



June 16, 2025

Christy Ferguson  
Town Manager  
110 Rothschild Street  
Holden Beach, NC 28462  
Christy.Ferguson@HBTownHall.com

**SUBJECT: Town Pier Not-To-Exceed Construction Estimate**

Dear Ms. Ferguson,

Following the completion of preliminary structural design and an initial constructability review, HDR recommends a Not-To-Exceed (NTE) construction cost for the Town's fishing pier at **\$7,300,000**. This amount reflects the demolition of the existing structure, material and labor for the proposed pier structure, the material and labor for the most conservatively priced construction methodology, and a 25% contingency factor.

In regard to the construction methodology, typical methods include a land and barge approach, a top-down approach, a work trestle approach, or a combination thereof. As the cost estimate was requested as an NTE amount, the most conservatively priced method (construction of a work trestle) was selected as HDR is unable to predict which methods potential construction contractors will choose while developing their future bid proposals. Additionally, the trestle approach would be a suitable method for the pedestrian load rating of the preliminary pier design.

The 25% contingency factor applied to the cost estimate subtotal reflects the amount of contingency HDR has found to be generally suitable to Class 3 cost estimates for waterfront infrastructure projects.

We look forward to further discussing this NTE estimate at tomorrow's (6/17) Board of Commissioners meeting, please let us know if the Town has any questions in the meantime.

Sincerely,  
HDR Engineering, Inc. of the Carolinas

A handwritten signature in blue ink that reads "William Fuller". The signature is written in a cursive, flowing style.

William Fuller, EI  
Project Manager

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF HOLDEN BEACH,  
NORTH CAROLINA DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO  
APPLY TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS**

***WHEREAS***, the Board of Commissioners (the “*Board*”) of the Town of Holden Beach, North Carolina (the “*Town*”) is considering the issuance of general obligation bonds of the Town which shall be for the following purposes and in the following maximum amount:

\$7,300,000 of bonds to finance the capital costs of the demolition and removal of the existing pier and construction of a new pier, including any improvements related thereto.

***NOW, THEREFORE, BE IT RESOLVED*** by the Board that the Town Clerk is hereby directed to cause a copy of the “NOTICE OF INTENTION TO APPLY TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS” to be published in a newspaper of general circulation in the Town.

***READ, APPROVED AND ADOPTED*** this 17th day of June, 2025.

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J. Alan Holden, Mayor

ATTEST:

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Heather Finnell, Town Clerk

STATE OF NORTH CAROLINA           )  
  )  
COUNTY OF BRUNSWICK             )      SS:

I, Heather Finnell, Town Clerk of the Town of Holden Beach, North Carolina, *DO HEREBY CERTIFY* the attached to be a true and correct copy of a Resolution entitled, “**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF HOLDEN BEACH, NORTH CAROLINA DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO APPLY TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS**” adopted by the Board of Commissioners at a meeting held on the 17th day of June, 2025.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of said Town, this the \_\_\_\_ day of June, 2025.

(SEAL)

Town Clerk  
Town of Holden Beach, North Carolina

**NOTICE OF INTENTION TO APPLY TO THE  
LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS**

***NOTICE IS HEREBY GIVEN*** of the intention of the Town of Holden Beach, North Carolina to file an application with the Local Government Commission, Raleigh, North Carolina for its approval of the issuance of general obligation bonds of the Town of Holden Beach, North Carolina which shall be for the following purposes and in the following maximum amount:

\$7,300,000 of bonds to finance the capital costs of the demolition and removal of the existing pier and construction of a new pier, including any improvements related thereto.

Any citizen or taxpayer of the Town of Holden Beach, North Carolina objecting to the issuance of any or all of said bonds, within seven (7) days after the date of publication of this notice, may file with the Local Government Commission, 3200 Atlantic Avenue, Longleaf Building, Raleigh, NC 27604, Attention: Deputy Secretary, and with the Board of Commissioners of the Town of Holden Beach, North Carolina, a written statement setting forth each objection to the proposed bond issue and such statement shall contain the name and address of the person filing it.

**TOWN OF HOLDEN BEACH, NORTH CAROLINA**

/s/ Heather Finnell

Town Clerk

Town of Holden Beach, North Carolina

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF HOLDEN BEACH,  
NORTH CAROLINA MAKING CERTAIN STATEMENTS OF FACT CONCERNING  
PROPOSED BOND ISSUE AND AUTHORIZING THE APPLICATION TO THE LOCAL  
GOVERNMENT COMMISSION**

**WHEREAS**, the Board of Commissioners (the “*Board*”) of the Town of Holden Beach, North Carolina (the “*Town*”) is considering the issuance of general obligation bonds of the Town which shall be for the following purposes and in the following maximum amount:

\$7,300,000 of bonds to finance the capital costs of the demolition and removal of the existing pier and construction of a new pier, including any improvements related thereto.

