Town of Holden Beach
Board of Commissioners
Regular Meeting

Tuesday, September 16, 2025
5:00 PM

Holden Beach Town Hall
Public Assembly

TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS' REGULAR MEETING
HOLDEN BEACH TOWN HALL – PUBLIC ASSEMBLY
TUESDAY, SEPTEMBER 16, 2025 - 5:00 P.M.

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1. Invocation

2. Call to Order/ Welcome

3. Pledge of Allegiance

4. Agenda Approval

5. Closed Session Pursuant to North Carolina General Statute 143-318.11(A)(3), Consult with the Attorney – Mayor Pro Tem Myers and Commissioner Thomas (Page 17)

6. Conflict-of-Interest Check

7. Approval of Minutes

    a. Minutes of the Special Meeting of July 8, 2025 (Pages 1 – 2)
    b. Minutes of the Special Meeting of August 16, 2025 (Pages 3 – 4)
    c. Minutes of the PH/Regular Meeting of August 19, 2025 (Pages 5 – 16)

8. Public Comments on Agenda Items

9. Discussion and Possible Action on Additional Areas of Concern – Michael Norton & Cameron Long, McGill Associates (Interim Town Manager Ferguson) (Page 18, Separate Packet)

10. Police Report – Chief Dixon (Pages 19 – 24)

11. Inspections Department Report – Inspections Director Evans (Pages 25 – 27)

12. Finance Department Report – Finance Director McRainey (Pages 28 – 33)

13. Interim Town Manager's Report – Interim Town Manager Ferguson (Pages 34 – 35)

14. Discussion and Possible Approval of Addition of a Public Works Department Report to the Monthly Regular Meeting Agenda – Interim Town Manager Ferguson (Page 36)

15. Discussion and Possible Action on the Stormwater Project Partnership Agreement with the Corps – Interim Town Manager Ferguson (Pages 37 – 51)

16. Discussion and Possible Action on AIWW Crossing/Bend Widener Project – Interim Town Manager Ferguson (Pages 52 – 56)

    a. Ordinance 25-14, An Ordinance Amending Ordinance 25-11, The Revenues and Appropriations Ordinance for Fiscal Year 2025 – 2026 (Amendment No. 3)

17. Discussion and Possible Acceptance of Revised Capital Improvement Plan – Interim Town Manager Ferguson (Pages 57 – 58)

18. Discussion and Possible Scheduling of a Date to Set a Public Hearing for Proposed Revisions to Town of Holden Beach Code of Ordinances Section 157.087, Building Numbers – Inspections Director Evans (Interim Town Manager Ferguson) (Pages 59 – 62)

19. Direction and Possible Action to Direct Staff to Develop a Request for Qualifications for Technical Services to Develop a Comprehensive Plan for Jordan Boulevard, Block Q, Bridge Area and Former Pavilion Properties – Commissioners Thomas and Paarfus(Pages 63 – 65)

20. Discussion and Possible Action to Issue a List of Frequently Asked Questions Regarding the Pier Bond Referendum – Mayor Pro Tem Myers and Commissioner Thomas (Pages 66 – 69)

21. Public Comments on General Items

22. Mayor's Comments

23. Board of Commissioners' Comments

24. 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 September 16, 2025.**

TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS
SPECIAL MEETING
TUESDAY, JULY 8, 2025 – 5:30 P.M.

The Board of Commissioners of the Town of Holden Beach, North Carolina met for a Special Meeting on Tuesday, July 8, 2025 at 5:30 p.m. in the Town Hall Public Assembly. Present were Mayor J. Alan Holden; Mayor Pro Tem Tom Myers; Commissioners Rick Smith, Tracey Thomas, Page Dyer and Rick Paarfus; Interim Town Manager Christy Ferguson; Town Clerk Heather Finnell; and Town Attorney Sydnee Moore.

Mayor Holden called the meeting to order.

PUBLIC COMMENT

Martie Arrowood spoke in favor of hiring Interim Town Manager Ferguson as town manager.

Rick McInturf provided feedback on the town manager search.

Regina Martin recommended appointing Interim Town Manager Ferguson as the town manager.

Mike Pearson spoke in favor of hiring Interim Town Manager Ferguson as town manager.

CLOSED SESSION PURSUANT TO NORTH CAROLINA GENERAL STATUTE 143-318.11(A)(6), TO CONSIDER THE QUALIFICATIONS OF PROSPECTIVE EMPLOYEES AND NORTH CAROLINA GENERAL STATUTE 143-318.11(A)(3), CONSULT WITH THE ATTORNEY

Motion by Commissioner Smith to go into Closed Session at 5:43 p.m.; second by Commissioner Paarfus; approved by unanimous vote.

Town Clerk Finnell read the reason for entering into Closed Session.

OPEN SESSION

The Board went back into Open Session at 7:04 p.m.

RECESS

Motion by Commissioner Paarfus at 7:05 p.m. to recess the meeting until Monday at 6:00 p.m.; second by Commissioner Thomas; approved by unanimous vote.

RECONVENE

Mayor Holden reconvened the meeting on Monday, July 14, 2025 at 6:00 p.m.

CLOSED SESSION PURSUANT TO NORTH CAROLINA GENERAL STATUTE 143-318.11(A)(6), TO CONSIDER THE QUALIFICATIONS OF PROSPECTIVE EMPLOYEES AND NORTH CAROLINA GENERAL STATUTE 143-318.11(A)(3), CONSULT WITH THE ATTORNEY

Commissioner Thomas made a motion to enter Closed Session pursuant to North Carolina General Statute 143-318.11(A)(6), to consider the qualifications of prospective employees and North Carolina General Statute 143-318.11(A)(3), consult with the attorney at 6:02 p.m.; second by Commissioner Paarfus; approved by unanimous vote.

OPEN SESSION

The Board went back into Open Session at 6:48 p.m.

ADJOURN

The meeting was adjourned at 6:48 p.m.

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J. Alan Holden, Mayor

ATTEST:

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Heather Finnell, Town Clerk

TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS
SPECIAL MEETING
SATURDAY, AUGUST 16, 2025 – 11:00 A.M.

The Board of Commissioners of the Town of Holden Beach, North Carolina met for a Special Meeting on Saturday, August 16, 2025 at 11:00 a.m. in the Town Hall Public Assembly. Present were Mayor J. Alan Holden; Mayor Pro Tem Tom Myers; Commissioners Rick Smith, Page Dyer and Rick Paarfus; Interim Town Manager Christy Ferguson; Town Clerk Heather Finnell; Inspections Director Tim Evans; Finance Director Daniel McRainey; and Police Chief Jeremy Dixon. Commissioner Tracey Thomas was unable to attend the meeting.

PUBLIC HEARING ON THE BOND ORDER AUTHORIZING THE ISSUANCE OF $7,300,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE TOWN OF HOLDEN BEACH, NORTH CAROLINA FOR THE DEMOLITION AND REMOVAL OF THE EXISTING PIER AND CONSTRUCTION OF A NEW PIER, INCLUDING ANY IMPROVEMENTS RELATED THERETO

The bond order entitled, **"BOND ORDER AUTHORIZING THE ISSUANCE OF $7,300,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE TOWN OF HOLDEN BEACH, NORTH CAROLINA"** was introduced at a meeting of the Board of Commissioners (the "*Board*") on July 15, 2025 and published on August 3, 2025.

Mayor Holden opened the public hearing and announced that the Board would hear anyone who wished to be heard on the questions of validity of the bond order and the advisability of issuing the General Obligation Public Improvement Bonds. Interim Town Manager Ferguson provided background. During the public hearing, several residents and stakeholders took the opportunity to express their views, with some speaking in favor of the proposed improvements and others voicing their concerns and objections regarding the project. The following people took the opportunity to voice their opinions: Bob Brown, Jane Bremer, Jim Bauer, Peter Freer, Roger Boettcher, Rick Roberts, Stephanie Ward, Terry Huffstetler, Tim Millwood, Ken Moore, Glenn Tatro, Becky Green, Glenn Brown, Will Carter, Regina Martin and George Pate.

Interim Town Manager Ferguson reminded everyone there is another public hearing scheduled for Tuesday.

ADJOURNMENT

Motion to adjourn by Commissioner Paarfus at 11:44 a.m.; second by Commissioner Smith; approved by unanimous vote.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk

TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS
PUBLIC HEARING/REGULAR MEETING
TUESDAY, AUGUST 19, 2025 – 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, August 19, 2025 at 5:00 p.m. in the Town Hall Public Assembly. Present were Mayor J. Alan Holden; Mayor Pro Tem Tom Myers; Commissioners Rick Smith, Tracey Thomas, Page Dyer and Rick Paarfus; Interim Town Manager Christy Ferguson; Town Clerk Heather Finnell; Inspections Director Tim Evans; Finance Director Daniel McRainey; Lieutenant Frank Dilworth; Public Works Director Chris Benton; Fire Chief Doug Todd and Town Attorney Sydnee Moore.

PUBLIC HEARING ON THE BOND ORDER AUTHORIZING THE ISSUANCE OF $7,300,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE TOWN OF HOLDEN BEACH, NORTH CAROLINA FOR THE DEMOLITION AND REMOVAL OF THE EXISTING PIER AND CONSTRUCTION OF A NEW PIER, INCLUDING ANY IMPROVEMENTS RELATED THERETO

The bond order entitled, **"BOND ORDER AUTHORIZING THE ISSUANCE OF $7,300,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE TOWN OF HOLDEN BEACH, NORTH CAROLINA"** was introduced at a meeting of the Board of Commissioners (the "*Board*") on July 15, 2025 and published on August 3, 2025, with notice that the Board would hold a public hearing thereon on August 19, 2025 at or about 5:00 p.m. There had been filed in the Town Clerk's office and posted on the Town's website a statement of disclosures related to the proposed bonds complying with provisions of the Local Government Bond Act.

Mayor Holden opened the public hearing and announced that the Board would hear anyone who wished to be heard on the questions of validity of the bond order and the advisability of issuing the General Obligation Public Improvement Bonds. Interim Town Manager Ferguson provided background. During the public hearing, several residents and stakeholders took the opportunity to express their views, with some speaking in favor of the proposed improvements and others voicing their concerns and objections regarding the project. The following people took the opportunity to voice their opinions: Jim Bauer, Will Carter, Steve Jenkins, Herman Denning, Robert Brown, Tracey Harris Rice, Keith Smith, Sylvia Pate, Tracey Gilleland, Martie Arrowood, Robert Baresi, Chad Hock, Maria Surprise and Regina Martin.

Motion to close the hearing by Commissioner Paarfus at 5:44 p.m.; second by Commissioner Smith; approved by unanimous vote.

The Board took a five-minute recess.

REGULAR MEETING

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

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

Motion by Commissioner Smith to approve the agenda as written; second by Commissioner Paarfus; approved by unanimous vote.

CONFLICT-OF-INTEREST CHECK

No conflicts were disclosed.

APPROVAL OF MINUTES

Motion by Commissioner Paarfus to approve as written (minutes of July 15, 2025 Special Meeting, July 15, 2025 Regular Meeting); second by Commissioner Thomas; approved by unanimous vote.

PUBLIC COMMENTS ON AGENDA ITEMS

Will Carter talked about the HBPOA letter from September 2021 and the need for a concrete pier instead of the proposed wooden pier.

CONSIDERATION AND POSSIBLE ACTION ON REQUIRED ITEMS RELATED TO THE PROPOSED GO BOND REFERENDUM

Interim Town Manager Ferguson said the Board held the required public hearing. There are documents the Board needs to approve if they want to move forward with the next steps.

Motion by Commissioner Thomas to adopt the bond order and to adopt Resolution 25-07 and direct the town clerk to publish the Notice of Adoption.

Commissioner Thomas amended her motion to adopt the bond order without change or amendment and direct the town clerk to publish notice of adoption of the bond order, entitled "Bond Order Authorizing the Issuance of $7,300,000 General Obligation Improvement Bonds of the Town of Holden Beach, North Carolina" and to approve

Resolution 25-07, Setting a Special Bond Referendum and Directing the Publication of Notice of a Special Bond Referendum and Notification of the Board of Elections; second by Mayor Pro Tem Myers.

Commisioner Paarfus said with the bond referendum, the Town is asking for permission to issue bonds. We will not actually be issuing bonds yet. The worst case is $7.3 million in bonds. He believes the voters should decide if this tool should be available should the pier move forward. In order for this to happen, the Board of Elections needs information by September 5th. We have been on an aggressive schedule to meet the referendum deadline. He understands it is not great if you own property here, but if you don't live here, you don't vote here. He said this is not an ideal situation, but it is significantly better than when the pier was purchased and the PARTF grant was done. Commissioner Paarfus said if the referendum is approved, it still needs to be approved by the Local Government Commission (LGC) in February. Due to the aggressive schedule, we didn't have time to complete enough engineering to get an actual opinion of probable cost. What we got was the worst-case number of $7.3 million. He hopes the Board will continue the engineering work to get a 60% design and an actual opinion of probable cost, versus this worst-case number. Commissioner Paarfus said the Board needs to do something because the Town is constrained by the PARTF grant. He thinks the attorney will explain the conditions of that contract in September. He said once we have the 60% plan and probable cost, we can talk to state, federal and county resources to start trying for other financing. While that is going on, it will leave time for the Board, staff and financial advisor to evaluate other Town resources that could be obligated to reduce the bond amount and to develop funding strategies. He anticipates the Town will conduct a survey of all property owners after all this goes forward. He compared the process to a home equity loan. Commissioner Paarfus went over cost drivers for the not to exceed number. He believes the tool should be available and the Town should survey the taxpayers once it has some reasonable numbers.

