



## Shallotte Board of Aldermen Work Session Meeting Agenda

January 28, 2025 at 5:15 PM

Meeting Chambers – 110 Cheers Street

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**I. CALL TO ORDER**

**II. CONFLICT OF INTEREST**

[1.](#) Conflict of Interest Statement

**III. DAVID HILL, PIEDMONT TRIAD REGIONAL COUNCIL - SALARY STUDY**

**IV. LITTLE CHURCH**

[1.](#) Little Church

**V. PRICE LANDING UPDATE**

**VI. COLLECTOR STREET COMMITTEE APPTS.**

[1.](#) Appointment

**VII. FIRE**

[1.](#) Interlocal Agreement

[2.](#) Chapter 93: Fire Prevention

**VIII. CONSENT AGENDA**

[1.](#) Summer's Walk Performance Guarantee

[2.](#) Feasibility Audit Contract - TPSA

[3.](#) Direct the Clerk to "Investigate the Sufficiency Thereof and to Certify the Result of the Investigation" for the Following Annexation Request:

Annexation Petition: ANX 24-20

Parcel IDs: 2140005803, 214IA005, 214IA006, 214IA007, 214IA008, 214IA009, 214IA004, 214IA012, 214IA011, 214IA010, 214IA013, 214IA016, 214IA014, 214IA003, 214IA002, & 214IA001

All-In, Inc.

29.42 Acres +/-

[4.](#) Direct the Clerk to "Investigate the Sufficiency Thereof and to Certify the Result of the Investigation" for the Following Annexation Request:

Annexation Petition: ANX 24-28

Parcel ID: 2300005602  
James and Marian Jones  
28.88 Acres +/-

5. Direct the Clerk to “Investigate the Sufficiency Thereof and to Certify the Result of the Investigation” for the Following Annexation Request:

Annexation Petition: ANX 25-02  
Parcel ID: 2300005003  
1295 Village Point Rd, LLC  
0.83 Acres +/-

6. Ordinance 25-01 Amending the Town of Shallotte's Code or Ordinances Chapter 98: Open Burning

7. Resolution 25-01 Honoring Charles "Chuck" Denely On His Retirement

**IX. DISCUSSION**

- X. CLOSED SESSION** - Pursuant to NCGS 143-318.11 (a) (6) – A motion to go into closed session to discuss Personnel matter.

**XI. ADJOURN**

## Town of Shallotte Board of Aldermen Conflict of Interest Statement

Taking into consideration the general statute below and the items described on this month's agenda, does any member of the Board of Aldermen or staff have any potential conflicts of interest that should be addressed by the Board at this time? If so, please make those concerns known now.

§ 160D-109. Conflicts of interest.

(a) Governing Board. – A governing board member shall not vote on any legislative decision regarding a development regulation adopted pursuant to this Chapter where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. A governing board member shall not vote on any zoning amendment if the landowner of the property subject to a rezoning petition or the applicant for a text amendment is a person with whom the member has a close familial, business, or other associational relationship.

(b) Appointed Boards. – Members of appointed boards shall not vote on any advisory or legislative decision regarding a development regulation adopted pursuant to this Chapter where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. An appointed board member shall not vote on any zoning amendment if the landowner of the property subject to a rezoning petition or the applicant for a text amendment is a person with whom the member has a close familial, business, or other associational relationship.

(c) Administrative Staff. – No staff member shall make a final decision on an administrative decision required by this Chapter if the outcome of that decision would have a direct, substantial, and readily identifiable financial impact on the staff member or if the applicant or other person subject to that decision is a person with whom the staff member has a close familial, business, or other associational relationship. If a staff member has a conflict of interest under this section, the decision shall be assigned to the supervisor of the staff person or such other staff person as may be designated by the development regulation or other ordinance.

No staff member shall be financially interested or employed by a business that is financially interested in a development subject to regulation under this Chapter unless the staff member is the owner of the land or building involved. No staff member or other individual or an employee of a company contracting with a local government to provide staff support shall engage in any work that is inconsistent with his or her duties or with the interest of the local government, as determined by the local government.

(d) Quasi-Judicial Decisions. – A member of any board exercising quasi-judicial functions pursuant to this Chapter shall not participate in or vote on any quasi-judicial matter in a manner that would violate affected persons' constitutional rights to an impartial decision maker. Impermissible violations of due process include, but are not limited to, a member having a fixed opinion prior to hearing the matter that is not susceptible to change, undisclosed ex parte communications, a close familial, business, or other associational relationship with an affected person, or a financial interest in the outcome of the matter.

(e) Resolution of Objection. – If an objection is raised to a board member's participation at or prior to the hearing or vote on a particular matter and that member does not recuse himself or herself, the remaining members of the board shall by majority vote rule on the objection.

(f) Familial Relationship. – For purposes of this section, a "close familial relationship" means a spouse, parent, child, brother, sister, grandparent, or grandchild. The term includes the step, half, and in-law relationships. (2019-111, s. 2.4; 2020-3, s. 4.33(a); 2020-25, s. 51(a), (b), (d).)



## Notes on St Mark's Church

- There are three stop work orders placed on this structure:
  - #466851 on 1/31/2020
  - #489386 on 1/20/2021
  - #518629 on 12/09/2021
- There are \$500 in unpaid fines associated with those stop work orders.
- It has been quoted by Milligan House Movers \$12,000 for them to relocate the structure. That number does not include removing the steeple, and or roof, nor any associated expenditures such as raising power lines, permits, etc.
- Depending on route taken, site chosen, and amount of structure disassembled there could be anywhere between 25 and 32 conflicts with overhanging BEMC utility.
- Depending on route taken and site chosen there will be conflict with at least one or more NCDOT traffic signals.
- Even if Steeple is not removed it will require work for attachment at permanent location.
- There have been significant modifications to the building that are not consistent with methods and materials for historical structures. These may disqualify the building from receiving and relevant historical status.
- The site and usage will ultimately determine the cost and what level of building code will be applied.
- Building can be treated as an "existing" structure from a code stand point and subject to such requirements as a building of any age that is being repurposed.
- May require an engineer to certify the repairs and structural integrity.
- Must have bathroom facilities within 500 feet.
- A fire Hydrant must be located within 400 feet.
- Will need to meet accessibility requirements of ICC 117.1

"What is ICC 117.1 code?"

The specifications in this standard make sites, facilities, buildings and elements accessible to and usable by people with such physical disabilities as the inability to walk, difficulty walking, reliance on walking aids, blindness and visual impairment, deafness and hearing impairment, in coordination, reaching and ..."

- A capacity of more than 49 people will change code requirements.
- With the exception of the old breaker panel the entirety of the electrical system has been removed. Any new components such as lighting or outlets may be required to be brought up to current standard.
- Rough measurements approximate a square footage of 749 square feet. Exceeding 750 square feet changes the requirements of building code applied to this structure.
- With the amount of modifications to the structure, the unforeseen usage determination, and unknown site conditions for the new location determining scope and cost is almost impossible at this time.

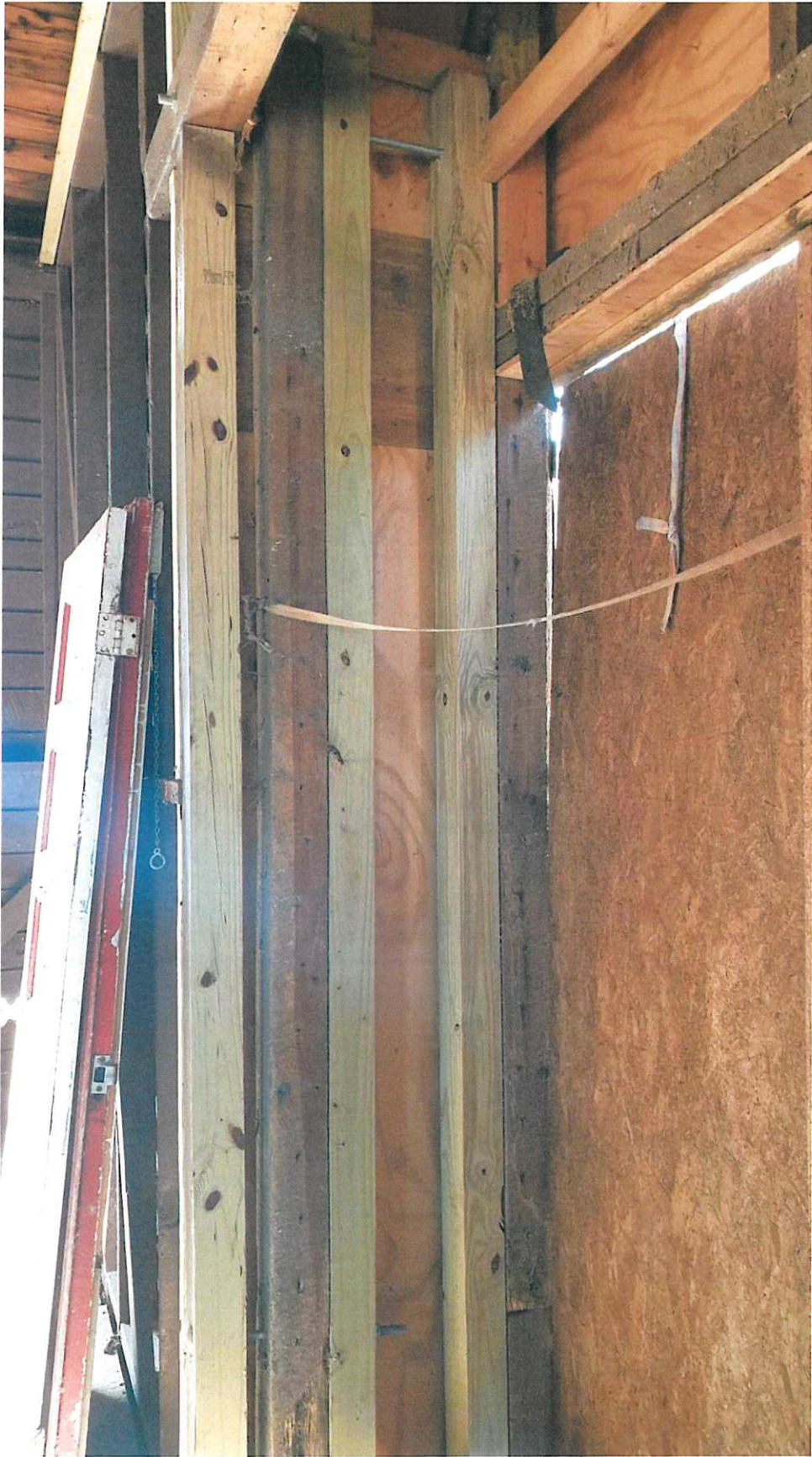




Prefab Trusses

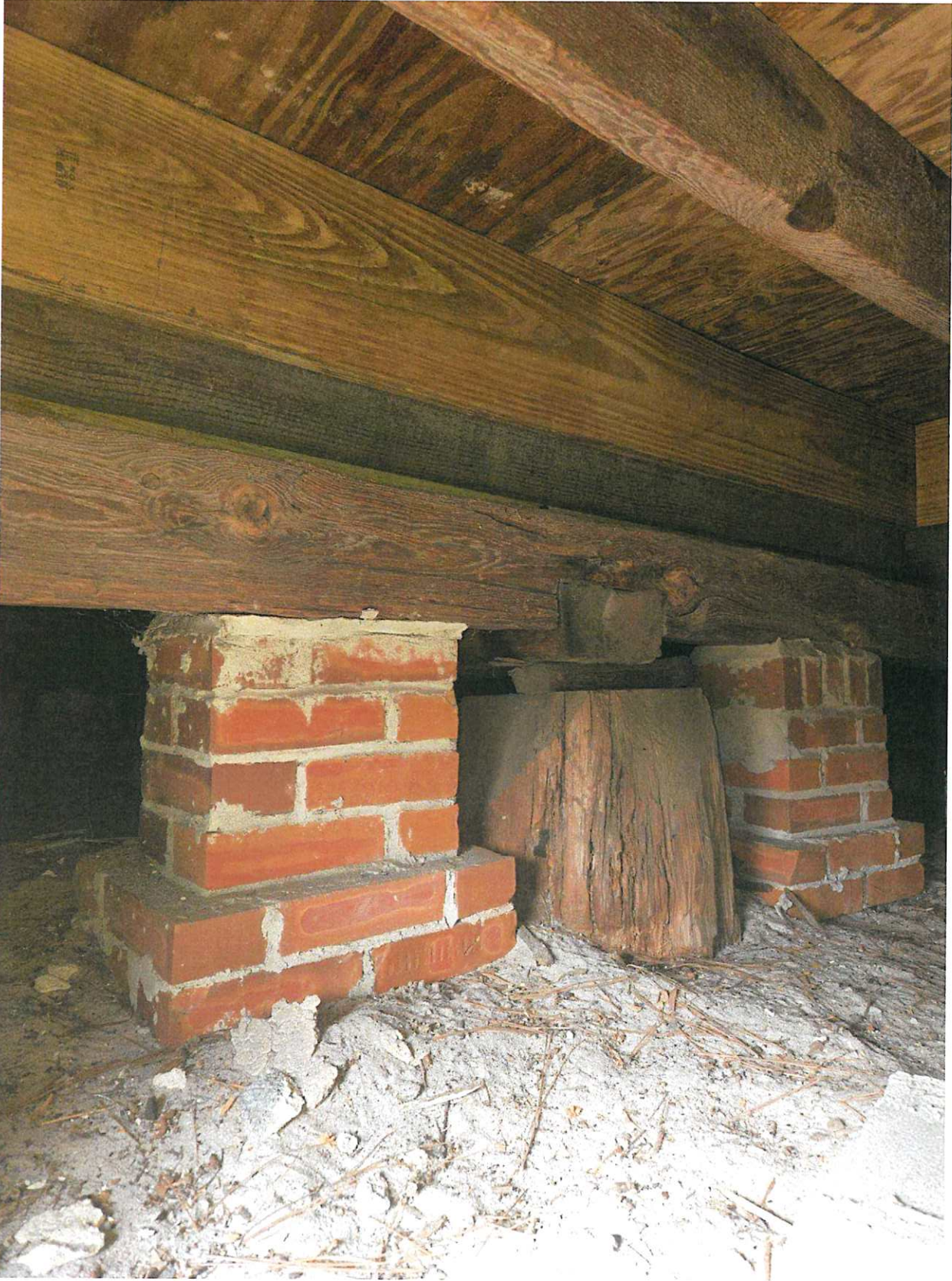
























**Brunswick County Code Administration  
Project Summary Sheet**

Section IV, Item 1.

Project					
Project Number	Owner	Co Date	Expire Date	Construction Cost	Flood Zone
489386	MOSHOURES CHRISTOPHER J		01/20/2025	\$0.00	
Project Status	Project Description				
Project Hold	-Project Type: Administrative Demolition / Stop Work Order -Project Type: Investigation -Description: Working without Permit, JAH -Action Taken: -Windows Being Replaced: 9 -Doors Being Replaced: 3 -Sq Ft Being Renovated: 810 -Description of Changes: REPAIR AND REPLACE AS NEEDED NEW DECK AND HC RAMP, NEW FRONT STOOP AND STEPS -Project Type: Renovation / Repair Structure				
General Contractor					
License Number	License Expire Date	Contractor Name			
35864	12/31/2024	TOMMY W BROWN			
Parcel					
Parcel Number	Parcel Address	Subdivision	Jurisdiction		
21300040	755 VILLAGE POINT RD 28470		SHALLOTTE		
Setbacks					
	Front	Rear	Street	Street Side	
Home					
Acc					
Height	Notes				
Permits					
Permit Number	Type	Amount	Description	License #	Date Issued
1000	Investigation	\$0.00	Issue Description: Working without Permit, JAH Action Taken:	35864	01/20/2021

1001	Stop Work Order	\$200.00	<p>Issue Description: Disapproved, Mg, 1-20-2021 Working with out proper permits issued. Demo permit 466851 to remove sheet rock has been far exceeded with truss repair, structural repair, and outside modifications. Previous site visits with code officials communicating the requirement for permits to be issued. At this date of stop work order the contractor has made no action to contact county code Administration to move forward with permitting. Building and trade permits are required.</p> <p>Action Taken: Disapproved, Mg, 1-20-2021 Working with out proper permits issued. Demo permit 466851 to remove sheet rock has been far exceeded with truss repair, structural repair, and outside modifications. Previous site visits with code officials communicating the requirement for permits to be issued.</p> <p>At this date of stop work order the contractor has made no action to contact county code Administration to move forward with permitting. Building and trade permits are required.</p> <p>489386-1001 Fee Added: Trade Type: Building Fee Description: Applying fee for working with no permit Fee Amount: 200.00 By: mike.gaskin</p>	35864	<div style="border: 1px solid black; padding: 2px; width: fit-content; margin: 0 auto;">Section IV, Item 1.</div>	1
1002	Re-Inspection Fee	\$75.00	<p>Issue Description: Working without Permit, JAH Action Taken:</p>	35864	01/20/2021	



Outstanding Inspections					
Permit Number	Type	Territory	Status	Notes	Estimated Date
Section IV, Item 1.					
Inspections History					
Permit Number	Type	Territory	Status	Notes	Date Inspected
1000- Investigation	Investigation	Mike Gaskin	Non-Compliant	<p>Notes: Level:(Not Set) Working without Permit, JAH</p> <p>Results: Disapproved, Mg, 1-20-2021 Working with out proper permits issued. Demo permit 466851 to remove sheet rock has been far exceeded with truss repair, structural repair, and outside modifications. Previous site visits with code officials communicating the requirement for permits to be issued. At this date of stop work order the contractor has made no action to contact county code Administration to move forward with permitting. Building and trade permits are required.</p>	01/20/2021



Town of Shallotte Board of Aldermen  
**ACTION AGENDA ITEM**  
2025

**TO:** Board of Aldermen

**ACTION ITEM #:** \_\_\_\_\_

**FROM:** Robert Waring, Planning Director

**MEETING DATE:** 1/21/2025

**DATE SUBMITTED:** \_\_\_\_\_

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**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:**  YES  NO

Appoint Board of Aldermen member to Town’s Collector Street Plan steering committee

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The Town is working with NC GSATS & Bolton & Menk, Inc. (Consultant) to draft a collector street plan. For this a small committee will be needed. This will include a member of planning staff and public works. We will also need a Board member and a citizen at large.

