Agenda

Council Regular Meeting
Thursday, May 21, 2026
6:00 p.m.
Town Hall

Page

1. 6:00 P.M. - CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF THE AGENDA

4. ANNOUNCEMENTS

4.1 Proclamation - National Bicycle Safety Month May 2026 - Pdf 5

4.2 Certificates of Achievement 7
MEMO-26-0116 - Pdf

4.3 Upcoming Events - May 2026 9
MEMO-26-0100 - Pdf

5. PRESENTATIONS

5.1 Brunswick County School Bond Referendum
presented by Brunswick County Schools Superintendent Dale Cole, Ed.S

6. PUBLIC COMMENT

6.1 Please note that these proceedings, including the Public Comment portion, are being live streamed and videotaped. The public and media also may videotape these proceedings at any time.

7. APPROVAL OF CONSENT AGENDA

(Items on the consent agenda are considered routine in nature or have been thoroughly discussed at previous meetings. Any member of the Council may request to have an item removed from the consent agenda for further discussion.)

7.1 Potential Conflict of Interest/Association Disclosure

7.2 Consent Agenda

POTENTIAL ACTION: Motion to approve the Consent Agenda as presented.

7.1. Minutes

7.1.1 Approving the following Council Meeting Minutes: 11 - 32
March 16, 2026 - Agenda Council Meeting
April 13, 2026 - Closed Session Meeting
April 20, 2026 - Special Council Meeting
MEMO-26-0106 - Pdf

7.2. Economic and Community Development

7.2.1 Resolution R-26-031 Allowing Possession and Consumption of Malt Beverages and Unfortified Wine in Founders Park for Specific Leland Events 33 - 35
MEMO-26-0091 - Pdf

7.3. Engineering

7.3.1 Resolution R-26-037 Approving the Release of a Stormwater Performance Agreement with Cape Cottages, LP for Cape Cottages 37 - 51
MEMO-26-0104 - Pdf

7.3.2 Resolution R-26-034 Execution of Agreements with Professional Consultants to Provide On-Call Architectural Design, Civil Engineering, Surveying, Inspection, and/or Geotechnical Services 53 - 75
MEMO-26-0096 - Pdf

7.4. Planning & Building Inspections

7.4.1 Resolution R-26-030 to Release a Performance Guarantee Agreement and Surety Bond for the Completion of Required Improvements within the Pinewood Phase 1 Section 1B Subdivision 77 - 86
MEMO-26-0087 - Pdf

7.4.2 Resolution R-26-036 to Release a Performance Guarantee Agreement and Surety Bond for the Completion of Required Improvements within the Beckington Phase 1 Subdivision 87 - 96
MEMO-26-0094 - Pdf

7.4.3 Proclamation Building Safety Month May 2026 97 - 98
MEMO-26-0111 - Pdf

7.5. Finance

7.5.1 Budget Amendment BA26-005: Appropriation of $900,000 in Property Tax Revenue to the Pedestrian Infrastructure Capital Improvement Fund 99 - 100
Budget Amendment BA26-005 - Pdf

7.5.2 Resolution R-26-035 Adopting the Audit Contract for Fiscal Year 2025-2026 in the Amount of $23,750.00 101 - 136
MEMO-26-0105 - Pdf

7.5.3 Budget Amendment BA26-003 Appropriating $3,900,000 in Grant Proceeds and $975,000 of Fund Balance to the Basin Street Extension Capital Project 137 - 138

Budget Amendment BA26-003 - Pdf

8. PUBLIC HEARING CONTINUED FROM APRIL 16, 2026 - DEVELOPMENT AGREEMENT

8.1 Conflict of Interest/Disclosure Statement

8.2 Ordinance ORD-26-006 Approving a Development Agreement Between the Town of Leland and Seaward Development Company, LLC 139 - 191
MEMO-26-0077 - Pdf

9. PUBLIC HEARING - ZONING MAP AMENDMENT

9.1 Conflict of Interest/Disclosure Statement

9.2 Ordinance ORD-26-007 Amending the Official Zoning Map to Rezone Brunswick County Tax Parcel ID 047EC003 193 - 213
MEMO-26-0093 - Pdf

10. OLD/NEW BUSINESS

10.1 Staff Reports 215 - 269
May 2026 Staff Reports

10.2 Council Reports

11. ADJOURNMENT

12. NEXT MEETING DATE

Next Regular Council Meeting Date is June 18, 2026 at Town Hall

Proclamation

Bicycle Awareness Month

WHEREAS, the month of May is observed as Bicycle Awareness Month, and the Leland Town Council is committed to the promotion of safe bicycling for both transportation and recreation; and

WHEREAS, on average, twelve crashes involving bicyclists occur annually in Brunswick County which underscores the importance of ensuring driver awareness and bicyclist safety education in addition to safe facilities for bicycling to prevent crashes; and

WHEREAS, the Town of Leland is committed to promoting the safe use of bicycles on the Town's streets and trails through development of the Safe Streets and Roads for All Comprehensive Safety Action Plan; and

WHEREAS, the Town of Leland supports education about bicycle safety through the Wilmington Urban Area Metropolitan Planning Organization's (WMPO) "Be A Looker" campaign which encourages children and adults to operate their bicycles in a safe manner and educates drivers on how to share the road with bicyclists; and

WHEREAS, the Town of Leland supports cycling events such as the Brunswick Heritage Riverside Ride and continues to make improvements to benefit the bicycling community.

NOW, THEREFORE, the Leland Town Council proclaims May as Bicycle Awareness Month and will continue to promote safe cycling opportunities for Leland's citizens.

IN WITNESS WHEREOF, I, Brenda Bozeman, have hereunto set my hand and caused the Seal of the Town of Leland, North Carolina to be affixed this 21st day of May, 2026.

_____

Brenda Bozeman, Mayor

MEMO

MEMO-26-0116

Meeting Date: May 21, 2026

Prepared By: Sabrena Reinhardt

MEETING TYPE: Council Agenda Meeting

TITLE: Present Certificates of Achievement

PURPOSE: To recognize community members for their recent achievements.

BACKGROUND: At each monthly Regular Council Meeting, the Town Council takes the opportunity to recognize community members for their notable accomplishments and contributions.

SUMMARY: The following individuals will be presented with Certificates of Achievement:

- **Coach Nathaniel Anderson**, recipient of the Brunswick County Middle Schools Teacher of the Year Award;
- **Tucker Barnhill**, a fourth-grade student at Town Creek Elementary School, recognized as Student of the Month for his significant academic and personal growth;
- **Mirabelle Donovan**, for her acceptance into the prestigious North Carolina School of Science and Mathematics;
- **Elizabeth Hall**, Belville Elementary School Teacher of the Year and Brunswick County Board of Education Elementary Teacher of the Year;
- **Amanda Hardee**, Town Creek Elementary School Teacher of the Year;
- **Meredyth Millis**, for her acceptance into the Governor's School West at UNC Greensboro;
- **Dr. Margaret Rollison**, recipient of the Brunswick County Principals Award; and
- **Logan Walcott**, North Brunswick High School Teacher of the Year.

SUPPORTING PLANS: N/A

REQUEST FOR ACTION: The Mayor and Town Council will present the Certificates of Achievement.

MEMO

MEMO-26-0100

Meeting Date: May 21, 2026

Prepared By: Tim McNeilly

MEETING TYPE: Council Regular Meeting

TITLE: Upcoming Events - May 2026

PURPOSE: To highlight and promote upcoming programs and events.

BACKGROUND: The Parks, Recreation and Cultural Resources Department hosts numerous ongoing programs and special events throughout the year. These items are promoted by the Town through our Cultural Arts, Parks and Events (CAPE) guide, on our website, and through our social media channels among other efforts throughout the year. Each month a list is announced at the Town Council Regular Meeting to further promote these items to the public.

SUMMARY:

The following programs and events have been scheduled.

June 2, 12-2 p.m. – Slow Cool Glaze Firing Workshop, LCAC
June 4, 5-6:30 p.m. - Youth Hand Building Workshops, Bird House, ages 10-15, LCAC
June 10, 12-2 p.m. - Decals on Clay, LCAC
June 10, 3-5 p.m. - Wheel Throwing Workshop, LCAC
June 11, 5-6 p.m. - Youth Hand building Workshops, Pet Portraits, ages 6-10, LCAC

SUPPORTING PLANS: Town Council Service Area Vision Statement FY 2025-2026:
Be a governing body that proactively educates and communicates with the public, municipal, county, and state officials.

REQUEST FOR ACTION: No action is requested at this time.

MEMO

MEMO-26-0106

Meeting Date: May 21, 2026

Prepared By: Sabrena Reinhardt

MEETING TYPE: Council Regular Meeting

TITLE: Approve Council Meeting Minutes

PURPOSE: Approving the following meeting minutes:
March 16, 2026 - Agenda Council Meeting
April 13, 2026 - Closed Session Meeting
April 20, 2026 - Special Council Meeting

BACKGROUND: Council held a series of meetings. The Town Clerk provides a record of the meeting minutes as per N.C. G.S. 143.318.10 (e).

SUMMARY: The Town Clerk is requesting that the Town Council review the minutes for the Town's records.

SUPPORTING PLANS: N/A

REQUEST FOR ACTION: The Town Clerk is requesting that Council approve the set of meeting minutes to be placed in the Town's historical archive.

TOWN OF LELAND
Council Agenda Meeting Minutes
Monday, March 16, 2026 at 1:00 p.m.

ASSEMBLY
The Town of Leland Council Agenda Meeting was held on Monday, March 16, 2026 at 1:00 p.m. at the Town Hall.

PRESENT: Brenda Bozeman, Bob Campbell, Veronica Carter, Leland Hyer, and Frank Pendleton

ABSENT:

ALSO PRESENT: David Hollis, Town Manager; Ben Andrea, Planning and Inspections Director; Joshua Hall, Staff Attorney; Jeremy Humphries, Police Chief; Sabrena Reinhardt, Town Clerk; Missy Rhodes, Deputy Town Manager; Barnes Sutton, Economic and Community Development Director; Lynn Vetter, Public Works Director; Ben Watts, Planning Supervisor; and Stephen Coggins, Town Attorney.

1. 1:00 p.m. - Call to Order

1.1 **Mayor Bozeman** called the meeting to order at 1:00 p.m.

2. Pledge of Allegiance

2.1

The Pledge of Allegiance was recited.

There were 26 people from the public in the audience.

3. Approval of the Agenda

ACTION: Motion to approve the agenda as presented.

Motion: Veronica Carter
Second: Leland Hyer
Vote: UNANIMOUS

4. New Staff Introductions

4.1

Mr. Vetter introduced new hires Connor Jacobs, Street Maintenance Tech I and Ryan Staley, Grounds Maintenance Tech I.

5. Presentations

5.1 Voting Districts
presented by Allen Serkin, Cape Fear Council of Governments Executive Director

Mr. Serkin provided an overview of the services offered by the Cape Fear Council of Governments and delivered a presentation on voting district requirements.

The Council asked Mr. Serkin questions regarding his presentation, as summarized below:

Mayor Bozeman stepped out of the meeting unexpectedly. **Mayor Pro Tem Campbell** called a recess at 1:44 p.m., and **Mayor Bozeman** reconvened the meeting at 1:51 p.m.

The Council discussed the implementation and timing of voting districts.

Councilmember Carter stated that transitioning to voting districts would not affect officials currently serving their terms. Mr. Serkin confirmed this understanding. **Councilmember Carter** further noted that, if implemented, officials with terms ending in 2027 would be affected first, followed by those with terms ending in 2029. **Mr. Serkin** confirmed this was correct.

Mr. Serkin noted that the Town of Leland is experiencing rapid growth, which could result in uneven population changes among districts. He stated he could work with staff to identify faster-growing areas to inform districting decisions and address concerns regarding the frequency of redistricting.

Councilmember Hyer asked whether future redistricting efforts could be minimized. **Mr. Serkin** responded that planning based on projected growth could help limit the need for frequent redistricting.

Councilmember Carter asked about the use of state-level or estimated census data. **Mr. Serkin** responded that such data is not sufficiently detailed for redistricting purposes and that block-level census data is required.

Councilmember Pendleton observed that many municipalities referenced in the presentation are smaller and have experienced stable or declining populations, whereas Leland's growth presents a unique situation. **Mr. Serkin** agreed that each districting scenario is unique and noted that Leland's growth would likely necessitate periodic redistricting.

Councilmember Pendleton commented on the challenges of drawing fair districts amid rapid growth. **Mr. Serkin** reiterated that current census data must be used as the basis for districting decisions.

Councilmember Carter asked how to avoid gerrymandering in a nonpartisan election. She brought this question up because of the social media posts that she has seen and would like to provide clarification on the matter. **Mr. Serkin** recommended that the Council establish guiding principles and limit communication between the Council and Council of Governments (COG) staff to only take place in open meetings during the process. He noted that utilizing a third party helps provide transparency and insulation. **Councilmember Carter** added that gerrymandering typically involves shaping districts based on political affiliation and emphasized the Town's nonpartisan form of government.

Councilmember Pendleton asked whether other North Carolina municipalities have experienced growth similar to Leland's. **Mr. Serkin** responded that he was not aware of any. Councilmember Pendleton also inquired about compensation. **Mr. Serkin** explained that the Town would contract with the COG, which would provide alternative districting options, and that the Council would determine how to proceed. Compensation would be based on a contract.

Councilmember Hyer referenced disparities in voter turnout across congressional districts. **Mr. Serkin** clarified that redistricting is based on total population rather than the number of registered voters.

Councilmember Campbell thanked Mr. Serkin for the informative presentation.

Councilmember Carter stated that the presentation served as a useful introduction and suggested the Council consider holding a workshop on the topic.

Councilmember Hyer asked questions regarding election challenges and how candidates run against incumbents. **Mr. Serkin** explained that candidates run for a seat rather than against an individual.

Councilmember Pendleton asked whether any North Carolina municipalities utilize a system in which candidates run for assigned seats at-large. **Mr. Serkin** responded that, to his knowledge, such an approach is typically accomplished through district-based elections.

Councilmember Hyer referenced election systems in other states, including California and Virginia. **Mr. Serkin** confirmed that such systems fall under alternative election models discussed in his presentation.

Councilmember Carter asked about statutory requirements related to election methods. **Mr. Serkin** stated that his presentation focused on modes of election authorized by state statute and noted that adopting a primary system could require a special election. Councilmember Carter mentioned that Durham may utilize a similar system.

Mr. Serkin concluded by stating he could assist the Town with developing voting district maps. He noted that changes to the method of election would require amendments to the Town's ordinances.

5.2 Leland Tourism Development Authority Overview

Mr. Sutton provided a presentation on the Leland Tourism Development Authority, including its history, purpose, and strategic plan.

Councilmember Carter asked what the occupancy rate of hotel rooms was for the previous year. **Mr. Sutton** responded that he did not have the occupancy rate but shared related data, noting approximately 375,000 trips to Leland, an increase of 5% from the previous year, with approximately 23,000 monthly visitors and 601,000 visitor nights. He added that visitor spending in the community totaled approximately $23 million. **Mr. Sutton** further explained that events, such as concerts at Live Oak Bank Pavilion in Wilmington, present opportunities to capture additional visitor spending in Leland, as attendees may choose to stay locally rather than in higher-cost markets.

Councilmember Carter commented that she has observed guests from Tru by Hilton visiting nearby businesses such as Harris Teeter and asked whether local stores have access to foot traffic data. **Mr. Sutton** responded that hotel operators have insight into where guests are traveling from, and businesses may obtain some data based on credit card transactions.

Councilmember Hyer asked how many hotel rooms are located within the Town. **Mr. Sutton** responded that there are approximately 300 rooms currently available. He noted that there are three hotels in operation, an extended-stay hotel under construction, and a Hampton Inn planned for construction near Tru by Hilton.

Councilmember Campbell asked how data from short-term rentals, such as Airbnb and VRBO

properties, is captured. **Mr. Sutton** responded that applicable occupancy taxes are calculated and collected for those accommodations.

5.3 Development and Economic Development Agreements Annual Report - 2025

Mr. Sutton provided an update on the Development and Economic Development Agreements Annual Report.

Councilmember Carter asked if it is unusual that the developer has not dedicated the streets. She mentioned this because the Seabrooke Development has not dedicated their streets yet. Mr. Sutton responded that he reaches out to the developer a few times a year reminding them about the street dedication. He believes it is not a priority for them.

Councilmember Campbell said he would like to see the development agreement expiration dates.

6. Closed Session

6.1

Mr. Hall stated that the purpose of the closed session is pursuant to North Carolina General Statutes §143-318.11, specifically:

- (a)(3) a matter involving an interlocal agreement, and
- (a)(5) a matter involving the potential acquisition of real property, and
- (a)(4) a potential development agreement.

ACTION: Motion to go into closed session.

Motion: Veronica Carter
Second: Bob Campbell
Vote: UNANIMOUS

ACTION: Motion to come out of closed session.

Motion: Veronica Carter
Second: Bob Campbell
Vote: UNANIMOUS

6.2

Mayor Bozeman stated that the Council took no action.

7. Agenda Review for Regular Council Meeting

7.1

The Council and staff discussed the Regular Council Meeting agenda as follows:

7.2.1. Ordinance ORD-26-001 Amending Chapter 10 – Animals in the Code of Ordinances:

Mayor Bozeman asked whether the property in question abuts County property and if there had been any conversations with the County. **Mr. Andrea** stated that the ordinance is based on the Town's jurisdiction; if a property is split between Town and County jurisdictions, the Town can only enforce regulations within its jurisdictional boundaries.

Councilmember Carter noted that dogs and poultry had not been specifically discussed and asked why other animals of concern were not addressed. **Mr. Andrea** replied that the ordinance includes poultry, livestock, and wild animals, which encompass various types of animals. He provided an

example that a pet pig would require a minimum of 40,000 square feet.

Councilmember Pendleton asked whether peacocks or llamas would be classified under the proposed ordinance. **Mr. Andrea** responded that peacocks would fall under poultry and llamas under wild animals. He stated that llamas and alpacas could be added to Section 10.50(a)(2), noting that the ordinance may need to be tailored over time.

Mr. Coggins asked whether the proposed language was obtained from another municipality. **Mr. Andrea** confirmed that it was adapted from the City of Wilmington's ordinance, noting that the Town's amendment does not include a permit requirement as Wilmington's does.

Councilmember Hyer asked why the ordinance is being brought forward now and referenced a recent resident issue. **Mr. Andrea** explained that this has not historically been an issue, as most homeowners' association covenants address such matters.

Councilmember Hyer further asked whether the current situation could be addressed prior to July 1. **Mr. Andrea** responded that the Town should allow the individual time to make proper arrangements for the animals.

Councilmember Pendleton raised concerns about animal waste and asked whether it would be included in the ordinance. **Mr. Andrea** responded that the stormwater and nuisance codes already address this issue.

Councilmember Campbell asked about dangerous dogs and referenced Section 10-294. **Chief Humphries** stated that staff has addressed such matters in the past on a case-by-case basis. **Mr. Andrea** added that Chief Humphries has agreed to continue overseeing these matters.

7.2.2. Resolution R-26-016 Adopting the Southeastern North Carolina Regional Hazard Mitigation Plan:

Councilmember Pendleton inquired about rail lines, specifically regarding hazardous materials transported through areas such as Brunswick Forest and across Highway 17, and whether the plan encompasses those risks. **Mr. Andrea** responded that the Town does not have jurisdiction over the rail lines.

Councilmember Carter noted that the Army was present prior to the Town's development and that mitigation is a joint effort. **Councilmember Pendleton** added that several communities are involved due to the approximately 31-mile span, which falls under the responsibility of the Department of the Army.

Mr. Andrea acknowledged the potential risks associated with the rail corridor and explained that the Town participated in a joint land use study to evaluate and understand those risks, including recommendations for land use planning along the corridor. He noted that considerations include both permitted development near the rail line and the Town's response following a disaster. He further stated that disaster response elements are incorporated into this plan as well as other local and internal plans.

Councilmember Pendleton emphasized the importance of considering current uncertainties and referenced recent incidents, including an evacuation at the Wilmington airport and domestic security concerns nationwide. He stated that these risks should be considered and incorporated into planning efforts.

7.2.3. Resolution R-26-015 Approving the Release of a Performance Guarantee Agreement and Cash Bond for the Completion of Required Improvements within Seabrooke Phase 4 Residential Subdivision:

Councilmember Hyer asked whether the documentation would include confirmation that the work has been completed. **Mr. Andrea** responded that a final inspection report has not historically been included, but staff can incorporate a field report if Council desires.

It was the **consensus** of **the Council** to include completion field reports in future releases of performance guarantee agreements.

Ms. Rhodes stated that these items, with updates to Items 7.2.1 and 7.2.3, are included on the Consent Agenda and asked if Council wished to keep them there. It was the **consensus** of **the Council** to keep the items on the Consent Agenda.

10.1 Certificate of Sufficiency for the Petition of Annexation of Brunswick County Tax Parcel IDs 0280000112 and 0280000113 from Malmo Loop Farm, LLC:

Councilmember Pendleton inquired about the zoning of the property. **Mr. Andrea** responded that if the voluntary annexation is approved, the Town Council would hold a public hearing, and the property would be zoned R-6.

11. Ordinance ORD-26-002 to Modify Chapter 66-4 – Definitions and Chapter 66-162 – Permitted Uses of the Town of Leland's Code of Ordinances:

Councilmember Campbell asked whether the ordinance is being proposed due to a specific prospect or as a precaution. **Mr. Watts** responded that it is a precaution. **Councilmember Campbell** requested that staff emphasize energy consumption and noise during the upcoming presentation.

Councilmember Hyer asked that staff clarify in the presentation that there is no current application for a data center and explain what a data center is. **Mr. Watts** confirmed that staff will address those items.

Mr. Coggins asked about required distances between data centers and property lines within the industrial district. **Mr. Watts** responded that a 500-foot setback from neighborhoods would provide a substantial buffer between uses such as schools or hospitals.

Mr. Coggins also asked how light and noise would be measured and monitored. **Mr. Watts** stated that applicants would be required to provide a noise study conducted by a North Carolina-licensed acoustical engineer.

Mr. Coggins further asked whether the Town has experience with intense lighting. **Mr. Watts** responded that the Town does and described the light site study requirement, which evaluates light spillover onto adjacent properties.

Mayor Bozeman asked whether medical facilities could also be included in setback requirements. **Mr. Watts** stated that staff can evaluate that option.

Councilmember Hyer asked whether such facilities would be required to locate within Leland Innovation Park. **Mr. Watts** confirmed and explained that Council approval would be required for development.

12. Ordinance ORD-26-003 Amending Chapter 1 and Chapter 66 – Civil Penalties in the Code of Ordinances:

Councilmember Hyer asked how the amendment would help avoid mediation. **Mr. Andrea** explained that staff is working toward a finite, predictable violation procedure that does not extend unnecessarily. He noted that there should be a defined point at which a code enforcement case is referred to the Staff Attorney, who then consults with the Town Attorney on next steps.

Councilmember Pendleton asked whether there would be changes to the citation process. **Mr.**

Andrea responded that staff is currently developing a process that is predictable, effective, and efficient, with the intention of codifying it once finalized.

Councilmember Pendleton requested that staff include discussion topics on Closed Session Processes and Board and Committee Requirements on the March 19 Regular Council Meeting agenda. **Ms. Rhodes** confirmed that staff would add Discussion Topics 13.1 Closed Session Processes and 13.2 Board and Committee Requirements to the agenda.

8. Discussion Topics

8.1 Cape Fear Council of Government Opposition Letter for the Fuquay-Varina Interbasin Transfer (IBT) (Staff Update)

Mayor Bozeman said she is requesting permission as the Mayor to sign the Cape Fear Council of Government Opposition Letter for the Fuquay-Varina Interbasin Transfer (IBT).

Mr. Hollis informed the Council that the Council adopted a resolution on this matter in the past. Now the COG has a working group drafting a letter and they request that municipalities sign the new letter.

It was a **consensus** of **the Council** for Mayor Bozeman to sign the letter.

8.2 Board and Committee Applications (Staff Update)

Ms. Reinhardt informed the Council that several Board and Committee terms will expire on June 30, 2026. She presented the current applications received and asked whether the Council would like to make appointments to fill the vacancies at Thursday's Regular Council Meeting.

Councilmember Carter stated that the Council typically conducts a ballot vote on applications to allow for fair comparison among candidates and to avoid discouraging qualified applicants. **Councilmember Pendleton** requested additional information regarding the process. **Mayor Bozeman** explained that each Councilmember would submit their selections on a ballot to the Town Clerk, noting that the ballots are public records. **Councilmember Campbell** added that once the ballots are collected, staff will tally the votes and announce the results, after which the Council will make a motion for the Board and Committee appointments.

Ms. Reinhardt further noted that multiple seats will become vacant this June, and the Council will have the opportunity to fill those positions at that time.

It was the **consensus** of **the Council** to add Board and Committee appointments to Thursday's Regular Council Meeting agenda and to provide ballots for the purpose of casting votes.

8.3 Quarterly Town Hall Style Events (Staff Update)

Ms. Reinhardt stated that staff is proposing to host Town Hall Forum events at different locations, with the first event to be held at the LCAC. She explained that the format would allow time for a mingle-style event, providing the public with an opportunity to have face-to-face conversations with the Mayor and Mayor Pro Tem.

Councilmember Carter asked that if the event is structured as a social setting, how would others hear the responses to questions. **Ms. Reinhardt** replied that while responses would not be heard by all attendees, individuals would still have their questions addressed directly.

Councilmember Pendleton shared that he has previously hosted town hall forums focused on specific topics and noted that providing residents with a platform to speak has been empowering.

Mayor Bozeman stated that she prefers a format centered on a specific topic but acknowledged that attendance may vary depending on the subject matter.

Councilmember Hyer indicated that he has a specific topic in mind for the October forum. **Councilmember Cambpell** stated he will not be able to attend the April Town Hall Forum. Councilmember Hyer agreed to attend the April event, and Councilmember Campbell will attend the event in October.

Ms. Reinhardt stated that staff are seeking direction from the Council in order to begin marketing the events. **Councilmember Carter** expressed support for trying the new event format and suggested that feedback be gathered afterward to help determine how to proceed with future events.

Mr. Hollis reiterated that staff is seeking Council's direction regarding the preferred format for Town Hall Forum events.

It was the **consensus** of **the Council** for members to work individually on each Town Hall Forum, including determining the format and topics.

8.4 Effective Community Engagement Course (Staff Update)

Ms. Reinhardt said that the UNC School of Government would charge $3800 to hold the Effective Community Engagement Course at Town Hall for as many attendees as possible.

Councilmember Pendleton asked if the Communications Department should provide the Town Council with a presentation on effective community engagement.

Councilmember Carter said she got a lot out of the course and wanted to share this information with the Council for consideration.

Mr. Hollis said that our staff have attended training like this and our staff can provide a presentation on this topic in lieu of training from an outside party.

It was a **consensus** of **the Council** that staff provide a presentation on community engagement at next month's Agenda Council Meeting.

8.5 Engagement Opportunities (Staff Update)

Ms. Reinhardt sent the Town's constituents a save the date for the Spring Fling and asked the Council if staff should be reaching out for the Town Council to send a reminder email with a specific time.

It was a **consensus** of **the Council** that the Town Clerk send a reminder email to the constituents that the Town Council will be at the event at 10:00 a.m. and hope to see them there.

Ms. Reinhardt reminded Council if they attend the event that no more than two Councilmembers should be engaged in any form of Town business to ensure that open meetings laws are being followed.

8.6 Potential Ceremonial Recognitions and Presentations (Staff Update)

Ms. Reinhardt stated that **Councilmember Hyer** requested proclamations for Irish Heritage Month

and the Knights of Columbus, as well as a Certificate of Achievement for a resident who published their first book addressing parents who have lost a child.

Councilmember Carter expressed concern about issuing a Certificate of Achievement, noting that the Town has several authors in the community and providing such recognition could create expectations for similar acknowledgments. She also noted the potential for individuals to be unintentionally overlooked, which could lead to negative perceptions. She added that she supports publicly congratulating the author on their accomplishment.

Councilmember Campbell noted that there is an annual day of recognition for parents who have lost a child.

It was the **consensus** of **the Council** for staff to prepare the requested proclamations and place them on this week's Regular Council Meeting agenda.

Councilmember Carter also noted that this year marks the fifth annual North Carolina Rice Festival and affirmed the Town's continued support. She shared that the event was recently held at Brunswick Beer and Cider and that the Town played an instrumental role in establishing the organization as a 501(c)(3). She added that the Town has issued proclamations for the event in the past.

Councilmember Hyer stated that he would withdraw his request for the Certificate of Achievement.

Councilmember Pendleton asked whether a proclamation is the most appropriate method of recognition. **Councilmember Carter** responded that the Town has historically used proclamations to recognize the North Carolina Rice Festival and other annual events.

Ms. Reinhardt explained that resolutions of support are typically used for political or policy-related matters.

Mayor Bozeman stated that she intends to issue a proclamation to Dr. Batish in recognition of his years of service as a longtime physician in Leland. **Ms. Reinhardt** reminded the Council that the Mayor has the authority to issue proclamations without requiring Council consensus.

8.7 Next Month's Discussion Topics Due to the Town Clerk on April 1, 2026

Ms. Reinhardt reminded the Council that next month's Council topics were due to the Town Clerk by April 1, 2026.

9. Action Item

9.1

Ms. Reinhardt requested the Council to set a Special Council Meeting on Monday, April 20, 2026 at 6 p.m. or shortly thereafter at Town Hall for the purpose of having a joint meeting with the Leland TDA, Economic Development Committee, and Parks & Recreation Board to hear and discuss presentations from Visit NC and Outdoors NC.

ACTION: Set a Special Council Meeting on Monday, April 20, 2026 at 6 p.m. or shortly thereafter at Town Hall for the purpose of having a joint meeting with the Leland TDA, Economic Development Committee, and Parks & Recreation Board to hear and discuss presentations from Visit NC and Outdoors NC

Vote: UNANIMOUS

10. Action Item

10.1 WMPO Active Transportation Advisory Committee (ATAC) Appointment

Mr. Andrea stated that the Wilmington Urban Area Metropolitan Planning Organization (WMPO) recently restructured its Bike and Pedestrian Committee, which is now the Active Transportation Advisory Committee. He explained that this change broadens the committee's scope to include a wider range of transportation matters and includes the adoption of new bylaws.

He further noted that, historically, the Council appointed the Transportation Planner to serve on the former Bike and Pedestrian Committee. When that position became vacant, the Council appointed the Planning and Inspections Director to serve in that role.

Mr. Andrea stated that staff is now requesting that the Council appoint the Transportation Planning Engineer to serve on the committee, as that position provides the most relevant subject matter expertise.

Motion to appoint the Transportation Planning Engineer to the WMPO Active Transportation Advisory Committee (ATAC) appointment.

Moved by Veronica Carter

Seconded by Bob Campbell

10.2 Discussion

Councilmember Pendleton asked about the length of the term for the position. **Mr. Andrea** responded that the term is two years; however, staff recommended that the Wilmington Urban Area Metropolitan Planning Organization (WMPO) consider amending its bylaws so that, when a municipality appoints a staff position rather than an individual, the term would not be limited, given the role is based on subject matter expertise rather than a citizen appointment.

Councilmember Pendleton stated that he would be more comfortable making a motion to appoint a specific individual rather than a position. **Mr. Andrea** responded that doing so would require staff to return to the Council for a new appointment if there is a staffing change. **Councilmember Pendleton** indicated that he would find that approach appropriate. **Mr. Andrea** noted that staff would hope the Council would have confidence in staff to designate the appropriate individual to serve in the role.

Councilmember Carter stated that she supports appointing the position, noting that staff members serving in the role are the subject matter experts.

ACTION: Motion to appoint the Transportation Planning Engineer to the WMPO Active Transportation Advisory Committee (ATAC) appointment.

Brenda Bozeman	For
Bob Campbell (Seconded By)	For
Veronica Carter (Moved By)	For
Leland Hyer	For
Frank Pendleton	Against

Vote: CARRIED.

11. FY26/27 Budget

11.1 Council Discussion

Ms. Newton asked the Council if they wanted to make any adjustments to the proposed FY26/27 Budget.

Councilmember Pendleton asked if the recent grant would adjust the proposed budget. **Ms. Newton** responded that the grant will be realized in the current budget and will be brought forward to the Council for acceptance.

11.2 FY26-27 Capital Improvement Plan (Staff Introduction)

Mr. Hollis presented the proposed FY26/27 Capital Improvement Plan (CIP) projects.

Councilmember Campbell asked what dollar amount qualifies a project for inclusion in the CIP. **Mr. Hollis** responded that $500,000 is typically the threshold for projects to be included.

Councilmember Campbell also asked whether the $250,000 allocated for pedestrian infrastructure is intended as a grant match. **Mr. Hollis** confirmed that it is.

Councilmember Pendleton asked whether staff have completed a cost analysis for a fleet vehicle maintenance facility, noting the need for a more in-depth evaluation. **Mr. Hollis** responded that staff has conducted an analysis, though not a formal report. **Councilmember Pendleton** requested a detailed breakdown, citing the potential for significant operational expenses. **Mr. Hollis** stated that staff anticipate bringing the service in-house by 2028, as it has been determined to be beneficial.

Councilmember Campbell asked what would be required for staff to provide a formal analysis. **Mr. Hollis** indicated that compiling the report would take some time and suggested that staff could provide it for the April meeting.

Councilmember Carter noted that the maximum investment the Town can make toward a PARTF grant is $500,000.

Councilmember Pendleton suggested that the Town consider assuming ownership of a portion of Lanvale Road. **Mr. Hollis** explained that Lanvale Road is maintained by the North Carolina Department of Transportation (NCDOT) and spans approximately 2.5 miles. **Councilmember Carter** added that Long Pine Drive, which the Town previously assumed from NCDOT, is approximately 1.5 miles and lies within Town limits, noting that not all of Lanvale Road falls within the Town's jurisdiction.

Mayor Bozeman stated that she has consistently raised requests for improvements to Lanvale Road at Wilmington Urban Area Metropolitan Planning Organization (WMPO) Board meetings.

Councilmember Hyer asked whether the road would be widened to include a turn lane. **Mr. Hollis** responded that previous discussions included widening the road slightly on each side with added concrete features but noted that this would likely be a long-term project.

Councilmember Pendleton suggested that the road may ultimately need to be expanded to four lanes. **Mr. Hollis** replied that a formal analysis would be required to determine the appropriate lane configuration.

Councilmember Carter asked whether projects listed in the State Transportation Improvement Program (STIP) are reflected in the Town's project list and suggested including that information if

applicable.

Mr. Hollis asked **Councilmember Pendleton** whether he would like to add Lanvale Road to the future projects list. **Councilmember Pendleton** responded that he did not wish to do so at this time.

Mayor Bozeman requested an update on currently funded road projects. **Mr. Hollis** reported that the Town's unpaved road projects, including Graham Drive, John Sneed Lane, Appleton Way, and Breman Lane, are currently in the design phase. He noted that environmental studies are required as part of the process and that federal funding requirements add complexity. Staff is working through these requirements to move toward paving the roads.

12. Old/New Business

12.1 Unified Development Ordinance (UDO) Article 1 Draft - General Provisions

Mr. Andrea said Article 1 of the UDO has been included in this agenda packet and it will be discussed at next month's Agenda Council Meeting to obtain Council's feedback.

12.2

Mayor Bozeman would like the Council to call a Special Council Meeting on Wednesday, March 18, 2026 at 7 p.m. or shortly thereafter at the Leland Town Hall for the purpose of the Town Attorney Advisory Opinion Memo.

ACTION: Motion to call a Special Council Meeting on Wednesday, March 18, 2026 at 7 p.m. or shortly thereafter at the Leland Town Hall for the purpose of the Town Attorney Advisory Opinion Memo.

Motion: Veronica Carter
Second: Bob Campbell
Vote: UNANIMOUS

12.3

Mayor Bozeman said it is appropriate to waive the attorney-client privilege of the Town Attorney Advisory Opinion Memo for this upcoming meeting.

ACTION: Motion to waive the attorney-client privilege of the Town Attorney Advisory Opinion Memo.

Motion: Bob Campbell
Second: Veronica Carter
Vote: UNANIMOUS

13. Adjournment

ACTION: Motion to adjourn the meeting at 6:21 p.m.

Motion: Veronica Carter
Second: Bob Campbell
Vote: UNANIMOUS

14. Next Meeting Date

Next Agenda Council Meeting Date is April 13, 2026 at Town Hall

Adopted at a regular meeting on May 21, 2026.

Attest:

_____ _____

Sabrena A. Reinhardt, Town Clerk Brenda Bozeman, Mayor

TOWN OF LELAND
CLOSED SESSION - COUNCIL MEETING
APRIL 13, 2026

ASSEMBLY

The Leland Town Council went into two closed session meetings at their Regular Council Meeting on Monday, April 13, 2026, pursuant to North Carolina General Statutes §143-318.11, specifically:

- Under subsection (5), to discuss the material terms for the potential acquisition of real property; and
- Under subsection (4), to discuss a potential development agreement; and
- Under subsection (3) to discuss litigation in the Great Southern Recreation, LLC v. Group III, United Fire & Casualty Company, and the TOL in Case Number 26CV001047-090; and
- Under subsection (3), attorney client privilege.

The Town Clerk has provided the Town Council with the closed session minutes for review. The minutes function as the official record documenting Board actions. The Council approves the minutes.

Sabrena Reinhardt

TOWN OF LELAND
Council Special Meeting Minutes
Monday, April 20, 2026 at 6:00 p.m.

ASSEMBLY
The Town of Leland Council Special Meeting was held on Monday, April 20, 2026 at 6:00 p.m. at Town Hall for the purpose of hearing presentations from Visit NC and Outdoor NC.

PRESENT: Brenda Bozeman, Bob Campbell, Veronica Carter, Leland Hyer, and Frank Pendleton

ABSENT:

ALSO PRESENT: David Hollis, Town Manager; Adam Golonka, Deputy Town Clerk; Joshua Hall, Staff Attorney; Sabrena Reinhardt, Town Clerk; Barnes Sutton, Economic and Community Development Director.

1. 6:00 P.M. - Call to Order

1.1

Mayor Bozeman called the meeting to order at 6:00 p.m.

The Leland Tourism Development Authority, Parks and Recreation Board, and Economic Development Committee were also present at the meeting.

2. Pledge of Allegiance

2.1

The Pledge of Allegiance was recited.

There were two people from the public in the audience.

3. Approval of the Agenda

3.1

ACTION: Motion to approve the agenda as presented.

Motion: Leland Hyer
Second: Veronica Carter
Vote: UNANIMOUS

4. Presentation

4.1 Visit NC/Outdoor NC

Wit Tuttell Executive Director for Visit North Carolina and Amanda Baker Partner Marketing Manager for Visit North Carolina provided presentations to the Town Council, Board, and

Committee.

Mr. Tuttell said they are always looking for information about unique things and events, and he encouraged submissions be sent to news@visitnc.com.

4.2 Town Council, Leland TDA, Economic Development Committee, and Parks and Recreation Board Discussion

Councilmember Hyer mentioned school travel sports tournaments and asked how the Town can market the local university and colleges to those travel players and their families when they visit the area for tournaments. **Mr. Tuttell** replied that the best course of action would be to connect the university and colleges with the sports rights holders of those tournaments. He stated that there are three things that will never cease no matter the economic climate and those things are; weddings, the military, and youth sports. Parents will always take their kids to their sports games no matter where it is because those games may lead to a scholarship. He stated that Visit NC is part of the North Carolina Sports Association which has partnered with other tourism agencies in North Carolina to create Sports NC and that he will have to bring that up with them.

Councilmember Hyer asked how North Carolina is doing in agrotourism. **Mr. Tuttell** replied that North Carolina is doing well but it is very difficult. There are many challenges in regard toregulations and costs. Agrotourism is not necessarily the breadwinner for tourism, so it often gets pushed aside when things get tough. The biggest problem with those who are involved in agrotourism is that they do not know where to go to get help. Our message to all of them is to come to Visit NC and they will try to help.

Councilmember Carterstated that two years ago the Town hosted the CIAA Golf Championship here. Many of the coaches were fascinated that it was quieter and cheaper to be on the Leland side of the river and some of them booked hotels in Wilmington not realizing that Leland has hotels as well. She asked what Visit NC does for suburban communities like Leland. She stated that it has come to the attention of the Battleship Committee, which she resides on, that visitors are now realizing that they can get to the Battleship easier if they stay in Leland compared to staying in Wilmington. She also stated that Leland is part of the Gullah Geechee Cultural Heritage Corridor as well. She asked what Visit NC's plan is to help promote those things in the future. **Mr. Tuttell** replied that those things are why they offer a lot of co-ops and cost offerings for services of Visit NC. Leland will not be able to compete with Charlotte, Asheville, or the Outer Banks because their budgets are huge. However, you can find different ways to get that authentic message out there such as using social media. You can spend a fraction of the marketing dollars on social media marketing and get a lot more for your money compared to traditional advertising. He stated that part of the Visit NC cooperative program is helping smaller rural areas find ways to get their message out there. When it comes to sports, a lot rides on the sports right's holders.

Councilmember Carterstated that it is amazing how many people travel for some of the nonconventional sports like disc golf and pickleball tournaments which Leland has. **Mr. Tuttell** replied that he agrees and that there is a corn hole championship tournament that draws a large amount of people every year.

Councilmember Pendletonstated that the Town of Leland is a gateway that sits at the base of a funnel that can send people towards various local beaches. However, those beaches are now charging high rates for parking. He asked how big of a deterrent high parking costs have been for Visit NC and trying to attract people to go to the beaches. **Mr. Tuttell**replied that it has become more of a mental barrier rather than a cost barrier for tourists. The problem is when the parking

prices are not announced or they become a surprise for visitors, that is when they turn into a greater impact on people's perceptions of the area. Visit NC's goal is to try to get people to build a habit of planning a trip to the beach every year at the same time of year and they have noticed that one thing that can break a habit like that is sudden changes in parking prices or parking access.

Councilmember Pendletonstated that in Florida, people would go to the beach, spend the whole day there, and then go to the beach restaurants in the evening without worrying about how much time is left on the parking meter. However, in North Carolina, visitors go to the beach and then get out quickly, so they do not have to pay for extra parking time. **Mr. Tuttell**replied that he completely agrees and that it does have an impact on tourism. He stated that their primary focus is on the difference between North Carolina beaches and other beaches and is more about the aesthetics. However, it may be beneficial to Leland that people leave the beaches and then come back to Leland for dinner.

Councilmember Campbell stated that a few years ago, the North Carolina Legislature was not as supportive to the film industry. He asked if Visit NC believes that the State will offer good incentives for the filming industry to return to North Carolina again. **Mr. Tuttell**replied that the State currently has good incentives for TV series and small to medium-sized films. The legislature idea with this incentive plan was to employ people longer on maybe a TV series since they are filming an entire season, which consists of multiple episodes and will keep the filming around longer. Based on how the film incentive is currently, he does not believe that the Leland area will see any big blockbuster type movies film in the area due to a set cap filming and due to North Carolina limiting the amount of spending that can go to actor salaries. The key is to maximize what the current incentive is geared towards and get the right type of filming here.

Ms. Pickettstated that she has heard many times that residents don't want Leland to become a destination. She believes that train of thought can hinder welcoming people to the community. She asked how the Town can address the residents and let them know what the benefit is of becoming a destination. **Mr. Tuttell**replied that it is very common for residents to become a hinderance of tourism. One way to counter that is resident surveys to figure out what the "hot buttons" or "touchy points" are with the residents. Once you determine those points, you address them in public ways to show the residents that they have been heard. Another way is resident exposure to what you are doing to bring in tourism. Tell them that the area is going to become a destination whether they want it to or not and that it is up to them to determine if they want to make it the destination, they want it to be as opposed to a destination that grows by happenstance.

Chair Braddock asked in regard to Leland essentially being a bedroom community to a larger metropolitan area, how are communities like Leland creating their own identity within their municipality?**Mr. Tuttell**replied that good comparisons to Leland would be Selma, NC outside of Raleigh and Gastonia, NC outside of Charlotte. The key thing is to try to keep hold of what you are and what makes you Leland as opposed to Wilmington. You have to decide what that is and figure out what things are unique and distinct about Leland. Once you do, thenyou work to find ways to preserve and highlight those things to attract people. Work to establish a brand that shows what and who Leland is and what you want Leland to be known for.

Ms. Donovan expressed her concerns about Brunswick County beaches having high levels of PFAs in the sea foam. She asked if the issue was on Visit NC's radar and if they were working with any environmental regulators to set regulations on controlling and stopping pollution. **Mr. Tuttell**replied that it is on their radar and that they are working with Outdoor NC on sustainability. He stated that Visit NC and Outdoor NC are non-profits that contract with the North Carolina Department of Commerce (NCDOC) so they are not allowed to lobby but, they are actively working

with the NCDOC on those issues. The tourism industry in North Carolina is made up of approximately 47,000 small businesses. Due to that, tourism does not have the weight and power that a lot of other industries do. Tourism is considered aspieces of other industries.

Ms. Donovan stated that the Environmental Management Commission was currently accepting digital and in person public comments until June 15, regarding the PFAs issue and that there will be a hearing on the issue in Wilmington on April 23 if they would like to attend or submit a comment. **Mr. Tuttell** replied that it is important that they fight for the beauty of the state and that he would be happy to put that information into their newsletter to share with the rest of the tourism industry.

Mr. Long asked where the Leland area ranks as far as retirement compared to other areas in North Carolina and if there was a way to balance advertising the area for retirement without changing the demographics of the area. **Mr. Tuttell** replied that they run a program called Certified Retirement Community (CRC) which requires communities to sign up with them if they wish to attract and market to retirees. CRC does not market any communities that do not want retirees. Brunswick County leads the country in retirees coming in. He stated that their goal with CRC is to attract people to retire to areas and then get those people to want to have a second career. A good example was a retired engineer that loves boats moved to Edenton, NC and they got him to do boat tours as a visitor service and he loves it.

Chair Braddock asked if there are any incentives tied to the CRC program. **Mr. Tuttell**replied that there is not in terms of financial, however, marketing in the program is included.

Chair Hennis stated that North Carolina has become the Mecca for disc golf, so much so that a lot of the disc golf professional players live here. Disc golf has become a sport that is now built into the North Carolina culture. It is a sport that not every state may have the ability to promote and the fact that disc golf is so prevalent in North Carolina might be something tourism should piggyback on. **Mr. Tuttell** replied that he agrees, especially since sports that require larger facilities are being overbuilt. He thinks it is very smart for communities to embrace the alternative sports like disc golf and corn hole which are more cost effective.

Mr. LaCoe asked if they have a way of tracking how the visitors are coming to North Carolina and if it was by flying or driving. **Mr. Tuttell** replied that he knows that the Town is using Placer, ai. There is also geolocation that uses data from apps that people have allowed to track them. There is also survey data that is available. A visitor is considered as someone who travels at least fifty miles to do something or stays overnight.

Ms. McAlickstated that niche sports such as pickleball are becoming very popular. She asked how Visit NC is leveraging and promoting those niche sports like pickleball not just in North Carolina but in the surrounding areas. **Mr. Tuttell** replied that they are probably not doing enough for pickleball at the current moment and that North Carolina needs to get more behind these types of niche sports. North Carolina recently created a major events fund using sports gaming revenue that communities can apply for to get funding assistance for a tournament or major event to come to their area. However, that fund is more for the big sports that seat over twenty thousand people. It would be great to have a fund like that for smaller sports as well. North Carolina tends to leave it to the local communities to market the smaller sports.

At 7:01 pm **Art Dietrich** left the meeting.

Ms. McAlickasked in regard to marketing promotions whether there were any other social media or streaming platforms they promote on, such as Spotify. **Mr. Tuttell** replied they have done some Spotify and Pandora in the past, but they are currently doing a lot of TikTok, Pinterest, and

Instagram. They are also on streaming platforms like Netflix as well, however, the only people that would see those promotions would be people that are outside the state of North Carolina.

Councilmember Pendleton stated that many people mentioned niche sports and that he would like to mention one of the fastest growing sports in the country is cornhole as well. You can now watch the tournaments on TV and there are many places all around Leland and Wilmington hosting cornhole tournaments where people come and stay for a few days to attend or compete in them. **Mr. Tuttell** replied that he agrees and that cornhole is a social sport with a lot of spending power.

Ms. McAlickasked how Leland can work with local municipalities to make attending sports events more affordable. **Mr. Tuttell** replied that working together is key. He mentioned a region in the mountains that consists of six counties who pull their resources together to provide regional marketing campaigns.

Ms. Baker provided the Outdoor NC presentation and provided information about Leave No Trace, the annual Trail Town Guide, and the Outdoor NC Guide Summit.

At 7:08 p.m.**Art Dietrich** returned to the meeting.

Councilmember Carter stated that she is the current president of the North Carolina Greenway Blue Way Gullah Geechee Heritage Trail and they are looking forward to one day being part of the Great Trails of North Carolina where people can learn more about the Gullah Geechee history. Sheasked if they have thought of a way to talk to James Taylor about using "Carolina in My Mind" as the song that automatically plays on the radio when someone crosses state lines. **Mr. Tuttell** replied there has been several conversations with JamesTaylor but there has been no traction. Acquiring the rights to the song is quite costly as well. However, they are currently working with Google on their mapping program to highlight different businesses close to the driver when they cross state lines into North Carolina.

Councilmember Campbellstated that since Leland does not have any beaches, the Town has put more emphasis on other things such as the Parks and Recreation Department and the Parks and Recreation Board. The Town is constantly working on and talking about different areas where new trails can go as well as boat launches on the river. He asked how the Town can get the message out to people about the trails, kayak launches, and boat launches that Leland has to offer. **Ms. Baker** replied that social media like Instagram is an excellent way to get that information out there, as well as using social media influencers or local influencers that use the trails themselves. Collaborate with local outdoor champions and athletes or even local retirees that know the trails and want to be a trail guide for visitors to experience the area.

Councilmember Campbell stated that the Town's focus on these things in the past has been for people who live in Leland and that it may benefit the Town to get some of the funding from outside sources to improve the trails that already exist. **Ms. Baker** replied that people are also looking for ways to give back to communities like voluntourism opportunities. Some examples for that would be planting native plants in a park or greenway. Opportunities like that can be promoted as a way for visitors to come visit the area and give back to the community.

Ms. McAlick asked about getting bids for different types of races such as cross-country, Spartan, or obstacle races. **Ms. Donovan** replied that getting races in the area has been a bit of a blind spot for Leland. The Town does not currently have the types of trails required for those types of events. **Councilmember Carter**stated that Leland is less than forty years old. The Town owns property but the land has not been developed yet into the types of things that those races require. The Town and the Council are always looking for funding for parks, but it is hard to get the grant dollars required for it. Unfortunately, it is a long and expensive process to acquire the appropriate

properties and then take them through all of the stages of engineering, preservation and sustainability studies, and so on to figure out how to best put a trail in place.

Mr. Hennisstated that Leland recently acquired one thousand acres of nature perserve that presents an opportunity to be used for those types of things as well as a walking and biking trail. **Ms. Baker** replied that the Great Trail State Coalition may be an organization that Leland wants to look into. They have grants available for developing trails. Other organizations to look into for assistance with hosting races or sport events would be the North Carolina Sports Association and the North Carolina Amateur Sports, who have several smaller grants for the development of different sporting facilities.

Councilmember Pendletonstated that many states have adopted a Rails to Trails program converting old railroad paths that have been ripped up and convert them to biking trails. Leland is not a very bike friendly community at the current moment. He asked what the State has done with the Rails to Trails program. **Mr. Tuttell** replied that the State has not done much with the Rails to Trails program. He has seen the program used in other states, but it has mostly been the counties working with a railroad community. It is a great program and can be a stimulus for economic growth.

Councilmember Campbellstated that races vary in the types of venues that are required for them. If Leland can get some of these races, maybe the Town can reach out to South Carolina to encourage their athletes to come run the Leland Trails. He was amazed at how much people would pay to be involved in these races as well. **Ms. Baker** replied that Outdoor NC can help promote outdoor races on its website.

Ms. Donovan asked if Visit NC or Outdoor NC help with bringing Thomas Dambo's trolls to communities and if they are tracking if those art installations are generating any tourism visits. **Mr. Tuttell** replied that they have not helped with those installations in the past, but they are happy to help somebody if they need it. Historically, those installations have been done by the local communities. He stated that at a recent meeting, he was informed that they have tracked over two hundred thousand visits to the trolls so far from all around the world.

Ms. Sitterstated that it is challenging for Leland right now. The Town has lots of land and needs to work on enhancing the land to bring in visitors. Due to Leland not having beaches, the Town is limited on what it has to offer. **Ms. Donovan** asked what a good example was of what Leland should aspire to be or model itself after. **Mr. Tuttell** replied that it is a blessing and a curse. If Leland has land, then the Town can decide what they want it to be. The Town needs to ask itself why people are already coming to Leland. If the Town wants to be known for races, then maybe the land needs to be turned into a Spartan race course and so forth.

Ms. Donovanstated that the Town is still fairly new, growing, and still developing its identity. **Mr. Tuttell** replied that the Town can hire a tourism consultant to assist with developing its identity.

Mayor Bozemanstated that a lot of people do not realize that the Town of Leland is only thirty-seven years old and was built from scratch.

Councilmember Pendletonstated that one of the most important resources Leland has is its weather. He stated that he would like to have walks or races that build a community around the weather and become a legacy event. **Councilmember Hyer** mentioned having a race or walk with the Leland Spring Fling.

Councilmember Carterstated that a race or walk could also be done around the North Carolina Rice Festival. **Councilmember Pendleton** mentioned there are places that even have Disney princess

races that build a legacy. **Mr. Tuttell** added that charities can be included in the races or walks as well. **Ms. Baker** stated that it is a great idea to build onto events that the Town already has.

Chair Braddockstated there used to be a 5k and 10k that occurred in Brunswick Forest for years and that he would like to know why they are no longer doing it and if it was due to funding, safety or even resident support. Leland in Lights could also hold a jingle jog. Brunswick County is one of the fastest growing counties in the country and the Town is growing with it. He asked what the Town currently has that can be marketed and is within the Town limits. **Mr. Tuttell** replied that visitors and people in general are not paying attention if an event crosses the town or city lines. The City of Asheville markets many events that are not within its limits because those events are still regarded as Asheville and within the Asheville region.

Councilmember Carter mentioned the Gullah Geechee Multi-Modal Trail is about sixty miles long and will be constructed throughout several jurisdictions. It is a very large project, the northern part of the trail is estimated to cost over one hundred million dollars.

