



Shallotte Board of Aldermen Regular Meeting Agenda

October 06, 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. PROCLAMATION

1. White Cane Safety Day

VII. DEPARTMENT REPORTS

1. POLICE

2. FIRE

3. PLANNING

1. Code Enforcement Contract

4. PUBLIC WORKS

5. FINANCE

6. PARKS & RECREATION

7. ADMINISTRATION

1. Riverside Kayak Launch

8. MAYOR

VIII. CONSENT AGENDA

A. September 1, 2026 Regular Meeting Minutes

B. September 15, 2026 Work Session Minutes

C. September 29, 2026 Special Meeting Minutes

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

Annexation Petition: ANX 26-14
Parcel ID: 1820004222
Weyerhaeuser NR Company.
7.13 Acres +/-

IX. DISCUSSION

X. CLOSED SESSION

Pursuant to NCGS 143-318.11 (a)(6), a motion to go into closed session to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or initial employment of prospective public employees or officers.

XI. OPEN SESSION

1. Motion to resume open session

2. Motion to extend an offer of employment for Town Manager to [Selected Candidate], subject to contract negotiations and completion of required hiring steps.

XII. 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).)



Proclamation

White Cane Safety Day

On October 6, 1964, then President Lyndon B. Johnson recognized the importance of the white cane as a staff of independence for blind people when he signed into law the congressional resolution authorizing October 15th to be recognized annually as "White Cane Safety Day".

The Presidential proclamation said:

The white cane in our society has become one the symbols of a blind person's ability to come and go on his own. Its use has promoted courtesy and special consideration to the blind on our streets and highways. To make our people more fully aware of the meaning of the white cane and of the need for motorists to exercise special care for the blind persons who carry it, Congress, by joint resolution approved as of October 6, 1964, has authorized the President to proclaim October 15 of each year as White Cane Safety Day.

WHEREAS, the white cane, which every blind citizen of our state has the right to carry, demonstrates and symbolizes the ability to achieve a full and independent life and the capacity to work productively in competitive employment; and

WHEREAS, the white cane, by allowing every blind person to move freely and safely from place to place, makes it possible for the blind to fully participate in and contribute to our society; and

WHEREAS, every citizen should be aware that the law requires that motorists exercise appropriate caution when approaching a bling person carrying a white cane; and

NOW, THEREFORE, BE IT RESOLVED by the Shallotte Board of Aldermen, that October 15, 2026 is designated "White Cane Safety Day". We call upon the people of Shallotte to observe the day by recognizing the white cane as an instrument of safety and self-determination for blind pedestrians on our streets and highways.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Shallotte to be affixed this the 6th day of October 2026.

Art Dornfeld, Mayor

ATTEST:

Natalie Goins, Town Clerk



TOWN OF SHALLOTTE

Police Department

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

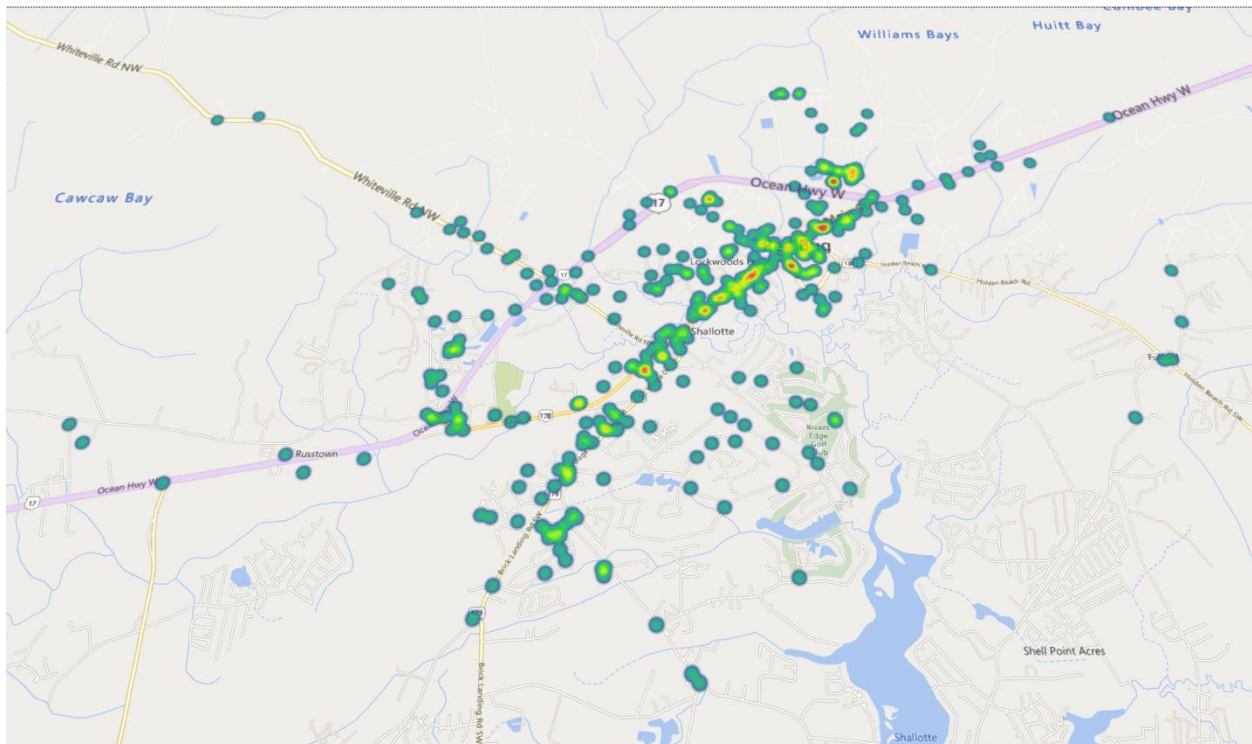


Section VII, Item 1.

Monthly Police Report

Aug 25 – Sept 24, 2026

- Completed 1,317 calls for service
- Investigated 38 motor vehicle collisions
- Took 49 Incident Reports
 - Recovered ~ \$15,000 in stolen property
 - 7 Misdemeanor Charges & 10 Felony Charges
- Effected 14 arrests including 6 warrant services
- Issued 71 State Citations w/ 93 total charges
- Received just over 131 hours of volunteer service



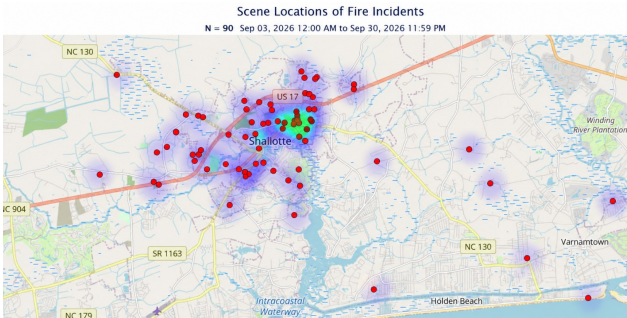


TOWN OF SHALLOTTE FIRE/RESCUE
Monthly Activity Report

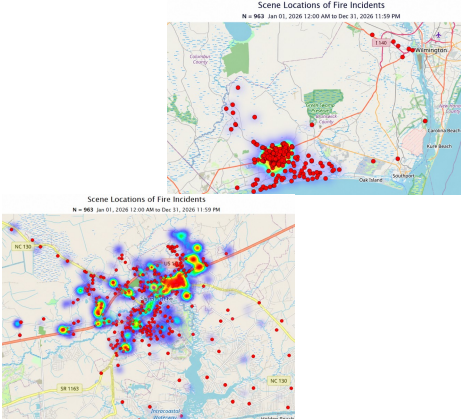
FISCAL YEAR ENDING 30 JUN 2027
Reporting Period: 30 AUG 2026 – 30 SEP 2026

NCGS § 58-79-45: Incident Reports...