Mr. Larry Harrelson has volunteered to serve as the Board’s representative.

Mrs. Sara McCullough has volunteered to serve as the citizen representative.

In addition to the committee, staff and consultants will assemble a stake holders group for surveys and specific questionnaires.

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**FISCAL IMPACT:**

**BUDGET AMENDMENT REQUIRED:**  YES  NO

**CAPITAL PROJECT ORDINANCE REQUIRED:**  YES  NO

**PRE-AUDIT CERTIFICATION REQUIRED:**  YES  NO

**REVIEWED BY DIRECTOR OF FISCAL OPERATIONS**  YES  NO

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**CONTRACTS/AGREEMENTS:**

**REVIEWED BY TOWN ATTORNEY:**  YES  NO  N/A

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**ADVISORY BOARD RECOMMENDATION:**

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**STAFF RECOMMENDATION:**

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**FINANCE RECOMMENDATION:**

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**ATTACHMENTS:**

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**ACTION OF THE BOARD OF ALDERMEN**

**APPROVED:**

**ATTEST:**

**CLERK TO THE BOARD**

**DENIED:**

**DEFERRED  
UNTIL:**

\_\_\_\_\_

\_\_\_\_\_

**SIGNATURE**

**OTHER:**





Town of Shallotte  
**ACTION AGENDA ITEM**  
2025

TO: Board of Aldermen

ACTION ITEM #:

FROM: Paul Dunwell, Fire/Rescue Chief  
EXT. #

MEETING DATE: 01/28/2025  
DATE SUBMITTED: 11/08/2024

**ISSUE/ACTION REQUESTED:**

PUBLIC HEARING:  YES  NO

Requesting approval of Interlocal Agreement:  
Between Brunswick County and the Town of  
Shallotte; Fire Code Enforcement

**BACKGROUND/PURPOSE OF REQUEST:**

The Town of Shallotte and contracts Fire Code Enforcement with Brunswick County.

The Interlocal Agreement expresses the code enforcement services and terms by which those services will be provided by Brunswick County to the Town of Shallotte.

Staff is requesting approval of the Interlocal Agreement pending attorney review (requested November 2024) and in consideration of the following amendment.

**3. TERMINATION**

*a. FOR CAUSE. Notwithstanding the foregoing, County either party may terminate this Agreement upon fifteen (15) calendar days' written notice to Municipality if Municipality is in material breach of any provision herein and fails to cure the breach during the notice period.*

*b. WITHOUT CAUSE. County either party may terminate this Agreement at any time without cause by giving sixty (60) calendar days' written notice to Municipality.*

The recommended approval and the requested amendments do not change the scope of services currently being provided by the County Fire Marshal's Office to the Town of Shallotte. The amendments recognize equitable termination by both parties.

**FISCAL IMPACT:**

BUDGET AMENDMENT REQUIRED:

YES  NO

CAPITAL PROJECT ORDINANCE REQUIRED:

YES  NO

PRE-AUDIT CERTIFICATION REQUIRED:

YES  NO

REVIEWED BY DIRECTOR OF FISCAL OPERATIONS

YES  NO

**CONTRACTS/AGREEMENTS:**

REVIEWED BY TOWN ATTORNEY:

YES

NO

N/A

ADVISORY BOARD RECOMMENDATION:

TOWN MANAGER'S RECOMMENDATION:

FINANCE RECOMMENDATION:

ATTACHMENTS:

- 1. Interlocal Agreement
- 2.
- 3.

<u><b>ACTION OF THE BOARD OF ALDERMEN</b></u>	
<b>APPROVED:</b> <input type="checkbox"/>	<b>ATTEST:</b> _____
<b>DENIED:</b> <input type="checkbox"/>	<b>CLERK TO THE BOARD</b>
<b>DEFERRED UNTIL:</b> _____	_____
	<b>SIGNATURE</b>
<b>OTHER:</b>	

**NORTH CAROLINA**

**BRUNSWICK COUNTY**

**INTERLOCAL AGREEMENT  
[For Services Only]**

**THIS INTERLOCAL AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as “County”), party of the first part and the Town of Shallotte, a municipality organized and existing pursuant to the laws of the State of North Carolina and located in Brunswick County, (hereinafter referred to as “Municipality”), party of the second part.

**WITNESSETH:**

**WHEREAS**, County and Municipality desire to establish an inter-governmental approach for the provision of services or resources, as more fully described herein;

**WHEREAS**, County and Municipality each agree that the cooperative endeavor contemplated hereby will be beneficial to both entities; and

**WHEREAS**, County and Municipality, in order to set out the provisions and conditions under which said services or resources will be provided, have entered into this Agreement as authorized by Article 20, Part 1 of Chapter 160A of the North Carolina General Statutes.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and promises contained herein, County and Municipality do hereby agree as follows:

**1. SERVICES**

County will provide fire code administration and enforcement services (hereinafter referred to collectively as “Services”) in accordance with applicable North Carolina laws and regulations.

Any exhibits or attachments referenced herein are hereby incorporated by reference and made a part of this Agreement. Any conflict between the language in an exhibit or attachment and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

In no event shall Services provided by County under this Agreement include legal services, which shall be provided by Municipality at its own expense.

**2. TERM OF AGREEMENT**

The initial term of this Agreement begins on December 1, 2024 the (“Effective Date”) and continues in effect until June 30, 2027, unless earlier terminated pursuant to any of the terms and conditions contained herein. It is expressly agreed that this Agreement shall automatically and without further action on the part of either party be extended from year to year unless one of the parties gives written notice to the other party at least sixty (60) days before the end of the then current term of its intention not to renew the Agreement by delivering or mailing such notice to the other party at the address(es) below.

**3. TERMINATION**

- a. **FOR CAUSE.** Notwithstanding the foregoing, County may terminate this Agreement upon fifteen (15) calendar days' written notice to Municipality if Municipality is in material breach of any provision herein and fails to cure the breach during the notice period.
- b. **WITHOUT CAUSE.** County may terminate this Agreement at any time without cause by giving sixty (60) calendar days' written notice to Municipality.

**4. NONAPPROPRIATION**

If the Board of County Commissioners does not appropriate the funding needed by County to fulfill its financial obligations, if any, under this Agreement for a given fiscal year, County will not be obligated beyond the end of the last fiscal year for which funds were appropriated. In such event, County will promptly notify Municipality of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

**5. COMPENSATION**

All Services provided under this Agreement shall be performed at no cost to Municipality. County shall charge and collect all fees associated with said Services per the associated fee schedules adopted by the Board of County Commissioners. Said fees shall be the sole property of County, and no part thereof shall be payable to Municipality.

**6. FIRE PREVENTION ORDINANCE**

Municipality acknowledges that its Fire Prevention Ordinance must conform in all respects and at all times with County's Fire Prevention Ordinance. Any changes to County's Fire Prevention Ordinance must be made to Municipality's Fire Prevention Ordinance within forty-five (45) days.

**7. RELATIONSHIP OF PARTIES**

Both County and Municipality agree that County is acting as an independent contractor under this Agreement. Control of County personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by County. No joint agency is established by this Agreement. This Agreement does not create a partnership, joint venture, other joint endeavor, joint ownership, joint operations or personnel sharing of any kind. No joint personnel are needed by the parties in order to carry out the obligations under this Agreement.

**8. REPRESENTATIONS**

Each party to this Agreement represents to the other party each of the following as of the Effective Date of this Agreement and covenants with the other party that each such representation will remain true and correct:

- a. It is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- b. It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement;
- d. It shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;
- e. It shall not violate any agreement with any third party by entering into or performing the obligations under this Agreement;
- f. In fulfilling its obligations under this Agreement, it will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including without limitation non-compete agreements); and
- g. No elected or appointed official or employee has any interest (financial, employment or other) in the transactions contemplated by this Agreement.

**9. INDEMNITY**

- a. To the extent permitted by law, County shall indemnify and hold harmless Municipality and its officers, agents and employees from and against any and all claims, actions, suits, liabilities, losses, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of County, its officers, agents and employees or any of them, in fulfilling its obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against Municipality, County shall defend the same at its sole cost and expense; provided that, Municipality retains the right to participate in said suit if any principal of government or public law is involved. If final judgment is to be rendered against Municipality and its respective officers, agents, employees or any of them, or jointly against Municipality and County and its respective officers, agents and employees, or any of them, County shall satisfy same.
- b. To the extent permitted by law, Municipality shall indemnify and hold harmless County and its officers, agents and employees from and against any and all claims, actions, suits, liabilities, losses, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of Municipality, its officers, agents and employees or any of them, in fulfilling its obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against County, Municipality shall defend the same at its sole cost and expense; provided that, County retains the right to participate in said suit if any principal of



government or public law is involved. If final judgment is to be rendered against County and its respective officers, agents, employees or any of them, or jointly against County and Municipality and its respective officers, agents and employees, or any of them, Municipality shall satisfy same.

- c. By executing this Agreement, County does not assume liability or responsibility for or in any way release Municipality from any liability or responsibility which arises in whole or in part from the existence or effect of Municipality ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Municipality ordinance, rule or regulation is at issue, Municipality shall defend the same at its sole cost and expense and if judgment is entered or damages are awarded against Municipality, County or both, Municipality shall satisfy the same, including all chargeable costs and attorneys' fees.

**10. REMEDIES**

If Municipality is in default of any payment obligation hereunder and such default is not cured by remittance of the amount owed within thirty (30) days following written notice from County of the right to cure, then County shall be entitled to specific performance under this Agreement, injunctive relive and/or direct, incidental or consequential money damages, which may include attorneys' fees.

**11. NON-DISCRIMINATION IN EMPLOYMENT**

Neither party shall discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. The parties shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment.

**12. COMPLIANCE WITH E-VERIFY PROGRAM**

To the extent E-Verify rules apply to this Agreement, the parties agree to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

**13. CONFIDENTIAL INFORMATION**

For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related to that

agreement. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as “Confidential.” Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

- a. in the public domain through no fault of the Recipient;
- b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;
- d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- e. disclosed with the prior written consent of the Discloser; or
- f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser’s expense.

**14. NO ASSIGNMENT WITHOUT CONSENT**

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

**15. GOVERNING LAW AND VENUE**

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina, without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

**16. DISPUTE RESOLUTION**

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

**17. GOVERNMENTAL IMMUNITY**

To the extent applicable, neither party waives its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

**18. NON-WAIVER**

Failure by County at any time to require the performance by Municipality of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

**19. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

**20. HEADINGS**

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

**21. SEVERABILITY**

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

**22. AMENDMENTS**

No amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall be valid unless in writing and signed by authorized agents of both Municipality and County.

**23. NOTICES**

- a. **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- b. **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.
- c. **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

- i. For the County: Brunswick County Manager  
P.O. Box 249  
Bolivia, NC 28422  
Fax: 910-253-2022

- ii. For the Municipality: Mayor – Town of Shallotte  
106 Cheers Street  
Shallotte, NC 28470

**24. SIGNATURES**

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]



ATTEST:

**BRUNSWICK COUNTY**

\_\_\_\_\_  
Clerk to the Board

By: \_\_\_\_\_  
Chairman, Board of Commissioners

[SEAL]

**TOWN OF SHALLOTTE**

By: \_\_\_\_\_  
Walter Eccard, Mayor

Date: \_\_\_\_\_

“This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.”

**BRUNSWICK COUNTY**

**TOWN OF SHALLOTTE**

\_\_\_\_\_  
Aaron C. Smith, Director of Fiscal Operations  
Brunswick County, North Carolina

\_\_\_\_\_  
Mimi Gaither  
Town Manager

APPROVED AS TO FORM

\_\_\_\_\_  
Bryan W. Batton, County Attorney



Town of Shallotte  
**ACTION AGENDA ITEM**  
2025

**TO:** Board of Aldermen

**ACTION ITEM #:**

**FROM:** Paul Dunwell, Fire/Rescue Chief

**MEETING DATE:** 01/28/2025

**EXT. #**

**DATE SUBMITTED:** 11/27/2024

**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:**  YES  NO

Requesting approval of amendments made to Code of Ordinances Chapter 93: Fire Prevention

**BACKGROUND/PURPOSE OF REQUEST:**

The Town of Shallotte and Town Manager asked the Fire Chief to review and check for consistency Chapter 93: Fire Prevention of the Code of Ordinances.

The Fire Chief met with the Brunswick County Fire Marshal's Office and obtained the language to amend Chapter 93: Fire Prevention to satisfy the regulations regarding fire code enforcement as specified in the Brunswick County Fire Prevention Ordinance and NC Fire Code.

The recommended amendments do not change the current code enforcement services being provided by Brunswick County but do eliminate language which may conflict with Brunswick County Fire Prevention Ordinance and align the Town's ordinance with the County's. The amendments further recognize the proper authority for the administration of fire code enforcement activities and punitive actions for fire code violations within the Town of Shallotte.

Chapter 93: Fire Prevention is not to be confused with Chapter 98: Open Burning as both are addressed separately by the Code of Ordinances.

**FISCAL IMPACT:**

**BUDGET AMENDMENT REQUIRED:**

YES  NO

**CAPITAL PROJECT ORDINANCE REQUIRED:**

YES  NO

**PRE-AUDIT CERTIFICATION REQUIRED:**

YES  NO

**REVIEWED BY DIRECTOR OF FISCAL OPERATIONS**

YES  NO

**CONTRACTS/AGREEMENTS:**

**REVIEWED BY TOWN ATTORNEY:**

YES  NO  N/A

**ADVISORY BOARD RECOMMENDATION:**

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**TOWN MANAGER'S RECOMMENDATION:**

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**FINANCE RECOMMENDATION:**

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**ATTACHMENTS:**

1. Code of Ordinances, Chapter 93: Fire Prevention, markup
  - 2.
  - 3.
- 

<b><u>ACTION OF THE BOARD OF ALDERMEN</u></b>		
<b>APPROVED:</b> <input type="checkbox"/>	<b>ATTEST:</b>	<b>CLERK TO THE BOARD</b>
<b>DENIED:</b> <input type="checkbox"/>		
<b>DEFERRED UNTIL:</b> _____		
	_____ <b>SIGNATURE</b>	
<b>OTHER:</b>		



CHAPTER 93: FIRE PREVENTION

Section

- 93.01 ADOPTION OF THE NORTH CAROLINA FIRE CODE AND BRUNSWICK COUNTY FIRE PREVENTION CODE ORDINANCE BY REFERENCE
- 93.02 NORTH CAROLINA GENERAL STATUTES GOVERNING FIRE PROTECTION WITHIN THE TOWN
- ~~93.03 FALSE FIRE ALARM~~
- ~~93.04 FIRE HYDRANT AND FIRE HYDRANT PLACEMENT~~
- ~~93.05 FIRE PROTECTION MEASURES~~
- 93.06 FIRE INSPECTIONS FEES
- ~~93.07 PLAN REVIEW FEES~~
- ~~93.08 TEMPORARY POWER~~
- ~~93.09 PENALTY~~

§ 93.01 ADOPTION OF THE NORTH CAROLINA FIRE CODE AND BRUNSWICK COUNTY FIRE PREVENTION CODE ORDINANCE BY REFERENCE

The North Carolina State Building Code: International Fire Code with NC Amendments Volume V Fire Prevention and associated appendices are most current edition of the North Carolina Fire Code and most current edition of the Brunswick County Fire Prevention Ordinance is hereby adopted by reference as fully as though set forth herein as the Fire Prevention Code for the Town. An official copy of the code shall be kept in the office of the Fire Marshal.

