



Shallotte Board of Aldermen Regular Meeting Agenda

May 06, 2025 at 5:15 PM

Meeting Chambers – 110 Cheers Street

I. CALL TO ORDER

II. INVOCATION & PLEDGE

III. CONFLICT OF INTEREST

1. Statement

IV. AGENDA AMENDMENTS & APPROVAL OF AGENDA

V. PUBLIC COMMENTS (3 minutes or less per person & sign in please)

VI. DEPARTMENT REPORTS

1. POLICE

2. FIRE

3. PLANNING

4. PUBLIC WORKS

5. FINANCE

6. PARKS & RECREATION

7. ADMINISTRATION

8. MAYOR

1. Resolution 25-03 Opposing HB 765

VII. CONSENT AGENDA

A. April 1, 2025 Regular Meeting Minutes

B. 24-25 Audit Contract

VIII. PUBLIC HEARING

1. Solterra Annexation PUD

Parcel ID # 19800002, 1980000205, 198JB00115 & 2140002302

Stars & Stripes 21, LLC.

Shallotte MF-10 & County R-7500 to Shallotte PUD

360 Acres +/-

545 Single-Family Lots, 174 Town-homes, 300 Multi-Family Units

1. Motion to open public hearing
2. Public Comments/Questions
3. Motion to close public hearing
4. Board Comments/Questions
5. Motion to approve Annexation Ordinance 25-08, annexing parcels 19800002 and 2140002302
6. Motion to approve the Board of Aldermen Zoning Statement of Consistency
7. Motion to approve rezoning parcels 198000205, 198JB00115, 19800002, and 2140002302 to Shallotte Planned Unit Development (PUD)

IX. DISCUSSION

- [1.](#) Request from Convsevation Society re Little Churh

X. 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).)



Shallotte Police Department April 2025 Monthly Report

Highlights

- SPD has 2490 Calls for Service and Self-Initiated incidents
- 35 Traffic Accident Reports
- 48 Citations
- 263 Volunteer Hours
- SPD staff participated in operation with BCSO regarding Vape and Tobacco stores in town
- DARE Graduation at Southeastern Christian Academy
- Staff attended SMS Appreciation breakfast
- Staff attend Supply Elementary Spring Fling
- Mulberry Park Easter Egg Hunt
- Staff participated in Job Fair and Brunswick Community College
- Chief Stanley and Major Gravino attended Brunswick County Chief's meeting.

Investigation and Incident Summary

During the month of April 2025, the Shallotte Police Department's Investigative Division remained highly proactive in safeguarding the community by successfully managing a total of 25 criminal cases. The division's comprehensive investigative efforts resulted in three arrests, which led to the issuance of three misdemeanor charges and one felony charge, demonstrating the division's ongoing commitment to maintaining public safety and holding offenders accountable.

Details of some of this month's newly assigned cases and one follow-up are provided below.

1. Fatal Structure Fire Investigation:

On Wednesday, March 26, 2025, at approximately 0355 hours, Shallotte Police Department officers were dispatched to 125 Al Street in reference to an unknown issue. Communications advised that the caller was coughing and indicated they could not exit



the location. Upon arrival, officers observed a single-wide trailer fully engulfed in flames. Attempts were made to contact any occupants by breaking a window, but there was no response and visibility was limited due to thick black smoke. Fire and EMS personnel from multiple agencies arrived shortly after and took over the scene.

At 0506 hours, the Investigative Division was notified of a fatal fire at the same address. Detectives responded to the scene, arriving by 0543 hours, and were briefed by fire personnel and the Brunswick County Fire Marshal's Office, along with the Brunswick County Sheriff's Fire Investigations Unit. Due to the presence of a fatality, the State Bureau of Investigation Fire Investigations Unit was also requested.

Following extinguishment of the fire, two deceased individuals were discovered inside the trailer—one in the bedroom and another in the hallway near the kitchen. Additionally, two deceased animals (a cat and a small dog) were found near the second individual.

Detectives with the Shallotte Police Department assisted both the Brunswick County Fire Marshal's Office and the State Bureau of Investigation throughout the initial investigation. The case has since been formally assigned to those agencies for continued investigation.

2. Assault on a Female & Assault by pointing a gun:

A female victim reported to officers that while at her residence on Bluff Drive in Shallotte, she was lying in bed when her boyfriend became upset after she refused sexual advances and physically assaulted her. As she attempted to leave the room with her child, the suspect allegedly pointed a 9mm Glock 19 handgun at her. The victim fled the residence with her child and drove directly to the Shallotte Police Department to seek help. The child was reportedly frightened but not physically harmed. Detectives were then dispatched.

Detectives observed visible injuries on the victim, including:



- A black and yellow bruise with a reddish swollen abrasion near her left eye,
- A 2 to 2.5-inch gash in the center of her back,
- A 4 to 5-inch bruise on her upper left arm.

The suspect was arrested and formally charged the following morning.

3. **Stabbing Incident and Ongoing Investigation:**

Shallotte Police Department officers were dispatched to Shallotte Manor in response to a report of a female bleeding and unconscious in the parking lot. Upon arrival, officers spoke with a bystander who reported that the female had emerged from the nearby woods and collapsed. Officers located the injured female in the parking lot with visible blood on her arms and legs and determined she was highly intoxicated. EMS personnel treated an approximately 1–2 inch vertical laceration on the back of her left arm, consistent with a knife wound. Detectives were notified and responded to the scene. A crime scene was established shortly after.

Through investigation, it was determined that the injured female had forced entry into another female's residence at Shallotte Manor and initiated an assault. The resident responded by grabbing a knife and stabbed the intruder, chasing her through the apartment complex and into the woods. Further investigation revealed the altercation had originated at a local nightclub earlier that evening and escalated at the apartment complex.

The case is still under investigation, with pending charges including:

- Resist, Delay, and Obstruct,
- Felony Breaking and Entering (Class H),
- Simple Assault,
- Injury to Real Property,
- Drunk and Disorderly, and

Office of the

TOWN OF SHALLOTTE

James Adam Stanley
CHIEF OF POLICE



Chief of Police

NORTH CAROLINA

(910) 754-6008
Fax: (910) 754-6276

Section VI, Item 1.

- Assault with a Deadly Weapon.



TOWN OF SHALLOTTE FIRE/RESCUE

Monthly Activity Report

FISCAL YEAR ENDING June 30, 2025
Reporting Period: March 28, 2025 – April 28, 2025

NCGS § 58-79-45: Incident Reports...

(Last 30 Days)	
116	Total Alarms
04:50	Avg Response Time
10.34%	Overlapping Incidents
(Year to Date)	
65	Incidents within County Contract Area
25	Incidents within Mutual Aid Area
276	Incidents within Town Limits
(Year to date)	
170	High Acuity Medical Incidents
192	Fire Incidents
(Year to Date)	
Property Saved	\$13,797,430
Fire Loss	\$237,055

Incident Type Summary (Last 30 Days)

Fire	14
Rescue & Emergency Medical Service Incident	48
Hazardous Condition (No Fire)	6
Service Call	18
Good Intent Call	18
False Alarm & False Call	12

NCCRS 5: Training...

692:00 hours

- Image Trend Slate
- (EMT) Continuing Education
- (ISO) Recruit Training
- (ISO) Company Training
- (ISO) Driver/Operator Training
- (ISO) Facility Training
- Aircraft and LZ Operations – AirLink
- Mass Casualty Drill – AirLink

Notes:

Technical Review (TR) and Code Enforcement Items

- Invited to County TRC - No projects impacting Shallotte's fire protection
- Technical Review – Hayden Point (Subdivision)
- Technical Review – Hayden Point (Multi-Family)
- Technical Review – Cranwood (Multi-Family)
- Technical Review – Copas (Subdivision)
- Environmental Impact Survey – 204 Smith Ave

Staffing Notes

- 1 staff position vacancy
 - Chief and Deputy Chief covering staffing shortages when part-time staff are unavailable.
 - On-boarding of two completed
 - Process reopened for the remaining vacancy

- 1 staff position on light-duty for injury

Community Outreach

- Moose Lodge
- Vietnam Memorial
-
- Career Day/Job Fair
- 5 Fire & Life Safety Events
- 2 Smoke Alarm Inspections

Other Notables

- Open Investigations
 - Sellers St/Main St
 - Al Street
- Fire Fee Committee Meeting
 - Voted to increase fire fees the remaining available 10%
 - Fire Fees make up approximately 45% of the Fire Dept's budget
- Operations and Policy Review
 - Shallotte Police Department Evidence Chain of Custody
 - Pertaining to Hazard Communications
 - Hazardous Materials
 - Clandestine Labs



TOWN OF SHALLOTTE

PLANNING & ZONING DEPARTMENT

Post Office Box 2287 • Shallotte, North Carolina 28459 Telephone: (910) 754-4032 • Facsimile: (910) 754-2740

TO: Board of Aldermen
FROM: Robert Waring, Planning Director
DATE: May 6, 2025
RE: Monthly Planning Department Report

This memo & attached reports provide a summary of the Planning & Zoning Depart. in the past month:

1. The Planning Board did not have an April meeting for lack of business
 - a. The Board's next meeting is scheduled for May 13
2. TRC met to April 17 to consider two projects :
 - a. Cranwood Multi-Family Conditional Rezoning
 - b. Hayden Pointe (FMJ Tract) Site & Landscape Plan, & Preliminary Subdivision
 - c. The next meeting scheduled for May 15
3. Staff attend a joint meeting with NCGSATS TCC & TAC groups to discuss DA funding and potential projects
 - a. The Town's grant application for design/construct sidewalk along Mulberry St. is pending
4. Staff, GSATS, & Bolton & Menk (Consultants) met to review data & progress with the Town's collector street planning efforts
5. Attended an open house to discuss the Town's collector street planning efforts with business owners along Main St.
6. Staff attended an update for the municipal complex project
7. Staff met with Chief Grayson to further discuss the fire station analysis
8. Staff submitted the Town's grant application for the NC Resilient Costal Communities Program
9. Staff met with developers to discuss a number of projects that may be proposed for the Town, 0 Smith Ave. & Solserra (San Rio)
10. Please forward any zoning or nuisance complaints to Brandon Eaton, Planner,
beaton@townofshallotte.org Phone: (910) 754-4032
11. The Town collected \$136,030 for April 2025. Fees collected in April 2024 totaled \$148,243
12. Two new businesses have been permitted, Corning Credit Union at 5002 Main Street – the old BB&T & Sweet & Salty Grill at 110 Shallotte Crossing Parkway Unit 3

Permit Report

Section VI, Item 3.

4/1/2025 - 4/30/2025

Permit #	Permit Date	Permit Type	Permit ID	Permit Type	Map Address	Total Fees
3936	4/30/2025			Building		\$5,720.00
3935	4/30/2025			Building		\$4,350.00
3934	4/30/2025			Building		\$7,090.00
3933	4/30/2025			Building		\$7,090.00
3932	4/30/2025			Building		\$4,350.00
3931	4/30/2025			Building		\$5,720.00
3930	4/30/2025			Building		\$5,720.00
3929	4/30/2025			Building		\$5,720.00
3928	4/30/2025			Building		\$5,720.00
3927	4/30/2025			Building		\$5,720.00
3926	4/30/2025			Building		\$7,090.00
3925	4/30/2025			Building		\$5,720.00
3924	4/28/2025			Building		\$50.00
3923	4/28/2025			Building		\$50.00
3922	4/25/2025			Pool		\$50.00
3921	4/24/2025			Pool		\$50.00
3920	4/22/2025			Building		\$7,090.00
3919	4/22/2025			Building		\$7,090.00
3918	4/22/2025			Building		\$5,720.00
3917	4/22/2025			Building		\$7,090.00
3916	4/17/2025			Building		\$5,720.00
3915	4/17/2025			Building		\$8,460.00
3914	4/17/2025			Building		\$7,090.00
3913	4/17/2025			Building		\$5,720.00
3912	4/16/2025			Zoning		\$50.00
3911	4/15/2025			Building		\$50.00
3910	4/11/2025			Building		\$5,660.00
3909	4/9/2025			Driveway		\$110.00
3908	4/9/2025			Zoning		\$50.00
3907	4/9/2025			Building		\$5,720.00
3906	4/8/2025			Solar Panels		\$50.00
3905	4/4/2025			Building		\$50.00
3904	4/2/2025			Building		\$50.00
3903	4/1/2025			Sign		\$50.00
						\$136,030.00

Total Records: 34

4/30/2025

Monthly Code Report (Town of Shallotte, NC) 4/2025
Prepared by Brandon Eaton, CZO, CCEO (Planner II/Code Enforcement)

Public Nuisances

1. Case Number: PN-24-005

Original Complaint: Tall grass/junk, etc.* See also Z-24-007

Latest Update: 4/30/25, CE has been given no new updates on case status as of 4/30.

- Owner has refused to abate all violations
- CE has been informed by Town attorney that the property has been served.
- CE brought the item before the Board at the regular August 2024 meeting to ask that the Board direct the Town attorney to bring the case to superior court for a corrective action order.
- For the nuisance portion of the violation, the property owner began abatement, but stopped after completing half of the work.
- No changes have been made on property owner's part.

2. Case Number: PN-24-006

Original Complaint: Tall grass/junk, etc.* See also Z-24-008

Latest Update: 4/30/25, CE has been given no new updates on case status as of 4/30.

- Owner has refused to abate all violations
- CE has been informed by Town attorney that the property has been served.
- CE brought the item before the Board at the regular August meeting to ask that the Board direct the Town attorney to bring the case to superior court for a corrective action order.
- CE is waiting on next steps from Town Attorney.
- No changes have been made on property owner's part.

3. Case Number: PN-25-001

Original Complaint: Temporary sales office removed with materials, debris, and trash left on lot at 599 Forest St. EXT NW

Latest Update: 4/11/25, CE has initiated the inspection and notice process.

4. Case Number: PN-25-002

Original Complaint: Neighbor reported tall grass. Yearly offender.

Latest Update: 4/28/25, CE has initiated the inspection and notice process.

Zoning Violations

1. Case Number: Z-24-007

Original Complaint: 4450 Main St. Old junk mobile home that was once used for office, shipping container, nuisances.

Latest Update: 4/30/25, CE has been given no new updates on case status as of 4/30.

- Owner has refused to abate all violations
- CE has been informed by Town attorney that the property has been served.
- CE brought the item before the Board at the regular August meeting to ask that the Board direct the Town attorney to bring the case to superior court for a corrective action order.
- CE is waiting on next steps from Town Attorney.
- No changes have been made on property owner's part.

2. Case Number: Z-24-008

Original Complaint: 4479 Main St. Old junk mobile home that was once used for auto sales business. Sign violation. Accessory structure violation and nuisances.

Latest Update: 4/30/25, CE has been given no new updates on case status as of 4/30.

- Owner has refused to abate all violations
- CE has been informed by Town attorney that the property has been served.
- CE brought the item before the Board at the regular August meeting to ask that the Board direct the Town attorney to bring the case to superior court for a corrective action order.
- CE is waiting on next steps from Town Attorney.
- No changes have been made on property owner's part.

3. Case Number: Z-24-009

Original Complaint: Crane business not meeting the conditions of an issued special use permit.

Latest Update: 4/10/25, Town Clerk mailed Board Findings to property owner via certified mail.

- Board of Adjustment hearing was conducted on 2/27/2025.

4. Case Number: Z-25-003

Original Complaint: Recreational vehicle (camper) potentially being used as a permanent dwelling.

Latest Update: 4/30/25, CE has been unable to establish proof of camper being used as residence. More evidence is being collected dealing with multiple structures on the property.

- Images were taken and a case has been open to investigate.

5. Case Number: Z-25-004

Original Complaint: Possible abandoned structure/Nuisance property.

Latest Update: 3/27/25, CE opened a case on 3/26/25 and reached out to Brunswick County for assistance as the property is located in the ETJ. **Case closed to CE on 4/1/2025.**

6. Case Number: Z-25-005

Original Complaint: Illegal signage and potential business operating without zoning approval.

Latest Update: 4/28/25, CE opened a case and has initiated the inspection and notice process.

Vehicles

Currently no cases

Public Works Monthly Report

April 2025

To: *Board of Aldermen*

From: *Dan Formyduval, Director of Public Services*

Sewer

- Responded to 18 sewer calls during the day and 6 after hours.
- Randomly inspected 20 pressure sewer services.
- Inspected, repaired, and serviced 6 air release valves.
- Complete upgrades for one residential and one commercial sewer service.
- Assisted Brunswick Senior Resources with a wastewater issue related to their plumbing.
- Installed a new valve to prepare for the relocation of a small section of force main.
- Welcome.

Parks & Streets

- Have begun spring planting.
- Have completed mulching.
- Welcomed a new full time Parks employee.

Construction & Engineering

- Responded to **370** NC811 locate tickets.
- Witnessed the force main pressure test for the Tidelands project.
- Participated in weekly meetings with contractors working on Price Landing.

- Reviewed three projects for TRC and updated submissions for another.
- Conducted proof rolls for Phase 4 in the Meadows
- Witnessed pressure testing for Phase 4 in the Meadows.
- Found an Alligator in the storm drainage on Snead Ct.

Fleet Maintenance

- Made 11 minor repairs.
- Oil changes – 5
- Replacement of 10 tires on passenger vehicles
- Replaced the front seat in T05.
- Repaired / Rebuilt the bucket assembly for the middle sized excavator.
- Received both the new Maverick and F-250 Service truck.
- Repaired air Purge Valve on the Ford Fire Engine
- Spring Servicing of Mowers.



Residential Grease Removal



Snead Ct. Resident



TOWN OF SHALLOTTE

Monthly Financial Dashboard

FISCAL YEAR ENDING June 30, 2025

Reporting Period: April 30, 2025

SPECIFIC REVENUE COLLECTIONS AT A GLANCE...

General Fund	Collected TD	FY Budget	Total Budget
PROPERTY TAX		\$ 3,455,914	\$ 10,961,043
Revs YTD/% Coll/% of Budget	\$ 3,400,119	98.39%	31.53%
SALES & USE TAX			
Fiscal Year Budget	\$ 1,986,739	\$ 10,961,043	
Revs YTD/% Coll/% of Budget	\$ 1,215,521	61.18%	18.13%
UTILITY FRANCHISE TAX			
Fiscal Year Budget	\$ 483,098	\$ 10,961,043	
Revs YTD/% Coll/% of Budget	\$ 268,225	55.52%	4.41%
FIRE FEES			
Fiscal Year Budget	\$ 1,108,414	\$ 10,961,043	
Revs YTD/% Coll/% of Budget	\$ 1,125,863	101.57%	10.11%
OTHER REVENUES			
Fiscal Year Budget	\$ 3,926,878	\$ 10,961,043	
Revs YTD/% Coll/% of Budget	\$ 1,087,393	27.69%	35.83%
Enterprise Fund			
OTHER REVENUES	\$ 2,207,710	\$ 5,328,244	
Revs YTD/% Coll/% of Budget	\$ 1,039,596	47.09%	41.43%
SYSTEM DEV FEES	\$ 400,000	\$ 5,328,244	
Revs YTD/% Coll/% of Budget	\$ 474,055	118.51%	7.51%
Revs YTD/% Coll/% of Budget	\$ -	0.00%	
SEWER CHARGES	\$ 2,720,534	\$ 5,328,244	
Revs YTD/% Coll/% of Budget	\$ 2,027,049	74.51%	51.06%
FUND TOTALS			90% of Budget
General Fund	\$ 10,961,043	\$ 9,864,938	
Revenues FYTD	\$ 7,097,121	65%	
Enterprise Fund	\$ 5,328,244	\$ 4,795,420	
Revenues FYTD	\$ 3,540,700	66%	

EXPENDITURES AT A GLANCE...

GENERAL FUND	Fiscal Year	YTD Expenses
DEPARTMENTS	24/25 Budget	Current FY
Governing Body	\$ 100,305	\$ 61,878
Administration	2,359,116	1,117,851
Planning	483,348	341,622
Police Dept	2,964,180	2,328,112
Fire Dept	2,688,567	1,646,917
SRFTC	7,500	6,355
Street Dept	1,594,225	563,997
Parks	537,197	312,218
Events & Comm. Outreach	226,605	176,046
	\$ 10,961,043	\$ 6,554,997
Fiscal Year Budget	\$ 10,961,043	\$ 6,554,997
Unspent Budget Remaining	\$ 4,406,046	40.20%
ENTERPRISE FUND	Fiscal Year	YTD Expenses
DEPARTMENTS	24/25 Budget	Current FY
Sewer Department	\$ 5,328,244	\$ 3,131,107
	\$ 5,328,244	\$ 3,131,107
Fiscal Year Budget	\$ 5,328,244	\$ 3,131,107
Unspent Budget Remaining	\$ 2,197,137	41.24%

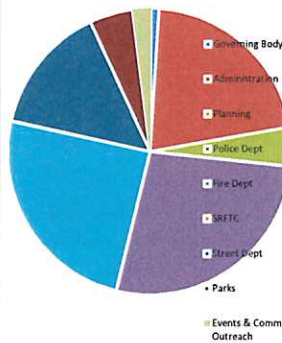
OUR CASH AND INVESTMENTS

Balances on April 28, 2025 in whole dollars - Bold - As of 3-31-25

CASH & INVESTMENTS BY FUND

GENERAL FUND	June 2024	April 2025
General Fund	\$ 814,138	\$ 829,134
NCCMT	9,057,805	10,667,839
United Bank	240,667	241,722
General Fund Savings	84,583	49,613
TOTAL GENERAL FUND	\$ 10,197,193	\$ 11,788,308
ENTERPRISE FUNDS	June 2024	April 2025
Sewer Fund	\$ 727,099	\$ 1,097,784
United Bank	336,358	337,833
NCCMT	3,394,772	3,820,505
Sewer Fund Savings	136,576	86,625
TOTAL OTHER FUNDS	\$ 4,594,805	\$ 5,342,747
Special Revenue Fund	\$ 100	\$ 100
Police Evidence Acct	313	313
Capital Project Acct	3,492,181	2,220,182
TOTAL CASH & INVESTMENTS TOWN-WIDE		
	June 2024	April 2025
ALL FUNDS	\$ 18,284,592	\$ 19,351,649

General Fund



Capital Project - Riverfront Project

CP Expenditures	FY Budget	Current Exp
Mulberry Park	\$ 1,662,873.00	\$ 513,328.04
Riverwalk II	\$ 1,132,300.20	\$ 180,554.83
Professional Svc	\$ 1,322,600.95	\$ 233,739.24
Price Landing Cap	\$ 2,500,000.00	\$ 849,380.35
New Town Hall	\$ 16,342,363.00	
Cheers St Parking	\$ 337,396.00	
Total	\$23,297,533.15	\$ 1,777,002.46
CP Revenues	FY Budget	Current Rev
App Fund Balance	\$ 250,000.00	
Transfer from GF	\$ 2,982,177.16	\$ 266,339.24
Grant-Riverwalk	\$ 250,000.00	
SCIF Grant-Riverw	\$ 815,355.99	\$ 185,254.83
SCIF Grant-Mulb	\$ 3,000,000.00	\$ 1,325,408.39
USDA Loan	\$ 16,000,000.00	\$ -
Total	\$23,297,533.15	\$ 1,777,002.46

NCCMT Interest Rate February 25 4.30%

Cash:	April-24	April-25	Difference
General Fund	\$ 10,672,854	\$ 11,788,308	
Sewer Fund	4,880,057	5,342,747	
Special Revenue Fd	100	100	
Police Evidence Acct	313	313	
Capital Account	3,498,778	2,220,182	
	\$ 19,052,102	\$ 19,351,649	299,547
Receipts for April 25:			
Jan 2025 Sales Tax		148,609.17	
Town Prop Tax Mar 25		40,242.13	
March 25 NC DMV Taxes		25,404.44	
4th Qtr 24-25 Fire Fees		278,886.28	



Town Of Shallotte
Expenditure Statement : 2024 - 2025
for Accounting Period 4/30/2025

GENERAL FUND

Dept #	Department	Approp Amount	Activity this Period	Expenditure YTD	Encumbrance YTD	Unencumbered Balance	% Exp. & Enc.
4100	Governing Body	\$100,305.00	\$61,878.02	\$61,878.02	\$0.00	\$38,426.98	61.69
4200	Administration	\$2,359,116.00	\$1,117,515.55	\$1,117,515.55	\$335.82	\$1,241,264.63	47.38
4300	Planning Department	\$483,348.00	\$341,621.76	\$341,621.76	\$0.00	\$141,726.24	70.68
4400	Events & Community Outreach	\$226,605.00	\$172,252.78	\$172,252.78	\$3,793.67	\$50,558.55	77.69
5100	Police	\$2,964,179.49	\$2,317,957.14	\$2,317,957.14	\$10,155.25	\$636,067.10	78.54
5300	Fire	\$2,688,567.00	\$1,644,280.02	\$1,644,280.02	\$2,637.00	\$1,041,649.98	61.26
5400	SRFTC	\$7,500.00	\$6,354.90	\$6,354.90	\$0.00	\$1,145.10	84.73
5600	Streets	\$1,594,225.40	\$547,234.44	\$547,234.44	\$16,762.30	\$1,030,228.66	35.38
5700	Parks	\$537,196.64	\$257,253.13	\$257,253.13	\$54,964.88	\$224,978.63	58.12
Total Fund	GENERAL FUND	\$10,961,042.53	\$6,466,347.74	\$6,466,347.74	\$88,648.92	\$4,406,045.87	59.80



Town Of Shallotte
Expenditure Statement : 2024 - 2025
for Accounting Period 4/30/2025

ENTERPRISE FUND

Dept # Department	Approp Amount	Activity this Period	Expenditure YTD	Encumbrance YTD	Unencumbered Balance	% Exp. & Enc.
8200 Sewer	\$5,328,243.50	\$2,939,329.24	\$2,939,329.24	\$191,777.80	\$2,197,136.46	58.76
Total Fund ENTERPRISE FUND	\$5,328,243.50	\$2,939,329.24	\$2,939,329.24	\$191,777.80	\$2,197,136.46	58.76
Grand Total	\$16,289,286.03	\$9,405,372.88	\$9,405,372.88	\$280,426.72	\$6,603,486.43	59.46

Board Report
Parks/Recreation
May

April Recap

Market has continued to do well- averaging 30+ vendors, local bands attracting people and continuing to add new vendors throughout the season

Budget Retreat - went very well and staff helped with breakfast, lunch and supplies for the day

Shally Shuttle did have a FULL bus in April so that is very exciting. They are making some changes to routes based on feedback.

Staff attended BCC Career Fair with HR

Worked with Mosca Design on future budget items for town, christmas etc.

Easter Event went very well 6,000 eggs went very fast

We appreciate our partnership with BC P&R and volunteers such as Shallotte PD, Tidal Creek Church and staff that were the bunny!

Completed my budget meeting with Board

Staff recognized Admin Professionals day with employees

Codered renewal call and how we can better use that system with all departments

Staff completed flower baskets for Main Street and will be going up next couple of weeks

On-going

Sewer Notification

PD App Notifications

Social Media Notifications

Vendor Spotlights for Market on Social Media weekly

Updates to website

Upcoming Event Dates

Market May 10th, May 24th

June Kids day at Park

June 5- PD/Fire Day

June 23- Character Day

June 19- Craft Day

June 26- Shally Day

Concerts will begin in July



TOWN OF SHALLOTTE *North Carolina*

Section VI, Item 6.

May is here and our gardens are coming alive. Below are some tips for what you can do in your garden during the month of May:

- Plant late season vegetables such as pumpkins, peppers, cucumbers, okra, and sweet potatoes
- Mulch around vegetable plants to conserve moisture and reduce disease problems.
- Do not forget to sidedress or fertilize your vegetable garden six to eight weeks after germination.

- Rid your garden of those winter flowers and replace with heat loving annuals like coleus, sweet potato vine, lantana, vinca and petunias.

Trivia Question: What is the 3 year gardening rule? First person to email me the correct answer will receive a Town of Shallotte T-Shirt.

Thank you all
for your hard work.

Community Garden Newsletter
May 2025



MEMORANDUM

TO: BOARD OF ALDERMEN
FROM: MIMI GAITHER, TOWN MANAGER
SUBJECT: ADMINISTRATION REPORT
DATE: 4.30.25

- BOA Meeting 4.1.25
- Retreat Preparation 4.1-3.25
- BOA Retreat 4.8.25
- Budget Review 4.7-4.11.25
- Phone Conf Steve Stone re Fire Dept 4.16.25
- Public Records Training 4.17.25
- Town Hall Closed 4.18.25
- Out of Office 4.21.25
- McGill Meeting re Park 4.22.25
- Budget Preparation 4.23.25
- Staff Meeting 4.24.25
- Budget Workshop 4.24.25
- Budget Software Open Door Demo 4.25.25
- Budget Review 4.28-29.25
- Zoom Meeting with Creech 4.30.25

Project Update – Riverwalk

Kayak Launch has been delivered to site and Sea Dog is due to return first of May to finish the project. They only have to deck the floating dock, and kayak portion then finish punch list items with cable rail round the basin. Barring any unforeseen obstacles, they expect to be finished within three weeks.

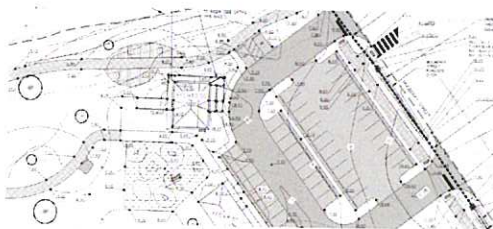
Project Update – Price Landing

April report is attached.

New Town Facility

A zoom call was held April 30th regarding the updated pricing that came in. Costs did come in higher as expected however Creech proposed cuts that we will present to the BOA at the May workshop meeting. Creech also advises that once the Construction Manager at Risk is on board, they can offer more guidance on further reductions as they are constantly exposed to materials/labor costs. After we present to the BOA, we will submit to USDA based on Board guidance as well as selection of the CM at Risk.

Monthly Job Report - April
Price Landing Park
Page 1 of 3



**MONTHLY
JOB REPORT**
April 2025
4/24/2025

Project Number: 22.07019
Town of Shallotte Project # 8/07/2024
Project Owner: Town of Shallotte
Project Name: Price Landing Park

Contractor: Cinderella Partners (or "Cinderella" herein)

Contract Amount:	\$3,070,099.60
No. of Contract Modifications:	4
Revised Contract Amount:	N/A – Change Orders Within Allowances to Date

NTP:	8/07/2024
Original Contract Time:	211 Calendar Days to Substantial Completion 225 Calendar Days to Final Completion

Contract Time Remaining:	39 Calendar Days to Substantial Completion
Completion Date (Substantial):	5/29/2025 (CO #4)
Completion Date (Final):	6/13/2025 (CO #4)
Liquidated Damages	\$500 Per Calendar Day after Substantial Completion \$500 Per Calendar Day after Final Completion

Outstanding Items

- Pending receipt of approved Change Orders No. 5 and No. 6

Contractor's Schedule

- A construction schedule has been provided and reviewed.
 - Contractor has been granted a time extension to June 13, 2025 for final completion.

Construction Activities – Past 30 Days

- Grading of parking lot.
- Completed boardwalk pile installation.
- Pavilion footers and slab poured.
- Restroom foundation poured, inspected and approved by Brunswick County.
- Restroom plumbing and electrical installed.
- Restroom wall construction progressing.
- Boardwalk deck construction progressing.

Construction Activities – Next 30 Days

- Installing ABC stone for parking lots.
- Construction of boardwalk deck.
- Construction of masonry restroom walls.
- Grading and paving of the northern parking lot.

Submittals

- None outstanding

Request for Information

- None outstanding

Request for Proposals

- No requests for proposal have been initiated

Proposals Received

- No proposals received

Change Orders Billed Against Owner's Contingency

- CO #1 – Water Connection Changes (Brunswick County) – \$9,980.00
- CO #2 – Overage on Excavation / Unsuitable Soils – \$9,992.24.
- CO #3 – Drainage revisions (ECS) for North Parking Lot – \$21,333.76

Change Orders to Contract

- CO #1 – Water Connection Changes (Brunswick County) – 5 Days
- CO #2 – Overage on Excavation / Unsuitable Soils – 5 Days
- CO #3 – Drainage revisions (ECS) for North Parking Lot – 7 Days
- CO #4 – Final Completion Extension to June 13, 2025.

Change Orders Rejected

- None pending

General Discussion

Everything seems to be back on track.

Contractor Action Items

- No outstanding items.

Engineer and Subcontractor Action Items

- McGill continues to review documents from the contractor as they arrive.

Owner Action Items

- None currently

Engineer's Observations

- Work has resumed over the month so signs of progress should become apparent.

Material Stored on Site

- Boardwalk Material
- Playground equipment
 - Delivered onsite by freight and wrapped in shrink wrap.

Next Monthly Job Report:

- May 30, 2025

End of Monthly Job Report

MEMORANDUM FOR: BOARD OF ALDERMEN
SUBJECT: APRIL REPORT
MEMORANDUM FROM: WALTER ECCARD

During the month of April I worked on the following matters.

