



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

**Tuesday, April 21, 2026
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, APRIL 21, 2026 - 5:00 P.M.**

1. Invocation
2. Call to Order/ Welcome
3. Pledge of Allegiance
4. Agenda Approval
5. Public Comments on Agenda Items
6. Consent Agenda Items
 - a. Approval of Minutes
 - i. Minutes of the Special Meeting of March 11, 2026 (Pages 1 – 3)
 - ii. Minutes of the Regular Meeting of March 17, 2026 (Pages 4 – 10)
 - b. Police Report (Pages 11 – 16)
 - c. Inspections Department Report (Pages 17 – 20)
 - d. Finance Department Report (Pages 21 – 26)
 - e. Public Works Department Report (Pages 27 – 28)
7. Interviews for Vacancy on the Board of Commissioners – Town Clerk Finnell (Page 29)
8. Discussion and Possible Action on Draft Agreement Between the Town and McGill Associates for Professional Services (Comprehensive Design Plan for Block W, Jordan Boulevard and Bridge Area) – Assistant Town Manager Ferguson (Pages 30 – 41)
9. Discussion and Possible Approval of Resolution 26-05, Resolution of Intent to Consider An Ordinance Amending the Holden Beach Code of Ordinances, Section 30.15 Voting and Quorums and Setting the Date for a Public Hearing Thereon – Town Clerk Finnell (Pages 42 – 43)

10. Discussion and Possible Approval of Encroachment Agreement Between the Town and Michael McKee - Inspections Director Evans (Pages 44 - 49)
11. Discussion and Possible Approval of Landscaping Services and Irrigation Maintenance Contracts - Assistant Town Manager Ferguson (Pages 50 - 75)
12. Public Comments on General Items
13. Town Manager's Report - Town Manager Chadwick
14. Mayor's Comments
15. Board of Commissioners' Comments
16. 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 April 21, 2026.



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS
SPECIAL MEETING
WEDNESDAY, MARCH 11, 2026 – 6:00 P.M.**

The Board of Commissioners of the Town of Holden Beach, North Carolina met for a Special Meeting on Wednesday, March 11, 2026 at 6:00 p.m. Present were Mayor J. Alan Holden; Mayor Pro Tem Page Dyer; Commissioners Sylvia Pate and Keith Smith; Town Manager Bryan Chadwick; Town Clerk Heather Finnell; Assistant Town Manager Christy Ferguson; Inspections Director Tim Evans; Finance Director Daniel McRaney; Public Works Director Chris Benton; and Interim Chief Frank Dilworth. Commissioner Tom Myers was unable to attend the meeting.

Mayor Holden called the meeting to order.

PUBLIC COMMENTS

Carlton Pittman suggested figuring out Block Q boat trailer parking. He cautioned the Board to be careful when looking at removing paid parking. He suggested giving free parking to employees. He talked about funding for a pier building and a fire station.

Will Carter didn't vote against the bond referendum; he voted against the plan. He would like to look into a concrete pier.

BUDGET WORKSHOP

Town Manager Chadwick went over the proposed budget calendar. The Board agreed on the dates of April 10th and May 1st at 1:00 p.m. and June 4th at 6:00 p.m. The goals submitted by the Board are in the packet. The summary of the goals submitted by the Board are:

- Address Block Q area, planning/construction
- Evaluate parking options
- Further explore stormwater project construction
- Explore future capital improvement spending

Details from the submitted goals were discussed. Discussion on the pier will be scheduled for the April 10th meeting. Town Manager Chadwick said internally staff thought another goal

that should be set is looking at employee retention. Assistant Town Manager Ferguson explained how the goals were condensed and said if you add employee retention to the four in the slideshow, you have five goals that could be used this year. Town Manager Chadwick went over common themes for objectives and priority areas. The next steps are refining goals and objectives, then expenditures. Nobody had any issues with the proposed information.

DISCUSSION AND POSSIBLE ACTION ON DEFINING THE SCOPE OF THE COMPREHENSIVE DESIGN PLAN FOR THE JORDAN BOULEVARD/BLOCK Q AREA

Commissioner Smith talked about making the area cohesive with walking trails. He said it is a central hub. It is an opportunity to look at Quinton to the Chapel. He suggested letting the engineers look to see what the possibilities are. It could be built in stages. Mayor Holden would like to include the area of the Chapel campus to Halstead. The Board discussed how to move forward. Boat trailer parking, parking and pickleball courts were brought up as ideas to look at. The engineer can look at the space to see what it can accommodate. Inspections Director Evans provided information on stormwater. The Parks & Recreation Master Plan was discussed. Assistant Town Manager Ferguson explained McGill just needs direction on where things are going. She cautioned the price tag will be significant based on the broad area the Board is discussing. How to move forward and next steps were talked about. The Board will have McGill look at the area in the request for qualifications for now. Having the next master plan include the broader area was suggested. Utilizing the old pavilion area was mentioned. Inspections Director Evans provided information on sidewalks. The engineer's role during this process was discussed.

Will Carter said you could have pickleball courts without fences. It could also be utilized for a dance floor.

Carlton Pittman said you need to give the engineer minimum requirements for them to be successful.

Town Manager Chadwick stated staff will get with McGill.

DISCUSSION AND POSSIBLE ACTION ON LEGAL SERVICES

Town Manager Chadwick said Attorney Moore submitted her resignation effective May 1st. In order to solicit new legal counsel, the Board will need to accept the resignation and determine the process for selection of the new attorney/firm.

Motion by Mayor Pro Tem Dyer to recognize and accept the resignation with appreciation from the Town attorney; second by Commissioner Pate; approved by unanimous vote.

Motion by Mayor Pro Tem Dyer to start the process for RFPs for legal services; second by Commissioner Pate; approved by unanimous vote.

CLOSED SESSION PURSUANT TO NORTH CAROLINA GENERAL STATUTE 143-318.11(A)(3), TO CONSIDER THE QUALIFICATIONS, COMPETENCE, PERFORMANCE OF A PUBLIC OFFICER OR EMPLOYEE AND NORTH CAROLINA GENERAL STATUTE 143-318.11(A)(1), TO PREVENT THE DISCLOSURE OF PRIVILEGED INFORMATION

Town Clerk Finnell read the reason to enter Closed Session.

Motion by Mayor Pro Tem Dyer to go into Closed Session at 7:08 p.m.; second by Commissioner Pate; approved by unanimous vote.

OPEN SESSION

The Board went to Open Session at 7:30 p.m.

ADJOURNMENT

Motion by Mayor Pro Tem Dyer to adjourn at 7:31 p.m.; second by Commissioner Pate; approved by unanimous vote.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS
REGULAR MEETING
TUESDAY, MARCH 17, 2026 – 5:00 P.M.**

The Board of Commissioners of the Town of Holden Beach, North Carolina met for a Regular Meeting on Tuesday, March 17, 2026 at 5:00 p.m. in the Town Hall Public Assembly. Present were Mayor J. Alan Holden; Mayor Pro Tem Page Dyer; Commissioners Sylvia Pate, Keith Smith and Tom Myers; Town Manager Bryan Chadwick; Town Clerk Heather Finnell; Assistant Town Manager Christy Ferguson; Inspections Director Tim Evans; Finance Director Daniel McRaney; Public Works Director Chris Benton; Lieutenant Frank Dilworth; and Town Attorney Sydnee Moore.

Mayor Holden asked for a moment of silence and then called the meeting to order.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

Motion by Mayor Pro Tem Dyer to approve (the agenda as presented); second by Commissioner Pate; approved by unanimous vote.

PUBLIC COMMENTS ON AGENDA ITEMS

Jim Bauer provided feedback on voting and quorums and a method for selecting member to fill the commissioner vacancy.

Lyn Holden encouraged the Board to look at the corridor study and its options before making a decision.

Will Carter provided feedback on the corridor study. He explained why he thinks it is a bad plan.

CONSENT AGENDA ITEMS

Minutes of the Regular Meeting of February 17, 2026, Police Report, Inspections Department Report, Finance Department Report and Public Works Department Report

Motion by Commissioner Pate to approve the consent agenda; second by Mayor Pro Tem Dyer; approved by unanimous vote.

PRESENTATION BY BRUNSWICK COUNTY FOR UPCOMING BIOSOLIDS PROJECT

John Nichols, Regina Quintos-Pascual and Matt Henry from Brunswick County were in attendance. Mr. Nichols provided background on the project. He reviewed biosolids management challenges and biosolids benefits. He went over the costs of liquid processing and cake processing. Mr. Nichols provided information on the options for capital cost participation and the timeline for the project. Option A is Capacity and Upfront Capital Allocation and B is Optional Rate-Funded Scenario. He provided details on both options and reviewed the timeline.

Mayor Holden expressed his concerns with the county's request based on the Town's initial agreement with the county. Mr. Nichols provided information on rates for wholesale customers. Capacity, costs and timeline were discussed.

DISCUSSION AND POSSIBLE ACTION ON ORDINANCE 26-02, AN ORDINANCE AMENDING HOLDEN BEACH CODE OF ORDINANCES SECTION 30.15 VOTING AND QUORUMS

Town Clerk Finnell explained our Code of Ordinances are inconsistent with the Rules of Procedure the Board approved in November. Members of the Board expressed interest to amend the code to reflect the language approved in the rules. Amending the code will make the Town's definition of quorum be consistent with the general statute. She said she has heard concerns about this being a charter amendment. She explained what is typically treated as a charter amendment and the process if the Board wanted to treat it like a charter amendment instead of just an ordinance change.

Motion by Commissioner Smith that we approve the change to the ordinance to match the general statute as it is written in blue; second by Commissioner Pate.

How to move forward was discussed.

The Board came to a consensus to have Town Clerk Finnell prepare a Resolution of Intent for the Board's review.

DISCUSSION AND POSSIBLE APPROVAL OF THE TOWN OF HOLDEN BEACH ADA ASSESSMENT

Inspections Director Evans explained he gave a full report on the assessment a while back. The Board asked staff to put it out for comment. They did receive a few comments. Once the assessment is accepted, it would become part of the budget process each year.

Motion by Commissioner Myers to approve; second by Mayor Pro Tem Dyer.

Commissioner Smith asked if the mediation is settled. Inspections Director Evans replied that the Town has fulfilled all the requirements agreed to in the mediation and then went beyond what was required. This is a proactive step. He explained the role of the ADA coordinator. Commissioner Pate inquired about the cost breakdown and budgeting. Inspections Director Evans answered that every year the Town will need to identify items to be budgeted for.

The motion was approved by unanimous vote.

DISCUSSION AND POSSIBLE APPROVAL OF THE HAZARD MITIGATION PLAN

Inspections Director Evans reviewed the background on the plan development and provided details on the plan.

Motion by Mayor Pro Tem Dyer to approve the plan; second by Commissioner Smith; approved by unanimous vote.

DISCUSSION AND POSSIBLE ACTION ON PROPOSALS FOR AUDIT SERVICES

Finance Director McRainey explained the Town received three responses for audit services. Staff's suggestion is to select Martin Starnes.

Motion by Mayor Pro Tem Dyer to select Martin Starnes for audit services; second by Commissioner Pate.

Commissioner Myers detailed his concerns with moving forward. Town Manager Chadwick explained why the Audit Committee didn't participate in the scoring of the proposals. The process and having a set schedule for the Audit Committee was discussed. Discussion was held regarding utilizing the same audit firm.

The motion passed by 3 - 1 vote with Mayor Pro Tem Dyer and Commissioners Pate and Smith voting for the motion and Commissioner Myers voting in the negative.

DISCUSSION AND POSSIBLE ACTION TO GRANT PERMISSION TO THE MAYOR TO SIGN A LETTER IN OPPOSITION OF THE TOWN OF FUQUAY-VARINA'S INTERBASIN TRANSFER REQUEST

Town Manager Chadwick said the Board approved Resolution 25-11, Opposing the Fuquay-Varina Interbasin Transfer (IBT) in December. Our resolution, in addition to multiple others were hand-delivered by the Cape Fear Council of Governments (COG) to the Environmental Management Commission. A group of working professionals has been assembled to develop a follow-up response in the form of a letter. The COG is requesting that the Board grant permission to the mayor or manager to sign the letter on behalf of the Board once it is completed.

Motion by Mayor Pro Tem Dyer to have the letter signed in opposition of Town of Fuquay-Varina Interbasin Transfer request; second by Commissioner Myers; approved by unanimous vote.

DISCUSSION AND POSSIBLE ACTION ON NEXT STEPS IN FILLING THE VACANCY ON THE BOARD OF COMMISSIONERES

Motion by Mayor Pro Tem Dyer that we do interviews for the seven applicants received for the vacant Board of Commissioners' spot; second by Commissioner Smith.

The process was discussed.

The motion was approved unanimously.

The interviews will be held at the next regular meeting. No selection will be made that day. Town Manager Chadwick asked the Board to send two questions to staff. Staff will review the questions and come up with a list of five to seven questions. There will be a one-minute opening and one minute closing. Questions are due by April 10th to the clerk.

DISCUSSION AND POSSIBLE ACTION TO ADOPT RESOLUTION 26-04 IN SUPPORT FOR THE HOLDEN BEACH CORRIDOR REDEVELOPMENT PROJECT

Commissioner Pate said a copy of the study is included in the packets and provided background information. The study was completed in October 2023. In order to get on the county's agenda, they would like to see a resolution of support from the Town. Her understanding is the purpose of the project was to look at safety and economic aspects. It does make it more aesthetically pleasing. Chief Todd provided a letter of support which is in the packet. She understands there is some funding that does require a local match. The county and state would need to come up with the match if they want to move forward.

Commissioner Pate introduced Jabon Norris and asked if he could speak since he worked on the study. The Board agreed. Mr. Norris provided details on the process and the study. The area the Town maintains at the base of the bridge was discussed. Mr. Norris answered questions. The Board discussed how to move forward. The Board agreed to allow comments from the public. Will Carter and Lyn Holden provided their feedback.

Motion by Commissioner Pate to adopt the resolution in support of the Holden Beach Causeway Corridor Project, submit it to the Brunswick Community Commissioners and the secretary from the NCDOT; second by Mayor Pro Tem Dyer.

Mayor Pro Tem Dyer explained something needs to be done. She is unsure of adopting the plan but would like at least a consensus to have the county do something. Commissioner Smith would like to amend the motion to say the Town is in support of the Holden Beach Causeway redevelopment. It would show the Town's support for the project, but not a specific plan. Commissioner Pate would amend the motion but wouldn't vote for it. It is too open ended.

Mayor Pro Tem Dyer wants to at least move forward with the idea that we want to do something if the Board doesn't accept the plan tonight.

Mayor Holden announced the motion is considered amended since Commissioner Pate and Mayor Pro Tem Dyer agreed to the amendment. The amended motion is to support the Holden Beach Causeway Corridor redevelopment.

The Board further discussed how to move forward. Writing a letter of support for the redevelopment of the Holden Beach Causeway Corridor was suggested.

Commissioner Pate and Mayor Pro Tem Dyer agreed to remove the motion.

Motion by Commissioner Pate to submit a letter of support to the Brunswick County Commissioners saying that we support the redevelopment of the Holden Beach Causeway Corridor; second by Mayor Pro Tem Dyer.

After discussion the motion passed unanimously.

PUBLIC COMMENTS ON GENERAL ITEMS

Phil Caldwell said the IBT is a bad idea and provided his reasons why. He said everyone should be a part of saying no.

Will Carter spoke in opposition of the corridor project.

Maria Surprise said the IBT is a very bad idea and asked people to make public comment.

Sally Caldwell thanked Mayor Holden for his help with a personal situation.