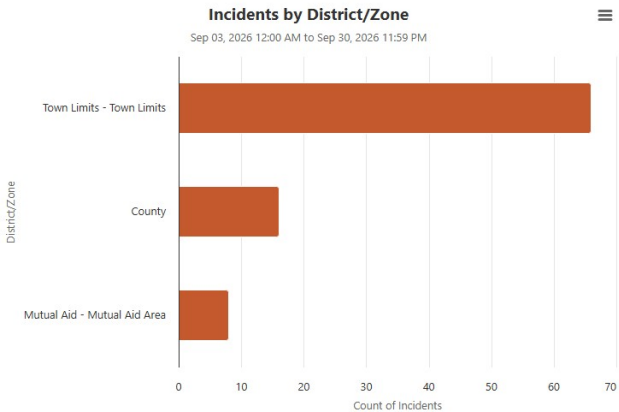
Incident Map Overview
(Past 4 weeks)



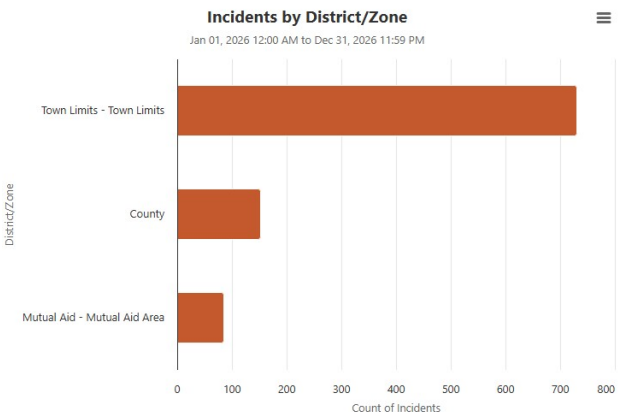
Incident Map Overview
(YTD)



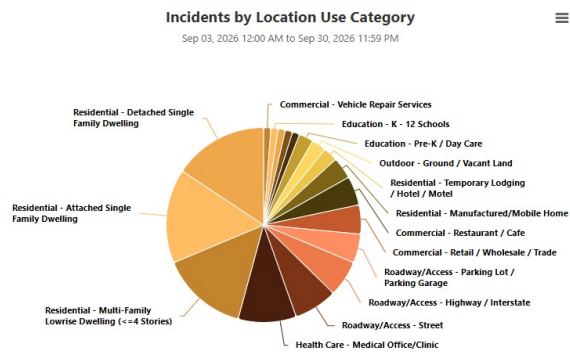
(Past 4 weeks) Town 66; County 16; Mutual Aid 8



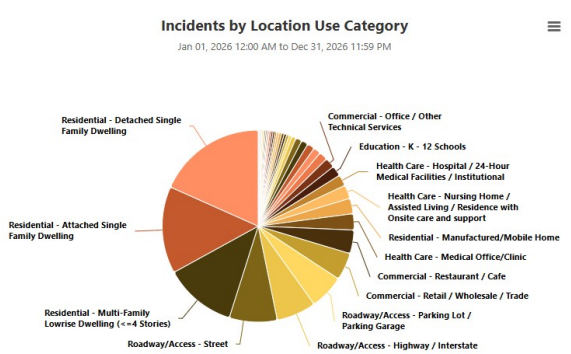
(YTD) Town 730; County 153; Mutual Aid 85



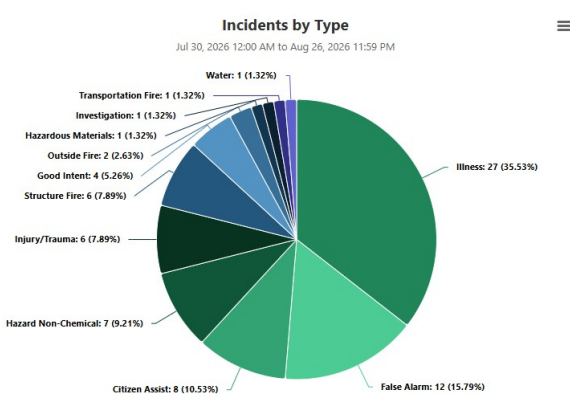
(Past 4 weeks)



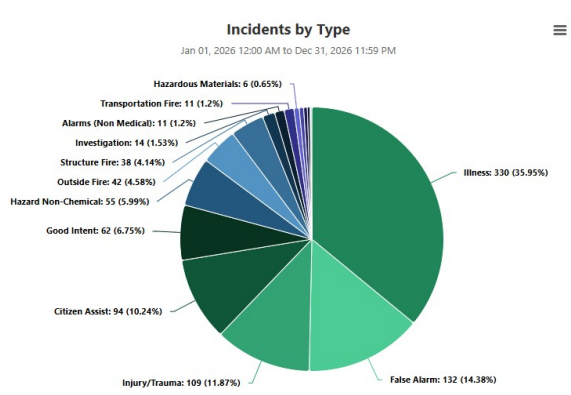
(YTD)



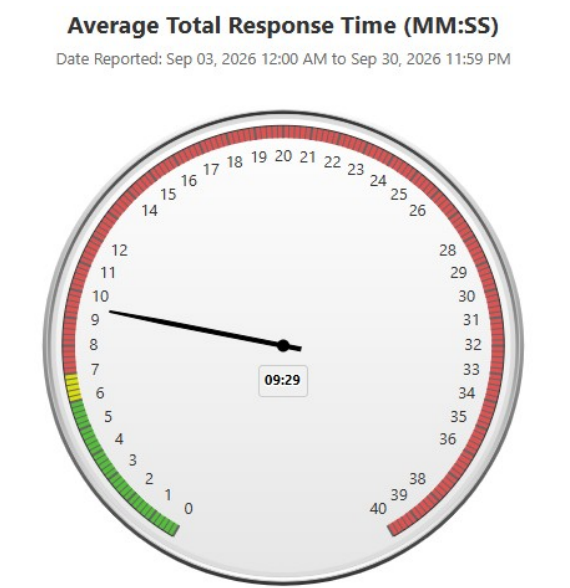
(Past 4 weeks)



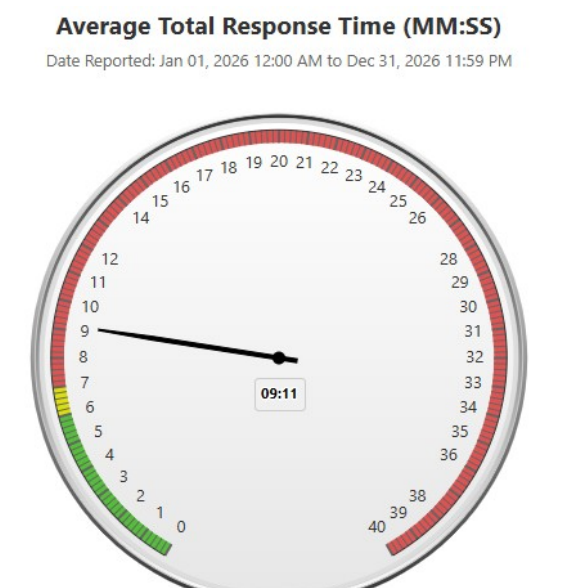
(YTD)



(Past 4 weeks) PSAP to Arrival



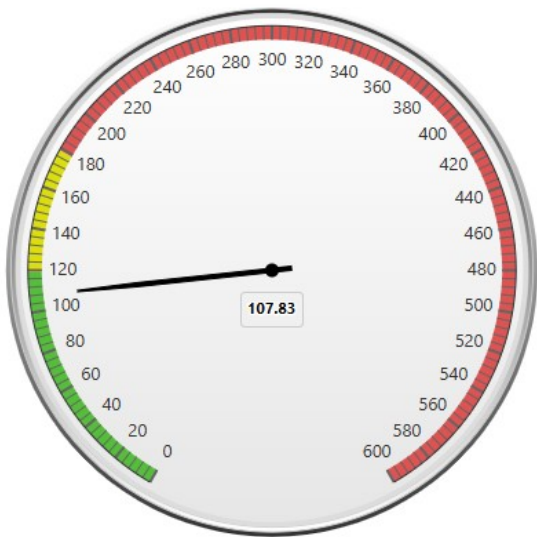
(YTD) PSAP to Arrival



(Past 4 weeks)

Unit Average Turnout Time (Seconds)

