



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

**Tuesday, July 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, JULY 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. Special Meeting of June 4, 2026 (Page 1)
 - ii. Special Meeting of June 4, 2026 (Pages 2 – 3)
 - iii. Public Hearing/Regular Meeting of June 16, 2026 (Pages 4 – 10)
 - b. Police Report (Pages 11 – 18)
 - c. Inspections Department Report (Pages 19 – 22)
 - d. Finance Department Report (Pages 23 – 28)
 - e. Public Works Department Report (Pages 29 – 30)
7. Discussion and Possible Approval of the Contract with MidAtlantic Engineering Partners to Perform an Underwater Study for the Holden Beach Pier – Assistant Town Manager Ferguson (Pages 31 – 39)
8. Discussion and Possible Selection of Members to Serve on Town Boards – Town Clerk Finnell (Pages 40 – 46, Separate Packet)

9. Discussion and Possible Action Approving a Transfer from the General Fund Balance to the Beach & Inlet Capital Reserve Fund – Assistant Town Manager Ferguson (Pages 47 – 48)
 - a. Ordinance 26-05, An Ordinance Amending 26-03, The Revenues and Appropriations Ordinance for Fiscal Year 2026 – 2027 (Amendment No. 1)
10. Discussion and Possible Action on Submission of an Application to the NC Wildlife Resources Commission to Create a No Wake Zone in the Intracoastal Waterway from Blockade Runner Drive to Roger Street – Mayor Holden (Pages 49 – 53)
 - a. Resolution 26-08 – Resolution to Approve a No Wake Zone in the Intracoastal Waterway from Blockade Runner Drive to Roger Street
11. Discussion and Possible Action on a Water Shortage Response Plan – Assistant Town Manager Ferguson (Pages 54 – 68)
12. Town Manager's Report – Assistant Town Manager Ferguson
13. Public Comments on General Items
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 July 21, 2026.



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS
SPECIAL MEETING
THURSDAY, JUNE 4, 2026 – 5:00 P.M.**

The Board of Commissioners of the Town of Holden Beach, North Carolina met for a Special Meeting on Thursday, June 4, 2026 at 5:00 p.m. Present were Mayor J. Alan Holden; Mayor Pro Tem Page Dyer; Commissioners Sylvia Pate, Keith Smith, Tom Myers and Robert Brown; Town Manager Bryan Chadwick; Town Clerk Heather Finnell; Assistant Town Manager Christy Ferguson; Finance Director Daniel McRainey; Public Works Director Chris Benton; Police Chief Steve Barger; and Lieutenant Frank Dilworth.

PUBLIC COMMENT

No comments were made.

LEGAL SERVICES

The Board interviewed Lydia Lavelle and T.C. Morphis from the Brough Law Firm.

The Board came to a consensus to have staff get a letter of engagement for their consideration at the next meeting.

ADJOURNMENT

Motion to adjourn by Commissioner Pate at 5:33 p.m.; second by Mayor Pro Tem Dyer; approved by unanimous vote.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS
SPECIAL MEETING
THURSDAY, JUNE 4, 2026 – 6:00 P.M.**

The Board of Commissioners of the Town of Holden Beach, North Carolina met for a Special Meeting on Thursday, June 4, 2026 at 6:00 p.m. Present were Mayor J. Alan Holden; Mayor Pro Tem Page Dyer; Commissioners Sylvia Pate, Keith Smith, Tom Myers and Robert Brown; Town Manager Bryan Chadwick; Town Clerk Heather Finnell; Assistant Town Manager Christy Ferguson; Finance Director Daniel McRainey; Inspections Director Tim Evans; Public Works Director Chris Benton; Police Chief Steve Barger; and Lieutenant Frank Dilworth.

PUBLIC COMMENTS

Carlton Pittman liked the format of the budget message. He asked the Board to allocate an additional 1% to the proposed COLA for staff.

BUDGET WORKSHOP

Town Manager Chadwick went over the budget calendar and the Board's goals. The proposed budget is \$33,766,210 for all funds. It accounts for the part-time officer program discussed at the May meeting. We are hoping for consensus to move forward in June. The current budget can accommodate that. The budget also takes into account a reduction in parking revenue predicated on the Board's previous discussion of wanting to give two free months. A \$3.50 increase on the water base rate was also included.

Finance Director McRainey provided detailed information on the Water & Sewer Fund, the water & sewer capital charge fee and capital reserve funds. The Board discussed the information.

The consensus of the Board is it is okay to move forward with the police limited-service program. Chief Barger provided information on the process for hiring.

Town Manager Chadwick explained the proposed budget accommodates not charging for parking for two months. The Board would like to look at November – January 2nd as the free months. Staff will need to look at the contract and it will be discussed at a future meeting.

Staff is making plans on moving forward with the canal dredging project.

The \$1.2 million the county is holding for the Central Reach Project was discussed. The Town will be making the final payment. At that point, the \$1.2 million will be returned to the Town. Commissioner Myers suggested putting it into the proposed budget. Town Manager Chadwick said the Board would need to decide where to account for it within the budget. How the occupancy tax regulations would affect the \$1.2 million and where it would be recognized in the budget was discussed.

The balance on the improvements for Block Q, the debt for the Holden Beach fishing pier, funds for storm cleanup and 441 Professional Services were discussed.

ADJOURNMENT

Motion by Commissioner Smith to adjourn at 6:44 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
PUBLIC HEARING/REGULAR MEETING
TUESDAY, JUNE 16, 2026 – 5:00 P.M.**

The Board of Commissioners of the Town of Holden Beach, North Carolina met for a Public Hearing/Regular Meeting on Tuesday, June 16, 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, Tom Myers and Robert Brown; Town Manager Bryan Chadwick; Town Clerk Heather Finnell; Assistant Town Manager Christy Ferguson; Inspections Director Tim Evans; Finance Director Daniel McRainey; Public Works Director Chris Benton; Police Chief Steve Barger; Fire Chief Doug Todd; and Town Attorney Sydnee Moore.

PUBLIC HEARING: PROPOSED BUDGET FOR FISCAL YEAR 2026 - 2027

Mayor Holden called the public hearing to order. Town Manager Chadwick reviewed the highlights. The budget includes maintaining the same tax rate of 14 cents per \$100. We will be purchasing three patrol vehicles for the Police Department and one vehicle for Water and Sewer. The budget allocates 3% for COLA and 2.5% merit for personnel. We have plans for a canal dredging event. It includes the engineering designs and construction for a phased stormwater initiative. It includes a base rate increase on the water side of \$3.50 for future capital projects spending. The budget also includes appropriating funding to begin the design of a fire station and work at the pier property.

No comments were made.

Mayor Holden closed the Public Hearing at 5:07 p.m.

REGULAR MEETING

Mayor Holden asked for a moment of silence and called the Regular Meeting to order.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

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

PUBLIC COMMENTS ON AGENDA ITEMS

Will Carter said the Town has an incomplete plan for the pier. He would like to see a plan in place for a concrete pier.

Carlton Pittman asked to move item 13 up if Chief Todd is in attendance to discuss that item.

CONSENT AGENDA ITEMS

Minutes of the Regular Meeting of May 19, 2026, Police Report, Inspections Department Report, Finance Department Report and Public Works Department Report

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

DISCUSSION AND POSSIBLE ACTION ON ORDINANCE 26-03, THE REVENUES AND APPROPRIATIONS ORDINANCE FOR FISCAL YEAR 2026 - 2027

Town Manager Chadwick stated the Board had discussion about the \$1.2 million that will be returned from the county. It has been accounted for in the Capital Improvement Plan (CIP) in the 2027 – 2028 year. It is his opinion to not recognize the amount until we have it in hand. If it comes sooner, the Town can do a budget amendment. Commissioner Myers said there is an interlocal agreement so he is pretty sure it is coming, especially when you compare it to the federal grant that is in the budget which to him is less certain than the interlocal agreement that has been executed by the county. He would like to show it in the budget and feels the Fiscal Control Act requires that.

Motion by Mayor Pro Tem Dyer to take action on Ordinance 26-03 for the budget fiscal year 2026 – 2027, but she would like to make an amendment to that. She would like to increase the employee COLA to 4%.

Mayor Pro Tem Dyer explained that the current COLA is 3% and inflation and cost of living is much higher than that. One of the Board's objectives was to retain employees.

The motion was seconded by Commissioner Pate.

Commissioner Myers said the Board had plenty of opportunity to discuss this and doesn't know why it wasn't brought up earlier. Commissioner Smith said the concern that he is hearing about the \$1.2 million is that the Town is not accounting for it. He explained how he feels it is accounted for and that everyone knows it is coming so it is not a transparency issue. Commissioner Myers quoted from the Fiscal Control Act and said he thinks the Town is required to recognize the amount in the budget. How to move forward was discussed. Town Manager Chadwick said the amount would be recognized once it was received through a budget amendment. Assistant Town Manager Ferguson added she thinks it can be done either way.

Both ways it would be recognized in the budget. Commissioner Myers asked the harm in including it. Assistant Town Manager Ferguson said if it is added you would need to show the expense side. The previous Board did discuss that they wanted it to go to the Beach & Inlet Fund, but this presently seated Board has not discussed it yet. She thinks the purpose was to have that discussion at a later time so it could be discussed fully. The interlocal agreement was discussed. Moving forward was further discussed.

Commissioner Smith asked if Commissioner Myers had any other issue with the budget. Commissioner Myers replied no, but it goes against his profession to allow this and can't vote for it. Commissioner Smith called the question.

Town Clerk Finnell reviewed the motion.

The motion passed by a 4 – 1 vote with Mayor Pro Tem Dyer and Commissioners Pate, Smith and Brown voting for the motion and Commissioner Myers voting in the negative.

DISCUSSION AND POSSIBLE APPROVAL OF RESOLUTION 26-06, RESOLUTION AMENDING THE TOWN OF HOLDEN BEACH FEE SCHEDULE

Town Clerk Finnell explained increased water revenues are needed to offset increased expenses. Based on research, comparative analysis of neighboring municipalities and feedback from the Board, an increase of \$3.50 is proposed, increasing the water base charge to \$26.22 per month. Other service fees as attached are proposed to be amended. The fee schedule needs to be updated to reflect the proposed changes.

Motion by Mayor Pro Tem Dyer to approve Resolution 26-06; second by Commissioner Smith; approved by unanimous vote.

DISCUSSION AND POSSIBLE APPROVAL OF ORDINANCE 26-04, AN ORDINANCE AMENDING THE HOLDEN BEACH CODE OF ORDINANCES, TITLE VII: TRAFFIC CODE

Town Manager Chadwick said these updates are to address concerns about individuals utilizing short term parking for beach access and to make a change in the ordinance to accommodate the Board's future actions on when paid parking is required based on the annual calendar. It also addresses other needed amendments that were identified while preparing the update.

Motion by Mayor Pro Tem Dyer to approve Ordinance 26-04; second by Commissioner Myers.

Commissioner Myers wanted to make sure that approving the ordinance would not be making any commitments on the months the Town has paid parking. Town Clerk Finnell said staff planned to bring the Otto Contract back, along with the dates proposed for no fees at a future meeting. Lieutenant Dilworth provided a summary of the proposed changes. Assistant Town Manager Ferguson explained a time limit for Block Q has been established and signs have been ordered.

The motion passed by unanimous vote.

DISCUSSION AND POSSIBLE SCHEDULING OF A DATE TO HOLD INTERVIEWS FOR VACANCIES ON TOWN BOARDS

The Board came to a consensus to hold interviews on July 21st at 4:45 p.m.

DISCUSSION AND POSSIBLE APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN AND BROUGH LAW FIRM

Town Clerk Finnell stated the Brough Law Firm has provided the Board with a Memorandum of Understanding as a result of their interview with the Board at their June 4th meeting. Town Manager Chadwick added he would love to continue working with Attorney Moore during the transition. The Board agreed.

Motion by Mayor Pro Tem Dyer to accept the Memorandum of Understanding from Brough Law Firm; second by Commissioner Brown.

Commissioner Brown asked how the Board felt about having the attorney attend meetings virtually. Mayor Holden replied that the Board can decide as they move forward.

The motion passed unanimously.

DISCUSSION AND POSSIBLE ACTION ON RESPONSES FOR AN ENGINEERING FIRM TO PERFORM AN UNDERWATER STUDY FOR THE HOLDEN BEACH PIER

Town Manager Chadwick explained the Town received four responses. Those received were WSP, Terracon, MidAtlantic Engineering Partners and KCI Associates. Several staff ranked the responses. The highest score was MidAtlantic. He reviewed information from the scoring process.

Motion by Mayor Pro Tem Dyer to accept the proposal of MidAtlantic because they were preferred by the staff; second by Commissioner Smith.

Commissioner Myers said he thinks the Board needs to be clear to the public that this is a pivot away from the path of building a new pier and onto the path of repairing the existing pier. He doesn't know the rationale for doing this and is opposed. Commissioner Pate stated when HDR came, they indicated the study would need to be done before we could determine if it can be repaired. Commissioner Smith said one of the consistent things he has heard is asking if the pier can be repaired. He understands there are people who do not want to repair it, but the Town doesn't have costs to repair or rebuild. The Board discussed how to move forward. Discussion included the bond referendum, costs and plans for building a pier.

Mayor Pro Tem Dyer called the question.

The motion passed by a 4 – 1 vote with Mayor Pro Tem Dyer and Commissioners Pate, Smith and Brown voting for the motion and Commissioner Myers voting in the negative.

DISCUSSION AND POSSIBLE APPROVAL OF RESOLUTION 26-07, RESOLUTION APPROVING CONVEYANCE OF PERSONAL PROPERTY TO A NONPROFIT ORGANIZATION PURSUANT TO NORTH CAROLINA GENERAL STATUTE 160A-280

Town Manager Chadwick explained the Town has surplus property consisting of a 2014 Dodge Ram truck and a Coleman light tower that are no longer in use. We would like to donate them to the Tri-Beach Fire Department.

Motion by Mayor Pro Tem Dyer to approve Resolution 26-07, Conveyance of Personal Property; second by Commissioner Pate; approved by unanimous vote.

TOWN MANAGER'S REPORT – TOWN MANAGER CHADWICK

- July is Parks & Recreation month. There will be multiple activities throughout the month.
- Ocean Boulevard Stormwater – McGill has finalized the existing conditions survey. The hydraulic modeling information has been completed. The base stormwater assessment has been completed and the preliminary evaluation of outlet structures.
- Block Q Restroom and Parking – restrooms are open.
- Block Q Master Plan RFQ – kickoff meeting was held yesterday. Went over future dates.
- Block Q Stage Area – roof is complete and staining is in progress.
- Resilient Coastal Communities Program – survey is still on website. Inspections Director Evans explained we are in Phase 2 and provided details on the process and examples of projects.
- Canal Dredging – we still continue to work with the Corps on the dredge spoils disposal.
- Inlet Hazard Area – staff will be attending a CRC meeting Thursday and are actively involved in the discussion of possible changes to the Inlet Hazard Area.
- DA 293 Maintenance – we have not seen anything yet, but keep in mind at some point you will see work being done.
- Restroom Maintenance and Cleaning – staff continues to monitor restrooms and implement changes when necessary.
- Beach Tents – individuals are leaving items on the beach overnight. Will begin enforcement.
- Tax Laws – delivered the letters to Representative Miller and Senator Rabon concerning the possible changes.
- Employee Updates – Alyse Wade is now a Senior Police Officer.
- Alan Holden Public Safety Center – some law enforcement personnel and staff attended the dedication ceremony. If you get a chance to go do a tour, go do it.

Assistant Town Manager Ferguson provided information on the Block Q Master Plan process.

PUBLIC COMMENTS ON GENERAL ITEMS

Rick McInturf provided information regarding the July 4th weekend event.

Will Carter talked about having a fire department at Greensboro Street. He talked about the pier vote. He would like to see a concrete pier and a plan be put in place.

Carlton Pittman thanked the Board for approving the salary adjustment for employees. He asked the Board to please continue to push the fire department forward.

MAYOR'S COMMENTS

- This past weekend made a trip down the beach. Talked about the amount of trash he saw on the beach.
- Hurricane season is upon us.
- Still a high percentage of houses you cannot read the house numbers on. Asked people to follow the regulation.
- Talked about seaweed on beach.
- Thanked Inspections Director Evans for his work with the concert facilities.