1. Met with County officials to discuss fire fee. Shallotte requested an increase of 10% to our maximum fire fee. That will net approximately \$130,000 and leave us with a deficit of approximately \$900,000 which is covered by Shallotte property taxes. During the meeting Chief Dunwell and I were informed that for the fiscal year beginning June 1, 2026, the County will propose substituting a fire tax for the fire fee. Under this approach the fire fee would be eliminated and replaced with an increase in property taxes. The initial amount of property tax increase is 7 cents. County-wide that would produce the same amount of revenue as the fire fee. Many questions need to be resolved including:
 - A. How would the money be allocated? This is significant since if moneys were distributed by fire district, Shallotte would face a reduction in fire income of approximately \$400,000;
 - B. How will the process take place? I requested a transparent process with municipalities included; and
 - C. What tax increase would be needed to address the current deficit municipalities such as Shallotte currently face.
2. I worked with staff and in consultation with NCLM to address the various bills that are being considered in Raleigh that would take powers (especially land use matters) from municipalities. Tonight we will consider a resolution to oppose HB 765.



Town of Shallotte Board of Aldermen
ACTION AGENDA ITEM
2025

TO: Board of Aldermen

ACTION ITEM #: _____

MEETING DATE: 5-6-2025

FROM:

DATE SUBMITTED: _____

ISSUE/ACTION REQUESTED:

PUBLIC HEARING: ☐ YES ☒ NO

To request the Board's review of Resolution 25-03 opposing House Bill 765, Local Gov. Development regulations Omnibus.

BACKGROUND/PURPOSE OF REQUEST:

Staff has been notified of pending legislation currently under consideration by the NC House of Representatives. The proposed language, if adopted, would have considerable effect on local governments' (LG) ability to effectively regulate land. Staff has attempted to summarize the portions of the bill that would most directly affect Shallotte.

- Allow statutory vesting of a project to be tolled during emergency declarations-160D-108
- Allow vesting of a project for five years vs. the current 2-160D-108
- Continues to prevent a municipality from creating non-conformities without property owner permission and allows at least 2 years for the vesting of these rights-160D-108.2
- Does not allow ex-parte communication for any legislative action-160D-109
- Sets a time period of approval of 90 days for development applications-160D-403
- Greatly reduces LG ability to regulate driveways & reduces LG ability to develop street design standards-160D-702
- Significantly reduce LG ability to require sidewalks with new development-160D-702
- The use of minimum lot size in residential zones shall be disallowed, and a density calculation shall be required instead. A minimum density of 4 units per acre shall be established (160D-703).
- Require development applications be reviewed for completeness within 14 days 7 require the application be administered within 90 days-160D-707
- Allow nonconforming outdoor (billboard) & onsite signage to remain-160D-912
- Allow "tiny houses within any residential zoning district-160D-974
- Allow accessory dwelling units in any residential zoning district without additional parking-160D-975
- All appeals of subdivision decisions would have to go to the Zoning Board of Adjustment-160D-1403
- Allow civil suits against elected & appointed officials for violations of 160D-160D1403
- Require future draft bill or resolutions brought before the legislature contain a "fiscal note" detailing the what estimated costs it would add to single-family-Sec. 28
- Allow private "package" wastewater treatment plants- Sec. 29
- Limit municipal regulation of curb cuts and require substantial evidence for any required improvements-160A-307
- Require sewer providers provide all of a developers requested sewer allocation at once if the municipality has available allocation & require additional reporting for available sewer allocation-162A-1002

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

STAFF RECOMMENDATIONS: N/A

FINANCE RECOMMENDATION: NA

ATTACHMENTS:

1. Draft HB 765
2. Resolution 25-03

**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2025**

H

2

**HOUSE BILL 765
Committee Substitute Favorable 4/17/25**

Short Title: Local Gov. Development Regulations Omnibus.

(Public)

Sponsors:

Referred to:

April 7, 2025

A BILL TO BE ENTITLED
AN ACT TO REFORM LOCAL GOVERNMENT DEVELOPMENT REGULATIONS IN
THIS STATE.

The General Assembly of North Carolina enacts:

SECTION 1.(a) G.S. 160D-601, as amended by Section 3K.1 of S.L. 2024-57, reads
as rewritten:

"§ 160D-601. Procedure for adopting, amending, or repealing development regulations.

...

(d) Down-Zoning. – No amendment to ~~zoning regulations or a zoning map~~ a zoning regulation that down-zones property shall be initiated, enacted, or enforced without the written consent of all property owners whose property is the subject of the down-zoning ~~amendment~~ amendment, unless the down-zoning amendment is initiated by the local government.

(e) For purposes of this section, "down-zoning" or "down-zone" means a zoning ~~ordinance~~ regulation that affects an area of land in one of the following ways:

- (1) By decreasing the development density of the land to be less dense than was allowed under its previous usage.
- (2) By reducing the substantive permitted uses of the land that are specified in a zoning ordinance ~~or land development regulation~~ to fewer uses than were allowed under its previous usage.
- (3) ~~By creating any type of nonconformity on land not in a residential zoning district, including a nonconforming use, nonconforming lot, nonconforming structure, nonconforming improvement, or nonconforming site element."~~

SECTION 1.(b) This section is effective when it becomes law and applies retroactively to December 11, 2024. Any development ordinance affected by Section 3K.1 of S.L. 2024-57 shall be treated as if it remained in effect from June 14, 2024, to December 11, 2024.

SECTION 2.(a) G.S. 160D-101 reads as rewritten:

"§ 160D-101. Application.

(a) The provisions of this Article shall apply to all development regulations and programs adopted pursuant to this Chapter or applicable or related local acts. To the extent there are contrary provisions in local charters or acts, G.S. 160D-111 is applicable unless this Chapter expressly provides otherwise. The provisions of this Article also apply to any other local ordinance that substantially affects land use and development.

(b) The provisions of this Article are supplemental to specific provisions included in other Articles of this Chapter. To the extent there are conflicts between the provisions of this



Article and the provisions of other Articles of this Chapter, the more specific provisions shall control.

(c) Local governments may also apply any of the definitions and procedures authorized by this Chapter to any ordinance that does not substantially affect land use and development adopted under the general police power of cities and counties, Article 8 of Chapter 160A of the General Statutes and Article 6 of Chapter 153A of the General Statutes respectively, and may employ any organizational structure, board, commission, or staffing arrangement authorized by this Chapter to any or all aspects of those ordinances.

~~(d) This Chapter does not expand, diminish, or alter the scope of authority for planning and development regulation authorized by other Chapters of the General Statutes.~~

(e) Except as provided by local act, notwithstanding any other provision of law, a local government may not exercise development regulation authority except as expressly authorized by this Chapter. If State law governs a particular subject matter related to a local development regulation authority, a local government shall not enact or enforce development regulations more restrictive than those established by State law, unless the development regulation pertains to floodplain management regulations as described in G.S. 143-138(e).

SECTION 2.(b) G.S. 160D-110(a) reads as rewritten:

"(a) G.S. 153A-4 and G.S. 160A-4 are not applicable to this Chapter."

SECTION 2.(c) G.S. 153A-121 is amended by adding a new subsection to read:

"(d) This section does not apply to the adoption or enforcement of development regulations under Chapter 160D of the General Statutes."

SECTION 2.(d) G.S. 160A-174 is amended by adding a new subsection to read:

"(c) This section does not apply to the adoption or enforcement of development regulations under Chapter 160D of the General Statutes."

SECTION 3. G.S. 160D-102 is amended by adding the following new subdivisions to read:

"(1a) Acre. – The actual gross acreage of a parcel or parcels. For purposes of determining allowable residential density, the actual gross acreage shall not be reduced by subtracting buffers, setbacks, public or private streets, open space or recreation areas, or other nondevelopable areas.

...

(3m) Buffer yard. – A designated landscape area to separate uses or densities; to reduce impacts of traffic, noise, odor; or to enhance visual appearance.

...

(15c) Dwelling unit. – A single unit, subject to the North Carolina Residential Code, providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

...

(23m) Nonconformity. – Any of the following that was lawfully operated, established, or commenced in accordance with applicable development regulations in effect at the time the nonconformity became nonconforming so long as the nonconformity is not extended, expanded, enlarged, increased, or intensified:

a. A lot, parcel, or tract of land that fails to meet all current development regulation requirements.

b. A structure that no longer complies with all current development regulation requirements applicable to that structure.

c. The use of a property for a purpose or activity, or in a manner, made unlawful by a current development regulation.

d. Any dwelling, accessory building, accessory structure, outdoor lighting, fence, wall, sign, off-street parking, vehicular surface area, or private access point."

SECTION 4. G.S. 160D-108 reads as rewritten:

"§ 160D-108. Permit choice and vested rights.

...

(d) Duration of Vesting. – Upon issuance of a development permit, the statutory vesting granted by subsection (c) of this section for a development project is effective upon filing of the application in accordance with G.S. 143-755, for so long as the permit remains valid pursuant to law. Unless otherwise specified by this section or other statute, local development permits expire one year after issuance unless work authorized by the permit has substantially commenced. A local land development regulation may provide for a longer permit expiration period. For the purposes of this section, a permit is issued either in the ordinary course of business of the applicable governmental agency or by the applicable governmental agency as a court directive.

Except where a longer vesting period is provided by statute or land development regulation, the statutory vesting granted by this section, once established, expires for an uncompleted development project if development work is intentionally and voluntarily discontinued for a period of not less than 24 consecutive months, ~~and the statutory vesting period granted by this section for a nonconforming use of property expires if the use is intentionally and voluntarily discontinued for a period of not less than 24 consecutive months.~~ The 24-month discontinuance period is automatically tolled during ~~the~~ any of the following:

(1) The pendency of any board of adjustment proceeding or civil action in a State or federal trial or appellate court regarding the validity of a development permit, the use of the property, or the existence of the statutory vesting period granted by this section.

(2) ~~The 24-month discontinuance period is also tolled during the pendency of any litigation involving the development project or property that is the subject of the vesting.~~

(3) The duration of any emergency declaration issued under G.S. 166A-19.20 or G.S. 166A-19.22 for which the defined emergency area includes the property, in whole or in part.

...

(h) Process to Claim Vested Right. – A person claiming a statutory or common law vested right may submit information to substantiate that claim to the zoning administrator or other officer designated by a land development regulation, who shall make an initial determination as to the existence of the vested right. The decision of the zoning administrator or officer may be appealed under G.S. 160D-405. On appeal, the existence of a vested right shall be reviewed de novo. In lieu of seeking such a determination or pursuing an appeal under G.S. 160D-405, a person claiming a vested right may bring an original civil action as provided by G.S. 160D-1403.1. This subsection shall apply to the claiming of vested rights in a nonconformity under G.S. 160D-108.2.

...."

SECTION 5. G.S. 160D-108.1 reads as rewritten:

"§ 160D-108.1. Vested rights – site-specific vesting plans.

...

(c) Approval and Amendment of Plans. – If a site-specific vesting plan is based on an approval required by a local development regulation, the local government shall provide whatever notice and hearing is required for that underlying approval. A duration of the underlying approval that is less than ~~two~~ five years does not affect the duration of the site-specific vesting plan established under this section. If the site-specific vesting plan is not based on ~~such an~~

approval, ~~an approval required by a development regulation,~~ a legislative hearing with notice as required by G.S. 160D-602 shall be held.

A local government may approve a site-specific vesting plan upon any terms and conditions that may reasonably be necessary to protect the public health, safety, and welfare. Conditional approval results in a vested right, although failure to abide by the terms and conditions of the approval will result in a forfeiture of vested rights. A local government shall not require a landowner to waive the landowner's vested rights as a condition of developmental approval. A site-specific vesting plan is deemed approved upon the effective date of the local government's decision approving the plan or another date determined by the governing board upon approval. An approved site-specific vesting plan and its conditions may be amended with the approval of the owner and the local government as follows: any substantial modification must be reviewed and approved in the same manner as the original approval; minor modifications may be approved by staff, if ~~such~~ the modifications are defined and authorized by local regulation.

...

(e) Duration and Termination of Vested Right. –

- (1) A vested right for a site-specific vesting plan remains vested for a period of ~~two~~ five years. This vesting shall not be extended by any amendments or modifications to a site-specific vesting plan unless expressly provided by the local government.
- (2) Notwithstanding the provisions of subdivision (1) of this subsection, a local government may provide for rights to be vested for a period exceeding ~~two~~ five years but not exceeding five-eight years where warranted in light of all relevant circumstances, including, but not limited to, the size and phasing of development, the level of investment, the need for the development, economic cycles, and market conditions or other considerations. These determinations are in the sound discretion of the local government and shall be made following the process specified for the particular form of a site-specific vesting plan involved in accordance with subsection (a) of this section.
- (3) Upon issuance of a building permit, the provisions of G.S. 160D-1111 and G.S. 160D-1115 apply, except that a permit does not expire and shall not be revoked because of the running of time while a vested right under this section is outstanding.
- (4) A right vested as provided in this section terminates at the end of the applicable vesting period with respect to buildings and uses for which no valid building permit applications have been filed.

(f) Subsequent Changes Prohibited; Exceptions. –

- (1) A vested right, once established as provided for in this section, precludes any ~~zoning action~~ development regulation by a local government which would change, alter, impair, prevent, diminish, or otherwise delay the development or use of the property as set forth in an approved site-specific vesting plan, except under one or more of the following conditions:
 - a. With the written consent of the affected landowner.
 - b. Upon findings, by ordinance after notice and an evidentiary hearing, that natural or man-made hazards on or in the immediate vicinity of the property, if uncorrected, would pose a serious threat to the public health, safety, and welfare if the project were to proceed as contemplated in the site-specific vesting plan.
 - c. To the extent that the affected landowner receives compensation for all costs, expenses, and other losses incurred by the landowner, including, but not limited to, all fees paid in consideration of financing, and all architectural, planning, marketing, legal, and other consulting

fees incurred after approval by the local government, together with interest as provided under G.S. 160D-106. Compensation shall not include any diminution in the value of the property which is caused by the action.

d. Upon findings, by ordinance after notice and an evidentiary hearing, that the landowner or the landowner's representative intentionally supplied inaccurate information or made material misrepresentations that made a difference in the approval by the local government of the site-specific vesting plan or the phased development plan.

e. Upon the enactment or promulgation of a State or federal law or regulation that precludes development as contemplated in the site-specific vesting plan or the phased development plan, in which case the local government may modify the affected provisions, upon a finding that the change in State or federal law has a fundamental effect on the plan, by ordinance after notice and an evidentiary hearing.

(2) The establishment of a vested right under this section ~~does not preclude~~ precludes the application of overlay zoning or other development regulations which impose additional requirements but do not affect the allowable type or intensity of use, or ordinances or regulations which are general in nature and are applicable to all property subject to development regulation by a local government, including, but not limited to, building, fire, plumbing, electrical, and mechanical codes. Otherwise applicable new development regulations become effective with respect to property which is subject to a site-specific vesting plan upon the expiration or termination of the vesting rights period provided for in this section.

(3) Notwithstanding any provision of this section, the establishment of a vested right does not preclude, change, or impair the authority of a local government to adopt and enforce development regulations governing ~~nonconforming situations or uses~~ nonconformities.

...."

SECTION 6. Article 1 of Chapter 160D of the General Statutes is amended by adding a new section to read:

"§ 160D-108.2. Nonconformities.

(a) Amendments in land development regulations are not applicable or enforceable without the written consent of the owner with regard to a nonconformity. All of the following shall apply to vested rights in a nonconformity established under this section:

(1) The establishment of a vested right under this section does not preclude vesting under one or more other provisions of law or vesting by application of common law principles.

(2) A vested right, once established as provided for in this section or by common law, precludes any action by a local government that would change, alter, impair, prevent, diminish, or otherwise delay the development or use of the property allowed by applicable development regulations, except where a change in State or federal law mandating local government enforcement occurs after the nonconformity was established that has a fundamental and retroactive effect on the development or use.

(3) G.S. 160D-108(h) shall apply to the claiming of nonconformities.

(4) Unless otherwise specified by this section or another statute, a nonconformity may continue until intentionally and voluntarily discontinued.

(b) The statutory vesting period granted by this section for a nonconformity expires if the nonconformity is intentionally and voluntarily discontinued for a period of not less than 24

consecutive months. The 24-month discontinuance period shall be automatically tolled during any of the following events:

- (1) The pendency of any board of adjustment proceeding or civil action in a State or federal court regarding the validity of the use of the property or the existence of the statutory vesting period granted by this section.
- (2) The pendency of any litigation involving use of the property that is the subject of the vesting.
- (3) The duration of any emergency declaration issued under G.S. 166A-19.20 or G.S. 166A-19.22 for which the defined emergency area includes the property, in whole or in part.
- (c) Reconstruction, re-establishment, repair, and maintenance of a nonconformity shall be allowed by right provided the nonconformity is not extended, expanded, enlarged, increased, or intensified by the reconstruction, re-establishment, repair, or maintenance.
- (d) This section shall not apply to G.S. 160D-912 and G.S. 160D-912.1."

SECTION 7. G.S. 160D-109 reads as rewritten:

"§ 160D-109. Conflicts of interest.

(a) Governing Board. – A governing board member shall not participate in or vote on any legislative decision regarding a development regulation adopted pursuant to this Chapter where ~~the one or more of the following apply:~~

- (1) 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~~
- (2) 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.
- (3) The member has expressed or holds a fixed opinion prior to the hearing on the matter that appears not susceptible to change.
- (4) The member has undisclosed ex parte communication about the matter.

(b) Appointed Boards. – Members of appointed boards shall not participate in or vote on any advisory or legislative decision regarding a development regulation adopted pursuant to this Chapter where ~~the one or more of the following apply:~~

- (1) 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~~
- (2) 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.
- (3) The member has expressed or holds a fixed opinion prior to the hearing on the matter that appears not susceptible to change.
- (4) The member has undisclosed ex parte communication about the matter.

(c) Administrative Staff. – ~~No~~ If a staff member has a conflict of interest under this subsection, the administrative decision shall be assigned to the supervisor of the staff member or such other staff member as may be designated by the development regulation. A staff member shall not make a final decision on an administrative decision required by this Chapter if the where one or more of the following apply:

- (1) The outcome of that administrative decision would have a direct, substantial, and readily identifiable financial impact on the staff member or if the member.
- (2) The applicant or other person subject to that administrative 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

(3) ~~The staff member shall be~~ is 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

(4) ~~The staff member member~~, or other individual or an employee of a company contracting with a local government to provide staff support ~~shall engage support, is engaging 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.

...."

SECTION 8. G.S. 160D-203 reads as rewritten:

"§ 160D-203. Split jurisdiction.

(a) If a parcel of land lies within the planning and development regulation jurisdiction of more than one local government, ~~for the purposes of this Chapter, the local governments may, by mutual agreement pursuant to Article 20 of Chapter 160A of the General Statutes and with the written consent of the landowner, assign exclusive planning and development regulation jurisdiction under this Chapter for the entire parcel to any one of those local governments. Such a mutual agreement government, the following shall apply:~~

(1) If only one local government has the ability to provide water and sewer services to the parcel at the time a site plan for the parcel is submitted, the local government that has the ability to provide public water and sewer services shall have planning and development regulation jurisdiction over the entire parcel.

(2) If all of the local governments have the ability to either provide public water services or public sewer services to the parcel, but not both, at the time a site plan for the parcel is submitted, the landowner may designate which local government's planning and development regulations shall apply to the land.

(3) If all or none of the local governments have the ability to provide public water and sewer services to the parcel at the time a site plan for the parcel is submitted, the local government where the majority of the parcel is located shall have jurisdiction over the land.

(b) The jurisdiction established by this section shall only be applicable to development regulations and shall not affect taxation or other nonregulatory matters. ~~The mutual agreement shall be evidenced by a resolution formally adopted by each governing board and recorded with the register of deeds in the county where the property is located within 14 days of the adoption of the last required resolution.~~

SECTION 9. G.S. 160D-402, as amended by S.L. 2024-49, reads as rewritten:

"§ 160D-402. Administrative staff.

(a) Authorization. – Local governments may appoint administrators, inspectors, enforcement officers, planners, technicians, and other staff to develop, administer, and enforce development regulations authorized by this Chapter. Local governments shall designate at least one staff member charged with making determinations under that local government's development regulations for purposes of G.S. 160D-703.

(b) Duties. – Duties assigned to staff may include, but are not limited to, drafting and implementing plans and development regulations to be adopted pursuant to this Chapter; determining whether applications for development approvals are complete; receiving and processing applications for development approvals; providing notices of applications and hearings; making decisions and determinations regarding development regulation implementation; determining whether applications for development approvals meet applicable

standards as established by law and local ordinance; conducting inspections; issuing or denying certificates of compliance or occupancy; enforcing development regulations, including issuing notices of violation, orders to correct violations, and recommending bringing judicial actions against actual or threatened violations; keeping adequate records; and any other actions that may be required in order adequately to enforce the laws and development regulations under their jurisdiction. A development regulation may require that designated staff members take an oath of office. The local government shall have the authority to enact ordinances, procedures, and fee schedules relating to the administration and the enforcement of this Chapter. The administrative and enforcement provisions related to building permits set forth in Article 11 of this Chapter shall be followed for those permits.

(c) Alternative Local Government Staff Arrangements. – A local government may enter into contracts with another city, county, or combination thereof under which the parties agree to create a joint staff for the enforcement of State and local laws specified in the agreement. The governing boards of the contracting parties may make any necessary appropriations for this purpose.

In lieu of joint staff, a governing board may designate staff from any other city or county to serve as a member of its staff with the approval of the governing board of the other city or county. A staff member, if designated from another city or county under this ~~section~~, subsection, shall, while exercising the duties of the position, be considered an agent of the local government exercising those duties. The governing board of one local government may request the governing board of a second local government to direct one or more of the second local government's staff members to exercise their powers within part or all of the first local government's jurisdiction, and they shall thereupon be empowered to do so until the first local government officially withdraws its request in the manner provided in G.S. 160D-202.

The contract or designation of staff under this subsection shall specify at least one individual designated as charged with making determinations under each local government's development regulations for purposes of G.S. 160D-703.

(c1) Alternative Contract Staff Arrangements. – A local government may contract with an individual, company, council of governments, regional planning agency, metropolitan planning organization, or rural planning agency to designate an individual who is not a city or county employee to work under the supervision of the local government to exercise the functions authorized by this section. The local government shall have the same potential liability, if any, for inspections conducted by an individual who is not an employee of the local government as it does for an individual who is an employee of the local government. The company or individual with whom the local government contracts shall have errors and omissions and other insurance coverage acceptable to the local government. The contract shall require at least one individual designated as charged with making determinations under that local government's development regulations for purposes of G.S. 160D-703.

(d) Financial Support. – The local government may appropriate for the support of the staff any funds that it deems necessary. It shall have power to fix reasonable fees for support, administration, and implementation of programs authorized by this ~~Chapter~~, Chapter, and those fees shall not exceed the actual direct and reasonable costs required to support, administer, and implement programs authorized by this Chapter. All fees collected by a building inspection department for the administration and enforcement of provisions set forth in Article 11 of this Chapter shall be used to support the administration and operations of the building inspection department and for no other purposes. When an inspection, for which the permit holder has paid a fee to the local government, is performed by a marketplace pool Code-enforcement official upon request of the State Fire Marshal under G.S. 143-151.12(9)a., the local government shall promptly return to the permit holder the fee collected by the local government for such inspection. This subsection applies to the following types of inspection: plumbing, electrical systems,

1 general building restrictions and regulations, heating and air-conditioning, and the general
2 construction of buildings."

3 **SECTION 10.** G.S. 160D-403, as amended by S.L. 2024-49, reads as rewritten:

4 **"§ 160D-403. Administrative development approvals and determinations.**

5 (a) Development Approvals. – To the extent consistent with the scope of ~~regulatory~~
6 development regulation authority granted by this Chapter, no person shall commence or proceed
7 with development without first securing any required development approval from the local
8 government with jurisdiction over the site of the development. A development approval shall be
9 in writing and may contain a provision requiring the development to comply with all applicable
10 State and local laws. A local government may issue development approvals in print or electronic
11 form. Any development approval issued exclusively in electronic form shall be protected from
12 further editing once issued. Applications for development approvals may be made by the
13 landowner, a lessee or person holding an option or contract to purchase or lease land, or an
14 authorized agent of the landowner. An easement holder may also apply for development approval
15 for ~~such the~~ development as is authorized by the easement.

16 (a1) Time Period for Approval. – Within 14 calendar days of the filing of an application
17 for a development approval, a local government or its designated administrative staff, as
18 described under G.S. 160D-402, shall (i) determine whether the application is complete and
19 notify the applicant of the application's completeness and, (ii) if the local government or its
20 designated administrative staff determines the application is incomplete, specify all of the
21 deficiencies in the notice to the applicant. The applicant may file an amended application or
22 supplemental information to cure the deficiencies identified by the local government or its
23 designated administrative staff for a completeness review, which shall be completed within 14
24 calendar days after receiving an amended application or supplemental application from the
25 applicant. Upon the date the application is deemed complete, the local government or its
26 designated administrative staff shall issue a receipt letter or electronic response stating that the
27 application is complete and that a 90-calendar day review period has started as of that date. The
28 local government shall approve or deny the application within 90 calendar days of the date the
29 application was deemed complete by the local government or its designated administrative staff,
30 except that if the applicant requests a continuance of the application, the review period shall be
31 tolled for the duration of any continuance. The time period for review may be extended only by
32 agreement with the applicant if the application cannot be reviewed within the specified time
33 limitation due to circumstances beyond the control of the local government. The extension shall
34 not exceed six months. Failure of the local government or its designated administrative staff to
35 act before the expiration of the time period allowed for review shall constitute an approval of the
36 application, and the local government shall issue a written approval upon demand by the
37 applicant.

38 ...

39 (c) Duration of Development Approval. – Unless a different period is specified by this
40 Chapter or other specific applicable law, including for a development agreement, a development
41 approval issued pursuant to this Chapter expires one year after the date of issuance if the work
42 authorized by the development approval has not been substantially commenced. Local
43 development regulations may provide for development approvals of shorter duration for
44 temporary land uses, special events, temporary signs, and similar development. Local
45 development regulations may also provide for development approvals of longer duration for
46 specified types of development approvals. Nothing in this subsection limits any vested rights
47 secured under ~~G.S. 160D-108 or G.S. 160D-108.1.~~ G.S. 160D-108, 160D-108.1, or 160D-108.2.

48"

49 **SECTION 11.** G.S. 160D-605(a) reads as rewritten:

50 "(a) Plan Consistency. – When adopting or rejecting any zoning text or map amendment,
51 the governing board shall approve a brief statement describing whether its action is consistent or

inconsistent with an adopted comprehensive or land-use plan. The requirement for a plan consistency statement may also be met by a clear indication in the minutes of the governing board that at the time of action on the amendment the governing board was aware of and considered the planning board's recommendations and any relevant portions of an adopted comprehensive or land-use plan. If a zoning map amendment is adopted and the action was deemed inconsistent with the adopted plan, the zoning amendment has the effect of also amending any future land-use map in the approved plan, and no additional request or application for a plan amendment is required. A plan amendment and a zoning amendment may be considered concurrently. The plan consistency statement is ~~not~~ subject to judicial review. If a zoning map amendment qualifies as a "large-scale rezoning" under G.S. 160D-602(b), the governing board statement describing plan consistency may address the overall rezoning and describe how the analysis and policies in the relevant adopted plans were considered in the action taken."

SECTION 12. G.S. 160D-702 reads as rewritten:

"§ 160D-702. Grant of power.

(a) A local government may adopt zoning regulations. Except as provided in subsections (b) and (c) of this section, a zoning regulation may regulate and restrict the height, number of stories, and size of buildings and other structures; the percentage of lots that may be occupied; the size of yards, courts, and other open spaces; the density of population; the location and use of buildings, structures, and land. A local government may regulate development, including floating homes, over estuarine waters and over lands covered by navigable waters owned by the State pursuant to G.S. 146-12. A zoning regulation shall provide density credits or severable development rights for dedicated rights-of-way pursuant to G.S. 136-66.10 or G.S. 136-66.11. Where appropriate, a zoning regulation may include requirements that street and utility rights-of-way be dedicated to the public, that provision be made of recreational space and facilities, and that performance guarantees be provided, all to the same extent and with the same limitations as provided for in G.S. 160D-804 and G.S. 160D-804.1.

(b) Any regulation relating to building design elements adopted under this Chapter may not be applied to any structures subject to regulation under the North Carolina Residential Code except under one or more of the following circumstances:

- (1) The structures are located in an area designated as a local historic district pursuant to Part 4 of Article 9 of this Chapter.
- (2) The structures are located in an area designated as a historic district on the National Register of Historic Places.
- (3) The structures are individually designated as local, State, or national historic landmarks.
- (4) The regulations are directly and substantially related to the requirements of applicable safety codes adopted under G.S. 143-138.
- (5) Where the regulations are applied to manufactured housing in a manner consistent with G.S. 160D-908 and federal law.
- (6) Where the regulations are adopted as a condition of participation in the National Flood Insurance Program.

Regulations prohibited by this subsection may not be applied, directly or indirectly, in any zoning district or conditional ~~district unless voluntarily consented to by the owners of all the property to which those regulations may be applied as part of and in the course of the process of seeking and obtaining a zoning amendment or a zoning, subdivision, or development approval, district,~~ nor may any such regulations be applied indirectly as part of a review pursuant to G.S. 160D-604 or G.S. 160D-605 of any proposed zoning amendment for consistency with an adopted comprehensive plan or other applicable officially adopted plan.

For the purposes of this subsection, the phrase "building design elements" means exterior building color; type or style of exterior cladding material; style or materials of roof structures or porches; exterior nonstructural architectural ornamentation; location or architectural styling of

windows and doors, including garage doors; the number and types of rooms; and the interior layout of rooms. The phrase "building design elements" does not include any of the following: (i) the height, bulk, orientation, or location of a structure on a zoning lot, (ii) the use of buffering or screening to minimize visual impacts, to mitigate the impacts of light and noise, or to protect the privacy of neighbors, or (iii) regulations adopted pursuant to this Article governing the permitted uses of land or structures subject to the North Carolina Residential Code.

Nothing in this subsection affects the validity or enforceability of private covenants or other contractual agreements among property owners relating to building design elements.

(c) A zoning or other development regulation shall not do any of the following:

- (1) Set a minimum width, length, or square footage of any structures subject to regulation under the North Carolina Residential Code.
- (2) Require a-or otherwise specify the size of parking space-spaces, placement of parking spaces, configuration of parking spaces, or allocation of parking spaces to be larger than 9 feet wide by 20 feet long unless the parking space is designated for handicap, parallel, or diagonal parking-greater than those required by the Americans with Disabilities Act.
- (3) Require additional fire apparatus access roads into developments of one- or two-family dwellings that are not in compliance with the required number of fire apparatus access roads into developments of one- or two-family dwellings set forth in the North Carolina Fire Code of the North Carolina Residential Code for One- and Two-Family Dwellings.Code.
- (4) Except as provided under G.S. 160A-307, set a minimum width, length, or square footage for driveways within a development unless the driveway abuts a public road. This subdivision shall not be construed to expand, diminish, or alter the Department of Transportation's authority to regulate driveways adjacent to public roads owned by the State.
- (5) Except as provided in this subdivision, set design standards for public roads within a development in excess of those required by the Department of Transportation. A city may set design standards for public roads within a development in excess of those required by the Department of Transportation if the city is financially responsible for the cost of the excess and accepts ownership and maintenance responsibility for the public road prior to, or in conjunction with, site plan approval. Confirmation of conformity of the improvements consistent with the city's design standards under this subsection shall be conducted consistent with G.S. 160D-804.1(1c). Upon confirmation that the improvements have been made consistent with G.S. 160D-804.1(1c), the city shall record with the register of deeds a plat evidencing the city's ownership of the public road.
- (6) Require installation of sidewalks or improvement of existing sidewalks for any residential, commercial, or school property unless the sidewalk is either of the following:
 - a. Connected to an existing sidewalk.
 - b. Will be connected to a planned adjacent sidewalk that the local government believes, based on a development approval, will be constructed within two years of the residential, commercial, or school property site plan approval.
- (7) For cities with a population of 125,000 or more, according to the most recent decennial federal census, establish setback or buffer yard requirements for a multifamily development that exceeds 15 units per acre.

(d) In exercising its authority under this section, a local government shall support its determinations by demonstrating there is a rational and substantial relationship between the

1 zoning map, zoning regulations, or zoning amendment and the health, safety, and welfare of the
2 public through finding of facts and information, other than mere personal preferences or
3 speculation, that a reasonable person would accept in support of a conclusion.

4 (e) For purposes of this section, the term "public road" shall mean any road, street,
5 highway, thoroughfare, or other way of passage that is owned and maintained by a city or the
6 Department of Transportation."

