



Shallotte Board of Aldermen Regular Meeting Agenda

September 01, 2026 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

A. Abatement Proposal - 4479 Main St.

[4.](#) PUBLIC WORKS

A. Bill Adjustment Requests

- Mega Wash Shallotte (4602 Main St.)

- ILM Rentals - Alison Riso (628 Village Rd. Apt 104)

[5.](#) FINANCE

[6.](#) PARKS & RECREATION

[7.](#) ADMINISTRATION

A. McGill Additional Services

B. Town Hall Revised Design

C. Town Manager Interview Questions

[8.](#) MAYOR

VII. CONSENT AGENDA

[A.](#) July 28, 2026 Recessed Meeting Minutes

[B.](#) August 4, 2026 Regular Meeting Minutes

[C.](#) August 18, 2026 Work Session Minutes

[D.](#) Tidelands Preserve Sewer Dedication: Resolution 26-09

[E.](#) Walmart Sewer Dedication: Resolution 26-10

VIII. PUBLIC HEARING

[1.](#) Petition for Annexation & Rezoning Grey Bridge Road PUD

Parcel ID # 21400001

County R-7500 to Shallotte PUD

98 Acres

OI Investment Properties, LLC.

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 26-11, annexing PID 21400001
6. Motion to approve the Board of Aldermen Zoning Statement of Consistency
7. Motion to approve rezoning PID 21400001 from County R-7500 to Shallotte PUD

IX. DISCUSSION

[1.](#) Proclamation: 9/11 Day of Remembrance - 25th Anniversary

X. ADJOURN

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).)



TOWN OF SHALLOTTE

Police Department

114 Cheers St. Shallotte, North Carolina 28470
Phone (910) 754-6008

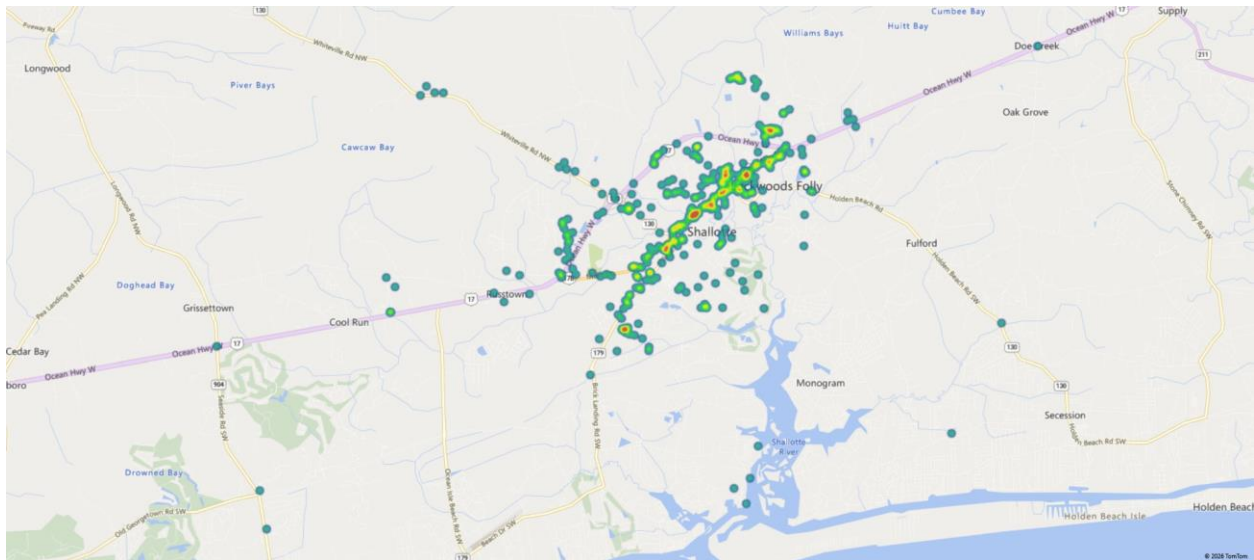


Section VI, Item 1.

Monthly Police Report

July 25 – Aug 24, 2026

- Completed 838 calls for service
- Investigated 36 motor vehicle collisions
- Took 38 Incident Reports
 - Recovered ~ \$5,00 in stolen property
 - 19 Misdemeanor Charges & 12 Felony Charges
- Effected 7 arrests including 2 warrant services
- Issued 50 State Citations w/ 65 total charges
- Received just over 212 hours of volunteer service



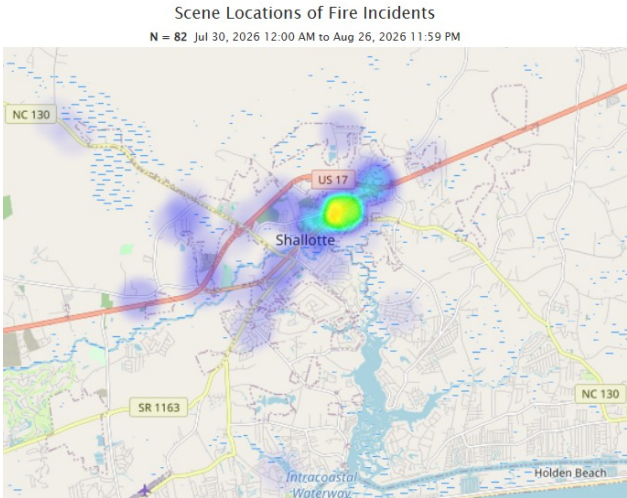


TOWN OF SHALLOTTE FIRE/RESCUE
Monthly Activity Report

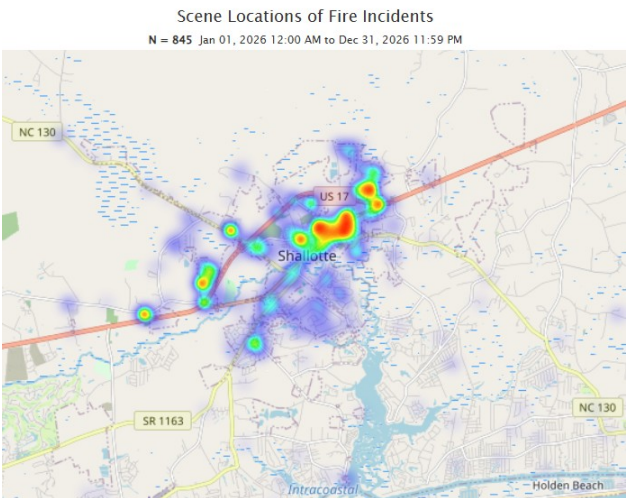
FISCAL YEAR ENDING 30 JUN 2027
Reporting Period: 26 JUL 2026 – 26 AUG 2026

NCGS § 58-79-45: Incident Reports...

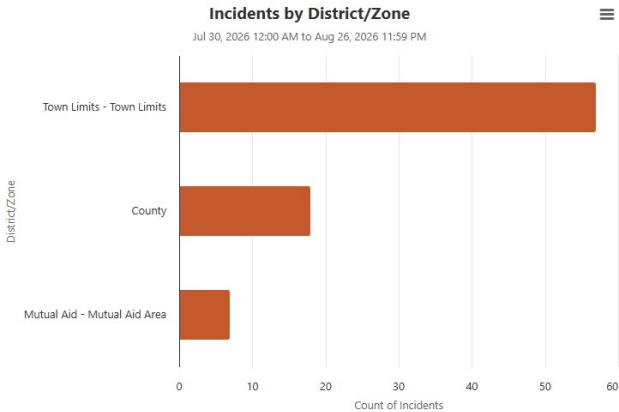
Incident Map Overview
(Past 4 weeks)



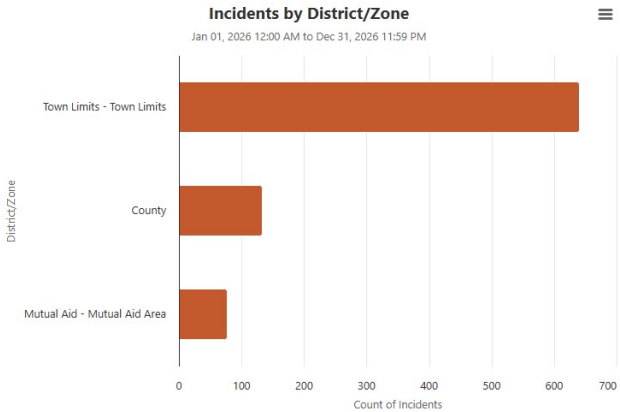
Incident Map Overview
(YTD)



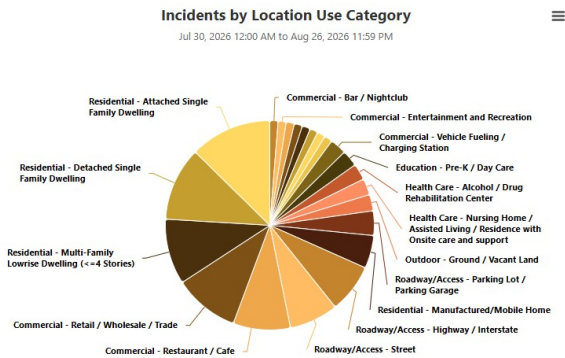
(Past 4 weeks) **Town 57; County 18; Mutual Aid 7**



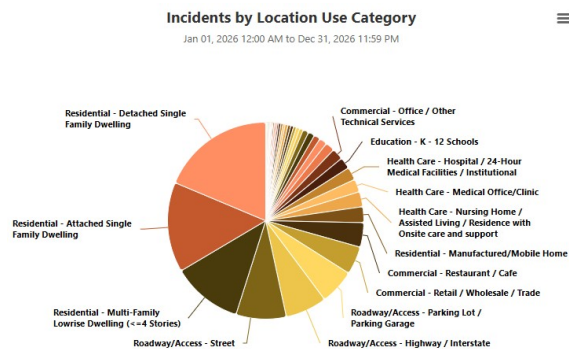
(YTD) **Town 640; County 133; Mutual Aid 77**



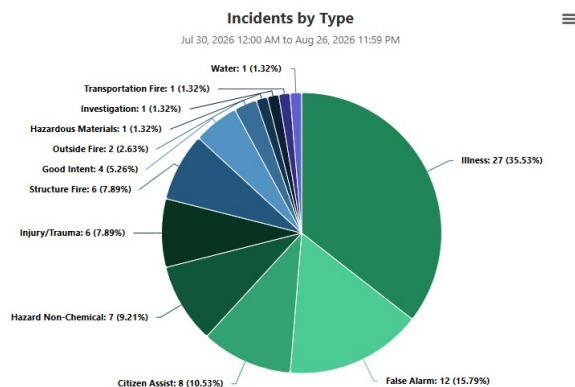
(Past 4 weeks)



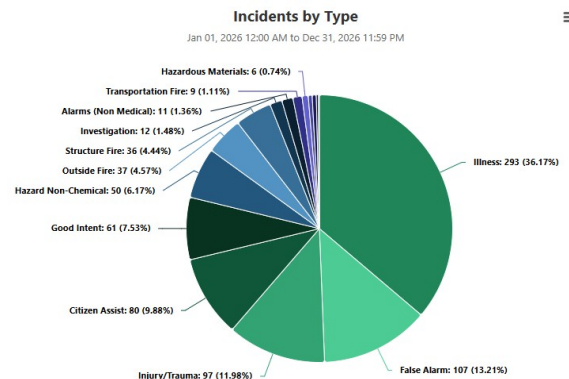
(YTD)



(Past 4 weeks)



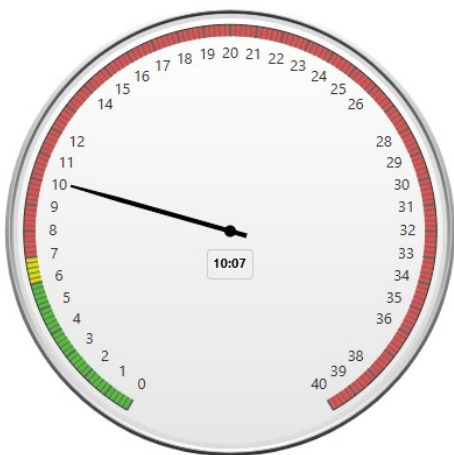
(YTD)



(Past 4 weeks) PSAP to Arrival

Average Total Response Time (MM:SS)

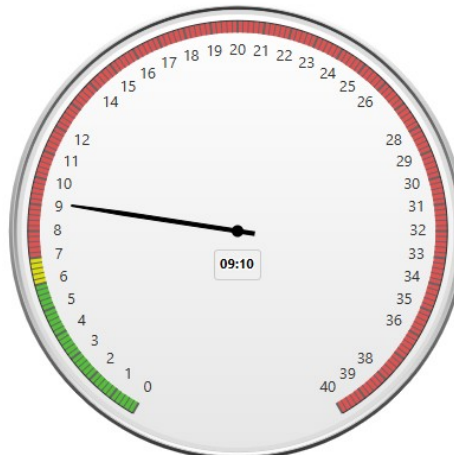
Date Reported: Jul 30, 2026 12:00 AM to Aug 26, 2026 11:59 PM



(YTD) PSAP to Arrival

Average Total Response Time (MM:SS)

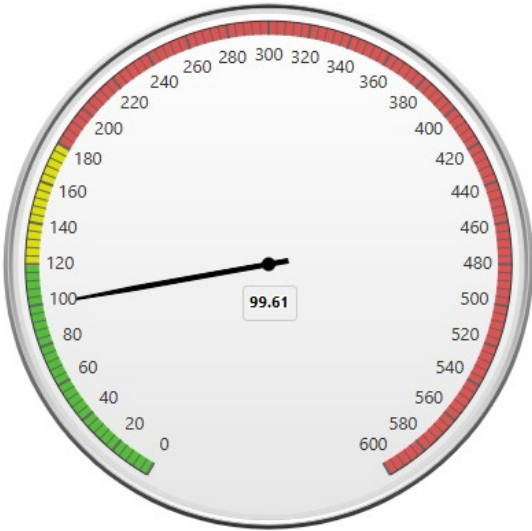
Date Reported: Jan 01, 2026 12:00 AM to Dec 31, 2026 11:59 PM



(Past 4 weeks)

Unit Average Turnout Time (Seconds)

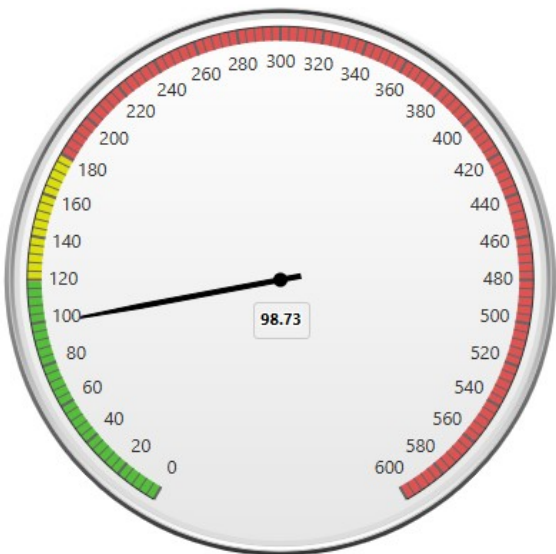
Jul 30, 2026 12:00 AM to Aug 26, 2026 11:59 PM



(YTD)

Unit Average Turnout Time (Seconds)

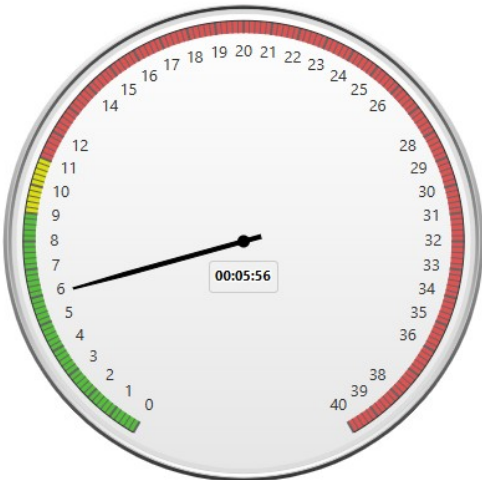
Jan 01, 2026 12:00 AM to Dec 31, 2026 11:59 PM



(Past 4 weeks)

Unit Average Total Response Time (HH:MM:SS)

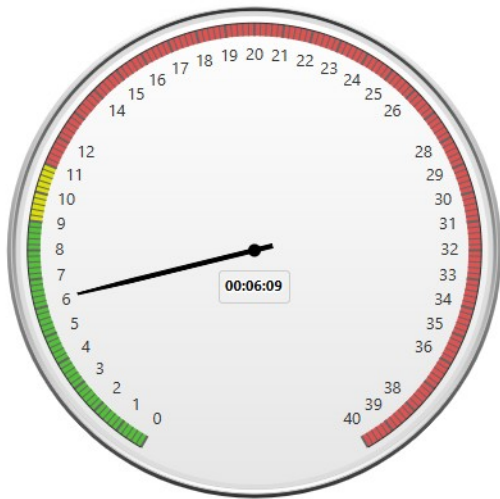
Jul 30, 2026 12:00 AM to Aug 26, 2026 11:59 PM



(YTD)

Unit Average Total Response Time (HH:MM:SS)

Jan 01, 2026 12:00 AM to Dec 31, 2026 11:59 PM



Past 4 weeks 72

#1 Zone One = 39
#2 Zone Three = 9
#3 Zone Four = 8
#4 Zone Five = 7
#5 Zone Two = 6
#6 Zone Seven = 2
#7 Zone Six = 1

Zone Reference by Number of Incidents from Greatest to Lowest

#1 Zone One = [Wall St Station](#) (Town Central Commercial District)
#2 Zone Four = [Red Apple Station](#) area (Rourke Woods/Brierwood/River's Edge/Shallotte Point area)
#3 Zone Three = [Naber Dr Station](#) (Shallotte District Park/Wildwood/Union School/McMilly Rd area)
#4 Zone Five = (Green Bay Village/Cardinal Point/Highlands/N Mulberry/Express Dr area)
#5 Zone Two = [HWY 130 Station](#) (WBHS/McMilly Rd/Industrial Park area)
#6 Zone Six = (Gray Bridge Rd/Red Bug Rd/Holden Beach Rd/Solserra area)
#7 Zone Seven = (SECU/Ford & Chevy/Cumbee Rd areas)

YTD 850

#1 Zone One = 353
#2 Zone Four = 178
#3 Zone Three = 111
#4 Zone Five = 99
#5 Zone Two = 56
#6 Zone Six = 38
#7 Zone Seven = 15

NCRRS 5: Training...**512:00 hours**

- (ISO) Building Construction
- (ISO) Company Training
- (ISO) Facility Training
- (ISO) Community Outreach
- Leadership Training

Notes:**Technical Review (TR) and Code Enforcement Items**

- Site Visits – Village Point Rd
- Site Visits – Gray Bridge Rd
- Site Visits – Tideland Preserve
- Site Visits – Creek Tide Landing

Staffing Notes

- One positions open
 - Process underway
 - Chief and Deputy Chief covering staffing shortages when part-time staff are unavailable.
- One on-boarding – Full-Time
- One on-boarding – Part-Time
- Two accepted into the NC Extrication School

Other Notables

- Open Investigation
 - Al Street
 - SBI Report Cause and Origin Report Pending
 - Met with the Medical Examiner's Office
- Open Investigations
 - Milliken Street
 - SBI Report Cause and Origin Report Pending
 - Pending Medical Examiner's Office findings
- Inflatable Rescue Boat
 - has been delivered
 - being upfitted for operational service
- Participated in municipal fire chiefs meeting
- Department Head Meeting
 - Woods Fire After Action discussion
 - Hurricane Readiness
 - Forwarded NIMS training link
 - Reached out to Mack Smith, Fire Administrator
 - Schedule and Coordinate
 - Evacuation Planning
 - Tabletop Exercise



TOWN OF SHALLOTTE

PLANNING & ZONING DEPARTMENT

TO: Board of Aldermen
 FROM: Robert Waring, Planning Director
 DATE: September 1, 2026
 RE: Monthly Planning Department Report

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

1. The Planning Board met on August 11
 - a. Reviewed the following:
 - i. Revisions to the Tideland Preserve Subdivision
 - ii. Review of zoning portion of a proposed annexation
 - b. The Board's next meeting is scheduled for September 15
2. TRC did not meet in August for lack of business:
 - a. The next meeting will be on September 17
3. The Zoning Board of Adjustment did not meet on their August 20 date for lack of business
 - a. The ZBA's next scheduled meeting date is November 19
4. Staff attended the three part management training event arranged by Shallotte HR
5. Staff attended the bi-monthly TIA review with NCDOT
6. Staff attended the Cape Fear Council of Government's Regional Managers meeting in Burgaw
7. Staff attended multiple meetings regarding the Town Hall project
8. Staff & the CAT group met with consultants to discuss Town's resiliency planning efforts
9. Staff met with Glenn Taylor regarding potential Economic Opportunity Zones
 - a. We have not received the additional info requested as of this writing
10. Staff met with representatives of Weyerhaeuser to discuss annexation and potential project finance
11. The Town has hired Damion Fulford for the new Planner I position
12. Staff has conducted the final zoning inspection for the Tides (Multi-Family) Phases 5-6
13. Please forward any zoning or nuisance complaints to Brandon Eaton, Planner,
beaton@townofshallotte.org Phone: (910) 754-4032
14. The Town collected \$226,920 for August 2026
 - a. Fees collected in August 2025 totaled \$101,834

Monthly Code Report (Town of Shallotte, NC) 8/2026
Prepared by Brandon Eaton, CZO, CCEO (Planner II/Code Enforcement)

Public Nuisances

1. Case Number: PN-24-005 (4450 Main Street)

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

Latest Update: 8/26/26

- On August 24th, the property owner began the process of removing the main structure from the property.

2. Case Number: PN-24-006 (4479 Main Street)

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

Latest Update: 8/26/26

- 8/21/26, the property owner removed the mobile home structure and abandoned vehicle. The shed and junk items still remain.
- CE spoke with the property owner's son who showed interest in removing the structures and junk himself. CE stressed that the Town would be moving forward regardless, but that abatement by the property owner would be preferable.
- Code enforcement was able to secure a quote from an abatement contractor to perform that work.

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: 8/26/26

- On August 24th, the property owner began the process of removing the main structure from the property.

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: 8/26/26

- 8/21/26, the property owner removed the mobile home structure and abandoned vehicle. The shed and junk items still remain.
- CE spoke with the property owner's son who showed interest in removing the structures and junk himself. CE stressed that the Town would be moving forward regardless, but that abatement by the property owner would be preferable.
- Code enforcement was able to secure a quote from an abatement contractor to perform that work.

3. Case Number: Z-24-009

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

Latest Update: 4/29/26

- *CE is still waiting on court date and information. Property owner becomes more non-compliant as time moves on.*

Vehicles

Currently no cases

Permit Report

Section VI, Item 3.

8/1/2026 - 8/26/2026

Permit #	Parcel Address	Permit Date	Permit Type	Total Fees
4372	574 Greenock Ct	8/20/2026	Zoning	\$350.00
4371	2111 Weir Way	8/20/2026	Zoning	\$8,746.00
4370	2019 Welnick Pl	8/20/2026	Zoning	\$8,746.00
4369	2014 Welnick Pl	8/20/2026	Zoning	\$10,633.00
4368	496 Laurel Valley Dr	8/20/2026	Zoning	\$8,446.00
4367	4394 East Coast Lane	8/18/2026	Zoning	\$10,161.00
4366	4222 Milkweed Road	8/18/2026	Zoning	\$8,446.00
4364	3401 RENDEVOUS BAY DRIVE	8/17/2026	Zoning	\$14,496.00
4363	2107 Weir Way	8/12/2026	Zoning	\$10,633.00
4362	2106 Weir Way	8/12/2026	Zoning	\$8,746.00
4361	2103 Weir Way	8/12/2026	Zoning	\$8,746.00
4360	2102 Weir Way	8/12/2026	Zoning	\$10,633.00
4359	545 Summers Walk Rd	8/12/2026	Zoning	\$8,446.00
4358	4578 Swimming Lane	8/12/2026	Zoning	\$11,876.00
4357	4581 Swimming Ln	8/12/2026	Zoning	\$8,446.00
4356	4582 Swimming Ln	8/12/2026	Zoning	\$10,161.00
4355	5041 Main St #4	8/7/2026	Zoning	\$722.00
4353	3412 Rendevous Bay Drive	8/7/2026	Zoning	\$14,346.00
4351	2044 Snipe Lane	8/5/2026	Zoning	\$8,296.00
4350	2040 Snipe Lane	8/5/2026	Zoning	\$10,011.00
4349	2036 Snipe Lane	8/5/2026	Zoning	\$8,296.00
4348	2032 Snipe Lane	8/5/2026	Zoning	\$8,296.00
4347	2016 Snipe Lane	8/5/2026	Zoning	\$8,296.00
4346	27 Brierwood Rd	8/5/2026	Zoning	\$7,011.00
4345	4924 Main St Unit 12	8/3/2026	Change of Use	\$5,639.00
4344	4420 Frogie Lane	8/3/2026	Zoning	\$8,296.00
				\$226,920.00

Total Records: 26

8/26/2026



Town of Shallotte Board of Aldermen
ACTION AGENDA ITEM
2026

TO: Board of Aldermen

FROM: Brandon Eaton, Planner II

ACTION ITEM #: _____
MEETING DATE: 09/01/2026
DATE
SUBMITTED: _____

ISSUE/ACTION REQUESTED:
Request the Board to consider the abatement proposal submitted by Mr. Ron Johnston to complete the removal of all violation items located on the subject property and direct staff to enter into a contract with Mr. Johnston for the work. If directed, and if necessary, staff will draft and submit an amendment to the previously adopted budget at the next available Aldermen meeting to appropriate the additional funds necessary to complete the abatement of violations on the subject property, 4479 Main Street.

PUBLIC HEARING: ☐ YES ☒ NO

BACKGROUND/PURPOSE OF REQUEST:
Town of Shallotte Code Enforcement has been working to abate the nuisance and zoning violations located at 4479 Main Street since September of 2019. After years of pushback from the property owner, the Town was awarded an abatement order by the District Court of Brunswick County to complete the work and place a lien against the property for cost recovery.

Town staff solicited quotes from licensed abatement contractors to perform the abatement work, and Mr. Ron Johnston was the only contractor that submitted a quote to perform the abatement. Mr. Johnston is a licensed and experienced contractor and is available within a reasonable time to offer his abatement services to the Town. Staff has included a draft contract for Mr. Johnston’s services.

The Planning Department currently has an abatement budget of \$5,000. Staff may need to request a budget amendment for any difference above the department’s current abatement budget.

As of 8/26/2026, the dilapidated manufactured home and abandoned vehicle that were part of the abatement order have been removed by the property owner. Other elements of the violation remain, including a dilapidated shed, garbage, and other nuisance violations. Staff will request a new assessment from the abatement contractor which may negate the need for a budget amendment.

FISCAL IMPACT:

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

CONTRACTS/AGREEMENTS:

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

ADVISORY BOARD RECOMMENDATION:

NA

STAFF'S RECOMMENDATION: Staff recommends Board approval to contract with Ron Johnston Complete Remodeling to remove violations at the subject property, if necessary.

FINANCE RECOMMENDATION: NA

ATTACHMENTS:

1. Contractor's Quote
2. Current Violation Images (As of 8/27/2026)
3. Ron Johnston Proposed Abatement Contract

ACTION OF THE BOARD OF ALDERMEN

APPROVED:

☐

ATTEST:

CLERK TO THE BOARD

DENIED:

☐

**DEFERRED
UNTIL:**

SIGNATURE

OTHER:

996 Village Point Rd
Shallotte, NC 28470
Tel: (910) 754-3331
Fully Insured Certificate Upon Request
NC Building Contractor Lic # 53253

YOUR PROPOSAL:

08/10/26

Attention: Brandon Eaton
Location: 110 Cheers St.
Shallotte
Tel: (910)754-7032 X1014
Email: Beaton@tosgov.org
Cell:

NC

28470



We are pleased to be able to quote the following job per your request:

Job Number: 46247

For Project: 46247 TOS 4479 Main St.

Description: Scope of Work

We propose to perform the demolition and complete cleanup of the following structures and areas: 4479 Main st
Shallotte NC

Demolition

Tear down and remove one single-wide office trailer.

Tear down and remove one wooden garage.

Haul off all demolition debris and materials from the site.

Remove all trash and debris from the property, including debris located along the edge of the woods.

Site Cleanup

Remove all remaining trash and loose debris from the work area and site.

The entire work area will be machine-cleaned upon completion.

All existing concrete and asphalt will remain in place and will not be removed.

Permits & Utilities

We will contact Brunswick Electric Membership Corporation (BEMC) as required regarding the demolition work and utilities.

We will contact Brunswick County Planning and obtain the required demolition permit.

We will handle all required permit-related arrangements for the demolition.

Debris & Disposal

All demolition debris and trash will be hauled off-site.

We will be responsible for all applicable dump and disposal fees.

Safety & Site Protection

The work area will be properly roped off during the demolition and cleanup process.

A portable Porta-Potty will be provided and maintained on-site for the duration of the work.

Upon completion, the site will be left clean and free of demolition debris and trash, with the existing concrete and asphalt remaining in place.

Proposed Cost: **\$9,300.00**

Price includes all material and labor unless specified otherwise

No additional work will be perform until a signed proposal is obtained.
All Additional proposal will be paid upon completion of Said proposal.

Tentative Start: Seven days after approved

Estimated Completion: Two weeks

Terms: 40% Up front 60% When completed.

Comments: Insurance certificates upon request.

*Thank you for the opportunity to provide this Quote.
Please contact me at the above number if you have any questions.*

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workers compensation and general liability insurance.

If you should require job references, please let us know.

8/15/2026

(Quote date plus 10 days)

Accepted

Brandon Eaton

Date:

Sincerely,

Ron Johnston

Ron Johnston C NC Lic # 53253





**BRUNSWICK COUNTY
NORTH CAROLINA**

AGREEMENT FOR SERVICES

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into by and between The Town of Shallotte, a body politic and corporate of the State of North Carolina, (hereinafter referred to as the “Town”), party of the first part, and that Ron Johnston DBA Ron Johnston Complete Remodeling & Clear View Lot Clearing (hereinafter referred to as the “Provider”), party of the second part;

Whereas, the Town of Shallotte wishes to engage the services of Provider to undertake services as set forth herein and desire to reduce the terms of this Agreement to writing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed upon by the parties, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

WITNESSETH:

1. SERVICES; FEES

The services to be performed under this Agreement (hereinafter referred to collectively as “Services”) are set forth in Exhibit A attached hereto and incorporated herein.

2. TERM OF AGREEMENT; TERMINATION

- (1) *Term.* The term of this Agreement begins on the date it is executed by both parties and is valid through December 30, 2026 unless sooner terminated as provided herein.
- (2) *Termination.* The parties may terminate this Agreement at any time without cause by giving thirty days’ written notice to the other party. As soon as practicable after receipt of a written notice of termination, the Provider shall submit a statement to the Town showing in detail the work performed under this Agreement through the effective date of termination.

3. COMPENSATION

Provider shall be paid the quoted amount within 30 days after the receipt of an approved invoice.

4. INDEPENDENT CONTRACTOR

Both the Town and the Provider agree that the Provider shall act as an independent contractor. The Provider represents that it has or will secure, at its own expense, all personnel required in

performing the Services under this Agreement. Accordingly, the Provider shall be responsible for payment of all federal, state, and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. The Provider shall not be entitled to participate in any plans, arrangements, or distributions by the Town pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to Town employees.

In the event the Internal Revenue Service should determine that the Provider is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then the Provider hereby acknowledges that all payments hereunder are gross payments, and the Provider is responsible for all income taxes and social security payments thereon.

5. PROVIDER REPRESENTATIONS

- (1) The Provider is a duly organized entity qualified to do business and in good standing under the laws of the State of North Carolina;
- (2) The Provider has all requisite power and authority to execute, deliver and perform its obligations under this Agreement;
- (3) No approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by it in order for the Provider to enter into and perform its obligations under this Agreement;
- (4) In connection with the Provider's obligations under this Agreement, it shall comply with all applicable federal, state, and local laws and regulations and shall obtain all applicable permits and licenses;
- (5) The Provider shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;
- (6) The Provider will perform all Services in conformity with the specifications and requirements of this Agreement;
- (7) The Provider shall exercise reasonable care and diligence when performing the Services hereunder and will ensure that it adheres to the generally accepted standards in the industry when performing said Services; and
- (8) The Provider acknowledges that if any specific licenses, certifications, or related credentials are required in its performance of the Services, it will ensure that such credentials remain current and active and not in a state of suspension or revocation.

6. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

The Provider hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.80 *et seq.*

7. DEBARMENT

The Provider hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. The Provider must notify the Town within thirty (30) days if debarred by any governmental entity during this Agreement.

8. INDEMNIFICATION

The Provider shall defend, indemnify and hold harmless the Town, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against the Town or which the Town must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of the Provider, its employees or agents. The Provider shall be fully responsible to the Town for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

9. INSURANCE

The Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability with a total limit not less than \$1,000.00.00 and Commercial Automobile Liability required by the Town with limits acceptable to the Town. All insurance policies shall be endorsed, specifically or generally, to include the Town as an additional insured and as a certificate holder. The Provider shall furnish Town a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by the Town. The coverage shall contain no special limitations on the scope of protection afforded Town, its officers, agents, or employees.

10. WORKERS' COMPENSATION

To the extent required by law, the Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event the Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling the Provider's obligations under this Agreement.

The Provider agrees to furnish the Town proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

11. REMEDIES

- (1) *Right to Withhold Payment.* The Town reserves the right to withhold any portion, or all, of a scheduled payment if the Provider fails to perform under this Agreement until such breach has been fully cured.
- (2) *Setoff.* Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.
- (3) *Other Remedies.* Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.

12. TAXES

The Provider shall be solely responsible for paying all taxes, fees, assessments, and premiums of any kind payable on its employees and operations.

13. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, the Provider understands that it is a requirement of this Agreement that the Provider and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, the Provider agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and the Provider shall require its subcontractors to do the same. Upon request, the Provider agrees to provide the Town with an affidavit of compliance or exemption.

14. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void.

15. GOVERNING LAW AND VENUE

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County, North Carolina. The provisions of this action shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to the provision of this section.

16. DISPUTE RESOLUTION

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

17. GOVERNMENTAL IMMUNITY

The Town, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

18. ENTIRE AGREEMENT

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

19. HEADINGS

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

20. SEVERABILITY

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

21. AMENDMENTS

No amendments or modifications to this Agreement shall be valid unless in writing and signed by authorized agents of both the Provider and the Town.

22. NOTICES

Notices. All notices, reports, and other communications given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given upon delivery if delivered by hand (against receipt for same), electronic mail, or mailed by certified mail with a return receipt to the intended addressee at the address set forth below. Notice sent by hand delivery or electronic mail shall be effective upon delivery and notice by certified mail shall be effective upon the date of delivery as indicated on the return receipt.

Ron Johnston DBA Ron Johnston Complete Remodeling & Clear View Lot Clearing:

Ron Johnston
996 Village Point Road
Shallotte, NC 28470

Town: Assistant Town Manager
Town of Shallotte
106 Cheers Street
Shallotte, NC 28470

23. SIGNATURES

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

Town of Shallotte

By: _____

Printed Name: Art Dornfield

Title: Mayor

Date: _____

Ron Johnston DBA Ron Johnston Complete
Remodeling & Clear View Lot Clearing

Date: _____

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

Isaac Norris Finance Director
Shallotte, North Carolina

Date: _____

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

I, _____, Notary Public for said State and County, certify that Art Dornfield came before me this day and acknowledged that he is the Mayor of the TOWN OF SHALLOTTE, a North Carolina municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument was signed in its name by him as its Mayor.

Witness my hand and notarial seal, this the _____ day of _____, 2026.

_____, Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, Notary Public for said State and County, certify that Ron Johnston, individually and DBA Ron Johnston Complete Remodeling & Clear View Lot Clearing personally came before me this day and acknowledged the due and voluntary execution of the foregoing instrument for the purposes therein set forth and in the capacity indicated.

Witness my hand and notarial seal, this the _____ day of _____, 2026.

_____, Notary Public

My commission expires: _____

EXHIBIT “A”

SERVICES TO BE PERFORMED

Public Works Monthly Report

August 2026

To: Board of Aldermen

From: Dan Formyduval, Director of Public Services

Sewer

- Responded to **13** sewer calls during the day and **13** after hours.
- Randomly inspected **38** pressure sewer services.
- Replaced **1** sewer control panel.
- Performed weekly mainline sewer lift station cleanings and inspections.
- Installed **12** new residential pressure sewer services.
- Replaced two auto dialers at lift stations.
- Assisted NCODOT with two force main cutovers for the Hwy 17 project.

Parks & Streets

- Continued finishing remaining tasks for Price Landing (removal of remaining silt fence, hydroseeding, etc).
- Hydroseeding of potholed areas of utility locating.
- Cleaned erosion from storm drainage at Summer's Walk.

Construction & Engineering

- Responded to **1112** NC811 locate tickets in the last 60 days.

- Conducted a pre construction meeting with subcontractors for FOCUS broadband for future fiber optic overbuild work for Bluff, Mintz, and Lightwood Ln.
- Conducted pre construction meeting for Bay Rd Landing utilities.

Fleet Maintenance

- Replaced hydraulic pump on 337 excavator.
- Completed 2 repairs and services on Fire vehicles.
- Completed 5 services and repairs for the Police department.
- Completed 9 services and repairs for Public Services equipment and vehicles.



Town of Shallotte Board of Aldermen
ACTION AGENDA ITEM
2026

TO: Board of Aldermen

FROM: Kirstie White

ACTION ITEM #: _____

MEETING DATE: _____

DATE SUBMITTED: _____

ISSUE/ACTION REQUESTED:

Customers have requested an adjustment to their sewer bill due to a leak.

PUBLIC HEARING:

☐ YES

☐ NO

BACKGROUND/PURPOSE OF REQUEST:

Mega Wash Shallotte LLC (4602 Main St) – Customer had 2 leaks around the same time. According to customer's paperwork, there was a leak inside their equipment room and another leak at the dog wash outside. Usage for the May billing was 327,900 gallons. Usage for the July billing was 160,300 gallons. Customer's average usage is 89,616 gallons. Requesting adjustment to bring the bills down to the customer's average sewer usage. The total bill amount for the May & July bills is \$8,616.98. The amount of the adjustment would be \$5,496.05, bringing the bills down to \$3,120.93.

FISCAL IMPACT:

BUDGET AMENDMENT REQUIRED:

☐ YES

☐ NO

CAPITAL PROJECT ORDINANCE REQUIRED:

☐ YES

☐ NO

PRE-AUDIT CERTIFICATION REQUIRED:

☐ YES

☐ NO

REVIEWED BY DIRECTOR OF FISCAL OPERATIONS

☐ YES

☐ NO

CONTRACTS/AGREEMENTS:

REVIEWED BY TOWN ATTORNEY:

☐ YES

☐ NO

☐ N/A

ADVISORY BOARD RECOMMENDATION:

TOWN ADMINISTRATOR'S RECOMMENDATION: Recommend approval as this is consistent with Town Policy on sewer leaks. – MOG

FINANCE RECOMMENDATION:

ATTACHMENTS:

1. Mega Wash: Adjustment application, picture, receipts for parts purchased & calculations
- 2.
- 3.

ACTION OF THE BOARD OF ALDERMEN

APPROVED:

☐

DENIED:

☐

ATTEST:

CLERK TO THE BOARD

**DEFERRED
UNTIL:**

SIGNATURE

OTHER:

Jun 09 2026
2:08P

Town of Shallotte Adjustment Application

May: -4,131.85
July: -1,364.20
-5,496.05

If you have filled a pool from your irrigation meter, there is no need to complete this application.

If you had a leak, attach a copy of the plumbing repair bill or a copy of the receipts for any parts purchased to repair the leak. There is a chance that if this is not provided, an adjustment may not be granted.

Adjustments **will not** be approved for bills that are higher than normal without proof that a leak has been fixed.

Name: Megawach shallotte llc

Sewer Bill Account Number: 102985000 98

Service Address (or Physical Address): 4602 Main St Shallotte

Telephone Number: 910.443.6424

Reason for requesting adjustment (pool fill, water leak from broken pipe outside, etc.): 2 leaks/issues

1. 1.17 - broken pipe inside equip. room (1.5" line) picture attached shows broken pipe that was repaired
2. on/around 1st feb., broken line at dog wash from frozen part outside of building - several days before we discovered

If filling a pool, what date(s) was the pool filled: —

If filling a pool, how many gallons does your pool hold? —

If this was a leak, what date was the leak fixed? 1.17.26 and 2.5.2026

If this was a leak, where was the leak located? 1.5" line in equip. room / external dog wash

Do you have a plumbing repair bill or receipts for parts purchased to repair the leak? ☒ Yes ☐ No

If no, why are receipts not available? PAID receipt a credit card transack included, laser repairs from in house technicians. Adjustments being made by brunswick co. public uti.

Applicant's Signature [Signature]

Date 6-9-26

The following is for office use only:

Estimated average consumption: 89,616 gals

Estimated average bill amount: \$1,472.64

Current consumption: May: 327,900 gals. July: 160,300 gals. Sept: 68,300 gals

Current bill amount: May: \$5604.49 July: \$3,012.49

Notes:

Town Manager

Date



Outlook

Megawash Shallotte LLC 4602 Main St acct# 102985000 98 2 leaks adjustment application

From Parkie Stewardson <admin@secofconstruction.com>

Date Tue 6/9/2026 12:54 PM

To Support Services <support@tosgov.org>

Cc Parkie Stewardson <admin@secofconstruction.com>

 1 attachment (3 MB)

20260609130821285.pdf;

Good Afternoon!

Hope you are doing well!

See attached application for sewer adjustment for 2 separate leaks that occurred back in January and February. I've also enclosed a picture of one of the leaks/repairs and the credit card transactions with 2 charges to Shallotte Electric Stores.

Please let me know if you have any questions.

Thank you!

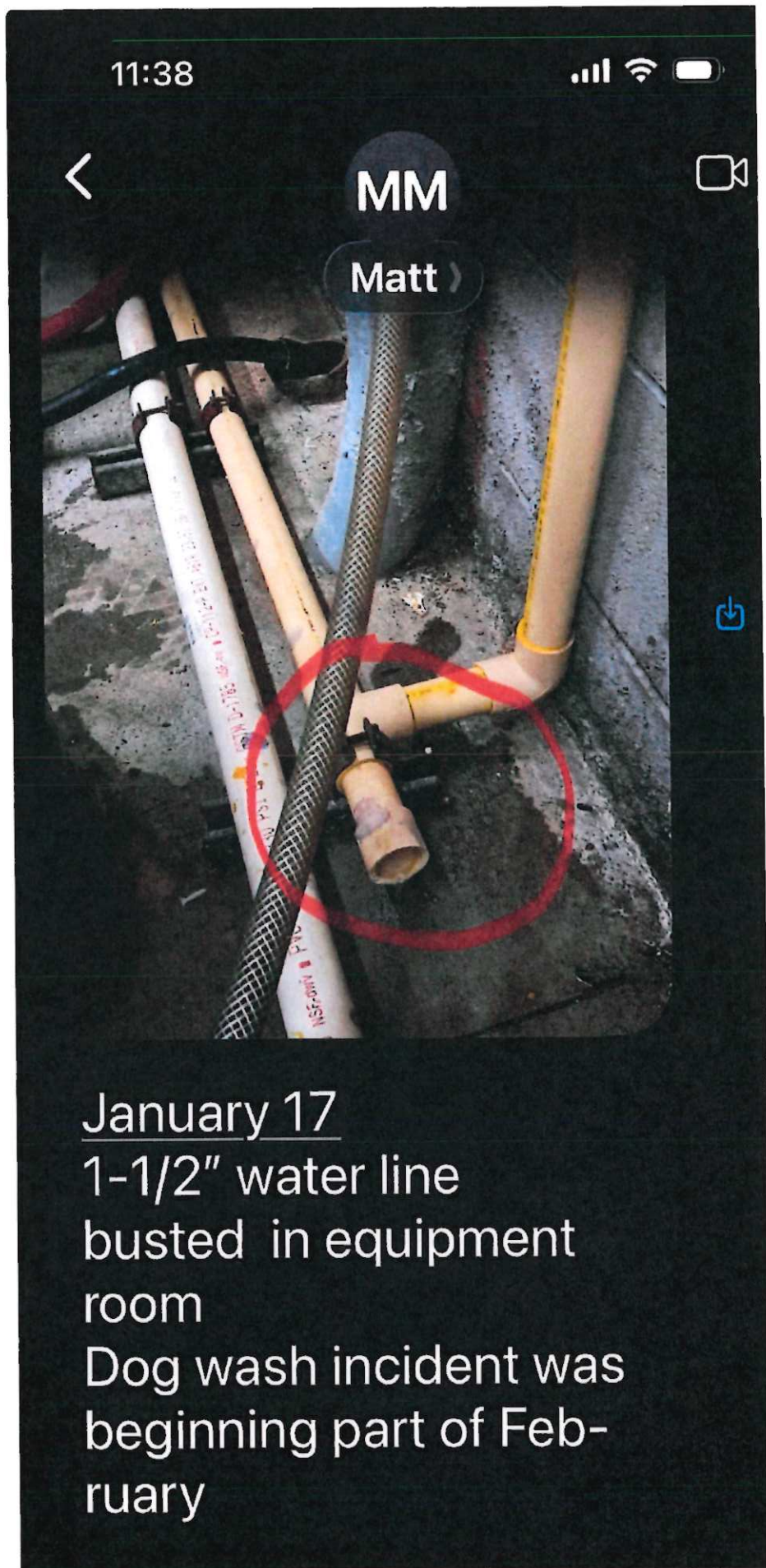
Parkie

910.458.5605

Parkie Stewardson

1202 N. Lake Park Blvd

Carolina Beach NC 28428



January 17

1-1/2" water line
busted in equipment
room

Dog wash incident was
beginning part of Feb-
ruary

Account Details for SECOF LLC (404601*****7175)

PRINT

Statement Cycle: 2/18/2026

LONGLEY SUPPLY WILMINGTON

\$4.44

Posted: 1/20/2026
 Occurred: 1/19/2026
 Location As Per Statement:
 WILMINGTON NC 28403

MCC: 5251
 MCC Description: HARDWARE STORES
 Account Applied To: Corporate

Original Amount: 4.44
 Currency Desc: US Dollar (840)
 Conversion Rate: 1.000000000
 Billed Amount: 4.44

HARBOR FREIGHT TOOLS 220

\$8.54

Posted: 1/20/2026
 Occurred: 1/19/2026
 Location As Per Statement:
 WILMINGTON NC 28412

MCC: 5999
 MCC Description: MISCELLANEOUS AND RETAIL STORES
 Account Applied To: Corporate

Original Amount: 8.54
 Currency Desc: US Dollar (840)
 Conversion Rate: 1.000000000
 Billed Amount: 8.54

GOGAS 5

\$60.97

Posted: 1/21/2026
 Occurred: 1/19/2026
 Location As Per Statement:
 LELAND NC 28451

MCC: 5542
 MCC Description: AUTOMATED FUEL DISPENSERS
 Account Applied To: Corporate

Original Amount: 60.97
 Currency Desc: US Dollar (840)
 Conversion Rate: 1.000000000
 Billed Amount: 60.97

SHALLOTTE CAR WASH

\$8.00

Posted: 1/21/2026
 Occurred: 1/19/2026
 Location As Per Statement:
 SHALLOTTE NC 28470

MCC: 7542
 MCC Description: CAR WASHES
 Account Applied To: Corporate

Original Amount: 8.00
 Currency Desc: US Dollar (840)
 Conversion Rate: 1.000000000
 Billed Amount: 8.00

Johnstone Supply Company

\$23.78

Posted: 1/21/2026
 Occurred: 1/20/2026
 Location As Per Statement:
 WILMINGTON NC 28403

MCC: 5074
 MCC Description: PLUMBING & HEATING EQUIPMENT AND
 SUPPLIES
 Account Applied To: Corporate

Original Amount: 23.78
 Currency Desc: US Dollar (840)
 Conversion Rate: 1.000000000
 Billed Amount: 23.78

TRACTOR SUPPLY #2561

\$74.16

Posted: 1/23/2026
 Occurred: 1/22/2026
 Location As Per Statement:
 HAMPSTEAD NC 28443

MCC: 5599
 MCC Description: MISCELLANEOUS AUTOMOTIVE DEALERS
 Account Applied To: Corporate

Original Amount: 74.16
 Currency Desc: US Dollar (840)
 Conversion Rate: 1.000000000
 Billed Amount: 74.16

1034 - CAR WASH 8

\$12.00

Posted: 1/25/2026
 Occurred: 1/22/2026
 Location As Per Statement:
 SNEADS FERRY NC 28460

MCC: 7542
 MCC Description: CAR WASHES
 Account Applied To: Corporate

Original Amount: 12.00
 Currency Desc: US Dollar (840)
 Conversion Rate: 1.000000000
 Billed Amount: 12.00

KLEEN RITE CORP

\$535.42

Posted: 1/25/2026
 Occurred: 1/23/2026
 Location As Per Statement:
 800-233-3873 PA 17512

MCC: 5046
 MCC Description: COMMERCIAL EQUIPMENT, NOT ELSEWHERE
 CLASSIFIED
 Account Applied To: Corporate

Original Amount: 535.42
 Currency Desc: US Dollar (840)
 Conversion Rate: 1.000000000
 Billed Amount: 535.42

O'REILLY 4760

\$13.89

Posted: 1/25/2026
 Occurred: 1/23/2026
 Location As Per Statement:
 WILMINGTON NC 28412

MCC: 5533
 MCC Description: AUTOMOTIVE PARTS, ACCESSORIES STORES
 Account Applied To: Corporate

Original Amount: 13.89
 Currency Desc: US Dollar (840)
 Conversion Rate: 1.000000000
 Billed Amount: 13.89

Johnstone Supply Company

\$35.66

Posted: 1/25/2026
 Occurred: 1/23/2026
 Location As Per Statement:
 WILMINGTON NC 28403

MCC: 5074
 MCC Description: PLUMBING & HEATING EQUIPMENT AND
 SUPPLIES
 Account Applied To: Corporate

Original Amount: 35.66
 Currency Desc: US Dollar (840)
 Conversion Rate: 1.000000000
 Billed Amount: 35.66

GOGAS 10

\$58.21

Posted: 1/25/2026
 Occurred: 1/23/2026
 Location As Per Statement:
 WILMINGTON NC 28412

MCC: 5542
 MCC Description: AUTOMATED FUEL DISPENSERS
 Account Applied To: Corporate

Original Amount: 58.21
 Currency Desc: US Dollar (840)
 Conversion Rate: 1.000000000
 Billed Amount: 58.21

ISLAND TACKLE AND HARDWAR

\$21.87

Posted: 1/27/2026
 Occurred: 1/25/2026
 Location As Per Statement:
 CAROLINA BEAC NC 28428

MCC: 5039
 MCC Description: CONSTRUCTION MATERIALS
 Account Applied To: Corporate

Original Amount: 21.87
 Currency Desc: US Dollar (840)
 Conversion Rate: 1.000000000
 Billed Amount: 21.87

SHALLOTTE ELECTRIC STORES

\$12.48

Posted: 1/29/2026
 Occurred: 1/28/2026
 Location As Per Statement:
 SHALLOTTE NC 28470

MCC: 5251
 MCC Description: HARDWARE STORES
 Account Applied To: Corporate

Original Amount: 12.48
 Currency Desc: US Dollar (840)
 Conversion Rate: 1.000000000
 Billed Amount: 12.48

THE HOME DEPOT #3648

\$26.34

Posted: 1/30/2026
 Occurred: 1/28/2026
 Location As Per Statement:
 SHALLOTTE NC 28470

MCC: 5200
 MCC Description: HOME SUPPLY WAREHOUSE STORES
 Account Applied To: Corporate

Original Amount: 26.34
 Currency Desc: US Dollar (840)
 Conversion Rate: 1.000000000
 Billed Amount: 26.34

THE HOME DEPOT #3648

\$18.02

Posted: 1/30/2026
 Occurred: 1/28/2026
 Location As Per Statement:
 SHALLOTTE NC 28470

MCC: 5200
 MCC Description: HOME SUPPLY WAREHOUSE STORES
 Account Applied To: Corporate

Original Amount: 18.02
 Currency Desc: US Dollar (840)
 Conversion Rate: 1.000000000
 Billed Amount: 18.02

HARRIS TEETER FUEL #264

\$69.53

Posted: 1/30/2026
 Occurred: 1/29/2026
 Location As Per Statement:
 WILMINGTON NC 28412

MCC: 5542
 MCC Description: AUTOMATED FUEL DISPENSERS
 Account Applied To: Corporate

Original Amount: 69.53
 Currency Desc: US Dollar (840)
 Conversion Rate: 1.000000000
 Billed Amount: 69.53

THE HOME DEPOT #3648

(\$17.04)

Posted: 1/30/2026
 Occurred: 1/28/2026
 Location As Per Statement:
 SHALLOTTE NC 28470

MCC: 5200
 MCC Description: HOME SUPPLY WAREHOUSE STORES
 Account Applied To: Corporate

Original Amount: (17.04)
 Currency Desc: US Dollar (840)
 Conversion Rate: 1.000000000
 Billed Amount: (17.04)

COASTAL CAROLINA 5201

\$8.00

Posted: 2/4/2026
 Occurred: 2/2/2026
 Location As Per Statement:
 WILMINGTON NC 28403

MCC: 7542
 MCC Description: CAR WASHES
 Account Applied To: Corporate

Original Amount: 8.00
 Currency Desc: US Dollar (840)
 Conversion Rate: 1.000000000
 Billed Amount: 8.00

PORT CITY PLUMBING SUPPLY

\$3.81

Posted: 2/4/2026
 Occurred: 2/3/2026
 Location As Per Statement:
 WILMINGTON NC 28405

MCC: 5251
 MCC Description: HARDWARE STORES
 Account Applied To: Corporate

Original Amount: 3.81
 Currency Desc: US Dollar (840)
 Conversion Rate: 1.000000000
 Billed Amount: 3.81

IN *K9000 DOG WASH USA LL

\$208.60

Posted: 2/5/2026
 Occurred: 2/4/2026
 Location As Per Statement:
 910-3711700 NC 28451

MCC: 5995
 MCC Description: PET SHOPS-PET FOOD AND SUPPLY STORES
 Account Applied To: Corporate

Original Amount: 208.60
 Currency Desc: US Dollar (840)
 Conversion Rate: 1.000000000
 Billed Amount: 208.60

SHALLOTTE ELECTRIC STORES

\$72.79

Posted: 2/5/2026
 Occurred: 2/4/2026
 Location As Per Statement:
 SHALLOTTE NC 28470

MCC: 5251
 MCC Description: HARDWARE STORES
 Account Applied To: Corporate

Original Amount: 72.79
 Currency Desc: US Dollar (840)
 Conversion Rate: 1.000000000
 Billed Amount: 72.79

O'REILLY 6582

\$299.50

Posted: 2/5/2026
 Occurred: 2/4/2026
 Location As Per Statement:
 CAROLINA BEAC NC 28428

MCC: 5533
 MCC Description: AUTOMOTIVE PARTS, ACCESSORIES STORES
 Account Applied To: Corporate

Original Amount: 299.50
 Currency Desc: US Dollar (840)
 Conversion Rate: 1.000000000
 Billed Amount: 299.50

GOGAS 10

\$50.18

Posted: 2/6/2026
 Occurred: 2/4/2026
 Location As Per Statement:
 WILMINGTON NC 28412

MCC: 5542
 MCC Description: AUTOMATED FUEL DISPENSERS
 Account Applied To: Corporate

Original Amount: 50.18
 Currency Desc: US Dollar (840)
 Conversion Rate: 1.000000000
 Billed Amount: 50.18

THE HOME DEPOT #3648

\$12.77

Posted: 2/6/2026
 Occurred: 2/4/2026
 Location As Per Statement:
 SHALLOTTE NC 28470

MCC: 5200
 MCC Description: HOME SUPPLY WAREHOUSE STORES
 Account Applied To: Corporate

Original Amount: 12.77
 Currency Desc: US Dollar (840)
 Conversion Rate: 1.000000000
 Billed Amount: 12.77

HANOVER ELECTRIC MOTOR SE

\$17.66

Posted: 2/6/2026
 Occurred: 2/5/2026
 Location As Per Statement:
 WILMINGTON NC 28401

MCC: 7699
 MCC Description: MISCELLANEOUS REPAIR SHOPS AND
 RELATED SERVICES
 Account Applied To: Corporate

Original Amount: 17.66
 Currency Desc: US Dollar (840)
 Conversion Rate: 1.000000000
 Billed Amount: 17.66

Adobe Inc

\$21.39

Posted: 2/8/2026
 Occurred: 2/7/2026
 Location As Per Statement:
 800-8336687 CA 95110

MCC: 5734
 MCC Description: COMPUTER SOFTWARE STORES
 Account Applied To: Corporate

Original Amount: 21.39
 Currency Desc: US Dollar (840)
 Conversion Rate: 1.000000000
 Billed Amount: 21.39

Kirstie White

Subject: FW: Mega Wash

From: Daniel Formyduval <dformyduval@tosgov.org>
Sent: Tuesday, August 11, 2026 9:09 AM
To: Kirstie White <kwhite@tosgov.org>; Maria Gaither <mgaither@tosgov.org>
Subject: RE: Mega Wash

Kirstie,

I was finally able to get in touch with the maintenance crew for Megawash. I can confirm that the sewer leak did not go through the sewer utility. Apparently the water supply line for the dog wash that sits outside the building at the front froze on one of the really cold days that we had. When it busted the water ran out across the sidewalk / parking lot.

Dan

From: Kirstie White <kwhite@tosgov.org>
Sent: Tuesday, July 7, 2026 11:31 AM
To: Daniel Formyduval <dformyduval@tosgov.org>; Maria Gaither <mgaither@tosgov.org>
Subject: Mega Wash

Hey Dan,

For Mega Wash (4602 Main St), did you find out if the leak that they had would have gone into the sewer system? (You mentioned that you would check for a floor drain in their equipment room.)

Their paperwork is attached, if you need any information from it.

Thanks,



Kirstie A White
Utilities Billing Officer

Phone: (910) 754-4032 **Fax:** (910) 754-2740

Mailing Address: PO Box 2287, Shallotte, NC 28459

Web: www.townofshallotte.org

Mega Wash Shallotte
1029850 98 – 4602 Main St

Average usage: 89,616 gallons

Sewer: Regular Rate for avg usage

May 2026

Average Usage:	89,616 gallons	Price: \$1,472.64
Total Sewer Usage:	<u>-327,900 gallons</u>	
Overage:	-238,284 gallons	Consumption Adjustment
	1,472.64	Sewer Charge for Average Usage
	<u>-5,604.49</u>	Original Sewer Charge
	-4,131.85	Sewer Adjustment

May Adjustment: -4,131.85

July 2026 (Rate Increase)

Average Usage:	89,616 gallons	Price: \$1,648.29
Total Sewer Usage:	<u>-160,300 gallons</u>	
Overage:	-70,684 gallons	Consumption Adjustment
	1,648.29	Sewer Charge for Average Usage
	<u>-3,012.49</u>	Original Sewer Charge
	-1,364.20	Sewer Adjustment

July Adjustment: -1,364.20

Total Adjustment (May & July Bills): -5,496.05



Town of Shallotte Board of Aldermen
ACTION AGENDA ITEM
2026

TO: Board of Aldermen

FROM: Kirstie White

ACTION ITEM #: _____

MEETING DATE: _____

DATE SUBMITTED: _____

ISSUE/ACTION REQUESTED:

Owner of the building is requesting an adjustment due to a plumbing issue.

PUBLIC HEARING: ☐ YES ☐ NO

BACKGROUND/PURPOSE OF REQUEST:

ILM Rentals LLC/Alison Riso (628 Village Rd Apartment 104) – The landlord of this building (ILM Rentals) is requesting an adjustment due to a plumbing issue on the inside of the building. They are saying that this unit's plumbing was tied into the plumbing for apartment 103. We have previously heard of this type of internal plumbing issue with the buildings for this apartment complex. On 2/5/24, the meter for apartment 103 was disconnected by Brunswick County in behalf of the Town of Shallotte due to the sewer bill not being paid. According to the landlord, the tenant in apartment 103 was still living there and had access to water even though that meter had been disconnected. The reading information that we received from Brunswick County Public Utilities showed that the meter for apartment 103 did not move from 2/5/24. According to correspondence, the landlord of the building requested Brunswick County to put the water service for apartment 103 back into their name due to the same tenant moving out of that apartment on 3/10/26 (2 years after the disconnection happened). Ms. Riso has been living in apartment 104 since 2008. We have a note from 2011 on her account, that said she "thinks that her unit is tied in with another unit. Said she has talked to her landlord". It is my thought that this was a previous landlord, not the current one. The landlord has included copies of repair bills for these 2 units, most of which are toilet/dishwasher/shower repair bills. We do not really have any repair bill from the landlord stating that the internal plumbing mix up between apartments has been repaired. We also have a note on a different unit (apartment 204, from the year 2007) that mentions this same type of issue and that the customer at the time was told to contact her landlord about the problem.

It does appear that a couple of the times that Ms. Riso's usage increased, we would receive an adjustment application/plumbing repair bill for a toilet leak being fixed and adjustments were made to her account. Her most recent adjustment for a toilet leak was for the January-March 2026 billings.

FISCAL IMPACT:

BUDGET AMENDMENT REQUIRED:

☐ YES ☐ NO

CAPITAL PROJECT ORDINANCE REQUIRED:

☐ YES ☐ NO

PRE-AUDIT CERTIFICATION REQUIRED:

☐ YES ☐ NO

REVIEWED BY DIRECTOR OF FISCAL OPERATIONS

☐ YES ☐ NO

CONTRACTS/AGREEMENTS:

REVIEWED BY TOWN ATTORNEY:

☐ YES ☐ NO ☐ N/A

ADVISORY BOARD RECOMMENDATION:

TOWN ADMINISTRATOR'S RECOMMENDATION: Based on the information that the Town has on these apartments, denial is recommended – MOG

FINANCE RECOMMENDATION:

ATTACHMENTS:

1. Town-County Correspondence regarding Apartment 103
2. Notes from 2 separate customer's accounts
3. Landlord's letter and additional information

ACTION OF THE BOARD OF ALDERMEN

APPROVED:

☐

ATTEST:

CLERK TO THE BOARD

DENIED:

☐

DEFERRED

UNTIL:

SIGNATURE

OTHER:

kirstiewhite@atmc.net

From: Kristine Wagner <kristine.wagner@brunswickcountync.gov>
Sent: Tuesday, March 12, 2024 1:07 PM
To: kirstiewhite@atmc.net
Cc: Anna Woodard; Becky King
Subject: RE: Disconnect Info

Importance: High

4334 Jones Street – they actually owe us a large balance, so they will be disconnected sometime this week for us.. I will require that they contact you as well in order to reconnect service.

628 Village Rd Apt 103 was disconnected 2/7/24 per Town of Shallotte, still disconnected.

4386 Ritz Cir was disconnected 2/5/24 per Town of Shallotte, still disconnected.

4120 Harrison Rd was disconnected 2/5/24 per Town of Shallotte, still disconnected.

I just spoke to Tienda Tropicana – 150 Holden Beach 11 --- they should be paying today. Let me know if they do not.

I put you on the calendar for disconnects for April 15.

Thanks,
 Kristine



Kristine Wagner | Customer Service and Collections Specialist

Brunswick County Utility Billing

3769 Old Ocean Hwy | PO Box 469 | Bolivia, NC 28422

Phone: 910-253-2655 | Fax: 910-253-2669

Email: kristine.wagner@brunswickcountync.gov

Website: www.brunswickcountync.gov

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.

From: kirstiewhite@atmc.net <kirstiewhite@atmc.net>
Sent: Tuesday, March 12, 2024 12:44 PM
To: Kristine Wagner <kristine.wagner@brunswickcountync.gov>
Cc: Anna Woodard <awoodard523@atmc.net>; Becky King <bking@atmc.net>
Subject: Disconnect Info

CAUTION: This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

kirstiewhite@atmc.net

From: awoodard523@atmc.net
Sent: Tuesday, March 17, 2026 4:08 PM
To: Migdalia Towles
Cc: kirstiewhite@atmc.net
Subject: 628 Village Rd Apt 103

Good afternoon,

Wanted to reach out really quick regarding this account. The owner of the property ILM Rentals just called in and requested a reactivation due to the tenant moving out as of 3/10/2026.

Tenant was under the name of Cartier Bruce in which we had asked for disconnection of the service due to nonpayment back in February of 2024 so we have not had an active account for two years.

We have been getting readings which showed no usage. But just threw me for a loop.

By chance is there something wrong with this meter?? Also wanted to double check that there has not been any usage on this account since our last reading from 11/3/2025?

628 Village Rd Apt 103
S:15617558
R:29417

Thank you so much for your time and help.

