



**PROPOSED AGENDA
OAK ISLAND TOWN COUNCIL REGULAR MEETING
TUESDAY, JANUARY 20, 2026 – 6:00 PM
COUNCIL CHAMBERS - OAK ISLAND TOWN HALL**

CALL TO ORDER - Honorable Chris Brown

INVOCATION AND PLEDGE OF ALLEGIANCE - Mayor Pro Tempore Craft

PUBLIC HEARING(S) AND ACTION

PUBLIC HEARING I (AND ACTION): The purpose of the Public Hearing is to receive Proposed Text Amendment(s) to the Unified Development Ordinance - Section(s) 5.3, 8.1.1.6, 10.19.6, and 10.26.

Section 5.3 - Expedited Review Reference (Plan Review Process) - Incentive Reference

Section 8.1.1.6 Zoning Dimensional Requirements - Incentive Reference - Text Amendment

Section 10.19.6 - Urban Form Development Standards & Incentives - Revised

Sec 10.26 - District Signs - Incentive Reference

Seven habits of highly walkable communities - Planning.pdf

Walkable City Rules - Never Allow Front Parking

Commercial Code Repair Adoption Strategy 1.7.26

Commercial Code Repair Updated

PUBLIC HEARING II (AND ACTION): The purpose of the Public Hearing is to Receive citizens' comments on Proposed Text Amendment(s) to Supplemental Regulations Section(s) 7.2.3 - Accessory Buildings/Structures, 7.12.2 - Temporary Storage Facility, 7.43 - Food Trucks and 7.46.3 - Sexually Oriented Businesses.

Sec. 7.12.2 Temporary Storage Facility (Portable Storage Units) - Red line Version

Sec. 7.43 - Food Trucks - Revised

SECTION 7.2 ACCESSORY BUILDINGS STRUCTURES. - Revised

Why Food Truck Growth and Restaurant Growth Go Hand in Hand - Institute for Justice

PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS

Presentation -- Audit of the 2024-2025 Fiscal Year

ADJUSTMENT/APPROVAL OF THE AGENDA

PUBLIC COMMENT - GENERAL TOPICS & AGENDA ITEMS *Please state your name and address before addressing Council. Observance of the 3-minute time limit for Public Comments as described in Rule 4 (b) and 24 (2) (a) of the Council Rules of Procedure is appreciated. Written comments are also appreciated and should be submitted to the*

Town Clerk to be recorded in their entirety in the official Minutes. These may be given to the clerk following comments or via e-mail to lstites@oakislandnc.gov.

COUNCIL REPORTS (MAYOR AND COUNCIL)

I. CONSENT AGENDA

- I.1 [Approval of Minutes \(December 9, 2025 Meeting\)](#)
[120925TownCouncilMinutes](#)
- I.2 [Budget Ordinance Amendment \(to appropriate donations and tournament proceeds toward resurfacing courts\)](#)
[Budget Ordinance Amendment Pickelball Court Improvements](#)
- I.3 [Consideration for a Construction Contract - Oak Island Pier Repairs and Approval of the Associated Budget Ordinance Amendment](#)
[PIER REPAIR BUDGET ORDINANCE AND CONTRACT](#)
[Budget Ordinance Amendment Pier Repairs](#)
- I.4 [Approval of Extending Deed of Easement \(apparatus at 2702 W. Dolphin Drive -- AT&T\)](#)
[AGREEMENT TO EXTEND_ NC Oak Island 27th PL final](#)
[GIS_Screenshot](#)
- I.5 [Consideration of an Amendment to the Lease with Brunswick Baseball LLC](#)
[2025-12-03 - First Amendment](#)
[Baseball_Dec2024](#)
- I.6 [Approval of Budget Ordinance Amendment \(to appropriate grant funds received for traffic safety devices\)](#)
[Budget Ordinance Amendment Safety Grant](#)

ITEMS REMOVED FROM CONSENT AGENDA, IF ANY

II. COMMITTEE APPOINTMENTS

III. ADMINISTRATIVE REPORTS: Department reports are available on the Town's website at www.OakIslandNC.gov/DEPT

IV. OLD BUSINESS

- IV.1 [Consideration of Amendments to Section 26-1 of the Code of Ordinances, "Construction or other improvements within street rights-of-way" and Extending the Abatement Period for Enforcement of Right-of-Way Violations](#)
[Sec. 26_1. ___Construction_or_other_improvements_within_street_rights_of_way._010626](#)
[StreetscapeExample_010626](#)

V. NEW BUSINESS

- V.1 [Consideration of Recommending an Elected Official to Serve on the Rural Planning Organization Board](#)

V.2 Consideration of Adopting a Resolution of Intent to Consider Closing of the Town's alley between NE 47th Street and NE 49th Street.

RESOLUTION OF INTENT - CLOSING OF PORTION OF ALLEY

AlleyMap

VI. ADJOURN

**TOWN COUNCIL REGULAR
MEETING
AGENDA ITEM MEMO**

SUBJECT: PUBLIC HEARING I (AND ACTION): The purpose of the Public Hearing is to receive Proposed Text Amendment(s) to the Unified Development Ordinance - Section(s) 5.3, 8.1.1.6, 10.19.6, and 10.26.
DATE: January 14, 2026
DEPARTMENT: Development Services

Subject Summary: BACKGROUND

In July 2025, the Town Council heard a presentation on the Town's initiative for suggested improvements to the Unified Development Ordinance, referred to as commercial code repair. Since that time, Staff has developed a proposed adoption strategy and schedule which was presented to the Board at the September 18, 2025 meeting along with a brief introduction about upcoming text amendments. Having completed the main items from group one of the adoption strategy, we are now progressing to group two, which includes several proposed corrections to the performance standards of Article 10 for off-street parking requirements. Items from group two will be proposed over the next few meetings and will focus on rear parking and eliminating the minimum parking requirement.

SUMMARY

This selection of amendments from group two aims to incentivize specific urban form development standards as they relate to off-street parking for commercial properties. Mainly, that parking be established or relocated to the rear of the property, behind the building, such that visibility of the parking area from the street is reduced. The amendments also incentivize the relocation of driveways off Oak Island Dr. to the side streets in effort to reduce traffic conflicts and congestion along one of Oak Island's busiest roads.

Recent amendments to Chapter 160D Local Planning and Development Regulation of state statute limit the Town's authority to mandate new development standards for commercially zoned property when the new development standard would create a non-conformity on an existing commercial property e.g. a municipality mandates rear parking but there are existing commercial properties with front parking. The parcels with front parking would thus be non-conforming to the ordinance, and as such, the amendment would be considered a prohibited down-zoning.

§160D-601 - Down-Zoning.

No amendment to zoning regulations or a zoning map that down-zones property shall be initiated, enacted, or enforced without the written consent of all property owners whose property is the subject of the down-zoning amendment. For purposes of this section, "down-zoning" means a zoning ordinance that affects an area of land in one of the following ways:

- (1) By decreasing the development density of the land to be less dense than was allowed under its previous usage.
- (2) By reducing the permitted uses of the land that are specified in a zoning ordinance or land development regulation to fewer uses than were allowed under its previous usage.

(3) By creating any type of nonconformity on land not in a residential zoning district, including a nonconforming use, nonconforming lot, nonconforming structure, nonconforming improvement, or nonconforming site element.

To avoid down-zoning implications, rather than requiring specific design standards, the Town looks to offer development incentives for voluntary compliance. To be clear, these are not financial incentives but rather additional allowances and exceptions to our existing ordinances applied to the project site.

Proposed new section 10.19.6.1 establishes the applicable zoning districts and requires total compliance to the recommended urban form development standards to qualify for the applicable incentives.

Proposed new section 10.19.6.1.1 prescribes two site design standards the applicant must voluntarily comply with to receive the applicable incentives. The first prescribes the location of off-street parking on the site and the second limits driveways off Oak Island Drive.

Proposed new section 10.19.6.1.2 outlines the offered incentives for voluntary compliance to the recommended urban form development standards. If an applicant locates their parking in the rear the site qualifies for a reduced front setback to five (5) feet from the property line, expedited application and site plan review and an increased wall signage allowance. Likewise, if the site foregoes a driveway access off Oak Island Drive by utilizing a side street or lateral access connection from an adjacent commercial property the parcel becomes priority for planned improvements by the Town such as the installation of sidewalks, on-street parking, or street trees.

PLANNING BOARD RECOMMENDATION

At the December 18, 2025 meeting, the Planning Board recommended approval of the proposed text amendments with a few minor modifications to the text. The Board recommended including parcels which grant through-access to landlocked properties to be eligible for incentive b) as included in the new Section 10.19.6.1.2. This change acts to incentivize parcels adjacent to a side street to share access with landlocked properties in effort to reduce the number of new driveways established off Oak Island Dr. Additionally, the Board recommended including all sign types that are attached to the building rather than limiting the incentive to wall signs alone. This incentive now includes other sign types such as canopy, awning, window, projecting, and the like. Lastly, the Planning Board recommended replacing "may" with "shall" in the first line of 10.19.6.1.2.a.1 to read "Qualifying projects shall be subject to an expedited 30-day plan review" and "...the area immediately adjacent to the subject parcel shall be prioritized by the Town for installation of the planned improvements such as sidewalks, street trees, street parking, pedestrian infrastructure or the like." in Section 10.19.6.1.1.b.1. Staff recommends maintaining "may" as it relates to the incentive for Town installation of improvements since the installation of these items are contingent on funding that may or may not be secured at the time the proposed development is approved. The use of "shall" could allow the property owner to compel the Town to construct such items at a time when the Town is unprepared to do so.

COMPREHENSIVE LAND USE PLAN CONSISTENCY

The proposed amendments were found to be consistent with the 2025 Comprehensive CAMA Land Use Plan. The amendments support Objective 1.1 to Strategically Update the Town's Unified Development Ordinance (UDO) to Enhance Community Health and Function when the amendments to Article 10 may serve to reduce traffic conflicts along Oak Island Drive and promote a healthier walkable community. The amendments also improve the functionality of the ordinance and the Town's administrative processes. Objective 1.2 Promote Actions and Development that Forward the Vision and Character of Oak Island are supported when development and re-development which adheres to the Town's vision for the future of Oak Island is facilitated by changes to the ordinance.

SUPPLEMENTAL MATERIALS

Also included in the packet is an explanation of the legal parameters municipalities must work within when offering tax incentives for development. While tax credits or other financial incentives may be perceived to be the most effective in facilitating a desired change, municipalities are limited in their scope of authority when offering such an incentive and risk exceeding their legal bounds thus exposing the Town to possible liability that should be avoided.

Additionally, a few supporting articles have been included that address rear parking and other urban form practices which facilitate place making and walkable communities.

Attachments:

[Section 5.3 - Expedited Review Reference \(Plan Review Process\) - Incentive Reference](#)
[Section 8.1.1.6 Zoning Dimensional Requirements - Incentive Reference - Text Amendment](#)
[Section 10.19.6 - Urban Form Development Standards & Incentives - Revised](#)
[Sec 10.26 - District Signs - Incentive Reference](#)
[Seven habits of highly walkable communities - Planning.pdf](#)
[Walkable City Rules - Never Allow Front Parking](#)
[Commercial Code Repair Adoption Strategy 1.7.26](#)
[Commercial Code Repair Updated](#)

Suggested Motion: Motion to approve the text amendments to Section(s) 5.3., 8.1.1.6., 10.19.6., and 10.26.

or

Motion to approve the text amendments to Section(s) 5.3., 8.1.1.6., 10.19.6. changing "may" to "shall" in section 10.19.6.1.1.b., and 10.26.

Financial Impact Statement: N/A

Legal Review: N/A

**SECTION 5.3 ADMINISTRATIVE APPROVAL—MAJOR/MINOR SITE PLAN, MINOR SUBDIVISION,
OR MAJOR SUBDIVISION PRELIMINARY/FINAL PLAT.**

5.3.1. As applicable, expedited review of submitted plans containing the recommended urban form development standards of 10.19.6.1.1., refer to 10.19.6.1.2.(2)

SECTION 8.1 DIMENSIONAL REQUIREMENTS TABLE.

8.1.1. Dimensional Table Notes.

8.1.1.6. Setback Exceptions.

8.1.1.6.5. Reduced front setback per 10.19.6.1.2.a.(1) for compliance to recommended urban form development standards in the CL-D, CB, CR, and O&I districts per 10.19.6.1.1.

SECTION 10.19 OFF-STREET PARKING REQUIREMENTS.

10.19.6.1. Urban Form Incentives in the CL-D, CB, CR, and O&I Districts

The Town of Oak Island encourages rear parking and looks to reduce the number of driveway accesses on Oak Island Drive in the CL-D, CB, CR, and O&I districts. To further the goals of the Streetscape Master Plan and objectives of the Comprehensive CAMA Land Use Plan the Town offers incentives as set forth in 10.19.6.1.2. for those who voluntarily comply with the recommended urban form development standards as listed in 10.19.6.1.1. Each of the recommended urban form development standards must be satisfied to qualify for the applicable incentives.

10.19.6.1.1. Recommended Urban Form Development Standards

- a) Parking shall be located to the rear of the building (between required rear yard and building) and is encouraged to be designed in such a manner to reduce visibility of the parking area from the street.
 - 1. In the case of corner lots with frontage on Oak Island Drive and when the required front yard and front facade face the side street, parking shall be located nearest to the property line furthest from Oak Island Drive and behind or to the side of the building such that visibility of the parking area from the Oak Island Drive is reduced.
- b) Driveways where safely feasible and in accordance with the NCDOT roadway design manual shall be limited to side streets with no direct access to Oak Island Drive. Interior parcels without frontage along a side street are encouraged to establish lateral access through adjacent properties.

10.19.6.1.2. Incentives for Recommended Urban Form Development Standards

- a) Incentives for voluntary compliance to 10.19.6.1.1.a. or 10.19.6.1.1.a.1. include:
 - 1. **Reduced Front Setback:** The setback for qualifying parcels shall be five (5) feet from the front property line. In the case of corner lots on Oak Island Drive where the front yard is adjacent to a side street, the side yard adjacent to Oak Island Drive qualifies for reduction rather than the front setback.
 - 2. **Expedited Application and Site Plan Review:** Qualifying projects shall be subject to an expedited 30-day plan review. The Town shall have thirty (30) business days to complete the site plan review for zoning compliance, with the days being counted when the current submission/resubmission is in possession of the Planning Department. All Technical Review Committee comments must be satisfied before site plan approval regardless of the thirty (30) day period and additional review by the Technical Review Committee may be required, as needed.
 - 3. **Increased Wall Signage Allowance:** The maximum area for wall signs on the facade facing Oak Island Drive may be increased to 2 square feet for each linear foot of wall frontage.
- b) Incentives for voluntary compliance to 10.19.6.1.1.b.
 - 1. When the subject parcel is adjacent to town owned property, such as right-of-way, and is within an area identified for improvements in a town published plan such as the Streetscape Master Plan, the area immediately adjacent to the subject parcel may be prioritized by the Town for installation of the planned improvements such as sidewalks, street trees, street parking, pedestrian infrastructure or the like.

SECTION 10.26 DISTRICT SIGNS.

10.26.2. Business District Signs When Site Plan is Not Required (O-I, CB, CR, and C-LD).

10.26.2.1. Increased wall signage allowance in the CB, CR, C-LD, and O&I, refer to 10.19.6.1.1.a. and 10.19.6.1.2.(3)

10.26.4. Commercial Major Site Plans and Developments (O-I, CB, CR, and C-LD)

10.26.4.1. Increased wall signage allowance in the CB, CR, C-LD, and O&I, refer to 10.19.6.1.1.a. and 10.19.6.1.2.(3)

Seven habits of highly walkable communities

Questions about this information? [Contact us](#). December 22, 2015

Updated from an original article written by Glenn Pape.

A seven step approach to creating more walkable communities.

Creating places with good walkability and pedestrian friendliness is difficult but not complicated. If a community is looking to focus on improved walkability in their community there are seven main areas or steps to focus on to create a better walking environment.

The first step is creating a fine-grained pedestrian network or circulation pattern. Dense and interconnected pedestrian routes are the foundation of a walkable community. This is most often done with short block lengths or mid-block crossings and cut through alleys. Ideally, a comfortable walkable environment has an intersection or route choice every 200 to 300 feet. This provides pedestrians with efficient access but also creates visual interest or walk appeal as new buildings and intersections come into view. This visual stimulation serves to draw pedestrians along an interesting route.

The second step is to orient buildings to the street. A building should front and frame the street. If a building turns its back to the street it creates a void that pedestrians tend to avoid. The same can be said with a residential garage facing the street. It removes the visual interaction between the public space of the sidewalk and the semi-private space of the building front. These edges created by buildings help to create the public room for pedestrians and reinforce circulation routes. Driveways, loading docks, and service access should be at the rear of buildings or limited in size to minimize the impacts on pedestrian space.

The third step is to organize land uses to support activity. Uses need to be geared toward pedestrian interaction. In commercial areas, retail appropriate uses need to be on the first floor with office or residential above. Land uses with a lot of people coming and going tend to attract additional pedestrian activity and when properly designed and sited can help anchor a retail street. Larger uses such as theatres or parking decks can be located behind a façade of liner buildings with the access point being a point of high pedestrian activity.

The fourth step is to place parking behind or below buildings. Nothing disrupts pedestrian flow like a parking lot. But parking is essential for successful commercial places. Accommodating parking is a key driver in site planning and financing of new development. The concept is to place surface parking in the center of the block behind structures in low to medium demand areas and to site well-designed parking structures in high demand areas. Well-designed structures can serve multiple buildings and draw people onto the street. Remember once a driver has parked that person becomes a pedestrian, so parking needs to be designed to enliven and support surrounding spaces.

Create a human-scale with design details is the fifth step. Large blank walls provide little interest to pedestrians. Human scale is created through two concepts - narrow lots allowing for numerous ever-changing storefronts and the detailing of the storefronts through unique façade design. By placing a new storefront every 18-24 feet, pedestrians are drawn through the environment by the new destinations. Human scale details for each individual storefront includes such things as awnings and signage, lighting and the design of windows. These small-scale details cause pedestrians to interact visually with their environment. Even large buildings can be designed with these types of details to create visual interest and human scale detail.

The sixth step is to provide continuous access. Sidewalks should provide a comfortable welcoming environment that provides access to the structures adjacent. Street crossings should be frequent and well-marked. Sidewalks should connect commercial areas to surrounding neighborhoods and transit stops. The continuity of pedestrian access to destinations such as recreational amenities and major employers or commercial uses is essential for walkability.

Step seven is to complete the street. Streets need to be designed for more than just private and commercial vehicles. Streets need to include all modes of transportation including pedestrians, bicyclists, wheelchair users, and transit. It also needs to accommodate users of all ages and ability. To accomplish this, design principles that manage traffic such as bike lanes, narrow travel lanes and on street parking should be used to create a complete street and make it a safe and welcoming place for all users.

These seven concepts are the basic building blocks of creating a walkable community. Not every concept applies everywhere in a community, but application of these concepts in the correct context will result in a more walkable environment.

For more information on walkability in your community, contact a [Michigan State University Extension Land Use educator](#).

This article was published by **[Michigan State University Extension](#)**. For more information, visit <https://extension.msu.edu>. To have a digest of information delivered straight to your email inbox, visit <https://extension.msu.edu/newsletters>. To contact an expert in your area, visit

Issued in furtherance of MSU Extension work, acts of May 8 and June 30, 1914, in cooperation with the U.S. Department of Agriculture. Quentin Tyler, Director, MSU Extension, East Lansing, MI 48824. This information is for educational purposes only. Reference to commercial products or trade names does not imply endorsement by MSU Extension or bias against those not mentioned.

