



**PROPOSED AGENDA
OAK ISLAND TOWN COUNCIL REGULAR MEETING
TUESDAY, SEPTEMBER 8, 2026 – 6:00 PM
COUNCIL CHAMBERS - OAK ISLAND TOWN HALL**

CALL TO ORDER - Mayor Chris Brown

INVOCATION AND PLEDGE OF ALLEGIANCE - Mayor Pro Tempore Bill Craft

PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS

Presentation -- Update on the Big Bend Trail (Bill Millard with the Parks & Recreation Advisory Board)
[Big Bend Trail September 2026](#)

Presentation -- Sam Boswell, Regional Transportation Planner with the Cape Fear Rural Planning Organization

Presentation -- Update on the No Wake Zone: Police Chief Morris will give an update on this traffic and pedestrian safety initiative.

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 \(Aug. 18, 2026 Public Hearing & Regular Meeting\)](#)
[081826Minutes](#)
- I.2 [Adoption of a Resolution for the North Carolina Governor's Highway Safety Program Resolution](#)
- I.3 [Consideration of a Resolution authorizing an application to the NC Division of Water Infrastructure and the associated funding assistance agreement.](#)
[Oak Island AIA Resolution_Draft.docx](#)

ITEMS REMOVED FROM CONSENT AGENDA, IF ANY

II. COMMITTEE APPOINTMENTS

- II.1 Appointment to the Parks and Recreation Advisory Board (one unexpired term ending March 2027)
Tripp_Roakes.pdf
- II.2 Appointments to the Business Advisory Board (one unexpired term ending September 2027 and four terms expiring September 2029, one of which must represent the Resident category)
Lisa_Fitzgerald
Ken_Guhse
Noah_Rudolph
Joe_Yeager

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

IV. OLD BUSINESS

- IV.1 Discussion of Proposed Rezoning -- Request to Rezone PID(s) 250FG010 and 250FG011 from Commercial Recreation to the Community Business zoning district
Application - 705 Ocean Dr.
Application - 801 Ocean Dr.
Pier Conservation Easement
Zoning District Map
SECTION 6.5 TABLE OF USES AND ACTIVITIES - 6.18.26
Aerial
Current Zoning

V. NEW BUSINESS

- V.1 Consideration of a Request for Business License - High Tide Powersports (26-00058)
Application
Business Plan Proposal
GS_20-121.1 - UTV Statute

VI. ADJOURN

THE DAVIS CANAL NATURE TRAILS

The Big Bend Trail



Leveraging the natural wonders of Oak Island

Endorsed by the Oak Island Parks and Recreation Advisory Board March 2023

Initially Presented to the Oak Island Town Council May 2023

(updated August 2026)

Big Bend Trail: A Good Feasibility Study



Figure 2. Davis Canal Big Bend

The Big Bend Trail would be a good test case for the broader Davis Canal Nature Trails. As stated earlier, several shorter trails within the system already exist. Named for the canal's prominent northerly bend (Figure 2), the Big Bend Trail would leverage existing primitive paths to assess usage, upkeep, and public responsibility.

At roughly 4,000 feet in length, it is the longest of the various trails and currently is the clearest and most widely used of the paths in its primitive form. It also has the advantage of its connection to the Recreation Center parking.



Figure 3. **BIG BEND TRAIL, OAK ISLAND, NC**

Trail Details

- **Starting Point:** Southern end of SE 31st Street, behind the Oak Island Recreation Center, near the kayak launch and water tower (yellow circle with number 1 in Figure 3).
- **Route:** Utilizes the 31st Street Crossover path for approximately 500 feet and then branches off westward to follow the marsh, requiring a 90-foot raised walkway to traverse muddy terrain, replacing informal wooden

planks (indicated in red on Figure 3). The trail would temporarily end westward at an observation platform that would also serve as a turnaround point at roughly the equivalent of SE 23rd Street (yellow circle with number 2 in Figure 3). Ultimately the trail would be extended to connect with the 20th Street Crossover (yellow circle with number 3 in Figure 3) if and when that extension is completed.

- **Features:** Scenic view/education stops with benches (light blue square circle with “obs” in Figure 3) and a western observation platform/turnaround (yellow circle with number 2 in Figure 3).
- **Cost Estimate:** Minimal for the trail itself; approximately \$50,000 for the raised walkway and \$2,000 for the observation platforms.

Next Steps

At a reasonable cost, this project would provide the Town with a pilot project for the overall trail system. To accomplish this, the following steps will be required:

- State approval to use the land. This was accomplished on August 4, 2026 (see description at the end of this document).
- Environmental Impact Assessment
- CAMA approval
- Safety and Risk Assessment
- Construction and Maintenance Assessment
- Financial Assessment
- Community support and engagement

These assessments should be able to be accomplished with the trail funding provided in the Town of Oak Island 2026-2027 budget.

Trail Capital Campaign

Once the assessments are completed and determine a green light for the trail, a Trail Capital Campaign will be pursued to raise the necessary funds to complete the trail, including grants including business and private contributions.

Summary

The Town of Oak Island Strategic Plan calls for exploring this trail.

FOCUS AREA 2: PRESERVE OUR COMMUNITY'S COASTAL LIFESTYLE

Goal 4: Improve and expand park facilities.

Task 7: Review the possibility of adding trails along the south side of the Davis Canal.

The Oak Island Parks and Recreation Master Plan calls for this type of opportunity.

FOCUS AREA 3: Expand year-round recreation opportunities for youth, adults, seniors, and working households.

Action Item 1: Launch or expand the eight priority program families already identified in the master plan: biking/walking/running/hiking, gardening, pickleball clinics and leagues, cooking, birding, line dancing, kids' fitness, and tennis.

We believe the Davis Canal Nature Trails would become a great asset to Oak Island and deserve a valid study to determine the feasibility and desirability of the overall system. We propose that the Big Bend Trail is the perfect opportunity to conduct such a feasibility study with its proximity to the Recreation Center and its current frequent unofficial usage.

The following item, based on the maps in this document and GPS survey points provided, was presented to the North Carolina Council of State and approved on August 4, 2026. A formal lease document is being drawn up by the North Carolina State Property Office for submittal to the Town Council for approval.

STATE PROPERTY MATTERS (Continued)
DISPOSITION BY LEASE

ITEM 1

LESSOR: State of North Carolina, Department of Administration

LESSEE: Town of Oak Island

LOCATION: Davis Canal, Smithville Township, Brunswick County

TERM: Twenty years beginning October 1, 2026 or possession

AREA: $\pm 4,000'$ x $40'$ (160,000 sq. ft. or ± 3.7 acres)

ANNUAL RENTAL: \$1.00 for the term

COMMENTS: New Conservation and Trail lease. Property proposed for lease is for the creation and maintenance of a new trail and boardwalk system on state-owned islands and marshlands in Davis Canal. Lessee will be responsible for all trail construction and maintenance, and compliance with environmental regulations regarding creek and stream buffers. Not advertised pursuant to G.S. §146-29.1. Lessee is a public entity. This item was reported to the Joint Legislative Commission on Governmental Operations.

**TOWN COUNCIL REGULAR
MEETING
AGENDA ITEM MEMO**

SUBJECT: Approval of Minutes (Aug. 18, 2026 Public Hearing &
Regular Meeting)
DATE: August 31, 2026
DEPARTMENT: Administration

Subject Summary: Approval of Minutes of the Aug. 18, 2026 meeting is recommended.

Attachments:
[081826Minutes](#)

Suggested Motion: I make a motion to approve the Minutes of the Aug. 18, 2026 meeting as presented.

Financial Impact Statement: N/A

Legal Review: N/A

MINUTES
TOWN COUNCIL REGULAR MEETING
TUESDAY, AUGUST 18, 2026 - 6:00 PM
COUNCIL CHAMBERS - OAK ISLAND TOWN HALL

Present: Mayor Chris Brown, Mayor Pro Tempore Bill Craft, Council members Tommy Brown, Chasey Bynum, Terri L. Cartner, and Bob Ciullo, Interim Town Manager Kent Jackson, Town Attorney Bob Hornik, and Town Clerk Lisa P. Stites MMC.

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

The Council observed a moment of silence in remembrance and Councilman Bynum read a Resolution in Memoriam for the late Sheila Bell, former Council Member and longtime town employee, who passed away on August 7, 2026. The Resolution recognized her eight years of service on Town Council, her 25 years in local government — much of it in Oak Island — and her lasting impact on the community. Her family and friends were invited to receive a copy of the Resolution.

PUBLIC HEARING I (AND ACTION): The purpose of the Public Hearing was to receive citizens' comments on a proposed Amendment to the Town's Code of Ordinance Sec. 8-197. - Right of appeal. (160D302_305)

Town Attorney Bob Hornik briefly explained the purpose of the amendment, noting that state statute provides for appeals of minimum housing determinations to be made to a housing appeals board, and that this ordinance amendment would allow the Town Council to act in that capacity. There were no public comments and the Hearing was Closed.

Mayor Pro Tempore Craft made a motion to approve the amendment to Sec. 8-197 as presented, Councilman Ciullo seconded, and the motion passed unanimously.

PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS Presentation -- Introduce U.S. Coast Guard Senior Chief

Police Chief Charlie Morris introduced the new Senior Chief of the U.S. Coast Guard Station at Oak Island, Jason Gazillo. Senior Chief Gazillo introduced himself, saying he took over three weeks ago and had warm welcomes from Chief Morris and Fire Chief Price. He said he had done three tours in North Carolina and was glad to return to the state.

ADJUSTMENT/APPROVAL OF THE AGENDA

Councilman Brown added the Resolution In memoriam to the Consent Agenda for approval, removed 1.2 Consideration of Amendment to Sec. 28-11 and Sec. 28-14 of the Code of Ordinances from the Consent Agenda for discussion, removed New Business 1 Consideration of a Request for Business License - High Tide Powersports (26-00058) due to a scheduling conflict for the applicant and removed Closed Session. **Councilman Cartner made a motion to approve the agenda as amended. Councilman Bynum seconded the motion.** Answering a question from Councilman Ciullo, Planning Manager Taylor Davis said there was not a time limit on the business license application. **The motion passed unanimously.**

PUBLIC COMMENT - GENERAL TOPICS & AGENDA ITEMS

Glenn Baker, 110 NE 16th Street, spoke about vacancies in Town staff leadership positions. He said that he was concerned that administrative turnover had created operational drift, accountability gaps, and would ultimately place a financial burden on fixed-income residents and seniors. He asked Council to commission a third-party operational audit, to be issued via an RFP, and asked that it be placed on the following month's agenda.

Valarie Dolan, 1624 East Beach Drive, asked Council to prioritize the needs of the Salty Dog Park once recommendations are presented by the Friends of the Parks. She said that she knows everything can't be done at once, but she said they were looking for a commitment. Ms. Dolan said that there would be volunteers from among the people who use the park to help do the work. She said that most urgent needs were ADA accessibility and safety issues.

COUNCIL REPORTS (MAYOR AND COUNCIL)

Councilman Brown extended condolences to Bridget Veenema and her family on the loss of her husband, Town employee Mike Veenema.

Mayor Pro Tempore Craft said that next month's meeting, Bill Millard would present information on a proposed nature trail. Mayor Pro Tempore Craft also complimented the work done at the Par 3 golf course and said that there were four tournaments planned. He also spoke about the recent Dutchman Dinghy Dash and said a good time was had by all. Mayor Pro Tempore Craft commended Koko Cabana owner Austin Alfonso for distributing free school supply book bags to children, and he also encouraged civic organizations to consider donating mobi mats to the Town for beach accesses.

Mayor Brown said it had been a hot, busy summer. He said that it's estimated that more than 93,000 people were in town over the July 4th weekend.

Councilman Ciullo said he had heard many positive comments about the condition of the Par 3 course. He reported on water usage, noting a consistent 20% reduction since mandatory restrictions were implemented. He advised that a new Brunswick County water treatment plant is expected to come online at the end of the month, which should double capacity and potentially allow restrictions to be lifted. He also noted that the reverse osmosis plant, delayed by two years, is expected to come online by year's end, though it will result in a blended water supply for Oak Island, St. James, Southport, and Caswell Beach.

Councilman Bynum thanked Mayor Brown, Councilman Carter, and Councilman Brown for leading the Town Manager search process, saying it was a smooth and well-organized effort.

I. CONSENT AGENDA

- I.1 Approval of Minutes (July 6, 2026 Special Meeting; July 7, 2026 Special Meeting; July 14, 2026 Public Hearing & Regular Meeting; July 20, 2026 Special Meeting; and July 23, 2026 Special Meeting ([070626Minutes](#) [070726Minutes](#) [072026Minutes](#) [071426Minutes](#) [072326Minutes](#))
- I.3 Proposed Text Amendment to Section 14-93 - Unlawful Actions of the Town of Oak Island Code of Ordinances ([Health_and_Safety_Hazard_Ordinance](#))
- I.4 Adoption of a Resolution Supporting Adding Crosswalks on East Oak Island Drive and Fish Factory Road ([CrosswalksResolution](#))
- I.5 Consideration of Construction Renovation Agreements for the Community Center and Recreation Center ([Community Center Agreement - Millennium_BKJ_Version2.pdf](#) [Recreation Center Agreement - Millennium_BKJ_Version2.pdf](#))

Councilman Brown made a motion to approve the Consent Agenda as amended, Councilman Bynum seconded, and the motion passed unanimously.

ITEMS REMOVED FROM CONSENT AGENDA

I.2 Consideration of Amendment to Sec. 28-11 and Sec. 28-14 of the Code of Ordinances: Councilman Brown said that he wanted the Town to have an informed and deliberate rollout of this change. He said it would be the first section on the island with a 35 mph where LSV use was not allowed, and also, that section had been 45 mph for a long time. Interim Town Manager Kent Jackson said that staff had discussed notification strategies, including mobile signage, social media, and the Town's communication infrastructure, and agreed that implementation should wait well beyond the season. Chief Morris confirmed that NCDOT must first change the speed limit signs once notified, and that no enforcement would begin until after a published effective date. He suggested changing it in October or November. Councilman Bynum asked that the Pledge of Pink and the Witches Ride events in October also be taken into account, given the influx of visitors during those events.

Mayor Pro Tempore Craft summarized the change for the record: the speed limit will be reduced from 45 mph to 35 mph from East 19th Street to Country Club Drive, and golf carts will be prohibited from East 37th Street to East 19th Street, consistent with existing restrictions. Ms. Stites noted for the record that NCDOT had requested the Town repeal any existing 45 mph ordinance for that zone; however, no such ordinance previously existed,

Councilman Brown made a motion to approve the amendment to Section 28-11 and the addition to Section 28-14 of the Town's Code of Ordinances as presented, Councilman Bynum seconded the motion, and it passed unanimously.