§ 93.02 NORTH CAROLINA GENERAL STATUTES GOVERNING FIRE PROTECTION WITHIN THE TOWN

Most of the statutory provisions relating cities and Towns are contained in Chapter 160A of the North Carolina General Statutes. Articles 14 and 19 of that chapter, respectively entitled "Fire Protection" and "Planning and Regulation of Development," specifically apply to fire protection within corporate limits. These statutes and the Town ordinances govern the operation of the fire department.

§ 93.03 FALSE FIRE ALARM

Purpose.

The purpose of this section is to establish regulations governing commercial and institutional fire alarm systems requiring response by the Town of Shallotte Fire Department. The terms of this section shall in no way prohibit alarm companies from providing service by private source to other offices within or outside the Town of Shallotte.

Definitions.

"Alarm" means any electronic or mechanical device, which emits any signal, whether electronic, audible, silent or recorded, and which is designed, intended or used for the detection or existence of a fire. "Alarm" shall include any device, which initiates, and emergency telephone number assigned to the Brunswick County 911 Central Communication (C Com). Any procedure by which a third party telephone any emergency telephone number and requests Fire Department service on the basis of having received an automatic alarm signal from a subscriber of such person or alarm business represented by such person; or an audible signal or siren that when sounded is detected by a third party that results in a fire department response.

"False Alarm" means the activation of an alarm for the purpose of summoning the fire department; or which causes the fire department to be summoned, at a time when no fire or emergency exists on the premises.

A. False Alarm includes those caused by:

- (1) Error or mistake any action by any person, firm or corporation, or other entity or agency thereof, owning or operating any dwelling, building or place, which result in the activation of any alarm system when no emergency exists.
- (2) Malfunction any activation of any alarm system caused by a flaw in the normal operation, design, installation, maintenance of the system, by faulty equipment or by a change in the environment or premises upon or within which the alarm system is operating.
- (3) Intentional misuse any intentional activation of an alarm system when no fire or other emergency is in progress.

B. An alarm will not be considered a false alarm if it is determined that the alarm was caused by:

- (1) Natural or man made catastrophe or an act of God. Such events include tornadoes, floods, earthquakes or other similarly violent conditions.
- (2) Vandalism causing physical damage to the premises.
- (3) Telephone line outage.
- (4) Attempted entry of a location causing visible, physical or other evidence of damage to said location.
- (5) Severe weather causing physical damage to premises.
- (6) The testing of a local/audible alarm system by a licensed alarm business agent or employee who is present at the premises servicing, repairing or installing the alarm when such testing does not result in the alarm being activated for an uninterrupted period exceeding (60) seconds.
- (7) Unauthorized entry.

"Subscriber" means any person, firm, corporation or partnership owning or leasing an alarm system, or on whose premises an alarm system is maintained for the protection of such premises or property.

Continuing Audible Alarms

All audible alarms must be reset and cease to sound after fifteen (15) minutes of continuous activation. Alarms installed after the effective date of this article shall be equipped with an automatic reset device. An alarm that sounds continuously in excess of fifteen (15) minutes from the time the fire department arrives at the alarm location shall constitute a violation of this article. Every subsequent sixty minute period following the initial fifteen (15) minutes during which the alarm continues to sound shall constitute a civil penalty for each sixty minute period of continuous operation of an alarm, not to exceed two hundred dollars (\$200.00) for any twenty four hour period.

Alarm Responses

If within any fiscal year, the fire department responds to two (2) false alarms at the same premises or location, the Town shall send a letter requesting the subscriber to stop further false alarms and informing him of the consequences of continued false alarms, specifically the civil penalty fee. There will be no fee assessed for the first two (2) false alarms within a fiscal year. Beginning with the third false alarm, a civil penalty citation shall be issued to the subscriber for each additional false alarm.

Penalty



~~For the first two (2) false alarms issued within the fiscal year, no civil penalty is issued.~~

~~The third (3<sup>rd</sup>) false alarm civil penalty of \$25.00 shall be paid the Town within fourteen (14) days of issuance in full satisfaction of the assessed civil penalty.~~

~~The fourth (4<sup>th</sup>) false alarm issued in the fiscal year a civil penalty of \$50.00 shall be paid to the Town within fourteen (14) days of issuance in full satisfaction of the assessed civil penalty.~~

~~The fifth (5<sup>th</sup>) false alarm issued in the fiscal year a civil penalty of \$100.00 shall be paid to the Town within fourteen (14) days of issuance in full satisfaction of the assessed civil penalty.~~

~~Each successive citation issued thereafter within the fiscal year, the civil penalty will increase in \$100.00 increments and shall be paid to the Town within fourteen (14) days of issuance in full satisfaction of the assessed civil penalty. If the civil penalty is not paid within the time prescribed in the citation, the Town may initiate a civil action in the nature of debt to collect such civil penalty.~~

~~Any violation of this ordinance in which a civil penalty is not prescribed shall be a misdemeanor as prescribed in North Carolina General Statutes 104-4.~~

**Severability.**

~~If any provision of this chapter, for any reason, is held to be unconstitutional or invalid, such provision shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.~~

**§ 93.04 FIRE HYDRANT AND FIRE HYDRANT PLACEMENT**

~~The intent and the purpose of this ordinance is to encourage safe development as it relates to fire suppression and particularly the installation of fire hydrants at safe and convenient distances from new development. The following regulations shall apply to all new major subdivisions, multi family dwelling units and commercial developments in the Town and extra-territorial jurisdiction. Site plan and/or zoning compliance permit for major subdivisions, multi family dwelling units or construction of any commercial project shall not occur prior to meeting the following:~~

**A. Fire Hydrants and Fire Protection Measures:**

- ~~(1) Fire Hydrants. The following requirements shall be met for each new hydrant erected in the Town of Shallotte and extra-territorial jurisdiction:
 
  - a. All hydrants must have 3 ports (outlets) one (1) 4 1/2" inches in diameter, two (2) 2 1/2" inches in diameter all bearing National Standard Threads (NST). The Town of Shallotte's Fire Marshal and/or Fire Chief shall determine port locations.
  - b. Hydrant outlets shall be placed 18" to 24" above ground at finished grade.
  - c. All hydrants shall have at lateral gate valve within 10' of hydrant for that hydrant only.
  - d. When running the water line to the hydrant, there shall be no dead end laterals off main lines and water lines shall be looped.
  - e. All new hydrants that are installed by independent contractors shall be reviewed, inspected and approved by the Fire Marshal and/or Fire Chief before the hydrant is dedicated to the Town.~~

- ~~f. All hydrants that are not in service shall be bagged to visibly identify that the hydrant is "not in service" and shall remain bagged until the hydrant is dedicated and placed in service.~~
- ~~g. All newly installed fire hydrant locations shall be identified with a blue reflector that will be permanently installed in the center road of travel lane closest to the fire hydrant.~~
- ~~h. Water lines servicing hydrants shall be no smaller than 6 inches in size.~~
- ~~i. Water lines servicing hydrant will not be downsized and then upsized~~
- ~~j. All hydrants on Town water lines shall be painted red in accordance with the Fire Department's guidelines.~~
- ~~k. No hydrant shall be fenced in or barricaded in any manner so as to impede access,~~
- ~~l. No hydrant may be used by any person or organization other than the Town of Shallotte or Fire Department personnel without written permission (permit) from the Utilities Director.~~
- ~~m. If permission is granted for the use of a fire hydrant, no appliance, hose, or fitting may be left attached to the hydrant. While using such hydrant, an individual must be present at the hydrant and be capable of immediately restoring hydrant to normal operating condition.~~

**§ 93.05 FIRE PROTECTION MEASURES.**

**A. Fire Department Connections (FDCs):**

- ~~(1) A Fire Hydrant shall be located within one hundred and fifty (150) feet of a Fire Department Connection.~~

**B. Fire Alarm System:**

- ~~(1) All commercial locations with a fire alarm system shall have a legend and operating instructions posted at the annunciator panel.~~
- ~~(2) Fire alarm systems monitored by a central station shall not be monitored until a temporary certificate of occupancy (TCO) has been issued.~~

**C. Interference with a Firefighter:**

- ~~(1) As provided in N.C.G.S. 69-39, no person shall willfully interfere in any manner with firemen engaged in the performance of their duties.~~
- ~~(2) It shall be unlawful for persons to congregate on the street, sidewalks, or other areas adjacent to a fire scene so as to interfere with the operations of members of the fire department or other public safety officers.~~

**D. Fire Watch:**

- ~~(1) A fire watch shall be established in the event of a fire alarm, and/or sprinkler system becomes non-monitored and/or unprotected due to system failure as a result of construction, renovations, ect.~~



~~(2) The Fire Watch shall be staffed with competent and qualified personnel identified by the Fire Marshal and/or Fire Chief, the owner shall be billed for the fire watch at a rate of forty (\$40.00) dollars per hour per fire watch individual and one hundred (\$100.00) dollars per hour per fire apparatus. Fire watch shall be documented in hourly intervals and records shall be kept on file. In the event of a fire the fire watch individual shall notify e-com (911 center) upon detection of a fire conditions.~~

**E. Permits for hazardous materials and fire hazard activities:**

The owner or operator of any facility in the Town and ETJ engaged in the manufacturing, storage or use of hazardous materials or engaged in operations which produce conditions considered to present an extra or unusual fire hazard to life or property shall obtain a permit from the fire department prior to the commencement of such activities. Without limiting the generality of the foregoing, permits shall be required for the following activities:

- ~~(1) Storage of hazardous materials in buildings.~~
- ~~(2) Above ground storage of flammable or hazardous material.~~
- ~~(3) Below ground storage of flammable or hazardous material.~~
- ~~(4) The storage, use or handling of explosive materials.~~
- ~~(5) Aerial display of fireworks.~~
- ~~(6) Any activities requiring a permit under the Fire Prevention Code.~~

Applications for permits shall be made to the Division of Safety & Fire Prevention on forms provided by the Town. Applications for permits shall be accompanied by such data as may be required by the Fire Marshal.

- ~~(a) A permit shall be issued by the Division of Safety & Fire Prevention upon the payment of all applicable permit fees as set forth in the fee schedule and compliance with applicable provisions of the Fire Prevention Code, NFPA 704, the reporting requirements of the Superfund Amendments and Reauthorization Act of 1986 and the provisions of this chapter. The permit fees shall be in addition to any privilege license fees. A permit may be denied if the applicant fails to meet the requirements of this section. If the permit is denied, the Fire Marshal shall advise the applicant, in writing, of the reasons for such denial.~~
- ~~(b) Unless otherwise specified in the fee schedule, a permit issued pursuant to this section shall extend for the twelve month period beginning July 1 and ending June 30. Renewal applications are due not later than July 1 of each year. However, if a person begins an operation subject to the provisions of this section after June 1 of any year, the permit shall be issued before the business is begun. Permits for special activities shall be valid only for the permitted event or occurrence, and a new permit shall be obtained for each event or occurrence.~~
- ~~(c) Permit(s) will be valid for the same period as specified in the inspection schedule in Chapter 1, Section 106 NC Fire Code.~~
- ~~(d) Permits are not transferable to other locations or persons, firms or corporations. When an owner or operator is required to obtain more than one (1) permit, the permits may be consolidated onto one (1) permit form. Such consolidated permit form~~

shall list all the hazardous materials or operations covered by the separate permits. When an owner or operator is required to obtain more than one (1) permit for the activities conducted at any location, the owner or operator shall pay the fees as set forth in the fee schedule for each permitted activity.

- ~~(e) Any person, firm or corporation who fails to obtain a permit as required by this section shall be required to pay twice the amount of the standard permit fee prior to the issuance of a permit.~~
- ~~(f) Permits fee(s) shall not exceed five hundred dollars (\$500.00) in operational permit consolidation(s) per occupancy.~~
- ~~(g) Operational Permits will apply if one of the following occurs: during a new construction situation, Change of use, Change of Occupancy or Failing to bring occupancy into compliance within 120 days from initial inspection for existing occupancies.~~
- ~~(h) Construction Permits will apply to all new and existing occupancies.~~
- ~~(i) Fee Schedule:~~

**Operational Permits**

Description	Permit Fee
ABC Permit (Change of use, renter, business requiring ABC Permit)	\$50.00
Aerosol Products Excess 500 pounds	\$50.00
Amusement Buildings	\$100.00
Aviation Facilities	\$50.00
Carnivals and Fairs (Per Event)	\$100.00
Battery Systems Greater than 50 gallons	\$50.00
Cellulose nitrate film (Group A Occupancy) Greater than 25 pounds	\$150.00
Combustible Dust Operation	\$100.00
Combustible Fibers Greater than 100 cubic feet	\$50.00
Compressed Gases Excess of table 105.6.9	\$50.00
Cryogenic Fluids Excess of table 105.6.11	\$50.00
Cutting and Welding Operations	\$50.00
Dry Cleaning Plants	\$50.00
Exhibits and trade shows	\$100.00
Explosives Division 1.1 through 1.6 (storage)	\$100.00
Explosives Division 1.1 and 1.2 (use)	\$100.00
Explosives Division 1.3 (use)	\$100.00
Explosives Division 1.4 and 1.5 (use)	\$100.00
Pyrotechnic Special Effect Materials (use)	\$100.00



Fire Hydrants and Valves (Per Unit)	\$25.00
Flammable and Combustible Liquids (Inside) Greater than 5,001-gallons	\$100.00
Flammable and Combustible Liquids (Outside) Greater than 5,001-gallons	\$100.00
Flammable and Combustible Liquids (Inside) Less than 5,000-gallons	\$100.00
Flammable and Combustible Liquids (Outside) Less than 5,000-gallons	\$100.00
Floor Finishing Excess of 350 square feet	\$100.00
Fruit and crop ripening operations	\$50.00
Fumigation and Thermal Insecticidal Fogging	\$50.00
Hazardous Materials (Business)	\$100.00
Hazardous Materials (Industrial)	\$250.00
Hazardous Production Material Facilities	\$500.00
High-piled Storage Excess of 500 square feet	\$100.00
Hot Work Operations	\$50.00
Industrial Ovens	\$50.00
Lumber Yards & Woodworking Plants	\$50.00
Liquid or gas fueled vehicles or equipment in assembly buildings	\$100.00
LP Gas (See Department of Agriculture)	\$100.00
Magnesium	\$50.00
Miscellaneous Combustible Storage Excess of 2,500 cubic feet	\$50.00
Open Burning (Commercial)	\$100.00
Open Burning (Residential)	\$20.00
Open flames and torches	\$100.00
Open flames and candles (Assembly & Restaurants)	\$50.00
Organic Coatings	\$50.00
Places of Assembly	\$100.00
Private Fire Hydrant Removal	\$50.00
Pyroxylin Plastics Greater than 25 pounds	\$50.00
Refrigeration equipment	\$50.00
Repair Garages Less than 5,000 square feet	\$50.00
Repair Garages Greater than 5,000 square feet	\$100.00
Motor Fuel Dispensing Facilities (100,000-gallon-tank or less)	\$75.00
Motor Fuel Dispensing Facilities (100,000-gallon-tank or More)	\$100.00
Rooftop heliports	\$50.00
Spraying Operations	\$75.00
Dripping Operations - Flammable Finishes	\$75.00

Storage of Scrap tires and tire byproducts	\$75.00
Temporary membrane structures, tents and canopies per membrane, tent or canopy	\$25.00
Tire rebuilding plants	\$75.00
Waste Handling (Wreck Yards, Junk Yards ect.)	\$100.00
Wood Products (Storage)	\$100.00

Construction Permits	
Description	Permit Fee
Automatic fire extinguishing systems (Install / Modification)	\$100.00 + \$5.00 per Nozzle/Head
Compressed Gases (Install / Repair, ect.)	\$75.00
Fire Alarm, detection systems (Install / Modification)	\$100.00 + \$5.00 per initiating device
Fire Pumps (Install / Modification)	\$100.00
Flammable and Combustible liquids (Install / Modification)- Aboveground & Underground (Per Tank)	\$100.00
Underground Tank Removal (Per Tank)	\$100.00
Underground Tank Abandoned (Per Tank)	\$100.00
Underground Tank Installation (Per Tank)	\$100.00
Underground Tank Testing (Per Test)	\$100.00
Aboveground Tank Removal (Per Tank)	\$100.00
Aboveground Tank Installation (Per Tank)	\$100.00
Hazardous Materials Installation	\$100.00
Hazardous Materials Removal	\$100.00
Hazardous Materials Abandoned	\$100.00
Industrial Oven Installation	\$50.00
LP Gas Installation (Occupancies covered by Fire Code)	\$100.00
Private Fire Hydrants (Installation / Modification)	\$25.00 per hydrant
Spraying or Dipping (Installation / Modification)	\$100.00
Standpipe Systems (Installation / Modification) w/ Sprinkler System	\$50.00
Standpipe Systems (Installation / Modification) w/o Sprinkler System	\$100.00
Temporary membrane structures, tents and canopies (Erect) per membrane, tent or canopy	\$75.00

**§ 93.06 FIRE INSPECTIONS**

The ~~Town's Fire Marshal~~ Brunswick County Fire Marshal's Office by contract is responsible for inspecting businesses and Town properties to insure that business owners, employees and the general public are safe from fire and safety hazards in accordance with the current edition of the Brunswick County Fire Prevention Ordinance and the most current edition of the North Carolina Building Code ~~(International Fire Code with NC Amendments) and all associated appendices~~ as adopted by the North Carolina Building Code Council.



