PROPOSED AGENDA
OAK ISLAND TOWN COUNCIL REGULAR MEETING
TUESDAY, OCTOBER 13, 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 two proposals (26-01451 & 26-01452) to rezone properties from General Use Rezoning CR - Commercial Recreation to CB - Commercial Business located at 801 and 705 Ocean Dr.

PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS

Presentation -- Update from Moffatt & Nichol

ADJUSTMENT/APPROVAL OF THE AGENDA

PUBLIC COMMENT - GENERAL TOPICS & AGENDA ITEMS *Please state your name and address before addressing Council. Observance of the 3-minute time limit for Public Comments as described in Rule 4 (b) and 24 (2) (a) of the Council Rules of Procedure is appreciated. Written comments are also appreciated and should be submitted to the Town Clerk to be recorded in their entirety in the official Minutes. These may be given to the clerk following comments or via e-mail to lstites@oakislandnc.gov.*

COUNCIL REPORTS (MAYOR AND COUNCIL)

I. CONSENT AGENDA

I.1 Approval of Minutes (9/8/2026 Regular Meeting)
090826Minutes

I.2 Consideration of Contract with Southern Corrosion for Water Tank Maintenance
SouthernCorrosionContract

I.3 Consideration of Amendment to Sec. 28-12. - Motorized recreational riding device or vehicles are prohibited on sidewalks and crossover walkways.
Sec28-12_enforcement

I.4 Consideration of a Contract Award for Replacement of the 31st Street Kayak Launch.
BidTab_2026KayakLaunch31st
Amendment 1 to Grant Contract No. 100736-000 (CW54312) - 100736-001

ITEMS REMOVED FROM CONSENT AGENDA, IF ANY

II. COMMITTEE APPOINTMENTS

II.1 Appointment to the Brunswick County Airport Commission
Terrance_Dunn

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

III.1 Quarterly Finance Report -- Finance Director Jodie Maynor

IV. OLD BUSINESS

V. NEW BUSINESS

V.1 Approval of Action to Transfer Minutes for the Town of Yaupon Beach to Archival Paper

CLOSED SESSION to Consult with the Town Attorney to Preserve the Attorney/Client Privilege and to Discuss Potential Land Acquisition Pursuant to N.C.G.S. 143-318.11(a)(3) and (5).

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 two proposals (26-01451 & 26-01452) to rezone properties from General Use Rezoning CR - Commercial Recreation to CB - Commercial Business located at 801 and 705 Ocean Dr.
DATE:	October 5, 2026
DEPARTMENT:	Development Services

Subject Summary: **OVERVIEW**

At the September 8, 2026, meeting, Town Council received an update from Staff regarding the status of the Town's General Use Rezoning application (CR to CB) for the properties located at 801 and 705 Ocean Drive.

Staff requested direction from Town Council regarding how to proceed with the rezoning application. Specifically, Staff asked whether Council wished to proceed with the General Use Rezoning request as originally directed or amend the application to a Conditional Zoning request, consistent with the discussion at the June Planning Board meeting.

Staff's presentation to Town Council outlined the primary differences between the two types of requests. A General Use Rezoning requires consideration of all uses permitted by right or by Special Use Permit within the proposed zoning district. Conditional Zoning allows the Board to specify permitted uses; however, under the local ordinance, it also requires a Master Development Plan prepared by a surveyor, architect, or engineer, as well as a public input meeting prior to review by the Planning Board and consideration by Town Council.

Town Council directed Staff to proceed with the General Use Rezoning application so that the cases could be considered at the October Council meeting.

Staff previously presented the General Use Rezoning application at the June 30, 2026, Planning Board meeting. The application was submitted and presented as a General Use Rezoning request.

The Planning Board voted to recommend denial of the General Use Rezoning request but continued discussion regarding other zoning alternatives, including Conditional Zoning and potential allowable uses.

Immediately following the meeting, Planning Staff sought guidance regarding how the Town wished to proceed —whether to continue with the General Use Rezoning request, pursue Conditional Zoning, or take no further action. As the applicant and owner of the subject parcels, the Town determines how it wishes to proceed with the application.

Prior to the September Town Council meeting, Planning Staff was directed to formally request guidance from Town Council.

At its September meeting, Town Council directed Staff to proceed with the request as a General Use Rezoning. Because the Planning Board has already heard the application and voted to recommend denial, the request will now proceed to Town Council for final consideration and decision.

Financial Impact Statement: N/A at this time.

Legal Review: Completed prior to the Planning Board discussion on this item.

AGENDA ITEM NO. I.1

TOWN COUNCIL REGULAR MEETING
AGENDA ITEM MEMO

SUBJECT:	Approval of Minutes (9/8/2026 Regular Meeting)
DATE:	October 5, 2026
DEPARTMENT:	Administration

Subject Summary: Approval of the Minutes of the September 8, 2026 Town Council meeting is recommended.

Attachments:
090826Minutes

Suggested Motion: I make a motion to approve the Minutes of the September 8, 2026 Town Council meeting as presented.

Financial Impact Statement: N/A

Legal Review: N/A

MINUTES
TOWN COUNCIL REGULAR MEETING
TUESDAY, SEPTEMBER 8, 2026 - 6:00 PM
COUNCIL CHAMBERS - OAK ISLAND TOWN HALL

Present: Mayor Chris Brown, Mayor Pro Tempore Bill Craft, Council members Tommy Brown, Chasey Bynum, Terri L. Cartner, and Bob Ciullo, Interim Town Manager Kent Jackson, Town Attorney 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 to the flag of the United States of America.

PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS

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

Bill Millard, member of the Parks & Recreation Advisory Board gave an update on Board activities, including placing three new beach toy boxes, welcoming two new youth members for the Board, and touring the Town's parks and preparing a list of recommendations for enhancements.

Mr. Millard also spoke about a proposed nature trail along the Davis Canal -- the Big Bend Trail, which would follow the south side of Davis Canal between 31st Street to SE 20th Street. He also gave a history of the creation of the canal. Mr. Millard said the trail would start near existing available parking at the Recreation Center. He said the first leg of the trail, near the 31st Street crossover could possibly be made ADA accessible. The land is owned by the State of North Carolina, and a lease proposal was approved August 4 by the Council of State. The length would be 4,000 feet and a 40-foot area for a viewing platform. The lease is for 20 years at $1/year. The lease has not been sent to the Town yet. Next steps include an Environmental Impact Assessment, CAMA approval, a safety and risk assessment, maintenance assessment, a financial assessment, and efforts to seek community support and engagement. He said that he hoped a trail capital campaign would supplement the Town's budgeted amount sufficiently for the project.

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

Sam Boswell, Transportation Planner with the Cape Fear Council of Governments and the Cape Fear Rural Planning Organization, spoke about the structure of the RPO and the prioritization process. The MPOs cover about 75 percent of the state's population while the RPOs cover about 75 percent of the geography. Mr. Boswell also spoke about projects in the area and their prioritization scores.

- US 17 / NC 211 interchange upgrade: Scores were average for congestion across all three tiers but scored poorly on benefit-cost due to the project's high expense.
- NC 211 widening (Midway/Middleton to Sunset Harbor Road): Showed a strong congestion score (77th percentile) but a weaker safety score, suggesting opportunities to revise the project design to improve competitiveness.
- NC 906 (Midway Road) improvements: Scored at the zero percentile for benefit-cost due to very high costs under current design, prompting staff to explore restructuring the project concept.
- Sidewalk on North Side of East Oak Island Drive (NE 56th to 65th St.): The 2nd highest-scoring bicycle/pedestrian project in Brunswick County; a relatively short and affordable segment, though with a lower accessibility/connectivity score.

DRAFT

- Widening of existing bike lanes along East Beach Drive: The 3rd highest-scoring bicycle/pedestrian project in Brunswick County; scores higher on accessibility/connectivity due to its wider span, but lower on cost-effectiveness due to greater expense.

Councilman Brown asked what the Council could do with this information, such as whether the Town wants to take on Yacht Drive projects or wait for the State to take action. Mr. Boswell said that this was not a fast-moving process. He said that projects can take at least five years to go through the process, and he would recommend seeking grants or other funding for projects important to the Town. He also said that if the Town was willing to overmatch a project, that would help improve a project's priority score.

Answering a question from Mayor Pro Tempore Craft, Mr. Boswell acknowledged that the Town had since constructed the sidewalk from 46th to 56th Street, and that the remaining segment (56th to 65th) was resubmitted in P8.0 as a sidewalk rather than a multiuse path. He noted that no overmatch from Oak Island was included in this round's scoring, something he indicated could be revisited in the next submittal cycle.