BOARD OF COMMISSIONERS' COMMENTS

Mayor Pro Tem Dyer

- It is the busy season. Talked about holes, tents, dogs on the beach and fireworks.
- Have a safe holiday. Thanks for coming.

Commissioner Pate

- Thanks for your attendance. Looking forward to feedback.
- Wished everyone a safe and happy 4th. Come celebrate at Block Q.

Commissioner Smith

- Thanked God for the beach, professionals and staff. Thankful for the budget process.

Commissioner Myers

- Thanks for coming and being involved.
- Talked about trash on the beach. Thinks it still needs to be looked at.
- Happy 4th of July holiday.

Commissioner Brown

- Exciting to see the progress on the new pavilion.
- Excited for the 5th. It's a great small town we live in.
- Thanked staff and other commissioners for being welcoming.
- Have a happy and safe 4th.

ADJOURNMENT

Motion by Mayor Pro Tem Dyer to adjourn at 6:23 p.m.; second by Commissioner Pate; 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
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Calls For Service (June 2026)

Printed on July 2, 2026

Descriptions	Totals	
911 Hang Up (911HU)	1	1
911 Open Line (OL)	1	1
Abdominal Pain or Problems [Alpha]	2	2
Administrative Call	1	1
Alarm (SIG45 Signal 45)	9	9
Allergies or Envenomations [Alpha]	1	1
Animal Bites or Attacks [Alpha]	1	1
Animal Bites or Attacks [Delta]	1	1
Animal Control Call	7	7
Armed with Gun Knife or Other Weapon (10-84 x84)	1	1
Assault [Bravo]; Fight in Progress (10-40 x40)	1	1
Attempt to Locate (ATL)	12	12
Attempt to Locate (ATL); Suspicious Vehicle or Subject (10-60 x60)	1	1
Attempt to Locate (ATL); Trespassers	1	1
Breaking and Entering in Progress (10-62 x62)	1	1
Breathing Problems [Delta]	1	1
Call By Phone (10-21Law x21L)	25	25
Call By Phone (10-21Law x21L); Lost or Found Property	1	1
Careless & Reckless (C&R)	4	4
Careless & Reckless (C&R); Noise Complaint	1	1

Descriptions	Totals	
Chase or Pursuit (10-43 x43); Crime in Progress (10-64 x64)	1	1
Chest Pain or Discomfort [Charlie]	1	1
Coastal Watercraft Issue [Bravo]	1	1
Coastal Water Rescue [Delta]	1	1
Commercial or Industrial Fire Alarm [Charlie]	1	1
Debris in Roadway	1	1
Diabetic Problems [Charlie]	2	2
Diabetic Problems [Delta]	1	1
Disabled Motorist (10-87 x87)	12	12
Disabled Motorist (10-87 x87); Escort or Convoy (10-59 x59)	1	1
Disturbance or Disorderly Subject	2	2
Disturbance or Disorderly Subject; 911 Cell Hang-Up or Open Line	1	1
Domestic Disturbance (10-82 x82)	5	5
Elevator Stuck or Problems [Alpha]	3	3
Escort or Convoy (10-59 x59)	1	1
Falls [Bravo]	2	2
Falls [Delta]	3	3
Fire Alarm [Bravo]	1	1
Fireworks	1	1
Gas Leak or Odor [Bravo]	1	1
Gas Leak or Odor [Charlie]	1	1
Give Subject a Ride (10-5 x5)	2	2
Good Intent Call (Lift Assist)	1	1

Descriptions	Totals	
Heat Exposure [Delta]	1	1
Hemorrhage [Alpha]; Warrant Service (Signal 62 SIG62)	1	1
Hemorrhage [Delta]	1	1
Hit and Run (Property Damage Only 10-54 x54)	1	1
Improperly Parked Vehicle (10-70 x70)	22	22
Improperly Parked Vehicle (10-70 x70); Special Check - Business - Residence (10-79 x79)	1	1
Intoxicated Person (10-56 x56)	1	1
Investigate Narcotics Activity (Signal 49 SIG49 10-98 x98)	1	1
Investigation (Law)	2	2
Keys In Vehicle or Lockout	3	3
Lost or Found Property	11	11
Meet with Complainant (10-83 x83)	17	17
Meet with Subject or Officer (10-25 x25)	4	4
Missing or Abandoned Person	3	3
Noise Complaint	4	4
Open Door	1	1
Outside Fire [Bravo]	1	1
Outside Tank Fire [Bravo]	1	1
Prowler (10-76 x76)	1	1
Sick Person [Alpha]	1	1
Sick Person [Alpha]; Disturbance or Disorderly Subject	1	1
Sick Person [Charlie]	1	1
Single Residential Fire Alarm [Bravo]	4	4

Descriptions	Totals	
Single Residential Fire Alarm [Bravo]; Alarm (SIG45 Signal 45)	1	1
Single Residential Fire Alarm [Bravo]; Call By Phone (10-21Fire x21F)	1	1
Single Residential Fire Alarm - Carbon Monoxide [Bravo]	2	2
Special Check - Business - Residence (10-79 x79)	429	429
Special Operations Assignment (Signal 55 SIG55)	2	2
Stopping Vehicle (10-61 x61)	70	70
Subject Locked in Vehicle [Bravo]	1	1
Suspicious Vehicle or Subject (10-60 x60)	9	9
Take Written Report (10-92 x92)	4	4
Traffic Accident (Property Damage Only 10-50PD x50PD)	3	3
Traffic Control (10-58 x58)	5	5
Traffic Incident (vs Pedestrian) [Delta, Superv]; Assist Other Agency (EMS)	1	1
Traffic Light Out (10-88 x88)	1	1
Traumatic Injuries [Alpha]	1	1
Trespassers	7	7
Unconscious or Fainting [Charlie]	2	2
Unconscious or Fainting [Delta]	4	4
Unit Busy at Location (10-6 x6)	1	1
Warrant Service (Signal 62 SIG62)	1	1
Water or Sewer Problems	3	3
Water Rescue [Delta]; Missing or Abandoned Person	1	1
Welfare Check	3	3
Welfare Check; 911 Cell Hang-Up or Open Line	1	1

Descriptions

Totals

1 1

Totals

757 757



Holden Beach Police Department

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HBPD Monthly Report (June 2026)

Printed on July 2, 2026

Reported	Case Number	Address	Offenses	Disposition
06/02/26 07:07	HBPD26-00038	374 OCEAN BLVD W	DOG BITE	Case Report Created
06/21/26 09:48	HBPD26-00045	208 LOIS AVE	14-160 - INJURY TO PERSONAL PROPERTY	Case Report Created
06/23/26 23:00	HBPD26-00046	242 OCEAN BLVD W	14-33 - ASSAULT/AFFRAY	Closed - Resolved by Parties
06/29/26 14:12	HBPD26-00049	120 S SHORE	14-399 - LITTERING PUBLIC/PRIV PLACES	Case Report Created
06/30/26 13:01	HBPD26-00051	82 S SHORE DR	14-160 - INJURY TO PERSONAL PROPERTY	Case Report Created

Total Records: 5



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State Citation (June 2026)

Printed on July 6, 2026

Date	Ticket #	Statutes/Charges	Style
06/05/26	731J762	20-111(2) - CANCL/REVOK/SUSP CERTIF/TAG	Car
06/11/26	47J6789	20-135.2A - FAIL WEAR SEAT BELT-REAR SEAT; 20-140.2 - OVERLOADED/OVERCROWDED VEHICLE; 20-135.2A - FAIL TO WEAR SEAT	Low Speed Vehicle
06/11/26	47J6788	20-111(2) - EXPIRED REGISTRATION CARD/TAG; 20-183.8(A)(1) - EXPIRED/NO INSPECTION	SUV
06/15/26	47J6790	20-137.1 - NO CHILD RESTRAINT SYSTEM	Low Speed Vehicle
06/16/26	47J6791	20-137.1 - NO CHILD RESTRAINT SYSTEM	Car
06/20/26	47J6792	20-111(2) - EXPIRED REGISTRATION CARD/TAG; 20-183.8(A)(1) - EXPIRED/NO INSPECTION	SUV
06/21/26	47J6794	20-135.2A - FAIL TO WEAR SEAT BELT-DRIVER	Low Speed Vehicle
06/21/26	47J6795	20-32 - ALLOW MINOR TO DRIVE	Low Speed Vehicle
06/25/26	47J6796	20-137.1 - NO CHILD RESTRAINT SYSTEM; 20-135.2A - FAIL TO WEAR SEAT BELT-DRIVER	Low Speed Vehicle

Total Records: 9



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Ordinance Violations (June 2026)

Printed on July 6, 2026

Date	Citation/Warning	Ordinance	Style
06/11/26	Warning	Parking - No Parking Zones (All Other)	4D - SEDAN, 4
06/21/26	Citation	Parking - Non-LSV in LSV Only Area	PK - Pickup
06/21/26	Citation	Parking - Non-LSV in LSV Only Area	PK - Pickup
06/21/26	Warning-Compliant	Parking - Right-of-Way Violation (Ocean Blvd)	Car
06/21/26	Warning-Compliant	Parking - Roadway/Travel Lane	RV- Camping (Also
06/21/26	Warning-Compliant	Parking - Roadway/Travel Lane	PK - Pickup
06/21/26	Warning-Compliant	Parking - Roadway/Travel Lane	PK - Pickup

Total Records: 7

Permit Report

06/01/2026 - 06/30/2026

Issued Date	Permit #	Permit Type	Project Cost	Total Fees	Total Payments
6/1/2026	260404	Repair	140,000	\$1,895.00	\$1,895.00
6/2/2026	260405	Demolition	7,500	\$350.00	\$350.00
6/2/2026	260406	Cargo Lift	21,216	\$365.94	\$365.94
6/2/2026	260407	Single Family Construction	850,000	\$21,042.05	\$21,042.05
6/3/2026	260408	Mechanical	6,000	\$100.00	\$100.00
6/3/2026	260409	Mechanical	15,770	\$200.00	\$200.00
6/3/2026	260410	Electrical	1,200	\$175.00	\$175.00
6/3/2026	260411	Electrical	2,000	\$175.00	\$175.00
6/4/2026	260412	Repair	12,763	\$289.87	\$289.87
6/4/2026	260413	Repair	15,250	\$162.25	\$162.25
6/4/2026	260414	Bulkhead	37,000	\$358.00	\$358.00
6/4/2026	260415	Bulkhead	17,000	\$178.00	\$178.00
6/4/2026	260416	Mechanical	20,526	\$200.00	\$200.00
6/5/2026	260417	Repair	150,000	\$1,575.00	\$1,575.00
6/5/2026	260418	Mechanical	22,800	\$200.00	\$200.00
6/5/2026	260419	Mechanical	23,898	\$200.00	\$200.00
6/5/2026	260420	Mechanical	8,500	\$100.00	\$100.00
6/5/2026	260421	Swimming Pool	64,070	\$751.63	\$751.63
6/5/2026	260422	Repair	30,000	\$295.00	\$295.00
6/5/2026	260423	Electrical	1,500	\$175.00	\$175.00
6/8/2026	260424	Repair	39,700	\$407.30	\$407.30
6/8/2026	260425	Bulkhead	22,000	\$223.00	\$223.00
6/8/2026	260426	Mechanical	9,000	\$100.00	\$100.00
6/9/2026	260427	Walkway	65,000		
6/9/2026	260428	Bulkhead	35,000	\$440.00	\$440.00
6/9/2026	260429	Bulkhead	45,900	\$438.10	\$438.10
6/9/2026	260430	Bulkhead	23,460	\$236.14	\$236.14
6/10/2026	260431	Mechanical	8,370	\$200.00	\$200.00
6/10/2026	260432	Mechanical	8,890	\$200.00	\$200.00
6/11/2026	260433	Renovation	14,000	\$151.00	\$151.00
6/11/2026	260434	Repair	2,450	\$125.00	\$125.00
6/11/2026	260435	Mechanical	8,790	\$200.00	\$200.00
6/11/2026	260436	Mechanical	7,780	\$200.00	\$200.00
6/12/2026	260437	Mechanical	19,690	\$377.21	\$377.21
6/12/2026	260438	Mechanical	9,360	\$200.00	\$200.00
6/12/2026	260439	Boat Lift	2,000	\$125.00	\$125.00
6/12/2026	260440	Addition	26,375	\$262.38	\$262.38
6/15/2026	260441	Mechanical	11,740	\$100.00	\$100.00
6/15/2026	260442	Mechanical	7,000	\$200.00	\$200.00
6/15/2026	260443	Electrical	7,300	\$175.00	\$175.00

6/15/2026	260444	Single Family Construction	450,000	\$9,087.86	\$9,087.86
6/16/2026	260445	Single Family Construction	1,325,748	\$11,476.61	\$11,476.61
6/17/2026	260446	Mechanical	8,890	\$100.00	\$100.00
6/17/2026	260447	Repair	300		
6/17/2026	260448	Cargo Lift	17,500	\$232.50	\$232.50
6/17/2026	260449	Repair	8,000	\$125.00	\$125.00
6/18/2026	260450	Mechanical	12,985	\$100.00	\$100.00
6/18/2026	260451	Gas	3,000	\$100.00	\$100.00
6/19/2026	260452	Single Family Construction	600,000	\$11,721.14	\$11,721.14
6/19/2026	260453	Mechanical	9,995	\$100.00	\$100.00
6/19/2026	260454	Mechanical	18,050	\$200.00	\$200.00
6/19/2026	260455	Single Family Construction	628,000	\$11,543.11	\$11,543.11
6/19/2026	260456	Mechanical	79,900	\$100.00	\$100.00
6/19/2026	260457	Renovation	30,000	\$295.00	\$295.00
6/19/2026	260458	Mechanical	8,740	\$100.00	\$100.00
6/22/2026	260459	Mechanical	15,000	\$200.00	\$200.00
6/22/2026	260460	Zoning	50	\$50.00	\$50.00
6/22/2026	260461	Repair	22,500	\$227.50	\$227.50
6/22/2026	260462	Mechanical	9,490	\$100.00	\$100.00
	260463	Zoning	0	\$50.00	
6/23/2026	260464	Mechanical	4,196	\$100.00	\$100.00
6/24/2026	260465	Mechanical	7,300	\$100.00	\$100.00
6/25/2026	260466	Mechanical	7,650	\$100.00	\$100.00
6/25/2026	260467	Mechanical	10,090	\$100.00	\$100.00
6/25/2026	260468	Addition	20,000	\$255.00	\$255.00
6/25/2026	260469	Electrical	2,000	\$175.00	\$175.00
6/25/2026	260470	Zoning	50	\$50.00	\$50.00
6/25/2026	260471	Mechanical	10,935	\$100.00	\$100.00
6/25/2026	260472	Mechanical	9,290	\$100.00	\$100.00
6/25/2026	260473	Mechanical	10,290	\$100.00	\$100.00
6/26/2026	260474	Mechanical	9,110	\$100.00	\$100.00
6/26/2026	260475	Mechanical	11,000	\$100.00	\$100.00
6/29/2026	260476	Mechanical	15,650	\$200.00	\$200.00
6/30/2026	260477	Mechanical	7,590	\$100.00	\$100.00
6/30/2026	260478	Repair	4,600	\$125.00	\$125.00
6/30/2026	260479	Zoning	25	\$25.00	\$25.00
6/30/2026	260480	No Permit Required	32,375		
6/30/2026	260481	Mechanical	8,945	\$100.00	\$100.00
			\$5,240,042.00	\$80,986.59	\$80,936.59

PERMIT SUMMARY REPORT

COMMERCIAL

Count	0
Total Fees	\$0.00
Fees Paid	\$0.00
Total Project Cost	\$0.00

RESIDENTIAL

Count	78
Total Fees	\$80,986.59
Fees Paid	\$80,936.59
Total Project Cost	\$5,240,042.00

TOTAL

Count	78
Total Fees	\$80,986.59
Fees Paid	\$80,936.59
<u>Total Project Cost</u>	<u>\$5,240,042.00</u>

ACTIVE NEW HOME PERMITS = 24

OTHER ACTIVE PERMITS= 375

PERMITS ISSUED OVER \$30,000 = 85 (AMOUNT INCLUDED IN ACTIVE TOTAL)