II. COMMITTEE APPOINTMENTS

II.1 Appointments to the Environmental Advisory Committee: **Council unanimously appointed Erin de la Cruz to a term ending June 2029 and John Blevins to an unexpired term ending June 2027.**

II.2 Appointments to the Planning Board: **Council unanimously re-appointed David Purser to a term ending August 2029; Scott Stephenson was re-appointed to a term ending August 2029 with votes from Council members Brown, Bynum, Ciullo and Craft; and Robert Carpenter was appointed to a term ending August 2029 (ETJ position) with votes from Council members Brown, Bynum, Cartner and Craft. William Stewart was appointed to an alternate position with a term ending August 2028 with votes from Council members Brown, Bynum, Cartner and Craft; and Gene Brooks was appointed to an alternate position with a term ending August 2029 with votes from Council members Brown, Bynum and Ciullo. Applicant John Blevins was not appointed.**

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

Mr. Jackson said that the financial auditors were on site this week and that a presentation to Council was anticipated for October. Regarding paid parking, Mr. Jackson said that through July, gross parking revenues were approximately \$1,142,027, reflecting a 6.5 percent increase over 2025. Citations decreased by 5 percent, attributed to improved communication and signage. Season permit sales increased slightly over the prior year to nearly 1,500. A more comprehensive debrief with the parking vendor will be scheduled at the end of the season. Brunswick County moved back to Stage 2 restrictions the previous day, allowing automatic irrigation six days per week. A peak usage of approximately 2.8 million gallons of water was recorded on July 5th; usage has since declined steadily. Staff continues to coordinate closely with the county, which is preparing an update to its water emergency plan. The Town will wait for that update before revising its own plan. The 79th Street signal project has been submitted to the Federal

Highway Administration for final construction approval and remains on schedule to begin construction near the end of the year. The request for crosswalk funding at East Oak Island Drive at 31st and 40th Streets, as well as a location on Fish Factory Road near Dutchman Creek County Park, will be decided upon in December. Each project will be evaluated on its own merits. Additionally, the previously delayed 58th Street crosswalk project has been approved by FHWA and NCDOT to move into the FY27 project program. Dune planting wrapped up in late June and is now past the halfway point of its 90-day monitoring period. Moffatt & Nichol is conducting periodic reviews to determine the extent of replanting required at the end of that period. Regarding the Fish Factory Road wastewater plant, Mr. Jackson said that staff identified that turnover Saturdays produce a significant chemical load at the plant due to large-scale laundering activity at rental properties. Staff has been monitoring over recent weekends to develop operational strategies to keep the plant within state permit limits. Mr. Jackson also spoke about the Little Davis Canal, saying a dredging project would cost an estimated \$ 2 million. Councilman Brown asked if the company would work on finding grants. Councilman Cartner said that there were other areas, such as SW 15th Street at Little Pine Island, which also needed attention. She said she didn't want the Town to do work for some taxpayers and not others. Councilman Cartner said that the Town was working with just a few people because those people had been appointed by the neighborhood, and that there were about 65 properties affected. Mayor Pro Tempore Craft confirmed the original understanding that the property owners requested the study and that any further action would require Council deliberation. Councilman Ciullo noted the approximate per-home cost would be around \$30,000. Approximately 1,100 drainage structures have been identified by drone so far for the stormwater master plan project. Ground crews are now physically locating and surveying structures. Some buried or sediment-filled structures have been found. The project is expected to extend through the first half of 2027. The bulk of on-island paving will resume after Labor Day. CAMA permits have been received for the kayak launch behind the Rec Center and the consultant is preparing bid documents. The project is 75 percent funded by NCDEQ. A movie night is scheduled for September 4th, followed by the Sunset on Summer Music Festival on Saturday the 5th.

IV. OLD BUSINESS (none)

V. NEW BUSINESS

V.1 Consideration of a Request for Business License - High Tide Powersports (26-00058)
([Application Business Plan Proposal GS_20-121.1 - UTV Statute](#))

This item was removed from the agenda.

V.2 APPEAL 26-01290 (QUASI-JUDICIAL HEARING) Appeal of Minimum Housing Hearing Determination ([26-01290 - Application Confirmation of Contractor Property Owner Letter Building Inspector Evaluation Memo Signed Notice of MH Hearing 4.6.26 Minimum Housing Hearing Order 5.18.26-signed Site Photos GS 160D-1208 - Remedies](#))

Mayor Brown described the quasi-judicial process. Ms. Stites administered the oath to all those who indicated they would present evidence. Mayor Brown read the conflict-of-interest statements, and none of the Council members indicated a conflict. Mayor Brown declared the hearing open at 7:08 p.m. Planning Manager Taylor Davis presented the case, saying a building permit was issued in December of 2021 to raise the house onto a new piling foundation following hurricane damage. The pilings were on site, but the home was never raised. Ms. Davis said at least eight notices had been sent to the property owner with no response. The case was then handled as a minimum housing code violation, and staff acquired an administrative warrant to inspect the house on April 7. A minimum housing hearing was held on April 29, which the property owner attended. That hearing was continued and resumed May 13, but the property owner did not attend. Ms. Davis said that Interim Town Manager Jackson served as hearing officer and determined that the property was in a dilapidated condition, meaning required

repairs exceed 50 percent of the tax value of the structure. The county-assessed tax value of the structure (excluding land) was \$6,930. The estimated cost of repairs was \$130,000. The minimum housing order was issued directing demolition or removal within 90 days, with a deadline of Aug. 18, 2026; the order was posted and mailed to the property owner. An appeal was received on May 27, which paused the enforcement clock. Ms. Davis reviewed an extensive list of issues with the property, including unsafe electrical wiring, no heating facilities, no weatherproofing, sanitary facilities in non-working conditions, broken windows and a dead animal on the property. She also reviewed pictures of the property. Councilman Brown asked if any permits had been requested, and Ms. Davis said she had not seen any. Answering a question from Mayor Pro Tempore Craft, Ms. Davis said that mail was sent to the address on file with Brunswick County tax office, and that not all of them had been sent certified mail, so she did not have proof all the letters had been received. Councilman Brown asked about the role of Town Council, saying it was not to determine whether something could be fixed or whether something could be moved on to the existing pilings and then repair; rather, Council was being asked to determine if the required repairs exceed 50 percent of the tax value of the structure. Mr. Hornik said that Council's role was to affirm, or reverse, or modify the staff determination. Answering a question from Councilman Brown about the tax value for the property, Ms. Davis said it was the value that Brunswick County used, and it was publicly available on Brunswick County's website.

Bert Lea, property owner, addressed Council. He said that Hurricane Isaias moved the house, and that it took a long time for a house mover to get to it. He also said he had some health issues and that his daughter had died. He said that he finally got to the point when he could get back to the house, and now he has cleaned up the yard, cleaned out the house and boarded up the windows. He said that he had explained during the first hearing, and that he then had a contractor but made a mistake on the date for the continuance for the hearing. He said that his family had owned that property since 1962. He said that he had to put the house on pilings or it would wash away again. Answering a question from Mayor Pro Tempore Craft, Mr. Lea said he didn't know if he had received letters from the Town. Mr. Lea said that his contractor, David Wallace, had received two notices on Town letterhead that he could get permits if he paid \$ 2,500. Mayor Pro Tempore Craft asked if the debris in the yard as shown in the pictures had been cleaned up, and Mr. Lea said it had. Councilman Brown asked Mr. Lea if he had any quotes for repairs. Mr. Lea said that putting the house on pilings would be \$2,000, and then he'd have to put siding on the house and put the cabinets back up.

David Wallace, contractor, also addressed Council. Mr. Wallace said he was an experienced builder and that they just wanted to move forward. Answering a question from Mayor Pro Tempore Craft, Mr. Wallace said he believed the house could be fixed. He said he'd start with having an engineer look at it. Councilman Cartner asked Mr. Wallace if he believed that the cost for repairs would be less than half the tax value. He said he did not and that it would likely cost between \$130,000 to \$180,000 to repair.

Councilman Brown said that Council's hands were tied simply to answer if the previous evaluation, either the calculation of the estimated cost of repairs, was incorrect, to find if the final evaluation does or does not exceed 50 percent was incorrect. He said it was a hard question given all the other reasons that have been shared, but that it was dictated by state law, not our local ordinances or our personal opinions. Councilman Cartner noted that when an estimate of repairs hits a certain level, the evaluation is halted.

Mr. Lea said that Council could deny his appeal, and that the evidence didn't really matter. Mr. Hornik said he didn't understand what Mr. Lea was saying. Mr. Lea said he agreed that it would have cost more than half of \$6,900 to fix, and that it would have even when he got the permit. He said that the only difference between when he got his first permit was that windows were broken out and he hadn't replied to letters. He said that he couldn't afford to tear the house down and that he was living in a motel.

Ms. Davis asked for her presentation and agenda materials to be accepted in the record; there were no objections. Mayor Pro Tempore Craft asked about enforcement if the appeal were denied. Ms. Davis said Mr. Lea still had 60 days to demolish or remove the property. She said at that point, the Town could have it removed, send an invoice to the property owner, and then place a lien on the property if it was not paid. Ms. Davis said that the Town was not taking the property and that Mr. Lea still owned the land. Councilman Cartner asked if there had been any requests to extend the December 2021 building permit, and Ms. Davis said she did not know of any.

Mayor Brown closed the hearing at 7:37 p.m. and he reviewed the possible actions Council could take. Councilman Bynum said that it was not up to what was in their hearts; she said that it was black or white. Mr. Hornik said that modification was an option. Mayor Pro Tempore Craft asked about the term “unnecessary hardship,” and Mr. Hornik said it differed from the definition the Board of Adjust considered when hearing a variance request. Mr. Hornik said that personal hardship was not necessarily a basis for the determination of unnecessary hardship because it has it is separate and apart from the condition of the property. Mr. Hornik said that there could have been a determination less than dilapidation. He said that Council could give an extended timeline. Councilman Bynum asked if Council could ask if the property owner about his financial ability to make repairs. Mr. Hornik said he thought that would be a fair question in determining if making repairs during an extension was a realistic option. Councilman Cartner said if Council wanted to discuss a modification to the order, she’d like the hearing reopened for additional questions. Council also discussed the logistics of continuing the hearing or deferring a decision to next month. Councilman Brown cautioned against going deeper into the financial issues, not wanting a discussion of a person’s ability to pay being discussed in a public meeting. Councilman Ciullo said his concern was that the pilings were placed out five years ago, and he felt they would be in the same position six months from now.

Councilman Ciullo made a motion to approve the ordinance ordering further proceedings under the purpose of the town of Oak Island minimum housing code and General Statute 160D Article 12 as presented, and Councilman Cartner seconded the motion. Mayor Pro Tempore Craft said he wanted to ask Mr. Wallace if six months was enough time, but he was reminded that the Hearing was closed. Councilman Bynum said that she would like Council to consider a modification, and Mayor Pro Tempore Craft agreed. Councilman Cartner said that Council has held staff’s feet to the fire with code enforcement, and she said they continue to make it a priority. She said it was a sad situation, but the evidence was clear and it had gone on for six years. She also said that if this decision weren’t upheld, she didn’t want to hear anyone saying anything about minimum housing or code violations. **The motion passed 3-2 with Council members Brown, Cartner and Ciullo in favor and Mayor Pro Tempore Craft and Councilman Bynum opposed.** Mr. Hornik confirmed that a simple majority was adequate for the motion to pass. **Councilman Cartner made a motion to approve the form of the order (denying the appeal), Councilman Ciullo seconded, and the motion passed unanimously.**

V.3 Consideration of Approval for an Ordinance Ordering Further Proceedings Under The Purpose of the Town of Oak Island Minimum Housing Code and G.S. § 160d Article 12
([4308 E Oak Island Dr Photos](#))

Ms. Davis presented the minimum housing case for 4308 East Oak Island Drive. Notices of violation were first mailed in September 2020. At least 13 notices were sent with no response. Staff initiated minimum housing proceedings in early 2026. An administrative warrant was executed on April 7. A minimum housing hearing was held on April 29, which the property owners did not attend, though several neighboring property owners did. The hearing officer determined the property to be in a dilapidated condition. The tax value of the structure was \$128,940, and the estimated cost of repairs was \$94,166, exceeding 50 percent of the structure's tax value.

The order was issued directing demolition within 90 days, with a deadline of August 18, 2026. No appeal was filed, and the 90-day period had already been running since the order was issued. The property is an inherited estate with multiple heirs, including a minor child, necessitating a guardian ad litem process. Answering a question from Councilman Ciullo, Ms. Davis said that the property owners had not indicated any desire to repair the property. A request for additional time had been communicated to staff. No family representative appeared at the meeting.

Photographs submitted into the record showed the exterior almost completely obscured by overgrown vegetation with no accessible driveway, and the interior showing vines growing through kitchen cabinets, large holes in the ceiling open to the exterior, evidence of drug paraphernalia, and extensive disrepair. Evidence of trespassing and drug use was also documented. A neighboring property owner had complained of vegetation intruding onto their property. Councilman Ciullo asked what the adjacent property owners had said at the minimum housing hearing. Ms. Davis said that most of them were interested in what was happening, though one neighbor did complain about the overgrown vegetation growing on to his property. **Councilman Brown made a motion to approve the ordinance ordering the further proceedings under the purpose of the town of Oak Island Minimum Housing Code and General Statute 160D Article 12, subject to a 2-month extension. Mayor Pro Tempore Craft seconded. Councilman Brown rescinded his motion.** The order gave 90 days to demolish or remove, and that 90 days ended today. Ms. Davis said that technically, they property owners already had more than 90 days since the order was prepared after the hearing, but then Council changed made changes to the process. Answering a question from Councilman Cartner about the timing, Ms. Davis said that if Council approved the order, the Town could move forward with the demolition and place a lien on the property if the property owners do not reimburse the Town. Mr. Hornik said that the difference between this hearing and the last one was that Mr. Lea and Mr. Wallace had appealed the staff determination. He also noted that any sale of this property would not extinguish the order, as it runs with the land. Council had additional discussion about whether an extension was warranted.

Councilman Brown made a motion to approve the ordinance ordering the further proceedings under the purpose of the town of Oak Island Minimum Housing Code and General Statute 160D Article 12, Councilman Ciullo seconded, and the motion passed unanimously.

V.4 Consideration of Façade Improvement Grant Program Policy Updates ([Façade Grant Revisions.pdf](#)):

Economic Development and Community Manager Hallie Willis spoke about the proposed amendments to the façade improvement program, which provides matching reimbursement grants of up to 50 percent of eligible costs, with a maximum award of \$10,000, to encourage private investment in commercial properties. Ms. Willis also spoke about the improvements made in the commercial areas thanks to the program. Over the program's first two years, nine projects were completed totaling \$59,230 in town funding and \$124,476 in combined public and private investment. Funded projects included exterior painting, building repairs, signage, landscaping, parking and driveway improvements, and siding. Ms. Willis also reviewed the new evaluation criteria. The proposed updates include: a defined annual application window of October through November; simultaneous review of all applications rather than a rolling first-come, first-served basis; a formal evaluation criteria scoring system; a requirement that the property be in active commercial use; an arm's-length contractor quote requirement; a preference for Oak Island-based contractors; and a uniform May 1st project completion deadline to ensure closeout before the fiscal year ends and before peak season. Councilman Ciullo said that he thought this was one of the best programs put forward by Oak Island. He said that it was a carrot instead of the stick program. He said his only concern was with the low amount of points for using a local contractor. Councilman Brown said that he thought these projects encouraged owners of nearby property owners to also make improvements. Councilman Bynum noted that the primary challenge remains engaging property owners, many of whom

are not local and are disengaged, while the tenants who are interested in improvements often lack authority to act without owner consent. Ms. Willis acknowledged this is the most common barrier encountered and referenced broader property owner outreach efforts within the Town's economic development strategic plan. Mayor Pro Tempore Craft said that the evaluation criteria should include consideration for a business owner's financial need and ability. Staff acknowledged the concern but noted that evaluating financial need is administratively complex, and that the program's value lies in leveraging private investment regardless of the applicant's financial status. Mayor Pro Tempore Craft said he was also concerned about future tax increases for Oak Island and the Town was giving money away. Councilmember Ciullo said that the focus should remain on achieving the end result of improved commercial properties. Councilman Bynum said that businesses that might be perceived as having a lot of money generate revenue into the economy, and provide jobs, pay sales tax, etc. Councilman Cartner asked if there were restrictions on how often someone could apply. Councilman Brown said he thought the evaluation criteria were broad enough to address that issue if it arises.

Councilman Brown made a motion to approve the updated Façade Improvement Grant Program as presented. Councilman Ciullo seconded the motion, and it passed 4-1 with Council members Brown, Bynum, Cartner and Ciullo in favor and Mayor Pro Tempore Craft opposed.

VI. CLOSED SESSION to Consult with the Town Attorney to Preserve the Attorney/Client Privilege pursuant to N.C.G.S. 143.318-11(a)(3): This item was removed from the agenda and there was not a Closed Session.

VII. ADJOURN

Councilman Ciullo made a motion to adjourn at 8:35 p.m. Councilman Brown 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.

**TOWN COUNCIL REGULAR
MEETING
AGENDA ITEM MEMO**

SUBJECT:	Adoption of a Resolution for the North Carolina Governor's Highway Safety Program
DATE:	August 31, 2026
DEPARTMENT:	Police

Subject Summary: The Town of Oak Island has applied for a \$10,000 grant through the NC Governor's Highway safety Program, and a Resolution is required as part of the application process. The money would go toward using off-duty police officers for traffic control. A Resolution is attached for Council's consideration.

Attachments:
[Resolution](#)

Suggested Motion: I make a motion to approve the Resolution for the North Carolina Governor's Highway Safety Program as presented.

Financial Impact Statement: The grant is for \$10,000, and there are no matching funds required.

