



Workshop Meeting of the Town of Carolina Shores
Board of Commissioners
July 6, 2015 10:00am

Call to Order

- I. Administrative Reports
 1. Administrative Reports
 - a. Special Presentation: Annual Report to the People & Meet the Staff
All Town staff will be briefly present for the Board and the Public
 - b. A report by Brunswick County Planning Department on a greenway plan
 2. Committee Reports
- II. New Business
 3. Regular Meeting, July 9, 2015 Agenda Items:
 - a. Petition for Voluntary Noncontiguous Annexation by Two Hardworking Guys, LLC – First Reading of an Annexation Ordinance July 6, 2015; Public Hearing and Second Reading scheduled for July 9, 2015 at 2pm
 - b. Economic Development Agreements for Beach Window and Door, LLC– Public Hearing scheduled for July 9, 2015 at 2pm
 - c. Appointment of Members to the HOA/POA Committee
- III. Public Comment
- IV. Mayor and Board of Commissioner Comments
- V. Closed Session: None
- VI. Adjournment

Town of Carolina Shores Board of Commissioners
Agenda Item Summarization & Narrative

Item: Agenda Adjustments

Contact: Mr. Walter B. Goodenough, Mayor

Location: Agenda Adjustments
“Adjustments to the agenda and approval thereof”

Follow-up: None

Requested Action: Board Action: Approve/Disapprove

Budgetary Impact: None

Narrative:

This item presents for the Board’s consideration adjustments to the agenda from the time the time the agenda was created to allow for flexibility in deliberations of the Board.

Town of Carolina Shores Board of Commissioners
Agenda Item Summarization & Narrative

Item: Public Comment

Contact: Mr. Walter B. Goodenough, Mayor

Location: Public Comment
“Public Comment”

Follow-up: None

Requested Action: Allow time for public comment.

Budgetary Impact: None

Narrative:

This item presents for the Board’s consideration those citizens that have comments pursuant to GS 160-81.1.

§ 160A-81.1. Public comment period during regular meetings.

The council shall provide at least one period for public comment per month at a regular meeting of the council. The council may adopt reasonable rules governing the conduct of the public comment period, including, but not limited to, rules (i) fixing the maximum time allotted to each speaker, (ii) providing for the designation of spokesmen for groups of persons supporting or opposing the same positions, (iii) providing for the selection of delegates from groups of persons supporting or opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity of the hall, and (iv) providing for the maintenance of order and decorum in the conduct of the hearing. The council is not required to provide a public comment period under this section if no regular meeting is held during the month. (2005-170, s. 3.)

Time Limit: 5 minutes

Town of Carolina Shores Board of Commissioners
Agenda Item Summarization & Narrative

Item: Consent Agenda

Contact: Mr. Walter B. Goodenough, Mayor

Location: Consent Agenda
"Consent Agenda"

Follow-up: None

Requested Action: Pass all items with one motion, second, vote.

Budgetary Impact: Possible subject to items.

Narrative:

This item presents for the Board's consideration an expedited, omnibus action item for non-controversial, pro-forma, and routine items.

**Town of Carolina Shores
Board of Commissioners
Pre-Agenda Meeting Minutes
June 1, 2015
10:00 a.m.**

DRAFT

Members Present: Mayor Walter B. Goodenough and Commissioners: Joseph Przywara, Greg Davis, Bill Brennan, John Russo and John E. Manning. Also Present: Jon Mendenhall, Town Administrator; Julie Munday, Finance Director and Nicole Marks, Town Clerk.

Members Absent: None

Others Absent: None

Call to Order:

At 10:00 a.m. Mayor Walter B. Goodenough called to order the Board of Commissioners Workshop Meeting.

Administrative Reports:

Town Administrator Report/Jon Mendenhall – On file at Town Hall:

This report serves as the report of administrative activities undertaken by the Town in the month of May and summarizes administrative, operational, and project updates for the reporting period. This report also summarizes and provides a brief narrative on items of business to be considered at the Regular Meeting of the Board.

Administrative

May has been a transformative month with the annexation/economic development agreement approvals in the beginning, personnel transition in both Inspections and the Front Office (welcome to both the new Chief Building Inspector and the new Office Assistant), continued work on the budget (2nd reading scheduled for June 4th), and follow-on annexation/economic development work on the Calabash Road project. The roadside ditch program has gotten into full swing, all equipment is operational, and employees are hard at work. I am pleased to report that the Town is advancing on all the goals established by the Board and that in recognition of the hard work of the employees two employee appreciation events have been scheduled: a month-end cookout for lunch and a Pelicans baseball game.

Operational

Finance

Finance is preparing to close-out the current fiscal year and has prepared a final budget amendment pursuant to the budget ordinance in order that the current year budget may be closed in accordance with statute and in compliance with audit standards.

Public Works

Maintenance

The April-May schedule experienced no delay, I am pleased to report that the Maintenance Division performed very well during the month. Roadside ditch maintenance is on-going as is vegetative maintenance. All equipment is operational. One median island has been re-graded and seeded with two median islands remaining.

Inspections

Inspections has transitioned with the new Chief Building Inspector in place. The finalization of permit form changes remains in process, a target of June 1 has been established to complete this work.

Public Safety

Code Compliance is working on a summer-fall work program: 1) business registration and recognition of the Carolina Shores municipal name, 2) catalog commercial signs (affixed to building and free-standing); 3) improve sanitation permit process in time for the fall re-registration.

Project

Drainage

Roadside Drainage Maintenance

1. Roadside Drainage – roadside drainage ditch maintenance continues in this area

Incorporations via Reference

Inspections – please refer to the Inspections Report as provided

Public Safety – please refer to the Calabash VFD and Calabash Rescue Squad Reports as provided.

Committee Reports:

Keep Brunswick County Beautiful – Mr. Gere Dale gave the KBCB report. Mr. Dale said the organization ran a project up at Southport within the last month, a beach clean-up project. Mr. Dale said there were 1,500 cigarette butts and pieces of broken glass and other paraphernalia that was picked up. Mr. Dale said the organization installed two cigarette butt receptacles along the waterfront and hopefully people will discard their butts in those receptacles rather than throwing them on the beach. Mr. Dale said at their May meeting, Abram Young from the County mosquito control was a guest speaker and gave a very interesting speech. Mr. Dale said that Mr. Young spoke about mosquito life cycle and indeed to keep all water receptacles, including ditches clean and free of standing water. Mr. Dale said in June the organization is going to conduct what is called a community litter index and they are going to fan out across the county and pick areas and make an assessment on a scale of 1-10 what the litter is in that area. Mr. Dale said report will be made public and should be very interesting. Thank you.

Calabash EMS – Commissioner Manning said the Calabash EMS is still on hold to see how exactly they are going to operate with the County and they are waiting to hear from them.

Trees – Commissioner Russo said they are still trying to straighten out the volunteer process.

Calabash Fire Department – Mayor Goodenough said the Fire Department is in the process of trying to get three bids for the grant, they have 90 days from the time the grant is given to them

too have a contract signed. Mayor Goodenough said two of the companies have huge contracts with New York and other states. Mayor Goodenough said they are having a tough time and it's an interesting process. Mayor Goodenough said according to the grant, the Fire Department has to receive that vehicle no later than the 15th of next year, so everything is set in time. Mayor Goodenough said they have 4-5 weeks to get that unit.

New Business:

Annual Review of the Development Agreement for The Farm at Brunswick:

Mr. Mendenhall said this item seeks the Board's annual review of the Development Agreement for The Farm at Brunswick. A Resolution is required authorizing the agreement selected. Mr. Mendenhall said there are two options for the road; Option 1 is Coal Tar and Option 2 is Asphalt and one of the options would have to be selected on Thursday. Mr. Mendenhall said they are basically the same agreement but with a different product being used and associated costs with what product the Board chooses to use. There was further discussion on this item and drainage was discussed. This item to be placed on the agenda for the Thursday Board meeting.

Discussion of HOA/POA Committee (old business):

This item seeks the Board's input on reinstating the HOA/POA Advisory Committee with new rules of procedure. Commissioner Davis said he and Commissioner Brennan had served on the HOA/POA Advisory Committee and they were selected to review the guidelines and procedures. The Board reviewed the draft rules of procedure. There was discussion on this item and it was the consensus of the Board to add a clarifying statement for any additional developments, there will be an additional member for that community. There was discussion on communication and the meeting schedule. Commissioner Davis said the committee members have not yet seen it but it did just come out in the meeting packet. Commissioner Davis said the current members will still sit on the committee as long as their HOA or POA Board still sends them. Ms. Marks asked the Board if the committee was still going to be an advisory committee and the Commissioner Davis said yes, they did not change the name. This item to be placed on the agenda for the Thursday Board meeting.

FY 16 Budget Second Reading and Adoption:

This item seeks the Board's consideration of the second reading/adoption of the budget ordinance for the upcoming fiscal year starting July 1, 2015 and running to June 30, 2016 (FY 16 Budget). The public hearing and first reading occurred in May, 2015. There was discussion on this item. This item to be placed on the agenda for the Thursday Board meeting.

Consideration of a Preliminary Plat for Phase 1C at Calabash Lakes:

This item seeks the Board's consideration of the preliminary plat for Phase 1C at Calabash Lakes. This consideration is being sought pursuant to the recently revised Chapter 91 of the Code of Ordinances. This item to be placed on the agenda for the Thursday Board meeting.

Consideration of a Budget Amendment to the Current Fiscal Year Budget (FY 15):

This item seeks the Board's consideration of a budget amendment to the current fiscal year (FY 15) budget in order to complete the fiscal year in compliance with State Statute and in preparation of closing the current year's books pursuant to the budget ordinance. There was discussion on amending the budget amendment in the packet. Mr. Mendenhall said on account

number 10-4700-350 Drainage, Riprap, gravel, etc. the current amount is \$2,000.00 and would like to recommend that it be increased to \$4,000.00 to repair a sinkhole on Swamp Fox and there is also a sinkhole on the Parkway and the town needs additional material to repair those and the town equipment is in the area. Mr. Mendenhall said the amount would increase the line of 10-4700-350 by \$2,000.00 and the decrease of appropriated funds would go from \$269,900 to \$271,900. There was further discussion on this item. It was the consensus of the Board to place this item on the Thursday Board meeting agenda.

Consideration of a Professional Services Contract for East Coast Engineering:

This item seeks the Board's consideration of a professional services contract for East Coast Engineering and further seeks approval to implement two task orders: Public Works ease of operation improvements (fencing, stock pile, debris handling, etc.) and resurface ½ of Pinewood from Myrtlewood to Sunfield. Mr. Mendenhall said these two items are a follow-up from the Budget Retreat. There was further discussion on this item. This item to be placed on the Thursday Board meeting agenda.

Discussion of Streetlights:

This item seeks the Board's input on streetlights pursuant to retreat goals and the provision of public services to the public. Mr. Mendenhall said we need to coordinate with BEMC on streetlights and develop a work plan with associated costs on LED thoroughfares and spot improvements. Mr. Mendenhall said we should develop a streetlight policy using GS 160A-296 and the policy should direct placement, should address up-charge for non-standard lighting, should address public/private responsibility and should be flexible and allow for special circumstances. There was further discussion on this item as far as safety, longer arms, taller trees, decorative lighting, efficiency and poorly lit areas. It was the consensus of the Board to schedule a meeting with BEMC. This item to be placed on the Thursday Board meeting agenda.

Public Comment:

Ron Floor, 37 Carolina Shores Dr. – Mr. Floor said he agrees with Commissioner Manning in regards to the streetlights; he walks his dog at night and it is very dark over in Carolina Shores. Mr. Floor asked with Chuck Riggins being retired, did we get a new inspector and is he the one that requested a special title and will he be introduced to the public?