The 4-H Name and Emblem have special protections from Congress, protected by code 18 USC 707.

We comply with the Federal Trade Commission [1998 Children's Online Privacy Protection Act \(COPPA\)](https://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/childrens-online-privacy-protection-rule) (<https://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/childrens-online-privacy-protection-rule>).



84

Never Allow Front Parking

Embrace the sidewalk with building fronts.

ONE OF THE EARLIEST BOOKS to come out of the New Urbanist movement was *City Comforts*, by David Sucher. It begins with three crucial rules for creating community. Rule #1: “Build to the sidewalk.”²⁴² While it takes more than three rules to make great places—how does 101 sound?—it is hard to imagine a better place to start. Because when it comes to destroying walkability, the front parking lot is probably the most common and the most impactful error that cities make.

Front parking lots do five bad things simultaneously.

Case in point, Over-the-Rhine in Cincinnati: 1,200 feet of continuous revitalization along Vine Street after a two-way reversion in 1999 (see Rule 38), stopped in its tracks after three full blocks by a Kroger Deli parking lot. Shoppers and diners stroll north from downtown, hit this beauty—with a mere fifteen spots—and turn on their heels. As of this writing, the buildings to the north, 100 feet from bustling vitality, are still boarded up.

Similar mistakes can be found along more North American main streets than it is possible to count. Some time around 1960, the suburban auto-age Quickie Mart was allowed to invade the downtown, and things went south from there. The ugly, plastic, fluorescent-glowing storefront added insult to injury, but the real culprit was the parking in front.

Front parking lots do five bad things simultaneously. They push buildings back from the street, destroying its spatial definition. They put store windows out of view, making the walk less interesting. They create curb cuts across the sidewalk, undermining its comfort and safety (see Rule 81). They allow patrons to park directly in front of businesses, depopulating sidewalks of strolling shoppers. And they send a not-so-subtle message that the store is meant to serve motorists—who could be from anywhere—rather than locals.

Most cities’ planning departments understand that front parking is a blight, but that does not mean it is not allowed. A common struggle is with Walgreens or Rite Aid, whose standard store plans presume front parking, typically right at the corner, where spatial definition is most needed. Happily, these merchants have shown a willing-



The parking lot that stalled redevelopment on Vine Street in Over-the-Rhine.

ness to be flexible—in those cities that insist. The proper solution involves a parking lot that is one bay wide (double head-in in 60 feet) that wraps around the back two sides of a building that sits on the corner.

This result still places gaps in the streetscape while introducing two curb cuts, but it is vastly superior to the alternative. If the curb cuts are paved to match the sidewalk, and the parking lot edged by decorative walls, the impact is limited.

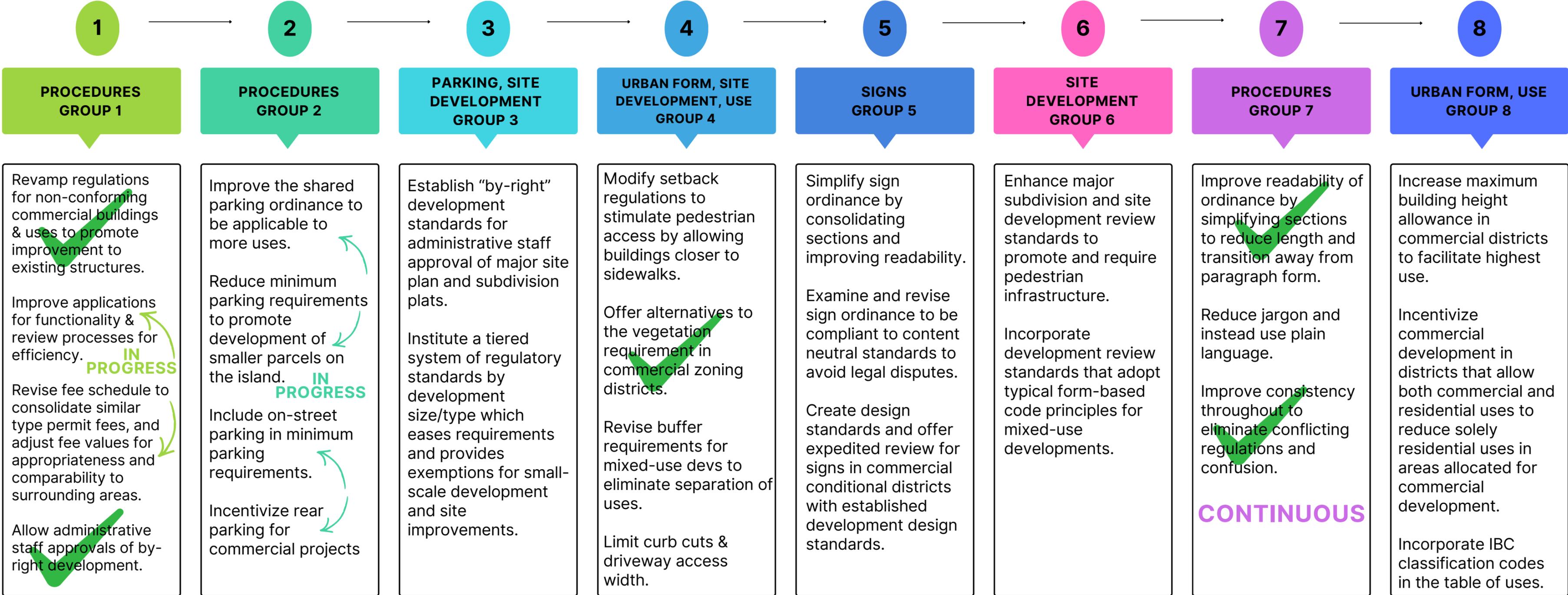
Cities that wish to ensure a positive outcome must be specific in their codes. All good new urban development ordinances outlaw front parking lots. Most also stipulate

that stores may have secondary doors facing their rear parking, as long as they have front doors on the sidewalk. But very few remember to require that the front doors be kept open during store hours. This was the problem in Birmingham, MI, which over a decade transformed its downtown from auto-oriented to “walker’s paradise” following a DPZ plan. One glitch was a large jeweler who followed the plan to a T but kept their sidewalk doors locked.

Shifting back to urban, walkable development patterns from conventional suburban models has been a struggle, especially in suburbia. The first step has always been—and remains—reorienting buildings to the street.

RULE 84: Do not allow front parking lots, and require businesses with rear or side parking lots to place their primary entrance at front.

COMMERCIAL CODE REPAIR ADOPTION STRATEGY



Commercial Code Repair			
Category	Topic	Barrier	Strategy
Procedures	Adjust regulations for non-conforming buildings and uses.	Regulations prevent expansion, reuse, or modernization.	Keep strict on nuisances, but allow more improvement and reuse flexibility.
Procedures	Improve application and review processes	Departments work in silos; unclear process for applicants	Host pre-submittal meetings, provide checklists, and a visual timeline of steps.
Procedures	Consolidate and right-size application fees	Confusing fee structure across departments	Combine into a single fee per application and scale based on project size.
Procedures	Craft by-right standards	Staff/political discretion makes approvals uncertain	Define clear, objective criteria for what qualifies as by-right development
Procedures	Set development thresholds	One-size-fits all rules burden small projects	Provide exemptions or relaxed standards for small-scale redevelopment
Parking	Enable shared parking	Uses can't share spaces by default	Adopt a shared parking policy that accounts for time-of-day demand
Parking	Reduce parking requirements	Overbuilt parking adds cost and land use burden	Lower required parking counts, especially for urban and small-scale uses
Parking	Count on-street parking	On-street spaces don't reduce off-street requirements	Let on street parking count for adjacent parcels
Parking	Eliminate or reduce minimum parking requirements	Mandates create financial and space challenges	Eliminate minimums in walkable areas; consider parking maximums
Site Development	Reform vehicular site access standards	Too many or too-wide driveways	Limit number of curb cuts and encourage shared access/alleys
Urban Form	 Amend setback regulations	Only minimum setbacks; buildings too far from sidewalks	Use maximum or range-based setbacks to support walkability
Urban Form	Require parking to be in proper locations	Parking often in front, hurting streetscape	Require parking to be at the side or rear, with screening when needed
Urban Form	Amend vegetation requirements for commercial zones	Tree requirements make development more costly and create difficulty in achieving desired urban form	Add more flexible options for commercial zones, fee in lieu, different ratios
Site Development	Eliminate buffer requirements in mixed-use districts	Buffers disrupt mixed-use intent	Remove buffer mandates between uses within mixed-use areas
Use	Permit mixed uses in urban districts, but don't require them	Mixed-use sometimes disallowed or mandated everywhere	Allow flexibility; mix uses where feasible, but don't require in every case
Signage	Simplify signage requirements	sign code too complex, burdensome for real estate	Streamline language and simplify review process; permit standard signs by right
Procedures	Create subdivision standards for walkable, mixed-use districts	Current standards written for suburban areas	Write new standards that support compact, walkable districts
Procedures	Provide clear and objective standards.	Paragraph-heavy code; hard to understand.	Use bullet points, lists, and rewrite in plain language
Urban Form	Increase Height Limits in Commercial Zones	Current height restrictions make new construction financially challenging given small commercial lots.	Allow greater building heights in commercial districts to enable more viable development options.
Use	Prohibit single-family residential in commercial zones	Takes up our already limited commercial area, harms walkability	Remove single-family residential from the list of permitted primary uses in commercial zoning districts.

LEGEND	
	Administrative/ In-Progress
	Upcoming Text Amendment
	Current Proposed Text Amendments
	Continuous
	Featured in Current Proposed Amendment
Strikethrough	Completed

Use	Coordinate zoning use in categories with the IBC	Zoning and building codes don't align	Match zoning use categories to IBC for smoother coordination and fewer conflicts
-----	--	---------------------------------------	--

**TOWN COUNCIL REGULAR
MEETING
AGENDA ITEM MEMO**

SUBJECT: PUBLIC HEARING II (AND ACTION): The purpose of the Public Hearing is to Receive citizens' comments on Proposed Text Amendment(s) to Supplemental Regulations Section(s) 7.2.3 - Accessory Buildings/Structures, 7.12.2 - Temporary Storage Facility, 7.43 - Food Trucks and 7.46.3 - Sexually Oriented Businesses.

DATE: January 15, 2026

DEPARTMENT: Development Services

Subject Summary: BACKGROUND

At the August 12, 2025, meeting the Town Council heard the Planning Board's recommendations for updates to Section 7 - Supplemental Regulations of the Unified Development Ordinance. Council members indicated they had additional concerns regarding specific sections including 7.12.2, 7.43, and 7.46.3. Additionally, Staff has uncovered a conflict with administering the accessory structure ordinance and is proposing a text amendment to 7.2.3 to remedy the issues.

PROPOSALS

The amendment to Section 7.2.3 adds "structures" to the prohibition against placement of accessory buildings within a utility or recorded access easement but exempts fences from this preclusion. Structures and buildings can obstruct and delay access to utility easements which may be needed in emergency situations such as restoring power during extreme weather events. Buildings are not allowed within utility easements nor are required plantings; the addition of "structures" allows for more consistency in the administration of the ordinance. The amendment also adds "recorded access easements" to prohibited areas where accessory structures may not be constructed or placed. The Town should not knowingly authorize the construction or placement of structures within recorded access easements that have the potential to prevent a person's legal access to property. The subsection also addresses a recent issue regarding the placement of structures near fire hydrants that was brought to the Staff's attention by the Fire Marshal. While the Town has adopted fire codes, zoning staff and citizens rely on the UDO for guidance on site development standards, including the rule within the UDO will ensure the code is being implemented by those reviewing zoning and building permits for approval.

The amendment to Section 7.12.2 removes the thirty- (30) day gap between placement of a temporary storage facility (portable storage unit) and the requirement for a zoning permit. The thirty- (30) day period that a portable storage unit is allowed on a property unpermitted is difficult to track from a code enforcement standpoint. The first day the zoning technician becomes aware of the storage facility may not be the first day the storage facility was placed on property, skewing the thirty-day timeline. Further, the unpermitted gap requires the zoning technician to keep a log of all observed unpermitted portable storage units before they may enforce, whereas if the waiting period were removed, the zoning technician would immediately be able to distinguish between an unpermitted and permitted storage facility and begin enforcement. The Planning Board recommended unanimous

approval of the text amendment with the added recommendation that the Temporary Storage Facility permit be free for the first thirty- (30) days.

The amendments to Section 7.43 aim to improve the readability of the ordinance and enhance regulations pertaining to food truck usage within the Town. Improving the readability of the ordinance is one of the objectives of the commercial code repair initiative, particularly with sections that contain regulation-dense paragraphs. The ordinance has also been edited to remove inconsistencies and repeated language, and to rearrange certain sentences to sections that better fit the topic, such as moving a site requirement from the prohibitions section to the zoning permit section.

At a previous meeting Town Council discussed removing the cap on annual Food Truck Permits; Planning Board likewise recommended to eliminate the cap. Staff supports eliminating the permit cap as the Town does not have issues with the overpopulation of food trucks. Food trucks promote foot traffic in commercial areas and encourage support of other local businesses and further support the commercial code repair initiative.

The amendment removes the language pertaining to permitting a property rather than a food truck in 7.43.3. Regardless of whether a site has received approval for food trucks, food truck owners who wish to park on a property must receive a permit and submit a site plan. The amendment removes redundancy in the permit approval process.

A uniform annual expiration date for all food truck permits would be established on December 31 of every year. A single expiration date will allow staff to better track the status of the permits and more efficiently contact food truck operators for permit renewals, regulatory updates, Town events, etc.

Section 7.43.3 includes amendments that address required trash receptacles based on the number of trucks on site and the requirement that those trash receptacles be emptied nightly and be located within ten (10) feet of the truck. This section also amends the provision for outdoor seating, allowing no more than sixteen (16) seats for each permitted food truck and addresses where such seating may be located.

In Section 7.43.6, prohibitions are enhanced to include restrictions on the accumulation of trash and debris on site, food trucks operating as drive-thru windows, signage, temporary connections to municipal sewer and water, and parking times. Additionally, the amended ordinance distinguishes food trucks from peddlers.

New sections 7.43.9 and 7.43.10 of the food truck ordinance have been included to address permit revocation and enforcement of unpermitted food trucks that is not provided for in the current ordinance.

Additionally, following discussion at the November Planning Board meeting, regulations that pertained to prescribed distances between restaurants and food trucks were removed. The reasoning for this recommendation was that there are no zoning regulations that would prohibit two competing restaurants from opening adjacent to each other. Removing the separation requirement between food trucks and restaurants enhances equitability in administration of the rules between similar type businesses. In effort to remove regulations the Board felt were overly prohibitive for food trucks, the minimum distance from which a food truck must be parked from a fire hydrant was reduced from fifteen (15) feet to three (3) feet as allowed by fire code. Regulations that prohibited food trucks from parking within required parking spaces during operational hours of the primary use were also removed. This change supports the goals of the commercial code repair initiative in which the Town is giving authority back to the property/business owner to make choices they feel will best support their business in hopes of enhancing our reputation as a business-friendly community and attracting new businesses to Oak Island. Lastly, the Planning Board recommended increasing the suggested fines for operating and hosting food trucks

without a permit from \$150 to \$250.

OTHER ITEM(S)

In the review of the previously proposed amendments to Article 7 Supplemental Regulations, Town Council requested the Planning Board review and affirm the hours of operation for sexually oriented businesses. The Planning Board initially recommended operational hours from 9 a.m. to 10 p.m. with Town Council subsequently amending the hours to 9 a.m. to 5 p.m. The Planning Board affirmed Town Council's modification of the hours from 9 a.m. to 5 p.m. at the November meeting. Unless additional changes are needed, no further action is needed on this item at this time.

PLAN COMPLIANCE

The proposed amendments support Objective 1.1 of the Town of Oak Island 2025 Comprehensive CAMA Land Use Plan to Strategically Update the Town's Unified Development Ordinance (UDO) to Enhance Community Health and Function when the amendments to the food truck ordinance include provisions for cleanliness, proper waste disposal, and prohibiting temporary connections to municipal water and sewer utilities that may lead to contamination. The amendments also improve the functionality of the ordinance and the Town's administrative processes. Objective 1.2 Promote Actions and Development that Forward the Vision and Character of Oak Island is supported when the aesthetics and character of the town are protected by the adoption of ordinances that prohibit or limit activities which may negatively impact other local businesses or residential properties.

Attachments:

[Sec. 7.12.2 Temporary Storage Facility \(Portable Storage Units\) - Red line Version](#)

[Sec. 7.43 - Food Trucks - Revised](#)

[SECTION 7.2 ACCESSORY BUILDINGS STRUCTURES. - Revised](#)

[Why Food Truck Growth and Restaurant Growth Go Hand in Hand - Institute for Justice](#)

Suggested Motion: Motion to approve the text amendments to Section(s) 7.2.3., 7.12.2., and 7.43.

Financial Impact Statement: N/A

Legal Review: N/A

SECTION 7.12 TEMPORARY STORAGE FACILITY (PORTABLE STORAGE UNITS).

Temporary storage facilities, as defined in Appendix A, shall be subject to the following regulations:

7.12.2. Temporary storage facilities ~~intended to be in place for greater than 30 days~~ shall require a zoning permit.

(Ord. of 10-9-2018)

SECTION 7.43 FOOD TRUCKS.

Food trucks shall be permitted in accordance with Section 6.5, subject to the following standards:

7.43.1. Exceptions to the Process.

7.43.1.1. Food trucks may conduct sales while parked on a public street when the Town Council has approved a temporary street closing for a Town-sponsored or civic event such as a street festival/ fair.

7.43.2. Food Truck Location. ~~Food trucks cannot set up within 50 feet of a competing business, merchant or vendor retailing the same goods and merchandise, unless located within a specialty market. Food trucks operating on the same site as a restaurant with a current inspection from the Brunswick County Environmental Health Department are exempt from this separation requirement. Additionally, food trucks must be parked at least 15 feet from any fire hydrant, and five feet away from any driveway, sidewalk, utility box or vault, handicapped ramp, building entrance or exit, or emergency call box. These minimum distance requirements are all measured in a straight line from the closest point of the proposed food truck location to the closest point from the buffered point, or in the case of a restaurant measured from the closest point of the restaurants main entrance. If a zoning permit is issued and a restaurant subsequently opens within 100 feet (measured from the restaurants main entrance) of the approved food truck location, the food truck may continue to operate until the permit expires.~~

7.43.2.1. Commercial businesses may, as a part of a site plan approved per Article 5 of this UDO, install a permanent food truck location on their site subject to the regulations of this section ~~except those related to spacing from a competing business found in 7.43.2.~~ The business shall be responsible for all permitting and documentation that the food trucks using the location meet the requirements of this section.

7.43.2.2. ~~The food truck shall be positioned at least fifty (50) feet from the customer entrance of an existing restaurant during its hours of operation, unless the food truck operator provides documentation that the restaurant owner supports a closer proximity.~~

~~**7.43.2.2.1.** Food trucks operating on the same site as a restaurant with a current inspection from the Brunswick County Environmental Health Department are exempt from this separation requirement.~~

7.43.2.3. Food trucks must be parked at least ~~3~~ 15 feet from any fire hydrant, and five feet away from any driveway, sidewalk, utility box or vault, handicapped ramp, building entrance or exit, or emergency call box.

7.43.2.3.1. These minimum distance requirements are all measured in a straight line from the closest point of the proposed food truck location to the closest point from the buffered point, or in the case of a restaurant measured from the closest point of the restaurants main entrance.

