



**Town of Holden Beach
Board of Commissioners
Regular Meeting**

**Tuesday, February 18, 2025
5:00 PM**

**Holden Beach Town Hall
Public Assembly**



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS' REGULAR MEETING
HOLDEN BEACH TOWN HALL – PUBLIC ASSEMBLY
TUESDAY, FEBRUARY 18, 2025 - 5:00 P.M.**

1. Invocation
2. Call to Order/ Welcome
3. Pledge of Allegiance
4. Agenda Approval
5. Conflict-of-Interest Check
6. Approval of Minutes
 - a. Minutes of the Special Meeting of December 6, 2024 (Pages 1 – 2)
 - b. Minutes of the Regular Meeting of December 17, 2024 (Pages 3 – 12)
 - c. Minutes of the Special Meeting of January 14, 2025 (Pages 13 – 14)
 - d. Minutes of the Special Meeting of January 28, 2025 (Pages 15 – 19)
7. Public Comments on Agenda Items
8. Police Report - Chief Dixon (Pages 20 – 24)
9. Inspections Department Report – Inspections Director Evans (Pages 25 – 27)
10. Finance Department Report – Finance Director McRaney (Pages 28 – 30)
11. Interim Town Manager's Report – Interim Town Manager Ferguson (Pages 31 – 32)
12. Consideration and Possible Action to Engage in an Agreement with the NC Department of Transportation Regarding Bike Lane Maintenance – Interim Town Manager Ferguson (Pages 33 – 45)
 - a. Ordinance 25-01, An Ordinance Amending Ordinance 24-11, The Revenues and Appropriations Ordinance for Fiscal Year 2024 – 2025 (Amendment No. 6)
13. Discussion and Possible Action on Small Town ADA Assessment – Inspections Director Evans (Interim Town Manager Ferguson) (Pages 46 – 54)

14. Discussion and Possible Action to Accept the Bid for Construction of the Restroom Facility and Associated Parking/Sidewalks at Block Q – Interim Town Manager Ferguson (Pages 55 – 68)
15. Discussion and Possible Action on Repair of the Multipurpose Court – Interim Town Manager Ferguson (Pages 69 – 75)
16. Audit Committee Items – Town Clerk Finnell (Interim Town Manager Ferguson) (Pages 76 – 88)
 - a. Discussion and Appointment of Commissioner to Serve on the Audit Committee
 - b. Discussion and Possible Selection of Members to Fill Vacancies on the Audit Committee
17. Discussion and Possible Action on Resolution 25-02, Resolution in Support of an Updated Beach and Inlet Management Plan – Interim Town Manager Ferguson (Pages 89 – 90)
18. Discussion and Possible Action on Recruitment of Town Manager (Pages 91 – 93)
 - a. Alternative Approach to Advertising for the Position of Town Manager – Mayor Holden & Commissioner Dyer
 - b. Executive Search Subcommittee Report and Possible Recommendation – Mayor Pro Tem & Commissioner Thomas
19. Discussion and Possible Action on Police Department Items – Chief Dixon (Interim Town Manager Ferguson) (Pages 94 – 101)
 - a. Modification of Police Officer Pay Grades
 - b. Implement Police Cadet Program
 - c. Implement Fitness Program
20. Public Comments on General Items
21. Mayor's Comments
22. Board of Commissioners' Comments
23. Adjournment

* Visit <https://www.youtube.com/@townofholdenbeach/streams> to watch the livestream of the meeting. Public comments can be submitted to heather@hbtownhall.com prior to 12:00 p.m. on February 18, 2025.



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS
SPECIAL MEETING
TUESDAY, DECEMBER 6, 2024 – 8:30 A.M.**

The Board of Commissioners of the Town of Holden Beach, North Carolina met for a Special Meeting on Friday, December 6, 2024 at 8:30 a.m. in the Town Hall Public Assembly. Present were Mayor J. Alan Holden; Mayor Pro Tem Tom Myers; Commissioners Rick Smith, Tracey Thomas, Page Dyer and Rick Paarfus; Interim Town Manager Christy Ferguson; Town Clerk Heather Finnell; Public Works Director Chris Clemmons; Inspections Director Tim Evans; Sergeant Adam Milligan; and Town Attorney Sydnee Moore.

PUBLIC COMMENTS

Anne Arnold said she has seen many town managers come and go and it wasn't until David Hewett came on board that she realized what town management was all about. She charged the Board to get someone who will possibly fill his shoes.

Keith Smith expressed his concerns that the Town has lost its ability to share a collective concern through the HBPOA and with the timing of the meeting. He said the Town should put the manager back in the hands of the mayor and make it a strong mayor government.

Sylvia Pate summarized her written comments. She suggested the Board seek external assistance from a group, like the Cape Fear Council of Governments, with hiring a manager. That is a way it could be done inexpensively without hiring an external consulting firm. She applauded the Board's efforts for appointing an interim.

EXECUTIVE SESSION PURSUANT TO NCGS 143-318.11(A)(6), PERSONNEL

Town Clerk Finnell read the reason to enter into closed session.

Motion by Commissioner Paarfus to go into closed session at 8:37 a.m.; second by Commissioner Thomas; approved by unanimous vote.

OPEN SESSION

The Board went back into Open Session at 10:08 a.m.

Motion by Commissioner Paarfus to hire our assistant town manager as our interim town manager, Christy Ferguson, at the annual salary of \$140,000 a year, effective immediately; second by Commissioner Thomas.

Commissioner Smith said he thinks the Board collectively made a good decision and hopes we can move forward as quickly as possible. He thinks Assistant Town Manager Ferguson can make that happen for the Town and the staff.

The motion passed unanimously.

ADJOURNMENT

Motion to adjourn at 10:09 a.m. by Commissioner Smith; approved by Commissioner Paarfus; approved by unanimous vote.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS
REGULAR MEETING
TUESDAY, DECEMBER 17, 2024 – 5:00 P.M.**

The Board of Commissioners of the Town of Holden Beach, North Carolina met for a Regular Meeting on Tuesday, December 17, 2024 at 5:00 p.m. in the Town Hall Public Assembly. Present were Mayor J. Alan Holden; Mayor Pro Tem Tom Myers; Commissioners Rick Smith, Tracey Thomas, Page Dyer and Rick Paarfus; Interim Town Manager Christy Ferguson; Town Clerk Heather Finnell; Police Chief Jeremy Dixon; Public Works Director Chris Clemmons; Inspections Director Tim Evans; Finance Officer Daniel McRainey; and Town Attorney Sydnee Moore.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

Motion by Commissioner Paarfus to approve the agenda; second by Commissioner Thomas; approved by unanimous vote.

CONFLICT-OF-INTEREST CHECK

No conflicts were disclosed.

APPROVAL OF MINUTES

Motion by Commissioner Paarfus to approve (minutes of the Regular Meeting of November 19, 2024); second by Commissioner Thomas; approved by unanimous vote.

PUBLIC COMMENTS ON AGENDA ITEMS

Jim Bauer said he applauds the item on terminating the current agreement for the pier design. He said to ask the town what they would like to do with the pier property.

Will Carter said there is a gang problem. They want to have a retirement community, not a vacation resort. He talked about his concerns with current and previous topics that he said have been dragged out to prevent people from coming to the island.

CONSIDERATION AND POSSIBLE ACTION ON THE TERMINATION OF THE COASTAL STORM RISK MANAGEMENT GENERAL REVALUATION CORPS OF ENGINEERS STUDY

Interim Town Manager Ferguson introduced the Corps. The slides point to the fact that modeling doesn't show it is in the national interest to have a beach project or a project for the waterway side. Brennan Dooley explained they were required to do economic analysis to see if it is in the federal interest from the Corps' perspective. Their recommendation at this time, since it doesn't seem to be in the federal interest, is to take all of the data and reporting completed to date, finalize it and put it in a format the Town can use for its nourishment program moving forward. At this point, they have looked at the alternatives that they could. None of them could be carried forward at this point, however they have done a lot of good research that could be used for future nourishments. Michael Castner went over the Corps' federal methodology. They look over a 50-year period of analysis. They use the tools of Beach-FX and G2CRM to account for damages in the study area. Benefits are determined by damages prevented and they look at cost estimates. Net benefits are the damages prevented versus the cost estimates. If the cost is higher than the damages, you will not have a net beneficial plan. Mr. Castner said that is what they are finding in this study. Recreation benefits were estimated but are considered incidental per the Corps' policy. He went over Beach-FX and G2CRM information and showed graphs with Corps' alternatives and study details. Mr. Dooley went over study products, which will include the summary of the analysis, Geotech, coastal modeling and economic results. The cultural resources survey is still in progress. The final product is expected in 2025. They will also be handing over a detailed accounting summary. The conclusion is right now the study has not proven to identify a cost shareable project in the federal interest either on the beach side or the back bay damages. The management plan the Town has in place right now is doing a great job. They recommend wrapping up the products and transferring the data to the Town.

Commissioner Paarfus said his understanding is the Corps already has the money in hand to complete the closeout. Mr. Dooley agreed. Mayor Pro Tem Myers said he was at the conference in Wilmington where Mr. Dooley spoke about the sand wars. He asked if there is anything the Town could do to protect the borrow areas for our use. Mr. Dooley explained that to his knowledge it is on a first come first served basis. Interim Town Manager Ferguson said she wanted to highlight that the way the Town views risk is different than what the Corps can figure into their economic model. It doesn't take the tourism economy into account.

Motion by Commissioner Thomas to receive the report and initiate termination of the study; second by Mayor Pro Tem Myers; approved by unanimous vote.

POLICE REPORT – CHIEF DIXON

- Report looks good. Animal control calls are a little high. There is a stray dog in the 1300 block that they are trying to trap.
- Had a good turnout for the Turkey Trot.
- Will be in the 20s and 40s again this weekend. Bundle up.
- Merry Christmas.

Commissioner Smith asked Chief Dixon if he had any luck with recruiting new officers. Chief Dixon responded no, but staff is working on suggestions to bring back to the Board.

INSPECTIONS DEPARTMENT REPORT – INSPECTIONS DIRECTOR EVANS

- Nothing stands out. The report looks normal. Went over numbers. Active permits are a little out of sync. Lower inspection numbers are attributed to complicated construction and cold weather. Have an uptick in dune markings, which is usually an indication we are ready to get an influx of construction.

FINANCE DEPARTMENT REPORT – FINANCE OFFICER MCRAINEY

- Report looks very similar to last month's. Ad valorem is still behind, but it is not a concern since tax bills went out a little later.
- Parking and occupancy tax are tracking a little higher. Parking revenue should go up next month because it will be the first month captured of offseason paid parking.

INTERIM TOWN MANAGER'S REPORT – INTERIM TOWN MANAGER FERGUSON

- Greensboro Street Lift Station – the DEQ offer to fund the Board passed at the last meeting was returned to the state on November 22nd. A copy of insurance and Exhibit B were executed by the contractor, which is what we were waiting on to issue the Notice to Proceed. The Notice to Proceed was processed on December 10th. Public Works Director Clemmons met onsite with the contractor last week.
- Key Bridge Items – The contractor started work onsite at Avenue E on November 25th. 801 OBW had its final inspection as of December 4th. We held a quarterly meeting on December 4th.
- CSRM Study – The Board just heard the update. That will now require action on the federal level as a follow-up.
- Recycling Program – in the agenda packets for tonight. Be mindful with your intent to renew for the upcoming year.
- Congressionally Directed Spending (Senate)/Community Project Funding (House) – The Board should start to consider what the requests will be. It could potentially be a January agenda topic depending on how the federal budget schedule is coming together. The timing of the form's release from the legislators is unknown, but the Board will need to consider things like the 5113 funding, Lockwood Folly Inlet and policies. Will be in D.C. the last week of March to work on that.
- Employee Updates – Public Works Department gained an employee in mid-November. That replaces the vacancy left when Scott Cunningham retired. Margaret Lancaster, who has been with the Town for 28 years will be retiring.
- Holden Beach Harbor CAMA permit renewal has come through. Still working on the paperwork for the Corps and DWR. Heritage Harbor's permit is up in February. We are currently working on that for renewal; Harbor Acres is in September.
- Bike Lanes – they will try to get paperwork by the January meeting. It looks promising that we will have a maintenance agreement and it looks promising that they will agree to pay for

quarterly maintenance through the DOT's budget. We will need to pay the vendor and they would reimburse us.

- Went over details on Objectives Timeline.

Commissioner Thomas asked what the projected start date is for the Greensboro lift station. Interim Town Manager Ferguson answered that the contractor should be refining a timeline. She thinks January, but will let the Board know when she receives the timeline. Commissioner Thomas asked if Avenue E is the last Key Bridge item. Interim Town Manager Ferguson responded it is the last one, but we still need to add mats at 801 OBW. Inspections Director Evan said the maps are an add-on. We have gone forward with matting and hope to add some additional areas, but it is not part of the agreement. The project deadline for Avenue E is February 14th which is under the agreement deadline. The agreement deadline could be extended if necessary, but he is pretty sure we will meet the deadline. Mayor Pro Tem Myers asked about policies under the Congressionally directed spending line. Interim Town Manager Ferguson explained it seems the WRDA bill is going to get passed. Congressman Rouzer made sure language was included that would help the canal subdivisions with dredge spoil disposal. Policy items are certain items just related to Holden Beach that we can advocate for on the federal level.

DISCUSSION AND POSSIBLE APPROVAL OF 2025 BOARD OF COMMISSIONERS' MEETING SCHEDULE

Motion by Commissioner Paarfus to approve (2025 Meeting Schedule); second by Commissioner Thomas; approved by unanimous vote.

DISCUSSION AND POSSIBLE ACTION ON SELECTION OF MAYOR PRO TEM

Commissioner Smith nominated Commissioner Dyer. Commissioner Thomas nominated Mayor Pro Tem Myers.

The Board voted by ballot. Mayor Pro Tem Myers was selected to continue as mayor pro tem. Votes were as follows – Mayor Pro Tem Myers – Mayor Pro Tem Myers and Commissioners Thomas and Paarfus, Commissioner Dyer – Commissioners Smith and Dyer.

DISCUSSION AND POSSIBLE ACTION ON RESOLUTION 24-10, RESOLUTION APPROVING TRUIST SIGNATURE CARD

Town Clerk Finnell explained Resolution 24-10 would update the Truist Signature Card by designating Mayor Holden, Mayor Pro Tem Myers, Interim Town Manager Ferguson and Finance Officer McRainey as the official signatories.

Motion by Commissioner Paarfus to approve (Resolution 24-10; second by Commissioner Thomas; approved by unanimous vote.

DISCUSSION AND POSSIBLE ACTION ON REVISED JOB DESCRIPTIONS FOR THE FINANCE DEPARTMENT

Town Clerk Finnell explained our current fiscal operations supervisor is retiring. Staff is proposing to remove the supervisory duties from the position and realigning the duties to the finance officer. No changes to the salary ranges are recommended at this time.

Motion by Commissioner Thomas to approve the proposed job descriptions; second by Commissioner Paarfus; approved by unanimous vote.

DISCUSSION AND POSSIBLE ACTION ON RESOLUTION 24-11, RESOLUTION AMENDING THE HOLDEN BEACH FEE SCHEDULE

Town Clerk Finnell said we have received the updated fees from GFL Environmental for people who utilize the voluntary curbside recycling program. The annual cost for people participating in the program for 2025 will be \$119.35 per bin. The fee schedule needs to be updated to reflect the amount.

Motion by Commissioner Thomas to approve Resolution 24-11; second by Commissioner Paarfus; approved by unanimous vote.

DISCUSSION AND POSSIBLE ACTION ON ORDINANCE 24-19, AN ORDINANCE AMENDING ORDINANCE 24-11, THE REVENUES AND APPROPRIATIONS ORDINANCE FOR FISCAL YEAR 2024 – 2025 (AMENDMENT NO. 4, BEACH AND INLET CAPITAL RESERVE FUND TRANSFER)

Finance Officer McRainey said the Board's policy states that the Town transfers Fund Balance over 70%. Fund Balance for the audit this year was at 146% so that would be a 76% transfer. The transfer does not need to be done right now if the Board would like to wait to see what comes up throughout the year.

Motion by Commissioner Thomas to approve the ordinance as is, 24-19, to move the \$2,783,382 from the General Fund to the Beach Inlet (Capital Reserve Fund); second by Mayor Pro Tem Myers.

Commissioner Paarfus said Finance Officer McRainey suggested that the Board not transfer the entire balance, which he thinks could be a good idea. We do have an approved Stormwater Master Plan. The engineering work for the plans and specs to do any of those projects has not been done yet. We are currently in the process of trying to get some grant funds, but it may be prudent to hold some funds back to do some plans and specs. He suggested holding back \$300,000. He said there is also another stormwater issue on the agenda tonight and that has a price tag of \$76,000. He would like the Board to consider holding some money back to get some stormwater work done. Commissioner Thomas said we have \$5.3 million in extra from the audit. If we take the \$2.7 million, we still will have an additional \$2.5 million that has not been appropriated. In the budget we have \$223,000 that is available for reappropriation so we can use that money. On top of that we have \$6.7 million in the BPART Fund. She said if you look at the policy, it says you shall transfer to the capital reserve fund, which means must. She said this is the policy and we should follow it and we have plenty of money to do a \$300,000 project if we need to within the next six months. In six

months, we will start our new budget. Commissioner Thomas said now that the Corps is saying they will not be supporting us in beach nourishment, we have to start filling that bucket so we can do it ourselves or we will be in sorry shape if we do get a storm. Mayor Pro Tem Myers stated this is from the 23-24 budget because we had to wait until we received the results of the audit. To him that is money that is earned then and we shall submit it. We will have money this year. We are about to start the budget process. He doesn't think we will get much done with the stormwater in the next six months. We do have money to do some of it. He said the key will be to budget that in next year's budget. This is money that has already been earned and the policy states it should go to the sand fund. Finance Officer McRainey said it is the pleasure of the Board, but his recommendation would be to at least wait until later in the year in case something comes up. You do not have the option to take it once it is moved. Commissioner Dyer thinks the Board should go with the recommendation of our finance officer. We are not saying we are not going to put the money in there, but once it is tied up, we can't use it. There is no reason why the Board can't put the money in the fund in six months. She would go with his recommendation. It is his job and what he is here for. Interim Town Manager Ferguson explained her recommendation in the packet should have been to transfer per the finance officer's comments. If the Board decided to make a partial transfer, it would not keep the Board from doing more later in the year. There are some expenses you don't know what you will encounter yet. For example, there is a Request for Proposals on the agenda; there were some things that weren't planned in the budget that are going to come up. If you did some now and some later, she doesn't think it could hurt, but it is the pleasure of the Board. She stated when you put it in the fund, it doesn't give any flexibility, even in an emergency. Commissioner Thomas went over her numbers from earlier and said that is a lot of emergency money. Interim Town Manager Ferguson said the Board may not want to plan on the Available to Appropriate number from before.