Legal Review: N/A

North Carolina Governor's Highway Safety Program LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the Town of Oak Island (herein called the "Agency")
(The Applicant Agency)
 has completed an application contract for traffic safety funding; and that the Oak Island Town Council
(The Governing Body of the Agency)
Council (herein called the "Governing Body") has thoroughly considered the problem identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE the Oak Island Town Council IN OPEN
(Governing Body)
 MEETING ASSEMBLED IN THE Town of Oak Island, NORTH CAROLINA,
 THIS 8th DAY OF September, 20 26, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Police Chief Charlie Morris is authorized to file, on behalf of the Governing
(Name and Title of Representative)
 Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of \$ 10,000 to be made to the Governing Body to assist in defraying
(Federal Dollar Request)
 the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ 0 as
(Local Cash Appropriation)
 required by the project contract; and
4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by Mayor Chris Brown
(Chairperson/Mayor)

ATTESTED BY Lisa P. Stites, MMC
(Clerk)

SEAL

DATE September 8, 2026

**TOWN COUNCIL REGULAR
MEETING
AGENDA ITEM MEMO**

SUBJECT:	Consideration of a Resolution authorizing an application to the NC Division of Water Infrastructure and the associated funding assistance agreement.
DATE:	August 31, 2026
DEPARTMENT:	Utilities Department

Subject Summary: The State Wastewater Reserve and Drinking Water Reserve Programs provide grants and loans for planning, design and construction of critical water infrastructure. The Asset Inventory and Assessment program provides funding for projects to address water storage (need for a tank), program hydrant replacement, and inventory the AC pipe replacement. Completion of an asset inventory will set the town up for future low interest loans. The AIA program is not restricted on affordability. Growing demand from seasonal populations as well as future permanent residents makes this a sound investment.

Attachments:

[Oak Island AIA Resolution_Draft.docx](#)
[2026 Funding Assistance_Oak Island.pdf](#)

Recommendation/Action Needed: Approve the resolution and funding assistance agreement.

Suggested Motion: Motion to adopt a resolution to apply to the NCDEQ Division of Water Infrastructure for an Asset Inventory and Assessment Grant or Loan and to approve the associated funding assistance agreement.

Financial Impact Statement: The funding assistance to support this grant application is based on the attached hourly professional services fee schedule with a not to exceed amount of \$15,000. Reference Appendix B in the attached agreement, most of the application assistance work will be accomplished by the Senior Funding Support Specialist and the Funding Support Specialist. The maximum anticipated grant award is \$225,000 with a matching funds requirement of 20%, so \$45,000.

Legal Review: Regulatory information is contained in NCGS 159G. The funding assistance agreement has been provided to the town's attorney.

Follow up Action Needed: Approval and signature of the completed grant application will be required prior to submission prior to September 30, 2026.

If awarded a budget ordinance amendment will be needed in Spring 2027.

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, The Town of Oak Island has need for and intends to construct, plan for, or conduct a study in projects described as Water Asset Inventory and Assessment, and

WHEREAS, The Town of Oak Island intends to request State loan and/or grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF OAK ISLAND:

That Town of Oak Island, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a state loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Town of Oak Island to make a scheduled repayment of the loan, to withhold from the Town of Oak Island any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Kent Jackson, Assistant Town Manager, the **Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Representative**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 8th day of September 2026 at Oak Island, North Carolina.

Chris Brown, Mayor

FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting Town Clerk of the Town of Oak Island does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Town of Oak Island Town Council duly held on the 8th day of September, 2026; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

Signature of Recording Officer

Title of Recording Officer



PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of _____ ("Effective Date") between the **Town of Oak Island** ("Client") and **W.K. Dickson & Co., LLC d/b/a Ardurra Group North Carolina** ("Consultant") to provide professional services to Client in support of **2026 Funding Assistance** ("Project"). Consultant's services under this Agreement are described in the Consultant's proposal provided in Appendix A to this Agreement ("Services").

- 1.01 *Basic Agreement and Period of Service:* Consultant shall perform the Services set forth in this Agreement. If agreed by the parties, Consultant shall furnish services in addition to those set forth above ("Additional Services"). Consultant shall complete its Services within the time period specified in Appendix A. If no specific time period is indicated, Consultant shall complete its Services within a reasonable period of time. If such periods of time or dates are changed, or the orderly and continuous progress of Consultant's Services is impaired, or Consultant's Services are delayed or suspended, then the time for completion of Consultant's Services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.
- 2.01 *Invoicing & Payment:* Consultant may submit its invoices monthly. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due Consultant for Services, Additional Services, and expenses within 30 days after receipt of Consultant's invoice, then Consultant may, after giving seven (7) days written notice to Client, suspend Services under this Agreement until Consultant has been paid in full all amounts due. Plans, interim or final documents, reports and attendance at meetings will not be provided unless payment is current. If Consultant is performing services for the Client under multiple agreements, payments must be kept current on all agreements for Services to continue. Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered, Consultant shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees and costs.
- 2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*
 - A. Client shall pay Consultant for Services as follows:
 1. An amount equal to the time charged to the Project by each class of Consultant's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and subconsultants' charges.
 2. Consultant's standard hourly rates are included in Appendix A and are subject to escalation in amounts commensurate with Consultant's yearly (or other frequency) labor rate increases.The total compensation for Services and reimbursable expenses is estimated to be \$15,000.
- 2.03 *Additional Services:* For Additional Services, Client shall pay Consultant either: i) a lump-sum amount agreed by the parties payable in amounts based upon Consultant's estimate of the percentage of such Additional Services completed during the billing period or upon mutually agreed milestones; or ii) an amount equal to the time charged in providing the Additional Services by each class of Consultant's employees, times standard hourly rates in Appendix A for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and subconsultants' charges.
- 3.01 *Client's Responsibilities*
 - A. Client shall provide available information to Consultant regarding the requirements for the Project. Consultant is entitled to rely upon the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client pursuant to this Agreement. When requested by Consultant, Client will arrange access to and make provisions for Consultant to enter upon public and private property as required for Consultant to perform Services under this Agreement.



- B. Client shall designate a representative authorized to act on its behalf with respect to the Project. Client, or such authorized representative, shall render decisions in a timely manner pertaining to documents submitted by Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Services.
- C. Client is alone responsible for payment to Consultant under this Agreement and such duty to pay Consultant shall not be subject to any third party agreement.
- D. If Client designates a construction manager, agent, or an individual or entity to represent Client at the Project site and coordinate the Project, Client will define and set forth the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant, but Client remains responsible for such manager, agent, individual, or other.

4.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause, by either party, upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with this Agreement through no fault of the terminating party. Failure to pay Consultant is a substantial failure to perform and a basis for termination.
 - 2. By Consultant:
 - a. upon seven (7) days written notice if Client demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or
 - b. upon seven (7) days written notice if the Consultant's Services are delayed for more than ninety (90) days for reasons beyond Consultant's control.Consultant shall have no liability to Client on account of a termination for cause by Consultant.
 - 3. By either party, for convenience, upon thirty days written notice to the other party.
- B. This Agreement will not terminate as a result of a substantial failure under Paragraph 4.01.A.1 or 4.01.A.2 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice. Notwithstanding the foregoing, Client's failure to compensate Consultant shall not be subject to this Paragraph 4.01.B.
- C. In the event of any termination under Paragraph 4.01, Client will compensate Consultant for all Services and Additional Services performed, plus reimbursement of expenses incurred through and including the effective date of termination in connection with providing the Services and Additional Services.
- D. Termination of this Agreement shall not affect any right or obligation of any party which is accrued or vested prior to such termination, and any provision of this Agreement relating to any such right or obligation shall be deemed to survive the termination of this Agreement. The indemnities, audit rights, representations, warranties, covenants, guarantees, confidentiality obligations, insurance requirements, and intellectual property rights provisions set forth herein shall survive termination or expiration of this Agreement, in addition to any other provisions which by their nature should, or by their express terms do, survive or extend beyond termination or expiration of this Agreement.

5.01 *Successors, Assigns, and Beneficiaries*

- A. Client and Consultant and their respective successors, executors, administrators, and legal representatives (and to the extent permitted by Paragraph 5.01.B the assigns of Client and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations herein.



- B. Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other; provided, however, that either party may, without consent, assign this Agreement as a result of a merger or a sale of all or substantially all of the assets or stock of that party or to a parent, subsidiary or affiliate as part of any internal reorganization.
- C. Nothing herein shall be construed to create, impose, or give rise to any duty owed by either party to any third party including any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the parties and not for the benefit of any other.

6.01 *Standards; Services; Insurance; Indemnity; Damages*

A. Standard of Care; Consultant's Performance:

1. The standard of care for all Services performed or furnished by Consultant will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services. Consultant may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards. Consultant shall not at any time supervise, direct, control, or have authority over any party's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any party, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a party to comply with laws and regulations applicable to such party's furnishing and performing of its work. Consultant neither guarantees the performance of any party nor assumes responsibility for any party's work.
2. Any opinion offered by Consultant of probable construction cost is made based on Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Consultant. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate. Consultant shall not be responsible for any decision made regarding construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Consultant or its consultants.
3. Consultant's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Consultant or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Consultant may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services. A "Constituent of Concern" means asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq. ("TSCA"); (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.



- B. Insurance: Consultant shall secure and maintain, at its own expense, Workers' Compensation insurance coverage for its employees performing the Work in accordance with statutory limits applicable to the State wherein the Work is completed. Consultant shall also procure and maintain General Liability, Automobile Liability and Professional Liability insurance at the limits and coverages specified below:
1. General Liability coverage of \$1,000,000 per occurrence, and \$2,000,000 in aggregate. General Liability coverage shall include broad-form contractual liability, personal injury, death, damage to property, and destruction of property.
 2. Automobile Liability coverage of \$1,000,000.
 3. Professional Liability coverage of \$1,000,000 per claim and \$1,000,000 in aggregate.

Certificates of insurance will be furnished to Client upon request.

- C. Indemnification: To the fullest extent permitted by law, Consultant and Client each agree to indemnify and hold harmless each other from all claims, lawsuits, or legal actions that arise out of, pertain to, or relate to damages, losses, personal injuries, death and property liability to the extent caused by the negligence or willful misconduct of the indemnifying party, its contracted parties, representatives, agents and employees. In no event shall either party indemnify the other party for the other party's own errors, omissions, negligence, willful misconduct, or fault.
- D. Limit of Liability: To the fullest extent permitted by law, Client and Consultant agree that Consultant's total liability to Client under this Agreement shall be limited to the lesser of 1) the total amount of compensation received by Consultant, or 2) the limits of applicable insurance coverages described in Paragraph 6.01.B above.
1. If the Project is in the State of Florida, then Client and Consultant agree as follows:
 - a. To the extent Services are subject to Florida Statute 725.06, Engineer's total liability shall be limited to the lesser of 1) the total amount of compensation received by Engineer under this Agreement, or 2) the limits of applicable insurance coverages described above in 6.01.B.
 - b. To the extent Engineer's services are subject to Florida Statute 558.0035, individual design professionals employed by Engineer or agents of Engineer shall not be held individually liable for any damages resulting from negligence occurring with the course of execution of Work under this Agreement, provided such damages are solely economic in nature and the damages do not extend to personal injury or property not subject to this Agreement. The Engineer shall maintain any and all professional liability insurance required under this Agreement.
 2. If the Project is in the State of California, then the Client and Consultant agree as follows:
 - a. To the extent Services are subject to California Civil Code Section 2782.8, the above indemnity shall expressly exclude duty to defend by Engineer, and Engineer's indemnification shall be limited to those damages and losses for claims or actions that arise out of, pertain to, or relate to any negligent act, error, omission, or willful misconduct of Engineer, its officers, directors, agents, or employees, that are determined to be proportionally attributable to Engineer.

- E. Consequential Damages. Client and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project.

7.01 Documents

- A. Ownership: All documents, data, and professional work product (collectively "Documents") prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such Documents. Consultant grants Client a limited license



to use the Documents on and for the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Consultant of full payment for Services and Additional Services, and subject to: 1) Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant; 2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants; 3) Client shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Consultant; and 4) such limited license to Client shall not create any rights in third parties.

- B. Electronic Transmittal: Consultant may, upon Client's request and upon Consultant's receipt of disclaimers or other agreements required by Consultant, provide or grant access to Documents to Client's agents, representatives, or third parties ("Recipients"). No warranty, either expressed or implied, is made by Consultant to Recipients regarding the accuracy or reliability of these documents. Consultant reserves the right to revise, update and improve its electronically stored documents without notice and assumes no responsibility for any damages which may arise as a result of the intended and continued use of this information by Consultant. Use of the Documents by Recipients is subject to the following limitations: 1) Recipients agree to verify the data and to ascertain its accuracy for the intended use; 2) Consultant assumes no responsibility for damages caused by the installation or use of Documents; and 3) Consultant makes no representations as to compatibility, usability, or readability of the Documents resulting from the Recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Documents.

8.01 *Resolution of Disputes; Governing Law*

- A. If the parties fail to resolve a dispute through negotiated reconciliation by senior executives of the parties, Consultant and Client agree that they shall first submit all unsettled claims, counterclaims, disputes, and other matters in question between them, arising out of or relating to this Agreement or the breach thereof (collectively "Disputes"), to mediation conducted by a mutually-agreeable mediator. Client and Consultant agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis and shall be completed within one hundred twenty (120) days. If such mediation is unsuccessful in resolving a Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.
- B. This Agreement is to be governed by the law of the state in which the Project is located. In the event of any litigation between the parties, it is agreed and stipulated that the case shall be heard and decided by the court, without a jury.

9.01 *Other Agreements*

- A. Neither party shall be held responsible for any delay or failure in performance caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of third-parties, vandalism, or other similar causes that are beyond its control. Client's failure to compensate Consultant as required in this Agreement shall not be subject to this Paragraph 9.01.A.
- B. If any provision of this Agreement is held to be void, illegal or unenforceable, then (a) it is severed and the rest of this Agreement remains in force, and (b) the parties will replace the provision with one that is in accordance with applicable law and as close as possible to the parties' original intent.



- C. All section and article headings herein are for convenience of reference only and are not part of this Agreement, and no construction or inference shall be derived therefrom. Wherever required by the context, any gender or neuter shall include the other gender or neuter, the singular shall include the plural, and the plural shall include the singular. Each defined term herein shall be used in its singular or plural form whether or not so defined.
- D. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either party hereto. Consultant's Services under this Agreement are on behalf of and solely for the benefit and exclusive use of the Client for the limited purposes of this Agreement and no person or other. The Client agrees that in the event of a dispute regarding this Agreement or the Services rendered by Consultant hereunder, the Client shall only seek recourse against Consultant and hereby expressly waives any and all right to pursue a claim against Consultant's individual officers, directors, or employees.
- E. Termination of this Agreement for any reason whatsoever shall not affect any right or obligation of any Party which is accrued or vested prior to such termination, and any provision of this Agreement relating to any such right or obligation shall be deemed to survive the termination of this Agreement. The indemnities, audit rights, representations, warranties, covenants, guarantees, confidentiality obligations, insurance requirements, and intellectual property rights provisions set forth herein shall survive termination or expiration of this Agreement, in addition to any other provisions which by their nature should, or by their express terms do, survive or extend beyond termination or expiration of this Agreement.
- F. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly and mutually executed written instrument. The parties acknowledge that each party and, if it so chooses, its counsel, have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

[signatures to this Agreement on the following page]



IN WITNESS WHEREOF, the parties voluntarily and knowingly execute and agree to bind the parties to the terms of this Agreement.

Consultant: W.K. Dickson & Co., LLC d/b/a

CLIENT: The Town of Oak Island

Ardurra Group North Carolina

Signature

Anita Robertson

Name

Group Leader

Title

Signature

Kent Jackson

Name

Assistant Town Manager

Title



APPENDIX A – GENERAL DESCRIPTION OF SERVICES / SCHEDULE

Project Description

The Town of Oak Island ("CLIENT") is pursuing funding to address asset inventory and assessment and for their water and wastewater systems that closely match NC Division of Water Infrastructure (DWI) funding program priorities.

Application Development

W.K. Dickson & Co., LLC d/b/a Ardurra Group North Carolina ("CONSULTANT") will develop one (1) application for the Fall 2026 NC DWI Fall Funding Round. Tasks to be performed include:

- Review Division funding opportunities and program priorities.
- Identify CLIENT priorities for application with high funding potential and alignment with grant and/or principal forgiveness opportunities when possible.
- Assembly of all materials necessary for applications as outlined in the DWI application and guidance documents.
- Preparation of all forms, narratives, and all required documents to support the application process including:
 - Coordinate collection of supporting information required for the application(s).
 - Draft required application resolution for the CLIENT.
 - Meet with CLIENT to discuss the scope of the application.
 - Participate in any meetings/teleconferences with DWI and CLIENT as needed.
 - Work with the CLIENT to obtain needed signatures of the application materials.
- Submit the complete application electronically prior to due date established by DWI, September 30, 2026.
- Review of preliminary State Water Infrastructure Authority (SWIA) recommendations and DWI scoring.
 - Meet with the CLIENT to discuss scoring results and provide scoring debrief.
 - Meet with CLIENT and DWI as needed to discuss any issues with scoring or funding prior to SWIA awards.