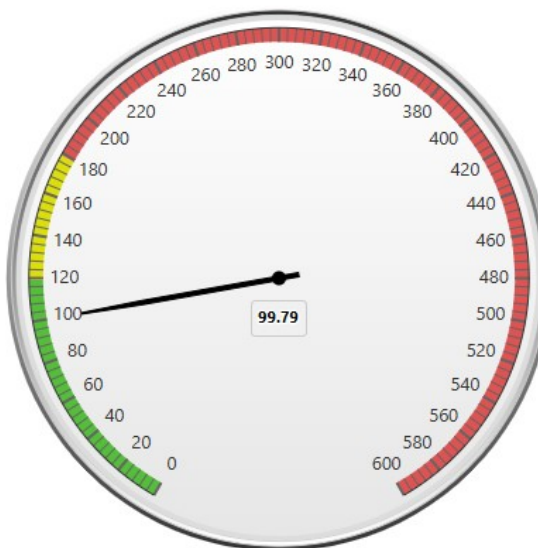
Sep 03, 2026 12:00 AM to Sep 30, 2026 11:59 PM



(YTD)

Unit Average Turnout Time (Seconds)

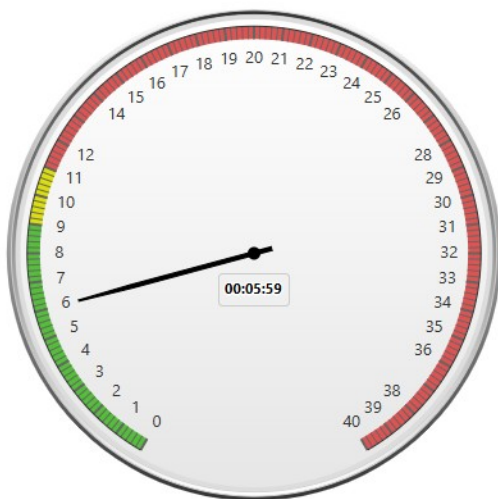
Jan 01, 2026 12:00 AM to Dec 31, 2026 11:59 PM



(Past 4 weeks)

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

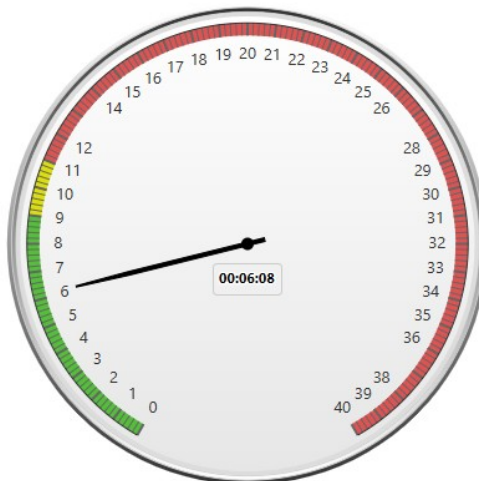
Sep 03, 2026 12:00 AM to Sep 30, 2026 11:59 PM



(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 93

- #1 Zone One = 42
- #2 Zone Three = 13
- #3 Zone Four = 15
- #4 Zone Five = 7
- #5 Zone Two = 7
- #6 Zone Six = 7
- #7 Zone Seven = 2

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 968

- #1 Zone One = 405
- #2 Zone Four = 63
- #3 Zone Three = 129
- #4 Zone Five = 111
- #5 Zone Two = 56
- #6 Zone Six = 45
- #7 Zone Seven = 17

NCRRS 5: Training...

512:00 hours

- [Capnography for BLS](#)
- [Capnography for Respiratory Distress \(BLS\)](#)
- [Current Trends in Stroke Care](#)
- [Firefighter Cancer: Prevention and Health](#)
- [First Responder Traffic Incident Management](#)
- (ISO) Building Construction
- (ISO) Company Training
- (ISO) Facility Training
- (ISO) Community Outreach
- Leadership Training

Notes:

Technical Review (TR) and Code Enforcement Items

- TRC – BEMC – Power Substation
- TRC – Solterra Phase II
- TRC – Solterra Phase III
- Site Visits – Village Point Rd
- Site Visits – Gray Bridge Rd
- Site Visits – Tideland Preserve
- Site Visits – Creek Tide Landing

Staffing Notes

- One positions open
 - Conditional Offer
 - Chief and Deputy Chief covering staffing shortages when part-time staff are unavailable.
- 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
 - conducting site surveys to determine deployment options
- Participated in municipal fire chiefs meeting
 - Brunswick County Municipal Fire Chiefs Assoc. created
 - Chief Dunwell elected as Secretary
- Department Head Meeting
- Participated in Town manager candidate interviews
 - Assessment submitted to HR
- Police and Fire met with County
 - Functional Needs and Evacuation



TOWN OF SHALLOTTE

PLANNING & ZONING DEPARTMENT

TO: Board of Aldermen
 FROM: Robert Waring, Planning Director
 DATE: October 6, 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 did not meet Sept. 8 for lack of a quorum
 - a. The Board's next meeting is scheduled for October 13
 - b. We have three seats up for appointment/re-appointment and the remainder of Mr. Johnson's term will need to be filled
2. TRC met Sept. 17 to review the following projects:
 - a. Preliminary subdivision plans, Solserra Phase
 - b. Preliminary subdivision plans, Solserra Phase
 - c. Site & landscape plans, BEMC substation
 - d. The next meeting will be on October 15
3. Staff attended the bi-monthly TIA review with NCDOT
4. Staff attended the Resilient Coastal Communities Program (RCCP) workshop hosted by NCDEQ & CRC in New Bern
5. Staff attended a meeting with state emergency management to discuss floodplain mapping for the Waccamaw & Coastal basins
6. Staff & the CAT group met with consultants to discuss Town's resiliency planning efforts & review draft strategies
 - a. The team is nearing completion of phases I & II of the process
7. Staff met with several developers to review plans & next steps for their projects, these included:
 - a. The Copas Ridge subdivision
 - b. Hayden Pt PUD
 - c. Royal Oak annexation, PUD & commercial center
8. The town Attorney is working out the final details of the contract code enforcement agreement & staff plans to have the program running by mid-October
9. Please forward any zoning or nuisance complaints to Brandon Eaton, Planner,
beaton@townofshallotte.org Phone: (910) 754-4032
10. The Town collected \$93,259 for September 2026
 - a. Fees collected in September 2025 totaled \$225,786

Permit Detail Report

Section VII, Item 3.

9/1/2026 - 9/30/2026

Permit #	Permit Date	Permit Type	Parcel Address	Total Fees
4397	9/30/2026	Zoning	784 Lloyd Ct	\$150.00
4396	9/30/2026	Change of Use	150 Holden Beach Road Unit 9	\$150.00
4395	9/28/2026	Zoning	3414 Rendevous Bay Dr	\$14,496.00
4394	9/25/2026	Zoning	515 Bricklanding Rd Sw	
4393	9/24/2026	Zoning	110 Pine St	\$100.00
4392	9/24/2026	Pool	2079 Locust Ridge Dr.	\$150.00
4391	9/21/2026	Sign	4568 Tides Way	\$200.00
4390	9/18/2026	Sign	149 Holden Beach Rd	\$200.00
4389	9/17/2026	Zoning	2114 Weir Way	\$8,746.00
4388	9/17/2026	Zoning	2119 Weir Way	\$8,746.00
4387	9/17/2026	Zoning	514 Forest Run	\$8,746.00
4386	9/17/2026	Zoning	4277 Frogie Ln	\$150.00
4385	9/15/2026	Zoning	4388 Frogie Lane	\$10,161.00
4384	9/8/2026	Zoning	4586 Swimming Ln	\$8,446.00
4383	9/8/2026	Zoning	541 Summers Walk Rd	\$8,446.00
4382	9/8/2026	Zoning	537 Summers Walk Rd	\$8,446.00
4381	9/8/2026	Zoning	49 Fairway Dr	\$150.00
4380	9/3/2026	Zoning	533 Summer's Walk Rd.	\$11,876.00
4379	9/3/2026	Change of Use	143 Holden Beach Rd. Suite 5B	\$150.00
4378	9/2/2026	Zoning	514 Forest Run	\$3,600.00
4377	9/2/2026	Mobile Food Unit		\$150.00
4376	9/2/2026	Zoning	4636 East Coast Lane Unit 3	
				\$93,259.00

Total Records: 22

9/30/2026

**BRUNSWICK COUNTY
NORTH CAROLINA**

AGREEMENT FOR CODE ENFORCEMENT 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 Alliance Code Enforcement LLC, a North Carolina limited liability company (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 June 30, 2027. This contract will automatically renew at the end of the term unless a modified contract is entered into by the parties or there is a thirty-day written notice by either party prior to June 30, 2027 not to renew the contract.
- (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. NON-APPROPRIATION

If the Board of Aldermen does not appropriate the funding needed by the Town to make payments under this Agreement for a given fiscal year, the Town will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the Town will promptly notify the Provider of the non-appropriation, and this Agreement will be terminated at

the end of the last fiscal year for which funds were appropriated. Subject to the other terms of this Agreement, if the Town does not notify Provider of the non-appropriation, the Town will be responsible for monies due to Provider for work performed through the date of the notification by Town. No act or omission by the Town which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

The contracted service will be at the rate of \$50.00 per hour for ten hours (10) per week of work. The hours will be billed in quarter hour increments rounded to the nearest quarter of an hour. The ten hours per week will not be exceeded by Provider unless authorized by the Town Manager in writing prior to the work being performed.