Commissioner Paarfus asked if \$300,000 is an appropriate number to consider holding back. Finance Officer McRainey replied he thinks so, this is not saying the Board would not transfer the rest of it, but it keeps the money available.

Commissioner Thomas revised her motion to make a recommendation that we do the \$2.483 (million) if that is your recommendation. Mayor Pro Tem Myers agreed with the amendment.

Town Clerk Finnell read the amended motion as approve the ordinance with the revised amount of \$2.483 (million) from the General Fund to the Beach Inlet Fund.

Commissioner Smith asked about the RFQ for the pier engineering. Commissioner Thomas said there is \$200,000 in the budget for that. Commissioner Smith said the finance officer made a suggestion to do it later in the year. Finance Officer McRainey said his recommendation on the sheet is a lesser amount, but either way. Commissioner Dyer said she doesn't understand why the Board would tie up money that we can't get a hold of. We could transfer it in a couple of months. Commissioner Paarfus said we are crossing funding lines. General Fund wouldn't be used to fund the pier, that is a BPART line, unless we transferred it. He is good with holding back \$300,000 for now.

The motion passed by a 3 – 2 vote with Mayor Pro Tem Myers and Commissioners Thomas and Paarfus voting for the motion and Commissioners Smith and Dyer voting in the negative.

DISCUSSION AND POSSIBLE ACTION ON PROPOSAL FOR ADDITIONAL AREAS OF CONCERN FOR STORMWATER FROM MCGILL ASSOCIATES

Commissioner Paarfus spoke with Public Works Director Clemmons about problems during king tides. Public Works Director Clemmons explained that the proposal involves survey work and analysis to add three streets at the east end of the island and the canal streets. It projects a six-month deliverable following a notice to proceed at a price of \$76,100. It would require a budget amendment if the Board chooses to proceed.

Motion by Mayor Pro Tem Myers that we accept it (proposal) and move forward; second by Commissioner Thomas.

Mayor Pro Tem Myers asked why we would not use Available to Appropriate instead of passing a budget amendment. Finance Officer McRainey said a lot of the Available to Appropriate has been used for staffing issues and various taskers from the Board. Interim Town Manager Ferguson added the Board made a directive that has been followed.

Mayor Pro Tem Myers added that the motion included the budget amendment. Commissioner Thomas agreed with the amendment.

Town Clerk Finnell read the motion as to accept it and move forward and to accept the budget amendment.

The motion passed unanimously.

DISCUSSION AND POSSIBLE ACTION TO TERMINATE THE AGREEMENT FOR HOLDEN BEACH PIER DESIGN BETWEEN THE TOWN AND BOWMAN MURRAY HEMINGWAY ARCHITECTS

Attorney Moore said the contract between the Town and Bowman Murray Hemingway Architects is still active. She spoke with the firm; it is questionable as to whether the completed portion rises to the substantial completion threshold that was needed to automatically terminate the contract. She advised the Board to terminate the contract so they could make whatever decision they would like with the Request for Qualifications. This decision would not affect the Board's ability to reselect this firm.

Motion by Commissioner Thomas to terminate the April 18, 2023 agreement for Holden Beach Pier Design between Town of Holden Beach and Bowman Murray Hemingway Architects, PC for convenience and direct the town attorney to send written notice informing architect of BOC decision to terminate as agreement requires; second by Mayor Pro Tem Myers.

Finance Officer McRainey asked if there is a monetary piece to this. Attorney Moore responded that the Town is paid up as far as she is aware. Commissioner Smith said so in other words we are terminating all the plans that were ready to go a year ago and we are terminating because we are maybe choosing another engineering group. Attorney Moore replied that there is an issue under the statutes as to selecting another engineer when one is already employed by the Town. This just

terminates that agreement specifically so that the Town is free to enter into a new agreement or go with whoever they please. Interim Town Manager Ferguson added she asked Attorney Moore to look into this because there did seem to be an issue due to the code of conduct for engineers so Attorney Moore did some research, contacted Mr. Hemingway and it seems to be the cleaner way before another firm is selected to complete the next part of the project. Commissioner Dyer asked how much money was involved with the first contract. Finance Officer McRainey was unsure. Mayor Holden asked if Mr. Hemingway is in agreement and understands what the Town is doing. Attorney Moore answered yes and this does not preclude the Board from choosing the firm again. Commissioner Smith asked if she recalled the amount of the original contract. Attorney Moore said she was not here for that. Interim Town Manager Ferguson said we would need to get that amount.

The motion passed unanimously.

RECEIVE REQUEST FOR QUALIFICATIONS FOR PIER AND DIRECT STAFF ON NEXT STEPS

Interim Town Manager Ferguson explained the Board received four Request for Qualifications (RFQ) back. She went over the information in the RFQ. The Board needs to decide who will rate the firms.

Motion by Commissioner Thomas that pending termination of the BMH contract, that we direct the staff to award the RFQ to HDR and to move forward as appropriate; second by Mayor Pro Tem Myers.

Commissioner Thomas said she has already done her rating and she feels that HDR was by far the number one firm. She has a problem with most of the other three because they already had a chance to do some work on the pier and their estimating was extremely poor across the board. She said she thinks the Town needs some fresh eyes on the project. The other three options do not provide that. They failed to come up with realistic estimates in the past. Mayor Pro Tem Myers said he went through them very thoroughly and evaluated them against the criteria that was in the RFQ. Based on his analysis he reached the conclusion on who he thinks is best qualified; he thinks it is HDR. He doesn't want to delay the project any more than it has been delayed and thinks the Board can make the selection at this time. Commissioner Smith said the Board had a plan a year ago and it has taken a year to get to this point, so if this is what it is going to take to move forward, he thinks they should agree as a Board to move forward.

The motion passed unanimously.

DISCUSSION AND POSSIBLE ACTION ON ISSUING REQUEST FOR PROPOSALS FOR EXECUTIVE SEARCH FIRM

Mayor Pro Tem Myers stated the Town could benefit from engaging with an executive search firm to help with the process of evaluating and selecting a town manager. He thinks it is the most efficient way to move forward. He has compiled a list of what is typically involved with those services and the League has provided a list of potential search firms and an example Request for Proposals (RFP).

Motion by Mayor Pro Tem Myers that we direct town staff to 1) develop a RFP for the services that were listed using the materials from the League of Municipalities as a template and 2) provide a copy of the RFP to Commissioners as soon as it is available and if we don't contact the town clerk with any concerns by January 3rd, to go ahead and issue it; second by Commissioner Thomas.

Commissioner Paarfus asked if staff is able to meet the schedule. Interim Town Manager Ferguson and Town Clerk Finnell confirmed they could. Commissioner Dyer doesn't think the Town needs this expense. There are resources where the Town could advertise the job that won't cost the Town extra money.

The motion passed by a 3 – 2 vote with Mayor Pro Tem Myers and Commissioners Thomas and Paarfus voting for the motion and Commissioners Smith and Dyer voting in the negative.

PUBLIC COMMENTS ON GENERAL ITEMS

Phil Caldwell talked about the termination of David Hewett. He believes open discussion with colleagues is healthy. He suggested the charter be changed to six commissioners with the mayor being the deciding vote in the case of a tie. He talked about David Hewett and his staff and asked what the Board's problem with Mr. Hewett was. Mr. Caldwell talked about separation of church and state and said in his opinion it is one.

Will Carter suggested going back to two-year terms for commissioners and provided his reasons.

Martie Arrowood said the staff is phenomenal. We have had great turnout at events. She thanked the staff and volunteers.

Jim Bauer thinks we are now talking about having millions of dollars to be able to spend for the community, something that couldn't be said a few months ago. He would like people to be more civil to the Board.

Keith Smith stated he is pleased tonight, moving forward on the pier. He said if you cause the delay, you don't get credit for retrieving it back. He encouraged the Board to reestablish a working relationship with the HB Chapel.

MAYOR'S COMMENTS

- Merry Christmas to everybody and a happy New Year.
- Thanks to all for being here, being part of Holden Beach and sharing your ideas.

BOARD OF COMMISSIONERS' COMMENTS

Mayor Pro Tem Myers

- Thanks for coming and those participating online. Thanks for being involved.
- Excited about moving forward with the pier finally. Hopes we make good progress from here.

- Hopes everyone has a merry Christmas.

Commissioner Smith

- Thanked everyone for being here. Thanked staff. You guys do a great job of keeping the residents happy, as well as the people visiting our island.
- Wished everyone a happy and safe Christmas. We look forward to seeing everyone in a prosperous 2025.

Commissioner Thomas

- Thanked everyone for coming.
- Have a happy New Year and merry Christmas.

Commissioner Dyer

- Thanked staff. Been working very shorthanded. Our Police Department is overworked and they still are helping out with events and working hard to keep us safe. Public Works is keeping us flushing and drinking. We appreciate that. Thanked Interim Town Manager Ferguson for stepping in as interim manager.
- Everybody have a safe holiday.

Commissioner Paarfus

- Thanked everyone for coming out.
- Merry Christmas to everyone and happy New Year.

ADJOURNMENT

Motion by Commissioner Thomas to adjourn at 6:24 p.m.; second by Commissioner Smith; approved by unanimous vote.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS
SPECIAL MEEETING
TUESDAY, JANUARY 14, 2025 – 6:00 P.M.**

The Board of Commissioners of the Town of Holden Beach, North Carolina met for a Special Meeting on Tuesday, January 14, 2025 at 6:00 p.m. in the Town Hall Public Assembly. Present were Mayor J. Alan Holden; Mayor Pro Tem Tom Myers; Commissioners Tracey Thomas, Page Dyer and Rick Paarfus; Interim Town Manager Christy Ferguson; Town Clerk Heather Finnell; and Attorney Sydnee Moore. Commissioner Rick Smith participated via telephone (not able to vote).

Mayor Holden called the meeting to order.

PUBLIC COMMENTS

No comments were made.

EXECUTIVE SESSION PURSUANT TO NORTH CAROLINA GENERAL STATUTE 143-318.11(A)(6), PERSONNEL AND 143-318(A)(3), CONSULT WITH THE ATTORNEY

Motion by Commissioner Thomas to go into Closed Session at 6:01 p.m.; second by Mayor Pro Tem Myers; approved by unanimous vote.

Town Clerk Finnell read the reason to enter closed session.

OPEN SESSION

The Board went back into Open Session at 6:31 p.m.

Motion by Commissioner Thomas to authorize the attorney to engage a labor employment attorney per her request and to authorize staff to execute paperwork; second by Mayor Pro Tem Myers; approved by unanimous vote.

ADJOURNMENT

Motion to adjourn at 6:31 p.m. by Commissioner Thomas; second by Mayor Pro Tem Myers; approved by unanimous vote.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS
SPECIAL MEETING
TUESDAY, JANUARY 28, 2025 – 6:00 P.M.**

The Board of Commissioners of the Town of Holden Beach, North Carolina met for a Special Meeting on Tuesday, January 28, 2025 at 6:00 p.m. in the Town Hall Public Assembly. Present were Mayor Pro Tem Tom Myer; Commissioners Tracey Thomas and Rick Paarfus; Interim Town Manager Christy Ferguson; Town Clerk Heather Finnell; Inspections Director Tim Evans; Police Chief Jeremy Dixon; Sergeant Adam Milligan; and Attorney Sydnee Moore.

PUBLIC COMMENTS ON AGENDA ITEMS

Rick McInturf spoke on behalf of the Holden Beach Community Alliance. He explained how the pier building is a major piece of history and heritage of the beach. He asked the Board to delay any action of the demolition of the building until a comprehensive development plan can be put in place, including input. Mr. McInturf requested that the Alliance be allowed access to the building to salvage any historical artifacts and items that could be used in a new building.

Regina Martin said several meetings ago, the Board was not ready to discuss a public private partnership as a possibility for funding a new pier building because that was premature. She believes tearing the building down is also premature without a plan in place. She said the Board has stopped every project except the lift station and the required ADA requirements.

Martie Arrowood said two months ago, the Board took Commissioners Smith and Dyer's item concerning a public private partnership off the agenda. She asked why the Board is discussing demolishing the pier building now. She expressed her concerns regarding the transfer to the Beach & Inlet Capital Reserve Fund made at the last Board meeting.

Dawn Merzlak said her family has been waiting for the pier building to be reopened. She doesn't understand why the pier building needs to be torn down.

Sylvia Pate recommended going with option 2 if the Board proceeds with awarding the contract to HDR. She suggested the repair and renovations for the fire station and funding for the pier also be considered as federal priorities. She is not sure why tearing the building down has become a priority. She suggested having a plan in place before tearing it down.

Stephen Kimbrough supports awarding the contract to HDR. He sees no reason that the Board shouldn't move ahead with removing the pier building. It should be replaced with something that his generation and future generations can enjoy.

Jim Bauer supported the HDR contract. He said it should also include the removal. Mr. Bauer said removing the pier is probably the cheapest and best thing to do. He provided reasons for his recommendations.

Gay Atkins asked the Board to slow down and put some thought into it concerning the pier building.

Peter Freer said there are recommendations in the packet and suggested the Board listen to the experts and remove the building. He explained it makes sense to do it as soon as possible based on timing and costs.

Becky Greene supports the commissioners' recommendation to remove the pier building at this time based on the recommendations in the packets.

Lisa Ragland asked the Board not to take action on the agenda items because she does not believe there is a quorum and has filed a formal complaint. She said at previous meetings, it was stated that moving forward with the pier project should be a complete project. She recommended not taking action on the pier building until the HDR report is completed.

Keith Smith said if you wanted to save the pier building, you can find a way. He suggested slowing down.

Maria Surprise supports moving ahead with the engineering bid. For the pier building, she supports going out to for bids to tear it down. She commended Interim Town Manager Ferguson for her list of federal priorities. She said at the November Holden Beach Property Owners Association meeting, street flooding was a hot topic and the directors have been tasked with evaluating the stormwater flooding concerns of the members. Ms. Surprise said she supports the item on establishing a network policy.

Jennifer Fishback asked if Holden Beach has a mission statement.

CONSIDERATION AND POSSIBLE ACTION TO AWARD THE CONTRACT FOR PIER ENGINEERING SERVICES TO HDR

Interim Town Manager Ferguson said the Board received four proposals and selected HDR at the December meeting. The reason the public saw a couple variations of the scope of work and contract is due to questions the Board had. The contract is for more than the number in the budget. If the Board decides to move forward, her advice is to use Available to Appropriate in the BPART Fund.

Bill Kincannon and Will Fuller introduced themselves. Mr. Fuller provided information on the scope of services. There are two main options. The first would be looking at the repair and a full reconstruction. They will be looking at the construction timeline, preliminary designs and cost estimates for both. The second option is to do the same work and also add a 250-foot extension to bring the pier back to its original 1,000-foot length.

Motion by Commissioner Paarfus that we move forward with the contract to approve option 2 pending a favorable review by the town attorney (I understand she has some concerns with that) and that we fund the contract with the Available to Appropriate funds in BPART; second by Commissioner Thomas.

He clarified that the overage would be taken from Available to Appropriate. Budgeting for the contract was discussed.

The motion passed by unanimous vote.

DISCUSSION AND POSSIBLE ACTION ON REMOVING THE PIER BUILDING

Commissioner Thomas said you can see from the background, two inspections were done, one by Inspections Director Evans and one by an engineering firm asked by Inspections Director Evans. In looking at the reports and talking to Inspections Director Evans, it appears there is no way the building can be repaired.

Motion by Commissioner Thomas to instruct the staff to send out a RFP to remove the pier building.

Inspections Director Evans explained when both of the reports were done, they came along with explanations and comments. The building did have the capability of possibly being able to be improved and kept. We have gone so long and the cost of construction has gotten to the point that we can no longer afford to do any more work than approximately 200 square feet before we will go beyond the ability to not have to bring it into full compliance. The structure would have to be elevated. The cost of construction has escalated and the value of a structure that is dilapidated is never going to go up. He doesn't see any way possible that the Town would want to or could propose a plan that would be capable of saving that structure. If you want to take on the two-year accumulative costs, you cannot do that in phases. It is the Planning & Inspections Department's position that we have gotten to the point where that building cannot be salvaged, it will have to be brought into full compliance and by such it will need to be removed. Inspections Director Evans explained there does need to be an anchor building. He said we have known from day 1 that the building is in the way of repairing the pier.

The motion was seconded by Commissioner Paarfus.

Interim Town Manager Ferguson explained the Planning & Inspections Department has grave concerns that have been communicated to her. Based on that and the discussion that repair costs are not going to be something that the Town can do, it seems this is a step that has to be taken in one method or another.

Commissioner Paarfus said Inspections Director Evans covered some of the stuff he was going to talk about, primarily that the structure is below the floodplain. He doesn't think the Town should invest money into a structure that is below the floodplain. Not only Inspections Director Evans, but other experts have identified the building as a teardown and it is in the way of repairing or replacing the pier. Commissioner Paarfus thinks the Town deserves something nicer than that building. He understands there are emotions tied to the building, but he explained he thinks it is time to move the building on, determine what to do with the site in the interim and get the pier fixed.

The motion passed by unanimous vote.

CONSIDERATION AND POSSIBLE ACTION TO FORMULATE FEDERAL PRIORITIES FOR THE UPCOMING YEAR

Interim Town Manager Ferguson went over her recommendations on what we should pursue. The recommendations are backed by Ward and Smith. There is the ability for three recommendations on the funding side and three on the policy side. Funding recommendations include the Ocean Boulevard Stormwater 5113 Program. She suggested adding "or other Corps' funding through the federal government to that item" because we have some information that we may get some disaster relief funding. Other funding recommendations are Lockwood Folly dredging funding and exploring additional funding opportunities for projects. Policy side recommendations include Lockwood Folly Inlet dredging sand placement and FEMA items to include appropriate funding levels for the Disaster Relief Fund and advocating for the Town concerning the National Flood Insurance Program. Interim Town Manager Ferguson suggested the Board save their third policy option in case something arises that we need help with from our advocates. There are typically letters of support that go along with this. She suggested that the Board allow execution of the documents based on passing this list.