Gere Dale, 46 Calabash Dr. – Mr. Dale said he is going to talk about the Recycle Center and I know you're tired of hearing about it and he's tired of talking about it. Mr. Dale said the yard waste area has limited access out there, in the best case four cars can get to the yard waste area. Mr. Dale said for almost the entire month of May, there's been an added yard waste receptacle that's been placed to block the access to the yard waste dumping area. Mr. Dale said he can't imagine anybody with any intelligence, who would do that for an entire month. Mr. Dale said he can't imagine that it was intentional but he can't either imagine good administration would have that receptacle sitting there blocking an access that has limited amount of space to begin with. Mr. Dale said he has spoken a number of times about the high port receptacles over there and have asked that Waste Management be contacted with regard to putting the low port access on the receptacle rather than the high port because we have a lot of people who have difficulty, even an able-bodied person has difficulty. Mr. Dale said you had on the docket for a number of months, he thinks beginning in September of last year for Amie Drucker to do a \$3,200.00 study at the Recycle Center to raise the berm over there, obviously Amie is gone and he sees that the new East Coast Engineering, that there is an item for redesign of the Public Works complex, \$10,000.00, wow, he's impressed and is wondering what that's going to be all about. Mr. Dale

said he spoke last month about the corner cutting at the Parkway and Calabash Drive where people repeatedly cut that corner to the extent that it's six or seven feet over to the top of the swale, very dangerous situation. Mr. Dale said he sees that the Town Newsletter came out in May cautioning people about cutting the corner but of course that newsletter only gets to about half the people in his subdivision and is his opinion in looking at people who cut that corner, there's primarily workers and other people other than residents. Mr. Dale said he doesn't know if the town is going to do something more than just putting it in the Town's newsletter, I hope they consider a curbing at that point before there is a serious accident. Mr. Dale said he was completely blown away when he saw a budget amendment that is being considered for today. Mr. Dale said he's been associated with this Town for almost 17 years, seen all the budgets, seen all the budget amendments and he doesn't recall ever seeing a budget amendment of this consequence. Mr. Dale said he realizes in the past that primarily the budgets amendments were done on a departmental basis, rather than on an individual account basis. Mr. Dale said but there were 34 accounts that were affected, over \$270,000.00 which impacts almost 20% of your approved budget for this year and to him it is just absolutely mind boggling, I wonder what the LGC would say about that. Thank you.

Mayor Goodenough said last month we had a meeting of the HR Committee and the Board, Closed Session and when we came out of Closed Session the recommendation was to inform a certain employee of issues that we had and a letter of reprimand was voted on and sent to this individual and to this date, nothing has changed and we had another occurrence a week and a half ago and this brings the total to maybe four or five occurrences with this individual. Mayor Goodenough said there is no reason to go into Closed Session to tell you about it because the determination was made that if this kept going on, we were going to terminate this employee, it is continuing and asked for a motion to have Mr. Mendenhall terminate the Groundskeeper.

COMMISSIONER BRENNAN MADE A MOTION TO HAVE MR. MENDENHALL TERMINATE THE GROUNDSKEEPER. COMMISSIONER MANNING SECONDED THE MOTION. MAYOR GOODENOUGH ASKED IF THERE WERE ANY FURTHER DISCUSSION. MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

Mayor and Commissioner Comments:

Commissioner Manning – Commissioner Manning said he wanted to thank those that came to the Memorial Day Service down at the Calabash Park, most of the Board was represented and he hoped everyone had an enjoyable holiday weekend. Thank you for coming.

Commissioner Davis – None

Commissioner Przywara – None

Commissioner Russo – None

Commissioner Brennan – None

Mayor Goodenough – Mayor Goodenough said he was going to respond to Mr. Dale. Mayor Goodenough said Mr. Dale, I have no idea why there are two containers over there and I will look into it and doesn't know why it's blocked over there. Mayor Goodenough said there's a restricted area as far as yard debris and he knows we got inundated with yard debris and maybe that was the reason it was put there but if it's going to cause people not to be able to dump their material or anything like that, we'll look into it. Mayor Goodenough said we will look into it.

Mayor Goodenough said the other item is as far as the recycling receptacles go he has talked to the Town Administrator and they had a meeting two or three weeks ago with Waste Industries and discussed a couple of items and one of them was possibly putting in lower containers and not containers with doors on them, which is open recycle bins so people can throw in their debris and everything else but then that creates a problem as far as the wind blowing papers out and stuff like that but we are actively trying to find a way to either put lower containers in or lower doors and what that means is less space and more dumping charges and more dumping fees and that is something we are trying to avoid so we are actively looking to find a way to make it easier for the residents to get into those containers.

Closed Session:

None

Adjourn:

COMMISSIONER BRENNAN MADE A MOTION TO ADJOURN THE JUNE 1, 2015 BOARD OF COMMISSIONERS WORKSHOP MEETING. COMMISSIONER MANNING SECONDED THE MOTION. MAYOR GOODENOUGH ASKED IF THERE WERE ANY DISCUSSION. MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

Walter B. Goodenough, Mayor

Submitted by:
Nicole Marks
Town Clerk

**TOWN OF CAROLINA SHORES
BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES**

June 4, 2015

2:00 p.m.

DRAFT

Mayor Walter B. Goodenough called the June 4, 2015 meeting to order at 2:00 p.m. The Pledge of Allegiance was recited and there was a moment of silence. Commissioners Present: Joseph Przywara, John E. Manning, Greg Davis, Bill Brennan and John Russo. Also Present: Jon Mendenhall, Town Administrator; Julie Munday, Finance Director and Nicole Marks, Town Clerk.

Absent: None

Agenda Adjustments:

COMMISSIONER MANNING MADE A MOTION TO APPROVE AN AGENDA ADJUSTMENT FOR RECEIPT OF ANNEXATION NONCONTIGUOUS PAPERWORK FOR TWO HARDWORKING GUYS HOLDINGS, LLC AS ITEM NUMBER 13 ON THE AGENDA. COMMISSIONER BRENNAN SECONDED THE MOTION. MAYOR GOODENOUGH ASKED IF THERE WERE ANY DISCUSSION. MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

Public Comments:

Ron Floor, 37 Carolina Shores Dr. - Mr. Floor said I'm begging any one of you to go over to the Recycle Center after this meeting and look at the recyclables that are falling down on people. Mr. Floor said he has a garbage can full of recyclables that he can't get in there and there was a gentleman at the Recycle Center just before he came to the meeting where stuff is falling back on him. Mr. Floor said this is every week. Mr. Floor said he was just saying he was just there and there was a gentleman in front of him and stuff was falling down around him. Mr. Floor said he has a full 32 gallon container full of recyclables that he would like to empty. Thank you.

Gere Dale, 46 Calabash Drive – Mr. Dale said a comment also about the Recycle Center, he talked about that Monday and asked that the yard waste disposal container that had blocked the access to the yard waste area be removed and it was removed and replaced by a larger one that is now blocking the access to the yard waste container. Mr. Dale said he would like to talk about the duck pond. Mr. Dale said he has mentioned this many times to the Board and as people enter the Recycle Center from the highway, we have five wooden ducks out there which replaced the three that were there previously. Mr. Dale said that pond is a disgrace, our people who come to the Town Hall, don't come to this building, they go to the Recycle Center and the duck pond is the first thing they see and the last thing they see when they leave. Mr. Dale said I hope maybe the Town can find enough money and enough interest to clean up that duck pond and put an aerator in there. Mr. Dale said the last item in regard to that area; I was very interested in seeing in the Town Administrator's report, under Public Safety that we were going to improve the sanitation permit process in time for the Fall re-registration. Mr. Dale said he has no idea what that means but if that means they are going to have people come and get new stickers this Fall, you're going to have an insurrection on your hands. Mr. Dale said he talked Monday about ~~no~~ ~~to~~ ~~control~~

and he has talked to two members of the Brunswick County Mosquito Commission and learned a lot about mosquitoes. Mr. Dale said it's pretty obvious we have a mosquito problem in this Town. Mr. Dale said according to Jeff Brown, who is in charge, there are 48 different varieties of mosquitoes in Brunswick County. Mr. Dale said they can't just spray; they have to put traps out to find out what types of mosquitoes they are before they take their corrective action. Mr. Dale said one of the big problems in this Town, is the condition of the swales and ditches on the Golf Course which are an integral part of our Town's stormwater management system. Mr. Dale said he took some pictures Tuesday and will leave the pictures with Niki but these pictures show the shambles of the ditch from Calabash Drive over to number 6 Hole. Mr. Dale said there are fallen timbers, obstructions and the water is rancid in there. Mr. Dale said he hopes the Town, since that is an integral part of our stormwater system, is going to be able to do something about that. Mr. Dale said Shallotte, Ocean Isle Beach, Sunset Beach and Calabash are all neighbors of Carolina Shores and have a lot in common with us but one thing we don't have in common with them, is we don't have a summer program for movies and for concerts. Mr. Dale said it seems to him that a Town with a population of 3,300 could sponsor such a program and he has advocated on this for a number of years. Mr. Dale said it seems to him that if we can overspend our budget for this year by \$271,000.00, we can find enough money to sponsor one of those. Mr. Dale said the final item, he has talked to the Election Board and told them when they printed the ballot for Carolina Shores this Fall, they didn't need to publish for the Mayor spot just the incumbent member because he has already proclaimed publically of his re-election. Thank you.

Consent Agenda:

COMMISSIONER BRENNAN MADE A MOTION TO APPROVE THE FOLLOWING CONSENT AGENDA ITEMS.

- Approval of Minutes: April 27, 2015; May 4, 2015; and May 7, 2015

COMMISSIONER DAVIS SECONDED THE MOTION. MAYOR GOODENOUGH ASKED IF THERE WERE ANY DISCUSSION. MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

Administrative Reports:

Mr. Mendenhall said he would be happy to answer any questions from the report on Monday. There was no discussion.

Public Hearings:

None

Old Business:

Annual Review of the Development Agreement for The Farm at Brunswick:

COMMISSIONER PRZYWARA MADE A MOTION TO APPROVE A RESOLUTION IMPLEMENTING A PREVIOUS DEVELOPMENT AGREEMENT ORDINANCE FOR THE FARM AT BRUNSWICK. COMMISSIONER DAVIS SECONDED THE MOTION. MAYOR GOODENOUGH ASKED IF THERE WERE ANY FURTHER DISCUSSION. Commissioner

Przywara said there has been a lot of talk and for clarification this is for the road coating, acceptance of the nature trail and giving the okay for D.R. Horton to begin Phase 7, it's more than just one item and wanted people to be sure about that. MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

COMMISSIONER DAVIS MADE A MOTION TO APPROVE EITHER ASPHALT OR COAL TAR ON THE SUBDIVISION STREET AGREEMENT WITH D.R. HORTON. COMMISSIONER DAVIS MADE A MOTION TO RESCIND HIS MOTION. COMMISSIONER RUSSO SECONDED THE MOTION. MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

There was lengthy discussion on asphalt and coal tar on the subdivision street agreement with D.R. Horton.

COMMISSIONER DAVIS MADE A MOTION TO APPROVE THE USE OF COAL TAR ON THE SUBDIVISION STREET AGREEMENT WITH D.R. HORTON. COMMISSIONER PRZYWARA SECONDED THE MOTION. MAYOR GOODENOUGH ASKED IF THERE WERE ANY FURTHER DISCUSSION. MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED WITH COMMISSIONERS MANNING, DAVIS, PRZYWARA AND RUSSO AS YES AND COMMISSIONER BRENNAN AS NO.