Commissioner Thomas supports the referendum because it lets the voters decide whether or not they want to pay for the pier, unlike when we bought the pier property where the five commissioners decided against what the voters/homeowners wanted. She thinks it is important so the voters can decide if the Town spends the money. She said there have been questions on if the Board can still go forward with the pier if the referendum doesn't pass. The answer is yes, but she would never vote to go forward with the pier and spend the money that the voters just said they didn't want to spend. She said the Town would never get a loan because the LGC wouldn't support it, but savings could be used. The pier is an amenity. Commissioner Thomas said there are other things that savings need to be spent on which are sand replenishment, a new fire house, stormwater mitigation and sewer station maintenance. She said occupancy taxes have not gone down since the pier was closed in 2022. She said we have asked our lobbyist to see if they could find grants for the pier and made it a priority for the last two years. Both times they said there are no funds available for a new pier.

Mayor Pro Tem Myers said he is convinced the Town will need to borrow money to finance the pier for this amount on the table. That is going to require LGC approval of the loan to borrow money. Given our prior experience with the LGC for the purchase of the property, it was tough. The only way he thinks the Town will have a viable chance of getting LGC approval to have general obligation bonds where we pledge the ability to tax taxpayers as collateral, requires a voter referendum. Mayor Pro Tem Myers said in his mind, if the Town does not go forward with the referendum, the Town will not be able to borrow money. The LGC will not approve it. We would basically be voting tonight not to have the pier. In his mind, the Town needs to put it to the voters, have the referendum and the Town will be in a position to go the LGC. He is voting to continue on the path and see where it takes the Town.

Commissioner Dyer stated this is a tool. The bond referendum gives the Board seven years to make decisions on if they want to use the bonds or not. The amount is a worst-case scenario. She doesn't think the taxpayers should have to pay for the full amount of the pier but doesn't think it is not doable to go other routes. Donations have been offered to the Town. She has tried three times to put a public private partnership (PPP) on the agenda, but it was removed. We have debt services that are coming off. BPART has about $1.3 million getting ready to come off. She said she is not saying that infrastructure is not important, but if we are going to continue to take accommodations taxes, we do have an obligation to provide certain things that are recreational. If you look at the land acquisition, the parking and camping is paying most of the debt service down. She said that money is going towards that. She said a majority of the people who camp and park there are not property owners. That gives proof that people want to help pay for things happening over here. If you let the community do donations and if you let PPPs in, she doesn't see how we couldn't raise money to bring the tax burden down. If you vote for the referendum, at least this gives us the opportunity to see what we can raise and bring into the Town.

Commissioner Smith agreed the bond referendum is a good idea. It is still like taxation without representation. He referred to Commissioner Paarfus' idea of letting the Town put out a survey that would ask the questions unbiasedly. He said there are different ways to ask the question to get the answer you want. He said if you just ask the questions and put the facts out, all the property owners would have the chance to have their input. He doesn't think it will do any good if you have somebody that will skew it to the point where they are directing you to an answer. Commisioner Smith said the Town needs to hear from all the property owners, residents and everyone who loves this place, lives here and want to make it a better place.

Commissioner Paarfus stated the water and sewer stuff lives under an enterprise fund and he doesn't think the Town can put BPART funds into the water and sewer arena, that is a separate issue. There are also rules for what is done in the General Fund. Keep in mind that it is not just one basket of money. We have different colors of money just like the federal government. Finance Director McRainey agreed.

The motion passed unanimously.

DISCUSSION AND POSSIBLE ACTION DIRECTING ARCHITECT REGARDING CONCERT VENUE

Interim Town Manager Ferguson provided background and introduced Randy Baker from Pinnacle Architecture. Commissioner Paarfus would like the whole area of Block Q, Jordan Boulevard and the old pavilion site to be looked at comprehensively. In his mind, the goal is for the Board to start fleshing out guidelines for the professional engineer for the master plan. The engineer can then put something together. He provided an example of what can be established in that area. He thinks the Board needs to give the requirements and then the professional can see what he can come up with. Interim Town Manager Ferguson explained if the Board chooses to go back in the direction Commissioner Paarfus is suggesting, you are looking at a bigger footprint than just placing things on Block Q, which means you would have to send it back out for a Request for Qualifications. That falls outside the scope of work they have been contracted for. Commissioner Dyer said the Board voted a couple of meetings ago to proceed with the stage. She said we have it in the budget to do the stage. The concert series needs to be moved to Block Q. Commissioner Smith said he doesn't think the concert venue will cause any issues with any other development on the property. He talked about the importance of a concert venue. He asked for proposals of what the stage may look like.

Motion by Commissioner Smith to allow him to do some drawings on a stage for the concerts that in his opinion won't interfere with anything else we are going to put on that property.

Commissioner Smith amended his motion to ask Mr. Baker and his group to do some drawings on a concert venue that will not affect future development; second by Commissioner Dyer.

Interim Town Manager Ferguson said Mr. Baker's current scope of work is for a master plan. She asked that the motion be amended to request a proposal for the drawings.

Commissioner Smith agreed to add it. Town Clerk Finnell read the motion as to ask Mr. Baker and his group to do a proposal for the drawings for a concert venue that will not affect the other items on the site. Commissioners Smith and Dyer agreed with the language.

Mayor Pro Tem Myers stated the Board has been criticized for spending money, taking actions and not having a plan. He is conflicted because the Town needs a concert venue. It seems if one is put there it would be a good use of it, but we will have a dance floor, impervious service and will need a stormwater plan. He sees the need for a master plan to make sure this can be done without causing other things to fall off the table. He stated Block Q is our last big piece of commercial property and could be the centerpiece of the island. Commissioner Thomas said in April she brought a proposal for a comprehensive plan and was talked out of it because there was a little money left in the budget and we could move forward with just the bandstand. She does see the value of doing a comprehensive plan of the entire area under the bridge. She thinks the Town needs to take our time to do it right.

Commissioner Dyer said in April they all agreed to move forward with the stage. She said they tried to do boat parking two years ago and they voted against that. They tried to do the stormwater plan for the entire area that they already paid for and they voted against that. She asked if it is correct that the stage will be in an area of where the stormwater was done for the bathrooms. Mr. Baker replied that the stormwater plan that was done a couple of years ago wouldn't impede any future development on that site. They have a permit for it and you could reenact that permit. Commissioner Dyer would like to move forward with the stage. She is tired of nothing getting done for two years that makes the community happy. She asked how much money the Town is going to waste hiring firms. She talked about the process. Commissioner Paarfus said he didn't vote to move forward in April.

The motion failed. The vote was 2 - 3 with Commissioners Smith and Dyer voting for the motion and Mayor Pro Tem Myers and Commissioners Thomas and Paarfus voting against the motion.

DISCUSSION ON HDR'S SUMMARY REPORT FOR 30% SCOPE FOR THE PIER

Interim Town Manager Ferguson explained HDR has been working on the 30% scope of work for the pier. The Board saw the draft report at the July meeting. The final report is being presented for this meeting. Will Fuller said the report has been finalized. He did get the final comments about the drawings. They will integrate those if 60% comes to fruition. They are currently developing the scope. Mayor Pro Tem Myers said if the referendum passes, they will move forward full speed ahead. If it fails, they will stop and regroup to figure it out from there. He doesn't see the Board making a decision between now and the referendum. Commissioner Paarfus said he doesn't agree; the referendum is a tool. He said they need to get to an opinion of probable cost. He provided information what that would entail. He thinks the Board needs to accept the 30% report and evaluate the scope when it comes back next month. Interim Town Manager Ferguson said there was an additional action item on scope that was removed from the agenda. When the next proposal comes in, it would be up to two commissioners to add it to the next agenda if the Board wants to entertain it.

Motion by Commissioner Paarfus to accept the 30% deliverables from HDR; second by Commissioner Thomas; approved by a 4 – 1 vote with Mayor Pro Tem Myers and Commissioners Thomas, Dyer and Paarfus voting for the motion and Commissioner Smith voting in the negative.

POLICE REPORT – LIEUTENANT DILWORTH

- July is typically a busy month. Have two trainees which could account for some of the additional numbers.
- Traditional schools start next week. Buses will be back on road.
- Be mindful – suggested staying less than knee deep due to storm.

INSPECTIONS DEPARTMENT REPORT – INSPECTIONS DIRECTOR EVANS

- Explained the Town would need to wait until we have the 60% report for the pier until they can apply for permits.
- Went over numbers from report. Still busy.

FINANCE DEPARTMENT REPORT

- Everything is tracking good. A lot of entries were not put in at the time of report. Been very busy with the audit. Will update that next month.

INTERIM TOWN MANAGER'S REPORT – INTERIM TOWN MANAGER FERGUSON

- Greensboro Street Lift Station – The sixth application for payment with our funding agency has been submitted. Based on the timeline for construction, it is 82% complete. The projected work for the next 30 days is listed in the packet.
- Block Q Restrooms – the contractor needed to have the structural engineer out to reevaluate some of the work performed. There was a meeting with the contractor, Pinnacle and the structural engineer on August 7th. Went over past work period of performance. Introduced Caleb Chavez, the contractor, for a question-and-answer session with the Board and staff.

Mayor Pro Tem Myers suggested having a monthly report from the Public Works Department added to the agenda.

- Ocean Boulevard Stormwater – the Wilmington District is still getting us back a PPA.
- Pier Site – the Board received the 30% report tonight. Addressed how the future scope could come back once the Board receives the proposals.
- GO Bond Referendum – advertised as required on August 3rd. Had public hearings this past Saturday and tonight.
- NC Resilient Coastal Communities Program – the Town received a technical assistance award through the program. That money doesn't come directly to us. It goes to the firm selected to work with us, which is ESP Associates. Staff has a meeting scheduled with them on September 9th.
- Employee Updates – Chris Benton is our new Public Works director. Officer Camara is back. Went over department shoutouts.
- Dredging – was updated by the Corps at the Shallow Draft Inlet meeting at the end of July that the planned July/August dredge has now been moved to September/October. We were pushed because there was emergency dredging in other states. For the bend widener project, she received an email that they are estimating $1.5 million, which our share would be 25%. She anticipates the Board will be acting on a budget amendment in the September meeting to add funds to the Lockwood Folly Dredging line.

- Congressman Rouzer sponsored the Lockwood Folly inlet as an appropriations request. It passed the House Appropriations Committee at $900,000. Will continue to watch how the federal budget unfolds.
- FEMA on the House side passed HR4669, which is asking that FEMA become an independent Cabinet level agency. There is no current Senate companion bill.
- Went over objectives list.

Commissioner Thomas asked about the completion date of the lift station. Interim Town Manager Ferguson responded it is the end of October. Commissioner Thomas inquired what the Town is asking them to do with the $70,000 for the NC Resilient Coastal Communities Program. Interim Town Manager Ferguson responded they look at everything as far as resilience and what the Town needs. They work with the Town to coordinate what they will work on.

NEW FIRE STATION RESEARCH PRESENTATION AND POSSIBLE DIRECTION FROM THE BOARD

Inspections Director Evans provided background information and reviewed his slideshow. He provided 2022 Census information and detailed the number of structures and vacant lots on the island. He went over factors to consider for the need of a full-time station on the island. Factors include traffic during tourist season, average age of residents, length of the island and response time.

The needs assessment determined we need three bays, decontamination room, tool room, sleeping for seven people, one office, exercise room, day room, conference area and a fire pole or slide. Usable square feet is 8,757, total square footage is 9,657, total impervious is 7,200 square feet and the staging area is 2,520 square feet. Inspections Director Evans went over dimensions for the ground floor and what it would include. The ground floor would be 4,185 square feet. On the second floor, the total area would be 2,857. Total square footage would be 7,042. Additional work would allow for four bays. The staging area would be reduced. He said the site will accommodate the proposed building and he thinks numbers show the Town needs a full-time staffed fire station.

Inspections Director Evans thinks the Town is to the point that the Board needs to see if they want to put it in the Capital Improvement Plan (CIP).

Fire Chief Todd went over staffing and how the mainland fire station that is being constructed is being funded. Commissioner Thomas asked if some of the money from the fire fees would be used for the proposed station. Fire Chief Todd replied no. The property on the island belongs to the Town. They contract with the Town to provide services. Inspections Director Evans explained the Tri-Beach Fire Department would be manning it, but it would be the Town's station. Mayor Holden said the Brunswick County mayors met last week and the subject was fire fees. No decisions have been made by the county commissioners. There are 19 towns in the county, each fire department has a unique situation. Mayor Holden explained

he was involved in getting the current location for the Town. That location was dictated to the Town by Raleigh. Where the department can be located was discussed. Mayor Holden said it is getting ready to change and until we know what the county commissioner decides, it makes it difficult to know what to do. Options being deliberated by the county were discussed.

Inspections Director Evans went over how they determined the cost estimates. The total cost is $3,375,000, based off a Class 4 estimate. He detailed what Class 4 is. He provided information about the Regional Hazard Mitigation Plan and the CRS Program and explained the benefits of adding the fire station to the CIP.

Motion by Commisioner Paarfus that we do include it in the CIP; second by Commissioner Thomas.

How to proceed with adding it to the CIP was discussed. Adding it three years out and waiting until next year versus adding it now was discussed.

The motion passed by unanimous vote.

DISCUSSION AND POSSIBLE ACTION TO TASK THE AUDIT COMMITTEE WITH ADVISING THE BOARD REGARDING POTENTIAL IMPROVEMENTS TO THE COLLECTION OF OCCUPANCY TAX REVENUES

Mayor Pro Tem Myers stated this is carryover from last month. The attorney researched it and provided her opinion.

Motion to task the Audit Committee with advising this Board regarding potential improvements to the collection of occupancy revenue; second by Commissioner Thomas; approved by a 3 – 2 vote with Mayor Pro Tem Myers and Commissioners Thomas and Paarfus voting for the motion and Commissioners Smith and Dyer voting in the negative.

DISCUSSION AND POSSIBLE ACTION TO TASK THE AUDIT COMMITTEE WITH ADVISING THE BOARD REGARDING POTENTIAL IMPROVEMENTS TO THE MANAGEMENT OF THE BPART FUND BALANCE

Motion by Mayor Pro Tem Myers to task the Audit Committee with advising the Board regarding potential improvements to the management of the BPART Fund Balance; second by Commissioner Thomas; approved by a 3 – 2 vote with Mayor Pro Tem Myers and Commissioners Thomas and Paarfus voting for the motion and Commissioners Smith and Dyer voting in the negative.