~~**7.43.2.4.** If a zoning permit is issued and a restaurant subsequently opens within 100 50 feet (measured from the restaurants main entrance) of the approved food truck location, the food truck may continue to operate until the permit expires.~~

7.43.3. Zoning Permit. The completed zoning permit must be signed by the property owner ~~and completed~~ and submitted along with a site plan or plot plan. ~~If a property owner has a property large enough to accommodate more than one food truck, only one zoning permit is required to be submitted showing the location of all food trucks. The plot plan must show the limits of the property, the location(s) of the proposed food truck, and label~~

~~adjoining uses on neighboring properties.~~ The applicant must also submit a NC Department of Agriculture Permit, a copy of the vehicle or trailer registration, and proof of compliance with the Brunswick County Health Department regulations. ~~The permit applications must include the property owners' signatures.~~ Fees for these permits shall be as established in the town's yearly fee schedule. ~~The maximum number of food truck licenses to be issued is 10 per year with the restriction that licenses are limited to one per itinerant merchant or vendor.~~ Food trucks permits expire on December 31st of every year and must be renewed ~~license~~ annually. Business licenses for food truck vendors shall be valid for one year.

7.43.3.1. The issued zoning permit must be posted in a visible location on the food truck.

7.43.3.2. The plot plan must show the limits of the property, the location(s) of the proposed food truck(s), seating areas and label adjoining uses on neighboring properties.

7.43.3.3. Trash receptacles must be provided on site at a rate of one (1) receptacle for every two (2) food trucks.

7.43.3.4. All trash receptacles must be emptied each night and must be located no more than ten (10) feet from the food truck or seating area.

7.43.3.5. All equipment associated with the food trucks must be located within three feet of the food truck.

7.43.3.6. Lighting shall be such that it minimizes the glare on roadways and surrounding properties.

7.43.3.7. Outdoor seating should not exceed sixteen (16) ~~fifteen (15)~~ seats for each food truck allowed on the property at a single-time per 7.43.7.

7.43.3.7.1. Outdoor seating may not be placed in required parking spaces or drive aisles during operation hours of the primary use or in the right-of-way and must comply with the zoning dimensional requirements of the district.

7.43.4. Parking. ~~Food trucks may not occupy any required parking stall for the primary use while the primary use is open to the public, thereby resulting in an overloading of parking spaces. Food trucks and the primary use may share parking spaces when having separate hours of operation. Parking stalls that are overflow or extra according to the regulations in the UDO may be used to park a food truck; however, parking stalls leased to another business or adjacent use may not be used unless the food truck is operating under separate hours of operation. Food trucks may not park in handicapped accessible parking spaces, nor can they park in access or drive aisles. The approved location for the parking trucks, as shown on the zoning permit, must be physically marked. The food truck parking space can be marked with paint, tape or other easily identifiable material. Food trucks may not be parked in an approved location after hours of operation. Parking shall be provided in accordance with Article 10, Part III.~~

~~7.43.4.1. Food trucks may not occupy any required parking stall for the primary use while the primary use is open to the public, thereby resulting in an overloading of parking spaces.~~

~~7.43.4.2. Food trucks and the primary use may share parking spaces when having separate hours of operation. Parking stalls that are overflow or extra according to the regulations in the UDO may be used to park a food truck; however, parking stalls leased to another business or adjacent use may not be used unless the food truck is operating under separate hours of operation.~~

7.43.4.3. Food trucks may not park in handicapped accessible parking spaces, nor can they park in access or drive aisles. The approved location for the parking trucks, as shown on the zoning permit, must be physically marked.

7.43.4.4. The food truck parking space can be marked with paint, tape or other easily identifiable material.

7.43.5. Hours of Operation. Food trucks may operate between the hours of 7:00 a.m. and 10:00 p.m.

~~7.43.6. Prohibitions. All equipment associated with the food trucks must be located within three feet of the food truck. The food truck operator is responsible for disposing of all trash associated with the operation of the food truck. Town trash receptacles may not be used to dispose trash or waste. All areas within five feet of the food truck must be kept clean. Grease and liquid waste may not be disposed in tree pits, storm drains, the sanitary sewer system or public streets. Food trucks are all subject to the Town-wide noise ordinance.~~

7.43.6.1. A food truck shall not operate as a drive-thru window.

7.43.6.2. Town trash receptacles shall not be used by a food truck for purposes of waste disposal.

7.43.6.3. Trash or debris shall not be permitted to accumulate; parcels hosting food trucks must be cleared of trash and debris after every use.

7.43.6.4. No liquid, grease or solid wastes shall be discharged from the food truck. No waste shall be disposed of in tree pits, storm drains, the sanitary sewer system or public streets.

7.43.6.5. Food trucks may not use audio amplification and must comply with the municipality's noise ordinance.

7.43.6.6. Food trucks may not park on site more than one (1) hour before or after the adopted hours of operation for food trucks per 7.43.5.

7.43.6.7. Temporary connections to municipal sewer and water are prohibited.

7.43.6.8. No signage shall be allowed other than signs attached to the food truck.

7.43.6.9. A food truck permit does not include peddler as defined by the town code.

7.43.7. Maximum Number of Trucks Per Property.

7.43.7.1. Maximum of two food trucks on lots of one-half acres or less.

7.43.7.2. Maximum of three food trucks on lots between one-half acre and one acre.

7.43.7.3. Maximum of four food trucks on lots greater than one acre.

~~7.43.7.4. Outdoor seating associated with a food truck is only permitted on lots at least two acres in size or greater.~~

7.43.8. Food Truck Rodeos.

7.43.8.1. Unimproved commercial property may develop a location for the exclusive use of food trucks subject to the performance standards of Chapter 10 of the UDO and the regulations of this section.

7.43.9. Suspension and Revocation of Permit

7.43.9.1. The permit issued for the food truck business may be revoked if the operator or property owner violates any of the provisions contained in this article. Notice of violation shall be issued per Section 1.8.

7.43.9.2. A permit may be revoked if it is determined the food truck vendors' operations are causing parking, traffic congestion, or litter problems either on or off the property where the use is located or that such use is otherwise creating a danger to public health or safety.

7.43.10. Unpermitted Food Trucks.

7.43.10.1. Food truck owner/operator(s) operating without a permit shall be assessed a fine of two hundred and fifty dollars (\$250 ~~150~~) and shall immediately cease operations until a valid permit is obtained.

7.43.10.2. The primary use operator or property owner hosting the food truck shall be assessed a fine of two hundred and fifty dollars (\$250 ~~150~~) per non permitted food truck.

7.43.10.3. Any food truck with an outstanding fine is ineligible to obtain a food truck permit until the fine is paid.

7.43.10.4. Any business or property with an outstanding fine will be ineligible to host food trucks until the fine is paid. Any additional food trucks hosted prior to the payment of the fine will result in an additional two hundred and fifty dollar (\$250 ~~150~~) fine per hosted food truck.

(Ord. of 10-9-2018; Amend. of 10-13-2020(2); Amend. of 1-10-2023(2))

SECTION 7.2 ACCESSORY BUILDINGS/STRUCTURES.

7.2.3. Accessory buildings, structures, and uses, except fences shall not encroach into any utility or recorded access easement. In the event of removal or damage by a utility entity, the owner is responsible for any repair or replacement.

7.2.3.1. No accessory building or structure shall be erected within 36 inches of a fire hydrant.

Why Food Truck Growth and Restaurant Growth Go Hand in Hand



As our results illustrate, the critics' theory that food trucks harm restaurants fails. Not only do food trucks not appear to harm restaurants, but they actually appear associated with more restaurants. After the Great Recession in 2008, both food trucks and restaurants increased substantially at the county level throughout our study period. And while food trucks experienced higher growth rates, restaurants cannot complain because a greater number of food trucks in a county does not mean fewer restaurants in that county in a given year. In fact, the opposite is true, with three more restaurants present for each additional food truck. This further undermines food truck opponents' arguments, which they often make most forcefully during economic downturns when restaurants are hurting the most.

There are at least three possible reasons for our finding that food trucks do not harm the brick-and-mortar restaurant industry and may help it. First, food trucks are not direct competitors for all restaurants. Food trucks generally compete with fast food restaurants, not traditional, full-service restaurants.¹ According to one survey, lunch customers account for approximately two-thirds of food trucks' customer base. About half of these customers would choose to buy their lunch at a fast food restaurant if they were not buying it from a food truck, 42% would eat at home or bring food from home, and only 11% would choose to eat at a full-service restaurant.²

Second, food trucks provide brick-and-mortar restaurants with opportunities to test new markets and products. According to the National Restaurant Association, some restaurants see food trucks as opportunities to expand their presence beyond four walls as well as to attract different market segments.³ In fact, restaurant-affiliated food trucks account for 30% to 40% of all food trucks in operation.⁴ Food trucks have even helped many restaurants weather the COVID-19 pandemic: Unable to conduct business as usual due to deserted business districts and indoor dining restrictions, many restaurants have come to see the advantages of having a food truck and have added one or more to their repertoire.⁵

Third, instead of taking customers away from restaurants and putting them out of business, food trucks can help restaurants flourish in a variety of ways. For starters, food trucks can increase foot traffic to an area, helping existing brick-and-mortar restaurants and other businesses and encouraging new entrants into the industry. For example, until the pandemic shut it down,⁶ a weekly food truck gathering at ArtsPark in Hollywood, Florida, drew hundreds of people downtown on Monday nights, traditionally the slowest night of the week for brick-and-mortar businesses.⁷ In another example, food trucks at a popular location in Washington, D.C.—Farragut Square—drew so much foot traffic that four new brick-and-mortar restaurants opened across the street.⁸ And in Houston in 2012, many restaurants supported deregulating food trucks because they noticed trucks brought more foot traffic to their businesses.⁹ Similarly, when Sarasota, Florida, considered legalizing food trucks early in 2021, the city's planning director was in favor based on his professional experience in Atlanta and Madison, Wisconsin, where he said food trucks actually increased business at takeout restaurants.¹⁰

It is easy to understand why this might be: People may go to an area for the food trucks, but they might choose to eat at a restaurant instead if the truck they planned to patronize is too busy or if they see a restaurant that appeals to them more. Or while buying lunch from a food truck one day, they might notice a restaurant they have not seen before and return to the area to try it on a subsequent occasion.

In addition to fueling innovation through competition, food trucks fuel innovation by incubating new brick-and-mortar restaurants.

Food trucks can also create new places for restaurants to be established. They can do this by helping to revitalize underutilized urban spaces. In setting up shop in areas that have few other draws, they can make those areas both more attractive and safer,¹¹ drawing foot traffic to those areas. This new customer base, in turn, may encourage other brick-and-mortar businesses, including new restaurants, to locate in those areas. For example, municipal leaders in Montgomery, Alabama, saw food trucks as an essential part of revitalizing the downtown area—so much so that the city created events for food trucks to be hosted there.¹² Similarly, food trucks appear to have served as a low-cost revitalization tool on underutilized lots in Austin, Texas.¹³

Another way food trucks can help restaurants flourish is by stoking the fire of competition and innovation, contributing to the local culinary scene and even leading to the establishment of new, high-quality brick-and-mortar restaurants. For example, a survey of food truck owners in Vancouver, Washington, revealed that many believe the competition they provide is a healthy driver of restaurant innovation—that it forces restaurants out of complacency. As one survey respondent stated: “[T]he more food carts/trucks we have, the more vibrant our local culinary scene will become. This will, in time, lend itself to more high-quality brick and mortar restaurants and cafes.”¹⁴

This food truck-induced culinary innovation makes intuitive sense, as restaurants must develop better and more unique menu items when food trucks are selling the same type of cuisine.¹⁵ As Alan Hirsch, a restaurant owner in Baltimore, stated: “It’s the market at work. . . . I’m sure when Starbucks was rolling across the country, independent coffee shops were outraged. But there are still independent coffee shops. They had to figure out a way to compete. They started making better coffee.”¹⁶ Others have noticed the culinary innovation food trucks have brought as well. One food producer even testified that the innovative nature of food trucks brought the entire industry back to concentrating on the customer: “Food trucks have helped provide the entire food industry with culinary focus at a time when many had lost sight of consumer needs and interests, taking what’s being learned on the road back into restaurants.”¹⁷

In addition to fueling innovation through competition, food trucks fuel innovation by incubating new brick-and-mortar restaurants and other food establishments. While most food trucks may start off small, they can grow to a point in their popularity where it makes sense to open a brick-and-mortar location. For example, in 2007, Enzo Algarme started a food cart called Papatella in Arlington, Virginia, serving simple yet delicious pizzas made using traditions from his hometown of Naples, Italy.¹⁸ Because of its success, Papatella morphed into a brick-and-mortar restaurant with five locations.¹⁹ The small chain continues to differentiate itself from the competition through its menu, such as by partnering with another local restaurant—Texas Jack’s Barbecue—to create a brisket pizza.²⁰

In another example, this one from Chicago, in 2011, IJ client Laura Pekarik opened her food truck, Cupcakes for Courage, from which she donates 10% of sales to cancer charities. The previous year, she had quit her job to help care for her sister who had been diagnosed with cancer. Following her sister’s recovery, Laura decided to go into business for herself rather than return to her previous career. Despite the Windy City’s stringent food truck regulations, Cupcakes for Courage was such a success that in 2012 Laura opened a brick-and-mortar bakery and café.²¹ Today, Courageous Bakery Cafe has two locations.²² Yet another example of food trucks incubating new restaurants can be found in Louisville, Kentucky, with IJ client Troy King’s food truck, Pollo, which serves gourmet chicken dishes such as chicken and waffles. Troy bought his first food truck in 2014 and soon added a second truck as the business expanded.²³ Troy’s continued success allowed him to open two brick-and-mortar restaurants—Six Forks, which dishes up gourmet hamburgers and hot dogs, and Fry Daddy’s, which mainly serves fried foods.²⁴ Today, Troy’s food trucks and

restaurants contribute to his community in myriad ways. Not only do they provide consumers with more dining options, but they generate tax revenue and create jobs in Louisville. And they might not exist at all if the city's no-vending zones, discussed above, had been allowed to stand.

Other cities where restrictive food truck regulations persist are missing out on the benefits food trucks provide. To return to Benny Diaz's story from our introduction, after he joined with IJ and other food truck owners to sue Fort Pierce, the court granted an injunction, stopping the city from enforcing the 500-foot ban while the case proceeded—a strong indication that the city was unlikely to prevail.²⁵ In response, the city repealed the ban.²⁶ But to ensure the city never revived the ban, Benny continued to press his case,²⁷ and the city admitted during discovery that it was unaware of any harms to “public safety or any other governmental interest” caused by either the injunction against the ban or the ban's subsequent repeal.²⁸ In the end, the court entered a consent final judgment finding the ban unconstitutional—and ensuring Benny and other food truck owners never have to worry about Fort Pierce bringing it back.²⁹ Taco Trap is now freely rolling on the streets of Fort Pierce, serving up tasty tacos and a heaping helping of healthy competition that can only be a good thing for Fort Pierce consumers and restaurants.

[← Go Back](#) [Keep Reading](#) [→](#)

1. Food trucks are considered a part of the quick service restaurant segment, which includes fast food and fast casual (e.g., Cosi, Baja Fresh, Five Guys) restaurants but not full-service restaurants. Davis, C. (n.d.). What is the difference between QSR and fast casual? *OrderMatic*. <https://ordermatic.com/difference-qsr-fast-casual/>><https://ordermatic.com/difference-qsr-fast-casual/>↑[Back to Text]
2. Intuit, 2012; See also Marte, J. (2012, July 20). 10 things food trucks won't say. *MarketWatch*. <https://web.archive.org/web/20171030005749/http://www.marketwatch.com/story/10-things-food-trucks-wont-say-1342813986010>><https://web.archive.org/web/20171030005749/http://www.marketwatch.com/story/10-things-food-trucks-wont-say-1342813986010>; NPD. (2013, August 19). Food trucks primarily replace a quick service restaurant visit, says NPD. Port Washington, NY. <https://web.archive.org/web/20201028051916/https://www.npd.com/wps/portal/npd/us/news/press-releases/food-trucks-primarily-replace-a-quick-service-restaurant-visit-says-npd/>><https://web.archive.org/web/20201028051916/https://www.npd.com/wps/portal/npd/us/news/press-releases/food-trucks-primarily-replace-a-quick-service-restaurant-visit-says-npd/>↑[Back to Text]
3. Mobile-Cuisine.com (n.d.). *Fast casuals, QSRs most likely to start food trucks*. <https://mobile-cuisine.com/trends/fast-casuals-qsr-most-likely-to-start-food-trucks/>><https://mobile-cuisine.com/trends/fast-casuals-qsr-most-likely-to-start-food-trucks/>; National Restaurant Association. (2015, December 18). *Going mobile: From brick-and-mortar to food truck*. Washington, DC.↑[Back to Text]
4. Maras, E. (2017, April 5). Food truck growth goes full throttle: Part 1. *Fast Casual*. <https://www.fastcasual.com/articles/food-truck-growth-goes-full-throttle/>><https://www.fastcasual.com/articles/food-truck-growth-goes-full-throttle/>↑[Back to Text]
5. Berg, 2020.↑[Back to Text]
6. Food Trucks at Arts Park. (2020, March 13). *The following list of events in Hollywood that have been canceled due to COVID-19: 3/16 Food Trucks at ArtsPark 3/23 Food Trucks at ArtsPark 3/30 Food Trucks at ArtsPark* [Facebook post]. https://www.facebook.com/foodtrucksatartspark/posts/3098715446840971?_tn=-R>https://www.facebook.com/foodtrucksatartspark/posts/3098715446840971?_tn=-R↑[Back to Text]
7. Bryan, S. (2013, September 8). Hollywood, FL: Hollywood may expand popular food truck gathering. *MobileFoodNews.com*. <https://mobilefoodnews.com/hollywood-fl-hollywood-may-expand-popular-food-truck-gathering-2/>><https://mobilefoodnews.com/hollywood-fl-hollywood-may-expand-popular-food-truck-gathering-2/>↑[Back to Text]
8. DMV Food Truck Association. (n.d.). *Food truck facts: Top 10 myths*. Washington, DC. <https://web.archive.org/web/20210415231408/https://www.dmvfta.org/food-truck-facts>><https://web.archive.org/web/20210415231408/https://www.dmvfta.org/food-truck-facts>↑[Back to Text]
9. Dietrichson, M. (2012, September 19). Houston food truck ordinance taken to City Council. *HoustonTomorrow*. <http://www.houstontomorrow.org/livability/story/houston-food-truck-ordinance-taken-to-city-council/>><http://www.houstontomorrow.org/livability/story/houston-food-truck-ordinance-taken-to-city-council/>↑[Back to Text]
10. Conway, D. (2021, April 22). New regulations could legalize food trucks. *YourObserver.com*. <https://www.youobserver.com/article/sarasota-food-truck-regulations-restaurants>><https://www.youobserver.com/article/sarasota-food-truck-regulations-restaurants>↑[Back to Text]
11. Clowney, S. (2009). Invisible businessman: Undermining black enterprise with land use rules. *University of Illinois Law Review*, 2009(4), 1061–1104; Austin, R. (1994). “An honest living”: Street vendors, municipal regulation, and the black public sphere. *Yale Law Journal*, 103(8), 2119–2131.↑[Back to Text]
12. Montgomery, Alabama. (2020, August 7). *New food truck event coming to downtown Montgomery*. <https://www.montgomeryal.gov/Home/Components/News/News/3973/16?arch=1&npage=3>><https://www.montgomeryal.gov/Home/Components/News/News/3973/16?arch=1&npage=3>↑[Back to Text]
13. Howell, A. M. (2011). *Food trucks as urban revitalization catalysts: Microenterprise, interim land use and the food economy* [Master's Thesis, University of Texas at Austin]. <https://repositories.lib.utexas.edu/handle/2152/11902>><https://repositories.lib.utexas.edu/handle/2152/11902>↑[Back to Text]
14. Couturier, T., Kinsman, C., Suhotin, V., & Tussyadiah, I. (2015). *Assessment of market potential for mobile food vending in downtown Vancouver, WA*. School of Hospitality Business Management, Carson College of Business, Washington State University Vancouver. https://www.cityofvancouver.us/sites/default/files/fileattachments/community_and_economic_%20%20development/page/17198/foodtruckvancouver_finalreport.pdf>https://www.cityofvancouver.us/sites/default/files/fileattachments/community_and_economic_%20%20development/page/17198/foodtruckvancouver_finalreport.pdf, p. B:1.↑[Back to Text]

