



Shallotte Board of Aldermen Regular Meeting Agenda

May 05, 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 for the record please.)**
- VI. **DEPARTMENT REPORTS**
 1. **POLICE**
 2. **FIRE**
 - A. Sutphen Contract
 - B. Declare Apparatus Surplus
 3. **PLANNING**
 4. **PUBLIC WORKS**
 - A. Mulberry Street Project Change Orders
 - B. Hannah Wilson-Riverview Professional Centre (Sewer Adjustments)
 5. **FINANCE**
 - A. GFOA Certification
 - B. Audit Contract
 6. **PARKS & RECREATION**
 7. **ADMINISTRATION**
 - A. Old Republic Request
 - B. Samet Contract
 8. **MAYOR**
- VII. **CONSENT AGENDA**

- [A.](#) April 7, 2026 Regular Meeting Minutes
- [B.](#) April 9, 2026 Budget Workshop Minutes
- [C.](#) April 16, 2026 Budget Workshop Minutes
- [D.](#) April 21, 2026 Work Session Meeting Minutes
- [E.](#) Personnel Policy Updates

- Article III Section 13: Standby and Call-back Pay
- Article IV Section 4: Probationary Period
- Article VII Section 26: Adverse Weather Conditions

[F.](#) National Fallen Firefighters Memorial Weekend Proclamation

[G.](#) National Police Week & Peace Officers Memorial Day Proclamation

[H.](#) Forest Run Performance Guarantee

Sidewalks

\$147,546

Surety

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

Annexation Petition: ANX 26-06

Parcel ID's: 1970007504

Omnistorage, Inc.

5.06 Acres +/-

VIII. PUBLIC HEARING

[1.](#) The Tides Multi-Family

Revisions to Approved SUP # 21-52

Request to Amend Phased Construction

(BEING THIS IS A QUASI JUDICIAL HEARING, ANYONE THAT WISHES TO SPEAK REGARDING THIS MATTER WILL NEED TO BE SWORN IN BY THE TOWN CLERK PRIOR TO ANY COMMENTS

1. Motion to open public hearing
2. Swear in parties
3. Public Comments/Questions
4. Motion to close public hearing
5. Motion to approve/deny the specific findings of fact
6. Applicant agreement to conditions
7. Motion to approve/deny SUP

2. TXT 26-03 (Recreational Vehicle Sales & Service)

1. Motion to open public hearing
2. Public Comments/Questions
3. Motion to close public hearing
4. Board Comments-Questions
5. Consider a motion to approve the Board of Aldermen Statement of Consistency
6. Consider a motion to approve Ordinance 26-03 amending the Town of Shallotte Unified Development Ordinance, specifically Article 10, Section 10-3(GG).

3. TXT 26-05 (Gas Stations and Truck Stops)

1. Motion to open public hearing
2. Public Comments/Questions
3. Motion to close public hearing
4. Board Comments-Questions
5. Consider a motion to approve the Board of Aldermen Statement of Consistency
6. Consider a motion to approve Ordinance 26-05 amending the Town of Shallotte Unified Development Ordinance, specifically Article 2, Section 2 and Article 10, Section 10-3(H).

IX. DISCUSSION

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

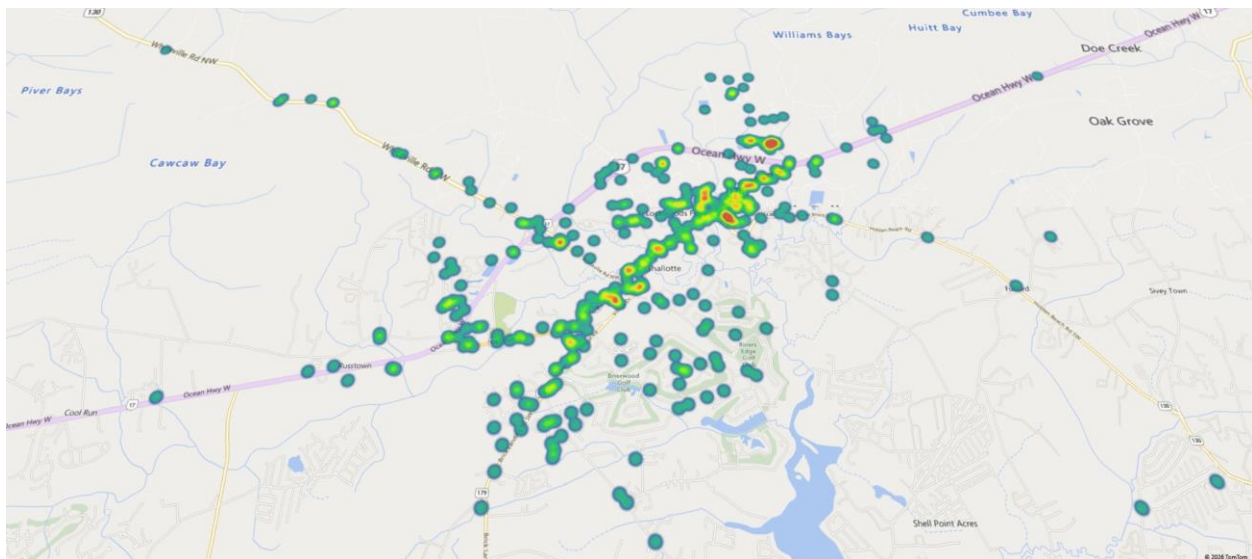
114 Cheers St. Shallotte, North Carolina 28470
Phone (910) 754-6008



Monthly Police Report

Mar 25 – Apr 24, 2026

- Completed 1082 Calls for Service
 - Including 33 motor vehicle accidents
- Took 60 Incident Reports
 - Recovered ~ \$27,000 worth of property (including a stolen motor vehicle)
- Issued 58 State Citations w/ 82 total charges
- Effected 14 arrests including 10 warrant services
- Received just over 196 hours of volunteer service





TOWN OF SHALLOTTE FIRE/RESCUE

Monthly Activity Report

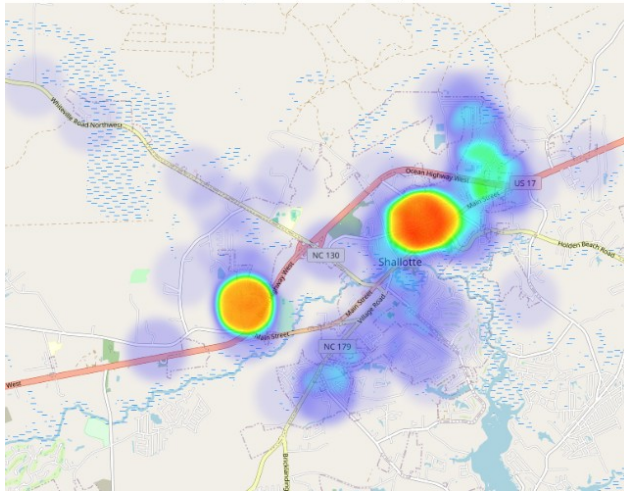
FISCAL YEAR ENDING 30 JUN 2026
 Reporting Period: 27 MAR 2026 – 27 APR 2026

NCGS § 58-79-45: Incident Reports...

Incident Map Overview (Past 4 weeks)

Scene Locations of Fire Incidents

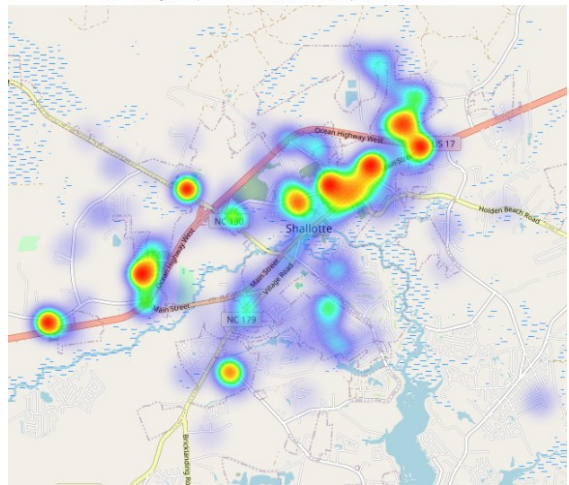
N = 111 Apr 01, 2026 12:00 AM to Apr 28, 2026 11:59 PM



Incident Map Overview (YTD)

Scene Locations of Fire Incidents

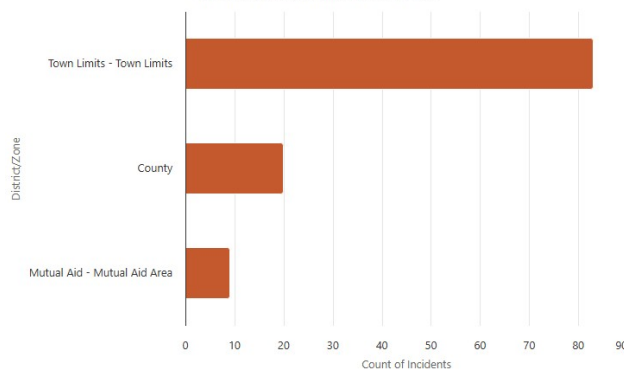
N = 439 Jan 01, 2026 12:00 AM to Dec 31, 2026 11:59 PM



(Past 4 weeks) Town 83; County 20; Mutual Aid 9

Incidents by District/Zone

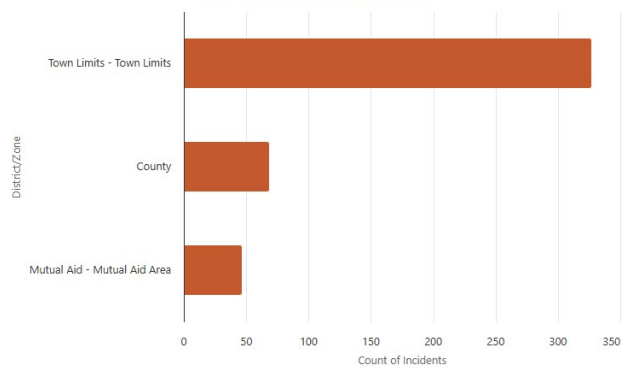
Apr 01, 2026 12:00 AM to Apr 28, 2026 11:59 PM



(YTD) Town 327; County 69; Mutual Aid 47

Incidents by District/Zone

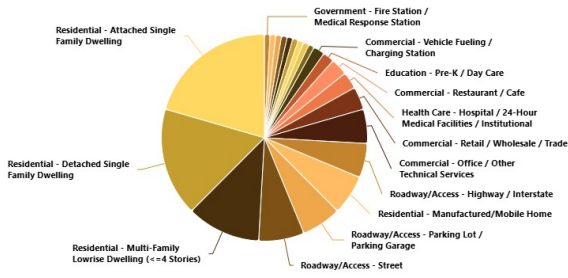
Jan 01, 2026 12:00 AM to Dec 31, 2026 11:59 PM



(Past 4 weeks)

Incidents by Location Use Category

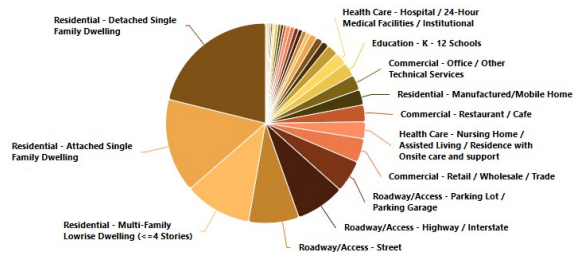
Apr 01, 2026 12:00 AM to Apr 28, 2026 11:59 PM



(YTD)

Incidents by Location Use Category

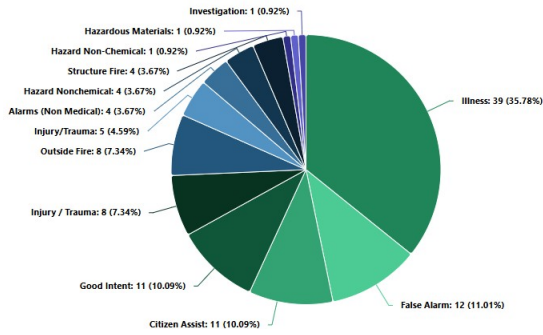
Jan 01, 2026 12:00 AM to Dec 31, 2026 11:59 PM



(Past 4 weeks)

Incidents by Type

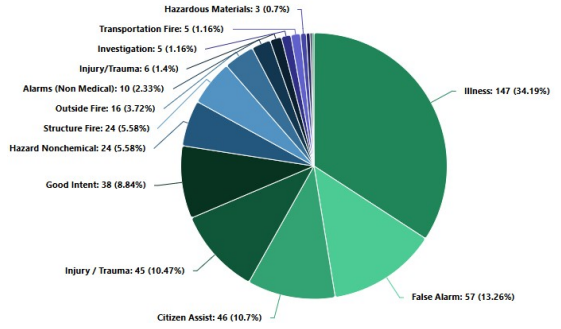
Apr 01, 2026 12:00 AM to Apr 28, 2026 11:59 PM



(YTD)

Incidents by Type

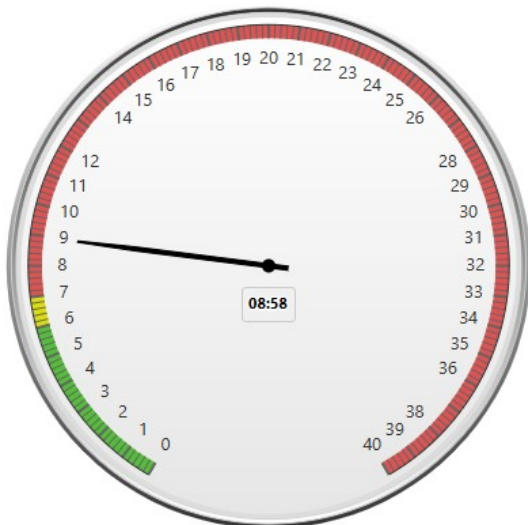
Jan 01, 2026 12:00 AM to Dec 31, 2026 11:59 PM



(Past 4 weeks) PSAP to Arrival

Average Total Response Time (MM:SS)

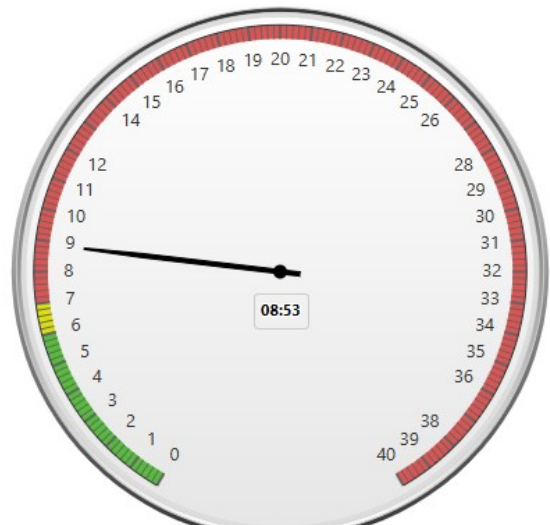
Date Reported: Apr 01, 2026 12:00 AM to Apr 28, 2026 11:59 PM



(YTD) PSAP to Arrival

Average Total Response Time (MM:SS)

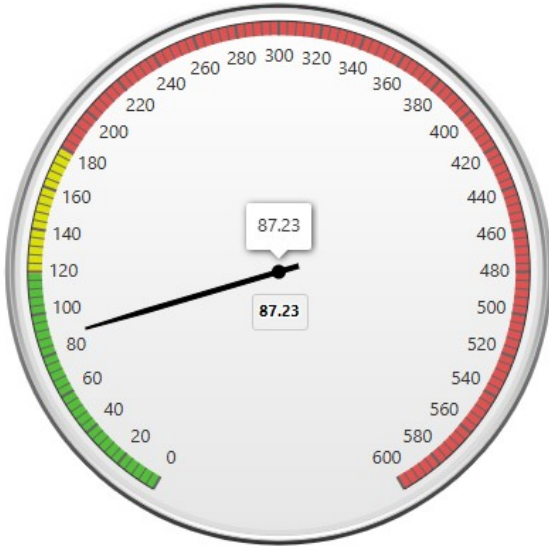
Date Reported: Jan 01, 2026 12:00 AM to Dec 31, 2026 11:59 PM



(Past 4 weeks)

Unit Average Turnout Time (Seconds)

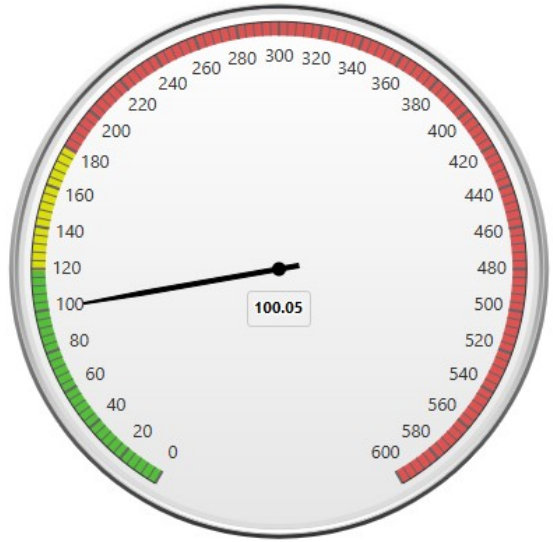
Apr 01, 2026 12:00 AM to Apr 28, 2026 11:59 PM



(YTD)

Unit Average Turnout Time (Seconds)

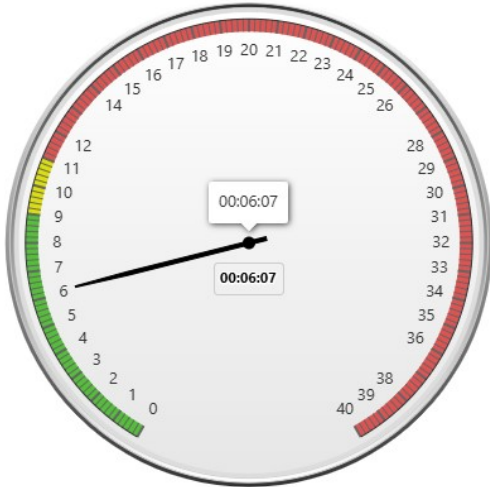
Jan 01, 2026 12:00 AM to Dec 31, 2026 11:59 PM



(Past 4 weeks)

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

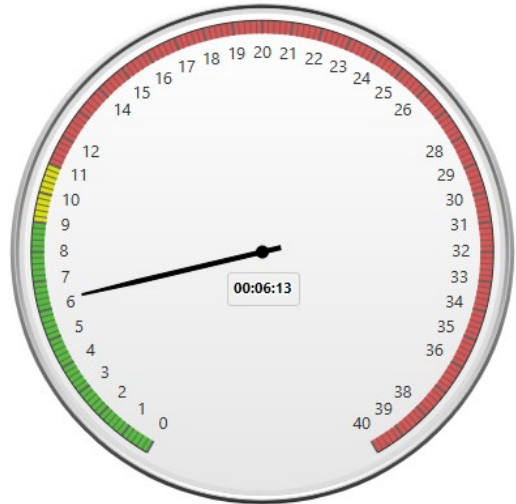
Apr 02, 2026 12:00 AM to Apr 29, 2026 11:59 PM



(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	Zone Reference by Number of Incidents from Greatest to Lowest	YTD
#1 Zone One = 41 #2 Zone Four = 27 #3 Zone Three = 23 #4 Zone Five = 20 #5 Zone Two = 6 #6 Zone Six = 7 #7 Zone Seven = 4	#1 Zone One = Wall St Station (Town Central Commercial District) #2 Zone Four = Red Apple Station area (Rourke Woods/Brierwood/River's Edge/Shalotte Point area) #3 Zone Three = Naber Dr Station (Shalotte 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 = (Greybridge Rd/Red Bug Rd/Holden Beach Rd/Solserra area) #7 Zone Seven = (SECU/Ford & Chevy/Cumbee Rd areas)	#1 Zone One = 172 #2 Zone Four = 91 #3 Zone Three = 66 #4 Zone Five = 57 #5 Zone Two = 25 #6 Zone Six = 22 #7 Zone Seven = 10

NCRRS 5: Training...

597:00 hours

- (EMT) Pediatric Toxic Ingestion (BLS)
- (EMT) Stop the Bleed (BLS)
- (EMT) Triage (BLS)
- (ISO) FF: Radio Communications
- (ISO) Company Training
- (ISO) Facility Training
- (ISO) Community Outreach

Notes:

Technical Review (TR) and Code Enforcement Items

- Technical Review – Tide Creek Landing Phase II (Zone 4)
- FINAL Site Visit – Creek Tide Landing PUD Phase II (Zone 4)
- Technical Review – Apparatus Access - EmergeOrtho
- Site Visits – Village Point Rd
- Site Visits – Greybridge Rd
- Site Visits – Creek Tide Landing

Staffing Notes

- One staff position on light-duty
 - Two staff positions pending medical evaluation
- One staff position open
 - Chief and Deputy Chief covering staffing shortages when part-time staff are unavailable.
 - New Position Jan 01.
 - On-boarding of one

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
- Staff Professional Development
 - Staff Attending Cape Fear Community College Fire College
 - Fire Service Instructor II
 - Fire & Life Safety Educator II
 - Confines Space Rescue Technician
 - Fire Pump Hydraulics

Action Agenda Items

- Surplus Water Tender
- Sutphen Engine Contract



Town of Shallotte
ACTION AGENDA ITEM
2026

TO: Board of Aldermen
FROM: Paul Dunwell, Fire/Rescue Chief
EXT. #

ACTION ITEM #: _____
MEETING DATE: 05/05/2026
DATE SUBMITTED: 04/22/2026

ISSUE/ACTION REQUESTED:

PUBLIC HEARING: YES NO

Approve/Deny Contract
Sutphen Engine/Pumper

BACKGROUND/PURPOSE OF REQUEST:

This request is to approve or deny the contract for the purchase of a new custom fire apparatus as outlined in the attached proposal. The proposed apparatus is a Sutphen custom pumper designed to meet the department’s current and future operational needs, including enhanced fire flow capability, increased crew capacity, improved safety features, and long-term reliability. The estimated delivery time for the apparatus is approximately **32–34 months from contract approval**.

Upon delivery of the new apparatus, the existing 2004 Freightliner/E-One commercial water tender will be declared as surplus. The apparatus has reached the end of its effective service life, no longer aligns with the department’s deployment model or performance expectations, and has experienced prior fire exposure, raising concerns regarding long-term reliability and system integrity.

Approval of this contract will support the continued modernization of the department’s fleet, improve operational capability and firefighter safety, and ensure alignment with current service demands and standards, while allowing for the eventual disposition of the 2004 apparatus and reduction of ongoing maintenance costs.

FISCAL IMPACT:

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

CONTRACTS/AGREEMENTS:

REVIEWED BY TOWN ATTORNEY: YES NO N/A

ADVISORY BOARD RECOMMENDATION:

TOWN MANAGER'S RECOMMENDATION:

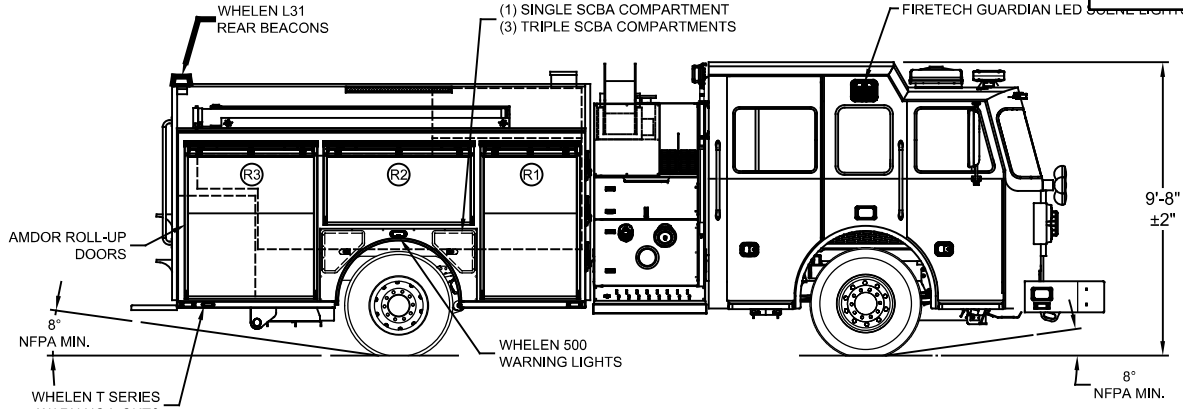
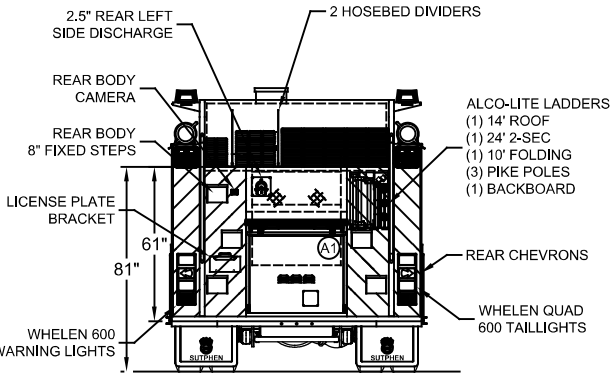
FINANCE RECOMMENDATION:

ATTACHMENTS:

1. Sutphen Specifications
 2. Sutphen Drawing
-

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

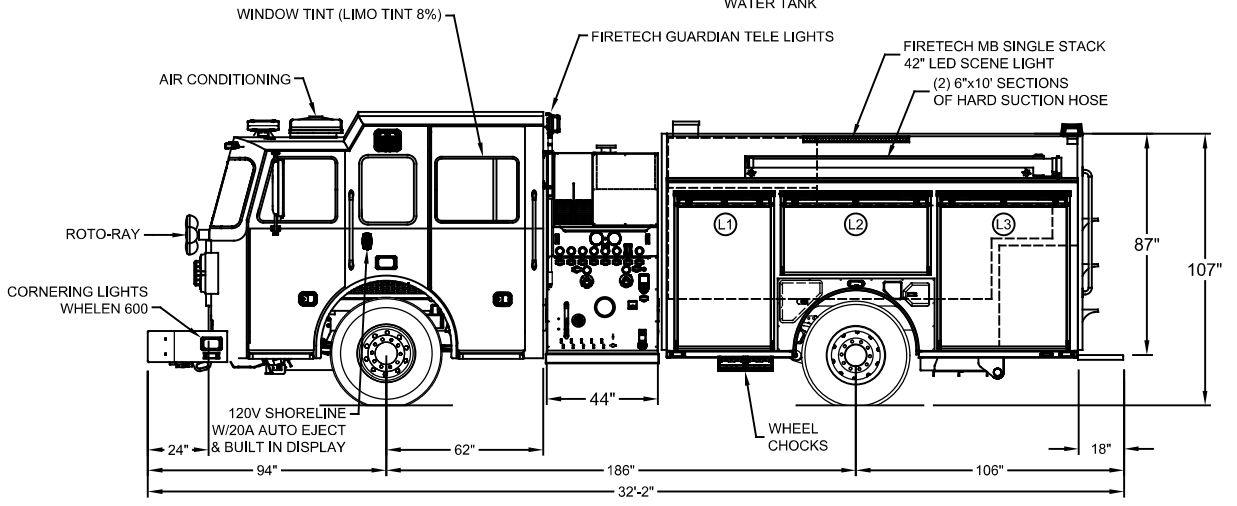
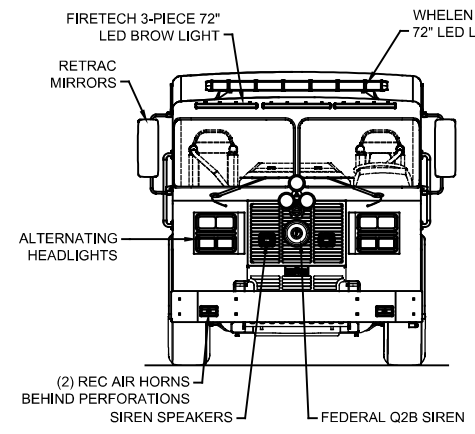
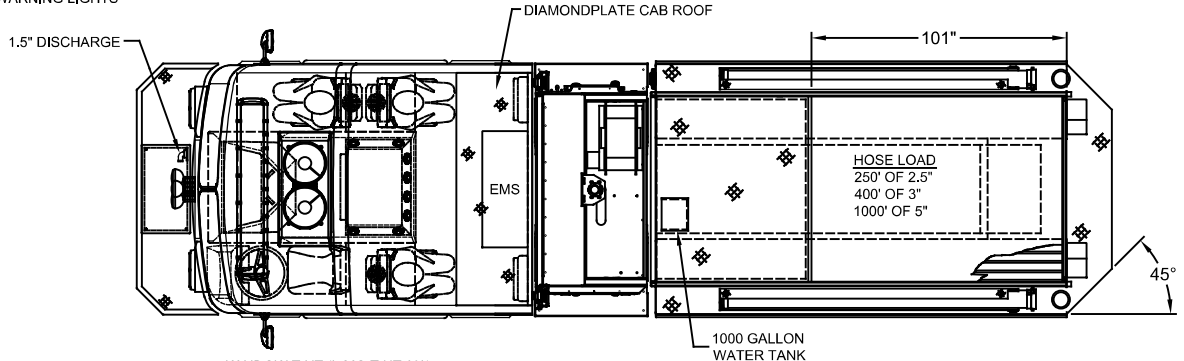
Section VI, Item 2.



LEFT SIDE COMPARTMENTS				
COMPT	DOORS	OPENING DIMENSIONS	INSIDE DIMENSIONS	VOLUME
L1	ROLL-UP	50.5" w X 55.4" h	56.1" w X 66" h X 27.3" d	53.1 CU. FT. (10" h X 10.5" d UPPER)
L2	ROLL-UP	57.5" w X 26.2" h	61.6" w X 36.8" h X 27.3" d	29.8 CU. FT. (10" h X 10.5" d UPPER)
L3	ROLL-UP	50.5" w X 55.4" h	53.4" w X 66" h X 27.3" d	50.5 CU. FT. (10" h X 10.5" d UPPER)

RIGHT SIDE COMPARTMENTS				
COMPT	DOORS	OPENING DIMENSIONS	INSIDE DIMENSIONS	VOLUME
R1	ROLL-UP	50.5" w X 55.4" h	56.1" w X 66" h X 27.3" d	40.5 CU. FT. (33" h X 10.5" d UPPER)
R2	ROLL-UP	57.5" w X 26.2" h	61.6" w X 36.8" h X 10.5" d	13.8 CU. FT.
R3	ROLL-UP	50.5" w X 52.4" h	53.4" w X 66" h X 27.3" d	38.6 CU. FT. (33" h X 10.5" d UPPER)

REAR STEP COMPARTMENT				
COMPT	DOORS	OPENING DIMENSIONS	INSIDE DIMENSIONS	VOLUME
A1	ROLL-UP	37.5" w X 30.8" h	40" w X 40" h X 31" d	28.7 CU. FT.
TOTAL:				254.9 CU. FT.



DIMENSIONS SHOWN ON THIS DRAWING ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATIONS DURING CONSTRUCTION.
 IN THE EVENT OF A DISCREPANCY BETWEEN THE SUTPHEN SPECIFICATIONS AND DRAWING, THE SUTPHEN SPECIFICATIONS SHALL PREVAIL.
 DRAWING IS FOR REFERENCE ONLY. SOME ITEMS PROPOSED MAY NOT BE SHOWN OR NOTED.

CUSTOMER APPROVAL

NAME: _____

TITLE: _____

DATE: _____

REV.	DESCRIPTION	BY	DATE	MFG. FACILITY:

THIS PRINT IS PROVIDED ON A RESTRICTED BASIS AND IS NOT TO BE USED IN ANY WAY DETRIMENTAL TO THE INTEREST OF SUTPHEN CORPORATION.

DATE: 1/16/2026
 DRAWN BY: K.EXEL

 SHALLOTTE FIRE DEPT
 SHALLOTTE, NC (2024)
 CUSTOM PUMPER - P
 SHALLOTTE, NC (2026 PA-06)



SHALLOTTE FIRE DEPARTMENT

**SUTPHEN CUSTOM PUMPER
SPEC/PROPOSAL**



ABOUT YOUR NORTH CAROLINA SUTPHEN DEALER:

- FIRST CHOICE FIRE & SAFETY INC. WAS FOUNDED IN 1999 WITH A FOCUS IN APPARATUS SALES
- SINCE OUR INCEPTION WE HAVE EXPANDED TO BE A MULTIPLE APPARATUS LINE DEALER, EQUIPMENT SALES, CUSTOM VEHICLE UPFITS AND INSTALLS, PARTS SALES, AND A SERVICE DEPARTMENT WITH MULTIPLE LCOATIONS AND ON-ROAD SERVICE
- OUR SERVICE CENTERS:
 - DURHAM, NC
 - STATESVILLE, NC
 - WE ALSO HAVE ON-ROAD SERVICE WHICH HANDLES MOST WARRANTY OR ANY OTHER SERVICE FIXES.
- OUR SERVICE CENTERS ALSO BUILDS CUSTOM UPFITS FOR EMERGENCY SERVICE AGENCIES. WHICH INCLUDE UPGRADES TO CURRENT APPARATUS, CHIEF/SQUAD TRUCK BUILDS, POLICE VEHICLES, EMS VEHICLES, CUSTOM CABINETS/SHELVING AND ELECTRICAL COMPONENTS.

**THE FOLLOWING PAGES INCLUDE THE
OFFICIAL PROPOSAL AND SUPPORTING
DOCUMENTS.**

SUTPHEN **PROPOSAL**

TO THE:
Shalotte Fire Department

DATE: April 20th, 2025

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this Proposal:

One (1) Sutphen Heavy Duty Custom Pumper Complete and Delivered for the

Total Sum of \$ 995,794.25

The apparatus and equipment being purchased hereunder shall be completed within approximately 32-34 months after the Sutphen’s receipt and approval of Purchaser’s acceptance of this Proposal.

This Proposal shall be valid for thirty (30) days. If a Purchase Agreement or Purchase Order is not received by Sutphen within 30 days of the date of this Proposal, Sutphen reserves the right to extend, withdraw, or modify this Proposal, including pricing, delivery times, and prepayment discounts, as applicable.

Respectfully submitted,

Alex Fantauzzi

Alex Fantauzzi
First Choice Fire & Safety Inc.
Authorized Representative for Sutphen Corporation



Changes to National Fire Protection Association (“NFPA”) 1900, Environmental Protection Agency (“EPA”) or changes legislated by Federal, State or Local Governments or changes in parts availability or vendor relationships that impact the cost to manufacture the truck may incur additional charges which shall be borne by the Purchaser. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturers, seat manufacturers, electrical power supplies (generators) and powertrain (engine & transmission). Any such changes shall be documented on a change order executed by both Sutphen and Purchaser.

