



**PROPOSED AGENDA  
OAK ISLAND TOWN COUNCIL REGULAR MEETING  
TUESDAY, APRIL 14, 2026 – 6:00 PM  
COUNCIL CHAMBERS - OAK ISLAND TOWN HALL**

---

**CALL TO ORDER - Mayor Chris Brown**

**INVOCATION AND PLEDGE OF ALLEGIANCE - Councilman Ciullo**

**PUBLIC HEARING(S) AND ACTION**

**PUBLIC HEARING I (AND ACTION):** The purpose of the Public Hearing is to receive citizens' comments on 26-00097 - Proposed Text Amendment to the Unified Development Ordinance Section(s) - 8.1.1.10.1, 7.2.2., and 7.11.1 (to revise the prescribed setbacks for swimming pools located in the rear on through-lots) (26-00097).

Section 7.2 - Accessory Structures

Section 7.11 - Swimming Pools

Section 8.1.1.10.1. - Accessory Building Placement

**PUBLIC HEARING II (AND ACTION):** The purpose of the Public Hearing is to receive citizens comments on Potential Implementation of Blue Ribbon Summit on Pedestrian and Traffic Safety Recommendations

Blue Ribbon Summit Report

**PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS**

Presentation -- 2026 OKInsight Survey Results and Key Findings - Economic Development Manager Hallie Willis

**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](mailto:lstites@oakislandnc.gov).*

**COUNCIL REPORTS (MAYOR AND COUNCIL)**

**I. CONSENT AGENDA**

- I.1 Approval of Minutes (March 17, 2026 Public Hearings & Regular Meeting, and March 19, 2026 Special Meeting)  
031726TownCouncilMinutes  
031926TownCouncilMinutes
- I.2 Approval of Amendment to the Memorandum of Understanding with The Brough Law Firm  
Amendment - The Brough Law Firm PLLC  
BroughLawFirm\_Oct2024
- I.3 Approval of Action to Set the Speed Limit at 25 for all of Holly Drive
- I.4 Consideration of a Resolution Exempting a Particular Project from Article 3d Of Chapter 143 of the North Carolina General Statutes  
Resolution Exempting SDF Work - GS 143-64.32
- I.5 Oak Island Par 3 Greens Rebuild Project - Phase 1  
Proposal 89 - 2025 Oak Island Par Three Greens  
Budget Ordinance Amendment Par 3  
Sept 2018 Par3 Holes 2-4  
Sept 2021 Par3 Holes 2-4  
April 2023 Par3 Holes 2-4  
SHV\_GolfCourse\_DeedOfGift\_2008
- I.6 Consideration of Amending Sec. 28-42 - Parking on Public Streets and Rights-of Way of the Town Code of Ordinances  
Amend\_Sec28-42\_ParkingProhibited\_4-14-26  
IMG\_3025  
IMG\_3032  
Overview1
- I.7 Approval of Amendment to GFL Contract  
GFL\_ContractAmendment\_April2026
- I.8 Consideration of Lease for Koko Cabana  
Koko-Cabana-lease\_2026

**ITEMS REMOVED FROM CONSENT AGENDA, IF ANY**

**II. ADMINISTRATIVE REPORTS: Department reports are available on the Town's website at [www.OakIslandNC.gov/DEPT](http://www.OakIslandNC.gov/DEPT)**

**III. OLD BUSINESS**

- III.1 Consideration of Adopting the Parks and Recreation Master Plan  
Recreation Master Plan Presentation\_031726

**IV. NEW BUSINESS**

- IV.1 Consideration of Approval for an Ordinance Ordering Further Proceedings Under The Purpose of the Town of Oak Island Minimum Housing Code and G.S. Â§ 160d Article 12

**V. CLOSED SESSION to Discuss Specific Personnel pursuant to N.C.G.S. 143-318.11(a)(6).**

**VI. ADJOURN**

**TOWN COUNCIL REGULAR  
MEETING  
AGENDA ITEM MEMO**

---

**SUBJECT:** PUBLIC HEARING I (AND ACTION): The purpose of the Public Hearing is to receive citizens' comments on 26-00097 - Proposed Text Amendment to the Unified Development Ordinance Section(s) - 8.1.1.10.1, 7.2.2., and 7.11.1 (to revise the prescribed setbacks for swimming pools located in the rear on through-lots) (26-00097).

**DATE:** April 9, 2026

**DEPARTMENT:** Development Services

---

**Subject Summary: BACKGROUND**

Ross Smith, applicant, has submitted a request for text amendment to Section(s) 8.1.1.10.1, 7.2.2., and 7.11.1 of the Unified Development Ordinance (UDO). Specifically, the applicant seeks to revise the prescribed setbacks for swimming pools located in the rear on through-lots.

**PROPOSED AMENDMENTS**

The proposed amendments would allow swimming pools to be constructed in the rear of a through-lot utilizing the accessory structure setback from all property lines.

The current ordinance does not allow accessory structures, whether ground-level or higher, to be constructed within the required front yard (front setback). Through-lots are unique in that the front yard setback is applied to both the front and the rear of the property since both the front and the rear have road frontage. Section 8.1.1.10.1. currently reads (accessory structures) "Shall not extend beyond the front edge of the principal building or beyond the minimum front building line..." therefore, accessory structures in the rear of a through-lot must comply with a front setback, which is more restrictive than a typical accessory structure setback, or even a rear setback for a principal structure. The more restrictive setbacks applied to through-lots lessen the amount of useable space in comparison to non-through-lot parcels.

In most residential zoning districts, the accessory structure setback is eight feet (8'), while the front setback in most zoning districts is twenty-five feet (25').

Emergency Management is agreeable to allowing ground level accessory structures such as swimming pools eight feet (8') from the property lines on through-lots.

Staff is supportive of the proposed amendment which would see increased buildable area for swimming pools to the benefit of property owners.

**COMPREHENSIVE LAND USE PLAN CONSISTENCY**

The proposed amendment is consistent with Objective 1.1 of the 2025 Comprehensive CAMA Land Use Plan to

"Strategically Update the Town's Unified Development Ordinance (UDO) to Enhance Community Health and Function when the UDO is amended to allow for increased functionality on parcels within the Town's jurisdiction.

**Attachments:**

[Section 7.2 - Accessory Structures](#)

[Section 7.11 - Swimming Pools](#)

[Section 8.1.1.10.1. - Accessory Building Placement](#)

**Suggested Motion:** Motion to approve the text amendments to section(s) 8.1.1.10.1, 7.2.2., and 7.11.1.

**Financial Impact Statement:** N/A

**Legal Review:** N/A

## **SECTION 7.2 ACCESSORY BUILDINGS/STRUCTURES.**

**7.2.2.** Accessory buildings shall not extend beyond the front edge of the principal building or beyond the minimum front building line, whichever is greater, except on flag lots, where pools may be allowed beyond the front edge of the principal building on the water side or on through lots where in-ground level swimming pools may be constructed with the prescribed setbacks of the district for accessory structures along all property lines in the rear.

## SECTION 7.11 SWIMMING POOLS

**7.11.1.** The setback for a swimming pool from any lot line shall equal the required setback for accessory structures in the district in which it is located. Swimming pools are not allowed in the required front yard area, except on through-lots where in-ground swimming pools may comply with the accessory structure setbacks of the district in the rear. Pools on ocean front lots shall meet any requirements of the Coastal Area Management Act and the North Carolina Division of Coastal Management.

**8.1.1. Dimensional Table Notes.**

**8.1.1.10. Accessory building placement.**

**8.1.1.10.1.** Shall not extend beyond the front edge of the principal building or beyond the minimum front building line, whichever is greater, except on flag lots, where pools may be allowed beyond the front edge of the principal building on the water side or on through lots where in-ground swimming pools may be constructed with the prescribed setbacks of the district for accessory structures along all property lines in the rear.

**TOWN COUNCIL REGULAR  
MEETING  
AGENDA ITEM MEMO**

---

**SUBJECT:** PUBLIC HEARING II (AND ACTION): The purpose of the Public Hearing is to receive citizens comments on Potential Implementation of Blue Ribbon Summit on Pedestrian and Traffic Safety Recommendations

**DATE:** April 9, 2026

**DEPARTMENT:** Council Member

---

**Subject Summary:**

Council called for a Public Hearing to allow for citizen comments on several recommendations from the Blue Ribbon Summit on Pedestrian and Traffic Safety. Following Council direction in August 2025, a group was directed to look into pedestrian and traffic safety issues. The group consisted of Council members, the former mayor, town manager, community representatives from each section of the island, the sheriff's department's traffic unit, and DOT representatives. The main areas for review were Oak Island Drive, Beach Drive, and Yacht Drive.

Council heard a presentation from Police Chief Morris on the group's recommendations at the February 10, 2026 Meeting and scheduled a workshop for March 19, 2026 to discuss the recommendations further. Several topics were discussed during the March 19 workshop, and Council members wanted public input before taking action.

Specifically, Council invites public comment on the following:

- Reducing the speed limit on East Oak Island Drive 35 mph to Middleton
- Limiting LSV use on portions of East Oak Island Drive
- From residents on and near Yacht – reducing the speed limit to 25 mph on East Yacht Drive to Middleton
- Reducing the speed limit on Beach Drive to 30 mph or 25 mph

During the March 19 workshop, Council stressed the need for educating visitors and citizens about any changes and for citizens to understand the larger picture of the proposed changes and any potential effects. For example, one of the Blue Ribbon Summit recommendations to consider was adding a double yellow line on Yacht Drive, which would make it clearer to drivers that they need to obey the rules of the road but would also prevent vehicles from passing LSVs or bicycles. A copy of the Blue Ribbon Summit report is attached.

Links to related meeting videos are also included here:

[February 10, 2026 Town Council Meeting](#) -- presentation of Blue Ribbon Summit recommendations  
[March 19, 2026 Special Town Council Meeting](#) -- workshop

**Attachments:**

[Blue Ribbon Summit Report](#)

**Financial Impact Statement:** There may be costs associated with some of the recommendations, and those can be addressed as individual topics arise or approvals are made.

**Legal Review:** Some of the recommendations, such as reducing the speed limit on East Oak Island Drive, reducing the speed limit on Beach Drive, and limiting LSV use on East Oak Island Drive would require approval from the NC Department of Transportation, as those two roads are state roads.

# Town Council Handout



## 2025 Blue Ribbon Summit on Pedestrian and Street Safety

# How the Committee Originated

During the town council meeting on Tuesday, August 12, 2025, town council approved a motion from Councilman Bob Ciullo to establish a committee (Blue Ribbon Summit) to identify and recommend improvements for pedestrian and traffic safety for streets on the island.

The committee was formed due to a pedestrian fatality and two traffic fatalities during the summer of 2025.

Chief Morris led the committee on all three (3) work sessions with statistical information and power point presentations.

## Summit Meeting Attendees

The following group of individuals were assembled and participated in a series of three (3) separate meetings that occurred on September 24, 2025, October 8, 2025, and October 22, 2025.

1. Bob Cuillo - Town Council
2. Liz White – Former Mayor
3. Kathryn Adams – Town Manager
4. Charlie Morris - Police Chief
5. Lee Price – Fire Chief
6. Matt Kirkland – Developmental Services Director
7. SGT Brian McMillian – Brunswick County Sheriff's Office
8. Allen Hancock – N.C. Department of Transportation
9. Mark Spicer – Resident and Advisory Board Member
10. Kevin Annas – Resident and Business Owner (Off Island / East)
11. Tom Hathaway – Resident (East)
12. Jim Shire – Resident (Yacht Drive)
13. Nancy McMurray – Resident (West)

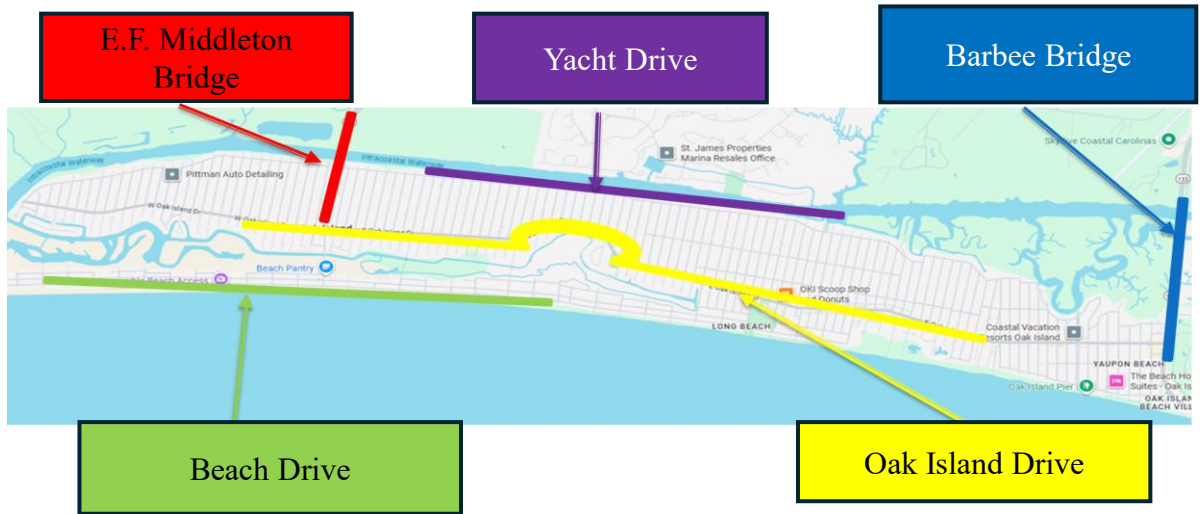
## Committee Objective:

An evaluation of the public streets to ensure the safety of our residents and visitors.

Discussion of Primary Routes/Streets:

1. Oak Island Drive
2. Yacht Drive
3. Beach Drive
4. Long Beach Road
5. Middleton Boulevard

# Primary Routes and Streets



## Initial Meeting- September 24, 2025

### Panel Discussion of Current Issues:

#### East Oak Island Drive:

- Low Speed Vehicles
- Change speed limit to 35 mph

#### Yacht Drive:

- Speeding
- Inconsiderate passing
- Improper parked cars on the roadway
- Congestion

#### Beach Drive:

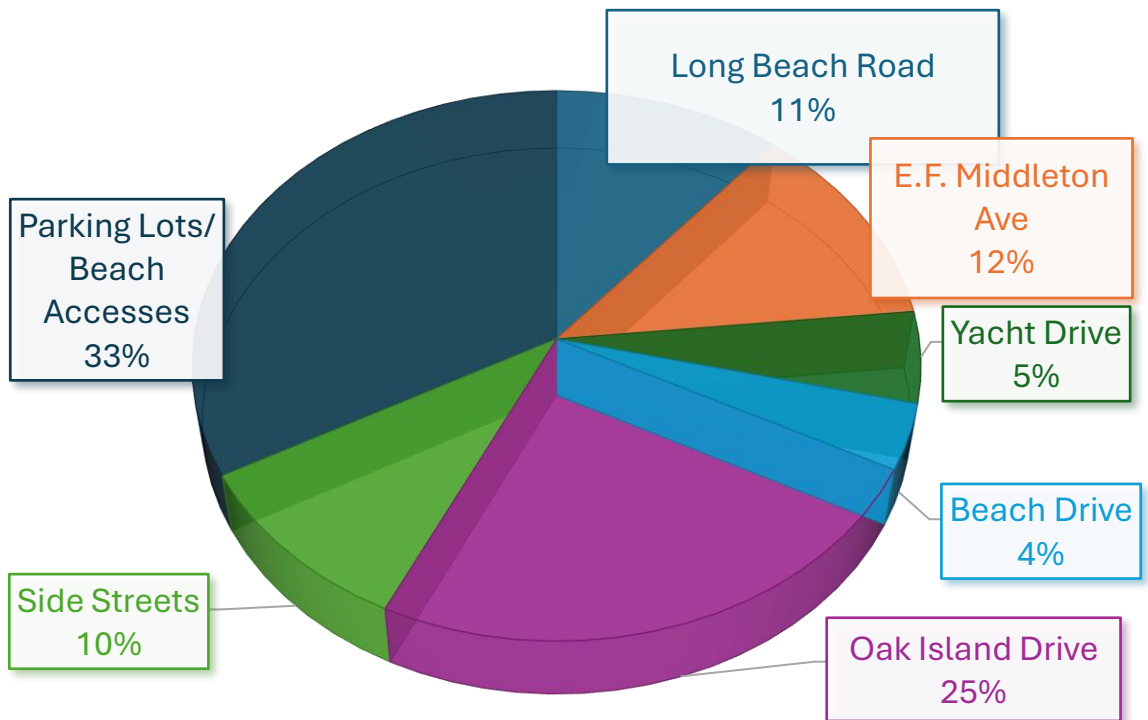
- Remove Low Speed Vehicles
- Further evaluation for additional crosswalks

## Town-Wide 6 Year Traffic Crash Breakdown

	2020	2021	2022	2023	2024	2025
Total Accidents	182	183	213	240	219	261
Parking Lot Accidents	38	52	60	74	75	86
Vehicle Related Injuries (Drivers & Passengers)	25	21	21	28	26	35
Vehicle Fatalities	0	1	4	0	0	3 (2V/1P)
Accidents with Golf Carts	6	3	5	8	13	12
Golf Cart Related Injuries	2	2	4	1	5	6
Golf Cart Fatalities	0	0	0	0	0	0 <b>13</b>

# Traffic Accident Comparison

Location	Amount of Accidents	
	2024	2025
Long Beach Road	18	29
E.F. Middleton Ave	28	32
Yacht Drive	17	14
Beach Drive	8	10
Oak Island Drive	38	64
Side Streets	35	26
Parking Lots/ Beach Accesses	75	86
<b>Total Accidents</b>	<b>219</b>	<b>261</b>



# Oak Island Drive



# 2024-2025 Town/DOT

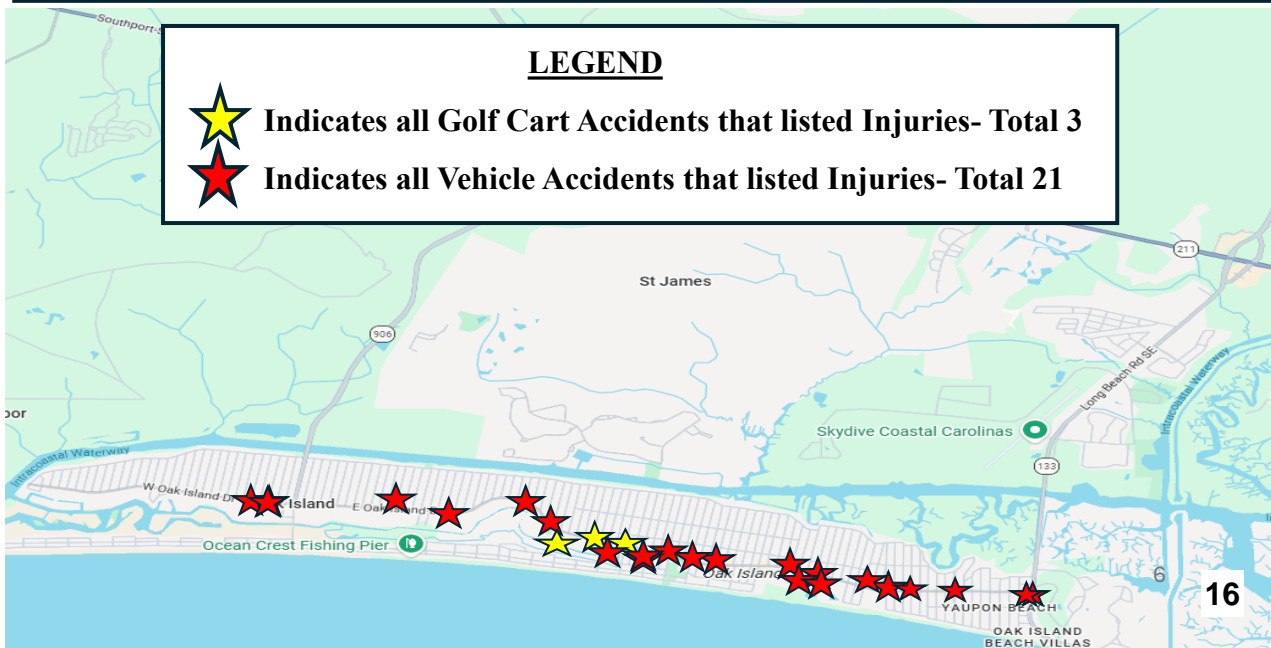
## Traffic Volume and Average Speeds of Oak Island Drive

	Speed Limit	Average Speed Traveled	# of Vehicles Traveled Daily	# of Vehicles Traveled Annually
Oak Island Drive	35 mph	35 mph	8,061	2.9 Million
	45 mph	43 mph		

## 2024-2025 Annual Crash Breakdown: Oak Island Drive

Oak Island Drive	2024	2025	Total
Total Accidents	38	64	102
Injuries (reference map below for vehicle breakdown)	7	17	24
Fatalities	0	2 (1V/1P)	2 (1V/1P)

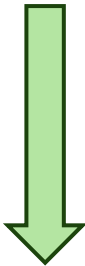
## 2024-2025 Oak Island Drive Injuries



# Committee Recommendations: Oak Island Drive

## Short-Term Suggestions

Most Impactful

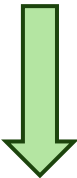


Least Impactful

1. Reduce Speed to 35 mph for all East Oak Island Drive (does not include West Oak Island Drive)
2. Remove Low Speed Vehicles from Middleton Ave to SE 32<sup>nd</sup> Street. (Commercial District remains unchanged)
3. Increase Education
4. Increase Enforcement
5. Reduce Speed to 25 mph (Business District)

## Long-Term Suggestions

Most Impactful



Least Impactful

1. Crosswalks at crossovers: 9<sup>th</sup>, 20<sup>th</sup>, 31<sup>st</sup>(Recreation Center), and 40<sup>th</sup>
2. Install stoplight at 40<sup>th</sup> Street
3. Increase Enforcement
4. Add Bike Lanes

# Yacht Drive



# 2024-2025 Town/DOT

## Traffic Volume and Average Speeds of Yacht Drive

	Speed Limit	Average Speed Traveled	# of Vehicles Traveled Daily	# of Vehicles Traveled Annually
Yacht Drive	35 mph	30.9 mph	1,349	492,000

## 2024-2025 Annual Crash Breakdown: Yacht Drive

Yacht Drive	2024	2025	Total
Total Accidents	17	14	31
Injuries (reference map below for vehicle breakdown)	4	2	6
Fatalities	0	0	0

## 2024-2025 Yacht Drive Injuries

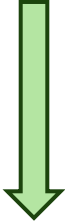


# Committee Recommendations: Yacht Drive

---

## Short-Term Suggestions

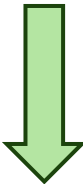
Most Impactful



Least Impactful

1. Stripe the entire street (under bridge is stripped)
2. Reduce speed limit to 25 mph
3. Add stop signs (East and West) at Veteran's Park/NE 15<sup>th</sup> Street
4. Share the road signage

Most Impactful



Least Impactful

## Long-Term Suggestions

1. Greenway: walk/bike plan

# Beach Drive



# 2024-2025 Town/DOT

## Traffic Volume and Average Speeds of Beach Drive

	Speed Limit	Average Speed Traveled	# of Vehicles Traveled Daily	# of Vehicles Traveled Annually
Beach Drive	35 mph	32.2 mph	6,004	2.2 Million

## 2024-2025 Annual Crash Breakdown: Beach Drive

Beach Drive	2024	2025	Total
Total Accidents	8	10	18
Injuries (reference map below for vehicle breakdown)	1	3	4
Fatalities	0	0	0

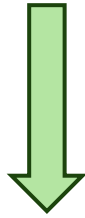
## 2024-2025 Beach Drive Injuries



# Committee Recommendations: Beach Drive

---

Most Impactful



Least Impactful

## Suggestions

1. Evaluate for additional crosswalk locations
2. Crosswalks at crossovers: 9<sup>th</sup>, 20<sup>th</sup>, 31<sup>st</sup>(Recreation Center), and 40<sup>th</sup> on Pelican and Dolphin where the crosswalks would lead right to the beach
3. Remove Low Speed Vehicles

# Other Focus Areas



# Committee Discussion Topics: Other Focus Areas

---

## Suggestions

1. Reduce speed limit to 25 mph for consistency on Holly Street.
2. Stop Signs installed at Barbee Blvd at Live Oak Drive to create a 4 Way Stop at the intersection.
3. Reduce speed limit from to 25 mph to 20 mph on Elizabeth Drive and stripe the entire road.