DISCUSSION AND POSSIBLE APPROVAL OF ORDINANCE 25-13, AN ORDINANCE AMENDING ORDINANCE 25-11, THE REVENUES AND APPROPRIATIONS ORDINANCE FOR FISCAL YEAR 2025 – 2026 (AMENDMENT NO. 2)

Interim Town Manager Ferguson said the Corps had underruns in their budget for the AIWW Crossing Project in fiscal years 2020, 2022 and 2024. The proposed budget amendment addresses that. The county did provide funding to the Town that was passed to the Corps as part of these projects. We will need to send a little over $52,000 back to county. She thinks it is appropriate for the money to go back to the Beach and Inlet Capital Reserve Fund since the funding was originally taken from that fund.

Motion by Commissioner Thomas to approve Ordinance 25-13 (Ordinance Amending Ordinance 25-11, The Revenues and Appropriations Ordinance for Fiscal Year 2025 – 2026, Amendment No. 2); second by Mayor Pro Tem Myers; approved by unanimous vote.

PUBLIC COMMENTS ON GENERAL ITEMS

Chad Hock would like to see reports back from the meetings Mayor Holden attends. He thinks it was mentioned that the attorney will be spelling out the LGC requirements in September. That will have a lot of impact on what can be done. He said the Board didn't finish the site plan discussion for Block Q.

Will Carter congratulated Chris Benton. He suggested using the property at the corner of Greensboro and Ocean Boulevard for the fire station and provided information on why he thinks it is a good idea. He talked about HBPOA participation.

MAYOR'S COMMENTS

- It is the season to be on the lookout for storms and to plan accordingly. Encouraged people not signed up for the blast to sign up. A lot of times what comes across from the news media is not correct, especially in this AI world we are in.
- Thanks for being here.

BOARD OF COMMISSIONERS' COMMENTS

Mayor Pro Tem Myers

- Thanks for coming and for people listening online and for being involved. Thanks for providing your input during the public information session. Have a good evening.

Commissioner Smith

- Thanked our police staff. Noticed they have stopped quite a few more LSVs for violations. It is a blessing to see that because they will save someone's life.
- Sometimes is disappointed with some of the things that go on at Holden Beach.

Commissioner Thomas

- Thanked everyone for coming out. It was a good turnout for the public hearing. Based on the vote tonight there will be a referendum on the November ballot. Urged people to get out to vote and make your feelings known how you want to proceed with the $7.3 million bond issue.

Commissioner Dyer

- Thanked Interim Town Manager Ferguson for the shoutout to our employees.
- Advised Public Works Director Benton he has tough shoes to fill, but she thinks he has shown he can do it.
- In the four years she has been up here. she never felt she had to defend herself, but she was pointed out by fingers tonight. When she was a commissioner during the purchase of the pier property, she was accused of not listening to the property owners. The HBPOA had a meeting and contacted the LGC to have the Town removed from the agenda after a contract was placed on the pier. After the removal, several property owners from across from the pier property, which is 400 homes, contacted the LGC because they were scared that they were going to lose their access. We needed emergency access. The LGC put us back on the agenda. She took that as a response from people saying that is what they wanted. She is confused when people say she wasn't listening to the property owners. Thought the Town should have purchased the entire property. We are getting revenue from parking and camping. It would have been a beautiful place to put a fire station because there would have been rescue right out to the ocean. She doesn't know why it was a poor purchase; it has doubled in price. We would have liked to see a restaurant there. Tried on three occasions to have a PPP. Need to have some recreational activity there. Has been accused of wasting taxpayers' money. The interest for the pier property cost the Town $150,000 because we waited a month since when we were taken off the agenda and put back on when property owners requested it. Hopefully we can still use the stormwater plan for Block Q. It was about $26,000, but it was voted not to use it. We had to pay out the fired town manager's $160,000 salary for a year. We hired a firm to hire a town manager when we had an interim manager so that was tax dollars spent. The pier building demolition – tried to get a PPP but was told let's not rush the building but then had to tear it down with no plan to put it back. That is about $500,000. Apologized to the community, Interim Town Manager Ferguson and the Parks & Recreation Advisory Board about the importance of needing a stage. This isn't a private beach. The community across the bridge is part of this beach. We received tax money to put sand on the beach with the FEMA project. We received federal money and accommodations tax to pay for that. Community is supporting us paying for parking and coming to the campground. Need to take into consideration it is not just a small group of people, it is a community. It was in the budget and the Board agreed to move forward with just the stage and now we are backpedaling again.

Commissioner Paarfus

- Thanks for coming out and for participating in the public hearing.

CLOSED SESSION PURSUANT TO NORTH CAROLINA GENERAL STATUTE 143-318.11(A)(6), TO CONSIDER THE QUALIFICATIONS OF PROSPECTIVE EMPLOYEES AND NORTH CAROLINA GENERAL STATUTE 143-318.11(A)(3), CONSULT WITH THE ATTORNEY

Motion to go into Executive Session by Commissioner Paarfus at 7:55 p.m.; second by Commissioner Thomas; approved by unanimous vote.

Town Clerk Finnell read the reason for Closed Session.

OPEN SESSION

The Board went into Open Session at 8:10 p.m.

DISCUSSION AND POSSIBLE APPROVAL OF EMPLOYMENT AGREEMENT FOR TOWN MANAGER

Motion to accept the town manager contract by Commissioner Thomas; second by Mayor Pro Tem Myers; approved by unanimous vote.

ADJOURNMENT

Motion to adjourn by Commissioner Thomas at 8:11 p.m.; second by Mayor Pro Tem Myers; approved by unanimous vote.

_____

J. Alan Holden, Mayor

ATTEST:

_____

Heather Finnell, Town Clerk

Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 09/19/2025

FROM: Tom Myers & Tracey Thomas

DATE SUBMITTED: 09/05/2025

ISSUE/ACTION REQUESTED:
Closed session pursuant to NC general statute 143-318.11 (a)(3), consult with attorney

BACKGROUND/PURPOSE OF REQUEST:

FISCAL IMPACT:
BUDGET AMENDMENT REQUIRED: NO
CAPITAL PROJECT ORDINANCE REQUIRED: NO
PRE-AUDIT CERTIFICATION REQUIRED: NO
REVIEWED BY FINANCE DIRECTOR:

CONTRACTS/AGREEMENTS: (circle One)
REVIEWED BY TOWN ATTORNEY: YES/NO

ADVISORY BOARD RECOMMENDATION: N/A

FINANCE RECOMMENDATION: YES/NO

TOWN ATTORNEY RECOMMENDATION: YES/NO

TOWN MANAGER'S RECOMMENDATION: YES/NO

Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 9/16/25

FROM: Interim Manager Ferguson

DATE SUBMITTED: 9/2/25

ISSUE/ACTION REQUESTED: At the December BOC meeting, the board voted to hire McGill to investigate additional areas of concern for the stormwater masterplan, specifically the East end and the canal streets. The report of findings, including alternatives and associated costs, will be presented at the meeting.

BACKGROUND/PURPOSE OF REQUEST: The BOC expressed a desire to expand on the work in the original stormwater master plan. The additional areas of concern will be presented to the board for review and possible adoption as part of the overall plan.

FISCAL IMPACT: (select one)

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

CONTRACTS/AGREEMENTS: (select one)

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

ADVISORY BOARD RECOMMENDATION: N/A

FINANCE RECOMMENDATION: N/A

INTERIM TOWN MANAGER'S RECOMMENDATION: Receive report and consider adopting as an addendum to the original plan.

Holden Beach Police Department

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

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

Calls For Service (August '25) Printed on September 2, 2025

Descriptions		Totals
911 Hang Up (911HU)	6	6
911 Open Line (OL)	4	4
Abandoned Vehicle	2	2
Abdominal Pain or Problems [Alpha]	1	1
Administrative Call	1	1
Alarm (SIG45 Signal 45)	10	10
Allergies or Envenomations [Delta]	1	1
Animal Carcass in the Roadway (10-86 x86)	1	1
Animal Control Call	9	9
Assist Other Agency (EMS)	1	1
Assist Other Agency (Fire); Falls [Alpha]	1	1
Assist Other Agency (Law) (10-77 x77)	1	1
Attempt to Locate (ATL)	5	5
Breaking and Entering in Progress (10-62 x62)	1	1
Breathing Problems [Delta]	1	1
Call By Phone (10-21Law x21L)	20	20
Cardiac or Respiratory Arrest [Echo]	1	1
Careless & Reckless (C&R)	3	3
Coastal Watercraft Rescue [Delta]	1	1
Coastal Water Rescue [Delta]	1	1

Descriptions	Totals	
Coastal Water Rescue (Multiple) [Delta]	2	2
Commercial or Industrial Structure Fire [Echo]	1	1
Convulsions or Seizures [Alpha]	1	1
Convulsions or Seizures [Charlie]	1	1
Convulsions or Seizures [Delta]	1	1
Crime in Progress (10-64 x64)	2	2
Disabled Motorist (10-87 x87)	2	2
Disturbance or Disorderly Subject	3	3
Domestic Disturbance (10-82 x82)	2	2
Elevator Stuck or Problems [Alpha]	1	1
Falls (Access Issues) [Alpha, Need Fire]	1	1
Falls [Alpha]	2	2
Falls [Bravo]	1	1
Fight in Progress (10-40 x40)	1	1
Good Intent Call (Lift Assist)	2	2
Improperly Parked Vehicle (10-70 x70)	20	20
Intoxicated Person (10-56 x56)	1	1
Investigation (Law)	1	1
Keys In Vehicle or Lockout	1	1
Lift Assist (No Injury) [Alpha]	1	1
Lost or Found Property	10	10
Medical Alarm [Bravo]	1	1
Meet with Complainant (10-83 x83)	11	11

Descriptions		Totals
Missing or Abandoned Person	2	2
Noise Complaint	5	5
Open Door	7	7
Psychiatric or Abnormal Behavior (Violent) [Charlie]	1	1
Service Call [Alpha]	2	2
Sick Person [Alpha]	1	1
Sick Person [Charlie]	1	1
Single Residential Fire Alarm [Bravo]	3	3
Special Check - Business - Residence (10-79 x79)	426	426
Special Check - Business - Residence (10-79 x79); Call By Phone (10-21Law x21L)	1	1
Special Operations Assignment (Signal 55 SIG55)	3	3
Stopping Vehicle (10-61 x61)	82	82
Stroke or TIA [Charlie]	3	3
Structure Fire (Odor of Smoke Only) [Delta]	1	1
Suspicious Vehicle or Subject (10-60 x60)	6	6
Take Written Report (10-92 x92)	4	4
Test Call (Training or Maintenance)	3	3
Traumatic Injuries [Alpha]	1	1
Traumatic Injuries [Bravo]; Assist Other Agency (Fire)	1	1
Traumatic Injuries [Delta]	1	1
Trespassers	3	3
Unconscious or Fainting [Charlie]	1	1
Unconscious or Fainting [Delta]	1	1

Descriptions		Totals
Water or Sewer Problems	4	4
Welfare Check	1	1
	5	5
Totals	709	709

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Reported	Case Number	Address	Offenses	Disposition
08/06/25 12:18	HBP25-00034	800 OCEAN BLVD W	14-160 - INJURY TO PERSONAL PROPERTY	Closed - Leads Exhausted
08/09/25 19:25	HBP25-00035	473 OCEAN BLVD W	20-28(A1) - DWLR IMPAIRED REV	Closed - Cleared By Arrest
08/16/25 11:48	HBP25-00036	249 OCEAN BLVD W	Found Property; 20-111(2) - EXPIRED REGISTRATION CARD/TAG; 20-127(D) - WINDOW TINTING VIOL	Closed - Citation Issued
08/16/25 16:21	HBP25-00037	110 ROTHSCHILD ST		Closed - Case Created In Error
08/18/25 18:11	HBP25-00038	GREENSBORO ST /	FIRE - UNDER INVESTIGATION	Closed - Unfounded
08/29/25 17:12	HBP25-00039	OCEAN BLVD E /	14-160 - INJURY TO PERSONAL PROPERTY	Closed - Leads Exhausted
08/30/25 05:44	HBP25-00040	124 FAYETTEVILLE ST	14-56 - ATTEMPT BREAK/ENTER MOTOR VEH	Investigator Requested
08/30/25 07:21	HBP25-00041	133 SALISBURY ST	14-56 - ATTEMPT BREAK/ENTER MOTOR VEH	Investigator Requested
08/30/25 08:08	HBP25-00042	108 SALISBURY ST	14-56 - ATTEMPT BREAK/ENTER MOTOR VEH	Investigator Requested
08/30/25 09:06	HBP25-00043	112 SALISBURY ST	14-72(A) - MISDEMEANOR LARCENY; 14-56 - BREAK OR ENTER A MOTOR VEHICLE (CONVEYANCE)	Investigator Requested
08/31/25 12:15	HBP25-00046	337 OCEAN BLVD E	14-277.1 - COMMUNICATING THREATS	Closed - Citation Issued
08/31/25 16:29	HBP25-00047	109 OCEAN BLVD W	14-33(A) - SIMPLE ASSAULT	Closed - By Other Means

Total Records: 12

Reported	Case Number	Address	Offenses	Disposition

Permit Report

08/01/2025 - 08/31/2025

Issued Date	Permit #	Permit Type	Project Cost	Total Fees	Total Payments
8/1/2025	250598	Electrical	1,900	$175.00	
8/1/2025	250599	Mechanical	7,100	$100.00	$100.00
8/1/2025	250600	Mechanical	8,630	$100.00	$100.00
8/4/2025	250601	Repair	2,400	$125.00	$125.00
8/4/2025	250602	Boat Lift	16,700	$275.30	$275.30
8/4/2025	250603	Bulkhead	2,780	$125.00	$125.00
8/4/2025	250604	Bulkhead	2,780		
8/4/2025	250605	Boat Lift	17,500	$282.50	$282.50
8/4/2025	250606	Electrical	3,000	$175.00	$175.00
8/5/2025	250607	Electrical	3,500	$100.00	
8/5/2025	250608	Electrical	1,200	$175.00	$175.00
8/7/2025	250609	Mechanical	8,980	$100.00	$100.00
8/7/2025	250610	Zoning	50	$50.00	$50.00
8/7/2025	250611	Electrical	1,000	$175.00	$175.00
8/7/2025	250612	Zoning	50	$50.00	$50.00
8/8/2025	250613	Mechanical	0		
8/8/2025	250614	Mechanical	8,340	$100.00	$100.00
8/8/2025	250615	Mechanical	7,560	$100.00	$100.00
8/8/2025	250616	Single Family Construction	1,140,000	$12,608.21	$12,608.21
8/8/2025	250617	Zoning	25	$25.00	$25.00
8/11/2025	250618	Electrical	1,000	$175.00	$175.00
8/11/2025	250619	Electrical	1,900	$175.00	$175.00
8/12/2025	250620	Zoning	25	$25.00	$25.00
8/13/2025	250621	Repair	20,000	$205.00	$205.00
8/13/2025	250622	Boat Lift	23,000	$332.00	$332.00
8/13/2025	250623	Repair	2,200	$125.00	$125.00
8/14/2025	250624	Single Family Construction	575,000	$8,546.67	$8,546.67
8/14/2025	250625	Electrical	1,700	$175.00	$175.00
8/14/2025	250626	Electrical	1,200	$175.00	$175.00
8/14/2025	250627	Electrical	1,700	$175.00	$175.00
8/15/2025	250628	Bulkhead	70,000	$755.00	
8/15/2025	250629	Boat Lift	16,100	$269.90	$269.90
8/15/2025	250630	Mechanical	8,490	$100.00	$100.00
8/15/2025	250631	Mechanical	8,470	$100.00	$100.00
8/15/2025	250632	Mechanical	8,550	$100.00	$100.00
8/15/2025	250633	Repair	97,370	$901.33	$901.33
8/18/2025	250634	Zoning	25		
8/18/2025	250635	Electrical	1,000	$175.00	$175.00
8/18/2025	250636	Repair	51,670	$490.03	$490.03
8/19/2025	250637	Addition	15,000	$160.00	
8/19/2025	250638	Electrical	2,400	$275.00	$275.00

8/19/2025	250639	Electrical	3,800	$175.00	$175.00
8/20/2025	250640	Electrical	3,700	$275.00	$275.00
8/21/2025	250641	No Permit Required	5,000		
8/21/2025	250642	Mechanical	8,770	$100.00	$100.00
8/21/2025	250643	Mechanical	7,500	$200.00	$200.00
8/21/2025	250644	Repair	11,900	$132.10	$132.10
8/21/2025	250645	Repair	8,000	$125.00	$125.00
8/21/2025	250646	Electrical	5,000	$425.00	$425.00
8/21/2025	250647	Single Family Construction	927,016	$15,507.15	$15,507.15
8/25/2025	250648	Electrical	1,350	$100.00	$100.00
8/25/2025	250649	Mechanical	6,050	$100.00	
8/25/2025	250650	Electrical	1,200	$175.00	$175.00
8/25/2025	250651	Electrical	1,000	$175.00	$175.00
8/25/2025	250652	Electrical	3,500	$175.00	$175.00
8/26/2025	250653	Electrical	0		
8/26/2025	250654	Repair	21,000	$614.00	
8/26/2025	250655	Electrical	6,000	$175.00	$175.00
8/26/2025	250656	Swimming Pool	75,091	$950.82	
8/26/2025	250657	Bulkhead	25,000	$250.00	$250.00
8/26/2025	250658	Bulkhead	25,000	$250.00	$250.00
8/28/2025	250659	Repair	9,300	$125.00	$125.00
8/28/2025	250660	Repair	35,619	$345.57	$345.57
8/29/2025	250661	Mechanical	20,524	$300.00	$300.00
8/29/2025	250662	Electrical	1,200	$175.00	
8/29/2025	250663	Mechanical	2,696	$100.00	$100.00
8/29/2025	250664	Mechanical	9,490	$100.00	$100.00
8/29/2025	250665	Repair	20,865	$212.79	
8/29/2025	250666	Bulkhead	21,000	$314.00	
8/29/2025	250667	Single Family Construction	500,000	$11,576.98	$11,576.98
8/29/2025	250668	Repair	20,000	$205.00	
8/29/2025	250669	Bulkhead	20,000	$205.00	
8/29/2025	250670	Bulkhead	23,000	$232.00	$232.00
8/29/2025	250671	Electrical	3,200	$175.00	
8/29/2025	250672	Repair	25,000	$850.00	$850.00
8/29/2025	250673	Repair	62,407	$986.66	
8/29/2025	250674	Mechanical	11,181	$100.00	
8/29/2025	250675	Mechanical	16,950	$200.00	$200.00
8/29/2025	250676	Gas	3,000	$100.00	$100.00
			$4,091,605.00	$64,483.01	$59,254.74

PERMIT SUMMARY REPORT

COMMERCIAL

Count	2
Total Fees	$0.00
Fees Paid	$0.00
Total Project Cost	$0.00

RESIDENTIAL

Count	77
Total Fees	$64,483.01
Fees Paid	$59,254.74
Total Project Cost	$4,091,605.00

TOTAL

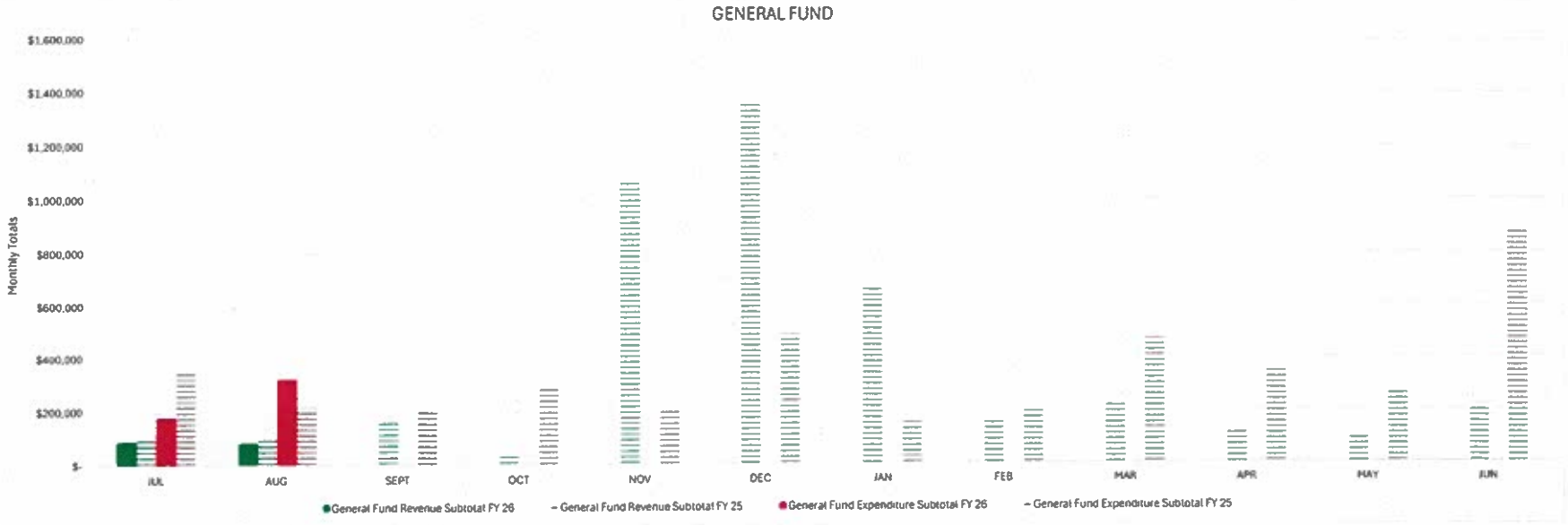
Count	79
Total Fees	$64,483.01
Fees Paid	$59,254.74
Total Project Cost	$4,091,605.00

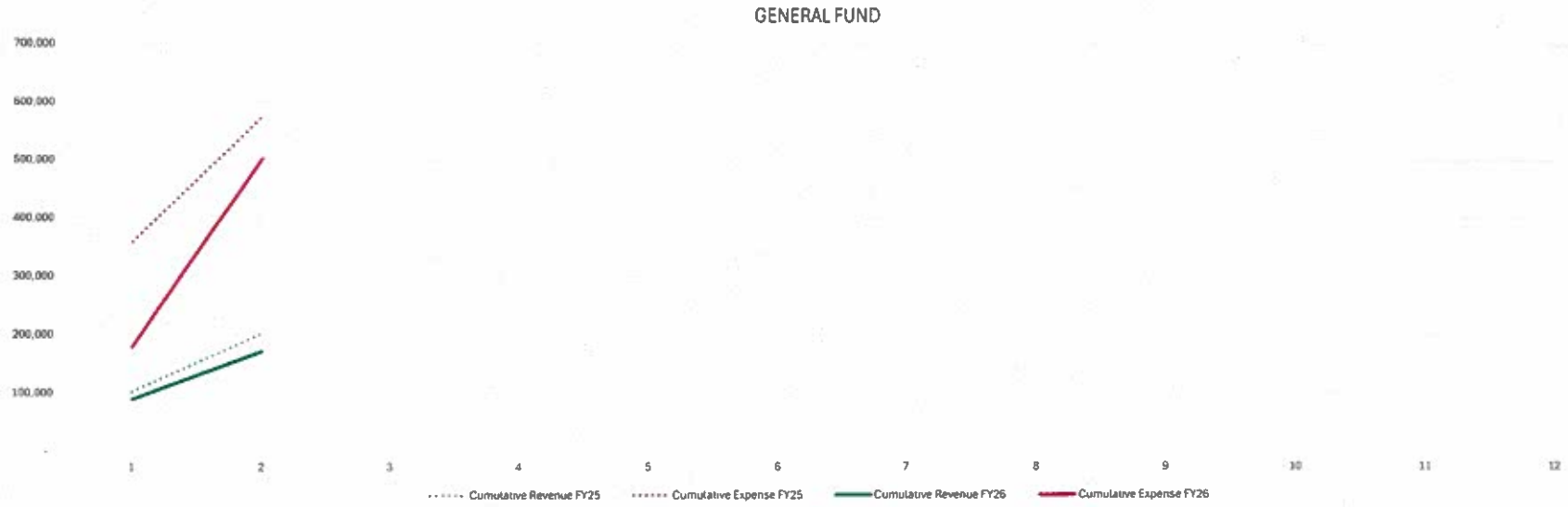
ACTIVE NEW HOME PERMITS = 32
OTHER ACTIVE PERMITS= 523
PERMITS ISSUED OVER $30,000 = 73 (AMOUNT INCLUDED IN ACTIVE TOTAL)
PERMITS ISSUED OVER $100,000 =73 (AMOUNT INCLUDED IN ACTIVE TOTAL)
PERMITS - SUBSTAINTAL IMPROVEMENTS = 4 (AMOUNT INCLUDED IN ACTIVE TOTAL)
PERMITS ISSUED WAITING PICK UP = 40
TOTAL PERMITS= 595

PERMITS IN REVIEW= 5
CAMA ISSUED= 2
ZONING ISSUED =5
NOTICE OF VIOLATIONS=2
DELINEATIONS=5
CAMA SITE INPSECTIONS=11

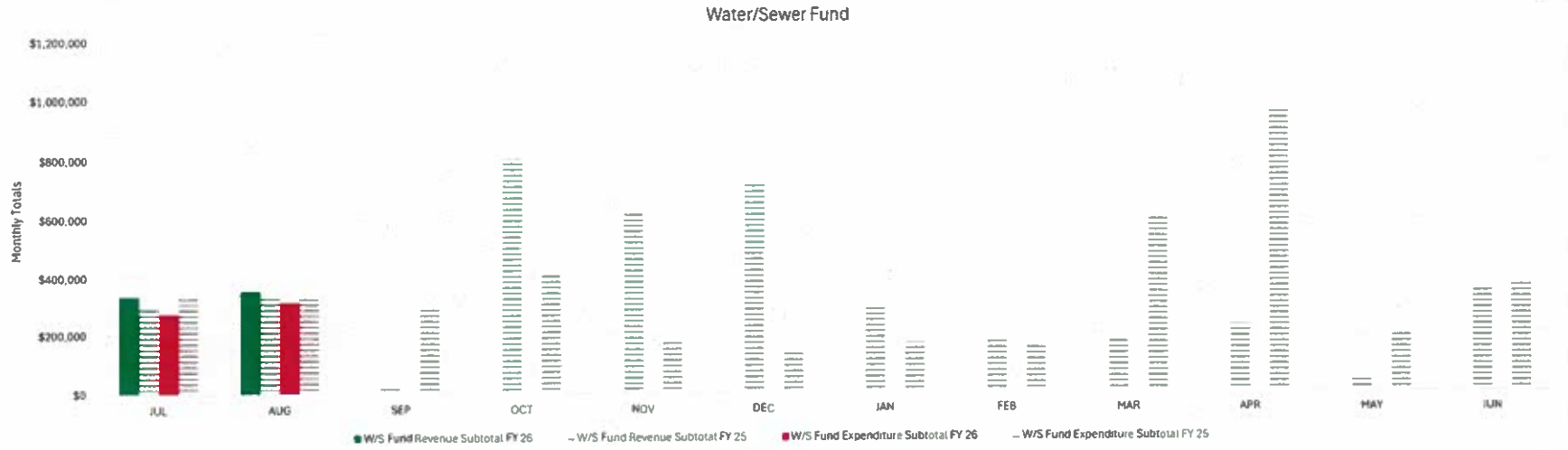
PERMITS SERVICED FOR INSPECTIONS FROM 8/1/25-8/31/25= 96
TOTAL INSPECTIONS MADE= 208