The Town will be invoiced by provider monthly.

5. 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.

6. PROVIDER REPRESENTATIONS

- (1) The Provider is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- (2) The Provider has all requisite corporate 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.

7. 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.*

8. 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.

9. 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.

10. 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.

11. 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.

12. REMEDIES

- (1) *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.
- (2) *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.

13. TAXES

The Provider shall be solely responsible for paying all taxes, fees, assessments, and premiums of any kind payable on its employees and operations. Upon execution of this Contract, the Provider will provide the Town with a W-9.

14. 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.

15. 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.

16. 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. Such actions shall neither be commenced in nor removed to federal court. 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.

17. 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.

18. 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.

19. ENTIRE AGREEMENT

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

20. HEADINGS

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

21. SEVERABILITY

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

22. AMENDMENTS

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

23. 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.

Alliance Code Enforcement LLC:

Brandon Emory
PO Box 363
Welcome NC 27374

Town:

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

24. SIGNATURES

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

Town of Shallotte

By: _____

Printed Name: Art Dornfeld

Title: Mayor

Date: _____

Alliance Code Enforcement LLC

By: _____

Printed Name: Brandon Emory

Title: _____

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 Dornfeld 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 _____ personally came before me this day and acknowledged that he/she is the manager of Alliance Code Enforcement LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by him/her as its manager.

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

_____, Notary Public

My commission expires: _____

EXHIBIT “A”

SERVICES TO BE PERFORMED

Alliance Code Enforcement LLC (ACE) is contracted to act as a Code Enforcement Official for the Town of Shallotte to enforce applicable State Statutes, Town of Shallotte Code of Ordinances and Zoning Code. These services can include, but are not limited to: Abandoned & Junk Vehicle Code, Commercial Maintenance Code, Minimum Housing Code, Remedial Action Code and Nuisance Abatement Code. Alliance Code Enforcement LLC (ACE) shall act as an Official Agent and is granted the authority to conduct Investigations, Hearings, Send Official Notices by Mail and/or in Person and Issue Extensions of time for cooperating individuals who are in violation. Alliance Code Enforcement LLC (ACE) shall work with the Town to decide on a specific action to implement with a specific property (e.g., Impose penalties). Alliance Code Enforcement LLC (ACE) shall work with Town officials, staff, contractors, and/or other entities to assist and ensure abatement of violations within the Town. Nothing in this paragraph exempts Alliance Code Enforcement LLC (ACE) from state laws prohibiting trespass upon the property of another. Therefore, if entry upon property is not provided by consent or otherwise provided by law, Alliance Code Enforcement LLC (ACE) must seek an administrative warrant through a proper judicial official with jurisdiction over Brunswick County, North County. Service of the warrant will be assisted by the appropriate Law Enforcement agency. At no time, will any personnel from Alliance Code Enforcement LLC act or represent themselves as sworn law enforcement officers.

Public Works Monthly Report

September 2026

To: Board of Aldermen

From: Dan Formyduval, Director of Public Services

Sewer

- Responded to **17** sewer calls during the day and **6** after hours.
- Randomly inspected **58** pressure sewer services.
- Replaced **3** individual service sewer control panels and one lift station control panel.
- Spotted existing utility for new tie in location of Hwy 17 force main expansion.
- Performed weekly mainline sewer lift station cleanings and inspections.
- Raised and exposed **8** sanitary sewer man holes in River's Edge.
- Installed **3** new residential pressure sewer services.
- Rectified an electrical issue with the Highlands lift station and Village Point.

Parks & Streets

- Continued finishing remaining tasks for Price Landing (installation of fixtures, etc).
- Changed out Main Street Banners.
- Vegetation removal from the right of way the Highlands.
- Replaced water fountain at Mulberry Park.

- Cleared AC lines at Town Hall
- Replaced door lock at Police Department.

Construction & Engineering

- Responded to **700** NC811 locate tickets in the last 30 days.
- Reviewed two projects for the Technical Review Committee.
- Conducted a pre construction meeting with subcontractors for FOCUS broadband for future fiber optic overbuild work in the Highlands Subdivision.
- Performed pressure and mandrel testing for the sewer. system in the Creektide Landing Project.
- Assisted a contractor with spotting force mains in front of Walmart.
- Participated in the final scheduled meeting of the

Fleet Maintenance

- Replaced hydraulic pump on 337 excavator.
- Completed **2** repairs and services on Fire vehicles.
- Completed **3** services and repairs for the Police department.
- Completed **12** services and repairs for Public Services equipment and vehicles.



TOWN OF SHALLOTTE
Monthly Financial Dashboard
FISCAL YEAR ENDING June 30, 2027
Reporting Period: September 30, 2026

SPECIFIC REVENUE COLLECTIONS AT A GLANCE...			
General Fund	Collected TD	FY Budget	Total Budget
PROPERTY TAX		\$ 3,996,863	\$ 10,204,646
Revs YTD/% Col/ of Budget	\$ 583,621	14.60%	39.17%
SALES & USE TAX			
Fiscal Year Budget		\$ 2,283,877	\$ 10,204,646
Revs YTD/% Col/ of Budget		0.00%	22.38%
UTILITY FRANCHISE TAX			
Fiscal Year Budget		\$ 524,609	\$ 10,204,646
Revs YTD/% Col/ of Budget		0.00%	5.14%
FIRE FEES			
Fiscal Year Budget		\$ 1,683,251	\$ 10,204,646
Revs YTD/% Col/ of Budget	\$ 417,646	24.81%	16.49%
OTHER REVENUES			
Fiscal Year Budget		\$ 1,716,046	\$ 10,204,646
Revs YTD/% Col/ of Budget	\$ 248,579	14.49%	16.82%
Enterprise Fund			
OTHER REVENUES		\$ 1,056,096	\$ 4,990,684
Revs YTD/% Col/ of Budget	\$ 614,082	58.15%	21.16%
SYSTEM DEV FEES		\$ 450,620	\$ 4,990,684
Revs YTD/% Col/ of Budget	\$ 266,212	59.08%	9.03%
			\$ 4,990,684
Revs YTD/% Col/ of Budget	\$ -	0.00%	0.00%
SEWER CHARGES		\$ 3,483,968	\$ 4,990,684
Revs YTD/% Col/ of Budget	\$ 614,306	17.63%	69.81%
FUND TOTALS			90% of Budget
General Fund		\$ 10,204,646	\$ 9,184,181
Revenues FYTD	\$ 1,249,846	12%	
Enterprise Fund		\$ 4,990,684	\$ 4,491,616
Revenues FYTD	\$ 1,494,600	30%	

EXPENDITURES AT A GLANCE...			
GENERAL FUND	Fiscal Year	YTD Expenses	
	26/27 Budget	Current FY	Current FYTD%
DEPARTMENTS			
Governing Body	\$ 100,105	\$ 21,752	21.73%
Administration	1,271,749	412,842	32.46%
Planning	535,183	116,921	21.85%
Police Dept	3,510,395	903,009	25.72%
Fire Dept	2,468,811	633,439	25.66%
SRFTC	7,656	3,146	41.09%
Street Dept	1,507,948	82,533	5.47%
Parks	537,683	131,267	24.41%
Events & Comm. Outreach	265,116	81,253	30.65%
	\$ 10,204,646	\$ 2,386,162	23.38%
Fiscal Year Budget	\$ 10,204,646	\$ 2,386,162	
Unspent Budget Remaining	\$ 7,818,484	76.62%	
ENTERPRISE FUND			
	Fiscal Year	YTD Expenses	
	26/27 Budget	Current FY	Current FYTD%
DEPARTMENTS			
Sewer Department	\$ 4,990,684	\$ 1,208,068	24.21%
	\$ 4,990,684	\$ 1,208,068	24.21%
Fiscal Year Budget	\$ 4,990,684	\$ 1,208,068	
Unspent Budget Remaining	\$ 3,782,616	75.79%	