Discussion of HOA/POA Committee:

COMMISSIONER DAVIS MADE A MOTION TO MOVE THE HOA/POA COMMITTEE FORWARD. COMMISSIONER BRENNAN SECONDED THE MOTION. MAYOR GOODENOUGH ASKED IF THERE WERE ANY FURTHER DISCUSSION. Mayor Goodenough said as far as adding items, he doesn't see anything in there or do it the same way as the Planning Board such as the Chairperson being elected from the body every year instead of that person being permanent until she leaves. It was the consensus to add that the Chairperson will be elected on a yearly basis. Mayor Goodenough said the other item is to say what particular room they are going to hold the meeting in because that has been a problem also and it should be stated where the meeting is going to be held. Commissioner Davis said all Town meetings for Board and Committees are to be held at Town Hall. Commissioner Przywara said because staff has to attend we are not going to inconvenience them by having to go somewhere else. Mayor Goodenough said on page 2 it says "Failure of members or their alternates to attend more than two meetings in succession may result in their removal and replacement by the BOC" and the very next paragraph it says "Alternate members are encouraged to attend meetings as citizens only and only when the primary representative is absent may the alternate participate in the proceedings" and asked if that is a conflict with the previous paragraph. Commissioner Davis said no they encourage alternates to come but they can only speak in the absence of the regular member. Commissioner Davis said the only thing that needs to be added is the Chair and Vice-Chair will be elected on a yearly basis. Commissioner Przywara said if the appointments are every year, then they would have to reorganize every year and Commissioner Davis said yes. Commissioner Davis said it should be changed to "The Chair and Vice Chair should be elected based upon leadership and communications abilities by the committee membership on a yearly basis at an organizational meeting to be held each July." Commissioner Manning asked about the approval of committee members and the Commissioner are going to appoint. The Board is looking to start this back up in July and the Board is looking for recommendations from the POA/Board of Directors and notice should go out now.

MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

New Business:

Second Reading and Adoption of the FY 16 Budget Ordinance:

COMMISSIONER DAVIS MADE A MOTION TO APPROVE THE SECOND READING AND ADOPTION OF THE FY 16 BUDGET ORDINANCE. COMMISSIONER BRENNAN SECONDED THE MOTION. MAYOR GOODENOUGH ASKED IF THERE WERE ANY FURTHER DISCUSSION. MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

Consideration of a Preliminary Plat for Phase 1C at Calabash Lakes:

COMMISSIONER MANNING MADE A MOTION TO APPROVE A PRELIMINARY PLAT FOR PHASE 1C AT CALABASH LAKES. COMMISSIONER DAVIS SECONDED THE MOTION. MAYOR GOODENOUGH ASKED IF THERE WERE ANY FURTHER DISCUSSION. MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

Consideration of a Budget Amendment Ordinance to the Current Fiscal Year Budget (FY15):

COMMISSIONER BRENNAN MADE A MOTION TO APPROVE A BUDGET AMENDMENT ORDINANCE TO THE CURRENT FISCAL YEAR BUDGET FY 15. COMMISSIONER DAVIS SECONDED THE MOTION. MAYOR GOODENOUGH ASKED IF THERE WERE ANY FURTHER DISCUSSION. MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

Consideration of a Professional Services Contract for East Coast Engineering:

COMMISSIONER MANNING MADE A MOTION TO APPROVE THE PROFESSIONAL SERVICES CONTRACT FOR EAST COAST ENGINEERING. COMMISSIONER DAVIS SECONDED THE MOTION. MAYOR GOODENOUGH ASKED IF THERE WERE ANY FURTHER DISCUSSION. Commissioner Przywara asked if clarification had been received about the conflict of interest. Town Administrator, Jon Mendenhall said he did some investigating and took it to the attorney and ECES is different than ECS and there is no conflict. MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

Discussion of Streetlights:

There was lengthy discussion on this item. It was the consensus of the Board to have Town Administrator, Jon Mendenhall get more information and do research regarding streetlights and too contact BEMC regarding this matter.

Receipt of Annexation Noncontiguous Paperwork for Two Hardworking Guys Holdings, LLC:

COMMISSIONER PRZYWARA MADE A MOTION TO APPROVE THE RECEIPT OF ANNEXATION NONCONTIGUOUS PAPERWORK FOR TWO HARDWORKING GUYS,

LLC. COMMISSIONER RUSSO SECONDED THE MOTION. MAYOR GOODENOUGH ASKED IF THERE WERE ANY FURTHER DISCUSSION. MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

Resolution Fixing a Date of Public Hearing on Questions of Annexations Petitioned for Under G.S. 160A-58.1:

COMMISSIONER DAVIS MADE A MOTION TO APPROVE THE RESOLUTION FIXING A DATE OF PUBLIC HEARING ON QUESTIONS OF ANNEXATIONS PETITIONED FOR UNDER G.S. 160A-58.1 ON JULY 9, 2015 AT 2:00 PM AT CAROLINA SHORES TOWN HALL AT 200 PERSIMMON ROAD, CAROLINA SHORES, NC, 28467 IN THE MEETING ROOM. COMMISSIONER BRENNAN SECONDED THE MOTION. MAYOR GOODENOUGH ASKED IF THERE WERE ANY DISCUSSION. MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

Mayor and Board of Commissioners Comments:

Commissioner Brennan – Commissioner Brennan said the Town has some new employees and the public will have to deal with them and the public should know who they are.

Commissioner Russo – None

Commissioner Przywara – Commissioner Przywara said he is glad to see the sun, he is sick of the rain.

Commissioner Davis – None

Commissioner Manning - Commissioner Manning said if anyone does not have the Beacon, there is an article in this week's Beacon about the EMS being turned over to the County. Commissioner Manning said he reported on Monday that they were waiting to find out the finalization and it is now out that the County will take over the EMS activities in Calabash. Commissioner Manning said he has no idea of the scope of that but he knows the paper stated that they will take over the debt that is owed. Commissioner Manning said so the EMS in town will now be run by the County.

Mayor Goodenough - None

Closed Session:

None

Adjourn:

COMMISSIONER BRENNAN MADE A MOTION TO ADJOURN THE JUNE 4, 2015 BOARD OF COMMISSIONERS MEETING. COMMISSIONER RUSSO SECONDED THE MOTION. MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

Walter B. Goodenough, Mayor

Submitted by:
Nicole Marks
Town Clerk

**TOWN OF CAROLINA SHORES
BOARD OF COMMISSIONERS
SPECIAL CALLED MEETING MINUTES**

June 18, 2015

10:00 a.m.

DRAFT

Mayor Walter B. Goodenough called the June 18, 2015 meeting to order at 10:00 a.m.
Commissioners Present: Greg Davis, John E. Manning and John Russo. Also Present: Jon Mendenhall, Town Administrator; James Eldridge, Town Attorney and Nicole Marks, Town Clerk.

Absent: Commissioner Joseph Przywara and Commissioner Bill Brennan

Closed Session:

COMMISSIONER DAVIS MADE A MOTION TO GO INTO CLOSED SESSION PURSUANT TO N.C.G.S. 143-318.11 (a)(6) PERSONNEL AND N.C.G.S. 143-318.11 (a)(3) LEGAL. COMMISSIONER RUSSO SECONDED THE MOTION. MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

COMMISSIONER MANNING MADE A MOTION TO COME OUT OF CLOSED SESSION AND GO BACK INTO REGULAR SESSION. COMMISSIONER DAVIS SECONDED THE MOTION. MAYOR GOODENOUGH ASKED IF THERE WERE ANY DISCUSSION. MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

Mayor Goodenough said during Closed Session no action was taken.

COMMISSIONER DAVIS MADE A MOTION TO ACCEPT MR. MENDENHALL'S RECOMMENDATIONS FOR MERIT PAY INCREASES FOR THE TOWN EMPLOYEES FOR FISCAL YEAR 2015-16. COMMISSIONER MANNING SECONDED THE MOTION. MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

COMMISSIONER DAVIS MADE A MOTION FOR OUR CODE COMPLIANCE OFFICER, GAIL TREGLIA FOR A \$3.00 PER HOUR RAISE BEGINNING JULY 1, 2015. COMMISSIONER MANNING SECONDED THE MOTION. MAYOR GOODENOUGH ASKED IF THERE WERE ANY DISCUSSION. MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

COMMISSIONER DAVIS MADE A MOTION TO GIVE MR. MENDENHALL OUR TOWN ADMINISTRATOR A 4% MERIT INCREASE AS OF JULY 1, 2015. COMMISSIONER MANNING SECONDED THE MOTION. MAYOR GOODENOUGH ASKED IF THERE WERE ANY DISCUSSION. MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

Adjourn:

COMMISSIONER MANNING MADE A MOTION TO ADJOURN THE JUNE 18, 2015 BOARD OF COMMISSIONERS SPECIAL CALLED MEETING. COMMISSIONER DAVIS SECONDED THE MOTION. MAYOR GOODENOUGH ASKED IF THERE WERE ANY DISCUSSION. MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

Walter B. Goodenough, Mayor

Submitted by:
Nicole Marks
Town Clerk

Town of Carolina Shores Board of Commissioners
Agenda Item Summarization & Narrative

Item: Administrative Report

Contact: Mr. Jon Mendenhall, Town Administrator

Location: Administrative Reports
"Administrative Reports"

Follow-up: None

Requested Action: Receive reports on the administration of the Town

Budgetary Impact: None

Narrative:

This item presents for the Board's information various reports on the administration of the Town.

TOWN OF CAROLINA SHORES NORTH CAROLINA

200 Persimmon Road
Carolina Shores, NC 28467



Phone 910-575-4877
Fax 910-575-4812

MEMORANDUM

TO: Mayor and Board of Commissioners
FROM: Jon M. Mendenhall, Town Administrator
SUBJECT: June Administrative Report
DATE: 6/30/15
ENCL: FY 15 Report to the People
CC: File

This report serves as the report of administrative activities undertaken by the Town in the month of June and summarizes administrative, operational, and project updates for the reporting period. This report also summarizes and provides a brief narrative on items of business to be considered at the Regular Meeting of the Board.

Administrative

Administrative work has progressed in June to accomplish: annual performance evaluations, year-end clean-up tasks to prepare for the new fiscal year starting July 1, and hiring for open positions. Work is also on-going to implement the budget/work plan for FY 16. Procurement activities have been initiated, form based improvements have been completed, and projects are being kicked-off for re-surfacing as well as digitization of records.

On a special note, the first annual report has been created in a “Report to the People” that is intended to provide an overview of Town Government, past accomplishments and planned future goals. This document is planned to be completed annually at the end of each fiscal year for the benefit of the public. Additionally, all members of the Town’s staff will be present for the workshop meeting to be introduced and recognized. It is with great pleasure that I recognize the following staff members:

Mrs. Julie Munday – Finance Director
Mrs. Nicole Marks – Town Clerk
Mr. Jerry Franklin – Building Custodian
Mrs. Gail Treglia – Code Compliance Officer
Mr. Harold Kernodle – Chief Building Inspector

Mrs. Jean Fisher – Building Inspector
Mrs. Sara Hammonds – Office Assistant
Mr. Chris Edwards – Maintenance Supervisor
Mr. Flody Burke – Maintenance Worker
Mr. Arthur Bausch – Maintenance Worker

Open positions at the present time are: Maintenance Worker, Office Assistant, and Groundskeeper

Operational

Finance

Finance is preparing to close-out the current fiscal year and has begun work with the auditor for the annual audit process.

Public Works

Maintenance

The June schedule experienced no delay, I am pleased to report that the Maintenance Division performed very well during the month. Roadside ditch maintenance is on-going as is vegetative maintenance. Some equipment was removed from service due to maintenance issues and end of year budget constraints, the plan is to have all equipment back online in July.

Inspections

Inspections has transitioned with the new Chief Building Inspector in place. The finalization of permit form changes is complete. New phases in Calabash Lakes and the Farm at Brunswick are being prepared (in various stages of review) to be brought on-line.