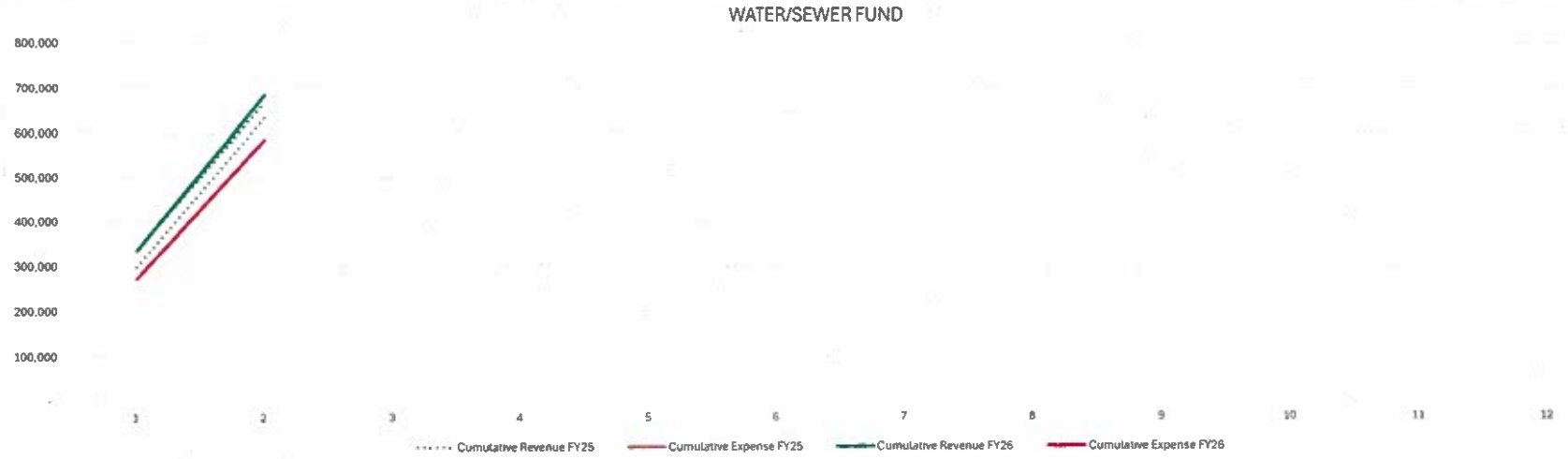
Month	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
General Fund Revenue Subtotal FY 26	88,795	82,892										
General Fund Revenue Subtotal FY 25	102,467	100,308	165,835	46,798	1,073,329	1,361,352	677,885	156,355	229,150	125,464	107,649	216,414
General Fund Expenditure Subtotal FY 26	179,259	323,707										
General Fund Expenditure Subtotal FY 25	359,130	216,065	209,110	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										
Cumulative Expense FY25	359,130	575,196										
Cumulative Revenue FY26	88,795	171,687										
Cumulative Expense FY26	179,259	502,966										



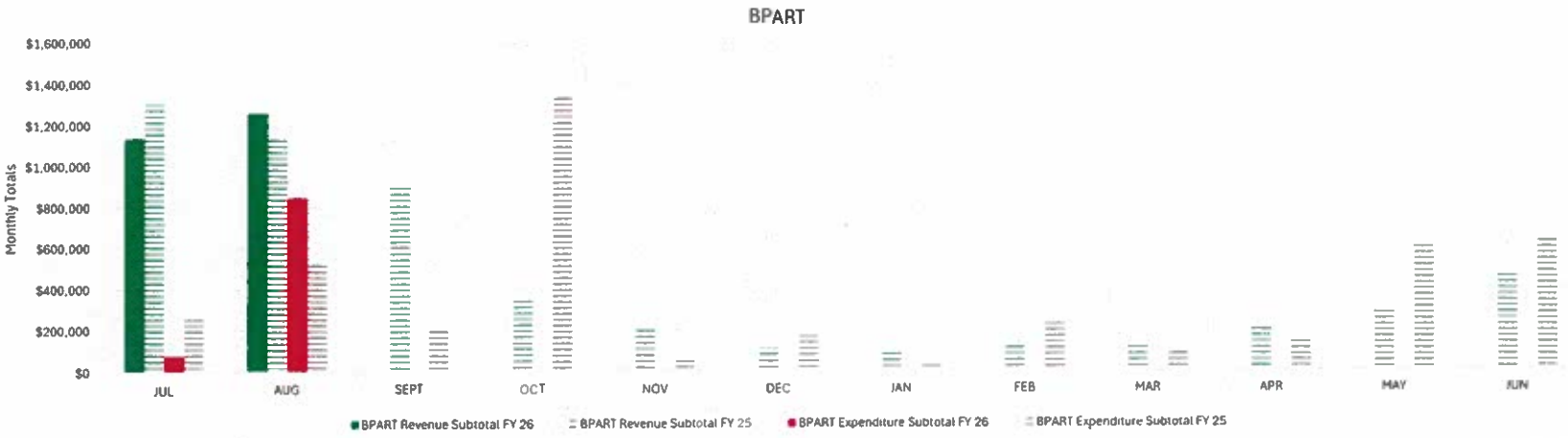

GENERAL FUND
700,000
600,000
500,000
400,000
300,000
200,000
100,000
1
2
3
4
5
6
7
8
9
10
11
12
Cumulative Revenue FY25
Cumulative Expense FY25
Cumulative Revenue FY26
Cumulative Expense FY26

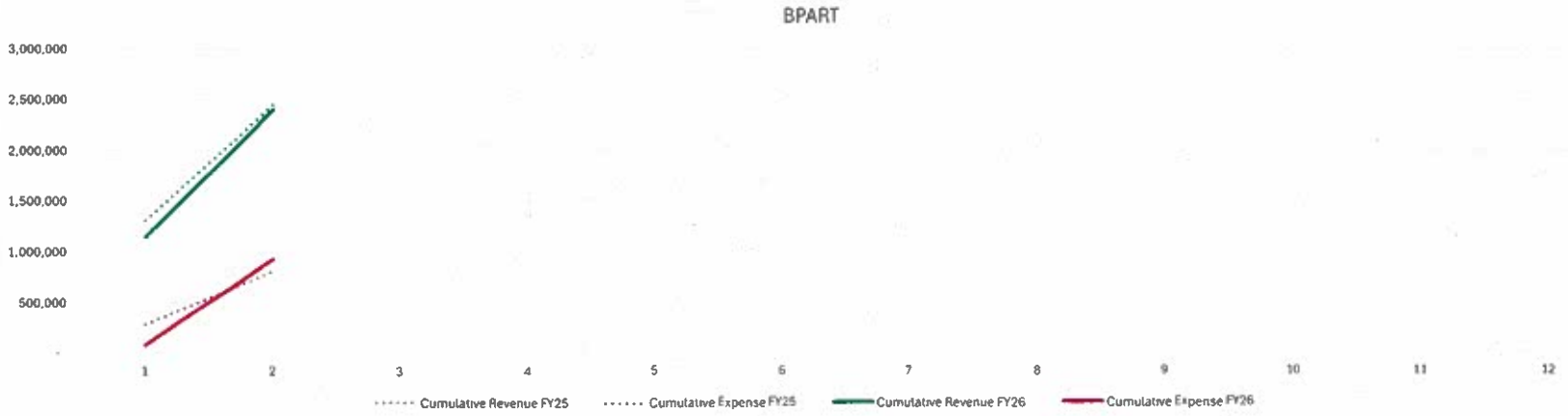
Month	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
W/S Fund Revenue Subtotal FY 26	333,944	350,647										
W/S Fund Revenue Subtotal FY 25	297,561	336,326	23,911	807,150	626,767	714,498	288,442	186,327	178,205	228,786	48,520	358,005
W/S Fund Expenditure Subtotal FY 26	271,871	312,915										
W/S Fund Expenditure Subtotal FY 25	334,838	334,172	304,794	406,181	174,251	141,836	171,251	162,329	598,753	966,050	195,864	380,970
Cumulative Revenue FY25	297,561	633,887										
Cumulative Expense FY25	334,838	669,011										
Cumulative Revenue FY26	333,944	684,591										
Cumulative Expense FY26	271,871	584,786										




WATER/SEWER FUND
800,000
700,000
600,000
500,000
400,000
300,000
200,000
100,000
-
1
2
3
4
5
6
7
8
9
10
11
12
Cumulative Revenue FY25
Cumulative Expense FY25
Cumulative Revenue FY26
Cumulative Expense FY26

Month	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
BPART Revenue Subtotal FY 26	1,138,534	1,261,361										
BPART Revenue Subtotal FY 25	1,306,078	1,148,406	909,955	352,616	203,612	106,517	91,553	127,945	124,089	199,054	287,529	479,731
BPART Expenditure Subtotal FY 26	76,677	850,588										
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										
Cumulative Expense FY25	278,616	811,327										
Cumulative Revenue FY26	1138534	2,399,895										
Cumulative Expense FY26	76677	927,265										




BPART
3,000,000
2,500,000
2,000,000
1,500,000
1,000,000
500,000
1
2
3
4
5
6
7
8
9
10
11
12
Cumulative Revenue FY25
Cumulative Expense FY25
Cumulative Revenue FY26
Cumulative Expense FY26

Greensboro Street Lift Station

- 91% complete based on time-Scheduled completion Oct 1; Oct 30th ready for final payment request date
- Projected for next 25 days: Place concrete for roof scuttle curb walls; concrete for generator pad; flood doors and roof scuttle; hatches; finish gypsum board, HVAC Ductwork, and stair installation; electrical conductors to equipment; interior painting; electrical service switchover; install site fencing

Block Q Restrooms & Parking

- Contractor had to have structural engineer back out to reevaluate some work performed.
- Upcoming work includes: hardie board siding; roofing; interior insulation; drywall ceilings; flooring; primer/1st coat of interior walls and siding; asphalt; begin installing MEP fixtures

Ocean Boulevard Stormwater

- Corps developed PPA
- McGill presenting on additional areas of concern as part of September agenda

Pier Site

- Awaiting referendum results

NC Resilient Coastal Communities Program

- The Town participated in an orientation session regarding Phase I of the program on Sept. 9

Congressional Interaction

- Met with Congressman Rouzer's aid, Jack Best, on August 25th during his regional visits
- Expressed concerns over the Coastal Storm Risk Management Trust Fund Language being proposed in Congress and FEMA Beach Nourishment

Rank	Objective	Status	Timeline	Area of Responsibility
#2	ADA Self Assessment	In House Evaluation Planning and Inspections Dept working on outline and timeline	Looking at October for deliverable	P&I Department
#6	ADA Bathroom (Block Q)	continuing to work through issues- see TM report for projected work elements to be completed	September completion of facility	Staff/Architect
#7	Fire Station Upgrades	Planning and Inspections Department work complete	adding to capital improvement plan at September meeting	Staff/ Fire Dept
#14	Block Q site plan-concert venue	Board voted to move forward with an overall masterplan	Next step-BOC direction on what they want to see included in RFQ	Staff/BOC
#18	Update Town Website	Update completed a few years ago; project page added Accessibility being evaluated as part of ADA assessment above	see ADA self assessment above	Staff
#19	Pier Replacement	30% design summary report accepted by BOC	Awaiting BOC direction on future scope	BOC
#26	Investigate vacuum bypass system	Not in 24/25 budget/ PW recommendation/research needed	TBD	PW Dept
new	Repair and Maintenance W/S	added as part of budget review process	begin tracking needs and costs	PW Dept

Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 9/16/25

FROM: Interim Manager Ferguson

DATE SUBMITTED: 9/2/25

ISSUE/ACTION REQUESTED: Mayor Pro Tem Myers expressed that he would like to have the Public Works Director give a report monthly like the other department heads. The BOC will need to vote on this action item.

BACKGROUND/PURPOSE OF REQUEST: Explore whether the collective board would like a report from the Public Works Director each month.

FISCAL IMPACT: (select one)

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

CONTRACTS/AGREEMENTS: (select one)

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

ADVISORY BOARD RECOMMENDATION: N/A

FINANCE RECOMMENDATION: N/A

INTERIM TOWN MANAGER'S RECOMMENDATION: Discuss and vote on the preparation and presentation of a report.

Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 9/16/25

FROM: Interim Manager Ferguson

DATE SUBMITTED: 9/8/25

ISSUE/ACTION REQUESTED: Follow up from the June BOC meeting regarding the stormwater PPA now that it's back from Division. Acknowledge changes made by Division and direct execution.

BACKGROUND/PURPOSE OF REQUEST: At the June BOC meeting, the board voted to move forward with the stormwater PPA if it came back identical to the document they reviewed. The Corps' Division Office made two changes to the original: one to update the accounting section and the other to add a BABA waiver.

FISCAL IMPACT: (select one)

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

CONTRACTS/AGREEMENTS: (select one)

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

ADVISORY BOARD RECOMMENDATION: N/A

FINANCE RECOMMENDATION: Receive PPA DM

INTERIM TOWN MANAGER'S RECOMMENDATION: Receive PPA and consider action to move forward.

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE TOWN OF HOLDEN BEACH, NORTH CAROLINA
FOR
DESIGN AND CONSTRUCTION ASSISTANCE
FOR THE
HOLDEN BEACH STORMWATER MANAGEMENT PROJECT,
BRUNSWICK COUNTY, NORTH CAROLINA

THIS AGREEMENT is entered into this ___ day of _____, _____, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for Wilmington District (hereinafter the "District Commander") and the Town of Holden Beach, North Carolina (hereinafter the "Non-Federal Sponsor"), represented by its Mayor.