~~(1) On all new, renovated and existing businesses, the inspector shall bill the owner for the fire prevention inspections as outlined:~~

- ~~• Businesses with less than 1,000 total square feet of enclosed area — \$25~~
- ~~• Businesses with 1,001 to 5,000 total square feet of enclosed area — \$50~~
- ~~• Businesses with 5,001 to 10,000 total square feet of enclosed area — \$75~~
- ~~• Businesses with more than 10,001 total square feet of enclosed area — \$100 plus \$5 for every additional 1,000 square feet of enclosed area above 10,001 total square feet.~~

~~These fees address the initial inspection and one follow-up within 30 days of the initial inspection.~~

~~(2) Each subsequent follow-up inspection shall be billed as follows until the business is compliant:~~

- ~~• Businesses with less than 1,000 total square feet of enclosed area — \$25~~
- ~~• Businesses with 1,001 to 5,000 total square feet of enclosed area — \$50~~
- ~~• Businesses with 5,001 to 10,000 total square feet of enclosed area — \$75~~
- ~~• Businesses with more than 10,001 total square feet of enclosed area — \$100~~

~~These fees address subsequent follow-up inspections at 60 and 90 days of the initial inspection.~~

~~(3) Each fire protection system test shall be billed as follows until the system is compliant:~~

- ~~• Businesses with less than 1,000 total square feet of enclosed area — \$25~~
- ~~• Businesses with 1,001 to 5,000 total square feet of enclosed area — \$50~~
- ~~• Businesses with 5,001 to 10,000 total square feet of enclosed area — \$75~~
- ~~• Businesses with more than 10,001 total square feet of enclosed area — \$100~~

~~These fees address each test conducted on sprinkler systems, hood systems, fire alarms, fire pumps, duct detectors, witness fire flow tests, etc.~~

- ~~(4) Any business owner failing to bring the inspected property into compliance after 90 days of the initial inspection shall be referred to the appropriate Town authority for a review of the business's privilege license and revoke all Operation Permits issued.~~
- ~~(5) Any business operating without a Certificate of Occupancy shall be referred to the appropriate Town authority for a review of the business's privilege license.~~
- ~~(6) Any new business shall not receive a Certificate of Occupancy until it is compliant.~~

**§ 93.07 PLAN REVIEWS.**

~~These fees address each plan review and re-review conducted: site plans, building plans, sprinkler plans, fire alarm plans, etc.~~

- ~~• Plans with less than 1,000 total square feet of enclosed area — \$50~~
- ~~• Plans with 1,001 to 5,000 total square feet of enclosed area — \$75~~
- ~~• Plans with 5,001 to 10,000 total square feet of enclosed area — \$100~~
- ~~• Plans with more than 10,001 total square feet of enclosed area — \$100 plus \$10 for every additional 1,000 square feet of enclosed area above~~

10,001 total square feet.

**§ 93.08 TEMPORARY POWER.**

~~Temporary Power shall be requested by the project contractor or other appointed representative. The Fire Marshal will inspect the project for compliance with Temporary Power requirements and issue Temporary Power for 30 days. In the event that a time extension is needed it is the responsibility of the project contractor or other appointed representative to request for a Temporary Power Extension which will be issued for an additional 30 days. In the event that a Temporary Power becomes expired the project contractor or other appointed representative will be contacted by the Fire Marshal informing them that Temporary Power is expired and they need to request an extension. Failure to request a Temporary Power Extension after being notified will result in power being pulled from Brunswick Electric Membership Corporation personnel. These fees address temporary power inspections:~~

- ~~• Initial Temporary Power — \$20~~
- ~~• Extension of Temporary Power — \$20~~

**§ 93.99 PENALTY.**

~~Any person, firm, or corporation violating any section or provision of this chapter shall, upon conviction, be guilty of a misdemeanor and shall be fined not more than \$500.00, or imprisoned not more than 30 days. Each day such violation continues, however, shall be a separate and distinct offense, punishable as hereinbefore provided and fined \$100. For example, a continued violation of one week after receiving notice from the Fire Marshal and/or Fire Chief, Public Utilities Director will accumulate penalties of up to \$1,000.00 fine or imprisonment up to 210 days.~~

~~A violation of any of the provisions of this chapter, the North Carolina Fire Prevention Code or the NFPA Life Safety Code shall subject the offender to a civil penalty of one hundred dollars (\$100.00) for the first violation, three hundred dollars (\$300.00) for the second violation, and five hundred dollars (\$500.00) for the third and subsequent violations, except that any violation for locked exit doors, blocked egress or overcrowding shall subject the offender to a civil penalty of five hundred dollars (\$500.00). If a person fails to pay the civil penalties set forth herein within fifteen (15) days after being cited for a violation, the Town may seek to recover the penalties by filing a civil action in the nature of debt.~~

~~If said civil penalty is not paid within seventy-two (72) hours, in accordance with G.S. 160A-175, violations of any provision of §93.04 of this chapter shall be a Class 3 misdemeanor as provided in G.S. 14-4 punishable upon conviction by a fine not to exceed \$500.00 or by imprisonment not exceeding thirty (30) days.~~

~~This Ordinance may also be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction. In such case, The General Court of Justice shall have jurisdiction to issue such orders as may be appropriate, and it shall not be a defense to the application of the Town for equitable relief that there is an adequate remedy at law.~~

**ORDINANCE 25-03**

**ORDINANCE AMENDING THE TOWN OF SHALLOTTE'S CODE OF ORDINANCES  
AMENDING CHAPTER 93, FIRE PREVENTION ORDINANCE**

**WHEREAS**, Brunswick County and the Town of Shallotte established an inter-governmental approach for the provision of fire prevention inspections and fire code enforcement to the Town of Shallotte by Brunswick County;

**WHEREAS**, Brunswick County and the Town of Shallotte each agree that the cooperative endeavor contemplated hereby will be beneficial to both entities; and

**WHEREAS**, Brunswick County and the Town of Shallotte, in order to set out the provisions and conditions under which said services or resources will be provided, have entered into this Agreement as authorized by Article 20, Part 1 of Chapter 160A of the North Carolina General Statutes.

**WHEREAS**, to be consistent with the NC Fire Code and the Brunswick County Fire Prevention Ordinance, language within Chapter 93: Fire Prevention of the Town of Shallotte Code of Ordinances must be amended,

**THEREFORE**, be it ordained by the Board of aldermen of the Town of Shallotte that the following sections of the Code of Ordinances pertaining to Chapter 93: Fire Prevention be deleted:

- 93.03 FALSE FIRE ALARM
- 93.04 FIRE HYDRANT AND FIRE HYDRANT PLACEMENT
- 93.05 FIRE PROTECTION MEASURES
- 93.07 PLAN REVIEW FEES
- 93.08 TEMPORARY POWER
- 93.99 PENALTY

**AND THEREFORE**, be it ordained by the Board of aldermen of the Town of Shallotte that the following sections of the Code of Ordinances pertaining to Chapter 93: Fire Prevention be amended:

- 93.01 ADOPTION OF THE NORTH CAROLINA FIRE



**CODE AND BRUNSWICK COUNTY FIRE PREVENTION CODE ORDINANCE BY REFERENCE**

**§ 93.01 ADOPTION OF THE NORTH CAROLINA FIRE CODE AND BRUNSWICK COUNTY FIRE PREVENTION CODE ORDINANCE BY REFERENCE**

The North Carolina State Building Code: International Fire Code with NC Amendments Volume V – Fire Prevention and associated appendices are most current edition of the North Carolina Fire Code and most current edition of the Brunswick County Fire Prevention Ordinance are hereby adopted by reference as fully as though set forth herein as the Fire Prevention Code for the Town. An official copy of the code shall be kept in the office of the Fire Marshal.

**93.02 NORTH CAROLINA GENERAL STATUTES GOVERNING FIRE PROTECTION WITHIN THE TOWN**

**§ 93.02 NORTH CAROLINA GENERAL STATUTES GOVERNING FIRE PROTECTION WITHIN THE TOWN**

Most of the statutory provisions relating cities and Towns are contained in Chapter 160A of the North Carolina General Statutes. Articles 14 and 19 of that chapter, respectively entitled “Fire Protection” and “Planning and Regulation of Development,” specifically apply to fire protection within corporate limits. These statutes and the Town ordinances govern the operation of the fire department.

**93.06 FIRE INSPECTIONS FEES**

**§ 93.06 FIRE INSPECTIONS FEES**

The Town’s Fire Marshal Brunswick County Fire Marshal’s Office by contract is responsible for inspecting businesses and Town properties to insure that business owners, employees and the general public are safe from fire and safety hazards in accordance with the current edition of the Brunswick County Fire Prevention Ordinance and the most current edition of the North Carolina Building Code (International Fire Code with

NC Amendments) and all associated appendices as adopted by the North Carolina Building Code Council.

**INTRODUCED** at a regular meeting of the Board of Aldermen on January 28, 2025 and adopted at a regular meeting of the Board of Aldermen on January 28, 2025.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

TOWN OF SHALLOTTE, NORTH CAROLINA

\_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_

Town Clerk





Town of Shallotte Board of Aldermen  
**ACTION AGENDA ITEM**  
2025

**TO:** Board of Aldermen

**ACTION ITEM #:** \_\_\_\_\_

**FROM:**

**MEETING DATE:** 1/21/2025

**DATE SUBMITTED:** \_\_\_\_\_

**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:**  YES  NO

Authorize signature of performance guarantee agreement per Section 28-7 (B) of Shallotte UDO

**Phase I, Summer's Walk**

LDI Commercial, LLC. has submitted a performance guarantee for the construction of sidewalks within Phase I of the Summer's Walk subdivision. The guarantee is in the form of a surety bond. The bond is in the amount of \$189,144.4 which is 125% of the estimated amount of work for the incomplete infrastructure. This estimate has been confirmed by the Town's engineer.

Staff requests the Board authorize signature once the town attorney has reviewed the surety bond and agreement language.

**FISCAL IMPACT:**

**BUDGET AMENDMENT REQUIRED:**

YES  NO

**CAPITAL PROJECT ORDINANCE REQUIRED:**

YES  NO

**PRE-AUDIT CERTIFICATION REQUIRED:**

YES  NO

**REVIEWED BY DIRECTOR OF FISCAL OPERATIONS**

YES  NO

**CONTRACTS/AGREEMENTS:**

**REVIEWED BY TOWN ATTORNEY:**

YES  NO  N/A

**ADVISORY BOARD RECOMMENDATION:**

**STAFF RECOMMENDATION:**

**FINANCE RECOMMENDATION:**

**ATTACHMENTS:**

- 1. Subdivision Exhibit

**ACTION OF THE BOARD OF ALDERMEN**

**APPROVED:**

**ATTEST:**

**CLERK TO THE BOARD**

**DENIED:**

**DEFERRED**

**UNTIL:**

\_\_\_\_\_

\_\_\_\_\_

**SIGNATURE**

**OTHER:**



**Summers Walk - Phase 1**  
ENGINEER'S QUANTITY ESTIMATE



December 31, 2024  
09534-0001

Item	Description	Quantity Estimate	Unit	Unit Cost	Remaining Improvements
1	8' MULTI-USE PATH	3473	SY	\$40.00	\$138,902.22
2	5' CONCRETE SIDEWALK	310	SY	\$40.00	\$12,413.33
					\$151,315.56
<b>REMAINING IMPROVEMENTS TOTAL</b>					<b>\$151,315.56</b>
<b>ESTIMATED SURETY AMOUNT TOTAL</b>					<b>\$ 189,144.44</b>





# Town of Shallotte

## ACTION AGENDA ITEM

2025

**TO:** Board of Alderman  
**FROM:** Mimi Gaither, Town Manager  
EXT. #

**ACTION ITEM #:** \_\_\_\_\_  
**MEETING DATE:** 1.21.25  
**DATE SUBMITTED:** 1.17.25

**ISSUE/ACTION REQUESTED – Approval of Feasibility Audit**      **PUBLIC HEARING:**     YES     NO

**BACKGROUND/PURPOSE OF REQUEST:** As part of the USDA loan they are requiring us to perform a feasibility audit. One of the two firms that are qualified to do the audit is our audit firm. Need approval to sign the contract with the amount not to exceed \$25,000

**FISCAL IMPACT:**

**BUDGET AMENDMENT REQUIRED:**                     YES     NO  
**CAPITAL PROJECT ORDINANCE REQUIRED:**                     YES     NO  
**PRE-AUDIT CERTIFICATION REQUIRED:**                     YES     NO  
**REVIEWED BY DIRECTOR OF FISCAL OPERATIONS**                     YES     NO

**CONTRACTS/AGREEMENTS:**

**REVIEWED BY TOWN ATTORNEY:**                     YES     NO     N/A

**ADVISORY BOARD RECOMMENDATION:** N/A

**TOWN MANAGER’S RECOMMENDATION:.** Approval - MOG

**FINANCE RECOMMENDATION:** N/A

**ATTACHMENTS:**

- 1.
- 2.
- 3.

**ACTION OF THE BOARD OF ALDERMEN**

**APPROVED:**

**ATTEST:**

**CLERK TO THE BOARD**

**DENIED:**

**DEFERRED**

**UNTIL:** \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE**

**OTHER:**



**Thompson, Price, Scott, Adams & Co., P.A.**

P.O. Box 398  
1626 S Madison Street  
Whiteville, NC 28472  
Telephone (910) 642-2109  
Fax (910) 642-5958

Alan W. Thompson, CPA  
R. Bryon Scott, CPA  
Gregory S. Adams, CPA

January 6, 2025

Town of Shallotte  
PO Box 2287  
Shallotte, NC 28459

Board of Alderman and Management

We are pleased to confirm our acceptance and our understanding of the services we are to provide for the Town of Shallotte.

We will examine the projection, which comprises the projected statements of net position – general fund of the Town of Shallotte, North Carolina (the “Town”) as of June 30, 2025, 2026, 2027, 2028, and 2029, and the related projected statements of activities and cash flows – general fund for the years then ending. We will examine the projection for the purpose of issuing a report stating whether, in our opinion, (1) management’s projection is presented, in all material respects, in accordance with guidelines for the presentation of a projection established by the American Institute of Certified Public Accountants (AICPA presentation guidelines) and (2) management’s assumptions are suitably supported and provide a reasonable basis for its projection given the hypothetical assumptions.

We will also assist in preparing the projection of the Town of Shallotte in accordance with the guidelines for the presentation of prospective financial information established by the AICPA based on information provided by you. The preparation of a projection involves the processing of, and the mathematical and other clerical functions related to, the presentation of the projection, which is based on management’s assumptions. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take action that could be construed as assuming managing responsibilities.

The projection presents, to the best of management’s knowledge and belief, the Town of Shallotte’s expected financial position, results of operations, and cash flows for the projection period assuming the hypothetical assumptions identified in the notes in the report. It is based on management’s assumptions reflection conditions it expects would exist and the courses of action it expected would be taken assuming the hypothetical assumptions identified in the notes in the report.

Our examination will be conducted in accordance with attestation standards established by the AICPA. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain necessary evidence to enable us to express our opinion. Our examination of the projection will include procedures we consider necessary to evaluate (1) the assumptions used by management as a basis for the projection, (2) the preparation of the projection, and (3) the presentation of the projection. We will issue a written report upon completion of our examination. Our report will be addressed to the Board of Alderman and Management of the Town of Shallotte. We cannot provide assurance that an unmodified

Members

American Institute of CPAs - N.C. Association of CPAs – AICPA’s Private Companies Practice Section



opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Even if the hypothetical assumptions identified in the notes in the report occur, there will usually be difference between the projected and actual results, because events and circumstances frequently do not occur as expected, and those difference may be material. Our report will contain a statement to that effect.