Sutphen shall provide written notice to the Purchaser as soon as it reasonably believes any cost increase provision may be invoked. Sutphen shall provide, upon written request, documentation of such changes and increases.

Sutphen will use its reasonable best efforts to deliver the apparatus within the timeframe quoted herein, provided that such delivery date shall be automatically extended for delays beyond Sutphen’s control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services. If such delay occurs, Sutphen shall give notice of delay to Purchaser. Purchaser shall not be entitled to any discount or reduction in price for such delay and Sutphen shall not be liable for any damages (compensatory, incidental, consequential or otherwise) related to such delay.

Final payment shall be made at the time of final inspection at the factory. Should payment be delayed, Sutphen reserves the right to charge interest at the rate of one and one-half percent (1.5%) per month, beginning on the day after payment is due.

Delivery, payment, and transfer of the Manufacturer’s Certificate of Origin (MCO) shall take place at Sutphen during final inspection, and upon payment in full in accordance with these terms. Sutphen reserves the right to withhold delivery of the MCO until payment in full is received. If Purchaser requires any third-party equipment mounting, the apparatus shall be moved to the third-party facility by the dealer or Purchaser for such mounting. Such third-party work shall not delay or offset payment to Sutphen. The apparatus shall be tested per NFPA #1900 at Sutphen’s manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder shall not be driven or used in any manner until it is paid for in full. In the event there are any shortages or omissions with the apparatus at time of completion, Purchaser may withhold a sum equivalent to the price of any such shortages as determined by Sutphen.

In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

Sutphen warrants to Purchaser that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any applicable change orders, drawings, specifications, or standards incorporated herein, and/or defects in materials, workmanship, and free from such defects in design. In addition, Sutphen warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended, for a period of one year from the Warranty Registration Date, unless an extended warranty is purchased.

The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by this Proposal. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.

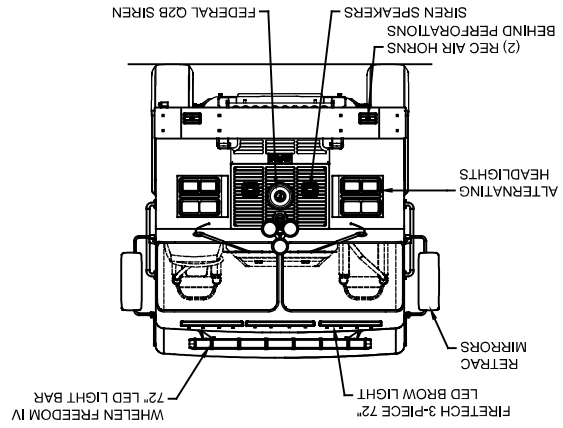
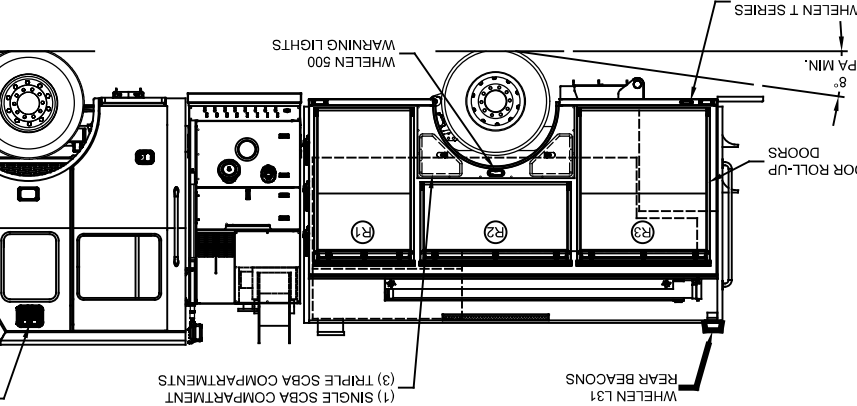
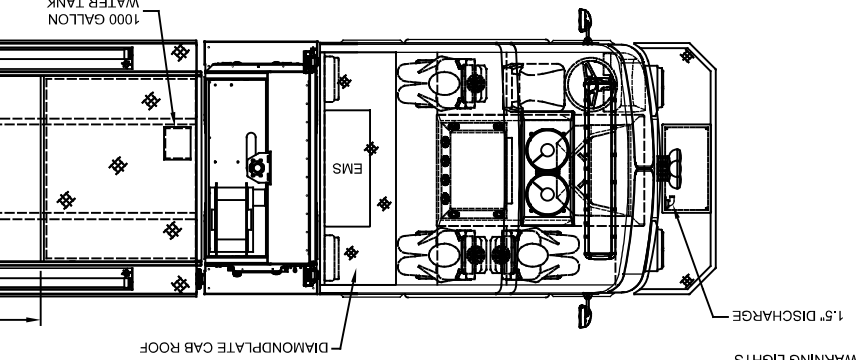
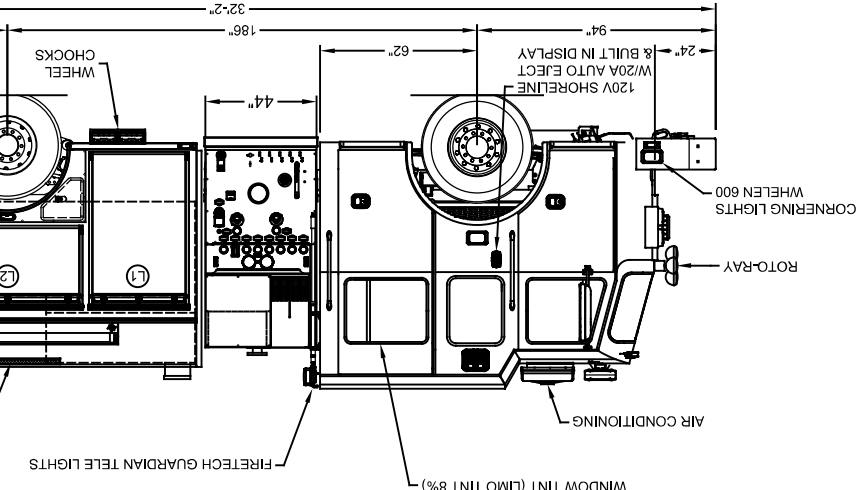
Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft, or collision and insuring against property damage and personal injury through the completion of the apparatus and transfer of the Manufacturer’s Certificate of Origin.

After the execution of this Agreement, Purchaser shall have no right to terminate the Agreement. Sutphen may, in its absolute and sole discretion, accept Purchaser’s request to terminate the Agreement. In the event Sutphen accepts Purchaser’s request to terminate the Agreement, Sutphen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied, at Sutphen’s sole discretion:(a) 10% after order is accepted by Sutphen; (b) 30% of the Purchase Price after production has commenced. The cancellation fee may increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing.

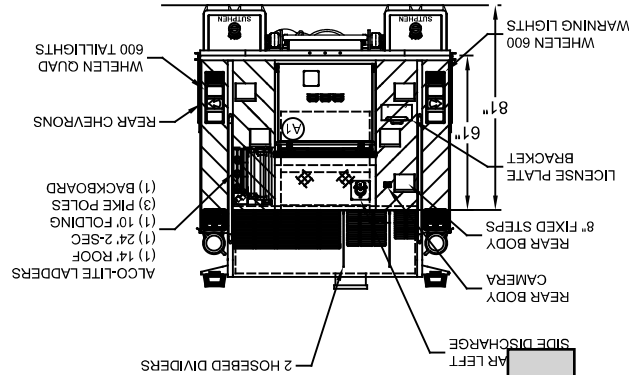
These Terms and Conditions (“T&C”) contained in the Proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in these or in any subsequently signed agreement between the Parties. No waiver of any of the provisions of these T&C shall be deemed a waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. If a Purchase Order is issued, this Proposal, including the Terms and Conditions contained herein, shall supersede the terms in the Purchase Order where terms may be inconsistent.

This Proposal shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes, and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this in the Franklin County Court of Common Pleas, Columbus, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of these T&C shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

DIMENSIONS SHOWN ON THIS DRAWING ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATIONS DURING CONSTRUCTION.				CUSTOMER APPROVAL
IN THE EVENT OF A DISCREPANCY BETWEEN THE SUTPHEN SPECIFICATIONS AND DRAWING, THE SUTPHEN SPECIFICATIONS SHALL PREVAIL.				
DRAWING IS FOR REFERENCE ONLY. SOME ITEMS PROPOSED MAY NOT BE SHOWN OR NOTED.				
DATE: _____				
TITLE: _____				NAME: _____
REV. _____				
DESCRIPTION _____				
DATE	BY	DESCRIPTION	REV.	




COMP	DOORS	OPENING DIMENSIONS	INSIDE DIMENSIONS	VOLUME
LEFT SIDE COMPARTMENTS				
L1	ROLL-UP	50.5\"/>		
L2	ROLL-UP	57.5\"/>		
L3	ROLL-UP	50.5\"/>		
RIGHT SIDE COMPARTMENTS				
R1	ROLL-UP	50.5\"/>		
R2	ROLL-UP	57.5\"/>		
R3	ROLL-UP	50.5\"/>		
REAR STEP COMPARTMENT				
A1	ROLL-UP	37.5\"/>		
TOTAL: 254.9 CU.FT.				



All items in the custom pumper spec match Shallotte Fire Dept. recent Sutphen pumper delivered (HS-7566). However, a few items were changed/upgraded based on conversations with the department at final inspection for HS-7566 and based on new Sutphen standard options. Below is a list of those items that can be found in the spec that were changed compared when compared to the spec of HS-7566.

- Front axle changed from a 19k to a 20k. Sutphen no longer allows 19k front axles on builds. This will also help with ride quality.
- Front tires changed from 315s to 385s. This is due to the slightly larger front axle. This will also help with ride quality.
- Changed from Cummins L9 engine to a Cummins X10 MHD engine. Cummins no longer offers the L9. The X10 MHD is the equivalent of the L9 and will have slightly higher HP and torque.
- Alternator size changed from a 270amp to 320 amp. This will help maintain battery charge with added 12v lighting and 12v accessories.
- Added window tinting
- Headlight housing strip light (located between headlights and warning/turn signal lights) is a clear day/nighttime running light on current pumper. This strip light was changed to be the turn signal. This allows for the standard turn signal that is on the current pumper to be an additional warning light on this spec.
- Added a back-up camera and camera monitor in cab. NFPA now requires this feature.
- Changed body to a Custom Body build. HS-7566 was a Sutphen G2 program body. This body has more heavy-duty extrusions/framing when compared to a program body.
 - A Custom Body also allows for additional customization that is not currently in the spec. Such as a lower a hose bed, taller or deeper body compartments and/or custom configurable body layout.
- Wheel well compartment storage changed from single bottle storage to triple bottle storage. This will allow for additional SCBA bottle storage AND/OR extinguisher storage in the wheel wells.

- Scene lighting:
 - Changed all scene lighting to Firetech Hi-Viz brand. This brand of light provides more light output than current lights on Shallotte pumpers. This brand also comes with a lifetime warranty.
 - Brow light changed to the full length Firetech Hi-Viz brow bar. Allowing for more light output and additional lighting mode features
 - Added 42” mini brow bars on each side of the body. Mounted above the L2/R2 compartments respectively. Current pumpers do not have any side body mounted scene lighting

 <p>Sutphen Component Report Dealership: First Choice Fire and Safety</p>	<p>HS- Shallotte Fire Department, North Carolina Customized Pumper</p>
	<p>Order#: DQ018913-1 Contact: Paul Dunwell Position: Fire Chief Phone: 910-754-6262 Mobile: Email:</p>

Bill To	Ship To
<p>Customer: Shallotte Fire Department Contact: Paul Dunwell, Fire Chief Address: 125 Wall Street Shallotte, North Carolina 28470</p>	<p>Customer: Shallotte Fire Department Contact: Paul Dunwell, Fire Chief Address: 125 Wall Street Shallotte, North Carolina 28470</p>

Comments
<p>Project Manager: Sales Person: Alex Fantauzzi Revision Level: Proposal Truck Type: Custom Pumper Body Facility: Urbana</p>

Quote Line Number 2

Line	Item #	Qty	Item Description/Comments
1	Urbana	1	Facility = Urbana
2		1	**ENG Truck Series = Customized
3		1	**ENG Pump Module Series = Program Module
4		1	**ENG Electrical System = Point-to-Point
5	Sourcewell	1	Cooperative Purchasing =Sourcewell
6	10000225	1	STD WIRING SCHEMATIC (USB)
7	10001200	1	MAXIMUM APPARATUS HEIGHT = 10' 7"
8	10001220	1	MAXIMUM APPARATUS LENGTH = 33' 6"
9	10310100	1	CHASSIS
CHASSIS			
10	10010006	1	CHASSIS, CUSTOM
11		1	**ENG Modified Wheelbase
12	51070186	1	Wheelbase = 186

Line	Item #	Qty	Item Description/Comments
13		1	**ENG Wheelbase Note = Wheelbases and component designs may be subject to change pending finalized designs from Cummins on 2027 EPA compliant aftertreatment systems.
14		1	**ENG PTA Number = TBD
15	25010100	1	FRAME, 10" DOUBLE RAILS, SINGLE AXLE (50K PSI)
16	45040100	1	FRONT BUMPER CLIP
17	45010001	1	FRONT TOW EYES, BELOW BUMPER, PAINTED
18	46010000	1	REAR TOW EYES, PAINTED
19	40010250	1	STEERING - ROSS TAS-85
20	40010500	1	STEERING GEAR WARRANTY, ROSS, 1-YEAR
21	22010000	1	DRIVE LINE, SPICER, 1710 SERIES
22		1	**CLAR NOTES, wheelbase to match HS-7566
23	23015010	1	ENGINE, CUMMINS X10 MHD 450HP DOC-DPF-DEF-SCR OBD
24	23029200	1	ENGINE WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS (X SERIES)
25	23029400	1	AFTERTREATMENT WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS (X SERIES)
26	23030006	1	AIR INTAKE/EMBER SEPARATOR
27	23031176	1	FUEL FILTER/WATER SEPARATOR, PRIMARY, FLEETGUARD FUEL PRO FH230
28	23031220	1	FUEL FILTER, SECONDARY, FLEETGUARD, FF5825NN
29	47012510	1	TRANSMISSION, ALLISON GEN 6, EVS3000 (L9, X10MHD)
30	47020100	1	TRANSMISSION WARRANTY, ALLISON, 5 YEARS
31	23110000	1	JACOBS ENGINE BRAKE
32	47024050	1	TRANSMISSION COOLER
33	47030000	1	ALLISON TOUCH PAD SHIFTER
34	47030130	1	SHIFTER PAD GEARING, 5 GEARS OPEN, 6TH GEAR VIA MODE BUTTON
35	21021200	1	COOLING SYSTEM
36	21030195	1	COOLANT FILTER
37	21030000	1	FAN CLUTCH
38	21030200	1	RADIATOR COOLANT RECOVERY, PRESSURIZED SYST


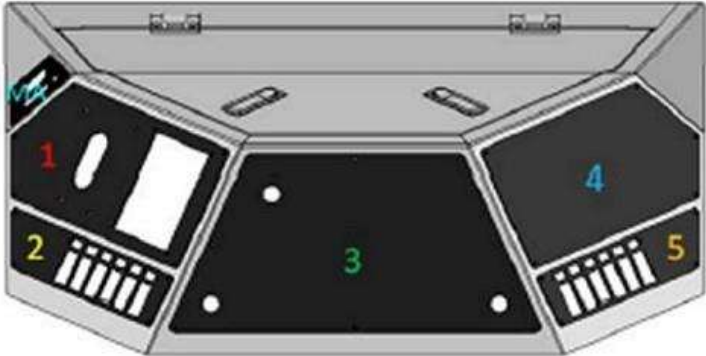
Line	Item #	Qty	Item Description/Comments
39	26010000	1	FUEL TANK, STEEL, 65 GALLON
40	26030000	1	FUEL FILL
41	26030100	1	FUEL COOLER
42	24040000	1	DIESEL EXHAUST FLUID TANK
43		1	**ENG DEF Access = Fixed Panel, Tilt Cab for DEF Access.
44	13010205	1	ALTERNATOR, LEECE NEVILLE 320 AMP 4915PA
45	13030100	1	LOW VOLTAGE ALARM, FLOYD BELL TXB-V86-515-QF
46	15010500	1	BATTERIES, INTERSTATE TYPE 31 MHD (4)
47	15031700	1	BATTERY JUMPER TERMINALS
48	15031510	1	BATTERY CHARGER, KUSSMAUL CHIEF 4012
49		1	**ENG Battery Charger Note: Chassis Division to provide/install battery charger & Auto Eject (if applicable)
50	15030465	1	120V SHORELINE INLET, KUSSMAUL SUPER 20 AUTO EJECT W/ OLED DISPLAY 091-55-266-XX
51		1	**ENG Shoreline Inlet Location = Driver's side of Cab, standard location.
52		1	**ENG Shoreline Cover Color = Yellow.
53	15040100	2	120V OUTLET WIRED TO SHORELINE INLET - EA (2)
54		1	**ENG NEMA Number = 5-20 House Plug Duplex.
55		1	**ENG Outlet Locations = - (1) in EMS Cabinet, Back wall, top left side of compartment -(1) officer Dash
56	14022120	1	FRONT AXLE, HENDRICKSON STEERTEK NXT 20,000 LB.
57	14030120	1	FRONT AXLE WARRANTY, HENDRICKSON, 5 YEARS
58	41022120	1	FRONT SUSPENSION, HENDRICKSON 20,000 LBS. (4) 56" LEAFS
59	41030035	1	FRONT SUSPENSION WARRANTY, HENDRICKSON, 3 YEARS (PAIRED W/HENDRICKSON REAR SUSPENSION)
60	41040510	1	STEER ASSIST
61	43010306	1	FRONT TIRES, GOODYEAR 385/65R22.5 LRJ ARMOR MAX PRO 22.5 x 12.25 WHEELS
62	14510530	1	REAR AXLE, MERITOR RS-26-185 27,000 LB.
63	14530010	1	REAR AXLE WARRANTY, MERITOR, 3 YEARS
64	14530100	1	TOP SPEED, 68 MPH

Line	Item #	Qty	Item Description/Comments
65	42010015	1	REAR SUSPENSION, HENDRICKSON FIREMAAX 27,000 LBS. AIR RIDE
66	42030035	1	REAR SUSPENSION WARRANTY, HENDRICKSON, 3 YEARS (PAIRED W/HENDRICKSON FRONT SUSPENSION)
67	44010308	1	REAR TIRES, GOODYEAR 12R22.5 X 8.25 LRH ENDURANCE RSA HIGHWAY 24,000 - 27,000 GVWR
68		1	**CLAR NOTES, Rear Axle Gear Ratio = 5.38:1 match hs-7566
69	42910200	1	TIRE PRESSURE MONITOR, REAL WHEELS, LED
70	44210000	1	WHEELS, STEEL (max 27K rear)
71		1	**ENG Color of Steel Wheels = Red
72	44230210	1	BALANCE STEEL WHEELS, SINGLE AXLE
73	44270100	1	HUB COVERS, FRONT & REAR, POLISHED STS (Single Axle)
74	44270300	1	CHROME LUG NUT CAPS, FRONT & REAR (Single Axle)
75	44271100	1	MUD FLAPS, FRONT (PAIR)
76	44271200	1	MUD FLAPS, REAR (PAIR)
77	16010255	1	BRAKES STEERTEK DISC PLUS EX225 FRONT, SCAM 7" REAR (SINGLE AXLE)
78	18010041	1	AIR BRAKE SYSTEM 4 TANKS WABCO 1200 DRYER (24K, 27K)
79	18015000	1	WABCO ABS BRAKING SYSTEM WARRANTY, 3 YEARS /300,000 MILES
80	18030010	1	AIR BRAKE RELEASE VALVE, WABCO
81	18030110	1	AIR OUTLET CONNECTION
82		1	**ENG Cab Air Outlet Location = Left hand side of drivers step well, below air inlet. Match HS-7566
83	18030140	1	AIR INLET CONNECTION W/CHECK VALVE
84		1	**ENG Standard Air Inlet Location = Left hand side of Driver's step well.
85	18035110	1	AIR COMPRESSOR, KUSSMAUL AUTO PUMP AC, 100PSI
86	18036105	1	TIMER, KUSSMAUL AUTO PUMP
87	18210000	1	ELEC STABILITY CONTROL SYST
88	18110050	1	WABCO 4 CHANNEL ANTI-LOCK BRAKES W/ASR (24K, 27K)
89	53510000	1	COMPRESSION FITTINGS ON AIR SYSTEM (CHASSIS)
90	54010000	1	MISCELLANEOUS ITEMS ON CHASSIS

Line	Item #	Qty	Item Description/Comments
91	54010020	1	DATA, SAFETY & WARNING TAGS APPLICATION, SCREW-ON
92	10310110	1	CAB
CAB			
93	11023292	1	CAB TSAL4K 62" 10" RR 1/2
94	11030025	1	CAB CERTIFICATION - STRUCTURAL INTEGRITY
95	11030950	1	CAB LOCKDOWN LATCHES
96	11031025	1	CAB TILT SYSTEM, AIR CONTROL VALVE
97	11031030	1	CAB TILT CONTROL LOCATION, OFFICER'S SIDE PUMP PANEL
98	11031100	1	MANUAL BACK-UP TILT SYSTEM
99	11031350	1	CAB DOORS, FULL LENGTH (4)
100	11031385	1	CAB STEPS, LOWER GRIP STRUT, INTERMEDIATE DIAMONDPLATE
101	11031399	1	CAB STEP LIGHTING, TECNIQ E45 LED STRIP LIGHTS
102	11031419	1	CAB DOOR WINDOWS, MANUAL (4)
103	11031401	1	CAB SIDE WINDOWS, FIXED, BOTH SIDES
104	11031460	1	NO WINDOWS, BACK WALL OF CAB
105	11031465	1	WINDOW TINTING (LIMO TINT 8%) - EACH (4)
106	52010010	1	ELECTRIC INTERMITTENT WIPERS
107	52030100	1	DEACTIVATE WINDSHIELD WIPERS WITH PARKING BRAKE ENGAGED
108		1	**ENG Override Switch to Re-Engage Wipers? = To Be Determined @ PreCon.
109	52030200	1	WINDSHIELD WASHER RESERVOIR
110	38010310	1	MIRRORS RETRAC DUAL-VISION REMOTE
111	11024405	1	UPPER GRILLE, LEVEL STYLE FACADE (X SERIES)
112	11024510	1	FLAMING "S" LOGO, UPPER GRILLE, ILLUMINATED
113		1	**ENG LED backlight color for upper grille = Red
114	11024605	1	LOWER GRILLE, POLISHED STAINLESS (X SERIES)
115	20012220	1	BUMPER, 24" FORMED STEEL CHANNEL, PAINTED
116		1	**ENG Siren Speaker Perforations = No Speaker Perforations in Bumper.

Line	Item #	Qty	Item Description/Comments
117	20029810	1	BUMPER SIDES, PAINTED STEEL, FLAT (12"-24" EXTENSION)
118	20029910	1	BUMPER ANGLES, PAINTED STEEL, FLAT (12-30" EXTENSION)
119	20040200	1	STORAGE WELL, CENTER ONLY (24" BUMPER)
120	20040295	1	SPECIAL Storage Well Cover Cover for bumper, treadplate, Flat
121		1	**CLAR NOTES, Cover for bumper, treadplate, Flat. Match HS-7566
122	20030500	1	NO CUT-OUT IN STORAGE WELL COVER
123	20030600	1	BUMPER TROUGH LIGHTING, TECNIQ E44 LED LIGHT STRIP
124	12010410	1	AIR HORNS, DUAL, HADLEY H02101A RECTANGULAR, THRU BUMPER
125		1	**ENG Air Horns Location: Outboard, (1) each side.
126	12030305	1	FOOT SWITCH, DRIVER'S SIDE
127	12030310	1	FOOT SWITCH, OFFICER'S SIDE
128	12510110	1	ELEC SIREN, WHELEN 295HFS2, REMOTE FLUSH MOUNT
129	12530350	1	MOMENTARY SWITCH ON DASH, OFFICER'S SIDE, FOR ELEC SIREN
130	12620202	1	SIREN SPEAKER, 100W, WHELEN, SA314B, BLACK FINISH (PAIR)
131	12670110	1	SIREN SPEAKER(S) INSTALLED BEHIND CAB GRILLE
132	12710100	1	SIREN, FEDERAL Q2B, GRILLE MOUNT
133		1	**ENG Q2B Wiring = Wired to Emergency Master then shed with parking brake on.
134	12730305	1	FOOT SWITCH, DRIVER'S SIDE, FOR MECH SIREN
135	12730310	1	FOOT SWITCH, OFFICER'S SIDE, FOR MECH SIREN
136	12730363	1	SIREN BRAKE SWITCH FOR MECH SIREN, DRIVER'S & OFFICER'S SIDE
137		1	**ENG Siren Brake Switch for Driver in Lower Console Position 2.
138		1	**ENG Siren Brake Switch for Officer in Lower Console Position 5.
139	32520620	1	HEADLIGHTS, LED, FIRETECH FT-4X6, COMBO STS HOUSINGS
140		1	**ENG Headlight Interior Finish = Chrome.
141	32530500	1	ALTERNATING FLASHER FOR HEADLIGHT
142	48028888	1	SPECIAL Turn Signals STRIP LIGHT TURN SIGNALS

Line	Item #	Qty	Item Description/Comments
143		1	**CLAR NOTES, THE CLEARANCE LIGHTS IN THE HEADLIGHT HOUSINGS SHALL BE REPLACED WITH A TURN SIGNAL STRIP LIGHT AND THE STANDARD TURN SIGNALS WILL BE REPLACED WITH WARNING LIGHTS. MATCH HS-7884
144	32530754	1	ICC, LED BROW LIGHT INTEGRATED MARKERS
145	27022120	1	HANDRAILS, CAB EXTERIOR, KNURLED STAINLESS STEEL (4) SIDE
146	27025000	1	HANDRAILS, CAB INTERIOR, BLACK RUBBER COATED (2) FRONT ENTRY
147	27030110	1	HANDRAILS, REAR CAB INTERIOR DOOR, KNURLED STS AT WINDOW (2) ONLY
148	27040110	1	INTERIOR DOOR, NYLON STRAP (FRONT CAB DOORS)
149	11035451	1	REAR EXTERIOR WALL EDGES, TREADPLATE 12" WIDE
150	11035420	1	DIAMONDPLATE CAB ROOF 30" x FULL WIDTH
151	11088888	1	SPECIAL ITEM, 1" WRAP ON TREADPLATE BACKWALL
152		1	**CLAR NOTES, THE REAR CAB EXTERIOR WALL 12" WIDE TREADPLATE SHALL HAVE A 1" WRAP AROUND THE CORNER OF THE CAB TO MATCH HS-7566
153	31010287	1	INTERIOR, MULTISPEC GRAY SPECKLE PAINT W/GRAY-BLACK DURAWEAR
154	11032929	1	DOOR PANEL, FULL STS
155	31010290	1	CAB INTERIOR FLOOR COVERING, GRAY RUBBERIZED
156	22510100	1	ENGINE ENCLOSURE, FULL LENGTH
157	22510531	1	ENGINE ENCLOSURE COVERING, SCORPION GRAY URETHANE BLEND
158	11031680	1	CENTER CONSOLE W/MAP BOOK STORAGE, TOP OF ENGINE ENCLOSURE
159	22610050	1	ENGINE HOOD LIGHT, LED (1)
160	11031512	1	COMPUTER TRAY IN LIEU OF GLOVE BOX
161	11031710	1	UPPER CREW DOOR AREA, SMOOTH PANEL
162	29810100	1	CHASSIS ELECTRICAL DESCRIPTION
163	30010130	1	INSTRUMENTATION, AMETEK W/ CENTER & OVERHEAD CONSOLES

Line	Item #	Qty	Item Description/Comments
			<p>Upper Command Console:</p>  <p>The image shows a top-down view of a curved, dark gray overhead console. It features seven numbered sections: 1 (a row of seven indicator lights), 2 (a red button), 3 (a yellow button), 4 (a green button with two indicator lights), 5 (a yellow button), 6 (a red button), and 7 (a purple button).</p>
164		1	**ENG Overhead Console Panel's Finish: Black Wrinkle.
165		1	<p>**ENG Overhead Console Position 1 Match HS-7566</p> <p>**ENG Overhead Console Position 1 Switches: #1 Master Emergency #2 Brow #3 Left Scene #4 Left Tele #5 Right Scene #6 Right Tele #7 Rear Scene #8 Blank #9 Blank #10 Roto-Ray</p>
166		1	**ENG Overhead Console Position 3 -HVAC controls.
167		1	<p>**ENG Overhead Console Position 4 Match HS-7566</p> <p>Door Open Indicators, Seat Belt Monitor, Air Horn Lanyard, Do Not Move Disengage Button</p>
168	30010508	1	LOWER COMMAND CONSOLE, X10
			 <p>The image shows a perspective view of a lower command console. It has a dark gray faceplate with five numbered sections: 1 (a red button), 2 (a yellow button), 3 (a green button), 4 (a blue button), and 5 (a yellow button). There are also several indicator lights and a small display screen.</p>
169		1	**ENG Lower Command Console Finish: Gray Urethane.
170		1	**ENG Lower Console Panel's Finish: Black Wrinkle.
171		1	**ENG Lower Console Position 1 Pump and Transmission Shifters
172		1	<p>**ENG Lower Console Position 2 #1 Jake Brake on/off #2 Jake Brake hi/med/low</p>

Line	Item #	Qty	Item Description/Comments
			#3 High Idle #4 Blank #5 Siren Brake #6 Blank #7 Blank
173		1	**ENG Lower Console Position 3 Park Brake, Siren Head mounted low
174		1	**ENG Lower Console Position 5 #1 Master Emergency #2 Electrical Siren #3 Siren Brake #4 Blank #5 Blank #6 Blank #7 Blank
175	30010710	1	CAB PUMP SHIFTER, AIR (FOR HALE G-SERIES PUMP TRANSMISSION)
176	30011000	1	PUMP INTERLOCK, NOT CONNECTED WITH ODOMETER
177	30031610	1	DO NOT MOVE LIGHT, WHELEN TIR3 LED
178		1	**ENG Details for Door Ajar Light = RED WITH CLEAR LENSE
179		1	**ENG Door Ajar Light Location = Centered below upper command console.
180	30031650	1	DO NOT MOVE ALARM
181	30031675	1	DO NOT MOVE DISENGAGE BUTTON
182		1	**ENG Door Ajar / Door Not Move Disengage Button Location = Upper 4
183	29930200	1	MAPBOOK SLOT ON BREAKER PANEL
184	29910100	1	PROGRAMMABLE LOAD MANAGER, CLASS-1 SUPERNODE II
185	30031100	1	HIGH IDLE SWITCH
186	11040000	1	CAB ACCESSORY FUSE PANEL
187	84541540	1	POWER & GROUND STUDS, UPPER COMMAND CONSOLE
188		1	**ENG Requirements (AMPS) for Power/Ground Studs in Upper Command Console: (1) 12-volt 60-amp, direct to the battery ignition off. (1) 12-volt 30-amp switched battery first position on ignition switch. (1) 12-volt 30-amp ignition power second position on ignition switch. (1) 12-volt 125-amp ground.
189	84541545	1	POWER & GROUND STUDS, LOWER COMMAND CONSOLE
190		1	**ENG Requirements (AMPS) for Power/Ground Studs in Lower Command Console: (1) 12-volt 60-amp, direct to the battery. (1) 12-volt 30-amp controlled by the ignition switch. (1) 12-volt 125-amp ground.
191	30110000	1	VEHICLE DATA RECORDER, AKRON/WELDON

Line	Item #	Qty	Item Description/Comments
192	33510030	1	INTERIOR CAB LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
193	34010030	1	INTERIOR CREW LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
194	28010750	1	DEFROSTER, HEATER & A/C, SEVERE CLIMATE (TM-31)
195	28020500	1	AIR CONDITIONING WARRANTY, 1 YEAR
196	28030500	1	DEFROSTER DUCTWORK, ENTIRE WINDSHIELD
197	11031687	1	TOP HEAT/AC STORAGE, TOOL MOUNTING PLATE, 25" x 19.5"
198	38510104	1	DRIVER'S SEAT, BOSTROM SIERRA HIGH BACK AIR RIDE ABTS (DURAWEAR PLUS, LOW SEAM)
199	38340110	1	PRIMARY SEAT POSITION
200	38350100	1	SEAT BELT CONFIGURATION, PULL FROM LEFT SHOULDER TO BUCKLE AT RIGHT HIP
201	38320000	1	HELMET STORED IN COMPARTMENT
202	39090015	1	OFFICER'S SEAT, BOSTROM TANKER 350, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)
203	38340110	1	PRIMARY SEAT POSITION
204	38350200	1	SEAT BELT CONFIGURATION, PULL FROM RIGHT SHOULDER TO BUCKLE AT LEFT HIP
205	39030010	1	OFFICER'S SEAT COMPT, OPEN FRONT
206	38320000	1	HELMET STORED IN COMPARTMENT
207	39521111	1	CREW SEAT 1, BOSTROM TANKER 350, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)
208	38340110	1	PRIMARY SEAT POSITION
209	38350200	1	SEAT BELT CONFIGURATION, PULL FROM RIGHT SHOULDER TO BUCKLE AT LEFT HIP
210	38320000	1	HELMET STORED IN COMPARTMENT
211	39521112	1	CREW SEAT 2, BOSTROM TANKER 350, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)
212	38340110	1	PRIMARY SEAT POSITION
213	38350100	1	SEAT BELT CONFIGURATION, PULL FROM LEFT SHOULDER TO BUCKLE AT RIGHT HIP
214	38320000	1	HELMET STORED IN COMPARTMENT
215	11031828	1	EMS CABINET, FORWARD FACING, DOUBLE ON CREW SEAT RISER, 53" TALL (RAISED ROOF ONLY)
216	11032250	1	INTERIOR ACCESS, ROLL-UP DOOR, AMDOR
217	11032450	1	COMPT DOOR LOCK - NOT PROVIDED

Line	Item #	Qty	Item Description/Comments
218	11032313	1	ADJUSTABLE SHELVES, EMS COMPT (3)
219	39530405	1	CREW SEAT 5, FLIP UP JUMP SEAT (DURAWEAR PLUS, LOW SEAM)
220	38340120	1	SECONDARY SEAT POSITION
221	38350100	1	SEAT BELT CONFIGURATION, PULL FROM LEFT SHOULDER TO BUCKLE AT RIGHT HIP
222	38320000	1	HELMET STORED IN COMPARTMENT
223	39530406	1	CREW SEAT 6, FLIP UP JUMP SEAT (DURAWEAR PLUS, LOW SEAM)
224	38340120	1	SECONDARY SEAT POSITION
225	38350200	1	SEAT BELT CONFIGURATION, PULL FROM RIGHT SHOULDER TO BUCKLE AT LEFT HIP
226	38320000	1	HELMET STORED IN COMPARTMENT
227	39550100	1	SEAT COLOR, GRAY
228	39610105	3	SCBA BRACKETS, ZIAMATIC, LOAD & LOCK (3)
229	38410000	1	SEAT BELT WARNING SYSTEM, AKRON / WELDON
230	39710000	1	DOUBLE CREW SEAT COMPT, SIDE DOORS
231	84561315	1	CAMERA SYSTEM, BRIGADE, SINGLE HD CAMERA (WIRED)
232		1	**ENG Camera Mounting Location Rear of Body, Centered as Possible
233		1	**ENG Camera Monitor Mounting Location Overhead Command Console Position 2.
234	10310200	1	PUMP & PLUMBING
PUMP & PLUMBING			
235	60090000	1	PUMP, HALE QMAX-1500 GPM SINGLE STAGE
236	60025000	1	GEARBOX, HALE, G-SERIES, REAR MOUNTED
237	60025950	1	PUMP GEARBOX YOKE, 1710
238	60026000	1	PUMP PACKING, HALE
239	60031005	1	ALLOY ANODES, HALE (2)
240	60035123	1	PUMP TEST, THIRD PARTY TESTING
241	61510000	1	AUXILIARY COOLER (HEAT EXCHANGER)
242	62010002	1	STAINLESS STEEL PIPING
243	66090010	1	3" TANK-TO-PUMP W/CHECK VALVE

Line	Item #	Qty	Item Description/Comments
244	61729120	1	VALVE, AKRON, HEAVY DUTY
245	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
246	73090001	1	TANK FILL 2"
247	61729120	1	VALVE, AKRON, HEAVY DUTY
248	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
249	61090012	1	PRESSURE GOVERNOR, FIRE RESEARCH, PUMP BOSS MAX
250	61290020	1	INTAKE PRESSURE CONTROL, TFT A1860
251	63021500	1	6" MAIN SUCTION, LEFT SIDE
252	65090000	1	2.5" LEFT SIDE INLET
253	61729120	1	VALVE, AKRON, HEAVY DUTY
254	61770905	1	ACTUATOR, VALVE, SWING CONTROL
255	60036010	1	THREADS, NST
256	63025500	1	6" MAIN SUCTION, RIGHT SIDE
257	70525900	1	2.5" DISCHARGE, LEFT - POSITION 1
258	61729120	1	VALVE, AKRON, HEAVY DUTY
259	61770915	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 W/ RACK & SECTOR
260	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
261	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
262	60036010	1	THREADS, NST
263	70525900	1	2.5" DISCHARGE, LEFT - POSITION 2
264	61729120	1	VALVE, AKRON, HEAVY DUTY
265	61770915	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 W/ RACK & SECTOR
266	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
267	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
268	60036010	1	THREADS, NST
269	71025905	1	3" DISCHARGE, RIGHT - POSITION 3

Line	Item #	Qty	Item Description/Comments
270	61729160	1	VALVE, AKRON, SLOW CLOSE
271	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
272	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
273	61810160	1	DISCHARGE TERMINATION, STRAIGHT
274	60036010	1	THREADS, NST
275	61840267	1	ADAPTER, 3" NST FE X 5" STORZ, 30-DEGREE W/CAP & CHAIN, TFT
276	71025900	1	2.5" DISCHARGE, RIGHT - POSITION 4
277	61729120	1	VALVE, AKRON, HEAVY DUTY
278	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
279	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
280	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
281	60036010	1	THREADS, NST
282		1	**CLAR NOTES, POSTION 3 DISCHARGE CLARIFICATION TO MATCH HS-7566: AH3ST-NL (1) AX 10047681, A01ST (1) AX 10035503
283	71590000	1	DISCHARGE, 2.5" LEFT REAR
284	61729120	1	VALVE, AKRON, HEAVY DUTY
285	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
286	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
287	61810160	1	DISCHARGE TERMINATION, STRAIGHT
288	60036010	1	THREADS, NST
289	72290000	1	DISCHARGE 1.5" TO FRONT BUMPER, 2" PLUMBING
290	61729120	1	VALVE, AKRON, HEAVY DUTY
291	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
292	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
293	60036010	1	THREADS, NST
294		1	**ENG Front Bumper Swivel Location/Side = Officer's side.
295		1	**ENG Front Discharge Swivel Location/Trough = In Trough.