Ms. Bias mentioned Ev-Henwood that is owned by UNCW, where they teach how to manage the land and keep it natural. **Ms. Baker** replied that the Town should connect with McDowell County Tourism. They are doing some great programming and connecting with their community college.

Mr. Sutton thanked Mr. Tuttell and Ms. Baker for coming as well as everyone from all the Boards and Committees who participated.

5. Adjournment

5.1 **ACTION:** Motion to adjourn the meeting at 7:50 p.m.

Motion: Veronica Carter
Second: Leland Hyer
Vote: UNANIMOUS

Adopted at a regular meeting on May 21, 2026.

Attest:

_____ _____

Sabrena A. Reinhardt, Town Clerk Brenda Bozeman, Mayor

MEMO

MEMO-26-0091

Meeting Date: May 21, 2026

Prepared By: Barnes Sutton

MEETING TYPE: Council Regular Meeting

TITLE: Resolution R-26-031 Allowing Possession and Consumption of Malt Beverages and Unfortified Wine in Founders Park for Specific Leland Events

PURPOSE: This resolution allows the possession and consumption of malt beverages and wine in Founders Park for Specific Leland Events

BACKGROUND: In December 2013 the Leland Town Council amended Chapter 4 of the Leland Code of Ordinances to allow consumption and possession of malt beverages and unfortified wine on town property under certain circumstances and with appropriate approval of the Town Council. There has been interest within the community to allow consumption and possession of alcohol on Town property for certain Town-sponsored events.

SUMMARY: The attached resolution would permit the possession and consumption of beer and wine in Founders Park for the below-listed events with the following conditions:

- Possession and consumption of malt beverages and unfortified wine shall only be permitted during the hours of the event as determined by staff.
- Any persons appearing to be intoxicated will not be allowed on the property and shall be reported to authorities for appropriate action.
- Vendors shall comply with all applicable ABC regulations regarding the sale of malt beverages and unfortified wine

July 31 - Founders Park Grand Opening
August 7 - Founders Park Grand Opening (Rain Date)
August 13 - Concert
August 20 - Concert
September 3 - Concert
September 24 - Battle of the Bowls
October 1 - Concert
October 29 - Concert
November 21 - Leland in Lights
December 19 - Leland in Lights

SUPPORTING PLANS: N/A

REQUEST FOR ACTION: Staff recommends approval of Resolution R-26-031.

Resolution R-26-031

Introduced By: Barnes Sutton
Date: May 21, 2026

Resolution R-26-031 Allowing Possession and Consumption of Malt Beverages and Unfortified Wine in Founders Park for Specific Leland Events

WHEREAS, in December 2013 the Leland Town Council amended Chapter 4 of the Leland Code of Ordinances to allow consumption and possession of malt beverages and unfortified wine on town property under certain circumstances and with appropriate approval of the Town Council. There has been interest within the community to allow consumption and possession of alcohol on Town property for certain Town-sponsored events.

Therefore, Be It Resolved:
That the Leland Town Council permits the possession and consumption of malt beverages and unfortified wine in Founders Park for the below-listed events with the following conditions:

- Possession and consumption of malt beverages and unfortified wine shall only be permitted during the hours of the event as determined by staff
- Any persons appearing to be intoxicated will not be allowed on the property and shall be reported to authorities for appropriate action
- Vendors shall comply with all applicable ABC regulations regarding the sale of malt beverages and unfortified wine

July 31 - Founders Park Grand Opening
August 7 - Founders Park Grand Opening (Rain Date)
August 13 - Concert
August 20 - Concert
September 3 - Concert
September 24 - Battle of the Bowls
October 1 - Concert
October 29 - Concert
November 21 - Leland in Lights
December 19 - Leland in Lights

Adopted by Town Council on this 21 day of May, 2026.

Brenda Bozeman, Mayor

Sabrena Reinhardt, Town Clerk

MEMO

MEMO-26-0104

Meeting Date: May 21, 2026

Prepared By: Abby Clayboss

MEETING TYPE:	Council Agenda Meeting
TITLE:	Resolution R-26-037 Approving the Release of a Stormwater Performance Agreement with Cape Cottages, LP for Cape Cottages
PURPOSE:	To release an existing Stormwater Performance Security Agreement with Cape Cottages, LP and the related surety bond.
BACKGROUND:	Cape Cottages is an approved development located off of Westgate Drive. The developer is responsible for installing certain required improvements in accordance with Town standards. Pursuant to Section 26-162 in the Town Code of Ordinances, a performance security is required for all development and redevelopment to which the Stormwater Ordinance applies.
SUMMARY:	To secure this Stormwater Performance Security Agreement, the developer provided a performance security of 1.25 times the entire estimated cost of the improvements. This agreement was approved on March 17, 2022 according to the Stormwater Performance Security Agreement. The developer now requests the release of the agreement and associated surety bond for the project. Town Staff have reviewed the stormwater improvements associated with Permit LSW 21-04 and found that the project is in substantial compliance.
SUPPORTING PLANS:	N/A
REQUEST FOR ACTION:	Staff recommends Council adopt Resolution R-26-037

Resolution R-26-037

Introduced By: Abby Clayboss
Date: May 21, 2026

Resolution R-26-037 Approving the Release of a Stormwater Performance Agreement with Cape Cottages, LP for Cape Cottages

WHEREAS, pursuant to Section 26-162 in the Town Code of Ordinances, a performance security is required for all development and redevelopment to which the Stormwater Ordinance applies; and

WHEREAS, Cape Cottages, LP, 'the Developer' executed a Stormwater Performance Security Agreement, attached and incorporated herein by reference as Exhibit A, to guarantee the completion of required improvements for Cape Cottages; and

WHEREAS, to guarantee completion of the improvements, the Developer provided a surety bond to the Town in the amount of $342,206.25, which is 1.25 times the estimated cost of the improvements.

WHEREAS, the Developer has satisfactorily installed all improvements associated with Stormwater for the development at Cape Cottages, and has submitted all required as-built documentation and certifications;

WHEREAS, the Developer has requested in writing to release the Stormwater Performance Security Agreement and associated surety bond of $342,206.25, attached and incorporated herein by reference as Exhibit B;

Therefore, Be It Resolved:
That the Leland Town Council approves the release of the Stormwater Performance Security Agreement and the associated surety performance bond between Cape Cottages. LP and the Town for Cape Cottages.

Adopted by Town Council on this 18 day of May, 2026.

Brenda Bozeman, Mayor

Sabrena A. Reinhardt, Town Clerk

STORMWATER PERFORMANCE SECURITY AGREEMENT

Town of Leland

102 Town Hall Dr., Leland, NC 28451
www.townofleland.com

Public Services Department
Phone 910-371-0148

This Agreement made this 18 day of November 2021, by and between CAPE COTTAGES, LP ("Developer") and the TOWN OF LELAND, NORTH CAROLINA, a municipal corporation located in Brunswick County, North Carolina ("Town").

WITNESSETH:

WHEREAS, the Developer wishes to secure approval of stormwater permit (the "Permit") of a proposed project located in the Town known as CAPE COTTAGES (the "Project"); and

WHEREAS, under the provisions of the Code of Ordinances of Town, the Developer is required to complete installation of certain infrastructure and other required improvements in accordance with the Stormwater Ordinance as codified in Chapter 26, Article III, Phase 2 of the Town's Code of Ordinances ("Stormwater Ordinance") prior to issuance of the Permit; and

WHEREAS, Section 26-162. - *Performance security for installation* of the Town's Stormwater Ordinance provides that a performance security (the "Security") is required for all development and redevelopment to guarantee the developer's requirement to install the obligatory improvements; and

WHEREAS, upon receipt of the Security, the Permit of the affected project may be issued; and

WHEREAS, the Town desires to approve the Permit for the Project described herein and will accept from the Developer a cash bond as Security to guarantee completion of the improvements described hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The recitals set forth hereinabove are incorporated herein and made part of this Agreement.
2. The Developer is desirous of installing

(i) the improvements as shown on the Permit,

(ii) the improvements as shown on any other plans and specifications submitted to the Town by Developer in connection with the work to be carried out as reflected on the Permit,

(iii) the improvements as required by the Town's Stormwater Ordinance and other applicable ordinances, and

(iv) the improvements as set forth in the engineer's report prepared by Cape Fear Engineering attached hereto labeled Attachment "A" (said improvements described herein referred to collectively as the "Improvements").

3. The engineer's report attached as Attachment "A" contains an estimate prepared by such engineer showing a cost of $273,765.00 to complete the Improvements. The cost as reflected in Attachment "A" includes Developer's reasonable estimated cost of administration, inspection, and all required engineering costs for the Town to complete the installation of work.

4. The Developer will provide The Town the required Security in the form of a cash bond in the amount of $342,206.25 which amount is 1.25 times the estimated cost of installation of the Improvements.

5. The Security given by the Developer shall comply with all applicable Town ordinances and shall remain in place for a minimum of one year from the date of this agreement.

6. The Developer shall demonstrate reasonable, good faith progress toward completion of the required improvements that are the subject of the Agreement.

7. In phased development or redevelopment projects, the Developer may request partial release of the Security upon the presentation of an engineer's report reflecting work actually performed as well as work yet to be performed (uninstalled work). The decision to release any part of the Security prior to completion of all Improvements shall be made exclusively by the Town in the Town's sole discretion. Final release of the Security shall be made in accordance with Paragraph 5 above.

8. Any cash funds deposited as Security with the Town by the Developer may be placed in an interest bearing account and all interest earned on such account shall be and remain the property of Town.

9. If all Improvements are not completed within one year from the date of this Agreement, the Developer may request an extension of the time within which to complete such Improvements. An extension may be granted by the Town in the Town's sole discretion. If an extension is granted, the Security given by the Developer for completion of the Improvements shall remain in full force and effect during the extension.

10. In the event Developer fails to complete installation of the Improvements, the Town shall have the option, but not the obligation, in the Town's sole discretion, of utilizing the Security for completion of the Improvements.

11. In the event the Developer fails to complete installation of the Improvements, the Town shall be authorized to (a) withhold any permits for further construction of any improvements of any kind within the Project, and (b) withhold the issuance of any zoning permits for any existing or new construction within the Project.

IN WITNESS WHEREOF, the parties have executed this document the day and year first above written.

DEVELOPER:

Signature: _____

Joe Morrison, Managing Manager

Cape Cottages, LP

TOWN OF LELAND

Signature: _____

Brenda Bozeman, Mayor

Town of Leland

(SEAL)

ATTEST:

Signature: _____

Sabrena Reinhardt, Town Clerk

Town of Leland

PERFORMANCE SECURITY APPLICATION (LSW105)

Town of Leland

102 Town Hall Dr., Leland, NC 28451
www.townofleland.com

Public Services Department
Phone 910-371-0148

Fee (non-refundable):
- [x] $150 New
- [ ] $100 Renewal
- [ ] $500 Reduction / Release

Surety Type:
- [X] Cash Bond
- [ ] Letters of Credit Issuing Bank: _____
  Issuing Guarantor: Cape Cottages

Length of Agreement: 1 year(s)
(minimum one year)

Completed applications must be submitted with processing fee, paid by the application deadline, no later than 21 days prior to the next regularly scheduled meeting of Leland Town Council, and before issuance of a Town stormwater permit. This will allow staff and the Town of Leland's Public Services Department to complete the evaluation of the estimated number of quantities. Submission of this application is not a guarantee of approval.

Developer's Information

Developer: Cape Cottages, LP

Contact Name: Joe Morrison - Managing Member

Mailing Address: 1203 48th Avenue N. Suite 200, Myrtle Beach, SC 29577

Business Phone: 843-839-4634 Mobile Phone: 843-450-9163

Applicant's Email: joe@sandsbuildinggroup.com

Site Information

Site Name: Cape Cottages Latitude: 34-12-34 Longitude: -78-00-37

Subdivision Name (if appliable): Cape Cottages Phase #: N/A Section #: N/A

Stormwater Permit Number (if applicable): LSW 21-04 Map Book: _____ Map Page: _____

Description of improvements (quantity and type of SCMs): 2 wet ponds

Engineer's Information

Company: Thomas & Hutton

Contact Name: Walter Warren, PE

Mailing address: 611 Burroughs & Chapin Blvd, Ste 202, Myrtle Beach, SC 29577

Business phone: 843-839-3545 Mobile Phone: 843-458-0583 Fax: N/A

Engineer's email: hussey.i@tandh.com

Stormwater Control Measure (SCM) Improvements To Be Covered

Type of SCM(s):

☐ Bioretention Cell ☐ Dry Pond ☐ Green Roof ☐ Infiltration System ☐ Level Spreader ☐ Swale
☒ Wet Pond ☐ Stormwater Wetland ☐ Vegetative Filter Strip ☐ Permeable Pavement

Number of SCM: 2

Cost to complete improvements $ 273,765.00
(Include administration, inspection, and engineering fees.)

25% mark-up per Sec 26-162(d)(4) $ 68,441.25

Total Amount (cost X 1.25) $ 342,206.25

The following must be attached to this application to be considered a complete submission:

☒ A map of the project with SCM locations and summary that the performance security will cover. Include street names and lot numbers (if applicable).

☒ A list of estimated quantities and cost estimates by a certified engineer with proof of engineering seal.

The above statements and information contained in this application and attachments are in all respects true, complete, and correct the best of my knowledge and belief.

Engineer's Printed Name Walter Warren, PE Date 2021/10/19

Engineer's Signature

Certification

I certify that I am authorized to make this application, that the information provided is correct to the best of my knowledge, and that I am authorized to grant, and do grant, permission to local town officials and engineering services to enter on the property described above for the purpose of inspections. I understand that if this application is approved, that failure to meet any conditions of the approval shall result in the revocation of any permit(s) based upon this certificate.

Applicant's Printed Name Hal Funderburk Date 10/20/21

Applicant's Signature

Financial Guarantee Estimate

Project: Cape Cottages
LOCATION : **Leland, North Carolina**
ESTIMATOR : Thomas and Hutton

THOMAS & HUTTON

DATE: 10/121/2021

(No design completed-Master Plan)
(Preliminary design)
X (Final design)
(Other)

OPINION OF PROBABLE CONSTRUCTION COST

Since the Engineer has no control over the cost of labor, materials, equipment, over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Opinions of Probable Construction Costs provided for herein are made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the Engineer cannot and does not guarantee that proposals, bids, or the construction cost will not vary from Opinions of Probable Construction Costs prepared by him.

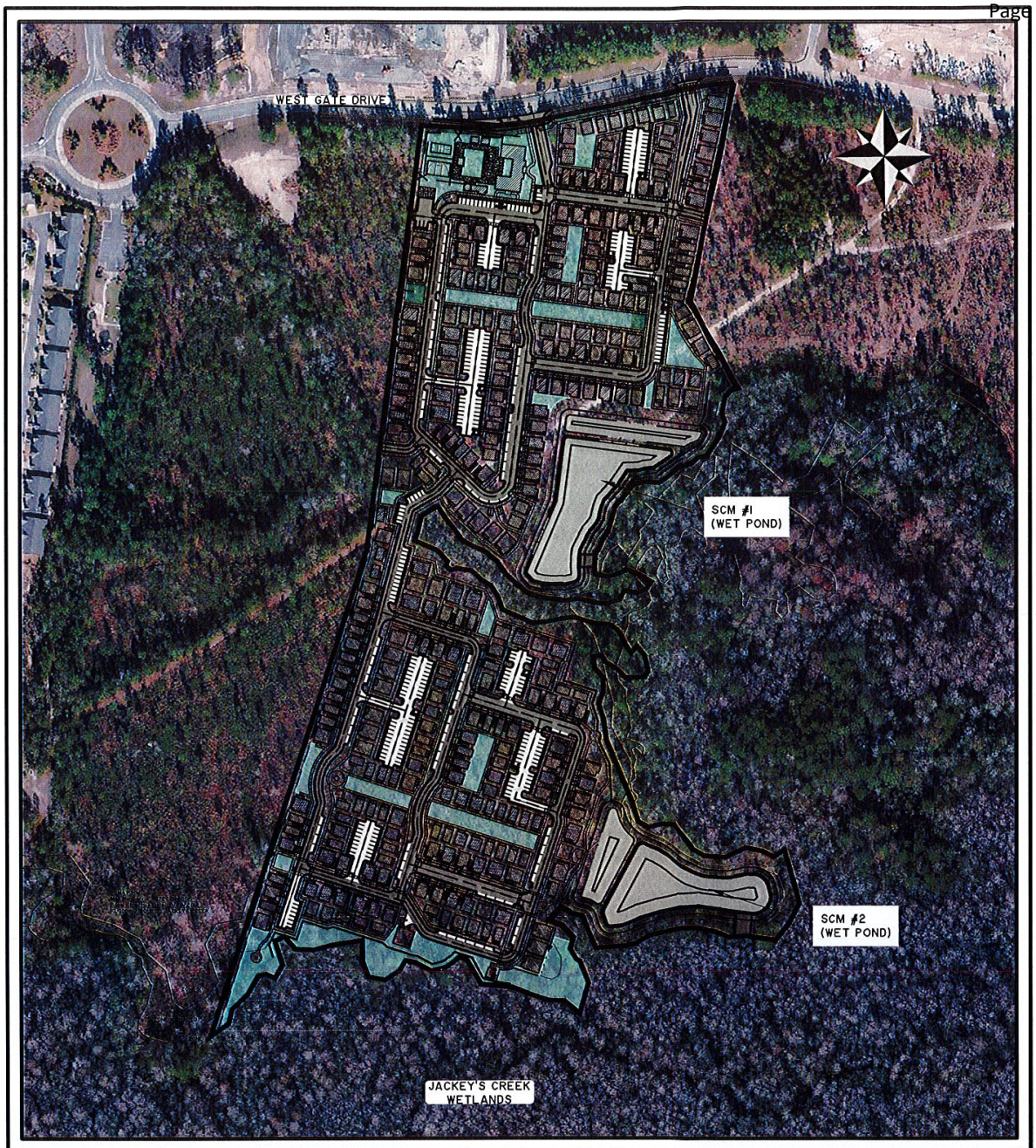
Item	Description	Quantity	Unit Cost	Total Cost	% Remaining	Cost Remaining
	Pond 1					
1	Earthwork - clearing, grubbing, excavation, & fine grading			$ 61,677.00	100%	$ 61,677.00
2	Erosion Control - rip rap, inlet protection, & temp seeding			$ 19,210.00	100%	$ 19,210.00
3	Stormwater System - pipe & structures			$ 39,369.00	100%	$ 39,369.00
4	Miscellaneous - wetland plantings			$ 8,924.00	100%	$ 8,924.00
5	Mobilization, Survey, Layout, and General Conditions			$ 6,459.00	100%	$ 6,459.00
	Pond 2					
1	Earthwork - clearing, grubbing, excavation, & fine grading			$ 65,663.00	100%	$ 65,663.00
2	Erosion Control - rip rap, inlet protection, & temp seeding			$ 19,397.00	100%	$ 19,397.00
3	Stormwater System - pipe & structures			$ 38,209.00	100%	$ 38,209.00
4	Miscellaneous - wetland plantings			$ 8,280.00	100%	$ 8,280.00
5	Mobilization, Survey, Layout, and General Conditions			$ 6,577.00	100%	$ 6,577.00
TOTAL REMAINING COSTS				**$ 273,765.00**		**$ 273,765.00**

FINANCIAL GUARANTEE ESTIMATE (@ 125%) **$ 342,206.25**

NORTH CAROLINA PROFESSIONAL SEAL 25224 2021/10/21 ENGINEER WALTER A. WARREN

NORTH CAROLINA THOMAS & HUTTON ENGINEERING CO. No. F-0871 CERTIFICATE OF AUTHORIZATION

Z:\27388\27388.0004\ENGINEERING\DRAWINGS\EXHIBITS\27388.0004 - SCM MAP.DWG - Oct 20, 2021 - 3:20 PM



SCM Location Map

Proposed Activity:

Capes Cottages

CLIENT:

Cape Cottages, LP

LOCATION: Town of Leland, North Carolina

DATE: October 20, 2021 DRAWN BY: NTP SHEET: n/a

JOB NUMBER: J-27388.0004 REVIEWED BY: WAW SCALE: 1" = 300'

THOMAS & HUTTON

611 Burroughs & Chapin Blvd. • Suite 202
Myrtle Beach, SC 29577 • 843.839.3545

www.thomasandhutton.com

STORMWATER PERFORMANCE SECURITY AGREEMENT

Town of Leland

102 Town Hall Dr., Leland, NC 28451
www.townofleland.com

Public Services Department
Phone 910-371-0148

This Agreement made this 17 day of March 2022, by and between CAPE COTTAGES, LP ("Developer") and the TOWN OF LELAND, NORTH CAROLINA, a municipal corporation located in Brunswick County, North Carolina ("Town").

WITNESSETH:

WHEREAS, the Developer wishes to secure approval of stormwater permit (the "Permit") of a proposed project located in the Town known as CAPE COTTAGES (the "Project"); and

WHEREAS, under the provisions of the Code of Ordinances of Town, the Developer is required to complete installation of certain infrastructure and other required improvements in accordance with the Stormwater Ordinance as codified in Chapter 26, Article III, Phase 2 of the Town's Code of Ordinances ("Stormwater Ordinance") prior to issuance of the Permit; and

WHEREAS, Section 26-162. - *Performance security for installation* of the Town's Stormwater Ordinance provides that a performance security (the "Security") is required for all development and redevelopment to guarantee the developer's requirement to install the obligatory improvements; and

WHEREAS, upon receipt of the Security, the Permit of the affected project may be issued; and

WHEREAS, the Town desires to approve the Permit for the Project described herein and will accept from the Developer a surety bond from The Hanover Insurance Company as Security to guarantee completion of the improvements described hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The recitals set forth hereinabove are incorporated herein and made part of this Agreement.
2. The Developer is desirous of installing

(i) the improvements as shown on the Permit,

(ii) the improvements as shown on any other plans and specifications submitted to the Town by Developer in connection with the work to be carried out as reflected on the Permit,

(iii) the improvements as required by the Town's Stormwater Ordinance and other applicable ordinances, and

(iv) the improvements as set forth in the engineer's report prepared by Cape Fear Engineering attached hereto labeled Attachment "A" (said improvements described herein referred to collectively as the "Improvements").

3. The engineer's report attached as Attachment "A" contains an estimate prepared by such engineer showing a cost of $273,765.00 to complete the Improvements. The cost as reflected in Attachment "A" includes Developer's reasonable estimated cost of administration, inspection, and all required engineering costs for the Town to complete the installation of work.

4. The Developer will provide The Town the required Security in the form of a surety bond from The Hanover Insurance Company in the amount of $342,206.25 which amount is 1.25 times the estimated cost of installation of the Improvements.

5. The Security given by the Developer shall comply with all applicable Town ordinances and shall remain in place for a minimum of one year from the date of this agreement.

6. The Developer shall demonstrate reasonable, good faith progress toward completion of the required improvements that are the subject of the Agreement.

7. In phased development or redevelopment projects, the Developer may request partial release of the Security upon the presentation of an engineer's report reflecting work actually performed as well as work yet to be performed (uninstalled work). The decision to release any part of the Security prior to completion of all Improvements shall be made exclusively by the Town in the Town's sole discretion. Final release of the Security shall be made in accordance with Paragraph 5 above.

8. Any cash funds deposited as Security with the Town by the Developer may be placed in an interest bearing account and all interest earned on such account shall be and remain the property of Town.

9. If all Improvements are not completed within one year from the date of this Agreement, the Developer may request an extension of the time within which to complete such Improvements. An extension may be granted by the Town in the Town's sole discretion. If an extension is granted, the Security given by the Developer for completion of the Improvements shall remain in full force and effect during the extension.

10. In the event Developer fails to complete installation of the Improvements, the Town shall have the option, but not the obligation, in the Town's sole discretion, of utilizing the Security for completion of the Improvements.

11. In the event the Developer fails to complete installation of the Improvements, the Town shall be authorized to (a) withhold any permits for further construction of any improvements of any kind within the Project, and (b) withhold the issuance of any zoning permits for any existing or new construction within the Project.

IN WITNESS WHEREOF, the parties have executed this document the day and year first above written.

DEVELOPER:

Signature: _____

Joe Morrison, Managing Manager

Cape Cottages, LP

TOWN OF LELAND

Signature: _____

Brenda Bozeman, Mayor

Town of Leland

(SEAL)

ATTEST:

Signature: _____

Sabrena Reinhardt, Town Clerk

Town of Leland

PERFORMANCE SECURITY APPLICATION (LSW105)

102 Town Hall Drive, Leland, NC 28451
www.townofleland.com

Public Services Department
Phone 910-371-0148 Fax 910-371-1073

Fee (non-refundable):
- ☐ $150 New
- ☐ $100 Renewal
- ☑ $500 Reduction or Release

Surety Type:
- ☐ Cash Bond
- ☐ Letters of Credit Issuing Bank: _____
- ☑ Surety Bond Issuing Guarantor: _____

Length of Agreement: _____ year(s)

(minimum one year)

Completed applications must be submitted with processing fee, paid by the application deadline, no later than 21 days prior to the next regularly scheduled meeting of Leland Town Council, and before issuance of a Town stormwater permit. This will allow staff and the Town of Leland's Public Services Department to complete the evaluation of the estimated number of quantities. Submission of this application is not a guarantee of approval.

Developer's Information

Developer: Cape Cottages

Contact Name: Joe Morrison

Mailing Address: 9654 N Kings Hwy, Suite C-2, Myrtle Beach, SC 29572

Business Phone: 843-839-4634 Mobile Phone: 843-450-9163

Applicant's Email: Joe Morrison <joe@sandscompanies.com>

Site Information

Site Name: Cape Cottages Latitude: 34-12-34 Longitude: -78-00-37

Subdivision Name (if appliable): Cape Cottages Phase #: N/A Section #: N/A

Stormwater Permit Number (if applicable): LSW 21-04 Map Book: _____ Map Page: _____

Description of improvements (quantity and type of SCMs): 2 wet ponds

Engineer's Information

Company: Thomas & Hutton

Contact Name: Walter Warren, PE

Mailing address: 611 Burroughs & Chapin Blvd, Ste 202, MB, SC 29577

Business phone: 843-839-3545 Mobile Phone: 843-458-0583 Fax: _____

Engineer's email: hussey.i@tandh.com

Stormwater Control Measure (SCM) Improvements To Be Covered

Type of SCM(s):
☐ Bioretention Cell ☐ Dry Pond ☐ Green Roof ☐ Infiltration System ☐ Level Spreader ☐ Swale
☒ Wet Pond ☐ Stormwater Wetland ☐ Vegetative Filter Strip ☐ Permeable Pavement

Number of SCM: _____

Cost to complete improvements $ _____
(Include administration, inspection, and engineering fees.)

25% mark-up per Sec 26-162(d)(4) $ _____

Total Amount (cost X 1.25) $ _____

The following must be attached to this application to be considered a complete submission:
- ☐ A map of the project with SCM locations and summary that the performance guarantee will cover. Include street names and lot numbers (if applicable).
- ☐ A list of estimated quantities and cost estimates by a certified engineer with proof of engineering seal.

The above statements and information contained in this application and attachments are in all respects true, complete, and correct the best of my knowledge and belief.

Engineer's Printed Name Walter Warren, PE _____ Date 06/06/2025

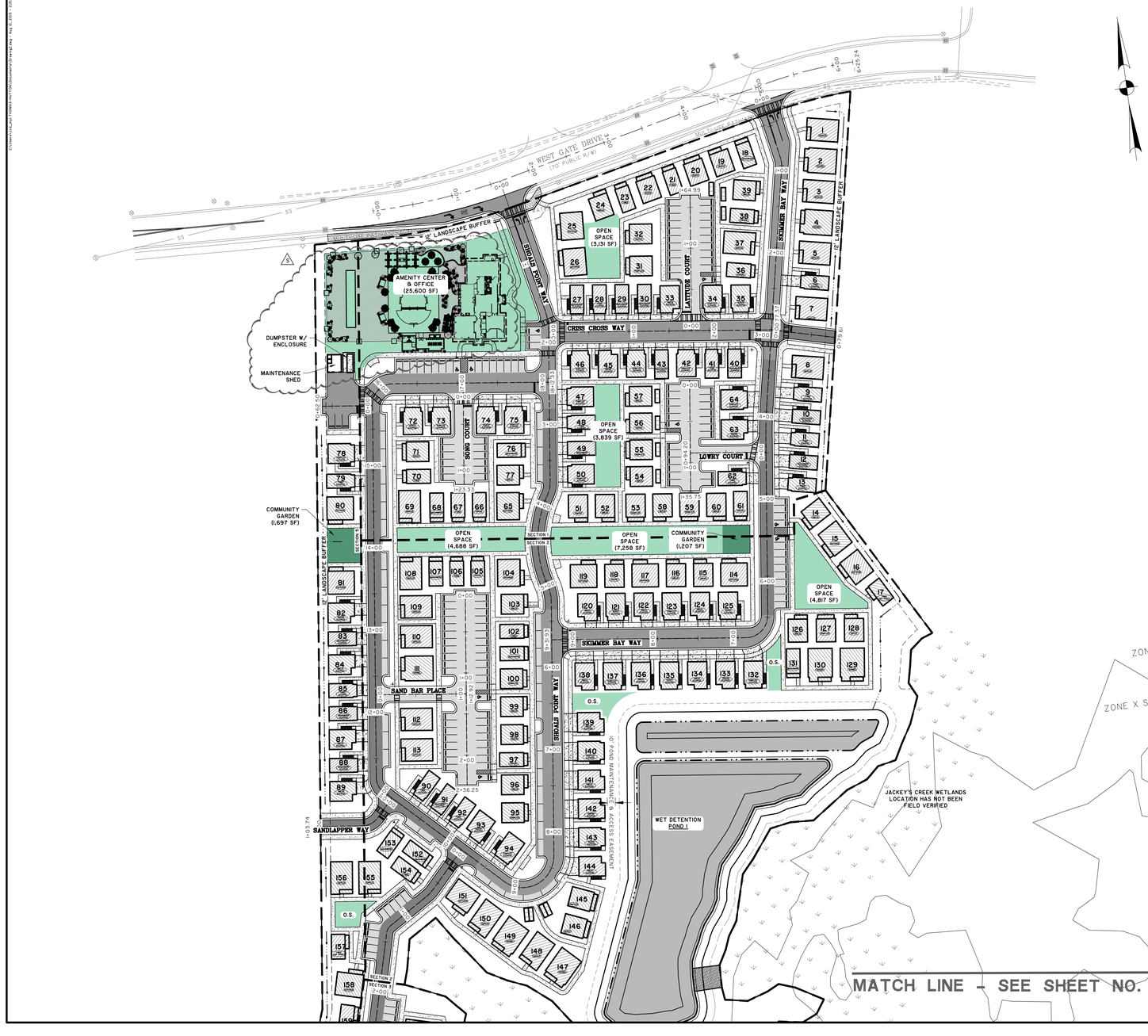
Engineer's Signature  _____

Certification

I certify that I am authorized to make this application, that the information provided is correct to the best of my knowledge, and that I am authorized to grant, and do grant, permission to local town officials and engineering services to enter on the property described above for the purpose of inspections. I understand that if this application is approved, that failure to meet any conditions of the approval shall result in the revocation of any permit(s) based upon this certificate.

Applicant's Printed Name Robert (Nathan) McClellan Date 6/9/2025

Applicant's Signature Robert (Nathan) McClellan



GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

DEVELOPMENT SUMMARY		
UNITS		315
AREA		30.41 acres
UPLAND		30.41 acres
WETLAND		0 acres
DENSITY (UNITS/AC)		10.36
MIN. LOT AREA PER UNIT		5,000 sf
MAX. UNIT SIZE:		1,300 sf
MIN. BUILDING SEPARATION:		6'
MAX. BUILDING HEIGHT:		55'
ZONING:		M-F
RECREATIONAL AREAS REQUIRED		
TOTAL REQUIRED (10% OF TOTAL AREA)		132,466 sf
ACTIVE OPEN SPACE REQUIRED (5% OF TOTAL AREA)		66,233 sf
PASSIVE OPEN SPACE REQUIRED (5% OF TOTAL AREA)		66,233 sf
OPEN SPACE PROVIDED		**134,070 sf**
ACTIVE OPEN SPACE		
AMENITY CENTER		34,500 sf
ACTIVE OPEN SPACES		32,704 sf
TOTAL ACTIVE OPEN SPACE		67,204 sf
PASSIVE OPEN SPACE		
PASSIVE OPEN SPACES		66,866 sf
TOTAL PASSIVE OPEN SPACE		66,866 sf
SIDEWALKS (5.0' WIDTH PROVIDED)		YES
COTTAGE PARKING		
REQUIRED	**UNITS**	**SPACES**
1 SPACE / BEDROOM	611	611
ACCESSIBLE PARKING	401 to 500	9
VAN-ACCESSIBLE	1/8 SPACES	2
AMENITY PARKING	**UNITS**	**SPACES**
OFFICE		
TWO SPACES PER 1,000 SF GFA	4,523 SF	10.0
REQUIRED PARKING		10.0
TOTAL REQUIRED		**621**
TOTAL PROVIDED		
STANDARD		353
PARK-UNDER (2 SPACES / ELEVATED UNIT)	128	256
ACCESSIBLE		10
VAN-ACCESSIBLE		2
TOTAL PROVIDED		**621**

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT THOMAS ENGINEERING No. C-0891 NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT

SEAL 7117 7/17/23 NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT

NO.	REVISIONS	BY	DATE
E.	REVISED AMENITY & COMPACTOR AREA PER CLIENT	NTP	7/17/23
D.	REVISED AMENITY PER CLIENT COMMENTS	NTP	4/07/23
C.	REVISED TO INCLUDE TRAFFIC IMPROVEMENTS	NTP	5/19/21
B.	REVISED PER TOWN COMMENTS	NTP	5/13/21

THOMAS & HUTTON
611 Burroughs & Chapin Blvd. • Suite 202
Myrtle Beach, SC 29577 • 843.839.3545
www.thomasandhutton.com

CAPE COTTAGES, LP
TOWN OF LELAND, NC

CAPE COTTAGES

OVERALL SITE PLAN

JOB NO:	J-27388.0004
DATE:	7/20/21
DRAWN:	TAP
DESIGNED:	NTP
REVIEWED:	WAW
APPROVED:	WAW
SCALE:	1" = 60'

C1.1

MEMO

MEMO-26-0096

Meeting Date: May 21, 2026

Prepared By: Will Lear

MEETING TYPE: Council Agenda Meeting

TITLE: Resolution R-26-034 Execution of Agreements with Professional Consultants to Provide On-Call Architectural Design, Civil Engineering, Surveying, Inspection, and/or Geotechnical Services

PURPOSE: To adopt a resolution authorizing the Town Manager to execute agreements with professional consultants to provide on-call architectural design, civil engineering, surveying, inspection, and/or geotechnical services.

BACKGROUND: The Town of Leland contracts with professional consultants to provide "on-call" services to fulfill certain needs on a case-by-case basis such as preparing design plans and specifications for public improvement projects, providing surveying and mapping, preparing cost estimates, assisting Town with preparation of grant applications, providing bidding and construction administration services, providing geotechnical and environmental engineering, assisting with environmental and transportation resiliency consulting services, assistance with permitting, providing construction observation and inspection services, reviewing and approving engineering design documents submitted to the Town by developers and property owners, and approving letters of credit and performance bonds ("Services").

On March 16, 2026, the Town published a request for qualifications ("RFQ") for procuring the Services. Thirty-six (36) proposals were received in response to the RFQ. Staff thoroughly reviewed each proposal and assessed them based upon criteria that included the firm's past experience performing the similar services to the Town and to other municipalities, staff makeup and qualifications, size of the firm, location of the firm's office(s), scheduling capacity, among other things.

SUMMARY: Town staff recommends sixteen (16) firms to provide the Services for a period of two years from the date of contract execution, July 1, 2026, with an option to extend such period of time by one year. These firms were each selected under a qualifications-based process as authorized by G.S. 143-64.31: Atlantic Shores Environmental Services, Ltd., Benesch, Bolton and Menk, Inc., Bowman Murray Hemingway Architects, PC, Brunswick Engineering Company, CLD Engineering, PLLC, Coastal Geomatics, PLLC, , ECS Southeast, LLC, Exult Engineering, GFT Infrastructure, Inc., HDR, Inc. , Kimley Horn and Associates, Inc. , S&ME, Inc., Sawyer Sherwood and Associate, P.C. Architecture, Summit Design and Engineering Services, Inc., Wilmington Engineering Group, PLLC.

SUPPORTING PLANS: N/A

REQUEST FOR ACTION: Staff recommends Council adopt the resolution.

Resolution R-26-034

Introduced By: Will Lear
Date: May 21, 2026

Resolution Authorizing the Town Manager to Execute Agreements with Professional Consultants to Provide On-Call Architectural Design, Civil Engineering, Surveying, Inspection, and/or Geotechnical Services

WHEREAS, G.S. 143-64.31 requires the request for qualifications ("RFQ") for the initial solicitation and evaluation of firms to perform architectural, engineering, or surveying services (collectively "Services") to be based on qualifications and without regard to fee; and

WHEREAS, the Town of Leland proposes to enter into contracts for the Services on a case-by-case basis otherwise known as "on-call"; and

WHEREAS, the Town advertised a RFQ on March 16, 2026 for procuring "on-call" architectural design, civil engineering, surveying, inspection, and/or geotechnical services for Town of Leland projects; and

WHEREAS, the Town received thirty-six (36) proposals in response to the RFQ; and

WHEREAS, Town staff reviewed and assessed the proposals with respect to the qualifications and experience of each firm to provide the Services; and

WHEREAS, the Services shall include but not necessarily be limited to preparing design plans and specifications for public improvement projects, providing surveying and mapping, preparing cost estimates, assisting Town with preparation of grant applications, providing bidding and construction administration services, providing geotechnical and environmental engineering, assisting with environmental and transportation resiliency consulting services, assistance with permitting, providing construction observation and inspection services, reviewing and approving engineering design documents submitted to the Town by developers and property owners, and approving letters of credit and performance bonds; and

WHEREAS, Town staff recommends sixteen (16) firms to provide the Services for a period of two years starting at the time of contract execution, July 1, 2026, with an option for the Town to extend such period of time by one year.

Therefore, Be It Resolved:

That the Town Manager is hereby authorized to execute agreements with Atlantic Shores Environmental Services, Ltd., Benesch, Bolton and Menk, Inc., Bowman Murray Hemingway Architects, PC, Brunswick Engineering Company, CLD Engineering, PLLC, Coastal Geomatics, PLLC, , ECS Southeast, LLC, Exult Engineering, GFT Infrastructure, Inc., HDR, Inc. , Kimley Horn and Associates, Inc. , S&ME, Inc., Sawyer Sherwood and Associate, P.C. Architecture, Summit Design and Engineering Services, Inc., and Wilmington Engineering Group, PLLC, a draft copy of which is attached hereto.

Adopted by Town Council on this 21st day of May, 2026.

Brenda Bozeman, Mayor

Sabrena Reinhardt, Town Clerk

MASTER AGREEMENT FOR ON-CALL ARCHITECTURAL DESIGN, CIVIL ENGINEERING, SURVEYING, INSPECTION, AND/OR GEOTECHNICAL SERVICES

THIS Master Agreement ("Agreement"), made and entered into this _1st_ day of __July___, 2026, by and between the Town of Leland (hereinafter called the "TOWN") and _____, a professional architectural design, civil engineering, surveying, inspection, and/or geotechnical firm with a partner or principal registered in North Carolina as a licensed engineer for engineering services, a partner or principal registered in North Carolina as a licensed surveyor for surveying services, and/or a partner or principal registered in North Carolina as a licensed architect for design services (hereinafter, the "FIRM").

WITNESSETH

WHEREAS, the TOWN is procuring professional "on-call" architectural design, civil engineering, surveying, inspection, and/or geotechnical services ("Services"); and

WHEREAS, TOWN published a Request for Qualifications for "on-call" architectural design, civil engineering, surveying, inspection, and/or geotechnical services ("RFQ") on March 16, 2026 for such on-call professional services, and

WHEREAS, FIRM was one of several professional architectural design, civil engineering, surveying, inspection, and/or geotechnical services firms that responded to the RFQ with a proposal dated April 13, 2026, and is willing to serve as the TOWN'S professional consultant to provide Services on an on-call basis for each project authorized under this Agreement.

NOW, THEREFORE, in the consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
SCOPE OF SERVICES

1.1 The recitals set forth hereinabove are incorporated herein by reference.

1.2 The term "Services" shall include the services to be provided by the FIRM as described in this Agreement, the "Basic Services" described in Exhibit A to this Agreement and all additional services described in any Task Order (as defined below). This Agreement is the Master Agreement pursuant to which FIRM shall render such Services to the TOWN. This Agreement will be supplemented by written Task Orders signed by the parties ("Task Order") for each project authorized under this Agreement. The process for executing Task Orders is set forth in Article 2.

1.3 By its execution of this Agreement, FIRM represents and warrants that it is qualified and fully capable to perform and provide the Services and other services required or necessary under this Agreement in a fully competent, professional and timely manner. FIRM also represents and warrants that, if it provides any services hereunder related to development located on State or U.S. routes, it is familiar with North Carolina Department of Transportation ("NCDOT") regulations, standards, policies, and practices.

1.4 TOWN is not obligated to provide FIRM with any minimum quantity of work and does not guarantee issuance of any minimum number of Task Orders under this Agreement.

ARTICLE 2
COMMENCEMENT, COMPLETION AND COMPENSATION

2.1 TOWN shall have no obligation to FIRM and Services shall not be undertaken by FIRM until this Agreement has been executed by all parties.

2.2 Services shall be performed by FIRM only after receipt from TOWN of a Request for Proposal ("RFP") for that particular project ("Project") and upon the execution by both parties of a Task Order. Each RFP shall include a "scope of work" for that particular Project prepared by TOWN outlining the parameters to be included in the Services and such other materials and requirements as TOWN may deem necessary. Unless specifically excluded, all requirements of this Agreement are deemed to be incorporated into every RFP and any Task Order based on such RFP. Upon receipt of an RFP, FIRM shall prepare its proposal in the form of a Task Order for that Project. Each Task Order prepared by FIRM shall include: a scope of work; applicable fixed or hourly fee, with a provided total compensation for Services; and Project schedule, including the date by which Services shall be completed and all deliverables to be delivered. If FIRM proposes to use sub-consultants for a portion of its Services, the Task Order shall also include information about such sub-consultant(s). The Task Orders for all Projects shall be considered integral parts of this Agreement and subject to the terms and conditions hereof. The scope of work for each Project shall be the Services as defined herein and as further supplemented by the terms of the Project's Task Order.

2.3 FIRM may begin work on a Project upon written execution of a corresponding Task Order by TOWN. The time allowed for FIRM to complete its work for each Project shall be specified in the Task Order for that particular Project.

2.4 FIRM may perform portions of its work through other subcontractors/consultants ("Consultants"). FIRM must receive written consent from TOWN for use of any Consultant(s) prior to Consultant(s) performing any work. No changes in the FIRM's Consultants indicated in the written consent from TOWN shall be permitted except with the prior written consent of the TOWN.

2.5 TOWN shall pay FIRM compensation as specified in this Agreement and corresponding Task Order(s). Payment shall be made as provided in Section 7.1. Unless FIRM expenses

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are specifically designated and described in this Agreement or corresponding Task Order separately as reimbursable expenses of FIRM, there shall be no reimbursement for any FIRM expenses.

ARTICLE 3
RESPONSIBILITIES OF THE FIRM

3.1 Standard of Care

3.1.1 FIRM shall exercise reasonable care and diligence in performing FIRM's Services under this Agreement in accordance with generally accepted standards of engineering, surveying, and architectural design practice throughout the United States. FIRM shall also perform Services in accordance with any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction over each aspect of the Project ("Laws and Regulations").

3.1.2 FIRM shall be responsible for all errors and/or omissions in the Services and other deliverables prepared by FIRM. It shall be the responsibility of FIRM throughout the period of performance under this Agreement to use reasonable professional care and judgment.

3.1.3 FIRM shall assure that the Services and all documents prepared by FIRM or FIRM's subcontractors hereunder, are compliant and in accordance with all Laws and Regulations and that all necessary or appropriate applications for approvals are submitted to federal, state and local governments or agencies in a timely manner so as not to delay the activities of the Project.

3.1.4 FIRM shall correct, at no additional cost to the TOWN, any and all errors, omissions, discrepancies, ambiguities, mistakes, or conflicts in the documents prepared by FIRM or FIRM's Consultants.

3.1.5 In addition to any other damages that might be due to TOWN hereunder in connection with the breach of this Agreement by FIRM, FIRM shall reimburse TOWN, as described in Article 10 hereof, for costs, damages, and expenses that are the result of errors, omissions, or delays of FIRM or FIRM's Consultants.

3.1.6 FIRM shall perform its Services in a timely manner in accordance with all schedules for the Project.

3.1.8 FIRM's Services, including any drawings or plans prepared in connection therewith, shall not infringe on or violate any patent rights, copyrights, or other intellectual property rights. If FIRM has reason to believe that any design, processes, or products of a particular manufacturer expressly required by TOWN in writing is an infringement of any intellectual property right, FIRM shall immediately give notice thereof to TOWN.

ARTICLE 4
BASIC SERVICES

4.1 The Basic Services are those services described in Exhibit A to this Agreement.

ARTICLE 5
ADDITIONAL SERVICES

5.1 No services in addition to those described in the Task Order shall be undertaken except through a written amendment to the Task Order duly executed by FIRM and TOWN. Compensation for such Additional Services shall be as set forth in such written amendment.

ARTICLE 6
DURATION OF AGREEMENT

6.1 This Master Agreement shall commence July 1, 2026, upon execution of both parties, and shall have a term of two (2) years, with an option for the TOWN to extend for an additional one (1) year in TOWN's sole discretion. Particular Projects commenced hereunder shall commence and terminate as provided in Task Order(s). If one or more Projects are undertaken but not completed prior to the termination of this Master Agreement, then this Master Agreement shall continue until such time as all Projects undertaken hereunder are satisfactorily completed.

ARTICLE 7
FIRM'S COMPENSATION

7.1 Compensation for Basic Services.

7.1.1 Compensation for FIRM's Services for each specific Project shall be as set forth in the applicable Task Order. Compensation shall be set forth as a fixed fee or not to exceed total compensation basis, which shall include all expenses, unless stated otherwise in the Task Order.

7.1.2 Payment shall be made within thirty (30) days of TOWN' receipt of invoice upon completion of each of the phases or tasks as outlined in the Task Order.

7.1.3 Invoices shall be in form and substance acceptable to the TOWN. In the event the TOWN finds any part of an invoice not to be acceptable, TOWN shall identify to the FIRM the part or parts which are not acceptable and shall pay the part or parts of the invoice which are acceptable, if any. TOWN shall have the right to deduct from payments to the FIRM any costs or damages incurred, or which the TOWN reasonably believes may be incurred, by the TOWN as a result of the FIRM's failure to perform any portion of the Task Order.

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7.2 Compensation for Additional Services.

7.2.1 In the event Additional Services are required (the "Additional Services"), such Additional Services shall be as set forth in a Task Order or in a written amendment duly executed by TOWN and FIRM and shall be paid as set forth in the Task Order or written amendment.

7.2.2 For Additional Services, if the Task Order or written amendment does not specify method of compensation, the FIRM shall be compensated on a time-spent basis at the hourly rates shown in Exhibit C.

7.2.3 After TOWN's approval of the performance of an Additional Service, payments will be made by the TOWN within thirty (30) calendar days of receipt of an invoice that is in form and substance acceptable to the TOWN. In the event the TOWN finds any part or parts of an invoice not to be acceptable, it shall identify to the FIRM the part or parts which are not acceptable and shall pay the part or parts of the invoice which are acceptable, if any. The TOWN shall have the right to deduct from payments to the FIRM any costs or damages incurred, or which the TOWN reasonably believes may be incurred, by the TOWN as a result of the FIRM's failure to perform any service with respect to the Project.

ARTICLE 8
RESPONSIBILITIES OF THE TOWN

8.1 With respect to each RFP and Project authorized by Task Order under this Agreement, TOWN shall:

8.1.1 When it requires FIRM's Services hereunder, provide an RFP to FIRM.

8.1.2 Provide reasonably available information to FIRM as to its requirements for Project to enable the FIRM to develop a detailed written Task Order for each requested RFP. FIRM's acceptance and execution of a Task Order shall serve as conclusive proof that TOWN has met its obligation under this Section 8.1.2.

8.1.3 Provide to the FIRM all readily available maps, reports, etc. that may be used in support of the preparation of the Task Order by the FIRM. FIRM shall be responsible for determining the applicability and reliability of all such information and documents.

8.1.4 Provide reasonably prompt reviews of the FIRM's Preliminary Services and other work and will direct changes to reporting as may be deemed necessary by the TOWN.

8.1.5 Designate in writing one or more persons to act as TOWN representative to coordinate the work of each Project with FIRM.

ARTICLE 9

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INSURANCE

9.1 General Requirements

9.1.1 FIRM and FIRM's permitted Consultants shall purchase and maintain, during the term of this Agreement and for five years after the termination of this Agreement, insurance for protection from claims under workers' or workmen's compensation acts; Comprehensive General Liability Insurance covering claims arising out of or relating to bodily injury, including bodily injury, sickness, disease, or death of any of FIRM's employees or FIRM's Consultants' employees or any other person and to real and personal property including loss of use resulting thereof; Comprehensive Automobile Liability Insurance, including hired and non-owned vehicles, if any, covering personal injury or death, and property damage; and Professional Liability Insurance, covering personal injury, bodily injury, and property damage and claims arising out of or related to the performance under this Agreement by the FIRM.

9.1.2 Insurance policies required hereunder shall include provisions or endorsements that:

a) the insurer shall have no right of recovery or subrogation against the TOWN, its agents, or agencies, it being the intention of the parties that the insurance policies shall protect the TOWN and be primary coverage for any and all losses covered by the policies;

b) the clause "other insurance provisions" in a policy in which the TOWN, its agents, or agencies is named as an insured, shall not apply to such insured parties;

c) the insurance companies issuing the policy or policies shall have no recourse against the TOWN, its agents, or agencies for the payment of any premiums or for assessments under any form of policy;

d) any and all deductibles under the insurance policies shall be assumed by and be at the sole risk and expense of FIRM;

e) coverage shall be deemed to be in connection with this Agreement and applicable Task Orders; and

f) TOWN shall be given written notice of cancellation, non-renewal, or reduction in coverage not less than thirty (30) days prior to cancellation, non-renewal, or reduction in coverage and coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to TOWN and FIRM.

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9.1.3 The minimum insurance ratings for any company insuring FIRM shall be Best's A. Should the ratings of any insurance carrier insuring FIRM fall below the minimum rating, the TOWN may, at its option, require FIRM to purchase insurance from a company whose rating meets the minimum standard.

9.2 Limits of Coverage

9.2.1 Minimum limits of insurance coverage shall be as follows:

INSURANCE DESCRIPTION/MINIMUM REQUIRED COVERAGE

Worker's Compensation:
Limits for:
Coverage A - Statutory State of N.C.
Coverage B - Employers Liability
$1,000,000 each accident and policy limit and disease each employee

Commercial General Liability: $1,000,000 Each Occurrence; $2,000,000 Aggregate

Automobile Liability: $1,000,000

Umbrella: $1,000,000

Professional Liability: $1,000,000 Each Claim Made; $1,000,000 Aggregate

9.2.2 FIRM shall cause TOWN to be named and endorsed as an additional insured for General Liability, Automobile Liability, and Umbrella coverage and be provided with a certificate of insurance prior to the effective date of the contract or any renewal contract. TOWN shall be provided with all renewal certificates within thirty (30) days of the expiration date of any and all policies listed on the certificate of insurance. Furthermore, FIRM shall cause to be listed on the certificate of insurance; that TOWN is a Certificate Holder for notification purposes.

9.3 Proof of Coverage

9.3.1 Evidence of such insurance shall be furnished to TOWN, together with evidence that each policy provides that the TOWN shall receive not less than thirty (30) days prior written notice of any cancellation, non-renewal or reduction of coverage of any of the policies. Upon notice of such cancellation, non-renewal or reduction, FIRM shall procure substitute insurance so as to assure the TOWN that the minimum limits of coverage are maintained continuously throughout the periods specified herein. A Certificate of Insurance indicating that all required insurance and additional insured endorsements are in place shall be included as Exhibit B to this Agreement prior to execution of this Agreement.

ARTICLE 10
DAMAGES AND REMEDIES

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10.1 Services, Reimbursement and Deductions

10.1.1 FIRM shall reimburse the TOWN for costs, damages, and expenses, including all reasonable attorney's fees and expert's fees, incurred by the TOWN when such costs, damages, and expenses are the result of any error, act, omission, delay of, or failure to perform as required by the Agreement by FIRM or FIRM's Consultants.

10.1.2 The TOWN is entitled to interest on all amounts due from FIRM that remain unpaid thirty (30) calendar days after the amount is deemed due, whether as a result of a resolution of a dispute or otherwise, at a rate of 1.5 % per month.

10.1.3 In addition to any other remedies available to the TOWN hereunder, the TOWN shall have the right to deduct from payments to FIRM any costs, damages, and expenses, including reasonable attorney's fees, that have been or may be incurred by the TOWN as a result of any error, act, omission, delay of, or failure to perform as required by the Agreement by FIRM or FIRM's Consultants.

10.2 Indemnities

10.2.1 General Indemnity. To the fullest extent permitted by Laws and Regulations, FIRM shall indemnify and hold harmless the TOWN, its officers, and employees, from and against all claims, costs, civil penalties, fines, losses, and damages (including but not limited to professionals' fees and charges and all court or other dispute resolution costs) (collectively, "Losses"), if the Fault of FIRM or its Derivative Parties is a proximate cause of the Losses. For purposes of this provision:

a) the term "Fault" means a breach of contract; negligent, reckless, or intentional act or omission constituting a tort under applicable statutes or common law; or violation of applicable statutes or regulations; and

b) the phrase "Derivative Parties" means any of FIRM's consultants, subcontractors, agents, employees, or other persons or entities for which FIRM may be liable or responsible as a result of any statutory, tort, or contractual duty.

10.2.2 Intellectual Property Indemnity. To the fullest extent permitted by law, FIRM shall indemnify and hold harmless the Town, its officers and employees, from and against all claims, costs, civil penalties, fines, losses, and damages (including but not limited to all attorney' and other professionals' fees and charges and all court or arbitration or other dispute resolution costs), by whomsoever brought or alleged, arising out of or related to infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by TOWN in writing ("Town required design"). If FIRM has reason to believe the use of a Town required design is an infringement of an intellectual property right, FIRM shall be responsible for such loss unless such information is given to the TOWN immediately upon becoming aware of such possible infringement. This indemnification shall survive termination of this Agreement.