TOWN MANAGER REPORT

- Block Q Master Plan – had a meeting with McGill this afternoon to discuss the Board's input on the scope of work.
- Block Q Stage Area – mandatory pre-bid meeting was held on March 13th. Bids due this Friday. Will be on April 10th agenda for the Board to choose.
- Employee Updates – Steve Barger has been selected as the chief. Lieutenant Dilworth is serving as the interim chief and we appreciate that. Public Works Director Benton received his cross-connection certification. Archie Archibald received his CDL. Brice Tripp received his Class C Distribution for Water and Penny King received her notary.
- Upcoming Events – Easter Egg Hunt will be held Good Friday.
- Paving bid invitations have been released with a return date of March 27th. Swordfish and Tuna are planned for this year. Award will also be on the April 10th meeting agenda.
- Corps is conducting maintenance at DA 293, which is on Sailfish. Please be aware there may be work occurring in the dredge spoil area.

- Next week he and Assistant Town Manager Ferguson will be attending the ASBPA Conference and making legislative visits on Capitol Hill. The funding request for the Lockwood Folly Inlet was submitted by Congressman Rouzer's deadline.
- Bike lane sweeping is scheduled for next week with details to follow.
- He and Assistant Town Manager Ferguson attended a fire service meeting at the county. It appears no fire tax will come to fruition this year. Working closely with Chief Todd on any changes that may originate on the county level.
- Staff is actively monitoring proposed changes to property tax laws at the state level.
- Manager's Report – would like to hand out the report the night of the meeting with the most current information and then Town Clerk Finnell will post it.

Motion by Commissioner Pate that we allow the manager to present his written report at the night of the meeting, but it be subsequently posted to the website and go out with the distribution list of the synopsis of the meeting; second by Mayor Pro Tem Dyer.

The board discussed the motion.

The motion passed by a 3 – 1 vote with Mayor Pro Tem Dyer and Commissioners Pate and Smith voting for the motion and Commissioner Myers voting in the negative.

MAYOR'S COMMENTS

- Thanked everyone for coming. Been a lot of good discussion. Overall, it is a beautiful place.
- Had Assistant Town Manager Ferguson provide an update on the playground.

BOARD OF COMMISSIONERS' COMMENTS

Mayor Pro Tem Dyer

- Thanked everyone for being here.
- Thanked everyone who put in an application for the vacant seat.

Commissioner Pate

- Thanked everyone for coming out. Keep the emails coming with suggestions.
- Hopes everyone continues to come to the meetings. Lots of exciting things going on. Be patient.
- Going to discuss the pier at the April 10th meeting.

Commissioner Smith

- Lots to be thankful for. Thanked God for the Public Works Department and the Inspections Department.

Commissioner Myers

- Thanks for coming, sticking with us and for being engaged.

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Motion to go into Closed Session by Commissioner Smith at 8:23 p.m. (Town Clerk Finnell read the reason to enter Closed Session); second by Mayor Pro Tem Dyer; approved by unanimous vote.

OPEN SESSION

The Board went into Open Session at 8:47 p.m.

ADJOURNMENT

Motion to adjourn at 8:47 p.m. by Commissioner Smith; second by Mayor Pro Tem Dyer; 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
hbpd@hbtownhall.com



Calls For Service (March '26)

Printed on April 13, 2026

Descriptions	Totals	
911 Hang Up (911HU)	1	1
911 Hang Up (911HU); Pool Phone Check	1	1
Aircraft Crash into Inland Water [Delta]	1	1
Alarm (SIG45 Signal 45)	18	18
Animal Control Call	10	10
Animal Control Call; Welfare Check	1	1
Armed with Gun Knife or Other Weapon (10-84 x84)	1	1
Assist Other Agency (EMS); Good Intent Call (Lift Assist)	1	1
Assist Other Agency (Fire)	1	1
Attempt to Locate (ATL)	5	5
Breaking and Entering in Progress (10-62 x62)	2	2
Breathing Problems (COPD) [Charlie]	1	1
Breathing Problems (COPD) [Delta]	2	2
Call By Phone (10-21Law x21L)	3	3
Call By Phone (10-21Law x21L); Water or Sewer Problems	2	2
Cardiac or Respiratory Arrest [Echo]	1	1
Careless & Reckless (C&R)	2	2
Chest Pain or Discomfort [Charlie]	1	1
Coastal Watercraft Issue [Delta]	2	2
Crime in Progress (10-64 x64)	1	1

Descriptions	Totals	
Debris in Roadway	5	5
Disabled Motorist (10-87 x87)	3	3
Disabled Motorist (10-87 x87); Improperly Parked Vehicle (10-70 x70)	1	1
Disturbance or Disorderly Subject	6	6
Domestic Disturbance (10-82 x82)	1	1
Falls [Bravo]	1	1
Falls [Bravo]; Assist Other Agency (EMS)	1	1
Fight in Progress (10-40 x40)	1	1
Give Subject a Ride (10-5 x5)	2	2
Heart or AICD Problems [Delta]	3	3
Improperly Parked Vehicle (10-70 x70)	15	15
Intoxicated Person (10-56 x56)	1	1
Investigate Narcotics Activity (Signal 49 SIG49 10-98 x98)	1	1
Investigation (Law)	5	5
Keys In Vehicle or Lockout	1	1
Lost or Found Property	3	3
Medical Alarm [Bravo]; Alarm (SIG45 Signal 45)	1	1
Meet with Complainant (10-83 x83)	15	15
Meet with Subject or Officer (10-25 x25)	8	8
Noise Complaint	3	3
Open Door	2	2
Prowler (10-76 x76)	2	2
Shots Fired (10-96 x96)	1	1

Descriptions	Totals	
Sick Person [Alpha]	1	1
Single Residential Fire Alarm [Bravo]	1	1
Single Residential Fire Alarm - Carbon Monoxide [Bravo]	1	1
Single Residential Structure Fire [Echo]	1	1
Special Check - Business - Residence (10-79 x79)	542	542
Stolen or Wanted (10-75 x75)	1	1
Stopping Vehicle (10-61 x61)	30	30
Stroke or TIA [Charlie]	2	2
Suspicious Vehicle or Subject (10-60 x60)	14	14
Take Written Report (10-92 x92)	6	6
Traffic Control (10-58 x58)	3	3
Trespassers	3	3
Unit Busy at Location (10-6 x6)	2	2
Unknown Problem [Bravo]	1	1
Water or Sewer Problems	6	6
Welfare Check	8	8
	4	4
Totals	765	765



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HBPD Monthly Report (March '26)

Printed on April 13, 2026

Reported	Case Number	Address	Offenses	Disposition
03/03/26 21:42	HBP26-00009	197 SAILFISH DR	90-95(D)(4) - POSSESS MARIJUANA UP TO 1/2 OZ	Closed - Seized for Destruction
03/13/26 07:09	HBP26-00010	117 SEASIDE DR	FIRE - UNDER INVESTIGATION	Case Report Created
03/15/26 12:21	HBP26-00011	1194 OCEAN BLVD W	14-127 - INJURY TO REAL PROPERTY; 20-166(C)(1) - HIT/RUN LEAVE SCENE PROP DAM	Further Investigation
03/16/26 02:07	HBP26-00012	441 OCEAN BLVD W	14-72(A) - POSS/RCV STOLEN PROPERTY (M)	Closed - Seized for Destruction
03/21/26 17:01	HBP26-00013	FERRY RD / OCEAN	20-166(B) - HIT - RUN PROPERTY FAIL INFO	Closed - Leads Exhausted
03/24/26 15:48	HBP26-00014	337 OCEAN BLVD E	14-32.5 - MISDEMEANOR CRIME OF DOMESTIC VIOLENCE	Closed - Resolved by Parties
03/30/26 07:32	HBP26-00016	1112 OCEAN BLVD W	DEATH INVESTIGATION	Closed - Unfounded

Total Records: 7



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Ordinance Violations (March '26)

Printed on April 13, 2026

Date	Citation/Warning	Ordinance	Style
03/07/26	Warning	Parking - Public Area (2 a.m. to 5 a.m.)(Not-Applicable Jordon Blvd Area)	4D - SEDAN, 4
03/20/26	Warning-Compliant	Parking - Public Area (2 a.m. to 5 a.m.)(Not-Applicable Jordon Blvd Area)	4H - Hatchback,

Total Records: 2



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State Citation (March '26)

Printed on April 13, 2026

Date	Ticket #	Statutes/Charges	Style
03/10/26	J260218	20-111(2) - EXPIRED REGISTRATION CARD/TAG	Car
03/14/26	47J6777	20-7(A) - NO OPERATORS LICENSE	SUV
03/23/26	J285657	20-309 - NO LIABILITY INSURANCE; 20-111(2) - EXPIRED REGISTRATION CARD/TAG	Car
03/28/26	47J6778	20-111(2) - EXPIRED REGISTRATION CARD/TAG; 20-183.8(A)(1) - EXPIRED/NO INSPECTION	Car
03/29/26	J260219	20-111(2) - CANCL/REVOK/SUSP CERTIF/TAG	Car

Total Records: 5

Permit Report

03/01/2026 - 03/31/2026

Issued Date	Permit #	Permit Type	Project Cost	Total Fees	Total Payments
3/3/2026	260150	Repair	12,496	\$137.46	\$137.46
3/4/2026	260151	Electrical	1,400	\$100.00	\$100.00
3/4/2026	260152	Zoning	300	\$65.00	\$65.00
3/5/2026	260153	Repair	135,000	\$1,490.00	\$1,490.00
3/4/2026	260154	Repair	1,500	\$275.00	\$275.00
3/4/2026	260155	Repair	10,000	\$125.00	\$125.00
3/4/2026	260156	Mechanical	8,120	\$100.00	\$100.00
3/4/2026	260157	Mechanical	10,727	\$200.00	\$200.00
3/6/2026	260158	Mechanical	26,000	\$100.00	\$100.00
3/6/2026	260159	Mechanical	8,500	\$100.00	\$100.00
3/6/2026	260160	Repair	80,000	\$1,055.00	\$1,055.00
3/9/2026	260161	Electrical	1,100	\$175.00	\$175.00
3/9/2026	260162	Zoning	50	\$50.00	\$50.00
3/10/2026	260163	Swimming Pool	97,981	\$1,156.83	\$1,156.83
3/10/2026	260164	Mechanical	2,464	\$25.00	\$25.00
3/10/2026	260165	Repair	37,875	\$365.87	\$365.87
3/11/2026	260166	Repair	15,000	\$160.00	\$160.00
3/11/2026	260167	Repair	79,000	\$746.00	\$746.00
3/11/2026	260168	Electrical	5,000	\$100.00	\$100.00
3/11/2026	260169	Zoning	50	\$50.00	\$50.00
3/11/2026	260170	Mechanical	8,650	\$100.00	\$100.00
3/12/2026	260171	Zoning	50	\$50.00	\$50.00
3/12/2026	260172	Addition	32,000	\$513.00	\$513.00
3/12/2026	260173	Zoning	25	\$25.00	\$25.00
3/13/2026	260174	Swimming Pool	37,881	\$465.93	
3/16/2026	260175	Mechanical	5,439	\$100.00	\$100.00
3/16/2026	260176	Mechanical	20,340	\$200.00	\$200.00
3/16/2026	260177	Zoning	50	\$50.00	\$50.00
3/16/2026	260178	Mechanical	15,300	\$200.00	\$200.00
3/16/2026	260179	Zoning	25	\$25.00	\$25.00
3/16/2026	260180	Repair	30,000	\$395.00	\$395.00
3/17/2026	260181	Fence	7,491	\$50.00	\$50.00
3/17/2026	260182	Swimming Pool	213,285	\$2,194.57	\$2,194.57
3/17/2026	260183	Repair	75,000	\$700.00	\$700.00
3/17/2026	260184	Repair	45,000	\$430.00	\$430.00
3/18/2026	260185	Demolition	350	\$350.00	
3/18/2026	260186	Repair	200	\$125.00	\$125.00
3/19/2026	260187	Walkway	16,500	\$173.50	\$173.50
3/19/2026	260188	Zoning	50	\$50.00	\$50.00
3/19/2026	260189	Zoning	25	\$25.00	\$25.00

3/19/2026	260190	Zoning	25	\$25.00	\$25.00
3/19/2026	260191	Mechanical	116,590	\$400.00	\$400.00
3/19/2026	260192	Mechanical	11,165	\$100.00	\$100.00
3/19/2026	260193	Mechanical	9,140	\$100.00	\$100.00
3/20/2026	260194	Electrical	4,800	\$100.00	\$100.00
3/20/2026	260195	Mechanical	8,000	\$100.00	\$100.00
3/20/2026	260196	Repair	15,000	\$260.00	\$260.00
3/20/2026	260197	Electrical	2,800	\$175.00	\$175.00
3/23/2026	260198	No Permit Required	9,000		
3/23/2026	260199	No Permit Required	19,000		
3/23/2026	260200	Fence	0		
3/23/2026	260201	Repair	2,000	\$125.00	\$125.00
3/24/2026	260202	Electrical	1,200	\$175.00	\$175.00
3/24/2026	260203	Mechanical	8,400	\$100.00	\$100.00
3/25/2026	260204	Electrical	1,500	\$175.00	\$175.00
3/25/2026	260205	Mechanical	22,800	\$300.00	\$300.00
3/25/2026	260206	Swimming Pool	76,311	\$911.80	\$911.80
3/25/2026	260207	Swimming Pool	97,500	\$2,152.50	\$2,152.50
3/26/2026	260208	Repair	75,000	\$810.00	\$810.00
3/26/2026	260209	Cargo Lift	15,000	\$310.00	
3/26/2026	260210	Zoning	25	\$25.00	\$25.00
3/26/2026	260211	Electrical	1,600	\$175.00	\$175.00
3/27/2026	260212	Repair	25,000		
3/27/2026	260213	Zoning	50	\$50.00	\$50.00
3/27/2026	260214	Zoning	25	\$25.00	\$25.00
3/31/2026	260215	Zoning	25	\$25.00	\$25.00
3/31/2026	260216	Electrical	1,500	\$175.00	\$175.00
3/31/2026	260217	Mechanical	8,990	\$100.00	\$100.00
3/31/2026	260218	Mechanical	10,350	\$100.00	\$100.00
3/31/2026	260219	Mechanical	17,000	\$200.00	\$200.00
3/31/2026	260220	Zoning	50	\$50.00	\$50.00
3/31/2026	260221	Gas	1,400	\$100.00	\$100.00
3/31/2026	260222	Swimming Pool	39,047	\$1,826.43	\$1,826.43
3/31/2026	260223	Swimming Pool	130,000	\$2,395.00	
3/31/2026	260224	Repair	50,000	\$775.00	\$775.00
3/31/2026	260225	Cargo Lift	23,437	\$235.94	\$235.94
3/31/2026	260226	Repair	39,000	\$376.00	
3/31/2026	260227	Single Family Construction	878,000	\$18,622.57	
			\$2,760,954.00	\$44,373.40	\$21,853.90

PERMIT SUMMARY REPORT

COMMERCIAL

Count	1
Total Fees	\$260.00
Fees Paid	\$260.00
Total Project Cost	\$15,000.00

RESIDENTIAL

Count	77
Total Fees	\$44,113.40
Fees Paid	\$21,593.90
Total Project Cost	\$2,745,954.00

TOTAL

Count	78
Total Fees	\$44,373.40
Fees Paid	\$21,853.90
Total Project Cost	\$2,760,954.00

ACTIVE NEW HOME PERMITS = 27
OTHER ACTIVE PERMITS= 532
PERMITS ISSUED OVER \$30,000 = 90 (AMOUNT INCLUDED IN ACTIVE TOTAL)
PERMITS ISSUED OVER \$100,000 =5 (AMOUNT INCLUDED IN ACTIVE TOTAL)
PERMITS - SUBSTANTIAL IMPROVEMENTS = 2 (AMOUNT INCLUDED IN ACTIVE TOTAL)
PERMITS ISSUED WAITING PICK UP =30
TOTAL PERMITS= 589