Line	Item #	Qty	Item Description/Comments
296	72590002	1	DECK GUN DISCHARGE 3"
297	61729160	1	VALVE, AKRON, SLOW CLOSE
298	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
299	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
300	72570110	1	DECK GUN TERMINATION, FLANGED
301		1	**ENG Make/Model of Dealer or Customer Supplied Deck Gun Monitor = TBD @ Pre-Con.
302	72890000	1	CROSSLAYS, TWO 2" W/1.5" SWIVEL
303		1	**ENG Crosslay Hose Load Requirement = 200' of 1.75" each
304	61729120	2	VALVE, AKRON, HEAVY DUTY (2)
305	61770900	2	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 (2)
306	77090000	2	GAUGE, DISCH, CLASS 1 2.5" (2)
307	60036010	2	THREADS, NST (2)
308	72910505	1	COVER, ALUM W/VINYL SIDES FOR CROSSLAYS
309		1	**ENG Crosslay/Speedlay Side Covers Color = Black.
310	72932201	1	COVER FASTENERS, BUNGIE CORDS WITH RED TAB
311		1	**ENG Specify details for side covers: Number of flaps, fasteners & and how they terminate (manufacturer's discretion or customer specified?) = OEM Discretion.
312	84028888	1	SPECIAL Booster Reel BOOSTER REEL, LOW PRESSURE, W/200' OF 1" HOSE & NOZZLE, MTD IN DUNNAGE AREA
313		1	**CLAR NOTES, MATCH HS-7566 BOOSTER REEL IN DUNNAGE AREA BOOSTER REEL, LOW PRESSURE, W/200' OF 1" HOSE & NOZZLE, MTD IN DUNNAGE AREA ROLLERS ON BOTH SIDES OF PUMP PANEL TO MATCH HS-7566 REWIND SWITCH FOR BOOSTER REEL ON BOTH SIDES OF PUMP PANEL TO MATCH HS-7566
314	61729120	1	VALVE, AKRON, HEAVY DUTY
315	61770930	1	ACTUATOR, VALVE, AIR, W/ TOGGLE SWITCH
316	60036010	1	THREADS, NST
317		1	**ENG Booster Reel Nozzle = Akron1702
318	80488888	1	SPECIAL ITEM, Rollers both sides of pump

Line	Item #	Qty	Item Description/Comments
319		1	**CLAR NOTES, - Rollers both sides pump panel top edge - Roller assembly on both sides of the dunnage, rewind switch both left and right side pump panel Match HS-7566
320	61742000	1	MASTER PUMP DRAIN, MULTIPOINT
321	61790510	8	DRAIN VALVES, HALE, LIFT-UP (8)
322	10310220	1	PUMP PANEL
PUMP PANEL			
323	74914110	1	PRG SM1 - SIDE MOUNT PUMP PANEL (CROSSLAYS)
324	74928000	1	~PROGRAM MODULE FOR CUSTOMIZED PUMPER
325	74928100	1	PUMP MODULE LENGTH, 44"
326	74929110	1	HALE PUMP MODULE CONFIGURATION, SIDE MOUNT
327	74930730	1	PANEL FINISH, BLACK POWDERCOAT (PRG)
328		1	**ENG Pump Panel Label Verbiage Standard = Yes.
329	74931055	1	COLOR CODING (PRG)
330		1	**ENG Color Coding Standard = No.
331		1	**ENG Color Coding Special = TBD - match HS-7566
332	74931255	1	DISCHARGE GAUGE BEZELS, COLOR CODED (PRG)
333	74931290	1	PUMP MODULE FRAMEWORK, SWIRL FINISH
334	74931390	1	PUMP FINISH, PAINTED BY PUMP MFG
335	74931590	1	PLUMBING FINISH, NON-PAINTED
336		1	**ENG Non-Painted Plumbing = Stainless steel welds shall be treated/coated.
337	74931692	1	EXTERIOR DUNNAGE AREA PANEL, BLACK POWDERCOAT
338	75590010	1	PUMP OPERATOR LIGHTS, LED (PRG)
339	75590110	1	PUMP PANEL LIGHTS OFFICER'S SIDE, LED (PRG)
340	76090002	1	PUMP PANEL GAUGES & CONTROLS (PRG)
341	60090030	1	PUMP PRIMER, TRIDENT, AIR
342	60028310	1	(1) PRIMER BUTTON - MAIN SUCTION

Line	Item #	Qty	Item Description/Comments
343	76025110	1	COMPRESSION FITTINGS ON AIR SYSTEM (PRG PUMP MODULE)
344	76031900	1	AIR HORN PUSH BUTTON SWITCH ON PUMP PANEL
345		1	**ENG Air Horn Push Button Location = tbd
346	76590000	1	GAUGES, MASTER, CLASS 1 4.5" (PRG)
347	77590000	1	GAUGE, WATER LEVEL, CLASS 1, INTELLI-TANK ITL-4
348	10310230	1	WATER TANK

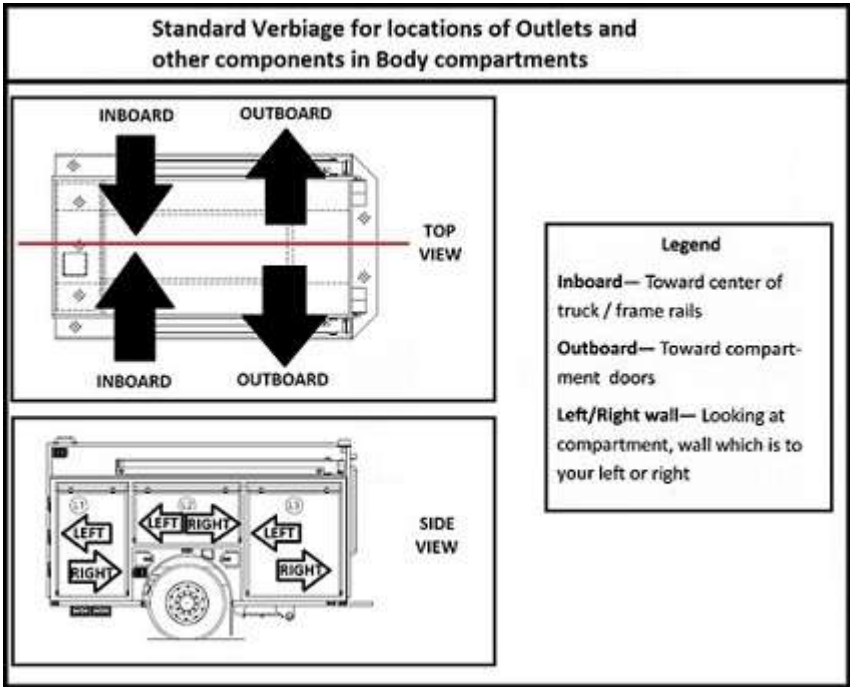
WATER TANK

349	83525200	1	WATER TANK BRAND, UPF
350	83510205	1	WATER TANK, 1000 GAL, POLY
351	83530130	1	WATER TANK WARRANTY, UPF, LIFETIME
352	10310300	1	BODY

BODY

353	80029900	1	BODY SUBFRAME, PUMPER/TANKER
354	80110220	1	BODY PA-06 RES 56/53 LAD CHUTE
355	10310302	1	BODY COMPARTMENTS

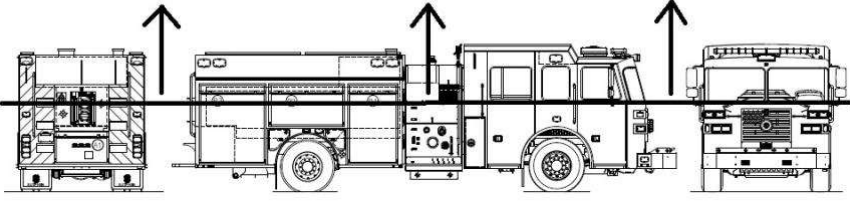
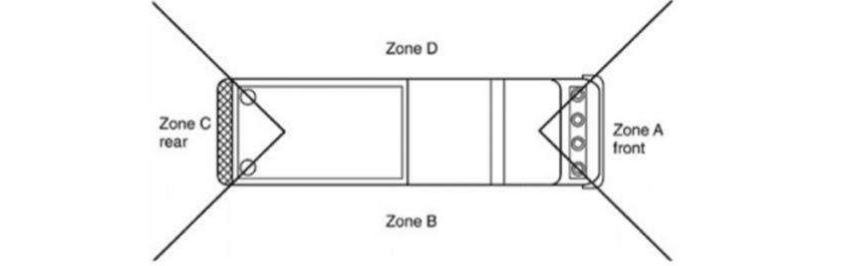
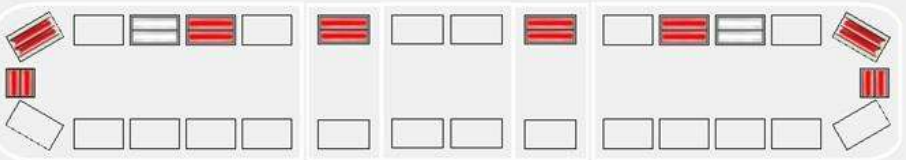
BODY COMPARTMENTS

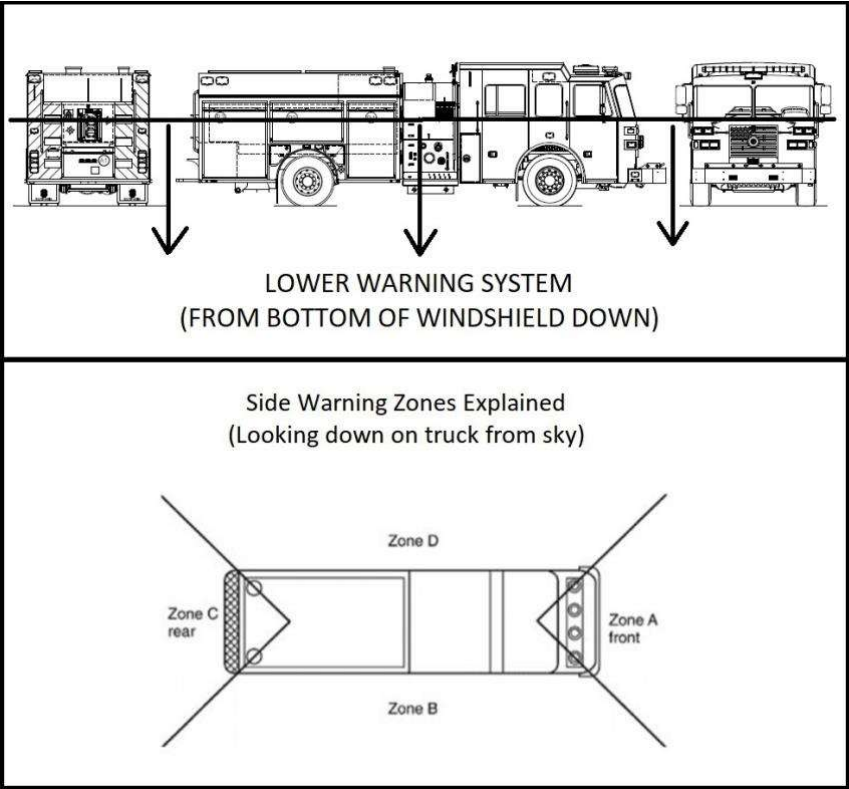


Line	Item #	Qty	Item Description/Comments
356	81130200	1	ADJUSTABLE SHELF [L1] (1)
357	80250100	2	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [L1] (2)
358	80588888	1	SPECIAL ITEM, REDUCE WIDTH OF L1/R1 COMPARTMENT
359		1	**CLAR NOTES, THE WIDTH OF THE L1/R1 COMPARTMENT SHALL BE REDUCED BY 13" TO ALLOW FOR A 186" WHEELBASE TO MATCH PREVIOUS TRUCK BUILD HS-7566
360	81130200	1	ADJUSTABLE SHELF [L2] (1)
361	80250100	2	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [L2] (2)
362	81130200	1	ADJUSTABLE SHELF [L3] (1)
363	80250100	2	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [L3] (2)
364	81130200	1	ADJUSTABLE SHELF [R1] (1)
365	80250100	2	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [R1] (2)
366	80250100	1	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [R2] (1)
367	81130200	1	ADJUSTABLE SHELF [R3] (1)
368	81150305	1	600# SLIDE-MASTER TRAY, 100% SLIDEOUT [R3] (1)
369	80250100	2	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [R3] (2)
370	81130200	1	ADJUSTABLE SHELF [A1] (1)
371	80388888	1	SPECIAL ITEM, Cargo net and slanted floor
372		1	**CLAR NOTES, Match A1 compartment of HS-7566 -Adjustable shelf located 18" from floor -Add a cargo net from shelf to the bottom of the floor -add a slant to the floor 3" high in front to shallow in rear of compartment both items designed to keep cribbing from hitting roll up door
373		1	**ENG Turtle Tile Color = black
374	81165705	1	UNISTRUT TRACK IN COMPTS
375	80220101	1	COMPT DOORS, ROM ROLL-UP, SATIN FINISH
376	80230600	1	DOOR SILL PROTECTION, BODY COMPTS, PROTEC, CLEAR FILM
377	80225000	1	REAR COMPT DOOR (A1) ROM ROLL-UP, SATIN FINISH
378	80230910	1	ROLL UP DOORS WARRANTY, ROM, 7 YEARS
379	80230650	1	DOOR SILL PROTECTION, REAR COMPT, NOT FACTORY PROVIDED


Line	Item #	Qty	Item Description/Comments
380	80230300	1	COMPT INTERIOR FINISH, SMOOTH
381	84531110	1	COMPT LIGHTING, AMDOR LED LIGHT STRIPS, 2 PER COMPT
382	10310305	1	BODY EXTERIOR
BODY EXTERIOR			
383	81310000	1	HOSEBED, ALUM FLOORING
384		1	**ENG List the Hose Bed Hose Load Req. = 250' of 2 ½" 400' of 3" 1000' of 5"
385	81330100	1	STANDARD HOSEBED HEIGHT
386	81410000	1	COVER, VINYL, MAIN HOSE BED
387		1	**ENG Hosebed Cover Color = Black.
388	81440201	1	COVER FASTENERS, BUNGIE CORDS WITH RED TAB
389		1	**ENG Specify number of rear flaps, fasteners & and how they terminate (manufacturer's discretion or customer specified?) = TBD @ Pre-Con.
390	81330302	1	HOSE BED DIVIDERS, ADJ (2)
391	81332015	1	HOSEBED LIGHTING, FRONT, TECNIQ E44 LED LIGHT STRIP
392	81332115	1	HOSEBED LIGHTING, SIDES, TECNIQ E44 LED LIGHT STRIPS
393	81910100	1	HANDRAILS, KNURLED STS
394	82210000	1	STEPS, FRONT BODY, IC FOLD DOWN W/LIGHT (ALUM PUMPERS)
395		1	**ENG Step Light Color = White.
396	82310100	1	STEPS, REAR BODY (8x8)
397	89988888	1	SPECIAL ITEM, Front body steps Officer side only
398		1	**CLAR NOTES, Front of body, officer side only, Fold down steps w/ light (color white) Match HS-7566
399	82510000	1	RUB RAILS, ANODIZED ALUM
400	83010050	1	ALUMINUM TREADPLATE (PUMPER/TANKER)
401	83030315	1	REAR STEP/TAILOBOARD CORNERS, 45 DEGREE
402	83030710	1	REAR FENDERS, ALUMINUM SMOOTH PAINTED
403	80290052	1	10 SCBA CYLINDER COMPTS (3 TRIPLE-FMI, 1 SINGLE-SIG4)

Line	Item #	Qty	Item Description/Comments
404		1	**ENG A triple bottle compartment cannot be located on the driver's side behind rear axle.
405	80290230	1	DIVIDER FOR (3) TRIPLE SCBA COMPARTMENTS
406	80290310	1	DOOR FINISH, BRUSHED STAINLESS, SINGLE/DOUBLE SCBA COMPT (1)
407	80290420	3	DOOR FINISH, BRUSHED STAINLESS, TRIPLE SCBA COMPT (3)
408	88520100	1	SUCTION HOSE, (2) 10' SECT 6" KOCHER LIGHTWEIGHT
409	88540100	1	SUCTION HOSE MOUNTING, DIAMOND PLATE TROUGHS
410	88550300	1	STRAINER NOT PROVIDED
411	89011500	1	LADDERS, ALCO-LITE PEL-24 24'2 SEC & PRL-14 14' ROOF & 10' FOLDING
412	89510200	1	LADDER CHUTE
413	89520220	1	LADDER ENCLOSURE, SMOOTH ALUM DOOR
414	10310310	1	ELECTRICAL
ELECTRICAL			
415	84550110	1	LICENSE PLATE BRACKET W/ LIGHT, LED
416	84511100	1	BODY ELECTRICAL DESCRIPTION
417	84520000	1	BACK UP ALARM, ECCO SA917
418	85010302	1	TAILLIGHTS, WHELEN 600 SERIES, LED STOP/TAIL/TURN/REVERSE, QUAD HOUSING (PAIR)
419		1	**ENG Tail Light Housing Color = Chrome.
420	85110100	1	ICC LIGHTS, LED
421	85510200	1	STEP LIGHTS, LED, REAR BODY & WHELEN 2G AT PUMP PANEL
422	85710030	1	UNDERCARRIAGE GROUND LIGHTS, TECNIQ E10 LED
423	86528999	1	DELETE REAR WORK LIGHTS
424	86600000	1	OPTICAL WARNING SYSTEM, UPPER (PUMPER)

Line	Item #	Qty	Item Description/Comments
			<p style="text-align: center;">UPPER WARNING SYSTEM (FROM BOTTOM OF WINDSHIELD UP)</p>  <p style="text-align: center;">Side Warning Zones Explained (Looking down on truck from sky)</p> 
425	86610110	1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 10 MODULES
			
426	86920100	1	UPPER ZONE A LIGHTBAR, STANDARD CONFIGURATION
427		1	**ENG Zone A, Upper Lightbar Standard Configuration = Single light bar: (2) end red LED modules, (2) corner red LED modules, (4) forward-facing red LED modules and (2) forward-facing white LED modules. All clear outer lenses. Installed on the cab roof as far forward as possible with two (2) MK8H 5in. cast aluminum risers.
428	86699999	1	UPPER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), COVERED BY ZONES A & C
429	86710105	1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN LED BEACONS, L31 (PAIR)
430		1	<p>**ENG Zone C, Upper Rear Beacon Color/Details = Driver's side = (1) AX 10051279 Color = Red Lens Color = Red</p> <p>Officer's side = (1) L31HGF Color = Green Lens Color = Green</p> <p>Matching HS-7566</p>

Line	Item #	Qty	Item Description/Comments
431	86899999	1	UPPER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), COVERED BY ZONES A & C
432	87100000	1	OPTICAL WARNING SYSTEM, LOWER (PUMPER)
			 <p>LOWER WARNING SYSTEM (FROM BOTTOM OF WINDSHIELD DOWN)</p> <p>Side Warning Zones Explained (Looking down on truck from sky)</p> <p>Zone C rear</p> <p>Zone D</p> <p>Zone B</p> <p>Zone A front</p>
433	87110100	1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN 600 SUPER LED, 60*02F*R (QTY 2)
434		1	**ENG Zone A, Lower Warning Light Color, Lens Color, Details = color - red lens color - red
435	87811120	1	LOWER, ZONE A - MOUNTING LOCATION (COMBO HOUSINGS)
436		1	**ENG Zone A, Lower - Front, Mounting Location = (1) Warning light in headlight housing, each side (inboard of turn signal).
437	87210132	1	LOWER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 1), WHELEN 500 SUPER LED, 50*02F*R (QTY 1), T-SERIES LED, TSS0* (QTY 1)
438	87812110	1	LOWER, ZONE B - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
439		1	**ENG Zone B, Lower - Officer's Side, Mounting Location = -(1) Warning Light near the front corner of the Apparatus. -(1) Warning Light near the rear Axle. -(1) Warning Light near the rear corner of the Apparatus. -Reference Shop Order Drawing for lights and placement.
440	87310100	1	LOWER WARNING LIGHTS, ZONE C (REAR), WHELEN 600 SUPER LED, 60*02F*R (QTY 2)
441	87410132	1	LOWER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 1), WHELEN 500 SUPER LED, 50*02F*R (QTY 1), T-SERIES LED, TSS0* (QTY 1)
442	87814110	1	LOWER, ZONE D - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
443		1	**ENG Zone D, Lower - Driver's Side, Mounting Location = -(1) Warning Light near the front corner of the Apparatus. -(1) Warning Light near the rear Axle. -(1) Warning Light

Line	Item #	Qty	Item Description/Comments
			near the rear corner of the Apparatus. -Reference Shop Order Drawing for lights and placement.
444	87537732	2	ADDITIONAL WARNING LIGHTS, WHELEN 600 SUPER LED, 60*02F*R (PAIR) (2)
445		1	**ENG Whelen 600 LED Warning Light Color = Red.
446		1	**ENG Whelen 600 LED Lens Color = Red.
447		1	**ENG Whelen 600 LED Mounting Location = (2) above front axle, one each side of cab AND (2) mounted where 600 series turn signals were located in headlight housing
448	87537505	1	WARNING LIGHT, ROTO-RAY, LED
449		1	**ENG Roto Ray Light Colors = Colors - Red. Red, Green Lens color - clear
450		1	**ENG Independent Deactivation Switch for Roto Ray = Provided
451		1	**ENG RotoRay Note: Chassis to provide/install RotoRay.
452	88393000	1	SCENE LIGHTS, FIRETECH 30K LUMENS, 12V LED, 72" 3-PIECE BROW, W/INTEGRATED ICCS FT-B-72-ML-3PKIT-* (1)
453		1	**ENG ICC Cab Marker Lights Integrated in Brow Light = Yes
454		1	**ENG Scene Light Details = Black housing switched in overhead console 1
455	88393052	4	SCENE LIGHT, FIRETECH GUARDIAN ELITE 20K, 12V LED, SURFACE MOUNT, FT-GESM (4)
456		1	**ENG Scene Light Details = Black and chrome housings (2) mounted on cab in RR area (2) mounted upper corners of rear body. activated w/ switch in cab and automatically in reverse
457	88393109	2	SCENE LIGHT, FIRETECH MB SINGLE STACK 42", 12V LED, FIXED, 33 LED, FT-MB-33-FT-* (2)
458		1	**ENG Scene Light Details = Black housing mounted above L2 and R2 compartment
459	88393306	2	SCENE LIGHT, FIRETECH FT-SL-GESM, 20K LUMENS, 12V LED, TELE (2)
460		1	**ENG Scene Light Details = Black housing. telescoping lights mounted on rear of cab, each side
461	88399959	1	SCUFF PLATES FOR TELE LIGHTS - NOT PROVIDED
462		1	**ENG Allow 12V Tele-Lights to Extend Past Cab = No.
463	10310410	1	PAINT & FINISH

Line	Item #	Qty	Item Description/Comments
PAINT & FINISH			
464	89910010	1	CORROSION REDUCTION PROGRAM (PROPOSALS)
465	90010020	1	PAINT SCHEME
466	90030007	1	TWO TONE CAB
467	90029940	1	PAINT BREAK #4 - WINDSHIELD SWOOP TO TOP OF GRILLE
			
468		1	**ENG Upper Color for Two Tone Paint = Black.
469		1	**ENG Lower Color for Two Tone Paint = RED.
470		1	**ENG Body Color = red.
471	90030154	1	PAINT FRAME RAILS & BODY REAR DROP - BLACK
472	90030190	1	TEXTURED FRAME RAIL COATING, PLUMBING AREA
473	90030015	1	A/C CONDENSER PAINTED ROOF COLOR
474	90510000	1	3" LETTERING, 22K UP TO 40
475	90530005	20	ADDITIONAL 3" 22KT LETTERS (EACH) (20)
476	90600210	1	REFLECTIVE MATERIAL, INTERIOR CAB DOORS, CHEVRONS, SCOTCHLITE
477		1	**ENG Reflective Striping Color = Red/Lemon Yellow.
478		1	**ENG Reflective Striping Verbiage = SHALLOTTE FIRE
479	90630610	1	1/2" 22KT GOLD STRIPE W/PRINTED EDGES AT CAB PAINT BREAK
480	90610000	1	4" SCOTCHLITE STRIPE
481	90630100	2	1" SCOTCHLITE STRIPE ABOVE OR BELOW - EACH (2)
482	90680120	1	CHEVRON STRIPING, REAR BODY OUTBOARD, REFLEXITE

Line	Item #	Qty	Item Description/Comments
483		1	**ENG Chevron Striping, Rear Body Color = #030 Red Transparent & #L2 Fluorescent Lime.
484	90684120	1	CHEVRON STRIPING, LADDER ENCLOSURE DOOR, REFLEXITE
485		1	**ENG Chevron Striping, Ladder Enclosure Door Color = #030 Red Transparent & #L2 Fluorescent Lime.
486	90789100	1	GRAPHICS WARRANTY, AGI, 5 YEARS, MATERIAL ONLY
487	10310420	1	EQUIPMENT
EQUIPMENT			
488	91010000	1	MISC EQUIP - (1) PINT TOUCH-UP PAINT, STAINLESS STEEL NUTS & BOLTS
489	91030700	1	ZIAMATIC SAC-44 FOLDING WHEEL CHOCKS (PAIR) MTD W/ SQCH-44H HOLDERS
490		1	**ENG Wheel Chock Mounting Locations = under L1 compartment
491	10310600	1	COMPLETION & WARRANTY
COMPLETION & WARRANTY			
492	99010100	1	MANUALS, ELECTRONIC VERSION (2-USB)
493	99031105	1	PICK-UP UNIT AT FACTORY
494	99520110	1	WARRANTY, ONE YEAR
495	99521100	1	WARRANTY, FRAME, LIFETIME
496	99521200	1	WARRANTY, CAB STRUCTURAL, 10 YR.
497	99521300	1	WARRANTY, BODY STRUCTURAL, 10 YR.
498	99521400	1	WARRANTY, PAINT, 10 YR.
499	99521900	1	WARRANTIES, MAJOR VENDOR COMPONENTS
500		1	COOPERATIVE PURCHASING AGENCY FEES (Sourcewell)



Town of Shallotte
ACTION AGENDA ITEM
2026

TO: Board of Aldermen

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

ACTION ITEM #: _____
MEETING DATE: 05/05/2026
DATE SUBMITTED: 04/22/2026

ISSUE/ACTION REQUESTED: **PUBLIC HEARING:** YES NO
Approve/Deny Surplus
1995 Ford F800 /E-ONE Water Tender

BACKGROUND/PURPOSE OF REQUEST:

This request is to declare a 1995 commercial water tender as surplus and authorize its sale. The apparatus is built on a Ford chassis and is equipped with an approximately 1,000-gallon water tank and two-person seating capacity.

Due to its age, limited crew capacity, increasing maintenance needs, and reduced operational reliability, it no longer aligns with the department’s service expectations or long-term fleet needs. This apparatus has already been replaced by the department’s most recent apparatus delivery. Approval of this request will allow the Town to remove the unit from service, reduce ongoing maintenance costs, and recover residual value through sale.

The estimated value range of **\$15,000 to \$25,000** is consistent with recent comparable apparatus sales and current market conditions for similar commercial chassis water tenders. This range represents a reasonable and supportable expectation for public sale.

A reasonable reserve of **\$10,000** is recommended keeping the reserve realistic enough to encourage bidding.

FISCAL IMPACT:

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

CONTRACTS/AGREEMENTS:

REVIEWED BY TOWN ATTORNEY: YES NO N/A

ADVISORY BOARD RECOMMENDATION:

TOWN MANAGER'S RECOMMENDATION:

FINANCE RECOMMENDATION:

ATTACHMENTS:



1.

ACTION OF THE BOARD OF ALDERMEN

APPROVED:
DENIED:

ATTEST: **CLERK TO THE BOARD**

**DEFERRED
UNTIL:** _____

SIGNATURE

OTHER:



TOWN OF SHALLOTTE

PLANNING & ZONING DEPARTMENT

TO: Board of Aldermen
 FROM: Robert Waring, Planning Director
 DATE: May 5, 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 April 14
 - a. Reviewed a staff-initiated text amendment
 - b. The Board's next meeting is scheduled for May 12.
2. TRC met April 16:
 - a. The committee reviewed a PUD amendment to the Creek Tide Landing PUD
 - b. The next meeting will be May 21
3. Staff attended the Board's 2026 Budget Workshop for Admin, PD, & FD
4. Staff attended multiple meetings/calls regarding the Price Landing park project
5. The Town's 3rd CAT meeting has been scheduled for May 12
6. Staff attended the bi-monthly TIA review with NCDOT
7. Staff attended the quarterly GSATS (TCC) meeting
8. Staff met with representatives of Verta, a company interested in potential long-term lease of Town property for cell tower/mono poll sites
9. Staff attended a webinar provided by the NC League of Municipalities to learn more about the impending constitutional amendment to cap property tax
10. Staff met with Mr. Larry Shreve to discuss the lack of sewer utility along Arabian Way
11. Staff have had a number of conversations regarding potential annexations & development
 - a. We will place a discussion item on the upcoming workshop regarding annexation
12. Please forward any zoning or nuisance complaints to Brandon Eaton, Planner,
beaton@townofshallotte.org Phone: (910) 754-4032
13. The Town collected \$111,889 for April 2026
 - a. Fees collected in April 2025 totaled \$136,030

Permit Detail Report

4/1/2026 - 4/29/2026

Permit #	Permit Date	Permit Type	Parcel Address	Total Fees
4253	4/29/2026			
4252	4/29/2026	Itinerant Merchant		\$50.00
4251	4/28/2026	Building	1472 Copas Rd	\$100.00
4250	4/23/2026	Change of Use	120 Holden Beach Rd. Suite A	\$100.00
4249	4/17/2026	Building	390 Red Fox St	\$100.00
4248	4/17/2026	Sign	4810 Main St	\$75.00
4247	4/15/2026	Building	292 San Remy Way	\$15,198.00
4246	4/15/2026	Building	286 Eden Rock Ct	\$13,686.00
4245	4/14/2026	Building	4596 Swimming Ln	\$10,220.00
4244	4/14/2026	Building	4600 Swimming Ln	\$7,196.00
4243	4/14/2026	Building	4618 Swimming Ln	\$7,196.00
4242	4/14/2026	Building	4624 Swimming Ln	\$8,708.00
4241	4/14/2026	Building	4630 Swimming Ln	\$7,196.00
4240	4/14/2026	Building	1096 Whiteville Rd	\$13,386.00
4239	4/14/2026	Building	4730 Milliken St	\$100.00
4238	4/13/2026	Building	438 Laurel Valley Dr	\$100.00
4237	4/8/2026	Building	2011 Snipe Lane	\$7,196.00
4236	4/8/2026	Zoning	4624 Main St	\$100.00
4235	4/9/2026	Zoning	4730 Milliken St	\$100.00
4234	4/2/2026	Building	4637 Squirrel Ave Nw	\$7,196.00
4233	4/1/2026	Change of Use	4810 Main St. Unit B	\$100.00
4232	4/1/2026	Building	391 Lamer Loop	\$13,686.00
4231	4/1/2026	Building	799 Silver Grove Way Sw	\$100.00
4230	4/1/2026	Zoning	2920 Frontage Rd.	
				\$111,889.00

Total Records: 24

4/29/2026

Monthly Code Report (Town of Shallotte, NC) 4/2026
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: 4/29/26

- Talks with the developer have not provided real traction. CE suggests moving forward with town abatement.
- Conference call with developer on moving forward with project.
- (Currently In talks) Waiting on potential application for commercial project on property that may eliminate the violation without cost to the Town.
- CE preparing for contract abatement of property.
- Property owner has still not completed abatement. Code Enforcement has no new word on judgement. Public records show that property was recently arrested and has a court hearing scheduled for December of 2025. Mr. Simmons is out on a secured bond, so CE believes service of judgement information should be able to be accomplished.
- BOA addressed the case at their 8/5/25 meeting. Town attorney informed that service has not been made on issued injunction. CE is unaware if service has been made since 8/5/25.
- The time allotted for abatement during the judgement has passed without any compliance.
- The case was heard by Brunswick County District Court on 5/28/2025.
- A judgment was issued in favor of the Town to compel the property owner to comply with the Town's order of abatement and payment of civil penalties issued in the amount of \$20,000 (\$10,000 per parcel in violation).
- The property owner has 30 days to comply. After 30 days, the Town may abate the violations in full, charging the property owner for any related expenses.
- The Town was awarded attorney fees related to the motion.

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

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

Latest Update: 4/29/26

- CE suggests moving forward with town abatement for all properties under injunction.
- No changes
- CE has reached out to property owners again to see if they intend to comply with order.
- CE preparing for contract abatement of property.
- Property owner has still not completed abatement. Code Enforcement has no new word on judgement. Public records show that property owner was recently arrested and has a court hearing scheduled for December of 2025. Mr. Simmons is out on a secured bond, so CE believes service of judgement information should be able to be accomplished.
- BOA addressed the case at their 8/5/25 meeting. Town attorney informed that service has not been made on issued injunction. CE is unaware if service has been made since 8/5/25.
- The time allotted for abatement during the judgement has passed without any compliance.
- The case was heard by Brunswick County District Court on 5/28/2025.

- A judgment was issued in favor of the Town to compel the property owner to comply with the Town’s order of abatement and payment of civil penalties issued in the amount of \$20,000 (\$10,000 per parcel in violation).
- The property owner has 30 days to comply. After 30 days, the Town may abate the violations in full, charging the property owner for any related expenses.
- The Town was awarded attorney fees related to the motion.

3. Case Number: PN-25-008 (98 Wildwood St.)

Original Complaint: Tall grass, debris, downed silt fencing.

Latest Update: 4/29/26

- Violations corrected. **Case closed.**
- Property owner is working to correct violations. Will monitor.
- CE conducted a site visit. Some violations have been addressed, but more have surfaced since the last visit. Contact is being made with property owner to discuss.
- CE Still working to have the remaining violations abated.
- Some work completed, but abatement still needed. CE is reaching out to property owner.
- Violations have not been abated as required. Final notice being sent to serve as last step before civil penalties.
- NOV mailed. Owner has until 8/6/25 to comply.

4. Case Number: PN-25-013 (103 Forest Dr.)

Original Complaint: Tall grass/weeds, potential nuisance structure.

Latest Update: 4/29/26

- Property owner was issued a demolition permit to remove structures and clean up property. They are now working with Brunswick County to receive a County permit.
- CE spoke with property owner who said they would get someone out to clean up.
- Violation notice to mail 2/27/26.
- CE has not received response from property owner. One more attempt will be made to address nuisance issues before violation notice is mailed.
- Courtesy contact made.

5. Case Number: PN-26-001 (Edom Ln.)

Original Complaint: Residents filed complaints regarding construction debris and litter.

Latest Update: 4/28/26

- Follow-up Inspection scheduled for 4/30.
- Havenn Homes contacted about violations.
- Neighbors reported construction crews leaving trash and debris on lots and discarding items into adjacent property owners’ yards.

Zoning Violations

1. Case Number: Z-24-007

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

Latest Update: 4/29/26

- Talks with the developer have not provided real traction. CE suggests moving forward with town abatement.

- *Conference call with developer on moving forward with project.*
- *(Currently in talks) Waiting on potential application for commercial project on property that may eliminate the violation without cost to the Town.*
- *CE preparing for contract abatement of property.*
- *Property owner has still not completed abatement. Code Enforcement has no new word on judgement. Public records show that property was recently arrested and has a court hearing scheduled for December of 2025. Mr. Simmons is out on a secured bond, so CE believes service of judgement information should be able to be accomplished.*
- *BOA addressed the case at their 8/5/25 meeting. Town attorney informed that service has not been made on issued injunction. CE is unaware if service has been made since 8/5/25.*
- *The time allotted for abatement during the judgement has passed without any compliance.*
- *The time allotted for abatement during the judgement has passed without any compliance.*
- *The case was heard by Brunswick County District Court on 5/28/2025.*
- *A judgment was issued in favor of the Town to compel the property owner to comply with the Town’s order of abatement and payment of civil penalties issued in the amount of \$20,000 (\$10,000 per parcel in violation).*
- *The property owner has 30 days to comply. After 30 days, the Town may abate the violations in full, charging the property owner for any related expenses.*
- *The Town was awarded attorney fees related to the motion.*

2. Case Number: Z-24-008

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

Latest Update: *4/29/26*

- *CE suggests moving forward with town abatement.*
- *No changes.*
- *CE has reached out to property owners again to see if they intend to comply with order.*
- *CE preparing for contract abatement of property.*
- *Property owner has still not completed abatement. Code Enforcement has no new word on judgement. Public records show that property was recently arrested and has a court hearing scheduled for December of 2025. Mr. Simmons is out on a secured bond, so CE believes service of judgement information should be able to be accomplished.*
- *BOA addressed the case at their 8/5/25 meeting. Town attorney informed that service has not been made on issued injunction. CE is unaware if service has been made since 8/5/25.*
- *The time allotted for abatement during the judgement has passed without any compliance.*
- *The case was heard by Brunswick County District Court on 5/28/2025.*
- *A judgment was issued in favor of the Town to compel the property owner to comply with the Town’s order of abatement and payment of civil penalties issued in the amount of \$20,000 (\$10,000 per parcel in violation).*
- *The property owner has 30 days to comply. After 30 days, the Town may abate the violations in full, charging the property owner for any related expenses.*
- *The Town was awarded attorney fees related to the motion.*

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.*
- *Property owner has filed an appeal in Superior Court.*
- *Town Clerk mailed Board Findings to property owner via certified mail*
- *Board of Adjustment hearing was conducted on 2/27/2025.*

4. Case Number: Z-25-017 (Southeastern Christian Academy)

Original Complaint: *Shipping/cargo containers being used as accessory structures.*

Latest Update: *1/22/26*

- *Town management reached out to the property owner and has given the owner six months to comply with Town ordinance. CE will check back in six months for compliance.*
- *Notice of violation drafted to issue on 12/31/25.*
- *Site inspection conducted on 12/19.*

5. Case Number: Z-26-003 (422 Village Rd.)

Original Complaint: *Former residential structure located in the HB zoning district potentially being used as an event center.*

Latest Update: *4/29/26*

- *Project engineer still in talks with staff.*
- *Planning staff are waiting for application submittal. Talks with the property owner’s engineer to inform that some of the proposed uses are not permitted.*
- *The property owner has retained an engineering firm that is in the early stages of site plan creation.*
- *CE reached out to the owners to inform them that zoning approval would be needed before using the home as commercial property. A site and landscape plan is required. The owners protested to CE, explaining that they were living in the home part time, and were only having guests over. CE will monitor.*
- *The property owner has been using social media to promote “open houses” to view the home’s renovations and the potential for its use as an event center/AirBnB.*

6. Case Number: Z-26-004 (4710 Main St.)

Original Complaint: *Structure in disrepair that has submitted an application for a building permit but does not have zoning approval.*

Latest Update: *4/29/26*

- *Staff has spoken to the property owner. Property owner asked for more time to figure out plans for the structure. Three weeks have gone by without action. CE to contact owner on 4/30 and then issue violation notice if no action is immediately taken.*
- *Staff has reached out to the developer. Notice of violation is being drafted to mail.*

7. Case Number: Z-26-005 (2159 Ocean Highway)

Original Complaint: *Reported development without zoning approval.*

Latest Update: *4/1/26*

- *Project scheduled for May TRC.*
- *CE has spoken with the project engineer. An application is in process and the project lead has informed the property owner that no work can be completed until approval has been given.*

8. Case Number: Z-26-008 (PID# 2132A001)

Original Complaint: *Reported development without zoning approval. Kevin Blum/repeat offender.*

Latest Update: 4/29/26

- *Owner issued a Final Notice of Violation on 4/29/2026.*

Vehicles

Currently no cases

Public Works Monthly Report

April 2026

To: *Board of Aldermen*

From: *Dan Formyduval, Director of Public Services*

Sewer

- Responded to 9 sewer calls during the day and 8 after hours.
- Randomly inspected 78 pressure sewer services.
- Rewired 4 residential sewer control panels.
- Complete rebuilds for 1 commercial and 1 residential sewer service.
- Performed weekly mainline sewer lift station cleanings.
- Installed 6 residential pressure sewer services.
- Complete utility replacement for Village Pines Office Park consisting of two new tanks and service laterals.
- Recovered two missing manholes in River's Edge.
- Rebuilt the valve vault for the Walmart Lift Station to include an emergency bypass.
- Installed shut off and check valve for one residential location.

Parks & Streets

- Proof rolled the first phases of Creek Tide Landing
- Have begun weekly vegetation management.
- Performed spring fertilizing.
- Repaired well pump at Mulberry Park
- Planted Spring flowers and baskets on Main St.

Construction & Engineering

- Responded to **202** NC811 locate tickets.
- NCDOT Preconstruction meeting for the remainder of the Hwy 17 Force Main project..
- Participated in the Wastewater Partners Quarterly meeting.
- Have begun working with Brunswick County Public Utilities for replacement of AC water line from Park Drive to Main St.
- Reviewed additional phase for Creek Tide Landing as part of the TRC process.
- Met with Town of Ocean Isle sewer utility to assess their odor control system.

Fleet Maintenance

- Serviced eight police vehicles.
- Completed 6 repairs and one service on Fire vehicles.
- Assisted with driving CDL level vehicles as needed.
- Serviced 3 Public Services vehicles.
- Overhauled the excavator tow vehicle D04
- Repaired 3 mowers
- Replaced water pump on JCB back hoe.



New sidewalk on Mulberry St.



Town of Shallotte

ACTION AGENDA ITEM

2025

TO: Board of Alderman

ACTION ITEM #: _____

MEETING DATE: _____

FROM: Dan Formyduval

DATE SUBMITTED: _____

ISSUE/ACTION REQUESTED: *Discussion, Change order for Mulberry St Project*

PUBLIC HEARING: YES NO

BACKGROUND/PURPOSE OF REQUEST: *JP Russ has submitted a change order for multiple items associated with the Mulberry St project. This package has been reviewed and approved by McGill Engineering.*

Item 1 – *Upsizing the culverts due to NCDEQ’s requirement for partial burial of the flow line of the pipe to allow for designed flow capacity.*

Item 1B – *Reflects cost increases due to delayed start.*

Item 2 – *Reflects changes required to support culvert structure due to poor soils that were found after excavation began. Changes based on recommendations of third-party inspector.*

Item 3 – *Accounts for changes made to the project at the Town’s request to deal with issues that were either not know about or addressed in the original design.*

Total for all items -- \$72684.70 minus \$35,000 in contract for change orders = \$37,684.70

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 ADMINISTRATOR’S RECOMMENDATION:

FINANCE RECOMMENDATION: N/A

ATTACHMENTS:

- 1.
- 2.
- 3.

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

Change Order

No. 1

Date of Issuance: _____ Effective Date: _____

Project: Mulberry Street Roadway and Sidewalk Improvements	Owner: Town of Shallotte	Owner's Contract No.:
Contract: Mulberry Street Roadway and Sidewalk Improvements		Date of Contract: August 7, 2024
Contractor: J.P. Russ & Son, INC.		Engineer's Project No.: 22.07019

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

See work descriptions on attached Contractor's CO #1A, CO #1B, CO #2 and CO #3

Attachments (list documents supporting change):

See attached Contractor's CO #1A, CO #1B, CO #2 and CO #3

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 697,319.00

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____

\$ 0.00

Contract Price prior to this Change Order:

\$ 697,319.00

(Increase) [Decrease] of this Change Order:

\$72,684.70 - \$35,000.00 (Allowance) = \$37,684.70

Contract Price incorporating this Change

\$ 735,003.70

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working Calendar days

Substantial completion (days or date): 124

Ready for final payment (days or date): 138

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): 124

Ready for final payment (days or date): 138

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): 124

Ready for final payment (days or date): 138

~~RECOMMENDED:~~

By: [Signature]
Engineer (Authorized Signature)

Date: 4/23/26

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: April 23, 2026

Date: _____



CHANGE ORDER

5621 Beach Dr SW
 Ocean Isle, NC 28469
 Phone (910) 754-6023 Fax (910) 754-5860

DATE September 18, 2024
CO # 1A
Job Name MULBERRY ST IMPROVEMENTS

Submitted To:
 McGill Associates
 712 Village Rd SW, Ste 103
 Shallotte, NC 28470

Proposal valid until: **October 15, 2025**
Prepared by: Aaron Black

Comments or special instructions:

Description	AMOUNT
Upsize culvert crossing pipe from 36" to 42":	
1. 42" HPP vs 36" HPP, 80 LF @ \$25 / LF	2,000.00
2. 4X6 PRECAST BOX VS. 3X5 PRECAST BOX, 2 @ \$1700	3,400.00
3. ADDITIONAL RETAINING WALL - 15 SF @ \$140	2,100.00
4. ENDWALL FOR DOUBLE 42" VS DOUBLE 36"	1,750.00
5. 6" #57 STONE BEDDING & BACKFILL TO SPRINGLINE IN LIEU OF STONE BASE - 40 TN @ \$60	2,400.00
6. EQUIPMENT (LARGER EXCAVATOR / RIGGING TO HANDLE ENDWALL) - \$500 / DAY X 5	2,500.00
7. PERMIT COST	1,500.00
8. BOND EXPENSE	313.00
TOTAL	\$ 15,963.00

Notes:

Payment to be made as follows: *Net upon receipt of invoice with a 1 1/2% monthly service charge on accounts over thirty (30) days past due which is an 18% annual rate*

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 costs will be executed upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents of delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our worker's are fully covered by Workman's Compensation Insurance.

Authorized Signature _____

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and hereby accepted.
 You are authorized to do the work as specified. Payment will be made as outlined above.

Signature
Date of Acceptance



CHANGE ORDER

5621 Beach Dr SW
 Ocean Isle, NC 28469
 Phone (910) 754-6023 Fax (910) 754-5860

DATE September 15, 2025
CO # 1B
Job Name MULBERRY ST
 IMPROVEMENTS

Submitted To:
 McGill Associates
 712 Village Rd SW, Ste 103
 Shallotte, NC 28470

Proposal valid until: **October 15, 2025**
Prepared by: Aaron Black

Comments or special instructions:

Description	AMOUNT
Cost adjustments:	
1. 9.24.24 - spot utilities for surveyor (9 hrs x 5 man crew)	2,700.00
2. 11.22.24 - surveyor (retaining wall layout, horizontal / vertical location of water utilities)	1,300.00
2. Concrete cost increase	7,770.00
3. Stone base cost increase (1320 tn x \$3 / tn)	3,960.00
4. Asphalt increase (580 tn x \$5 / tn)	2,900.00
5. Fence increase (260 lf x \$3.50 / lf)	920.00
6. GC Markup (subs only) - 10%	1,685.00
7. Bond Expense (all items) - 2%	424.70
TOTAL	\$ 21,659.70

Notes:

Payment to be made as follows: *Net upon receipt of invoice with a 1 1/2% monthly service charge on accounts over thirty (30) days past due which is an 18% annual rate*

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 costs will be executed upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents of delays beyond our control.

Owner to carry fire, tornado and other necessary insurance.

Our worker's are fully covered by Workman's Compensation Insurance.

Authorized Signature _____

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and hereby accepted.
 You are authorized to do the work as specified. Payment will be made as outlined above.

Signature
Date of Acceptance



CHANGE ORDER

5621 Beach Dr SW
 Ocean Isle, NC 28469
 Phone (910) 754-6023 Fax (910) 754-5860

DATE March 17, 2026
CO # 2
Job Name MULBERRY ST IMPROVEMENTS

Submitted To:
 McGill Associates
 712 Village Rd SW, Ste 103
 Shallotte, NC 28470

Proposal valid until: **April 16, 2026**
Prepared by: Aaron Black

Comments or special instructions:
PER TERRACON SPECIAL INSPECTIONS

Description	AMOUNT
UNDERCUT DUE TO UNSUITABLE SOILS	
1. Terracon Report K6241068.0002, service date 2/09/2026: 3.4 cy undercut & replace w/ #57 granite	
2A. Terracon Report K6241068.0003, service date 2/10/2026: 17.8 cy undercut & replace w/ #57 granite	
2B. Terracon Report K6241068.0003, service date 2/10/2026: 58.7 sy geotextile fabric	
2C. Terracon Report K6241068.0003, service date 2/10/2026: 17.8 cy undercut & replace w/ #57 granite	
2D. Terracon Report K6241068.0003, service date 2/10/2026: 58.7 sy geotextile fabric	
2E. Terracon Report K6241068.0003, service date 2/10/2026: 7.6 cy undercut & replace w/ #57 granite	
2F. Terracon Report K6241068.0003, service date 2/10/2026: 36.5 sy geotextile fabric	
3A. Terracon Report K6241068.0004, service date 2/11/2026: 7.4 cy undercut & replace w/ #57 granite	
3B. Terracon Report K6241068.0004, service date 2/11/2026: 26.6 sy geotextile fabric	
3C. Terracon Report K6241068.0004, service date 2/11/2026: 3.7 cy undercut & replace w/ #57 granite	
3D. Terracon Report K6241068.0004, service date 2/11/2026: 17.7 sy geotextile fabric	
TOTALS:	
A. 57.7 CY UNDERCUT & EXPORT @ \$15 / CY	865.50
B. #57 GRANITE 80 TN IMPORT @ \$70 / TN	5,600.00
C. FILTER FABRIC, 1 ROLL (198.2 SY) @ \$378	378.00
D. LABOR & EQUIPMENT, 4 MAN CREW W/ EXCAVATOR 15 HRS @ \$290	4,350.00
E. BOND EXPENSE @ 2%	223.50
TOTAL	\$ 11,417.00

Notes:

Payment to be made as follows:

Net upon receipt of invoice with a 1 1/2% monthly service charge on accounts over thirty (30) days past due which is an 18% annual rate

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 costs will be executed upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents of delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our worker's are fully covered by Workman's Compensation Insurance.

Authorized Signature _____

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature
Date of Acceptance

FOUNDATION OBSERVATIONS REPORT

Report Number: K6241068.0002
Service Date: 02/09/26
Report Date: 02/16/26
Task: Retaining Wall - soils, reinforced concrete & special inspections

Terracon
 Section VI, Item 4.
 2108 Capital Dr, Ste 105
 Wilmington, NC 28405-6477
 910-478-9915

Client

Town of Shallotte NC
 Attn: Mimi Gaither
 PO Box 2287
 Shallotte, NC 28470

Project

Mulberry Street RT Wall
 120 Mulberry Street
 Shallotte, NC 28470

Project Number: K6241068

General Information

Brad Stanley requested Terracon to be on site for Foundation Observations. Work is being performed by JP Russ. The results of observation(s) for today were reported to Frankie with JP Russ and Brad Stanley. The Terracon representative arrived on site at 1245 and departed at 1430.

The construction documents referenced for this observation include: Geotechnical

Geotechnical engineering report No. 22:34128.R1 01/24/2024 prepared by ECS.

Foundation and Soil Bearing Information

The near surface bearing materials were evaluated at the foundation(s) listed below. Bearing materials observed at the time of our visit were assumed to be at design bearing elevation unless noted otherwise. The bearing materials were evaluated utilizing the following method(s): visual observation, dynamic cone penetrometer (DCP). Terracon observed the foundation(s) detailed below for the following items (as applicable): bearing pressure, bearing strata, size, and cleanliness.

Design Bearing Pressure(s) (psf) = 1500

Test No./Element/ Location	Test Results	Bearing Strata	Status	Comments
(1) Isolated Footing(s)/ North side of footing	BOF: 12,11,15+ -1: 11,15+ -2: 15+ -3: AR	Brown Silty Sand	Complies (after remediation)	Undercut: 14' Length X 6.5' Width x 1' Depth = 91cf/27 = 3.4cy
(2) Isolated Footing(s)/ South end of footing	BOF: 10,1,2 -1: 11,15+ -2: AR	Brown Silty Sand	Complies (after remediation)	None

**N/A = "Not Applicable"

Additional Comments

Water was being pumped during testing as it was running in from the side of the footing. Terracon recommends undercutting 1' of material and replacing with washed stone as water is continuing to pool due to elevation of -1.3' below the water table.

Evaluation and testing of foundation bearing materials typically consist of observation of the subgrade soils along with sampling and testing the soils to shallow depths below the assumed design bearing elevation at the location(s) indicated above. Small hand-operated equipment is typically used. As such, the results are limited by the means and methods used to obtain them. It should be noted that soil conditions not readily identified by these means may affect foundation performance.

Terracon is providing undercut quantities for information only. We cannot authorize additional cost. Any additional cost due to undercutting should be authorized by the owners prior to undercutting.

Compliance Statement

Based on our observations of the foundation excavation(s), if the near-surface bearing materials remain consistent with depth, the foundation excavation(s) at the above reference location(s) appear to be in general accordance with the project plans and specifications.

Services:

Terracon Rep.: Eli Haines
Reported To: Brad Stanley
Contractor: JP Russ
Report Distribution:

(1) Town of Shallotte NC, Mimi Gaither (1) JP Russ & Son Inc, Aaron Black
 (1) JP Russ & Son Inc, Brad Stanley

Reviewed By:
 rvw2: rdp


 Ryan Poirier
 Department Manager

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

Photo Log

Report Number: K6241068.0002
Service Date: 02/09/26
Report Date: 02/16/26
Task: Retaining Wall - soils, reinforced concrete & special inspections



Section VI, Item 4.

2108 Capital Dr, Ste 103
Wilmington, NC 28405-6477
910-478-9915



(P1) South end of wall



(P2) North end of wall

Photo Log

Report Number: K6241068.0002
Service Date: 02/09/26
Report Date: 02/16/26
Task: Retaining Wall - soils, reinforced concrete & special inspections



Section VI, Item 4.

2108 Capital Dr, Ste 105
Wilmington, NC 28405-6477
910-478-9915



(P3) Footing



(P4) Footing on arrival



Exhibit	Section VI, Item 4.
Mulberry Street RT Wall	Foundation Observations

terracon
 2108 Capital Dr, Ste 103
 910-478-9915

Wilmington, NC
 28405-6477
 terracon.com

Report Number: K6241068.0002	Service Date: 02/09/2026	Employee: Haines, Eli
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Test

- Retested / Accepted
- Deviation

66

FOUNDATION OBSERVATIONS REPORT

Report Number: K6241068.0003
Service Date: 02/10/26
Report Date: 02/16/26
Task: Retaining Wall - soils, reinforced concrete & special inspections

Terracon
 Section VI, Item 4.
 2108 Capital Dr, Ste 105
 Wilmington, NC 28405-6477
 910-478-9915

Client

Town of Shallotte NC
 Attn: Mimi Gaither
 PO Box 2287
 Shallotte, NC 28470

Project

Mulberry Street RT Wall
 120 Mulberry Street
 Shallotte, NC 28470

Project Number: K6241068

General Information

Brad Stanley requested Terracon to be on site for Foundation Observations. Work is being performed by JP Russ. The results of observation(s) for today were reported to Frankie with JP RUSS. The Terracon representative arrived on site at 1045 and departed at 1315.

The construction documents referenced for this observation include: ECS project# 22:34128.R1 dated 1/24/2024.

Geotechnical engineering report No. 22:34128.R1 dated 1/24/2024 prepared by ECS.

Foundation and Soil Bearing Information

The near surface bearing materials were evaluated at the foundation(s) listed below. Bearing materials observed at the time of our visit were assumed to be at design bearing elevation unless noted otherwise. The bearing materials were evaluated utilizing the following method(s): visual observation, dynamic cone penetrometer (DCP). Terracon observed the foundation(s) detailed below for the following items (as applicable): bearing pressure, bearing strata, size, and cleanliness.


Design Bearing Pressure(s) (psf) = 1500

Test No./Element/ Location	Test Results	Bearing Strata	Status	Comments
(1) Continuous Footing(s)/ South end of Northwest retaining wall footings	BOF: 1, 1, 3 -1: 1, 2, 3 -2: 4, 4, 5 -3: 3, 3, 4	Moist Brown clay Existing Subgrade	Complies (after remediation)	Undercut: 48' Length X 5' Width x 2' Depth = 480cf/27 = 17.8cy Geotextile Fabric: 48' Length x 2' Depth = 96sf/9 = 10.7sy (sides) x2 = 21.3sy 48' Length x 5' Width = 240sf/9 = 26.7sy (bottom)
(2) Continuous Footing(s)/ South end of Northwest retaining wall footings	BOF: 2, 2, 2 -1: 2, 2, 3 -2: 2, 3, 4 -3: 7, 12, 13	Moist Brown clay Existing Subgrade	Complies (after remediation)	Undercut: 48' Length X 5' Width x 2' Depth = 480cf/27 = 17.8cy Geotextile Fabric: 48' Length x 2' Depth = 96sf/9 = 10.7sy (sides) x2 = 21.3sy 48' Length x 5' Width = 240sf/9 = 26.7sy (bottom)
(3) Continuous Footing(s)/ North end of Northwest retaining wall footings	BOF: 2, 3, 5 -1: 3, 4, 8 -2: 10, 11, 7 -3: 2, 2, 3	Wet Grey clay Existing Subgrade	Complies (after remediation)	Undercut: 41' Length X 5' Width x 1' Depth = 205cf/27 = 7.6cy Geotextile Fabric: 41' Length x 1' Depth = 41sf/9 = 4.6sy (sides) x2 = 9.1sy 41' Length x 5' Width = 205sf/9 = 22.8sy (bottom)

**N/A = "Not Applicable"

FOUNDATION OBSERVATIONS REPORT

Report Number: K6241068.0003
Service Date: 02/10/26
Report Date: 02/16/26
Task: Retaining Wall - soils, reinforced concrete & special inspections


2108 Capital Dr, Ste 105
Wilmington, NC 28405-6477
910-478-9915

Section VI, Item 4.

Client

Town of Shallotte NC
Attn: Mimi Gaither
PO Box 2287
Shallotte, NC 28470

Project

Mulberry Street RT Wall
120 Mulberry Street
Shallotte, NC 28470

Project Number: K6241068

Additional Comments

In area(s) 1, 2, and 3, Terracon recommends a 1 undercut and replacing with washed stone with fabric on the bottom and sides of footing.

Evaluation and testing of foundation bearing materials typically consist of observation of the subgrade soils along with sampling and testing the soils to shallow depths below the assumed design bearing elevation at the location(s) indicated above. Small hand-operated equipment is typically used. As such, the results are limited by the means and methods used to obtain them. It should be noted that soil conditions not readily identified by these means may affect foundation performance.

Terracon is providing undercut quantities for information only. We cannot authorize additional cost. Any additional cost due to undercutting should be authorized by the owners prior to undercutting.

Compliance Statement

Based on our observations of the foundation excavation(s), if the near-surface bearing materials remain consistent with depth, the foundation excavation(s) at the above reference location(s) appear to be in general accordance with the project plans and specifications.

Services:

Terracon Rep.: Sekou Alexander

Reported To: Frankie with JP RUSS

Contractor: JP Russ

Report Distribution:

(1) Town of Shallotte NC, Mimi Gaither (1) JP Russ & Son Inc, Aaron Black

(1) JP Russ & Son Inc, Brad Stanley

Reviewed By:

rvw2: rdp


Ryan Poirier
Department Manager

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

Photo Log

Report Number: K6241068.0003
Service Date: 02/10/26
Report Date: 02/16/26
Task: Retaining Wall - soils, reinforced concrete & special inspections



Section VI, Item 4.

2108 Capital Dr, Ste 103
Wilmington, NC 28405-6477
910-478-9915



(P1) North end of Northwest retaining wall footing



(P2) South end of Northwest retaining wall

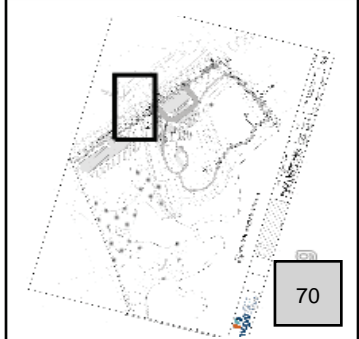


Mulberry Street RT Wall	Exhibit	Section VI, Item 4.
	Foundation Observations	

Terracon
 2108 Capital Dr, Ste 103
 910-478-9915
 Wilmington, NC
 28405-6477
 terracon.com

Report Number: K6241068.0003	Service Date: 02/10/2026	Employee: Alexander, Sekou
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Test	Retested / Accepted	Deviation
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FOUNDATION OBSERVATIONS REPORT

Report Number: K6241068.0004
Service Date: 02/11/26
Report Date: 02/16/26
Task: Retaining Wall - soils, reinforced concrete & special inspections

Terracon
 2108 Capital Dr, Ste 105
 Wilmington, NC 28405-6477
 910-478-9915

Section VI, Item 4.

Client

Town of Shallotte NC
 Attn: Mimi Gaither
 PO Box 2287
 Shallotte, NC 28470

Project

Mulberry Street RT Wall
 120 Mulberry Street
 Shallotte, NC 28470

Project Number: K6241068

General Information

Brad Stanley requested Terracon to be on site for Foundation Observations. Work is being performed by JP Russ. The results of observation(s) for today were reported to Brad Stanley. The Terracon representative arrived on site at 1345 and departed at 1545.

The construction documents referenced for this observation include: ECS Report# 22:34128.R1 dated 01/24/2024.

Geotechnical engineering report No. 22:34128.R1 dated 1/24/2024 prepared by ECS.

Foundation and Soil Bearing Information

The near surface bearing materials were evaluated at the foundation(s) listed below. Bearing materials observed at the time of our visit were assumed to be at design bearing elevation unless noted otherwise. The bearing materials were evaluated utilizing the following method(s): visual observation, dynamic cone penetrometer (DCP). Terracon observed the foundation(s) detailed below for the following items (as applicable): bearing pressure, bearing strata, size, and cleanliness.

Design Bearing Pressure(s) (psf) = 1500

Test No./Element/ Location	Test Results	Bearing Strata	Status	Comments
(1) Continuous Footing(s)/ North end of Northwest retaining wall	BOF: 2, 2, 3 -1: 3, 3, 4 -2: 3, 6, 12 -3: 3, 6, 12	Dark Brown Silty Clay Existing Subgrade	Complies (After Remediation)	Undercut: 40' Length X 5' Width x 1' Depth = 200cf/27 = 7.4cy Geotextile Fabric: 40' Length x 1' Depth = 40sf/9 = 4.4sy (sides) x2 = 8.9sy 40' Length x 5' Width = 200sf/9 = 22.2sy (bottom)
(2) Continuous Footing(s)/ South end of Northwest retaining wall	BOF: 1, 1, 3 -1: 3, 4, 5 -2: 3, 4, 7 -3: 2, 2, 3	Moist Gray Clay Existing Subgrade	Complies (After Remediation)	Undercut: 20' Length X 5' Width x 1' Depth = 100cf/27 = 3.7cy Geotextile Fabric: 20' Length x 1' Depth = 20sf/9 = 2.2sy (sides) x2 = 4.4sy 20' Length x 5' Width = 100sf/9 = 11.1sy (bottom)

**N/A = "Not Applicable"

Additional Comments

In area(s) 1 & 2, Terracon recommends a 1' undercut and replacing with washed stone with fabric on the bottom and sides of footing.

Evaluation and testing of foundation bearing materials typically consist of observation of the subgrade soils along with sampling and testing the soils to shallow depths below the assumed design bearing elevation at the location(s) indicated above. Small hand-operated equipment is typically used. As such, the results are limited by the means and methods used to obtain them. It should be noted that soil conditions not readily identified by these means may affect foundation performance.

Terracon is providing undercut quantities for information only. We cannot authorize additional cost. Any additional cost due to undercutting should be authorized by the owners prior to undercutting.

FOUNDATION OBSERVATIONS REPORT

Report Number: K6241068.0004
Service Date: 02/11/26
Report Date: 02/16/26
Task: Retaining Wall - soils, reinforced concrete & special inspections



Section VI, Item 4.

2108 Capital Dr, Ste 105
Wilmington, NC 28405-6477
910-478-9915

Client

Town of Shallotte NC
Attn: Mimi Gaither
PO Box 2287
Shallotte, NC 28470

Project

Mulberry Street RT Wall
120 Mulberry Street
Shallotte, NC 28470

Project Number: K6241068

Compliance Statement

Based on our observations of the foundation excavation(s), if the near-surface bearing materials remain consistent with depth, the foundation excavation(s) at the above reference location(s) appear to be in general accordance with the project plans and specifications.

Services:

Terracon Rep.: Sekou Alexander

Reported To: Brad Stanley

Contractor: JP Russ

Report Distribution:

(1) Town of Shallotte NC, Mimi Gaither (1) JP Russ & Son Inc, Aaron Black

(1) JP Russ & Son Inc, Brad Stanley

Reviewed By:

rvw2: rdp


Ryan Poirier
Department Manager

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

Photo Log

Report Number: K6241068.0004
Service Date: 02/11/26
Report Date: 02/16/26
Task: Retaining Wall - soils, reinforced concrete & special inspections



Section VI, Item 4.

2108 Capital Dr, Ste 105
Wilmington, NC 28405-6477
910-478-9915



(P1) North end of Northwest retaining wall



(P2) South end of Northwest retaining wall

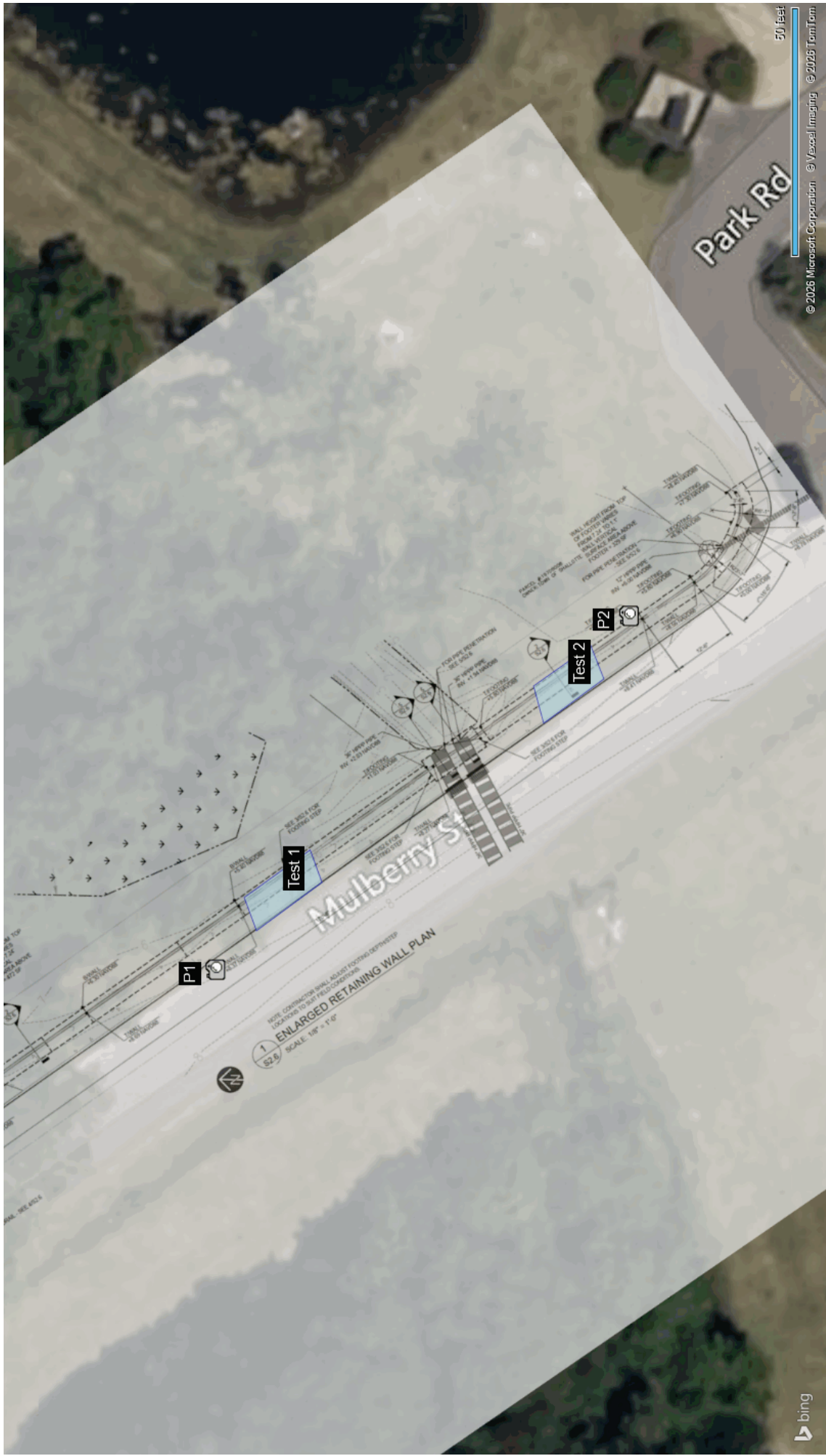


Exhibit	Section VI, Item 4.
Mulberry Street RT Wall	Foundation Observations

Terracon
 2108 Capital Dr, Ste 103
 910-478-9915

Wilmington, NC
 28405-6477
 terracon.com

Report Number: K6241068.0004
 Service Date: 02/11/2026
 Employee: Alexander, Sekou
 Scale: Refer to Drawing

Test

- Retested / Accepted
- Deviation

74

CHANGE ORDER REQUEST



5621 Beach Dr SW
 Ocean Isle, NC 28469
 Phone (910) 754-6023 Fax (910) 754-5860

DATE April 15, 2026
CO # 3
Job Name MULBERRY ST IMPROVEMENTS

Submitted To:
 McGill Associates
 712 Village Rd SW, Ste 103
 Shallotte, NC 28470

Proposal valid until: **May 16, 2026**
Prepared by: Aaron Black

Comments or special instructions:

Description	AMOUNT
Misc Items per Town / Engineer Request:	
1. Armor slope around precast headwall & ditch bottom from headwall to new parking lot entrance w/ Class B Rip Rap (70 tn) underlain w/ filter fabric (+/- 1125 sf)	12,250.00
2. Demo & replace damaged sidewalk / driveway apron from end of CIP wall north +/- 67 lf (6" concrete @ apron, 4" otherwise) - +/- 360 sf	4,680.00
3. Add 6" w X 12" h curb along park side of sidewalk (monolithic pour with balance of sidewalk) - 250 lf	6,250.00
4. Bond expense	465.00
TOTAL	\$ 23,645.00

Notes:

Payment to be made as follows: *Net upon receipt of invoice with a 1 1/2% monthly service charge on accounts over thirty (30) days past due which is an 18% annual rate*

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 costs will be executed upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents of delays beyond our control.

Owner to carry fire, tornado and other necessary insurance.

Our worker's are fully covered by Workman's Compensation Insurance.

Authorized Signature _____

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and hereby accepted.
 You are authorized to do the work as specified. Payment will be made as outlined above.

Signature
Date of Acceptance



Town of Shallotte Board of Aldermen
ACTION AGENDA ITEM
2026

TO: Board of Aldermen

ACTION ITEM #: _____

FROM: Kirstie White

MEETING DATE: _____

DATE SUBMITTED: _____

ISSUE/ACTION REQUESTED:

PUBLIC HEARING: YES NO

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

BACKGROUND/PURPOSE OF REQUEST:

Hannah Wilson (11 Sandtrap Dr) – Customer had a broken pipe in their yard. Usage for the January billing was 11,302 gallons. Usage for the March billing was 296,650 gallons. Customer's average usage is 4,990 gallons. Requesting adjustment to bring the bill down to the customer's average sewer usage. The total bill amount for the January & March bills is \$4,922.06. The amount of the adjustment would be \$4,747.70, bringing the bills down to \$174.36.

Riverview Professional Centre (4902 Main St) - Customer had a water line break under the sidewalk. Usage for the March billing was 307,200 gallons. Usage for the May billing is 65,100 gallons. Customer's average usage is 6,760 gallons. Requesting adjustment to bring the bill down to the minimum charge for the building, which has 5 units. The total bill amount for March & May bills is \$6,224.63. The amount of the adjustment would be \$5,292.83, bringing the bills down to \$931.80.

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. Hannah Wilson: Adjustment application, plumbing repair bill & calculations
2. Riverview Professional Centre: Adjustment application, plumbing repair bill & calculations
- 3.

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



Town of Shallotte Adjustment Application

Section VI, Item 4.

10:03A

Jan: - 68.92
Mar: - 4,678.78
- 4,747.70

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: Hannah Wilson

Sewer Bill Account Number: 2051700.00 97

Service Address (or Physical Address): 11 Sandtrap Drive, Shallotte, NC 28470

Telephone Number: 910-470-7238

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

Broken pipe in yard during one of the freezes in December

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? 12/19/25

If this was a leak, where was the leak located? couple feet behind the meter in the yard

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? _____

Hannah Wilson

Applicant's Signature

Date 4/15/2026

The following is for office use only:

Estimated average consumption: 4,990 gal.

Estimated average bill amount: \$87.18

Current consumption: Jan: 11,302 gals. March: 296,650 gals. May: 4,658 gals.

Current bill amount: Jan: \$156.10 March: \$4,765.96 May: \$87.18

Notes:

Town Administrator

Date



PLUMBING AND DRAINS, LLC
kingplumbing.drains@gmail.com

910-800-1431
Licensed, Insured and Bonded

Job Invoice # 1830

SOLD TO Hannah Wilson 11 Snodgrass Dr. Shelby, NC 28476 910-470-7738	DATE ORDERED 12-19-25	ORDER TAKEN BY [Signature]
	PHONE NO.	CUSTOMER ORDER #
	JOB PHONE	STARTING DATE 12-19-25
	TERMS	CUSTOMER WATER PRESSURE

QTY.	DESCRIPTION OF WORK	UNIT	AMOUNT
1	Repaired broken pipe at meter to stop leak		\$425.00
	Paid Cash		
(ALL WORK WARRANTED FOR 1 YEAR UNLESS OTHERWISE STATED)			TOTAL MATERIALS

WORK ORDERED 12-19-25	TOTAL LABOR	
DATE ORDERED	TOTAL MATERIALS	
DATE COMPLETED 12-19-25	TOTAL MISC.	
CUSTOMER APPROVED SIGNATURE Hannah Wilson	SUBTOTAL	
AUTHORIZED SIGNATURE [Signature]	TAX	
	GRAND TOTAL	\$425.00

Wilson, Hannah

2051700 97 – 11 Sandtrap Dr

Average usage: 4,990 gallons (using minimum gallons)

Sewer: Regular Rate for avg usage

January 2026

Average Usage:	6,000 gallons	Price: \$87.18
Total Sewer Usage:	<u>-11,302 gallons</u>	
Overage:	-5,302 gallons	Consumption Adjustment
	87.18	Sewer Charge for Average Usage
	<u>-156.10</u>	Original Sewer Charge
	-68.92	Sewer Adjustment

January Adjustment: -68.92

March 2026

Average Usage:	6,000 gallons	Price: \$87.18
Total Sewer Usage:	<u>-296,650 gallons</u>	
Overage:	-290,650 gallons	Consumption Adjustment
	87.18	Sewer Charge for Average Usage
	<u>-4,765.96</u>	Original Sewer Charge
	-4,678.78	Sewer Adjustment

March Adjustment: -4,678.78

Total Adjustment (January & March Bills): -4,747.70



Mar: - 4,747.07
Ma Section VI, Item 4. 76
- 5,292.83

Town of Shallotte Adjustment Application

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: Gregory Rupp (River View Prof. Center)

Sewer Bill Account Number: 104670300 98

Service Address (or Physical Address): 4902 ~~W~~ Main St. P.O. Box 2408

Telephone Number: 910 512-5927 Shallotte Shallotte

Reason for requesting adjustment (pool fill, water leak from broken pipe outside, etc.):
Water leaks at front of building
under sidewalk

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? 4/01/26

If this was a leak, where was the leak located? Front of building under side

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

If no, why are receipts not available? _____

Applicant's Signature: Gregory Rupp Date: 4/24/26

The following is for office use only:

Estimated average consumption: 6,760 gals.

Estimated average bill amount: \$465.90 (building has 5 units; 30,000 gal minimum)

Current consumption: Jan: 44,000 gals. Mar: 307,200 gals. May: 65,100 gals.

Current bill amount: Jan: \$675.92 Mar: \$5,212.97 May: \$1,011.66

Notes: _____

Town Administrator _____ Date _____

169094

Statement

DATE 04/01/26 TERMS Check

TO BRANTON Thompson Const
MAIN ST. DR'S OFFICE
Shalotte, NC

IN ACCOUNT WITH Jerry Holden Plumbing LLC
910-363-7666

Repair leak on MAIN WATER
line coming from street. At the
foot of the water line had been
broken by roots. HAD TO CUT
sidewalk to access leak. DR
instigated me to leave all debris
that he would have landscaper clear
up and haul away. Thompson Const. will
repair concrete.

LABOR 6 hrs TRUNK + 3 med e¹⁶⁵

990.00

CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT

**Riverview Professional Centre
1046700 98 – 4902 Main St**

Building is being charged for 5 units (minimum usage: 30,000 gallons; minimum charge: \$465.90)
Average usage: 6,760 gallons (using minimum gallons)

Sewer: Regular Rate for avg usage

March 2026

Minimum Usage:	30,000 gallons	Price: \$465.90
Total Sewer Usage:	<u>-307,200 gallons</u>	
Overage:	-277,200 gallons	Consumption Adjustment
	465.90	Sewer Charge for Average Usage
	<u>-5,212.97</u>	Original Sewer Charge
	-4,747.07	Sewer Adjustment

March Adjustment: -4,747.07

May 2026

Average Usage:	30,000 gallons	Price: \$465.90
Total Sewer Usage:	<u>-65,100 gallons</u>	
Overage:	-35,100 gallons	Consumption Adjustment
	465.90	Sewer Charge for Average Usage
	<u>-1,011.66</u>	Original Sewer Charge
	-545.76	Sewer Adjustment

May Adjustment: -545.76

Total Adjustment (March & May Bills): -5,292.83



TOWN OF SHALLOTTE

Monthly Financial Dashboard

FISCAL YEAR ENDING June 30, 2026

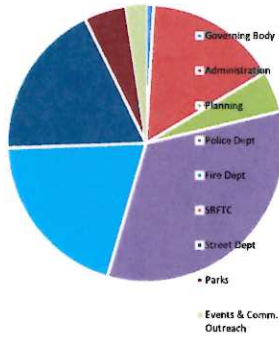
Reporting Period: April 30, 2026

SPECIFIC REVENUE COLLECTIONS AT A GLANCE...			
General Fund	Collected TD	FY Budget	Total Budget
PROPERTY TAX		\$ 3,781,720	\$10,523,337
Revs YTD/% Coll/% of Budget	\$ 3,798,982	100.46%	35.94%
SALES & USE TAX			
Fiscal Year Budget		\$ 2,120,223	\$10,523,337
Revs YTD/% Coll/% of Budget	\$ 1,283,486	60.54%	20.15%
UTILITY FRANCHISE TAX			
Fiscal Year Budget		\$ 552,973	\$10,523,337
Revs YTD/% Coll/% of Budget	\$ 261,923	47.37%	5.25%
FIRE FEES			
Fiscal Year Budget		\$ 1,302,407	\$10,523,337
Revs YTD/% Coll/% of Budget	\$ 1,271,114	97.60%	12.38%
OTHER REVENUES			
Fiscal Year Budget		\$ 2,764,014	\$10,523,337
Revs YTD/% Coll/% of Budget	\$ 1,144,491	41.38%	26.28%
Enterprise Fund			
OTHER REVENUES		\$ 4,246,912	\$ 7,864,629
Revs YTD/% Coll/% of Budget	\$ 3,746,654	88.22%	54.00%
SYSTEM DEV FEES		\$ 439,707	\$ 7,864,629
Revs YTD/% Coll/% of Budget	\$ 807,740	183.70%	5.59%
			\$ 7,864,629
Revs YTD/% Coll/% of Budget	\$ -	0.00%	0.00%
SEWER CHARGES		\$ 3,178,010	\$ 7,864,629
Revs YTD/% Coll/% of Budget	\$ 2,459,392	77.39%	40.41%
FUND TOTALS		90% of Budget	
General Fund		\$ 10,523,337	\$ 9,471,003
Revenues FYTD	\$ 7,759,996	74%	
Enterprise Fund		\$ 7,864,629	\$ 7,078,166
Revenues FYTD	\$ 7,013,786	89%	

EXPENDITURES AT A GLANCE...			
GENERAL FUND	Fiscal Year	YTD Expenses	
DEPARTMENTS	25/26 Budget	Current FY	Current FYTD%
Governing Body	\$ 100,820	\$ 62,069	61.56%
Administration	1,720,059	1,420,025	82.56%
Planning	535,281	409,556	76.51%
Police Dept	3,687,413	2,945,557	79.88%
Fire Dept	2,206,187	1,741,703	78.95%
SRFTC	8,039	5,284	65.73%
Street Dept	1,456,880	484,163	33.23%
Parks	549,428	409,589	74.55%
Events & Comm. Outreach	259,230	192,967	74.44%
	\$ 10,523,337	\$ 7,670,914	72.89%
Fiscal Year Budget	\$ 10,523,337	\$ 7,670,914	
Unspent Budget Remaining	\$ 2,852,423	27.11%	
ENTERPRISE FUND	Fiscal Year	YTD Expenses	
DEPARTMENTS	25/26 Budget	Current FY	Current FYTD%
Sewer Department	\$ 7,864,629	\$ 6,443,263	81.93%
	\$ 7,864,629	\$ 6,443,263	81.93%
Fiscal Year Budget	\$ 7,864,629	\$ 6,443,263	
Unspent Budget Remaining	\$ 1,421,366	18.07%	

OUR CASH AND INVESTMENTS			
Balances on April 30, 2026 in whole dollars - Bold - As of 3.31.26			
CASH & INVESTMENTS BY FUND			
GENERAL FUND	June 2025	April 2026	
General Fund	\$ 967,876	\$ 1,174,170	
NCCMT	9,222,400	9,813,889	
General Fund Savings	49,619	25,010	
TOTAL GENERAL FUND	\$ 10,239,895	\$ 11,013,069	
ENTERPRISE FUNDS	June 2025	April 2026	
Sewer Fund	\$ 1,069,349	\$ 1,650,443	
NCCMT	3,862,465	4,243,429	
Sewer Fund Savings	86,636	25,011	
TOTAL OTHER FUNDS	\$ 5,018,450	\$ 5,918,883	
Special Revenue Fund	\$ 100	\$ 20,923	
Police Evidence Acct	313	\$ 119	
Capital Project Acct	1,861,172	688,174	
TOTAL CASH & INVESTMENTS TOWN-WIDE			
	June 2025	April 2026	
ALL FUNDS	\$ 17,119,930	\$ 17,641,168	

General Fund



Capital Project - Riverfront Project		
CP Expenditures	FY Budget	Current Exp
Mulberry Park	\$ 1,162,873.00	\$ 528,177.59
Riverwalk II	\$ 1,132,300.20	\$ 367,898.96
Professional Svc	\$ 170,178.95	\$ 4,700.00
Price Landing Cap	\$ 2,500,000.00	\$ 2,263,385.70
New Town Hall	\$ 17,494,785.00	\$ 512,213.77
Cheers St Parking	\$ 337,396.00	
Mulberry Park-Part F	\$ 500,000.00	\$ 500,000.00
Total	\$ 23,297,533.15	\$ 4,176,376.02
CP Revenues	FY Budget	Current Rev
Part F Grant	\$ 500,000.00	\$ 500,000.00
Transfer from GF	\$ 2,982,177.16	\$ 687,224.37
SCIF Grant-Riverw	\$ 815,355.99	\$ 372,598.96
SCIF Grant-Mulb	\$ 3,000,000.00	\$ 2,616,552.69
USDA Loan	\$ 16,000,000.00	\$ -
Total	\$ 23,297,533.15	\$ 4,176,376.02

Capital Project



Cash:	April-25	April-26	Difference
General Fund	\$ 11,829,988	\$ 11,013,069	
Sewer Fund	5,436,463	5,918,883	
Special Revenue Fd	100	20,923	
Police Evidence Acct	313	119	
Capital Account	2,220,182	688,174	
	\$ 19,487,046	\$ 17,641,168	(1,845,878)
Receipts for April 26:			
Jan 2026 Sales Tax	158,144.78		
4th Qtr Fire Fees	318,086.01		
March 26 Town Taxes	57,546.64		
March 26 NCVTS Taxes	32,020.31		
Concert Sponsorship	1,000.00		

NCCMT Interest Rate May 25	4.28%
NCCMT Interest Rate June 25	4.14%
NCCMT Interest Rate July 25	4.30%
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%



Town Of Shallotte
Expenditure Statement : 2025 - 2026
for Accounting Period 4/30/2026

GENERAL FUND								
Dept #	Department	Approp Amount	Activity this Period	Expenditure YTD	Encumbrance YTD	Unencumbered Balance	% Exp. & Enc.	
4100	Governing Body	\$100,820.00	\$62,068.66	\$62,068.66	\$0.00	\$38,751.34	61.56	
4200	Administration	\$1,720,058.85	\$1,416,922.47	\$1,416,922.47	\$3,101.80	\$300,034.58	82.56	
4300	Planning Department	\$535,281.04	\$409,556.18	\$409,556.18	\$0.00	\$125,724.86	76.51	
4400	Events & Community Outreach	\$259,230.00	\$189,648.20	\$189,648.20	\$3,318.56	\$66,263.24	74.44	
5100	Police	\$3,687,412.97	\$2,928,182.36	\$2,928,182.36	\$17,375.05	\$741,855.56	79.88	
5300	Fire	\$2,206,187.31	\$1,751,113.94	\$1,751,113.94	(\$9,410.52)	\$464,483.89	78.95	
5400	SRFTC	\$8,038.87	\$5,283.71	\$5,283.71	\$0.00	\$2,755.16	65.73	
5600	Streets	\$1,456,880.00	\$433,586.43	\$433,586.43	\$50,577.02	\$972,716.55	33.23	
5700	Parks	\$549,427.59	\$405,403.18	\$405,403.18	\$4,186.29	\$139,838.12	74.55	
Total Fund	GENERAL FUND	\$10,523,336.63	\$7,601,765.13	\$7,601,765.13	\$69,148.20	\$2,852,423.30	72.89	



Town Of Shallotte
Expenditure Statement : 2025 - 2026
for Accounting Period 4/30/2026

ENTERPRISE FUND		Approp Amount	Activity this Period	Expenditure YTD	Encumbrance YTD	Unencumbered Balance	% Exp. & Enc.
Dept #	Department						
8200	Sewer	\$7,864,628.92	\$6,287,838.38	\$6,287,838.38	\$155,424.39	\$1,421,366.15	81.93
Total Fund		\$7,864,628.92	\$6,287,838.38	\$6,287,838.38	\$155,424.39	\$1,421,366.15	81.93
Grand Total		\$18,387,965.55	\$13,889,603.51	\$13,889,603.51	\$224,572.59	\$4,273,789.45	76.76



Government Finance Officers Association
 203 North LaSalle Street, Suite 2700
 Chicago, Illinois 60601-1210
 312.977.9700 fax: 312.977.4806

4/15/2026

Isaac Norris
 Finance Director
 Town of Shallotte, North Carolina

Dear Isaac:

Congratulations!

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended June 30, 2025 has met the requirements to be awarded GFOA's Certificate of Achievement for Excellence in Financial Reporting. The GFOA established the Certificate of Achievement for Excellence in Financial Reporting Program (Certificate Program) in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare annual comprehensive financial reports that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting. Congratulations, again, for having satisfied the high standards of the program.

Your electronic award packet contains the following:

- **A "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements.** We strongly encourage you to implement the recommended improvements in your next report. Certificate of Achievement Program policy requires that written responses to these comments and suggestions for improvement be included with your 2026 fiscal year end submission. If a comment is unclear or there appears to be a discrepancy, please contact the Technical Services Center at (312) 977-9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.
- **Certificate of Achievement.** A Certificate of Achievement is valid for a period of one year. A current holder of a Certificate of Achievement may reproduce the Certificate in its immediately subsequent annual comprehensive financial report. Please refer to the instructions for reproducing your Certificate in your next report.
- **Award of Financial Reporting Achievement.** When GFOA awards a government the Certificate of Achievement for Excellence in Financial Reporting, we also present an Award of Financial Reporting Achievement (AFRA) to the department identified in the application as primarily responsible for achievement of the Certificate.
- **Sample press release.** Attaining this award is a significant accomplishment. Attached is a sample news release that you may use to give appropriate publicity to this notable achievement.

In addition, award recipients will receive via mail either a plaque (if first-time recipients or if the government has received the Certificate ten times since it received its last plaque) or a brass medallion to affix to the plaque (if the government currently has a plaque with space to affix the medallion). Plaques and medallions will be mailed separately.

As an award-winning government, we would like to invite one or more appropriate members of the team that put together your annual comprehensive financial report to apply to join the Special Review Committee. As members of the Special Review Committee, peer reviewers get exposure to a variety of reports from around the country; gain insight into how to improve their own reports; achieve professional recognition; and provide valuable input that helps other local governments improve their reports. Please see our website for [information on completing an application](#).

Thank you for participating in and supporting the Certificate of Achievement Program. If we may be of any further assistance, please contact the Technical Services Center at (312) 977-9700.

Sincerely,



Michele Mark Levine
Director, Technical Services



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**Town of Shallotte
North Carolina**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2025

Christopher P. Morill

Executive Director/CEO

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

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

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

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/26	Date Audit Will Be Submitted to LGC 12/31/26
-----	---------------------------------------	--

Must be within six months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by "U.S. Auditing Standards – AICPA (Clarified)," referred to as generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). Budgetary comparison information shall be prepared in accordance with applicable GASB standards. Budget-to-actual comparisons at the level of the legally adopted budget ordinance shall be presented as required supplementary information and shall not be included in the basic financial statements. Any other budgetary comparison information shall be presented only as supplementary information for funds required to be budgeted under NCGS Chapter 159, Article 3.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. If the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period, the Auditor shall perform the audit in accordance with *Generally Accepted Government Auditing Standards (GAGAS)*. The Governmental Unit is subject to federal single audit requirements in accordance with Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F (Uniform Guidance)* and the State Single Audit Implementation Act. Currently the threshold is \$1,000,000 for federal and state single audits, or such other threshold as applicable for the fiscal year under audit. This audit and all associated audit documentation may be subject to review by federal and State agencies in accordance with federal and State laws, including the staff of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501) the Auditor and Governmental Unit(s) should discuss, in advance of the execution of this contract, the responsibility for submission of the audit and the accompanying data collection form (form SF-FAC) to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

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

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards* (2018 revision or subsequent revisions, as applicable) issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he or she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and to the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon the Auditor's receipt of an updated peer review report. If the audit firm receives a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

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

6. It is agreed that time is of the essence in this contract. All audits are to be performed, and the report of audit submitted to LGC Staff, within six months of fiscal year end. At the time of the execution of this contract, if the parties know that the anticipated submission date of the audit exceeds six months after fiscal year end, a written explanation shall be provided to the Secretary of the LGC on this contract form (see the space provided on Page 7). If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as they relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth the Auditor's findings, together with his or her recommendations for improvement. That written report shall include all matters determined to be "significant deficiencies and material weaknesses" in accordance with AU-C §265 "Communicating Internal Control Related Matters Identified in an Audit" of GAAS. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an Auditor issues an AU-C §260 report, "Auditor's Communication With Those Charged With Governance," commonly referred to as a "Governance Letter," LGC staff does not require the report to be submitted unless the Auditor cites significant findings or issues from the audit, as defined in AU-C §260 paragraphs 12 - 14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious for which the Auditor consulted outside the engagement team and, in the Auditor's judgment, are significant and relevant to those charged with governance, and other findings or issues that the Auditor believes are significant and relevant. If matters identified during the audit were required to be reported as described in AU-C §260 paragraphs 12 - 14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal Single Audit Act and the State Single Audit Act. This does not include fees for any pre-issuance reviews that may be required by the North Carolina Association of Certified Public Accountants (NCACPA) Peer Review Committee or North Carolina State Board of CPA Examiners (see Paragraph 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the Secretary of the Local Government Commission to obtain a pre-issuance review or take corrective action as a result of peer review findings or quality control deficiencies, such corrective action shall be consistent with the authority and requirements of the North Carolina State Board of Certified Public Accountant Examiners, the AICPA Peer Review Program, and established Local Government Commission practice, including the use of report addenda or other remedial measures, as appropriate.

CONTRACT TO AUDIT ACCOUNTS

14. In accordance with G.S. 159-34, the Finance Officer of the Unit is responsible for filing the audited financial statements with the Secretary of the Local Government Commission.

The Auditor may upload the audit report and related documents through the LGC's electronic submission system; however, submission shall not be deemed complete until the Finance Officer has reviewed and certified the submission.

The Auditor, Finance Officer, other Unit staff member designated by the Finance Officer, or a third party approved by the Unit may enter all Data Input Report information except the information on the "transmittal doc info" tab. The "transmittal doc info" tab must be completed by the Auditor.

The Finance Officer shall review, approve, and certify the accuracy and completeness of the Data Input Report (DIR) in the LGC's LOGOS system prior to LGC review, regardless of whether the DIR is prepared by the Auditor or the Unit.

Finance Officer certification is required for any corrected or revised submissions.

Finance Officer certification of the DIR shall be completed in a timely manner following notification that the DIR is ready for review and within time frames prescribed by the LGC. Failure to complete certification in a timely manner may result in the audit being considered late due to unit action rather than auditor performance

The Auditor shall conduct the audit in accordance with generally accepted auditing standards and shall ensure that the financial statements are prepared in accordance with generally accepted accounting principles as of the fiscal year end. Budget-to-actual comparisons at the level of the legally adopted budget ordinance shall be presented in required supplementary information, separate from the basic financial statements, and shall not be included in the audit opinion. The Auditor shall confirm that such information reconciles to the financial statements and is consistent with applicable accounting guidance and any LGC reporting requirements.

The Finance Officer shall certify in a timely manner that all data inputted in LOGOS used for preparation of the financial statements and required supplementary information is complete and accurate.

For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and preaudited if the change includes a change in audit fee (preaudit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Paragraph 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in The Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and Finance Officer also shall be included on this contract.

20. The contract shall be executed, preaudited (preaudit requirement does not apply to hospitals) and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

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

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

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

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

27. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 or 2024 Revision* (as applicable). Preparing financial statements in their entirety shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

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

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

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

29. Information based on the audited financial statements shall be submitted to the Secretary of the LGC through the LGC's LOGOS system, including completion of the Data Input Report (DIR). Submission is not complete and shall not be accepted by the LGC until the Finance Officer has reviewed and certified the DIR in accordance with Paragraph 14 of this contract.
30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Paragraph 17 for clarification).
31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and Units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>.
32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.
33. **Applicable to audits with fiscal year ends of June 30, 2025, and later.** The Unit authorizes the LGC to grant access to the LGC's LOGOS system, including the Data Input Report (DIR), to employees of the contracted audit firm who are associated with and acting on behalf of the firm for purposes of performing audit and reporting services under this contract. Such access shall be limited to the scope necessary to perform contracted services and shall not relieve the Auditor or the Unit of their respective responsibilities under this contract.
34. Changes or edits to the text of this contract form are not permitted, except for the Secretary's authority to revise or update this contract form pursuant to LGC Rule 20 NCAC 03. 0502.

For contracts with an anticipated audit submission date exceeding six months after fiscal year end, please use this space to explain the reason for the late submission, as required by Paragraph 6 of this contract form:

CONTRACT TO AUDIT ACCOUNTS

FEEES FOR AUDIT SERVICES

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

Financial statements were prepared by: Auditor Governmental Unit Third Party

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

Name: ISAAC NORRIS, JR, CPA	Title and Unit / Company: Finance Director / Town of Shallop	Email Address: inorris@tosgov.org
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OR Not Applicable (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

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

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


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

Primary Government Unit	TOWN OF SHALLOTTE
Audit Fee (financial and compliance if applicable)	\$ 15,750
Fee per Major Program (if not included above)	\$ 1,750 (price about includes up to one program)
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$ Standard hourly rates if required
TOTAL AMOUNT NOT TO EXCEED	\$ 15,750

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

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.	
Authorized Firm Representative (typed or printed)* ALAN W. THOMPSON	Signature* 
Date* 04/23/26	Email Address* alanthompson@tpsacpas.com

GOVERNMENTAL UNIT

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

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

GOVERNMENTAL UNIT – PREAUDIT CERTIFICATE

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

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

Sum Obligated by This Transaction:	\$ 15,750
Primary Governmental Unit Finance Officer* (typed or printed) ISAAC NORRIS, JR.	Signature* SIGN HERE
Date of Preaudit Certificate* ✓	Email Address* inorris@tosgov.org



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

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

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

CERTIFIED PUBLIC ACCOUNTANTS
CONSULTANTS AND TAX ADVISORS

ENGAGEMENT LETTER

April 23, 2026

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

To Management and Those Charged With Governance:

We are pleased to confirm our understanding of the services we are to provide the Town of Shallotte for the year ended June 30, 2026.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Town of Shallotte as of and for the year ended June 30, 2026. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement Town of Shallotte’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Shallotte’s RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Audit Procedures-Internal Controls

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

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

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

Audit Procedures-Compliance

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

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

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

Responsibilities of Management for the Financial Statements and Single Audit

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

You are also responsible for making drafts of the schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statement date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal and State awards; federal or State award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

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

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

and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review by May 15, 2026.

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

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

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

Other Services

You will be preparing the financial statements in conformity with U.S. generally accepted accounting principles and the Uniform Guidance. Additionally, you will be preparing all year-end adjusting entries. We are not aware of any nonaudit services that we will be performing as it relates to the preparation of the financial statements or posting any year-end adjustments. If circumstances change, we will ensure that safeguards are in place to mitigate any risk associated with any non-audit services that would be required. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Should non-audit services be required, you agree to oversee the nonaudit services by designating an individual, (Isaac Norris, Jr.), who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

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

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

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

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

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

Alan Thompson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit by approximately May 15, 2026, and to issue our reports no later than December 31, 2026. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, should not exceed \$15,750. This fee is based on the assumption that there will only be one major compliance program to test. Should there be additional programs that require testing, those programs will be billed at \$1,750 each. Also, any excessive additional fees incurred in obtaining required audit evidence (i.e. bank confirmations) will be billed directly to the Board. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have

been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

Reporting

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

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

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

Very truly yours,



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

RESPONSE:

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

Management signature: _____

SIGN HERE

Title: _____



Date: _____



Governance signature: _____

SIGN HERE

Title: _____



Date: _____



CC: Mayor/Board of Alderman



May Board Report

See all event schedules attached

April Recap

Sewer Cutoff Notices- CodeRed

Training on New Platform with CodeRed

SpringDaze Market- Great traffic, local vendors and More!

Civic Lunch and Learn- Good attendance. Helpful information

Met with Focus regarding Park, MCC and Price Landing Cameras with PD

Attended Regular Board Meeting - item New Town Hall

Continued Social Media Posts

Budget Workshop - Parks, P&R

Employee Luncheon- Food Truck. 43 Attended

Met with Sign Shoppe regarding future projects and Capital Chevi Sponsorship

Staff Meeting

Walmart Ribbon Cutting with Staff

Worked with Lions Club on Price Landing Outdoor Classroom.

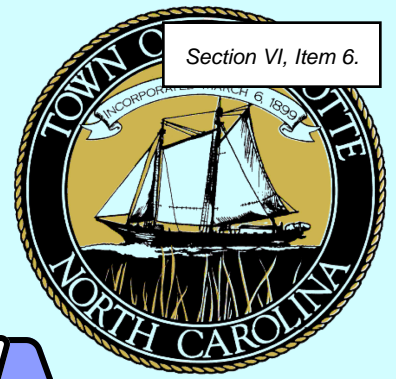
Promo ordered for events.

Logistics with staff on upcoming events

Staff Interview with HR

TDA Planning - Upcoming May Meeting

TWO EVENTS ONE LOCATION



**MAY
16**

MAYDAY MARKET

Local Vendors , Live
Band, Food Trucks

MAY 16

TOUCH A TRUCK

Police Cars, Fire Trucks,
Dump Trucks & More

Kids can receive free bike helmet
and tshirt while supplies last.

**BOTH EVENTS WILL BE HELD
AT SHALLOTTE RIVERWALK**

**158 Wall Street
9am-2pm**

WWW.TOWNOFSHALLOTTE.ORG



MEMORANDUM

TO: BOARD OF ALDERMEN
FROM: MIMI GAITHER, TOWN MANAGER
SUBJECT: MANAGER'S REPORT - NOVEMBER 2025 MEETING
DATE: 4.30.26

- Meet with Barrett McMullin re building permit 4.1.26
- Windphone dedication at Mulberry Park 4.1.26
- SKIF Grant reporting 4.2.26
- Town Hall Closed 4.3.26
- Met with McGill re Cinderella 4.6.26
- BOA Meeting – 4.7.26
- Phone Conference with McGill & Attorney M. Bouchard re Cinderella 4.8.26
- Budget Workshop 4.9.26
- Unemployment Conf called 4.10.26
- Budget Workshop 4.16.26
- Talking Points for legislature HB 432, Property Tax Webinar 4.17.26
- Budget Work 4.20 and 21.26
- Workshop Meeting 4.21.26
- Budget Workshop 4.23.26
- Sent Cinderella Declaration of Default and Intent to Terminate Letter 4.23.26
- Employee Appreciation Luncheon 4.24.26
- Teams Call with Old Republic Surety, Matt Bouchard, Vertex Engineer Reps. 4.29.26
- Staff Meeting 4.30.26

Project Update – Price Landing

The Town send a Default letter with intent to Termination to Cinderella and the Surety April 2, 2026. A subsequent Teams meeting was held with the Surety, Matt Bouchard, and representatives from the consulting firm Vertex Engineering who the Surety has hired to get the project done. They have planned to visit the site on May 4 and have asked the Town to give them a week to get a plan together.

Town Hall Complex

The BOA had a Teams meet with Creech and Samet to go over the surveys and come up with some cost saving ideas. The Samet contract is on the schedule for May 5th meeting.

Budget Workshop scheduled for May 7, 2026 at 5:15



Town of Shallotte

ACTION AGENDA ITEM

2026

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

ACTION ITEM #: _____
MEETING DATE: 5.5.26
DATE SUBMITTED: 4.30.26

ISSUE/ACTION REQUESTED: Old Republic Surety has asked for a week delay in the Intent to Terminate Contract for Cause action. **PUBLIC HEARING:** YES NO

BACKGROUND/PURPOSE OF REQUEST: Staff had a Teams meeting with Matt Bouchard, Old Republic and Vertex Engineering on 4.29.26. Old Republic has hired Vertex Engineering, who is a firm that specializes in construction advisory services, to evaluate the Project. They will be onsite on May 4th. They have asked for the delay of a week, to be able to assess current conditions and then come back with a plan and seek BOA approval for the path forward.

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 the one week delay.

FINANCE RECOMMENDATION: N/A

ATTACHMENTS:

- 1.

ACTION OF THE BOARD OF ALDERMEN

APPROVED:

ATTEST:

CLERK TO THE BOARD

DENIED:

DEFERRED

UNTIL: _____

SIGNATURE

OTHER:



Town of Shallotte

ACTION AGENDA ITEM

2026

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

ACTION ITEM #: _____
MEETING DATE: 5.5.26
DATE SUBMITTED: _____

ISSUE/ACTION REQUESTED: Approval of Samet Contract **PUBLIC HEARING:** YES NO

BACKGROUND/PURPOSE OF REQUEST: The contract for Samet has been worked out between attorneys, which include the USDA language. The preconstruction portion of the contract is \$131,962.00 of which we have paid \$30,000. The remainder of the contract will come back to the BOA when the final price is determined.

FISCAL IMPACT:

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

CONTRACTS/AGREEMENTS:

REVIEWED BY TOWN ATTORNEY: YES NO N/A

ADVISORY BOARD RECOMMENDATION: N/A

TOWN MANAGER'S RECOMMENDATION: Approval - MOG

FINANCE RECOMMENDATION: N/A

ATTACHMENTS:

1. Contract pages indicating price. Natalie will have full Contract for anyone who would like to review or have a copy.

ACTION OF THE BOARD OF ALDERMEN

APPROVED:

ATTEST:

CLERK TO THE BOARD

DENIED:

**DEFERRED
UNTIL:**

SIGNATURE

OTHER:

with reasonable promptness after receiving the Construction Manager’s written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. Pursuant to Section 1.1.10.1, the geotechnical engineer will be engaged by and through the Architect.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Construction Manager’s performance of the Work with reasonable promptness after receiving the Construction Manager’s written request for such information or services.

§ 4.2 Owner’s Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner’s representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in an agreement between the Owner and the Architect. The Owner may authorize the Architect to perform additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. Such services shall be provided in accordance with time schedules agreed to by the Owner, the Architect, and the Construction Manager. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the Owner’s agreement with the Architect, from which compensation provisions may be deleted.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager’s Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

«The lump sum of \$131,962.00, which amount shall be included as part of the Guaranteed Maximum Price to be established by Exhibit A – Guaranteed Maximum Price Amendment to allow for the accounting of the Project to be completed under one accounting budget. Until the initial Exhibit A – Guaranteed Maximum Price Amendment is executed, the Construction Manager’s Preconstruction Services costs will be invoiced monthly based on a schedule of values and the percentage of work completed against that schedule of values through the applicable pay period. Should the Owner and Construction Manager not execute an Exhibit A - Guaranteed Maximum Price Amendment, the

Construction Manager will be entitled to be paid its Preconstruction Services costs actually incurred, plus ten percent (10.0%) total overhead and profit on such costs.»

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager’s Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« See Exhibit C – Personnel Rate Summary »

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within «Ten» (« (10 »)) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager’s compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager’s invoice. Amounts unpaid « forty-five » (« 45 ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

« One percent (1%) per month pursuant to N.C.G.S. § 143-134.1. »

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager’s performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager’s Fee.

§ 6.1.2 The Construction Manager’s Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager’s Fee.)

«Five percent (5.0%) of the Cost of the Work »

§ 6.1.3 The method of adjustment of the Construction Manager’s Fee for changes in the Work:

«Per Section 7.2.3 of the A201–2017 General Conditions, as modified by the parties.»

§ 6.1.4 Limitations, if any, on a Subcontractor’s overhead and profit for increases in the cost of its portion of the Work:

«Per Section 7.2.3 of the A201–2017 General Conditions, as modified by the parties.»

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed « one hundred » percent (« 100 » %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

«Time is of the essence of this Agreement with respect to all dates or times specified in this Agreement, including, without limitation, the date(s) for achieving Substantial Completion. The Construction Manager acknowledges and agrees that if the Construction Manager fails to timely complete the Work within the Substantial Completion Date(s) set forth in Exhibit A to this Agreement, as such may be amended by Change Order pursuant to this Agreement, the Owner

Town of Shallotte Mayor Report

To: Board of Aldermen
From: Art Dornfeld Mayor
cc:
Date: 5 May 2026
Re: Mayor report for April 2026

April 6- Attended County Commissioner meeting

April 7-BOA Meeting. Meeting with two residents who live on Village Point rd about speeding on the road

April 9- Budget work shop(Admin)

April 14- CRCI ribbon cutting Thrift store Main st.

April 15- Attended Lunch and learn town hall

April 16- Attended County Local Emergency Planning Committee meeting. Budget workshop(Fire/Police)

April 20- Attended County Commissioners meeting

April 21- Town workshop (Town Hall) Letter in support of School Bond

April 27- Attended Southeastern Christian Academy Color Splash

SHALLOTTE BOARD OF ALDERMEN**REGULAR MEETING****April 7, 2026****5:15 P.M.**

The Shallotte Board of Aldermen met for a regular meeting on April 7, 2026 at 5:15 p.m. in the meeting chambers located at 110 Cheers Street with Mayor Art Dornfeld presiding.

Aldermen present: Gene Vasile, Bobby Williamson, Larry Harrelson, Jimmy Bellamy and Karmen Custer (5:25)

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

I. CALL TO ORDER

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

II. INVOCATION & PLEDGE

Katherine Moore delivered the invocation followed 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 with regard to any item on the agenda. None identified.

IV. AGENDA AMENDMENTS & APPROVAL OF AGENDA

A motion was made by Bobby Williamson seconded by Gene Vasile to make the following amendments and approve the amended agenda:

Under VI. Department Reports, 3. Planning add A. Street Lights Discussion.

Motion carried 4 yes 0 no.

V. PUBLIC COMMENTS**VI. DEPARTMENT REPORTS****1. POLICE****2. FIRE****3. PLANNING****A. Street Lights Discussion**

Following discussion regarding a letter received from Brunswick Electric Membership Corporation (BEMC) stating that streetlights could not be installed until actual home

construction begins—a departure from what has traditionally been required—it was the consensus of the Board to contact BEMC and request that its legal counsel draft a more legally binding document beyond a general letter.

4. PUBLIC UTILITIES

A. Bill Adjustment – Robert Moore

Alderman Vasile requested to abstain from voting on this item, and the Board concurred. A motion was made by Karmen Custer seconded by Bobby Williamson to deny the adjustment request. Motion carried 4 yes 0 no.

B. Summers Walk Ph. II Dedications

A motion was made by Gene Vasile seconded by Karmen Custer to approve Resolution 26-03 accepting dedication of streets, roads, cul-de-sacs, and rights-of-way and Resolution 26-04 accepting dedication of sewer collection lines and related equipment of Summers Walk Phase II. Motion carried 5 yes 0 no.

C. Biosolids Payment Options

A motion was made by Gene Vasile seconded by Larry Harrelson to approve the rate funded Option B – County funds capital costs upfront; participant repays its share through the Biosolids rate of \$1.96 per 1,000 gallons. Motion carried 5 yes 0 no.

5. FINANCE

6. PARKS & RECREATION

7. ADMINISTRATION

A. Resolution 26-06

A motion was made by Karmen Custer seconded by Gene Vasile to approve Resolution 26-06 Opposing state legislation that limits local property tax authority and threatens core public services. Motion carried 5 yes 0 no.

8. MAYOR

Mayor Dornfeld shared that Wayne Barbour from Capital Chevrolet had offered \$10,000 to sponsor the concert series.

VII. CONSENT AGENDA

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

- A. March 3, 2026 Regular Meeting Minutes
- B. March 13, 2026 Board Retreat Minutes
- C. March 17, 2026 Work Session 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 26-04
 Parcel IDs: 2140005702, 21300074 & 21300075
 Crystal Danford
 26.12 Acres +/-

VIII. DISCUSSION

IX. ADJOURN

A motion was made by Jimmy Bellamy seconded by Bobby Williamson to adjourn at 6:13 p.m.
Motion carried 5 yes 0 no.

Respectfully submitted,

Natalie Goins,
Town Clerk

DRAFT

SHALLOTTE BOARD OF ALDERMEN
BUDGET WORKSHOP
APRIL 9, 2026
5:15 P.M.

The Shallotte Board of Aldermen met for a budget workshop on April 9, 2026 at 5:15 p.m. in the meeting chambers located at 110 Cheers Street with Mayor Art Dornfeld presiding.

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

Aldermen absent: Larry Harrelson

Staff present: Mimi Gaither, Robert Waring, Isaac Norris and Natalie Goins

Governing Body

Building insurance 8.5% increase

Workers' compensation 6% decrease

Administration

State retirement increase from 14.35% to 15.1%

Health insurance expected to rise by 8%

COLA 2.8%

Merit 2%

Telephone expenses increased due to new email system (cost split btw. departments)

Garbage & recycling 1.5% increase

Lomali - new budgeting software (one time implementation cost + annual maintenance)

Planning

Upcoming employee retirement – duties to be redistributed

Increase in education & training - Planner I position

Engineering services cost decreased – local engineer for technical review & stormwater

Professional services increase reflects third party code enforcement (1 day/week \$26K) and \$24K

DA grant sidewalk match

\$5,000 demolition & abatement - will possibly be used for mobile home removals

Respectfully submitted,

Natalie Goins
Town Clerk

**SHALLOTTE BOARD OF ALDERMEN
BUDGET WORKSHOP
APRIL 16, 2026
5:15 P.M.**

The Shallotte Board of Aldermen met for a budget workshop on April 16, 2026, at 5:15 p.m. in the meeting chambers located at 110 Cheers Street with Mayor Art Dornfeld presiding.

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

Aldermen absent: Karmen Custer

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

I. CALL TO ORDER

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

II. TDA

A. TDA Member Approval

A motion was made by Jimmy Bellamy seconded by Gene Vasile to appoint Susan Barnes, the new Executive Director for the Brunswick County Chamber, to the Shallotte Tourism Development Authority board. Motion carried 4 yes 0 no.

III. DEPARTMENTS

A. Fire

Firefighter/EMT (January 1st)

Pursue SAFER grant in May? (6 positions)

Water rescue boat

Helmet camera systems (this year's budget)

Pumper fire truck (3 yr. lead time)

Upgrades/replacements: portable radios, fire attack hose, nozzles, SCBA equipment (grant funding)

New fire station – pursue grant funding

A motion was made by Larry Harrelson seconded by Gene Vasile to approve adding \$36,600 in operational items (structural turnout gear \$4500 + portable radio \$5000 for new firefighter position, fire attack hose \$16,000, portable radio lifecycle maintenance \$3,000, fire attack nozzle \$8,100), apply for grants, look at funding options for fire station beginning the RFQ process and pursue pricing for fire truck replacement. Motion carried 4 yes 0 no.

B. Police

Split town camera system coverage (est. cost \$20-\$25K)

Add one additional officer to balance shifts

Proposed outright purchase of four leased vehicles at end of 3 yr. lease

Consider outsourcing future vehicle maintenance/upfitting

Adjust FOP dues to align with calendar year

Increase equipment repair funding to address potential failures in existing vehicle equipment

IV. DISCUSSION

V. ADJOURN

A motion was made by Jimmy Bellamy seconded by Gene Vasile to adjourn the meeting at 6:10 p.m. Motion carried 4 yes 0 no.

Respectfully submitted,

Natalie Goins
Town Clerk

DRAFT

SHALLOTTE BOARD OF ALDERMEN**WORK SESSION MEETING****APRIL 21, 2026****5:15 P.M.**

The Shallotte Board of Aldermen met for a work session on April 21, 2026, at 5:15 p.m. in the meeting chambers located at 110 Cheers Street with Mayor Art Dornfeld presiding.

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

Staff present: Mimi Gaither, Robert Waring, Dan Formyduval, Isaac Norris, Natalie Goins, Megan Bellamy, Paul Dunwell and Jeremy Dixon.

I. CALL TO ORDER

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

II. AGENDA AMENDMENTS & APPROVAL OF AGENDA**III. CLOSED SESSION**

Pursuant to N.C.G.S. 143-318.11 (a) (3), a motion was made by Gene Vasile seconded by Larry Harrelson to go into closed session to consult with the attorney in order to protect the attorney-client privilege. Motion carried 5 yes 0 no.

Attorney Matt Bouchard from Poyner Spruill joined the meeting via Teams to discuss the Price Landing Project with Cinderella Partners Inc.

A motion was made by Jimmy Bellamy seconded by Gene Vasile to resume regular session at 5:38 p.m. Motion carried 5 yes 0 no. A motion was made by Karmen Custer seconded by Gene Vasile to declare Cinderella Partners Inc. in default and to send a letter of declaration of default and intent to terminate the contract for cause. Motion carried 5 yes 0 no.

Kirstie White joined the meeting at 5:39 p.m.

IV. TOWN HALL PROJECT

Rusty Miller and Peter Wasmer from Creech and Associates, and Jason Lovelace and David Bollenbacher from Samet, joined the meeting via Teams to discuss the questionnaire responses from the Board regarding desired changes to the town hall complex project. The Board asked the design team to return with revised cost estimates incorporating removal of lighthouse feature, elimination of EOC designation (keeping space as multipurpose), removal of gym, and scaled-down landscaping.

V. DISCUSSION

- HB 432

Town Manager Mimi Gaither reviewed House Bill 432, which passed the House and moved to the Senate, requiring a supermajority to place a constitutional amendment for property tax caps on the November referendum ballot. She reviewed Shallotte specific impacts and emphasized how uniform caps were unfair to smaller municipalities. She noted Board members were encouraged to contact legislators to express their concerns.

The Board discussed the Brunswick County Schools bond referendum and agreed to send a letter of support.

VI. ADJOURN

A motion was made by Jimmy Bellamy seconded by Gene Vasile to adjourn at 6:41 p.m. Motion carried 5 yes 0 no.

Respectfully submitted,

Natalie Goins
Town Clerk

DRAFT



Town of Shallotte

ACTION AGENDA ITEM

2026

TO: Board of Alderman

ACTION ITEM #:

FROM: Ashley White, Human Resources Manager
EXT. #

MEETING DATE: 05/05/2026

DATE SUBMITTED: 04/14/2026

ISSUE/ACTION REQUESTED: Updates to TOS Personnel Policy

PUBLIC HEARING: YES NO

BACKGROUND/PURPOSE OF REQUEST:

We are requesting a updates to our TOS Personnel Policy to update and/or clarify language associated with the following policies:

- Article III Section 13: Standby and Call-back Pay
- Article IV Section 4: Probationary Period
- Article VII Section 26: Adverse Weather Conditions

I respectfully submit this for your approval.

FISCAL IMPACT:

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

CONTRACTS/AGREEMENTS:

REVIEWED BY TOWN ATTORNEY: YES NO N/A

ADVISORY BOARD RECOMMENDATION:

TOWN MANAGER'S RECOMMENDATION: *approval - Mag*

FINANCE RECOMMENDATION:

ATTACHMENTS:

1. Policy Revisions of all policies
- 2.
- 3.

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

Whenever practical, departments will schedule time off on an hour-for-hour basis within the applicable work period for non-exempt employees, instead of paying overtime. When time off within the work period cannot be granted, overtime worked will be compensated in accordance with the FLSA.

In emergency situations, where employees are required to work long and continuous hours, the Town Manager may approve compensation at time and one-half for those hours worked and/or grant time off with pay for rest and recuperation to ensure safe working conditions.

Compensatory leave balances may not exceed 240 hours except for public safety employees (sworn police) who may not accrue more than 480 hours. Any overtime worked after such maximum balances must be compensated in pay. The Manager will be notified whenever a compensatory balance exceeds 100 hours.

Non-exempt employees, with prior approval from their supervisor, may choose to work through their meal break once per pay period. Working through a meal break is a privilege granted by the Town and should be used on an occasional basis, rather than as a regular practice, to avoid disruption of workflow. Requests should be submitted in advance to the employee's supervisor and must be approved by the employee's supervisor.

Exempt Employees

Employees in positions determined to be "exempt" from the FLSA (as Executive, Administrative or Professional staff) are paid on a salary basis and will not receive pay for hours worked in excess of their normal work periods. These employees may be granted occasional compensatory leave by their supervisor where the convenience of the department allows and in accordance with procedures established by the Town Manager. Such compensatory time is not guaranteed to be taken and ends without compensation upon separation from the organization.

In declared disaster or emergency situations requiring long and continuous hours of work, exempt employees may be compensated at a rate of up to time and one half and/or be granted time off with pay for rest and recuperation to ensure safe working conditions for the duration of the emergency period, as authorized by the Town Manager.

Section 13. Standby and Call-back Pay

The Town provides a continuous twenty-four hour a day, seven day a week service to its customers. Therefore, it is necessary for certain employees to respond to any reasonable request for duty at any hour of the day or night. A 'request for duty' includes, but is not limited to, formal calls for service, electronic notifications, or the observation of an emergent situation that requires immediate intervention based on the employee's job role. One of the conditions of employment with the Town is the acceptance of a share of the responsibility for continuous service, in accordance with the nature of each job position. If an employee fails to respond to reasonable calls for emergency service, either special or routine, the employee shall be subject to disciplinary actions up to and including dismissal.

Call-back

Non-exempt employees will be guaranteed a minimum payment of two hours of wages or compensatory time for being called back to work outside of normal working hours. Hours actually worked while on call-back are calculated beginning when the employee reports to the work site and are added to the regular total of hours worked for the week. "Call-back" provisions do not apply to previously scheduled overtime work (scheduled in advance).

Standby

Non-exempt employees required to be on "standby" duty will be paid for one day (8 or 8.4 hours) of work for each week (approximately 128 hours, excluding work time) of standby time they serve. Standby compensation for less than one full week shall be determined by the ratio of .04 hours of pay per one hour of standby time. Hours actually worked while on standby are calculated beginning when the employee reports to the work site and are added to the regular total of hours worked for the week. Standby time is defined as that time when an employee must carry a communication device (on-call phone, cell phone, radio) and must respond immediately to calls for service.

appointments and the starting salary for all applicants to the Town Manager. The Town Manager shall approve appointments and the starting salary for all applicants.

Section 4. Probationary Period

All newly employed individuals shall participate in a new employee orientation which shall include, at a minimum, the completion and explanation of all required forms and documents, an overview of Town and Department policies and an explanation of probationary employee expectations and procedures.

An employee appointed or promoted to a permanent position shall serve a probationary period. Employees shall serve a six-month probationary period, except that employees in sworn police positions and Department Heads shall serve a twelve-month probationary period. Employees hired as "trainees" shall remain on probation until the provisions of their traineeship are satisfied. During the probationary period, supervisors shall monitor an employee's performance and communicate with the employee concerning performance progress. Employees serving a six-month probationary period shall have a review at the conclusion of three months and at the conclusion of the six month period; twelve-month probation shall have a probationary review at the end of three six and eight twelve months as well as before the end of twelve months. This is a period of adjustment and learning. It is time for the employee and the Town to ensure that this is the proper career path for the employee. The employee is not guaranteed employment during the probationary period upon the completion of the probationary period.

An important purpose of the probationary period is to provide an opportunity for the new employee to adjust to the new job. Likewise, it serves as a trial period during which the employee demonstrates his or her ability to perform the work, to accept additional responsibility, to demonstrate good work habits and to work well with the public and fellow employees. Before the end of the probationary period, the supervisor shall conduct a performance evaluation conference with the employee and discuss accomplishments, strengths, and needed improvements. A summary of this discussion shall be documented in the employee's personnel file. The supervisor shall recommend in writing whether the probationary period should be completed, extended, or the employee transferred, demoted, or dismissed. With approval of the Human Resources Manager, probationary periods may be extended for a maximum of six additional months.

Disciplinary action, including demotion and dismissal, may be taken at any time during the probationary period of a new hire without following the steps outlined in this policy for disciplinary action. A probationary employee dismissed during the probationary period is not eligible for terminal pay for accrued vacation leave.

A promoted employee who does not successfully complete the probationary period may be transferred or demoted to a position in which the employee shows promise of success. If no such position is available, the employee shall be dismissed. Promoted and demoted employees who are on probation retain all other rights and benefits.

Section 5. Promotion

Promotion is the movement of an employee from one position to a vacant position in a class assigned to a higher salary range. It is the Town's policy to create career opportunities for its employees whenever possible. The Town will balance three goals in the employment process:

- 1) the benefits to employees and the organization of promotion from within;
- 2) providing equal employment opportunity and a diversified workforce to the community; and
- 3) obtaining the best possible employee who will provide the most productivity in that position.

Therefore, except in rare situations where previous Town experience is essential (such as promotions to Police Sergeant), or exceptional qualifications of an internal candidate so indicate, the Town will consider external and internal candidates rather than automatically promote from within. Candidates for promotion shall be chosen on the basis of their qualifications and their work records. Internal candidates shall apply for promotions using the same application process as external candidates.

Section 26. Adverse Weather Conditions

In the event of adverse weather conditions, Town offices and departments shall remain open for the full scheduled workday unless authorization for early closing or other deviation from regular business hours is received from the Town Manager. All departments and offices shall receive advance notice of any authorized early closing or delayed opening.

The Town of Shallotte has a responsibility to provide essential services even during periods of adverse weather or other emergency conditions. Adequate staff are required to operate these critical services seven days per week and 24 hours per day in all weather. Department heads shall designate which employees are essential employees required to report to work regardless of weather or other emergency conditions. The list of essential employees by position shall be provided to the Town Manager and Human Resources Manager

Compensation

Non-essential employees will be paid for those hours worked prior to and after the event that caused the Town Manager to close, delay, or cancel Town offices and/or services. If Town offices and/or services remain closed for a standard business workday or more, the Town Manager will have the authority to grant leave with pay for adverse weather conditions not to exceed ~~24 hours~~ 3 days based on the accrual rate for that department per fiscal year (10.6 Fire, 8.5 Police, 8 Admin/Maint).

Those employees designated by their Department Head as being essential employees and who must work to maintain the safety and well-being of the Town during adverse weather conditions will be compensated based on the following:

- Non-exempt employees will receive their base rate of pay for all hours worked in accordance with all applicable Town policies and Fair Labor Standards Act (FLSA) related to compensation. In addition, employees will receive one day of adverse weather pay for each day worked during adverse weather conditions, not to exceed three (3) days per fiscal year, based on the current accrual rate for that department (10.6 Fire, 8.5 Police, 8 Admin/Maint). These hours will not be included when calculating overtime pay.

If the Town Manager authorizes a delayed opening or early closure for non-essential employees, essential employees shall be credited hours worked during the affected period using department multipliers (Fire: 1.33 hours per hour worked; Police: 1.07 hours per hour worked). Credited hours apply only to the affected period and may be used shall be applied to adverse weather pay. They shall not count toward overtime unless required by FLSA or during a declared State of Emergency, and do not apply to full-day closures.

- Exempt employees will receive their base rate of pay for all hours worked not to exceed forty (40) hours. Exempt employees who have worked in excess of forty (40) hours during adverse weather conditions will receive eight (8) hours of compensatory time per day worked, not to exceed twenty-four (24) hours per fiscal year. In addition, if the State of Emergency declaration is proclaimed for the Town, all exempt employees will be compensated for any time worked in excess of forty (40) hours in a standard seven-day workweek at one and one-half (1 ½) times the regular hourly rate.

Employees who leave work before an official early closing time, as well as employees who report for work late or do not report for work because of adverse weather conditions may use earned vacation or



Proclamation

Town of Shallotte

Whereas, firefighters across our nation courageously serve their communities—risking their lives to protect people, property, and natural resources; and

Whereas, each year, firefighters make the ultimate sacrifice in the line of duty, demonstrating unparalleled dedication, bravery, and selflessness; and

Whereas, the National Fallen Firefighters Foundation honors these heroes by hosting the National Fallen Firefighters Memorial Weekend on May 2–3, 2026, a time when communities across the country pause to remember and pay tribute to fallen firefighters; and

Whereas, on Sunday, May 3, 2026, Fallen Firefighters Memorial Day offers a solemn opportunity to reflect on the sacrifices made by firefighters and their families, and to express our collective gratitude for their unwavering commitment to public safety; and


Whereas, it is fitting that the Town of Shallotte joins the nation in honoring these courageous individuals, supporting their families and colleagues, and recognizing the essential service provided by firefighters every day; and

Whereas, our community is strengthened and safeguarded by the dedication of firefighters who stand ready at all hours to respond to emergencies, protect lives, and uphold the highest ideals of service.

Now, therefore, I, Art Dornfeld, Mayor of the Town of Shallotte, do hereby proclaim May 2–3, 2026, as National Fallen Firefighters Memorial Weekend, and May 3, 2026, as Fallen Firefighters Memorial Day in the Town of Shallotte, and encourage all residents, businesses, and community organizations to join in honoring the memory of our fallen firefighters and expressing appreciation for all who continue to serve.

In Testimony Whereof, I have hereto set my hand and caused to be affixed the official seal of the Town of Shallotte in the State of North Carolina this, the 28th day of April 2026.




Art Dornfeld, Mayor



Proclamation Town of Shallotte

That Whereas, in 1962 the United States Congress and the President of the United States designated May 15th as “Peace Officers’ Memorial Day” and the week in which May 15th falls as “National Police Week”; and

Whereas, the members of the Police Department of the Town of Shallotte, North Carolina play an essential role in safeguarding the rights and freedoms of Shallotte; and

Whereas, it is important that all citizens know and understand the duties, hazards, responsibilities, and sacrifices of their Police Department; and

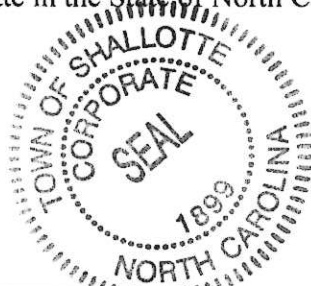
Whereas, members of our Police Department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

Whereas, the men and women of the Police Department of the Town of Shallotte unceasingly provide a vital public service.

Now, therefore, I, Art Dornfeld, Mayor of the Town of Shallotte, North Carolina, do hereby call upon all citizens, as well as all patriotic, civic, and educational organizations, to observe the week of May 10 through May 16, 2026, as “Police Week” in the Town of Shallotte, honoring the law enforcement officers—past and present—who, through their faithful and devoted service, have demonstrated an unwavering commitment to their duties and to the communities they serve, thereby earning a lasting and distinguished reputation for preserving the rights, safety, and security of all citizens.

Further, I call upon all citizens of the Town of Shallotte to observe, May 15th, 2026, as “Peace Officers’ Memorial Day” in honor of those Law Enforcement Officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty; and let us recognize and pay respect to the survivors of our fallen heroes.

In Testimony Whereof, I have hereto set my hand and caused to be affixed the official seal of the Town of Shallotte in the State of North Carolina this, the 5th day of May 2026.



Art Dornfeld
Art Dornfeld, Mayor



Town of Shallotte Board of Aldermen
ACTION AGENDA ITEM
2026

TO: Board of Aldermen

ACTION ITEM #: _____

FROM:

MEETING DATE: 05/05/2026

DATE SUBMITTED: _____

ISSUE/ACTION REQUESTED: _____ **PUBLIC HEARING:** YES NO

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

1295 Village Point Road, LLC. has submitted a performance guarantee for the construction of sidewalks within the Forest Run subdivision. The guarantee is in the form of a surety bond issued by The Main Street America Group.

The bond is in the amount of \$147,546 which is 125% of the estimated amount of work for the incomplete infrastructure.

This estimate has been confirmed by the Town’s engineer.

FISCAL IMPACT:

BUDGET AMENDMENT REQUIRED: YES NO

CAPITAL PROJECT ORDINANCE REQUIRED: YES NO

PRE-AUDIT CERTIFICATION REQUIRED: YES NO

REVIEWED BY DIRECTOR OF FISCAL OPERATIONS YES NO

CONTRACTS/AGREEMENTS:

REVIEWED BY TOWN ATTORNEY: YES NO N/A

ADVISORY BOARD RECOMMENDATION:

STAFF RECOMMENDATION:

FINANCE RECOMMENDATION:

ATTACHMENTS:

1. Agreement
2. Engineers Estimate
3. Surety

ACTION OF THE BOARD OF ALDERMEN

APPROVED:

ATTEST:

CLERK TO THE BOARD

DENIED:

**DEFERRED
UNTIL:**

SIGNATURE

OTHER:

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

AGREEMENT

THIS AGREEMENT, made and entered into this the ___ day of May, 2026, by and between the **TOWN OF SHALLOTTE**, a North Carolina municipal corporation, party of the first part (hereinafter referred to as “Town”) and 1295 Village Point Road LLC, a North Carolina limited liability company, party of the second part (hereinafter referred to as “Developer”):

WITNESSETH

THAT WHEREAS, Town has adopted an ordinance known as the “Town of Shallotte Unified Development Ordinance” (hereinafter referred to as the “UDO”), pertaining, in part, to the zoning, annexation, subdivision and development of real property located within the corporate and extra-territorial limits of Town; and

WHEREAS, Developer is the owner and developer of a Development known as Forest Run located within the corporate and extra-territorial limits of Town (hereinafter referred to as “Forest Run”); and

WHEREAS, Developer now seeks to obtain the Town’s approval of the final plat for Forest Run; and

WHEREAS, the parties have agreed upon the terms and conditions upon which approval will be issued by Town as to the Final Plat and the parties desire to reduce to writing the provisions, terms and conditions of their agreement;

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein to be kept and performed, the parties agree as follows:

1. Descriptions. A perimeter description of Forest Run is contained in a survey plat on file with Town.

2. Infrastructure. Developer agrees, at Developer's sole expense, to construct all sidewalks adjacent to the streets in Forest Run, as also set forth in Exhibit A and additionally described as 1 sidewalk (5 ' width) as set forth on Engineer's Bond Estimate Project: Forest Run as set forth on Exhibit A.

3. Time. All improvements described on Exhibit A shall be constructed on or before May 7, 2027.

4. Costs. Developer shall be solely responsible for all costs associated with the construction of infrastructure described in paragraph 2 above.

5. Security for Costs. As security for the payment and completion of the sidewalk infrastructure required to be installed and paid by Developer, Developer shall obtain a surety bond binding to the Town in the amount of \$147,546.00 for Forest Run to secure the costs of installing all required sidewalks in Forest Run.

Failure of the Developer to complete said infrastructure as set forth in paragraph 2 on or before May 7, 2027 in a manner acceptable to Town's Engineer shall constitute a material breach of this Agreement and the Town may draw upon the applicable cash bond in an amount sufficient to cover all remaining costs and expenses necessary to complete the infrastructure described in paragraph 2.