Councilmember Bob Ciullo asked about the NC 211 segment from Sunset Harbor Road to US 17, which falls within the GSATS planning area rather than the RPO. Mr. Boswell confirmed that GSATS submitted that segment separately and that it scored roughly comparable to the RPO's segment, with somewhat better benefit-cost and safety scores at the division tier.

Councilmember Ciullo also asked whether evacuation routes factor into safety scoring. Mr. Boswell said that they currently do not, but added that the topic has been discussed in relevant working groups, with the primary challenge being that evacuation needs are not uniform statewide.

In response to a question from Councilmember Ciullo regarding whether pursuing local funding for a greenway project would preclude RPO involvement, Mr. Boswell indicated both could potentially proceed in parallel, subject to eligibility verification.

Councilman Brown requested an update on the NC 211 widening and Midway overpass timeline. Chief Morris informally noted, with the caveat that it was not an official DOT statement, that the widening project between Midway and Southport was anticipated to be complete by July 2027. Mr. Boswell offered to follow up via email with the most current DOT project schedule.

Presentation -- Update on the No Wake Zone

Police Chief Charlie Morris gave an update on the No Wake Zone campaign, which started with a focus on safety on Yacht Drive. He spoke about the numbers of contacts officers made with people walking, LSV drivers, etc. Over the 101-day period, officers made 633 safety contacts, broken down as follows: 322 with pedestrians, 93 with bicyclists, 69 with LSV operators, 25 involving construction or oversized vehicles blocking the roadway, and 124 general citizen contacts. Chief Morris highlighted that 51 percent of all contacts were with pedestrians and noted that many individuals were unaware of basic rules such as walking against traffic. He also spoke about the accident reports from 2025 (8) and 2026 so far (6). He said that pedestrians represent a significant portion of roadway safety needs. The Department will continue with education and awareness efforts, though the signs will come up October 1. He also said the Town should continue to evaluate infrastructure improvements. The Chief also complimented citizen participation in the campaign as well.

Mayor Brown noted that an observable improvement in pedestrian behavior was evident within the first month of the initiative. Chief Morris credited the community's active participation and expressed appreciation for residents who served as informal ambassadors when officers were not present. He also said the Town should continue to evaluate infrastructure improvements. The Chief characterized the

DRAFT

campaign as having made a meaningful difference while acknowledging that it did not resolve all safety concerns on Yacht Drive.

ADJUSTMENT/APPROVAL OF THE AGENDA

Councilman Brown made a motion to approve the agenda as presented, Councilman Bynum seconded, and the motion passed unanimously.

PUBLIC COMMENT - GENERAL TOPICS & AGENDA ITEMS

Glenn Baker, 110 NE 16th Street: Mr. Baker said that he was advocating for public safety and on behalf of citizens who are on a fixed income. Mr. Baker said that instead of raising taxes on citizens, the Town should capture additional commercial taxes, such as taxes from unregistered occupation taxes, off-island vehicle rental delivery companies, and out-of-town beach equipment set-up companies.

COUNCIL REPORTS (MAYOR AND COUNCIL)

Councilman Brown thanked staff for their efforts on this past weekend's events. He said that their work makes residents' and tourists' lives better.

Councilman Cartner said that our new Town Manager would start September 28, but that tonight she wanted to thank Interim Town Manager Kent Jackson. She said he'd had some difficult decisions to make and that he had shown true leadership. She also thanked Town Attorney Lydia Lavelle and her associate Bob Hornik with the Brough Law Firm, saying that when they came on board, we were so far behind and they continued to do a lot of work on a daily basis. Councilman Cartner said that people continue to ask Council to vote against the Williamson Tract. She said at this point, Council's work was to approve a Development Agreement that would be in the best interest of the Town and its citizens.

Mayor Pro Tempore Craft also complimented the weekend events. He said that the Par 3 Advisory Committee reported that August revenue was down due to extreme heat, but that the greens had shown marked improvement following a two-month enhancement program. He also asked people to volunteer for the October 3 beach cleanup with the Beach Preservation Society. He also thanked Mr. Jackson for his work as Interim Town Manager.

Mayor Brown said that he'd attended the Fire Chiefs meeting with Chief Price, and said that it was great to see such a dedicated group of people.

Councilman Ciullo reiterated Councilman Cartner's comments about the Williamson Tract, reassuring constituents that the Council is working diligently with legal counsel to protect residents' interests and quality of life through the development agreement process, though a vote to reject the development outright is not within the Council's current authority.

Councilman Bynum said that the ABC Board would meet next week and discuss architect input on a land purchase decision.

I. CONSENT AGENDA

I.1 Approval of Minutes (Aug. 18, 2026 Public Hearing & Regular Meeting) (081826Minutes)

I.2 Adoption of a Resolution for the North Carolina Governor's Highway Safety Program (Resolution)

I.3 Consideration of a Resolution authorizing an application to the NC Division of Water Infrastructure and the associated funding assistance agreement. (Oak Island AIA Resolution_Draft.docx 2026 Funding Assistance_Oak Island.pdf)

DRAFT

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

II. COMMITTEE APPOINTMENTS

II.1 Appointment to the Parks and Recreation Advisory Board: **Council unanimously appointed Tripp Roakes to an unexpired term ending March 2027.**

II.2 Appointments to the Business Advisory Board: **Council unanimously re-appointed Lisa Fitzgerald (resident position), Ken Guhse, and Joe Yeager, and unanimously appointed Noah Rudolph, all to terms expiring September 2029.**

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

Mr. Jackson said that the Town had received the second FEMA reimbursement for Hurricane Matthew (2016) for $5.5 million. He said that Marines were doing some training that evening around the airport. He and Chief Morris attended a safety meeting, and he said that Chief Morris had been appointed to the Brunswick County Incident Management Team.

Mr. Jackson introduced Jodie Mayor, the Town's new Finance Director. Ms. Maynor briefly addressed the Council, expressing enthusiasm for the role and commitment to working with staff on the budget and municipal finances. She previously served with the Brunswick County School System and at Sunny Point.

The sixth edition of the Boards and Committees Handbook has been completed and confirmed as an accurate record of current practices. Staff are working on onboard training for new committee members and developing a process for quarterly meetings between the Mayor and advisory boards. Mr. Jackson floated the concept of occasional joint meetings among related boards, such as the Environmental Advisory Committee, Business Advisory Board, and Parks and Recreation Advisory Board, and invited Council feedback. Councilmember Cartner noted that the Business Advisory Board's chairman and vice chairman had expressed a similar desire to collaborate with other boards during a meeting earlier that day. Councilman Brown indicated he had been raising this concept at agenda meetings and saw natural opportunities for cross-board collaboration, citing examples such as the Business Advisory Board potentially helping Parks and Rec pursue funding for the Big Bend Trail.

The strategic plan is now publicly available on the Town's website under the Government/Administration tab. Staff have commenced the internal update process, meeting with department leadership since mid-August, with one department remaining. The public and Council participation phase of the update will be organized once the new Town Manager is on board.

Brunswick County moved to Stage 1 voluntary water restrictions the prior week.

The burn ban, in effect since July 13, remains in place.

A preliminary cost estimate for an additional canal crossover at SW 6th Street was completed earlier in the year, coming in at approximately $1,000,000 or more. Staff continues to monitor grant opportunities for fiscal year 2027 and will include the project in upcoming budget deliberations. Mayor Pro Tempore Craft noted that estimates had grown significantly from a $500,000 figure discussed two years prior. Councilman Brown confirmed the project had been explicitly referenced in the current strategic plan. Councilmember Ciullo noted the project had been discussed for possible inclusion in the FY 2027–28 budget. Mr. Jackson clarified that current pedestrian infrastructure priorities include traffic signal improvements on East Oak Island Drive and a future pedestrian crossing at 58th Street.

A Request for Qualifications (RFQ) for a design-build project for the Fire Department was issued in July with responses due September 15. Chief Price and Mr. Jackson will review proposals and anticipate making a design firm recommendation to Council in October.

DRAFT

The permit renewal application for the non-discharge mainland wastewater facility is complete and will be submitted to NCDQ for a new five-year extension. Mr. Jackson noted that the Par 3 course is included in the permit as a potential future location for reclaimed water irrigation.

Councilman Ciullo said that the Town has two lots for sale on Elizabeth Drive, and that based on the advice of the Town's real estate agent, they were not advertised on MLS, and he was concerned that would mean a lower sales price. He said he'd seen other towns advertising real estate and thought there was a way for Oak Island to do that as well. Mr. Jackson acknowledged the concern, noted that the Town Attorney is researching the issue, and indicated that the properties are currently advertised on LoopNet and at least one other platform. He committed to continuing to explore additional marketing avenues.