PERMITS ISSUED OVER \$100,000 =9 (AMOUNT INCLUDED IN ACTIVE TOTAL)

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

PERMITS ISSUED WAITING PICK UP =31

TOTAL PERMITS= 430

PERMITS IN REVIEW= 6

CAMA ISSUED= 1

CAMA EXEMPTIONS= 3

ZONING ISSUED =9

NOTICE OF VIOLATIONS= 5

DELINEATIONS=1

CAMA SITE INSPECTIONS=7

PERMITS ISSUED THIS MONTH= 78

REINSPECTION FEES = \$2700

PERMITS SERVICED FOR INSPECTIONS FROM 6/1/26-6/30/26= 110

TOTAL INSPECTIONS MADE= 279

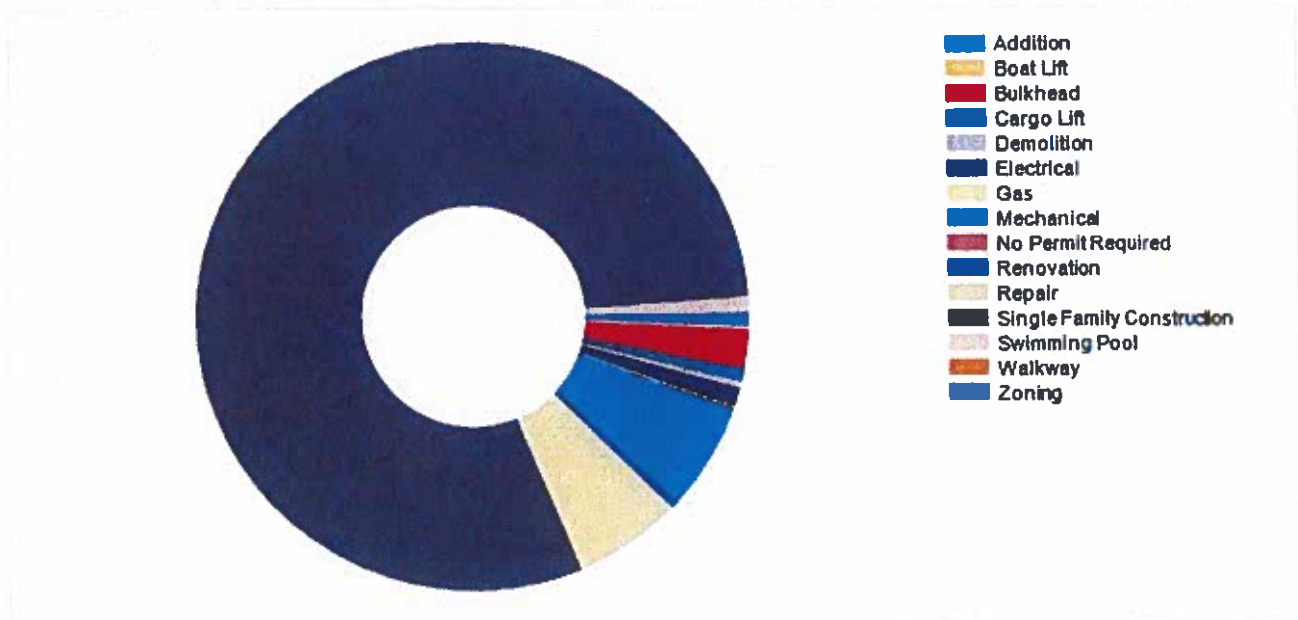


Permit Type Report

Permit Date
06/01/2026 to 06/30/2026

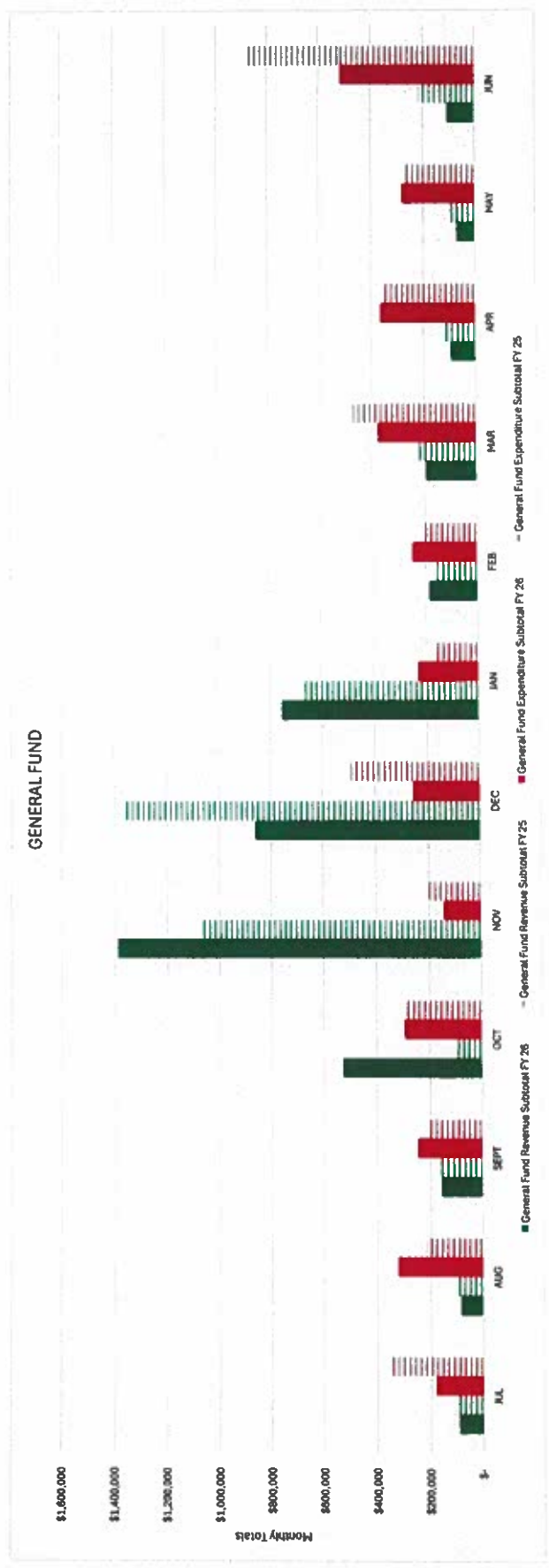
Description	Fees	Fees	Permits
Addition	\$517.38	517.38	2
Boat Lift	\$125.00	125.00	1
Bulkhead	\$1,873.24	1,873.24	6
Cargo Lift	\$598.44	598.44	2
Demolition	\$350.00	350.00	1
Electrical	\$875.00	875.00	5
Gas	\$100.00	100.00	1
Mechanical	\$5,077.21	5,077.21	35
No Permit Required	\$0.00	0.00	1
Renovation	\$446.00	446.00	2
Repair	\$5,226.92	5,226.92	11
Single Family Construction	\$64,870.77	64,870.77	5
Swimming Pool	\$751.63	751.63	1
Walkway	\$0.00	0.00	1
Zoning	\$175.00	175.00	4
Total	\$80,986.59	80,986.59	78

Fees Breakdown

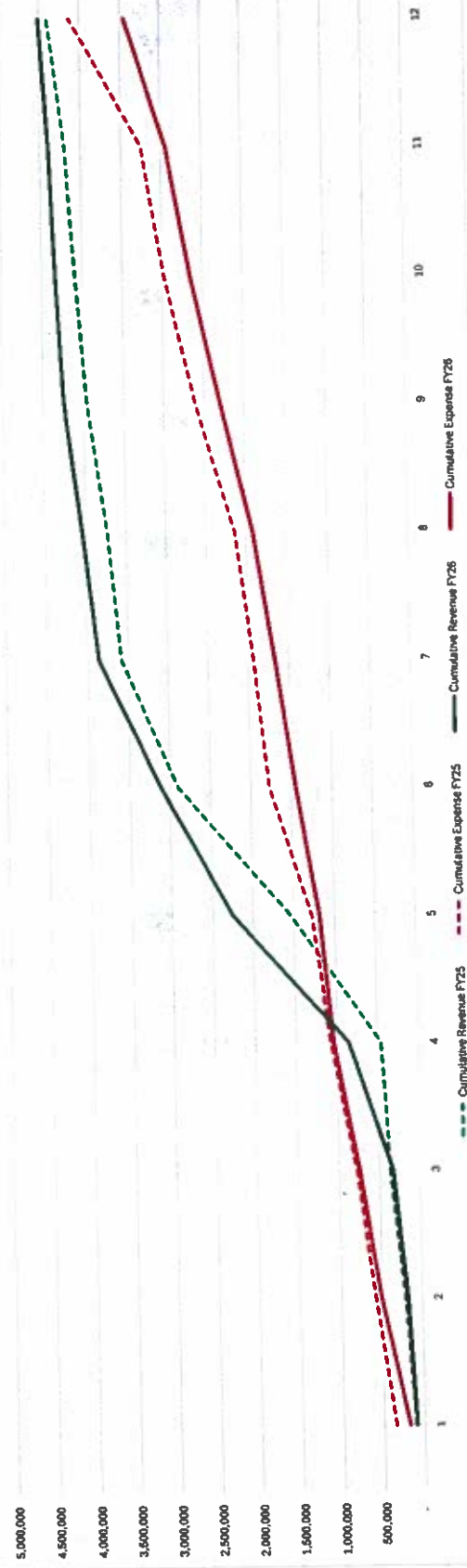


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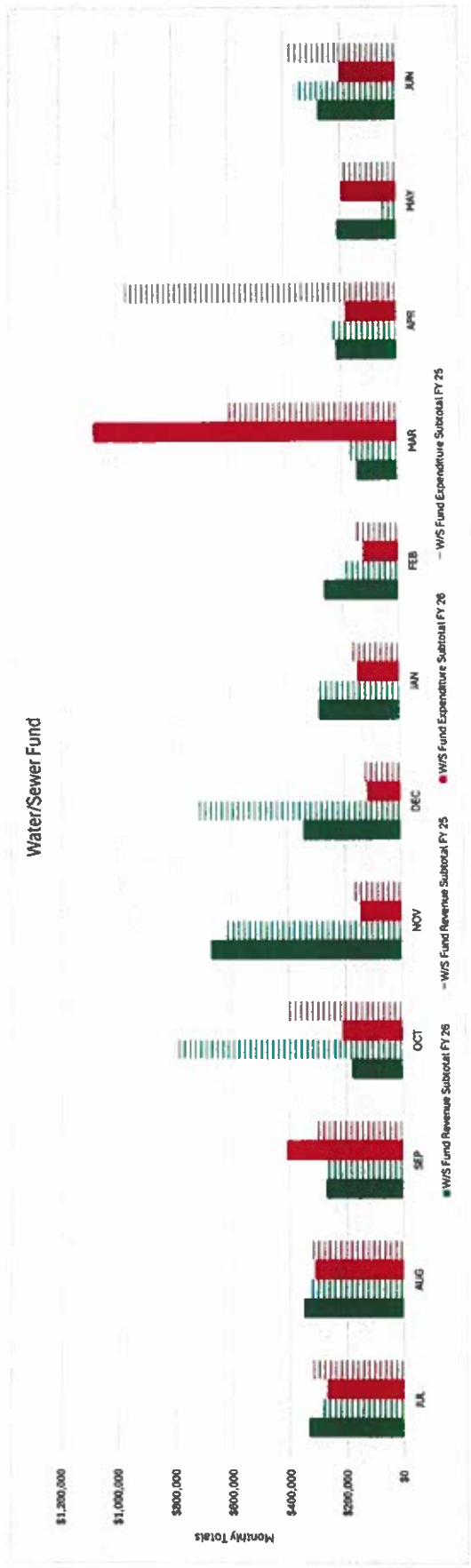
Month	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
General Fund Revenue Subtotal FY 26	92,175	85,318	155,996	525,827	1,389,476	858,632	750,977	185,000	194,497	96,055	72,436	108,476
General Fund Revenue Subtotal FY 25	102,467	100,308	165,835	100,037	1,073,329	1,361,352	677,885	156,355	229,150	125,464	107,649	216,414
General Fund Expenditure Subtotal FY 26	179,259	323,707	248,325	293,810	141,605	255,842	229,972	247,207	375,385	363,211	280,797	515,827
General Fund Expenditure Subtotal FY 25	359,130	216,065	205,110	294,542	205,814	491,517	164,035	206,126	471,342	361,913	276,717	874,929
Cumulative Revenue FY25	102,467	202,774	368,609	469,646	1,541,975	2,903,327	3,581,212	3,737,587	3,968,717	4,092,181	4,199,830	4,416,244
Cumulative Expense FY25	359,130	575,196	784,306	1,078,848	1,284,661	1,776,179	1,940,214	2,146,340	2,617,692	2,878,595	3,256,312	4,131,241
Cumulative Revenue FY26	92,175	177,493	333,489	859,316	2,248,792	3,107,424	3,858,401	4,043,401	4,237,896	4,333,953	4,406,369	4,512,865
Cumulative Expense FY26	179,259	502,968	749,291	1,043,101	1,184,706	1,440,548	1,670,520	1,917,727	2,293,112	2,656,323	2,937,120	3,452,747