6. Miscellaneous.

a. Approval of Town Engineer. All improvements and infrastructure to be constructed by Developer are subject to approval by Town's Engineer.

b. The completion dates set forth above may be extended only by written agreement of the parties but the Town shall be under no affirmative obligation to extend the completion dates set forth above. In order for a requested extension to be considered by Town, Developer must request the extension in writing at least forty-five (45) days prior to the completion date.

c. The sidewalks in paragraph 2 shall be dedicated to the Town immediately upon their completion and approval by the Town's Engineer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be fully executed by their duly authorized officers by authority of their respective boards and, in the case of Town, by authority of its resolution duly adopted at its meeting of _____, effective the day and year first above written.

THE TOWN OF SHALLOTTE

BY: _____
Mayor

ATTEST:

Town Clerk

1295 Village Point Road LLC

BY: _____

(Name)
(Title)

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

I, _____, Notary Public for said State and County, certify that _____ 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 Manager of 1295 Village Point Road LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by him as manager.

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

_____, Notary Public

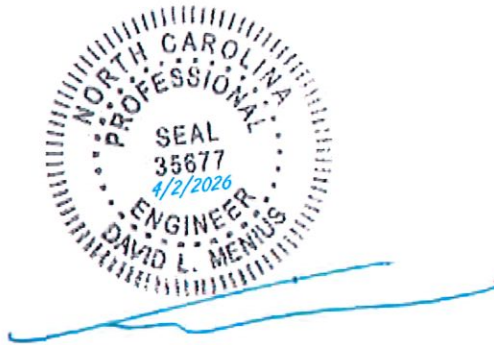
My commission expires: _____

EXHIBIT A

ENGINEER'S BOND ESTIMATE
PROJECT: FOREST RUN
OWNER: 1295 VILLAGE POINT ROAD, LLC
ENGINEER: STROUD ENGINEERING, P.A.
DATE: APRIL 2, 2026

NO. DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1 SIDEWALK (5' WIDTH)	7,026	LF	\$21.00	\$147,546.00

Total Estimated Cost to Complete Construction: \$147,546.00





THE MAIN STREET AMERICA GROUP



Bond No. S352851

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, we, 1295 Village Point Road, LLC, as Principal, and NGM Insurance Company, 55 West Street, Keene, NH 03431, as Surety, are held and firmly bound unto the Town of Shallotte, NC, as Obligee, in the full and just sum of One Hundred Forty Seven Thousand Five Hundred Forty Six Dollars & 00/100 (\$ 147,546.00) for the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is the owner of a certain tract of land in Brunswick County more particularly described as follows: Forest Run

WHEREAS, The Principal has entered into an agreement with the Obligee, wherein the Principal agrees to construct the following: 1 Sidewalk (5' Width) in said tract.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall faithfully perform the terms of said agreement on its part shall fully indemnify and save harmless the Obligee from all cost and damage which the Obligee may suffer by reason of failure so to do and shall fully reimburse and repay the Obligee all outlay and expense which the Obligee may incur in making good such default, then this obligation shall be null and void, otherwise it shall remain in full force and effect. The bond is in full force, with no renewal documents provided by Surety until such time as a written release is received by the Obligee.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 21st day of April, 2026.

1295 Village Point Road, LLC

Attest _____

BY: _____ (Seal)
_____, President

NGM Insurance Company

Attest J.P. Lowrey
James P. Lowrey

BY: Jennifer Underhill (Seal)
Jennifer Underhill, Attorney-in-Fact

Surety Phone No. 904-380- 7282



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint James P Lowrey, John R Halderman Jr, Megan J Schlueter, Michele Wood, Jennifer Underhill -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Twenty Five Million Dollars (\$25,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Secretary and its corporate seal to be hereto affixed this 24th day of August, 2023.

NGM INSURANCE COMPANY By:

[Handwritten signature of Lauren K. Powell]

Lauren K. Powell
Vice President, Corporate Secretary



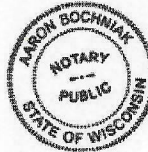
State of Wisconsin,
County of Dane.

On this 24th day of August, 2023, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 24th day of August, 2023.

[Handwritten signature of Notary Public]

My Commission Expires May 21, 2027



I, Andrew Rose, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this 21st day of April, 2026.

[Handwritten signature of Andrew Rose]

Andrew Rose, Vice President

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.



Town of Shallotte Board of Aldermen
ACTION AGENDA ITEM
2026

TO: Board of Aldermen

ACTION ITEM #: ANX 26-06

FROM: Brandon Eaton, Planner II

MEETING DATE: 05/05/2026

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 # 1970007504 on behalf of Omnistorage, Inc.

PUBLIC HEARING: YES NO

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

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

Petition Requesting Voluntary Contiguous Annexation

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

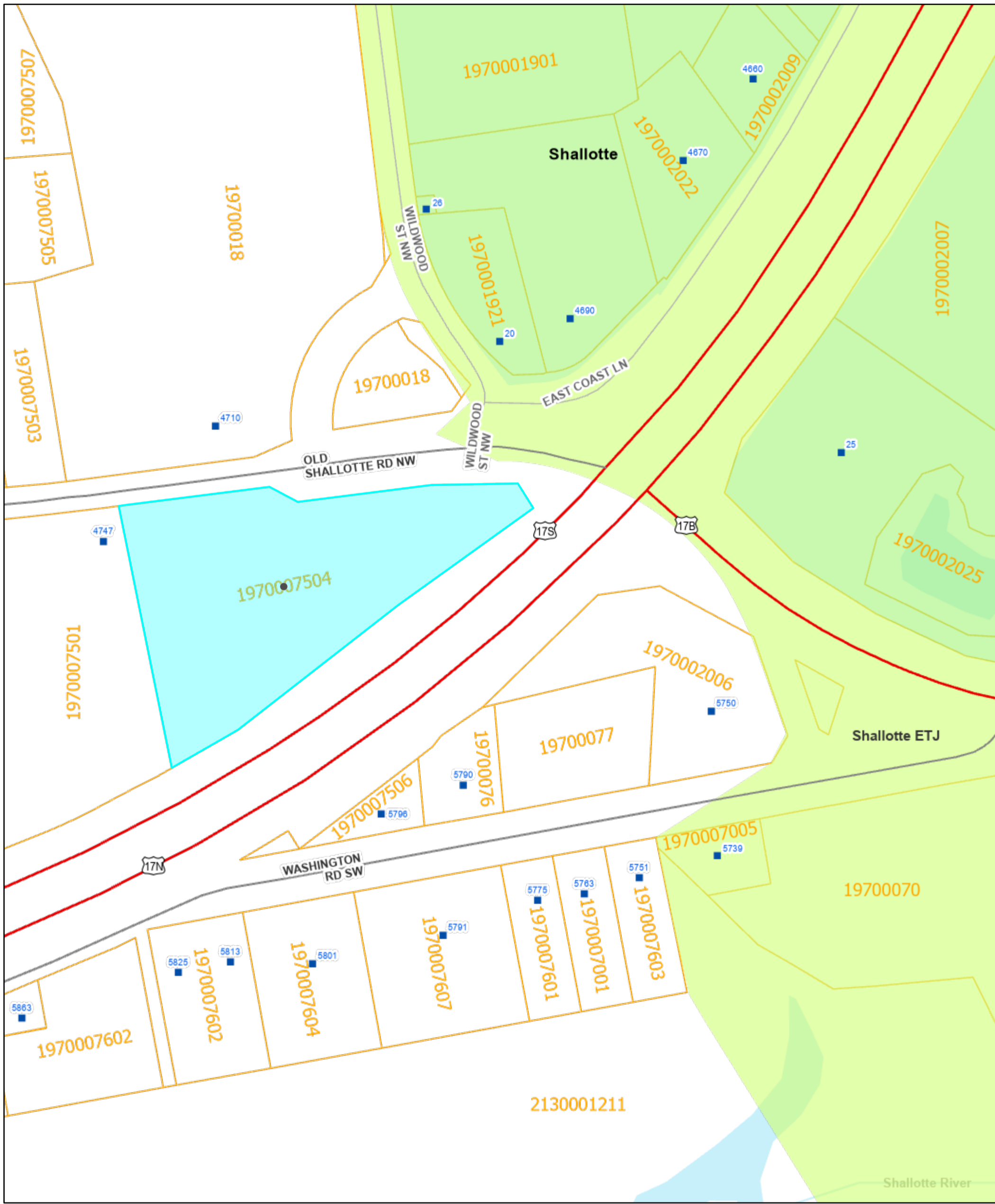
1. We the undersigned owner(s) of real property respectfully request that the area described in paragraph 2 below be annexed to the TOWN OF SHALLOTTE.
2. The area to be annexed is contiguous to the Town of Shallotte and the boundaries of such territory are described in the attached metes and bounds description (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,

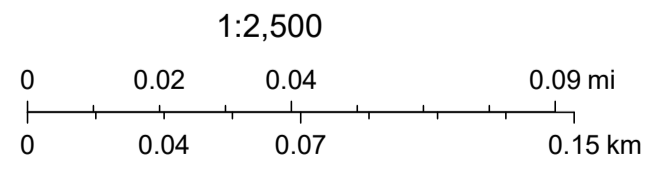
Printed Name	Mailing Address	Parcel ID #(s)	Vested Rights?	Signature	Date
OmniStorage Inc. by George H. Holder, President	4712 Goose Lane SW, Shallotte, NC 28470	1970007504	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>George H. Holder</i>	dotloop verified 04/29/26 3:55 PM EDT TDYN-NNRK-JNMK-IBQB
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
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			<input type="checkbox"/> Yes <input type="checkbox"/> No		

Brunswick County GIS Data Viewer



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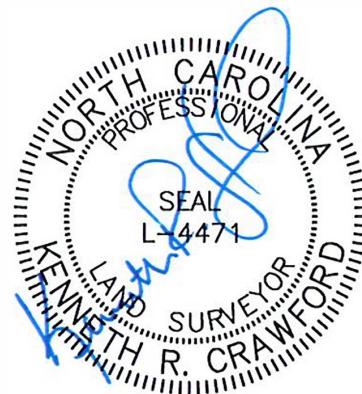
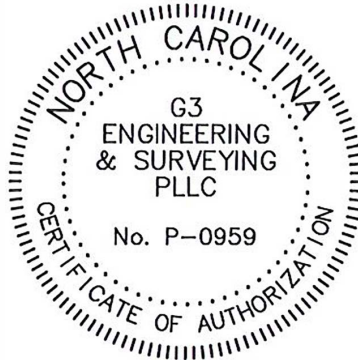
- County Boundary
- Parcels
- Municipalities
- Shallotte City
- Shallotte ETJ
- Roads
- US Hwy
- State Road
- Minor
- Addresses



AS-SURVEYED LEGAL DESCRIPTION

ALL AND SINGULAR, THAT CERTAIN PIECE, PARCEL, OR LOT OF LAND, WITH ANY IMPROVEMENTS THEREON, SITUATE, LYING, AND BEING IN SHALLOTTE TOWNSHIP, BRUNSWICK COUNTY, NORTH CAROLINA, BEING BOUND ON THE NORTH BY OLD SHALLOTTE ROAD NW (PUBLIC R/W VARIES), ON THE EAST BY OLD SHALLOTTE ROAD NW (PUBLIC R/W VARIES), ON THE SOUTH BY U.S. HIGHWAY 17 (PUBLIC R/W VARIES), ON THE WEST BY PRIME STORAGE SHALLOTTE, LLC AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" REBAR, ON THE SOUTHERN EDGE OF OLD SHALLOTTE ROAD (PUBLIC R/W VARIES) BEING THE COMMON PROPERTY CORNER WITH PRIME STORAGE, LLC AND OMNISTORAGE, INC. A NORTH CAROLINA BUSINESS CORPORATION THENCE ALONG THE SOUTHERN EDGE OF OLD SHALLOTTE ROAD A BEARING OF N 82°01'12" E, A DISTANCE OF 288.57 FEET TO A N.C.D.O.T. R/W MONUMENT, THENCE A BEARING OF S 62°51'11" E, A DISTANCE OF 61.08 FEET TO A N.C.D.O.T. R/W MONUMENT, THENCE A BEARING OF N 82°09'51" E, A DISTANCE OF 255.82 FEET TO A N.C.D.O.T. R/W MONUMENT, THENCE A BEARING OF N 88°21'31" E, A DISTANCE OF 164.21 FEET TO A N.C.D.O.T. R/W MONUMENT, THENCE A BEARING OF S 33°03'20" E, A DISTANCE OF 25.51 FEET TO A N.C.D.O.T. R/W MONUMENT, THENCE A BEARING OF S 33°03'20" E, A DISTANCE OF 29.87 FEET TO A N.C.D.O.T. R/W MONUMENT, THENCE ALONG THE NORTHERN EDGE OF U.S. HIGHWAY 17 (PUBLIC R/W VARIES) A BEARING OF THENCE A BEARING OF S 53°50'10" W, A DISTANCE OF 50.62 FEET TO A N.C.D.O.T. R/W MONUMENT, THENCE A BEARING OF S 53°50'10" W, A DISTANCE OF 264.47 FEET TO A N.C.D.O. T. R/W MONUMENT, THENCE A BEARING OF S 51°40'30" W, A DISTANCE OF 184.53 FEET TO A N.C.D.O.T. R/W MONUMENT, THENCE A BEARING OF S 51°41'41" W, A DISTANCE OF 201.29 FEET TO A N.C.D.O.T. R/W MONUMENT, THENCE ALONG A CURVE TO THE RIGHT A CHORD BEARING OF S 59°01'06" W, A CHORD DISTANCE OF 104.35 FEET (RADIUS=3,206.06 FEET, DELTA=01°51'54") TO A N.C.D.O.T. R/W MONUMENT, THENCE WITH A COMPOUND CURVE RIGHT A CHORD BEARING OF S 60°27'17" W, A CHORD DISTANCE OF 40.10 FEET (RADIUS=3,206.06 FEET, DELTA=00°43'00") TO A 5/8" IRON REBAR FOUND, THENCE ALONG THE LANDS OF PRIME STORAGE SHALLOTTE, LLC A BEARING OF N 12°10'47" W, A DISTANCE OF 504.63 FEET AND POINT OF BEGINNING AND CONTAINING 5.05 ACRES± (219,902 SQUARE FEET±)



KENNETH R. CRAWFORD
NORTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. L-4471



Town of Shallotte Board of Aldermen
ACTION AGENDA ITEM
2026

Section VIII, Item 1.

TO: Board of Aldermen

ACTION ITEM #: SUP # 21-52

FROM: Robert Waring, Planning Director

MEETING DATE: 05/05/2026

DATE

SUBMITTED:

ISSUE/ACTION REQUESTED:

(1) Conduct a quasi-judicial hearing for the proposed revisions to the approved Special Use Permit (SUP) as submitted by the Tides of Shallotte, LLC. to move the construction of a public walking path to the development's final phase.

(2) Consider specific aspects of the proposed revision, consider conditions specific to the revision's impacts, and consider approval of the revised SUP application & plan.

PUBLIC YES NO

HEARING:
5/5/26

BACKGROUND/PURPOSE OF REQUEST:

The Tides project is a multi-phase apartment project consisting of approximately 397 units that are currently being constructed in 7 phases. The initial SUP was approved by the Board of Aldermen on 9/07/2021.

The Board put in place several conditions with the initial SUP approval; one of which that a 10' wide public walking path be constructed with the project. The Town intends to connect to this pathway with a future expansion of the Riverwalk project.

The applicant has proceeded with construction and completed Phase 1 through 4.

The applicant has requested that the phasing plans be revised to allow construction of the walkway shown on their plans to take place in the final phase of construction. Staff felt that the requested change should go back to the Board for their approval. Staff has observed no issues with project construction/development.

The Board should review the six findings and consider their approval of each based upon the material and testimony provided during the hearing. Note, since this is a revision to a project that is well underway, the Board should limit their focus to the changes requested by the applicant and the remaining work.

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: NA

TOWN ADMINISTRATOR’S RECOMMENDATION:

Staff typically develops conditions that may be applied by the Board when reviewing SUP requests. Staff’s draft conditions focus on the requested revision.

These conditions can revised or removed by the Board. The applicant will need to indicate their consent to the conditions at the SUP hearing.

1. The conditions approved with the initial SUP remain in place; and
2. An easement over the area public walking path be recorded prior to additional final approval of future phases; and
3. The applicant indicates acceptance of these conditions.

FINANCE RECOMMENDATION: NA

ATTACHMENTS:

1. Revised SUP Application
2. Revised Phasing Plans
3. Applicants’ Supplemental Information
4. Approved findings from 2021 hearing
5. Draft Findings

ACTION OF THE BOARD OF ALDERMEN

APPROVED:

ATTEST:

CLERK TO THE BOARD

DENIED:

DEFERRED

UNTIL:

SIGNATURE

OTHER:

The Tides of Shallotte, LLC
639 Executive Place, Suite 400
Fayetteville, NC 28305

March 25th, 2026

Town of Shallotte, Technical Review Committee,
Planning Board, & Board of Alderman:

Attached is a Special Use Permit application from The Tides of Shallotte, LLC referencing The Tides community located at 4568 Tides Way, Shallotte. The intent of the application to seek approval to reclassify a Proposed 10' Public Path located behind garage #1 from Phase 5 to Phase 7. The reclassification will not modify any design elements of the approved SUP #21-52.

We appreciate your consideration of our request.

Thank you,

Watson Caviness



APPLICATION FOR SPECIAL USE

<i>Official Use Only</i>	
P&Z #:	_____
Date Rec'd:	_____
Rec'd By:	_____
Amount Paid: \$	_____

ALL MATERIAL NEEDED SUPPORT THIS APPLICATION WILL HAVE TO BE PRESENTED BY THE APPLICANT AT THE SUP HEARING

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

All applications for special use must be complete and accompanied by the permit fee of \$360.00 (150.00 application, \$180.00 public notice fee, \$30.00 recording fee), payable in cash or by check made to the Town of Shallotte. Applicants will also be responsible for any additional cost of public notices, which will be billed at a later time. All fees must be paid in full before a Zoning Permit will be issued and before an application will be submitted for review by the Board of Aldermen. Applicants or their agents are responsible for attending the Board of Aldermen meeting where this application will be considered.

Article 10 of the Town of Shallotte Unified Development Ordinance regulates which uses are conditional within the zoning districts in the Town's zoning jurisdiction. Special uses must be approved by the Board of Aldermen. All special uses must satisfy all standards in Section 6-8(B). Most special uses are also required to submit site and landscaping plans. Any plans required to be submitted shall be considered part of this application and special use permits issued are subject to the approved plans.

Project Name: <u>The Tides</u>		
SECTION 1: APPLICANT INFORMATION		
Applicant Name: <u>The Tides of Shallotte, LLC</u>		
Mailing Address: <u>639 Executive Place Suite 400 Fayetteville, NC 28305</u>		
Phone: <u>910-481-0503</u>	Fax: _____	Email: <u>casey@cavinessandcates.com</u>
SECTION 2: PROPERTY OWNER INFORMATION (if different from above)		
Owner Name(s): _____		
Mailing Address: _____		
Phone: _____	Fax: _____	Email: _____
SECTION 3: PROPERTY INFORMATION		
Street Address and/or Description of Location: <u>4568 Tides Way Shallotte, NC 28470</u>		
Parcel ID #(s): <u>portion of 108820928230, portion of 109817012327</u>	Total Site Acres or Square Feet: <u>50.301ac</u>	
Current Zoning District(s): <u>Multi-Family Residential MF-10</u>		
SECTION 4: USE INFORMATION		
Detailed Description of Proposed Use (attach additional sheets as necessary): <u>Multi-family dwelling units</u>		

Use Classification (from Table of Uses): multi-family dwellings

SECTION 5: SPECIAL USE STANDARDS

In order to approve a special use, the Town Board of Aldermen must hold a hearing and find, based on the evidence presented, that the application adequately satisfies the special use standards identified in Section 6-8(B) of the Unified Development Ordinance and listed below. Please attach any documentation supporting how the proposed project satisfies the following standards, including a statement describing separately for each standard in significant detail the facts and arguments you intend to present to the Board during the hearing:

- (1) That the use will not materially endanger the public health and safety.
- (2) That the use will not substantially injure the value of adjoining or abutting property (or alternatively, that it be a public necessity).
- (3) That the use will be in harmony with the area in which it is to be located.
- (4) That the use will be in general conformity with the Land Use Plan, Thoroughfare Plan, or other plans officially adopted by the Board of Aldermen.
- (5) That the use will have adequate facilities to provide ingress and egress designed to minimize traffic congestion on public streets and also have adequate utilities, access roads, drainage, sanitation, or other necessary infrastructure.
- (6) That the use meets all required conditions and specifications established by the Board of Aldermen.

SECTION 6: SUPPLEMENTAL INFORMATION REQUIRED


Each application for special use must include:

- An application fee of \$360.00 in cash or check made payable to the Town of Shallotte.
- A Site/Landscaping Plan Application with required plans containing all required information from the Unified Development Ordinance.*
- One (1) 8.5' x 11' front building elevation indicating façade materials and colors.*
- A notarized letter of authorization if acting as the agent for the property owner(s).

NOTE: If conditional use is approved, two (2) sets of building plans shall be submitted before a Zoning Permit will be issued. Items marked with an asterisk (*) may be waived by the Zoning Administrator where a master plan or other development plan is also required, no site modifications are proposed, or other special situations exist.

SECTION 7: APPLICANT/OWNER SIGNATURE

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

Signature:  Date: 3/25/20
Watson Caviness

Official Use Only

TRC Meeting Date: _____ Recommendation: _____ Staff: _____

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

The Tides of Shallotte, LLC

SECTION 5: SPECIAL USE STANDARDS

In order to approve a special use, the Town Board of Aldermen must hold a hearing and find, based on the evidence presented, that the application adequately satisfies the special use standards identified in Section 6-8(B) of the Unified Development Ordinance and listed below. Please attach any documentation supporting how the proposed project satisfies the following standards, including a statement describing separately for each standard in significant detail the facts and arguments you intend to present to the Board during the hearing:

(1) That the use will not materially endanger the public health and safety.

The updated phasing plan will reclassify the walking path located behind garage 1 (see Attached Exhibit) from Phase 5 to Phase 7. This phasing reclassification will not endanger public health and safety.

2) That the use will not substantially injure the value of adjoining or abutting property (or alternatively, that it be a public necessity).

The update to the phasing plan (see Attached Exhibit) should have no adverse effect on the value of adjoining or abutting properties. The planned site design and previously approved use noted in SUP #21-52 will remain the same.

(3) That the use will be in harmony with the area in which it is to be located.

The updated phasing plan will remain in harmony with the area it is located, the approved walking path will not be removed from the SUP #21-52 plan.

(4) That the use will be in general conformity with the Land Use Plan, Thoroughfare Plan, or other plans officially adopted by the Board of Aldermen.

The phasing plan revision does not remove any design elements from the approved SUP #21-52 and will remain in general conformity with the Land Use Plan, Thoroughfare Plan, or other plans by the Board of Aldermen.

(5) That the use will have adequate facilities to provide ingress and egress designed to minimize traffic congestion on public streets and have adequate utilities, access roads, drainage, sanitation, or other necessary infrastructure.

The updated phasing plan will have adequate facilities; the approved design will not change. The phasing plan attached to the Special Use Permit application illustrates the standards are met.

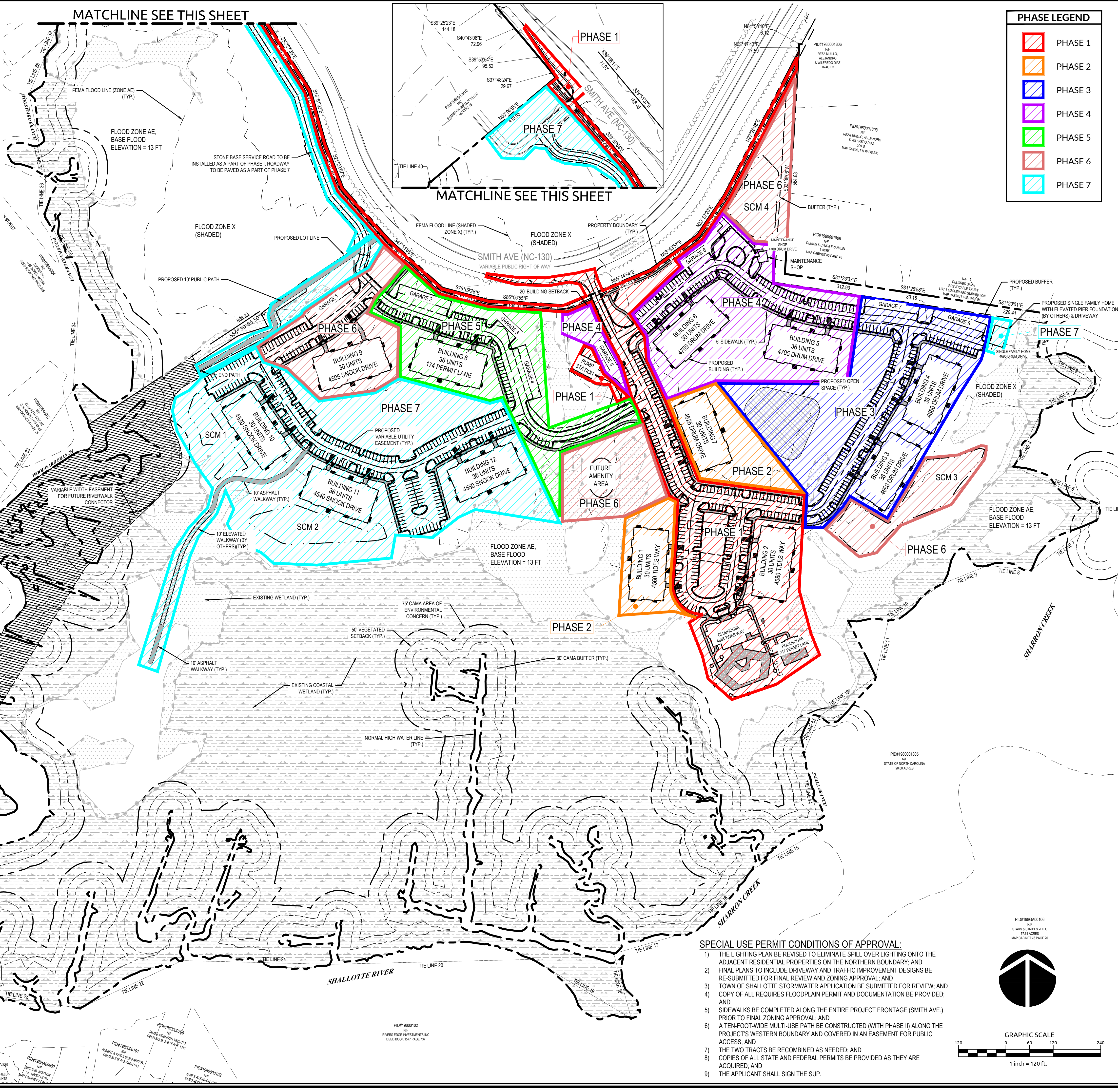
(6) That the use meets all required conditions and specifications established by the Board of Aldermen.

The applicant attests that the previously approved use continues to meet all the required conditions and specifications established by the Board of Aldermen and will demonstrate by the site plan that the use is in keeping with the UDO and other established policies and procedures. The use approved by the Town Board previously with SUP #21-52 is unchanged. The focus of this SUP is to address the phasing of the walking path located behind Garage #1, a minor change that will not have an adverse effect on overall quality of life of residents.

SITE DEVELOPMENT DATA

GENERAL NOTES:	
OWNER:	THE TIDES OF SHALLOTTE, LLC
ADDRESS:	639 EXECUTIVE PLACE, SUITE 400 FAYETTEVILLE, NC 28305
PHONE:	(910) 481-0503
APPLICANT:	WITHERSRAVENEL
ATTN:	WATSON CAVINESS
PARCEL NOS.:	108820928230 109817012327
PROJECT INFORMATION:	
TOTAL TRACT AREA:	112.35 AC +/-
ZONING DISTRICT:	MF-10
MAX BUILDING HEIGHT:	40 FEET
PROJECTED WASTEWATER FLOW:	
PHASE 1: 295 APARTMENT UNITS =	42,840 GPD
CLUBHOUSE & POOL HOUSE =	3,000 GPD
1 SINGLE FAMILY HOME =	210 GPD
1 MAINTENANCE BUILDING =	500 GPD
PHASE 2: 102 APARTMENT UNITS =	14,700 GPD
TOTAL:	61,250 GPD
DEVELOPMENT DATA:	
TOTAL RESIDENTIAL UNITS: 397 TOTAL	
PHASE 1:	MULTIFAMILY: 294 UNITS 1 BEDROOM UNITS: 102 (102 BEDROOMS) 2 BEDROOM UNITS: 162 (324 BEDROOMS) 3 BEDROOM UNITS: 30 (90 BEDROOMS)
PHASE 2:	MULTIFAMILY: 102 UNITS 1 BEDROOM UNITS: 42 (42 BEDROOMS) 2 BEDROOM UNITS: 54 (108 BEDROOMS) 3 BEDROOM UNITS: 6 (18 BEDROOMS)
DENSITY:	3.54 UNITS / AC
PARKING:	MIN SPACES REQUIRED - (1 SPACE PER UNIT) = 397 MAX SPACES ALLOWED - (2.5 SPACES PER UNIT) = 993
SURFACE PARKING SPACES PROVIDED = 698	
GARAGE SPACES PROVIDED = 60	
TOTAL PROVIDED = 758	
HANDICAP PARKING REQUIRED: 14 (2 VAN ACCESSIBLE)	
HANDICAP PARKING PROVIDED: 14 (ALL VAN ACCESSIBLE)	
OPEN SPACE:	REQUIRED: 2,000 + ((# OF UNITS (397) - 25) * 56) = 22,832 SF PROVIDED: ±23,500 SF (ALL IN PHASE 1)

- NOTES:
- 1) ALL DIMENSIONS ARE FROM BACK OF CURB UNLESS OTHERWISE NOTED.
 - 2) ANY MINOR DEVIATION IN THIS PLAN SHALL REQUIRE APPROVAL OF THE ADMINISTRATOR AND ANY MAJOR DEVIATION SHALL REQUIRE APPROVAL OF THE PROPER APPROVING BODY.
 - 3) UTILITY PROVIDERS INCLUDE: TOWN OF SHALLOTTE (WATER & SEWER), BRUNSWICK ELECTRIC MEMBERSHIP CORPORATION (POWER), AT&T (TELEPHONE), AND SPECTRUM (CABLE).
 - 4) PROJECT TO MEET STORMWATER REQUIREMENTS OF TOWN OF SHALLOTTE AND NCDOT.
 - 5) SIGNAGE WILL BE PERMITTED SEPARATELY.
 - 6) PROJECT TO ADHERE TO THE SHALLOTTE UDO MULTIFAMILY SUPPLEMENTAL REGULATIONS, SECTION 10-3 (H).



SPECIAL USE PERMIT CONDITIONS OF APPROVAL:

- 1) THE LIGHTING PLAN BE REVISED TO ELIMINATE SPILL OVER LIGHTING ONTO THE ADJACENT RESIDENTIAL PROPERTIES ON THE NORTHERN BOUNDARY, AND
- 2) FINAL PLANS TO INCLUDE DRIVEWAY AND TRAFFIC IMPROVEMENT DESIGNS BE RE-SUBMITTED FOR FINAL REVIEW AND ZONING APPROVAL, AND
- 3) TOWN OF SHALLOTTE STORMWATER APPLICATION BE SUBMITTED FOR REVIEW, AND COPY OF ALL REQUIRES FLOODPLAIN PERMIT AND DOCUMENTATION BE PROVIDED, AND
- 4) SIDEWALKS BE COMPLETED ALONG THE ENTIRE PROJECT FRONTAGE (SMITH AVE.) PRIOR TO FINAL ZONING APPROVAL, AND
- 5) A TEN-FOOT-WIDE MULTI-USE PATH BE CONSTRUCTED (WITH PHASE II) ALONG THE PROJECT'S WESTERN BOUNDARY AND COVERED IN AN EASEMENT FOR PUBLIC ACCESS, AND
- 6) THE TWO TRACTS BE RECOMBINED AS NEEDED, AND
- 7) COPIES OF ALL STATE AND FEDERAL PERMITS BE PROVIDED AS THEY ARE ACQUIRED, AND
- 8) THE APPLICANT SHALL SIGN THE SUP.



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Brenda M. Clemmons PROP
Brunswick County, NC Register of Deeds page 1 of 5

Town of Shallotte.
Return to 5 Total 249 Rev Type 600
Ck \$ 41 Ck 6581 Int. REN
Refund Cash \$ Finance
 Portions of document are illegible due to condition of original
 Document contains seals verified by original document the same document that cannot be reproduced or copied.



**Town of Shallotte
Board of Aldermen
Special Use Permit Findings**

The Town of Shallotte Board of Aldermen met and considered the following application on the 7th day of September, 2021.

File Number:	SUP #21-52
Final Action Date:	9/07/2021
Formal Hearing Date:	9/07/2021
Project Name:	The Tides Multi-Family
Applicant:	FMJ Holdings LLC
Location:	Smith Ave
Tax Parcel Number:	19800019 & 1980001901
Acreage:	+/-112 Acres
Zoning District:	MF-10
Proposed Use:	Multi-Family Residential



Section 1 - Application

Having reviewed the application materials submitted by the applicant, the Board of Aldermen finds that the following regarding the completeness of the application and its compliance with the technical requirements of the Shallotte Unified Development Ordinance (UDO):

Completeness of Application [check one]:

- The application is complete.
 - The application is incomplete in the following way(s):
-

Compliance with the UDO requirements [check one]:

- The application complies with all applicable requirements of the UDO.
 - The application is *not* in compliance with the following requirement(s) of the UDO:
-

Section 2 – Specific Findings of Fact

The Board of Aldermen must find as a specific finding of fact that the proposed use will comply with *all* of the following standards. Otherwise, the permit must be denied. In making their findings, the Board of Aldermen may impose conditions which, in its opinion, assure that the use in its proposed location will satisfy all of the following standards.

Having heard all the evidence and arguments presented at the hearing, the Board of Aldermen hereby finds that the proposed use *will* comply with the following standards [check all that apply]:

- That the use will not materially endanger the public health and safety.
The use of multi-family residential will be designed in a manner that will not materially endanger the public health and safety.
 - *The Tides site has adequate access from Smith Avenue connecting to access from the west via Main Street. The site is designed to provide access to fire and emergency vehicles and to serve the needs of the future residents of this project.*
 - *The Tides site is located less than one mile from Shallotte Fire Station 1 and the Shallotte Police Department. Interior to the site, the layout allows for proper circulation of emergency vehicles and access to the buildings.*
 - *Buildings have been designed to meet or exceed the North Carolina Building Code and the required Fire Code in order to ensure the safety of the residents on site, as well as visitors.*
 - *Adequate public utilities are available to provide water and public sewer service to the site. Water and sewer utilities play a key role in the success of this development. Policy 4.1.2, providing sufficient water and sewer service to promote economic development and to alleviate public health problems and Policy 4.1.4, include connections to water and sewer systems where available within Town limits, will be achieved via the utility plan proposed on the attached site plan. The civil engineer will attest to the design at the hearing based on the attached Site Plan drawings submitted to the Town for review.*



B4721

Section VIII, Item 1.