# Education & Low Speed Vehicles

# Low Speed Vehicle Education Timeline

- **August 2021:** The first “LSV Infocard” was produced and published
- **June 2022:** The “Respect The Road” updated LSV Infocard was published
- **April 2023:** An all-new “LSV Information” rack card was produced and published
- **April 2023:** The First Letter from the Police Chief to Golf Cart Rental companies was produced and mailed
- **April 2024 and April 2025:** A “Letter From The Chief” was produced and distributed to local rental agencies
- **July 2024 and July 2025:** A new “Slow Ride: Take It Safely campaign” was produced, including a new 2-sided rack card (with map of LSV-friendly routes)
- **August 2024:** An accompanying “Slow Ride” promotional video was produced and published on YouTube, Facebook, and OKI-TV, garnering **over 26,000 views**
- **Website**
- **Social Media Post**
- **Patrolling Officers/Enforcement/Educations**

## Low Speed Vehicle Current Education

**LOW SPEED VEHICLE (LSV) Rules & Safety Information**

- ALCOHOL / DRUGS** and open container laws apply the same as any motor vehicle.
- SEATBELTS** and child safety seats must be installed and used by ALL occupants.
- DRIVERS** must be 16 or older and possess a valid license.
- STATE LAWS** apply, LSVs must be tagged, registered, and insured.
- DRIVING** is limited to streets with a speed of 35 mph or less. **NO** driving on sidewalks, bicycle lanes, or the beach.
- LIGHTS** and license plates must be working, visible, and not blocked in any way. Yield to larger vehicles.
- PARKING** is limited to one LSV per yellow parking bumper. Town Resident or Paid Parking Permits are required (*in season*).

[www.OakIslandNC.gov/LSV](http://www.OakIslandNC.gov/LSV)

Front Side

Nearly ALL streets in Town can be used by an LSV, but to help ensure **SAFE** travel across the entire Island, remember:

- **DO NOT** drive in 45 MPH zones (marked in RED) or on ICW Bridges
- **AVOID** long drives in the 35 MPH zones of *Oak Island Dr. & Beach Dr.* (The heavier traffic on these streets can be a safety hazard for LSVs)
- **INSTEAD** use the alternate, low speed streets marked in GREEN

**POINTS OF INTEREST:**

1. E 38th Street (begin 45 MPH)
2. Middleton Park Complex • 4610 E Dolphin Dr.
3. Oak Island Pier • 705 Ocean Dr.

Back Side



# Low Speed Vehicles Pros & Cons

# Low Speed Vehicle Pros & Cons

---

## Pros

1. Reduces demand for full-size vehicle parking
2. Quieter streets
3. Lower emissions
4. Perceived as family friendly
5. Encourages slower traffic in residential areas
6. Convenient for short trips

## Cons

1. Safety- Minimal crash protection – limited visibility
2. Enforcement challenges
3. Slows traffic on roads
4. Frustrates regular motorist
5. Nighttime visibility

**TOWN COUNCIL REGULAR  
MEETING  
AGENDA ITEM MEMO**

---

**SUBJECT:** Approval of Minutes (March 17, 2026 Public Hearings & Regular Meeting, and March 19, 2026 Special Meeting)  
**DATE:** April 9, 2026  
**DEPARTMENT:** Administration

---

**Subject Summary:** Approval of the Minutes for the following meetings is recommended:

- March 17, 2026 (Public Hearings & Regular Meeting)
- March 19, 2026 (Special Meeting)

**Attachments:**

[031726TownCouncilMinutes](#)

[031926TownCouncilMinutes](#)

**Financial Impact Statement:** N/A

**Legal Review:** N/A

MINUTES  
TOWN COUNCIL REGULAR MEETING  
TUESDAY, MARCH 17, 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, Town Manager Kathryn Adams, Town Attorney Lydia Lavelle, and Town Clerk Lisa P. Stites MMC.

Mayor Chris Brown called the meeting to order at 6 p.m. Mayor Pro Tempore Craft gave the invocation and led the Pledge of Allegiance.

PUBLIC HEARING(S) AND ACTION

PUBLIC HEARING I (AND ACTION): The purpose of the Public Hearing was to receive citizens' comments on a proposal to close the alley between NE 47th and NE 49th Streets. ([RESOLUTION ORDERING CLOSING OF ALLEY](#) [AlleyMap](#) [ResolutionOfIntent\\_CloseAlley](#))

Economic Development Director Hallie Willis presented the item, explaining that the alley is no longer used in one block and has been built over with sidewalks in the other. Ms. Willis said that this was the end of the alley, so it would not affect additional traffic areas. This was part of the commercial code repair and efforts to encourage new commercial development. The alley closure would support pedestrian safety and walkability initiatives by encouraging parking behind buildings. The Town would no longer own and maintain the closed portion of the alley, but utility easements would remain. The alley would be divided equally between adjacent property owners.

Glenn Baker 100 NE 16th St., opposed the closure of the alley, arguing it sets a dangerous precedent by effectively conveying approximately \$93,000 in land value to private entities without compensation. He advocated for alternative planning tools such as shared access easements that maintain public ownership.

David Soper, 47th St., asked Council for more clarity in why the alley needs to be closed. He said that these pieces of property are easing traffic on an almost daily basis, allowing pedestrians and drivers to avoid East Oak Island Drive.

Stephanie Spencer, 3339 Marina Drive SE, Bolivia, said she was here on behalf of property owners at 101 NE 49th St., and said that they were concerned with the commercial development planned for that property. She said that putting the parking in back was a concern with pushing traffic next to the residents. She said that they are concerned with lights shining in their house and with trash cans located in the back. She said that they wanted more clarification on what would be happening.

**Councilman Ciullo made a motion to close the Public Hearing at 6:14 p.m. Councilman Cartner seconded, and the motion passed unanimously.**

**Councilman Cartner made a motion to approve closing the alley between NE 47<sup>th</sup> and NE 49<sup>th</sup> Streets. Councilman Bynum seconded the motion.** Answering a question from Councilman Cartner, Ms. Willis said that the alley to the east does allow through traffic. Councilman Bynum asked if this lot had always been zoned commercial. Mr. Kirkland confirmed that it had not been rezoned. Mayor Pro Tempore Craft asked for the rationale in giving away the alley in lieu of allowing an easement. Ms. Lavelle said the Town would retain an easement for utilities, and the Town could reserve a right for easement for sidewalks, etc. Mayor Pro Tempore Craft asked about the alley behind the medical offices, and Ms. Willis said it had been built over so it seemed reasonable to give the alley to them and collect taxes on it. Mayor Pro Tempore Craft asked about the lighting and trash cans, etc. and Ms. Willis said that any development would have to follow the Town's rules for that.

Councilman Brown said that this wasn't being done in a vacuum. He said that the Town had a goal of encouraging urban form and making this area of town more walkable. He said that this would allow building to the form and function the Council has decided is preferred on one of the few open properties in this commercial district. He said if the Town would see any immediate results of the commercial code repair effort, it would be on this lot, and that otherwise, it would be 10 or 20 years before any changes are seen. He wondered how they could persuade residents about the success of the campaign without approving this. He also said he did not view this as setting a precedent since this is where the alley ends.

Councilman Bynum supported the motion, saying this represents the first step toward the walkable community goal. She said what the Town would collect in property taxes with a business on that lot would make up for any perceived loss in value by 'giving' the alley away. She said she agreed with Councilman Brown that in order to see changes, Council had to say yes somewhere.

**The motion passed 4-1 with Council members Brown, Bynum, Cartner and Ciullo in favor and Mayor Pro Tempore Craft opposed.**

PUBLIC HEARING II (AND ACTION) The purpose of the Public Hearing was to receive citizens' comments on Proposed Text Amendment(s) to the Unified Development Ordinance - Section(s) 10.16.3., 10.19.6.1. and 10.19.6.1.2. ([SECTION 10.16.3. Transparency Incentive Reference Sec. 10.19.6.1 - Zoning District Addition Sec. 10.19.6 - Urban Form Development Standards & Incentives - Transparency](#))

Development Services Director Matt Kirkland presented the item, saying that in January, Council adopted text amendments for urban form design standards in the community business zoning district. The Planning Board recommended expanding these incentives to all commercial and civic districts on the island. The proposed amendment would add a transparency reduction incentive, allowing developers who build to preferred urban form to reduce transparency requirements from 25 percent to 15 percent on building fronts and from 15 percent to 10 percent on sides. Mr. Kirkland noted the cost difference is significant - \$8,000 for Hardie siding versus nearly \$100,000 for the same square footage in impact glass required for commercial development. The reduced transparency would be offset by other architectural features like shutters, faux windows, or light boxes, plus additional canopy trees.

**There were no citizen comments. Councilman Cartner made a motion to close the Public Hearing at 6:35 p.m., and the Hearing was closed.**

**Mayor Pro Tempore Craft made a motion to approve the text amendments to Section(s) 10.16.3., 10.19.6.1. and 10.19.6.1.2. of the Unified Development Ordinance. Councilman Ciullo seconded for the purpose of discussion.**

Mayor Pro Tempore Craft confirmed this applies only to new construction and serves both UDO goals and aesthetic purposes while providing cost benefits to new business owners.

Answering a question from Councilman Ciullo, Mr. Kirkland said that the façade regulations were adopted in 2018. Councilman Ciullo asked if they had considered separating Long Beach Road and Oak Island Drive for these types of regulations.

Councilman Cartner asked where the number of 15 percent originated. She said she didn't want to burden business owners, but there were some new buildings that weren't very attractive.

Councilman Brown noted the Planning Board's unanimous support came only after adding alternative architectural treatments. He suggested that if concerns exist, specific direction should be provided rather than

just asking for additional review. He also asked staff if they could get figures for the economic impact of not making any changes.

Councilman Bynum emphasized that building owners may need wall space rather than transparent windows, and cautioned against handcuffing developers with inflexible mathematical formulas.

**Mayor Pro Tempore Craft rescinded his motion and made a motion to send this back to the Planning Board for clarification. Councilman Ciullo asked to add the stipulation to not consider such a drastic reduction, and to bifurcate East Oak Island Drive and Long Beach Road. Ms. Stites clarified that was accepted as an amendment to the motion. Mayor Pro Tempore Craft said that most of the Town’s commercial development would be on N.C. 211. Councilman Cartner seconded the motion, and it passed unanimously.**

PUBLIC HEARING III (AND ACTION): The purpose of the Public Hearing was to receive citizens' comments on Proposed Text Amendment to the Unified Development Ordinance - Section 10.19.6. (Sec. 10.19.6 - Off-Street Parking Requirements We Require WAY Too Much Parking - Article Death by Parking - Article Citywide parking reform - Article )

Mr. Kirkland presented the item, saying that minimum parking requirements are largely arbitrary, limit commercial area usage, and deter small investors due to high costs. The proposal would remove minimum requirements for most commercial uses including retail, restaurants, and recreation, allowing business owners to determine appropriate parking needs. This wouldn't preclude parking installation or remove ADA requirements. Mr. Kirkland noted that historic downtowns were built before parking minimums existed in the 1950s-60s. He cited support from the National Parking Association and American Planning Association, noting that 3,000-plus jurisdictions nationwide have eliminated some parking minimums, including 43 in North Carolina.

Glenn Baker, 110 NE 16th St., opposed total repeal without a public infrastructure plan, arguing demand doesn't vanish but gets displaced to residential streets. He advocated for calibrated reductions and tying repeal to a comprehensive municipal parking strategy to protect residential neighborhoods.

**Councilman Cartner made a motion to close the Public Hearing at 7:02 p.m. Councilman Ciullo seconded, and the motion passed unanimously.**

**Councilman Brown made a motion to adopt staff’s recommendation with the amendment to include adult and sexually oriented businesses to also have no parking minimum. Councilman Bynum seconded.**

Councilman Brown said that parking minimums assume government can determine perfect parking needs, which is extremely subjective. He noted current grocery store lots are never full while thriving businesses have parking spilling into neighborhoods, demonstrating the current system doesn't work. He emphasized this removes mandates while maintaining business incentives to provide adequate parking.

Councilwoman Cartner expressed concern about going from “100 to 0 with one chop of the hatchet” without understanding implications. She criticized the lack of creativity and thorough consideration, suggesting Council look at other municipalities’ experiences.

Councilman Ciullo agreed with concerns about potential down-zoning implications and residential parking overflow. He advocated for a "scalpel rather than chainsaw" approach and wanted street-by-street analysis of right-of-way parking impacts.

Councilman Bynum noted this impacts a potential development in the commercial zone and questioned whether concerns focus on commercial fallout or residential overflow. She supported eliminating minimums

for commercial districts but also immediately addressing residential area impacts. Councilman Bynum also said that she did not think that it was the Town's business to tell her, as a business owner, how many parking spaces she needed. She said that if she didn't have enough parking, she would have customers who were willing to get there another way or she would fail.

Mayor Pro Tempore Craft referenced Thomas Jefferson, saying that the government that governs least governs best. He also said he wanted to be business-welcoming but he worried about residential impacts and the inability to reverse the decision due to down-zoning restrictions. He also said that what the Town was trying to accomplish was creating a walkable commercial area.

Answering a question from Councilman Cartner, Mr. Kirkland said he had prepared a proposed alternate for the text amendments, and that was distributed to Council.

Councilman Brown said that the proposal was like taking a chainsaw to the ordinance, but that was the point of it. He said he would not be in favor of sending it back to the Planning Board or discussing several iterations of incremental changes. He said that if some of them were not willing to remove minimums in any capacity, then Council should vote on that tonight, because delaying that wouldn't change anyone's mind.

Councilman Cartner said that she is not opposed to the concept. She said her fear was that Council would make a decision and realize it was the wrong one, and then what would be the ability to walk it back. Councilman Cartner suggested making this a workshop item, though she would understand if others were ready to vote on this tonight.

Mayor Pro Tempore Craft said that every time they talk about long-range plans, they always talk about parking lots on Oak Island Drive.

Councilman Ciullo also suggested discussing this at a workshop and that he would like to see parking layouts for the side streets. He said he wanted to avoid unintended consequences, such as driveways getting blocked by right-of-way parking.

**The motion passed 3-2, with Mayor Pro Tempore Craft and Council members Brown and Bynum in favor and Council members Cartner and Ciullo opposed.**

#### PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS

Presentation from the Environmental Advisory Committee and Proclamation for Arbor Day  
([ArborDayProclamation](#))

Lee Maxwell, Vice Chairman of the Environmental Advisory Committee, presented the committee's 2025 activities and 2026 initiatives. The EAC meets the first Thursday of each month at 8:30 a.m. with one vacant position currently available. In 2025, they revised their mission statement, achieved Tree City designation for the 28th year (now 29th year), conducted cleanups, held rain garden classes, and participated in tree plantings and educational programs. For 2026, they plan to collaborate with UNCW Coastwise on living shoreline projects, continue Arbor Day celebrations, participate in community events, revive the smart yard program, conduct rain barrel classes, continue library presentations, and develop a coastal butterfly garden.

Margaret Johnson from the EAC mentioned the Arbor Day proclamation recognizing March 20, 2026, as Arbor Day, with activities planned at Bill Smith Park from 3-5 p.m.

Mayor Chris Brown read the Proclamation recognizing Oak Island as Tree City USA and encouraging citizens to support tree protection efforts and consider planting rain gardens with native plants.

### Presentation -- Economic Development Strategic Plan

Samantha Darlington from the Main Street Emerald Planning Center presented the comprehensive 5-year Economic Development Strategic Plan. The plan resulted from extensive community engagement including stakeholder interviews, public forums, focus groups, and surveys with a work group of community members. The vision positions Oak Island as "a premier coastal destination offering year-round recreation, a vibrant food scene, and a variety of events for residents and visitors alike, with an economy anchored by locally owned businesses across several legacy commercial corridors."

The plan includes four main strategies:

- Strategy 1: Oak Island nurtures a thriving business environment - focusing on strengthening the business ecosystem through connection and mentorship opportunities, and shifting from passively business-friendly to proactively serving as a business partner through improved transparency and communication.
- Strategy 2: Revitalization of legacy business corridors - activating commercial corridors through festivals and events, improving physical character through streetscape enhancements and design standards, and addressing transportation, walkability, and parking through comprehensive solutions.
- Strategy 3: Developing off-island gateway districts - facilitating development readiness through infrastructure coordination, creating welcoming identity and branding, and targeting commercial recruitment for economic diversification.
- Strategy 4: Strengthen communication, recruitment, and awareness - improving communication with residents and businesses, marketing to support year-round economy, and streamlining business recruitment processes.

Ms. Darlington provided examples of successful implementations in China Grove and Roseboro, emphasizing this plan is a living document requiring collaborative implementation among public, private, and nonprofit partners. She requested Council review and potential adoption, noting adoption doesn't obligate completing every project but indicates support for the plan's direction. Councilman Ciullo recommended keeping the steering committee together for consistency in implementation.

Council took a brief recess from 8:26 p.m. to 8:36 p.m.

### Presentation -- Parks & Recreation Master Plan

Dr. James Herstine gave a presentation on the Parks & Recreation Master Plan. He said this was a planning document, not a financial commitment, designed to assist with needs assessment for budget processes and grant applications. The needs assessment included meetings with advisory board and staff, three public forums, individual interviews, focus groups, and an online survey with 851 statistically valid responses (9.3% response rate). Key findings showed 92 percent of respondents were full-time or part-time residents paying property taxes, with 32 percent living in town at least 10 years. Top desired facilities included crosswalks for pedestrians, public restrooms, bike lanes, sidewalks, hiking trails, indoor swimming pool, greenways, indoor recreation facility, and open spaces. Citizens rated the department highly with 89 percent giving average, good, or excellent ratings.

Recommendations included five areas:

- Land acquisition - for bike movement system, indoor recreation center, pedestrian movement system, neighborhood park on west end, and community park on mainland.
- Facility development - adopt bicycle plan and recreation center study, develop pedestrian plan, ensure ADA compliance, install appropriate signage, replace rolling trash receptacles with permanent systems, install WiFi, and assess street ends for water access development.
- Programs - add biking/walking programs, gardening, pickleball clinics, cooking classes, birding, line dance, fitness programs, and tennis clinics.