We have no responsibility to update our report for events and circumstances occurring after the date of our report.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control over the preparation of the projection, an unavoidable risk that some material misstatements may not be detected exists, even though the examination is properly planned and performed in accordance with the attestation standards.

You understand that the report is intended solely for the information and use of the Board of Alderman and Management of the Town of Shallotte and is not intended to be and should not be used by anyone other than those specified parties. It is our understanding that the Town intends to use this report for requirements specified for USDA loan funding. If the Town is going to use this report for any party other than USDA, it should be discussed with us prior to releasing the report to any other parties.

We will plan and perform the examination to obtain reasonable assurance about whether management's projection is presented in accordance with the AICPA presentation guidelines and whether the underlying assumptions are suitably supported and provide a reasonable basis for the projection given the hypothetical assumptions. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, or known and suspected fraud and noncompliance with laws or regulations, or internal control deficiencies that may exist. However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. You are responsible for the presentation of management's projection in accordance with the AICPA presentation guidelines and whether its underlying assumptions are suitably supported and provide a reasonable basis for the projection given the hypothetical assumptions. You are responsible for the representation about your plans and expectation and for disclosure of significant information that might affect the ultimate realization of the projected results. You are responsible for the design, implementation, and maintenance of internal control relevant to the preparation and presentation of the projection and that it is free from material misstatement, whether due to fraud or error.

You are responsible for, and agree to provide us with, a written assertion about whether the projection is presented in accordance with AICPA presentation guidelines. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for provides us with (1) access to all information of which you are aware that is relevant to the preparation and presentation of the projection (such as records, documentation, and other matters), (2) additional information that we may request for the purpose of the examination, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain examination evidence.



At the conclusion of the engagement, you agree to provide us with certain written representations in the form of a representation letter, which, among other things, will confirm management's responsibility for the underlying assumptions and the appropriateness of the projection and its presentation. We understand that the projection and our report thereon will be used only for requirements by USDA as a part of a loan application package for financing. If you intend to reproduce the projection and our report thereon, you agree that they will be reproduced in their entirety, and both the first and subsequent corrected drafts of the document containing the projection and any accompanying material must be submitted to us for approval.

You agree to assume all management responsibilities for the projection preparation services and any other nonattest services we provide; oversee the services by designating an individual (Isaac Norris, Jr.), preferably from senior management, with suitable skill, knowledge or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but we remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information, and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Alan W. Thompson is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We expect to begin our examination on approximately January 6, 2025. Our fees will be based on standard hourly rates. We estimate that our fees for these services will not exceed \$25,000. You will also be billed for travel and other out-of-pocket costs such as report production, word processing, postage, etc. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the examination. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been complete upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes 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 to confirm your understanding and return it to us. You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our service will continue to be governed by the terms of this engagement letter.

Very truly yours,



Alan W. Thompson, CPA  
Thompson, Price, Scott, Adams & Co., P.A.

RESPONSE:

This letter correctly sets forth the understanding of the Town of Shallotte.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CC: Board of Alderman



Town of Shallotte Board of Aldermen  
**ACTION AGENDA ITEM**  
2025

**TO:** Board of Aldermen

**ACTION ITEM #:** ANX 24-20

**FROM:** Brandon Eaton, Planner II

**MEETING DATE:** 01/21/2025

**DATE SUBMITTED:** \_\_\_\_\_

**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:**  YES  NO

Request the Board to direct the Town Clerk to “investigate the sufficiency thereof and to certify the result of the investigation” of the petition for voluntary annexation of parcels 2140005803, 214IA005, 214IA006, 214IA007, 214IA008, 214IA009, 214IA004, 214IA012, 214IA011, 214IA010, 214IA013, 214IA016, 214IA014, 214IA003, 214IA002, & 214IA001, on behalf of All-In, LLC.

**BACKGROUND/PURPOSE OF REQUEST:**

Staff has received an application and petition for voluntary annexation for the properties shown on the attached plat. G.S. 160A-31 requires that prior to a public hearing; the Town Clerk must first investigate the sufficiency of the petition.

Upon the direction of the Board, staff will affirm that the petition has been signed appropriately and that the subsequent public hearing is advertised and adjacent property owners are given the appropriate notice.

**FISCAL IMPACT:**

**BUDGET AMENDMENT REQUIRED:**  YES  NO  
**CAPITAL PROJECT ORDINANCE REQUIRED:**  YES  NO  
**PRE-AUDIT CERTIFICATION REQUIRED:**  YES  NO  
**REVIEWED BY FINANCE DIRECTOR**  YES  NO

**CONTRACTS/AGREEMENTS:**

**REVIEWED BY TOWN ATTORNEY:**  YES  NO  N/A

**ADVISORY BOARD RECOMMENDATION:**

NA

**STAFF'S RECOMMENDATION: NA**

---

**FINANCE RECOMMENDATION: NA**

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**ATTACHMENTS:**

1. Petition
2. Area Map
3. Legal Descriptions

**ACTION OF THE BOARD OF ALDERMEN**

**APPROVED:**

**ATTEST:**

**CLERK TO THE BOARD**

**DENIED:**

**DEFERRED**

**UNTIL:**

\_\_\_\_\_

\_\_\_\_\_

**SIGNATURE**

**OTHER:**



## Petition Requesting Voluntary Contiguous Annexation

TO THE BOARD OF ALDERMEN OF THE TOWN OF SHALLOTTE, NORTH CAROLINA:

1. We the undersigned owner(s) of real property respectfully request that the area described in paragraph 2 below be annexed to the TOWN OF SHALLOTTE.
2. The area to be annexed is contiguous to the Town of Shallotte and the boundaries of such territory are described in the attached metes and bounds description (Exhibit "A") and annexation map (Exhibit "B"), attached hereto and incorporated herein by reference.

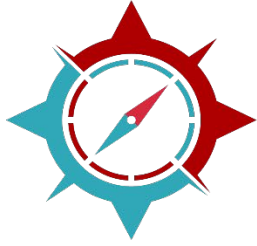
Vested rights, with respect to such property, have not been established, under N.C.G.S. 160A-385.1, except as described in Exhibit "C", attached hereto and incorporated herein by reference.

Respectfully,

Printed Name	Mailing Address	Parcel ID #(s)	Vested Rights?	Signature	Date
Samuel N. Varnam Managing Member	1574 Monster Buck Est NW Supply, NC 28462	2140005803 & see below	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<i>Samuel N. Varnam</i>	8/6/2024
Lisa Lewis Varnam Managing Member	1574 Monster Buck Est NW Supply, NC 28462	2140005803 & see below	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<i>Lisa Lewis Varnam</i>	8/6/2024
		214IA001 214IA002 214IA003	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
		214IA004 214IA005 214IA006	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
		214IA007 214IA008 214IA009	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
		214IA010 214IA011 214IA012	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
		214IA013 214IA014 214IA016	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		







# COASTALGEOMATICS

LAND SURVEYING • MAPPING • PLANNING

Legal Description  
Town of Shallotte  
September 16, 2024

Being all that certain tracts or parcels of land lying and being in Shallotte Township, Brunswick County, North Carolina and being more particularly described as follows:

Beginning at a point being the northeast corner of Lot 8, Phase 1, Greenwich Harbor Villas as recorded in Map Cabinet R, Page 240 in the Brunswick County Register of Deeds; said point being located N51°47'26"W, 734.07 feet from a PK Nail found in the approximate intersection of SR 1191 Copas Road and SR 1146 Middle Dam Road (60' Public Right of Way).

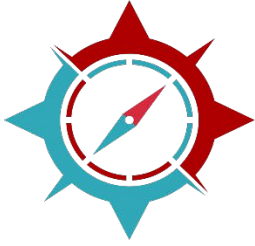
Thence from the beginning point and with the northern lot lines of Lots 6, 7 and 8, Greenwich Harbor Villas, N88°50'23"W, 355.73 to a point; thence S75°24'16"W, 62.34 feet to a point; thence N88°50'26"W, 150.00 feet to a point; thence N01°09'36"E, 59.16 feet to a point; thence S89°10'08"W, 145.72 feet to a point; thence N00°55'17"E, 1188.31 feet to a point, said point being in the southern boundary line of the lands claimed by Robert H. White as recorded in Deed Book 3519, Page 238 (Map Cabinet 75, Page 1), Brunswick County Registry; thence with the southern boundary line of Robert H. White, N52°42'46"E, 290.28 feet to a point; thence S86°29'51"E, 493.23 feet to a point; thence S03°19'37"E, 18.56 feet to a point; said point being the northwest corner of a parcel of land claimed by Olive King as shown on Map Cabinet I, Page 65, Brunswick County Registry; thence with the Olive King line S01°23'54"W, 1049.40 feet to a point; said point being the northwest corner of a parcel claimed by Marlowe Farm, LLC as recorded in Deed Book 3819, Page 158 (Map Cabinet 22, Page 280); thence S01°19'44"W, 317.91 feet to the place and point of beginning.

Containing 22.48 acres as shown on a survey titled "Annexation Survey For Town of Shallotte, NC" as prepared by Christopher D. Stanley, PLS dated August 5, 2024 to which reference is hereby made for a more full and accurate description. All bearings have been rotated to NC Grid North.

Prepared by:

---

Christopher D. Stanley, PLS  
Coastal Geomatics, PLLC



# COASTAL GEOMATICS

LAND SURVEYING • MAPPING • PLANNING

Legal Description

Town of Shallotte

Lot 5, Phase 1, Greenwich Harbor Villas

September 26, 2024

Being all that certain tract or parcel of land lying and being in Shallotte Township, Brunswick County, North Carolina and being more particularly described as follows:

Beginning at a point being the southwestern corner of Lot 5, Phase 1, Greenwich Harbor Villas as recorded in Map Cabinet R, Page 240 in the Brunswick County Register of Deeds; said point being located  $N73^{\circ}31'34''W$ , 1193.99 feet from a PK Nail found in the approximate intersection of SR 1191 Copas Road and SR 1146 Middle Dam Road (60' Public Right of Way).

Thence from said beginning point  $N01^{\circ}09'34''E$ , 110.00 feet to a point; thence  $S88^{\circ}50'26''E$ , 150.00 feet to a point on the westerly right of way line of Greenwich Court (60' Private Right of Way), thence along said westerly right of way,  $S01^{\circ}09'34''W$ , 110.00 feet to a point; thence  $N88^{\circ}50'26''W$ , 150.00 feet to the place and point of beginning.

Containing 0.38 acres and being all of Lot 5, Phase 1, Greenwich Harbor Villas as recorded in Map Cabinet R, Page 240 in the Brunswick County Register of Deeds to which reference is hereby made for a more full and accurate description. All bearings have been rotated to NC Grid North.

Prepared by:

---

Christopher D. Stanley, PLS  
Coastal Geomatics, PLLC

**Coastal Geomatics, PLLC**

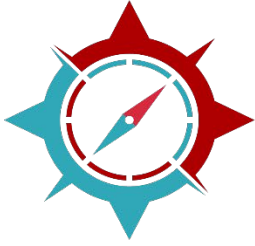
Main Branch: 5041-3 Main Street, Shallotte, NC 28470 \* Telephone: 910-356-1800

Mailing Address: Post Office Box 1560, Shallotte, NC 28459

NCBELS Firm License No. P-2248

coastalgeomatics.com





# COASTALGEOMATICS

LAND SURVEYING • MAPPING • PLANNING

Legal Description

Town of Shallotte

Lot 6, Phase 1, Greenwich Harbor Villas

September 26, 2024

Being all that certain tract or parcel of land lying and being in Shallotte Township, Brunswick County, North Carolina and being more particularly described as follows:

Beginning at a point being the northeastern corner of Lot 6, Phase 1, Greenwich Harbor Villas as recorded in Map Cabinet R, Page 240 in the Brunswick County Register of Deeds; said point being located N61°06'55"W, 950.68 feet from a PK Nail found in the approximate intersection of SR 1191 Copas Road and SR 1146 Middle Dam Road (60' Public Right of Way).

Thence from said beginning point, S01°09'34"W, 150.00 feet to a point on the northerly right of way line of Harbor Drive (60' Private Right of Way); thence with said northerly right of way line of Harbor Drive, N88°50'26"W, 80.00 feet to a point of curvature with a curve to the right having a radius of 20.00 feet and a chord bearing and distance of N43°50'26"W, 28.28 feet to a point on the easterly right of way line of Greenwich Court (60' Private Right of Way); thence along said easterly right of way line of Greenwich Court, N01°09'34"E, 130.00 feet to a point; thence S88°50'26"E, 100.00 to the place and point of beginning.

Containing 0.34 acres and being all of Lot 6, Phase 1, Greenwich Harbor Villas as recorded in Map Cabinet R, Page 240 in the Brunswick County Register of Deeds to which reference is hereby made for a more full and accurate description. All bearings have been rotated to NC Grid North.

Prepared by:

---

Christopher D. Stanley, PLS  
Coastal Geomatics, PLLC

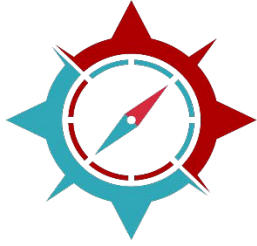
**Coastal Geomatics, PLLC**

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Mailing Address: Post Office Box 1560, Shallotte, NC 28459

NCBELS Firm License No. P-2248

coastalgeomatics.com



# COASTALGEOMATICS

LAND SURVEYING • MAPPING • PLANNING

Legal Description

Town of Shallotte

Lot 8, Phase 1, Greenwich Harbor Villas

September 26, 2024

Being all that certain tract or parcel of land lying and being in Shallotte Township, Brunswick County, North Carolina and being more particularly described as follows:

Beginning at a point being the northeast corner of Lot 8, Phase 1, Greenwich Harbor Villas as recorded in Map Cabinet R, Page 240 in the Brunswick County Register of Deeds; said point being located N51°47'26"W, 734.07 feet from a PK Nail found in the approximate intersection of SR 1191 Copas Road and SR 1146 Middle Dam Road (60' Public Right of Way).

Thence from said beginning point, S42°00'46"W, 197.97 feet to a point on the northerly right of way line of Harbour Drive (60' Private Right of Way); thence with curve to the left having a radius of 40.00 feet and a chord bearing and distance of N68°24'51"W, 27.92 feet to a point; thence N01°09'34"E, 140.00 feet to a point; thence S88°50'26"E, 155.66 to the place and point of beginning.

Containing 0.31 acres and being all of Lot 8, Phase 1, Greenwich Harbor Villas as recorded in Map Cabinet R, Page 240 in the Brunswick County Register of Deeds to which reference is hereby made for a more full and accurate description. All bearings have been rotated to NC Grid North.

Prepared by:

---

Christopher D. Stanley, PLS  
Coastal Geomatics, PLLC

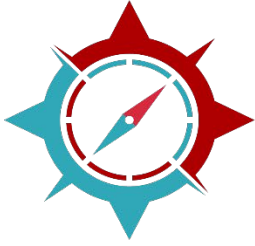
**Coastal Geomatics, PLLC**

Main Branch: 5041-3 Main Street, Shallotte, NC 28470 \* Telephone: 910-356-1800

Mailing Address: Post Office Box 1560, Shallotte, NC 28459

NCBELS Firm License No. P-2248

coastalgeomatics.com



# COASTALGEOMATICS

LAND SURVEYING • MAPPING • PLANNING

Legal Description  
Town of Shallotte  
Lot 9, Phase 1, Greenwich Harbor Villas  
September 26, 2024

Being all that certain tract or parcel of land lying and being in Shallotte Township, Brunswick County, North Carolina and being more particularly described as follows:

Beginning at a point being the southeastern corner of Lot 9, Phase 1, Greenwich Harbor Villas as recorded in Map Cabinet R, Page 240 in the Brunswick County Register of Deeds; said point being located N64°44'33"W, 642.38 feet from a PK Nail found in the approximate intersection of SR 1191 Copas Road and SR 1146 Middle Dam Road (60' Public Right of Way).

Thence from said beginning point, N88°50'26"W, 115.13 feet to a point on the right of way line of Harbour Drive (60' Private Right of Way); thence with a curve to the left having a radius of 40.00 feet and a chord bearing and distance of N23°24'50"W, 33.27 feet to a point; thence N42°00'46"E, 197.97 feet to a point; thence S01°19'44"W, 180.00 to the place and point of beginning.