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10.3 Non-Exclusivity of TOWN's Remedies. The TOWN's selection of one or more remedies for breach of this Agreement shall not limit the TOWN's right to invoke any other remedy available to the TOWN under this Agreement or by law.

10.4 Remedies Not Waived. No delay, omission, or forbearance to exercise any right, power, or remedy accruing to the TOWN hereunder shall impair any such right, power, or remedy or be construed to be a waiver of any breach hereof or default hereunder. Every such right, power, or remedy may be exercised from time-to-time and as often as deemed expedient.

10.5 Waiver of Damages. Each party shall not be entitled to, and hereby waives, any monetary claims for, or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead, or any consequential damages.

ARTICLE 11
AMENDMENTS TO THE AGREEMENT

11.1 Changes in Services. Changes to this Agreement, changes to Services, and/or changes in any Task Order including entitlement to additional compensation or a change in duration of Task Order shall be made by a Written Amendment duly executed by TOWN and FIRM. FIRM shall proceed to perform the Services required by the written Amendment only after receiving a fully executed Written Amendment from the TOWN.

11.2 TOWN Changes. The TOWN may, without invalidating this Agreement or any Task Order, make written changes in the Services as to any Project by preparing and executing a Written Amendment to the Task Order. Within three (3) days of receipt of such a Written Amendment, the FIRM shall notify the TOWN in writing of any change contained therein that the FIRM believes significantly increases or decreases the FIRM's Services and request an adjustment in compensation with respect thereto. If the Written Amendment significantly increases or decreases the FIRM's Services, the FIRM's compensation may be equitably adjusted as agreed to in writing by the TOWN.

ARTICLE 12
TERMINATION AND SUSPENSION

12.1 Termination for Convenience of the TOWN. This Agreement and any Task Order may be terminated without cause by the TOWN and for its convenience upon ten (10) days written notice to the FIRM.

12.2 Other Termination. After ten (10) days written notice to the other party of its material breach of this Agreement or any Task Order, this Agreement and/or any Task Order may be terminated by the noticing party provided that the other party has not taken all reasonable actions to remedy or otherwise cure the breach.

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12.3 Compensation after Termination.

12.3.1 In the event of termination for the convenience of the TOWN, the FIRM shall be paid that portion of its fees and expenses that it has earned to the date of termination less any costs or expenses incurred or anticipated to be unearned by the TOWN due to errors or omissions of the FIRM. Upon receiving notice of termination, FIRM shall immediately and expeditiously terminate any ongoing Services and Additional Services it is to provide under any Task Order or amendment thereto and inform FIRM's Consultants of the termination of this Agreement and/or Task Order, so as to minimize the costs and expenses sustained prior to the effective date of the termination.

12.3.2 In the event of termination due to a material breach of the Agreement by the TOWN, FIRM shall be entitled to the same compensation as it would have received had the TOWN terminated the Agreement for convenience, and FIRM expressly agrees that said compensation is fair and appropriate as liquidated damages for any and all costs and damages it might incur as a result of such termination.

12.3.3 In the event of termination due to a material breach of the Agreement by the FIRM, FIRM shall be paid that portion of its fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by the TOWN due to errors, acts or omissions of the FIRM or by reason of the FIRM's breach of this Agreement.

12.3.4 Should this Agreement be terminated, for whatever reason, FIRM shall, at the request of the TOWN, expend such additional effort as may be necessary, at its cost and expense, to provide to the TOWN professionally certified and sealed drawings, and such other information and materials as may have been accumulated by the FIRM in the performance of this Agreement or Written Amendment, whether completed or in process.

12.4 Survival. Termination of this Agreement, for whatever reason, shall not terminate FIRM's representations and warranties to TOWN hereunder, nor nullify any indemnity of TOWN by FIRM hereunder.

12.5 Suspension

12.5.1 The TOWN may order FIRM in writing to suspend, delay or, interrupt all or any part of FIRM's Services on the Project for the convenience of TOWN.

12.5.2 In the event the FIRM believes that any suspension, delay, or interruption of a Project ordered by TOWN may require an extension of the duration of Services or any Task Order or an increase in the level of staffing by FIRM, it shall so notify the TOWN. Such amendment or extension shall be effective only upon the written approval of the TOWN. In the event the duration of Services or any Task Order is extended or shortened or the level of staffing by the FIRM is increased or decreased, the Compensation for Services may be equitably adjusted in writing signed by both parties.

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12.5.3 A suspension, delay, or interruption of an individual Project shall not terminate this Agreement; provided, however, that if such suspension, delay or interruption causes a suspension of FIRM's Services for a period exceeding ninety (90) days, the Compensation for Services may be equitably adjusted in writing signed by both parties.

ARTICLE 13
OWNERSHIP OF DOCUMENTS

13.1 TOWN's Ownership of Documents. The TOWN shall be granted, at no additional cost, ownership of all documents, drawings, and electronic databases relating to the Project, including the ownership and use of all drawings, specifications, documents, and materials relating to the Project prepared by or in the possession of the FIRM. The FIRM shall turn over to the TOWN in good, unaltered condition, reproducibles of all original drawings, specifications, documents, electronic data bases, and materials within seven (7) days after completion of Project or after termination, whether for the TOWN's convenience or otherwise. The FIRM may retain one (1) copy of the documents for its records.

13.2 Termination. In the event of termination, whether for the TOWN's convenience or otherwise, should the TOWN use such drawings or documents for completion of the Project, the TOWN shall do so at its own risk.

13.3 Other Projects. Said drawings, specifications, documents, and materials relating to the Project prepared by or in the possession of the FIRM may be used by the TOWN on any other project without additional compensation to the FIRM. The use of the documents by the TOWN or by any person or entity for any purpose other than the Project as set forth in this Agreement shall be at the full risk of the TOWN or such person or entity.

13.4 Incorporation of Provision in all Contracts. The FIRM specifically agrees to incorporate the provisions of Article 13 in all contracts for the services of FIRM's Consultants.

ARTICLE 14
ADDITIONAL PROVISIONS

14.1 Confidentiality. FIRM shall use its best efforts not to disclose or permit the disclosure of any confidential information relating to the Project, except to its agents, employees, and other consultants who need such confidential information in order to properly perform their duties relative to this Agreement.

14.2 Dissemination of Information. The TOWN takes efforts to assure that accurate information about the TOWN is disseminated such that neither the public trust nor the public's perception of the TOWN impartiality is compromised. FIRM, mindful of those efforts, agrees that it shall not publicly disseminate any information concerning the Services without prior approval from the TOWN. Any approval given by the TOWN may be given with certain stipulations, such as the TOWN participation in the creation of the public

product or TOWN review and the option to refuse ultimate release of the final product should it fail to meet the TOWN's standards and goals. Publicly disseminate means, but is not limited to, electronic, video, audio, photographic, or hard copy materials serving as, in whole or part, advertising, sales promotion, professional papers or presentations, news releases, articles, or other media products, and/or FIRM's business collateral pieces. Notwithstanding the foregoing, the parties agree that FIRM may list TOWN as a reference in response to requests for proposal and may identify the TOWN as a customer in presentations to potential customers.

14.3 Limitation and Assignment. The TOWN and the FIRM each bind themselves, their successors, assigns, and legal representatives to the terms of this Agreement. Neither the TOWN nor FIRM shall assign nor transfer its interest in this Agreement without the written consent of the other.

14.4 Governing Law. This Agreement and the duties, responsibilities, obligations, and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina.

14.5 Dispute Resolution. Unless the TOWN instructs FIRM otherwise, FIRM shall carry on with the timely performance of the Services and any Additional Services to be provided by FIRM hereunder during any period of disputes or disagreements between the FIRM and the TOWN. No services shall be delayed or postponed pending the resolution of any dispute unless the TOWN directs otherwise in writing. Any and all suits or actions to enforce, interpret, or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Brunswick County, North Carolina and it is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions.

14.6 Extent of Agreement. This Agreement represents the entire and integrated agreement between the TOWN and the FIRM and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a signed Written Amendment.

14.7 Severability. If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provision.

14.8 Resolving Discrepancies. Except as may be otherwise specifically stated in the Agreement, the provisions of the Agreement shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Agreement and any other document describing the services to be provided by FIRM except as otherwise provided herein. If the provisions of any standard, specification, manual, code, or instruction of any technical society, organization, or association imposes a more stringent standard or obligation upon FIRM than in the Agreement, the standard, specification, manual, code, or instruction of any technical society, organization, or association shall take precedence in

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resolving any conflict, error, ambiguity or discrepancy between the provisions of the Agreement and the provisions of such standard, specification, manual, code, or instruction.

14.9 Data, Designs, Drawings, Memoranda, Etc.: Protocol. FIRM shall submit to TOWN the deliverables, including reports, technical memoranda, testing protocol, designs, drawings, specifications, electronic databases, and the like (collectively "Deliverables") in electronic format in read-only MS-Windows compatible format (including PDF and HTML formats). All drawings shall be CAD generated and shall be provided on electronic media downloadable onto an AutoCAD based system. In order to meet US Justice Department standards for Internet accessibility, all Deliverables (draft and final) intended for presentation on the Town of Leland's Web site must be provided in a manner and format compatible, consistent, and in compliance with all TOWN technology standards, including but not limited to an HTML version of any PDF version and alternate text tags of no more than thirty-four (34) characters for all graphics contained in the HTML version. In the event that FIRM notices any errors in electronic data provided to the TOWN in connection with this Agreement, FIRM shall immediately notify TOWN, and if FIRM provided such electronic data, FIRM shall immediately replace the same with correct versions thereof. If there are any inconsistencies between electronic and hard copies of documentation provided under this Agreement, the electronic versions shall control.

14.10 Compliance with Laws and Regulations. Without limitation as to any other provision hereof regarding FIRM's compliance with Laws and Regulations in the performance of its duties hereunder, FIRM shall ensure that it complies with all federal, state and local laws, ordinances and regulations in carrying out all services described in this Agreement. Such compliance shall include ensuring that the performance of and product of FIRM's services comply with federal, state, and local laws, ordinances and regulations, including without limitation, compliance with the American with Disabilities Act of 1990, fair hiring and compensation legislation, immigration laws and regulations, and other Laws and Regulations applicable to FIRM's provision of services hereunder and the resulting Work to be performed in connection with FIRM's services. All completion and submission of forms and reports, posting of notices, and the like to comply with federal and state Laws and Regulations shall constitute required elements of FIRM's provision of services hereunder.

14.11 Notice. Whenever any provision of this Agreement requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the Town Manager or Town Clerk in the case of the TOWN or to an officer of the FIRM in the case of the FIRM, or if delivered at or sent by registered or certified mail, postage prepaid, to the TOWN's or FIRM'S address. The date of said notice shall be the date of such delivery or mailing.

The notice address for the TOWN shall be:

Sabrena Reinhardt
Town Clerk
Town of Leland

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102 Town Hall Drive
Leland, NC 28451

The notice address for the FIRM shall be:

[Provided by FIRM prior to executing contract.]

Nothing herein contained shall be deemed to restrict the transmission of routine communications between representatives of the FIRM and TOWN.

14.12 Gifts and Favors. FIRM shall become aware of and comply with any and all laws related to gifts and favors, conflicts of interest, and the like, including, but not limited to N.C.G.S. § 14-234, N.C.G.S. § 133-1, and N.C.G.S. § 133-32.

14.13 Public Records. FIRM acknowledges that records in the custody of TOWN may be public records and subject to public records requests. TOWN may provide copies of such records, including copyrighted records, in response to public record requests. FIRM shall refer any public records requests made of it to the TOWN for a response to the requesting party.

14.14 Divestment of Companies Boycotting Israel or Invest in Iran Certification. FIRM certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. § 147-86.58; (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. § 147-86.81 as a company engaged in the boycott of Israel ((i) and (ii) to be collectively referred to as "FD Lists"); and (iii) it will not take any action causing it to appear on the Treasurer's FD Lists created by the NC State Treasurer during the term of this Agreement. By signing this Agreement, FIRM further agrees, as an independent obligation, separate and apart from this Agreement, to reimburse the TOWN for any and all damages, costs and attorneys' fees incurred by the TOWN in connection with any claim that this Agreement or any part thereof is void due to FIRM appearing on the Treasurer's FD Lists at any time before or during the term of this Agreement.

14.15 List of Attachments. The following Attachments are incorporated herein and made a part of this Agreement by reference:
- Exhibit A – Basic Services
- Exhibit B – Insurance Certificate
- Exhibit C – Firm's Response

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IN WITNESS WHEREOF, said FIRM and TOWN, being duly authorized, have caused these presents to be signed in their names as of the day and year first above written, on the following pages.

TOWN OF LELAND:

By: _____
Name: David A. Hollis
Title: Town Manager

APPROVED AS TO FORM:

_____
Steve Coffins, Town Attorney

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

_____
Municipal Finance Officer

FIRM:

_____

By: _____
Name: _____
Title: _____

NOTE: If the FIRM is a corporation or LLC, the legal name of the corporation or LLC shall be set forth above, together with the signature of the officer, member or manager authorized to sign contracts on behalf of the corporation or LLC. If the signature is by an agent other than an authorized officer, member or manager of the corporation or LLC, a resolution must be attached hereto authorizing execution by the individual named above. The signature of the FIRM shall also be acknowledged before a Notary Public.

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NORTH CAROLINA
BRUNSWICK COUNTY

I, the undersigned Notary Public of the County of _____ and State aforesaid, certify that DAVID A. HOLLIS personally came before me this day and acknowledged that he is the Town Manager of the TOWN OF LELAND, a North Carolina municipal corporation, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

WITNESS my hand and Notarial stamp or seal this _____ day of _____, 2026.

_____
Notary Public

My commission expires:

_____
Notary's Printed or Typed Name

_____

(AFFIX STAMP OR SEAL)

NORTH CAROLINA
_____ COUNTY

I, the undersigned Notary Public of the County of _____ and State aforesaid, certify that _____ personally came before me this day and acknowledged that (s)he is the _____ of _____, a corporation, and that by authority duly given and as the act of such entity, (s)he signed the foregoing instrument in its name on its behalf as its act and deed.

WITNESS my hand and Notarial stamp or seal this _____ day of _____, 2026.

_____
Notary Public

My commission expires:

_____
Notary's Printed or Typed Name

_____

(AFFIX STAMP OR SEAL)

DRAFT

NORTH CAROLINA
_____ COUNTY

I, the undersigned Notary Public of the County of _____ and State aforesaid, certify that _____, personally came before me this day and acknowledged that (s) he is the Member/Manager of _____, a limited liability company, and that by authority duly given and as the act of such entity, (s) he signed the foregoing instrument in its name on its behalf as its act and deed.

WITNESS my hand and Notarial stamp or seal this _____ day of _____, 2026.

_____
Notary Public

My Commission Expires:

_____
Notary's Printed or Typed Name

_____

(AFFIX STAMP OR SEAL)

DRAFT

EXHIBIT A
BASIC SERVICES

Basic Services related to Architectural Design, Civil Engineering, Surveying, Inspection, and/or Geo-Technical Services shall include, but not necessarily be limited to, the following:

1. Preparation of design plans and specifications for public improvement projects including streets, utilities, stormwater, bicycle and pedestrian pathways, sidewalks, crosswalks, curb ramps, parks, new facility design, and existing facility renovations, upfits, and re-designs.
2. Provision of advertisement, bidding, and construction administration services.
3. Provision of construction observation and inspection services.
4. Provision of environmental engineering, geotechnical, and consulting services, including the preparation of studies and assessments.
5. Provision of environmental and transportation resiliency consulting services.
6. Provision of permitting services not limited to NCDOT Encroachment and driveway permits, State stormwater and erosion control permits, Town of Leland permits, FEMA Floodplain permits, Army Corps of Engineering permits, and permits related to facility construction.
7. Provision of surveying, mapping, and modeling studies.
   Preparation of legal descriptions, boundary surveys, and other associated survey documents that may be needed for title preparation, deeds, easement, and right-of-way purposes.
8. Preparation of GIS maps and collection of field data associated with asset mapping or record data.
9. Review and preparation of mapping and modeling scenarios and studies.
10. Preparation of Engineering and Construction cost estimates.
11. Preparation of grant applications and administration of grant projects.
12. Review of design documents of varies public infrastructure projects and developments throughout the Town submitted to the Town by developers and other third parties.
13. Attendance and facilitation of public meetings and public hearings with the Town Council, Planning Board, residents, and other stakeholders.
14. Preparation of various transportation studies, including traffic impact analyses and administration of transportation projects. North Carolina Department of Transportation ("NCDOT") projects may require the firms to possess appropriate NCDOT certification.
15. General Engineering Services as assigned.
16. All services provided should be in compliance with Title II of the Americans with Disabilities Act (ADA).

DRAFT

EXHIBIT B
INSURANCE CERTIFICATES

Provided by FIRM prior to executing contract.

DRAFT

EXHIBIT C
FIRM'S RESPONSE

Provided by FIRM prior to executing contract.

DRAFT

MEMO

MEMO-26-0087

Meeting Date: May 21, 2026

Prepared By: Ben Watts

MEETING TYPE: Council Regular Meeting

TITLE: Resolution R-26-030 to Release a Performance Guarantee Agreement and Surety Bond for the Completion of Required Improvements within the Pinewood Phase 1 Section 1B Subdivision

PURPOSE: To approve a request from Stanley Martin Homes, LLC ("Subdivider") to release a performance guarantee agreement and associated surety bond for the completion of required improvements within the Pinewood Phase 1 Section 1B residential subdivision.

BACKGROUND: Pinewood Phase 1 Section 1B is an approved residential subdivision located off of Old Town Creek Road, and south of the Grayson Park residential subdivision. The Subdivider is responsible for installing required improvements in accordance with Town standards.

Pursuant to Section 50-10 of the Town Code of Ordinances, in lieu of requiring the completion, installation, and dedication of all improvements prior to final plat approval, Council entered into an agreement with the Subdivider on May 16, 2024, attached hereto, whereby the Subdivider agreed to install and complete the following site work improvements:

- Five-foot sidewalks
- Handicap ramps
- Street signs
- Asphalt
- Curbing
- ABC Stone
- Striping
- Street lights
- Grading and seeding

To secure the performance guarantee agreement, the Subdivider provided a surety bond in an amount not exceeding 1.25 times the entire estimated cost of the uninstalled improvements.

SUMMARY: The Subdivider has completed the improvements associated with the performance guarantee agreement and is requesting the agreement and the associated surety bond be released. A field inspection report is attached which verifies the completion of the improvements covered by the agreement and the associated surety bond.

SUPPORTING PLANS: N/A

REQUEST FOR ACTION: Staff recommends Council adopt Resolution R-26-030.

Resolution R-26-030

Introduced By: Ben Watts
Date: May 21, 2026

Resolution R-26-030 to Release a Performance Guarantee Agreement and Surety Bond for the Completion of Required Improvements within the Pinewood Phase 1 Section 1B Subdivision

WHEREAS, Stanley Martin Homes, LLC ("Subdivider") has requested the release of the performance guarantee and associated surety bond for Pinewood Phase 1 Section 1B residential subdivision; and

WHEREAS, pursuant to Section 50-10 in the Town Code of Ordinances, in lieu of requiring the completion, installation, and dedication of all improvements, and prior to final plat approval, the Town Council may enter into an agreement with the subdivider whereby the Subdivider shall agree to complete all required improvements; and

WHEREAS, to secure this agreement, the Subdivider shall provide, subject to the approval of the Town Council, either one, or a combination of the following guarantees not exceeding 1.25 times the entire cost as provided in Section 50-10:

- Surety performance bond
- Cash bond
- Irrevocable letter of credit

WHEREAS, pursuant to Section 50-10 in the Town Code of Ordinances, the Subdivider originally executed a performance guarantee agreement with the Town Council dated May 16th, 2024, attached as Exhibit A, and provided a surety bond of $506,911.20 to guarantee the installation and completion of the following improvements within Pinewood Phase 1 Section 1B:

- Five-foot sidewalks
- Handicap ramps
- Street signs
- Asphalt
- ABC Stone
- Striping
- Street lights
- Grading and seeding

WHEREAS, the Town of Leland has inspected the installation of the required improvements at Pinewood Phase 1 Section 1B and confirms the proper installation of improvements, attached hereto as Exhibit B.

Therefore, Be It Resolved:
That the Leland Town Council approves the release of the performance guarantee agreement and the associated surety bond of $506,911.20 between Stanley Martin Homes, LLC and the Town for Pinewood Phase 1 Section 1B.

Adopted by Town Council on this 21st day of May, 2026.

Brenda Bozeman, Mayor

Sabrena A. Reinhardt, Town Clerk

Exhibit A

SUBDIVISION/LAND DEVELOPMENT

Performance Guarantee Agreement

Town of Leland, North Carolina

102 Town Hall Dr., Leland, NC 28451
www.townofleland.com

Planning and Building Inspections
Phone 910-371-3390 Fax 910-371-1158

This Agreement made this **16th** day of **May 2024**, by and between **Stanley Martin Homes, LLC. ("Subdivider")** and the TOWN OF LELAND, NORTH CAROLINA, a municipal corporation located in Brunswick County, North Carolina ("Town").

W I T N E S S E T H:

WHEREAS, the Subdivider wishes to record a final plat (the "Final Plat") of a proposed subdivision located in the Town known as **Pinewood Phase 1 Section 1B** (the "Subdivision"); and

WHEREAS, under the provisions of the Code of Ordinances of Town, the Subdivider is required to complete installation of certain infrastructure and other required improvements prior to recording of the Final Plat; and

WHEREAS, the ordinances of the Town of Leland provided in Section 50-10 states that a developer may post a surety bond, letter of credit or another form of guarantee that provides equivalent security to a surety bond or letter of credit (the "Security") for the developer's requirement to install the obligatory improvements and upon receipt of the Security, the Final Plat of the affected subdivision may be recorded; and

WHEREAS, the Town desires to approve the Final Plat for the Subdivision described herein and in lieu of requiring the completion of all obligatory improvements prior to said approval, will accept from the Developer a **Surety Bond** from **Berkley Insurance Company** to guarantee completion of the improvements described hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The recitals set forth hereinabove are incorporated herein and made part of this Agreement.
2. The Developer is desirous of installing

(i) the improvements as shown on the Final Plat,

(ii) the improvements as shown on any other plans and specifications submitted to the Town by Developer in connection with the work to be carried out as reflected on the Final Plat,

(iii) the improvements as required by the Town's Subdivision Ordinance and other applicable ordinances, and

(iv) the improvements as set forth in the engineer's report prepared by **Adam H Grady, PE**, attached hereto labeled Exhibit "A" (said improvements described herein referred to collectively as the "Improvements").

3. The engineer's report attached as Attachment "A" contains an estimate prepared by such engineer showing a cost of **$405,528.96** to complete the Improvements. The cost as reflected in Attachment "A" includes the reasonable estimated cost of administration, inspection and all required engineering costs for the Town to complete the installation of work.

4. The Developer will provide The Town a **Surety Bond** in the amount of **$506,911.20** which amount is 1.25 times the estimated cost of installation of the Improvements.

5. The Security given by the Developer shall comply with all applicable Town ordinances and shall remain in place for a minimum of **two** years from the date of this agreement.

6. The Developer shall demonstrate reasonable, good faith progress toward completion of the required improvements that are the subject of the Agreement.

7. The Developer may request partial release of the Security upon presentation to the Town of an engineer's report reflecting work actually performed and uninstalled work. The decision to release any part of the Security prior to completion of all Improvements shall be made exclusively by the Town and in its sole discretion. Final release of the Security shall be made in accordance with Paragraph 5 above.

8. Any cash funds deposited as Security with the Town by the Developer may be placed in an interest bearing account and all interest earned on such account shall be and remain the property of Town.

9. If all Improvements are not completed within one year from the date of this Agreement, the Developer may request an extension of the time within which to complete such Improvements. An extension may be granted by the Town in its sole discretion. If an extension is granted, then the Security given by the Developer for completion of the Improvements shall remain in full force and effect during the extension.

10. In the event Developer fails to complete installation of the Improvements, the Town shall have the option (but not the obligation), in its sole discretion, of utilizing the Security for completion of the Improvements.

11. In the event the Developer fails to complete installation of the Improvements, the Town shall be authorized to (a) withhold any permits for further construction of any improvements of any kind within the Subdivision, and (b) withhold the issuance of any zoning permits for any existing or new construction within the Subdivision.

IN WITNESS WHEREOF, the parties have executed this document the day and year first above written.

DEVELOPER:

Signature: _____

TJ Rydzewski, General Manager

Stanley Martin Homes, LLC

TOWN OF LELAND

Signature: _____

Brenda Bozeman

Mayor, Town of Leland

(SEAL)

ATTEST:

Signature: _____

Sabrena Reinhardt, Town Clerk

Town of Leland

Exhibit A

The purpose of this estimate is to clearly encompass ALL construction costs within the right-of-way. Each total adjacent to an item shall be appropriately inclusive. It is the responsibility of the applicant to include any project specific items not listed below.

Item	Quantity	Unit	Price ($)	Total Price ($)
Site Work				
Clearing & Grubbing		AC		
Erosion Control		LF		
Excavation		CY		
Roadways				
24" Vertical Curb and Gutter	5,361	LF	12.50	67,012.50
30" Vertical Curb and Gutter		LF		
24" Modified Valley Curb		LF		
30" Modified Valley Curb		LF		
5' Concrete Sidewalk	5,250	LF	23.50	123,375.00
8' Concrete Sidewalk		LF		
8' Multi-Use Path		LF		
10' Multi-Use Path		LF		
Asphalt (Surface Layer)	14,042	SY-IN	9.33	131,011.86
Asphalt (Binder Layer)		SY-IN		
Asphalt (Base Layer)		SY-IN		
ABC Stone	20,880	SY-IN	2.25	46,980.00
ADA Curb Ramps	16	EA	300.00	4,800.00
Striping	570	LF	1.30	741.00
Signs	5	EA	210.00	1,050.00
Street Tree		EA		
Stormwater				
Curb Inlet		EA		
Drop Inlet		EA		
Junction Box		EA		
Stormdrain (12")		LF		
Stormdrain (18")		LF		
Stormdrain (24")		LF		
Stormdrain (30")		LF		
Stormdrain (36")		LF		
Stormdrain (42")		LF		
Stormdrain (48")		LF		
FES (30")		EA		
FES (36")		EA		
FES (42")		EA		
FES (48")		EA		
Active Open Space				
Item: Seed Shoulders/CA	15,525	SY	0.55	8,538.75
Item: Street Lights	9	EA	450	4,050
Item: Grade Shoulders	7047	SY	2.55	17,969.85
Item:				
Item:				
Engineer Seal			**Construction Cost**	405,528.96
			Total (cost * 1.25)	506,911.20

NORTH CAROLINA PROFESSIONAL SEAL 43166 ENGINEER

3/25/24

Exhibit B

PERFORMANCE GUARANTEE INSPECTION REPORT

102 Town Hall Drive, Leland, NC 28451
www.townofleland.com

Planning and Inspections Department
Phone 910-371-3390 Fax 910-371-1158

Inspection Date: April 20, 2026

Time: 1:00 PM

Subdivision/Development: Pinewood

Phase/Section: Phase 1 Section 1B

Recorded Plat Page/Number: 157/17

Bonded Item(s)	Quantity/Amount Bonded	Installed to Town standards?
5' Sidewalks	5250 LF	Yes
Handicap Ramps/ADA Pads	16 units	Yes
Street Signs	5 units	Yes
Asphalt	14042 SY-IN	Yes
Curbing	5361 LF	Yes
ABC Stone	20890 SY-IN	Yes
Striping	570 LF	Yes
Streetlights	9	Yes
Grading/Seeding	22572 SY	Yes

PERFORMANCE GUARANTEE INSPECTION REPORT

102 Town Hall Drive, Leland, NC 28451
www.townofleland.com

Planning and Inspections Department
Phone 910-371-3390 Fax 910-371-1158

I, the undersign, have conducted an on-site inspection and confirm that the bonded improvements for the above-referenced subdivision or development site have been installed in accordance with Town standards and with the approved construction and site plans.

Planning

Ben Watts
Name

Signature

Engineering

BLAKE STEVENS
Name

Signature

MEMO

MEMO-26-0094

Meeting Date: May 21, 2026

Prepared By: Andrew Neylon

MEETING TYPE: Council Regular Meeting

TITLE: Resolution R-26-036 to Release a Performance Guarantee Agreement and Surety Bond for the Completion of Required Improvements within the Beckington Phase 1 Subdivision

PURPOSE: To approve a request from Beckington DE, LLC ("Subdivider") to release a performance guarantee agreement and associated surety bond for the completion of required improvements within Beckington Phase 1 residential subdivision.

BACKGROUND: Beckington Phase 1 is an approved residential subdivision located off of Old Fayetteville Rd approximately 1,500 feet East from Lanvale Road. The Subdivider is responsible for installing required improvements in accordance with Town standards.

Pursuant to Section 50-10 of the Town Code of Ordinances, in lieu of requiring the completion, installation, and dedication of all improvements prior to final plat approval, Council entered into an agreement with the Subdivider on July 21, 2021, attached hereto, whereby the Subdivider agreed to install and complete the following site work improvements:

- Street signs
- Asphalt
- Curbing
- ABC Stone
- Curb and drop inlets
- Junction box

On March 23, 2023, the Town accepted a reduction of the associated surety bond as certain improvements were installed to Town standards. The remaining site improvements that were not installed and remained bonded are attached and include the following:

- Street signs
- Asphalt

To secure the performance guarantee agreement, the Subdivider provided a surety bond in an amount not exceeding 1.25 times the entire estimated cost of the uninstalled improvements.

SUMMARY: The Subdivider has completed the improvements associated with the performance guarantee agreement and is requesting the agreement and the associated surety bond be released. A field inspection report is attached which verifies the completion of improvements covered by the agreement and associated surety bond.

SUPPORTING PLANS: N/A

REQUEST FOR ACTION: Staff recommends Council adopt Resolution R-26-036.

Resolution R-26-036

Introduced By: Andrew Neylon
Date: May 21, 2026

Resolution R-26-036 to Release a Performance Guarantee Agreement and Surety Bond for the Completion of Required Improvements within Beckington Phase 1 Subdivision

WHEREAS, Beckington DE, LLC ("Subdivider") has requested the release of the performance guarantee and associated surety bond for Beckington Phase 1 residential subdivision; and

WHEREAS, pursuant to Section 50-10 in the Town Code of Ordinances, in lieu of requiring the completion, installation, and dedication of all improvements, and prior to final plat approval, the Town Council may enter into an agreement with the subdivider whereby the Subdivider shall agree to complete all required improvements; and

WHEREAS, to secure this agreement, the Subdivider shall provide, subject to the approval of the Town Council, either one, or a combination of the following guarantees not exceeding 1.25 times the entire cost as provided in Section 50-10:

- Surety performance bond
- Cash bond
- Irrevocable letter of credit

WHEREAS, pursuant to Section 50-10 in the Town Code of Ordinances, the Subdivider originally executed a performance guarantee agreement with the Town Council dated July 21st, 2021, attached hereto as Exhibit A, and provided a surety bond of $145,690.00 to guarantee the installation and completion of the following improvements within Beckington Phase 1 subdivision:

- Street signs
- Asphalt
- Curbing
- ABC Stone
- Curb and drop inlets
- Junction box

WHEREAS, on March 23, 2023, the Town of Leland approved a reduction of the original surety bond upon the installation certain improvements and received a new surety bond of $27,935.00 to guarantee the installation of the uninstalled improvements within Beckington Phase 1 subdivision as found on the sealed cost estimate sheet, attached hereto as Exhibit B, including:

- Street signs
- Asphalt

WHEREAS, the Town of Leland has inspected the installation of the required improvements at Beckington Phase 1 subdivision and confirms the proper installation of improvements, attached hereto as Exhibit C.

Therefore, Be It Resolved:
That the Leland Town Council approves the release of the performance guarantee agreement and the associated surety bond of $27,935.00 between Beckington DE, LLC and the Town for Beckington Phase 1 subdivision.

Adopted by Town Council on this 21st day of May, 2026.

Brenda Bozeman, Mayor

Sabrena A. Reinhardt, Town Clerk

Exhibit A

SUBDIVISION/LAND DEVELOPMENT

Performance Guarantee Agreement

Town of Leland, North Carolina

102 Town Hall Dr., Leland, NC 28451
www.townofleland.com

Planning and Building Inspections
Phone 910-371-3390 Fax 910-371-1158

This Agreement made this **21st** day of **July 2021**, by and between **Beckington DE, LLC ("Subdivider")** and the TOWN OF LELAND, NORTH CAROLINA, a municipal corporation located in Brunswick County, North Carolina ("Town").

W I T N E S S E T H:

WHEREAS, the Subdivider wishes to record a final plat (the "Final Plat") of a proposed subdivision located in the Town known as **Beckington, Phase 1** (the "Subdivision"); and

WHEREAS, under the provisions of the Code of Ordinances of Town, the Subdivider is required to complete installation of certain infrastructure and other required improvements prior to recording of the Final Plat; and

WHEREAS, the ordinances of the Town of Leland provided in Section 50-109 states that a developer may post a surety bond, letter of credit or another form of guarantee that provides equivalent security to a surety bond or letter of credit (the "Security") for the developer's requirement to install the obligatory improvements and upon receipt of the Security, the Final Plat of the affected subdivision may be recorded; and

WHEREAS, the Town desires to approve the Final Plat for the Subdivision described herein and in lieu of requiring the completion of all obligatory improvements prior to said approval, will accept from the Developer a **surety performance bond from Capital Indemnity Corporation** to guarantee completion of the improvements described hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The recitals set forth hereinabove are incorporated herein and made part of this Agreement.
2. The Developer is desirous of installing

(i) the improvements as shown on the Final Plat,

(ii) the improvements as shown on any other plans and specifications submitted to the Town by Developer in connection with the work to be carried out as reflected on the Final Plat,

(iii) the improvements as required by the Town's Subdivision Ordinance and other applicable ordinances, and

(iv) the improvements as set forth in the engineer's report prepared by **Thomas J. Scheetz PE**, attached hereto labeled Attachment "A" (said improvements described herein referred to collectively as the "Improvements").

3. The engineer's report attached as Attachment "A" contains an estimate prepared by such engineer showing a cost of **$116,552** to complete the Improvements. The cost as reflected in Attachment "A" includes the reasonable estimated cost of administration, inspection and all required engineering costs for the Town to complete the installation of work.

4. The Developer will provide The Town a **surety bond** in the amount of **$145,690** which amount is 1.25 times the estimated cost of installation of the Improvements.

5. The Security given by the Developer shall comply with all applicable Town ordinances and shall remain in place for a minimum of **one and one half** years from the date of this agreement.

6. The Developer shall demonstrate reasonable, good faith progress toward completion of the required improvements that are the subject of the Agreement. .

7. The Developer may request partial release of the Security upon presentation to the Town of an engineer's report reflecting work actually performed and uninstalled work . The decision to release any part of the Security prior to completion of all Improvements shall be made exclusively by the Town and in its sole discretion. Final release of the Security shall be made in accordance with Paragraph 5 above.

8. Any cash funds deposited as Security with the Town by the Developer may be placed in an interest bearing account and all interest earned on such account shall be and remain the property of Town.

9. If all Improvements are not completed within one year from the date of this Agreement, the Developer may request an extension of the time within which to complete such Improvements. An extension may be granted by the Town in its sole discretion. If an extension is granted, then the Security given by the Developer for completion of the Improvements shall remain in full force and effect during the extension.

10. In the event Developer fails to complete installation of the Improvements, the Town shall have the option (but not the obligation), in its sole discretion, of utilizing the Security for completion of the Improvements.

11. In the event the Developer fails to complete installation of the Improvements, the Town shall be authorized to (a) withhold any permits for further construction of any improvements of any kind within the Subdivision, and (b) withhold the issuance of any zoning permits for any existing or new construction within the Subdivision.

IN WITNESS WHEREOF, the parties have executed this document the day and year first above written.

DEVELOPER:

Signature: _____

Bryce Burkentine, Manager
Beckington DE, LLC

TOWN OF LELAND

Signature: _____

Brenda Bozeman, Mayor

Town of Leland

(SEAL)

ATTEST:

Signature: _____

Sabrena Reinhardt, Town Clerk

Town of Leland

NT# 21180

The purpose of this estimate is to clearly encompass ALL construction costs within the right-of-way. Each total adjacent to an item shall be appropriately inclusive. It is the responsibility of the applicant to include any project specific items not listed below.				
Item	**Quantity**	**Unit**	**Price ($)**	**Total Price ($)**
Site Work				
Clearing & Grubbing		AC		
Erosion Control		LF		
Excavation		CY		
Roadways				
24" Vertical Curb and Gutter	1660	LF	13.00	21,580
30" Vertical Curb and Gutter		LF		
24" Modified Valley Curb		LF		
30" Modified Valley Curb		LF		
5' Concrete Sidewalk		LF		
8' Concrete Sidewalk		LF		
8' Multi-Use Path		LF		
10' Multi-Use Path		LF		
Asphalt (Surface Layer)	2305 @ 1"	SY-IN	9.50	21,898
Asphalt (Binder Layer)	2305 @ 1.5"	SY-IN	11.75	27,084
Asphalt (Base Layer)		SY-IN		
ABC Stone	2305 @ 8"	SY-IN	18	41,490
ADA Curb Ramps		EA		
Striping		LF		
Signs	3	EA	150	450
Street Tree		EA		
Stormwater				
Curb Inlet	2 (F&G Only)	EA	650	1,300
Drop Inlet	3 (F&G Only)	EA	650	1,950
Junction Box	1 (R&C Only)	EA	800	800
Stormdrain (12")		LF		
Stormdrain (18")		LF		
Stormdrain (24")		LF		
Stormdrain (30")		LF		
Stormdrain (36")		LF		
Stormdrain (42")		LF		
Stormdrain (48")		LF		
FES (30")		EA		
FES (36")		EA		
FES (42")		EA		
FES (48")		EA		
Active Open Space				
Item:				
Item:				
Item:				
Item:				
Item:				
			Construction Cost	116,552
			Total (cost * 1.25)	145,690

Thomas J. Scheetz

NORTH CAROLINA PROFESSIONAL SEAL 54246 ENGINEER THOMAS J. SCHEETZ

06/30/22

Exhibit B

NT# 21180

The purpose of this estimate is to clearly encompass ALL construction costs within the right-of-way. Each total adjacent to an item shall be appropriately inclusive. It is the responsibility of the applicant to include any project specific items not listed below.				
Item	**Quantity**	**Unit**	**Price ($)**	**Total Price ($)**
Site Work				
Clearing & Grubbing		AC		
Erosion Control		LF		
Excavation		CY		
Roadways				
24" Vertical Curb and Gutter		LF		
30" Vertical Curb and Gutter		LF		
24" Modified Valley Curb		LF		
30" Modified Valley Curb		LF		
5' Concrete Sidewalk		LF		
8' Concrete Sidewalk		LF		
8' Multi-Use Path		LF		
10' Multi-Use Path		LF		
Asphalt (Surface Layer)	2305 @ 1"	SY-IN	9.50	21,898
Asphalt (Binder Layer)		SY-IN		
Asphalt (Base Layer)		SY-IN		
ABC Stone		SY-IN		
ADA Curb Ramps		EA		
Striping		LF		
Signs	3	EA	150	450
Street Tree		EA		
Stormwater				
Curb Inlet		EA		
Drop Inlet		EA		
Junction Box		EA		
Stormdrain (12")		LF		
Stormdrain (18")		LF		
Stormdrain (24")		LF		
Stormdrain (30")		LF		
Stormdrain (36")		LF		
Stormdrain (42")		LF		
Stormdrain (48")		LF		
FES (30")		EA		
FES (36")		EA		
FES (42")		EA		
FES (48")		EA		
Active Open Space				
Item:				
Item:				
Item:				
Item:				
Item:				
			Construction Cost	22,348
			Total (cost * 1.25)	27,935

NORTH CAROLINA PROFESSIONAL SEAL 54246 ENGINEER THOMAS J. SCHEETZ Engineer Seal

01/30/23

Exhibit C

PERFORMANCE GUARANTEE INSPECTION REPORT

102 Town Hall Drive, Leland, NC 28451
www.townofleland.com

Planning and Inspections Department
Phone 910-371-3390 Fax 910-371-1158

Inspection Date: January 16, 2026

Time: Approximately 9:30 AM

Subdivision/Development: Beckington Townhomes

Phase/Section: Phase 1

Recorded Plat Page/Number: Map Book 139 Number 81

Bonded Item(s)	Quantity/Amount Bonded	Installed to Town standards?
Surface layer	2305 SY	Yes
Street Signs	3 Each	Yes

I, the undersign, have conducted an on-site inspection and confirm that the bonded improvements for the above-referenced subdivision or development site have been installed in accordance with Town standards and with the approved construction and site plans.

Planning

Andrew Neylon
Name

Signature

Engineering

Phil Canizares
Name

Signature

MEMO

MEMO-26-0111

Meeting Date: May 21, 2026

Prepared By: Sabrena Reinhardt

MEETING TYPE:	Council Regular Meeting
TITLE:	Proclamation Building Safety Month May 2026
PURPOSE:	To encourage public engagement and raise awareness about building safety on a personal, local, and global scale.
BACKGROUND:	Building Safety Month is sponsored by the International Code Council to highlight the critical role of building safety professionals, particularly code officials, who work to ensure safe, sustainable, and affordable buildings that support community well-being and economic prosperity.
SUMMARY:	Ben Andrea, Planning and Inspections Director, requests that the Council proclaim May 2026 as Building Safety Month by adopting the attached proclamation. Staff will utilize this proclamation to support outreach efforts aimed at increasing public awareness of building safety and its importance at all levels.
SUPPORTING PLANS:	N/A
REQUEST FOR ACTION:	Staff recommends that the Council adopt the Proclamation declaring May 2026 as Building Safety Month.

Proclamation

Building Safety Month - May, 2026

WHEREAS, the Town of Leland is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

WHEREAS, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

WHEREAS, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes and standards to protect us in the buildings where we live, learn, work and play, and;

WHEREAS, these modern building codes and standards include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

WHEREAS, Building Safety Month 2026 has the theme "Built to Last", encouraging everyone to engage and raise awareness about building safety on personal, local and global scale, and;

WHEREAS, each year in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local, state, tribal, territorial, and federal building safety and fire prevention departments, in safeguarding lives and property.

NOW, THEREFORE, I, Brenda Bozeman, Mayor of the Town of Leland of North Carolina, do hereby proclaim the month of May 2026 as Building Safety Month. Accordingly, I encourage our citizens to join us as we participate in Building Safety Month activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Leland, North Carolina to be affixed this 21st day of May, 2026.

_____

Brenda Bozeman, Mayor

Budget Amendment BA26-005

Introduced By: Kelli Newton
Date: May 21, 2026

Budget Amendment BA26-005: Appropriation of $900,000 in Property Tax Revenue to the Pedestrian Infrastructure Capital Project Fund

INTENT/PURPOSE:

This budget amendment appropriates $900,000 of additional property tax revenue to increase the Pedestrian Infrastructure Capital Project Fund. Staff plans to use these funds as a match to potential grants for pedestrian infrastructure projects.

In developing the FY25–26 budget, the Town's property tax revenue estimate was based on an ad valorem tax base estimate from Brunswick County of $6.741 billion, a tax rate of 27.0 cents per $100 of assessed valuation, and a 99.66% collection rate, generating approximately $18,130,000 million in property tax revenue.

The funds that have been received exceeding the budgeted amount represent an increase of valuation above what was originally estimated from the County.

BE IT ORDAINED by the Town Council of the Town of Leland, North Carolina that the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2026:

SECTION I:
To approve the appropriation of $900,000 to the Pedestrian Infrastructure Capital Project Fund. The appropriations are to be changed as follows:

	Increase	Decrease
10-300-3000 Property Tax (Current Year)	900,000	
10-986-9832 Transfer to Powell Bill CPF	900,000	
47-399-9900 Transfer from General Fund	900,000	
47-420-6020 Pedestrian Infrastructure	900,000	

SECTION II:
Copies of this budget amendment shall be furnished to the Clerk, to the Town Council and to the Budget Officer for their direction.

Adopted by Town Council on this 21 day of May, 2026.

Brenda Bozeman, Mayor

Sabrena A. Reinhardt, Town Clerk

MEMO

MEMO-26-0105

Meeting Date: May 21, 2026

Prepared By: Carly Hagg

MEETING TYPE: Council Regular Meeting

TITLE: Resolution R-26-035 Adopting the Audit Contract for Fiscal Year 2025-2026 in the Amount of $23,750.00

PURPOSE: To enter into an agreement with Thompson, Price, Scott, Adams & Co, P.A. to perform the financial audit for fiscal year 2025-2026 in the amount of $23,750.00.

BACKGROUND: As per NC GS 159-34, each unit of local government shall have its accounts audited as soon as possible after the close of the fiscal year by a certified public accountant or by an accountant certified by the Commission as qualified to audit local government accounts.

In April of 2026 Staff released an RFP for auditing services. The Town received five responses. Staff presented the results to the Town Council on May 18, 2016. The Council, by consensus, recommended the Town move forward with auditing services from Thompson, Price, Scott, Adams & Co, P.A.

SUMMARY: This work from this contract will satisfy NC GS 159-34.

SUPPORTING PLANS: N/A

REQUEST FOR ACTION: For Council to approve and adopt the audit contract and engagement letter with Thompson, Price, Scott, Adams & Co, P.A.

Resolution R-26-035

Introduced By: Carly Hagg
Date: May 21, 2026

Resolution Adopting the Audit Contract for Fiscal Year 2025-2026 in the Amount of $23,750.00

WHEREAS, the Town wishes to enter into an agreement with Thompson, Price, Scott, Adams & Co, P.A. to perform the financial audit services for fiscal year 2025-2026 in the amount of $23,750.00.

Therefore, Be It Resolved:
That Town Council approves and adopts the attached audit contract and engagement letter with Thompson, Price, Scott, Adams & Co, P.A. This engagement letter and contract is subject to any changes made by the LGC.

Adopted by Town Council on this 21st day of May, 2026.

Brenda Bozeman, Mayor

Sabrena Reinhardt, Town Clerk

CONTRACT TO AUDIT ACCOUNTS

The

Governing Board
TOWN COUNCIL

of

Primary Government Unit
TOWN OF LELAND

and

Discretely Presented Component Unit (DPCU) (if applicable)
N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and

Auditor Name
THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.
Auditor Address
1626 S MADISON STREET, WHITEVILLE, NC 28472

Hereinafter referred to as Auditor

for

Fiscal Year Ending	Date Audit Will Be Submitted to LGC
06/30/26	12/31/26

Must be within six months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by "U.S. Auditing Standards – AICPA (Clarified)," referred to as generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). Budgetary comparison information shall be prepared in accordance with applicable GASB standards. Budget-to-actual comparisons at the level of the legally adopted budget ordinance shall be presented as required supplementary information and shall not be included in the basic financial statements. Any other budgetary comparison information shall be presented only as supplementary information for funds required to be budgeted under NCGS Chapter 159, Article 3.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. If the Governmental Unit expended $100,000 or more in combined Federal and State financial assistance during the reporting period, the Auditor shall perform the audit in accordance with *Generally Accepted Government Auditing Standards* (GAGAS). The Governmental Unit is subject to federal single audit requirements in accordance with Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Subpart F (*Uniform Guidance*) and the State Single Audit Implementation Act. Currently the threshold is $1,000,000 for federal and state single audits, or such other threshold as applicable for the fiscal year under audit. This audit and all associated audit documentation may be subject to review by federal and State agencies in accordance with federal and State laws, including the staff of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501) the Auditor and Governmental Unit(s) should discuss, in advance of the execution of this contract, the responsibility for submission of the audit and the accompanying data collection form (form SF-FAC) to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards* (2018 revision or subsequent revisions, as applicable) issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he or she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and to the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon the Auditor's receipt of an updated peer review report. If the audit firm receives a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed, and the report of audit submitted to LGC Staff, within six months of fiscal year end. At the time of the execution of this contract, if the parties know that the anticipated submission date of the audit exceeds six months after fiscal year end, a written explanation shall be provided to the Secretary of the LGC on this contract form (see the space provided on Page 7). If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as they relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth the Auditor's findings, together with his or her recommendations for improvement. That written report shall include all matters determined to be "significant deficiencies and material weaknesses" in accordance with AU-C §265 "Communicating Internal Control Related Matters Identified in an Audit" of GAAS. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an Auditor issues an AU-C §260 report, "Auditor's Communication With Those Charged With Governance," commonly referred to as a "Governance Letter," LGC staff does not require the report to be submitted unless the Auditor cites significant findings or issues from the audit, as defined in AU-C §260 paragraphs 12 - 14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious for which the Auditor consulted outside the engagement team and, in the Auditor's judgment, are significant and relevant to those charged with governance, and other findings or issues that the Auditor believes are significant and relevant. If matters identified during the audit were required to be reported as described in AU-C §260 paragraphs 12 - 14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal Single Audit Act and the State Single Audit Act. This does not include fees for any pre-issuance reviews that may be required by the North Carolina Association of Certified Public Accountants (NCACPA) Peer Review Committee or North Carolina State Board of CPA Examiners (see Paragraph 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the Secretary of the Local Government Commission to obtain a pre-issuance review or take corrective action as a result of peer review findings or quality control deficiencies, such corrective action shall be consistent with the authority and requirements of the North Carolina State Board of Certified Public Accountant Examiners, the AICPA Peer Review Program, and established Local Government Commission practice, including the use of report addenda or other remedial measures, as appropriate.

14. In accordance with G.S. 159-34, the Finance Officer of the Unit is responsible for filing the audited financial statements with the Secretary of the Local Government Commission.

The Auditor may upload the audit report and related documents through the LGC's electronic submission system; however, submission shall not be deemed complete until the Finance Officer has reviewed and certified the submission.

The Auditor, Finance Officer, other Unit staff member designated by the Finance Officer, or a third party approved by the Unit may enter all Data Input Report information except the information on the "transmittal doc info" tab. The "transmittal doc info" tab must be completed by the Auditor.

The Finance Officer shall review, approve, and certify the accuracy and completeness of the Data Input Report (DIR) in the LGC's LOGOS system prior to LGC review, regardless of whether the DIR is prepared by the Auditor or the Unit.

Finance Officer certification is required for any corrected or revised submissions.

Finance Officer certification of the DIR shall be completed in a timely manner following notification that the DIR is ready for review and within time frames prescribed by the LGC. Failure to complete certification in a timely manner may result in the audit being considered late due to unit action rather than auditor performance

The Auditor shall conduct the audit in accordance with generally accepted auditing standards and shall ensure that the financial statements are prepared in accordance with generally accepted accounting principles as of the fiscal year end. Budget-to-actual comparisons at the level of the legally adopted budget ordinance shall be presented in required supplementary information, separate from the basic financial statements, and shall not be included in the audit opinion. The Auditor shall confirm that such information reconciles to the financial statements and is consistent with applicable accounting guidance and any LGC reporting requirements.

The Finance Officer shall certify in a timely manner that all data inputted in LOGOS used for preparation of the financial statements and required supplementary information is complete and accurate.

For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and preaudited if the change includes a change in audit fee (preaudit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Paragraph 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in The Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and Finance Officer also shall be included on this contract.

20. The contract shall be executed, preaudited (preaudit requirement does not apply to hospitals) and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. The Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if the Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 or 2024 Revision* (as applicable). Preparing financial statements in their entirety shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, the Auditor must document and include in the audit workpapers how the Auditor reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The Auditor shall present the audited financial statements including any compliance reports to the Government Unit's Governing Board or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary of the LGC. The Auditor's presentation to the Governing Board or audit committee shall include:

a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the Auditor, and any other issues related to the internal controls or fiscal health of the Government Unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the Auditor regarding internal controls as required by current auditing standards;

b) the status of the prior year audit findings;

c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and

d) notification to the Governing Board that the Governing Board shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under Rule 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary of the LGC through the LGC's LOGOS system, including completion of the Data Input Report (DIR). Submission is not complete and shall not be accepted by the LGC until the Finance Officer has reviewed and certified the DIR in accordance with Paragraph 14 of this contract.

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Paragraph 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and Units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit.

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. **Applicable to audits with fiscal year ends of June 30, 2025, and later.** The Unit authorizes the LGC to grant access to the LGC's LOGOS system, including the Data Input Report (DIR), to employees of the contracted audit firm who are associated with and acting on behalf of the firm for purposes of performing audit and reporting services under this contract. Such access shall be limited to the scope necessary to perform contracted services and shall not relieve the Auditor or the Unit of their respective responsibilities under this contract.

34. Changes or edits to the text of this contract form are not permitted, except for the Secretary's authority to revise or update this contract form pursuant to LGC Rule 20 NCAC 03. 0502.

For contracts with an anticipated audit submission date exceeding six months after fiscal year end, please use this space to explain the reason for the late submission, as required by Paragraph 6 of this contract form:

LGC-205 Form B **CONTRACT TO AUDIT ACCOUNTS** Rev. 08.2026

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards,2018 Revision*. Refer to Paragraph 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☑ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: The individual at the Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	***Title and Unit / Company:***	***Email Address:***
CARLY HAGG	Finance Officer/Town of Leland	chagg@townofleland.com

OR Not Applicable ☐ *(Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)*

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Paragraphs 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit firm for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the Unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in Rule 20 NCAC .0503 shall be submitted to the Secretary of the LGC for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	TOWN OF LELAND
Audit Fee (financial and compliance if applicable)	$ 21,250
Fee per Major Program (if not included above)	$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	$ 2.500
All Other Non-Attest Services	$
TOTAL AMOUNT NOT TO EXCEED	$ 23,750

Discretely Presented Component Unit	N/A
Audit Fee (financial and compliance if applicable)	$
Fee per Major Program (if not included above)	$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	$
All Other Non-Attest Services	$
TOTAL AMOUNT NOT TO EXCEED	$

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SIGNATURE PAGE

AUDIT FIRM

Audit Firm* THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.	
Authorized Firm Representative (typed or printed)* ALAN W. THOMPSON	Signature*
Date* 05/07/26	Email Address* alanthompson@tpsacpas.com

GOVERNMENTAL UNIT

Governmental Unit* TOWN OF LELAND	
Date Governing Board Approved Audit Contract* **(Enter date in box to right)**	
Mayor/Chairperson (typed or printed)*	Signature*
Date	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PREAUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by This Transaction:	$ 23,750
Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Date of Preaudit Certificate*	Email Address*

Thompson, Price, Scott, Adams & Co, P.A.
P.O. Box 398
1626 S Madison Street
Whiteville, NC 28472
Telephone (910) 642-2109
Fax (910) 642-5958

Alan W. Thompson, CPA
R. Bryon Scott, CPA
Gregory S. Adams, CPA

CERTIFIED PUBLIC ACCOUNTANTS
CONSULTANTS AND TAX ADVISORS

May 7, 2026

Town of Leland
102 Town Hall Drive
Leland, NC 28451

To Management and Those Charged With Governance:

We are pleased to confirm our understanding of the services we are to provide the Town of Leland for the year ended June 30, 2026.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Town of Leland as of and for the year ended June 30, 2026. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Town of Leland's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Leland's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis.
2. Schedule of Town's Proportionate Share of Net Pension Liability (Asset) and Schedule of Contributions - LGERS
3. Schedule of Proportionate Share of Net Pension Liability – Firefighters' and Rescue Workers' Pension
4. Schedule of Changes in Total Pension Liability and Schedule of Total Pension Liability as a Percentage of Covered Payroll – Law Enforcement Officers' Special Separation Allowance

We have also been engaged to report on supplementary information other than RSI that accompanies Town of Leland's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements:

1. Schedule of Expenditures of Federal and State Awards.
2. Combining and Individual Fund Financial Statements, Budgetary Schedules, and Other Schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Introductory and Statistical Schedules (prepared for Annual Comprehensive Financial Report presentation)

Our responsibility for other information included in documents containing the entity's audited financial statements and auditors' report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditors' report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually, or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objective also includes reporting on-

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditors' Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit will be conducted in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards,* we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility

as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories (if material), and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures-Internal Controls

We will obtain an understanding of the entity and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Test of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards,* and the Uniform Guidance.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Town of Leland's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards.*

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Town of Leland's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Town of Leland's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and State awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and State awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of the schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statement date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal and State awards; federal or State award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings;

and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review by May 1, 2026.