15. Myrick, R. (n.d., a) Competition in the food truck industry. *Dummies*. <https://www.dummies.com/business/start-a-business/competition-in-the-food-truck-industry/>"><https://www.dummies.com/business/start-a-business/competition-in-the-food-truck-industry/>↑[Back to Text]
16. Broadwater, L., Gorelick, R., & The Baltimore Sun. (2014, March 3). City Council to consider new rules for food trucks. *The Baltimore Sun*. <https://www.baltimoresun.com/maryland/baltimore-city/bs-md-ci-food-trucks-20140303-story.html>"><https://www.baltimoresun.com/maryland/baltimore-city/bs-md-ci-food-trucks-20140303-story.html>↑[Back to Text]
17. MIC Food. (n.d.). The evolving style and innovation from today's food trucks. <https://www.micfood.com/blog/the-evolving-style-and-innovation-from-todays-food-trucks/>"><https://www.micfood.com/blog/the-evolving-style-and-innovation-from-todays-food-trucks/>↑[Back to Text]
18. Papatella Neapolitan Pizza. (n.d.). *This is our story*. <https://www.papatellafranchise.com/our-story>"><https://www.papatellafranchise.com/our-story>↑[Back to Text]
19. Papatella. (n.d.). *Locations*. <https://www.papatella.com/locations>"><https://www.papatella.com/locations>↑[Back to Text]
20. Hagedorn, D. (2019, September 9). Papatella's second Arlington location is coming. *Arlington Magazine*. <https://www.arlingtonmagazine.com/papatellas-second-arlington-location-is-coming/>"><https://www.arlingtonmagazine.com/papatellas-second-arlington-location-is-coming/>↑[Back to Text]
21. Carpenter, 2015; Compl. for Decl. J. & Inj. Relief, *Burke v. City of Chicago*, No. 12CH41235 (Ill. Cir. Ct. Nov. 14, 2012), <https://ij.org/wp-content/uploads/2012/11/chicago-food-truck-complaint.pdf>"><https://ij.org/wp-content/uploads/2012/11/chicago-food-truck-complaint.pdf>↑[Back to Text]
22. Courageous Cafe Bakery. (n.d.). *Locations*. <https://www.ordercourageous.com/locations>"><https://www.ordercourageous.com/locations>↑[Back to Text]
23. Compl. for Decl. & Inj. Relief, *King v. Louisville/Jefferson Cnty. Metro Gov't*, Civil Action No. 3:17-CV-390-DJH (W.D. Ky. June 28, 2017) <https://ij.org/wp-content/uploads/2017/06/Complaint-FINAL-v.pdf>"><https://ij.org/wp-content/uploads/2017/06/Complaint-FINAL-v.pdf>; Institute for Justice. (n.d., a). *Derby City betting against food trucks* [Backgrounder]. Arlington, VA. <https://ij.org/case/louisville-vending/>"><https://ij.org/case/louisville-vending/>↑[Back to Text]
24. Six Forks Burger Co. (n.d.). *About*. <https://sixforksburgers.com/about/>"><https://sixforksburgers.com/about/>; Ghabour, D. (2021, January 12). Six Forks owner launches new concept to replace Pollo restaurant in Clifton. *Courier Journal*. <https://www.courier-journal.com/story/entertainment/dining/restaurant/2021/01/12/pollo-restaurant-clifton-close-fry-daddys-to-take-over-space/6637787002/>"><https://www.courierjournal.com/story/entertainment/dining/restaurant/2021/01/12/pollo-restaurant-clifton-close-fry-daddys-to-take-over-space/6637787002/>↑[Back to Text]
25. Order Granting Pls.' Verified Mot. Prelim. Inj., *Diaz v. City of Fort Pierce*, Case No. 2018-CA-2259 (Fla Cir. Ct. Dec. 6, 2018), <https://ij.org/wp-content/uploads/2018/12/Order-Grandting-MPI.pdf>"><https://ij.org/wp-content/uploads/2018/12/Order-Grandting-MPI.pdf>; Beck, C. (2019, February 22). *Judge orders Fort Pierce to stop enforcing unconstitutional food truck ban* [Press release]. Arlington, VA: Institute for Justice. <https://ij.org/press-release/judge-orders-fort-pierce-to-stop-enforcing-unconstitutional-food-truck-ban/>"><https://ij.org/press-release/judge-orders-fort-pierce-to-stop-enforcing-unconstitutional-food-truck-ban/>↑[Back to Text]
26. Order Granting Pls.' Verified Mot. Prelim. Inj., *Diaz v. City of Fort Pierce*, Case No. 2018-CA-2259 (Fla Cir. Ct. Dec. 6, 2018), <https://ij.org/wp-content/uploads/2018/12/Order-Grandting-MPI.pdf>"><https://ij.org/wp-content/uploads/2018/12/Order-Grandting-MPI.pdf>; Beck, C. (2019, February 22). *Judge orders Fort Pierce to stop enforcing unconstitutional food truck ban* [Press release]. Arlington, VA: Institute for Justice. <https://ij.org/press-release/judge-orders-fort-pierce-to-stop-enforcing-unconstitutional-food-truck-ban/>"><https://ij.org/press-release/judge-orders-fort-pierce-to-stop-enforcing-unconstitutional-food-truck-ban/>↑[Back to Text]
27. Beck, C. (2021, August 30). *Final victory for food trucks in Fort Pierce: Judgment proclaims city's former anticompetitive ordinance unconstitutional* [Press release]. Arlington, VA: Institute for Justice. <https://ij.org/press-release/final-victory-for-food-trucks-in-fort-pierce-judgment-proclaims-citys-former-anticompetitive-ordinance-unconstitutional/>"><https://ij.org/press-release/final-victory-for-food-trucks-in-fort-pierce-judgment-proclaims-citys-former-anticompetitive-ordinance-unconstitutional/>↑[Back to Text]
28. Response Nos. 2 & 4, Def.'s Answers to Pls.' First Set of Interrogs., *Diaz v. City of Fort Pierce*, Case No. 2018-CA-2259 (Fla. Cir. Ct. Feb. 4, 2021) (on file with the authors).↑[Back to Text]
29. Consent Final Judgment, *Diaz v. City of Fort Pierce*, Case No. 2018-CA-2259 (Fla. Dist. Ct. Aug. 27, 2021), <https://ij.org/wp-content/uploads/2021/08/Fort-Pierce-Consent-Judgment.pdf>"><https://ij.org/wp-content/uploads/2021/08/Fort-Pierce-Consent-Judgment.pdf>; Beck, 2021.↑[Back to Text]

**TOWN COUNCIL REGULAR
MEETING
AGENDA ITEM MEMO**

SUBJECT: Approval of Minutes (December 9, 2025 Meeting)
DATE: January 14, 2026
DEPARTMENT: Administration

Subject Summary: Approval of Minutes for the December 9, 2025, Regular Meeting is recommended.

Attachments:

[120925TownCouncilMinutes](#)

Suggested Motion: I make a motion to approve the December 9, 2025 Town Council Minutes as presented.

Financial Impact Statement: N/A

Legal Review: N/A

MINUTES
TOWN COUNCIL REGULAR MEETING
TUESDAY, DECEMBER 9, 2025 - 6:00 PM
COUNCIL CHAMBERS - OAK ISLAND TOWN HALL

Present: Mayor S. Elizabeth White, Mayor Pro Tempore John W. Bach, Council members Terri L. Cartner, Bob Ciullo, Bill Craft, and Mark U. Martin, Town Manager Kathryn Adams, Town Attorney Lydia Lavelle, and Town Clerk Lisa P. Stites MMC.

Mayor White called the meeting to order at 6 p.m. Councilman Ciullo gave the invocation and led the Pledge of Allegiance.

PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS

Southport Police Chief Todd Coring presented a Meritorious Service Award to Oak Island Police Chief Charlie Morris for his exceptional service during a mass shooting incident on September 27. Chief Coring explained that Chief Morris was one of the first to respond to the scene and remained by his side throughout the incident, providing crucial leadership. The assailant was apprehended in Oak Island approximately 45 minutes after the incident, which Chief Coring noted was an impressive response time that had received recognition from officials across the state, including the Governor.

ADJUSTMENT/APPROVAL OF THE AGENDA

Mayor White noted there was an addition for Beach Nourishment Funding as Old Business 2 (amendment to Moffatt & Nichol Stage 3A contract, approval of Change Order 1 for the Weeks Marine contract for additional sand placement, approval of the Resolution for the grant contract, and approval of the associated Budget Ordinance Amendment). The Administrative Reports were moved to the end of New Business. **Mayor Pro Tempore Bach made a motion to approve the agenda as amended, Councilman Ciullo seconded, and the motion passed unanimously.**

PUBLIC COMMENT - GENERAL TOPICS & AGENDA ITEMS

Bill Lamberson, 2601 W. Oak Island Drive, spoke about the right-of-way issue (a copy of his comments was distributed to Council). He said he was a disabled Vietnam veteran, and he explained that since purchasing his home in 2017, he had followed police instructions to park his RV on the right-of-way for no more than 72 hours when preparing for trips. This accommodation was essential due to his disability, which makes loading and preparation difficult. He recently received a letter prohibiting this practice and requested the Council consider accommodations for those with disabilities.

Bob Greene, 130 SE 40th Street, thanked the Mayor and Council members Bach and Martin for their work on Town Council. He also thanked the current Council members and the incoming elected officials for getting involved

Rick Morrison, 146 NE 3rd Street, said that June has been speaking about right-of-way enforcement. He said that what Council has decided about enforcing the rules is just inciting discord between neighbors, encouraging neighbors to turn each other in. He also said the Town should not be enforcing 20 feet from the road, though he acknowledged the Town owns the right-of-way that distance.

Kendra Spencer, 2304 W. Yacht Drive, thanked the outgoing elected officials for the time and effort they put in on the board. Ms. Spencer is Councilman Martin's daughter, and she thanked her dad for his service and dedication, and his commitment to serving the Town for the last four years.

Michael Martin, Councilman Mark Martin's son, also thanked his father for his work as a Council member, speaking about his father's lifelong commitment to helping people and leading with integrity, faith, and a love for humanity.

Todd Stewart, 330 NE 49th Street, thanked the Council for all the work the members have done. He also said he didn't think people understood how much was involved in serving as an elected official. He asked for more information to come from Town Council about project status.

Robert Kopp, 128 NE 5th Street, thanked the Town, some of its employees, and Council. He said he spoke last month about an issue in the NE 5th street end. He said within a week, all the materials and equipment were removed and that Public Works staff did a good job cleaning it up.

COUNCIL REPORTS (MAYOR AND COUNCIL)

Mayor Pro Tempore Bach expressed gratitude to Mayor White for her leadership during the post-pandemic era and during the management team transition. He also thanked Councilman Martin for his fiduciary leadership, which helped the town avoid tax increases for eight years while expanding services. Mayor Pro Tempore Bach reflected on his 11 years of service, highlighting achievements in beach nourishment and the Land Use Plan.

Councilman Craft said he'd been working with the Economic Development Strategic Plan group. He also thanked staff for the parade and holiday market over the weekend.

Councilman Ciullo said that the Economic Development Strategic plan was progressing. He also congratulated the incoming members and said he was excited to work with them. He thanked Mayor White for her service to the community.

Councilman Cartner thanked Mayor Pro Tempore Bach and Councilman Martin and said she appreciated their guidance, particularly with the budget. She also thanked the Mayor for all the work she had done and the doors she had opened for the Town. She also said she looked forward to working with the new members.

Councilman Martin said that the Cape Fear Rural Planning Organization announced there was additional state funding available and the Town applied for funding for pedestrian projects. Councilman Martin also thanked all the Council members he had worked with over the last four years. He also thanked Mayor Pro Tempore Bach, saying they represented political bookends. He highlighted their achievements, including addressing the sand assessment and implementing paid parking as a new revenue source. He advised the incoming Council to protect the tax base.

Mayor White reflected on her term as the town's first four-year mayor, noting her focus on leadership, relationships, and priorities. She highlighted achievements including strengthening relationships with the private sector through public-private partnerships like Loggerheads, and the public-academic partnership with UNCW. She also emphasized the importance of the three-year strategic plan developed with the Council, which moved the Town from project-oriented planning to strategic planning.

I. CONSENT AGENDA

- I.1 Approval of Minutes ([101425TownCouncilMinutes_SpcMtg](#) 111225TownCouncilMinutes)
- I.2 Budget Ordinance Amendment - State Health Plan Premium Increases ([Budget Ordinance Amendment Health Insurance Premium Increases](#))
- I.3 Adoption of Resolution Concurring with Brunswick County in Opposition to the Fuquay-Varina Interbasin Transfer (IBT) and Request for Additional Comment ([Oak_Island_Concurring_Resolution_BC_IBT_FuquayVarina](#))

Mayor Pro Tempore Bach made a motion to approve the Consent Agenda as presented. Councilman Craft seconded, and the motion passed unanimously.

II. COMMITTEE APPOINTMENTS

Councilman Ciullo said that Mr. Farley was ineligible to serve on two boards, according to the Town's policy, and with just one applicant remaining, he would ask the position for the ABC Board be held open and readvertised. Councilman Craft said that there was only one applicant for the Board of Adjustment alternate position now, and it wouldn't be fair to the other applicant to delay the vote on the ABC Board position. Council also discussed whether there should be a minimum number of applications for Council to consider appointments, whether there should be minimum qualifications and preferred skills for committee applicants, and concerns that those requirements might discourage people from applying.

II.1 Appointment to the ABC Board: With votes via paper ballot from Mayor Pro Tempore Bach and Council members Ciullo, Craft and Martin, Amanda Wright was appointed to a term ending December 2028. Councilman Cartner did not vote. Applicant Charles Farley was not appointed.

II.2 Appointment to the Board of Adjustment (alternate position): Mayor White stated that applicant James Angell had withdrawn his application. **Council unanimously appointed Kerri McCullough to the alternate position with a term ending March 2026.**

IV. OLD BUSINESS

IV.1 Consideration of Extending the Abatement Period for Enforcement of Right-of-Way Violations
[\(Sec. 26 1. Construction or other improvements within street rights of way. AbatementExtensio](#)

Councilman Ciullo made a motion that for the next 90 days, staff is instructed to pause any new right-of-way encroachment code violations unless they are harmful to our community, as well as to extend the abatement period for all existing right-of-way encroachment violations for 90 days unless they are harmful to our community. During this 90-day period, Council requests that staff review the current right-of-way ordinance and bring back to Council any recommended changes, including redefining the size of the right-of-way deciding what items may be allowed in the right-of-way and, most importantly, a citizen communication plan to educate our citizens on right-of-way related issues. Councilman Cartner seconded the motion for the purpose of discussion.

Councilman Ciullo said the proposed ordinance amendment didn't include pausing new code enforcement cases. Mr. Kirkland said that during the six-month abatement period, staff had sent courtesy letters to property owners with potential violations. He said all courtesy letters needed had been sent. Mr. Kirkland said that other instructions to staff would not have to be included in the ordinance necessarily. Councilman Cartner said the process worked as it should have, that citizens complained that the rights-of-way and street end violations weren't being enforced, and that was due to staff previously being told not to enforce the ordinances. She said that they had missed an opportunity to educate the public. She said that the courtesy letter was a good idea, but that the Town didn't tell the public what was happening. Councilman Cartner said her request would be to ask for an education plan for the public so that everyone hears the same information, possibly even making educational videos. Mayor Pro Tempore Bach said it was a unanimous Council that told the Town Manager to ensure enforcement and that it was done diligently, fairly, and without exception. He said he was opposed to pausing enforcement, though he would support additional education. Mayor Pro Tempore Bach said that no matter how much education is done, there would be people who were unhappy and that was just part of it. He said the Town has the right to preserve utilities, and that the public had the right to access the water.

Councilman Craft said that he agreed there was an education problem, though he said it was because Council did not make it clear what was wanted. He said that with all the phone calls and feedback the Council members have had represented the unintended consequences. He said that they can't change all the deeds, but the Town can enforce just 10 feet of the right-of-way. He said that enforcing the right-of-way was meant to address a concrete elephant six feet from the road, not a rosebush. Councilman Martin said that notice of the enforcement plans went out on all the Town's communications, and that information was on the Town's website. He said some of the people complaining had waited until the end of the abatement period to do anything. He also said he would prefer to continue forward.

Councilman Ciullo said Council had made an error with the previous decision. He said that people have had items in the right-of-way for many years with no communication from the Town until they received the Town's courtesy letter. Councilman Craft said that he wanted Council to consider additional exceptions for allowances in the right-of-way.

Councilman Ciullo withdrew his motion. Councilman Cartner made a motion to direct staff to bring back to the January Council meeting the right-of-way issue with a list of potential exceptions, giving us some data as to what the violations have been. Mayor Pro Tempore Bach added that the Administration will consider an additional education program and that amendment was accepted; Councilman Cartner added to direct staff not to send violation letters until after the January Council meeting determines what the ordinance will be. Councilman Craft seconded the motion, and it passed unanimously.

IV.2 Consideration of Oak Island Renourishment Project 2025/2026 – Expanded Nourishment Area

Ms. Adams presented an opportunity to enhance the beach nourishment project by adding sand to two strategic areas: 60,000 cubic yards between NE 43rd Street and 52nd Street, and 54,000 cubic yards between 3rd Place East and 2nd Place west. This would be funded primarily by a \$3 million Coastal Storm Damage Mitigation Grant, with the Town contributing an additional \$49,500.

Councilman Martin asked if the Town was obligated to use this grant for this project or if it could be preserved for a future need; Ms. Adams said that typically, the Town would have a few years to use grant funds. Councilman Martin also asked about the higher rate per cubic yard for the additional work. Ms. Adams said that there were additional mobilization costs for moving the pipe back to the east side of the project, and there was additional engineering needed because it was not part of the original plans. Councilman Martin reiterated his belief that it was time to issue an RFP for engineering services for beach nourishment.

Mayor Pro Tempore Bach asked if the design work was not part of the original design; Ms. Adams said that the redesign was for the tapering.

Councilman Ciullo made a motion to do the following: approve construction contract change order #1 with Weeks Marine Inc. in the amount of \$3,049,500; approve Amendment 3 to Stage 3A contract with Moffatt & Nichol in the amount of \$20,800; authorize the Town Manager to execute the necessary documents following legal review; adopt the Town of Oak Island 2025-2026 Beach Nourishment Project - Coastal Storm Damage Mitigation – Project Resolution as presented and to adopt the associated Budget Ordinance Amendment. Mayor Pro Tempore Bach seconded the motion. The motion passed 4-1 with Mayor Pro Tempore Bach and Council members Cartner, Ciullo and Craft in favor and Councilman Martin opposed.

RECOGNITION OF ELECTED OFFICIALS COMPLETING TERMS and RECEPTION

Mayor White presented plaques to outgoing Council member Mark Martin, acknowledging his contributions to the town including his focus on budget management, technological advice, and advocacy for pedestrian safety.