IV. OLD BUSINESS

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

Planning Manager Taylor Davis presented information on the possibility of rezoning the Town's property at the Pier and the 801 Event Center. Ms. Davis spoke about the differences between a General Use rezoning, which the Town Council originally directed staff to pursue but for which the Planning Board recommended denial, or Conditional Use zoning, which the Planning Board sought to pursue. Ms. Davis summarized the two pathways under consideration. A General-Use rezoning to the Community Business (CB) district would allow all Uses permitted By-Right or Special Use permit in that district, with no master development plan required as part of the rezoning process; the Board cannot limit approval to specific Uses. A Conditional-Use rezoning allows the Board to consider and limit approval to specific Uses proposed by the applicant, but requires a sealed master development plan and a separate public input meeting, resulting in costs estimated at approximately $15,000.

Councilman Brown said that he would not vote to sell, alter, or reduce protection of the Pier property, emphasizing his commitment to keeping it Town-owned and conserved. Mayor Brown and other members agreed. Councilman Brown asked whether the Town could create a new zone with specific uses for those properties, and Ms. Davis said that was possible. She said it would likely follow the same process as a rezoning.

Councilman Cartner expressed support for the straightforward General-Use CB rezoning, highlighting that under the current CR (Commercial Recreation) district, residential dwellings are permitted, a use the Council specifically sought to prevent on these parcels. Under CB zoning, residential uses are not permitted under any condition. She reviewed the CB versus CR Table of Uses and found relatively little practical difference once the Planning Board's prior exercise of converting certain permitted Uses to Special-Use designations was considered. Councilman Cartner expressed frustration that nearly six months had passed since the Council first discussed the rezoning in April, noting the Planning Board did not meet in July or August.

Councilmember Ciullo agreed with the CB General-Use approach and raised the urgency of moving forward, noting that the 801 Event Center has wedding and event bookings through October 2027, and delay reduces the window for any future disposition decisions. He reiterated that the primary concern driving the rezoning is preventing the construction of large residential homes on those parcels if they are ever sold. Councilmember Ciullo also emphasized that this discussion was limited to rezoning and that any future conversation about selling the properties should be taken up separately. Councilmember Brown ultimately concurred with the CB General-Use path, noting comfort with the By-Right uses permitted in CB and acknowledging that other mechanisms exist to shape any future sale or development. He

suggested the Council prioritize scheduling a formal discussion about the future of the 801 complex and pier property.

Councilmember Bynum referenced the cost difference between options, noting that a Conditional-Use rezoning would carry approximately $15,000 in costs while a General-Use rezoning involves no direct cost to the Town.

Answering a question from Mayor Pro Tempore Craft, Ms. Davis said the Town would have to hire a professional to design the master plan for the properties to utilize conditional zoning.

Staff confirmed that since the matter had already gone to the Planning Board, a General-Use CB rezoning could be brought directly back to the Town Council for a public hearing at the October meeting. Council consensus was to schedule the Public Hearing for October for the general rezoning to CB.

V. NEW BUSINESS

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

Ms. Davis introduced the item, saying the business owner is requesting a business license to operate a UTV rental business in town. The business proposes renting utility terrain vehicles (UTVs), commonly referred to as side-by-sides, with all vehicles stored off-site and delivered directly to customers. The business would operate seven days per week, 8 a.m. to 5 p.m., with a projected fleet of 5 to 10 vehicles, all to be registered in Oak Island. Ms. Davis noted that Town Code Section 10-35 requires any business proposing the operation of motorized recreational riding devices to be heard before the Council and approved at its discretion. She referenced N.C.G.S. § 20-121.1, which makes certain UTVs street-legal on roads with posted speed limits of 55 mph or less when equipped with the required safety equipment.

Applicant Dustin Owens answered questions from Council. Mayor Brown asked the applicant about the minimum age to operate, and Mr. Owens said it would be 25 (the same age required to rent). Mayor Brown also asked about the noise and if mufflers were on the vehicles. Mr. Owens said the decibel was about the same as a pickup truck. Answering a question from Mayor Pro Tempore Craft, Mr. Owens said the UTVs would be inspected every year, just like other vehicles.

Councilman Cartner asked Mr. Owens how he would ensure that no one younger than 25 drives the vehicle. Mr. Ownes said he would have a thorough contract and that if it were discovered that someone younger was driving the vehicle, the vehicle would be picked up. He also said that the vehicles would have trackers so they can monitor speeds, etc.

Councilman Ciullo asked about a statement in the contract about UTVs being safer than LSVs and asked if that was Mr. Owens' opinion or a fact. Mr. Owens spoke about the vehicles' design. Councilman Ciullo said that his research showed that the Consumer Product Safety Commission cited safety concerns and that UTVs were meant to be used off-road, not on asphalt. Councilman Ciullo said he was trying to figure out how approving this business license would be a benefit to the residents.

Chief Morris was asked his opinion on the safety of UTVs. He said that the UTV would be safer than an LSV because of the cage, but that it wouldn't be as safe as a standard vehicle. Answering a question from Council, Chief Morris said that he cannot over-regulate LSVs that are registered with a state license plate. Councilman Craft said this was much ado about nothing and that the applicant said he would comply with all the laws and regulations.

Councilman Cartner said she had heard from citizens asking her to not vote in favor of this because that there are people who own these on the island already and they are a nuisance. She said that she was tired

DRAFT

of itinerant businesses that don't benefit the citizens of Oak Island. Councilman Craft said that it would help the businesses already on the island.

Councilman Bynum said that people wouldn't come to Oak Island just to rent a side-by-side, but that they came for the beach, and this could capture some more tourism dollars. She said that he could also go across the bridge and still operate his business and the Town gets none of those dollars. She said the same people who complain about allowing a business like this also don't want their taxes increased.

Councilman Brown said that there was an ordinance that identifies this type of a business as bringing additional risk, and that this wasn't for Council to decide whether this was an activity they enjoy themselves but rather find ways to address the risks, and that there was an opportunity to add some conditions to approval.

Councilman Brown made a motion to approve with the following conditions: the vehicles continue to be stored off island; it's limited to 5 vehicles; all 5 vehicles are registered in Oak Island; must be 25 to rent and drive the vehicles; and, to the extent any of this is enforceable, use best efforts to fill up in town gas stations and utilize repair shops in town. Councilman Bynum seconded the motion. Councilman Brown also asked about the enforceability of such conditions; Ms. Davis confirmed that if conditions are placed on the license and the business fails to meet them, the license can be revoked, and the business license process would need to start over.

Councilman Ciullo said that earlier this year, the Town received a retail and service marketplace survey from the state, and he listed all the businesses lacking, saying that UTV rentals were not on that list. Mr. Owens said it was something new, and that people weren't yet aware of this.

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.

VI. ADJOURN

Councilman Bynum made a motion to adjourn at 8:16 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.

DRAFT

AGENDA ITEM NO. I.2

TOWN COUNCIL REGULAR MEETING
AGENDA ITEM MEMO

SUBJECT:	Consideration of Contract with Southern Corrosion for Water Tank Maintenance
DATE:	October 5, 2026
DEPARTMENT:	Utilities Department

Subject Summary: The Town has worked with Southern Corrosion for many years. Besides performing the needed physical maintenance of the Town's water towers, the company also provides an engineering review prior to equipment changes for the cell phone towers on top of the tanks, and does all the background checks and confirms certifications for anyone who will be working on the tanks. The company's proposal for an updated contract is attached for Council's consideration.

Attachments:
SouthernCorrosionContract

Suggested Motion: I make a motion to approve the contract with Southern Corrosion as presented and to authorize the Town Manager to execute the contract.

Financial Impact Statement: Water tank maintenance costs are included in the annual budget.

Legal Review: The Town Attorney has reviewed the contract.

SOUTHERN CORROSION
ENGINEERED TANK CARE

WATER TANK MANAGEMENT Schedule

Date: September 8, 2026
Customer: Town of Oak Island, NC
Tanks: 300,000 Gallon 56th Street Elevated Tank
300,000 Gallon Middleton Elevated Tank
75,000 Gallon Trott Street Elevated Tank
500,000 Gallon 31st Street Elevated Tank

YEAR 1 - 2026

300,000 Gallon 56th Street Elevated Tank

1. **Visual inspection and repairs uncovered through inspection.**

300,000 Gallon Middleton Elevated Tank

1. **Visual inspection and repairs uncovered through inspection.**

75,000 Gallon Trott Street Elevated Tank

1. **Visual inspection and repairs uncovered through inspection.**

500,000 Gallon 31st Street Elevated Tank

1. **Visual inspection and repairs uncovered through inspection.**
2. **Repaint Exterior:**
   a. Pressure wash all exterior surfaces using 4,000 psi hot water pressure washers.
   b. Clean all rusted surfaces using hand & power tools in accordance with SSPC surface preperation methods #2 & #3.
   c. Spot prime coat all bare metal surfaces using an epoxy-mastic applied at 2.5-3.5 mils dry film thickness.
   d. Apply a second prime coat to all primed areas using an epoxy-mastic applied at 2.5-3.5 mils dry film thickness.
   e. Apply a full finish coat of a polyurethane paint to all exterior surfaces at 2.0 – 3.0 mils dry film thickness.
3. **Wash-out & Touch-up Interior:**
   a. Wash-out interior to remove accumalted mud and sediment.
   b. Clean all rusted areas using power tools in accordance with SSPC surface preperation method #3.
   c. Apply a coat of Aquatapoxy A-6 epoxy to all bare metal surfaces at 8 mils dry film thickness.
   d. Steralize the interior using AWWA Disinfection Method #2, spray method.