The scope of services does not include any accounting services, legal fees, engineering, environmental, surveying or other expenses that are not specifically provided above.

Time of Performance

The contract shall be effective at the time of execution and conclude February 26, 2027.

Compensation

The CLIENT shall pay the CONSULTANT for services set forth above on an hourly (time and expense) basis in accordance with the CONSULTANT's standard rate schedule, attached to the Agreement as Exhibit B, for a not-to-exceed fee amount of Fifteen Thousand dollars (\$15,000.00).



APPENDIX B – ARDURRA 2026 RATE SCHEDULE

LABOR

2026

Principal	\$304.00 /hr.
Practice Director	\$304.00 /hr.
Senior Consultant	\$273.00 /hr.
Group Leader	\$278.00 /hr.
Senior Project Manager	\$268.00 /hr.
Senior Electrical Engineer	\$273.00 /hr.
Project Manager	\$241.00 /hr.
Engineering Manager	\$241.00 /hr.
Associate Project Manager	\$226.00 /hr.
Senior Project Engineer	\$241.00 /hr.
Project Engineer	\$194.00 /hr.
Electrical Engineer	\$210.00 /hr.
Engineering Associate II	\$152.00 /hr.
Engineering Associate I	\$136.00 /hr.
Senior Project Controller	\$173.00 /hr.
Project Controller	\$157.00 /hr.
Senior Scientist	\$178.00 /hr.
Scientist	\$157.00 /hr.
Senior Planner	\$220.00 /hr.
Planner	\$163.00 /hr.
Senior Engineering Designer	\$173.00 /hr.
Engineering Designer 2	\$157.00 /hr.
Engineering Designer 1	\$126.00 /hr.
Senior GIS Analyst	\$184.00 /hr.
GIS Analyst	\$157.00 /hr.
GIS Technician	\$136.00 /hr.
Senior Construction Observer	\$163.00 /hr.
Construction Observer	\$136.00 /hr.
Senior Funding Support Specialist	\$152.00 /hr.
Funding Support Specialist	\$142.00 /hr.
Senior Project Administrator	\$136.00 /hr.
Project Administrator	\$105.00 /hr.

EXPENSES

Reproductions	Cost
Mileage	IRS Rate
Telephone, Postage	Cost
Travel (Meals/Lodging)	Cost
Subconsultants	Cost + 10%
Special CLIENT Requested Computer Software (1)	Cost + 10%

Note: The above rates are effective January 1, 2026. We reserve the right to revise to reflect inflationary increases.

**TOWN COUNCIL REGULAR
MEETING
AGENDA ITEM MEMO**

SUBJECT:	Appointment to the Parks and Recreation Advisory Board (one unexpired term ending March 2027)
DATE:	September 2, 2026
DEPARTMENT:	Administration

Subject Summary: There is one position open on the Parks and Recreation Advisory Board, with an unexpired term ending March 2027. Applicants are as follows:

- Tripp Roakes
- Deborah Sneath

Attachments:

[Tripp_Roakes.pdf](#)

Financial Impact Statement: n/a

Legal Review: n/a

TOWN OF OAK ISLAND**Deputy Town Clerk**

4601 E. Oak Island Dr.
Oak Island, NC 28465
Telephone 910-201-8111
ebaker@oakislandnc.gov

COMMITTEE APPLICATION

Board/Committee: Park and Recreation Advisory Board

Name: Tripp Roakes **email:** TrippRoakes@gmail.com

Home Address: 143 NE 18th Street Oak Island, NC 28465

(Street)

(City)

(Zip Code)

Mailing Address if different: _____

(Street)

(City)

(Zip Code)

Home Phone: 704-906-5466

Fax: _____

Cell: 704-906-5466

Business: _____

Years resident of Oak Island: 4

Do you have a family member employed by Town of Oak Island? If yes, name: No

Applicant's Employer: South Charlotte Sports, Self Employed

In accordance with the Town of Oak Island Personnel Policy, a person currently employed by the agency or department for which this application is made must resign his/her position with Oak Island upon appointment. Furthermore, the applicant should have no immediate family member employed by such agency or department.

Occupation: Owner of South Charlotte Sports and South Charlotte Sports Events

Relevant Professional Activities: 36 years in the parks, recreation, sports marketing, sports events and youth advocacy

Relevant Volunteer Activities: Founder of the Santa Slam Pickleball Marathon, Raising \$ for over 600 toys in Brunswick

Why do you wish to serve on this board/committee?

My entire adult life has been spent working in youth sports, family recreation, sports marketing, event management and family and child advocacy. In this phase of my life I believe I have the skillset and experience to be an asset to my community via this committee.

Conflict of Interest: If a board member believes he/she has a conflict or potential conflict of interest on a particular issue, that member should state this belief to the other members of his/her respective board during a public meeting. The member should state the nature of the conflict, detailing that he/she has a separate, private, or monetary interest, either direct or indirect, in the issue under consideration. The member should then excuse himself/herself from voting on the matter.

What areas of concern would you like to see addressed by this committee?

Continue to provide opportunities for the citizens of Oak Island, via a strong parks & recreation dept.. Explore unique and additional events that can bring positive outcomes

Qualifications for serving:

36 years of work experience and a college degree from East Carolina University in Commercial Recreation. Since age 18 my life has revolved around programming, participating in and marketing youth and family recreational activities. My marketing and organizational skillset can be an asset to

Qualifications: What knowledge, skills, experience or other abilities do you have to contribute?

Other Oak Island boards/committees on which you have or are serving:

Town policy limits (i) service on volunteer boards/committees to two full consecutive terms unless Council takes action otherwise and (ii) an individual from serving on more than one board/committee at a time. Applicants will automatically resign term of previously-held board/committee appointment if Council votes to place them on the new board/committee.

Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction? NO

Are you willing to provide details to Town Council in a confidential setting?

**TOWN COUNCIL REGULAR
MEETING
AGENDA ITEM MEMO**

SUBJECT: Appointments to the Business Advisory Board (one unexpired term ending September 2027 and four terms expiring September 2029, one of which must represent the Resident category)

DATE: August 31, 2026

DEPARTMENT: Administration

Subject Summary: There is one position open on the Business Advisory Board, with an unexpired term ending September 2027 and four terms expiring September 2029, one of which must represent the Resident category.

Applicants are as follows:

- Lisa Fitzgerald, Sept. 2023-Sept. 2026
- Ken Guhse, Sept. 2023-Sept. 2026
- Noah Rudolph
- Joe Yeager, Sept. 2023-Sept. 2026

Attachments:

[Lisa_Fitzgerald](#)

[Ken_Guhse](#)

[Noah_Rudolph](#)

[Joe_Yeager](#)

Financial Impact Statement: n/a

Legal Review: n/a

TOWN OF OAK ISLAND

Deputy Town Clerk

4601 E. Oak Island Dr.
Oak Island, NC 28465
Telephone 910-201-8111
ebaker@oakislandnc.gov

COMMITTEE APPLICATION



Board/Committee:

Business Advisory Board

Name:

Lisa Fitzgerald

email:

lisaFitz555@gmail.com

Home

Address:

303 NE 43rd Street

Oak Island

28465

(Street)

(City)

(Zip Code)

Mailing Address if different:

(Street)

(City)

(Zip Code)

Home Phone:

Fax:

Cell: 304-550-7142

Business:

Years resident of Oak Island:

9

Do you have a family member employed by Town of Oak Island? If yes, name:

No

Applicant's Employer:

Brunswick Electric Membership Corporation

In accordance with the Town of Oak Island Personnel Policy, a person currently employed by the agency or department for which this application is made must resign his/her position with Oak Island upon appointment. Furthermore, the applicant should have no immediate family member employed by such agency or department.

Occupation:

Finance - VP of Finance

Relevant Professional Activities:

Finance, Accounting, & Governance for BEMC

Relevant Volunteer Activities:

Dasher Hospital Foundation Board of Directors

Why do you wish to
serve on this board/
committee?

I want to be involved in improving the
community that I live in and love

Conflict of Interest: If a board member believes he/she has a conflict or potential conflict of interest on a particular issue, that member should state this belief to the other members of his/her respective board during a public meeting. The member should state the nature of the conflict, detailing that he/she has a separate, private, or monetary interest, either direct or indirect, in the issue under consideration. The member should then excuse himself/herself from voting on the matter.

What areas of concern would
you like to see addressed by
this committee?

Continued opportunities for new business
and Town support for existing business owners

Qualifications
for serving:

Finishing up my first 3 year term on the Board -
Served as Vice Chair

Qualifications: What knowledge, skills, experience or other abilities do you have to contribute?

Other Oak Island boards/
committees on which you
have or are serving:

NA

Town policy limits (i) service on volunteer boards/committees to two full consecutive terms unless Council takes action otherwise and (ii) an individual from serving on more than one board/committee at a time. Applicants will automatically resign term of previously-held board/committee appointment if Council votes to place them on the new board/committee.

Has any formal charge of professional misconduct ever
been sustained against you in any jurisdiction? No

Are you willing to provide details to Town Council in a confidential setting?

TOWN OF OAK ISLAND**Deputy Town Clerk**

4601 E. Oak Island Dr.
Oak Island, NC 28465
Telephone 910-201-8111
ebaker@oakislandnc.gov

COMMITTEE APPLICATION

Board/Committee: Business Advisory Board

Name: Ken Guhse **email:** ken@hippiechick-granola.com

Home Address: 199 16th PL E Oak Island 28465

(Street)

(City)

(Zip Code)

Mailing Address if different: _____

(Street)

(City)

(Zip Code)

Home Phone: _____ **Fax:** _____ **Cell:** 910-338-7842 **Business:** 910-250-1165

Years resident of Oak Island: 15

Do you have a family member employed by Town of Oak Island? If yes, name: no

Applicant's Employer: Hippie Chick Granola

In accordance with the Town of Oak Island Personnel Policy, a person currently employed by the agency or department for which this application is made must resign his/her position with Oak Island upon appointment. Furthermore, the applicant should have no immediate family member employed by such agency or department.

Occupation: Owner / Baker / Salesperon / Dishwasher / Marketer

Relevant Professional Activities: 35 in Industry in technical and marketing roles

Relevant Volunteer Activities: _____

Why do you wish to serve on this board/committee?

I am finishing my three year term. Currently, I am the only small retailer on the board, My business is in the center commercial district, We need this representation on the board.

Conflict of Interest: *If a board member believes he/she has a conflict or potential conflict of interest on a particular issue, that member should state this belief to the other members of his/her respective board during a public meeting. The member should state the nature of the conflict, detailing that he/she has a separate, private, or monetary interest, either direct or indirect, in the issue under consideration. The member should then excuse himself/herself from voting on the matter.*

What areas of concern would you like to see addressed by this committee?

We need to continue to define the commercial district. Make the relation between the town & business stronger, while providing resources for small businesses.

Qualifications for serving:

Previously, I had a leadership role in the corporate world. Since then I have purchased & grown my business. I bring this learning experince to the board.

Qualifications: What knowledge, skills, experience or other abilities do you have to contribute?

Other Oak Island boards/committees on which you have or are serving:

none

Town policy limits (i) service on volunteer boards/committees to two full consecuive terms unless Council takes action otherwise and (ii) an individual from serving on more than one board/committee at a time. Applicants will automatically resign term of previously-held board/committee appointment if Council votes to place them on the new board/committee.

Has any formal charge of professional misconduct ever been sustained againstyou in any jurisdiction? no

Are you willing to provide details to Town Council in a confidential setting?

TOWN OF OAK ISLAND

Deputy Town Clerk

4601 E.Oak IslandDr.
Oak Island, NC 28465
Telephone 910-201-8111
ebaker@oakislandnc.gov

COMMITTEE APPLICATION



Board/Committee: Business Advisory Board

Name: Noah Rudolph email: NoahRudolph97@gmail.com

Home

Address: 6562 Shark Tooth Trail, Wilmington NC
(Street) (City) (Zip Code)

Mailing Address if different: 4922 East Oak Island Drive, Oak Island 28465
(Street) (City) (Zip Code)

Home Phone: 336 688 9102 Fax: NA Cell: 336 688 9102 Business:

Years resident of Oak Island: Approaching my 10th year In Business Ownership in Oak Island

Do you have a family member employed by Town of Oak Island? If yes, name: No

Applicant's Employer: Self Employed - Owner BEACH BREAK BOWLS, OKI SCOOP SHOP & DONUTS

In accordance with the Town of Oak Island Personnel Policy, a person currently employed by the agency or department for which this application is made must resign his/her position with Oak Island upon appointment. Furthermore, the applicant should have no immediate family member employed by such agency or department.

Occupation: Owner/Founder of OKI Scoop Shop & Donuts (9 Years) and Beach Break Bowls (1 Year)

Relevant Professional Activities: Extensive Business background at 28, brought in \$1,000,000 + to other cities through event/concerts, own & operate multiple successful & profitable businesses on the Island

Relevant Volunteer Activities: Multiple School/Greek Positions, Donations where applicable, Church

Why do you wish to serve on this board/committee?

I'm 28 years old, I've spent the last nine years building businesses here, I am currently in the process of selling all my investments and assets elsewhere and reinvesting that capital back into Oak Island. I want to help create more jobs, more opportunity, stronger local businesses, and a better future for the people who live here year-round. I don't just want my own businesses to win. I want Oak Island to win. I will be here for decades, and I want to have a hand in helping shape smart growth that protects what makes this place special while creating real opportunity for generations to come.

Conflict of Interest: *If a board member believes he/she has a conflict or potential conflict of interest on a particular issue, that member should state this belief to the other members of his/her respective board during a public meeting. The member should state the nature of the conflict, detailing that he/she has a separate, private, or monetary interest, either direct or indirect, in the issue under consideration. The member should then excuse himself/herself from voting on the matter.*

What areas of concern would you like to see addressed by this committee?

Future growth, year-round employment opportunities, small business retention and recruitment, responsible commercial development, and creating more opportunities for young people to build careers and futures in Oak Island. I'm especially interested in how we can grow the local economy without losing the character that makes Oak Island special, while making it easier for good businesses to invest, expand, create jobs, and keep more dollars in our community year-round.

Qualifications for serving:

I founded OKI Scoop Shop & Donuts nine years ago and Beach Break Bowls one year ago, but my experience goes beyond Oak Island. At 22, I was already building and operating real businesses in Wilmington, including a nightclub, which I've since sold as part of my plan to move more of my capital back into Oak Island and keep investing in the things this community needs. I've built teams, created jobs, managed growth, taken risks, and learned firsthand what it takes to make businesses survive and succeed. I've also failed many times, gotten back up & learned from my mistakes. I'm young, I'm hungry, and I want to use everything I've learned to help build the next chapter of Oak Island.

Qualifications: *What knowledge, skills, experience or other abilities do you have to contribute?*

Other Oak Island boards/committees on which you have or are serving:

Ultimately, I would love to serve on Town Council when I'm ready, but this would be my first opportunity to serve on a board or committee and start giving back to Oak Island in a more meaningful way.

Town policy limits (i) service on volunteer boards/committees to two full consecutive terms unless Council takes action otherwise and (ii) an individual from serving on more than one board/committee at a time. Applicants will automatically resign term of previously-held board/committee appointment if Council votes to place them on the new board/committee.

Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction? - NO.

Are you willing to provide detail to Town Council in a confidential setting?

TOWN OF OAK ISLAND**Deputy Town Clerk**

4601 E. Oak Island Dr.
Oak Island, NC 28465
Telephone 910-201-8111
ebaker@oakislandnc.gov

COMMITTEE APPLICATION

Board/Committee: Business Advisory Board

Name: Joe Yeager **email:** Joe@thegrapeandale.com

Home Address: 5705 E Yacht Dr Oak Island

(Street)

(City)

(Zip Code)

Mailing Address if different: _____

(Street)

(City)

(Zip Code)

Home Phone: 6506448361

Fax: _____**Cell:** Same**Business:** _____

Years resident of Oak Island: 6

Do you have a family member employed by Town of Oak Island? If yes, name: No

Applicant's Employer: The Grape and Ale

In accordance with the Town of Oak Island Personnel Policy, a person currently employed by the agency or department for which this application is made must resign his/her position with Oak Island upon appointment. Furthermore, the applicant should have no immediate family member employed by such agency or department.