Motion by Commissioner Paarfus to accept the funding and policy priorities laid out in the memo with adding "or other Corps' funding" to item 1 and going ahead and issuing the letters; second by Commissioner Thomas.

Commissioner Thomas reminded everyone that last year the Board asked Ward and Smith to investigate any pier options and they said there were none at that time. Interim Town Manager Ferguson agreed and added they did say there was one recommendation, but the Town was not at the point that we were ready to construct as required. She said they also researched the Fire Department before so they have done some stuff that is specific to items that are coming forward as part of the Board's goals and objectives.

The motion passed unanimously.

DISCUSSION AND POSSIBLE ACTION ON RESOLUTION 25-01, RESOLUTION PROHIBITING VIEWING OF PORNOGRAPHY ON TOWN NETWORKS AND DEVICES

Town Clerk Finnell stated NCGS 143-805 requires all public agencies to adopt a policy governing the use of its network and devices.

Motion by Commissioner Thomas to approve Resolution 25-01; second by Commissioner Paarfus

Interim Town Manager Ferguson added there are no problems at the Town, it is a requirement at the state level.

The motion passed unanimously.

ADJOURNMENT

Motion to adjourn at 6:52 p.m. by Commissioner Thomas; second by Mayor Pro Tem Myers; approved by unanimous vote.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk



Holden Beach Police Department

110 Rothschild St
Holden Beach, NC 28462
www.hbtownhall.com

Phone: 910-842-6707
Fax: 910-846-6907
hbpdp@hbtownhall.com



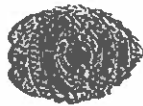
Calls For Service (January '25)

Printed on February 3, 2025

Descriptions	Totals	
911 Hang Up (911HU)	5	5
Abdominal Pain or Problems [Charlie]	1	1
Alarm (SIG45 Signal 45)	13	13
Animal Control Call	4	4
Assist Other Agency (Law) (10-77 x77)	1	1
Attempt to Locate (ATL)	4	4
Attempt to Locate (ATL); Stopping Vehicle (10-61 x61)	1	1
Breaking and Entering in Progress (10-62 x62)	1	1
Breathing Problems [Delta]	1	1
Call By Phone (10-21Law x21L)	15	15
Call By Phone (10-21Law x21L); Water or Sewer Problems	1	1
Disabled Motorist (10-87 x87)	4	4
Disturbance or Disorderly Subject	1	1
Domestic Disturbance (10-82 x82)	1	1
Elevator Stuck or Problems [Alpha]	1	1
Fireworks	1	1
Heart or AICD Problems [Charlie]	1	1
Improperly Parked Vehicle (10-70 x70)	8	8
Information or Message Delivery (10-14 x14)	1	1
Lift Assist (No Injury) [Alpha]	1	1

Descriptions	Totals	
Lost or Found Property	1	1
Meet with Complainant (10-83 x83)	17	17
Meet with Subject or Officer (10-25 x25)	20	20
Open Door	1	1
Service Call [Alpha]	2	2
Sick Person [Alpha]	1	1
Single Residential Fire Alarm [Bravo]	3	3
Single Residential Fire Alarm - Carbon Monoxide [Bravo]	1	1
Special Check - Business - Residence (10-79 x79)	357	357
Special Check - Business - Residence (10-79 x79); Call By Phone (10-21Law x21L)	1	1
Special Operations Assignment (Signal 55 SIG55)	4	4
Stopping Vehicle (10-61 x61)	2	2
Suspicious Vehicle or Subject (10-60 x60)	3	3
Traffic Control (10-58 x58)	1	1
Traffic Incident (vs Pedestrian) [Delta, Superv]; Assist Other Agency (EMS)	1	1
Trespassers	2	2
Unconscious or Fainting [Charlie]	1	1
Unit Busy at Location (10-6 x6)	4	4
Water or Sewer Problems	33	33
Water or Sewer Problems; Call By Phone (10-21Law x21L)	1	1
Welfare Check	3	3
Welfare Check; Attempt to Locate (ATL)	1	1
	1	1

Descriptions	Totals	
Totals	527	527



Holden Beach Police Department

110 Rothschild St
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Ordinance Violations (January '25)

Printed on February 3, 2025

Date	Defendant	Citation/Warning	Ordinance
01/06/25	PEIRSOL, PAMELA	Citation	Parking - Roadway/Travel Lane
01/13/25	WILLIS, BRAYTON JR	Warning-Compliant	Parking - Block Crosswalk/Sidewalk/Pedestrian Accessway
01/15/25	BROWER, LAURA	Citation	Parking - Roadway/Travel Lane
01/15/25	RANDAZZO, JOSEPH	Citation	Parking - Right-of-Way Violation (Ocean Blvd)
01/15/25	BROWER, LAURA	Citation	Parking - Non-LSV in LSV Only Area
01/17/25	FONTAINE, WILLIAM	Warning-Compliant	Beach Strand - Prohibited Vehicle on Strand
01/21/25	HAMED, SHANNON	Warning-Compliant	Parking - Right-of-Way Violation (Ocean Blvd)
01/21/25	DALESSANDRO, BARBARA	Warning-Compliant	Parking - Right-of-Way Violation (Ocean Blvd)

Total Records: 8



HOLDEN BEACH POLICE DEPARTMENT

Accessing Your Department's Page From the NC Police App

1



SCAN QR OR SEARCH
FOR THE "NC POLICE
DEPARTMENTS APP"
IN YOUR APP STORE

2

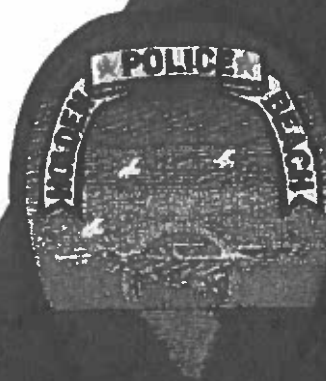
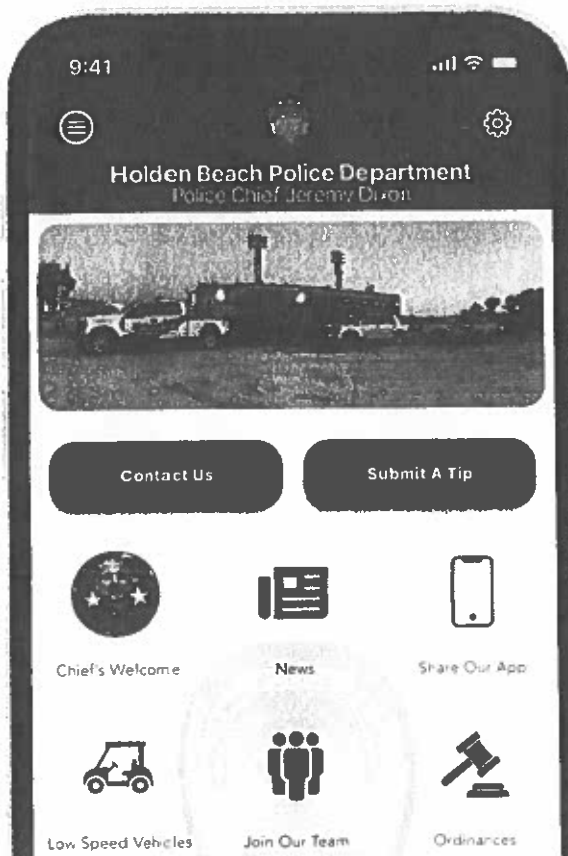


INSIDE THE APP,
TAP ON
"GET STARTED"

3



SEARCH FOR
HOLDEN BEACH
POLICE DEPARTMENT



Built by:



THEPOLICEAPP.COM
CUSTOM POLICE APPS

Permit Report

01/10/2025 - 02/07/2025

Issued Date	Permit #	Permit Type	Project Cost	Total Fees	Total Payments
2/7/2025	250077	No Permit Required	22,000		
2/7/2025	250076	No Permit Required	31,500		
2/7/2025	250075	Mechanical	6,740	\$100.00	\$100.00
2/7/2025	250074	Mechanical	7,930	\$100.00	\$100.00
2/7/2025	250073	Mechanical	5,997	\$100.00	\$100.00
2/7/2025	250072	Mechanical	8,380	\$100.00	\$100.00
2/6/2025	250071	Repair	29,000	\$486.00	
2/6/2025	250070	Repair	45,000	\$640.00	
2/6/2025	250069	Fence	5,000	\$175.00	
2/6/2025	250068	Repair	35,000	\$540.00	\$540.00
2/6/2025	250067	No Permit Required	13,000		
2/6/2025	250066	Repair	30,000	\$295.00	
2/5/2025	250065	Swimming Pool	70,875	\$912.88	\$912.88
2/5/2025	250064	Repair	5,000	\$175.00	
2/5/2025	250063	Zoning	13,500	\$50.00	
2/4/2025	250062	Zoning	50	\$50.00	
2/3/2025	250061	Repair	10,000	\$125.00	\$125.00
2/3/2025	250060	Electrical	3,200	\$100.00	\$100.00
1/31/2025	250059	Mechanical	9,502	\$100.00	\$100.00
1/31/2025	250058	Mechanical	8,700	\$100.00	\$100.00
1/31/2025	250057	Repair	3,000	\$125.00	\$125.00
1/30/2025	250056	Electrical	2,000	\$75.00	\$75.00
1/30/2025	250055	Repair	10,000	\$125.00	\$125.00
1/30/2025	250054	Electrical	2,000	\$175.00	\$175.00
1/30/2025	250053	Repair	28,000	\$277.00	\$277.00
1/30/2025	250052	Repair	41,125	\$805.13	
1/29/2025	250051	Mechanical	2,450	\$200.00	\$200.00
1/29/2025	250050	Mechanical	7,980	\$100.00	\$100.00
1/28/2025	250049	Repair	51,200	\$685.80	\$685.80
1/28/2025	250048	Electrical	2,500	\$175.00	\$175.00
1/28/2025	250047	Electrical	1,000	\$175.00	\$175.00
1/28/2025	250046	Electrical	1,000	\$175.00	\$175.00
1/27/2025	250045	No Permit Required	8,000		
1/27/2025	250044	Repair	20,000	\$205.00	\$205.00
1/27/2025	250043	Mechanical	17,989	\$200.00	\$200.00
1/27/2025	250042	Mechanical	5,657	\$100.00	\$100.00
1/27/2025	250041	Mechanical	11,400	\$200.00	\$200.00
1/27/2025	250040	Mechanical	20,040	\$200.00	\$200.00
1/21/2025	250039	Repair	50,000	\$525.00	\$525.00

1/21/2025	250038	No Permit Required	2,600		
1/21/2025	250037	Mechanical	15,563	\$200.00	\$200.00
1/21/2025	250036	Mechanical	5,526	\$100.00	\$100.00
1/21/2025	250035	Zoning	25	\$25.00	\$25.00
1/17/2025	250034	Repair	12,000	\$133.00	\$133.00
1/16/2025	250033	Repair	39,000	\$376.00	\$376.00
1/16/2025	250032	Repair	10,000	\$125.00	\$125.00
1/16/2025	250031	Repair	25,000	\$300.00	\$300.00
1/15/2025	250030	Mechanical	8,300	\$100.00	\$100.00
1/15/2025	250029	No Permit Required	38,473		
1/15/2025	250028	Bulkhead	14,000	\$151.00	\$151.00
1/15/2025	250027	Bulkhead	14,000	\$151.00	\$151.00
1/14/2025	250026	Swimming Pool	64,375	\$854.38	\$854.38
1/14/2025	250025	Mechanical	7,330	\$100.00	\$100.00
1/14/2025	250024	Repair	40,000	\$385.00	\$385.00
1/14/2025	250023	Repair	85,000	\$1,040.00	\$1,040.00
1/14/2025	250022	No Permit Required	30,000		
1/14/2025	250021	Electrical	1,200	\$175.00	\$175.00
1/13/2025	250020	No Permit Required	6,000		
1/13/2025	250019	Repair	100,000	\$985.00	\$985.00
1/10/2025	250018	Electrical	2,000	\$175.00	\$175.00
1/10/2025	250017	Single Family Construction	729,500	\$8,756.87	\$8,756.87
			\$1,895,607.00	\$22,804.06	\$20,127.93

PERMIT SUMMARY REPORT

COMMERCIAL

Count	0
Total Fees	\$0
Fees Paid	\$0
Total Project Cost	\$0

RESIDENTIAL

Count	61
Total Fees	\$22,804.06
Fees Paid	\$20,127.93
Total Project Cost	\$1,895,607

TOTAL

Count	61
Total Fees	\$22,804.06
Fees Paid	\$20,127.93
Total Project Cost	\$1,895,607

ACTIVE NEW HOME PERMITS = 25

OTHER ACTIVE PERMITS= 464

PERMITS ISSUED OVER \$30,000 = 98 (AMOUNT INCLUDED IN ACTIVE TOTAL)

PERMITS ISSUED OVER \$100,000 = 8 (AMOUNT INCLUDED IN ACTIVE TOTAL)

PERMITS - SUBSTANTIAL IMPROVEMENTS =0 (AMOUNT INCLUDED IN ACTIVE TOTAL)

PERMITS ISSUED WAITING PICK UP = 24

TOTAL PERMITS= 514

PERMITS IN REVIEW= 4

CAMA ISSUED= 1

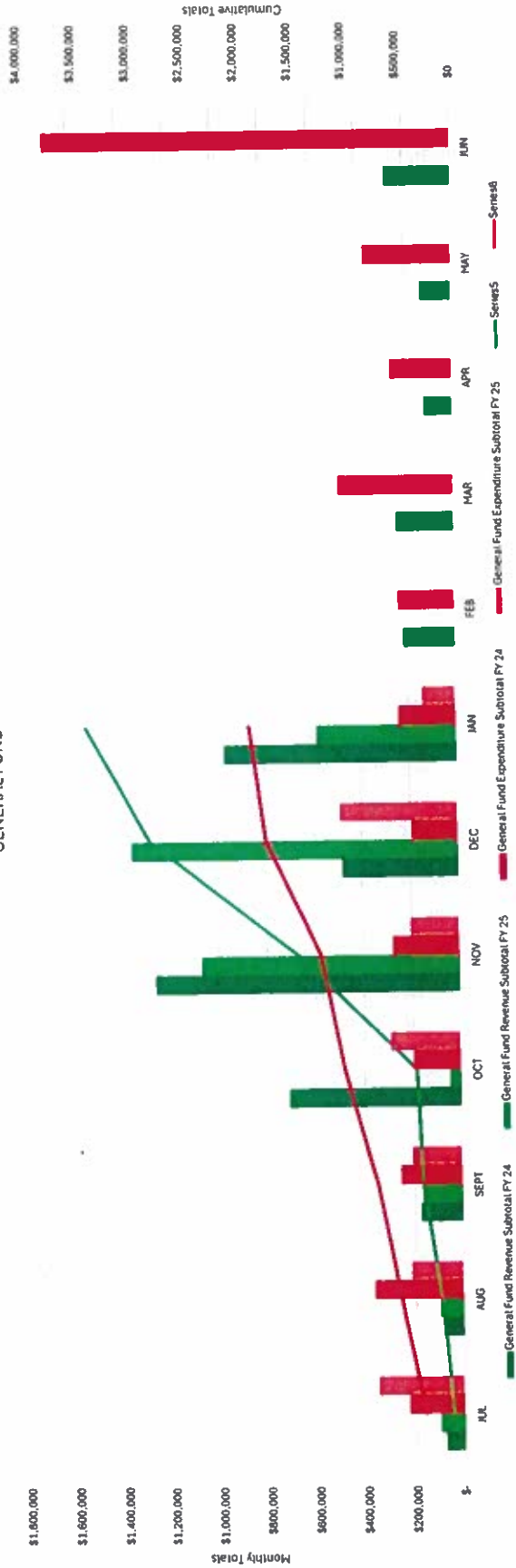
ZONING ISSUED =5

PERMITS SERVICED FOR INSPECTIONS FROM 1/10/25-2/07/25=64

TOTAL INSPECTIONS MADE= 144

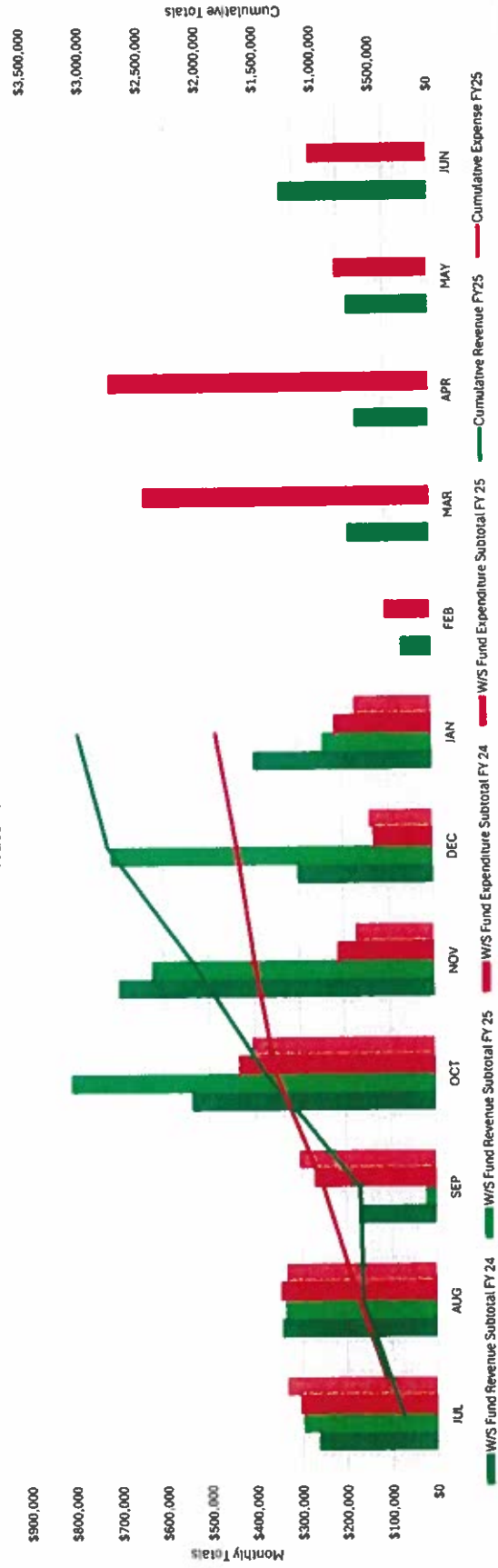
Month	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
General Fund Revenue Subtotal FY 24	77,955.80	88,323.59	175,491.89	714,508.42	1,286,012.86	483,241.71	966,966.31	216,618.80	239,026.38	118,882.99	129,420.83	274,855.30
General Fund Revenue Subtotal FY 25	102,466.66	100,307.52	165,834.89	46,797.91	1,073,328.85	1,381,351.84	583,247.00	234,517.65	478,528.87	256,005.33	385,809.34	1,695,777.99
General Fund Expenditure Subtotal FY 24	230,025.99	368,657.71	257,566.65	198,109.20	261,027.05	193,096.66	239,828.84	239,828.84	239,828.84	239,828.84	239,828.84	239,828.84
General Fund Expenditure Subtotal FY 25	359,130.49	216,065.19	206,109.98	294,541.88	205,813.85	491,517.21	141,656.00	141,656.00	141,656.00	141,656.00	141,656.00	141,656.00
Cumulative Revenue FY25	102,466.66	202,774.18	368,609.07	415,408.98	1,498,735.83	2,880,087.67	3,433,334.67	3,433,334.67	3,433,334.67	3,433,334.67	3,433,334.67	3,433,334.67
Cumulative Expense FY25	359,130.49	575,195.68	784,305.66	1,078,847.54	1,284,661.39	1,776,178.60	1,917,834.60	1,917,834.60	1,917,834.60	1,917,834.60	1,917,834.60	1,917,834.60