You are responsible for identifying all federal and State awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and State awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and State awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and State awards. You also agree to make the audited financial statements readily available to intended users of schedules of expenditures of federal and State awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and State awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and State awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and State awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal and State awards, and related notes of Town of Leland in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. We may also assist in preparing year end cash to accrual entries and entries associated with GASB 87 and/or 96 implementation. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards.* We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal and State awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, schedules of expenditures of federal and State awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and State awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an

individual, (Carly Hagg), who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' report or nine months after the end of the audit period.

We will provide copies of our reports to the Board; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Thompson, Price, Scott, Adams & Co., P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request in a timely manner to Oversight Agencies (or its designee), a federal agency provided direct or indirect funding, or the U.S. Government Accounting Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Thompson, Price, Scott, Adams & Co., P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal cognizant agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

Alan Thompson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit by approximately May 1, 2026, and to issue our reports no later than December 31, 2026. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, shall not exceed $23,750. Also, any excessive additional fees incurred in obtaining required audit evidence (i.e. bank confirmations) will be billed directly to the Board. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. However, if we are not able to complete the audit as agreed upon in the Request for Proposal and it is determined to be the fault of the auditor (i.e. not because of delays in obtaining confirmations from the State, required actuary reports, being able to get onsite for testing due to government restrictions on travel, etc) there will be a $100 penalty for every week the audit

is late. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Town Council and management of the Town of Leland. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement. If circumstances occur related to the condition of your records, the availability of sufficient appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the Town of Leland and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Alan W. Thompson, CPA
Thompson, Price, Scott, Adams & Co., P.A.

RESPONSE:

This letter correctly sets forth the understanding of the Town of Leland.

Management signature: _____ SIGN HERE

Title: _____

Date: _____

Governance signature: _____ SIGN HERE

Title: _____

Date: _____

CC: Town Council

LGC-205 Form A **CONTRACT TO AUDIT ACCOUNTS** Rev. 02/2026

The Governing Board: TOWN COUNCIL

of Primary Government Unit: TOWN OF LELAND

and Discretely Presented Component Unit (DPCU) (if applicable): N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and Auditor Name: THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.

Auditor Address: 1626 S MADISON STREET, WHITEVILLE, NC 28472

Hereinafter referred to as Auditor

for

Fiscal Year Ending	Date Audit Will Be Submitted to LGC
06/30/26	12/31/26

Must be within six months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by "U.S. Auditing Standards – AICPA (Clarified)," referred to as generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). Budgetary comparison information shall be prepared in accordance with applicable GASB standards. Budget-to-actual comparisons at the level of the legally adopted budget ordinance shall be presented as required supplementary information and shall not be included in the basic financial statements. Any other budgetary comparison information shall be presented only as supplementary information for funds required to be budgeted under NCGS Chapter 159, Article 3.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. If the Governmental Unit expended $100,000 or more in combined Federal and State financial assistance during the reporting period, the Auditor shall perform the audit in accordance with *Generally Accepted Government Auditing Standards* (GAGAS). The Governmental Unit is subject to federal single audit requirements in accordance with Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Subpart F (*Uniform Guidance*) and the State Single Audit Implementation Act. Currently the threshold is $1,000,000 for federal and state single audits, or such other threshold as applicable for the fiscal year under audit. This audit and all associated audit documentation may be subject to review by federal and State agencies in accordance with federal and State laws, including the staff of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501) the Auditor and Governmental Unit(s) should discuss, in advance of the execution of this contract, the responsibility for submission of the audit and the accompanying data collection form (form SF-FAC) to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards* (2018 revision or subsequent revisions, as applicable) issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he or she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and to the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon the Auditor's receipt of an updated peer review report. If the audit firm receives a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed, and the report of audit submitted to LGC Staff, within six months of fiscal year end. At the time of the execution of this contract, if the parties know that the anticipated submission date of the audit exceeds six months after fiscal year end, a written explanation shall be provided to the Secretary of the LGC on this contract form (see the space provided on Page 7). If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as they relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth the Auditor's findings, together with his or her recommendations for improvement. That written report shall include all matters determined to be "significant deficiencies and material weaknesses" in accordance with AU-C §265 "Communicating Internal Control Related Matters Identified in an Audit" of GAAS. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an Auditor issues an AU-C §260 report, "Auditor's Communication With Those Charged With Governance," commonly referred to as a "Governance Letter," LGC staff does not require the report to be submitted unless the Auditor cites significant findings or issues from the audit, as defined in AU-C §260 paragraphs 12 - 14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious for which the Auditor consulted outside the engagement team and, in the Auditor's judgment, are significant and relevant to those charged with governance, and other findings or issues that the Auditor believes are significant and relevant. If matters identified during the audit were required to be reported as described in AU-C §260 paragraphs 12 - 14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal Single Audit Act and the State Single Audit Act. This does not include fees for any pre-issuance reviews that may be required by the North Carolina Association of Certified Public Accountants (NCACPA) Peer Review Committee or North Carolina State Board of CPA Examiners (see Paragraph 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the Secretary of the Local Government Commission to obtain a pre-issuance review or take corrective action as a result of peer review findings or quality control deficiencies, such corrective action shall be consistent with the authority and requirements of the North Carolina State Board of Certified Public Accountant Examiners, the AICPA Peer Review Program, and established Local Government Commission practice, including the use of report addenda or other remedial measures, as appropriate.

14. In accordance with G.S. 159-34, the Finance Officer of the Unit is responsible for filing the audited financial statements with the Secretary of the Local Government Commission.

The Auditor may upload the audit report and related documents through the LGC's electronic submission system; however, submission shall not be deemed complete until the Finance Officer has reviewed and certified the submission.

The Auditor, Finance Officer, other Unit staff member designated by the Finance Officer, or a third party approved by the Unit may enter all Data Input Report information except the information on the "transmittal doc info" tab. The "transmittal doc info" tab must be completed by the Auditor.

The Finance Officer shall review, approve, and certify the accuracy and completeness of the Data Input Report (DIR) in the LGC's LOGOS system prior to LGC review, regardless of whether the DIR is prepared by the Auditor or the Unit.

Finance Officer certification is required for any corrected or revised submissions.

Finance Officer certification of the DIR shall be completed in a timely manner following notification that the DIR is ready for review and within time frames prescribed by the LGC. Failure to complete certification in a timely manner may result in the audit being considered late due to unit action rather than auditor performance

The Auditor shall conduct the audit in accordance with generally accepted auditing standards and shall ensure that the financial statements are prepared in accordance with generally accepted accounting principles as of the fiscal year end. Budget-to-actual comparisons at the level of the legally adopted budget ordinance shall be presented in required supplementary information, separate from the basic financial statements, and shall not be included in the audit opinion. The Auditor shall confirm that such information reconciles to the financial statements and is consistent with applicable accounting guidance and any LGC reporting requirements.

The Finance Officer shall certify in a timely manner that all data inputted in LOGOS used for preparation of the financial statements and required supplementary information is complete and accurate.

For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and preaudited if the change includes a change in audit fee (preaudit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Paragraph 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in The Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and Finance Officer also shall be included on this contract.

20. The contract shall be executed, preaudited (preaudit requirement does not apply to hospitals) and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. The Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if the Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 or 2024 Revision* (as applicable). Preparing financial statements in their entirety shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, the Auditor must document and include in the audit workpapers how the Auditor reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The Auditor shall present the audited financial statements including any compliance reports to the Government Unit's Governing Board or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary of the LGC. The Auditor's presentation to the Governing Board or audit committee shall include:

a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the Auditor, and any other issues related to the internal controls or fiscal health of the Government Unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the Auditor regarding internal controls as required by current auditing standards;

b) the status of the prior year audit findings;

c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and

d) notification to the Governing Board that the Governing Board shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under Rule 20 NCAC 03 .0508.

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29. Information based on the audited financial statements shall be submitted to the Secretary of the LGC through the LGC's LOGOS system, including completion of the Data Input Report (DIR). Submission is not complete and shall not be accepted by the LGC until the Finance Officer has reviewed and certified the DIR in accordance with Paragraph 14 of this contract.

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Paragraph 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and Units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit.

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. **Applicable to audits with fiscal year ends of June 30, 2025, and later.** The Unit authorizes the LGC to grant access to the LGC's LOGOS system, including the Data Input Report (DIR), to employees of the contracted audit firm who are associated with and acting on behalf of the firm for purposes of performing audit and reporting services under this contract. Such access shall be limited to the scope necessary to perform contracted services and shall not relieve the Auditor or the Unit of their respective responsibilities under this contract.

34. Changes or edits to the text of this contract form are not permitted, except for the Secretary's authority to revise or update this contract form pursuant to LGC Rule 20 NCAC 03. 0502.

For contracts with an anticipated audit submission date exceeding six months after fiscal year end, please use this space to explain the reason for the late submission, as required by Paragraph 6 of this contract form:

LGC-205 Form B **CONTRACT TO AUDIT ACCOUNTS** Rev. 02/2026

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards,2018 Revision*. Refer to Paragraph 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☑ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: The individual at the Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	***Title and Unit / Company:***	***Email Address:***
CARLY HAGG	Finance Officer/Town of Leland	chagg@townofleland.com

OR Not Applicable ☐ *(Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)*

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Paragraphs 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit firm for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the Unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in Rule 20 NCAC .0503 shall be submitted to the Secretary of the LGC for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	TOWN OF LELAND
Audit Fee (financial and compliance if applicable)	$ 21,250
Fee per Major Program (if not included above)	$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	$ 2.500
All Other Non-Attest Services	$
TOTAL AMOUNT NOT TO EXCEED	$ 23,750

Discretely Presented Component Unit	N/A
Audit Fee (financial and compliance if applicable)	$
Fee per Major Program (if not included above)	$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	$
All Other Non-Attest Services	$
TOTAL AMOUNT NOT TO EXCEED	$

LGC-205 Form B | **CONTRACT TO AUDIT ACCOUNTS** | Rev. 02/2026

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.	
Authorized Firm Representative (typed or printed)* ALAN W. THOMPSON	Signature*
Date* 05/07/26	Email Address* alanthompson@tpsacpas.com

GOVERNMENTAL UNIT

Governmental Unit* TOWN OF LELAND	
Date Governing Board Approved Audit Contract* **(Enter date in box to right)**	
Mayor/Chairperson (typed or printed)*	Signature*
Date	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PREAUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by This Transaction:	$ 23,750
Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Date of Preaudit Certificate*	Email Address*

Thompson, Price, Scott, Adams & Co, P.A.
P.O. Box 398
1626 S Madison Street
Whiteville, NC 28472
Telephone (910) 642-2109
Fax (910) 642-5958

Alan W. Thompson, CPA
R. Bryon Scott, CPA
Gregory S. Adams, CPA

CERTIFIED PUBLIC ACCOUNTANTS
CONSULTANTS AND TAX ADVISORS

May 7, 2026

Town of Leland
102 Town Hall Drive
Leland, NC 28451

To Management and Those Charged With Governance:

We are pleased to confirm our understanding of the services we are to provide the Town of Leland for the year ended June 30, 2026.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Town of Leland as of and for the year ended June 30, 2026. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Town of Leland's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Leland's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis.
2. Schedule of Town's Proportionate Share of Net Pension Liability (Asset) and Schedule of Contributions - LGERS
3. Schedule of Proportionate Share of Net Pension Liability – Firefighters' and Rescue Workers' Pension
4. Schedule of Changes in Total Pension Liability and Schedule of Total Pension Liability as a Percentage of Covered Payroll – Law Enforcement Officers' Special Separation Allowance

We have also been engaged to report on supplementary information other than RSI that accompanies Town of Leland's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements:

1. Schedule of Expenditures of Federal and State Awards.
2. Combining and Individual Fund Financial Statements, Budgetary Schedules, and Other Schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Introductory and Statistical Schedules (prepared for Annual Comprehensive Financial Report presentation)

Our responsibility for other information included in documents containing the entity's audited financial statements and auditors' report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditors' report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually, or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objective also includes reporting on-

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditors' Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit will be conducted in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards,* we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility

as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories (if material), and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures-Internal Controls

We will obtain an understanding of the entity and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Test of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards,* and the Uniform Guidance.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Town of Leland's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards.*

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Town of Leland's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Town of Leland's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and State awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and State awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of the schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statement date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal and State awards; federal or State award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings;

and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review by May 1, 2026.

You are responsible for identifying all federal and State awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and State awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and State awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and State awards. You also agree to make the audited financial statements readily available to intended users of schedules of expenditures of federal and State awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and State awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and State awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and State awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal and State awards, and related notes of Town of Leland in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. We may also assist in preparing year end cash to accrual entries and entries associated with GASB 87 and/or 96 implementation. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards.* We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal and State awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, schedules of expenditures of federal and State awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and State awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an

individual, (Carly Hagg), who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' report or nine months after the end of the audit period.

We will provide copies of our reports to the Board; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Thompson, Price, Scott, Adams & Co., P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request in a timely manner to Oversight Agencies (or its designee), a federal agency provided direct or indirect funding, or the U.S. Government Accounting Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Thompson, Price, Scott, Adams & Co., P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal cognizant agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

Alan Thompson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit by approximately May 1, 2026, and to issue our reports no later than December 31, 2026. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, shall not exceed $23,750. Also, any excessive additional fees incurred in obtaining required audit evidence (i.e. bank confirmations) will be billed directly to the Board. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. However, if we are not able to complete the audit as agreed upon in the Request for Proposal and it is determined to be the fault of the auditor (i.e. not because of delays in obtaining confirmations from the State, required actuary reports, being able to get onsite for testing due to government restrictions on travel, etc) there will be a $100 penalty for every week the audit

is late. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

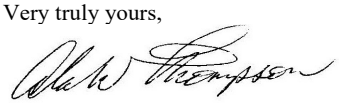
Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Town Council and management of the Town of Leland. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement. If circumstances occur related to the condition of your records, the availability of sufficient appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the Town of Leland and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Alan W. Thompson, CPA
Thompson, Price, Scott, Adams & Co., P.A.

RESPONSE:

This letter correctly sets forth the understanding of the Town of Leland.

Management signature: _____ SIGN HERE

Title: _____

Date: _____

Governance signature: _____ SIGN HERE

Title: _____

Date: _____

CC: Town Council

Budget Amendment BA26-003

Introduced By: Kelli Newton
Date: May 21, 2026

Budget Amendment BA26-003 Appropriating $3,900,000 in Grant Proceeds and $975,000 of Fund Balance to the Basin Street Extension Capital Project

INTENT/PURPOSE:

The purpose of this budget amendment is to amend the Town's budget to recognize revenues and authorize expenditures associated with this award.

Basin Street Extension
The Town of Leland has been awarded $3,900,000 in Community Project Funding through Congressman Rouzer's office for the Basin Street Extension project. The purpose of the project is to support environmental analysis, feasibility and benefit-cost studies, and other pre-construction planning and design activities needed to advance the extension of Basin Street from Old Fayetteville Road to Village Road. Unlike other appropriations the Town has received from this office, there is a match requirement of $975,000 for this project.

BE IT ORDAINED by the Town Council of the Town of Leland, North Carolina that the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2026

SECTION I:
To approve the appropriation of $3,900,000 in grant proceeds and $975,000 in fund balance to the Basin Street Extension Capital Project. The appropriations are to be changed as follows:

GENERAL FUND CPF	**Increase**	**Decrease**
10-390-3560 Appropriated Fund Balance	975,000	
10-986-9832 Transfer to Powell Bill CPF	975,000	
47-399-9900 Transfer from General Fund	975,000	
47-370-3550 Grant Revenue	3,900,000	
47-420-6370 Basin Street Extension	4,875,000	

SECTION II:
Copies of this budget amendment shall be furnished to the Clerk, to the Town Council and to the Budget Officer for their direction.

Adopted by Town Council on this 21st of May, 2026.

Brenda Bozeman, Mayor

Sabrena A. Reinhardt, Town Clerk

MEMO

MEMO-26-0077

Meeting Date: May 21, 2026

Prepared By: Barnes Sutton

MEETING TYPE: Council Regular Meeting

TITLE: Ordinance ORD-26-006 Approving a Development Agreement Between the Town of Leland and Seaward Development Company, LLC

PURPOSE: To hold a public hearing and to adopt Ordinance ORD-26-006 approving the development agreement between the Town of Leland and Seaward Development Company, LLC. ("Agreement').

BACKGROUND: This Development Agreement (the "Agreement") is entered into between the Town of Leland, Seaward Development Company, LLC (the "Developer"), and WGTRACT6, LLC and WGTRACT10B, LLC (collectively the "Landowner"), collectively referred to as the "Parties " or individually as a "Party. Landowner owns two adjoining properties of a combined approximately one hundred fifty and a quarter (150.25) acres located on Andrew Jackson Highway NE in Brunswick County, North Carolina (collectively the "Seaward Pointe Property"). This Seaward Pointe Property is further identified in the Brunswick County Tax Records as Parcel No. 02200024 and Parcel No. 0280000101.

Developer desires to develop the Seaward Pointe Property to approximately nine hundred (900) multi-family units and approximately one hundred eighty thousand (180,000) square feet of commercial and office and institutional space. This total contemplated development of residential units and commercial, office and institutional space is referred to herein as the "Project ".

SUMMARY: Developer proposes to develop a mixture of residential and commercial uses on the Seaward Pointe Property described in Article 1 above. The Project area is as depicted on the proposed initial Zoning Map for the initial conservation, commercial and residential zoning areas for the Property (the "Initial Zoning Map") and attached hereto as Exhibit B. The initial zoning the Town has established for the Property is the Conservation District (CD); Multifamily District (M-F); and Commercial Business District, General Commercial (C-1) zoning categories as generally set forth on the Initial Zoning Map.

Based on the current rates, schedules, and means of revenue collection and distribution available/applicable to the Town and other local and state agencies, which are subject to change during the timeframe associated with this agreement, the development of the Project will also yield the following benefits to the Town.

1. Projected to provide approximately $985,000 in estimated sales tax revenue to the Town during the first year after 100% of the residential units are completed with the current sales tax distribution methodology and local average population per residential unit. Sales tax revenue may vary in subsequent years based on overall change of the local and state economy; and
2. Projected to provide approximately $575,000 per year in ad valorem property

tax revenue to the Town the first year after 100% of the residential units are built out and an additional approximate $125,000 during the first year after 100% of the units and the buildings on the commercial tract are built, based upon tax rates effective on the date of the Agreement and the general description of the proposed commercial buildings. Ad valorem property tax revenue may vary in subsequent years as property valuations and tax rates change.; and

3. An estimated cumulative increase to the Town's sales tax and ad valorem property tax revenues of approximately $1,685,000± upon full build-out anticipated by fiscal year 2036/2037.

An update was made to the draft Agreement to revise and include the following:

1. Under Article 4 in Section 4.2 Duration, the expiration of the Agreement was shortened from 30 years to 25 years.
2. Under Article 8 the following section and subsections were added:
    a. Section 8.7 Indemnity and Hold Harmless
        i. 8.7.1 Obligation to Defend and
        ii. 8.7.2 Limitations

The notice of the public hearing was published twice pursuant to Article 10 of Chapter 160D of the North Carolina General Statutes.

SUPPORTING PLANS: N/A

REQUEST FOR ACTION: Staff recommends Council adopt Ordinance 26-006.

Ordinance ORD-26-006

Introduced By: Barnes Sutton
Date: May 21, 2026

Ordinance ORD-26-006 Approving a Development Agreement with Seaward Development Company, LLC in Accordance with Article 10 of Chapter 160D of the North Carolina General Statutes in Connection with the Development of an Approximately 150.57-Acre Area Identified as Tax Parcels 0280000101 and 02200024.

WHEREAS, this ordinance is adopted for the purpose of approving a Development Agreement (the “Agreement”) between the Town of Leland, NC (the "Town") and Seaward Development Company, LLC. (the "Developer") pursuant to Article 10 of Chapter 160D of the North Carolina General Statutes; and

WHEREAS, the adoption of this ordinance and approval of the Agreement are undertaken primarily for the development of an approximately 150.25-acre tract of land by the Developer and identified in Brunswick County Tax Records as Parcels 0280000101 and 02200024 ("Property"); and

WHEREAS, the Town Council further determines that development of the Property authorized by the Agreement complies with all applicable laws, including all ordinances, resolutions, regulations, permits, policies, and laws affecting the development of property, including laws governing permitted uses of the property, density, intensity, design, and improvements.

WHEREAS, the Town’s legislative hearing on the Agreement has been properly advertised and noticed to the public for public consideration and a copy of the Agreement made available for public review, as required by Article 10 of Chapter 160D of the North Carolina General Statutes; and

WHEREAS, the Town Council held a legislative hearing as noticed for public consideration of the Agreement as required by Article 10 of Chapter 160D of the North Carolina General Statutes; and

WHEREAS, after the legislative hearing the Town Council finds that development of the Property authorized by the Agreement complies with all applicable laws, including all ordinances, resolutions, regulations, permits, policies, and laws affecting the development of property, including laws governing permitted uses of the property, density, intensity, design, and improvements; and

WHEREAS, the Town Council hereby finds that approval of the Agreement is consistent with the requirements of Article 10 of Chapter 160D of the North Carolina General Statutes.

WHEREAS, the proposed Agreement has been made available for public review and properly noticed for a public hearing, as required by Article 10 of Chapter 160D of the North Carolina General Statutes; and

Therefore, Be It Resolved Ordained, based on the foregoing findings, and the authority granted to the Town by Article 10 of Chapter 160D of the North Carolina General Statutes, it is hereby ordained as follows**:**

1. The recitals set forth hereinabove are incorporated as part of this Ordinance.
2. The Agreement attached to this ordinance is hereby approved, subject to review and clarification of non-substantive terms and conditions by the Town Attorney and Town Manager.
3. The Mayor and other appropriate officials of the Town are hereby authorized to execute the Agreement on behalf of the Town.
4. If this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this ordinance which can be given separate effect and to that end the provisions of this ordinance are declared to be severable.
5. Any other ordinance or any part of any other ordinance in conflict with this ordinance, to the extent of such conflict, is hereby repealed.
6. This ordinance is adopted in the interest of public health, safety and general welfare of the inhabitants of the Town of Leland, North Carolina, and shall be in full force and effect from and after its adoption.

Adopted by Town Council on this 21 day of May, 2026.

Brenda Bozeman, Mayor

Sabrena A. Reinhardt, Town Clerk

Approved as to Form:

Stephen D. Coggins, Town Attorney

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into between the Town of Leland, North Carolina, a North Carolina municipal corporation located in Brunswick County, NC (the "Town "), Seaward Development Company, LLC, a North Carolina limited liability company (the "Developer"), and WGTRACT6, LLC, a North Carolina limited liability company and WGTRACT10B, LLC, a North Carolina limited liability company (collectively the "Landowner"), collectively referred to as the "Parties " or individually as a "Party." The effective date of this Agreement is the last date of execution of this Agreement by either of the Parties hereto (the "Effective Date").

ARTICLE 1.
BACKGROUND AND PURPOSE

1.1 The Town of Leland is presently experiencing unprecedented growth. The 2022 U.S. Census Bureau numbers show a continued pattern of significant growth for the Town of Leland. The total estimated population count of 33,065 as of July 1, 2025 marks a 144.4% increase from 13,527 in 2010. Leland is the largest municipality in Brunswick County, which the Census indicates is one of the fastest growing counties in the state. A 42.3% increase since 2010 puts Brunswick County's population at 152,908 as of 2022. This growth necessitates the need for additional housing, additional public services, additional businesses, additional jobs, and additional public infrastructure within the Town.

1.2 Development projects often occur in multiple phases over several years requiring a long-term commitment of both public and private resources. Such developments often create community impacts and opportunities that are difficult to accommodate within traditional zoning processes. Such projects involve substantial commitments of private capital, which developers are usually unwilling to risk without sufficient assurances that development standards will remain stable through the extended period of development. Article 10 of Chapter 160D of the North Carolina General Statutes grants cities and towns the authority to enter into development agreements for economic development purposes ("Development Agreements") to better structure and manage development approvals for such developments.

1.3 Landowner owns two adjoining properties of a combined approximately one hundred fifty and a quarter (150.25) acres located on Andrew Jackson Highway NE in Brunswick County, North Carolina (collectively the "Seaward Pointe Property"). Seaward Pointe Property is described on Exhibit A attached hereto and incorporated herein. This Seaward Pointe Property is further identified in the Brunswick County Tax Records as Parcel No. 02200024 and Parcel No. 0280000101. Landowner, by entering into this Agreement, hereby agrees to be bound by all of its terms and provisions.

1.4 Developer desires to develop the Seaward Pointe Property to approximately nine hundred (900) multi-family units and approximately one hundred eighty thousand (180,000) square feet of commercial and office and institutional space. This total contemplated development of residential units and commercial, office and institutional space is referred to herein as the "Project " and is generally reflected on the Initial Zoning Map attached hereto as Exhibit B and incorporated herein.

1.5 The Town will benefit from the development of the Project in the following ways:

a. An increase in employment opportunities for Town residents and citizens.

b. An increase in business prospects for the Town.

c. An increase in the Town's tax base.

d. An increase in available housing for the Town's growing population.

e. An increase in open space within the Town and for use by Town residents of the Project.

f. Advancement of the Town's adopted goal to support commercial growth and development pursuant to the 2023-2027 Economic Development Strategic Plan, including the potential to "attract, start-up, and retain businesses that will provide local jobs."

1.6 Based on the current rates, schedules, and means of revenue collection and distribution available/applicable to the Town and other local and state agencies, which are subject to change during the timeframe associated with this Agreement, the development of the Project will also yield the following benefits to the Town:

a. Projected to provide approximately $985,000 in estimated sales tax revenue to the Town during the first year after 100% of the residential units are completed with the current sales tax distribution methodology and local average population per residential

unit. Sales tax revenue may vary in subsequent years based on overall changes of the local and state economy; and

b. Projected to provide approximately $575,000 per year in ad valorem property tax revenue to the Town the first year after 100% of the residential units are built out and an additional approximate $125,000 during the first year after 100% of the units and the buildings on the commercial tract are built, based upon tax rates effective on the date of the Agreement and the general description of the proposed commercial buildings. Ad valorem property tax revenue may vary in subsequent years as property valuations and tax rates change; and

c. An estimated cumulative increase to the Town's sales tax and ad valorem property tax revenues of approximately $1,685,000± upon full build-out anticipated by fiscal year 2036/2037.

1.7 Developer is willing to risk the financial requirements of development in order to create the development at this location. The Town Council, having carefully considered the above-described benefits of the Project, desires to enter into an agreement with Developer.

1.8 The Parties consider this Agreement, as authorized under Article 10 of Chapter 160D of the North Carolina General Statutes, to be the best method for establishing the mutual obligations and covenants between them and intend, by virtue of entering into this Agreement, to comply with all the provisions of Article 10 of Chapter 160D of the North Carolina General Statutes.

ARTICLE 2.
DEFINITIONS

2.1 General. Terms not defined below or elsewhere in this Agreement shall have the same meaning as found in standard dictionary definitions, informed by, and appropriate to the context of this Agreement.

2.2 "Agreement". This Development Agreement, its attachments, and exhibits, including any future modifications or major or minor amendments.

2.3 "Landowner". WGTRACT6, LLC & WGTRACT10B, LLC together with their successors and assigns, as well as their respective officers, directors, employees, and agents, as contextually appropriate.

2.4 "Developer". Seaward Development Company, LLC, together with its successors and assigns, as well as its respective officers, directors, employees, and agents, as contextually appropriate.

2.5 "H2GO". Brunswick Regional Water & Sewer H2GO, a body politic and corporate organization existing pursuant to NCGS Chapter 130A, Article II, Part 2, together with its successors and assigns, as well as its elected officials, employees, agents, and independent contractors, as contextually appropriate.

2.6 "Ordinance". The Ordinance means the Town of Leland Code of Ordinances. References herein to Ordinance requirements are those requirements that exist on the date of the Agreement, provided however, that fees ("Fees ") shall be subject to increases and/or decreases that may occur from time-to-time in accordance with the Town's fee schedules.

2.7 "Project". The development as described in this Agreement.

2.8 "Town". The Town of Leland, NC, together with its successors and assigns, as well as its elected officials, employees, agents, and independent contractors, as contextually appropriate.

ARTICLE 3.
THE PROJECT

3.1 General Description. Developer proposes to develop a mixture of residential and commercial uses on the Seaward Pointe Property described in Article 1 above. The Project area is as depicted on the proposed initial Zoning Map for the initial conservation, commercial and residential zoning areas for the Property (the "Initial Zoning Map") and attached hereto as Exhibit B. The initial zoning the Town has established for the Property is the Conservation District (CD); Multifamily District (M-F); and Commercial Business District, General Commercial (C-1) zoning categories, as generally set forth on the Initial Zoning Map. Said initial zoning as adopted by the Town Council of the Town of Leland shall be the subject of Landowner's vested rights as described in Section 3.2 below for the Project and may be supplemented with one or more site development plan(s) or plats to be submitted by Developer or Landowner, or their assigns, and subject to the Town's approval as described herein as the Project moves forward.

3.2 Vested Rights. Pursuant to N.C.G.S. § 160D-108, the Town acknowledges Landowner's vested rights in the Property and the Initial Zoning Map and in the initial zoning as adopted by the Town Council of the Town of Leland contemplated hereunder after the approval of said Initial Zoning Map and assignment of said Town Council adopted initial zoning, and for the duration of this Agreement.

3.3 Obligation and Precondition. This Agreement does not obligate Developer to construct the Project, but Developer's pursuit of construction of the Project is a precondition of the Town's performance of the obligations set forth in Sections 6.1.1 below.

ARTICLE 4.
ADOPTION AND DURATION

4.1 Public Hearing. The Town conducted a public hearing pursuant to Article 10 of Chapter 160D of the North Carolina General Statutes on _____ __, 2026, to consider the approval and execution of this Agreement. Pursuant to Article 10 of Chapter 160D of the North Carolina General Statutes, the required notices of the public hearing were published in accordance with said statutes, that last of which was published at least ten (10) days before the hearing was held. The Town Council approved this Agreement at the end of the public hearing.

4.2 Duration. The term of this Agreement shall commence on the Effective Date. This Agreement shall expire upon the earlier of (a) the initial Completion of the Development (as defined below) or (b) ~~thirty~~twenty-five (~~30~~25) years from the Effective Date, unless sooner terminated in accordance with the terms hereof.

As used in this Agreement, "Completion of the Development" shall mean the first to occur of (i) the issuance of a final certificate of occupancy for the last residential unit or commercial building permitted to be constructed under this Agreement, on a tract by tract basis (ii) the expiration or lapse of all active building permits for the Property, with no renewal or extension thereof pending, for a continuous period of not less than thirty-six (36) consecutive months, or (iii) Developer's delivery of written notice to the other parties hereto stating that, in Developer's reasonable determination, Developer has completed all phases of the Project that it intends to construct. For clarity, nothing in this Agreement shall require Developer to construct the maximum number of residential units or the maximum commercial square footage described herein as a precondition to achieving Completion of the Development. Approval of plans and permits for a total tract of land within the Project, together with issuance of the final certificate of occupancy for the last structure on a given tract in the Development, shall constitute satisfaction of subsection (i) above.

ARTICLE 5.
LAND OWNER AND DEVELOPER'S ACKNOWLEDGEMENTS AND OBLIGATIONS

5.1 General. Landowner has petitioned the Town for the voluntary annexation of the entirety of the property within the Project into the Town. The Town has annexed the Property and established initial zoning. The terms of this Agreement shall apply as provided herein to the annexed property. Obligations of the Developer not addressed or altered in this Agreement shall be those obligations required of the Developer pursuant to the Town's Code of Ordinances, the

N.C. State Building Code, the NCDOT Highway Manual, the Town's fee schedule, and other local and state, and federal codes and Ordinances relevant to the context and the Project.

5.2 Project. The Project to be constructed by Developer shall consist of the uses allowed under the CD, M-F, and C-1 zoning districts in such locations as shown on the Initial Zoning Map attached hereto at Exhibit B. In the event that any portion of the Project is zoned C-3 during the term of this Agreement, the permitted uses for said portions of the Project shall be limited as described in Section 6.2.3.1 of this Agreement.

5.3 Design and Engineering. Except where contemplated otherwise in this Agreement, Developer shall, at its own expense, design and engineer all aspects of the construction of the Project as well as any improvements to be constructed as described herein.

5.4 Commencement and Cost of Construction. Developer, subject to force majeure and delays in any obligations of Town hereunder, shall have substantially completed the Project within thirty (30) years of the adoption of this Agreement. Developer shall bear 100% of all construction costs of the Project, except where contemplated otherwise herein.

5.5 Future Changes and Modifications. It is understood and agreed that a development of this type shall be developed over a period of years and in market conditions that cannot accurately be predicted or anticipated. In keeping with the underlying statutory goals that development agreements are allowed by law to provide flexibility for large-scale, multi-phased projects, and provided that the overall densities do not increase, it shall not be considered a breach of the terms of this Agreement if the Developer seeks future changes to the Initial Zoning Map or does not develop the total number of units described herein.

5.6 Infrastructure Improvements

5.6.1 Except where it is the responsibility of the Town pursuant to this Agreement, Developer shall complete certain public infrastructure improvements ("Infrastructure Improvements") that are required for the Project. All Infrastructure Improvements within the public right-of-way shall be designed and constructed in accordance with applicable standards, subject to the provisions of this Agreement. Completion of the Infrastructure Improvements shall be defined as construction, installation, dedication, inspection, and acceptance by the Town of Leland, the Infrastructure Improvements in all material respects, more specifically the public roads, sidewalks, and storm drainage system in the public right of way (other than any changes thereto agreed upon by the Parties by way of a written amendment to this Agreement).

5.6.2 Developer shall dedicate to the Town and H2GO, as joint owners, any water and sanitary sewer infrastructure improvements within the development that are installed by Developer

as such improvements are inspected and approved by H2GO for acceptance. Any such dedication shall be in accordance with H2GO standards and regulations.

ARTICLE 6.
TOWN'S OBLIGATIONS

6.1 Pursuant to N.C. Gen. Stat. § 160A-312, the Town has no obligation to provide public enterprise services to properties located outside of the Town's corporate limits. Per the terms of the 2021 Interlocal Agreement For The Operation And Joint Ownership Of Water Distribution And Wastewater Collections Systems entered into by the Town and H2GO on March 19, 2021 (hereinafter referred to as the "2021 ILA "), the Town does not offer or provide water and sanitary sewer services to properties located outside of the Town's corporate limits. However, subject to the preceding annexation of the properties within the Project and through this Agreement if the Town Council votes to annex the property within the Project, the Town will offer water and/or sanitary sewer service to the Project and H2GO will provide water and sanitary sewer service (subject to H2GO's standard terms and conditions) to the properties to which the Town offers services pursuant to the 2021 ILA.

6.1.1 The Town's obligations under this Section 6.1, shall be deemed an immediate access to public water and sanitary sewer as outlined in the Agreement, sufficient to satisfy any and all requirements and/or conditions precedent to any application, issuance, or grant of any necessary building permit or other zoning or construction-related permit or approval, to the extent such requirements/conditions precedent arise from or relate to the availability of water and/or sanitary sewer service to the Project. The Town's obligation to provide and the Project's access to water and/or sanitary sewer is irrevocable, except in the event that the property is de-annexed from the Town's corporate limits.

6.2 Development; Town Cooperation; Laws in Effect.

6.2.1 Town will reasonably provide such cooperation and assistance as Developer may reasonably request from time to time and within the normal timing and scope of Town operations for matters the Town normally provides to development projects with respect to obtaining any local, state, and federal required permits as are required for the Project.

6.2.2 Unless otherwise specifically and otherwise noted herein, the laws, resolutions, comprehensive plans, regulations, technical standards, policies, rules, review and approval procedures, and Ordinances of the Town, applicable to the Project, are those in force as of the Effective Date. Accordingly, Landowner and Landowner's successors in interest shall, for the duration of this Agreement, have a right to develop the Project in accordance with the terms of this Agreement, the terms of the Ordinance, and any applicable laws, resolutions, regulations, technical

standards, policies, rules, and ordinances as they exist on the Effective Date, during the entire term of this Agreement, including, but not necessarily limited to, the Initial Zoning Map. Except as specifically referenced herein or otherwise required by law, the Town may not apply subsequently adopted Ordinances or development policies to the development of the Project during the term of this Agreement without the written consent of Landowner and/or Landowner's successors in interest. Approved modifications to this Agreement or the Initial Zoning Map shall have no effect on Landowner's rights established herein, except to the limited extent that the requested modification(s) incorporates laws or regulations adopted subsequent to the date of the Effective Date. If Landowner adopts or incorporates later-enacted laws, regulations, or technical standards that do not require modifications to this Agreement, then Landowner shall become vested as to those laws, regulations, or technical standards as though they existed as of the Effective Date. Additionally, no future Town-initiated developer moratoria shall apply to the development of the Project without the written consent of Landowner or Landowner's successors in interest for the term of this Agreement. Notwithstanding anything to the contrary in this Agreement, Landowner may elect, in Landowner's sole discretion, to have later enacted ordinances, laws, regulations, or technical standards apply to the Project upon written notice to the Town of the same (and such election shall not be deemed a major modification to this Agreement); provided that any election of later enacted ordinances, laws, regulations or technical standards must include all directly related revised provisions consistent with the spirit and intent of the revisions to those provisions. For example, election of a revised dimensional standard shall require inclusion of election of the other related dimensional standards (e.g. maximum height and corresponding required setback).

6.2.3 Without limiting the foregoing sections 6.2.1 and 6.2.2 of this Agreement, the following shall apply to the development of the Property:

6.2.3.1 Construction Specifications. The following design and construction specifications and requirements shall apply:

A. The Parties acknowledge and agree that any residential multifamily, townhome, and duplex homes are residential structures regardless of whether the same are owned or leased by the occupants thereof.

B. The Parties agree that the entire M-F portion of the Project shall be treated as a single project for purposes of calculating and allocating density and open space requirements. The total number of M-F dwelling units permitted shall be those allowed based on the overall acreage of the M-F portion of the Project under the M-F zoning district. Developer shall have the right, in its sole discretion, to distribute such units among the various M-F building sites within the Project without regard to the per-acre density limitations applicable to any individual site, provided that all improvements

comply with all other Ordinances provisions not otherwise amended by this Agreement.

C. Required open space for the M-F portion of the Project may be satisfied through one or more areas of open space within the M-F zoned areas that are not necessarily contiguous with or directly serving any particular M-F building site. Notwithstanding the foregoing, the Project must provide pedestrian access to the areas of active open space required of the Project, including crossings of roadways as necessary.

D. The Parties agree that, notwithstanding the full range of uses otherwise permitted in the C-3 zoning district, the only uses allowed within any portion of the Property that is now, or may in the future become, zoned C-3 shall be self-storage facility and restaurant uses.

E. Notwithstanding Section 66-163, Note 3 of the Ordinance, buildings within the Seaward Project shall not be required to increase yard setbacks when exceeding forty (40) feet in height. The standard setbacks established for the underlying district shall apply regardless of building height, and no additional setback adjustments shall be imposed solely due to height in excess of forty (40) feet.

F. Notwithstanding Section 3 and Section 7 of the Town of Leland Standard Specifications, storm drainage structures may be constructed using masonry in place of precast or cast-in-place concrete structures.

G. Notwithstanding Section 3 and Section 7 of the Town of Leland Standard Specifications, aluminum pipe or high-performance high-density polyethylene (HP HDPE) may be used for storm drainage systems with pipe diameters forty-two (42) inches or greater, if the depth of coverage is adequate per the manufacturer's specifications and installation guidelines and if installed in private drainage easements and/or private property. These alternatives are not allowed in public rights of way.

H. Notwithstanding Section 4 of the Town of Leland Standard Specifications, including Section 4.15, alternate slope and outfall stabilization methods may be used, including in-place liner stabilization, reinforced turf matting, rip-rap with filter fabric, or any equivalent method only if installed in private drainage easements and/or on private property. These alternatives are not allowed in public right of ways.

I. Notwithstanding any provision of the Ordinance or the Town of Leland Standard Specifications to the contrary, headwalls may be constructed using segmented block if properly engineered and permitted.

6.2.3.2 Procedural Processes. The following procedural processes shall apply:

A. Developer may commence site work (grading/clearing) once an erosion control permit is issued and prior to Preliminary Plat approval, notwithstanding Sec. 50-22(b) of the Ordinance. However, no stormwater infrastructure, impervious surfaces, or other permanent facilities can be constructed or installed until the Stormwater permit is issued, it being understood and agreed that site work, including excavation of material from areas that will ultimately serve as stormwater management ponds shall not constitute construction or installation of stormwater infrastructure and may be completed prior to issuance of the Stormwater permit. Developer acknowledges that testing of pre-construction site conditions, including seasonal high water table, may be necessary for stormwater permit regulation requirements and must occur and be documented prior to commencement of site work to be valid.

B. After obtaining all required approvals, including but not limited to Technical Review Committee review, development site plan approval, stormwater permit approval, preliminary and final plat approvals, recordation of final plat and issuance of addresses, Developer may obtain building permits for vertical construction (in addition to selling lots) after issuance of appropriate financial guarantees and approval of Performance Guarantee Agreements for infrastructure required to be installed by Developer. Said Performance Guarantee Agreements shall satisfy the requirements of law, including, but not limited to N.C.G.S. §§ 160D-804.1 & 1006(f) and applicable Town ordinances. Prior to issuance of building permit, the Developer must satisfy H2GO's System Development Fee requirements. Developer shall not be responsible for performance of, or securing performance of, infrastructure improvements that are the responsibility of H2GO or Town.

C. Developer may rely on whichever communications utilities providers it sees fit.

6.2.3.3 In addition to the rights established through this Agreement described above, the following shall apply with regard to the Developer's rights:

A. Multifamily and townhouse housing product are permitted uses under the M-F, Multifamily Zoning District initial zoning applied to the Property.

B. Notwithstanding the proposed split zoning and multiple parcels associated with the Seaward Pointe Property, the multifamily portions of the Project shall be considered one development for purposes of site development requirements (including, without limitation, provision of open

space). Regardless of the location of any multifamily areas, the total acreage of all multifamily areas shall be considered when calculating the allowable density for the multifamily portion of the Project. For example, certain areas of the multifamily portion of the Project may have a higher density than typically permitted by the Ordinance (as may be altered by this Agreement) so long as the total density for the entire multifamily portion of the Project is consistent with the Ordinance (as may be altered by this Agreement).

The Developer shall submit to the Technical Review Committee for review and approval site plans for portions of the multifamily-zoned areas (the "Multifamily Site Plan"); provided, however, that the Developer shall not be required to submit the initial Multifamily Site Plan until such time as the Developer, in its sole discretion, is prepared to commence development of the first multifamily development area. The initial Multifamily Site Plan shall depict: (a) the area or areas proposed to be developed as part of the initial multifamily development area, in sufficient detail for site plan review under the Ordinance; (b) the boundaries of the total multifamily-zoned area, including all areas contemplated for future multifamily development; (c) the proposed density allocation for the areas then under review for development; and (d) the remaining density available for areas of the multifamily-zoned area not then under review for development. Areas of the multifamily-zoned area that are not then under review for development shall be depicted on the Multifamily Site Plan in general terms only, showing approximate boundaries and remaining density allocation, and the Developer shall not be required to submit site plan-level detail, engineering, or design for such areas until they are proposed for development and incorporated into an updated Multifamily Site Plan.

As additional areas within the multifamily-zoned area are proposed for development or subdivision, the Developer shall submit an updated Multifamily Site Plan to the Technical Review Committee that incorporates the newly proposed area or areas, together with any corresponding revisions to density allocation, open space, and other site development requirements for the overall multifamily portion of the Project. Such updates to the Multifamily Site Plan shall be reviewed and approved administratively through the Technical Review Committee process without the need for additional legislative approval. The Developer may further seek approval to modify the Multifamily Site Plan through the Technical Review Committee process at any time during the term of this Agreement. The Developer is

required to pay all applicable fees associated with each site plan submission or modification.

C. The Town through this Agreement and the initial zoning of the property shall allow the Developer the flexibility to provide up to the maximum multifamily density, townhome units, and commercial, office, and institutional square footage as allowed under the applicable zoning designations, provided dimensional standards including but not limited to building setback and minimum lot sizes are met.

6.2.4 Town shall be responsible for all necessary agreements with other municipalities and all obligations under said agreements, and any other procedural steps as may otherwise be required of the Town by law, to authorize annexation of this land into Town.

ARTICLE 7.
PERIODIC REVIEW AND DEFAULT

7.1 Periodic Review. The Town Manager, or his/her designee, is authorized to conduct a periodic review of the status of the Project at approximately twelve (12) month intervals from the date this Agreement is approved by the Town Council (the "Periodic Review"). Upon such review(s), Developer shall demonstrate good faith compliance with the terms of this Agreement. Periodic Reviews will be conducted at a time determined by the Town Manager, or his/her designee. After conducting the Periodic Review, the Town Manager, or his/her designee, shall prepare an Annual Report to the Town Council detailing the findings of the Periodic Review. A copy of the Annual Report shall be provided to Developer, upon the Developer's request. Notwithstanding the statutory requirement of annual compliance reviews, Developer shall provide evidence of compliance with this Agreement upon any reasonable request by the Town at any time.

7.2 Material Breach. If, as a result of the Periodic Review, the Town discovers that Developer has committed a Material Breach of the terms or conditions of the Agreement, the Town shall notify Developer in writing and provide Developer a reasonable time in which to cure the breach.

7.3 Failure to Cure. If Developer fails to cure the Material Breach within the time given under 7.2 above, then the Town may unilaterally terminate the Agreement after providing notice as provided in the Ordinance and provided that the notice of termination or modification or finding of breach may be appealed to the Town's Board of Adjustment. The rights of the Town to terminate or modify this Agreement, as provided in this paragraph, shall be suspended during the time Developer is either (a) appealing the finding of breach to the Board of Adjustment or, subsequently, to the applicable court, or (b) is making good faith and reasonable attempts to cure the alleged default. The Town may, however, exercise its police powers to promote and protect

the health, safety, and welfare of the public during any such suspension of the Town's right to terminate or modify this Agreement.

7.4 Default. Only the failure of a Party to comply with the Material Terms of this Agreement shall constitute default.

7.5 Remedies. Remedies for default shall be those remedies allowed or provided for pursuant to Article 10 of Chapter 160D of the North Carolina General Statutes. Any recapture provided by N.C.G.S. § 158-7.1(h) cannot be triggered by this Agreement because Developer does not receive any Incentive Payments. Accordingly, there cannot be funds to recapture upon a Material Breach of this Agreement.

7.6 Cure. Performance by any Party within a reasonable time shall constitute cure of default. In no event shall a reasonable time be a period less than thirty (30) days.

7.7 Zoning and Other Requirements. Developer's failure to comply with any provision of the Town's Ordinance, subject to the terms herein, shall not be treated as a default of this Agreement, but as a violation of an Ordinance requirement.

ARTICLE 8.
MISCELLANEOUS

8.1 Entire Agreement. This Agreement sets forth and incorporates by reference all of the agreements, conditions, and understandings between the Parties as to the matters reasonably considered or purported to be within the purview of this Agreement, and there are no promises, agreements, conditions, or understandings, oral or written, express or implied, pertaining to the matters addressed in this Agreement other than as set forth in this Agreement. Notwithstanding the foregoing, any subsequent agreements entered into between the Parties that are necessary to implement the terms of this Agreement shall not be superseded by this Agreement. Where any terms of this Agreement conflict or are inconsistent with the Ordinance, this Agreement shall control.

8.2 Construction. The Parties and their respective legal counsel have reviewed this Agreement. If terms or provisions are later disputed or determined to be ambiguous, the Parties shall look first to a construction which is harmonious with the whole document and secondly to the intent of the Parties to create a high-quality mixed-use development in order to determine the appropriate interpretation. Canons of construction related to the free use of property shall not apply to the interpretation of this Agreement.

8.3 Succession and Assignment. Developer may assign its rights and responsibilities of all, or any portion of, the parcels that comprise the Project to subsequent landowners. No assignment of

a portion of a tract, or a portion of the Project, shall relieve Developer of its responsibilities with respect to the remaining portion of the parcel or Project. Whether or not an assignment occurs, all subsequent owners of any portion of the Project and any successor government shall be subject to the terms and provisions of this Agreement.

8.4 Governing Law and Venue. This Agreement shall be governed by the laws of the State of North Carolina. The Parties hereto agree that the Superior Court of Brunswick County shall be the exclusive venue to adjudicate any claims arising out of or related to this Agreement.

8.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

8.6 Agreement to Cooperate. In the event of legal action instituted by a third party challenging the validity of any provision of this Agreement, the Parties agree to cooperate in defending against such action; provided, however, each Party retains the right to pursue its own independent legal defense.

8.7 Indemnity and Hold Harmless. The Developer and Landowner agree to indemnify, defend, and hold harmless the Town, its elected officials, officers, employees, and agents (collectively, the "Town Indemnitees") from and against third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) that arise directly out of any valid, timely legal challenge brought by a third party with standing to assert such claim, seeking to invalidate or set aside the validity or legality of this Agreement or the Town's approval thereof; provided that such obligation shall apply only to claims that (i) arise out of the acts or omissions of the Developer or Landowner in connection with this Agreement; (ii) are filed in the appropriate venue within the applicable time allowed or applicable statute of limitations; and (iii) relate to the approval, execution, or performance of this Agreement (any such claims referred to herein as the "Indemnified Claims").

8.7.1 Obligation to Defend. Legal counsel retained by the Developer and Landowner to represent the Town in connection with any Indemnified Claim must be reasonably acceptable to the Town Attorney. The Town may participate in the defense of the Indemnified Claims with its own counsel at its own expense. The Parties will cooperate in defending against any such action in accordance with Section 8.6.

8.7.2 Limitations. The indemnity and obligation to defend described in this Section 8.7 shall not apply to (a) claims resulting from the negligence, willful misconduct, or bad faith of any Town Indemnitees; (b) claims brought by persons lacking standing; (c) claims unrelated to this Agreement; or (d) claims arising from the Town's failure to perform its obligations under this Agreement. In no event shall Developer or Landowner be obligated

to indemnify the Town Indemnitees for liability attributable to the fault of the Town Indemnitees.

~~8.7~~8.8 Agreements to Run with the Land. This Agreement shall be recorded in the office of the Register of Deeds of Brunswick County. The provisions in this Agreement shall run with the land and be binding upon and an obligation of, and the benefits of this Agreement shall inure to all successors in the ownership of the Project or any portion thereof.

~~8.8~~8.9 Severability. If any term or provision in this Agreement shall be judicially determined to be void or of no effect, such determination shall not affect the validity of the remaining terms and provisions.

~~8.9~~8.10 Authority. Each Party represents that it has undertaken all actions necessary for corporate or public approval of this Agreement, and that the persons signing this Agreement have the authority to bind Developer or the Town.

~~8.10~~8.11 Modification. The terms of this Agreement may be modified only by the mutual written consent of the Town and Developer, or their successors in interest. A Major Modification of any term of this Agreement shall follow the same procedures as required for the initial approval of this Agreement, which procedures shall include a public hearing as provided in N.C.G.S. §§ 160D-1005, & 602. A Minor Modification to this Agreement shall be recorded in the records of the Town and Developer but shall not require a public hearing unless required by state law. Pursuant to Article 10 of Chapter 160D of the North Carolina General Statutes, the Town may, after notice and public hearing, adopt an ordinance amending this Agreement if newly adopted state or federal laws prevent or preclude compliance with this Agreement. The Town agrees that in such future circumstances that it shall, as permitted by law, take all appropriate measures to adopt modifications and amendments to this Agreement that are as close as possible to this original Agreement without violating newly enacted state or federal laws.

~~8.11~~8.12 Termination. This Agreement may be terminated by mutual written consent of the Parties to the Agreement or by their successors in interest.

~~8.12~~8.13 Notices. Any notice, demand, or communication which is required, or may be given to another Party in writing, shall be delivered or addressed to the other at the address below or to such other address as may be provided from time to time. The Parties shall make reasonable inquiry to determine whether the names of the persons listed in this Agreement should be substituted with the name of the listed person's successor. All notices, demands, or communications shall be addressed as follows:

To the Town: Mr. David Hollis, Town Manager

102 Town Hall Drive
Leland, NC 28451
dhollis@townofleland.com
Telephone: 910-371-1249

With copies to: Mr. Barnes Sutton
Economic and Community Development Director
102 Town Hall Drive
Leland, NC 28451
bsutton@townofleland.com
Telephone: 910-756-5096

Joshua Hall
Staff Attorney
102 Town Hall Drive
Leland, NC 28451
jehall@townofleland.com
Telephone: 910-332-4816

To Developer: Nathan Sanders
Member Manager
WGTRACT6, LLC & WGTRACT10B, LLC
PO Box 3167
Wilmington, NC 28406

With copy to: Ward and Smith. P.A.
Attn: Sam Franck
127 Racine Drive
Suite 101
Wilmington, NC 28403
SBF@wardandsmith.com
Telephone: 910-794-4835

~~8.13~~8.14 Relationship. The relationship between the Parties shall be limited to the obligations in this Agreement. No Party is the agent of the other nor is there a joint venture or partnership created by this Agreement for the development of the Project.