Occupation: Self Employed

Relevant Professional Activities: The Grape & Ale, Print Life Apparel

Relevant Volunteer Activities: Current member of Business Advisory Board

Why do you wish to serve on this board/committee?

Provide input to town on ways to improve conditions for small business and increase economic output and growth on Oak Island.

Conflict of Interest: *If a board member believes he/she has a conflict or potential conflict of interest on a particular issue, that member should state this belief to the other members of his/her respective board during a public meeting. The member should state the nature of the conflict, detailing that he/she has a separate, private, or monetary interest, either direct or indirect, in the issue under consideration. The member should then excuse himself/herself from voting on the matter.*

What areas of concern would you like to see addressed by this committee?

Qualifications for serving:

Small business owner

Qualifications: What knowledge, skills, experience or other abilities do you have to contribute?

Other Oak Island boards/committees on which you have or are serving:

Currently chairman of business advisory board.

Town policy limits (i) service on volunteer boards/committees to two full consecutive terms unless Council takes action otherwise and (ii) an individual from serving on more than one board/committee at a time. Applicants will automatically resign term of previously-held board/committee appointment if Council votes to place them on the new board/committee.

Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction? No

Are you willing to provide details to Town Council in a confidential setting?

**TOWN COUNCIL REGULAR
MEETING
AGENDA ITEM MEMO**

SUBJECT:	Discussion of Proposed Rezoning -- Request to Rezone PID(s) 250FG010 and 250FG011 from Commercial Recreation to the Community Business zoning district
DATE:	August 31, 2026
DEPARTMENT:	Development Services

Subject Summary: OVERVIEW

Town staff was previously directed to begin rezoning procedures for two Town owned properties including the Ocean Event Center and Pier. Staff presented the General Use Rezoning request to the Planning Board with a Staff recommendation of approval. The Planning Board recommended denial of the General Use Rezoning request at the June 30, 2026, meeting and further discussed the potential for a revised request as a Conditional Zoning district and specific uses that may be permitted within that district.

Per Section 4.8A.1, all conditional zoning requests must be accompanied by a proposed Master Development Plan (MDP) sealed by a licensed surveyor, architect, or engineer. As the request was submitted as a general use rezoning request which does not require an MDP for review, no MDP was included in the proposal and was therefore not reviewed by Staff, the Technical Review Committee or considered by the Planning Board.

Additionally, per Section 4.8A.2 "prior to the Planning Board meeting on the rezoning application, the applicant must conduct one public input meeting and file a report of the results with the UDO Administrator." Likewise, as the request was submitted as a General Use Rezoning which does not have the public input meeting requirement, no public input meeting was held.

Council may proceed to consider the General Use Rezoning request as originally presented with a recommendation of denial from the Planning Board. Or the application may be revised to a Conditional Zoning request and reheard by the Planning Board for consideration. For the latter option, a Master Development Plan that satisfies the requirements of 4.8A.1 must be submitted for technical review by Staff and consideration by the Planning Board. Additionally, the Town must hold a Public Input Meeting and compile a report to be included with the revised application.

SUBJECT PROPERTY CHARACTERISTICS

The parcel located at 705 Ocean Dr. is approximately contains a commercial pier and pier house (commercial building) with associated parking and currently contains retail and food service uses. The building is approximately 5,214 sq feet including decks and patios according to the Brunswick County tax record. A conservation easement was recorded in November of 2011 which encompasses the pier and its access and serves to preserve and maintain the use of the pier by the general public. The pier is approximately 880 feet long and 27 feet high.

The parcel located at 801 Ocean Dr. contains one commercial building currently used as an indoor event space. The building is approximately 5,840 square feet according to Brunswick County tax records.

COMMUNITY BUSINESS ZONING DISTRICT

The CB business district is established as a zone in which the use of the land is for commercial and service uses for the surrounding urban market area.

DIMENSIONAL STANDARDS

With a general use rezoning the standard setbacks of the CB zoning district as found in Section 8.1 of the UDO apply.

ALLOWABLE USES

As this is a general use rezoning, all by-right uses in the CB zoning district or those allowable by Special Use Permit as identified in the Table of Uses and Activities found in Section 6.5 of the Oak Island Unified Development Ordinance shall be permitted (a list of all uses is included as Attachment 1). There are only two residential uses permitted in the CB zoning district, Dwelling Attached to a Business and Temporary Emergency, Construction, and Repair Residences. There are also approximately ~ 67 commercial uses including commercial recreation facilities, restaurants, retail, and recreation equipment rental.

While the Table of Uses and Activities as found in Section 6.5 of the Unified Development Ordinance (UDO) does not specifically call out "event centers" like 801, we can compare it to similar uses that are listed, such as restaurants, private clubs, and special events, etc. all of which are permitted by-right in the CB zoning district.

CHARACTERISTICS OF THE SURROUNDING AREA

The subject properties are surrounded by CR zoning to the north, east, and west, and are immediately adjacent to the Atlantic Ocean to the south.

COMPREHENSIVE LAND USE COMPLIANCE

The subject properties are located within the Transitional Mixed-Use Corridors (TMUC) and Conservation and Recreation (CR) future land use categories as shown on the Future Land Use Map (FLUM) within the Town of Oak Island Comprehensive CAMA Land Use Plan Update.

The TMUC future land use category is intended to act as a buffer from existing residential uses and commercial core through the facilitation of moderate-intensity development while maintaining compatibility with adjacent residential zones. Desired uses include small scale multifamily housing, townhomes, mixed-use buildings, and neighborhood commercial uses (e.g. coffee shops, medical offices). Discourages uses include single-family dwellings and large-scale commercial uses such as big box retailers. The TMUC category is further characterized as being accessible by town streets other than East Oak Island Drive and connecting established residences to goods, services, and public water accesses. A rezoning to CB is supported by the TMUC future land use category, as the desired neighborhood commercial retail and service uses are permitted by-right within the Community Business zoning district.

The CR future land use category focuses on the preservation of Areas of Environmental Concern (AEC), wetlands, primary nursery areas, hydric soils, and flood-prone areas. Desired uses include passive recreation such as trails, boardwalks, support wildlife habitats, and those that promote educational opportunities. It is noted that new residential or non-residential structures should not be encouraged in these areas. Discourages uses include medium and large scale residential and non-residential development and development associated with large amounts of impervious surface. These areas are further characterized as having limited automobile infrastructure and new automobile infrastructure should be avoided. Unimproved pedestrian infrastructure like nature trails, and other low-impact walking and bicycle-oriented uses are encouraged. While the comp plan does not support the

construction of new commercial uses in this area, the existing commercial pier satisfies the desired use of passive recreation which promotes educational opportunities for the public.

The proposal was found to be consistent with Objective 1.2 to promote actions and development that forward the vision and character of Oak Island and Objective 6.1 to explore mixes of land uses that support an optimal revenue stream when sought after neighborhood commercial uses are promoted in identified areas of the Town and when existing mixed use recreation facilities are preserved.

REZONING PROCEDURES

4.6.3. Action by the Planning Board.

Prior to consideration by the Town Council of the proposed zoning amendment, the Planning Board shall advise and comment on whether the proposed text amendment or map amendment is consistent with any comprehensive plan. The Planning Board shall provide a written recommendation to the Town Council that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with the comprehensive plan shall not preclude consideration or approval of the proposed amendment by the Town Council. In its deliberations, the Planning Board shall provide the public an opportunity to comment on consistency with the comprehensive plan pursuant to G.S. 160D-604. The Planning Board may consider any plan adopted according to G.S. 160D-501 when making a comment on plan consistency.

PLANNING BOARD

The Planning Board recommended denial of the General Use Rezoning request at the June 30, 2026, meeting. The Planning Board discussed the potential for a revised request for a conditional zoning district and specific uses that may be permitted within that district.

Attachments:

[Application - 705 Ocean Dr.](#)

[Application - 801 Ocean Dr.](#)

[Pier Conservation Easement](#)

[Zoning District Map](#)

[SECTION 6.5 TABLE OF USES AND ACTIVITIES - 6.18.26](#)

[Aerial](#)

[Current Zoning](#)

Financial Impact Statement: N/A

Legal Review: N/A

REZONING APPLICATION

TOWN OF OAK ISLAND
Planning Department
4601 E. Oak Island Drive
Oak Island, NC 28465



Date: June 16, 2026

Fee: _____

Area proposed for rezoning/ project title: Yaupon Fishing Pier

Current Zoning: CR Commercial Recreation

Proposed Zoning: CB Community Business

Any application for an amendment to the zoning map shall be filed with the department of development services at least 45 days prior to the date on which it is to be introduced to the planning board. Each application shall be signed by the property owner or the property owner's agent and be in triplicate. (Sec. 18-335).

Process

This is a legislative decision, if there is a conflict of interest (being a financial interest) a board member may not vote but is allowed to participate in the discussion. Conditions cannot be placed on a rezoning decision. Spot zoning is determined and avoided if identified. A Plan Consistency Statement will be provided by staff and signed by the Town for every rezoning hearing at each board meeting. The application first goes to the Planning Board for recommendation and then to Council for final approval. Notification letters are required to be sent to all the adjacent property owners. A sign has to be placed no less than ten (10) or more than twenty-five (25) days before the hearing date. After the final vote, a zoning decision will be delivered (via email, personal delivery or first class mail) to the applicant.

The Planning Board and Town Council may consider the following when deciding: Impact on neighbors and neighborhood, traffic, environment, utilities, suitability of land, harmony with area, schools, economic impact, tax base increase, spot zoning created, road capacity, adequate infrastructure, community opinion, property values, consistency with the Land Use Plan, future land use map, jobs, public services, buffering requirements (if applicable), environmental impact, site limitations, and consistency with plans and prior decisions. The Board cannot consider ethnicity, income, affordable housing, owner versus renter housing, or who the owner is when deciding.

Section 1: Applicant Information

Petitioner Name: Kent Jackson

Mailing Address:
4601 E Oak Island Dr
Oak Island, NC 28465 5211

Phone: 910.933.6345

Email: kjackson@oakislandnc.gov

Section 2: Property Owner Information (if different than above)

Owner Name(s): Town of Oak Island

Mailing Address:

Phone: _____

Email: _____

Section 3: Property Information

Street Address and/or Description of Location:

Yaupon Fishing Pier

OAK ISLAND NC 28465

Parcel ID #(s): 250FG010

Total Site Acres or Square Feet: 1.79 A

Current Zoning District(s): CR

Proposed Zoning District(s): CB

Section 4: Diagram

If the proposed change would require a change in the zoning map, an accurate diagram of the property proposed for rezoning showing:

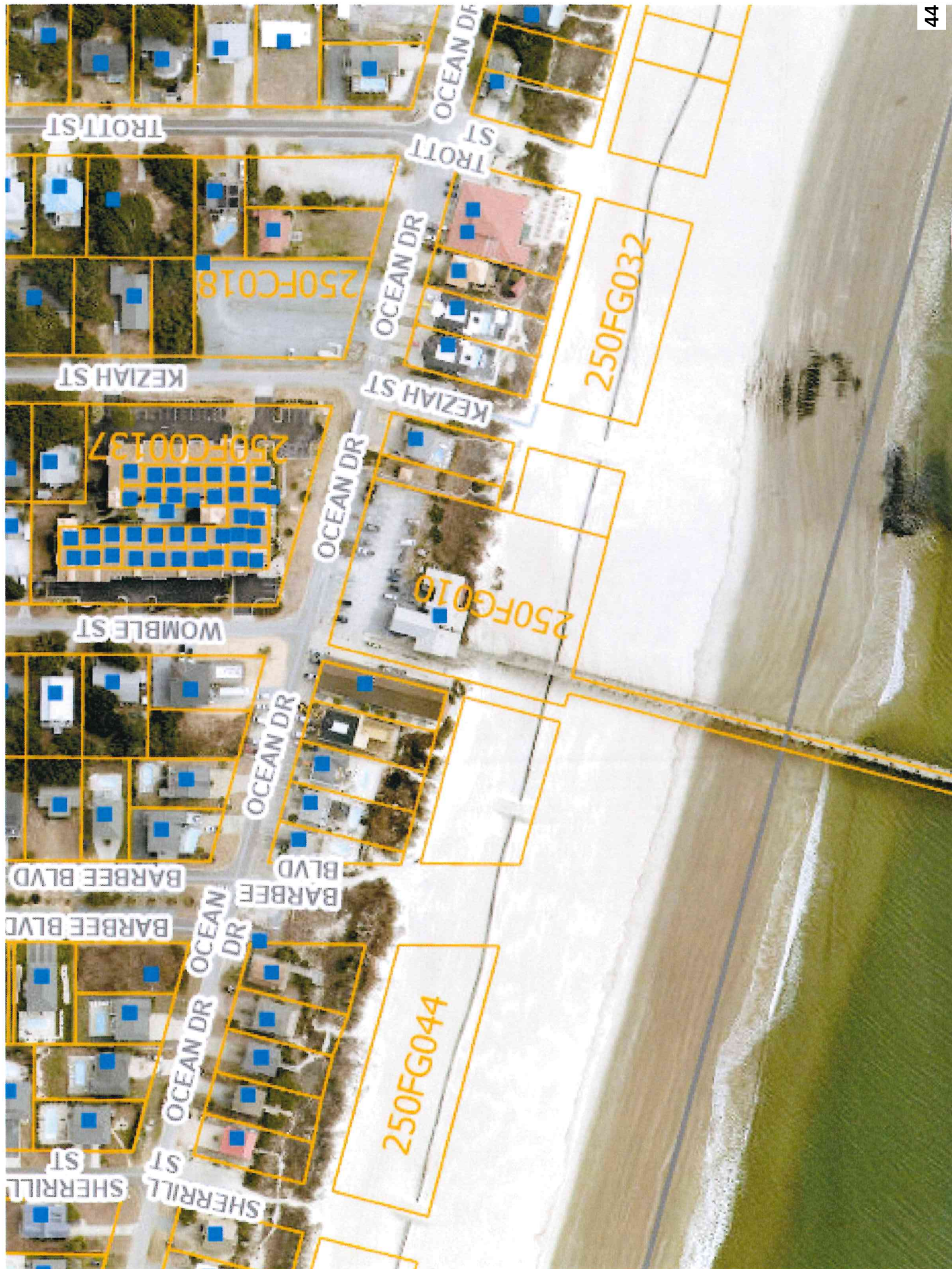
1. All property lines with dimensions and north arrow.
2. Adjoining streets with rights-of-way and paving widths.
3. The location of all existing structures on the property.
4. The existing land uses associated with the property.
5. The zoning classification of all abutting zoning districts.
6. A list of all abutting property owners.

Justification Statement:

The requested rezoning of Parcel 250FG010, commonly known as the Yaupon Fishing Pier, from Commercial Recreational (CR) to Community Business (CB) is consistent with the Town of Oak Island's Land Use Plan and reflects the evolving character and needs of the surrounding area. The subject property is in an established, highly visible oceanfront corridor that includes a mix of commercial, recreational, and tourism-related uses. The proposed CB zoning district better aligns with the existing and anticipated development pattern along this portion of Oak Island, where a broader range of commercial uses supports both residents and visitors.

Changing conditions in the area include increased demand for diversified commercial services, economic investment, and redevelopment opportunities along the beachfront. The CB district will allow greater flexibility for adaptive reuse and reinvestment in the property, supporting economic growth, job creation, and enhancement of the Town's tax base. The rezoning will not negatively impact surrounding properties, as the area already supports commercial and recreational activity, but instead will promote orderly development, encourage compatible land uses, and strengthen the overall vitality of the Yaupon Beach area.

The proposed amendment is consistent with the goals of the Land Use Plan by supporting economic development and tourism, encouraging redevelopment of key sites, enhancing commercial vitality in appropriate areas, and promoting efficient use of land and infrastructure. For these reasons, the requested rezoning is reasonable, in the public interest, and in alignment with the Town's adopted plans.



REZONING APPLICATION

TOWN OF OAK ISLAND
Planning Department
4601 E. Oak Island Drive
Oak Island, NC 28465



Date: June 16, 2026

Fee: _____

Area proposed for rezoning/ project title: 801 Event Center

Current Zoning: CR Commercial Recreation

Proposed Zoning: CB Community Business

Any application for an amendment to the zoning map shall be filed with the department of development services at least 45 days prior to the date on which it is to be introduced to the planning board. Each application shall be signed by the property owner or the property owner's agent and be in triplicate. (Sec. 18-335).