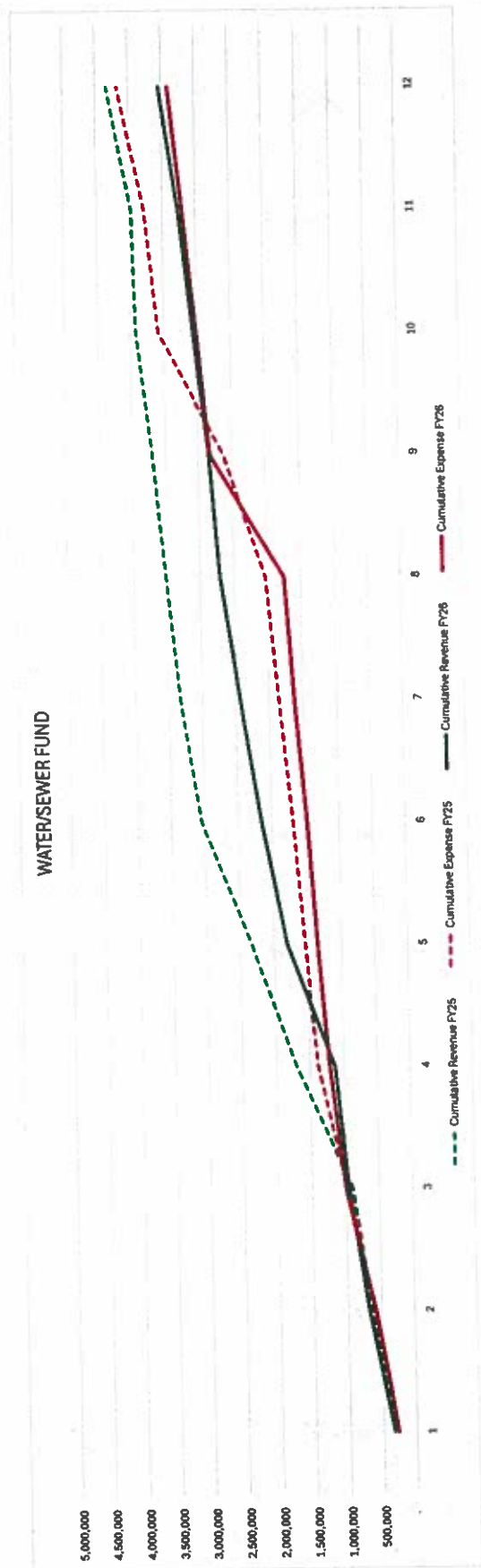


GENERAL FUND



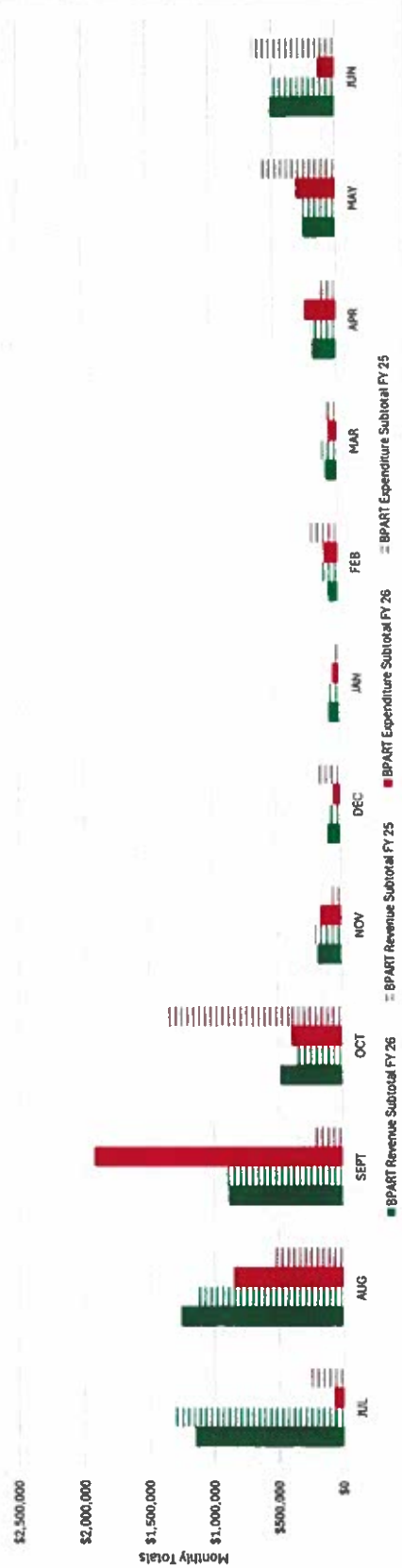
Month	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
W/S Fund Revenue Subtotal FY 26	333,945	350,710	270,032	178,002	673,084	345,088	285,472	283,142	145,833	215,854	211,106	275,586
W/S Fund Revenue Subtotal FY 25	297,561	336,326	286,064	807,150	626,767	714,498	288,442	166,327	178,205	228,786	48,520	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	181,594	198,059	198,612
W/S Fund Expenditure Subtotal FY 25	334,838	334,172	304,794	406,161	174,251	141,836	171,251	182,329	598,753	866,050	185,864	380,970
Cumulative Revenue FY25	297,561	633,897	899,971	1,707,120	2,333,887	3,048,385	3,338,827	3,523,154	3,701,359	3,930,145	3,978,865	4,306,670
Cumulative Expense FY25	334,838	669,011	973,805	1,379,965	1,554,237	1,696,073	1,867,324	2,029,653	2,628,406	3,594,456	3,790,320	4,171,290
Cumulative Revenue FY26	333,945	684,655	954,687	1,133,689	1,806,773	2,151,860	2,437,332	2,700,474	2,846,107	3,061,961	3,273,127	3,548,713
Cumulative Expense FY26	271,871	584,786	994,788	1,208,527	1,354,963	1,473,740	1,623,274	1,748,780	2,828,472	3,011,056	3,207,115	3,406,727

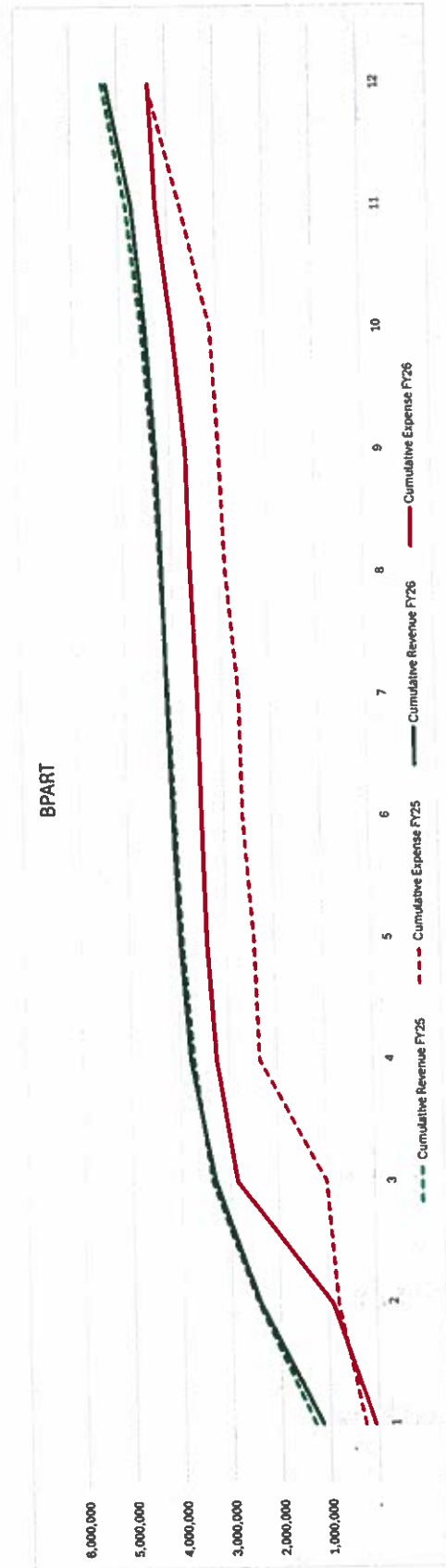




Month	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
BPART Revenue Subtotal FY 26	1,152,401	1,261,426	883,992	481,162	162,860	96,170	79,750	74,442	87,167	184,375	251,857	507,834
BPART Revenue Subtotal FY 25	1,306,078	1,148,408	909,955	352,816	203,612	108,517	81,553	127,945	124,089	198,054	287,528	479,731
BPART Expenditure Subtotal FY 26	76,488	850,588	1,929,011	395,087	160,330	55,713	50,680	105,258	62,854	248,867	308,417	129,732
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	657,700
Cumulative Revenue FY25	1,306,078	2,454,484	3,364,439	3,717,055	3,920,667	4,027,184	4,118,737	4,246,682	4,370,771	4,569,825	4,857,354	5,337,085
Cumulative Expense FY25	278,616	811,327	1,018,390	2,371,152	2,442,630	2,626,074	2,661,081	2,869,643	2,990,028	3,135,456	3,742,484	4,400,164
Cumulative Revenue FY26	1152401	2,413,827	3,297,819	3,778,981	3,961,841	4,058,011	4,137,761	4,212,203	4,298,370	4,483,745	4,735,602	5,243,436
Cumulative Expense FY26	76488	927,076	2,856,087	3,251,184	3,411,514	3,487,227	3,517,907	3,623,163	3,685,817	3,932,684	4,241,101	4,370,833

BPART





Holden Beach Public Works Monthly Report

Date: 07/09/26

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

- **Block Q:** Crew hauled dirt and helped to level out new stage area and spread seed and fertilizer.
- **Vac Station repair:** Crew worked during the night and cleaned the sewer tank at vac station2
- **Dirt streets:** Crew hauled material to ferry access and 114 and leveled them out.
- **Potholes:** Crew is actively identifying and repairing holes throughout the island.
- **Mowing:** Mowing season is here; crew is mowing the island on a 3-week schedule right now. If we ever see some rain, we will do biweekly. Crew has been bushhogging overgrown areas blocking our view of the roadways.
- **Trash:** Crew is actively going through our access parking lots and up and down the beach to ensure our beach and access ways are clean.

b) Seasonal Prep

- **Mosquito Spraying:** Crew is actively spraying problem areas. If you would like to request your street to be done, please email me at Pworks@hbtownhall.com

c) Water and Sewer

- **Water Meters:** Crew is actively going through a zero-consumption list and making sure meters are working properly and switching out bad meters.
- **Water Leaks:** We had 0.
- **Sewer Pits:** 0 new sewer service installed.
- **Water Taps:** We installed 3 new water services this month.

- **Service Calls:** Crew ran close to 107 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 is actively checking and maintaining the stations.
 - **Meter rereads:** We had 89 rereads this month. A lot of those were new meters we had just replaced just not into the system.
-

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.
- **Station 3:** There are still a few repairs needed at station 3 due to the car crashing into the transformer.

b) Upcoming Projects

- **Station 1:** We are looking to replace vacuum pumps in Station 1 (2 down @ to go) and re plumb the station as we go.
 - **We are currently in the process of getting air conditioning installed at Station 1, Contractor is about to begin and is hoping to be completed by the end of the month.**
-

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: 7/21/2026

SUBMITTED 6/2/2026

FROM: Town Manager Chadwick

ISSUE/ACTION REQUESTED: Discussion and possible action approving the contract with MidAtlantic Engineering Partners.

BACKGROUND/PURPOSE OF REQUEST: At the June 16th meeting, the BOC approved engaging with MidAtlantic Engineering Partners for engineering services to perform an underwater inspection of the below substructure elements of the Town pier. The proposed contract price is \$47,144.50 for these services. MidAtlantic anticipates completing the underwater inspection, engineering evaluation, cost estimating, and final inspection report within forty-five (45) calendar days of Notice to Proceed, subject to weather conditions and site accessibility.

FISCAL IMPACT: (select one)

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

CONTRACTS/AGREEMENTS: (select one)

REVIEWED BY TOWN ATTORNEY:	YES ☐	NO ☒
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ADVISORY BOARD RECOMMENDATION: N/A

FINANCE RECOMMENDATION: N/A

TOWN MANAGER'S RECOMMENDATION:

ATTACHMENT: MidAtlantic Contract

June 19, 2026

Ms. Heather Finnell
Town Clerk

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

RE: Fee Proposal – Development of an Underwater Inspection Report and Cost Estimates, Town Pier, 441 Ocean Boulevard West, Holden Beach, NC

Dear Ms. Finnell:

Thank you for selecting MidAtlantic Engineering Partners (MidAtlantic) to provide underwater inspection and engineering evaluation services for the Town Pier, based on our technical proposal dated June 10, 2026 and the Town's Request for Qualifications (RFQ) for this project. We appreciate the opportunity to continue our work on this facility and are pleased to submit the enclosed fee schedule for the Town's review.

The base scope of work, consisting of Tasks 1 through 4 as described in the RFQ and our technical proposal (project preparation/administration, mobilization/demobilization, field work, and preparation of the underwater inspection report), is proposed at a total fee of \$47,144.50, broken out as follows:

Task	Labor Cost	Direct Reimbursable	Subtotal
Task 1 – Project Preparation / Administration	\$5,392.00	\$1,504.00	\$6,896.00
Task 2 – Mobilization / Demobilization	\$12,780.00	\$3,761.50	\$16,541.50
Task 3 – Field Work	\$11,085.00	\$1,704.00	\$12,789.00
Task 4 – Letter Report	\$10,918.00	\$0.00	\$10,918.00
Subtotal – Base Scope (Tasks 1–4)	\$40,175.00	\$6,969.50	\$47,144.50

Consistent with our technical proposal, MidAtlantic anticipates completing the underwater inspection, engineering evaluation, cost estimating, and final inspection report within forty-five (45) calendar days of Notice to Proceed, subject to weather conditions and site accessibility.

2026B Briggs Road, Suite 300
Mt Laurel, NJ 08054
609.910.4450
Corporate Headquarters

18 Cattano Avenue, Suite 3A
Morristown, NJ 07960
973.582.9986

1971 Highway 34, Suite 201
Wall Township, NJ 07719
732.722.5899

321 W State Street
Media, PA 19063
610.565.0200

May 27, 2026

We appreciate the Town's consideration and look forward to working with you on this project. Please let us know if you have any questions regarding this fee schedule or would like to discuss the scope further in advance of contract negotiations.

Sincerely

MidAtlantic Engineering Partners

W. Stuart Lewis, PE

Partner

CLOSING

All out-of-pocket expenses and including, but not limited to, application fees, deed research fees, laboratory testing costs, mylar copies, certified mailings, photographs, blueprints, and special deliveries are considered additional to the proposal items unless specifically noted within the scope of this proposal. Any encountered reimbursable expenses will be invoiced along with a 15% servicing fee.

Any effort authorized to proceed on a time & materials basis will be invoiced based on the attached Fee Schedule.

The client's acceptance of this proposal is considered an assurance that funding has been secured and it is available to pay all invoices within 30 days. Please indicate your acceptance of this proposal by signing in the space provided below and returning one copy, along with a retainer in the amount of \$5,000.00 to our Corporate Office located at: 2026B Briggs Road, Suite 300, Mount Laurel, NJ 08054 (Attention: Accounts Receivable).

ACCEPTED:

NAME:

Signature

Print Name

TITLE:

COMPANY:

DATE:

The above signed represents that they have read and understand the attached General Conditions and have the authority to enter into this agreement.

Attachment:

1. Contract
2. North Carolina Business Registration

RATE SCHEDULE

<u>TITLE</u>	<u>HOURLY RATE</u>
PRINCIPAL	\$249. ⁰⁰
SR. PROJECT MANAGER/LSRP	\$222. ⁰⁰
LICENSED SITE REMEDIATION PROFESSIONAL	\$211. ⁰⁰
LICENSED LANDSCAPE ARCHITECT	\$206. ⁰⁰
PROJECT MANAGER	\$206. ⁰⁰
SR. PROJECT ARCHITECT/ENGINEER/SCIENTIST/SURVEYOR	\$197. ⁰⁰
SR. SURVEY FIELD TECHNICIAN	\$176. ⁰⁰
PROJECT ARCHITECT/ENGINEER/SCIENTIST/SURVEYOR	\$176. ⁰⁰
SURVEY ANALYST/ENVIRONMENTAL SPECIALIST	\$167. ⁰⁰
SR. DESIGN ARCHITECT/ENGINEER	\$167. ⁰⁰
SURVEY FIELD TECHNICIAN	\$157. ⁰⁰
SR. STAFF SURVEYOR/SR. ENVIRONMENTAL SCIENTIST	\$148. ⁰⁰
DESIGN ARCHITECT/ENGINEER	\$148. ⁰⁰
STAFF ARCHITECT/ENGINEER/SR. CAD DRAFTSMAN	\$137. ⁰⁰
ENVIRONMENTAL SCIENTIST/SR. ENVIRONMENTAL FIELD TECH	\$137. ⁰⁰
STAFF SCIENTIST/SURVEYOR	\$123. ⁰⁰
PERMIT COORDINATOR	\$114. ⁰⁰
CAD DRAFTSMAN	\$112. ⁰⁰
FIELD INSPECTOR/TECHNICIAN	\$103. ⁰⁰
ADMINISTRATIVE ASSISTANT	\$76. ⁰⁰

<u>PRINTING AND MEDIA</u>	<u>EACH</u>
WIDE FORMAT PLAN (18" x 24" OR LARGER)	\$4.50
SMALL FORMAT PLAN (11" x 17" PLAN)	\$2. ¹⁵
B/W COPY	\$0. ¹⁶
COLOR COPY	\$0. ⁴⁵
L.S. BOUND REPORT	\$20. ⁰⁰ (PLUS COPIES)
MYLAR COPIES	\$46. ²⁵
ELECTRONIC MEDIA	\$21. ⁵⁰
MOUNTED RENDERING	\$163. ⁰⁰

These rates are effective as of January 1, 2026; rates are subject to change on an annual basis.

Reimbursable or out-of-pocket expenses are invoiced with a 15% service fee.

Survey field crew rate is for a single man inclusive of fully robotic and/or GPS equipment. Specific rates for unique, specific, or multi-man crews will be provided upon request.

Work requiring overtime or off-hours work, including weekends, will be invoiced at 1.5 times the standard rates.

Company-owned equipment for environmental and marine services and expendable supplies will be invoiced in accordance with MidAtlantic's schedule of charges for equipment and supplies.

Deliveries will be invoiced as a reimbursable expense, billed at the administrative hourly rate.

Alternate rates for the expert testimony of licensed professionals will apply for litigation support, depositions, and being on-call for in court appearances.

Prevailing wage rate work will be invoiced in accordance with separate prevailing wage rate sheet.

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732.722.5899

321 W State Street
Media, PA 19063
610.565.0200

Standard Form of Agreement between Client and MidAtlantic

The Client hereby engages MidAtlantic Engineering Partners LLC (MidAtlantic), and MidAtlantic accepts such engagement, to provide various services on the Client's projects, each a "Project," pursuant to the terms hereof. The Client, who may or may not be an equity or property owner, shall be deemed to be the contracting entity, a.k.a. "client," of MidAtlantic. This Standard Form of Agreement between the Client and MidAtlantic (Agreement), together with any executed proposals, the current MidAtlantic fee schedule, and applicable riders, constitute the entire understanding and agreement between MidAtlantic and the Client.