PERMITS IN REVIEW= 10
CAMA ISSUED= 7
CAMA EXEMPTIONS= 10
ZONING ISSUED =20
NOTICE OF VIOLATIONS= 6
DELINEATIONS=7
CAMA SITE INSPECTIONS=18

PERMITS ISSUED THIS MONTH= 78
REINSPECTION FEES = \$1200
PERMITS SERVICED FOR INSPECTIONS FROM 3/1/26-3/31/26= 118
TOTAL INSPECTIONS MADE= 280

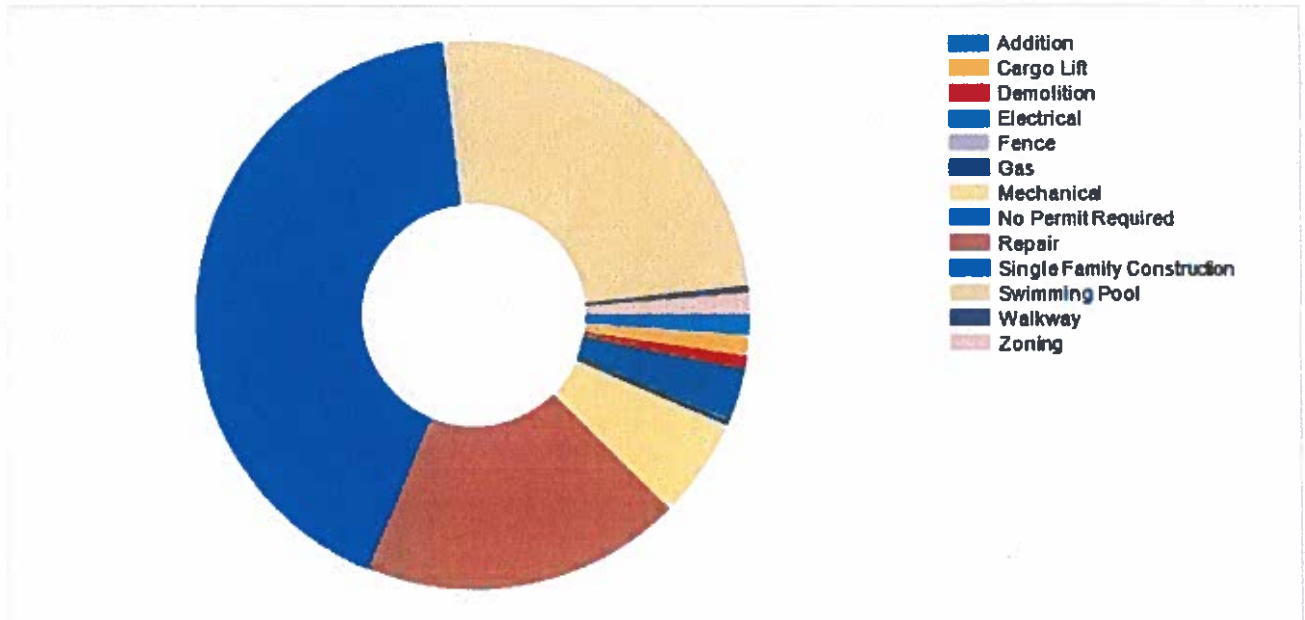


Permit Type Report

Permit Date
03/01/2026 to 03/31/2026

Description	Fees	Fees	Permits
Addition	\$513.00	513.00	1
Cargo Lift	\$545.94	545.94	2
Demolition	\$350.00	350.00	1
Electrical	\$1,350.00	1,350.00	9
Fence	\$50.00	50.00	2
Gas	\$100.00	100.00	1
Mechanical	\$2,625.00	2,625.00	18
No Permit Required	\$0.00	0.00	2
Repair	\$8,350.33	8,350.33	18
Single Family Construction	\$18,622.57	18,622.57	1
Swimming Pool	\$11,103.06	11,103.06	7
Walkway	\$173.50	173.50	1
Zoning	\$590.00	590.00	15
Total	\$44,373.40	44,373.40	78

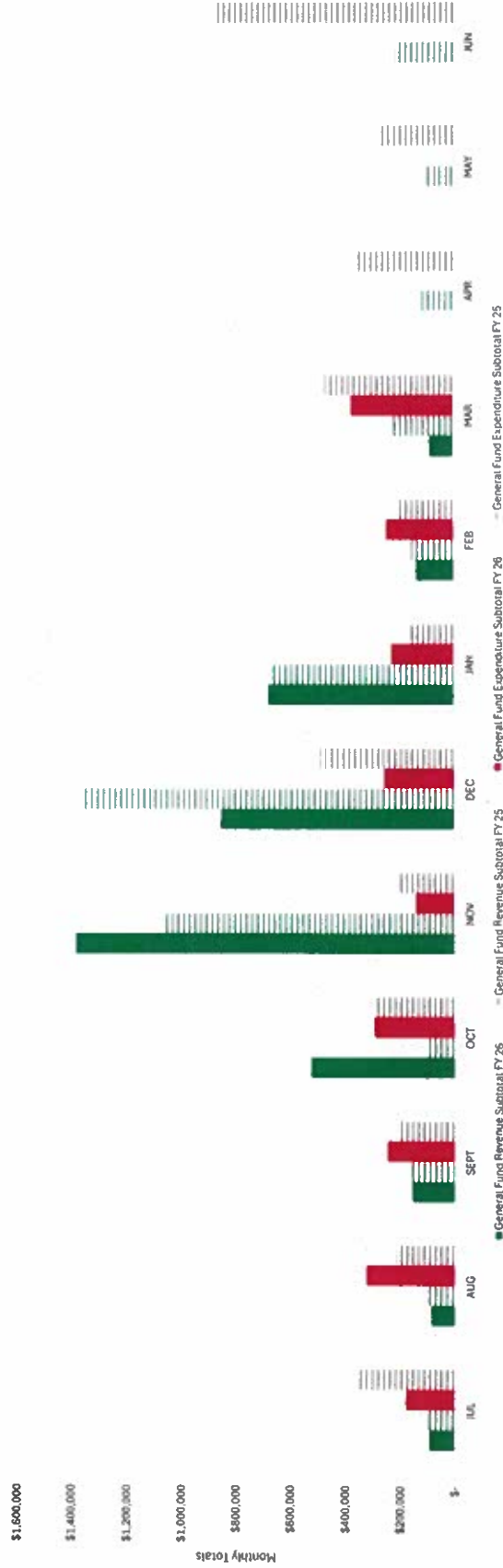
Fees Breakdown



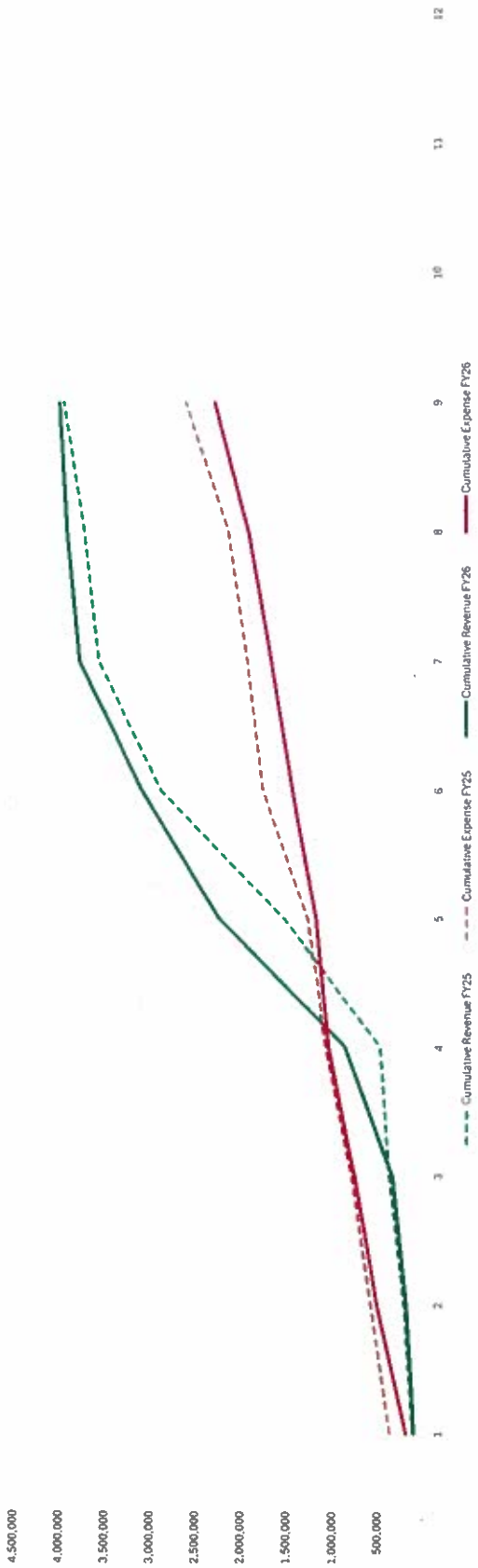
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Month	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
General Fund Revenue Subtotal FY 26	92,175	85,318	155,996	525,827	1,389,476	858,632	681,886	139,046	87,151			
General Fund Revenue Subtotal FY 25	102,467	100,308	165,835	100,037	1,073,329	1,361,352	677,885	166,355	228,150	125,464	107,649	216,414
General Fund Expenditure Subtotal FY 26	179,259	323,707	246,325	293,810	141,605	235,942	229,972	247,207	375,385			
General Fund Expenditure Subtotal FY 25	359,130	216,065	209,110	294,542	205,814	481,517	164,035	206,128	471,342	361,913	276,717	874,929
Cumulative Revenue FY25	102,467	202,774	368,609	468,646	1,541,975	2,903,327	3,581,212	3,737,567	3,966,717			
Cumulative Revenue FY26	359,130	575,196	784,306	1,078,848	1,284,661	1,776,179	1,940,214	2,146,340	2,617,682			
Cumulative Expense FY25	179,259	502,966	749,291	859,316	2,248,792	3,107,424	3,789,310	3,928,356	4,015,507			
Cumulative Expense FY26	179,259	502,966	749,291	1,043,101	1,184,706	1,440,548	1,670,520	1,917,727	2,293,112			

GENERAL FUND

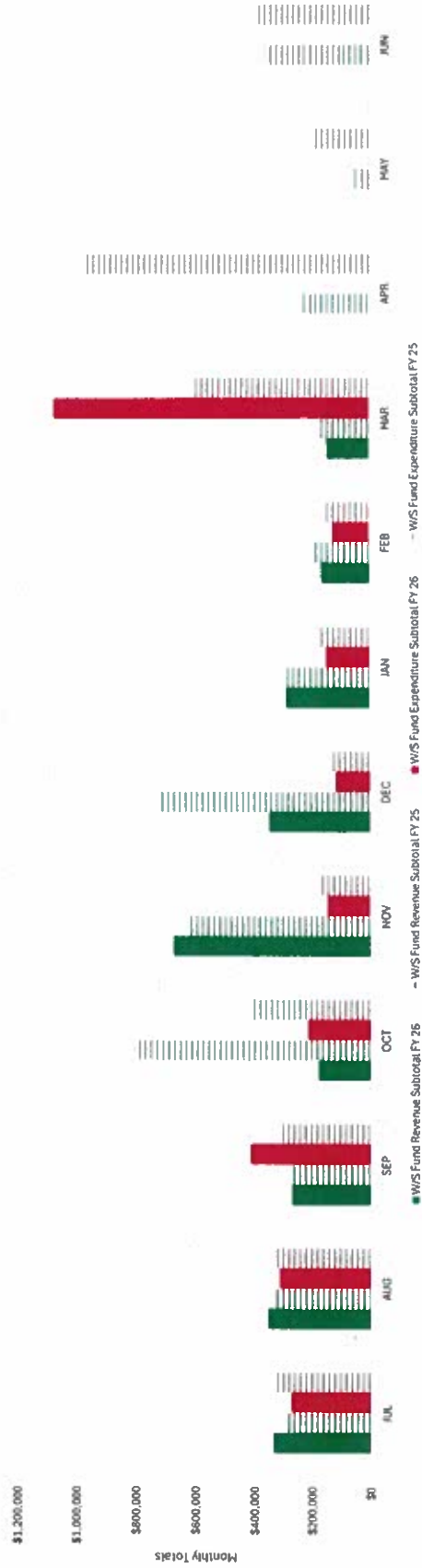


GENERAL FUND

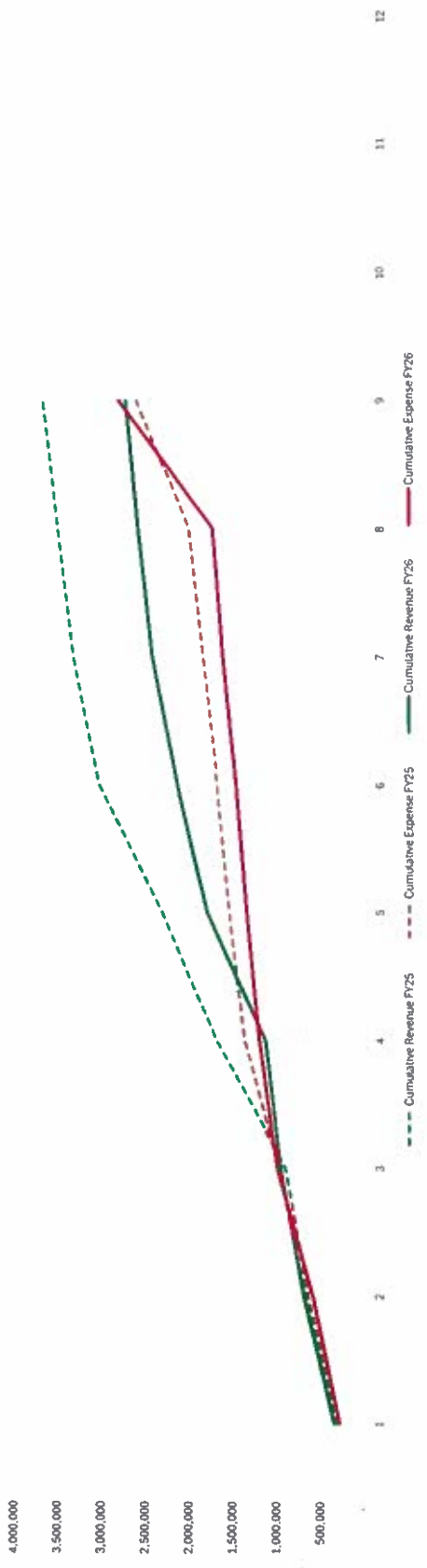


Month	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
W/S Fund Revenue Subtotal FY 26	333,945	350,710	270,032	179,002	673,084	345,088	285,472	164,886	145,633			
W/S Fund Revenue Subtotal FY 25	297,561	336,326	266,084	807,150	626,767	714,498	288,442	186,327	178,205			358,005
W/S Fund Expenditure Subtotal FY 26	271,871	312,915	410,002	213,739	146,436	118,777	149,534	125,506	1,080,892	228,788	48,520	
W/S Fund Expenditure Subtotal FY 25	334,838	334,172	304,784	406,181	174,251	141,838	171,251	162,329	598,753	966,050	195,884	360,970
Cumulative Revenue FY25	297,561	633,887	899,971	1,707,120	2,333,887	3,048,385	3,336,827	3,523,154	3,701,359			
Cumulative Expense FY25	334,838	669,011	973,805	1,379,985	1,554,237	1,696,073	1,867,324	2,029,653	2,628,406			
Cumulative Revenue FY26	333,945	684,855	954,887	1,133,889	1,806,773	2,151,860	2,437,332	2,602,218	2,747,851			
Cumulative Expense FY26	271,871	584,788	994,788	1,208,527	1,354,963	1,473,740	1,623,274	1,748,780	2,829,472			