GENERAL FUND



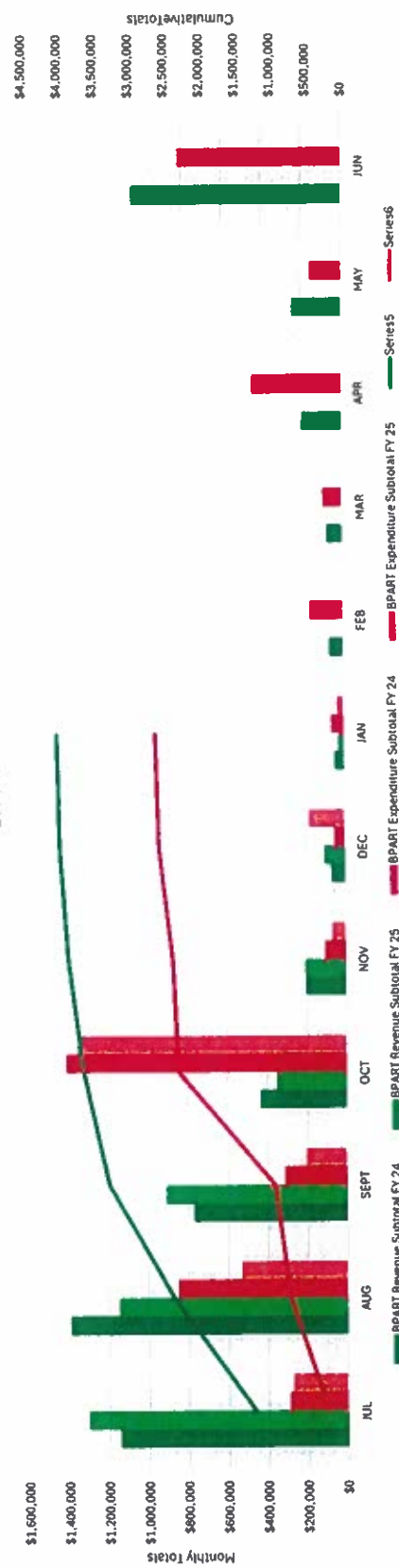
Month	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
W/S Fund Revenue Subtotal FY 24	263,004.62	343,673.16	172,560.81	540,514.11	701,121.49	300,822.21	396,643.19	66,918.86	181,648.37	163,329.48	180,265.01	327,993.85
W/S Fund Revenue Subtotal FY 25	297,561.09	336,325.52	23,911.26	807,149.84	626,766.51	714,497.91	243,337.00	101,581.14	634,714.22	707,795.96	203,994.51	261,999.26
W/S Fund Expenditure Subtotal FY 24	305,078.12	346,879.52	270,331.82	435,808.99	213,907.46	132,021.75	215,548.44	141,836.20	171,251.00			
W/S Fund Expenditure Subtotal FY 25	334,838.36	334,172.45	304,793.95	406,180.53	174,251.34	141,836.20	171,251.00					
Cumulative Revenue FY25	297,561.09	633,986.61	657,797.87	1,464,947.71	2,091,714.22	2,806,212.13	3,049,549.13					
Cumulative Expense FY25	334,838.36	669,010.81	973,804.76	1,379,985.29	1,554,236.63	1,696,072.83	1,867,323.83					

Water/Sewer Fund



Month	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
BPART Revenue Subtotal FY 24	1,147,494.56	1,393,488.58	768,819.68	433,921.27	199,314.32	70,760.95	48,128.60	69,378.38	80,303.97	187,142.96	244,229.60	1,050,017.77
BPART Revenue Subtotal FY 25	1,306,078.10	1,148,406.02	909,955.06	352,616.05	203,612.16	105,662.88	28,329.00	164,776.52	96,466.44	445,765.96	158,578.23	817,511.30
BPART Expenditure Subtotal FY 24	281,248.11	849,929.08	312,834.27	1,409,067.08	106,341.41	52,614.05	62,490.27	183,443.61	35,007.00			
BPART Expenditure Subtotal FY 25	278,616.16	532,711.26	207,062.56	1,352,761.92	71,478.00	183,443.61	35,007.00					
Cumulative Revenue FY25	1,306,078.10	2,454,484.12	3,364,439.18	3,717,055.23	3,920,667.39	4,026,330.27	4,054,658.27					
Cumulative Expense FY25	278,616.16	811,327.42	1,018,389.98	2,371,151.90	2,442,629.90	2,626,073.51	2,661,080.51					

BPART



Interim Town Manager's Report

Greensboro Street Lift Station

Permits applied for 12/20/24 and issued on 1/3/25

Mobilized onsite end of December and construction schedule anticipates completion in August

First disbursement applied for 12/20/24 NCDEQ (state grant)

Scare with federal funding freeze seems to be averted

Final Keybridge Items

Ave E- walkway and restroom nearing completion

Recycling Program

Be mindful to get renewals in

Employee Updates

Interviews underway for Fiscal Operations Specialist position

AIWW Crossing Underruns

Alerted by the Corps that we should be receiving funds back from Crossing Project underruns. Expect budget action item in February or March depending on funds timing to state and then to the Town.

Ocean Boulevard Stormwater

Additional areas of concern agreement executed with McGill per December meeting action

Survey completed with NC Division of Water Resources to show need for increased funding through the Water Resources Development Grant program. This program is for projects that reduce flooding and increase resiliency and is a source for potential state stormwater funding.

Received word that the Town qualified for Disaster Relief Funding through the Corps for the September event. More to come on a PPA and required Board Action to engage on the \$2.2 million in federal funding.

Block Q Restroom

Mandatory pre-bid held December 18th

Bid opening scheduled for January 14th- inadequate number of bids

Second bid opening Jan 28th; action item this evening

Rank	Objective	Status	Timeline	Area of Responsibility
#2	ADA Self Assessment	In House Evaluation Planning and Inspections Dept working on outline and timeline	February agenda item	P&I Department
#6	ADA Bathroom (Block Q)	Bid Announcement Out	Mandatory pre-bid December 18th Second bid opening date Jan. 28th	Staff/Architect
#7	Fire Station Upgrades	Fire Dept currently using EOC during main and reno Planning and Inspections Director Evans met with dept	Fire Dept. focusing on other project currently Will reengage with Mr. Evans TBD in future	Staff/ Fire Dept
#8	Audio/Video Upgrades	After benchmarking, working with vendor to move forward with quote	Currently implementing upgrades	Staff
#14	Block Q site plan-concert venue	BOC consensus at November Meeting was for BOC to bring back in future	TBD by BOC members	BOC to put back on agenda
#18	Update Town Website	Update completed a few years ago; project page added Accessibility being evaluated as part of ADA assessment above	see ADA self assessment above	Staff
#19	Pier Repair/Replacement	HDR selected by board through RFQ process	RFQ awarded; completing contract changes	BOC
#26	Investigate vacuum bypass system	Not in 24/25 budget/ PW recommendation/research needed	TBD	PW Dept



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 2/18/25

FROM: Interim Town Manager Ferguson

DATE SUBMITTED: 1/31/25

ISSUE/ACTION REQUESTED: Consideration and possible action to engage in an agreement with NCDOT regarding bike lane maintenance.

BACKGROUND/PURPOSE OF REQUEST: There has been some concern regarding care and maintenance of the bike lanes. NCDOT does not perform that service to the expectation of our needs and we do not have the capacity in-house to accomplish the task. This agreement allows NCDOT to reimburse the town for four events (quarterly) up to the total amount disclosed in the contract.

FISCAL IMPACT: (select one)

BUDGET AMENDMENT REQUIRED:	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
CAPITAL IMPROVEMENT PLAN ITEM:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
PRE-AUDIT CERTIFICATION REQUIRED:	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/> N/A
REVIEWED BY FINANCE DIRECTOR:	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/> N/A

CONTRACTS/AGREEMENTS: (select one)

REVIEWED BY TOWN ATTORNEY:	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/> N/A
----------------------------	---	---------------------------------

ADVISORY BOARD RECOMMENDATION: N/A

FINANCE RECOMMENDATION:

INTERIM TOWN MANAGER'S RECOMMENDATION: Direct interim town manager to execute agreement.



Date: January 31, 2025

To: Mayor Holden and Board of Commissioners

From: Interim Town Manager Ferguson (C4)

Re: Bike Lane Maintenance Agreement

After discussion with NCDOT, the attached agreement is for your consideration to allow for maintenance sweeping of the bike lanes. This allows NCDOT to reimburse the town for quarterly maintenance. A budget amendment would be required because we would expend the funds up front and then get reimbursed. Per the NCDOT Assistant Maintenance Engineer, Jessi Leonard, the town could elect to do sweeping more frequently than quarterly but it would be at our expense.

Attachment: Maintenance Agreement

ACCOUNTS PAYABLE
ROUTINE MAINTENANCE AGREEMENT
SWEEPING
AGREEMENT ID # 13150

AGREEMENT OVERVIEW

NORTH CAROLINA
BRUNSWICK COUNTY

DATE: 1/9/2025

PARTIES TO THE AGREEMENT:

PROJECT NUMBERS:

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

WBS ELEMENTS: 3.201011

AND

TOWN OF HOLDEN BEACH

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF PROJECT ("Project"): The Project consists of sweeping services on SR 1116 (Ocean Boulevard / McCray Street) on the 6.15 miles of state maintained system within the Holden Beach municipal limits. The Municipality shall provide the personnel, equipment, labor, materials, and traffic control devices to perform sweeping services in accordance with Departmental standards and specifications as described in this agreement.

COSTS TO DEPARTMENT: \$31,480

PAYMENT TERMS: The Town of Holden Beach will invoice the Department upon completion of the Project.

MAINTENANCE: Town of Holden Beach

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: Five (5) years from the date of execution

This **Agreement** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department** and the **Town of Holden Beach**, hereinafter referred to as the **Municipality**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties**

ACCOUNTS PAYABLE
ROUTINE MAINTENANCE AGREEMENT
SWEEPING
AGREEMENT ID # 13150

with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by NCGS 136-66.1, "Responsibilities for Streets inside Municipalities," and,

WHEREAS, the **Municipality** wishes to perform routine maintenance of sweeping, removal within its jurisdiction in the rights-of-way of certain State maintained routes; and,

WHEREAS, the **Municipality** has agreed to perform said work with reimbursement from the **Department** subject to the conditions hereinafter set forth; and,

NOW, THEREFORE, in consideration of the premises and the benefits accruing to the **Department** and the **Municipality** as the result of the construction of the Project it is agreed as follows:

II. SCOPE

A. MUNICIPALITY REQUIREMENTS

- i. The Project consists of performance of sweeping services on roads in the State highway System within the limits of the **Municipality**, as shown on the attached Exhibit A.
- ii. The **Municipality**, and/or its contractor, shall provide the personnel, equipment, labor, materials, and traffic control devices to perform routine sweeping services four (4) times per year (as shown on the attached Exhibit B) in accordance with Departmental standards and specifications. The routes and/or costs may be amended annually for five (5) years, with additions or changes as mutually agreed upon by both **Parties** in writing prior to performing the work for each year as described herein.
- iii. The **Municipality** agrees to provide traffic control devices, lane closures, road closures, positive protection and/or any other warning or positive protection devices necessary for the safety of road users during performance of the work, including any construction and subsequent maintenance. This work shall be performed in conformance with the latest NCDOT Roadway Standard Drawings and Standard Specifications for Road and Structures and Amendments of Supplements thereto. Information regarding these rules and regulations may be obtained from the **Department's** Division Engineer.

III. TIMEFRAME

A. DURATION

- i. This Agreement may be renewed every year for 5 years, subject to the provisions herein and upon written mutual consent. Yearly renewals are subject to the following termination conditions:
 1. At any time either party may cancel the Agreement with a thirty (30) day written notice to the opposite party. On behalf of the **Municipality**, this Agreement may be canceled by the Town Manager and/or Town Manager's designee. In the event such person is not available, the Agreement may be cancelled by written notice of decision to cancel by the Holden Beach Board of Commissioners, signed by the Mayor or other appropriate authority, if Mayor is unavailable or unable to sign.
 2. Upon the effective date of the cancellation, neither party shall owe any obligations under this Agreement, except that all obligations performed under this Agreement, including but not limited to invoicing, record retention, and payment for work performed prior to the effective date of cancellation, shall remain in effect.

IV. REIMBURSEMENT

A. ALLOCATED FUNDS

- i. The maximum reimbursement per year is \$31,480, as shown on the attached Exhibit B.
- ii. The Division Engineer shall notify the **Municipality** at the beginning of the annual performance period or as soon thereafter, of the amount of allocated funds estimated to be available to the **Municipality** for sweeping maintenance on the locations identified. The available allocation shall be based upon and shall not exceed the estimated cost of the work as if performed by the **Department**.

B. CHANGES TO REIMBURSEMENT RATE

If the **Municipality** desires to continue the maintenance and sweeping services during the five-year period described in the Agreement, the **Municipality** and the **Department** may negotiate the costs and revise sweeping locations as described below:

- i. The **Municipality** shall notify the Division Engineer in writing through a letter or invoice at the beginning of the annual performance period to request the amount of allocated funds estimated to be available to the **Municipality** for mowing sweeping maintenance.
- ii. The **Department**, at its option, may elect to increase or decrease the reimbursement rates within a reasonable amount each year the Agreement is in force in consideration of

ACCOUNTS PAYABLE
ROUTINE MAINTENANCE AGREEMENT
SWEEPING
AGREEMENT ID # 13150

inflation rates, cost increases and decreases, changes in funding, etc., subject to the availability of funds and the performance of the **Municipality** under the requirements of the Agreement. If **Department** elects to change reimbursement rates, **Department** shall notify **Municipality** of such change at least sixty (60) days before the automatic contract renewal date, to be determined by the Effective Date of the Agreement (i.e. Effective Date January 3, 2025; notice required sixty (60) days prior to January 3, 2026).

C. INVOICING THE DEPARTMENT

The **Municipality** shall submit to the Brunswick County Maintenance Engineer a quarterly invoice for work completed under the terms of this agreement. Reimbursement shall be made upon approval of said invoice by the **Department's** Division Roadside Environmental Engineer and Financial Management Division.

- i. Invoices shall show the costs incurred in furnishing personnel, labor, equipment, and materials for the work performed, not to exceed \$31,480, unless written authorization is received from the **Department**.
- ii. The invoice shall be itemized by date and location of work, scope of routine maintenance and/or mowing performed, and the personnel, labor, equipment and materials utilized. The amount of work accomplished shall be included with the unit of measure (LFT, SHM, SQ FT, EA, HR, etc.).
- iii. For work performed by a contractor, the **Municipality** shall submit an invoice that includes the contractor's invoice to the **Municipality**. No advertisement shall be made, nor any contract be entered into for services to be performed as part of this Agreement without prior written approval of the advertisement or contents of the contract by the **Department**. Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.

D. ELIGIBILITY FOR REIMBURSEMENT

The **Municipality**, and or its agent, shall maintain adequate records and documentation to support the work performed under this Agreement and shall permit free access to its records by official representatives of the State of North Carolina. Furthermore, the **Municipality**, or its agent, shall maintain all pertinent records and documentation for a period of not less than five (5) years following the close of the calendar year during which the services were performed.

V. STANDARD PROVISIONS

A. AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a written Supplemental Agreement.

B. ASSIGNMENT OF RESPONSIBILITIES

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

D. OTHER AGREEMENTS

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

E. TITLE VI

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

F. FACSIMILE

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the **Parties** agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

G. AUTHORIZATION TO EXECUTE

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

H. DEBARMENT POLICY

ACCOUNTS PAYABLE
ROUTINE MAINTENANCE AGREEMENT
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AGREEMENT ID # 13150

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **Municipality** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or **Department** and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

I. INDEMNIFICATION

To the extent authorized by state and federal claims statutes, the **Municipality** shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the **Department**, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the **Department** in connection with this Agreement. The **Department** shall not be liable and shall be held harmless from any and all third-party claims that might arise on account of the **Municipality's** negligence and/or responsibilities under the terms of this agreement.

J. AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

K. DOCUSIGN

The **Department** and the **Municipality** acknowledge and agree that the electronic signature application DocuSign may be used, at the sole election of the **Department** or the **Municipality**, to execute this Agreement. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, the **Department** and the **Municipality** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes the **Department's** signature as if actually signed by the **Department** in writing or the **Municipality's** signature as if actually signed by the **Municipality** in writing. The **Department** and the **Municipality** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Department** and the **Municipality** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

**ACCOUNTS PAYABLE
ROUTINE MAINTENANCE AGREEMENT
SWEEPING
AGREEMENT ID # 13150**

L. GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Adult Corrections, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

VI. ADDITIONAL PROVISIONS

A. ENVIRONMENTAL REGULATIONS

The **Municipality** shall comply with all applicable federal, state, and local environmental regulations, and shall obtain all necessary federal, state and local environmental permits, including but not limited to, those related to sediment control, storm water, wetland, streams, endangered species, and historical sites.