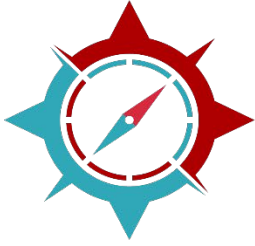
Containing 0.30 acres and being all of Lot 9, Phase 1, Greenwich Harbor Villas as recorded in Map Cabinet R, Page 240 in the Brunswick County Register of Deeds to which reference is hereby made for a more full and accurate description. All bearings have been rotated to NC Grid North

Prepared by:

---

Christopher D. Stanley, PLS  
Coastal Geomatics, PLLC





# COASTAL GEOMATICS

LAND SURVEYING • MAPPING • PLANNING

## Legal Description

Town of Shallotte

Lot 10, Phase 1, Greenwich Harbor Villas

September 26, 2024

Being all that certain tract or parcel of land lying and being in Shallotte Township, Brunswick County, North Carolina and being more particularly described as follows:

Beginning at a point being the southeastern corner of Lot 10, Phase 1, Greenwich Harbor Villas as recorded in Map Cabinet R, Page 240 in the Brunswick County Register of Deeds; said point being located  $N80^{\circ}51'36''W$ , 592.67 feet from a PK Nail found in the approximate intersection of SR 1191 Copas Road and SR 1146 Middle Dam Road (60' Public Right of Way).

Thence from said beginning point,  $N88^{\circ}50'26''W$ , 65.00 feet to a point; thence  $N25^{\circ}18'13''W$ , 161.07 feet to a point on the southerly right of way line of Harbour Drive (60' Private Right of Way); thence with a curve to the left having a radius of 40.00 feet and a chord bearing and distance of  $N32^{\circ}55'40''E$ , 42.12 feet to a point; thence  $S88^{\circ}50'26''E$ , 115.13 feet to a point; thence  $S01^{\circ}19'44''W$ , 180.00 to the place and point of beginning.

Containing 0.43 acres and being all of Lot 10, Phase 1, Greenwich Harbor Villas as recorded in Map Cabinet R, Page 240 in the Brunswick County Register of Deeds to which reference is hereby made for a more full and accurate description. All bearings have been rotated to NC Grid North.

Prepared by:

---

Christopher D. Stanley, PLS  
Coastal Geomatics, PLLC

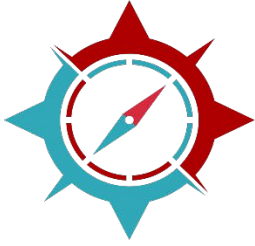
### Coastal Geomatics, PLLC

Main Branch: 5041-3 Main Street, Shallotte, NC 28470 \* Telephone: 910-356-1800

Mailing Address: Post Office Box 1560, Shallotte, NC 28459

NCBELS Firm License No. P-2248

coastalgeomatics.com



# COASTALGEOMATICS

LAND SURVEYING • MAPPING • PLANNING

Legal Description

Town of Shallotte

Lot 4, Phase 1, Greenwich Harbor Villas

September 26, 2024

Being all that certain tract or parcel of land lying and being in Shallotte Township, Brunswick County, North Carolina and being more particularly described as follows:

Beginning at a point being the southwestern corner of Lot 4, Phase 1, Greenwich Harbor Villas as recorded in Map Cabinet R, Page 240 in the Brunswick County Register of Deeds; said point being located N78°43'47"W, 1169.76 from a PK Nail found in the approximate intersection of SR 1191 Copas Road and SR 1146 Middle Dam Road (60' Public Right of Way).

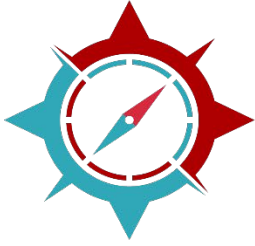
Thence from said beginning point N01°09'34"E, 110.00 feet to a point; thence S88°50'26"E, 150.00 feet to a point on the westerly right of way line of Greenwich Court (60' Private Right of Way), thence along said westerly right of way, S01°09'34"E, 110.00 feet to a point; thence N88°50'26"W, 150.00 feet to the place and point of beginning.

Containing 0.38 acres and being all of Lot 4, Phase 1, Greenwich Harbor Villas as recorded in Map Cabinet R, Page 240 in the Brunswick County Register of Deed to which reference is hereby made for a more full and accurate description. All bearings have been rotated to NC Grid North.

Prepared by:

---

Christopher D. Stanley, PLS  
Coastal Geomatics, PLLC



# COASTALGEOMATICS

LAND SURVEYING • MAPPING • PLANNING

Legal Description

Town of Shallotte

Lot 7, Phase 1, Greenwich Harbor Villas

September 26, 2024

Being all that certain tract or parcel of land lying and being in Shallotte Township, Brunswick County, North Carolina and being more particularly described as follows:

Beginning at a point being the northeastern corner of Lot 7, Phase 1, Greenwich Harbor Villas as recorded in Map Cabinet R, Page 240 in the Brunswick County Register of Deeds; said point being located N58°01'36"W, 863.41 feet from a PK Nail found in the approximate intersection of SR 1191 Copas Road and SR 1146 Middle Dam Road (60' Public Right of Way).

Thence from said beginning point, S01°09'34"W, 140.00 feet to a point on the northerly right of way line of Harbour Drive (60' Private Right of Way); thence with a curve to the left having a radius of 40.00 feet and a chord bearing and distance of S74°22'50"W 23.09 feet to a point of reverse curvature; thence with a curve to the right having a radius of 20.00 feet and a chord bearing and distance are as follows, S74°22'51"W, 11.55 feet to a point; thence N88°50'26"W, 66.83 feet to a point in the northern right of way line of Harbour Drive; thence N01°09'34"E, 155.00 to a point; thence S88°50'26"E, 100.00 feet to the place and point of beginning.

Containing 0.34 acres and being all of Lot 7, Phase 1, Greenwich Harbor Villas as recorded in Map Cabinet R, Page 240 in the Brunswick County Register of Deeds to which reference is hereby made for a more full and accurate description. All bearings have been rotated to NC Grid North

Prepared by:

---

Christopher D. Stanley, PLS  
Coastal Geomatics, PLLC

**Coastal Geomatics, PLLC**

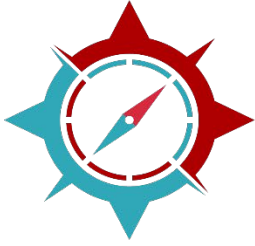
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# COASTALGEOMATICS

LAND SURVEYING • MAPPING • PLANNING

Legal Description

Town of Shallotte

Lot 2, Phase 1, Greenwich Harbor Villas

September 26, 2024

Being all that certain tract or parcel of land lying and being in Shallotte Township, Brunswick County, North Carolina and being more particularly described as follows:

Beginning at a point being the southwestern corner of Lot 2, Phase 1, Greenwich Harbor Villas as recorded in Map Cabinet R, Page 240 in the Brunswick County Register of Deeds; said point being located N89°04'00"W, 1176.63 feet from a PK Nail found in the approximate intersection of SR 1191 Copas Road and SR 1146 Middle Dam Road (60' Public Right of Way).

Thence from said beginning point N01° 21'57"E, 99.82 feet to a point, thence S89°16'25"E, 24.67 feet to a point; thence S88°50'20"E, 150.00 feet to a point on the westerly right of way line of Greenwich Court (60' Private Right of Way), thence along said easterly right of way, S01° 09'34"W, 100.00 feet to a point; thence N88° 50'26"W, 175.03 feet to the place and point of beginning.

Containing 0.40 acres and being all of Lot 2, Phase 1, Greenwich Harbor Villas as recorded in Map Cabinet R, Page 240 in the Brunswick County Register of Deeds to which reference is hereby made for a more full and accurate description. All bearings have been rotated to NC Grid North.

Prepared by:

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Christopher D. Stanley, PLS  
Coastal Geomatics, PLLC

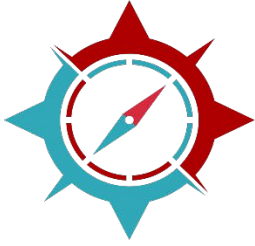
**Coastal Geomatics, PLLC**

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NCBELS Firm License No. P-2248

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# COASTAL GEOMATICS

LAND SURVEYING • MAPPING • PLANNING

**Legal Description**

Town of Shallotte

Lot 3, Phase 1, Greenwich Harbor Villas

September 26, 2024

Being all that certain tract or parcel of land lying and being in Shallotte Township, Brunswick County, North Carolina and being more particularly described as follows:

Beginning at a point being the southwestern corner of Lot 3, Phase 1, Greenwich Harbor Villas as recorded in Map Cabinet R, Page 240 in the Brunswick County Register of Deeds; said point being located N84°06'26"W, 1155.54 feet from a PK Nail found in the approximate intersection of SR 1191 Copas Road and SR 1146 Middle Dam Road (60' Public Right of Way).

Thence from said beginning point N01° 09'34"E, 110.00 feet to a point; thence S88°50'26"E, 150.00 feet to a point on the westerly right of way line of Greenwich Court (60' Private Right of Way), thence along said westerly right of way, S01° 09'34"W, 110.00 feet to a point; thence N88° 50'20"W, 150.00 feet to the place and point of beginning.

Containing 0.38 acres and being all of Lot 3, Phase 1, Greenwich Harbor Villas as recorded in Map Cabinet R, Page 240 in the Brunswick County Register of Deeds to which reference is hereby made for a more full and accurate description. All bearings have been rotated to NC Grid North.

Prepared by:

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Christopher D. Stanley, PLS  
Coastal Geomatics, PLLC

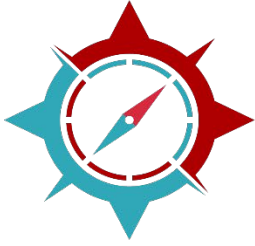
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# COASTAL GEOMATICS

LAND SURVEYING • MAPPING • PLANNING

Legal Description

Town of Shallotte

Lot 1, Phase 1, Greenwich Harbor Villas

September 26, 2024

Being all that certain tract or parcel of land lying and being in Shallotte Township, Brunswick County, North Carolina and being more particularly described as follows:

Beginning at a point in the northern right of way line of SR 1191 Copas Road (60' Public Right of Way), said point being located S85°44'39"W, 1182.29 feet from a PK Nail found in the approximate intersection of SR 1191 Copas Road and SR 1146 Middle Dam Road (60' Public Right of Way), said point also being the southwestern corner of Lot 1, Phase 1, Greenwich Harbor Villas as recorded in Map Cabinet R, Page 240 in the Brunswick County Register of Deeds.

Thence from said beginning point N01° 21'57"E, 106.93 feet to a point, thence S88°50'26"E, 175.03 feet to a point on the westerly right of way line of Greenwich Court (60' Private Right of Way), thence along said easterly right of way, S01° 09'34"W, 93.76 feet to a point in the northerly right of way of SR 1191 Copas Road (60' Public Right of Way); thence S86° 51'56"W, 175.91 feet to the place and point of beginning.

Containing 0.40 acres and being all of Lot 1, Phase 1, Greenwich Harbor Villas as recorded in Map Cabinet R, Page 240 in the Brunswick County Register of Deeds to which reference is hereby made for a more full and accurate description. All bearings have been rotated to NC Grid North.

Prepared by:

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Christopher D. Stanley, PLS  
Coastal Geomatics, PLLC

**Coastal Geomatics, PLLC**

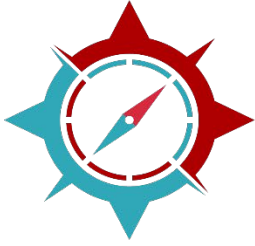
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# COASTALGEOMATICS

LAND SURVEYING • MAPPING • PLANNING

Legal Description

Town of Shallotte

Lot 14, Phase 1, Greenwich Harbor Villas

September 26, 2024

Being all that certain tract or parcel of land lying and being in Shallotte Township, Brunswick County, North Carolina and being more particularly described as follows:

Beginning at a point being the southeastern corner of Lot 14, Phase 1, Greenwich Harbor Villas as recorded in Map Cabinet R, Page 240 in the Brunswick County Register of Deeds; said point being located  $S85^{\circ}10'49''W$ , 795.87 from a PK Nail found in the approximate intersection of SR 1191 Copas Road and SR 1146 Middle Dam Road (60' Public Right of Way).

Thence from said beginning point and with the northern right of way line of SR 1191 Copas Road (60' Public Right of Way),  $S86^{\circ}54'19''W$ , 150.47 feet to a point of intersection with its eastern right of way line of Greenwich Court (60' Private Right of Way); thence, with the eastern right of way line of Greenwich Court,  $N01^{\circ}09'34''E$ , 126.35 feet to a point; thence  $S88^{\circ}50'26''E$ , 150.00 feet to a point; thence  $S01^{\circ}09'34''W$ , 115.19 feet to the place and point of beginning.

Containing 0.42 acres and being all of Lot 14, Phase 1, Greenwich Harbor Villas as recorded in Map Cabinet R, Page 240 in the Brunswick County Register of Deeds to which reference is hereby made for a more full and accurate description. All bearings have been rotated to NC Grid North.

Prepared by:

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Christopher D. Stanley, PLS  
Coastal Geomatics, PLLC

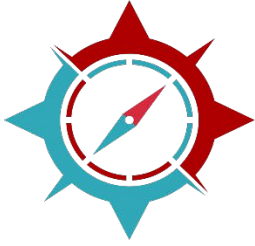
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# COASTALGEOMATICS

LAND SURVEYING • MAPPING • PLANNING

**Legal Description**

Town of Shallotte

Lot 16, Phase 1, Greenwich Harbor Villas

September 26, 2024

Being all that certain tract or parcel of land lying and being in Shallotte Township, Brunswick County, North Carolina and being more particularly described as follows:

Beginning at a point being the southeastern corner of Lot 16, Phase 1, Greenwich Harbor Villas as recorded in Map Cabinet R, Page 240 in the Brunswick County Register of Deeds; said point being located S84°35'00"W, 591.27 feet from a PK Nail found in the approximate intersection of SR 1191 Copas Road and SR 1146 Middle Dam Road (60' Public Right of Way).

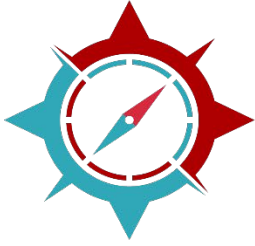
Thence from said beginning point and with the northern right of way line of SR 1191 Copas Road (60' Public Right of Way), N86°54'19"W, 102.36 feet to a point; thence N01°09'34"E, 157.59 feet to a point; thence S88°50'26"E, 102.52 feet to a point; thence S01°19'44"W, 150.00 feet to the place and point of beginning.

Containing 0.36 acres and being all of Lot 16, Phase 1, Greenwich Harbor Villas as recorded in Map Cabinet R, Page 240 in the Brunswick County Register of Deeds to which reference is hereby made for a more full and accurate description. All bearings have been rotated to NC Grid North.

Prepared by:

---

Christopher D. Stanley, PLS  
Coastal Geomatics, PLLC



# COASTAL GEOMATICS

LAND SURVEYING • MAPPING • PLANNING

Legal Description

Town of Shallotte

Lot 13, Phase 1, Greenwich Harbor Villas

September 26, 2024

Being all that certain tract or parcel of land lying and being in Shallotte Township, Brunswick County, North Carolina and being more particularly described as follows:

Beginning at a point being the southeastern corner of Lot 13, Phase 1, Greenwich Harbor Villas as recorded in Map Cabinet R, Page 240 in the Brunswick County Register of Deeds; said point being located  $N86^{\circ}30'18''W$ , 792.19 feet from a PK Nail found in the approximate intersection of SR 1191 Copas Road and SR 1146 Middle Dam Road (60' Public Right of Way).

Thence from said beginning point,  $N88^{\circ}50'26''W$ , 150.00 feet to a point in the eastern right of way line of Greenwich Court (60' Private Right of Way); thence, with said eastern right of way line of Greenwich Court,  $N01^{\circ}09'34''E$ , 100.00 feet to a point; thence  $S88^{\circ}50'26''E$ , 150.00 feet to a point; thence  $S01^{\circ}09'34''W$ , 100.00 feet to the place and point of beginning.

Containing 0.34 acres and being all of Lot 13, Phase 1, Greenwich Harbor Villas as recorded in Map Cabinet R, Page 240 in the Brunswick County Register of Deeds to which reference is hereby made for a more full and accurate description. All bearings have been rotated to NC Grid North.