YEAR 2 - 2027

300,000 Gallon 56th Street Elevated Tank

1. **Visual inspection and repairs uncovered through inspection.**

300,000 Gallon Middleton Elevated Tank

1. **Visual inspection and repairs uncovered through inspection.**
2. **Repaint Exterior:**
   a. Pressure wash all exterior surfaces using 4,000 psi hot water pressure washers.
   b. Clean all rusted surfaces using hand & power tools in accordance with SSPC surface preperation methods #2 & #3.
   c. Spot prime coat all bare metal surfaces using an epoxy-mastic applied at 2.5-3.5 mils dry film thickness.
   d. Apply a second prime coat to all primed areas using an epoxy-mastic applied at 2.5-3.5 mils dry film thickness.
   e. Apply a full finish coat of a polyurethane paint to all exterior surfaces at 2.0-3.0 mils dry film thickness.
   f. Apply the exisiting logo as it currently appears.
3. **Wash-out & Touch-up Interior:**
   a. Wash-out interior to remove accumalted mud and sediment.
   b. Clean all rusted areas using power tools in accordance with SSPC surface preperation method #3.
   c. Apply a coat of Aquatapoxy A-6 epoxy to all bare metal surfaces at 8 mils dry film thickness.
   d. Steralize the interior using AWWA Disinfection Method #2, spray method.

75,000 Gallon Trott Street Elevated Tank

1. **Visual inspection and repairs uncovered through inspection.**

500,000 Gallon 31st Street Elevated Tank

1. **Visual inspection and repairs uncovered through inspection.**

YEAR 3 - 2028

300,000 Gallon 56th Street Elevated Tank

1. **Visual inspection and repairs uncovered through inspection.**

300,000 Gallon Middleton Elevated Tank

1. **Visual inspection and repairs uncovered through inspection.**

75,000 Gallon Trott Street Elevated Tank

1. **Visual inspection and repairs uncovered through inspection.**

500,000 Gallon 31st Street Elevated Tank

1. Visual inspection and repairs uncovered through inspection.

YEAR 4 - 2029

300,000 Gallon 56th Street Elevated Tank

1. Visual inspection and repairs uncovered through inspection.

2. Repaint Exterior:

a. Pressure wash all exterior surfaces using 4,000 psi hot water pressure washers.

b. Clean all rusted surfaces using hand & power tools in accordance with SSPC surface preperation methods #2 & #3.

c. Spot prime coat all bare metal surfaces using an epoxy-mastic applied at 2.5-3.5 mils dry film thickness.

d. Apply a second prime coat to all primed areas using an epoxy-mastic applied at 2.5-3.5 mils dry film thickness.

e. Apply a full finish coat of a polyurethane paint to all exterior surfaces at 2.0-3.0 mils dry film thickness.

f. Apply the exisiting logo as it currently appears.

3. Wash-out & Touch-up Interior:

a. Wash-out interior to remove accumalted mud and sediment.

b. Clean all rusted areas using power tools in accordance with SSPC surface preperation method #3.

c. Apply a coat of Aquatapoxy A-6 epoxy to all bare metal surfaces at 8 mils dry film thickness.

d. Steralize the interior using AWWA Disinfection Method #2, spray method.

300,000 Gallon Middleton Elevated Tank

1. Visual inspection and repairs uncovered through inspection.

75,000 Gallon Trott Street Elevated Tank

1. Visual inspection and repairs uncovered through inspection.

500,000 Gallon 31st Street Elevated Tank

1. Visual inspection and repairs uncovered through inspection.

YEAR 5 - 2030

300,000 Gallon 56th Street Elevated Tank

1. Visual inspection and repairs uncovered through inspection.

300,000 Gallon Middleton Elevated Tank

1. Visual inspection and repairs uncovered through inspection.

75,000 Gallon Trott Street Elevated Tank

1. **Visual inspection and repairs uncovered through inspection.**
2. **Repaint Exterior:**
   a. Pressure wash all exterior surfaces using 4,000 psi hot water pressure washers.
   b. Clean all rusted surfaces using hand & power tools in accordance with SSPC surface preperation methods #2 & #3.
   c. Spot prime coat all bare metal surfaces using an epoxy-mastic applied at 2.5-3.5 mils dry film thickness.
   d. Apply a second prime coat to all primed areas using an epoxy-mastic applied at 2.5-3.5 mils dry film thickness.
   e. Apply a full finish coat of a polyurethane paint to all exterior surfaces at 2.0-3.0 mils dry film thickness.
   f. Apply the exisiting logo as it currently appears.
3. **Wash-out & Touch-up Interior:**
   a. Wash-out interior to remove accumalted mud and sediment.
   b. Clean all rusted areas using power tools in accordance with SSPC surface preperation method #3.
   c. Apply a coat of Aquatapoxy A-6 epoxy to all bare metal surfaces at 8 mils dry film thickness.
   d. Steralize the interior using AWWA Disinfection Method #2, spray method.

500,000 Gallon 31st Street Elevated Tank

1. **Visual inspection and repairs uncovered through inspection.**

YEAR 6 - 2030

300,000 Gallon 56th Street Elevated Tank

1. **Visual inspection and repairs uncovered through inspection.**

300,000 Gallon Middleton Elevated Tank

1. **Visual inspection and repairs uncovered through inspection.**

75,000 Gallon Trott Street Elevated Tank

1. **Visual inspection and repairs uncovered through inspection.**

500,000 Gallon 31st Street Elevated Tank

1. **Visual inspection and repairs uncovered through inspection.**
2. **Repaint Exterior:**
   a. Pressure wash all exterior surfaces using 4,000 psi hot water pressure washers.
   b. Clean all rusted surfaces using hand & power tools in accordance with SSPC surface preperation methods #2 & #3.
   c. Spot prime coat all bare metal surfaces using an epoxy-mastic applied at 2.5-3.5 mils dry film thickness.
   d. Apply a second prime coat to all primed areas using an epoxy-mastic applied at 2.5-3.5 mils dry film thickness.

e. Apply a full finish coat of a polyurethane paint to all exterior surfaces at 2.0 – 3.0 mils dry film thickness.

3. Wash-out & Touch-up Interior:

a. Wash-out interior to remove accumalted mud and sediment.
b. Clean all rusted areas using power tools in accordance with SSPC surface preperation method #3.
c. Apply a coat of Aquatapoxy A-6 epoxy to all bare metal surfaces at 8 mils dry film thickness.
d. Steralize the interior using AWWA Disinfection Method #2, spray method.

YEAR 7 - 2031

300,000 Gallon 56th Street Elevated Tank

1. Visual inspection and repairs uncovered through inspection.

300,000 Gallon Middleton Elevated Tank

1. Visual inspection and repairs uncovered through inspection.

2. Repaint Exterior:

a. Pressure wash all exterior surfaces using 4,000 psi hot water pressure washers.
b. Clean all rusted surfaces using hand & power tools in accordance with SSPC surface preperation methods #2 & #3.
c. Spot prime coat all bare metal surfaces using an epoxy-mastic applied at 2.5-3.5 mils dry film thickness.
d. Apply a second prime coat to all primed areas using an epoxy-mastic applied at 2.5-3.5 mils dry film thickness.
e. Apply a full finish coat of a polyurethane paint to all exterior surfaces at 2.0-3.0 mils dry film thickness.
f. Apply the exisiting logo as it currently appears.

3. Wash-out & Touch-up Interior:

a. Wash-out interior to remove accumalted mud and sediment.
b. Clean all rusted areas using power tools in accordance with SSPC surface preperation method #3.
c. Apply a coat of Aquatapoxy A-6 epoxy to all bare metal surfaces at 8 mils dry film thickness.
d. Steralize the interior using AWWA Disinfection Method #2, spray method.