B. PARTICIPATION BY DISADVANTAGED BUSINESSES

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Minority Businesses, Women Businesses, or Small Professional Services Firms (SPSF) as required by G.S. 136-28.4 and the North Carolina Administrative Code. The **Department** will provide the appropriate provisions to be contained in those contracts.

IT IS UNDERSTOOD AND AGREED that the approval of the project by the **Department** is subject to the conditions of this Agreement.

**ACCOUNTS PAYABLE
ROUTINE MAINTENANCE AGREEMENT
SWEEPING
AGREEMENT ID # 13150**

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(DOCUSIGN ONLY)

Authorized Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

TOWN OF HOLDEN BEACH

FED TAX ID NO: _____

REMITTANCE ADDRESS:

Finance Officer: _____

Print Name: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

**ACCOUNTS PAYABLE
ROUTINE MAINTENANCE AGREEMENT
SWEEPING
AGREEMENT ID # 13150**

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(INK SIGNATURES ONLY)

ATTEST:	Authorized Signer: _____
BY: _____	Print Name: _____
TITLE: _____	Title: _____
	Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

TOWN OF HOLDEN BEACH

FED TAX ID NO: _____	Finance Officer: _____
REMITTANCE ADDRESS: _____	Print Name: _____
_____	Date Signed: _____

DEPARTMENT OF TRANSPORTATION (DocuSign)

BY: _____

TITLE: _____

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

ACCOUNTS PAYABLE
ROUTINE MAINTENANCE AGREEMENT
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Exhibit A

Holden Beach Sweeping NCDOT Routes - Location(s)			
Route Number	Route Name	Curb Miles	Center Lane Miles
SR 1116	Ocean Boulevard / McCray Street	6.15	12.3

Exhibit B

Holden Beach Sweeping NCDOT Routes - Cost Breakdown			
Line Item	Times Per Year	Unit Cost	Total Cost Per Year
Sweeping 6.15 center lane miles of SR 1116	4	\$ 7,870.00	\$ 31,480.00

TOWN OF HOLDEN BEACH

ORDINANCE NO.25-01

AN ORDINANCE AMENDING ORDINANCE 24-11, THE REVENUES AND APPROPRIATIONS ORDINANCE FOR FISCAL YEAR 2024-2025 (AMENDMENT NO. 6)

Be it ordained by the Mayor and Board of Commissioners of the Town of Holden Beach, North Carolina, that Ordinance No. 24-12 appropriating funds for fiscal year 2024-2025 be amended as follows:

REVENUES

DESCRIPTION

DOT SWEEPING

ACCOUNT #

10.0344.0000

TOTAL

AMOUNT

15,740

15,740

ACTION

INCREASE

EXPENDITURES

DESCRIPTION

MAINT & REP STREETS

ACCOUNT #

10.0570.1800

TOTAL

AMOUNT

15,740

15,740

ACTION

INCREASE

The Finance Officer as may be appropriate is hereby authorized to effect such administrative actions as necessary to ensure compliance with the Local Government Fiscal Control Act and Governmental Accounting Standards Board.

This amendment is effective the 18th day of February, 2025.

ATTEST:

J. Alan Holden, Mayor

Heather Finnell, Town Clerk



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: ^{2/18/25}~~1/21/2025~~

FROM: Timothy D. Evans Planning and Inspections Director/ADA -Coordinator

DATE SUBMITTED: 1/10/2025

ISSUE/ACTION REQUESTED: Discussion and possible action- Small Town ADA Assessment

BACKGROUND/PURPOSE OF REQUEST: ADA compliance is a federal requirement under the American with Disabilities Act. Often, ADA compliance can be overlooked when considering activities, maintenance, and changing guidelines such as the ABA requirements for certain activities and locations. The town has indicated a desire to make the activities and structures located within the Town as accessible as possible and practical and to ensure compliance with the ADA guidelines.

FISCAL IMPACT: (select one)

BUDGET AMENDMENT REQUIRED:	NO
CAPITAL IMPROVEMENT PLAN ITEM:	NO
PRE-AUDIT CERTIFICATION REQUIRED:	NO
REVIEWED BY FINANCE DIRECTOR:	NO

CONTRACTS/AGREEMENTS: (select one)

REVIEWED BY TOWN ATTORNEY:	N/A
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ADVISORY BOARD RECOMMENDATION: N/A

FINANCE RECOMMENDATION: N/A

TOWN MANAGER'S RECOMMENDATION: Receive outline and timeline and provide feedback as necessary to staff.

ATTACHMENT: Yes



Town of Holden Beach

ADA Title II Assessment Outline/Timeline



Planning and Inspections

Thursday, December 5, 2024

Introduction

The Americans with Disabilities Act gives civil rights protections to individuals with disabilities like those provided to individuals because of race, color, sex, national origin, age, and religion. It guarantees equal opportunity for individuals with disabilities in employment, transportation, State and local government services, telecommunications, and in the goods and services provided by businesses.

1. Existing Facilities: Program Accessibility

- a. The Town of Holden Beach Existing Facilities will either be made ADA compliant or have a plan of relocation for the activity or a plan to temporarily bring the structure into compliance.
- b. All town facilities will be assessed by the ADA coordinator for compliance with the American with Disabilities Act for use and be brought into compliance with the required standards of time of construction.
- c. All structures not in compliance will be placed on a priority list for improvements to be prioritized for funding.

2. New Construction, Alterations, and Additions

- a. New construction, alterations and additions must be brought into compliance with A117.1-2009 application and administration guidelines for construction and the 2018 or newer version of the North Carolina Building Code

- b. The Town of Holden Beach must Consider ABA requirements for Federally Funded programs that would be qualified/subsidized for the construction of structures, activities or public use activities
- c. Each project should have an ADA/ABA checklist for compliance

3. Maintenance and Accessible Features

- a. All structures Located within The Town of Holden Beach must be maintained in an operatable manner to provide access to Services, programs, and activities
- b. The town should develop a list of activities and services. With locations and conditions for providing maintenance scheduling and testing for use.

4. Effective Communications,

- a. Town should take action to ensure that all aspects of its communications are as accessible as physically and financially possible
- b. Town of Holden Beach Should make a list of events and Locations of notifications and try to improve their Compliance with ADA, and ABA requirements.

5.Process for complying with ADA

- a. Town of Holden Beach Will Conduct a Self-Evaluation under the guidance Rehabilitation Act
- b. Identify all programs, activities, events physical barriers or policies, practices or procedures that may limit or exclude Participation by people with disabilities

- c. Bring any structures or occupancy use activities into compliance with the requirements established by the North Carolina Building Code, and the North Carolina Law and Administrative Code.

HB ADA Assessment

Project start: Mon, 2/3/2025

Display week 1

SIMPLE GANTT CHART by Vertex42.com
<https://www.vertex42.com/ExcelTemplates/simple-gantt-chart.html>

TASK	TASK DESCRIPTION	PROGRESS	START	END
Existing Facilities: Program Accessibility				
1	Policy written and initial assessment	10%	2/3/25	3/17/25
2	List of existing facilities	5%	2/3/25	3/17/25
3	List of non-compliances	5%	2/3/25	4/21/25
New Construction, Alterations, and Additions				
1	policy with ADA/ABA checked for compliance	5%	4/21/25	5/19/25
Maintenance and Accessible Features				
1	Maintenance policy	5%	5/19/25	6/9/25
2	List of activities and services	5%	5/19/25	6/9/25
3	Maintenance cost schedule	5%	5/19/25	6/9/25
Communications				
1	Policy	5%	6/9/25	7/7/25
2	List of events and locations	5%	6/9/25	7/7/25
Process for Complying with ADA				
1	Cost analysis	5%	7/7/25	8/4/25
2	Policies to move forward - open ended	5%	7/7/25	8/4/25

Feb 3, 2025	Feb 10, 2025	Feb 17, 2025	Feb 24, 2025	Mar 3, 2025	Mar 10, 2025	Mar 17, 2025	Mar 24, 2025
3 4 5 6 7 8 9	10 11 12 13 14 15 16	17 18 19 20 21 22 23	24 25 26 27 28 29	30 31	1 2 3 4 5 6 7 8 9	10 11 12 13 14 15 16	17 18 19 20 21 22 23
M T W T F S S	M T W T F S S	M T W T F S S	M T W T F S S	M T W T F S S	M T W T F S S	M T W T F S S	M T W T F S S



HB ADA Assessment

Project start: **Mon, 2/3/2025**

Display week: **12**

SIMPLE GANTT CHART by Vertux42.com
<https://www.vertux42.com/ExcelTemplates/simple-gantt-chart.html>

TASK	TASK DESCRIPTION	PROGRESS	START	END
Existing Facilities: Program Accessibility				
1	Policy written and initial assessment	10%	2/3/25	3/17/25
2	List of existing facilities	5%	2/3/25	3/17/25
3	List of non-compliances	5%	2/3/25	4/21/25
New Construction, Alterations, and Additions				
1	policy with ADAABA checklist for compliance	5%	4/21/25	5/19/25
Maintenance and Accessible Features				
1	Maintenance policy	5%	5/19/25	6/9/25
2	List of activities and services	5%	5/19/25	6/9/25
3	Maintenance cost schedule	5%	5/19/25	6/9/25
Communications				
1	Policy	5%	6/9/25	7/7/25
2	List of events and locations	5%	6/9/25	7/7/25
Process for Complying with ADA				
1	Cost analysis	5%	7/7/25	8/4/25
2	Policies to move forward - open ended	5%	7/7/25	8/4/25

Insert new rows ABOVE this one

Apr 21, 2025							Apr 28, 2025							May 5, 2025							May 12, 2025							May 19, 2025							May 26, 2025							Jun 2, 2025							Jun 9, 2025						
21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
M	T	W	T	F	S		M	T	W	T	F	S		M	T	W	T	F	S		M	T	W	T	F	S		M	T	W	T	F	S		M	T	W	T	F	S		M	T	W	T	F	S		M	T	W	T	F	S	

Project start: Mon, 23/2025

Display week: 20

[illegible]



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 2/18/25

FROM: Interim Town Manager Ferguson

DATE SUBMITTED: 1/31/25

ISSUE/ACTION REQUESTED: Consideration and possible action to accept the bid for the construction of the restroom facility and associated parking/sidewalks at Block Q.

BACKGROUND/PURPOSE OF REQUEST: The bids for the project were due back on January 14th. A second bid opening was held January 28th due to an insufficient number on January 14th. This project will include modular stormwater, sitework prep, and construction for the bathrooms and associated parking/sidewalks. Recommendation for award to go to the most responsive bidder.

FISCAL IMPACT: (select one)

BUDGET AMENDMENT REQUIRED:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
CAPITAL IMPROVEMENT PLAN ITEM:	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
PRE-AUDIT CERTIFICATION REQUIRED:	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/> N/A
REVIEWED BY FINANCE DIRECTOR:	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/> N/A

CONTRACTS/AGREEMENTS: (select one)

REVIEWED BY TOWN ATTORNEY:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/> N/A
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ADVISORY BOARD RECOMMENDATION: N/A

FINANCE RECOMMENDATION:

INTERIM TOWN MANAGER'S RECOMMENDATION: Receive bids and award to most responsive bidder. Direct interim town manager to sign contract and complete all associated paperwork. 



Date: January 31, 2025

To: Mayor Holden and Board of Commissioners

From: Christy Ferguson, Interim Town Manager

Re: Block Q Access Development (Bathrooms/Associated Parking)

The most responsive bid after two rounds of advertising for the Block Q restroom and parking facility is \$543,200. It falls within the budget for the project. The bid proposal outlines one hundred calendar days to completion. Based on the projected calendar, it is my recommendation that we should apply for an extension with the grant. To gain an extension, the agency requires a letter from me requesting six additional months on the contract. They will then reissue the first page of the grant document with the new completion date.

Suggested Motion: Approve award of the bid to Kowen Construction and authorize the interim manager to execute the associated paperwork, including a new signature on the grant contract regarding the date extension if required.

Attachments: 1. Bid Tab Information

DIVISION 00

SECTION 00 41 13: GENERAL CONSTRUCTION PROPOSAL (SINGLE PRIME)

**Parking Area & Restroom Facility – Block Q
Holden Beach, North Carolina**

Gentlemen:

The undersigned, as bidder, hereby declares that the only person or persons, interested in this proposal as principal is/or are named herein and that no other person than herein named has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is, in all respects, fair and in good faith without collusion of fraud.

Having examined the contract plans, specifications and other documents, visited the site and being familiar with all requirements of same, I (or we) propose to furnish all the materials and perform all the work necessary for the General Construction of the above referenced project in strict accordance with the plans, specifications and other contract documents prepared by Pinnacle Architecture, P.A., Matthews, North Carolina for the sum of:

Five Hundred Forty Three Thousand - Two Hundred Dollars
(\$ 543,200.00). The time required for construction will
be 100 calendar days.

A certified check in the amount of \$_____ (5%), or a Bid Bond in the amount of 5%
of the Bid, or a cash deposit in the amount of \$_____ (5%) is attached
hereto.

We also agree that after the presentation of this proposal, that a reasonable time, and in no case less than 30 days, will be allowed **the Town of Holden Beach** for the necessary approvals before awarding the contract.

The undersigned further agrees that, in case of failure on his part to execute the said contract and the bond within ten (10) consecutive days after written notice being given of the award of the contract, the check or bid bond accompanying this bid and the monies payable thereon, shall be paid to **the Town of Holden Beach**, as liquidated damages for such failure; otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.

UNIT PRICES

Suspended Acoustical Ceiling Installed \$ 7.00 per square foot
Resilient Flooring (VCT) Installed \$ 16.00 per square foot
Paint Installed \$ 5.00 per square foot
Formed Cast in Place Reinforced Concrete \$ 1,500.00 per cubic yard

SUBCONTRACTORS LIST

GENERAL: Kowen GC Amount \$ 409,870
PLUMBING: Kowen GC Amount \$ 38,000.00
HVAC: A Plus Management Amount \$ 19,330.00
ELECTRICAL: SOECO, LLC. Amount \$ 41,000.00
SITE WORK: Kowen GC Amount \$ 35,000.00

Contractor's State License No. 87725

Contractor Kowen General Contractor
By Caleb Chavis

NOTE: BID PROPOSAL FORM MUST BE COMPLETELY FILLED OUT (i.e. BASE BID PRICE, TIME IN CALENDAR DAYS, LICENSE NO. AND SIGNATURE) TO BE READ. ANY ALTERNATE OR UNIT PRICE LEFT BLANK WILL BE CONSIDERED "NO ADDITIONAL CHARGE" (\$0.00). UNIT PRICES WILL NOT BE READ PUBLICLY, BUT WILL BE A PART OF THE CONTRACT.

Acknowledge of Receipt of Addenda

Addendum No. 1 Signature Caleb Chavis Date 1-17-25

Addendum No. _____ Signature _____ Date _____

Addendum No. _____ Signature _____ Date _____

Addendum No. _____ Signature _____ Date _____

State of North Carolina AFFIDAVIT A - Listing of Good Faith Efforts

County of Brunswick

(Name of Bidder)

Affidavit of Kowen General Contractors

I have made a good faith effort to comply under the following areas checked.

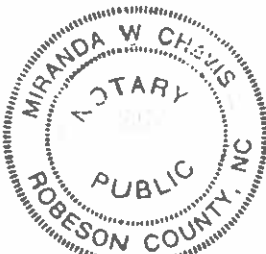
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 3010101)

- ☒ 1 - (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed
- ☒ 2 - (10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due
- ☒ 3 - (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ 4 - (10 pts) Worked with minority trade community or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses
- ☐ 5 - (10 pts) Attended prebid meetings scheduled by the public owner
- ☐ 6 - (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors
- ☒ 7 - (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing
- ☐ 8 - (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit
- ☐ 9 - (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible
- ☐ 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 1-28-25 Name of Authorized Officer: Caleb Chavis
 Signature: Caleb Chavis
 Title: President



State of North Carolina County of Robeson
 Subscribed and sworn to before me this 28 day of January 2025
 Notary Public Miranda W. Chavis
 My commission expires 7-10-2027

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond Number CBB0070653

KNOW ALL MEN BY THESE PRESENTS, that we **Kowen General Contractors, Inc**

1633 Old Red Springs Road

(Here insert full name and address or legal title of Contractor)

Maxton, NC 28364

as Principal, hereinafter called the Principal, and **National American Insurance Company**

P.O. Box 9

(Here insert full name and address or legal title of Surety)

Chandler, OK 74834

a corporation duly organized under the laws of the State of **Oklahoma**

as Surety, hereinafter called the Surety are held and firmly bound unto **Town of Holden Beach**

110 Rothschild St.

(Here insert full name and address or legal title of Owner)

Holden Beach, NC 28462

as Obligor, hereinafter called the Obligor, in the sum of **5** % of the amount bid not to exceed

Five Percent of Amount Bid *** Dollars (\$5% of Amount Bid *****)**

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, Jointly and severally, firmly by these presents

WHEREAS, the Principal has submitted a bid for **Parking Area & Restroom Facility - Block Q**

Holden Beach, NC

(Here insert full name and address and description of project)

Project No. **N/A**

NOW THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

14th

day of

January

2025

Maurice W. Chow

(Witness)

Kowen General Contractors, Inc

(Principal)

Carl Chan **President**

(Title)

National American Insurance Company

(Surety)

Justin A. Brooks

(Witness)

A.M. DiGeronimo

A.M. DiGeronimo

(Title)

Attorney-in-Fact

NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY

Number: CB80070653

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS, That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution adopted by the Board of Directors of the said Company on the 8th day of July 1987 to wit:

"Resolved that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms or corporations as may be selected from time to time:

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s) in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint:

A M DiGeronimo, Colin Y Tumy, Michael R DiGeronimo

its true and lawful attorney(s) in fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds not to exceed \$4,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent in, of such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 21st day of March, A.D. 2022, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



Crystal Exp

Notary Public
My Commission Expires August 27, 2026
Commission #13007877

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 14th day of January, 2025



DIVISION 00

SECTION 00 41 13: GENERAL CONSTRUCTION PROPOSAL (SINGLE PRIME)

**Parking Area & Restroom Facility – Block Q
Holden Beach, North Carolina**

Gentlemen:

The undersigned, as bidder, hereby declares that the only person or persons, interested in this proposal as principal is/or are named herein and that no other person than herein named has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is, in all respects, fair and in good faith without collusion of fraud.