~~8.14~~8.15 No Obligation to Future Developments. The Town's approval of this Agreement does not establish a Town policy or precedent for future developments within or outside of the Town's jurisdictional and corporate boundaries.

~~8.15~~8.16 E-Verify Certification. Developer attests that it complies with and shall continue to comply with, for the duration of this Agreement, Article 2 of Chapter 64 of the North Carolina General Statutes (commonly referred to as "E-Verify"), and further agrees that it will include a contract obligation that any subcontractors hired by Developer shall also comply with this Article.

~~8.16~~8.17 Approval and Recordation. This Agreement shall be executed by both the Parties and recorded by the Town within fourteen (14) days of the Effective Date. Failure to record within fourteen (14) days shall not be deemed a Material Breach of this Agreement.

[SIGNATURES ON NEXT PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date opposite their signatures as set forth below.

APPROVED AS TO FORM:

_____
Stephen Coggins, Town Attorney

_____ **TOWN OF LELAND, NC**
(Date)

By: _____
Brenda Bozeman, Mayor

ATTEST:

_____
Town Clerk

(SEAL)

NORTH CAROLINA
_____ COUNTY

I, the undersigned Notary Public of the County of _____ and State aforesaid, certify that SABRENA REINHARDT personally came before me this day and acknowledged that she is Town Clerk of the TOWN OF LELAND, NC, and that by authority duly given and as an act of the municipal corporation, the foregoing instrument was signed in its name by BRENDA BOZEMAN, its Mayor, sealed with its corporate seal, and attested by herself as its Town Clerk.

WITNESS my hand and notarial seal this _____ day of _____, 2026.

_____
My Commission Expires: Notary Public

_____ _____
(AFFIX STAMP OR SEAL) Notary's Printed or Typed Name

_____ **SEAWARD DEVELOPMENT COMPANY, LLC**
(Date)

By: _____
Signature

_____
Printed Name & Title

STATE OF _____

_____ COUNTY

I, the undersigned Notary Public of the County of _____ and State aforesaid, certify that _____, personally came before me this day and acknowledged that (s)he is the _____ of SEAWARD DEVELOPMENT COMPANY, LLC, a _____ limited liability company, and that by authority duly given and as the act of such entity, (s)he signed the foregoing instrument in its name on its behalf as its act and deed.

WITNESS my hand and Notarial stamp or seal this _____ day of _____, 2026.

_____
My Commission Expires: Notary Public

_____ _____
(AFFIX STAMP OR SEAL) Notary's Printed or Typed Name

_____ **WGTRACT6, LLC & WGTRACT10B, LLC**

(Date)

By: _____
Signature

_____
Printed Name & Title

STATE OF _____

_____ COUNTY

I, the undersigned Notary Public of the County of _____ and State aforesaid, certify that _____, personally came before me this day and acknowledged that (s)he is the _____ of WGTRACT6, LLC & WGTRACT10B, LLC, a _____ limited liability company, and that by authority duly given and as the act of such entity, (s)he signed the foregoing instrument in its name on its behalf as its act and deed.

WITNESS my hand and Notarial stamp or seal this _____ day of _____, 2026.

_____
My Commission Expires: Notary Public

_____ _____
(AFFIX STAMP OR SEAL) Notary's Printed or Typed Name

Exhibit A

Seaward Pointe Property

All that certain piece or parcel of land located in Brunswick County, North Carolina, located along the northerly line of Highway 74-76, west of Compass Pointe East Wynd NE and being more particularly described as follows:

Beginning at the intersection of the northerly line of Highway 74/76 and the westerly line of Compass Pointe East Wynd NE; running thence along the line of Highway 74/76

N 63°26'28" W a distance of 3045.94' to a point;

Thence continuing along Highway 74/76 N 63°26'29" W a distance of 897.69' to point on the easterly line of land of Kenneth H. Lee and Patricia Lee;

Thence along said land N 57°33'13" E a distance of 1492.39' to a point and land of CP Brunswick LLC;

Thence S 63°21'00" E a distance of 390.79' to a point the northwest corner of land of Michael F. Burbidge; thence along said land the following three (3) courses and distances:

1. S 26°38'50" W a distance of 625.12’to a point;

2. S 63°22'58" E a distance of 1394.02' to a point;

3. N 26°38'22" E a distance of 624.32' to a point and land of Compass Pointe Master Assn., Inc.;

Thence continuing along said land S 63°21'00" E a distance of 1320.31' to a point on the westerly line of Compass Pointe East Wynd NE;

Thence along said line S 23°24'42" W a distance of 1276.29' to the Point of Beginning, containing 83.33 Acres, more or less.

Along with all that certain piece or parcel of land located in Brunswick County, North Carolina, located along the northerly line of Highway 74-76, east of Compass Pointe East Wynd NE and being more particular described as follows:

Beginning at the intersection of the northerly line of Highway 74/76 and the easterly line of Compass Pointe East Wynd NE; thence along the line of Compass Pointe East Wynd NE

N 23°24'42" E a distance of 1276.12' to a point, the southerly line of CP Brunswick LLC;

Thence along said land and land of Compass Pointe Master Assn., Inc. and Renaissance Lifestyle, LLC., S 63°21'00" E a distance of 2377.20' to a point on the easterly line of Highway I-140;

Thence along Highway I-140 the following nine courses and distances:

1. With a curve (non-tangent) turning to the right with an arc length of 287.80', with a radius of 1400.00', with a chord bearing of S 27°20'07" W, with a chord length of 287.30', to a point;

2. Thence S 37°05'45" W a distance of 289.94' to a point;

3. Thence S 36°46'12" W a distance of 42.35' to a point;

4. Thence S 58°33'51" W a distance of 85.91' to a point;

5. Thence S 30°56'56" E a distance of 34.47' to a point;

6. Thence S 36°46'12" W a distance of 75.81' to a point;

7. Thence with a curve (non-tangent) turning to the left with an arc length of 216.70', with a radius of 1000.00', with a chord bearing of S 26°20'19" W, with a chord length of 216.28', to a point;

8. Thence S 15°57'47" W a distance of 211.02' to a point;

9. Thence S 13°47'25" W a distance of 65.01' to a point and the intersection of the easterly line of Highway I-40 and the northerly line of Highway 74/76;

Thence along said line of Highway 74/76 the following three (3) courses and distances:

1. Thence N 64°15'42" W a distance of 233.13';
2. Thence N 63°27'23" W a distance of 1236.32';
3. Thence N 63°25'02" W a distance of 797.39' to the Point of Beginning, containing 66.92 Acres, more or less.

Exhibit B

Initial Zoning Map

[Attached]

~~ND:4926-3210-3732, v. 16~~ND:4926-3210-3732, v. 17

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into between the Town of Leland, North Carolina, a North Carolina municipal corporation located in Brunswick County, NC (the "Town "), Seaward Development Company, LLC, a North Carolina limited liability company (the "Developer"), and WGTRACT6, LLC, a North Carolina limited liability company and WGTRACT10B, LLC, a North Carolina limited liability company (collectively the "Landowner"), collectively referred to as the "Parties " or individually as a "Party." The effective date of this Agreement is the last date of execution of this Agreement by either of the Parties hereto (the "Effective Date").

ARTICLE 1.
BACKGROUND AND PURPOSE

1.1 The Town of Leland is presently experiencing unprecedented growth. The 2022 U.S. Census Bureau numbers show a continued pattern of significant growth for the Town of Leland. The total estimated population count of 33,065 as of July 1, 2025 marks a 144.4% increase from 13,527 in 2010. Leland is the largest municipality in Brunswick County, which the Census indicates is one of the fastest growing counties in the state. A 42.3% increase since 2010 puts Brunswick County's population at 152,908 as of 2022. This growth necessitates the need for additional housing, additional public services, additional businesses, additional jobs, and additional public infrastructure within the Town.

1.2 Development projects often occur in multiple phases over several years requiring a long-term commitment of both public and private resources. Such developments often create community impacts and opportunities that are difficult to accommodate within traditional zoning processes. Such projects involve substantial commitments of private capital, which developers are usually unwilling to risk without sufficient assurances that development standards will remain stable through the extended period of development. Article 10 of Chapter 160D of the North Carolina General Statutes grants cities and towns the authority to enter into development agreements for economic development purposes ("Development Agreements") to better structure and manage development approvals for such developments.

1.3 Landowner owns two adjoining properties of a combined approximately one hundred fifty and a quarter (150.25) acres located on Andrew Jackson Highway NE in Brunswick County, North Carolina (collectively the "Seaward Pointe Property"). Seaward Pointe Property is described on Exhibit A attached hereto and incorporated herein. This Seaward Pointe Property is further identified in the Brunswick County Tax Records as Parcel No. 02200024 and Parcel No. 0280000101. Landowner, by entering into this Agreement, hereby agrees to be bound by all of its terms and provisions.

1.4 Developer desires to develop the Seaward Pointe Property to approximately nine hundred (900) multi-family units and approximately one hundred eighty thousand (180,000) square feet of commercial and office and institutional space. This total contemplated development of residential units and commercial, office and institutional space is referred to herein as the "Project " and is generally reflected on the Initial Zoning Map attached hereto as Exhibit B and incorporated herein.

1.5 The Town will benefit from the development of the Project in the following ways:

a. An increase in employment opportunities for Town residents and citizens.

b. An increase in business prospects for the Town.

c. An increase in the Town’s tax base.

d. An increase in available housing for the Town’s growing population.

e. An increase in open space within the Town and for use by Town residents of the Project.

f. Advancement of the Town's adopted goal to support commercial growth and development pursuant to the 2023-2027 Economic Development Strategic Plan, including the potential to "attract, start-up, and retain businesses that will provide local jobs."

1.6 Based on the current rates, schedules, and means of revenue collection and distribution available/applicable to the Town and other local and state agencies, which are subject to change during the timeframe associated with this Agreement, the development of the Project will also yield the following benefits to the Town:

a. Projected to provide approximately $985,000 in estimated sales tax revenue to the Town during the first year after 100% of the residential units are completed with the

current sales tax distribution methodology and local average population per residential unit. Sales tax revenue may vary in subsequent years based on overall changes of the local and state economy; and

b. Projected to provide approximately $575,000 per year in ad valorem property tax revenue to the Town the first year after 100% of the residential units are built out and an additional approximate $125,000 during the first year after 100% of the units and the buildings on the commercial tract are built, based upon tax rates effective on the date of the Agreement and the general description of the proposed commercial buildings. Ad valorem property tax revenue may vary in subsequent years as property valuations and tax rates change; and

c. An estimated cumulative increase to the Town's sales tax and ad valorem property tax revenues of approximately $1,685,000± upon full build-out anticipated by fiscal year 2036/2037.

1.7 Developer is willing to risk the financial requirements of development in order to create the development at this location. The Town Council, having carefully considered the above-described benefits of the Project, desires to enter into an agreement with Developer.

1.8 The Parties consider this Agreement, as authorized under Article 10 of Chapter 160D of the North Carolina General Statutes, to be the best method for establishing the mutual obligations and covenants between them and intend, by virtue of entering into this Agreement, to comply with all the provisions of Article 10 of Chapter 160D of the North Carolina General Statutes.

ARTICLE 2.
DEFINITIONS

2.1 General. Terms not defined below or elsewhere in this Agreement shall have the same meaning as found in standard dictionary definitions, informed by, and appropriate to the context of this Agreement.

2.2 "Agreement". This Development Agreement, its attachments, and exhibits, including any future modifications or major or minor amendments.

2.3 "Landowner". WGTRACT6, LLC & WGTRACT10B, LLC together with their successors and assigns, as well as their respective officers, directors, employees, and agents, as contextually appropriate.

2.4 "Developer". Seaward Development Company, LLC, together with its successors and assigns, as well as its respective officers, directors, employees, and agents, as contextually appropriate.

2.5 "H2GO". Brunswick Regional Water & Sewer H2GO, a body politic and corporate organization existing pursuant to NCGS Chapter 130A, Article II, Part 2, together with its successors and assigns, as well as its elected officials, employees, agents, and independent contractors, as contextually appropriate.

2.6 "Ordinance". The Ordinance means the Town of Leland Code of Ordinances. References herein to Ordinance requirements are those requirements that exist on the date of the Agreement, provided however, that fees ("Fees ") shall be subject to increases and/or decreases that may occur from time-to-time in accordance with the Town's fee schedules.

2.7 "Project". The development as described in this Agreement.

2.8 "Town". The Town of Leland, NC, together with its successors and assigns, as well as its elected officials, employees, agents, and independent contractors, as contextually appropriate.

ARTICLE 3.
THE PROJECT

3.1 General Description. Developer proposes to develop a mixture of residential and commercial uses on the Seaward Pointe Property described in Article 1 above. The Project area is as depicted on the proposed initial Zoning Map for the initial conservation, commercial and residential zoning areas for the Property (the "Initial Zoning Map") and attached hereto as Exhibit B. The initial zoning the Town has established for the Property is the Conservation District (CD); Multifamily District (M-F); and Commercial Business District, General Commercial (C-1) zoning categories, as generally set forth on the Initial Zoning Map. Said initial zoning as adopted by the Town Council of the Town of Leland shall be the subject of Landowner's vested rights as described in Section 3.2 below for the Project and may be supplemented with one or more site development plan(s) or plats to be submitted by Developer or Landowner, or their assigns, and subject to the Town's approval as described herein as the Project moves forward.

3.2 Vested Rights. Pursuant to N.C.G.S. § 160D-108, the Town acknowledges Landowner's vested rights in the Property and the Initial Zoning Map and in the initial zoning as adopted by the Town Council of the Town of Leland contemplated hereunder after the approval of said Initial Zoning Map and assignment of said Town Council adopted initial zoning, and for the duration of this Agreement.

3.3 Obligation and Precondition. This Agreement does not obligate Developer to construct the Project, but Developer's pursuit of construction of the Project is a precondition of the Town's performance of the obligations set forth in Sections 6.1.1 below.

ARTICLE 4.
ADOPTION AND DURATION

4.1 Public Hearing. The Town conducted a public hearing pursuant to Article 10 of Chapter 160D of the North Carolina General Statutes on _____ __, 2026, to consider the approval and execution of this Agreement. Pursuant to Article 10 of Chapter 160D of the North Carolina General Statutes, the required notices of the public hearing were published in accordance with said statutes, that last of which was published at least ten (10) days before the hearing was held. The Town Council approved this Agreement at the end of the public hearing.

4.2 Duration. The term of this Agreement shall commence on the Effective Date. This Agreement shall expire upon the earlier of (a) the initial Completion of the Development (as defined below) or (b) twenty-five (25) years from the Effective Date, unless sooner terminated in accordance with the terms hereof.

As used in this Agreement, "Completion of the Development" shall mean the first to occur of (i) the issuance of a final certificate of occupancy for the last residential unit or commercial building permitted to be constructed under this Agreement, on a tract by tract basis (ii) the expiration or lapse of all active building permits for the Property, with no renewal or extension thereof pending, for a continuous period of not less than thirty-six (36) consecutive months, or (iii) Developer's delivery of written notice to the other parties hereto stating that, in Developer's reasonable determination, Developer has completed all phases of the Project that it intends to construct. For clarity, nothing in this Agreement shall require Developer to construct the maximum number of residential units or the maximum commercial square footage described herein as a precondition to achieving Completion of the Development. Approval of plans and permits for a total tract of land within the Project, together with issuance of the final certificate of occupancy for the last structure on a given tract in the Development, shall constitute satisfaction of subsection (i) above.

ARTICLE 5.
LAND OWNER AND DEVELOPER'S ACKNOWLEDGEMENTS AND OBLIGATIONS

5.1 General. Landowner has petitioned the Town for the voluntary annexation of the entirety of the property within the Project into the Town. The Town has annexed the Property and established initial zoning. The terms of this Agreement shall apply as provided herein to the annexed property. Obligations of the Developer not addressed or altered in this Agreement shall

be those obligations required of the Developer pursuant to the Town's Code of Ordinances, the N.C. State Building Code, the NCDOT Highway Manual, the Town's fee schedule, and other local and state, and federal codes and Ordinances relevant to the context and the Project.

5.2 Project. The Project to be constructed by Developer shall consist of the uses allowed under the CD, M-F, and C-1 zoning districts in such locations as shown on the Initial Zoning Map attached hereto at Exhibit B. In the event that any portion of the Project is zoned C-3 during the term of this Agreement, the permitted uses for said portions of the Project shall be limited as described in Section 6.2.3.1 of this Agreement.

5.3 Design and Engineering. Except where contemplated otherwise in this Agreement, Developer shall, at its own expense, design and engineer all aspects of the construction of the Project as well as any improvements to be constructed as described herein.

5.4 Commencement and Cost of Construction. Developer, subject to force majeure and delays in any obligations of Town hereunder, shall have substantially completed the Project within thirty (30) years of the adoption of this Agreement. Developer shall bear 100% of all construction costs of the Project, except where contemplated otherwise herein.

5.5 Future Changes and Modifications. It is understood and agreed that a development of this type shall be developed over a period of years and in market conditions that cannot accurately be predicted or anticipated. In keeping with the underlying statutory goals that development agreements are allowed by law to provide flexibility for large-scale, multi-phased projects, and provided that the overall densities do not increase, it shall not be considered a breach of the terms of this Agreement if the Developer seeks future changes to the Initial Zoning Map or does not develop the total number of units described herein.

5.6 Infrastructure Improvements

5.6.1 Except where it is the responsibility of the Town pursuant to this Agreement, Developer shall complete certain public infrastructure improvements ("Infrastructure Improvements") that are required for the Project. All Infrastructure Improvements within the public right-of-way shall be designed and constructed in accordance with applicable standards, subject to the provisions of this Agreement. Completion of the Infrastructure Improvements shall be defined as construction, installation, dedication, inspection, and acceptance by the Town of Leland, the Infrastructure Improvements in all material respects, more specifically the public roads, sidewalks, and storm drainage system in the public right of way (other than any changes thereto agreed upon by the Parties by way of a written amendment to this Agreement).

5.6.2 Developer shall dedicate to the Town and H2GO, as joint owners, any water and sanitary sewer infrastructure improvements within the development that are installed by Developer as such improvements are inspected and approved by H2GO for acceptance. Any such dedication shall be in accordance with H2GO standards and regulations.

ARTICLE 6.
TOWN'S OBLIGATIONS

6.1 Pursuant to N.C. Gen. Stat. § 160A-312, the Town has no obligation to provide public enterprise services to properties located outside of the Town's corporate limits. Per the terms of the 2021 Interlocal Agreement For The Operation And Joint Ownership Of Water Distribution And Wastewater Collections Systems entered into by the Town and H2GO on March 19, 2021 (hereinafter referred to as the "2021 ILA "), the Town does not offer or provide water and sanitary sewer services to properties located outside of the Town's corporate limits. However, subject to the preceding annexation of the properties within the Project and through this Agreement if the Town Council votes to annex the property within the Project, the Town will offer water and/or sanitary sewer service to the Project and H2GO will provide water and sanitary sewer service (subject to H2GO's standard terms and conditions) to the properties to which the Town offers services pursuant to the 2021 ILA.

6.1.1 The Town's obligations under this Section 6.1, shall be deemed an immediate access to public water and sanitary sewer as outlined in the Agreement, sufficient to satisfy any and all requirements and/or conditions precedent to any application, issuance, or grant of any necessary building permit or other zoning or construction-related permit or approval, to the extent such requirements/conditions precedent arise from or relate to the availability of water and/or sanitary sewer service to the Project. The Town's obligation to provide and the Project's access to water and/or sanitary sewer is irrevocable, except in the event that the property is de-annexed from the Town's corporate limits.

6.2 Development; Town Cooperation; Laws in Effect.

6.2.1 Town will reasonably provide such cooperation and assistance as Developer may reasonably request from time to time and within the normal timing and scope of Town operations for matters the Town normally provides to development projects with respect to obtaining any local, state, and federal required permits as are required for the Project.

6.2.2 Unless otherwise specifically and otherwise noted herein, the laws, resolutions, comprehensive plans, regulations, technical standards, policies, rules, review and approval procedures, and Ordinances of the Town, applicable to the Project, are those in force as of the Effective Date. Accordingly, Landowner and Landowner's successors in interest shall, for the

duration of this Agreement, have a right to develop the Project in accordance with the terms of this Agreement, the terms of the Ordinance, and any applicable laws, resolutions, regulations, technical standards, policies, rules, and ordinances as they exist on the Effective Date, during the entire term of this Agreement, including, but not necessarily limited to, the Initial Zoning Map. Except as specifically referenced herein or otherwise required by law, the Town may not apply subsequently adopted Ordinances or development policies to the development of the Project during the term of this Agreement without the written consent of Landowner and/or Landowner's successors in interest. Approved modifications to this Agreement or the Initial Zoning Map shall have no effect on Landowner's rights established herein, except to the limited extent that the requested modification(s) incorporates laws or regulations adopted subsequent to the date of the Effective Date. If Landowner adopts or incorporates later-enacted laws, regulations, or technical standards that do not require modifications to this Agreement, then Landowner shall become vested as to those laws, regulations, or technical standards as though they existed as of the Effective Date. Additionally, no future Town-initiated developer moratoria shall apply to the development of the Project without the written consent of Landowner or Landowner's successors in interest for the term of this Agreement. Notwithstanding anything to the contrary in this Agreement, Landowner may elect, in Landowner's sole discretion, to have later enacted ordinances, laws, regulations, or technical standards apply to the Project upon written notice to the Town of the same (and such election shall not be deemed a major modification to this Agreement); provided that any election of later enacted ordinances, laws, regulations or technical standards must include all directly related revised provisions consistent with the spirit and intent of the revisions to those provisions. For example, election of a revised dimensional standard shall require inclusion of election of the other related dimensional standards (e.g. maximum height and corresponding required setback).

6.2.3 Without limiting the foregoing sections 6.2.1 and 6.2.2 of this Agreement, the following shall apply to the development of the Property:

6.2.3.1 Construction Specifications. The following design and construction specifications and requirements shall apply:

A. The Parties acknowledge and agree that any residential multifamily, townhome, and duplex homes are residential structures regardless of whether the same are owned or leased by the occupants thereof.

B. The Parties agree that the entire M-F portion of the Project shall be treated as a single project for purposes of calculating and allocating density and open space requirements. The total number of M-F dwelling units permitted shall be those allowed based on the overall acreage of the M-F portion of the Project under the M-F zoning district. Developer shall have the right, in its sole discretion, to distribute such units among the

various M-F building sites within the Project without regard to the per-acre density limitations applicable to any individual site, provided that all improvements comply with all other Ordinances provisions not otherwise amended by this Agreement.

C. Required open space for the M-F portion of the Project may be satisfied through one or more areas of open space within the M-F zoned areas that are not necessarily contiguous with or directly serving any particular M-F building site. Notwithstanding the foregoing, the Project must provide pedestrian access to the areas of active open space required of the Project, including crossings of roadways as necessary.

D. The Parties agree that, notwithstanding the full range of uses otherwise permitted in the C-3 zoning district, the only uses allowed within any portion of the Property that is now, or may in the future become, zoned C-3 shall be self-storage facility and restaurant uses.

E. Notwithstanding Section 66-163, Note 3 of the Ordinance, buildings within the Seaward Project shall not be required to increase yard setbacks when exceeding forty (40) feet in height. The standard setbacks established for the underlying district shall apply regardless of building height, and no additional setback adjustments shall be imposed solely due to height in excess of forty (40) feet.

F. Notwithstanding Section 3 and Section 7 of the Town of Leland Standard Specifications, storm drainage structures may be constructed using masonry in place of precast or cast-in-place concrete structures.

G. Notwithstanding Section 3 and Section 7 of the Town of Leland Standard Specifications, aluminum pipe or high-performance high-density polyethylene (HP HDPE) may be used for storm drainage systems with pipe diameters forty-two (42) inches or greater, if the depth of coverage is adequate per the manufacturer's specifications and installation guidelines and if installed in private drainage easements and/or private property. These alternatives are not allowed in public rights of way.

H. Notwithstanding Section 4 of the Town of Leland Standard Specifications, including Section 4.15, alternate slope and outfall stabilization methods may be used, including in-place liner stabilization, reinforced turf matting, rip-rap with filter fabric, or any equivalent method only if installed in private drainage easements and/or on private property. These alternatives are not allowed in public right of ways.

I. Notwithstanding any provision of the Ordinance or the Town of Leland Standard Specifications to the contrary, headwalls may be constructed using segmented block if properly engineered and permitted.

6.2.3.2 Procedural Processes. The following procedural processes shall apply:

A. Developer may commence site work (grading/clearing) once an erosion control permit is issued and prior to Preliminary Plat approval, notwithstanding Sec. 50-22(b) of the Ordinance. However, no stormwater infrastructure, impervious surfaces, or other permanent facilities can be constructed or installed until the Stormwater permit is issued, it being understood and agreed that site work, including excavation of material from areas that will ultimately serve as stormwater management ponds shall not constitute construction or installation of stormwater infrastructure and may be completed prior to issuance of the Stormwater permit. Developer acknowledges that testing of pre-construction site conditions, including seasonal high water table, may be necessary for stormwater permit regulation requirements and must occur and be documented prior to commencement of site work to be valid.

B. After obtaining all required approvals, including but not limited to Technical Review Committee review, development site plan approval, stormwater permit approval, preliminary and final plat approvals, recordation of final plat and issuance of addresses, Developer may obtain building permits for vertical construction (in addition to selling lots) after issuance of appropriate financial guarantees and approval of Performance Guarantee Agreements for infrastructure required to be installed by Developer. Said Performance Guarantee Agreements shall satisfy the requirements of law, including, but not limited to N.C.G.S. §§ 160D-804.1 & 1006(f) and applicable Town ordinances. Prior to issuance of building permit, the Developer must satisfy H2GO's System Development Fee requirements. Developer shall not be responsible for performance of, or securing performance of, infrastructure improvements that are the responsibility of H2GO or Town.

C. Developer may rely on whichever communications utilities providers it sees fit.

6.2.3.3 In addition to the rights established through this Agreement described above, the following shall apply with regard to the Developer's rights:

A. Multifamily and townhouse housing product are permitted uses under the M-F, Multifamily Zoning District initial zoning applied to the Property.

B. Notwithstanding the proposed split zoning and multiple parcels associated with the Seaward Pointe Property, the multifamily portions of the Project shall be considered one development for purposes of site

development requirements (including, without limitation, provision of open space). Regardless of the location of any multifamily areas, the total acreage of all multifamily areas shall be considered when calculating the allowable density for the multifamily portion of the Project. For example, certain areas of the multifamily portion of the Project may have a higher density than typically permitted by the Ordinance (as may be altered by this Agreement) so long as the total density for the entire multifamily portion of the Project is consistent with the Ordinance (as may be altered by this Agreement).

The Developer shall submit to the Technical Review Committee for review and approval site plans for portions of the multifamily-zoned areas (the "Multifamily Site Plan"); provided, however, that the Developer shall not be required to submit the initial Multifamily Site Plan until such time as the Developer, in its sole discretion, is prepared to commence development of the first multifamily development area. The initial Multifamily Site Plan shall depict: (a) the area or areas proposed to be developed as part of the initial multifamily development area, in sufficient detail for site plan review under the Ordinance; (b) the boundaries of the total multifamily-zoned area, including all areas contemplated for future multifamily development; (c) the proposed density allocation for the areas then under review for development; and (d) the remaining density available for areas of the multifamily-zoned area not then under review for development. Areas of the multifamily-zoned area that are not then under review for development shall be depicted on the Multifamily Site Plan in general terms only, showing approximate boundaries and remaining density allocation, and the Developer shall not be required to submit site plan-level detail, engineering, or design for such areas until they are proposed for development and incorporated into an updated Multifamily Site Plan.

As additional areas within the multifamily-zoned area are proposed for development or subdivision, the Developer shall submit an updated Multifamily Site Plan to the Technical Review Committee that incorporates the newly proposed area or areas, together with any corresponding revisions to density allocation, open space, and other site development requirements for the overall multifamily portion of the Project. Such updates to the Multifamily Site Plan shall be reviewed and approved administratively through the Technical Review Committee process without the need for additional legislative approval. The

Developer may further seek approval to modify the Multifamily Site Plan through the Technical Review Committee process at any time during the term of this Agreement. The Developer is required to pay all applicable fees associated with each site plan submission or modification.

C. The Town through this Agreement and the initial zoning of the property shall allow the Developer the flexibility to provide up to the maximum multifamily density, townhome units, and commercial, office, and institutional square footage as allowed under the applicable zoning designations, provided dimensional standards including but not limited to building setback and minimum lot sizes are met.

6.2.4 Town shall be responsible for all necessary agreements with other municipalities and all obligations under said agreements, and any other procedural steps as may otherwise be required of the Town by law, to authorize annexation of this land into Town.

ARTICLE 7.
PERIODIC REVIEW AND DEFAULT

7.1 Periodic Review. The Town Manager, or his/her designee, is authorized to conduct a periodic review of the status of the Project at approximately twelve (12) month intervals from the date this Agreement is approved by the Town Council (the "Periodic Review"). Upon such review(s), Developer shall demonstrate good faith compliance with the terms of this Agreement. Periodic Reviews will be conducted at a time determined by the Town Manager, or his/her designee. After conducting the Periodic Review, the Town Manager, or his/her designee, shall prepare an Annual Report to the Town Council detailing the findings of the Periodic Review. A copy of the Annual Report shall be provided to Developer, upon the Developer's request. Notwithstanding the statutory requirement of annual compliance reviews, Developer shall provide evidence of compliance with this Agreement upon any reasonable request by the Town at any time.

7.2 Material Breach. If, as a result of the Periodic Review, the Town discovers that Developer has committed a Material Breach of the terms or conditions of the Agreement, the Town shall notify Developer in writing and provide Developer a reasonable time in which to cure the breach.

7.3 Failure to Cure. If Developer fails to cure the Material Breach within the time given under 7.2 above, then the Town may unilaterally terminate the Agreement after providing notice as provided in the Ordinance and provided that the notice of termination or modification or finding of breach may be appealed to the Town's Board of Adjustment. The rights of the Town

to terminate or modify this Agreement, as provided in this paragraph, shall be suspended during the time Developer is either (a) appealing the finding of breach to the Board of Adjustment or, subsequently, to the applicable court, or (b) is making good faith and reasonable attempts to cure the alleged default. The Town may, however, exercise its police powers to promote and protect the health, safety, and welfare of the public during any such suspension of the Town's right to terminate or modify this Agreement.

7.4 Default. Only the failure of a Party to comply with the Material Terms of this Agreement shall constitute default.

7.5 Remedies. Remedies for default shall be those remedies allowed or provided for pursuant to Article 10 of Chapter 160D of the North Carolina General Statutes. Any recapture provided by N.C.G.S. § 158-7.1(h) cannot be triggered by this Agreement because Developer does not receive any Incentive Payments. Accordingly, there cannot be funds to recapture upon a Material Breach of this Agreement.

7.6 Cure. Performance by any Party within a reasonable time shall constitute cure of default. In no event shall a reasonable time be a period less than thirty (30) days.

7.7 Zoning and Other Requirements. Developer's failure to comply with any provision of the Town's Ordinance, subject to the terms herein, shall not be treated as a default of this Agreement, but as a violation of an Ordinance requirement.

ARTICLE 8.
MISCELLANEOUS

8.1 Entire Agreement. This Agreement sets forth and incorporates by reference all of the agreements, conditions, and understandings between the Parties as to the matters reasonably considered or purported to be within the purview of this Agreement, and there are no promises, agreements, conditions, or understandings, oral or written, express or implied, pertaining to the matters addressed in this Agreement other than as set forth in this Agreement. Notwithstanding the foregoing, any subsequent agreements entered into between the Parties that are necessary to implement the terms of this Agreement shall not be superseded by this Agreement. Where any terms of this Agreement conflict or are inconsistent with the Ordinance, this Agreement shall control.

8.2 Construction. The Parties and their respective legal counsel have reviewed this Agreement. If terms or provisions are later disputed or determined to be ambiguous, the Parties shall look first to a construction which is harmonious with the whole document and secondly to the intent of the Parties to create a high-quality mixed-use development in order to determine the

appropriate interpretation. Canons of construction related to the free use of property shall not apply to the interpretation of this Agreement.

8.3 Succession and Assignment. Developer may assign its rights and responsibilities of all, or any portion of, the parcels that comprise the Project to subsequent landowners. No assignment of a portion of a tract, or a portion of the Project, shall relieve Developer of its responsibilities with respect to the remaining portion of the parcel or Project. Whether or not an assignment occurs, all subsequent owners of any portion of the Project and any successor government shall be subject to the terms and provisions of this Agreement.

8.4 Governing Law and Venue. This Agreement shall be governed by the laws of the State of North Carolina. The Parties hereto agree that the Superior Court of Brunswick County shall be the exclusive venue to adjudicate any claims arising out of or related to this Agreement.

8.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

8.6 Agreement to Cooperate. In the event of legal action instituted by a third party challenging the validity of any provision of this Agreement, the Parties agree to cooperate in defending against such action; provided, however, each Party retains the right to pursue its own independent legal defense.

8.7 Indemnity and Hold Harmless. The Developer and Landowner agree to indemnify, defend, and hold harmless the Town, its elected officials, officers, employees, and agents (collectively, the "Town Indemnitees") from and against third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) that arise directly out of any valid, timely legal challenge brought by a third party with standing to assert such claim, seeking to invalidate or set aside the validity or legality of this Agreement or the Town's approval thereof; provided that such obligation shall apply only to claims that (i) arise out of the acts or omissions of the Developer or Landowner in connection with this Agreement; (ii) are filed in the appropriate venue within the applicable time allowed or applicable statute of limitations; and (iii) relate to the approval, execution, or performance of this Agreement (any such claims referred to herein as the "Indemnified Claims").

8.7.1 Obligation to Defend. Legal counsel retained by the Developer and Landowner to represent the Town in connection with any Indemnified Claim must be reasonably acceptable to the Town Attorney. The Town may participate in the defense of the Indemnified Claims with its own counsel at its own expense. The Parties will cooperate in defending against any such action in accordance with Section 8.6.

8.7.2 Limitations. The indemnity and obligation to defend described in this Section 8.7 shall not apply to (a) claims resulting from the negligence, willful misconduct, or bad faith of any Town Indemnitees; (b) claims brought by persons lacking standing; (c) claims unrelated to this Agreement; or (d) claims arising from the Town's failure to perform its obligations under this Agreement. In no event shall Developer or Landowner be obligated to indemnify the Town Indemnitees for liability attributable to the fault of the Town Indemnitees.

8.8 Agreements to Run with the Land. This Agreement shall be recorded in the office of the Register of Deeds of Brunswick County. The provisions in this Agreement shall run with the land and be binding upon and an obligation of, and the benefits of this Agreement shall inure to all successors in the ownership of the Project or any portion thereof.

8.9 Severability. If any term or provision in this Agreement shall be judicially determined to be void or of no effect, such determination shall not affect the validity of the remaining terms and provisions.

8.10 Authority. Each Party represents that it has undertaken all actions necessary for corporate or public approval of this Agreement, and that the persons signing this Agreement have the authority to bind Developer or the Town.

8.11 Modification. The terms of this Agreement may be modified only by the mutual written consent of the Town and Developer, or their successors in interest. A Major Modification of any term of this Agreement shall follow the same procedures as required for the initial approval of this Agreement, which procedures shall include a public hearing as provided in N.C.G.S. §§ 160D-1005, & 602. A Minor Modification to this Agreement shall be recorded in the records of the Town and Developer but shall not require a public hearing unless required by state law. Pursuant to Article 10 of Chapter 160D of the North Carolina General Statutes, the Town may, after notice and public hearing, adopt an ordinance amending this Agreement if newly adopted state or federal laws prevent or preclude compliance with this Agreement. The Town agrees that in such future circumstances that it shall, as permitted by law, take all appropriate measures to adopt modifications and amendments to this Agreement that are as close as possible to this original Agreement without violating newly enacted state or federal laws.

8.12 Termination. This Agreement may be terminated by mutual written consent of the Parties to the Agreement or by their successors in interest.

8.13 Notices. Any notice, demand, or communication which is required, or may be given to another Party in writing, shall be delivered or addressed to the other at the address below or to such other address as may be provided from time to time. The Parties shall make reasonable inquiry to determine whether the names of the persons listed in this Agreement should be

substituted with the name of the listed person's successor. All notices, demands, or communications shall be addressed as follows:

To the Town:
Mr. David Hollis, Town Manager
102 Town Hall Drive
Leland, NC 28451
dhollis@townofleland.com
Telephone: 910-371-1249

With copies to:
Mr. Barnes Sutton
Economic and Community Development Director
102 Town Hall Drive
Leland, NC 28451
bsutton@townofleland.com
Telephone: 910-756-5096

Joshua Hall
Staff Attorney
102 Town Hall Drive
Leland, NC 28451
jehall@townofleland.com
Telephone: 910-332-4816

To Developer:
Nathan Sanders
Member Manager
WGTRACT6, LLC & WGTRACT10B, LLC
PO Box 3167
Wilmington, NC 28406

With copy to:
Ward and Smith. P.A.
Attn: Sam Franck
127 Racine Drive
Suite 101
Wilmington, NC 28403
SBF@wardandsmith.com
Telephone: 910-794-4835

8.14 Relationship. The relationship between the Parties shall be limited to the obligations in this Agreement. No Party is the agent of the other nor is there a joint venture or partnership created by this Agreement for the development of the Project.

8.15 No Obligation to Future Developments. The Town's approval of this Agreement does not establish a Town policy or precedent for future developments within or outside of the Town's jurisdictional and corporate boundaries.

8.16 E-Verify Certification. Developer attests that it complies with and shall continue to comply with, for the duration of this Agreement, Article 2 of Chapter 64 of the North Carolina General Statutes (commonly referred to as "E-Verify"), and further agrees that it will include a contract obligation that any subcontractors hired by Developer shall also comply with this Article.

8.17 Approval and Recordation. This Agreement shall be executed by both the Parties and recorded by the Town within fourteen (14) days of the Effective Date. Failure to record within fourteen (14) days shall not be deemed a Material Breach of this Agreement.

[SIGNATURES ON NEXT PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date opposite their signatures as set forth below.

APPROVED AS TO FORM:

_____
Stephen Coggins, Town Attorney

_____ **TOWN OF LELAND, NC**
(Date)

By: _____
Brenda Bozeman, Mayor

ATTEST:

_____
Town Clerk

(SEAL)

NORTH CAROLINA
_____ COUNTY

I, the undersigned Notary Public of the County of _____ and State aforesaid, certify that SABRENA REINHARDT personally came before me this day and acknowledged that she is Town Clerk of the TOWN OF LELAND, NC, and that by authority duly given and as an act of the municipal corporation, the foregoing instrument was signed in its name by BRENDA BOZEMAN, its Mayor, sealed with its corporate seal, and attested by herself as its Town Clerk.

WITNESS my hand and notarial seal this _____ day of _____, 2026.

_____
My Commission Expires: Notary Public

_____ _____
(AFFIX STAMP OR SEAL) Notary's Printed or Typed Name

_____ **SEAWARD DEVELOPMENT COMPANY, LLC**
(Date)

By: _____
Signature

_____
Printed Name & Title

STATE OF _____

_____ COUNTY

I, the undersigned Notary Public of the County of _____ and State aforesaid, certify that _____, personally came before me this day and acknowledged that (s)he is the _____ of SEAWARD DEVELOPMENT COMPANY, LLC, a _____ limited liability company, and that by authority duly given and as the act of such entity, (s)he signed the foregoing instrument in its name on its behalf as its act and deed.

WITNESS my hand and Notarial stamp or seal this _____ day of _____, 2026.

_____
My Commission Expires: Notary Public

_____ _____
(AFFIX STAMP OR SEAL) Notary's Printed or Typed Name

_____ **WGTRACT6, LLC & WGTRACT10B, LLC**

(Date)

By: _____
Signature

_____
Printed Name & Title

STATE OF _____

_____ COUNTY

I, the undersigned Notary Public of the County of _____ and State aforesaid, certify that _____, personally came before me this day and acknowledged that (s)he is the _____ of WGTRACT6, LLC & WGTRACT10B, LLC, a _____ limited liability company, and that by authority duly given and as the act of such entity, (s)he signed the foregoing instrument in its name on its behalf as its act and deed.

WITNESS my hand and Notarial stamp or seal this _____ day of _____, 2026.

_____
My Commission Expires: Notary Public

_____ _____
(AFFIX STAMP OR SEAL) Notary's Printed or Typed Name

Exhibit A

Seaward Pointe Property

All that certain piece or parcel of land located in Brunswick County, North Carolina, located along the northerly line of Highway 74-76, west of Compass Pointe East Wynd NE and being more particularly described as follows:

Beginning at the intersection of the northerly line of Highway 74/76 and the westerly line of Compass Pointe East Wynd NE; running thence along the line of Highway 74/76

N 63°26'28" W a distance of 3045.94' to a point;

Thence continuing along Highway 74/76 N 63°26'29" W a distance of 897.69' to point on the easterly line of land of Kenneth H. Lee and Patricia Lee;

Thence along said land N 57°33'13" E a distance of 1492.39' to a point and land of CP Brunswick LLC;

Thence S 63°21'00" E a distance of 390.79' to a point the northwest corner of land of Michael F. Burbidge; thence along said land the following three (3) courses and distances:

1. S 26°38'50" W a distance of 625.12’to a point;

2. S 63°22'58" E a distance of 1394.02' to a point;

3. N 26°38'22" E a distance of 624.32' to a point and land of Compass Pointe Master Assn., Inc.;

Thence continuing along said land S 63°21'00" E a distance of 1320.31' to a point on the westerly line of Compass Pointe East Wynd NE;

Thence along said line S 23°24'42" W a distance of 1276.29' to the Point of Beginning, containing 83.33 Acres, more or less.

Along with all that certain piece or parcel of land located in Brunswick County, North Carolina, located along the northerly line of Highway 74-76, east of Compass Pointe East Wynd NE and being more particular described as follows:

Beginning at the intersection of the northerly line of Highway 74/76 and the easterly line of Compass Pointe East Wynd NE; thence along the line of Compass Pointe East Wynd NE

N 23°24'42" E a distance of 1276.12' to a point, the southerly line of CP Brunswick LLC;

Thence along said land and land of Compass Pointe Master Assn., Inc. and Renaissance Lifestyle, LLC., S 63°21'00" E a distance of 2377.20' to a point on the easterly line of Highway I-140;

Thence along Highway I-140 the following nine courses and distances:

1. With a curve (non-tangent) turning to the right with an arc length of 287.80', with a radius of 1400.00', with a chord bearing of S 27°20'07" W, with a chord length of 287.30', to a point;

2. Thence S 37°05'45" W a distance of 289.94' to a point;

3. Thence S 36°46'12" W a distance of 42.35' to a point;

4. Thence S 58°33'51" W a distance of 85.91' to a point;

5. Thence S 30°56'56" E a distance of 34.47' to a point;

6. Thence S 36°46'12" W a distance of 75.81' to a point;

7. Thence with a curve (non-tangent) turning to the left with an arc length of 216.70', with a radius of 1000.00', with a chord bearing of S 26°20'19" W, with a chord length of 216.28', to a point;

8. Thence S 15°57'47" W a distance of 211.02' to a point;

9. Thence S 13°47'25" W a distance of 65.01' to a point and the intersection of the easterly line of Highway I-40 and the northerly line of Highway 74/76;

Thence along said line of Highway 74/76 the following three (3) courses and distances:

1. Thence N 64°15'42" W a distance of 233.13';
2. Thence N 63°27'23" W a distance of 1236.32';
3. Thence N 63°25'02" W a distance of 797.39' to the Point of Beginning, containing 66.92 Acres, more or less.

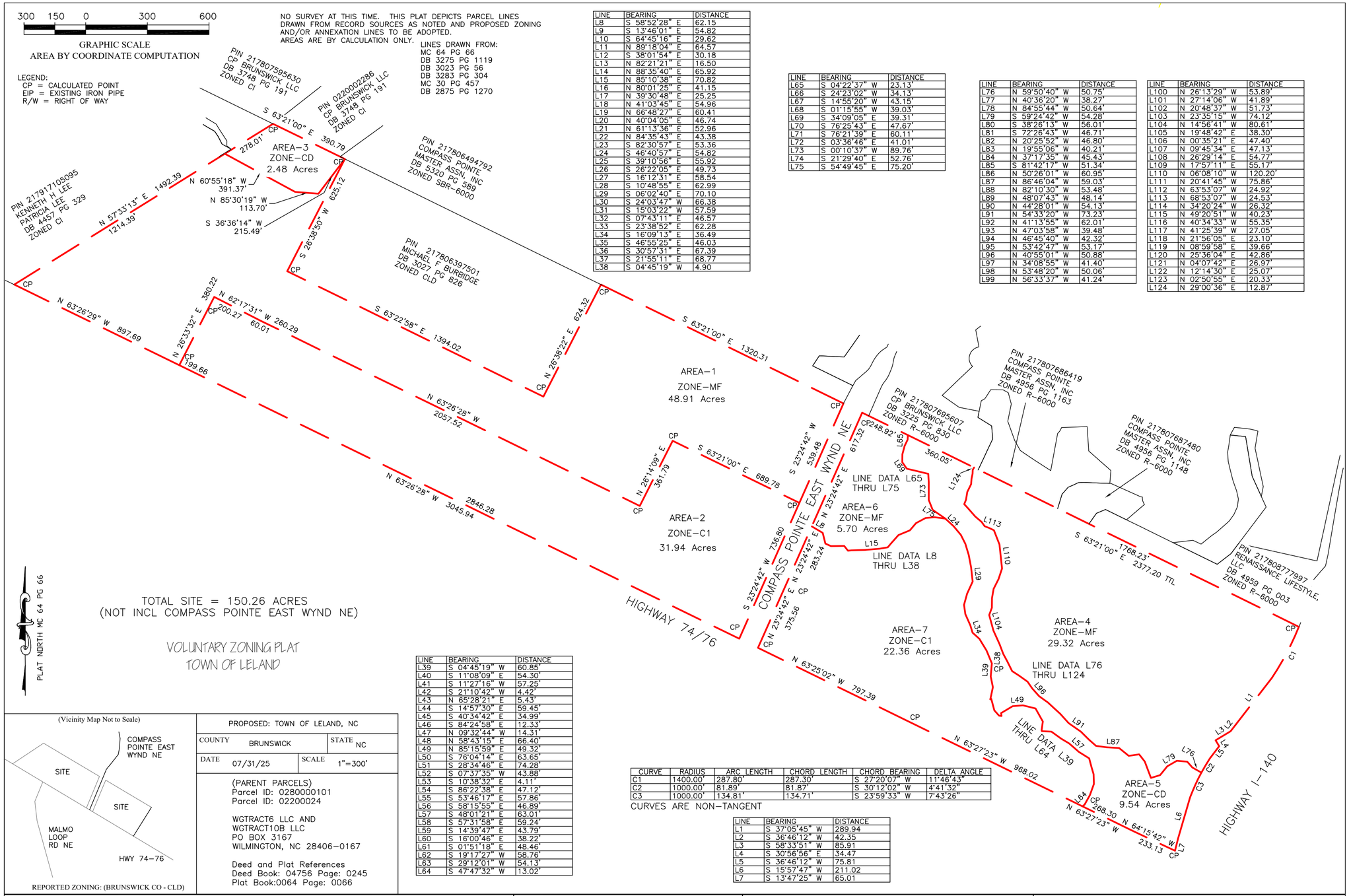
Exhibit B

Initial Zoning Map

[Attached]

ND:4926-3210-3732, v. 17

Exhibit B



LINE	BEARING	DISTANCE
L8	S 58°52'28" E	62.15
L9	S 13°46'01" E	54.82
L10	S 64°45'16" E	29.62
L11	N 89°18'04" E	64.57
L12	S 38°01'54" E	30.18
L13	N 82°21'21" E	16.50
L14	N 88°35'40" E	65.92
L15	N 85°10'38" E	70.82
L16	N 80°01'25" E	41.15
L17	N 39°30'48" E	25.25
L18	N 41°03'45" E	54.96
L19	N 66°48'27" E	60.41
L20	N 40°04'05" E	46.74
L21	N 61°13'36" E	52.96
L22	N 84°35'43" E	43.38
L23	S 82°30'57" E	53.36
L24	S 46°40'57" E	54.82
L25	S 39°10'56" E	55.92
L26	S 26°22'05" E	49.73
L27	S 16°12'31" E	58.54
L28	S 10°48'55" E	62.99
L29	S 06°02'40" E	70.10
L30	S 24°03'47" W	66.38
L31	S 15°03'22" W	57.59
L32	S 07°43'11" E	46.57
L33	S 23°38'52" E	62.28
L34	S 16°09'13" E	36.49
L35	S 46°55'25" E	46.03
L36	S 30°57'31" E	67.39
L37	S 21°55'11" E	68.77
L38	S 04°45'19" W	4.90

LINE	BEARING	DISTANCE
L65	S 04°22'37" W	23.13'
L66	S 24°23'02" W	34.13'
L67	S 14°55'20" W	43.15'
L68	S 01°15'55" W	39.03'
L69	S 34°09'05" E	39.31'
L70	S 76°25'43" E	47.67'
L71	S 76°21'39" E	60.11'
L72	S 03°36'46" E	41.01'
L73	S 00°10'37" W	89.76'
L74	S 21°29'40" E	52.76'
L75	S 54°49'45" E	75.20'

LINE	BEARING	DISTANCE
L76	N 59°50'40" W	50.75'
L77	N 40°36'20" W	38.27'
L78	N 84°55'44" W	50.64'
L79	S 59°24'42" W	54.28'
L80	S 38°26'13" W	56.01'
L81	S 72°26'43" W	46.71'
L82	N 20°25'52" W	46.80'
L83	N 19°55'06" W	40.21'
L84	N 37°17'35" W	45.43'
L85	S 81°42'17" W	51.34'
L86	N 50°26'01" W	60.95'
L87	N 86°46'04" W	59.03'
L88	N 82°10'30" W	53.48'
L89	N 48°07'43" W	48.14'
L90	N 44°28'01" W	54.13'
L91	N 54°33'20" W	73.23'
L92	N 41°13'55" W	62.01'
L93	N 47°03'58" W	39.48'
L94	N 46°45'40" W	42.32'
L95	N 53°42'47" W	53.17'
L96	N 40°55'01" W	50.88'
L97	N 34°08'55" W	41.40'
L98	N 53°48'20" W	50.06'
L99	N 56°33'37" W	41.24'

LINE	BEARING	DISTANCE
L100	N 26°13'29" W	53.89'
L101	N 27°14'06" W	41.89'
L102	N 20°48'37" W	51.73'
L103	N 23°35'15" W	74.12'
L104	N 14°56'41" W	80.61'
L105	N 19°48'42" E	38.30'
L106	N 00°35'21" E	47.40'
L107	N 09°45'34" E	47.13'
L108	N 26°29'14" E	54.77'
L109	N 17°57'11" E	55.17'
L110	N 06°08'10" W	120.20'
L111	N 20°41'45" W	75.86'
L112	N 63°53'07" W	24.92'
L113	N 68°53'07" W	24.53'
L114	N 34°20'24" W	26.32'
L115	N 49°20'51" W	40.23'
L116	N 40°34'33" W	55.35'
L117	N 41°25'39" W	27.05'
L118	N 21°56'05" E	23.10'
L119	N 08°59'58" E	39.66'
L120	N 25°36'04" E	42.86'
L121	N 04°07'42" E	26.97'
L122	N 12°14'30" E	25.07'
L123	N 02°50'55" E	20.33'
L124	N 29°00'36" E	12.87'

LINE	BEARING	DISTANCE
L39	S 04°45'19" W	60.85'
L40	S 11°08'09" E	54.30'
L41	S 11°27'16" W	57.25'
L42	S 21°10'42" W	4.42'
L43	N 65°28'21" E	5.43'
L44	S 14°57'30" E	59.45'
L45	S 40°34'42" E	34.99'
L46	S 84°24'58" E	12.33'
L47	N 09°32'44" W	14.31'
L48	N 58°43'15" E	66.40'
L49	N 85°15'59" E	49.32'
L50	S 76°04'14" E	63.65'
L51	S 28°34'46" E	74.28'
L52	S 07°37'35" W	43.88'
L53	S 10°38'32" E	4.11'
L54	S 86°22'38" E	47.12'
L55	S 53°46'17" E	57.86'
L56	S 58°15'55" E	46.89'
L57	S 48°01'21" E	63.01'
L58	S 57°31'58" E	59.24'
L59	S 14°39'47" E	43.79'
L60	S 16°00'46" E	38.22'
L61	S 01°51'18" E	48.46'
L62	S 19°17'27" W	58.76'
L63	S 29°12'01" W	54.13'
L64	S 47°47'32" W	13.02'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1400.00'	287.80'	287.30'	S 27°20'07" W	11°46'43"
C2	1000.00'	81.89'	81.87'	S 30°12'02" W	4°41'32"
C3	1000.00'	134.81'	134.71'	S 23°59'33" W	7°43'26"

CURVES ARE NON-TANGENT

LINE	BEARING	DISTANCE
L1	S 37°05'45" W	289.94
L2	S 36°46'12" W	42.35
L3	S 58°33'51" W	85.91
L4	S 30°56'56" E	34.47
L5	S 36°46'12" W	75.81
L6	S 15°57'47" W	211.02
L7	S 13°47'25" W	65.01

TOTAL SITE = 150.26 ACRES
(NOT INCL COMPASS POINTE EAST WYND NE)

VOLUNTARY ZONING PLAT
TOWN OF LELAND

PLAT NORTH MC 64 PG 66

(Vicinity Map Not to Scale)

REPORTED ZONING: (BRUNSWICK CO - CLD)

PROPOSED: TOWN OF LELAND, NC

COUNTY	BRUNSWICK	STATE	NC
DATE	07/31/25	SCALE	1"=300'

(PARENT PARCELS)
Parcel ID: 0280000101
Parcel ID: 02200024

WGTRACT6 LLC AND
WGTRACT10B LLC
PO BOX 3167
WILMINGTON, NC 28406-0167

Deed and Plat References
Deed Book: 04756 Page: 0245
Plat Book:0064 Page: 0066

THIS MAP IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR AN EXISTING EASEMENT AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

I, Gary W. Keyes, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book _____, Page _____, or other source as noted); that the boundaries not surveyed are clearly indicated as drawn from information found in Book _____, Page _____ (or other source as noted); that the ratio of precision as calculated is 1: _____; that this plat was prepared in accordance with G.S. 47-30 as amended.