- Policy considerations - maintain combined parks and recreation department structure, adopt concurrent studies, establish regional task force, expand partnerships, and implement playground safety inspections.
- Personnel - add park maintenance specialist, building maintenance specialist, education director, rentals coordinator, splash pad supervisors, administrative assistant, and a Par 3 superintendent.

The plan's core citizen desires focus on safe bicycle and pedestrian infrastructure, comprehensive indoor recreation center with swimming pool, additional public restrooms with ADA compliance, and universal design compliance for all programs and facilities.

#### ADJUSTMENT/APPROVAL OF THE AGENDA

Ms. Stites noted that the “Approval of Little Davis Canal Dredge Feasibility Study” would be pending final legal review. Councilman Cartner asked to remove that item from the Consent Agenda. **Councilman Cartner made a motion to approve the agenda as amended. Councilman Brown seconded, and the motion passed unanimously.**

#### PUBLIC COMMENT - GENERAL TOPICS & AGENDA ITEMS

Andy Spradley, 114 SE 6th St., spoke on behalf of the Oak Island Beach Preservation Society. He spoke about the group’s annual scholarship program offering two \$2,000 scholarships to Brunswick County high school seniors studying science or education with ocean/coastal emphasis. Applications are due May 1st with recipients announced May 22nd. He also promoted the April 11th auction fundraiser at 801 Ocean Center, with tickets available at Grape and Ale.

Scott Stephenson, 103 NW 1st St., spoke about a town government's three core responsibilities: police, fire, and public works, with everything else being "nice to have." He advocated for maintaining Little Davis Canal and Davis Canal as part of the Town's infrastructure responsibility, noting their impact on storm water flow, flooding, and wildlife habitat. He criticized any "us versus them" mentality regarding property location.

Michael Raby, 108 SW 26th St., also spoke about the Little Davis Canal. He said he lived on that property for 46 years and has seen many changes. He emphasized careful dredging since the canal was man-made to only 14 feet deep, and excessive depth could damage existing bulkheads. He requested community input in the assessment process.

Don Whitehead, 3903 E. Oak Island Drive, thanked the Blue Ribbon Summit and the work the group did. Mr. Whitehead said he agreed with the recommendation to lower the speed limit to 35 for the length of the road, but questioned allowing golf carts on Oak Island Drive on one side of 32nd Street and not the other. He said that seemed arbitrary.

Glenn Baker, 110 NE 16th St., spoke in opposition to the Little Davis Canal dredging study. He said he could see a tax increase on the horizon to help a few waterfront property owners. He also spoke against dredging in that area in general.

#### COUNCIL REPORTS (MAYOR AND COUNCIL)

Mayor Pro Tempore Bill Craft reported attending the Coastwise kick-off, Citizens Academy graduation, and economic development strategic plan meetings. He also requested staff review removing flood ordinance sections dealing with air conditioning below elevated structures.

Mayor Chris Brown attended the county mayors meeting, which focused on DEQ changes regarding sewer availability, the local mayors meeting on traffic issues, and coastal mayors planning meetings. He completed School of Government training, which included the ethics course, and attended the NC League of

Municipality’s Town and State dinner in Wilmington. He also spoke about the formation of a coastal mayors group to address unique coastal community needs.

Councilman Ciullo said he would pass due to the length of the meeting.

Councilman Bynum briefly mentioned serving as “chief nutrition coordinator” for the Southeastern Christian varsity basketball team's state championship run, which finished just four points short.

Councilman Brown discussed the American Flood Coalition partnership opportunity for federal and state funding advocacy. He expressed concern about shelling and digging activities potentially damaging the beach nourishment investment, requesting agenda discussion about enforcement and signage adequacy. He congratulated Parks and Recreation for winning Brunswick Marketplace awards for splash pad and pickleball facilities.

Councilwoman Cartner yielded her time.

## I. CONSENT AGENDA

- I.1 Approval of Minutes (January 20, 2026; January 29, 2026; and February 10, 2026) ([012026TownCouncilMinutes](#) [012926TownCouncilMinutes](#) [021026TownCouncilMinutes](#))
- I.2 Approval of Resolution Adopting the Southeastern North Carolina Regional Hazard Mitigation Plan ([SENC Adoption Resolution](#))
- I.3 Approval of Little Davis Canal Dredge Feasibility Study: This item was removed from the Consent Agenda.
- I.4 Consideration of the Coastal Storm Damage Mitigation fund Grant Contract ([CSDM\\_GrantContract](#))
- I.5 Approval of Budget Ordinance Amendment -- Dune Planting ([Budget Ordinance Amendment Dune Planting CSDM Grant](#) )
- I.6 Approval of Amendments to Sec. 28-45 Towing Ordinances ([Sec 28-45 \(towing\)](#))

**Councilman Ciullo made a motion to approve the agenda as amended. Councilman Bynum seconded, and the motion passed unanimously.**

## ITEMS REMOVED FROM CONSENT AGENDA, IF ANY

- I.3 Approval of Little Davis Canal Dredge Feasibility Study ([Little\\_Davis\\_Canal\\_Dredging FS Proposal-WSP 01-30-2026\\_with\\_revised\\_cost.pdf](#) )

Councilman Cartner said that in the spirit of full transparency, she does not own property on the Little Davis Canal but she keeps a boat there. Council Bynum said she also keeps a boat there, and that transparency in small matters builds trust. Ms. Lavelle assured both that there was not a conflict of interest in voting on this item. **Councilman Cartner made a motion to approve Engineering Services Agreement with WSP and authorize Town Manager to execute same. Councilman Ciullo seconded the motion and it passed unanimously.**

## II. COMMITTEE APPOINTMENTS

II.1 Appointments to the Board of Adjustment - 4 terms ending March 2029, of which 2 are Alternates: **Council unanimously appointed Martin Bomar to one of the regular positions. With votes from Council members Brown, Cartner and Ciullo, Sue Stewart was appointed to the other regular position. Council unanimously appointed Richard Morrison to one of the alternate positions. Applicant Reece Simmons was not appointed.**

II.2 Appointment to the Environmental Advisory Committee: **Council unanimously appointed Rebecca Kegley to the unexpired term ending June 2027.**

II.3 Appointments to the Recreation Advisory Board: **Council unanimously appointed Mark Dolak and Dinna Mooneyham to terms ending in March 2029.**

ADMINISTRATIVE REPORTS: Department reports are available on the Town's website at [www.OakIslandNC.gov/DEPT](http://www.OakIslandNC.gov/DEPT)

Ms. Adams highlighted the budget process with work sessions in April, the recommended budget presentation on May 12, and a final vote in June. She announced a development services modernization project creating an advisory team of construction and development trade users to review policies, processes and people. She said they'd want to continue to highlight these as they move forward looking at the upcoming UDO review possibilities, incremental ordinance changes, but also the internal processes, consolidating the development permits and the building permits, something Mr. Kirkland has already accomplished. Staff was looking at new software to improve those processes, standard operating procedures, and some creative reorganizational changes that Council would see in the upcoming budget process as well. She said they were really targeting things like a development liaison position. Ms. Adams also spoke about upcoming events and encouraged attendance.

Assistant Town Manager Kent Jackson provided capital project updates including beach nourishment post-project survey completion, sidewalk crosswalk project activation, promising developments for additional crosswalks at 58th Street and traffic signal at 79th Street through NCDOT funding. Dune planting will begin in early April with plants currently in germination. The wastewater plant renovation project completed major work items and will resume normal operation. Repairs on the pier pile will commence next week with partial pier closure. Stormwater master plan proposals were received with recommendations coming soon.

#### IV. OLD BUSINESS

##### IV.1 Consideration of a Request for Business License - Gone Bananas ([Business License Application Gone Bananas Permit brief](#))

Mr. Kirkland introduced the item, saying it was a request for a business license to operate watercraft. The proposal is to operate a banana boat business at the McGlamery Street beach access from 9 a.m. to 5 p.m. The operation would use a 10x10 tent on the strand for check-in, safety orientation, and life jacket fitting, with all equipment removed daily. The applicant is obtaining Coast Guard approval for navigational buoys to mark loading/unloading zones.

Staff noted neither UDO nor Town code include mechanisms for permanent or exclusive public beach locations. The proposal doesn't qualify as a peddler permit since it exceeds the two-hour location limit. Staff recommended adding conditions if the license were approved, including off-site equipment storage, no solicitation within parking areas or within 15 feet of the beach access, and no commercial signage except one temporary sign removed daily. There were no questions for the applicant.

**Councilman Ciullo made a motion to deny the permit request, Councilman Brown seconded, and the motion passed unanimously.**

#### V. NEW BUSINESS (none)

#### VI. CLOSED SESSION

**Councilman Cartner made a motion to go into Closed Session to Consult with the Town Attorney for Legal Advice, to Discuss Potential Land Acquisition, and to Discuss Specific Personnel Pursuant to N.C.G.S.143-318.11(a)(3)(5) and (6). Mayor Pro Tempore Craft seconded, and the motion passed unanimously.**

#### VII. ADJOURN

**Council returned to open session at 11:06 p.m. No action was taken in Closed Session. Councilman Bynum made a motion to adjourn, Mayor Pro Tempore Craft seconded, and the motion passed unanimously.**

\_\_\_\_\_  
Chris Brown, Mayor

Attested: \_\_\_\_\_

Lisa P. Stites, MMC  
Town Clerk

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

DRAFT

MINUTES  
TOWN COUNCIL SPECIAL MEETING  
THURSDAY, MARCH 19, 2026 - 1:00 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, Town Manager Kathryn Adams, and Town Clerk Lisa P. Stites MMC.

Town Manager Kathryn Adams said that they would start with the second item, Consideration of Recommendations from the Blue Ribbon Summit on Pedestrian Safety. Police Chief Charlie Morris said that there was direction from Council in August to form a committee to look into safety issues. The group consisted of Council members, the former mayor, town manager, community representatives from each section of the island, the sheriff's department's traffic unit, and DOT representatives. He described the process and said the main areas for review were Oak Island Drive, Beach Drive, and Yacht Drive.

Chief Morris presented the committee's recommendation to lower the speed limit on East Oak Island Drive from 45 mph to 35 mph to Middleton Avenue. He outlined the pros and cons of this change, noting that reducing speed would decrease crash severity, improve pedestrian survival rates, enhance driver reaction time, and encourage walking and bicycling. However, it would increase travel time by approximately one minute and potentially cause driver frustration. Councilman Cartner said that she was not prepared to vote on anything at this meeting, and that she wanted to see the costs for each of the recommendations. She also suggested changing the speed limit on East Oak Island Drive to 35 up until NE/SE 19<sup>th</sup> instead of Middleton Avenue, saying this would address the dangerous curves while not unnecessarily impacting the straight sections. Councilman Ciullo said he wanted to move forward today, and not wait until they finish the budget process in 2-3 months because tourist season was starting. Councilman Cartner said she wanted to see a prioritized list and see what could easily be tackled. She also said that short of wrapping people with bubble wrap, there was only so much that could be done. Councilman Brown said that he would like there be an opportunity for public comment on some of these items before taking action anyway, though he supported reducing the East Oak Island Drive speed limit to 35 mph to Middleton.

Chief Morris said that to this point, he had not made his own recommendations. He said that the group's recommendations included striping Yacht Drive, and that there was a push to reduce the speed limit there as well. He said that lowering the speed limit on Oak Island Drive, and removing Low Speed Vehicles (LSVs) from Oak Island Drive, would take a request from Council to the NCDOT to change. Ms. Adams said that the most expensive recommendation was for striping Yacht Drive, which was an estimated \$50,000.

Chief Morris reviewed the pros and cons of reducing the speed limit on East Oak Island Drive. He said that Oak Island Drive was not only the main thoroughfare for vehicles, but also a heavily used road for pedestrian traffic to the beach. Council and Chief Morris discussed possible effects from changing the speed limit on East Oak Island Drive, such as potentially increasing road rage, adding less than two minutes to travel time, and whether the speed limit reduction should be all the way to Middleton or to another street, such as NE/SE 19<sup>th</sup>, etc.

Councilman Cartner proposed removing LSVs from Middleton to 40<sup>th</sup> and NE 66<sup>th</sup> to Barbee Boulevard. Councilman Brown expressed interest in this approach but wanted to ensure proper education for tourists about alternative routes. There was additional discussion about LSV use and enforcement. Chief Morris explained that currently LSVs are prohibited from NE 39<sup>th</sup> Street eastward. Council continued discussion

about reducing the speed limit on Oak Island Drive, along with limiting LSV use on Oak Island Drive, and where that should be. Council also asked Chief Morris about enforcement if LSV use is limited further, and he said that officers do have time to address that, but that calls for service would take priority. He also said that that tourist turnover in the summer hurts efforts to educate people about the rules. He said it was a continuous effort. Answering a question from Councilman Bynum, Chief Morris said his recommendation would be to lower the speed limit on East Oak Island Drive to 35 mph to Middleton. He said it seemed that SE 46<sup>th</sup> would be a good divider line to limit LSV use.

Consensus, without Councilman Cartner, was to ask NCDOT for a reduction in the speed limit to 35 mph on East Oak Island Drive to Middleton. Councilman Cartner suggested using NE/SE 19<sup>th</sup> as the speed limit change. Chief Morris said that though 8,000 vehicles travel Oak Island Drive daily, the percentage of accidents occurring is very small.

Directing the discussion to Yacht Drive, Chief Morris said there was not a speeding problem there but a congestion problem, with cars, trucks, bikes, walkers, LSVs, etc. He said on the west end, Yacht Drive is only 17 or 18 feet wide, and ideally, a road should be 20 feet wide to stripe the middle. The committee's primary recommendation was striping the entire 7.8-mile length of Yacht Drive at an estimated cost of \$50,000 for paint or \$100,000 for more durable thermoplastic. However, concerns arose about double yellow lines preventing vehicles from passing bicycles and LSVs, potentially creating more safety issues. Councilman Brown asked if drivers would give less room for pedestrians if they could see how much they would be going into the other lane, and Chief Morris said that was a consideration. He also said that with stripes, people would treat it more like a road with all the rules of the road. He also said that having the yellow lines would help drivers at night as well. Councilman Brown asked if stop signs on Yacht Drive had been discussed. Chief Morris said that stop signs shouldn't be used for speeding issues and said the place he'd recommend stop signs was at Veterans Park. The Council discussed using dashed yellow lines instead of solid double yellow lines to allow passing while still providing lane guidance. Councilman Cartner asked if the Town could put something on the side of Yacht for pedestrians since the greenway was costly and years off.

Councilman Brown said he'd like public input before making a decision on Yacht Drive. Council also discussed the possibility of moving a greenway for Yacht up on the priority list, whether speed limit changes or striping would address the actual problem of congestion, and also the possibility of putting in a gravel path as an interim measure. Councilman Cartner estimated that \$100,000 could cover 13,000 feet of gravel paths at \$7.50 per linear foot, potentially providing better safety benefits than road striping. Councilman Cartner also said that she would like the speed limit reduced to 25 mph on Beach Drive, and Council discussed that as well. Councilman Cartner said she'd like residents to get a full picture of the proposals being considered, not just individual items.

Council also discussed recommendations to reduce the speed limit on Holly to 25 mph, adding stop signs on Barbee Blvd., and reducing the speed limit to 20 mph and striping Elizabeth Drive. Consensus was to reduce the speed limit on Holly and to add stop signs on Barbee Blvd. Chief Morris agreed to also look at the intersection of Keziah and Elizabeth. Council also discussed using speed signs and whether putting more up on Yacht Drive would slow drivers down.

The April 14 Council meeting will have a Public Hearing to invite public comment on the following:

- Reducing the speed limit on East Oak Island Drive 35 mph to Middleton
- Limiting LSV use on portions of East Oak Island Drive
- From residents on and near Yacht – reducing the speed limit to 25 mph on East Yacht Drive to Middleton
- Lowering the speed limit on Beach Drive to 30 mph or 25 mph

Council took a brief recess from 3:05 p.m. to 3:10 p.m.

Consideration Of Sponsorship/Naming Policy

Ms. Adams spoke about the need to update the Town's naming policy from 2005. The proposed new policy would be expanded to include sponsorships for events, facilities, and donations. The policy should address various situations including facility naming, event sponsorships from businesses, and generous citizen donations.

Economic Development Manager Hallie Willis said the purpose was to create some guidelines for this, and she reviewed the proposed policy. There are different tiers proposed: Department approval level (up to \$10,000, up to one year, no naming rights), Town Manager approval level (up to \$50,000, up to five years, limited naming rights for rooms/areas), and Town Council approval level (more than \$50,000 or any facility naming, any term including perpetuity).

Councilman Cartner said that she thought there were three things lumped in together that don't really go together. She suggested a sponsorship event policy for events, and that the word sponsorship should not be used for naming and that should be its own policy. She said that a name attached to any municipal facility should only be approved by Council. She also suggested a separate gift policy. Ms. Adams said that naming a facility should come with a monetary component. Ms. Adams also noted that the Town does have a public art policy. Regarding naming rights, Council discussed the need to set a value for specific spaces.

Councilman Brown requested inclusion of public input requirements for naming decisions and stronger legal protections allowing the Town to remove names if honorees prove unsuitable. He also wanted clearer criteria for what individuals must demonstrate to justify naming rights beyond just financial contribution.

Council also discussed the need to establish specific cost structures for naming opportunities rather than subjective "commensurate value" language. Examples included pricing for naming rooms, facilities, equipment, and various sponsorship levels for events.

Ms. Adams explained that the policy aims to create consistency across departments currently handling various donation programs including benches, trees, bricks, and adopt-a-tree programs, some without formal Council oversight. Council agreed to postpone further consideration until May due to April's busy budget schedule, directing staff to create more granular, separate policies with specific pricing structures and clearer approval processes.

**Councilman Ciullo motion to adjourn at 3:39 p.m., Mayor Pro Tempore Craft 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:** Approval of Amendment to the Memorandum of Understanding with The Brough Law Firm  
**DATE:** April 9, 2026  
**DEPARTMENT:** Administration

---

**Subject Summary:** The Town approved a Memorandum of Understanding (MOU) with The Brough Law Firm in October 2022 (attached for reference). The firm has provided a proposed amendment, which would raise the flat rate for in-person meeting attendance from \$900 to \$1,000. The proposed amendment is also included as an attachment. This fee increase is the only proposed change, and the rest of the terms of the MOU would remain in effect.

**Attachments:**

[Amendment - The Brough Law Firm PLLC  
BroughLawFirm\\_Oct2024](#)

**Financial Impact Statement:** The financial impact would be at least \$1,200, or \$100 per month for the regular Council meetings, plus any additional fees for meetings the Town Attorney is asked to attend, such as additional Council meetings or the Board of Adjustment.

**Legal Review:** The MOU amendment was prepared by the Town Attorney.



Alan A. Andrews	andrews@broughlawfirm.com
Albert M. Benshoff	benshoff@broughlawfirm.com
Michael J. Bowen	mbowen@broughlawfirm.com
G. Nicholas Herman	herman@broughlawfirm.com
Brady N. Herman	bherman@broughlawfirm.com
Robert E. Hornik, Jr.	hornik@broughlawfirm.com
Kevin R. Hornik	khornik@broughlawfirm.com
Lydia E. Lavelle	lavelle@broughlawfirm.com
T.C. Morphis, Jr.	morphis@broughlawfirm.com
Jenna Yovanovich	yovanovich@broughlawfirm.com

March 27, 2026

via email to:  
 Kathryn Adams, Oak Island Town Manager  
[kadams@oakislandnc.gov](mailto:kadams@oakislandnc.gov)

Re: The Brough Law Firm, PLLC – Town of Oak Island

Town Manager Adams:

The purpose of this letter is to request an amendment to the Memorandum of Understanding (the “MOU”) entered into in October 2024 by the Town of Oak Island (the “Town”) and The Brough Law Firm, PLLC (the “Firm”). Pursuant to this letter, the Town and the Firm agree to amend the fee arrangement established by the MOU effective July 1, 2026. The terms and conditions of service described in the MOU will remain in effect except as specifically amended by this letter as follows:

*For in-person attendance at all regular meetings of the Town Council; any special or emergency Town Council meetings upon request; or Planning Board or Board of Adjustment meetings upon request, the Firm shall charge a \$1000.00 flat fee.*

If the proposed amendment to the MOU is acceptable to the Town, please have Mayor Brown sign and complete the acknowledgement in the space provided below at the appropriate time and return it to me.

Please feel free to contact me with any questions you may have. I can be reached via email at [lavelle@broughlawfirm.com](mailto:lavelle@broughlawfirm.com) or via telephone at (919) 929-3905.

Sincerely,

THE BROUGH LAW FIRM, PLLC

Lydia E. Lavelle

The Oak Island Town Council considered and approved the above-referenced amendment to the MOU at their meeting on the \_\_\_\_ day of \_\_\_\_\_, 2026.

By: \_\_\_\_\_  
 Christopher Brown, Mayor

NORTH CAROLINA  
BRUNSWICK COUNTY

### MEMORANDUM OF UNDERSTANDING

1. Parties. The parties to this Memorandum of Understanding (the “Memorandum”) are the Town of Oak Island (the “Town”) and The Brough Law Firm, PLLC (the “Law Firm”).

2. Purpose. This Memorandum sets forth the understanding between the parties concerning the nature and terms of the relationship under which the Law Firm serves as the Town Attorney.