Anna W

kirstiewhite@atmc.net

Subject: FW: 628 Village Rd Apt 103

From: Migdalia Towles <migdalia.towles@brunswickcountync.gov>

Sent: Tuesday, March 17, 2026 4:54 PM

To: awoodard523@atmc.net

Cc: kirstiewhite@atmc.net

Subject: Re: 628 Village Rd Apt 103

Sorry for the delay. I just send this to Daniel Medina and Stephanie Lloyd.

I don't handle reconnects. However, I just want to give you a quick info.

Customer will have to pay the balance on this account for reconnect. Please read the notes in red.

ACTIVE ACCOUNT 80949-0

[Return To List](#)

CARTIER J BRUCE

628 VILLAGE RD APT 103
SHALLOTTE, NC 28470

Home Phone: (910) 232-6553

Mobile Phone:

Phone: (910) 232-6553

Billing Cycle: Cycle 15

Route: Book 151

Direction Instructions:

Email:

Account Status: Active

Old Acct Num: 2009600.00-82

Owner E-Bill: Not Enrolled

Parcel Number:

Address Type: Residential

Is Rental: No

Important Customer Notes

- CARTIER BRUCE: 2/7/24 Disconnect per Town of Shallotte, needs to pay BCPU too KW
- CARTIER BRUCE: 2/6/26 Meter locked, base fees will need to be fixed when customer restores service KR

Brunswick Utility Billing

[Edit Account Billing Groups](#)

General Information

[Edit](#)

Units: 1

Exclude Billing: No

Exclude Interest: No

Exclude Penalty: No

Exclude Notice: No

Exclude Lien: No

Suspended Action Code:

Transactions

[View More](#)

Date	Type	Batch Source	Due Date	Total	Balance
03/02/2026	Bill		03/23/2026	12.39	715.53
02/26/2026	Penalty		03/23/2026	1.60	703.14
02/02/2026	Bill		02/23/2026	16.00	701.54
01/28/2026	Adjust Disconnect		01/28/2026	70.00	685.54
01/26/2026	Penalty		02/23/2026	1.60	615.54

Section VI, Item 4.

The theory of this apartment is that the pipes are somehow connected to another unit as well. The meter therefore registers part of what the other unit uses. Lady was told to contact the landlord regarding this problem.

Apartment 104 (Account for which the landlord is requesting this adjustment)

Per Anna, Ms. Riso thinks that her unit is tied in with another unit. Said she has talked to her landlord.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery. There is no handwriting or other markings on the page.

Whitney Cain
ILM Rentals LLC
3904 Oleander Drive Suite 200
Wilmington, NC 28403
(910) 574-8785
whitney@cfregroup.com

May 21, 2026

Board of Commissioners
Town of Shallotte / Brunswick County Public Utilities

RE: Request for Review and Relief Regarding Crossed Water Service Lines – Units 103 & 104

To Whom It May Concern:

I am writing to formally request review and consideration regarding a water service issue involving two apartment units located at:

628 Village Road SW, Shallotte, NC 28470

The issue concerns Units 103 and 104, which appear to have had crossed or improperly connected water service lines resulting in inaccurate billing and substantial expenses.

Unit 103 has its water service disconnected by the utility in February 2024 due to nonpayment. Management was unaware of the shutoff at the time, and the tenant continued occupying the unit until vacating the property in March 2026 without providing notice to management.

It was only after the tenant vacated the unit and management attempted to transfer the utilities back into the property owner's name that we became aware of the water service for Unit 103 had previously been disconnected. Upon learning this information, we immediately began investigating the matter further.

During this same timeframe, the tenant in Unit 104 experienced unusually high water and sewer bills with no corresponding change in occupancy or usage patterns. After investigating the matter and consulting with plumbing professionals, it appears the units may have had crossed water service lines or an improper connection causing water consumption associated with Unit 103 to be billed through Unit 104.

As a result of this issue, substantial costs have been incurred, including:

- Excessive water and sewer charges billed to Unit 104
- Plumbing investigation and repair expenses totaling \$1,364.69

I have spoken with representatives from Brunswick County and the Town of Shallotte, both of whom advised me to submit this matter to the board for formal review along with supporting documentation.

Attached for your consideration are copies of:

1. Plumbing invoices totaling \$1,364.69
2. Water and sewer billing records for Units 103 and 104
3. Documentation showing the shutoff status for Unit 103 beginning February 2024

Given the circumstances, I respectfully request that the board review this situation and consider appropriate relief, including adjustment or reimbursement of charges associated with the inaccurate billing caused by the crossed service lines.

I appreciate your time and attention to this matter and am available to provide any additional documentation or information needed during your review.

Sincerely,

Whitney Cain
Property Manager
ILM Rentals LLC

TOWN OF SHALLOTTE

HISTORY LISTING FOR 04/01/2022 - 05/21/2026

Date: 05/21/2026

Time: 10:26:51

2009600.00 82

BRUCE, CARTIER J

FB-DEBIT BAL

Cycle: FB

Start Date: 2/16/2021

628 VILLAGE RD APT 103

TRANSACTION	DATE	SVC	RATE	READING	MTR/CHK	DESCRIPTION	AMOUNT	REFERENCE	USAGE	BALANCE
BEGIN BAL										.00
BILLING	04/01/2022	SA	S01	15617758		Rate: S01	89.43		7720.0000	89.43
BILLING	04/01/2022	WA	W01	15617758		Rate: W01	64.04		7720.0000	153.47
PAYMENT	04/18/2022			6418		VISA ONLINE	153.47	11718		.00
READING	05/05/2022	WA	W01	17464 15617758		TOWN RDG		974		.00
BILLING	06/01/2022	SA	S01	15617758		Rate: S01	119.46		10600.0000	119.46
BILLING	06/01/2022	WA	W01	15617758		Rate: W01	76.38		10600.0000	195.84
PAYMENT	06/20/2022			0258		VISA ONLINE	195.84	11894		.00
READING	07/08/2022	WA	W01	18666 15617758		TOWN RDG		988		.00
BILLING	08/01/2022	SA	S01	15617758		Rate: S01	136.42		12020.0000	136.42
BILLING	08/01/2022	WA	W01	15617758		Rate: W01	83.20		12020.0000	219.62
PAYMENT	08/16/2022			0258		VISA ONLINE	219.62	12063		.00
READING	09/12/2022	WA	W01	19657 15617758		TOWN RDG		1000		.00
BILLING	10/01/2022	SA	S01	15617758		Rate: S01	111.40		9910.0000	111.40
BILLING	10/01/2022	WA	W01	15617758		Rate: W01	73.13		9910.0000	184.53
PAYMENT	10/18/2022			6418		VISA ONLINE	184.53	12232		.00
READING	11/14/2022	WA	W01	20334 15617758		TOWN RDG		1014		.00
BILLING	12/01/2022	SA	S01	15617758		Rate: S01	79.90		6770.0000	79.90
BILLING	12/01/2022	WA	W01	15617758		Rate: W01	60.10		6770.0000	140.00
PAYMENT	12/15/2022			6418		VISA ONLINE	140.00	12387		.00
READING	01/09/2023	WA	W01	21160 15617758		TOWN RDG		1029		.00
BILLING	02/01/2023	SA	S01	15617758		Rate: S01	94.85		8260.0000	94.85
BILLING	02/01/2023	WA	W01	15617758		Rate: W01	66.28		8260.0000	161.13
PAYMENT	02/17/2023			0258		VISA ONLINE	161.13	12573		.00
READING	03/22/2023	WA	W01	22415 15617758		TOWN RDG		1043		.00
BILLING	04/03/2023	SA	S01	15617758		Rate: S01	142.75		12550.0000	142.75
BILLING	04/03/2023	WA	W01	15617758		Rate: W01	85.74		12550.0000	228.49
PAYMENT	04/21/2023			0258		VISA ONLINE	228.49	12754		.00
READING	05/03/2023	SA	S01	23396 15617758		TOWN RDG		1054		.00
ADJUST	06/01/2023					Deposit Applied	-50.00	33714		-50.00
ADJUST	06/01/2023					Deposit Applied	50.00	33715		.00
BILLING	06/12/2023	SA	S01	15617758		Rate: S01	110.39		9810.0000	110.39
ADJUST	06/26/2023					Credit Redist		33730		110.39
PAYMENT	06/30/2023			7000		VISA ONLINE	110.39	12963		.00
READING	07/13/2023	SA	S01	25102 15617758		TOWN RDG		1059		.00
BILLING	08/17/2023	SA	S01	15617758		Rate: S01	213.66		17060.0000	213.66
ADJUST	09/11/2023					Penalty	21.37	33825		235.03
ADJUST	09/19/2023					Door Tag	.00	33845		235.03
ADJUST	09/25/2023					Non-Pymnt Fee	75.00	33849		310.03
PAYMENT	09/26/2023			7000		VISA ONLINE	310.03	13235		.00
READING	09/07/2023	SA	S01	26531 15617758		TOWN RDG		1063		.00
BILLING	10/17/2023	SA	S01	15617758		Rate: S01	177.81		14290.0000	177.81
ADJUST	11/13/2023					Penalty	17.78	43867		195.59
ADJUST	11/17/2023					Door Tag	.00	43876		195.59
PAYMENT	11/22/2023			6058		VISA ONLINE	195.59	13394		.00
READING	11/03/2023	SA	S01	28435 15617758		TOWN RDG		11071		.00
BILLING	12/28/2023	SA	S01	15617758		Rate: S01	239.28		19040.0000	239.28
ADJUST	01/22/2024					Penalty	23.93	163914		263.21
ADJUST	02/05/2024					Non-Pymnt Fee	75.00	193938		338.21
READING	01/03/2024	SA	S01	29229 15617758		TOWN RDG		21074		338.21
BILLING	03/01/2024	SA	S01	15617758		Rate: S01	99.58		7940.0000	437.79
READING	03/03/2024	SA	S01	29417 15617758		TOWN RDG		51075		437.79
READING	02/05/2024	SA	S01	29417 15617758		FINAL RDG		789309		437.79
ADJUST	05/06/2024					Deposit Applied	-50.00	453969		387.79
BILLING	05/06/2024	SA	S01	15617758		Rate: S01	43.58		1880.0000	431.37
READING	05/03/2024	SA	S01	29417 15617758		TOWN RDG		81077		431.37
READING	07/03/2024	SA	S01	29417 15617758		TOWN RDG		111077		431.37
READING	09/03/2024	SA	S01	29417 15617758		TOWN RDG		121084		431.37
READING	11/03/2024	SA	S01	29417 15617758		TOWN RDG		141078		431.37
READING	01/03/2025	SA	S01	29417 15617758		TOWN RDG		181078		431.37
READING	03/03/2025	SA	S01	29417 15617758		TOWN RDG		181083		431.37
READING	05/03/2025	SA	S01	29417 15617758		TOWN RDG		211088		431.37
READING	07/03/2025	SA	S01	29417 15617758		TOWN RDG		221091		431.37
READING	09/03/2025	SA	S01	29417 15617758		TOWN RDG		241092		431.37
READING	11/03/2025	SA	S01	29417 15617758		TOWN RDG		271095		431.37
READING	01/03/2026	SA	S01	29417 15617758		TOWN RDG		301092		431.37

Current Balance:

431.37

TRANSACTION	SVC	DESCRIPTION	CODE	DESCRIPTION	TOTAL USAGE	TOTAL AMOUNT	NUMBER	AVERAGE USAGE	AVERAGE AMOUNT
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05/21/2026 10:26:51 AM



Bluewater Plumbing Service

INVOICE	#856056209370
SERVICE DATE	Dec 13, 2023
INVOICE DATE	Dec 14, 2023
DUE	Upon receipt

AMOUNT DUE	\$0.00
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ILM Rentals LLC

(910) 574-8785
 whitney@ilm-rentals.com

CONTACT US

3310 Kitty Hawk Rd , 110
 Wilmington, NC 28405

(910) 769-7051
 admin@bluewaterplumbingservice.com

Service completed by: James Edgell

INVOICE

628 Village Rd Apt 103 Shallotte NC	1.0	\$0.00
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Service Call - Service Call	1.0	\$160.00
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Kitchen sink and dishwasher has low water pressure

Description	1.0	\$0.00
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Upon arrival, the tenant stated they were getting no water at the kitchen sink or dishwasher. I turned off the stops then disconnected the faucet lines. Then turned on the stops and was getting water. I then disconnected the Moen Hose from the spray head and found a lot of debris in the spray head. I cleaned it out and then reconnected. Tenant now has full flow from hot and cold. I then disconnected the dishwasher supply line and blew through it to see if it was clear. There was a little debris in the dishwasher line. I disconnected from the dishwasher and then turned water on to clear any trash in the line. Once water was flowing, I reconnected to the dishwasher and ran a heavy cycle. Once the cycle started, I heard water filling up in the dishwasher and opened the door to confirm. Test okay.

Services subtotal: \$160.00

Subtotal	\$160.00
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Total Tax	\$10.80
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North Carolina Department of Revenue Brunswick County (6.75%)	\$10.80
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Total	\$170.80
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Payment History

Dec 14	Thu 11:55am	Credit Card	\$170.80
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Invoice payment is due within 30 days. Please be advised that we will charge 10% interest per month on late invoices.
Thank you for your business! Have a great day!

TOWN OF SHALLOTTE

HISTORY LISTING FOR 01/01/2024 - 04/30/2026

Date: 04/30/2026

Time: 12:07:22

2009900.00 90

RISO, ALISON

ACTIVE

Cycle: 04

Start Date: 11/12/2008

628 VILLAGE RD APT 104

TRANSACTION	DATE	SVC	RATE	READING	MTR/CHK	DESCRIPTION	AMOUNT	REFERENCE	USAGE	BALANCE
BEGIN BAL										33.12
PAYMENT	01/10/2024				xxxx	DISC/COUNTER	33.12	13514		.00
READING	01/03/2024			11461	14346360			479053		.00
BILLING	03/01/2024	SA	S01		14346360	Rate: S01	93.18		7360.0000	93.18
PAYMENT	03/22/2024				xxxx	VISA/PHONE	93.18	13750		.00
READING	03/03/2024	SA	S01	12482	14346360	TOWN RDG		51075		.00
BILLING	05/06/2024	SA	S01		14346360	Rate: S01	125.02		10210.0000	125.02
PAYMENT	05/30/2024					MASTER/PHONE	125.02	13962		.00
READING	05/03/2024	SA	S01	14088	14346360	TOWN RDG		81077		.00
BILLING	07/10/2024	SA	S01		14346360	Rate: S01	224.81		16060.0000	224.81
PAYMENT	08/02/2024				xxxx	VISA/PHONE	128.80	14167		.00
READING	07/03/2024	SA	S01	15345	14346360	TOWN RDG		111077		.00
BILLING	09/10/2024	SA	S01		14346360	Rate: S01	174.41		12570.0000	270.42
ADJUST	10/04/2024	SA				SA Misc Adj	-96.01	914006		174.41
ADJUST	10/04/2024	SA				SA Misc Adj	-60.05	914006		114.36
PAYMENT	10/11/2024				xxxx	VISA/PHONE	114.36	14370		.00
READING	09/03/2024	SA	S01	16247	14346360	TOWN RDG		121084		.00
BILLING	11/13/2024	SA	S01		14346360	Rate: S01	125.02		9020.0000	125.02
PAYMENT	11/20/2024				xxxx	VISA/COUNTER	125.02	14488		.00
READING	11/03/2024	SA	S01	16553	14346360	TOWN RDG		141078		.00
BILLING	01/15/2025	SA	S01		14346360	Rate: S01	87.18		3060.0000	87.18
PAYMENT	01/17/2025				9446	VISA ONLINE	87.18	14651		.00
READING	01/03/2025	SA	S01	17142	14346360	TOWN RDG		181078		.00
BILLING	03/19/2025	SA	S01		14346360	Rate: S01	87.18		5890.0000	87.18
PAYMENT	03/21/2025				9446	VISA ONLINE	87.18	14845		.00
READING	03/03/2025	SA	S01	17918	14346360	TOWN RDG		181083		.00
BILLING	05/28/2025	SA	S01		14346360	Rate: S01	109.23		7760.0000	109.23
PAYMENT	06/26/2025				9446	VISA ONLINE	109.23	15136		.00
READING	05/03/2025	SA	S01	18556	14346360	TOWN RDG		211088		.00
BILLING	07/28/2025	SA	S01		14346360	Rate: S01	91.94		6380.0000	91.94
PAYMENT	09/03/2025				6247	VISA ONLINE	91.94	15322		.00
READING	07/03/2025	SA	S01	18985	14346360	TOWN RDG		221091		.00
BILLING	09/29/2025	SA	S01		14346360	Rate: S01	87.18		4290.0000	87.18
PAYMENT	10/18/2025				6247	VISA ONLINE	87.18	15471		.00
READING	09/03/2025	SA	S01	19825	14346360	TOWN RDG		241092		.00
BILLING	11/29/2025	SA	S01		14346360	Rate: S01	117.25		8400.0000	117.25
PAYMENT	12/24/2025				6247	VISA ONLINE	117.25	15669		.00
READING	11/03/2025	SA	S01	20755	14346360	TOWN RDG		271095		.00
BILLING	01/29/2026	SA	S01		14346360	Rate: S01	128.53		9300.0000	128.53
PAYMENT	03/02/2026				9446	VISA ONLINE	128.53	15857		.00
READING	01/03/2026	SA	S01	22400	14346360	TOWN RDG		301092		.00
BILLING	03/29/2026	SA	S01		14346360	Rate: S01	230.44		16450.0000	230.44
										230.44

Current Balance:

TRANSACTION	SVC	DESCRIPTION	CODE	DESCRIPTION	TOTAL USAGE	TOTAL AMOUNT	NUMBER	AVERAGE USAGE	AVERAGE AMOUNT
READINGS			99				1		
READINGS	SA	SEWER IN	1	TOWN RDG			12		
PAYMENTS			17	VISA/COUNTER		125.02	1		125.02
PAYMENTS			18	MASTER/PHONE		125.02	1		125.02
PAYMENTS			19	VISA/PHONE		336.34	3		112.11
PAYMENTS			23	DISC/COUNTER		33.12	1		33.12
PAYMENTS			61	VISA ONLINE		708.49	7		101.21
BILLINGS	SA	SEWER IN			116750.0000	1,681.37	13	8981	129.34
ADJUSTS	SA	SEWER IN	120	SA Misc Adj		-156.06	2		-78.03

04/30/2026 12:07:22 PM

Page 1 of 1



Bluewater Plumbing Service

INVOICE	#856056209104
SERVICE DATE	Nov 09, 2023
DUE	Upon receipt
AMOUNT DUE	\$0.00

ILM Rentals LLC
 628 Village Rd Unit 104
 Shallotte, NC 28470

CONTACT US
 3310 Kitty Hawk Rd , 110
 Wilmington, NC 28405

(910) 574-8785
 whitney@ilm-rentals.com

(910) 769-7051
 admin@bluewaterplumbingservice.com

INVOICE

Services	amount
Service Call - Service Call	\$160.00
Leak at shower valve in wall	
Description	
Upon arrival. Hallway bathroom shower did not have a positive shutoff. Shut water to entire unit and removed delta shower cartridge and installed new cartridge supplied by bluewater. Turned water back on to unit and tested work for leaks. Cleaned up	
Materials	amount
Delta shower cartridge	\$108.05
Subtotal	\$268.05
Total Tax	\$10.80
North Carolina Department of Revenue Brunswick County (6.75%)	\$10.80
Total	\$278.85

Payment History

Nov 10	Fri 3:20pm	Credit Card	\$278.85
--------	------------	-------------	----------

Thank you for your business. Have a great day!



Bluewater Plumbing Service

ILM Rentals LLC

628 Village Rd, Unit 104

Shallotte, NC 28470

(910) 574-8785

whitney@ilm-rentals.com

INVOICE	#856056211483
SERVICE DATE	Jul 15, 2024
INVOICE DATE	Jul 16, 2024
DUE	Upon receipt
AMOUNT DUE	\$0.00

CONTACT US

3310 Kitty Hawk Rd , Suite 110

Wilmington, NC 28405

(910) 769-7051

admin@bluewaterplumbingservice.com

Service completed by: James Edgell

INVOICE

Services	amount
Commercial Service Call - Commercial Service Call	\$50.00
Increase in water usage, possible leak	
Additional time after 1st hour	
Toilet Pulled for Repair	\$200.00
Description	\$0.00
Upon arrival, met with upstairs neighbor who let me in to apartment. First checked water meter and there was slow movement. Checked all fixtures inside unit to look for leaks. Found some discoloration on floor near toilet. Flushed toilet and saw a small amount of water at base. I also noticed the tank was very loose from the bowl. Pulled toilet and found it had been leaking from below for some time. Cleaned up floor and reset with new wax ring. I then removed tank from bowl and found that existing Mansfield flush valve was installed incorrectly. The nut that goes on bottom of tank was inside tank with old nut on outside of tanks. Gasket was in bad shape and there was a lot of evidence of water leaking from flush valve. Replaced with new flush valve and gasket and then turned water back on to toilet. Flushed multiple times to test for leaks. No leaks present. I then went outside to meter and watched for a good 4-5 minutes. Meter did not spin at all. It is believed that the toilet was the only cause of the high water bill.	
Services subtotal: \$250.00	
Materials	amount
MANSFIELD 210 FLUSHVALVE	\$25.00
2" TANK TO BOWL GASKET	\$20.00

JUMBO WAX RING W/O HORN\$15.00

Materials subtotal: \$60.00

Subtotal

\$310.00

Total Tax

\$19.24

North Carolina Department of Revenue Brunswick County (6.75%)

\$19.24

Total**\$329.24**

Payment History

Jul 16

Tue 9:12am

Credit Card

\$329.24

Thank you for your business! Have a great day!



Bluewater Plumbing Heating & Air

ILM Rentals LLC

(910) 574-8785

whitney@ilm-rentals.com

INVOICE	#856056213125
SERVICE DATE	Dec 06, 2024
INVOICE DATE	Dec 06, 2024
PAYMENT TERMS	Upon receipt
DUE DATE	Dec 06, 2024
AMOUNT DUE	\$0.00

CONTACT US

3310 Kitty Hawk Rd , Suite 110
Wilmington, NC 28405

(910) 769-7051

admin@bluewaterplumbingservice.com

Service completed by: Mike Scholer

INVOICE

Services	amount
628 Village Rd. Apt 104 Shallotte	\$0.00
Service Call - Service Call	\$160.00
Tenant is having an issue with their toilet. Possibly a leak. They are experiencing a higher than normal sewer bill.	
Description	\$0.00
Upon arrival found that tenants in 104 and in 204 above will randomly hear a gushing sound. I put dye in tank of unit 104 and found that no dye goes to bowl so flush valve is good Mansfield type. I then looked around apartment and there are no leaks any where. I did find that whole building is on a septic tank with a pump station. Control box is gutted and alarm does not work There are three chambers on system and all three chambers are full and chamber with pump , the top is broken and liquids are leeching out onto ground. Septic needs to be pumped before we can go any farther diagnosing what the issue is.	
Services subtotal: \$160.00	

NC 3022 - 1-1-2017

Carolina Blue Plumbing LLC
157 NW 12th St
Oak Island, N.C. 28465
910-295-3418
LIC # 33717

Whitney Carr
ILM Properties

Contractors Invoice

Alison (Tenant)
625 Village Rd
Apt # 104
Shelton, N.C.

3/2/2024

26063

26063

water level on toilet was overflowing (too high)
checked water meter and it was not spinning. All other
fixtures tested good.

Total - 185.00

NOTE: Toilet is very old. Most likely original toilet.
tenant requested that I suggest replacing toilet.

Estimate: Supply and install an American Standard Edgemore
elongated comfort height toilet with soft close
seat, wax, ring, closet bolts and supply line. Remove
existing toilet from site - 735.00

Thank You
Pete Smith

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the
work and was completed in a substantial workmanlike manner for the agreed sum of

Dollars \$ 185.00

This is a ☐ Partial ☒ Full invoice due and payable by

03

02

2026

in accordance with our ☐ Agreement ☐ Proposal

© 2017 NC 3022

Charles Blue Plumbing LLC
157 N.W. 12th St.
Oak Island, N.C. 28465
336-295-5475
LIC # 53719

Whitney Cain
I.L.M. Properties

Contractors Invoice

628 Village Rd. #105
Shalotta, NC
Code # 5905

5/14/26

26130

26130

DESCRIPTION OF WORK PERFORMED
SHUT OFF WATER TO UNIT # 103 (Meter on far right)
Replaced fill valve, flapper and supply line
All tested good
1- year warranty

Total - 230.00

Thank You
Brie Smith

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided
work and was completed in a substantial workmanlike manner for the agreed sum of

Dollars \$ 230.00

This is a ☐ Partial ☐ Full invoice due and payable by

in accordance with our ☐ Agreement ☐ Proposal

No.

Dated



TOWN OF SHALLOTTE

Monthly Financial Dashboard

FISCAL YEAR ENDING June 30, 2027

Reporting Period: August 31, 2026

SPECIFIC REVENUE COLLECTIONS AT A GLANCE...

General Fund	Collected YTD	FY Budget	Total Budget
PROPERTY TAX		\$ 3,996,863	\$10,196,527
Revs YTD/% Col/% of Budget	\$ 54,852	1.37%	39.20%
SALES & USE TAX			
Fiscal Year Budget	\$ 2,283,877	\$10,196,527	
Revs YTD/% Col/% of Budget	\$ -	0.00%	22.40%
UTILITY FRANCHISE TAX			
Fiscal Year Budget	\$ 524,609	\$10,196,527	
Revs YTD/% Col/% of Budget	\$ -	0.00%	5.14%
FIRE FEES			
Fiscal Year Budget	\$ 1,683,251	\$10,196,527	
Revs YTD/% Col/% of Budget	\$ 417,646	24.81%	16.51%
OTHER REVENUES			
Fiscal Year Budget	\$ 1,707,927	\$10,196,527	
Revs YTD/% Col/% of Budget	\$ 70,647	4.14%	16.75%
Enterprise Fund			
OTHER REVENUES		\$ 980,771	\$ 4,598,488
Revs YTD/% Col/% of Budget	\$ 151,608	15.46%	21.33%
SYSTEM DEV FEES		\$ 439,707	\$ 4,598,488
Revs YTD/% Col/% of Budget	\$ 188,452	42.86%	9.56%
SEWER CHARGES		\$ 3,178,010	\$ 4,598,488
Revs YTD/% Col/% of Budget	\$ 597,214	18.79%	69.11%
FUND TOTALS			90% of Budget
General Fund	\$ 10,196,527	\$ 9,176,874	
Revenues FYTD	\$ 543,145	5%	
Enterprise Fund	\$ 4,598,488	\$ 4,138,639	
Revenues FYTD	\$ 937,274	20%	

EXPENDITURES AT A GLANCE...

GENERAL FUND	Fiscal Year		YTD Expenses
DEPARTMENTS	26/27 Budget	Current FY	Current FYTD%
Governing Body	\$ 100,105	\$ 15,359	15.34%
Administration	1,271,749	218,367	17.17%
Planning	535,183	74,670	13.95%
Police Dept	3,502,276	682,278	19.48%
Fire Dept	2,468,811	467,096	18.92%
SRFC	7,656	1,720	22.46%
Street Dept	1,507,948	58,199	3.86%
Parks	537,683	90,880	16.90%
Events & Comm. Outreach	265,116	61,479	23.19%
	\$ 10,196,527	\$ 1,670,048	16.38%
Fiscal Year Budget	\$ 10,196,527	\$ 1,670,048	
Unspent Budget Remaining	\$ 8,526,479	83.62%	

ENTERPRISE FUND	Fiscal Year		YTD Expenses
DEPARTMENTS	26/27 Budget	Current FY	Current FYTD%
Sewer Department	\$ 4,598,488	\$ 584,841	12.72%
	\$ 4,598,488	\$ 584,841	12.72%
Fiscal Year Budget	\$ 4,598,488	\$ 584,841	
Unspent Budget Remaining	\$ 4,013,647	87.28%	

OUR CASH AND INVESTMENTS

Balances on Aug 25, 2026 in whole dollars - Bold - As of 7.31.26

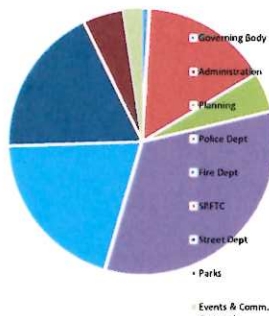
CASH & INVESTMENTS BY FUND

GENERAL FUND	June 2026	Aug 2026
General Fund	\$ 657,820	\$ 657,361
NCCMT	9,099,511	8,377,047
General Fund Savings	25,013	25,014
TOTAL GENERAL FUND	\$ 9,782,344	\$ 9,059,422
ENTERPRISE FUNDS		
	June 2026	Aug 2026
Sewer Fund	\$ 1,533,071	\$ 1,590,152
NCCMT	4,783,413	5,047,888
Sewer Fund Savings	25,015	25,016
TOTAL OTHER FUNDS	\$ 6,341,498	\$ 6,663,056
Fines & Forfeitures Fund	\$ 20,923	\$ 20,923
Police Evidence Acct	114	119
Capital Project Acct	886,005	584,544
TOTAL CASH & INVESTMENTS TOWN-WIDE		
	June 2026	Aug 2026
ALL FUNDS	\$ 17,030,884	\$ 16,328,044

Cash:	August-25	August-26	Difference
General Fund	\$ 9,427,960	\$ 9,059,422	
Sewer Fund	5,352,098	6,663,056	
Fines & Forfeitures Fund	100	20,923	
Police Evidence Acct	313	119	
Capital Account	1,510,480	584,544	
	\$ 16,290,951	\$ 16,328,064	37,113

Receipts for Aug 26:	
May 2026 Sales Tax	200,579.95
July 26 NCVTS Taxes	33,014.53
Solid Waste Disposal Tax	920.70
Fire Fees	84,495.75
July 26 Town Taxes	20,736.16

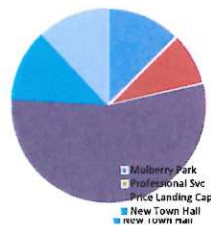
General Fund



Capital Project - Riverfront Project

CP Expenditures	FY Budget	Current Exp
Mulberry Park	\$ 1,162,873.00	\$ 1,142,473.61
Riverwalk II	\$ 1,132,300.20	\$ 367,898.96
Professional Svc	\$ 170,178.95	\$ 4,700.00
Price Landing Cap	\$ 2,500,000.00	\$ 2,269,062.10
New Town Hall	\$ 17,494,785.00	\$ 510,455.62
Cheers St Parking	\$ 337,396.00	
Mulberry Park-PartF	\$ 500,000.00	\$ 500,000.00
Total	\$23,297,533.15	\$ 4,794,590.29
CP Revenues	FY Budget	Current Rev
PartF Grant	\$ 500,000.00	\$ 500,000.00
Transfer from GF	\$ 2,982,177.16	\$ 1,152,929.23
SCIF Grant-Riverw	\$ 815,355.99	\$ 372,598.96
SCIF Grant-Mulb	\$ 3,000,000.00	\$ 2,769,062.10
USDA Loan	\$ 16,000,000.00	\$ -
Total	\$23,297,533.15	\$ 4,794,590.29

Capital Project



NCCMT Interest Rate August 25	4.30%
NCCMT Interest Rate September 25	4.11%
NCCMT Interest Rate October 25	4.13%
NCCMT Interest Rate November 25	3.85%
NCCMT Interest Rate December 25	3.82%
NCCMT Interest Rate January 26	3.68%
NCCMT Interest Rate February 26	3.30%
NCCMT Interest Rate March 26	3.63%
NCCMT Interest Rate April 26	3.50%
NCCMT Interest Rate May 26	3.68%
NCCMT Interest Rate June 26	3.51%
NCCMT Interest Rate July 26	3.63%



Town Of Shallotte

Expenditure Statement : 2026 - 2027

for Accounting Period 8/31/2026

GENERAL FUND

Dept #	Department	Approp Amount	Activity this Period	Expenditure YTD	Encumbrance YTD	Unencumbered Balance	% Exp. & Enc.
4100	Governing Body	\$100,105.00	\$15,323.37	\$15,323.37	\$35.96	\$84,745.67	15.34
4200	Administration	\$1,271,749.00	\$216,928.08	\$216,928.08	\$1,438.93	\$1,053,381.99	17.17
4300	Planning Department	\$535,183.00	\$74,707.08	\$74,707.08	(\$36.99)	\$460,512.91	13.95
4400	Events & Community Outreach	\$265,116.00	\$60,663.50	\$60,663.50	\$815.01	\$203,637.49	23.19
5100	Police	\$3,502,276.41	\$661,387.09	\$661,387.09	\$20,891.23	\$2,819,998.09	19.48
5300	Fire	\$2,468,811.00	\$452,752.56	\$452,752.56	\$14,343.87	\$2,001,714.57	18.92
5400	SRFTC	\$7,655.76	\$1,719.51	\$1,719.51	\$0.00	\$5,936.25	22.46
5600	Streets	\$1,507,948.00	\$55,285.04	\$55,285.04	\$2,913.52	\$1,449,749.44	3.86
5700	Parks	\$537,683.49	\$88,785.74	\$88,785.74	\$2,094.36	\$446,803.39	16.90
Total Fund	GENERAL FUND	\$10,196,527.66	\$1,627,551.97	\$1,627,551.97	\$42,495.89	\$8,526,479.80	16.38



Town Of Shallotte

Expenditure Statement : 2026 - 2027

for Accounting Period 8/31/2026

ENTERPRISE FUND							
Dept #	Department	Approp Amount	Activity this Period	Expenditure YTD	Encumbrance YTD	Unencumbered Balance	% Exp. & Enc.
8200	Sewer	\$4,598,488.00	\$465,847.57	\$465,847.57	\$118,993.78	\$4,013,646.65	12.72
Total Fund	ENTERPRISE FUND	\$4,598,488.00	\$465,847.57	\$465,847.57	\$118,993.78	\$4,013,646.65	12.72
Grand Total		\$14,795,015.66	\$2,093,399.54	\$2,093,399.54	\$161,489.67	\$12,540,126.45	15.24

September Board Report

Parks/Rec

August Recap

-  **Concert Series** We have had great bands and strong attendance. Concerts continue through September.
-  **CodeRED:** Worked with Chief Dixon to prepare for a CodeRED discussion and **Meet the Chief** event with the Rourk Woods neighborhood.
-  **Leadership Training:** Continued weekly leadership training with fellow staff.
-  **Department Support:** Worked with departments on rentals, scheduling, meetings, and other needs.
-  **Community Support:** Attended the Lilly Birds Creamery ribbon cutting with the Mayor.
-  **Employee Luncheon:** Hosted an employee luncheon with **35 employees** attending.
-  **Communications:** Continued regular social media posts and website updates.
-  **Veteran Banners:** Working with Town staff and the American Legion on planning for next year's banners.
-  **Fall & Holiday Events:** Beginning preparations for upcoming markets, Halloween, and holiday events.