Prepared by:

---

Christopher D. Stanley, PLS  
Coastal Geomatics, PLLC

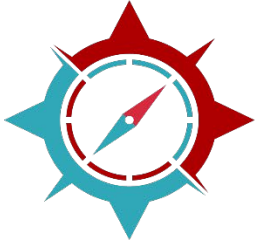
**Coastal Geomatics, PLLC**

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# COASTALGEOMATICS

LAND SURVEYING • MAPPING • PLANNING

**Legal Description**

Town of Shallotte

Lot 11, Phase 1, Greenwich Harbor Villas

September 26, 2024

Being all that certain tract or parcel of land lying and being in Shallotte Township, Brunswick County, North Carolina and being more particularly described as follows:

Beginning at a point being the southwest corner of Lot 11, Phase 1, Greenwich Harbor Villas as recorded in Map Cabinet R, Page 240 in the Brunswick County Register of Deeds; said point being located N82°54'20"W, 795.80 feet from a PK Nail found in the approximate intersection of SR 1191 Copas Road and SR 1146 Middle Dam Road (60' Public Right of Way).

Thence from said beginning point, N01°09'34"E, 150.00 feet to a point in the southerly right of way line of Harbour Drive (60' Private Right of Way); thence with said southerly right of way line of Harbour Court, S88°50'26"E, 16.83 feet to a point; thence with a curve to the right having a radius of 20.00 feet and a chord bearing and distance of S72°03'43"E, 11.55 feet to a point of reverse curvature; thence with a curve to the left having a radius of 40.00 feet and a chord bearing and distance of S85°17'36"E, 40.01 feet; thence S25°18'13"W, 161.07 feet to a point; thence N88°50'26"W, 139.60 feet to the place and point of beginning.

Containing 0.34 acres and being all of Lot 11, Phase 1, Greenwich Harbor Villas as recorded in Map Cabinet R, Page 240 in the Brunswick County Register of Deeds to which reference is hereby made for a more full and accurate description. All bearings have been rotated to NC Grid North.

Prepared by:

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Christopher D. Stanley, PLS  
Coastal Geomatics, PLLC

**Coastal Geomatics, PLLC**

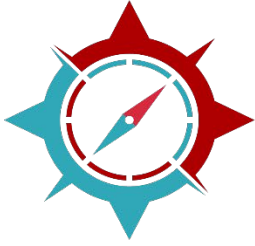
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# COASTALGEOMATICS

LAND SURVEYING • MAPPING • PLANNING

Legal Description

Town of Shallotte

Lot 12, Phase 1, Greenwich Harbor Villas

September 26, 2024

Being all that certain tract or parcel of land lying and being in Shallotte Township, Brunswick County, North Carolina and being more particularly described as follows:

Beginning at a point being the southeastern corner of Lot 12, Phase 1, Greenwich Harbor Villas as recorded in Map Cabinet R, Page 240 in the Brunswick County Register of Deeds; said point being located N79°21'10"W, 802.51 feet from a PK Nail found in the approximate intersection of SR 1191 Copas Road and SR 1146 Middle Dam Road (60' Public Right of Way).

Thence from said beginning point, N88°50'26"W, 150.00 feet to a point in the eastern right of way line of Greenwich Court (60' Private Right of Way); thence with the eastern right of way line of Greenwich Court, N01°09'34"E, 80.00 feet to a point; thence with a curve to the right having a radius of 20.00 feet and a chord bearing and distance of N46°09'35"E, 28.28 feet to a point in the southerly right of way line of Harbour Drive (60' Private Right of Way); thence with said southern right of way line of Harbour Drive, N88°50'26"E, 130.00 feet; thence S01°09'34"W, 100.00 feet to the place and point of beginning.

Containing 0.34 acres and being all of Lot 12, Phase 1, Greenwich Harbor Villas as recorded in Map Cabinet R, Page 240 in the Brunswick County Register of Deeds to which reference is hereby made for a more full and accurate description. All bearings have been rotated to NC Grid North.

Prepared by:

---

Christopher D. Stanley, PLS  
Coastal Geomatics, PLLC

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Town of Shallotte Board of Aldermen  
**ACTION AGENDA ITEM**  
2025

**TO:** Board of Aldermen

**ACTION ITEM #:** ANX 24-28

**FROM:** Brandon Eaton, Planner II

**MEETING DATE:** 01/21/2025

**DATE SUBMITTED:** \_\_\_\_\_

---

**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:**  YES  NO

**Request the Board to direct the Town Clerk to “investigate the sufficiency thereof and to certify the result of the investigation” of the petition for voluntary annexation of parcel 2300005602, on behalf of James and Marian Jones.**

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**BACKGROUND/PURPOSE OF REQUEST:**

Staff has received an application and petition for voluntary annexation for the properties shown on the attached plat. G.S. 160A-31 requires that prior to a public hearing; the Town Clerk must first investigate the sufficiency of the petition.

Upon the direction of the Board, staff will affirm that the petition has been signed appropriately and that the subsequent public hearing is advertised and adjacent property owners are given the appropriate notice.

---

**FISCAL IMPACT:**

- BUDGET AMENDMENT REQUIRED:**  YES  NO
- CAPITAL PROJECT ORDINANCE REQUIRED:**  YES  NO
- PRE-AUDIT CERTIFICATION REQUIRED:**  YES  NO
- REVIEWED BY FINANCE DIRECTOR**  YES  NO

---

**CONTRACTS/AGREEMENTS:**

**REVIEWED BY TOWN ATTORNEY:**  YES  NO  N/A

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**ADVISORY BOARD RECOMMENDATION:**

NA

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**STAFF'S RECOMMENDATION: NA**

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**FINANCE RECOMMENDATION: NA**

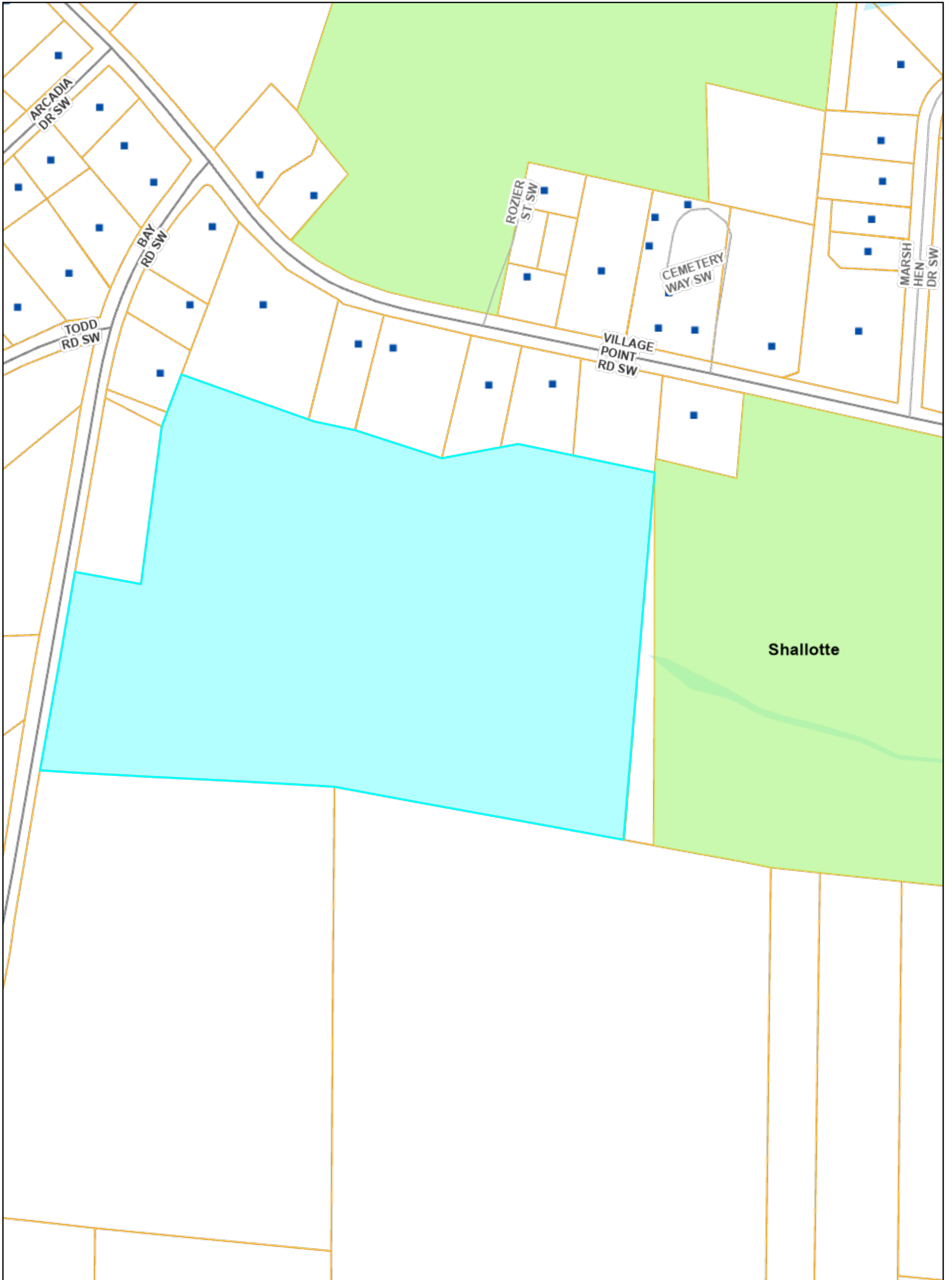
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**ATTACHMENTS:**

- 1. Petition
- 2. Area Map

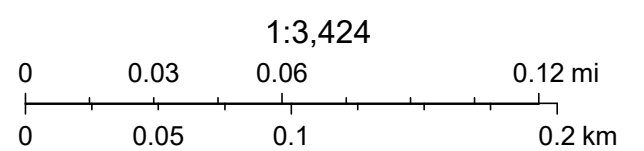
<b><u>ACTION OF THE BOARD OF ALDERMEN</u></b>		
<b>APPROVED:</b>	<input type="checkbox"/>	<b>ATTEST:                      CLERK TO THE BOARD</b>
<b>DENIED:</b>	<input type="checkbox"/>	
<b>DEFERRED UNTIL:</b>		
<b>OTHER:</b>		<b>SIGNATURE</b>

# Brunswick County GIS Data Viewer



1/17/2025, 2:30:24 PM

- |                       |              |
|-----------------------|--------------|
| County Boundary       | <b>Roads</b> |
| Parcels               | State Road   |
| <b>Municipalities</b> | Minor        |
| Shalotte City         | Addresses    |






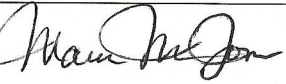
## Petition Requesting Voluntary Non-Contiguous Annexation

TO THE BOARD OF ALDERMEN OF THE TOWN OF SHALLOTTE, NORTH CAROLINA:

1. We the undersigned owner(s) of real property respectfully request that the area described in paragraph 2 below be annexed to the TOWN OF SHALLOTTE.
2. The area to be annexed is not contiguous to the Town of Shallotte and the boundaries of such territory are described in the attached metes and bounds description (Exhibit "A"), attached hereto and incorporated herein by reference.
3. The nearest point on this proposed non-contiguous annexation is not more than three miles from the primary corporate limits of the TOWN OF SHALLOTTE.
4. No point on this proposed non-contiguous corporate limits is closer to the primary corporate limits of other municipality than to the primary corporate limits of the TOWN OF SHALLOTTE.
5. The area within this proposed non-contiguous corporate limits is so situated that the TOWN OF SHALLOTTE will be able to provide the same services within the proposed non-contiguous corporate limits that it provides within its primary corporate limits.
6. There is no subdivision, which is a portion or all of this proposed non-contiguous corporate limits, as subdivision is defined in N.C.G.S. 160A-376, which is less than completely included within this proposed non-contiguous corporate limits.
7. A map, showing the area proposed for non-contiguous annexation, together with the relation of this area to the primary corporate limits of the TOWN OF SHALLOTTE, is attached hereto (Exhibit "B") and incorporated herein by reference.

Vested rights, with respect to such property, have not been established, under N.C.G.S. 160A-385.1, except as described in Exhibit "C", attached hereto and incorporated herein by reference.

Respectfully,

Printed Name	Mailing Address	Parcel ID #(s)	Vested Rights?	Signature	Date
James W. Jones	534 Planters Ridge Dr.	2300005602	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		1/2/25
Marian M. Jones	Sunset Beach, NC 28468	2300005602	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		1/2/25



Town of Shallotte Board of Aldermen  
**ACTION AGENDA ITEM**  
2025

**TO:** Board of Aldermen

**ACTION ITEM #:** ANX 25-02

**FROM:** Brandon Eaton, Planner II

**MEETING DATE:** 01/21/2025

**DATE SUBMITTED:** \_\_\_\_\_

**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:**  YES  NO

Request the Board to direct the Town Clerk to “investigate the sufficiency thereof and to certify the result of the investigation” of the petition for voluntary annexation of parcel 2300005003, on behalf of 1295 Village Point Rd, LLC.

**BACKGROUND/PURPOSE OF REQUEST:**

Staff has received an application and petition for voluntary annexation for the properties shown on the attached plat. G.S. 160A-31 requires that prior to a public hearing; the Town Clerk must first investigate the sufficiency of the petition.

Upon the direction of the Board, staff will affirm that the petition has been signed appropriately and that the subsequent public hearing is advertised and adjacent property owners are given the appropriate notice.

**FISCAL IMPACT:**

- BUDGET AMENDMENT REQUIRED:**  YES  NO
- CAPITAL PROJECT ORDINANCE REQUIRED:**  YES  NO
- PRE-AUDIT CERTIFICATION REQUIRED:**  YES  NO
- REVIEWED BY FINANCE DIRECTOR**  YES  NO

**CONTRACTS/AGREEMENTS:**

**REVIEWED BY TOWN ATTORNEY:**  YES  NO  N/A

**ADVISORY BOARD RECOMMENDATION:**

NA

**STAFF'S RECOMMENDATION: NA**

---

**FINANCE RECOMMENDATION: NA**

---

**ATTACHMENTS:**

1. Petition
2. Area Map

**ACTION OF THE BOARD OF ALDERMEN**

**APPROVED:**

**ATTEST:**

**CLERK TO THE BOARD**

**DENIED:**

**DEFERRED**

**UNTIL:**

\_\_\_\_\_

\_\_\_\_\_

**SIGNATURE**

**OTHER:**

## Petition Requesting Voluntary Non-Contiguous Annexation

TO THE BOARD OF ALDERMEN OF THE TOWN OF SHALLOTTE, NORTH CAROLINA:

1. We the undersigned owner(s) of real property respectfully request that the area described in paragraph 2 below be annexed to the TOWN OF SHALLOTTE.
2. The area to be annexed is not contiguous to the Town of Shallotte and the boundaries of such territory are described in the attached metes and bounds description (Exhibit "A"), attached hereto and incorporated herein by reference.
3. The nearest point on this proposed non-contiguous annexation is not more than three miles from the primary corporate limits of the TOWN OF SHALLOTTE.
4. No point on this proposed non-contiguous corporate limits is closer to the primary corporate limits of other municipality than to the primary corporate limits of the TOWN OF SHALLOTTE.
5. The area within this proposed non-contiguous corporate limits is so situated that the TOWN OF SHALLOTTE will be able to provide the same services within the proposed non-contiguous corporate limits that it provides within its primary corporate limits.
6. There is no subdivision, which is a portion or all of this proposed non-contiguous corporate limits, as subdivision is defined in N.C.G.S. 160A-376, which is less than completely included within this proposed non-contiguous corporate limits.
7. A map, showing the area proposed for non-contiguous annexation, together with the relation of this area to the primary corporate limits of the TOWN OF SHALLOTTE, is attached hereto (Exhibit "B") and incorporated herein by reference.