**WHEREAS**, certain findings of fact by the Board must be presented to enable the Local Government Commission of the State of North Carolina to make certain determinations as set forth in Section 159-52 of the North Carolina General Statutes, as amended.

**NOW, THEREFORE, BE IT RESOLVED** that the Board, meeting in open session on the 17th day of June, 2025, has made the following factual findings in regard to this matter:

A. ***Facts Regarding Necessity of Proposed Financing.*** The proposed bonds are necessary or expedient to finance the capital costs of the demolition and removal of the existing pier and construction of a new pier, including any improvements related thereto.

B. ***Facts Supporting the Amount of Bonds Proposed.*** The sums estimated for these bonds are adequate and not excessive for the proposed purposes. Estimates for the proposed projects have been carefully analyzed and determined by persons knowledgeable about the projects.

C. ***Past Debt Management Procedures and Policies.*** The Town’s debt management procedures and policies are good and have been carried out in compliance with law. The Town employs a Finance Director to oversee compliance with applicable laws relating to debt management. The Board requires annual audits of Town finances. In connection with these audits, compliance with laws is reviewed. The Town is not in default in any of its debt service obligations. The Town Attorney reviews all debt-related documents for compliance with laws.

D. ***Past Budgetary and Fiscal Management Policies.*** The Town’s budgetary and fiscal management policies have been carried out in compliance with laws. The Board closely reviews annual budgets before final approval of budget ordinances. Budget amendments changing a function total or between functions are presented to the Board at regular Board meetings. The Finance Director presents financial information to the Board which shows budget to actual comparisons annually and otherwise as the Town Manager deems necessary or as a member of the Board may request.

E. ***Increase in Taxes; Retirement of Debt.*** The increase in taxes, if any, necessary to service the proposed debt will not be excessive. The schedule for issuance anticipates issuing all of the bonds in one or more series during the seven years following the approval of the bond order.

F. ***Marketing of Bonds.*** The proposed bonds can be marketed at reasonable rates of interest.

G. ***Estimated Interest.*** The assumptions to be used by the Town's Finance Director in preparing the statement of estimated interest to be filed with the Town Clerk pursuant to Section 159-55.1(a) of the General Statutes of North Carolina are reasonable.

***BE IT FURTHER RESOLVED*** that the Board authorizes and directs the Finance Director of the Town to file with the Local Government Commission an application for its approval of the General Obligation Public Improvement Bonds hereinbefore described, on a form prescribed by said Commission, and (1) to request in such application that said Commission approve the Town's use of Parker Poe Adams & Bernstein LLP, as bond counsel for the Town and (2) to state in such application such facts and to attach thereto such exhibits in regard to such General Obligation Public Improvement Bonds and the Town's financial condition, as may be required by said Commission.

***BE IT FURTHER RESOLVED*** that this Resolution shall become effective on the date of its adoption.

***PASSED, ADOPTED AND APPROVED*** this 17th day of June, 2025.

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J. Alan Holden, Mayor

ATTEST:

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Heather Finnell, Town Clerk

STATE OF NORTH CAROLINA                    )  
  )        SS:  
COUNTY OF BRUNSWICK                    )

I, *Heather Finnell*, Town Clerk of the Town of Holden Beach, North Carolina, *DO HEREBY CERTIFY* the attached to be a true and correct copy of a Resolution entitled, “**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF HOLDEN BEACH, NORTH CAROLINA MAKING CERTAIN STATEMENTS OF FACT CONCERNING PROPOSED BOND ISSUE AND AUTHORIZING THE APPLICATION TO THE LOCAL GOVERNMENT COMMISSION**” adopted by the Board of Commissioners at a meeting held on the 17th day of June, 2025.

*IN WITNESS WHEREOF*, I have hereunto set my hand and affixed the corporate seal of said Town, this the \_\_\_\_ day of June, 2025.