OUR CASH AND INVESTMENTS			
Balances on Sept 29, 2026 in whole dollars - Bold - As of 8.31.26			
CASH & INVESTMENTS BY FUND			
GENERAL FUND			
	June 2026	Sept 2026	
General Fund	\$ 657,820	\$ 1,240,216	
NCCMT	9,099,511	8,153,214	
General Fund Savings	25,013	25,015	
TOTAL GENERAL FUND	\$ 9,782,344	\$ 9,418,446	
ENTERPRISE FUNDS			
	June 2026	Sept 2026	
Sewer Fund	\$ 1,533,071	\$ 1,225,285	
NCCMT	4,783,413	5,312,906	
Sewer Fund Savings	25,015	25,017	
TOTAL OTHER FUNDS	\$ 6,341,499	\$ 6,563,208	
Fines & Forfeitures Fund	\$ 20,923	\$ 100	
Police Evidence Acct	114	119	
Capital Project Acct	886,005	578,587	
TOTAL CASH & INVESTMENTS TOWN-WIDE			
	June 2026	Sept 2026	
ALL FUNDS	\$ 17,030,885	\$ 16,560,460	

Cash:	September-25	September-26	Difference
General Fund	\$ 9,741,555	\$ 9,418,446	
Sewer Fund	5,793,052	6,563,208	
Fines & Forfeitures Fund	100	100	
Police Evidence Acct	119	119	
Capital Account	1,241,538	578,587	
	\$ 16,776,364	\$ 16,560,460	(215,904)
Receipts for Sept 26:			
Aug 26 NCVTs Taxes	33,936.94		
Aug 26 Town Taxes	490,186.31		
Powell Bill Proceeds	96,039.83		
FEMA grant proceeds	7,315.87		



Capital Project - Riverfront Project		
CP Expenditures	FY Budget	Current Exp
Mulberry Park	\$ 1,662,873.00	\$ 1,145,197.16
Riverwalk II	\$ 1,132,300.20	\$ 367,898.96
Professional Svc	\$ 170,178.95	\$ 4,700.00
Price Landing Cap	\$ 2,500,000.00	\$ 2,274,909.84
New Town Hall	\$ 17,494,785.00	\$ 602,425.42
Cheers St Parking	\$ 337,396.00	
Mulberry Park-PartF	\$ 500,000.00	\$ 500,000.00
Total	\$23,797,533.15	\$4,895,131.38
CP Revenues	FY Budget	Current Rev
PartF Grant	\$ 500,000.00	\$ 500,000.00
Transfer from GF	\$ 2,982,177.16	\$ 1,247,622.58
Grant-Riverwalk	\$ 250,000.00	
SCIF Grant-Riverw	\$ 815,355.99	\$ 372,598.96
SCIF Grant-Mulb	\$ 3,000,000.00	\$ 2,774,909.84
USDA Loan	\$ 16,000,000.00	\$ -
Total	\$23,547,533.15	\$4,895,131.38

NCCMT Interest Rate September 25	4.11%
NCCMT Interest Rate October 25	4.13%
NCCMT Interest Rate November 25	3.85%
NCCMT Interest Rate August 25	4.30%
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%
NCCMT Interest Rate August 26	3.65%



Town Of Shallotte **Expenditure Statement : 2026 - 2027** **for Accounting Period 9/30/2026**

GENERAL FUND

Dept #	Department	Approp Amount	Activity this Period	Expenditure YTD	Encumbrance YTD	Unencumbered Balance	% Exp. & Enc.
4100	Governing Body	\$100,105.00	\$21,752.15	\$21,752.15	\$0.00	\$78,352.85	21.73
4200	Administration	\$1,271,749.00	\$411,809.52	\$411,809.52	\$1,032.26	\$858,907.22	32.46
4300	Planning Department	\$535,183.00	\$116,958.31	\$116,958.31	(\$36.99)	\$418,261.68	21.85
4400	Events & Community Outreach	\$265,116.00	\$79,539.71	\$79,539.71	\$1,712.97	\$183,863.32	30.65
5100	Police	\$3,510,395.28	\$886,083.52	\$886,083.52	\$16,925.26	\$2,607,386.50	25.72
5300	Fire	\$2,468,811.00	\$610,656.15	\$610,656.15	\$22,782.52	\$1,835,372.33	25.66
5400	SRFTC	\$7,655.76	\$2,180.18	\$2,180.18	\$965.96	\$4,509.62	41.10
5600	Streets	\$1,507,948.00	\$79,846.08	\$79,846.08	\$2,687.35	\$1,425,414.57	5.47
5700	Parks	\$537,683.49	\$130,003.21	\$130,003.21	\$1,264.09	\$406,416.19	24.41
Total Fund	GENERAL FUND	\$10,204,646.53	\$2,338,828.83	\$2,338,828.83	\$47,333.42	\$7,818,484.28	23.38



Town Of Shalotte
Expenditure Statement : 2026 - 2027
for Accounting Period 9/30/2026

ENTERPRISE FUND							
Dept #	Department	Approp Amount	Activity this Period	Expenditure YTD	Encumbrance YTD	Unencumbered Balance	% Exp. & Enc.
8200	Sewer	\$4,990,684.00	\$1,188,504.74	\$1,188,504.74	\$19,563.29	\$3,782,615.97	24.21
Total Fund	ENTERPRISE FUND	\$4,990,684.00	\$1,188,504.74	\$1,188,504.74	\$19,563.29	\$3,782,615.97	24.21
Grand Total		\$15,195,330.53	\$3,527,333.57	\$3,527,333.57	\$66,896.71	\$11,601,100.25	23.65

October Board Report

September Recap

 **Leadership Training:** Completed Leadership Training with fellow staff members.

 **Holiday Market:** Staff held the first market of the holiday season with approximately 80 vendors. Great public attendance and beautiful weather made for a successful event.

 **Concert Series:** Wrapped up another successful concert season and have already begun planning for next year. We received great community feedback and several requests for next season.

 **Price Landing:** Continued working with staff to prepare Price Landing for its opening, including benches, trash cans, outdoor classroom setup and other finishing touches. Special thanks to all departments, especially Maintenance team, for assisting organizations with picnic table installation.

 **Communications:** Continued regular social media posts, website updates and community communications, including CodeRED and sewer cutoff information.

 **Department Head Meetings:** Participated in Department Head meetings and continued coordination with fellow departments on Town projects and events.

 **School Visit:** Welcomed 99 first-grade students from Union Elementary for a visit with Shallotte Police, Fire and Shally!

 **Halloween:** Worked with fellow departments on the Halloween event layout, map and traffic-control plan.

 **Town Manager Interviews:** Assisted with Town Manager interviews and lunch.

TOWN OF SHALLOTTE

Come Together. Celebrate Together.



UPCOMING EVENTS



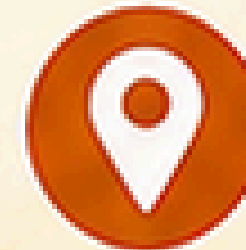
HARVEST FEST MARKET



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: SEPTEMBERS MANAGER'S REPORT- OCTOBER 2026 MEETING
DATE: 9.30.26

- BOA Meeting 9.1.26
- Online Class – Manger Council Relationship 9.2.26
- Town Hall closed 9.7.26
- Review TM Interview questions and timeline 9.10.26
- Creech Zoom Update 9.14.26
- Municipal Fire Chiefs Meeting 9.16.26
- Follow Meeting with Creech re PD comments 9.17.26
- Meeting with HR and Police Chief re stay interviews 9.22.26
- Meeting with Hal Workman re Royal Oak Project w/ Robert and Larry Harrelson 9.23.26
- Department Head Meeting 9.24.26
- McGill re Cinderella i.e. Final Change Order 9.29.26
- Interviews for TM 9.29.26

Project Update – Price Landing

After sending the WCD to Cinderella, they had thirty days to invoke dispute resolution procedures provided by the contract. That 30 day timeline expired 9.23.26 and they did not file a dispute. We had McGill draft the final change order based off their evaluations on the WCD#1. This change order increased to \$163,758.54 to include the bathroom locks that the Town replaced as the lock that Cinderella installed either didn't conform to the specification of the contract (being timed locking) nor did they provide instruction to disprove this. Along with the \$181,000.00 in liquidated damages the balance to pay will be \$150,223.04 which will go to the Surety Company. My goal is to get the letter to Cinderella and the Surety with our intentions as well as the attorneys working out the lien waiver details. I will have more information at the BOA meeting on 10.6.26.