7 **SECTION 13.** G.S. 160D-703 reads as rewritten:

8 **"§ 160D-703. Zoning districts.**

9 (a) Types of Zoning Districts. – A~~Except as provided in subsection (a1) of this section,~~
10 a local government may divide its territorial jurisdiction into zoning districts of any number,
11 shape, and area deemed best suited to carry out the purposes of this Article. Within those districts,
12 it may regulate and restrict the erection, construction, reconstruction, alteration, repair, or use of
13 buildings, structures, or land. ~~Zoning~~By illustration, zoning districts may ~~include, but are not be~~
14 limited to, include any of the following:

15 (1) Conventional districts, in which a variety of uses are allowed as permitted uses
16 or uses by right and that may also include uses permitted only with a special
17 use permit.

18 (2) Conditional districts, in which site plans or individualized development
19 conditions are imposed.

20 (3) Form-based districts, or development form controls, that address the physical
21 form, mass, and density of structures, public spaces, and streetscapes.

22 (4) Overlay districts, in which different requirements are imposed on certain
23 properties within one or more underlying conventional, conditional, or
24 form-based districts.

25 (5) Districts allowed by charter.

26 (a1) Residential Zoning Districts Classified Based on Density. – A local government shall
27 classify residential zoning districts based on the number of dwelling units allowed per acre. A
28 local government shall not classify residential zoning districts based on the minimum lot size
29 allowed in the district.

30 (a2) Permitted Uses in Counties. – In areas zoned for residential use, a county zoning
31 regulation shall allow the following uses by right in an area with public sewer connections:

32 (1) In a county with a population of 49,999 or less, according to the most recent
33 decennial federal census, the siting of no fewer than four dwelling units per
34 acre.

35 (2) In a county with a population between 50,000 and 274,999, according to the
36 most recent decennial federal census, the siting of no fewer than five dwelling
37 units per acre.

38 (3) In a county with a population of 275,000 or more, according to the most recent
39 decennial federal census, the siting of no fewer than six dwelling units per
40 acre.

41 (a3) Permitted Uses in Cities. – A city zoning regulation shall allow the following uses by
42 right in an area with public sewer connections:

43 (1) In areas zoned for residential use in a city with a population of 19,999 or less,
44 according to the most recent decennial federal census, the siting of no fewer
45 than four dwelling units per acre.

46 (2) In areas zoned for residential use in a city with a population between 20,000
47 and 124,999, according to the most recent decennial federal census, the siting
48 of no fewer than five dwelling units per acre.

49 (3) In areas zoned for residential use in a city with a population of 125,000 or
50 more, according to the most recent decennial federal census, the siting of no

fewer than six dwelling units per acre. The minimum dwelling unit requirement may be met by duplexes, triplexes, and quadruplexes.

(4) In areas zoned for non-agricultural commercial, business, or industrial use in a city with a population of 125,000 or more, according to the most recent decennial federal census, the siting of buildings and structures subject to the North Carolina Residential Code and multifamily housing structures with more than four residential dwelling units, with a maximum height restriction of not less than 60 feet.

(a4) Exemption from Local Design Standards and Buffer Yards. – In a city with a population of 125,000 or more, according to the most recent decennial federal census, buildings and structures subject to the North Carolina Residential Code and uses allowable under subdivision (3) or (4) of subsection (a3) of this section shall not be subject to either of the following:

(1) Local design standards, except those adopted as a condition of participation in the National Flood Insurance Program.

(2) Buffer yards or other landscape buffering regulations.

(a5) Applicability of Permitted Uses. – Subsections (a2) and (a3) of this section do not apply to land used for a bona fide farm purpose as described in G.S. 160D-903 or an open space land purpose as described in G.S. 160D-1307.

(b) Conditional Districts. – Property may be placed in a conditional district only in response to a petition by all owners of the property to be included. Specific conditions may be proposed by the petitioner or the local government or its agencies, but only those conditions approved by the local government and consented to by the petitioner in writing may be incorporated into the zoning regulations. ~~Unless consented to by the petitioner in writing, Notwithstanding any other provision of law, in the exercise of the authority granted by this section, a local government may not (i) require, enforce, or incorporate into the zoning regulations any condition or requirement not authorized by otherwise applicable law, regulations any condition, requirement, or deed restriction not specifically authorized by law, (ii) require, enforce, or incorporate into the zoning regulations any condition or requirement that the courts have held to be unenforceable if imposed directly by the local government, or (iii) accept any offer by the petitioner to consent to any condition not specifically authorized by law, including, without limitation, taxes, impact fees, building design elements within the scope of G.S. 160D-702(b), driveway-related improvements in excess of those allowed in G.S. 136-18(29) and G.S. 160A-307, or other unauthorized limitations on the development or use of land. This subsection shall also apply to the approval of any site plan, development agreement, conditional zoning permit, or any other instrument under this Chapter.~~ Conditions and site-specific standards imposed in a conditional district shall be limited to those that address the conformance of the development and use of the site to local government ordinances, plans adopted pursuant to G.S. 160D-501, or the impacts reasonably expected to be generated by the development or use of the site. The zoning regulation may provide that defined minor modifications in conditional district standards that do not involve a change in uses permitted or the density of overall development permitted may be reviewed and approved administratively. Any other modification of the conditions and standards in a conditional district shall follow the same process for approval as are applicable to zoning map amendments. If multiple parcels of land are subject to a conditional zoning, the owners of individual parcels may apply for modification of the conditions so long as the modification would not result in other properties failing to meet the terms of the conditions. Any modifications approved apply only to those properties whose owners petition for the modification.

(b1) Limitations. – For parcels where multifamily structures are an allowable use, a local government may not impose a harmony requirement for permit approval if the development

contains affordable housing units for families or individuals with incomes below eighty percent (80%) of the area median income.

(c) Uniformity Within Districts. – Except as authorized by the foregoing, all zoning regulations shall be uniform for each class or kind of building throughout each district but the zoning regulations in one district may differ from those in other districts.

(d) Standards Applicable Regardless of District. – A zoning regulation or unified development ordinance may also include development standards that apply uniformly jurisdiction-wide rather than being applicable only in particular zoning districts.

(e) Staff Approvals. – Development approvals for a development that is a permitted use in the zoning district where the development is located shall be made only by the designated staff member as described in G.S. 160D-402.

(f) Basis for Conditional District. – In exercising its authority under subsection (b) of this section, a local government shall support its determinations with facts and information, other than mere personal preferences or speculation, that a reasonable person would accept in support of a conclusion there is a rational and substantial relationship between the conditional district and the health, safety, and welfare of the public."

SECTION 14. Article 7 of Chapter 160D of the General Statutes is amended by adding a new section to read:

"§ 160D-707. Review period for rezoning decisions.

Within 14 calendar days of the filing of an application for amendment of a zoning map or zoning regulations, a local government or its designated administrative staff, as described under G.S. 160D-402, shall (i) determine whether the application is complete and notify the applicant of the application's completeness and, (ii) if the local government or its designated administrative staff determines the application is incomplete, specify all the deficiencies in the notice to the applicant. The applicant may file an amended application or supplemental information to cure the deficiencies identified by the local government or its designated administrative staff for a completeness review, which shall be completed within 14 calendar days after receiving an amended application or supplemental application from the applicant. Upon the date the application is deemed complete, the local government or its designated administrative staff shall issue a receipt letter or electronic response stating that the application is complete and that a 90-calendar day review period has started as of that date. The local government shall approve or deny the application within 90 calendar days of the date the application was deemed complete by the local government or its designated administrative staff, except that if the applicant requests a continuance of the application, the review period shall be tolled for the duration of any continuance. The time period for review may be extended only by agreement with the applicant if the application cannot be reviewed within the specified time limitation due to circumstances beyond the control of the local government. The extension shall not exceed six months. Failure of the local government or its designated administrative staff to act before the expiration of the time period allowed for review shall constitute an approval of the application, and the local government shall issue a written approval upon demand by the applicant."

SECTION 15. G.S. 160D-803 reads as rewritten:

"§ 160D-803. Review process, filing, and recording of subdivision plats.

(a) Any subdivision regulation adopted pursuant to this Article shall contain provisions setting forth the procedures and standards to be followed in granting or denying approval of a subdivision plat prior to its registration.

(b) A subdivision regulation shall provide that the following agencies be given an opportunity to make recommendations concerning an individual subdivision plat before the plat is approved:

- (1) The district highway engineer as to proposed State streets, State highways, and related drainage systems.

- 1 (2) The county health director or local public utility, as appropriate, as to
2 proposed water or sewerage systems.
- 3 (3) Any other agency or official designated by the governing board.
- 4 (c) The subdivision regulation ~~may~~ shall provide that final decisions on preliminary plats
5 and final plats are administrative and to be made by any of the following:
- 6 (1) ~~The governing board.~~
- 7 (2) ~~The governing board on recommendation of a designated body.~~
- 8 (3) ~~A designated planning board, technical review committee of local government~~
9 ~~staff members, or other designated body or staff person.~~

10 ~~If the final decision on a subdivision plat is administrative, the decision may be assigned to a~~
11 ~~staff person or committee comprised entirely of staff persons, and notice of the decision shall be~~
12 ~~as provided by G.S. 160D-403(b). If the final decision on a subdivision plat is quasi-judicial, the~~
13 ~~decision shall be assigned to the governing board, the planning board, the board of adjustment,~~
14 ~~or other board appointed pursuant to this Chapter, and the procedures set forth in G.S. 160D-406~~
15 ~~shall apply.~~

16 (d) After the effective date that a subdivision regulation is adopted, no subdivision within
17 a local government's planning and development regulation jurisdiction shall be filed or recorded
18 until it shall have been submitted to and approved by the governing board or appropriate body, a
19 ~~staff person or committee comprised entirely of staff persons~~, as specified in the subdivision
20 regulation, and until this approval shall have been entered on the face of the plat in writing by an
21 authorized representative of the local government. Within 10 days after approving a preliminary
22 or final plat, an authorized representative of the local government shall enter the approval on the
23 face of the preliminary or final plat. The review officer, pursuant to G.S. 47-30.2, shall not certify
24 a subdivision plat that has not been approved in accordance with these provisions nor shall the
25 clerk of superior court order or direct the recording of a plat if the recording would be in conflict
26 with this section.

27 (e) ~~Notwithstanding G.S. 160D-403(c), once approval has been entered on the face of the~~
28 ~~plat in accordance with this section, the approval shall be valid and not expire unless the~~
29 ~~landowner applies for, and receives, a subsequent development approval."~~

30 **SECTION 16.** G.S. 160D-912 reads as rewritten:

31 **"§ 160D-912. Outdoor advertising.**

32 (a) As used in this section, the term "off-premises outdoor advertising" includes
33 off-premises outdoor advertising signs visible from the main-traveled way of any road.

34 (b) A local government may require the removal of an off-premises outdoor advertising
35 ~~sign that is nonconforming under a local ordinance not in compliance with a development~~
36 ~~regulation~~ and may regulate the use of off-premises outdoor advertising within its planning and
37 development regulation jurisdiction in accordance with the applicable provisions of this Chapter
38 and subject to G.S. 136-131.1 and G.S. 136-131.2.

39 (c) A local government shall give written notice of its intent to require removal of
40 off-premises outdoor advertising not in compliance with a development regulation by sending a
41 letter by certified mail to the last known address of the owner of the off-premises outdoor
42 advertising and the owner of the property on which the off-premises outdoor advertising is
43 located.

44 (d) No local government may enact or amend an ordinance of general applicability to
45 require the removal of any ~~nonconforming~~, lawfully erected off-premises outdoor advertising
46 ~~sign that is not in compliance with a development regulation~~ without the payment of monetary
47 compensation to the owners of the off-premises outdoor advertising, except as provided below.
48 The payment of monetary compensation is not required if:

- 49 (1) The local government and the owner of the ~~nonconforming~~ off-premises
50 outdoor advertising enter into a relocation agreement pursuant to subsection
51 (g) of this section.

- 1 (2) The local government and the owner of the ~~noneconforming~~ off-premises
2 outdoor advertising enter into an agreement pursuant to subsection (k) of this
3 section.
4 (3) The off-premises outdoor advertising is determined to be a public nuisance or
5 detrimental to the health or safety of the populace.
6 (4) The removal is required for opening, widening, extending, or improving
7 streets or sidewalks, or for establishing, extending, enlarging, or improving
8 any of the public enterprises listed in G.S. 160A-311, and the local
9 government allows the off-premises outdoor advertising to be relocated to a
10 comparable location.
11 (5) The off-premises outdoor advertising is subject to removal pursuant to
12 statutes, ordinances, or regulations generally applicable to the demolition or
13 removal of damaged structures.

14 (d1) ~~This subsection~~ Subsection (d) of this section shall be construed subject to and
15 without any reduction in the rights afforded to owners of off-premises outdoor advertising signs
16 along interstate and federal-aid primary highways in this State as provided in ~~Article 13 of~~
17 Chapter 136 of the General Statutes. Nothing in this section shall be construed to diminish the
18 rights given to owners or operators of nonconformities as set forth in G.S. 160D-108 and
19 G.S. 160D-108.2 or the rights of owners or operators of outdoor advertising signs in Article 11
20 of Chapter 136 of the General Statutes.

21 (e) Monetary compensation is the fair market value of the off-premises outdoor
22 advertising in place immediately prior to its removal and without consideration of the effect of
23 the ordinance or any diminution in value caused by the ordinance requiring its removal. Monetary
24 compensation shall be determined based on the following:

- 25 (1) The factors listed in G.S. 105-317.1(a).
26 (2) The listed property tax value of the property and any documents regarding
27 value submitted to the taxing authority.

28 (f) If the parties are unable to reach an agreement under subsection (e) of this section on
29 monetary compensation to be paid by the local government to the owner of the ~~noneconforming~~
30 off-premises outdoor advertising ~~sign~~ for its removal and the local government elects to proceed
31 with the removal of the ~~sign~~, off-premises outdoor advertising, the local government may bring
32 an action in superior court for a determination of the monetary compensation to be paid. In
33 determining monetary compensation, the court shall consider the factors set forth in subsection
34 (e) of this section. Upon payment of monetary compensation for the ~~sign~~, off-premises outdoor
35 advertising, the local government shall own the ~~sign~~, off-premises outdoor advertising.

36 (g) In lieu of paying monetary compensation, a local government may enter into an
37 agreement with the owner of a ~~noneconforming~~ off-premises outdoor advertising ~~sign~~ to relocate
38 and reconstruct the ~~sign~~, off-premises outdoor advertising. The agreement shall include the
39 following:

- 40 (1) Provision for relocation of the ~~sign~~, off-premises outdoor advertising to a site
41 reasonably comparable to or better than the existing location. In determining
42 whether a location is comparable or better, the following factors shall be taken
43 into consideration:
44 a. The size and format of the ~~sign~~, off-premises outdoor advertising.
45 b. The characteristics of the proposed relocation site, including visibility,
46 traffic count, area demographics, zoning, and any uncompensated
47 differential in the ~~sign owner's cost~~ to the owner of the off-premises
48 outdoor advertising to lease the replacement site.
49 c. The timing of the relocation.

(2) Provision for payment by the local government of the reasonable costs of relocating and reconstructing the ~~sign~~, off-premises outdoor advertising including the following:

- a. The actual cost of removing the ~~sign~~, off-premises outdoor advertising.
- b. The actual cost of any necessary repairs to the real property for damages caused in the removal of the ~~sign~~, off-premises outdoor advertising.
- c. The actual cost of installing the ~~sign~~, off-premises outdoor advertising at the new location.
- d. An amount of money equivalent to the income received from the lease of the ~~sign~~, off-premises outdoor advertising for a period of up to 30 days if income is lost during the relocation of the ~~sign~~, off-premises outdoor advertising.

(h) For the purposes of relocating and reconstructing a ~~nonconforming~~ ~~sign~~, off-premises outdoor advertising pursuant to subsection (g) of this section, a local government, consistent with the welfare and safety of the community as a whole, may adopt a resolution or adopt or modify its ordinances to provide for the issuance of a permit or other approval, including conditions as appropriate, or to provide for dimensional, spacing, setback, or use variances as it deems appropriate.

(i) If a local government has offered to enter into an agreement to relocate a ~~nonconforming~~ ~~sign~~, off-premises outdoor advertising pursuant to subsection (g) of this section and within 120 days after the initial notice by the local government the parties have not been able to agree that the site or sites offered by the local government for relocation of the ~~sign~~, off-premises outdoor advertising are reasonably comparable to or better than the existing site, the parties shall enter into binding arbitration to resolve their disagreements. Unless a different method of arbitration is agreed upon by the parties, the arbitration shall be conducted by a panel of three arbitrators. Each party shall select one arbitrator, and the two arbitrators chosen by the parties shall select the third member of the panel. The American Arbitration Association rules shall apply to the arbitration unless the parties agree otherwise.

(j) If the arbitration results in a determination that the site or sites offered by the local government for relocation of the ~~nonconforming~~ ~~sign~~, off-premises outdoor advertising are not comparable to or better than the existing site, and the local government elects to proceed with the removal of the ~~sign~~, off-premises outdoor advertising, the parties shall determine the monetary compensation under subsection (e) of this section to be paid to the owner of the ~~sign~~, off-premises outdoor advertising. If the parties are unable to reach an agreement regarding monetary compensation within 30 days of the receipt of the arbitrators' determination and the local government elects to proceed with the removal of the ~~sign~~, off-premises outdoor advertising then the local government may bring an action in superior court for a determination of the monetary compensation to be paid by the local government to the owner for the removal of the ~~sign~~, off-premises outdoor advertising. In determining monetary compensation, the court shall consider the factors set forth in subsection (e) of this section. Upon payment of monetary compensation for the ~~sign~~, off-premises outdoor advertising, the local government shall own the ~~sign~~, off-premises outdoor advertising.

(k) Notwithstanding the provisions of this section, a local government and an off-premises outdoor advertising ~~sign~~ owner may enter into a voluntary agreement allowing for the removal of the ~~sign~~, off-premises outdoor advertising after a set period of time in lieu of monetary compensation. A local government may adopt an ordinance or resolution providing for a relocation, reconstruction, or removal agreement.

(l) A local government has up to three years from the effective date of an ordinance enacted under this section to pay monetary compensation to the owner of the off-premises

1 outdoor advertising provided the affected ~~property off-premises outdoor advertising~~ remains in
2 place until the compensation is paid.

3 (m) This section does not apply to any ordinance in effect on July 1, 2004. A local
4 government may amend an ordinance in effect on July 1, 2004, to extend application of the
5 ordinance to off-premises outdoor advertising located in territory acquired by annexation or
6 located in the extraterritorial jurisdiction of the city. A local government may repeal or amend
7 an ordinance in effect on July 1, 2004, so long as the amendment to the existing ordinance does
8 not reduce the period of amortization in effect on June 19, 2020.

9 (n) The provisions of this section shall not be used to interpret, construe, alter, or
10 otherwise modify the exercise of the power of eminent domain by an entity pursuant to Chapter
11 40A or Chapter 136 of the General Statutes.

12 (o) Nothing in this section shall limit a local government's authority to use amortization
13 as a means of phasing out nonconforming uses other than off-premises outdoor advertising."

14 **SECTION 17.** G.S. 160D-912.1 reads as rewritten:

15 **"§ 160D-912.1. On-premises advertising.**

16 (a) As used in this section, the following definitions apply:

17 (1) Monetary compensation. – An amount equal to the sum of (i) the greater of
18 the fair market value of the ~~nonconforming~~ on-premises advertising sign that
19 is not in compliance with a development regulation in place immediately prior
20 to the removal or the diminution in value of the real estate resulting from the
21 removal of the on-premises advertising sign and (ii) the cost of a new
22 on-premises advertising sign that conforms to the local government's
23 development regulations.

24 (2) On-premises advertising sign. – A sign visible from any local or State road or
25 highway that advertises activities conducted on the property upon which it is
26 located or advertises the sale or lease of the property upon which it is located.

27 (3) Reconstruction. – Erecting or constructing anew, including any new or
28 modern instrumentalities, parts, or equipment that were allowed under the
29 local development rules in place at the time the on-premises advertising sign
30 was erected.

31 (b) Notwithstanding any local development regulation to the contrary, a lawfully erected
32 on-premises advertising sign may be relocated or reconstructed within the same parcel so long
33 as the square footage of the total advertising surface area is not increased, and the on-premises
34 advertising sign complies with the local development ~~rules-regulations~~ in place at the time the
35 on-premises advertising sign was erected. The construction work related to the relocation of the
36 lawfully erected on-premises advertising sign shall commence within two years after the date of
37 removal. The local government shall have the burden to prove that the on-premises advertising
38 sign was not lawfully erected.

39 (c) A local government may require the removal of a lawfully erected on-premises
40 advertising sign under a local development regulation only if the local government pays the
41 owner of the on-premises advertising sign monetary compensation for the removal. Upon
42 payment of monetary compensation, the local government shall own the on-premises advertising
43 sign and remove it in a timely manner.

44 (d) Nothing in this section shall be construed to diminish the rights given to owners or
45 operators of ~~nonconforming uses, including nonconforming structures, nonconformities~~ as set
46 forth in ~~G.S. 160D-108~~ G.S. 160D-108 and G.S. 160D-108.2 or the rights of owners or operators
47 of outdoor advertising signs in Article 11 of ~~Chapter 136~~ Chapter 136 of the General Statutes."

48 **SECTION 18.** G.S. 160D-944 reads as rewritten:

49 **"§ 160D-944. Designation of historic districts.**

50 (a) Any local government may, as part of a zoning regulation adopted pursuant to Article
51 7 of this Chapter or as a development regulation enacted or amended pursuant to Article 6 of this

Chapter, designate and from time to time amend one or more historic districts within the area subject to the development regulation. Historic districts established pursuant to this Part shall consist of areas that are deemed to be of special significance in terms of their history, prehistory, architecture, or culture and to possess integrity of design, setting, materials, feeling, and association.

A development regulation may treat historic districts either as a separate use district classification or as districts that overlay other zoning districts. Where historic districts are designated as separate use districts, the ~~zoning-development~~ regulation may include as uses by right or as special uses those uses found by the preservation commission to have existed during the period sought to be restored or preserved or to be compatible with the restoration or preservation of the district.

(b) No historic district or districts shall be designated under subsection (a) of this section until all of the following occur:

(1) An investigation and report describing the significance of the buildings, structures, features, sites, or surroundings included in the proposed district and a description of the boundaries of the district have been prepared.

(2) The Department of Natural and Cultural Resources, acting through the State Historic Preservation Officer or his or her designee, has made an analysis of and recommendations concerning the report and description of proposed boundaries. Failure of the Department to submit its written analysis and recommendations to the governing board within 30 calendar days after a written request for the analysis has been received by the Department relieves the governing board of any responsibility for awaiting the analysis, and the governing board may at any subsequent time take any necessary action to adopt or amend its zoning regulation.

(3) Seventy-five percent (75%) of the property owners in the proposed district sign a petition requesting designation of the district.

(c) The governing board may also, in its discretion, refer the report and proposed boundaries under subsection (b) of this section to any local preservation commission or other interested body for its recommendations prior to taking action to amend the ~~zoning-development~~ regulation. With respect to any changes in the boundaries of a district, subsequent to its initial establishment, or the creation of additional districts within the jurisdiction, the investigative studies and reports required by subdivision (1) of subsection (b) of this section shall be prepared by the preservation commission and shall be referred to the planning board for its review and comment according to procedures set forth in the ~~zoning-development~~ regulation. Changes in the boundaries of an initial district or proposal for additional districts shall also be submitted to the Department of Natural and Cultural Resources in accordance with the provisions of subdivision (2) of subsection (b) of this section.

On receipt of these reports and recommendations, the local government may proceed in the same manner as would otherwise be required for the adoption or amendment of any appropriate ~~zoning-regulation-development~~ regulation, except that the governing board shall unanimously approve the adoption of the district.

(d) G.S. 160D-914 applies to ~~zoning or other~~ development regulations pertaining to historic districts, and the authority under that statute for the ordinance to regulate the location or screening of solar collectors may encompass requiring the use of plantings or other measures to ensure that the use of solar collectors is not incongruous with the special character of the district."

SECTION 19. Article 9 of Chapter 160D of the General Statutes is amended by adding the following two new sections to read:

"§ 160D-974. Tiny houses in residential districts in certain cities.

(a) Tiny Housing in Residential Zones. – A city shall allow tiny housing in areas zoned for residential or mixed-use residential, including those that allow for the development of detached single-family dwellings.

(b) Regulation and Scope. – Nothing in this section affects the validity or enforceability of private covenants or other contractual agreements among property owners relating to dwelling type restrictions. Any development regulation adopted pursuant to this section shall not apply to an area designated as a local historic district (i) pursuant to Part 4 of this Article or (ii) on the National Register of Historic Places, unless approved by the local historic preservation authority. For septic systems, a city may require a new system or an upgrade to an existing system if it is determined that the existing system is incapable of handling increased capacity.

(c) Definitions. – As used in this section, the term "tiny housing" means a detached single-family dwelling unit that is no greater than 600 square feet, built to standards applicable to the North Carolina Residential Code, and is either constructed or mounted on a foundation and is connected to utilities. The term does not include a recreational vehicle or manufactured home that has not been affixed to real property.

(d) Applicability. – This section applies only to cities with a population of 125,000 or more, according to the most recent decennial federal census.

"§ 160D-975. Accessory dwelling units in certain cities.

(a) A city shall allow the development of at least one accessory dwelling unit which conforms to the North Carolina Residential Code, including applicable provisions from the North Carolina Fire Code, for each detached single-family dwelling that is greater than 600 square feet, in areas zoned for residential use that allow for development of detached single-family dwellings. An accessory dwelling unit may be built or sited concurrently with the primary dwelling or after the primary dwelling has been constructed or sited. Nothing in this section shall prohibit a local government from permitting accessory dwelling units in any area not otherwise required under this section.

(b) Development and permitting of an accessory dwelling unit shall not be subject to any of the following requirements:

(1) Owner-occupancy of any dwelling unit, including an accessory unit.

(2) Minimum parking requirements or other parking restrictions, including the imposition of additional parking requirements where an existing structure is converted for use as an accessory dwelling unit.

(3) Conditional use zoning.

(c) In permitting accessory dwelling units under this section, a city shall not do any of the following:

(1) Prohibit the connection of the accessory dwelling unit to existing utilities serving the primary dwelling unit.

(2) Charge any fee, other than a building permit fee, that exceeds the amount charged for any single-family dwelling unit similar in nature.

(d) Except as otherwise provided in this section, a city may regulate accessory dwelling units pursuant to this Chapter, provided that the development regulations do not act to discourage development or siting of accessory dwelling units through unreasonable costs or delay. Nothing in this section shall affect the validity or enforceability of private covenants or other contractual agreements among property owners relating to dwelling type restrictions.

(e) A city may impose a setback minimum for accessory dwelling units of 5 feet or the setback minimum imposed generally upon lots in the same zoning classification, whichever is less.

(f) For the purposes of this section, the term "accessory dwelling unit" means an attached or detached residential structure that is used in connection with or that is accessory to a primary single-family dwelling and that has less total square footage than the primary single-family dwelling.

(g) This section applies only to cities with a population of 125,000 or more, according to the most recent decennial federal census."

SECTION 20. G.S. 160D-1102(c) reads as rewritten:

"(c) No later than October 1 of 2023, 2024, and 2025, each year, every local government shall publish an annual financial report on how it used fees from the prior fiscal year for the support, administration, and implementation of its building code enforcement program as required by G.S. 160D-402(d). This report is in addition to any other financial report required by law."

SECTION 21. G.S. 160D-1110(d) is amended by adding a new subdivision to read:

"(3) Require more than a shell permit for the construction of a multifamily development. Upon the request of the permittee, the local government shall issue certificates of occupancy for individual units in a multifamily development permitted under a shell permit as the units meet the criteria for issuance of a certificate of occupancy. For purposes of this subdivision, "shell permit" means a permit that allows for the structural construction of a building but does not result in the issuance of a certificate of occupancy."

SECTION 22. G.S. 160D-1403 reads as rewritten:

"§ 160D-1403. Appeals of decisions on subdivision plats.

(a) ~~When a subdivision regulation adopted under this Chapter provides that the decision whether to approve or deny a preliminary or final subdivision plat is quasi-judicial, then that decision of the board is subject to review by the superior court by a proceeding in the nature of certiorari. G.S. 160D-406 and this section apply to those appeals.~~

(b) ~~When a subdivision regulation adopted under this Chapter provides that the decision whether to approve or deny a preliminary or final subdivision plat is administrative, or for For any other administrative decision implementing a subdivision regulation, the following applies:~~

(1) ~~If made by the governing board or planning board, the decision is subject to review by filing an action in superior court seeking appropriate declaratory or equitable relief within 30 days from receipt of the written notice of the decision, which shall be made as provided in G.S. 160D-403(b).~~

(2) ~~If made by the staff or a staff committee, the decision is subject to appeal as provided in G.S. 160D-405.~~

(c) ~~For purposes of this section, a subdivision regulation is deemed to authorize a quasi-judicial decision if the decision-making entity under G.S. 160D-803(c) is authorized to decide whether to approve or deny the plat based not only upon whether the application complies with the specific requirements set forth in the regulation but also on whether the application complies with one or more generally stated standards requiring a discretionary decision to be made."~~

SECTION 23. G.S. 160D-1403.1 reads as rewritten:

"§ 160D-1403.1. Civil action for declaratory relief, injunctive relief, other remedies; joinder of complaint and petition for writ of certiorari in certain cases.

(a) Civil Action. – Except as otherwise provided in this section for claims involving questions of interpretation, in lieu of any remedies available under G.S. 160D-405 or G.S. 160D-108(h), a person with standing, as defined in subsection (b) of this section, may bring an original civil action seeking declaratory relief, injunctive relief, damages, or any other remedies provided by law or equity, in superior court or federal court to challenge the enforceability, validity, or effect of a ~~local land~~ development regulation or development approval for any of the following claims:

(1) ~~The ordinance, development regulation,~~ either on its face or as applied, is unconstitutional.

(2) The ~~ordinance, development regulation~~, either on its face or as applied, is ultra vires, preempted, arbitrary or capricious, or is otherwise in excess of statutory authority.

(3) The ~~ordinance, development regulation~~, either on its face or as applied, constitutes a taking of property.

(4) The development approval is ultra vires, preempted, in excess of its statutory authority, made upon unlawful procedure, made in error of law, arbitrary and capricious, or an abuse of discretion.

(a1) Appeals of Administrative Decisions. – If the ~~decision~~ development approval being challenged under subsection (a) of this section is from an administrative official charged with enforcement of a ~~local land~~ development regulation, the party with standing must first bring any claim that the ~~ordinance development regulation~~ was erroneously interpreted to the applicable board of adjustment pursuant to G.S. 160D-405. An adverse ruling from the board of adjustment may then be challenged in an action brought pursuant to this subsection with the court hearing the matter de novo together with any of the claims listed in this subsection.

(b) Standing. – Any of the following criteria provide standing to bring an action under this section:

(1) The person has an ownership, leasehold, or easement interest in, or possesses an option or contract to purchase the property that is the subject matter of a final and binding decision made by an administrative official charged with applying or enforcing a ~~land~~ development regulation.

(2) The person was a development permit applicant before the decision-making board whose decision is being challenged.

(3) The person was a development permit applicant who is aggrieved by a final and binding decision of an administrative official charged with applying or enforcing a ~~land~~ development regulation.

(4) An association, organization, society, or entity whose membership is comprised of an individual or entity identified in subdivision (2) or (3) of this subsection.

...

(g) Definitions. – The ~~definitions~~ definition of "development permit" in G.S. 143-755 shall apply in this section."

SECTION 24. Article 14 of Chapter 160D of the General Statutes is amended by adding a new section to read:

"§ 160D-1403.3. Private remedies.

In addition to any other remedy otherwise provided by law, any person with standing under G.S. 160D-1403.1(b) may bring a civil action to enforce the provisions of this Chapter and recover damages, costs, and disbursements, including costs of investigation and reasonable attorneys' fees, and receive other equitable relief as determined by the court."

SECTION 25.(a) Article 14 of Chapter 160D of the General Statutes is amended by adding a new section to read:

"§ 160D-1406. Civil liability in certain instances.

(a) In addition to any other remedy available, actual damages resulting from any development decision, or lack thereof, may be recovered by civil action naming a member or members of the decision-making board individually. A civil action under this section may be instituted by any person with standing as described in G.S. 160D-1402(c) to recover civil damages from any member or members of the decision-making board who did any of the following with respect to the development decision:

(1) Engaged in impermissible violations of due process.

(2) Considered evidence or other material gained outside of an evidentiary hearing when making a quasi-judicial decision.

(3) Acted maliciously, arbitrarily and capriciously, or unlawfully.

(4) Acted grossly negligent or wrongfully.

(b) If a court determines that a member of a decision-making board is liable under subsection (a) of this section, the court may also award punitive damages.

(c) Notwithstanding the common law of legislative privilege and legislative immunity, a court may compel disclosure of information if, in the presiding judge's opinion, the disclosure is necessary to a proper administration of justice.

(d) Attorneys' fees and costs shall be awarded in accordance with G.S. 6-21.7."

SECTION 25.(b) G.S. 6-21.7 reads as rewritten:

"§ 6-21.7. Attorneys' fees; cities or counties acting outside the scope of their authority.