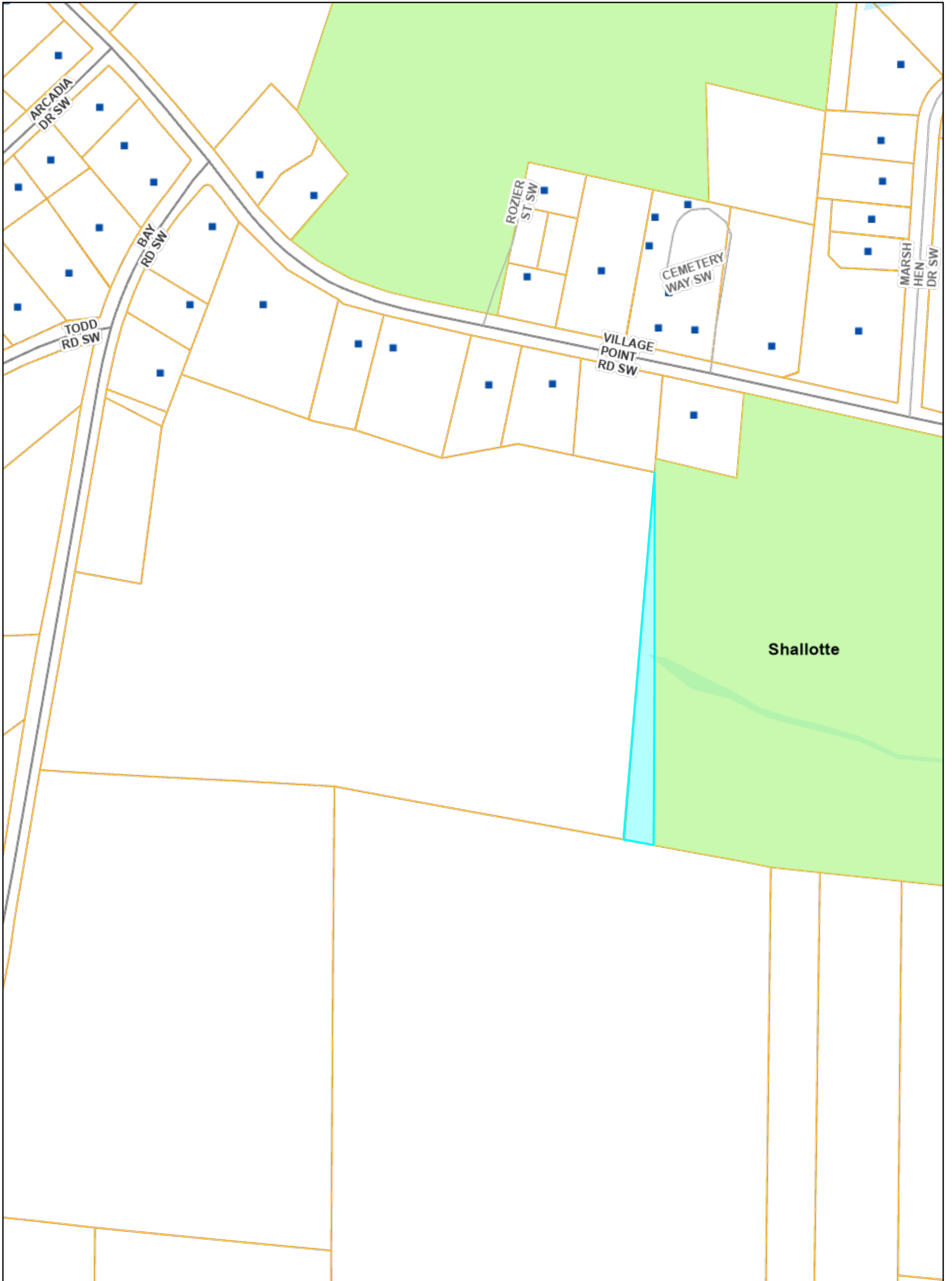
Vested rights, with respect to such property, have not been established, under N.C.G.S. 160A-385.1, except as described in Exhibit "C", attached hereto and incorporated herein by reference.

Respectfully,







Printed Name	Mailing Address	Parcel ID #(s)	Vested Rights?	Signature	Date
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		

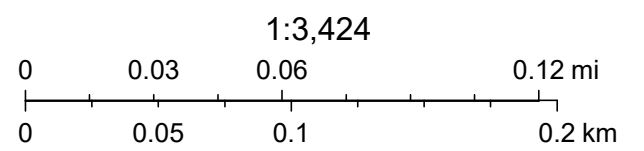


# Brunswick County GIS Data Viewer



1/17/2025, 2:42:55 PM

- |  |  |
|--|--|
|  County Boundary | <b>Roads</b>   |
|  Parcels         |  State Road |
| <b>Municipalities</b>  |  Minor      |
|  Shalotte City   |  Addresses  |



**ORDINANCE 25-01**

**ORDINANCE AMENDING THE TOWN OF SHALLOTTE'S CODE OF ORDINANCES  
AMENDING CHAPTER 98, OPEN BURNING ORDINANCE**

**WHEREAS**, the act of open burning is regulated through Article 78 of the NC General Statutes and Section .1900- of the NC Administrative Code;

**WHEREAS**, the Town of Shallotte, to set out the provisions and conditions under which open burning can occur, has consulted with NC Environmental Quality regarding the regulation of open burning; and

**WHEREAS**, to be consistent with the NC Administrative Code and NC General Statutes, language within Chapter 93: Fire Prevention of the Town of Shallotte Code of Ordinances must be amended,

**THEREFORE**, be it ordained by the Board of aldermen of the Town of Shallotte that the following sections of the Code of Ordinances pertaining to Chapter 98: Open Burning be amended:

- 98.01 PROHIBITED BURNING
- 98.02 OUTDOOR GRILL/SMALL OPEN FIRES
- 98.03 RESIDENTIAL BURNING
- 98.04 CONSTRUCTION AND LAND-CLEARING BURNING  
WITHOUT A PERMIT FOR THE GREATER OF PUBLIC  
GOOD
- 98.05 CONSTRUCTION AND LAND-CLEARING  
BURNING BY PERMIT ONLY
- 98.06 PENALTY

§ 98.01 PROHIBITED BURNING

It shall be unlawful for any person or business to set fire or cause to be set fire within the Town or extra-territorial jurisdiction that:

(A) Violates any federal, state or local Air Quality Open Burning Regulations. Provisions of the North Carolina Administrative Code, Section .1900- Open Burning and [NCGS Article 78. Regulations of Open Fires](#) must be adhered to and hereby adopted by reference by the Town of

Shallotte Board Aldermen.

(B) Specifically violates any provisions of the North Carolina State Building Code: Fire Prevention Code.

(C) At the Fire Marshal's and/or Fire Chief's discretion when atmospheric conditions or local circumstances make such fires hazardous or whenever the Town of Shallotte's Fire Marshal determines that an open burning is not in the best interest of the safety and welfare of the general public as provided in the North Carolina State Building Code: Fire Prevention Code. When the North Carolina Forest Service, Brunswick County, or other government agencies banned burning for the area.

(D) Endangers the safety of any person or property.

(E) Endangers the health of any person at the discretion of the Town of Shallotte's Fire Marshal and/or Fire Chief;

(F) Contains any of the following materials as referenced in 15A NCAC 2D .1903(b)(C).

- (1) Household solid waste;
- (2) New or used vehicle tires;
- (3) Petroleum products;
- (4) Hazardous waste;
- (5) Construction or demolition waste;
- (6) Garbage or municipal solid waste;
- (7) Any lumber or woods products that are called or sold as treated lumber or treated wood;
- (8) Any lumber or wood that has been treated with or contains creosote;
- (9) Carpet;
- (10) Electrical wire;
- (11) Appliances;
- (12) Animal carcasses; or
- (13) Any other item thought by federal, state or local government to be public nuisance or hazard.



- Trash
- Metal, including wire
- Plastic
- Newspaper, cardboard or paper
- Untreated dimensional lumber
- Tires and other rubber products
- Heavy oils
- Asphalt shingles
- Paints and household or agricultural chemicals
- Buildings, including outbuildings and mobile homes
- Any man-made, artificial or synthetic items

The burning of non-vegetative materials, such as household garbage, treated or coated wood, or any other synthetic materials is not permissible.

§ 98.02 OUTDOOR GRILLS/SMALL OPEN FIRES.

As per 15A NCAC 02D .1903(b)(3), campfires and fires used solely for outdoor cooking and other recreational purposes, ceremonial occasions, or for human warmth and comfort and that do not create a nuisance and do not use synthetic materials, refuse, or salvageable materials for fuel are permissible.

**Commercial and Multi-Family Residential** - It shall be unlawful and prohibited for any person or business to set, or cause to be set, or ignite any charcoal and/or gas grills, or any type of open fire, on any outside porch, patio or landing above ground level or within ten feet of combustible materials. A competent person shall constantly attend grills until the fire is extinguished as set forth in the North Carolina State Building Code: Fire Prevention Code.

§ 98.03 RESIDENTIAL BURNING.

Residential burning shall be allowed as follows:

(A) A residential open burning permit is not required for one- and two-family dwellings within the town or extraterritorial jurisdiction involving open burning within 100 feet of an



occupied dwelling or structure.

(B) The following should be taken into consideration by the owner or occupant that is to perform the open burn:

- (1) Provide courtesy notification to the Fire Department of the physical address and approximate time period(s) that open burning will be conducted;
- (2) Burn only natural vegetative debris, to include but not limited to leaves, tree branches and yard debris;
- (3) Limit burning when it is evident that smoke will create a nuisance to neighboring properties;
- (4) Constantly attend the fire until it is extinguished;
- (5) Piles of vegetative debris should be of reasonable size to maintain control of the area of fire origin; and
- (6) Fire extinguishing equipment should be available on site to contain fire to area of origin. Equipment includes but is not limited to a water source such as a garden hose or bucket and hand tools such as a shovel or rake.
- (7) Initial burning may generally be commenced only between the hours of 8:00 a.m. and 4:00 p.m.

§ 98.04 CONSTRUCTION AND LAND-CLEARING BURNING WITHOUT A PERMIT. FOR THE GREATER OF PUBLIC GOOD.

No construction and/or land-clearing burning shall be allowed except as follows with state government approval:

(A) The purpose is to burn materials generated as a result of a natural disaster. Burning under this section shall require that a state of emergency has been declared;

(B) Burning for the purpose of training firefighting personnel;

and

(C) The town, for the greater public good, initiates the burning of land-clearing debris.

**§ 98.05 CONSTRUCTION AND LAND-CLEARING BURNING BY PERMIT ONLY.**

Permissible open burning with required permit. While recognizing that excessive open burning can contribute to air pollution, certain types of open burning may reasonably be allowed. The authority to conduct open burning under the provisions of this section does not exempt or excuse a person from the consequences, damages or injuries which may result from such conduct, nor does it excuse or exempt any person from complying with all applicable laws, ordinances, regulations and orders of other governmental entities having jurisdiction even though the open burning is conducted in compliance with this section. A permit fee schedule will be set periodically by the Town Board of Aldermen.

The following types of open burning shall be permissible with a town burning permit to be issued by the Fire Code Official.

- (1) Fires purposely set to agricultural lands for disease and pest control and other accepted agricultural or wildlife management practices;
- (2) Fires purposely set to forest lands for accepted forest management practices;
- (3) Fires purposely set in rural areas for rights-of-way maintenance; and
- (4) The burning of waste materials, trees, brush and other vegetable matter in connection with construction projects and the clearing of land or rights-of-way, provided that the following conditions are reviewed by the Fire Code Official and/or Fire Chief and are adhered to as follows:
  - (a) Prevailing winds at the time of the burning

must be away from the town or built-up areas within the town or the town's extraterritorial jurisdiction, the ambient air of which may be significantly affected by smoke, fly-ash, or other air contaminants from the burning;

(b) The location of the burning shall be at least 1,000 feet from any dwelling located in a predominantly residential area other than a dwelling or structure located on the property on which the burning is conducted;

(c) The amount of dirt on the material being burned shall be minimized;

(d) Provided that no items listed in § 98.01(F) of this subchapter and no heavy oils, asphaltic materials, items containing natural or synthetic rubber or any other materials other than plant growth shall not be burned;

(e) Initial burning may generally be commenced only between the hours of 9:00 a.m. and 3:00 p.m., and no combustible material shall be added to the fire between 3:00 p.m. of the day that the burning commences and 9:00 a.m. of the following day. It shall be the responsibility of the owner or operator of the burning operation (permittee) to have adequate control measures to extinguish the fire as determined by the Fire Code Official and/or Fire Chief;

(f) At no point shall the owner or operator of the open burning operation (permittee) fail to have the fire tended or guarded until it has been fully extinguished;

(g) Owner or operator of the open burning



operation shall obtain a required town burning permit, for a set fee as periodically adopted and amended by the Board of Aldermen, from the Fire Code Official and/or Fire Chief. At no time shall such open burning operation begin without the authorized permission of the town;

(h) Permits or permission granted by the town under this section shall be subject to continued review and may be withdrawn at any time at the discretion of the Fire Code Official and/or Fire Chief. At which time, the open burning shall be extinguished by the operator of the open burning operation (permittee);

(i) A copy of the permit shall be visibly displayed on-site at all times and a copy of the permit be kept on the possession of the responsible party tending the burning operation; and

(j) Provided that all federal, state and local regulations, all applicable laws, ordinances, regulations and orders of other governmental entities having jurisdiction.

Land clearing is defined as the uprooting or clearing of vegetation in connection with construction, land development, or mining, or the initial clearing of vegetation to enhance property value. As a general rule, the vegetation should originate on the site where the burn is taking place.

An open burning permit issued by the North Carolina Forest Service shall be obtained. Land clearing burning by permit shall be conducted in accordance with NCGS Article 78. § 106-942 and NCAC 2D. 1900.

§ 98.05 PENALTY.

The Town of Shallotte Fire Marshal or someone designated by the Fire Marshal shall cite any person who habitually violates any provision of



§98.01 through §98.05 of this chapter who shall be referred to the appropriate authority and subject to a civil penalty as specified in the North Carolina Administrative Code, Section 2D .1900- and NCGS Article 78. § 106-948. The offender shall pay civil penalty into the Office of the Town Clerk within seventy-two (72) hours following the receipt of the civil citation. Each days continuing violation shall be separate and distinct civil offense and shall be subject to a civil penalty as follows:

Commercial Violators

- (A) First Offense \$250
- (B) Second Offense \$500
- (C) Third Offense \$750
- (D) Fourth Offense \$1,000

If said civil penalty is not paid within seventy-two (72) hours, in accordance with G.S. 160A-175, violations of any provision of §98.01 through §98.04 of this chapter shall be a Class 3 misdemeanor as provided in G.S. 16-4 punishable upon conviction by a fine not to exceed \$500.00 or by imprisonment not exceeding thirty (30) days.

This Ordinance may also be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction. In such case, the General Court of Justice shall have jurisdiction to issue such order as may be appropriate, and it shall not be a defense to the application of the Town for

**93.01 ADOPTION OF THE NORTH CAROLINA FIRE CODE AND BRUNSWICK COUNTY FIRE PREVENTION CODE ORDINANCE BY REFERENCE**

**§ 93.01 ADOPTION OF THE NORTH CAROLINA FIRE CODE AND BRUNSWICK COUNTY FIRE PREVENTION CODE ORDINANCE BY REFERENCE**

The North Carolina State Building Code: International Fire Code with NC Amendments Volume V – Fire Prevention and associated appendices are most current edition of the North Carolina Fire Code and most current edition of the Brunswick County Fire Prevention Ordinance are hereby adopted by reference as fully as though set forth herein as the Fire Prevention Code for the Town. An official copy of the code shall be kept in the office of the Fire Marshal.

**93.02 NORTH CAROLINA GENERAL STATUTES  
GOVERNING FIRE PROTECTION WITHIN THE  
TOWN**

**§ 93.02 NORTH CAROLINA GENERAL STATUTES GOVERNING  
FIRE PROTECTION WITHIN THE TOWN**

Most of the statutory provisions relating cities and Towns are contained in Chapter 160A of the North Carolina General Statutes. Articles 14 and 19 of that chapter, respectively entitled “Fire Protection” and “Planning and Regulation of Development,” specifically apply to fire protection within corporate limits. These statutes and the Town ordinances govern the operation of the fire department.

**93.06 FIRE INSPECTIONS FEES**

**§ 93.06 FIRE INSPECTIONS FEES**

The **Town’s Fire Marshal** **Brunswick County Fire Marshal’s Office** by contract is responsible for inspecting businesses and Town properties to insure that business owners, employees and the general public are safe from fire and safety hazards in accordance with the current edition of the Brunswick County Fire Prevention Ordinance and the most current edition of the **North Carolina Building Code (International Fire Code with NC Amendments)** and all associated appendices as adopted by the North Carolina Building Code Council.

**INTRODUCED** at a regular meeting of the Board of Aldermen on October 01, 2024 and adopted at a regular meeting of the Board of Aldermen on October 01, 2024.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

TOWN OF SHALLOTTE, NORTH CAROLINA

\_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_

Town Clerk

RESOLUTION 25-01  
HONORING CHARLES "CHUCK" DENELY ON HIS RETIREMENT

WHEREAS, Charles "Chuck" Denely, Public Services Crew Leader, retired on January 1, 2025, after more than twenty six years of outstanding and faithful service to the Town of Shallotte; and,

WHEREAS, Chuck began his career with the Town of Shallotte Maintenance Department on July 27, 1998; and,

WHEREAS, as a result of diligent work and demonstrated ability, he advanced to Public Services Crew Leader; and

WHEREAS, his sense of humor, kindness and graciousness has enriched those fortunate enough to know and work with him; and

WHEREAS, throughout his many years of service, Chuck Denely has served as a good friend and colleague to many.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Board of Aldermen, do hereby extend to Chuck Denely our sincere and grateful appreciation for his dedicated service to the Town of Shallotte, our congratulations on his well-earned retirement, and our best wishes to him and his family for continued success, happiness, and good health in the years to come.

Adopted this 28<sup>th</sup> day of January 2025.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk