



Town of North Topsail Beach

Board of Aldermen Regular Meeting Agenda

Wednesday, July 06, 2022, at 11:00 AM

Town Hall - 2008 Loggerhead Court, North Topsail Beach, NC 28460

(910) 328-1349 | www.ntbnc.org

*Mayor - Joann M. McDermon
Alderman - Richard Grant
Alderman - Connie Pletl
Town Manager - Alice Derian*

*Mayor Pro Tem - Mike Benson
Alderman - Don Harte
Alderman - Bob Swantek
Town Clerk - Melinda Mier*

- I. CALL TO ORDER (Mayor McDermon)**
- II. INVOCATION (Alderman Pletl)**
- III. PLEDGE OF ALLEGIANCE (Mayor McDermon)**
- IV. APPROVAL OF AGENDA**

Specific Action Requested: Mayor will request for a motion to adopt the agenda

V. CLOSED SESSION

Closed Session § 143-318(a) (3) Consult with Town 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.

VI. MANAGER'S REPORT

VII. OPEN FORUM

Citizens may address the Board for no more than three minutes per comment on any issue upon which the Board of Alderman has control.

VIII. PUBLIC PRESENTATIONS AND HEARINGS

- A.** Case R-22-01 Jackson (Planning Director Hill)
- B.** Proposed Amendment to the Unified Development Ordinance Table 4-1 and § 4.03.23 Docks, Piers And Floating Walkways (Planning Director Hill)
- C.** Proposed Amendment to the Unified Development Ordinance § 4.03.09 OUTDOOR SWIMMING POOLS, SPAS AND HOT TUBS (Planning Director Hill)
- D.** Proposed Amendment to the Unified Development Ordinance §4.03.11 (H)(1)(c) Storage boxes (Rogers Bay) (Planning Director Hill)

IX. CONSENT AGENDA

- A.** Approval of Minutes (Special Meeting May 23, 2022)

B. Department Head Reports

- i. Finance Department
- ii. Fire Department
- iii. Inspections Department
- iv. Planning Department
- v. Police Department

C. Committee Reports

- i. Planning Board and PPI Committee
- ii. Board of Adjustment
- iii. TISPC (<https://tispc.org/minutes/>)
- iv. ONWASA (<https://www.onwasa.com/agendacenter>)

D. MOTV Tax Refund

E. Budget Amendment 2021-22.15

F. Budget Amendment 2021-22.16

G. RFP 2022-003 Disaster Debris Monitoring and Inspection Services. A contract has been awarded to Tetra Tech for Disaster Debris Monitoring and Inspection Services as executed by the Town Attorney and Town Manager.

H. COVID-19 Infection-Exposure Protocol: The protocol has been updated to reflect changes in CDC protocol quarantine periods.

X. CONTINUING BUSINESS

A. BISAC Update (Mayor Pro Tem Benson)

B. Parks and Recreation Update (Alderman Pletl)

C. Sale of Old Folkstone Lots (Town Manager Derian)

XI. NEW BUSINESS

A. Jones-Onslow Electric Membership Corporation [JOEMC] Resolution (Town Manager Derian)

Specific Action Requested: Mayor may request for a motion to adopt the resolution.

B. Coastal Storm Damage Mitigation Fund Grant Application (Town Manager Derian)

Specific Action Requested: Mayor may request for a motion to move forward with the submission.

C. Ordinance No. 2022-0001 Prohibiting Unencapsulated Polystyrene Docks

Specific Action Requested: Mayor may request for a motion to adopt the ordinance.

XII. OPEN FORUM

Citizens may address the Board for no more than three minutes per comment on any issue upon which the Board of Alderman has control.

XIII. ATTORNEY'S REPORT

XIV. MAYOR'S REPORT

XV. ALDERMAN'S REPORT

XVI. ADJOURNMENT

STAFF REPORT CONTACT INFORMATION
Deborah J. Hill

DOCKET/CASE/APPLICATION NUMBER

APPLICANT/PROPERTY OWNER

CASE # R-22-01
PUBLIC HEARING DATE

Douglas A. Jackson and Lisa M. Jackson
PROPERTY ADDRESS/LOCATION

July 6, 2022 at 11:00 a.m.

3621 ISLAND DR

BRIEF SUMMARY OF REQUEST

Douglas A. Jackson and wife, Lisa M. Jackson request to rezone 3621 ISLAND DR from R-20 to Conditional District R-15.



Source: Onslow County GIS 2022 Aerials w/Zoning Layer
MAP SOURCE

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
R-20	Single Family	R-20/Single Family	None	38,295 Sq. Ft.

June 9, 2022 PLANNING BOARD 7-0 RECOMMENDATION

APPROVE

APPROVE WITH CONDITIONS

DENY

<p>COMPATIBILITY with the COMPREHENSIVE PLAN Request is consistent with the Comprehensive Plan (CAMA LUP), property is classified as Low Density Residential on Map 11A. Future Land Use.</p>	<p>PROPERTY HISTORY Compatibility with the planned development (or other controlling documents); traffic/parking; public works/utilities; engineering/flood plain/soil; building code/fire or design Adjacent to Rodney Knowles Town Park. ONWASA water, Pluris sewer available. Flood Zone: AE. Base Flood Elevation: 11 ft. No wetland delineation indicated on plat.</p>
--	---

COMPATIBILITY with the ZONING ORDINANCE
§3.02 ZONING DISTRICTS (B) Conditional Districts. Property may be placed in a conditional district only in response to a petition by all owners of the property to be included. Specific conditions may be proposed by the petitioner or the local government or its agencies, but only those conditions approved by the local government and consented to by the petitioner in writing may be incorporated into the zoning regulations...

ATTACHMENTS (CIRCLE)

PUBLIC NOTICE P. 2

LEGAL DESCRIPTION 14

PUBLIC COMMENTS P. 5

RESPONSE TO STANDARDS P. 3

OTHER (DESCRIBE)

APPLICATION P. 6

* § 160D-703 ATTACHED P. 4.

Town of North Topsail Beach

Joann M. McDermon, Mayor
Mike Benson, Mayor Pro Tem

Alice Derian, ICMA-CM
Town Manager

Aldermen:
Richard Grant
Don Harte
Connie Pletl
Robert Swantek

Melinda Mier
Town Clerk



Nature's Tranquil Beauty

PUBLIC NOTICE
TOWN OF NORTH TOPSAIL BEACH
BOARD OF ALDERMEN
WEDNESDAY, JULY 6, 2022, 11:00 A.M.

Pursuant to NCGS § 160D-4-6 (b) and the Town's Unified Development Ordinance (UDO) § 2.05.03, notice is hereby given that a regular meeting of the North Topsail Beach Board of Aldermen will be held at 2008 Loggerhead Court, North Topsail Beach NC on Wednesday, July 6, 2022, 11:00 a.m. Hearings will be conducted to receive input on:

1. Swimming Pools: a) Proposed text amendment to UDO § 4.03.09 Outdoor Swimming Pools, Spas and Hot Tubs; and b) Proposed policy statement to the CAMA Land Use Plan
2. Unencapsulated Polystyrene: a) Proposed text amendment to UDO Table 4-1 to include floating walkways and Use Specific Standard 4.03.23 to prohibit unencapsulated polystyrene; and b) Proposed policy statement to the CAMA Land Use Plan to prohibit unencapsulated polystyrene.
3. Proposed text amendment to UDO §4.03.11 (H)(1)(c): Storage sheds
4. CASE # R-22-01: application by Douglas A. Jackson and wife, Lisa M. Jackson to rezone 3621 ISLAND DR from R-20 to Conditional District R-15.
5. ~~CASE #SUP-19-04 (MOD): request by Gerald Dearborn to modify conditions of Special Use Permit for Tax Parcel 769-4.7.~~

All information pertaining to these public hearings may be viewed at the Town Hall by appointment only Monday through Friday between the hours of 8:00 am and 5:00 pm.

For more information, please contact:

Deb Hill, Planning Director
dhill@NORTHTOPSAILBEACHNC.GOV
910-328-1349

Posted June 17, 2022

2008 Loggerhead Court
North Topsail Beach NC 28460

ntbnc.org

phone (910) 328-1349

Response to Standards

- 1. The proposal will place all property similarly situated in the area in the same category, or in appropriate complementary categories.

The adjacent properties are all zoned R-20, and this request condition of single family only would ensure the appropriate uses for area remain the same. The Future Land Use Plan does illustrate this property as Low Density Residential and the requested zone of Conditional R-15 would be compatible.

DIRECTOR'S COMMENT: Surrounding property is zoned R-20; property to the north is Rodney Knowles Town Park.

- 2. There is convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest and not merely in the interest of an individual or small group.

The conditional rezone request for single family only protects the general public interest and the character of the community as the uses today within the community are single family only. The rezone to R-15 would allow for the lot width to be 60', therefore meeting or exceeding the widths of the existing lots within the community today. By utilizing the setbacks of the R-20 zone, this property will be the exact setbacks of the existing lots today and the integrity of the community will not be compromised. Therefore, this request would be in the general public interest and not merely the property owners.

DIRECTOR'S COMMENT: The proposed zoning would allow for the creation of 2 building lots; and would benefit the owners.

- 3. There is convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change. (When a new district designation is assigned, any use permitted in the district is allowable, so long as it meets district requirements, and not merely uses which applicants state they intend to make of the property involved.

The property today, as zoned, would only allow one single family residence. The request for Conditional R-15 (minimum 60' width, single family only utilizing R-20 setbacks) would allow two single family lots. This request would improve the owner's ability to develop the property, however, with the conditions requested, the community would be protected and therefore this request would be in the general public interest and not merely the property owners.

DIRECTOR'S COMMENT: only those conditions approved by the local government and consented to by the petitioner in writing may be incorporated into the zoning regulations.

- 4. There is convincing demonstration that the character of the neighborhood will not be materially and adversely affected by any use permitted in the proposed change.

The request to Conditional R-15 (minimum 60' wide lot, single family only utilizing R-20 setbacks) would be keeping with the character of the neighborhood and would not therefore materially and adversely affect the neighborhood. This rezone would allow a use of two single family lots having road frontage width meeting or exceeding the zoning requirement and meeting or exceeding most of the lots within the existing R-20 zone.

DIRECTOR'S COMMENT: Single family dwellings with R-20 setbacks with be consistent with surrounding residential development.

- 5. The proposed change is in accord with any land use plan and sound planning principles.

The Future Land Use Plan illustrates this area as Low Density Residential. This conditional rezone request would place this property in accord with the Future Land Use Plan and the singlefamily condition is considered a sound planning principle since all adjoining uses are single family.

DIRECTOR'S COMMENT: Only if petitioner agrees to conditions in writing.

§ 160D-703. Zoning districts.

(a) Types of Zoning Districts. – A local government may divide its territorial jurisdiction into zoning districts of any number, shape, and area deemed best suited to carry out the purposes of this Article. Within those districts, it may regulate and restrict the erection, construction, reconstruction, alteration, repair, or use of buildings, structures, or land. Zoning districts may include, but are not be limited to, the following:

- (1) Conventional districts, in which a variety of uses are allowed as permitted uses or uses by right and that may also include uses permitted only with a special use permit.
- (2) Conditional districts, in which site plans or individualized development conditions are imposed.
- (3) Form-based districts, or development form controls, that address the physical form, mass, and density of structures, public spaces, and streetscapes.
- (4) Overlay districts, in which different requirements are imposed on certain properties within one or more underlying conventional, conditional, or form-based districts.
- (5) Districts allowed by charter.

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

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

(d) Standards Applicable Regardless of District. – A zoning regulation or unified development ordinance may also include development standards that apply uniformly jurisdiction-wide rather than being applicable only in particular zoning districts. (2019-111, s. 2.4; 2020-3, s. 4.33(a); 2020-25, ss. 16, 50(b), 51(a), (b), (d).)

From: billodnc@aol.com
To: [Deb Hill](#)
Subject: Re: Rezoning
Date: Monday, June 13, 2022 9:50:25 AM

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

Thank you for the information.

I am, of course, opposed to this downgrade in zoning. They should look for an R-15 lot. Such rezoning would decrease our property values and our market price. There is a reason why we were R-20 from the beginning.

Bill O'Donnell
3612 Island Drive

-----Original Message-----

From: Deb Hill <dhill@ntbnc.org>
To: billodnc@aol.com <billodnc@aol.com>
Sent: Mon, Jun 13, 2022 9:40 am
Subject: RE: Rezoning

[Douglas A. Jackson and wife, Lisa M. Jackson request to rezone 3621 ISLAND DR from R-20 to Conditional District R-15, so that they can subdivide the lot and build a single family house on each lot.](#)



Deborah J. Hill MPA AICP CFM CZO
Planning Director

Town of North Topsail Beach

2008 Loggerhead Court

North Topsail Beach, NC 28460

910-328-1349

CHARLES F. RIGGS & ASSOCIATES, INC.

Land Surveyors

Charles F. Riggs, P.L.S. L-2981
502 New Bridge Street
Jacksonville, North Carolina 28540
(910) 455-0877
charlesriggs@riggslandnc.com

Corporate License (C-730)
502 New Bridge Street
P.O. Box 1570
Jacksonville, North Carolina 28541
(910) 455-0877

James A. Lewis, P.L.S. L-4562
Landfall Executive Suites
1213 Culbreth Drive
Wilmington, North Carolina 28405
(910) 681-7444
jameslewis@riggslandnc.com

May 3, 2022


Ms. Deborah Hill
Planning Director
Town of North Topsail Beach
1000 N. C. Highway 210
Sneads Ferry, NC 28460

Re: Douglas A. Jackson and wife,
Lisa M. Jackson
3621 Island Drive
Lot 1, "R. D. Everett and wife, Delphia Ann Everett Heirs," D. B. 548, P. 349
Stump Sound Township, Onslow County, North Carolina

Dear Ms. Hill:

Please find enclosed the following: the rezone application (the questions and answers not included but to follow), a tax map of the property, the property deed, the client's authorization, and one print of the Map for submittal of the above referenced project for the next North Topsail Beach Planning Board meeting.

Respectfully,


James L. Riggs



Town of North Topsail Beach

ZONING MAP AMENDMENT

Tracking Information (Staff Only)

Case Number: R-	Date/Time rec'd:	Rec'd by:
------------------------	------------------	-----------

About this Application

ONLY COMPLETE APPLICATIONS CAN BE ACCEPTED

Rezoning requests are heard by the Planning Board, then the Board of Aldermen, as a legislative public hearing.

Submittal: Planning Director will inform applicant of dates for Planning Board and Board of Aldermen public hearing upon receipt of a complete application. Applications should be submitted in-person, and fees are due at time of submittal.

Attendance at the hearing is required. Applicants may represent themselves or may be represented by someone appropriate for legislative public hearings. The applicant has the **burden of proof** and must provide sufficient evidence in order for the required findings to be made. The public hearing will allow the applicant, proponents, opponents and anyone else the opportunity to speak and ask questions in regards to the request. An application may be approved, approved with conditions, continued for more information, or denied.

Contact Information: If you have any questions, please contact the Planning Department at (910) 328-1349 ext 27 between 8:00 a.m. and 5:00 p.m. on weekdays.

Required Application Attachments

Applicant Initial

Staff Initial

Required Application Attachments	Applicant Initial	Staff Initial
Fee (Check No. _____ /Receipt No. _____)		
Completed application and responses: ORIGINAL signatures required		
PLOT PLAN (full size) 10 copies for Planning Board; 10 copies for Board of Aldermen		

Site Address: 3621 Island Drive	PIN(s): 005906
Zoning District(s): R-20	Overlay District(s):
	Tax Map #: 814-13
Requested Zoning District: Conditional R-15 (Min. 60' Width, Single Family Only with R-20 Setbacks)	

Property Owner

Name(s) (Print): Douglas A. and Lisa M. Jackson	Telephone: 330-507-7272
Contact Person: Lisa M. Jackson	Email: buyitfromus7506@yahoo.com

Owner Signature	Date
-----------------	------

Applicant

Name(s): Douglas A. Jackson and wife, Lisa M. Jackson	
Contact Person: Lisa M. Jackson	Telephone: 330-507-7272
Address: 7506 9th Avenue	Fax: N/A
City/State/ZIP: North Topsail Beach, NC 28460	Email: buyitfromus7506@yahoo.com

I certify that all of the information presented by me in this application is accurate to the best of my knowledge, information, and belief.



 Applicant Signature

05/03/22

 Date

Agent (if different than applicant)

Name: Charles F. Riggs & Associates, Inc.	
Contact Person: Charles F. Riggs	Telephone: 910-455-0877
Address: P. O. Box 1570	Fax: N/A
City/State/ZIP: Jacksonville, NC 28541	Email: riggsland@riggslandnc.com

STATEMENT OF JUSTIFICATION (Responses to UDO § 3.07 general findings)

Finding #1: The proposal will place all property similarly situated in the area in the same category, or in appropriate complementary categories.

Statement by Applicant:

Finding #2: There is convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest and not merely in the interest of an individual or small group.

Statement by Applicant:

Finding #3: There is convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change. (When a new district designation is assigned, any use permitted in the district is allowable, so long as it meets district requirements, and not merely uses which applicants state they intend to make of the property involved.)

Statement by Applicant:

Finding #4: There is convincing demonstration that the character of the neighborhood will not be materially and adversely affected by any use permitted in the proposed change.

Statement by Applicant:

Finding #5: The proposed change is in accord with any land use plan and sound planning principles.

Statement by Applicant:

CHARLES F. RIGGS & ASSOCIATES, INC.

Land Surveyors

Charles F. Riggs, P.L.S. L-2981
502 New Bridge Street
Jacksonville, North Carolina 28540
(910) 455-0877
charlesriggs@riggslandnc.com

Corporate License (C-730)
502 New Bridge Street
P.O. Box 1570
Jacksonville, North Carolina 28541
(910) 455-0877

James A. Lewis, P.L.S. L-4562
Landfall Executive Suites
1213 Culbreth Drive
Wilmington, North Carolina 28405
(910) 681-7444
jameslewis@riggslandnc.com

May 3, 2022

- 1. The proposal will place all property similarly situated in the area in the same category, or in appropriate complementary categories.

The adjacent properties are all zoned R-20, and this request condition of single family only would ensure the appropriate uses for area remain the same. The Future Land Use Plan does illustrate this property as Low Density Residential and the requested zone of Conditional R-15 would be compatible.

- 2. There is convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest and not merely in the interest of an individual or small group.

The conditional rezone request for single family only protects the general public interest and the character of the community as the uses today within the community are single family only. The rezone to R-15 would allow for the lot width to be 60', therefore meeting or exceeding the widths of the existing lots within the community today. By utilizing the setbacks of the R-20 zone, this property will be the exact setbacks of the existing lots today and the integrity of the community will not be compromised. Therefore, this request would be in the general public interest and not merely the property owners.

- 3. There is convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change. (When a new district designation is assigned, any use permitted in the district is allowable, so long as it meets district requirements, and not merely uses which applicants state they intend to make of the property involved.

The property today, as zoned, would only allow one single family residence. The request for Conditional R-15(minimum 60' width, single family only utilizing R-20 setbacks) would allow two single family lots. This request would improve the owner's ability to develop the property, however, with the conditions requested, the community would be protected and therefore this request would be in the general public interest and not merely the property owners.

- 4. There is convincing demonstration that the character of the neighborhood will not be materially and adversely affected by any use permitted in the proposed change.

The request to Conditional R-15 (minimum 60' wide lot, single family only utilizing R-20 setbacks) would be keeping with the character of the neighborhood and would not therefore materially and adversely affect the neighborhood. This rezone would allow a use of two single family lots having road frontage width meeting or exceeding the zoning requirement and meeting or exceeding most of the lots within the existing R-20 zone.

- 5. The proposed change is in accord with any land use plan and sound planning principles.

The Future Land Use Plan illustrates this area as Low Density Residential. This conditional rezone request would place this property in accord with the Future Land Use Plan and the single-family condition is considered a sound planning principle since all adjoining uses are single family.



Parcel ID 005906 **Map Number** 814-13

Owner Name JACKSON DOUGLAS A & LISA M **Owner Mailing Address** 454 C N ANDERSON BLVD
TOPSAIL BEACH NC 28445-6840



General Information

Acres	2.63	Property Description	L1 RD EVERETT HEIRS
Physical Address	3621 ISLAND DR	Subdivision	MAJOR + LUELA DAVIS
Neighborhood Code	3025	City Limit	NORTH TOPSAIL BEACH
Plat Book & Page	32-130	NC PIN	426610373160
Township	STUMP SOUND	Improvement Code	V
Building Value	\$0.00	Land Value	\$165,190.00
Assessed Value	\$165,190.00	Total Taxed Value	\$165,190.00
Heated Square Feet		Year Built	
Number of Bedrooms			

Last Sale

Date	Price	Book	Page
20-AUG-18	\$170,000.00	4830	85



Onslow County
Geographical Information
Services-GIS
234 NW Corridor Blvd.
Jacksonville, NC 28540

WARNING: THIS IS NOT A SURVEY.
This map is prepared for the inventory of real property found within this jurisdiction, and is compiled from recorded deeds, plats, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map. The County and mapping company assume no legal responsibility for the information contained on this map.

Type: CONSOLIDATED REAL PROPERTY
Recorded: 8/20/2018 2:34:27 PM
Fee Amt: \$366.00 Page 1 of 4
Revenue Tax: \$340.00
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds

BK 4830 PG 85 - 88

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: 340.00

Parcel Identifier No. 005906 Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: Kenneth Ording, P.C., 14210 NC Highway 50, Surf City, NC 28445

This instrument was prepared by: Kenneth Ording, P.C., 14210 NC Highway 50, Surf City, NC 28445

Brief description for the Index: LOT 1,

THIS DEED made this 20th day of August, 2018, by and between

GRANTOR
Joan D. Foster Supplemental Needs Trust dated July 14, 2015
728 Tar Landing Road
Holly Ridge, NC 28445

GRANTEE
Douglas A. Jackson and wife, Lisa M. Jackson
7506 9th Ave
North Topsail Beach, NC 28460

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in the City of North Topsail Beach, Stump Sound Township, Onslow County, North Carolina and more particularly described as follows:

See attached Exhibit "A"

The property hereinabove described was acquired by Grantor by instrument recorded in Book 4394 page 300.

All or a portion of the property herein conveyed includes or X does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book 548 page 349.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Joan D. Foster Supplemental Needs Trust dated July 14, 2015 (SEAL)

By: Joan D Foster (Entity Name) Print/Type Name: (SEAL)

Print/Type Name & Title: Joan D. Foster, Trustee Print/Type Name: (SEAL)

By: Print/Type Name: (SEAL)

Print/Type Name & Title: Print/Type Name: (SEAL)

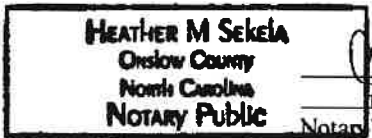
By: Print/Type Name: (SEAL)

Print/Type Name & Title: Print/Type Name: (SEAL)

State of North Carolina - County or City of Onslow

I, the undersigned Notary Public of the County or City of Onslow and State aforesaid, certify that Joan D. Foster, as trustee personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 18th day of August, 2018.

My Commission Expires: 26 May 2021 (Affix Seal)



Heather M Sekela Notary Public's Printed or Typed Name

State of - County or City of

I, the undersigned Notary Public of the County or City of and State aforesaid, certify that personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this day of , 20 .

My Commission Expires: (Affix Seal)

Notary Public's Printed or Typed Name

State of North Carolina - County or City of

I, the undersigned Notary Public of the County or City of and State aforesaid, certify that Joan D. Foster she is the Trustee of Joan D. Foster Supplemental Needs Trust, a North Carolina or corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this day of , 20 .

My Commission Expires: (Affix Seal)

Notary Public's Printed or Typed Name

Exhibit "A"

BEGINNING at an iron pipe in the edge of Heath's Creek, said pipe being the northeast corner of Lot No. 4 as shown on a Map entitled, "L.W. EVERETT BEACH PROPERTY", as recorded in Map Book 8, Page 3 in the Onslow County Registry, said pipe being designated as corner No. 4 as shown on a Map recorded in Deed Book 548, Page 350 of the Onslow County Registry, entitled "Map of R. D. Everett and wife, Delphia Ann Everett Heirs", to which Map reference is hereby had and the date thereon contained herein included as though fully herein set out; running thence from said iron pipe beginning corner, so located, with the edge of Heath's Creek North 59 degrees 52 minutes 59 seconds East 157.01 feet to an iron pipe, a new corner, designated as corner No. 5; thence South 27 degrees 50 minutes 28 seconds East crossing North Carolina Highway No. 210, 1169.95 feet to an iron pipe in line, designated as corner No. 9A; thence the same line continued South 27 degrees 50 minutes 28 seconds East about 150 feet to the Atlantic Ocean, designated as corner No. 9; thence with the Atlantic Ocean in a westerly direction approximately 120 feet to a point, designated as corner No. 3 and also being the southeast corner of Lot No. 4 as shown on a Map entitled "L. W. EVERETT BEACH PROPERTY", as recorded in Map Book 8, Page 3 in the Onslow County Registry, thence with the line of Lot No. 4 North 29 degrees 33 minutes 00 seconds West approximately 150 feet to an iron pipe in line, designated as corner No. 3A; thence the same line continued North 29 degrees 33 minutes 00 seconds West crossing North Carolina Highway No. 210, 1149.53 feet to the BEGINNING and being all of Lot No. 1 as shown on a Map recorded in Deed Book 548, Page 350 of the Onslow County Registry which Map is made a part of this description and was surveyed during February 1979, by Salmon Matthis and Associates, P.A., Registered Land Surveyors, L-1071. EXCEPTING Lots 1A and 1B as shown on a map entitled, "Boundary Survey for Major T. Davis and wife, Luela E. Davis", dated May 19, 1995 and prepared by Dominick S. Butch, RLS #L-2713 and recorded on Map Book 32, Page 130, Slide I-118, Onslow County Registry, reference to said Map being made for a more particular description.

This parcel of land is also benefitted by a 2.5 feet walkway easement exclusively for use by the owners of Lots 1, 2, and 3 between N. C. Highway 210 and Heath's Creek, as shown on a map entitled, "R. D. Everett & Wife Delphia Ann Everett Heirs" dated February 2, 1979 and recorded in Deed Book 548, Page 349 and 350 of the Onslow County Registry.

DEPARTMENT OF TAX ADMINISTRATION



Tax Certification Form

(Check One Box)

This certifies that there are no delinquent ad valorem taxes, or other taxes which the Onslow County Tax Collector is charged with collecting, that are a lien on:

Parcel Identification Number:

005906-GRANTEE: DOUGLAS A JACKSON & LISA M JACKSON

This is not a certification that this Onslow County Parcel Identification Number matches the deed description.

No certification required, as attorney statement that any delinquent taxes will be paid from closing proceeds is included on first page of deed.

Balance due on account. It must be paid to Onslow County Tax Collector within 5 days of closing.

VALERIA B COX
Digitally signed by VALERIA B COX
DN: cn=VALERIA B COX, o=ONLOW COUNTY TAX
ADMINISTRATION, ou,
email=valeria_cox@onslowcounty.nc.gov, c=US
Date: 2018.08.20 14:23:51 -0400

08/20/2018

Tax Collections Staff Signature

Date

This parcel may have deferred taxes which become due upon transfer of the property. Call the Tax Office, Land Records Division at 910-989-2204 for more information.

CHARLES F. RIGGS & ASSOCIATES, INC.

Land Surveyors

Charles F. Riggs, P.L.S. L-2981
502 New Bridge Street
Jacksonville, North Carolina 28540
(910) 455-0877
charlesriggs@riggslandnc.com

Corporate License (C-730)
502 New Bridge Street
P.O. Box 1570
Jacksonville, North Carolina 28541
(910) 455-0877
E-MAIL: riggsland@riggslandnc.com

James A. Lewis, P.L.S. L-4562
Landfall Executive Suites
1213 Culbreth Drive
Wilmington, North Carolina 28405
(910) 681-7444
jameslewis@riggslandnc.com

To whom it may concern:

Property Legal Description:

Parcel IDs: 814-13
Street Address: 3621 Island Drive - N. C. Highway 210, North Topsail Beach
Subdivision: Major T. Davis and wife, Luella E. Davis
County: Onslow

Please Print:

Property Owner (Title, if applicable): Doug A. Jackson and wife, Lisa M. Jackson

The undersigned, registered property owners of the above noted property, do hereby authorize Charles F. Riggs and Associates, Inc. and the employees thereof, to act on my behalf as my agent and take all actions necessary for processing, issuance and acceptance of any permit, certification, or approval and all standard and special conditions attached, if any.

Address: 454-C N. Anderson Blvd. Topsail Beach, NC 28445

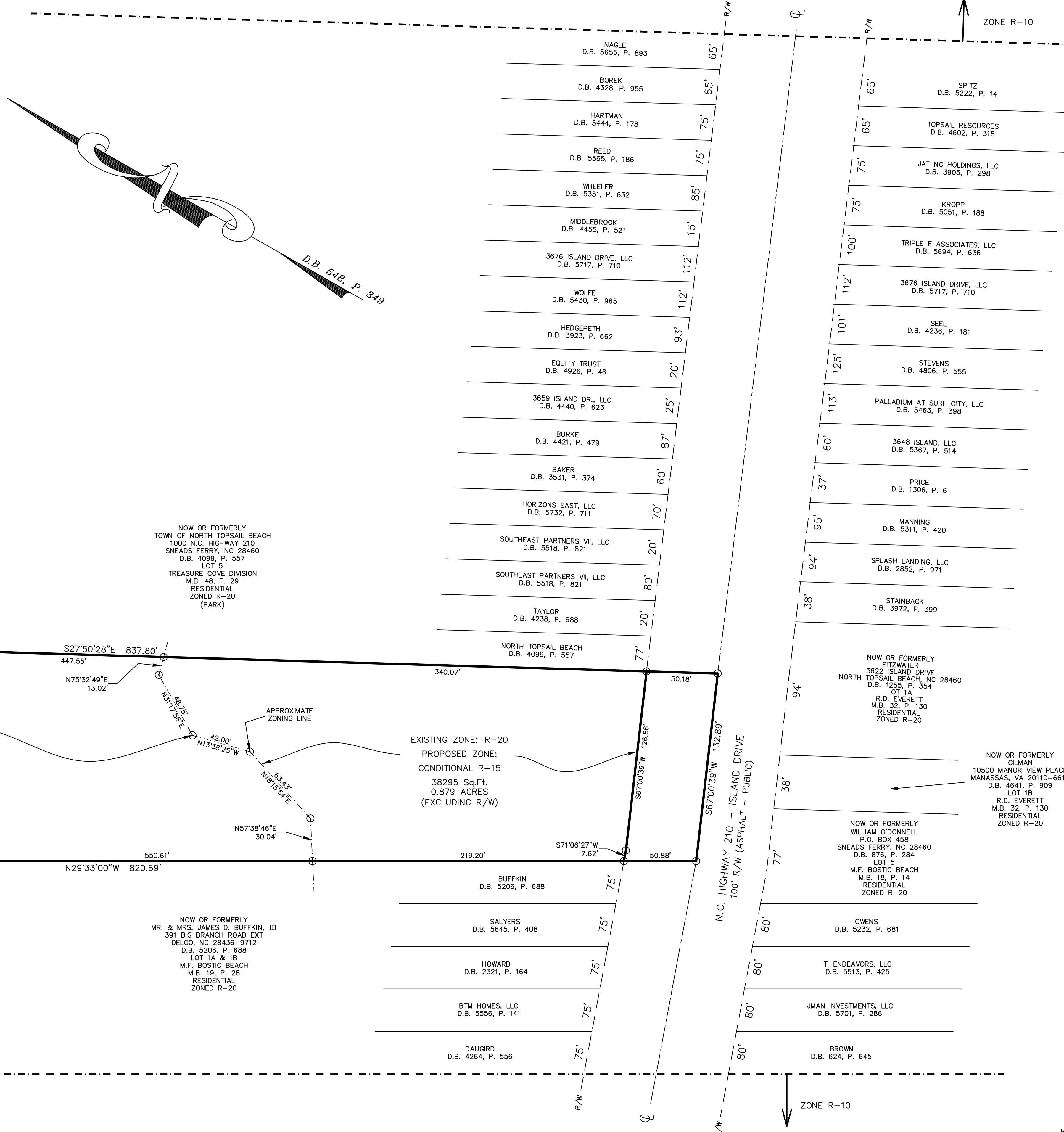
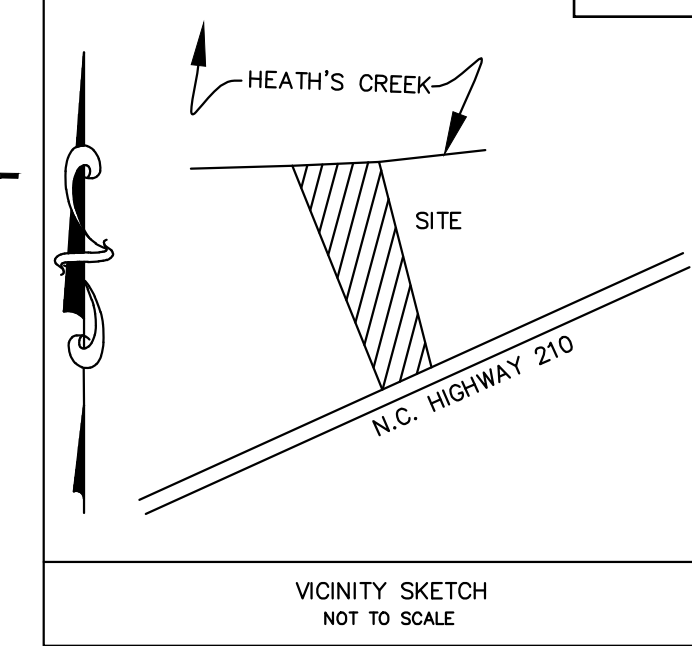
Telephone Number: (330) 507-7272

Facsimile Number: N/A

Email Address: buyitfromus7506@yahoo.com

Authorized Signature:  Date: 5/5/2020

THIS IS TO CERTIFY THAT THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "AE" (EL = 11'±2") WHICH IS A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND THE NATIONAL FLOOD INSURANCE PROGRAM. COMMUNITY PANEL NUMBER 370486. 3720428600K. JUNE 19, 2020



CURRENT ZONE: R-20
ZONING SETBACKS
FRONT = 30'
REAR = 10'
SIDE = 10'
MINIMUM LOT WIDTH = 75'

OWNERS
DOUGLAS A. JACKSON & WIFE,
LISA M. JACKSON

TITLE SOURCE
D.B. 4830, P. 85

TAX MAP #
814-13

LEGEND
CC = CONTROL CORNER
COM = EXISTING CONCRETE MONUMENT (FOUND)(CONTROL CORNER)
EIP = EXISTING IRON PIPE (FOUND)
EIR = EXISTING IRON ROD (FOUND)
EMN = EXISTING MAGNETIC NAIL (FOUND)(CONTROL CORNER)
EPK = EXISTING PARKER-KALON NAIL (FOUND)(CONTROL CORNER)
ERRS = EXISTING RAILROAD SPIKE (FOUND)
MBL = MINIMUM BUILDING LINE
NMP = NON MONUMENTED POINT
R/W = RIGHT OF WAY
SCM = SET CONCRETE MONUMENT (CONTROL CORNER)
SIP = SET IRON PIPE
SIR = SET IRON ROD
SMN = SET MAGNETIC NAIL (CONTROL CORNER)
SPK = SET PARKER-KALON NAIL (CONTROL CORNER)
CL = CENTERLINE
WM = WATER METER
FH = FIRE HYDRANT
WV = WATER VALVE
SSM = SANITARY SEWER MANHOLE
CO = CLEAN OUT
TP = TELEPHONE PEDESTAL
TV = TELEVISION PEDESTAL
FCM = FIBER OPTIC CABLE MARKER
LP = LIGHT POLE
PP = POWER POLE
PL = POWER LINE
ET = ELECTRIC TRANSFORMER
X1.5' = EXISTING SPOT ELEVATION

REFERENCES
D.B. 548, P. 349
D.B. 624, P. 645
D.B. 876, P. 284
D.B. 1255, P. 354
D.B. 1306, P. 6
D.B. 2321, P. 164
D.B. 2852, P. 971
D.B. 3531, P. 374
D.B. 3905, P. 298
D.B. 3923, P. 682
D.B. 4099, P. 557
D.B. 4236, P. 181
D.B. 4238, P. 688
D.B. 4264, P. 556
D.B. 4328, P. 955
D.B. 4421, P. 479
D.B. 4455, P. 521
D.B. 4602, P. 318
D.B. 4841, P. 909
D.B. 4806, P. 555
D.B. 4830, P. 85
D.B. 4926, P. 46
D.B. 5051, P. 108
D.B. 5206, P. 688
D.B. 5222, P. 14
D.B. 5232, P. 681
D.B. 5311, P. 420
D.B. 5351, P. 632
D.B. 5367, P. 514
D.B. 5430, P. 965
D.B. 5444, P. 178
D.B. 5463, P. 398
D.B. 5513, P. 425
D.B. 5518, P. 821
D.B. 5556, P. 141
D.B. 5665, P. 186
D.B. 5645, P. 408
D.B. 5655, P. 893
D.B. 5694, P. 636
D.B. 5701, P. 286
D.B. 5717, P. 710
D.B. 5732, P. 711
M.B. 18, P. 14
M.B. 19, P. 28
M.B. 32, P. 130
M.B. 32, P. 224
M.B. 32, P. 225
M.B. 43, P. 137
M.B. 43, P. 175
M.B. 43, P. 235
M.B. 44, P. 169
M.B. 45, P. 26
M.B. 47, P. 81
M.B. 48, P. 28
M.B. 48, P. 29
M.B. 69, P. 101
M.B. 75, P. 77

NOW OR FORMERLY TOWN OF NORTH TOPSAIL BEACH 1000 N.C. HIGHWAY 210 SNEADS FERRY, NC 28460 D.B. 4099, P. 557 LOT 5 TREASURE COVE DIVISION M.B. 48, P. 29 RESIDENTIAL ZONED R-20 (PARK)

AS PER DEED 74913 Sq.Ft. 1.720 ACRES
SUBJECT TO THE RIGHTS OF THE STATE OF NORTH CAROLINA
EXISTING ZONE: R-20
PROPOSED ZONE: CONDITIONAL R-15
38295 Sq.Ft. 0.879 ACRES (EXCLUDING R/W)

NOW OR FORMERLY MR. & MRS. JAMES D. BUFFKIN, III 391 BIG BRANCH ROAD EXT DELCO, NC 28436-9712 D.B. 5206, P. 688 LOT 1A & 1B M.F. BOSTIC BEACH M.B. 19, P. 28 RESIDENTIAL ZONED R-20

NOW OR FORMERLY FITZWATER 3622 ISLAND DRIVE NORTH TOPSAIL BEACH, NC 28460 D.B. 1255, P. 354 LOT 14 R.D. EVERETT M.B. 32, P. 130 RESIDENTIAL ZONED R-20

NOW OR FORMERLY GILMAN 10500 MANOR VIEW PLACE MANASSAS, VA 20110-6617 D.B. 4641, P. 909 LOT 1B R.D. EVERETT M.B. 32, P. 130 RESIDENTIAL ZONED R-20

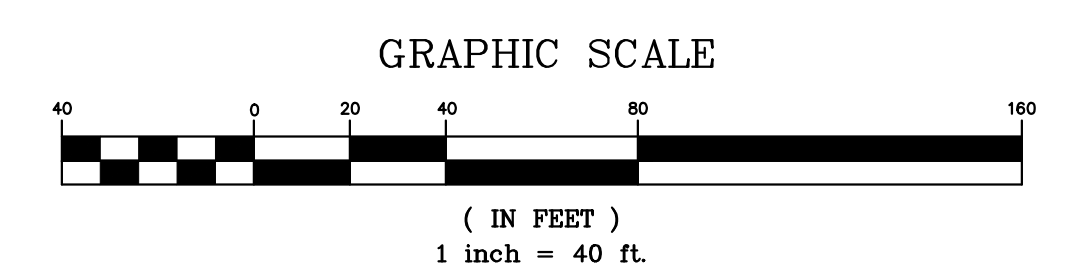
NOW OR FORMERLY WILLIAM O'DONNELL P.O. BOX 458 SNEADS FERRY, NC 28460 D.B. 876, P. 284 LOT 5 M.F. BOSTIC BEACH M.B. 18, P. 14 RESIDENTIAL ZONED R-20

REZONE REQUEST FROM R-20 TO CONDITIONAL R-15 FOR

DOUGLAS A. JACKSON & WIFE, LISA M. JACKSON

LOT 1, "R. D. EVERETT & WIFE, DELPHIA ANN EVERETT HEIRS," D.B. 548, P. 349 STUMP SOUND TOWNSHIP, ONSLOW COUNTY, NORTH CAROLINA DOUGLAS A. JACKSON & WIFE, LISA M. JACKSON, OWNER; D.B. 4830, P. 85 3621 ISLAND DRIVE

PROPOSED ZONE: CONDITIONAL R-15
CONDITIONAL R-15 MINIMUM 60' WIDE LOT WITH SINGLE FAMILY ONLY UTILIZING R-20 ZONING SETBACKS

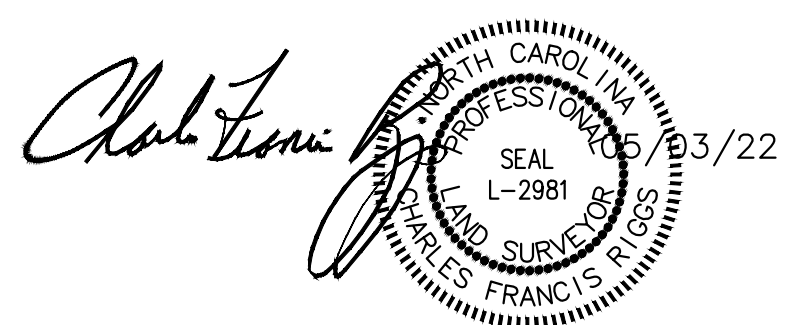


ACTUAL FIELD SURVEY DATE: N/A
MAPPING DATE: 05/03/2022
FIELD BOOK: N/A PAGE: N/A
PROJECT NUMBER: 20-02-16 JTG

CHARLES F. RIGGS & ASSOCIATES, INC. (C-730)
LAND SURVEYING - CONVENTIONAL & GLOBAL POSITIONING SYSTEMS,
LAND PLANNING & COMPUTER MAPPING

502 NEW BRIDGE STREET P.O. BOX 1570 JACKSONVILLE, NC 28540-1570 TELEPHONE: (910) 455-0877 E-MAIL: riggsland@riggslandnc.com

LANDFALL EXECUTIVE SUITES 1213 CULBRETH DRIVE WILMINGTON, NC 28405 TELEPHONE: (910) 681-7444



2020-02-18 Jackson/COA/Unimapping/20-02-02-16.dwg - Tuesday, May 03, 2022 11:08:46 AM



Town of North Topsail Beach
Board of Aldermen
Public Hearing

Section VIII, ItemB.

Agenda Item:

Date: 7/6/2022

Issue: Proposed Text Amendment: Table 4-1 and § 4.03.23 Docks, Piers And Floating Walkways

Department: Planning

Presented by: Deb Hill

Presentation: Yes

BACKGROUND At the Board of Aldermen regular meeting on May 4, 2022, Mayor Pro Tem Benson presented a report on Unencapsulated Polystyrene and requested that the Board “direct the Planning Board to review BISAC’s Proposed Unencapsulated Polystyrene Ordinance, consider these guidelines as they reflect on the use of floats in docks, piers and floating walkways in construction of these structures.”

On May 12, 2022, the Planning Board reviewed BISAC’s Proposed Unencapsulated Polystyrene Ordinance and considered these guidelines as they reflected on the use of floats in docks, piers and floating walkways in construction of these structures.

The Planning Director recommended 1) amending the UDO Table 4-1 to include floating walkways and adding a use specific standard prohibiting unencapsulated polystyrene; and 2) adding a policy statement to the CAMA Land Use Plan, “The use of unencapsulated polystyrene as a flotation device for floating dock systems, floating walkways and/or floating structures used in aquaculture is prohibited for use in the coastal waters and marshes within the Town of North Topsail Beach.” (Note: discussion since to omit aquaculture).

Table 4-1 Use Table

Table 4-1 Use Table											
<i>Use</i>	<i>MHR</i>	<i>R5</i>	<i>R8</i>	<i>R10</i>	<i>R15</i>	<i>R20</i>	<i>RA</i>	<i>COND</i>	<i>B1</i>	<i>B2</i>	<i>Use Specific Standard</i>
Dock, pier (accessory, principal,)	P	P	P	P	P	P	P	P	P	P	4.03.23

^add floating walkways

§ 4.03 USE SPECIFIC STANDARDS.

§ 4.03.23 Docks, Piers And Floating Walkways

Unencapsulated polystyrene as a floatation device for floating dock systems, piers and floating walkways is prohibited.

CAMA Land Use Plan

Add Policy Statement:

The use of unencapsulated polystyrene as a flotation device for floating dock systems, floating walkways and/or floating structures used in aquaculture is prohibited for use in the coastal waters and marshes within the Town of North Topsail Beach.

RECOMMENDATION Mr. Matthews made a motion to recommend the Planning Director’s text amendment to 4.03.23 “Docks, Piers, and Floating Walkways” and to include the CAMA Land Use Plan policy statement. Mr. Dorazio seconded; the motion passed 4-1 with Mrs. Dickson voting against.

ATTACHMENTS none.



Town of North Topsail Beach
Board of Aldermen
Public Hearing

Section VIII, Item C.

Agenda Item:

Date: 7/6/2022

Issue: Proposed Text Amendment: § 4.03.09 OUTDOOR SWIMMING POOLS, SPAS AND HOT TUBS
Department: Planning
Presented by: Deborah J. Hill, MPA AICP CFM CZO
Presentation: Yes

BACKGROUND At the April 6th Board of Aldermen regular meeting, Alderman Grant requested a review of the CAMA standards, including recommendations for the Town adopting higher standards than the CAMA regulations. Mayor McDermon asked for the allowance of pools on the sound-side to be reviewed as well.

During the Planning Board meeting April 14, 2022 and in response to the Board of Aldermen's April 6th directive, **Mr. Fontana made a motion that we request that the Planning Director review six comparable cities/towns similar to North Topsail Beach and existing Surf City and Topsail Beach and Emerald Isle do not have sewer systems, so we're looking particularly at towns with larger lots and with sewer systems along the coast similar to North Topsail Beach and come back with a recommendation as to whether we need to amend the current ordinance. Mr. Dorazio seconded the motion. The motion passed unanimously, 4-0.**

On May 12, 2022, as directed by the Planning Board, the Planning Director reported the following results:

- **Pine Knoll Shores** is **more restrictive** than CAMA and does not allow pools to be placed in the ocean-erodible setback. Additionally, Pine Knoll Shores requires that oceanfront construction not be any closer than the ocean-side drip of the nearest adjacent structures. In these instances, Pine Knoll Shores setback may be greater than the CAMA setback. In no case can a pool be located in a CAMA or Town setback.
- **Wrightsville Beach** is **consistent** with CAMA regulations. The pool must meet the Town's setback.
- **Emerald Isle** is **consistent** with CAMA regulations, allowing pools within the CAMA setback, but oceanward of the static line.
- **Atlantic Beach** is **consistent** with CAMA regulations. Atlantic Beach's planner reports that they have a really strong beach nourishment program so their dunes and beaches have built up and out considerably. Pools are probably around 100-200 ft from high water and are well behind the primary frontal dunes.

- **Sunset Beach is consistent** with CAMA regulations. They are calculated as impervious sq ft. If they are placed under the roofing of the home, then we capture them in with the house. Sunset Beach staff states that their lots are smaller.
- **Bald Head Island is consistent** with CAMA regulations.
- **Surf City generally consistent**. Surf City prohibits pools seaward of the toe of a primary or frontal dune.

5.17 Swimming pool.

5.17.1 Compliance. Swimming pools, spas and hot tubs shall be permitted provided that they meet all state, federal and the following local requirements:

5.17.2 Permit required. A swimming pool, spa or hot tub shall not be constructed, installed, enlarged or altered until a zoning permit has been issued. (Exception: Pools, hot tubs and spas located within the foot print of the principal structure are exempt from obtaining a zoning permit.)

5.17.3 Location. Swimming pools shall be setback a minimum distance of five (5) feet from all property lines. **In no case shall a swimming pool be placed seaward of the toe of a primary or frontal dune.**

5.17.4 Swimming pools located in Coastal Forest Overlay District (CFOD). A maximum four (4) foot concrete border is permitted around an in ground swimming pool only. Larger borders may be allowed if required by the Pender or Onslow County Health Department.

- **Topsail Beach is more restrictive.** Pools are not allowed between the structure and the ocean and the Town does not allow pools in the front or side yard.

(p) Swimming pools. Where permitted, all swimming pools of three feet or more in depth, either above ground or below ground, and of either permanent or temporary nature shall comply with the following minimum standards:

(1) An aboveground swimming pool shall be set back ten feet from any lot line plus one foot for each foot over five of pool height.

(2) A fence shall be erected to a minimum height of four feet to completely enclose all sides of the pool not bounded by a building. Any gate of equal height shall be securely fastened when the pool is not in use.

(3) All mechanical equipment shall be located a minimum of five feet from any property line.

(4) Pools are not permitted between a principal structure and the Atlantic Ocean in the R-1 district.

(5) Pools shall not be permitted in the front or side yard.

During the Planning Board meeting June 9, 2022, and in response to Mayor Pro Tem Benson's June 1st request, members considered the comments as they worked to move forward with Alderman Grant's request for review of a possible swimming pool ban that would go beyond the CAMA rules and regulations for swimming pools and other structures in dunes.

RECOMMENDATION

The Planning Board unanimously recommends no changes to the most recently adopted text § 4.03.09 OUTDOOR SWIMMING POOLS, SPAS AND HOT TUBS, attached.

§ 4.03.09 OUTDOOR SWIMMING POOLS, SPAS AND HOT TUBS.

(A) Setbacks. All swimming pools shall meet the following requirements, in addition to setbacks and other requirements specified elsewhere:

(1) Swimming pools may be permitted consistent with CAMA's general use standards for Ocean Hazard Area of Environmental Concern (AEC) pursuant to G.S. 15A NCAC 07H.0309.

(B) Prohibited.

(1) It shall be unlawful for any person to cause, permit, maintain or allow a swimming pool to be a nuisance as defined herein.

(2) Pools and spas are allowed adjacent to coastal buildings only if these amenities will not act as obstructions that lead to damage to nearby buildings. Pools and spas must be installed in-ground (either frangible or immovable) or completely elevated above the DFE. This constraint applies where the ground level is below, at or above the DFE. Above-ground pools within the DFE are prohibited.

(C) Fence required; gates. All swimming pools shall be completely surrounded by a fence not less than four feet in height. If a fence is erected, the width between any opening or pickets shall not exceed four inches. Openings in any such fence, gate, or wall may not exceed four inches. The wall(s) of a principal or accessory building may be used to meet this enclosure requirement. All gates or doors opening through such fence, wall, house or building shall have self-closing and self-latching devices for keeping the gate or door closed at all times when not in actual use. Fence gates shall open outward away from the swimming pool.

(D) Modifications and exceptions. The Administrator may make modifications in writing with respect to the height, nature or location of the fence, wall, gates or latches, in individual cases, upon a showing of good cause provided the protection as sought hereunder is not reduced thereby. The Administrator may permit in writing other protective devices or structures to be used so long as the degree of protection afforded by the substitute devices or structures is not less than the protection afforded by the wall, fence, gate and latch described herein.

(E) Spas and hot tubs; covers. Spas or hot tubs with a safety cover must comply with ASTM F 1346 as required in Appendix G of the State Building Code and shall be exempt from § 7-132(b)4. Covers must be closed and locked when the spa or hot tub is not in use. (Ord. passed 9-24-2008; Ord. passed 11-2-2011; Ord. 2017-2, passed 2-1-2017; Ord. 2017-4, passed 5-3-2017) Penalty, see § 10.06



Town of North Topsail Beach
Board of Aldermen
Public Hearing

Section VIII, Item D.

Agenda Item:
Date: 7/6/2022

Issue: Proposed Text Amendment: §4.03.11 (H)(1)(c) Storage boxes (Rogers Bay)
Department: Planning
Presented by: Deborah J. Hill, MPA AICP CFM CZO
Presentation: Yes

BACKGROUND Rogers Bay Management requests approval for Craftsman 7-ft x 4-ft resin storage sheds and/or Craftsman 7-ft x 7-ft resin storage sheds. They propose that the addition of these storage sheds would promote beautification of the park by reducing lot clutter. The larger sheds would also assist in reduction of debris scatter during high wind weather conditions.

The Town’s current Unified Development Ordinance §4.03.11 (H)(1)(c):

Storage boxes or bins not in excess of three feet by four feet by three feet or storage boxes or bins not in excess of three feet two inches (38 inches) by four feet three inches (51 inches) by six feet five inches (77 inches) or the equivalent Rubbermaid type storage bin which is properly anchored.

RECOMMENDATION On May 12, 2022, The Planning Board reviewed the application by Rogers Bay. **Mr. Dorazio made a motion to recommend the text amendment “Storage sheds not in excess of seven feet wide, four feet deep, and eight feet two inches in height, properly anchored, shall not be placed adjacent to any roadway, and only one shed authorized per lot.” Mrs. Dickson seconded the motion; the motion passed unanimously, 5-0.**

ATTACHMENTS

1. Text Amendment application dated 4/12/22
2. 7 x 7 Resin Storage Information
3. 7 x 4 Resin Shed Information

Case Information:

Case #: 22-000439

Address:

4021 ISLAND DR
 NORTH TOPSAIL BEACH NC 28460

Property Owner: ROGERS BAY CAMPGROUND CO OWNERS

Parcel Number: 769-4.1

Sub-Division:

Status: Open

Disposition:

Neighborhood:

Approximate Location:

Priority:

Type: Permit

Open Date: Apr 12, 2022

Close Date:

How Received: Internet

Responsible User: Kate Winzler

Description: Change to UDO 4.03.11 OPERATING STANDARDS FOR EXISTING TRAVEL TRAILER PARKS specifically section (H)(1)(c) Storage boxes. We would like to add the allowance of 7-ft x 4-ft Resin Storage Shed and/or 7-ft x 7-ft Resin Storage Shed. The addition of these storage sheds would promote beautification of the park by reducing lot clutter, It would also assist in reduction of debris scatter during high wind weather conditions

Legal Description: TR2 & TR3 HUNTER HEATH TRUST

Categories:

Permits:

Permit Number	Issue Date	Status	Description
RZ22-000001		Ready for Payment	Change to UDO 4.03.11 OPERATING STANDARDS FOR EXISTING TRAVEL TRAILER PARKS specifically section (H)(1)(c) Storage boxes. We would like to add the allowance of 7-ft x 4-ft Resin Storage Shed and/or 7-ft x 7-ft Resin Storage Shed. The addition of these storage sheds would promote beautification of the park by reducing lot clutter, It would also assist in reduction of debris scatter during high wind weather conditions

Citizens:

Section VIII, Item D.

Name	Home Address	Home Phone	Business Phone	Association
c/o Frank Brown	Home Address: 400 Ellerbe Court			Applicant Property Owner

Activities:

Permit#	Date	Activity	Assigned To/By	Due	Complete	Approval Status
RZ22-000001	04/12/2022	Order to Grant/Deny Rezoning	Deborah Hill , System User	07/06/2022		Pending

Comments:

RZ22-000001	04/12/2022	Zoning Review	Deborah Hill , System User	06/01/2022	05/12/2022	Approved with Comments
-------------	------------	---------------	-------------------------------	------------	------------	---------------------------

Comments:

RZ22-000001	04/26/2022	Online Payment Received	Deborah Hill , System User	05/03/2022	05/06/2022	Complete
-------------	------------	-------------------------	-------------------------------	------------	------------	----------

Comments:

RZ22-000001	04/12/2022	Initial Review	Kate Winzler , System User	04/13/2022	04/12/2022	Approved
-------------	------------	----------------	-------------------------------	------------	------------	----------

Comments:**Violations:**

Violation Code	Open Date	Closed Date	Status	Violation Disposition
----------------	-----------	-------------	--------	-----------------------

Documents:

Permit#	Date	Type	Source	Description
RZ22-000001	04/26/2022	application/iexplore	System Email Notification	Your citizenserve payment has been received
RZ22-000001	04/20/2022	application/iexplore	System Email Notification	Your citizenserve application status has changed
RZ22-000001	04/12/2022	application/iexplore	System Email Notification	Your application has been received
RZ22-000001	04/12/2022	image/png	Signature	
RZ22-000001	04/12/2022	application/pdf	Other documents	
RZ22-000001	04/12/2022	application/pdf	Other documents	
RZ22-000001	04/12/2022	application/pdf	Site plan or plot plan	

Notes:

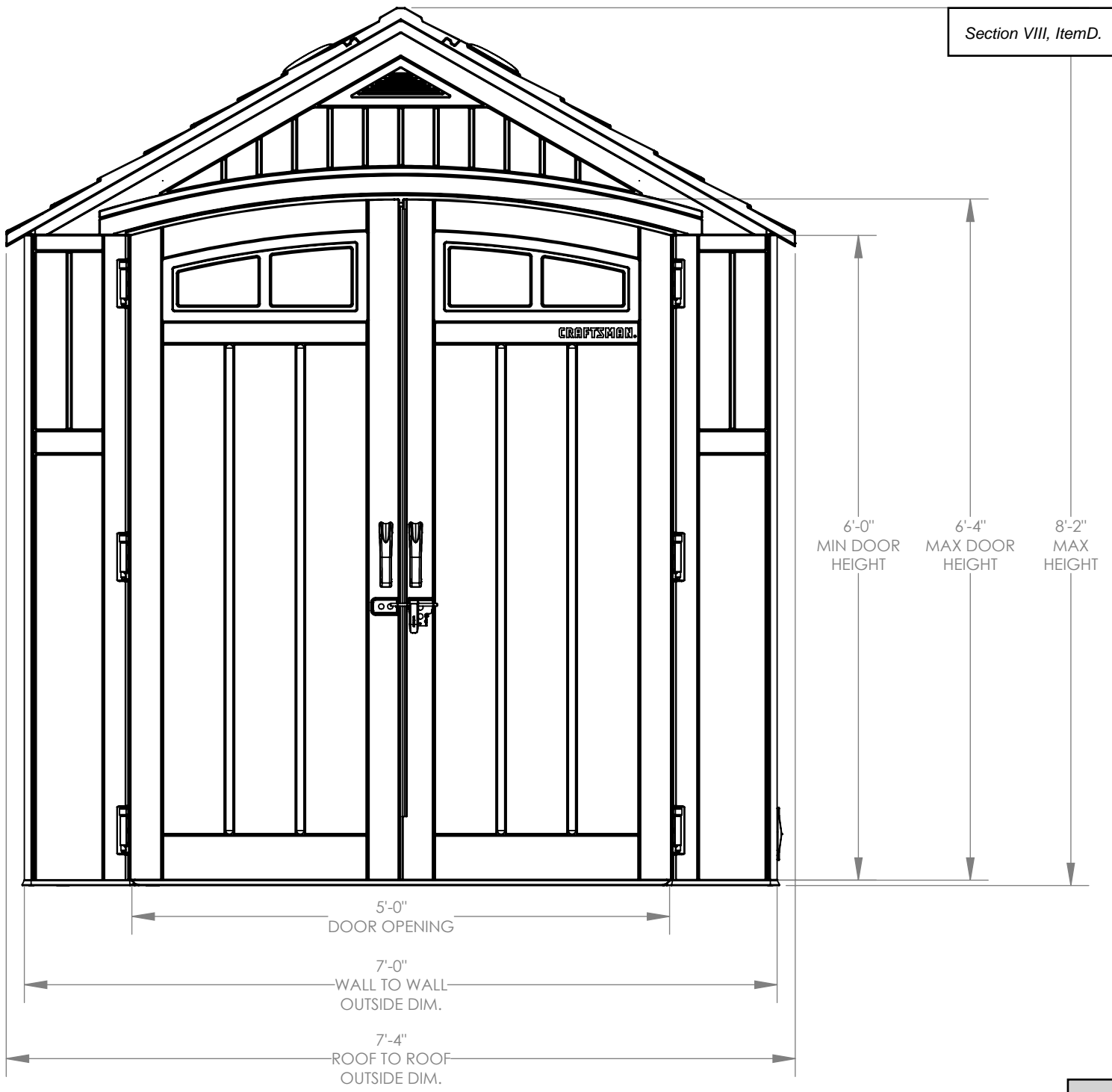
Date **User Name** **Note Type**

**BMSC7750
FRONT VIEW**

TOTAL VOLUME:
Interior: 326.9 cu ft
Exterior: 343.1 cu ft

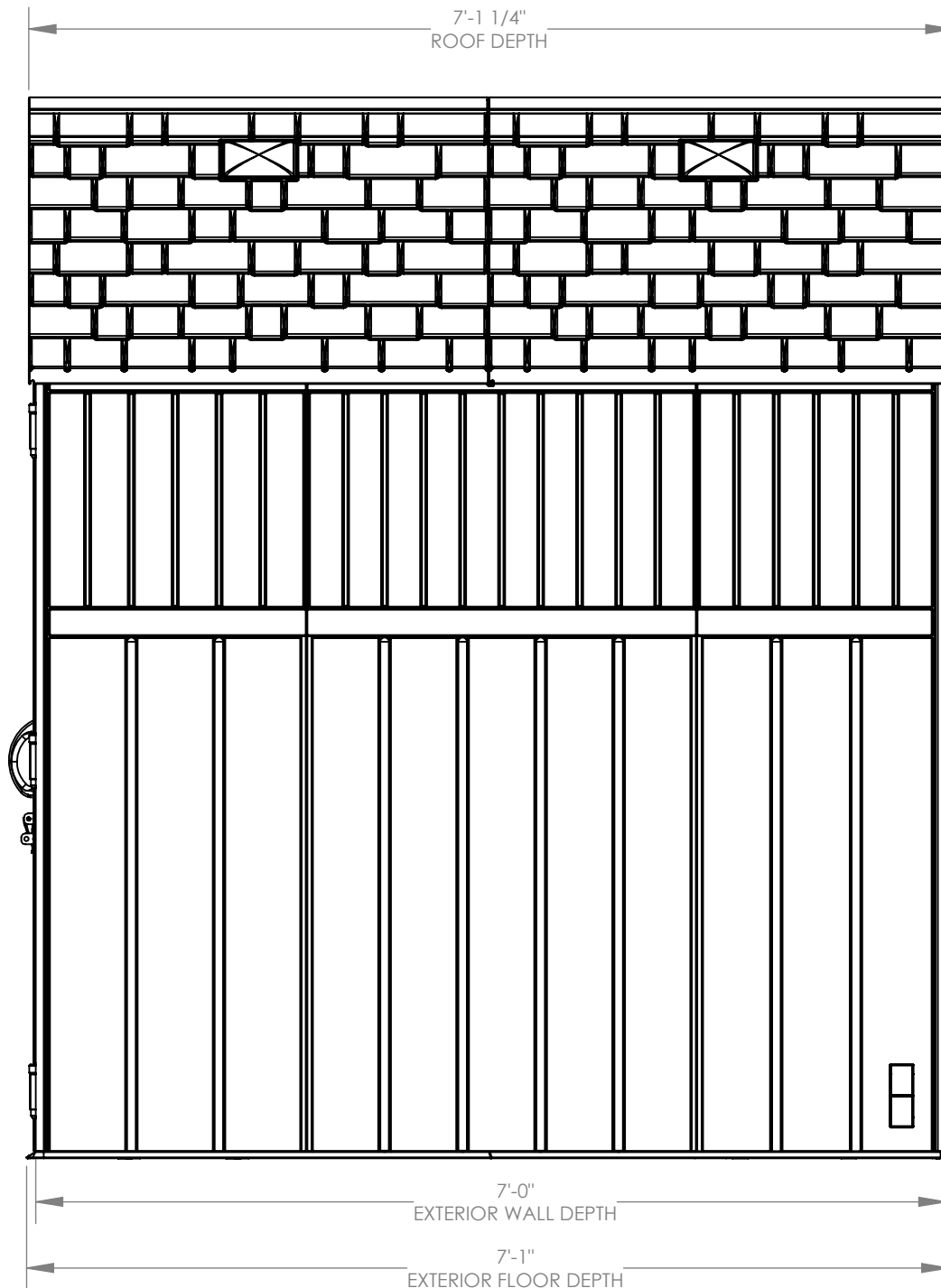
SQUARE FOOTAGE
Interior: 46.7 sq ft
Exterior: 50.0 sq ft

ROOF PITCH
7:12

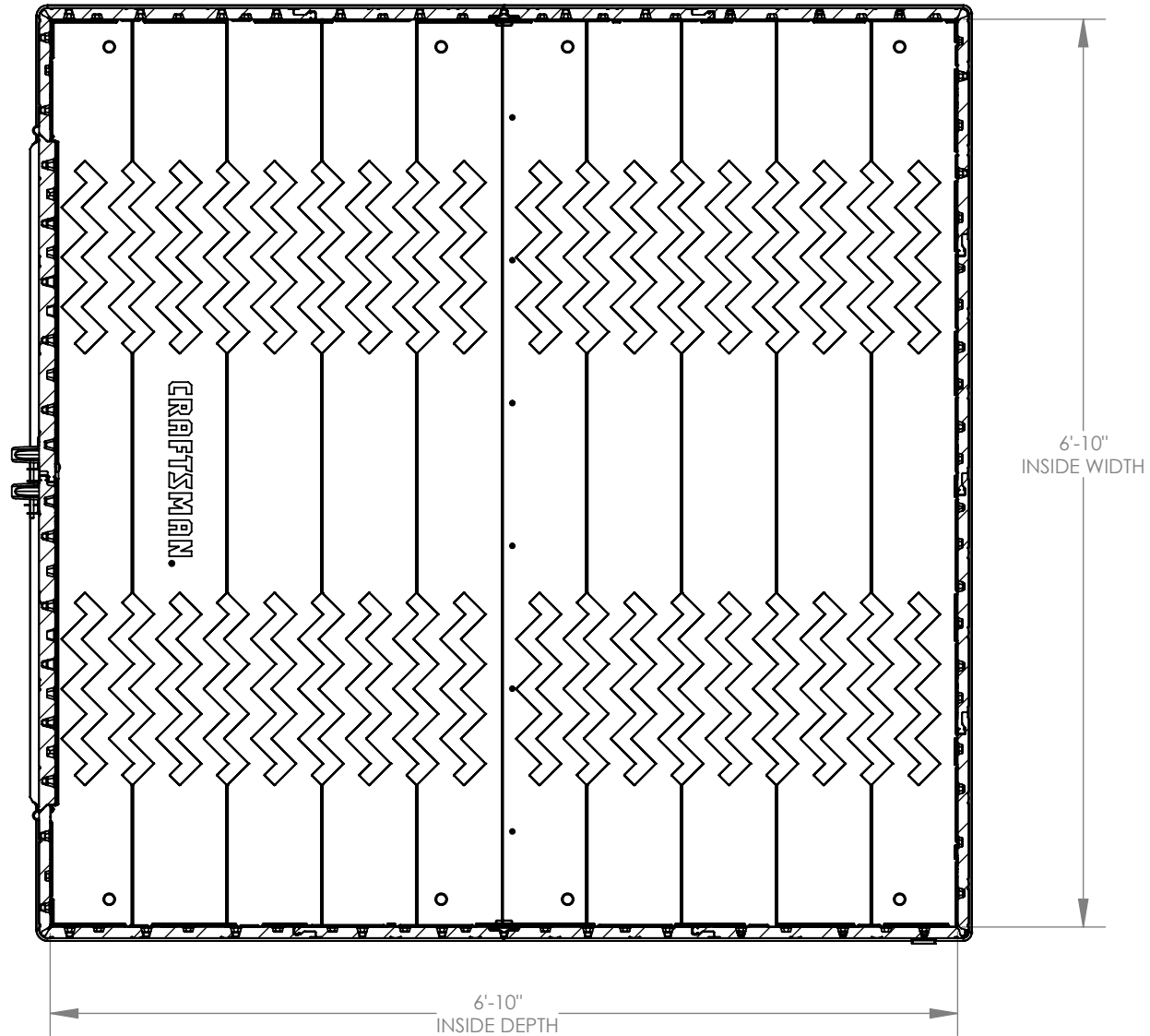


**BMSC7750
SIDE VIEW**

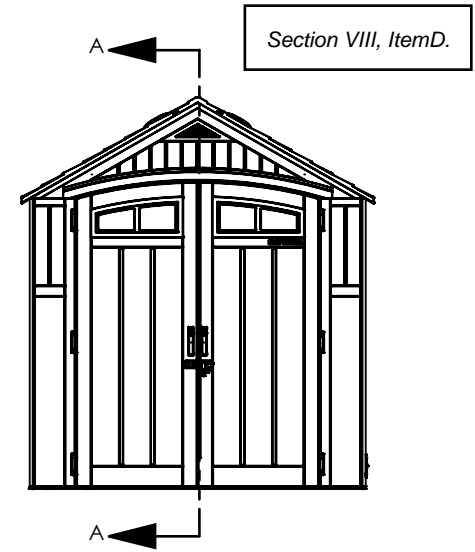
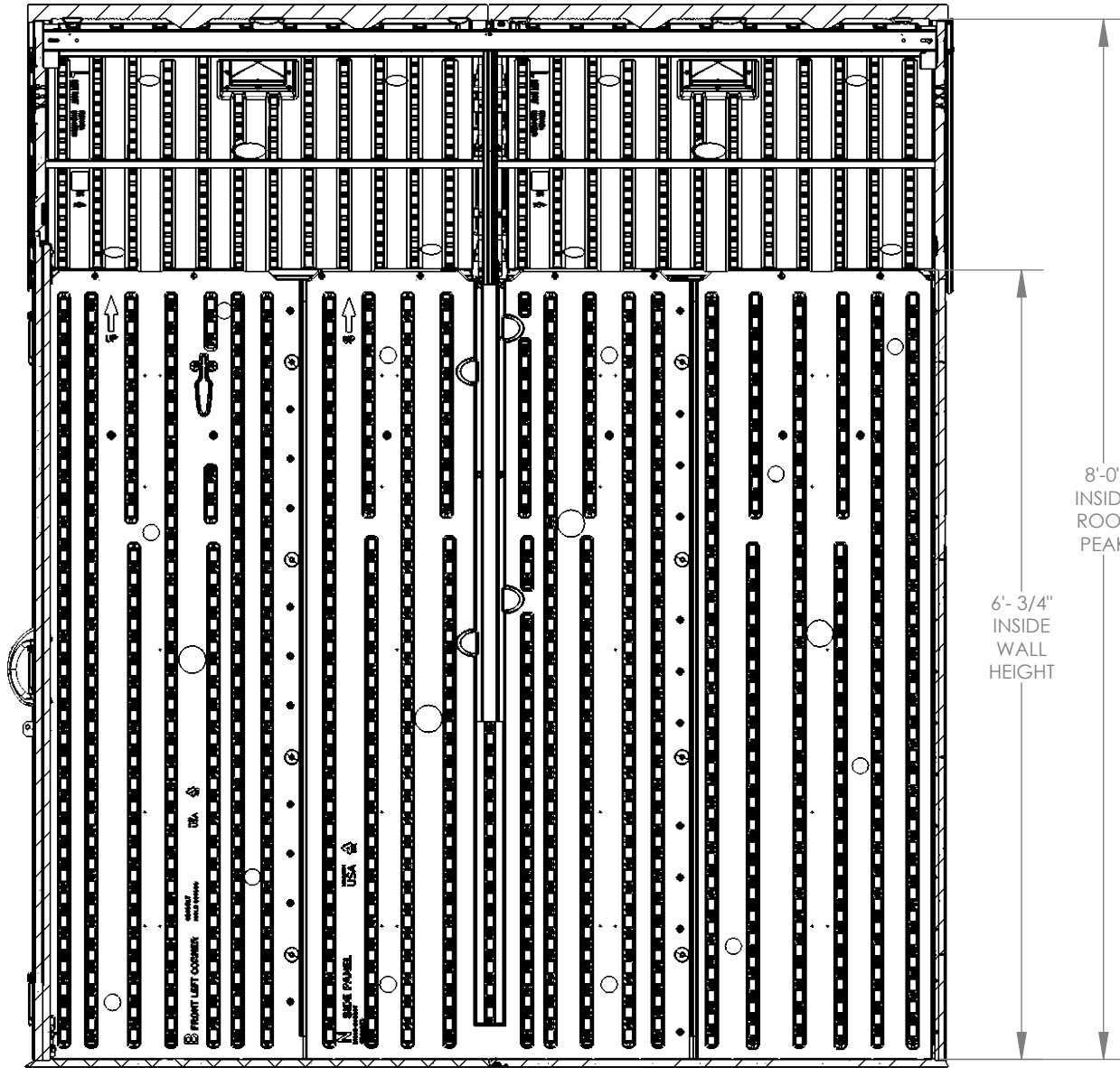
Section VIII, Item D.



**BMSC7750
TOP VIEW**



BMSC7750 SECTION VIEW



8'-0"
INSIDE
ROOF
PEAK

6'- 3/4"
INSIDE
WALL
HEIGHT

SECTION A-A
SCALE 1 : 16

**BMSC7450
FRONT VIEW**

TOTAL VOLUME:

Interior: 186.8 cu ft

Exterior: 196.1 cu ft

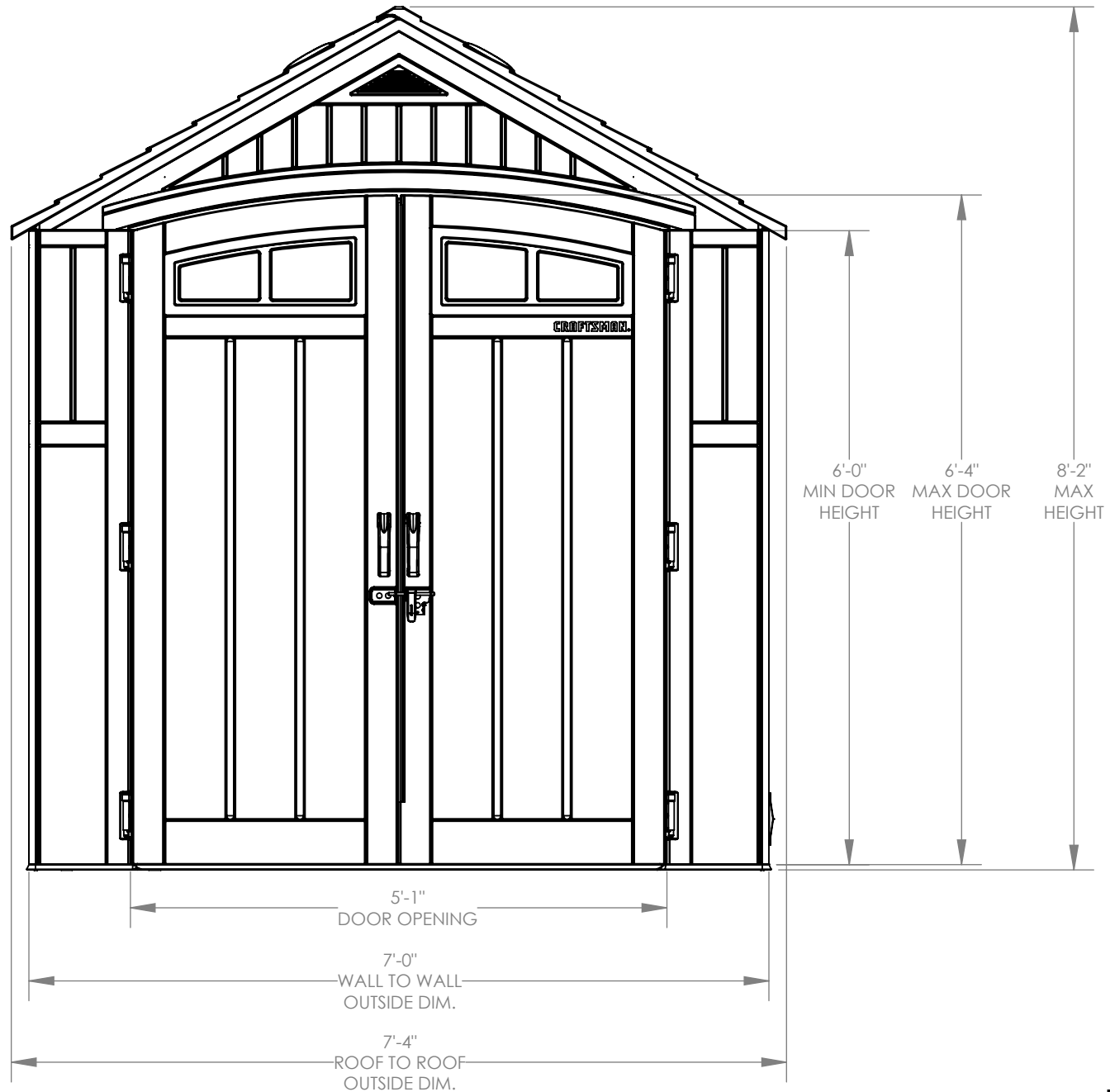
SQUARE FOOTAGE

Interior: 26.2 sq ft

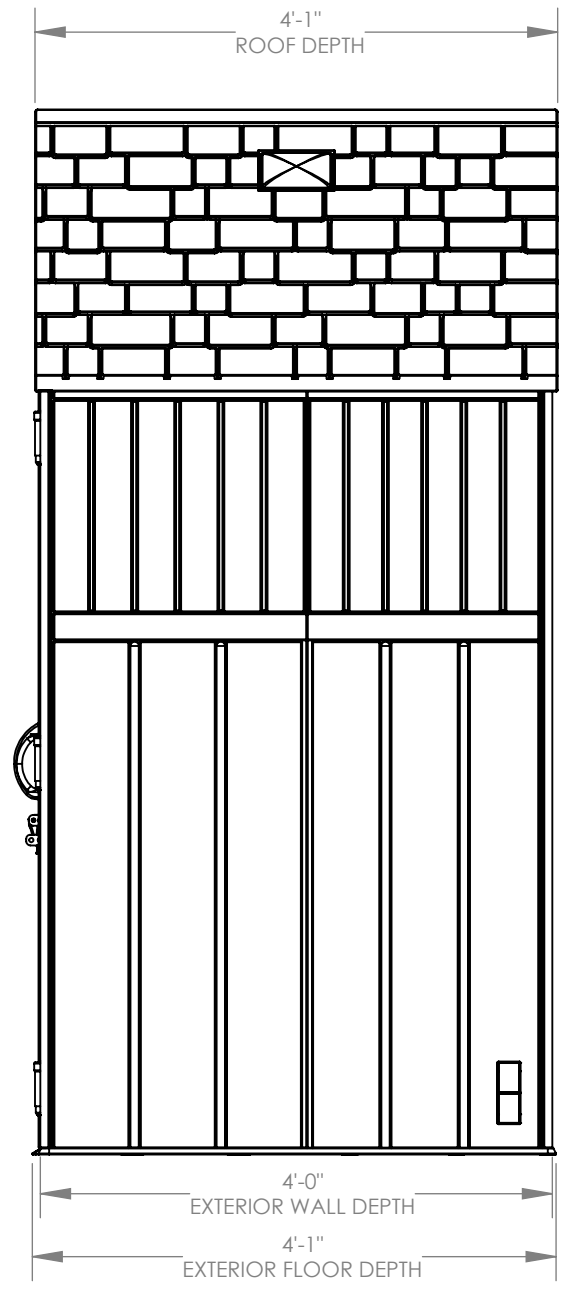
Exterior: 28.6 sq ft

ROOF PITCH

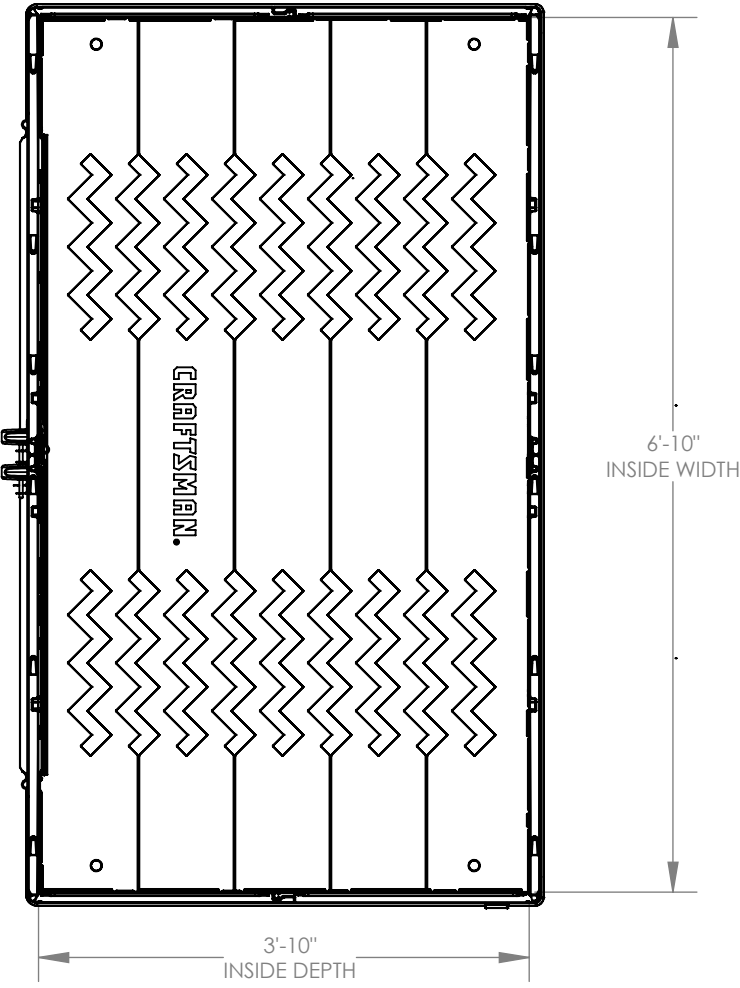
7:12



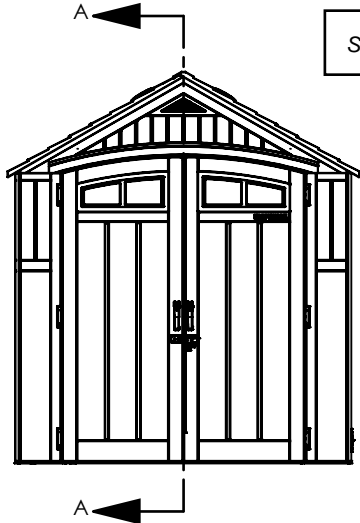
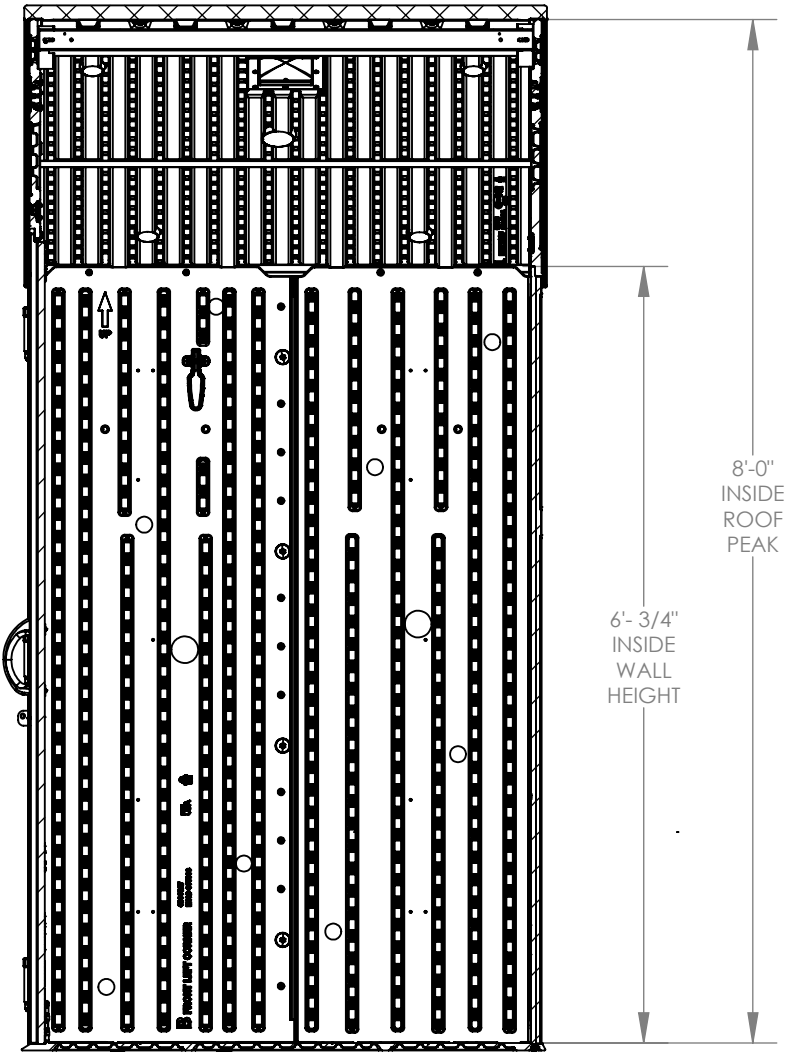
**BMSC7450
SIDE VIEW**



BMSC7450
TOP VIEW



**BMSC7450
SECTION VIEW**



Section VIII, Item D.

Town of North Topsail Beach

Joann M. McDermon, Mayor
Mike Benson, Mayor Pro Tem



Alice Derian, ICMA-CM
Town Manager

Aldermen:
Richard Grant
Don Harte
Connie Pletl
Bob Swantek

Kate Winzler, NCCMC
Deputy Town Clerk

Nature's Tranquil Beauty

Board of Aldermen

Special Meeting Draft Minutes

Monday, May 23, 2022

North Topsail Beach Town Hall

2008 Loggerhead Court, North Topsail Beach, NC 28460

Present: Mayor McDermon; Mayor Pro Tem Benson; Aldermen Grant, Harte, Pletl, and Swantek; Town Manager Derian; Town Attorney Edes; Finance Officer Elliott; Deputy Town Clerk Winzler.

I. CALL TO ORDER

Mayor McDermon called the meeting to order at 6:00 P.M.

Town Manager Derian introduced Ricky Schwisow, IT Director, to the Board.

II. BUDGET WORKSHOP

Town Manager Derian presented the *Budget Overview and Economic Outlook* to the Board (attached).

The Board discussed the COLA and merit increase, specifics regarding the Christmas Tree and concert expenses, and the increase in property and liability insurance.

Finance Officer Elliott presented the *Budget Workshop* report to the Board (attached).

Officer Elliott pointed out a deficit in the General Fund of \$639,471.20 when the budget is tax revenue neutral encompassing all the incorporated changes.

Mayor McDermon asked for clarification on which committees are included in "Committees." Officer Elliott clarified that it included the Planning Board and the Board of Adjustment. The Parks and Recreation Committee is represented in "Recreation."

Alderman Grant pointed out the increase in the Inspections Department includes funding for demolitions.

Mayor Pro Tem Benson inquired about the Recreation increase. Finance Officer Elliott explained that it includes \$15,000 for the Christmas tree, \$25,000 for the concert, park landscaping, park maintenance, and snowflake light maintenance. There was discussion. Alderman Grant raised concerns regarding the Town borrowing money at higher interest rates in an approaching recession. Mr. Grant wants to conservatively select a tax rate that avoids having to raise taxes next year, while also having reserve funds on hand to begin FEMA projects without needing to borrow at high interest rates.

Mayor Pro Tem Benson noted that the BISAC will need funds included in the Committee budget to attend meetings in the future. Finance Officer Elliott stated that there is a

specific line item for meeting and travel expenses used historically for the Board and may be used for BISAC in Fund 30.

Mayor Pro Tem Benson stated there is not enough money in the capital improvements fund to cover the interest for building the new fire station. Mr. Benson suggested increasing the funds reserved for the capital improvements fund.

Alderman Grant recommended a forty-cent tax rate with at least five cents going to the capital improvement fund for building the fire house, additional public safety concerns, and new equipment.

Finance Officer Elliott reviewed the Shoreline Protection Summary, Fund 30, noting a more than one-million-dollar surplus, including \$30,000 for a 30-year beach engineering plan, and the cost for BISAC expenses.

Mayor Pro Tem Benson inquired about the deficit; Ms. Elliott corrected it is a surplus. There was discussion.

Alderman Swantek suggested a forty-three-cent tax rate, reducing the current tax rate by three cents, and allowing for extra funds to go into shoreline protection funds.

Finance Officer Elliott reviewed the capital assets within the general fund. There was discussion regarding clean streets for bicyclist safety.

Fire Chief Soward explained the fire department air packs and cascade system to the Board.

Finance Officer Elliott reviewed the Analysis of Revenue and Cost Projections. Town Manager Derian pointed to this as a tool to assist the Board in selecting the tax rate with the projected financial needs of the Town for the next five years. Mayor McDermon noted that this a huge step forward for the Board's consideration. Alderman Grant pointed out that revenue neutral is more than a million dollars short over a five-year period.

Ms. Elliott illustrated the tax levy example charts for different hypothetical home valuations showing last year's tax rate compared to examples for this year at revenue neutral, thirty-five cents, forty cents, and forty-five cents.

Ms. Elliott noted that the Tax Conversation chart illustrates the tax levy at each tax rate between thirty cents and forty-five cents, including the revaluation by the county of a sixty-percent increase.

Mayor McDermon requested the Board consider the rising costs of expenses such as fuel when selecting a tax rate.

Mayor Pro Tem Benson noted that the thirty-two-cent tax rate would balance the proposed budget. He asked how that would impact the five cents the Board wants reserved for capital improvements. Ms. Elliott noted that rate would balance only the general fund which includes a portion of the requested capital improvement funds. To reach the capital improvement fund goal set by the Board requires additional funds. There was discussion.

Alderman Grant stated that he would be comfortable with a forty-cent tax rate if five cents was reserved for the capital improvement budget. He re-iterated inflation concerns, increasing interest rates, required capital improvements, and choosing a tax rate that is sustainable until the next revaluation. The current tax rate is forty-six cents, so the considered rate is technically a tax rate reduction.

Alderman Harte asked what the total budget amount is. Alderman Swantek answered \$6,840,000. Alderman Harte pointed out that a forty-one-cent tax rate is needed to cover the budget. Ms. Elliott stated that the current budget deficit is six hundred thirty-nine thousand dollars. Alderman Grant pointed out that some of the revenues from occupancy tax and sales tax go into another fund. Ms. Elliott agreed that this conversation is just the property tax component of the revenue. Mr. Grant noted that the occupancy and sales tax assumed in the budget reflects increases in both- but what happens if there is a hurricane, and the Town loses six months of occupancy tax?

Mayor McDermon polled the Board for their thoughts on a proposed tax rate.

Mayor Pro Tem Benson noted his desire to build a slight budget cushion for the next five years, without having to borrow capital improvement funds. He offered that the Town has been running on a shoestring budget for years, and eventually it catches up. It's time to realize as a Board that we must raise the taxes to meet the expectations of our citizens to have the things they expect when they come to our Town, besides the beach. Mayor McDermon emphasized that is especially true for public safety.

Alderman Swantek reiterated the need to build a financial cushion, and that it is possible to lower the tax rate in the future. The Town especially needs to fund the fire and police departments.

Alderman Grant noted the last time the Town purchased a fire engine was 2014, and the firemen are housed in a leaky building on the south end of town. To Mayor Pro Tem Benson's point, we need to keep our citizens safe, and be able to fight fires safely.

Mayor McDermon noted there is no funding in contingency right now, and this is the first time the Board is open to consider funding needs not one hundred percent beach related. She expressed appreciation to the departments who accurately represent what their departments need to keep our residents and visitors safe, as well as upkeep the parks.

Alderman Pletl expressed appreciation for the Board's cooperation on the budget and raised concern for the citizens with fixed income facing inflation while the tax bills are being raised. She understands the safety aspect and doesn't want to put anybody in jeopardy. She would like a tax rate closer to forty cents, but she's heartened by the idea that if a surplus of funding comes in, the tax rate may be lowered in the future.

Finance Officer Elliott requested direction from the Board regarding the special event in October and a recommended tax rate for the passing of the budget.

Mayor McDermon noted some concern for the planning of an October event, especially signing the contract with the vendor. She polled to Board asking for their comfort level moving forward with the event in October, noting that if the Parks and Recreation Committee is not comfortable with that timeline, additional members of the Board may need to assist planning it:

- Alderman Grant: Yes and willing to sponsor it.
- Alderman Swantek: Yes and willing to be on the committee.
- Mayor McDermon: Yes and willing to assist in anyway.
- Mayor Pro Tem Benson: Yes but concerned about the funding for other Parks and Recreation activities.

- Alderman Harte: Yes but October is too soon because of unresolved items such as parking, sponsorship from corporations (which can take a year of planning), recognition of the sponsors, competition with Autumn with Topsail. Recommends next May to allow for proper planning. Supports budgeting this event currently. He noted the sizable followings of the three bands included in the contract.
- Alderman Pletl: Yes but supports Alderman's Harte's comment. The Parks and Recreation Committee voted to not recommend it in October. The Parks and Recreation Committee is not ready to plan this event in October, as it is just getting established.

Mayor McDermon summarized the Board's desire to keep the concert in the budget, divide up the sponsors and talk to them about availability of funds, as well as talk to Onslow County regarding parking.

Town Manager Derian offered to inquire about other dates with the vendor, including a weather-delay-related date, and anticipates a revised contract from the vendor.

Alderman Grant cautioned against delaying this event to the point that it doesn't happen. He suggested moving forward and sees the breakeven point as achievable. He offered to talk to Onslow County next week about parking.

Alderman Swantek offered the worst scenario of losing the deposit.

Mayor McDermon noted that with the Board's approval for the sale of the Folkstone lots it may result in additional revenue.

Mayor McDermon again polled the Board, and most of the Board members recommended the forty-three-cent tax rate with five-cents going to the capital budget for budget adoption:

- Alderman Grant: forty-three-cent rate with five-cents to capital budget
- Alderman Swantek: forty-three-cent rate with five-cents to capital budget
- Mayor Pro Tem Benson: forty-three-cent rate with five-cents to capital budget
- Alderman Harte: forty-three-cent rate
- Alderman Pletl: forty-cent rate with five-cents to the capital budget

Finance Director Elliott reviewed the budget calendar, noting the earliest budget adoption date is June 8th.

III. PUBLIC HEARING

Mayor McDermon opened the public hearing at 7:25 P.M.

There was no public comment.

Alderman Swantek made a motion to close the public hearing. Mayor Pro Tem Benson seconded the motion. The motion passed unanimously, 5-0.

IV. ADJOURNMENT

Alderman Swantek made a motion to adjourn. Mayor Pro Tem Benson seconded; the motion passed unanimously, 5-0.

The Board of Aldermen special meeting adjourned at 7:25 P.M.

Budget Overview and Economic Outlook

The draft budget we are presenting today has been slightly amended since our previous budget workshop on April 13th. Noteworthy changes include:

- ✓ COLA / Merit: 4% and 2%, Respectively
- ✓ Increased ORBIT Percentages
- ✓ Increased Employee Insurance
- ✓ New Line item in Administration for IT
- ✓ New Line item in Fund 30 for 30-year beach plan
- ✓ Special Event Expense

In April we discussed COLA and Merit being 6% with the decision left to me on the split. A decision was made to do a 4% COLA and 2% Merit. I have included for tonight's meeting survey information obtained from the NC League of Municipalities to show where we stand in comparison beyond what the surrounding municipalities were implementing. I have included in the next two slides some results of that survey. You can see in the pie chart that 46% of the respondents are planning to offer both COLA and Merit. The bar chart shows the breakdown by population group. NTB would be comparable to the first bar labeled "A" for population below 2,500. 77.3% Offer COLA and/or Merit in this population group. The second slide shows a COLA Summary and Merit Increase Summary. There is a reported 4.7% statewide average for COLA and again in the bar chart you can see where it is broken down for the average planned % increase by population group. You can see in our population group that 2% was at the low end and 4.7% was reported as average. In regard to the Merit Increase Summary, 57% reported they are planning to provide merit increases. These ranges varied by region, with a statewide average of 1.8% to 3.7%. Again, you can see in our population group that a low-end average is 2%.

The second item is the increased ORBIT percentages which is our state retirement allocation. The increase was minimal at .07% that equates to \$2,000.

The third item is the increase for Employee Insurance. Since our last meeting we have been meeting and receiving new rate estimates. A 7.3% increase is included which equates to \$21,000.

The fourth item is the addition of a line item in Administration to account for IT expenses in the amount of \$6,500. Funds were reduced on the contracted services side. This is essentially a wash but wanted to convey this as it is a new line item in your budget.

The fifth item is a new line item in Fund 30 for an engineer developed 30-year beach plan. An estimate to do a concept plan, to work out the logistics and finances is about \$100-\$150K. We allocated what is estimated we would need in the first year 1/5 of the cost at \$30K. If BISAC is going to develop an engineer-focused 30-yr beach plan we need to put a 'placeholder' amount in the budget for 2022-2023.

The final item is the Special Event Expense. The line item for Parks and Recreation was increased per direction at the last budget meeting to account for \$10k for the concert and we discussed \$15k for a Christmas Tree. Since the last meeting we approved \$18k for a concert and will need the remaining allocation for logistics, such as portable toilets, electrical, trash removal and shuttle service if the board desires to continue to move forward with this event.

Board of Alderman Meeting

Another item of note is we had already temporarily increased our property and liability insurance by 8% as a place holder. We have met with the provider and requested quotes to increase coverage for flood and building contents. This line item increased 48%, which provides for cyber insurance and flood insurance for Town Hall and we doubled town hall replacement values. These are still subject to change; however, this is the latest information received from our carrier late today.

We discussed initial tax estimates from Onslow County and North Topsail Beach which showed a 58% increase from last year and reported that the projected levy is subject to change as the County works through the appeal process. We received an updated levy that increased to 60.59%, which equated to an additional \$25 million.

The County will still be adjusting values from appeals after June 10th, and will not provide initial levy numbers until annual bills are generated in early July. The appeals board will continue to meet and hear appeals that were filed before the June 10th adjournment date. That date is just the deadline for filing an appeal. As you can see in the next slides that Caitlin is reviewing, she has broken out each tax rate and it is recommended we budget for 90% of receivables of whichever tax rate you decide on. This will account for the possibility of a decrease in levy from the appeals process.



Budget Workshop 3 & Public Hearing
Fiscal Year 2022 - 2023

NOTEWORTHY CHANGES

COLA / Merit: 4% and 2%, Respectively

Increased ORBIT Percentages

Increased Employee Insurance

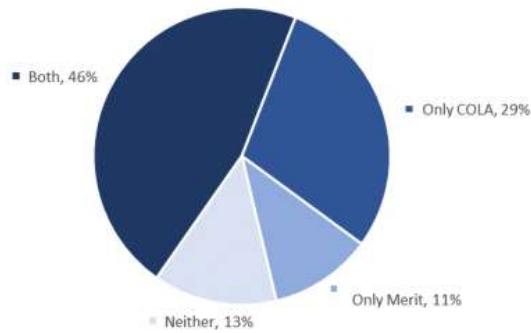
New Line Item in Administration for IT

New Line Item in Fund 30 for 30 Year Beach Plan

Special Event Expense

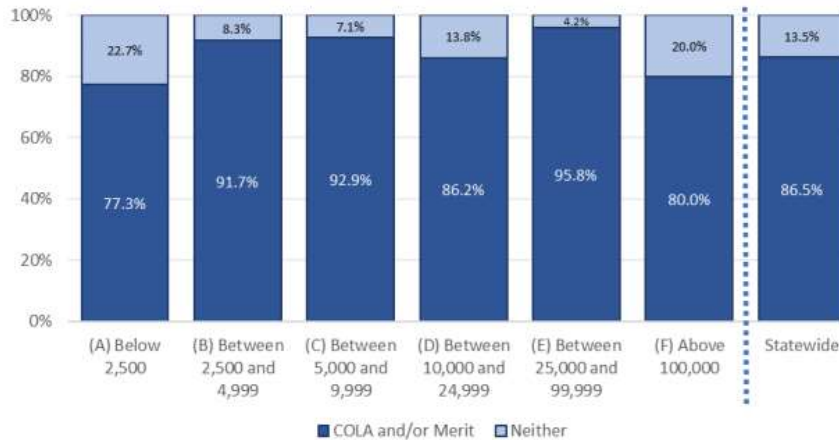
Increased Town Property & Liability Insurance

Percent of Respondents Planning on Offering COLA and/or Merit Increases in FY23 (Statewide) (n=223)



The same data show that at least three-fourths of respondents in each population group are planning on providing COLA and/or merit:

Percent of Respondents Planning on Offering COLA and/or Merit Increases in FY23, by Population Group (n=223)



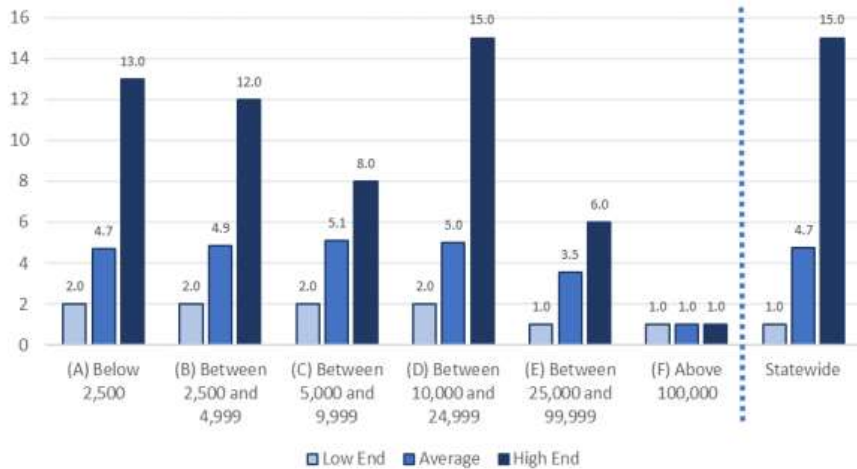
Cost Of Living Adjustment & Merit

NCLM
Anticipated Cost-of Living Adjustments (COLA) and Merit Increase Survey Results

COLA Summary

Of 223 respondents, 168 (75%), reported that they are planning on providing COLA in their FY23 budgets. These data, showing a statewide average of 4.7%, are broken down below. The average 4.7% COLA reported has more than doubled from the average planned COLA at this time last year, as shown in the table at the bottom of page 6.

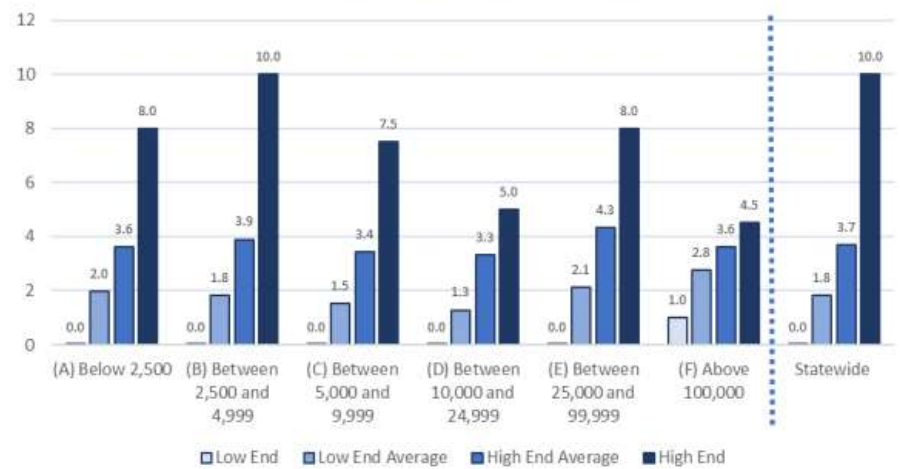
Average Planned % Increases in Organizations Providing COLA, by Population Group (n=168)



Merit Increase Summary

Of 223 respondents, 128 (57%), reported that they are planning on providing merit increases in their FY23 budgets. Respondents were asked to report the ranges they were offering, including a low and high end of planned merit increases. As shown below, these ranges varied by region, with a statewide average of 1.8% to 3.7%.

Average Ranges of Planned % Increases in Organizations Providing Merit, by Population Group (n=128)



Budget Workshop 2 Total Expenditures:	Adopted 07/01/2021	Proposed	Difference from Current Year	
				DIFFERENCE:
Total Expenditures:	\$ 6,106,884.00	\$ 6,502,620.36	6.48%	\$ 430,952.00
Total Revenues:	\$ 6,106,884.00	\$ 6,071,668.36	-0.58%	

410	Governing Board	\$ 213,604.00	\$ 218,104.00	2.11%	
420	Administration Department	\$ 524,263.00	\$ 687,783.60	31.19%	
430	Elections	\$ 4,700.00	\$ -	-100.00%	
490	Planning Department	\$ 163,226.00	\$ 153,649.75	-5.87%	
491	Inspections Department	\$ 222,247.00	\$ 350,958.40	57.91%	
500	Public Buildings	\$ 849,500.00	\$ 513,750.00	-39.52%	
501	Town Insurances	\$ 171,750.00	\$ 277,500.00	61.57%	
509	Police Separation Allowance	\$ 17,125.00	\$ 17,125.00	0.00%	
510	Police Department	\$ 1,353,426.00	\$ 1,435,191.00	6.04%	
545	Public Works Department	\$ 349,898.00	\$ 641,433.80	83.32%	
560	Public Streets	\$ 100,000.00	\$ 141,000.00	41.00%	
580	Sanitation Department	\$ 500,412.00	\$ 514,524.36	2.82%	
620	Recreation	\$ 11,000.00	\$ 120,750.00	997.73%	
690	Fire Department	\$ 1,297,433.00	\$ 1,637,369.65	26.20%	
695	Committees	\$ 2,000.00	\$ 2,000.00	0.00%	
720	Beach	\$ 199,500.00	\$ -	-100.00%	
999	Contingency	\$ 126,800.00	\$ -	-100.00%	
	Total Expenditures:	\$ 6,106,884.00	\$ 6,711,139.56	9.89%	DIFFERENCE:
	Total Revenues:	\$ 6,106,884.00	\$ 6,071,668.36		\$ 639,471.20

General Fund Summary

Assuming Tax Revenue Neutral

Capital Improvements Fund Summary

Assuming Tax Revenue Neutral

Account Number	Account Description	FY21-22 Approved Budget	FY22-23 Estimated Revenues
12-301-00	AD VALOREM TAX (0.04)	\$ 389,280.00	\$ 389,280.00
Account Number	Account Description	FY21-22 Approved Budget	FY22-23 Budget Request
12-750-01	SOUTH END FIRE DEPARTMENT	\$ 291,960.00	\$ 291,960.00
12-750-02	FIRE TRUCK	\$ 97,320.00	\$ 97,320.00
TOTAL EXPENDITURES		\$ 389,280.00	

	Budget Workshop 2 Total Expenditures:	Adopted 07/01/2021	Proposed	Difference from Current Year	
720	Beach	\$ 1,690,115.00	\$ 2,950,484.00	74.57%	
999	Future Projects Fund	\$ 2,426,857.00	\$ -	-100.00%	
					DIFFERENCE:
		\$ 4,116,972.00	\$ 2,950,484.00	-28.33%	\$(1,180,431.00)
	Total Revenues:	\$ 4,116,972.00	\$ 4,130,915.00	0.34%	

	Total Expenditures:	Adopted 07/01/2021	Proposed	Difference from Current Year	
720	Beach	\$ 1,690,115.00	\$ 2,980,484.00	76.35%	
999	Future Projects Fund	\$ 2,426,857.00	\$ -	-100.00%	
					DIFFERENCE:
		\$ 4,116,972.00	\$ 2,980,484.00	-27.60%	\$(1,150,431.00)
	Total Revenues:	\$ 4,116,972.00	\$ 4,130,915.00	0.34%	

Shoreline Protection Summary

Assuming Tax Revenue Neutral

Capital Assets within General Fund

North End Fire
Station: \$350,000

Two Police
Vehicles: \$75,000

Public Works
Loader: \$200,000

Public Works
Dump Work:
\$45,000

Fire Dept Air
Packs & Cascade
System: \$240,000

Streets Vacuum
Truck: \$40,000

Capital Assets

	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	Total Estimated Cost
2 PD Replacement Vehicles	\$ 76,000	\$ 80,000	\$ 85,000	\$ 80,000	\$ 85,000	\$ 406,000
Police Dept Expansion			\$ 2,000,000			\$ 2,000,000
Weapon Replacement				\$ 10,000		\$ 10,000
Vehicle Computer Replacement					\$ 25,000	\$ 25,000
FD Chief Vehicle Replacement		\$ 30,000				\$ 30,000
FD Dep Chief Vehicle Replacement			\$ 30,000			\$ 30,000
FD Engine Replacement		\$ 600,000				\$ 600,000
FD Ladder Replacement						\$ -
South End Fire Department	\$ 5,734,000					\$ 5,734,000
Temporary Housing	\$ 35,000					\$ 35,000
North End Fire Department	\$ 350,000					\$ 350,000
Equipment Replacement		\$ 30,500	\$ 20,500	\$ 39,300	\$ 35,300	\$ 125,600
PW Loader	\$ 200,000					\$ 200,000
PW Dump Truck	\$ 45,000					\$ 45,000
Vacuum Truck	\$ 40,000					\$ 40,000
Replacement Vehicle		\$ 40,000	\$ 45,000		\$ 50,000	\$ 135,000
Bucket Truck			\$ 45,000			\$ 45,000
Mowing Equipment				\$ 35,000		\$ 35,000
Admin Replacement Vehicle			\$ 30,000			\$ 30,000
Off Site EOC / Storage		\$ 1,000,000				\$ 1,000,000
Computer Replacement		\$ 20,000				\$ 20,000
Planning Replacement Vehicle		\$ 30,000				\$ 30,000
Total:	\$ 6,480,000	\$ 1,830,500	\$ 2,255,500	\$ 164,300	\$ 195,300	\$ 10,925,600

Analysis of Revenue and Cost Projections

FY 22-23 - FY 27-28

General Fund	2022-23 Projected	2023-24 Estimated	2024-25 Estimated	2025-26 Estimated	2026-27 Estimated	2027-28 Estimated
Personnel Services	\$ 3,537,920.00	\$ 3,714,816.00	\$ 3,900,556.80	\$ 4,095,584.64	\$ 4,300,363.87	\$ 4,515,382.07
Operations & Maintenance	\$ 2,029,700.36	\$ 2,131,185.38	\$ 2,237,744.65	\$ 2,349,631.88	\$ 2,467,113.47	\$ 2,590,469.15
Capital Equipment	\$ 951,000.00	\$ 230,500.00	\$ 255,500.00	\$ 164,300.00	\$ 195,300.00	\$ 115,000.00
Estimated Total Costs	\$ 6,518,620.36	\$ 6,076,501.38	\$ 6,393,801.45	\$ 6,609,516.52	\$ 6,962,777.35	\$ 7,220,851.21
Ad Valorem*	\$ 2,690,898.00	\$ 2,717,806.98	\$ 2,744,985.05	\$ 2,772,434.90	\$ 2,800,159.25	\$ 2,828,160.84
Sales & Use Tax	\$ 1,864,500.00	\$ 1,957,725.00	\$ 2,055,611.25	\$ 2,158,391.81	\$ 2,266,311.40	\$ 2,379,626.97
Other Taxes	\$ 477,150.00	\$ 481,921.50	\$ 486,740.72	\$ 491,608.12	\$ 496,524.20	\$ 501,489.45
Permits/Fees	\$ 898,324.36	\$ 907,307.60	\$ 916,380.68	\$ 925,544.49	\$ 934,799.93	\$ 1,131,107.92
Other Revenues	\$ 140,796.00	\$ 142,203.96	\$ 143,626.00	\$ 145,062.26	\$ 146,512.88	\$ 147,978.01
Estimated Total Revenues	\$ 6,071,668.36	\$ 6,206,965.04	\$ 6,347,343.69	\$ 6,493,041.58	\$ 6,644,307.67	\$ 6,988,363.19
Capital Improvements Fund						
South End Fire Department	\$ 573,400.00	\$ 573,400.00	\$ 573,400.00	\$ 573,400.00	\$ 573,400.00	\$ 573,400.00
Fire Truck	\$ -	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00
Offsite EOC / Storage	\$ -	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -
Police Department Expansion	\$ -	\$ -	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00
Estimated Total Costs	\$ 573,400.00	\$ 1,693,400.00	\$ 1,093,400.00	\$ 1,093,400.00	\$ 1,093,400.00	\$ 1,093,400.00
Ad Valorem**	\$ 389,280.00	\$ 393,172.80	\$ 397,104.53	\$ 401,075.57	\$ 405,086.33	\$ 409,137.19
Estimated Total Revenues	\$ 389,280.00	\$ 393,172.80	\$ 397,104.53	\$ 401,075.57	\$ 405,086.33	\$ 409,137.19
Revenues Needed	\$ 631,072.00	\$ 1,169,763.53	\$ 742,753.22	\$ 808,799.36	\$ 1,006,783.35	\$ 916,750.83

*Based on current revenue neutral General Fund tax rate of \$0.28/\$100 and an estimated 1% annual growth

*With the new tax values, 0.01 = \$154,710

**Based on current revenue neutral CIF tax rate of \$0.04/\$100 and an estimated 1% annual growth

Tax Levy Examples

- Last year your home was valued at \$400,000 for taxes.
- At last year's NTB tax rate of \$0.46 per \$100 valuation that equated to \$1,840 in taxes.
[$(400,000 * .46) / 100$]
- With the reappraisal, your home is now valued at \$650,000.
- Your NTB taxes could be as follows, based on the tax rate set:



Revenue Neutral -
\$0.2848/\$100
valuation
 $(650,000 * .2848) / 100 =$
\$1,851.20

Tax Rate: \$0.35/\$100
valuation
 $(650,000 * 0.35) / 100 =$
\$2,275.00
*\$435 increase

Tax Rate: \$0.40/\$100
valuation
 $(650,000 * 0.40) / 100 =$
\$2,600.00
*\$760 increase

Tax Rate: \$0.45/\$100
valuation
 $(650,000 * 0.45) / 100 =$
\$2,925.00
*\$1,085 increase



Example 2

- Last year your home was valued at \$170,000 for taxes.
- At last year's NTB tax rate of \$0.46 per \$100 valuation that equated to \$782 in taxes.
[$(170,000 * .46) / 100$]
- With the reappraisal, your home is now valued at \$340,000.
- Your NTB taxes could be as follows, based on the tax rate set:

Revenue Neutral -
\$0.2848/\$100
valuation

 $(340,000 * .2848) / 100 =$
\$968.32

Tax Rate: \$0.35/\$100
valuation

 $(340,000 * 0.35) / 100 =$
\$1,190.00

*\$408 increase

Tax Rate: \$0.40/\$100
valuation

 $(340,000 * 0.40) / 100 =$
\$1,360.00

*\$578 increase

Tax Rate: \$0.45/\$100
valuation

 $(340,000 * 0.45) / 100 =$
\$1,530.00

*\$748 increase

Example 3

- Last year your home was valued at \$675,000 for taxes.
- At last year's NTB tax rate of \$0.46 per \$100 valuation that equated to \$3,105 in taxes.
[$(675,000 \cdot .46) / 100$]
- With the reappraisal, your home has almost doubled, now valued at \$1,200,000.
- Your NTB taxes could be as follows, based on the tax rate set:



Revenue Neutral -
\$0.2848/\$100
valuation

$$(1,200,000 \cdot .2848) / 100 = \$3,417.60$$

Tax Rate: \$0.35/\$100
valuation

$$(1,200,000 \cdot 0.35) / 100 = \$4,200.00$$

*\$1,095 increase

Tax Rate: \$0.40/\$100
valuation

$$(1,200,000 \cdot 0.40) / 100 = \$4,800.00$$

*\$1,695 increase

Tax Rate: \$0.45/\$100
valuation

$$(1,200,000 \cdot 0.45) / 100 = \$5,400.00$$

*\$2,295 increase

Tax Conversation

Fiscal Year		Assessed Value	Valuation + / -	% Change	MOTV	Levy without MOTV
2022-2023	Revaluation	1,589,800,000	599,800,000	60.59%	17,700,000	1,572,100,000
2021-2022		990,000,000	19,590,000	2.02%	16,800,000	973,200,000

Revenue Neutral Tax Rate	\$0.2848	\$ 4,477,307.40
--------------------------	----------	-----------------



Rate	Amount	Additional	90% Net
@ 30	\$ 4,716,300.00	\$ 239,580.00	\$ 215,622.00
@ 31	\$ 4,873,510.00	\$ 396,790.00	\$ 357,111.00
@ 32	\$ 5,030,720.00	\$ 554,000.00	\$ 498,600.00
@ 33	\$ 5,187,930.00	\$ 711,210.00	\$ 640,089.00
@ 34	\$ 5,345,140.00	\$ 868,420.00	\$ 781,578.00
@ 35	\$ 5,502,350.00	\$ 1,025,630.00	\$ 923,067.00
@ 36	\$ 5,659,560.00	\$ 1,182,840.00	\$ 1,064,556.00
@ 37	\$ 5,816,770.00	\$ 1,340,050.00	\$ 1,206,045.00
@ 38	\$ 5,973,980.00	\$ 1,497,260.00	\$ 1,347,534.00
@ 39	\$ 6,131,190.00	\$ 1,654,470.00	\$ 1,489,023.00
@ 40	\$ 6,288,400.00	\$ 1,811,680.00	\$ 1,630,512.00
@ 41	\$ 6,445,610.00	\$ 1,968,890.00	\$ 1,772,001.00
@ 42	\$ 6,602,820.00	\$ 2,126,100.00	\$ 1,913,490.00
@ 43	\$ 6,760,030.00	\$ 2,283,310.00	\$ 2,054,979.00
@ 44	\$ 6,917,240.00	\$ 2,440,520.00	\$ 2,196,468.00
@ 45	\$ 7,074,450.00	\$ 2,597,730.00	\$ 2,337,957.00

Budget Calendar

COMPLETED:

- **Budget Workshop 1**
– *March 30th*
- **Budget Workshop 2**
– *April 13th*
- **Budget Workshop 3 & Public Hearing**
– *May 23rd*

TO COMPLETE:

- **Budget /Ordinance Adoption –**
Date to be scheduled; at least 10 days from public hearing per statute



Public Hearing Will Begin Shortly

Town of 

NORTH TOPSAIL BEACH

FOUNDED IN 1990 *Nature's Tranquil Beauty* **NORTH CAROLINA**

BOARD OF ALDERMEN MEMORANDUM

TO: MAYOR MCDERMON AND ALDERMEN
FROM: Caitlin Elliott, Finance Officer
SUBJECT: Monthly Financial Report
DATE: June 21, 2022

The following events occurred during the month of June of 2022 in the Finance Department:

- As of June 8th, the fiscal year 2022 – 2023 budget was passed by the Board of Aldermen. Thanks to the Board and the staff for all their time and hard work in making this as smooth of a process as possible!
- Finance will be implementing the new budget, conducting end of year fiscal tasks, as well as preparing for the annual audit during the end of June and into July.
- The final 25% reimbursement for the FEMA Town Park project was received at the end of May! This project repaired Richard C. Peters Park after Hurricane Florence and the reimbursement was in the amount of \$49,830.11.
- Expenses for the CAT G beach renourishment project have been submitted and we are awaiting reimbursement for those at this time.
- Beginning conversations have been held with DEC Associates and our Beach Engineer, Fran Way, regarding the second tranche for the CAT G project. At this time, bids are expected in September, and we would present to the Local Government Commission in October. The permits obtained for the first tranche cover the entirety of the project, so we will not have to wait on those this time around.
- We received \$153,489 from Onslow County from their approved Tourism Grant funds. This was applied to the Town's payment of the USDA loan earlier this year.
- This month's packet contains a current Budget to Actual Report as well as a graph for the period.
- May's paid parking revenues yielded \$100,883.

- For property taxes this month, we have received \$ 2,850.66 from Onslow County. May's Motor Vehicle Taxes are pending, totaling \$6,129.25.
- During June we processed approximately \$3,073,206 in accounts payable. A copy of the check registers is enclosed for review.
- We have collected \$163,109.42 (\$51,651.69 pending deposit) for Occupancy Taxes so far during June from short-term rentals during the month of May. The report is attached. For revenue comparisons, last year during the same period we collected \$153,800. As stated in previous memos, we anticipated to receive \$1,500,000 in occupancy tax revenues this year and have already exceeded that figure, collecting \$1,887,187.79 year-to-date (\$1,938,839 once the pending deposit is posted).
- This month we received \$259,561.59 for Sales and Use Tax, for April collections. Last year, for comparison, we collected \$248,041.31 for the same period. We also received the Utility Franchise Tax, which we receive quarterly, for \$82,669.87.

If anyone has any questions, concerns, or needs additional information, please do not hesitate to ask!

Respectfully submitted,



Caitlin Elliott
Finance Officer

Budget vs Actual

NORTH TOPSAIL BEACH
6/21/2022 11:20:00 AM

Period Ending 6/30/2022

10 GENERAL FUND							
Description	Budget	Encumbrance	MTD	YTD	Variance	Percent	
Revenues							
10-301-00 AD VALOREM TAX - Current Year	2,690,898	0.00	1,683.21	2,667,524.42	(23,373.58)	99%	
10-301-01 AD VALOREM TAX - Prior Years	50,000	0.00	45.32	37,207.02	(12,792.98)	74%	
10-301-02 AD VALOREM TAX - MOTV	55,000	0.00	0.00	70,772.09	15,772.09	129%	
10-317-00 AD VALOREM TAX Penalties	3,000	0.00	0.00	1,860.93	(1,139.07)	62%	
10-317-01 COUNTY TOURISM GRANT	125,000	0.00	0.00	30,481.24	(94,518.76)	24%	
10-325-00 PRIVILEGE LICENSES	100	0.00	0.00	0.00	(100.00)		
10-329-00 INTEREST	15,000	0.00	133.97	17,326.65	2,326.65	116%	
10-330-01 P&L INSURANCE PROCEEDS	79,715	0.00	0.00	0.00	(79,715.00)		
10-335-00 MISCELLANEOUS	5,000	0.00	0.00	16,441.35	11,441.35	329%	
10-337-00 UTILITIES FRANCHISE TAX	300,000	0.00	82,669.87	315,477.03	15,477.03	105%	
10-341-00 BEER & WINE TAX	3,400	0.00	0.00	4,037.61	637.61	119%	
10-343-00 POWELL BILL ALLOCATIONS	25,000	0.00	0.00	33,807.76	8,807.76	135%	
10-345-00 LOCAL OPTION SALES TAX	1,695,000	0.00	193,373.38	2,080,016.77	385,016.77	123%	
10-347-02 SOLID WASTE DISP TAX	500	0.00	0.00	730.74	230.74	146%	
10-350-00 RECREATION -RENTAL FEES	1,500	0.00	675.00	2,550.00	1,050.00	170%	
10-350-01 PAID PARKING REVENUE	150,000	0.00	27,885.00	113,281.50	(36,718.50)	76%	
10-351-01 OFFICER CITATIONS & COURT	5,000	0.00	586.00	2,555.50	(2,444.50)	51%	
10-351-02 POLICE ESHARE ACCOUNT	0	0.00	0.00	70.00	70.00		
10-351-03 BODY ARMOR REIMBURSEMENT	2,000	0.00	0.00	0.00	(2,000.00)		
10-352-01 FIRE FINES & VIOLATIONS	2,000	0.00	0.00	225.00	(1,775.00)	11%	
10-352-02 PARKING/CODE ENFORCEMENT FINES	20,000	0.00	250.00	800.00	(19,200.00)	4%	
10-352-03 PLANNING DEPT. FEES	6,000	0.00	0.00	550.00	(5,450.00)	9%	
10-355-00 BUILDING PERMITS	70,000	0.00	8,635.75	119,569.31	49,569.31	171%	
10-355-01 MECHANICAL PERMITS	15,000	0.00	840.00	15,405.00	405.00	103%	
10-355-02 ELECTRICAL PERMITS	15,000	0.00	1,120.00	24,306.00	9,306.00	162%	
10-355-03 PLUMBING PERMITS	2,500	0.00	140.00	2,170.00	(330.00)	87%	
10-355-04 INSULATION PERMITS	500	0.00	0.00	0.00	(500.00)		

Budget vs Actual

NORTH TOPSAIL BEACH
6/21/2022 11:20:00 AM

Period Ending 6/30/2022

10 GENERAL FUND							
Description	Budget	Encumbrance	MTD	YTD	Variance	Percent	
10-355-05 HOMEOWNERS RECOVERY FEE	200	0.00	40.00	406.00	206.00	203%	
10-355-06 TECHNOLOGY FEE	6,500	0.00	563.60	8,679.67	2,179.67	134%	
10-355-07 REINSPECTION FEE/FINES	3,000	0.00	0.00	1,875.00	(1,125.00)	63%	
10-357-08 ZONING PERMITS	20,000	0.00	2,300.00	22,200.00	2,200.00	111%	
10-359-00 REFUSE COLLECTION FEES	500,412	0.00	41,238.45	447,698.66	(52,713.34)	89%	
10-359-50 VACANT LOT SWF	10,000	0.00	0.00	8,850.00	(1,150.00)	89%	
10-359-51 LOST CART REPLACEMENT	2,000	0.00	0.00	1,040.00	(960.00)	52%	
10-359-52 ADD'L CART RECYCLING	2,500	0.00	560.00	2,320.00	(180.00)	93%	
10-367-01 SALES TAX REFUNDS	20,000	0.00	0.00	0.00	(20,000.00)		
10-368-01 GRASS MOWING REIMB	8,159	0.00	0.00	8,159.46	0.46	100%	
10-368-02 GRANT FUNDS	359,678	0.00	0.00	303,094.59	(56,583.41)	84%	
10-382-00 SALE OF LESO ASSETS	9,205	0.00	0.00	4,205.00	(5,000.00)	46%	
10-383-00 SALE OF FIXED ASSETS	20,000	0.00	0.00	51,840.00	31,840.00	259%	
10-399-00 APPROP. FUND BALANCE	22,316	0.00	0.00	0.00	(22,316.00)		
Revenues Totals:	6,321,083	0.00	362,739.55	6,417,534.30	96,451.30	102%	
Expenses							
10-410-02 SALARIES	36,000	0.00	3,000.00	35,500.00	500.00	99%	
10-410-05 FICA (7.65%)	2,754	0.00	229.50	2,715.75	38.25	99%	
10-410-33 DEPARTMENTAL SUPPLIES	1,500	0.00	0.00	1,126.09	373.91	75%	
10-410-42 CHARTER CODES SERVICE	5,000	0.00	0.00	2,000.00	3,000.00	40%	
10-410-43 AUDITOR FEES	15,000	0.00	0.00	15,362.45	(362.45)	102%	
10-410-45 TAX COLLECTION FEES	40,000	0.00	0.00	47,823.28	(7,823.28)	120%	
10-410-47 PROFESSIONAL SERVICES	122,316	0.00	2,041.40	83,122.01	39,193.99	68%	
10-410-50 DONATIONS OTHER AGENCIES	3,500	0.00	0.00	2,175.00	1,325.00	62%	
10-410-53 DUES & SUBSCRIPTIONS	2,750	0.00	0.00	1,881.00	869.00	68%	
10-410-57 MISCELLANEOUS	2,000	0.00	0.00	1,576.61	423.39	79%	
10-410-58 TAX REFUNDS	1,500	0.00	0.00	1,854.46	(354.46)	124%	
10-410-95 BOARD STIPEND	3,600	0.00	0.00	3,500.00	100.00	97%	
GOVERNING BODY Totals:	235,920	0.00	5,270.90	198,636.65	37,283.35	84%	

Budget vs Actual

NORTH TOPSAIL BEACH
6/21/2022 11:20:00 AM

Period Ending 6/30/2022

10-420-02 SALARIES	290,006	0.00	26,191.82	271,414.98	18,591.02	94%
10-420-05 FICA (7.65%)	21,473	0.00	1,998.06	20,559.99	913.26	96%
10-420-06 GROUP INSURANCE	31,630	0.00	185.00	23,540.54	8,089.46	74%
10-420-07 ORBIT RETIREMENT (11.53%)	32,245	0.00	3,019.90	31,184.51	1,060.14	97%
10-420-08 401K (3%)	8,715	0.00	724.85	7,351.96	1,363.04	84%
10-420-09 TOWN INSURANCE HRA	20,000	0.00	1,128.44	24,418.20	(4,418.20)	122%
10-420-10 EMPLOYEE TRAINING	4,880	0.00	0.00	2,491.25	2,388.75	51%
10-420-11 POSTAGE	2,500	0.00	0.00	2,200.66	299.34	88%
10-420-12 MANAGER EXPENSE ACCT	6,000	0.00	0.00	5,877.23	122.77	98%
10-420-13 TUITION REIMBURSEMENT	2,500	0.00	0.00	0.00	2,500.00	
10-420-15 BANK CHARGES	2,500	0.00	0.00	1,514.20	985.80	61%
10-420-16 M & R EQUIPMENT	2,020	0.00	0.00	2,047.20	(27.20)	101%
10-420-17 M & R VEHICLE	100	0.00	0.00	124.94	(24.94)	125%
10-420-18 CONSUMABLES	4,000	0.00	0.00	2,042.88	1,957.12	51%
10-420-26 ADVERTISING	1,500	0.00	0.00	1,108.48	391.52	74%
10-420-31 GAS, OIL & TIRES	1,200	0.00	0.00	545.68	654.32	45%
10-420-33 DEPARTMENT SUPPLIES	8,194	0.00	819.41	8,113.34	80.66	99%
10-420-34 TOWN APPAREL EXPENSE	500	0.00	81.00	649.38	(149.38)	130%
10-420-45 CONTRACTED SERVICES	61,500	0.00	6,777.66	57,902.41	3,597.59	94%
10-420-53 DUES & SUBSCRIPTIONS	5,000	0.00	11.00	6,390.43	(1,390.43)	128%
10-420-57 MISCELLANEOUS	500	0.00	0.00	468.96	31.04	94%
10-420-58 EMPLOYEE ENGAGEMENT	9,800	0.00	0.00	9,366.34	433.66	96%
10-420-76 EQUIPMENT LEASE PAYMENTS	27,500	0.00	0.00	25,797.26	1,702.74	94%
ADMINISTRATION Totals:	544,263	0.00	40,937.14	505,110.82	39,152.08	93%
10-430-57 ELECTION EXPENSES	4,700	0.00	0.00	2,917.52	1,782.48	62%
ELECTIONS Totals:	4,700	0.00	0.00	2,917.52	1,782.48	62%
10-490-02 SALARIES	88,000	0.00	6,700.18	86,898.81	1,101.19	99%
10-490-03 PART-TIME SALARIES	15,000	0.00	981.82	12,728.07	2,271.93	85%
10-490-05 FICA (7.65%)	7,880	0.00	587.67	7,621.54	257.96	97%
10-490-06 GROUP INSURANCE	7,910	0.00	46.25	7,305.81	604.19	92%
10-490-07 ORBIT RETIREMENT (11.53%)	10,146	0.00	772.52	10,019.36	127.04	99%

Budget vs Actual

NORTH TOPSAIL BEACH
6/21/2022 11:20:00 AM

Period Ending 6/30/2022

10 GENERAL FUND							
Description	Budget	Encumbrance	MTD	YTD	Variance	Percent	
10-490-08 401K (3%)	2,640	0.00	201.00	2,593.46	46.54	98%	
10-490-10 EMPLOYEE TRAINING	2,000	0.00	0.00	1,187.74	812.26	59%	
10-490-16 EQUIPMENT MAINT & REPAIR	500	0.00	0.00	0.00	500.00		
10-490-17 M & R VEHICLES	1,000	0.00	0.00	229.40	770.60	23%	
10-490-31 GAS, OIL, & TIRES	500	0.00	0.00	641.05	(141.05)	128%	
10-490-33 DEPARTMENTAL SUPPLIES	0	0.00	0.00	595.00	(595.00)		
10-490-45 CONTRACTED SERVICES	5,000	0.00	0.00	4,800.00	200.00	96%	
10-490-53 DUES & SUBSCRIPTIONS	1,000	0.00	0.00	1,059.00	(59.00)	106%	
10-490-57 MISCELLANEOUS	250	0.00	0.00	284.49	(34.49)	114%	
10-490-58 CRS FLOOD ACTIVITY	1,400	0.00	0.00	0.00	1,400.00		
PLANNING/ZONING/CAMA Totals:	143,226	0.00	9,289.44	135,963.73	7,262.17	95%	
10-491-02 SALARIES	142,000	0.00	9,956.16	130,564.76	11,435.24	92%	
10-491-05 FICA (7.65%)	10,863	0.00	749.60	9,871.73	991.27	91%	
10-491-06 GROUP INSURANCE	17,200	0.00	185.00	14,704.12	2,495.88	85%	
10-491-07 ORBIT RETIREMENT (11.53%)	16,373	0.00	1,147.94	13,612.95	2,759.65	83%	
10-491-08 401K (3%)	4,260	0.00	298.69	3,523.98	736.02	83%	
10-491-10 EMPLOYEE TRAINING	6,400	0.00	36.00	3,426.13	2,973.87	54%	
10-491-17 M & R VEHICLES	500	0.00	0.00	0.00	500.00		
10-491-31 GAS, OIL & TIRES	3,000	0.00	0.00	1,617.43	1,382.57	54%	
10-491-45 CONTRACTED SERVICES	9,000	0.00	0.00	6,985.00	2,015.00	78%	
10-491-53 DUES & SUBSCRIPTIONS	1,500	0.00	0.00	1,146.30	353.70	76%	
10-491-57 MISCELLANEOUS	500	0.00	0.00	173.99	326.01	35%	
10-491-75 DEBT SERVICE	10,651	0.00	0.00	10,650.44	0.56	100%	
INSPECTIONS Totals:	222,247	0.00	12,373.39	196,276.83	25,969.77	88%	
10-500-11 PHONES	30,000	0.00	0.00	24,593.35	5,406.65	82%	
10-500-13 UTILITIES	50,000	0.00	216.44	39,933.63	10,066.37	80%	
10-500-15 M & R BUILDINGS/GROUNDS	44,750	(47,746.88)	0.00	38,983.57	53,513.31	-20%	
10-500-17 LANDSCAPING EXPENSE	30,600	0.00	0.00	31,715.34	(1,115.34)	104%	
10-500-33 BUILDING SUPPLIES	4,900	0.00	0.00	4,150.30	749.70	85%	

Budget vs Actual

NORTH TOPSAIL BEACH
6/21/2022 11:20:00 AM

Period Ending 6/30/2022

10 GENERAL FUND							
Description	Budget	Encumbrance	MTD	YTD	Variance	Percent	
10-500-35 FURNITURE	50,000	0.00	7,907.79	55,293.73	(5,293.73)	111%	
10-500-43 CLEANING SERVICES	1,000	0.00	0.00	730.20	269.80	73%	
10-500-45 PEST CONTROL	1,500	0.00	0.00	1,344.00	156.00	90%	
10-500-57 TOWN SIGN M & R	28,500	0.00	0.00	32,442.50	(3,942.50)	114%	
10-500-58 WEB EOC SERVICE	1,500	0.00	0.00	1,125.00	375.00	75%	
10-500-74 CAPITAL OUTLAY	850,637	0.00	7,510.54	691,126.80	159,510.04	81%	
PUBLIC BLDGS Totals:	1,093,387	(47,746.88)	15,634.77	921,438.42	219,695.30	80%	
10-501-09 WORKER'S COMPENSATION	51,500	0.00	0.00	50,504.02	995.98	98%	
10-501-13 PROPERTY LIABILITY & BONDS	106,000	0.00	0.00	105,189.00	811.00	99%	
10-501-17 VFIS INSURANCE	22,250	0.00	0.00	21,910.17	339.83	98%	
10-501-54 FLOOD INSURANCE	3,000	0.00	0.00	2,541.00	459.00	85%	
INSURANCE Totals:	182,750	0.00	0.00	180,144.19	2,605.81	99%	
10-509-02 PSA SALARY	15,905	0.00	1,223.34	15,903.42	1.58	100%	
10-509-05 FICA (7.65%)	1,220	0.00	93.58	1,216.54	3.46	100%	
PSA - RETIRED POLICE OFFICERS Totals:	17,125	0.00	1,316.92	17,119.96	5.04	100%	
10-510-02 SALARIES	765,000	0.00	52,726.66	697,589.45	67,410.55	91%	
10-510-03 PART-TIME SALARIES	4,237	0.00	1,045.66	8,035.44	(3,798.44)	190%	
10-510-04 OVERTIME	39,000	0.00	2,874.16	19,898.92	19,101.08	51%	
10-510-05 FICA (7.65%)	62,978	0.00	4,362.09	55,252.74	7,724.89	88%	
10-510-06 GROUP INSURANCE	104,000	0.00	477.02	65,305.28	38,694.72	63%	
10-510-07 ORBIT RETIREMENT (12.04%)	91,500	0.00	6,651.98	85,844.07	5,655.93	94%	
10-510-08 401K (5%)	36,500	0.00	2,518.62	33,490.74	3,009.26	92%	
10-510-09 BEACH PATROL EXPENSE	15,000	0.00	1,056.00	1,416.00	13,584.00	9%	
10-510-10 EMPLOYEE TRAINING	7,000	(1,035.00)	0.00	3,591.14	4,443.86	37%	
10-510-16 MAINT & REPAIR EQUIP	3,500	0.00	0.00	1,579.25	1,920.75	45%	
10-510-17 MAINT & REPAIR VEHICLES	11,000	0.00	225.00	10,410.29	589.71	95%	
10-510-31 GAS,OIL & TIRES	45,000	0.00	0.00	48,742.30	(3,742.30)	108%	
10-510-32 OFFICE SUPPLIES	1,000	0.00	0.00	592.46	407.54	59%	

Budget vs Actual

NORTH TOPSAIL BEACH
6/21/2022 11:20:00 AM

Period Ending 6/30/2022

10 GENERAL FUND							
Description	Budget	Encumbrance	MTD	YTD	Variance	Percent	
10-510-33 DEPARTMENTAL SUPPLIES	10,720	0.00	0.00	6,699.88	4,020.12	62%	
10-510-36 UNIFORMS	11,000	0.00	0.00	8,593.08	2,406.92	78%	
10-510-37 BALLISTIC VEST GRANT EXPENSE	4,570	0.00	0.00	1,927.98	2,642.02	42%	
10-510-47 PROFESSIONAL SERVICES	4,160	0.00	0.00	1,668.25	2,491.75	40%	
10-510-53 DUES & SUBSCRIPTIONS	10,184	0.00	0.00	7,100.32	3,083.68	70%	
10-510-57 K-9 EXPENSES	330	0.00	0.00	329.96	0.04	100%	
10-510-60 LESO PROGRAM	9,205	0.00	0.00	720.00	8,485.00	8%	
10-510-73 NON-CAPITAL OUTLAY	14,950	16,747.37	0.00	52,918.17	(54,715.54)	466%	
10-510-74 CAPITAL OUTLAY	69,000	(88.20)	0.00	69,366.78	(278.58)	100%	
10-510-75 DEBT SERVICE	35,712	0.00	0.00	35,712.00	0.00	100%	
10-510-76 TAXES & TITLES	2,085	0.00	0.00	1,857.36	227.64	89%	
POLICE Totals:	1,357,631	15,624.17	71,937.19	1,218,641.86	123,364.60	91%	
10-545-02 SALARIES	176,500	0.00	13,022.52	158,509.62	17,990.38	90%	
10-545-03 PART-TIME SALARIES	35,500	0.00	1,701.06	36,866.70	(1,366.70)	104%	
10-545-04 OVERTIME	2,000	0.00	584.44	2,544.74	(544.74)	127%	
10-545-05 FICA (7.65%)	16,371	0.00	1,171.04	15,118.59	1,252.41	92%	
10-545-06 GROUP INSURANCE	31,630	0.00	185.00	24,742.27	6,887.73	78%	
10-545-07 ORBIT RETIREMENT (11.53%)	24,674	0.00	1,765.01	20,597.25	4,076.95	83%	
10-545-08 401K (3%)	6,420	0.00	408.21	4,722.21	1,697.79	74%	
10-545-14 EMPLOYEE TRAINING	1,000	0.00	0.00	0.00	1,000.00		
10-545-16 MAINT & REPAIR EQUIP	15,000	0.00	867.44	10,947.65	4,052.35	73%	
10-545-17 MAINT & REPAIR VEHICLES	5,000	0.00	0.00	3,948.41	1,051.59	79%	
10-545-31 GAS, OIL & TIRES	14,000	0.00	0.00	10,151.38	3,848.62	73%	
10-545-32 OFFICE SUPPLIES	150	0.00	0.00	37.43	112.57	25%	
10-545-33 DEPARTMENTAL SUPPLIES	8,000	0.00	0.00	7,948.19	51.81	99%	
10-545-34 MOSQUITO CONTROL EXPENSE	1,000	0.00	0.00	227.59	772.41	23%	
10-545-36 UNIFORMS	1,500	0.00	0.00	644.47	855.53	43%	
10-545-57 MISCELLANEOUS	100	0.00	0.00	25.00	75.00	25%	

Budget vs Actual

NORTH TOPSAIL BEACH
6/21/2022 11:20:00 AM

Period Ending 6/30/2022

10 GENERAL FUND							
Description	Budget	Encumbrance	MTD	YTD	Variance	Percent	
10-545-75 DEBT SERVICE	11,053	0.00	0.00	11,052.35	0.65	100%	
PUBLIC WORKS Totals:	349,898	0.00	19,704.72	308,083.85	41,814.35	88%	
10-560-13 STREET LIGHT EXPENSE	30,000	0.00	2,426.41	26,493.25	3,506.75	88%	
10-560-15 M & R PUBLIC PARKING	16,000	0.00	7,500.00	7,562.84	8,437.16	47%	
10-560-33 DEPARTMENTAL SUPPLIES	4,000	0.00	0.00	1,466.15	2,533.85	37%	
10-560-43 TOWN ENTRANCE SIGNS	1,000	0.00	0.00	0.00	1,000.00		
10-560-73 STREET PAVING & REPAIR	3,000	0.00	0.00	2,790.00	210.00	93%	
STREETS Totals:	54,000	0.00	9,926.41	38,312.24	15,687.76	71%	
10-580-45 SANITATION CONTRACTS	401,912	0.00	32,541.89	358,108.07	43,803.93	89%	
10-580-46 TIPPING FEES	68,500	0.00	0.00	74,557.57	(6,057.57)	109%	
10-580-47 RECYCLING	21,250	0.00	463.12	8,364.32	12,885.68	39%	
SANITATION Totals:	491,662	0.00	33,005.01	441,029.96	50,632.04	90%	
10-620-12 SNOWFLAKES	3,000	0.00	0.00	2,405.44	594.56	80%	
10-620-14 PARK WELL	500	0.00	0.00	3,625.00	(3,125.00)	725%	
10-620-15 PARK MAINTENANCE	5,000	0.00	0.00	4,531.41	468.59	91%	
10-620-17 PARK LANDSCAPING	500	0.00	0.00	929.52	(429.52)	186%	
10-620-27 SPECIAL EVENTS	1,500	0.00	0.00	750.00	750.00	50%	
10-620-33 PARK SUPPLIES	11,500	0.00	0.00	6,011.11	5,488.89	52%	
RECREATION Totals:	22,000	0.00	0.00	18,252.48	3,747.52	83%	
10-690-02 SALARIES	804,500	0.00	61,574.65	782,231.29	22,268.71	97%	
10-690-03 VOL INCENTIVE PAY	5,000	0.00	0.00	25.00	4,975.00	1%	
10-690-04 OVERTIME	35,000	0.00	3,630.42	48,399.83	(13,399.83)	138%	
10-690-05 FICA (7.65%)	64,604	0.00	4,916.92	62,480.45	2,123.80	97%	
10-690-06 GROUP INSURANCE	134,500	0.00	740.00	106,731.30	27,768.70	79%	
10-690-07 ORBIT RETIREMENT (11.53%)	96,794	0.00	7,518.14	95,771.70	1,022.65	99%	
10-690-08 401K (3%)	25,185	0.00	1,954.28	24,783.08	401.92	98%	
10-690-10 EMPLOYEE TRAINING	5,000	409.38	0.00	4,287.10	303.52	94%	
10-690-16 M & R EQUIPMENT	17,500	0.00	(66.00)	3,412.52	14,087.48	20%	

Budget vs Actual

NORTH TOPSAIL BEACH
6/21/2022 11:20:00 AM

Period Ending 6/30/2022

10 GENERAL FUND							
Description	Budget	Encumbrance	MTD	YTD	Variance	Percent	
10-690-17 M & R VEHICLES	15,000	2,168.77	0.00	19,920.66	(7,089.43)	147%	
10-690-31 GAS, OIL & TIRES	14,000	0.00	197.47	13,184.29	815.71	94%	
10-690-32 OFFICE SUPPLIES	1,500	0.00	0.00	350.07	1,149.93	23%	
10-690-33 DEPARTMENTAL SUPPLIES	45,500	6,940.08	0.00	10,091.11	28,468.81	37%	
10-690-34 FIRE FIGHTER PHYSICALS	5,600	0.00	0.00	140.41	5,459.59	3%	
10-690-36 UNIFORMS	8,000	650.00	0.00	4,718.60	2,631.40	67%	
10-690-53 DUES & SUBSCRIPTIONS	8,500	0.00	0.00	8,932.48	(432.48)	105%	
10-690-56 FEDERAL FIRE GRANT EXPENSE	5,000	0.00	0.00	0.00	5,000.00		
10-690-57 MISCELLANEOUS	250	0.00	0.00	131.18	118.82	52%	
10-690-73 COMUNICATIONS EQUIP	6,000	1,267.50	0.00	2,662.57	2,069.93	66%	
10-690-75 DEBT SERVICE	37,000	0.00	0.00	42,768.56	(5,768.56)	116%	
FIRE DEPARTMENT Totals:	1,334,434	11,435.73	80,465.88	1,231,022.20	91,975.67	93%	
10-695-91 PLANNING BOARD EXPENSE	1,000	0.00	0.00	0.00	1,000.00		
10-695-92 BOARD OF ADJUSTMENT EXPENSE	1,000	0.00	0.00	0.00	1,000.00		
COMMITTEES Totals:	2,000	0.00	0.00	0.00	2,000.00		
10-720-08 CONTRACTS, PLANS & SPECS	48,000	0.00	0.00	39,366.50	8,633.50	82%	
10-720-10 BEACH LOBBIST CONTRACT	60,000	0.00	5,042.43	58,102.90	1,897.10	97%	
10-720-12 BEACH & ACCESS MAINTENANCE	50,000	1,270.78	0.00	12,705.85	36,023.37	28%	
10-720-14 BEACH RELATED MEETINGS & CONFERENCES	9,000	0.00	0.00	7,084.28	1,915.72	79%	
10-720-15 M & R DUNE & CROSSWALK	8,000	0.00	0.00	2,657.30	5,342.70	33%	
10-720-36 EASEMENT & LEGAL EXPENSES	1,000	0.00	0.00	0.00	1,000.00		
10-720-45 CONTRACTED SERVICES	10,000	0.00	0.00	9,489.00	511.00	95%	
10-720-53 ASBPA DUES & MEETINGS	2,500	0.00	0.00	0.00	2,500.00		
BEACH REN. / DUNE STAB. Totals:	188,500	1,270.78	5,042.43	129,405.83	57,823.39	69%	
10-999-01 CONTINGENCY	77,341	0.00	0.00	0.00	77,341.33		

Budget vs Actual

Section IX, Item B.

NORTH TOPSAIL BEACH
6/21/2022 11:20:00 AM

Page 9 Of 12

Period Ending 6/30/2022

	CONTINGENCY Totals:	77,341	0.00	0.00	0.00	77,341.33	
	Expenses Totals:	6,321,083	(19,416.20)	304,904.20	5,542,356.54	798,142.66	87%
10 GENERAL FUND	Revenues Over/(Under) Expenses:			57,835.35	875,177.76		

Budget vs Actual

NORTH TOPSAIL BEACH
6/21/2022 11:20:00 AM

Period Ending 6/30/2022

12 CAPITAL IMPROVEMENT FUND							
Description	Budget	Encumbrance	MTD	YTD	Variance	Percent	
Revenues							
12-301-00 AD VALOREM TAX (.04)	389,280	0.00	252.47	400,128.65	10,848.65	103%	
Revenues Totals:	389,280	0.00	252.47	400,128.65	10,848.65	103%	
Expenses							
12-750-01 PUBLIC SAFETY BUILDING	291,960	0.00	0.00	0.00	291,960.00		
12-750-02 FIRE TRUCK	97,320	0.00	0.00	0.00	97,320.00		
Totals:	389,280	0.00	0.00	0.00	389,280.00		
Expenses Totals:	389,280	0.00	0.00	0.00	389,280.00		
12 CAPITAL IMPROVEMENT FUND	Revenues Over/(Under) Expenses:		<u>252.47</u>	<u>400,128.65</u>			

Budget vs Actual

NORTH TOPSAIL BEACH
6/21/2022 11:20:00 AM

Period Ending 6/30/2022

15 AMERICAN RESCUE PLAN FUNDING								
Description	Budget	Encumbrance	MTD	YTD	Variance	Percent		
Revenues								
15-305-00 AMERICAN RESCUE PLAN FUNDING	118,396	0.00	0.00	118,396.10	0.00	100%		
Revenues Totals:	118,396	0.00	0.00	118,396.10	0.00	100%		
Expenses								
15-790-00 AMERICAN RESCUE PLAN	118,396	0.00	0.00	36,408.78	81,987.32	31%		
Totals:	118,396	0.00	0.00	36,408.78	81,987.32	31%		
Expenses Totals:	118,396	0.00	0.00	36,408.78	81,987.32	31%		
15 AMERICAN RESCUE PLAN FUNDING	Revenues Over/(Under) Expenses:		0.00	81,987.32				

Budget vs Actual

NORTH TOPSAIL BEACH
6/21/2022 11:20:00 AM

Period Ending 6/30/2022

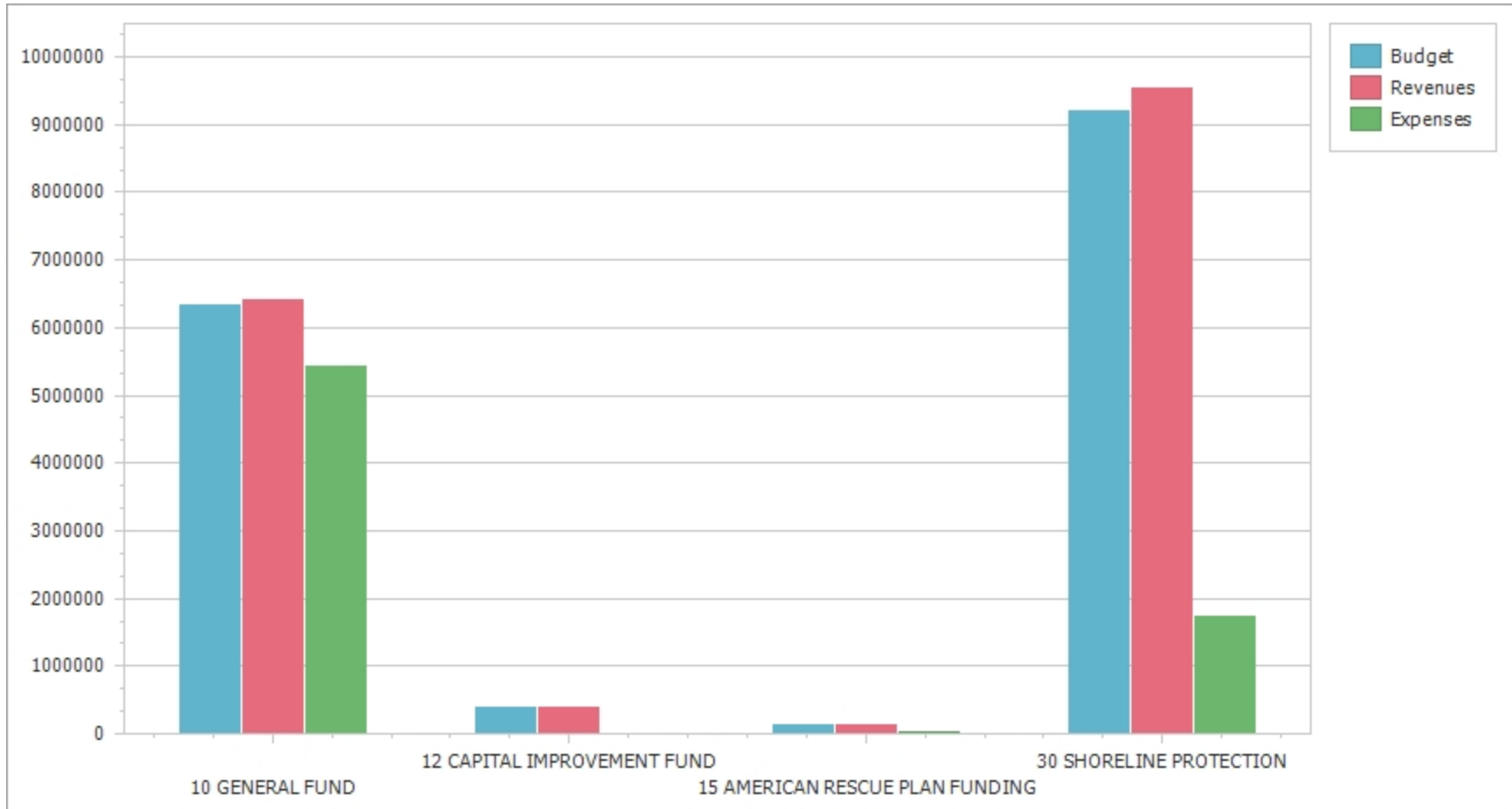
30 SHORELINE PROTECTION							
Description	Budget	Encumbrance	MTD	YTD	Variance	Percent	
Revenues							
30-301-00 ACCOMMODATION TAX	1,500,000	0.00	111,457.73	1,887,187.79	387,187.79	126%	
30-301-05 AD VALOREM TAX - Beach	1,396,542	0.00	869.66	1,378,220.90	(18,321.10)	99%	
30-329-00 INTEREST INCOME	1,000	0.00	0.00	2,688.31	1,688.31	269%	
30-345-00 LOCAL OPTION SALES TAX	594,430	0.00	66,188.21	711,952.07	117,522.07	120%	
30-348-05 County Reimbursements	178,600	0.00	153,489.00	153,489.00	(25,111.00)	86%	
30-348-09 FEMA REIMBURSEMENTS (POST HURRICANE)	3,382,100	0.00	0.00	3,431,929.76	49,830.11	101%	
30-350-00 STATE FUNDING	1,514,400	0.00	0.00	1,500,000.00	(14,400.00)	99%	
30-350-01 PAID PARKING REVENUE	600,000	0.00	72,998.25	446,522.80	(153,477.20)	74%	
30-383-02 SPECIAL ASSESSMENT	25,000	0.00	0.00	26,667.99	1,667.99	107%	
Revenues Totals:	9,192,072	0.00	405,002.85	9,538,658.62	346,586.97	104%	
Expenses							
30-720-04 FEMA Florence Truck Haul	2,465,000	0.00	24,923.75	943,963.11	1,521,036.89	38%	
30-720-07 Harden Structure Permit/Design	280,000	0.00	0.00	35,797.75	244,202.25	13%	
30-720-08 CONTRACTS, PLANS, SPECS	334,400	0.00	2,000.00	201,317.68	133,082.32	60%	
30-720-18 OTHER CONTRACTS & PLANS	60,000	0.00	0.00	0.00	60,000.00		
30-720-52 DUNE PROJECTS	1,678,600	0.00	280,942.67	280,942.67	1,397,657.33	17%	
30-720-58 2022A FEMA SOB FEES	67,500	0.00	44,100.00	114,100.00	(46,600.00)	169%	
30-720-59 2022B USDA SOB FEES	107,500	0.00	64,747.43	162,274.12	(54,774.12)	151%	
30-720-62 PHASE 5 DEBT SERVICE - USDA	900,115	0.00	0.00	0.00	900,115.00		
30-720-64 Sandbag Repair Project	200,000	0.00	0.00	0.00	200,000.00		
30-720-66 Due To USDA Reserve Fund	90,000	0.00	0.00	0.00	90,000.00		
30-720-68 Future Projects Fund	3,008,957	0.00	0.00	0.00	3,008,956.65		
BEACH REN. / DUNE STAB. Totals:	9,192,072	0.00	416,713.85	1,738,395.33	7,453,676.32	19%	
Expenses Totals:	9,192,072	0.00	416,713.85	1,738,395.33	7,453,676.32	19%	
30 SHORELINE PROTECTION			Revenues Over/(Under) Expenses:	(11,711.00)	7,800,263.29		

Budget vs Actual

NORTH TOPSAIL BEACH
6/21/2022 10:59:54 AM

Period Ending 6/30/2025

31 CAPITAL PROJECT BEACH MAINTENANCE							
Description	Budget	Encumbrance	MTD	YTD	Variance	Percent	
Revenues							
31-330-00 LOAN PROCEEDS	0	0.00	0.00	4,110,678.96	4,110,678.96		
31-348-08 FEMA REIMBURSEMENT	9,000,000	0.00	0.00	0.00	(9,000,000.00)		
Revenues Totals:	9,000,000	0.00	0.00	4,110,678.96	(4,889,321.04)	46%	
Expenses							
31-450-01 ENGINEERING & CONSTRUCTION PHASE SUPPORT	9,000	0.00	0.00	2,035.00	6,965.00	23%	
31-450-02 CONSTRUCTION MANAGEMENT & ADMINISTRATION	210,000	0.00	0.00	89,221.25	120,778.75	42%	
31-450-03 LABORATORY ANALYSIS	44,400	0.00	0.00	0.00	44,400.00		
31-450-04 REGULATORY COORDINATION & CLOSEOUT	10,000	0.00	0.00	0.00	10,000.00		
31-450-05 MOBILIZATION & DEMOBILIZATION	180,000	0.00	0.00	180,000.00	0.00	100%	
31-450-06 HAUL & PLACEMENT OF BEACH FILL	8,378,110	0.00	0.00	3,513,480.04	4,864,629.96	42%	
31-450-07 PAYMENT & PERFORMANCE BONDS	45,000	0.00	0.00	45,000.00	0.00	100%	
31-450-08 PROFESSIONAL FEES	123,490	0.00	0.00	0.00	123,490.00		
Totals:	9,000,000	0.00	0.00	3,829,736.29	5,170,263.71	43%	
Expenses Totals:	9,000,000	0.00	0.00	3,829,736.29	5,170,263.71	43%	
31 CAPITAL PROJECT BEACH MAINTENANCE	Revenues Over/(Under) Expenses:		0.00	280,942.67			



GL Account History Summary

Section IX, Item B.

NORTH TOPSAIL BEACH

6/21/2022 10:38 AM

Page 1/1

Account Range: 30-301-00 ACCOMMODATION TAX - 30-301-00 ACCOMMODATION TAX

Date Range: 6/1/2022 - 6/21/2022

GL Account - 30-301-00 ACCOMMODATION TAX					
Date	Description	Source	Debits	Credits	Date
Fiscal Period - FY 21-22		Beg Balance	\$0.00	\$1,775,730.06	
06/03/2022	OCC TAX	GL GJ	\$0.00	\$81.30	06/09/2022
06/07/2022	OCC TAX	GL GJ	\$0.00	\$6,417.16	06/09/2022
06/10/2022	OCC TAX	GL GJ	\$0.00	\$5,288.30	06/13/2022
06/10/2022	OCC TAX	GL GJ	\$0.00	\$481.99	06/13/2022
06/10/2022	OCC TAX	GL GJ	\$0.00	\$128.82	06/13/2022
06/13/2022	OCC TAX	GL GJ	\$0.00	\$8,455.00	06/14/2022
06/14/2022	OCC TAX	GL GJ	\$0.00	\$31.63	06/15/2022
06/16/2022	OCC TAX	GL GJ	\$0.00	\$89,279.55	06/20/2022
06/17/2022	OCC TAX	GL GJ	\$0.00	\$1,293.98	06/20/2022
Transaction Totals			\$0.00	\$111,457.73	
**	End Balance		\$0.00	\$111,457.73	**

Check Listing

Date From: 6/1/2022 Date To: 6/30/2022

Vendor Range: A PLUS WAREHOUSE EQUIPMENT & SUPPLY - ZOCKLEIN & ASSOCIATES

NORTH TOPSAIL BEACH

06/17/2022 01:20 PM

Page: 1 of 2

Check Number	Bank	Vendor	Date	Amount
46298	1	APPLIED TECHNOLOGY & MNGMT	06/02/2022	\$116,180.00
46299	1	BIG SKY DESIGN, INC.	06/02/2022	\$6,796.34
46300	1	COMPUTER WARRIORS, INC.	06/02/2022	\$7,332.30
46301	1	GIS BENEFITS	06/02/2022	\$2,900.04
46302	1	PLURIS, LLC	06/02/2022	\$238.45
46303	1	PNC BANK	06/02/2022	\$44,100.00
46304	1	S.T. WOOTEN CORPORATION	06/02/2022	\$2,735,904.39
46305	1	SKIPPER'S WELL DRILLING & PUMP SERVICE INC.	06/02/2022	\$3,878.75
46306	1	STAPLES	06/02/2022	\$213.99
46307	1	SUPERION LLC	06/02/2022	\$3,050.30
46308	1	THREAD FX	06/02/2022	\$51.36
46309	1	VILLAGE HARDWARE	06/02/2022	\$1,374.58
46310	1	BIG SKY DESIGN, INC.	06/09/2022	\$1,664.99
46311	1	CARR RIGGS & INGRAM	06/09/2022	\$1,730.00
46312	1	CHARTER COMMUNICATIONS	06/09/2022	\$1,114.49
46313	1	CROSSLEY MCINTOSH COLLIER	06/09/2022	\$2,041.40
46314	1	DODSON PEST CONTROL	06/09/2022	\$119.00
46315	1	GFL ENVIRONMENTAL	06/09/2022	\$33,818.91
46316	1	JONES ONSLOW ELECTRIC COMPANY	06/09/2022	\$2,426.41
46317	1	LOWE'S HOME CENTERS	06/09/2022	\$1,193.07
46318	1	O'REILLY AUTOMOTIVE INC.	06/09/2022	\$776.60
46319	1	ONSLow COUNTY SOLID WASTE DEPT	06/09/2022	\$7,456.24
46320	1	SHEPARD'S WRECKER SERVICE	06/09/2022	\$180.00
46321	1	SHEPARD'S WRECKER SERVICE	06/09/2022	\$30.00
46322	1	SONOCO PRODUCTS CO.	06/09/2022	\$463.12
46323	1	STEWART COOPER NEWELL	06/09/2022	\$7,510.54
46324	1	TESI SCREENING, INC	06/09/2022	\$30.00
46325	1	TRUIST BANK	06/09/2022	\$7,673.12
46326	1	VERIZON WIRELESS	06/09/2022	\$713.90
46327	1	O'REILLY AUTOMOTIVE INC.	06/09/2022	\$527.31
46328	1	ABLE PAVING & SEAL COATING INC	06/15/2022	\$4,200.00

Check Listing

Date From: 6/1/2022 Date To: 6/30/2022

Vendor Range: A PLUS WAREHOUSE EQUIPMENT & SUPPLY - ZOCKLEIN & ASSOCIATES

NORTH TOPSAIL BEACH

06/17/2022 01:20 PM

Page: 2 of 2

Check Number	Bank	Vendor	Date	Amount
46329	1	BIG SKY DESIGN, INC.	06/15/2022	<u>\$774.73</u>
46330	1	DODSON PEST CONTROL	06/15/2022	<u>\$35.00</u>
46331	1	KATE WINZLER	06/15/2022	<u>\$36.00</u>
46332	1	ONSLOW WATER & SEWER AUTHORITY	06/15/2022	<u>\$216.44</u>
46333	1	PNC BANK	06/15/2022	<u>\$64,747.43</u>
46334	1	QUALITY EQUIPMENT LLC	06/15/2022	<u>\$947.67</u>
46335	1	RPS ENVIROMENTAL	06/15/2022	<u>\$3,300.00</u>
46336	1	STAPLES CREDIT PLAN	06/15/2022	<u>\$329.78</u>
46337	1	THREAD FX	06/15/2022	<u>\$86.67</u>
46338	1	TI COASTAL SERVICES, INC.	06/15/2022	<u>\$2,000.00</u>
46339	1	TOWN OF SURF CITY	06/15/2022	<u>\$5,042.43</u>
42	Checks Totaling -			\$3,073,205.75

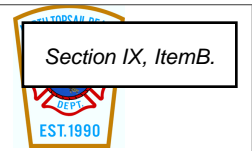
Totals By Fund

	Checks	Voids	Total
10	\$110,273.93		\$110,273.93
30	\$416,713.85		\$416,713.85
31	\$2,546,217.97		\$2,546,217.97
Totals:	\$3,073,205.75		\$3,073,205.75

Town of North Topsail Beach Fire Department

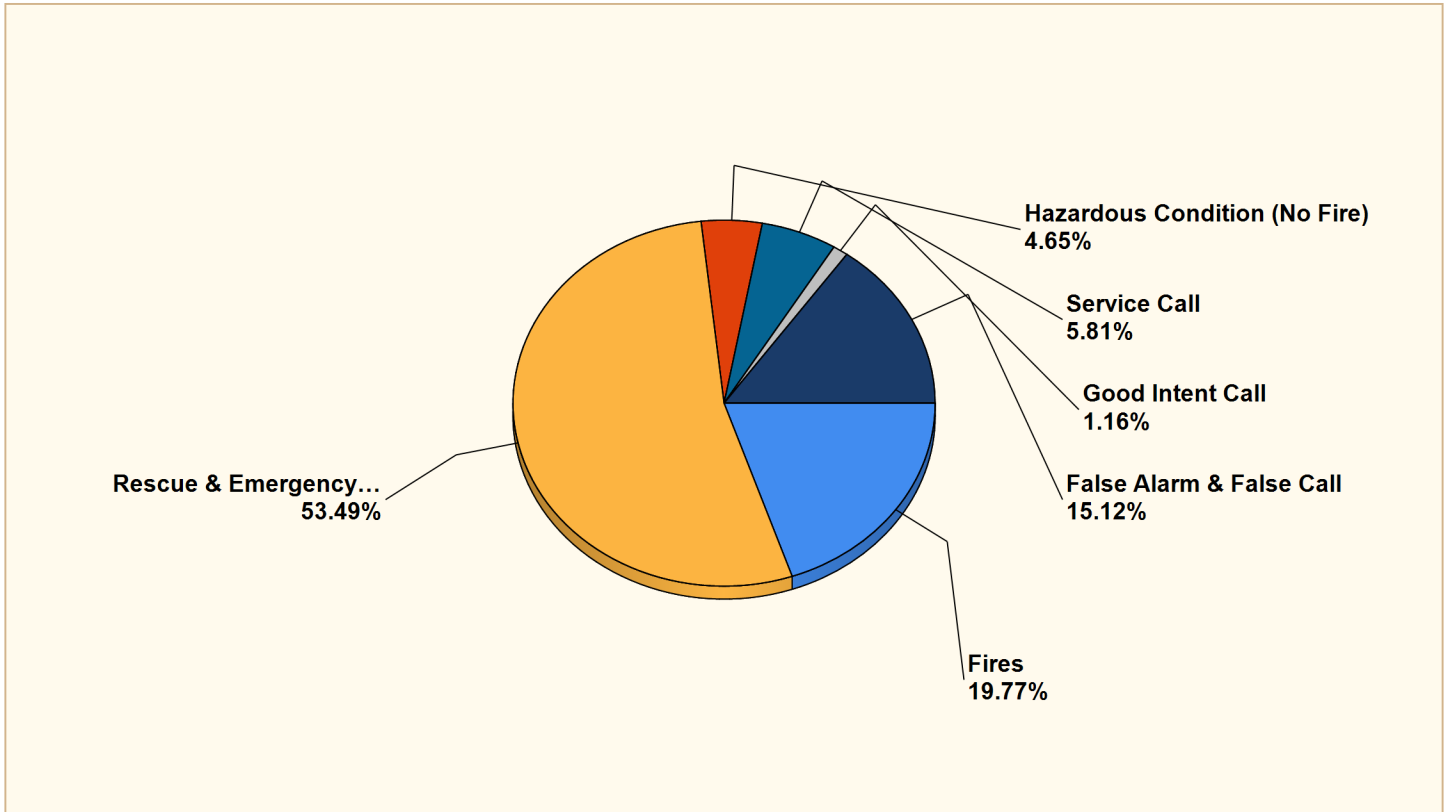
North Topsail Beach, NC

This report was generated on 6/14/2022 10:51:03 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 05/04/2022 | End Date: 06/14/2022



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	17	19.77%
Rescue & Emergency Medical Service	46	53.49%
Hazardous Condition (No Fire)	4	4.65%
Service Call	5	5.81%
Good Intent Call	1	1.16%
False Alarm & False Call	13	15.12%
TOTAL	86	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

Detailed Breakdown by Incident Type

Section IX, Item B.

INCIDENT TYPE	# INCIDENTS	% OF TOTAL
111 - Building fire	13	15.12%
131 - Passenger vehicle fire	2	2.33%
141 - Forest, woods or wildland fire	1	1.16%
162 - Outside equipment fire	1	1.16%
311 - Medical assist, assist EMS crew	38	44.19%
320 - Emergency medical service, other	2	2.33%
323 - Motor vehicle/pedestrian accident (MV Ped)	2	2.33%
324 - Motor vehicle accident with no injuries.	1	1.16%
341 - Search for person on land	2	2.33%
364 - Surf rescue	1	1.16%
441 - Heat from short circuit (wiring), defective/worn	2	2.33%
444 - Power line down	1	1.16%
463 - Vehicle accident, general cleanup	1	1.16%
500 - Service Call, other	1	1.16%
520 - Water problem, other	1	1.16%
550 - Public service assistance, other	1	1.16%
551 - Assist police or other governmental agency	1	1.16%
553 - Public service	1	1.16%
651 - Smoke scare, odor of smoke	1	1.16%
715 - Local alarm system, malicious false alarm	2	2.33%
733 - Smoke detector activation due to malfunction	1	1.16%
735 - Alarm system sounded due to malfunction	1	1.16%
736 - CO detector activation due to malfunction	1	1.16%
743 - Smoke detector activation, no fire - unintentional	2	2.33%
744 - Detector activation, no fire - unintentional	2	2.33%
745 - Alarm system activation, no fire - unintentional	4	4.65%
TOTAL INCIDENTS:	86	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

Permits Issued List

Section IX, Item B.

From Date: 05/18/2022

To Date: 06/16/2022

Permit Type	Sub Type	Permit#	Address	Issue Date	Permit Fee
Boat Lift Permit	Residential	BTL22-000002	22 SAILVIEW DR HOA Dock	06/07/2022	200.00
Boat Lift Permit	Residential	BTL22-000003	15 OSPREY DR	06/07/2022	200.00
Boat Lift Permit Total	Residential Total			2	400.00
Boat Lift Permit Total				2	400.00
Driveway Permit	Driveway Permit	DVW22-000020	1239 NEW RIVER INLET RD	06/03/2022	0.00
Driveway Permit	Driveway Permit	DVW22-000024	2928 ISLAND DR	05/24/2022	50.00
Driveway Permit	Driveway Permit	DVW22-000030	694 NEW RIVER INLET RD	05/31/2022	0.00
Driveway Permit	Driveway Permit	DVW22-000015	4224 ISLAND DR	06/09/2022	0.00
Driveway Permit	Driveway Permit	DVW21-000040	3635 ISLAND DR	06/16/2022	0.00
Driveway Permit	Driveway Permit	DVW22-000035	210 MASON CT	06/10/2022	0.00
Driveway Permit	Driveway Permit	DVW22-000036	2734 ISLAND DR	05/31/2022	50.00
Driveway Permit	Driveway Permit	DVW22-000010	1079 NEW RIVER INLET RD	05/31/2022	0.00
Driveway Permit Total	Driveway Permit Total			8	100.00
Driveway Permit Total				8	100.00
Electrical Permit	Residential	E22-000189	44 PORPOISE PL	06/06/2022	0.00
Electrical Permit	Residential	E22-000178	694 NEW RIVER INLET RD	05/31/2022	0.00
Electrical Permit	Residential	E22-000091	1239 NEW RIVER INLET RD	06/03/2022	0.00
Electrical Permit	Residential	E22-000035	1079 NEW RIVER INLET RD	05/31/2022	0.00
Electrical Permit	Residential	E22-000208	203 PINELLAS BAY DR	06/08/2022	75.00
Electrical Permit	Residential	E22-000213	201 PORTO VISTA DR	06/09/2022	75.00
Electrical Permit	Residential	E22-000191	210 MASON CT	06/10/2022	

Electrical Permit	Residential	E21-000123	31 OSPREY DR	05/19	Section IX, ItemB.
Electrical Permit	Residential	E21-000117	4503 24TH AVE	05/23/2022	0.00
Electrical Permit	Residential	E22-000031	3635 ISLAND DR	06/16/2022	0.00
Electrical Permit	Residential	E22-000190	22 SAILVIEW DR HOA Dock	06/07/2022	0.00
Electrical Permit	Residential	E22-000111	4224 ISLAND DR	06/09/2022	0.00
Electrical Permit	Residential	E21-000004	1113 NEW RIVER INLET RD	06/08/2022	0.00
Electrical Permit	Residential	E22-000193	15 OSPREY DR	06/07/2022	0.00
Electrical Permit	Residential	E22-000192	3803 ISLAND DR	05/23/2022	75.00
Electrical Permit	Residential	E22-000206	106 TOPSAIL RD	06/09/2022	0.00
Electrical Permit	Residential	E22-000155	112 SCOTCH BONNET DR	06/09/2022	0.00
Electrical Permit Total	Residential Total			17	225.00
Electrical Permit Total				17	225.00
Fence Permit	Residential	FNC22- 000015	202 PORTO VISTA DR	06/09/2022	50.00
Fence Permit	Residential	FNC22- 000014	105 N PERMUDA WYND	05/31/2022	50.00
Fence Permit Total	Residential Total			2	100.00
Fence Permit Total				2	100.00
Fuel Gas Permit	Residential	FG22- 000009	29 OSPREY DR	06/01/2022	75.00
Fuel Gas Permit	Residential	FG22- 000015	6 SAILVIEW DR	06/01/2022	75.00
Fuel Gas Permit	Residential	FG22- 000013	210 MASON CT	06/10/2022	0.00
Fuel Gas Permit Total	Residential Total			3	150.00
Fuel Gas Permit Total				3	150.00
Insulation Permit	Residential	I22-000028	694 NEW RIVER INLET RD	05/31/2022	0.00
Insulation Permit	Residential	I22-000018	1239 NEW RIVER INLET RD	06/03/2022	0.00
Insulation Permit	Residential	I22-000030	210 MASON CT	06/10/2022	0.00
Insulation Permit	Residential	I22-000005	3635 ISLAND DR	06/16/2022	0.00
Insulation Permit	Residential	I22-000009	1079 NEW RIVER INLET RD	05/31/2022	0.00
Insulation Permit	Residential	I22-000020	4224 ISLAND DR	06/09/2022	0.00
Insulation Permit Total	Residential Total			6	0.00
Insulation Permit Total				6	0.00
Mechanical Permit	Residential	M22-	892 NEW RIVER INLET RD	06/09/2022	

		000140	8	Section IX, Item B.	
Mechanical Permit	Residential	M22-000024	1081 NEW RIVER INLET RD	06/01/2022	0.00
Mechanical Permit	Residential	M22-000125	114 N PERMUDA WYND	05/31/2022	75.00
Mechanical Permit	Residential	M22-000139	104 S PERMUDA WYND	06/16/2022	75.00
Mechanical Permit	Residential	M22-000145	407 TOPSAIL RD	06/16/2022	75.00
Mechanical Permit	Residential	M22-000049	1239 NEW RIVER INLET RD	06/03/2022	0.00
Mechanical Permit	Residential	M22-000099	694 NEW RIVER INLET RD	05/31/2022	0.00
Mechanical Permit	Residential	M22-000131	238 TOPSAIL RD	06/03/2022	75.00
Mechanical Permit	Residential	M22-000056	4224 ISLAND DR	06/09/2022	0.00
Mechanical Permit	Residential	M22-000133	3752 ISLAND DR	06/06/2022	75.00
Mechanical Permit	Residential	M22-000135	202 OCEANO VISTA DR	06/08/2022	75.00
Mechanical Permit	Residential	M22-000129	1771-1 NEW RIVER INLET RD	06/02/2022	75.00
Mechanical Permit	Residential	M22-000118	508 OCEAN DR	05/25/2022	75.00
Mechanical Permit	Residential	M22-000022	1077 NEW RIVER INLET RD	06/01/2022	0.00
Mechanical Permit	Residential	M22-000113	1559 NEW RIVER INLET RD	05/19/2022	75.00
Mechanical Permit	Residential	M22-000020	3631 ISLAND DR	06/01/2022	0.00
Mechanical Permit	Residential	M22-000132	1160 NEW RIVER INLET RD 1B	06/03/2022	75.00
Mechanical Permit	Residential	M22-000117	330 SEA SHORE DR	05/24/2022	75.00
Mechanical Permit	Residential	M22-000119	4266 ISLAND DR	05/25/2022	75.00
Mechanical Permit	Residential	M22-000126	1822 NEW RIVER INLET RD 1107	06/02/2022	75.00
Mechanical Permit	Residential	M22-000021	1073 NEW RIVER INLET RD	06/01/2022	0.00

Mechanical Permit	Residential	M22-000023	1079 NEW RIVER INLET RD	06/01	Section IX, ItemB.
Mechanical Permit	Residential	M22-000137	790 NEW RIVER INLET RD 106B	06/09/2022	75.00
Mechanical Permit	Residential	M22-000136	100 Sea Oaks CT	06/08/2022	75.00
Mechanical Permit	Residential	M22-000120	2056 NEW RIVER INLET RD	05/31/2022	75.00
Mechanical Permit	Residential	M22-000111	7302 10TH AVE	05/19/2022	75.00
Mechanical Permit	Residential	M22-000143	306 MARINA WAY	06/13/2022	75.00
Mechanical Permit	Residential	M22-000112	790 NEW RIVER INLET RD 101B	05/19/2022	75.00
Mechanical Permit	Residential	M22-000019	3635 ISLAND DR	06/16/2022	0.00
Mechanical Permit	Residential	M22-000114	210 MASON CT	06/10/2022	0.00
Mechanical Permit	Residential	M22-000134	109 SCOTCH BONNET CIR	06/08/2022	75.00
Mechanical Permit Total	Residential Total			31	1,575.00
Mechanical Permit Total				31	1,575.00
New Construction Permit	Single Family	C22-000024	694 NEW RIVER INLET RD	05/31/2022	2,388.74
New Construction Permit	Single Family	BLD-210353	12 OSPREY DR	06/16/2022	1,583.20
New Construction Permit	Single Family	C22-000016	1239 NEW RIVER INLET RD	06/03/2022	1,886.58
New Construction Permit	Single Family	C22-000026	210 MASON CT	06/10/2022	2,389.53
New Construction Permit	Single Family	C22-000008	1079 NEW RIVER INLET RD	05/31/2022	2,279.28
New Construction Permit	Single Family	C21-000006	1753 NEW RIVER INLET RD	06/13/2022	1,684.19
New Construction Permit	Single Family	C21-000025	3635 ISLAND DR	06/16/2022	2,585.09
New Construction Permit	Single Family	C22-000018	4224 ISLAND DR	06/09/2022	1,870.25
New Construction Permit Total	Single Family Total			8	16,666.86
New Construction Permit Total				8	16,666.86
Plumbing Permit	Residential	P22-000026	1239 NEW RIVER INLET RD	06/03/2022	0.00
Plumbing Permit	Residential	P22-000038	694 NEW RIVER INLET RD	05/31/2022	0.00
Plumbing Permit	Residential	P22-000034	4224 ISLAND DR	06/14/2022	0.00

Plumbing Permit	Residential	P21-000015	3091 Island DR	05/23	Section IX, ItemB.
Plumbing Permit	Residential	P22-000014	1079 NEW RIVER INLET RD	05/31/2022	0.00
Plumbing Permit	Residential	P22-000041	210 MASON CT	06/10/2022	0.00
Plumbing Permit	Residential	P22-000010	3635 ISLAND DR	06/16/2022	0.00
Plumbing Permit Total	Residential Total			7	0.00
Plumbing Permit Total				7	0.00
Simple Build Permit	Commercial	SB22-000053	2250 NEW RIVER INLET RD	06/02/2022	235.25
Simple Build Permit Total	Commercial Total			1	235.25
Simple Build Permit	Multi-Unit	SB22-000064	790 NEW RIVER INLET RD 302A	06/09/2022	75.00
Simple Build Permit	Multi-Unit	SB22-000062	233 PORT DR	05/18/2022	75.00
Simple Build Permit Total	Multi-Unit Total			2	150.00
Simple Build Permit	Single Family	SB22-000044	4021 ISLAND DR Lot 50 Atlantic St	05/25/2022	200.00
Simple Build Permit Total	Single Family Total			1	200.00
Simple Build Permit Total				4	585.25
Swimming Pool Permit	Residential	SP22-000013	44 PORPOISE PL	06/06/2022	305.00
Swimming Pool Permit	Residential	SP22-000021	106 TOPSAIL RD	06/09/2022	305.00
Swimming Pool Permit	Residential	SP22-000010	112 SCOTCH BONNET DR	06/09/2022	305.00
Swimming Pool Permit	Residential	SP21-000001	1113 NEW RIVER INLET RD	06/08/2022	305.00
Swimming Pool Permit Total	Residential Total			4	1,220.00
Swimming Pool Permit Total				4	1,220.00
Zoning and Floodplain Development Permit	Commercial	ZFP22-000074	2250 NEW RIVER INLET RD	06/02/2022	0.00
Zoning and Floodplain Development Permit Total	Commercial Total			1	0.00
Zoning and Floodplain Development Permit	Residential	ZFP22-000083	44 PORPOISE PL	06/06/2022	0.00
Zoning and Floodplain Development Permit	Residential	ZFP22-000096	4021 ISLAND DR Lot 50 Atlantic St	05/25/2022	0.00
Zoning and Floodplain Development Permit	Residential	ZFP21-	318 SCOTCH BONNET DR	06/09/2022	50.00

					Section IX, ItemB.	
Zoning and Floodplain Development Permit	Residential	000070 ZFP22-000033	1239 NEW RIVER INLET RD	06/03/2022	0.00	
Zoning and Floodplain Development Permit	Residential	ZFP22-000072	694 NEW RIVER INLET RD	05/31/2022	0.00	
Zoning and Floodplain Development Permit	Residential	ZFP22-000021	4224 ISLAND DR	06/09/2022	0.00	
Zoning and Floodplain Development Permit	Residential	ZFP21-000007	1113 NEW RIVER INLET RD	06/08/2022	0.00	
Zoning and Floodplain Development Permit	Residential	ZFP22-000070	1553 NEW RIVER INLET RD	06/16/2022	50.00	
Zoning and Floodplain Development Permit	Residential	ZFP22-000089	15 OSPREY DR	06/07/2022	0.00	
Zoning and Floodplain Development Permit	Residential	ZFP22-000101	106 TOPSAIL RD	06/09/2022	0.00	
Zoning and Floodplain Development Permit	Residential	ZFP22-000066	112 SCOTCH BONNET DR	06/09/2022	0.00	
Zoning and Floodplain Development Permit	Residential	ZFP21-000076	3635 ISLAND DR	06/16/2022	0.00	
Zoning and Floodplain Development Permit	Residential	ZFP22-000078	29 OSPREY DR	05/23/2022	50.00	
Zoning and Floodplain Development Permit	Residential	ZFP22-000085	22 SAILVIEW DR HOA Dock	06/07/2022	0.00	
Zoning and Floodplain Development Permit	Residential	ZFP22-000086	210 MASON CT	06/10/2022	0.00	
Zoning and Floodplain Development Permit	Residential	ZFP22-000013	1079 NEW RIVER INLET RD	05/31/2022	0.00	
Zoning and Floodplain Development Permit Total	Residential Total			16	150.00	
Zoning and Floodplain Development Permit Total				17	150.00	
All Permits Total				109	21,172.11	

P+Z Permits Issued List

From: 05/19/2022
 To: 06/17/2022

Permit#	Issue Date	Address	Property#	Legal Description	Property Owner	Contractor	Building CO		Cost	Receipt#	Estimated Value	Recovery Fund	Technology Fee
							Final	Issued					
ZFP22-000078	05/23/2022	29 OSPREY DR	775C-51	L4 S2 OCEAN CLUB VILLAGE	OMAR OMAR A & NIHAYA M	Sunshine Landscaping - Barry Suggs			50.00	324	25000.00	0.00	0.00
ZFP22-000096	05/25/2022	4021 ISLAND DR Lot 50 Atlantic St	769-4.1	TR2 & TR3 HUNTER HEATH TRUST	ROGERS BAY CAMPGROUND CO OWNERS	Robert Carlton - Robert Carlton			0.00		3000.00	0.00	0.00
ZFP22-000013	05/31/2022	1079 NEW RIVER INLET RD	774F-111	L4 CRYSTAL VIEWS	CAPITAL ASSET TOPSAIL DEVELOPMENT LLC	Capital Asset Topsail Development, LLC - Garrett Ottaway			125.00		546000.00	0.00	0.00
ZFP22-000072	05/31/2022	694 NEW RIVER INLET RD	775B-16	L16 SEA DUNES VILLAGE	ERNEST SHANE L & MICHELLE F EBLE	A'N'A Builders, Inc - Michael Affy			0.00		1130573.00	0.00	0.00
ZFP22-000074	06/02/2022	2250 NEW RIVER INLET RD	778C-7.113	U113 BLDG B TOPSAIL REEF	CARPENTER EDWARD	Kyle Contracting Inc. - Hugh B Harper			0.00		20750.00	0.00	0.00
ZFP22-000033	06/03/2022	1239 NEW RIVER INLET RD	774G-40	L10 S3 OCEAN WYNDS	SUTTON PROPERTIES OF NORTH CAROLINA LLC	Covewood Homes LLC - Jonathan Gonzalez			125.00		535000.00	0.00	0.00
ZFP22-000083	06/06/2022	44 PORPOISE PL	778D-112	L44 DOLPHIN SHORES	TRACHTENBERG SCOTT ALAN	RH McClure Builders of SBI, LLC - Robert Jr. W. Jordan			125.00		100000.00	0.00	0.00
ZFP22-000089	06/07/2022	15 OSPREY DR	775B-109.1	REALIMPV PPMH	OSPREY CRYSTAL SHORES HOMEOWNERS	PFL Construction LLC - Joshua Barber			0.00		10000.00	0.00	0.00
ZFP22-000085	06/07/2022	22 SAILVIEW DR HOA Dock	775C-17	L30 S1 CAPE ISLAND	c/o TYLER AIDEN LLC	PFL Construction LLC - Joshua Barber			125.00		10000.00	0.00	0.00
ZFP21-000007	06/08/2022	1113 NEW RIVER INLET RD	774G-63	L10 OCEAN VIEW SHORES	CAPITAL ASSET TOPSAIL DEVELOPMENT LLC	S. F. Ballou, Inc - c/o Kim Britt Samuel Francis Ballou, Jr & Merlin R. Hu			125.00		56000.00	0.00	0.00
ZFP21-000070	06/09/2022	318 SCOTCH BONNET DR	804-44.11	L 3 DANIEL & ELIZABETH DEACON	DEACON DANIEL J & ELIZABETH	Deacon Development Company - Daniel J Deacon			50.00	357	400000.00	0.00	0.00
ZFP22-000021	06/09/2022	4224 ISLAND DR	768A-69	L31 S1 OCEAN RIDGE VILLAGE	SCHAEFFER CORY A & JENNA J	Carolina Coast Contracting Corp. - Jackie L James			125.00		943887.34	0.00	0.00
ZFP22-000066	06/09/2022	112 SCOTCH BONNET DR	804A-19	L3 SCOTCH BONNET O/S	SAUER MICHAEL J & CAREY N	JT Mitch, LLC - Jerry T Mitchell			125.00		49900.00	0.00	0.00
ZFP22-000101	06/09/2022	106 TOPSAIL RD	809-19	L1 S1 B3 OLD	BAKER TIMOTHY H	BAKER TIMOTHY H			125.00		4500.00	0.00	0.00

				SETTLERS BEACH									
ZFP22-000086	06/10/2022	210 MASON CT	775B-83	L28 OCEAN CLUB VILLAGE	KESLER TIEA & RICHARD LONGAMORE JR	Beachside Custom Homes, LLC - William Lenfestey			125.00		1092853.00	0.00	0.00
ZFP21-000076	06/16/2022	3635 ISLAND DR	814-13.11	L2 TREASURE COVE DIV	SOUTHEAST PARTNERS VII LLC	Capital Asset Topsail Development, LLC - Garrett Ottaway			125.00		550000.00	0.00	0.00
ZFP22-000070	06/16/2022	1553 NEW RIVER INLET RD	779B-85	L7 SEA DRAGONS	MW PROPERTIES OF NC INC	Persis-Nova Construction, Inc. - Frank F Arooji			50.00	370	650000.00	0.00	0.00
ZFP22-000073	06/17/2022	1128 NEW RIVER INLET RD	774G-61	L2 OCEAN VIEW SHORES	DAGHSTANI MATT G & M SAMIR AYASSO	CMS & Co. - Wayne Lamm			125.00		21000.00	0.00	0.00
DVW22-000024	05/24/2022	2928 ISLAND DR	764-14	NC 210	ZIMMERMAN JOSEPH SCOTT & TINA	RedRock Restoration & Construction LLC - Jo Schmuker			50.00	327	15000.00	0.00	0.00
DVW22-000036	05/31/2022	2734 ISLAND DR	807-78	L19 B14 OCEAN CITY	BLANCHARD DONALD K JR	- Donald Jr K Blanchard			50.00	332	800.00	0.00	0.00
DVW22-000010	05/31/2022	1079 NEW RIVER INLET RD	774F-111	L4 CRYSTAL VIEWS	CAPITAL ASSET TOPSAIL DEVELOPMENT LLC	Capital Asset Topsail Development, LLC - Garrett Ottaway			50.00		8000.00	0.00	0.00
DVW22-000030	05/31/2022	694 NEW RIVER INLET RD	775B-16	L16 SEA DUNES VILLAGE	ERNEST SHANE L & MICHELLE F EBLE	A'N'A Builders, Inc - Michael Afify			50.00		2575.00	0.00	0.00
DVW22-000020	06/03/2022	1239 NEW RIVER INLET RD	774G-40	L10 S3 OCEAN WYNDS	SUTTON PROPERTIES OF NORTH CAROLINA LLC	Covewood Homes LLC - Jonathan Gonzalez			50.00		8000.00	0.00	0.00
DVW22-000015	06/09/2022	4224 ISLAND DR	768A-69	L31 S1 OCEAN RIDGE VILLAGE	SCHAEFFER CORY A & JENNA J	Carolina Coast Contracting Corp. - Jackie L James			50.00		943887.34	0.00	0.00
DVW22-000035	06/10/2022	210 MASON CT	775B-83	L28 OCEAN CLUB VILLAGE	KESLER TIEA & RICHARD LONGAMORE JR	Beachside Custom Homes, LLC - William Lenfestey			50.00		1092853.00	0.00	0.00
DVW21-000040	06/16/2022	3635 ISLAND DR	814-13.11	L2 TREASURE COVE DIV	SOUTHEAST PARTNERS VII LLC	Capital Asset Topsail Development, LLC - Garrett Ottaway			50.00		15000.00	0.00	0.00
FNC22-000014	05/31/2022	105 N PERMUDA WYND	806-81	L47 S1 VILLAGE OF STUMP SOUND	MATTHEWS THEODORE S & LAURIE A	Assurance Fence LLC -			50.00	335	3996.00	0.00	0.00
FNC22-000015	06/09/2022	202 PORTO VISTA DR	750A-18	L17 PORTOFINO	MANCUSO PAUL R JR	Element Home Services - Mallory & Jody Padgett			50.00	360	5417.00	0.00	0.00



Chief William K. Younginer

Department Report for May 1, 2022 - May 31, 2022

Arrests

DWI	1
Intoxicated and Disruptive	1
Littering/Contaminating the Ocean	1
Narcotics	2
Resisting Public Officer	3
Second Degree Trespassing	1
Simple Assault	1
Traffic	16
Warrant Service	1

Calls for Service

Accidents	7
Alarms	4
Animal Calls	2
Cit / Mot / Ped Assists	37
Disturbances	18
Domestics	2
Felony B & E	2
911 Hang Up	5
Larceny	5
Misc Calls	34
Missing Person	4
Motor Vehicle Theft	1
Property Damage	4
Sexual Battery	1
Suspicious Activity	10
Trespassing	8
Unattended Death	1
Vandalism of Personal Property	1
Vandalism of Real Property	1
Welfare Check	1

NC Traffic Stop Reports

State Citations	60
Town Citations	1
Warning Citations	33

Summary

TOTAL CALLS FOR SERVICE	188
TOTAL CITATIONS ISSUED	94
TOTAL REPORTS	146
TOTAL SECURITY CHECKS	1,111

Assist Other Agencies

E. M. S.	12
N.T.B. F.D.	15
O. C. S. D.	12
S.C.P.D	1



Town of North Topsail Beach
Board of Aldermen

Agenda	Co	Section IX, ItemC.
Item:	Agenda	
Date:	07 06 2022	

Issue:	Planning Board Committee Report Hanna McCloud, Chair
Department:	Planning
Prepared by:	Deborah J. Hill MPA AICP CFM CZO
Presentation:	No

The Planning Board conducted their regular meeting June 9, 2022.

Newly appointed alternates, Mrs. Susan Meyer and Mr. Stuart Harness; newly appointed member Mr. Fred Fontana took and subscribed the oath of office as required by GS 160D-309 as the first order of new business. As the second order of new business, the Planning Board re-elected Mrs. Hanna McCloud as Chair and re-elected Mr. Paul Dorazio as Vice Chair. All members will review the updated Rules of Procedure and discuss, possible re-adopt at the next regular meeting.

Case R-22-01 Jackson

Douglas A. Jackson and wife, Lisa M. Jackson are requesting to rezone 3621 ISLAND DR from R-20 to Conditional District R-15, with the condition of single family only on each lot once subdivided. **Mr. Gunnar Matthews made a motion to approve, Mr. Fred Fontana seconded the motion. Motion passed unanimously.**

G. Dearborn request to modify SUP-19-01

As Mr. Gerald Dearborn’s lot was still involved in litigation and not in compliance with the terms of the Special Use Permit, **the Planning Board advised the applicant to resubmit his request once the litigation was resolved.**

Swimming Pool Text Amendment Comments

In response to Mayor Pro Tem Benson's June 1st request, members considered the comments as they worked to move forward with Alderman Grant's request for review of a possible swimming pool ban that would go beyond the CAMA rules and regulations for swimming pools and other structures in dunes. **The Planning Board unanimously recommends no changes to the most recently adopted text § 4.03.09 OUTDOOR SWIMMING POOLS, SPAS AND HOT TUBS.**



Town of North Topsail Beach
Board of Aldermen

Agenda	Co	Section IX, ItemC.
Item:	Agenda	
Date:	07 06 2022	

Issue: Board of Adjustment Committee Report
Hanna McCloud, Chair

Department: Planning

Prepared by: Deborah J. Hill MPA AICP CFM CZO

Presentation: No

No meeting was held in June, as no variance or appeals were received.



TOWN OF NORTH TOPSAIL
BEACH
Board of Aldermen
Agenda Item

Consent	It	Section IX, Item D.
Agenda	IX	
Item:	D	
Date:	07/06/2022	

Issue: MOTV Tax Refund
Department: Finance
Presented by: Caitlin Elliott, Finance Officer
Presentation: Administration Department

Background: Received notice from the Onslow County Tax Office regarding the following MOTV Tax Refunds for the following residents due to tag surrenders:

- Michael & Colleen Glassman \$100.59
- James & Deborah Hammersley \$277.32
- James C Riggins \$ 27.83

Total: \$405.74

Attachment(s): Onslow County MOTV Tax Report

Recommendation: Approve refund as recommended

Action Needed: Yes

Suggested Motion: "I, _____ make a motion for the Finance Department to proceed with processing the following tax refund(s) as reported."

Funds: 10

Follow Up: Finance Officer

primary_owner	secondary_owner	Address_1	Refund_Type	Bill_Num
GLASSMAN, MICHAEL JAMES	GLASSMAN, COLLEEN M	4524 24TH AVE, N TOPSAIL BEACH, NC 28460	Proration	64254682
HAMMERSLEY, JAMES K JR	HAMMERSLEY, DEBORAH G	2834 LINK RD, LYNCHBURG, VA 24503	Proration	62272161
RIGGINS, JAMES CLAYTON JR		3752 ISLAND DR, N TOPSAIL BEACH, NC 28460	Proration	65553983

PlateNum	Refund_Description	Refund_Reason	RefundAmount
JKF2953	Refund Generated due to proration on Bill #0064254682-2021-2021-0000-00	Tag Surrender	(\$100.59)
FASTWB	Refund Generated due to proration on Bill #0062272161-2021-2021-0000-00	Tag Surrender	(\$277.32)
TKD2539	Refund Generated due to proration on Bill #0065553983-2021-2021-0000-00	Tag Surrender	(\$27.83)
			(\$405.74)



TOWN OF NORTH TOPSAIL BEACH
Board of Aldermen
Agenda Item

Consent	Ite	Section IX, Item E.
Agenda	IX	
Item:	E	
Date:	07/06/2022	

Issue: Budget Amendment 2021-22.15

Department: Administration

Presented by: Caitlin Elliott, Finance Officer

Presentation: Finance Department

Background: There is a need to transfer funds from Fund 30's 'Future Projects Fund' to cover interest payments for the Town's two Special Obligation Bonds. These bonds were approved by the Board earlier this year as well as by the Local Government Commission. The first bond was for the first tranche of the Category G, FEMA Beach Renourishment project in Phase 5. The second bond was for paying off the loan that was held with the USDA. This amendment needs to be processed for budgeting and auditing purposes.

Attachments: Budget Amendment 2021-22.15

Recommendation: Approve Amendment as recommended

Action Needed: Yes

Suggested Motion: "I, _____ make a motion to approve Budget Amendment 2021-22.15 as presented."

Funds: 30

Follow Up: Finance Officer

TOWN OF NORTH TOPSAIL BEACH
2008 Loggerhead Court
North Topsail Beach, NC 28460

FISCAL YEAR 2021-2022

AMENDMENT TO THE BUDGET ORDINANCE

BA 2021-22.15

BE IT ORDAINED by the Governing Board for the Town of North Topsail Beach, North Carolina that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2022:

Section 1: To amend the Shoreline Protection Fund appropriations with increases as follows:

<u>DEPARTMENT NO:</u>	<u>ACCOUNT</u>		
720	2022A FEMA SOB Fees	\$	44,100.00
720	2022B USDA SOB Fees	\$	64,748.00
		Total Expenditures	\$ 108,848.00

This amendment will result in an increase to the following departments:
Shoreline Protection Fund
 The purpose of this budget amendment is to appropriate funds to cover annual special obligation bond interest payments.

Section 2: To amend the Shoreline Protection Fund appropriations with decreases as follows:

720	Future Projects Fund	\$	108,848.00
		Total Expenditures	\$ 108,848.00

The Finance Officer has performed a thorough analysis of the Revenues and has determined that the following changes are recommended to ensure a balanced statement for Fiscal Year 2021-2022

Section 3: Copies of the budget ordinance amendment shall be furnished to the Town Clerk, the Council, the Budget Officer, and the Finance Officer for their direction.

Adopted this 6th Day of July 2022

Motion made by _____, 2nd by _____

VOTE: ___ FOR ___ AGAINST ___ ABSENT

 JOANN MCDERMON, MAYOR

 CAITLIN ELLIOTT, FINANCE OFFICER

ORIGINAL BUDGET	7/1/2021	\$	4,116,972.00	
Budget Amendment 3	12/6/2021	\$	3,382,099.65	Fund 30
Budget Amendment 4	12/6/2021	\$	-	Fund 30 Dept to Dept Amendment
Budget Amendment 6	2/2/2022	\$	14,400.00	Fund 30
Budget Amendment 11	4/6/2022	\$	168,000.00	Fund 30
Budget Amendment 14	5/4/2022	\$	1,500,000.00	Fund 30
Budget Amendment 15	7/6/2022	\$	-	Fund 30 Dept to Dept Amendment
New Budget Ordinance for FY 21-22		\$	9,181,471.65	



TOWN OF NORTH TOPSAIL BEACH
Board of Aldermen
Agenda Item

Consent	Ite	Section IX, ItemF.
Agenda	IX	
Item:	F	
Date:	07/06/2022	

Issue: Budget Amendment 2021-22.16

Department: Administration

Presented by: Caitlin Elliott, Finance Officer

Presentation: Finance Department

Background: This amendment covers two needs that are recommended in order to ensure a balanced statement for the fiscal year. The first being an overage in expenditures for tax collection fees for Onslow County. This line item has been increased for next fiscal year as the levy has increased.
Second, the well at Richard C. Peters Park was discovered to be in disrepair and ultimately needed a new well pump. The irrigation at the park is serviced by this well. A schedule is now in place to ensure routine maintenance.

Attachments: Budget Amendment 2021-22.16

Recommendation: Approve Amendment as recommended

Action Needed: Yes

Suggested Motion: *"I, _____ make a motion to approve Budget Amendment 2021-22.16 as presented."*

Funds: 10

Follow Up: Finance Officer

TOWN OF NORTH TOPSAIL BEACH
2008 Loggerhead Court
North Topsail Beach, NC 28460

FISCAL YEAR 2021-2022

AMENDMENT TO THE BUDGET ORDINANCE

BA 2021-22.16

BE IT ORDAINED by the Governing Board for the Town of North Topsail Beach, North Carolina that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2022:

Section 1: To amend the General Fund appropriations with increases as follows:

<u>DEPARTMENT NO:</u>	<u>ACCOUNT</u>		
410	TAX COLLECTION FEES	\$	8,000.00
620	PARK WELL	\$	3,125.00
Total Expenditures		\$	<u>11,125.00</u>

This amendment will result in an increase to the following departments:
GOVERNING BODY & RECREATION
 The purpose of this budget amendment is to appropriate funds for tax collection fees and unforeseen well repairs at the Town Park.

Section 2: To amend the General Fund estimated expenditures with decreases as follows:

720	BEACH & ACCESS MAINTENANCE	\$	11,125.00
Total Revenues		\$	<u>11,125.00</u>

The Finance Officer has performed a thorough analysis of the Revenues and has determined that the following changes are recommended to ensure a balanced statement for Fiscal Year 2021-2022

Section 3: Copies of the budget ordinance amendment shall be furnished to the Town Clerk, the Council, the Budget Officer, and the Finance Officer for their direction.

Adopted this 6th Day of July 2022

Motion made by _____, 2nd by _____

VOTE: FOR AGAINST ABSENT

 JOANN MCDERMON, MAYOR

 CAITLIN ELLIOTT, FINANCE OFFICER

ORIGINAL BUDGET	7/1/2021	\$	6,106,884.00	
Budget Amendment 2	11/10/2021	\$	-	Fund 10 Dept to Dept Amendment
Budget Amendment 5	12/6/2021	\$	22,316.00	
Budget Amendment 7	3/2/2022	\$	4,205.00	
Budget Amendment 8	3/2/2022	\$	-	Fund 10 Dept to Dept Amendment
Budget Amendment 9	3/2/2022	\$	-	Fund 10 Dept to Dept Amendment
Budget Amendment 10	3/2/2022	\$	187,678.00	
Budget Amendment 12	4/6/2022	\$	-	Fund 10 Dept to Dept Amendment
Budget Amendment 13	5/4/2022			Fund 10 Dept to Dept Amendment
Budget Amendment 16	7/6/2022			Fund 10 Dept to Dept Amendment
New Budget Ordinance for FY 21-22		\$	<u>6,321,083.00</u>	

Town of North Topsail Beach



COVID-19 Infection - Exposure Protocol Acknowledgement of Receipt

My signature below indicates that I have received a copy of North Topsail Beach’s COVID-19 Infection-Exposure Protocol. The Town recommends that every employee read the protocol and bring concerns to a supervisor, the town manager, or town clerk.

I understand that this protocol contains information regarding the Town’s protocol regarding COVID-19 infection and exposure which affects me as an employee.

I also understand that the Town may revise, supplement or rescind protocols described regarding COVID-19 with or without notice.

The Town’s most current protocol was approved on December 6th of 2021 by Board action.

Print Name _____

Signature _____

Date _____

Employee Exposure:

An employee who has exposure to a COVID-19 positive individual should notify their supervisor and Human Resource immediately after being made aware of the exposure.

The Town of North Topsail Beach adheres to the Onslow County Health Department and CDC COVID-19 Guidelines regarding quarantine periods and return to work guidelines.

- Covid symptoms can be found at <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>
- Information for individuals who have been fully vaccinated is included in the CDC's guidance: "When You've Been Fully Vaccinated, How to Protect Yourself and Others". Centers for Disease Control and Prevention website: <https://www.cdc.gov/coronavirus/2019-ncov/vaccines/fully-vaccinated.html>

An employee who has exposure to a COVID-19 positive individual should utilize the flow charts located on page 2 of this Protocol to determine what restrictions and/or testing is required. The following definitions are applicable to this Protocol:

Direct Exposure/ Close Contact - per CDC Guidelines is less than 6 feet away from an infected person (laboratory-confirmed or a clinical diagnosis) for a cumulative total of 15 minutes or more over 24 hours.

Symptoms – Fever $\geq 100.4^{\circ}\text{F}$, cough, shortness of breath or difficulty breathing, headache, sore throat, congestion or runny nose, nausea, vomiting, or diarrhea.

Quarantine – Separates and restricts the movement of people who were exposed to a contagious disease (i.e., COVID-19) to see if they develop symptoms and become sick.

To quarantine for COVID-19 exposure:

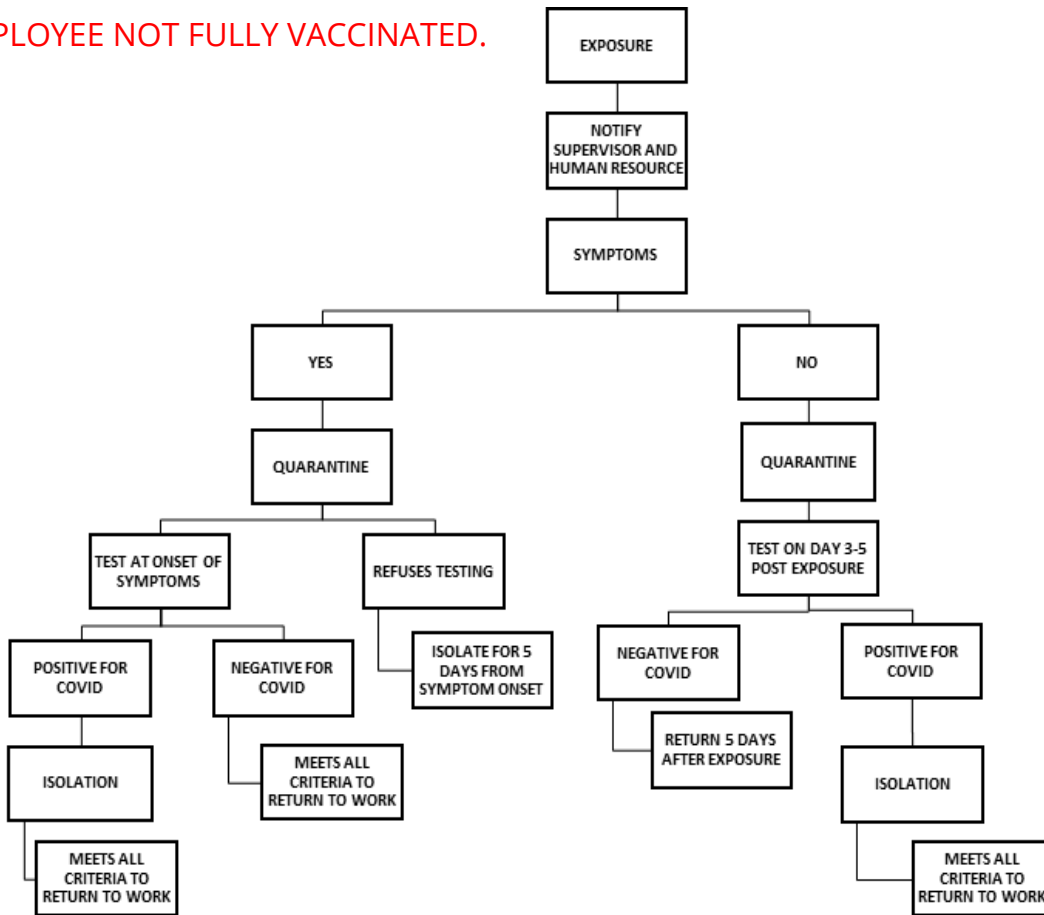
- Stay home.
- Watch for symptoms as described above.
- If possible, self-quarantine at home away from those you live with.

Isolation – Separate sick people with a contagious disease (i.e., COVID-19) from people who are not sick.

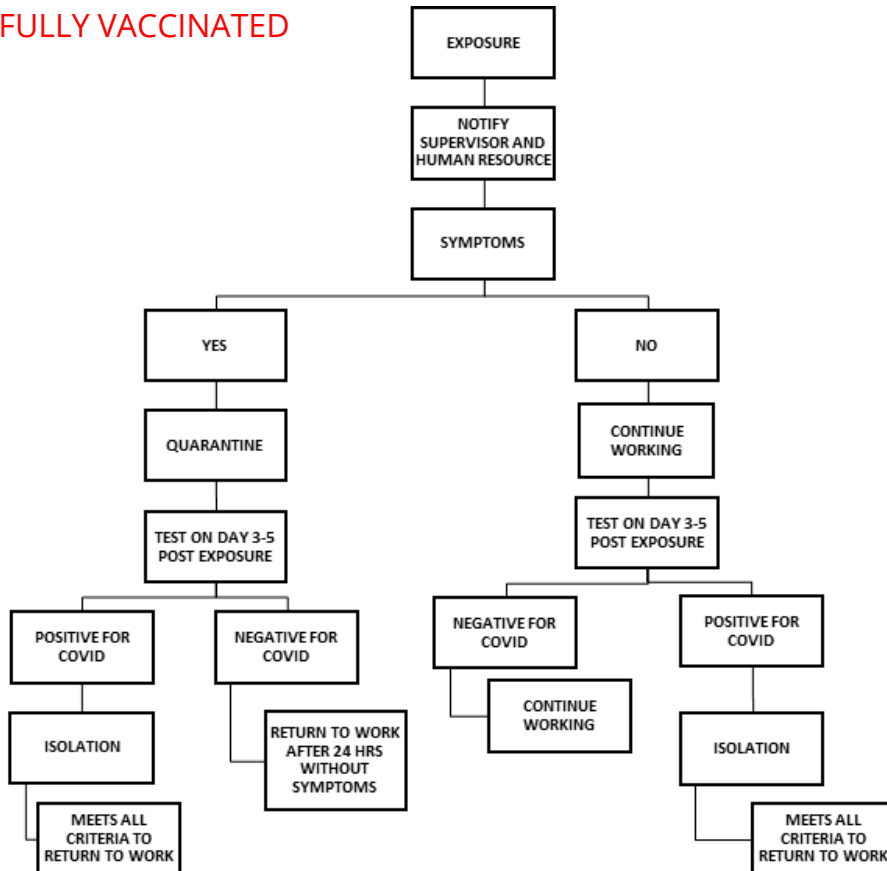
Return to work criteria – Return to work criteria will vary depending on your vaccination status.