WITNESSETH, THAT:

WHEREAS, the Government is authorized to provide design and construction assistance for publicly owned, non-Federal water-related environmental infrastructure and resource protection and development projects in North Carolina including projects for wastewater treatment and related facilities; combined sewer overflow, water supply, storage, treatment, and related facilities; drinking water infrastructure including treatment and related facilities; stormwater infrastructure; and surface water resource protection and development pursuant to Section 5113 of the Water Resources Development Act of 2007, Public Law 110-114 (hereinafter "Section 5113");

WHEREAS, Section 5113(d)(3) provides that the Federal share of project costs under each agreement entered into under Section 5113 shall be 75 percent, which may be in the form of reimbursements;

WHEREAS, as of the effective date of this Agreement, the total amount of Federal funds available for the Federal share of project costs under this Agreement is $2,200,000; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "Project" means infrastructure to address problematic stormwater runoff following storm events at two particular locations, as generally described in the Letter Report for Design and Construction of the Holden Beach Stormwater Management Project, Brunswick

County, North Carolina, dated June 2025, and approved by the Division Commander for South Atlantic Division on June 2025.

B. The term "HTRW" means hazardous, toxic, and radioactive wastes, which includes any material listed as a "hazardous substance" (42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

C. The term "project costs" means all costs incurred by the Government and the Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to design and construction of the Project and cost shared. The term includes the Non-Federal Sponsor's eligible pre-Agreement design work costs, if any; the Government's costs for conducting environmental compliance activities, providing management oversight and technical assistance, as needed, preparing monthly financial reports, reviewing design work, appraisals, and invoices provided by the Non-Federal Sponsor, conducting periodic inspections during construction, and any other costs incurred by the Government pursuant to the provisions of this Agreement; the Non-Federal Sponsor's eligible costs for engineering, design, construction, and supervision and administration; the Non-Federal Sponsor's eligible costs for providing real property interests and relocations, and performing permit work; and the costs of historic preservation activities except for data recovery for historic properties, if any. The term does not include any costs for operation and maintenance; HTRW cleanup and response; dispute resolution; audits; betterments; or the Non-Federal Sponsor's cost to negotiate this Agreement.

D. The term "real property interests" means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

E. The term "relocation" means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required by applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

F. The term "pre-Agreement design work" means the design work performed by the Non-Federal Sponsor prior to the effective date of this Agreement that the Government determines was accomplished in a satisfactory manner and is necessary for the Project.

G. The term "betterment" means a difference in the design or construction of an element of the Project that results from applying standards that the Government determines exceed those that the Government would otherwise apply to design or construction of that element.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. As of the effective date of this Agreement, the total amount of Federal funds available for the Federal share of project costs under this Agreement is limited to $2,200,000. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall be responsible for all costs in excess of this amount.

B. The Non-Federal Sponsor shall design and construct the Project in accordance with all requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto and the following:

1. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests and relocations required for construction and operation and maintenance of the Project. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for the purpose of performing inspections pursuant to Article II.D.

2. The Non-Federal Sponsor shall afford the Government the opportunity to review and comment on all design work, including relevant plans and specifications, and related contract solicitations, prior to the Non-Federal Sponsor's issuance of such solicitations. In addition, until the Government has provided written confirmation that environmental compliance has been completed, the Non-Federal Sponsor shall not issue the solicitation for the first construction contract for the Project or commence construction of the Project using its own forces.

3. The Non-Federal Sponsor is responsible for obtaining all permits and licenses necessary for design, construction, and operation and maintenance of the Project and for ensuring compliance with all requirements of such permits and licenses.

4. The Non-Federal Sponsor shall establish and maintain such legal and institutional structures as necessary to ensure the effective long-term operation of the Project at no cost to the Government.

5. Upon completion of design, the Non-Federal Sponsor shall furnish the Government with copies of the completed design.

6. The Non-Federal Sponsor shall operate and maintain the Project at no cost to the Government. The Non-Federal Sponsor shall furnish the Government with a copy of the as-built drawings for the completed work.

7. No more frequently than every 30 calendar days, the Non-Federal Sponsor shall provide the Government an invoice with the documentation required by Article V for the Government to determine whether costs incurred by the Non-Federal Sponsor are eligible for

inclusion in project costs. If the Non-Federal Sponsor incurred costs for pre-Agreement design work, documentation of such costs shall be included in the Non-Federal Sponsor's initial invoice. Following completion of the Project, the Non-Federal Sponsor shall notify the Government, which shall conduct a final inspection of the Project. No later than 60 calendar days after the Government conducts the final inspection, the Non-Federal Sponsor shall provide its final invoice, unless an extension is requested by the Non-Federal Sponsor in writing and approved by the Government.

C. Using information developed and provided by the Non-Federal Sponsor, the Government shall ensure environmental compliance activities necessary to achieve compliance with all applicable environmental laws and regulations for design and construction of the Project are completed prior to initiation of construction. The Government will notify the Non-Federal Sponsor in writing when such compliance has been completed.

D. The Government may perform periodic inspections to verify the progress of construction and that work is being performed in a satisfactory manner. In addition, the Government may provide technical assistance to the Non-Federal Sponsor on an as-needed basis during design and construction of the Project. Further, the Government shall perform a final inspection to verify satisfactory completion of the Project.

E. Subject to the limitation on available Federal funds identified in Article II.A. for the Federal share of project costs under this Agreement, the Government shall be responsible for 75 percent of project costs, with reimbursement for costs incurred by the Non-Federal Sponsor determined in accordance with this paragraph. The Government shall review each invoice provided by the Non-Federal Sponsor and, based on the procedures, requirements, and conditions provided in Article V, shall determine the costs, or portion thereof, that are eligible for inclusion in project costs. To the maximum extent practicable, within 30 calendar days of receipt of each invoice, the Government, subject to the availability of Federal funds, shall reimburse the Non-Federal Sponsor for 75 percent of the Non-Federal Sponsor's eligible costs included in each invoice, less 25 percent of the costs incurred by the Government during that same invoice period. The Government shall provide a written explanation to the Non-Federal Sponsor for costs it determines are not eligible for inclusion in project costs.

F. The Government shall ensure compliance with the National Historic Preservation Act (NHPA) of 1966, as amended (54 U.S.C. 300101-307108), prior to initiation of construction. All costs incurred by the Government and the Non-Federal Sponsor for actions associated with historic preservation, including the identification and treatment of historic properties as those properties are defined in the NHPA and the mitigation of adverse effects other than data recovery, as the Government determines necessary and subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of such costs, shall be included in project costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize, or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount available for the Project may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data

recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Project, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full Federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

G. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Project. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share for such work.

H. The Non-Federal Sponsor and the Government, in consultation with appropriate Federal and State officials, shall develop a facilities development plan or resource protection plan, including appropriate engineering plans and specifications.

I. If the Non-Federal Sponsor elects to include betterments in the design or construction of the Project, the Non-Federal Sponsor shall notify the Government in writing and describe the betterments it intends to design and construct. The Non-Federal Sponsor shall be solely responsible for all costs due to betterments, including costs associated with obtaining permits for such work, without reimbursement by the Government.

ARTICLE III - REAL PROPERTY INTERESTS AND RELOCATIONS

A. The Government and the Non-Federal Sponsor shall jointly determine the real property interests required for construction, operation, and maintenance of the Project, and the Non-Federal Sponsor shall provide the Government with general written descriptions, including maps as appropriate, of such real property interests. Prior to the Non-Federal Sponsor initiating acquisition of such real property interests or initiating construction on real property interests it already owns or controls, the Non-Federal Sponsor, in accordance with Article IV.A., shall investigate to verify that HTRW does not exist in, on, or under the real property interests required for the construction, operation, and maintenance of the Project. Subject to the requirements in Article IV.B., the Non-Federal Sponsor shall acquire such real property interests and notify the Government in writing when such interests have been acquired. The Non-Federal Sponsor shall ensure all such real property interests required for the Project are retained in public ownership.

B. The Government and the Non-Federal Sponsor shall jointly determine the relocations required for construction, operation, and maintenance of the Project, and the Non-Federal Sponsor shall provide the Government with general written descriptions, including maps and plans and specifications, as appropriate, for such relocations. Upon written confirmation by the Government, the Non-Federal Sponsor shall perform or ensure performance of such relocations and notify the Government in writing when such relocations have been accomplished.

C. In acquiring the real property interests for the Project, the Non-Federal Sponsor assures the Government that it will comply with the following:

(1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under 42 U.S.C. 4622, 4623 and 4624;

(2) relocation assistance programs offering the services described in 42 U.S.C. 4625 shall be provided to such displaced persons;

(3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with 42 U.S.C. 4625(c)(3);

(4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State law, by the land acquisition policies in 42 U.S.C. 4651 and the provisions of 42 U.S.C. 4652; and

(5) displaced persons will be paid or reimbursed for necessary expenses as specified in 42 U.S.C. 4653 and 4654.

ARTICLE IV - HTRW

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any HTRW regulated under applicable law, that may exist in, on, or under real property interests required for construction, operation, and maintenance of the Project.

B. In the event the Non-Federal Sponsor discovers that HTRW exists in, on, or under any of the real property interests needed for construction, operation, and maintenance of the Project, the Non-Federal Sponsor shall provide written notice to the Government within 15 calendar days of such discovery, in addition to providing any other notice required by applicable law. If HTRW is discovered prior to acquisition, the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed. If HTRW is discovered in, on, or under real property interests the Non-Federal Sponsor owns or controls or after acquisition of the real property interests, no further Project activities within the contaminated area shall proceed until the parties agree on an appropriate course of action.

1. If the Non-Federal Sponsor initiates or continues construction, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the performance and costs of HTRW cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. The Non-Federal Sponsor shall pay such costs without reimbursement or credit by the Government.

2. In the event the Non-Federal Sponsor fails to discharge its responsibilities under this Article, the Government may suspend or terminate future performance under this Agreement, including reimbursements pursuant to Article II.E.

C. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the owner and operator of the Project for purposes of CERCLA liability or other applicable law.

D. Any decision made pursuant to this Article shall not relieve any third party from any HTRW liability that may arise under applicable law.

ARTICLE V - DETERMINATION OF ELIGIBLE NON-FEDERAL SPONSOR COSTS

A. The Government and the Non-Federal Sponsor agree that the Non-Federal Sponsor's costs that are eligible for inclusion in project costs shall be determined in accordance with the following procedures, requirements, and conditions and subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. The Government shall include in project costs the value of required real property interests acquired from private owners after the effective date of this Agreement except that the value of real property interests donated to the Non-Federal Sponsor are not eligible for inclusion in project costs. The Non-Federal Sponsor shall obtain for each required real property interest acquired from private owners an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government.

(1) Date of Valuation. The fair market value of real property interests acquired from private owners by the Non-Federal Sponsor shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor concludes the acquisition of the interest. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for valuation purposes.

(3) The Government shall include in the project costs the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for purpose of instituting the eminent domain proceeding. The fair market value for valuation purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph A.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2):

(1) the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at $15,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. The Government may approve exceeding the $15,000 threshold, up to an amount of $35,000, if the Non-Federal Sponsor offers the owner the option of having the Non-Federal Sponsor appraise the real property interest.

(2) if the Non-Federal Sponsor determines that the acquisition is uncomplicated, has a low fair market value, and the Non-Federal Sponsor offers the owner the option to have the property appraised, the Non-Federal Sponsor may request in writing approval to use a waiver valuation for properties with estimated values of more than $35,000 and up to $50,000. If use of a waiver valuation is approved by the Government, the Non-Federal Sponsor shall provide a report measuring the cost and time benefits, condemnation rate, settlement rate, and other relevant metrics to document the administrative savings, accuracy, and efficacy of the use of the waiver valuation.

d. Incidental Costs. The Government shall include in project costs eligible incidental costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs after the effective date of this Agreement in acquiring required real property interests from private owners. Such incidental costs include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.C., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of required real property interests.

e. Except for permit work pursuant to Article V.A.4., any publicly owned real property interests required for the Project will be provided by the Non-Federal Sponsor at no cost to the Government.

2. Relocations. The Government shall include in project costs eligible costs of required relocations performed by the Non-Federal Sponsor after the effective date of this Agreement.

a. For a relocation other than a highway, eligible costs shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, eligible costs shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of North Carolina would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs, as determined by the Government, include actual costs of performing the relocation; planning, engineering, and design costs; and supervision and administration costs. Relocation costs do not include any costs associated with betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

3. Design and Construction Work. The Government shall include in project costs eligible costs of the design and construction work performed by the Non-Federal Sponsor after the effective date of this Agreement and eligible costs of pre-Agreement design work, if any.

a. The Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the amount of eligible costs. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees. Where the Non-Federal Sponsor's cost for completed pre-Agreement design work is expressed as fixed costs plus a percentage of project costs, the Non-Federal Sponsor shall calculate such costs based on actual costs.

b. The following costs are not eligible for inclusion in project costs: interest charges, or any adjustment to reflect changes in price levels after completion of the design or construction work; pre-Agreement design work previously reimbursed under another agreement; pre-Agreement design work in excess of 6 percent of project costs; costs that exceed the Government's estimate of the cost for such design and construction work; design or construction work obtained at no cost to the Non-Federal Sponsor; or any construction work initiated prior to completion of environmental compliance.

4. Permit Work. The Government shall include in project costs eligible costs of permit work performed by the Non-Federal Sponsor after the effective date of this Agreement. Eligible costs shall be equivalent to the direct costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in obtaining all permits and licenses necessary for design and construction of the Project, including the permits necessary for construction, operation, and maintenance of the Project on publicly owned or controlled real property interests. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees involved in obtaining such permits. Failure to comply with these permits and licenses may result in the Government denying, in whole or part, inclusion of the Non-Federal Sponsor's costs for design and construction of the Project in project costs.

5. Compliance with Federal Labor Laws. In undertaking construction and relocations, the Non-Federal Sponsor shall comply with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act). The Non-Federal Sponsor's failure to comply with these laws may result in the Government denying, in whole or part, inclusion of the Non-Federal Sponsor's costs for relocations and construction of the Project in project costs.