Process

This is a legislative decision, if there is a conflict of interest (being a financial interest) a board member may not vote but is allowed to participate in the discussion. Conditions cannot be placed on a rezoning decision. Spot zoning is determined and avoided if identified. A Plan Consistency Statement will be provided by staff and signed by the Town for every rezoning hearing at each board meeting. The application first goes to the Planning Board for recommendation and then to Council for final approval. Notification letters are required to be sent to all the adjacent property owners. A sign has to be placed no less than ten (10) or more than twenty-five (25) days before the hearing date. After the final vote, a zoning decision will be delivered (via email, personal delivery or first class mail) to the applicant.

The Planning Board and Town Council may consider the following when deciding: Impact on neighbors and neighborhood, traffic, environment, utilities, suitability of land, harmony with area, schools, economic impact, tax base increase, spot zoning created, road capacity, adequate infrastructure, community opinion, property values, consistency with the Land Use Plan, future land use map, jobs, public services, buffering requirements (if applicable), environmental impact, site limitations, and consistency with plans and prior decisions. The Board cannot consider ethnicity, income, affordable housing, owner versus renter housing, or who the owner is when deciding.

Section 1: Applicant Information

Petitioner Name: Kent Jackson

Mailing Address:
4601 E Oak Island Dr
Oak Island, NC 28465 5211

Phone: 910.933.6345

Email: kjackson@oakislandnc.gov

Section 2: Property Owner Information (if different than above)

Owner Name(s): Town of Oak Island

Mailing Address:

Phone: _____

Email: _____

Section 3: Property Information

Street Address and/or Description of Location:

801 OCEAN DR

OAK ISLAND NC 28465

Parcel ID #(s): 250FG011

Total Site Acres or Square Feet: 0.17 A

Current Zoning District(s): CR

Proposed Zoning District(s): CB

Section 4: Diagram

If the proposed change would require a change in the zoning map, an accurate diagram of the property proposed for rezoning showing:

1. All property lines with dimensions and north arrow.
2. Adjoining streets with rights-of-way and paving widths.
3. The location of all existing structures on the property.
4. The existing land uses associated with the property.
5. The zoning classification of all abutting zoning districts.
6. A list of all abutting property owners.

Section 5: Statement of Justification

Future Land Use Map Designation: Commercial/Mixed Use

Is the proposed zoning consistent with the Land Use Plan? (Please Circle One): Yes ☒ No ☐

Please describe the changing conditions in the area or in the town generally that makes the proposed amendment necessary to the promotion of the public health, safety and general welfare, or that identifies an obvious error in the zoning map based upon the zoning classification or current land use of surrounding properties. Also include an explanation on why the proposed zoning is or is not consistent with the Land Use Plan and other adopted plans (Attach separate sheet if necessary). **Note: The Oak Island Land Use Plan and all maps can be found online at <http://www.oakislandnc.com/General-Info.aspx>*

Each rezoning applied for will required the submission of an impact analysis statement. The Planning & Zoning Administrator may waive this requirement for certain rezoning requests such as small areas of land which will negligible impacts.

The applicant's impact analysis may use differnt methods and formats and in many cases should be prepared by a professional. The applicant should discuss the impact statement content and format with the planning staff. In general, issues such as site suitability, surrouding properties, traffic, environment, and economic considertation should be addressed.

Section 6: Applicant/Owner Signature

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

Signature: _____

Date: _____

Justification Statement:

The requested rezoning of Parcel 250FG011, commonly known as the 801 Event Center, from Commercial Recreational (CR) to Community Business (CB) is consistent with the Town of Oak Island's Land Use Plan and reflects the evolving character and needs of the surrounding area. The subject property is in an established, highly visible oceanfront corridor that includes a mix of commercial, recreational, and tourism-related uses. The proposed CB zoning district better aligns with the existing and anticipated development pattern along this portion of Oak Island, where a broader range of commercial uses supports both residents and visitors.

Changing conditions in the area include increased demand for diversified commercial services, economic investment, and redevelopment opportunities along the beachfront. The CB district will allow greater flexibility for adaptive reuse and reinvestment in the property, supporting economic growth, job creation, and enhancement of the Town's tax base. The rezoning will not negatively impact surrounding properties, as the area already supports commercial and recreational activity, but instead will promote orderly development, encourage compatible land uses, and strengthen the overall vitality of the Yaupon Beach area.

The proposed amendment is consistent with the goals of the Land Use Plan by supporting economic development and tourism, encouraging redevelopment of key sites, enhancing commercial vitality in appropriate areas, and promoting efficient use of land and infrastructure. For these reasons, the requested rezoning is reasonable, in the public interest, and in alignment with the Town's adopted plans.

Presenter Justin Humphries Ret: IS
7 Total 26 Rev _____ Int: NR
Ck \$ 26 Ck # 0372 Cash \$ _____
Refund: _____ Cash \$ _____ Finance _____
☐ Portions of document are illegible due to condition of original.
☐ Document contains seals verified by original instrument that cannot be reproduced or copied.

CONSERVATION EASEMENT

Oak Island Pier Property

Prepared by: Crossley McIntosh Collier Hanley & Edes, 1430 Commonwealth Drive Suite 202
Wilmington, NC 28403

Recording Return to: Crossley McIntosh Collier Hanley & Edes, 1430 Commonwealth Drive Suite 202
Wilmington, NC 28403

NORTH CAROLINA

Brunswick County

Tax Parcel No. 250FG010

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is made, given, granted and executed on this the 11th day of November, 2011 by and between **The Town of Oak Island**, a North Carolina Municipal Corporation with an address of c/o Town Manager at 4601 East Oak Island Drive, Oak Island, North Carolina ("Town or Grantor") and the **Oak Island Land Conservatory, Inc.**, a Non-Profit Corporation organized and existing under the laws of the State of North Carolina, with an address of 4601 East Oak Island Drive, Oak Island, North Carolina ("Grantee").

RECITALS AND CONSERVATION PURPOSES

Grantor is the sole owner in fee simple of the Property and Pier formerly known as the Yaupon Pier and since renamed the Oak Island Pier, 705 Ocean Drive, Oak Island, NC as shown at map book 2272 page 72 at the Brunswick County Register of Deeds (hereinafter the "Property").

Grantee is a Non-Profit Corporation organized and existing under the General Statutes of North Carolina.

Grantor and Grantee have agreed to dedicate the subject Pier for public use for the purpose of creating a Conservation Easement to preserve and maintain the use of Pier by the general public.

The Easement Area is described as the physical Pier itself together with the right of ingress, egress and regress over, upon and across the Property to and from the Easement Area.

Grantor and Grantee recognize that the Easement Area is located adjacent to the Atlantic Ocean.

NOW, THEREFORE, in consideration of the premises and the mutual benefits recited herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledges by the Parties, the Grantor hereby unconditionally and irrevocably gives, grants and

conveys forever and in perpetuity to the Grantee, its successors and assigns, and the Grantee hereby accepts this Conservation Easement of the nature and character and to the extent hereinafter set forth in, over, through and across the Property [Easement Area], together with the right and easement to preserve and protect the public access and use of the Pier.

The purpose of this Conservation Easement is to ensure public access to and use of the Pier.

ARTICLE I. DURATION OF EASEMENT

This Conservation Easement shall be subordinate to any and all terms and conditions of the Town's financing agreement entered into by the Town for the Town's purchase of the pier and shall also be subordinate to any and all terms and conditions related to any grants, programs or other circumstances for which the Town has applied for or otherwise participates in with respect to the ownership and operation of the Pier. Subject the foregoing; this Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, its representatives, successors, assigns, lessees, agents and licensees.

ARTICLE II. RIGHTS RESERVED TO GRANTOR

Grantor reserved certain rights accruing from the fee simple ownership of the Property, including the right to engage in or permit others to engage in the uses of the Property [Easement Area] that are not inconsistent with the purpose(s) of this Conservation Easement. All rights reserved by the Grantor, are reserved for Grantors, their representatives, successors and assigns, and are considered to be consistent with the conservation purposes of this Conservation Easement. Except for the specific restrictions and prohibitions made applicable herein [to the Property/Easement Area], Grantor shall continue to own and may use the Property in any lawful manner. Subject to Article I above, the Parties acknowledge and agree that they have no right to agree to any activity that would result in the termination of this Conservation Easement.

The Property [Easement Area] shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the following specific uses are prohibited, restricted, or reserved as indicated:

- A. Public Use and Access.** Grantor reserves the right to allow public access and use of the Property [Easement Area] for the purpose of creating open space with associated passive recreational activities as provided for herein.

Notwithstanding the foregoing, all amenities and improvements to be located on the Property [Easement Area] must comply with terms set forth herein in the Town's financing agreement entered into by the Town for the Town's purchase of the Pier and in any applicable grant agreements entered into by the Town regarding the Pier. The Grantor shall maintain the Property [Easement Area] in a clean, natural and undisturbed state, and shall comply with all applicable land use regulations, and other applicable laws and ordinances, subject to this Conservation Easement.

Furthermore, the Parties have no right to agree to any activity that would result in the termination of this Conservation Easement.

ARTICLE III. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Property [Easement Area] inconsistent with the purposes of this Conservation Easement is prohibited. The Property [Easement Area] shall be maintained in its present condition and restricted from any development or use that would impair or interfere with the conservation purposes of this Conservation Easement.

rod.brunasco.net
ARTICLE IV. ENFORCEMENT AND REMEDIES

Enforcement and Remedies. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity on or use of the Property [Easement Area] that is inconsistent with the purposes of this Conservation Easement, and to require the prompt restoration to the condition required by this Conservation Easement of such areas or features of the Property [Easement Area] that may have been damaged by such activity or use. Upon any breach of the terms of this Conservation Easement by Grantor that comes to the attention of the Grantee, the Grantee shall, except as provided below, notify the Grantor in writing of such breach. The Grantor shall have ninety (90) days after receipt of such notice to correct the conditions constituting such breach. If the breach remains uncured after ninety (90) days, the Grantee may enforce the Conservation Easement by appropriate legal proceedings including damages, injunctive and other relief. The Grantee shall also have power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Property [Easement Area] by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property [Easement Area]; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate rights, without notice, to obtain a temporary restraining order, injunction or other appropriate relief if the breach of the term of this Conservation Easement is or would irreversibly or otherwise materially impair the benefits to be derived from the Conservation Easement. The Grantor and Grantee acknowledge that under such circumstances damage to the Grantee would be irreparable and remedies at law will be inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement, including, without limitation, those set forth in the Grant Agreement under which this Conservation Easement was obtained.

Right of Entry and Inspection. Grantee, its employees and agents and its successors and assigns, have the right, with reasonable notice, to enter the Property and Easement Area at reasonable times for the purpose of inspecting the Property [Easement Area] to determine whether the Grantor, Grantor's representatives, successors or assigns are complying with the terms, conditions and restrictions of this Conservation Easement.

Termination and Proceeds of Property Rights Created. This Conservation Easement gives rise to a property right that is immediately vested in the Grantee at the time of recordation, with a fair market value that is equal to the proportionate value that the Conservation Easement bears to the value of the Property as a whole on the date of the recording of this Conservation Easement. This proportionate value shall remain constant.

1. **Eminent Domain.** Whenever all or part of the Property is taken by exercise of eminent domain by public, corporate or other authority, or by negotiated sale in lieu of condemnation, so as to abrogate the restrictions imposed by this Conservation Easement, the Grantor shall immediately give notice to the Grantee, State and the Fund, and shall take all appropriate actions as the time of such taking or sale to recover the full value of the taking and all incidental or direct damages resulting from the taking. The Grantee, its successors and assigns, shall be entitled to a portion of the proceeds of such sale, exchange, involuntary conversion of the Property, or any damage award with respect to any judicial proceeding according to Grantee's proportional interest in the value of the Property as determined under Treasury Regulation §1.170A-14(g)(6)(ii) or any successor regulation. "Proceeds of Sale" shall mean the cash value of all money and property paid, transferred or contributed in consideration for, or as otherwise required as a condition to the sale, exchange or involuntary conversion of the Conservation Area, or any damages otherwise awarded as a result of judicial proceeding, minus the Grantor's expenses from such transaction or proceeding. As allowed by NCGS §146-30(a), Grantee shall use its share of the Proceeds of Sale in a manner consistent with the conservation purposes set forth herein.

2. **Changed Conditions.** If a subsequent, unexpected change in conditions surrounding the Property makes impossible or impractical the continues use of the Property for conservation purposes, and the Conservation Easement is extinguished by judicial proceeding, the Grantee, its successors and assigns, shall be entitled a portion of the proceeds of any sale, exchange, involuntary conversion of the Property, or any damage award with respect to any judicial proceedings according to Grantee's proportional interest in the value of the Property as determined under Treasury Regulation § 1.170A-14(g)(6)(ii) or any successor regulation. "Proceeds of Sale" shall mean the cash value of all money and property paid, transferred or contributed in consideration for, or as otherwise required as a condition to the sale, exchange of involuntary conversion of the Property, or any damages otherwise awarded as a result of judicial proceeding, minus the Grantor's expenses from such transaction or proceedings. As allowed by NCGS §146-30(a), Grantee shall use its share of the Proceeds of Sale in a manner consistent with the conservation purposes set forth herein.

Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Property [Easement Area] resulting from the actions of third parties not authorized by Grantor, or from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, property damage or harm to the Property [Easement Area] resulting from such causes.

Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement, shall be borne by Grantor. Notwithstanding the foregoing, in no event shall Grantor be responsible for any costs associated with repairing the pier due to damage caused by acts or circumstances beyond the control of Grantor including, but not limited to, damage caused by winds, storms, fire, rain or acts of third parties.

No Waiver. Enforcement of this Conservation Easement shall be at the discretion of the Grantee and any forbearance by Grantee to exercise its rights hereunder in the event of any breach of any terms set forth herein shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or of any other term of this Conservation Easement or of Grantee's rights. No delay or omission by Grantee in exercise of any right or remedy shall impair such right or remedy of be construed as a waiver.

ARTICLE V. TITLE

The Grantor covenants and represents and warrants (i) that the Grantor is the sole owner and is seized of the Property and Easement Area in fee simple and has good right to grant and convey the aforesaid Conservation Easement; (ii) that there is legal access to the Property and the Easement Area, that the Property/Easement Area is free and clear of any and all encumbrances, except those permitted exceptions shown on the attached Exhibit A as well as any other Agreement the Town has entered into affecting its ability to convey this easement, the same of which are superior to this Conservation Easement; (iii) Grantor shall defend its title against the claims of all persons whomsoever; and (iv) Grantor covenants that the Grantee, its successors and assigns, shall have the right to monitor and defend the terms of the aforesaid Conservation Easement.

ARTICLE VI. MISCELLANEOUS

Stewardship of the Conservation Easement. Grantor hereby covenants and agrees that it will monitor and observe the Property [Easement Area] is perpetuity to assure compliance with the purposes and provisions of this Conservation Easement.

Subsequent Transfers of the Fee. Grantor agrees for itself, its successors and assigns, that in the event it transfers the Property, or any portion thereof [including the Easement Area described herein], to notify the Grantee in writing of the names and addresses of any Party to whom the Property is to be transferred at or prior to the time said transfer is consummated. Grantor, for itself, its successors and assigns, further agree to make specific reference to this Conservation Easement in a separate paragraph of any subsequent lease, deed, or other legal instrument by which any interest in the Property [or Easement Area] is conveyed. The Property owner shall not convey the Property of any interest therein, and shall not incur, assume, or suffer to exist any lien upon or with respect to the Property without disclosing to the prospective buyer the Conservation Easement and the obligations of the Property owner and limitation on use of the Property.

Subsequent Transfers of the Conservation Easement. The Parties hereto recognize and agree that the benefits of this Conservation Easement are in gross and, as limited herein, are assignable with any such assignee having all the rights and remedies of Grantor hereunder. The Parties hereby covenant and agree, that in the even this Conservation Easement is transferred or assigned, the transferee or assignee of the Conservation Easement will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, or any successor section, and the regulations promulgates there under (the "Code") which is organized or operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Code, and a qualified holder as the term is defined in the Act of any successor statute. The Parties further covenant and agree that the terms of the transfer or the assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes that the contribution was originally intended to advance as set forth herein. Grantee, its successors or assigns, hereby covenants and agrees that subsequent to any transfer as provided for herein, it will continue to monitor and observe the Property [Easement Area] in perpetuity for such purposes set forth in this Conservation Easement.