Public Safety

Code Compliance is working on a summer-fall work program: 1) business registration and recognition of the Carolina Shores municipal name – business registration has been delayed until the General Assembly adjourns as there are some pending bills that may alter business registration conducted by municipalities, 2) catalog commercial signs (affixed to building and free-standing) – cameras are being evaluated to begin this work

Project

Drainage

Roadside Drainage Maintenance

1. Roadside Drainage – roadside drainage ditch maintenance will continue pending equipment repair and acquisition

Resurfacing

Annual Resurfacing Project

1. Pinewood Drive – engineering cost proposal submitted for review following approval/modification design will begin in order to advance to the bid phase

Incorporations via Reference

Inspections – please refer to the Inspections Report as provided

Public Safety – please refer to the Calabash VFD and Calabash Rescue Squad Reports as provided



Town of Carolina Shores 2015 Report to the People

This annual report to the people is designed to inform the public on communication avenues, important financial metrics, and to give an update on what specific accomplishments have been made as well as what goals have been set.

Metrics and Measurements

Tax Rate: \$0.1016 per \$100 of valuation on real and personal property making up the 2015-2016 Approved Budget of:

Revenues

2015 Property Taxes	\$365,000
Motor Vehicle Taxes	\$30,000
Local Option Sales Tax	\$560,000
Franchise Taxes	\$120,000
Zoning Permits	\$12,000
Permits	\$150,000
Approp. Funds	\$260,000
Other Revenues	\$73,600
GENERAL FUND REVENUES	\$1,570,600

Expenditures

Governing Body	\$12,300
Administration	\$401,000
Tax Collections	\$4,500
Election Fee	\$4,000
Public Bldg/Beautification	\$59,500
Public Safety	\$47,800
Building Inspections	\$175,200
Streets Department	\$338,500
Environmental Protection	\$13,500
Sanitation	\$60,000
Planning & Zoning	\$4,300
Contingency	\$100,000
Capital Projects	\$350,000
GENERAL FUND EXPENDITURES	\$1,570,600

Powell Bill (state-shared road money) \$107,000

Important Facts

- 9 full-time and 6 part-time employees in four Departments: Administration (4), Finance (1), Public Works (9), Public Safety - Code Compliance Division (1)
- 24 miles of Town roads, 48 miles of roadside ditch
- Avg of 305 resident generated work requests or 1.3 per working day

Communications are Key

The Town of Carolina Shores publishes a monthly bulletin digitally on the Town's website.

The Town publishes the agenda packet for the Board of Commissioners so that residents can view the material that the Board views.

A list is kept at Town Hall called the "Sunshine List" that allows residents to sign-up for important updates.

Public Comment periods are held at every meeting, every month, members of the public are invited to be heard.

OurTown is a web portal on the Town's website to help educate residents about the Town.

Key Facts

- Population: 3,566 est.
- Area: 1,665 acres
- Tax Rate: \$0.1016 per \$100
- Budget: \$1.5 million
- Form of Government: Mayor-Council

Participate!

- Visit our website, www.carolinashoresnc.com
- Come to a meeting, all meetings are open to the public.
- Contact an elected official, call 910-575-4877
- Contact Town Staff, call 910-575-4877
- Come by Town Hall, 200 Persimmon Rd, Carolina Shores, NC 28467

Town of Carolina Shores

The Town of Carolina Shores, incorporated in 1998, is a municipality in the State of North Carolina. The Town operates in the Council-Mayor form of government with an elected Mayor and five member elected Board of Commissioners.

The Town provides services in four main functional areas: Administration, Finance, Public Works and Public Safety.

Town Officials

Mayor:

Walter B. Goodenough

Mayor Pro-Tem:

Joseph Przywara

Commissioners:

Bill Brennan

Greg Davis

John Manning

John Russo

Primer on Local Government

- Taxes are set by the local board and assessed/collected by the County.
- Budgets run from July 1 to June 30 of every year.
- Elections are run by the County Board of Elections.
- Schools are run by the County Board of Education.
- Courts are run by the statewide General Courts of Justice, there is no municipal court.
- The Town is chartered as a municipal corporation the same as a city or village.
- Services provided by the Town are: street maintenance, solid waste, planning/zoning, building inspections, drainage maintenance.

Reflecting Back

Goals from the past fiscal year (2014-2015, FY 15):

- Reconstructed Clubview Lane
- Re-organized the Department of Public Works
- Completed the Town Code, making it available online
- Instituted a paperless agenda system
- Implemented a code compliance program
- Renewed/re-invested in Emergency Management
- Expanded communication: monthly bulletin and OurTown
- Addressed uniform service delivery in terms of right-of-way maintenance
- Made operational improvements to the solid waste convenience site
- Trained the Planning Board; Planning Board fully manned with eager volunteer members
- Eliminated dangerous overhanging limbs in problem areas
- Completed aesthetic improvements at the Town Complex

Budget for FY 15 including Powell Bill

Revenues = \$1,774,970; Expenses = \$1,774,970

Actuals for FY 15

Revenues = \$1,515,000; Expenses = \$1,430,250

Looking Forward

Goals for the new fiscal year (2015-2016, FY 16):

- Sustainable street maintenance—more roads, fewer revenue dollars; Pinewood Drive will be resurfaced
- Proactive maintenance using in-house forces—proactive maintenance rather than reactive response; focus on road side drainage
- Aesthetic improvements: medians and more Christmas lights
- Efficiency and Environment: converting some streetlights to LED, improving street light coverage where needed, and digitizing/streamlining files and filing processes
- Economic development: study areas that could see increased development activity
- Asset improvement: equipment and physical plant improvements

Budget for FY 16 including Powell Bill

Revenues = \$1,677,600; Expenses = \$1,677,600

Participation Matters!

The Mayor and Board of Commissioners of the Town of Carolina Shores invite and welcome your participation in your local government. Participate, volunteer, become involved!

Some ways to participate:

- Come to Board meetings or even committee meetings
- Stay abreast of information: Town website & bulletin
- Volunteer—annual recruitment drive each winter

INSPECTIONS DIVISION
MONTHLY ACTIVITY REPORT
May 2015

This report covers the period of May 1-31, 2015. The month of May is very active in all areas including building permits, inspections, plan reviews, and service requests.

BUILDING PERMITS & CERTIFICATES OF OCCUPANCY ISSUED

There were 4 permits for new single family have been approved (construction value \$877,056).

In addition, there are 6 building permits (construction value \$76,223) for repair/remodel underway.

16 certificates of occupancy were issued in May (construction value \$2,630,388).

There are 76 valid new home permits open now where the homes are in various stages of construction.

OTHER PERMITS ISSUED

Mechanical: 15
Electrical: 2
Plumbing: 1
Zoning: 1

INSPECTIONS

198 building inspections have been completed.

TREE PERMITS

Permits: 35
Trees: 95
Approved: 95
Denied: 0
Replacement: 3
Days: 7

OTHER ACTIVITIES

Approximately \$14,276 in permit fees was collected in May. YTD collected \$253,906.

All monthly reports to federal, state, and county have been completed in addition to weekly and monthly reports to construction statisticians.

Building inspections staff issued 49 recycle center stickers.

ACTIVITY REPORT – BUILDING PERMITS
TOWN OF CAROLINA SHORES
MAY 2015

Single Family Residence	4
Total Cost of Construction (Stick built – SF)	\$877,056
Multi- Unit Housing	0
Total Cost of Construction (Multi Unit Housing)	\$0
Modular Home Permits	0
Total Cost of Construction – Modular	\$0
Manufactured Home Permits	0
Total Cost of Construction – Manufactured Homes	\$0
Commercial/Industrial Building Permits	1
Total Cost of Construction Commercial/Industrial Building	\$690,000
TOTAL BUILDING PERMIT CONSTRUCTION VALUATION	\$1,567,056
Other Building Permits (i.e. Addition, fence, deck, garage, shed, sunroom, mail station, concrete/asphalt paving, roof over deck, windows) construction valuation	\$76,223 (6)
Building Permits	12
Demolition	0
Electrical Permits	2
Mechanical Permits/Gas Permits	15
Plumbing Permits	1
Sign Commercial	0
Inspections Completed	198
Certificate of Occupancy Certificates	16
TOTAL CERTIFICATE OF OCCUPANCY (CONSTRUCTION VALUATION)	\$2,630,388
PERMIT FEE REVENUE	\$14,276
YEAR TO DATE PERMIT REVENUE	\$253,906

Cc: Town Administrator – FINAL REPORT MAY 2015
Judy – Brunswick Co. Inspection Dept. 253-2024

**CALABASH FIRE DEPARTMENT
ALARM REPORT
MAY 2015**

	BUILDINGS FIRES	FALSE ALARMS	WOODS BRUSH	MVA NO INJ	MVA INJ/EXT	VEHICLE FIRE	RESCUE	OTHER*	EMS	TOTAL
NUMBERS OF RESPONSES	6	5	2	6	0	0	0	18	134	171
FIREFIGHTERS RESPONDING	45	32	12	46	0	0	0	88	625	848

APPARATUS RESPONSE

LADDER 1260	11
TANKER 1265	1
ENGINE 1270	1
ENGINE 1271	1
RESCUE ENGINE 1272	47
CHIEF'S VEHICLE 1280	9
ASSISTANT CHIEF'S VEHICLE 1281	11
UTILITY 1282	1
FIRST RESPONDER 1284	119
BRUSH 1285	15
RESCUE 1295	7
BOAT	0
STATION	149
POV	6

MUTUAL AID

GIVEN	5
RECEIVED	1

EMERGENCY CALLS

	FIRE	MISC	EMS	TOTAL
TOWN OF CALABASH	0	12	43	55
TOWN OF CAROLINA SHORES	1	8	45	54
BRUNSWICK COUNTY (CFD DIST)	0	8	46	54
BRUNSWICK COUNTY MUTUAL AID	3	1	0	4
HORRY COUNTY MUTUAL AID	2	2	0	4
TOTAL	6	31	134	171

OTHER CALLS*

5-Smoke Decetor Battries changed
4- Lock Out Cars
1 - Check Gas Order
1- Lift Assist
1- Standby Station 2 Horry County
1- Carbon Monoxide Dect. Check
1- Error Dispatch
1- Water Leak
1- Illegal Burning
1- Lockin Pool Gate
1- Check Oder in Building

YTD CALLS - CALLS - **739**



Town of Carolina Shores Board of Commissioners
Agenda Item Summarization & Narrative

Item: Public Hearings

Contact: Mr. Walter B. Goodenough, Mayor

Location: Public Hearings
“Public Hearings”

Follow-up: None

Requested Action: Conduct Public Hearing(s) as scheduled

Budgetary Impact: None

Narrative:

This item presents for the Board’s action various public hearings as scheduled by the Board subject to the rules of procedure duly adopted by the Board of Commissioners and further subject to the requirements of the North Carolina General Statutes.