Having examined the contract plans, specifications and other documents, visited the site and being familiar with all requirements of same, I (or we) propose to furnish all the materials and perform all the work necessary for the General Construction of the above referenced project in strict accordance with the plans, specifications and other contract documents prepared by Pinnacle Architecture, P.A., Matthews, North Carolina for the sum of:

Six hundred twenty five thousand seventy eight dollars & ^{no}/₁₀₀ Dollars
(\$ ~~523,157.10~~ 625,078.00 ^{no}/₁₀₀ The time required for construction will
be 210 calendar days.

A certified check in the amount of \$ N/A (5%), or a Bid Bond in the amount of 5% of the Bid or a cash deposit in the amount of \$ N/A (5%) is attached hereto.

We also agree that after the presentation of this proposal, that a reasonable time, and in no case less than 30 days, will be allowed **the Town of Holden Beach** for the necessary approvals before awarding the contract.

The undersigned further agrees that, in case of failure on his part to execute the said contract and the bond within ten (10) consecutive days after written notice being given of the award of the contract, the check or bid bond accompanying this bid and the monies payable thereon, shall be paid to **the Town of Holden Beach**, as liquidated damages for such failure; otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.

UNIT PRICES

Suspended Acoustical Ceiling Installed \$ 2.50 per square foot
Resilient Flooring (VCT) Installed \$ 2.20 per square foot
Paint Installed \$ 1.00 per square foot
Formed Cast in Place Reinforced Concrete \$ 400.00 per cubic yard

SUBCONTRACTORS LIST

GENERAL: Paragon Building Corporation U-32435 Amount \$ 459,888.⁰⁰
PLUMBING: Kelly Plumbing 127298 Amount \$ 31,800.⁰⁰
HVAC: Fulford Heating & Air 12677 Amount \$ 19,698.⁰⁰
ELECTRICAL: Paragon Building Corporation 9273-1A Amount \$ 22,800.⁰⁰
SITE WORK: Coastline Contracting, Inc. 87985 Amount \$ 90,892.⁰⁰

Contractor's State License No. U-32435

Contractor Paragon Building Corporation

By Bobby B Morgan President

NOTE: BID PROPOSAL FORM MUST BE COMPLETELY FILLED OUT (i.e. BASE BID PRICE, TIME IN CALENDAR DAYS, LICENSE NO. AND SIGNATURE) TO BE READ. ANY ALTERNATE OR UNIT PRICE LEFT BLANK WILL BE CONSIDERED "NO ADDITIONAL CHARGE" (\$0.00). UNIT PRICES WILL NOT BE READ PUBLICLY, BUT WILL BE A PART OF THE CONTRACT.

Acknowledge of Receipt of Addenda

Addendum No. 1 Signature [Signature] Date 01/17/2025

Addendum No. _____ Signature _____ Date _____

Addendum No. _____ Signature _____ Date _____

Addendum No. _____ Signature _____ Date _____

(Name of Bidder)

**HUB
Certified
(Y/N)

[illegible]

The total value of minority business contracting will be (\$) 9.00

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid
State of North Carolina AFFIDAVIT A Listing of Good Faith Efforts
County of New Hanover

(Name of Bidder)
Affidavit of Paragon Building Corporation

I have made a good faith effort to comply under the following areas checked

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 301.0101)

- ☒ 1 - (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☒ 2 --(10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due
- ☒ 3 - (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☒ 4 - (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ 5 - (10 pts) Attended prebid meetings scheduled by the public owner
- ☐ 6 - (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☒ 7 - (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing
- ☐ 8 - (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan, capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit
- ☐ 9 - (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☒ 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 01/20/2025 Name of Authorized Officer: Bobby B Morgan
Signature: _____
Title: President

Jennifer R. Lee
Notary Public
Brunswick County, NC

State of North Carolina County of New Hanover
Subscribed and sworn to before me this 20th day of January, 2025
Notary Public Jennifer R. Lee
My commission expires 07/11/2028

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____
Paragon Building Corporation as
principal, and Employers Mutual Casualty Company, as surety, who is
duly licensed to act as surety in North Carolina, are held and firmly bound unto
Town of Holden Beach as obligee,
in the penal sum of Five Percent of Amount Bid 5% DOLLARS, lawful money of
the United States of America, for the payment of which, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

Signed, sealed and dated this 28th day of January, 2025

WHEREAS, the said principal is herewith submitting proposal for
Restroom Building and Parking Lot Holden Beach, NC
and the principal desires to file this bid bond in lieu of making the cash deposit as required
by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that
if the principal shall be awarded the contract for which the bid is submitted and shall
execute the contract and give bond for the faithful performance thereof within ten days after
the award of same to the principal, then this obligation shall be null and void; but if the
principal fails to so execute such contract and give performance bond as required by G.S.
143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in
the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by
G.S. 143-129.1

Paragon Building Corporation (SEAL)

By: [Signature] (SEAL)

Paragon Bobby B. Morgan - President

(SEAL)

Employers Mutual Casualty Company (SEAL)

By: [Signature] (SEAL)

Wendy E Lahm, Attorney-in-Fact

Surety Phone No 515-280-2511



FORM OF BID BOND

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company," and collectively as "Companies," each does by these presents, make, constitute and appoint

Wendy E Lahm

its true and lawful attorney-in-fact with full power and authority conferred to sign, seal and execute the following Surety Bond

Surety Bond Number: Bid Bond
Principal: Paragon Building Corporation
Obligee: Town of Holden Beach

and to bind each Company hereby as fully and to the same extent as such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed

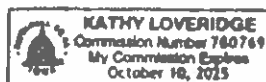
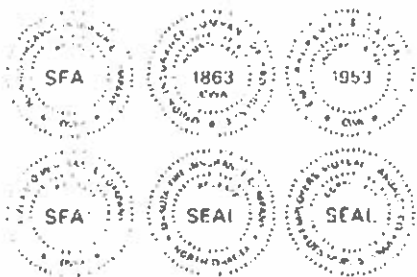
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held on 1999

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company thereto bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power of attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, whenever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 19 day of September, 2022

SEAL



Scott R. Jean
Scott R. Jean, President & CEO
of Company 1, Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 19th day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of the respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of each of the Companies.

My Commission Expires October 18, 2025

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 19th day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 28th day of January 2025

Ryan J. Springer
Vice President



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 2/18/25

FROM: Interim Town Manager Ferguson

DATE SUBMITTED: 2/10/25

ISSUE/ACTION REQUESTED: Consideration and possible action on repair of the multipurpose court.

BACKGROUND/PURPOSE OF REQUEST: Usage causes cracks to form down the seams of the court over time. Several attempts have been made to receive three quotes for a repair contract using informal bid solicitation. Suggest moving forward with the lowest bid at this time to afford the opportunity to work in the off season.

FISCAL IMPACT: (select one)

BUDGET AMENDMENT REQUIRED:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
CAPITAL IMPROVEMENT PLAN ITEM:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
PRE-AUDIT CERTIFICATION REQUIRED:	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/> N/A
REVIEWED BY FINANCE DIRECTOR:	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/> N/A

CONTRACTS/AGREEMENTS: (select one)

REVIEWED BY TOWN ATTORNEY:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/> N/A
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ADVISORY BOARD RECOMMENDATION: N/A

FINANCE RECOMMENDATION:

INTERIM TOWN MANAGER'S RECOMMENDATION: Award contract to Net Sourced, LLC with direction for interim manager to execute paperwork via a budget adjustment from available to appropriate.



Date: February 10, 2025

To: Mayor Holden and Board of Commissioners

From: Christy Ferguson, Interim Town Manager 

Re: Multipurpose Court Repair

The multipurpose court at Bridgeview Park has a crack that runs the length of the court. I have been working for several months to receive quotes for repair as our original contractor has gone out of business. Based on the projected cost of services, an informal process was used for procurement. Two quotes were obtained and the lowest is \$21,904. I was not successful in obtaining a third quote despite trying several companies, as either they had too much work to take the Town's project on or a one court project was too small for their scope of services. The repair was an unplanned expense in this year's budget, but the Town could get the work accomplished this budget year by moving funds from Available to Appropriate. Work is scheduled to be completed before tourist season kicks into high gear.

Suggested Motion: Approve bid from Net-Sourced, LLC and source from Available to Appropriate.

Attachment 1: quotes

NET-SOURCED, LLC

"If it needs a net, you need us!"

4928 Kunding Ct
Raleigh, NC 27606
Phone 919-656-6059
galeighton@gmail.com

TO:

Holden Beach Basketball/Pickleball Court
Bridgeview Park
125 Davis St.
Holden Beach, NC 28462
Att: Christy Furgeson
Christy.Furgeson@hbtownhall.com

Description

- 1) Powerwash entire court
- 2) Clean out cracked asphalt of dirt and debris.
- 3) Fill crack with an acrylic sealant and leveling material
- 4) apply mesh tape to help the crack from spreading.
- 5) Apply 1 coat of acrylic resurfacer
- 6) Apply 2 coats of Acrylic paint in selected colors.
- 7) Apply basketball and Pickleball lines. White lines for Pickleball. Basketball line color TBD

Cost of Project: \$ 21,904

50% Deposit Due with acceptance of Quotation, Balance due when completed. Change orders to be approved in writing. Make check payable to: Net-Sourced, LLC



PO Box 387 • Wendell, NC 27591 • Phone: 919-365-7500

Christy Ferguson
Phone: 9106124009

Job Address:
110 Rothschild Stret
Holden Beach, NC

Print Date: 2-10-2025

Proposal for Christy Ferguson

www.northstateresurfacing.com

NC License#: 73842
VA License#: 2705157542

Thank you for allowing us to provide a proposal for your project. Established in 1990, North State Resurfacing specializes in the construction and resurfacing of tennis courts, basketball courts, pickleball courts and a wide variety of multi-use recreational surfaces.

Customer satisfaction is our main goal. Superior materials, quality workmanship and attention to detail have earned us an excellent reputation with our clients. As an authorized distributor and applicator of **Nova Sports USA** and **Laykold - Official Surface of the US Open**.

North State Resurfacing is also the exclusive developer and installer of the **North State Polyester System** – an innovative, guaranteed process for repairing cracks.

Fully licensed, bonded and insured, we have the experience and technical support to address a wide variety of surfaces and field conditions. We would greatly appreciate the opportunity to assist you with your project.

Authorized installer of:

Mobilization

Items	Description
Mobilization	Includes travel, setup, and labor.

Surface Preparation

Items	Description
Court Debris Removal	Clean and scrape courts of all loose material, dirt, foreign matter and debris.
Burn & Herbicide	After vegetation has been removed, burn root growth with a propane burner then treat with herbicide. North State cannot guarantee the reappearance of vegetation.
Vegetation Removal	Remove vegetation from cracks and the inside perimeter of the courts.
Patch Work	Patch any structural cracks, dings, etc. in the asphalt surface using an acrylic patching material.
Birdbaths/Depressions	North State to patch depressions/birdbaths holding more than 1/8" water, after one hour on a sunny, 70-degree Fahrenheit day, with acrylic patching material. North State shall tack-coat all depressions prior to patching. North State cannot guarantee the elimination of standing water, although it will be improved. Only one attempt shall be performed. Additional attempts will be based on time and materials.
Pressure Washing	Pressure wash entire court surface as needed

Crack Repair

Items	Description
Guardian Crack Repair	<p>North State will overlay major structural cracks (longer than 3 feet, totaling approximately 80 linear feet) using the Guardian Crack Repair System. A 2-year guarantee is provided against the reappearance of cracks repaired with this system.</p> <p>Important Notes:</p> <p>Existing and New Cracks: While we guarantee the repair of existing cracks, there is a possibility that existing cracks may lengthen or new cracks may develop over time.</p> <p>Movement and Micro Fractures: The Guardian System is designed to expand and contract with underlying cracks. However, this movement might occasionally exceed the flexibility of surface coatings, potentially causing micro fractures. These micro fractures are purely aesthetic and do not impact the performance of the Guardian System. They are not considered defects and are not covered under our warranty. We use the most flexible resurfacer available from the manufacturer to minimize the appearance of micro fractures.</p> <p>Additional Cracking: There might be an increase in the length or number of cracks between the initial assessment and the actual execution of the job. Additional cracking will be billed at the rate of \$22.00/l.f. in addition to the sum stated below.</p>

Surfacing

Items	Description
Laykold Acrylic Resurfacer	Apply one (1) coat of Laykold, sand filled acrylic resurfacer (or equivalent), to the entire court surface, as a filler coat, following the manufacturer's directions and application rates.
Laykold Color Coats	Apply two (2) coats of Laykold, sand filled color resurfacer, (or equivalent) to the entire court surface as a color coat following the manufacturer's directions and application rates.

Playing Lines

Items	Description
Line Primer	Prior to painting lines, provide one (1) coat of Nova Seal-A-Line (or equivalent) to seal tapes for a crisp/sharp line edge.
Basketball Lines	Layout, tape and hand paint 2" wide playing lines on 3 Basketball courts using Novatex, textured acrylic white line paint (or equivalent). Playing lines shall consist of one (1) key and one (1) high school three point line. Colors should be blended unless otherwise specified.
Pickleball Lines	Layout, tape and hand paint 2" wide pickleball lines using Novatex, textured acrylic line paint (or equivalent). Dimensions of the playing lines are to conform to USAPA specifications.

Completion

Items	Description
Clean & Inspection	Clean job site, dispose of all debris and leave courts ready for play.

Total Price: \$22,518.90

Color: As desired from color chart. Please view selections at:
[Biggest colour in Tennis — Laykold - Official Surface of the US Open.](#)
[Nova Sports](#)

Payment: Individual billings as the work progresses. Unpaid balances are subject to finance charges of 1.5% per month.

Guarantee: One (1) year against defective materials and labor unless otherwise noted. The appearance of cracks are not guaranteed unless:

1. Installation of the North State Polyester System is guaranteed for two (2) years against the appearance of cracks.
2. Installation of Fortress 97423 Polyester Fabric over individual cracks are guaranteed not to reappear for one (1) year. All other areas are not guaranteed.
3. Installation of GU2518-9 Guardian Crack Repair or equivalent over individual cracks are guaranteed not to reappear for two (2) years. All other areas are not guaranteed.
4. Installation of new asphalt surface is guaranteed for one (1) year against the appearance on cracks.

Birdbaths/Depressions:

- This item excludes major depressions or damages indicative of significant paving errors, defined as any depression deeper than 1/8 of an inch, or spanning a diameter or length greater than 5 feet.
- Issues fitting the above criteria should be addressed by the contractor responsible for the initial paving, as they fall outside the typical scope of wear-and-tear maintenance.
- North State Resurfacing will focus on improving water drainage and surface levelness but cannot guarantee complete elimination of standing water in affected areas.
- Repairs under this item are limited to minor adjustments and do not include comprehensive re-paving or large-scale reconstruction.
- North State Resurfacing is not liable for rectifying extensive surface issues that are clearly a result of initial paving/construction errors. Such cases should be directed to the initial paving contractor under their warranty or service agreement.

- Clients are advised to review and confirm the condition of the court prior to the commencement of work. Any discrepancies should be reported immediately to North State Resurfacing.

Weather Limitations:

- * Air and surface temperatures must be 50 degrees F and rising.
- * Installation cannot be performed when rain is imminent or extremely high humidity prevents drying.
- * Installation cannot be performed if the surface temperature is above 140 degrees F.

Notes:

- This proposal may be withdrawn by us if not accepted within **30** days.
- Owner shall provide potable water and electricity to within 200' of courts.
- Suitable access to the courts shall be provided along with an area for washing our equipment.
- Occasionally crack repair may cause dead spots or buckling of the surface, this should be considered normal.
- Standing water (birdbaths) may only be minimized due to possible inadequate slope/drainage.
- One (1) mobilization included, each additional @ \$3,000.00
- Rust stains caused by asphalt content are not guaranteed.
- Damages caused by miscellaneous growth under or within the asphalt surface such as roots, fungus, etc. are not guaranteed.
- Layout, traffic control, permits, testing and inspection not included unless specifically noted above.
- Not responsible for any damages to property associated with accessing the courts such as curbs, gutters, walkways, etc.
- North State Resurfacing shall not be held liable for consequences resulting from damage to underground utilities or objects that are not adequately located by the property owner and/or the governing local underground locating service.
- North State Resurfacing carries appropriate Liability and Workman's Compensation insurance.
- Owner shall carry Fire, Tornado and any other pertinent insurance.
- Owner responsible for re-seeding grass and replacement of any shrubbery that may be disturbed during the project.
- Owner shall provide suitable area for storing materials such as fencing and electrical components.
- Owner understands that North State Resurfacing relies upon the Owner's promise to pay according to the terms of this Proposal/Contract. Therefore, a late charge of one and one half percent (1-1/2%) per month (18% per annum) will be added to all past due accounts. If it becomes necessary to employ a collection agency, or to initiate legal proceedings in order to enforce this agreement, North State Resurfacing shall be entitled to recover their costs and attorneys' fees, and such fees shall be added to this Proposal/Contract.
- Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: February 7, 2025

FROM: Heather Finnell, Town Clerk
2025

DATE SUBMITTED: February 18,

ISSUE/ACTION REQUESTED: Audit Committee Items

BACKGROUND/PURPOSE OF REQUEST:

Per Section 30.26 of the Code of Ordinances, the Audit Committee is comprised of a member of the Board of Commissioners and not less than two or more than four residents or property owners of the Town of Holden Beach as full members, plus one alternate member (Attachment 1).

The commissioner shall be appointed to the Audit Committee by the Board in January of each year. We have two full member vacancies and the alternate member's term is expiring (Attachment 2).

Grace Lam, Cedric Scott, David Shehdan, Kent Steeve and Mitchell Varner have submitted their names to be considered for the vacancies (Attachment 3). The current alternate member, Mike Felmly is eligible and willing to serve if needed. Interviews are scheduled for February 18th at 4:30 p.m.