Town Hall Complex - Creech has been conducting meetings almost every two weeks to provide updates and get feedback, working on documents for bidding to get a final cost.



Town of Shallotte

ACTION AGENDA ITEM

2026

TO: Board of Alderman

FROM: Mimi Gaither, Town Manager

EXT. #

ACTION ITEM #: _____

MEETING DATE: 10.6.26

DATE SUBMITTED: 9.30.26

ISSUE/ACTION REQUESTED: Permission for Maintenance to Remove Structure at Riverside Park

PUBLIC HEARING: ☐ YES ☒ NO

BACKGROUND/PURPOSE OF REQUEST: The Town recently received a call regarding the condition and safety of the covered structure formerly used for the kayak launch at Riverside Park. The caller expressed concern that the structure was in such poor condition that it appeared to be at risk of collapsing into the river.

Dan, Megan, and I inspected the structure the same day. While the condition is not quite as serious as initially reported, the structure is deteriorated and presents a potential safety concern. Staff placed caution tape around the area to prevent access.

Given the age and deteriorated condition of the structure, staff does not recommend making repairs or continuing to maintain it. Instead, staff recommends that the Board authorize Maintenance to remove the structure and clean up the area.

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: Approve - MOG

FINANCE RECOMMENDATION: N/A

ATTACHMENTS:

- 1. photos

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





Section VII, Item 7.





Town of Shallotte Mayor Report

To: Board of Aldermen
From: Art Dornfeld Mayor
cc:
Date: 6 October 2026
Re: Mayor report for September 2026

Sept 1- BOA Meeting

Sept 2- Online Class Manager council relationship

Sept 8- Commissioner meeting

Sept 10-Review Town Manager time line and applications, Attended Concert Mulberry Park

Sept 14- Creech Town Hall meeting

Sept 21- Commissioner meeting

Sept 29- Town Manager interveiws

**SHALLOTTE BOARD OF ALDERMEN
REGULAR MEETING
SEPTEMBER 1, 2026
5:15 P.M.**

Section VIII, Item A.

The Shallotte Board of Aldermen met for a regular meeting on September 1, 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, Brandon Eaton, Natalie Goins, Dan Formyduval, Jeremy Dixon, Isaac Norris, Paul Dunwell and Attorney Laura Thompson.

I. CALL TO ORDER

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

II. INVOCATION & PLEDGE

Reverend Miller 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 identified.

IV. AGENDA AMENDMENTS & APPROVAL OF AGENDA

A motion was made by Gene Vasile, seconded by Bobby Williamson, to approve the agenda as submitted. Motion carried 5 yes 0 no.

V. PUBLIC COMMENTS

VI. DEPARTMENT REPORTS

1. POLICE (Report)

2. FIRE (Report)

3. PLANNING (Report)

Planning Director Robert Waring introduced Damion Fulford, the new Planner I, who is in his second week with the Town. Mr. Waring also corrected the Planning Department report, noting that the next Planning Board meeting is scheduled for September 8, 2026, rather than September 15.

A. Abatement Proposal – 4479 Main St.

A motion was made by Gene Vasile, seconded by Karmen Custer, to approve the abatement contract with Ron Johnson, with the scope of services to be agreed upon by staff, at a total cost not to exceed \$5,000, and to authorize the Mayor to sign the contract. Motion carried 5 yes 0 no.

4. PUBLIC WORKS (Report)

A. Bill Adjustment Requests

Mega Wash Shallotte (4602 Main St.)

A motion was made by Gene Vasile, seconded by Larry Harrelson, to approve the bill adjustment for Mega Wash Shallotte. Motion carried 5 yes 0 no.

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

A motion was made Gene Vasile, seconded by Larry Harrelson to deny granting the bill adjustment and to defer any future bill adjustment reimbursements for ILM Rentals – Alison Riso until such time as the property owner provides evidence that plumbing issues have been identified and corrected. Motion carried 5 yes 0 no.

5. FINANCE (Report)

6. PARKS & RECREATION (Report)

7. ADMINISTRATION (Report)

A. McGill Additional Services

A motion was made by Gene Vasile, seconded by Bobby Williamson, to approve paying McGill \$34,163 for services rendered from January through July 2026, plus an additional not-to-exceed amount of \$6,000 for services from August through September 2026. Motion carried 5 yes 0 no.

B. Town Hall Revised Design

Town Manager, Mimi Gaither, presented revised designs for the Town Hall complex, highlighting cost-reduction strategies discussed with the design team. Notable changes include the elimination of certain architectural features and adjustments to the building layout. Cost estimates will be provided to the Board once available.

C. Town Manager Interview Questions

Town Manager, Mimi Gaither, asked Board members to review and suggest any additions or changes to the previously distributed interview questions prior to the September 15th workshop.

8. MAYOR (Report)

VII. CONSENT AGENDA

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

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 Gray Bridge Road PUD

Parcel ID # 21400001

County R-7500 to Shallotte PUD

98 Acres

OI Investment Properties, LLC.

Planning Director, Robert Waring, presented the petition for voluntary contiguous annexation and rezoning of a 98-acre parcel (PID 21400001) located on Gray Bridge Road, across from a future phase of the Solterra subdivision.

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

Dan Koeller and Mike Foley, members of the development team, and Andy Mills, project engineer, provided an overview of the project, including a PowerPoint presentation. The development had previously received Brunswick County approval, but the team chose to pursue annexation into Shallotte. The project proposes 400 single-family lots on 96.43 acres. All wetlands will be preserved with a minimum 20-foot buffer, and a 30-foot vegetated buffer will be maintained around the full perimeter of the project. Two access points are located on Gray Bridge Road and one on Shell Point Road. A connected sidewalk and trail network runs throughout the development, linking to a centralized amenity area. The stormwater system is designed to attenuate the 100-year storm event. Homes are expected to range from approximately 1,800 to 2,700 square feet, priced between \$400,000 and \$600,000, with full build-out projected by 2033. Mr. Foley emphasized the benefits of annexation, noting that Town services would likely be called upon regardless of jurisdiction, and that annexation provides the Town with design control and associated revenue.

2. Public Comments/Questions

Christian Haslbeck, 2590 Shell Point Rd., stated that his property shares approximately 1,000 feet of property line with the proposed development and is designated as a Voluntary Agricultural District (VAD), requiring a 50-foot buffer rather than the standard 30-foot buffer. He noted that the developer confirmed the project plan had been revised to provide the required 50-foot buffer expressed satisfaction with the revision.

3. A motion was made by Jimmy Bellamy, 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 Larry Harrelson, seconded by Gene Vasile, to approve Ordinance 26-11, annexing PID 21400001. Motion carried 5 yes 0 no.

6. The Board of Aldermen Zoning Statement of Consistency was read into the record by Mayor Dornfeld. A motion was made by Gene Vasile, seconded by Karmen Custer, to approve the BOA Zoning Statement of Consistency, 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.

Motion carried 5 yes 0 no.

7. A motion was made by Gene Vasile, seconded by Bobby Williamson, to approve rezoning PID 21400001 from County R-7500 to Shallotte PUD. Motion carried 5 yes 0 no.

IX. DISCUSSION

1. Proclamation: 9/11 Day of Remembrance – 25th Anniversary

A motion was made by Jimmy Bellamy, seconded by Karmen Custer, to approve a proclamation recognizing September 11 as a Day of Remembrance, in observance of the 25th anniversary of September 11, 2001. Motion carried 5 yes 0 no.

X. ADJOURN

A motion was made by Jimmy Bellamy, seconded by Gene Vasile, to adjourn the meeting at 6:36 p.m.
Motion carried 5 yes 0 no.

Respectfully submitted,

Natalie Goins

Natalie Goins

Town Clerk

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

Section VIII, Item B.