75,000 Gallon Trott Street Elevated Tank

1. Visual inspection and repairs uncovered through inspection.

500,000 Gallon 31st Street Elevated Tank

1. Visual inspection and repairs uncovered through inspection.

YEAR 8 - 2032

300,000 Gallon 56th Street Elevated Tank

1. **Visual inspection and repairs uncovered through inspection.**

300,000 Gallon Middleton Elevated Tank

1. **Visual inspection and repairs uncovered through inspection.**

75,000 Gallon Trott Street Elevated Tank

1. **Visual inspection and repairs uncovered through inspection.**

500,000 Gallon 31st Street Elevated Tank

1. **Visual inspection and repairs uncovered through inspection.**

YEAR 9 - 2033

300,000 Gallon 56th Street Elevated Tank

1. **Visual inspection and repairs uncovered through inspection.**
2. **Repaint Exterior:**
   a. Pressure wash all exterior surfaces using 4,000 psi hot water pressure washers.
   b. Clean all rusted surfaces using hand & power tools in accordance with SSPC surface preperation methods #2 & #3.
   c. Spot prime coat all bare metal surfaces using an epoxy-mastic applied at 2.5-3.5 mils dry film thickness.
   d. Apply a second prime coat to all primed areas using an epoxy-mastic applied at 2.5-3.5 mils dry film thickness.
   e. Apply a full finish coat of a polyurethane paint to all exterior surfaces at 2.0-3.0 mils dry film thickness.
   f. Apply the exisiting logo as it currently appears.
3. **Wash-out & Touch-up Interior:**
   a. Wash-out interior to remove accumalted mud and sediment.
   b. Clean all rusted areas using power tools in accordance with SSPC surface preperation method #3.
   c. Apply a coat of Aquatapoxy A-6 epoxy to all bare metal surfaces at 8 mils dry film thickness.
   d. Steralize the interior using AWWA Disinfection Method #2, spray method.

300,000 Gallon Middleton Elevated Tank

1. **Visual inspection and repairs uncovered through inspection.**

75,000 Gallon Trott Street Elevated Tank

1. **Visual inspection and repairs uncovered through inspection.**

500,000 Gallon 31st Street Elevated Tank

1. Visual inspection and repairs uncovered through inspection.

YEAR 10 - 2034

300,000 Gallon 56th Street Elevated Tank

1. Visual inspection and repairs uncovered through inspection.

300,000 Gallon Middleton Elevated Tank

1. Visual inspection and repairs uncovered through inspection.

75,000 Gallon Trott Street Elevated Tank

1. Visual inspection and repairs uncovered through inspection.

2. Repaint Exterior:

a. Pressure wash all exterior surfaces using 4,000 psi hot water pressure washers.
b. Clean all rusted surfaces using hand & power tools in accordance with SSPC surface preperation methods #2 & #3.
c. Spot prime coat all bare metal surfaces using an epoxy-mastic applied at 2.5-3.5 mils dry film thickness.
d. Apply a second prime coat to all primed areas using an epoxy-mastic applied at 2.5-3.5 mils dry film thickness.
e. Apply a full finish coat of a polyurethane paint to all exterior surfaces at 2.0-3.0 mils dry film thickness.
f. Apply the exisiting logo as it currently appears.

3. Wash-out & Touch-up Interior:

a. Wash-out interior to remove accumalted mud and sediment.
b. Clean all rusted areas using power tools in accordance with SSPC surface preperation method #3.
c. Apply a coat of Aquatapoxy A-6 epoxy to all bare metal surfaces at 8 mils dry film thickness.
d. Steralize the interior using AWWA Disinfection Method #2, spray method.

500,000 Gallon 31st Street Elevated Tank

2. Visual inspection and repairs uncovered through inspection.

PRICING & TERMS

Necessary repair of any coatings or appurtenances noted during our inspections will be added to our service schedule at no additional cost. These necessary repairs include paint failed areas and areas of corrosion. If the coating is continuing to protect the steel from corrosion, paint repair is not necessary. The definition of paint failure does not include loss of gloss, color fading, mildew, discoloration, or any other defects that are aesthetic

Emergency service will apply during the entire ten-year period. We will guarantee a 24-hour response time. Corrective maintenance noted during our inspections will be added to our schedule at no added expense. Our annual premium for the first year of the service is **$105,630.00**. All subsequent year premiums will be the total of the immediate prior year' s premium amount plus the % change in the CPI (Consumer Price Index) for that previous year (ie. Year 2 premium equals Year 1 premium plus the % change in the CPI for Year 1).

Because the value of the work performed in the the early years of the service exceeds the value of the the annual premiums revcieved for those years, the following additional payments will be due should years two through ten be canceled:

If the 2nd Year of the service is cancelled, an additional payment of $53,825.00 will be due with the notice of cancellation.

If the 3rd Year of the service is cancelled, an additional payment of $88,832.00 will be due with the notice of cancellation.

If the 4th Year of the service is cancelled, an additional payment of $0.00 will be due with the notice of cancellation.

If the 5th Year of the service is cancelled, an additional payment of $24,676,000.00 will be due with the notice of cancellation.

If the 6th Year of the service is cancelled, an additional payment of $0.00 will be due with the notice of cancellation.

If the 7th Year of the service is cancelled, an additional payment of $53,701.00 will be due with the notice of cancellation.

If the 8th Year of the service is cancelled, an additional payment of $88,702.00 will be due with the notice of cancellation.

If the 9th Year of the service is cancelled, an additional payment of $0.00 will be due with the notice of cancellation.

If the 10th Year of the service is cancelled, an additional payment of $24,536.00 will be due with the notice of cancellation.

THIS PRICE IS FIRM FOR 30 DAYS.

Each year represents a 12-month period beginning with the effective date of the contract, rather than the actual calendar year. The Owner will be given the opportunity to schedule the yearly work at any time during the 12-month period that represents the contract term. The annual premium is due within 30 days of the contract date. Payment can be made monthly, quarterly, semi-annually, or annually.

SOUTHERN CORROSION
ENGINEERED TANK CARE

ENGINEERED TANK CARE Agreement

This Agreement made and entered into as of the Effective Date:_____ , by and between SOUTHERN CORROSION, INC., a North Carolina corporation, having its principle office at 524 NC Hwy 125, Roanoke Rapids, North Carolina, (hereinafter referred to as "Southern Corrosion") and the **Town of Oak Island, NC** (hereinafter referred to as the "Owner"):

WITNESSETH

The Owner desires that Southern Corrosion perform certain maintenance service on the water tanks known as **the 300,000 Gallon 56th Street Elevated Tank, the 300,000 Gallon Middleton Elevated Tank, the 75,000 Gallon Trott Street Elevated Tank, and the 500,000 Gallon 31st Street Elevated Tank.** as described in the proposal which is attached hereto and by reference made a part here of (the "Maintenance Services"); and Southern Corrosion desires to perform such Maintenance Services described in said proposal selected by the Owner upon the terms and conditions set forth in this Agreement.

Now, therefore, in consideration of the mutual promises and covenants set forth herein the parties hereto agree as follow:

1. **DEFINITIONS.** For the purposes of this Agreement, the following definitions apply:

   a. "Effective date" shall mean the date on which this Agreement, executed by the Owner, is accepted by Southern Corrosion by the execution thereof by its appropriate corporate officers at its principal office.

2. **TERMS OF MANAGEMENT AGREEMENT.** The initial term of this Agreement shall be for a period of twelve (12) months commencing on the Effective Date, unless otherwise terminated or canceled as provided in Paragraph 7. The initial term shall be automatically extended **nine (9)** successive additional periods of twelve (12) months each unless the Owner notifies Southern Corrosion in writing sixty (60) days prior to the expiration of the then existing term that it does not extend this Agreement.

3. **PERFORMANCE OF MAINTENANCE SERVICES.** Southern Corrosion shall perform the Maintenance Services selected by the Owner and described in proposal attached hereto and by reference made a part hereof.

4. **CHARGES.** The Owner shall pay Southern Corrosion charges for Maintenance Services selected by Owner as set forth on the proposal attached hereto and by reference made a part hereof. All charges shall be due and payable upon receipt of Southern Corrosion's invoice therefor.

5. **REPRESENTATIONS BY THE OWNER.** The Owner hereby makes the following representations and warranties:

   a. The Owner has full power and lawful authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby. This Agreement constitutes the valid obligation of the Owner legally binding upon the Owner and enforceable against the Owner in accordance with its terms.

6. **REPRESENTATIONS BY SOUTHERN CORROSION.** Southern Corrosion represents and warrants to Owner all of which represents and warranties that:

   a. That Southern Corrosion is fully authorized to enter into this Management Agreement. Southern Corrosion has full corporate power and lawful authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby. This Agreement constitutes the valid obligation of Southern Corrosion legally binding upon Southern Corrosion and enforceable against Southern Corrosion in accordance with its terms.