(a) In any action in which a city or county is a party, upon a finding by the court that the city or county violated a statute or case law setting forth unambiguous limits on its authority, the court shall award reasonable attorneys' fees and costs to the party who successfully challenged the city's or county's action. In any action in which a member of a decision-making board under Chapter 160D of the General Statutes is found to be liable under G.S. 160D-1406, the court shall award reasonable attorneys' fees and costs to the party who successfully challenged the acts of the member of a decision-making board under Chapter 160D of the General Statutes.

(b) In any action in which a city or county is a party, upon finding by the court that the city or county took action inconsistent with, or in violation of, G.S. 160D-108(b) or G.S. 143-755, the court shall award reasonable attorneys' fees and costs to the party who successfully challenged the local government's failure to comply with any of those provisions.

(c) In all other ~~matters, matters not covered by subsection (a) or (b) of this section,~~ the court may award reasonable attorneys' fees and costs to the prevailing private litigant.

(d) For purposes of this section, "unambiguous" means that the limits of authority are not reasonably susceptible to multiple constructions."

SECTION 26. G.S. 63-31(e) reads as rewritten:

"(e) All airport zoning regulations adopted under this Article shall be reasonable, and none shall require the removal, lowering, or other change or alteration of any structure or tree not conforming to the regulations when adopted or amended, or otherwise interfere with the continuance of any ~~nonconforming use, nonconformity~~ as defined in G.S. 160D-102 except as provided in G.S. 63-32, subsection (a)."

SECTION 27. G.S. 63-36 reads as rewritten:

"§ 63-36. Acquisition of air rights.

(a) In any case in which:

(1) It is desired to remove, lower, or otherwise terminate a ~~nonconforming use, nonconformity;~~ or

(2) The approach protection necessary cannot, because of constitutional limitations, be provided by airport zoning regulations under this Article; or

(3) It appears advisable that the necessary approach protection be provided by acquisition of property rights rather than by airport zoning regulations,

the political subdivision within which the property or ~~nonconforming use, nonconformity~~ is located or the political subdivision owning the airport or served by it may acquire, in the manner provided by the law under which municipalities are authorized to acquire real property for public purposes, such an air right, easement, or other estate or interest in the property or ~~nonconforming use, nonconformity~~ in question as may be necessary to effectuate the purposes of this Article.

(b) If any political subdivision, or if any board or administrative agency appointed or selected by a political subdivision, shall adopt, administer or enforce any airport zoning regulations which results in the taking of, or in any other injury or damage to any existing structure, such political subdivision shall be liable therefor in damages to the owner or owners of any such property and the liability of the political subdivision shall include any expense which the owners of such property are required to incur in complying with any such zoning regulations.

(c) For purposes of this section, "nonconformity" shall have the same meaning as in G.S. 160D-102."

SECTION 28.(a) G.S. 120-36.7 is amended by adding a new subsection to read:

"(e) **Proposed Increases Affecting Home Affordability.** – Every bill and resolution introduced in the General Assembly proposing any change in the law that could cause a net increase in the cost of constructing, purchasing, owning, or selling a building or structure subject to the North Carolina Residential Code, either directly or indirectly, shall have attached to it at the time of its consideration by the General Assembly a fiscal note prepared by the Fiscal Research Division. The fiscal note shall identify and estimate, for the first five fiscal years the proposed change would be in effect, all anticipated effects on costs of the proposed change. The fiscal note shall be prepared on the basis of a median priced single-family residence and may include an estimate for a larger development as an analysis of the long-range effect of a measure. If, after careful investigation, the Fiscal Research Division determines that no dollar estimate is possible, the note shall contain a statement to that effect, setting forth the reasons why no dollar estimate can be given. No comment or opinion shall be included in the fiscal note with regard to the merits of the measure for which the note is prepared. However, technical and mechanical defects may be noted.

The sponsor of each bill or resolution to which this subsection applies shall present a copy of the bill or resolution with the request for a fiscal note to the Fiscal Research Division. Upon receipt of the request and the copy of the bill or resolution, the Fiscal Research Division shall prepare the fiscal note as promptly as possible. The Fiscal Research Division shall prepare the fiscal note and transmit it to the sponsor within two weeks after the request is made, unless the sponsor agrees to an extension of time.

This fiscal note shall be attached to the original of each proposed bill or resolution that is reported favorably by any committee of the General Assembly but shall be separate from the bill or resolution and shall be clearly designated as a fiscal note. A fiscal note attached to a bill or resolution pursuant to this subsection is not a part of the bill or resolution and is not an expression of legislative intent proposed by the bill or resolution.

If a committee of the General Assembly reports favorably a proposed bill or resolution with an amendment that proposes a change in the law that could cause a net increase in the cost of constructing, purchasing, owning, or selling a building or structure subject to the North Carolina Residential Code, either directly or indirectly, the chair of the committee shall obtain from the Fiscal Research Division and attach to the amended bill or resolution a fiscal note as provided in this section."

SECTION 28.(b) Article 3 of Chapter 159 of the General Statutes is amended by adding a new section to read:

"§ 159-42.2. Fiscal note required for ordinances affecting housing affordability.

(a) Prior to adopting, amending, or repealing an ordinance that could cause a net increase in the cost of constructing, purchasing, owning, or selling a building or structure subject to the North Carolina Residential Code, either directly or indirectly, the governing body of a county or city shall have a fiscal note prepared by its planning department or another department designated by the governing body. The fiscal note shall be submitted to the governing body at least five days prior to the meeting at which the ordinance is to be introduced and shall be made available to the public at that meeting. For purposes of this section, the term "introduced" has the same meaning as in G.S. 160A-75(c). In preparing the fiscal note, the planning department or other department may consult with relevant trade organizations representing the real estate or home building industries. The fiscal note shall identify and estimate, for the first five fiscal years the ordinance, or the amendment or repeal thereof, would be in effect, all anticipated effects on costs of the proposed change. The fiscal note shall be prepared on the basis of a median priced single-family residence and may include an estimate for a larger development as an analysis of the long-range effect of a measure. If, after careful investigation, the planning or other department determines

that no dollar estimate is possible, the fiscal note shall contain a statement to that effect, setting forth the reasons why no dollar estimate can be given. No comment or opinion shall be included in the fiscal note with regard to the merits of the measure for which the note is prepared. However, technical and mechanical defects may be noted.

(b) Any resident of the county or city may bring a civil action in the superior court of the county for failure of the governing body to have a fiscal note prepared as required by this section or for failure to prepare an accurate or sufficient fiscal note. If the court determines the governing body failed to have a fiscal note prepared as required by this section or failed to prepare an accurate or sufficient fiscal note, the court shall order that a fiscal note be prepared. The court shall have authority to determine the sufficiency of a fiscal note."

SECTION 29. Article 11 of Chapter 130A of the General Statutes is amended by adding a new section to read:

"§ 130A-343.5. Wastewater systems for property within service area of a public or community wastewater system.

(a) Notwithstanding G.S. 130A-55(16), 153A-284, 160A-317, 162A-6(a)(14d), and 162A-14(2), a property owner may install a wastewater system in accordance with this Article to serve any undeveloped or unimproved property located so as to be served by a public or community wastewater system.

(b) Notwithstanding G.S. 130A-55(16), 153A-284, 160A-317, 162A-6(a)(14d), and 162A-14(2), a property owner of developed or improved property located so as to be served by a public or community wastewater system may install a wastewater system in accordance with this Article if the public or community wastewater system has not yet installed sewer lines directly available to the property or otherwise cannot provide wastewater service to the property at the time the property owner desires wastewater service.

(c) Upon compliance with this Article, the property owner installing a wastewater system pursuant to subsection (a) or (b) of this section shall not be required to connect to the public or community wastewater system for so long as the wastewater system installed in accordance with this Article remains compliant and in use. A property owner may opt to connect to the public or community wastewater system if the property owner so desires.

(d) Nothing in this section shall require a property owner to install a wastewater system in accordance with this Article if the property is located so as to be served by a public or community wastewater system and the public or community wastewater system is willing to provide wastewater service to the property.

(e) This section shall not apply, and a public or community wastewater system may mandate connection to that public or community wastewater system, in any of the following situations:

- (1) The wastewater system in accordance with this Article serving the property has failed and cannot be repaired.
- (2) The public authority or unit of government operating the public water system is being assisted by the Local Government Commission.
- (3) The public authority or unit of government operating the public or community wastewater system is in the process of expanding or repairing the public or community wastewater system and is actively making progress to having wastewater lines installed and directly available to provide wastewater service to that property within the 24 months of the time the property owner applies for a permit under this Article."

SECTION 30. G.S. 136-102.6 is amended by adding a new subsection to read:

"(c1) Notwithstanding anything to the contrary in this section, the Division of Highways shall accept a performance guarantee as provided under G.S. 160D-804.1 to ensure completion of streets that are required by a development regulation under Chapter 160D of the General

Statutes. On receipt of the performance guarantee, the Division of Highways shall issue a certificate of approval to the municipality or county as to those streets."

SECTION 31. G.S. 136-131.5(c) reads as rewritten:

"(c) A nonconforming sign ~~not conforming to State standards~~ shall not be relocated pursuant to this section unless the ~~nonconformity is removed~~ nonconforming sign is brought into conformity with State law, rules, and regulations as part of the relocation."

SECTION 32. The catch line of G.S. 136-131 reads as rewritten:

"§ 136-131. Removal of certain existing nonconforming advertising signs."

SECTION 33. G.S. 136-133.1(d) reads as rewritten:

"(d) Except as provided in subsection (e) of this section, trees existing at the time the outdoor advertising sign was erected may only be removed within the zone created in subsection (a) of this section if the applicant satisfies one of the following two options selected by the applicant: (i) reimbursement to the Department pursuant to G.S. 136-93.2 or (ii) trees that existed at the time of the erection of the outdoor advertising sign may be removed if the applicant agrees to remove two nonconforming ~~outdoor advertising signs~~ for each outdoor advertising sign at which removal of existing trees is requested. The surrendered nonconforming signs must be fully disassembled before any removal of existing trees is permitted and shall not be eligible for future outdoor advertising permits in perpetuity."

SECTION 34. G.S. 160A-31(h) reads as rewritten:

"(h) A city council which receives a petition for annexation under this section may by ordinance require that the petitioners file a signed statement declaring whether or not vested rights with respect to the properties subject to the petition have been established under ~~G.S. 160D-108 or G.S. 160D-108.1. G.S. 160D-108, 160D-108.1, or 160D-108.2.~~ If the statement declares that such rights have been established, the city may require petitioners to provide proof of such rights. A statement which declares that no vested rights have been established under ~~G.S. 160D-108 or G.S. 160D-108.1. G.S. 160D-108, 160D-108.1, or 160D-108.2~~ shall be binding on the landowner and any such vested right shall be terminated."

SECTION 35. G.S. 160A-58.1(d) reads as rewritten:

"(d) A city council which receives a petition for annexation under this section may by ordinance require that the petitioners file a signed statement declaring whether or not vested rights with respect to the properties subject to the petition have been established under ~~G.S. 160D-108 or G.S. 160D-108.1. G.S. 160D-108, 160D-108.1, or 160D-108.2.~~ If the statement declares that such rights have been established, the city may require petitioners to provide proof of such rights. A statement which declares that no vested rights have been established under ~~G.S. 160D-108 or G.S. 160D-108.1. G.S. 160D-108, 160D-108.1, or 160D-108.2~~ shall be binding on the landowner and any such vested rights shall be terminated."

SECTION 36. G.S. 160A-307 reads as rewritten:

"§ 160A-307. Curb cut regulations.

(a) ~~A-Except as expressly permitted by Chapter 160D of the General Statutes, a city may not regulate by ordinance regulate~~ the size, location, direction of traffic flow, and manner of construction of driveway connections into any street or alley. ~~The-To the extent allowed by Chapter 160D of the General Statutes, the~~ ordinance may require the construction or reimbursement of the cost of construction and public dedication of medians, acceleration and deceleration lanes, and traffic storage lanes for driveway connections into any street or alley if all of the following apply:

- (1) The city has shown through substantial evidence the need for such-the improvements is reasonably attributable to the traffic using the driveway.
- (2) The city has shown through substantial evidence the improvements serve the traffic of the driveway.

(b) No street or alley under the control of the Department of Transportation may be improved without the consent of the Department of Transportation. A city shall not require the

applicant to acquire right-of-way from property not owned by the applicant. However, an applicant may voluntarily agree to acquire such right-of-way.

(c) For purposes of this section, "substantial evidence" means facts and information, other than mere personal preferences or speculation, that a reasonable person would accept in support of a conclusion."

SECTION 37.(a) Chapter 162A of the General Statutes is amended by adding a new Article to read:

"Article 12.

"Water and Sewer Allocation.

"§ 162A-1000. Short title and purpose.

(a) This Article shall be known and may be cited as the "Water and Sewer Capacity Allocation and Planning Act."

(b) The purpose of this Article is to require all public water and sewer service providers to plan for future growth and allocate water and wastewater system capacity in a fair, transparent, and accountable manner. This act will ensure that sufficient water supply and wastewater treatment capacity is available for anticipated development and that capacity is allocated without discrimination or abuse.

"§ 162A-1001. Definitions.

For the purposes of this Article, the following definitions apply:

- (1) Allocation or capacity allocation. – A reservation of a specific quantity of water or sewer capacity for a particular project.
- (2) Applicant. – Any person, business, developer, property owner, or entity that has received preliminary or final site plan approval, as defined under G.S. 160D-102(29), for a project and submits an application for allocation for a new development or expansion of an existing development to a public water or sewer provider.
- (3) Approved applicant. – An applicant whose application for allocation has been approved.
- (4) Available capacity. – The portion of a facility's capacity that is not currently being used by existing customers and is not already reserved by prior allocations. Available capacity is determined by establishing a facility's capacity minus the sum of current actual usage and any outstanding allocations for projects in their reservation period.
- (5) Capacity or system capacity. – The actual capacity of a facility. For wastewater systems, actual capacity refers to hydraulic capacity, meaning the maximum volume of wastewater that can be collected, conveyed, and treated under the facility's permit limits without violation. For water systems, actual capacity refers to the actual available water supply, meaning the reliable quantity of water that can be treated and delivered, accounting for permitted withdrawal limits and treatment plant output, wells, or other sources, including any contractual or bulk supply capacity available to the local governmental unit.
- (6) Department. – The Department of Environmental Quality.
- (7) Facility. – As defined in G.S. 162A-201(4).
- (8) Local governmental unit. – As defined in G.S. 162A-201(5) and any third-party persons who own or operate a facility on behalf of a local governmental unit.
- (9) Project. – A development, as defined by G.S. 160D-102(12), for which water or sewer service is requested. This includes new developments, and expansion or additions to existing developments, that require new or additional water or sewer service.

- (10) Substantial expenditure. – A significant or considerable outlay of money, resources, or financial investment, viewed in light of the stage in which the project exists, that is not merely nominal or trivial.

"§ 162A-1002. Allocation process.

(a) Allocation Request. – A local governmental unit shall approve capacity allocation requests in accordance with this Article. Once approved, a capacity allocation guarantees the local governmental unit shall provide water service or sewer service for that project up to the approved allocation amount.

(b) Form of Application. – A local governmental unit may request only the following information from an applicant, and may not require any other information that is not necessary for the local governmental unit to determine whether it has available capacity to serve the project:

- (1) The name, address, and other relevant contact information of the applicant.
- (2) Documentation evidencing that the applicant has received preliminary or final approval for a site plan, as defined under G.S. 160D-102(29), for the project.
- (3) The amount of capacity allocation requested in gallons per day or other similarly objective measurement.
- (4) The anticipated date the project will begin utilizing the capacity allocation.

(c) Approval of Allocation Request. – Not later than 10 days after receiving an application for allocation, a local governmental unit shall approve the allocation if available capacity exists and the application is complete. Upon approving the allocation, the local governmental unit shall provide the applicant with written documentation specifying (i) the allocation reserved, (ii) the amount of allocation reserved, (iii) the project for which the allocation has been reserved, (iv) the date of the allocation approval, and (v) the date the reservation period expires. The local governmental unit shall approve or deny applications for allocation according to the following process:

- (1) The local governmental unit shall approve the total allocation requested by the applicant unless the request for allocation exceeds the local governmental unit's available capacity, in which case the local governmental unit shall, within 10 days after receiving the application for allocation, offer to provide the applicant with allocation equivalent to the available capacity, if any. The local governmental unit shall reserve the reduced allocation for a project under this subsection provided the applicant agrees, in writing, to the reduced allocation.
- (2) Except as expressly provided in this section, a local governmental unit may not deny, reduce, or otherwise modify the amount of an allocation requested through an application if available capacity exists sufficient to accommodate an application's allocation request.
- (3) A local governmental unit shall not require an applicant to agree to any condition not otherwise authorized by this section, or to accept any offer by the applicant to consent to any condition not otherwise authorized by law. These conditions include, without limitation, any of the following:
 - a. Payment of taxes, impact fees, or other fees or contributions to any fund.
 - b. Adherence to any restrictions related to development regulations under Chapter 160D of the General Statutes, including those within the scope of G.S. 160D-702(c).
 - c. Adherence to any restriction related to building design elements within the scope of G.S. 160D-702(b).
- (4) A local governmental unit shall not implement a scoring or preference system to allocate water service or sewer service among applicants, except as specifically authorized by this section.

(d) Reservation Period. – The initial reservation period shall be for 24 months after the date the allocation is approved. A local governmental unit shall extend the initial reservation period or extension reservation period for an additional 12 months provided (i) the applicant notifies the local governmental unit that it requires an extension of the initial reservation period or extension reservation period not later than 90 days prior to the expiration of the initial reservation period or extension reservation period and, (ii) concurrent with its notification, the applicant provides the local governmental unit with documentation demonstrating that the applicant has made substantial expenditure towards the completion of the project or the applicant provides documentation of a valid building permit.

(e) Allocations Approved in Chronological Order. – Except for requests to reserve capacity in accordance with G.S. 115C-521 and under subsection (k) of this section, allocations shall be granted in the chronological order that completed applications are received by the local governmental unit.

(f) Denial of Allocation Request. – A local governmental unit shall deny an application for allocation, within 10 days after receiving an application for allocation, only if one of the following applies:

- (1) The applicant cannot demonstrate approval of a preliminary or final site plan, as defined in G.S. 160D-102(29).
- (2) The local governmental unit does not have any available capacity.
- (3) The applicant has rejected, in writing, the local governmental unit's offer to provide allocation equivalent to its available capacity as provided in subdivision (1) of subsection (c) of this section, if any.

(g) Modification of Allocation. – In the event an approved applicant determines that the allocation necessary to serve the project increases or decreases by more than ten percent (10%) of the approved allocation, the approved applicant shall immediately notify the local governmental unit, and the following shall apply:

- (1) If the allocation approved by the local governmental unit decreases by more than ten percent (10%), the local governmental unit shall adjust its available capacity accordingly and the local governmental unit shall honor the approved allocation, less the decrease in necessary allocation.
- (2) If the allocation approved by the provider increases by more than ten percent (10%), the local governmental unit shall increase the allocation provided available capacity exists. In the event available capacity does not exist, the local governmental unit shall notify the approved applicant that the local governmental unit does not have available capacity and extend an offer to the approved applicant to increase the allocation in an amount equivalent to the available capacity. If the approved applicant determines that the existing allocation or the offer by the local governmental unit to increase the allocation in an amount equivalent to the local governmental unit's available capacity does not meet the needs of the project, the approved applicant shall immediately notify the local governmental unit that it intends to terminate the allocation.
- (3) In the event the allocation is terminated by the applicant, the provider shall adjust its available capacity accordingly.

(h) Expiration or Termination of Allocation. – Upon expiration or termination of allocation, including allocations that are not used in full, the local governmental unit shall return the expired, terminated, or unused capacity to its available capacity balance. Upon a return of the expired, terminated, or unused capacity to the local governmental unit's available capacity balance, the local governmental unit shall recalculate its available capacity and shall make it available to future applicants for allocation.

(i) Vested Right. – Allocation approved under this section shall be deemed a vested element of the project for the duration of the reservation period. The vested right to allocation during the reservation period shall be in addition to any other vested rights the project may have by law and shall run with the land for the benefit of the project. During the vesting period, the local governmental unit may not revoke or reduce the allocation except by request of the applicant or as described in this section.

(j) Transferability of Allocation. – Allocation shall be provided to the project described in the application. An approved applicant may not transfer an unused allocation to a different project. If the project for which an allocation has been reserved is sold or the development rights are assigned to a successor in interest, the allocation shall transfer to the successor in interest and the allocation and reservation period shall be honored and may not be terminated or revoked by the local governmental unit. In the event the project for which the allocation was reserved is sold or transferred to a successor in interest, the approved applicant shall immediately notify the local governmental unit of the sale or transfer.

(k) Emergency Allocations. – Notwithstanding any other provision of this section, a local governmental unit shall provide priority in allocation to applications demonstrating a substantial threat to public health, safety, or welfare that can be mitigated only by the immediate provision of water service or sewer service. An applicant seeking an emergency allocation must present competent evidence to the local governmental unit of the risk to the public health, safety, or welfare. Upon verifying that the application constitutes an emergency, the local governmental unit shall approve allocation in the minimum amount necessary to abate the emergency on a priority basis.

(l) Use of Allocation. – A local governmental unit shall not unreasonably delay an approved applicant's ability to connect the approved applicant's project to the local governmental unit's infrastructure. A local governmental unit shall begin providing water service or sewer service to an approved applicant within 90 days after receiving a request from the approved applicant to begin providing water service or sewer service, provided (i) the project is connected to the local governmental unit's infrastructure and (ii) the request is made within the reservation period described in subsection (d) of this section.

"§ 162A-1003. Planning and reporting.

(a) Each local governmental unit shall prepare an annual report not later than October 1 of each year documenting facility capacity and available capacity. The report shall include, at a minimum, all of the following information for each facility of the local governmental unit:

- (1) The current system capacity.
- (2) The current available capacity.
- (3) The amount of capacity allocated to approved developments or projects not yet connected to the local governmental unit's infrastructure.
- (4) The remaining available capacity for new allocations.
- (5) Any changes in capacity since the last report.
- (6) Any planned improvements or expansions and the expected impact on capacity.
- (7) The current actual usage of the facility, including average daily demand and peak daily demand over the year immediately preceding the preparation of the report.
- (8) If the local governmental unit receives State or federal funding for water or sewer infrastructure, a description of efforts to expand capacity to meet growth, including progress on any State-funded projects.

(b) The Department shall make the annual reports available to the public. Each local governmental unit shall also post the annual report on the website of that local governmental unit, if any.

"§ 162A-1004. Enforcement and remedies.

1 (a) State Enforcement Authority. – If the Department finds that a local governmental unit
2 has violated any requirement of this Article, the Department may take appropriate preventive or
3 remedial enforcement action authorized by Part 1 of Article 21 of Chapter 143 of the General
4 Statutes.

5 (b) Civil Penalties. – A local governmental unit that fails to comply with the provisions
6 of this Article or willfully fails to administer or enforce the provisions of this Article shall be
7 subject to a civil penalty pursuant to G.S. 143-215.6A(e).

8 (c) Judicial Review. – Any applicant whose application was denied by a local
9 governmental unit, or who is otherwise aggrieved or injured by the action of a local governmental
10 unit, may file an action in the superior court of the county where the local governmental unit is
11 located or where the project is located. In any civil action brought under this section, the court
12 may award reasonable attorneys' fees to a prevailing plaintiff who brought the action."

13 **SECTION 37.(b)** G.S. 162A-900, as enacted by S.L. 2024-45 and S.L. 2024-49, is
14 repealed.

15 **SECTION 37.(c)** For applicants that, on or after July 1, 2020, received a service
16 commitment from a public water system, public sewer system, or public water and sewer system
17 confirming availability of capacity for the applicant's development project, but whose capacity
18 needs have not been provided, the system shall reserve, allocate, and provide those applicants
19 with the capacity assured in the system's service commitment in the chronological order that the
20 service commitment was issued before the system reserves, allocates, or provides capacity to
21 another applicant.

22 **SECTION 37.(d)** The annual report required by G.S. 162A-1003, as enacted by this
23 act, shall be due October 1, 2026.

24 **SECTION 38.** If any provision of this act or the application thereof to any person or
25 circumstances is held invalid, such invalidity shall not affect other provisions or applications of
26 this act that can be given effect without the invalid provision or application and, to this end, the
27 provisions of this act are declared to be severable.

28 **SECTION 39.** Except as otherwise provided, this act becomes effective October 1,
29 2025, and applies to applications, approvals, and actions filed on or after that date. Any local
30 government ordinance in effect on, or adopted subsequent to, October 1, 2025, that is inconsistent
31 with this section is void and unenforceable.

RESOLUTION 25-03

RESOLUTION OPPOSING NORTH CAROLINA HOUSE BILL 765 - LOCAL GOV.
DEVELOPMENT REGULATIONS OMNIBUS

WHEREAS, on April 3, 2025, House Bill 765 (HB 765) was introduced (then later amended on April 7) for consideration by the North Carolina General Assembly; and

WHEREAS, if enacted, HB 765 would substantially reduce the ability of local governments to exercise decision-making authority over important aspects of land development within their jurisdiction; and

WHEREAS, examples of such included within HB 765 are as follows:

1. Bars local governments from exercising planning, zoning, subdivision, or development regulation authority beyond that expressly authorized by GS Chapter 160D;
2. Prohibits any planning, zoning, subdivision or land development regulation that is more restrictive than State law (apart from floodplain management) and deems void any noncompliant ordinance in effect or subsequently adopted after 1 January, 2026;
3. Mandatory extension of vested rights;
4. Mandatory implementation of timelines for land development review processes, with automatic approval required if the local government exceeds a set period;
5. Limits municipal authority to regulate driveway cuts
6. Elimination of authority to regulate parking (location, size, or number) other than what is required by Federal law (ADA);
7. Substantially reduces the ability to require sidewalk construction within residential & commercial developments;
8. Discard minimum lot size requirements & increase minimum by-right density thresholds for residential development according to city population size;
9. Allow for private package sewer treatment plants;
10. Allow non-conforming off-premise (billboards) & on-premise signs to remain in place;
11. Define and allow "tiny housing" in any residential district;
12. Allow for civil action to be brought against board members for potential violations;
13. Require future draft bill or resolutions brought before the legislature contain a "fiscal note" detailing the what estimated costs it would add to single-family housing;
14. Require sewer providers provide all of a developers requested sewer allocation at once if the municipality has available allocation;
15. Require additional reporting for available sewer allocation;
16. Limit municipal regulation of curb cuts and require substantial evidence for any required improvements;
17. Eliminates authority for governing bodies to make decisions regarding the subdivision of land - mandating those as administrative (staff) actions; and

WHEREAS, the Board of Aldermen of the Town of Shallotte, North Carolina strongly believes that local governments are best suited to establish appropriate development regulations given the context and sentiment of their communities; and

Adopted by Town of Shallotte Board of Aldermen in regular session, this 6th day of May, 2025.

ATTEST

Walter Eccard, Mayor

Natalie Goins, Town Clerk

SHALLOTTE BOARD OF ALDERMEN
REGULAR MEETING

April 1, 2025

5:15 P.M.

The Shallotte Board of Aldermen met for a regular meeting on April 1, 2025 at 5:15 p.m. in the meeting chambers located at 110 Cheers Street with Mayor Walt Eccard presiding.

Aldermen present: Larry Harrelson, Gene Vasile, Jimmy Bellamy, and Karmen Custer

Aldermen absent: Bobby Williamson

Staff present: Mimi Gaither, Robert Waring, Brandon Eaton, Natalie Goins, Isaac Norris, Adam Stanley, Robert Gravino, Paul Dunwell, Dan Formyduval and Attorney Laura Thompson.

I. CALL TO ORDER

Mayor Eccard called the meeting to order. A motion was made by Jimmy Bellamy seconded by Gene Vasile to open the meeting. Motion carried 4 yes 0 no.

II. INVOCATION & PLEDGE

Farrell Graves gave the Invocation. Boy Scouts Troop 262 and Girl Scouts Troop 1262 led the Board and audience in reciting the Pledge of Allegiance.

III. CONFLICT OF INTEREST

Mayor Eccard asked if any member of the Board had a conflict of interest or the appearance of a conflict of interest with regard to any item on the agenda. Alderman Larry Harrelson identified a potential conflict with the third public hearing, Solserra annexation and PUD.

IV. AGENDA AMENDMENTS & APPROVAL OF AGENDA

A motion was made by Karmen Custer seconded by Gene Vasile to approve the agenda as submitted. Motion carried 4 yes 0 no.

V. BOY SCOUTS TROOP 262 / GIRL SCOUTS TROOP 1262

Mayor Eccard recognized Boy Scout Troop 262 and Girl Scout Troop 1262 for their attendance to learn about government operations. He thanked them and their leaders for coming.

VI. PUBLIC COMMENTS

VII. DEPARTMENT REPORTS

1. Police

2. Fire

3. Planning
4. Public Utilities
5. Finance
6. Media & Events
7. Administration
8. Mayors Monthly Activities

VIII. CONSENT AGENDA

A motion was made by Gene Vasile seconded by Karmen Custer to approve the following consent agenda items:

- A. March 4, 2025 Regular Meeting minutes
- B. March 18, 2025 Work Session minutes

Motion carried 4 yes 0 no.

IX. PUBLIC HEARINGS

1. Bay Landing Annexation & PUD

Parcel ID # 2300005602, 230000503
Mr. & Mrs. Jones / Brian Fleer (agent)
County R-7500 to Shallotte PUD
25 acres +/-
75 Single Family Lots

1. A motion was made by Jimmy Bellamy seconded by Gene Vasile to open the Public Hearing.
Motion carried 4 yes 0 no.

Town Planner Robert Waring summarized the request for satellite annexation and initial zoning of Planned Unit Development (PUD) for approximately 25 acres along Bay Road. The proposal included 75 single-family lots with a density of 3 units per acre, consistent with the town's future land use plan. Robert noted that no traffic impact analysis was required due to the project size.

Brian Fleer, representing the applicant, provided additional details. The property has about 0.48 acres of wetlands. It is currently in a forestry production plan. There are a limited number of heritage trees. Density is lower than what county zoning would allow. Interconnectivity with existing developments improves public safety and access.

2. Public Comments/Questions

Ash Ramos (1260 Village Point Road) expressed concerns about infrastructure strain, threat to natural resilience and wetlands, and housing demand.

Matt Wilson (1260 Village Point Road) expressed concerns with the effects of “outpaced” growth on the unemployment rate and empty homes impacting property values.

Holly Hewett Long (Shallotte Point) highlighted safety concerns regarding the intersection of Bay Road and Village Point Road.

Jeff McDonald (1109 Village Point Road) raised concerns about rapid growth and its impact on traffic and emergency services, as well as the potential for unfinished neighborhoods.

Brian Fleeer responded to some concerns, noting the entrance was moved to address safety concerns, roads are not at capacity according to NCDOT, the development aligns with or exceeds long-range planning requirements, and sewer and water infrastructure is available.

3. A motion was made by Jimmy Bellamy seconded by Larry Harrelson to close the public hearing. Motion carried 4 yes 0 no.

4. Board Comments/Questions

The Board discussed traffic impact analysis requirements, interconnectivity, timeline for the adjacent Forest Run development, and potential road improvements.

5. A motion was made by Gene Vasile seconded by Karmen Custer to approve Annexation Ordinance 25-09, annexing PIDs 2300005602 and 2300005003. Motion carried 3 yes 1 no, with Larry Harrelson voting in the negative.

6. A motion was made by Gene Vasile seconded by Karmen Custer to approve the Board of Aldermen Zoning Statement of Consistency. Motion carried 4 yes 0 no.

7. A motion was made by Gene Vasile seconded by Karmen Custer to approve rezoning PID 2300005602 to Planned Unit Development (PUD). Motion carried 4 yes 0 no.

2. PETITION FOR VOLUNTARY ANNEXATION: ALL-IN, INC PARCEL ID #'s (2140005803, 214IA005, 214IA006, 214IA007, 214IA008, 214IA009, 214IA004, 214IA012, 214IA011, 214IA010, 214IA013, 214IA016, 214IA014, 214IA003, 214IA002, & 214IA001). All-In, Inc. has submitted an Annexation Petition for property located at the above-referenced parcels, near the intersection of Copas Rd. and Greenwich Ct. SW.

1. A motion was made by Jimmy Bellamy seconded by Gene Vasile to open the public hearing. Motion carried 4 yes 0 no.

Town Planner Brandon Eaton presented the petition for annexation and rezoning of 16 parcels near the intersection of Greenwich and Copas.

Thomas Scheetz, civil engineer for the project, provided details: Intention to create a residential subdivision, plans to construct a pump station to connect to town sewer, rezoning request from R-15 to R-10. Preliminary layout shows density of about 1.9 units per acre. Plans include oversized stormwater ponds, looped road, and preservation of wetlands.

2. Public Comments/Questions

3. A motion was made by Larry Harrelson seconded by Jimmy Bellamy to close the public hearing.
Motion carried 4 yes 0 no.