3. Scope of Service. In consideration of the compensation set forth below, the Law Firm shall perform for the Town all of the legal services required by the Town as set forth herein. Such services shall include, without limitation, consultation with and legal advice to the Town Council and Town staff; attendance at the Town Council’s regular monthly meetings, and special and emergency meetings upon request; attendance at meetings of other Town boards upon request; drafting and/or review of ordinances and other documents; representation of the Town in litigation as necessary and appropriate; and coordination with outside counsel assigned to handle claims by insurance carriers. The Law Firm will accommodate the Town’s requests with respect to regular hours to be available in the Town offices and related matters. Not included within the scope of covered services are services customarily performed by outside bond counsel; real estate title work requiring a formal opinion of title; and advising the Town Police and Fire Departments, unless requested to do so.

4. Services Performed Principally by Lydia E. Lavelle. The parties acknowledge and agree that the services covered under this Memorandum shall generally be performed by Lydia Lavelle, with Robert Hornik serving as primary backup counsel. However, the full resources of the Law Firm are available to the Town and other members of the firm may assist the Town when requested to do so by the Town or when Ms. Lavelle and Mr. Hornik are unavailable. In addition, the Law Firm may subcontract with other firms or individuals to have certain services performed for the Town, such as title searches, in consultation with the Town, but the Law Firm shall remain responsible to the Town for the quality and timeliness of these services. Payment for these subcontracted services shall be made by the Law Firm and shall be charged to the Town on the Law Firm’s monthly invoice.

5. Compensation. The Town shall pay the Law Firm for legal services rendered beginning on the effective date of this Memorandum of Understanding on a monthly basis according to the services performed during each month. Monthly invoices shall indicate the number of hours worked, and fees shall be calculated according to the following discounted local government client rates.

Senior Attorneys	\$235.00
Associate Attorneys	\$210.00
Legal Assistants	\$120.00

These rates shall increase annually through 2027, as shown on the attached Compensation for Services Schedule, which is incorporated herein.

The Town Council has requested that the Law Firm attend all regular meetings of the Town Council, and that the Law Firm attend special and emergency meetings upon request. The Law Firm shall charge a flat fee of \$900.00 to attend these meetings in person, which charge shall include attorney travel time. Alternatively, the Town may, in its discretion, direct the Town Attorney to attend some meetings remotely using Zoom, Teams, or a similar technology. The Law Firm shall charge a flat fee of \$450.00 to attend meetings remotely.<sup>1</sup>

The Law Firm also will attend meetings of the Planning Board, Board of Adjustment, and other boards, if requested, and shall charge a \$900.00 flat fee for in-person attendance or a \$450.00 flat fee for remote attendance. In-person or remote attendance shall be in the discretion of the Town.

Ordinary office expenses shall be charged in accordance with the attached Compensation for Services schedule.

6. Amendment, Duration, Termination. This Memorandum shall govern the relationship between the parties for the period beginning on the effective date of this Memorandum and continuing unless and until terminated upon ten (10) days written notice by either party. Payment shall be made for services rendered through the date of termination. Mutually acceptable changes to this Memorandum, with respect to rates, scope of services or other matters, shall be made by duly approved and executed written amendments.

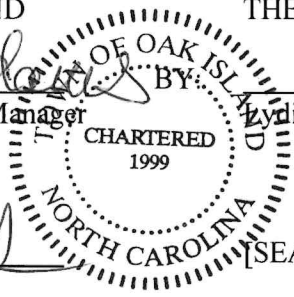
[This area has been left blank intentionally. Signatures are on the next page.]

---

<sup>1</sup> The Town shall have the discretion to direct the Town Attorney to not attend certain meetings, for example but not limited to Town Council planning retreats and budget workshops. For any remote meeting, if the Town Attorney spends less than two hours in attendance the Law Firm shall charge its hourly rate in lieu of the flat fee.

This Memorandum of Understanding is executed by the parties this \_\_\_\_ day of October, 2024.

TOWN OF OAK ISLAND THE BROUGH LAW FIRM, PLLC  
BY: *Kathryn Adams* BY: Lydia E. Lavelle  
Kathryn Adams, Town Manager



ATTEST:  
*Lisa Stites* [SEAL]  
Lisa Stites, Town Clerk

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

*Helen Frank*  
Helen Frank, Finance Director Accounting Manager



### COMPENSATION FOR SERVICES

Statements for services rendered by The Brough Law Firm, PLLC will be prepared at the end of each calendar month for the work performed during the previous month. Your monthly statement will consist of two parts: an itemized breakdown of professional services and a list of expenses and costs advanced. The professional services portion of your statement will be based upon the following hourly rates for the attorneys and other staff who work on your case:

Attorney	Current Rate	Effective 07/01/2025	Effective 07/01/2026	Effective 07/01/2027
Senior Attorney	\$235.00	\$245.00	\$255.00	\$260.00
Associate	\$210.00	\$215.00	\$220.00	\$230.00
Legal Assistant	\$120.00	\$125.00	\$130.00	\$145.00

All work is performed on an hourly basis, except that a flat fee of \$900.00 will be charged to attend Town Council meetings in person or a flat fee of \$450.00 to attend Town Council meetings remotely.

Your statement will indicate the services performed and the date, the attorney performing the services, the hourly rate, and the total. It will also include an itemized list of additional expenses and costs advanced. These include:

- Photocopy charges for non-routine copying done for the client outside the office.
- Private express mail carriers such as Federal Express.
- Mileage and travel expenses outside Brunswick, Cabarrus, Chatham, Davie, Durham, Granville, Guilford, Lee, Moore, Orange, Union and Wake counties.
- Filing, service of process, and other fees associated with litigation.
- Fees for recording deeds and other instruments.

Statements will be mailed by the 10<sup>th</sup> of each month and are overdue if payment is not received by the end of that month. Interest at the rate of 1 ½% per month shall accumulate on balances not paid within thirty days after the date such balances become overdue. Any retainer received from you will be deposited in our trust account and used to pay your monthly statements. To the extent our statements exceed the retainer amount, payment will be expected as indicated above. If payment in full is not received by the 15<sup>th</sup> of the month following the month in which a statement is issued, no additional services will be performed in your behalf and thereafter services will be performed only if and to the extent that additional funds are deposited in our trust account to ensure payment of our statements as they become due.

Payments can be made by check, credit card, or “e-check.” We will add a processing fee of 1.95% for Visa, Mastercard, and Discover payments and a processing fee of 2.95% for other cards, including American Express. E-check payments are limited to \$5,000 per payment.

**TOWN COUNCIL REGULAR  
MEETING  
AGENDA ITEM MEMO**

---

**SUBJECT:** Approval of Action to Set the Speed Limit at 25 for all of Holly Drive  
**DATE:** April 9, 2026  
**DEPARTMENT:** Administration

---

**Subject Summary:** One of the items discussed at the March 19, 2026 Special Town Council meeting was setting the speed limit on Holly Drive at 25 mph for the entire length of the road, and Council consensus was to make that change. Though an ordinance amendment is not needed to make this change, formal action from Council would be helpful in making citizens aware of it.

**Suggested Motion:** I make a motion to set the speed limit at 25 mph for the length of Holly Drive.

**Financial Impact Statement:** N/A

**Legal Review:** N/A

**Follow up Action Needed:** Staff will remove any 35 mph speed limit signs and install 25 mph speed limit signs (if necessary).

**TOWN COUNCIL REGULAR  
MEETING  
AGENDA ITEM MEMO**

---

**SUBJECT:** Consideration of a Resolution Exempting a Particular Project from Article 3d Of Chapter 143 of the North Carolina General Statutes  
**DATE:** April 9, 2026  
**DEPARTMENT:** Administration

---

**Subject Summary:** The Town is required to periodically review calculations for System Development Fees (formally called impact fees) which are imposed for new development. The System Development Fee is a one-time, upfront charge for water and sewer services. Town staff is requesting adoption of the attached Resolution in order to work directly with the engineering company that performed the first such analysis for the Town. That firm is already familiar with the Town's numbers and processes, which will help the Town staff and elected officials in looking at whether any increases to the System Development Fees are needed. Adoption of the Resolution is recommended.

**Attachments:**  
[Resolution Exempting SDF Work - GS 143-64.32](#)

**Suggested Motion:** I make a motion to adopt the Resolution Exempting a Particular Project from Article 3d of Chapter 143 of the North Carolina General Statutes.

**Financial Impact Statement:** The cost for the work to be performed is included in the current budget.

**Legal Review:** The Town Attorney prepared the Resolution.

**RESOLUTION EXEMPTING A PARTICULAR PROJECT  
FROM ARTICLE 3D OF CHAPTER 143 OF  
THE NORTH CAROLINA GENERAL STATUTES**

WHEREAS, the Town of Oak Island desires to have engineering services performed regarding the Town’s System Development Fee (SDF) Analysis; and

WHEREAS, the cost of the work described hereinabove shall be an amount less than Fifty Thousand Dollars and No Cents (\$50,000); and

WHEREAS, pursuant to N.C.G.S. § 143-64.32, the Town Council desire to exempt the work described hereinabove from the requirements of N.C.G.S. §143-64.31.

NOW THEREFORE, the Town Council hereby resolves the following:

**Section 1.** The work described hereinabove shall be exempt from the requirements of G.S. 143-64.31.

**Section 3.** This Resolution shall become effective upon adoption.

The foregoing Resolution, having been submitted to a vote, received the following vote and was duly adopted, this the \_\_\_ day of \_\_\_\_\_, 2026.

Ayes: \_\_\_  
Noes: \_\_\_  
Absent or Excused: \_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chris Brown, Mayor

Attest:

\_\_\_\_\_  
Lisa P. Stites, MMC, Town Clerk

**TOWN COUNCIL REGULAR  
MEETING  
AGENDA ITEM MEMO**

---

**SUBJECT:** Oak Island Par 3 Greens Rebuild Project - Phase 1  
**DATE:** April 9, 2026  
**DEPARTMENT:** Administration

---

**Subject Summary:** This project supports Strategic Plan Goal 2, Objective 2.4.3 by enhancing our greens improvement program. In November and December 2025, staff engaged with multiple golf course specialists to identify maintenance and repair strategies to improve and sustain greens condition. As part of this analysis greens #2, #3, and #4 were identified as urgent needs. The attached Google earth images highlight the greens deterioration over a 2 and 5 year period. Shapemasters, Inc. was selected due to their expertise and their history with the Par 3 course, having constructed the original course layout.  
(For reference, a copy of the Deed of Gift, which transferred ownership of the golf course to the Town, is attached).

**Attachments:**

[Proposal 89 - 2025 Oak Island Par Three Greens](#)  
[Budget Ordinance Amendment Par 3](#)  
[Sept 2018 Par3 Holes 2-4](#)  
[Sept 2021 Par3 Holes 2-4](#)  
[April 2023 Par3 Holes 2-4](#)  
[SHV\\_GolfCourse\\_DeedOfGift\\_2008](#)

**Suggested Motion:** Motion to approve a greens repair contract with Shapemasters, Inc., to authorize the Town Manager to sign the contract, and to approve the associated Budget Ordinance Amendment.

**Financial Impact Statement:** An FY 2025-2026 budget ordinance amendment is needed in the amount of \$125,000.

**Legal Review:** If approved, the Town Attorney will review the contractor's proposal and any recommendations will be incorporated prior to signing.

**Shapemasters, Inc.**  
**Proposal No.: 89 - 2025**  
**Proposal Name: Oak Island Par Three Greens**  
**Proposal Date: December 29, 2025**  
**Resurface Greens**

**Scope of Work:**

**Sequence of Work:**

**Review all putting surface contours with golf course staff, make plans for adjustments**

- 1 Sod cut, remove all turf, thatch, roots and organic layering (About six inches)
- 2 Haul turf, debris and soil to designated areas
- 3 Float out sub-surface to approximately finish contours
- 4 First powertill for soil uniformity blending
- 5 Import new greens soil/mix to each complex, spread sand uniformly 4"
- 6 Shape for grading and contours, float for preliminary finish
- 7 Powertill second time for soil uniformity blending
- 8 Wheel pack for first compaction
- 9 Reestablish contours
- 10 Plate packer compact
- 11 Finish float final putting surface contours
- 12 Apply preplant amendment formula - by owner
- 13 Install Sunday Bermuda sod
- 14 Grow in by owner

**Pricing Notes:**

- 1 Pricing based on one 3,000 SF green
- 2 Pricing assumes no interference with existing utilities

**Shapemasters, Inc.**  
**PO Box 11128, Southport, NC 28461**  
**Office Phone: 910-278-1434**

**Proposal No.: 89 - 2025**  
**Proposal Name: Oak Island Par Three Greens**  
**Proposal Date: December 29, 2025**  
**Resurface Greens**

Purchases (See Summary Attached)	\$	11,507.41
Labor	\$	15,859.53
Labor Mobilization	\$	162.00
Equipment Mobilization	\$	1,200.00
Equipment Utility	\$	4,422.05
Necessary Expenses	\$	650.00
Administration and Overhead	\$	4,458.72
Plan to Spend Budget	\$	38,259.71

PROPOSAL NO: 89 - 2025  
PROJECT NAME: OAK ISLAND PAR THREE  
LOCATION: OAK ISLAND, NC  
OWNER: TOWN OF OAK ISLAND  
DESIGNER:  
OWNER'S PM:  
PROPOSAL DATE: DECEMBER 29, 2025

SCOPE OF WORK DESCRIPTION: RESURFACE GREENS (BASED ON ONE 3,000 SF GREEN)

ITEM	CATEGORY DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	BUDGET
J	<b>GREEN RESURFACE (1 EA)</b>	3,000	SF		
1	REMOVE TURF, DUMP ON SITE	3,000	SF		IN L&E
2	REMOVE MIX (4"), REMOVE FROM SITE (40 CY)	56	TON		IN L&E
3	PURCHASE/DELIVER 80/20 GREENSMIX 4"	56	TON	\$77.63	\$4,347.28
P	<b>SOIL AMMEND/FERTILIZE</b>				
1	GREENS	3,000	SF		BY OWNER
R	<b>SOD</b>				
1	SUNDAY BERMUDA SOD	3,250	SF	\$1.512	\$4,914.00
2	SUNDAY BERMUDA FREIGHT	1	LOAD	\$1,200.00	\$1,200.00
T	<b>EXTENDED BUDGET TOTAL:</b>				\$10,461.28
U	<b>ADD: 10%</b>	1	%		\$1,046.13
V	<b>CONSTRUCTION BUDGET</b>				\$11,507.41
W	<b>PROPOSAL PRICING NOTES:</b> MATERIALS ARE PRICED AT CURRENT COST PLUS 10% <i>CLARIFICATIONS:</i> WORK IS AT THE DIRECTION OF THE OWNER IN L&E = INCLUDED IN LABOR AND EQUIPMENT PRICES QUANTITIES ARE AS ESTIMATED				

**Shapemasters, Inc.**

**Proposal No.: 89 - 2025**

**Proposal Name: Oak Island Par Three Greens**

**Proposal Date: December 29, 2025**

**Resurface Greens**

Hole	Green	
	Green SF	Perimeter LF
1	3,081	211
2	2,956	209
3	3,096	208
4	3,470	217
5	2,759	195
6	4,397	257
7	3,073	225
8	4,056	243
9	2,771	208
10	2,087	178
11	2,425	184
12	2,583	188
13	2,092	173
14	1,865	164
15	2,023	163
16	3,247	216
17	3,023	215
18	3,603	228
PPG	1,868	162
Total:	54,475	3,844



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

BE IT ORDAINED by the Town Council of the Town of Oak Island, North Carolina, in Council assembled April 14, 2026, that the following Budget Ordinance Amendment for the Resurfacing of Greens at the Par 3 Golf course to be adopted for the purpose of appropriating funds to begin work immediately due to time constraints for planting.

	I. PAR 3 GOLF FUND		<u>Budget Amendment</u>	<u>Budget As Amended</u>
A. <u>Revenue Anticipated</u>				
Appropriated Fund Balance	38-300-9800		\$125,000	\$203,657
B. <u>Expenditures Authorized</u>				
Contracted Services	38-501-6100		\$125,000	\$ 140,234

Adopted this on the fourteenth day of April 2026.

Attest: \_\_\_\_\_  
Lisa P. Stites, Town Clerk

\_\_\_\_\_  
Christopher J Brown, Mayor









and regulations, utility easements, declarations, and covenants and/or restrictions of record.

*SPECIAL COVENANTS, CONDITIONS, AND RESTRICTIONS WHICH SHALL RUN WITH THE LAND CONVEYED HEREBY, AND BE BINDING UPON THE PARTY OF THE SECOND PART HEREIN, AND ITS SUCCESSORS AND ASSIGNS:*

**(1) Tracts 1, 2, and 3 of the real Property described on Exhibit "A" attached hereto shall be used solely and exclusively for the purpose of operating and maintaining a golf course thereon and for no other uses or purposes. At the time of recording this Deed of Gift, a "Par Three" executive type course is being operated and maintained on the said Tracts 1,2, and 3 of the said Property. Any owner of the said Tracts 1,2, and 3 of the said Property may, with the express written approval of the South Harbour Master POA, Inc., or its successors or assigns, convert the said three Tracts so as to accommodate the operation of a nine hole golf course thereon. However, in no event may any portion of said three Tracts be used for any purpose other than for a golf course. No night time play shall be permitted on the golf course without the express written consent of the South Harbour Master POA, Inc., or its successors or assigns.**

**(2) Tract 4 of the Property as shown on Exhibit "A" attached hereto may be used only and solely for the purpose of providing for the storage and maintenance of golf course maintenance equipment and golf carts for the golf course located on Tracts 1, 2, and 3 above noted.**

**(3) Any changes which an owner desires to make to the Property or any portion thereof, (other than a change in the permitted use thereof which shall not be changed) and/or any of the structures and/or improvements thereon (including, but not limited to, all architectural changes such as building style and materials, color, shingle type, landscaping design and/or planting materials) must be first submitted in written form with all relevant particulars to the South Harbour Master, POA, Inc., or its successors for written approval, which approval may be withheld or conditioned at the discretion of the said South Harbour Master, POA, Inc., or its successors. South Harbour Master, POA, Inc., or its successors in interest shall provide a written response to all such requests within forty-five days of the receipt of the same. Should no response be timely given, the requested change shall be deemed to have been approved. However, any such changes must still comply with all applicable building codes, land use laws, and zoning regulations.**

**(4) The Special Covenants, Conditions, and Restrictions set forth in sections (1), (2), and (3) above shall run with the land and be binding upon all owners thereof for a period of thirty-five (35) years from the date of the recording of this instrument. Provided, however, that these said Special**

B2811 P1145 06-27-2008  
Robert J. Robinson  
Brunswick County, NC Register of Deeds page 2 of 19

UNOFFICIAL  
UNOFFICIAL  
UNOFFICIAL



Covenants, Conditions, and Restrictions set forth in sections (1), (2), and (3) may be amended in part or deleted entirely at any time during the term of same by the South Harbour Master, POA, Inc. or its or their successors or assigns.

(5) The party of the second part acknowledges and agrees that portions of the lands described in Exhibit "A" serve as part of the storm water management system which serves the South Harbour Village community. The said party of the second part further acknowledges and agrees that certain portions of the Property described on Exhibit "A" attached are also subject to governmental regulations and permits, including, without limitation, North Carolina State Stormwater permits. The party of the second part agrees that it is and shall be bound by said regulations and permits, and it shall be solely responsible for the proper maintenance of all areas covered by said permits. Further, the party of the second part shall have the sole responsibility to maintain and keep the said permits, and each and all of them, in full compliance and in full force and proper legal effect. The parties hereto acknowledge and agree that the party of the first part herein shall, after the recording of this instrument and the formal transfer of the aforementioned permits, have no further duty, obligation, or responsibility with respect to the maintenance of any of the lands conveyed, and/or with respect to any Storm water permit or regulation governing said lands or any part or portion thereof. The party of the second part shall indemnify and hold the party of the first part, and its members, managers, and employees forever harmless from any claim, cost, liability, or damage relating to the said lands conveyed, and/or any improvements thereon which arises after the recordation of this Deed of Gift and/or as to any claim which might arise or result from the negligent act or omission of the party of the second part prior to said recordation. Further, the party of the second part shall indemnify and hold the party of the first part, and its members, managers, and employees forever harmless from any claim, cost, liability, or damage relating to the above noted Stormwater permits and regulations relating thereto whether such claim existed prior to the said recordation or otherwise. The party of the second part, and its successors, and assigns, shall provide South Harbour Master POA, Inc. reasonable access to said storm water management areas during the term of the Special Covenants, Conditions, and Restrictions above noted.

(6) The party of the second part further acknowledges and agrees that the said Property is and shall be subject to the terms and conditions as are set forth in the Master Declaration of Covenants, Conditions, and Restrictions for South Harbour Village recorded in Book 2104 at Page 574 of the Brunswick County Registry, and all amendments thereto and/or ratifications thereof, as

UNOFFICIAL  
UNOFFICIAL  
UNOFFICIAL

UNOFFICIAL  
UNOFFICIAL  
UNOFFICIAL

well as to all recorded declarations of covenants and restrictions as the same apply to golf course operation and/or maintenance. The said Master Declaration also provides the owner with certain limitations upon and/or the protections from liability relating to golf course operation.

(7) Further, as and where applicable, the said Property shall be and is hereby made subject to the Articles and Bylaws of the South Harbour Master POA, Inc., and all amendments thereto. However, the said Master Declaration above noted notwithstanding, it is expressly understood and agreed that the party of the second part herein (and/or any successor) shall not be or become a voting member of the said South Harbour Master POA, Inc. without the express written approval of a majority of the Member Associations as the same are defined by the said Master Declaration as amended and/or ratified.