PRELIMINARY
FOR REVIEW ONLY
NOT FOR RECORDATION
CONVEYENCES OR SALES

Witness my original signature, registration number and seal this ____ day of _____, A.D., 20____.

_____ Surveyor

L-4381 Registration #

Gary Keyes, PLS
PO Box 1624 Wrightsville Beach, NC 28480
(910) 228-4773 keyessurveying@gmail.com

STATE OF NORTH CAROLINA COUNTY OF _____

I, _____, Review Officer of _____ County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

_____ REVIEW OFFICER DATE

_____ REVIEW OFFICER DATE

STATE OF NORTH CAROLINA _____ COUNTY

Filed for Registration at _____ M. _____ 20___ in the Register of Deeds Office Recorded in Book _____ Page _____

_____ BY _____ REGISTER OF DEEDS

MEMO

MEMO-26-0093

Meeting Date: May 21, 2026

Prepared By: Justice Herman

MEETING TYPE: Council Regular Meeting

TITLE: Ordinance ORD-26-007 Amending the Official Zoning Map to Rezone Brunswick County Tax Parcel ID 047EC003

PURPOSE: To consider and make a determination for a proposed zoning map amendment to the U.S. Highway 17 Overlay District to include Brunswick County Tax Parcel ID 047EC003 ("Subject Parcel").

BACKGROUND: Pursuant to Chapter 66-32(3) of the Code of Ordinances, all proposed amendments to the chapter or zoning map shall be submitted to the Planning Board for review and comment prior to Town Council review. The Town Council is not bound by the recommendations, if any, of the Planning Board.

On March 3, 2026, the Town received a rezoning request from Allen Industries Inc., on behalf of the property owner, to amend the Town's U.S. Highway 17 Overlay District to include the Subject Parcel.

On April 28, 2026, Planning Board voted to provide their recommendation to the Town Council on the proposed rezoning request.

Attached are the property owner's acknowledgement form and the applicant's consistency and reasonable and in the public interest statements.

SUMMARY:

Existing Site and Surrounding Conditions

The Subject Parcel is approximately 1.54 acres and is located at 3717 Leland Corners Drive, approximately 400 feet south of U.S. Highway 17. The Subject Parcel currently contains a quick service restaurant with associated parking and drive-through lanes.

The Subject Parcel is currently zoned C-2, Regional Business Commercial District, which is intended to accommodate larger-scale retail and service uses that serve the broader community. This district is typically located near major thoroughfare intersections and is often developed in clustered commercial patterns.

The parcels adjacent to the Subject Parcel are located within the Town's municipal limits and Brunswick County. The surrounding zoning districts are as follows:

- North – C-2, Regional Business Commercial Business District
- East – C-2, Regional Business Commercial Business District
- South – C-2, Regional Business Commercial Business District
- West – CO-CLD, Brunswick County Commercial Low-Density District

The adjacent and nearby properties have the following uses:

- North – Restaurant and motor vehicle service station

- East – Restaurant and car wash
- South – Anchor retail store
- West – Commercial retail center

A vicinity, aerial, and current zoning map depicting the location of the Subject Parcel are attached to this memo.

Proposed Zoning

The U.S. Highway 17 Overlay District was originally adopted on April 29, 2012, and later amended on November 8, 2012. An overlay district is an additional layer of zoning that applies supplemental regulations on top of the underlying zoning district to address specific conditions within a defined area. The U.S. Highway 17 Overlay District establishes corridor-oriented sign standards for businesses.

A map of the current U.S. Highway 17 Overlay District is attached to this memo.

The Subject Parcel is currently not located within the U.S. Highway 17 Overlay District boundary. When the Subject Parcel was annexed into the Town on September 28, 2020, the initial zoning request did not include inclusion of the overlay district. As a result, the Subject Parcel has sign regulations that are subject to the Town's underlying C-2 zoning district. The proposed rezoning would include the Subject Parcel into the overlay district, and therefore subject the site to different sign allowances.

A map showing the proposed zoning is attached to this memo.

Staff Analysis

The request to include the Subject Parcel in the U.S. Highway 17 Overlay District would not alter the underlying C-2, Regional Business Commercial zoning designation. Inclusion of the Subject Parcel within the overlay district would align the parcel with the majority of the surrounding commercially zoned properties.

Dimensional standards for wall signs between the Town's C-2 zoning district and the U.S. Highway 17 Overlay District are attached to this memo.

In the C-2 district, wall signage is limited to one sign per building frontage, with a maximum sign area calculated at one square foot per linear foot of the building wall, up to a maximum of 110 square feet. In contrast, the U.S. Highway 17 Overlay District does not limit the number of wall signs permitted and instead calculates maximum sign area based on the overall building size and wall square footage. The overlay district allows up to one square foot per 75 percent of the total building perimeter, but the total square footage of wall signs may not exceed 10% of the wall it is attached to. The overlay district also allows for more flexibility in the placement of signs.

Currently, the Subject Parcel has an approved ground sign measuring at 43.50 square feet and is currently permitted under the C-2 zoning district. If the requested rezoning is approved, the ground sign would become a legal nonconformity, as it exceeds the maximum allowable sign area within the U.S. Highway 17 Overlay District by 11.5 square feet. If the Subject Parcel is included in the overlay district, the ground sign

may remain in its existing state but would be prohibited from being expanded or modified unless such changes bring it into closer compliance with, or full conformity to the overlay district regulations.

Leland 2045 – Consistency

The proposed rezoning is consistent with the development patterns envisioned in the Leland 2045 Comprehensive Plan. Applying the overlay district to this parcel would extend consistent sign standards to a property that is similarly situated to adjacent commercial uses. This approach supports a more unified and cohesive corridor, which contributes to the overall character and function of the area.

Planning Board Action

At their April 28, 2026, meeting, the Planning Board of the Town of Leland voted 6-0 to recommend Town Council approve the rezoning request to add the Subject Parcel to the U.S. Highway 17 Overlay District, finding it:

1. Consistent with the Leland 2045 Plan strategy of promoting development that is consistent with Leland's vision of itself and of various areas of the Town and Planning Area, based on community input; and
2. Reasonable and in the public interest because the proposed zoning map amendment aligns with existing adjacent commercial uses and supports more cohesive development standards along the corridor.

SUPPORTING PLANS:

Leland 2045 Comprehensive Plan

- Theme of Livable, Diverse and Connected Neighborhoods that Accommodate Growth.
    - Promote development that is consistent with Leland's vision of itself and of various areas of the Town and Planning Area, based on community input.

REQUEST FOR ACTION:

Staff recommends Council adopt Ordinance ORD 26-007, citing the Planning Board's statements that the zoning map amendment is consistent with the Town's adopted plans and reasonable and in the public interest.

PROPERTY OWNER ACKNOWLEDGEMENT FORM

102 Town Hall Drive, Leland, NC 28451
www.townofleland.com

Planning and Inspections Department
Phone 910-371-3390 Fax 910-371-1158

This form shall be submitted as part of the minimum submission requirements for the following applications.

- **General rezoning petitions**
- **Conditional rezoning petitions**
- **Initial zonings in conjunction with a voluntary annexation petition**

If there are multiple property owners, each property owner must complete and submit a copy of this form.

All fields are required.

I, the undersigned, as the property owner, hereby agree to the application for the parcel(s) of land or portions thereof located in Brunswick County, North Carolina, subject to the application filed with the Town of Leland and associated documents containing conditions and site plans (if applicable) for the application type designated below.

Application type acknowledgement (select one per application):

☒ General Rezoning ☐ Conditional Rezoning ☐ Initial zoning

047EC003

List all or portions thereof of Brunswick Count Tax Parcel ID #s (Do not list Parcel PINs)

CFT NV Developments LLC

Property owner listed on Brunswick County Tax Card

Derek Knight

Property owner's printed name (or managing member if applicable)

Derek Knight

Property owner's signature (or managing member if applicable)

Ross McArthur CBW

Representative's title (if applicable)

ipcf2u@gmail.com

Property owner's mailing address (or managing member if applicable)

p2u@usa.com

Email Address



03.01.26

Panda Express
3711 GATEWAY Blvd
Town of Leland, NC

Rezoning Statement Reasonable

Town of Leland NC

Narrative:

1-Factor 1- Panda Express would like to amend the currant Overlay to allow for 36 SF wall sign on the North elevation of restaurant. Zoning Ordinance- Sec. 66-359. 1 restricts signs on North Elevation.

2-Factor 2-Our building North elevation faces a service road and has exposer to both directions to an unimpeded view of Ocean Hwy East.

3-Factor 3-The position of our site and North Wall in proximity to the our neighbors (Loews, HOF Carwash, Dunkin' Donuts) allows them to all have exposer to Hwy 17, but not us. Our building will stand out for the lack of sign exposer to Ocean Hwy.
This inconsistency in sign preference will deviation from our neighbors and the Panda Express National Sign Standard laid out across the country.

4-Factor 4-The speed throughout the area is 35 mph. If our customers miss these turns, they must drive 300 yards to the next turn and drive an addition 1/3 mile to find our location.

5-We are asking to add one illuminated, 6' x 6' Panda Express sign on the North Elevation of our building to improve the site lines to the most critical intersection in the area and add visual consistency to the commercial community.

6-It is noted that our neighbor to the immediate North "Hall of Fame Car Wash" has a sign in the exact position that we are proposing.

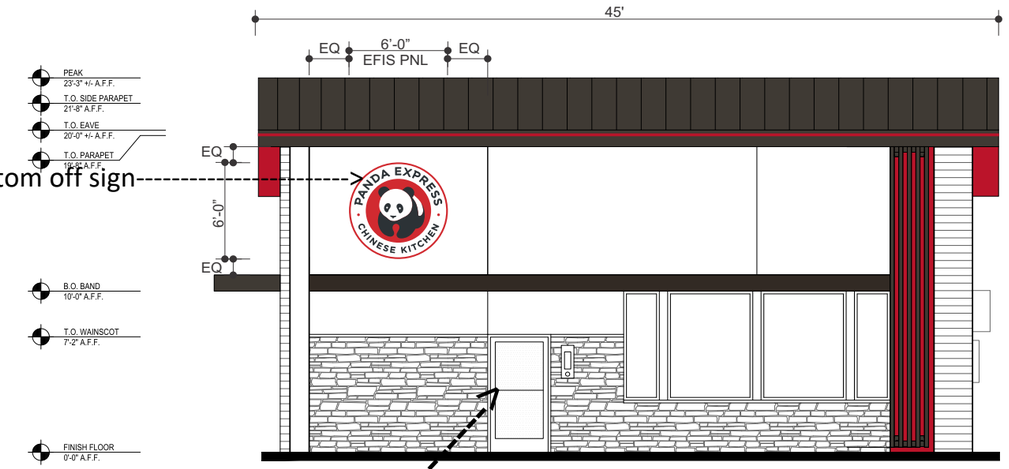
Panda Express Site and Hall of fame Car-wash rear elevation sign





Unimpeded View to Ocean Hwy (Hwy 17)

6 x 6 North Elevation Wall sign.



Front Elevation
Scale: 1/8"=1'-0"

Sign mounted 12' of grade to bottom off sign

Building 23' high

North Elevation

Customer Door

Allen Industries FILE NUMBER:E212503 | Listed MET E212503 Electric Sign Complies with UL48 | THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF **ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE** AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN. | GROUNDED ELECTRICAL CONNECTIONS

Allen Industries
YOUR BRAND AT ITS BEST™
1-800-967-2553
www.allenindustries.com

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Client: **Panda Express (D32523)**

Address: **Gateway Blvd & Ocean Gate Plz**
Leland, NC 28451

Date:	Estimate #:	Job #:	Page #:
03/16/24	E14340	N/A	4 of 33

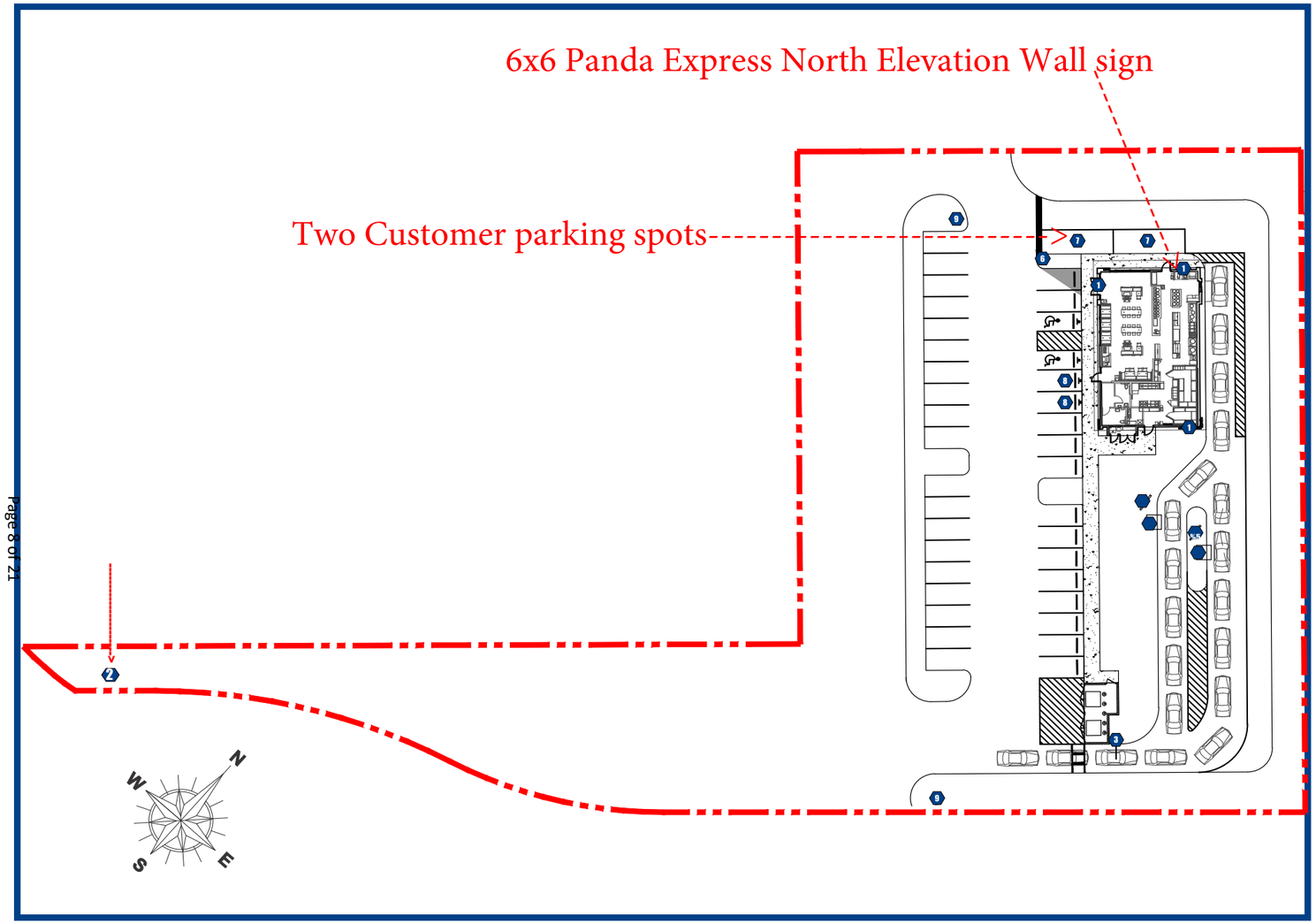
File Name: **PAN_E14340_Leland, NC _204**

Sales:	Design:	PM:
House	T.F.D.	S.P.

#	Date	Description	Initial
1	04/10/24	Revision 201	T.F.D.
2	04/10/24	Update on the Go / New Standards	T.F.D.
3	04/10/24	More Standards & Updates / RMV Pages	T.F.D.
4	05/08/24	New Site / Add Pages Back for 200 Series	T.F.D.
5	-	-	-
6	-	-	-

Client Review Status
Allen Industries, Inc. requires that an approved drawing be obtained from the client prior to any production release or production release revision.

Client Signature: | Approval Date:



SITE PLAN LEGEND

1 6'-0" Lockup

Site Plan
Scale: NTS

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Client: **Panda Express (D32523)**

Address: **Gateway Blvd & Ocean Gate Plz**
Leland, NC 28451

Date:	Estimate #:	Job #:	Page #:
03/16/24	E14340	N/A	3 of 32

File Name: **PAN_E14340_Leland, NC _206**

Sales:	Design:	PM:
House	TFD	CC

#	Date	Description	Initial
1	04/10/24	Revision 201	T.F.D.
2	04/10/24	Update on the Go / New Standards	T.F.D.
3	04/10/24	More Standards & Updates / RMV Pages	T.F.D.
4	05/08/24	New Site / Add Pages Back for 200 Series	T.F.D.
5	07/11/24	Site plan updates	JC
6	-	-	-

Client Review Status
Allen Industries, Inc. requires that an approved drawing be obtained from the client prior to any production release or production release revision.

Client Signature: | Approval Date:

By approving our request for rezoning, this would add consistency to the definition laid out by the City Ordinance, plus be more visibly compatible with other local retail businesses, while preventing a less hazardous traffic and noise situation.

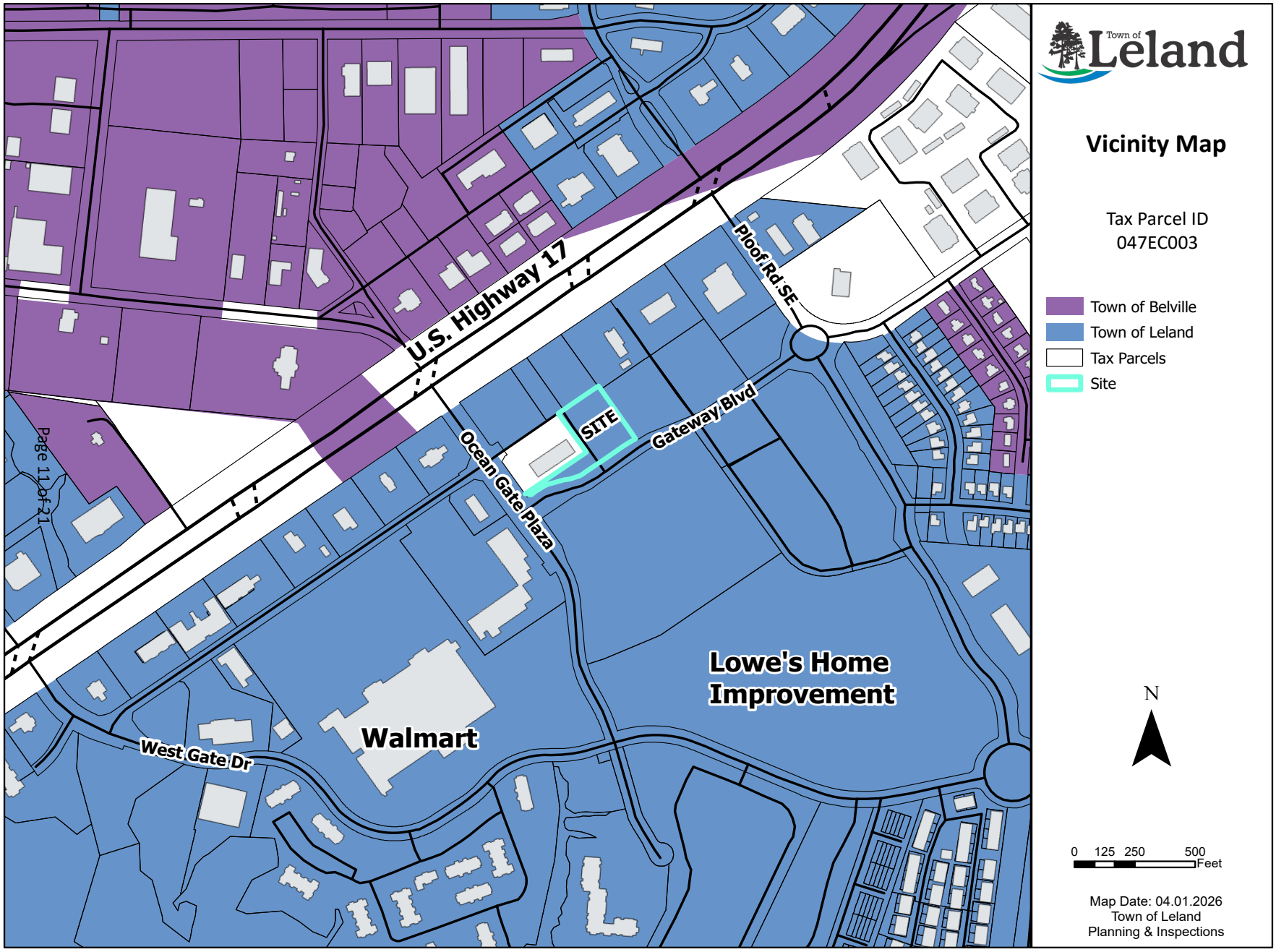
This authorization would not be materially detrimental to the public welfare of the general public or to persons residing and working in the immediate area.

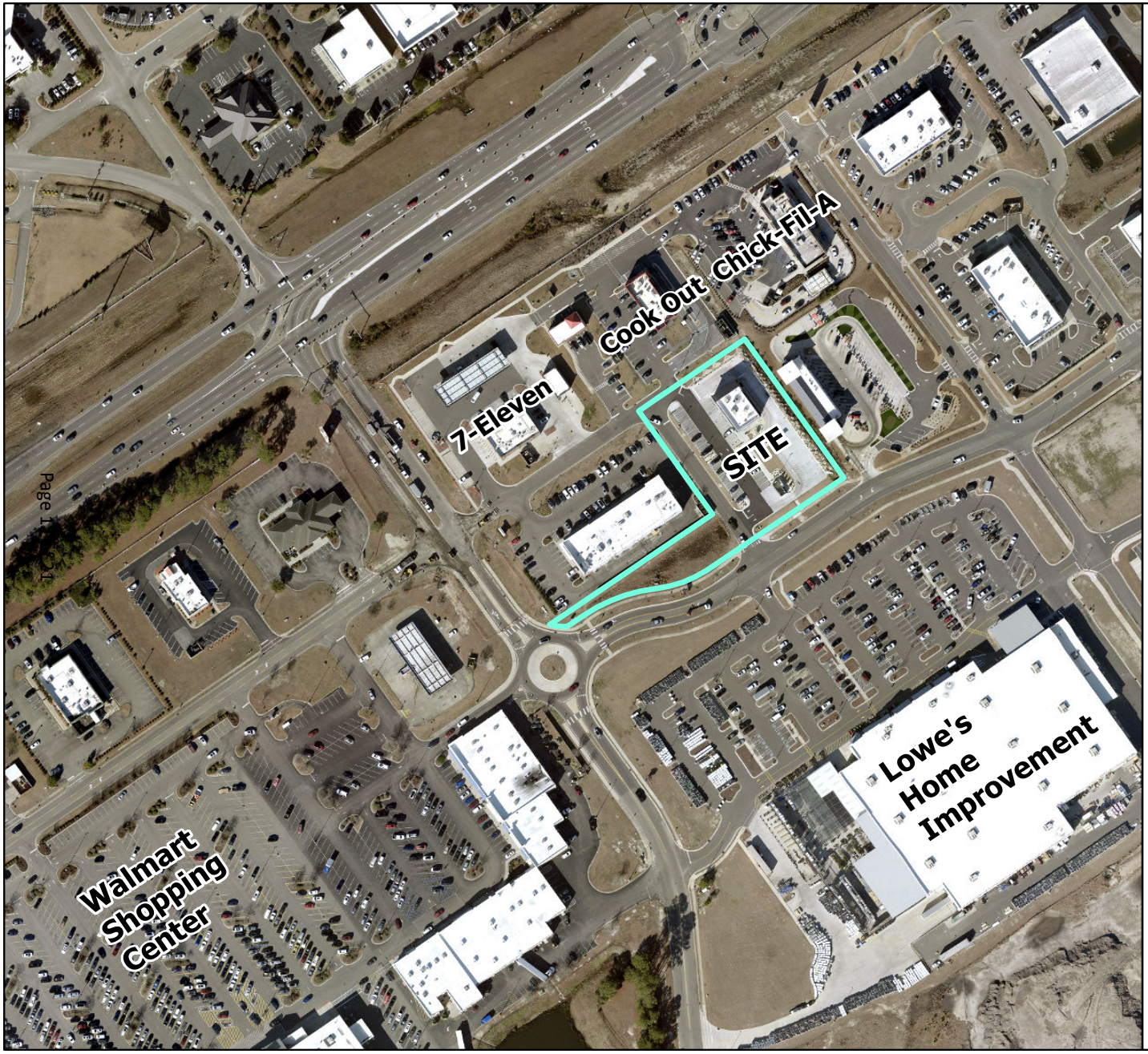
We are respectfully requesting a favorable decision in approving our application.

Ross McArthur

Executive Director
McGaheysville VA 22804

p2u@usa.co
760-274-4325


Town of Leland
Vicinity Map
Tax Parcel ID
047EC003
Town of Belville
Town of Leland
Tax Parcels
Site
U.S. Highway 17
Ploof Rd SE
Gateway Blvd
SITE
Ocean Gate Plaza
West Gate Dr
Walmart
Lowe's Home Improvement
N
0 125 250 500
Feet
Map Date: 04.01.2026
Town of Leland
Planning & Inspections



Town of Leland

Aerial Map

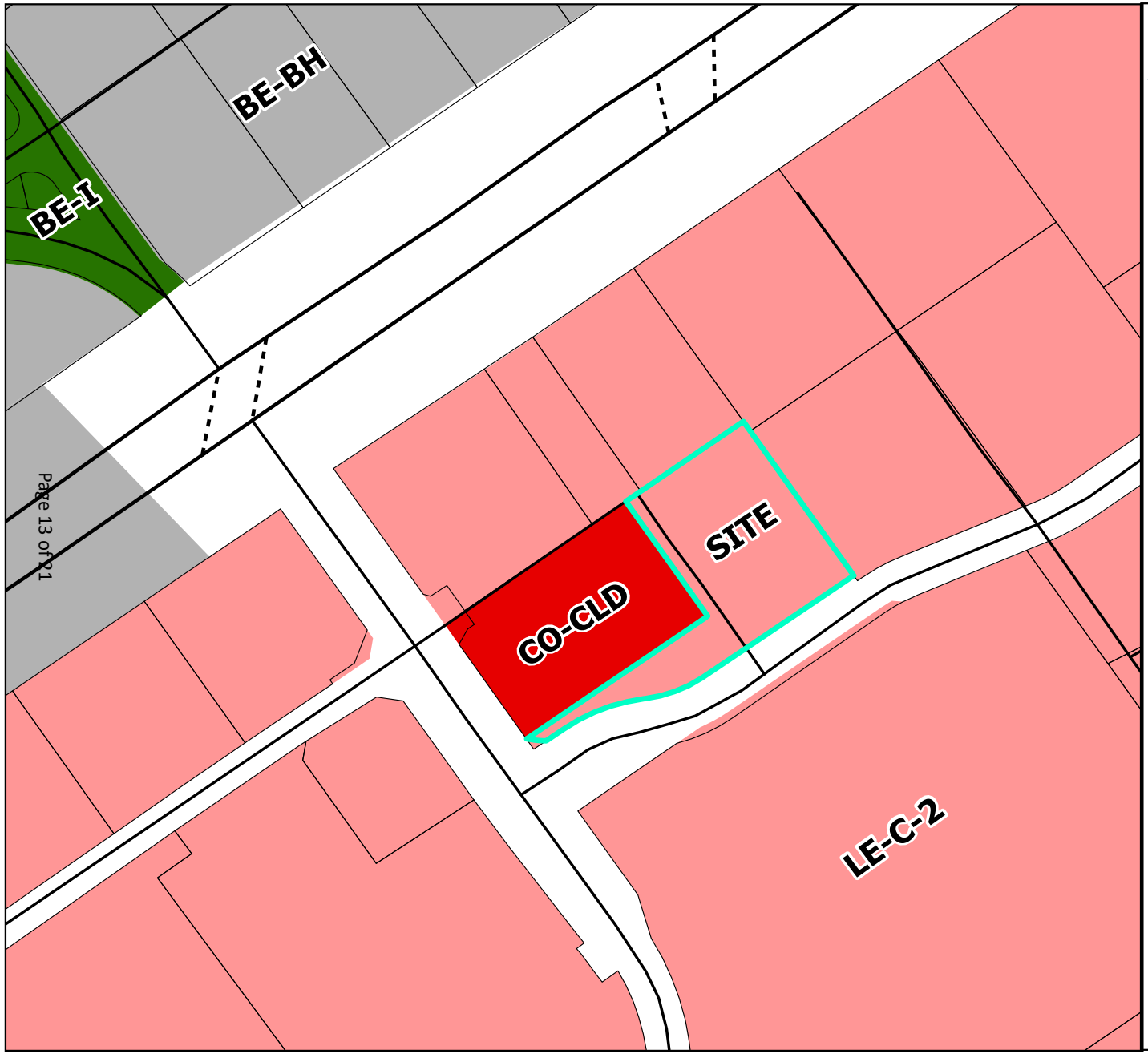
Tax Parcel ID
047EC003

Site
Tax Parcels

N

0 50 100 200 Feet

Map Date: 04.01.2026
Town of Leland
Planning & Inspections



Town of Leland

Current Zoning

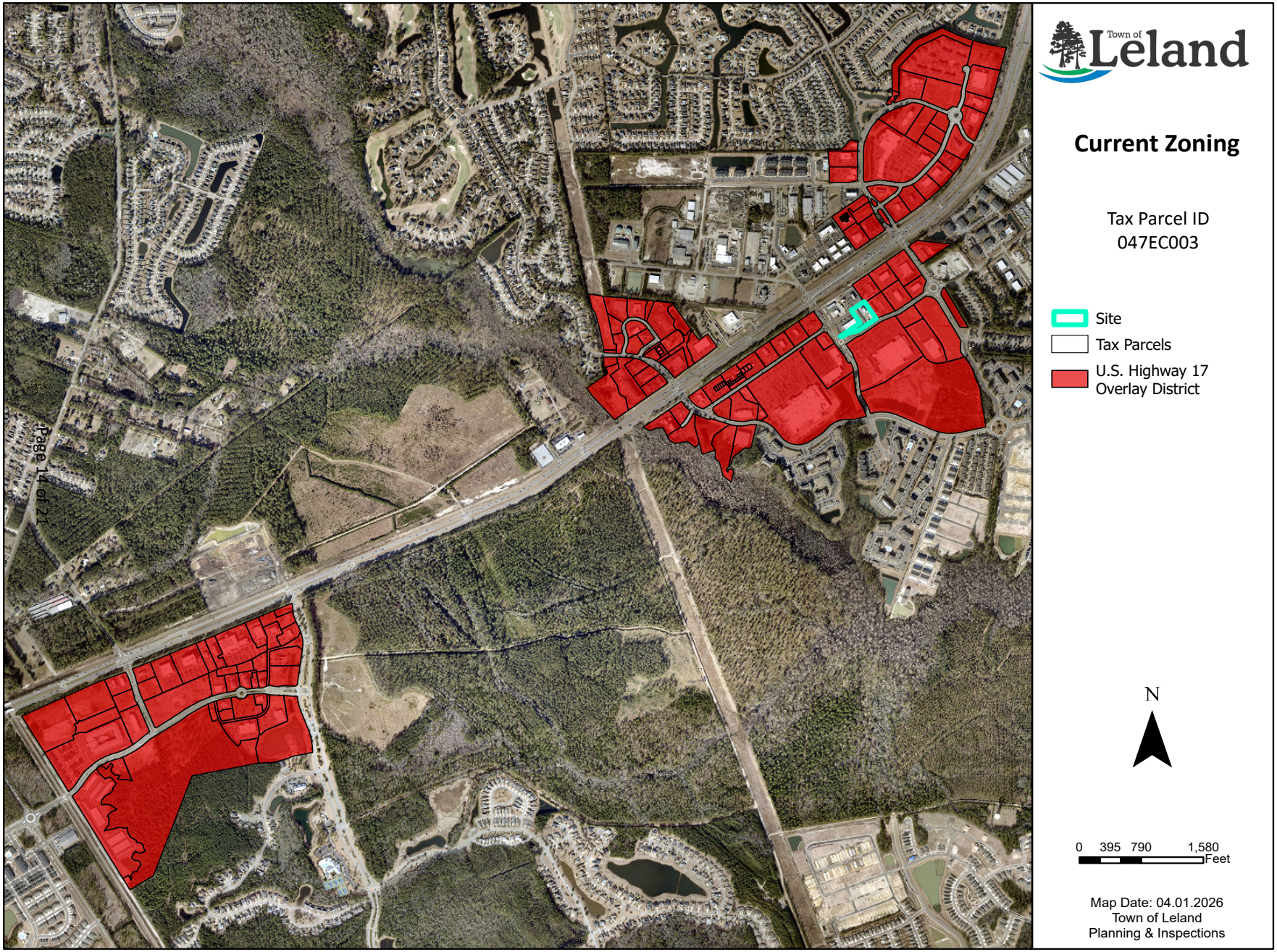
Tax Parcel ID
047EC003

- Site
- Tax Parcels
- BE-BH
- BE-I
- CO-CLD
- LE-C-2

N

0 50 100 200 Feet

Map Date: 04.01.2026
Town of Leland
Planning & Inspections


Town of Leland
Current Zoning
Tax Parcel ID
047EC003
Site
Tax Parcels
U.S. Highway 17
Overlay District
N
0 395 790 1,580
Feet
Map Date: 04.01.2026
Town of Leland
Planning & Inspections



Town of Leland

Current Zoning

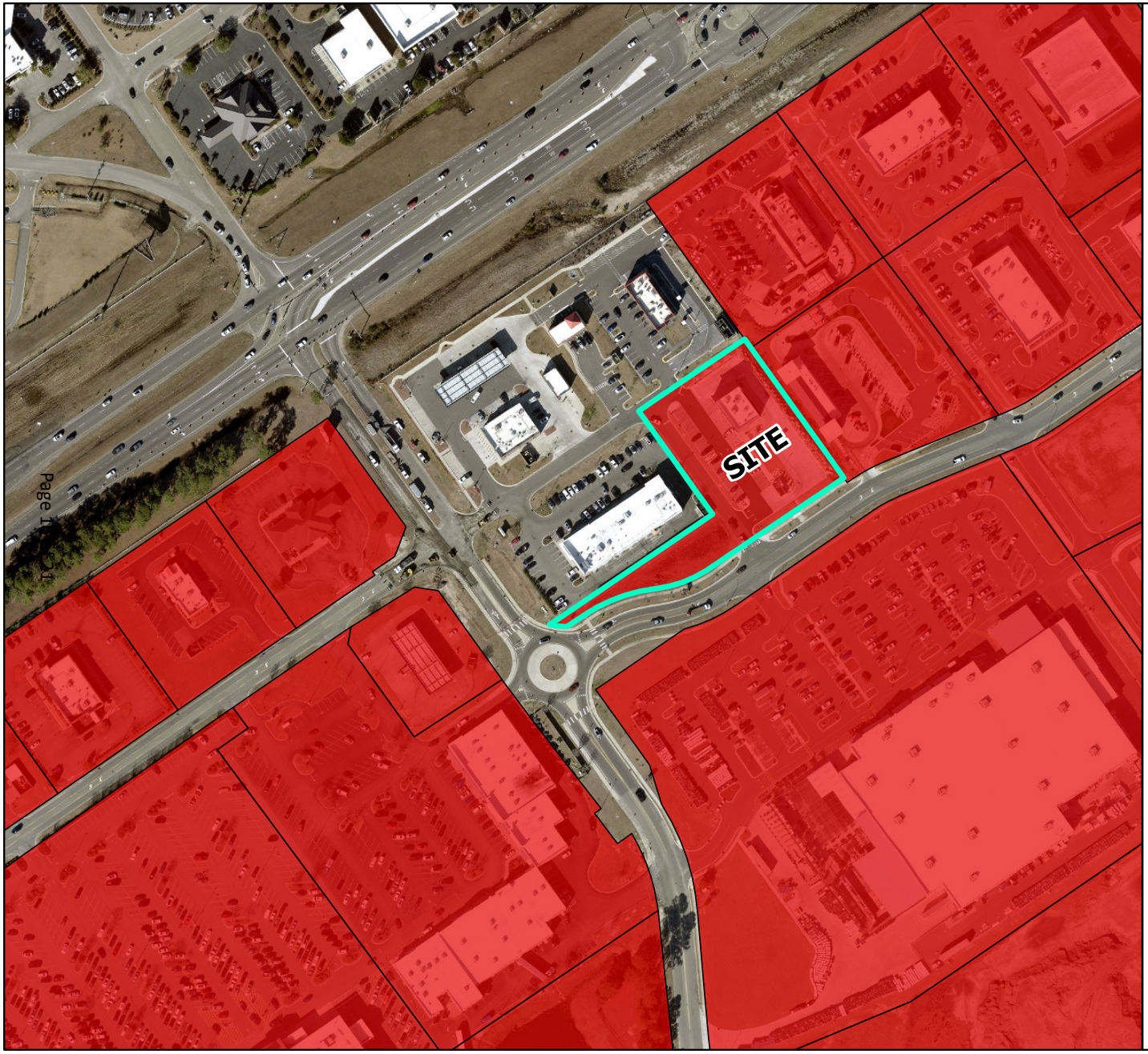
Tax Parcel ID
047EC003

Site
Tax Parcels
U.S. Highway 17 Overlay District

N

0 50 100 200 Feet

Map Date: 04.01.2026
Town of Leland
Planning & Inspections



Town of Leland

Proposed Zoning

Tax Parcel ID
047EC003

Site
Tax Parcels
U.S. Highway 17 Overlay District

N

0 50 100 200 Feet

Map Date: 04.01.2026
Town of Leland
Planning & Inspections

C-2 Dimensional Standards

Sign Type	Number Allowed	Maximum Sign Area	Maximum Height
Ground signs* – Individual businesses	1**	48 square feet	8 feet
Ground signs* – Combined developments	1 per property frontage, per section 66-359	32 sq ft + 10 sq ft per additional tenant (max 100 sq ft)	15 feet
Ground signs* – Residential identification signs	2 per entrance	32 square feet	6 feet
Wall Signs – Individual businesses & combined developments	1 per building frontage + 1 per side/rear parking lot (per section 66-359)	1 sq ft per linear foot of wall (max 110 sq ft)	Not to exceed above the vertical wall
Canopy/Awning Signs – Individual businesses & combined developments	1	12 square feet	N/A
Projecting/Suspended Signs*	1	15 square feet	N/A
Off-premises / Outdoor advertising (billboard) signs	1	378 square feet (on major thoroughfare)	35 feet

All signs shall be located outside of the street right-of-way and sight distance triangle unless otherwise noted in these tables or in this article.

* Ground signs may be monument or bracket signs only.

** Multiple property frontages: Maximum secondary ground sign area is one-half the square footage allowed for the primary sign.

*** See section 66-359(3)g.1 through 4.

U.S. Highway 17 Overlay District Dimensional Standards

Sign Type	Number Allowed	Maximum Sign Area	Maximum Height	Sign Location
Ground Signs* – Individual businesses	1**	32 square feet	8 feet	Outside of street right-of-way and sight triangle
Ground Signs* – Combined developments (see subsection 66-359(6))	1 per frontage, per section 66-359	210 square feet (includes development name and tenants)	28 feet	Outside of street right-of-way and sight triangle
Ground Signs* – Residential identification signs	2 per entrance	130 square feet	12 feet	Per section 66-359(5) ground sign locations
Wall Signs – Individual businesses & combined developments	No maximum	1 sq ft per 75% of total building perimeter, max 10% of any one wall	Not to exceed above the vertical wall	N/A
Canopy/Awning Signs – Individual businesses & combined developments	1	12 square feet	N/A	N/A
Projecting/Suspended Signs	1	15 square feet	N/A	Outside of street right-of-way and sight triangle***

* Ground signs may be monument style only. Pole and pylon styles are prohibited.

** Second ground sign maximum sign area is one-half the square footage allowed for the first sign on double frontage lots. Maximum height of second sign includes a maximum base of two feet. Secondary ground signs for combined developments shall be in compliance with subsection 66-359(6).

*** See section 66-359(3)g.1 through 4.

Ordinance ORD-26-007

Introduced By: Justice Herman
Date: May 21, 2026

Ordinance ORD-26-007 Amending the Official Zoning Map of the Town of Leland to Rezone Brunswick County Tax Parcel ID 047EC003

WHEREAS, N.C.G.S. §160D-601 authorizes local governments to change or modify zone boundaries within their jurisdiction; and

WHEREAS, the amendment set out below is made in accordance with N.C.G.S. §160D-601 and §66-32 of the Code of the Town of Leland.

THEREFORE, BE IT ORDAINED THAT:

1. The Official Zoning Map of the Town of Leland is hereby amended by zoning Brunswick County Tax Parcel ID 047EC003, into the U.S. Highway 17 Overlay District depicted on the attached document labeled as "Exhibit A", attached hereto and incorporated by reference;
2. The Town Council hereby finds as a fact that the property depicted hereinabove is suitable for all uses permitted in the U.S. Highway 17 Overlay District;
3. The Town Council hereby finds the proposed zoning map amendment to be consistent with the Leland 2045 strategy of promoting development that is consistent with Leland's vision of itself and of various areas of the Town and Planning Area, based on community input.
4. The Town Council hereby finds the proposed zoning map amendment to be reasonable and in the public interest because the proposed zoning map amendment aligns with existing adjacent commercial uses and supports more cohesive development standards along the corridor.
5. The Town Clerk is hereby authorized and directed to amend the Official Zoning Map on file in the Office of the Town Clerk in accordance with this Ordinance;
6. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict;
7. If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holdings shall not affect the validity of the remaining portions hereof;
8. This Ordinance shall be effective immediately upon its adoption.

Adopted by Town Council on this 21st day of May, 2026.

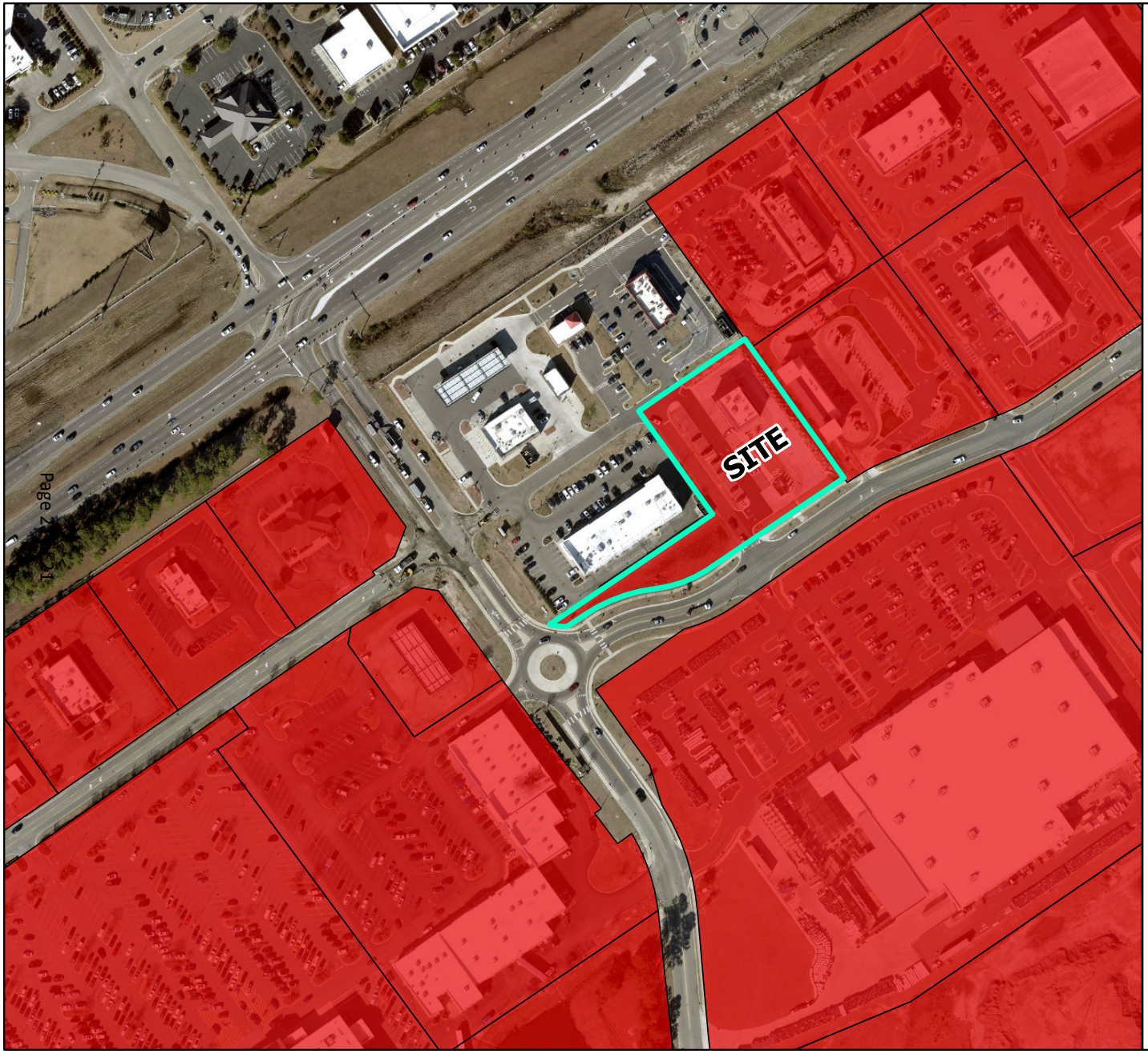
Brenda Bozeman, Mayor

Sabrena A. Reinhardt, Town Clerk

Approved as to Form:

Stephen D. Coggins, Town Attorney

Exhibit A



Town of Leland

Proposed Zoning

Tax Parcel ID
047EC003

Site
Tax Parcels
U.S. Highway 17 Overlay District

N

0 50 100 200 Feet

Map Date: 04.01.2026
Town of Leland
Planning & Inspections

Town of Leland

Growing our future. Nourishing our roots.

STAFF REPORTS

May 2026 Regular Meeting

Public Safety (Police/Fire) 2

Public Works..... 14

Finance 25

Communications.....32

Planning and Inspections.....38

Economic and Community Development.....46

PRCR.....47

Human Resources.....49

Information Technology.....52

Administration.....54

Police Department News

The department hosted the FBI-LEEDA Command Leadership Institute course April 20-24 at Station 51. This class is part of the FBI's Trilogy Series relating to various aspects of leadership.

Officer Joseph Benson attended the INTOX Recertification class April 2 at the Onslow County Sheriff's Office. This course recertifies officers to operate and understand the messages produced on the Intoximeter breath testing instrument for legal breath alcohol tests.

Officer Jordan Hutton attended General Criminal Investigations April 6-10 at the North Carolina Justice Academy. This 40-hour foundational course teaches officers broad yet fundamental investigative procedures necessary to conduct a thorough criminal investigation starting with the initial response and ending with a successful prosecution.

Officer Nathan Silos attended Basic Narcotics training April 13-17 at the Samarcand Training Academy. This training is intended for newly assigned narcotics investigators, patrol officers who wish to become narcotics investigators, and narcotics investigators who have not received training in some time.

Detectives Glenn Payne and Joseph Robeson attended an Emerging Threats Response and Planning Seminar April 15 at Cape Fear Community College. This seminar is intended for personnel dealing with threat intelligence and how to properly plan for potential threats to law enforcement.

Sergeant James Munger and Detective Robert Britton attended the North Carolina Homicide Investigators Association Conference April 20-24 in Cherokee. This conference included speakers from different agencies and information specific to North Carolina homicides and investigations.

Officer Benson attended Radar Forensic Interviewing training April 20-24 at Cape Fear Community College. This course teaches investigators a research-based protocol for interviewing children and adolescents assessed for possible physical or sexual abuse.

Officer Hutton attended Crisis Intervention Training April 20-24 in Supply. This course provides officers with the skills needed to respond to incidents involving individuals with a mental health or substance use crisis, and those with intellectual and developmental disabilities.

Officer James Holbrook attended Lidar certification training April 20 at Cape Fear Community College. This course certifies officers to operate a LIDAR instrument.

Lieutenant Dallas Warren and Sergeant Christian Marshall attended Simunition training April 21-22 at Johnston Community College. This training provides realistic, non-lethal, force-on-force training for law enforcement.

Officer Harrison Hart attended Radar recertification April 22 at Cape Fear Community College. This course ensures officers can continue to operate

their Radar instruments.

Officer Megan Whitehurst attended the Police Law Institute April 27-May 8 at the North Carolina Justice Academy. This course is intended to provide the skills necessary to conduct enforcement activities associated with search warrants, warrantless searches, interviews, eyewitness identifications, and nontestimonial identification orders.

Officer Jason Clemente and Detective Shannon Walker attended Basic Gang Investigations April 27-29 at Cape Fear Community College. This training provides instruction on how to recognize and identify gang members and insignia, ways to develop sources of information about gang activities within the community, and multijurisdictional approaches to gang investigations.

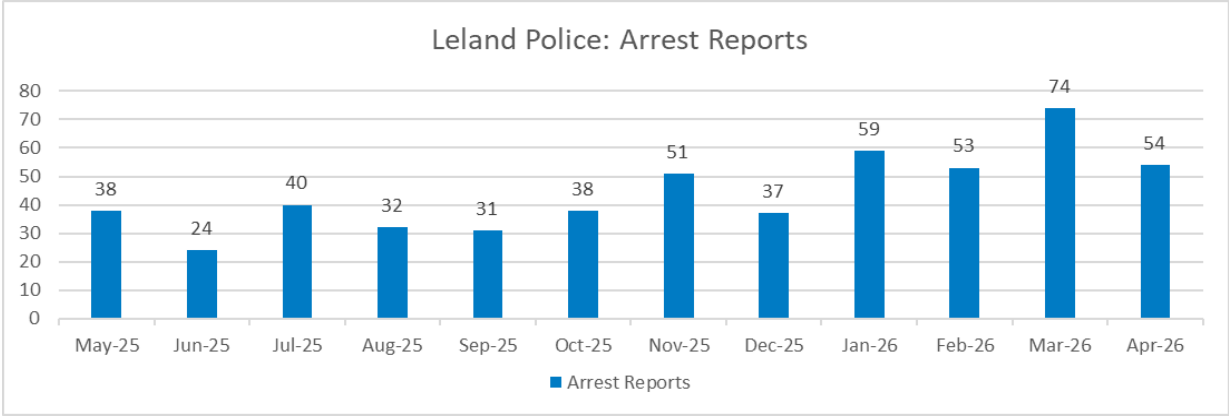
Officer Holbrook attended the INTOX Recertification class April 29 at Bladen Community College. This course recertifies officers to operate and understand the messages produced on the Intoximeter breath testing instrument for legal breath alcohol tests.

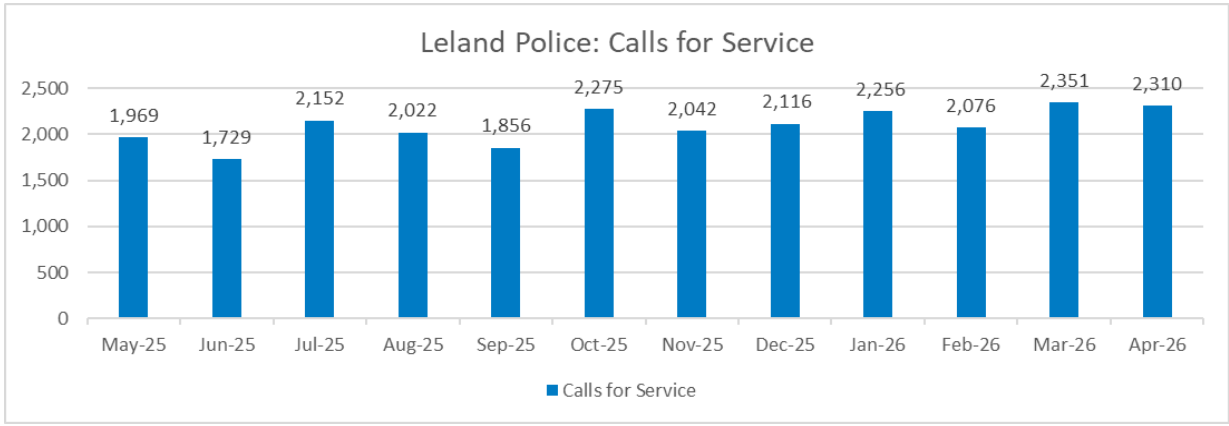
Sergeant Andrew Terry attended the DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor recertification course April 30 at the Wilmington Police Department. This training ensures instructors can continue teaching officers how to conduct SFSTs.