4. Board Comments/Questions

5. A motion was made by Larry Harrelson seconded by Gene Vasile to approve Annexation Ordinance 25-07. Motion carried 4 yes 0 no.

6. A motion was made by Karmen Custer seconded by Gene Vasile to approve the Board of Aldermen Zoning Statement of Consistency. Motion carried 4 yes 0 no.

7. A motion was made by Gene Vasile seconded by Larry Harrelson to approve rezoning the property from RA-15 to R-10. Motion carried 4 yes 0 no.

3) SOLSERRA ANNEXATION & PUD

Parcel ID # 1980000205, 198JB00115, 198JC001, 198JC002, 198JC003, & 2140002302

Stars & Stripes 21, LLC.

Shallotte MF-10 & County R-7500 to Shallotte PUD

360 acres +/-

545 Single-Family Lots, 174 Town-homes, 300 Multi-Family Units

1. A motion was made by Gene Vasile seconded by Karmen Custer to open the public hearing. Motion carried 4 yes 0 no.

2. A motion was made by Jimmy Bellamy seconded by Karmen Custer to continue the public hearing to the May 6, 2025 Board of Aldermen meeting. Motion carried 4 yes 0 no.

4) SPECIAL USE PERMIT PARCEL IDs # 1670006004 (HARDWICK OFFICE & YARD) *Quasi-judicial*

Norris & Bland Consulting Engineers, P.C., on behalf of S&H Investment Group, LLC, has submitted a request for consideration of a Special Use Permit (SUP) so as to develop a sales office and warehouse for a metal fabrication business-- with no fabrication occurring on-site, at the parcel/address listed. The property is zoned Business 2 (B-2).

1. A motion was made by Jimmy Bellamy seconded by Karmen Custer to open the public hearing. Motion carried 4 yes 0 no.

2. Town Clerk Natalie Goins administered the Oath to the following:

- Brandon Eaton
- Phil Norris
- Sandy Schumacher

Town Planner Brandon Eaton gave an overview of the request. The property is a 4.71 acre vacant parcel fronting Hwy 17/Ocean Hwy. W., zoned B-2, located within the Town's corporate jurisdiction.

Phil Norris, Norris & Bland Consulting Engineers, stated they were already in the process of applying for permits and feels this project, if approved, will fit nicely with the community.

3. Public Comments/Questions

4. A motion was made by Larry Harrelson seconded by Gene Vasile to close the public hearing.

5. Board Comments/Questions

6. A motion was made by Gene Vasile seconded by Larry Harrelson to approve the Specific Findings of Fact. Motion carried 4 yes 0 no.

7. A motion was made by Larry Harrelson seconded by Karmen Custer to approve SUP 24-05 with the following imposed special conditions:

- 1) A full site and landscape plan application must be submitted; and
- 2) No outside storage shall be allowed; and
- 3) No fabrication may be conducted on site; and
- 4) All rooftop mechanical equipment such as HVAC hardware must be screened according to Town UDO standards.
- 5) Existing project boundary buffer shall be preserved as is, or when/if future updates are made, shall conform to the UDO standard at the time any updates are conducted; and
- 6) All required fees shall be paid prior to final zoning approval; and
- 7) Per Sec. 12-12, all required site improvements shall commence within 12 months of SUP approval date or applicant shall request an extension of up to six months from the Shallotte Board of Aldermen; and
- 8) All required local, state, and federal permits shall be obtained and copies provided prior to final zoning approval; and
- 9) The site be maintained in accordance with the approved site plans.

The applicant agreed to the conditions.

Motion carried 4 yes 0 no.

X. DISCUSSION

Mayor Eccard reminded the Board and staff of the Budget Retreat Friday, April 4, 2025 beginning at 8:00 a.m.

XI. ADJOURN

A motion was made by Bobby Williamson seconded by Karmen Custer to adjourn the meeting at 6:41 p.m. Motion carried 4 yes 0 no.

Respectfully submitted,

Natalie Goins
Town Clerk



Town of Shallotte

ACTION AGENDA ITEM

2025

TO: BOARD OF ALDERMEN

FROM: Isaac Norris Jr CPA Finance Director

ACTION ITEM #:

MEETING DATE: 5/6/2025

DATE SUBMITTED: 4/29/2025

ISSUE/ACTION REQUESTED: The Board of Aldermen needs to approve the contract to audit the Town’s records for the year ending June 30, 2025. The firm of Thompson, Price, Scott, Adams & Co., PA will be performing the audit.

PUBLIC HEARING: YES NO

BACKGROUND/PURPOSE OF REQUEST: A contract is required for each year for the audit of the Town’s records.

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
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ADVISORY BOARD RECOMMENDATION: N/A

TOWN MANAGER’S RECOMMENDATION: Recommend that the audit contract be approved.

[Signature]

FINANCE RECOMMENDATION: Recommend that the audit contract be approved.

[Signature]

ATTACHMENTS: Audit Contract to be signed by the Mayor and Town Finance Director.

<p style="text-align: center;"><u>ACTION OF THE BOARD OF ALDERMEN</u></p>		
APPROVED:	<input type="checkbox"/>	ATTEST:
DENIED:	<input type="checkbox"/>	CLERK TO THE BOARD
DEFERRED UNTIL:	_____	_____
OTHER:	SIGNATURE	

The	Governing Board BOARD OF ALDERMAN
of	Primary Government Unit TOWN OF SHALLOTTE
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.
	Auditor Address 1626 S MADISON STREET, WHITEVILLE, NC 28472

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/25	Date Audit Will Be Submitted to LGC 12/31/25
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Must be within six months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.
2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. If the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period, the Auditor shall perform the audit in accordance with *Government Auditing Standards* (GAGAS). The Governmental Unit is subject to federal single audit requirements in accordance with Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Subpart F (*Uniform Guidance*) and the State Single Audit Implementation Act. Currently the threshold is \$750,000 for a federal single audit and \$500,000 for a State Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501) the Auditor and Governmental Unit(s) should discuss, in advance of the execution of this contract, the responsibility for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within six months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. the invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

LGC-205

CONTRACT TO AUDIT ACCOUNTS

Rev. 12/2024

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.
15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.
17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.
18. Special provisions should be limited. Please list any special provisions in an attachment.
19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.
21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Preparing financial statements in their entirety shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☐ Auditor ☒ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	Title and Unit / Company:	Email Address:
ISAAC NORRIS, JR., CPA	Finance Director / Town of Shallop	inorris@townofshallotte.org

OR Not Applicable ☒ (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.


4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	TOWN OF SHALLOTTE
Audit Fee (financial and compliance if applicable)	\$ 14,750
Fee per Major Program (if not included above)	\$ 1,750 (price above includes up to one program)
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$ STANDARD HOURLY RATES IF REQUIRED
TOTAL AMOUNT NOT TO EXCEED	\$ 14,750

Discretely Presented Component Unit	N/A
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$


SIGNATURE PAGE

AUDIT FIRM

Audit Firm* THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.	
Authorized Firm Representative (typed or printed)* ALAN W. THOMPSON	Signature* 
Date* 04/29/25	Email Address* alanthompson@tpsacpas.com

GOVERNMENTAL UNIT



Governmental Unit* TOWN OF SHALLOTTE	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)* 	Signature* 
Date 	Email Address* 

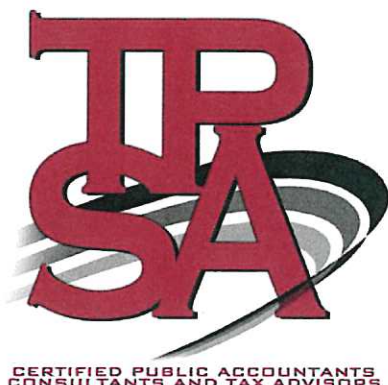
 Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by This Transaction:	\$ 14,750
Primary Governmental Unit Finance Officer* (typed or printed) ISAAC NORRIS, JR.	Signature* 
Date of Pre-Audit Certificate* 	Email Address* inorris@townofshallotte.org



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

ENGAGEMENT LETTER

April 29, 2025

Town of Shallotte
Attn: Isaac Norris, Jr., CPA
106 Cheers St
PO Box 2287
Shallotte, NC 28459

To Management and Those Charged With Governance:

We are pleased to confirm our understanding of the services we are to provide the Town of Shallotte for the year ended June 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Town of Shallotte as of and for the year ended June 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Town of Shallotte's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Shallotte's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis.
2. Schedule of Town's Proportionate Share of Net Pension Liability (Asset) and Schedule of Contributions - LGERS
3. Schedule of Changes in Total Pension Liability and Schedule of Total Pension Liability as a Percentage of Covered Payroll – Law Enforcement Officers' Special Separation Allowance
4. Schedule of Changes in the Total OPEB Liability and Related Ratios

We have also been engaged to report on supplementary information other than RSI that accompanies Town of Shallotte's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements:

Members

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

1. Schedule of Expenditures of Federal and State Awards.
2. Combining and Individual Fund Financial Statements, Budgetary Schedules, and Other Schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Introductory and Statistical Schedules (prepared for Annual Comprehensive Financial Report presentation)

Our responsibility for other information included in documents containing the entity's audited financial statements and auditors' report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditors' report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually, or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objective also includes reporting on-

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditors' Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or

governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government’s ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories (if material), and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

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 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.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures-Internal Controls

We will obtain an understanding of the entity and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Test of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Town of Shallotte’s compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an

opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Town of Shallotte's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Town of Shallotte's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and State awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and State awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of the schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal and State awards; federal or State award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings;

and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review by May 15, 2025.

You are responsible for identifying all federal and State awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and State awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and State awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and State awards. You also agree to make the audited financial statements readily available to intended users of schedules of expenditures of federal and State awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and State awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and State awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and State awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Other Services

We will also assist in compiling the financial statements that you prepare, to include the financial statements, schedule of expenditures of federal and State awards, and related notes of Town of Shallotte in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal and State awards, related notes, and services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, schedules of expenditures of federal and State awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and State awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an

individual, (Isaac Norris, Jr.), who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. 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 services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' report or nine months after the end of the audit period.

We will provide copies of our reports to the Board; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Thompson, Price, Scott, Adams & Co., P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request in a timely manner to Oversight Agencies (or its designee), a federal agency provided direct or indirect funding, or the U.S. Government Accounting Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Thompson, Price, Scott, Adams & Co., P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal cognizant agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

Alan Thompson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit by approximately May 15, 2025, and to issue our reports no later than December 31, 2025. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, should not exceed \$14,750. This fee is based on the assumption that there will only be one major compliance program to test. Should there be additional programs that require testing, those programs will be billed at \$1,750 each. Also, any excessive additional fees incurred in obtaining required audit evidence (i.e. bank confirmations) will be billed directly to the Board. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. 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 may 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 completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor / Board of Alderman and management of Town of Shallotte. We will make reference to the Component Auditor's audit of the Shallotte ABC Board in our report on your financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement. If circumstances occur related to the condition of your records, the availability of sufficient appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the Town of Shallotte 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 and return it to us.

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: _____

SIGN HERE

Title: _____ ✓

Date: _____ ✓

Governance signature: _____

SIGN HERE

Title: _____ ✓

Date: _____ ✓

CC: Mayor/Board of Alderman



Town of Shallotte Board of Aldermen
ACTION AGENDA ITEM
2025

TO: Board of Aldermen	ACTION ITEM #: <u>ANX 24-27</u>
	MEETING DATE: <u>5/06/2025</u>
FROM: Robert Waring, Planning Director	DATE SUBMITTED: <u>4.1.25</u>

ISSUE/ACTION REQUESTED: Review a request to annex the remainder of the Solterra (formerly San Rio) project & update/revise the master plan & take action on their request for annexation & rezoning.	PUBLIC HEARING: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
--	--

BACKGROUND/PURPOSE OF REQUEST: The Solterra development is a partially plated subdivision along the Shallotte River off Grey Bridge Rd. Originally named San Rio, the development was permitted as a Planned Residential Development (PRD) circa 2007. The current master plan dated 2011 entails a 6-phase layout with a total of 2,022 residential units (708 single-family & 1,314 multi-family units). The 2011 plan’s listed density is 4 units/acre.

There are currently 151 SF lots recorded in phase 1. Subdivision plans for phase 3 totaling 108 SF lots have been submitted & will be approved as they are consistent with the 2011 plan. Phases 4, 5, & 6 were not annexed into the Town with the original plan, but did acknowledge that this would need to take place before sewer utilities could be extended.

The Town’s Future Land Use Map (FLU map) identifies the area “Medium Density Residential” with a target density of 4 to 6 dwellings/acre & desired uses as single-family, two-family, townhomes. Planned communities may include multi-family when it is “well integrated”.

The developer has submitted a revised master plan showing the remaining tracts as a Planned Unit Development PUD & annex the entire project (including a new 17[±] acre tract around Tar Landing Rd.) into the Town. The PUD tracts would be broken into 3 phases with 1,019 residential units (545 SF, 300 MF, & 174 townhomes, 419 fewer units/lots). The proposed PUD would have a density of 2.8 units/acre.

NCDOT approved a new Traffic Impact Analysis for the project with those required improvements summarized in their approval letter. The internal roads will remain private, and the Town will need to review HOA documents providing for their maintenance as subdivision plans are approved.

Water will be provided via the County; sewer will be provided by the Town.

Once the revised master plan is approved, the developer will submit subdivision or site landscape plans for the various tracts. These plans will include greater detail for utility and road construction.

The Board may:
Vote to approve the proposed changes; or Vote to deny the proposed changes; or Continue the item until additional information is presented.

FISCAL IMPACT:

BUDGET AMENDMENT REQUIRED:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
CAPITAL PROJECT ORDINANCE REQUIRED:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
PRE-AUDIT CERTIFICATION REQUIRED:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
REVIEWED BY DIRECTOR OF FISCAL OPERATIONS	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

CONTRACTS/AGREEMENTS:

REVIEWED BY TOWN ATTORNEY:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A
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ADVISORY BOARD RECOMMENDATION: Planning Board recommended approval at their March 11 meeting

STAFF RECOMMENDATION: Staff believes the requested master plan updates to be consistent with the Town's objectives & policies; staff recommends approval with the following conditions:

1. HOA documents detailing SW and road maintenance be recorded with subdivision plats
2. Sewer allocation will be issued in 60 lot/unit increments
3. New Town of Shallotte SW permit applications be submitted with phased subdivisions
4. Copies of all state & federal permits (NCDOT, CAMA, USACE) be provided as they are available

FINANCE RECOMMENDATION: NA

ATTACHMENTS:

1. Area map
 2. Annexation/Rezoning Application
 3. Current Master Plan (2011)
 4. Proposed Master Plan
 5. NCDOT TIA Approval Letter
 6. TRC Comments/Responses
 7. Table of Permitted Uses
 8. Town of Shallotte 2018 Land Use Plan, Medium Density Description
 9. Signed Planning Board Statement of Consistency
 10. Ordinance 25-08
 11. Board of Aldermen Statement of Consistency
-

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



ANNEXATION APPLICATION

Official Use Only

P&Z #: _____
 Date Rec'd: _____
 Rec'd By: _____
 Amount Paid: \$ _____

Town of Shallotte • PO Box 2287, Shallotte, NC 28459 • 116 Cheers Street, Shallotte, NC 28470 • Phone: (910) 754-4032 • Fax: (910) 754-2740

All applications for annexation into the Town of Shallotte must be complete and accompanied by the application fee of **\$225.00** (150.00 application, \$45.00 public notice fee, \$30.00 recording fee), **and a \$25.00 per plat page recording fee** payable in cash or by check made to the Town of Shallotte. Applicants will also be responsible for any additional costs of public notices in excess of \$45.00, which will be billed at a later time.

Annexation may also require a change in the zoning of the property. Please consult with the Planning & Zoning staff to determine whether rezoning is required. Any annexation petition that includes a rezoning will require a recommendation from the Planning Board before a hearing will be set by the Board of Aldermen.

All applications must be complete and all fees must be paid in full before a petition will be forwarded to the Planning Board or Board of Aldermen. Applicants are responsible for attending all Planning Board and Board of Aldermen meetings where this petition will be considered.

Project Name (if applicable):

SOLSERRA

SECTION 1: APPLICANT INFORMATION

Applicant Name: **Stars & Stripes 2I, LLC**

Mailing Address: **1031 Marietta Street NW, Atlanta, Georgia 30318**

Phone: **404-480-4900**

Fax:

Email: **Richard@stbourne.com**

SECTION 2: PROPERTY OWNER INFORMATION (if different from above)

Owner Name(s): **Stars & Stripes 2I, LLC**

Mailing Address: **1031 Marietta Street NW, Atlanta, Georgia 30318**

Phone: **404-480-4900**

Fax:

Email: **Richard@stbourne.com**

SECTION 3: PROPERTY INFORMATION

Street Address and/or
Description of Location: **Gray Bridge Road, Shallotte, North Carolina**

Parcel Tax ID #(s): **19800002**

Total Site Acres **304.66 Acres**
or Square Feet:

Current Zoning District(s): **CO-R7500**

Proposed Zoning Change(s): **PUD**

NOTE: If any change in zoning accompanies this annexation petition, a separate rezoning application is required.

SECTION 4: VESTED RIGHTS

Do you declare vested rights? ☐ YES ☒ NO

A vested right is the right to undertake and complete an approved site-specific development plan or an approved phased development plan. A site-specific development plan may include any of the following plans or approvals: A planned unit development plan, a subdivision plat, a preliminary or general development plan, a conditional or special use permit, a conditional or special use district zoning plan, or any other land-use approval designation as may be utilized by the Town.

When land is annexed into the Town of Shallotte and that land has an existing vested right from a site-specific development plan approved by Brunswick County or another municipality, the property owner has the right develop the property according to the site-specific development plan if (1) vested rights are declared at the time of annexation, (2) proof of such right is provided, and (3) the Town determines based on the information provided that such right exists.

If you declare vested rights, please describe those rights in writing (use additional sheets as necessary):

While we do not claim vested rights over the portion of the property being annexed, the existing annexed property has vested rights pursuant to the previously approved master plan.

If you declare vested rights, you must submit evidence of such right with this application. Evidence must be in sufficient detail to determine whether such right exists and the extent of such right. Necessary information may include an approved building permit, development permit, conditional use permit, site plan, preliminary plat, or master plan.

SECTION 5: MUNICIPAL CONTIGUITY

An area is deemed contiguous if it either abuts directly on the primary Town boundary or is separated from the Town boundary by a street or street right-of-way, a creek or river, or the right-of-way of a railroad or other public service corporation, lands owned by the municipality or some other political subdivision, or lands owned by the State of North Carolina. An area is not deemed contiguous if it abuts the boundary of a non-contiguous municipal area.

Is the territory petitioned for annexation contiguous to the primary boundary of the Town of Shallotte?

☒ Contiguous ☐ Non-Contiguous


SECTION 6: SUPPLEMENTAL INFORMATION REQUIRED

Each annexation application use must include:

- ☐ A complete contiguous or non-contiguous annexation petition, signed by all owners of property included in the annexation territory.
- ☐ An application fee of \$150.00 plus public notice fee of \$45.00 and recording fee of \$30.00 in cash or check made payable to the Town of Shallotte.
- ☐ One (1) 18" X 24" Mylar annexation map bearing the seal of a licensed surveyor, including the existing Town limits.
- ☐ Two (2) paper copies of the sealed annexation map.
- ☐ One (1) paper copy of a legal metes and bounds description of the property bearing the seal of a licensed surveyor.
- ☐ One (1) electronic text document of the legal metes and bounds description emailed to the Town Clerk at ngoins@townofshallotte.org
- ☐ One (1) paper copy of evidence of ownership (i.e. deed).
- ☐ Evidence of vested rights, if claimed.
- ☐ A notarized letter of authorization, if acting as the agent for the property owner(s).

SECTION 7: APPLICANT/OWNER SIGNATURE

In filing this Annexation Application, I hereby certify that I am authorized to submit this application and that all of the information presented in this application is accurate to the best of my knowledge, information, and belief.

Signature:  _____ Date: April 28, 2025

Official Use Only

Planning Board Hearing Date: _____ Recommendation: _____ Staff: _____


Board of Aldermen Hearing Date: _____ Action: _____ Staff: _____

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
Amanda Avery, its Managing Member	1031 Marietta Street NW Atlanta, Georgia 30318	19800002	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		April 28, 2025
			<input type="checkbox"/> Yes <input type="checkbox"/> No	By: Amanda Avery, Manager of DSSII Holding Co., LLC, its managing member	
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		

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.
8. 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		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		

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		
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			<input type="checkbox"/> Yes <input type="checkbox"/> No		

CERTIFICATE OF SUFFICIENCY

To the Mayor and Board of Aldermen of the Town of Shallotte, North Carolina:

I, Natalie Goins, Town Clerk, do hereby certify that I have investigated the annexation petition of PID 19800002 and 2140002302 and hereby make the following findings:

- a. The petition contains a metes and bounds description of the area proposed for annexation.
- b. The area described in the petition is contiguous to the Town of Shallotte primary corporate limits, as defined by G.S. 160A-31.
- c. The petition is signed by and includes addresses of all owners of real property lying in the area described therein.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Shallotte, this 1st day of May, 2025.



Natalie Goins
Natalie Goins, Town Clerk

Parcels: 19800002

Property Tax Cards

2024 Tax Card

2023 Tax Card

2022 Tax Card

2021 Tax Card

2020 Tax Card

Parcel Information

Parcel ID: 19800002

Parcel PIN: 109707572747

Calc. Acreage: 288.84

Legal Description

TR-C D E P/O A 288.84 AC PL 19/22

Owner Information

Owner Name:

STARS & STRIPES 2I LLC

Mailing Address:

ATTN: COLD RIVER LAND LLC PO BOX 2249

CUMMING, GA 30028-6501

Deed and Plat References

Deed Book: 03567

Deed Page: 1248

Plat Book:0019

Plat Page: 0022

PARCEL PHOTO

Brunswick County GIS

Layer List

- ☒ Address & Parcel
- ☒ BRUNSWICK COUNTY GIS
- ☐ ORTHOIMAGERY 2024
- ☐ PICTOMETRY_2023
- ☐ PICTOMETRY_2021
- ☐ PICTOMETRY 2019
- ☐ PICTOMETRY 2016
- ☐ PICTOMETRY 2012
- ☐ PICTOMETRY 2010

Section VIII, Item 1.

Parcels:
2140002302



Zoom to

Property Tax Cards

[2025 Tax Card](#)

[2024 Tax Card](#)

[2023 Tax Card](#)

[2022 Tax Card](#)

[2021 Tax Card](#)

Parcel Information

Parcel ID: 2140002302

Parcel PIN: 109711560420

Calc. Acreage: 17.64

Legal Description

17.64 AC PL 89/16 SR 1135

Owner Information

Owner Name:

STARS & STRIPES 2I LLC

Mailing Address:

1031 MARIETTA ST NW

ATLANTA, GA 30318-5505

Deed and Plat References

Deed Book: 04995

Deed Page: 0030

Plat Book:00089

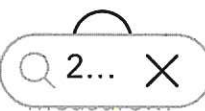
Shallotte ETJ



Select Draw

100 m

200 ft



Print



Share

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Secretary of State
Elaine F. Marshall

MENU

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Limited Liability Company

Actions

- [File an Annual Report/Amend an Annual Report](#)
- [Online Filing](#)
- [Order a Document Online](#)
- [Add Entity to My Email Notification List](#)
- [View Filings](#)
- [Print a Pre-Populated Annual Report form](#)
- [Print an Amended a Annual Report form](#)

Legal name: Stars & Stripes 2I, LLC

Secretary of State Identification Number (SOSID): 1405059

Status: Current-Active

Citizenship: Foreign

State of Incorporation: DE

Date formed: 10/7/2014

Citizenship: Foreign

Registered agent: eResidentAgent, Inc.

mailing address

1031 Marietta Street NW, Suite a
Atlanta, GA 30318

Principal office address

1031 Marietta Street NW, Suite a
Atlanta, GA 30318

Registered office address

2810 Coliseum Centre Dr Ste 120
Charlotte, NC 28217

Registered mailing address

2810 Coliseum Centre Dr Ste 120
Charlotte, NC 28217

Company officials

All LLCs are managed by their managers pursuant to N.C.G.S. 57D-3-20.

- **Manager**
[Dssii Holding Co, LLC](#)
1031 Marietta Street NW, Suite a
Atlanta GA 30318

Other Agencies

[NC Gov](#)

[State Board of Elections](#)

[North Carolina Birth Certificate Information](#)

[North Carolina State Bar](#)

[North Carolina Department of Commerce](#)

[North Carolina Department of Revenue](#)

[All North Carolina Government Organizations](#)

Links of Interest

[National Association of Secretaries of State](#)

[Intellectual Property](#)

[NASAA - North American Securities Administrators Association](#)

[North Carolina Consular Corps](#)

[Secretary of State Disclaimer & Privacy](#)

Hours of Operation Monday - Friday 8:00 am - 5:00 pm



[North Carolina Secretary of State's Office](#)



Contact Us

[919-814-5400](#) [Support](#) [Division Directory](#)

**RESOLUTION
OF THE BOARD OF MANAGERS OF
DSSII HOLDING CO, LLC.
IN LIEU OF A MEETING**

The undersigned, being the Board of Managers of DSSII Holding Co, LLC, (the **“Company”**) under the Operating Agreement of the Company (as amended, the **“Operating Agreement”**) hereby adopts the resolutions set forth below, and consents in writing to the adoption of said resolution without the holding of a meeting;

WHEREAS, the Company is the sole member and manager of Stars & Stripes 2I, LLC (**“Stars”**);

WHEREAS, Stars is the owner of that certain property in Brunswick County, North Carolina known as Solterra (formerly San Rio) (the **“Property”**);

WHEREAS, Stars wishes to annex in a portion of the Property into the Town of Shallotte; and

WHEREAS, the Company consents to the annexation of the Property.

NOW, THEREFORE, BE IT RESOLVED, that the Company consents and approves of the annexation of the Property into the Town of Shallotte; and

RESOLVED FURTHER, that Sebastian Drapac or Amanda Avery, in their capacity as manager of the Company, Manager of the Stars, be, and hereby are, authorized and empowered to execute and deliver any necessary petition or application pursuant to the annexation of the Property, with such changes therein as he or she may approve, such approval to be conclusively evidenced by his execution and delivery thereof

Effective the 21st day of February 2025.

[Signatures begin on following page]

IN WITNESS WHEREOF, the foregoing resolutions have been approved by the Board of Managers of the Company as of the date written above

Signed by:

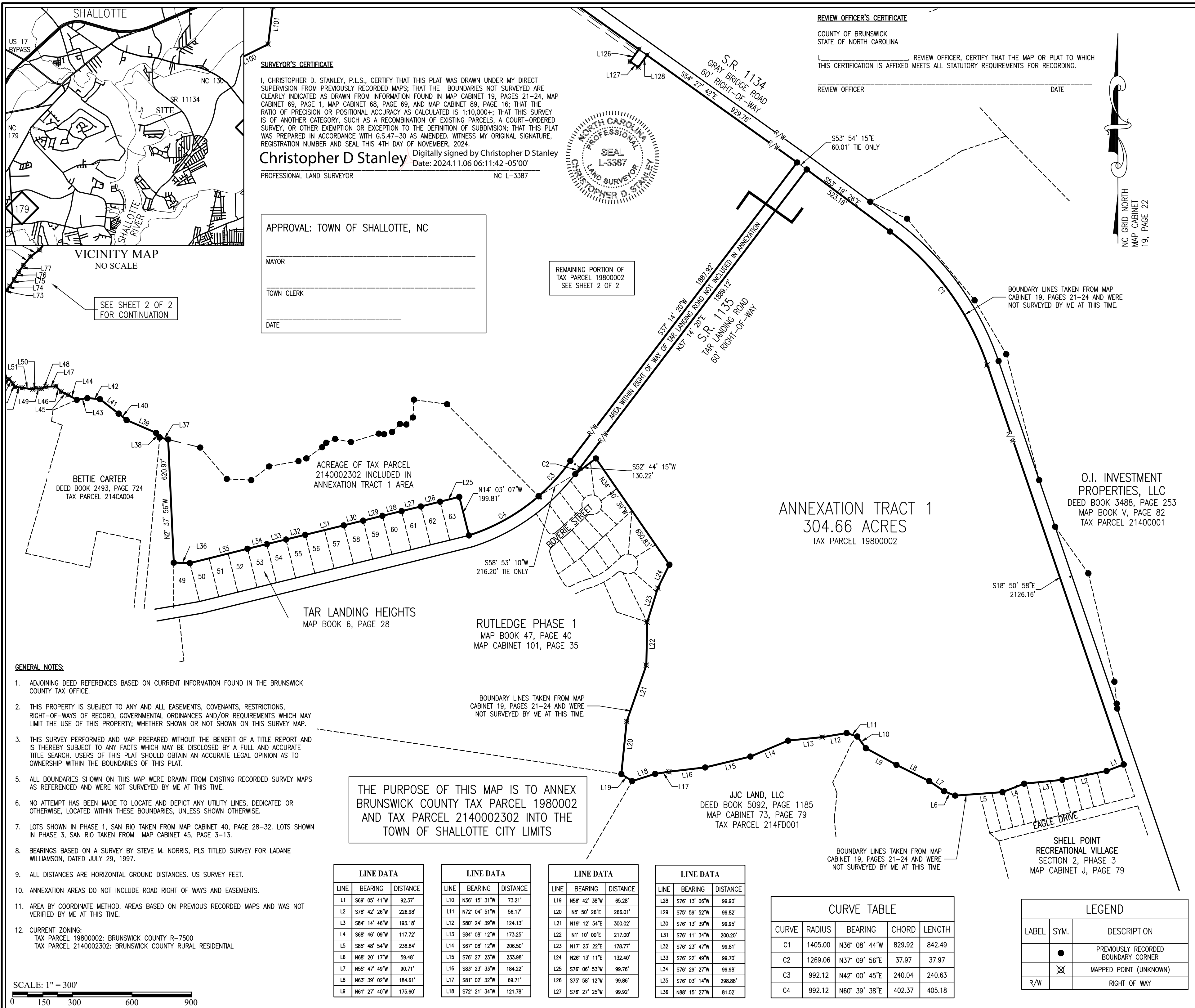
E2980F86D649494...
MICHAEL DRAPAC

Signed by:

11A8D898511E49B...
SEBASTIAN DRAPAC

DocuSigned by:

20C88D790FE448F...
AMANDA AVERY



Revisions:

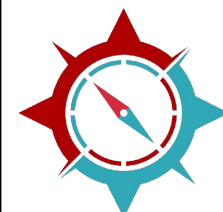
ANNEXATION MAP FOR:

TOWN OF SHALLOTTE, NC

SOLSERRA DEVELOPMENT (FORMERLY SAN RIO)

A PORTION OF THE LANDS CLAIMED IN DEED BOOK 3567, PAGE 1248

COASTALGEOMATICS
LAND SURVEYING • MAPPING • PLANNING



Physical Address: 5041-3 Main Street, Shallotte, NC 28470
Mailing Address: Post Office Box 1560, Shallotte, NC 28459
Telephone: 910-356-1800 ~ www.coastalgeomatics.com

Firm License #
P-2248

2400.17
11-06-2024
LOCKWOOD
FOLLY
BRUNSWICK
NC
1"=300'
CDS

PROJECT#:
DATE:
TOWNSHIP:
COUNTY:
STATE:
SCALE:
DRAWN BY:

SHEET 1 OF 2

Revisions:

ANNEXATION MAP FOR:

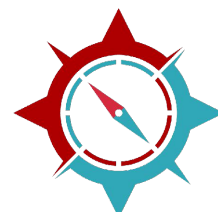
TOWN OF SHALLOTTE, NC

SOLSERRA DEVELOPMENT (FORMERLY SAN RIO)

A PORTION OF THE LANDS CLAIMED IN DEED BOOK 3567, PAGE 1248

COASTALGEOMATICS

LAND SURVEYING • MAPPING • PLANNING



Physical Address: 5041-3 Main Street, Charlotte, NC 28470
Mailing Address: Post Office Box 1560, Charlotte, NC 28459
Telephone: 910-356-1800 ~ www.coastalgeomatics.com