(8) The Special Covenants, Conditions, and Restrictions set forth in sections (5), (6), and (7) above shall run with the land and be binding upon all owners thereof. Provided, however, that these said Special Covenants, Conditions, and Restrictions may be amended in part or deleted entirely at any time during the term of same by the South Harbour Master, POA, Inc. or its or their successors or assigns.

**TO HAVE AND TO HOLD**, the aforesaid tracts, lots, or parcels of land and all privileges and appurtenances thereunto belonging to the said party of the second part, and its successors and assigns, forever. And the said party of the first part does covenant that it is seized of said premises in fee and has the right to convey the same in fee simple; that the same is free from encumbrances, except as stated above, and that it will WARRANT and DEFEND the said title to the same against the lawful claims of all persons claiming by through, or under the party of the first part. However, the party of the first part makes no warranty or representation as to the physical condition of any building, personalty, or any other improvements conveyed hereby and/or located on any of the lands conveyed hereby.

UNOFFICIAL  
UNOFFICIAL  
UNOFFICIAL

UNOFFICIAL  
UNOFFICIAL  
UNOFFICIAL

UNOFFICIAL  
UNOFFICIAL  
UNOFFICIAL

IN WITNESS WHEREOF, the said party of the first part has caused this instrument

to be executed in its name by authorized Member-Managers, as the act and deed of the said

POINT ASSOCIATES, LLC, all as of the day and year first above written.

POINT ASSOCIATES, LLC  
WILMINGTON HOLDING CORP., Member-Manager

By: Thomas A. Nuzio  
Vice President

By: [Signature]  
ALTONY, LENNON, MEMBER-MANAGER

STATE OF NEW YORK  
COUNTY OF

I, Angela Toro, a Notary Public in and for the aforesaid State and County of Nassau, do hereby certify that THOMAS A, NUZIO personally appeared before me this day and acknowledged that he is a Vice President of Wilmington Holding Corp., a North Carolina Corporation which is a Member-Manager of POINT ASSOCIATES, LLC, a North Carolina Limited Liability Company; and that by authority duly given and as the act and deed of said corporation, the foregoing and annexed instrument was signed in its name by its Vice President and sealed with its corporate seal, all done as a Member-Manager of, on behalf of, and as the deed and act of the said POINT ASSOCIATES, LLC.

WITNESS my hand and notarial seal, this the 23<sup>rd</sup> day of May, 2008.

ANGELA TORO  
NOTARY PUBLIC, State of New York  
No. 01TO6040877  
Qualified in Nassau County  
Commission Expires May 1, 20 10

Notary Public  
Angela Toro  
Print Name Angela Toro  
My Commission Expires: 5/1/10

UNOFFICIAL

UNOFFICIAL

UNOFFICIAL

UNOFFICIAL  
UNOFFICIAL  
UNOFFICIAL



B2811 P1149 06-27-2008  
16:14:05.008  
Robert J. Robinson  
Brunswick County, NC Register of Deeds page 6 of 19

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I, Jerry Y. Thomason, a Notary Public in and for the aforesaid State and County of Pender, do hereby certify that ALTON Y. LENNON, personally appeared before me this day and acknowledged that he is an authorized Member-Manager of POINT ASSOCIATES, LLC, a North Carolina Limited Liability Company; and that he did acknowledge that he did duly execute the foregoing and annexed instrument as a Member-Manager of, on behalf of, and as the deed and act of the said POINT ASSOCIATES, LLC.

WITNESS my hand and notarial seal, this the 28th day of May, 2008.



*Jerry Y. Thomason*  
Notary Public  
Jerry Y. Thomason  
Print Name

My Commission Expires: 12/08/2010

AYL2006H: PtTOIDeed5-22-08

UNOFFICIAL  
UNOFFICIAL  
UNOFFICIAL

UNOFFICIAL  
UNOFFICIAL  
UNOFFICIAL

UNOFFICIAL  
UNOFFICIAL  
UNOFFICIAL

UNOFFICIAL  
UNOFFICIAL  
UNOFFICIAL

UNOFFICIAL  
UNOFFICIAL  
UNOFFICIAL



UNOFFICIAL  
UNOFFICIAL



B2811 P1151 06-27-2008  
16:14:05.008  
Robert J. Robinson  
Brunswick County, NC Register of Deeds page 8 of 19

4. South 06 degrees 20 minutes 02 seconds West 150.00 feet, along the westerly line of Lots 46, 45, and 44, as shown on last said recorded map, to a point. Last said point being the southwesterly corner of said Lot 44; thence
5. South 83 degrees 39 minutes 58 seconds East 138.88 feet, along the southerly line of said Lot 44, to a point on the 50 foot radius cul-de-sac of Hampton Court as shown on last said recorded map; thence
6. With the arc of said 50 foot radius cul-de-sac and with the southerly right-of-way line of said Hampton Court, as it curves to the North, to a point at a northwesterly corner of Lot 43 that is South 74 degrees 30 minutes 03 seconds East a chord distance of 26.82 feet, from the preceding point, to a point as shown on a map of Westport, recorded in Map Book 24 at Page 271 of said Registry; thence
7. South 06 degrees 20 minutes 02 seconds West 30.02 feet, along the westerly line of said Lot 43 to a point; thence
8. South 83 degrees 39 minutes 58 seconds East 193.44 feet, along the southerly line of said Lot 43, to a point on the westerly right-of-way line of a 30 foot alley. Last said point being on a curve having a radius of 3,570.00 feet; thence
9. With the arc of last said curve and with the westerly right-of-way line of said 30 foot alley, as it curves to the West, to a point at the southerly end of last said curve that is, South 05 degrees 27 minutes 31 seconds West a chord distance of 108.94 feet, from the preceding point; thence
10. South 06 degrees 20 minutes 02 seconds West 171.99 feet, along the westerly right-of-way line of said 30 foot alley, to a point at the northeasterly corner of Lot 57, as shown on a map of Westport recorded in Map Book 24 at Page 272 of said Registry; thence
11. North 82 degrees 30 minutes 31 seconds West 183.25 feet, along the northerly line of said Lot 57, to a point; thence
12. South 07 degrees 29 minutes 29 seconds West 39.07 feet, to a point on the 50 foot radius cul-de-sac of Kozart Court as shown on last said recorded map; thence
13. With the arc of last said radius and with the northerly right-of-way line of said Kozart Court, to a point that is, South 77 degrees 29 minutes 02 seconds West a chord distance of 21.28 feet, from the preceding point; thence

Page Two of Thirteen

UNOFFICIAL  
UNOFFICIAL

UNOFFICIAL  
UNOFFICIAL

UNOFFICIAL  
UNOFFICIAL



B2811 P1152 06-27-2008  
Robert J. Robinson 16:14:05.008  
of Deeds page 9 of 19

14. North 07 degrees 29 minutes 29 seconds East 46.35 feet, along the easterly line of Lot 142, as shown on last said recorded map to a point; thence
15. North 82 degrees 30 minutes 31 seconds West 110.00 feet, along the northerly line of said Lot 142, to a point; thence
16. South 26 degrees 52 minutes 16 seconds West 161.96 feet, along the westerly line of Lots 142, 141, and 140, as shown on last said recorded map, to a point at the southwesterly corner of said Lot 140; thence
17. South 06 degrees 20 minutes 02 seconds West 50.67 feet, along the westerly line of Lot 139, as shown on last said recorded map, to a point; thence
18. South 83 degrees 39 minutes 58 seconds East 60.00 feet, along the southern line of said Lot 139, to a point at the northwesterly corner of Lot 138, as shown on last said recorded map; thence
19. South 06 degrees 20 minutes 02 seconds West 166.41 feet, along the westerly line of said Lot 138, to a point on the northerly right-of-way line of Minnesota Drive (60 foot right-of-way) as shown on last said recorded map to a point. Last said point being on a curve having a radius of 260.00 feet; thence
20. With the arc of last said curve and with the northerly right-of-way line of said Minnesota Drive, as it curves to the South, to a point that is South 67 degrees 45 minutes 40 seconds West a chord distance of 134.11 feet, from the preceding point, to a point at the southeasterly corner of Lot 137, as shown on last said recorded map; thence
21. North 02 degrees 38 minutes 25 seconds West 125.20 feet, along the easterly line of said Lot 137 to a point; thence
22. South 87 degrees 21 minutes 35 seconds West 50.00 feet, along the northerly line of said Lot 137, to a point; thence
23. South 02 degrees 38 minutes 25 seconds East 26.43 feet, along the westerly line of said Lot 137, to a point at the northeasterly corner of Lot 136, as shown on last said recorded map; thence
24. South 87 degrees 21 minutes 35 seconds West 50.00 feet, along the northerly line of said Lot 136 to a point; thence

Page Three of Thirteen

UNOFFICIAL  
UNOFFICIAL

UNOFFICIAL  
UNOFFICIAL

UNOFFICIAL  
UNOFFICIAL



06-27-2008  
16:14:05.008  
B2811 P1153  
Robert J. Robinson  
Brunswick County, NC Register of Deeds page 10 of 19

25. South 02 degrees 38 minutes 25 seconds East 36.85 feet, along the westerly line of said Lot 136 to a point at the northeasterly corner of Lot 135, as shown on a map recorded in Map Book 24 at Page 273 of said Registry; thence
26. South 87 degrees 21 minutes 35 seconds West 50.00 feet, along the northerly line of said Lot 135 to a point; thence
27. South 02 degrees 38 minutes 25 seconds East 15.17 feet, along the westerly line of said Lot 135 to a point at the northeasterly corner of Lot 134 as shown on last said recorded map; thence
28. South 87 degrees 21 minutes 35 seconds West 600 feet, along the northerly line of Lots 134, 133, 132, 131, 130, 129, 128, 127, 126, 125, 124, and 123, as shown on last said recorded map to a point; thence
29. South 88 degrees 50 minutes 08 seconds West 46.11 feet, along the northerly line of said Lot 122. Last said point being the northeasterly corner of Lot 121, as shown on a map recorded in Map Book 24 at Page 274 of said Registry; thence
30. North 72 degrees 04 minutes 44 seconds West 35.10 feet, along the northerly line of Lot 121 as shown on last said recorded map to a point; thence
31. North 47 degrees 48 minutes 48 seconds West 40.56 feet, along the northeasterly line of Lot 120 as shown on last said recorded map to a point; thence
32. North 21 degrees 46 minutes 11 seconds West 40.56 feet, along the northeasterly line of Lot 119 as shown on last said recorded map to a point; thence
33. North 02 degrees 10 minutes 05 seconds East 41.24 feet, along the easterly line of Lot 118, as shown on last said recorded map to a point; thence
34. North 06 degrees 40 minutes 38 seconds East 550.00 feet, along the easterly line of Lot 117, 116, 115, 114, 113, 112, 111, 110, 109, 108, and 107, as shown on last said recorded map to a point. Last said point being the southeasterly corner of Lot 106 as shown on a map recorded in Map Book 24 at Page 275 of said Registry; thence
35. Continuing North 06 degrees 40 minutes 38 seconds East 400.74 feet, along the easterly line of Lots 106, 105, 104, 103, 102, 101, 100, and 99, as shown on last said recorded map, to a point in the southerly right-of-way line of said Vanessa Drive; thence

Page Four of Thirteen

UNOFFICIAL  
UNOFFICIAL

UNOFFICIAL  
UNOFFICIAL

UNOFFICIAL

- 36. South 83 degrees 42 minutes 23 seconds East 575.01 feet, along the southerly right-of-way line of said Vanessa Drive to a point at the intersection of last southerly right-of-way line and the westerly right-of-way line of said Morehead Drive, as shown on said map recorded in Map Book 24 at Page 268 of said Registry; thence
- 37. South 06 degrees 40 minutes 38 seconds West 178.75 feet, along the westerly right-of-way line of said Morehead Drive to a point; thence
- 38. North 83 degrees 42 minutes 23 seconds West 461.35 feet, along the northerly line of the Common Area as shown on a map recorded in Map Book 24 at Page 268 of said Registry; thence
- 39. South 06 degrees 17 minutes 37 seconds West 466.49 feet, along the westerly line of the Common Area shown on said map recorded in Map Book 24 at Page 268 and the westerly line of the Common Area shown on map recorded in Map Book 24 at Page 269 of said Registry to a point; thence
- 40. South 02 degrees 38 minutes 25 seconds West 226.08 feet, along another westerly line of the Common Area shown on said map recorded in Map Book 24 at Page 269 to a point; thence
- 41. North 87 degrees 21 minutes 35 seconds East 482.23 feet, along the southerly line of the Common Area shown on last said recorded map to a point; thence
- 42. North 02 degrees 38 minutes 25 seconds West 121.25 feet, along the easterly line of the Common Area shown on last said recorded map to a point on the southerly right-of-way line of Morehead Drive; thence
- 43. North 87 degrees 21 minutes 35 seconds East 25.71 feet, along the southerly right-of-way line of said Morehead Drive to a point; thence
- 44. South 06 degrees 40 minutes 38 seconds West 24.00 feet, along the westerly line of the Common Area as shown on said map recorded in Map Book 24 at Page 268 of said Registry to a point; thence
- 45. South 83 degrees 19 minutes 22 seconds East 121.25 feet, along a southerly line of the Common Area shown on last said recorded map to a point; thence
- 46. North 06 degrees 40 minutes 38 seconds East 695.76 feet, along the easterly line of the Common Area shown on said map recorded in Map Book 24 at Page 268 to the point of beginning.

UNOFFICIAL

UNOFFICIAL

UNOFFICIAL  
UNOFFICIAL  
UNOFFICIAL

UNOFFICIAL  
UNOFFICIAL  
UNOFFICIAL  
B2811 P1155 06-27-2008  
16:14:05.008  
Robert J. Robinson  
Brunswick County, NC Register of Deeds page 12 of 19

The above described tract contains 14.03 acres, more or less.

Subject to Easements of

Tract 2

Beginning at the intersection of the northerly right-of-way line of Vanessa Drive (60 foot right-of-way) with the westerly right-of-way line of Jessica Drive (60 foot right-of-way) as shown on a map of Village Green Townhomes at South Harbour Village at Glen Cove, as shown on a map recorded in Map Book 21 at Page 275 of the Brunswick County Registry. Running thence from said beginning point:

1. North 83 degrees 42 minutes 23 seconds West 149.80 feet, along the northerly right-of-way line of said Vanessa Drive to a point at the southeasterly corner of Lot 45, as shown on a map of Glen Cove, recorded in Map Book 24 at Page 266 of said Registry; thence
2. North 06 degrees 40 minutes 38 seconds East 652.92 feet, along the easterly line of Lots 45 through 52 of said Glen Cove as shown on said map recorded in Map Book 24 at Page 266 of said Registry, and beyond to a point at the northeasterly corner of Lot 54, as shown on a map of Glen Cove recorded in Map book 24 at Page 265 of said Registry; thence
3. North 0 degrees 20 minutes 32 seconds West 82.80 feet, along the easterly line of Lot 55, as shown on last said Glen Cove map to a point at the southeasterly corner of Lot 56; thence
4. North 13 degrees 12 minutes 01 second West 87.69 feet, along the easterly line of said Lot 56, to a point at the southeasterly corner of Lot 57; thence
5. North 26 degrees 27 minutes 07 seconds West 87.69 feet, along the easterly line of said Lot 57, to the southeasterly corner of Lot 58 as shown on last said recorded map; thence
6. North 39 degrees 42 minutes 12 seconds West 87.69 feet, along the easterly line of said Lot 58, to a point at the easternmost corner of Lot 59, as shown on last said recorded map; thence
7. North 51 degrees 26 minutes 16 seconds West 70.92 feet, along the northeasterly line of said Lot 59, to a point at the easternmost corner of Lot 60; thence

Page Six of Thirteen



B2811 P1156

06-27-2008

16:14:05.008

Robert J. Robinson

Brunswick County, NC Register of Deeds page 13 of 19

8. North 37 degrees 04 minutes 20 seconds West 40.00 feet, along the easterly line of said Lot 60, to a point at the southeasterly corner of Lot 61, as shown on last said recorded map; thence
9. North 06 degrees 52 minutes 27 seconds West 45.00 feet, along the easterly line of said Lot 61, to a point at the southernmost corner of Lot 62, as shown on last said recorded map; thence
10. North 09 degrees 29 minutes 59 seconds East 60.00 feet, along the eastern line of said Lot 62, to a point at the southernmost corner of Lot 63, as shown on last said recorded map; thence
11. North 19 degrees 20 minutes 02 seconds East 60.00 feet, along the easterly line of said Lot 63, to a point at the southernmost corner of Lot 64, as shown on last said recorded map; thence
12. North 29 degrees 05 minutes 41 seconds East 59.11 feet, along the southeasterly line of said Lot 64, to a point at the southernmost corner of Lot 65, as shown on last said recorded map; thence
13. North 48 degrees 24 minutes 57 seconds East 40.00 feet, along the southeasterly line of said Lot 65, to a point at the southwesterly corner of Lot 66, as shown on last said recorded map; thence
14. North 77 degrees 22 minutes 16 seconds East 40.00 feet, along the southerly line of said Lot 66, to a point at the southwesterly corner of Lot 67, as shown on a map of Glen Cove, recorded in Map Book 24 at Page 264 of the Brunswick County Registry; thence
15. South 81 degrees 36 minutes 31 seconds East 59.14 feet, along the southerly line of Lot 67, to a point at the southwesterly corner of Lot 68, as shown on last said recorded map; thence
16. South 89 degrees 00 minutes 39 seconds East 119.75 feet, along the southerly line of said Lot 68 and Lot 69, to a point at the westernmost corner of Lot 70, as shown on last said recorded map; thence
17. South 65 degrees 47 minutes 52 seconds East 382.09 feet, along the southerly line of Lots 70 through 75, to a point at the southeasterly corner of said Lot 75, as shown on last said recorded map; thence

UNOFFICIAL  
UNOFFICIAL



18. North 24 degrees 12 minutes 08 seconds East 120.00 feet, along the easterly line of Lot 75, to a point in the southerly right-of-way line of Glen Cove Drive (60 foot right-of-way) as shown on last said recorded map; thence
19. South 65 degrees 47 minutes 52 seconds East 15.00 feet, along the southerly right-of-way line of said Glen Cove Drive to a point. Last said point being located North 65 degrees 47 minutes 52 seconds West 117.50 feet, as measured along the southerly right-of-way line of said Glen Cove Drive from its intersection with the westerly right-of-way line of said Jessica Drive, as shown on a map of Village Green Townhomes recorded in Map Book 21 at Page 461 of said Registry; thence
20. South 24 degrees 12 minutes 08 seconds West 164.50 feet, along a westerly line of last said recorded map to a point; thence
21. South 58 degrees 12 minutes 50 seconds East 113.36 feet, along a southerly line of last said recorded map to a point on the westerly right-of-way line of said Jessica Drive. Last said point being on a curve having a radius of 270.00 feet, as shown on said map recorded in Map Book 21 at Page 461 of said Registry; thence
22. Along the arc of last said curve and along the westerly right-of-way line of said Jessica Drive, as it curves to the West, to a point that is South 37 degrees 31 minutes 30 seconds West a chord distance of 20.10 feet, from the preceding point; thence
23. North 58 degrees 12 minutes 50 seconds West 126.39 feet, to a point; thence
24. South 39 degrees 22 minutes 13 seconds West 156.02 feet, along a westerly line of last said recorded map to a point; thence
25. South 27 degrees 04 minutes 03 seconds West 205.04 feet, along the westerly line of last said recorded map to a point; thence
26. South 15 degrees 32 minutes 49 seconds West 163.18 feet, along a westerly line of last said recorded map to a point; thence
27. South 04 degrees 02 minutes 48 seconds West 209.72 feet, to a point; thence
28. South 46 degrees 19 minutes 04 seconds West 117.77 feet, along a westerly line as shown on a map of Village Green Townhomes recorded in Map Book 21 at Page 460 of the Brunswick County Registry; thence

UNOFFICIAL  
UNOFFICIAL

UNOFFICIAL  
UNOFFICIAL

UNOFFICIAL  
UNOFFICIAL  
UNOFFICIAL



06-27-2008  
16:14:05.008  
B2811 P1158  
Robert J. Robinson  
of Deeds page 15 of 19

Brunswick County, NC Register

29. South 43 degrees 40 minutes 56 seconds East 120.68 feet, to a point in the westerly right-of-way line of said Jessica Drive. Last said point being on a curve having a radius of 260.00 feet; thence
30. Along the arc of last said curve and along the westerly right-of-way line of said Jessica Drive, as it curves to the East, to a point at the southerly end of last said curve that is South 28 degrees 19 minutes 01 second West a chord distance of 194.99 feet, from the preceding point; thence
31. South 06 degrees 17 minutes 37 seconds West 70.00 feet, along the westerly right-of-way line of said Jessica Drive, to the point of beginning.

The above described tract contains 8.67 acres, more or less.