The Board can vote by ballot or verbally to fill the positions. If ballots are used, please make sure to sign your name on the ballot.

FISCAL IMPACT: (select one)

BUDGET AMENDMENT REQUIRED:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
CAPITAL IMPROVEMENT PLAN ITEM:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
PRE-AUDIT CERTIFICATION REQUIRED:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
REVIEWED BY FINANCE DIRECTOR:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

CONTRACTS/AGREEMENTS: (select one)

REVIEWED BY TOWN ATTORNEY:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
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ADVISORY BOARD RECOMMENDATION: N/A

FINANCE RECOMMENDATION: N/A

TOWN MANAGER'S RECOMMENDATION: N/A

ATTACHMENT: Attachment 1 - Section 30.26 Holden Beach Code of Ordinances

Attachment 2 – Terms

Attachment 3 - Applications

Holden Beach Code of Ordinances

§ 30.27 AUDIT COMMITTEE.

(A) *Creation, name and number of members.* There is hereby established an Audit Committee which shall be comprised of a member of the Board of Commissioners and not less than two or more than four residents or property owners of the town as full members, plus one alternate.

(B) *Powers and duties.* The Audit Committee shall:

(1) Serve as an advisory committee for the town's Board of Commissioners (BOC);

(2) Assist and advise the BOC in its oversight responsibilities for the town's financial reporting process, systems of internal financial controls and the external audit process;

(3) Recommend to the BOC each year the selection of the independent external audit firm to conduct the annual external audit, using a request for proposals selection process when deemed necessary by the Audit Committee;

(4) Monitor the performance of the commercial public accounting firms providing audit services to the town;

(5) Monitor the performance of the external audit firm as it relates to the annual audit of the town;

(6) Review the annual audit report with the external auditor and provide a written opinion to the BOC;

(7) Periodically confirm the suitability of the town's internal control systems and/or policies, including information technology security and control;

(8) Receive confirmation that audit report recommendations have been acted upon in advance of the commencement of the next external audit;

(9) Perform other functions from time to time as shall be delegated or assigned to it by the BOC.

(C) *Appointment; terms.* The Commissioner shall be appointed by the BOC in January of each year. Other members of the Audit Committee shall be appointed by the BOC for three-year terms, with the exception of 2022 when two members shall be appointed for three years and two members for two years. Appointments shall normally be made in January. Each member of the Audit Committee shall serve at the pleasure

Holden Beach Code of Ordinances

of the Board during their appointment.

(D) *Meetings and attendance.*

(1) The Audit Committee shall meet quarterly and in addition at least one time per year to review the final audits with the external audit firm. Additional meetings may be called by the Chair as deemed necessary in fulfillment of the duties of the Committee. An appointed member of the Audit Committee who misses three consecutive regular meetings loses their status as a member.

(2) The Audit Committee shall comply with the provisions of the North Carolina Open Meetings Law, G.S. §§ 143-318.9 *et seq.* A quorum shall be in attendance before any action of an official nature can be taken. A **QUORUM** is defined as at least one more than the number absent of the appointed members.

(3) The Town Manager or his or her designee shall also be in attendance in addition to staff that he or she invites to provide pertinent information on agenda items. Auditors or other outside specialists may also be invited by the Committee or the Town Manager as appropriate.

(4) An appointed member of the Audit Committee who misses three consecutive regular meetings loses his or her status as a member.

(E) *Officers.*

(1) There shall be a Chair and Vice Chair of the Audit Committee. An annual election of the Chair and Vice Chair shall occur at the first regular meeting of the year.

(2) The Town Manager or his or her designee shall serve as Secretary to the Audit Committee.

(F) *Officers' duties.*

(1) The Chair of the Audit Committee shall preside at all meetings and shall appoint all committees.

(2) When the Chair is absent, the Vice Chair shall perform the duties of the Chair. When both the Chair and Vice Chair are absent, a temporary Chair shall be selected by those members who are present.

(3) The Chair shall assemble and provide an agenda to the Secretary at least one week in advance of a scheduled meeting.

(4) The Secretary shall provide to all members copies of agendas, official reports, information relevant to the Committee's duties provided to the Secretary by an Committee member and the official minutes of all regular and special meetings at

:"American Legal Publishing Corporation" 2

Holden Beach Code of Ordinances

least three working days prior to the next scheduled meeting.

(Ord. 16-02, passed 1-12-16; Am. Ord. 18-18, passed 12-18-18; Am. Ord. 21-32, passed 11-16-21)

Attachment 2

AUDIT COMMITTEE

MEMBER		TERM EXPIRES
Tom Myers	Appointed Member from Board of Commissioners	January 2025
Tony Chavonne	Appointed Regular Member 1/18/22	January 2025
May Vail Ware	Appointed Regular Member 1/23/24	January 2027
Vacant	Appointed Regular Member 1/18/22	January 2025
Tim Thronson	Appointed Regular Member 1/23/24	January 2027
Mike Felmly	Appointed Alternate Member 1/18/22	January 2025



Attachment 3
TOWN OF HOLDEN BEACH
Application for Town Board Membership

Personal Information:

Name: Grace Lam
Address: 891 OBW Holden Beach Phone #: 626-234-5363
Email: grace.k.lam@gmail.com Occupation: CPA

Interest & Ability:

Board or Committee you are interested in serving on: Audit Committee

Why are you interested in serving in this capacity? To be a contributing resident

What do you feel you can contribute to the position? I have over 20 years in the accounting field as a senior executive.

Background:

School(s)	Dates	Area of Study	Degree
<u>University of Texas at Aust.</u>	<u>1998</u>	<u>MBA (Business)</u>	<u>MBA</u>
<u>University of Texas at Austin</u>	<u>1998</u>	<u>Accounting</u>	<u>Master</u>

Previous Residences:

101 OBW Holden Beach
891 OBW Holden Beach
Prior/current involvement in Town Government or related activities:

N/A

Specific experiences, training or interests you have that you feel would be useful in the work of the Board/Committee:

Certified Public Accountant
Financial Management and Reporting

Certification of Eligibility:

I am a resident of the Town of Holden Beach.

No person shall be appointed by the BOC or pursuant to any authority delegated by the BOC who is a member of the BOC; the Town Manager, Town Attorney, Town Clerk, Police Chief or any full or part-time employee of the Town who reports to any of the foregoing; a contractor, consultant or other person providing goods or services to the Town in consideration of cash or other thing valued at more than \$1,000 in any one year or an officer or material owner thereof; or the spouse, domestic partner, child, parent or sibling of any of the foregoing. I am not in conflict with this regulation.

Signature of Applicant: [Signature] Date: Jan 2, 2025



TOWN OF HOLDEN BEACH
Application for Town Board Membership

Personal Information:

Name: Cedric L. L. Scott
Address: 1055 Tide Ridge Dr Phone #: 704-606-1819
Email: cedscott76@gmail.com Occupation: Business Broker

Interest & Ability:

Board or Committee you are interested in serving on: Audit Committee

Why are you interested in serving in this capacity?

I have years of experience auditing business & personal financials.

What do you feel you can contribute to the position?

I'm practical, conservative & prudent.

Background:

School(s)	Dates	Area of Study	Degree
<u>Mars Hill University</u>	<u>1995-1999</u>	<u>Political Science</u>	<u>B.A.</u>

Previous Residences: Norwood, NC & Charlotte, NC

Prior/ current involvement in Town Government or related activities: Currently
Point West POA President

Specific experiences, training or interests you have that you feel would be useful in the work of the Board/

Committee: I have an extensive background in economic development.
Former board member Pisgah Legal Services & YMI Cultural Center Asheville, NC.
Former Asst. Treasurer WNC Economic Development Commission.

Certification of Eligibility:

I am a resident of the Town of Holden Beach.

No person shall be appointed by the BOC or pursuant to any authority delegated by the BOC who is a member of the BOC; the Town Manager, Town Attorney, Town Clerk, Police Chief or any full or part-time employee of the Town who reports to any of the foregoing; a contractor, consultant or other person providing goods or services to the Town in consideration of cash or other thing valued at more than \$1,000 in any one year or an officer or material owner thereof; or the spouse, domestic partner, child, parent or sibling of any of the foregoing. I am not in conflict with this regulation.

Signature of Applicant: Cedric L. Scott Date: 12-26-2024



TOWN OF HOLDEN BEACH
Application for Town Board Membership

Personal Information:

Name: Kent Steeves
Address: 109 Clipper Ship Drive Phone #: 302-605-6473
Email: kts68734@gmail.com Occupation: Business Owner - Braeloch Brewing

Interest & Ability:

Board or Committee you are interested in serving on: Audit Committee

Why are you interested in serving in this capacity?

I believe it is important to be engaged in the community to which we are financially contributing. The Audit Committee is also a great way to a more clear understanding of how Holden Beach operates and fiscally drives decisions.

What do you feel you can contribute to the position?

I have a long corporate career running profitable global businesses and my wife and I now run our own business for the last five years. This experience, along with my college degrees, has afforded me the ability to develop and utilize a breadth of financial analysis and fiscal management.

Background:

School(s)	Dates	Area of Study	Degree
<u>Purdue University</u>	<u>1981 thru 1985</u>	<u>Engineering</u>	<u>Aeronautical & Astronautical Engineering (rocket science)</u>
<u>University of Delaware</u>	<u>Graduated 1993</u>	<u>Business</u>	<u>MBA - Finance concentration</u>

Previous Residences:

Newark, Delaware

Prior/ current involvement in Town Government or related activities:

No town government, engaged with Town council in Newark, DE and Kennett Square, PA for modifying zoning codes and laws to accommodate expanded business models/uses. Career at V.L. Gore & Associates (Gore-Tex company) leading global business of sizes up to \$200M revenue. USA Swimming certified Referee, State of DE High School swim/dive official and State Rules Interpreter, Member of Brewers of PA which is heavily engaged in State government interactions and legislation.

Specific experiences, training or interests you have that you feel would be useful in the work of the Board/ Committee:

With experiences listed above, Fiscal management, Financial analysis, and Financial stewardship are essential for any business to survive; numbers tell a lot of the story. As a small business owner that survived two years of COVID, understanding our finances is a core life-blood to business. I feel my experience can bring this perspective to the Audit Committee.

Certification of Eligibility:

I am a resident of the Town of Holden Beach.

No person shall be appointed by the BOC or pursuant to any authority delegated by the BOC who is a member of the BOC; the Town Manager, Town Attorney, Town Clerk, Police Chief or any full or part-time employee of the Town who reports to any of the foregoing; a contractor, consultant or other person providing goods or services to the Town in consideration of cash or other thing valued at more than \$1,000 in any one year or an officer or material owner thereof; or the spouse, domestic partner, child, parent or sibling of any of the foregoing. I am not in conflict with this regulation.

Signature of Applicant:  Date: December 20, 2023



TOWN OF HOLDEN BEACH
Application for Town Board Membership

Personal Information:

Name: Mitchell Varner

Address: 192 Greensboro Street
Holden Beach, NC 28462 Phone #: 704.589.7314

Email: mitch.varner@gmail.com Occupation: retired - healthcare executive

Interest & Ability:

Board or Committee you are interested in serving on: audit

Why are you interested in serving in this capacity? A community's financial integrity is directly correlated to its quality of culture and growth.

What do you feel you can contribute to the position? Provide detail oriented review of people, processes, and finance insuring accuracy and accountability of those results to the standards established.

Background:

School(s)	Dates	Area of Study	Degree
<u>UNC - Chapel Hill</u>	<u>1980</u>	<u>Finance/Economics</u>	<u>M.S.</u>

Other

~~Previous~~ Residences: 4700 Cotton Creek Drive
Charlotte NC 28226

Prior/ current involvement in Town Government or related activities: no prior experience

Specific experiences, training or interests you have that you feel would be useful in the work of the Board/ Committee: see back of form

Certification of Eligibility:

~~I am a resident of the Town of Holden Beach.~~

I am one of six families with an
ownership interest in 192 Greensboro
Street, Holden Beach, NC 28462

No person shall be appointed by the BOC or pursuant to any authority delegated by the BOC who is a member of the BOC; the Town Manager, Town Attorney, Town Clerk, Police Chief or any full or part-time employee of the Town who reports to any of the foregoing; a contractor, consultant or other person providing goods or services to the Town in consideration of cash or other thing valued at more than \$1,000 in any one year or an officer or material owner thereof; or the spouse, domestic partner, child, parent or sibling of any of the foregoing. I am not in conflict with this regulation.

Signature of Applicant: Mitchell Varner

Date: 1-2-25

Extensive experience in the healthcare industry as sales executive. Includes 14 years with McKesson involving multi-million dollar hospital system contract negotiations with legal, financial, and operational analysis and implementation. P&L responsibility for 18 member sales team generating 60 million in sales with ~~\$100~~ \$10 million expenditures.

Responsible for forecasting, inventory management, margin management, and pricing analysis for country's largest physician office distributor.

Additionally, obtained the Certified Financial Planner degree and license in 1987 for use personal financial planning.



TOWN OF HOLDEN BEACH

Application for Town Board Membership

Personal Information:

Name: FELMLY, MIKE
 Address: 137 CAROLINA AVE Phone #: 401-562-0595
 Email: FELMLY@GMAIL.COM Occupation: U.S. NAVY (RET)

Interest & Ability:

Board or Committee you are interested in serving on: AUDIT

Why are you interested in serving in this capacity? SEVERAL PEOPLE OF H.B. +
LOOSE ACCOUNTABILITY OF FUEL TAX \$\$\$

What do you feel you can contribute to the position? ACCOUNTABILITY

Background:

School(s)	Dates	Area of Study	Degree
<u>SUNY PUTNAM</u>	<u>70-74</u>	<u>BIOLOGY</u>	<u>B.A.</u>
<u>UNIV @ ALBANY</u>	<u>75-76</u>	<u>EDU. ADM.</u>	<u>M.S.</u>
<u>NATIONAL UNIV</u>	<u>82-83</u>	<u>INST TECH</u>	<u>M.S.</u>
<u>Previous Residences:</u>			
<u>U.S. ARMY WAR COLL</u>	<u>96-97</u>	<u>NATIONAL SEC. CENTER</u>	<u>MAJOR</u>
<u>D.C. TECH</u>	<u>13-14</u>	<u>MANAGE TECH</u>	<u>A.S.</u>

Prior/ current involvement in Town Government or related activities:

AUDITS IN NAVY FOR 30 YEARS

Specific experiences, training or interests you have that you feel would be useful in the work of the Board/ Committee: ABOVE

Certification of Eligibility:

I am a resident of the Town of Holden Beach.

No person shall be appointed by the BOC or pursuant to any authority delegated by the BOC who is a member of the BOC; the Town Manager, Town Attorney, Town Clerk, Police Chief or any full or part-time employee of the Town who reports to any of the foregoing; a contractor, consultant or other person providing goods or services to the Town in consideration of cash or other thing valued at more than \$1,000 in any one year or an officer or material owner thereof; or the spouse, domestic partner, child, parent or sibling of any of the foregoing. I am not in conflict with this regulation.

Signature of Applicant: _____

Date: 1/10/22

PREVIOUS RESIDENCES: THROUGHOUT THE 60S-80S



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 2/18/25

FROM: Interim Town Manager Ferguson

DATE SUBMITTED: 1/31/25

ISSUE/ACTION REQUESTED: Consideration and possible action on Resolution 25-02 in support of an updated BIMP (Beach and Inlet Management Plan) for the state.

BACKGROUND/PURPOSE OF REQUEST: For funding purposes agencies ask about the economic impact of NC Beaches. The last BIMP was completed in 2016. When advocates approach funding agencies, they communicate they need current numbers. The NC Beach, Inlet, and Waterway Association is asking for the help of each of its members in passing resolutions of support.

FISCAL IMPACT: (select one)

BUDGET AMENDMENT REQUIRED:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
CAPITAL IMPROVEMENT PLAN ITEM:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
PRE-AUDIT CERTIFICATION REQUIRED:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/> N/A
REVIEWED BY FINANCE DIRECTOR:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/> N/A

CONTRACTS/AGREEMENTS: (select one)

REVIEWED BY TOWN ATTORNEY:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/> N/A
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ADVISORY BOARD RECOMMENDATION: N/A

FINANCE RECOMMENDATION:

INTERIM TOWN MANAGER'S RECOMMENDATION: Support resolution 25-02



**RESOLUTION 25-02
RESOLUTION OF SUPPORT**

WHEREAS, the first BIMP (Beach and Inlet Management Plan) was funded via House Bill 1840 (Session Law 2000-67) and completed in 2009 which provided necessary information to address North Carolina's (N.C.) natural resources, funding mechanisms and strategies for the comprehensive management of the state's ocean & inlet shorelines; and

WHEREAS, the BIMP provided needed socioeconomic values of N.C. beaches & recommended management strategies; and

WHEREAS, in 2016, an updated BIMP provided new coastal & socioeconomic data & reflected policy changes implemented since the original Plan including the latest beach nourishment and dredging activities completed over the previous seven (7) years; and

WHEREAS, in 2016, an updated BIMP projected the necessary needed funding to maintain the state's coastline while offering several possible revenue options; and

WHEREAS, due to healthy growth in N.C. coastal communities, a regularly updated BIMP must be conducted to effectively steer state and local management resources in complex planning in support of 326 miles of ocean shoreline, barrier islands, and 19 active inlet complexes that collectively generate over \$4+ billion in annual revenues.

THEREFORE, BE IT RESOLVED, that this Resolution of Support be made known to the members of the North Carolina General Assembly.

This the 18th day of February, 2025.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Cler



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 2/18/25

FROM: Mayor Holden, Commissioner Dyer

DATE SUBMITTED: 2/7/25

ISSUE/ACTION REQUESTED: Discussion and Possible action for alternative approach to advertising for the position of town manager.

BACKGROUND/PURPOSE OF REQUEST: Of the 7 proposals we received, the lowest base charge is \$18,000 and the highest is \$35,900. These are base prices and we would expect travel and per diem fees at minimum added to this.

What is the urgency to justify this additional unbudgeted expense? We have a qualified interim town manager in the role now. Why should we hire a recruitment firm when we haven't even advertised the position on the NC league of Municipalities website Newspapers such as the Star news, ICMA or others? It's possible we would receive submissions from qualified applicants and not need extra help.

If we did need help in the future, we could request assistance from the Cape Fear Council of Governments.