Water/Sewer Fund

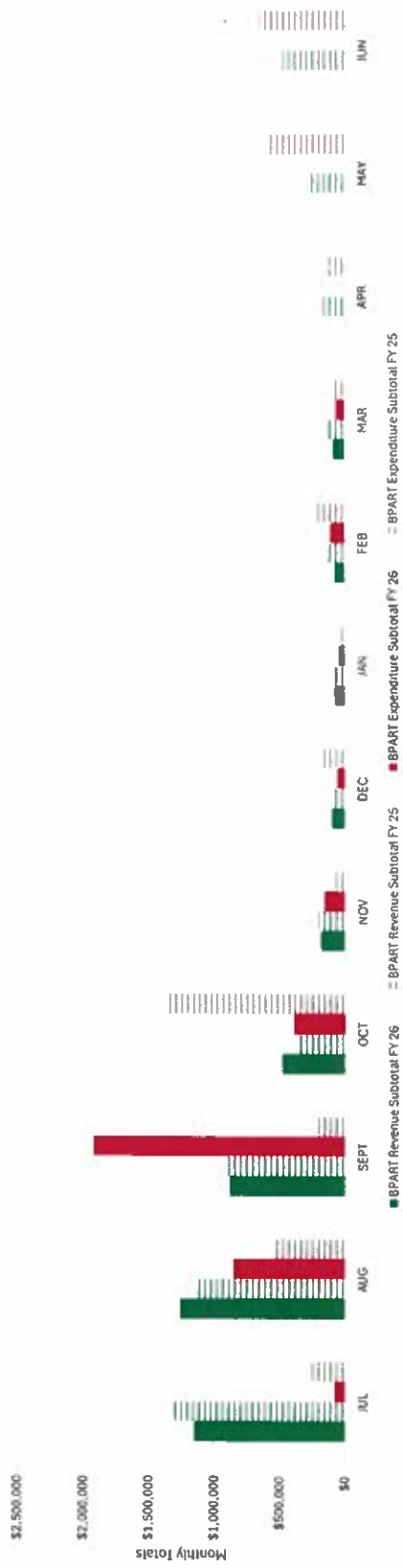


WATER/SEWER FUND

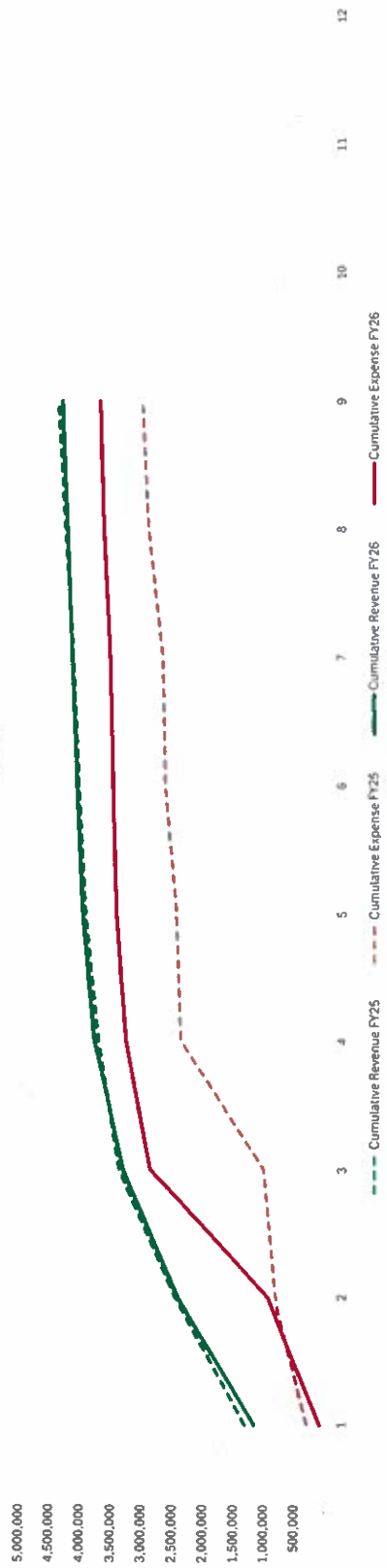


Month	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
BPART Revenue Subtotal FY 26	1,152,401	1,261,426	883,992	481,162	182,860	96,170	79,750	74,442	87,167	199,054	287,528	479,731
BPART Revenue Subtotal FY 25	1,306,078	1,148,406	909,955	352,616	203,612	106,517	91,553	127,945	124,089	199,054	287,528	479,731
BPART Expenditure Subtotal FY 26	76,488	850,588	1,929,011	395,097	160,330	55,713	50,880	105,256	62,654	145,428	607,028	667,700
BPART Expenditure Subtotal FY 25	278,616	532,711	207,063	1,352,762	71,478	183,444	35,007	228,562	100,385	145,428	607,028	667,700
Cumulative Revenue FY25	1,306,078	2,454,484	3,364,439	3,771,055	3,920,667	4,027,184	4,118,737	4,246,682	4,370,771	4,569,825	5,176,853	5,846,584
Cumulative Expense FY25	278,616	811,327	1,018,390	2,371,152	2,442,630	2,626,074	2,661,081	2,889,643	2,990,028	3,189,082	3,796,110	4,463,810
Cumulative Revenue FY26	1,152,401	2,413,827	3,297,819	3,778,981	3,961,841	4,058,011	4,137,761	4,212,203	4,299,370	4,498,424	4,785,952	5,265,683
Cumulative Expense FY26	76,488	927,076	2,856,087	3,251,184	3,411,514	3,467,227	3,517,907	3,623,163	3,723,548	3,922,572	4,529,600	5,197,300

BPART



BIPART



Holden Beach Public Works Monthly Report

Date: 04/10/26

To: Board of Commissioners

From: Public Works Department

1. Department Overview

The Public Works Department continues to focus on maintaining the quality of life for residents and visitors to Holden Beach through consistent operations and upkeep of town infrastructure. Our activities this month included routine maintenance, repairs, and preparedness for weather events.

2. Key Activities and Accomplishments

a) Maintenance & Repairs

- **Access Showers:** Crew is currently going through the showers at the access ways and making the necessary repairs to get them ready for the season.
- **Vac Station repair:** Had a pump go out in Vac Station 1, Crew worked continuously through the night to replace the pump and get customers back up and running.
- **Side Walks:** Crew cut out old broken sections of sidewalks and we had a contractor replace it. We are also still edging heading west from 500 block.
- **Dredge Spoil Areas:** Crew is going through and mowing the dykes around these areas to make inspection and Mosquito Spraying easier.

b) Holiday Prep

- **Bridgeview Park:** Crew done an awesome job doing the final touches to the new playground and getting it ready for the Easter opening.

c) Water and Sewer

- **Water Meters:** Crew installed 6 new water services this month. Crew repaired over 40 meters that were not working properly.
 - **Water Leaks:** We had 4 water leaks of which were just water service lines.
 - **Sewer Pits:** 0 new sewer service installed.
 - **Service Calls:** Crew ran close to 45 service calls this month. This included calls just to speak with a customer or cut the water on and off, sewer pit calls, etc.
 - **Vac Stations:** Crew walked, Visually inspected, And manually fired every pit on Station 3 and 4.
-

3. Capital Projects & Long-Term Maintenance

a) Ongoing Projects

- **Meter Maintenance:** We are continuing to repair and replace meters in effort to get the reread numbers down.

b) Upcoming Projects

- **Station 1:** We are looking to replace vacuum pumps in Station 1 and re plumb the station as we go.
-

4. Conclusion

The Public Works Department remains committed to serving the Holden Beach community with quality, timely services. Our team is focused on ensuring safety, cleanliness, and effective infrastructure. We continue to work diligently on ongoing projects and are prepared to tackle any issues that arise in the future.

Submitted by:

Chris Benton
Director of Public Works
Holden Beach



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: April 10, 2026

FROM: Heather Finnell, Town Clerk DATE SUBMITTED: April 21, 2026

ISSUE/ACTION REQUESTED: Interviews for Vacancy on the Board of Commissioners

BACKGROUND/PURPOSE OF REQUEST: At the March meeting, the Board agreed to schedule interviews for the interested applicants. Interviews will consist of one-minute opening remarks, several questions and then one-minute closing remarks.

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:



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 4/21/26

FROM: Assistant Manager Ferguson

DATE SUBMITTED: 4/6/26

ISSUE/ACTION REQUESTED: Consideration and possible action on a draft contract for McGill Associates.

BACKGROUND/PURPOSE OF REQUEST: The Town issued an RFQ for engineering services for the Block Q/Jordan Boulevard Master Plan. The BOC chose McGill at a previous meeting. This is a draft contract and outline of the proposed services so that the board can make any changes prior to McGill presenting a final, including the price for the plan.

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 NO N/A

ADVISORY BOARD RECOMMENDATION: N/A

FINANCE RECOMMENDATION: N/A

TOWN MANAGER'S RECOMMENDATION: Approve draft contract.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

_____ Town of Holden Beach (“Owner”)

and _____ McGill Associates, PA (“Engineer”)

Engineer agrees to provide the services described below to Owner for _____ Comprehensive Design Plan (“Project”).
(Jordan Boulevard, Block Q, and
Bridge Area)

Description of Engineer’s Services: See attached Scope of Services and Basis of Compensation

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

b. By Engineer:

- 1) upon seven days written notice if Engineer believes that Engineer is

3.01 Additional Services

being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

~~A. This Agreement is to be governed by the law of the state in which the Project is located.~~

The laws of the State of North Carolina govern this Agreement. The Parties will resolve any disputes arising from this Agreement in the appropriate federal and state courts located in Brunswick County, North Carolina

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction

contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction ~~Contract~~ prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

Contracts

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Lump Sum Fee Plus Reimbursable Expenses)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. Lump Sum fee of \$

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: Principal/Charlotte Office Manager

Date Signed: _____

Date Signed: April 2, 2026

License or Certificate No. and State C-0459

North Carolina

Address for giving notices:

Address for giving notices:

110 Rothschild Street

712 Village Road SW

Holden Beach, NC 2462

Suite 103

Shallotte, NC 28470

DRAFT

Attachment A

Scope of Services

Task 1: Prepare Block Q Site Master Plan

1. Kick-Off Meeting

The project will begin with a meeting between Engineer and Owner to review and refine the proposed scope of services. During this meeting, we will confirm project goals and deliverables, establish a project schedule with milestones, and determine the structure of any necessary meetings.

2. Site Assessment

This will include an analysis by the Engineer's Design Team of the existing natural and man-made conditions within the project site (see attached Exhibit) and will require the Owner to assemble and provide copies of all existing mapping, historical information, environmental inventories, and other baseline documents for an evaluation of opportunities and constraints within the project site as well as the adjacent roadways along the site and nearby parcels. Utilizing available mapping information, Engineer will develop a base map for the project which will include the relevant information list above.

Specifically, the site analysis will include:

- a. Identification of soil types, site topography (if received by Owner), drainage patterns, flood plains, and environmentally sensitive areas based on available mapping, no new delineations to be performed.
- b. Identification of possible engineering issues, such as existing buried water and sewer availability or overhead utilities, areas of potential flooding, potential right-of-way width increases, existing structures, and general observation of site drainage.
- c. Identify adjacent land uses, zoning information, and potential pedestrian/bicycle connections. Understanding this information will be helpful when considering future uses, improvements, and connectivity.
- d. A list of potential design elements and programming efficiency.
- e. Identify potential permits necessary for future site development.
- f. Make recommendations for extensions of services as appropriate.

3. Public Engagement

Working with the Owner, Engineer will develop options for engaging a diverse cross-section of the community. We recommend the following to obtain successful community engagement that will contribute to a strong cross-section of the area:

- Briefings with Owner
- Public survey
- Four (4) Stakeholder Meetings (Hybrid)

- One (1) Community Workshop
- One (1) Parks and Advisory Board Meeting
- Two (2) work sessions with the Board of Commissioners
- A final public presentation of the plan to the Board of Commissioners

Initial Focus Group Work Session with Board of Commissioners

Engineer will facilitate a Board of Commissioner work session to obtain input from Owner, site characteristics, and the general park program. The collaborative meeting will include presenting site assessment and analysis, and discussion of goals and priorities. Board of Commissioners are invited to share their perspectives on community needs, desired park improvements, and long-term vision.

Community Workshop

Based on input from Owner, site characteristics, and the general park program, Engineer will facilitate a one-day, drop-in style public Design Workshop. This will allow the public to share preferences and comments regarding park improvements.

4. Park Master Planning

Engineer will prepare two (2) alternative conceptual plans illustrating a complete vision for the park. These plans will reflect opportunities and constraints identified in the Site Assessment and feedback received during public input.

5. Focus Group Work Session with Board of Commissioners to review Concepts

Engineer will facilitate a Board of Commissioner work session to review and discuss proposed conceptual master plan alternatives for the proposed improvements. Following discussion, one design option will be selected for refinement.

6. Develop Final Concept Plan

The selected design will be refined into the Final Master Plan. The plan will include all proposed amenities and improvements, along with projected costs broken down by site element, in a format suitable for use in grant applications.

7. Board of Commissioner Presentation

Engineer will present the planning process, public input summary, conceptual designs, final master plan, and implementation strategy to the Board of Commissioners for comments.

Task 2: Prepare Park Master Plan Document

Engineer will assist in preparing a Park Master Plan document which will include the items on the "Master Plan for a Park or Greenway System" as described in the North Carolina Parks and Recreation Trust Fund (PARTF) Grant Application submittal. This will include the following:

- a. Site analysis - Describe and evaluate the site's natural, historic, and man-made features. These include items such as topography, soils, vegetation, hydrology,

- significant natural communities, wetlands, existing structures, and public access.
- b. Recreational needs - Identify the recreational opportunities that the public prefers using meetings or a survey based on existing public input.
 - c. Program description - Identify the main purposes of the park including a description of the how the park is to be used by the public.
 - d. Physical needs - Identify the physical needs of the park site. Include any land the local government will acquire and any capital improvements (buildings, recreation facilities, driveways, utilities).
 - e. Project costs for capital improvements, divided into phases if necessary.
 - f. Site plans and illustrations depicting the boundaries of land and the location of facilities.
 - g. Public Involvement - Describe how the local government involved a broad range of the citizens in its jurisdiction as the master plan was being developed. Examples include previous public meetings or advisory committee meetings.

Engineer will assist with preparing the documents as desired, but we will require assistance from Owner to review and finalize the documents, obtain the appropriate signatures, obtain the necessary resolutions/approvals from the Owner, and help facilitate additional meetings.

Additional Services

1. Please note that the above fee for the Master Plan does not include traffic planning services, funding applications, bidding documents, design plans, or designs associated with engineering modifications.
2. The above fee does not include geotechnical engineering/testing/inspection or soils analysis (by soil scientist).
3. The above fee also does not include providing services of professional consultants for items of work other than those described above.
4. Changes to the Master Plan, which occur after Engineers approved preliminary design documents have been completed, will be considered additional services. Engineer can coordinate these additional services should the services be needed in accordance with the attached Basic Fee Schedule.

Basis for Compensation

Based on our understanding of the project, we propose providing the Scope of Services detailed in this proposal for the following lump sum fees, inclusive of all reimbursable expenditures.

Task 1: Prepare Site Master Plan	\$xxxx
Task 2: Prepare Park Master Plan Document	\$xxxxx

The Owner will be invoiced monthly as work progresses.

Owner's Responsibilities

1. The Owner shall provide full information regarding site-related requirements for the Project.
2. The Owner shall designate a representative (authorized to act on their behalf) with respect to the Project. The Owner or his representative shall examine documents submitted by Engineer and shall render decisions pertaining thereto promptly, avoiding unreasonable delay in the progress of the Engineer's work.
3. The Owner will be responsible for the arrangement, notice, and any other costs associated with the meeting schedule, including facility rental cost, advertisement costs, etc.