MidAtlantic's Responsibilities

1. MidAtlantic shall be deemed to include licensed and non-licensed staff including engineers, surveyors, and scientists, as well as Licensed Site Remediation Professionals (LSRPs), principal owners, officers, and directors of the company.
2. MidAtlantic shall perform its services consistent with the skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances. MidAtlantic shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. MidAtlantic shall exercise usual and customary professional care in its efforts to comply with applicable laws, ordinances, codes, rules, regulations, and such other requirements in effect at the time services are rendered.
3. MidAtlantic shall maintain insurance for the duration of this Agreement. The Client is entitled to request a certificate of insurance. At a minimum, MidAtlantic shall maintain the following coverage:
 - a. Commercial General Liability – \$1,000,000 each occurrence / \$2,000,000 general aggregate;
 - b. Automobile Liability – \$1,000,000 combined single limit;
 - c. Professional Liability – \$1,000,000 each claim / \$2,000,000 aggregate; and
 - d. Worker's Compensation and Employers' Liability – Statutory limits.

Client's Responsibilities

1. The Client shall identify a representative authorized to act on the Client's behalf with respect to the Project. The Client shall render decisions and approve MidAtlantic's submittals in a timely manner to avoid unreasonable delay in the orderly and sequential progress of MidAtlantic's services.
2. The Client shall provide prompt written notice to MidAtlantic if the Client becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in MidAtlantic's Instrument(s) of Service.
3. The Client shall advise MidAtlantic of their interest in any subject property upon which services are to be provided including, but not limited to, whether they are the equity owner, contract purchaser, designated redeveloper, partner, or other interested party.
4. The services to be performed by MidAtlantic are to be utilized related to property either owned or contractually controlled by the Client. Should property be entitled to a third party, it is the Client's responsibility to obtain consent for services to be performed by MidAtlantic both on and off site and to notify said third party of the proposed scope of work and to provide updates to the third party as necessary during the Project. MidAtlantic may require direct access to said third party to perform requested services. Such direct access shall not override the responsibility of the Client to obtain consent and/or provide status updates. Should any environmental concerns be uncovered, it shall be the Client's responsibility to communicate said concerns to any third-party property owner. If requested by MidAtlantic, the Client shall provide documentation to confirm MidAtlantic may proceed with requested services. Unless written notice is provided to MidAtlantic in advance, the Client consents to MidAtlantic contacting any third-party property owner directly.

Copyrights and Licenses

1. MidAtlantic and MidAtlantic's consultants shall be deemed the authors and owners of their respective Instruments of Service, including all Reports, Drawings, and Specifications, and shall retain all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of MidAtlantic and MidAtlantic's consultants.
2. Upon execution of this Agreement, MidAtlantic grants the Client a nonexclusive license to use MidAtlantic's Instruments of Service solely for the use of this Project, provided that the Client performs its obligations under this Agreement, including prompt payment of all sums when due. MidAtlantic shall obtain similar nonexclusive licenses from MidAtlantic's consultants consistent with this Agreement. The license granted under this section permits the Client to authorize its lenders, Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Client's consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If MidAtlantic terminates this Agreement for cause, the license granted in this section shall terminate.
3. In the event the Client uses the Instruments of Service without retaining the author of the Instruments of Service, the Client releases MidAtlantic and MidAtlantic's consultant(s) from all claims and causes of action arising from such uses. The Client, to the fullest extent permitted by law, further agrees to indemnify and hold harmless MidAtlantic and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Client's use of the Instruments of Service under this section.

Claims and Disputes

The Client and MidAtlantic agree to attempt to first resolve any and all claims, disputes, or other matters arising out of or related to this Agreement (hereafter collectively "Claims") through good-faith negotiation. All Claims that are not resolved through negotiation shall be governed by the laws of the State of New Jersey, and shall, at MidAtlantic's sole option, be resolved in New Jersey by litigation or binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The foregoing shall not apply to third-party claims, in which any claims for contribution or indemnity shall be resolved in litigation or otherwise in the same forum as the third-party claim. This provision shall survive completion of services and termination of this Agreement. However, neither party shall seek resolution of Claims beyond the period of time that would bar the initiation of legal proceedings to litigate such Claims under applicable law. The prevailing party with respect to any disputes arising out of and/or related to this Agreement, shall be entitled to an award of attorneys' fees and costs from the non-prevailing party. Each Party waives any and all consequential and incidental damages arising out of or relating to this Agreement, including a breach thereof.

2026B Briggs Road, Suite 300
Mt Laurel, NJ 08054
609.910.4480
Corporate Headquarters

18 Cattano Avenue, Suite 3A
Morristown, NJ 07960
973.882.9986

1971 Highway 34, Suite 201
Wall Township, NJ 07719
732.722.5899

321 W State Street
Media, PA 19063
610.565.0200

Termination or Suspension

1. If the Client fails to make payment to MidAtlantic in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at MidAtlantic's option, cause for suspension of performance of services under this Agreement. MidAtlantic shall give seven days' written notice to the Client before suspending services. In the event of a suspension of services, MidAtlantic shall have no liability to the Client for delay or damage caused to the Client because of such suspension of services. Before resuming services, MidAtlantic shall be paid all sums due prior to the suspension and any expenses incurred in the interruption and resumption of MidAtlantic's services. MidAtlantic's fee and performance schedules for the remaining services shall be equitably adjusted.
2. If the Client suspends the Project, MidAtlantic shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, MidAtlantic shall be compensated for expenses incurred in the interruption and resumption of MidAtlantic's services. MidAtlantic's fees for the remaining services and the time schedules shall be equitably adjusted.
3. Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail to perform in accordance with the terms of this Agreement through no fault of the party initiating termination.
4. In the event of termination not the fault of MidAtlantic, MidAtlantic shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all reasonable costs incurred by MidAtlantic on account of termination or suspension of the Project such as preparing documents and data for storage and demobilization. Subsequent resumption of services would likewise incur certain reasonable mobilization expenses and time to become reacquainted with the Project.
5. In the event of termination, MidAtlantic shall stop work as expeditiously as practical. If continued services are required by law, such as may occur during an active environmental remediation effort or otherwise, MidAtlantic may be unable to terminate immediately. In such case the Client shall be responsible for payment of any services until such time as MidAtlantic may stop work.

Payments to MidAtlantic

1. Unless otherwise agreed, invoices will be prepared monthly for the services performed. Payments are due and payable by the Client to MidAtlantic upon MidAtlantic's presentation of its invoice to the Client. Amounts unpaid (60) sixty days after the invoice date shall bear interest at one and a half percent (1.5%) per month.
2. The Client shall not withhold amounts from MidAtlantic's compensation to impose a penalty or liquidated damages on MidAtlantic, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless MidAtlantic agrees or has been found liable for the amounts in a binding dispute resolution proceeding.
3. Records of Reimbursable Expenses and services performed on a basis of hourly rates shall be available to the Client at mutually convenient times.
4. MidAtlantic is entitled to payment from the Client for all expenses incurred in pursuing past due invoices including, but not limited to, legal fees and costs incurred for all collection efforts and litigation.

Limitation of Liability

1. In recognition of the relative risks, rewards, and benefits of the Project, the Client and MidAtlantic agree that the risks are allocated so that, to the fullest extent permitted by law and notwithstanding any other provisions of this Agreement, MidAtlantic's total aggregate liability to the Client and all third parties for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorneys' fees) arising out of this Agreement from any cause or causes except willful misconduct or negligence is limited to the greater of \$50,000.00 and the total compensation received by MidAtlantic under this Agreement. MidAtlantic's total aggregate liability to the Client and all third parties for willful misconduct and negligence is limited to the amount of insurance proceeds available at the time of settlement or judgment.
2. To the fullest extent permitted by law, the Client shall indemnify and hold harmless MidAtlantic and its officers, directors, employees, insurers, successors and assigns of each, from and against any and all actual, threatened or alleged claims, citations, fines, forfeitures, penalties, liens, causes of actions, suits, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, reasonable attorney's fees (the "Claim") to the extent caused by: (i) the Client's negligent breach of a term of the Agreement (ii) the Client or any person for whose negligent acts or omissions the Client may be responsible (including, but not limited to, violations of Owner's and Contractor's health and safety requirements); or (iii) arise from actual contamination, pollution, or public or private nuisance, arising directly out of negligent acts or omissions of the Client or any person for whose negligent acts or omissions the Client may be responsible, including but not limited to, handling, transportation, treatment, storage or disposal of Hazardous Materials, substances, samples or residue; (iv) personal injury, sickness, disease or death of any person, or damage or destruction to tangible property including loss of use of that property, or loss of use of tangible property that is not damaged or destroyed directly or indirectly arising out of or related to the performance of this Agreement to the extent that such injury or death or property damage or destruction is caused by the negligence, gross negligence, or willful misconduct of the Client or any person for whose acts or omissions the Client may be responsible; and (v) claims by any governmental entity or instrumentality as a result of the Client's failure to pay taxes as required by this Agreement or any applicable Laws. Nothing herein shall require the Client to indemnify MidAtlantic for claims caused by MidAtlantic's negligence. This indemnity shall survive completion or termination of the Agreement for whatever reason. The indemnity obligation under this paragraph shall not be construed to negate, abridge or reduce any other right or obligation of indemnity that would otherwise exist as to any person or entity. In the event that one or more provisions herein shall be declared to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in herein shall not in any way be affected or impaired thereby. Application of the joint and several liability concepts could result in MidAtlantic becoming liable for damages created directly or indirectly by regulated contaminants. The Client agrees that exposing MidAtlantic to such a liability would be unfair, because MidAtlantic played no part in the creation of the hazardous conditions. Accordingly, the Client shall, to the fullest extent permitted by law, indemnify, defend, and hold MidAtlantic harmless from any claim or liability for injury or loss arising from MidAtlantic being considered liable for creating a hazardous materials condition or permitting one to exist, because of application of a joint and several liability concept. The Client also shall compensate MidAtlantic for any time spent or expenses incurred by MidAtlantic in defense of any such claim. Such compensation shall be based upon MidAtlantic's prevailing fee schedule and expense reimbursement policy.
3. The Client shall promptly notify MidAtlantic of any known potentially hazardous substance, environmental contamination, or condition that presents or could present a potential danger to human health or the environment, which exists in, at, or near the site (collectively "Hazards"). The Client shall be solely responsible and liable for, and releases and shall hold harmless MidAtlantic from and against

any and all losses for personal injury & or death, disease, initial and ongoing medical expenses, property damage and economic based claims that arise out of either the Client's failure to advise MidAtlantic of said Hazards or the unanticipated occurrence of Hazards discovered during the provision of services by MidAtlantic.

Acceptance

1. Signing of a proposal by any employee, owner, or representative of the Client shall be deemed *Acceptance* of the proposal. Where a proposal is not signed, the following shall also be deemed *Acceptance* of the proposal:
 - a. Issuance of Authorization to Proceed of the work outlined in a written proposal;
 - b. Issuance of a Purchase Order in conformance with the work outlined within a previously submitted proposal;
 - c. Issuance of written correspondence or emails requesting work as outlined within the proposal; or
 - d. Payment(s) of invoicing for work as outlined within the proposal.
2. The prices quoted in a proposal or Agreement are subject to change if Acceptance is not received within 90 days of proposal issuance.
3. Where the Client may elect to Accept and authorize only a portion (tasks or items) of a given proposal, this should be clearly set forth in writing by the Client.

Miscellaneous Provisions

1. If the Acceptance includes retention of a Licensed Site Remediation Professional (LSRP) or the services include work on a regulated underground storage tank system, separate riders shall be completed and incorporated into this agreement, specifically the LSRP Rider and/or Underground Storage Tank Services Rider.
2. Services provided by MidAtlantic will be rendered without any warranty and/or guarantee, expressed or implied.
3. If the Services require subsurface excavation and/or exploration, MidAtlantic or its subcontractors will have the Project site marked out by the applicable public utility mark-out service (e.g., NJ One Call), and it is the Client's responsibility to notify MidAtlantic of and/or to mark-out the location of any private on-site utilities of which the Client has knowledge, including, but not limited to, wells, septic/leach fields, underground storage tanks and piping systems, sprinkler systems, water mains, sewers, or any other underground structures or utilities (collectively "Underground Structures"). To the fullest extent permitted by law, the Client agrees to indemnify and hold harmless MidAtlantic against any cost or liability that results or arises from such damage or destruction which may occur during, or as a result of, the scope of work performed by MidAtlantic or its subcontractors of any unmarked Underground Structure, unless MidAtlantic or its subcontractors were notified of their potential existence in the area of work. If there is the potential existence of any unmarked Underground Structure, MidAtlantic offers to the Client the use of more robust mark-outs (e.g., ground-penetrating radar) and/or soft dig techniques at an additional cost to the Client.
4. The Client acknowledges that the equipment used to perform work by MidAtlantic and/or any subconsultants may affect, alter, or damage the terrain, vegetation, buildings, structures, and equipment in, at, or on the site. Such work may include borings, sampling, testing etc. In regards to MidAtlantic's use of such equipment, unless such damage is caused by MidAtlantic's negligence or willful misconduct, the Client releases and holds harmless MidAtlantic and its subconsultants from any and all claims, liabilities, losses, proceedings, suits, actions, damages, or expenses of any kind (under any theory under contract, tort, statute alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty, negligent misrepresentation, or any other theory), including consequential, incidental, special, exemplary, and punitive damages, and also including court costs and reasonable attorney's fees. Should the scope of work require invasive or destructive efforts, the Client shall also be responsible to notify and obtain any required consent from any third party.
5. MidAtlantic shall not be responsible or liable in any way for job site safety. MidAtlantic's sole responsibility shall be for direct employees of MidAtlantic only while they may be onsite to ensure compliance with the Occupational Safety & Health Act of 1970 ("OSHA").
6. MidAtlantic may be required to complete sampling or retain materials in connection with its services. The Client shall maintain ownership of such samples, material, and debris and shall pay all costs associated with the storage, transport, and disposal of same.
7. If MidAtlantic provides construction observation services, MidAtlantic shall bear no responsibility to supervise or direct the actual construction work of any third party and the presence of MidAtlantic personnel on the Project site shall not excuse or insulate the contractor from defects discovered in the contractor's work. In no event shall MidAtlantic be responsible or liable for any work or effort performed by any contractor, and the Client shall release and hold harmless MidAtlantic from and against all losses that arise out of any contractor's services.
8. Should MidAtlantic become party to any lawsuit or legal action related to any services provided on behalf of the Client, all costs or out of pocket expenses associated with MidAtlantic's involvement shall be reimbursed by the Client. Any time spent directly or indirectly by any MidAtlantic employee or sub-consultant as a result of such an action shall be reimbursed by the Client in accordance with MidAtlantic's current hourly rate schedule at time of service.
9. The Client and MidAtlantic, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Client nor MidAtlantic shall assign this Agreement without the written consent of the other, except that the Client may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Client's rights and obligations under this Agreement.
10. Unless otherwise required in this Agreement or specifically identified within the proposed scope of services to be provided, MidAtlantic shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
11. MidAtlantic shall have the right to include photographic or artistic representations of the design of the Project among MidAtlantic's promotional and professional materials. MidAtlantic shall be given reasonable access to the completed Project to make such representations. However, MidAtlantic's material shall not include the Client's confidential or proprietary information if the Client has previously advised MidAtlantic in writing of the specific information considered by the Client to be confidential or proprietary.
12. If MidAtlantic or the Client receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to its employees, those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or its consultants and contractors whose contracts include similar restrictions on the use of confidential material.
13. MidAtlantic will maintain executed Agreement(s) electronically. Therefore, this Agreement may not contain original signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute the same Agreement.

14. This Agreement constitutes the entire understanding and agreement between MidAtlantic and the Client with respect to the subject matter hereof, replacing any prior negotiations and communications, verbal or written, with respect thereof. No agent or employee of any company has authority to bind MidAtlantic by any promise, representation or statement not contained in this Agreement. The Agreement may not be altered except by a written amendment or Change Order.
15. If one or more provisions of this Agreement shall be declared to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby.