Tract 3

Beginning at the intersection of the northerly right-of-way line of Vanessa Drive (60 foot right-of-way) with the easterly right-of-way line of Jessica Drive (60 foot right-of-way) as shown on a map of Village Green Townhomes at South Harbour Village at Glen Cove recorded in Map Book 21 at Page 460 of the Brunswick County Registry. Running thence from said beginning point:

1. North 06 degrees 17 minutes 37 seconds East 15.00 feet, along the easterly right-of-way line of said Jessica Drive, to a point; thence
2. South 83 degrees 42 minutes 23 seconds East 115.95 feet, to a point; thence
3. North 20 degrees 07 minutes 59 seconds East 88.61 feet, along an easterly line of said record map to a point; thence
4. North 46 degrees 43 minutes 56 seconds East 223.00 feet, along an easterly line of said record map to a point; thence
5. North 15 degrees 24 minutes 59 seconds East 164.60 feet, along an easterly line of said record map to a point. Last said point being a southeasterly corner of that tract shown on a map recorded in Map Book 21 at Page 461 of said Registry to a point; thence
6. North 01 degrees 50 minutes 27 seconds East 167.55 feet, along the easterly line of last said recorded map; thence

UNOFFICIAL  
UNOFFICIAL  
UNOFFICIAL

UNOFFICIAL  
UNOFFICIAL  
UNOFFICIAL



7. North 15 degrees 00 minutes 59 seconds East 139.47 feet, along an easterly line of last said map to a point; thence
8. North 28 degrees 50 minutes 29 seconds East 131.82 feet, along an easterly line of last said map to a point; thence
9. North 42 degrees 29 minutes 08 seconds East 159.86 feet, along an easterly line of last said map to a point; thence
10. North 56 degrees 39 minutes 22 seconds West 125.05 feet, to a point on the easterly right-of-way line of said Jessica Drive. Last said point being on a curve having a radius of 330.00 feet; thence
11. Along the arc of said curve and along the easterly right-of-way line of said Jessica Drive, as it curves to the West, to a point that is North 33 degrees 32 minutes 13 seconds East a chord distance of 20.00 feet, from the preceding point; thence
12. South 56 degrees 39 minutes 22 seconds East 121.95 feet, to a point; thence
13. North 24 degrees 12 minutes 08 seconds East 180.07 feet along an easterly line, as shown on last said recorded map, to a point on the southerly right-of-way line of Glen Cove Drive (60 foot right-of-way). Last said point being on a curve having a radius of 260.00 feet; thence
14. Along the arc of last said curve and along the southerly right-of-way line of said Glen Cove Drive, as it curves to the North, to a point that is South 53 degrees 35 minutes 20 seconds East a chord distance of 15.29 feet, from the easterly end of last said curve. Last said point being the northernmost corner of Lot 76, as shown on a map of Glen Cove recorded in Map Book 24 at Page 263 of said Registry; thence
15. South 24 degrees 12 minutes 08 seconds West 121.14 feet, along the westerly line of Lot 76, to a point; thence
16. South 64 degrees 12 minutes 21 seconds East 65.03 feet, along the southerly line of said Lot 76, to a point at the westernmost corner of Lot 77, as shown on last said recorded map; thence
17. South 71 degrees 43 minutes 32 seconds East 60.87 feet, along the southerly line of said Lot 77, to a point at the westernmost corner of Lot 78, as shown on last said recorded map; thence

UNOFFICIAL  
UNOFFICIAL



B2811 P1160 06-27-2008  
16:14:05.008  
Robert J. Robinson  
Brunswick County, NC Register of Deeds page 17 of 19

18. South 49 degrees 40 minutes 31 seconds East 39.12 feet, along the southwesterly line of Lot 78, to a point at the westernmost corner of Lot 79, as shown on last said recorded map; thence
19. South 21 degrees 28 minutes 31 seconds East 38.84 feet, along the westerly line of said Lot 79, to a point at the northwesterly corner of Lot 80, as shown on last said recorded map; thence
20. South 06 degrees 47 minutes 49 seconds West 39.31 feet, along the westerly line of said Lot 80, to a point at the northernmost corner of Lot 81, as shown on last said recorded map; thence
21. South 35 degrees 36 minutes 15 seconds West 40.28 feet, along the westerly line of said Lot 81, to a point at the northernmost corner of Lot 82, as shown on last said recorded map; thence
22. South 56 degrees 18 minutes 40 seconds West 64.41 feet, along the northwesterly line of Lot 82, to a point at the northernmost corner of Lot 83, as shown on last said recorded map; thence
23. South 46 degrees 11 minutes 20 seconds West 87.69 feet, along the northwesterly line of said Lot 83, to a point at the northernmost corner of said Lot 84, as shown on last said recorded map; thence
24. South 32 degrees 56 minutes 14 seconds West 87.69 feet, along the northwesterly line of said Lot 84, to a point at the northernmost corner of Lot 85, as shown on last said recorded map; thence
25. South 19 degrees 41 minutes 08 seconds West 87.69 feet, along the northwestern line of said Lot 85, to the point of the northernmost corner of Lot 86, as shown on last said recorded map; thence
26. South 06 degrees 54 minutes 08 seconds West 87.78 feet, along the westerly line of said Lot 86, to a point at the northwesterly corner of Lot 87, as shown on a map of Glen Cove at South Harbour Village recorded in Map Book 24 at Page 262 of the Brunswick County Registry; thence
27. South 03 degrees 43 minutes 17 seconds East 266.43 feet, along the westerly line of Lots 87, 88, 89, and 90 of last said recorded map, to a point at the southwesterly corner of said Lot 90; thence

Page Eleven of Thirteen

UNOFFICIAL  
UNOFFICIAL

UNOFFICIAL  
UNOFFICIAL



UNOFFICIAL  
UNOFFICIAL  
UNOFFICIAL



B2811 P1162 06-27-2008  
16:14:05.008  
Robert J. Robinson  
of Deeds page 19 of 19

Tracts 1, 2, and 3 are shown on that map or plat entitled "Revised Glen Cove at South Harbour Village" recorded in Map Cabinet 24 at Page 261 (Sheet 1 of 6) and also on two unrecorded survey plats or maps prepared by Sherwin Cribb, PLS, each being dated January 2, 2002.

**TRACT 4**

That tract or parcel of land, containing 0.27 acres more or less and being described as Parcel "B" on that map or plat recorded in Map Book 26 at Page 392 of the Brunswick County Registry.

All of the above four (4) tracts of and all improvements thereon are also subject to those matters and things set forth in that Deed from Standard Products of North Carolina, Inc., to Point Associates, LLC, recorded in Book 1125 at Page 1252 of the said Brunswick County Registry.

UNOFFICIAL  
UNOFFICIAL  
UNOFFICIAL

UNOFFICIAL  
UNOFFICIAL  
UNOFFICIAL

UNOFFICIAL  
UNOFFICIAL  
UNOFFICIAL

UNOFFICIAL  
UNOFFICIAL  
UNOFFICIAL

**TOWN COUNCIL REGULAR  
MEETING  
AGENDA ITEM MEMO**

---

**SUBJECT:** Consideration of Amending Sec. 28-42 - Parking on Public Streets and Rights-of Way of the Town Code of Ordinances  
**DATE:** April 9, 2026  
**DEPARTMENT:** Administration

---

**Subject Summary:** Strategic Plan Goal #6 to Create a Safe Community includes Strategy 6.3 Enhance pedestrian and traffic safety. Intermittent parking along the streetside of southbound Country Club Drive (NC 133) creates an avoidable traffic safety hazard by restricting visibility for vehicles exiting from the adjacent business and Elizabeth Street. Installation of a No Parking restriction is allowed by NCGS 136 - 18(5) and supported by local NCDOT staff. Approval of this Ordinance Amendment and installation of signage will ensure this important traffic sight distance is kept clear.

- Attachments:**  
[Amend\\_Sec28-42\\_ParkingProhibited\\_4-14-26](#)  
[IMG\\_3025](#)  
[IMG\\_3032](#)  
[Overview1](#)

**Recommendation/Action Needed:** Approve the amendment.

**Suggested Motion:** A motion to approve the Amendment to Sec 28-42 of the Town Code of Ordinances.

**Financial Impact Statement:** The financial impact for this amendment is estimated at less than \$100 for the installation of one or two parking signs by Town staff.

**Legal Review:** Accurate interpretation and application of NCGS and Town Code of Ordinances will be confirmed prior to implementation. Notwithstanding legal review, signage may be installed in advance to ensure timely elimination of the hazard.

The Town of Oak Island's Code of Ordinances is hereby amended with the addition of the following:

**Sec. 28-42. - Parking prohibited on public streets and rights-of-way.**

(a)

Parking shall be regulated based on the parking zones identified on the official parking map approved by town council within the corporate limits of the town on all public streets, rights-of-way, and on town-owned property unless specifically authorized in this chapter. The official parking map shall be maintained in Town Hall. Within the corporate limits of the town, parking on all public streets, rights-of-way and on town-owned property shall be regulated based on the parking zones on the official parking map approved by town council, unless otherwise specifically authorized in this chapter.

(1) *Police enforcement zone.*

a. Enforcement of parking ordinances in this zone is the responsibility of the Town of Oak Island Police Department.

b. Unless otherwise specifically authorized by this chapter, parking in the right-of-way is allowed for up to 24 hours.

(2) *Commercial zone.*

a. Unless otherwise specifically authorized by this chapter, parking in structured spaces within the right-of-way is permitted. Spaces must have existed at the time of adoption of this article.

(3) *Vendor enforcement zone.*

a. Enforcement of the parking ordinances in this zone is the responsibility of the parking vendor selected by the Town Council of the Town of Oak Island.

b. Unless otherwise specifically authorized by this chapter, parking in the right-of-way is prohibited from 9:00 a.m. to 5:00 p.m. from April 1<sup>st</sup> to September 30<sup>th</sup>.

c. Parking subject to [section 28-43](#) within this zone must be within identified paid parking zones at spaces identified by a parking bumper.

d. The town manager may, at his discretion, increase or decrease the number of spaces within the paid parking zones in consultation with the parking vendor.

e. The town manager may, at his discretion, waive paid parking between SE 40<sup>th</sup> Street and SE 49<sup>th</sup> Street for town events in consultation with the parking vendor.

**(b) Parking shall not be authorized in any of the following locations:**

- (1) Street intersections or adjacent right-of-way, within 40 feet.
- (2) Any portion of the roadway, pavement, or travel lane.
- (3) Pedestrian crosswalks, sidewalks, or pedestrian access ways.
- (4) Blocking access to driveways or mailboxes.
- (5) Facing opposing traffic.
- (6) Blocking or adjacent to fire hydrants and emergency beach accessways, within 15 feet, and blocking or within fire lanes.
- (7) Designated handicapped or disabled veteran space without placard or registration plate.

[\(8\) Along the west side of NC Highway 133 \(Country Club Drive\) between 165 feet south of Yaupon Way and 83 feet north of Elizabeth Drive.](#)

(c) When an authorized or permitted parking area's access is conspicuously and obviously restricted or blocked by signs, barricades, barrier tape or any other traffic control device(s), parking shall be prohibited for the duration of the time that area remains blocked.

(d) Exceptions.

(1) The prohibitions in subsection [28-42\(a\)](#), (b), or (c) shall not apply to the temporary parking of any of the following:

- a. Emergency or government vehicles.
- b. Public and private utility vehicles.
- c. Private vehicles, when being used during the response to an emergency.
- d. Private vehicles, when being used for any other bona fide governmental purpose.

(2) The prohibitions in subsection [28-42\(a\)](#) shall not apply to the temporary parking of any of the following:

a. Private contractor or service vehicles while performing legitimate services at a specific location receiving services, except:

(i) No vehicle may be left parked overnight (from dusk to dawn); and

(ii) No vehicle may be left parked on any portion of any roadway; and

(iii) No vehicle may be parked on any portion of the sidewalk; and

(iv) All damage to the street, sidewalk or right-of-way shall be the sole responsibility of the building/development/driveway/trade permit applicant to correct. Failure to remediate documented damage within 45 days of date of notice shall result in a fine of \$250.00 per day until the damage is remediated.

(Amend. of 1-10-2023(1); Amend. of 4-11-2023(1); Amend. of 3-12-2024)





Location for Installation of “No Parking” Signs: April 2, 2026 ~ Chief Morris



**TOWN COUNCIL REGULAR  
MEETING  
AGENDA ITEM MEMO**

---

**SUBJECT:** Approval of Amendment to GFL Contract  
**DATE:** April 9, 2026  
**DEPARTMENT:** Administration

---

**Subject Summary:** The Town contracts with GFL for trash and recycling collection, and the current contract term is through December 2027. GFL has traditionally sent rate increases in January, and Town staff has been working with GFL staff to change that timing to align with the Town's fiscal year. The rate increase would then be effective July 1 of this year, and the Town will be billed a prorated amount to cover what would have been the rate increase for January-June of 2026. That prorated amount would be due July 1, and is included in the attached proposed contract amendment. All other terms of the contract would remain unchanged.

**Attachments:**

[GFL\\_ContractAmendment\\_April2026](#)

**Financial Impact Statement:** The Town will have a prorated amount due July 1, and the new rate will be accounted for in the next budget.

**Legal Review:** The timing for rate change is the only change to the contract.

**STATE OF NORTH CAROLINA**

**COUNTY OF BRUNSWICK**

**AMENDMENT FOR SOLID WASTE  
COLLECTION AND DISPOSAL**

THIS AMENDED CONTRACT AND AGREEMENT (“Amendment”) made and entered into this 20 day of February, 2026 by and between WASTE INDUSTRIES, LLC, a North Carolina limited liability company, doing business as GFL Environmental (“WI”), and the TOWN OF OAK ISLAND, a municipal corporation under the laws of the State of North Carolina.

**WITNESSETH THAT:**

The amendments to the current Contract dated June 24, 2005 as previously amended and extended (the “Contract”), are as follows:

**WHEREAS** the Town and Company wish to modify the terms of the Agreement regarding the Consumer Price Index (CPI) adjustment methodology and the implementation of an amendment of the scheduled price increase with a catch-up contribution for the period of January to June 2026.

**AGREEMENT**

Now, Therefore, in consideration of the mutual covenants contained herein, the parties agree to amend the Agreement as follows:

**Section I. CPI Reference Month and Execution Month**

Article 8 Adjustments section A of the original Agreement, which addresses the annual CPI adjustment, is hereby amended:

- 1) The Consumer Price Index month used for annual adjustments shall be changed from the CPI for All Urban Consumers, US City Average Water, Sewer, Trash reported in September to the same CPI reported in April.
- 2) The CPI month of execution, whereas the Service Fee will be increased, will be amended from January 1<sup>st</sup> to July 1<sup>st</sup>.

**Section II. Catch up Contribution**

A new Section is hereby added to the Agreement for the Service year of 2026.

- 1) A lump sum catch up contribution for the CPI not executed for the months of January 2026 to June 2026 will be issued as a billable amount to the Town on July 1<sup>st</sup>, 2026.
- 2) This catch-up contribution will be evaluated from the original contracted CPI for All Urban Consumers, US City Average Water, Sewer, Trash reported in September (2025) at a published rate of 4.8%, applied proportionally for the six-month period not previously adjusted per the original contract stated in Article 8, section A.
- 3) See attachment Appendix A

**Section III. Affirmation of Agreement**

Except as explicitly explained in the Amendment, all other terms and conditions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed and delivered on behalf of the undersigned by their duly authorized representatives as of the date first set forth above.

TOWN OF OAK ISLAND

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WASTE INDUSTRIES, LLC

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

\_\_\_\_\_  
City Finance Officer



### Appendix A

CPI catch up contribution January 2026 - June 2026 to be recovered July 2026

Example:

**Beachfront (001441223)**

Collective Billing Jan - April - \$208,540.81

Billing without PI Jan- April - \$198,934.04

Collective Billing May/June - \$257,934.20

Billing without PI May/June - \$246,019.50

Total loss Jan - April - \$9,606.77

Total loss May/June - \$11,914.70

Total estimated contractual loss due to CPI index month and execution adjustment to be recovered as a lump sum - \$21,521.47. This estimate does not include actual change in housecount.

**Mainland (001425902):**

Collective Billing - Jan-June - \$434,675.42

Billing without PI - Jan-June - \$414,766.62

Total loss - Jan-June \$19,908.80 (approximately \$3300 per month)

**Beach Access (002589990):**

Collective Billing Jan- April - \$10,069.60

Billing without PI Jan-April - \$9,608.40

Collective Billing May/June - \$7365.10

Billing without PI May/June - \$7027.57

Total loss Jan-June \$798.73

**Town Complex (002590004):**

Collective Billing Jan - June \$4719.40

Billing without PI Jan - June \$4503.24

Total loss Jan - June \$216.16

**Parks (002590014):**

Collective Billing Jan - April \$1653.16

Billing without PI Jan- April \$1577.44

Collective Billing May/June \$948.16

Billing without PI May/June \$905.55

Loss Jan - June \$118.33

**705 Ocean - Pier (001541232):**

Collective Billing Jan-June: \$3012.96

Billing without PI Jan-June: \$2874.96

Loss Jan - June \$138.00

**TOWN COUNCIL REGULAR  
MEETING  
AGENDA ITEM MEMO**

---

**SUBJECT:** Consideration of Lease for Koko Cabana  
**DATE:** April 9, 2026  
**DEPARTMENT:** Administration

---

**Subject Summary:** The Town owns the Oak Island Pier and the attached building, and has been leasing space for the Koko Cabana Restaurant and Ruby's. The lease is expired and a new lease must be approved. The lease includes a 3 percent increase in rent payments beginning April 1. The termination date is February 28, 2027, and Council can consider a one- or two-year lease for Koko Cabana and Ruby's at that time.

**Attachments:**  
[Koko-Cabana-lease\\_2026](#)

**Financial Impact Statement:** The Town will continue to collect rent for the Pier restaurant.

**Legal Review:** The lease was prepared by the Town Attorney last year.

THIS LEASE AGREEMENT made and entered into as of this \_\_\_\_\_ day of April, 2026, by and between the TOWN OF OAK ISLAND, a North Carolina municipal corporation ("LANDLORD"); and KOKO CABANA, INC. ("TENANT").

WITNESSETH:

For and in consideration of the mutual terms, covenants and agreements set forth herein, the rent to be paid by Tenant to Landlord, and other good and valuable consideration, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises described below, upon the following terms and conditions:

1. PREMISES. The premises, sometimes referred to as the "leased premises", the "property" or the "restaurant and retail space at Oak Island Pier", is located in Brunswick County, North Carolina, and more particularly described as follows:

Leased Premises: The restaurant and retail space portions of the property located at 705 Ocean Drive, Oak Island, NC, said restaurant and retail portion of the property also described in Deed Book 2142, Page No. 680, Brunswick County Registry; Plat Reference Lot 4, Block or Section 30, as shown on Plat Book or Slide 2272 at Page(s) 72.

2. TERM. This lease shall be for a period of one (1) year, beginning March 1, 2026, and terminating on February 28, 2027, unless sooner terminated as herein provided.

3. NO OPTION TO PURCHASE. Tenant does not have the option to purchase the leased premises.

4. RENT. Rent for the year shall be based on an annual amount \$83,131.30 and payable in monthly payments as follows: \$6,927.61 per month to begin April 1.

5. LATE PAYMENT PENALTY. Rent payments are due on or before the first of each month in advance. If any such rent payment is not received by Landlord on or before the tenth of the month for which such payment is due, a penalty in the amount of five percent (5%) of the delinquent rent payment shall be added to such delinquent payment and considered additional rent due to Landlord. Additionally, if such failure to pay rent continues for ten (10) days after Tenant receives notice of said delinquency from Landlord; such failure shall be deemed a default of this Lease and Landlord may avail itself of such other rights and remedies provided herein or by applicable law.

6. USE OF PREMISES. Tenant shall use the premises to operate a restaurant and retail space on the premises in accordance with Tenant's responsibilities further detailed in Exhibit A and incorporated herein by reference. Tenant shall not use or permit the use of the premises for any unlawful purpose, in violation of any law, code, regulation or ordinance, in any manner which would increase the rate of insurance on the premises or in any manner which would constitute or create a nuisance. Tenant shall comply with all such applicable laws, ordinances, regulations and codes affecting their use and occupancy of the premises. Tenant will not carry on, allow, or cause any activities on or about the premises which would directly or indirectly tend to detract from or impair the reputation or dignity of the premises, the property, or the general reputation and dignity of the Town of Oak Island as determined by the Town Council in its sole discretion.

7. TENANT'S TRADE FIXTURES AND PERSONAL PROPERTY. Tenant shall have the right to install trade and other fixtures, its own personal property, and signs in and upon the premises provided that such installation can be done without damage to the premises. The location, size design and material of any exterior sign must receive Landlord's prior written approval. Tenant shall have the right and obligation to remove such fixtures and other property upon termination of this lease provided Tenant is not in default, and notwithstanding a default, Tenant shall remove such trade fixtures if requested by Landlord. The cost and expense of repairing damage to the premises caused by such installation or removal shall be paid by Tenant.

8. ALTERATIONS AND IMPROVEMENTS. Tenant shall not make any alterations, renovations or improvements to the premises without the prior written approval of Landlord and then only in accordance with the plans and specifications previously approved by Landlord. All improvements, alterations and additions shall be at Tenant's expense and shall become a permanent part of the real estate (excluding Tenant's trade fixtures) and therefore the property of Landlord.

9. REPAIRS. Tenant has inspected the premises and is satisfied with its present condition. The Parties agree that Tenant's taking possession of the premises shall be deemed conclusive evidence of receipt of the premises in good order and repair and Tenant acknowledges and agrees that no representations to condition or repair have been made by Landlord. Tenant, at its expense, shall be responsible for all maintenance and other repairs to the building and leased premises and the normal maintenance and repair of all electrical equipment, water and sewer stoppages, heating, air conditioning and other mechanical installations in the premises, ceilings, floors, window and plat glass and all other maintenance and repairs and all other normal maintenance and repairs. Tenant shall promptly make such repairs and maintenance as shall be necessary and shall surrender the premises to Landlord upon termination of this lease in as good a condition as exists at the beginning of this lease.