Mayor Pro Tempore Bach was recognized for his eight years of service on Council, with Mayor White highlighting his professionalism, commitment to fairness, and leadership on beach nourishment and paid parking initiatives.

Mayor Pro Tempore Bach presented Mayor White with recognition for her term as the town's first four-year mayor, noting her passionate leadership style that lifted people's spirits and her election as a turning point for the Town toward more civil governance.

There was a brief recess while attendees enjoyed a reception.

V. NEW BUSINESS

Ms. Lavelle called the meeting back to order and noted that it was Council's organization meeting.

V.1 Swearing in of the Newly Elected Mayor and Council Members: Ms. Stites administered the oath of office to incoming Mayor Chris Brown and Council members Tommy Brown and Chasey Bynum.

V.2 Selection of a Mayor Pro Tempore for 2026: **Councilman Bynum nominated Councilman Craft and Councilman Ciullo nominated Councilman Cartner. Council voted by paper ballots and the vote was as follows: three votes for Councilman Craft from Council members Brown, Bynum and Craft, and two votes for Councilman Cartner from Council members Cartner and Ciullo.**

V.3 Consideration of the 2026 Town Council Meeting Schedule ([2026 Town Council Meeting Schedule](#)): Council adjusted the June meeting to June 10 (Wednesday) and the March meeting to March 17. **Mayor Pro Tempore Craft made a motion to adopt the 2026 meeting schedule as presented. Councilman Ciullo seconded the motion, and it passed unanimously.**

V.4 Selection of a Representative to the Cape Fear Council of Governments
Mayor Pro Tempore Craft made a motion to nominate Councilman Brown for the COG; he then rescinded that motion. Councilman Brown made a motion to nominate Mayor Brown, Mayor Pro Tempore Craft seconded, and the motion passed unanimously.

III. ADMINISTRATIVE REPORTS: Department reports are available on the Town's website at www.OakIslandNC.gov/DEPT

Town Manager Kathryn Adams provided updates on the beach nourishment project, reporting that the base contract was approximately 27 percent complete with no major issues. Weekly construction meetings are ongoing with regulatory agencies actively monitoring the project.

She alerted the Council to a potential revenue reduction of approximately \$85,000 annually due to a decision by the ABC Board to decrease distributions to the town, effective January 1. The Council expressed concern about this decision being made without consultation and concern with sparse Minutes that don't include the exact wording for the motion; Councilman Cartner requested that the ABC Board provide a presentation explaining their financial situation and future plans. Council consensus was also for the Town Manager to continue communications with legal staff and the ABC Board.

Ms. Adams also reported progress on the first new crosswalk on Oak Island Drive, with sidewalks and signalization in process and expected completion by March. She reminded the public about the Town's mobile app, website, and other communication channels for staying informed about town activities.

Councilman Brown asked if Citizens Academy dates had been selected; Ms. Adams said the Academy would be in February and the specific dates would be announced soon.

VI. ADJOURN

Councilman Cartner made a motion to adjourn at 8:32 p.m. Councilman Ciullo seconded, and the motion passed unanimously.

Chris Brown, Mayor

Attested: _____

Lisa P. Stites, MMC
Town Clerk

Clerk's Statement: Minutes are in compliance with the open meetings laws. The purpose of minutes per the open meetings laws is to provide a record of the actions taken by a Council or a Board and evidence that the actions were taken according to proper procedures. All actions of the Council are recorded in the official minutes. Not all portions of Town of Oak Island meetings are recorded verbatim in the official minutes, with general discussion items, reports, presentations, and public comments being paraphrased or summarized in many instances. Public comments in writing should be submitted to the clerk via hard copy, electronic mail, or other means so as to ensure an exact verbatim account. The Town of Oak Island provides full coverage of meetings on Government Channel 8 and the Town website so that the Citizens and the Public may view and listen to the meetings in their entirety.

DRAFT



TOWN OF OAK ISLAND
BUDGET ORDINANCE AMENDMENT
FISCAL YEAR 2025-2026

BE IT ORDAINED by the Town Council of the Town of Oak Island, North Carolina, in Council assembled January 20, 2026, that the following Budget Ordinance Amendment be adopted for the purpose of appropriating additional tournament and donation funds to cover the cost of making improvements to the Pickleball courts.

I. GENERAL FUND

A. <u>Revenue Anticipated</u>		<u>Budget Amendment</u>	<u>Budget As Amended</u>
First Responder Pickleball Tournament	10-300-8202	\$ 5,585	\$ 5,585
Friends of Parks Donations	10-300-8924	\$10,000	\$10,000
B. <u>Expenditures Authorized</u>			
Capital Outlay- Public Works Facilities	10-700-5411	\$15,585	\$45,585

Adopted this on the twentieth day of January 2026.

Christopher J. Brown, Mayor

Attest: _____
Lisa P. Stites, MMC
Town Clerk

**TOWN COUNCIL REGULAR
MEETING
AGENDA ITEM MEMO**

SUBJECT: Consideration for a Construction Contract - Oak Island Pier Repairs and Approval of the Associated Budget Ordinance Amendment
DATE: January 15, 2026
DEPARTMENT: Administration

Subject Summary: During Hurricane Isaias (2020), a section of the Oak Island Pier sustained damage to a vertical timber pile and associated cross bracing. Since that time, various mitigation attempts have been undertaken to ensure the safety of pier patrons and visitors, including barricading off a segment of the pier. The continued safe operation of the pier requires a durable repair including a new vertical pile and cross bracing. The Town's consulting engineer prepared a repair detail and solicited construction prices from multiple contractors with Evans & Sons Contracting, Inc. providing the only responsive bid. The town is authorized by NCGS 143-131(b) to conduct informal bidding for this repair work and award to the lowest responsive, responsible bidder. Bids for this work were obtained by quotes and confirmed in the attached written proposal. Work will begin immediately after contract award and execution and be complete in spring.

Attachments:

[PIER REPAIR BUDGET ORDINANCE AND CONTRACT](#)
[Budget Ordinance Amendment Pier Repairs](#)

Suggested Motion: Motion to approve the enclosed construction services contract with Evans & Sons Contracting, Inc. and to authorize the Town Manager to execute same, and to approve the associated Budget Ordinance Amendment.

Financial Impact Statement: General funds are being appropriated for this expenditure in the amount of \$282,555.

Legal Review: Town Attorney will review the construction contract prior to execution.

NORTH CAROLINA)
BRUNSWICK COUNTY)

**CONTRACT FOR
CONSTRUCTION
SERVICES**

THIS CONTRACT, made and entered to this 20th Day of January 2026 pursuant to approval by the Town of Oak Island, North Carolina, by and between Evans & Sons Contracting, Inc., a corporation with its principal office and place of business in Wilmington, N.C. 28409, party of the first part, hereinafter called the Company, and the Town of Oak Island, a municipal corporation, hereinafter called the Town.

WITNESSETH

WHEREAS the Town solicited informal bids for Oak Island Pier Pile Installation as required by NCGS 143-131(b); and,

WHEREAS, after careful consideration of the bid submitted by Evans & Sons Contracting, Inc., the Town, wishes to accept said bid, and enter a construction services contract as outlined herein with the said Company covering Oak Island Pier Pile Installation.

NOW, THEREFORE, in consideration of the premises and in further consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereto have contracted and agreed as follows:

- (1) In accordance with the pile placement detail by Stature Engineering and Company bid, copies of which specifications and bid are attached hereto and made a part hereof, the Company will provide Pier Pile Installation Services as described in the bid submitted by the Company and in the specifications incorporated herein by reference.
- (2) The total price proposal for this project in the amount of (\$282,555.00) will be paid to the Company in monthly payments subject to approved monthly invoices and not to exceed the total bid amount, subject to approval by the appropriate official or Governing Board.
- (3) The specifications, the bid thereon by the Company, and the original, signed Certificate of Insurance, evidencing such endorsements as prescribed and naming the Town of Oak Island as an additional insured in the Automobile and General Liability policies and stating on the Insurance Certificate that this coverage is primary to all other coverage the Town of Oak Island may possess, shall constitute the contract between the parties as though fully written herein.

Non-appropriation Clause: Contractor acknowledges that the Town is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of Town's obligations under this contract, then this contract shall automatically expire without penalty to the Town thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the Town shall not activate this non-appropriation provision for its convenience or to circumvent the contract.

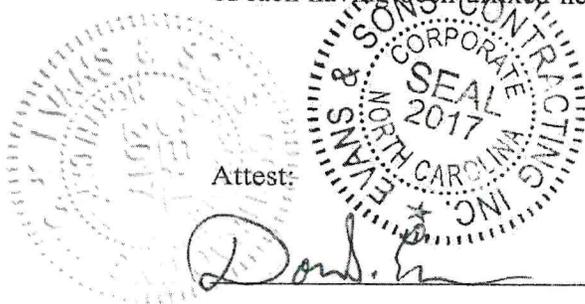
Indemnity Clause: The Contractor will indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused by any negligent or willful act or omission of the Contractor or Contractor's subcontractor(s), or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the Owner or its agents or employees, by any employee of the Contractor, or any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation. On the amount of type of damages, compensation or benefits payable by or for the Contractor, or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

Nothing in this clause shall be construed to require contractor to indemnify the Town for the Town's own negligence.

IN, WITNESS WHEREOF, the party of the first part and the party of the second part have caused this contract to be legally executed, in triplicate, each of which shall constitute an original, all as of the day and year first above written, the corporate seal of each having been affixed hereto by its proper officers, all as provided by law.

CORPORATION



Attest:

Donald E. Evans

BUSINESS NAME
EVANS & SONS CONTRACTING, INC.

(SEAL)

Donald E. Evans

Secretary

By *Melissa Evans*

President / Owner / VP



TOWN OF OAK ISLAND

Attest:

Town Clerk

By _____
Town Manager

Approved as to form and legality

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

This ____ day of _____ 2026

This 5th day of January, 2026

By _____
Town Attorney

By *Debra L. ...*

Finance Officer



Yaupon Pier Pile Installation Proposal

We propose supplying labor, equipment and materials to install (1) vertical timber pile with x-bracing at the Yaupon Pier for the lump sum price of Two Hundred Eighty Two Thousand Five Hundred Fifty-Five Dollars (\$282,555.00).

Notes:

1. Pile to be jetted to refusal (approx. 12').
2. Hardware will be hot dip galvanized.
3. Pile to be installed on outside cap.
4. Proposals are honored for 30 days.

We appreciate having the opportunity to submit this proposal. If you have questions, please do not hesitate to contact me.

Respectfully,

Donn S. Evans
Evans & Sons Contracting Inc.

Accepted By _____

Title _____

Date _____



TOWN OF OAK ISLAND
BUDGET ORDINANCE AMENDMENT
FISCAL YEAR 2025-2026

BE IT ORDAINED by the Town Council of the Town of Oak Island, North Carolina, in Council assembled January 20, 2026 that the following Budget Ordinance Amendment be adopted for the purpose of appropriating additional funds to complete the Yaupon Pier Pile Installation.

PIER COMPLEX FUND		Budget <u>Amendment</u>	Budget As <u>Amended</u>
A. <u>Revenue Anticipated</u>			
Appropriated Fund Balance	49-300-9800	\$ 282,555	\$ 326,934
B. <u>Expenditures Authorized</u>			
Pier & Pier House Repairs	49-749-4110	\$ 282,555	\$ 309,184

Adopted this on the twentieth Day of January 2026

Attest: _____
Lisa P. Stites, Town Clerk

Christopher J Brown, Mayor

**TOWN COUNCIL REGULAR
MEETING
AGENDA ITEM MEMO**

SUBJECT: Approval of Extending Deed of Easement (apparatus at 2702 W. Dolphin Drive -- AT&T)
DATE: January 14, 2026
DEPARTMENT: Administration

Subject Summary: The Town and AT&T had an easement agreement for apparatus the company owns that is on a Town-owned lot at 2702 W. Dolphin Drive. The agreement was originally approved in 2009, and though the agreement has since expired, the annual payments have still been paid to the Town. A proposed extension is presented for Council approval, with an expiration date of December 31, 2031. A screenshot of the GIS map is also included for reference.

Attachments:

[AGREEMENT TO EXTEND_ NC Oak Island 27th PL final](#)
[GIS_Screenshot](#)

Financial Impact Statement: The Town will continue to collect \$4,147.20 in revenue annually.

Legal Review: This item has been reviewed by the Town Attorney.

FIRST AMENDMENT TO DEED OF EASEMENT

This First Amendment to Deed of Easement (the "First Amendment") is, made this ___ day of _____, 2026, by and between TOWN OF OAK ISLAND, INC., a North Carolina municipality, ("Grantor") and BELLSOUTH TELECOMMUNICATIONS, LLC, ("Grantee"), successor by conversion to Bellsouth Telecommunications, Ins. collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, Grantor and Grantee entered into that certain Deed of Easement dated June 9, 2009 pursuant to which Grantor granted to the Grantee an easement (the "Easement") across property owned by Grantor as described in the Deed of Easement; and,

WHEREAS, The term of the Deed of Easement expired on December 31, 2023 (the "Expiration Date"); and,

WHEREAS, Grantee has remained in possession of the Easement as a tenant at will on a year to year basis since the Expiration Date and has paid annual rent for 2024 and 2025; and

WHEREAS, the Parties desire to extend the terms of the Deed of Easement for an additional term of seven (7) years from the Expiration Date under the same conditions and terms, except as modified herein.

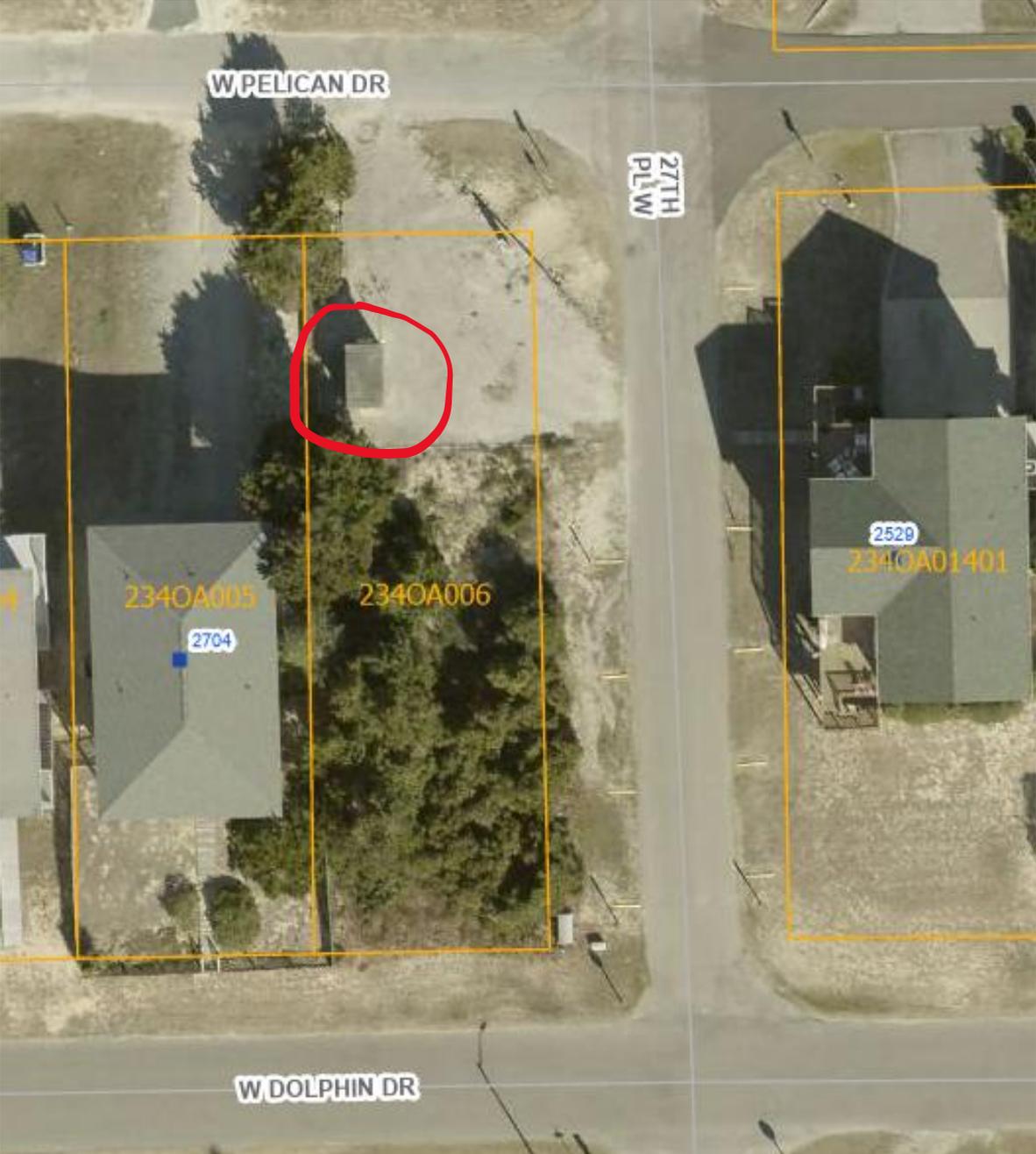
NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Extension of the term of the Deed of Easement :The term of the Deed of Easement is hereby extended for an additional seven (7) years, commencing retroactively on January 1, 2024 and expiring on December 31, 2031 (the "Extended Term").
2. Payment Terms:
Grantee has paid the annual rent for 2024 and 2025 of the Extended Term and shall pay to the Grantor annual rent for the remainder of the Extended Term as follows:
 - \$4,147.20 per year commencing January 1, 2026 and continuing on January 1st of each year through and including January 1, 2031.
3. Conditions:
The Easement shall continue to be used by Grantee solely for telecommunication purposes, as described in the Deed of Easement.
4. Other Terms:
Except as expressly modified herein, all other terms and conditions of the Deed of Easement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date first above written.

GRANTOR:
TOWN OF OAK ISLAND, INC.
By: _____
Name: _____
Title: _____

GRANTEE:
BELLSOUTH TELECOMMUNICATIONS, INC.
By: _____
Name: _____
Title: _____



**TOWN COUNCIL REGULAR
MEETING
AGENDA ITEM MEMO**

SUBJECT: Consideration of an Amendment to the Lease with Brunswick Baseball LLC
DATE: January 14, 2026
DEPARTMENT: Administration

Subject Summary: The proposed amendment to the lease with Brunswick Baseball LLC (for the baseball field in Bill Smith Park) would revise the language regarding concession and alcohol sales. The language change is necessary for the group to obtain an ABC permit. The other terms of the lease would not be changed. The proposed amendment is attached, along with a copy of the original lease for reference.

Attachments:

[2025-12-03 - First Amendment
Baseball_Dec2024](#)

Financial Impact Statement: The amendment does not affect the financial terms of the lease.

Legal Review: The Town Attorney worked with Brunswick Baseball LLC on the proposed amendment.

FIRST AMENDMENT TO FACILITY USE AND LEASE AGREEMENT

THIS FIRST AMENDMENT TO THE FACILITY USE AND LEASE AGREEMENT (“Amendment”) is made and entered into as of the ___ day of _____, 2026 (“Amendment Effective Date”), by and between the Town of Oak Island (“Landlord”) and Brunswick Baseball, LLC (“Tenant”). Landlord and Tenant may each be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Landlord and Tenant entered into that certain Facility Use and Lease Agreement on or about December 10, 2024 (the “Agreement”); and

WHEREAS, the Parties desire to amend the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Section 1 (Leased Property). Section 1 of the Agreement is hereby amended to delete the following sentence in its entirety:

“The Leased Property specifically does not include the concession stand and the first 3 feet around the concession stand or such other area that is designated by the parties for the specific use of the sale of alcohol.”