(SEAL)

\_\_\_\_\_  
Town Clerk  
Town of Holden Beach, North Carolina







## Proposal #43562

Date: 6/13/2025

### Primary Contact:

Town of Holden Beach  
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:

### Property:

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

## Landscape Management Agreement

This agreement takes effect July 1, 2025 (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**

<b>General Maintenance Services</b>	
Spring/Summer Maintenance	32
Fall/Winter Maintenance	10
Pruning	4
<b>Chemical Services</b>	
Turf Fertilizer	3
Turf Weed Control	4
Turf Insecticide Application	3
Turf Pre-emergent Weed Control Application	2
Plant and Shrub Fertilizer	3
Plant Growth Regulator Application	3
<b>Subcontractor Services</b>	
Mulch Application	1
<b>Monthly Investment</b>	
<b>\$5,352.84</b>	

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

<b>Schedule</b>	<b>Price</b>	<b>Sales Tax</b>	<b>Total Price</b>
July	\$5,352.83	\$48.95	\$5,401.78
August	\$5,352.83	\$48.95	\$5,401.78
September	\$5,352.83	\$48.95	\$5,401.78
October	\$5,352.83	\$48.95	\$5,401.78
November	\$5,352.83	\$48.95	\$5,401.78
December	\$5,352.84	\$48.95	\$5,401.79
January	\$5,352.83	\$48.95	\$5,401.78
February	\$5,352.84	\$48.95	\$5,401.79
March	\$5,352.83	\$48.95	\$5,401.78
April	\$5,352.84	\$48.95	\$5,401.79
May	\$5,352.83	\$48.95	\$5,401.78
June	\$5,352.84	\$48.95	\$5,401.79
	<b>\$64,234.00</b>	<b>\$587.40</b>	<b>\$64,821.40</b>

**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 5/22/2025  
**Carolina Creations Landscape, Inc.**

By \_\_\_\_\_  
 Date \_\_\_\_\_  
**Town of Holden Beach**

## 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.

**Taxes:** 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.

## SCOPE OF SERVICES

### Spring/Summer Maintenance

**Service frequency:** Weekly mid-April - 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:** Twice per month from mid-October-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

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.



**Turf Fertilizer**

Turf will be fertilized 3 times per year with an appropriate blend for your turf type. Our goal in fertilization is to keep your lawn healthy. The fertilization program will provide the equivalent of five to eight pounds of nitrogen per 1000 square feet, per year, to maintain a healthy green lawn. Phosphorous free, potash, and trace elements will be provided in a well-balanced analysis. A premium blend of SCU fertilizers will be used to allow for a reduced frequency of fertilization

**Turf Weed Control**

Post emergent weed control application will occur to turf 4 times per year for the control of broadleaf weeds and undesired grass weeds. The herbicide is not harmful to desired turf.

**Turf Insecticide Application**

Turf will be treated 1 time (May) per year as needed for control of fire ants. Any additional fire ant applications will be billed outside of the contract, per request.

Turf will be treated 1 times (July) per year as needed for control of additional turf destroying insects (not including fire ants.)

**Turf Pre-emergent Weed Control Application**

Turf will be treated 2 times per year for pre-emergent weed control of broadleaf weeds and undesired grass weeds.

**Plant and Shrub Fertilizer**

Shrubs will be fertilized as needed one time per year in the Spring with a slow release fertilizer blend specific for shrubs to promote continued health and growth.

**Plant Growth Regulator Application**

Application of growth regulator to existing plant materials.

**Mulch Application**

Apply bark mulch to all previously mulched beds one time per year (April). 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.





**Proposal #43627**

**Date: 6/13/2025**

**Primary Contact:**

Town of Holden Beach  
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:

**Property:**

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

## **Landscape Management Agreement**

This agreement takes effect July 1, 2025 (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

<b>Irrigation Services</b>	
Irrigation Audit	4
<b>Monthly Investment</b>	<b>\$169.18</b>

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

<b>Schedule</b>	<b>Price</b>	<b>Sales Tax</b>	<b>Total Price</b>
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	\$169.17	\$11.42	\$180.59
December	\$169.18	\$11.42	\$180.60
January	\$169.17	\$11.42	\$180.59
February	\$169.18	\$11.42	\$180.60
March	\$169.17	\$11.42	\$180.59
April	\$169.18	\$11.42	\$180.60
May	\$169.17	\$11.42	\$180.59
June	\$169.18	\$11.42	\$180.60
	<b>\$2,030.08</b>	<b>\$137.04</b>	<b>\$2,167.12</b>

**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 5/22/2025  
**Carolina Creations Landscape, Inc.**

By \_\_\_\_\_  
 Date \_\_\_\_\_  
**Town of Holden Beach**

## 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.

**Taxes:** 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 Terminatio

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.

## SCOPE OF SERVICES

### **Irrigation Audit**

An audit of the irrigation system for proper operation will be performed 1 time per month as needed. *Any necessary repairs will be billed in addition to your maintenance fee @ \$82.00 per hour plus materials (Subject to change without notice).* Any necessary repairs anticipated over \$500.00 will be reported to the owner's representative along with a request for authorization to proceed with repairs.