10. UTILITIES. Tenant shall be responsible for obtaining at its own expense all electrical, telephone, gas, sewerage, garbage, trash and all other utilities and services necessary in connection with Tenant's occupancy of the premises except for water, in which the Landlord agrees to pay half. The utility bills for the periods spanning the beginning and end of this lease shall be prorated if necessary.

11. INSURANCE. Landlord shall provide their own insurance against hazards to the structure of the building. Tenant shall obtain and keep in force during the existence of this lease, with both Tenant and Landlord named and endorsed as insured parties thereunder, public liability insurance in amounts and as is described in Exhibit B. Tenant shall abide by the terms and obligations described in Exhibit B, the same of which are incorporated herein by reference. Premiums for such insurance shall be paid by Tenant and Tenant shall furnish a certificate to Landlord evidencing the procurement of such insurance coverage.

12. NONDISCRIMINATION. The Town of Oak Island requires compliance with State and Federal regulations governing Equal Employment Opportunity, External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VII, and the Americans with Disabilities Act (ADA) programs. Tenant hereby certifies its commitment to assure nondiscrimination in its activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability, or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation.

13. ASSIGNMENT OR SUBLETTING. Tenant shall not sublet the premises or any part thereof, or assign this lease or any interest therein, without the prior written consent of Landlord. Landlord's consent to an assignment or sublease in one instance shall not be deemed consent to any additional assignment or sublease. Any expense in connection with any proposed or completed assignment or sublease or Landlord's consideration thereof, because of Tenant's request therefor, including attorney's fees of Landlord, shall be the responsibility of and paid by Tenant. Upon any permitted assignment or sublease, Tenant shall remain liable for all obligations under this lease.

14. INSPECTION. Landlord and its duly authorized employees, agents and other representatives shall have free access for inspecting, repairing, altering and exhibiting the premises at reasonable times during daylight hours and after notice to Tenant.

15. INDEMNITY. Tenant shall indemnify and save Landlord (including its elected officials, agents, representatives and employees) harmless from any expense or liability arising out of any claims, demands, suits or actions brought or asserted against Landlord (including its elected officials, agents, representatives and employees) of whatsoever nature arising from or in connection with Tenant's occupancy and use of premises, provided said claims, demands, suits or actions are not caused by any negligent, willful or wanton act or omission of Landlord. Tenant's indemnification obligation shall include all costs, fees, damages and reasonable attorneys' fees incurred by Landlord as a consequence of any such claims, demands, suits or actions brought or asserted against Landlord on account of, or arising from, Tenant's leasing, occupancy and use of the leased premises.

16. DESTRUCTION OF PREMISES. If the whole of the leased premises and/or or such portion thereof as in Tenant's reasonable opinion will make the leased premises substantially unusable for over thirty (30) days for the purposes provided for in the lease, whether so damaged or destroyed by storm, fire, lightning, earthquake, or other casualty, then at the option of either Landlord or Tenant, the Term of this lease shall cease from the date of such casualty and Rent shall be

adjusted as of that date. Landlord shall be under no obligation to repair any such damage destruction. If the damage to the leased premises shall render the whole or any part thereof unsuitable for the use for which they were intended and they are actually not used for their intended purpose, or in the case that damage to the surrounding area materially interferes with the normal conduct of any business in the leased premises, Tenant may, as its sole remedy, elect to terminate this Lease. If Tenant does not elect to terminate this lease, then Tenant and Landlord shall agree, by way of an addendum to this Lease, to an adjusted Rent. If Tenant and Landlord cannot come to an agreement as to adjusted rent, then this lease shall be deemed terminated by Tenant and Tenant shall have no right of action against the Landlord for any alleged damages or losses. Notwithstanding the foregoing, nothing herein shall be construed to allow Tenant to abate rent due to damage caused by any gross negligent act or willful omission of Tenant, Tenant's employees or Tenant's agents, or Tenant's patrons or customers.

17. CONDEMNATION. If during the existence of this lease the entire premises, or so much thereof as to render the remaining premises unsuitable for use by Tenant, is taken by government or other authority by the exercise of eminent domain, including negotiations and voluntary settlement under threat of condemnation, then this lease shall terminate by reason of such taking at the time possession must be surrendered to such authority. Landlord shall be entitled to all condemnation proceeds and any prepaid or unearned rent shall be adjusted between Landlord and Tenant as of such date. If only a part of the leased premises is acquired by the government or such other authority and the remaining premises will be suitable for use by Tenant in its business, the rental shall be reduced in proportion to the resulting loss of use of the premises by Tenant as agreed upon in writing by Landlord and Tenant.

18. TITLE AND ENJOYMENT. Landlord covenants that it has good title to the leased premises, that the premises are free and clear of all liens and encumbrances except for the following matters, and that Tenant, upon observing and performing all terms, covenants and conditions to be performed by Tenant hereunder, shall peaceably and quietly hold and enjoy the premises subject to the terms, covenants and conditions hereunder, and the following exceptions:  
Tenant shall not interfere with the Pier operations and shall endeavor to cooperate with the Pier operator so as to enhance the entire property complex.

19. DEFAULT. In the event any monthly installments of rent reserved herein or any payment due hereunder shall remain unpaid for a period of ten (10) days after the same is due (said rent being due and payable on the first of each month in advance of said month), or should Tenant fail to open its doors for conduct of business for a period of ten (10) consecutive normal business days, then Tenant shall automatically be in default under this lease without the necessity of any notice from Landlord and Landlord may immediately terminate this lease; or if there is any other breach or failure to abide by any other terms and conditions herein contained to be kept by Tenant and such breach as to such other conditions shall continue for a period of thirty (30) days after written notice to Tenant, (unless Tenant shall be at such time diligently pursuing a remedy or cure to such breach, in which event Tenant shall have an additional thirty (30) days during which to pursue such remedy or cure), Tenant shall be in default hereunder and Landlord may immediately terminate this lease. Upon Landlord's termination of this lease, Tenant shall immediately surrender the premises and Landlord shall be entitled to immediately re-enter the premises or any

part thereof either with or without process of law and to expel and remove therefrom Tenant or any person or persons occupying the same and any property of Tenant or other persons therein, to repossess said premises using such force as may be necessary, all free from any liability for damages and without being guilty of any offense and without prejudice to any other remedy or remedies which Landlord may have in law or in equity. The insolvency of Tenant, the filing of any proceeding in bankruptcy by or against Tenant, or the making of any assignment for the benefit of creditors or the imposition of any receivership upon Tenant shall be regarded as default on the terms of this lease for which notice to Tenant shall not be necessary.

Upon a default by Tenant and notwithstanding termination of this lease, Landlord shall be entitled to damages for any such default or breach in the amount thereof, but as to rent such damages shall not be less than the amount of the rent reserved in this lease for the remainder of the term hereof, less any rental obtained by the reasonable effort of Landlord, without advertisement, and by private negotiation and for any term Landlord deems proper, from re-renting of the premises during the remainder of said term. Landlord shall not be required to wait until the end of the term for recovery of any such damages but may recover the same for the remainder of the term at one time upon the initial breach of this lease agreement; or may recover the same periodically. The failure of Landlord to exercise any right or power hereunder and the granting of any extension of time or any other indulgence to Tenant shall not constitute or be regarded as a waiver of any of Landlord's rights, powers or remedies at that time or at any time thereafter.

In the event Landlord defaults in the performance of or compliance with any of the covenants, terms or conditions of this lease to be performed or complied with by Landlord, and Landlord fails to cure such default within a period of thirty (30) days of written notice thereof given by Tenant to Landlord, or in the event such default cannot reasonably be cured within such thirty (30) day period and thereafter Landlord fails to prosecute the curing of such default with due diligence, then Tenant shall have the right and option either to (I) cure any such default and deduct the cost thereof from the amount of the next installment or installments of the monthly rent due hereunder to be paid by Tenant or (ii) terminate this lease by written notice to Landlord. Upon such termination by Tenant, the monthly rent hereunder shall be prorated to the date of such termination.

20. SUBORDINATION OF LEASE. Tenant agrees that this lease shall at all times be subject to and subordinate to the lien of any security interest (which terms shall include mortgages, deeds of trust and security agreements) that may be placed against or upon the leased premises by Landlord, and Tenant agrees to execute upon demand and without cost, any additional instrument which may be reasonably requested by the secured party to effectuate such subordination.

21. SURRENDER ON TERMINATION; HOLDOVER. Upon the termination of this lease for any cause, Tenant shall immediately, quietly and peaceably vacate the premises and deliver possession thereof to Landlord in good condition.

22. NOTICE. Any notice required in connection with this lease may be given by personal delivery to Tenant, or by leaving a copy at or posting a copy on the leased premises. Notice may be given to Landlord at the following address: 4601 East Oak Island Drive, Oak Island, North Carolina 28465. All such Notices to Landlord shall be addressed to the Town Manager. Either party may notify the other in writing of any change of address for purposes of giving notice hereunder or appointment of agent to receive any notice hereunder

23. PARTIES INCLUDED. The covenants, terms and conditions of this lease shall be binding upon and shall inure to the benefit of Landlord and Tenant, and their respective heirs, executors, successors and assigns.

24. DISPUTE RESOLUTION. This Lease shall be governed by the laws of North Carolina. The Parties shall endeavor to resolve claims, disputes, and other matters in question between them by good faith negotiation. In the event a claim, dispute, or other matter cannot be resolved in this manner, an action may be filed by either party in Brunswick County Superior Court.

IN TESTIMONY WHEREOF, the parties hereto have duly executed this lease and affixed their seals hereto in duplicate, as of the day and year first above written.

[Signature page follows.]

LANDLORD – TOWN OF OAK ISLAND:

BY: \_\_\_\_\_  
Kathryn Adams  
Oak Island Town Manager

TENANT- KOKO CABANA, INC.:

BY: \_\_\_\_\_  
Alexis Oxedine  
President, Koko Cabana, Inc.

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid do hereby certify that Kathryn Adams either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that she is the Mayor of the Town of Oak Island and as Mayor she further acknowledged the voluntary due execution of the foregoing instrument on behalf of the Town of Oak Island for the purposes therein expressed.

Witness my hand and Notarial stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid do hereby certify that KOKO CABANA, INC., ALEXIS OXEDINE, President, personally came before me this day and acknowledged that she has signed the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial Stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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

\_\_\_\_\_  
Finance Director

## Exhibit A

### Tenant's Responsibilities for Restaurant and Retail Space

#### Restaurant

##### Hours of Operation

###### *Winter Hours:*

Monday-Thursday: 11:00 am – 9:00 pm

Friday: 11:00 am to 10:00 pm

Saturday: 11:00 am – 10: pm

Sunday 9:00 am – 2:00 pm

###### *Summer Hours:*

Monday-Saturday: 11:00 am – 10:00 pm

Sunday: 9:00 am – 2:00 pm

##### Dining

The restaurant will offer a full-service bar and dine-in experience. There will be a small indoor bar and large outdoor bar. Lunch and dinner will be served daily and brunch on Sundays. An on and off premise beer /wine permit will be attained as well as a liquor license. Bartenders and servers will be staffed for table service. The interior and exterior of the restaurant will be decorated with natural wood and tropical flares.

##### Management

A general manager will oversee the entire restaurant. Drug tests will be required for all full-time employees. All employees will receive training in serving alcohol. Full-time employees will obtain serve-safe certificates. A two-week training period will be required for all staff before they are allowed to work alone. Supervision when open will be provided by a manager or shift leader.

##### The Menu

The menu will offer a variety of tapas, entrees, desserts, and drinks.

A "Beach Menu" will be offered to those on the beach. There will be an area on the beach roped off for alcoholic beverage use and a tent where people can rent beach equipment such as umbrellas and chairs. This is the "Cabana Area" where beach servers will take orders on the beach and provide beach service. The outdoor bar located on the deck of the restaurant will provide drinks for those on the deck and in the Cabana Area. The indoor bar will be for those dining in only.

Wrist bands will be provided for those drinking on the “Cabana Area” or pier. No one will be allowed to consume alcoholic beverages within the designated area without a wristband signifying they are over 21 and are customers of the pier complex.

Alcohol will only be served during operating hours. No beverages will be purchased for the Cabana Area after 6:00 pm.

### Equipment

All kitchen equipment will be used for production. Refrigeration will meet health department standards. The dishwasher and ice machine will be leased by Tenant.

### Retail Space

#### Hours of Operation

Monday-Saturday: 7:00 am – 6:00 pm

The retail space will be a small cafe providing quick-serve items such as specialty coffee drinks, bagels, pastries, smoothies, acai bowls, ice cream, milkshakes, hot dogs, brats, chips, and various drinks (no alcohol). Specialty coffee drinks will be offered in the early morning along with small breakfast eats. Counter service will be provided.

Retail items will be sold here such as t-shirts, hats, ocean-safe sunscreen, treehouse tumblers , and sunglasses. Some items will include Tenant logos. This cafe will provide Wifi for customers.

## EXHIBIT B

### INSURANCE REQUIREMENTS

A Lessee (Tenant) is required by the Town of Oak Island to procure and maintain insurance for the duration of its lease against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Lessee, his /her agents, representatives, or employees. The cost of such insurance shall be the responsibility of the Lessee.

A. The Lessee shall carry liability insurance with a reliable company licensed to do business in North Carolina. Coverage shall be at least broad as:

1. Insurance Services Office Commercial General Liability Coverage Certificate or equivalent.

2. Insurance Services Office Business Auto Coverage Certificate covering automobile liability, if applicable.

B. The Lessee shall carry workers' compensation as required by the State of North Carolina and employer's liability insurance (including applicable occupation disease provisions and all state endorsements).

C. The Lessee shall maintain limits no less than the following:

1. GENERAL LIABILITY: \$2,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.

2. AUTOMOBILE LIABILITY: \$2,000,000 combined single limit per accident for bodily injury and property damage.

3. WORKERS' COMPENSATION: Statutory limits as required by North Carolina state law.

4. PRODUCT LIABILITY AND COMPLETED OPERATIONS COVERAGE: Combined single limit for bodily injury and property damage of at least \$2,000,000.

5. BUSINESS INTERRUPTION INSURANCE: The Lessee shall provide a policy with coverage amounts sufficient to cover all rental payments due Landlord during any period when the property is closed due to damage from covered perils.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Liquor Sales Liability, and Automobile Liability Coverage

The Town of Oak Island, its officials, employees and volunteers are to be covered as additional insured as follows: Liability arising out of activities performed by or on

behalf of the Lessee; premises owned, occupied or used by the Lessee; or automobiles owned, leased, hired or borrowed by the Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the Town of Oak Island, its officials, employees or volunteers. To accomplish this objective, the Town of Oak Island shall be named as an additional insured under the Lessee's general liability policy and liquor sales liability policy.

Lessee's insurance coverage shall be primary insurance with respect to the Town of Oak Island, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Town of Oak Island, its officials, employees, or volunteers, shall be in excess of the Lessee's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement:

Other Insurance: This insurance is primary, and the Town of Oak Island's obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent, or on any other basis.

Any failure to comply with the reporting provisions of the Lessee's policies shall not affect coverage provided to the Town of Oak Island, its officials, employees or volunteers.

## 2. Workers' Compensation

The Lessee agrees to waive all rights of subrogation against the Town of Oak Island, its officials, employees and volunteers for losses arising from work performed by the Lessee for the Town of Oak Island.

E. Any deductibles or self-insured retentions larger than \$5,000 must be declared to and approved by the Town of Oak Island.

F. Each insurance policy required by the Town of Oak Island shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Town of Oak Island.

G. The Lessee shall furnish the Town of Oak Island with Certificates of Insurance noting endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

H. Required certificates shall be filed with the Town upon execution of a lease.

**TOWN COUNCIL REGULAR  
MEETING  
AGENDA ITEM MEMO**

---

**SUBJECT:** Consideration of Adopting the Parks and Recreation Master Plan  
**DATE:** April 9, 2026  
**DEPARTMENT:** Parks & Rec

---

**Subject Summary:** The draft Parks and Recreation Master Plan was presented during the March 17, 2026 Town Council Meeting. The Plan offers an overview of recreation wants and needs from the community and a plan of action for moving forward with recreation-related projects. The Plan is also an important component in the Town's efforts to acquire grant funding from a variety of sources.

A copy of the presentation made last month is attached. The draft Plan is available on the Town's website from the [Parks and Recreation page](#) or by [clicking here](#).

**Attachments:**  
[Recreation Master Plan Presentation\\_031726](#)

**Suggested Motion:** I make a motion to adopt the Parks and Recreation Master Plan as presented.

**Financial Impact Statement:** There will be costs for individual projects, but that would be discussed on a case-by-case basis.

**Legal Review:** N/A



# 2026-2031 Parks, Recreation and Open Space Master Plan

TOWN OF OAK ISLAND  
TOWN COUNCIL MEETING  
MARCH 17, 2026  
DR. JAMES HERSTINE, PHD

# Reasons and Purposes for Updating the Parks, Recreation and Open Space Master Plan

- **ASSESS, ANALYZE, AND EVALUATE THE STATUS OF THE CURRENT PROVISION OF LOCAL COMMUNITY PARKS, RECREATION, AND OPEN SPACE PROGRAMS, SERVICES, EVENTS, ACTIVITIES, FACILITIES, AREAS, AND PARKS**
- **STIMULATE AN OPEN PUBLIC DISCUSSION OF PRESENT AND FUTURE NEEDS FOR COMMUNITY PARKS, RECREATION, AND OPEN SPACE PROGRAMS, SERVICES, EVENTS, ACTIVITIES, FACILITIES, AREAS, AND PARKS**
- **ESTABLISH A PLAN OF ACTION FOR FUTURE GROWTH, DEVELOPMENT, AND IMPLEMENTATION OF COMMUNITY PARKS, RECREATION, AND OPEN SPACE PROGRAMS, SERVICES, EVENTS, ACTIVITIES, FACILITIES, AREAS, AND PARKS**
- **SATISFY THE “NEEDS ASSESSMENT AND IDENTIFICATION” REQUIREMENTS FOR FUTURE STATE AND FEDERAL GRANT FUNDING OPPORTUNITIES**

THE FINAL PRODUCT OF THE PARKS,  
RECREATION, AND OPEN SPACE MASTER  
PLAN PROCESS *IS NOT A FINANCIAL*  
*DOCUMENT BUT A PLANNING*  
*DOCUMENT* THAT PROVIDES THE TOWN OF  
OAK ISLAND AND THE PARKS AND  
RECREATION DEPARTMENT *A VIABLE*  
*BLUEPRINT AND PLAN OF ACTION TO*  
*GUIDE THE FUTURE ORDERLY GROWTH*  
*AND DEVELOPMENT* OF THE  
COMMUNITY'S COMPREHENSIVE PARKS,  
RECREATION, AND OPEN SPACE DELIVERY  
SYSTEM!