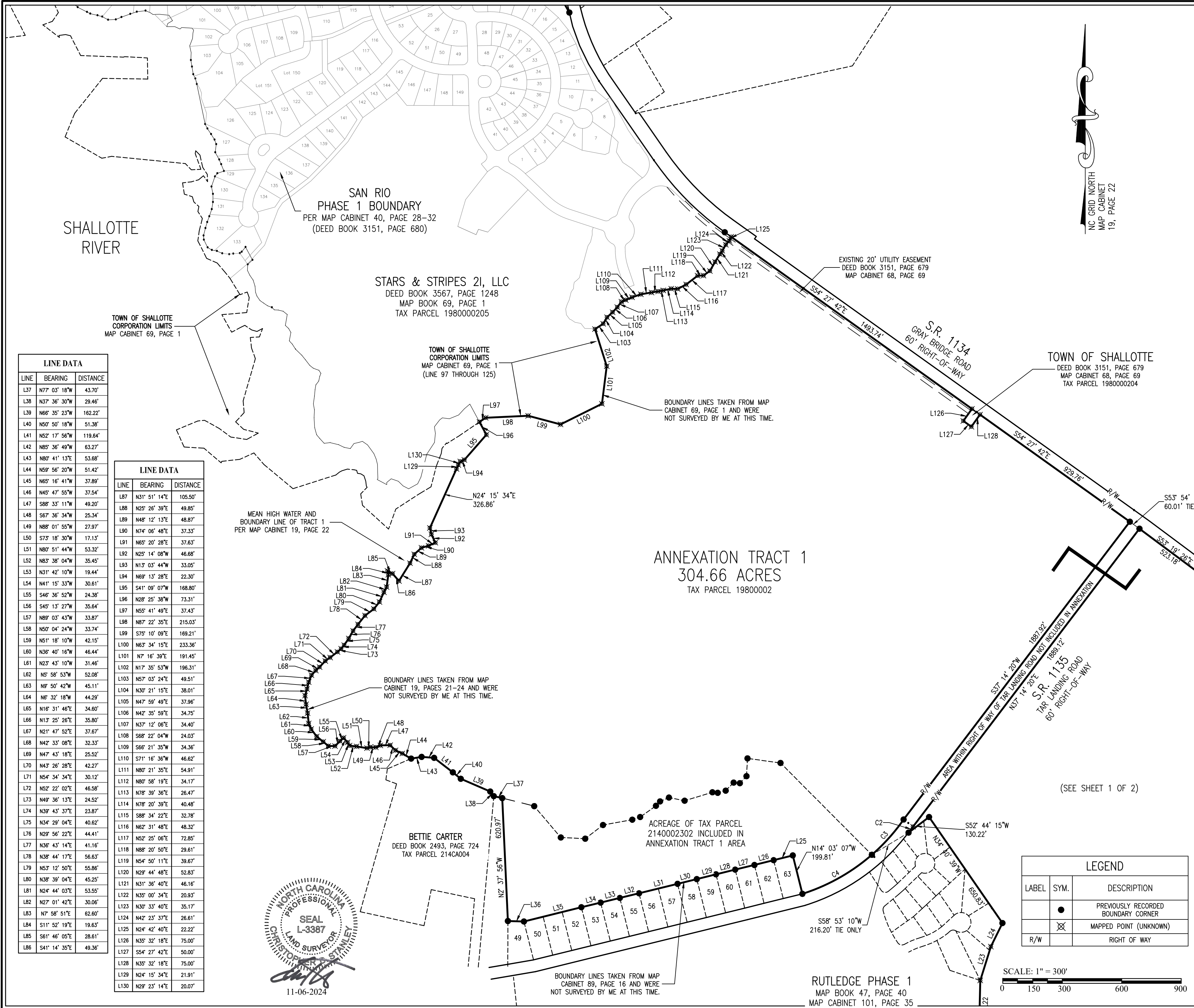
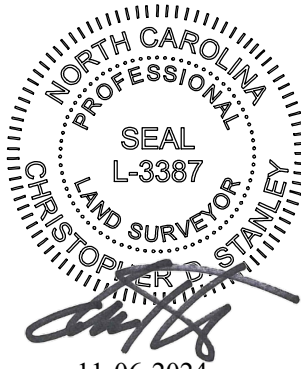
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P-2248

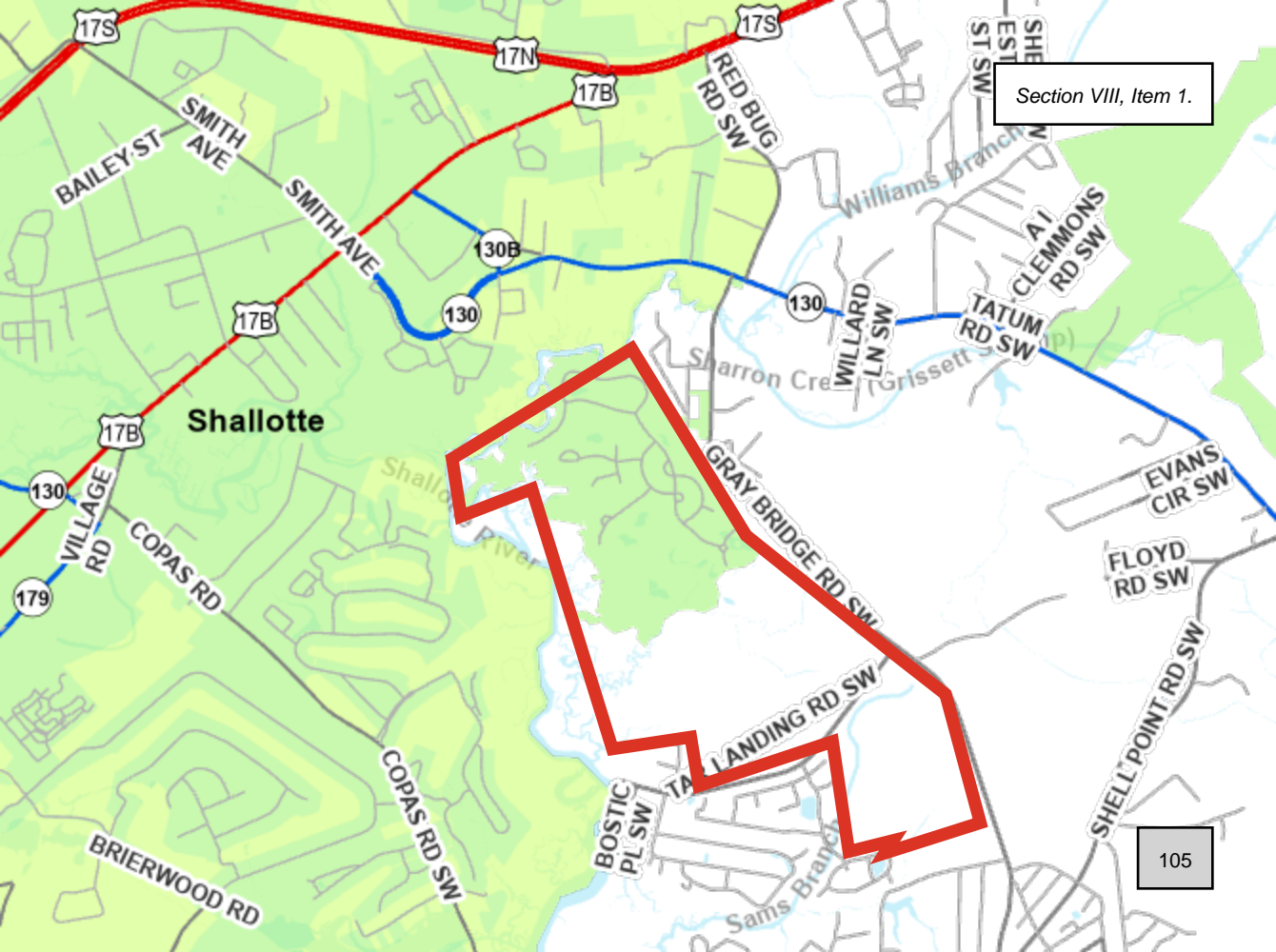
PROJECT#: 2400.17
DATE: 11-06-2024
TOWNSHIP: LOCKWOOD FOLLY
COUNTY: BRUNSWICK
STATE: NC
SCALE: 1"=300'
DRAWN BY: CDS

SHEET 2 OF 2

LINE DATA		
LINE	BEARING	DISTANCE
L37	N77° 03' 18"W	43.70'
L38	N37° 36' 30"W	29.46'
L39	N66° 35' 23"W	162.22'
L40	N50° 50' 18"W	51.38'
L41	N52° 17' 56"W	119.64'
L42	N85° 36' 49"W	63.27'
L43	N80° 41' 13"E	53.68'
L44	N59° 56' 20"W	51.42'
L45	N65° 16' 41"W	37.89'
L46	N45° 47' 55"W	37.54'
L47	S88° 33' 11"W	49.20'
L48	S67° 36' 34"W	25.34'
L49	N88° 01' 55"W	27.97'
L50	S73° 18' 30"W	17.13'
L51	N80° 51' 44"W	53.32'
L52	N83° 38' 04"W	35.45'
L53	N31° 42' 10"W	19.44'
L54	N41° 15' 33"W	30.61'
L55	S46° 36' 52"W	24.38'
L56	S45° 13' 27"W	35.64'
L57	N89° 03' 43"W	33.87'
L58	N50° 04' 24"W	33.74'
L59	N51° 18' 10"W	42.15'
L60	N36° 40' 16"W	46.44'
L61	N23° 43' 10"W	31.46'
L62	N5° 58' 53"W	52.08'
L63	N9° 50' 42"W	45.11'
L64	N6° 32' 18"W	44.29'
L65	N16° 31' 46"E	34.60'
L66	N13° 25' 26"E	35.80'
L67	N21° 47' 52"E	37.67'
L68	N42° 33' 08"E	32.33'
L69	N47° 43' 18"E	25.52'
L70	N43° 26' 28"E	42.27'
L71	N54° 34' 34"E	30.12'
L72	N52° 22' 02"E	46.58'
L73	N49° 36' 13"E	24.52'
L74	N39° 43' 37"E	23.87'
L75	N34° 29' 04"E	40.62'
L76	N29° 56' 22"E	44.41'
L77	N36° 43' 14"E	41.16'
L78	N38° 44' 17"E	56.63'
L79	N53° 12' 50"E	55.86'
L80	N38° 39' 04"E	45.25'
L81	N24° 44' 03"E	53.55'
L82	N27° 01' 42"E	30.06'
L83	N7° 58' 51"E	62.60'
L84	S11° 52' 19"E	19.63'
L85	S61° 46' 05"E	28.61'
L86	S41° 14' 35"E	49.36'

LINE DATA		
LINE	BEARING	DISTANCE
L87	N31° 51' 14"E	105.50'
L88	N25° 26' 39"E	49.85'
L89	N48° 12' 13"E	48.87'
L90	N74° 06' 48"E	37.33'
L91	N65° 20' 28"E	37.63'
L92	N25° 14' 08"W	46.68'
L93	N13° 03' 44"W	33.05'
L94	N69° 13' 28"E	22.30'
L95	S41° 09' 07"W	168.80'
L96	N28° 25' 38"W	73.31'
L97	N55° 41' 49"E	37.43'
L98	N87° 22' 35"E	215.03'
L99	S75° 10' 09"E	169.21'
L100	N63° 34' 15"E	233.36'
L101	N7° 16' 39"E	191.45'
L102	N17° 35' 53"W	196.31'
L103	N57° 03' 24"E	49.51'
L104	N30° 21' 15"E	38.01'
L105	N47° 59' 49"E	37.96'
L106	N42° 35' 59"E	34.75'
L107	N37° 12' 06"E	34.40'
L108	S68° 22' 04"W	24.03'
L109	S66° 21' 35"W	34.36'
L110	S71° 16' 36"W	46.62'
L111	N80° 21' 35"E	54.91'
L112	N80° 58' 19"E	34.17'
L113	N78° 39' 36"E	26.47'
L114	N78° 20' 39"E	40.48'
L115	S88° 34' 22"E	32.78'
L116	N62° 31' 48"E	48.32'
L117	N52° 25' 06"E	72.85'
L118	N88° 20' 50"E	29.61'
L119	N54° 50' 11"E	39.67'
L120	N29° 44' 48"E	52.83'
L121	N31° 36' 40"E	46.16'
L122	N35° 00' 34"E	20.93'
L123	N30° 33' 40"E	35.17'
L124	N42° 23' 37"E	26.61'
L125	N24° 42' 40"E	22.22'
L126	N35° 32' 18"E	75.00'
L127	S54° 27' 42"E	50.00'
L128	N35° 32' 18"E	75.00'
L129	N24° 15' 34"E	21.91'
L130	N29° 23' 14"E	20.07'





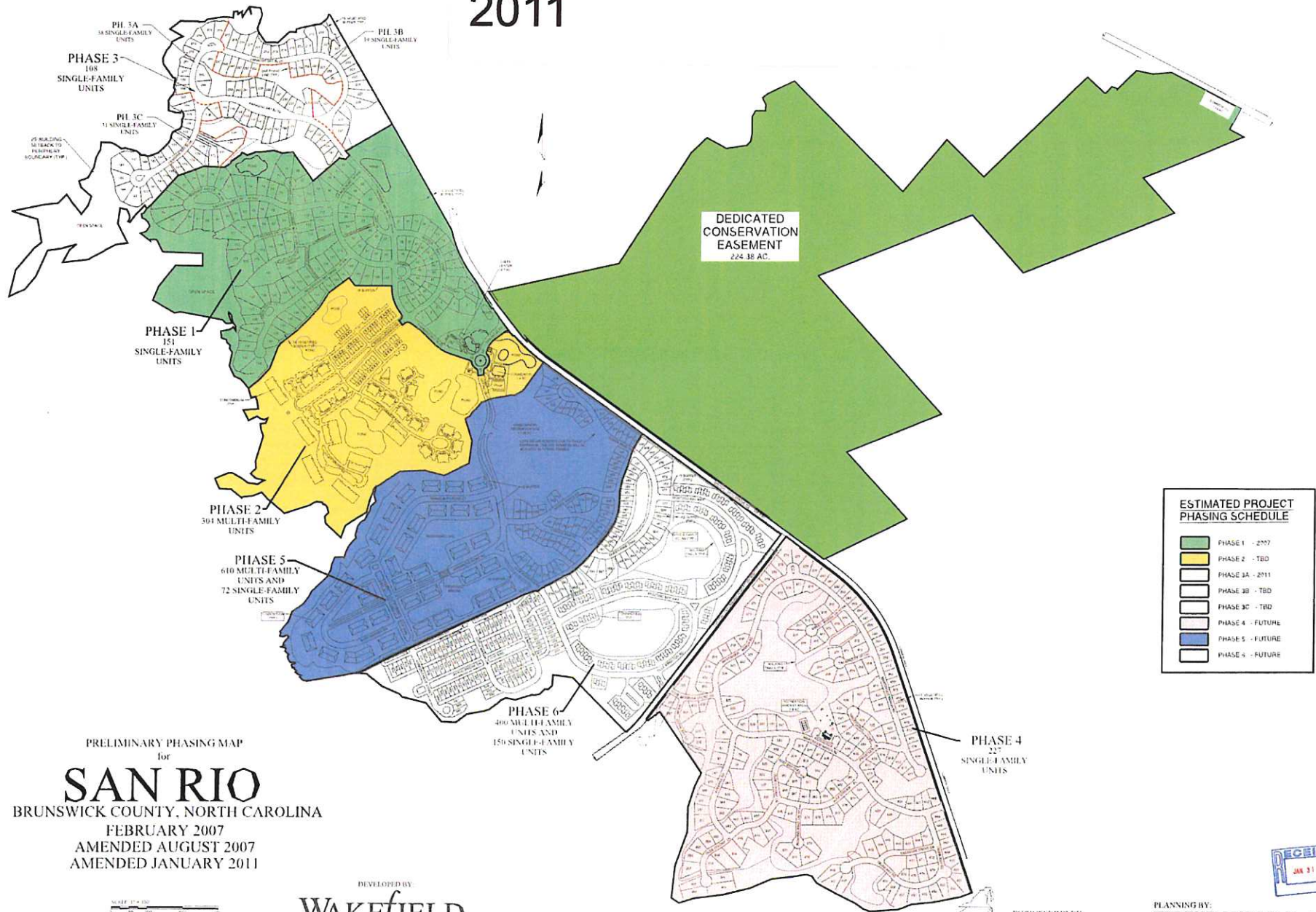
Section VIII, Item 1.

Section VIII, Item 1.

Shallotte

Shallotte ETJ

Current Master Plan 2011



PRELIMINARY PHASING MAP
for
SAN RIO
BRUNSWICK COUNTY, NORTH CAROLINA
FEBRUARY 2007
AMENDED AUGUST 2007
AMENDED JANUARY 2011

SCALE: 1" = 100'

DEVELOPED BY
WAKEFIELD
DEVELOPMENT COMPANY
3209 GREENHILL ROAD, SUITE 100
RALEIGH, NC 27613
(919) 356-4110

PRELIMINARY
NOT FOR CONVEYANCE OR PROPERTY
OR FOR CONSTRUCTION
MASTER PLAN SUBJECT TO CHANGE IN
RESPONSE TO MARKET CONDITIONS

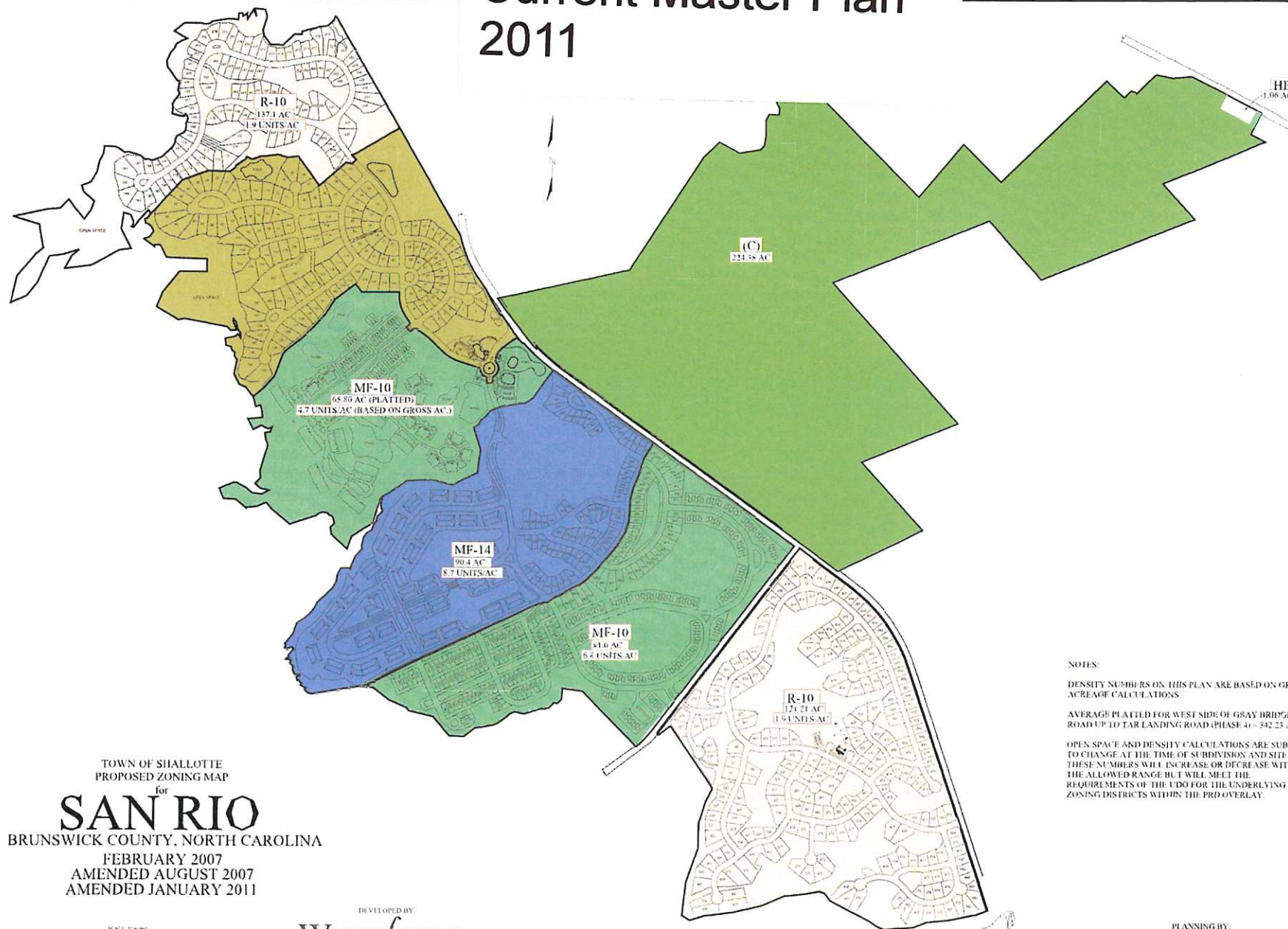
ENGINEERING BY:
**EAST COAST ENGINEERING
COMPANY, P.A.**
Shelby, North Carolina 26104
P.O. BOX 14005 ZIP 27709-4005
(919) 361-5000

PLANNING BY:
**THE JOHN R. McADAMS
COMPANY, INC.**
ENGINEERS/PLANNERS/SURVEYORS
RESEARCH TRIANGLE PARK, NC
P.O. BOX 14005 ZIP 27709-4005
(919) 361-5000





Current Master Plan 2011



NOTES:

DENSITY NUMBERS ON THIS PLAN ARE BASED ON GROSS ACREAGE CALCULATIONS.

AVERAGE PLATTED FOR WEST SIDE OF GRAY BRIDGE ROAD UP TO TAR LANDING ROAD (PHASE 4) - 242.23 AC.

OPEN SPACE AND DENSITY CALCULATIONS ARE SUBJECT TO CHANGE AT THE TIME OF SUBDIVISION AND SITE PLAN. THESE NUMBERS WILL INCREASE OR DECREASE WITHIN THE ALLOWED RANGE BUT WILL MEET THE REQUIREMENTS OF THE UDO FOR THE UNDERLYING ZONING DISTRICTS WITHIN THE PRD OVERLAY.

TOWN OF SHALLOTTE
PROPOSED ZONING MAP
for
SAN RIO
BRUNSWICK COUNTY, NORTH CAROLINA
FEBRUARY 2007
AMENDED AUGUST 2007
AMENDED JANUARY 2011

SCALE: 1" = 1/4" MI
0 1/4 1/2 3/4 1

DEVELOPED BY
WAKEFIELD
DEVELOPMENT COMPANY
1200 GRESHAM LAKE ROAD, SUITE 140
RALEIGH, NC 27617
(919) 536-0110

PRELIMINARY
NOT FOR CONSTRUCTION
MASTER PLAN SUBJECT TO CHANGE IN
RESPONSE TO MARKET CONDITIONS



ENGINEERING BY
**EAST COAST ENGINEERING
COMPANY, P.A.**
Shelley, North Carolina 27884
1414 Main Street, P.O. Box 2009

PLANNING BY:
**THE JOHN R. McADAMS
COMPANY, INC.**
ENGINEERS/PLANNERS/SURVEYORS
RESEARCH TRIANGLE PARK, NC
P.O. BOX 14005 ZIP 27709-4005
(919) 361-5000



Project Title:

EXISTING PRD ZONING TO REMAIN TOWN OF SHALLOTTE

EXISTING APPROVED PRD

PHASE ONE

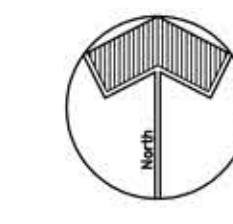
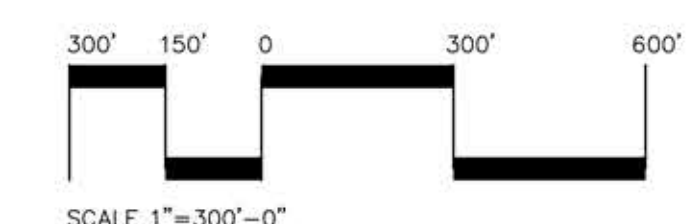
88 Single-Family Lots
36 Townhomes

PHASE TWO

238 Single-Family Lots
138 Townhomes
300 MF Units

PHASE THREE

216 Single-Family Lots



Planned Unit Development:

SOLSERRA

Town of Shalotte, North Carolina

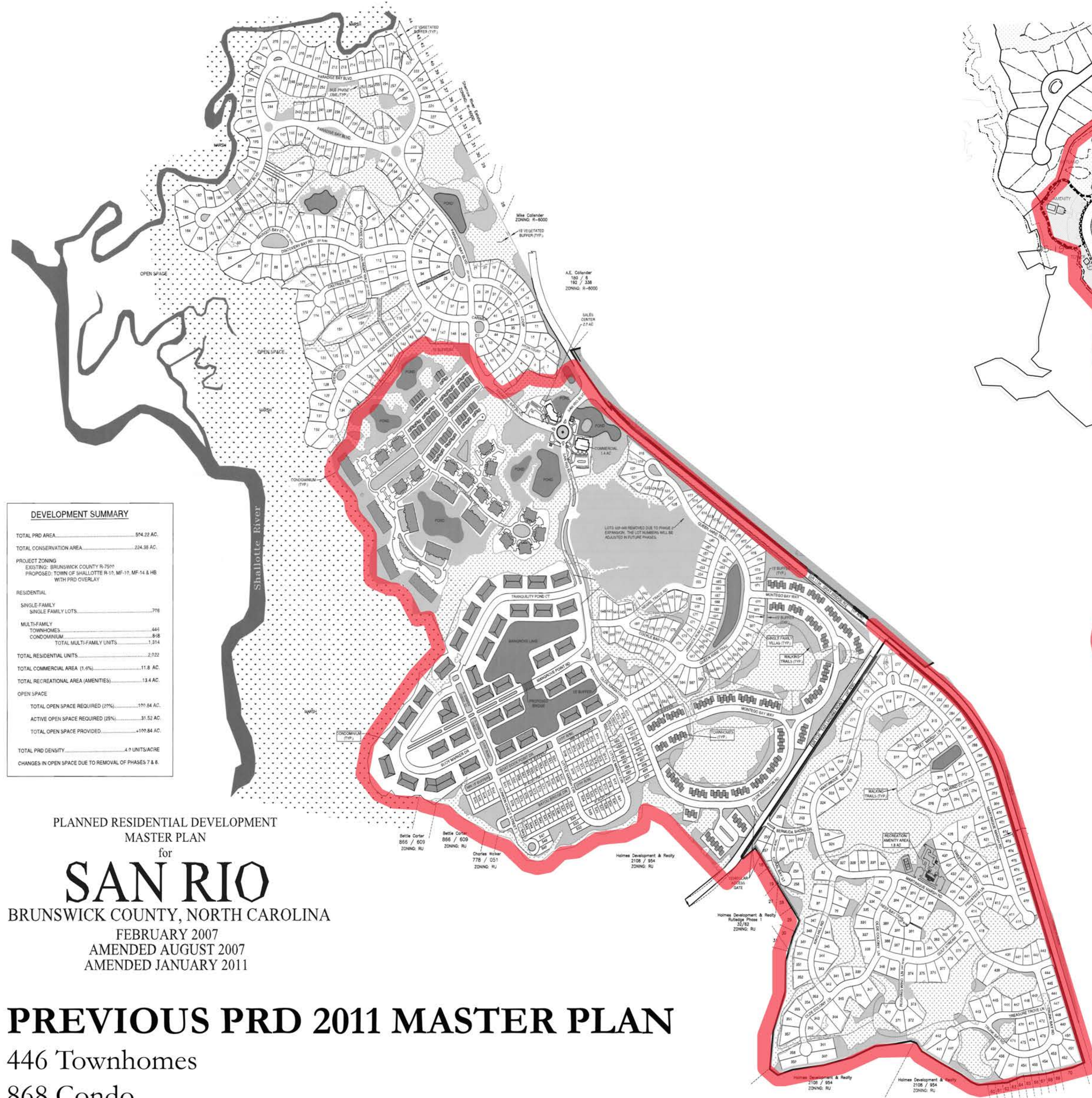
This drawing and details are the sole property of the professional and may be used for this specific project only. It shall not be loaned, copied or reproduced, in whole or in part, or for any other purpose or project without the written consent of the professional.

No.	Revision Description	Date
1	TRC Review	January 15, 2025
2	TRC Revisions	February 5, 2025

Sheet Title:

Overall Master & Phasing Plan

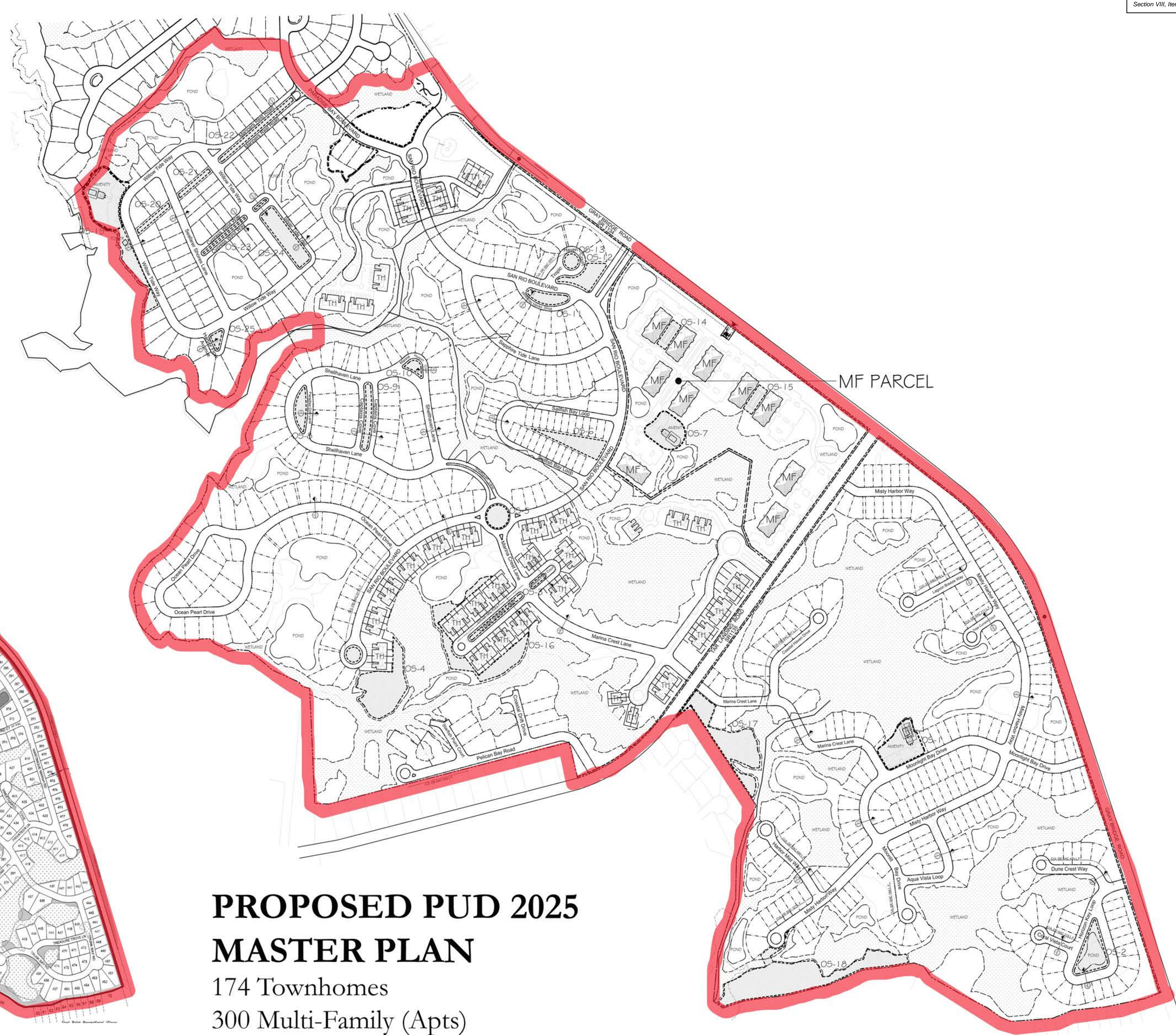
Date: November 28, 2024 Sheet No:



PREVIOUS PRD 2011 MASTER PLAN

446 Townhomes
868 Condo
449 Single Family lots
1763 Total Units- 1763/354 ac= 4.98 du/ac

- *Decrease in total units and overall density
- *Increased the required open space from 15% to 25% -94.08 ac
- *Passive and Active community open space throughout the project
- *Variety of price point and product type within the community
- *Relocated the Condo or high density product type off of the Shallotte River



- * PUD permits the proposed uses on the master plan
- * The decrease in overall units and density meets the intent of the Future Land Use Plan

SOLSEERRA

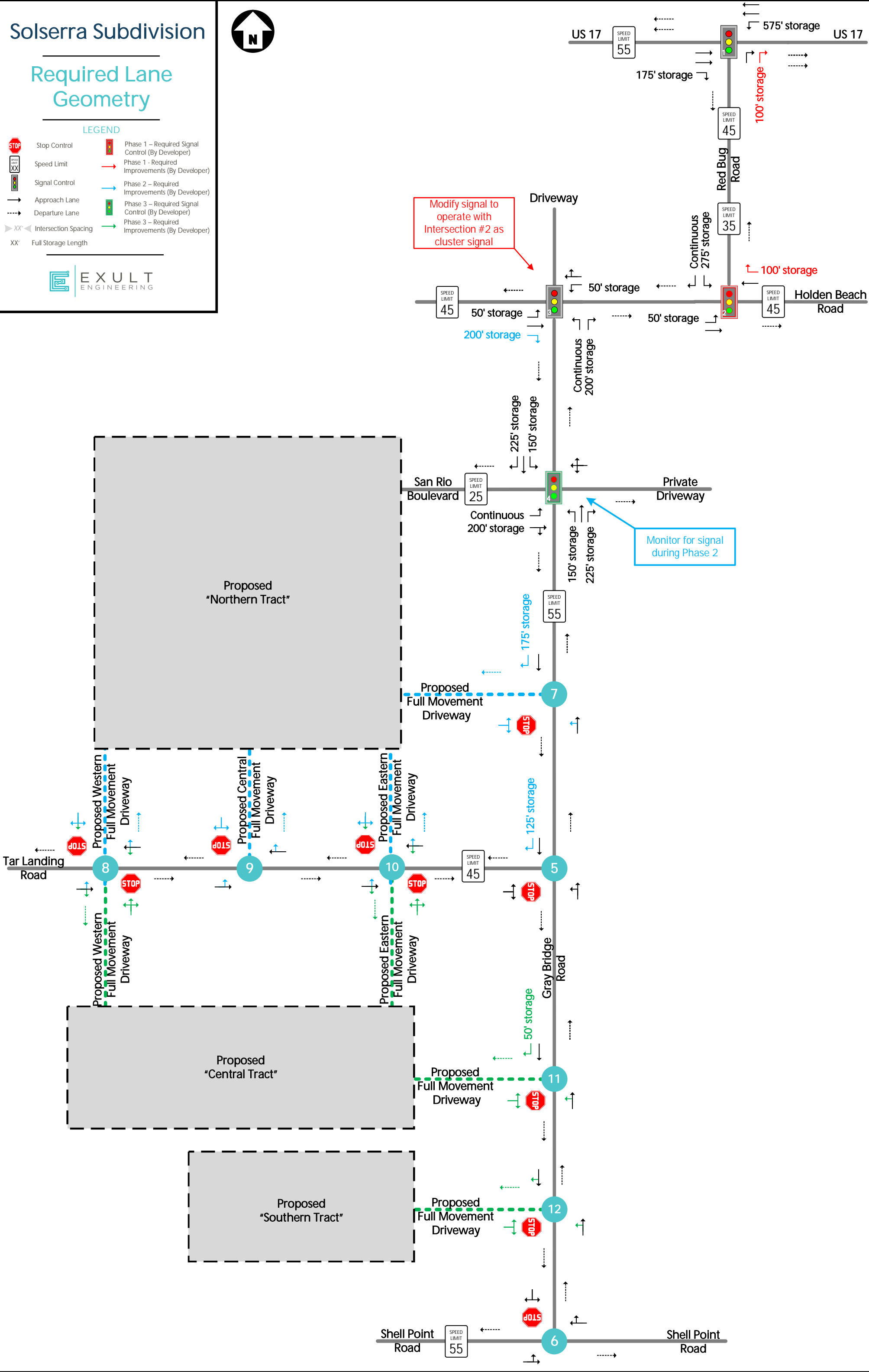
SHALLOTTE, NORTH CAROLINA

Solserra Subdivision

Required Lane Geometry

LEGEND

- Stop Control
- Speed Limit
- Signal Control
- Approach Lane
- Departure Lane
- Intersection Spacing
- Full Storage Length
- Phase 1 – Required Signal Control (By Developer)
- Phase 1 - Required Improvements (By Developer)
- Phase 2 – Required Improvements (By Developer)
- Phase 3 – Required Signal Control (By Developer)
- Phase 3 – Required Improvements (By Developer)





STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

JOSH STEIN
GOVERNOR

J.R. “JOEY” HOPKINS
SECRETARY

March 5, 2025

Chanlin Wong, PE
Exult Engineering
P.O. Box 130
Wallace, NC 28466

RE: Approval of the Traffic Impact Analysis (TIA) associated with the proposed
Solserra Subdivision in Shallotte, Brunswick County, NC.