Brenda N. Clemmons
of Deeds page 3 of 5

- That the use will not substantially injure the value of adjoining or abutting property (or alternatively, that it be a public necessity).
An appraiser will attest at the hearing that the use and its location will not be injurious to the value of adjoining or abutting properties. The appraiser will submit a report of his/her findings into evidence prior to or at the hearing.

- That the use will be in harmony with the area in which it is to be located.
The Tides site is situated between the Shallotte River and Sharron Creek on the south, and Smith Avenue to the north. Residential areas to the north, west and south in proximity to the site are separated by the Shallotte River, Sharron Creek, and other natural features. These natural features provide this site with natural amenities to be preserved and enjoyed by future residents on this site. The residential areas to the east that share a common property line will have buffers as required by the UDO. Multi-family residential provides a transition from lower density residential to commercial uses to the north and west. The non-residential uses across Smith Ave and along the commercial corridors in the area will benefit from the added residents who will be able to access services, dining, and shopping all within a mile of the site. In addition, the use will help support the development goals of the Riverwalk project – to promote mixed use development within proximity of the Riverwalk.

- That the use will be in general conformity with the Land Use Plan, Thoroughfare Plan, or other plans officially adopted by the Board of Aldermen.
The future land use for the property is designated as Mixed Use. A portion of the site will remain commercial while the other portion is zoned Multi-Family Residential (MF-10), conforming with the Land Use Plan. Please see the attached exhibit of the 2018 Future Land Use Classification Map where the subject site is designated to be Mixed Use. The subject site will incorporate policy 4.5.5, providing interconnectivity of residential and nonresidential subdivisions to include commercial development. Policy 5.5.11 will also be included throughout this development by promoting pedestrian facilities. In Policy 5.1.12, the Town supports development of the Shallotte River as an anchor to a lively Town Center. Additionally, 5.1.17 supports the preservation and maintenance of its environmentally sensitive areas while promoting and capitalizing on its natural resources. The proposed use as illustrated on the attached site plans supports these policies. Water and sewer utilities play a key role in the success of this development. Policy 4.1.2, providing sufficient water and sewer service to promote economic development and to alleviate public health problems and Policy 4.1.4, include connections to water and sewer systems where available within Town limits, will be achieved via the utility plan proposed on the attached site plan.

- ☑ That the use will have adequate facilities to provide ingress and egress designed to minimize traffic congestion on public streets and also have adequate utilities, access roads, drainage, sanitation or other necessary infrastructure.

The civil engineer and Transportation Engineer for the project will attest at the public hearing that the

Tides is designed to provide adequate facilities including:

- *Any required on-site and off-site improvements of public and private utilities.*
- *Any required on-site and off-site improvements for roadways.*
- *Access roads to accommodate fire, EMS, and police vehicles.*
- *Appropriate stormwater controls.*
- *Appropriate areas for disposal and collection of waste.*

- ☑ That the use meets all required conditions and specifications established by the Board of Aldermen.

The use will meet all requirements established by the Board of Aldermen.

The following special conditions are hereby imposed by the Board of Aldermen to ensure compliance with the conditional use standards:

1. The lighting plan be revised to eliminate spill over lighting onto the adjacent residential properties on the northern boundary; and
2. Final plans to include driveway and traffic improvement designs be re-submitted for final review and zoning approval; and
3. Town of Shallotte stormwater application be submitted for review; and
4. Copy of all requires floodplain permit and documentation be provided; and
5. Sidewalks be completed along the entire project frontage (Smith Ave.) prior to final zoning approval; and
6. A ten-foot-wide multi-use path be constructed (with Phase II) along the project’s western boundary and covered in an easement for public access; and
7. The two tracts be recombined as needed; and
8. Copies of all state and federal permits be provided as they are acquired; and
9. The applicant shall sign the SUP below.

Section 3 – Final Signature

Based on the evidence presented at the hearing and after careful consideration of the facts, a Special Use Permit is hereby:

- Approved subject to the above conditions.
- Denied for failure to satisfy all of the special use standards as indicated above and further described herein:



B4721

Section VIII, Item 1.

14:09:42.008
Brenda M. Clemmons PROP
page 5 of 5

The foregoing decision was rendered by the Board of Aldermen on the 7th day of September, 2021 and a written copy of this decision was filed with the official minutes of that meeting in the Office of the Town Clerk and served by certified mail, return receipt

requested, on the 7th day of Sept., 2021



Walter T. Eason
Mayor, Town of Shallotte

David Higgins AS MANAGER
Applicant Signature FOR FMS HOLDINGS, LLC

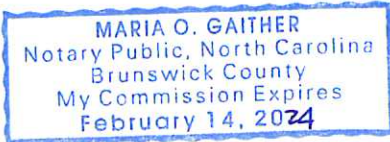
Sandy Strickland
Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

I, MARIA O GAITHER, a Notary Public of BRUNSWICK County, do hereby certify that Sandy Strickland personally came before me this day and acknowledged that she is the Town Clerk of the Town of Shallotte, and that by authority duly given and as the act of the Town, the foregoing instrument was signed and its name by its Mayor, sealed with its official seal and attested by herself as its Town Clerk.

WITNESS my hand and notarial seal this 7th day of SEPT, 2021.



Maria O Gaither
Notary Public

(NOTARY SEAL/STAMP)

My commission expires: 2.14.24



**Town of Shallotte
Board of Aldermen
Special Use Permit Findings**

The Town of Shallotte Board of Aldermen met and considered the following application on the 5th day of May, 2026

File Number:	SUP #21-52 (REV)
Final Action Date:	5/05/2026
Formal Hearing Date:	5/05/2026
Project Name:	The Tides Multi-Family
Applicant:	NC Shallotte Smith, LLC
Location:	4568 Tides Way
Tax Parcel Number:	1980001914 & 1980001901
Acreage:	+/-50 Acres
Zoning District:	MF-10
Proposed Use:	Multi-Family Residential

Section 1 - Application

Having reviewed the application materials submitted by the applicant, the Board of Aldermen finds that the following regarding the completeness of the application and its compliance with the technical requirements of the Shallotte Unified Development Ordinance (UDO):

Completeness of Application [check one]:

- The application is complete.
 - The application is incomplete in the following way(s):
-

Compliance with the UDO requirements [check one]:

- The application complies with all applicable requirements of the UDO.
 - The application is *not* in compliance with the following requirement(s) of the UDO:
-

Section 2 – Specific Findings of Fact

The Board of Aldermen must find as a specific finding of fact that the proposed use will comply with *all* of the following standards. Otherwise, the permit must be denied. In making their findings, the Board of Aldermen may impose conditions which, in its opinion, assure that the use in its proposed location will satisfy all of the following standards.

Having heard all the evidence and arguments presented at the hearing, the Board of Aldermen hereby finds that the proposed use *will* comply with the following standards [check all that apply]:

- That the use will not materially endanger the public health and safety.
The updated phasing plan will reclassify the walking path located behind garage 1 (See Attached Exhibit) from phase 5 to Phase 7. This phasing reclassification will not endanger public health and safety.
- That the use will not substantially injure the value of adjoining or abutting property (or alternatively, that it be a public necessity).
The update to the phasing plan (See Attached Exhibit) should have no adverse effect on the value of adjoining or abutting properties. The planned site design and previously approved use noted in SUP # 21-52 will remain the same.
- That the use will be in harmony with the area in which it is to be located.
The updated phasing plan will remain in harmony with the area it is located, the approved walking path will not be removed from SUP# 21-52 plan.
- That the use will be in general conformity with the Land Use Plan, Thoroughfare Plan, or other plans officially adopted by the Board of Aldermen.
The phasing plan revision does not remove any design elements from the approved SUP #21-52 and will remain in general conformity with the Land Use Plan, Thoroughfare Plan, or other plans by the Board of Aldermen.

- That the use will have adequate facilities to provide ingress and egress designed to minimize traffic congestion on public streets and also have adequate utilities, access roads, drainage, sanitation or other necessary infrastructure.

The updated phasing plan will have adequate facilities; the approved design will not change. The phasing plan attached to the Special Use Permit application illustrates the standards are met.

- That the use meets all required conditions and specifications established by the Board of Aldermen.

The applicant attests that the previously approved use continues to meet all the required conditions and specifications established by the Board of Aldermen and will demonstrate by the site plan that the use is in keeping with the UDO and other established policies and procedures. The use approved by the Town Board previously with SUP #21-52 is unchanged. The focus for this SUP is to address the phasing of the walking path located behind Garage #1, a minor change that will not have an adverse effect on overall quality of life of residents.

The following special conditions are hereby imposed by the Board of Aldermen to ensure compliance with the conditional use standards:

1. The conditions approved with the initial SUP remain in place; and
2. An easement over the area public walking path be recorded prior to additional final approval of future phases; and
3. The applicant indicates acceptance of these conditions.

Section 3 – Final Signature

Based on the evidence presented at the hearing and after careful consideration of the facts, a Special Use Permit is hereby:

- Approved subject to the above conditions.
- Denied for failure to satisfy all of the special use standards as indicated above and further described herein:

The foregoing decision was rendered by the Board of Aldermen on the *5th day of May, 2026* and a written copy of this decision was filed with the official minutes of that meeting in the Office of the Town Clerk and served by certified mail, return receipt

requested, on the _____ day of _____, 20__.

Mayor, Town of Shallotte

Applicant Signature

Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

I, _____, a Notary Public of _____ County, do hereby certify that Natalie Goins personally came before me this day and acknowledged that she is the Town Clerk of the Town of Shallotte, and that by authority duly given and as the act of the Town, the foregoing instrument was signed and its name by its Mayor, sealed with its official seal and attested by herself as its Town Clerk.

WITNESS my hand and notarial seal this _____ day of _____, 20__.

Notary Public

(NOTARY SEAL/STAMP)

My commission expires: _____



Town of Shallotte Board of Aldermen
ACTION AGENDA ITEM
2026

Section VIII, Item 2.

TO: Board of Aldermen

ACTION ITEM #: TXT 26-03

FROM: Brandon Eaton, Planner II

MEETING DATE: 05-05-2026

**DATE
SUBMITTED:**

ISSUE/ACTION REQUESTED:

Request Board’s review and decision of a staff-initiated amendment to the Town of Shallotte Unified Development Ordinances. Specifically, Article 10, Section 10-3(GG).

PUBLIC HEARING: YES NO

BACKGROUND/PURPOSE OF REQUEST:

The proposed amendment to the Town’s UDO updates ordinance language to establish the retail sale of golf carts, ATVs, UTVs, etc. as a permitted land use, designate locations within the Town’s zoning jurisdiction where the use is permitted and adopt minimal supplemental standards in relation to the land use.

Currently, the Town only has language permitting recreational vehicles and utility trailer sales and service, but there has been an increasing amount of interest in the sales of golf carts and similar vehicle types.

- See attached “Exhibit A”

The Board may vote to:

- Approve the ordinance as written, or
- Further amend the ordinance and vote to approve, or
- Continue the Board’s review and ask that the ordinance be further researched, or
- Deny the ordinance.

FISCAL IMPACT:

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

CONTRACTS/AGREEMENTS:

REVIEWED BY TOWN ATTORNEY: YES NO N/A

ADVISORY BOARD RECOMMENDATION:

The Planning Board voted to recommend approval at their February 10, 2026, meeting.

STAFF RECOMMENDATION:

Staff recommends Board approval of the proposed amendment.

FINANCE RECOMMENDATION: NA

ATTACHMENTS:

- 1. Draft Language "Exhibit A"
- 2. Planning Board Statement of Consistency
- 3. Draft BOA Statement of Consistency
- 4. Ordinance

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

- (200) Recreational Vehicle. A recreational vehicle is a vehicle which is: (a) built on a single chassis; (b) self-propelled or permanently towable by a separate self-propelled vehicle; and (c) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational camping, travel, or seasonal use. Recreational vehicles must be ready, willing and able to move off-site within 48 hours. When a recreational vehicle is located within a special flood hazard area, the local Flood Prevention Ordinance must be met. Recreational vehicles include “park model” recreational vehicles as defined by this Ordinance.
- (201) All-Terrain Vehicle. A three or more wheeled, motorized, non-highway vehicle, with a seat that is generally straddled by the user and with handlebars for used for steering, which is designed for recreational off-road use.
- (202) Golf Cart. A four-wheeled vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes that is not capable of exceeding speeds of 20 miles per hour.
- (203) Low Speed Vehicle. A four-wheeled vehicle, powered by electricity or gas and designed to be driven on public and private roadways, that has a maximum speed capability greater than 20 miles per hour but less than 25 miles per hour.
- (204) Utility Vehicles (UTVs). A four-wheeled, side-by-side seated vehicle, that is designed to be driven off-road for agricultural or other utility uses.

PERMITTED USES	MF-14/10/6	R-10	RM-10	R-15	RA-15	RAM-15	CB	HB	CW	B-2	O/I	L1	HI	C	PUD
COMMERCIAL SALES AND RENTALS															
RE-UPHOLSTERY AND FURNITURE REPAIR								P		P		P	P		
RECREATIONAL VEHICLES, <u>GOLF CARTS AND LOW SPEED VEHICLES, ALL-TERRAIN AND UTILITY VEHICLES,</u> AND UTILITY TRAILER SALES AND SERVICE								<u>S</u>		<u>S</u>		P			
REFRIGERATION, HEATING, AND AIR CONDITIONING MACHINERY								S		S		P			

Section 10-3(GG):

- (GG) Recreational and Utility Vehicle and Trailer Sales and Service
 - (1) Applicability: The standards of this section shall apply to any establishment engaged in the sale, lease, rental, repair, servicing, or accessory sales of any of the following:
 - a. Recreational Vehicles (RVs)
 - b. Golf Carts
 - c. Low-Speed Vehicles (LSVs)
 - d. All-Terrain Vehicles (ATVs)
 - e. Utility Task Vehicles (UTVs)
 - f. Utility Trailers and Similar Towable Equipment
 - (2) Supplemental Standards

(A) Indoor Storage of Vehicles Overnight

(1) All ATVs, UTVs, golf carts, LSVs, and similar small recreational vehicles shall be stored inside a fully enclosed building overnight, except for vehicles awaiting customer pickup or delivery for no more than 48 consecutive hours.

(2) Recreational vehicles and utility trailers being stored outdoors overnight shall only be staged within designated areas that are part of the approved site plan.

(B) Outdoor Display and Storage

(1) Outdoor display and storage areas shall be clearly delineated on an approved site plan.

(2) Displayed vehicles and trailers shall not encroach into required parking areas, fire lanes, sidewalks, or rights-of-way.

(C) Repairs and Servicing

(1) General service and repair shall be conducted entirely within an enclosed building.

(2) Major repairs such as engine and body work, fabrication, and transmission replacement shall only be permitted in the Light Industrial (LI) zoning district.

PLANNING BOARD STATEMENT OF CONSISTENCY

The Town of *Shallotte Planning Board* has reviewed and *recommended* **approval/denial** the following amendment of the Town of Shallotte Unified Development Ordinance (UDO).

ORDINANCE 26-03

AN ORDINANCE AMENDING THE TOWN OF SHALLOTTE UNIFIED DEVELOPMENT ORDINANCE, SPECIFICALLY ARTICLE 10, SECTION 10-3(GG)

After review of the ordinance, staff report, and after consideration of any comments presented at the *Planning Board* meeting, the *Planning Board* hereby find the UDO amendment referenced above to be:

- Consistent with the Town of Shallotte 2018 Land Use Plan and any other officially adopted plan that is applicable, AND is reasonable and in the public interest for the reason(s) stated below.

The proposed amendment to the Town’s UDO updates ordinance language to establish the retail sale of golf carts, ATVs, UTVs, etc. as a permitted land use, designate locations within the Town’s zoning jurisdiction where the use is permitted and adopt minimal supplemental standards in relation to the land use.

The proposal aims to remain consistent with the Town’s adopted plans by promoting new economic growth, while remaining aware of the environmental impacts each use may have.

OR

- Inconsistent with the Town of Shallotte 2018 Land Use Plan and any other officially adopted plan that is applicable, AND YET is considered reasonable and in the public interest for the reason(s) set forth below.

OR

- Neither consistent nor inconsistent with the Town of Shallotte 2018 Land Use Plan and any other officially adopted plan that is applicable, AND is considered reasonable and in the public interest for the reason(s) set below:

2-10-26
Date


Planning Board Chairman-Vice
Town of Shallotte

BOARD OF ALDERMEN STATEMENT OF CONSISTENCY

The Town of Shallotte *Board of Aldermen* has reviewed the following amendment to the Town of Shallotte Unified Development Ordinance (UDO) and has taken into consideration the Town of Shallotte 2018 Comprehensive Land Use Plan in rendering the following decision:

ORDINANCE 26-03

AN ORDINANCE AMENDING THE TOWN OF SHALLOTTE UNIFIED DEVELOPMENT ORDINANCE, SPECIFICALLY ARTICLE 10, SECTION 10-3(GG)

After review of the ordinance, staff report, and after consideration of any comments presented at the *Board* meeting, the *Board of Aldermen* hereby find the UDO amendment referenced above to be:

- Consistent with the Town of Shallotte 2018 Land Use Plan and any other officially adopted plan that is applicable, AND is reasonable and in the public interest for the reason(s) stated below.

The proposed amendment to the Town’s UDO updates ordinance language to establish the retail sale of golf carts, ATVs, UTVs, etc. as a permitted land use, designate locations within the Town’s zoning jurisdiction where the use is permitted and adopt minimal supplemental standards in relation to the land use.

The amendment is consistent with our adopted land use plan in permitting commercial growth, while applying appropriate standards to protect the health, welfare, and property of residents, visitors, and business owners.

OR

- Inconsistent with the Town of Shallotte 2018 Land Use Plan and any other officially adopted plan that is applicable, AND YET is considered reasonable and in the public interest for the reason(s) set forth below.

OR

- Neither consistent nor inconsistent with the Town of Shallotte 2018 Land Use Plan and any other officially adopted plan that is applicable, AND is considered reasonable and in the public interest for the reason(s) set below:

Date

Mayor
Town of Shallotte

**TOWN OF SHALLOTTE
ORDINANCE 26-03**

**AN ORDINANCE AMENDING THE TOWN OF SHALLOTTE UNIFIED
DEVELOPMENT ORDINANCE, SPECIFICALLY
ARTICLE 10, SECTION 10-3(GG)
REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN
CONFLICT THEREWITH; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Town of Shallotte is a duly incorporated municipality within the State of North Carolina and is authorized to adopt zoning and development regulation ordinances per section §160A-381 of the North Carolina General Statutes; and

WHEREAS, the Town of Shallotte oversees the planning and zoning requests and requirements for lands located within its town limits and the extra territorial jurisdiction near the town’s limits; and,

WHEREAS, the Town of Shallotte has the authority pursuant to NC G.S §160A-364 to adopt, amend, or repeal ordinances; and

WHEREAS, The Board of Aldermen for the Town of Shallotte deems it to be in the public’s best interest to amend the Unified Development Ordinance with a text amendment so as to provide for changes as set forth below to ARTICLE 10, SECTION 10-3(GG). The proposed amendment to the Town’s UDO updates ordinance language to establish the retail sale of golf carts, ATVs, UTVs, etc. as a permitted land use, designate locations within the Town’s zoning jurisdiction where the use is permitted and adopt minimal supplemental standards in relation to the land use; and

THEREFORE, be it ordained by the Board of Aldermen of the Town of Shallotte that the Town of Shallotte Unified Development Ordinance shall be amended as detailed herein:

ARTICLE 10, SECTION 10-3(GG).

See attached “Exhibit A”

Section 2. All Town Code sections in conflict herewith are hereby amended and repealed in relevant part to conform with the above sections. The Town Clerk and editor of the Town Code and UDO are hereby authorized to amend those documents, all relevant citations to those sections of the Town Code, restate chapters, sections, provisions, and related references to these sections of the Town Code, as may be necessary.

Section 3. This ordinance shall take effect beginning *May 05, 2026*, and shall apply to any zoning permit applications submitted following that effective date.

INTRODUCED AT A Regular Meeting of the Board of Aldermen on May 05, 2026, and adopted at a Regular Meeting of the Board of Aldermen on May 05, 2026.

SIGNED THIS ____ day of _____, 20 ____.

TOWN OF SHALLOTTE, NORTH CAROLINA

Mayor

ATTEST:

Town Clerk



Town of Shallotte Board of Aldermen
ACTION AGENDA ITEM
2026

Section VIII, Item 3.

TO: Board of Aldermen

ACTION ITEM #: TXT 26-05

FROM: Brandon Eaton, Planner II

MEETING DATE: 05-05-2026

**DATE
SUBMITTED:**

ISSUE/ACTION REQUESTED:

Request Board’s review and decision of a staff-initiated amendment to the Town of Shallotte Unified Development Ordinances. Specifically, Article 2, Section 2 and Article 10, Section 10-3(H).

PUBLIC HEARING: YES NO

BACKGROUND/PURPOSE OF REQUEST:

The proposed amendment to the Town’s UDO updates ordinance language to establish supplemental regulations and standards for all new construction of convenience stores and truck stops with fuel pumps that are within the Town’s zoning jurisdiction.

Currently, the Town has language defining the use but does not detail any clear standards or supplemental regulations.

The proposed amendment seeks to provide minimal standards to an increasingly sought after land use within the Town’s jurisdiction.

- See attached “Exhibit A”

The Board may vote to:

- Approve the ordinance as written, or
- Further amend the ordinance and vote to approve, or
- Continue the Board’s review and ask that the ordinance be further researched, or
- Deny the ordinance.

FISCAL IMPACT:

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

CONTRACTS/AGREEMENTS:

REVIEWED BY TOWN ATTORNEY: YES NO N/A

ADVISORY BOARD RECOMMENDATION:

The Planning Board voted to recommend approval at their April 14, 2026, meeting.

STAFF RECOMMENDATION:

Staff recommends Board approval of the proposed amendment.

FINANCE RECOMMENDATION: NA

ATTACHMENTS:

- 1. Draft Language "Exhibit A"
- 2. Planning Board Statement of Consistency
- 3. Draft BOA Statement of Consistency
- 4. Ordinance

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

PERMITTED USES	ME-14/10/6	R-10	RM-10	R-15	RA-15	RAM-15	CB	HB	CW	B-2	O/I	L1	HI	C	PUD
OFFICE AND COMMERCIAL SERVICE															
AUTOMOBILE SERVICE STATION With Fuel Pumps								S		P					S
COMMERCIAL SALES AND RENTALS															
CONVENIENCE STORES WITH EXISTING GAS PUMPS							S	P		P					P
CONVENIENCE STORES (NEW CONSTRUCTION) WITH GAS PUMPS [pursuant to 10-3(H)]								P		P		<u>P</u>			
TRUCK STOPS [pursuant to 10-3(H)]										<u>S</u>		<u>P</u>	<u>P</u>		

(258) Truck Stops. A commercial facility specifically designed to provide fuel, service, and parking for heavy commercial vehicles (semi-trucks) and their drivers. Accessory uses such as restaurants, shower and laundry facilities, overnight parking, and truck washing areas are often included.

(D) Automotive Service Station *Including Fuel Pumps*

(1) Permitted uses include: The primary use of an automotive service station shall be the sale of automotive fuels and related products. Incidental services are limited to minor repairs, such as:

- a. Tire repair and battery replacement.
- b. Oil changes and lubrication.
- c. Brake repair or replacement
- d. Car wash services (automatic or manual).

(2) Other regulations:

- a. Gas Automotive service stations that include fuel pumps must front either have frontage directly on Highway 17, Highway 17 Business, Highway 17 Bypass, or Highway 130, or Highway 179.
- b. No major mechanical or bodywork, tire retreading, or upholstery work shall be permitted.
- c. All incidental activities must be performed indoors.
- d. Fuel pumps shall ~~be~~ not be located within fifteen (15) feet of any property line or street right-of-way.

(H) Convenience Stores (New Construction) With Gas Pumps

- (1) Purpose: The purpose of this ordinance is to define and establish standards for the placement of convenience stores with fuel pumps operating within the Town of Shallotte that are established on or after May 05, 2026.
- (2) Implementation: The following regulations shall apply to new convenience stores with fuel pumps established and approved on or after May 05, 2026. Convenience stores with fuel pumps established and in operation prior to May 05, 2026, are considered in full conformance with UDO standards as defined in 10-3(G) Convenience Stores With Existing Gas Pumps.
- (3) Type:
 - (A) Convenience Stores with Fuel Pumps
 - (1) Location:
 - (A) Convenience stores with gas stations must have frontage directly on Highway 17, Highway 17 Business, Highway 17 Bypass, Highway 130, or Highway 179.
 - (2) Site design:
 - (A) Fuel pump islands shall be located at a minimum of fifteen (15) feet from any property line or street right-of-way.
 - (B) Fuel pump islands shall be located at a minimum of twenty-five (25) feet from any adjacent residential use.
 - (C) Site layout shall be designed to:
 - a. Provide safe, efficient, and clearly defined vehicular circulation throughout the site.
 - b. Provide sufficient stacking to accommodate the largest anticipated vehicle without impacting circulation.
 - c. Include measures to prevent any stacking or queuing of vehicles into the right-of-way.
 - d. Provide dedicated parking areas for the loading and unloading of trucks for the retail establishment and for fuel pump servicing.
 - (3) Other regulations:
 - (A) Fuel canopies must match the character and aesthetics of the primary convenience store structure, including similar materials, colors, and roof pitch.

- (B) Flat-roof fuel canopies are permitted only along the Highway 17 Bypass Corridor and must include the screening of any rooftop mechanical structures.
- (4) Prohibited uses:
 - (A) Overnight vehicle parking for more than twenty-four (24) hours is not permitted.
 - (B) Commercial outdoor vehicle service or repair is prohibited.
 - (C) Outdoor storage shall be prohibited in any zoning district except for the Light Industrial (LI) and Heavy Industrial (HI) zoning districts and in accordance with Section 10-3.
- (B) Truck Stops with Fuel Pumps
 - (1) Location:
 - (A) Truck stops with gas pumps must have frontage directly on Highway 17, Highway 17 Bypass, or Highway 130.
 - (B) Truck stops shall be located two hundred and fifty (250) feet or greater from any use that is residential in nature.
 - (2) Site design
 - (A) A site plan is required and shall illustrate all existing and/or proposed structures, overnight parking areas, and all other amenities to include, fuel islands, vehicle washing areas, shower facilities, etc.
 - (B) Site layout shall be designed to:
 - a. Provide safe, efficient, and clearly defined vehicular circulation throughout the site, including adequate maneuvering areas, turning radii, and internal traffic patterns designed to accommodate larger vehicle types and prevent conflicts with passenger vehicles and pedestrians.
 - b. Include measures to prevent stacking or queuing of vehicles into the right-of-way.
 - c. Provide dedicated parking areas for the loading and unloading of trucks for the retail establishment and for fuel pump servicing.
 - (C) Fueling lanes for large trucks shall be designed and marked specifically for heavy vehicles and shall:

- a. Provide sufficient stacking to accommodate the largest anticipated vehicle without impacting circulation.
 - b. Be oriented in such a way to prevent stacking or queuing into the right-of-way.
- (3) Truck parking:
- (A) Truck parking areas must be clearly marked for large vehicle parking and include designated striped parking spaces.
 - (B) Truck parking areas must be paved with an impervious covering that is engineered to support the continuous utilization by tractor-trailers and other vehicles of a similar size.
 - (C) Truck parking areas must be regularly maintained and kept free of potholes and other clearly worn surfaces.
 - (D) Truck parking areas permitting truck idling shall be located at a minimum of three hundred (300) feet from any adjacent residential use.
 - (E) Vehicle parking for more than twenty-four (24) hours at a time is prohibited.
- (4) Other regulations:
- (A) Fuel canopies must match the character and aesthetics of any primary store or service structure, including similar materials, colors, and roof pitch.
 - (B) Flat-roof fuel canopies are permitted only along the Highway 17 Bypass Corridor and must include the screening of any rooftop mechanical structures.
 - (C) Truck washing shall be limited to designated site approved areas only.
- (5) Prohibited uses:
- (A) Outdoor storage shall be prohibited in any zoning district except for the Light Industrial (LI) and Heavy Industrial (HI) zoning districts and in accordance with Section 10-3.
 - (B) Outdoor repair of vehicles beyond any minor incidental vehicle maintenance shall be prohibited.
 - (C) Vehicles that are inoperable, dilapidated, or of a nuisance nature shall not be stored anywhere on site.

PLANNING BOARD STATEMENT OF CONSISTENCY

The Town of *Shallotte Planning Board* has reviewed and *recommended* **approval/denial** the following amendment of the Town of Shallotte Unified Development Ordinance (UDO).

ORDINANCE 26-05

AN ORDINANCE AMENDING THE TOWN OF SHALLOTTE UNIFIED DEVELOPMENT ORDINANCE, SPECIFICALLY ARTICLE 2, SECTION 2 AND ARTICLE 10, SECTION 10-3(H)

After review of the ordinance, staff report, and after consideration of any comments presented at the *Planning Board* meeting, the *Planning Board* hereby find the UDO amendment referenced above to be:

- Consistent with the Town of Shallotte 2018 Land Use Plan and any other officially adopted plan that is applicable, AND is reasonable and in the public interest for the reason(s) stated below.

The proposed amendment to the Town's UDO updates ordinance language to establish supplemental regulations and standards for all new construction of convenience stores and truck stops with fuel pumps that are within the Town's zoning jurisdiction.

The proposed amendment seeks to provide minimal standards to an increasingly sought after land use within the Town's jurisdiction and to remain consistent with the Town's adopted plans by promoting new economic growth while protecting the character, health, and well-being of the Community.

OR

- Inconsistent with the Town of Shallotte 2018 Land Use Plan and any other officially adopted plan that is applicable, AND YET is considered reasonable and in the public interest for the reason(s) set forth below.

OR

- Neither consistent nor inconsistent with the Town of Shallotte 2018 Land Use Plan and any other officially adopted plan that is applicable, AND is considered reasonable and in the public interest for the reason(s) set below:

4/14/2026
Date

Richard Gunn
Planning Board Chairman
Town of Shallotte

BOARD OF ALDERMEN STATEMENT OF CONSISTENCY

The Town of Shallotte *Board of Aldermen* has reviewed the following amendment to the Town of Shallotte Unified Development Ordinance (UDO) and has taken into consideration the Town of Shallotte 2018 Comprehensive Land Use Plan in rendering the following decision:

ORDINANCE 26-05

AN ORDINANCE AMENDING THE TOWN OF SHALLOTTE UNIFIED DEVELOPMENT ORDINANCE, SPECIFICALLY ARTICLE 2, SECTION 2 AND ARTICLE 10, SECTION 10-3(H)

After review of the ordinance, staff report, and after consideration of any comments presented at the *Board* meeting, the *Board of Aldermen* hereby find the UDO amendment referenced above to be:

- Consistent with the Town of Shallotte 2018 Land Use Plan and any other officially adopted plan that is applicable, AND is reasonable and in the public interest for the reason(s) stated below.

The proposed amendment to the Town’s UDO updates ordinance language to establish supplemental regulations and standards for all new construction of convenience stores and truck stops with fuel pumps that are within the Town’s zoning jurisdiction.

The amendment is consistent with our adopted land use plan in permitting commercial growth appropriately, while applying basic standards that protect the health and welfare of residents, visitors, and business owners.

OR

- Inconsistent with the Town of Shallotte 2018 Land Use Plan and any other officially adopted plan that is applicable, AND YET is considered reasonable and in the public interest for the reason(s) set forth below.

OR

- Neither consistent nor inconsistent with the Town of Shallotte 2018 Land Use Plan and any other officially adopted plan that is applicable, AND is considered reasonable and in the public interest for the reason(s) set below:

Date

Mayor
Town of Shallotte

**TOWN OF SHALLOTTE
ORDINANCE 26-05**

**AN ORDINANCE AMENDING THE TOWN OF SHALLOTTE UNIFIED
DEVELOPMENT ORDINANCE, SPECIFICALLY
ARTICLE 2, SECTION 2 AND ARTICLE 10, SECTION 10-3(H)
REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN
CONFLICT THEREWITH; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Town of Shallotte is a duly incorporated municipality within the State of North Carolina and is authorized to adopt zoning and development regulation ordinances per section §160A-381 of the North Carolina General Statutes; and

WHEREAS, the Town of Shallotte oversees the planning and zoning requests and requirements for lands located within its town limits and the extra territorial jurisdiction near the town’s limits; and,

WHEREAS, the Town of Shallotte has the authority pursuant to NC G.S §160A-364 to adopt, amend, or repeal ordinances; and

WHEREAS, The Board of Aldermen for the Town of Shallotte deems it to be in the public’s best interest to amend the Unified Development Ordinance with a text amendment so as to provide for changes as set forth below to ARTICLE 2, SECTION 2 AND ARTICLE 10, SECTION 10-3(H). The proposed amendment to the Town’s UDO updates ordinance language to establish supplemental regulations and standards for all new construction of convenience stores and truck stops with fuel pumps that are within the Town’s zoning jurisdiction; and

THEREFORE, be it ordained by the Board of Aldermen of the Town of Shallotte that the Town of Shallotte Unified Development Ordinance shall be amended as detailed herein:

ARTICLE 2, SECTION 2 AND ARTICLE 10, SECTION 10-3(H).

See attached “Exhibit A”

Section 2. All Town Code sections in conflict herewith are hereby amended and repealed in relevant part to conform with the above sections. The Town Clerk and editor of the Town Code and UDO are hereby authorized to amend those documents, all relevant citations to those sections of the Town Code, restate chapters, sections, provisions, and related references to these sections of the Town Code, as may be necessary.

Section 3. This ordinance shall take effect beginning *May 05, 2026*, and shall apply to any zoning permit applications submitted following that effective date.

INTRODUCED AT A Regular Meeting of the Board of Aldermen on May 05, 2026, and adopted at a Regular Meeting of the Board of Aldermen on May 05, 2026.

SIGNED THIS ____ day of _____, 20 ____.

TOWN OF SHALLOTTE, NORTH CAROLINA

Mayor

ATTEST:

Town Clerk