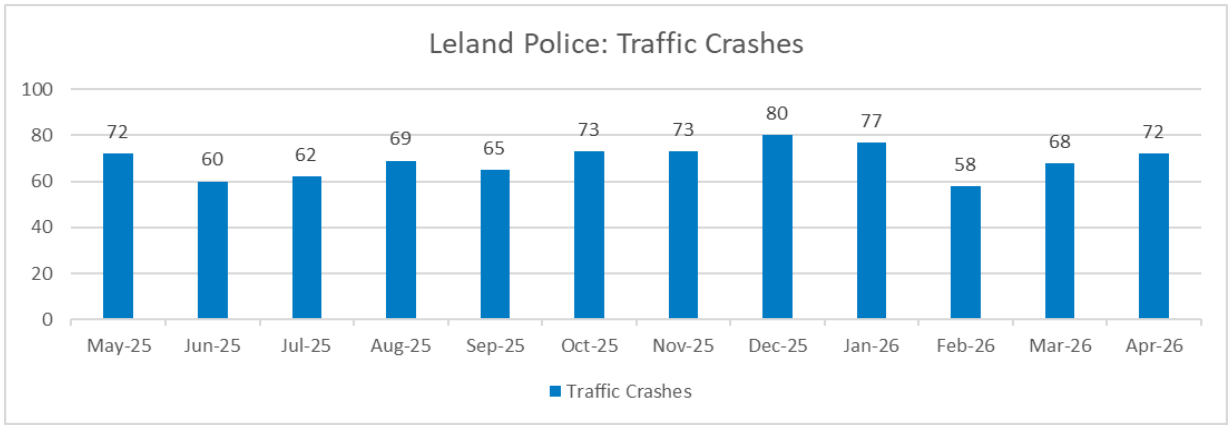
Active Mutual Aid Agreements

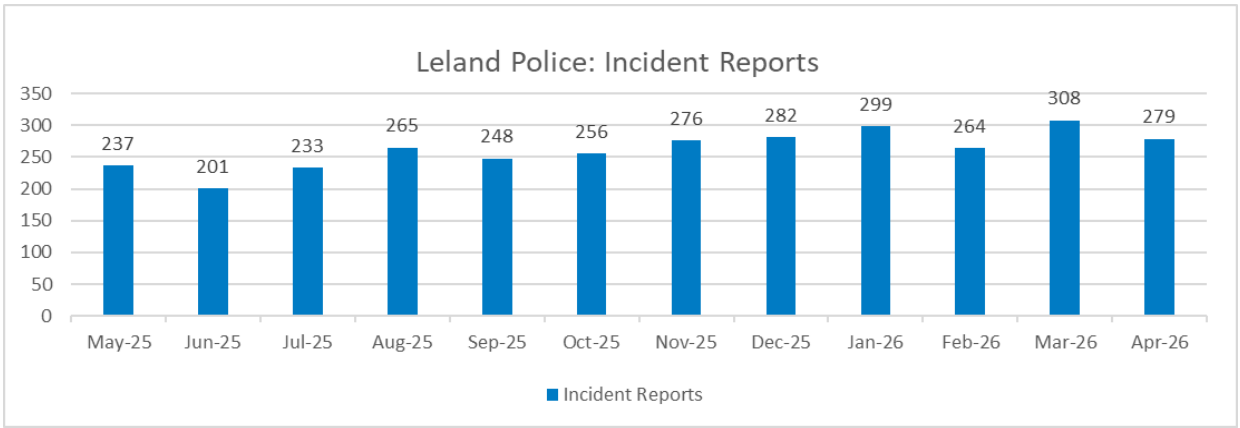
- Bald Head Island
- Boiling Spring Lakes
- Brunswick Community College
- Brunswick County
- Carolina Beach
- Caswell Beach
- DCI
- Duke Energy
- Holden Beach
- Jacksonville
- Navassa
- NCDOT
- NCDMV
- New Hanover County
- Northwest
- Oak Island
- Ocean Isle Beach
- SABLE
- Shallotte
- Southport
- Sunny Point
- Sunset Beach
- Wilmington

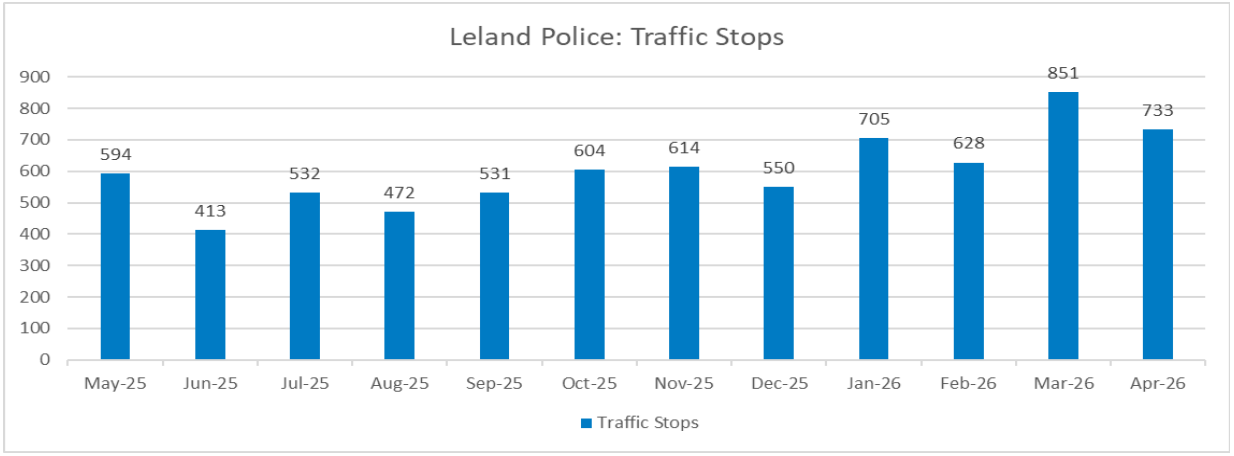
Dashboard


Leland Police: Arrest Reports
80
70
60
50
40
30
20
10
0
38
24
40
32
31
38
51
37
59
53
74
54
May-25
Jun-25
Jul-25
Aug-25
Sep-25
Oct-25
Nov-25
Dec-25
Jan-26
Feb-26
Mar-26
Apr-26
Arrest Reports

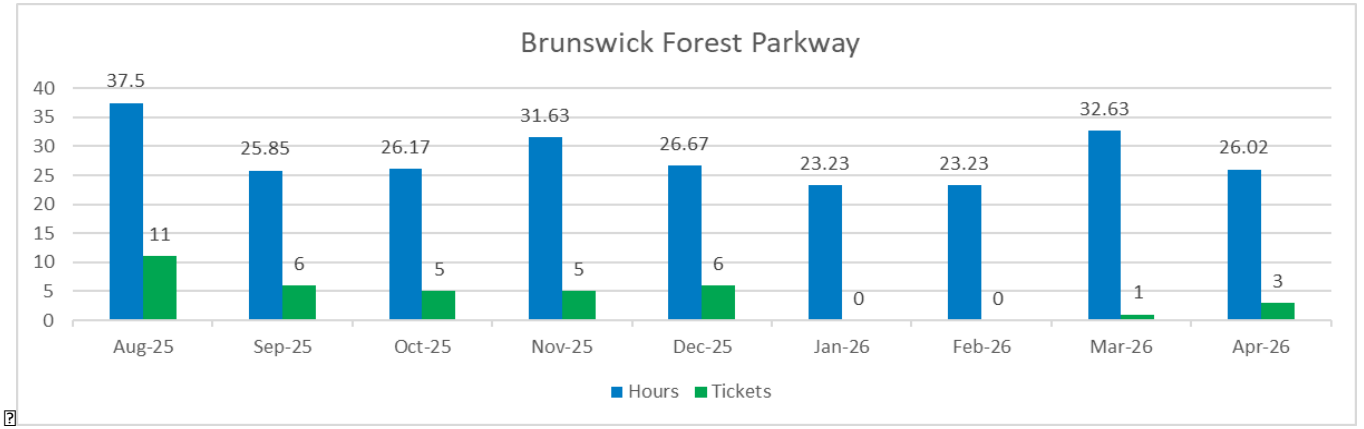

Leland Police: Calls for Service
2,500
2,000
1,500
1,000
500
0
1,969
1,729
2,152
2,022
1,856
2,275
2,042
2,116
2,256
2,076
2,351
2,310
May-25
Jun-25
Jul-25
Aug-25
Sep-25
Oct-25
Nov-25
Dec-25
Jan-26
Feb-26
Mar-26
Apr-26
Calls for Service

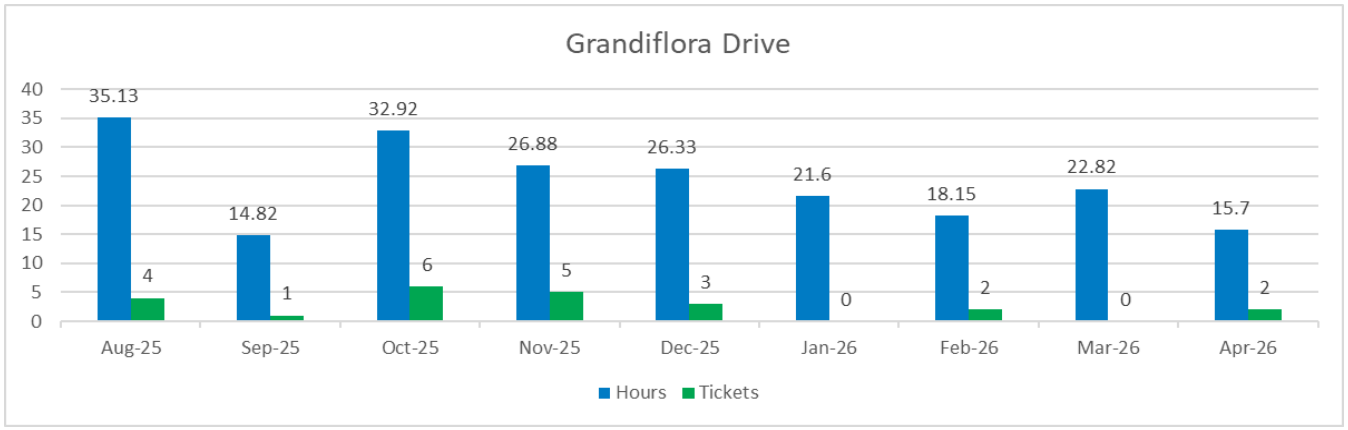

Leland Police: Traffic Crashes
100
80
60
40
20
0
72
60
62
69
65
73
73
80
77
58
68
72
May-25
Jun-25
Jul-25
Aug-25
Sep-25
Oct-25
Nov-25
Dec-25
Jan-26
Feb-26
Mar-26
Apr-26
Traffic Crashes

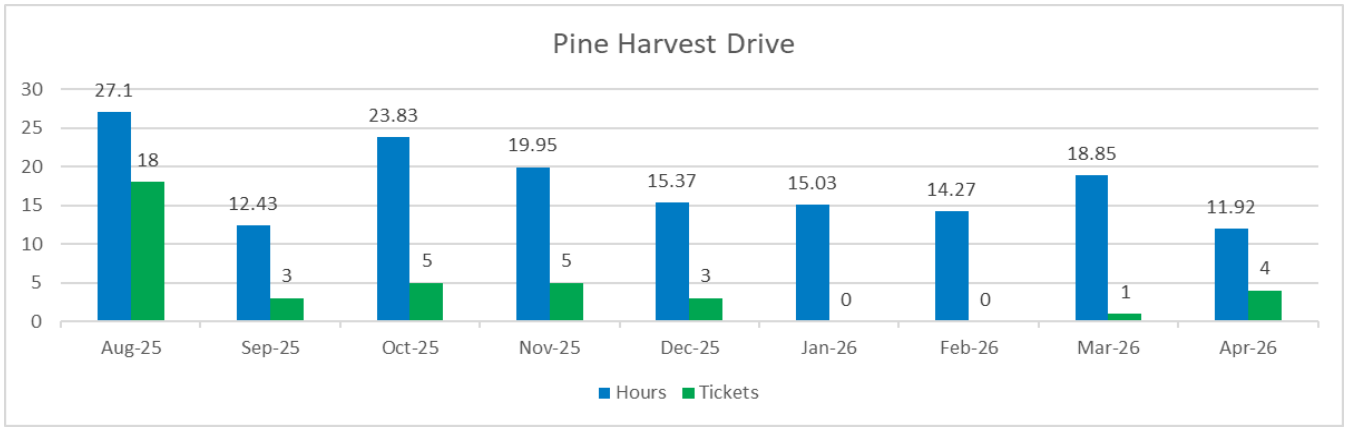

Leland Police: Incident Reports
350
300
250
200
150
100
50
0
237
201
233
265
248
256
276
282
299
264
308
279
May-25
Jun-25
Jul-25
Aug-25
Sep-25
Oct-25
Nov-25
Dec-25
Jan-26
Feb-26
Mar-26
Apr-26
Incident Reports

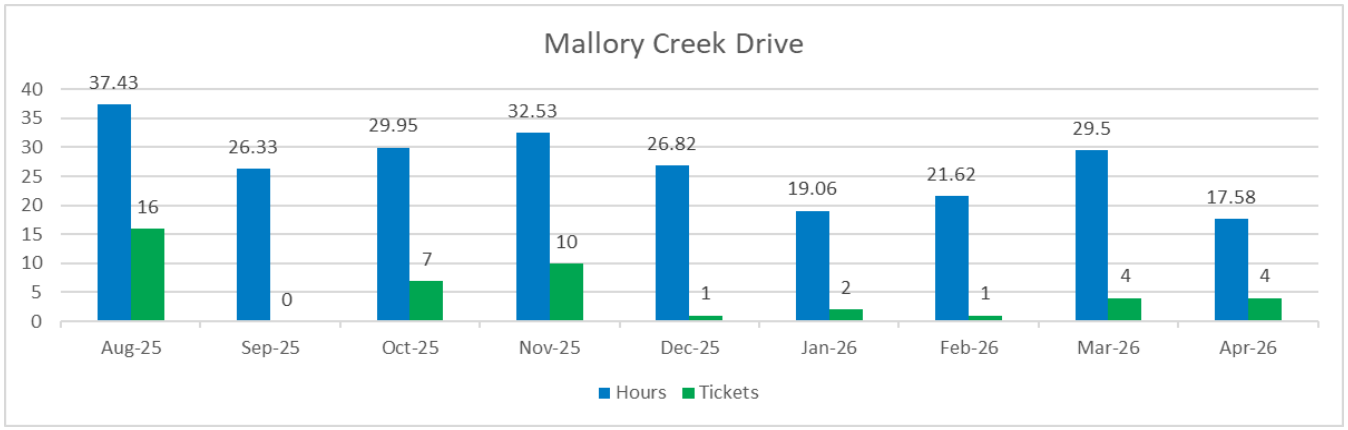


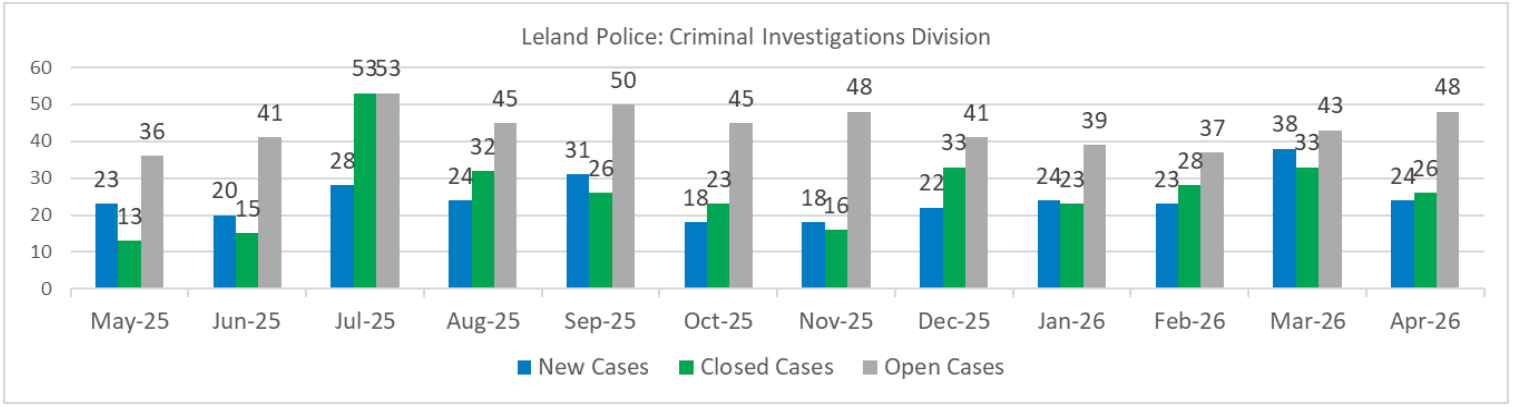
Traffic Focal Areas




Grandiflora Drive
40
35
30
25
20
15
10
5
0
35.13
4
14.82
1
32.92
6
26.88
5
26.33
3
21.6
0
18.15
2
22.82
0
15.7
2
Aug-25
Sep-25
Oct-25
Nov-25
Dec-25
Jan-26
Feb-26
Mar-26
Apr-26
Hours
Tickets


Pine Harvest Drive
30
25
20
15
10
5
0
27.1
18
12.43
3
23.83
5
19.95
5
15.37
3
15.03
0
14.27
0
18.85
1
11.92
4
Aug-25
Sep-25
Oct-25
Nov-25
Dec-25
Jan-26
Feb-26
Mar-26
Apr-26
Hours
Tickets


Mallory Creek Drive
40
35
30
25
20
15
10
5
0
37.43
16
26.33
0
29.95
7
32.53
10
26.82
1
19.06
2
21.62
1
29.5
4
17.58
4
Aug-25
Sep-25
Oct-25
Nov-25
Dec-25
Jan-26
Feb-26
Mar-26
Apr-26
Hours
Tickets


Leland Police: Criminal Investigations Division
60
50
40
30
20
10
0
May-25: 23, 13, 36
Jun-25: 20, 15, 41
Jul-25: 28, 53, 53
Aug-25: 24, 32, 45
Sep-25: 31, 26, 50
Oct-25: 18, 23, 45
Nov-25: 18, 16, 48
Dec-25: 22, 33, 41
Jan-26: 24, 23, 39
Feb-26: 23, 28, 37
Mar-26: 38, 33, 43
Apr-26: 24, 26, 48
New Cases
Closed Cases
Open Cases

Animal Services Report							
	CFS	Cats Picked up	Dogs Picked up	Transported	Traps	Citations	Bites
May-25	67	3	1	4	5	0	5
Jun-25	47	0	3	3	0	0	3
Jul-25	42	0	4	4	0	0	1
Aug-25	38	1	4	2	0	0	4
Sep-25	43	0	12	12	0	0	4
Oct-25	42	0	6	5	0	1	6
Nov-25	43	0	4	4	0	1	6
Dec-25	34	0	4	2	0	2	2
Jan-26	34	0	3	3	0	1	5
Feb-26	54	0	7	5	0	4	1
Mar-26	53	15	5	7	3	1	3
Apr-26	79	0	3	3	1	2	8
Totals	542	19	56	54	9	12	48

Fire Department News

In addition to answering calls, staff accomplished numerous tasks in April:

- Assisted nine homeowners with smoke alarm installations or battery replacements
- Conducted one station/engine tour
- Conducted hands-only CPR training for Compass Pointe residents
- Participated in a community event hosted by Petsense

Training and Safety Captain Roger Rozell joined the department. Neil Patterson was promoted to Senior Firefighter. An Oath of Office Ceremony was held to swear in Fire Chief Shelton James.

Fire Apparatus Engineer Nick Shofer attended a CPR Instructor course. This training allows FAE Shofer to become qualified to teach CPR.

All three shifts completed company operations training at the Cape Fear Community College North Campus Training Grounds. This hands-on training focused on first-due engine arrival scenarios, hoseline advancement drills, search drills with victim removal, vertical ventilation, vent-enter-isolate-search tactics, Rapid Intervention Team scenarios, and Mayday scenarios.

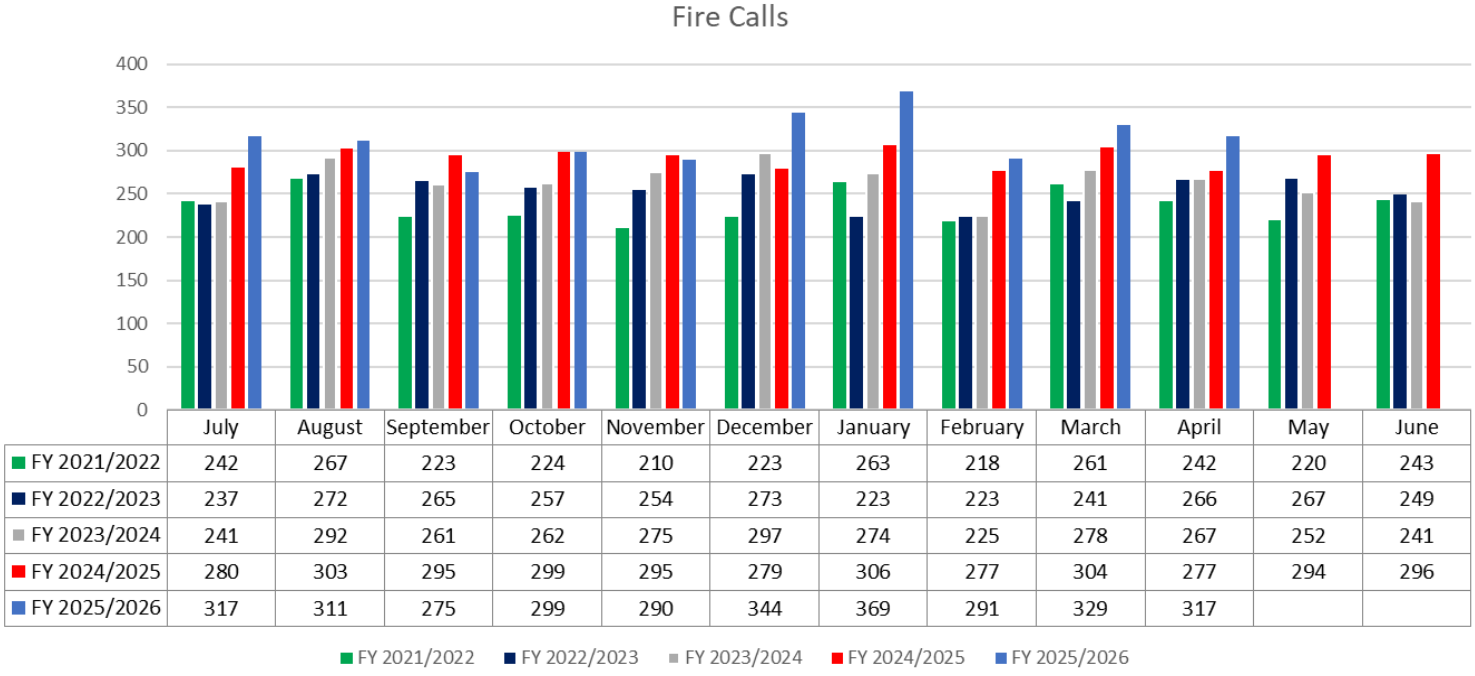
A and B shifts completed the first part of Thermal Imaging Camera (TIC) school. The training focused on classroom instruction and basic TIC operations. This training is designed to teach firefighters how to effectively use, interpret, and rely on thermal imaging technology for search and rescue, fire attack, and overhaul.

In April, the department continued its transition to a new method of documenting responses, which has caused a delay in this month's data. Future reports will include this information.

Active Mutual Aid Agreements

- Bald Head Island Department of Public Safety
- Boiling Spring Lakes Fire Rescue
- Bolivia Volunteer Fire Department
- Calabash Volunteer Fire Department
- Civietown Volunteer Fire Rescue
- Grissettown Longwood Volunteer Fire & Rescue Department
- Navassa Volunteer Fire Department
- North Carolina Incident Mutual Aid System
- New Hanover County Fire Rescue
- Northwest Volunteer Fire Department
- Oak Island Fire Department
- Ocean Isle Beach Fire Department
- Shallotte Fire & Rescue Department
- Shallotte Point Volunteer Fire Department
- Southport Fire Department
- St. James Volunteer Fire Department
- Sunny Point Military Ocean Terminal
- Sunset Beach Fire Department
- Sunset Harbor & Zion Hill Volunteer Fire Department
- Supply Volunteer Fire Department
- Tri-Beach Volunteer Fire Department
- Waccamaw Volunteer Fire & Rescue Department
- Wilmington Fire Department
- Winnabow Volunteer Fire Department
- Yaupon Beach Volunteer Fire Department

Dashboard



	July	August	September	October	November	December	January	February	March	April	May	June
FY 2021/2022	242	267	223	224	210	223	263	218	261	242	220	243
FY 2022/2023	237	272	265	257	254	273	223	223	241	266	267	249
FY 2023/2024	241	292	261	262	275	297	274	225	278	267	252	241
FY 2024/2025	280	303	295	299	295	279	306	277	304	277	294	296
FY 2025/2026	317	311	275	299	290	344	369	291	329	317		

Public Works Department News

Staff generated 208 work orders in April and completed 193 (93%).

Construction Inspector Tyler Barth earned his Level I Erosion & Sediment Control Inspector Certificate from NC State University.

The Streets Department will be filling an open position for Maintenance Technician Level II in May.

Streets Updates

Work Priorities and Initiatives

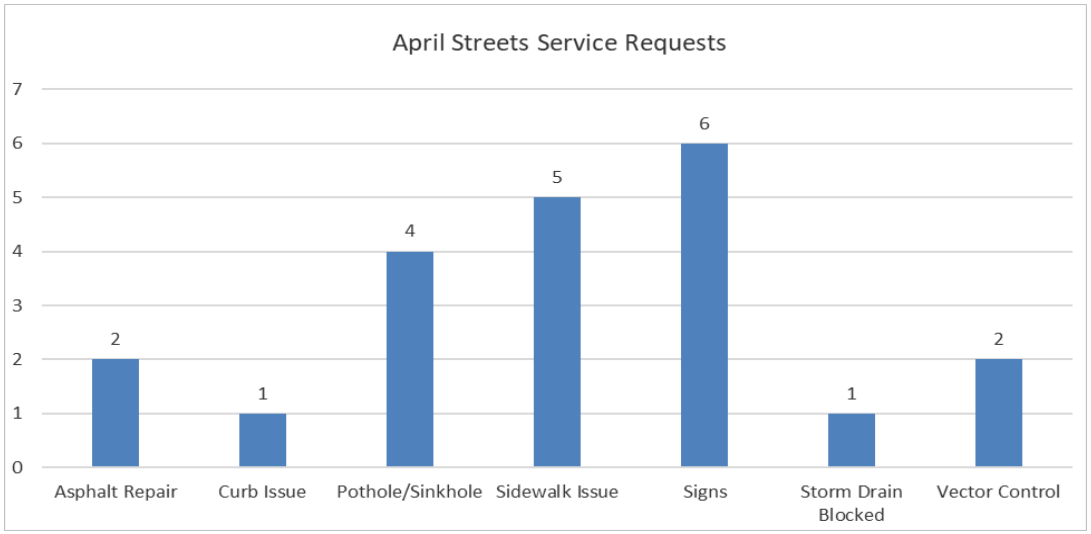
- Staff will focus on repairing sidewalks damaged by tree roots, damaged concrete curbing, and deteriorating asphalt.
- Staff will continue to grade and prepare Founders Park for irrigation and sod installation.

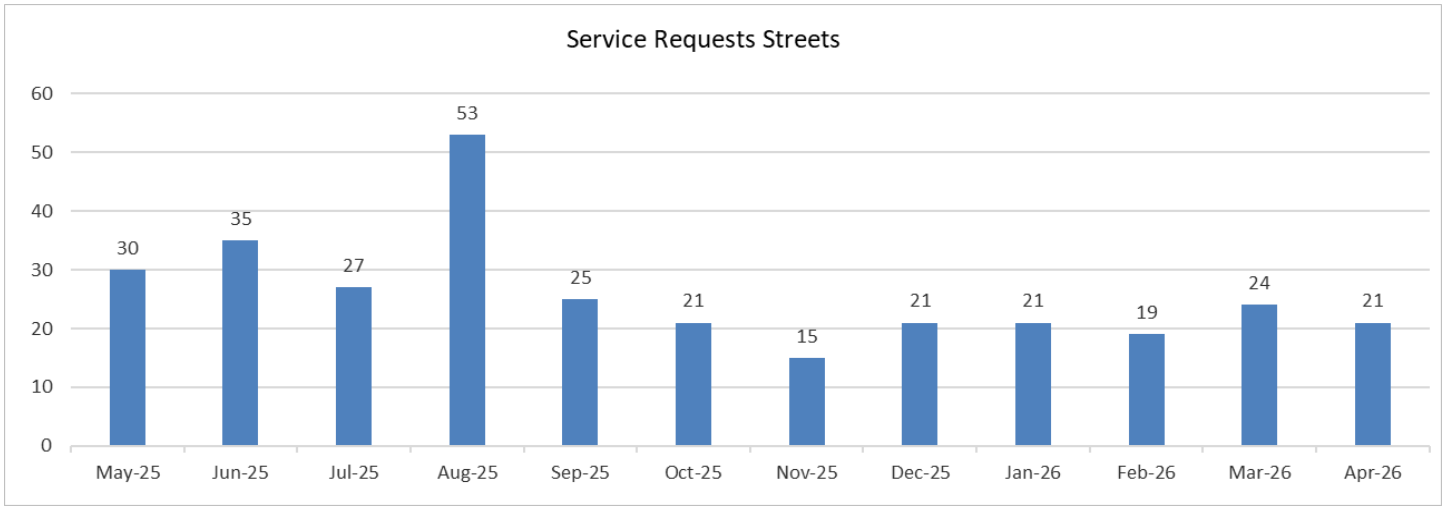
Projects Completed

- Staff removed and replaced 175 linear feet of damaged and deteriorating concrete curbing on Beaumont Court in Magnolia Greens. This work completes this project with a total of 425 linear feet of curb removed and replaced.
- Staff repaired potholes at several locations throughout Town.
- Staff repaired a sinkhole in Windsor Park.
- Staff removed and replaced damaged sidewalks in Brunswick Forest, Magnolia Greens, and Waterford.
- Staff removed trees which were damaging sidewalks in Magnolia Greens. Sidewalk replacement will take place over the summer.
- Staff made large asphalt repairs on Oak Lane and Ridgemont Drive in Magnolia Greens.
- Staff made repairs to ditches and driveway crossings on W B and S Road and Grace Point in Mallory Creek.

Work Order Summary

- Streets generated 21 work orders in April, with the majority being signs (6), sidewalk issues (5), and pothole/sinkhole related (4).
- Streets completed 16 work orders in April, with an approximate expense of $55,00 in labor, equipment, and materials to complete these work orders. The bulk of this expense was in employee costs ($25,300) and equipment costs ($24,900).


April Streets Service Requests
7
6
5
4
3
2
1
0
2
1
4
5
6
1
2
Asphalt Repair
Curb Issue
Pothole/Sinkhole
Sidewalk Issue
Signs
Storm Drain Blocked
Vector Control


Service Requests Streets
60
50
40
30
20
10
0
30
35
27
53
25
21
15
21
21
19
24
21
May-25
Jun-25
Jul-25
Aug-25
Sep-25
Oct-25
Nov-25
Dec-25
Jan-26
Feb-26
Mar-26
Apr-26

Grounds Updates

Work Priorities and Initiatives

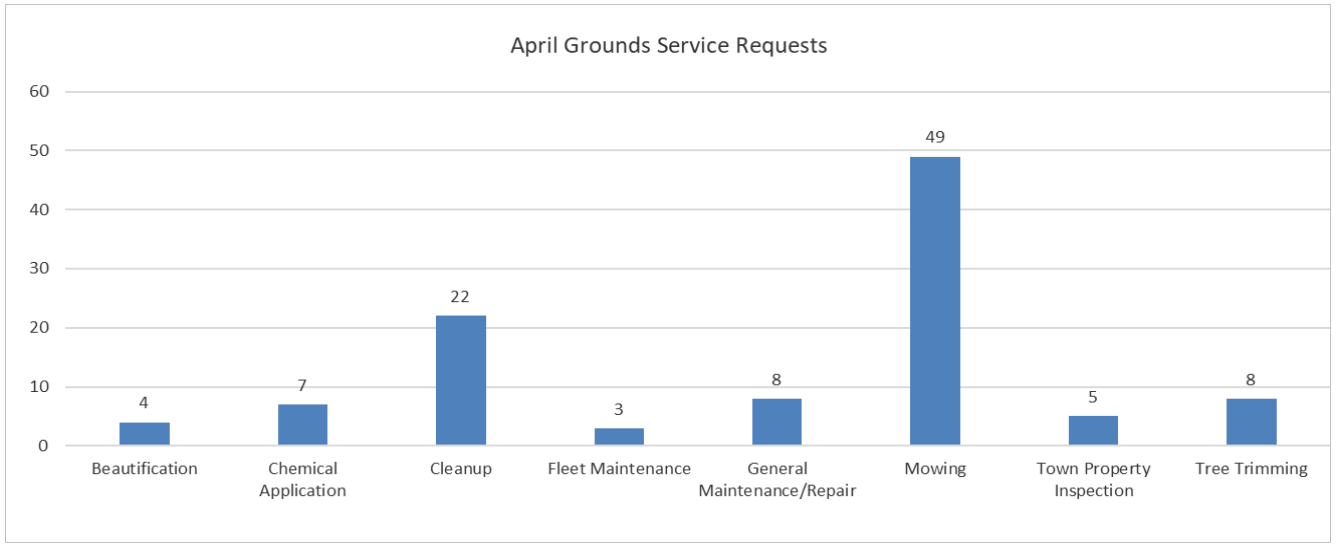
- Staff will begin installing annuals and continue installing mulch in the ornamental beds throughout Town-maintained properties.
- Staff will install new trees inside the Ocean Gate Plaza right-of-way.
- Staff will work with Carolina EZ Dock to reposition the kayak launch on the floating dock at Cypress Cove Park.
- Staff will continue to perform lawn maintenance at Town-owned properties and parks.
- Staff will continue to clear underbrush/vegetation on Town-owned properties to enhance their appearance.
- Staff will continue working on Northgate retention pond area washouts.
- Staff will begin to repair irrigation heads at Town Hall.
- Staff will work on creating a beautification plan for the exit ramps onto Village Road.

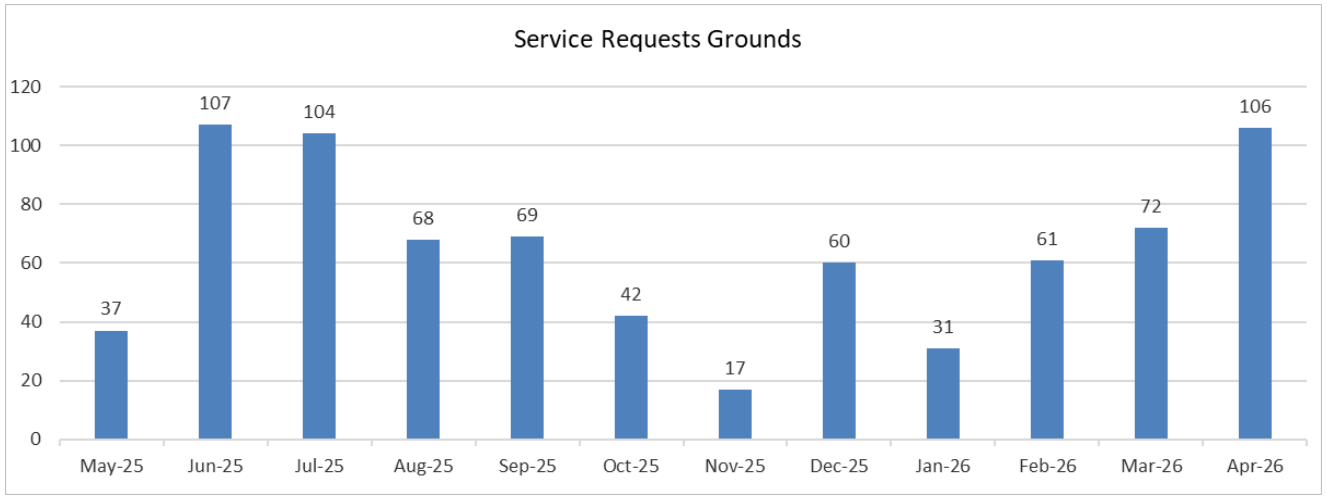
Projects Completed

- Staff successfully removed annuals in the ornamental beds at Town Hall and other Town-owned properties.
- Staff applied fertilizer to the lawn areas at the former Fire Station 51 on Village Road, Fire Stations 51, 52, and 53, as well as Cypress Cove Park, Westgate Nature Park, and the Leland Disc Golf Course.
- Staff successfully added ADA access for fishing on the dock at Cypress Cove Park.

Work Order Summary

- Grounds generated 106 work orders in April, with most of them being mowing (49), cleanup (22), general maintenance/repair (8), and tree trimming related (8).
- Grounds completed 105 work orders in April, with an approximate expense of $34,000 in labor and equipment to complete these work orders.


April Grounds Service Requests
60
50
40
30
20
10
0
4
7
22
3
8
49
5
8
Beautification
Chemical Application
Cleanup
Fleet Maintenance
General Maintenance/Repair
Mowing
Town Property Inspection
Tree Trimming


Service Requests Grounds
120
100
80
60
40
20
0
37
107
104
68
69
42
17
60
31
61
72
106
May-25
Jun-25
Jul-25
Aug-25
Sep-25
Oct-25
Nov-25
Dec-25
Jan-26
Feb-26
Mar-26
Apr-26

Operations Updates

Work Priorities and Initiatives

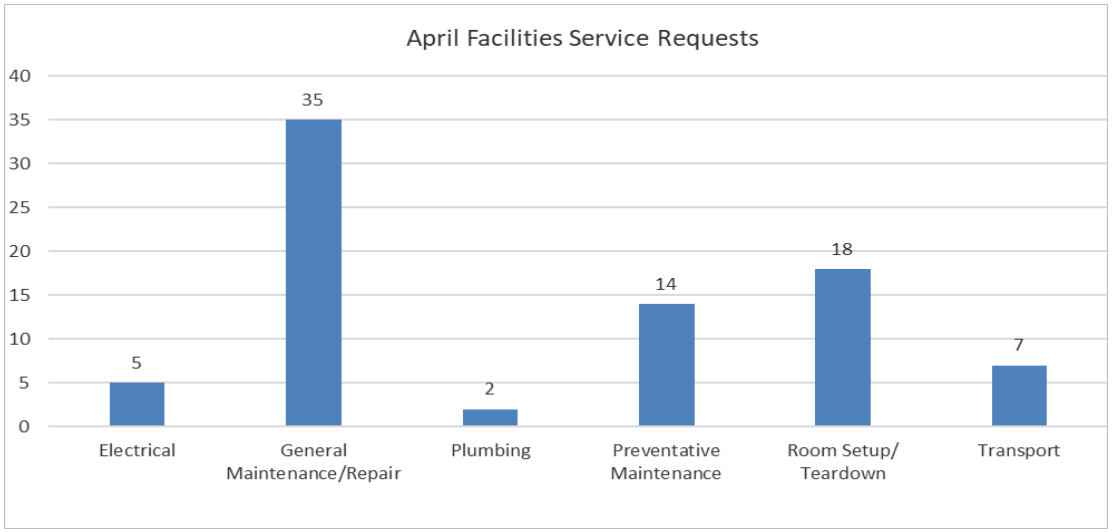
- Staff will be training on the lighting and electrical panel at Founders Park.
- Staff are working on inspecting electrical and HVAC systems at Town Hall.
- Staff will be attending online training through the ISSA Cleaning Management Institute.
- Staff are in the process of training Tidewater Aquatics of Leland, who will be assisting with splash pad monitoring on weekends and holidays.
- Staff will continue to install new LED lights at Fire Station 52 and the MOC.
- Staff are working on new training programs for safety, HVAC, electrical, and custodial needs for 2026.
- Staff will continue performing annual maintenance on all Town-owned generators in May.
- Staff will continue to work on a final detailed preventative maintenance plan for each Town facility.
- Staff are working on preventive maintenance on all ice machines.
- Staff are working on cleaning all facility closets.

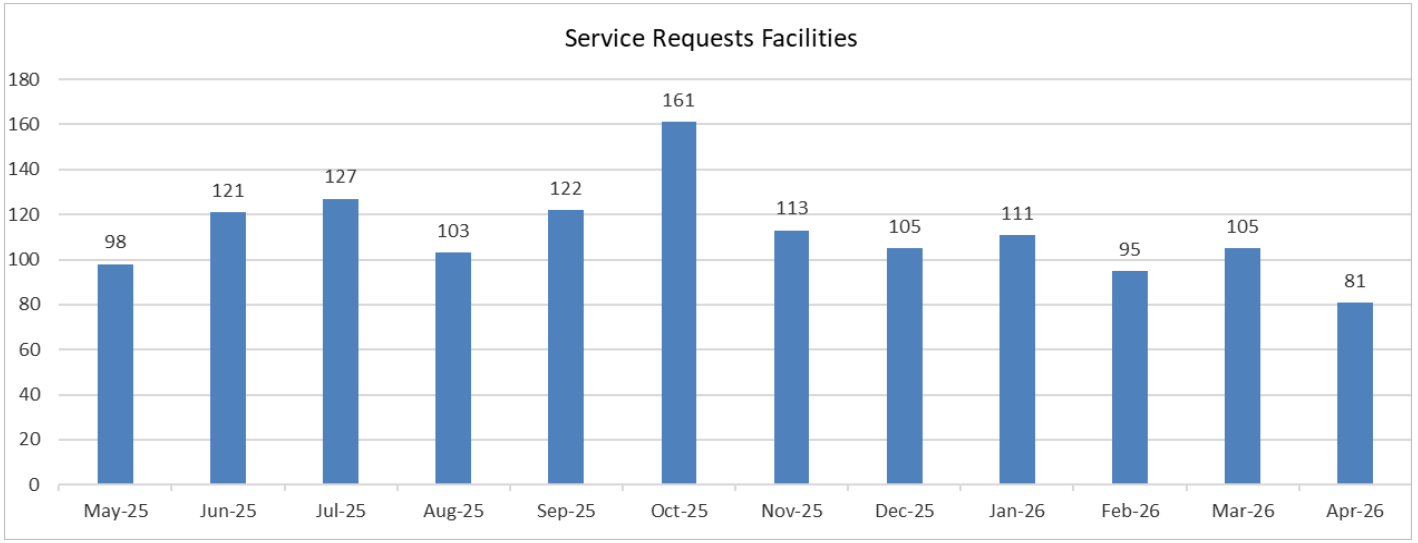
Projects Completed

- Staff completed training on splash pad operations.
- Staff and BFPE completed inspections of all Town facilities.
- Staff completed all repairs in the splash pad pump room.
- Staff replaced all HVAC air filters at Town Hall.

Work Order Summary

- Operations generated 81 work orders in April, with most of them being general maintenance/repair (35), room setup/teardown (18), and preventative maintenance related (14).
- Operations completed 72 work orders in April, with an approximate expense of $8,400 in labor and materials.


April Facilities Service Requests
40
35
30
25
20
15
10
5
0
5
35
2
14
18
7
Electrical
General Maintenance/Repair
Plumbing
Preventative Maintenance
Room Setup/ Teardown
Transport


Service Requests Facilities
180
160
140
120
100
80
60
40
20
0
98
121
127
103
122
161
113
105
111
95
105
81
May-25
Jun-25
Jul-25
Aug-25
Sep-25
Oct-25
Nov-25
Dec-25
Jan-26
Feb-26
Mar-26
Apr-26

Town Project Updates

Projects In Design

- Baldwin Drive Improvements
- Brunswick Village Boulevard Northeast Extension
- Gateway District Utility Resiliency
- Leland Unpaved Roads Improvements
- Loblolly Park
- Low Country Boulevard Culvert Improvements
- 2025-2026 Roadway Resurfacing
- Sturgeon Creek Park
- U.S. Highway 17 Pedestrian Crossing
- West Gate Drive Pedestrian Improvements

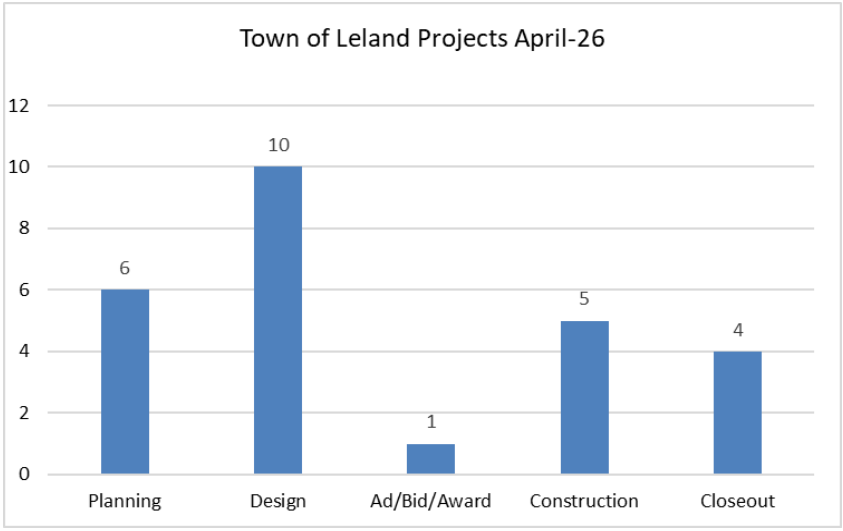
Projects In Ad/Bid/Award

- CDBG Housing Construction

Projects In Construction

- 860 Appleton Way Demo – 20% complete
- Founders Park Amphitheater Rebuild – 99% complete
- Ocean Gate Plaza Roundabout – 90% complete
- Settler's Village Connector Road – 85% complete
- Town Hall Expansion and Renovation – 98% complete

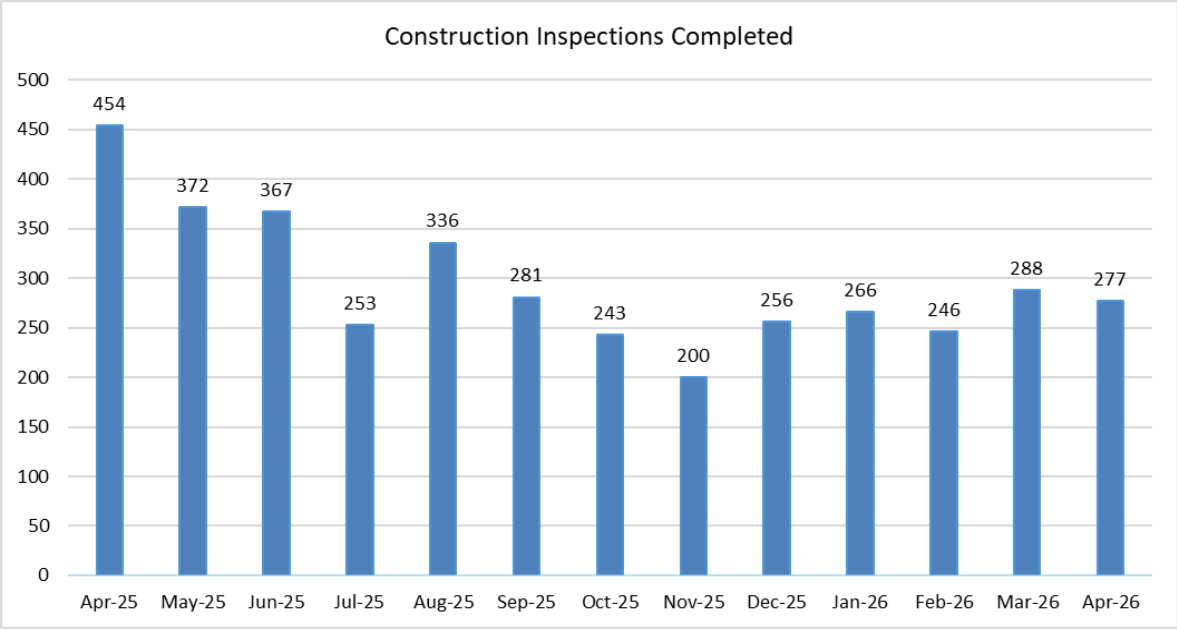
Full project details can be found on the Town website.


Town of Leland Projects April-26
12
10
8
6
4
2
0
6
10
1
5
4
Planning
Design
Ad/Bid/Award
Construction
Closeout

Construction Inspections Update

Inspections

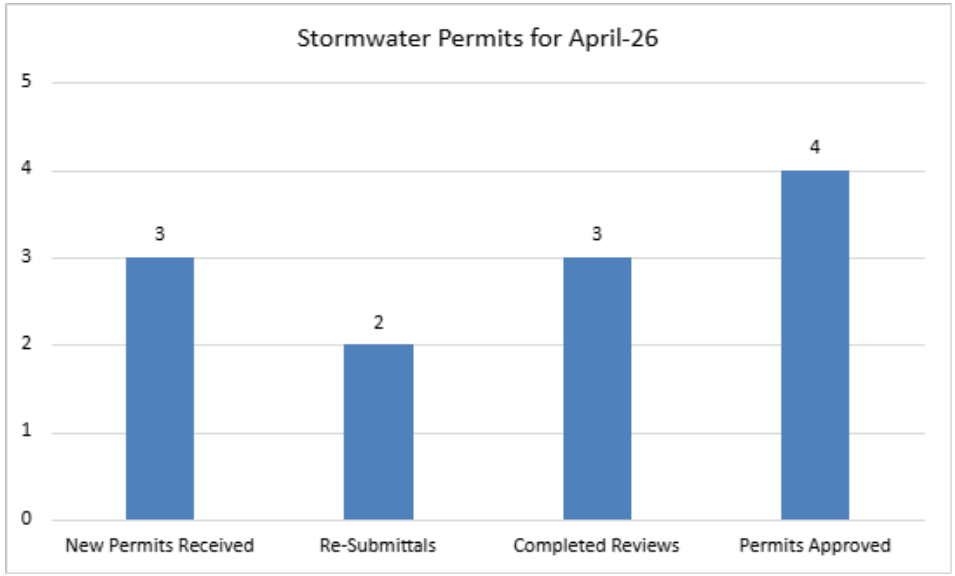
- Staff completed 277 construction inspections in April.
  - Construction inspections include developer and Town projects.



Stormwater Permits Update

Stormwater Permit Review

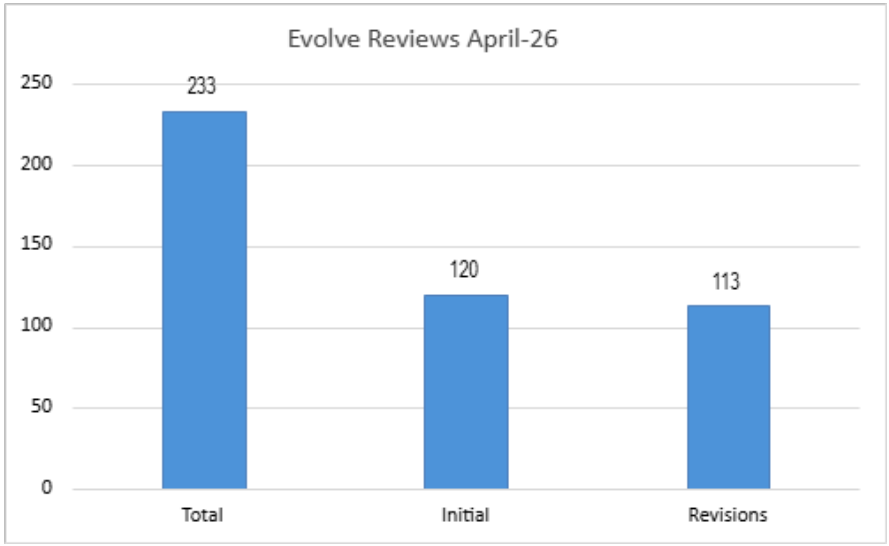
- 100% of stormwater permits submitted within the last 45 business days have either been approved or sent back for comments. Four permits were approved in April.



Evolve Reviews

Evolve Reviews

- Evolve reviews confirm that plats align with stormwater plans, performance guarantees cover required infrastructure and costs, and built-upon areas remain within impervious surface limits.



Finance Department News

In April, Council adopted the $50 million FY26-27 budget. Following adoption, staff have been actively engaged in preparing the Budget Book, a comprehensive document that highlights the Town's financial priorities, services, and strategic investments. The Budget Book is designed to provide transparency and insight into how public resources are allocated while supporting Town Council goals and the long-term financial health of the Town.

The department continues to advance the development of an interactive Transparency Portal. This platform is designed to provide Town Council and the public with streamlined access to municipal financial and performance data. The project remains on schedule for a spring 2026 launch.

Purchasing Supervisor Trisha Newton joined the department.

Finance and Fleet Coordinator Alley Gallagher attended the GFOA Overview of Receivable Function in Treasury Office webinar, where she gained an overview of proper money handling and accounts receivable processes.

Budget and Strategy Manager Kelli Newton attended the Property Tax and the Legislative Short Session webinar hosted by the NC League of Municipalities, where she gained a detailed overview of proposed and emerging legislative developments that could influence property tax policy, administration, and future local government revenues. Ms. Newton was offered and accepted the position of Secretary on the Board of the North Carolina Local Government Budget Association.

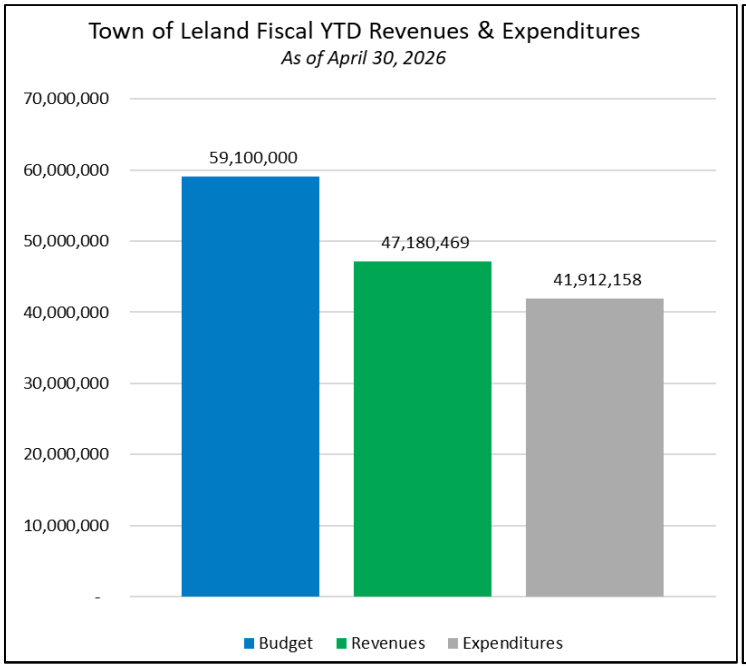
Assistant Finance Director Melissa Norton attended the UNC School of Government webinar titled The Penny Shortage & Local Government Payments: Limiting Cash, Accepting Pennies, and Using Rounding. The session provided guidance on managing the fiscal impacts of a cash shortage, including accounting and customer service options, internal procedures, and policy frameworks the Town could adopt if local operations are affected.