**NORTH CAROLINA BOARD OF EXAMINERS
FOR ENGINEERS AND SURVEYORS**

4601 Six Forks Road, Suite 310
Raleigh, North Carolina 27609

CERTIFICATE FOR FILING

with

SECRETARY OF STATE

as a

FOREIGN PROFESSIONAL CORPORATION

(Certificate expires and becomes invalid as of July 27, 2025)

(For professions other than engineering and land surveying, obtain *Certificate(s)* from appropriate Licensing Board(s).)

TO: Office of the Secretary of State
PO Box 29622
Raleigh, North Carolina 27626-0622

FROM: North Carolina Board of Examiners for Engineers and Surveyors

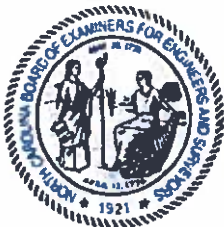
The Officers, Directors, and Shareholders of:

MidAtlantic Architecture & Design, PA

have identified, by application to the Board of Examiners, the names and addresses of the Owners (or proposed Owners) of the shares of the Professional Corporation. Said application also certifies that the shares of said Corporation is (or will be) in accordance with the provisions of G. S. 55B.

Based upon my examination of the records of this office, I hereby certify that at least one Officer, Director and Shareholder of the company is a "licensee" as defined in §55B-2(2) and is authorized to practice **engineering** pursuant to the requirements of the *North Carolina Engineering and Land Surveying Act*, Chapter 89C of the North Carolina General Statutes.

This Certificate is executed under the authority of the North Carolina State Board of Examiners for Engineers and Surveyors on this 23rd day of May 2025.



Andrew L. Ritter
Executive Director

Telephone
(919) 791-2000

WEB Site
www.ncbels.org



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: July 21, 2026

FROM: Heather Finnell, Town Clerk

DATE SUBMITTED: July 10, 2026

ISSUE/ACTION REQUESTED: Discussion and Possible Selection of Members to Serve on Boards

BACKGROUND/PURPOSE OF REQUEST: Interviews are scheduled for 4:45 p.m. on July 21st. Attached is a memo that details the terms and people who are interested in filling them.

FISCAL IMPACT: (select one)

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

CONTRACTS/AGREEMENTS: (select one)

REVIEWED BY TOWN ATTORNEY:	YES ☐	NO ☒
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ADVISORY BOARD RECOMMENDATION: N/A

FINANCE RECOMMENDATION: N/A

TOWN MANAGER'S RECOMMENDATION: N/A

ATTACHMENT: Attachment 1 - Memo
Attachment 2 – Members' Terms
Attachment 3 - Applications

Attachment 1



Date: July 10, 2026
To: Commissioners and Mayor Holden
From: Heather Finnell, Town Clerk
Re: Membership of Boards

Interviews for people interested in serving on various Town boards are scheduled for July 21st at 4:45 p.m. Just a reminder that current members are not normally interviewed again, so I did not ask them to be at the meeting. Below is a breakdown of the vacancies on each board.

Parks & Recreation Advisory Board: There are four terms expiring. Candace Vick is eligible and willing to serve another term. The other current members are not eligible to serve another term.

Planning & Zoning Board: There are two alternate member terms and one regular member term expiring. Regular member Aldo Rovito and alternate member Tina Page are willing and eligible to serve another term. Mark Francis has decided not to serve again.

Board of Adjustment: There are three regular member terms and three alternate member terms that needs to be filled. Current alternate member Rick McInturf has expressed interest in moving to the regular member position and is eligible to do so. The other current members are not eligible to serve additional terms.

There are three vacancies on the Audit Committee. These positions are typically filled in January, however the vacancies occurred outside of the normal timeframe and there are only two remaining members of the committee. The minimum membership for this committee is three members.

I have received new applications as follows:

Parks & Recreation Advisory Board – Martie Arrowood, Ronald Bristol II, Fordham Britt, Julie Lopez, Steve O'Brien, Martha Spires

Planning & Zoning Board – no new applicants

Board of Adjustment – Mike Pearson, Marvin Rollins, Michael Williams

Audit Committee – Michael Williams (also applied for BOA)

Ballots will be supplied at the meeting if the Board desires to vote by ballot.

Attachment 2

Parks & Recreation Advisory Board		Term	Term Expires
Grace Bannerman	Appointment to Becky Willis' Position 07/20/21 Reappointed 07/18/23	2nd	2026
Melanie Champion	Appointed to Karen Fleischhauer's Vacant Position 06/20/21 Reappointed 07/18/23	2nd	2026
Ray Edwards	Appointed to Suzannah Tucker's Position 08/20/24	1st	2027
Peggy Schiavone	Appointed to John McEntire Vacant Position 7/17/22 Reappointed 07/15/25	2nd	2028
Mike Pearson	Appointed to Dolly Mitchell's Position 07/20/21 Reappointed 07/18/23	2nd	2026
Suzannah Tucker	Appointed to Keith Smith's Position 7/15/25	1st	2028
Candace Vick	Appointed to Nick Payne's Position February 19, 2019 Reappointed 07/21/20 Reappointed 07/18/23	1st	2026

PLANNING AND ZONING		TERM EXPIRES	TERM
Ashley Royal	Appointed to Aldo Rovito's Alternate Position 7/18/23 Appointed Regular Member on 08/20/24	7/1/2027	1st
Kate Day	Appointed to John Cain's Regular Member on 08/20/24 Reappointed Regular Member 07/15/25	7/1/2028	1st
Chad Hock	Appointed Regular Member on 08/20/24	7/1/2027	1st
Maria Surprise	Appointed Regular Member on 08/20/24	7/1/2027	1st
Aldo Rovito	Appointed to John Cain's Alternate Position 7/19/22 Appointed to Greg Shue's Regular Position 7/18/23	7/1/2026	1st
Mark Francis	Appointed to Stu Atwell's Alternate Position 07/20/21 Reappointed Alternate Poition 7/19/22 Reappointed Alternate Position 7/18/23 Reappointed Alternate Position 08/20/24 Reappointed Alternate Position 07/15/25	7/1/2026	
Tina Page	Appointed to Pete Pallas' Alternate Position 07/15/25	7/1/2026	

BOARD OF ADJUSTMENT APPOINTMENT & EXPIRATION DATES

NAME	SUMMARY	TERM EXPIRES	Term
Richard Roberts	Appointed to MaryLou's Alternate Position 7/20/2021 Reappointed Alternate Position July 18, 2023 Appointed to Richard Griffin's Regular Position 7/15/25	Jul-28	2nd
David Yarasheski	Appointed to Jack Lohman's Vacant Position on August 20, 2024	Jul-27	1st
Anne Arnold	Anne Arnold's Alternate Member Position Vacant as a result of Resolution 15-10 Reinstated March 8, 2016 Reappointed Alternate Member 07/18/17 Appointed to Larry Reinhart's vacant Regular Member position on August 20, 2019 Reappointed Regular Member July 21, 2020 Reappointed Regular Member July 18, 2023	Jul-26	2nd
MaryLou Lahren	Appointed to Cheryl Dellinger's vacant Alternate Position 10/15/19 Appointed to Ben Baker's Regular Position July 21, 2020 Reappointed Regular Member July 18, 2023	Jul-26	2nd
Phil Caldwell	Appointed to Anne Arnold's vacant Alternate Position 10/15/19 Appointed to Larry Blume's Vacant Position July 21, 2020 Reappointed Regular Member July 18, 2023	Jul-26	2nd
Rick McInturf	Appointed to Aldo Rovito's Vacant Alternate Position 7/19/22	Jul-26	1st

Reappointed Alternate Posiiton July 18,
2023

Vacant	Richard Robert's Alternate Position	26-Jul
Vacant	Gerald Arnold's Vacant Alternate Position	26-Jul

AUDIT COMMITTEE

MEMBER	TERM EXPIRES
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Grace Lam	Appointed Regular Member 2/18/25	January 2028
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May Vail Ware	Appointed Regular Member 1/23/24	January 2027
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Kent Steeves	Appointed Regular Member 2/18/25	January 2028
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Tim Thronson	Appointed Regular Member 1/23/24	January 2027
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Cedric Scott	Appointed Alternate Member 2/18/25	January 2028
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Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 7/21/2026

SUBMITTED 7/10/2026

FROM: Town Manager Chadwick

ISSUE/ACTION REQUESTED: Discussion and possible action approving a transfer from the General Fund Fund Balance to the Beach and Inlet Reserve Fund.

BACKGROUND/PURPOSE OF REQUEST: The current general fund balance policy states the fund balance will be maintained with a balance of 40 to 70 percent. If the audited fund balance is more than 70 percent and the BOC chooses to continue this policy, the funds will be transferred to the Beach and Inlet Reserve Fund.

The last audited fund balance amount of the general fund was \$3,410,317 which was 82% fund balance. To reduce the fund balance to the 70 percent threshold, the amount to be transferred is \$499,070.

Please note I will be recommending a change to the fund balance policy in the future. To account for federal and state funding trends, I will recommend the balance be maintained at 50 to 100 percent. Anything over 100 percent will be transferred to the Beach and Inlet Fund.

FISCAL IMPACT: (select one)

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

CONTRACTS/AGREEMENTS: (select one)

REVIEWED BY TOWN ATTORNEY:	YES ☐	NO ☒
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ADVISORY BOARD RECOMMENDATION: N/A

FINANCE RECOMMENDATION: N/A

TOWN MANAGER'S RECOMMENDATION:

TOWN OF HOLDEN BEACH

ORDINANCE NO. 26-05

AN ORDINANCE AMENDING ORDINANCE 26-03, THE REVENUES AND APPROPRIATIONS ORDINANCE FOR FISCAL YEAR 2026-2027 (AMENDMENT NO. 1)

Be it ordained by the Mayor and Board of Commissioners of the Town of Holden Beach, North Carolina, that Ordinance No. 26-03 appropriating funds for fiscal year 2026-2027 be amended as follows:

PURPOSE: To transfer remainder of unassigned General fund balance over 70% to Beach and Inlet Capital Reserve Fund.

PART I	GENERAL FUND			
	REVENUES			
	DESCRIPTION	ACCOUNT #	AMOUNT	ACTION
	FUND BALANCE APPROPRIATED	10.0399.0200	499,070	INCREASE
		<u>TOTAL</u>	<u>499,070</u>	
	EXPENDITURES			
	DESCRIPTION	ACCOUNT #	AMOUNT	ACTION
	TRANSFER TO BEACH INLET CRF	10.0410.9900	499,070	INCREASE
		<u>TOTAL</u>	<u>499,070</u>	
PART II	BEACH AND INLET CRF			
	REVENUES			
	DESCRIPTION	ACCOUNT #	AMOUNT	ACTION
	TRANSFER FROM GENERAL FUND	90.0397.0000	499,070	INCREASE
		<u>TOTAL</u>	<u>499,070</u>	
	EXPENDITURES			
	DESCRIPTION	ACCOUNT #	AMOUNT	ACTION
	CAP RES MISC EXPENDITURE	90.0490.5700	499,070	INCREASE
		<u>TOTAL</u>	<u>499,070</u>	

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

This amendment is effective the 21st day of July, 2026.

ATTEST:

J. Alan Holden, Mayor

Heather Finnell, Town Clerk



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC
FROM: Mayor Holden

MEETING DATE: July 21, 2026
SUBMITTED July 10, 2026

ISSUE/ACTION REQUESTED: Discussion and Possible Action on Submission of an Application to the NC Wildlife Resources Commission to Create a No Wake Zone in the Intracoastal Waterway from Blockade Runner Drive to Roger Street

BACKGROUND/PURPOSE OF REQUEST: The Intracoastal Waterway from Blockade Runner Drive to Roger Street has become a safety hazard. In order to establish a no wake zone and make it enforceable in the area, the Town needs to submit a D-1 application to the NC Wildlife Resources Commission. As part of the application, a resolution must be adopted requesting the rulemaking; and affirmation must be given that the Town agrees to purchase and place markers that conform to the US Aids to Navigation standards. If the Town purchases the buoys from the commission the cost would be \$166.75 per 9-inch buoy and \$442.75 per 14-inch buoy.

The suggested motion is to approve Resolution 26-08 and to make affirmation that the Town will agree to purchase and place markers to implement the rule.

FISCAL IMPACT: (select one)

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

CONTRACTS/AGREEMENTS: (select one)

REVIEWED BY TOWN ATTORNEY:	YES ☐	NO ☒
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ADVISORY BOARD RECOMMENDATION: N/A

FINANCE RECOMMENDATION: N/A

TOWN MANAGER'S RECOMMENDATION: Recommend approval.

ATTACHMENT:

Attachment 1 - Application for Water Safety Rulemaking on Navigable Waters of the State of North Carolina

Attachment 2 – Resolution 26-08



North Carolina Wildlife Resources Commission
Application for Water Safety Rulemaking on Navigable Waters of the State of North Carolina

Water safety rulemaking applications are considered at August and December NCWRC meetings.
Please submit information at least six (6) weeks in advance.

1. Governmental Unit: Town of Holden Beach Date: 7-1-26
Contact Name: Alan Holden (Mayor)
Mailing Address: 109 DAVIS St. Phone: 910-279-5938
Holden Beach, N.C. 28462 Email: alan@alanhollen
realtyx.com

2. In accordance with G.S. 75A-15, the above-named subdivision of the State applies to the North Carolina Wildlife Resources Commission for water safety rulemaking in the following waters:

Name of Body of Water, County, Location: INTRACOASTAL WATERWAY

Popular Name (if any): _____

Describe Proposed Regulated Area – No-Wake Zone, Swim Area, Other:

Blockade Runner DRIVE to ROGER STREET, Holden Beach
N.C.

3. Safety hazard prompting rulemaking request (No Wake Zones, marked swim areas, and mooring areas shall be approved to mitigate hazards to boater and recreational water safety):
The NC Wildlife Resources Commission is charged with promulgating water safety rules. By statute, No Wake Zones may be established in public trust waters **only** to mitigate hazards to boating safety. The statutory authority of the WRC **does not** allow creation of a no wake zone in some instances. Some of those instances include:

- Erosion
- Noise Abatement
- Property Damage
- Protection of Docks or Piers
- Future Development
- Wildlife Area Protection
- Wake issues for a particular type of vessel

Is the purpose of the requested NO WAKE ZONE for an area that falls into one of the instances listed above?

YES ☐ NO ☒

If YES, please know that the NCWRC by statute may not be able to approve the requested NWZ

Does the proposed NO WAKE ZONE have any of the following water safety hazards?

- Known navigational hazards
- Structures in the area such as dams, spillways, flood control structures, trestles, power lines, and fueling docks
- Narrow and shallow waters
- Areas of obstructed vision
- Designated recreational or swimming areas
- Congested areas with high traffic
- History of documented accidents
- Public boat access areas
- Areas due to other circumstances present a critical risk to public safety

Does the requested NO WAKE ZONE include any of the above?

YES ☒ NO ☐

If yes, please explain which one(s) in detail:

Holden Beach Bridge, Wildlife boat ramps, marinas, fuel docks, commercial fish houses with fishing fleets, Corps of Engineers dock, Town of Holden Beach public docks, restaurants, boat yard for repairs of commercial and private boats, etc

4. Include the following information with your application:

- a. Statement that public notice was given of the intention to make application to the Wildlife Resources Commission for the Rule that is being proposed
- b. A resolution from the above-named governmental unit requesting rulemaking for the waters named in Item 2
- c. Affirmation that the local unit of government or a designee agrees to purchase and place markers that conform to U.S. Aids to Navigation (USATONS) standards to implement a Rule. The North Carolina Wildlife Resources Commission is required to submit a Fiscal Note to the Office of State Budget and Management to report the fiscal impact of a Rule on a state or local unit of government.

Regulatory markers that do not conform to USATONS standards and that are placed without authorization by the NC Wildlife Resources Commission shall be unlawful.

Mail or Email completed application and supporting documents to:

- **No Wake Zone Coordinator**
NC Wildlife Resources Commission
1717 Mail Service Center
Raleigh, NC 27699-1717
- nowakezonecoordinator@ncwildlife.org

Signature _____

Date _____

Attachment 2



RESOLUTION 26-08

**RESOLUTION TO APPROVE A NO WAKE ZONE IN THE INTRACOASTAL WATERWAY FROM
BLOCKADE RUNNER DRIVE TO ROGER STREET**

WHEREAS, the Intracoastal Waterway from Blockade Runner Drive to Roger Street, Holden Beach, North Carolina is a heavily traveled and congested waterway; and

WHEREAS, acceleration and deceleration, along with the wake generated by the boats traveling on the waterway creates a variety of issues harmful to public health, safety and welfare; and

WHEREAS, the Town of Holden Beach Board of Commissioners is requesting a no wake zone be implemented to mitigate hazards to boating safety.