Town of Carolina Shores, NC

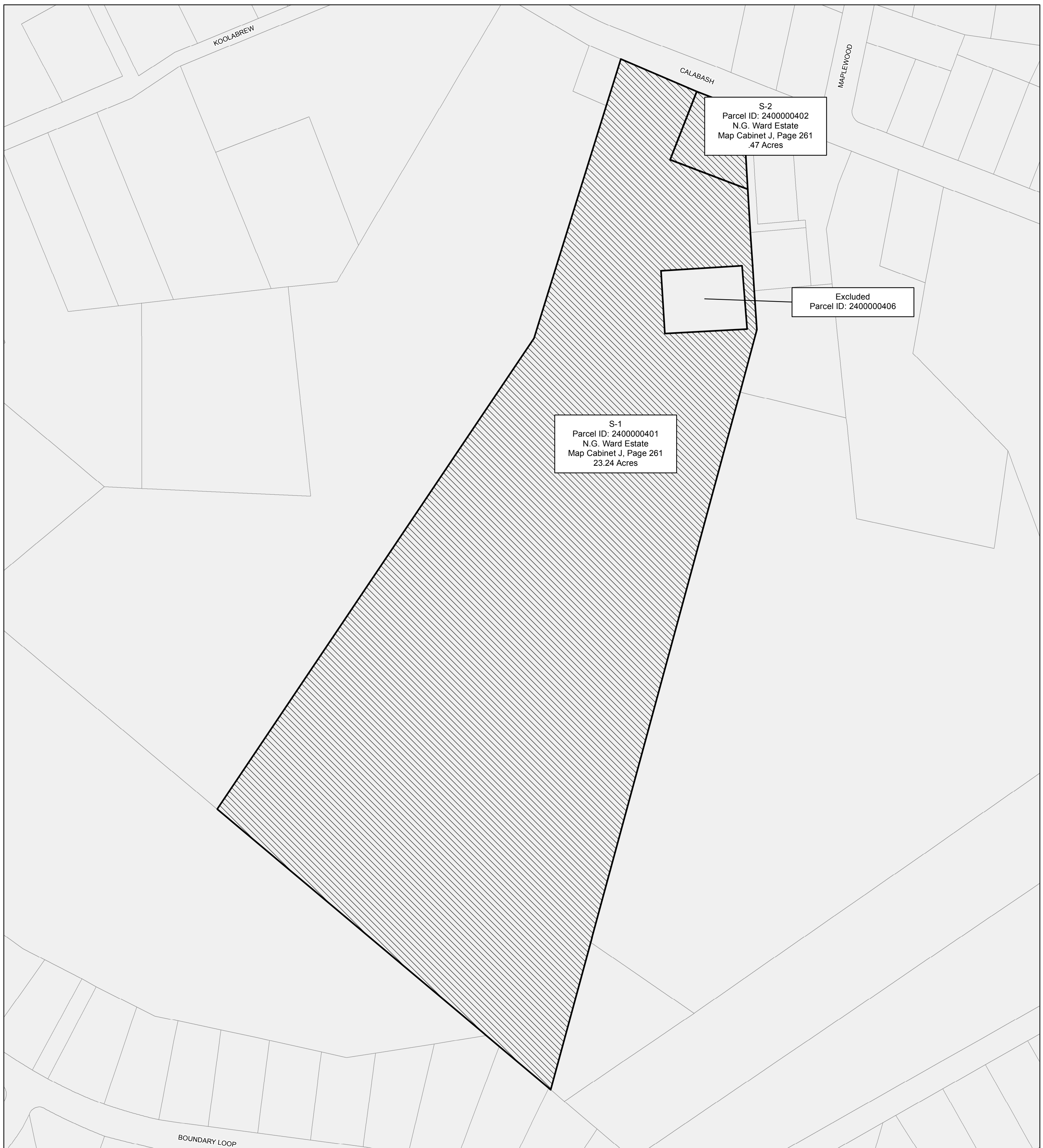
PUBLIC HEARING NOTICE

ANNEXATION REQUESTED BY PETITION

The Board of Commissioners of the Town of Carolina Shores will hold a Public Hearing on July 9, 2015 at 2:00 p.m. in the Meeting Room of the Carolina Shores Town Hall located at 200 Persimmon Road, Carolina Shores, NC 28467. The purpose of the Public Hearing is to receive public comments on the question of annexing, as requested by a petition filed under N.C.G.S. § 160A-58.1, noncontiguous Brunswick County Parcel Nos. 2400000401 and 2400000402 both of which are owned by Two Hardworking Guys Holdings, LLC.

A map showing the parcels petitioned for annexation will be available at Town Hall prior to the public hearing.

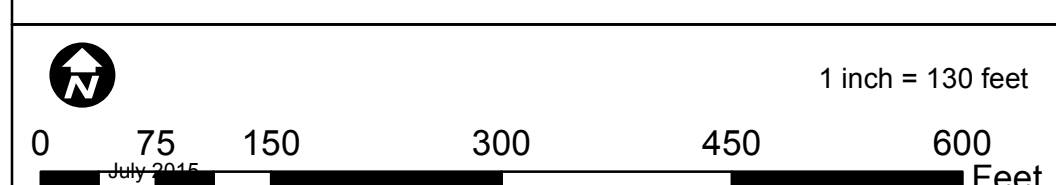
Persons resident or owning property in the area described in the petition and persons resident or owning property in the Town, may attend and comment on the requested annexations. If you have any questions, please call Town Hall at 910-575-4877. Nicole L. Marks, Town Clerk.



Parcels
 Satellite

Boundaries
 Carolina Shores Town Limits
 Carolina Shores ETJ

Parcel Information
 Map Cabinet J, Page 261



**Exhibit Plat
 N.G. Ward Estate
 Annexation**
 Town of Carolina Shores
 Brunswick County, North Carolina

This map of the official lines and boundaries of the Town of Carolina Shores, North Carolina shows the additional area annexed by an ordinance of the Town of Carolina Shores adopted May 7, 2015 under and by the power and authority of NCGS 160A-31 or NCGS 160A-58.1.

 Clerk

 Mayor

This map is an EXHIBIT PLAT of areas annexed by the Town of Carolina Shores on May 7, 2015 via metes and bounds descriptions of the parcels recorded in Map Cabinet J Page 261 in the Brunswick County Register of Deeds, and is prepared for recording pursuant to G.S. 47-30 (j); other mapping requirements and provisions of G.S. 47-30 do not apply; a new survey was not conducted in connection with this Plat. The electronic drawing media of this map should not be considered a certified document.

- Notes**
1. S: Satellite
 2. The nearest point on each S parcel is not more than three (3) miles from the primary corporate limits of the Town of Carolina Shores ("Carolina Shores").
 3. No point on any S parcel is closer to the primary corporate limits of another municipality than to the primary corporate limits of Carolina Shores.
 4. The Area within each S parcel, when added to the area within Carolina Shores' other satellite corporate limits, does not exceed ten percent (10%) of Carolina Shores primary corporate limits as shown in Table 1.

Table 1

Parcel	Parcel ID	AC	% of Corporate Limits	Owner
S-1	2400000401	23.24	1.40%	N.G. Ward Estate
S-2	2400000402	0.47	0.03%	N.G. Ward Estate
		23.71	Total Acres	



Town of Carolina Shores, NC

PUBLIC HEARING NOTICE

PROPOSED ECONOMIC DEVELOPMENT AGREEMENT

The Town of Carolina Shores Board of Commissioners (“Board”) will hold a Public Hearing on July 9, 2015 at 2:00 p.m. in the Meeting Room of the Carolina Shores Town Hall located at 200 Persimmon Road, Carolina Shores, NC 28467. The purpose of the Public Hearing is to receive public comments on the Town’s proposed appropriation and expenditure of funds for an economic development project under N.C.G.S. § 158-7.1 whereby Beach Window and Door, LLC (“LLC”), engaged in the business of assembling, selling, and distributing building hardware supplies and materials, will relocate its facility within the Town’s corporate limits as set forth in the respective Economic Development Agreement (“Agreement”).

Over the Agreement’s fifty-four (54) month term, the Town will make reimbursable cash incentive grants to the LLC for building permit and water/sewer tap fees, amortized *ad valorem* tax reimbursement, job creation/retention, and as a new business incentive, provided that, however, any such incentives will be made on the express condition of and in exchange for the LLC’s verifiable compliance with specified performance commitments creating and retaining ten (10) new full time, permanent jobs and making direct investments totaling One Million Dollars (\$1,000,000.00) in real property, buildings, and equipment as shown on the Town’s tax listing, all in conjunction with relocating its facility within the Town.

The Board believes the LLC’s compliance with these performance commitments will stimulate the local economy, expand the Town’s tax base, and that over time, the increased tax revenues and economic opportunities generated by the project will exceed the amount of incentives contemplated under the Agreement. The incentive payments will be funded with available revenue in the Town’s General Fund

All interested persons are invited to attend and present their views on the proposed Economic Development Agreements. If you have any questions, please call Town Hall at 910-575-4877. Nicole L. Marks, Town Clerk.

Town of Carolina Shores Board of Commissioners
Agenda Item Summarization & Narrative

Item: Consideration of Voluntary Noncontiguous Annexation by Two Hardworking Guys, LLC

Contact: Mr. Jon Mendenhall, Town Administrator

Location: New Business

Follow-up: None

Requested Action: Action (motion, second, vote)

Budgetary Impact: Increased revenue offset by increased expenditure

Narrative:

This item seeks the Board's consideration of the voluntary noncontiguous annexation by Two Hardworking Guys LLC. This property will house the Beach Window and Door LLC expansion.

Receipt of Annexation Petition: May 7, 2015

First Reading: July 6, 2015

Public Hearing: July 9, 2015

Second Reading: July 9, 2015

ORDINANCE 15-9

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE TOWN OF CAROLINA SHORES, NORTH CAROLINA

WHEREAS, the Town of Carolina Shores Board of Commissioners (“Board”) has been petitioned by Two Hardworking Guys Holdings, LLC under G.S. § 160A-58.1 to annex the properties described below;

WHEREAS, the Board directed the Town Clerk to investigate the sufficiency of the petition;

WHEREAS, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of these annexations was held in the Meeting Room of the Carolina Shores Town Hall at 200 Persimmon Road, Carolina Shores, NC 28467 at 2:00 p.m. on July, 2015 after due notice by publication and posting on June 25, 2015;

WHEREAS, the Board finds that the properties described herein meet the standards of G.S. § 160A-58.1(b) as follows:

- a. The nearest point on each of the proposed satellite corporate limits is not more than three (3) miles from the primary corporate limits of the Town of Carolina Shores (“Town”);
- b. No point on each of the proposed satellite corporate limits is closer to another municipality than to the Town;
- c. Each of the proposed satellite corporate limits is situated such that the Town will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits;
- d. No subdivision, as defined in G.S. § 160A-376, will be fragmented by these proposed satellite annexations;

- e. The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits, does not exceed ten percent (10%) of the area within the Town's primary corporate limits;

WHEREAS, the Board further finds that the petition has been signed by all the owners of the properties as required by law to sign; and

WHEREAS, the Board further finds that the petition is otherwise valid, and that the public health, safety, and welfare of the Town and of the proposed satellite annexations will be best served by annexing the properties described herein:

NOW, THEREFORE, BE IT ORDAINED by the Town of Carolina Shores Board of Commissioners, in a meeting duly noticed and assembled, that:

Section 1: By virtue of the authority granted by G.S. § 160A-58.2, the following described non-contiguous properties are hereby annexed and made part of the Town effective as of July 9, 2015:

Tax Parcels 2400000401 & 2400000402

Being all those certain tracts or parcels of land lying in Shallotte Township, Brunswick County, North Carolina and being more particularly described as follows:

Beginning at a point in the southern right of way line of Secondary Road 1300 (Calabash Road-60' Public Right of Way); said being point being located as follows: Commencing in the approximate centerline intersections of Secondary Road 1300 and US Highway 17 (Right of Way Varies) and running with the centerline of Secondary Road 1300, 1825.61 feet to a railroad spike found in the centerline of Secondary Road 1300; thence leaving the centerline of Secondary Road 1300, S16°25'W, 30.5 feet to a point in the southern right of way line of Secondary Road 1300; thence with the southern right of way line of Secondary Road 1300, N63°20'W, 441.45 feet to a new iron pipe set in the southern right of way line of Secondary Road 1300, the Point of Beginning.