See Holiday Event Flyer for upcoming events.

TOWN OF SHALLOTTE

Come Together. Celebrate Together.



UPCOMING EVENTS



HARVEST FEST MARKET



SEPTEMBER 19, 2026



9:00 AM TO 2:00 PM



THE RIVERWALK



SPOOKTACULAR HALLOWEEN EVENT



OCTOBER 27, 2026



6:00 PM



THE RIVERWALK



HARVEST TO HOLIDAY Market Fest



NOVEMBER 14, 2026



9:00 AM TO 2:00 PM



THE RIVERWALK



HOLIDAY FEST Kringle Market



DECEMBER 19, 2026



9:00 AM TO 2:00 PM



THE RIVERWALK

VISIT [TOWNOFSHALLOTTE.ORG](https://www.townofshallotte.org)

FOR MORE INFORMATION



MEMORANDUM

TO: BOARD OF ALDERMEN
FROM: MIMI GAITHER, TOWN MANAGER
SUBJECT: AUGUST MANAGER'S REPORT - SEPTEMBER 2026 MEETING
DATE: 7.31.26

- BOA Meeting 8.4.26
- Leadership Training 8.6.26
- Reviewed special financing topics 8.10-8.12.26
- Leadership Training 8.13.26
- Meeting with Weyerhaeuser representative re special districts 8.14.26
- Zoom Meeting with Creech 8.14.26
- BOA Workshop 8.18.26
- Municipal Fire Chiefs Meeting 8.19.26
- Webinar NCLM Legislation Updates 8.19.26
- Meeting with HR re adverse weather policy
- Employee Luncheon 8.21.26
- Zoom Meeting with Creech 8.24.26
- Worked on response to Cinderella's credit challenge 8.25.26
- Leadership Training 8.27.26
- W/ McGill re Cinderella i.e. punch list and descoping 7.27.26
- BOA Workshop with Creech & Samet re redesign 7.28.26
- Staff Meeting – Debrief of Fire, discussed emergency mgnt and staff mtg 8.26.26

Project Update – Price Landing

Last month We sent the Work Change Directive (WCD) to Cinderella , removing the remaining unfinished work from the contract, assessing additional liquidated damages for continued delay and establishing the revised final contract balance, Cinderella challenged the validity of three of the credits that the Town had taken. According to the contract, McGill Engineering would make the final determination of the work change directive. When we arrived at our estimations of credits, we did this based on total paving prices and total earth moving prices as Cinderella's bid was based on totals, not broken up by sections. We had repeatedly asked for the paving estimates before this action and after so we could evaluate, but we were never provided them. We therefore had to take what the square footage was of both areas and determine a price based on square footage and come up with the credit number. Once we did that and sent the WCD to Cinderella, they challenged our credit assessment and provided the paving estimate. As advised by our attorney for the project, we needed to treat Cinderella's objection as a claim against the Work Change Directive. According to the contract, the engineer of record (McGill) makes the final determination on the WCD. Having the paving estimate did reduce the credit we had taken on the paving of the North lot. No other items on the WCD changed. We sent that letter out August 26th. We may have more updates at meeting time.

Town staff have been completing incomplete punch list items and have most of them done. We have had to request more information from Cinderella as they didn't provide instructions for the locks on the bathroom and we are unsure of the programming features.

Town Hall Complex

Creech has been implementing the cost cutting changes that were requested by the BOA and searching for more items. They are conducting meetings almost every two weeks to provide updates and get feedback. I will have the latest update at the September meeting.



Town of Shallotte

ACTION AGENDA ITEM

2026

TO: Board of Alderman

FROM: Mimi Gaither, Town Manager
EXT. #

ACTION ITEM #:

MEETING DATE: 9.1.26

DATE SUBMITTED: 8.27.26

ISSUE/ACTION REQUESTED: Approval of additional svc from McGill on Price Landing **PUBLIC HEARING:** ☐ YES ☒ NO

BACKGROUND/PURPOSE OF REQUEST: McGill Engineering has sent us a bill for additional service for Price Landing since the project has gone over the contracted allotted time. The Board would need to approve the additions to their contract.

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: Since the contract period has been extended, and McGill has continued to provide services, I would recommend approval. - MOG

FINANCE RECOMMENDATION: N/A

ATTACHMENTS:

1.

ACTION OF THE BOARD OF ALDERMEN

APPROVED:

☐

ATTEST:

CLERK TO THE BOARD

DENIED:

☐

DEFERRED

UNTIL:

SIGNATURE

OTHER:

SCOPE OF ADDITIONAL SERVICES

McGill Associates (Engineer) will provide the Town of Shallotte (Owner) with additional consulting services related to the agreement dated July 7, 2022, for Price Landing Park. The additional services cover continued Construction Administration of the project.

BASIS OF COMPENSATION

The Owner shall pay the Engineer an **Hourly Fee of \$34,163.60** for additional services provided for actual hours and expenses from January 1, 2026, through July 31, 2026. The original Construction Administration services from the contract dated July 8, 2022, provided for two (2) field observations per week for an anticipated construction schedule of six (6) months. When the original contract time and lump sum fee were expended, an additional hourly not-to-exceed \$27,870 Construction Administration Services agreement was approved November 10, 2025, with the assumption that the construction would be completed by the end of the calendar year 2025. That hourly not-to-exceed agreement was invoiced completely. Construction Administration services have continued, at the Town's request, beyond the original completion date of March 2, 2025, and with the assumption that the project would closeout in December 2025. A copy of the original contract and the amendment for additional Construction Administration Services are attached for reference. Since January 1, 2026, Construction Administration Services have continued and include but are not limited to the following:

- Contractor pay application reviews
- Contractor change order reviews
- Contractor submittal reviews
- Site inspections with Brunswick County inspector
- Site visits to develop punch list
- Punch list reviews with Owner and Contractor
- As-built plan reviews
- Contractor outstanding items list preparation for Owner
- Site visits with Owner and Surety Engineer
- North parking lot cost estimate
- Cost estimate for contractor cost comparisons
- Credit valuation summary for work change directive
- Punch list response inspections
- Project close out and credit document preparation
- Review and evaluate Contractor's response to project close out and credit documents.
- Meetings and discussions with Owner, Attorney and Contractor regarding project close out and credit documents

The Owner shall pay the Engineer an **Hourly Fee** for additional services during the period of August 1, 2026, through September 30, 2026. Engineer anticipates that fee to be approximately \$6,000. based upon duties performed since the beginning of August and tasks anticipated through September 30, 2026. Those duties include but may not be limited to:

- Project close out and credit document preparation
- Review and evaluate Contractor's response to project close out and credit documents.
- Meetings and discussions with Owner, Attorney and Contractor regarding project close out and credit documents

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of June 30, 2022 ("Effective Date") between

Town of Shallotte ("Owner")

and McGill Associates, PA ("Engineer")

Engineer agrees to provide the services described below to Owner for Design, Permitting, Bidding & Construction Services-Price Landing at Mulberry Park-Phase 1 ("Project").

Description of Engineer's Services: See attached Scope of Services

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



SCOPE OF SERVICES

McGill Associates (McGill) will provide the Town of Shallotte (Client) consulting services related to the design, permitting, bidding, and construction phase services for Phase I of the Price Landing at Mulberry Park project. We understand the project consists of the features proposed in the Phase I PARTF plan. The following Scope of Basic Services are proposed to support this effort:

Design and Permitting

1. Meet with Client to initiate communications with all key project contacts, review schedules, discuss necessary submittals and approvals, and gather any relevant data and information that may inform the process as understood since receipt of PARTF grant funding.
2. Obtain soils and seasonal high-water table data and perform site wetland delineations. Reference attached Exhibit A: Sub-consultant Scope of Services by McGill's environmental sub-consultant, Davey Resource Group (formerly Land Management Group) of Wilmington.
3. Perform existing conditions and topographical surveying of the project area. Provide supplemental services per request for parcel recombination mapping. Reference attached Exhibit A: Sub-consultant Scope of Services by McGill's surveying sub-consultant, Coastal Geomatics, of Shallotte.
4. Obtain site specific geotechnical information to guide designs and specifications of pavement sections and restroom and kayak launch foundations. Reference attached Exhibit A: Sub-Consultant Scope of Services by McGill's geotechnical sub-consultant, ECS, of Wilmington.
5. Conduct field investigations to review existing conditions relative to the overall master plan and more specifically the Phase I amenity additions, identifying key site design needs to satisfy project objectives.
6. Compile the data from the previously approved master plan and survey obtained above to develop a base plan layout and resolve any dimensional discrepancies, as necessary.
7. Prepare a formal site development plan, consistent with the Town of Shallotte ordinance requirements and complete associated submittals for permitting. It is assumed that no local road or drainage improvements are required offsite.
8. Prepare a code compliant landscape plan intended to meet Shallotte zoning requirements. Provide tap location and guidance for construction contractor's irrigation specialist as part of plan notes and details. Design of supplemental landscaping, irrigation planning, plantings, decorative pavements, retaining walls, planter boxes, benches, fountains, sculptures, and other park amenities and features related to site beautification are not included in this proposal for engineering design purposes, but will be provided in bid documents in accordance with Client selections for such uses. McGill will consult with Client through this process to aid in amenity selections.
9. Site and Landscape Plans will be provided in CAD format to Brunswick Electric Membership Corporation (BEMC) on behalf of Client for use in Lighting Plan preparation by BEMC. McGill will assist Client in coordination with BEMC regarding lighting fixture

Bid Services

1. Assist Client with project advertisements and bidding, ensuring compliance with funding agency requirements. Project bid advertisement will also be placed on McGill's corporate website, which links to QuestCDN.com, generating notifications to various contractor bidding sources.
2. Oversee a pre-bid conference by preparing the agenda, conducting the meeting, and preparing and distributing minutes.
3. Respond to bidder inquiries concerning the technical aspects of the project.
4. Attend the project bid opening, prepare necessary agenda, tabulate contractor bids, review bids for accuracy, review bid documents for eligibility and completeness, and make recommendations of bid award.
5. Assist Client in preparation of contract documents for execution.
6. Notify the successful bidder and schedule a pre-construction meeting.
7. One bid cycle is included in this proposal. McGill will offer additional services to help with additional project bidding if required.
8. Reference attached Exhibit A: Sub-Consultant Scope of Services by McGill's sub-consultants for additional support provided during the bidding process.

Construction Administration

1. Schedule and conduct a pre-construction meeting with Client/Public Utilities Representative, Contractor, and construction materials testing firm for project construction phase kick-off.
2. Provide a Construction Field Representative to observe the progress and quality of the executed work and determine in general if the work is proceeding in accordance with the Contract Documents. McGill will provide two (2) field observations per week for an anticipated construction schedule of six (6) months.
3. Make recommendations to Client on all claims by parties to the contract related to the execution, performance and progress of the work and all other matters and questions related thereto, for final decision by Client.
4. Review and approve shop and working drawings provided by the Contractor.
5. Aid in responding to Contractor Requests for Information during the construction phase of the project.
6. Review Contractor Change Order requests and make recommendation to Client regarding acceptance.
7. Review and approve Contractor Pay Applications in accordance with the Contract Documents.
8. Advise Client relative to the PARTF Grant Administration processes.
9. Schedule and conduct initial closeout walk-through with Client, Contractor, and necessary permit authorities to develop final punch list.
10. Schedule and conduct final closeout walk-through with Client, Contractor, and necessary permit authorities to verify completion of punch list items.
11. Prior to approval of final contract payment, punch list closure and final acceptance will be confirmed.

Price Landing Project- Phase 1
 June 30, 2022
 Page 5 of 6

BASIS FOR COMPENSATION

Based on our understanding of the project, we propose to provide the Scope of Basic Services detailed in this proposal for a **Lump Sum Fee of \$210,077**. Agency application fees and standard project advertising costs shall be paid by Client or are offered as a reimbursable expense if preferred when submittals requiring such are completed. The proposed fee is comprised of the following project phase allocations and inclusive of all other reimbursable expenditures.

Design and Permitting

○ McGill	\$ 83,789
○ Sub-Consultants	
• Structural Engineering	\$ 7,480
• Geotechnical Engineering	\$ 4,895
• Environmental	\$ 9,515
• Surveying	\$ 15,598
• Architect (Restroom Facility)	\$ 9,818
○ PME Engineering	\$ 6,490
○ Structural Engineering	\$ 7,370
Total (Design/Permitting)	\$144,955

Bid Services

○ McGill	\$ 8,740
○ Sub-Consultants	
• Structural Engineering	\$ 1,375
• Architect (Restroom Facility)	\$ 1,458
○ PME Engineering	\$ 825
○ Structural Engineering	\$ 605
Total (Bid Services)	\$ 13,003

Construction Administration

○ McGill	\$ 35,564
○ Sub-Consultants	
• Structural Engineering	\$ 6,380
• Architect (Restroom Facility)	\$ 1,650
○ PME Engineering	\$ 2,310
○ Structural Engineering	\$ 6,215
Total (Construction Administration)	\$ 52,119

McGill's construction site visits are based on an estimated six-month construction window. Amendments may be proposed based on mutual agreement.

Exhibit A: Sub-Consultant Scope of Services

Davey Resource Group, Inc.

3805 Wrightsville Avenue, Suite 15, Wilmington, NC 28403

Field Delineation of Section 404 Wetlands and Coastal Wetlands

Davey Resource Group (DRG) will assemble preliminary site information and perform an initial desktop reconnaissance of the property (using aerial imagery, soils, and LiDAR map resources). DRG will then perform field delineation work and field marking of wetlands and Waters of the United States (U.S.) as regulated by the U.S. Army Corps of Engineers (Corps) under Section 404 of the Clean Water Act. The field work will include evaluations of the three parameters (soils, hydrology, and vegetation) that are used to identify the presence of wetlands in accordance with the 1987 Corps Wetland Delineation Manual and its supporting Coastal Plain Supplement.

- DRG will also delineate (field mark) the boundary of coastal wetlands (as regulated by the NC Division of Coastal Management).
- The deliverable will include a preliminary wetland sketch depicting the approximate location and extent of the three resource boundaries. The sketch is intended for use by the Client and its engineer/surveyor for preliminary planning purposes until such time the lines have been reviewed and verified by the appropriate regulatory agency (i.e., the Corps and NCDCM).

Seasonal High-Water Table and Infiltration Testing

- DRG will advance seven (7) hand auger borings at the site to estimate the Seasonal High-Water Table (SHWT). Two (2) borings will be performed in the proposed stormwater pond area and five (5) borings will be performed in the proposed permeable paver parking lot area. DRG will conduct infiltration testing located beside the SHWT borings at the required depths, in accordance with NCDEQ Stormwater Design Manual, section A-2. Once field testing is completed, DRG will provide a report summarizing the exploration and results.

Corps of Engineers Data Package and Agency Site Meeting(s) (if and as needed)

- Preparation and submittal of the requisite maps and data forms for the Corps of Engineers data package. In addition, DRG will coordinate with and meet the Corps PM and the NC DCM representative on the site (if needed) to receive concurrence on the delineated resource boundaries.

Ardurra Group North Carolina

3809 Peachtree Avenue, Suite 102, Wilmington, NC 28403

Structural Design Phase Services

- Provide design for the proposed fixed timber access pier, with capacity for possible future integration with the remaining covered observation platform.
- Provide technical delegated design specifications for the aluminum gangway, timber floating dock and the kayak launch.
- Provide plan, sections, and details.
- Attend up to two (2) virtual meetings with McGill.

advanced. We understand that the site is currently wooded; therefore, for the purposes of this proposal, we have assumed that a track-mounted CPT drill rig will be needed to access the sounding locations.

- ECS proposes to perform three (3) hand auger borings with Kessler DCPs in the proposed parking lot. The hand augers will be attempted to a depth of four feet beneath the ground surface. The results for the Kessler DCPs can provide a field California Bearing Ratio (CBR) value to aid in pavement design.

Field Exploration

- Field locate the test locations by handheld GPS and referencing existing site features and available plans.
- Mobilize a CPT drill rig to the site.
- Perform one (1) CPT sounding to a depth of 20 feet below existing grades or refusal, whichever occurs first, within the area of the proposed restroom building.
- Perform one (1) CPT sounding to a depth of 30 feet below existing grades or refusal, whichever occurs first, within the area of the proposed canoe/kayak launch.
- Perform three (3) hand auger borings with Kessler DCP tests in the proposed parking lot area.
- Measure depth of groundwater at each sounding and boring at the time of exploration.

Report

Upon completion of testing and engineering analysis, we will prepare a written engineering report that presents our findings and recommendations. The engineering report will include the following items:

- Observations from our site reconnaissance including current site conditions, surface drainage features, and surface topographic conditions.
- A review of the published geologic conditions and their relevance to your planned development.
- Foundation recommendations including allowable bearing pressures and settlement estimates. If soils are inadequate for shallow foundations, alternative foundation design options will be provided.
- Deep foundation recommendations for canoe/kayak launch area.
- Recommendations to aid in pavement design.
- Recommendations for general site and subgrade preparation for building and pavement areas.
- Provide slab on grade and recommendations and a sub-grade modulus.
- A subsurface characterization and a description of the field exploration procedures. Ground water concerns relative to the planned construction, if any, will be summarized.
- Final logs of the CPT soundings, hand auger borings, and records of the field exploration prepared in accordance with the standard practice for geotechnical engineering. An exploration location plan will be included.
- Evaluate the reusability of on-site soils for reuse as structural fill.
- Discuss the ground water impact for the site.
- Provide compaction requirements for engineered fill.



Shaping Communities Together

STANDARD HOURLY RATE AND FEE SCHEDULE

July 2025

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	\$335			
Principal – Regional Manager – Director	\$280	\$290	\$310	\$325
Practice Area Lead	\$245	\$275	\$300	\$310
Senior Project Manager	\$245	\$270	\$295	\$305
Senior Engineer	\$245	\$270	\$295	\$305
Project Manager	\$215	\$235	\$250	\$260
Senior Project Engineer	\$215	\$235	\$250	\$260
Project Engineer	\$175	\$190	\$200	\$210
Engineering Associate	\$150	\$160	\$165	\$170
Planner- Consultant – Designer	\$150	\$170	\$190	\$210
Engineering Technician	\$135	\$150	\$165	\$175
CAD Operator – GIS Analyst	\$115	\$125	\$140	\$150
Construction Services Manager	\$200	\$210	\$215	\$235
Construction Administrator	\$150	\$165	\$175	\$190
Construction Field Representative	\$125	\$135	\$150	\$160
Project Administrator	\$115	\$135	\$140	\$160
Funding-Financial Service-Manager	\$230	\$245	\$255	\$265
Grant Administrator	\$140	\$160	\$170	\$180
Environmental Specialist	\$120	\$130	\$135	\$140
Administrative Assistant	\$95	\$105	\$115	\$130
Survey Party Chief	\$115	\$130	\$145	\$165
Survey Field Technician	\$100	\$105	\$110	\$115

EXPENSES

- Mileage - \$.75/mile
- Flow Monitoring Equipment: Pressure Flow Meter - \$400/wk.; Gravity Flow Meter - \$1,000/deployment
- Robotics/GPS Equipment - \$35/hr.
- Aquatic Surveying Equipment – Vessel - \$250/day
- Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

ASSOCIATED SERVICES

- Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus fifteen (15) percent.



Shaping Communities Together

SCOPE OF ADDITIONAL SERVICES

McGill Associates (Engineer) will provide the Town of Shallotte (Owner) with additional consulting services related to the agreement dated July 7, 2022, for Price Landing Park. The additional services are for continued Construction Administration of the project.

BASIS OF COMPENSATION

The Owner shall pay the Engineer an Hourly Fee, Not-to-Exceed \$27,870 for the above additional services beginning October 1, 2025, per the attached Standard Hourly Rate and Fee Schedule. This projected not-to-exceed estimate is based on the assumption of project closeout by the end of calendar year 2025, and that team member needs will be similar to those over the past 3 months.

OWNER:

By: Walter EccardTitle: MayerDate Signed: 11/10/25

ENGINEER:

By: [Signature]Title: Principal/Shallotte Office ManagerDate Signed: October 21, 2025

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

[Signature]
Finance Officer

Town of Shallotte Mayor Report

To: Board of Aldermen
From: Art Dornfeld Mayor
cc:
Date: 1 September 2026
Re: Mayor report for August 2026

Aug 3- Attended Commissioners meeting

Aug 4- Attended BOA Meeting

Aug 6- Concert Mulberry Park

Aug 12- Attended American Legion District meeting Calabash

Aug 13- Attended Concert Mulberry Park

Aug 16- Attended Brierwood meet and greet at Shallotte elks lodge

Aug 17- Attended Groundbreaking ceremony for county HHS building, Attended Commissioners meeting

Aug 18- Attended Ribbon cutting Lilly Birds Ice Cream. Attended GSATS Meeting, Attended Workshop meeting

Aug 24- Attended Zoom meeting with Creech about town hall

**SHALLOTTE BOARD OF ALDERMEN
RECESSED MEETING
JULY 28, 2026
5:00 P.M.**

Section VII, Item A.

The Shallotte Board of Aldermen met for a recessed meeting on July 28, 2026 at 5:00 p.m. in the meeting chambers located at 110 Cheers Street with Mayor Art Dornfeld presiding.

Aldermen present: Bobby Williamson, Gene Vasile, Jimmy Bellamy, Larry Harrelson and Karmen Custer (joined the meeting at 6:17 p.m.)

Staff present: Mimi Gaither, Robert Waring, Natalie Goins, Dan Formyduval, Jeremy Dixon and Isaac Norris

I. CALL TO ORDER

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

II. CONFLICT OF INTEREST

Mayor Dornfeld asked if any member of the Board had a conflict of interest or the appearance of a conflict of interest regarding any item on the agenda. None identified.

III. AGENDA AMENDMENTS & APPROVAL OF AGENDA

A motion was made by Bobby Williamson, seconded by Gene Vasile, to make the following amendments: Under VII. Discussion, add Item 1. Bond Infrastructure Questions, and renumber Town Manager Discussion as Item 2. Motion carried 4 yes 0 no.

IV. SAMET / CREECH PRESENTATION

Town Manager, Mimi Gaither, recalled that the Board had previously completed questionnaires identifying what elements of the proposed Town Hall project they wished to retain and what they were willing to eliminate in an effort to contain costs.

Rusty Miller of Creech & Associates and Jason Lovelace of Samet Corporation presented the design and cost-saving updates for the project. Proposed reductions included removal of the lighthouse tower, and EOC designation, as well as reductions to decorative features and enhanced finishes.

Board members raised questions regarding the project site, gymnasium and landscaping costs, overall project affordability, potential tax impacts, reducing the building's square footage, future expansion, renovation of the existing campus, and the potential sale or lease of Town-owned properties. Staff and the project team explained the cost and schedule impacts of each option, noting that significant redesigns or site changes could increase costs and delay the project. The discussion concluded with agreement to continue the preconstruction process based on the revised estimated project cost of approximately \$15.8 million, while pursuing additional cost-saving opportunities. A motion was made by Gene Vasile seconded by Larry Harrelson to proceed with the project at a cost not to exceed \$15.8 million

for purposes of continuing the development of the construction Guaranteed Maximum Price (GMP) and ultimately submitting for USDA financing. Motion carried 5 yes 0 no.

V. OUT OF TOWN SEWER RATES

A motion was made by Jimmy Bellamy, seconded by Karmen Custer, to reduce out-of-town sewer rates from 1.5 times to 1.25 times the in-town rate. Motion carried 5 yes 0 no.

VI. CONSENT AGENDA

A motion was made by Jimmy Bellamy, seconded by Gene Vasile, to approve the following consent agenda items. Motion carried 5 yes 0 no.

- A. Direct the Clerk to “Investigate the Sufficiency Thereof and to Certify the Result of the Investigation” for the following annexation request:
Annexation Petition T26-13
Parcel ID: 1810003501
Brian Fleer – Rourk Woods Investments, LLC.
36.24 Acres +/-
- B. Budget Amendment BA-26-27-2: Powell Bill \$32,874
- C. Lomali Budget Contract
- D. Resolution 26-08
- E. Alliance Code Enforcement Contract

VII. DISCUSSION

1. Bond Infrastructure Questions

Alan Lewis of East Coast Engineering provided an update on the Tidelands Preserve project and noted the remaining requirements for final plat recordation include a 96-foot pedestrian boardwalk over a wetland swash, a mulch trail, and associated open space amenities. Mr. Lewis requested consideration of a financial guarantee to allow the plat to be recorded prior to completion. Staff advised that the current UDO only allows financial guarantees for sidewalks and recommended against a UDO amendment. As an alternative, phasing the subdivision was discussed; the boardwalk and related amenities could be completed as part of a future phase, allowing the completed lots to proceed without requiring a UDO amendment or bonding mechanism. Mr. Lewis agreed with the phasing approach and will submit revised plans to the Planning Board for review.

2. Town Manager Selection Process

Planning Director Robert Waring recused himself, leaving the meeting at 7:09 p.m. prior to discussion of the Town Manager selection process due to his intent to apply for the position. Both

the Board and the Town Manager agreed this was the appropriate course of action in the interest of fairness to other applicants.

Town Manager Mimi Gaither reviewed the proposed advertising timeline, job description, advertisement materials, and draft interview questions. The advertising period was moved up to August 1 to allow additional time for background checks. The position will be advertised through the Beacon, Star News, Town website, League of Municipalities, and Council of Governments network. The Board discussed the proposed interview process, including initial staff screening, virtual interviews for out-of-area candidates, selection of finalists for in-person interviews, and a department head interview panel. The Town Manager asked the Board to review the draft interview questions and provide suggested revisions to the Human Resources Manager for finalization.

VIII. ADJOURN

A motion was made by Jimmy Bellamy, seconded by Gene Vasile, to adjourn the meeting at 7:30 p.m. Motion carried 5 yes 0 no.

Respectfully submitted,

Natalie Goins
Town Clerk

**SHALLOTTE BOARD OF ALDERMEN
REGULAR MEETING
AUGUST 4, 2026
5:15 P.M.**

Section VII, Item B.

The Shallotte Board of Aldermen met for a recessed meeting on August 4, 2026 at 5:15 p.m. in the meeting chambers located at 110 Cheers Street with Mayor Art Dornfeld presiding.

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

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

I. CALL TO ORDER

Mayor Dornfeld called the meeting to order. A motion was made by Bobby Williamson, seconded by Karmen Custer to open the meeting. Motion carried 5 yes 0 no.

II. INVOCATION & PLEDGE

Rev. Chris Eichorn of St. Luke Lutheran Church delivered the invocation followed by the Board and audience reciting the Pledge of Allegiance.

III. CONFLICT OF INTEREST

Mayor Dornfeld asked if any member of the Board had a conflict of interest or the appearance of a conflict of interest regarding any item on the agenda. None declared.

IV. AGENDA AMENDMENTS & APPROVAL OF AGENDA

A motion was made by Gene Vasile, seconded by Bobby Williamson, to make the following amendments: Add Item X. Closed Session. Renumber Adjourn as Item XI. Motion carried 5 yes 0 no.

V. PUBLIC COMMENTS

Dan O'Shea, 34 Country Club Drive, addressed the Board regarding drainage and irrigation concerns in Brierwood Estates. He described two failing drainage systems at the neighboring property at 36 Country Club Drive: an overgrown drainage gully and two collapsed stormwater pipes that he believes are impeding the natural conveyance of water to the Shallotte River. Mr. O'Shea presented photographic exhibits depicting erosion, sinkholes, and other conditions supporting his concerns, and requested the Town investigate the matter.

Brent Alchin, 425 Red Fox Street, expressed concerns about the accessibility and safety of the River Walk kayak launch, stating the incline from the floating dock to the water is too steep for safe extraction of a kayak. He asked that the design be reviewed before the new launch is opened to avoid repeating the same issue. He also inquired if the Town had any plans to provide additional recycling drop-off opportunities following the discontinuation of curbside recycling service.

VI. DEPARTMENT REPORTS

1. **POLICE**

Police Chief, Jeremy Dixon, stated RADAR certification was achieved by four officers. An error in the printed report listed only three officers.

2. **FIRE**

Fire Chief Paul Dunwell commended the coordinated response to the July 10 wildfire, recognizing the collaborative efforts of Town staff, law enforcement, and county and state agencies. He expressed appreciation for the teamwork and community support that contributed to the successful management of the incident.

3. **PLANNING**

4. **PUBLIC WORKS**

Public Works Director, Dan Formyduval, reported a correction to his written report: the number of 811 locate tickets processed was approximately 600, not the 266 printed.

5. **FINANCE**

6. **PARKS & RECREATION**

7. **ADMINISTRATION**

Alderman Larry Harrelson stated that he had been contacted regarding mailbox placement along Village Point Road near Copas Road. Mailboxes for homes on one side of a road with a new turn lane are positioned on the opposite side of the street, creating a potential safety hazard. Town Manager, Mimi Gaither, acknowledged the Town's limited authority over U.S. Postal Service decisions but agreed to voice the safety concern.

8. **MAYOR**

Mayor Dornfeld expressed his appreciation to all first responders who assisted with the July 10 wildfire response.

VII. **CONSENT AGENDA**

A motion was made by Bobby Williamson, seconded by Jimmy Bellamy, to approve the following consent agenda items. Motion carried 5 yes 0 no.

- A. July 7, 2026 Regular Meeting Minutes
- B. Addition & Amendment of Personnel Policy
 - 1. Article V. Condition of Employment
 - New Section 15. Artificial Intelligence (AI) Driven Tools in the Workplace
 - 2. Article VIII. Separation & Reinstatement
 - Section 2. Resignation

VIII. **PUBLIC HEARINGS**

- 1. **Rezoning (REZ 26-01)**
 - 4740 Leona’s Way**
 - PID# 21300048**

2.19 Acres**Shallotte RA-15 to Shallotte RAM-15**

Town Planner, Brandon Eaton, presented the rezoning petition for a 2.19-acre parcel, located at 4740 Leona's Way, proposing a change from Shallotte RA-15 to Shallotte RAM-15.

1. A motion was made by Gene Vasile, seconded by Jimmy Bellamy, to open the public hearing. Motion carried 5 yes 0 no.
2. Public Comments/Questions
3. A motion was made by Gene Vasile, seconded by Larry Harrelson, to close the public hearing. Motion carried 5 yes 0 no.
4. Board Comments/Questions
5. A motion was made by Karmen Custer, seconded by Gene Vasile, to approve the Zoning Amendment Statement of Consistency. Motion carried 5 yes 0 no.
6. A motion was made by Karmen Custer, seconded by Larry Harrelson, to approve rezoning PID 21300048 to Shallotte RAM-15. Motion carried 5 yes 0 no.