NOW THEREFORE BE IT RESOLVED THAT the Holden Beach Board of Commissioners will submit a D-1 application to the NC Wildlife Resources Commission for rulemaking to create a no wake zone in the Intracoastal Waterway from Blockade Runner Drive to Roger Street in Holden Beach, North Carolina.

This the 21st day of July, 2026.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 7/21/26

FROM: Assistant Manager Ferguson

DATE SUBMITTED: 7/13/26

ISSUE/ACTION REQUESTED: Consideration and possible action on a water shortage response plan.

BACKGROUND/PURPOSE OF REQUEST: Our 2021 Wholesale Bulk Water Service Agreement with Brunswick County states that during a water shortage we must "enforce the County's Water Shortage Response Plan and Water Ordinance, or similar Plan and Ordinance no less stringent, for its own ratepayers." We have spoken to the attorney and plan to adopt the fees associated with the County's plan. We will reference the County's plan in the fee section of our plan so if the County's plan changes, our plan will not need to be updated. The County's plan is attached as a reference document to the mandated fee schedule. We will be beginning the assessment of fees that correlate to the current level of water shortage immediately upon our plan's adoption. Additionally, the fees in the plan will be added as an addendum to the current fee schedule to allow fee collection by the Town.

FISCAL IMPACT: (select one)

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

CONTRACTS/AGREEMENTS: (select one)

REVIEWED BY TOWN ATTORNEY:	YES ☒	NO ☐ N/A
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ADVISORY BOARD RECOMMENDATION: N/A

FINANCE RECOMMENDATION:

TOWN MANAGER'S RECOMMENDATION: Recommend approval

Water Shortage Response Plan Town of Holden Beach, North Carolina

The purpose of the Water Shortage Response plan is to provide guidance to public works staff, town administration, and the customers of the Town of Holden Beach during periods of drought and other events that result in a shortage of potable water. The Water Shortage Response Plan is intended to provide a framework of steps and activities to be implemented as conditions require.

I. Authorization

The Holden Beach Town Manager shall enact the following water shortage response provisions whenever the trigger conditions outlined in Section III are met. In his absence, the Town Clerk will assume this role.

II. Notification

The following notification methods will be used to inform water system employees and customers of a water shortage declaration: e-mail announcements, notices at municipal buildings, notices in water bills and on the Holden Beach website homepage. Required water shortage response measures will be communicated through public service announcements with local media and on the Holden Beach website. Declaration of emergency water restrictions or water rationing will be communicated to all customers by telephone or door hangers if necessary.

III. Triggers

Holden Beach is provided water solely by purchase from Brunswick County. When Brunswick County declares a water shortage Holden Beach is required to do so as well. During this time Holden Beach Public Works Director will stay in close contact with Brunswick County and follow their triggers.

IV. Return to Normal

When water shortage conditions have abated and the situation is returning to normal, water conservation measures employed during each phase should be decreased in reverse order of implementation. Permanent measures directed toward long-term monitoring and conservation should be implemented or continued so that the community will be in a better position to prevent shortages and respond to recurring water shortage conditions.

V. Enforcement

The provisions of the water shortage response plan will be enforced by Town of Holden Beach Public Works Department and police personnel. Citations will be assessed according to the Brunswick County Water Shortage Plan and fee schedule. The Town will adjust its rates to align with any County changes as outlined in our water services contract.

- See the County's plan attached.

VI. Public Comment

Customers will have the ability to comment on the plan at any Board of Commissioner's meeting during the appropriate comment time.

VII. Variance Protocols

Applications for water use variance requests are available from the Town Public Works Office. All applications must be submitted to the Public Works Office for review by the Public Works Director or his or her designee. A decision to approve or deny individual variance requests will be determined within two weeks of submittal after careful consideration of the following criteria: impact on water demand, expected duration, alternative source options, social and economic importance, purpose (i.e. necessary use of drinking water) and the prevention of structural damage.

VIII. Revision

The water shortage response plan will be reviewed and revised as needed to adapt to new circumstances affecting water supply and demand, following implementation of emergency restrictions and at a minimum of every five years in conjunction with the updating of our Local Water Supply Plan. Further, a water shortage response planning staff work group will review procedures following each emergency or rationing stage to recommend any necessary improvements to the plan to Holden Beach's Town Commissioners. The Town of Holden Beach Manager is responsible for initiating all subsequent revisions.

This the 21st day of July, 2026.

County Version

WATER SHORTAGE RESPONSE PLAN

1. PURPOSE

The purpose of the Water Shortage Response Plan is to provide guidance to Public Utilities staff, County Administration, and the customers of the Brunswick County Public Utilities during periods of drought and other events that result in a shortage of potable water. The Water Shortage Response Plan is intended to provide a framework of steps and activities to be implemented as conditions require.

2. RESPONSIBILITY FOR DECLARATION OF A WATER SHORTAGE

The Director of Public Utilities or his representative is authorized to declare that a water emergency exists. Depending on the severity of the emergency, Stage 1 Stage 2, Stage 3, or Stage 4 response actions as described in this plan shall be imposed by the Director of Public Utilities. In the absence of the Director of Public Utilities, the County Manager shall be authorized to declare that a water emergency exists and implement water response actions when a water use restriction trigger is present.

3. SHORTAGE RESPONSE ACTION LEVELS

STAGE 1 – VOLUNTARY WATER CONSERVATION ALERT

Triggers

- A Stage 1 Voluntary Water Conservation Alert may be declared in the event of an immediate water shortage, as declared by state and/or local officials, or when there are three (3) consecutive days when water demand exceeds eighty percent (80%) of the total water plant production capacity. Water production capacity shall be defined as the maximum volume of water that meets or exceeds state and federal standards that the water treatment plant process can produce during a twenty-four (24) hour period. Water production capacity can vary depending on system component reliability and/or raw water conditions or availability.
- When transmission capacity within all, or a significant portion of, the water distribution system is unable to supply water demand without significant reduction in system pressures.
- When sufficient water is unavailable for essential uses needed to provide for and protect the health, safety, and welfare of the public.
- When the Lower Cape Fear Water and Sewer Authority (LCFWSA) declares a Stage 0 Raw Water Emergency.

Response Actions

- 1) All water users shall minimize non-essential use of water.
- 2) Outdoor irrigation is prohibited, except for:
 - a. Watering lawns and landscaping with automatic irrigation systems (spray irrigation, drip irrigation, etcetera) less than one inch of water per week, between the hours of 8:00 PM and 4:00 AM in accordance with the following schedule:
 - (a) No irrigating on Mondays
 - (b) Properties with odd-numbered addresses (ending in 1, 3, 5, 7, 9) may irrigate on Tuesday, Thursday, and Saturday

- (c) Properties with even-numbered addresses (ending in 2, 4, 6, 8, 0) may irrigate on Wednesday, Friday, and Sunday
 - b. Maintaining newly installed landscapes, lawns, and erosion control projects that are under a written warranty and that were initiated prior to the issuance of an Extreme Drought advisory, not to exceed the minimum rate necessary on the day of installation and for 60 days following installation, by means designed and operated to maximize water use efficiency and to prevent run-off and excessive watering;
 - c. Using spray irrigation by wastewater effluent treatment systems according to permit conditions under the provisions of North Carolina Administrative Code 15A NCAC 02U .0100 and any successive rules and amendments;
 - d. Maintaining athletic fields with less than one inch of water per week between the hours of 8:00 PM and 4:00 AM;
 - e. Maintaining personal food gardens;
 - f. Maintaining existing landscape plantings at the minimum rate necessary, between the hours of 8:00 PM and 4:00 AM, using a hand-held container or hand-held hose;
 - g. Watering golf course tees, fairways, and greens by means of an automated irrigation system between the hours of 8:00 PM and 4:00 AM with less than one inch of water per week;
 - h. Syringing golf course tees and greens exhibiting visible signs of stress between the hours of 12:00 PM and 4:00 AM, at the minimum rate necessary; and
 - i. Maintaining plant inventories, by means designed and operated to maximize water use efficiency, at retail garden centers, garden centers within mass merchant stores, or other businesses with live plants as their stock in trade.
- 3) The use of water from fire hydrants is prohibited, except for:
- (a) Fighting fire and fire protection purposes;
 - (b) Testing or training if it is necessary to protect public safety and has been approved by Brunswick County Utilities; and
 - (c) Flushing of potable water lines to protect the public health.
- 4) The serving of water in eating and drinking establishments shall be done on customer request only.
- 5) Use shower for bathing rather than bathtub and limit shower to no more than five (5) minutes.
- 6) Do not leave faucets running while shaving, brushing teeth, rinsing or preparing food.
- 7) Inspect and repair all faulty and defective parts of faucets and toilets.
- 8) Install water saving showerheads and other water conservation devices.
- 9) Install water saving devices in toilets such as early closing flappers.

Water Use Reduction Goals

Under a Stage 1 Water Conservation Alert, the County will implement measures intended to reduce water below 80% of water plant production capacity. The County will also notify its wholesale water customers that they must follow the county Voluntary Water Conservation Alert Response Actions in their systems in accordance with the wholesale water agreement. The targeted customer groups shall be customers with irrigation meters, wholesale water customers, and multi-family projects with common area irrigation.

Non-compliance Fees

1st Offense Notification

2nd Offense Warning

3rd Offense Warning

All subsequent Water emergency offenses during a stage 1 water shortage - Warning

All notifications and warnings assessed in a Stage 1 water shortage shall count as a first offense when assessing non-compliance fees for subsequent stages.

STAGE 2 – MANDATORY WATER CONSERVATION ALERT

Triggers

- A Stage 2 Mandatory Water Conservation Alert may be declared in the event of an immediate water shortage, as declared by state and/or local officials, or when there are three (3) consecutive days when water demand exceeds ninety percent (90%) of the total water plant production capacity. Water production capacity shall be defined as the maximum volume of water that meets or exceeds state and federal standards that the water treatment plant process can produce during a twenty-four (24) hour period. Water production capacity can vary depending on system component reliability and/or raw water conditions or availability.
- When transmission capacity within all, or a significant portion of, the water distribution system is unable to supply water demand without significant reduction in system pressures.
- When sufficient water is unavailable for essential uses needed to provide for and protect the health, safety, and welfare of the public.
- When the North Carolina Drought Management Advisory Council (NCDMAC) designates Brunswick County as suffering from Extreme Drought (D3).
- When the Lower Cape Fear Water and Sewer Authority (LCFWSA) declares a Stage 2 Raw Water Emergency.

Response Actions

- 1) All water users shall minimize non-essential use of water.
- 2) Outdoor irrigation is prohibited, except for:
 - a. Watering lawns and landscaping with automatic irrigation systems (spray irrigation, drip irrigation, etcetera) less than one inch of water per week, between the hours of 8:00 PM and 4:00 AM in accordance with the following schedule:
 - i. No irrigating on Mondays
 - ii. Properties with odd-numbered addresses (ending in 1, 3, 5, 7, 9) may irrigate on Tuesday, Thursday, and Saturday
 - iii. Properties with even-numbered addresses (ending in 2, 4, 6, 8, 0) may irrigate on Wednesday, Friday, and Sunday
 - b. Maintaining newly installed landscapes, lawns, and erosion control projects that are under a written warranty and that were initiated prior to the issuance of an Extreme Drought advisory, not to exceed the minimum rate necessary on the day of installation and for 60 days following installation, by means designed and operated to maximize water use efficiency and to prevent run-off and excessive watering. Documentation verifying the installation date inclusive of digitally date stamped photos, receipts, etcetera must be provided to Brunswick County upon request;

- c. Using spray irrigation by wastewater effluent treatment systems according to permit conditions under the provisions of North Carolina Administrative Code 15A NCAC 02U .0100 and any successive rules and amendments;
 - d. Maintaining athletic fields with less than one inch of water per week between the hours of 8:00 PM and 4:00 AM;
 - e. Maintaining personal food gardens less than $\frac{1}{4}$ acre;
 - f. Maintaining existing landscape plantings at the minimum rate necessary, between the hours of 8:00 PM and 4:00 AM, using a hand-held container or hand-held hose;
 - g. Watering golf course tees, fairways, and greens by means of an automated irrigation system between the hours of 8:00 PM and 4:00 AM with less than one inch of water per week;
 - h. Syringing golf course tees and greens exhibiting visible signs of stress between the hours of 12:00 PM and 4:00 AM, at the minimum rate necessary; and
 - i. Maintaining plant inventories, by means designed and operated to maximize water use efficiency, at retail garden centers, garden centers within mass merchant stores, or other businesses with live plants as their stock in trade.
- 3) The use of water for washing or cleaning of mobile equipment including automobiles, trucks, boats, and fleet vehicles is prohibited, except for:
- a. Operating commercial car washes that utilize the industry's best management practices for the efficient use of water and those that recycle, reclaim, or reuse a portion of their wash water in their daily operations and have reduced total water consumption by 10% below the amount used in the month prior to a NCDMAC Extreme Drought designation in the affected area;
 - b. Washing with a hand-held hose with an automatic shutoff device using less than five gallons per vehicle;
 - c. Cleaning new and used vehicles using less than five gallons per vehicle to prepare for display in a dealer's show room, upon receipt from the manufacturer or prior owner, and following a sale prior to delivery to the purchaser; and
 - d. Cleaning of construction, emergency, transport, or public transportation vehicles if necessary to preserve the functioning and operation of the vehicle.
- 4) The use of water for washing impervious and paved surfaces is prohibited, except for:
- a. Prewashing in preparation for painting, recoating, or sealing; and
 - b. Applying at the minimum rate necessary for sanitation and public health purposes.
- 5) The use of water for ornamental fountains, artificial waterfalls, misting machines, reflecting pools, and ornamental ponds is prohibited, except for the minimum amount of make-up water necessary to maintain aquatic life.
- 6) The use of water for power washing of buildings and other structures is prohibited except by licensed commercial businesses and when necessary to meet federal, state, and local public health and safety requirements.
- 7) The use of water for flushing sewer lines is prohibited except when necessary to meet public health and safety standards.
- 8) The use of water from fire hydrants is prohibited, except for:
- i. Fighting fire and fire protection purposes;
 - ii. Testing or training if it is necessary to protect public safety and has been approved by Brunswick County Utilities; and
 - iii. Flushing of potable water lines to protect the public health.
- 9) The filling of family, public, or private swimming pools, including wading pools, hot tubs, spas, and whirlpool tubs, is prohibited, except:

- a. For health and rehabilitative purposes as prescribed by a medical doctor or administered by a medical facility (documentation to be provided upon request); and
 - b. For the minimal amount of make-up water necessary to maintain a pool's structural integrity and filtration system (documentation to be provided upon request).
- 10) The serving of water in eating and drinking establishments shall be done on customer request only.
 - 11) Water shall be applied at the minimum rate necessary to maintain effective dust and erosion control during the construction of roads and highways initiated prior to the declaration of an Extreme Drought by the NCMDAC.
 - 12) Use shower for bathing rather than bathtub and limit shower to no more than five (5) minutes.
 - 13) Do not leave faucets running while shaving, brushing teeth, rinsing or preparing food.
 - 14) Use disposable and biodegradable dishes where possible.
 - 15) Limit the use of clothes washers and dishwashers and, when used, operate fully loaded. Operate dishwashers outside of peak demand hours from 8:00 p.m. to 4:00 a.m.
 - 16) Inspect and repair all faulty and defective parts of faucets and toilets.
 - 17) Install water saving showerheads and other water conservation devices.
 - 18) Install water saving devices in toilets such as early closing flappers.
 - 19) Do not use water-cooled air conditioners from 4:00 am until 10:00am.