DRAFT

Holden Beach Block Q Project Area



BASIC FEE SCHEDULE

July 2025

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	\$320			
Principal – Regional Manager – Director	\$265	\$275	\$295	\$305
Practice Area Lead	\$235	\$260	\$285	\$295
Senior Project Manager	\$235	\$255	\$280	\$290
Senior Engineer	\$235	\$255	\$280	\$290
Project Manager	\$205	\$220	\$235	\$245
Senior Project Engineer	\$205	\$220	\$235	\$245
Project Engineer	\$165	\$180	\$190	\$200
Engineering Associate	\$145	\$155	\$160	\$165
Planner- Consultant – Designer	\$145	\$160	\$180	\$200
Engineering Technician	\$130	\$145	\$155	\$165
CAD Operator – GIS Analyst	\$110	\$120	\$135	\$145
Construction Services Manager	\$190	\$200	\$210	\$225
Construction Administrator	\$145	\$160	\$170	\$185
Construction Field Representative	\$120	\$130	\$145	\$155
Project Administrator	\$110	\$130	\$135	\$155
Funding-Financial Service-Manager	\$215	\$230	\$240	\$250
Grant Administrator	\$135	\$150	\$160	\$170
Environmental Specialist	\$115	\$125	\$130	\$135
Administrative Assistant	\$90	\$100	\$110	\$125
Survey Party Chief	\$110	\$125	\$140	\$160
Survey Field Technician	\$95	\$100	\$105	\$110

EXPENSES

- a. Mileage - \$0.75/mile
- b. Flow Monitoring Equipment: Pressure Flow Meter- \$400/wk.; Gravity Flow Meter - \$1,000/deployment
- c. Robotics/GPS Equipment: \$35/hr.
- d. Aquatic Surveying Equipment – Vessel \$250/day
- e. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

ASSOCIATED SERVICES

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

Revised July 2025



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: April 10, 2026

FROM: Heather Finnell, Town Clerk DATE SUBMITTED: April 21, 2026

ISSUE/ACTION REQUESTED: Discussion and Possible Action on Resolution 26-05, Resolution of Intent to Consider an Ordinance Amending the Holden Beach Code of Ordinances, Section 30.15 Voting and Quorums and Setting the Date for a Public Hearing Thereon

BACKGROUND/PURPOSE OF REQUEST: Resolution 26-05 was prepared based on discussion from the March meeting. The resolution expresses the Board's intent to update Section 30.15 Voting and Quorums of the Code of Ordinances to make it consistent with the Board's current Rules of Procedure and NCGS 160A-74. It also schedules a public hearing for May 19th at 5:00 p.m.

The suggested motion is to approve Resolution 26-05.

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 checked="" type="checkbox"/>	NO <input type="checkbox"/>
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ADVISORY BOARD RECOMMENDATION: N/A

FINANCE RECOMMENDATION: N/A

TOWN MANAGER'S RECOMMENDATION: N/A

ATTACHMENT: Resolution 26-05

RESOLUTION 26-05

RESOLUTION OF INTENT TO CONSIDER AN ORDINANCE AMENDING THE TOWN OF HOLDEN BEACH CODE OF ORDINANCES, SECTION 30.15 VOTING AND QUORUMS AND SETTING THE DATE FOR A PUBLIC HEARING THEREON

WHEREAS, the Board of Commissioners of the Town of Holden Beach desire to amend the definition of quorum in the Town of Holden Beach Code of Ordinances, Section 30.15 Voting and Quorums in order for the Town of Holden Beach's definition of quorum to be consistent with North Carolina General Statute 160A-74.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Holden Beach that:

1. The Board of Commissioners hereby intends to consider an ordinance amending the Town of Holden Beach Code of Ordinances, Section 30.15 Voting and Quorums.
2. A public hearing on the proposed ordinance is hereby called at 5:00 p.m. on Tuesday, May 19, 2026, in the Town Hall Public Assembly.
3. Following the public hearing, the Board of Commissioners shall consider passage of the ordinance at its regular meeting on May 19, 2026.
4. The Town of Holden Beach Clerk is hereby directed to cause to be published a proper notice of the public hearing called, which notice shall contain a summary of the proposed amendment.

Adopted this 21st day of April, 2026.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE:04/21/2026

FROM: Planning and Inspections

SUBMITTED:03/18/2026

ISSUE/ACTION REQUESTED: Encroachment Agreement Greensboro Street

BACKGROUND/PURPOSE OF REQUEST: When property owners need to cross public easements or town property because of physical barriers or natural barriers the town will allow for an agreement so that they may have the ability to do so.

FISCAL IMPACT: (select one)

BUDGET AMENDMENT REQUIRED:	YES <input type="checkbox"/>	NOx
CAPITAL IMPROVEMENT PLAN ITEM:	YES <input type="checkbox"/>	NOx
PRE-AUDIT CERTIFICATION REQUIRED:	YES <input type="checkbox"/>	NOx
REVIEWED BY FINANCE DIRECTOR:	YES <input type="checkbox"/>	NOx

CONTRACTS/AGREEMENTS: (select one)

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

FINANCE RECOMMENDATION: N/A

TOWN MANAGER'S RECOMMENDATION: Approve encroachment agreement.

ATTACHMENT: See Agreement

**STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK**

ENCROACHMENT AGREEMENT

THIS AGREEMENT, made the 21st day of April, 2026, by and between the **TOWN OF HOLDEN BEACH, NORTH CAROLINA**, party of the first part (hereinafter referred to as the “**TOWN**” and Micheal Mckee party of the second part:

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach upon Greensboro Street public right-of-way owned by the TOWN for the purpose of constructing a walkway to cross the AEC and gain access to the waterway: and

WHEREAS, THE HOLDEN BEACH BOARD OF COMMISSIONERS at public session has authorized the encroachment of the purpose specified and is in accordance with the terms and conditions of this agreement.

NOW THEREFORE, IT IS AGREED that the TOWN hereby grants to the part of the second part, upon terms and conditions hereinafter set forth, the rights and privilege to encroach upon the Greensboro street right-of-way adjacent to Lot , 390 & 390A, Subdivision, as shown upon the map recorded in Map Book 0519 at Page 0911 of the Brunswick County Register.

1. The party of the second part agrees to obtain all necessary permits and shall be responsible for all costs involved in construction of the said walkway.
2. The party of the second part agrees to indemnify and hold harmless the TOWN for all damages and claims for damages that may arise by reason of the construction or use of this encroachment.
3. The TOWN will assume no liability for any damage that may be cause by to such facilities by reason of any construction within the public right-of-way.
4. The party of the second part agrees to restore all areas disturbed during the construction to the satisfaction of the TOWN. The party of the second part further agrees to exercise every

reasonable precaution during construction to prevent erosion and shall comply with all local ordinances, state laws and regulations and federal laws and regulations applicable to the subject property.

- 5. In the case of non-compliance with this agreement by the party of the second part, the TOWN reserves the right to stop all work upon the said walkway until the facility has been brought into compliance or removed from the right-of-way at no cost to the TOWN.
- 6. The party of the second part agrees to maintain the walkway in good repair and in a safe condition. Party of the second part further agrees to remove or repair the said walkway upon notification by the TOWN that the Building Inspector has determined that a hazardous or potentially hazardous condition exists because of the said walkway. If not repaired or removed within a reasonable period of time, the TOWN may remove the structure and charge the cost of said removal to the party of the second part.
- 7. If, at any time, it becomes necessary for the TOWN to resume its full and complete control of the said right-of-way due to the construction, repair or maintenance of the public way, the party of the second part agrees that it shall remove the encroaching walkway at no cost to the TOWN or pay to the TOWN the cost of such removal
- 8. All parties hereto do agree that this agreement shall become void if the contemplated construction by the party of the second part is not begun on or before one (1) year from the date of this statement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date first above written.

TOWN OF HOLDEN BEACH

BY: _____
J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk

(MUNICIPAL SEAL)

PARTY OF THE SECOND PART

BY: _____(SEAL)

BY: _____(SEAL)

**STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK**

I, _____, a Notary Public in and for the State and County aforesaid to hereby certify that Heather Finnell personally appeared before me this day and acknowledged that she is the Clerk of the TOWN OF HOLDEN BEACH and that, by authority duly given and as the act of the municipal body politic, the foregoing instrument was signed in its name by the Mayor, sealed with its municipal seal and attested by herself as its Clerk.

WITNESS my hand and official seal this the ____ day of _____, 2026.

NOTARY PUBLIC

My commission expires:

_____ (Notary Seal)

**STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK**

I, _____, a Notary Public of said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing agreement.

WITNESS my hand and official seal this the ____ day of _____, 2026.

NOTARY PUBLIC

My commission expires:

_____ (Notary Seal)

**STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK**

The foregoing (or annexed) Certificate(s) of _____

Notary(ies) Public is (are) Certified to be Correct.

This Instrument was filed for Registration on this ____ day of _____, 2026.

In the Book and Page shown on the First Page hereof.

_____, Register of Deeds



GENERAL PERMIT

New

PA-3067

Previous Permit:
Date Previous Permit Issued:

As authorized by the State of North Carolina, Department of Environmental Quality and the Coastal Resources Commission in an area of environmental concern pursuant to:
15A NCAC: DCM-GP-.1200, DCM-GP-.1100 General Permit Rules available at the following link: www.deq.nc.gov/CAMARules

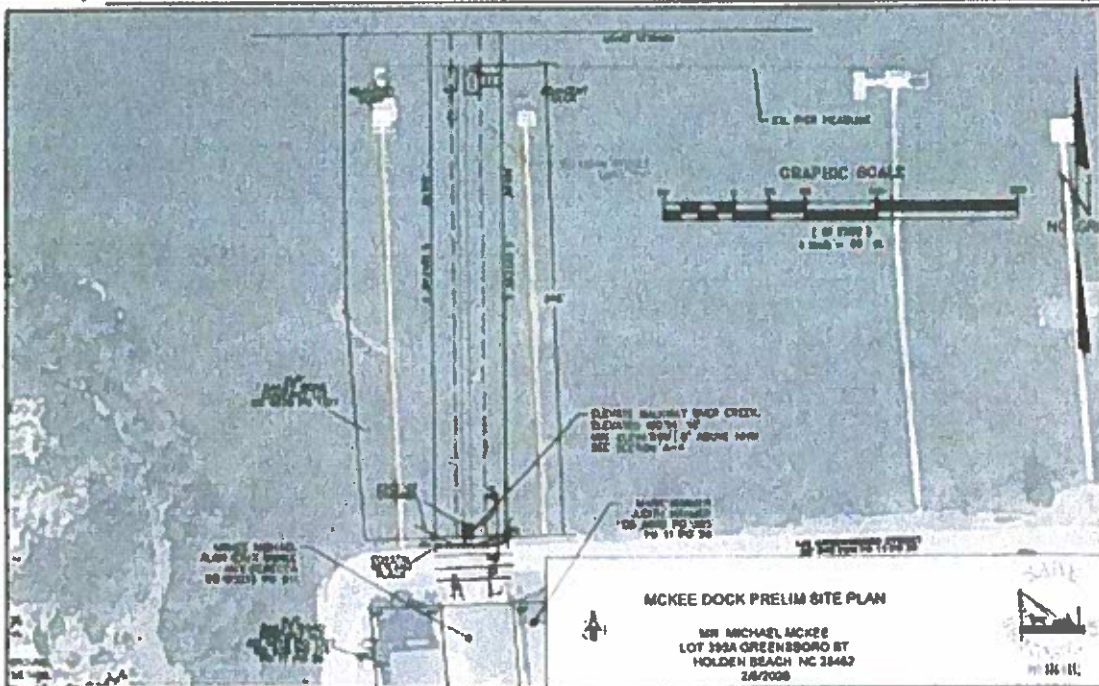
Applicant Name: Michael Alan Mckee
Address: 148 Greensboro St
City: Holden Beach State: North Carolina Zip: 28462
Phone #: 681-533-8019
Email: wmckeectrucking@aol.com

Authorized Agent: SeaDog Marine Construction
Project Location (County): Brunswick
Street Address/State Road/Lot #(s):
148 Greensboro St
Subdivision: N/A
City: Supply Zip: 28462

Affected AEC(s): Public Trust Areas, Estuarine Waters
Adj. Wtr. Body: AIWW (Man Made)
ORW: No

Closest Maj. Wtr. Body: AIWW
PNA: No

Type of Project/ Activity: Construction of new bulkhead and docking facility.



Shoreline Length: 50
Pier (Dock) Length: 134
Floating Platform(s): 16 x 8 (1)
Total Shaded Area: 371
Bulkhead/Riprap Length: 50.0
Breakwater/Sill: N/A
Basin, Channel: N/A
Boat Ramp: N/A
Avg Distance Offshore: 0 (Bulkhead)
Max Distance/Length: 0 / 50 (Bulkhead)
Other: N/A
SAV Observed: No
Site Photos: Yes
A building perm t/zoning permit may be required by: Town of Holden Beach

Access Length: 0
Fixed Platform(s): 10 x 18 (covered)
Finger Pier(s): 5 x 6
Groin Length/#: N/A
Boathouse/Boatlift: / 14 x 14 (1)
Beach Bulldozing: N/A
Cubic Yards: N/A

Moratorium: No
Riparian Waiver Attached: Yes

I AM AWARE OF STATUTES, CRC RULES AND CONDITIONS THAT APPLY TO THIS PROJECT AND REVIEWED COMPLIANCE STATEMENT.
Adam Greene

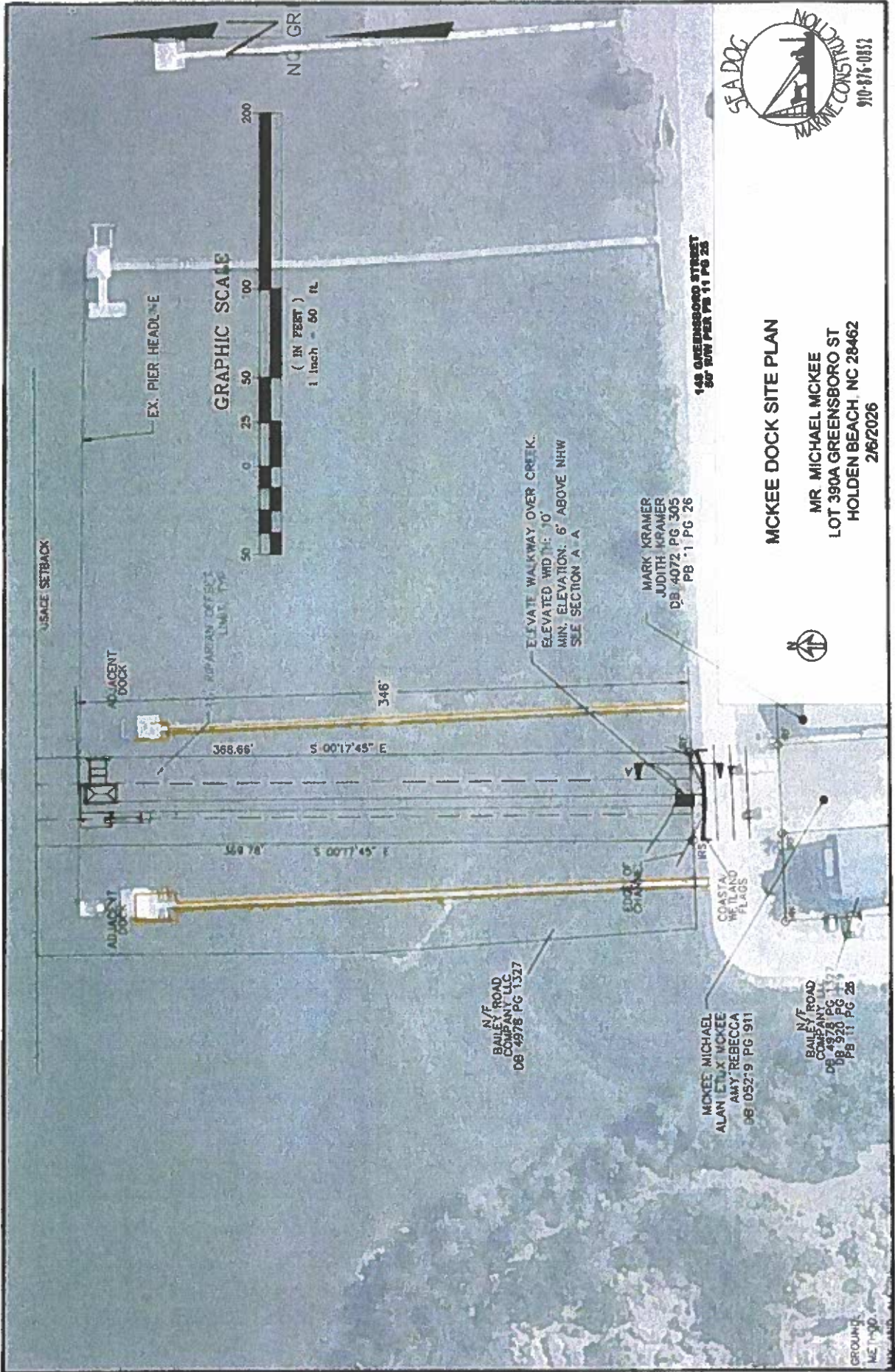
(Please Initial) AMG

Agent or Applicant PRINTED Name
ADAM GREENE
Signature ** Please read compliance statement on back of permit**