FISCAL IMPACT: (select one)

BUDGET AMENDMENT REQUIRED:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
CAPITAL IMPROVEMENT PLAN ITEM:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
PRE-AUDIT CERTIFICATION REQUIRED:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
REVIEWED BY FINANCE DIRECTOR:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

CONTRACTS/AGREEMENTS: (select one)

REVIEWED BY TOWN ATTORNEY:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
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ADVISORY BOARD RECOMMENDATION: N/A

FINANCE RECOMMENDATION: N/A

TOWN MANAGER'S RECOMMENDATION: N/A

ATTACHMENT: N/A



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 02/18/2025

FROM: Tom Myers & Tracey Thomas

DATE SUBMITTED: 02/07/2025

ISSUE/ACTION REQUESTED:

BOC Executive Search Subcommittee Report and Possible Recommendation.

BACKGROUND/PURPOSE OF REQUEST:

Seven responses were received to our RFP for an executive search firm to support the town in identifying and hiring a new town manager.

A subcommittee was created at the November meeting (*Commissioners Thomas and Myers are to form a subcommittee to start the process of finding a new town manager*). The Subcommittee met on February 11th to hear presentations from the RFP respondents.

The purpose of this request is to report on a summary of that meeting and as a possible recommendation based on the meeting results. If the Board selects a firm, staff will need to realign a portion of the funds currently under Camera System to accommodate the request.

FISCAL IMPACT: (circle one)

BUDGET AMENDMENT REQUIRED: NO

CAPITAL PROJECT ORDINANCE REQUIRED: NO

PRE-AUDIT CERTIFICATION REQUIRED: YES

REVIEWED BY FINANCE DIRECTOR: YES

CONTRACTS/AGREEMENTS: (circle One)

REVIEWED BY TOWN ATTORNEY: (YES/NO) N/A

ADVISORY BOARD RECOMMENDATION: N/A

FINANCE RECOMMENDATION: N/A

TOWN MANAGER'S RECOMMENDATION: N/A



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

2/18/25

MEETING DATE: Jan 21, 2025

FROM: Jeremy Dixon, Police Chief

DATE SUBMITTED: Jan 9, 2025

ISSUE/ACTION REQUESTED:

Modification of Police Officer Pay Grades / Implement Police Cadet Program / Implement Fitness Program

BACKGROUND/PURPOSE OF REQUEST:

Implementation of proposed programs could help with recruitment and retention of law enforcement personnel.

FISCAL IMPACT: (select one)

BUDGET AMENDMENT REQUIRED:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
CAPITAL IMPROVEMENT PLAN ITEM:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
PRE-AUDIT CERTIFICATION REQUIRED:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
REVIEWED BY FINANCE DIRECTOR:	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

CONTRACTS/AGREEMENTS: (select one)

REVIEWED BY TOWN ATTORNEY:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
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ADVISORY BOARD RECOMMENDATION:

FINANCE RECOMMENDATION:

TOWN MANAGER'S RECOMMENDATION: Concur with chief's assessment of current circumstances and recommend evaluating these avenues. (CP)

ATTACHMENT: PowerPoint Presentation - Chief Dixon



Holden Beach Police Department

Chief Jeremy Dixon

110 Rothschild St
Holden Beach, NC 28462
www.hbtownhall.com

Phone: 910-842-8747
Fax: 910-846-6907
jeremy.dixon@hbtownhall.com

Jan 9, 2025

To: Holden Beach Board of Commissioners

CC: Christy Ferguson, Acting Town Manager

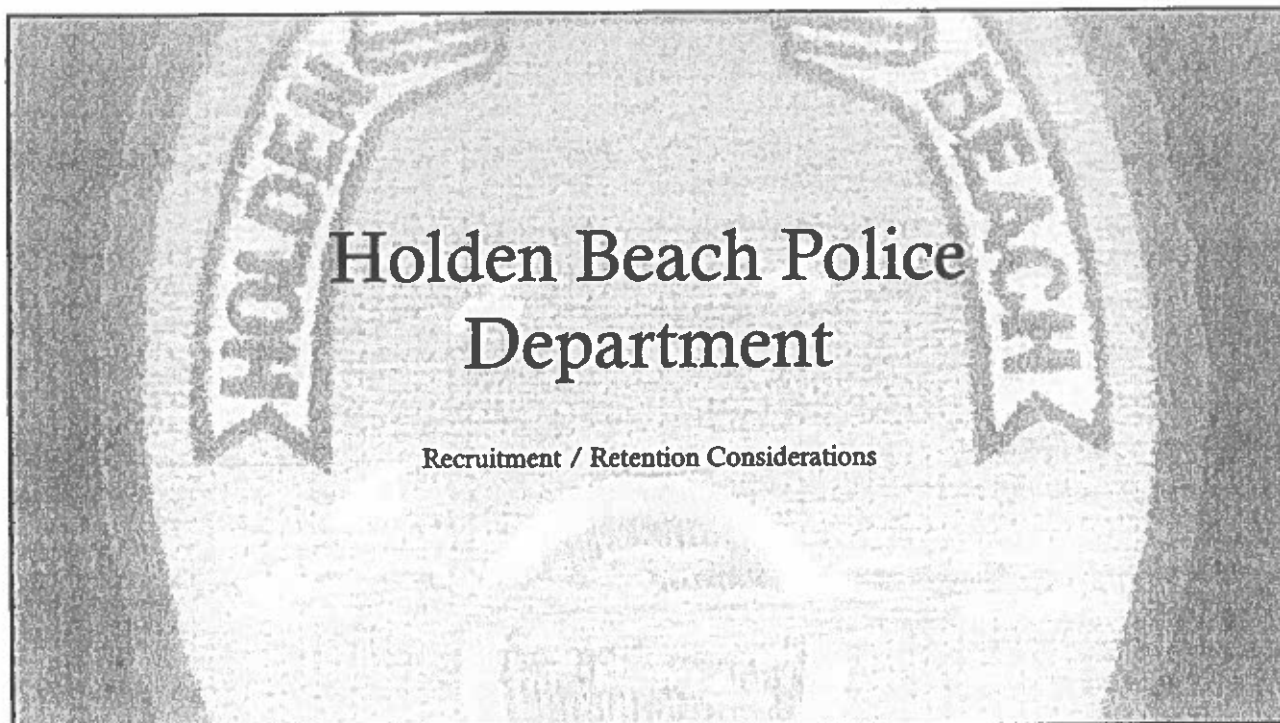
Ref: Holden Beach Law Enforcement Recruitment & Retention

Nationwide challenges have presented growing issues for recruitment and retention of law enforcement officers. From political divides across our nation to growing concerns across all workforce areas, we as a nation have a shortage of workers, and an increased demand for work. Occupations from nursing to teaching to the food service industry and even the military are all experiencing labor shortages. "The number of job openings in the United States has reached 7.1 million, which exceeds the number of unemployed people by 1.3 million" (IACP, *A Crisis for Law Enforcement*, pg. 2).

Law enforcement studies have found that about 78% of law enforcement agencies report difficulty in recruitment and retention, and on average, nearly every agency indicates a 10% staffing deficiency. "In New York City, nearly 4,000 officers quit the force in 2022, representing the highest number of resignations since the September 11, 2001 attacks on the World Trade Center" (IACP, *A Continuing Crisis for Policing*, pg. 1).

Recruitment efforts across the nation represent a variety of relaxing policies, including relaxed grooming standards, relaxed fitness requirements, and even relaxed drug use policies. Other agencies are offering significant sign-on bonuses. Currently, police departments across Maryland and DC are offering sign-on bonuses of up to \$25,000. Gastonia, NC is offering a \$15,000 sign-on bonus with \$7,500 paid upon hire and the balance of \$7,500 paid upon completion of a 1-year probationary period. These sign-on bonuses and relaxed law enforcement standards are happening across our nation, but still, we maintain a shortage of qualified applicants.

Based upon my research over the last several months, and in the interest of continuing the tradition of exceptional law enforcement service to our community, I do not believe Holden Beach should lower its standards or attempt to overcompensate new hires with significant sign-on bonuses. Contrary to some of these efforts, I believe incorporating the new ideas from the following PowerPoint will prove to enhance officer moral and retain the exceptional staff we currently have and ideally result in the recruitment of new officers who carry on our tradition of extraordinary law enforcement service.



1

2022 Police Employment Statistics

National Average

- ◆ 1.2 Million Officers in America
 - ◆ ~ 10,000 less than 2012
 - ◆ US Population has risen ~ 7% in that time
- ◆ Louisiana highest ratio of officers
 - ◆ 4.78 officers per 1,000 residents
- ◆ Washington lowest ratio of officers
 - ◆ 2.21 officers per 1,000 residents
- ◆ NC ranked 14th at 3.74 officers per 1,000

Average Wages

- ◆ Average wage among all workers has increased 6% - Police wages have increased ~ 3%
- ◆ Alaska average police \$93,780 compared to all other workers at \$70,658
 - ◆ 33% higher
- ◆ NC average police \$53,137 compared to all other workers at \$61,394
 - ◆ 13% lower
- ◆ NC ranked 47th in the Nation (GA -14%; AR -16%; MS -18%)

SafefHome.org Gabriele, Rob (Sept 9, 2024)

2

2023 US Census Bureau

North Carolina

- ◆ 10.8 Million Residents
 - ◆ + 3.8% since 2020
- ◆ Median Housing Value = \$259,400
- ◆ Median Household Income = \$69,904
 - ◆ Poverty Rate = 12.8%
- ◆ Percent of Population in workforce age 16+
 - ◆ 61.4%

Brunswick County

- ◆ 159,964 Residents
 - ◆ + 17% since 2020
- ◆ Median Housing Value = \$314,700
- ◆ Median Household Income = \$74,034
 - ◆ Poverty Rate = 10.3
- ◆ Percent of Population in workforce age 16+
 - ◆ 48.7%

Census.gov quickfacts

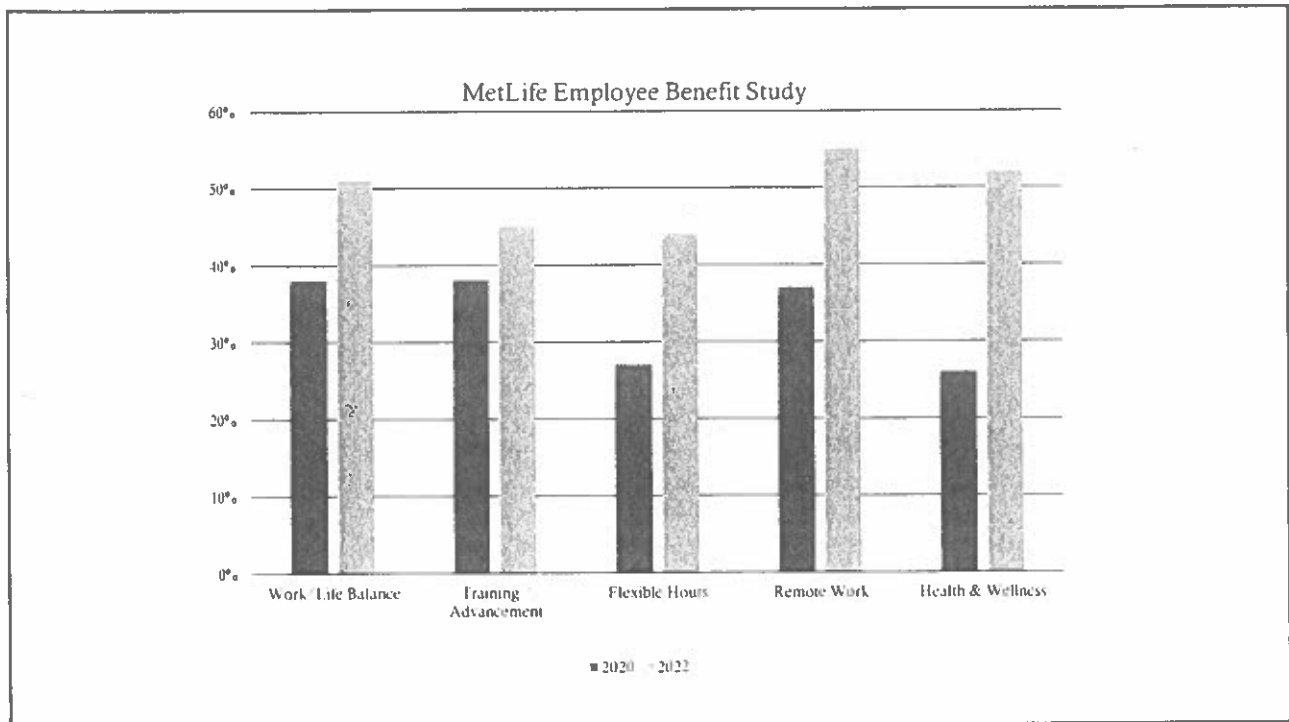
3

International Association of Chiefs of Police

- ◆ Gen Y - Z
 - ◆ Detachment from institutions
 - ◆ More concerned with work/life balance
 - ◆ Need to be involved in decision making
 - ◆ Participation is enough to be rewarded
- ◆ Lack of career advancement opportunities is one of the leading causes for leaving employer
- ◆ Money is not a motivator – however the absence of money is a de-motivator
- ◆ Equipment is directly related to how an employee feels valued



4



5

Who are we recruiting?

BLET

DEPARTMENT OF JUSTICE
N.C.
JUSTICE ACADEMY

**BASIC LAW
ENFORCEMENT TRAINING**

- ◆ BLET Graduates
 - ◆ Young Adults / First "Real" Job
 - ◆ How do we keep them engaged?
- ◆ Lateral Transfers
 - ◆ NC Certified / Prior Experience
 - ◆ Ready for a more relaxed environment / Cannot afford pay cut
- ◆ Out-of-State Transfers
 - ◆ Prior Experience / NC Training Required
 - ◆ Relocating to NC / Cost of moving/living

6

Recruitment / Retention Considerations

- ◆ Salary / Benefits
 - ◆ < 35 greater concern with salary
 - ◆ > 35 greater concern with benefits
- ◆ Career Advancement Opportunities
 - ◆ No Specialized Units
 - ◆ Implement Patrol Officer Ranks (PO 1; PO 2; Senior PO)
 - ◆ Training / Experience / Longevity
- ◆ Need "Hiring Range" Options
- ◆ Commendation Ribbons
- ◆ Cadet Program



7

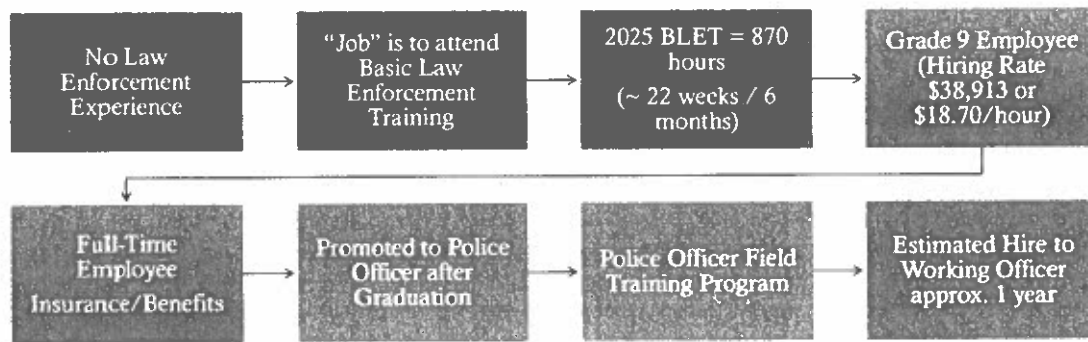
Career Advancement

- ◆ Police Officer I
 - ◆ < 5 years law enforcement experience
- ◆ Police Officer II
 - ◆ 5 years law enforcement experience + Intermediate Law Enforcement Certification
- ◆ Senior Police Officer
 - ◆ 10 years law enforcement experience (minimum 5 @ HB) + Advanced Law Enforcement Certification

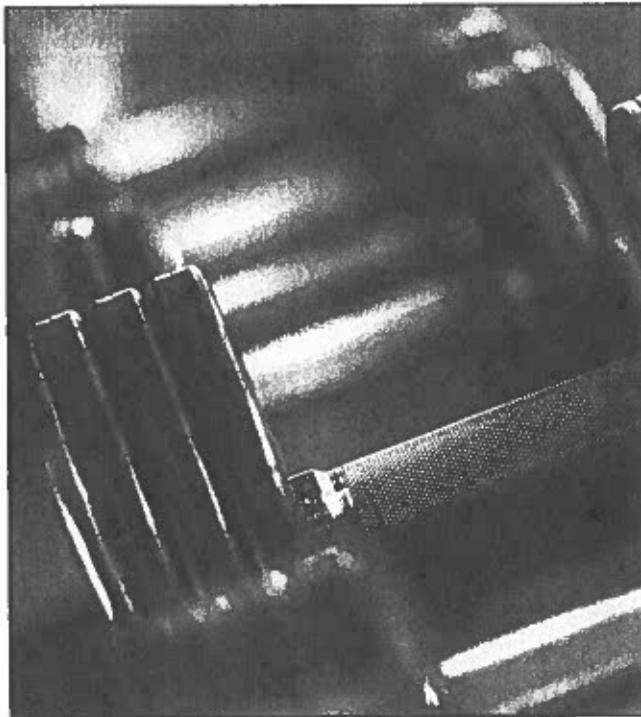


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Cadet Program



9



Health & Wellness

- ◆ Town provided benefit (Stipend)
 - ◆ Average cost of gym membership in Brunswick County is \$30 / month
 - ◆ \$360 / employee / year
 - ◆ < \$4,000 / year for all officers
 - ◆ Proof of attendance required to receive stipend
- ◆ Yearly Fitness Testing
 - ◆ Maintains officers' health and fitness levels
 - ◆ Validates fitness program usage and ability to perform law enforcement functions

10

Commendation Awards

- ◆ Medal of Honor
- ◆ Medal of Valor
- ◆ Distinguished Service
- ◆ Life Saving
- ◆ Purple Heart
- ◆ Medal of Merit
- ◆ Military Service Medal
- ◆ Training Achievement Medal
- ◆ Special Service Medal



11

Suggested Implementation Priority

Police Officer Ranks (PO 1 to Senior PO)

Cadet Program

Health & Wellness Program

Commendation Medals

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