The Shallotte Board of Aldermen met for a work session on September 15, 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, and Karmen Custer

Aldermen absent: Jimmy Bellamy and Larry Harrelson

Staff present: Mimi Gaither, Robert Waring, Natalie Goins, Jeremy Dixon, Isaac Norris, Paul Dunwell, Justin Ward and Ashley White.

I. CALL TO ORDER

Mayor Dornfeld called the meeting to order. A motion was made by Gene Vasile, seconded by Karmen Custer to open the meeting. Motion carried 3 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 approve the agenda as submitted. Motion carried 3 yes 0 no.

IV. REVISE PUBLIC INFORMATION REQUESTS RE: City Camera Footage

Town Manager, Mimi Gaither, presented a proposal to revise how the Town handles public information requests related to city camera footage. It was suggested that town camera footage be considered data and handled like body and in-car camera footage. Under the proposed policy, members of the public who are not directly involved in an incident would not have an automatic right to view the footage, as it is considered raw data absent an active investigation. Once footage is associated with an investigation, it will be handled in accordance with applicable law and the procedures governing law enforcement recordings. A motion was made by Karmen Custer, seconded by Gene Vasile, to approve revisions to the public information request policy/form to clarify requests for camera footage. Motion carried 3 yes 0 no.

V. ADDITION/AMENDMENT TO PERSONNEL POLICY

1. Additions/Amendments

- Article VII. HOLIDAYS AND LEAVES OF ABSENCE

Amend: Section 26 Adverse Weather Conditions

- Article VII. HOLIDAYS AND LEAVES OF ABSENCE

Renumber Current Section 27. Break Time for Nursing Mothers to Section 28

- Article VII. HOLIDAYS AND LEAVES OF ABSENCE

NEW: Section 27: Emergency or Disaster Compensation Policy

A motion to approve the Article VII amendments, including the amended Section 26, new Section 27 Emergency or Disaster Compensation Policy, and renumbered Section 28, was made by Bobby Williamson, seconded by Gene Vasile. Motion carried 3 yes 0 no.

VI. CONSENT AGENDA

A motion was made by Karmen Custer, seconded by Gene Vasile, to approve the following consent agenda items. Motion carried 3 yes 0 no.

- A. Budget Amendment BA-26-27-3 (\$7,315.87) FEMA reimbursement funds for police department's help with tropical storm Helene.

Planning Director, Robert Waring, left the meeting at 5:29 p.m.

VII. TOWN MANAGER SEARCH

- Interview Questions

Town Manager, Mimi Gaither, noted that Board members had previously submitted comments on the draft questions, and revisions had been incorporated.

- Selection Process (Where We're At)

The Board discussed scheduling for candidate interviews for four candidates. Interviews are set for Tuesday, September 29th, starting at 8:00 AM.

VIII. CLOSED SESSION

Aldermen present: Bobby Williamson, Gene Vasile, and Karmen Custer

Aldermen absent: Jimmy Bellamy and Larry Harrelson

Staff present: Mimi Gaither, Robert Waring, Natalie Goins, and Ashley White.

Pursuant to NCGS 143-318.11 (a)(6), a motion was made by Gene Vasile, seconded by Karmen Custer to go into closed session to discuss a personnel matter. Motion carried 3 yes 0 no. The Board reviewed the Town Manager employment application screening checklists, including minimum and preferred qualifications, for the four candidates.

IX. RESUME OPEN SESSION

A motion was made by Gene Vasile, seconded by Bobby Williamson, to resume open session. Motion carried 3 yes 0 no.

Police Chief, Jeremy Dixon, rejoined the meeting.

X. DISCUSSION**1. Brunswick County Law Enforcement Association Range**

Police Chief, Jeremy Dixon, presented a request for the Board's support in preserving the Brunswick County Law Enforcement Association (BCLEA) shooting range/training facility located in Bolivia, NC. He noted that the range is critical not only to the Shallotte Police Department but to all municipal law enforcement agencies in Brunswick County, as it is the only accessible facility where officers can practice firearms skills beyond their annual state-mandated qualification. A motion was made by Bobby Williamson, seconded by Gene Vasile, to approve and sign a letter of support to be sent to the Brunswick County Commissioners. Motion carried 3 yes 0 no.

XI. ADJOURN

A motion was made by Bobby Williamson, seconded by Karmen Custer, to adjourn the meeting at 5:59 p.m. Motion carried 3 yes 0 no.

Respectfully submitted,

Natalie Goins

Natalie Goins

Town Clerk

**SHALLOTTE BOARD OF ALDERMEN
SPECIAL CALLED MEETING
SEPTEMBER 29, 2026
8:00 A.M.**

Section VIII, Item C.

The Shallotte Board of Aldermen met for a special meeting on September 29, 2026 at 8:00 a.m. in the meeting chambers located at 110 Cheers Street with Mayor Art Dornfeld presiding.

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

Staff present: Mimi Gaither

I. CALL TO ORDER

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

II. CLOSED SESSION

Pursuant to NCGS 143-318.11 (a)(6), a motion was made by Karmen Custer, seconded by Gene Vasile, to go into closed session to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or initial employment of prospective public employees or officers. Motion carried 5 yes 0 no. The Board interviewed three candidates for the Town Manager position during the closed session.

III. RESUME OPEN SESSION

A motion was made by Jimmy Bellamy, seconded by Gene Vasile, to resume open session. Motion carried 5 yes 0 no.

IV. ADJOURN

A motion was made by Bobby Williamson, seconded by Gene Vasile, to adjourn the meeting. Motion carried 5 yes 0 no.

Respectfully submitted,
Natalie Goins

Natalie Goins
Town Clerk



Town of Shallotte Board of Aldermen
ACTION AGENDA ITEM
2026

TO: Board of Aldermen

FROM: Brandon Eaton, Planner II

ACTION ITEM #: ANX 26-14
MEETING DATE: 10/06/2026
DATE
SUBMITTED: _____

ISSUE/ACTION REQUESTED:

Request the Board to direct the Town Clerk to “investigate the sufficiency thereof and to certify the result of the investigation” of the petition for voluntary annexation of Parcel ID # 1820004222 on behalf of Weyerhaeuser NR Company.

PUBLIC ☐ **YES** ☒ **NO**
HEARING:

BACKGROUND/PURPOSE OF REQUEST:

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

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

FISCAL IMPACT:

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

CONTRACTS/AGREEMENTS:

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

ADVISORY BOARD RECOMMENDATION:

NA

STAFF’S RECOMMENDATION: NA

FINANCE RECOMMENDATION: NA

ATTACHMENTS:

- 1. Petition for Annexation
- 2. Area Map
- 3. Legal Description

ACTION OF THE BOARD OF ALDERMEN

APPROVED: ☐
DENIED: ☐

ATTEST: CLERK TO THE BOARD

**DEFERRED
UNTIL:** _____

SIGNATURE

OTHER:

Petition Requesting Voluntary Contiguous Annexation

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

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

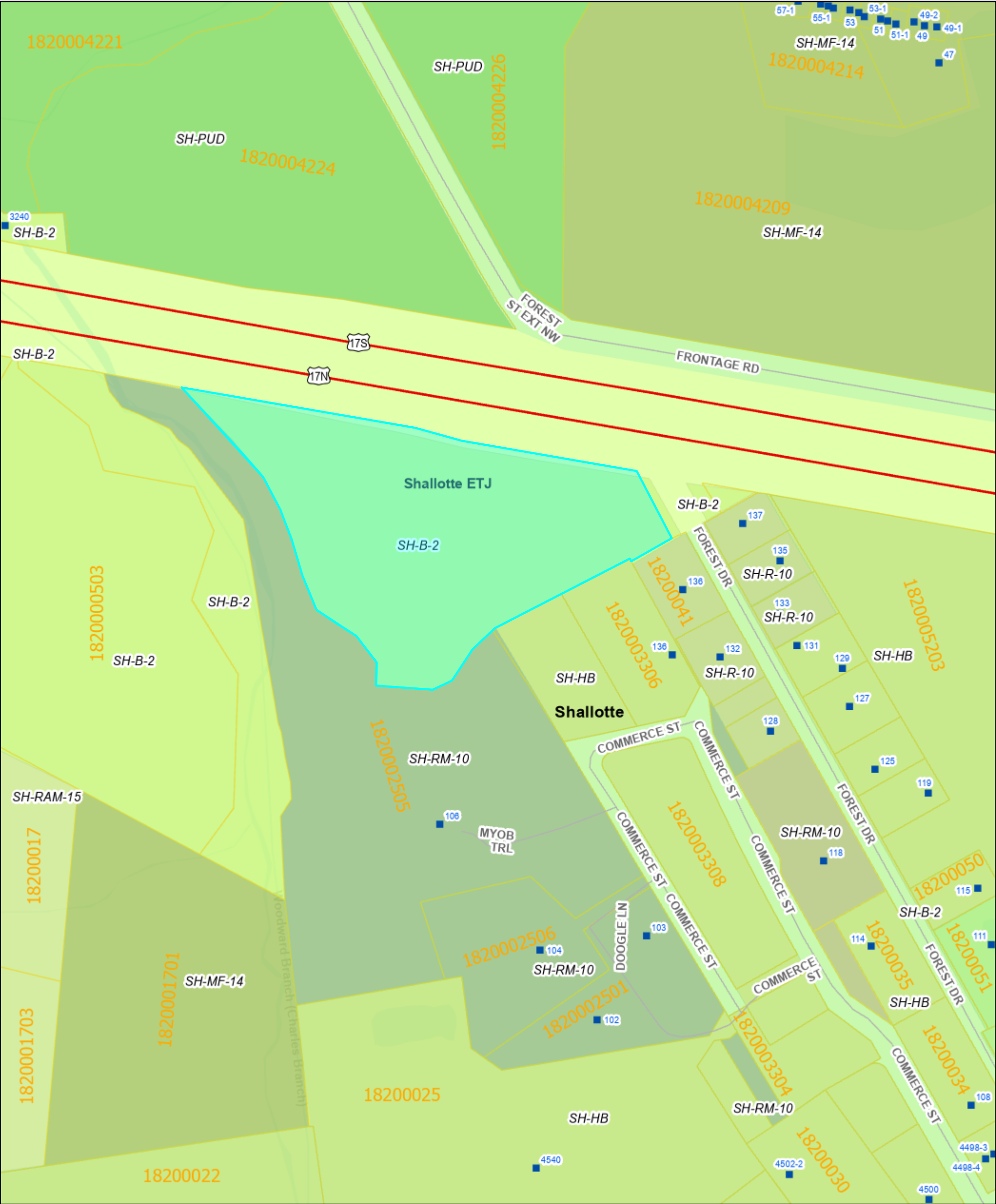
Vested rights, with respect to such property, have not been established, under N.C.G.S. 160A-385.1, except as described in Exhibit "C", attached hereto and incorporated herein by reference.

Respectfully,

Printed Name	Mailing Address	Parcel ID #(s)	Vested Rights?	Signature	Date
TODD W. POWELL, As Vice President	13005 SW 1st Road, Suite 241, Newberry, Florida 32669	1820004222	☐ Yes ☒ No		
			☐ Yes ☐ No		
			☐ Yes ☐ No		
			☐ Yes ☐ No		
			☐ Yes ☐ No		
			☐ Yes ☐ No		
			☐ Yes ☐ No		

Brunswick County GIS Data Viewer

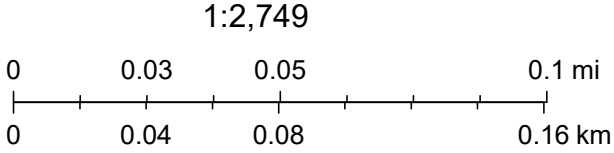
Section VIII, Item D.



10/5/2026, 4:30:47 PM

- Zoning
- SH-B-2
 - SH-HB
 - SH-MF-14
 - SH-PUD
 - SH-R-10
 - SH-RAM-15
 - SH-RM-10
 - County Boundary

- Parcels
- Municipalities
- Shallotte City
 - Shallotte ETJ
- Roads
- US Hwy
 - Minor
 - Addresses



ALL AND SINGULAR, THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING IN SHALLOTTE TOWNSHIP, BRUNSWICK COUNTY, NORTH CAROLINA, BEING BOUND ON THE NORTH BY U.S. HIGHWAY 17 BY-PASS (PUBLIC R/W VARIES), ON THE EAST BY FOREST DRIVE (40 FT R/W), KAMAL KUMAR, WOODMEN OF THE WORLD, AND PORTENT INC., ON THE SOUTH AND WEST BY TIMOTHY L. CARTER, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON A 5/8" IRON REBAR FOUND ON THE NORTHWEST MOST POINT ON RIGHT-OF-WAY OF FOREST DRIVE (40' R/W), THENCE ALONG SAID FOREST DRIVE (40' R/W), A BEARING OF S 27°57'21" E, A DISTANCE OF 157.31 FEET TO A 5/8" IRON REBAR FOUND, THEN LEAVING SAID RIGHT-OF-WAY, ALONG THE LANDS OF KAMAL KUMAR, A BEARING OF S 60°09'29" W, A DISTANCE OF 93.18 FEET TO A 5/8" IRON REBAR FOUND. THENCE A BEARING OF S 60°09'29" W, A DISTANCE OF 3.58 FEET TO A 5/8" IRON REBAR SET, THEN LEAVING SAID LANDS. ALONG THE LANDS OF WOODMEN OF THE WORLD., A BEARING OF N 29°55'08" W, A DISTANCE OF 6.18 FEET TO AN IRON REBAR FOUND THENCE A BEARING OF S 62°28'39" W, A DISTANCE OF 158.09 FEET TO AN IRON REBAR SET, THEN LEAVING SAID LANDS. ALONG THE LANDS OF PORTENT INC., A BEARING OF S 62°28'39" W, A DISTANCE OF 157.64 FEET TO AN IRON REBAR FOUND, THEN LEAVING SAID LANDS. ALONG THE LANDS OF TIMOTHY L. CARTER., A BEARING OF S 46°15'24" W, A DISTANCE OF 64.03 FEET TO AN IRON REBAR FOUND, THENCE A BEARING OF S 33°01'53" W, A DISTANCE OF 77.53 FEET TO AN IRON REBAR FOUND, THENCE A BEARING OF S 64°22'22" W, A DISTANCE OF 44.32 FEET TO AN IRON REBAR FOUND, THENCE A BEARING OF N 86°13'56" W, A DISTANCE OF 117.83 FEET TO AN IRON REBAR FOUND, THENCE A BEARING OF N 0°32'40" E, A DISTANCE OF 48.35 FEET TO AN IRON REBAR FOUND, THENCE A BEARING OF N 37°59'00" W, A DISTANCE OF 69.23 FEET TO AN IRON REBAR FOUND, THENCE A BEARING OF N 58°18'07" W, A DISTANCE OF 51.03 FEET TO AN IRON REBAR FOUND, THENCE A BEARING OF N 56°14'13" W, A DISTANCE OF 48.01 FEET TO AN IRON REBAR FOUND, THENCE A BEARING OF N 22°41'30" W, A DISTANCE OF 76.99 FEET TO AN IRON REBAR FOUND, THENCE A BEARING OF N 16°58'52" W, A DISTANCE OF 78.57 FEET TO AN IRON REBAR FOUND, THENCE A BEARING OF N 21°26'43" W, A DISTANCE OF 65.16 FEET TO AN IRON REBAR FOUND, THENCE A BEARING OF N 28°08'48" W, A DISTANCE OF 76.19 FEET TO AN IRON REBAR FOUND, THENCE A BEARING OF N 41°18'12" W, A DISTANCE OF 52.37 FEET TO AN IRON REBAR FOUND, THENCE A BEARING OF N 43°08'26" W, A DISTANCE OF 199.82 FEET TO AN IRON REBAR FOUND, THEN LEAVING SAID LANDS. ALONG U.S. HIGHWAY 17 BY-PASS (PUBLIC R/W VARIES)., A BEARING OF S 80°35'45" E, A DISTANCE OF 492.99 FEET TO AN IRON REBAR FOUND, THENCE A BEARING OF S 74°53'52" E, A DISTANCE OF 100.72 FEET TO AN IRON REBAR FOUND, THENCE A BEARING OF S 80°35'45" E, A DISTANCE OF 369.77 FEET TO AN IRON REBAR SET, BEING THE POINT OF BEGINNING AND CONTAINING 7.13 ACRES± (310,400 SQUARE FEET±).