The NCDOT and Brunswick County staff have reviewed the analysis provided for the
Solserra Subdivision TIA dated February 3, 2025. This development consists of:

Phase 1

- | | | |
|-----------------------|--------------------------------|-----------|
| • 351 dwelling units: | Single Family Detached Housing | (LUC 210) |
| • 36 dwelling units: | Single Family Attached Housing | (LUC 215) |
| Build Year: 2029 | | |

Phase 2

- | | | |
|-----------------------|--------------------------------|-----------|
| • 589 dwelling units: | Single Family Detached Housing | (LUC 210) |
| • 172 dwelling units: | Single Family Attached Housing | (LUC 215) |
| • 300 dwelling units: | Multifamily Housing (Low-Rise) | (LUC 220) |
| Build Year: 2033 | | |

Full Build

- | | | |
|-----------------------|--------------------------------|-----------|
| • 805 dwelling units: | Single Family Detached Housing | (LUC 210) |
| • 172 dwelling units: | Single Family Attached Housing | (LUC 215) |
| • 300 dwelling units: | Multifamily Housing (Low-Rise) | (LUC 220) |
| Build Year: 2035 | | |

Based on review of the analysis provided in the TIA report, the following improvements
are required by the developer:

Note: All references to turn lane storage lengths in this document are to be accompanied by appropriate deceleration and taper lengths in accordance with NCDOT standards.

US 17 (Ocean Highway) and SR 1136 (Red Bug Road) (existing signalized left-over)

- Phase 1
 - Construct an additional northbound right turn lane on Red Bug Road with 100 feet of full width storage.
 - Modify the signal plan to accommodate the above improvements.
- Phase 2
 - No further improvements are required.
- Full Build
 - No further improvements are required.

NC 130 (Holden Beach Road) and SR 1136 (Red Bug Road) (existing unsignalized intersection)

- Phase 1
 - Install a cluster traffic signal that will operate with the intersection of NC 130 (Holden Beach Road) and SR 1134 (Gray Bridge Road).
 - Construct a westbound right turn lane on Holden Beach Road with 100 feet of full width storage.
- Phase 2
 - No further improvements are required.
- Full Build
 - No further improvements are required.

NC 130 (Holden Beach Road) and SR 1134 (Gray Bridge Road) (existing signalized intersection)

- Phase 1
 - Modify signal timings and phasing related to installation of a cluster traffic signal at NC 130 (Holden Beach Road) and SR 1136 (Red Bug Road).
- Phase 2
 - Construct an exclusive eastbound right turn lane on Holden Beach Road with 200 feet of full width storage.
- Full Build
 - No further improvements are required.

SR 1134 (Gray Bridge Road) at San Rio Boulevard (existing unsignalized intersection)

- Phase 1
 - No improvements are required in this phase.
- Phase 2
 - Monitor for signalization and install a traffic signal if warranted.

- Full Build
 - Signalize the intersection if not warranted in Phase 2.

SR 1134 (Gray Bridge Road) at SR 1135 (Tar Landing Road) (existing unsignalized intersection)

- Phase 1
 - No improvements are required in this phase.
- Phase 2
 - Construct a southbound right turn lane on Gray Bridge Road with 125 feet of full width storage.
- Full Build
 - No further improvements are required.

SR 1134 (Gray Bridge Road) at SR 1132 (Shell Point Road) (existing unsignalized intersection)

- Phase 1
 - No improvements are required.
- Phase 2
 - No improvements are required.
- Full Build
 - No improvements are required.

SR 1134 (Gray Bridge Road) at Northern Tract Driveway (proposed unsignalized full movement driveway)

- Phase 2
 - Construct the Northern Tract Driveway (eastbound approach) with one ingress lane and one egress lane.
 - Provide stop control for the eastbound approach.
 - Provide an internal protected stem of 100 feet, as measured from the right-of-way line.
 - Construct a southbound right turn lane on Gray Bridge Road with 175 feet of full width storage.
- Full Build
 - No further improvements are required.

SR 1135 (Tar Landing Road) at Western Driveway (proposed unsignalized full movement driveway)

- Phase 2
 - Construct the southbound leg of the Western Driveway with one ingress lane and one egress lane.
 - Provide stop control for the southbound approach.
 - Provide an internal protected stem of 50 feet for the southbound approach, as measured from the right-of-way line.

- Full Build
 - Construct the northbound leg of the Western Driveway with one ingress lane and one egress lane.
 - Provide stop control for the northbound approach.
 - Provide an internal protected stem of 50 feet for the northbound approach, as measured from the right-of-way line.

SR 1135 (Tar Landing Road) at Central Driveway (proposed unsignalized full movement driveway)

- Phase 2
 - Construct the Central Driveway (southbound approach) with one ingress lane and one egress lane.
 - Provide stop control for the southbound approach.
 - Provide an internal protected stem of 50 feet, as measured from the right-of-way line.
- Full Build
 - No further improvements are required.

SR 1135 (Tar Landing Road) at Eastern Driveway (proposed unsignalized full movement driveway)

- Phase 2
 - Construct the southbound leg of the Eastern Driveway with one ingress lane and one egress lane.
 - Provide stop control for the southbound approach.
 - Provide an internal protected stem of 50 feet for the southbound approach, as measured from the right-of-way line.
- Full Build
 - Construct the northbound leg of the Eastern Driveway with one ingress lane and one egress lane.
 - Provide stop control for the northbound approach.
 - Provide an internal protected stem of 50 feet for the northbound approach, as measured from the right-of-way line.

SR 1134 (Gray Bridge Road) at Central Tract Driveway (proposed unsignalized full movement driveway)

- Full Build
 - Construct the Central Tract Driveway (eastbound approach) with one ingress lane and one egress lane.
 - Provide stop control for the eastbound approach.
 - Provide an internal protected stem of 50 feet, as measured from the right-of-way line.
 - Construct a southbound right turn lane on Gray Bridge Road with 50 feet of full width storage.

SR 1134 (Gray Bridge Road) at Southern Tract Driveway (proposed unsignalized full movement driveway)

- Full Build
 - Construct the Southern Tract Driveway (eastbound approach) with one ingress lane and one egress lane.
 - Provide stop control for the eastbound approach.
 - Provide an internal protected stem of 50 feet, as measured from the right-of-way line.

If changes are made to the proposed site driveways, land uses, land use intensity, or other study parameters, or if the build year studied in the report has passed, a revised Traffic Impact Analysis will be required for review by NCDOT. Any such changes will null and void this TIA approval.

The applicant is required to obtain all applicable Brunswick County and NCDOT permits for access to the road network. A copy of this TIA approval shall be included with any NCDOT driveway permit application. All applicable NCDOT and Brunswick County technical standards and policies shall apply.

Please contact me at 910-398-9100 with any questions regarding this approval.

Sincerely,



Benjamin T. Hughes, PE
District Engineer
Division 3, District 3

cc: Jon Roan, Deputy District Engineer, NCDOT
Frank Mike, Assistant District Engineer, NCDOT
Michael Bass, Assistant District Engineer, NCDOT
Stonewall Mathis, PE, Division Traffic Engineer, NCDOT
Bryce Cox, Senior Assistant Traffic Engineer, NCDOT
Madi Lee, PE, Development Review Engineer, NCDOT
Adrienne Cox, Division Planning Engineer, NCDOT
Michelle Howes, PE, Corridor Development Engineer, NCDOT
Marc Pages, Brunswick County Planning
Helen Bunch, Brunswick County Zoning Administrator
Robert Waring, Planner, Town of Shallotte
Brandon Eaton, Planner, Town of Shallotte



TOWN OF SHALLOTTE

PLANNING & ZONING DEPARTMENT

Post Office Box 2287 • Shallotte, North Carolina 28459

Telephone: (910) 754-4032 • Facsimile: (910) 754-2740

December 19, 2024

Town of Shallotte Technical Review
Stars & Stripes 21, LLC.
Attn: Dan Weeks
1031 Marietta Street NW
Atlanta, GA 30318

RE: Solserra PUD (Master Plan) & Annexation ANX 24-27 Parcel ID # 1980000205, 198JB00115, 198JC001, 198JC002, & 198JC003

Mr. Weeks,

Please find the notes below, which were compiled from the recent Technical Review Committee meeting of your project. I will need responses to each comment as well as revised preliminary plans that reflect those comments and updates.

I will place your rezoning/PUD on the next available Planning Board agenda and subsequent Board of Alderman agenda once your responses and revised master subdivision plans have been reviewed.

Planning

1. Label plan as PUD master plan – **SHEETS L-1, L-2**
 - a. Note 21 will need to be changed to show the master, once approved as guiding document for the development & any significant changes will need to go back before the Board – **REVISED NOTE 21**
2. Please provide the information detailed in Sections 4 & 5 of the PUD application – **PROVIDED VIA EMAIL**
 - a. Staff suggests referencing the 2018 Shallotte CAMA Land Use Plan – **SEE NOTE 23**
3. Staff will need a list of adjacent property owners for notification of the public hearing- **PROVIDED VIA EMAIL**
4. Once approved, please include master plan sheet with all future plans and/or preliminary subdivision plans
5. Please label the proposed building height- **PROVIDED IN THE SITE TABULATIONS SHEET L-1**
 - a. Specify for single family, townhome, & M-F
6. We need to show the current phases on the plan for reference – **SEE SHEET L-2**
7. Please provide a table showing the differences in use and intensity between current plan and proposed – **SEE SHEET L-1 CHART**
8. Provide update on TIA approval- **PROVIDED BY RICHARD STEVENSON VIA EMAIL 2.3.2025**
 - a. Plans will need to detail TIA requirements & which phase they will be provided with
 - b. Note 12, Sheet L-1 needs to be revised to show TIA is required prior to master plan revision -**SEE NOTE 15**
9. Note, Tar Landing Rd. 7 Grey Bridge Rd. are maintained by NCDOT – **SEEE NOTE 14**

10. How will the project be phased? -**SEE SHEET L-2**
 - a. The master plan will need to reflect the phasing
 - b. Final plats will need to match phase lines – **SEE NOTE 10**
 - c. Final zoning inspections will need to be conducted for all multi-family
11. There is a parcel denoted as multi-family, but there also appears to be additional M/F, please clarify **TOWNHOMES FOR SALE ARE ALSO PROPOSED (174units) LABELED ON L-1**
12. Please provide the source (NCDOT manual) of the road design- **NOVEMBER 2024 NCDOT ROADWAY DESIGN MANUAL LABELED UNDER CROSS SECTIONS**
13. Please show where each road cross section will be employed **LABELED ON L-1**
14. Please note if there will be any gates restricting access to the development – **SEE NOTE 24**
 - a. Any gates will need to be reviewed and approved by the Board of Aldermen
15. What are the cul-de-sac lengths?- **SHOWN ON SHEET L-1**
 - a. Note, these are limited to 750', Sec. 30-17
16. An access easement will need to cover the width of all private R/W – **SEE NOTE 11**
17. Sidewalks will be required along all streets – **SEE NOTE 21**
 - a. 5' (wide) both sides of the road or 8' along a single side Ref. Sec. 30-20
18. Plans need to include the details listed in Sec. 16-10 (c); this should include open space details. **PROVIDED TYPE OF OPEN SPACE USES ON SHEET L-1**
 - a. Note, SW ponds do not constitute open space- **DID NOT USE PONDS IN OPEN SPACE CALCULATIONS**
19. We will also need to see the draft HOA details listed in Sec. 16-11- **PROVIDED IN EMAIL**
 - a. Please ensure that HOA covenants restrict on-street (public streets) parking or modify street design to account for on-street parking – **THE PROPOSED STREET SECTIONS DO NOT PROPOSE ON STREET PARKING**
20. Will the development's proximity to the Shallotte River or other areas of environmental concern require buffering (CAMA)? - **SEE NOTE 27**
21. Please provide wetland delineations once approved by USACE - **PROVIDED VIA EMAIL**
22. Are there any heritage trees on the site? **WILL BE PROVIDED AT SITE SPECIFIC REVIEW**
23. Street names are to be submitted to Brunswick County for approval. **COMPLETED AND APPROVED BY GIS-JAN CLEMMONS – STREET NAMES ON SHEET L-1**
24. Once the county approves street names and assigns street range, we will assign addresses.
 - a. Please submit proposed road names to Brunswick County GIS and copy Debra Horn on correspondence -**don't have Debra Horn's email address- I sent you Jan Clemmons email 2.5.2025**
25. Please note that the Town will only accept performance guarantees for incomplete sidewalks, all other work must be complete and inspected prior to plat signature or final zoning inspection- **SEE NOTE 31**
26. Please ensure that all public infrastructure is dedicated to the Town prior to final zoning inspection/approval
27. The Town will review the street light plan site and Landscape Plan review- **SEE NOTE 17**
28. To avoid confusion, Development signs should be considered during planning - see sign ordinance below.
29. Sign permit will be reviewed and issued separately.- **SEE NOTE 25**
30.
 - a. Sewer fees will be assessed based on current fee schedules and collected as phased site plans are receiving initial zoning approval
31. Will they be paying water/sewer assessment fees all at once or as they build each home or by Phase? If all at once or per Phase, I will need the bedroom count per home (per Phase). If they pay as they build, I will calculate the fees as they submit the zoning application per home.
32. Must complete Zoning permit application and all fees must be paid prior to zoning permit approval.
33. Please provide copies of any permits and delineations from USACE -**PROVIDED VIA EMAIL**
34. Please provide copy of NCDOT driveway permit and NCDEQ stormwater permit as they are obtained

1. Allocation of sewer is issued to only 60 lots at a time.
 2. Gravity sewer is to be installed wherever possible. Pressure Sewer is only allowed by the approval of the Board of Aldermen. (Code of Ordinances 52.030 B)
 - a. No utility line may be placed deeper than 10'
 3. All sewer must be permitted by the state prior to construction of water/sewer lines, lift-stations, etc.
 4. Lift station must be built according to state requirements and Town of Shallotte specs. – **SEE NOTE 1**
 5. A final for the state permits we be required prior to any sewer connections.
 6. Must have easement access to lift station and all sewer lines.- **SEE NOTE 26**
 7. Lift station is to be located on a separate parcel which is included with the dedication of the utility to the Town.
 8. All water and sewer lines are to have copper wiring for locating.
 9. Any damage to pavement, concrete, etc. due to removing/replacing sewer tank or lines will not be the responsibility of the town. **SEE NOTE 35**
 10. Need at least a 10-foot utility easement on both side of the roads – **SEE NOTE 20**
 11. Correct As-builds in CAD form need to be submitted to the Town's engineer prior to c/o.
 12. Landscape cannot block access to water or sewer meter and lines or lift station(s).
 13. Need at least a 10-foot utility easement on both side of the roads (Dan may recommend a larger easement).
 14. Any amenities (clubhouse, pools, etc.) that require system development fees, need to apply for zoning compliance individually and pay system developing fees prior to issuing a zoning compliance.
- Debra Horn, CZO Development & Regulatory Compliance Manager dphorn@atmc.net

1. Master Plan Sheet L-1 General Notes – Note 1. Please remove water from Shallotte reference and only utilize Brunswick County for water. **REVISED NOTE 1**
2. Master Plan Sheet L-1 General Notes – Note 5. Fire Hydrant Distance? **REVISED 500'**
3. Master Plan Sheet L-1 General Notes – Note 15. Screening standards for pump stations may not be applicable for individual grinder services.- **SEE NOTE 18**
4. Master Plan Sheet General Notes – Text similar to “DRAINAGE EASEMENT AND STORMWATER SYSTEM MAINTENANCE IS THE RESPONSIBILITY OF THE DEVELOPER OR HOA, INCLUDING PONDS, PIPES, AND INFILTRATION BASINS AND TRENCHES. ALL EXISTING DITCHES AND OUTFALLS SHALL BE PROPERLY MAINTAINED AND FREE OF ALL VEGETATIVE DEBRIS OR ENCUMBRANCES.” Should be added to General Notes. **SEE NOTE 33**
5. Add NCDOT SR numbers for Gray Bridge and Tar Landing roads .- **ADDED TO SHEET L-1**
6. For every unit with its own power service there will be an individual sewer service. For example, a duplex with two power meters would require two separate sewer services.
7. For multifamily parcel would prefer to see private gravity fed to a control manhole that ties into existing lift station.
8. Existing lift station may require upgrade of pumps for flow.
9. Existing lift station will require developer to provide one pump of whatever capacity is need to support the entirety of flow into the station.
10. Existing lift station WILL require the addition of odor control. **SEE NOTE 30**
11. Any Pressure Sewer to be installed 6” in diameter or larger is to be C-900 DR 18 or, as required, ductile.
12. While the proposed transportation infrastructure is intended to be private it will be inspected as if it were public during construction specifically for proof rolling of subgrade, stone, and asphalt relief in relation to curb.
13. Is the curb typical shown on L-1 an NCDOT typical? **AS PER NOVEMBER 2024 NCDOT DESIGN MANUAL**

Further comment reserved for the submission of actual utility drawings.

Dan Formyduval, Public Works Utility Supervisor dformyduval@townofshallotte.org

Town Engineer Service

- 1.

Shallotte FD

1. Attached separately
Paul Dunwell, Shallotte Fire Chief

Brunswick County Plan Review (Fire Inspection)

1. Fire hydrants to be minimum spacing at 500 feet. Fire hydrants will be required to produce minimum 1,000 GPM for residential and minimum 1,500 GPM for commercial. Refer to Brunswick County Fire Prevention Ordinance on specific flow requirements.
2. Minimum road width for any fire apparatus road including one way streets is 20 feet. -**SEE NOTE 34**
3. Any fire apparatus road over 150 feet in length shall have an approved turnaround.- **SEE NOTE 28**
4. Non-sprinkled buildings (townhomes or amenity buildings) shall have all exterior walls within 150 feet of the fire apparatus. Any buildings that have an approved sprinkler system can have the exterior walls within 200 feet of the fire apparatus road. This is measured by an approved route from where the apparatus would park and how you would walk around the building. Multiple points can be used on the apparatus road.
5. A fire development permit will be required. This will check the roads, street signage, hydrant locations and hydrant flow before any buildings are approved or combustibles arrive on site. Note any building with sprinkler system shall be shown with underground fire line size, post indicator valve for each line and state if backflow preventer is inside the building or show its location on outside of building.

Joe Oliver, Deputy Fire Marshal 910-253-2043 Joseph.oliver@brunswickcountync.gov

NC DCM

1. Parcel ID # 1980000205, along the Shallotte River - may require a CAMA permit depending on it's development in proximity to the Shallotte River- **SEE NOTE 27**

Phil D'Angelis, Division of Coastal Management phil.dangelis@deq.nc.gov

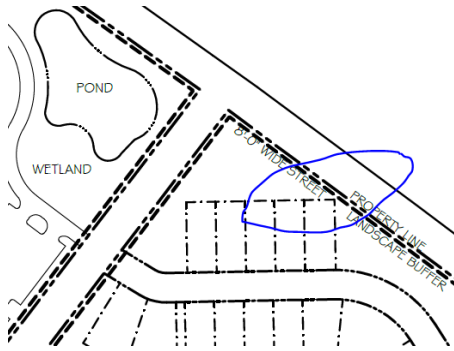
Floodplain

1. .

James Paggioli, CFM
Floodplain Administrator
Brunswick County
james.paggioli@brunswickcountync.gov

NCDOT

1. Solterra (Formerly San Rio) PUD, Grey Bridge Rd, Stars and Stripes 21, LLC. Gray Bridge Rd (SR 1134) and Tar Landing Rd (SR 1135) access proposed. Previous comments:
2. REF: phase 1 was B-1532 (Sandler at Shallotte); Attached both B-1532 and B-1532 R-1 for reference.
3. Driveway permit is required.
4. Note 10 – If roads are built to be private, the note should reference will be built to NCDOT pavement standards only. – **SEE NOTE 11**
5. Approved TIA to be followed and submitted to NCDOT
6. Remove Stormwater ponds from NCDOT ROW – also do the storm water ponds drain to the NCDOT right of way? If so provide storm water calculations for hydraulics review. Confirm that the pond and pond slopes are at minimum 5' from the right of way line. (10' preferred) **THE PONDS ARE NOTE LOCATED WITHIN THE NCDOT ROW OR 8' BUFFER**
7. Verify sight stopping distance is met without obstruction – particularly here at Tar Landing Rd: **REVISED AND MOVED AWAY FOR PROPERTY LINE AND BUFFER**



8. Protected Stem length is preferred between 50-100 feet from Gray Bridge Rd. **PROPOSED 342' STEM LENGTH FROM THE CENTERLINE OF GRAY BRIDGE RD TO THE INTERSECTION OF MISTY HARBOR WAY**
9. Sidewalk to be submitted for approval by encroachment if located within NCDOT ROW- **SEE NOTE 29**
10. All encroachments (utility) within NCDOT ROW to be obtained through encroachment agreements with NCDOT via the online portal.
11. Driveway and utility encroachments to be submitted to NCDOT by use of the electronic portal:

<https://connect.ncdot.gov/municipalities/Utilities/Pages/help.aspx>

Angela Hammers - Engineering Technician III, NCDOT Div. 3 District 3 – (910) 398-9100 / 9119 - akhammers@ncdot.gov.

Sent via e-mail 12/19/2024

RW

Table 10-2: Table of Permitted Uses

PERMITTED USES	ME-14/10/6	R-10	RM-10	R-15	RA-15	RAM-15	CB	HB	CW	B-2	O/I	L1	HI	C	PUD
RESIDENTIAL – HOUSEHOLD LIVING															
DWELLING, MULTI-FAMILY [pursuant to 10-3(H)]	S	S	S				S	S	S	S					P
DWELLING, SINGLE-FAMILY (excluding manufactured homes)	P	P	P	P	P	P	S	S	S	S	P				P
DWELLING, TWO-FAMILY (DUPLEX)	P	S	P				S	S	S	S					P
MANUFACTURED HOME, CLASS A [pursuant to 10-3(Q)]			P			P									
MANUFACTURED HOME, CLASS B [pursuant to 10-3(Q)]			P			P									
MANUFACTURED HOME PARK [pursuant to 10-3(S)]			S			S									
RESIDENTIAL CLUSTER DEVELOPMENT [pursuant to Article 13]	S	S		S			S	S	S						S
Residential Micro-grid Solar Collector Battery Storage System (pursuant to Article 31)	P														
RESIDENTIAL – GROUP LIVING															
ADULT CARE HOME	S									S	S				
ALCOHOL AND/OR SUBSTANCE ABUSE REHABILITATION FACILITIES, RESIDENTIAL (Six or fewer residents)		P	P	P	P										
ASSISTED LIVING RESIDENCE	S							S		S	S				S
FAMILY CARE HOME	P	P	P	P	P	P		S	S	S	P				P
MULTI-UNIT ASSISTED HOUSING WITH SERVICES	S							S		S	S				S
NURSING HOME	S							S		S					P
ACCOMMODATION SERVICES															
BED AND BREAKFAST	S	S	S	S	S	S	S	S	S	S	S				S
MOTELS/HOTELS [pursuant to 10-3(V)]							S	S	S	S					
TRAVEL TRAILER AND RECREATIONAL VEHICLE PARKS/CAMPGROUNDS [pursuant to 10-3(FF)]	S		S			S				S					
PUBLIC & CIVIC															
ALCOHOLIC BEVERAGES PACKAGED, RETAIL							P	P							
AMBULANCE SERVICE/RESCUE SQUAD								P		P	P	P	P	P	
BOAT RAMPS									S						
NON-MOTORIZED (CANOES, KAYAKS, BOAT LAUNCH)							S								
BUILDINGS, GOVERNMENTAL	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
CEMETERY [pursuant to 10-3(D)]					S	S				S					S
CHURCH	S	S	S	S	S	S	S	P	P	P					P
CIVIC, CHARITABLE, POLITICAL, FRATERNAL, SOCIAL, AND RELIGIOUS ORGANIZATIONS							P	P		P	P				
GAZEBO/PIERS/DOCKS, COMMUNITY ¹ [pursuant to 10-3(K)]	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
GAZEBO/PIERS/DOCKS, PRIVATE ¹ [pursuant to 10-3(L)]	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
GAZEBO/PIERS/DOCKS, PUBLIC ¹	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
HOSPITALS			P					P		P					
NATURE OBSERVATION POINTS	S	S	S	S	S	S	S	S	S	S	S			S	
PARKS, PLAYGROUNDS, AND RECREATION CENTERS, OWNED AND OPERATED BY NON-PROFIT CIVIC ORGANIZATIONS [pursuant to 10-3(Y)]	P	P	P	P	P	P	P	P	P	P	P	P	P	S	P

¹As permitted by CAMA.