Existing Responsibilities of Grantor and Grantee Not Affected. Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibilities on the Grantee, or in any way to affect any existing obligation to the Grantor as owner of the Property, which includes the Property [Easement Area]. Among other things, this shall apply to:

1. **Upkeep and Maintenance.** The Grantor shall continue to be solely responsible for the upkeep and maintenance of the Property [Easement Area] to the extent it may be required by law. The Grantee shall have no obligation for the upkeep or maintenance of the Property [Easement Area].
2. **Liability and Indemnification.** If the Grantee is ever required by a court to pay damages resulting from personal injury or property damage that occurs on the Property [Easement Area], the Grantor shall indemnify and reimburse the Grantee for these payments, as well as reasonable attorneys' fees and other expenses of defending itself, unless the Grantee has committed or omitted an act that is determined to be a cause of the injury or damage

Conservation Purpose. Grantor and Grantee, for itself, its successors and assigns, agree that this Conservation Easement shall be held exclusively for conservation purposes.

Recording. Grantee shall record this instrument and any amendment hereto in timely fashion in the official records of Brunswick County, North Carolina, and may re-record it any time as may be required to preserve Grantee's rights.

Notices. All notices, requests or other communications permitted or required by this Conservation Easement shall be sent by registered or certified mail, return receipt requested, addressed to the Parties as set forth above, or to such other addresses such Party may establish in writing to the other. All such items shall be deemed given or made three (3) days after being placed in the United States mail as herein provided. In any case where the terms of this Conservation Easement require the consent of the Party, such consent shall be requested by written notice. Such consent shall be deemed denied unless, within ninety (90) days after receipt of notice, a written notice of approval has been mailed to the Party requesting consent.

Amendments. Grantor and Grantee, or their successors in interest in the Property [Easement Area], are free to jointly amend this Conservation Easement to meet changing conditions, provided that no amendment will be allowed that is inconsistent with this purposes of this Conservation Easement or affects the perpetual duration of this Conservation Easement. Such amendment(s) require the written consent of both Grantor and Grantee and shall be effective upon recording in the public records of Brunswick County, North Carolina.

Entire Agreement. The Recitals set forth above and the exhibits, if any, attached hereto are incorporated herein by reference. This instrument sets forth the entire agreement of the Parties with respect and supersedes all prior discussions, negotiations, understandings or agreements relating to this Conservation Easement.

Document Under Seal. The Parties hereto intend this document to be an instrument executed under seal. If any Party is an individual, partnership or limited liability company such Party hereby adopts the work "SEAL" following his/her signature and the name of the partnership or limited liability company as his/her/its legal seal.

Interpretation. This Conservation Easement shall be construed and interpreted under the laws of the State of North Carolina, and any ambiguities herein shall be resolved so as to give maximum effect to the conservation purposes sought to be protected herein. If any provision of this Conservation Easement is found to be invalid, the remainder of the provisions of this Conservation Easement, and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

Parties. Every provision of this Conservation Easement that applies to the Grantor or to the Grantee shall likewise apply to their respective heirs, executors, administrators, successors and assigns.

No Extinguishment through Merger. The Parties agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Property and Easement Area. Further, the Parties agree that should Grantee, or any successor in interest to the Grantee, acquire title to all or a portion of the fee interest in the Property subject to this Conservation Easement, (i) said owner shall observe and be bound by the obligations and the restrictions imposed upon the Property by this Conservation Easement, and (ii) this Conservation Easement shall not be extinguished through the doctrine of merger in whole or in part in view of the public interest in its enforcement.

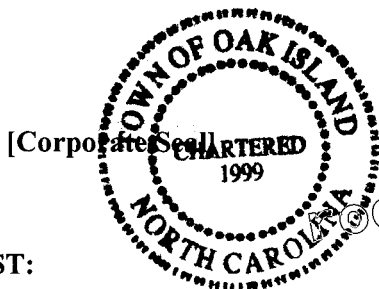
Subsequent Liens. No provisions of this Conservation Easement shall be construed as impairing the ability of Grantor to use this Property [Easement Area] for collateral or borrowing purposes and this Conservation Easement shall be subordinate to any terms and conditions related to said collateral or borrowing purposes.

Gender. The designations Grantor, Grantee, as used herein shall include the Parties, their heirs, administrators, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as the context may require.

Restrictions Considered Cumulative. The prohibitions and restrictions in this Conservation Easement shall be considered cumulative and any prohibition and restriction which is interpreted to be more specific or more restrictive than another prohibition or restriction shall not serve as a limitation on the meaning, interpretation or enforceability of the less specific or restrictive provision.

TO HAVE AND TO HOLD unto the Oak Island Land Conservatory, Inc., its successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantor, Grantor's representatives, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor and Grantee, by authority duly given, have hereunto caused these presents to be executed in such form as to be binding, the day and year first above written.



GRANTOR:

BY:

NAME:

TITLE:

[Signature]
Jana Walters
Town Manager

ATTEST:

NORTH CAROLINA

Brunswick COUNTY

I certify that the following person(s) personally appeared before me this day, and:

☒ I have personal knowledge of the identity of the principal(s);

☐ I have seen satisfactory evidence of the principal's identity, by a current state or federal identification and with the principal(s) photograph in the form or _____;

☐ A credible witness has sworn to the identity of the principal(s);

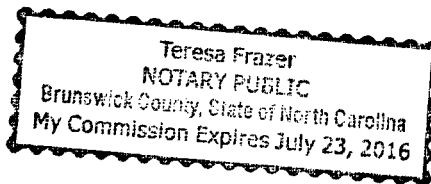
Each acknowledging to me that he/she [or is the] _____ of GRANTOR, and that by authority duly given and as the act of the corporation he/she voluntarily executed the foregoing instrument for the purposes therein expressed and in the capacity indicated: _____ (names/capacity of principles)

Witness my hand and official stamp or seal, this 22 day of November 2011.

Teresa Frazer Notary Public

Print Name: Teresa Frazer

My Commission Expires July 23, 2016



SECTION 6.5 TABLE OF USES AND ACTIVITIES.

P - Permitted Use

PS - Permitted Use with Supplemental Regulations

S - Special Use

SS - Special Use with Supplemental Regulations

— - Not Permitted

	Residential						Commercial			Conservation	Industrial				
	Primary Zoning Districts												Overlay District	Supplemental Regulations	
Uses	R-20	R-9	R-7	R-6	R-6MF	R-6MH	CB	CR	C-LD	OS	AD	ID	PCO		
ACCESSORY USES/BUILDINGS															
Accessory buildings/structures	PS	PS	PS	PS	PS	PS	PS	PS	PS	—	—	PS	—	Section 7.2	
Docks, gazebos, bulkheads, living shorelines, and piers	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	—	—	Section 7.5	
Home occupations	PS	PS	PS	PS	PS	PS	—	—	—	—	—	—	—	Section 7.7	
Retaining walls	PS	PS	PS	PS	PS	PS	PS	PS	PS	SS	PS	PS	PS	Section 7.8	
Satellite dish antennas	PS	PS	PS	PS	PS	PS	PS	PS	PS	—	SS	—	—	Section 7.9	
Solar energy generating facility, accessory	PS	PS	PS	PS	PS	PS	PS	PS	PS	—	PS	PS	—	Section 7.10	
Temporary storage facility (portable storage units)	PS	PS	PS	PS		PS	—	PS	PS	—	PS	PS	—	Section 7.12	
Walls and fences	PS	PS	PS	PS	PS	PS	PS	PS	PS	SS	PS	PS	PS	Section 7.57	
Wind energy generating facility, accessory	—	—	—	—	—	—	SS	SS	SS	—	SS	SS	—	Section 7.13	
EDUCATIONAL															
Colleges, universities, community colleges	—	—	—	—	—	—		—	SS	—	—	—	—	Section 7.64	
Libraries, public	P	P	P	P	P	P	P	—	P	—	—	—	—		
Libraries, private	PS	PS	PS	PS	PS	PS	P	—	P	—	—	—	—	Section 7.65	
Schools, K-12	S	S	S	S	S	S	—	—	PS	—	—	—	—	Section 7.66	
School, trade or vocational	—	—	—	—	—	—		—	PS	—	—	P	—	Section 7.67	
INSTITUTIONAL															
Cemetery	—	—	—	—	—	—	—	—	PS	—	—	—	—	Section 7.14	
Religious Institution	PS	PS	PS	PS	PS	PS	PS	PS	PS	—	—	—	—	Section 7.15	

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(Supp. No. 68)

Community or municipal sewage and water treatment plants	SS	SS	SS	SS	SS	SS	SS	SS	SS	—	SS	P	—	Section 7.68
Country clubs	SS	SS	—	—	—	—	—	—	—	—	—	—	—	Section 7.69
Crematorium	—	—	—	—	—	—	—	—	PS	—	—	—	—	Section 7.16
Fire stations	SS	SS	SS	SS	SS	SS	P	P	P	PS	P	P	—	Section 7.70
Government buildings/offices	SS	—	—	—	—	—	P	P	P	—	P	P	—	Section 7.97
Governmental postal processing facilities	SS	—	—	—	—	—	P	P	P	—	—	P	—	Section 7.71
Hospitals	—	—	—	—	—	—	—	—	P	—	—	—	—	
Clinics, and other medical treatment facilities	—	—	—	—	—	—	P	—	P	—	—	—	—	
Military reserve, national guard centers	—	—	—	—	—	—	—	—	—	—	P	P	—	
Non-profit clubs or lodges	—	—	—	SS	—	—	PS	PS	PS	—	—	—	—	Section 7.60
Penal & correctional facilities	—	—	—	—	—	—	—	—	—	—	—	SS	—	Section 7.72
Private clubs or lodges	—	—	—	—	—	—	PS	PS	PS	—	—	—	—	Section 7.17
Public or private utility towers, substations, pumping stations and storage tanks	SS	SS	SS	SS	SS	SS	SS	SS	SS	SS	SS	PS	—	Section 7.18
Recycling center	—	—	—	—	—	—	—	—	—	—	—	P	—	
Special events	—	—	—	—	—	—	P	P	P	P	P	—	—	
Utility company (no open-air storage)	—	—	—	—	—	—	P	—	—	—	—	P	—	
MANUFACTURING AND INDUSTRIAL														
Artisan's workshop (3,000 square feet or less)	—	—	—	—	—	—	PS	PS	PS	—	—	—	—	Section 7.19
Artisan's workshop (exceeding 3,000 square feet)	—	—	—	—	—	—	SS	—	—	—	—	PS	—	Section 7.19
Building materials sales and storage yards	—	—	—	—	—	—	—	—	P	—	—	P	—	
Cabinet and woodworking establishments	—	—	—	—	—	—	—	—	P	—	—	P	—	
Cold storage plant	—	—	—	—	—	—	—	—	—	—	—	P	—	
Industrial laundries	—	—	—	—	—	—	P	—	P	—	—	P	—	
Fertilizer sales	—	—	—	—	—	—	—	—	—	—	—	P	—	
Laboratories for research and testing	—	—	—	—	—	—	—	—	PS	—	—	PS	—	Section 7.73
Manufacturing, light	—	—	—	—	—	—	—	—	—	—	PS	—	—	Section 7.62
Manufacturing, heavy	—	—	—	—	—	—	—	—	—	—	SS	—	—	Section 7.63

Mining or quarrying operations, including on-site sales of products	—	—	—	—	—	—	—	—	—	—	—	P	—	Section 7.98
Petroleum bulk storage	—	—	—	—	—	—	—	—	—	—	—	PS	—	Section 7.20.2
Reclamation landfill	—	—	—	—	—	—	—	—	—	—	—	P	—	
Recycling processing centers	—	—	—	—	—	—	—	—	—	—	—	SS	—	Section 7.99
OFFICES, PROFESSIONAL AND SERVICES														
Contractors offices and equipment storage	—	—	—	—	—	—	SS	—	PS	—	—	PS	—	Section 7.21
Offices							P		P					
RECREATIONAL														
Automobile and motorcycle racing track	—	—	—	—	—	—	—	—	—	—	—	P	—	
Recreational campgrounds and RV parks	—	—	—	—	—	—	—	PS	PS	—	—	—	—	Section 7.23
Coliseums, stadiums designed to accommodate more than 1,000 people	—	—	—	—	—	—	—	—	PS	—	—	—	—	Section 7.74
Commercial recreation facility, indoor	—	—	—	—	—	—	PS	PS	PS	—	PS	—	—	Section 7.103
Commercial recreation facility, outdoor	—	—	—	—	—	—	SS	SS	PS	—	SS	—	—	Section 7.102
Community centers	SS	—	—	—	—	—	PS	PS	PS	—	—	—	—	Section 7.75
Golf courses	SS		—	—	—	—	—	—	—	—	—	—	—	Section 7.76
Gun range, closed air	—	—	—	—	—	—	—	—	PS	—	—	—	—	Section 7.24
Gun range, open air	—	—	—	—	—	—	—	—		—	SS	—	—	Section 7.24
Marinas/boatominium	—	—	—	—	—	—	—	PS	PS	—	—	—	—	Section 7.25
Movie theaters	—	—	—	—	—	—	P	—	P	—	—	—	—	
Public recreation facility, indoor	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	—	—	Section 7.101
Public recreation facility, outdoor	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	—	—	Section 7.100
RESIDENTIAL														
Multi-unit assisted living with services	PS	PS	PS	PS	PS	PS	—	—	—	—	—	—	—	Section 7.77
Dwelling, garage apartment (as accessory)	—	—	—	—	SS	—	—	—	—	—	—	—	—	Section 7.78
Dwelling, manufactured home Class A (on a single lot)	—	—	—	—		P	—	—	—	—	—	—	—	
Dwelling, multi-family	—	—	—	—	SS	—								Section 7.79
Dwelling, attached to a business	—	—	—	—		—	PS	PS	PS	—	—	—	—	
Dwelling, single-family (small)	P	P	P	P	P	P		P	P	—	—	—	—	
Dwelling, single-family (large)	SS	SS	SS	SS	SS	SS		SS	SS	—	—	—	—	Section 7.27
Dwelling, single-family (mainland)	P	P	P	P	P	P	—	—	P	—	—	—	—	
Dwelling, three-family apartments	—	—	—	—	P	—	—	—	—	—	—	—	—	

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(Supp. No. 68)

Dwelling, townhouse development	—	—	—	—	SS	—	—	—	SS	—	—	—	—	Section 7.81
Dwelling, two-family (duplex)			P		P		—	—	—	—	—	—	—	
Family care home	PS	PS	PS	PS	PS	PS	—	—	—	—	—	—	—	Section 7.28
Family child care home	PS	PS	PS	PS	PS	PS	—	—	—	—	—	—	—	Section 7.4.2
Family foster home	P	P	P	P	P	P	—	—	—	—	—	—	—	
Floating homes	—	—	—	—	—	—	—	SS	—	—	—	—	—	Section 7.104
Manufactured housing parks	—	—	—	—	—	—	—	—	PS	—	—	—	—	Section 7.29
Residential child-care facility	PS	PS	PS	PS	PS	PS	—	—	—	—	—	—	—	Section 7.82
Temporary emergency, construction, and repair residences	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	Section 7.30
Tiny houses	—	—	—	—	—	PS	—	—	—	—	—	—	—	Section 7.31
RETAIL SALES AND SERVICES														
Auction halls	—	—	—	—	—	—	—	—	P	—	—	—	—	
Audio/video production facilities	—	—	—	—	—	—	SS	—	P	—	—	—	—	Section 7.83
Automobile parking garages or parking lots (independent)	—	—	—	—	—	—	P	—	PS	—	—	—	—	Section 7.84
Automobile parts and accessories	—	—	—	—	—	—	—	—	P	—	—	—	—	
Automobile repair shop or body shop	—	—	—	—	—	—	—	—	P	—	—	P	—	
Automobile sales and service	—	—	—	—	—	—	—	—	PS	—	—	—	—	Section 7.32
Automobile service stations	—	—	—	—	—	—	PS	—	PS	—	—	—	—	Section 7.33
Automobile window tinting, stereo or rim installation	—	—	—	—	—	—	—	—	P	—	—	—	—	
Bars	—	—	—	—	—	—	P	—	P	—	—	—	—	
Battery charging station	—	—	—	—	—	—	SS	—	SS	—	—	—	—	Section 7.34
Battery exchange station	—	—	—	—	—	—	—	—	SS	—	—	—	—	Section 7.34
Bed & breakfast	—	—	PS	—	SS	—	—	PS	—	—	—	—	—	Section 7.35
Car wash	—	—	—	—	—	—	SS	—	PS	—	—	—	—	Section 7.86
Child care center	—	—	—	—	SS	SS	SS	—	SS	—	—	—	—	Section 7.4.1
Coffee shop, no food prepared on site	—	—	—	—	—	—	P	—	P	—	—	—	—	
Commercial greenhouse or nursery	—	—	—	—	—	—	—	—	P	—	—	—	—	
Commercial piers	—	—	—	—	—	—	—	PS	—	—	—	—	—	Section 7.36
Mixed use	—	—	—	—	—	—	SS	SS	SS	—	—	—	—	Section 7.56
Convenience stores	—	—	—	—	—	—	PS	—	PS	—	—	—	—	Section 7.38
Daycare facility, adult	—	—	—	—	—	—	SS	—	SS	—	—	—	—	Section 7.39
Distilleries	—	—	—	—	—	—	—	—	PS	—	—	PS	—	Section 7.40