7. **TERMINATION/CANCELLATION.** This Agreement may be terminated/canceled by Southern Corrosion if Owner is in default of any provision hereof and such default has not been cured within twenty (20) days after notice of default is given to Owner or Owner becomes insolvent or seeks protection voluntarily or involuntarily under any Bankruptcy Law.

   a. In the event of any termination/cancellation of this Agreement, Southern Corrosion may (1) declare all amounts owed to Southern Corrosion to be immediately due and payable, (2) cease performance of all Maintenance Service hereunder without liability to Owner.

   b. In the event of default hereunder, Owner agrees to pay interest at the highest legal rate on all sums due under the Agreement and all costs of collection including a reasonable attorney's fee of fifteen percent(15%) of said amount due Southern Corrosion.

   c. The foregoing rights and remedies shall be cumulative and in addition to all other rights and remedies available in law or in equity to Southern Corrosion.

8. **LIMITATION OF LIABILITY.** In no event shall Southern Corrosion be liable to Owner for indirect, special or consequential damages or lost profits arising out of or related to this Management Agreement of the performance or breach thereof even if Southern Corrosion has been advised of the possibility thereof. Southern Corrosion's liability to Owner hereunder if any, shall in no event exceed the total of the amounts Owner has paid Southern Corrosion hereunder.

9. **EXCUSABLE DELAY.** Southern Corrosion shall not be liable for any delays or failure in performance of Maintenance Services hereunder if such delays or failures are due to strikes, inclement weather, acts of god or other causes beyond Southern Corrosion’s reasonable control.

10. REGULATIONS. Performance of the Maintenance Services is predicated on work practices, methods, and procedures legal as of the effective date. Subsequently enacted regulations that effect or alter Southern Corrosion's work practices, methods, and procedures, to perform, or add additional burdens to performance, will be grounds for renegotiating the amount of payment originally agreed upon.

11. GENERAL.

a. Notices. Notice of the breach of any covenant, warranty or other provision of the Agreement and all communications and notices provided for in this Agreement shall be deemed given when in writing, addressed to the parties at the addresses set forth below, and deposited, certified mail, postage prepaid in the United States mail:

Owner:
Town of Oak Island
4601 E. Island Drive
Oak Island, NC 28465

Southern Corrosion Inc.
524 NC Hwy 125
Roanoke Rapids, NC 27870

b. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent by either party shall not be unreasonably withheld.

c. Governing Law. This Agreement shall be construed in accordance with the laws of the State of **North Carolina.**

d. Entire Agreement. This Agreement is an integrated document and contains the entire agreement between the parties. No modifications, extensions, or waiver of this Agreement or any of the provisions hereof, nor any representation, promise or condition relating to the Agreement shall be binding upon the parties hereto unless made in writing and signed by the parties hereto.

e. Binding effects. The provisions of this Agreement shall bind and insure to the benefit of Southern Corrosion and the Owner, and their successors, legal representatives and assigns.

IN WITNESS WHEREOF the parties have hereto executed this Agreement in the manner provided by Law, this the day and year first above written.

ATTEST:

_____
Asst. Secretary

(Corporate Seal)

SOUTHERN CORROSION, INC.

BY: _____
President

ATTEST:

_____

TOWN OF OAK ISLAND, NC

BY: _____

AGENDA ITEM NO. I.3

TOWN COUNCIL REGULAR MEETING
AGENDA ITEM MEMO

SUBJECT:	Consideration of Amendment to Sec. 28-12. - *Motorized recreational riding device or vehicles are prohibited on sidewalks and crossover walkways.*
DATE:	October 6, 2026
DEPARTMENT:	Police

Subject Summary: There have been several changes in State law recently regarding the regulation of e-bicycles. The Oak Island Police Department has been reviewing its policies and enforcement procedures, and determined that an amendment to the Town's ordinances to specifically state that e-bicycle violations will be punishable with an infraction (processed by the court system) is necessary.

Attachments:
Sec28-12_enforcement

Financial Impact Statement: N/A

Legal Review: The proposed amendment was recommended by legal counsel.

The Town of Oak Island Code of Ordinance is hereby amended as follows:

Sec. 28-12. - Motorized recreational riding devices or vehicles are prohibited on sidewalks and crossover walkways.

(a) No person shall operate any motorized recreational riding device or any other type of electric or motorized vehicle on any sidewalk within town limits or the crossover walkways (SE 9th , SE 20th and SE 30th streets). Exceptions: Town-approved mobility-assistance devices, and police cars, fire trucks, emergency rescue equipment or other official vehicles in the performance of official duties.

(b) Criminal. In accordance with NCGS 14-4(b), SL 2021-138 (effective December 1, 2021), violation of a town ordinance regulating the operation of a vehicle is an infraction and may carry a maximum fine of $50.00.

(Amend. of 1-11-2021(2))

Adopted this the 13th day of October, 2026.

_____
Chris Brown, Mayor

Attested: _____
Lisa P. Stites, MMC
Town Clerk

AGENDA ITEM NO. I.4

TOWN COUNCIL REGULAR MEETING
AGENDA ITEM MEMO

SUBJECT:	Consideration of a Contract Award for Replacement of the 31st Street Kayak Launch.
DATE:	October 9, 2026
DEPARTMENT:	Administration

Subject Summary: In 2024-2025 the town secured a partial grant from NCDEQ's Beach and Waterfront Access Program for the replacement of the 31st Street Kayak Launch Pad. Subsequently the project lingered due to staff transitions. In 2026-27 staff secured additional grant funding resulting in a fully funded project of $154,550.50. The amended total project cost is comprised of $115, 913 in grant funds and $38,637.50 in Town matching funds. On September 21, 2026, the Town received bids for the construction services and Evans & Sons Contracting was determined to be the lowest responsive and responsible bidder. The bid summary is attached.

Attachments:
BidTab_2026KayakLaunch31st
Amendment 1 to Grant Contract No. 100736-000 (CW54312) - 100736-001

Recommendation/Action Needed: Approve the contract award and authorize the town manager to sign.

Suggested Motion: Motion to award a construction contract to Evans & Sons Contracting, Inc. in the amount of $144,710 and to authorize the Town Manager to execute the contract.

Financial Impact Statement: The required Town cash match is $38,637.50.

Legal Review: The Town Attorney will review the proposed construction services contract prior to signature by the Town Manager.

Follow up Action Needed: A budget amendment is needed to recognize the additional grant fund revenue.

Certified Bid Tab

September 25, 2026

Project: Oak Island Kayak Launch

Stature Project Number: 25010B

Bid Date 9/21/2026 5:00 PM

Contractor	License #	Bid Bond	Base Bid	Add Alt 1	Add/ Alt 2	Schedule	Base Bid and Add Alternate Total Bid
Evans & sons Contracting Inc. 8114 Shinn Point Rd. Wilmington, NC 28409	NC79103	N/A	$120,525.00	$5,000.00	$19,185.00	**Start:** Within 30 Days of NTP **Complete:** Within 60 Days of NTP	$144,710.00 - Base Bid: Remove/dispose existing kayak launch and gangway and install new kayak launch with 16' aluminum gangway. - Add Alternate 1: Payment and performance bond. - Add Alternate 2: Remove section of existing timber pier and install 32' gangway.
Intercoastal Marine, LLC. 6101 Diamond Shamrock Rd. Castle Hayne, NC 28429	NC74488	N/A	$177,383.51	$1,775.00	$20,928.02	**Start:** N/A **Complete:** N/A	$200,086.53 - Base Bid: Remove/dispose existing kayak launch and gangway and install new kayak launch with 16' aluminum gangway. - Add Alternate 1: Payment and performance bond. - Add Alternate 2: Remove section of existing timber pier and install 32' gangway.
McPherson Marine Services	Did not provide a proposal						
Snow Marine Construction and Dredging, Inc.	Did not provide a proposal						
TD Eure Marine Construction	Did not provide a proposal						

This bid tab appears to be accurate.

E.B. Pannkuk, P.E.

INVITATION TO BID

KAYAK LAUNCH REPLACEMENT
SE 31ST STREET
OAK ISLAND, NC 28465

The Town of Oak Island invites you to submit a bid to perform the work requests in the Construction Documents for this project.

BID DATE: September 21, 2026

BID LOCATION: (Closed Bid)
Stature Engineering, P.C.
PO Box 100
Wallace, NC 28466
P: (910) 665-1020

BID FORM: Attached

PRE-BID VISIT: It is required that Bidders attend a mandatory pre-bid meeting prior to submitting a bid. By submitting a bid, Bidders confirm that they are thoroughly familiar with the nature and scope of the Work.

INSTRUCTIONS TO BIDDERS: EJCDC C-520 Agreement Stipulated Price 2018.

CONTRACT FORM: EJCDC C-520 Agreement Stipulated Price 2018 will be used.

PERFORMANCE AND PAYMENT BOND: Contractor must submit performance and payment bond as an owner option.