2. Rezoning (REZ 26-02)**285 Holden Beach Road****PID# 1980000802****0.87 Acres****Shallotte RAM-15 to Shallotte HB**

Town Planner, Brandon Eaton, presented the rezoning petition for a .87-acre parcel, located at 285 Holden Beach Road, proposing a change from RAM-15 to Highway Business (HB).

1. A motion was made by Jimmy Bellamy, seconded by Gene Vasile, to open the public hearing. Motion carried 5 yes 0 no.
2. Public Comments/Questions
3. A motion was made by Larry Harrelson, seconded by Gene Vasile, to close the public hearing. Motion carried 5 yes 0 no.
4. Board Comments/Questions
5. A motion was made by Karmen Custer, seconded by Gene Vasile, to approve the Zoning Amendment Statement of Consistency. Motion carried 5 yes 0 no.
6. A motion was made by Larry Harrelson, seconded by Gene Vasile, to approve rezoning PID 1980000802 to Shallotte HB. Motion carried 5 yes 0 no.

3. TXT 26-12 (Utility Substations)

Town Planner, Brandon Eaton, presented Text Amendment 26-12, which amends the Town of Shallotte Unified Development Ordinance, Article 10, Section 10-03(II), relating to utility substations. The proposed amendment would reclassify public utility substations from requiring a special use permit, instead allowing the use to be permitted “by right” in specific zoning districts within the Town’s jurisdiction. The Planning Board heard this item at its July 14th meeting and voted 4–3 to recommend approval, a split decision staff considered notable for the Board's awareness.

1. A motion was made by Jimmy Bellamy, seconded by Karmen Custer, to open the public hearing. Motion carried 5 yes 0 no.

2. Public Comments/Questions

3. A motion was made by Larry Harrelson, seconded by Gene Vasile, to close the public hearing. Motion carried 5 yes 0 no.

4. Board Comments/Questions

5. A motion was made by Gene Vasile, seconded by Bobby Williamson, to approve the Board of Aldermen Statement of Consistency. Motion carried 5 yes 0 no.

6. A motion was made by Bobby Williamson, seconded by Gene Vasile, to approve Ordinance 26-12 amending the Town of Shallotte Unified Development Ordinance, specifically Article 10, Section 10-03(II). Motion carried 5 yes 0 no.

IX. DISCUSSION

Town Manager, Mimi Gaither, introduced the topic of open burning restrictions, noting that Brunswick County had discussed the matter at a recent meeting, ultimately tabling action to allow staff to develop options. She asked the Board to gauge its interest in pursuing a similar ordinance for Shallotte focused initially on commercial land clearing, which would require developers to grind and haul vegetation rather than burn it on-site. The Board agreed that coordinating with Brunswick County would be appropriate. Staff were directed to monitor the County’s process and return with a proposed ordinance consistent with or complementary to the County’s approach.

X. CLOSED SESSION

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

Staff present: Mimi Gaither, Robert Waring, Natalie Goins, Brandon Eaton and Attorney Laura Thompson

A motion was made by Jimmy Bellamy, seconded by Gene Vasile, to enter Closed Session in accordance with N.C.G.S. § 143-318.11(a)(3), to consider and give instructions concerning a judicial action titled Timothy Powell, Megan Powell, and B&B Crane vs. The Town of Shallotte. Motion carried 5 yes 0 no.

A motion was made by Gene Vasile, seconded by Larry Harrelson, to resume regular session. Motion carried 5 yes 0 no. The Board directed the Attorney to proceed with exploring a negotiated resolution in

coordination with Town staff, with the understanding that any specific terms would require Board approval before being finalized.

XI. ADJOURN

A motion was made by Larry Harrelson, seconded by Jimmy Bellamy, to adjourn the meeting. Motion carried 5 yes 0 no.

Respectfully submitted,

Natalie Goins

Natalie Goins,
Town Clerk

**SHALLOTTE BOARD OF ALDERMEN
WORK SESSION
AUGUST 18, 2026
5:15 P.M.**

Section VII, Item C.

MEMBERS PRESENT:

Mayor Art Dornfeld
Alderman Gene Vasile
Alderman Karmen Custer

STAFF PRESENT:

Mimi Gaither, Town Manager
Robert Waring, Asst. Town Manager/Planning Director
Natalie Goins, Town Clerk
Dan Formyduval, Director of Public Services
Jeremy Dixon, Police Chief
Isaac Norris, Finance Director
Paul Dunwell, Fire Chief

No quorum was present; therefore, the Board was unable to conduct its scheduled work session. Glenn Taylor was in attendance for a presentation on behalf of the Hayden Pointe development. Tim Long, David Hancock, and Jeremy Roe participated remotely via Teams. Mr. Taylor, along with the remote participants, proceeded with an informational presentation regarding a proposal to establish a Special Improvement District for the Hayden Pointe development. The proposal would use private bond financing to fund infrastructure and development costs, with repayment through a special assessment on properties within the district. The Town would have no direct liability for the financing. Board members present received the information and asked questions. No Board action or direction was taken.

Respectfully submitted,

Natalie Goins,
Town Clerk



Town of Shallotte

ACTION AGENDA ITEM

2026

TO: Board of Alderman

FROM: Mimi Gaither, Town Manager

EXT. #

ACTION ITEM #:

MEETING DATE: 9.1.26

DATE SUBMITTED: 8.27.26

ISSUE/ACTION REQUESTED: Approval of dedication of sewer infrastructure in the Tidelands.

PUBLIC HEARING: ☐ YES ☒ NO

BACKGROUND/PURPOSE OF REQUEST: Eastcoast Engineering has brought forth the dedication paperwork for the dedication of the sewer infrastructure in the Tidelands. PU Director Dan Formyduval has reviewed the paperwork and infrastructure and this has also been vetted by the Town’s attorney.

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: Acceptance of the infrastructure. - MOG

FINANCE RECOMMENDATION: N/A

ATTACHMENTS:

1.

ACTION OF THE BOARD OF ALDERMEN

APPROVED: ☐

ATTEST:

CLERK TO THE BOARD

DENIED: ☐

**DEFERRED
UNTIL:**

SIGNATURE

OTHER:



East Coast Engineering, P.C.

ENGINEERS•PLANNERS•CONSULTANTS

TRANSMITTAL

DATE: March 23, 2026

TO: Maria Gaither, Shallotte Town Manager

FROM: Alan Lewis, President

SUBJECT: Tidelands Preserve – Sewer DOD and Affidavit

Please find enclosed the original owner-executed Deed of Dedication and the original owner-executed Affidavit for the sewer system serving Tidelands Preserve.

Should you have any questions or require any additional information, please contact our office at your convenience.

Thank you!

DEED OF DEDICATION

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

THIS DEED OF DEDICATION, made and entered into this the 24th day of November, 2025, by and between **HAMMOCKS AT SHALLOTTE POINTE, LLC**, a North Carolina Limited Liability Company, of 55 Leven Links Lane, Pinehurst, NC 28374, with an office and place of business in Brunswick County, North Carolina, party of the first part, hereinafter referred to as "Developer", and **TOWN OF SHALLOTTE**, a municipal corporation created and existing under the laws of the State of North Carolina, whose mailing address is 110 Cheers Street, Shallotte, NC 28470, party of the second part, hereinafter referred to as "Grantee";

WITNESSETH :

That whereas Developer is the owner and developer of a tract or parcel located in Shallotte Township, Brunswick County, North Carolina, known as "Tidelands Preserve";

And whereas Developer has caused to be installed sewer lines under and along the road rights-of-way hereinafter described and referenced;

And whereas Developer wishes to obtain sewer services from Grantee for the property and to make sewer services from Grantee's system available to individual owners;

And whereas Grantee has adopted through appropriate resolution stated policy regarding sewer systems under the terms of which, among other things, in order to obtain sewer services for said subdivision, Developer must convey title to the sewer collection system to Grantee through an instrument of dedication acceptable to Grantee;

NOW, THEREFORE, Developer, in consideration of Grantee accepting said sewer lines and making sewer available to said subdivision, has conveyed and by these presents does hereby convey to Grantee, its lawful successors and assigns, the following described property:

BEING all of those sewer collection lines and related equipment located within the streets and roadways of Tidelands Preserve and extending to and connecting with Town's main collection services at Village Point Road SW (State Road 1145), all as more fully shown and described in the attached Exhibit A consisting of seven (7) pages.

TO HAVE AND TO HOLD said sewer lines and equipment above described together with the privileges and appurtenances thereto belonging to Grantee forever.

Together with non-exclusive easements over, along and upon the entire area of the streets and cul-de-sacs depicted on the maps and serving the areas referenced above for purposes of entry into the subdivision for maintenance, repair and upkeep of the sewer collection system and for connecting the same to the individual lots developed or to be developed lying adjacent to said streets and cul-de-sacs reserving unto Developer, its successor and assigns, equal rights of easement and access over, in, along and upon said streets and cul-de-sacs for purposes of installing and maintaining such utility as may be required for the development of said subdivision, including, but not limited to, electric, gas, telephone, and cable/communication services.

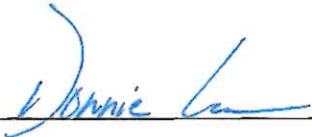
And Developer does hereby covenant that it is seized of said sewer lines and equipment described above in fee simple and has the right to convey the same in fee simple, that the same are free and clear of encumbrances, and that it will warrant and defend the title to the same against all persons whomsoever.

Developer warrants to Grantee that the system herein conveyed is of good quality and free from faults and defects and conform to as-built drawings. Developer warrants

said system for a period of one (1) year from the date of recording this Deed of Dedication in the Office of the Brunswick County Register of Deeds.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed, the day and year first above written.

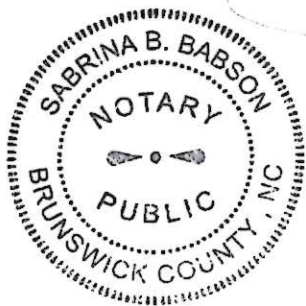
HAMMOCKS AT SHALLOTTE POINTE, LLC

By: 
_____, Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, a Notary Public of the County and State aforesaid, do hereby certify that Danie Lee personally appeared me this day, personally known to me and acknowledged that he is the Member/Manager of **Hammocks at Shallotte Pointe, LLC**, a North Carolina limited liability company, and that he, as Member/Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official seal, this the 24th day of November, 2025.




Signature of Notary Public
Sabrina B. Babson
Printed Name of Notary Public

My Commission Expires: 10/27/2028

ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit for Hammocks at Shallotte Pointe, LLC was accepted by the Town of Shallotte on the _____ day of _____, 20____.

TOWN OF SHALLOTTE

By: _____
Mayor

Town Clerk

PROJECT INFORMATION

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ACTIVITY 3	1000
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ACTIVITY 100	1000

SITE DEVELOPMENT PLANS

FOR

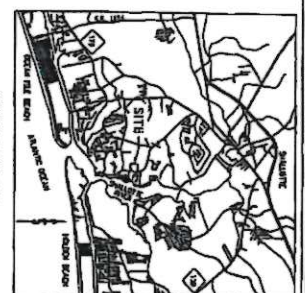
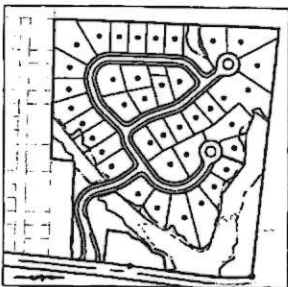


SHALLOTTE, NC

OWNER/DEVELOPER:

HAMMOCKS AT SHALLOTTE POINT, LLC
 C/O MR. DONNIE LEE
 55 LEVEN LINKS LN
 PINEHURST, NC 28374
 (910) 695-5652

OCTOBER 2025

**INDEX OF SHEETS**

NO.	TITLE
RD00	INDEX SHEET
RD01	PLAN & PROFILE - TIDELANDS PRESERVE DR.
RD02	PLAN & PROFILE - VISTA CT.
RD03	PLAN & PROFILE - VISTA CT.
RD04	PLAN & PROFILE - TIDAL CREEK DR.

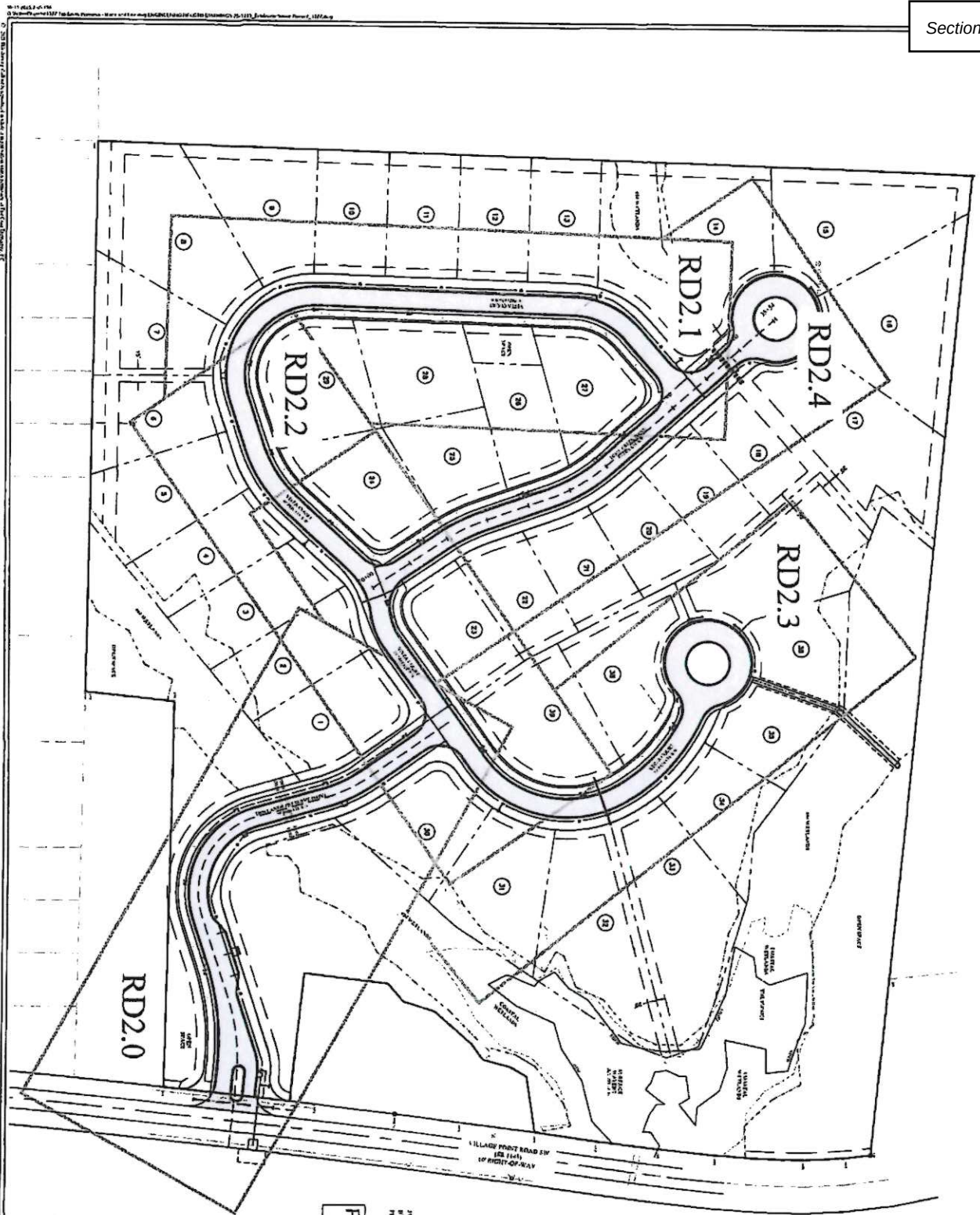


ROBERT TUCKER
 ENGINEER

East Coast Engineering, P.C.
 ENGINEERS-PLANNERS-CONSULTANTS
 4118 South Blvd.
 Pinehurst, NC 28374
 Phone: 910-695-5652
 Fax: 910-695-5653

RECORD DRAWINGS
 OCTOBER 2025

RECORDED DRAWING PLANNED FOR CONSTRUCTION
 APPROVED BY THE COMMISSION



RECORD DRAWINGS
OCTOBER 2025
REVISIONS BASED ON INTERMEDIATE
PROVIDED BY THE CONTRACTOR

ATCH LEGEND

- EXISTING POND AREA
- EXISTING ROAD
- EXISTING BUILDING
- EXISTING UTILITIES

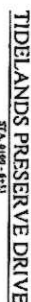
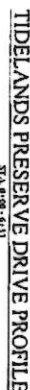
ROBERT E. TUCKER
SCALE 1" = 50'

INDEX SHEET

SITE DEVELOPMENT PLANS FOR TIDELANDS PRESERVE
SHALLOTTE, NORTH CAROLINA

East Coast Engineering, P.C.
ENGINEERS • PLANNERS • CONSULTANTS
4918 Main Street
P.O. Box 1000
Shelton, North Carolina 27888
Phone: 919.254.8029
Fax: 919.254.8029
E-mail: info@eastcoasteng.com

INDEX SHEET



RECORD DRAWINGS

TUCKER
10000 10th St. N. • Minneapolis, MN 55412
952/835-4400 • FAX 952/835-4401
www.tuckerusa.com • 1-800-828-2222

三

SALES

2-6000 REVIEWS SHOULD BE BY 01/20/2000 AND BY 02/01/2000. READER
REPLYING SHOULD BE BY 01/20/2000 AND BY 02/01/2000.

1888

NAME DATE SCORE

Spells

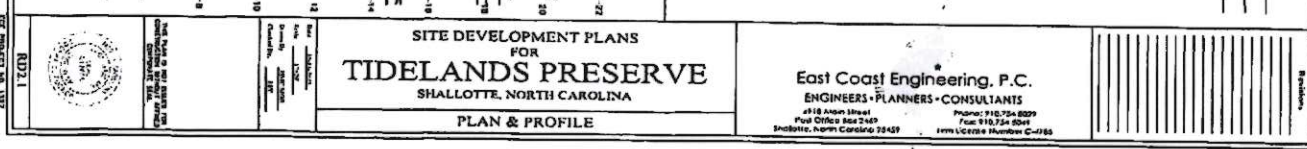
CONGRATULATIONS TO THE
WINNERS OF THE 2000
NATIONAL HIGH SCHOOL
SCIENCE CONTEST

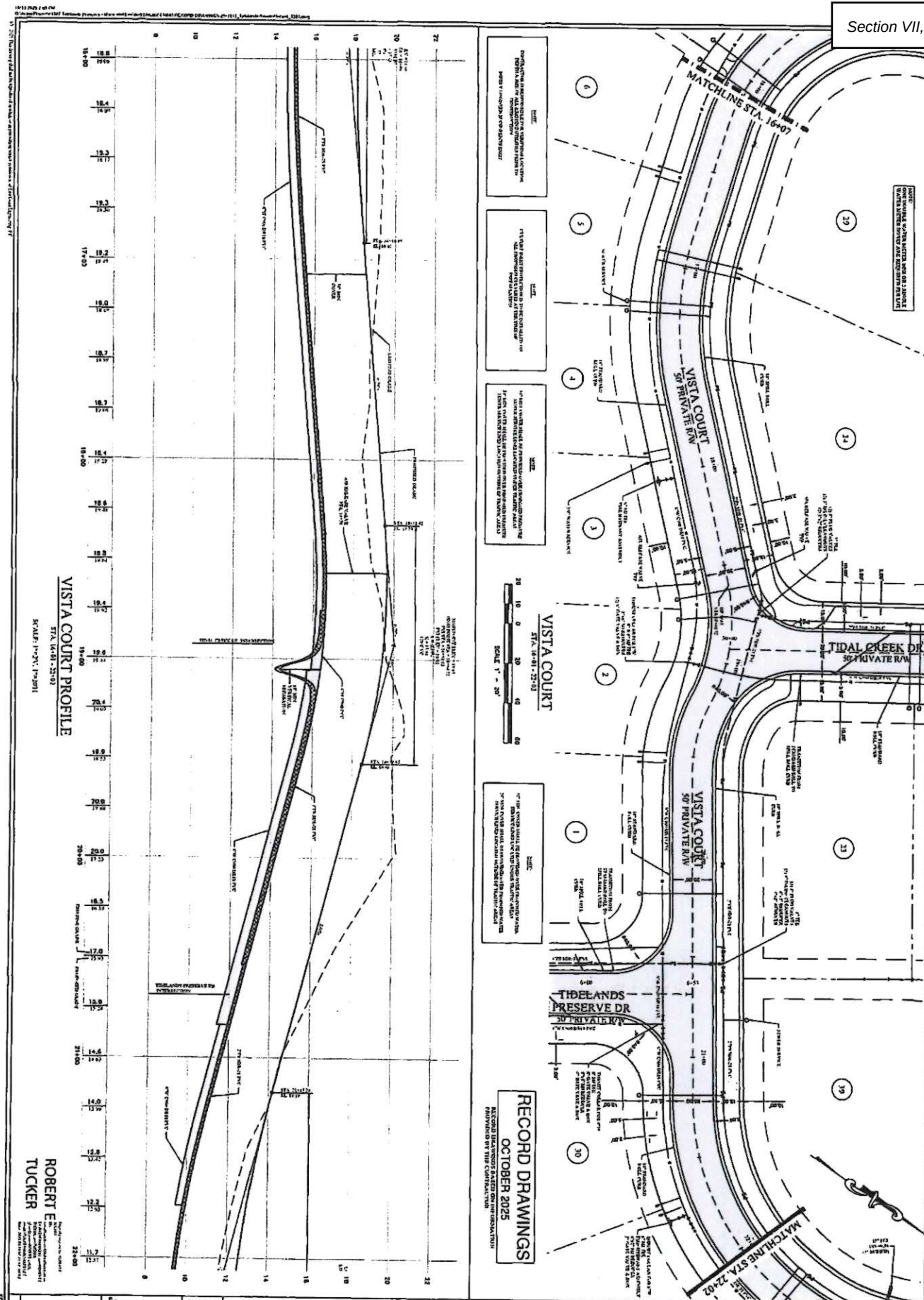
NOTE:
OVERLOADING & SWAYING AFTER HOT WORK SHOULD BE AVOIDED. SWAYING IS CAUSED BY A HOT REACTION ON THE HOT WORK.

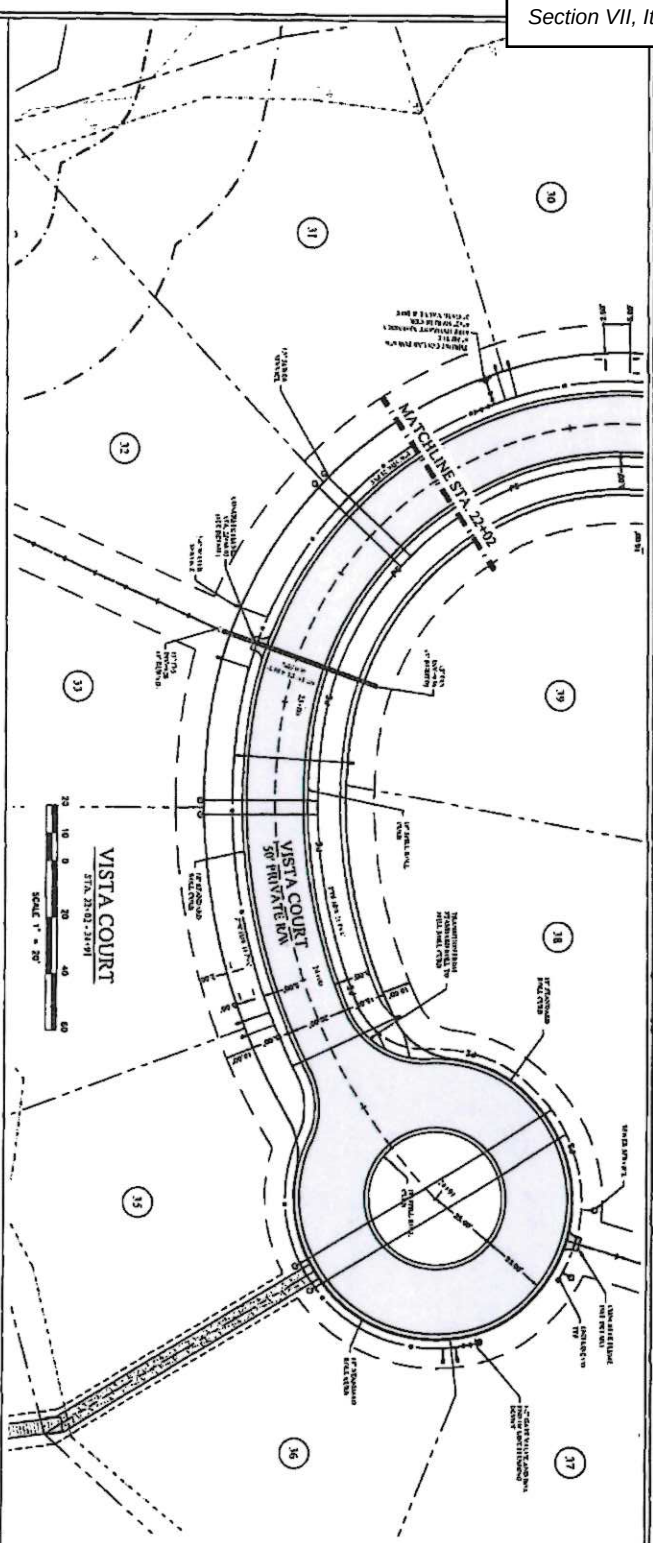
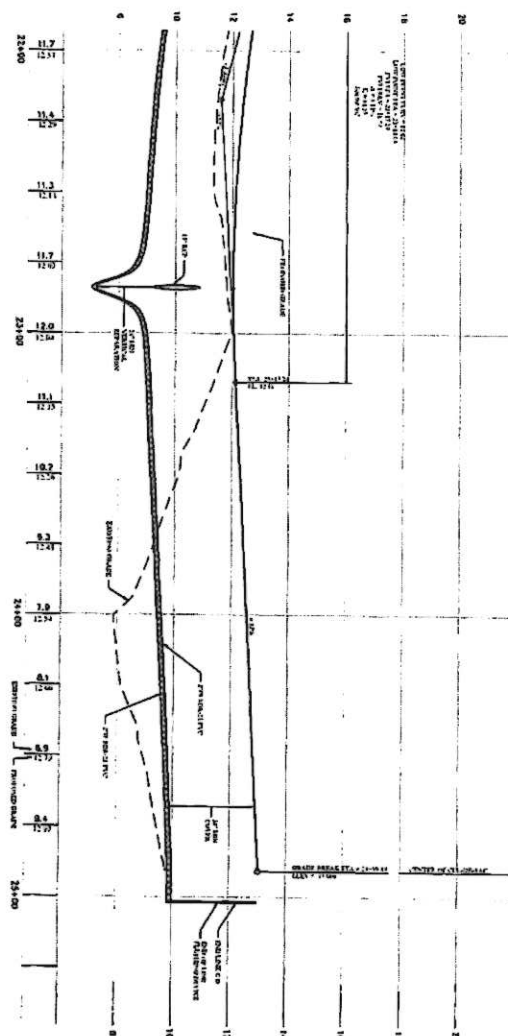
222

SITE DEVELOPMENT PLANS
FOR
TIDELANDS PRESERVE
SHALLOTTE, NORTH CAROLINA
PLAN & PROFILE

East Coast Engineering, P.C.
ENGINEERS • PLANNERS • CONSULTANTS
4918 Main Street Phone: 910/294-8100
Post Office Box 2469 Fax: 910/734-6500
Shelton, North Carolina 28459 Term License Number







VISTA COURT PROFILE

SCALE-1.5X: 1"=20MI

07-19-2025 2:48 PM
07-19-2025 2:48 PM

[illegible]

DO NOT WRITE IN THESE SPACES
UNLESS SPECIFICALLY REQUESTED

NOV 1967

FBI - NEW YORK

STREET
ONE LKA BOUT WATER BOTTLE ONLY L.A. 2 INCHES
WATER BOTTLE MOVES ARE ACQUAINTED FLA LON

1977.

VIEW OF PORTLAND'S MALL, SO PRESENTED AT ALL
MEETINGS. LINDA ANDERSON, AS WELL AS PRESIDENT STEVEN KROHN
POINTER, THOMAS J. FERGUSON, AND STEVE, STEVE STONE,
VALERIE, AND PHILIPPORE BY THE LINDA

NOTE
AN INFO CENTER WILL BE PROVIDED WITH INFORMATIONAL
LEADS DEVELOPED AND COUNCIL MEMBERS WILL BE
30 NEW RECORDS WILL BE PROVIDED WITH INFORMATIONAL
LEADS DEVELOPED AND COUNCIL MEMBERS WILL BE

Letter

we also invite you to let Bill & the other members of the
Larkin's Library Local Friends know what we think
of you. Our Lib. staff, Margaret & Peter, are always
happy to hear from you. Please write to: Margaret
17 New South Wales, Margaret Street, Sydney, NSW
1500. Tel: 02 9550 1234. Fax: 02 9550 1235. Email: lib@larkin.org.au

[illegible]

CONFIDENTIAL: THIS INFORMATION IS LOANED TO YOU BY THE FBI FOR YOUR OFFICIAL USE ONLY. IT IS NOT TO BE RELEASED TO THE PUBLIC OR OTHER AGENCIES WITHOUT THE WRITTEN AUTHORIZATION OF THE FBI.

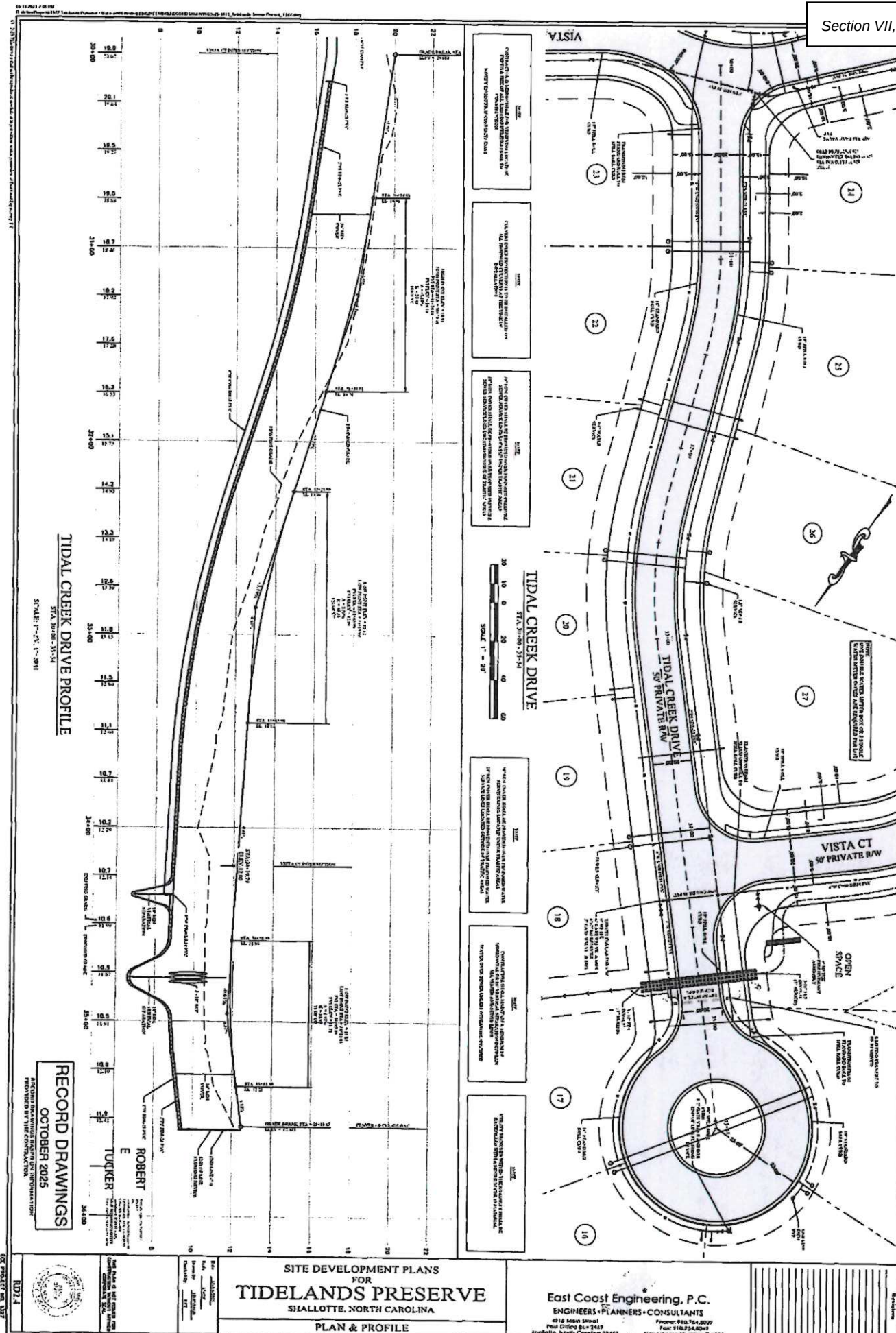
UNIT
CHRYSLER CREDIT FINANCIAL TO THE POSTAL SERVICE
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 01-28-2001 BY 60322 UCBAW

NOTES

CONTRACTS TO BE APPROVED BY THE STATE
LICENSING BOARD AND A STATE AGENCY SHALL BE RETURNED
FROM THE CONTRACTOR TO THE
STATE LICENSING BOARD IN A SEPARATE ENVELOPE

SITE DEVELOPMENT PLANS
FOR
TIDELANDS PRESERVE
SHALLOTTE, NORTH CAROLINA
PLAN & PROFILE

East Coast Engineering, P.C.
ENGINEERS • PLANNERS • CONSULTANTS
4918 Main Street Phone: 910/354-8022
Post Office Box 2467 Fax: 910/354-8041
Wilmington, North Carolina 28403 Firm License Number C-



AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

HAMMOCKS AT SHALLOTTE POINTE, LLC, a North Carolina Limited Liability Company with an office and place of business in Brunswick County, North Carolina, hereinafter referred to as Affiant, being first duly sworn, hereby deposes and says under oath as follows:

1. That it is the owner of certain property located in Shallotte Township, Brunswick County, North Carolina, known as Tidelands Preserve, containing lots numbered 1 through 39 as more particularly described in a Deed of Dedication in favor of the Town of Shallotte, North Carolina ("Town") of even date herewith.

2. That it has caused to be installed sewer collection lines under and along the road rights-of-way property hereinafter described and referenced:

BEING all of those sewer collection lines and related equipment located within the streets and roadways of Tidelands Preserve, and extending to and connecting with Town's main collection services at Village Point Road SW (State Road 1145), all as more fully described in Exhibit A to the Deed of Dedication from Affiant to Town of even date herewith which accompanies this Affidavit.

3. All the work which has been performed in the construction and installation of said sewer collection lines described in paragraph 2, above, has been fully paid for and there are now no liens of any kind including any lien for labor or material against the subdivision property which would in any way jeopardizes title of Affiant to the property in said subdivision nor are there any legal actions pending against

Affiant or any contractor arising out of any work performed in said subdivision or the sewer collection lines installed therein which would in any way jeopardize title to the subdivision or the sewer collection lines located therein.

IN WITNESS WHEREOF, Affiant has caused this instrument to be duly executed by its authorized officer, this 20th day of November, 2025.

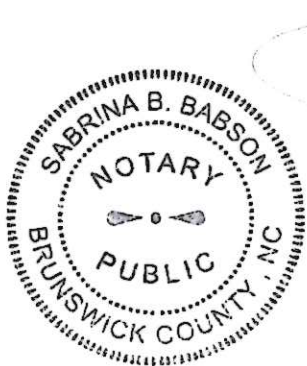
HAMMOCKS AT SHALLOTTE POINTE, LLC

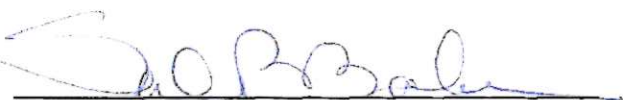
By: 
_____, Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, a Notary Public of the County and State aforesaid, do hereby certify that Danilo Lee personally appeared me this day, personally known to me and acknowledged that he is the Member/Manager of **Hammocks at Shallotte Pointe, LLC**, a North Carolina limited liability company, and that he, as Member/Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official seal, this the 20th day of November, 2025.




Signature of Notary Public

Sabrina B. Babson
Printed Name of Notary Public

My Commission Expires: 10/27/2028

SEWER INDEMNITY AGREEMENT

This Agreement, made this the 21st day of November, 2025, between HAMMOCKS AT SHALLOTTE POINTE, LLC, hereinafter Developer, and the TOWN OF SHALLOTTE, a body politic and corporate, duly organized under the Constitution and laws of North Carolina, hereinafter "Town".

Whereas, the Developer has declared an intention to or has constructed a new sewer system to serve a property generally known as Tidelands Preserve and has made provision for the use of this sewer system to supply the current and future needs of its development goals, and it is the intention of the Developer and the Town that the new sewer system will be accepted into the Town's sewer system to serve its customers at or near the subject property area, and

Whereas, the Developer has expressed a desire to have the new sewer system installed in an area that the Developer intends to cover with an impervious material, for uses including, but not limited to, parking, storage, or any other use that would impair the Town's access to the said sewer system in the event of needed repair or other modification of the said system, and

Whereas, the Town wishes not to unduly impede the progress of the Developer in the business of its scheduled construction and development, and to help the Developer meet its sewer needs while supplying quality sewer service to all of its customers,

Therefore, in consideration of the mutual covenants herein, the Town will supply sewer service to Tidelands Preserve in exchange for this agreement, whereby the Developer agrees that at all times subsequent to the transfer of this new sewer system by the Developer to, and acceptance by, the Town into the Town's sewer system, this agreement shall continue in force.

The said Developer for so long as it owns, or until NC DOT has accepted for maintenance as a dedicated public roadway, the area covered with an impervious material which lay above the sewer line, in exchange for the Town's acceptance of the said sewer line being located beneath an impervious material, shall timely make all necessary and prudent repairs to the said impervious surface should said surface be disrupted by the Town due to necessary maintenance activity. All repairs shall conform with the surrounding material such that there shall not be, after any pavement repair, that a hazardous condition exist, or any condition that would result in damage or injury to the said sewer system.

Developer further agrees that upon transfer of title to a third party, it shall include a covenant or other express condition applicable to the grantee, its successors or assigns

(including a property owner association which holds title to the property as common area), assigning the obligation to make in a timely manner all necessary and prudent repairs to the said impervious surface under which the sewer line is located.

Developer further agrees that the instrument assigning the obligation shall be appropriately filed with the Brunswick County Registry of Deeds. Provided, that in the case of a dedicated public road, upon receipt of a maintenance agreement from NC DOT, Developer will assign said repair obligation by covenant or other instrument, to the grantees, their successors or assigns (including a property owners association), of the development in which said public roads are located.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date first entered above.

HAMMOCKS AT SHALLOTTE POINTE, LLC

By: Donna L.
Member/Manager

TOWN OF SHALLOTTE

By: _____
Mayor

TIDELAND PRESERVE - DEED OF DEDICATION CHECK LIST				
	<u>Received/Sent</u>	<u>Sent Back</u>	<u>Received</u>	<u>Final Approval</u>
Final Sewer Permit	3/27/2026			
Deed Dedication	3/25/2026			
Affidavit	3/25/2026			
Itemized Assets Cost List	3/25/2026			
Recorded Deed for Lift-station	N/A			
Sewer Indemnity	3/25/2026			
Digital Copy of Dedication /Word Format				
Resolution of Acceptance				
Attorney Approval				
Public Utilities Approval (Dan)				
BOA Agenda Action Form				

North Carolina Department of Environmental Quality
Division of Water Resources

Section VII, Item D.

Permit Number: WQ0037290 Version: 1.0 Issued Date: 8/27/2014
Permit Type: Gravity Sewer Extension, Pump Stations, & Pressure Sewer Extensions

Facility Name: Tidelands Preserve LPSS
Facility County: Brunswick Latitude: 33.929444 Longitude: -78.382778
Facility Region: Wilmington

Owner Information Details:

Submit a Permit Ownership / Name Change form to DWR to make any changes to this Owner information.
Note that the owner is the legally responsible entity. ([Click Here for "Permit Ownership/Name Change" Form](#))

Owner Name: Town of Shallotte
Owner Affiliation: Walter Eccard Title: Mayor
Address1: PO Box 2287
Address2:
City, State & Zip: Shallotte, NC 28459-2287
Work Phone: 910-754-4032 Fax: 910-754-2740
Email Address:

Permit Engineer/Environmental Consultant

<u>Name</u>	<u>Organization Name</u>	<u>Phone</u>	<u>Email</u>
Holly M Cook	East Coast Engineering	910-754-8029	

Permit Events

<u>Event Description</u>	<u>Date</u>	<u>Comment</u>
Permit issued	8/27/2014	construction and operation of approximately 1,658 linear feet of 2-inch low pressure sewer; approximately 178 linear feet of 3-inch low pressure sewer; approximately 623 linear feet of 4-inch low pressure sewer, and 42 simplex grinder pumps with on-site audible and visual high water alarms to serve 42 single family residential units as part of the Tidelands Preserve LPSS project, and the discharge of 8,820 gallons per day of collected domestic wastewater. Note that pumps are constructed with 211 gallons of storage in accordance with 15A NCAC .0305(h)(1)(D).
Final Engineer Certification Received	3/26/2026	construction and operation of approximately 1,676 linear feet of 2-inch low pressure sewer; approximately 176 linear feet of 3-inch low pressure sewer; approximately 623 linear feet of 4-inch low pressure sewer, and 39 simplex grinder pumps with on-site audible and visual high water alarms to serve 39 single family residential units as part of the Tidelands Preserve LPSS project, and the discharge of <u>8,190</u> gallons per day of collected domestic wastewater.

Permit Comments (including all prior versions)

<u>Date</u>	<u>Comment Text</u>	<u>Version</u>
		1.00

NOTE: Receipt of an Engineering Certification (Partial and/or Final) is required prior to operation of the facility.

3/27/2026

Page 1

107

Tidelands Preserve Subdivision
Sewer System Itemized Assests Cost List
March 26, 2026

East Coast Engineering, P.C.
Shallotte, NC

SEWER								
4" SDR 21 PVC Pressure Sewer	623	LF	30.00	18,690.00	0	0.00	623	18,690.00
3" SDR 21 PVC Pressure Sewer	176	LF	28.00	4,928.00	0	0.00	176	4,928.00
2" SDR 21 PVC Pressure Sewer	1,676	LF	25.00	41,900.00	0	0.00	1,676	41,900.00
Conductive Tape & Copper Wire	2,475	LF	2.00	4,950.00	0	0.00	2,475	4,950.00
4"x6" Tapping Saddle	1	EA	3,000.00	3,000.00	0	0.00	1	3,000.00
4" Tapping Gate Valve & Box	1	EA	2,500.00	2,500.00	0	0.00	1	2,500.00
4" Plug Valve & Box	3	EA	3,000.00	9,000.00	0	0.00	3	9,000.00
3" Plug Valve & Box	2	EA	2,800.00	5,600.00	0	0.00	2	5,600.00
2" Plug Valve & Box	2	EA	2,500.00	5,000.00	0	0.00	2	5,000.00
4"x4" Tee	1	EA	1,000.00	1,000.00	0	0.00	1	1,000.00
4"x3" Reducer	1	EA	750.00	750.00	0	0.00	1	750.00
4"x2" Reducer	1	EA	750.00	750.00	0	0.00	1	750.00
3"x2" Reducer	2	EA	750.00	1,500.00	0	0.00	2	1,500.00
In-Line Cleanouts	5	EA	3,000.00	15,000.00	0	0.00	5	15,000.00
End of Line Cleanouts	3	EA	2,500.00	7,500.00	0	0.00	3	7,500.00
Air Release Valve	1	EA	6,500.00	6,500.00	0	0.00	1	6,500.00
Sewer Service	39	EA	2,200.00	85,800.00	0	0.00	39	85,800.00
Pressure Sewer Testing	1	LS	5,000.00	5,000.00	0	0.00	1	5,000.00
Concrete Thrust Blocking	1	CY	1,500.00	1,500.00	0	0.00	1	1,500.00
Seeding & Mulching 15' Wide	0.30	AC	4,000.00	1,200.00	0.3	1,200.00	0.3	1,200.00
Construction Survey Stakeout	1	LS	5,000.00	5,000.00	0	0.00	1	5,000.00
				\$227,068.00			\$227,068.00	

Source: Contractor's Construction Bid

RESOLUTION 26-09

WHEREAS, Hammocks at Shallotte Point, LLC, a North Carolina limited liability company, party of the first part, hereinafter referred to as "Developer" is the owner of a tract or parcel located in Shallotte Township, Brunswick County, North Carolina known as "Tidelands Preserve"; and

WHEREAS, Developer has caused to be installed sewer collection lines and related equipment located within the Town; and

WHEREAS, a Deed of Dedication has been executed by Developer on November 26, 2025, dedicating to the Town the following described property:

BEING all of those sewer collection lines and related equipment located within the streets and roadways of Tidelands Preserve and extending to and connecting with Town's main collection services at Village Point Road SW (State Road 1145), all as more fully described on the attached Exhibit A consisting of seven (7) pages attached to said deed of dedication.

WHEREAS, the acceptance of all of said property would benefit the Town of Shallotte and is in the best interest of the citizens of the Town of Shallotte.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE TOWN OF SHALLOTTE as follows:

1. That the Town hereby accepts the conveyance and dedication offered by Hammocks at Shallotte Point, LLC, as set forth above.
2. That the Town shall record the deed of dedication executed by Developer on November 26, 2025 in the Office of the Register of Deeds for Brunswick County.

ADOPTED THIS ____ DAY OF _____, 2026.

ATTEST:

Art Dornfeld, Mayor

Natalie Goins, Town Clerk



Town of Shallotte

ACTION AGENDA ITEM

2026

TO: Board of Alderman

FROM: Mimi Gaither, Town Manager

EXT. #

ACTION ITEM #: _____

MEETING DATE: 9.1.26

DATE SUBMITTED: 8.27.26

ISSUE/ACTION REQUESTED: Acceptance of Walmart Lift Station

PUBLIC HEARING: ☐ YES ☒ NO

BACKGROUND/PURPOSE OF REQUEST: We have been working with Walmart to dedicate the lift station. PU Director Dan Formyduval and Town Attorney have worked with Walmart to get all the moving parts of this dedication and have vetted the information. We are asking the BOA to accept the Lift Station. Resolution of Acceptance is included in the packet, we are waiting for Walmart to return the signed deed, and hope to have by Tuesday meeting and we will provide a copy at that time.

FISCAL IMPACT:

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

CONTRACTS/AGREEMENTS:

REVIEWED BY TOWN ATTORNEY: ☒ YES ☐ NO ☐ N/A

ADVISORY BOARD RECOMMENDATION: N/A

TOWN MANAGER’S RECOMMENDATION: Approval of the deed of acceptance for Walmart sewer lift station. - MOG

FINANCE RECOMMENDATION: N/A

ATTACHMENTS:

1.

<u>ACTION OF THE BOARD OF ALDERMEN</u>		
APPROVED:	☐	ATTEST:
DENIED:	☐	CLERK TO THE BOARD
DEFERRED		
UNTIL:	_____	_____
	SIGNATURE	
OTHER:		

RESOLUTION NO. 26-10

WHEREAS, That the Wal-Mart Real Estate Business Trust (hereinafter the “Trust”) is the owner of certain property located in Shallotte Township, Brunswick County, North Carolina, known as "Walmart Store Number 1767" as more particularly described in Book 1301 at Page 690, Book 1306 at Page 1125, and Book 1301 at Page 685 of the Brunswick County Registry; and

WHEREAS, That the Wal-Mart Real Estate Business Trust has caused to be installed the force main sewer line and lift station and appurtenances collectively “the dedicated utilities”, as more particularly depicted on the Deed located within the Town; and

WHEREAS, a Deed of Dedication has been executed by the Trust on August ____, 2026 dedicating to the Town the following described property:

1. Force Main Sewer Line and all appurtenances including all related facilities, other than the gravity sewer system, located within the Trust’s property.

2. Lift Station including the electrical control panel and all related facilities located within the hereinafter described property; said real property being included within the conveyance.

LIFT STATION AREA #1

A CIRCULAR PARCEL OF LAND HAVING A RADIUS OF 3.56 FEET, THE CENTER OF SAID CIRCULAR PARCEL BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTERLINE INTERSECTION OF US HIGHWAY 17 BUSINESS AND NC HIGHWAY 130; THENCE N30°15'14"E, 139.48 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF US HIGHWAY 17 BUSINESS; THENCE N49°54'22"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 438.07 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, N37°09'32"W, 300.21 FEET; THENCE N52°56'07"E, 120.01 FEET; THENCE N34°47'03"W, 317.57 FEET; THENCE S81°02'24"W, 92.12 FEET; THENCE S80°54'49"W, 54.52 FEET; THENCE S08°57'36"E, 8.31 FEET; THENCE S81°02'24"W, 338.00 FEET; THENCE N08°57'36"W, 20.00 FEET; THENCE N81°02'24"E, 84.92 FEET; THENCE N08°57'36"W, 15.47 FEET; THENCE N81°02'24"E, 10.47 FEET TO THE POINT OF BEGINNING AND CENTER OF SAID CIRCULAR PARCEL.

CONTAINING 40 SQUARE FEET OR 0.001 ACRES, MORE OR LESS.

LIFT STATION AREA #2

A CIRCULAR PARCEL OF LAND HAVING A RADIUS OF 2.74 FEET, THE CENTER OF SAID CIRCULAR PARCEL BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTERLINE INTERSECTION OF US HIGHWAY 17 BUSINESS AND NC HIGHWAY 130; THENCE N30°15'14"E, 139.48 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF US HIGHWAY 17 BUSINESS; THENCE N49°54'22"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 438.07 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, N37°09'32"W, 300.21 FEET; THENCE N52°56'07"E, 120.01 FEET; THENCE N34°47'03"W, 317.57 FEET; THENCE S81°02'24"W, 92.12 FEET; THENCE S80°54'49"W, 54.52 FEET; THENCE S08°57'36"E, 8.31 FEET; THENCE S81°02'24"W, 338.00 FEET; THENCE N08°57'36"W, 20.00 FEET; THENCE N81°02'24"E, 84.92 FEET; THENCE N08°57'36"W, 28.15 FEET; THENCE N81°02'24"E, 20.00 FEET; THENCE S08°57'36"E, 15.42 FEET; THENCE S81°02'24"W, 0.85 FEET TO THE POINT OF BEGINNING AND CENTER OF SAID CIRCULAR PARCEL.

CONTAINING 24 SQUARE FEET OR 0.001 ACRES, MORE OR LESS.

WHEREAS, an Easement Agreement has been executed by Developer on August __, 2026 granting a non-exclusive easement over, under, along, and across the following area (the "Easement Area") to the Town:

That certain area containing 23,189 square feet described as Sanitary Sewer Easement as set forth below together with a strip of land extending ten feet (10') on each side of the location of the Dedicated Utilities within the property along with reasonable vehicular and pedestrian ingress and egress to and from this Easement Area described above on and over paved drive aisles located on the Property.

SANITARY SEWER EASEMENT

ALL THAT CERTAIN PARCEL OF LAND LYING AND BEING IN THE TOWN OF SHALLOTTE, LOCKWOOD FOLLY TOWNSHIP, BRUNSWICK COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTERLINE INTERSECTION OF US HIGHWAY 17 BUSINESS AND NC HIGHWAY 130; THENCE N30°15'14"E, 139.48 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF US HIGHWAY 17 BUSINESS; THENCE N49°54'22"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 438.07 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, N37°09'32"W, 300.21 FEET; THENCE N52°56'07"E, 120.01 FEET TO THE POINT OF BEGINNING; THENCE N34°47'03"W, 317.57 FEET; THENCE S81°02'24"W, 92.12 FEET; THENCE S80°54'49"W, 54.52 FEET; THENCE S08°57'36"E, 8.31 FEET; THENCE S81°02'24"W, 338.00 FEET; THENCE N08°57'36"W, 20.00 FEET; THENCE N81°02'24"E, 84.92 FEET; THENCE N08°57'36"W, 28.15 FEET; THENCE N81°02'24"E, 20.00 FEET; THENCE S08°57'36"E, 19.84 FEET; THENCE N81°02'24"E, 413.81 FEET; THENCE S32°34'28"E, 242.27 FEET; THENCE S34°47'03"E, 77.33 FEET; THENCE S52°56'07"W, 30.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 23,189 SQUARE FEET OR 0.532 ACRES, MORE OR LESS.

WHEREAS, the acceptance of all of said property and easement would benefit the Town of Shallotte and is in the best interest of the citizens of the Town of Shallotte.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE TOWN OF SHALLOTTE as follows:

1. That the Town hereby accepts the conveyance and dedication offered by Wal-Mart Real Estate Business Trust as set forth above.
2. That the Town shall record the Deed of Dedication and Easement Agreement in the office of the Register of Deeds for Brunswick County.

Adopted this the ____ day of _____, 2026.

ATTEST:

Art Dornfeld, Mayor

Natalie Goins, Town Clerk



Town of Shallotte Board of Aldermen
ACTION AGENDA ITEM
2026

TO: Board of Aldermen

ACTION ITEM #: ANX 26-11

MEETING DATE: 9/01/2026

FROM: Robert Waring, Planning Director

DATE SUBMITTED: _____

ISSUE/ACTION REQUESTED: Review application & plans for the proposed Gray Bridge Road PUD annexation/rezoning & demonstrate that said plans conform to the standards for Planned Unit Developments detailed with the Town's UDO.

PUBLIC HEARING: ☒ YES ☐ NO

BACKGROUND/PURPOSE OF REQUEST:

The project is a 98-acre tract (Parcel ID# 21400001) located along Gray Bridge Road across from Solterra (San Rio) subdivision. The property is currently zoned County-Residential 7500. The proposed zoning, Planned Unit Development will allow for single family home sites. The project currently includes single-family 400 lots.

The project contains a small tract across Shell Pt Rd. that is proposed for dedication to Brunswick County for a use that has yet to be determined.

The area is not shown on the Town's Future Land Use map. The surrounding properties are a combination of Residential Medium Density & Low Density. These two descriptions include a density range of 4-6 units/acre for medium & 3 units/acre for low. The project's proposed density is 4 units/acre.

Sewer utilities will be provided by the Town and will require the developer to extend a sewer line down Gray Bridge Rd. Water will be provided by Brunswick County.

The project specific TIA includes the extension/creation of turn lanes on Gray Bridge Rd, Shell Point, & Holden Beach Rd. NCDOT reviewed and approved the TIA. Internal roads will be designed/constructed to NCDOT standards & dedicated to the Town for maintenance.

Once the PUD master plan is approved a phased preliminary subdivision application will be required. Review of these plans & applications will include reviewing heritage tree preservation/replacement, stormwater, wetland impacts, rec space provisions & any other subdivision requirement.

The Board of Aldermen may:

Vote to approve the rezoning as proposed; or

Vote to deny the rezoning as proposed; or

Vote to modify the master plan; or

Continue the item until additional information is presented.

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: At their August meeting, the Planning Board voted unanimously to recommend approval.

STAFF RECOMMENDATION: Staff recommend that the Board consider approval of the annexation & rezoning with the following conditions:

1. Preliminary subdivision plans/applications match PUD plans
2. Stormwater utilities be designed for the 100-yr storm event
3. A completed and signed sewer permit application be received prior to recording final plat
4. Tree canopy preservation/replacement within common areas & open space be maximized

FINANCE RECOMMENDATION: NA

ATTACHMENTS:

1. Annexation Petition & PUD Application
2. Area Map
3. PUD Plans
4. TRC Comments & Responses
5. Traffic Analysis
6. Permitted Use Table
7. Planning Board Statement of Consistency
8. Draft Statement of Consistency
9. Ordinance 26-11

ACTION OF THE PLANNING BOARD

APPROVED:

☐

ATTEST:

CLERK TO THE BOARD

DENIED:

☐

**DEFERRED
UNTIL:**

SIGNATURE

OTHER:

Section VIII, Item 1.

Shallotte

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
LaDane Williamson	OI INVESTMENT PROPERTIES, LLC	21400001	☐ Yes ☒ No	DocuSigned by: LaDane Williamson 7A7B644BA6B0453...	6/23/26
			☐ Yes ☐ No		
			☐ Yes ☐ No		
			☐ Yes ☐ No		
			☐ Yes ☐ No		
			☐ Yes ☐ No		
			☐ Yes ☐ No		
			☐ Yes ☐ No		

Respectfully,

Printed Name	Mailing Address	Parcel ID #(s)	Vested Rights?	Signature	Date
LaDane Williamson, As the Manager of OI INVESTMENT PROPERTIES, LLC	8818 NEW VILLAGE WAY, WILMINGTON, NC, 28408	21400001	☐ Yes ☒ No	<i>LaDane Williamson</i>	<i>6.23.26</i>
			☐ Yes ☐ No	<i>as the manager of OI Investments Properties, LLC</i>	
			☐ Yes ☐ No		
			☐ Yes ☐ No		
			☐ Yes ☐ No		
			☐ Yes ☐ No		
			☐ Yes ☐ No		
			☐ Yes ☐ 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 parcel 21400001 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 13th day of August, 2026.



Natalie Goins
Natalie Goins, Town Clerk





**Secretary of
State**
Elaine F. Marshall

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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: OI Investment Properties, LLC

Secretary of State Identification Number (SOSID): 1339604

Status: Current-Active

Citizenship: Domestic

Date formed: 9/24/2013

Registered agent: [Odell DeCarol Williamson](#)

Mailing address

2618 New Village Way
Wilmington, NC 28405-7426

Principal Office address

2618 New Village Way
Wilmington, NC 28405-7426

Registered Office address

2618 New Village Way
Wilmington, NC 28405-7426

Registered Mailing address

2618 New Village Way
Wilmington, NC 28405-7426

Company officials

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

- **Manager**

[Decarol Williamson](#)

2618 New Village Way
Wilmington NC 28405

- **Manager**

[Ladane Williamson](#)

10155 Beach Dr SW
Calabash NC 28467



MAJOR SUBDIVISION/ PRD/PUD APPLICATION

Official Use Section VIII, Item 1.

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 must be complete and accompanied by the appropriate application fee, payable in cash or by check made to the Town of Shallotte. Contact the Town of Shallotte Planning Department to determine the appropriate fee or consult the current Town of Shallotte Fee Schedule. Applicants will also be responsible for the full cost of public notices, if any, which will be billed at a later time. Additionally, applicants may be charged for the balance of any professional review fees that exceed the application fee. Contact the Town of Shallotte Public Works Department to determine utility fees. All fees due must be paid in full before an application will be submitted for review by the Planning Board or Board of Aldermen or a preliminary or final plat will be signed.

The procedure and regulations for developing a Planned Residential Developments and Planned Unit Developments can be found in articles 15 and 16 respectively of the Unified Development Ordinance. Regulations for Major Subdivisions can be found in articles 27 through 31. Applicants are encouraged to schedule a pre-application meeting with staff prior to submitting a final application.

Project Name: GRAY BRIDGE RD		
SECTION 1: APPLICANT INFORMATION		
Applicant Name: ANDY MILLS		
Mailing Address: 2000 REGENCY PKWY, SUITE 470, CARY NC 27518		
Phone: 910-233-8581	Fax: _____	Email: andy.mills@collierseng.com
SECTION 2: PROPERTY OWNER INFORMATION (if different from above)		
Owner Name(s): OI INVESTMENT PROPERTIES, LLC		
Mailing Address: 2618 NEW VILLAGE WAY, WILMINGTON, NC, 28405		
Phone: 910-251-8563	Fax: _____	Email: ladane@ladane.com
SECTION 3: PROPERTY INFORMATION		
Street Address and/or Description of Location: GRAY BRIDGE RD SW, SHALLOTTE, NC 28670		
Parcel Tax ID #(s): 21400001	Total Site Acres: 98.035 AC	
Current Zoning District(s): CO-R-7500		
SECTION 4: PROJECT INFORMATION		
Proposed Zoning District(s): PUD ☒ PUD ☐ PRD Overlay		
Project to be developed in phases? ☒ YES ☐ NO <i>Phase Lines must be shown on Master Development Plans.</i>		
Brief Project Description: PROPOSED DEVELOPMENT IS A RESIDENTIAL DEVELOPMENT WHICH WOULD BE DEVELOPED IN 2 PHASES WITH GREAT VEHICULAR AND PEDESTRIAN INTERCONNECTIVITY.		

SECTION 4: PROJECT INFORMATION (continued)

PROPOSED LAND USE MIX	UNITS	ACRES	SQUARE FOOTAGE
Single-Family Detached Residential	400	98.035	NA
Single-Family Attached Residential (Townhomes)	0	0	NA
Multi-Family Residential (Triplex, Quadraplex, Apartments, Condos)	0	0	NA
Office & Institutional (including religious, civic, and educational uses)	0	0	NA
Retail	0	0	NA
Other Non-retail Commercial	0	0	NA
Light Industrial	0	0	NA
Recreation & Open Space (privately owned and maintained)	NA	0	NA
Recreation & Open Space (dedicated to Town of Shallotte)	NA	0	NA

SECTION 5: SUPPLEMENTAL INFORMATION REQUIRED

Each application use must include:

- ☒ An application fee in cash or check made payable to the Town of Shallotte.
- ☒ Applicable utility fees, including transmission recovery fees and sewer allocation fees.
- ☒ For conventional subdivisions: a preliminary plat pursuant to Appendix IV.
- ☒ For PUDs: a Master Development Plan/Land Use Plan/Site Plan pursuant to Section 16-9 and Appendix IV.
- ☐ For PRDs: a Master Development pursuant to Sections 15-4, 15-5, and Appendix IV.
- ☒ A Traffic Impact Study pursuant to Section 30-25, if required.
- ☒ A copy of property deeds and any referenced maps for all tracts under consideration.
- ☒ A notarized letter of authorization if acting as the agent for the property owner(s).

SECTION 6: APPLICANT/OWNER SIGNATURE

In filing this 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.

Andy Mills
Digitally signed by Andy Mills
 DN: E=andy.mills@collierseng.com,
 CN=Andy Mills, OU=NC Raleigh,
 OU=Users by Office, DC=corp,
 DC=collierseng, DC=com
 Location: Raleigh, NC
 Reason: I have reviewed this document
 Contact info: andy.mills@collierseng.com
 Date: 2026.06.01 10:54:13-04'00'

Signature: _____

Date: 6/1/26

Official Use Only

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

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

Comments: _____

ENVIRONMENTAL:

SEGi
5315 S. COLLEGE ROAD,
SUITE E
WILMINGTON, NC 28412



**NOT FOR
CONSTRUCTION**

**HUMABUILT
DEVELOPMENT**

**PLANNED UNIT DEVELOPMENT
PLAN**

GRAY BRIDGE RD

**TOWN OF SHALLOTTE
BRUNSWICK COUNTY
NORTH CAROLINA**

COVER SHEET

Colliers

Engineering & Design,
Architecture, Landscape
Architecture, Surveying
CT, P.C.

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VISIT: WWW.CALL811.COM

[illegible]

BOUNDARY AND
TOPOGRAPHIC SURVEY
FOR
OI INVESTMENT
PROPERTIES, LLC
ETALS

PARCEL ID: 21400001
DB 3488 PG 253
LOCKWOODS FOLLY
TOWNSHIP
BRUNSWICK COUNTY
NORTH CAROLINA

Colliers
Engineering & Design,
Architecture, Landscape
Architecture, Surveying
CT, P.C.