Water Use Reduction Goals

Under a Stage 2 Mandatory Water Conservation Alert, the County will implement measures intended to reduce water usage by ten percent (10%) from baseline conditions. The County will also notify its wholesale water customers that they must reduce water usage in their systems by ten percent (10%) in accordance with the wholesale water agreement. The targeted customer groups shall be customers with irrigation meters, wholesale water customers, and multi-family projects with common area irrigation. If the trigger is due to an NCDMAC Extreme Drought designation, water users shall reduce water use by at least 10% below the amount used in the month prior to in the affected area, while taking into account typical increases and decreases that may occur from month to month due to normal seasonal peak changes.

Non-compliance Fees

- | | |
|-------------------------|-------------------------------|
| 1 st Offense | \$50 |
| 2 nd Offense | \$200 |
| 3 rd Offense | \$300 and water disconnection |

All subsequent Water emergency offenses during a stage 2 or higher water shortage Director's discretion up to \$5000 and water disconnection

STAGE 3 – WATER SHORTAGE WARNING – MANDATORY RESTRICTIONS

Triggers

- A Stage 3 Water Shortage Warning with Mandatory Restrictions may be declared in the event of an immediate water shortage, as declared by state and/or local officials, or when there are five (5) consecutive days when water demand exceeds ninety percent (90%) of the total water plant production capacity. Water production capacity shall be defined as the maximum volume of water that meets

or exceeds state and federal standards that the water treatment plant process can produce during a twenty-four (24) hour period. Water production capacity can vary depending on system component reliability and/or raw water conditions or availability.

- When transmission capacity within all, or a significant portion of, the water distribution system is unable to supply water demand without significant reduction in system pressures.
- When sufficient water is unavailable for essential uses needed to provide for and protect the health, safety, and welfare of the public.
- When the North Carolina Drought Management Advisory Council (NCDMAC) designates Brunswick County as suffering from Exceptional Drought (D4).
- When the Lower Cape Fear Water and Sewer Authority (LCFWSA) declares a Stage 3 Raw Water Emergency.

Response Actions

- 1) All water users shall minimize non-essential use of water.
- 2) Outdoor irrigation is prohibited, except for:
 - a. Using spray irrigation by wastewater effluent treatment systems according to permit conditions under the provisions of North Carolina Administrative Code 15A NCAC 02U .0100 and any successive rules and amendments;
 - b. Watering personal food gardens less than ¼ acre between the hours of 8:00 PM and 4:00 AM, using a hand-held container, hand-held hose, a hose with an automatic shutoff device, or drip irrigation with an automatic shutoff device;
 - c. Maintaining existing landscape plantings at the minimum rate necessary, between the hours of 8:00 PM and 4:00 AM, using a hand-held container or hand-held hose;
 - d. Watering golf course tees, fairways, and greens by means of an automated irrigation system between the hours of 8:00 PM and 4:00 AM with less than one half (1/2) inch of water per week;
 - e. Syringing golf course tees and greens exhibiting visible signs of stress between the hours of 1:00 PM and 4:00 AM, at the minimum rate necessary;
 - f. Maintaining newly installed landscapes, lawns, and erosion control projects that are under a written warranty and that were initiated prior to the issuance of an Extreme Drought advisory, not to exceed the minimum rate necessary on the day of installation and for 28 days following installation, by means designed and operated to maximize water use efficiency and to prevent run-off and excessive watering. Documentation verifying the installation date inclusive of digitally date stamped photos, receipts, etcetera must be provided to Brunswick County upon request; and
 - g. Maintaining plant inventories, by means designed and operated to maximize water use efficiency, at retail garden centers, garden centers within mass merchant stores, or other businesses with live plants as their stock in trade.
- 3) The use of water for washing or cleaning of mobile equipment including automobiles, trucks, boats, and fleet vehicles is prohibited, except for:
 - a. Operating commercial car washes that utilize the industry's best management practices for the efficient use of water and those that recycle, reclaim, or reuse a portion of their wash water in their daily operations and have reduced total water consumption by 20% below the amount used in the month prior to a NCDMAC Extreme Drought designation in the affected area;

- b. Cleaning new and used vehicles using less than five gallons per vehicle to prepare for display in a dealer's show room; and
 - c. Cleaning of construction, emergency, transport, or public transportation vehicles if necessary to preserve the functioning and operation of the vehicle as required by law.
- 4) The use of water for washing impervious and paved surfaces is prohibited, except for using the minimum rate necessary for sanitation and public health purposes.
- 5) The use of water for ornamental fountains, artificial waterfalls, misting machines, reflecting pools, and ornamental ponds is prohibited, except for the minimum amount of make-up water necessary to maintain aquatic life.
- 6) The use of water for power washing of buildings and other structures is prohibited.
- 7) The use of water for flushing sewer lines is prohibited except when necessary to meet public health and safety standards.
- 8) The use of water from fire hydrants is prohibited, except for:
 - i. Fighting fire and fire protection purposes; and
 - ii. Flushing of potable water lines to protect the public health.
- 9) The filling of family, public, or private swimming pools, including wading pools, hot tubs, spas, and whirlpool tubs, is prohibited, except for health and rehabilitative purposes as prescribed by a medical doctor or administered by a medical facility (documentation to be provided upon request);
- 10) The serving of water in eating and drinking establishments shall be done on customer request only.
- 11) Water shall be applied at the minimum rate necessary to maintain effective dust and erosion control during the construction of roads and highways initiated prior to the declaration of an Extreme Drought by the NCMDAC.
- 12) Use shower for bathing rather than bathtub and limit shower to no more than five (5) minutes.
- 13) Do not leave faucets running while shaving, brushing teeth, rinsing or preparing food.
- 14) Use disposable and biodegradable dishes where possible.
- 15) Limit the use of clothes washers and dishwashers and, when used, operate fully loaded.
 - Operate dishwashers outside of peak demand hours from 8:00 p.m. to 4:00 a.m.
- 16) Inspect and repair all faulty and defective parts of faucets and toilets.
- 17) Install water saving showerheads and other water conservation devices.
- 18) Install water saving devices in toilets such as early closing flappers.
- 19) Do not use water-cooled air conditioners from 4:00 am until 10:00am.

Water Use Reduction Goals

Under a Stage 3 Water Shortage Warning with Mandatory Restrictions, the County will implement measures intended to reduce water usage by twenty percent (20%) from baseline conditions. The County will also notify its wholesale water customers that they must reduce water usage in their systems by twenty percent (20%) in accordance with the wholesale water agreement. If the trigger is due to an NCDMAC Extreme Drought designation, water users shall reduce water use by at least 20% below the amount used in the month prior to in the affected area, while taking into account typical increases and decreases that may occur from month to month due to normal seasonal peak changes.

Non-compliance Fees

1st Offense \$100

2nd Offense \$400

3rd Offense \$600 and water disconnection

All subsequent Water emergency offenses during a stage 2 or higher water shortage
Director's discretion up to \$5000 and water disconnection

STAGE 4 – WATER SHORTAGE DANGER – MANDATORY RESTRICTIONS

Triggers

- A Stage 4 Water Shortage Danger with Mandatory Restrictions may be declared in the event of an immediate water shortage, as declared by state and/or local officials, or when there is one day when water demand exceeds one hundred percent (100%) of the total water plant production capacity. Water production capacity shall be defined as the maximum volume of water that meets or exceeds state and federal standards that the water treatment plant process can produce during a twenty-four (24) hour period. Water production capacity can vary depending on system component reliability and/or raw water conditions or availability.
- When transmission capacity within all, or a significant portion of, the water distribution system is unable to supply water demand without significant reduction in system pressures.
- When sufficient water is unavailable for essential uses needed to provide for and protect the health, safety, and welfare of the public.
- When the Lower Cape Fear Water and Sewer Authority (LCFWSA) declares a Stage 4 Raw Water Emergency.

Response Actions

- 1) All water users shall minimize non-essential use of water.
- 2) Outdoor irrigation uses from the public water supply are prohibited, including but not limited to:
 - a. Watering by automatic spray irrigation and non-automatic spray irrigation systems;
 - b. Watering by hose end sprinklers and drip irrigation systems;
 - c. Watering by hand-held hoses and containers;
 - d. Watering personal food gardens;
 - e. Watering existing and new landscape plantings and lawns;
 - f. Watering any and all portions of golf courses (tees, fairways, greens, etcetera);
 - g. Watering erosion control projects;
 - h. Watering commercial, industrial, and institutional projects,Except for the maintaining of plant inventories, by drip irrigation techniques designed and operated to maximize water use efficiency, at retail garden centers, garden centers within mass merchant stores, or other businesses with live plants as their stock in trade is expressly allowed.
- 3) Using spray irrigation by wastewater effluent treatment systems according to permit conditions under the provisions of North Carolina Administrative Code 15A NCAC 02U .0100 and any successive rules and amendments is permitted.;

- 4) The use of water for washing or cleaning of mobile equipment including automobiles, trucks, boats, and fleet vehicles is prohibited;
- 5) The use of water for washing impervious and paved surfaces is prohibited;
- 6) The use of water for ornamental fountains, artificial waterfalls, misting machines, reflecting pools, and ornamental ponds is prohibited;
- 7) The use of water for power washing of buildings and other structures is prohibited;
- 8) The use of water for flushing sewer lines is prohibited except when necessary to meet public health and safety standards.
- 9) The use of water from fire hydrants is prohibited, except for:
 - i. Fighting fire and fire protection purposes; and
 - ii. Flushing of potable water lines to protect the public health, but only as approved by the Director of Public Utilities or his designee;
- 10) The filling and topping off of family, public, or private swimming pools, including wading pools, hot tubs, spas, and whirlpool tubs, is prohibited;
- 11) The serving of water in eating and drinking establishments shall be done on customer request only;
- 12) Using water to control or compact dust is prohibited;
- 13) Industrial customers shall reduce water usage by no less than 20%;
- 14) Use shower for bathing rather than bathtub and limit shower to no more than five (5) minutes.
- 15) Do not leave faucets running while shaving, brushing teeth, rinsing or preparing food.
- 16) Use disposable and biodegradable dishes where possible.
- 17) Limit the use of clothes washers and dishwashers and, when used, operate fully loaded. Operate dishwashers outside of peak demand hours from 8:00 p.m. to 4:00 a.m.
- 18) Inspect and repair all faulty and defective parts of faucets and toilets.
- 19) Install water saving showerheads and other water conservation devices.
- 20) Install water saving devices in toilets such as early closing flappers.
- 21) Operating water-cooled air conditioners is prohibited except when health and safety are adversely affected.

Water Use Reduction Goals

Under a Stage 4 Water Shortage Danger with Mandatory Restrictions, the County will implement measures intended to reduce water usage by twenty percent (20%). The County will also notify its wholesale water customers that they must reduce water usage in their systems by twenty percent (20%) in accordance with the wholesale water agreement.

Non-compliance Fees

1 st Offense	\$200
2 nd Offense	\$500
3 rd Offense	\$1000 and water disconnection

All subsequent Water emergency offenses during a stage 2 or higher water shortage
Director's discretion up to \$5000 and water disconnection

4. NOTIFICATION PROCEDURES

Upon declaration of each stage of water shortage emergency, the following methods may be used to inform the County staff, wholesale customers, County retail customers, and industrial customers.

PUBLIC NOTICE

The Public Utilities Department staff will draft a Public Notice announcing the Water Shortage Stage and the response actions that water customers must take to comply with the Water Shortage Response Plan. The Public Notice will be provided by the County's Communications Officer to all relevant media outlets that serve the Brunswick County area and shall be promoted on social media pages. Text notification services (ReadyBrunswick) may also be used for customer notification. Depending on the length of the water shortage and stage, paid public outreach through advertisements may be used for notification of the public. The Public Notice will include phone numbers that customers may call with questions.

WHOLESALE CUSTOMER NOTIFICATION

A copy of the Public Notice will be e-mailed to the Director of Public Utilities of all of the County's wholesale customers. The Deputy Director of Water Operations or his authorized representative shall call each wholesale customer to confirm the receipt of the Public Notice and to respond to any questions about the notice.

TRAINING COUNTY STAFF

A copy of the Public Notice will be provided to the Utility Billing Division staff members, Northwest Water Treatment Plant staff, 211 Water Treatment Plant staff, King's Bluff Pump Station staff, dispatchers, Construction Division staff, and Water Distribution Division staff. Depending on the stage, a list of Frequently Asked Questions with the recommended responses, will be provided to the staff likely to receive calls from the public.

DIRECT MAILING TO CUSTOMERS

Depending on the stage and severity of the event, the County may elect to send a direct mailing to all County water customers. In the event of an immediate need to reduce water consumption, a notice may be sent to all water customers. If the need for water conservation is anticipated, an insert to the water bill may be the method of communication.

5. COMPLIANCE WITH THE PROVISIONS OF THE PLAN

The water plant staff will monitor overall raw water usage, potable water production, clearwell levels, and potable water volume pumped into the system from each water treatment plant to determine the overall demand. By comparing the flow records prior to issuance of the declaration while factoring typical changes based on normal peaking factors, the staff can determine the level of compliance in the overall system. Moreover, metering staff will monitor individual customer usage based on Advanced Meter System Infrastructure data. The metering staff will attempt to educate those property owners who are not in compliance with the declaration. Based on the many varying factors and efficacy of response actions during a water shortage emergency, the Director of Public Utilities may direct enforcement or non-enforcement of any specific response action within the WSRP and may add additional response actions to any stage of a water shortage emergency when necessary for the protection of the public health and safety. The Field Services Manager will be responsible for notification and assessment of fees. Fees may

be placed on the customers' bill and non-payment may result in disconnection of service. All notifications and warnings assessed in a Stage 1 water shortage shall count as a first offense when assessing non-compliance fees for subsequent stages. Except for stage 1 offenses, the number of the offense is independent of the stage in which it was received, and they are cumulative when occurring within the same overall water shortage emergency. Offense accumulation does not start over until the overall water shortage emergency is rescinded. For example, a customer receiving a notification during stage 1 would be assessed a "second offense" charge if a subsequent offense occurred during stage 2. A cumulative third offense during stage 4 would be assessed as a "third offense".

6. WATER SHORTAGE EMERGENCY TERMINATION

The Director of Public Utilities will determine when to terminate a water system emergency and public notice of the termination shall be provided by the County's Communications Officer.

7. PLAN AMENDMENT REVIEW AND ADOPTION

The Water Shortage Response and any amendments to the Water Shortage Response Plan will be provided to the County Public Utilities staff for review and comment. After those comments have been addressed, copies of the proposed plan and/or amendments will be provided to the County Manager, Communications Officer, and Finance Director for review.

The Water Shortage Response Plan and any subsequent amendments will be submitted to the Board of Commissioners for review. A copy of the plan will be provided to the NC DENR staff.

The Deputy Director of Water Operations shall be responsible for review of the Water Shortage Response Plan after the declaration of any stage of the plan to determine its effectiveness in meeting the conservation goal. The Water Shortage Response Plan will also be reviewed after any significant improvement or change in the water treatment systems and/or water distribution system such as water treatment plant expansion, change in water source, emergency interconnection agreement, or significant water distribution system expansion. At a minimum, the Water Shortage Response Plan will be reviewed once every five years.

8. VARIANCES

All appeals for a variance must be submitted to the Director of Public Utilities in writing. The Director of Public Utilities will review the request, and the following criteria will be used to determine if a variance can be granted:

- A. Impact on the overall water conservation goals
- B. Potential property damage
- C. Potential alternative sources of water supply
- D. Volume of water to be consumed
- E. Duration of usage
- F. Number of similarly situated property owners

The Director of Public Utilities shall provide a written determination on the request for a variance within six(6) working days of the receipt of the variance. If the request for a variance is denied, the property owner has the right to appeal the determination to the Board of Commissioners. The Board of Commissioners may hear the appeal at the next regularly scheduled meeting provided the appeal request is received at least seven (7) days in advance of the next meeting.

9. EVALUATION

During the declaration of the Water Shortage Event, the County staff will monitor the water usage. A spreadsheet will be developed to track water produced at the plants and customer usage. The pre-declaration usage will be compared to the post-declaration usage to determine an overall percentage reduction in demand. If the desired reduction in demand has not occurred, changes in the plan or enforcement of the plan may be recommended.

After the water shortage event has concluded, a post-event evaluation will be held within 30 days after cancellation of the water use restrictions. Changes in the Water Shortage Response Plan may be recommended to the Board of Commissioners based upon the problems and issues that were discovered during the event.