CONSTRUCTION SCHEDULE: Bidder to submit with bid days required after NTP to commence and complete construction.

BASE BID: See Bid Form and Bid Documents.

BID SUBMISSION BY E-MAIL: Is permitted prior to the bid opening time.

Sincerely,

E.B. Pannkuk, PE, SECB

BID FORM

KAYAK LAUNCH REPLACEMENT
SE 31ST STREET
OAK ISLAND, NC 28465

5 pages

TO: The Town of Oak Island
4601 E. Oak Island Drive
Oak Island, NC 28465

E-mail for to Support@StatureEngineering.com
Contact: E.B. Pannkuk w/ questions (910) 665-1020

FROM: Evans & Sons Contracting Inc. Bidder

814 Shinn Point Rd. Address

Wilmington NC 28409

FOR: Kayak Launch Replacement Project, Oak Island, NC

The undersigned, having visited the site as described in the Invitation to Bid and having familiarized themselves with local conditions affecting the cost of the work and with all requirements of the Contract Documents as prepared by engineer and architect to said documents hereby proposes to furnish all things as required by Project Contract Documents in the following amounts:

GENERAL CONTRACT:

BASE BID

1. Perform the existing kayak removal and replacement work identified in the Bid Documents including: S1, S2, and S3 dated August 24, 2026.
2. The base bid includes all material, installation, supervision, safety, taxes, all requirements to complete the project in full.
3. Performance and payment bond must be offered as an add alternate.
4. The base bid includes the following identified scopes of work:
   - Remove existing kayak launch and gangway. Contractor is responsible to properly dispose of all removed items.
   - Install new kayak launch and new 16' long aluminum gangway (see option 1).

BASE BID: One Hundred Twenty Thousand Five Hundred Twenty Five Dollars

$ 120,525.00

GENERAL CONDITIONS

1. Safety is the contractor's sole responsibility. Safety is the most important aspect of this project.

2. Construction site must be cleaned with all trash being located in a contractor provided dumpster daily.
3. Contractor provided porta johns must be serviced weekly.
4. The contractor must have a contractor employee supervisor on site at all times.
5. The contractor must have Long Shoreman's Insurance for the duration of this contract.

ADD ALTERNATE

Add Alternate 1. Provide Payment and Performance Bonds.

Five Thousand _____ Dollars Lump Sum

$ 5,000.00 _____ Dollars Total.

Add Alternate Item 2. After removing existing kayak launch and gangway, remove identified section of existing timber pier. Perform timber pier reinforcing (see 4/S2), install new kayak and new 32' long aluminum gangway (see option 2).

Nineteen Thousand One Hundred Eighty Five Dollars Lump Sum.

19,185.00 _____ Dollars Total.

MAJOR SUBCONTRACTORS / VENDORS / EQUIPMENT RENTAL: (List the subcontractors and vendors you agree to use if awarded the contract).

Subcontractors: N/A Vendor - Bellingham Marine

TIME OF COMPLETION: If awarded this contract, the undersigned will:

- Start work within 30 calendar days from the date of Notice To Proceed (NTP).
- Provide a construction schedulep within 14 calendar days from the date of NTP.
- Complete the Base Bid work within 60 calendar days of NTP.

ADDENDUM RECEIPT:

Receipt of the following Addenda to the Contract are acknowledged:

Addendum #1 _____ Dated _____

Addendum #2 _____ Dated _____

BID ACCEPTANCE:

If written notice of acceptance of this Bid is mailed, faxed, emailed, or delivered to the Undersigned within 7 calendar days after the Bid opening date, the undersigned will, within seven (7) calendar days thereafter execute and deliver EJCDC C-520 Agreement in accordance with the Specifications and Bid as accepted. The Undersigned hereby designates as his office to which such notice of acceptance may be mailed or delivered.

NAME OF BIDDER: Evans & Sons Contracting Inc.

BIDDER: Individual (___) Corporation (X)
Partnership (___) 'X' Appropriate box

BIDDER'S ADDRESS: 814 Shinn Point Rd.
Wilmington NC 28409

PARTNERS NAMES IF PARTNERSHIP:

Organized under the laws of the State of: NC

Name and Home address of the President or Principal Partner:

Melissa Evans
814 Shinn Point Rd Wilm. NC 28409

Signed: Melissa Evans

By: Melissa Evans

Title: President

State License Number: 79103

Date: 9-19-26

Corporate Seal:

End of Bid Form 4 pages.

EVANS & SONS CONTRACTING INC CORPORATE SEAL 2017 NORTH CAROLINA

BID FORM

KAYAK LAUNCH REPLACEMENT
SE 31ST STREET
OAK ISLAND, NC 28465

5 pages

TO: The Town of Oak Island
4601 E. Oak Island Drive
Oak Island, NC 28465

E-mail for to Support@StatureEngineering.com
Contact: E.B. Pannkuk w/ questions (910) 665-1020

FROM: Intercoastal Marine, LLC Bidder

6101 Diamond Shamrock Road Address

Castle Hayne, NC 28429

FOR: Kayak Launch Replacement Project, Oak Island, NC

The undersigned, having visited the site as described in the Invitation to Bid and having familiarized themselves with local conditions affecting the cost of the work and with all requirements of the Contract Documents as prepared by engineer and architect to said documents hereby proposes to furnish all things as required by Project Contract Documents in the following amounts:

GENERAL CONTRACT:

BASE BID

1. Perform the existing kayak removal and replacement work identified in the Bid Documents including: S1, S2, and S3 dated August 24, 2026.
2. The base bid includes all material, installation, supervision, safety, taxes, all requirements to complete the project in full.
3. Performance and payment bond must be offered as an add alternate.
4. The base bid includes the following identified scopes of work:
   - Remove existing kayak launch and gangway. Contractor is responsible to properly dispose of all removed items.
   - Install new kayak launch and new 16' long aluminum gangway (see option 1).

BASE BID: One Hundred Seventy Seven Thousand Three Hundred Eighty Three and 51/100 Dollars

$ 177,383.51

GENERAL CONDITIONS

1. Safety is the contractor's sole responsibility. Safety is the most important aspect of this project.

2. Construction site must be cleaned with all trash being located in a contractor provided dumpster daily.
3. Contractor provided porta johns must be serviced weekly.
4. The contractor must have a contractor employee supervisor on site at all times.
5. The contractor must have Long Shoreman's Insurance for the duration of this contract.

ADD ALTERNATE

Add Alternate 1. Provide Payment and Performance Bonds.

_____ Dollars Lump Sum

$ 1% of Selected Scope Amount Dollars Total.

Add Alternate Item 2. After removing existing kayak launch and gangway, remove identified section of existing timber pier. Perform timber pier reinforcing (see 4/S2), install new kayak and new 32' long aluminum gangway (see option 2).

Twenty Thousand Nine Hundred Twenty Eight and 02/100 Dollars Lump Sum.

$20,928.02 Dollars Total.

MAJOR SUBCONTRACTORS / VENDORS / EQUIPMENT RENTAL: (List the subcontractors and vendors you agree to use if awarded the contract).

Subcontractors: TBD

TIME OF COMPLETION: If awarded this contract, the undersigned will:

- Start work within TBD calendar days from the date of Notice To Proceed (NTP).
- Provide a construction schedulep within 14 calendar days from the date of NTP.
- Complete the Base Bid work within TBD calendar days of NTP.

ADDENDUM RECEIPT:

Receipt of the following Addenda to the Contract are acknowledged:

Addendum #1 N/A Dated _____

Addendum #2 N/A Dated _____

BID ACCEPTANCE:

If written notice of acceptance of this Bid is mailed, faxed, emailed, or delivered to the Undersigned within 7 calendar days after the Bid opening date, the undersigned will, within seven (7) calendar days thereafter execute and deliver EJCDC C-520 Agreement in accordance with the Specifications and Bid as accepted. The Undersigned hereby designates as his office to which such notice of acceptance may be mailed or delivered.

NAME OF BIDDER: Intercoastal Marine, LLC

BIDDER: Individual (___) Corporation (___) LLC (X)
Partnership (___) 'X' Appropriate box

BIDDER'S ADDRESS: 6101 Diamond Shamrock Road
Castle Hayne, NC 28429

PARTNERS NAMES IF PARTNERSHIP:

Organized under the laws of the State of: North Carolina

Name and Home address of the President or Principal Partner:
Subsidiary of Smith Rowe, LLC
639 Old US 52 South, Mount Airy NC 27030

Signed: Charles W. Howell

By: Charles William Howell

Title: Division Manager

State License Number: NC License #74488

Date: 9/21/2026

Corporate Seal:

End of Bid Form4 pages.