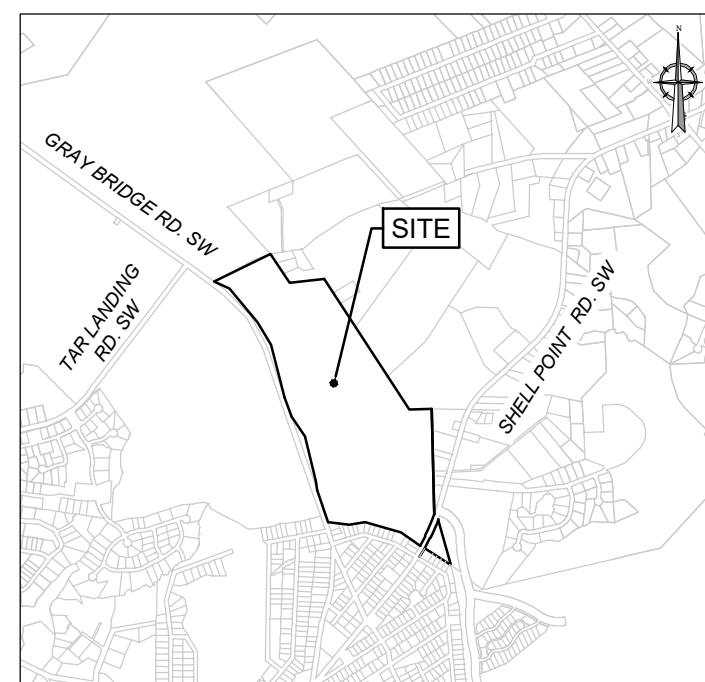
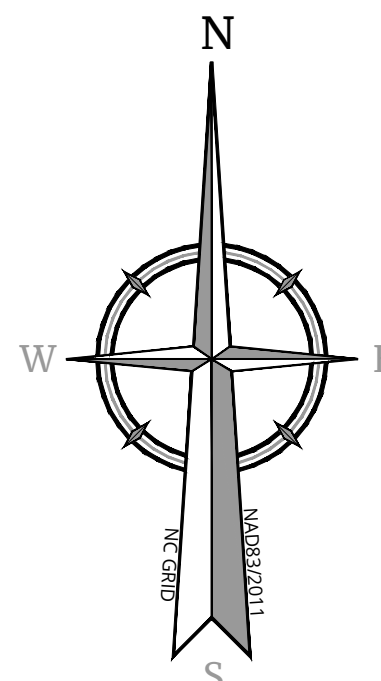
WILMINGTON
301 Government Center Drive
Suite 201
Wilmington, NC 28403
Phone: 910.444.3517
COLLIERS ENGINEERING & DESIGN,
ARCHITECTURE, LANDSCAPE
ARCHITECTURE, SURVEYING, CT, P.C. DOMINIC

SCALE: 1"=100'	DATE: 01/09/26	DRAWN BY: GD	CHECKED BY: SA
PROJECT NUMBER: 25011192A		DRAWING NAME: 25011192A_V-SURV	

SHEET TITLE:

BOUNDARY AND
TOPOGRAPHIC SURVEY

SHEET NUMBER: 01 of 02

VICINITY MAP
(NOT TO SCALE)

LEGEND

- | | |
|---|----------------------------------|
| _____ | SUBJECT PROPERTY LINE (SURVEYED) |
| _____ | GIS PROPERTY LINE (NOT SURVEYED) |
| _____ | ROAD RIGHT-OF-WAY |
| _____ | EDGE OF PAVEMENT |
| _____ | MAJOR CONTOUR |
| _____ | MINOR CONTOUR |
| _____ | U/G STORM PIPE |
| _____ | FENCE (AS DESCRIBED) |
| _____ | TREE LINE |
| _____ | DIRT ROAD |
| _____ | TOP OF BANK |
| _____ | BOTTOM OF BANK |
| _____ | OVERHEAD POWER |
|  | WATER VALVE MARKER |
|  | IRON FOUND (AS DESCRIBED) |
|  | STREET SIGN |
|  | MONUMENT FOUND |
|  | LIGHT POLE |
|  | TELEPHONE PEDESTAL |
|  | SIGN |
|  | WATER VALVE |
|  | CATV PEDESTAL |
|  | FIRE HYDRANT |
|  | GUY ANCHOR |
|  | POWER POLE |
|  | UNDERGROUND TELEPHONE MARKER |
|  | CALCULATED POINT |
|  | MAILBOX |
-
- | | |
|-------|--------------------------|
| PB = | PLAT BOOK |
| DB = | DEED BOOK |
| PG = | PAGE |
| RCP = | REINFORCED CONCRETE PIPE |
| CMP = | CORRUGATED METAL PIPE |
| CPP = | CORRUGATED PLASTIC PIPE |
| N/F = | NOW OR FORMERLY |
| I/V = | INVERT |
| IPF = | IRON PIPE FOUND |
| IRF = | IRON ROD FOUND |
| MON = | MONUMENT FOUND |

PB = PLAT BOOK
DB = DEED BOOK
PG = PAGE
RCP = REINFORCED CONCRETE PIPE
CMP = CORRUGATED METAL PIPE
CPP = CORRUGATED PLASTIC PIPE
N/F = NOW OR FORMERLY
INV. = INVERT
IPF = IRON PIPE FOUND
IRF = IRON ROD FOUND
MONE = MONUMENT FOUND

NOTES:

1. THE PURPOSE OF THIS PLAT IS TO PROVIDE A BOUNDARY AND TOPOGRAPHIC SURVEY OF THE PROPERTY KNOWN AS TAX PARCEL ID 21400001 IN THE BRUNSWICK COUNTY TAX OFFICE.
2. ALL DISTANCES, BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO NORTH CAROLINA STATE PLANE COORDINATES (US SURVEY FOOT) AND IS RELATIVE TO NAD83 AND DECIMALS THEREOF REPRESENT HORIZONTAL GRID DISTANCES UNLESS OTHERWISE NOTED. AREA BY COORDINATE METHOD.
3. THE PROPERTY DESCRIBED ON THIS SURVEY DOES NOT LIE WITHIN AN AREA DESIGNATED AS FLOOD ZONE AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP NUMBER(S) 3720109700K AND 3720200700K, WITH AN EFFECTIVE DATE OF AUGUST 28, 2018.
4. UTILITIES WHICH WERE NOT OBSERVED AND NOT SHOWN HEREON MAY EXIST. IT IS THE OWNERS/TENANTS RESPONSIBILITY TO VERIFY THE LOCATION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. COLLIER'S ENGINEERING & DESIGN CANNOT ASSUME RESPONSIBILITY FOR MISIDENTIFICATION OR OMISSION OF UNDERGROUND UTILITIES.
5. DATE OF FIELD SURVEY: NOVEMBER 25, 2025 - JANUARY 07, 2026.

OWNER : OI INVESTMENT PROPERTIES, LLC ETALS
GRAY BRIDGE ROAD SW
SHALLOTTE, NC 28470

REFERENCES

DEED BOOK 3488 PAGE 253
PLAT BOOK V PAGE 82

CERTIFICATE OF SURVEY

1. SARAH M. ADAMS, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE, UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 3488 PAGE 253), THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION FOUND THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AND ARE DRAWN FROM INFORMATION PROVIDED BY (BRUNSWICK COUNTY GIS) AS SHOWN; THAT THE POSITIONAL ACCURACY IS (0.03' HORIZONTAL, 0.05' VERTICAL) AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600)

THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

THAT THIS PROJECT WAS COMPLETED UNDER MY DIRECT AND RESPONSIBLE CHARGE FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THIS GROUND SURVEY WAS PERFORMED AT THE 95% CONFIDENCE LEVEL TO MEET THE REQUIREMENTS FOR A TOPOGRAPHIC SURVEY TO THE ACCURACY OF CLASS A AND VERTICAL ACCURACY WHEN APPLICABLE TO THE CLASS A AND THAT THE ORIGINAL DATA WAS OBTAINED ON 11.25.2025 - 01.07.2026; THAT THE SURVEY WAS COMPLETED ON 01.07.2026; THAT CONTOURS SHOWN AS BROKEN LINES MAY NOT MEET THE STATED STANDARD; AND ALL COORDINATES ARE BASED ON NAD83 AND ALL ELEVATIONS ARE BASED ON NAVD88.

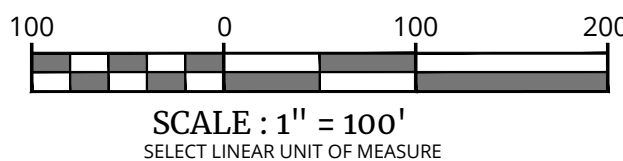
THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION
AND THE FOLLOWING INFORMATION USED TO PERFORM THE SURVEY

- | | |
|----------------------------------|--|
| 1. CLASS OF SURVEY | A3 |
| 2. POSITIONAL ACCURACY: | 0.03" HORIZONTAL, 0.05" VERTICAL |
| 3. TYPE OF FIELD PROCEDURE: | NC RTK VRS NETWORK UTILIZING TRIMBLE R12 RECEIVERS |
| 4. DATE(S) OF SURVEY: | 11/25/2025 - 01/07/26 |
| 5. DATUM/EPOCH: | NAD83 (NRSR 2011) / NAVD88 |
| 6. PUBLISHED/FIXED CONTROL USED: | PT 4550 - REBAR W/ CAP |
| 7. GEOID MODEL: | GEOID18 |
| 8. COMBINED SCALE FACTOR: | 1.00012652 |
| 9. UNITS | US SURVEY FOOT |

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL
THIS 9TH DAY OF JANUARY, 2026

SARAH M. ADAMS, PLS L-5717
COLLIERS ENGINEERING & DESIGN, ARCHITECTURE, LANDSCAPE ARCHITECTURE, SURVEYING CT, P.C.
NC FIRM NO: C - 4746

PRELIMINARY
NOT FOR RECORDATION, CONVEYANCES, OR SALES



MATCHLINE

SHEET 1
SHEET 2

SHEET 2

Engineering & Design,
Architecture, Landscape
Architecture, Surveying
CT, P.C.

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[illegible]

BOUNDARY AND TOPOGRAPHIC SURVEY

FOR
OI INVESTMENT
PROPERTIES, LLC
ETALS

PARCEL ID: 21400001
DB 3488 PG 253
LOCKWOODS FOLLY
TOWNSHIP
BRUNSWICK COUNTY
NORTH CAROLINA

Colliers
Engineering & Design,
Architecture, Landscape
Architecture, Surveying
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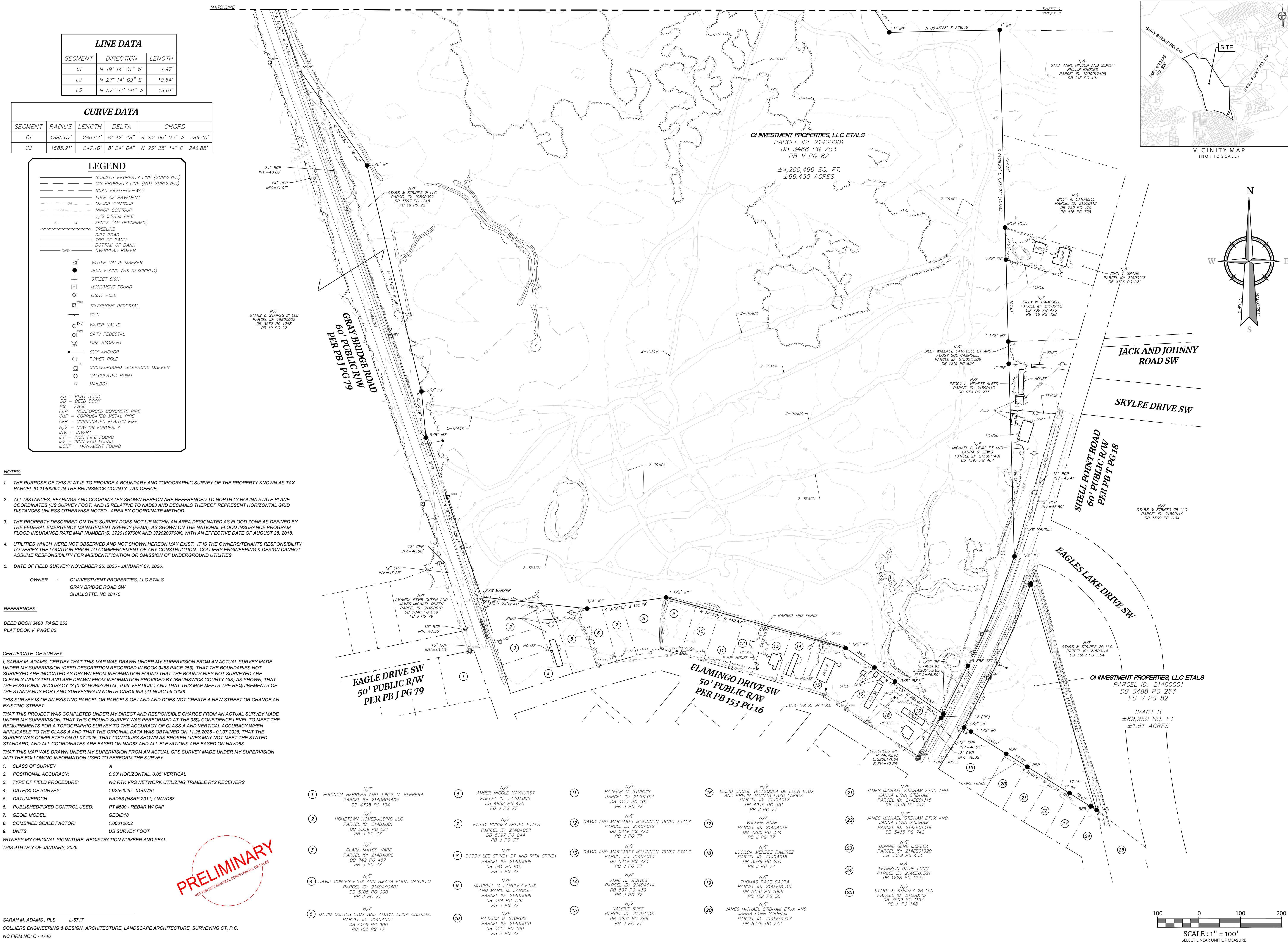
WILMINGTON
301 Government Center Drive
Suite 201
Wilmington, NC 28403
Phone: 910.444.3517
COLLIERS ENGINEERING & DESIGN,
ARCHITECTURE, LANDSCAPE
ARCHITECTURE, SURVEYING, C.T., P.C. DOMINIC

SCALE: 1"=100'	DATE: 01/09/26	DRAWN BY: GD	CHECKED BY: SA
PROJECT NUMBER: 25011192A		DRAWING NAME: 25011192A_V-SURV	

SHEET TITLE:

BOUNDARY AND
TOPOGRAPHIC SURVEY

SHEET NUMBER:
02 of 02



NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION



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REV | DATE | DESCRIPTION



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NOTIFICATION OF
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ANY PERSON PREPARING TO
DISTURB THE EARTH'S SURFACE
ANYWHERE IN ANY STATE

FOR STATE SPECIFIC DIRECT PHONE NUMBERS
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HUMABUILT
DEVELOPMENT

PLANNED UNIT DEVELOPMENT
PLAN

GRAY BRIDGE RD

TOWN OF SHALLOTTE
BRUNSWICK COUNTY
NORTH CAROLINA



Engineering & Design,
Architecture, Landscape Architecture,
Surveying, CT P.C.

RALEIGH
2000 Regency Parkway,
Suite 295
Cary, NC 27518
Phone: 919.439.6082
COLLIERS ENGINEERING & DESIGN,
ARCHITECTURE, LANDSCAPE ARCHITECTURE,
SURVEYING, CT P.C.

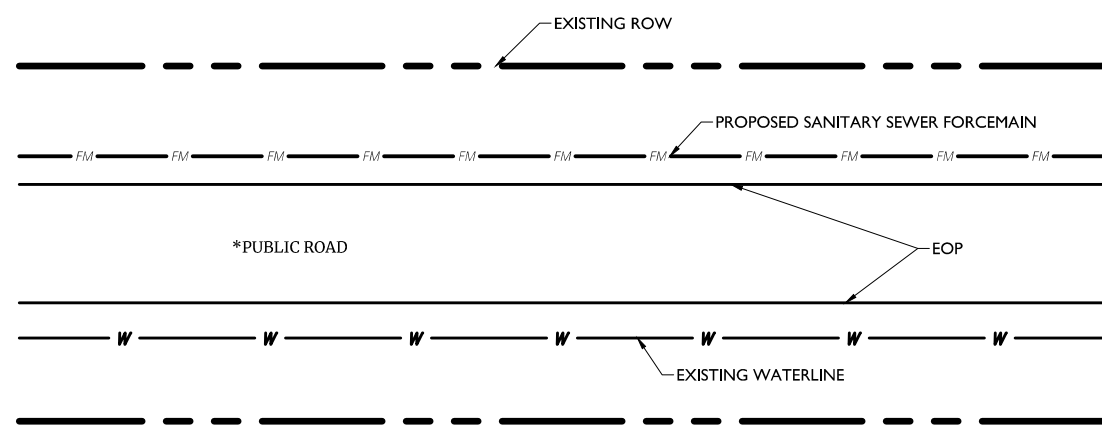
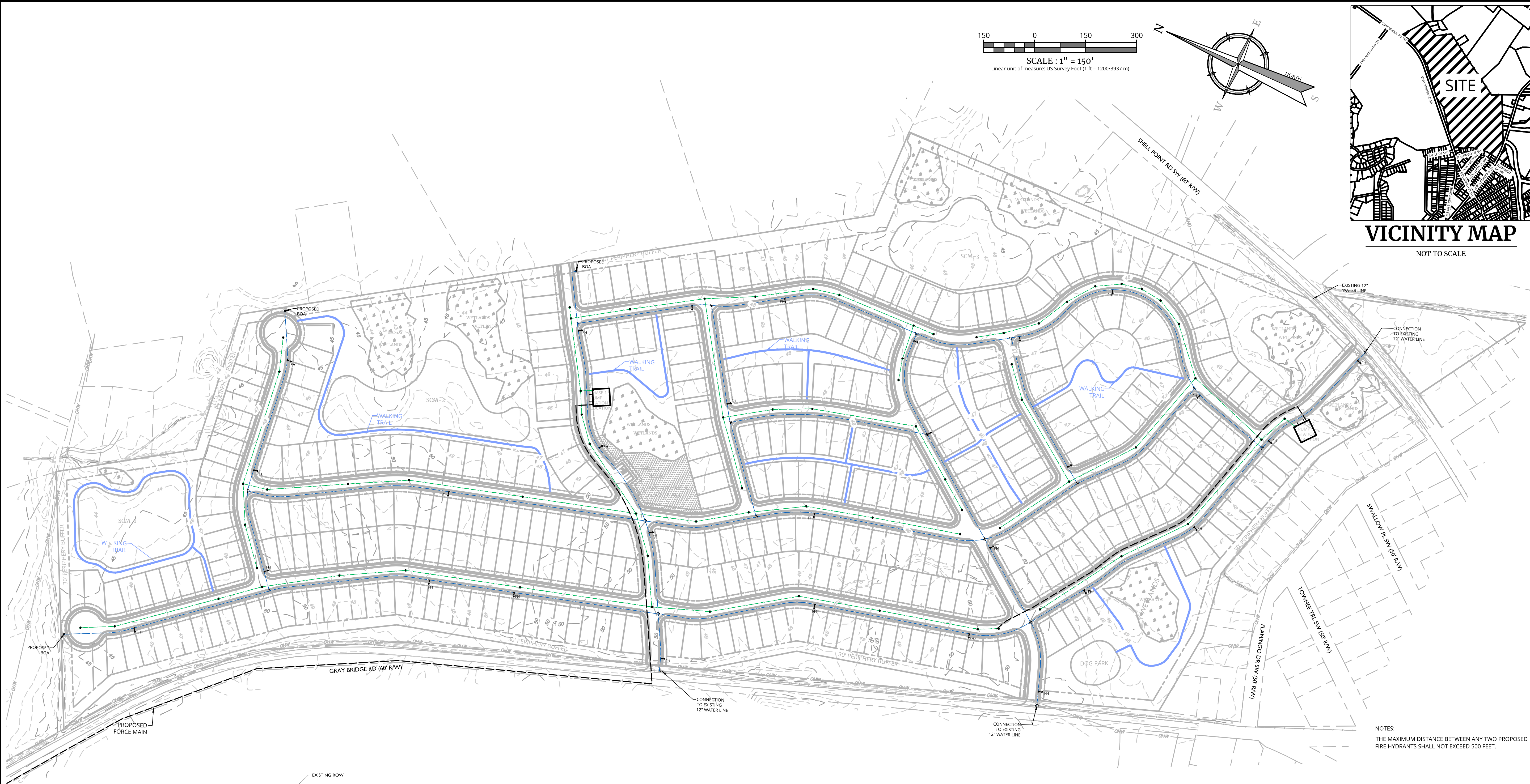
SCALE:	DRAWN BY:
AS SHOWN	NLT
DESIGNED BY:	REVIEWED BY:
ST	AEM
DATE ISSUED:	PROJECT NUMBER:
08/26/2026	25011192A
SHEET NAME:	

UTILITIES PLAN

DRAWING NUMBER:

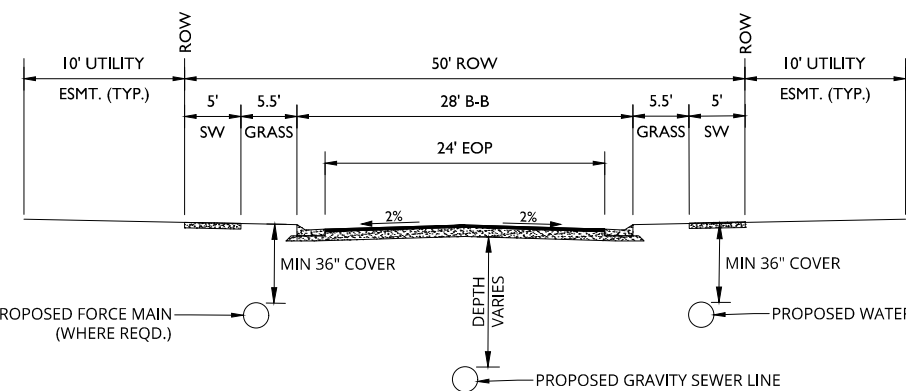
C-400

NOT FOR
CONSTRUCTION



TYPICAL OFFSITE UTILITY DETAIL

*TYPICAL OFFSITE UTILITY DETAIL IS APPLICABLE TO GRAY BRIDGE RD, RED BIRD SW RD, HOLDEN BEACH RD WHERE OFFSITE UTILITIES ARE PROPOSED



TYPICAL STREET CROSS-SECTION WITH UTILITIES

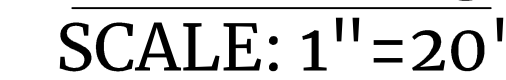
NOTES:

1. THIS PROPERTY IS CURRENTLY ZONED R-7500 IN BRUNSWICK COUNTY AND IS BEING SUBMITTED AS A PLANNED UNIT DEVELOPMENT (PUD) IN TOWN OF SHALLOTTE.
2. DEVELOPMENT OF THE PROJECT WILL BE CONSTRUCTED IN 2 PHASES.
3. FUTURE CONNECTION POINTS WITH HAVE A SIGN INDICATING THE POSSIBILITY OF THE FUTURE CONNECTION.
4. EACH LOT WILL HAVE A MINIMUM OF 2 NON GARAGE PARKING SPACES. (OUTSIDE ROW)
5. ALL UTILITY AND DRAINAGE EASEMENTS SHOWN ON THIS PLAN IS FOR A PLANNED UNIT DEVELOPMENT SUBMITTAL ONLY AND MAY BE MODIFIED PRIOR TO THE FINAL PLAT RECORDATION.
6. AREAS OF OPEN SPACE WILL PROVIDE CORRIDORS FOR WALKING TRAILS AND GREENWAYS THROUGHOUT THE COMMUNITY.
7. ANY REVISIONS TO THE APPROVED PLANNED DEVELOPMENT WILL BE SUBJECT TO REVIEW AND APPROVAL BY TOWN OF SHALLOTTE'S PLANNING AND ZONING DEPARTMENT AND/OR THE PLANNING BOARD.
8. ALL STREETS WITHIN THIS DEVELOPMENT WILL BECOME TOWN STREETS AND WILL HAVE SIDEWALKS INSTALLED ON ATLEAST ONE SIDE OF THE ROAD.
9. THE WATER AND SEWER SYSTEMS SHOWN ON THIS PLAN IS FOR A PLANNED UNIT DEVELOPMENT SUBMITTAL ONLY AND WILL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE TOWN OF SHALLOTTE FOR THE SEWER SYSTEM AND BRUNSWICK COUNTY FOR THE WATER SYSTEM.
10. A FOUR (4") SEWER CLEAN OUT TO BE PROVIDED PER LOT, LOCATION OF THE CLEAN OUT WILL BE OUT OF THE DRIVEWAY.
11. DOUBLE WATER METER BOX TO BE INSTALLED PER LOT.
12. FOR PLANNED UNIT DEVELOPMENT (PUD) REVIEW AND APPROVAL ONLY, THE SANITARY SEWER SYSTEM IS BEING PROPOSED AS A GRAVITY COLLECTION SYSTEMS WITH 8" PVC PIPES TO CONVEY FLOW TO AN ONSITE PUMP STATION. FLOW WILL THEN BE CONVEYED THROUGH A PROPOSED FORCE MAIN, APPROXIMATELY 3300 LF TO A CONNECTION POINT INTO AN EXISTING TOWN OF SHALLOTTE FM ALONG GRAY BRIDGE ROAD.
13. FOR PLANNED UNIT DEVELOPMENT (PUD) AND APPROVAL ONLY, THE WATER SYSTEM TO SERVE THE PROJECT IS PROPOSED AS 8" PVC PIPES THROUGHOUT THE COMMUNITY. ALL FIRE HYDRANTS ARE TO HAVE A MAXIMUM SEPARATION OF 500' BETWEEN EACH FIRE HYDRANT.
14. STREETLIGHTS WILL BE INSTALLED PER TOWN OF SHALLOTTE'S UNIFIED DEVELOPMENT ORDINANCE (UDO).
15. A HOMEOWNER'S ASSOCIATION WILL BE FORMED TO ACCEPT RESPONSIBILITY FOR THE MAINTENANCE AND UPKEEP OF ALL STORMWATER DEVICES, OPEN SPACE, AND AMENITY SITE.
16. A 10' UTILITY EASEMENT (DUE) IS TO BE RECORDED ON EACH LOT ALONG THE OUTSIDE OF THE STREET RIGHT-OF-WAY.
17. THE DEVELOPER RESERVES THE RIGHT TO MODIFY THE FINAL AMENITY PLANS PRIOR TO APPROVAL FOR CONSTRUCTION.
18. PROJECT TO BE BUILT PER TOWN OF SHALLOTTE AND BRUNSWICK COUNTY SPECIFICATIONS IN REGARD TO ALL UTILITIES. PLANS MUST BE ENGINEERED AND SUBMITTED TO TOWN OF SHALLOTTE ENGINEERING AND THE FIRE MARSHAL FOR REVIEW AND APPROVAL PRIOR TO ANY CONSTRUCTION.
19. TOWN AND/OR STATE (NCDEQ) STORMWATER PERMITS MUST BE OBTAINED PRIOR TO ANY CONSTRUCTION. NO NATURAL DRAINAGE AREAS WILL BE CUTOFF OR DISTURBED BEFORE OBTAINING PERMITS.

20. STORMWATER RUNOFF SHALL BE CONVEYED THROUGH A COLLECTION SYSTEM TO A STORMWATER POND (SCM) FOR TREATMENT AND TO MEET COUNTY REQUIREMENTS FOR PRE-POST RUNOFF. STORMWATER PONDS WILL BE DESIGNED TO CONTROL RUNOFF FROM A 100-YEAR STORM EVENT.
21. THERE SHALL BE A NOTE ON THE FINAL PLATS, MASTER COVENANTS, AND DEEDS SHOWING THE LOCATION OF WETLANDS AND NOTING THAT THOSE AREAS MAY NOT BE FILLED, DISTURBED, OR ALTERED IN ANY WAY UNLESS PROPERLY PERMITTED BY THE NC DEPARTMENT OF NATURAL RESOURCES AND/OR THE U.S. ARMY CORP OF ENGINEERS.
22. A HOMEOWNER'S ASSOCIATION WILL BE FORMED PRIOR TO THE SALE OF LOTS AND MEMBERSHIP WILL BE AUTOMATIC UPON PURCHASE WITHIN THE DEVELOPMENT.
23. ALL ROADS WILL BE BUILT TO NCDOT MINIMUM CONSTRUCTION STANDARDS FOR SUBDIVISION ROADS.
24. A 30' PERIPHERY BUFFER TO REMAIN ALONG THE PERIMETER OF THE PROJECT BOUNDARY.
25. A 30' STREET BUFFER IS PROVIDED ALONG GRAY BRIDGE ROAD.
26. WALKING TRAILS WILL BE DESIGNED AND CONSTRUCTED THROUGHOUT THE DEVELOPMENT WITHIN COMMON AREAS TO CONNECT TO THE SIDEWALK WITHIN THE STREET RIGHT-OF-WAY TO PROMOTE WALKABILITY THROUGHOUT THE COMMUNITY.
27. OPEN SPACE/Common AREAS THROUGHOUT THE COMMUNITY WILL BE DESIGNED BY A LANDSCAPE ARCHITECT FOR VARIOUS ACTIVE AND PASSIVE USES.
28. FOR PLANNED UNIT DEVELOPMENT (PUD) REVIEW AND APPROVAL ONLY, PROPOSED DRAINAGE AREAS HAVE BEEN DELINEATED WITHIN THE PROJECT BOUNDARY. THE CONTOURS SHOWN ON THE PRELIMINARY DRAINAGE PLAN WERE TAKEN FROM BRUNSWICK COUNTY GIS. A A TOPOGRAPHIC SURVEY PERFORMED BY COLLIERS ENGINEERING AND DESIGN DATED 1/9/2026.
29. A HERITAGE TREE SURVEY WILL BE PERFORMED PRIOR TO ANY CONSTRUCTION
30. TEMPORARY TURN-AROUNDS WILL BE PROVIDED AT EACH PHASE LINE.
31. WATER LINE AT EACH PHASE LINE WILL END WITH EITHER A FIRE HYDRANT OR TEMPORARY BLOW OFF ASSEMBLY.
32. NO IMPERVIOUS AREA TO BE LOCATED WITHIN 20' OF WETLANDS
33. SCHOOL BUS STOPS WILL BE PROVIDED NEAR THE AMENITY AREA OR THE COMMUNITY ENTRANCE.
34. A TOWN OF SHALLOTTE STORM WATER APPROVAL WILL BE REQUIRED.
35. A STATE EROSION CONTROL PERMIT WILL BE REQUIRED
36. A STATE STORM WATER PERMIT WILL BE REQUIRED.
37. STORM WATER DESIGN WILL FOLLOW THE COUNTY'S REQUIREMENT OF ATTENUATING FOR 1 YR, 10 YR, 25 YR AND 100 YR DESIGN STORMS
38. SCMS DESIGNED WILL HANDLE THE 100-YR STORM WITHOUT OVERTOPPING THE SCMS.
39. EACH SCM WITHIN THE DEVELOPMENT WILL BE DESIGNED TO MEET ALL TOWN OF SHALLOTTE AND NCDEQ STORMWATER DESIGN REQUIREMENTS. IN ADDITION, EACH SCM WILL BE DESIGNED TO ATTENUATE THE 100-YR STORM EVENT.
40. THE 1.6-ACRE PORTION OF THE PROPERTY DESIGNATED TO BE DEDICATED TO BRUNSWICK COUNTY WILL BE SUBDIVIDED FROM THE OVERALL PARCEL . BRUNSWICK COUNTY'S USE FOR THIS PARCEL IS TBD AT A LATER DATE.



- ASSUMED TYPE OF FIRE TRUCK: 2001 INTERNATIONAL PUMPER 1773
- OVERALL LENGTH: 30'
- WHEELBASE: 17'
- WIDTH: 8.5'
- OUTSIDE TURN RADIUS: 42'-45'



REV	DATE	DESCRIPTION
1	1/1/20	Initial
2	2/1/20	Revised
3	3/1/20	Revised
4	4/1/20	Revised
5	5/1/20	Revised
6	6/1/20	Revised
7	7/1/20	Revised
8	8/1/20	Revised
9	9/1/20	Revised
10	10/1/20	Revised
11	11/1/20	Revised
12	12/1/20	Revised



TOWN OF SHALLOTTE
BRUNSWICK COUNTY
NORTH CAROLINA



SCALE: _____ DRAWN BY: _____

AS SHOWN	ST
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AS SHOWN	31
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DESIGNED BY: _____ REVIEWED BY: _____

ST AEM

— 51 —

DATE ISSUED: PROJECT NUMBER:

07/14/2026 25011192A

SHEET NAME: _____

SHEET NAME:

FIRE TRUCK TURN EXHIBIT

FIRE TRUCK TURN EXHIBIT

DRAWING NUMBER:

500

C-600

0000

NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION

NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION



TOWN OF SHALLOTTE

PLANNING & ZONING DEPARTMENT

Post Office Box 2287 • Shallotte, North Carolina 28459

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

June 18, 2026

Town of Shallotte Technical Review Committee

Attn:

Andy Mills, PE (Agent)

2000 Regency PKWY, Suite 470

Carry, NC 27581

RE: Grey Bridge Road PUD (Master Plan) & Annexation ANX 26-05

Mr. Mills,

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. Please let us know the project name as it is determined
Noted.
2. A complete annexation application will be needed in order to proceed
Completed annexation application is submitted.
3. Label plan as PUD master plan
 - a. This will need to be included with subsequent preliminary subdivision applications and plans
Label undated on cover sheet and will be used for future submissions.
 - b. PUD Application shows a project size of 98.03 acres, BrunsCo GIS shows 97.67, please clarify
98.03 are the survey acres and there is a bit of discrepancy from the GIS acres.
4. Staff will need a list of adjacent property owners for notification of the public hearing
Property owners list included in the resubmitted files.
5. A Traffic Impact Analysis will be required prior to bringing the PUD before Planning Board
 - a. It may be in your best interest to have a qualified transpo expert to speak to the area traffic impacts
TIA report included as part of the resubmittal.
6. Please indicate project phasing & ensure subsequent preliminary subdivision app/plans match phasing
Project will be done in 2 phases and the phase lines are shown on the site plan.
7. Verify if roads are intended for public dedication
 - a. If so, detail any large wetland crossings that may require bridging or large culverts
The roads would be public and there are no wetland crossings.
8. Please provide the source (NCDOT manual) of the road design
 - a. Please show the necessary 5' wide sidewalks along both sides of all streets or an 8' along a single

side

Updated site plan shows 5' sidewalk on both sides.