Thence from the Point of Beginning and leaving the southern right of way line of Secondary Road 1300, S02°25'E, 453.5 feet to a new iron pipe; thence S20°12'W, 1622.76 feet to a point; thence N44°27'W, 685.55 feet to a point; thence N39°38'58"E, 1164.02 feet; thence N23°00'E, 600.00 feet to a new iron pipe set in the southern right of way line of Secondary Road 1300; thence with the southern right of way line of Secondary Road 1300, S61°22'E, 12.00 feet to a point, thence S63°20'E, 253.34 feet to the place and point of Beginning. Containing 24.2 acres as shown on a survey prepared by Bobby M. Long, P.L.S. titled "Land Owned by N.G. Ward Estate" as recorded in Map Cabinet J, Page 261 of the Brunswick County Registry. This description includes all of Brunswick County Tax Parcels 2400000401 and 2400000402 as of June 2, 2015.

OUT PARCEL

Excepting however, the following tract or parcel of land as described below:

Being all that certain tract or parcel of land lying in Shallotte Township, Brunswick County, North Carolina and being more particularly described as follows:

Beginning at a new iron pipe set; said iron pipe being located the following bearings and distances from the centerline intersections of Maplewood Drive and Secondary Road 1300, N72°25'13W, 188.29 feet to an existing iron pipe; thence S02°25'W, 323.20 feet to a new iron pipe set; thence N87°35'W, 20.00 feet to the Place and Point of Beginning.

Thence from said Point of Beginning, S02°25'W, 130.00 feet to a new iron pipe set; thence N87°35'W, 167.54 feet to a new iron pipe set; thence N02°25'E, 130.00 feet to a new iron pipe set; thence S87°35'E, 167.54 feet to the Place and Point of Beginning. Said tract being bordered on the north, south and west by the lands claimed by Two Hardworking Guys Holdings, LLC as recorded in Deed Book 3643, Page 1224 and on the east by a 20 foot wide easement as shown on and containing 0.50 acres as shown on a map prepared by Samuel T. Inman,

P.L.S. titled "Survey for Faye Spencer" as recorded in Deed Book 842, Page 168 of the Brunswick County Registry.

Together with a non-exclusive perpetual right of way and easement for ingress, egress and regress over, upon and through the following described real property:

Beginning at an existing iron pipe in the southern right of way line of Secondary Road 1300; said beginning point being located N72°25'13W, 188.29 feet from the centerline intersections of Maplewood Drive and Secondary Road 1300; thence S02°25'W, 453.20 feet to an existing iron pipe found in a ditch; thence N87°35'W, 20.00 feet to a point; thence N02°25'E, 453.20 feet to a point in the southern right of way line of Secondary Road 1300; thence with the southern right of way line of Secondary Road 1300 to the Point of Beginning.

Being all of a Proposed 20' Easement as shown on a map prepared by Samuel T. Inman, P.L.S. titled "Survey for Faye Spencer" as recorded in Deed Book 842, Page 168 of the Brunswick County Registry.

Section 2: Upon and after July 9, 2015, the above described properties and its citizens shall be subject to all debts, laws, ordinances, and regulations in force in the Town of Carolina Shores and shall be entitled to the same privileges and benefits as other parts of the Town. Said properties shall be subject to municipal taxes according to G.S. § 160A-58.10.

Section 3: The Mayor of the Town shall cause to be recorded in the office of the Register of Deeds of Brunswick County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed properties described in Section 1

above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Brunswick County Board of Elections as required by G.S. § 163-288.1.

In the COUNTY OF BRUNSWICK

Adopted this ____ Day of July, 2015

TOWN OF CAROLINA SHORES BOARD OF COMMISSIONERS

By: _____
Walter B. Goodenough, Mayor

ATTEST:

APPROVED AS TO FORM:

Nicole Marks, Clerk to the Board

Town Attorney

Town of Carolina Shores Board of Commissioners
Agenda Item Summarization & Narrative

Item: Consideration of an Economic Development Agreement for Beach Window and Door, LLC

Contact: Mr. Jon Mendenhall, Town Administrator

Location: New Business

Follow-up: None

Requested Action: Action (motion, second, vote)

Budgetary Impact: Will require appropriation of general fund monies

Narrative:

This item seeks the Board's consideration of a resolution approving an economic development agreement for Beach Window and Door, LCC.

This agreement is estimated to produce \$1,000,000 in investment with the total cost of incentives costing approximately \$20,105.93 with such monies being appropriated from the general fund upon certified performance of the economic development incentive recipients over a period of years.



TOWN OF CAROLINA SHORES BOARD OF COMMISSIONERS

A RESOLUTION AUTHORIZING AN ECONOMIC DEVELOPMENT AGREEMENT
WITH BEACH WINDOW AND DOOR, LLC

WHEREAS, G.S. § 158-7.1 authorizes the Town of Carolina Shores (“Town”) to undertake economic development projects by extending assistance to entities intending to locate or expand their operations within the Town; and

WHEREAS, the Town of Carolina Shores Board of Commissioners (“Board”) has conducted a public hearing on the question of whether to participate in an economic development project with Beach Window and Door, LLC (“LLC”), engaged in the business of assembling, selling, and distributing building hardware supplies and materials, by reimbursing the LLC for certain costs associated with relocating its facility within the Town’s corporate limits; and

WHEREAS, developing said facility will result in investments having a value of at least One Million Dollars (\$1,000,000) as shown on the Town’s tax listings and in the creation and retention of ten (10) new, permanent, full-time jobs within the Town; and

WHEREAS, this economic development project will help stimulate and diversify the local economy, increase business opportunities within the Town, and result in the creation of a significant number of local jobs; and

WHEREAS, the reimbursable incentives the Town will pay to the LLC, in exchange for and on the express condition of its compliance with specified performance commitments, will be available in the Town’s General Fund:

NOW, THEREFORE BE IT RESOLVED by the Town of Carolina Shores Board of Commissioners that:

1. The Economic Development Agreement (“Agreement”) between the Town and the LLC attached hereto and incorporated herein by reference is approved.
2. The Town is authorized to expend General Funds, as set forth in the Agreement, for the economic development project described above.
3. The Mayor is authorized to execute the Agreement on behalf of the Town.

[signature page follows]

In the COUNTY OF BRUNSWICK

Adopted this ____ Day of _____, 2015

TOWN OF CAROLINA SHORES BOARD OF COMMISSIONERS

By: _____
Mr. Walter Goodenough, Mayor

Ms. Nicole Marks, Clerk to the Board

ECONOMIC DEVELOPMENT AGREEMENT

This **ECONOMIC DEVELOPMENT AGREEMENT** (“Agreement”) is made and entered into this ____ day of July, 2015 (the “Effective Date”) by and between Beach Window and Door, LLC (“LLC”), a North Carolina Limited Liability Company and the Town of Carolina Shores (“Town”), a North Carolina municipality.

RECITALS:

WHEREAS, North Carolina General Statute § 158-7.1 (“Local Development Act”) authorizes the Town’s Board of Commissioners (“Board”) to enter into agreements and make appropriations for the purpose of locating commercial enterprises within the Town to increase the Town’s tax base and economic opportunities;

WHEREAS, the LLC is engaged in the business of assembling, selling, and distributing building hardware supplies and materials and intends to relocate its facility within the Town’s corporate limits;

WHEREAS, locating the LLC’s facility within the Town will require capital investment and will create a significant number of employment opportunities;

WHEREAS, the Board, following a public hearing on the question of entering into this Agreement, finds that locating the LLC’s facility within the Town will increase the Town’s tax base and result in approximately 10 new jobs over a five (5) year period with average wages/salaries of not less than 115% of the median salary of Brunswick County, North Carolina;

WHEREAS, the Board also finds that it will be in the public interest to provide financial incentives to the LLC for the purpose of relocating its facility within the Town;

WHEREAS, the Board also finds that the increased tax revenues and economic opportunities generated by the LLC at the relocated facility will, over time, exceed the amount of the incentives provided herein;

WHEREAS, the incentives will be made on the express condition of being forfeited or reimbursed to the Town in the event the LLC does not meet certain performance commitments; and

WHEREAS, the parties intend for this Agreement to set forth the incentives, the performance commitments, and the events requiring reimbursement in the event of a default hereunder:

NOW, THEREFORE, in consideration of these premises and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1. DEFINITIONS

In constructing this Agreement and the exhibits incorporated by reference herein, the following terms shall have the respective meanings set forth below wherever they appear.

1.01 "Abandonment of Operations" means that for a period in excess of two (2) weeks, the LLC's level of Full Time Equivalent Employees or Direct Investment drops below twenty percent (20%) of the Performance Commitments set forth on Exhibit B *Performance Commitments and LLC Reimbursement Obligations for Non-Compliance* ("Exhibit B").

1.02 "Beneficial Occupancy" means the date on which the LLC occupies the Facility for its intended purpose, such date being shown by a certificate of occupancy and the creation and retention of at least four (4) Full Time Equivalent Employees employed at the Facility.

1.03 "Business Day" means any day that is not a Saturday or a Sunday or a day on which the State courthouses are closed by law.

1.04 "Direct Investment" means the original tax value of all land, buildings, up-fit of buildings, and equipment as listed on the Town's Business Real and Personal Property Tax Listings.

1.05 "Facility" means the facility intended to be developed and occupied by the LLC within the Town's corporate limits.

1.06 "Full Time Equivalent Employees" ("FTEE's") means the total number of employees employed for a minimum of forty (40) hours of week at or in association with the Facility as of December 31st of each year during the Term of this Agreement as set forth on Exhibit B. Such employees may be hired at any time prior to December 31st of the subject year and may be a combination of full and part time employees provided that the total number of FTEE's during each year of the Term equals or exceeds the requirements for that year.

1.07 "Incentives" means the amount of reimbursable grants made by the Town to the LLC offsetting its expenditures for building permits, water and sewer tap fees, property taxes, job creation, and business opportunities resulting from or associated with developing and operating the Facility as set forth in Article 3 herein.

1.08 "Occupancy Date" means the date on which the LLC assumes Beneficial Occupancy of the Facility.

1.09 "Performance Commitments" means the levels of required FTEE's created and retained and Direct Investment listed or caused to be listed by the LLC as conditions for receiving the Incentives.

1.10 "Properties" means the two (2) tracts of real property located within Brunswick County, Brunswick County Parcel ID Nos. 2400000401 and 2400000402, owned by the LLC and to be annexed into the Town's corporate limits as a condition of this Agreement.

1.11 "State" means the State of North Carolina.

1.12 "Term" means the fifty-six (56) month term of this Agreement commencing on April 30, 2015 and expiring on December 31, 2019.

ARTICLE 2. LLC OBLIGATIONS

2.01 Performance Commitments. In exchange for receiving the Incentives set forth in Article 3, the LLC shall comply with certain Performance Commitments creating and retaining new employment and increasing the Town's tax revenue. The parties agree that the LLC's compliance with the Performance Commitments over the Term of this Agreement is an express condition of receiving the Incentives and any sums appropriated or expended by the Town as Incentives shall be forfeited or reimbursed by the LLC in the event it fails to comply with the following:

a) The creation and retention of a minimum 10 FTEE's employed at the Facility over the Term of this Agreement. It is agreed that the required number of FTEE's may be created incrementally over the Term provided that the number of FTEE's created and retained in any subject compliance year conforms with the requirements of that year as set forth in Exhibit B and that the total number of required FTEE's is created and retained by December 31, 2019.

b) The making of Direct Investments equal to or exceeding One Million Dollars (\$1,000,000.00) on or before December 31, 2016 and maintaining that level of investment through December 31, 2019 as shown on the Town's Business Real and Personal Property Tax Listings. The Direct Investments may be made on a phased basis over the first two (2) years of the Term provided that the required One Million Dollars (\$1,000,000.00) level of investment shall be made no later than December 31, 2016.

c) In the event the LLC fails to comply with the annual Performance Commitments set forth in Exhibit B, the LLC shall be required to forfeit the Incentives it would have been entitled to for that subject compliance year and shall reimburse the Town for the Incentives it has received in accordance with the provisions set forth in Exhibit B.