2. New Section 9.1 – Concessions and Alcohol Sales.

9.1 Concessions and Alcohol Sales.

(a) Concessions. Tenant shall have the exclusive right to concessions, alcohol sales, and other revenue generated by the Tenant as a result of any Activity during the Term unless otherwise agreed by the Parties.

(b) Permitted Use – Alcohol Sales. Tenant shall have the exclusive right to sell alcoholic beverages on the Leased Property during the Term, subject to compliance with all applicable laws and regulations.

4. Effective Date Confirmed. The Parties agree and confirm that the Effective Date of the Agreement is hereby established as December 10, 2024.

5. Termination of Lease Agreement and Permission to Sell Alcoholic Beverages. The separate Lease Agreement and Permission to Sell Alcoholic Beverages is terminated in full as of the Amendment Effective Date, and neither Party shall have any further obligations thereunder.

6. Capitalized Terms. Capitalized terms used in this Amendment but not defined herein shall have the meanings assigned to them in the Agreement.

7. Effect of Amendment. Except as expressly modified by this Amendment, all terms, conditions, and provisions of the Agreement remain unchanged and in full force and effect.

8. Counterparts; Electronic Signatures. This Amendment may be executed in counterparts, each deemed an original, all constituting one instrument. Electronic signatures shall be valid and binding.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Amendment Effective Date.

TOWN OF OAK ISLAND (“Landlord”)

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

Town Clerk

BRUNSWICK BASEBALL, LLC (“Tenant”)

By: _____
Name: Alec Allred
Title: President
Date: _____

Witness

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

Finance Director

FACILITY USE AND LEASE AGREEMENT

This Facility Use and Lease Agreement (“Agreement”) is made and entered into as of the date of the last signature below (“Effective Date”) by and between the Town of Oak Island (“Oak Island”) and Brunswick Baseball LLC (“Brunswick Baseball”). Oak Island and Brunswick Baseball may be referenced collectively in this Agreement as the “Parties” or each individually as a “Party.”

WITNESSETH:

WHEREAS, Oak Island owns, operates, and controls that certain real property known as Bill Smith Park at Oak Island as defined and described herein;

WHEREAS, Brunswick Baseball desires to lease from Oak Island and Oak Island desires to lease to Brunswick Baseball the Leased Property as defined below pursuant to the terms and conditions as set forth herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, covenants, representations, warranties, and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Leased Property.** The “Leased Property” shall mean the area outlined in red on the Bill Smith Park Master Plan, which is attached as Attachment 1, owned by Oak Island commonly known as Bill Smith Park located at 4410 Fish Factory Road, Oak Island, NC 28465 including but not limited to four baseball fields, a t-ball field, a multipurpose field, and improvements therein including dugouts, outbuildings, maintenance shed(s), bleachers, and reasonable parking, which parking shall be non-exclusive and available on a first-come, first-served basis. The Leased Property specifically does not include the concession stand and the first 3 feet around the concession stand or such other area that is designated by the parties for the specific use of the sale of alcohol. The Leased Property includes a spray field (disposal site) for Oak Island’s treated wastewater as indicated on Attachment 1.
2. **Oak Island’s Lease to Brunswick Baseball of Leased Property.** Subject to the terms and conditions of this Agreement, Oak Island does hereby lease unto Brunswick Baseball and Brunswick Baseball does hereby lease from Oak Island the Leased Property.

3. **Term.** The term of the Agreement shall be for a period of ten (10) years from the herein defined Effective Date (the “Term”). After a period of nine (9) years, both parties will begin good faith negotiations to renew the lease.
4. **Investment for Use / Annual Rent.** With the execution of this Agreement, Brunswick Baseball shall begin to invest into the Leased Property (specifically, the easternmost baseball field) with the (i) addition of outfield fencing, addition of foul poles, grading and renovation of the infield playing surface, construction of bullpens, extension of dugouts, and relocation of the scoreboard during the first 12 months of the Term and (ii) construction of a grandstand and press box within the first 5 years of the Term at the Leased Property, the plans for which shall be approved by Oak Island prior to construction and shall be in compliance with all applicable building codes (“Plans”). An example of the potential design for the Plans is included as Attachment 2. The estimate of costs for the completion of the Plans is \$200,000. In addition, Brunswick Baseball shall take reasonable steps to get the remaining baseball fields into playing shape. The annual fee for the Leased Property shall be Twenty Thousand Dollars (\$20,000) during the Term (“Annual Lease Payment”). The Annual Lease Payment may be satisfied through the investments Brunswick Baseball makes in the Leased Property as set forth above. In the event that Brunswick Baseball invests more than \$20,000 in a lease year, the excess investment shall be applied to subsequent Annual Lease Payments. Brunswick Baseball shall provide Oak Island documentation of the investments made in the Leased Property that are intended to offset the Annual Lease Payments. These investments shall be deemed accepted by Oak Island as Annual Lease Payments unless Oak Island objects to Brunswick Baseball in writing to the documentation provided within sixty (60) days of Oak Island’s receipt of the documentation.
5. **Removal of Trees.** Oak Island shall remove and dispose of all trees identified by Brunswick Baseball to enable Brunswick Baseball to enlarge the easternmost baseball field and install the fencing detailed in Section 4. The identification and removal of all trees shall be subject to the town’s vegetation ordinance.
6. **Additional Expenses.** Brunswick Baseball shall be responsible for any and all reasonable expenses incurred by Oak Island in support of or as a result of the Brunswick Baseball’s lease and use of the Leased Property (“Additional Expenses”) provided Brunswick Baseball has been notified in writing in advance of an estimate of the Additional Expenses and agrees to pay for such Additional Expenses. Brunswick Baseball shall remit payment for all Additional Expenses within 30 days of receipt of an invoice from Oak Island.
7. **Permitted Use of the Leased Property—The Activity.** This Agreement permits Brunswick Baseball the exclusive right to use and sublet the use of the

Leased Property for any and all activities (each an “Activity”) during the Term subject to the approval of Oak Island. Requests for approval shall be sent to the Oak Island Recreation Director by email. For baseball activities, if the Recreation Director does not respond denying the request within twenty-four (24) hours, the request shall be deemed approved. For all other activities, if the Recreation Director does not respond denying the request within seven (7) days, the request shall be deemed approved. Brunswick Baseball shall be responsible, at its sole expense, for all costs associated with conducting each Activity at and upon the Leased Property. Oak Island retains the right to schedule and hold activities on the Leased Property at its discretion so long as such activity does not conflict with a scheduled Activity, and Brunswick Baseball agrees to coordinate such use with Oak Island. The parties agree that Oak Island shall always have use of the identified portions of the Leased Property during the identified times:

Monday 6-8pm for athletic programs

- o 1 small baseball/softball field
- o Multi-Purpose Field

The Saturday the week before Easter 8am-12pm for the Easter Egg Hunt

- o Both small baseball/softball fields next to the bathrooms
- o Multi-Purpose Field

The Friday before Halloween 4-8pm for the Eggstra Spooky Egg Hunt

- o Both small baseball/softball fields next to the bathrooms
- o Multi-Purpose Field

The second Friday of December 4-8pm for Candy Cane Flashlight Hunt

- o Both fields next to the bathrooms
- o Multi-Purpose Field

8. **Youth Baseball League.** Brunswick Baseball shall permit leagues identified by Oak Island each year to use the fields on the Leased Property Mondays and Wednesdays, and Brunswick Baseball will not charge a use fee. Oak Island shall compensate Brunswick Baseball for any and all damage done to the Leased Property by the youth baseball league agents, invitees, licensees, or guests outside of normal wear and tear.
9. **Consumption of Alcohol on the Leased Property.** Oak Island consents to and shall take all reasonable steps to assist Brunswick Baseball in obtaining all necessary permits, if any, for the consumption of alcohol on the Leased Property

by invitees and licensees of Brunswick Baseball and its sublessees and their invitees and licensees.

10. **Advertising.** Brunswick Baseball shall have the exclusive right to sell and display advertising on the Leased Property (“Advertisements”) including, but not limited to, the grandstand, stadium, and field naming rights. All naming rights concerning the Leased Property and its buildings shall be subject to the reasonable approval of Oak Island. Oak Island shall be permitted to market its programs on the Leased Property in a mutually agreed upon public posting area.
11. **Gate Revenue.** Brunswick Baseball shall have the exclusive right to all gate receipts, and other revenue generated as a result of any Activity unless otherwise agreed to by the Parties.
12. **Cameras.** Brunswick Baseball shall be permitted to install cameras, poles, and related equipment (“Cameras”) at the Leased Property on behalf of The Players League LLC (“TPL”), which Cameras shall remain the property of TPL and may be removed after the conclusion of the Term. TPL shall be the sole owner of the Cameras and no ownership, license, use, or other rights are conferred upon any other party, including Oak Island, through this Agreement. In the event Oak Island or any other party desires to use the Cameras, a separate agreement must first be entered into with TPL.
13. **Management.** Brunswick Baseball agrees to provide adequate personnel to supervise the Activity taking place at and upon the Leased Property.
14. **Termination.** In addition to any other remedies that may be specified herein, Brunswick Baseball’s failure to comply with this Agreement is grounds for termination of this Agreement by Oak Island if Brunswick Baseball continues not to comply with the Agreement after Oak Island provides written notice to Brunswick Baseball of the breach and a reasonable opportunity to cure not to exceed thirty (30) days; provided, however, that the cure deadline shall be extended for so long as Brunswick Baseball is making good faith progress towards curing the breach (this extension does not apply to a breach for failure to pay money owed).
15. **Acceptance, Access, Right of Entry, Repairs, and Maintenance.** Brunswick Baseball agrees to accept the Leased Property in its current condition and make the aforementioned upgrades. Notwithstanding the foregoing, Oak Island, including but not limited to its trustees, officials, officers, employees, agents, representatives, and consultants, retains the right to enter and have full access to all portions of the Leased Property at any time without notice to Brunswick Baseball for the purposes of inspection, to examine the condition

thereof, to ascertain compliance with this Agreement or applicable law, or to make any repairs, additions, or alterations as may be necessary for the safety, preservation, or improvement of the Leased Property which Oak Island, in its sole discretion, determines to make or for any other purpose which Oak Island deems appropriate as it relates to the physical facility and equipment. Brunswick Baseball shall promptly notify Oak Island in writing of any need of repair or maintenance to any portion of the Leased Property and shall allow reasonable time for Oak Island to have access to the facility to provide the maintenance and repairs as needed and as designated by Oak Island. Brunswick Baseball shall at its sole cost and expense, be responsible for keeping the Leased Property in a good, clean, neat, attractive, pleasant, and sanitary condition during an Activity.

16. **Field Maintenance and Mowing.** Notwithstanding the responsibilities of Section 15, Brunswick Baseball shall be responsible for maintaining the baseball fields (e.g., dirt, lining, dragging), including for youth baseball leagues using the fields, and Oak Island shall be responsible for mowing the Leased Property. During the spring, summer, and fall, Oak Island shall mow the baseball fields at least 2 times per week at a height to be determined by Brunswick Baseball.
17. **Alterations and Improvements.** Except as specifically set forth herein, no alterations or improvements shall be made by Brunswick Baseball to the Leased Property without the prior written consent of Oak Island.
18. **Utilities.** Brunswick Baseball shall be responsible for paying for 5/7 (five-sevenths) of the utility cost of all electricity, lighting, heating, water, air conditioning, and sewer used at the Leased Property in accordance with this Agreement.
19. **Compliance with Applicable Law.** Brunswick Baseball shall conduct the Activity in an orderly manner in full compliance with all Oak Island policies, regulations, rules, and practices and with all applicable federal, state, and local laws and ordinances.
20. **Separate Program Responsibilities.** Oak Island agrees that it will provide reasonable supervision of participants of Oak Island-sponsored events or programs and for the protection of the facility. Likewise, Brunswick Baseball agrees that it will provide reasonable supervision of participants to ensure their safety and well-being during the Activity.
21. **Obstructions.** All portions of driveways, entrances, exits, sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities, law enforcement or emergency responders, of the Leased Property shall be kept unobstructed by Brunswick Baseball and shall

not be used by Brunswick Baseball for any purpose other than ingress to or egress from the Leased Property.

22. **Logos and Marks.** Brunswick Baseball shall not use the logos, marks, or names of Oak Island for any purpose without the prior written approval of Oak Island except to indicate the location of the Activity.

23. **Indemnification.** Each party accepts responsibility for any and all claims, losses, liabilities, demands, damages, or any other financial demands that may be alleged or realized due to the acts of nonfeasance, malfeasance, misfeasance, or negligence committed by the Party or the Party's agents or employees while in the performance of their duties or assignments under this Agreement, to the extent permitted or limited by law. Notwithstanding any other provision of this Agreement, the liability of Oak Island, as an agency of the State of North Carolina, for any injury or damage arising out of this Agreement or Oak Island's performance thereof is subject to the limitations of the North Carolina Tort Claims Act, N.C.G.S. § 143-291 et. seq. Oak Island does not waive any rights or defenses under the North Carolina Tort Claims Act or the rights and authority of the Attorney General of the State of North Carolina to represent Oak Island.

24. **Insurance.** At all times during its use of the Leased Property, Brunswick Baseball, at its sole cost and expense, shall purchase and maintain all of the following policies:

24.1. Commercial General Liability insurance, using form ISO CG 00 01 or equivalent, covering the Activity contemplated by this Agreement, including coverage for public liability, bodily injury, and property damage, with combined single coverage limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate.

24.2. Workers' compensation insurance, as required by North Carolina law.

All insurance policies required to be purchased under this Agreement shall be issued by insurance companies with an A.M. Best rating of "A" or better and shall be issued by companies qualified to do business in the State of North Carolina. Such insurance shall be issued in the name of Brunswick Baseball with Oak Island named as an additional insured using ISO Form CG 2026 or equivalent. The certificate of insurance shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed, or modified without reasonable prior written notice to Oak Island. Brunswick Baseball shall provide Oak Island each policy or certificate of insurance evidencing such policy issued

on Accord Form 25 or equivalent, at least **10 business days prior** to the start of the Activity.

25. **Damage or Destruction by Fire or Other Casualty.** If the Leased Property is destroyed by fire or other casualty or act of God, then this Agreement shall terminate as of the time of such destruction without action on the part of either Oak Island or Brunswick Baseball. In the event that the Leased Property so damaged by fire, other casualty, or act of God that more than 50% of the Leased Property cannot reasonably be used by Brunswick Baseball in the conduct of its activities, or the building is so damaged by fire or other casualty or act of God that it cannot, in Oak Island's sole opinion, be economically repaired, then either Party shall have the option to terminate this Agreement by the provision of written notice to the other party.
26. **Force Majeure.** If the Leased Property is rendered unsuitable for the conduct of the Activity or if the Activity itself must be cancelled by reason of fire, earthquake, hurricane, flood, act of God, strikes, work stoppage, or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, power of government, governmental agency or authority, or any other cause which is beyond the control of Oak Island or Brunswick Baseball, the Parties are released from their obligations under this Agreement.
27. **Assignment.** Although Brunswick Baseball does not intend to sell the Team, Brunswick Baseball retains the right do so upon reasonable notice to Oak Island. In the event that Brunswick Baseball is no longer associated with TPL, TPL may cause Brunswick Baseball to assign the Agreement to TPL by giving written notice of TPL's intent to exercise this assignment option to Brunswick Baseball within 90 days of termination of Brunswick Baseball's association with TPL. Any other subletting of the Leased Property shall be subject to the reasonable, prior written approval of Oak Island. Any assignment should require written acknowledgment of the assignee (whether TPL or another entity approved by Oak Island) of its rights and obligations under this lease.
28. **Surrender on Expiration or Termination.** Upon the expiration of this Agreement or termination of this Agreement for any reason, Brunswick Baseball shall yield, vacate, and deliver peaceably to Oak Island possession of the Leased Property and any alterations, additions, and improvements made by Brunswick Baseball (not including the Cameras) promptly and as good condition, order, and repair as it received the property except for reasonable wear and tear and acts of God.
29. **Liens.** Brunswick Baseball agrees that it will not permit the claim of any contractor, subcontractor, mechanic, laborer, or materialmen to become and

remain a lien on the Leased Property or upon the right, title, or interest of Brunswick Baseball created by this Agreement after the indebtedness secured by such lien shall become due unless the same is in the process of actually being contested in good faith on the part of Brunswick Baseball and in any event Brunswick Baseball will protect, indemnify, and save harmless Oak Island from and in respect of any and all such claims.

30. **Quiet Enjoyment.** Oak Island agrees that Brunswick Baseball may peacefully and quietly have, hold, and enjoy the said Leased Property upon all the terms of this Agreement.
31. **Relationship of the Parties.** Brunswick Baseball and its representatives, agents, contractors, and employees have no employment relationship, no joint venture, nor partnership with Oak Island with respect to the subject matter of this Agreement.
32. **Entire Agreement.** This Agreement, including all attachments hereto, contains the entire agreement of the Parties and there are no representations, inducements, or other provisions other than those expressed herein. All changes, amendments, additions, or deletions to this Agreement shall be in writing and executed by the authorized representatives of both Parties.
33. **No Waiver.** The waiver by a Party of any agreement, condition, or provision contained in this Agreement will not be deemed a waiver of any subsequent breach or any other agreement, condition, or provision contained in this Agreement, nor will any custom or practice that may develop between the Parties in the administration of the terms of this Agreement be construed to waive or lessen the right of a Party to insist upon the other Party's performance in strict accordance with the terms of this Agreement.
34. **Governing Law and Forum.** This Agreement and the rights and obligations of the Parties hereto shall be deemed made in Brunswick County, North Carolina and shall be interpreted, construed, and enforced in accordance with the laws of the State of North Carolina, without regard for its conflict of law's provisions, which shall be the exclusive venue for any legal proceedings arising from or incident to this Agreement. Such actions shall neither be commenced in nor removed to federal court. This subsection shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection.
35. **Severability.** Should any provision of this Agreement be declared illegal, void, or unenforceable under North Carolina law, or shall be considered severable, the

Agreement shall remain in force and be binding upon the Parties hereto as though the said provision had never been included.

36. **No Property Right.** Except for the right to use the Leased Property provided herein, under no circumstances shall this Agreement be construed as granting to Brunswick Baseball any right, title, or interest of any kind in the Leased Property or any property of Oak Island. Brunswick Baseball agrees that it will not use the Leased Property as collateral for any financing it may attempt to obtain.
37. **Nondiscrimination.** Each Party agrees to perform its duties under this Agreement in a way that does not discriminate or imply discrimination against any person or group based on age, race, color, national origin, religion, sex, sexual orientation, gender identity, genetic information, political affiliation, or veteran status.
38. **Agreement Read.** The Parties acknowledge that they have read, understand, and intend to be bound by the terms and conditions of this Agreement.
39. **Legal and Regulatory Duties.** Brunswick Baseball shall observe all applicable local, state, and federal laws and regulations as they pertain to Brunswick Baseball's use and occupation of the Leased Property.
40. **Binding Effect.** This instrument shall be binding upon and shall inure to the benefit of the Parties and their heirs, successors, and permitted assigns.
41. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
42. **Signatures.** As it is applicable to this Agreement, the Parties agree to and adopt the terms and conditions of the Uniform Electronic Transactions Act (the "Act"), as adopted in North Carolina General Statutes Chapter 66, including but not limited to the provisions governing electronic signatures. As such, this Agreement is "signed" if it includes a digital signature, symbol, and/or action that is adopted or performed by either Party or Party's Electronic Agent (as defined in the Act) with the present intent to authenticate or manifest assent to the Agreement.
43. **Notice.** All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed to have been duly given or made (a) upon delivery, if sent by hand delivery; (b) upon email delivery with written confirmation of receipt given by the receiving party, or (c) when delivered,

if sent by prepaid overnight carrier, with a record of receipt, to the Parties at the following addresses:

if to Brunswick Baseball:

Brunswick Baseball

Attn: Alec Allred
456 Brady Street Ext.
Ramseur, North Carolina 27316

with a copy to:

Hendrick Bryant & Nerhood, LLP
Attn: Tim Nerhood
723 Coliseum Drive, Suite 101
Winston Salem, North Carolina 27106

if to Oak Island:

Town Manager
Town of Oak Island
4601 E. Oak Island Drive
Oak Island, North Carolina 2846

Either Party may change the address to which notice to it, or copies thereof, shall be addressed, by giving notice thereof to the other Party in conformity with the foregoing.