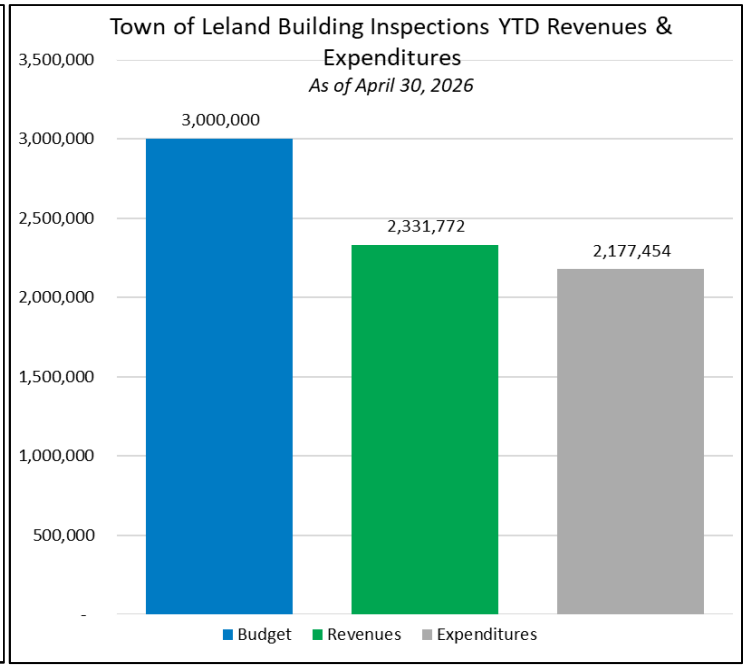
Financial Budget to Actual Report – April 30, 2026

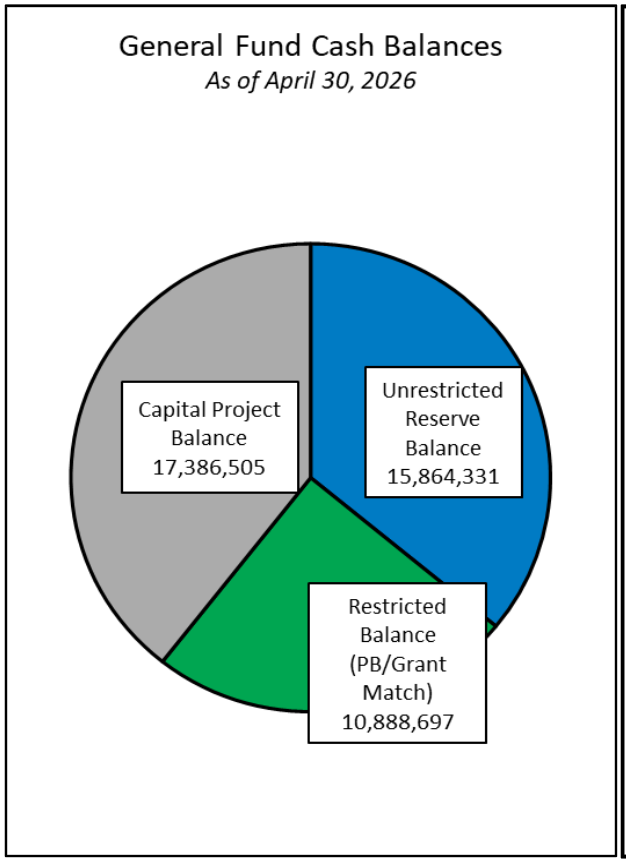
REVENUES							
	Original Budget	**Current Budget**	**Period Activity**	**Fiscal Activity**	**Encumbrances**	**Variance**	**Percent Remaining**
Property Tax	19,280,000	19,280,000	236,010	19,908,336	-	(628,336)	-3.26%
Sales Tax	14,200,000	14,200,000	1,010,643	11,437,927	-	2,762,073	19.45%
Fire Fees	6,680,000	6,680,000	1,579,883	6,504,510	-	175,490	2.63%
Municipal Vehicle Tax	950,000	950,000	77,190	827,708	-	122,292	12.87%
Loan Proceeds	2,600,000	2,400,000	-	2,300,000	-	100,000	4.17%
Non-Primary General Fund	4,290,000	12,590,000	200,346	6,201,989	-	6,388,011	50.74%
Building Inspections	3,000,000	3,000,000	362,350	2,331,772	-	668,228	22.27%
REVENUES	**51,000,000**	**59,100,000**	**3,466,423**	**49,512,241**	**-**	**9,587,759**	**16.22%**

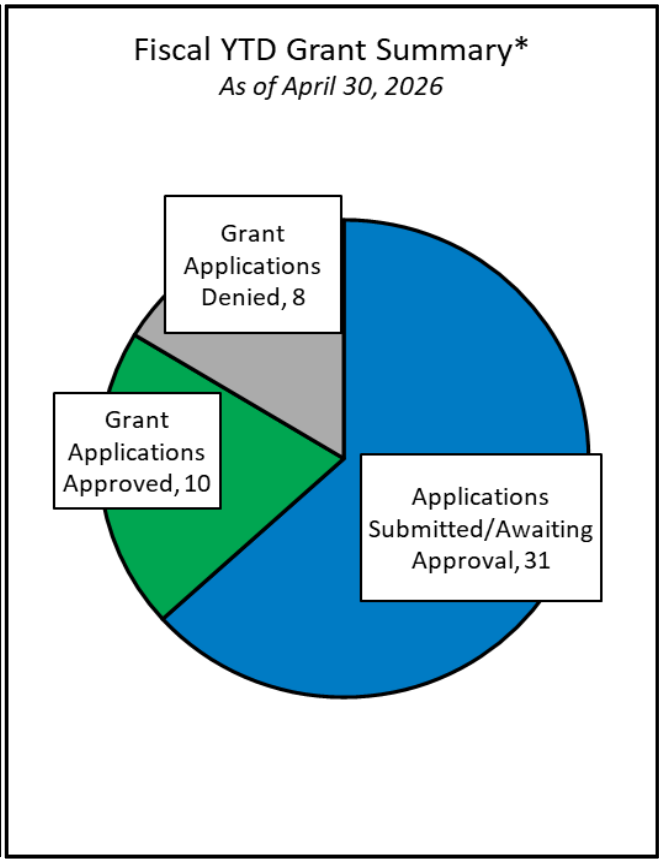
EXPENSES							
	Original Budget	**Current Budget**	**Period Activity**	**Fiscal Activity**	**Encumbrances**	**Variance**	**Percent Remaining**
Governing Body	350,000	350,000	7,736	275,955	28,534	45,511	13.00%
Administration	3,100,000	2,300,000	116,323	1,699,474	75,022	525,505	22.85%
Information Technology	4,160,000	4,160,000	156,461	2,097,787	233,236	1,828,977	43.97%
Human Resources	610,000	610,000	49,361	365,591	41,848	202,561	33.21%
Finance	1,270,000	1,270,000	84,250	1,006,237	7,602	256,160	20.17%
Planning	1,200,000	1,200,000	79,593	668,676	25,686	505,639	42.14%
P&R & Cultural Arts	1,350,000	1,350,000	64,862	875,163	167,211	307,626	22.79%
Operations	1,970,000	1,970,000	144,350	1,599,525	77,250	293,225	14.88%
Streets & Grounds	3,670,000	3,670,000	220,016	2,130,286	217,617	1,322,097	36.02%
Engineering	1,350,000	1,350,000	93,829	831,394	119,931	398,675	29.53%
Police	8,250,000	8,150,000	531,721	5,777,568	64,233	2,308,198	28.32%
Emergency Management	240,000	240,000	(902)	120,129	1,750	118,121	49.22%
Fire	10,630,000	11,530,000	571,489	8,146,211	1,350,142	2,033,648	17.64%
Debt Services	6,900,000	6,900,000	-	6,816,274	-	83,726	1.21%
Transfers	2,950,000	11,050,000	-	9,501,889	-	1,548,111	14.01%
Building Inspections	3,000,000	3,000,000	214,489	2,177,454	23,556	798,990	26.63%
EXPENSES	**51,000,000**	**59,100,000**	**2,333,578**	**44,089,612**	**2,433,618**	**12,576,770**	**21.28%**

Dashboard


Town of Leland Fiscal YTD Revenues & Expenditures
As of April 30, 2026
70,000,000
60,000,000
50,000,000
40,000,000
30,000,000
20,000,000
10,000,000
-
59,100,000
47,180,469
41,912,158
Budget
Revenues
Expenditures


Town of Leland Building Inspections YTD Revenues & Expenditures
As of April 30, 2026
3,500,000
3,000,000
2,500,000
2,000,000
1,500,000
1,000,000
500,000
-
3,000,000
2,331,772
2,177,454
Budget
Revenues
Expenditures

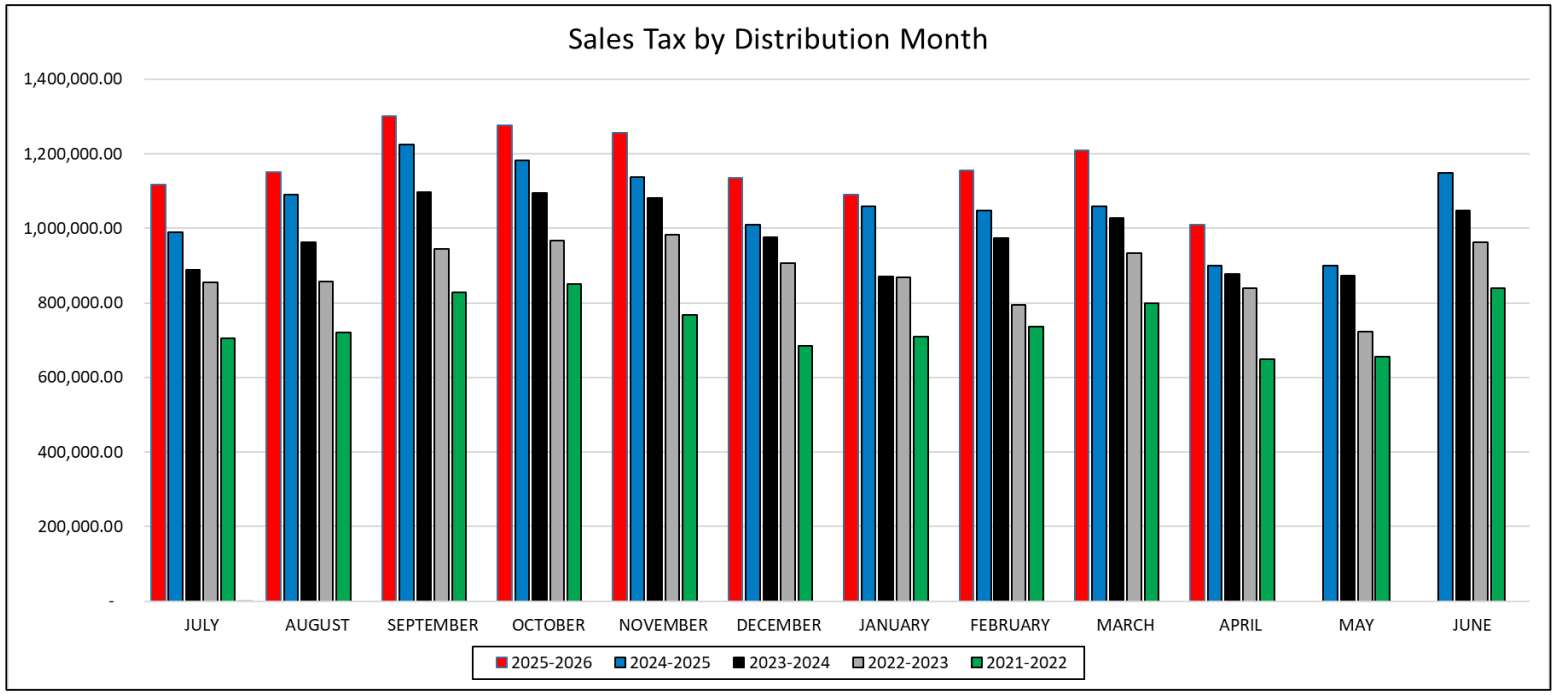




*The Fiscal YTD Grant Summary chart reflects grant application data exclusively from the current fiscal year.

FY Sales Tax Distribution

These amounts represent the month/year the Town received the funds from NCDOR.



Grant News

For detailed grant/project information, please visit the Grants webpage.

Donations

There were no donations in April.

Purchase Orders Issued at the Direction of the Town Manager in Excess of $50,000

Description: Stormwater Deficiency Assessment; Vendor: Summit Design & Engineering; Amount: $75,000

Description: Sod/Irrigation Founders Park; Vendor: Bloomin' Crazy Nursery; Amount: $106,806.40

Intradepartmental and Interdepartmental Budget Transfers

There were no budget transfers in April.

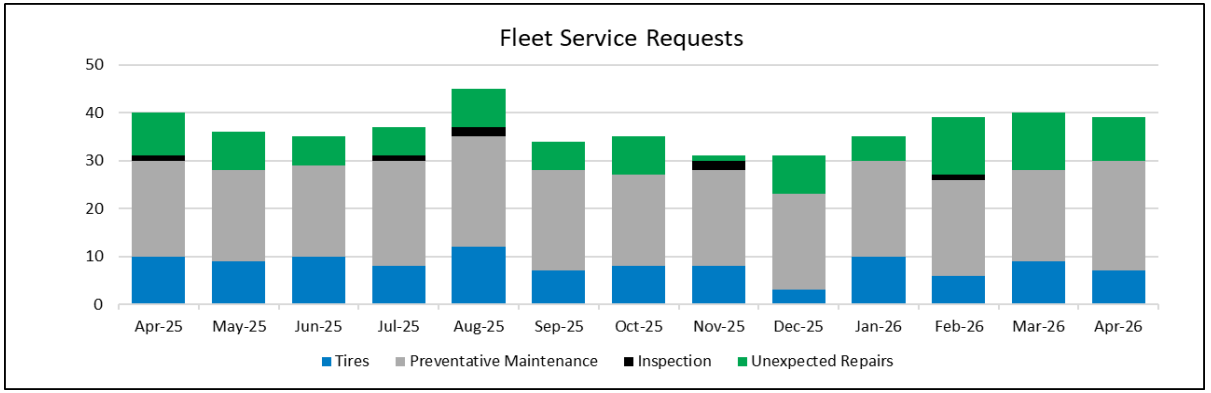
Investment Portfolio

The Town has a diversified investment portfolio across four wealth management banking institutions. The April overview is below:

	Average Monthly Yield	Dividend Reinvestment / Interest Earned	Fiscal YTD Dividend Reinvestment / Interest Earned	Month End Statement Balance or Market Value
First Citizens Bank	0.040	11,004.32	84,542.84	6,179,611.87
NC Capital Management Trust	0.036	55,482.61	600,159.13	19,526,455.30
NC Class	0.037	13,206.83	155,063.84	4,338,213.10
Atlantic Union Bank 36m CD	0.037	24,196.28	217,574.82	8,217,574.82
Total		103,890.04	1,057,340.63	38,261,855.09

Fleet Updates

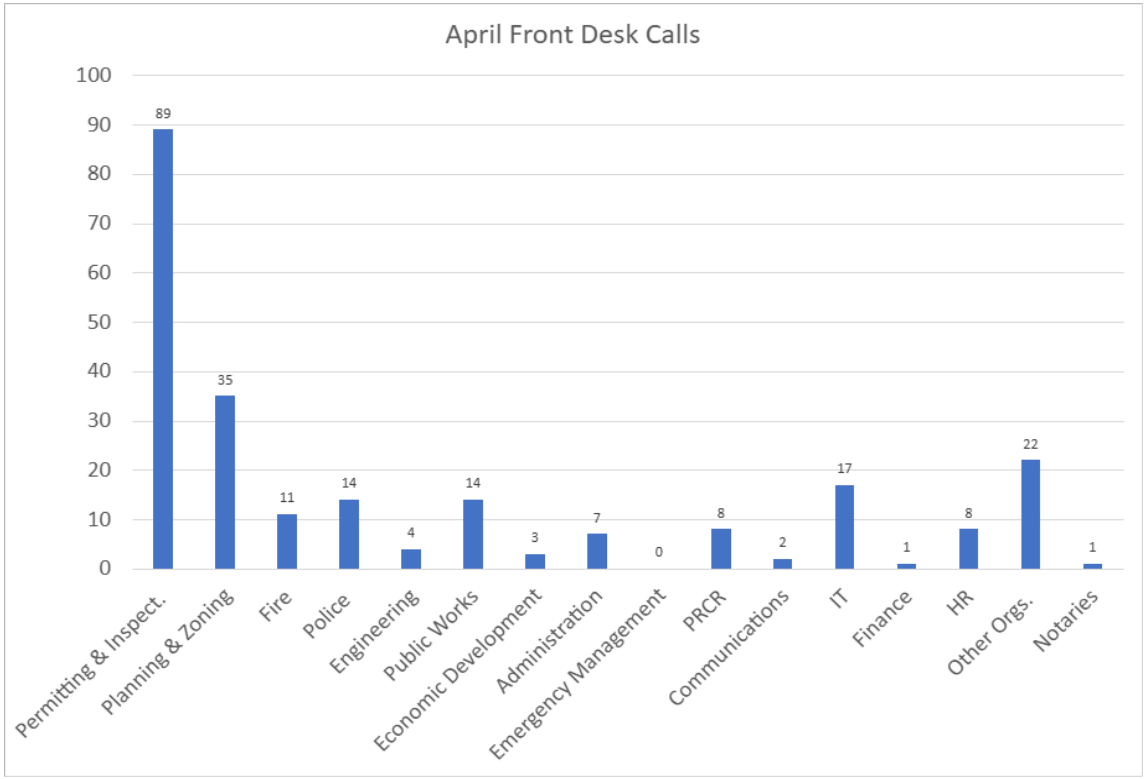
Fleet generated 39 work orders in March with an expense of $11,470.00

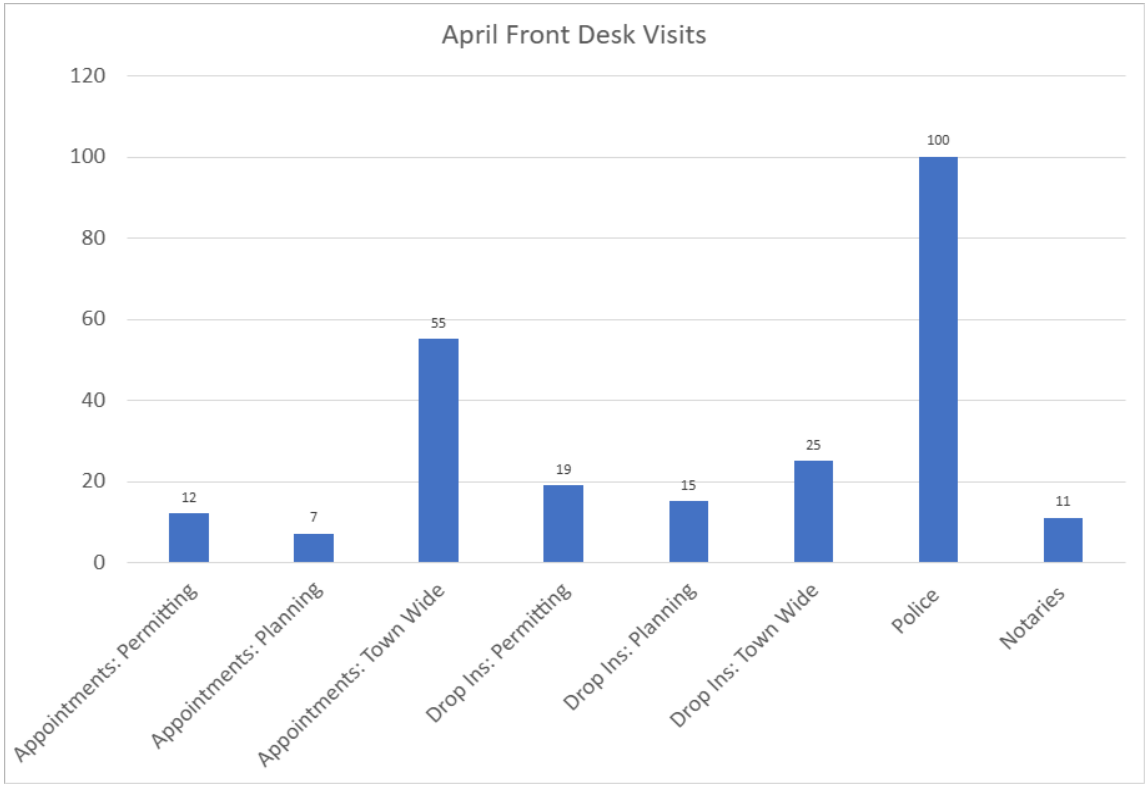


Communications Department News

In April, the department facilitated responses to 33 contact forms submitted through the website, received 236 calls, and assisted 244 visitors to Town Hall. The hiring process continues for a Communications Specialist II – Digital Communications.

Communications Manager Jessica Jewell participated in a CivicPlus webinar titled Preparing Your Documents for the 2026/2027 Accessibility Deadlines and a 3CMA webinar titled From Scene to Screen — A.I. and Advanced Smartphone Video Tools. Ms. Jewell also researched and developed a presentation for Town Council regarding effective community engagement. Communications Specialist II Alison Fore met with the American Council of the Blind to discuss accessibility options.




April Front Desk Visits
120
100
80
60
40
20
0
12
7
55
19
15
25
100
11
Appointments: Permitting
Appointments: Planning
Appointments: Town Wide
Drop Ins: Permitting
Drop Ins: Planning
Drop Ins: Town Wide
Police
Notaries

Social Media Update

- Facebook Highlights (April 1 – 30, 2026)
  - Added 432 new page followers
  - Post impressions – 347,992
  - Top post (Largest reach): “It’s finally here 💦 The Founders Park splash pad opens May 1! The splash pad will be open daily from 9 a.m. to 7 p.m., May through September. Bring the kids, beat the heat, and enjoy a refreshing day at the park—just remember, adult supervision is required at all times. Plan your visit today 👉 https://ow.ly/H7wc50YMTP6”

- Twitter/X Highlights (April 1 – 30, 2026)
  - Post Impressions – 1,176
  - Top tweet (Largest reach): “Get moving during Art Around Town! 💃 🌿 Join us tomorrow for an all-ages Zumba class on April 28 from 6 to 7 p.m. at Westgate Nature Park. Learn more about Art Around Town pop-up events 👉 https://ow.ly/inZq50YFKYj #LelandNC https://twitter.com/Townofleland/status/2048810712353395004/photo/1”

- Nextdoor Highlights (April 1 – 30, 2026)
  - Post Impressions – 19,251
  - Likes/Comments – 189
  - Top post (Largest reach): “Leland Town Council has approved a $50 million budget for FY26-27, with a reduction from 27 to 25 cents per $100 valuation. The budget focuses on essential priorities such as public safety, infrastructure, and community spaces, making strategic investments in Leland’s future while continuing to be fiscally responsible. Learn more about the budget 👉 https://ow.ly/IR1450YLa99”

- Instagram Highlights (April 1 – 30, 2026)
  - Added 57 new page followers
  - Post Impressions – 8,120
  - Top post (Largest reach): “It’s finally here 💦 The Founders Park splash pad opens May 1! The splash pad will be open daily from 9 a.m. to 7 p.m., May through September. Bring the kids, beat the heat, and enjoy a refreshing day at the park—just remember, adult supervision is required at all times. Plan your visit today at the link in our bio. #TownofLelandNC #LelandNC”

- LinkedIn Highlights (April 1 – 30, 2026)
  - Added 33 new followers
  - Page views – 148
  - Page impressions – 6,123
  - Reactions/Comments/Shares – 158
  - Top post (Largest reach): “Help us extend a warm welcome to our newest team members!”

Project Updates

- Created posts that resulted in 382,662 impressions across social media platforms.
- The first event in the new Town Hall style engagement series for Town Council and the public, Let’s Talk Leland, took place on April 29. Staff partnered with the Town Clerk to create a new format which allowed for more informal conversation and the opportunity for residents to connect with Councilmembers outside of the traditional public meeting setting.
- Staff continued working with CivicPlus on the migration and rebuilding of the Town’s website. Staff have audited the current website, design concepts have been finalized, and the vendor is now working to build the new site.
- Staff continued working with IT to select a mobile app vendor.
- Staff continue working with a local graphic designer to create a logo and brand guide for Leland in Lights.
- Staff began developing the Leland in Lights 2026 marketing plan.
- Staff continued working with IT to create an employee intranet site.
- Budget content creation continued, with staff producing and publishing several budget highlight videos. At the direction of Town Council, staff also started working on a broader video featuring Councilmembers to promote the budget’s adoption.
- Completed working with a local graphic designer to create a Lend a Hand in Leland logo.
- Continued working towards ADA compliance by conducting research, contacting vendors, and collaborating with IT to develop an organization-wide strategy for implementation. The Department of Justice has delayed the compliance deadline to April 2028, but staff continue strategic development.
- Staff continued working on a video series for Building Safety Month.
- Staff are working with Police to create a series of public service announcements that will be shared through the Town’s online platforms as a tool to educate the public about various Public Safety topics. The first of these is expected to be published this summer.

Website Articles/Media Coverage

- Town of Leland Website
  - Town of Leland Lifts Burn Ban

- Leland Invites Community to Celebrate Spring at New In Bloom Festival
- Leland Hosts Fourth Art Around Town
- Leland to Host Community Earth Day Celebration
- Leland Town Council Launches “Let’s Talk Leland” Community Forum Series
- Town Council Approves Budget for Fiscal Year 2026-2027
- Founders Park Splash Pad Set to Open in May
- Stay Informed and Prepared at Leland’s Hurricane Expo

- WECT
  - WECT INVESTIGATES: Leland spends $10,000 on legal review into laptop controversy
  - Leland completes flood reduction project on Jackeys Creek
  - Leland flood reduction project complete, but residents remain skeptical
  - Leland residents invited to share ideas at new town hall forum ‘Let’s Talk Leland’
  - Leland Town Council approves budget for fiscal year 2026-2027
  - Brush fire threatens homes near Leland
  - Leland Founders Park splash pad to open in May
  - Two prescription drug take-back events set for Saturday in southeastern NC
  - WECT INVESTIGATES: Leland neighbors push for ordinance after device frightens dogs
  - Leland to host hurricane preparedness event this summer
  - Celebrate spring in Leland at the In Bloom Festival

- WWAY
  - Town of Leland launches inaugural In Bloom festival
  - Leland to host Community Earth Day Celebration
  - Leland launches ‘Let’s Talk Leland’ forum series to connect residents with town leaders
  - Leland Town Council approves $46 million budget, approves annexation and rezoning of 150 acres
  - Town of Leland celebrates Earth Day with family activities, sustainability lessons
  - WWAY to take part in Leland’s annual Hurricane Expo

- StarNews
  - A Leland shopping center anchored by a grocery store takes shape
  - Leland officials weigh new election method
  - How two requests in Leland can change the outlook for nearby residents

- A hotel project in Leland is facing delays. Here's what to know.
- Big banks and a fast food restaurant make plans for Leland
- After several denials, Texas Roadhouse is getting ready for Leland

- Port City Daily
  - The Agenda: Government meetings this week
  - The Agenda: Meetings in local government this week
  - Leland lowers property tax rate in approved $50M budget

TDA Marketing

- Continued working with Springer Studios on brand development, which includes logo design and brand voice.

Leland TDA Meeting Summary

The Leland Tourism Development Authority met on April 20, 2026. The purpose was a joint meeting with the Town Council, Economic Development Committee, and Parks & Recreation Board to hear and discuss presentations from Visit NC and Outdoor NC. The next LTDA meeting is scheduled for May 4, 2026.

Planning and Inspections Department News

Planner I Justice Herman and Planning Manager Andrew Neylon attended North Carolina Emergency Management's National Flood Insurance Program Virtual Summer Workshop Training Workshop, which provided training and information on elevation certificates and the state's new model flood damage prevention ordinance.

Planning Board Meeting Summary

The Planning Board met on April 28, 2026, and heard the following item:

1. Zoning Map Amendment Recommendation – The Planning Board voted to recommend approval of a proposed zoning map amendment of 1.54 acres at 3717 Leland Corners Drive into the U.S. Highway 17 Overlay District.

The Planning Board's next meeting is scheduled for May 26, 2026, at 6 p.m.

Board of Adjustment Meeting Summary

The Board of Adjustment did not meet in April due to lack of agenda items. The June meeting has been canceled. The next meeting is scheduled for July 7, 2026, at 6 p.m.

Current Planning Update

Technical Review Committee (TRC) Report

In addition to project reviews, the Technical Review Committee (TRC) reviewed the following new items:

1. Development Site Plan for Taco Bell – Proposal for a 2,274-square-foot quick-serve restaurant on New Pointe Boulevard.
2. Development Site Plan for Leland Unpaved Roads Project – Proposal for improving unpaved roads including Breman Lane, John Sneed Lane, Graham Drive, and Appleton Way.
3. Development Site Plan for Coastal Credit Union – Proposal for a 2,900-square-foot bank in the Brunswick Forest Commercial Village.
4. Preliminary Subdivision Plat for Brunswick Village Boulevard Extension – Proposal to subdivide out right-of-way for the eastward extension of Brunswick Village Boulevard.

Number of Reviews by Stage – Permitting Applications

Stage/Plan Type	Initial		Revisions		Total	
	No.	Avg. Days	No.	Avg. Days	No.	Avg. Days
Address Request	2	1.5	0		2	1.5
Building/ Flood (3 Day Review)	1	2.0	0		1	2.0
Commercial Building / Flood	5	6.8	1	2.0	6	6.0
Commercial Building / Flood / Zoning	2	10.0	25	2.3	27	2.9
Commercial Building / Flood / Zoning / Pub Serv	8	7.6	11	3.4	19	5.2
Commercial Building / Zoning	1	8.0	5	3.0	6	3.8
Commercial Building / Zoning / Pub Serv	1	6.0	0		1	6.0
Commercial Building Fire	9	7.8	5	2.6	14	5.9
Commercial Zoning	0		1	1.0	1	1.0
Electrical (5-Day Review)	3	2.0	0		3	2.0
Fire Operational Permits	2	2.0	0		2	2.0
Fire/Electrical/Zoning/Pub Serv	0		1	3.0	1	3.0
Permit Building/Zoning	4	8.8	3	2.7	7	6.1
Permit Flood	2	6.0	0		2	6.0
Residential Building / Flood	13	9.3	0		13	9.3
Residential Building / Zoning / Flood	91	8.9	67	2.3	158	6.1
Residential Flood	2	4.0	1	1.0	3	3.0
	Total Initial: 146		**Total Revisions: 120**		**Total Plans: 266**	

Number of Reviews by Stage – Planning Applications

Stage/Plan Type	Initial	Revisions	Total
Address Request	4	4	8
Development Site Plan	4	8	12
Development Site Plan Minor Modification	3	5	8
Exempt Plat	7	6	13
Family Care/ Group Home	0	1	1
Final Plat with New Performance Guarantee	0	8	8
Performance Guarantee Release	0	3	3
Preliminary Plat Minor Modifications	4	0	4
Preliminary Plat-Major Subdivision	1	1	2
PUD Site Specific Plan and Master Land Use Plan Update	1	0	1
Sketch Plan	3	1	4
Zoning Letter	3	0	3
	Total Initial: 30	**Total Revisions: 37**	**Total Plans: 67**

Floodplain Development Update

Floodplain Development Permits	Floodplain Development Inspections
1	6

Other Information

Performance Guarantees

Subdivision	Number of Agreements	Total per Agreement Type	Change from Previous Month
Beckington Townhomes			
Surety Bonds	2	$139,964.38	$0.00
Bellamy Place			
Cash Bond	1	$1,037,615.00	$0.00
Bishops Ridge			
Cash Bond	1	$14,875.84	$0.00
Brunswick Forest			
Surety Bonds	16	$4,855,835.42	-$3,534,502.58
Charleston Commons			
Cash Bond	2	$171,490.62	$0.00
East Lake			
Surety Bond	6	$1,398,205.08	$0.00
Grand Park			
Surety Bond	2	$895,602.23	$0.00
Grayson Park			
Cash Bonds	3	$50,860.15	$0.00
Surety Bonds	8	$1,225,669.38	$0.00
Highland Hills Village			
Letters of Credit	1	$56,250.00	$0.00
Leland Corners			
Surety Bond	1	$181,343.75	$0.00
Mallory Creek			
Letters of Credit	1	$92,285.00	$0.00
Cash Bonds	5	$329,716.44	$0.00
Surety Bonds	10	$2,960,668.01	$0.00
Night Harbor Dr			
Cash Bond	1	$7,650.00	$0.00
Pinewood			
Surety Bond	5	$2,282,345.51	$0.00
Riverwalk Point			
Surety Bond	2	$481,560.00	$0.00
Savannah Branch			
Surety Bond	1	$854,407.50	$0.00
Seabrooke			
Cash Bond	1	$0.00	-$144,035.00
Terrapin			
Surety Bond	5	$540,850.00	$0.00
Townes at Seabrooke			
Surety Bond	2	$683,850.25	$0.00
Westgate Townes			
Surety Bond	5	$1,901,216.80	$0.00
Total Cash Bonds	14	$1,612,208.05	-$144,035.00
Total Surety Bonds	65	$18,401,518.31	-$3,534,502.58
Total Letters of Credit	2	$148,535.00	$0.00
Total Performance Guarantee Sureties	81	$20,162,261.36	-$3,678,537.58

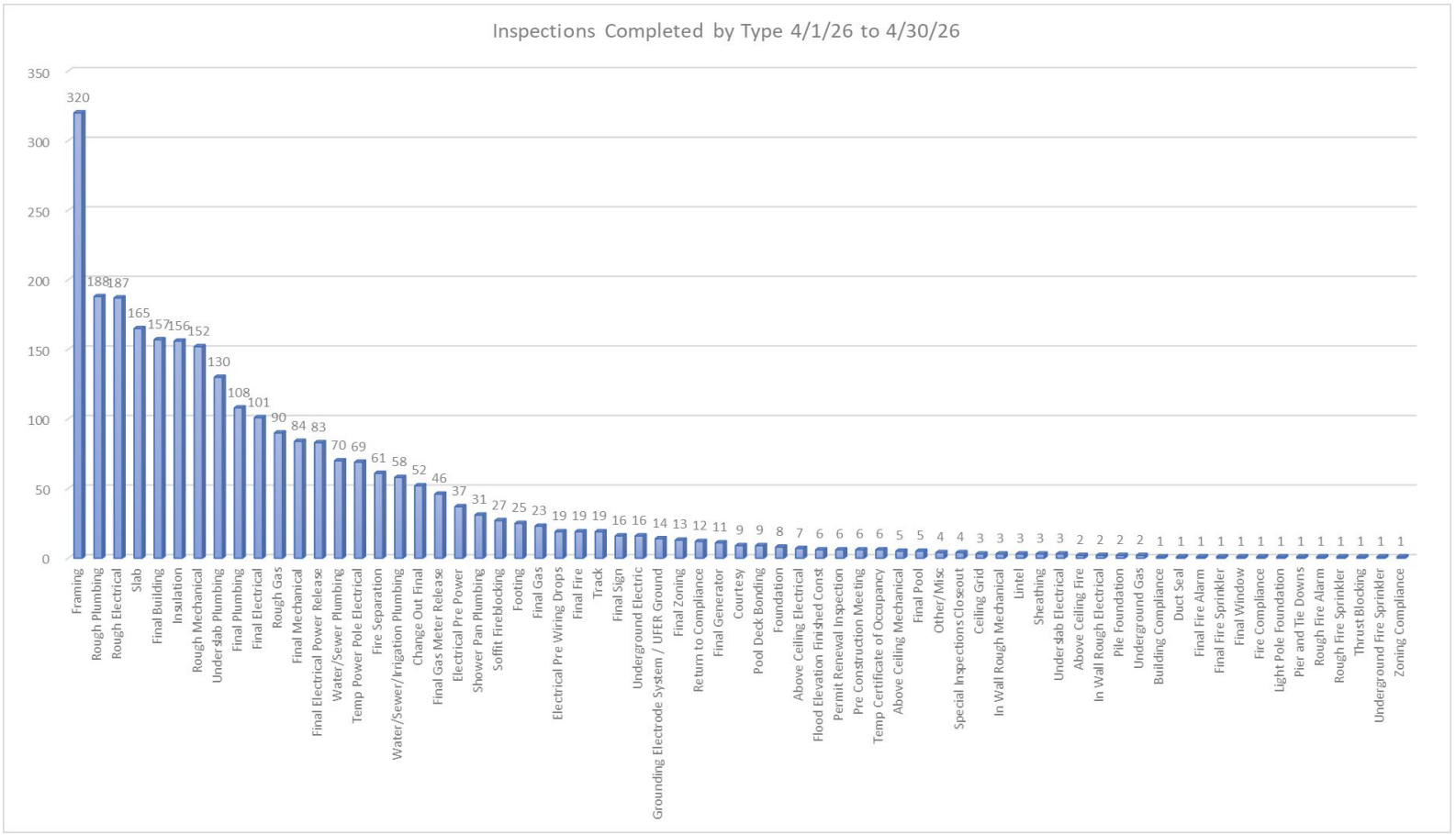
Long Range Planning and Community Development Update

Staff continues to work on the corridor plans for S. Navassa Road and Village Road and began reviewing graphic designer submissions for potential inclusion into the plan.

Building Permitting and Inspections Update

Total Permits Issued	Total Inspections	Total Value of Construction
259	2,670	$37,318,019

Permits Issued by Type 4/1/26 to 4/30/26
60
50
40
30
20
10
0
59
40
36
25
11
8
7
7
6
6
5
4
4
4
4
3
3
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1
1
1
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1
101 - New Single Family Dwelling
102 - Townhouse
1001 - Residential Mechanical Changeout
113 - Residential Sunroom
111 - Residential Alteration
1705 - ABC Beer Wine Sales Renewal
805 - Residential Generator
1000 - Residential Mechanical
800 - Residential Electrical
900 - Residential Plumbing
1008 - Fire Underground Service
110 - Residential Addition
801 - Commercial Electrical
1100 - Residential Fuel Gas
1600 - Residential Pool
114 - Residential Deck and Dock
205 - Commercial Accessory Structure
301 - Change of Occupancy with work
1300 - Ground Sign
112 - Residential Accessory Structure
300 - Change of Occupancy
650 - Residential Demolition
1003 - Commercial Mechanical Changeout
1501 - Commercial Retaining Wall or Fence
206 - Commercial Shell Only
212 - Lift Station/Well Site
500 - Model Home Sales Office
807 - Residential EV Charger
1006 - Fire Sprinkler System
1007 - Fire Alarm System
1301 - Wall Sign
1602 - Residential Hot Tub
1701 - Food Truck
1702 - Temporary Use/Structure
3002 - Fire Operational Permit


Inspections Completed by Type 4/1/26 to 4/30/26
350
300
250
200
150
100
50
0
320
188
187
165
157
156
152
130
108
101
90
84
83
70
69
61
58
52
46
37
31
27
25
23
19
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1
Framing
Rough Plumbing
Rough Electrical
Slab
Final Building
Insulation
Rough Mechanical
Underslab Plumbing
Final Plumbing
Final Electrical
Rough Gas
Final Mechanical
Final Electrical Power Release
Water/Sewer Plumbing
Temp Power Pole Electrical
Fire Separation
Water/Sewer/Irrigation Plumbing
Change Out Final
Final Gas Meter Release
Electrical Pre Power
Shower Pan Plumbing
Soffit Fireblocking
Footing
Final Gas
Electrical Pre Wiring Drops
Final Fire
Track
Final Sign
Underground Electric
Grounding Electrode System / UFER Ground
Final Zoning
Return to Compliance
Final Generator
Courtesy
Pool Deck Bonding
Foundation
Above Ceiling Electrical
Flood Elevation Finished Const
Permit Renewal Inspection
Pre Construction Meeting
Temp Certificate of Occupancy
Above Ceiling Mechanical
Final Pool
Other/Misc
Special Inspections Closeout
Ceiling Grid
In Wall Rough Mechanical
Lintel
Sheathing
Underslab Electrical
Above Ceiling Fire
In Wall Rough Electrical
Pile Foundation
Underground Gas
Building Compliance
Duct Seal
Final Fire Alarm
Final Fire Sprinkler
Final Window
Fire Compliance
Light Pole Foundation
Pier and Tie Downs
Rough Fire Alarm
Rough Fire Sprinkler
Thrust Blocking
Underground Fire Sprinkler
Zoning Compliance

Code Enforcement Update

Case Summary

4/1 Through 4/30	Minimum Housing	Nuisance	Zoning	Vehicle	Total
Cases Carried Over	1	6	26	2	35
Cases Opened April 2026	0	11	5	1	17
Cases Closed April 2026	0	0	5	0	5
Active Cases (Evolve) 2026	1	17	32	3	53

Economic and Community Development Department News

Staff attended the NC Ports Cold Chain Summit to hear from industry leaders in trade dynamics and complex global supply chain networks associated with imports and exports from the Wilmington Port. During that week, staff met with industrial developers with a significant presence in the Cape Fear region to discuss market trends and interest for inventory in the greater Leland area. Staff attended the Brunswick Community College Job Fair to meet with Leland-based businesses and workforce development support and followed up with meeting with the BCC Small Business Center staff to learn about their incubator and small business support program.

Staff met with the state representation from North Carolina Economic Development Partnership Office of Business Retention and Expansion to discuss state protocols, relationships between the state and the county, and opportunities for future collaboration.

New Businesses

- **Priority Pet Urgent Care** opened on April 27 at **3556 Leland Town Center, Suite 130**.

New Construction/Development

- Taco Bell proposed an approximately 2,300-square-foot restaurant near the intersection of **West Gate Drive** and **New Pointe Boulevard**.
- Coastal Credit Unit proposed an approximately 2,900-square-foot bank at the northeast intersection of **Provision Parkway** and **East Cutlar Crossing.**

Economic Development Committee Meeting Summary

The Economic Development Committee met on April 9 to hear from the owners of Throw Coast Disc Golf, located along Village Road in Leland. Their presentation covered why they chose Leland, opportunities and challenges they have experienced in the community, and how a continued investment in recreation has benefited their business. A Special Meeting was held on April 20 in conjunction with the Leland Town Council, the Parks and Recreation Board, and the Leland Tourism Development Authority. A presentation was given by the Executive Director of Visit NC and the Director of Partner and Industry Relations for Outdoor NC to discuss the direction of tourism in North Carolina and its place in the greater state economy. The next Economic Development Committee meeting is scheduled for May 14, 2026.

Parks, Recreation, & Cultural Resources Department News

The department has enjoyed an exciting spring season, wrapping up session two and starting session three. PRCR staff have been busy planning a new event, In Bloom, scheduled for May 16, as well as starting preparations for the opening concert in Founders Park on July 31.

Parks and Recreation Board Summary

The Parks and Recreation Board did not meet in April. The next meeting is scheduled for May 27, 2026, at 6 p.m.

Upcoming Events

June 2, 12-2 p.m. – Slow Cool Glaze Firing Workshop, LCAC

June 4, 5-6:30 p.m. – Youth Hand building Workshops, Bird House, ages 10-15, LCAC

June 10, 12-2 p.m. – Decals on Clay, LCAC

June 10, 3-5 p.m. – Wheel Throwing Workshop, LCAC

June 11, 5-6 p.m. – Youth Hand building Workshops, Pet Portraits, ages 6-10, LCAC

Social Media Update

- PRCR Facebook Highlights (April 1 – 30, 2026)
  - Followers/Likes – 6,961
  - Page reach – 15,175
  - Top post (Largest reach): “Thank you to everyone who joined us at Spring Fling! We had an egg-cellent time celebrating with you all. We’d love your feedback! Please take a moment to fill out our event survey so we can make next year even better: bit.ly/SpringFlingEvaluation.”

- LCAC Facebook Highlights (April 1 – 30, 2026)
  - Followers/Likes – 5,556
  - Page reach – 627
  - Top post (Largest reach): “Thank you to everyone who joined us at Spring Fling! We had an egg-cellent time celebrating with you all. We’d love your feedback! Please take a moment to fill out our event survey so we can make next year even better:

bit.ly/SpringFlingEvaluation."

- PRCR Instagram (April 1 – 30, 2026)
  - Followers/Likes – 2,233
  - Post reach – 4,761
  - Top post (Largest reach): "A huge THANK YOU to our amazing food truck vendors who helped make Spring Fling such a fun and delicious event! We truly appreciate you being part of the celebration and bringing such great flavors for everyone to enjoy. Glizzies on the Go, Dixieland Kettlecorn, Chocolate and S'more and The Green Bean."

- LCAC Instagram (April 1 – 30, 2026)
  - Followers/Likes – 2,211
  - Post reach – 2,273
  - Top post (Largest reach): "A huge THANK YOU to our amazing food truck vendors who helped make Spring Fling such a fun and delicious event! We truly appreciate you being part of the celebration and bringing such great flavors for everyone to enjoy. Glizzies on the Go, Dixieland Kettlecorn, Chocolate and S'more and The Green Bean."

Human Resources Department News

In April, the Town welcomed two new employees, one to the Finance Department and one to the Fire Department. Two staff members ended their service with the Town. HR Specialist Adela Sandoval attended job fairs hosted by Brunswick County and North Brunswick High School. The department is preparing for recruitment of the newly approved positions for FY26-27.

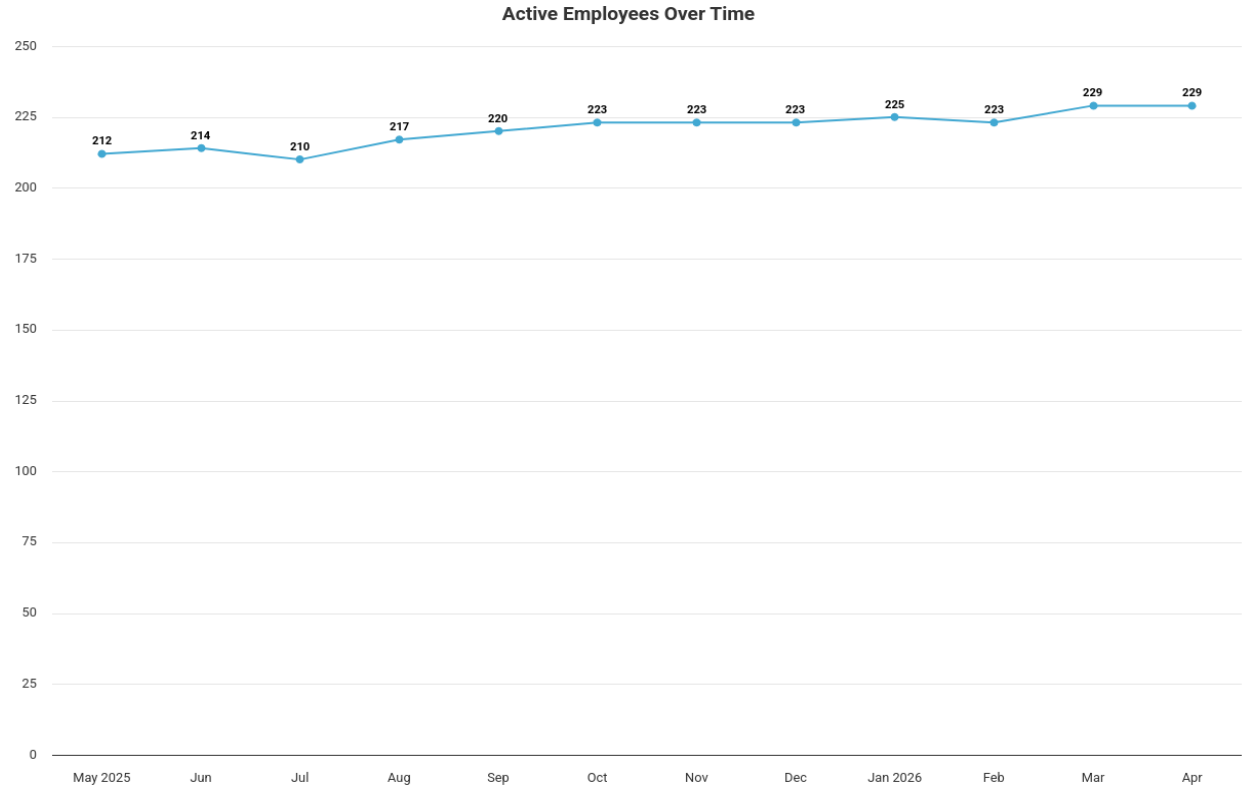
Personnel Updates

Name of Employee	Department	Type of Change	Date of Change	Position Title	From Position	To Position
Javier Barrera	Planning & Inspections Department	Termed	4/2/2026	Planner II		
Trisha Newton	Finance Department	New Hire	4/13/2026	Purchasing and Contracts Supervisor		
Roger Rozell	Fire Department	New Hire	4/13/2026	Fire Captain – Training and Safety		
Mark Cooper	Planning & Inspections Department	Termed	4/20/2026	Code Enforcement Officer		

Workers Comp Data April 2026

Number of Incidents	Loss Time (Y or N)	Brief Description of Incident and Injury/Illness
1	Y	Laceration of Hand

Headcount (FT and PT Employees) May 2025 – April 2026



Human Resources

Headcount	Hired	Termed	Growth Rate	Turnover Rate	Average Tenure
229 As of Apr 2026	46	27	9.0%	12.2%	4.4 (Years)

Terminations include voluntary and involuntary separations of employment.

Information Technology Department News

Associate IT Systems Administrator Josh Rieg attended Microsoft training aimed at defending against cyberattacks, and Laserfiche training focused on managing records repository system security.

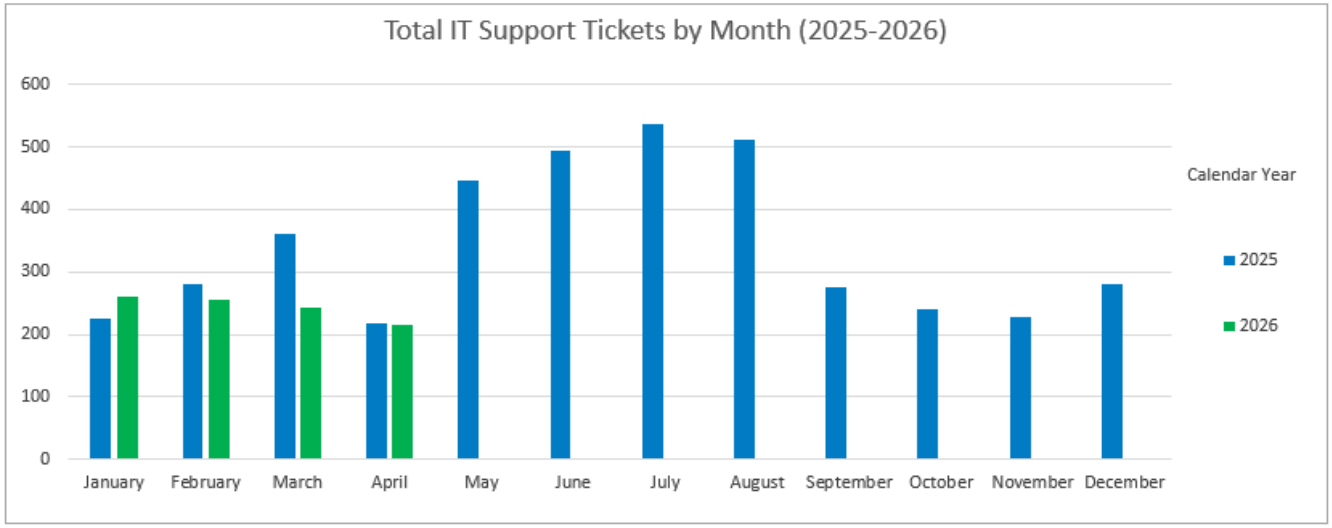
GIS Analyst Elizabeth Galloway attended ESRI training focused on supporting features and capabilities of the web-based ArcGIS Online and ArcGIS Enterprise platforms.

Major Work Priorities

- Audio-Visual Systems Upgrade: Work continues with installation of new audio-visual equipment in renovated conference rooms within Town Hall.
- Website Migration: Staff continue to work with the Communications Department in the planning and design phases of the website platform migration.

Projects Completed

- Founders Park Infrastructure: Access control component installation has been completed for the amphitheater.
- GIS Server Maintenance: Updates were applied across the GIS environment to ensure continued system protection and stability.
- GIS Data Updates: Staff worked with the Planning and Engineering departments to develop a spatial walkways dataset to inventory sidewalks and multi-use paths within the Town.
- Application Security: Updates were implemented to enhance security of primary applications used by the Police Department.
- Electronic Forms: Staff have developed a series of forms that streamline workflows and bring efficiency to data collection processes used within the Police Department.
- Network Maintenance: Security and performance updates were applied across servers, switches, and firewalls.
- Camera System Maintenance: Town Hall security cameras have been migrated to a new digital video recorder as building renovations have been completed.


Total IT Support Tickets by Month (2025-2026)
600
500
400
300
200
100
0
January
February
March
April
May
June
July
August
September
October
November
December
Calendar Year
2025
2026

Administration Department News

Mayor Brenda Bozeman signed a letter of support for staff to submit the Baldwin Drive Pedestrian Improvement Project for the FY27 Community Project Funding request.

On April 14, Councilmember Veronica Carter attended the NCLM Municipal Finance Comprehensive Fiscal Training for Local Governments. The training covered a wide range of municipal finance topics, including the Local Government Budget and Fiscal Control Act, budgeting, internal controls, debt management, audits, purchasing processes, and ethical considerations, as well as best practices for financial oversight. The course also emphasized the roles of elected officials and staff in maintaining strong financial management and accountability.

Town Clerk's Office

On April 20, the Town partnered with the American Red Cross to host a community blood drive at the Leland Cultural Arts Center from 10 a.m. to 3 p.m. The event was well attended by community members and Town staff, demonstrating strong community support for this life-saving effort. A total of 36 whole blood donations were collected, which will have the potential to help patients in need of critical care. The Town appreciates the collaboration with the American Red Cross and the Town Clerk's Office for providing assistance throughout the event. This partnership reflects the Town's continued commitment to community engagement and public service initiatives that positively impact the lives of others.

Work Priorities

- The Town Clerk published meeting agendas and prepared minutes for the following meetings:
  - April 7 Board of Adjustment – Canceled
  - April 9 Economic Development Committee
  - April 13 Agenda Council Meeting
  - April 16 Regular Council Meeting
  - April 20 Special Council Meeting with Leland TDA, Economic Development Committee, and Parks & Recreation Board
  - April 23 Special Council Meeting
  - April 28 Planning Board Meeting

- Action Items:
  - Budget Amendments – 1
  - Budget Ordinances – 2
  - Minutes – 4
  - Agendas – 6

- Resolutions – 10
- Ordinances – 2
- Proclamations – 1
- Certificate of Achievement – 4
- Presentations – 1 (Effective Community Engagement)
- Public Hearing Notices for the Council Meetings – 3
- Current Board/Committee Vacancies: Parks & Recreation Board Student Representative (2). As of June 30, the following additional vacancies will occur: three (3) on the Economic Development Committee, two (2) on the Board of Adjustment, and three (3) on the Parks & Recreation Board.

Government Portal (iCompass) Transparency Update

- Portal Visits – 17,946
- Portal Unique Visits – 4,615
- Economic Development Committee Meeting April 9 Agenda Views – 339
- Agenda Council Meeting April 13 Agenda Views – 717
- Special Council Meeting April 20 Agenda Views – 292
- Regular Council Meeting April 16 Agenda Views – 1,408
- Special Council Meeting April 23 Agenda Views – 1,148
- Planning Board Meeting April 28 Agenda Views – 358
- March 2026 Monthly Staff Reports – 75