2.02 Confirmation and Verification. Confirmation of the LLC's compliance with the Performance Commitments shall be made in writing annually on December 31st of each year of the Term showing the creation and retention of the required number of FTEE's and the amount of Direct Investment made and maintained. The annual confirmations shall be made by a duly authorized officer of the LLC and acknowledged before a Notary Public, and in substantially the same form as Exhibit C *Certificate Confirming Performance Commitments* (hereinafter "Compliance Certificate").

The Town may, in its sole discretion, require other documentation verifying compliance with the Performance Commitments and the LLC hereby agrees to cooperate with the Town by providing the requested documentation. The LLC's failure to timely provide annual confirmations or other required documents shall be deemed to constitute a default of this

Agreement such that the Town shall provide written notice of the default to the LLC, together with the requisite period of time within which to cure the default, in accordance with the notice and default provisions herein. In the event the LLC fails to cure the default within the requisite period of time, then such failure shall be deemed to constitute an Abandonment of Operations by the LLC. Any Incentives due to be issued to the LLC at the time of any default shall be withheld by the Town pending the curing of the default.

2.03 Annexation. Contemporaneously with its execution of the Agreement, the LLC shall deliver to the Town an executed petition, in conformity with the Petition for Annexation attached hereto and incorporated herein by reference as Exhibit D, to annex the LLC's Property.

ARTICLE 3. TOWN OBLIGATIONS

3.01 Economic Development Incentives. In exchange for the LLC's performance under this Agreement, the Town shall provide the following Incentives:

a) Building Permit Fees (Reimbursable Grant). Within thirty (30) days following the Town's receipt of the LLC's annual Compliance Certificate, together with the LLC's documentation of any such costs, the Town shall reimburse the LLC one hundred percent (100%) of the building permit fees it incurs during the subject compliance year in conjunction with developing the Facility.

b) Water and Sewer Tap Fee (Reimbursable Grant). Within thirty (30) days following the Town's receipt of the LLC's annual Compliance Certificate, together with the LLC's documentation of any such costs, the Town shall reimburse the LLC, up to a maximum of \$2500.00 over the Term, one hundred percent (100%) of the water and sewer tap fees it incurs during the subject compliance year in conjunction with developing the Facility.

c) Tax Reimbursement (Reimbursable Grant). Within thirty (30) days following the Town's receipt of the LLC's annual Compliance Certificate, together with the LLC's documentation of any such taxes paid, the Town shall reimburse the LLC a percentage of the *ad valorem* taxes the LLC paid during the subject year for the tract of land on which the Facility is located and the business property taxes the LLC paid during the subject compliance year in conjunction with the Facility (collectively, the "Taxes") as follows:

Calendar Year 2015: fifty percent (50%) of Taxes paid;
Calendar Year 2016: forty percent (40%) of Taxes paid;
Calendar Year 2017: thirty percent (30%) of Taxes paid;
Calendar Year 2018: twenty percent (20%) of Taxes paid; and
Calendar Year 2019: ten percent (10%) of Taxes paid.

d) FTEE Job Creation and Retention (Reimbursable Grant). Within thirty (30) days following the Town's receipt of the LLC's annual Compliance Certificate documenting the same, the Town shall grant the LLC, up to a maximum of \$5000.00 over the Term, \$200.00 for

each FTEE job created during the subject compliance year; provided that, however, each job is retained for a period of five (5) years.

e) Town Opportunity Fund (Reimbursable Grant). Upon the Town's receipt of the LLC's first annual Compliance Certificate, the Town shall grant the LLC \$2,000 as a new business discretionary incentive grant.

ARTICLE 4. TERMINATION OF AGREEMENT

4.01 Termination. This Agreement shall automatically terminate following the LLC's performance of its obligations hereunder as evidenced by a timely and satisfactory filing of the final Certificate Confirming Performance Commitments on December 31, 2019. The Town shall also have the option of terminating this Agreement upon an uncured default of this Agreement by the LLC or upon its Abandonment of Operations. In the event of a termination following an uncured default or an Abandonment of Operations, the LLC shall forfeit and reimburse the Town for the Incentives it previously received in accordance with, respectively, Exhibit B and Exhibit A *LLC's Reimbursement Schedule Following Abandonment of Operations*.

ARTICLE 5. ADJUSTMENTS OF PERFORMANCE COMMITMENTS

5.01 Adjusted Performance Commitments. In the event the LLC determines it can significantly exceed the Direct Investment Performance Commitment but cannot comply with the FTEE Performance Commitments, then the parties shall negotiate in good faith to amend the Performance Commitments and their respective reimbursement obligations.

ARTICLE 6. TEMPORARY REDUCTIONS IN PERFORMANCE COMMITMENTS

6.01 Force Majeure. Neither the LLC or the Town shall be responsible for any default, delay, or failure to perform in the event of causes beyond such party's reasonable control, including, without limitation, strikes, lockouts, actions or inactions of governmental authorities (excluding those of the Town), epidemics, wars, acts of terrorism, embargoes, fires, hurricanes, adverse weather, acts of God, interference duly caused by the other party, or the default of a common carrier. Any date or times by which the parties are otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason such cause. If written notice of any such delay is provided to the other party within a reasonable time after the commencement of the delay, then an extension of time for such cause shall be deemed granted and agreed to by the other party for the period of the enforced delay or longer as may be mutually agreed upon in writing.

ARTICLE 7. GENERAL PROVISIONS

7.01 Effective Date and Term. The Effective Date of this Agreement, as set forth above, is the date the Agreement has been fully executed and the Agreement shall be in effect and enforceable as of the Effective Date. Unless this Agreement is terminated earlier in accordance with its terms and conditions, the parties' obligations to perform hereunder commence on the Effective Date and shall be completed on December 31, 2019.

7.02 Non-Business Days. If the date for making any payment, performing any act, or exercising any right provided for herein shall not be a Business Day, then such payment shall be made, act performed, or right exercised on or before the next preceding Business Day.

7.03 Representations and Warranties. The Town represents and warrants to the LLC that entering this Agreement and providing the Incentives set forth herein are within its authority and that it is duly authorized and empowered to enter into this Agreement and perform its obligations hereunder pursuant to the Local Development Act unless otherwise ordered by a court of competent jurisdiction. The LLC represents and warrants to the Town that it is a duly organized and validly existing limited liability company in good standing under the laws of the State and has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder.

7.04 Liability of Officers, Employees, and Agents. No elected official, officer, employee, or agent of the Town or the LLC shall be subject to any personal liability or accountability by reason of having executed this Agreement or any other documents related to the transactions contemplated hereby. Such elected officials, officers, employees, or agents shall be deemed to have executed any such documents in their official capacities only and not in their individual capacities. This Section shall not relieve any such elected official officer, employee, or agent from the performance of any official duty provided by law.

7.05 Indemnification. The LLC hereby agrees to indemnify, protect, and hold the Town and its elected officials, officers, employees, agents, and representatives harmless from all liabilities, obligations, losses, claims, damages, actions, suits, proceedings, costs, and expenses whatsoever, including reasonable attorneys' fees and the costs incurred in any settlement or proceeding, arising out of, connected with, or resulting directly or indirectly from the transactions provided or contemplated by or relating to this Agreement but only insofar as such matters relate to events subject to the control of the LLC and not the Town. The indemnification provided for in this paragraph shall survive the termination of this Agreement for a period of three (3) years.

7.06 Limited Obligation of the Town. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the Town within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as delegating governmental powers nor as a donation or a lending of the Town's credit within the meaning of the State constitution. This Agreement shall not directly, indirectly, or conditionally obligate the Town to make any grants beyond those provided for in Article 3 herein. No provision of this Agreement shall be construed or interpreted as pledging, issuing, obligating, or creating a lien on any specific taxes, tax revenues, or other classes or sources of the Town's moneys, nor shall any provision herein restrict to any extent prohibited by law, any action or right of action on the part of any future governing board of the Town. To the extent of any conflict between this paragraph and any other provisions of this Agreement, this paragraph shall control.

7.07 Default. In the event the Town or LLC should default in the performance of any act or obligation provided for in this Agreement, then the other party shall provide the defaulting party with written notice of the default together with a minimum period of sixty (60) days after receipt of such notice to cure the default prior to pursuing any remedy associated therewith.

7.08 Notices. All notices, confirmations, requests, demands, and other communications provided for herein shall be in writing and deemed to have been duly given upon hand delivery (against receipt) or as of the date of delivery as shown on the receipt if mailed by United States Postal Service certified mail, return receipt requested. Notice shall be addressed to the parties as follows: .

LLC: Harvey Sutton, Registered Agent
Post Office Box 7355
Ocean Isle Beach, NC 28469

TOWN: Town Administrator
TOWN OF CAROLINA SHORES
200 Persimmon Road
Carolina Shores, NC 28467

Copy to: James E. Eldridge, Town Attorney
Post Office Box 1380
Wilmington, North Carolina 28402

7.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

7.10 Mediation and Venue. In the event any party believes the other party is in default of or in material breach of this Agreement, then following written notice of the default/breach and the running of the period of time within which to cure, the parties shall:

a) Make a good faith effort to negotiate a resolution of the default/breach.

b) In the event that negotiations fail to resolve the default/breach, then prior to commencing any litigation or pursuing any other remedy at law or equity, either party may demand that the default/breach be mediated before a State certified mediator and each party shall pay one-half (1/2) of the mediator's fee. Notice of a demand for mediation shall be in writing and provided to the other party within thirty (30) days after the period of time to cure has expired. In no event shall the demand for mediation be made after the date when commencement of legal proceedings based on the default/breach would be barred by any applicable statute of limitation. The parties shall agree on the selection of a mediator within thirty (30) days after receipt of the demand for mediation.

c) Failure of either party to timely demand mediation or to agree on the selection of a mediator shall be deemed to constitute a knowing and voluntary waiver of the obligation to mediate such that the parties may then pursue any and all actions at law and equity to remedy the default/breach.

d) The forum and venue for any litigation arising out of this Agreement shall be in the State General Court of Justice in Brunswick County, North Carolina.

7.11 Public Information. The Town is committed to compliance with the State's Public Records Law, North Carolina General Statutes §§ 132-1 *et seq.* (the "Act"), such that any information provided by or on behalf of the LLC which it considers as confidential under the Act shall be maintained as confidential to the extent allowed by the Act on the condition that the LLC provides written notice to the Town identifying the information it deems confidential and sets forth the bases for identifying that information as such. If any such confidential information is requested in accordance with the Act, then the Town shall act in accordance with the provisions set forth therein and the LLC shall be responsible for defending the confidentiality of any such information.

7.12 Personal Data. In the course of verifying compliance with the Performance Commitments, the Town, by and through its officers, employees, or agents, may obtain certain information relating to identified or identifiable individuals (such information being referred to herein as "Personal Data"). The Town hereby acknowledges that it shall have no right, title, or interest in any Personal Data obtained by the operation of this Agreement and that it shall not use any Personal Data for any other purpose other than to verify compliance.

7.13 Exhibits. The following Exhibits are attached hereto and incorporated by reference as if fully set forth herein:

- A – LLC's Reimbursement Schedule Following Abandonment of Operations
- B – Performance Commitments and LLC Reimbursement Obligations for Non-Compliance
- C – Certificate Confirming Performance Commitments
- D – Annexation Petition

7.14 Binding Effect. Subject to any applicable provisions herein, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors in interest and assigns.

7.15 Assignment. Neither party shall assign the Agreement as a whole or in part without the prior written consent, which shall not be unreasonably withheld, of the other party; provided that, however, the LLC shall provide the Town with prior written notice of any such assignment, and any assignee must agree in writing to be bound by the terms of this Agreement remaining to be performed at the time of the Assignment..

7.16 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges, or causes of action upon any third party.

7.17 No Deemed Waiver. The failure of a party to exercise any right under this Agreement or the waiver by either party of a default or breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any such right or any other provisions herein.