Courtney Milliron
Permit Officers PRINTED Name
Courtney Milliron
Signature

\$948.00 Application Fees
57e3a737-dc80-4cf7-8ade-6a7ec913ec69 Check # / Money Order

02-12-2026 Issuing Date
06 12 2026 Expiration Date



148 GREENSBORO STREET
50' R/W PER PG 11 PG 25

MCKEE DOCK SITE PLAN

MR MICHAEL MCKEE
LOT 390A GREENSBORO ST
HOLDEN BEACH, NC 28462
2/6/2026

MARK KRAMER
JUDITH KRAMER
DB 4072 PG 305
PB 1 PG 26

ELEVATE WALKWAY OVER CREEK.
ELEVATED WIDTH: 10'
MIN. ELEVATION: 6' ABOVE NHW
SEE SECTION A A

N/F
BAILEY ROAD
COMPANY, LLC
DB 4978 PG 1327

MCKEE MICHAEL
ALAN ETUX MCKEE
AMY REBECCA
981 0527 9 PG 911

N/F
BAILEY ROAD
COMPANY, LLC
DB 4978 PG 1327
DB 520 PG 11
PB 11 PG 25

GROUND
METING



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 4/21/26

FROM: Assistant Town Manager Ferguson

DATE SUBMITTED: 4/10/26

ISSUE/ACTION REQUESTED: Consideration and possible action on a contract on landscape/irrigation maintenance for next fiscal year.

BACKGROUND/PURPOSE OF REQUEST: The Town issued an RFP for landscape and irrigation maintenance services. Two bids were received after two rounds. Low Tide Landscaping is the low bid overall.

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"/>
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"/>	N/A
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ADVISORY BOARD RECOMMENDATION: N/A

FINANCE RECOMMENDATION:

TOWN MANAGER'S RECOMMENDATION: Approve contract.

LANDSCAPING SERVICES CONTRACT

Town of Holden Beach

Contractor:

Low Tide Landscaping
Adam Perry

Service Description:

Landscape Maintenance Services in accordance with the approved *Landscaping Services Scope of Work*.

Contract Term:

July 1, 2026 – June 30, 2027

Annual Contract Amount:

\$63,585

Monthly Payment:

\$5,298.75

Landscaping Services Compensation

The cost to perform all landscape maintenance services in accordance with the *Landscaping Services Scope of Work* shall be **\$63,585 annually**.

The annual contract amount shall be paid in **twelve (12) equal monthly installments of \$5,298.75**.

This amount includes all labor, equipment, materials, supervision, and services necessary to complete the work as outlined in the approved Landscaping Services Scope of Work.

Services under this agreement shall begin **July 1, 2026**, and continue according to the terms approved by the **Holden Beach Board of Commissioners**.

IRRIGATION SERVICES CONTRACT

Town of Holden Beach

Contractor:

Low Tide Landscaping
Adam Perry

Service Description:

Irrigation System Maintenance Services in accordance with the approved *Irrigation Services Scope of Work*.

Contract Term:

July 1, 2026 – June 30, 2027

Annual Contract Amount:

\$2,250

Monthly Payment:

\$187.50

Irrigation Services Compensation

The cost to perform all irrigation system services in accordance with the *Irrigation Services Scope of Work* shall be **\$2,250 annually**.

The annual contract amount shall be paid in **twelve (12) equal monthly installments of \$187.50**.

This amount includes all labor, equipment, materials, supervision, and services necessary to complete the work as outlined in the approved *Irrigation Services Scope of Work*.

Services under this agreement shall begin **July 1, 2026**, and continue according to the terms approved by the **Holden Beach Board of Commissioners**.



LOW TIDE LANDSCAPING INC
108 Forest Drive
Shallotte, NC 28470
(910) 713-3055
lowtidelandscaping@gmail.com

1/29/2026

Town of Holden Beach

Thank you for the opportunity to provide landscape and irrigation services. Please find the proposed maintenance pricing below for your review.

Landscape Maintenance: \$63,585
Irrigation Maintenance: \$2,250

If you have any questions or would like to discuss this proposal further, please feel free to contact me at your convenience. We appreciate the opportunity to work with the Town of Holden Beach.

Sincerely,

Low Tide Landscaping INC.

**Town of Holden Beach
Scope of Work
Landscaping Services**

Facilities:

- DOT Project Area-Mainland Side of Holden Beach Bridge (additional beds and signage may be added)
- Town Hall
- 628 OBW (Pocket Park)
- Butterfly Garden and grounds at Fire Department
- Padgett Garden and Padgett Garden Extension
- All landscaped areas along the Town side of the Bridge and hill on south side of bridge
- Halstead Park
- All landscaped areas along Jordan Boulevard and the site of the old Pavilion, Pump Station 1 and the Triangle
- Bridgeview Park

Mowing, Edging, and Trimming:

- All turf areas will be mowed on a weekly basis April through September and bi-weekly or as needed all other times of the year.
- String trimming will be performed around all areas not accessible by mowers.
- Edging of sidewalks, curbs, etc., will be done on an as needed basis to maintain a neat appearance.
- All clippings will be blown from the sidewalks, drives, and parking areas. If needed these should be collected and disposed of by the contractor.
- Trees and shrubs will be pruned up to two times per year or as required throughout all seasons to maintain proper health and appearance. All clippings will be removed the same day they are cut. Palms should be pruned to remove palm fruit/stems, dead fronds, and debris should be removed.
- Prune/remove debris on the ornamental grasses on the bridge and the area on the mainland side of bridge (DOT project area).
- All shrub beds will be edged periodically to maintain a well-defined look.
- Any trash or debris in the designated areas will be picked up and disposed of properly.

Fertilization and Weed Control:

- All turf areas will be fertilized as needed (at least once per year) using time release fertilizer. Post and pre-emergent herbicides will be applied to the turf and landscaped areas at the recommended times to control weeds.
- Shrubs and ornamentals will be fertilized as needed according to species.
- All turf and shrubs will be monitored for disease and insects. Upon discovery, the Assistant Town Manager will be notified and informed of the proper control methods.
- All landscaped beds are to be kept clear of weeds. This includes hand pulling of weeds where needed.
- Weed control spray should be applied on days without strong winds, steering clear of Glyphosate post-emergent as much as possible.

Mulch

- A good quality mulch will be replenished twice per year in late spring/early summer and at the end of summer/early fall at all areas of responsibility.
- Substitute materials shall be as approved by the Town and coordinated by the Contractor prior to installation.
- The contractor will coordinate with the Town one month prior to mulch being applied.

Irrigation

NOTE: Irrigation bids should be submitted in a separate line item when returning bids to the Town and should be comprised of a flat monthly rate, not hourly rates. The Town reserves the right to separate maintenance and irrigation services to the most responsive bid. Irrigation scope of work is as follows:

- Maintain the irrigation system in all areas and repair as needed.
- Check irrigation system weekly during the summer.
- Complete irrigation system check twice per year, spring and fall.
- Winterize irrigation system.
- Mark irrigation system lines as directed by the Assistant Town Manager prior to Beatification Club planting events.
- Ensure all plants are adequately watered to maintain attractive appearance and remain healthy.
- A Public Works staff member will accompany the contractor for irrigation start-up, mid-summer check, and winterizing to ensure satisfaction.

Special Requirements, Services, and Compensation

Contractor will provide workers' compensation and liability insurance certification to the Town before proceeding with any work and as part of the bid package. Special services and compensation will be determined and agreed upon jointly by the Town of Holden Beach and the Contractor as the need arises. Said services to include damages by hurricanes and strong winds are not part of this agreement except by reference.

Agreement between the Town and the Contractor shall become severable upon 30 days written notice by either party.



Proposal #50009

Date: 2/10/2026

Property:

Town of Holden Beach
110 Rothschild Street
Holden Beach, NC 28462

Landscape Service Provider:

Carolina Creations Landscape, Inc.
4802 Bailey Street
Shallotte, NC 28470

Constitutes the entire agreement between the aforementioned parties and includes the scope of service, terms and conditions, pricing, and payment responsibilities for landscape management services provided at:

Primary Contact:

Town of Holden Beach
110 Rothschild Street
Holden Beach, NC 28462
christy.ferguson@hbtownhall.com

Billing Contact:

Christy Ferguson
110 Rothschild Street
Holden Beach, NC 28462

Landscape Management Agreement

This agreement takes effect **July 1, 2026** (the "Commencement Date") It will continue for an original term of **12 months**. Thereafter, it shall automatically renew on a year-to-year basis and the service intervals shall repeat, unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary of the Commencement Date. All renewals are subject to the general provisions and conditions of this Agreement. This annual Agreement Price is subject to adjustment on each anniversary of the Commencement Date to reflect increases/decreases in labor, material, and other costs.

SCHEDULE AND FREQUENCY OF SERVICES: The frequency schedule represented is the number of services or applications proposed, it is not intended to be a schedule commitment, which will vary depending on weather, holidays, accidents, and other conditions beyond our control. We will perform the agreed scope of professional landscape management services (up to the maximum annual number of visits listed) according to the real site conditions present on property. Timing of applications will be based on ideal conditions for your property.

SPECIAL PROVISIONS: A pre-contract clean-up will be required if site conditions are not at an acceptable level. The landscape should be in a condition to allow regular maintenance activities to occur while meeting client expectations as defined in this agreement. Acceptable is defined as: weeds in the planting beds are at a minimal and manageable level in addition to the lawns being less than 4" high.

SUMMARY OF SERVICES INCLUDED

General Maintenance Services	
Spring/Summer Maintenance	32
Fall/Winter Maintenance	10
Pruning (Winter)	1
Pruning (Spring)	1
Pruning (Summer)	1
Pruning (Fall)	1
Seasonal Flower Services	
Seasonal Flower Install (Spring)	1
Seasonal Flower Install (Fall)	1
Seasonal Flower Maintenance	22
Chemical Services	
Lawn Care Round 1: Post Weed Control	1
Lawn Care Round 2: Pre & Post Weed Control (Spring)	1
Lawn Care Round 3: Post Weed Control	1
Lawn Care Round 4: Fertilizer (Spring)	1
Lawn Care Round 5: Fertilizer & Post Weed Control (Summer)	1
Lawn Care Round 6: Fertilizer & Post Weed Control (Fall)	1
Lawn Care Round 7: Pre & Post Weed Control (Fall)	1
Lawn Care Round 8: Soil Testing	1
Tree & Shrub Insecticide/Fungicide	1
Tree & Shrub Hort Oil Application	1
Tree & Shrub Fertilizer	1
Fire Ant Control Services	1
Subcontractor Services	
Contract Mulch (S) (Spring)	1
Contract Mulch (S) (Fall)	1
Monthly Investment	\$5,760.00

Payment Schedule: Payments for the services shall be made as follows

Schedule	Price	Sales Tax	Total Price
July	\$5,760.00	\$78.09	\$5,838.09
August	\$5,760.00	\$78.09	\$5,838.09
September	\$5,760.00	\$78.09	\$5,838.09
October	\$5,760.00	\$78.09	\$5,838.09
November	\$5,760.00	\$78.09	\$5,838.09
December	\$5,760.00	\$78.09	\$5,838.09
January	\$5,760.00	\$78.09	\$5,838.09
February	\$5,760.00	\$78.09	\$5,838.09
March	\$5,760.00	\$78.09	\$5,838.09
April	\$5,760.00	\$78.09	\$5,838.09
May	\$5,760.00	\$78.09	\$5,838.09
June	\$5,760.00	\$78.09	\$5,838.09
	\$69,120.00	\$937.08	\$70,057.08

Your and Our Acceptance:

This Agreement will become effective only after acceptance as evidenced by the respective signatures of the parties' authorized representatives. This Agreement includes all of your and our obligations. No person has authority to make any claim, representation, promise or condition on our behalf that is not documented within this Agreement.

By _____
Stefan Simon
 Date 2/10/2026
Carolina Creations Landscape LLC

By _____
Town of Holden Beach
 Date _____
Town of Holden Beach

Scope of Services

Spring/Summer Maintenance

Service frequency: Weekly mid-April through mid-October

Mowing: Turf will be mowed weekly from mid-April through mid-October (weather permitting). The grass will be mowed to a height that is recommended by the North Carolina State University manual on Carolina Lawns. Clippings will be left to disintegrate and return valuable nutrients to the soil.

Mechanical Edging: In accordance with standard practices, edging should only be necessary every other visit. This is performed along all walks, drives, and bed areas as the terrain allows. This provides a crisp tailored edge.

String Trimming: String trimmers will be used to maintain turf areas where terrain or existing structures obstruct the path of the mowers.

Weed Control: Plantings and bed areas will be kept free and clean of weeds upon each scheduled visit or on an "as needed" basis. The process will be completed utilizing post emergent herbicide as well as manual removal.

General Cleanup: Roads, parking areas, walks, and any other applicable areas shall be blown off and cleaned of gardening debris and minor trash upon service visit or on an as needed basis to maintain a clean and tailored appearance.

Fall/Winter Maintenance

Service Frequency: Bi-weekly from mid-October through mid-April

Mowing: The grass will be mowed to a height that is recommended by the North Carolina State University manual on Carolina Lawns. Clippings will be left to disintegrate and return valuable nutrients to the soil.

Mechanical Edging: In accordance with standard practices, edging should only be necessary every other visit. This is performed along all walks, drives, and bed areas as the terrain allows. This provides a crisp tailored edge.

String Trimming: String trimmers will be used to maintain turf areas where terrain or existing structures obstruct the path of the mowers.

Weed Control: Plantings and bed areas will be kept free and clean of weeds upon each scheduled visit or on an "as needed" basis. The process will be completed utilizing post emergent herbicide as well as manual removal.

General Cleanup: Roads, parking areas, walks, and any other applicable areas shall be blown off and cleaned of gardening debris and minor trash upon service visit or on an as needed basis to maintain a clean and tailored appearance.