6. Compliance with Build America Buy America Act. In undertaking construction and relocations, the Non-Federal Sponsor shall comply with the Build America Buy America Act (Division G, Title IX of Public Law 117-58). The Non-Federal Sponsor's failure to comply may result in the Government denying, in whole or part, inclusion of the Non-Federal Sponsor's costs for relocations and construction of the Project in project costs.

B. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit or reimbursement for any costs incurred by the Non-Federal Sponsor prior to the effective date of this Agreement, excluding costs for pre-Agreement design work.

ARTICLE VI - ACCOUNTING

A. As of the effective date of this Agreement, project costs are projected to be $2,933,000, with the amount of Federal funds available for such work limited to $2,200,000. Costs incurred by the Government are projected to be $220,000. Costs incurred by the Non-

Federal Sponsor are projected to be $2,713,000, which includes eligible design and construction work after the effective date of this Agreement projected to be $2,713,000, eligible pre-Agreement design work projected to be $0, eligible real property interests projected to be $0, eligible relocations projected to be $0, and eligible permit work projected to be $0. Reimbursements pursuant to Article II.E. for eligible costs incurred by the Non-Federal Sponsor are projected to be $1,980,000. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with monthly financial reports setting forth the estimated project costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government to date; costs incurred by the Non-Federal Sponsor to date; the total amount of reimbursements made to the Non-Federal Sponsor to date; and the balance of the Federal funds available for the Project.

C. After the Non-Federal Sponsor has provided its final invoice to the Government, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. As a part of the final accounting, the Government will determine the total reimbursable amount by taking 75 percent of eligible costs incurred by the Non-Federal Sponsor, less 25 percent of the costs incurred by the Government for the Project. Should the final accounting determine that funds in excess of the total reimbursable amount have been reimbursed to the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such excess reimbursement by delivering a check payable to "FAO, USAED, Wilmington (K7)" to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. Should the final accounting determine that the reimbursements provided to the Non-Federal Sponsor are less than the total reimbursable amount, then subject to the limitation on available Federal funds identified in Article II.A. for the Federal share of project costs under this Agreement, the Government shall reimburse the Non-Federal Sponsor for the amount equal to such difference.

ARTICLE VII - TERMINATION OR SUSPENSION

If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate this Agreement. If the Government determines that the Federal funds available for the Project will be exhausted prior to completion of the Project, the Government shall notify the Non-Federal Sponsor and the Non-Federal Sponsor may continue with design and construction of the Project, at no cost to the Government, and with no further participation in the Project by the Government.

ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from any and all damages arising from design, construction, or operation and maintenance of the Project, except

for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in project costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsor's request, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The Non-Federal Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:
Town Manager
The Town of Holden Beach
110 Rothschild Street
Holden Beach, NC 28462

If to the Government:
District Commander
U.S. Army Corps of Engineers, Wilmington District
69 Darlington Avenue
Wilmington, NC 29203

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

BY: _____
Brad Morgan
COL, U.S. Army
District Commander

DATE: _____

THE TOWN OF HOLDEN BEACH, NORTH CAROLINA

BY: _____
J. Alan Holden
Mayor

DATE: _____

Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 9/16/25

FROM: Interim Manager Ferguson

DATE SUBMITTED: 9/5/25

ISSUE/ACTION REQUESTED: During budget discussions, the board was apprised that the award of the AIWW crossing/bend widener project would require a budget amendment. The consensus of the board was to wait until the bids were opened to execute an amendment.

BACKGROUND/PURPOSE OF REQUEST: The AIWW crossing/bend widener project is instrumental in keeping our East End whole. Discussions with our engineer indicate we need to opt for the full 150,000 cy of sand as outlined in the attached documents. This request is to execute a budget amendment to facilitate funds flowing to the state.

FISCAL IMPACT: (select one)

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

CONTRACTS/AGREEMENTS: (select one)

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

ADVISORY BOARD RECOMMENDATION: N/A

FINANCE RECOMMENDATION: Approve amendment.

INTERIM TOWN MANAGER'S RECOMMENDATION: Execute amendment and understand that the interim town manager has already started discussions with the County to recoup a percentage of the local share.

DEPARTMENT OF THE ARMY
WILMINGTON DISTRICT, CORPS OF ENGINEERS
69 DARLINGTON AVENUE
WILMINGTON, NORTH CAROLINA 28403-1343

September 3, 2025

SUBJECT: FY26 AIWW Maintenance Dredging, North Carolina – Funding Request for Lockwoods Folly Inlet Crossing Wideners Option.

Ms. Christy Ferguson
Town Manager
Town of Holden Beach
101 Rothschild Street
Holden Beach, NC 28462

Dear Ms. Ferguson:

Wilmington District (SAW) opened bids for the FY26 AIWW Maintenance Dredging Solicitation on August 22, 2025. This contract is scoped to address shoaling areas in the Atlantic Intracoastal Waterway, NC Project. As requested, we have incorporated optional bid items for maintenance dredging of the Lockwoods Folly Inlet Crossing Wideners, Tangent 11. This work is divided into two contract options, both with an estimated dredge quantity of 75,000 cubic yards. If both options are executed in this contract, an estimated total of 150,000 cubic yards will be dredged. This material, along with what is dredged from the main Federal Navigation Channel crossing is scheduled to be placed on the east end of Holden Beach, NC. Per the Memorandum of Agreement (MOA) executed between SAW and the State of North Carolina, we request $1,050,000 for the first option or a total of $2,100,000 for both options for maintenance dredging at the Lockwoods Folly Inlet Crossing Wideners. As summarized in the tables below, the estimated cost for this maintenance dredging includes Contractor Earnings, Contingencies, Engineering During Construction, Supervision & Administration, and Contract Surveys.

Lockwood's Folly Inlet Crossing Widener (Contributed Funds - LTMOA)
FY26 AIWW Solicitation
Funds Request for Tangent 11 (Two Contract Options)

Maintenance Dredging: Funds Request for Tangent 11 (Contract Option 9)

Contractor Earnings (75,000 Cubic Yards)	$930,283.15
Contingency Approximately 10% of Dredging	$95,000.00
Engineering During Construction (EDC)	$9,716.85
S&A (Including Surveys)	$15,000.00
Estimated Funds Required (Contract Option 9):	**$1,050,000.00**

Maintenance Dredging: Funds Request for Tangent 11 (Contract Option 10)

Contractor Earnings (Up to additional 75,000 Cubic Yards)	$930,283.15
Contingency Approximately 10% of Dredging	$95,000.00
Engineering During Construction (EDC)	$9,716.85
S&A (Including Surveys)	$15,000.00
Estimated Funds Required (Contract Option 10):	**$1,050,000.00**

Estimated Total Funds Required:	**$2,100,000.00**

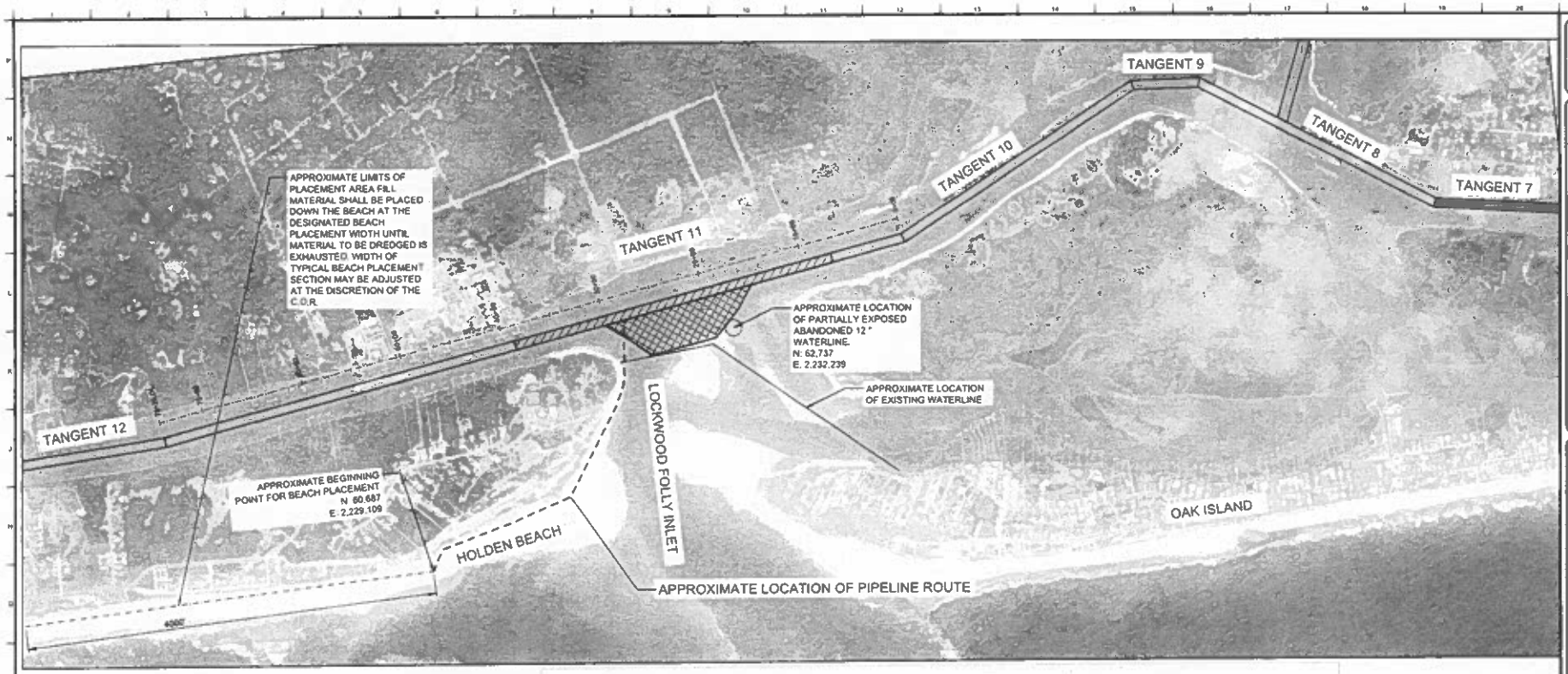
The Wilmington District will need this non-Federal funding to award these contract options. Please provide funds by Electronic Funds Transfer (EFT) by October 31, 2025, in the amount of $1,050,000 for one option, or a total of $2,100,000 if you choose to execute both options. Please contact Mr. Colton Robbins at (910) 251-4104, with any questions concerning the EFT process. Please contact our Project Manager, Mr. Adam Faircloth at (910) 251-4476, for all other project questions.

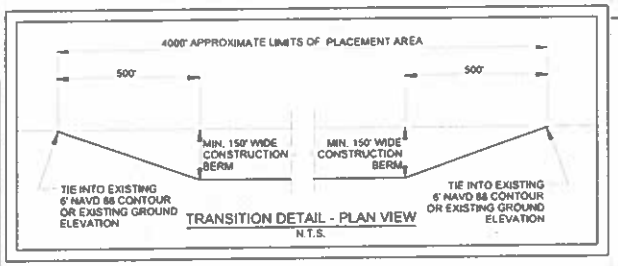
Sincerely,

Robert W. Keistler

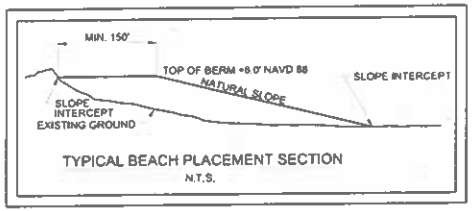
Robert W. Keistler, P.E.
Chief, Civil Works Programs
& Project Management

cc:
Kevin Hart, North Carolina Division of Water Resources
Katelyn Smith, USACE
Colton Robbins, USACE





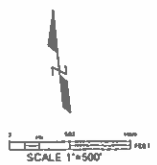
TRANSITION DETAIL - PLAN VIEW
N.T.S.



TYPICAL BEACH PLACEMENT SECTION
N.T.S.

