



Board of Commissioners Agenda

Town of Swansboro

Tuesday, July 22, 2025

Revised 7/21/2025

Board Members

William Justice, Mayor | Jeffrey Conaway, Mayor Pro Tem | Pat Turner, Commissioner
Douglas Eckendorf, Commissioner | Joseph Brown, Commissioner | Tamara Pieratti, Commissioner

I. Call to Order/Opening Prayer/Pledge

II. Public Comment

Citizens have an opportunity to address the Board for no more than three minutes per speaker regarding items listed on the agenda. There is a second opportunity at the end of the agenda for the public to address the Board on items not listed on the agenda.

III. Adoption of Agenda and Consent Items

The Town Clerk respectfully submits to the Board, the Regular Agenda and the below consent items, which are considered to be of general agreement and little or no controversy. These items may be voted on as a single group without Board discussion "or" if so desired, the Board may request to remove any item(s) from the consent agenda and placed for consideration separately.

III. Consent Items:

- [a.](#) April 29, 2025, Special Meeting Minutes
- [b.](#) May 13, 2025, Regular Meeting Minutes
- [c.](#) May 13, 2025, Closed Session Minutes
- [d.](#) May 27, 2025, Regular Meeting Minutes
- [e.](#) Resolution Declaring Surplus Property and Authorizing Disposal
- [f.](#) Special Event Application Fee Waiver – Little Pink Houses of Hope

IV. Appointments/Recognitions/Presentations

[a.](#) Board Appointments **Updated 7/21/2025**

Presenter: Alissa Fender, MMC – Town Clerk

Board appointments are needed on the Planning Board for 1 in-town seat and 1 ETJ seat.

Recommended Action: Consider appointments to the Planning Board

[b.](#) Fire Department – Mid-Year Performance Report

Presenter: Jacob Randall – Fire Chief

The Swansboro Fire Department will present its Mid-Year Performance Report, highlighting current performance, strengths, areas for improvement, and operational challenges. This report also supports requirements for the Community Risk Assessment/Standard of Cover Certification BETA program and Agency Accreditation.

Recommended Action: Receive report.

V. Public Hearing - None

VI. Business Non-Consent

a. NC League of Municipalities Cybersecurity Services

Presenter: Jon Barlow – Town Manager

The NC League of Municipalities is offering a no-cost cybersecurity support program through its ARP grant to help towns strengthen their defenses against cyber threats. The program includes assessments, consulting, training, and ongoing support to improve cybersecurity readiness. To participate, the Town must adopt a resolution to authorize execution of a Memorandum of Agreement (MOA) with the NC League of Municipalities.

Recommended Action: Motion to adopt Resolution 2025-R8 to authorize execution of Memorandum of Agreement (MOA) with the NC League of Municipalities.

b. Engineering Services Contract for Sidewalk Project

Presenter: Jon Barlow – Town Manager

Request to enter into a professional services engineering contract with Arendell Engineers for the Sidewalk project.

Recommended Action: Approve the Engineering Services Contract with Arendell Engineers.

c. Monthly Financial Report as of June 30, 2025

Presenter: Sonia Johnson – Finance Director

d. Future Agenda Topics

Presenter: Alissa Fender – Town Clerk

Future agenda items are shared for visibility and comment. In addition, an opportunity is provided for the Board to introduce items of interest and subsequent direction for placement on future agendas.

Recommended Action: Discuss and provide any guidance

VII. Items Moved from Consent

VIII. Public Comment

Citizens have an opportunity to address the Board for no more than five minutes regarding items not listed on the Agenda.

IX. Manager's Comments

a. Projects Brief

b. Department Reports

X. Board Comments

XI. Closed Session Added 7/21/2025

- a. *Recommended Action: Motion to enter closed session pursuant to NCGS 143-318.11 (a) (3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged; and (5) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.*

XII. Adjournment

Town of Swansboro
Board of Commissioners
Special Budget Workshop Meeting Minutes
April 29, 2025

Item III - a.

In attendance: Mayor William Justice, Mayor Pro Tem Jeffrey Conaway, Commissioner Pat Turner, Commissioner Joseph Brown, Commissioner Douglas Eckendorf and Commissioner Tamara Pieratti.

Call to Order/Opening Prayer/Pledge

The meeting was called to order at 6:00 pm and Mayor Justice led the Pledge of Allegiance. The purpose of the meeting was for discussion/direction on the FY 25/26 Budget.

Draft Budget Discussion FY 2025/2026

Town Manager Jon Barlow and Finance Director Sonia Johnson presented the draft budget for fiscal year 2025–2026. Mr. Barlow explained that he had met with each department director while preparing the draft, and the budget includes updates based on those conversations. The current draft reflected expenditures exceeding revenues by \$812,244.

Town Manager Barlow reviewed Key General Fund expenditures that significantly impacted the FY 2025–2026 budget total approximately \$799,717, included:

- *New Emergency Medical Services department: \$365,559
- Retirement increases prior to COLA/Merit adjustments: \$19,351
- *1.5% COLA and 1.5% Merit increase (including FICA and retirement): \$97,523.63
- Health insurance with predicted 10% rate increase: \$37,647
- NCLM property and liability insurance with 10% rate increase: \$16,272
- NCLM workers' compensation insurance with 10% rate increase: \$5,000
- VFIS fire insurance: \$12,288
- *Land Use Plan update: \$50,000
- Elections: \$15,000
- *Unified Development Ordinance (UDO) amendments: \$5,000
- *Parks & Recreation part-time staffing: \$16,090
- *Non-capital outlay: \$24,098
- Public safety salary increases: \$135,888

Items marked with an asterisk * were subject to Board discretion.

Town Manager Barlow reviewed the following additional items impacting the proposed budget:

- Capital outlay budget requests funded to date included:
 - Two police interceptors funded through loan proceeds: \$104,000
 - Sidewalk project funded from fund balance: \$423,654
 - Pickleball court funded from fund balance: \$150,000

- Capital reserve transfers to the General Fund totaled \$111,546, allocated for:
 - Sidewalk improvements: \$76,346
 - Police vehicle/equipment set-aside: \$23,200
 - Downtown square benches: \$12,000
- Appropriations totaling \$823,654 from fund balance for three specific Board-requested projects were:
 - Sidewalks: \$423,654
 - Pickleball court: \$150,000
 - Project Coffee: \$250,000
- Major budget requests unfunded to date total approximately \$1,522,901, were:
 - Personnel and benefits: \$334,401, were:
 - Recreation Coordinator: \$56,025
 - Two dock attendants (April 1 – November 23): \$20,884
 - Three firefighters (July 2025 – June 2026): \$213,513
 - Fire Administrative Lieutenant for accreditation (Jan 2025 – June 2026): \$38,678
 - Firefighter Skill Bridge Program (June 2025): \$5,301
 - Unfunded capital outlay requests (not funded to date): \$80,500, were:
 - Extrication equipment: \$56,000
 - Radios: \$18,500
 - Treadmill: \$6,000
 - Capital outlay requests identified for loan funding, totaling \$633,000, were:
 - Replacement boat and equipment: \$51,500
 - Brush truck: \$125,000
 - Utility/quick response vehicle with equipment and monitors: \$120,500
 - Deployment-ready trailer with dams: \$232,000
 - Capital set-aside funds proposed totaling \$475,000, were:
 - Fire Department: \$200,000
 - Emergency Medical Services: \$15,000
 - Parks & Recreation: \$245,000
 - Emergency Management: \$15,000

In response to inquiries from the board, Finance Director Johnson clarified the following:

- Unspent funds would be returned to the fund balance at year-end.
- Regarding occupancy tax revenue, the town retains 3% of net proceeds while the remainder is allocated elsewhere.
- The current budget keeps the town's fund balance at approximately 50% without using \$650,000 in reserves.

- Public works staff receive a cell phone stipend based on their roles, department heads receive \$50 per month, and fire department staff do not receive a stipend due to their specific circumstances.

Department heads reviewed details related to their budget requests as follows:

Town Clerk Fender reviewed the upcoming year's request, which included training for both the clerk and deputy clerk, where last year did not include any training for her. The importance of these funds were highlighted, focusing on certification requirements and operational needs. Dues and subscriptions were discussed, with a large portion going to the League of Municipalities and other necessary professional associations and services that provide certifications, professional development opportunities, and discounts for municipal employees. Additionally, she reviewed that not having funding in the budget for UDO codification resulted in needing to request a budget amendment to take care of finalizing amendments that the board approved.

Finance Director Sonia Johnson elaborated on professional services expenses, which include mandatory actuarial services related to audits, health benefits, and law enforcement, provided by firms such as Cavanaugh and Associates, as required by state regulations.

Police Chief Dwayne Taylor addressed the need for new handheld radios, as the existing equipment is outdated after 12 years of use. He mentioned upcoming meetings with Motorola and the sheriff's office regarding new radio contracts, underscoring the importance of modern communication tools for safety and effectiveness. Other police-related budget items discussed included equipment for police vehicles and street maintenance.

Town Manager Barlow shared that the Solid Waste and Stormwater Enterprise Funds were supported by user fees, and no fee increases were proposed. He recommended eliminating the early payment credit on Stormwater to cover increased equipment costs.

Several Board members expressed concern about the \$365,000 for a new Emergency Medical Services department, suggesting it might need to be cut due to budget constraints.

Town Manager Barlow indicated he had received good directions from the board and would work to reduce the deficit further before the next budget session. The board agreed to continue budget discussions at their next regular meeting on May 13th.

Adjournment

On a motion by Commissioner Brown, seconded by Mayor Pro Tem Conaway, the meeting adjourned at 8:02 pm.

Following adjournment, Commissioner Eckendorf brought up consideration for a tax reduction and made a motion to recommend a \$0.02 tax cut, but no formal action was taken as the meeting had already adjourned.

Town of Swansboro
Board of Commissioners
May 13, 2025, Regular Meeting Minutes

Item III - b.

In attendance: Mayor William Justice, Mayor Pro Tem Jeffrey Conaway, Commissioner Pat Turner, Commissioner Joseph Brown, Commissioner Douglas Eckendorf and Commissioner Tamara Pieratti.

Call to Order/Opening Prayer/Pledge

The meeting was called to order at 6:00 pm and Mayor Justice led the Pledge of Allegiance.

Public Comment

Cassandra Nichols, a representative from the Seaside Arts Council, spoke about their non-profit funding application for the 16th annual SwanFest concert series, scheduled to begin June 1st. Despite success with private sponsorships, the group still lacked funds to cover all expenses. Treasurer Martha Oyen reiterated the need for funding.

Mary Pat Smey, a representative from Tunnels2Towers, shared that she was present in case there were any questions about their non-profit funding application.

Linda Thornley spoke on behalf of the Swansboro Military Affairs Committee and their non-profit funding application to help provide support for Military Appreciation Day. She noted strong attendance in the previous year and anticipated a higher turnout this year.

Terri Herbert of 102 Oyster Bay Road expressed concerns about the proposed budget deficit and questioned the necessity of certain projects, such as Project Coffee and the land use plan update. She also raised concerns about a proposed tax rate reduction and the potential impacts of the Flybridge development.

Junior Freeman of 714 W. Corbett Avenue warned against the use of eminent domain for a 7-acre property, citing legal and financial risks. He encouraged transparency and alternative approaches to site use.

Jamie Petani of 2102 Holly Hill Court commented about traffic and shared that she felt the police department was understaffed.

Adoption of Agenda and Consent Items

On a motion by Commissioner Brown, seconded by Commissioner Turner, the agenda and the below consent items were adopted unanimously.

- February 20, 2025, Special Meeting Minutes
- February 25, 2025, Regular Meeting Minutes

- February 25, 2025, Closed Session Minutes
- March 11, 2025, Regular Meeting Minutes
- March 11, 2025, Closed Session Minutes

Appointments/Recognitions/Presentations

Proclamations: Boating Week, Onslow County Senior Games, National Public Works Week, National Police Week

Mayor Justice presented four proclamations recognizing important community observances. National Safe Boating Week was proclaimed for May 17–23, with a representative from the Coast Guard Auxiliary, emphasizing the value of vessel safety checks and offering free inspections to residents. Carolyn Harris, Senior Games Ambassador, encouraged community members aged 50 and older to participate in local events, which celebrated past medalists and invited new involvement. National Public Works Week was proclaimed for May 18–24, with the Board and staff commending the department's vital role in maintaining infrastructure and serving the public. A proclamation for National Police Week honored law enforcement efforts, especially along the busy Highway 24 corridor, and recognized May 15 as Peace Officers Memorial Day.

Business Non-Consent

Approval for Design-Build Delivery Method

Town Manager Barlow reviewed the request for the use of the design-build delivery method for the construction of the Emergency Operations and Public Safety Building. He explained that this approach would streamline project execution and allow the Town to better meet timelines and quality standards. Mr. Barlow reviewed the six criteria required by North Carolina General Statute 143-128.1 A(b), which include adequate project definition, time constraints, ability to ensure quality, feasibility of oversight, business inclusion goals, and cost-effectiveness. He stated that the project clearly met all criteria, particularly in terms of managing time and cost constraints while ensuring oversight and accountability.

On a motion by Commissioner Eckendorf, seconded by Commissioner Turner, utilization of the Design-Build Delivery Method for the Emergency Operations Center/Public Safety Building (EOC/PSB) based on compliance with NC 143-128.1 A(b) was unanimously approved.

Approval for Request for Qualification for the Design-Build of the Town of Swansboro Emergency operations Center and Public Safety Center

Town Manager Barlow reviewed the request for approval to issue a Request for Qualifications (RFQ) to solicit proposals from qualified firms for the previously approved Design-Build Delivery Method for the Emergency Operations Center/Public Safety Building (EOC/PSB). Mr. Barlow provided the Board with a draft RFQ and outlined the

evaluation process, reviewing that responses would be scored based on firm qualifications, project understanding, team experience, and approach to project management. This process would ensure the Town selects a contractor best equipped to handle the unique demands of the project.

On a motion by Mr. Eckendorf, seconded by Mayor Pro Tem Conaway, the RFQ for Design-Build services for the Town of Swansboro Emergency Operations Center/Public Safety Building (EOC/PSB) was unanimously approved.

Discussion on Updated Budget Draft FY 25/26

Town Manager Barlow reviewed that following the April 29th Budget Workshop, several adjustments were made to align projected revenues and expenditures. These updates ensured that the annual budget would be balanced in compliance with the North Carolina General Statute 159-8. Additionally, 3 non-profit funding applications were included for review/consideration that totaled \$10,500 and it was clarified that nonprofit contributions would be listed under the "contributions to agency" line in the budget.

Town Manager Barlow also reviewed the strategies for balancing the proposed FY 25/26 budget, reminding the Board that the initial draft presented on April 29th reflected a \$1.6 million deficit. Of that amount, approximately \$823,000 stemmed from discretionary capital projects, including \$150,000 for pickleball courts, \$250,000 for Project Coffee, and allocations for sidewalk work. Once those were subtracted, an \$812,000 shortfall in the general operational budget remained.

To address the gap, Mr. Barlow outlined a series of adjustments that included removing the \$365,000 that had been budgeted for a proposed EMS department, which the County later decided not to provide any funding for. Additionally, the Town also re-applied for a \$500,000 infrastructure grant from the Department of Defense, noting stronger backing from the military base this year. Additional revenue adjustments were made based on updated tax base figures—reflecting a \$2 million increase in valuation—and increased projections. Sidewalk projects were shifted to be fully grant-funded, reducing the need for reserve usage.

With these updates, the required fund balance appropriation was reduced to about \$170,000. Finance staff projected the Town's fund balance to be approximately 52% at the close of FY 24/25. If all budgeted funds were expended in FY 25/26, the balance would drop to 44%, which remains above the state average but below the Board's informal policy target of 50%.

Several commissioners expressed concern about reducing the fund balance below 50%, particularly given the approach of hurricane season. Others voiced confidence in the staff's historically conservative budgeting practices and reminded the Board that actual

revenues often exceed projections, resulting in year-end surpluses. There was discussion around the importance of maintaining support for community projects and avoiding unnecessary delays, especially for items already underway or grant supported. Commissioners also sought clarification on the long-term effect of certain capital commitments like Project Coffee, noting the expectation of future return on investment.

Ultimately, the Board expressed overall consensus to proceed with the staff's approach and directed Manager Barlow to formalize the recommended FY 25/26 budget for presentation.

Future Agenda Topics

Future agenda items were shared for visibility and comments. In addition, an opportunity was provided for the Board to introduce items of interest and subsequent direction for placement on future agendas. The following items were addressed:

- Future consideration for the extension of the Dockwalk from Bicentennial Park to Riverview Park was mentioned with staff confirming this was already part of future improvement plans.
- Recognition of Logan Walters at a future meeting was requested.

Public Comment

Terri Herbert of 102 Oyster Bay Road voiced her concerns about the lack of transparency in Project Coffee and questioned how a \$250,000 investment relates to the claims of a \$54 million development. She raised concerns about job numbers, environmental impact, freight access, utilities, and overall feasibility.

Junior Freeman of 714 W. Corbett Avenue urged the Board to retain and repurpose the visitor center for public restrooms, highlighting its importance for downtown accessibility and tourism. He also shared that he recalled that long-standing easement and connectivity concerns existed near Riverside Park in regard to extending the Town Dockwalk project past Bicentennial Park.

Board Comments

Commissioners thanked staff and the public for their participation. They emphasized openness to communication and commended staff for their work on the budget and ongoing projects.

Closed Session

On a motion by Commissioner Eckendorf, seconded by Mayor Pro Tem Conaway and with unanimous approval, the board entered closed session at 7:23 pm pursuant to NCGS 143-318.11 (a) (3) to consult with an attorney employed or retained by the public

body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege was hereby acknowledged.

Pursuant to a motion duly made and seconded in closed session the board returned to open session with nothing to report.

Adjournment

On a motion by Mayor Pro Tem Conaway, seconded by Commissioner Eckendorf, the meeting adjourned at 7:55 pm.

Town of Swansboro
Board of Commissioners
May 27, 2025, Regular Meeting Minutes

Item III - d.

In attendance: Mayor William Justice, Mayor Pro Tem Jeffrey Conaway, Commissioner Pat Turner, Commissioner Joseph Brown, Commissioner Douglas Eckendorf and Commissioner Tamara Pieratti.

Call to Order/Opening Prayer/Pledge

The meeting was called to order at 6:00 pm and Mayor Justice led the Pledge of Allegiance.

Public Comment

Citizens were offered an opportunity to address the Board regarding items listed on the agenda. No comments were made.

Adoption of Agenda and Consent Items

On a motion by Commissioner Brown, seconded by Mayor Pro Tem Conaway, the agenda and the below consent items were adopted unanimously.

- March 25, 2025, Regular Meeting Minutes
- March 25, 2025, Closed Session Minutes
- April 8, 2025, Closed Session Minutes
- April 8, 2025, Closed Session Minutes
- ONWASA Administrative Service Agreement
- Tax Refund Request totaling \$503.86

Appointments/Recognitions/Presentations

Recognition of Isabella Smith – Military Child of the Year

Mayor Justice presented a proclamation honoring Isabella Smith, a 17-year-old junior at Swansboro High School, recognized as the 2025 Operation Homefront Military Child of the Year for the United States Marine Corps.

Isabella Smith spoke briefly about her award, stating that it was a reflection of Swansboro and the opportunities provided for military children in the town. She emphasized that she had been in Swansboro for most of her life and had benefited from programs like the student-to-student program at her school.

Swimming Pool Committee Presentation

Matthew Prane, the Pool Committee Chair, presented a detailed overview of the committee's findings and potential options for developing a swimming pool in Swansboro. He discussed various cost estimates, ranging from a \$13 million three-pool facility to a \$7.5 million outdoor 8-lane programming pool. Prane also presented a more affordable option using a Mega

InstaPool, which could cost around \$60,000 for the pool itself, with additional expenses for staffing, maintenance, and other necessities.

Prane emphasized the need for programming to drive the design of the pool and requested guidance from the board on location, budget, and the town's vision for the project. He presented potential revenue streams, including memberships and swim lessons, suggesting that the pool could potentially become a sustainable business model for the town.

Board members asked several questions about the proposal, including concerns about the durability of the Mega InstaPool, potential locations, and more detailed cost breakdowns.

The board suggested scheduling a future workshop meeting with the pool committee to discuss the project in more depth.

Board Appointments

Town Clerk Fender reviewed that due to a vacancy there was an appointment opportunity for the Alternate seat on the Historic Preservation Commission and there were two interested applicants.

On a motion by Mayor Pro Tem Conaway, seconded by Commissioner Brown, with unanimous approval, Brad Phillips was appointed to the Historic Preservation Commission alternate seat.

Public Hearing

Proposal to Extend an Economic Development Incentive Grant to JOED

Town Manager Barlow shared that pursuant to NC General Statute Section 158-7.1, holding a public hearing to extend an economic development incentive grant to Jacksonville Onslow Economic Development Partnership (JOED) was required. He reviewed that the town of Swansboro and Onslow County each proposed to appropriate \$250,000 to JOED as a required local match for receipt of a North Carolina Industrial Development Grant of \$1,813,500. The grant would be used for site improvements at the property referred to as Project Coffee, located at the intersection of Highway 24 and Belgrade Swansboro Road.

The public hearing was opened at 6:51 pm, no comment were made.

On a motion by Commissioner Eckendorf, seconded by Commissioner Pieratti, unanimous approval was given to authorize execution of the Non-Profit Agency Reimbursable Grant Contract between the Town of Swansboro and Jacksonville Onslow Economic Development Partnership, Inc. (JOED), for execution of the Memorandum of Understanding (MOU) Town of Swansboro and Onslow County Board of Commissioners and adoption of Resolution 2025-R5.

Business Non-Consent

Monthly Financial Report as of April 30, 2025

Finance Director Sonia Johnson presented the monthly financial report for April 30, 2025. Key Takeaways were:

- Total excess revenues over expenditures in the general fund were \$503,961 with encumbrances and \$630,830 without encumbrances
- Overall expenditures were at 65.62% of the budget

Updates on stormwater and solid waste enterprise funds, town debt, and current cash and investment accounts were provided.

Future Agenda Topics

Future agenda items were shared for visibility and comments. In addition, an opportunity was provided for the Board to introduce items of interest and subsequent direction for placement on future agendas. No new items were added.

Public Comment

Citizens were offered an opportunity to address the Board for no more than five minutes regarding items not listed on the agenda. No comments were made.

Manager's Comments

Town Manager Barlow shared that progression of the Main Street dock's grant application, highlighting the Town was invited to submit for a full application, indicating a promising step towards securing funding. The Riverview Boardwalk grant proposal was not accepted this year; however, the Town would continue to seek support in subsequent cycles.

Board Comments

Board members conveyed their appreciation to the staff, residents, and presenters for their hard work and participation during the meeting.

Commissioner Doug Eckendorf shared a letter from the County Commissioners intending to strengthen ties with Swansboro to boost operational efficiencies and advance local services.

Mayor Justice acknowledged all contributors to the well-received Memorial Day service hosted at Bicentennial Park, specifically thanking local businesses, town departments, and the Military Affairs Committee for their efforts. He encouraged residents to reach out with queries or feedback, reinforcing the board's openness and willingness to engage with the community.

Adjournment

On a motion by Mayor Pro Tem Conaway, seconded by Commissioner Eckendorf, the meeting adjourned at 7:55 pm.



Board of Commissioners Meeting Agenda Item Submittal

Item To Be Considered: **Resolution Declaring Surplus Property and Authorizing Disposal**

Board Meeting Date: **July 22, 2025**

Prepared By: **Sonia Johnson – Finance Director**

Overview: The Town Manager is declaring certain items as surplus property. In accordance with the Town’s Purchasing Policy, Board approval is required for the disposal or sale of any assets that have a fair market value exceeding \$5,000.

The Town has identified the following items as no longer necessary for municipal operations. These items have been evaluated, and based on current conditions and market research, each has an estimated fair market value of over \$5,000.

Vehicle/Make Model	Vehicle Identification Number	Estimated Fair Market Value
2010 GMC Sierra SLE	1GTSKVE3XAZ235215	\$6,020-8,157
2016 Dodge Charger	2C3CDXKT3GH136814	\$8,415-\$9,978
2004 Chevy C4500	1GBE4E1234F51585	\$15,000-\$18,000

Background Attachment(s): Resolution 2025-R7

Recommended Action: Motion to approve Resolution 2025-R7 for the disposal or sale of the surplus items listed in the attached documentation, as required by policy.

Action: _____

RESOLUTION NO. 2025-R7**A RESOLUTION DECLARING SURPLUS PROPERTY AND AUTHORIZING DISPOSAL**

WHEREAS, the Town of Swansboro owns certain personal property that is no longer needed for the conduct of public business; and

WHEREAS, pursuant to Purchasing Policy, surplus property with a fair market value exceeding \$5,000 must be approved by the Board of Commissioners prior to disposal; and

WHEREAS, the following item has been identified as surplus property exceeding \$5,000:

Vehicle/Make Model	Vehicle Identification Number	Estimated Fair Market Value
2010 GMC Sierra SLE	1GTSKVE3XAZ235215	\$6,020-8,157
2016 Dodge Charger	2C3CDXKT3GH136814	\$8,415-\$9,978
2004 Chevy C4500	1GBE4E1234F51585	\$15,000-\$18,000

WHEREAS, it is in the best interest of the Town to dispose of the surplus property in a manner that provides the greatest benefit to the public through public auction in accordance with applicable laws and regulations.;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Swansboro, as follows:

1. The item listed above is hereby declared surplus property.
2. The Town Manager is authorized to dispose of the surplus property
3. Any proceeds from the sale of the surplus property shall be deposited into the Capital Reserve Fund earmarked for future capital equipment.
4. This resolution shall take effect immediately upon adoption.

Adopted by the Swansboro Board of Commissioners in regular session, July 22, 2025.

William Justice, Mayor

Attest:

Alissa Fender, Town Clerk



Board of Commissioners Meeting

Agenda Item Submittal

Item To Be Considered: **Special Event Application Fee Waiver – Little Pink Houses of Hope**

Board Meeting Date: **July 22, 2025**

Prepared By: **Anna Stanley – Parks & Recreation Director**

Overview: A special event application has been submitted to Parks and Recreation requesting a waiver of fees.

Little Pink Houses of Hope offers free vacation retreats to breast cancer patients and their families. They are also partnering with Swansboro Paddle Boarding to host this event. Ocean Cure, from Wilmington, leads kayaking and paddleboarding for families. The event will be held on August 20, 2025, 9 am-1 pm at Bicentennial Park. The fee would be \$40 for an open space permit. Little Pink Houses of Hope is asking for a waiver of fees for the event. Non-profit letter and certificate of insurance will be received prior to the event. The request was presented to the Parks and Recreation Advisory Board on July 16, 2025, for their recommendations. The advisory board recommended that the fees be waived for the Little Pink House of Hope event on August 20, 2025.

Background Attachment(s): Little Pink Houses of Hope Special Event Application

Recommended Action: Approve or deny waiver of fees for Little Pink Houses of Hope event

Action: _____



LittlePink
Houses of HOPE



Emerald Isle, NC
August 16 - August 23, 2025

BREAST CANCER FAMILY RETREAT

A free week-long retreat is just what the doctor ordered.

Join us as a volunteer, property donor, or financial supporter as we create a once-in-a-lifetime vacation experience for 10-12 breast cancer families. We believe a cancer diagnosis does not just affect the patient, but the entire family. Every retreat is designed to help families relax and reconnect during the cancer journey.

Share your gifts and talents to make the week memorable for families.

Have questions or know you want to help in some way?
Contact our Emerald Isle Retreat Coordinator Dawn Walker
dawn@littlepink.org – (336) 260-1309



www.littlepink.org

Little Pink is a 501 (c)3 non-profit organization.
Federal Tax ID# 27-3365488
2442 Tribek Court, Burlington, NC 27215 / 336-213-4733
All gifts are tax deductible as allowed by law.



Little Pink Houses of Hope is non-profit organization that provides FREE weeklong vacations for breast cancer patients and their families. We believe a cancer diagnosis does not just affect the patient, but the entire family. Every retreat is designed to help families relax, reconnect, and rejuvenate during the cancer journey. We are excited about our upcoming retreat **August 16-23, 2025, in Emerald Isle, NC**, a community that has generously surrounded families with donations of meals, activities, and support for many years. Since 2010 over 1,500 families have experienced a week they will forever remember. The financial burden of every aspect of a vacation is removed so that families can relax, reconnect, and rejuvenate in a world free of appointments, doctors, and daily demands.

We are asking for your support! Our retreats leverage the compassion of generous donors to provide for our families in need. Our model is successful because of wonderful individuals, local businesses and organizations that provide houses, meals, activities, and financial support for our retreats. Little Pink Houses of Hope is a 501(c)3 organization and all financial donations and donations of goods and services are tax deductible.

Your generosity will help us continue to provide retreat opportunities for breast cancer families. Please feel free to contact me if you have any questions.

Thank you for giving families hope!
Sincerely,

A handwritten signature in black ink that reads "Dawn Walker".

Dawn Walker
(336) 260-1309

Volunteer Retreat Coordinator, Emerald Isle, NC

****This application must be completed and turned in at least 45 days prior to your special event****

Section 1: Event Introduction/On-Site Info.

1. Event Name _____
2. Organization Sponsor Little Pink Houses of Hope
3. Event Date 8-20-25
 Time Start 9:00 am Time End 1:00 pm
 Has your event been held previously? Yes/No
 If so, where and when? August 2024
4. On-site Person Responsible:
 Name Dawn Walker
 Home Address 2218 Wiggins St. Burlington NC 27215
 E-mail dawn@littlepink.org Phone 336-260-1309
5. Facility/Park Requested Bicentennial Park
6. Brief Event Description We provide ~~to~~ retreats to breast cancer patients and their families. We are going to paddleboard and kayak. We partner with Ocean Cure out of Wilmington and Swansboro Paddle Boarding and Kayaking.
7. Expected attendance 50
8. Describe any admission fees and/or items to be sold/distributed N/A

9.

Alcohol:

** Alcohol sale and consumption is strictly limited to indoor facilities **ONLY!** **Will alcoholic beverages be sold at the event? Yes ___ No ☒

If yes, what facility are you planning to use? Recreation Center ___ Town Hall ___

Park (list park) _____

In order to serve alcohol an ABC permit is required. Whose name will be on the license?

Name _____ Home Phone _____

Address _____

Is the vendor a licensed liquor establishment? Yes ___ No ___

Contact person _____

Work Phone _____ Home Phone _____

Address _____

How will the liquor be dispensed? _____

How will admission to the beer/liquor area be controlled by age? _____

10.

Describe Security proposal for the event N/A

****If security arrangements are deemed inadequate by the Police Chief, the applicant shall be REQUIRED to employ law enforcement officers through the Swansboro Police Department.**

Section 2: Services Required/Outside Items

1. Describe plans for clean-up We will remove the tent and chairs and anything that needs to be removed.

2. Will extra trash receptacles be necessary? Yes ___ # ___ No ☒

Refuse Removal: Town Staff will work with applicant for extra trash removal based on event. An additional fee may be applied for this service.

3. Describe how you propose to control parking and traffic at the event. How many people do you plan to provide or hire to accomplish these functions? Will you need to incorporate road closures or use barriers? We have permission from il Cigno Italiano to park in their lot.

4. Will First Aid be provided? Yes ___ No ☒
If so, by whom? _____ Medical Certification Level _____

5. List any other required services you may need _____

6. Will you utilize temporary structures (i.e., tents, concession stand, stage)? If yes, describe each type and planned location. Pop up tent and folding chairs

Will a tent or overhead canopy larger than 400 sq. feet be erected at this event? Yes ___ No ☒

****A temporary tent or canopy larger than 400 sq. feet requires a permit and inspection from the Town of Swansboro in order to be used at the event.**

7. Do you plan to provide additional portable restrooms? Yes ___ No ☒

If yes, how many? _____ where? _____

8. Will there be vendors at your event? Yes ___ No ☒

What type of vendors will be at your event? (food vendors, craft vendors, etc.) _____

***All additional required vendor information can be found under the 'Events with Vendors' portion of this application.**



Board of Commissioners Meeting Agenda Item Submittal

REVISED 7/21/2025

Item To Be Considered: **Board Appointments**

Board Meeting Date: **July 22, 2025**

Prepared By: **Alissa Fender, MMC – Town Clerk**

Overview: Board appointments are needed on the Planning Board for 1 in-town seat and 1 ETJ seat.

At this Historic Preservation Commissions June 17, 2025, the commission was tasked with selecting a member to serve in the HPC Planning Board seat. With no other members interested, Christina Ramsey agreed to move from her in-town seat on the Planning Board to the HPC appointed seat on the Planning Board, resulting in an in-town seat vacancy. The ETJ seat has remained vacant for over a year, as there have been no applications from ETJ residents until recently.

The Talent Bank Sheet listing the citizens that are interested in serving on an advisory board is provided.

Planning Board

One (1) In Town seat to consider for appointment. One (1) ETJ seat Vacancy.

There are **10** in-town applications on file and 1 applications on file for ETJ.

An application for an in-town resident was received 7/21/2025, talent bank has been updated

Background Attachment(s):

1. NCGS 160A-362 and NCGS 128-1.1
2. Talent Bank Sheet

Recommended Action: Consider appointments to the Planning Board

Action: _____

§ 160A-362. Extraterritorial representation.

When a city elects to exercise extraterritorial zoning or subdivision-regulation powers under G.S. 160A-360, it shall in the ordinance creating or designating its planning board provide a means of proportional representation based on population for residents of the extraterritorial area to be regulated. Representation shall be provided by appointing at least one resident of the entire extraterritorial zoning and subdivision regulation area to the planning board and the board of adjustment that makes recommendations or grants relief in these matters. For purposes of this section, an additional member must be appointed to the planning board or board of adjustment to achieve proportional representation only when the population of the entire extraterritorial zoning and subdivision area constitutes a full fraction of the municipality's population divided by the total membership of the planning board or board of adjustment. Membership of joint municipal county planning agencies or boards of adjustment may be appointed as agreed by counties and municipalities. Any advisory board established prior to July 1, 1983, to provide the required extraterritorial representation shall constitute compliance with this section until the board is abolished by ordinance of the city. The representatives on the planning board and the board of adjustment shall be appointed by the board of county commissioners with jurisdiction over the area. When selecting a new representative to the planning board or to the board of adjustment as a result of an extension of the extraterritorial jurisdiction, the board of county commissioners shall hold a public hearing on the selection. A notice of the hearing shall be given once a week for two successive calendar weeks in a newspaper having general circulation in the area. The board of county commissioners shall select appointees only from those who apply at or before the public hearing. The county shall make the appointments within 45 days following the public hearing. Once a city provides proportional representation, no power available to a city under G.S. 160A-360 shall be ineffective in its extraterritorial area solely because county appointments have not yet been made. If there is an insufficient number of qualified residents of the area to meet membership requirements, the board of county commissioners may appoint as many other residents of the county as necessary to make up the requisite number. When the extraterritorial area extends into two or more counties, each board of county commissioners concerned shall appoint representatives from its portion of the area, as specified in the ordinance. If a board of county commissioners fails to make these appointments within 90 days after receiving a resolution from the city council requesting that they be made, the city council may make them. If the ordinance so provides, the outside representatives may have equal rights, privileges, and duties with the other members of the board to which they are appointed, regardless of whether the matters at issue arise within the city or within the extraterritorial area; otherwise they shall function only with respect to matters within the extraterritorial area. (1959, c. 1204; 1961, c. 103; c. 548, ss. 1, 13/4; c. 1217; 1963, cc. 519, 889, 1076, 1105; 1965, c. 121; c. 348, s. 2; c. 450, s. 1; c. 864, ss. 3-6; 1967, cc. 15, 22, 149; c. 197, s. 2; cc. 246, 685; c. 1208, s. 3; 1969, cc. 11, 53; c. 1010, s. 5; c. 1099; 1971, c. 698, s. 1; 1983, c. 584, ss. 1-4; 1995 (Reg. Sess., 1996), c. 746, s. 2; 2005-418, s. 11.)

§ 128-1.1. Dual-office holding allowed.

(a) Any person who holds an appointive office, place of trust or profit in State or local government is hereby authorized by the General Assembly, pursuant to Article VI, Sec. 9 of the North Carolina Constitution, to hold concurrently one other appointive office, place of trust or profit, or an elective office in either State or local government.

(b) Any person who holds an elective office in State or local government is hereby authorized by the General Assembly, pursuant to Article VI, Sec. 9 of the North Carolina Constitution to hold concurrently one other appointive office, place of trust or profit, in either State or local government.

(c) Any person who holds an office or position in the federal postal system or is commissioned as a special officer or deputy special officer of the United States Bureau of Indian Affairs is hereby authorized to hold concurrently therewith one position in State or local government.

(c1) Where authorized by federal law, any State or local law enforcement agency may authorize its law enforcement officers to also perform the functions of an officer under 8 U.S.C. § 1357(g) if the agency has a Memorandum of Agreement or Memorandum of Understanding for that purpose with a federal agency. State and local law enforcement officers authorized under this provision are authorized to hold any office or position with the applicable federal agency required to perform the described functions.

(c2) Repealed by Session Laws 2015-201, s. 3(b), effective August 5, 2015.

(d) The term "elective office," as used herein, shall mean any office filled by election by the people when the election is conducted by a county board of elections under the supervision of the State Board of Elections. (1971, c. 697, s. 2; 1975, c. 174; 1987, c. 427, s. 10; 2006-259, s. 24(a); 2011-31, s. 13; 2014-100, s. 14.11(b); 2015-201, s. 3(b); 2015-241, s. 14.30(u); 2017-6, s. 3; 2018-146, ss. 3.1(a), (b), 6.1.)

Historic Preservation	Item IV - a.
Planning Board	
Board of Adjustment	
Park Board	
Tourism Authority	
Other	

THUMBNAIL PROFILES TALENT BANK APPLICANTS

Michael Alden Diehl **Town Limits** (252)646-9221 (11/2023)

Appointed to TDA

Interested in Planning Board Park Board

- Marine Superintendent – Duke University Marine Labs
- Bachelor's degree
- Community involvement includes Travis Manion Foundation, Team Rubicon, Tunnels to Towers, Mountain to Sea Trail Angel
- Has worked around the world, in the military and as a civilian. Has ample experience building teams and working with diverse stakeholders to meet consensus and accomplish goals.
- Desires a more active role serving the community and working with citizens to continue building on the great work that Swansboro is a wonderful place.

Gary Keroack **Town Limits** (904)537-7273 (11/2023)

Interested in Planning Board Other

- Retired, Occasional Math Tutor
- MBA, M.A. Math Education (6-12)
- HOA Design Board Member in Florida and Halls Creek
- Special skills include meteorology, oceanography, and business administration
- Desire to volunteer his free time to become more involved in the community

Kelley Brown (910)238-0191 (12/2024)

Interested in Tourism Authority

- Sales Manager Hampton Inn Suites
- Highschool graduate
- Member of the Military Affairs Committee, TAC Committee for Onslow County, Hospitality Committee for Onslow County. Previously recognized as the 2022 Hospitality Person of the Year, and 2021 SACC Businesswoman of the Year.
- Working in the hotel in sales provides a unique insight into what groups are coming to the area for and how to keep them returning. Knowledge includes how to attract other groups and what to do from a town standpoint to keep the area busy.
- The hotel has a special position, they are consistently involved in the community and in the growth of the town, as it advances all interest and desires to provide both to the community through participating on an advisory board.

Ben Rupert **Town Limits** (910)381-1848 (11/2023)

Interested in Planning Board

- Estimator with Faulconer Construction Company
- Bachelor of Science in Civil Engineering
- Served on the Town of Youngsville Planning Board
- 5 years of land development experience and 8 years of heavy civil construction
- Desires to make a sustainable impact on future land use and development in the town.

Bryan Lowe **Town Limits** (910)978-6498 (12/2023)

Interested in Planning Board Board of Adjustment

- Retired/Disabled Veteran
- Master of Science, Logistics Management and Black Belt Lean Six Sigma

Historic Preservation	Item IV - a.
Planning Board	
Board of Adjustment	
Park Board	
Tourism Authority	
Other	

- Involved with Veterans Memorial Gardens, Past president of Warrant Officer Association
- Logistics background, developed processes
- Desires to find a good use for free time

Frank Jones **Town Limits** (919)820-2342 (12/2023)

Interested in Planning Board

- Retired
- Bachelor of Science In Mechanical Engineering
- Involved with civic groups, Jaycees & Lions
- Past professional experience in project planning & execution
- Interested in future growth of Swansboro & helping support town commissioners in evaluating proposed projects that might impact that growth

Tim Vannoy **Town Limits** (910)388-7124 (12/2023)

Interested in Historic PreservationBoard of AdjustmentPark BoardTourism AuthorityOther

Appointed to PB

- Telecom Specialist with USMC
- Some college
- Swansboro Baseball & Softball Association (SBSA) coach, helped clean up after Florence, HOA board for Halls Creek North, mows SBSA fields with own equipment
- USMC IT retied 22 years, in current job oversees construction on base, completes daily inspections and oversees contracts
- Interest is the town, believes understanding of prior jobs will bring a motivation that is needed

Thomas Pieratti **Town Limits** (843)476-1134 (8/2024)

appointed to BOA

Interested in Historic PreservationPlanning BoardPark BoardTourism AuthorityOther

- Range control officer MCB Camp Lejeune
- Master of Science Administration
- Prior civic involvement with Toys for Tots, Young Marines, multiple fundraisers
- Had involvement with many types of people during a 25 year career with the USMC, traveled the world
- Involved in the community since 2018 and understands “Swansboro” wants to ensure that the community is able to evolve with the times without losing what makes the town, only way to make a change is to be involved.

Sherrie Hancock **ETJ** (910)581-4768 (12/2024)

appointed to PB

Interested in Tourism Authority

- Hospitality Service Director Hampton Inn and Suite
- Some College
- Prior TDA/Currently serves on Planning Board
- Has lived in Swansboro for 52 years. 6 generations in this area. As mention, was prior TDA member and would love to continue to serve the community by sharing thoughts and concerns.
- As her home she wants to serve the community and make it as safe and as enjoyable as it has been in the past. The town is called the “Friendly City by the Sea” for a reason and she wishes to keep it that way.

Historic Preservation	Item IV - a.
Planning Board	
Board of Adjustment	
Park Board	
Tourism Authority	
Other	

Catherine Madison **Town Limits** **(252)764-1805** (12/2024)

Interested in **Tourism Authority**

- General Manager Hampton Inn and Suites
- High School Education
- Military Affairs Committee
- Has worked in hospitality for 7 years under Crown Hotel and Travel Management, which has given her good prospective on what is needed to maintain and get new business coming to Swansboro. She has 3 children active in the community with dance and baseball which helps her know the market segment for youth travel.
- Having become more involved with the community through the Military Affairs Committee and volunteering at different events she would like to expand her horizon into helping bring more business to the town of Swansboro.

Ryan Swanson **Town Limits** **(862)354-2597** (01/2025)

Interested in **Planning Board****Park Board****Tourism Authority**

- COO of DFS Advertising Agency
- Some College
- Previous member of Swansboro Area Events Organization, Swansboro Area Development Foundation, Swansboro Military Affairs Committee, Swansboro Veterans Memorial Committee
- 15+ years in business leadership in Swansboro, 10+ years in local property management and season tourism patterns/growth. Proven track record in tourism/local development and event management. Strong marketing and community engagement skills. Currently maintains a network of local business partnerships. Advertising agency is the agency used by the Azalea festival for the past 2 years and for 2025.
- Interested in serving TDA by having direct experience in tourism promotion and management, understands season business patterns in Swansboro. Interested in serving the Planning Board by having a proven track records of business expansion and understands the nature and necessity of careful planning for both commercial and residential. Interested in serving the Parks & Rec Board by having a history of planning large scale community and private events and understands the community needs and interests.
- Overall as a resident of Swansboro since 2007 and having a vested interest in the town growth, he is willing and strongly desires to make a positive change in our community that will benefit most and assisting with positive growth for the Town and make sure that residents and business owners are protected.

Wayne Herbert **Town Limits** **(910)358-7492** (01/2025)

Interested in **Planning Board**

- Aviation Plans & Policy Branch Head, MCIEAST MCB Camp Lejeune – Civil Service
- M.S. Systems Management – Naval Postgraduate School
- Previously Parks Board member, Post 78 American Legion Baseball Team Manager
- Retired USMC Lt. Col. Over 20 years' experience solving problems & taking care of Marines and their families. Formal instruction at Weapons & Tactics squadron. Extensive experience leading working groups, developing plans, and gaining consensus. Served as MCB Camp Lejeune Operations Officer for 4 years.

-Retired from Marine Corp and stayed here. Desires to be part of the dialogues around maintaining charm and history of Swansboro, managing growth, maintaining quality of life and ensuring agriculture is not consumed by development, and applying rules & references along with delivering sound recommendations to town leadership.

Jamie Petani **ETJ** **(910)330-1405** **(05/2025)**

Interested in Planning Board

- Retired
- Some college
- Previously active in Swansboro Little League
- Lifetime resident of Swansboro
- Looking to get involved and help the town grown responsibly

Doug Rogers **Town Limits** **(919)812-3637** (06/2025)

Interested in Planning Board

- Retired from News & Observer, Vice President – Advertising & Community Newspapers
- B.S. UNC Chapel Hill
- Raleigh-Curham Regional Association, Executive Committee Orange County ED Commission, Quality Growth Committee and Governmental Issues Council - Durham Chamber of Commerce, RTP Communications Council, Board of Directors – Chapel Hill/Carrboro Chamber of Commerce, Chairman – United Way Pacesetter Campaign
- Community involvement, executive management experience, 40 years advertising, marketing and new industry, effective listener and consensus builder, strategic planning and implementation, leadership and team development
- Cares deeply for Swansboro, knows that quality growth and development is essential for communities to thrive and provide opportunities. Growth must be managed based on the vision set for the elected officials

Added 7/21/2025

Richard Galati **Town Limits** **(859)797-4929** (07/2025)

Interested in Planning Board Historic Preservation Park Board

- Retired Executive
- MBA, BS – Accounting
- Served on Historic Preservation Commissioner previously, currently serves as a local church minister, served as a volunteer for numerous scouting organizations across the USA.
- Career involved working with a large diversity of people across the country and the entire world.
- Wants to give back to his hometown which he loves. Grandfather, McNeely Lisk served as Mayor in the 50's-60's



Board of Commissioners Meeting Agenda Item Submittal

Item To Be Considered: **Fire Department - Mid-Year Performance Report**

Board Meeting Date: **July 22, 2025**

Prepared By: **Jacob Randall – Fire Chief**

Overview: The Swansboro Fire Department will present its Mid-Year Performance Report, highlighting current performance, strengths, areas for improvement, and operational challenges. This report also supports requirements for the Community Risk Assessment/Standard of Cover Certification BETA program and Agency Accreditation.

Recommended Action: Receive report.

Action: _____



Board of Commissioners Meeting Agenda Item Submittal

Item To Be Considered: **NC League of Municipalities Cybersecurity Services**

Board Meeting Date: **July 22, 2025**

Prepared By: **Jon Barlow – Town Manager**

Overview: The NC League of Municipalities is offering a no-cost cybersecurity support program through its ARP grant to help towns strengthen their defenses against cyber threats. The program includes assessments, consulting, training, and ongoing support to improve cybersecurity readiness. To participate, the Town must adopt a resolution to authorize execution of a Memorandum of Agreement (MOA) with the NC League of Municipalities.

Expanded Overview: The North Carolina State Budget Act of 2021 allocated grant funds to the North Carolina League of Municipalities from the U.S. Treasury's Coronavirus State and Local Fiscal Recovery Funds, authorized under H.R. 1319, the American Rescue Plan Act of 2021. As a result, the League received two award agreements from the Office of State Budget and Management and the North Carolina Pandemic Recovery Office.

The first grant, known as the Municipal Accounting Services and Cybersecurity Grant, allows the League to provide financial software and assistance programs to local governments for expenses related to the COVID-19 pandemic. The second, known as the Guidance and Technical Assistance Grant, enables the League to offer guidance and technical assistance to local governments in administering funds from the Local Fiscal Recovery Fund and the State Fiscal Recovery Fund, as established by S.L. 2021-25.

The Town is requesting the League to utilize these grant funds to conduct a cybersecurity risk assessment of our IT systems. Depending on the assessment's findings, there may be a need for additional cybersecurity-related software or hardware. There is no cost to the Town for the assessment, related services, or any potential software or hardware provided through this program.

Background Attachment(s): Resolution 2025-R8

Recommended Action: Motion to adopt Resolution 2025-R8 to authorize execution of Memorandum of Agreement (MOA) with the NC League of Municipalities.

Action: _____

**RESOLUTION 2025-R8 TO APPROVE A MUNICIPAL ACCOUNTING
SERVICES, CYBERSECURITY AND TECHNICAL ASSISTANCE
MEMORANDUM OF AGREEMENT**

WITNESSETH:

WHEREAS, the North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the NC League of Municipalities (League) grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (ARP); and

WHEREAS, the League received two Award Agreements (OSBM-NCLM-65) from the Office of State Budget and Management (OSBM) and the North Carolina Pandemic Recovery Office (NCPRO); and

WHEREAS, the first Award Agreement is identified as OSBM-NCLM-65. This grant enables the League to provide “financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic...” This grant is referred to as the Municipal Accounting Services and Cybersecurity Grant; and

WHEREAS, the second Award Agreement is identified as OSBM-NCLM-66. This grant enables the League “to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25.” This grant is referred to as the Guidance and Technical Assistance Grant; and

WHEREAS, the Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the “League Grants”.

WHEREAS, the League Grants are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services; and

WHEREAS, pursuant to US Treasury Guidance, units of local government that receive services that are funded by one or both of the League Grants are beneficiaries of one or both of the League Grants, respectively, and such services are provided at no cost to these local governments; and

WHEREAS, the League has established a Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement pursuant to the terms of the League’s Municipal Accounting Systems and Cybersecurity Grant and the Guidance and Technical Assistance Grant; and

WHEREAS, this Municipal Accounting System, Cybersecurity and Technical Assistance Memorandum of Agreement will offer local municipalities:

(1) Services rendered by the League (League Services) including but not limited to capital expenditures for special purpose software and computer equipment as set forth in §2 C.F.R. 200.439; and

(2) Services rendered by one or more service providers (Contractor Services), retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459; and

(3) Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453; and

WHEREAS, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement, is attached hereto as Exhibit A; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY/TOWN COUNCIL/BOARD OF SWANSBORO:

1. That, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement is hereby approved.
2. That the Manager/Clerk is authorized to execute the attached Memorandum of Agreement (or one substantially equivalent thereto) and such other agreements and actions as necessary in accordance with the League's Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant.

Adopted, this the _____ day of _____, 2025

TOWN/CITY OF SWANSBORO

By: _____

(Name)

Mayor

ATTEST:

(Name)

Town Clerk

Exhibit A
**MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND
TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT (MOA).**

MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT

This Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement (hereinafter the “Agreement”) is entered into as of the Effective Date set out below, by and between the Town of Swansboro (hereinafter the “Municipality”) and the NC League of Municipalities (hereinafter the League), each additionally referred to as a “Party”; and collectively as the “Parties.” This Agreement and the obligations hereunder shall be effective upon execution of this Agreement by all Parties (“Effective Date”).

For good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

Article I. Overview.

1. Enabling Law and Regulation.

The North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the League grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (hereinafter ARP/CSLFRF). Pursuant to this legislation, the League received two Award Agreements from the Office of State Budget and Management (hereinafter OSBM) and the North Carolina Pandemic Recovery Office (hereinafter NCPRO).

The funds are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services.

2. Grants Awarded to the NC League of Municipalities.

The first Award Agreement is identified as **OSBM-NCLM-65**. This grant enables the League to provide “financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic...” This grant is referred to as the **Municipal Accounting Services and Cybersecurity Grant**.

The second Award Agreement is identified as **OSBM-NCLM-66**. This grant enables the League “to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25.” This grant is referred to as the **Guidance and Technical Assistance Grant**.

The Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the “**League Grants**”.

One or both of the League Grants fund this Agreement.

3. Status of the Parties.

The undersigned Municipality is a beneficiary of the League Grants. The service providers retained by the League and funded by the League Grants for the benefit of the Municipality are contractors (“Contractors”).

4. Services Offered.

Pursuant to this Agreement, the League hereby offers the following to the Municipality:

- a. Services rendered by the League (“League Services”). See Exhibit A.
- b. Services rendered by one or more service providers (“Contractor Services”) retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459. See Exhibit B, as applicable (and subsequent Exhibits, as applicable).
- c. Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453. The League shall fund League Services and Contractor Services pursuant to this Agreement.

The League shall fund League Services and Contractor Services pursuant to this Agreement. The Municipality accepts the League Grant(s) pursuant to this Agreement.

5. Additional Services.

Additional Services (hereinafter “Additional Services”) may be offered to the Municipality by the League during the League’s Grant period pursuant to this Agreement. The Municipality’s official, who is designated in the Municipality’s adopting Resolution, may execute further agreements, modifications of this Agreement, and agree to Additional Services to be provided to the Municipality. These Additional Services shall be described in additional Exhibits to this Agreement (Exhibit C, D, E, etc.) that, when executed by the Parties, shall become part of this Agreement.

6. Term of Agreement.

This Agreement shall begin on the Effective Date of this agreement and shall end when terminated at the discretion either party. All expenditures by the League under this Agreement must be obligated on or before December 31, 2024, and expended on or before December 31, 2026. Unless otherwise terminated, this Agreement shall expire on December, 31, 2026.

7. Termination of Agreement.

The League may terminate this Agreement, in whole or in part, at any time upon written notice to the Municipality and the Contractor. Upon receipt of Notice of Termination from the League: (i) the agreement between the Municipality and the Contractor shall be deemed terminated and Municipality hereby authorizes the League to notify Contractor of said termination on behalf of the Municipality; and (ii) Contractor shall (1) immediately discontinue all services affected (unless the Notice of Termination directs otherwise), (2) deliver to the Municipality all reports, estimates, summaries, and other information and materials

accumulated in performing this contract, whether completed or in process; and (3) subject to funding made available through the League Grants, submit final invoice for work completed up until Contractor's receipt of Notice of Termination.

8. Duties of the Municipality.

The Municipality will utilize League Services and Contractor Services in accordance with this Agreement. It agrees to submit quarterly performance reports for the League Services and Contractor Services received pursuant to this Agreement and to cooperate with the League in appropriate review of these League Services and Contractor Services. The nature and scope of the reports will depend on the project. Any deficiencies or other performance concerns will be addressed with the Municipality and the Contractor.

The Municipality shall obtain and provide to the League a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.

The Municipality shall provide the League with all relevant information requested by the League to enable the League to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note) or other federal or state requirements or audits, unless such information is otherwise confidential under applicable federal or state laws.

Article II. Scope of Funded Activities.

1. Scope of Services

Services provided pursuant to this Agreement are set forth in the Exhibit A & B attached hereto (and subsequent Exhibits as applicable).

2. Approved Budget.

The League, in consultation with the Municipality and the Contractor, shall establish applicable rates and fees to align with the scope of services described in Exhibit B (and subsequent Exhibits as applicable) or amendments thereto as approved in writing by the League. Such charges and rates under this Agreement, once finalized and accepted by the League, are hereinafter referred to as the "Approved Budget". The League shall furnish the Municipality with a copy of the Approved Budget, which will include a detailed summary of charges and rates that the League will be obligated to expend for the benefit of the Municipality using applicable grant funding.

3. Prior Approval for Changes.

The Municipality shall not make any changes, directly or indirectly, to the Contractor Services, or the Approved Budget, without the prior written approval of the League.

4. Allowable Costs for Services Rendered.

All services provided pursuant to this Agreement must fall with the definitions of allowable cost and not be otherwise prohibited under State or Federal law.

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance, Subpart E, defines those items of cost that are allowable, and which are unallowable. These allowable cost requirements are:

1. The costs must be reasonable;
2. The costs must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP);
3. The costs must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances;
4. The costs must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items.

5. Prohibited Uses of Funding.

The US Treasury's Final Rule prohibits certain uses of ARP/CSLFRF funds. Specifically, ARP/CSLFRF funds may not be used for projects within the following categories of expenditures:

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Routine contributions which are part of a payroll obligation for an eligible project are allowed);
2. To borrow money or make debt service payments;
3. To replenish rainy day funds or to fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding;
5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

Article III. Compensation.

1. Payment of Funds.

The League will pay the Contractor identified in Exhibit B (and other Contractors/Consultants identified in subsequent Exhibits as applicable) for services rendered in accordance with the Approved Budget and for the performance of the Contractor Services. No Contractor Services shall be funded by the League outside the parameters of the League Grants. Fees and costs must be supported by evidence of bona fide services rendered.

The Municipality has no obligation to pay for any services identified in the Approved Budget that are the League's responsibility. Services not expressly agreed to by the League shall be the responsibility of the Municipality.

2. Invoices.

Email invoices to Accountspayablearp@nclm.org. Expenses must be reasonable and necessary, documented, itemized, and incurred in accordance with this Agreement. All League expenditures under this Agreement must be obligated on or before December 31, 2024 and expended on or before December 31, 2026.

Article IV. Compliance with Grant Agreement and Applicable Laws.

1. Expenditure Authority.

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARP/CSLFRF grant, including, but not limited to, the following:

- Authorizing Statute. Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2).
- Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).
- Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.

This Agreement is also subject to all applicable laws of the State of North Carolina.

2. Conflicts of Interest; Gifts & Favors.

The Municipality understands that (1) it will use Fiscal Recovery Funds to pay for the cost of this Agreement, and (2) the expenditure of Fiscal Recovery Funds is governed by the League's Conflict of Interest Policy and the Federal and State regulatory requirements (including, without limitation, N.C. Gen. Stat. § 14-234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).

The Municipality certifies that, as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the Municipality involved in the selection, award, or administration of this Agreement (each, a "Covered Individual"), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from Fiscal Recovery Funds, except as to the funds legally expended in this Agreement. Should the Municipality obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

The Municipality certifies to the League that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the League. Should the Municipality obtain knowledge of the provision, or offer of a provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

3. Records Retention and Access.

The Municipality shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Municipality shall make all records, books, papers and other documents that relate to this Agreement, unless otherwise privileged, available at all reasonable times for inspection, review or audit by the authorized representatives of the League, the North Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

4. Suspension and Debarment.

The Municipality shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. The Municipality represents that neither it, nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. The Municipality further agrees that it will notify the League immediately if it, or any of its principals, is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

5. Byrd Anti-Lobbying Amendment.

The Municipality certifies to the League that it has not used and will not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. The Municipality shall disclose any lobbying with non-Federally appropriated funds that takes place in connection with obtaining any Federal award. This certification is a material representation of fact upon which the League has relied when entering this Agreement and all liability arising from an erroneous representation shall be borne solely by the Municipality.

6. Publications.

Any publications produced with funds from this Agreement shall display the following language: "This project is supported, in whole or in part, by federal award number SLFRP0129 awarded to NC League of Municipalities through the State of North Carolina by the U.S. Department of the Treasury."

7. **Equal Opportunity and Other Relevant Federal Laws**

The Municipality agrees during the performance of this Agreement the following:

Civil Rights Laws.

The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

Fair Housing Laws.

The Municipality shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Disability Protections.

The Municipality shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

Age Discrimination.

The Municipality shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Americans with Disabilities Act.

The Municipality shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Clean Air Act.

The Municipality agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Federal Water Pollution Control Act.

The Municipality agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Hatch Act.

The Municipality agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, the Municipality may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970.

(42 U.S.C. §§ 4601-4655) The Municipality will implement standards for predictable real property acquisition and relocation expenses for homeowners and tenants of land acquired through eminent domain.

Governmentwide Requirements for Drug-Free Workplace.

31 C.F.R. Part 20. The Municipality will implement required statements, policies and procedures.

Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), The Municipality encourages its employees to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), The Municipality encourages its employees to adopt and enforce policies that ban text messaging while driving.

Article V. Limitations of Liability**1. Limitations of Liability.**

In no event shall the League have any liability to the Municipality or any third party for damages resulting from Municipality's use of services provided through this Agreement or any separate agreement between the Municipality and the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable)

In no event shall the League be liable for any loss of profit or revenue, including but not limited to loss revenue caused by a cyber security breach, by the Municipality or any consequential, indirect, incidental, special, punitive, or exemplary damages incurred or suffered by the Municipality, even if the League has been advised of the possibility of such

loss or damage. Further, except for claims based on U.S. Patent or U.S. Copyright infringement or for personal injury or physical loss or damage to real or tangible personal property caused by the negligence of the League, Municipality agrees that the League's total liability for all claims of any kinds arising as a result of, or related to, this Agreement, whether based on contract, tort, (including but not limited to strict liability and negligence) warranty, or on other legal or equitable grounds, shall be limited to general money damages and shall not exceed the amounts actually received by Municipality under this Agreement.

THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE GOODS AND SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PRACTICAL PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE OR DEALING, OR FROM USAGE OF TRADE.

Article VI. General Conditions.

1. Venue and Jurisdiction.

This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Wake County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

2. Nonwaiver.

No action or failure to act by the League constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

3. Limitation of Authority.

Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the Municipality from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

4. Assignment.

The Municipality may not assign or delegate any of their rights or duties that arise out of this Agreement without the League's written consent.

5. Integration.

This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

6. North Carolina Public Records Law

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the Municipality by the League are subject to the public records laws of the State of North Carolina and it is the responsibility of the League to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the Municipality. League understands and agrees that the Municipality may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

7. E-Verify

League shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of League's knowledge, any subcontractor employed by League as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

8. Iran Divestment Act

League certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, League shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

9. Companies Boycotting Israel Divestment Act

League certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

[Remainder of page left blank intentionally. Signatures are on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by digital signature on the respective dates below, and this Agreement shall be effective upon the date of the Municipality's signature.

NC LEAGUE OF MUNICIPALITIES:

**MUNICIPALITY:
TOWN OF SWANSBORO**

a North Carolina municipal corporation

By:

By:

Signature

Signature

Rose Vaughn Williams

Name

Executive Director

Title

Date of Signature

Date of Signature

ATTEST:

City/Town/Village Clerk (or designee)

Exhibit A League Services

In addition to the Contractor Services set out in Exhibit B, as applicable (and subsequent Exhibits, as applicable, pursuant to Section 4.b. above) the League may provide some or all of the services described below.

1. Cyber Security Assessment

The League's Cyber Security Advisor, or Cyber Field Technician ("Security Team"), will conduct a comprehensive assessment of the Municipality's overall cyber security posture ("Security Assessment") against the current standardized framework established by the Center for Internet Security ("CIS"). The Security Team will review approximately 155 security controls in coordination with the Municipality's management, and will provide IT support to establish a baseline security posture matrix. The Security Team will review the results and make appropriate hardware, software, policy, and procedure recommendations in accordance with industry best practices and the baseline standards set by the CIS assessment framework.

2. IT Evaluation

Prior to the installation of accounting software, including Black Mountain software, the League's IT technicians ("Technical Team") will review and evaluate the IT System's environment ("IT Evaluation") of the Municipality to verify the system is adequate to operate the software. The Technical Team will review the computer system for minimum security controls such as password protection, firewall installation and operation, and up to date antivirus programs. The Technical Team will act as a liaison to assist with communications between the software Contractor, which may include Black Mountain Software, and the Municipality. The Technical Team will make appropriate hardware and software recommendations if any deficiencies are found during the IT Evaluation.

3. Hardware and Software Acquisition

In the event that hardware or software deficiencies are found during the IT Evaluation, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Minimum Requirements" as determined by the accounting software Contractor, which may include Black Mountain Software. As determined by the League's IT Director, Cyber Security Advisor, or Cyber Field Technician, computer hardware may be provided under this Agreement, which may include the following: 2 Computers, 1 Laser Printer, 1 Scanner, 2 Monitors, 2 Keyboards, 2 mouse devices, 2 UPS devices. Computer software to be provided under this Agreement may include a Microsoft Office license (if organization has no license).

In the event specific security hardware or software gaps are found during the Security Assessment, the League, utilizing funds from the Cybersecurity Grant, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Baseline Requirements" as determined by the Security Assessment. As determined by the League's Cyber Advisor, security hardware may be provided under this Agreement, which may include the following: ("NGFW") Next Generation Firewall, Layer 3 Network Switch. Security software may be provided under this agreement, which may include the following: Endpoint Detection & Response ("EDR"), Endpoint

Protection Platform (“EPP”), Extended Detection and Response (“XDR”), or Multi-Factor Authentication (“MFA”).

4. Assistance, Instruction, and Mentorship (AIM)

League staff will work in a variety of ways to provide financial technical guidance that is tailored to the Municipality’s specific situation, including but not limited to assistance with accounting issues, implementation of routine processes and best practices, one-on-one mentorship, and practical application tools, including a comprehensive manual. When necessary, the League may offer Contractor Services pursuant to Article I, Section 4.b. to assist with auditing and bookkeeping requirements. An emphasis will be placed on helping the Municipality develop a fiscally responsible program that meets State requirements and empowers municipal staff, administration, and board members to effectively communicate the Municipality’s financial position.

All hardware and software shall be used only for governmental purposes and primarily used for MAS purposes. The Municipality is responsible for the security, operation, support and maintenance of the provided assets.

5. Hardware and Software Installation

Hardware and software provided by the League will be installed by the Municipality’s IT professionals. If the Municipality has no IT service provider, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will contract for a third-party IT professional installer to set up and load the hardware and software provided pursuant to this Agreement.

6. Finance Evaluation and Assistance During Implementation

Prior to the installation of the accounting software, which may include Black Mountain software, the League’s Finance Team (“Finance Team”), in consultation with the Municipality and the software Contractor, which may include Black Mountain Software, will determine the appropriate accounting software to be installed. League MAS representatives will further work with accounting software Contractor during the pre-implementation period to prepare the Municipality for conversion actions and assist the Municipality in adopting best practice options for the new system.

7. Ongoing Cyber Security Consulting

Following the initial Security Assessment described in Section 1, the Security Team will consult with the Municipality on an ongoing basis to assist with meeting the recommendations set forth in the assessment and municipal-related cyber security concerns that would typically be addressed by a Chief Information Security Officer (“CISO”).

8. Accounting Assistance Efforts

During the term of this Agreement (as described in Article I, Paragraph 6 above), League Accounting Assistance personnel will provide the Municipality with ongoing assistance with accounting issues, review and assist with best practice accounting and finance processes, and generally assist the Municipality to be current with its bookkeeping and accounting. An emphasis will be placed on ensuring participating Municipalities are prepared for their annual audit. The

implementation of best practices and timely preparation should improve the audit experience for both the Municipality and the firm performing the audit.

8. Communication Services

The League's ARP Communications Specialist will provide the Municipality with communications services to help document and describe how the Municipality utilized ARP/CSLFRF grant funding and the impact of those efforts on the community. Communication activities include, but are not limited to, conducting interviews of municipal staff and officials, researching plans and investment strategies, verifying details of grant investments to deliver community outreach strategies and a press conference.

9. Duties of the Municipality

Where applicable, Municipality further agrees to: (1) give the League access to data managed by the Municipality in order to facilitate implementation of the Municipal Accounting Services and Cybersecurity Grant; (2) provide on-line "read only" access into the Municipal Accounting System by the League's Accounting Assistance personnel; (3) permit the League to contact applicable Contractor, including but not limited to Black Mountain Software, on behalf of the Municipality as needed to facilitate implementation of the League's Grants; (4) make reasonable efforts to maintain industry standards for cybersecurity, which may include allowing the League to perform security audits in the League's sole discretion; (5) if applicable, use the Standardized Chart of Accounts as provided in the accounting software installation; and (6) respond to all requests from the League or Contractor, as applicable, to verify accuracy of monthly invoices submitted to the League by Contractor for grant-funded services provided by Contractor on behalf of the Municipality.

10. Duties of the League Related to Data Security

The League agrees to: (1) access only the Municipality's data that is necessary to implement the software; (2) restrict access to the Municipality's data to designated League employees and agents; and (3) take reasonable measures to safeguard the Municipality's data.



Board of Commissioners Meeting Agenda Item Submittal

Item To Be Considered: **Engineering Services Contract for Sidewalk Project**

Board Meeting Date: **July 22, 2025**

Prepared By: **Jon Barlow – Town Manager**

Overview: Request to enter into a professional services engineering contract with Arendell Engineers for the Sidewalk project.

Expanded Overview: On May 11, 2025 the Town Board of Commissioners authorized the Town Manager to enter into contract negotiations with Arendell Engineers to provide surveying engineering services to assist in the design and construction of new 5' sidewalks, infill sidewalks, curb ramps, and other pedestrian improvements necessary to create ADA compliant, pedestrian accommodations along five project priority are along highway 24, Main Street Extension, Hammocks Beach Road, Old Hammocks Beach Road and Queens Creek Road. This contract is for surveying and professional engineering services required to complete field services, design, NCDOT approvals, and opinion of probable cost preparation of contract documents, bidding and negotiation, and construction administration. The lengths in each section vary, but in total will measure approximately 7,031 linear feet (1.33 miles).

The total estimated cost for services is \$93,453. Funding for this project primarily comes from \$500,000 of grant funds (applied for) and \$100,000 remaining State SCIF (sidewalk grant funds).

Background Attachment(s): Engineering Services Contract with Arendell Engineers

Recommended Action: Approve the Engineering Services Contract with Arendell Engineers.

Action: _____



**AGREEMENT BETWEEN CLIENT AND ENGINEER
FOR PROFESSIONAL SERVICES**

Project Name: Sidewalk Improvements, Town of Swansboro

ENGINEER's Project No. 25078

THIS AGREEMENT is made *effective as of the* _____ day of _____, 2025, by and between the **Town of Swansboro**, a North Carolina municipality, hereinafter called CLIENT, and ARENDELL ENGINEERS PA., hereinafter called ENGINEER.

The CLIENT and ENGINEER for mutual consideration hereinafter set forth, agree as set forth below and as set forth in the attached standard provisions:

- 1.0 ENGINEER'S SERVICES: ENGINEER shall perform professional services in connection with the Project as set forth below and contained in this Agreement:

Services provided shall be as described in the Proposal for Professional Services, Scope of Services attached as Exhibit A, dated July 16, 2025 and made a part of this agreement herein.

- 2.0 ENGINEER shall start performing services hereunder beginning as of the "effective date."

- 3.0 ENGINEER COMPENSATION:

In accordance with this Agreement, the ENGINEER shall provide professional services for which the CLIENT shall compensate ENGINEER as follows:

Fees shall be in accordance with Exhibit A, Proposal for Professional Services, Fee Proposal dated July 16, 2025.

OTHER:

- 3.1 Payments will be made to the ENGINEER on a monthly basis upon presentation of an approved invoice.

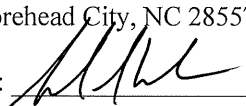
- 4.0 SPECIAL PROVISIONS:

- 4.1 The Agreement shall be governed by the laws of the State of North Carolina.
- 4.2 The ENGINEER shall acquire and maintain statutory workmen's compensation insurance coverage where applicable and comprehensive general liability insurance coverage. ENGINEER shall name the Town of Swansboro as additional insured on comprehensive general liability insurance policy.
- 4.3 The ENGINEER agrees to acquire and maintain professional liability insurance with a limit of at least \$1,000,000 for each claim and an annual aggregate of at least \$2,000,000.

- 4.4 In recognition of the relative risks and benefits of the Project to both the CLIENT and the ENGINEER, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law and to the extent not covered by insurance pursuant to Section 4.3 above, to limit the liability of the ENGINEER and ENGINEER's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the ENGINEER and ENGINEER's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$100,000 or the ENGINEER's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- 4.5 ENGINEER is not responsible for the identifying, discovering, removal and/or treatment (remediation) of any hazardous waste, known or unknown at the site, nor for the consequences of any hazardous waste materials of any kind at the site, including, but not limited to asbestos and PCB's, as well as materials not yet known as hazardous.
- 4.6 Any notices required to be given under this Agreement may be given by enclosing the same in a sealed envelope, postage prepaid, addressed to the CLIENT at 601 W. Corbett Ave, Swansboro, N.C. 28584 and to the ENGINEER at 1004 Arendell Street, Morehead City, N.C. 28557 and by depositing same with the U. S. Postal Service. When so given, such notice shall be given from the time of mailing the same.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ENGINEER:
 Arendell Engineers PA
 1004 Arendell Street
 Morehead City, NC 28557

By:  _____

Title: PRESIDENT _____

Date: 07/16/2025 _____

Witness:  _____

CLIENT:
 Town of Swansboro
 601 W. Corbett Avenue
 Swansboro, NC 28584

By: _____

Title: _____

Date: _____

Witness: _____

AGREEMENT BETWEEN CLIENT AND ENGINEER

STANDARD PROVISIONS

1.0 CLIENT 'S RESPONSIBILITY:

The CLIENT shall, unless otherwise provided for in this agreement, at no cost to the ENGINEER:

- 1.1 Furnish all reasonable geotechnical data necessary for the Project including all appropriate professional interpretations. The ENGINEER makes no representations concerning soil conditions and is not responsible for any liability that may arise out of the performance or failure to perform soils investigations and testing.
- 1.2 Guarantee full and free access for the ENGINEER to enter upon all property for the performance of the ENGINEER's services.
- 1.3 Furnish to the ENGINEER all existing studies, reports and other available data and services of others pertinent to the Scope of Services, and obtain additional reports and data as required; and ENGINEER shall be entitled to rely on such information and services in performance of services hereunder.
- 1.4 Give prompt written notice to the ENGINEER whenever the CLIENT observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.

2.0 PAYMENTS TO THE ENGINEER:

- 2.1 Progress payments shall be made in proportion to the services rendered and as indicated within this Agreement and shall be due and owing upon the ENGINEER's submittal of any invoice. Past due amounts owed shall include a late payment charge which will be computed at the interest rate of 0.67 percent per month, which is an Annual Percentage Rate of 8 percent, and will be applied to the balance unpaid 30 days after the date of the original invoice.
- 2.2 The ENGINEER may, upon seven days written notice, suspend services if CLIENT fails to make payments as required in this Agreement.
- 2.3 No deductions shall be made from the ENGINEER's compensation on account of penalty or other sums withheld from payment to Contractors.
- 2.4 Hourly rates and reimbursable expenses shall be subject to periodic revision as stated on the Rate Schedule. In the event revisions are made during the lifetime of this Agreement, the increased or decreased hourly rates and Reimbursable Expenses shall apply to all remaining compensation for services performed by the ENGINEER where such rates provide the basis for the ENGINEER's compensation.
- 2.5 Reimbursable expenses are in addition to ENGINEER's compensation for services performed on an hourly basis and include expenditures made by the ENGINEER, his employees or his consultant(s) in the interest of the project.

2.6 If the Project is delayed or if the ENGINEER's services on the project are delayed or suspended for more than three months for reasons beyond the ENGINEER's control, the ENGINEER may, after giving seven days written notice to the CLIENT, terminate this Agreement and the CLIENT shall compensate the ENGINEER in accordance with the termination provision contained hereinafter in this Agreement.

3.0 GENERAL PROVISIONS:

3.1 All drawings, Specifications, computer data, and other work data of the ENGINEER for this Project are instruments of service for this Project only. The CLIENT shall not reuse any of the ENGINEER's instruments of service on extensions of this Project or on any other project without the written permission of the ENGINEER. Any unauthorized reuse shall be at the CLIENT'S risk and the CLIENT agrees to hold harmless the ENGINEER from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse of the ENGINEER's instruments of service by the CLIENT or by others acting through the CLIENT.

3.2 Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without prior written consent of the other party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent associates and consultants as ENGINEER may deem appropriate to assist in the performance of the services hereunder.

3.3 This Agreement may be terminated by either party by seven days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party. If this Agreement is terminated, the ENGINEER shall be paid for services performed and accepted by the CLIENT through the termination notice date including Reimbursable Expense.

3.4 This Agreement represents the entire and integrated agreement between the ENGINEER and CLIENT and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both the CLIENT and the ENGINEER.

3.5 In the event the parties to this Agreement are unable to reach a settlement of any fee dispute arising out of the services under this agreement, then such disputes shall be settled by mediation by a mediator to be mutually agreed upon by both parties, and shall proceed in accordance with the Rules of Mediation of the American Arbitration Association then pertaining. If the parties cannot agree on a single mediator, then the mediator(s) shall be selected in accordance with the above-referenced rules. In the event the matter cannot be resolved through mediation, the parties agree that any civil proceeding must be filed in Carteret County, North Carolina.

3.6 Should litigation occur between the two parties relating to the provisions of this Agreement, all reasonable litigation expenses, collection expenses, witness fees, court costs and attorney's fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party.

3.7 Neither party shall hold the other responsible for damages caused by acts of God, strikes, lockouts,

accidents, or other events beyond the control of the other or the other's employees and agents.

- 3.8 In the event any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- 3.9 The ENGINEER is not responsible for design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his work. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary detainment of excavations, and any erection methods and temporary bracing.
- 4.0 The ENGINEER intends to render his services under this agreement in accordance with generally accepted professional practices for the intended use of the Project and makes no warranty either expressed or implied.
- 4.1 Any estimate of construction costs prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the ENGINEER has no control over the cost of labor and materials, or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such estimates as compared to Contractors bids or actual cost to the CLIENT.



**TOWN OF SWANSBORO
SIDEWALK IMPROVEMENTS (25078)
SWANSBORO, NORTH CAROLINA
EXHIBIT A
PROPOSAL FOR PROFESSIONAL SERVICES**

July 16, 2025

INTRODUCTION

The Town proposes to construct five (5) new sections of 5' wide sidewalk totaling approximately 7,031 linear feet in several locations in Swansboro, North Carolina. The new sidewalks will be along Old Hammock Road and Main Street Extension, Queen's Creek Road and Highway 24, Hammocks Beach Road, Pineland Drive to the Cottages along Old Hammock Road, and the northside of Highway 24 between Old Hammocks Road to Park Lane. This proposal is for the professional surveying and engineering services required to complete field surveying, design, NCDOT approvals, and opinions of probable construction costs, preparation of Contract Documents, bidding & negotiation, and construction administration. Construction administration will involve bi-weekly visits to the site or the CLIENT's office to discuss project status.

PROJECT TEAM

Arendell Engineers will be the Project Engineers responsible for coordination of the activities of the project team, and be the point of contact for the CLIENT. Land surveying and mapping services will be provided by Charles F. Riggs & Associates, Inc.

PROJECT SCOPE

The scope of services proposed herein represents the **BASIC SERVICES** and is based on the experience of this firm on similar projects and project components, the scope of the project as defined by this proposal and the regulatory requirements of agencies of the State of North Carolina with jurisdiction over construction at the site.

BASIC SERVICES

References to the "**ENGINEER**" in the scope of services are to the ENGINEER as the project manager responsible to the CLIENT for the execution of the services proposed. Execution of the services by the ENGINEER includes execution of work by members of the project team as required to execute all aspects of the scope of services. References to the "**CLIENT**" refer to the Town of Swansboro.

The following scope of services is proposed:

1.0 – CLIENT COORDINATION AND DATA COLLECTION

Following receipt of written authorization to proceed with Site Evaluation and Data Collection, the ENGINEER shall:

- 1.1 Coordination with CLIENT.* Work with the CLIENT to identify the overall project goals and confirm the scope of the project and the project schedule.
- 1.2 Topographic and location surveying.* Conduct a location of the streets and shoulders to the right-of-way lines and on private properties along the five (5) project areas where the sidewalks will be located. Surveying also includes location and topographic surveying of right-way-lines and property corners, edge of pavements and road centerlines, and location of existing underground & overhead utilities.

2.0 – PRELIMINARY DESIGN AND COST OPINION

Following receipt of written authorization to proceed with Preliminary Design, the ENGINEER shall:

- 2.1 Preliminary Design.* Complete preliminary design of the sidewalk improvements. Meet with the CLIENT in person to review location of sidewalk and coordinate project elements and approve the preliminary design.
- 2.2 Opinion of probable costs.* Prepare opinions of probable costs for the sidewalk as represented in the preliminary design. Submit to the CLIENT for approval.

3.0 – FINAL DESIGN, PERMITTING AND COST OPINIONS

Following approval of the preliminary design by the CLIENT, the ENGINEER shall:

- 3.1 Final design.* Based on the approved preliminary design and the topographic and location survey prepare, for incorporation into the Contract Documents, final drawings to show the general scope, extent and character of the work to be furnished and performed by the contractor(s) (hereinafter called "Drawings") and Specifications.
- 3.2 Permitting and NCDOT approval.* Meet with NCDOT personnel before and during project to coordinate project elements and preparation and submittal of documents.
- 3.3 Update opinion of probable project costs.* Prepare opinions of probable project costs for the sidewalk improvements developed in task 2.2. The opinions will include costs for construction and contingencies.
- 3.4 Construction Documents.* Prepare for review and approval by the CLIENT, their legal counsel and other advisors contract agreement forms, general conditions, and supplementary general conditions, all of which shall be consistent with the forms and pertinent guides of the Engineer's Joint Contract

Documents Committee (EJCDC), and assist in the preparation of other related documents as specifically required by the CLIENT. Furnish the above documents and Drawings and Specifications (hereinafter referred to as the Contract Documents) and present and review them in person with the CLIENT.

- 3.5 *Present final design to CLIENT.* Prior to final submittal to NCDOT, present the Final Design Documents including the opinion of probable construction costs, to the CLIENT in person. Assist the CLIENT in review of the documents.

4.0 BIDDING AND NEGOTIATIONS

Upon CLIENT authorization to proceed with Bidding and Negotiation, the ENGINEER shall:

- 4.1 *Advertise for Bids.* Assist CLIENT in advertising for and obtaining bids for construction, materials, equipment and services and maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conference and receive and process deposits for Bidding Documents.
- 4.2 *Issue Addenda.* Issue Addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- 4.3 *Evaluate Subcontractors.* Consult with and advise the CLIENT as to acceptability of subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 4.4 *Substitute Materials.* Consult with the CLIENT concerning and determine the acceptability of substitute materials and equipment proposed by the contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.
- 4.5 *Bid Opening.* Attend the bid opening, prepare bid tabulation summary and assist the CLIENT in assembling and awarding contracts for construction, materials, equipment or services. Issue Notice of Award. Prepare contract documents for execution by CLIENT and Contractor. Issue notice of award and notice to proceed.

5.0 CONSTRUCTION ADMINISTRATION

Upon CLIENT authorization to proceed with Construction Administration, the ENGINEER shall:

- 5.1 *General Administration of the Construction Contract.* Consult with and advise the CLIENT and act as their representative as provided in the Standard General Conditions of the Construction Contract. The extent and limitations of the duties of the ENGINEER as assigned in the Standard General Conditions shall not be modified, except as the ENGINEER may agree to in writing. All of CLIENT instructions to the contractor shall be issued through the ENGINEER who will have the

authority to act on behalf of the CLIENT to the extent provided in the Standard General Conditions except as otherwise provided in writing.

- 5.2 *Visits to the Site and Observation of Construction.* Make visits to the site at intervals appropriate to the various stages of Construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the contractor(s)' work. Based on information obtained during the site visits and on observations by other members of the project team, the ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the ENGINEER shall keep the CLIENT informed of the progress of the work.
- 5.3 *Defective Work.* During such site visits and on the basis of observations of the work, the ENGINEER may disapprove of or reject the contractor(s)' work while it is in progress if ENGINEER believes the work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the project as reflected in the Contract Documents.
- 5.4 *Interpretations and Clarifications.* Issue necessary interpretations and clarifications of the Contract Documents and in connection herewith prepare work directive changes or change orders as required.
- 5.5 *Shop Drawings.* Review and approve (or take action to obtain review and approval by the appropriate member of the project team) Shop Drawings, samples and other data which contractor(s) is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- 5.6 *Substitutes.* Evaluate and determine the acceptability of substitute materials and equipment proposed by the contractor(s).
- 5.7 *Inspections and Tests.* Have authority, as representative of the CLIENT, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with the Contract Documents).
- 5.8 *Disputes between CLIENT and Contractor.* Act as the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of the CLIENT and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and

progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

5.9 *Applications for Payment.* Based on the ENGINEER's on-site observations as an experienced and qualified design professional and upon review of applications for payment and the accompanying data and schedules, the ENGINEER shall determine the amounts owed to the contractor(s) and recommend in writing payments to the contractor(s).

5.10 *Inspections.* Conduct an inspection of the work to determine if the work is Substantially Complete and a final inspection to determine if the work is acceptable so that recommendations can be made in writing to the CLIENT for final payment to the Contractor.

ADDITIONAL SERVICES

The work described in the scope of services, paragraphs 1.1 through 5.10 does not include work in the following categories of work. Work in these categories or other services requested by the CLIENT shall be considered Additional Services.

If the CLIENT wishes the ENGINEER to perform any of the following Additional Services, the CLIENT shall so instruct the ENGINEER in writing and ENGINEER shall perform or obtain from others such services and will be paid therefore on an hourly basis in accordance with the rate schedule for professional services for this firm.

- Services resulting from significant changes in the general scope, extent or character of the project, or major changes in the documentation previously accepted by the CLIENT where changes are due to causes beyond the ENGINEER's control.
- Providing renderings or models.
- Detailed consideration of operations, maintenance and overhead expenses; value engineering and the preparation of rate schedules, earnings and expense statements, cash flow and economic evaluations, feasibility studies, appraisals and valuations.
- Furnishing the services of environmental scientists, biologists, fisheries scientists, or other specialized scientific testing, evaluations or services not specifically included in the scope of services.
- Preparation of operations and maintenance manuals.
- Surveying services in connection with staking out work of contractor(s).
- Services for obtaining easements or rights-of-way and creating documents for construction or access easements.
- Preparing to serve or serving as ENGINEER or witness in any litigation, arbitration, or other legal or administrative proceeding except where required by the scope of services.
- The services of an independent cost estimator shall be Additional Services.

Proposal for Professional Services, Exhibit A
 Town of Swansboro
 Sidewalk Improvements (25078)

July 16, 2025
 Page 6 of 6

PROJECT SCHEDULE

ENGINEER is in a position to begin work on this project on or about July 14, 2025. A schedule for surveying and design can be coordinated to meet the specific needs of the CLIENT.

FEE PROPOSAL

Fees are proposed on a lump sum basis. Travel expenses (mileage only on this project) will be billed at the prevailing IRS allowable rate. Fees for permitting and legal advertisements in newspapers for bidding shall be paid by the CLIENT.

The following fees are proposed:

TASK#	DESCRIPTION	TOTAL
1.0	Client Coordination & Data Collection	\$35,532.00
2.0	Preliminary Design	\$13,440.00
3.0	Final Design, Permitting & Cost Opinions	\$17,934.00
4.0	Bidding & Negotiation	\$5,691.00
5.0	Construction Administration	\$19,656.00
TOTALS		\$92,253.00
	Estimated Mileage Expenses	\$1,200.00
	PROJECT TOTAL	\$93,453.00

**TOWN OF SWANSBORO
FINANCIAL REPORT
(AS OF JUNE 30, 2025)**

REVENUES

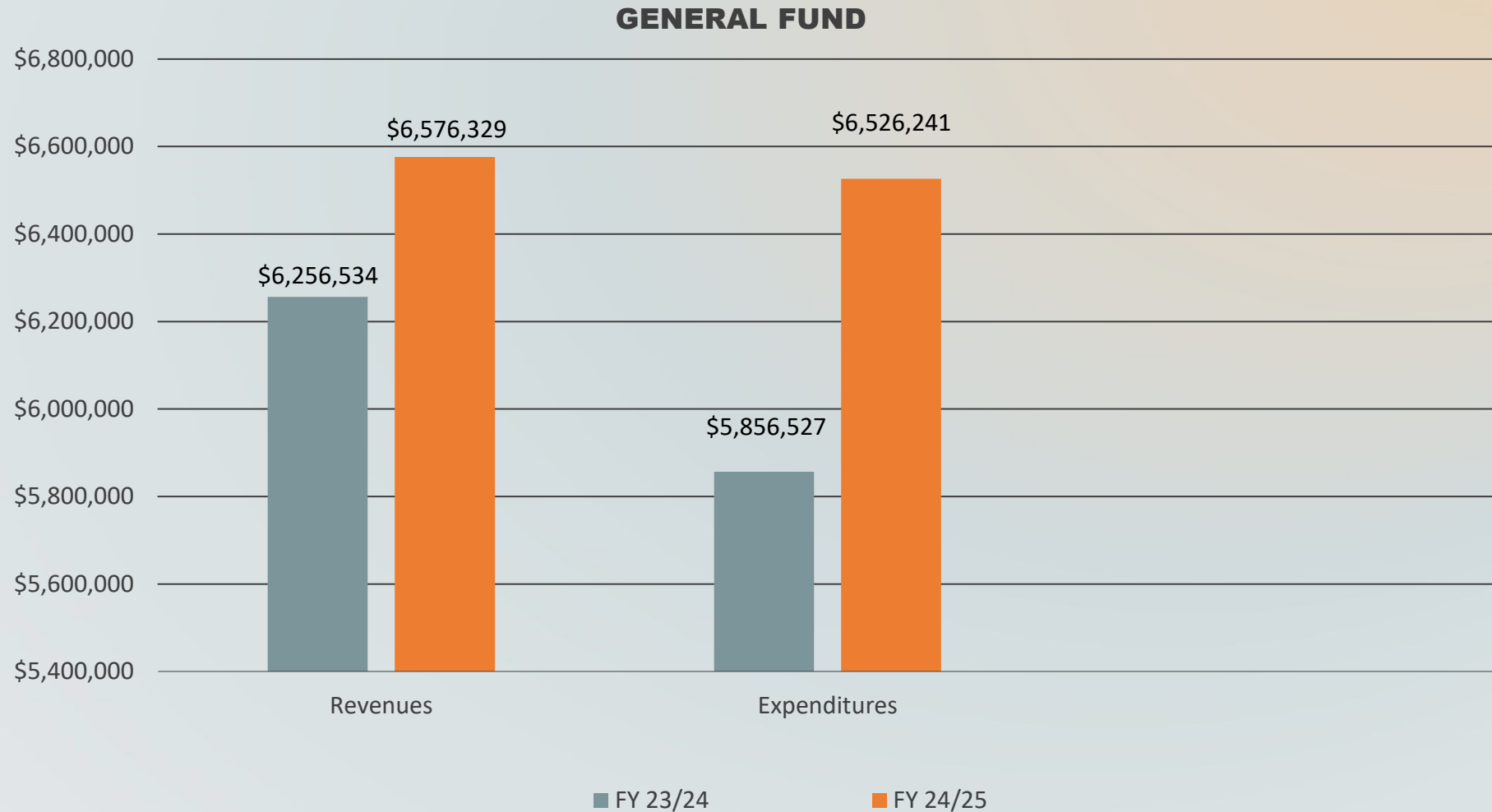
EXPENDITURES

LOAN PAYMENTS

INVESTMENTS

**TOWN OF SWANSBORO
REVENUES/EXPENDITURES
TWO YEAR COMPARISON
(AS OF JUNE 30, 2025)**

Item VI - c.



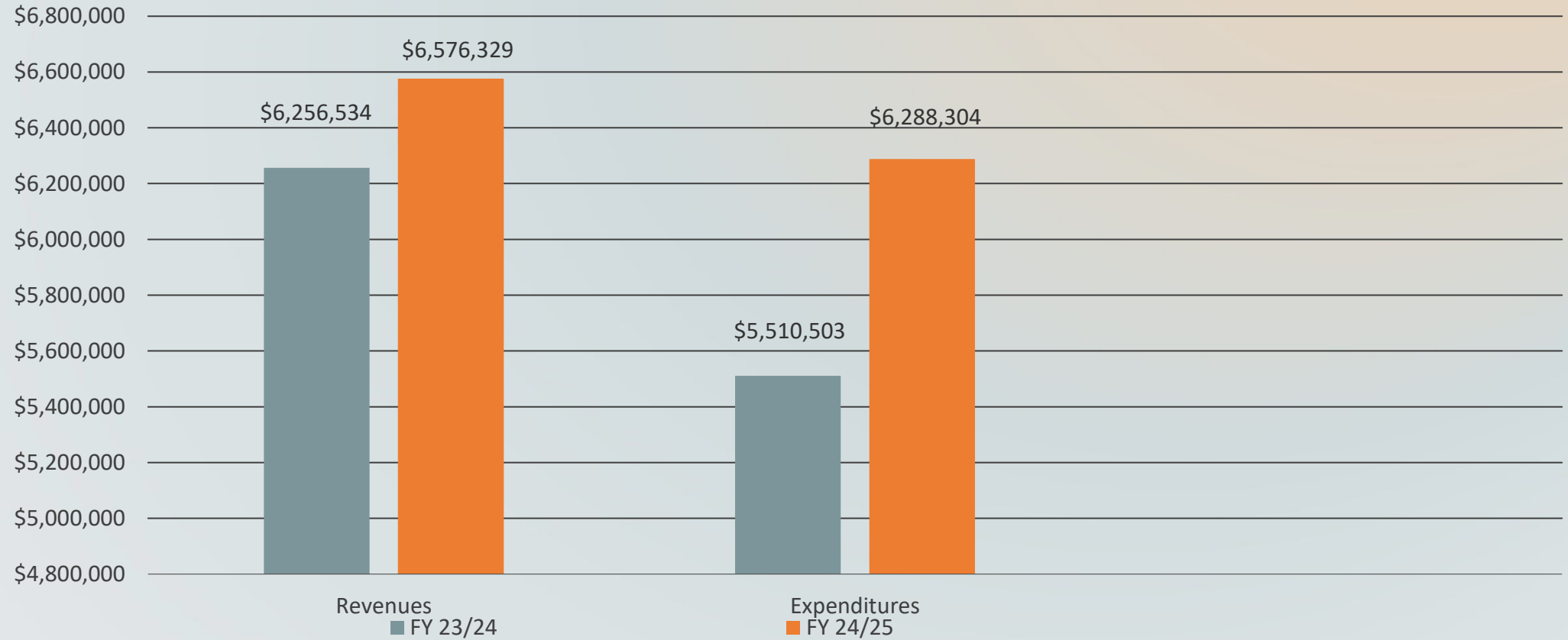
ENCUMBRANCES INCLUDED
Total Excess of Revenues Over Expenditures \$50,088

**TOWN OF SWANSBORO
REVENUES/EXPENDITURES
TWO YEAR COMPARISON
(AS OF JUNE 30, 2025)**

Item VI - c.

(ACTUAL)

GENERAL FUND



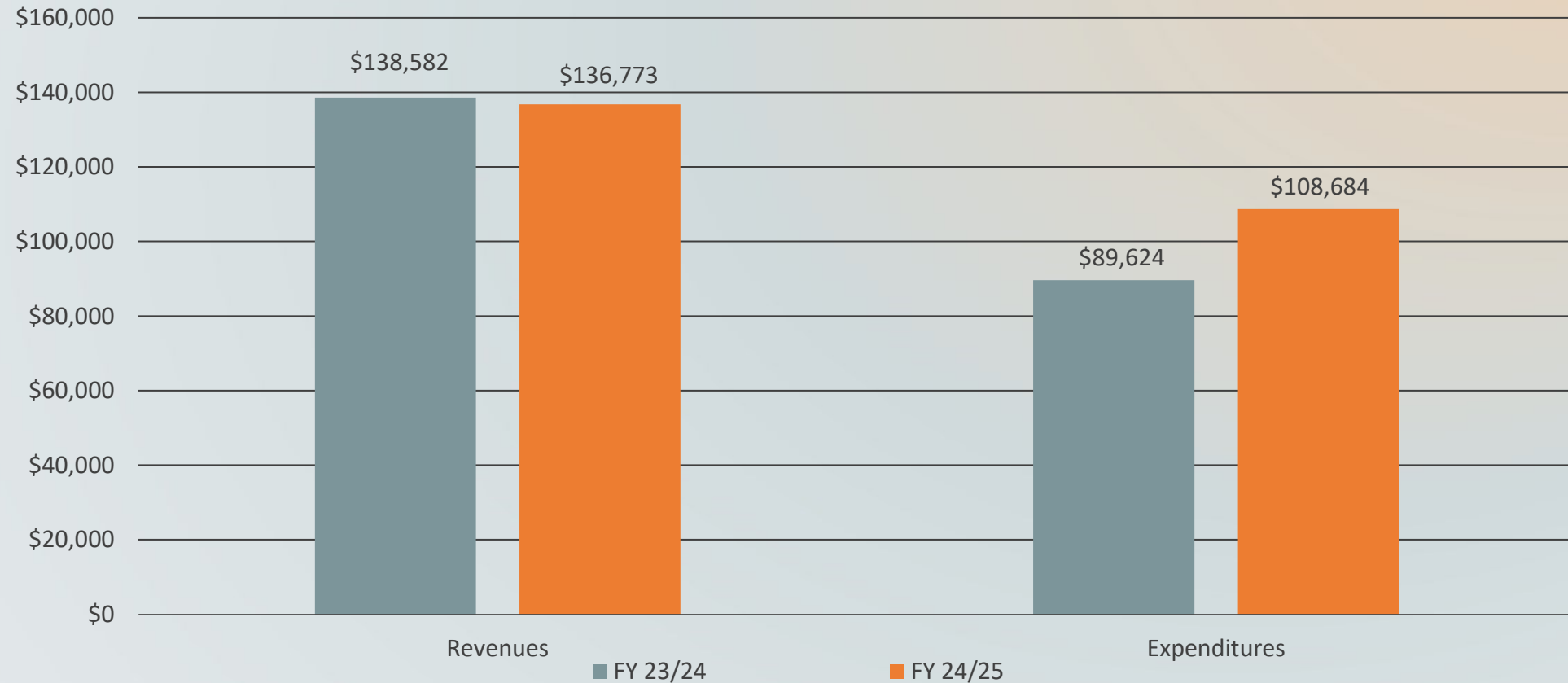
(ENCUMBRANCES NOT INCLUDED)
Total Excess of Revenues Over Expenditures \$288,025

DEPT.	BUDGET	YTD ACTUAL	(PURCHASE ORDERS) ENCUMBERED BALANCE	SPENT % June 30, 2025
GOVERNING BODY	48,595	41,980	1,450	89.4%
ADMIN SERVICES	432,052	404,928	558	93.9%
FINANCE	315,178	278,439	2,671	89.2%
LEGAL	63,300	62,121	-	98.1%
PUBLIC BUILDINGS	439,973	347,867	2,066	79.5%
FIRE	2,238,274	1,596,797	9,150	71.7%
PERMITTING	318,514	309,393	954	97.4%
PLANNING	86,293	83,361	-	96.6%
POLICE	1,442,156	1,059,312	69,310	78.3%
PUBLIC WORKS-STREETS	1,467,842	873,137	68,370	64.1%
POWELL BILL-STREETS	191,791	119,069	63,501	95.2%
PARKS & RECREATION	498,787	313,685	12,293	65.4%
DOWNTOWN FACILITIES	132,226	119,591	3,028	92.7%
EMERGENCY MANAGEMENT	15,708	13,737	50	87.8%
FESTIVALS & EVENTS	134,635	115,947	3,582	88.8%
NON DEPARTMENTAL	626,476	548,939	954	87.8%
TOTAL	8,451,800	6,288,304	237,937	77.22%

**TOWN OF SWANSBORO
REVENUES/EXPENDITURES
TWO YEAR COMPARISON
(AS OF JUNE 30, 2025)**

Item VI - c.

STORMWATER ENTERPRISE FUND

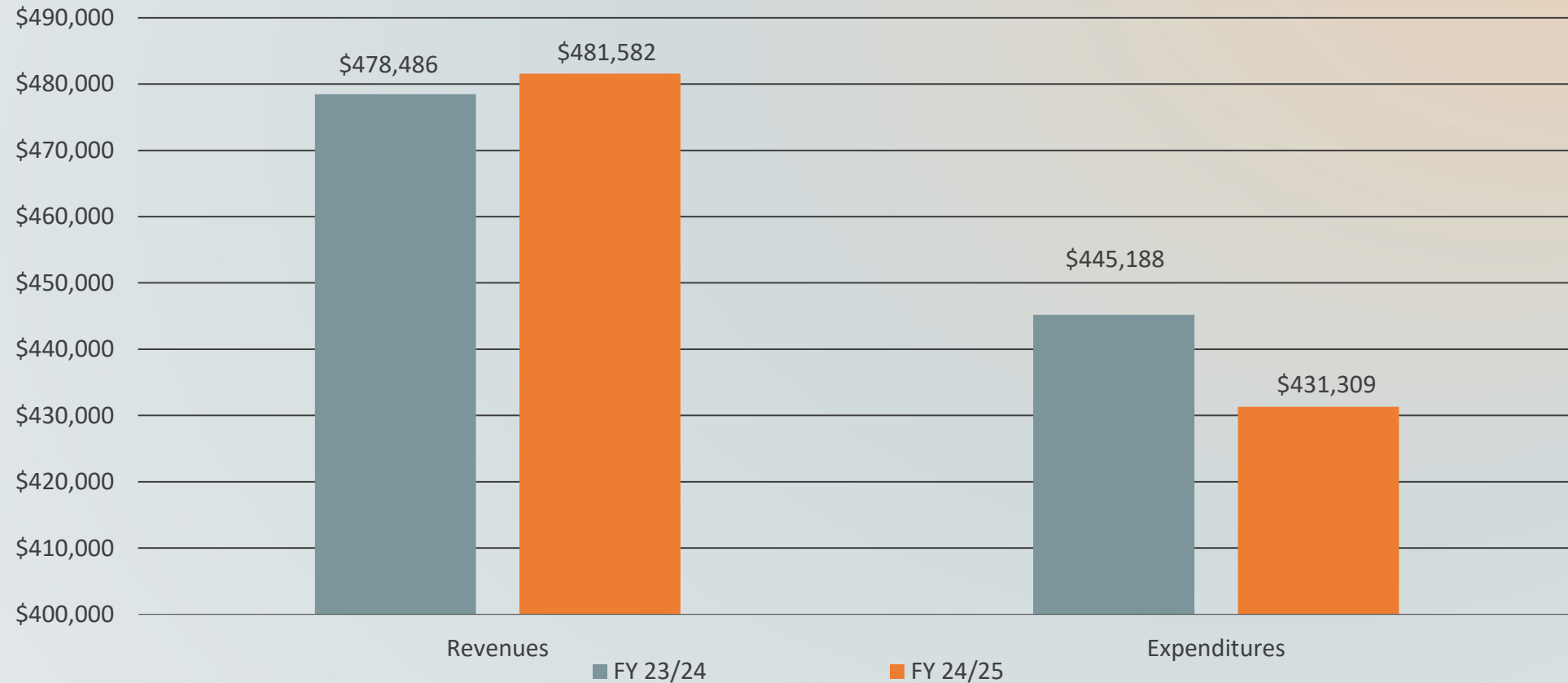


ENCUMBRANCES INCLUDED
Total Excess of Revenues Over Expenditures \$28,089

**TOWN OF SWANSBORO
REVENUES/EXPENDITURES
TWO YEAR COMPARISON
(AS OF JUNE 30, 2025)**

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SOLID WASTE ENTERPRISE FUND



ENCUMBRANCES INCLUDED
Total Excess of Revenues Over Expenditures \$50,273

Item	Principal Balance	Interest Rate	End Date	Annual Debt Service
Town Hall/Tanker	\$241,087	2.69	03/21/2028	\$84,724
Public Safety Facility	\$0.00 PAID IN FULL	2.58	12/22/2024	
Fire Truck	\$92,139	2.08	11/01/2026	\$47,512
Sleeping Quarters	\$50,000	2.43	12/14/2026	\$26,823
Grapple Truck/Town Hall Generator	\$0.00 PAID IN FULL	1.72	6/25/2025	
Vehicles(Police & Fire Department) & Software	\$22,955	1.84	7/15/2026	\$23,377
Cab Tractor/Dump Truck	\$208,276	4.82	4/3/2029	\$58,491
Jet Vac Truck, Police Vehicle, (2) Fire Chief Vehicles	\$570,000	4.40	12/31/2029	\$129,183
Total Debt	\$1,184.457			\$370,110

**TOWN OF SWANSBORO
CASH & INVESTMENTS REPORT
(AS OF JUNE 30, 2025)**

CASH & INVESTMENTS

BANK	BALANCE	INTEREST RATE
First Citizens Bank	\$313,180	.05%
NC CMT-General	\$5,911,383	4.20%
TD Bank (SCIF Funds for EOC & Sidewalks)	\$9,644,293	4.18%

GRANT UPDATE

Item VI - c.

	Budget	YTD Expenditures	Encumbrances	Unencumbered
American Rescue Plan Act Fund	\$1,102,599	\$1,064,939	\$37,660	\$0.00
Swansboro Bicentennial Park Boardwalk Extension	\$386,650	\$384,314	\$0	\$2,336
Emergency Operation Center	\$9,562,435	\$33,478	\$0	\$9,528,957
Emmerton School Repairs	\$499,000	\$213,367	\$0	\$285,633
Stormwater Master Plan	\$400,000	\$208,361	\$0	\$191,639
Total Outstanding Grants	\$11,950,684	\$1,904,459	\$37,660	\$10,008,565

Any Questions
?



Board of Commissioners Meeting Agenda Item Submittal

Item To Be Considered: **Future Agenda Topics**

Board Meeting Date: **July 22, 2025**

Prepared By: **Alissa Fender – Town Clerk**

Overview: The purpose of this memo is to provide the Board with matters that staff anticipate/propose for upcoming meetings. It should be noted that these items are tentatively scheduled for the specified monthly agenda but are subject to change due to preparation of materials, public notice requirements, etc.

In providing this memo each month, we hope it will also provide an opportunity for the Board to introduce items of interest and subsequent direction for placement on future agendas, which will allow staff the opportunity to plan accordingly.

August 12th or 26th

- * Visitors Center Future Plans continued discussion (*tentative*)
- * Presentation by Cynthia LaCorte on Beautification Efforts
- * Monthly financial report

September Meeting Dates

9th & 23rd

Future Agenda Items

- * Street Acceptance of Swansgate (*developer has applied*)
- * Waterfront Access and Development Plan (*review/revision considerations*)
- * Community Presentations (*ongoing monthly*)
- * DOD Grant (*anticipated award date, August 12th*)
- * EMS Plan (*ongoing*)
- * Presentation – Proposal for Heritage Center Museum in Emmerton School Building (*postponed by presenter*)
- * Senate Bill 382 Down Zoning review
- * Visitors Center Future Plans continued discussion
- * Onslow County Fire Contract/Strategic Planning

PROJECTS REPORT

Town Projects/Initiatives Update

July 2025

Submitted By: Jon Barlow, Town Manager

This report is an on-going list of Town projects/Initiatives. New information received since the previous report is provided in **green**. Items will be removed after noting their completion.

Public Safety Building Restoration/Relocation Planning Project/ Swansboro Alternate Emergency Operations Center (Swansboro United Methodist Church-SUMC)

Details from previous reports have been removed as I believe it's the Board's desire to further investigate options for the Emergency Operations Center (EOC) based on conversation from the September 27, 2021, meeting. Specifically, whether a regional facility or partnership with other neighboring jurisdictions that may have a structure that would provide a higher level of protection was possible. It has also been noted that conversation could be had with other local facilities in Swansboro that have buildings with a higher level of protection for space utilization.

The Town has an agreement in place with the SUMC should it be needed on preparatory measures. Public Safety staff and former Manager Seaberg visited the location at SUMC to verify the areas for town use, if needed, and to ensure communications would be available. The structure provides the structural integrity needed but communications during a storm while in the interior rooms would be difficult. Deputy EOC Coordinator/ Chief Degnan shared with me that arrangements for an antenna through Verizon or ATT would be needed. Board members met on December 9 to tour the SUMC site.

A more in-depth discussion with Chief Degnan, Chief Jackson, and Sonia Johnson regarding Public Safety Building Restorations will be had in the near future.

During the Board's Planning Retreat March 2, the Board agreed that the Manager would identify a committee and share that with the Board.

Ten people have been identified as the committee:

Chief Degnan	Chief Jackson	Paula Webb	Jennifer Ansell
Alex Wood, PE	Dusty Rhodes	Larry Philpott	Russ Davis
Alissa Fender	Laurent Meilleur, PLB Rep		

I hope to arrange our first meeting in the last week of March.

Committee established 4/11 with the addition of Commissioner Conaway, Jr Freeman, and Roy Herrick. The Board of Commissioners held special joint meeting with the committee on 4/14 to give purpose and expectations.

Town of Swansboro, NC Manager's Report

Item IX - a.

The Committee has met twice with a unanimous consensus gained immediately to proceed with building our own EOC in town, to create a safe place for employees to stand up during emergency operations. Onslow County is no longer interested in a partnership to build a substation since they purchased and are operating the Freedom Way station. Committee members will be making site visits on May 25th and then proceeding to develop an RFP for architect/engineer.

Additional EOC Committee membership changes include removing Russ Davis and Alex Wood; adding Brenda Pugliese, Ed McHale and Jonathan McDaniels.

Board discussion on a written action plan and timeline recommended by Mayor Pro Tem Tursi to be held June 27. The committee will re-convene its meetings once that discussion has occurred.

BOC Action Plan distributed to Committee, site discussions, and draft RFQ provided/discussed July 13, 2022.

Consultant Requests for Qualifications sent out August 9, 2022, to six different firms and was located on the website. Five proposals were received on 9/9. The EOC Committee created an interview panel at its 9/14 meeting and determined an interview schedule, draft questions etc. Once the panel decides on three proposals, interviews will be scheduled.

The interview panel consisting of Larry Philpott, Paula Webb, Chief Degnan, Dusty Rhodes, Jonathan McDaniels, and Brenda Pugliese interviewed three firms on 10/18/2022. The Interview Team will share its recommendation with the full EOC Committee on 10/26/22 and then that recommendation will be forthcoming to the BOC 11/14/22.

The Board of Commissioners selected Becker Morgan as the consulting architectural firm at its November 14, 2022, meeting.

Commissioner Philpott, Conaway and the Manager met in early December with Becker Morgan to review the Board's Action Plan for the EOC/PSB. A tour of our current facilities and potential sites were also made. The contract for the feasibility study was approved on January 9, 2023. Becker Morgan met with EOC Committee January 12th for introductions and Q&A. Representatives also made additional site visits on January 18, 2023. Staff continuing meetings with Becker Morgan until more details are developed for committee review.

Staff continue to work with Becker Morgan on the feasibility study which we hope to present back to the committee in April.

Ernie Olds/Becker Morgan gave a report to include three options to the committee on April 19. Ernie will firm up the options as discussed by the committee and share with the staff. The staff met with Becker Morgan again and BM was to firm up the report per discussions and share final deliverable with the Committee for recommendation to the Board of Commissioners. The final draft feasibility study was presented to the committee on June 21st. The Committee made some suggested clarification points that Becker Morgan incorporated and then the report was forwarded onto the Board of Commissioners in July 2023. The study included four options that

Town of Swansboro, NC
Manager's Report

Item IX - a.

captured space needs in differing ways. In all options the EOC will be designed as a highly secure and hardened facility capable of resisting Category 4 hurricane conditions.

Option A is a concept that identifies all the critical functions of each department and places them in a new secure building or in the more recent additions that do meet code. The remaining existing spaces would largely be used for less critical functions such as physical fitness, storage, and minor work areas. This option should provide the least costly alternative while improving safety and addressing the EOC component fully. This option would include certain structural, and exterior envelop enhancements to the existing, original metal building frame housing fire apparatus. Such enhancements cannot bring the original building to current standards but would extend the utility of the present structure to a future date. Option A – \$4.9M in building construction, renovation and demolition costs, 13,658 usable square footage. Site improvements of \$500,000; additional/potential costs of \$374,000 and soft cost of \$540,000. Total budget range (+/- 15%) = \$5.4M to \$7.3M.

Option B is a concept to build a new facility in place of the present Public Safety Facility. This would require demolishing the existing facility and building back a new freestanding building at the same location. This building would incorporate all the needs of each department. Phasing or providing temporary quarters might have to be considered to maintain continuous operations. This option should provide the middle ground in terms of costs as existing utilities, pavements, and stormwater management features are largely in place and adequate. Option B – \$8.8M in building construction, renovation, demolition, and temporary quarters costs, 14,788 usable square footage. Site improvements of \$500,000; additional/potential costs of \$433,000 and soft cost of \$913,000. Total budget range (+/- 15%) = \$9.2M to \$12.5M.

Option C is a concept that also builds a new facility, however, investigates using another location on the town owned site. This eliminates the need to provide temporary quarters or the acquisition of new land while maintaining continuous operation at the existing facility. Once the newly constructed facility is complete, operations can be relocated from the existing building and the building can be demolished or repurposed. This option should also provide middle ground in terms of costs, but may require extension or improvements to existing utilities, and pavements. Option C – \$8.8M in building construction, renovation and demolition costs, 14,788 usable square footage. Site improvements of \$750,000; additional/potential costs of \$376,000 and soft cost of \$922,000. Total budget range (+/- 15%) = \$9.3M to \$12.6M.

Option D is a concept that provides a new free-standing building that incorporates all the needs of each department. Option D would be constructed on a 'greenfield' site, an off-campus location. This option is likely the costliest. Careful consideration will need to be given to site selection regarding impacts and expenses of land acquisition, utilities, drainage, flood plain and emergency response times in addition to the concerns noted previously in the New Site section. Option D – \$8.8M in building construction and renovation costs, 14,788 usable square footage. Site improvements of \$1,500,000; additional/potential costs of \$403,000 and soft cost of \$1.02M. Total budget range (+/- 15%) = \$9.9M to \$13.4M.

Town of Swansboro, NC Manager's Report

Item IX - a.

Note, the budget summary does not include land acquisition. Page 11 Swansboro Public Safety Building Feasibility Report – June 2023

The initial expectations for full project costs are in the range of \$5 - 14 million. It will be the Town's obligation to secure funding, administer design and construction above the \$6 million identified and available. The Town may obligate taxpayers through bonds, capital improvements program, or other means. Loans from the U.S. Department of Agriculture are available for up to 40-year terms with no down payment required. Other grants may also be available through the Golden Leaf Foundation, FEMA, and other state or federal sources.

On August 14th, Chairman Philpott gave a briefing on finance options. Due to the length of the meeting, the briefing was added to the August 28th agenda. The Board was asked to provide a firm option selection so that the design schematic and site analysis can be done. Option C was selected, and the staff was asked to layout the design on the ground for better visibility at a future meeting.

At the direction of the Board in July, the Manager forwarded an additional funding request to our local legislative delegation. In September, we learned that the Town was awarded an additional \$3 million dollars toward this project in the state budget adoption.

Becker Morgan provided a *preliminary* exterior design schematic for Option C and that layout was mapped out on the ground for visibility on October 23rd. Becker Morgan has also provided a professional services agreement for the next phase – Design and Construction totaling \$840,500, which is approximately 8% of the estimated building and site construction costs. Authorization for the Manager to proceed was requested October 23rd.

On January 23, 2024, the BOC appointed Keith Walsh as Chairman of the newly recreated EOC/PSB site selection Committee. Mr. Walsh was tasked with identifying potential candidates to serve on the committee to the BOC for consideration. On February 12, 2024, the BOC appointed Roy Herrick, Junior Freeman, Doug Eckendorf, and Melissa Anderson as committee appointees. The newly formed committee conducted its first meeting in February 19, 2024. The committee intends to meet every Monday at 5 pm until a new site is secured.

- EOC/PSB site committee developed a site solicitation packet.
 - 6 entries were submitted by the deadline of May 15, 2024, and 1 after the deadline. 6 entries were eliminated at that time.
 - The property beside the Rotary was the only site remaining from packet entries.
 - *Town engineer researching ingress/egress concerns.
- The EOC/PSB Committee is in the process of developing a portfolio to highlight the work done to date. The portfolio will include the Feasibility Report prepared by Beaker Morgan dated 6/28/2023, a timeline to complete the project, Rotary property maps, and Rotary wetland survey maps.
- Additionally, it will include information on the Design/Build construction option, and a model RFP that will seek proposals from potential construction firms.

Town of Swansboro, NC Manager's Report

Item IX - a.

- On 10/14/24 the EOC Committee voted in favor of making a recommendation to the BOC to make an offer to purchase a 5-acre tract of land adjacent to and owned by the Rotary.

NC DCM Resilient Coastal Communities Program (RCCP) Grant

On March 17, 2021, the North Carolina Department of Environmental Quality's Division of Coastal Management awarded their first round of RCCP Grant funding. The Town of Swansboro was competitive enough to receive one of the grants. The intent of the grant is to fund efforts in four key phases in their Coastal Communities Resiliency Program:

1. Community Engagement and Risk & Vulnerability Assessment
2. Planning, Project Selection and Prioritization
3. Project Engineering and Design
4. Project Implementation

Through our efforts in the 2019 CAMA Land Use Plan update, Swansboro has effectively covered most of the parameters for phases 1 and 2. This grant will assist in finishing the remaining requirements under phases 1 & 2 so we may move forward with the final 2 phases. Applications for Phases 3 & 4 is expected to be due by the end of this calendar year.

Dewberry, Beth Smyre hosted the first RCCP Committee meeting November 17, 2021, at Town Hall. The committee identified several areas that better planning (resilience) was needed but narrowed the list to the top priorities being stormwater mapping and generator power for schools/nursing homes. The complete list included:

- Disaster Recovery (generators for nursing homes, and schools)
- Stormwater Management/Mapping
- Climate Change
- Hurricane Response/Evacuation
- King Tide Levels

A community engagement meeting was held on Wednesday, February 23, 2022, from 4-6pm at Town Hall. A community input survey is available from the Town website, at Town Hall and the Swansboro Branch Library through March 9, 2022. The Committee met again on Monday 3/21. Beth shared that 89-online surveys were received and 6 hard copies. Flooding was the number one concern. The committee revisited the original spreadsheet and still identified stormwater mapping as the top priority for the portfolio. Other items still identified but categorized with stormwater mapping were Halls Creek and Hawkins Creek Restoration, development of a wetland restoration plan, and a public education campaign. Development of the portfolio readies the Town for phase 3 – applying for engineer funding, and phase 4 implementation.

On April 4, NCDCM released the Request for Applications for Phase 3 of the Resilient Coastal Communities Program - applications are due June 3.

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Our consultant Beth Smyre shares that NCDWM clarified that the focus of the Phase 3 program is on projects with a natural or nature-based component; this can include projects such as green infrastructure improvements, wetland or stream restoration, or living shorelines. Infrastructure mapping, such as Project #1 of our project portfolio, would not be eligible for funding under Phase 3. Therefore, she recommended that we focus your Phase 3 application on either the Halls Creek or Hawkins Creek stream restoration efforts. As Mayor Pro Tem Tursi graciously explained to her, a stream restoration project would be far more complicated scientifically and more expensive. It is doubtful, with all the other projects we have in the works on top of budget preparation, staff would have time to put together a viable application. I did share with her that we do have the Water Street Project (with engineered drawings in hand). She reviewed the plans and is checking with NCDWM to see if this project would qualify.

Beth Smyrna/Dewberry is scheduled to provide an update to the Board May 23, 2022, for Phase 2. We had originally hoped that stormwater mapping would qualify for the next phase, but we are told it does not. Phase 3 includes engineering/design – application deadline early June. Planner Jennifer Ansell and Public Works Director Tank Bates participated in a teleconference this week to seek other opportunities for stormwater mapping. The Town does have engineered plans for the Water Street Rehabilitation and could submit this project for Phase 4 funding. It is noted that the Water Street Rehabilitation project was estimated to cost \$215,000 in 2018. Phase 4 anticipated average funding level: \$45,000 per project, so contribution on the Town's part would be required.

RCCP Project Portfolio		
Project No.	Title	NNBS?
1	Stormwater Mapping	
2	Halls Creek Stream Restoration	Yes
3	Hawkins Creek Stream Restoration	Yes
4	Water Street Rehabilitation	Yes
5	Townwide Wetland Restoration Plan	Yes
6	Public Engagement and Education Campaign	
7	Resize NC 24 Culvert	

6 Swansboro Board of Commissioners Meeting May 23, 2022 Dewberry

As directed during the May 23 regular meeting, and with assistance from Withers and Ravenel, Staff was able to meet the June 3 Phase 3 application deadline for Engineering/Design. If awarded, we could receive up to \$45,000 to design/engineer bio retention areas along Broad Street prior to entering Water Street.

RCCP Phase 3 - \$45,000 was awarded to the Town on July 13, 2022, for the design/engineering of the bioretention swells along Broad Street that will assist in the rehabilitation for Water Street. We expect the design by March 2023. Following two meetings with the Board of Commissioners

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and the Public in May, the final deliverables were submitted on May 31, 2023, to NCDENR meeting the grant phase deadline.

RCCP Phase 4 – Construction Applications due April 28th. We were disappointed to learn there was only \$1,000,000 to award. Withers and Ravenel reviewing the application and our project criteria. The grant application was submitted to NCDENR on April 28, 2023. Total grant amount \$441,200 (Grant amount requested \$238,220, Local Match \$203,000)

The Town received notification on July 26, 2023, that we were not selected for funding for this phase. We knew at application that the construction phase was under-funded. In conversation with Withers and Ravenel, who assisted with the grant preparation, there are other funding sources we can look for. Steve Marks shared, "...the state has training opportunities the next couple weeks for grants this fall. Same program as the LASII planning grant, but construction projects are potentially eligible. The funding source is unclear at this moment, but DWI is proceeding as though they'll have money for the program. DWI offers low/no interest loans with possible principal forgiveness for green infrastructure projects. It's likely with the addition of the bioretention cells that this would qualify. Also, Golden LEAF could potentially be interested in the project too. Right now, their funding cap is \$250k so that would essentially cover what we were hoping RCCP P4 would fund." We will work with Withers and Ravenel for future funding opportunities.

August 2020 - NC State Historic Preservation Office Florence and Michael ESHPF Hurricane Disaster Relief Grant – Emmerton School:

The Town submitted an Emergency Supplemental Historic Preservation Fund (ESHPF) Hurricane Disaster Relief application for Emmerton School (AKA Old Town Hall) located at 502 Church Street for remaining Hurricane Florence damage repairs and resiliency measures for future events. The grant request is in the amount of \$424,000 and is established as a 100% reimbursable grant.

We will use the funds for the following projects:

1. Tuck Pointing of the interior and exterior bricks to help stop the water penetration that occurs. This would also include the application of a sealant to the exterior brick.
2. Repair the extensive damage of the crumbling brick work above the south front door and other interior walls.
3. Historic Ceiling repair and repainting – Even though there is a new roof on the facility, some moisture did seep in sometime after the temporary fixes were installed.
4. The installation of a Centralized Dehumidification System
5. Window and Door repairs/replacing/storm proofing – there are a total of 81 windows and doors that are included in this request.
6. Electrical wiring repairs
7. Soffit repairs from Hurricane Florence damages
8. Sealing the crawl space
9. Attic Insulation

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We were notified on January 14, 2021, that our application for Emmerton School was awarded for 100% funding (\$424,000). Please note that grant activities may not take place until the Grant Contract has been signed. We expect to receive the proposed grant contract in November 2021 and hope to have a quick turnaround on it. Once executed, we can move forward on the 9 action items listed above. **The listed deadline for completion for this project is September 30, 2023,** but are hoping, due to granting agency delays, that extensions may be available if needed.

On 12/1/21, received notification that NCDCCR is drafting a subgrant agreement. The National Park Service has given clearance to begin the project. A budget amendment accepting the \$424K was approved on January 10, 2022. The final agreement has now been executed. The project startup meeting has occurred, and the Manager and Planner will begin working with NCDCCR to identify contractors qualified for the work. Staff is preparing a draft RFP, which will then have to be reviewed by the Historic Preservation office before being sent out.

A Request for Qualifications for the Emmerton School Project was approved by the state and submitted on Wednesday afternoon. The deadline for submittals is July 22, 2022.

Four RFQ's were received for construction and are under review by the state. Staff reviewed and provided its comments to the state and a joint interview will be held once the state is ready.

State Historic representatives and staff will hold interviews with three architectural firms on September 27th.

Following interviews, David Gall Architectural Firm out of Winston Salem was selected. Mr. Gall has already made a couple of site visits and is already working on remediation plans.

The Town, the State Historic Preservation Office and Mr. Gall are still working on contract details. Mr. Gall also had emergency knee surgery during the holidays.

In follow-up with the State last week, the legal team is putting final edits together on the contract with Mr. Gall.

Due to a family medical issue, Mr. Gall contacted the Town on 3/20/23 to decline the contract. I have emailed the State Historic Preservation Office regarding this setback and will share the plan to move forward once we have a chance to discuss it as a group.

Stature Engineering was interviewed on April 10th and selected to complete the work. SHPO working on contract language with Stature Engineering. The contract was executed mid-June, and the engineer has begun his work. Mid-October 2023, Stature Engineering has completed 45% of the Schematic Design documents and 100% of the Brick-and-Mortar Sampling and Testing.

On November 1, 2023, Stature Engineering, Staff, and the State Historic Preservation Office met to hold a bid review meeting and Watertight Systems, Inc. was selected to perform the masonry repairs. The contract was executed early December. The required Quarterly Report for the grant was submitted in early January. Stature Engineering is currently in the process of submitting drawings for window, door, soffit, and interior repair to SHPO for approval.

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In February 2024, the engineer's drawings for the window, door, soffit, and interior repairs were approved by SHPO and sent out to bid. On February 28, 2024, Watertight Systems, Inc. performed sample mortar removal and replacement to the site. Staff, the engineer, and SHPO met onsite on March 20, 2024, to review and approve samples. Masonry work began on March 26, 2024, and is still in process. The approved plans are currently out for bid.

Staff, the engineer, and SHPO met onsite on May 23, 2024, to review the progress of the masonry work. SHPO representative discussed options on the progress of the masonry work with the engineer.

Staff, engineer, and SHPO had a Teams meeting on June 4, 2024, to discuss remaining budget estimate/ availability of funds for site drainage improvements and other scope of work window, door, soffit, and interior repair. Option 2 was chosen.

Remaining Funds for Site Drainage Improvements (Option 2)

\$314,225	Estimate of remaining funds prior to window/soffit/interior bid
<u>-\$209,000</u>	Base Bid and all Add Alternates except #5 Painting Metal Ceiling Panels
\$ 105,225	Estimate of Remaining Funds for Site Drainage Improvement *

Staff, engineer, and SHPO met on site on June 13, 2024, to review progress of masonry work.

June 13, 2024, SHPO stated that upon review, they had concluded that the proposed French Drain installation work would meet the Secretary of Interior Standards and will not adversely affect the National Register-listed property. Engineer met with contractors to begin bids for the French Drain.

June 18, 2024, the NC Historical Commission meet and discussed recommendations for reallocation of available funds of the Emergency Supplemental Historic Preservation Fund (ESHPPF). This was due to the fact that some projects sustained greater damage than expected and budgetary inflation was present as well as an increase in the scope of work. The Commission voted unanimously to accept the staff's recommendation and the funding reallocation for our grant was officially decided in the amount of \$75,000.

On July 8, 2024, the masonry and all required improvements form the SHPO work was completed.

July 12, 2024, Stature Engineering, Staff, and the State Historic Preservation Office selected Carolina EarthWerx LLC to preform French drain installation.

July 18, 2024, a modified Contract with Watertight System, Inc was signed to include Prosoco OH100 stone hardener to interior brick.

Stature Engineering, Staff, and the State Historic Preservation Office met to hold a bid review meeting and Harp Builders, Inc was selected. July 22, 2024, a contract with Harp Builders was

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signed to preform historic restoration on exterior windows and Ceiling panels, install storm windows and missing attic insulation.

The required Quarterly Report Apr.1- Jun. 30 for the grant was submitted early July.

August 19, 2024, the modified grant contract was signed to modify the period of performance, the amount of grant funds awarded, and adjust the scope of work.

A contract with Carolina EarthWerx, LLC was signed to install the French drain.

Hurricane Grant Specialist Annette Stone informed the town that an easement would need to be established to preserve the historic structure, with the state expected to provide a draft of the easement in the first quarter of 2025.

October 11, 2024, both preconstruction meetings fell through.

- Trench contractor - has been working relief efforts in the mountains. Correspondence just slipped through the cracks with him.
- The interior contractor - had an accident and spent some time in the hospital over the weekend. He wasn't up for traveling for meeting.

EB Pannkuk and Staff meet onsite for a pre-construction meeting on October 31, 2024, with Harper Builders and EarthWerx.

- The windows and interior construction are expected to begin around the first week of December and is estimated to be completed within 90 days.
- French drain is also scheduled to begin the first week of December and is estimated to be completed within 21 days.

It is expected that Watertight will begin working on the stone hardener in November, but the drawings are being updated before they can move forward.

Staff, Stature Engineer, and SHPO met on site on Dec 5, 2024, to monitor progress to the French drain installation, and Stone Hardner in the interior of the building. While on-site SHPO representatives and Stature Engineer discussed a change order to provide and install 6" diameter schedule 40 PVC at existing roof down spouts. The scope of work will be 204' of PCV line below grade in the current French drain trench. This drain will be connected to eight existing down spouts. The original contract pricing was \$27,998 + \$8,426.27 (6" PVC change order) totaling \$36,424.27 for the project value. The modified contract was signed on December 10, 2024

- Watertight had a delay in obtaining supplies and started work early December and completed the Stone Hardner on Dec 5, 2024
- EarthWerx completed the French drain to include the change order work for the 6" PVC on December 13, 2024
- Watertight completed interior repointing on January 7, 2025

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- Harp Builders are scheduled to start the interior repairs on January 15, 2025

January 29, 2025, Staff, Stature engineer, Triple H Carpentry (sub-contractors) and SHPO met on-site to monitor the ongoing work and review the mockups of exterior repairs, and the interior masonry completed repairs.

February 7, 2025, construction project signage was displayed in front of Emmerton School to announce the "Emmerton School Historic Masonry Repair Project."

February 27, 2025, a contract modification with Stature Engineering was signed to add 10 additional construction observation visits in addition to the originally proposed number of 5 construction observations for a total of 15 construction observations for a price of \$15,000.00

March 6, 2025, staff, Triple H Carpentry and West Windows met to discuss storm windows and what materials and design they were looking for installation. The information discussed will be sent to the engineer by Triple H.

March 11, 2025, staff, Mike Keel from Harp Builders, and Roy Fish from Triple H met for a walk through of the windows they have completed to date and further discuss storm windows. It will be necessary for them to conduct further research in order to make a suitable choice.

March 17, 2025, a contract modification with Harp Builders was signed to add the following scope of work:

- Add additional structure to the corners of three soffits where the original structure has deteriorated, attach T&G soffit boards and paint T&G soffit. (\$6,083.48)
- Additional labor, materials, and equipment to replace 15 rusted metal ceiling panels. (\$9,348.28)
- Replace and locking mechanisms on window sashes, the locking mechanisms are all rusted and non-operable. (\$1,434.74)
 - o Total amount for this contract modification \$16,866.50

April 2, 2025, Staff Stature Engineer, Triple H (sub-contractor) and SHPO met on-site to monitor the ongoing work with windows and doors and discussed storm windows and specs they are looking for and review completed work.

May 6, 2025, Staff Stature Engineer, Triple H (sub-contractor) and SHPO met on-site to monitor the ongoing work. Approximately 75% of the windows have been repaired and reinstalled. Storm windows sample was denied. SHPO discussed with engineer and contractor about sourcing suitable storm sash. Corrovert has been applied to the underside of metal ceiling panels. The required Quarterly Report for the grant was submitted on April 14, 2025.

July 1, 2025, staff, Stature Engineer, Triple H (sub-contractor), and SHPO met on-site to monitor ongoing work. The metal ceiling panels on the museum side are complete, with the exception of

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the artifact storage room, which is scheduled for completion by the end of July. Work on the auditorium ceiling is expected to begin in mid-July.

All window repair/installations have been completed. Triple H is developing a storm window mock-up for SHPO's review and approval.

The required Quarterly Report for the grant was submitted on July 7, 2025.

Sidewalk Projects

Sidewalk Priority Project List updated and reordered By BOC as of August 27, 2024



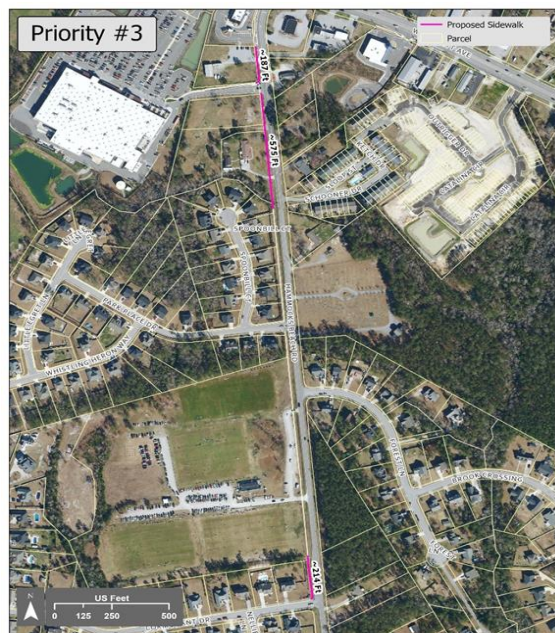
- Location: Main St. Extension from One Harbor Church to Old Hammock Road, then Old Hammock Road to High-Speed Gear
- Easements: NOT obtained
- No design or survey work performed
- Estimated Sidewalk Length: 2,008 FT

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- Location: Southside Hwy. 24 from Walmart to Queens Creek Road Intersection, then Intersection to Swansboro High School/Queens Creek Elementary School entrance
- Easements: NOT obtained
- No design or survey work performed
- Estimated Sidewalk Length: 2,483 FT



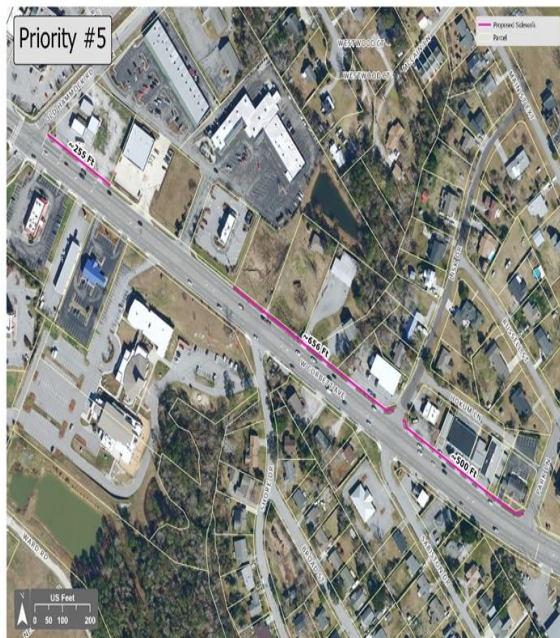
- Location: Hammocks Beach Road from Moore's BBQ to Park Place, and Soccer Association to Cormorant Drive
- Easements: 2 out of 5 acquired. All 3 easements remaining are from Mr. Charles Rawls
- No survey or design work performed
- Estimated Sidewalk Length: 976 FT

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- Location: Pineland Drive parcel to connect to the existing sidewalk at the Cottages
- Easements: Obtained
- Town obtained an engineered crossing design for the project. There might be a utility pipe conflict
- Estimated Sidewalk Length: 153 FT



- Location: Gaps on Northside of Hwy 24 from Old Hammocks Road to Downtown
- Easements: NOT obtained
- No design or survey work performed
- Estimated Sidewalk Length: 1,411 FT.
- Southside: complete

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RFQ's from qualified Engineering firms to assist in the design and construction of the new 5 project priority areas. Only one firm Arendell Engineers from Morehead City submitted an RFQ by the February 17, 2025, submission date. On March 11, 2025, the Town Board of Commissioners agreed to enter into contract negotiations with Arendell for design and construction administration services. A proposed contract will be presented at a future BOC meeting for consideration.

On March 11, 2025, the Board of Commissioners agreed to enter into contract negotiations with Arendell Engineers, Morehead City NC to provide services for the design, surveying and construction administration of the above-described project areas. Arendell was the only firm to submit an RFQ to the Town to provide project engineering services.

Visitor's Center Improvement Update

Andrew Wilson of Crystal Coast Engineering has prepared a draft building layout for the Visitor's Center based on several suggestions he received. You may recall that the Town had reached out to John Wood, Restoration Specialist, with the NC State Historic Preservation Office to determine if the structure had retained its contributing historic status when moved to its present location, which would have allowed an exemption under the Flood Damage Prevention Ordinance. On January 6, 2022, Mr. Wood provided that due to the structure being moved from its original location, handicap ramp addition, and elevation; the structure was no longer a contributing historic structure. It should be noted that the elevation was required because the structure was in the flood zone, and the handicap ramp had to be added for ADA compliance. What this ultimately means is that we will have to follow a phased plan for improvements because the building is valued at \$57,000. If the renovation cost exceeds 50% of that value, a Substantial Improvement, the entire structure must be brought into compliance with the current ordinance and Building Code requirements. A second phase could not be started until one year after the final inspection on phase one.

Another alternative would be to raise the building to the current flood elevation (approximately 5 more feet) to bring it into compliance with the current regulations, including breakaway wall construction for the foundation due to the Coastal A flood zone designation. This would require HPC approval. This item will be added to the Planning Retreat for discussion/guidance. As a reminder the Town was awarded \$20,000 through the Onslow County TDA and must be used by June 30 or requested again in the next grant cycle.

Staff met with John Wood on Tuesday, March 1. As reported at the March 2 Planning Retreat, John Wood indicated that if we moved the side entrance steps back to the front of the building as they originally were when the building sat further down Water Street and clearly identify those as new construction using certain materials and raised flower beds to camouflage, the building's historic status could be returned. Planner Ansell has sought engineered drawings and elevation

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certificate. Additional reviews by the Historic Preservation Commission and Flood Appeals Board will still be required. Once the contributing status is re-instated, the building would qualify for an exemption under the definition of Substantial Improvement and allow the Town to apply for a variance from the Flood Damage Prevention Ordinance requirements through the Flood Appeals Board.

Tidewater has been engaged to provide the elevation certification and existing conditions survey. Larion Engineering has been engaged to provide engineered re-design to remove the side entry and re-instate the entry to the front of the building and flood analysis. All will aid in the return of the contributing status to the building which will in turn relieve the Town from the flood requirement to raise the structure. The design will be scheduled for review by the Historic Preservation Commission for the demolition of the steps/deck and construction of the new steps as soon as the plans are received from Larion thereafter, a variance will be sought from the Flood Appeals Board from the elevation requirement. Public Works will demolish the side entry, however, based on workload we will most likely utilize a contractor to install the front entry.

On May 17, the HPC reviewed the side entrance demo and re-location of the front entrance as recommended by Restoration Specialist John Wood. HPC member Kim Kingrey volunteered to search for photos from years back to see if the hand railings were wooden or if any were ever present. Once final minor work approval is granted, the work performed and contributing status re-instated, we would then qualify for an exemption under the definition of Substantial Improvement which would allow the Town to apply for a variance from the Flood Damage Prevention Ordinance requirements through the Flood Appeals Board.

As previously reported (Manager's Brief June 16), demo of the stairs at the Visitors Center is complete. Visitors are still able to use the handicap ramp access at the rear to gain access to the restrooms. The railing has also been re-constructed by Public Works on the front porch. Once the wood dries out, it will be painted white.



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At the BOC's request, a progress update was given July 25th, 2022.

What's Been Done to Date

- Working to re-establish Historic Contributing Status
- Awarded FY 21/22 Onslow County TDA Funding \$20,000 – paid for side steps demo identified as reason historic contributing status rescinded, required engineering of front steps re-construction due to flood zone location, some interior fixtures purchased for future renovations
- RFP awarded to Rufus Murray for side steps demo May 2022 - *completed*

What's Remaining to do on the Exterior

- RFP to reconstruct front entry steps due August 1, 2022 (breakaway design)
- Once the front entry steps are constructed, the final V-Zone Certificate can be prepared. The next step is to obtain the variance from the Flood Appeals Board and obtain a letter from the State Historic Preservation Office that the Contributing Status has been re-instated.

Interior Renovations - The estimated costs provided by former Public Works Director in 2021 was \$60,870. Of that amount, he indicated that the Public Works Crew could perform about \$15,000 of that work (walls, sheetrock, painting, flooring). Swansboro TDA has agreed to fund a portion of the interior renovations. Once we have settled on an interior design, we will be able to determine whether any water/sewer improvements will be needed, or whether just a certified engineered letter will be required so that the current infrastructure can handle the improvements.

Eight vendors were notified of the RFP to re-construct the stairs at the Visitors Center and it was posted on the website. RFP's were due by August 1 and only one was received (Rufus Murray) for \$23,300. We plan to proceed utilizing the allocated ARP funding so we can keep this project moving forward.

Rufus Murray was awarded the contract to re-construct the exterior stairs etc. On hold until after the Mullet Festival so we don't have a construction site during the festival. A pre-construction meeting was held on Monday, October 17 and the contractor plans to get started immediately. The Visitor's Center will remain open during the exterior construction.

As reported in the Manager's Weekly Brief on December 1- exterior renovations are complete. We will prepare a letter to the National Parks System to have contributing status re-considered.

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In an email from John Wood on December 13, he indicated he would forward our exterior improvement work to the National Parks Service and request re-instatement for us. Followed up January 10 as we would like to make application for tourism funding (application due by March 1, 2023) for the interior and need to apply for the Flood Ordinance exemption. John felt confident that our contributing status would be restored before that date and encouraged us to proceed with the final elements.

The Flood Board heard and approved the variance request from the definition “Substantial Improvement” on February 21st. I will be making an application to Onslow County for tourism dollars for interior renovations by March 1st.

Application was submitted to Onslow County on 2/28/23 for \$30,000 to assist with future interior renovations. \$30,000 will be included in the Swansboro TDA budget for FY 23/24 as they had already made a commitment. As previously shared, Onslow County did not fund our request this year. Swansboro TDA awarded the Town \$30,000 in July.

Mid-October, met with electrical and mechanical contractors, and still waiting to hear from plumber. It would be our hope to begin the interior renovations in late November unless the contractors are ready before.

Town staff recently noticed the growth of mold in numerous areas inside the Visitors Center. This condition has necessitated the need to close the building until the problem can be remediated. As a result, mold remediation companies in the area were contacted and Right Coast Solutions responded and agreed to inspect the building to determine the source(s) of the problem and develop a remediation plan.

Upon inspection, mold was found in the kitchen, office area, outlets, crawl space, and HVAC duct work. In the interior, remediation would include removing the bottom 24” of drywall and applying mold blocking primer and foam insulation to block air intrusion from crawlspace. In the attic, an

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electric exhaust fan would be installed. In the crawl space, insulation and mold blocking primer would be applied. HVAC ducts, grates and vents would all be cleaned.

The total cost to perform the proposed work is \$15,250. A budget amendment would be required.

September 10, 2024, the Board of Commissioners requested staff to investigate further to identify more precisely the type of mold and best method to remediate.

During the Board of Commissioners' regular meeting on November 12, 2024, the Board approved remediation to use the \$45,000 already approved plus \$15,000 more, resulting in a total of \$60,000 to repair the visitor center.

January 28, 2025, The Board of Commissioners approved to Town Manager to enter into contract with Green House solutions.

LSAII/Stormwater Mapping Grant

Following adoption of a support resolution on September 12, 2022, the Town entered into contract with Withers Ravenel (\$5000), who will prepare the grant application for Local Assistance for Stormwater Infrastructure Investments through the NC Division of Water Infrastructure in hopes of receiving up to \$400,000 to assist with stormwater mapping in the Town. The application deadline is September 30, 2022, with grant awards to be announced in February 2023. On February 9th Withers Ravenel shared that our application had been recommended for approval. We should receive the final award by the end of February.

Grant award received April 5, 2023. Staff held a scoping meeting with Withers Ravenel on October 18th to review the draft agreement for services.

Two rounds of RFQs were sent out, with final submittals in August. WithersRavenel was selected to complete the project in October of 2023 and the contract was executed in early December. On December 18, 2023, kickoff meeting with staff and WithersRavenel, a public outreach meeting included a survey was scheduled for mid-March. The data collection portion of the project is projected to start early June.

WithersRavenel and Staff continue to attend monthly check-in meetings for the project. On March 11, 2024, WithersRavenel and Staff held a public outreach meeting that included a brief summary of the project, time for public questions, as well as maps for the public to mark stormwater issues around Town. A public input survey was released to the public to indicate problem areas around Town as well. The survey was opened one week prior to and one week after the public outreach meeting. Survey crews are projected to begin data collection early June.

WithersRavenel and Staff met via Zoom on May 21, 2024, to discuss survey collection coordination. WithersRavenel requested that Town post in social media, and constant contact to notify citizens of surveyors being out in Town. They estimate that data collection could take a couple of months, possibly by the end of the year.

On June 3, 2024, data collection started.

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June 17, 2024, WithersRavenel shared a data dashboard that has all of the survey information collected this far.

WithersRavenel and Staff met via Zoom on June 24, 2024. The survey team has made an initial pass on all the structures, and it's anticipated that all initial field work will finalize within the next week and at that time data collected would be reviewed and processed.

WithersRavenel and Staff met via Zoom on July 22, 2024, initial field survey has been collected. The data is in review. Once in-office review is completed, additional surveys may be required to verify spots flagged during the data review process.

WithersRavenel and Staff met via Zoom on August 26, 2024, Jill Carter will be replacing Monica Chevalier with funding administration. Any correspondence will go through Jill Carter moving forward.

Fieldwork has been completed and the team is now reviewing internally and migrating to the new database for town. Once the initial review is completed, they anticipate that a few places will need a second round of survey to a few isolated locations. The rest of 2024 is scheduled for database.

WithersRavenel and Staff met via Zoom on September 23, 2024, there continues to be an internal review of data collected as they flag areas that need additional verification. Should have more concrete updated on the next field date within the next month

Staff discussed pros and cons options with Tyler Christian for the Town to host/ view data when complete. The following software options were discussed:

Dimond maps software

- Inexpensive monthly cost.
- Provide good customer service and GIS support.
- Cloud-based, Town doesn't have to store data locally.
- Town can view/edit data. They can also make attribute updates in the field for asset and track work/maintenance. Can also add photos or documents.
- GPS integration to map new features.
- Supports multiple users and can have specific permissions for certain users.
- Less customization of viewer/map.
- No spatial analysis is available.

ESRI/ArcGIS Online Platform

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- More costly yearly subscriptions to maintain licenses and credits for hosting data in ESRI's cloud.
- Provides all the same benefits as Diamond Maps but allows for more customized online maps.
- The WR GIS team would setup the online maps and upload data. Would provide training at the end of the project.
- Allows spatial analysis and mapping tools to perform more in- depth spatial analysis.
- Allows editing, new feature collection, and can integrate GPS unit for more accurate mapping of new assets.

Gerald Bates (Tank) will be researching Brightly's software as a potential option. Tank and Tyler discussed that Diamond Maps or Brightly seemed to be the Town's best option moving forward. It was discussed that as they get more traction and confidence with Diamond Maps/Brightly that an ESRI-based solution could be an option down the road if they were to outgrow those platforms and needed more capability.

WithersRavenel and Staff met via Zoom on October 28, 2024, data should be wrapped up by the end of this year. The internal review is in its final phase and the final field work should take place in November for one day. The last step is to look at slopes. Once all is in place, they will begin looking at the hydraulic/hydrologic side of things and narrowing down the areas for capacity analysis. A final presentation for board approval should be early 2025.

WithersRavenel and Staff met via Zoom on November 25, 2024, they are working to have final database ready by the end of the year. Shawn with GIS and field crew will come out December 2, 2024, to look at the high traffic areas on Corbitt Avenue and double-check the survey in the area.

WithersRavenel and Staff met via Zoom on December 16, 2024, the discussion focused on justification for needing software to host GIS database. They will provide a write-up covering the different ways to view GIS data. The stormwater group is starting to review the data to identify where we can focus the modeling in Concept development should begin later in the spring/early summer 2025.

WithersRavenel and Staff met via Zoom on January 27, 2025, The GIS Team is doing final QAQC on inventory dataset. Stormwater has a dataset to begin the H&H analysis (hydrologic and Hydraulic) After QAQC WithersRavenel will send it over, and work to get it uploaded to a hosting system that the Town decides upon. It was further discussed that WithersRavenel will provide write-up for the level of service that existing conditions will be evaluated against the following:

- 10-year event for closed network storm system and ditches
- 25-year event for roadway stream crossings (increased if NCDOT street that has higher design event)

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Due to budgetary constraints, the model will not include every pipe. WithersRavenel will review the budget and propose study limits.

WithersRavenel and Staff met via Zoom on February 24, 2025, the GIS team visited and collected additional data on February 17, 2025, to incorporate it in the survey, review it, and run slopes. The final quality assurance of the full inventory dataset is to be completed, and once it has been QAQCed, they will send it over and work on uploading it to a hosting system to be selected by the Town.

Proposed 10-year model for closed network and increased to a 25-year model for main roadway stream crossings and even higher 50- or 100-year model if it's NCDOT with higher standards.

Next Steps include the following:

- Start building detailed existing condition model in the Halls Creek area, Hammock Beach Rd and with a secondary focus on the downtown water commercial area.
- They will provide model results and discuss potential improvements then design and reviewing cost benefit ratios vs. cost implement improvements.
- Once all is done, they will create a presentation and show that to the board.

WithersRavenel and Staff met via Zoom on March 24, 2025, discussed update on ways to host GIS database. Existing conditions model continues to be on track to be completed early May 2025.

WithersRavenel and Staff met via Zoom on April 28, 2025, discussed wrapping up existing conditions modeling and anticipating results at the end of May 2025.

- Existing Conditions of Hydrologic and Hydraulic Modeling	102d	02/04/25	06/25/25
+ Prepare Hydrology	60d	02/04/25	04/28/25
+ Prepare Hydraulics	60d	02/04/25	04/28/25
+ Internal Model QA/QC	5d	05/01/25	05/07/25
+ PAOCS Identification	5d	05/08/25	05/14/25
+ Exhibits	10d	05/15/25	05/28/25
+ Share Draft Exhibits with Town	1d	05/29/25	05/29/25
+ Existing Conditions Model Review Meeting	3d	06/09/25	06/11/25
+ Model Finalization	10d	06/12/25	06/25/25
+ Conceptual Projects	71d	06/26/25	10/02/25
+ Project Prioritization	42d	10/03/25	12/01/25
+ Public Outreach 2	47d	12/02/25	02/04/26
+ Master Plan Report	293d	12/02/25	01/14/27

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WithersRavenel and Staff met via Zoom on May 29, 2025, Conditions modeling and anticipated results were pushed back a few weeks to mid-June.

WithersRavenel and Staff met via Zoom on June 23, 2025, and reviewed the following existing conditions model results:

- Deer Run Neighborhood - confirmed problem area
 - Wetlands downstream have trouble draining
 - A multi-use shopping area is currently being built on PARID #000762 (per Onslow GIS)
- Main St. Ext
 - DOT road
 - All pipes seem to be undersized
- School Road
 - May be a maintenance issue
 - WithersRavenel to add back into the model during finalization stage
- Phillips Drive
 - 24" to Holly Ln discharging to Halls Branch is a confirmed problem area
 - No flooding across Phillips Drive
- Forest Ridge Neighborhood – confirmed problem area
 - Neighborhood built on wetlands
 - Pipes likely undersized
- Water St – confirmed problem area
 - Being resurfaced the weekend of June 28th
- Front St – confirmed problem area
 - Pipe at outfall (24") is always full of water
 - Residents often raise concern of flooding on Walnut St (from Broad St to Church St) but no confirmed visual evidence from town staff

Fire Grants

DCIP Grant -Public Safety Complex & Sidewalks

Applied June 14, 2024 (hard copies provided by Chief Randall TM office)

The Town of Swansboro was not selected to advance to the next phase of the DCIP grant. Chief Randall has requested a meeting to discuss and review the submittal on September 30, 2024.

Project 1 (Public Safety Complex): Town of Swansboro Public Safety Complex for Camp Lejeune - 28584-8451 – Applied 7.3.2025

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Project 2 (Sidewalks): Town of Swansboro Transportation Infrastructure Construction for Camp Lejeune - 28584-8451 – Applied 7.3.2025

**Chief Jacob Randall applied for the following grants. He will notify us if they get awarded.

AFG Grant

- Grant- EMW-2024-FG-04065- Vehicle Acquisition
 - Brush Truck- Pending application applied 11.4.2024
- Grant- EMW-2024-FG-00566- Operations & Safety
 - Fire Hose (Attack and Supply)- Pending application applied 11.4.2024
- Regional Grant for Radio Equipment with Hubert Volunteer Fire Department - Applied March 8, 2024- Denied

SAFER Grant - (6) Firefighter - Applied April 12, 2024 -Denied

Big Rock Foundation- Fire Department Boat - Pending Application Submittal (hard copies created 7.11.2024 TM Office)

Once the application is submitted to the Big Rock Foundation, Chief Randall will provide the updated application. -Denied

Completed Projects/Planning Items

Sidewalk Project

At their December 5, 2019, meeting, the NC Board of Transportation approved a funding request from NCDOT Division 3 in the amount of \$366,668.00. Per amended Swansboro Resolution 2019-R9, the Town contributed \$116,634 for a total project funding of \$483,302. The project was split into 3 phases/priorities to focus the limited funding to the portions that ranked higher in need.

Construction of this project commenced Thursday, April 8, 2021. NCDOT has estimated a project funding shortfall in the amount of \$97,000 due to limitations caused by ditching and utilities. The cost breakdown for each phase/priority is as follows (estimates as of April 16, 2021).

- **Priority 1** - Sidewalk installation along NC-24 (Corbett Ave) from SR 1511 (Hammocks Beach Rd) to SR 1514 (Phillips Loop Rd); \$120,000 – **Completed**
- **Priority 2** - Old Hammocks Beach Rd from SR 1513 (Deer Island Rd) to existing sidewalk near Fredericks Ln; \$335,000 – Expected to begin in late October 2021 – Groundwork/drainage underway. Project delayed due to two additional easements needed just beyond Deer Island Road. The water line depth too shallow in right-of-way. Easements requests were mailed out November 23, 2021.

Senate Bill 105 approved November 18, 2021, included the \$100K for sidewalk extensions in Swansboro. An email notifying the Town of the \$100,000 award was received from the Office of State Budget and Management to acknowledge the appropriations of \$100,000 for sidewalk improvements from the State Capital and Infrastructure Fund Directed Grant. Once received, these funds could be appropriated for the second section of Priority 2.

Some stormwater drain work has been completed by NCDOT on Priority 2 along Old Hammocks Road. This priority area includes two sections. The first section from Deer Island Road to Fredricka Lane and the second section from Fredricka Lane to the Catholic Church connection. All easements are secured for section one. One easement is still pending for this section (involves heirs and deed preparation on their part). NCDOT does have some additional drainage work to do along the flag lots at Buena Vista Del Mar (adjacent to Williams Road).

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Section 1 of Priority 2



Section 2 of Priority 2



One easement is still pending, but communication suggests we should have the easement in the near future. NCDOT still has some sitework to complete prior to constructing the sidewalks.

Priority 2 Completed. Ribbon Cutting was held on June 24th.

- Priority 3 - SR 1511 (Hammocks Beach Rd) from Moore's BBQ sidewalk to Park Place Dr \$125,000 - *NOTE: we have not prepared survey/design on this section yet, so costs may vary more related to this priority*

Priority 3 will connect the sidewalks at Park Place to Moore BBQ. This area has not been surveyed/designed and could likely (according to notes in 2019) cost more than \$200,000 due to right-of-way and stream crossing, utility issues. Five easements are required for this section.

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Priority 3



Staff is working with NCDOT on an updated maintenance agreement which also includes the breakdown of expenditures of the \$100K SCIF Funding (Town contribution). This information is necessary for reports we are required to provide back to the Office of State Budget and Management.

Although requests for Priority 3 easements were sent out back in October 2021, none were received. We will re-submit those requests. Second letters sent July 2022.

During the April 4 Budget Workshop, a future Priority 4 was identified. We are waiting to hear back from NCDOT on funding estimates. NCDOT indicated on 10/10/22 that the on-call contractor hoped to start this sidewalk section in the last part of October. **Priority 4 completed.**

According to NCDOT revised cost estimate, Priority 3 & 4 combined will be \$99,994.80. We are still waiting for the Sidewalk Agreement to be updated to include the last portion of Priority 2 and Priorities 3 & 4.

Sidewalk easement received from Justin Weiss/1130 Hammocks Beach Rd. Still need three others from Rawls. NCDOT has been notified. As a reminder – the funding from Priority 3 was moved to Priority 5 & 6 by NCDOT due to it taking so long to obtain the easements. Storm ditch crossing engineering cost will have to be funded by the Town and sidewalk construction will be dependent on future NCDOT funding or the Town can also provide funding.

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Priority 4 - Completed



Future Priority Areas – as previously noted (Manager's Weekly Brief) interest by a handicap resident has been shown to extend the sidewalk along the west side of Old Hammock Road where there is a void from the Cottages to the side entrance to the Piggly Wiggly. NCDOT shared on 10/10/22 that funds were available to complete that portion ending north of Pelican Circle to the Piggly Wiggly driveway. The Town will work to obtain the required easement. I did inquire whether the partial south of Pelican Circle/adjacent Pineland Drive could be included but have not heard back from NCDOT to date. A second letter was sent to the Perry family on November 17 regarding the needed easement for sidewalk extension. The first letter was sent on October 24th. A third letter was hand delivered to Mr. Perry on December 5 and Mr. Perry indicated he was having issues getting all owners to agree. Owners include members of the Perry family, heirs to Irene Pinkston.

Future priority areas were discussed with the BOC July 25, 2022, but no decisions made until more development made on Priority 3. The easement for Priority 4 was secured in the last week of July and shared with NCDOT so that this section could be moved forward ahead of Priority 3. Thus far, no easements have been secured for Priority 3.

On September 26, the Board identified the following Priority Areas: (Note: *priority numbers reassigned by NCDOT*)

Priority 5

Extension of the sidewalk north from the Cottages to Piggly Wiggly side entrance street
Obtained list/addresses for all eight property owners of parcel 056535 on January 5, 2023.
Finalized the easement document and mailed all property owners a separate easement to sign.
Once all received back, I will notify NCDOT to schedule the sidewalk construction. As of 2/23/2023, one of eight easements received.

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3/10/23 – I made some progress on obtaining easement signatures for Priority 5. I received all the signatures needed from the Perry family. However, none of the signatures from the Pinkston family have been received despite numerous letters and Perry family attempts.

3/28/23 – all required easements received from Perry and Pinkston family and forwarded onto NCDOT. Ditch piping has been installed at the entrance to the Piggly Wiggly. NCDOT indicated that this section would be completed in a 6–8-week timeframe.

Priority 5 completed in September 2023



Priority 6

Pineland Drive parcel south of Pelican Circle to connect to the existing sidewalk at Cottages

NCDOT shared on 11/17/22 “we have reached out to the Environmental Unit to determine if we could extend the existing crossline to extend the sidewalk, or if permitting would be required. We have not yet estimated this work, since we are uncertain what may be involved. If we are able to pursue this section, then we will need an easement from the property owner (but do not reach out to them until we have determined that we can move forward), and we would want to remove the short section of sidewalk that turns out towards Old Hammocks Rd. This is not acceptable practice as it is leading to a roadway where there is not a Stop condition, nor is there a permitted mid-block crossing.”

On February 2, 2023, NCDOT gave the okay to seek the required easement for this priority. That request was mailed February 3, 2023.

Two easement letters have been sent to the property owner with no response. The last letter gave a deadline of March 15th. Easement obtained late March and provided to NCDOT. The Town obtained an engineered pedestrian crossing for this priority. Waiting to hear from NCDOT on utility conflict/pipe extension.

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Priority 7

Main Street Extension from the Recreation Center to Old Hammock to Highway 24 – awaiting cost estimate from NCDOT. Subject to future funding.

Priority 8

Gaps without sidewalks on Highway 24 from Old Hammock Road to downtown – awaiting cost estimate from NCDOT. Subject to future funding.

Priority 9

South side of Highway 24 from Walmart to Queens Creek – awaiting cost estimate from NCDOT. Subject to future funding.

Following a TRC Meeting at Town Hall on December 13, I met with our NCDOT District Engineer to discuss the priority areas described above further. She noted a change to our priority areas as noted above in red and that she would be reviewing the funding left in this cycle once priority 4 was paid out. She felt confident there should be funding left to complete Priority 5&6 as re-numbered above. As a side note, the Town still has the \$100k provided by the SCIF Funding if NCDOT's estimates are more than what is left with NCDOT. Pedestrian crossing for Priority 6 estimate \$5000.

On February 6th, I had an additional conversation with property owners of Priority 3. They seem interested in working with the Town now. I reached back out to NCDOT to schedule a meeting with the property owners. On 2/22/23, our Division Engineer indicated that they will create a detailed aerial of where the sidewalk/easement will be. A reminder that Priority 3 was taken off the NCDOT work list, and those funds were shifted to Priority 4, 5, and 6. If the Priority 3 property owners were agreeable to provide an easement, a new estimate would have to be obtained, and the Town would be responsible to have engineer/design and pay for the stormwater crossing. NCDOT has made it clear they will not pay for that.

Priorities 7-9 have been sent to NCDOT. However, they are subject to future funding NCDOT may get, unless the Town wants to fund them.

August 15, 2024, the Town Manager met with NCDOT representative Ron Van Cleave and JUMPO representatives Stephanie Kutz and Teri Dane. Initial steps identified in restarting the Sidewalk Priority Projects was to identify a funding source. Most likely federal funds going through JUMPO 80/20 split. Also, need to prepare a new RFQ for engineering and design services.

Timeline: Retain Engineering services, Design, permitting and easement acquisition in 2024/2025. Construction 2026.

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Main Street Urgent Care

1058 W Corbett Ave

- This project is a use by right in B-1 zoning district.
- Site Plan and Building Plans have been approved.
- Building Permits have been pulled.
- Project is currently under construction across from old ABC store.
- The project has received final inspections and has been issued a temporary CO. They plan to open soon.
- Project was completed and issued Certificate of Occupancy on April 9, 2025.

Mavis Tire

1411 W Corbett Ave

- This project is a use by right in B-1 zoning district.
- Site Plan and Building Plans have been approved.
- Building Permits have been pulled.
- Project is currently under construction at its site in front of Food Lion.
- The project has received final inspections and has been issued a temporary CO. They plan to open soon.
- Project was completed and issued Certificate of Occupancy on April 30, 2025.

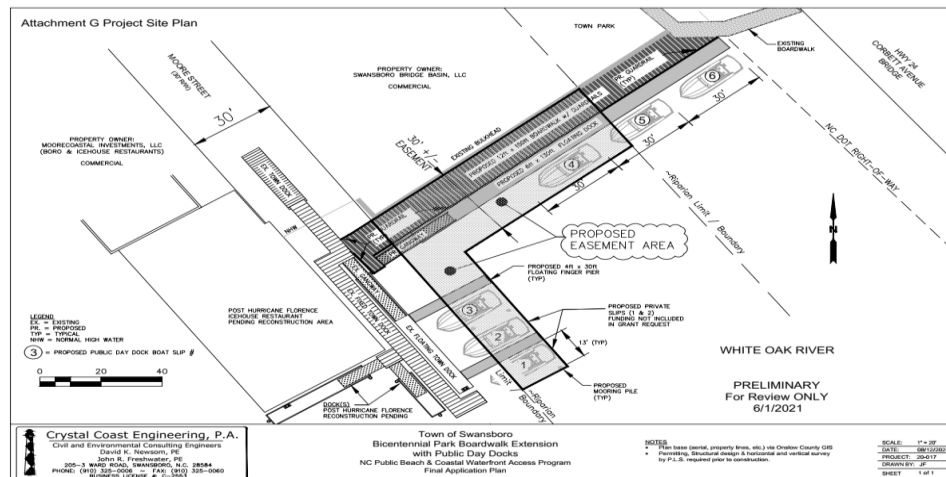
2020 NC Public Beach Coastal Waterfront Access Grant Project

The Town received notification on November 3, 2020, that the Bicentennial Park Boardwalk Extension with Public Day Docks Grant Project has been approved and granted the full amount requested of \$142,350. The Total project cost is \$158,350 with the grant. \$7,000 of the required \$16,000 town match will be non-cash/in-kind. The project will include the following:

1. A 150 feet by 12 feet wide wooden boardwalk to be located waterward of an existing concrete bulkhead along the shoreline of the southern section of the park and the Mattocks House property. The boardwalk will connect on the western end of the existing Town Dock located in the Moore Street right-of-way.
2. A floating dock measuring 6 feet by 130 feet will be located immediately waterward of the Boardwalk and will connect to the existing Moore Street Dock by means of 4 feet by 30 feet aluminum gangway on the western end.
3. There will be four boat slips to accommodate day visitors in small boats

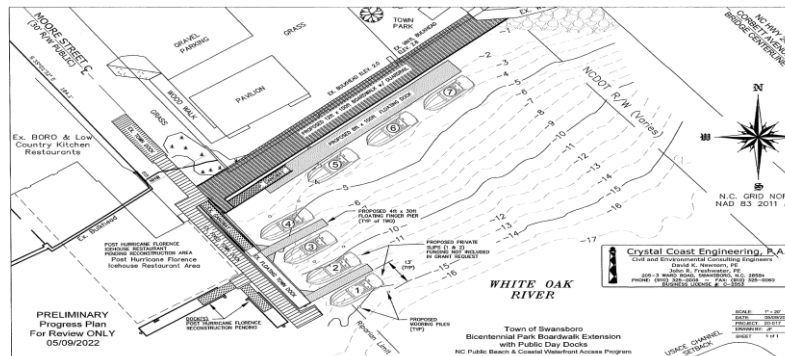
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The Lease and Dock Rental Agreements have been executed with Randy Swanson. Kathy Vinson and Crystal Coast Engineering have been re-engaged to continue work on the project.

A redesign of the dock (below) was necessary to remove the kayak launch which once existed when Pogies was located on site. Removal of the kayak launch offered space for one additional boat slip. John Freshwater and Kathy Vinson are preparing the final notes on the plan, which will be submitted to CAMA for permit modification. Once the permit modification is in hand, we can send out an RFP on construction.



Kathy Vinson continues to work with CAMA on our permit modification. NCDOT met on site this week to review and provide comments on the project as requested by CAMA.

As reported in the weekly brief June 24th, NCDOT met on site June 23 to review the project for comment and the reported deterioration to the bulkhead at the bridge identified by John Freshwater while conducting site/surveying work on our project. Instead of granting a waiver for our project they have asked to piggyback on our CAMA Permit for the work they will need to do to repair the bulkhead. In addition, that portion of bulkhead connecting

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to our walkway will have to be removed and replaced. The Town will be responsible to replace its portion that connects. We will attempt to coordinate this with NCDOT so it's all done at one time. We are still working with NCDOT on the required encroachment agreement and Kathy Vinson has contacted CAMA who is agreeable to allow NCDOT piggybacking on our permit and submittal of the CAMA application with an email from NCDOT with assurances that they are working on the encroachment agreement. Due to the delays with this project, we have been advised to go ahead and ask for a grant extension now because the review time is so backed up.

Permit modification has been submitted to CAMA. A request for a grant extension has also been submitted.

We received an acknowledgement letter from CAMA on Tuesday 9/20 for our permit modification request dated August 16, 2022. We have posted the property as required. CAMA indicated that the projected deadline for a decision is October 20, 2022, but an additional 75-day review is permitted by law. As a reminder, we have also sent a request for a grant extension.

The grant extension (Amendment 1) was received October 12, 2022. The Permit Modification was received on November 30, 2022. The NCDOT Encroachment Agreement was received January 9, 2023. Arendell Engineer, John Wade has been engaged to begin preparing the construction drawings.

The Historic Preservation Commission heard and approved the COA for this project on February 21st. Additionally, because we must do some minor dredging prior to construction of the dockwalk, I had to arrange a site visit to assure we did not have any oyster clusters that may need to be relocated. The Coastal Federation graciously made a site visit on Wednesday, February 8th and did not identify that needed to be relocated, so that box has been checked. In addition, I am waiting for a quote for dredging. As previously mentioned, Arendell Engineering is currently working on the construction drawings for bidding out the project.

Kathy Vinson and I have been working toward getting the dredge work done before the dredge moratorium goes into effect (April - September). We received two quotes - both exceeded the \$5000 amount I was given some time ago. Only one company can commit to equipment on site and work started by April 1 (Coastal Marine). A budget amendment may be required for FY 22/23 or if the project gets delayed, we will add the amount into the FY 23/24 budget.

Budget amendment approved 3/27/23. Dredge work was completed April 8. Kathy Vinson is working on the required stormwater permit; we hoped we would not have to do. The stormwater permit was submitted the second week of June.

On Friday, August 11th, 2023, property owner, Randy Swanson notified the Town that the ground was cracking at the shoreline/bulkhead. On Monday, August 14th we met with

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Crystal Coast Marine/Justin Cleve, who shared that he could drive pilings to secure the bulkhead as an immediate solution. The proposal was sent to CAMA for consideration. On Tuesday, August 15th I received approval from CAMA for maintenance/repair to drive the pilings, which were then driven on Wednesday, August 16th. The land side of the bulkhead continues to deteriorate due to the tide washing in/out around the bulkhead. Required bulkhead replacement costs \$101,450 – BOC approved October 5, 2023. A modification of current CAMA Permit 112-05 was required and received through fast-track review on September 15, 2023, along with approval from the US Army Corp of Engineers. The Stormwater Permit for the Boardwalk and the Bulkhead Replacement were received on September 13, 2023. Crystal Coast Marine finished the Bulkhead repair project the week of February 12, 2024

Subsurface Exploration and Geotechnical Engineering is scheduled to be done on Monday, October 23rd to evaluate the soil conditions for the proposed development. Project Engineer John Wood, Arendell Engineers, continues to develop final plans not only for the new bulkhead but the boardwalk as well. Final construction plans and accompanying bid documents are expected to be completed early March 2024. Once plans and bid documents are received from Wood, the Town will seek bids from contractors to perform the project. According to project coordinator Kathy Vinson, there should be ample time to get the project completed before the latest time extension expires in October 2024.

The Swansboro Tourism Development Authority awarded the Town \$12,500 towards the bulkhead replacement costs on October 5th. A request has also been sent to Onslow County seeking tourism assistance for the bulkhead replacement as well.

An RFP was posted and advertised for construction of a fixed timber platform, floating dock, and few floating slips at the existing water access. Sealed bids were opened on August 6, 2024, six contractors submitted bids the lowest bid was \$233,200, significantly over grant funds available.

The Town Manager was authorized to work with the project Engineer and the lowest bidder, Carteret Marine, in an effort to modify the design in a manner that brings the project within budget and return to the board as soon as possible.

A final extension was granted in July 2024 through April 1, 2025.

August 20, 2024, Town Manager, Staff, and Kathy Vinson, met with Arendell Engineers and Carteret Marine, which included an on-site inspection of the Dock Walk site to discuss necessary adjustments to the project plans. Arendell Engineers will be revising and resubmitting the drawings, aiming to optimize costs to Carteret Marine, who will provide an updated cost estimate based on the new plans.

On September 9, John Wade, Project Engineer, submitted a list of design changes resulting in a reduction of \$22,000.

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Revised Carteret Marine Proposal	\$211,200
Engineering and Construction Management Fees	<u>\$15,000</u>
Total	<u>\$226,200</u>
Less Total Grant Award	<u>\$158,300</u>
Additional Funds Requested	<u>\$67,900</u>

Project revision

- Removal of four (4) tie piles from project scope.
- Removal of Class B stone beneath armor stone from project scope.
- Shift the platform that previously straddled the current bulkhead to directly waterward of the bulkhead.
 - Reduce the width of the walkway to 10'.
 - Use #2 southern yellow pine lumber beneath the deck.
 - Remove the handrail from the landward side of the platform.
 - Walkway will be flush to existing bulkhead cap.
- Still working on how to address the ADA issue with the current bulkhead cap.
- Shorten the gangway from 30' to 20'.

September 10, 2024, the Board of Commissioners meeting requested to seek funding assistance from TDA.

A TDA meeting is scheduled for October 1, 2024

On October 1, 2024, The TDA approved \$15,950 for the Dockwalk project,
On October 14, 2024, the Contract awarding the Project to Carteret Marine in the amount of \$215, 300 was signed. The expected construction starts on 10 /28/2024.

The permit to install floating dock and dock walk system was processed and issued on November 5, 2024, to Carteret Marine Services LLC

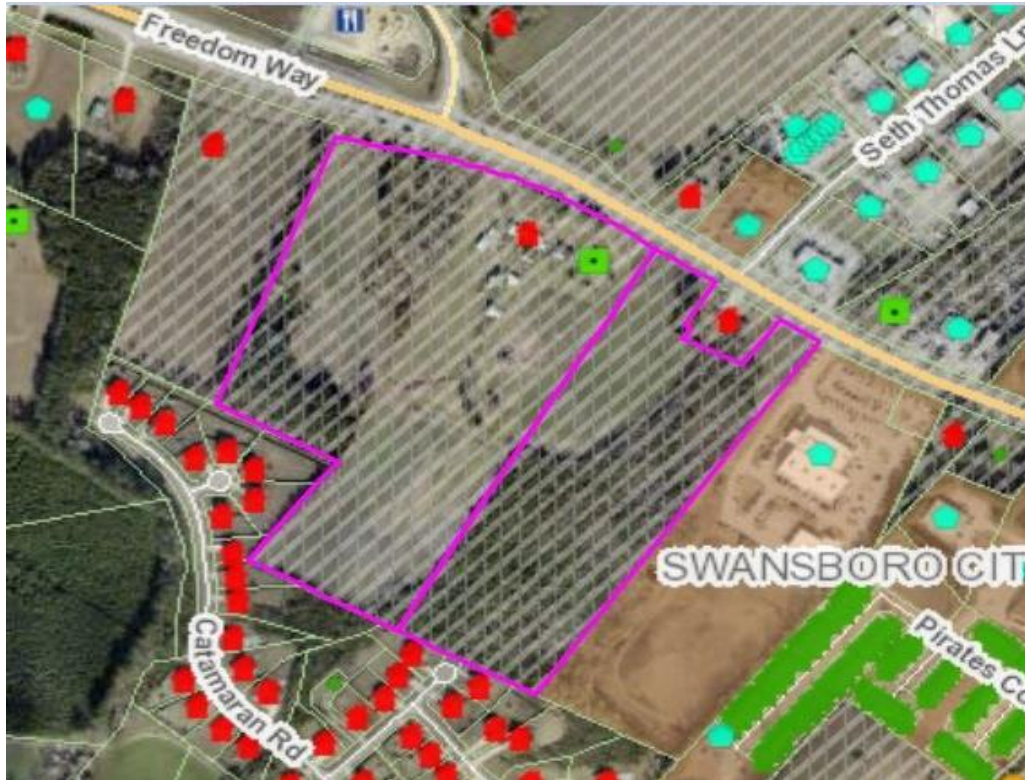
April 9, 2025, final walk through of project site was performed by the project Engineer, Contractor, Town representatives, and CAMA representative. The Project was deemed to be built according to approved design. NCDOT had previously approved the installation of the rip rap along bulkhead abutting Hwy 24.

Project was completed and issued Certificate of Compliance on April 23, 2025.

Future Planning Matters

Flybridge Project (1481 W Corbett Ave)

At 1481 W. Corbett Ave, the proposed mixed-use development will consist of 324 multi-family units and six commercial outparcels on approximately 39 acres of land. This parcel of land is in Swansboro's extra territorial jurisdiction and does fall under Swansboro's planning jurisdiction.

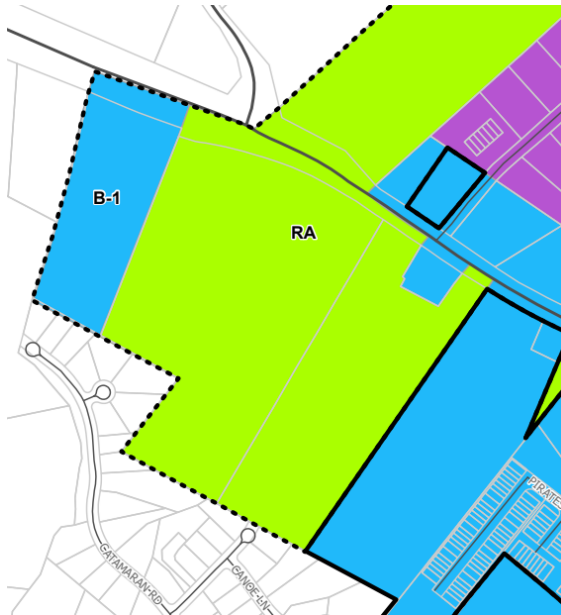


To start, developers for Flybridge have applied for a conditional rezoning and a future land use map amendment (please see application attached). Currently, the parcel is zoned RA (rural agricultural) and is also labeled as RA (rural/agricultural) on Swansboro's Future Land Use Map making it inconsistent for this type of development. In order to meet zoning and planning requirements, they are requesting to be rezoned to Conditional B-1 (business) and have the Future Land Use Map be amended to Suburban Town Center (highway commercial). Conditional rezonings differ from your standard rezoning process in that it allows for the Town to set conditions in order to meet desired development and typically is used to preserve environmentally sensitive areas such as wetlands. In return, the developers are granted some flexibility in zoning requirements such as lot sizes, setbacks, and building heights.

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Town Zoning Map and Legend



Town Limits	ZONING	CON	O-I	R-6
Extraterritorial Jurisdiction	B-1	G/E	PUD	R-6SF
Swansboro Historic District	B-2	M-1	R-10SF	R-8SF
Parcels	B-2HDO	MHS	R-20SF	RA
	B-3	MHS-15SF	R-40SF	

Swansboro Future Land Use Map and Legend



Legend

Urban_Waterfront
Road Centerlines
Town Limits
Extraterritorial Jurisdiction (ETJ)
Future Land Use Designations
Traditional Town Center (TTC)
Suburban Town Center (STC)
Coastal Traditional Neighborhood (CTN)
Low Density / Suburban Neighborhood (LDSN)
Rural / Agricultural (RA)
Employment / Light Industrial (ELI)
Conservation Priority Area (CPA)
Gateway Corridor (GC)

Steps needed for approval:

1. Two community meetings held by developers to inform citizens on proposed development (this is a requirement of conditional rezoning and mailed notice was sent out to all who live in a mile radius of the site). This is not a Town sponsored meeting, and no decisions are made at this meeting.

After community meetings are completed:

2. Future Land Use Map amendment to Suburban Town Center and;
3. Conditional rezoning to B-1

Items 2 and 3 will be heard first at the Planning Board, most likely the beginning of January, and then at the Board of Commissioners late January/early February depending on if the

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Planning Board decides to table discussion/recommendation for any reason. With approval of both step 2 and 3 from the Board of Commissioners, they will then move to step 4.

4. Technical Review Committee which is a staff level review of Site Plan.
Once TRC review is complete and Site Plan is approved;
5. Special Use Permit will need to be granted. Multi-family development, apartments in this case, is only a permitted use with a Special Use Permit in B-1.

The Special Use Permit application will first go to the Planning Board for review and recommendation and then go to the Board of Commissioners for approval or denial.

- This project is not a use by right. It needs a rezoning, CAMA Land Use Amendment, and Special Use Permit to proceed.
- Went through preliminary Technical Review Committee for Site Plan review.
- Developers held community meetings per conditional rezoning guidelines.
- Flybridge went before the Planning Board for a recommendation regarding conditional rezoning and CAMA Land Use Plan Amendment (the Special Use Permit will be heard at a later date) and the Planning Board did not recommend approval.
- The next step is for the application to be heard by the Board of Commissioners for approval or denial of conditional rezoning and CAMA Land Use Plan Amendment in February.

The application for a CAMA Land Use Plan Amendment was denied and the applicants decided to withdraw the application for the Conditional Rezoning at the February 25, 2025, Board of Commissioners meeting.

Bamboo Restaurant and shops

168 W Corbett Ave

- This project is a use by right in B-1 zoning district.
- Site Plan for project was approved on 12/6/24.
- Site Work (grading, tree clearing, etc.) has begun.
- The next step is the Building Plan review in order to obtain permits to begin construction, these have not yet been submitted.
- In March of 2025, Bamboo submitted for review of a revision to the previously approved Site Plan for a change to the parking lot layout, this has not yet been approved.
- Revised site plan was approved.

Town of Swansboro, NC Manager's Report

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Wawa Convenience Store and Gas Station

1071 & 1073 W Corbett Ave

- This project is a use by right in B-1 zoning district.
- Site Plan for project was approved on 1/15/25.
- Building Plans are currently under review.
- The next step is to obtain Building Plan approval, pull Building Permits, and begin construction at old ABC store and car wash site.

Brezza Lofts (Town Homes and Lot 8 of Ward Farm Town Center)

- This project is not a use by right in B-1 zoning district, it required UDO text amendments and a Special Use Permit, which have all been approved by the Board of Commissioners in October of 2024.
- The beginning of project construction is currently on hold due to Ward Farm stormwater permit issues.

Swansboro Family Dental

1129 Hammocks Beach Road

- This project is a use by right in B-1 zoning district.
- A Site Plan was submitted for internal review in April of 2025, TRC review, and comments are to follow.

Havens At Hammocks Beach (Minor Subdivision)

- This minor subdivision is 7 lots and considered a use by right in R-20SF zoning district.
- The minor subdivision plat was submitted for internal review in February of 2025. TRC review and comments are to follow.

School Street Phase one (Multi-Use Store Front)

1121 W Corbett Ave

- This project is a use by right in the B-1 zoning district
- A Site Plan was submitted for internal review in June of 2025. TRC review and comments are to follow.

Department Reports for June 2025

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Administrative Services

- Phone Records Report for June: 1,942 calls
 - Internal – 380 Town Hall – 343 Parks and Recreation – 383
 - Police Department – 418 Fire Department – 70 Outgoing totals – 348
- Building permits sold for June: 56 residential/commercial combined; \$26,251.23 total fees collected (includes 4 re-inspections)
- 89 Building inspections processed/ 27 Fire Inspections processed.
- 6 Code Enforcement Violations
- 112 Various receipts processed
- 326 ONWASA payments processed, 5 New Service Setups, 4 Other transactions.
- 3 Work Orders generated for Public Works
- 11 Notarization performed
- US Census Report Submitted - Permits
- Finalized May Departments Report
- Public Records request processed:
 - Construction Monitor – Building Permits issued with values May 2025
 - Constriction on the Rise – Building Permits issued with values May 2025
 - Henderson – Building Permits issued with values May 2025
 - Carolina Permits – New Homes building in May 2025
 - Concerned Citizen Records Request for several subjects (ongoing collection of records)
 - SmartProcure – PO/Vendor Information
 - Keith Walsh – 503 Shipyard Court permit record
- Issued New Releases/Constant Contact/Facebook posts for:
 - Swansboro High School Senion Parade
 - BOC 6/10/2025 Regular Meeting
 - Advisory Board Vacancy Announcement
 - BOC 6/24/2025 Regular Meeting
 - July 4th Closures
- Developed monthly and special meeting notices/hearings, agenda items, packets, and minutes/distributed for meetings. A staff representative(s) attended each meeting and prepared meeting minutes/follow-up
- Prepared Arts by the Sea Street Closure Notices for distribution downtown
- Prepared Resident notices for Water Street resurfacing
- Attended July 3rd Logistical meeting
- Attended Damage Assessment training with Onslow County for ARM 360 program
- Began preparations for Annual Powell Bill Reporting
- Preparations for Annual North Carolina Demographic Surveys for Boundary/Annexation and Residential Construction began.

Department Reports for June 2025

- Received and handled 8 “Contact Us” request from the Website
- Received and responded to 6 emails from Jimmy Williams for information
- Town website updates continue (including Homepage articles/minutes/agendas/calendar, special events, projects, plans, etc.)

June Combined - Website Home Page defaults: 1,769

Top 5 pages viewed in June – Employment 609 | Department – Police 220

Contacts 177 | Questions 170 | Department – Permitting 165

Finance

- Sales & Use Tax received in June 2025 is \$145,584
- Accounts Payable Summary for June 2025:
 - 299 Invoices-Totaling: \$220,065
 - 5 Purchase Orders Issued
- Processed payroll- 6/13/2025 & 6/27/2025
- PEV ChargePoint Station-Accumulated (MWh) for June 2025 (951)/Session fees collected-\$204.72.
- Stormwater Fees Collected-June 2025-\$600
- Attended staff meetings
- May 2025 Bank Reconciliation-Town accounts
- May 2025 Bank Reconciliation-Swansboro TDA
- HR-related items estimated at 8 hours
- Processed Swansboro TDA check
- Gathered financial information for 6/10/2025 & 6/24/2025 regular meeting.
- Preparing Year End Projections FY 24/25 updating operating budget spreadsheet.
- Updated financial information in the Budget Message for FY 25/26
- Updated the PowerPoint slides for the Public Hearing meeting scheduled for June 10th
- Updated adopted Budget Ordinance for FY 25/26
- Gathered information for Open Enrollment-FY 25/26
- Auditor, Greg Redman will be conducting an annual audit for FY 2024/2025 during the week of August 25-August 26, 2025.

Fire Department

Incidents

District/Response Type	Call Volume {Monthly}	Annual Total (To Date) 1/1-5/31
Swansboro Town {17A}	86	492
Swansboro County {17B}	22	147
Aid Given	19	98
Total Call Volume	127	745

Department Reports for June 2025

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Aid Received	3	20
Overlapping Incidents {% of Volume}	14 {7.62%}	157 {23.13%}
Missed Incidents (Overlapping)	0	3

Dispatched Incident Type	Swansboro – Town {Zone 17A}	Swansboro – County {Zone 17B}
Fire	1	1
EMS & Rescue	70	15
Hazardous Materials/Conditions	1	0
Service Calls	9	6
Wildland	0	0
Emergency Management {Deployments}	0	0
Other – False Alarm/Canceled	5	0
Total	86	22

Incident Response	90th Percentile Time {Monthly}	90th Percentile Time {Previous Month}	Difference from Previous	Benchmark	Gap {Monthly}
Call Handling Time {911 Call to Dispatch}	1:48	1:30	(0:18)	1:06	(0:42)
Turnout Time {Dispatch to Enroute}	2:39	1:59	(0:40)	1:20	(1:19)
Travel Time {Enroute to Arrival}	6:40	5:34	(1:06)	4:00	(2:40)
Total Response Time {911 Call to Arrival}	9:59	7:48	(2:11)	7:06	(2:53)

Community Risk Reduction - Inspections

Inspection Type	Monthly	Annual <i>January 1 to June 30</i>
Standard Fire Inspection	21	173
New Business Inspection	0	2
Fire Suppression – Hoods	9	67

Department Reports for June 2025

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Special Event – Tents	2	2
Plan Review	6	11
Code Violation/Complaint	0	2
Total	38	257

Agency Training

Training Category	Monthly	Annual (To Date) <i>January 1 – May 31</i>
Company Training	471	2296
Facilities	0	16
Fire Arson Investigator	0	0
Fire Prevention Inspector	0	31
Fire Life Safety Educator	0	17
Hazardous Materials	9	21
Officers	0	25
New Driver	0	22
New Recruit	0	21
Existing Driver	2	123
EMS	8	40
Emergency Management	2	2
Total	254	1725

Parks and Recreation **DIRECTOR'S REPORT**

Festivals

- Festival website updates-ongoing
- Held logistical meeting for ABTS and Independence Day Celebration
- Applications are still being accepted for the Mullet Festival and Christmas Flotilla. Mullet is close to being full.
- Submitted annual reports for Onslow County Tourism reimbursement.

Department Reports for June 2025

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- Swansboro Festivals was awarded the Tourism Assistance Grant in the amount of \$20,000 from Onslow County Tourism.
- Continue working with Front Row Communications for festival advertising. Festivals will now be included in Beach guide. Coordinating professional photo shoot
- Continue to work with the Tideland news on advertising.

Miscellaneous

- Finalizing 2024-25 fiscal year receipts, financials, and begin preparing documents for the new fiscal year.
- Met with Task Contracting to discuss what would need to be done to skatepark if it was converted into pickleball courts. Vendor is sending estimate of concrete work.
- Working with youth organizations interested in using athletic fields throughout the year. Gathering information to create contract.
- Completed Marketing and Communication for Parks and Recreation Certificate offered by NCRPA.
- Coordinated annual contract with Onslow County Senior Services.
- Revising job descriptions for park and recreation staff positions.
- Completed annual staff performance reviews.
- Serving on America's 250 planning committee for Onslow County.
- Manage on-going reservations.
- Attend bi-weekly departmental managers' meeting.
- Continue to manage staff timesheets, hours tracking, and schedules.
- Continue to manage and monitor budget and funds.
- Continue to manage on-going weekly and monthly reservations.
- Continue to manage parks, repairs, and work with the Public Works Department for maintenance.
- Manage community service work program.
- Recreation Center-answer phone calls, assist in managing Pickleball League, process dock, room, and park reservations, process memberships, and oversee day-to-day operations of the Recreation Center.
- Serve on the Onslow County Senior Games Committee, meetings held once a month.
- Attend weekly Zoom meetings with NCRPA (North Carolina Recreation and Park Association) Director's call.
- Serve on the Jacksonville Onslow Sports Commission board as a liaison. Attend quarterly meetings, update the board on the department's programs, events, and festivals.
- Attend quarterly meetings for the Onslow County Tourism Board
- Attend Board of Commissioner meetings.
- Conduct Parks Advisory Board meetings.

Department Reports for June 2025

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Activity Report

Time Period:

Last 30 Days

Organization Activity

From 6/7/2025 to 7/7/2025

	Registrations	Reservations	Memberships	Check-Ins	Profiles Created	POS
All	311	63	2	0	276	
Resident	41	11	2	0	26	
Non-Resident	270	51	0	0	250	
No Residency Set	0	0	0	0	0	
Demographics						
< 18	93	6	0	0	78	
18 - 65	169	50	1	0	176	
65+	49	6	1	0	22	
Male	116	42	2	0	118	
Female	195	20	0	0	158	
Other Genders	0	0	0	0	0	
Online vs In-House						
Online	162	0	0	N/A	188	
In-Person	149	62	2	N/A	88	

Metrics-social media

Media Outlet	Followers	Reach	Page Visits	Page Views	New Followers
Facebook-Parks & Rec	18,937	66,144	7,216	284,000	155
Facebook-Festivals	9,214	7,908	1,144	30,460	33

Revenue

Slip Fee - Town Dock	\$5,399
Rental Fees-Parks	\$625
Rentals Rooms	\$1,905
Rec Program Fees	\$2,507.42
Gym Memberships	\$75
Dog Park Memberships	\$0
Festival Vendor Fees	\$7,20

Program/Event Manager Monthly Report

- Processed Payments/Refunds for programs and special events
- Emailed monthly distribution list the upcoming programs/events for the department
- Compiled daily deposits
- Advertised/promoted all programs/special events on social media platforms: Facebook, Instagram
- Created all programs/events in RecDesk for registration

Department Reports for June 2025

- Completed instructor payouts for recently finished programs
- Completed monthly reservation receipts
- Ordered supplies for upcoming programs and events
- Planned and managed Tiny Trekkers and Sprout Scouts
- Handled staff scheduling for Rec Center, events, and reservations
- Continued planning Safety Town with Chief Randal
- Attended Arts by the Sea logistical meeting
- Secured sponsor for BarkFest
- Confirmed location and organizations for Safety Town
- Created and posted Parks & Recreation Month flyers
- Completed Parks & Recreation logo
- Wrote and sent Letters of Appreciation for Arts by the Sea volunteers
- Met with potential partner for athletics
- Attended Independence Day logistical meeting
- Assisted with employee evaluations
- Attended and spoke at Board of Commissioners meeting for Parks & Recreation Proclamation
- Continued planning Parks and Recreation Month
- Executed Arts by the Sea Festival
- Assisted Fire Department with creating Strategic Planning survey
- Organized staff appreciation tie dye party for Independence Day Celebration
- Created and scheduled all social media posts for Independence Day Celebration

Planned Programs

Tiny Trekkers – June 27th

- 12 registered and 9 attended
- 2 waitlisted

Sprout Scouts- June 20th (2 sessions)

- 20 registered and 16 attended
- 4 waitlisted

POUND! – May 10th – June 7th

- 6 drop-ins
- 1 series

POUND! – June 21st- July 19th

- 7 drop-ins
- 1 series

Summer Shovel & Bloom – June 3rd

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- 15 registered and 12 attended

Tai Chi – May 8th – June 12th

- 11 registered

Arts by the Sea

- Estimated 5,000 in attendance
- 96 vendors

Arts by the Sea Wine & Food Tasting

- 54 registered

Summer Art in the Afternoon – June 9th – June 13th

- 5 registered and 5 attended

Theatre Trip, Hairspray – June 29th

- 9 registered and 9 attended

Planning

Planning Board

- The Planning Board regular meeting on June 3, 2025, was cancelled due to lack of agenda items.

Swansboro Historic Preservation Commission

- The Swansboro Historic Preservation Commission regular meeting was on June 17, 2025.
 - Appointment of Representative to the Planning Board. Due to the resignation of a regular commission member that also served as the Planning Board representative, appointment of a representative to the planning board is needed. Chirstina Ramsey was appointed to serve as the Planning Board representative.
 - Minor Work/Staff Approval Application Report April-June

Routine Activities:

- Discussed code requirements with new commercial developments.
- Attended monthly transportation meeting with JUMPO.
- Continue working with development and zoning inquiries.
- Continue resolving code enforcement issues.
- Continue assisting the Projects Coordinator with ongoing grant projects.
- Continued work with ongoing Stormwater Master Plan grant and Emmerton School rehabilitation grant.
- Attended Damage Assessment Training
- Attended the South Eastern NC Regional Hazard Mitigation Plan Update meeting

Police Department

Calls for Service:

- 653 Calls for Service
- 161 Reportable Events
- 22 Wrecks
- 1 Felony Arrest
- 14 Misdemeanor Arrests
- 2 Arrests by Warrant Service
- 5 DWI Arrests
- 8 Arrests with Transport to the Onslow County Detention Center
- 120 Citations
- 86 Verbal/Written Warnings
- 4 Felonies Investigated (2-Fraud; 1-Larceny; 1-Narcotics Related)
- 28 Misdemeanors Reported (10-Property Damage; 3-Larcenies; 3-Child Abuse; 2-Assaults; 2-Narcotics Related; 1-Harassment; 1-Trespassing; 1: Aid/Abet DWI; 1-Animal Cruelty; 1-Illegal Dumping; 3-Traffic Related)
- 7 Disputes/Public Disturbances
- 12 Alarm/Open Door
- 4 Domestic
- 6 Crisis Intervention with Mental Patient
- 13 Suspicious Incidents/Persons/Vehicles
- 2 Town Ordinance Violations
- 82 Requests for non-Crime Related Assistance

4,448 Total Events Performed by Patrol

Community Service/Training:

- 3 Funeral Escorts
- 6 Requests for fingerprinting.
- 7 Business Closing Standbys.
- 378 Business Checks.
- 22 Foot Patrols.
- 2 RU Ok? Participants.
- Completed its summer Cadet Camp for LEO Cadets.
- Provided an escort for the Swansboro High School Senior Parade.
- Participated in Military Appreciation Day at Hammocks Beach State Park.
- Participated in YMCA Camp held at Queens Creek Elementary School.
- Provided security and logistics for Arts By the Sea Festival.
- Provided security for SwanFest Events on Sunday evenings.



Department Reports for June 2025

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- Det. Schott conducted a Fraud/Scam Awareness Seminar for seniors at the Swansboro Parks and Recreation facility.
- Officer Stutes completed Basic Narcotics Investigation Training. 40 hours training conducted at Craven Community College.
- Officer Mason completed Basic Radar Operator Training. 40 hours training conducted at Carteret Community College.

Admin Services:

- Answered 261 phone calls during business hours.
- Assisted 194 walk in requests for assistance during business hours.
- Took 90 requests for report copies during business hours.

Public Works

No report provided