Pruning (Winter)

Except for desired hedges, all pruning and thinning of plants will be done so that the natural shapes are retained. If previous maintenance practices have been to shear and ball, then a natural shape will be restored gradually. The objective is to open plants so that light penetrates and die back is reduced. This is done to foster healthy plant development. In efforts to keep cost reasonable, trees & shrubs taller than 15 feet are not covered under the contract agreement.

Pruning (Spring)

Except for desired hedges, all pruning and thinning of plants will be done so that the natural shapes are retained. If previous maintenance practices have been to shear and ball, then a natural shape will be restored gradually. The objective is to open plants so that light penetrates and die back is reduced. This is done to foster healthy plant development. In efforts to keep cost reasonable, trees & shrubs taller than 15 feet are not covered under the contract agreement.

Pruning (Summer)

Except for desired hedges, all pruning and thinning of plants will be done so that the natural shapes are retained. If previous maintenance practices have been to shear and ball, then a natural shape will be restored gradually. The objective is to open plants so that light penetrates and die back is reduced. This is done to foster healthy plant development. In efforts to keep cost reasonable, trees & shrubs taller than 15 feet are not covered under the contract agreement.

Pruning (Fall)

Except for desired hedges, all pruning and thinning of plants will be done so that the natural shapes are retained. If previous maintenance practices have been to shear and ball, then a natural shape will be restored gradually. The objective is to open plants so that light penetrates and die back is reduced. This is done to foster healthy plant development. In efforts to keep cost reasonable, trees & shrubs taller than 15 feet are not covered under the contract agreement.

Seasonal Flower Install (Spring)

Seasonal color changes shall be provided as part of the contracted services upon request. Annual plantings shall be of the highest quality and vigorous in nature. Organic matter and other specific components shall be incorporated into the media before planting. Installation timing may vary depending on environmental and weather conditions. Carolina Creations Landscape, Inc. will not be held responsible for loss due to early or late frosts, or deer or other animal damage.

Seasonal Flower Install (Fall)

Seasonal color changes shall be provided as part of the contracted services upon request. Annual plantings shall be of the highest quality and vigorous in nature. Organic matter and other specific components shall be incorporated into the media before planting shall occur. Installation timing may vary depending on environmental and weather conditions. Carolina Creations Landscape, Inc. will not be held responsible for loss due to deer or animal damage.

Seasonal Flower Maintenance

Seasonal Color Maintenance Service is provided in conjunction with the Seasonal Color Installations. Beds shall be monitored during regular scheduled visits (either monthly or bi-weekly) to ensure the beds continue to thrive throughout the season. Routine maintenance visits will include but are not limited to removing spent blooms, fertilizing if necessary, adjusting water as season requires, etc. *Carolina Creations Landscapes will not be held liable for any damage incurred by deer or other animal damage. Insect and Disease control are not covered under the basic program. Site or environmental issues may arise that warrant special treatments for these things. In the event these treatments are necessary, Carolina Creations will provide you with a quote before treatments are performed.*

Lawn Care Round 1: Post Weed Control

Post weed application to control winter weeds.

Lawn Care Round 2: Pre & Post Weed Control (Spring)

Application of Pre-Emergent Herbicide for control of late winter/early spring weeds.

Lawn Care Round 3: Post Weed Control

Post Emergent herbicide to control weeds.

Lawn Care Round 4: Fertilizer (Spring)

You will receive an application of Specialty Blend Slow-Release Granular Fertilizer mixed with organics to aid in faster green up and will help your turf use all the nutrients available in the soil.

Lawn Care Round 5: Fertilizer & Post Weed Control (Summer)

Liquid application of Iron designed to enhance turf color and quality, formulated for maximum foliar absorption of micronutrient components, applied with a liquid application of post emergent weed control.

Lawn Care Round 6: Fertilizer & Post Weed Control (Fall)

Granular application of Potassium. Potassium is essential for a vigorous root system, plant growth and disease resistance.

Lawn Care Round 7: Pre & Post Weed Control (Fall)

Application of Pre and Post Emergent Herbicide for control of fall/winter weeds.

Lawn Care Round 8: Soil Testing

We at Carolina Creations Landscape, Inc. believe that annual soil testing is one of the most powerful management tools available and is critical for proper lawn & landscape management. We ensure all of our clients receive the value and benefit of this service. Soil samples are sent out to an independent lab so that an unbiased analysis is provided. Soil reports are then returned to our office. Upon receipt, our technicians review, prepare recommendations, communicate results, and present each client with a plan of action.

Tree & Shrub Insecticide/Fungicide

Apply a general insecticide & fungicide to all plants & trees (as needed), during this application.

Tree & Shrub Hort Oil Application

Horticultural oil will be applied once annually, typically in the fall/winter months, as needed. Horticultural oil is a highly effective, eco-friendly way to manage insects and certain diseases on plants and trees while protecting beneficial organisms and minimizing chemical use.

Tree & Shrub Fertilizer

Shrubs will be fertilized one (1) time per year in the Spring, with a slow-release fertilizer blend specific for shrubs to promote continued health and growth.

Fire Ant Control Services

One (1) application, per contract term, of Insecticide will be provided to lawn areas to control fire ants and mole crickets. Insecticide will control fire ants for up to twelve (12) months and seasonal (3-4 months) control of mole crickets is to be expected. Site characteristics and environmental conditions will dictate specifically how & when these services are rendered.

Contract Mulch (S) (Spring)

Apply bark mulch to all previously mulched beds one time per year (date TBD). Mulch benefits your property in 4 ways. Beautification of your landscape, weed suppression, retain moisture in the summer and protect the root zone of your shrubs from extreme temperatures in the winter. **Price is based on a standard cubic yard count of 75 cubic yards.** If actual count installed is in excess of stated cubic yard count, client will be billed for additional cubic yards at current (per yard) rate installed. Prices are subject to current rates at time of install.

Contract Mulch (S) (Fall)

Apply bark mulch to all previously mulched beds one time per year (date TBD). Mulch benefits your property in 4 ways. Beautification of your landscape, weed suppression, retain moisture in the summer and protect the root zone of your shrubs from extreme temperatures in the winter. **Price is based on a standard cubic yard count of 75 cubic yards.** If actual count installed is in excess of stated cubic yard count, client will be billed for additional cubic yards at current (per yard) rate installed. Prices are subject to current rates at time of install.

Optional Scope of Services

Contract General Terms & Conditions

DEFINITIONS

You should note the following words have special meaning throughout this Agreement:

1. "You" and "Your" mean *Client Name* and all their representatives
2. "We", "Our", "Ours", and "Us" mean Carolina Creations Landscapes, Inc. and all of its representatives.
3. "Labor" means our normal workday labor hours, overtime labor hours (time and one half), travel labor hours, equipment use, and all out-of-pocket travel expenses associated with labor.
4. "Breach by us" means failure on our part to provide the Scope of Services as defined in this Agreement.

OUR RESPONSIBILITIES INCLUDE:

1. Provide a continuing managed process of professional managed care of your exterior environment in accordance with the services and frequency thereof set forth in this Agreement. The Scope of Services for which we will be responsible is set forth below.
2. Assign a lead technician to have primary responsibility for work to be performed at your site.
3. Coordinate all work with you to assure safety and minimal disruption at your site.

YOUR RESPONSIBILITIES INCLUDE:

1. Inform us of whom we should work with at your site to ensure the proper coordination of our work.
2. Provide us with a copy, if available, of all site plans, drawings or prints.
3. Provide us with your protocols and regulations regarding working at your site, such as: parking, security procedures, emergency contacts, and other appropriate information.
4. Permit only our representatives to perform the work included in the Scope of Services of this Agreement, as we will only guarantee our work and not the work of other parties.
5. Bear the cost to repair or replace any materials and/or systems deemed by us to not be acceptable during our initial inspection or seasonal start-up visit. Should you choose to not make the repair or replacement, the material(s), system(s), component(s) or part(s) identified will automatically be removed from the repair or replacement guarantee provisions of this Agreement.
6. Inspect the work performed by us within seven (7) days of the date that the service is performed and promptly notify us of any reasonable dissatisfaction with the work performed.

ADDITIONAL TERMS AND CONDITIONS

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the Agreement Price quoted in this Agreement, you agree to permit free, unobstructed and timely access to the necessary areas of your site to perform required services. All planned work under this agreement will be performed during our normal working hours unless otherwise stipulated elsewhere in this Agreement.

Hold Harmless: In the event we incur any claim, damage, loss, or expense that is caused in whole or in part by or arises out of or is related to any active or passive act or omission by you, anyone directly or indirectly employed by you or allowed by you to be on site, or for anyone whose act you otherwise may be liable, then, to the fullest extent permitted by law, you will defend, indemnify and hold harmless us and our representatives and agents from and against these claims, damages, losses, and expenses including, but not limited to, attorneys' fees and professional fees incurred by use in connection with any such items.

Delays Outside Our Control: In the event that there is a delay loss, damage, or detention caused by unavailability of equipment or materials, delay of carriers, strikes, lockouts, civil or military authority priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond our control, you agree that we will not be liable for this delay loss, damage, or detention.

Loss of Profits: Under no circumstances, whether arising in contract, tort (including negligence and strict liability), equity or otherwise, will we be responsible for loss of use, loss of profits, anticipatory damages, increased operating or maintenance expenses, claims of your tenants or clients, or any special, indirect, consequential, incidental, exemplary or punitive damages, arising at any time from any cause related to or concerning the services performed pursuant to this Agreement.

Limited Warranty: We warrant that our workmanship on all installations and repairs shall be performed in a good and workmanlike manner.

You acknowledge that we are NOT the manufacturer of the installed materials and equipment and that we make no representations or warranties as to the installed materials and equipment or their specifications, fitness for a particular purpose, performance or merchantability. You agree to look solely to said manufacturer to remedy any alleged deficiency in the installed materials and equipment and damages related directly or indirectly thereto. WE DISCLAIM ALL WARRANTIES ON THE MATERIAL FURNISHED UNDER THIS AGREEMENT INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limits of Liability: We guarantee that our performance of services under this Agreement will be in accordance with generally accepted practices for similar services. In case of any failure to perform our obligations under this Agreement, our liability is limited to correcting, repairing, or replacing, at our option, the deficient work. You acknowledge and agree that such correction, repair, or replacement shall be the sole remedy available to you and in no event will our liability exceed the total amount of compensation we receive for services rendered.

Notice: Notice to either party to this Agreement shall be sufficient if delivered in writing to a party at its address shown herein by overnight courier or by United States Mail.

Tax : You agree to be responsible for all applicable taxes on the services and/or materials used or provided in connection with the services to be provided under this Agreement.

Permits: Unless otherwise required by law, you agree to obtain, keep in force during the term of this Agreement, and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Payment Term : You agree to promptly pay invoices within ten (10) days of receipt. A late charge of 3% per month will be charged on all amounts that become thirty (30) days or more delinquent. In the event we must commence third party collection or dispute resolution measures in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

Acceptance of Existing Conditions: The Agreement Price is conditioned upon the materials and systems covered being in maintainable condition. If the initial inspection or seasonal start-up visit indicates that repairs are necessary a firm quotation will be submitted to you for your approval. Should you not authorize the repairs, we may remove the material(s), system(s), component(s) or part(s) from the Scope of Services under this Agreement.

Concealed Conditions: Concealed conditions, such as underground utilities, invisible fence, rock, debris, poor drainage situations, etc., not readily apparent at the time of providing the estimated Agreement Price quoted in this Agreement may cause us to incur additional costs, including without limitation additional materials and labor, which will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our rates then in effect) over the Agreement Price.

Extra Work: Unless otherwise stated elsewhere in this Agreement, this Agreement does not include repairs to any system(s), the provision or installation of materials, or service calls requested by you. If requested, you will be charged for these services at our customer rates then in effect. If you require any alteration to or deviation from this Agreement involving extra work, you agree that the cost of material and/or labor will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our customer rates then in effect) over the Agreement Price.

Work Performed by Others: Unless otherwise stated elsewhere in this Agreement, we will not be responsible for work that is performed by anyone other than us. Therefore, you agree to permit only our personnel or agent(s) to perform the work included in the Scope of Services. Should anyone other than us perform such work, we may at our option, terminate this Agreement or eliminate the areas or materials involved from the Scope of Services of this Agreement and you will indemnify and hold us harmless from any and all costs, expenses, claims, and damages resulting from or arising out of any such work and/or materials.

Changes: This Agreement shall not be subject to change or modification other than by a writing to which both parties are signatories. Carolina Creations Landscapes, Inc. may transfer and assign this agreement to another party without the consent of Customer.

Termination for Cause: Either party may terminate this Agreement upon sixty (60) days' written notice to the other party if:

1. The other party commits a material breach of this Agreement, which remains uncured sixty (60) days after receipt of written notice. If an event of default occurs, you must give us written notice of the same describing the reason for the default and the requested cure. If within sixty (60) days of receipt of such notice, we are unable to cure the default, you may terminate this Agreement. Any default notice will be deemed to have been given on the date of receipt at our address shown on the first page of this Agreement.
2. The other party becomes insolvent, files for bankruptcy or undergoes dissolution or termination of existence.

In the event that you terminate this Agreement for cause before its intended expiration date you understand that the cost of the actual work performed between the most recent anniversary date and the termination date may exceed the total amount of the scheduled payments for those services performed under this Agreement during that period. If so, you agree to reimburse us, at then current rates. (i) for all costs of for the work performed in connection with this Agreement during such period up to and including the date of termination, and (ii) all costs of any materials ordered by us in connection with this Agreement. We will submit a final invoice to you for the total amount of all applicable costs less the amount of your payments made prior to termination and such amount will be due immediately

Termination Without Cause: You may terminate this Agreement without cause upon thirty (30) days' advance written notice. In such event:

1. You will be obligated to pay the remaining balance of the Agreement through the next anniversary date of the Effective Date, less amounts paid through termination.
2. Example: If the Effective Date is January 1 and you terminate without cause on March 1, you are obligated to pay the remainder of the Ter through December 31, less amounts paid through termination.

Payment Obligations Upon Termination

1. All invoices for work performed will be due within seven (7) days of termination.
2. Customer shall remain liable for unpaid balances for all services provided prior to termination or expiration of this Agreement.

Cumulative Remedies: Any termination of this Agreement (either with or without cause) shall be in addition to, and not in lieu of, any other rights or remedies available to the parties at law or in equity, and all such rights or remedies shall be cumulative.

Entire Agreement; Purchase Orders: This Agreement constitutes the entire contract between the parties. The entire contract is embodied in this writing and this writing constitutes the final expression of the party's agreement. No change is allowed to this Agreement, nor shall they become part of this Agreement whatsoever by our acknowledgment or acceptance of your purchase order forms that contain different provisions whether in addition to or not identical to the terms set forth herein. You acknowledge and agree that any purchase order issued by you, in accordance with this Agreement, is intended only to establish payment authority for your internal accounting purposes. No purchase order shall be considered to be a counteroffer amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the purchase order will have any force or effect.

Successors and Assigns: This Agreement is binding on and insures the benefit of the parties to this Agreement and their respective successors and assigns. Effective upon notice to the other party either party may assign this Agreement or any of its rights and obligations under this Agreement to any subsidiary or affiliate, or in connection with any sale, transfer, or other disposition of all or substantially all of its business or assets on the conditions that such assignee assumes all of the assigning party's obligations herein.

Governing Law: This Agreement and any services rendered pursuant to the Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of North Carolina. The parties further agree that any claim, cause of action, lawsuit or other legal proceeding involving this Agreement, shall be instituted only in a court of

competent jurisdiction in the State of North Carolina. The parties hereby consent to the jurisdiction of the courts of the State of North Carolina and waive any objection to such venue.

Severability: If any portion of this Agreement is found to violate any applicable law, then such portion of this Agreement shall be of no force or effect and shall be deemed separable, but the remainder of this Agreement shall be binding and effective as between the parties in the same manner and to the same extent as if said unlawful or illegal provision had not been contained herein.