[Signature page follows.]

Grandstand and Pressbox



Before the fifth season of play, we plan to install a grandstand and press box that we expect to accommodate 500-1000 fans, depending on the available space at the ballpark.

We are planning to enlarge the concrete and chain link fencing of the dugouts and remove the front fencing to create a college baseball field atmosphere. The dugouts will be expanded to 10'x30' and covered with windscreen for promoting the team and providing privacy to the players. Additionally, a 4-foot tall fence will be added to the field side of the dugout, as seen in college and professional baseball fields.

Infield



We will grade the infield, lay down new Bermuda sod, install a clay infield, build a game mound, relocate any sprinkler heads that would be in new dirt, and add new sprinkler heads if necessary to ensure proper water coverage. We will also install a quick-connect hose hookup behind the game mound.

Attachment 2 Design for Plans

Chain Link Fencing

All new fencing will be silver chain-link fencing.

Fencing on both sides will be 8-10ft tall and provide viewing angles beyond both dugouts.

The Backstop Fencing will remain in place.

The outfield fencing will be 16-20 feet tall chain-link fencing.

Foul Poles

The outfield fencing has 30-foot-tall yellow foul poles tied directly into it.

Bullpens

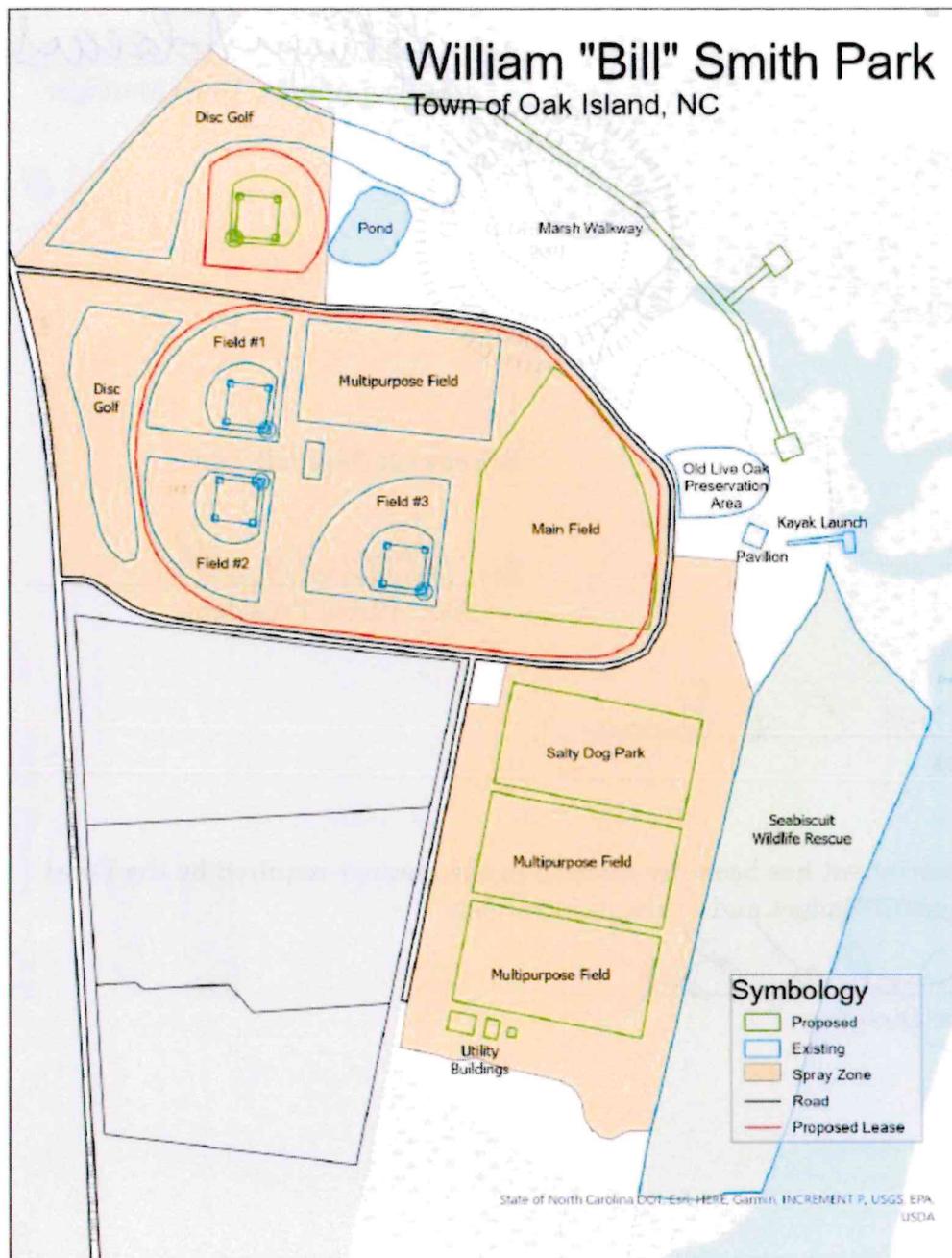


There will be bullpens for both home and away teams, each featuring two mounds.

Dugouts



ATTACHMENT 1
Leased Property



IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

Town of Oak Island

By: Kathryn Adams (Seal)
Kathryn Adams, Town Manager

ATTEST:

Lisa P. Smith
Town Clerk



Brunswick Baseball, LLC

By: Alec Allred
Alec Allred, President

Lisa P. Smith
Witness

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

Chris L. Bell
Finance Director

LEASE AGREEMENT
AND PERMISSION TO SELL ALCOHOLIC BEVERAGES

This Lease Agreement and Permission to Sell Alcoholic Beverages (“Agreement”) is made and entered into as of the date of the last signature below (“Effective Date”) by and between the Town of Oak Island (“Oak Island”) and Brunswick Baseball, LLC (Brunswick Baseball). Oak Island and Brunswick Baseball may be referenced collectively in this Agreement as the “Parties” or each individually as a “Party.”

WITNESSETH:

WHEREAS, Oak Island owns, operates, and controls that certain real property known as Bill Smith Park at Oak Island as defined and described herein;

WHEREAS, Brunswick Baseball desires to lease from Oak Island and Oak Island desires to lease to Brunswick Baseball those certain described portions of Bill Smith Park pursuant to the terms and conditions as set forth herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, covenants, representations, warranties, and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Leased Property.** The “Leased Property” shall mean that portion of the real property owned by Oak Island commonly known as Bill Smith Park located at 4446 Fish Factory Rd SE, Southport, NC 28461 that includes only the concession stand located on the property and the first three feet (3’) around the concession stand or such other area that is designated by the parties for the specific use of the sale of alcohol. The Leased Property is part of the property described in Attachment 1 and is the red-roofed building in the center of the two baseball fields on the left of the attachment.
2. **Oak Island’s Lease to Brunswick Baseball of Leased Property.** Subject to the terms and conditions of this Agreement, Oak Island does hereby lease unto Brunswick Baseball and Brunswick Baseball does hereby lease from Oak Island the Leased Property.
3. **Term.** The term of the Agreement shall be for a period of ten (10) years from the herein defined Effective Date (the “Term”). After a period of nine (9) years, both parties will begin good faith negotiations to renew the lease.

4. **Right to Use.** With the execution of this Agreement, Brunswick Baseball shall pay to Oak Island one dollar per year (\$1/yr) for the Term in exchange for the exclusive right to use the Leased Property.
5. **Concessions.** Brunswick Baseball shall have the exclusive right to all concessions, alcohol sales, and other revenue generated as a result of any Activity unless otherwise agreed to by the Parties.
6. **Permitted Use of the Leased Property—The Activity.** This Agreement permits Brunswick Baseball the exclusive right to sell (but not consume) alcoholic beverages on the Leased Property during the Term. Brunswick Baseball may also sell other items on the Leased Property so long as such sales are in compliance with applicable laws and regulations.
7. **Utilities.** Brunswick Baseball shall be responsible for providing and paying for all electricity, lighting, heating, water, air conditioning, and sewer used by Brunswick Baseball in connection with the occupancy and use of the Leased Property in accordance with this Agreement.
8. **Acceptance, Access, Right of Entry, Repairs, and Maintenance.** Brunswick Baseball agrees to accept the Leased Property in its current condition. Notwithstanding the foregoing, Oak Island, including but not limited to its trustees, officials, officers, employees, agents, representatives, and consultants, retains the right to enter and have full access to all portions of the Leased Property at any time without notice to Brunswick Baseball for the purposes of inspection, to examine the condition thereof, to ascertain compliance with this Agreement or applicable law, or to make any repairs, additions, or alterations as may be necessary for the safety, preservation, or improvement of the Leased Property which Oak Island, in its sole discretion, determines to make or for any other purpose which Oak Island deems appropriate as it relates to the physical facility and equipment. Brunswick Baseball shall promptly notify Oak Island in writing of any need of repair or maintenance to any portion of the Leased Property and shall allow reasonable time for Oak Island to have access to the facility to provide the maintenance and repairs as needed and as designated by Oak Island. Brunswick Baseball shall at its sole cost and expense, be responsible for keeping the Leased Property in a good, clean, neat, attractive, pleasant, and sanitary condition during an Activity.
9. **Compliance with Applicable Law.** Brunswick Baseball shall conduct the Activity in an orderly manner in full compliance with all Oak Island policies, regulations, rules, and practices and with all applicable federal, state, and local laws and ordinances.

10. **Separate Program Responsibilities.** Oak Island agrees that it will provide reasonable supervision of participants of Oak Island-sponsored events or programs and for the protection of the facility. Likewise, Brunswick Baseball agrees that it will provide reasonable supervision of participants to ensure their safety and well-being during the Activity.
11. **Obstructions.** All portions of driveways, entrances, exits, sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities, law enforcement or emergency responders, of the Leased Property shall be kept unobstructed by Brunswick Baseball and shall not be used by Brunswick Baseball for any purpose other than ingress to or egress from the Leased Property.
12. **Logos and Marks.** Brunswick Baseball shall not use the logos, marks, or names of Oak Island for any purpose without the prior written approval of Oak Island except to indicate the location of the Activity.
13. **Indemnification.** Each party accepts responsibility for any and all claims, losses, liabilities, demands, damages, or any other financial demands that may be alleged or realized due to the acts of nonfeasance, malfeasance, misfeasance, or negligence committed by the Party or the Party's agents or employees while in the performance of their duties or assignments under this Agreement, to the extent permitted or limited by law. Notwithstanding any other provision of this Agreement, the liability of Oak Island, as an agency of the State of North Carolina, for any injury or damage arising out of this Agreement or Oak Island's performance thereof is subject to the limitations of the North Carolina Tort Claims Act, N.C.G.S. § 143-291 et. seq. Oak Island does not waive any rights or defenses under the North Carolina Tort Claims Act or the rights and authority of the Attorney General of the State of North Carolina to represent Oak Island.
14. **Insurance.** At all times during its use of the Leased Property, Brunswick Baseball, at its sole cost and expense, shall purchase and maintain all of the following policies:
- 14.1. Commercial General Liability insurance, using form ISO CG 00 01 or equivalent, covering the Activity contemplated by this Agreement, including coverage for public liability, bodily injury, and property damage, with combined single coverage limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate.
- 14.2. Workers' compensation insurance, as required by North Carolina law.

All insurance policies required to be purchased under this Agreement shall be issued by insurance companies with an A.M. Best rating of "A" or better and shall be issued by companies qualified to do business in the State of North Carolina. Such insurance shall be issued in the name of Brunswick Baseball with Oak Island named as an additional insured using ISO Form CG 2026 or equivalent. The certificate of insurance shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed, or modified without reasonable prior written notice to Oak Island. Brunswick Baseball shall provide Oak Island each policy or certificate of insurance evidencing such policy issued on Accord Form 25 or equivalent, at least **10 business days prior** to the start of the Activity.

15. **Damage or Destruction by Fire or Other Casualty.** If the Leased Property is destroyed by fire or other casualty or act of God, then this Agreement shall terminate as of the time of such destruction without action on the part of either Oak Island or Brunswick Baseball. In the event that the Leased Property so damaged by fire, other casualty, or act of God that more than 50% of the Leased Property cannot reasonably be used by Brunswick Baseball in the conduct of its activities, or the building is so damaged by fire or other casualty or act of God that it cannot, in Oak Island's sole opinion, be economically repaired, then either Party shall have the option to terminate this Agreement by the provision of written notice to the other party.
16. **Force Majeure.** If the Leased Property is rendered unsuitable for the conduct of the Activity or if the Activity itself must be cancelled by reason of fire, earthquake, hurricane, flood, act of God, strikes, work stoppage, or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, power of government, governmental agency or authority, or any other cause which is beyond the control of Oak Island or Brunswick Baseball, the Parties are released from their obligations under this Agreement.
17. **Surrender on Expiration or Termination.** Upon the expiration of this Agreement or termination of this Agreement for any reason, Brunswick Baseball shall yield, vacate, and deliver peaceably to Oak Island possession of the Leased Property and any alterations, additions, and improvements made by Brunswick Baseball (not including the Cameras) promptly and as good condition, order, and repair as it received the property except for reasonable wear and tear and acts of God.
18. **Liens.** Brunswick Baseball agrees that it will not permit the claim of any contractor, subcontractor, mechanic, laborer, or materialmen to become and remain a lien on the Leased Property or upon the right, title, or interest of Brunswick Baseball created by this Agreement after the indebtedness secured

by such lien shall become due unless the same is in the process of actually being contested in good faith on the part of Brunswick Baseball and in any event Brunswick Baseball will protect, indemnify, and save harmless Oak Island from and in respect of any and all such claims.

19. **Quiet Enjoyment.** Oak Island agrees that Brunswick Baseball may peacefully and quietly have, hold, and enjoy the said Leased Property upon all the terms of this Agreement.
20. **Relationship of the Parties.** Brunswick Baseball and its representatives, agents, contractors, and employees have no employment relationship, no joint venture, nor partnership with Oak Island with respect to the subject matter of this Agreement.
21. **Entire Agreement.** This Agreement, including all attachments hereto, contains the entire agreement of the Parties and there are no representations, inducements, or other provisions other than those expressed herein. All changes, amendments, additions, or deletions to this Agreement shall be in writing and executed by the authorized representatives of both Parties.
22. **No Waiver.** The waiver by a Party of any agreement, condition, or provision contained in this Agreement will not be deemed a waiver of any subsequent breach or any other agreement, condition, or provision contained in this Agreement, nor will any custom or practice that may develop between the Parties in the administration of the terms of this Agreement be construed to waive or lessen the right of a Party to insist upon the other Party's performance in strict accordance with the terms of this Agreement.
23. **Governing Law and Forum.** This Agreement and the rights and obligations of the Parties hereto shall be deemed made in Brunswick County, North Carolina and shall be interpreted, construed, and enforced in accordance with the laws of the State of North Carolina, without regard for its conflict of law's provisions, which shall be the exclusive venue for any legal proceedings arising from or incident to this Agreement. Such actions shall neither be commenced in nor removed to federal court. This subsection shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection.
24. **Severability.** Should any provision of this Agreement be declared illegal, void, or unenforceable under North Carolina law, or shall be considered severable, the Agreement shall remain in force and be binding upon the Parties hereto as though the said provision had never been included.

25. **No Property Right.** Except for the right to use the Leased Property provided herein, under no circumstances shall this Agreement be construed as granting to Brunswick Baseball any right, title, or interest of any kind in the Leased Property or any property of Oak Island. Brunswick Baseball agrees that it will not use the Leased Property as collateral for any financing it may attempt to obtain.
26. **Nondiscrimination.** Each Party agrees to perform its duties under this Agreement in a way that does not discriminate or imply discrimination against any person or group based on age, race, color, national origin, religion, sex, sexual orientation, gender identity, genetic information, political affiliation, or veteran status.
27. **Agreement Read.** The Parties acknowledge that they have read, understand, and intend to be bound by the terms and conditions of this Agreement.
28. **Legal and Regulatory Duties.** Brunswick Baseball shall observe all applicable local, state, and federal laws and regulations as they pertain to Brunswick Baseball's use and occupation of the Leased Property.
29. **Binding Effect.** This instrument shall be binding upon and shall inure to the benefit of the Parties and their heirs, successors, and permitted assigns.
30. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
31. **Signatures.** As it is applicable to this Agreement, the Parties agree to and adopt the terms and conditions of the Uniform Electronic Transactions Act (the "Act"), as adopted in North Carolina General Statutes Chapter 66, including but not limited to the provisions governing electronic signatures. As such, this Agreement is "signed" if it includes a digital signature, symbol, and/or action that is adopted or performed by either Party or Party's Electronic Agent (as defined in the Act) with the present intent to authenticate or manifest assent to the Agreement.
32. **Notice.** All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed to have been duly given or made (a) upon delivery, if sent by hand delivery; (b) upon email delivery with written confirmation of receipt given by the receiving party, or (c) when delivered, if sent by prepaid overnight carrier, with a record of receipt, to the Parties at the following addresses:

if to Brunswick Baseball:

Brunswick Baseball

Attn: Alec Allred

456 Brady Street Ext.

Ramseur, North Carolina 27316

with a copy to:

Hendrick Bryant & Nerhood, LLP

Attn: Tim Nerhood

723 Coliseum Drive, Suite 101

Winston Salem, North Carolina 27106

if to Oak Island:

Town Manager

Town of Oak Island

4601 E. Oak Island Drive

Oak Island, North Carolina 2846

Either Party may change the address to which notice to it, or copies thereof, shall be addressed, by giving notice thereof to the other Party in conformity with the foregoing.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

Town of Oak Island: "Oak Island"

By: Kathryn Adams (Seal)



ATTEST:

Lisa P. Smith
Town Clerk

Brunswick Baseball, LLC

By: Alec Allred
Alec Allred, President

Lisa P. Smith
Witness

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

John H. Bral
Finance Director

ATTACHMENT 1
Leased Property





TOWN OF OAK ISLAND
BUDGET ORDINANCE AMENDMENT
FISCAL YEAR 2025-2026

BE IT ORDAINED by the Town Council of the Town of Oak Island, North Carolina, in Council assembled January 20, 2026 that the following Budget Ordinance Amendment be adopted for the purpose of appropriating grant funds from NCLM for traffic safety devices.

GENERAL FUND		Budget <u>Amendment</u>	Budget As <u>Amended</u>
A. <u>Revenue Anticipated</u>			
NCLM Safety Grant	10-300-3800	\$ 4,000	\$ 4,000
B. <u>Expenditures Authorized</u>			
Fire Departmental Supplies	10-530-2101	\$ 4,000	\$ 24,870

Adopted this on the twentieth Day of January 2026

Christopher J Brown, Mayor

Attest: _____
Lisa P. Stites, Town Clerk

**TOWN COUNCIL REGULAR
MEETING
AGENDA ITEM MEMO**

SUBJECT: Consideration of Amendments to Section 26-1 of the Code of Ordinances, "Construction or other improvements within street rights-of-way" and Extending the Abatement Period for Enforcement of Right-of-Way Violations

DATE: January 14, 2026

DEPARTMENT: Development Services

Subject Summary: Background

At the July 18, 2025 meeting, the Town Council amended the ordinances related to right of way encroachments, obstructions, and exceptions. As a part of that amendment Council established a 6-month abatement period. The abatement period is set to end January 18, 2026.