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(Supp. No. 68)

Dog grooming (no outdoor kennels)	—	—	—	—	—	—	P	—	P	—	—	—	—	
Engine repair, small (including motorcycle)	—	—	—	—	—	—	—	—	P	—	—	—	—	
Exercise and physical fitness centers	—	—	—	—	—	—	P	—	P	—	—	—	—	
Exterminating and pest control services	—	—	—	—	—	—	—	—	PS	—	—	—	—	Section 7.105
Farm, craft, produce markets	—	—	—	—	—	—	SS	SS	SS	—	—	—	SS	Section 7.41
Farm machinery/equipment sales and service	—	—	—	—	—	—	—	—	P	—	—	—	—	
Flea markets	—	—	—	—	—	—	—	—	SS	—	—	—	—	Section 7.42
Florists/garden centers	—	—	—	—	—	—	P	P	P	—	—	—	S	
Food trucks	—	—	—	—	—	—	PS	PS	PS	—	PS	—	—	Section 7.43
Funeral home	—	—	—	—	—	—	—	—	P	—	—	—	—	
Furniture store	—	—	—	—	—	—	P	—	P	—	—	—	S	
Gas sales operations	—	—	—	—	—	—	PS	—	PS	—	—	—	SS	Section 7.33
Golf cart and low speed vehicles sales and rentals	—	—	—	—	—	—	PS	PS	PS	—	—	—	—	Section 7.55
Health spa	—	—	—	—	—	—	P	P	P	—	—	—	—	
Hotels and motels	—	—	—	—	—	—	SS	SS	P	—	—	—	—	Section 7.106
Kennels	—	—	—	—	—	—	PS	—	PS	—	—	—	—	Section 7.107
Laundromat	—	—	—	—	—	—	PS	PS	PS	—	—	—	—	Section 7.108
Manufactured home sales/modular home sales	—	—	—	—	—	—	—	—	P	—	—	—	—	
Microbrewery	—	—	—	—	—	—	PS	PS	PS	—	—	—	—	Section 7.40
Museums	—	—	—	—	—	—	P	—	P	—	—	—	—	
Music studio	—	—	—	—	—	—	—	—	P	—	—	—	—	
Night clubs and social clubs	—	—	—	—	—	—	SS	SS	SS	—	—	—	—	Section 7.87
Nursing home	SS	SS	SS	SS	—	—			PS	—	—	—	—	Section 7.88
Outdoor sales and displays (principal use)	—	—	—	—	—	—	SS	SS	SS	—	—	—	—	Section 7.44
Outdoor sales and displays (accessory use)	—	—	—	—	—	—	PS	PS	PS	—	—	—	—	Section 7.44
Printing, publishing, and engraving establishments	—	—	—	—	—	—	—	—	P	—	—	P	—	
Private postal shipping and receiving	—	—	—	—	—	—	P	—	P	—	—	—	—	
Publicly owned parking lots (independent)*	PS	PS	PS	PS	PS	PS	P	P		P	P	—	—	Section 7.85
Radio and TV stations/studios	—	—	—	—	—	—	—	—	P	—		—	—	
Rental of goods, merchandise, and equipment (no outside storage or display of goods)	—	—	—	—	—	—	P	—	P	—	P	—	—	

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(Supp. No. 68)

Rental of goods, merchandise, and equipment (with outside storage and display of goods)	—	—	—	—	—	—	—	—	PS	—	PS	—	—	Section 7.44
Rental of recreation equipment	—	—	—	—	—	—	P	P	P	—	P	—	—	
Retail services not otherwise listed	—	—	—	—	—	—	P	P	P	—	P	—	—	
Restaurants without drive thru services	—	—	—	—	—	—	P	P	P	—	—	—	—	
Restaurants with drive thru services	—	—	—	—	—	—	SS		PS	—	—	—	—	Section 7.90
Seafood processing, packing, and sales	—	—	—	—	—	—	—	—	PS	—	—	PS	—	Section 7.45
Sexually oriented businesses	—	—	—	—	—	—	—	—	—	—	—	PS	—	Section 7.46
Shopping center, less than 40,000 sq. ft. gross enclosed floor area	—	—	—	—	—	—	p	P	P	—	—	—	—	
Shopping center, greater than 30,000 sq. ft. gross enclosed floor area	—	—	—	—	—	—	—	—	P	—	—	—	—	
Tattoo/body piercing parlors	—	—	—	—	—	—	—	—	PS	—	—	—	—	Section 7.47
Theater housed in a permanent indoor structure	—	—	—	—	—	—	P	—	P	—	—	—	—	
Towing, automobile and truck	—	—	—	—	—	—	—	—	P	—	—	P	—	
Travel agencies	—	—	—	—	—	—	P	—	P	—	—	—	—	
Truck stop	—	—	—	—	—	—	—	—	SS	—	—	P	—	Section 7.91
Truck terminals	—	—	—	—	—	—	—	—		—	—	P	—	
Truck wash	—	—	—	—	—	—	—	—		—	—	P	—	
Upholstery—Furniture repair	—	—	—	—	—	—	—	—	P	—	—	—	—	
Vendors	—	—	—	—	—	—	PS	PS	PS	—	—	—	—	Section 7.48
Vessel (boat) for hire	—	—	—	—	—	—	P	P		—	—	—	—	
Veterinarian, animal clinic, no outside kennel	—	—	—	—	—	—	SS	—	P	—	—	—	—	Section 7.92
Veterinarian, animal clinic, outside kennel	—	—	—	—	—	—	—	—	PS	—	—	—	—	Section 7.49
Watercraft and recreational vehicle sales	—	—	—	—	—	—	PS	—	PS	—	—	—	—	Section 7.32
TRANSPORTATION														
Airports and related uses	—	—	—	—	—	—	—	—	PS	—	P	—	—	Section 7.59
Bus terminal	—	—	—	—	—	—	—	—	P	—	—	—	—	
Taxi stands	—	—	—	—	—	—	SS	—	P	—	—	—	—	
WHOLESALE SALES AND WAREHOUSING														
Agricultural product warehousing	—	—	—	—	—	—	—	—		—	—	P	—	
Self-service storage facility	—	—	—	—	—	—	—	—	P	—	—		—	

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(Supp. No. 68)

Salvage yards, junkyards, automobile graveyards	—	—	—	—	—	—	—	—	—	—	—	P	—	
Storage of goods not related to the sale or use of those goods on the same lot where they are stored	—	—	—	—	—	—	—	—	—	—	—	P	—	
Warehouses	—	—	—	—	—	—	—	—	—	—	—	P	—	
Wholesale sales	—	—	—	—	—	—	—	—	SS	—	—	P	—	Section 7.94
OTHER USES														
Agriculturally-related business	—	—	—	—	—	—	—	—	SS	—	—	—	—	Section 7.96
Community gardens	P	P	P	P	P	P	P	P	P	P				
Solar farm	—	—	—	—	—	—	—	—		—	—	PS	—	Section 7.51
Storage inside completely enclosed structure	—	—	—	—	—	—	—	—	P	—	P	P	—	
Storage outside completely enclosed structure	—	—	—	—	—	—	—	—	SS	—	SS	P	—	Section 7.96
Trash and garbage disposal facilities	—	—	—	—	—	—	—	—		—	—	P	—	
Temporary uses/sales	—	—	—	—	—	—	SS	—	SS	—	—		—	Section 7.52
Wind farm	—	—	—	—	—	—	—	—		—	—	PS	—	Section 7.53
Wireless communication facilities, 50' tall or less	SS	SS	SS	SS	SS	SS	SS	SS	SS	—	SS	SS	—	Section 7.54
Wireless communication facilities, more than 50' tall	—	—	—	—	—	—	—	—	—	—	—	PS	—	Section 7.54
Yard sales	PS	PS	PS	PS	PS	PS	—	PS	PS	—	—		—	Section 7.48

(Ord. of 10-9-2018; Amend. of 4-9-2019; Amend. of 8-11-2020(2); Amend. of 10-13-2020(2); Amend. of 1-29-2021(1); Amend. of 2-9-2021(2); Amend. of 6-8-2021(10); Amend. of 8-10-2021; Amend. of 7-12-2022(3); Amend. of 4-11-2023(2); Amend. of 9-10-2024(3); Amend. of 3-11-2025(2); Amend. of 8-12-2025(2))





**TOWN COUNCIL REGULAR
MEETING
AGENDA ITEM MEMO**

SUBJECT:	Consideration of a Request for Business License - High Tide Powersports (26-00058)
DATE:	August 31, 2026
DEPARTMENT:	Development Services

Subject Summary: PROPOSAL

Dustin Owens, applicant, is requesting approval of a business license to operate a UTV rental business within the Town of Oak Island. The business is proposed to operate seven days a week between 8 am and 5 pm. The UTVs are proposed to be stored off site and delivered directly to customers who are renting them for short-term use while on vacation.

According to the applicant, UTVs are a safer option for recreation vehicle when compared to golf carts as UTVs or "side by sides" feature reinforced caging, doors, and seats that all face forward in the direction of travel.

STATE REGULATIONS

§20-121.1. Operation of a low-speed vehicle, mini-truck, or modified utility vehicle on certain roadways., makes certain UTVs street legal on roads with a posted speed limit of 55 mph or less when modified with specific equipment (Attachment 3).

TOWN COUNCIL REVIEW

Section 10-35 of the Town of Oak Island Code of Ordinances requires business license requests which propose the operation of any motorized recreational riding device whether for use on land or water be heard before the board and issued at the discretion of Town Council.

Attachments:

[Application](#)

[Business Plan Proposal](#)

[GS_20-121.1 - UTV Statute](#)

Financial Impact Statement: N/A

Legal Review: N/A

TOWN OF OAK ISLAND BUSINESS LICENSE / CHANGE OF USE APPLICATION

Section 1: Applicant Information

Name(s): <u>Dustin Dwerns</u>	Phone: <u>(980) 241-3118</u>
Street Address (mailing): <u>124 NW 20th St</u>	City/State/Zip Code: <u>OAK Island, NC 28465</u>
Email: <u>info@Hightidepowersports.com</u>	

Section 2: Business Information

Name of Business: <u>High Tide Powersports</u>	Business Email: <u>info@Hightidepowersports.com</u>
Business Type: Circle One (1) Corporation / <u>(LLC)</u> Partnership / Sole Proprietorship / Non-Profit	Business Location: <u>124 NW 20th St, OAK Island NC 28465</u>
Zoning District:	Previous Use of Structure/Unit:
Business Phone: <u>(980) 241-3118</u>	Business Mailing Address: <u>124 NW 20th St, OAK Island, NC 28465</u>
Days/Hours of Operation: <u>0800-1700 - 7 DAYS A WEEK</u>	Business Type: Circle All Applicable <u>(Service)</u> / Retail / Office / Medical

Section 3: Business Description

Brief description of business & services/products offered

We would like to offer UTV Rentals for families that are on vacation giving a much safer option than golf carts with reinforced cages, less hazardous on roadways by moving with flow of traffic on 55 mph and below zones, and preferred by property managers due to less risk of electrical fire. Will be stored at remote location and delivered to customer.

Section 4: Licenses Issued at Direction of Town Council

If the proposed business includes any of the below, please check the corresponding box

Specialty market (formerly flea market, farmers/open air market).	☒	Any motorized recreational riding device whether for use on land or in water
Beach Bingo	☐	Public Dancehall
Carnivals and/or Amusement Rides	☐	Any business not fitting an established category of the article (UDO)
Arcades	☐	

If one of the above uses is selected, please provide supplemental materials describing the business such as the operations plan, safety protocol, equipment, staff training, pictures, etc. that may be provided to the Council in their review of the permit request. Please reference the meeting dates and deadlines calendar to determine the applicable Town Council meeting.

Applicant Signature:	<u>Dustin Dwerns</u>	Date:	<u>05/27/26</u>
Owner Signature:	<u>Rebecca Janitz</u>	Date:	<u>5/27/26</u>

High Tide Motorsports is a safer and more efficient way of transportation around Oak Island. Our services will offer UTV's (commonly known as side by sides) for rental use while tourist are on vacation. The benefits of our equipment will offer a much safer option for families because of the reinforced cage offering superior structural protection, all seats facing forward and provides closable doors. They are preferred by short-term rental property owners and host over golf carts due to golf carts posing a greater risk of electrical fires. By law they are allowed to travel on roadways 55 MPH and below, allowing traffic to flow smoothly vs creating a traffic hazard on our busy roads. Operations of the business will work remotely with storage of the equipment off of Oak Island. Customers will book through our website and upon arrival/departure we will deliver and pick up the equipment at the property. Customers will agree to the many terms and conditions of use with a few being a minimum 25 years of age to rent, no off-road use, no speeding or reckless driving, etc. With GPS tracking speed and location failure to comply with terms and conditions will result in immediate repossession of equipment and fines being issued. Insurance will include specialized coverage of Commercial General Liability at \$1,000,000, fleet insurance and also provide customers with the highly recommended option to purchase 3rd party coverage to give an extra blanket of coverage as they will be fully responsible for the equipment, themselves and any other damage or bodily harm they may cause. At checkout they will acknowledge and accept all terms and conditions. Our projected plan is to maintain an inventory of 5-10 vehicles. Thank you.

§ 20-121.1. Operation of a low-speed vehicle, mini-truck, or modified utility vehicle on certain roadways.

The operation of a low-speed vehicle, mini-truck, or modified utility vehicle is authorized with the following restrictions:

- (1) A low-speed vehicle may be operated only on streets and highways where the posted speed limit is 35 miles per hour or less. A mini-truck or modified utility vehicle may be operated only on streets and highways where the posted speed limit is 55 miles per hour or less. This subdivision does not prohibit a low-speed vehicle, mini-truck, or modified utility vehicle from crossing a road or street at an intersection where the road or street being crossed has a posted speed limit of more than 35 miles per hour.
- (2) A low-speed vehicle or mini-truck shall be equipped with headlamps, stop lamps, turn signal lamps, tail lamps, reflex reflectors, parking brakes, rearview mirrors, windshields, windshield wipers, speedometer, seat belts, and a vehicle identification number. Any such required equipment shall be maintained in proper working order.
- (2a) A modified utility vehicle shall be equipped with headlamps, stop lamps, turn signal lamps, tail lamps, reflex reflectors, parking brakes, rearview mirrors, a speedometer, seat belts, and a vehicle identification number. Any such required equipment shall be maintained in proper working order. If a modified utility vehicle does not have a vehicle identification number, upon application by the owner, the Division shall assign a vehicle identification number to the modified utility vehicle prior to registration. The operator of and all passengers on a modified utility vehicle that is not equipped with a windshield and windshield wipers shall wear a safety helmet, with a retention strap properly secured, that complies with Federal Motor Vehicle Safety Standard (FMVSS) 218.
- (3) A low-speed vehicle, mini-truck, or modified utility vehicle shall be registered and insured in accordance with G.S. 20-50 and G.S. 20-309.
- (4) Notwithstanding the provisions of any other subdivision of this section, the Department of Transportation may prohibit the operation of low-speed vehicles, mini-trucks, or modified utility vehicles on any road or highway if it determines that the prohibition is necessary in the interest of safety.
- (5) Low-speed vehicles must comply with the safety standards in 49 C.F.R. § 571.500.
- (6) Regardless of age, a mini-truck shall not qualify as an antique vehicle or historic vehicle as described in G.S. 20-79.4(b). (2001-356, s. 5; 2019-34, s. 3; 2020-40, s. 3; 2021-33, s. 2; 2024-46, s. 1(c).)