7.18 Severability. If any term or provision of this Agreement shall be judicially determined to be void or of no effect, such determination shall not affect the validity and enforceability of the Agreement's remaining terms and provisions and the balance of the Agreement shall remain in full force and effect.

7.19 Entire Agreement; Modification. This Agreement, including the Exhibits, constitutes the complete, entire, and final agreement of the parties hereto with respect to the subject matter hereof, and supersedes any and all previous communications, statements, and representations, oral or written, with respect to the subject matter hereof. This Agreement may not be modified, amended, or revised except by further written agreement by and between the parties.

7.20 Counterpart Copies. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument which may be sufficiently evidenced by one complete counterpart.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto, acting pursuant to authority duly given, have caused this Agreement to be duly executed as of the Effective Date.

BEACH WINDOW and DOOR, LLC

By: [Signature] [Signature]
Title: Members Member

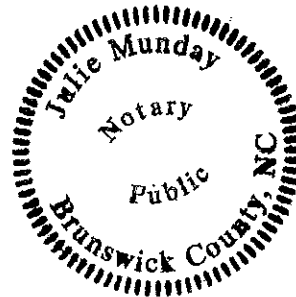
STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, Julie Munday, a Notary Public for said county and state, do hereby certify that Harvey Sutton + David McPherson personally came before me this day and being duly sworn by me says that he/she is the Members of BEACH WINDOW AND DOOR, LLC and acknowledged, on behalf of said entity, the due execution of the foregoing Economic Development Agreement.

Witness my hand and official seal, this the 4th day of June, 2015.

Julie Munday (OFFICIAL SEAL)
Notary Public

My commission expires: 2-25-2016



TOWN OF CAROLINA SHORES

By: _____

Title: _____

ATTEST:

Town Clerk

[SEAL]

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

Name:
Finance Officer, Town of Carolina Shores, North Carolina

EXHIBIT A

LLC'S REIMBURSEMENT SCHEDULE FOLLOWING ABANDONMENT OF OPERATIONS

In the event of an Abandonment of Operations at the Facility at any time up to and including December 31, 2019, the LLC shall forfeit Incentives or reimburse the Town for Incentives previously received as set forth below. The LLC shall pay any such reimbursement to the Town no later than December 31st of the year in which the Abandonment of Operations occurred.

- a) For an Abandonment of Operations occurring in calendar year 2015, the LLC shall forfeit one hundred percent (100%) of the Incentives it would have been entitled to for 2015;
- b) For an Abandonment of Operations occurring in calendar year 2016, the LLC shall reimburse the Town eighty percent (80%) of the Incentives it has received;
- c) For an Abandonment of Operations occurring in calendar year 2017, the LLC shall reimburse the Town sixty percent (60%) of the Incentives it has received;
- d) For an Abandonment of Operations occurring in calendar year 2018, the LLC shall reimburse the Town forty percent (40%) of the Incentives it has received; and
- e) For an Abandonment of Operations occurring in calendar year 2019, the LLC shall reimburse the Town twenty percent (20%) of the Incentives it has received.

EXHIBIT B

**PERFORMANCE COMMITMENTS
AND
LLC REIMBURSEMENT OBLIGATIONS FOR NON-COMPLIANCE**

For each year of the Agreement's Term, the LLC shall comply with and fulfill the following respective Performance Commitments for Full-Time Equivalent Employees ("FTEE's") and Direct Investment. In the event that the LLC fails to comply with any of these Performance Commitments, then it shall forfeit Incentives and reimburse the Town for Incentives previously received as provided below. The LLC shall pay any such reimbursement to the Town no later than December 31st of the year in which it failed to comply with any Performance Commitment.

a) In the event that, on or before December 31, 2015, twenty percent (20%) of the total FTEE's were not created and retained, the LLC shall forfeit seventy-five percent (75%) of the Incentives it would have been entitled to for 2015;

b) In the event that, on or before December 31, 2016, forty percent (40%) of the total FTEE's were not created and retained and one hundred percent (100%) of the Direct Investment was not made and maintained, the LLC shall forfeit the Incentives it would have been entitled to for 2016 and shall reimburse the Town forty percent (40%) of the Incentives it has received;

c) In the event that, on or before December 31, 2017, sixty percent (60%) of the total FTEE's were not created and retained and one hundred percent (100%) of the Direct Investment was not made and maintained, the LLC shall forfeit the Incentives it would have been entitled to for 2017 and shall reimburse the Town thirty percent (30%) of the Incentives it has received;

d) In the event that, on or before December 31, 2018, eighty percent (80%) of the total FTEE's were not created and retained and one hundred percent (100%) of the Direct Investment was not made and maintained, the LLC shall forfeit the Incentives it would have been entitled to in 2018 and shall reimburse the Town twenty percent (20%) of the Incentives it has received; and

e) In the event that, on or before December 31, 2019, one hundred percent (100%) of the total FTEE's were not created and retained and one hundred percent (100%) of the Direct Investment was not made and maintained, the LLC shall forfeit the Incentives it would be entitled to in 2019 and shall reimburse the Town ten percent (10%) of the Incentives it has received.

EXHIBIT C

CERTIFICATE CONFIRMING PERFORMANCE COMMITMENTS

[Date]

Town Administrator
TOWN OF CAROLINA SHORES
200 Persimmon Road
Carolina Shores, North Carolina 28468

**Re: Town of Carolina Shores and Beach Window and Door, LLC Economic
Development Agreement
Effective Date of Agreement: _____, 2015
Certificate Confirming Performance Commitments for Calendar Year 20__**

Dear Sir/Madam:

Pursuant to Article 2 of the above-referenced Agreement, and as the duly authorized _____ of Beach Window and Door, LLC ("LLC"), I hereby warrant and certify the LLC's compliance with the Agreement's Performance Commitments as follows:

1. As of December 31, 20__, the LLC has made/maintains the Direct Investment of One Million Dollars (\$1,000,000.00) in Business Real and Personal Property as shown on the Town's Tax Listings; and

2. As of December 31, 20__, ___ Full Time Equivalent Employee positions were created and retained.

Sincerely,

Beach Window and Door, LLC

By: _____
Title: _____

[notary acknowledgment follows]

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

I, _____, a Notary Public for said county and state, do hereby certify that _____ personally came before me this day and being duly sworn by me says that he/she is the _____ of BEACH WINDOW AND DOOR, LLC and acknowledged, on behalf of said entity, the due execution of the foregoing Certificate.

Witness my hand and official seal, this the ____ day of _____, 201 ____.

(OFFICIAL SEAL)
Notary Public

My commission expires: _____

EXHIBIT D

**STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK**

PETITION FOR VOLUNTARY NONCONTIGUOUS ANNEXATION

TO THE HONORABLE MAYOR AND BOARD OF COMMISSIONERS OF THE
TOWN OF CAROLINA SHORES, NORTH CAROLINA:

1. Petitioner Beach Window and Door, LLC ("Petitioner"), being the undersigned owner, believes that the real property described in Paragraph 2 below (the "Properties") meets the requirements of G.S. § 160A-58.1 and respectfully requests that the Properties be annexed to the Town of Carolina Shores ("Town").

2. The Properties are noncontiguous to the Town's primary corporate limits and the boundaries of the Properties are set forth in the metes and bounds descriptions attached hereto and incorporated herein by reference as Exhibit A.

3. A map showing the Properties in relation to the Town's primary corporate limits is attached hereto and incorporated herein by reference as Exhibit B.

WHEREFORE, Petitioner respectfully requests that the Properties be annexed by the Town.


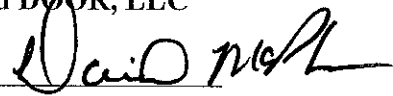
IN WITNESS WHEREOF, Petitioner has caused this Petition to be executed by a duly authorized member whose signature has been acknowledged.

This the ____ day of _____, 2015.

BEACH WINDOW and DOOR, LLC

By:

Title:



Member Member

[notary acknowledgment follows]

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

I, _____, a Notary Public for said county and state, do hereby certify that _____ personally came before me this day and being duly sworn by me says that he/she is the _____ of BEACH WINDOW AND DOOR, LLC and acknowledged, on behalf of said entity, the due execution of the foregoing Petition.

Witness my hand and official seal, this the ____ day of _____, 2015.

(OFFICIAL SEAL)
Notary Public

My commission expires: _____

Town of Carolina Shores Board of Commissioners
Agenda Item Summarization & Narrative

Item: Discussion of HOA/POA Committee

Contact: Mrs. Nicole Marks, Town Clerk

Location: New Business

Follow-up: None

Requested Action: Discussion

Budgetary Impact: None

Narrative:

This item presents for the Board's consideration results from correspondence to the various POA's in the Town of Carolina Shores regarding the selection and appointment of members to a reconstituted HOA/POA Committee.

Town of Carolina Shores Board of Commissioners
Agenda Item Summarization & Narrative

Item: Mayor and Board of Commissioners Comments
Contact: Mr. Walter B. Goodenough, Mayor
Location: Mayor and Board of Commissioners Comments
"Mayor and Board of Commissioners Comments"
Follow-up: None
Requested Action: Allow time for Mayor and Board comment.
Budgetary Impact: None
Narrative:
This item presents a time for Mayor and Board's discussion.

Town of Carolina Shores Board of Commissioners
Agenda Item Summarization & Narrative

Item: Closed Session

Contact: Mr. Walter B. Goodenough, Mayor

Location: Closed Session
[As specified on the closed session notice and agenda]

Follow-up: None

Requested Action: Enter into closed session pursuant to the notice and agenda

Budgetary Impact: None

Narrative:

Pursuant to GS 143-318.11 Closed Sessions

§ 143-318.11. Closed sessions.

(a) Permitted Purposes. – It is the policy of this State that closed sessions shall be held only when required to permit a public body to act in the public interest as permitted in this section. A public body may hold a closed session and exclude the public only when a closed session is required:

- (1) To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes.
- (2) To prevent the premature disclosure of an honorary degree, scholarship, prize, or similar award.
- (3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded.
- (4) To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the

public body in negotiations. The action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session.

- (5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.
- (6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. General personnel policy issues may not be considered in a closed session. A public body may not consider the qualifications, competence, performance, character, fitness, appointment, or removal of a member of the public body or another body and may not consider or fill a vacancy among its own membership except in an open meeting. Final action making an appointment or discharge or removal by a public body having final authority for the appointment or discharge or removal shall be taken in an open meeting.
- (7) To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.
- (8) To formulate plans by a local board of education relating to emergency response to incidents of school violence.
- (9) To discuss and take action regarding plans to protect public safety as it relates to existing or potential terrorist activity and to receive briefings by staff members, legal counsel, or law enforcement or emergency service officials concerning actions taken or to be taken to respond to such activity.

(b) Repealed by Session Laws 1991, c. 694, s. 4.

(c) Calling a Closed Session. – A public body may hold a closed session only upon a motion duly made and adopted at an open meeting. Every motion to close a meeting shall cite one or more of the permissible purposes listed in subsection (a) of this section. A motion based on subdivision (a)(1) of this section shall also state the name or citation of the law that renders the information to be discussed privileged or confidential. A motion based on subdivision (a)(3) of this section shall identify the parties in each existing lawsuit concerning which the public body expects to receive advice during the closed session.

(d) Repealed by Session Laws 1993 (Reg. Sess., 1994), c. 570, s. 2. (1979, c. 655, s. 1; 1981, c. 831; 1985 (Reg. Sess., 1986), c. 932, s. 5; 1991, c. 694, ss. 3, 4; 1993 (Reg. Sess., 1994), c. 570, s. 2; 1995, c. 509, s. 84; 1997-222, s. 2; 1997-290, s. 2; 2001-500, s. 2; 2003-180, s. 2.)