9. Please ensure that a sign is posted showing this as a future road connection for public use
Note added for the sign for future connection.
10. Please detail the cul-de-sac's lengths
Cul-de-sac lengths added.
11. We will also need to see the draft HOA details listed in Sec. 16-11
 - a. Please ensure that HOA covenants restrict on-street (public streets) parking or modify street design to account for on-street parking
Noted.
12. Please provide wetland delineations once approved by USACE
Noted.
13. Are there any heritage trees on the site?
 - a. A heritage tree survey will be required prior to any land disturbance
 - b. Heritage trees will need to be preserved or replaced per Sec. 17.4-5
Heritage tree survey will be done prior to any construction and a note regarding the same is present on the notes.
14. Does the property across Shell Point (1.6 acres) account for any project rec area?
No, the area is not included in the calculations.
15. Street names are to be submitted to Brunswick County for approval.
Noted.
16. 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
Noted.
17. Please note that the Town will only accept performance guarantees for incomplete sidewalks, all other work must be complete and inspected prior to final zoning inspection
Noted.
18. Please ensure that all public infrastructure is dedicated to the Town prior to final zoning inspection/approval
Noted.
19. The Town will review the street light plan site and Landscape Plan review
Noted.
20. To avoid confusion, Development signs should be considered during planning - see sign ordinance below.
Noted.
21. Sign permit will be reviewed and issued separately.
Noted.
22. Sewer fees will be assessed based on current fee schedules and collected as phased site plans are receiving initial zoning approval
Noted.
23. 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.
Project will be done in 2 phases, and payment will be done per phase the estimated avg bedroom count per house is 4.
24. Zoning permits for new home construction can be submitted once lots have been recorded
 - a. Sewer system development fees will be assessed prior to zoning approval for each new home application
Noted.
25. Please provide copies of any permits and delineations from USACE
Noted.

26. Please provide copy of NCDOT driveway permit and NCDEQ stormwater permit as they are obtained

Noted.

27. Note, if approved

- a. PUD master plan will run with the property
- b. Subsequent preliminary subdivision applications & plans will be administered by staff

Noted.

Shallotte Public Utilities

1. Allocation of sewer is issued to only 60 lots at a time.

Noted.

2. Detailed sewer utility plans must be reviewed by the Town's engineer for comment

(dbowman@atmc.net & Elizabeth@EliEngineering.net)

Noted.

3. All sewer must be permitted by the state prior to construction of sewer lines, lift-stations, etc. All sewer permits are to be completed by project engineers, emailed to town's engineer – David at dbowmen@atmc.net for his approval. It is the responsibility of the project engineer to email the sewer application to the town's engineer. He will send the application to be signed by the Town Administrator and to the county. Once all sewer forms have been signed, the town's engineer will send all sewer forms/applications back to the project engineer for them to submit to the state. The town is contracted with the county for wastewater treatment and ONLY the town is to submit any sewer forms to the county.

Noted.

4. You must have an "Authorization to Construct" letter from the state prior to beginning any digging or installing of sewer lines, pumps, lift-stations, etc

Noted.

5. A final for the state permits will be required prior to Final Plat or any sewer connections.

Noted.

6. 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'

Noted, another pump station added to limit the depth of sewer.

7. Developers will need to obtain an authorization to construct from the state prior to beginning any utility work

Noted.

8. Damage caused to private landscape or pavement during sewer repairs will not be the responsibility of the Town

Noted.

9. Lift station is to be located on a separate parcel which is included with the dedication of the utility to the Town.

Noted.

10. All water and sewer lines are to have copper wiring for locating.

Noted.

11. Any damage to pavement, concrete, etc. due to removing/replacing sewer tank or lines will not be the responsibility of the town.

Noted.

12. Need at least a 10-foot utility easement on both side of the roads

Noted. 10' utility easement located on both sides.

13. Correct As-builds in CAD form need to be submitted to the Town's engineer prior to c/o.

Noted.

14. Landscape cannot block access to water or sewer meter and lines or lift station(s).

Noted.

15. 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.

Noted.

Debra Horn, CZO Development & Regulatory Compliance Manager dwhite@tosgov.org
C-300

1. Note # 4 – I don't see any utility or drainage easements shown on the plans.
10' utility easements located on both sides of the road, drainage easements added too.
2. Note # 7 – All street right of ways are still labeled private.
Plan updated
3. Note# 9 – Clean outs can not be in driveways.
Noted, Note 9 updated.
Sheet C-400
4. Note on fire hydrants – Maximum distance between fixtures may have changed.
Maximum distance is 500' as per fire inspection comments and the current plan reflects the same.
5. For what appears to be waterline blow offs, terminations need to be outside of the paved surface of the streets.
Waterline BOA moved outside the pavement.
6. Check Typical for roadways. Need 50 feet and one 8 foot or two 5 foot sidewalks.
Sidewalk updated to 2 sides.
7. Closest sanitary sewer force main connection is located at 801 Gray Bridge Rd.
Noted.
8. 10 feet is maximum depth on sewer. How are you going to do this with one lift station on one end of the job?
Second pump station and sanitary sewer updated accordingly.
9. An odor control device will be a requirement at the lift station. The Town is currently working on trying to find a standardized device.
Noted.

Further comment reserved for the submission of actual utility drawings.

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

Town Engineer Service

1. Note #12; FH Spacing says 500', please confirm with Fire Marshall current regulation and that cul-de-sac dimensions are adequate.
Yes, the FH spacing and the Cul de sac dimensions are adequate.
2. Is this single family residential proposed? - The minimum lot size noted of 4500 SF and 42' wide is consistent with Medium Density Multi-Family Residential (which would require a min 45' wide lot)
Yes, the project is single family proposed. The minimum depth of the lot is 107.5' and the lots are designed at 42' and 52' wide which would make the min area 4500 sqft
3. What BUA per lot do you anticipate marketing for these lots?
The anticipated BUA is approximately 4000 sqft.
4. If annexed, all notes referencing County Stormwater should be updated to Town of Shallotte
Noted.
5. 8' sidewalk required if one side of road, 5' sidewalk shown on both road profiles. Note the profile on the Utility sheet shows a 45' R/W instead of 50'.
Cross section updated.
6. As applicant noted on the plans, a Town of Shallotte Stormwater permit is required
Noted.
7. As applicant noted on the plans, NCDEQ Erosion Control and Stormwater Permits are required. Submit copies of approved NCDEQ permits and permitted plans and any other required environmental permits along with Town of Shallotte permit application package.
Noted.
8. Note that Preliminary Drainage Plan does not include profiles for gravity storm sewers or proposed grades for evaluation, but will be required with permit requests.
Noted.

Elizabeth Nelson, PE Elizabeth@EliEngineering.net

Shallotte FD

1. See additional comments attached separately
Paul Dunwell, Shallotte Fire Chief

Brunswick County Plan Review (Fire Inspection)

1. Fire hydrants need to be strategically placed overall to better serve the fire department.
Utility plan updated.
2. Hydrants are spaced at 500 feet maximum but the dead end roads shall not exceed 200 feet from hydrant. Hydrants shall be placed at intersections where applicable. (some examples hydrant near 354, 341 move closer to 346, lot 318 hydrant move to 323, 212 move 212 intersection, 144 to 144 intersection, cul-de-sac for lot 52 move down to 57/58 to meet required distances, etc.
Fire hydrants moved to intersections and the plan is updated accordingly.
3. On street parking shall be prohibited unless approved locations are shown on plans. This will need to be included in HOA documents and/or No Parking signs
Noted
4. Please provide diagram showing Shallotte Fire Apparatus turn analysis through site. Note- A fire application for the subdivision will be required for the roads, hydrants, street signs, and hydrant flows.
Fire turn exhibit sheet added.
5. Hydrant flows to be in accordance with Brunswick County Fire Prevention Ordinance
Noted.

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

Floodplain

1.
Floodplain Administrator
Brunswick County
Thomas Gracie, Flood Plain Administration gracie.thomas@brunswickcountync.gov

NCDOT Noted

- 1.
2. Encroachment agreements (one for water, one for sewer) submitted via the NCDOT portal.
3. 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 6/18/2016

RW

General Utility Notes Pertaining to TRC Review Permitting and Policy

1. Allocation of sewer is issued to only 60 lots at a time.

Noted.

2. All sewer must be permitted by the state prior to construction of sewer lines, lift-stations, etc.

Noted.

3. You must have an “Authorization to Construct” letter from the state prior to beginning any digging or installing of sewer lines, meters, lift-stations, etc.

Noted.

4. A final for the state permits we be required prior to any sewer connections.

Noted.

5. 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)

Noted.

6. Must have easement access to lift station and all sewer lines.

Noted.

7. Any damage to pavement, concrete, etc. due to removing/replacing sewer tank or lines will not be the responsibility of the town. Roads dedicated to the Town will be repaired.

Noted.

8. Associated fees must be paid prior to issuance of permitting.

Noted.

9. Pre-construction meetings will be coordinated with the Public Works Supervisor prior to breaking ground.

Noted.

10. Engineer of record for the project or their representative is expected to be present for pressure testing.

Noted.

11. Lift Station is to be on a separate parcel which is included with the dedication of the utility to the Town.

Noted.

12. The minimum sewer easement width is 20’.

Noted.

13. Need at least a 10-foot utility easement on both side of the roads.

Noted.

Multi-Family No Multifamily units proposed for this development.

1. Connections of to multi-family rental dwellings shall be required to be supplied through a master meter and billed and charged for installation and billing purposes to a viable management company or firm and for the owner of the project. Connections to multi-family dwellings that are intended to be individually owned shall be separately metered and billed to individual owners. (Town of Shallotte Code of Ordinance 51.22 (F)).

2. (In reference to #1) If installation of a master meter constricts fire flow, each building can be individually metered - but all bills will be sent to viable management company or firm and for the owner of the project and not to individual units.

Engineering and Inspections

1. Detailed utility plans must be submitted to the town engineer (dbowman@atmc.net) and the Public Works Department for comments.

Noted.

2. Correct As-builts in CAD form need to be submitted to the Town’s engineer prior to c/o.

Noted.

3. Engineer of record for the project or their representative is expected to be present for pressure testing.

Noted.

4. A minimum of 48 hours notice is required for inspections.

Noted.

5. The Town reserves the right to notify parties responsible for enforcing NPDES storm water rules and regulations should the need arise.

Noted.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

JOSH STEIN
GOVERNOR

DANIEL H. JOHNSON
SECRETARY

June 3, 2026

Chase Smith, PE
RFK Engineers PLLC
5808 Faringdon Place, Box 9
Raleigh, NC 27609

RE: Approval of the Traffic Impact Analysis (TIA) associated with the proposed **Gray Bridge Residential [PID: 21400001]** in Brunswick County, NC.

The NCDOT and Brunswick County staffs have reviewed the Gray Bridge Residential TIA sealed 4-9-2026. This development consists of:

- 400 dwelling units: Single Family Detached Housing (LUC 210)
- Build Year: 2033

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

NC 130 (Holden Beach Road) and SR 1132 (Shell Point Road / Civietown Road)
(existing signalized intersection)

- No improvements are required.

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

- *Maximize the storage of the exclusive northbound right turn lane on SR 1134 (Gray Bridge Road) to provide additional full-width storage and 75 feet of taper.*
- *Construct the following if not completed by others:*
 - *Construct an exclusive eastbound right turn lane on NC 130 (Holden Beach Road) with 200 feet of storage and appropriate full-width deceleration and taper.*
 - *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).*
 - *Modify the signal to accommodate the above improvements.*

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

- *Extend the existing southbound left turn lane on SR 1136 (Red Bug Road) to provide 400 feet of storage and appropriate full-width deceleration and taper.*
- *Construct the following if not completed by others:*
 - *Construct an exclusive westbound right turn lane on NC 130 (Holden Beach Road) with 100 feet of storage and appropriate full-width deceleration and taper.*
 - *Install a cluster traffic signal that will operate with intersection of NC 130 (Holden Beach Road) and SR 1134 (Gray Bridge Road).*

SR 1134 (Gray Bridge Road) and Site Access A (proposed full movement intersection)

- *Construct a southbound left turn lane on SR 1134 (Gray Bridge Road) with 50 feet of storage and appropriate full-width deceleration and taper.*
- *Construct Site Access A (westbound approach) with one ingress lane and one egress lane.*
- *Provide an internal protected stem length of 50 feet, as measured from the right-of-way line.*
- *Provide stop control for the westbound approach.*

SR 1134 (Gray Bridge Road) and Site Access B (proposed full movement intersection)

- *Construct Site Access B (westbound approach) with one ingress lane and one egress lane.*
- *Provide an internal protected stem length of 50 feet, as measured from the right-of-way line.*
- *Provide stop control for the westbound approach.*

SR 1132 (Shell Point Road) and Site Access C (proposed full movement intersection)

- *Construct a southbound right turn lane on SR 1132 (Shell Point Road) with 50 feet of storage and appropriate full-width deceleration and taper.*
- *Construct Site Access C (westbound approach) with one ingress lane and one egress lane.*
- *Provide an internal protected stem length of 50 feet, as measured from the right-of-way line.*
- *Provide stop control for the westbound approach.*

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
Nick Drees, Engineering Specialist, NCDOT
Madi Lee, PE, Development Review Engineer, NCDOT
Stonewall Mathis, PE, Division Traffic Engineer, NCDOT
Bryce Cox, Senior Assistant Traffic Engineer, NCDOT
Eric Ritzel, Division Corridor Development Engineer, NCDOT
Adrienne Cox, Division Planning Engineer, NCDOT
Marc Pages, Brunswick County Planning
Helen Bunch, Brunswick County Planning
Jeff Walton, Brunswick County Planning

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DISTRICT 3 ENGINEER'S OFFICE
5911 OLEANDER DRIVE, SUITE 101
WILMINGTON, NC 28403-8883

Telephone: 910-398-9100
Customer Service: 1-877-368-4968

Website: ncdot.gov

Location:
5911 OLEANDER DRIVE, SUITE 101
WILMINGTON, NC 28403

Table 10-2: Table of Permitted Uses

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
RESIDENTIAL – HOUSEHOLD LIVING															
DWELLING, MULTI-FAMILY (MAJOR) [pursuant to 10-3(I)]	CZ	CZ	CZ				CZ	CZ	CZ	CZ					P
DWELLING, MULTI-FAMILY (MINOR) [pursuant to 10-3(I)]	P	CZ	CZ				CZ	CZ	CZ	CZ					P
DWELLING, SINGLE-FAMILY (excluding manufactured homes)	P	P	P	P	P	P	CZ	CZ	CZ	CZ	P				P
DWELLING, (DUPLEX)	P	P	P												P
DWELLING, (TOWNHOUSE)	P	P	P								P				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)]			CZ			CZ									
RESIDENTIAL CLUSTER DEVELOPMENT [pursuant to Article 13]	CZ	CZ		CZ			CZ	CZ	CZ						CZ
Residential Micro-grid Solar Collector Battery Storage System (pursuant to Article 31)	P														
RESIDENTIAL – GROUP LIVING															
ADULT CARE HOME	CZ									CZ	CZ				
ALCOHOL AND/OR SUBSTANCE ABUSE REHABILITATION FACILITIES, RESIDENTIAL (Six or fewer residents)		P	P	P	P										
ASSISTED LIVING RESIDENCE	CZ							CZ		CZ	CZ				CZ
FAMILY CARE HOME	P	P	P	P	P	P		CZ	CZ	CZ	P				P
MULTI-UNIT ASSISTED HOUSING WITH SERVICES	CZ							CZ		CZ	CZ				CZ
NURSING HOME	CZ							CZ		CZ					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
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	S	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	

¹As permitted by CAMA.

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
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
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															
ANTIQUA 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

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
CONVENIENCE STORES (NEW CONSTRUCTION) WITH GAS PUMPS								P		P					
CONSIGNMENT SHOPS, USED MERCHANDISE							P	P		P	P				
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					
OUTDOOR STORAGE FACILITY [pursuant to 10-3(AA)]								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			

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
UPHOLSTERY SHOPS								P		P		P	P		
VIDEO RENTAL							P	P		P					P
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 DETAILING SERVICES										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			

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
OFFICES, INCLUDING BUT NOT LIMITED TO PROFESSIONAL SERVICES (ATTORNEY, DOCTOR, HEALTHCARE PROFESSIONAL, STAFFING ETC.)							P	P	P	P	P	P			P
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(GG)]							P	P		P		P			
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

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
PACKAGE DELIVERY SERVICES, COMMERCIAL								S		S		P			
SHIP CHANDLERS												P	P		
SHIPPING BROKERS, FREIGHT AND CARGO												P	P		
TAXI STANDS LIMITED TO 5 TAXIS							P	P		P					
TOWING SERVICES								S		S		P			
WAREHOUSE [pursuant to 10-3(II)]								CZ		CZ		P	P		
WAREHOUSE – FLEX SPACE [pursuant to 10-3 (II)]								P		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
MOBILE FOOD UNITS [pursuant to 10-3(O)]	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T
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 AND SALES [pursuant to 10-3(Y)]							P	P		P					
OUTDOOR STORAGE [pursuant to 10-3(Z)]												P	P		
STORAGE, INDUSTRIAL [pursuant to 10-3(BB)]												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			

¹ As 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,

ORDINANCE 26-11

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 September 1, 2026, 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 September 1, 2026;

TRACT A: Parcel ID: 21400001

ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONVEYED TO OI INVESTMENT PROPERTIES, LLC ETALS BY THAT DEED RECORDED IN DEED BOOK 3488, PAGE 253, BRUNSWICK COUNTY REGISTER OF DEEDS, SITUATED IN SHALLOTTE TOWNSHIP, BRUNSWICK COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO LOCATE THE POINT OF BEGINNING COMMENCE AT A SET CAPPED REBAR WITH NAD83/2011 COORDINATES OF N:78272.95 AND E:2197120.32 WITH AN ELEVATION OF 43.95 FEET AND RUN THENCE SOUTH 53°01'32" EAST 710.36 FEET TO A CONCRETE MONUMENT ON THE NORTHERN RIGHT OF WAY OF GRAY BRIDGE ROAD (60' PUBLIC RIGHT OF WAY) THE SOUTHERN CORNER OF THE PROPERTY OWNED, NOW OR FORMERLY BY SOGGY BOTTOM FARMS LLC (DEED BOOK 4550

PAGE 902, PB 19 PG 23, BRUNSWICK COUNTY REGISTER OF DEEDS), SAID CONCRETE MONUMENT HAVING A NORTH CAROLINA STATE PLANE COORDINATE VALUE OF N:77845.70 E:2197687.84 AND MARKING THE POINT OF BEGINNING, THENCE FROM SAID POINT OF BEGINNING WITH THE SOUTHERN BOUNDARY LINE OF SOGGY BOTTOMS FARMS LLC NORTH 63°58'37" EAST 758.39 FEET TO A 2" IRON PIPE FOUND; THENCE ALONG THE WESTERN BOUNDARY LINES OF THE PROPERTIES OF ARTHUR E. CALLENDER JR. ET AND WANDA CALLENDER (DEED BOOK 1624, PAGE 58, BRUNSWICK COUNTY REGISTER OF DEEDS) AND PROPERTY OF THOMAS E. CALLENDER ET AND JEANNE CALLENDER (BOOK 1001, PAGE 141, BRUNSWICK COUNTY REGISTER OF DEEDS) THE FOLLOWING THREE (3) CALLS: 1) SOUTH 33°17'43" EAST A DISTANCE OF 416.12 FEET TO A 2" IRON PIPE FOUND; 2) NORTH 83°48'11" EAST A DISTANCE OF 418.91 FEET TO A 2" IRON PIPE FOUND; AND 3) SOUTH 33°10'11" EAST A DISTANCE OF 1,407.09 FEET TO AN IRON ROD FOUND; THENCE WITH THE WESTERN PROPERTY LINE OF CHRISTIAN HASLBECK TRUSTEE (DEED BOOK 3621, PAGE 506, BRUNSWICK COUNTY REGISTER OF DEEDS) SOUTH 33°10'11" EAST A DISTANCE OF 477.77 FEET TO AN IRON PIPE FOUND; THENCE WITH THE SOUTHERN BOUNDARY LINE OF CHRISTIAN HASLBECK TRUSTEE NORTH 88°45'28" EAST A DISTANCE OF 266.46 FEET TO A 1" IRON PIPE FOUND; THENCE WITH THE WESTERN PROPERTY LINE OF THE PROPERTIES OF SARA ANNE HINSON AND SIDNEY PHILLIP RHODES BY (DEED BOOK 21E, PAGE 491, BRUNSWICK COUNTY REGISTER OF DEEDS) AND BILLY W. CAMPBELL (DEED BOOK 739 PG 475, BRUNSWICK COUNTY REGISTER OF DEEDS) SOUTH 01°36'25" EAST A DISTANCE OF 477.33 FEET TO AN IRON POST FOUND; THENCE WITH THE WESTERN PROPERTY LINE OF JOHN T. SPANE SOUTH 01°36'25" EAST A DISTANCE OF 77.95 FEET TO AN 1/2" IRON PIPE FOUND; THENCE WITH THE WESTERN PROPERTY LINE OF BILLY W. CAMPBELL (DEED BOOK 739 PG 475, BRUNSWICK COUNTY REGISTER OF DEEDS) SOUTH 01°36'25" EAST A DISTANCE OF 197.61 FEET TO A 1 1/2" IRON PIPE FOUND; THENCE WITH THE WESTERN PROPERTY LINE OF BILLY WALLACE CAMPBELL ET AND PEGGY SUE CAMPBELL (DEED BOOK 1219 PG 854, BRUNSWICK COUNTY REGISTER OF DEEDS) SOUTH 01°36'25" EAST A DISTANCE OF 53.57 FEET TO A 1" IRON PIPE FOUND; THENCE WITH THE WESTERN PROPERTY LINES OF PEGGY A. HEWETT ALRED (DEED BOOK 639 PG 275, BRUNSWICK COUNTY REGISTER OF DEEDS) AND MICHAEL C. LEWIS ET AND LAURA S. LEWIS (DEED BOOK 1597 PG 467, BRUNSWICK COUNTY REGISTER OF DEEDS) SOUTH 01°36'25" EAST A DISTANCE OF 466.26 FEET TO A 1 1/2" IRON PIPE FOUND ON THE WESTERN LINE OF THE 60 FOOT WIDE RIGHT-OF-WAY OF SHELL POINT ROAD; THENCE WITH THE WESTERN RIGHT-OF-WAY LINE OF SHELL POINT ROAD THE FOLLOWING TWO (2) CALLS: 1) CURVING TO THE RIGHT, HAVING A RADIUS OF 1,885.07 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 23°06'03" WEST A DISTANCE OF 286.40 FEET TO A #5 REBAR SET; 2) SOUTH 27°00'26" WEST A DISTANCE OF 130.58 FEET TO A 1 1/2" IRON ROD FOUND IN THE NORTHEAST CORNER OF PROPERTY OWNED, NOW OR FORMERLY, BY VALERIE ROSE (DEED BOOK 4280, PAGE 374, BRUNSWICK COUNTY REGISTER OF DEEDS); THENCE WITH THE NORTHERN PROPERTY LINES OF VALERIE ROSE NORTH 56°03'05" WEST A DISTANCE OF 140.58 FEET TO A 3/8" IRON ROD FOUND; THENCE WITH THE NORTHERN PROPERTY LINES OF LOTS 4-17 OF SHELL POINT RECREATIONAL VILLAGE (PLAT BOOK J, PAGE 77, BRUNSWICK COUNTY REGISTER OF DEEDS) THE FOLLOWING CALLS: NORTH 56°03'05" WEST A DISTANCE OF 59.93 FEET TO A 1" IRON PIPE FOUND, NORTH 56°03'05" WEST A DISTANCE OF 84.51 FEET TO A 1 1/2" IRON PIPE FOUND, NORTH 74°13'20" WEST A DISTANCE OF 449.87 FEET TO A 1 1/2" IRON PIPE FOUND, SOUTH 81°51'35" WEST A DISTANCE OF 192.79 FEET TO A 3/4" IRON PIPE FOUND, NORTH 83°42'41" WEST A DISTANCE OF 256.22 FEET TO AN IRON ROD SET ON THE EASTERN LINE OF THE 60 FOOT WIDE RIGHT-OF-WAY OF GRAY BRIDGE ROAD; THENCE WITH THE EASTERN RIGHT-OF-WAY LINE OF GRAY BRIDGE ROAD THE FOLLOWING TWO (2) CALLS: 1) NORTH 19°14'01" WEST A DISTANCE OF 1.97 FEET TO A RIGHT-OF-WAY MARKER

FOUND 2) NORTH 19°14'01" WEST A DISTANCE OF 406.13 FEET TO A 5/8" IRON ROD FOUND, THE SOUTHEASTERN CORNER OF PROPERTY OWNED, NOW OR FORMERLY, BY STARS & STRIPES 2I LLC BY (BOOK 3567, PAGE 1248, BRUNSWICK COUNTY REGISTER OF DEEDS); THENCE WITH THE EASTERN BOUNDARY LINE OF STARS & STRIPES 2I LLC THE FOLLOWING THREE (3) CALLS: 1) NORTH 05°39'49" WEST A DISTANCE OF 111.70 FEET TO A 5/8" IRON ROD FOUND; 2) NORTH 13°32'01" WEST A DISTANCE OF 561.24 FEET TO A 5/8" IRON ROD FOUND; AND 3) NORTH 35°09'32" WEST A DISTANCE OF 287.82 FEET TO A CONCRETE MONUMENT FOUND ON THE EASTERN LINE OF THE 60 FOOT WIDE RIGHT-OF-WAY OF GRAY BRIDGE ROAD; THENCE WITH THE EASTERN RIGHT-OF-WAY LINE OF GRAY BRIDGE ROAD NORTH 19°03'11" WEST A DISTANCE OF 247.95 FEET TO A #5 REBAR SET IN THE SOUTHEASTERN CORNER OF PROPERTY OWNED, NOW OR FORMERLY, BY STARS & STRIPES 2I LLC BY (BOOK 3567, PAGE 1248, BRUNSWICK COUNTY REGISTER OF DEEDS); THENCE WITH THE EASTERN BOUNDARY LINE OF STARS & STRIPES 2I LLC THE FOLLOWING FOUR (4) CALLS: 1) NORTH 14°44'50" WEST A DISTANCE OF 655.57 FEET TO A CONCRETE MONUMENT FOUND; 2) NORTH 30°27'46" WEST A DISTANCE OF 315.00 FEET TO A CONCRETE MONUMENT FOUND; 3) NORTH 39°35'24" WEST A DISTANCE OF 533.57 FEET TO A CONCRETE MONUMENT FOUND; AND 4) NORTH 65°35'45" WEST A DISTANCE OF 201.06 FEET TO A CONCRETE MONUMENT FOUND, THE PLACE AND POINT OF BEGINNING, CONTAINING AN AREA OF 4,200,496 SQUARE FEET (96.43 ACRES), MORE OR LESS.

Adopted this 1st day of September 2026.

Art Dornfeld, Mayor

ATTEST:

Natalie Goins, Town Clerk

APPLICANT: LaDane Williamson PID# 21400001

I certify that Natalie Goins personally appeared before me this 1st day of September, 2026 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 20, _____

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 2611 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 1st day of September, 2026; 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 1st day of September 2026.

Natalie Goins, Town Clerk
Town of Shallotte

Planning Board Zoning Amendment Statement of Consistency

The Town of Shallotte *Planning Board* has reviewed in full the petition ANX #26-11 to rezone ± 98 acres of real property (tax ID 21400001) owned by OI Investment Properties LLC. Etals from County R-7500 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 **(X) IS () IS NOT** consistent with the objectives and policies of the following plans adopted by the Town of Shallotte:

- The proposed rezoning request is consistent with the Town's Future Land Plan's policy of maintaining areas for single-family dwellings.
- The area proposed for rezoning is not represented on the Future Land Use Map, but is consistent with the surrounding uses and densities.
- The plan provides public road connections to adjacent properties which is consistent with the Town's goals laid out in the Future Land Use Plan & Collector Street Plan.

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

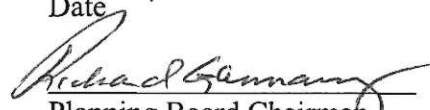
- The PUD master plan allows the Board to confirm that the proposed use & layout are consistent with the surrounding uses and provided needed road connections.

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

- (X) UDO Table of Permitted Uses
(X) 2018 CAMA Land Use Plan
(X) 2025 Collector Street Plan
(X) Bike & Pedestrian Plan (If applicable)
() Future Land Use Map

☐ Other comments:

8/11/2026
Date


Planning Board Chairman
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 #26-11 to rezone ±98 acres of real property (tax ID 21400001) owned by OI Investment Properties LLC. Etals from County R-7500 to Shallotte PUD. After review of the petition, the *Board of Aldermen hereby approve the rezoning* to PUD from its current zoning. In making this *determination*, the *Board of Aldermen* find 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 rezoning request is consistent with the Town's Future Land Plan's policy of maintaining areas for single-family dwellings.
- The area proposed for rezoning is not represented on the Future Land Use Map, but is consistent with the surrounding uses and densities.
- The plan provides public road connections to adjacent properties which is consistent with the Town's goals laid out in the Future Land Use Plan & Collector Street Plan.

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

- The PUD master plan allows the Board to confirm that the proposed use & layout are consistent with the surrounding uses and provided needed road connections.

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

- (X) UDO Table of Permitted Uses
(X) 2018 CAMA Land Use Plan
(X) 2025 Collector Street Plan
(X) Bike & Pedestrian Plan (If applicable)
() Future Land Use Map

☐ Other comments:

1. Preliminary subdivision plans/applications match PUD plans
2. Stormwater utilities be designed for the 100-yr storm event
3. A completed and signed sewer permit application be received prior to recording final plat
4. Tree canopy preservation/replacement within common areas & open space be maximized

Date

Board of Aldermen
Town of Shallotte



Proclamation

9/11 Day of Remembrance

25th Anniversary

WHEREAS, on September 11, 2001, our Nation was subjected to unprovoked, senseless, and cowardly acts of terrorism that claimed nearly 3,000 innocent lives at the World Trade Center in New York City, at the Pentagon in Arlington, Virginia, and aboard United Airlines Flight 93 in Shanksville, Pennsylvania; and

WHEREAS, a quarter of a century has passed since that fateful morning, during which time the families of the victims have carried the enduring pain of their loss, and the global landscape has been permanently redefined by the legacy of that day; and

WHEREAS, we honor the courage and sacrifice of the firefighters, law enforcement officers, emergency medical personnel, military members, and citizens who responded without hesitation, including those who made the ultimate sacrifice and those who continue to suffer from illnesses and injuries resulting from their service; and

WHEREAS, the 25th anniversary marks a historic milestone to teach younger generations who did not witness the tragedy about the honor, sacrifice, and resilience that define the American character; and

WHEREAS, on this 25th anniversary, the Town of Shallotte joins communities throughout our Nation in solemn remembrance and reaffirms the enduring promise to ***Never Forget***.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Aldermen of the Town of Shallotte, North Carolina, does hereby proclaim September 11, 2026, as ***A Day of Remembrance*** in Shallotte, and urges all citizens to observe this 25th anniversary with solemn reflection and moments of silence; and to carry forward the spirit of unity, compassion, and patriotism that brought our Nation together in the aftermath of that tragic day.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Shallotte to be affixed this the 1st day of September 2026.

Art Dornfeld, Mayor