



BOARD OF ALDERMEN
AGENDA ITEM
07/02/25

ISSUE: Budget Amendment 2026-26.02

PRESENTED BY: Kim Weaver, Deputy Finance Officer

DEPARTMENT: General Fund - 10

Background: Settlement Agreement with James Robert Dodson. \$11,400 will come from Contingency and moved to Inspections.

Attachments: Budget Amendment 2026-26.02 and Settlement Agreement

Recommendation: Approve Amendment as recommended

Action Needed: Yes

Suggested Motion: *"I, _____, make a motion to approve Budget Amendment 2026-26.02 as presented; along with the Settlement Agreement"*

Funds: 10

Follow Up: Deputy Finance Officer

ORDINANCE NO. 2026-26.02
TOWN OF NORTH TOPSAIL BEACH, NC
Ordinance Amending the 2025-26 General Fund (10)

THE TOWN OF NORTH TOPSAIL BEACH, NORTH CAROLINA DOES ORDAIN that the following annual budget ordinance is hereby amended:

Section I: Estimated Revenues and Appropriations. General Fund is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2025-26 Adopted Budget	Increase (Decrease)	2025-26 Amended Budget
ESTIMATED REVENUES			
TAXES - AD VALOREM	4,425,249	-	4,425,249
# LOCAL SALES TAX	2,962,767	-	2,962,767
INTERGOVERNMENTAL REVENUES	585,538	-	585,538
CHARGES FOR CURRENT SERVICES	830,043	-	830,043
INTEREST	602,000	-	602,000
OTHER REVENUES	21,000	-	21,000
Total Revenues	9,426,597	-	9,426,597
APPROPRIATIONS			
GOVERNING BODY	408,830	-	408,830
ADMINISTRATION	1,246,486	-	1,246,486
ELECTIONS	5,000	-	5,000
IT	333,084	-	333,084
NON-DEPARTMENTAL	624,271	(11,400)	(1) 612,871
POLICE SEPARATION ALLOWANCE	17,805	-	17,805
POLICE DEPARTMENT	1,669,630	-	1,669,630
FIRE DEPARTMENT	1,752,851	-	1,752,851
PLANNING & ZONING	277,693	-	277,693
BUILDING INSPECTIONS	300,443	11,400	(1) 311,843
RECREATION	294,170	-	294,170
COMMITTEES	2,000	-	2,000
PUBLIC BUILDINGS & GROUNDS	473,093	-	473,093
INSURANCE	377,227	-	377,227
PUBLIC WORKS	551,692	-	551,692
PUBLIC STREETS	530,500	-	530,500
SANITATION COLLECTIONS	561,822	-	561,822
Total Appropriations	9,426,597	-	9,426,597

(1) Move \$11,400 from the General Fund Contingency to Inspections for the settlement agreement with James Robert Dodson..

Section II: Copies of this ordinance shall be furnished to the Town Manager, the Finance Officer and to the Clerk to the Board.

Adopted this 2nd Day of July 2025.

Motion made by _____, 2nd by _____

VOTE: ___ FOR ___ AGAINST ___ ABSENT

JOANN MCDERMON, MAYOR

KIM WEAVER, DEPUTY FINANCE OFFICER

SETTLEMENT AGREEMENT AND RELEASE

KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, JAMES ROBERT DODSON (hereinafter referred to as "Releasor"), for and in consideration of the sum of ELEVEN THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$11,400.00), in cash, which is to be paid under the terms of this Agreement, by THE TOWN OF NORTH TOPSAIL BEACH, the receipt and sufficiency of which is hereby acknowledged, does hereby release and discharge and by these presents do for myself, my heirs, executors, administrators, and assigns, release, acquit and forever discharge THE TOWN OF NORTH TOPSAIL BEACH, and their employees, officers, agents, heirs, executors, administrators, supervisors, legal representatives, insurers, successors and assigns, and each of them respectively (hereinafter referred to individually and severally as "Releasees"), from any and all liability now accrued or hereafter to accrue on account of any and all claims, demands, and causes of action presently existing, whether known or unknown, asserted or unasserted, which the undersigned now has or may hereafter have against the aforesaid Releasees, and any and all claims for compensation or benefits, damages, attorney's fees or other sums allegedly due thereunder and, by virtue of these presents, does hereby fully release and forever discharge each of them from any and all actions and causes of action, including, but not limited to, claims, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, variances, trespasses, damages, judgments, executions, medical/hospital expenses, demands, costs, loss of services, loss of earnings and earning potential, loss of consortium, expenses, attorneys' fees, compensation and all consequential damages, damages for emotional distress, or punitive damages, for any and all claims against Releasees, for any and all claims, known and unknown, brought by Releasors, raised, or that may have been asserted with regard to the rewiring efforts at Dodson's property located at 512 Trade Winds Dr N, North Topsail Beach, NC 28460, as exhibited by the attached estimates, marked as Exhibit 1.

REPRESENTATIONS

And for consideration aforesaid, I, JAMES ROBERT DODSON, by executing this Settlement Agreement and Release ("General Release"), do hereby represent, covenant and agree as follows:

1. **CONSIDERATION:** That I hereby expressly state that the consideration referred to above is in full payment for this General Release. There is no understanding or agreement of any kind for any further or future consideration whatsoever, either implied and/or expected.
2. **VOLUNTARY EXECUTION:** That I have not been influenced or coerced in any manner or to any extent to execute this General Release by any representations or statements of the Releasees regarding any matters, and I have voluntarily executed same.
3. **ADVICE OF COUNSEL:** That I have had the opportunity to consult with counsel and that I fully understand the terms of this General Release; and that I am making a **full and final**

settlement of all claims of every nature and character against the persons, entities, agents or estates hereby released.