PERMITTED USES	ME-14/10/6	R-10	RM-10	R-15	RA-15	RAM-15	CB	HB	CW	B-2	O/I	LI	HI	C	PUD
PARKS, PLAYGROUNDS, AND RECREATION CENTERS, MUNICIPALLY OWNED	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
PARKS AND RECREATION AREAS (other governmental) [pursuant to 10-3(Z)]	P	P	P	P	P	P	P	P	P	P	P	P	P	S	P
SCHOOL, PUBLIC AND PRIVATE	S	S	S	S	S	S	S	P		P					S
US POSTAL SERVICES							S	P		S		P			S
RECREATION, ENTERTAINMENT, AND PUBLIC ASSEMBLY															
ADULT AND SEXUALLY ORIENTED BUSINESSES [pursuant to Article 24]													S		
BILLIARD AND POOL HALLS								S		S					
BOWLING ALLEYS								P		P					
RECREATIONAL FACILITY (INDOOR-PRIVATE)							S	P	P	P	P				
DANCE HALLS										P					
DRIVE-IN THEATERS										S					
ELECTRONIC GAMING OPERATION [pursuant to 10-3(I)]												S			
ENTERTAINMENT ESTABLISHMENTS (GAMES, AMUSEMENT CENTERS, ETC.)							S	P		P					
GOLF COURSE, MINIATURE								S		S					
GOLF DRIVING RANGE								S		S					
GOLF, SWIMMING, AND TENNIS CLUBS [pursuant to 10-3(M)]	S	S		S	S	S	S	P	S	P					S
HEALTH CLUBS							S	P	P	P					P
INDOOR THEATER							P	P		P					
MARINA [pursuant to 10-3(T)]	S	S	S	S	S	S	S		P						S
RECREATION FACILITY, PRIVATE							S	S	S			S			S
SKATING RINKS								S		S					
VIDEO ARCADES							S	P		P					
COMMERCIAL SALES AND RENTALS															
ANTIQUE SHOPS							P	P	P	P	S				
ARTIST AND CRAFTSMAN STUDIOS, DISPLAYS, OR SHOPS							P	P	P	P					P
AUTOMOBILE AND TRUCK DEALERS								S		S		P			
AUTOMOBILE PARTS AND SUPPLY STORE								P		P					
AUTOMOBILE (INCLUDING TRUCKS) AND/OR TRAILER RENTALS							S	S		S					
BANKS, FINANCIAL INSTITUTIONS							P	P	P	P					P
BOAT SALES AND SERVICE								P	P	P					
BOAT STORAGE								S	S	S					
BOOK STORES							P	P		P					
BUILDING MATERIALS SALES AND STORAGE								S		S		P			
CARPET AND RUG DEALERS							S	P		P		P	P		
CELLULAR TELEPHONE STORES							P	P		P	P				
CLUB, PRIVATE							S			S					
COFFEE SHOPS							P	P		P					
CONVENIENCE FOOD STORES								P		P		P			P
CONVENIENCE STORES WITH EXISTING GAS PUMPS							S	P		P					P
CONVENIENCE STORES (NEW CONSTRUCTION) WITH GAS PUMPS								P		P					
CONSIGNMENT SHOPS, USED MERCHANDISE							P	P		P	P				

PERMITTED USES	MF-14/10/6	R-10	RM-10	R-15	RA-15	RAM-15	CB	HB	CW	B-2	O/I	LI	HI	C	PUD
COMPUTER AND ASSOCIATED EQUIPMENT STORES							P	P		P					
ELECTRICAL AND ELECTRICAL MACHINERY, EQUIPMENT AND SUPPLIES								S		S		P			
FARMER'S MARKET							S	P		P		P			
FLEA MARKETS/VENDOR MARKETS							S	S		S		P			
FLORIST SHOPS							P	P	P	P					P
FOOD STORES (less than 5,000 SF)							P	P		P					P
FOOD, BEVERAGE, & CRAFT BREWING PROCESSING AND PRODUCTION WITH RETAIL SALES							P	P	P	P					
FUEL AND ICE DEALERS												S	S		
FURNITURE AND FIXTURES							S	P		P		P			
GAS COMPANIES												P	P		
GLASS AND MIRROR REPAIR SALES								P		P		P	P		
GROCERY STORES (5,000 SF or greater)							S	P		P					
HARDWARE STORES							S	S		S		P			P
ICE CREAM PARLORS AND LIKE ESTABLISHMENTS							P	P		P					
ICE VENDING MACHINES (AUTOMATIC)								P		P					
LAWN AND GARDEN STORES							P	P		P					
LEATHER PRODUCTS (no tanning)							P	P		P					
LUMBER AND WOOD PRODUCTS, SALES [pursuant to 10-3(O)]							S	S		S		P	P		
MANUFACTURED HOME SALES AND SERVICE										S					
MEASURING, ANALYZING, CONTROLLING, AND OPTICAL GOODS, WATCHES, CLOCKS							P	P		P		P			
MICROBREWERY (5,000 SF or less and production of less than 1,000 barrels per year)							P	P							
MOTION PICTURE PRODUCTION AND DISTRIBUTION												P	P		
MOTORCYCLE SALES AND SERVICES								S		S					
OUTSIDE STORAGE FACILITY [pursuant to 10-3(X)]								S							
PAWNSHOP OR USED MERCHANDISE STORE								P		P					
PET SALE & SUPPLIES (excluding kennel activities, breeding operations, and/or outside storage of animals)							P	P		P					
POTTERY AND RELATED PRODUCTS							P	P	P	P		P			
PRINTING AND PUBLISHING ESTABLISHMENTS							S	S		S		P	P		
PRINTING, COMMERCIAL							S	S		S		P	P		
RE-UPHOLSTERY AND FURNITURE REPAIR								P		P		P	P		
RECREATIONAL VEHICLE AND UTILITY TRAILER SALES AND SERVICE								S		S		P			
REFRIGERATION, HEATING, AND AIR CONDITIONING MACHINERY								S		S		P			
REPAIR SHOPS (radio, television, small appliances, shoes, etc.)							P	P		P		P	P		
RESTAURANTS							P	P	P	P					P
RETAIL SALES ESTABLISHMENTS (less than 5,000 SF)							P	P	P	P		P			P
RETAIL STORES (5,000 SF or greater)							S	P		P					
RETIREMENT/ELDERLY FACILITIES							P	P	S						P
SEAFOOD MARKET							P	P	P	P		P			
TOBACCO/VAPE SPECIALTY STORE [pursuant to 10-3 (GG)]								P		P		P			
TIRE DEALERS AND SERVICE								S		S		P			
UPHOLSTERY SHOPS								P		P		P	P		
VIDEO RENTAL							P	P		P					P

PERMITTED USES	MF-14/10/6	R-10	RM-10	R-15	RA-15	RAM-15	CB	HB	CW	B-2	O/I	L/I	HI	C	PUD
WATER DEPENDENT COMMERCIAL USES							S	S	S						
OFFICE AND COMMERCIAL SERVICE															
ALCOHOLIC AND/OR SUBSTANCE ABUSE REHABILITATION SERVICES, NON-RESIDENTIAL								P		P	P	P	P		
ANIMAL HOSPITALS/ VETERINARIANS [pursuant to 10-3(B)]								P		P					
AUTOMATED TELLER MACHINES (STAND ALONE)								P	P	P	P				
AUTOMOTIVE REPAIR FACILITY [Tier 1]										P		P			
AUTOMOTIVE REPAIR FACILITY [Tier 2]										S					
AUTOMOTIVE REPAIR FACILITY [Tier 3]												P			
AUTOMOBILE SERVICE STATION With Fuel Pumps								S		P					S
BARBER AND BEAUTY SHOPS							P	P	P	P	P				P
BAIL BONDING SERVICES								P		P	P				
CALL CENTER								P		P			P		
CAR WASHES								S		P		P			
CARPET AND UPHOLSTERY CLEANERS										S		P			
CATERING ESTABLISHMENTS							P	P	S	P					
COLLEGES, UNIVERSITIES, & PROFESSIONAL SCHOOLS								P		P	P				
CONTRACTORS, BUILDING (with storage)										S		P			
CONTRACTORS, EQUIPMENT										S		P			
CONTRACTORS, HEAVY CONSTRUCTION										S		P			
CONTRACTORS, SPECIAL TRADES (no storage)								P		P		P			
COPY CENTERS							P	P		P					
DAY CARE FACILITIES [pursuant to 10-3(F)]								P		P					S
DAY SPAS							P	P		P					
DIALYSIS CENTERS								P		P	P				
DIET CENTERS								P		P	P				
DRY CLEANERS AND LAUNDRIES [pursuant to 10-3(G)]							P	P		P		P			
ELECTRONIC DATA PROCESSING								P		P	P	P	P		
ENGINEERING, ARCHITECTURAL, AND SURVEYING OFFICES							P	P	P	P	P	P			
EXTERMINATING SERVICES												P	P		
FORTUNE TELLERS (to include Palm Readers, Crystal Ball Reading, Tarot Card Reading, and similar fortune telling techniques).								S		S		S			
FUNERAL HOME [pursuant to 10-3(J)]								S		S		S			
GROOMING SERVICES, ANIMALS								P		P		P	P		
INDUSTRIAL RESEARCH OFFICES AND LABORATORIES												P	P		
KENNEL OPERATIONS, BOARDERS, BREEDERS, AND ANIMAL SHELTERS (no outside pens, no permanent outside boarding, all operations must be located in the rear yard and must not be visible from any right-of-way) [pursuant to 10-3(N)]								S		S		P	P		
LABOR UNIONS							P	P		P					
LABORATORIES								P		P	P	P			
LOCKSMITH, GUNSMITH							P	P		P		P			
MENTAL HEALTH, INPATIENT											S	S			
OFFICE, ACCOUNTANTS CERTIFIED PUBLIC							P	P		P	P	P			
OFFICES, INCLUDING BUT NOT LIMITED TO PROFESSIONAL SERVICES (ATTORNEY, DOCTOR, HEALTHCARE PROFESSIONAL, STAFFING ETC.)							P	P	P	P	P	P			P

PERMITTED USES	ME-14/10/6	R-10	RM-10	R-15	RA-15	RAM-15	CB	HB	CW	B-2	O/I	L/I	HI	C	PUD
PHOTOGRAPHERS							P	P	P	P	P				P
SUBSTANCE ABUSE TREATMENT FACILITY, INPATIENT								S			S				
SUBSTANCE ABUSE TREATMENT FACILITY, OUTPATIENT								P		P	P				
TATTOO AND BODY PIERCING ESTABLISHMENTS [pursuant to 10-3(DD)]								S		S		S			
TAXIDERMIST								S				P	P		
TEACHING STUDIO (including fine arts, yoga, martial arts, etc.)							P	P		P	P				
VETERINARY SERVICES WITH CLOSED PENS												P	P		P
INDUSTRIAL, MANUFACTURING, AND HEAVY REPAIR															
APPAREL & ACCESSORY MANUFACTURING												P	P		
ASPHALT, CONCRETE, CEMENT, STONE MANUFACTURING													P		
AUTOMOBILE JUNKYARD [pursuant to 10-3(C)]										S			S		
BAKERY PRODUCT, CANDY, CONFECTIONARY MANUFACTURING												P	P		
BOAT AND SHIPBUILDING												P	P		
BOTTLING												P	P		
BRICK AND CLAY MANUFACTURING													P		
CABINET MAKING AND COUNTER TOP MANUFACTURING								S				P	P		
CARGO STORAGE CONTAINERS (including tractor trailers)										S		P	P		
CLOTHING AND FINISHED FABRIC PRODUCTS												P	P		
ELECTRIC MOTOR REPAIR												P			
INDUSTRIAL USES NOT HAVING AN INJURIOUS EFFECT ON THE TOWN												S	S		
MACHINERY (engines, construction tools) [pursuant to 10-3(P)]								S		S		P	P		
MANUFACTURING (textiles, clothing, scientific instruments, and small machine assembly)												P	P		
PAPERBOARD CONTAINERS AND BOXES												P	P		
QUARRY AND EXTRACTION OPERATION													S		
SCREW MACHINE PRODUCTS (bolts, nuts, screws)												P	P		
SMALL ENGINE REPAIR								S		S		P			
TEXTILES												P	P		
WELDING REPAIR								S		S		P	P		
TRANSPORTATION, WHOLESALING, AND WAREHOUSING															
BUS REPAIR AND STORAGE TERMINAL ACTIVITIES												S	S		
BUS STATIONS								P		P					
COMMERCIAL PARKING LOTS [pursuant to 10-3(E)]							S	S	S	S					S
GAS PUMPING STATIONS (unmanned, credit cards only)								P		P		P			
MOTOR FREIGHT TERMINALS												P	P		
MINI-STORAGE FACILITIES [pursuant to 10-3(U)]								S		S		P			
MINI-WAREHOUSING AND DRY STORAGE												P	P		
MOVERS, VAN LINES, AND STORAGE								S		S		P	P		
OFF-STREET AUTOMOBILE PARKING							P	P		P		P	P		P
PACKAGE DELIVERY SERVICES, COMMERCIAL								S		S		P			
SHIP CHANDLERS												P	P		
SHIPPING BROKERS, FREIGHT AND CARGO												P	P		

PERMITTED USES	ME-14/10/6	R-10	RM-10	R-15	RA-15	RAM-15	CB	HB	CW	B-2	O/I	L1	HI	C	PUD
TAXI STANDS LIMITED TO 5 TAXIS							P	P		P					
TOWING SERVICES								S	S			P			
WAREHOUSE								S	S			P	P		
WHOLESALE MERCHANTS								P	P			P	P		
WHOLESALE STORAGE OF GASOLINE OR BULK TERMINAL PLANTS [pursuant to 10-3(GG)]													S		
UTILITIES AND COMMUNICATIONS															
PUBLIC UTILITY STORAGE OR SERVICE YARDS								P		P		P	P		
PUBLIC UTILITY SUBSTATIONS/ SWITCHING STATIONS [pursuant to 10-3(BB)]	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
PUMP STATIONS (MUNICIPALLY OWNED)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
RADIO AND TELEVISION BROADCASTING STUDIOS							P	P		P		P			P
UTILITY STATIONS							S	S	S	S	S	P	P		P
TELECOMMUNICATION FACILITIES [pursuant to Article 18]	S	S	S	S	S	S	S	S	S	S		S	S	S	S
AGRICULTURAL AND FOOD PRODUCTION															
AGRICULTURAL, HORTICULTURAL, OR HUSBANDRY USES (excluding poultry houses and hog parlors)					P	P									
APICULTURE (BEEKEEPING)				P	P	P									
FISHING, COMMERCIAL									S			P	P		
FRUIT AND VEGETABLE MARKETS, WHOLESALE												P	P		
FOOD PROCESSING FACILITIES												P	P		
GREENHOUSES								P		P		P	P		
ACCESSORY AND TEMPORARY															
ACCESSORY DWELLING [pursuant to 10-4(A)]	P	P	P	P	P	P	P	S	S	S	S				P
ACCESSORY STRUCTURE [pursuant to 10-4]	P	P	P	P	P	P	P	P	P	P	P	P	P		P
ACCESSORY USES, OTHER [pursuant to 10-4]	P	P	P	P	P	P	P	P	P	P	P				P
ACCESSORY RETAIL [pursuant to 10-4(E)]							P	P	P	P	P	P	P		P
DRIVE-THROUGH FACILITIES							S	S		S	S				S
DUMPSTERS AND ENCLOSURES [pursuant to 10-4(B)]	P	T	T	T	T	T	S	P	P	P	P	P	P		P
HOME OCCUPATION [pursuant to 10-4(D)]	P	P	P	P	P	P	P	P	P	P					P
MODULAR/MOBILE OFFICE, TEMPORARY [pursuant to 10-3(S)]	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T
OUTDOOR DISPLAY, OUTDOOR STORAGE, OUTDOOR SALES [pursuant to 10-3(X)]							S	P		P					
STORAGE, INDUSTRIAL [pursuant to 10-3(Y)]												P	P		
TEMPORARY USES, OTHER	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T
VEHICLE STORAGE IN CONJUNCTION WITH REPAIR								S		P		P			

¹As permitted by CAMA.

(Ord. 07-33, 9/07; Ord. 09-04, 7/09; Ord. 09-06, 9/09; Ord. 10-15, 11/11; Ord. 11-12, 5/11; Ord. 11-17, 10/11; Ord. 12-02, 1/12; Ord. 13-01, 1/13; Ord. 14-12, 10/07/14; Ord. 14-16, 12/02/14; Ord. 15-01, 01/06/15; Ord. 15-07, 06/02/15; Ord. 15-10, 07/07/15; Ord. 15-14, 10/6/15; Ord. 15-15, 10/6/15; Ord. 16-02, 01/05/16; Ord. 16-08, 04/05/16; Ord. 16-09, 5/3/16; Ord. 16-12, 7/5/16; Ord. 16-13, 7/5/16; Ord. 16-16, 10/4/16; Ord. 17-7, 10/9/17; Ord. 19-03, 04/2/19; Ord. 20-04, 2/4/20; Ord. 20-05, 7/7/20; Ord. 23-10, 12/5/23)

MEDIUM DENSITY RESIDENTIAL

Medium density residential land uses are generally located within the extraterritorial planning jurisdiction (ETJ) boundary and are, for the most part, existing residential subdivisions and nearby vacant properties not designated for commercial use. Appropriate uses include single-family residences and subdivisions, duplexes, community recreation and open space uses like golf courses and pools, and neighborhood-scale institutional uses such as religious and civic organizations.

Planned communities may also include well-integrated multi-family and single-family attached residences and limited neighborhood-scale commercial and office uses. Industrial and manufacturing uses, as well as commercial and office uses not located within a planned community are inappropriate. Large institutional uses, such as high schools, community colleges, and mega-churches are also generally inappropriate. Target densities are between four (4) and six (6) dwelling units per acre.

Medium Density Residential

Desired Uses:

- Single-family residential uses
- Two-family residential uses
- Townhouse development
- Age appropriate retirement housing
- Recreation, parks, and open space

Inappropriate Uses:

- Multi-family residential uses
- Commercial, office, and institutional development
- Industrial development

Desired Density:

- Residential uses: 6 dwelling units per acre

Planning Board Zoning Amendment Statement of Consistency

The Town of Shallotte *Planning Board* has reviewed in full the petition ANX #24-27 to rezone ±479 acres of real property (tax ID 1980000205, 198JB00115, 198JC001, 198JC002, & 198JC003) owned by Stars & Stripes 21, LLC from Shallotte MF-10 & County R7500 to Shallotte PUD. After review of the petition, the Planning Board hereby *recommends* that the property be rezoned to PUD from its current zoning. In making this *recommendation*, the *Planning Board* finds that [check all that apply]:

This request ~~IS~~ **IS** () **IS NOT** consistent with the objectives and policies of the following plans adopted by the Town of Shallotte:

- The proposed PUD is consistent with the Town of Shallotte's Future Land Use Plan's prescription for use density. While the plan does include multi-family it is a lower amount than what is detailed on their current plan; and

This request ~~IS~~ **IS** () **IS NOT** reasonable and in public interest:

- The proposed PUD provides additional housing within the Town while remaining within the prescribed density of the Town's Future Land Use Plan.

The proposed amendment(s) are in conformance with the following:

- ☒ UDO Table of Permitted Uses
- ☒ 2018 CAMA Land Use Plan
- ☐ Bike & Pedestrian Plan (If applicable)
- ☒ Future Land Use Map

☐ Other comments:

3/11/2025

Date

Richard Gannaway

Planning Board Chairman
Town of Shallotte

ORDINANCE 25-08

**ORDINANCE OF THE TOWN OF SHALLOTTE, NORTH CAROLINA TO EXTEND THE CORPORATE
LIMITS OF THE TOWN OF SHALLOTTE, NORTH CAROLINA
(CONTIGUOUS ANNEXATION)**

WHEREAS, the Town of Shallotte has been petitioned under G.S. 160A-31 to annex the area described below; and

WHEREAS, the Town of Shallotte has the resolution directing the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at 5:15 p.m. on May 6, 2025 after notice by publication; and

WHEREAS, the Town of Shallotte finds that the petition meets the requirements of G.S. 160A-31;

NOW, THEREFORE BE IT ORDAINED by the Board of Aldermen of the Town of Shallotte, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the Town of Shallotte as of May 6, 2025;

Beginning at a point located in the southwest intersection of SR 1134 Gray Bridge Road (60' Public Right of way) and SR 1135 Tar Landing Road (60' Public Right of Way); thence with the western right of way line of SR 1134 Gray Bridge Road, S53°19'26"E, 523.16 feet to a point; thence with a curve to the right having a radius of 1405.00 feet and a chord bearing and distance of S36°08"44E, 829.92 feet to a point; thence S18°50'58"E, 2126.16 feet to a point; said point being the northeast corner of Lot 71, Block 33, Shell Point Recreational Village as recorded in Map Cabinet J, Page 179; thence leaving the western right of way line of SR 1134 Gray Bridge Road, leaving said right of way of SR 1134 Gray Bridge Road, S69° 05' 41"W, 92.37 feet to a point; thence S78° 42' 26"W 226.98 feet to a point; thence S84° 14' 46"W 193.18 feet to a point; thence S68° 46' 09"W 117.72 feet to a point; thence S85° 48' 54"W 238.84 feet to a point; thence N68°

20' 17"W 59.48 feet to a point; thence N55° 47' 49"W 90.71 feet to a point; thence N63° 39' 02"W 184.61 feet to a point; thence N61° 27' 40"W 175.60 feet to a point; thence N36° 15' 31"W 73.21 feet to a point; thence N72° 04' 51"W 56.17 feet to a point; S80° 24' 39"W 124.13 feet to a point; thence S84° 08' 12"W 173.25 feet to a point; thence S67° 08' 12"W 206.50 feet to a point; thence S76° 27' 23"W 233.98 feet to a point; thence S83° 23' 33"W 184.22 feet to a point; thence S81° 02' 32"W 69.71 feet to a point; thence S72° 21' 34"W 121.78 feet to a point; thence N56° 42' 38"W 65.28 feet to a point; thence N5° 50' 26"E 266.01 feet to a point; thence N19° 12' 54"E 300.02 feet to a point; thence N1° 10' 00"E 217.00 feet to a point; thence N17° 23' 22"E 178.77 feet to a point; thence N26° 13' 11"E 132.40 feet to a point; thence N34° 40' 39"W, 650.83 feet to a point; thence S52° 44' 15"W, 130.22 feet to a point in the southern right of way line of SR 1135 Tar Landing Road aforesaid mentioned; thence with the southern right of way line of SR 1135 Tar Landing Road and with a curve to the right having a radius of 1269.06 feet and a chord bearing and distance of S37° 09' 56"W, 37.97 feet to a point; thence crossing the right of way of SR 1135, S58° 53' 10"W, 216.20 feet to a point in the northern right of way line of SR 1135 Tar Landing Road; thence with the northern right of way line of SR 1135 Tar Landing Road and with a curve to the right having a radius of 992.12 feet and a chord bearing and distance of N60° 39' 38"E, 405.18 feet to a point; said point being the southeast corner of Lot 63, Tar Landing Heights Subdivision as recorded in Map Book 6, Page 28; thence leaving the northern right of way line of SR 1135 Tar Landing Road, N14° 03' 07"W, 199.81 feet to a point; thence S76° 06' 53"W 99.76 feet to a point; thence S75° 58' 12"W 99.86 feet to a point; thence S76° 27' 25"W 99.92 feet to a point; thence S76° 13' 06"W 99.90 feet to a point; thence S75° 59' 52"W 99.82 feet to a point; thence S76° 13' 39"W 99.95 feet to a point; thence S76° 11' 34"W 200.20 feet to a point; thence S76° 23' 47"W 99.81 feet to a point; thence S76° 22' 49"W 99.70 feet to a point; thence S76° 29' 27"W 99.98 feet to a point; thence S76° 03' 14"W 298.88 feet to a point; thence N88° 15' 27"W 81.02 feet to a point, said point being the northwest corner of Lot 49, Tar Landing Heights referenced above; thence with the northern boundary of the lands claimed by Bettie L. Carter in Deed Book 2493, Page 724 and with the mean high water line of the Shallotte River as surveyed and map by Steve M. Norris, PLS on a recorded in Map Cabinet 19, Page 21-24, the following bearings and distances: N77° 03' 18"W 43.70 feet to a point; thence N37° 36' 30"W 29.46 feet to a point; thence N66° 35' 23"W 162.22 feet to a point; thence N50° 50' 18"W 51.38 feet to a point; thence N52° 17' 56"W 119.64 feet to a point; thence N85° 36' 49"W 63.27 feet to a point; thence N80° 41' 13"E 53.68 feet to a point; thence N59° 56' 20"W 51.42 feet to a point; thence N65° 16' 41"W 37.89 feet to a point; thence N45° 47' 55"W 37.54 feet to a point; thence S88° 33' 11"W 49.20 feet to a point; thence S67° 36' 34"W 25.34 feet to a point; thence N88° 01' 55"W 27.97 feet to a point; thence S73° 18' 30"W 17.13 feet to a point; thence N80° 51' 44"W 53.32 feet to a point; thence N83° 38' 04"W 35.45 feet to a point; thence N31° 42' 10"W 19.44 feet to a point; thence N41° 15' 33"W 30.61 feet to a point; thence S46° 36' 52"W 24.38 feet to a point; thence S45° 13' 27"W 35.64 feet to a point; thence N89° 03' 43"W 33.87 feet to a point; thence N50° 04' 24"W 33.74 feet to a point; thence N51° 18' 10"W 42.15 feet to a point; thence N36° 40' 16"W 46.44 feet to a point; thence N23° 43' 10"W 31.46 feet to a point; thence N5°

58' 53"W 52.08 feet to a point; thence N9° 50' 42"W 45.11 feet to a point; thence N6° 32' 18"W 44.29 feet to a point; thence N16° 31' 46"E 34.60 feet to a point; thence N13° 25' 26"E 35.80 feet to a point; thence N21° 47' 52"E 37.67 feet to a point; thence N42° 33' 08"E 32.33 feet to a point; thence N47° 43' 18"E 25.52 feet to a point; thence N43° 26' 28"E 42.27 feet to a point; thence N54° 34' 34"E 30.12 feet to a point; thence N52° 22' 02"E 46.58 feet to a point; thence N49° 36' 13"E 24.52 feet to a point; thence N39° 43' 37"E 23.87 feet to a point; thence N34° 29' 04"E 40.62 feet to a point; thence N29° 56' 22"E 44.41 feet to a point; thence N36° 43' 14"E 41.16 feet to a point; thence N38° 44' 17"E 56.63 feet to a point; thence N53° 12' 50"E 55.86 feet to a point; thence N38° 39' 04"E 45.25 feet to a point; thence N24° 44' 03"E 53.55 feet to a point; thence N27° 01' 42"E 30.06 feet to a point; thence N7° 58' 51"E 62.60 feet to a point; thence S11° 52' 19"E 19.63 feet to a point; thence S61° 46' 05"E 28.61 feet to a point; thence S41° 14' 35"E 49.36 feet to a point; thence N31° 51' 14"E 105.50 feet to a point; thence N25° 26' 39"E 49.85 feet to a point; thence N48° 12' 13"E 48.87 feet to a point; thence N74° 06' 48"E 37.33 feet to a point; thence N65° 20' 28"E 37.63 feet to a point; thence N25° 14' 08"W 46.68 feet to a point; thence N13° 03' 44"W 33.05 feet to a point; thence N24° 15' 34"E 326.86 feet to a point; thence N24° 15' 34"E 21.91 feet to a point; thence N29° 23' 14"E 20.07 feet to a point; thence N69° 13' 28"E 22.30 feet to a point; thence S41° 09' 07"W 168.80 feet to a point; thence N28° 25' 38"W 73.31 feet to a point; thence with the eastern line of survey prepared by McKim & Creed of San Rio Phase 2 Plat as recorded in Map Cabinet 69, Page 1 the following bearings and distances: thence N55° 41' 49"E 37.43 feet to a point; thence N87° 22' 35"E 215.03 feet to a point; thence S75° 10' 09"E 169.21 feet to a point; thence N63° 34' 15"E 233.36 feet to a point; thence N7° 16' 39"E 191.45 feet to a point; thence N17° 35' 53"W 196.31 feet to a point; thence N57° 03' 24"E 49.51 feet to a point; thence N30° 21' 15"E 38.01 feet to a point; thence N47° 59' 49"E 37.96 feet to a point; thence N42° 35' 59"E 34.75 feet to a point; thence N37° 12' 06"E 34.40 feet to a point; thence S68° 22' 04"W 24.03 feet to a point; thence S66° 21' 35"W 34.36 feet to a point; thence S71° 16' 36"W 46.62 feet to a point; thence N80° 58' 19"E 34.17 feet to a point; thence N78° 39' 36"E 26.47 feet to a point; thence N78° 20' 39"E 40.48 feet to a point; thence S88° 34' 22"E 32.78 feet to a point; thence N62° 31' 48"E 48.32 feet to a point; thence N52° 25' 06"E 72.85 feet to a point; thence N88° 20' 50"E 29.61 feet to a point; thence N54° 50' 11"E 39.67 feet to a point; thence N29° 44' 48"E 52.83 feet to a point; thence N31° 36' 40"E 46.16 feet to a point; thence N35° 00' 34"E 20.93 feet to a point; thence N30° 33' 40"E 35.17 feet to a point; thence N42° 23' 37"E 26.61 feet to a point; thence N24° 42' 40"E 22.22 feet to a point in the southern right of way line of SR 1134 Gray Bridge Road referenced above; thence with the southern right of way line of SR 1134 Gray Bridge Road, S54° 27' 42"E 1493.74 feet to a point; said point being a corner of a tract of land claimed by Town of Shallotte as recorded in Deed Book 3151, Page 679 and shown on a map recorded in Map Cabinet 68, Page 69, Brunswick County Registry; thence leaving the southern right of way line of SR 1134 Gray Bridge Road, S35° 32' 18"W 75.00 feet to a point; thence S54° 27' 42"E 50.00 feet to a point; thence N35° 32' 18"E 75.00 to a point in the southern right of way line of SR 1134 Gray Bridge Road; thence with the southern right of way line of SR 1134 Gray Bridge Road, S54° 27' 42"E, 929.76 feet to a point located at the northwest corner

of the intersection of SR 1134 Gray Bridge Road SR 1135 Tar Landing Road; thence crossing SR 1135 Tar Landing Road, S53°54'15"E, 60.01 feet to the Place and Point of Beginning.

Containing 304.66 acres as shown a map titled "Annexation Survey for Town of Shallotte NC" prepared by Christopher D. Stanley, PLS, dated 11-06-2024 to which reference is hereby made for a more full and accurate description.

EXCEPTING all lands lying within the right of way of SR 1135 Tar Landing Road.

Adopted this 6th day of May 2025.

Walt Eccard, Mayor

ATTEST:

Natalie Goins, Town Clerk

APPLICANT: Stars & Stripes 21, LLC (PID# 19800002 & 2140002302)

I certify that Natalie Goins personally appeared before me this 6th day of May, 2025 and I have personal knowledge of the identity of the principal; acknowledging to me that she voluntarily signed the forgoing document for the purpose stated therein and in the capacity indicated: Town Clerk

Maria O. Gaither, Notary Public

(Seal)

My Commission Expires: February 14, _____

Map _____ Page # _____

STATE OF NORTH CAROLINA
County of Brunswick

Clerk’s Certification

The undersigned, Natalie Goins, Clerk to the Board of Aldermen of the Town of Shallotte, North Carolina, hereby certifies that Ordinance 25-08 attached hereto for the Town of Shallotte is a true and accurate copy of the ordinance adopted unanimously by the Board of Aldermen for the Town of Shallotte, North Carolina on the 6th day of May, 2025; that the ordinance was duly adopted during a session of the Board of Aldermen and remains in full force and effect; and that the Board of Aldermen has taken no action which would in any manner modify or repeal the terms of such ordinance; and that the same remains in full force and effect as of the date hereof.

This the 6th day of May, 2025.

Natalie Goins, Town Clerk
Town of Shallotte

Board of Aldermen Zoning Amendment Statement of Consistency

The Town of Shallotte *Board of Aldermen* have reviewed in full the petition ANX #24-27 to rezone ±479 acres of real property (tax ID 1980000205, 19800002, 2140002302, & 198JB00115) owned by Stars & Stripes 21, LLC, from Shallotte MF-10 & County R7500 to Shallotte PUD.

After review of the petition/application, the Board hereby ☐ **APPROVES** ☐ **DENIES** the request that the property be rezoned to PUD from its current zoning.

In taking this *action*, the *Board* finds that
[*check all that apply*]:

This request **(X) IS () IS NOT** consistent with the objectives and policies of the following plans adopted by the Town of Shallotte:

- The proposed PUD is consistent with the Town of Shallotte's Future Land Use Plan's prescription for use density. The project entails a community master plan with single-family homes, townhomes, and well-integrated multi-family housing; and

This request **(X) IS () IS NOT** reasonable and in public interest:

- The proposed PUD provides additional housing within the Town while remaining within the prescribed density of the Town's Future Land Use Plan.

The proposed amendment(s) are in conformance with the following:

- (X) UDO Table of Permitted Uses
- (X) 2018 CAMA Land Use Plan
- () Bike & Pedestrian Plan (If applicable)
- (X) Future Land Use Map

☐ Other comments:

Date

Mayor
Town of Shallotte



Town of Shallotte

ACTION AGENDA ITEM

2025

TO: Board of Alderman

FROM: Mimi Gaither, Town Manager
EXT. #

ACTION ITEM #:

MEETING DATE: 5.6.25

DATE SUBMITTED: 5.1.25

ISSUE/ACTION REQUESTED: "Little Church" Request PUBLIC HEARING: ☐ YES ☒ NO

BACKGROUND/PURPOSE OF REQUEST – If you remember the BOA denied the request of Dr. Moshures to take over the "Little Church" Now the Brunswick County Conservation Partnership is asking for the Town to partnering with Dr. Moshures to get the Church relocated to Mulberry Park or a flexible idea aimed at preservation and relocation. See their attached letter.

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: I am giving this to the BOA for information, I would suggest we discuss at the May workshop. - MOG

FINANCE RECOMMENDATION: N/A

ATTACHMENTS:

1. Revised Fee Schedule Section
- 2.
- 3.

ACTION OF THE BOARD OF ALDERMEN

APPROVED:

☐

ATTEST:

CLERK TO THE BOARD

DENIED:

☐

**DEFERRED
UNTIL:**

SIGNATURE

OTHER:

Current Condition and Concerns

While we have embarked on plans to remodel the church further, we need to see it moved and put into conservation, so it will never be at risk in the future.

Currently, her location at a busy intersection poses risks, including potential claims by the NCDOT in the future. Moreover, moving the church will be considerably more challenging once we begin remodeling efforts, such as installing front and back steps, invalid ramps, an outdoor accessible bathroom, landscaping, signage, and more.

For these reasons, before proceeding with any remodeling, we would like to consider donating “Little Church” to the Town of Shallotte with specific stipulations to ensure her preservation and proper placement.

Proposed Actions

We all envisioned the “Little Church” situated near the graveyard at Mulberry Park, where it can serve as a serene and reverent location that complements her historical significance. We understand that this may not be an option and willing to consider meeting to listen to other locations you might have in mind. Brunswick County Conservation Partnership want to see it put in conservation while taking on the responsibilities of caring, maintaining, and organizing the move of the “Little Church” here in Shallotte.

We propose the following actions regarding the donation and preservation of “Little Church”:

1. Donation to the Town: Brunswick County Conservation Partnership will be partnering with Dr. Chris Moshoures in the donation of the “Little Church” to the Town of Shallotte with flexible stipulations aimed at her preservation and relocation.
2. Relocation Planning: Collaborate with town officials to develop a plan for a final resting place for the relocation of the “Little Church” within or near Mulberry Park, unless another location can be agreed on.
3. Funding for Preservation: Brunswick County Conservation Partnership will maintain the upkeep, maintaining, and relocation of the “Little Church” by taking on the financial responsibilities, seeking grants, and community support for the restoration and relocation.
4. Community Engagement: Initiate a campaign to involve local residents in the preservation efforts and acknowledge the historical significance of the church. We have had a huge amount of concerns from the residents of not only Shallotte but the entire county.

Proposal to Save the “Little Church”

April 17, 2025

To: Town Council of Shallotte

106 Cheers Street

South Brunswick, NC 28470

From: Christie Marek- Founder/Chair of Brunswick County Conversation Partnership

2986 Longwood Rd NW

Ash, NC 28420

Update for the Preservation and Donation of the “Little Church” by Brunswick County
Conservation Partnership

Introduction

The purpose of this proposal is to advocate for the preservation and future placement of “Little Church,” a significant historical structure also known as St. Marks Church, here in Shallotte for over 100 years. We are partnering with Karen and Chris Moshoures on this mission. It was, and still is, our intention for the Town of Shallotte to take possession of “Little Church” while also being put in conservation with my 501c3 nonprofit. So it will never be at risk again.

Historical Significance

“Little Church” is a memorial to the group of individuals who struggled financially to establish a house of worship over 100 years ago. She holds deep cultural and historical importance for our community, symbolizing faith and perseverance. We believe she deserves to be showcased in a fitting environment that honors her legacy. We would love to see it placed in or near Mulberry Park.

Conclusion

We urge the Town Council to take swift action in accepting this proposal to preserve and create a partnership with Brunswick County Conservation Partnership for the relocation of the “Little Church.” It is crucial for maintaining our town’s heritage, honoring its historical significance, and ensuring she finds a safe and respectful resting place. Together, we can ensure that “Little Church” continues to be a cherished part of our community’s history for generations to come.

Contact Information:

Christie Marek

Founder/Chair for Brunswick County Conversation Partnership

(910) 386-9205

christie.marek@brunswickcountyconservationpartnership.org

Thank you for your consideration. I look forward to your positive response and collaboration in preserving “Little Church” for the benefit of our community.