TELEPHONE: (910)675-9791
FAX: (910)675-9796

Intercoastal Marine, LLC

NC GC License #74488
SC GC License #G118963

6101 Diamond Shamrock Road
Castle Hayne, NC 28429
An Equal Opportunity Employer

PROPOSAL NOTES

Project: Oak Island Kayak Launch

Notes:

1) Proposal considers construction from land and as such it may be necessary to trim or remove a tree in order for equipment to be able to access the site. Intercoastal Marine will work closely with the owner to try to minimize disturbances to the existing site. It is assumed that access to the site will be granted for equipment and materials as needed.

We appreciate the opportunity to quote on this project. Should you have any questions, please contact me.

SUBMITTED BY:
INTERCOASTAL MARINE, LLC
BILL HOWELL
DIVISION MANAGER

NC GC License #74488 / SC GC #G118963

BH/dkc

Docusign Envelope ID: 368E0CD6-EFB9-81E8-8329-428533791BB8

STATE OF NORTH CAROLINA
North Carolina Department of Environmental Quality
Amendment 1

THIS AMENDMENT 1 (“Amendment 1”) is entered into by and between **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and **TOWN OF OAK ISLAND** (the “Grantee”).

The parties acknowledge they entered into a contract, Grant Contract No. 100736-000 in April 2025 to provide funding for the SE 31st ST ADA Kayak Launch project. (“AGREEMENT”).

The Department and the Grantee agree to the following changes to the AGREEMENT:

1 – The parties now wish to add $111,639.50 (84,002.00 DEQ’s portion and $27,637.50 Grantee’s Portion) to the contract (see Attachment A – Amended Project Budget and B – Amended Project Schedule & Activities Chart) and extend the term of the AGREEMENT to April 13, 2027.

2 – The Total Cumulative Contract Amount is $154,550.50.

3 – Update the Grantee Contract Administrator as noted below

Grantee Contract Administrator
Name/Title: Kent Jackson, Asst. Town Manager Company: Town of Oak Island Address: 4601 E. Oak Island Drive City/State/Zip: Oak Island, NC 28465 Telephone: 910-933-6345 Email Address: kjackson@oakislandnc.gov

Except as modified herein, the AGREEMENT continues in effect as written and agreed.

All other terms and conditions remain unchanged.

Executed by the duly authorized representatives as of the day and date indicated below.

Docusign Envelope ID: 368E0CD6-EFB9-81E8-8329-428533791BB8

TOWN OF OAK ISLAND

Signed by:
Kent Jackson
63698F52278F4C9...

Grantee's Signature

Kent Jackson — Interim Town Manager

Printed Name and Title

Town of Oak Island

Organization

7/29/2026

Date

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

DocuSigned by:
Denise Blanchard
1F48C5E4F8B047B...

Department Signature or Authorized Assignee

Denise Blanchard — Procurement Supervisor

Printed Name and Title

DEQ- FSD

Department

7/29/2026

Date

AGENDA ITEM NO. II.1

TOWN COUNCIL REGULAR MEETING
AGENDA ITEM MEMO

SUBJECT:	Appointment to the Brunswick County Airport Commission
DATE:	October 5, 2026
DEPARTMENT:	Administration

Subject Summary: There is one unexpired term on the Brunswick County Airport Commission, with the term ending in June 2029. Oak Island Town Council appoints two members to this commission, and the terms are for four years. Applicant(s) are as follows:

- Terry Dunn

Attachments:
Terrance_Dunn

Financial Impact Statement: N/A

Legal Review: N/A

TOWN OF OAK ISLAND
Deputy Town Clerk
4601 E. Oak Island Dr.
Oak Island, NC 28465
Telephone 910-201-8111
ebaker@oakislandnc.gov

COMMITTEE APPLICATION

Board/Committee: Brunswick County Airport Commission

Name: Terrance Dunn **email:** alecruss42@gmail.com

Home Address: 2728 W. Dolphin Drive, Oak Island, NC 28465
(Street) (City) (Zip Code)

Mailing Address if different: _____
(Street) (City) (Zip Code)

Home Phone: 704 351 2879 **Fax:** none **Cell:** same **Business:** same

Years resident of Oak Island: 10

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

Applicant's Employer: Retired June 30, 2025- Self-Employed since 2005

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

Occupation: Benefit Consultant

Relevant Professional Activities: Former CPA and Investment Advisor

Relevant Volunteer Activities: None currently, formerly Treasurer of Autism Horizon Foundation

Why do you wish to serve on this board/ committee? Believe the JetPort is an important economic engine for Oak Island, Along with The Golf Cart Business and Bait Store they many times have significant Jet Traffic and hence fuel sales. In addition the hangers bring in significant revenue for Oak Islamd & Brunswick County.

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

What areas of concern would you like to see addressed by this committee? Exploring more opportunities to generate revnue as well as working closely with the County and Town of Oak Island to be a model Partner.

Qualifications for serving: Bs accounting and Cpa for over 20 years. MBA in Finance as well as working for Cooper's & Lybrand, Deloitte and Anderson managing the Carolina's Benefit Practice. Significant experience in running my own business for over 20 years.

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

Other Oak Island boards/ committees on which you have or are serving: Treasurer Beach Preservation Society (formerly), Worked on Sand Committee to review earlier Oak Island Tax Plan and ways to raise revenue. Requested to Join by John Bach.

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

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

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

AGENDA ITEM NO. V.1

TOWN COUNCIL REGULAR MEETING
AGENDA ITEM MEMO

SUBJECT:	Approval of Action to Transfer Minutes for the Town of Yaupon Beach to Archival Paper
DATE:	October 5, 2026
DEPARTMENT:	Administration

Subject Summary: Two towns merged to form the Town of Oak Island in 1999, but the permanent records of the Town of Yaupon Beach and the Town of Long Beach are still retained. Minutes for the Town of Long Beach are on archival paper in Minutes books, but the Minutes for the Town of Yaupon Beach are on copy paper in 3-ring binders. It is a requirement to maintain Minutes permanently. Also, at this point, some of those records are 70 years old, and it's important to preserve them for the sake of our history.
Staff has received permission from the NC Department of Natural and Cultural Resources to transfer the Minutes onto archival paper and to use those copies as the official record. Staff is also seeking approval from Town Council.

Suggested Motion: I make a motion to direct staff to proceed with preserving the Minutes for the former Town of Yaupon Beach as described.

Financial Impact Statement: Staff will copy the Minutes, and the only cost will be for the Minutes books and paper. Staff estimates the cost to not exceed $3,000. Money was included in this year's budget for this project.

Legal Review: The Town has received permission from the NC Department of Natural and Cultural Resources (Archives Division) to use copies on archival paper as the official record.

Follow up Action Needed: With Council approval, staff will order a couple of Minutes books and get this project started. Each newly-created Minutes book will include documentation about this preservation effort.

Docusign Envelope ID: 368E0CD6-EFB9-81E8-8329-428533791BB8

STATE OF NORTH CAROLINA
North Carolina Department of Environmental Quality
Amendment 1

THIS AMENDMENT 1 (“Amendment 1”) is entered into by and between **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and **TOWN OF OAK ISLAND** (the “Grantee”).

The parties acknowledge they entered into a contract, Grant Contract No. 100736-000 in April 2025 to provide funding for the SE 31st ST ADA Kayak Launch project. (“AGREEMENT”).

The Department and the Grantee agree to the following changes to the AGREEMENT:

1 – The parties now wish to add $111,639.50 (84,002.00 DEQ’s portion and $27,637.50 Grantee’s Portion) to the contract (see Attachment A – Amended Project Budget and B – Amended Project Schedule & Activities Chart) and extend the term of the AGREEMENT to April 13, 2027.

2 – The Total Cumulative Contract Amount is $154,550.50.

3 – Update the Grantee Contract Administrator as noted below

Grantee Contract Administrator
Name/Title: Kent Jackson, Asst. Town Manager Company: Town of Oak Island Address: 4601 E. Oak Island Drive City/State/Zip: Oak Island, NC 28465 Telephone: 910-933-6345 Email Address: kjackson@oakislandnc.gov

Except as modified herein, the AGREEMENT continues in effect as written and agreed.

All other terms and conditions remain unchanged.

Executed by the duly authorized representatives as of the day and date indicated below.

Docusign Envelope ID: 368E0CD6-EFB9-81E8-8329-428533791BB8

TOWN OF OAK ISLAND

Signed by:
Kent Jackson
63698F52278F4C9...

Grantee's Signature

Kent Jackson — Interim Town Manager

Printed Name and Title

Town of Oak Island

Organization

7/29/2026

Date

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

DocuSigned by:
Denise Blanchard
1F48C5E4F8B047B...

Department Signature or Authorized Assignee

Denise Blanchard — Procurement Supervisor

Printed Name and Title

DEQ- FSD

Department

7/29/2026

Date