4. **TERMS OF PAYMENT:** The payment described herein, in the amount of ELEVEN THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$11,400.00), is expressly conditioned upon reimbursement for actual costs incurred by Releasor related to the rewiring efforts at the property located at 512 Trade Winds Dr N, North Topsail Beach, NC 28460. Releasor shall provide to the Town of North Topsail Beach a detailed receipt or other verifiable proof of payment documenting the incurred expense(s) before any funds shall be remitted. No payment shall be made unless and until such documentation is received and deemed sufficient by the Town. The total reimbursement shall not exceed \$11,400.00 under any circumstances and said payment may be less than that amount if the actual documented costs are lower.

5. **INDEMNITY & HOLD HARMLESS:** Releasor agrees to indemnify and hold harmless the Releasees from any claims or demands arising out of or related to the claims released herein, specifically the rewiring efforts 512 Trade Winds Dr N, North Topsail Beach, NC 28460.

6. **FINAL SETTLEMENT:** That I do voluntarily accept the aforesaid sums for the purpose of making a **full and final** compromise, adjustment and settlement of all my claims against the parties or entities hereby released, past, present and future, and including any and all claims upon my death, by my beneficiaries, spouse, dependents, heirs, children, estate and legal representatives, and all other persons, and that I further acknowledge my understanding that, upon the execution of this General Release, I discharge any and all claims on my behalf.

7. **FULL UNDERSTANDING:** I hereby declare that I am eighteen (18) years of age or over and that I suffer from no legal disabilities or mental/physical disabilities which would disable me from executing this General Release. I further state that I have not taken any drug or medication prior to the execution of this General Release which would prevent me from understanding the terms herein.

8. **CAREFUL READING:** I have carefully read the foregoing General Release and know and understand the contents thereof and I execute the same as my own free act. This General Release has been fully explained to me by my attorney.

9. **ORIGINALS:** This General Release may be signed in one or more counterparts, each of which, when executed with the same formality and in the same manner as the original, shall constitute an original.

10. **NO ADMISSION OF LIABILITY:** I understand that this settlement is a compromise of a doubtful and disputed claim, and that payment is not to be construed as an admission of liability or fault on the part of the persons, firms, organizations, or entities hereby released, by whom liability is expressly denied.

11. **MISCELLANEOUS PROVISIONS:**

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Venue for any dispute shall lie exclusively in the courts of Onslow County, North Carolina.
- B. Releasor agrees not to make any disparaging or defamatory statements about the Releasees in any form or forum.
- C. If any provision of this Release is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions.
- D. This release includes all claims arising under any local, state, or federal law, including without limitation, claims for negligence, property damage, inverse condemnation, or constitutional violations, whether known or unknown.

This General Release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this General Release are contractual and not a mere recital.

[SIGNATURE PAGE TO FOLLOW]

WITNESS MY HAND AND SEAL this the _____ day of _____, 20____.

_____(SEAL)
JAMES ROBERT DODSON

STATE OF NORTH CAROLINA

COUNTY OF _____

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, in the State and County aforesaid JAMES ROBERT DODSON, to me well known to be the person described in and who executed the foregoing GENERAL RELEASE, and he acknowledged before me that he read and fully understands its contents; that by this instrument JAMES ROBERT DODSON thereby releases all claims against the Releasees and has agreed to hold harmless and indemnify said Releasees (as set forth hereinabove) and thereupon the said JAMES ROBERT DODSON duly executed this instrument in my presence as his free act and deed, and for the sole consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at _____ County, North Carolina, on this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission expires:

LSS177296

EXHIBIT 1



ESTIMATE

Customer requested changes REQUIRE dated signature every time

Ebb Tide Electric LLC
PO Box 3604
1018 S. Anderson Blvd
Topsail Beach, North Carolina 28445
United States

Phone: 9109153015
Mobile: 9109153013
ebbtideelectric.com

Bill to

Joann & Ed McDermion
Joann & Ed McDermion
306 Marina Way
North Topsail Beach 28460

4846141204
joann@treasurerealty.com

Estimate Number: 147
Customer Ref: 512 Tradewinds, North Topsail Beach
Estimate Date: May 6, 2025
Valid Until: June 5, 2025
Grand Total (USD): \$8,400.00

Services

Amount

Labor Replace all previous new wiring in ground floor rooms with UF wire. Reference invoice 1328.	\$7,500.00
Material Cost materials	\$900.00
Capital Improvement tax exempt	\$0.00

Subtotal: \$8,400.00
No Tax 0%: \$0.00

Grand Total (USD): \$8,400.00

Notes / Terms

*The total cost provided is intended as an estimate for the goods and services completed as described above, and is based on our initial assessment. This estimate is not a bill and does not create a contract between you and Ebb Tide Electric, LLC at the estimated price. Costs can exceed the estimated range due to special conditions, code requirements, material cost increases, or if customer changes/adds to scope of project. Your signature indicates your agreement to move forward with the project as outlined in this estimate, and your agreement to pay for all goods and services rendered by Ebb Tide Electric, LLC. If you have any questions concerning this estimate, please contact Melissa Miller (910)915-3013.

Topsail Moonlight Management, LLC
2046 NC Highway 172
SneadsFerry, NC 28460
610-633-9770

Estimate for work required at 512 Tradewinds Drive, North Topsail Beach

- Prep for Electrician to re-wire the home to rewire home with UF wire and Dump Fees.
- Permit consultation

Total estimated cost: \$3000