# **2026-2031 Parks, Recreation and Open Space Master Plan Needs Assessment Process**

- 1) Meeting with Parks and Recreation Advisory Board—7 October 2024**
- 2) Meeting with Parks and Recreation Department Staff—14 October 2024**
- 3) Public Meetings/Forums**
  - **27 May 2025 at 2 pm (Oak Island Community Center) - 4 participants**
  - **27 May 2025 at 5 pm (Oak Island Community Center) - 2 participants**
  - **29 May 2025 at 9 am (Oak Island Recreation Center) - 7 participants**
- 4) Individual Interviews (4 individuals)**
- 5) Focus Group (7 individuals)—12 March 2025**
- 6) Needs Assessment Survey—1 March – 15 June 2025**
- 7) Consultant Inspections, Analysis, and Evaluations—1 August 2024 – 1 September 2025**

# Needs Assessment Survey Highlights

- **851 Total Responses – STATISTICALLY ACCURATE AND VALID—  
9.3% Response Rate**
- **92% of the 851 Respondents stated they were “Full-Time Residents or Part-Time Residents; Own My Own Home; and Pay Town of Oak Island Property Taxes”**
- **32% of the Respondents responded “I have lived 10 years or longer within the Town of Oak Island**
- **32% of the Respondents were Male and 66% were Female**
- **38% of the Respondents stated “Couple with No Children/Grandchildren at Home” best described their Household**

# Needs Assessment Survey Highlights, Continued

**Top 5 Programs/Services/Events/Activities most participated in during the past 12 months:**

- 1) Concert Series**
- 2) Monday Markets**
- 3) Holiday Markets**
- 4) Mardi Gras Special Event**
- 5) Beach Day**

<b>PROGRAM/SERVICE</b>	<b>%</b>
Concert Series	79%
Monday Markets	53%
Holiday Markets	53%
Mardi Gras Special Event	47%
Beach Day	46%

# Needs Assessment Survey Highlights, Continued

**Top 5 Programs/Services/Events/Activities respondents would like to see offered in the future:**

- 1) Biking Opportunities**
- 2) Gardening Programs**
- 3) Pickleball Clinics**
- 4) Cooking Classes**
- 5) Adult Pickleball League**

<b>PROGRAM/SERVICE</b>	<b>%</b>
Biking Opportunities	11.4%
Gardening Programs	10.84%
Pickleball Clinics	9.3%
Cooking Classes	8.2%
Adult Pickleball League	8.2%

# Needs Assessment Survey Highlights, Continued

**Top 7 most frequently visited Town of Oak Island Recreational Facilities/Areas/Parks during the last 12 months:**

- ✓ **Middleton Park Complex**
- ✓ **The Point**
- ✓ **Veterans Memorial Park**
- ✓ **Oak Island Fishing Pier**
- ✓ **Davis Canal Pedestrian Crossover**
- ✓ **Bill Smith Park**
- ✓ **Oak Island Recreation Center**

<b>FACILITY/AREA/PARK</b>	<b>%</b>
Middleton Park Complex	81%
The Point	62%
Veterans Memorial Park	55%
Oak Island Fishing Pier	51%
Davis Canal Pedestrian Crossover	49%
Bill Smith Park	45%
Oak Island Recreation Center	43%

# Needs Assessment Survey Highlights, Continued

**Top 10 Recreational Facilities/Areas/Parks respondents would you like to see offered in the future:**

- 1) Crosswalks for Pedestrians**
- 2) Public Restrooms**
- 3) On-Street Bike Lanes**
- 4) Sidewalks/Pedestrian Lanes**
- 5) Hiking Trails/Paths**

<b>FACILITY/AREA/PARK</b>	<b>%</b>
Crosswalks for Pedestrians	66%
Public Restrooms	53%
On-Street Bike Lanes	48%
Sidewalks/Pedestrian Lanes	44%
Hiking Trails/Paths	42%

# Needs Assessment Survey Highlights, Continued

**Top 10 Recreational Facilities/Areas/Parks respondents would you like to see offered in the future, continued:**

- 6) Indoor Swimming Pool**
- 7) Greenways**
- 8) Indoor Recreation Facility**
- 9) Open and Natural Spaces**
- 10) Outdoor Swimming Pool**

<b>FACILITY/AREA/PARK</b>	<b>%</b>
Indoor Swimming Pool	39%
Greenways	39%
Indoor Recreation Facility	31%
Open and Natural Spaces	29%
Outdoor Swimming Pool	29%

# Needs Assessment Survey Highlights, Continued

## SUPPORT FOR FUNDING SOURCES:

- GRANTS
- PRIVATE SOURCES
- BONDS
- PROPERTY TAX INCREASE

FUNDING SOURCE	%
GRANTS	34%
PRIVATE SOURCES	26%
BONDS	22%
PROPERTY TAX INCREASE	10%

# Needs Assessment Survey Highlights, Continued

## BICYCLE AND PEDESTRIAN SAFETY ISSUES:

- **LACK OF SIDEWALKS AND PEDESTRIAN LANES**
- **LACK OF BIKE LANES**
- **DRIVING AT NIGHT IS DANGEROUS DUE TO WALKERS**
- **LACK OF SIGNAGE FOR PEDESTRIANS**
- **BICYCLES NEED LIGHTS OR BELLS**

<b>SAFETY ISSUES</b>	<b>%</b>
LACK OF SIDEWALKS AND PEDESTRIAN LANES	59%
LACK OF BIKE LANES	55%
DRIVING AT NIGHT IS DANGEROUS DUE TO WALKERS	39%
LACK OF SIGNAGE FOR PEDESTRIANS	30%
BICYCLES NEED LIGHTS OR BELLS	29%

# Needs Assessment Survey Highlights, Continued

## HOW TO TRANSFER OAK ISLAND INTO A MORE BIKE AND PEDESTRIAN FRIENDLY TOWN:

- **Bike Lanes**
- **More Crosswalks & Signage**
- **Multi-Use Paths**
- **New Sidewalks**

ACCOMPLISHMENT	%
BIKE LANES	68%
CROSSWALKS & SIGNAGE	67%
MULTI-USE PATHS	51%
NEW SIDEWALKS	46%

# Needs Assessment Survey Highlights, Continued

- **88% of Survey Respondents** agree that the **VARIETY** of the programs, services, events, and activities offered by the Town of Oak Island Parks and Recreation Department is appropriate—**6.2 Weighted Average**
- **88% of Survey Respondents** agree that the **QUALITY** of the programs, services, events, and activities offered by the Town of Oak Island Parks and Recreation Department is appropriate—**6.3 Weighted Average**
- **77% of Survey Respondents** are satisfied with that the **QUALITY** of the facilities, areas, and parks provided by the Town of Oak Island Parks and Recreation Department—**5.7 Weighted Average**
- **50% of Survey Respondents** believe the Town of Oak Island is **bike friendly/a safe place to bike**—**4.3 Weighted Average**

# Needs Assessment Survey Highlights, Continued

- 53% of Survey Respondents believe the Town of Oak Island is pedestrian friendly/a safe place to walk—**4.5 Weighted Average**
- 59% of Survey Respondents believe the Town of Oak Island is an accessible place for persons with disabilities and other special needs—**4.8 Weighted Average**
- 70% of Survey Respondents believe the existing facilities, areas, and parks provided by the Town of Oak Island Parks and Recreation Department meet the needs of the members of their household—**5.4 Weighted Average**
- 76% of Survey Respondents believe the existing programs, services, events, and activities provided by the Town of Oak Island Parks and Recreation Department meet the needs of the member of their household—**5.6 Weighted Average**
- 84% of Survey Respondents believe it is important the Town of Oak Island Parks and Recreation Department provides new and/or improved recreational facilities, areas, and parks in the future—**6.3 Weighted Average**

# Needs Assessment Survey Highlights, Continued

When asked “Whether the programs, services, events, activities, facilities, areas, and parks provided by the Town Parks and Recreation Department meet your needs and the needs of the members of your household,” 89% of the respondents gave the Department an overall grade of Average, Good or Excellent!

RATING	%
POOR	2%
FAIR	8%
AVERAGE	24%
GOOD	52%
EXCELLENT	13%

# Needs Assessment Survey Highlights, Continued

When asked “What would it take to raise your overall rating to at least “Good,” the top six (6) responses were:

- 1) **Improve Infrastructure for Bicyclists and Pedestrians**
- 2) **New, expanded, modern, multi-function, multi-purpose, and comprehensive Indoor Recreation Facility**
- 3) **Additional Public Restroom Facilities/Changing Facilities**

<b>RANKING</b>	<b>RESPONSE</b>
1	IMPROVED INFRASTRUCTURE
2	NEW INDOOR RECREATION FACILITY
3	ADDITIONAL PUBLIC RESTROOMS/CHANGING FACILITIES

# Needs Assessment Survey Highlights, Continued

When asked “What would it take to raise your overall rating to at least “Good,” the top six (6) responses were, continued:

- 4) **Swimming Pool**
- 5) **ADA and UD Compliance**
- 6) **Additional Water Access and Small Boat and Kayak Launches**

<b>RANKING</b>	<b>RESPONSE</b>
4	SWIMMING POOL
5	ADA AND UD COMPLIANCE
6	ADDITIONAL WATER ACCESS AND SMALL BOAT AND KAYAK LAUNCHES

# Needs Assessment Survey Highlights, Continued

When asked “If you could tell the Parks and Recreation Department ONE thing they need to do better, or ONE facility, area, or park they need to add,” the top eight (8) responses in priority order were:

- (1) New, Expanded, Modern, Multi-Function, Multi-Purpose, and Comprehensive Indoor Recreation Facility**
- (2) Improved Infrastructure for Bicyclists and Pedestrians Including Sidewalks, Bike Paths, Crosswalks, Lighted Pedestrian Crossings, Street Lights, Traffic Signals, and Regular Maintenance to Provide Bikers and Walkers a Safe Experience**
- (3) Swimming Pool**
- (4) Additional Public Restroom Facilities/Changing Facilities at Access Sites and Town Facilities, Areas, and Parks that are ADA Accessible/Compliant, and Available 24-Hours a Day, 7-Days a Week—the Restroom Facilities/Changing Facilities Should also Include a Wash-Off/Rinse-Off Station**
- (5) Additional Water Access and Small Boat and Kayak Launches**

# Needs Assessment Survey Highlights, Continued

- 6) For the Parks and Recreation Department to Provide Additional Programs, Services, Events, and Activities Before 9:00 AM and After 5:00 PM in Order to Accommodate Working Individuals**
- 7) For All Town Programs, Services, Events, Activities, Facilities, Areas, and Parks to be ADA Accessible/Compliant and Conform to Universal Design (UD) Standards and Guidelines**
- 8) For the Town to Address the Issue of the Speed Limits on all Town Streets and Roads**

# Needs Assessment Survey Highlights, Continued

When asked to “Please state any additional improvements/enhancements to current Parks and Recreation Department programs, services, events, activities, facilities, areas, and parks that would improve/enhance your overall parks and recreation experience,” the top nine (9) responses were:

- 1) **Improved Infrastructure for Bicyclists and Pedestrians Including Sidewalks, Bike Paths, Crosswalks, Lighted Pedestrian Crossings, Street Lights, Traffic Signals, and Regular Maintenance to Provide Bikers and Walkers a Safe Experience**
- 2) **New, Expanded, Modern, Multi-Function, Multi-Purpose, and Comprehensive Indoor Recreation Facility**
- 3) **Swimming Pool**
- 4) **Additional Public Restroom Facilities/Changing Facilities at Access Sites and Town Facilities, Areas, and Parks that are ADA Accessible/Compliant, and Available 24-Hours a Day, 7-Days a Week—the Restroom Facilities/Changing Facilities Should also Include a Wash-Off/Rinse-Off Station**

# Needs Assessment Survey Highlights, Continued

- 5) **For the Recreation Department to Provide Additional Programs, Services, Events, and Activities Before 9:00 AM and After 5:00 PM in Order to Accommodate Working Individuals**
- 6) **Additional Greenspace, Open Space, and Parks**
- 7) **Additional Water Access and Small Boat and Kayak Launches**
- 8) **For All Town Programs, Services, Events, Activities, Facilities, Areas, and Parks to be ADA Accessible/Compliant and Conform to Universal Design (UD) Standards and Guidelines**
- 9) **For the Town to Address the Issue of the Speed Limits on all Town Streets and Roads**

# KEY LAND ACQUISITION RECOMMENDATIONS (5) 2026-2031 FISCAL YEARS

## ACQUIRE LAND

- 1) Necessary for completion of the **Bike Movement System**
- 2) Necessary for completion of the **Recreation Center**
- 3) Necessary for completion of the **Pedestrian Movement System**
- 4) Necessary for completion of a **Neighborhood Park** at the west end of the island
- 5) Necessary for completion of a **Community Park** on the mainland

# **FACILITY, AREA, AND PARK DEVELOPMENT RECOMMENDATIONS (9) 2026-2031 FISCAL YEARS**

- 1) Adopt the “Town of Oak Island Bike Plan (2025)” and implement its recommendations**
- 2) Adopt the “Recreation & Community Centers Study (2025)” by HH Architecture and implement its recommendations**
- 3) Hire a Consulting Firm to develop a “Town of Oak Island Pedestrian Plan”, adopt the plan upon completion, and implement its recommendations**
- 4) Ensure ADA and Universal Design (UD) compliance for all Town programs, services, events, activities, facilities, areas, and parks**
- 5) Install appropriate facility, area, and park Identification and Directional Signage**

# **FACILITY, AREA, AND PARK DEVELOPMENT RECOMMENDATIONS, Continued 2026-2031 FISCAL YEARS**

- 6) Replace all rolling trash and recycling receptacles with permanent trash and recycling receptacles at all Town facilities, areas, and parks**
- 7) Install Wi-Fi capability in appropriate Town facilities, areas, and parks**
- 8) Assess Town street ends to determine feasibility to be converted into public recreational amenities**
- 9) Upgrade, expand, improve, and modernize existing Town Parks and Recreation Department facilities, areas, and parks**

# **KEY PROGRAM, SERVICE, EVENT, AND ACTIVITY DEVELOPMENT RECOMMENDATIONS (8) 2026-2031 FISCAL YEARS**

- 1) Provide Biking, Walking, Running, and Hiking Opportunities**
- 2) Provide Gardening Opportunities**
- 3) Provide Pickleball Clinics and Leagues for Youth and Adults**
- 4) Provide Cooking Opportunities**
- 5) Provide Birding Opportunities**
- 6) Provide Line Dancing Opportunities**
- 7) Provide Fitness Programs for Kids**
- 8) Provide Tennis Clinics and Leagues for Youth and Adults**

# **POLICY AND PROCEDURE RECOMMENDATIONS 2026-2031 FISCAL YEARS (11)**

- 1) Maintain Parks and Recreation Department Structure**
- 2) Adopt the “Town of Oak Island Bike Plan (2025)”**
- 3) Adopt the “Recreation & Community Centers Study” by HH Architecture**
- 4) Establish a Brunswick County Regional Parks and Recreation Task Force**
- 5) Expand and Enhance Partnerships**
- 6) American with ADA and UD Accessibility Compliance**
- 7) Town Street Ends Assessments**
- 8) Parks and Recreation Advisory Board Composition**
- 9) Establish a Facilities, Areas, and Parks Identification and Clarification Committee**
- 10) Expand and Enhance Publicity, Communication, and Marketing of Programs, Services, Events, Activities, Facilities, Areas, and Parks**
- 11) Certification of Parks and Playground Equipment/Playground Safety Standards (CPSI)**

# **PERSONNEL CONSIDERATIONS 2026-2031 FISCAL YEARS (7)**

## **1) Parks Maintenance Specialists**

**❖ 2025-2026 or 2026-2027 Fiscal Years**

## **2) Building Maintenance Specialists**

**❖ 2025-2026 or 2026-2027 Fiscal Years**

## **3) Education Director**

**❖ 2025-2026 or 2026-2027 Fiscal Years**

## **4) Rentals, Events, and Special Programs Coordinator**

**❖ 2026-2027 Fiscal Year**

# **PERSONNEL CONSIDERATIONS, Continued**

## **2026-2031 FISCAL YEARS**

### **5) Splash Pad Supervisors**

**❖ 2026-2027 Fiscal Year**

### **6) Administrative Assistant/Office Manager**

**❖ 2027-2028 Fiscal Year**

### **7) Oak Island Par 3 Superintendent**

**❖ 2026-2027 Fiscal Year**

# THE CITIZENS WANT

- 1. A Safe and Functional Bicycle Movement System and Infrastructure**
- 2. A Safe and Functional Pedestrian Movement System and Infrastructure**
- 3. A New, Expanded, Modern, Multi-Function, Multi-Purpose, and Comprehensive Indoor Recreation Center with a Swimming Pool**
- 4. Additional Public Restroom Facilities/Changing Facilities at Access Sites and Town Facilities, Areas, and Parks that are ADA Accessible/Compliant, and Available 24-Hours a Day, 7-Days a Week—the Restroom Facilities/Changing Facilities Should also Include a Wash-Off/Rinse-Off Station**
- 5. For All Town Programs, Services, Events, Activities, Facilities, Areas, and Parks to be Americans with Disabilities Act (ADA) Accessible and Compliant and Conform to Universal Design (UD) Standards and Guidelines**

# REMEMBER!!!!!!

The Town of Oak Island 2026-2031 Parks, Recreation and Open Space Master Plan is not a **Financial Document** but a **Planning Document**. Adoption of the Master Plan **DOES NOT** require or commit the Town to make any expenditures on Parks and Recreation Services. Adoption of the Master Plan gives the Parks and Recreation Department guidelines when making budget requests during the 2026-2031 Fiscal Years.

# THANK YOU!

DR JAMES HERSTINE PHD

PROFESSOR EMERITUS

RECREATION, SPORT LEADERSHIP AND  
TOURISM MANAGEMENT

UNIVERSITY OF NORTH CAROLINA—  
WILMINGTON

[herstinej@uncw.edu](mailto:herstinej@uncw.edu)

910.200.5005

**TOWN COUNCIL REGULAR  
MEETING  
AGENDA ITEM MEMO**

---

**SUBJECT:** 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

**DATE:** April 9, 2026

**DEPARTMENT:** Development Services

---

**Subject Summary:** Town staff has been working on a minimum housing case for a structure at 4919 East Beach Dr., specifically for violations of the Town's Minimum Housing Code: Section 8-169. The issues with the house that staff has documented are numerous, including failure to maintain heating facilities in safe and good working condition; failure to maintain electrical fixtures, equipment, and wiring in a state of good repair; the presence of unsafe structural elements including walls, piers, and structural supports; an unsafe roof, unsafe stairs incapable of supporting the load of normal use, and failure to maintain interior floors, walls, and partitions in sound condition and good repair, among others. Also, extensive water damage was observed in the interior of the home, the interior floors were described as soft, and a black and green sticky substance was observed throughout. The structure was described as uninhabitable by Town Emergency Services. A do not save/enter notice was posted on the structure by the Town Fire Department. The interior of the home was described as unsafe for occupation; respirators were recommended to be worn by first responders due to the “black sticky substance” throughout the home.

An administrative hearing was held on February 23, 2026. The property owners did not attend, nor did they contact Town staff. The Town has attempted multiple times to notify the property owners at the local address used for tax records as well as an out-of-town address. Notice of the hearing with staff was also advertised in *The State Port Pilot* and posted on the property with a sign visible from the street, as was notice of this item being on the April 14 agenda for approval of the proposed Ordinance. If the Ordinance is approved, the property owners will have 90 days to demolish and remove the structure. If the structure is not demolished and removed within 90 days, the Town can then proceed with abatement, the costs of which are to be liened against the property.

Staff recommends approval of the Ordinance Ordering Further Proceedings Under the Purpose of the Town of Oak Island Minimum Housing Code And G.S. § 160d Article 12 as presented.

**Attachments:**  
[4919\\_Ordinance \(1\).doc](#)

**Suggested Motion:** I make a motion to approve the Ordinance Ordering Further Proceedings Under The Purpose Of The Town Of Oak Island Minimum Housing Code And G.S. § 160d Article 12 as presented.

**Financial Impact Statement:** If the property owner does not demolish and remove the house, the Town may do so and place a lien on the property to recoup the cost for demolition and removal.

**Legal Review:** The Town Attorney assisted with preparing the Ordinance and has advised staff throughout the process.

**Follow up Action Needed:** If the Ordinance is approved, the Town will take additional action as described.

Return to:  
Michael J. Bowen  
The Brough Law Firm  
1829 E. Franklin St., Suite 800-A  
Chapel Hill, NC 27514

Owner(s): Ms. Sheila McParlin & Mr. John Sirois  
815 Shetland Place NW  
Concord, NC 28027

**AN ORDINANCE ORDERING FURTHER PROCEEDINGS UNDER THE PURPOSE  
OF THE TOWN OF OAK ISLAND MINIMUM HOUSING CODE AND G.S. § 160D  
ARTICLE 12.**

WHEREAS, there is an unoccupied property at 4919 E Beach Street, Oak Island, NC, identified by Parcel number 249DF0006, and on 13 January 2025, an initial inspection of the property was completed and the property was determined to be in violation of the Oak Island Code of Ordinances; and

WHEREAS, the property owners of record are Ms. Sheila McParlin & Mr. John Sirois of 815 Shetland Place NW, Concord, NC 28027, and due diligence by town staff and the town attorney has failed to yield additional contact information for the owners of the property; and

WHEREAS, the property owners were sent notices or citations to their last known address on 13 January 2025, 19 February 2025, 17 March 2025, and 10 April 2025; and

WHEREAS, a minimum housing hearing was duly noticed via publication, and then the minimum housing hearing was held on 23 February 2026, and in attendance were the Hearing Officer and Housing Inspector; and

WHEREAS, at the hearing, the Housing Inspector presented evidence of: the failure to maintain heating facilities in safe and good working condition; the failure to maintain electrical fixtures, equipment, and wiring in a state of good repair; the presence of unsafe structural elements including walls, piers, and structural supports; an unsafe roof which would allow for rain or other dampness in the walls or interior portion of the building; the failure to maintain two safe, unobstructed means of egress; the unsafe stairs incapable of supporting the load of normal use; the failure to maintain weathertight exterior doors and windows in sound working condition;

the failure to maintain glazed windows free of cracks or holes that allow the passage of air; the failure to maintain proper window sashes in good condition; and the failure to maintain interior floors, walls, and partitions in sound condition and good repair; and the Hearing Officer additionally found that there was extensive water damage in the interior of the dwelling, and it was accompanied by a black and green sticky substance throughout the dwelling; and

WHEREAS, the Hearing Officer determined that the dwelling was unfit for human habitation and could not be brought into compliance with code for less than 50% of the tax value of the dwelling, and therefore that the dwelling is dilapidated and suitable for removal or demolition; and

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Oak Island, North Carolina that:

1. By virtue of the authority granted by the Oak Island Code of Ordinances and by G.S. § 160D Article 12, the Town of Oak Island Housing Inspector is hereby ordered to issue an order to the property owners to remove and demolish the dwelling or improve it to comply with code within 90 days, after which the Town may effectuate the order and obtain a lien against the property for the costs thereof; and

2. Pending removal or demolition, the Housing Inspector shall place on the dwelling a notice stating: “This building is unfit for human habitation, the use or occupation of this building for human habitation is prohibited and unlawful”; and

3. This ordinance shall be recorded in the Brunswick County Registry and indexed in the name of the property owners in the grantor’s index.

Adopted this 14th day of April, 2026.

\_\_\_\_\_  
Mayor Chris Brown

ATTEST:

\_\_\_\_\_  
Lisa P. Stites, MMC  
Town Clerk