- Fully Vaccinated w/ negative COVID test and no symptoms, the employee may return to work without interruption.
- Fully Vaccinated w/ symptoms and negative COVID test may return after 24 hours without symptoms.
- Fully Vaccinated w/ symptoms and positive COVID test may return to work after completion of isolation period as prescribed by medical provider AND resolution of symptoms.
- Not Fully Vaccinated w/ negative COVID test and no symptoms, the employee may return to work 6 days after exposure (day after quarantine period).
- Not Fully Vaccinated w/ symptoms and negative COVID test, the employee may return to work 24 hours after symptom resolution AND completion of the 5-day quarantine period.
- Not Fully Vaccinated w/ symptoms and positive COVID test, the employee may return to work 24 hours after symptom resolution AND completion of isolation period as prescribed by a medical provider.

EMPLOYEE NOT FULLY VACCINATED.



EMPLOYEE IS FULLY VACCINATED



The above diagrams outline what actions should be taken when an employee is exposed to, or diagnosed with COVID-19. Adherence to these guidelines enables the Town of North Topsail Beach to more effectively protect the workforce and the public from the spread of COVID-19. The following are additional details for each step included in the diagrams.

NOTIFICATION:

Employee Action:

1. An employee who becomes aware they were exposed to COVID-19 through close contact with an infected person must notify their supervisor and Human Resource immediately.
2. An employee who becomes aware that he/she has COVID-19 must notify their supervisor and Human Resource immediately.

Supervisor Action:

1. The supervisor shall report the exposure/diagnosis to Human Resources (to ensure Human Resource is aware).
2. The supervisor shall provide Human Resources with a list of possible close contact interactions between the employee and other Town staff members.
3. The supervisor shall keep the information confidential and not use the employee's name in any conversation related to follow-up activities (cleaning, contact tracing, etc.).
4. If an employee who was diagnosed with COVID-19 was in the office and/ or other Town facilities during the 48 hours preceding symptom onset or exposure, the supervisor shall ensure the office/area is appropriately cleaned (contact Human Resource for more information).

Human Resource Action:

1. Obtain names of potential close contact employees who interacted with an infected person during the 48 hours preceding positive test or notification of exposure.
2. Assist the employee with questions regarding procedures and leave.
3. Notify those who have been in close contact with the infected employee that they may have been exposed and provide directions regarding quarantine and/or testing requirements. [Note: the name of the infected employee shall be kept confidential.]

Monitor for Symptoms:

1. Employees who have been exposed, whether they are fully vaccinated or unvaccinated, should monitor for symptoms.
2. Employees who have symptoms should not report to work until symptoms resolve and any required quarantine/ isolation period has elapsed.

Quarantine/Isolation for those in Direct Contact:

Fully Vaccinated Employees:

- Quarantine or Isolation is required only if the employee has symptoms or tests positive for COVID-19.

Unvaccinated Employees:

- Must quarantine for a minimum of 5 days from the time of exposure, regardless of test results as recommended by the CDC.

COVID-19 TEST:

- Asymptomatic employees with a known exposure should obtain a COVID-19 test post-exposure as recommended by the CDC after exposure.
- Symptomatic employees should obtain a test as soon as symptoms develop.

Negative COVID-19 Test Results:

- Fully vaccinated employees may continue to work.
- Unvaccinated employees must quarantine for a minimum of 5 days.

Positive COVID-19 Test Results:

- An employee who tests positive for COVID-19 must follow their health care provider's instructions, including isolation requirements, however, the isolation requirements of this Protocol shall supersede any shorter isolation requirements of an employee's health care provider.
- The employee may only return to work upon the completion of the isolation period AND the resolution of symptoms.

Return to Work:

Fully Vaccinated:

- Fully Vaccinated w/ negative COVID test and no symptoms, the employee may return to work without interruption.
- Fully Vaccinated w/ symptoms and negative COVID test may return after 24 hours without symptoms.
- Fully Vaccinated w/ symptoms and positive COVID test may return to work after completion of isolation period as prescribed by medical provider AND resolution of symptoms.

Not Fully Vaccinated:

- Not Fully Vaccinated w/ negative COVID test and no symptoms, the employee may return to work 6 days after exposure (day after quarantine period).
- Not Fully Vaccinated w/ symptoms and negative COVID test, the employee may return to work 24 hours after symptom resolution AND completion of the 5-day quarantine period.
- Not Fully Vaccinated w/ symptoms and positive COVID test, the employee may return to work 24 hours after symptom resolution AND completion of isolation period as prescribed by a medical provider.

Employees who have questions or concerns regarding COVID-19 exposure or related North Topsail Beach Town protocols should contact the Town Clerk at (910) 328-1349 or townclerk@ntbnc.org.

The Town of North Topsail Beach Emergency Paid Sick Leave

Section IX, Item H.

The Town of North Topsail Beach Emergency Paid Sick Leave (EPSL) is separate and independent of any existing sick leave policies that the Town grants employees in the normal course of business.

The EPSL allows an eligible employee to qualify for emergency paid sick leave as follows:

1. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19.
2. The employee has been advised by their healthcare provider to self-quarantine because they are infected with or have been exposed to COVID-19 or because they are at high risk of complications from COVID-19.
3. The employee is showing symptoms of COVID-19 and is actively seeking but has not yet received a medical diagnosis.
4. The employee is caring for an individual subject to a federal, state, or local quarantine or isolation order related to COVID-19 or who has been advised by their healthcare provider to self-quarantine for COVID-19 related reasons.
5. The employee is caring for his or her child because the child's school or childcare facility has been closed or the childcare provider is no longer available because of COVID-19 related reasons.
6. The employee is experiencing substantially similar conditions as specified by the Federal Secretary of Health or Human Services.

Eligibility

All employees who have been employed with the Town for a minimum of 30 days (full-time, or part-time) are eligible for EPSL in the event the employee is unable to work or telecommute during this time if the employee meets one or more of the conditions stated above.

Duration/Compensation

Employees may be eligible for, on a **one-time** basis, the following:

- **Full-Time employees:** 80 hours of pay at their regular hourly rate of pay.
- **Part-Time employees:** The number of hours the employee worked, on average, over the most immediate prior full pay period.

Paid leave under this Protocol is limited to \$511 per day (or \$5,110 in total).

General EPSL Rules

- Employees may elect to use EPSL before utilizing any accrued paid sick leave under the Town's sick leave policy.
- Employees are responsible for notifying, as soon as is reasonably practicable, Human Resources of their intent to utilize this Protocol, so that the appropriate application paperwork may be given to the employee promptly.
- Employees must complete the necessary paperwork and return it to Human Resources promptly to receive compensation under this Protocol. Failure to return application paperwork and/or required supporting documentation promptly may result in a delay in receiving compensation under this Protocol.
- Employees seeking compensation under this Protocol found solely to be taking this leave to defraud the Town will be subject to disciplinary action up to and including termination of employment.
- The Town will not retaliate against any employee who requests to take EPSL per this Protocol.

- In the event, an employee's absence from work exceeds the 80 hours of emergency sick leave this Protocol, all other policies, including the Town's policy on sick leave remain applicable. Like provisions of the Town's Personnel Policy and Procedures remain applicable.
- This Protocol shall remain in place until such time as the Town Manager announces, in writing, that this Protocol is amended or is no longer in effect.

Effect on other Benefits

Paid leave under this Protocol does not reduce any other accrual balance. While an employee is utilizing the Emergency Paid Sick Leave the Town continues the employee's benefits at the same level and under the same conditions as if the employee had continued to work. An employee continues to accrue vacation and sick leave while on Emergency Paid Leave. If the employee contributes to health benefits, life insurance, retirement plan(s), etc. the Town will continue to make payroll deductions while the employee is on EPSL.

Option to Work Remotely

Each employee should work with Human Resources to determine if remote work arrangements are available. Remote work arrangements will be determined on a case-by-case basis and may not be feasible for all positions.



Town of North Topsail Beach

Beach, Inlet, and Sound Advisory Committee

To: NTB Board of Aldermen
Subject: Monthly Report for June 28, 2022, Meeting
From: Mike Benson, Chair
Date: June 29, 2022

Organizational Item. On behalf of the committee, Chairman Benson reluctantly accepted the resignation of Michael Pawelko who represented Phase 3 on the BISAC.

Recommendation. *The Board is requested to announce an open slot for the Phase 3 representative and make a call for applicants from Phase 3 who would like to serve on the committee.*

Manager’s Update. Manager Derian, *ex officio*, reported that

- Phase 5 along with other sand projects are paused until November after turtle season. In November we will resume work with our current contract for 289,000 CYs of sand and in the meantime are currently working on an IFB for the second phase of work that will be for 310,000 CYs of sand.
- Sea oats planting continues with Coastal Transplants continuing their dune planting work through August. July 6th through mid-August they will be starting approximately 9,000 feet from the St. Moritz and finishing at the Surf City town line.
- Living Shoreline Project – Manager Derian has been working with the NC Coastal Federation since last October to initiate the first living shoreline project for NTB. We will be pursuing with a grant to install an Oyster Catcher Marsh Toe Revetment project at the Richard Peters Park. This living shoreline demonstration will be installed between the two piers and will be 100% fully funded through a grant.

BISAC Budget Presentation. Alderman Grant used a PowerPoint document to explain to the committee the Town revenue sources, and where revenues are spent; as well as the Shoreline Protection Fund (Fund 30) and how revenues are spent in that fund. He went on to explain why the property tax will increase in 2022-2023 in relation to the County re-evaluation and the basis for the Board’s adoption of next year’s budget starting July 1. He emphasized that the Town only has control over the property tax rate and that all other Town revenues are set by state and county formula or dependent on tourism dollars through the accommodation tax. His presentation is included as a part of this report.

Ravella 2013 Report to BOA: a Review. As background for the BISAC, the Ravella Report was reviewed to understand how the Town developed its shoreline protection plan for Phases 1 through Phase 5. Chairman Benson noted the two shoreline protection projects mentioned in the report, that is the Phase 1 and the Phase 5 dune and beach nourishment projects with the Phase 1 project paid off shortly after completion of the project. However, the 2015 Phase 5 project funded by the 30-yr USDA Rural Development Loan to the Town would still limit further shoreline protection activities until that loan was retired in 2045 had the Town not recently adopted a ‘Special Obligation Bonds’ strategy to pay off the loan balance over the next 5 years. Alderman Grant noted that the US Army Corps of Engineers (USACE) federal project was also mentioned in the Ravella report. The Report, published in 2013, forecast that the USACE Project would begin in 2015 (seven years later it has not) and the estimated cost of that Project in 2013 grossly underestimated the 2022 costs that the Town would have incurred had it proceeded with Surf City – N. Topsail Beach federal project. Chris Gibson added that the Ravella report outlined the shortcomings in the ability of the Town to fund a complete 11-mile-long beach nourishment project for all five phases. Although funding did not develop as planned, Mr. Gibson noted that a lot of study went into looking at various sand sources so that offshore sand sources (with rocks) could be avoided.

NC Coastal Storm Damage Mitigation Fund Grant. Chris Gibson updated the committee on the grant application that he and Manager Derian are in the process of preparing. This grant requires a one-to-one non-state match. There are \$18 million dollars available in the fund this year. Mr. Gibson does not think there will be many grant applications from coastal communities this year as many communities already have funding in place or are not ready to start their shoreline protection projects. Thus, he suggests that N. Topsail Beach apply for \$10.5 million dollars from the fund to extend the Phase 5 FEMA beach-fill project throughout the entire 2+ miles of Phase 4 shoreline.

Recommendation. *The Board should approve going forward with this grant application as leveraging CSDM funds through our federal FEMA project already underway would allow an additional shoreline phase to be nourished for added storm protection.*

Next Meeting – Tuesday, August 23, 2022, at 10:30 am

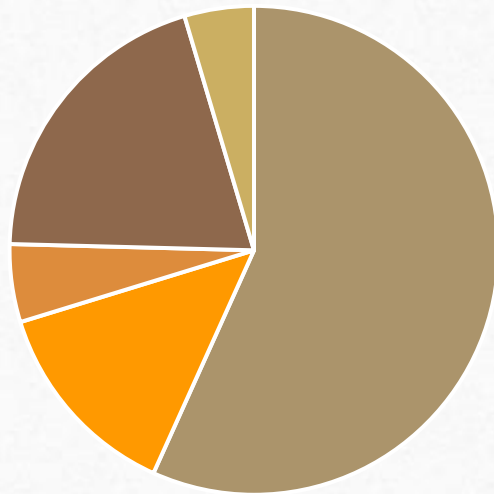


RECREATION DESIGN

BISAC BUDGET PRESENTATION JUNE 28, 2022

NTB revenues

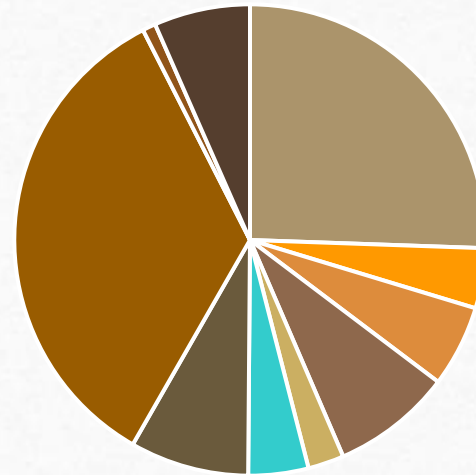
Revenues



■ property taxes ■ accomodation tax ■ parking ■ sales ■ refuse ■ misc

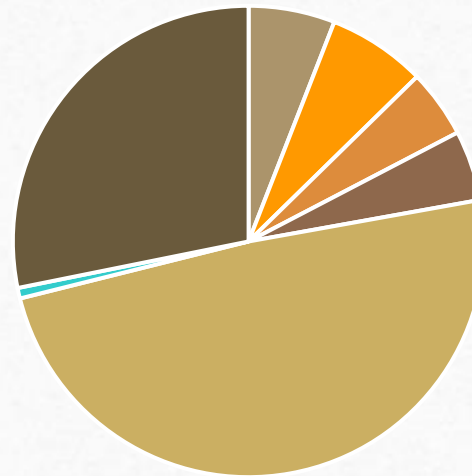
- Property taxes-\$6.3
- Accommodation taxes \$1.5
- Sales tax \$2.22
- Parking \$.572
- Misc. \$0.50

Where do the revenues go?



- Public safety \$3.1
- Trash \$0.50
- Administration \$0.68
- Planning zone Grounds \$1.00
- Insurance \$0.30
- Other general \$0.50
- Capital improvements \$0.99
- Shoreline protection \$4.15
- American rescue \$0.11
- Public Works \$0.80

Shoreline Protection



- General Maintenance \$246,000
- NRI Master Plan \$280,000
- Contracts Plans and Specs \$194,000
- Sandbag repair project \$200,000
- 2022B Sob payment \$2,030,484
- 30 year beach plan \$30,000
- Future projects funds \$1,168,779

What are the towns biggest expenses?

- Shoreline protection \$4,149,263 34%
 - SOB \$2,030,484 16%
- Public Safety \$3,089,689 25%
- Capital Budget \$990,000 8%
- Administration \$687,000 5.6%
- Planning, zoning, grounds \$1.0 million 8.1%
- Public Works \$800,000 6.5%
- Trash \$514,000 4%
- Insurance \$277,500 2.2%

Why are taxes up this year?

- Every four years Onslow County does a revaluation of the real property which applies to North Topsail Beach.
- There was a substantial increase in the value of real property, in North Topsail Beach this was on average over 50% but as this was done by individual property it varies.
- Your bill included lower tax rates for both Onslow County (new rate 0.65) and NTB (0.43) but this reduction is not sufficient to compensate for the unprecedented rise in property values

Who pays the most taxes

- The vast majority (around 95%) of NTB property owners are “second home” owners and do rent out their property and thus have an opportunity to offset property taxes with their rental income which has been higher
- Those same owners pay the vast majority of property taxes (probably higher than 95% because the larger properties tend to be rentals) and generate all the occupancy(rental) taxes which are around \$1.5 million dollars per year
- The town only has control over property taxes, accommodation taxes (rental) are set by statute and are 6% of the rental fee. North Topsail Beach gets 1/2 or 3% of these fees which must be used for beach type expenses not for general expenses. Haven't these increase in rental fees been a windfall for the town?
 - If \$1 million more is generated in rental fees, Onslow County receives 3% or \$30,000, NTB receives 3% or \$30,000 and the remaining 96% or \$960,000 goes to the property owner and rental company

What did the town consider in establishing its' budget?

- Planning for the future
 - Beach
 - Capital Projects—firehouse and equipment (newest engine 2008)
- Inflation
 - 40 year high at 8.4%
 - Interest rate increase (FED increases-mortgage rate up almost 100% since January)
- Competition
 - County did 10% across the board pay increase-NTB at 6%
- Summary
 - Costs likely to rise substantially
 - Failure to plan will result in higher costs to taxpayers and less town beach and capital projects.

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND
[Consult "Guidelines" (Form 12G) for guidance in completing this form]

Section X, Item C.

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not have immediate plans to subdivide. It should not be used to sell property that is being subdivided unless the property has been platted, properly approved and recorded with the register of deeds as of the date of the contract.

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": Town of North Topsail Beach

(b) "Buyer": Christopher Huie, Tiffany Huie

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

NOTE: If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: 328-336 Folkstone Road
City: Holly Ridge Zip: 28445
County: Onslow, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)
Plat Reference :Lot/Unit 36,37,38,39,40, Block/Section 1, Subdivision/Condominium Davis Fields
, as shown on Plat Book/Slide 40 at Page(s) 134

The PIN/PID or other identification number of the Property is: Parcel Numbers : 036653, 036654, 036655, 036656, 036657, 061899

Other description: ROW S1 DAVIS FIELDS AND L36, 37, 38, 39, & 40 S1 DAVIS FIELDS

Some or all of the Property may be described in Deed Book 1672 at Page 929

(d) "Purchase Price":

\$ 125,000.00 paid in U.S. Dollars upon the following terms:
\$ BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date
by [] cash [] personal check [] official bank check [] wire transfer
[] electronic transfer (specify payment service:)
\$ 1,000.00 BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent
named in Paragraph 1(f) by [] cash [] personal check [X] official bank check [] wire
transfer, [] electronic transfer, EITHER [] by the Effective Date OR [] within five (5)
days of the Effective Date of this Contract.
\$ BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow
Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic
transfer no later than 5 p.m. on ,
TIME BEING OF THE ESSENCE. by [] cash [] official bank check [] wire transfer
[] electronic transfer
\$ BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the
existing loan(s) secured by a deed of trust on the Property in accordance with the attached
Loan Assumption Addendum (Standard Form 2A6-T).
\$ BY SELLER FINANCING in accordance with the attached Seller Financing Addendum
(Standard Form 2A5-T).
\$ 124,000.00 BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid
with the proceeds of a new loan).



This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.
Buyer initials [] Seller initials []



If the parties agree that Buyer will pay any fee or deposit described above by electronic transfer, Seller agrees, effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may be entitled to recover reasonable attorney fees and court costs. See paragraph 20 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

(e) **"Earnest Money Deposit"**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited promptly and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. See paragraph 20 for a party's right to the Earnest Money Deposit, and attorneys' fees incurred in collecting the Earnest Money Deposit, in the event of breach of this Contract by the other party.

(f) **"Escrow Agent"** (insert name): Keith Fisher
 Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date"**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **"Due Diligence"**: Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee"**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 20(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. See paragraph 20 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

(j) **"Due Diligence Period"**: The period beginning on the Effective Date and extending through 5:00 p.m. on June 22, 2022 **TIME BEING OF THE ESSENCE.**

(k) **"Settlement"**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

Buyer initials CH JH Seller initials _____

(l) **"Settlement Date"**: The parties agree that Settlement will take place on June 27, 2022 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

Section X, Item C.

NOTE: See paragraph 9, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 9 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **"Special Assessments"**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property.

NOTE: Buyer's and Seller's respective responsibilities for the payment of Special Assessments are addressed in paragraphs 4(a) and 6(k).

2. **BUYER'S DUE DILIGENCE PROCESS:**

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, *prior to the expiration of the Due Diligence Period*, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: Buyer's obligation to purchase the Property is not contingent on obtaining a Loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.

Buyer initials CH JH Seller initials _____

- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the availability, costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (v) **Appraisals:** An appraisal of the Property.
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

NOTE: NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

- (xi) **Sale/Lease of Existing Property:** As noted in paragraph 3(b), this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.
- (xii) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(d) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(e) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(f) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

Buyer initials CH JH Seller initials _____

3. BUYER REPRESENTATIONS:

(a) Funds to complete purchase:

(Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement is is not attached.

NOTE: If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.

OR:

(Check if applicable) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (check all applicable sources):

First Mortgage Loan:

Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property: Conventional

USDA Other type: _____

_____ in the principal amount of **\$125,000.00** .

Second Mortgage Loan:

Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property:

Other funds:

Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: _____

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed.

Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(b) **Other Property:** Buyer DOES DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. *(Complete the following only if Buyer DOES have to sell or lease other real property:)*

Other Property Address: _____

(Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. *(Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.)* Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

is listed with and actively marketed by a licensed real estate broker.

will be listed with and actively marketed by a licensed real estate broker.

Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as maybe specifically set forth herein.

Buyer initials CH JH Seller initials _____

4. **BUYER OBLIGATIONS:**

- (a) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.
- (b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:
 - (i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;
 - (ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
 - (iii) determining restrictive covenant compliance;
 - (iv) appraisal;
 - (v) title search;
 - (vi) title insurance;
 - (vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
 - (viii) recording the deed; and
 - (ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.
- (c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney:(1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

5. **SELLER REPRESENTATIONS:**

- (a) **Ownership:** Seller represents that Seller:
 - has owned the Property for at least one year.
 - has owned the Property for less than one year.
 - does not yet own the Property.
- (b) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property subjects does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.
- (c) **Sewage System Permit:** (Applicable Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.
- (d) **Private Drinking Water Well Permit:** (Applicable Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)

6. **SELLER OBLIGATIONS:**

- (a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**
 - (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.
 - (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).
 - (iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

Buyer initials CH JH Seller initials _____

Section X, Item C.

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost including any connections and dewatering. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

NOTE: See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

d) **Removal of Seller's Property:** Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising there from.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(h) **Deed, Taxes, and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: Christopher Huie, Tiffany Huie

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ Zero toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

Buyer initials CH JH Seller initials _____

Section X, Item C.

(j) **Owners' Association Fees/Charges: Seller shall pay:** (i) any fees required for confirming Seller's information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 4(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Owners' Association Disclosure and Condominium Resale Statement Addendum** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(n) **Seller's Breach of Contract:** See paragraph 20 for Buyer's remedies in the event of breach of this Contract.

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Rents:** Rents, if any, for the Property;
- (c) **Dues:** Owners' association regular assessments (dues) and other like charges.

8. **RISK OF LOSS/CONDITION OF PROPERTY AT CLOSING:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted. If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

9. **DELAY IN SETTLEMENT/CLOSING:** This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

10. **POSSESSION:** Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes, including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered.

11. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- | | |
|---|--|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Owners' Association Disclosure Addendum (Form 2A12-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) | |

Identify other attorney or party drafted addenda: _____

Buyer initials CH JH Seller initials _____

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT THIS CONTRACT.

12. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

13. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

14. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

15. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

16. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

17. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

18. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

19. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

20. **REMEDIES:**

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, any Earnest Money Deposit shall be paid to Seller. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 2(d) and 2(e) for damage to the Property. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

Buyer initials CH JH Seller initials _____

Section X, Item C.

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, if Buyer elects to terminate the result of such breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"). This provision shall not affect any other remedies available to Buyer.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

NOTE: A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer initials CH JH Seller initials _____

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: ^{05/29/2022} **Authentisign** _____

Date: _____

Buyer: *Christopher Huie* _____

Seller: _____

^{05/29/2022 10:48:19 PM GMT} **Authentisign** _____

Town of North Topsail Beach

Date: ^{05/29/2022} **Authentisign** _____

Date: _____

Buyer: *Tiffany Huie* _____

Seller: _____

^{05/29/2022 10:48:34 PM GMT} **Authentisign** _____

Entity Buyer: _____

Entity Seller: _____

(Name of LLC/Corporation/Partnership/Trust/etc.)

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

By: _____

Name: _____

Name: _____

Print Name

Print Name

Title: _____

Title: _____

Date: _____

Date: _____

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address:
Buyer Fax#:
Buyer E-mail:

SELLER NOTICE ADDRESS:

Mailing Address:
Seller Fax#:
Seller E-mail:

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: Realty ONE Group Affinity
Acting as Buyer's Agent
Firm License #: 227229
Mailing Address: 1703 Country Club Road Unit 103, Jacksonville, NC 28546

Individual Selling Agent: Brittany Silance
Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: 324312
Selling Agent Phone#: (910)330-8471
Selling Agent Fax#:
Selling Agent E-mail: brittany.silance@gmail.com

Listing Firm Name: Treasure Realty Inc
Acting as Seller's Agent
Firm License #:
Mailing Address: PO Box 389, Sneads Ferry, NC 28460-0389

Individual Listing Agent: Joseph Powers
Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License #: 202896
Listing Agent Phone#: (910)934-0339
Listing Agent Fax#:
Listing Agent E-mail: joseph@treasurerealty.com

Buyer initials [CH] [JH] Seller initials

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Section X, Item C.

Seller: Town of North Topsail Beach ("Seller")

Buyer: Christopher Huie, Tiffany Huie ("Buyer")

Property Address: 328-336 Folkstone Road , Holly Ridge, 28445 ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Listing Agent hereby acknowledges.

Date: _____

Firm: Treasure Realty Inc

By: _____

(Signature)

Joseph Powers

(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Seller hereby acknowledges.

Date: _____

Seller: _____

(Signature)

Town of North Topsail Beach

Date: _____

Seller: _____

(Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: Keith Fisher

By: _____

(Signature)

(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: Keith Fisher

Time: _____ AM. PM

By: _____

(Signature)

(Print name)

TOWN OF NORTH TOPSAIL BEACH, NORTH CAROLINA

RESOLUTION

WHEREAS, North Topsail Beach is raising funds to facilitate in the purchase of a new fire engine for the North Topsail Beach Fire Department, NTBFD; and

WHEREAS, The Town of North Topsail Beach has been made aware of certain interest-free economic development funding available through Jones-Onslow EMC and the potential for additional funding through the USDA REDLG program; and

WHEREAS, Jones-Onslow EMC has offered to make available up to \$700,000 in interest-free loan funding to assist in the purchase of the new fire engine in return for adequate security for repayment of the \$700,000 loan amount.

NOW, THEREFORE, The North Topsail Beach Board of Aldermen hereby resolves as follows:

1. That North Topsail Beach request a loan for up to \$700,000 from Jones-Onslow EMC pursuant to NCEMC Member Loan Fund, and the USDA REDLG program;
2. That North Topsail Beach agrees to repay the loan in the increments and over the time periods requested by Jones-Onslow EMC in order to meet Jones-Onslow EMC’s obligation to repay the loan amount to NCEMC (and/or through the USDA REDLG program)
3. That North Topsail Beach will offer and pledge such security in its assets, including equipment and machinery, as may be necessary to secure the entire loan amount of up to \$700,000.
4. That the North Topsail Beach Town Manager be and is hereby authorized and directed to execute, on behalf of the Board, such loan agreements, promissory notes, Deeds of Trust, financing statements, pledges and other security instruments as may be requested or required by Jones-Onslow EMC in order to carry out the foregoing resolutions.
5. That approval of this resolution is dependent upon approval by the Local Government Commission, if any, and is also dependent upon North Topsail Beach entering into an agreement whereby North Topsail Beach shall reimburse to Jones-Onslow EMC all payments required hereunder.

Signed the _____ day of _____, 2022

(Town Seal)

North Topsail Beach Mayor

ATTEST: _____

Town Clerk



ORDINANCE NO. 2022-0001

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE TOWN OF NORTH TOPSAIL BEACH, NORTH CAROLINA, AMENDING THE UNIFIED DEVELOPMENT ORDINANCE TABLE 4-1 AND § 4.03.23 DOCKS, PIERS AND FLOATING WALKWAYS AND AMENDING THE CAMA LAND USE PLAN ADOPTING A POLICY STATEMENT TO PROHIBIT UNENCAPSULATED POLYSTYRENE DOCKS.

WHEREAS, during a coastal debris cleanup sponsored by the Coastal Federation, large quantities of polystyrene were found in all areas of our waters and marshlands along our coast. Polystyrene is a petroleum product, commonly known as Styrofoam. It is often used in dock floats because of its buoyancy; and

WHEREAS, polystyrene is neither readily recyclable nor biodegradable and takes hundreds of years to degrade in the environment. When exposed to the elements, it fragments into unsightly, small, nonbiodegradable pieces that may be ingested by marine life, wild and domestic water birds and other wildlife blocking the digestive system and killing them through starvation; and

WHEREAS, the deterioration of larger polystyrene floats into beads and smaller pieces create a pollution line along shorelines, intertidal land and other places where buoyant debris collects. Such pollution must be picked up and removed at the expense of the public and private citizens; and

WHEREAS, to prevent such degradation, pollution and hazard to water dependent mammals and birds, polystyrene floats should be encapsulated in a hard polyethylene shell, which prevents the deterioration and spread of beads and smaller sections of polystyrene floats.

NOW, THEREFORE, BE IT ORDAINED by the North Topsail Beach Board of Aldermen that the Unified Development Ordinance Table 4-1 and § 4.03.23 Docks, Piers And Floating Walkways and the CAMA Land Use Plan is hereby amended subsequent to read as follows:

Table 4-1 Use Table

Table 4-1 Use Table											
<i>Use</i>	<i>MHR</i>	<i>R5</i>	<i>R8</i>	<i>R10</i>	<i>R15</i>	<i>R20</i>	<i>RA</i>	<i>COND</i>	<i>B1</i>	<i>B2</i>	<i>Use Specific Standard</i>
Dock, pier (accessory, principal,)	P	P	P	P	P	P	P	P	P	P	4.03.23

^add floating walkways

§ 4.03 USE SPECIFIC STANDARDS.

§ 4.03.23 Docks, Piers And Floating Walkways

Unencapsulated polystyrene as a floatation device for floating dock systems, piers and floating wa prohibited.

And that the CAMA Land Use Plan be amended to include the following policy statement:

The use of unencapsulated polystyrene as a flotation device for floating dock systems, floating walkways and/or floating structures used in aquaculture is prohibited for use in the coastal waters and marshes within the Town of North Topsail Beach.

This ordinance is effective upon its adoption.

Adopted this the 6th day of July 2022.

Joann McDermon, Mayor

ATTEST:

Melinda Mier, Town Clerk