The Town Council discussed several issues with the right-of-way and potential policy changes. Town Council voted to bring the item back in January and consider amending the section related to exceptions to Section 26-1

Summary

Section 26-1 deals with construction or other improvements in the right-of-way. The ordinance requires that improvements to the right of way secure an encroachment agreement from the Town prior to installation and goes on to list exceptions including mailboxes, driveway connections, on-street parking, temporary sporting goods, decorative gravel, and mulch. It also establishes a 6-month abatement period from the adoption of the ordinance for items not listed as exceptions.

In addition to Section 26-1, Section 14-37 declares all obstructions not exempted in 26-1 as public nuisances subject to immediate removal from the right of way. Public nuisances are, by definition, items considered detrimental to public health and/or safety.

Based on feedback from the Town Council at the December 9, 2025 meeting staff has drafted a proposed amendment to Section 26-1. The proposed amendment would limit improvements within 10 feet of the edge of a paved travel lane to the existing exemptions. Beyond 10 feet, it adds allowances for vegetative landscaping and temporary decorative landscaping items. The proposal limits the height of these items to no greater than 3 feet.

In addition, it creates a subsection for unimproved Town right-of-way to address unimproved street ends. In these areas, driveway connections and temporary sporting goods are permitted.

Citizens may request an encroachment agreement for items not exempted by the ordinance.

Attachments:

[Sec. 26_1. ___Construction_or_other_improvements_within_street_rights_of_way. 010626](#)

StreetscapeExample_010626

Financial Impact Statement: N/A

Legal Review: The Town Attorney will be present to answer questions.

Sec. 26-1. Construction or other improvements within street rights-of-way.

- (a) No person or entity, other than the town, shall construct, install, maintain or erect any utility infrastructure, structure, pole, fence, on-street parking improvement, or other obstruction in any town street right-of-way without having first fully executed a right-of-way encroachment agreement with the town. The town manager or their designee may approve encroachment agreements for the installation of public parking spaces. Any encroachment shall meet the requirements of NCDOT Roadway Design Manual or NACTO Urban Street Design Guide, as well as the NCDOT Construction Manual. The following exceptions to the foregoing shall not require an encroachment agreement:

(1) Items or improvements within 10 feet of the edge of paved travel lanes shall be limited to the following

- ~~(1)~~a. Mailboxes;
- ~~(2)~~b. Newspaper boxes; and
- ~~(3)~~c. Driveway connections, utility service laterals and stormwater cross drainage piping installed and/or constructed in accordance with town specification and the Unified Development Ordinance. Driveway construction shall require the issuance of a driveway permit from the Town of Oak Island.
- ~~(4)~~d. On-street parking spaces shall be permitted to be installed by the adjacent property owner only in the "Police Enforcement Zone," except for the right-of-way for West Oak Island Drive, described in section 28-42 of the Code of Ordinances and subject to the following standards:
 - ~~a.~~1. A right-of-way improvement permit from the development services department shall be required prior to installation.
 - ~~b.~~2. One ten-foot by 20-foot parallel parking space shall be permitted per residential lot. Such space shall be installed directly adjacent to the travel lane.
 - ~~c.~~3. The space will be constructed of permeable concrete, permeable pavers, permeable gravel, or other materials approved by the town and subject to the design requirements and approval of the town's stormwater administrator.
 - ~~d.~~4. A large canopy tree as listed in chapter 32 of the Code of Ordinances shall be planted on the lot in the front setback area, subject to approval of the town. In lieu of a new large canopy tree, the property owner shall receive appropriate credits for existing tree dbh (diameter at breast height) in the front setback area.
 - ~~1.~~(a) Should town improvement or utilities preclude planting of a large canopy tree, a fee-in-lieu of planting in the amount of \$250.00 shall be paid to the town. The proceeds from the fee-in-lieu shall be used only for the planting or maintenance of trees in public spaces in the town's jurisdiction.
 - ~~e.~~5. No other hardscape or improvement shall be permitted in conjunction with the on-street parking except for those specifically listed as exempt in this subsection.
 - ~~f.~~6. Such spaces are for public parking and are not to be restricted from public use.
 - ~~g.~~7. Such spaces and required plantings are to be installed so as not to interfere with the sight distance triangles required by the Unified Development Ordinance.
 - ~~h.~~8. The permittee shall be required to locate all underground utilities prior to installation. Any underground utilities damaged or otherwise disturbed shall be the responsibility of the permittee to repair.
 - ~~i.~~9. A five-foot separation between on-street parking spaces and driveways shall be maintained.

-
- ~~j-10.~~ No additional piping shall be installed.
 - ~~k-11.~~ Gravel parking areas in the right-of-way that were installed prior to July 18, 2025 shall be treated as legal non-conformities and are allowed to be maintained by the property owner subject to subsection 26-1(d).
 - ~~(5)e.~~ Temporary sporting goods including, but not limited to, basketball goals, soccer nets, and other mobile sporting activities shall be permitted within the right-of-way provided they are designed to be moved and not permanently installed.
 - ~~(6)f.~~ Any permanent or temporary items listed in this section are not the responsibility of the town and are subject to removal at any time by the town without notice.
 - ~~(7)g.~~ The exceptions listed in this subsection shall not be installed or left in a manner that prevents public parking in the town right-of-way, where such parking is authorized.
 - ~~(8)h.~~ The exceptions listed in this subsection shall not impact any ditches, swales, pipes, grate inlets or other BMPs without the authorization of the town's stormwater administrator.
 - ~~(9)i.~~ The exceptions listed in this subsection shall not include regrading within the right-of-way and shall follow the existing contour of the shoulder.
 - ~~(10)j.~~ Decorative gravel, mulch, and landscaping improvements at ground level in addition to driveway connections
 - ~~a-1.~~ Such improvements shall be installed so as to be permeable for stormwater
 - ~~b-2.~~ Such improvements shall be installed so as to be level with the preexisting grade and contours of the right-of-way and shoulder
 - ~~c-3.~~ Such improvements shall be installed to NCDOT and/or town specifications for driveway or street construction
 - ~~d-4.~~ A right-of-way improvement permit from the development services department shall be required prior to installation
 - ~~e-5.~~ Decorative gravel, mulch, and landscaping improvements in the right-of-way that were installed prior to July 18, 2025 shall be treated as legal non-conformities and are allowed to be maintained by the property owner subject to subsection 26-1(d).
 - ~~(11)k.~~ No fee shall be charged by the town during permitting for items (1), (2), (4), (5), or (10)
- (2) Items or improvements beyond 10 feet of the edge of paved travel lanes shall be limited to the following
- a. Any exemption listed in subsection (1).
 - b. Vegetative landscaping no greater than three (3) feet in height
 - c. Temporary decorative landscaping items no greater than three (3) feet in height. Such items must be able to be removed by hand without special tools or mechanical equipment. Items permanently affixed to the ground are prohibited.
 - d. Any permanent or temporary items listed in this section are not the responsibility of the town and are subject to removal at any time by the town without notice.
 - e. The exceptions listed in this subsection shall not be installed or left in a manner that prevents public parking in the town right-of-way, where such parking is authorized.
 - f. The exceptions listed in this subsection shall not impact any ditches, swales, pipes, grate inlets or other BMPs without the authorization of the town's stormwater administrator.

g. The exceptions listed in this subsection shall not include regrading within the right-of-way and shall follow the existing contour of the shoulder.

(3) Items or improvements permitted in unimproved Town right-of-way

a. Driveway connections, utility service laterals and stormwater cross drainage piping installed and/or constructed in accordance with town specification and the Unified Development Ordinance. Driveway construction shall require the issuance of a driveway permit from the Town of Oak Island.

b. Temporary sporting goods including, but not limited to, basketball goals, soccer nets, and other mobile sporting activities shall be permitted within the right-of-way provided they are designed to be moved and not permanently installed.

c. Any permanent or temporary items listed in this section are not the responsibility of the town and are subject to removal at any time by the town without notice.

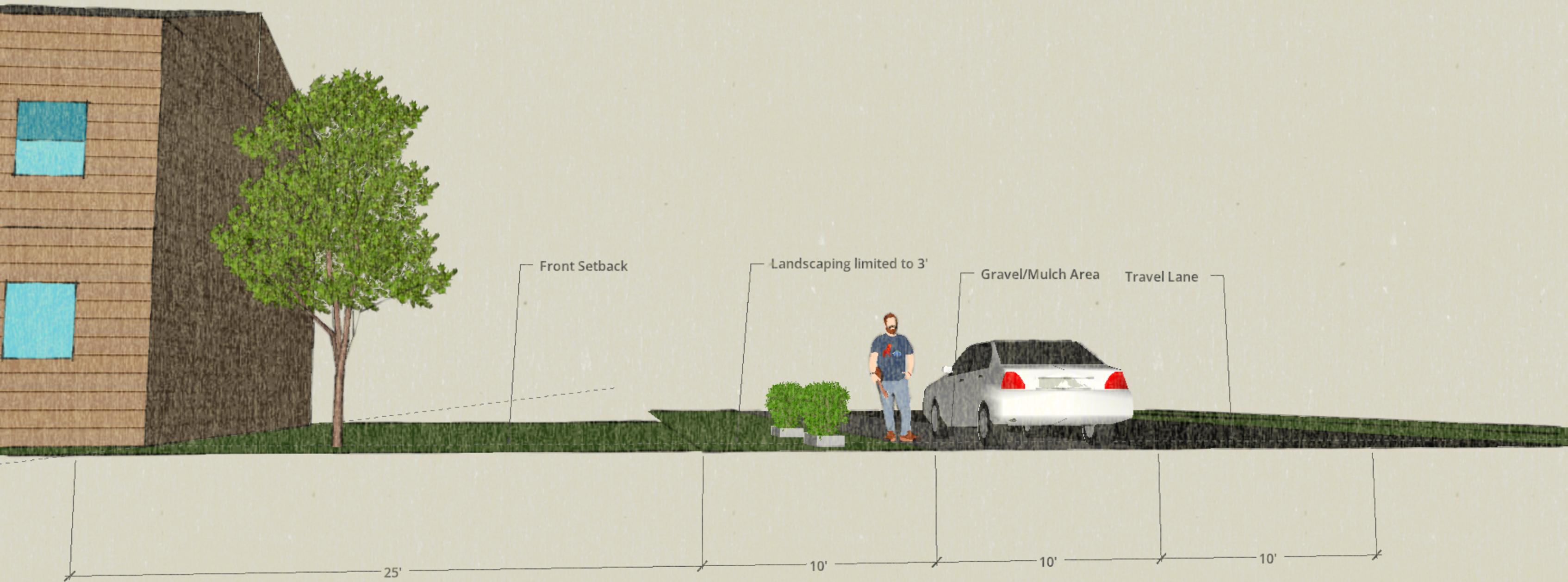
d. The exceptions listed in this subsection shall not be installed or left in a manner that prevents public parking in the town right-of-way, where such parking is authorized.

e. The exceptions listed in this subsection shall not impact any ditches, swales, pipes, grate inlets or other BMPs without the authorization of the town's stormwater administrator.

f. The exceptions listed in this subsection shall not include regrading within the right-of-way and shall follow the existing contour of the shoulder.

- (b) Except as provided in (a)(1) through (3) above, no person or entity, other than the town or NCDOT, shall construct, maintain or erect any structure, pole, fence or other obstruction within any street right-of-way located, either now or in the future, within the corporate limits of Oak Island that is a part of the state roadway system without having first fully executed a right-of-way encroachment agreement with NCDOT.
- (c) Within any municipal or state street right-of-way, the town, or its designee, shall be responsible for repairing or replacing, to equal or better condition, any driveway, stormwater cross drainage piping or walkway within the street right-of-way that is damaged or destroyed by any project, improvements or repair work undertaken or contracted by the town within such rights-of-way. The town shall not be responsible for repairing or replacing any legal nonconformity or right-of-way improvement that does not conform to the standards of this subsection or the Unified Development Ordinance.
- (d) Property owners shall be permitted to undertake seeding of lawn and/or other nonstructural improvements as exempted in subsection (a) and shall be obligated to properly maintain same in the area between the street pavement edge or edge of the traveled way and the property line/right-of-way line, provided such work does not prevent or hinder the allowance of on street parking where such parking is not otherwise prohibited by this Code. Property owners undertaking such improvements or any other improvement authorized by this section shall be responsible for any damage to such improvements that might occur during the course of infrastructure improvements occurring within street rights-of-way by or on behalf of the town or NCDOT.
- (e) The provisions of this article shall be subject to enforcement through initiation by the town of criminal or civil proceedings or any other remedy available as provided for under G.S. 160A-175.
- (f) Improvements authorized by this section shall not impact any ditches, swales, pipes, grate inlets or other BMPs without the authorization of the town's stormwater administrator.
- (g) Upon adoption of this ordinance (July 18, 2025), obstructions or other right-of-way violations not exempted by section 26-1(a) shall have a six-month abatement period.

(Ord. of 4-10-2001(2), § 1; Ord. of 2-10-2004; Amend. of 9-19-2017; Amend. of 1-10-2023(1); Amend. of 6-10-2025; Amend. of 7-18-2025)



**TOWN COUNCIL REGULAR
MEETING
AGENDA ITEM MEMO**

SUBJECT: Consideration of Recommending an Elected Official to Serve on the Rural Planning Organization Board
DATE: January 14, 2026
DEPARTMENT: Council Member

Subject Summary: Council member Brown placed this item on the agenda. Sam Boswell, Senior Regional Planner with the Cape Fear Council of Governments works with the Cape Fear Rural Planning Organization and provided the following information about the open seat and the RPO itself.

Voting and Alternate seats on the RPO's board (the Rural Transportation Advisory Committee, or RTAC) are 2-year terms. Former Council member Mark Martin's term was set to expire at the end of 2025, so when that seat is filled now it will be a seat for **2026-2027**.

On the RPO's board there are 2 municipal voting members per county (3 RPO counties: Brunswick, Columbus, and Pender), and each seat also has an alternate. The RPO's Memorandum of Understanding states that municipal voting members are selected by a "caucus of the mayors" within each county. Mr. Boswell will be organizing a meeting for all Brunswick County RPO members in late January, likely at the County offices. At that meeting, they will discuss vacancies on the RPO's board and go over what to expect from the RPO in 2026. The RPO's first board meeting of the year will be in February. The main takeaways for your Town Council are these: they should decide amongst themselves who they'd choose to participate on the RPO's board — it can be the Mayor or any of the Council members; the only requirement is that it's an elected official. Then, when we have our meeting in late January for all Brunswick County RPO participants, an Oak Island representative should attend and express interest in having a voting seat on the RPO board. Even if the Mayor is not the Town's representative to the RPO, Mr. Boswell recommends the Mayor attend this January meeting, if scheduling permits.

The Cape Fear RPO serves as the intergovernmental organization for local elected officials, NCDOT, and residents of the region to work cooperatively to address transportation issues within the Cape Fear RPO boundary.

The goals and duties of the RPO are to:

- Develop long-range local and regional transportation plans across all modes in cooperation with other area planning organizations and NCDOT;
- Provide a forum for public participation in the rural transportation planning process;

- Develop and prioritize transportation projects which the RPO believes should be included in the State Transportation Improvement Program (STIP);
- Provide transportation-related information to local governments and other interested organizations and persons; and
- Conduct transportation related studies and surveys for local governments and other interested entities/organizations.

Suggested Motion: Council may come to a consensus or vote on a member to potentially serve on the Cape Fear RPO.

Financial Impact Statement: N/A

Legal Review: N/A

**TOWN COUNCIL REGULAR
MEETING
AGENDA ITEM MEMO**

SUBJECT: Consideration of Adopting a Resolution of Intent to Consider Closing of the Town’s alley between NE 47th Street and NE 49th Street.
DATE: January 14, 2026
DEPARTMENT: Administration

Subject Summary: The Town has been working on commercial code repair in an effort to make a more business-friendly community. At the same time, the Town has also been working on initiatives to increase pedestrian safety by installing new sidewalks and crosswalks. There is a section of the alley that runs perpendicular to East Oak Island Drive that staff proposes to formally close -- the alley between NE 47th and NE 48th Streets, and the alley between NE 48th and NE 49th Streets (see enclosed map). The North Carolina General Statutes allow for the Town to close a street or ally. The Town Council must first adopt a Resolution of Intent. The Resolution must be published in the local newspaper once a week for four weeks. Property owners adjacent to the alley would be notified by certified mail, and signs would be posted as well. A Public Hearing could then be held at the March 17, 2026 Town Council meeting; Council could take action at that time. The alley between NE 47th and NE 48th has not been used for traffic in a long time, and there are actually sidewalks across the alley to a parking area behind the building. The alley closure between NE 48th and NE 49th Streets would provide an incentive tied to site design that would place parking at the rear of any building there. This commercial area is narrow, which makes it challenging to accommodate the elements the Town is trying to encourage in a walkable commercial district, including building placement closer to the street, pedestrian-friendly frontage, and rear parking. Because this segment is at the functional end of the alley, conveying an additional 10 feet of right-of-way would make that type of site layout feasible. Even with the closure, the access pattern would remain largely unchanged for users with entrances from both side streets.

Attachments:
[RESOLUTION OF INTENT - CLOSING OF PORTION OF ALLEY](#)
[AlleyMap](#)

Suggested Motion: I make a motion to adopt the Resolution of Intent to Consider Closing of the Town’s alley between NE 47th Street and NE 49th Street.

Financial Impact Statement: There is a small financial impact in that the area of the alley will be split between the adjacent property owners, which would likely increase those property values.

Legal Review: This item has been reviewed by the Town Attorney.

Follow up Action Needed: If the Resolution is approved, staff will publish it in the newspaper and meet the other notice requirements, and the Public Hearing will be scheduled for the March 17 meeting.

RESOLUTION OF INTENT

A Resolution Declaring the Intention of the Oak Island Town Council to Consider the Closing of the Town’s alley between NE 47th Street and NE 49th Street.

WHEREAS, G.S. 160A-299 authorizes the Oak Island Town Council to close public streets and alleys; and

WHEREAS, the Oak Island Town Council considers it advisable to conduct a public hearing for the purpose of giving consideration to the closing of the alley between NE 47th and NE 49th Streets;

NOW, THEREFORE, BE IT RESOLVED by the Oak Island Town Council that:

(1) A Public Hearing will be held at 6:00 p.m. or as soon thereafter as possible on the 17th day of March, 2026, in Council Chambers at the Oak Island Town Hall, to consider a Resolution closing the alley between NE 47th and NE 49th Streets.

(2) The Town Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks in the *State Port Pilot*, or other newspaper of general circulation in the area.

(3) The Town Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said alley a copy of this Resolution of Intent.

(4) The Town Clerk is further directed to cause adequate notices of this Resolution of Intent and the scheduled public hearing to be posted as required by G.S. 160A-299.

Upon motion duly made by Council Member _____, and duly seconded by Council Member _____, the above Resolution was duly adopted by the Town Council at the meeting held on the 20th day of January 2026, in the Oak Island Town Hall.

Upon call for a vote, the following Council Members voted in the affirmative:

and the following Council Members voted in the negative:

Adopted this the 20th day of January 2026, at _____ o’clock.

Christopher Brown
Mayor

ATTESTED: _____
Lisa P. Stites, MMC
Town Clerk