Force Majeure: Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fire, floods, epidemics, pandemics, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party; provided, that the party so affected shall give prompt notice thereof to the other. If any such cause prevents either party from performing any of its material obligations hereunder for more than six months, the other party may then terminate this Agreement upon ninety (90) days' prior notice. Except as provided in the immediately preceding sentence, no such failure or delay shall terminate this Agreement, and each party shall complete its obligations hereunder as promptly as reasonably practicable following cessation of the cause or circumstances of such failure or delay

No Waiver: Failure by either party to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of any right or power hereunder at any time be deemed a waiver or relinquishment of any further such rights or power.

Counterparts: This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.



Carolina Creations

"Experience The Professional Difference"

Proposal #50045

Date: 2/10/2026

Property:

Town of Holden Beach
110 Rothschild Street
Holden Beach, NC 28462

Landscape Service Provider:

Carolina Creations Landscape, Inc.
4802 Bailey Street
Shallotte, NC 28470

Constitutes the entire agreement between the aforementioned parties and includes the scope of service, terms and conditions, pricing, and payment responsibilities for landscape management services provided at:

Primary Contact:

Town of Holden Beach
110 Rothschild Street
Holden Beach, NC 28462
christy.ferguson@hbtownhall.com

Billing Contact:

Christy Ferguson
110 Rothschild Street
Holden Beach, NC 28462

Landscape Management Agreement

This agreement takes effect **July 1, 2026** (the "Commencement Date") It will continue for an original term of **12 months**. Thereafter, it shall automatically renew on a year-to-year basis and the service intervals shall repeat, unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary of the Commencement Date. All renewals are subject to the general provisions and conditions of this Agreement. This annual Agreement Price is subject to adjustment on each anniversary of the Commencement Date to reflect increases/decreases in labor, material, and other costs.

SCHEDULE AND FREQUENCY OF SERVICES: The frequency schedule represented is the number of services or applications proposed, it is not intended to be a schedule commitment, which will vary depending on weather, holidays, accidents, and other conditions beyond our control. We will perform the agreed scope of professional landscape management services (up to the maximum annual number of visits listed) according to the real site conditions present on property. Timing of applications will be based on ideal conditions for your property.

SPECIAL PROVISIONS: A pre-contract clean-up will be required if site conditions are not at an acceptable level. The landscape should be in a condition to allow regular maintenance activities to occur while meeting client expectations as defined in this agreement. Acceptable is defined as: weeds in the planting beds are at a minimal and manageable level in addition to the lawns being less than 4" high.

SUMMARY OF SERVICES INCLUDED

Irrigation Services	
Irrigation Start Up	1
Irrigation Audit	4
Irrigation Winterization	1
Weathermatic Air Card	12
Monthly investment	\$169.17

Payment Schedule: Payments for the services shall be made as follows

Schedule	Price	Sales Tax	Total Price
July	\$169.17	\$11.42	\$180.59
August	\$169.17	\$11.42	\$180.59
September	\$169.17	\$11.42	\$180.59
October	\$169.17	\$11.42	\$180.59
November	\$169.16	\$11.42	\$180.58
December	\$169.17	\$11.42	\$180.59
January	\$169.16	\$11.42	\$180.58
February	\$169.17	\$11.42	\$180.59
March	\$169.16	\$11.42	\$180.58
April	\$169.17	\$11.42	\$180.59
May	\$169.16	\$11.42	\$180.58
June	\$169.17	\$11.42	\$180.59
	\$2,030.00	\$137.04	\$2,167.04

Your and Our Acceptance:

This Agreement will become effective only after acceptance as evidenced by the respective signatures of the parties' authorized representatives. This Agreement includes all of your and our obligations. No person has authority to make any claim, representation, promise or condition on our behalf that is not documented within this Agreement.

By _____
Stefan Simon
 Date 2/10/2026
Carolina Creations Landscape LLC

By _____
Town of Holden Beach
 Date _____
Town of Holden Beach

Scope of Services

Irrigation Start Up

Irrigation system will be re-pressurized in the spring and all system components checked for proper operation. We will make necessary minor adjustments as needed. Necessary repairs, over \$500.00 per visit, will be reported to the owner's representative along with a request for authorization to proceed with repairs. Necessary repairs will be billed in addition to your maintenance fee @ \$82.00 per hour, plus parts (pricing subject to change without notice). **Repairs totaling less than \$500 per visit, will be made immediately and without seeking special authorization.**

Irrigation Audit

An audit of the irrigation system for proper operation and seasonal adjustments will be performed based on the FREQUENCY noted in the SUMMARY OF SERVICES. Irrigation system will be re-pressurized in the spring and all system components checked for proper operation. Necessary repairs, over \$500.00 per visit, will be reported to the owner's representative along with a request for authorization to proceed with repairs. Necessary repairs will be billed in addition to your maintenance fee @ \$82.00 per hour, plus parts (pricing subject to change). **Repairs totaling less than \$500 per visit, will be made immediately and without seeking special authorization.**

Irrigation Winterization

Irrigation system will be winterized one time per year in the fall. The goal in winterizing your irrigation is to remove the majority of water from the system, minimizing potential winter freeze damage. Irrigation system will be re-pressurized in the spring and all system components checked for proper operation. Necessary repairs, over \$500.00 per visit, will be reported to the owner's representative along with a request for authorization to proceed with repairs. Necessary repairs will be billed in addition to your maintenance fee @ \$82.00 per hour, plus parts (pricing subject to change). **Repairs totaling less than \$500 per visit, will be made immediately and without seeking special authorization.**

Weathermatic Air Card

Optional Scope of Services

Contract General Terms & Conditions

DEFINITIONS

You should note the following words have special meaning throughout this Agreement:

1. "You" and "Your" mean "Client Name" and all their representatives
2. "We", "Our", "Ours", and "Us" mean Carolina Creations Landscapes, Inc. and all of its representatives.
3. "Labor" means our normal workday labor hours, overtime labor hours (time and one half), travel labor hours, equipment use, and all out-of-pocket travel expenses associated with labor.
4. "Breach by us" means failure on our part to provide the Scope of Services as defined in this Agreement.

OUR RESPONSIBILITIES INCLUDE:

1. Provide a continuing managed process of professional managed care of your exterior environment in accordance with the services and frequency thereof set forth in this Agreement. The Scope of Services for which we will be responsible is set forth below.
2. Assign a lead technician to have primary responsibility for work to be performed at your site.
3. Coordinate all work with you to assure safety and minimal disruption at your site.

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1. Inform us of whom we should work with at your site to ensure the proper coordination of our work.
2. Provide us with a copy, if available, of all site plans, drawings or prints.
3. Provide us with your protocols and regulations regarding working at your site, such as: parking, security procedures, emergency contacts, and other appropriate information.
4. Permit only our representatives to perform the work included in the Scope of Services of this Agreement, as we will only guarantee our work and not the work of other parties.
5. Bear the cost to repair or replace any materials and/or systems deemed by us to not be acceptable during our initial inspection or seasonal start-up visit. Should you choose to not make the repair or replacement, the material(s), system(s), component(s) or part(s) identified will automatically be removed from the repair or replacement guarantee provisions of this Agreement.
6. Inspect the work performed by us within seven (7) days of the date that the service is performed and promptly notify us of any reasonable dissatisfaction with the work performed.

ADDITIONAL TERMS AND CONDITIONS

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the Agreement Price quoted in this Agreement, you agree to permit free, unobstructed and timely access to the necessary areas of your site to perform required services. All planned work under this agreement will be performed during our normal working hours unless otherwise stipulated elsewhere in this Agreement.

Hold Harmless: In the event we incur any claim, damage, loss, or expense that is caused in whole or in part by or arises out of or is related to any active or passive act or omission by you, anyone directly or indirectly employed by you or allowed by you to be on site, or for anyone whose act you otherwise may be liable, then, to the fullest extent permitted by law, you will defend, indemnify and hold harmless us and our representatives and agents from and against these claims, damages, losses, and expenses including, but not limited to, attorneys' fees and professional fees incurred by use in connection with any such items.

Delays Outside Our Control: In the event that there is a delay loss, damage, or detention caused by unavailability of equipment or materials, delay of carriers, strikes, lockouts, civil or military authority priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond our control, you agree that we will not be liable for this delay loss, damage, or detention.

Loss of Profits: Under no circumstances, whether arising in contract, tort (including negligence and strict liability), equity or otherwise, will we be responsible for loss of use, loss of profits, anticipatory damages, increased operating or maintenance expenses, claims of your tenants or clients, or any special, indirect, consequential, incidental, exemplary or punitive damages, arising at any time from any cause related to or concerning the services performed pursuant to this Agreement.

Limited Warranty: We warrant that our workmanship on all installations and repairs shall be performed in a good and workmanlike manner.

You acknowledge that we are NOT the manufacturer of the installed materials and equipment and that we make no representations or warranties as to the installed materials and equipment or their specifications, fitness for a particular purpose, performance or merchantability. You agree to look solely to said manufacturer to remedy any alleged deficiency in the installed materials and equipment and damages related directly or indirectly thereto. WE DISCLAIM ALL WARRANTIES ON THE MATERIAL FURNISHED UNDER THIS AGREEMENT INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limits of Liability: We guarantee that our performance of services under this Agreement will be in accordance with generally accepted practices for similar services. In case of any failure to perform our obligations under this Agreement, our liability is limited to correcting, repairing, or replacing, at our option, the deficient work. You acknowledge and agree that such correction, repair, or replacement shall be the sole remedy available to you and in no event will our liability exceed the total amount of compensation we receive for services rendered.

Notice: Notice to either party to this Agreement shall be sufficient if delivered in writing to a party at its address shown herein by overnight courier or by United States Mail.

Tax: You agree to be responsible for all applicable taxes on the services and/or materials used or provided in connection with the services to be provided under this Agreement.

Permits: Unless otherwise required by law, you agree to obtain, keep in force during the term of this Agreement, and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Payment Term: You agree to promptly pay invoices within ten (10) days of receipt. A late charge of 3% per month will be charged on all amounts that become thirty (30) days or more delinquent. In the event we must commence third party collection or dispute resolution measures in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

Acceptance of Existing Conditions: The Agreement Price is conditioned upon the materials and systems covered being in maintainable condition. If the initial inspection or seasonal start-up visit indicates that repairs are necessary a firm quotation will be submitted to you for your approval. Should you not authorize the repairs, we may remove the material(s), system(s), component(s) or part(s) from the Scope of Services under this Agreement.

Concealed Conditions: Concealed conditions, such as underground utilities, invisible fence, rock, debris, poor drainage situations, etc., not readily apparent at the time of providing the estimated Agreement Price quoted in this Agreement may cause us to incur additional costs, including without limitation additional materials and labor, which will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our rates then in effect) over the Agreement Price.

Extra Work: Unless otherwise stated elsewhere in this Agreement, this Agreement does not include repairs to any system(s), the provision or installation of materials, or service calls requested by you. If requested, you will be charged for these services at our customer rates then in effect. If you require any alteration to or deviation from this Agreement involving extra work, you agree that the cost of material and/or labor will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our customer rates then in effect) over the Agreement Price.

Work Performed by Others: Unless otherwise stated elsewhere in this Agreement, we will not be responsible for work that is performed by anyone other than us. Therefore, you agree to permit only our personnel or agent(s) to perform the work included in the Scope of Services. Should anyone other than us perform such work, we may at our option, terminate this Agreement or eliminate the areas or materials involved from the Scope of Services of this Agreement and you will indemnify and hold us harmless from any and all costs, expenses, claims, and damages resulting from or arising out of any such work and/or materials.

Changes: This Agreement shall not be subject to change or modification other than by a writing to which both parties are signatories. Carolina Creations Landscapes, Inc. may transfer and assign this agreement to another party without the consent of Customer.

Termination for Cause: Either party may terminate this Agreement upon sixty (60) days' written notice to the other party if:

1. The other party commits a material breach of this Agreement, which remains uncured sixty (60) days after receipt of written notice. If an event of default occurs, you must give us written notice of the same describing the reason for the default and the requested cure. If within sixty (60) days of receipt of such notice, we are unable to cure the default, you may terminate this Agreement. Any default notice will be deemed to have been given on the date of receipt at our address shown on the first page of this Agreement.
2. The other party becomes insolvent, files for bankruptcy or undergoes dissolution or termination of existence.

In the event that you terminate this Agreement for cause before its intended expiration date you understand that the cost of the actual work performed between the most recent anniversary date and the termination date may exceed the total amount of the scheduled payments for those services performed under this Agreement during that period. If so, you agree to reimburse us, at then current rates. (i) for all costs of for the work performed in connection with this Agreement during such period up to and including the date of termination, and (ii) all costs of any materials ordered by us in connection with this Agreement. We will submit a final invoice to you for the total amount of all applicable costs less the amount of your payments made prior to termination and such amount will be due immediately

Termination Without Cause: You may terminate this Agreement without cause upon thirty (30) days' advance written notice. In such event:

1. You will be obligated to pay the remaining balance of the Agreement through the next anniversary date of the Effective Date, less amounts paid through termination.
2. Example: If the Effective Date is January 1 and you terminate without cause on March 1, you are obligated to pay the remainder of the Term through December 31, less amounts paid through termination.

Payment Obligations Upon Termination

1. All invoices for work performed will be due within seven (7) days of termination.
2. Customer shall remain liable for unpaid balances for all services provided prior to termination or expiration of this Agreement.

Cumulative Remedies: Any termination of this Agreement (either with or without cause) shall be in addition to, and not in lieu of, any other rights or remedies available to the parties at law or in equity, and all such rights or remedies shall be cumulative.

Entire Agreement; Purchase Orders: This Agreement constitutes the entire contract between the parties. The entire contract is embodied in this writing and this writing constitutes the final expression of the party's agreement. No change is allowed to this Agreement, nor shall they become part of this Agreement whatsoever by our acknowledgment or acceptance of your purchase order forms that contain different provisions whether in addition to or not identical to the terms set forth herein. You acknowledge and agree that any purchase order issued by you, in accordance with this Agreement, is intended only to establish payment authority for your internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the purchase order will have any force or effect.

Successors and Assigns: This Agreement is binding on and insures the benefit of the parties to this Agreement and their respective successors and assigns. Effective upon notice to the other party either party may assign this Agreement or any of its rights and obligations under this Agreement to any subsidiary or affiliate, or in connection with any sale, transfer, or other disposition of all or substantially all of its business or assets on the conditions that such assignee assumes all of the assigning party's obligations herein.

Governing Law: This Agreement and any services rendered pursuant to the Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of North Carolina. The parties further agree that any claim, cause of action, lawsuit or other legal proceeding involving this Agreement, shall be instituted only in a court of

competent jurisdiction in the State of North Carolina. The parties hereby consent to the jurisdiction of the courts of the State of North Carolina and waive any objection to such venue.

Severability: If any portion of this Agreement is found to violate any applicable law, then such portion of this Agreement shall be of no force or effect and shall be deemed separable, but the remainder of this Agreement shall be binding and effective as between the parties in the same manner and to the same extent as if said unlawful or illegal provision had not been contained herein.

Force Majeure: Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fire, floods, epidemics, pandemics, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party; provided, that the party so affected shall give prompt notice thereof to the other. If any such cause prevents either party from performing any of its material obligations hereunder for more than six months, the other party may then terminate this Agreement upon ninety (90) days' prior notice. Except as provided in the immediately preceding sentence, no such failure or delay shall terminate this Agreement, and each party shall complete its obligations hereunder as promptly as reasonably practicable following cessation of the cause or circumstances of such failure or delay

No Waiver: Failure by either party to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of any right or power hereunder at any time be deemed a waiver or relinquishment of any further such rights or power.

Counterparts: This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.