NOTES

1. PIPELINE ROUTE SHOWN IS APPROXIMATE. THE CONTRACTOR SHALL NOTIFY THE TOWN OF HOLDEN BEACH NO LESS THAN 15 DAYS PRIOR TO COMMENCEMENT OF PIPELINE PLACEMENT. POINT OF CONTACT WITH THE TOWN OF HOLDEN BEACH IS MS. CHRISTY FERGUSON, TOWN MANAGER, PHONE NO. 910-842-6080.
2. THE PIPELINE ROUTE SHOWN IS APPROXIMATE. PRIOR TO PLACEMENT OF PIPE, CONTRACTOR SHALL MEET ON SITE 15 CALENDAR DAYS BEFORE WORK IS TO BEGIN WITH THE CONTRACTING OFFICER OR HISHER DESIGNATED REPRESENTATIVE AND A REPRESENTATIVE OF THE NORTH CAROLINA WILDLIFE RESOURCES COMMISSION TO DETERMINE THE EXACT PIPELINE ROUTE.
3. THE EXACT BEGINNING POINT FOR PLACEMENT OF DREDGED MATERIAL ON THE BEACH WILL BE ESTABLISHED BY THE CONTRACTING OFFICER OR HISHER DESIGNATED REPRESENTATIVE IMMEDIATELY PRIOR TO START OF DREDGING AND BEACH PLACEMENT OPERATIONS.
4. PHOTOGRAPHY DATE: APRIL 22, 2025 © MAXAR TECHNOLOGIES.
5. HORIZONTAL DATUM NC SP NAD83 (2011).
6. VERTICAL DATUM NAVD 1988. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING HORIZONTAL AND VERTICAL CONTROL PRIOR TO PLACEMENT OF DREDGED MATERIAL IN THE DESIGNATED PLACEMENT AREA.
7. FOR DETAILS OF AREAS TO BE DREDGED, SEE SHEETS CN108.
8. ALL CONTRACTOR OPERATIONS SHALL BE PERFORMED IN A MANNER THAT AVOIDS DAMAGE TO EXISTING STRUCTURES, AND ROADS. STRUCTURES AND ROADS DAMAGED BY CONTRACTOR'S OPERATIONS SHALL BE REPAIRED TO THE SATISFACTION OF THE CONTRACTING OFFICER OR HISHER DESIGNATED REPRESENTATIVE AT NO COST TO THE GOVERNMENT OR TO THE OWNERS OF DAMAGED PROPERTY. IN ORDER TO MINIMIZE THE RISK OF DAMAGE, WHEELED OR TRACKED EARTH MOVING EQUIPMENT SHALL NOT WORK CLOSER THAN 10 FEET FROM STRUCTURES DURING ALL WORK, INCLUDING DISTRIBUTION AND MOVEMENT OF BEACH FILL MATERIAL IN AREAS WHERE IT IS NOT POSSIBLE TO TIE INTO THE 6-FOOT CONTOUR, THE CONTRACTOR SHALL CONSTRUCT THE BACKSLOPE TO THE NATURAL ANGLE OF REPOSE.
9. ALL WORK ON THE BEACH, INCLUDING PIPE REMOVAL, SHALL BE COMPLETED BY 31 MARCH 2026. SEE PARAGRAPH ENVIRONMENTAL WINDOWS OF SECTION 01 57 19 OF THE SPECIFICATIONS FOR ENVIRONMENTAL WINDOWS AND RESTRICTIONS. NO ENVIRONMENTAL WINDOW EXTENSION WILL BE GRANTED.
10. STAGING OF MATERIAL OR EQUIPMENT WILL NOT BE PERMITTED ON THE NORTH SIDE OF TANGENT 11 BETWEEN THE TWO PIERS AT APPROXIMATELY STATIONS 10+00 TO STATION 40+00.
11. CONTRACTOR SHALL POST SIGNS AND TEMPORARY FENCES IN AND AROUND ACTIVE ONSHORE WORK AREAS IN ACCORDANCE WITH SPECIFICATION 01 35 26.
12. SURVEYS FOR PLACEMENT ARE REQUIRED PER SPECIFICATION SECTION 02 21 00.
13. CONTRACTOR SHALL CONTACT THE CONTRACTING OFFICER REPRESENTATIVE 5 BUSINESS DAYS IN ADVANCE FOR FINAL BEACH INSPECTION



LEGEND

AREA TO BE DREDGED

OPTIONAL AREA TO BE DREDGED

US Army Corps of Engineers

MARK	DESCRIPTION	DATE

DESIGNED BY: K. MCCARTHY
DRAWN BY: C. HOLDEN
CHECKED BY: K. MCCARTHY
SCALE: 1"=500'
DATE: 9/5/2025
SHEET: 1 of 1
FILE NAME: 1726_Atlantic_Holden Beach Placement.dwg

U.S. ARMY CORPS OF ENGINEERS
WILMINGTON DISTRICT
69 DARLINGTON AVENUE
WILMINGTON, NORTH CAROLINA 28403

ATLANTIC INTRACOASTAL WATERWAY
MAINTENANCE DREDGING FY26 CONTRACT
NORTH CAROLINA

HOLDEN BEACH PLACEMENT

SHEET ID
CN107

RTA

TOWN OF HOLDEN BEACH

ORDINANCE NO. 25-14
AN ORDINANCE AMENDING ORDINANCE 25-11, THE REVENUES AND APPROPRIATIONS ORDINANCE FOR FISCAL YEAR 2025-2026 (AMENDMENT NO. 3)

Be it ordained by the Mayor and Board of Commissioners of the Town of Holden Beach, North Carolina, that Ordinance No. 25-11 appropriating funds for fiscal year 2025-2026 be amended as follows:

PART I **BPART FUND**

REVENUES

DESCRIPTION	**ACCOUNT #**	**AMOUNT**	**ACTION**
FUND BALANCE APPROPRIATED	50.0399.0000	275,000.00	INCREASE
	TOTAL	**275,000.00**	

EXPENDITURES

DESCRIPTION	**ACCOUNT #**	**AMOUNT**	**ACTION**
LWF DREDGING	50.0710.7200	275,000.00	INCREASE
	TOTAL	**275,000.00**	

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 16th day of September, 2025.

ATTEST:

J. Alan Holden, Mayor

Heather Finnell, Town Clerk

Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 9/16/25

FROM: Interim Manager Ferguson (17)

DATE SUBMITTED: 9/7/25

ISSUE/ACTION REQUESTED: Update the CIP with a placeholder for a new fire station.

BACKGROUND/PURPOSE OF REQUEST: Per the direction of the BOC at the last meeting, the CIP has been updated by finance to show a fire station in FY 27/28.

FISCAL IMPACT: (select one)

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

CONTRACTS/AGREEMENTS: (select one)

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

ADVISORY BOARD RECOMMENDATION: N/A

FINANCE RECOMMENDATION: approve revised CIP DM

INTERIM TOWN MANAGER'S RECOMMENDATION: Consider adopting change to CIP.

Capital Improvement Plan

	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FY 31/32	FY 32/33	FY 33/34	FY 34/35	Total Expenses
General Fund Expenses											
Streets Resurfacing:											
Swordfisf, Tuna	157,294										157,294
Lois, Lumberton		95,580									95,580
Charlotte, Heron Landing Wynd			112,482								112,482
Burlington, Gerda, Fayetteville				158,814							158,814
Greensboro					179,820						179,820
Cole S. Cole, Clippership						83,629					83,629
Ferry							120,344				120,344
Marker 55, Shell								86,400			86,400
Stormwater Programs	300,000	1,900,000									2,200,000
Inspection Vehicle					55,000	55,000	55,000				165,000
Police Vehicle		170,000	170,000	255,000	255,000	85,000	170,000		170,000	170,000	1,445,000
Sanitation Dump Truck											-
Backhoe		120,000									120,000
Streets/Sanitation truck			55,000								55,000
FIRE STATION			3,600,000								
General Fund Expense Total	**457,294**	**2,285,580**	**3,937,482**	**413,814**	**489,820**	**223,629**	**345,344**	**86,400**	**170,000**	**170,000**	**4,979,363**
neral Fund Revenue											
General Fund - Operating Revenues	457,294	2,285,580	3,937,482	413,814	489,820	223,629	345,344	86,400	170,000	170,000	8,579,363
Streets Assessment											-
Direct Appropriations Fed/State											-
Stormwater FB Appropriation											-
General Fund Revenue Total	**457,294**	**2,285,580**	**3,937,482**	**413,814**	**489,820**	**223,629**	**345,344**	**86,400**	**170,000**	**170,000**	**8,579,363**

Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 9/16/25

FROM: Planning & Inspections DATE SUBMITTED: 9/2/25

ISSUE/ACTION REQUESTED: Request a date to be set for a public hearing for revisions to Town Ordinance 157.087

BACKGROUND/PURPOSE OF REQUEST: The Planning & Zoning Board voted to approve revisions to Town Ordinance 157.087

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☒

ADVISORY BOARD RECOMMENDATION:

FINANCE RECOMMENDATION:

TOWN MANAGER'S RECOMMENDATION:

CT Follow staff & planning board recommendations.

§ 157.087 BUILDING NUMBERS.

(A) The correct street number shall be clearly visible from the street on all buildings. Numbers shall be block letters, not script, and of a color clearly in contrast with that of the building and shall be a minimum of six inches in height. Numbers shall be provided on each unit in a duplex or multiple unit building and shall consist of the building number with a suffix letter (A, B, C, and the like). ~~Numbers existing on the effective date of this chapter and at least four inches high and clearly visible from the street shall be allowed to remain. Replacement numbers shall comply with this section.~~

(B) Beach front buildings will also have clearly visible house numbers from the strand side meeting the above criteria on size, contrast, etc. Placement shall be on vertical column supporting deck(s) or deck roof on the primary structure. If no such condition exists for the building, or if a clearer line of sight position exists on the building, the numbers shall also be affixed to the primary structure. For buildings with a setback of over 300 feet from the first dune line, a vertical post shall be erected aside the walkway with house numbers affixed. The post shall not exceed eight feet in height above the base of the walkway. The post will be placed on the highest elevation of the walkway within 300 feet of the first dune line. In all cases the numbers must be clearly visible from the strand. Other placements may be acceptable with approval of the Building Inspector.

(C) Structures abutting the Atlantic Intracoastal Waterway, canals, and any public trust waters shall have numbers affixed on the back of the structure or on the end of the dock/pier so as in case of an emergency and per the North Carolina Residential Code Section R319.1

TOWN OF HOLDEN BEACH PLANNING & ZONING BOARD STATEMENT OF CONSISTENCY AND ZONING RECOMMENDATION

The Town of Holden Beach Planning & Zoning Board has reviewed and hereby recommends approval of amendments to Section 157 of the Towns Land Use Section.

After review, the Planning & Zoning Board has found that the recommended amendments are consistent with the adopted CAMA Land Use Plan and are considered reasonable and in the public interest for the following reasons.

Use of Property: The amendment as recommended to be consistent with the North Carolina Building Code regarding the requirement of house numbers to be affixed on structures abutting public ways.

Economic Impacts: The CAMA Land Use Plan Goals and Objectives 3.1; Policies 3.1(A), 3.1(B), 3.1(C) and 3.1(D). The changes will support not alter the current Goals, Objectives, and Policies.

Environmental Impacts: Amendments align with current Goal 3.1 and Objective 3.1 of the CAMA Land Use Plan.

Upon approval by the Board of Commissioners the Comprehensive Plan will be deemed amended and shall not require any additional request or application for amendment.

The statement and Motion were adopted by a 7/7 vote this 26th day of August 2025.

Aldo Rovito, Chairman

ORDINANCE 25-15
AN ORDINANCE AMENDING THE HOLDEN BEACH CODE OF ORDINANCES, SECTION 157.087: BUILDING NUMBERS

BE IT ORDAINED BY the Mayor and Board of Commissioners of the Town of Holden Beach, North Carolina, that Holden Beach Code of Ordinances, Section 157.087 Building Numbers be amended as follows.

SECTION ONE: Amend Section 157.087 as follows (changes in blue):

§ 157.087 BUILDING NUMBERS.

(A) The correct street number shall be clearly visible from the street on all buildings. Numbers shall be block letters, not script, and of a color clearly in contrast with that of the building and shall be a minimum of six inches in height. Numbers shall be provided on each unit in a duplex or multiple unit building and shall consist of the building number with a suffix letter (A, B, C, and the like). ~~Numbers existing on the effective date of this chapter and at least four inches high and clearly visible from the street shall be allowed to remain. Replacement numbers shall comply with this section.~~

(B) Beach front buildings will also have clearly visible house numbers from the strand side meeting the above criteria on size, contrast, etc. Placement shall be on vertical column supporting deck(s) or deck roof on the primary structure. If no such condition exists for the building, or if a clearer line of sight position exists on the building, the numbers shall also be affixed to the primary structure. For buildings with a setback of over 300 feet from the first dune line, a vertical post shall be erected aside the walkway with house numbers affixed. The post shall not exceed eight feet in height above the base of the walkway. The post will be placed on the highest elevation of the walkway within 300 feet of the first dune line. In all cases the numbers must be clearly visible from the strand. Other placements may be acceptable with approval of the Building Inspector.

(C) Structures abutting the Atlantic Intracoastal Waterway, canals, and any public trust waters shall have numbers affixed on the back of the structure or on the end of the dock/pier so as in case of an emergency and per the North Carolina Residential Code Section R319.1.

SECTION TWO: The Town Clerk is directed to forward this ordinance to American Legal Publishing for inclusion in the next published supplement to the Holden Beach Code of Ordinances.

This the _____ day of _____, 2025.

_____
J. Alan Holden, Mayor

ATTEST:

_____
Heather Finnell, Town Clerk

Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 9/16/2025

FROM: Tracey Thomas & Rick Paarfus

DATE SUBMITTED: 9/3/25

ISSUE/ACTION REQUESTED:

Discussion and possible action to direct staff to develop a Request for Qualifications (RFQ) for technical services to develop a comprehensive plan for the Jordan Blvd, Block Q, bridge area and former pavilion properties.

BACKGROUND/PURPOSE OF REQUEST:

There have been several proposals for the development of Block Q with amenities such as a band stand/pavilion, pickle ball courts, boat parking and vehicle parking. However, a comprehensive plan to develop not only block Q but the surrounding parcels (Jordan Blvd, former pavilion site, bridge area) is needed to make the most efficient use of the available properties to provide these amenities. Subsequent construction of these amenities could then be accomplished in phases according to priorities and budget availability. The intent is to allow a professional design firm to bring their expertise and creativity to bear in developing the master plan, considering all the property available. The BOC should provide some initial guide lines for the RFQ but shall not constrain the firm to those guidelines in developing the master plans.

Possible motion: Instruct staff to develop an RFQ for a comprehensive design for Block Q, Jordan Blvd, bridge area, and the site of the former pavilion to be reviewed by the BOC.

FISCAL IMPACT: (circle one)

BUDGET AMENDMENT REQUIRED: NO

CAPITAL PROJECT ORDINANCE REQUIRED: NO

PRE-AUDIT CERTIFICATION REQUIRED: NO

REVIEWED BY FINANCE DIRECTOR: NO

CONTRACTS/AGREEMENTS: (circle One)

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

ADVISORY BOARD RECOMMENDATION: N/A

FINANCE RECOMMENDATION: N/A

TOWN MANAGER'S RECOMMENDATION: N/A

ATTACHMENT

Ocean Isle Town Center Park
Write a description for your map.
Legend
Ocean Isle Beach Playground
Shaka-Laka Bowls of OIB
Zip Line
Playground
Monument
Ocean Isle Beach Playground
Stage
Multiple sitting areas (typ.)
Fountain/splash pad
Town Cir Pk
Large covered sitting area
Dance Floor
Walking Path
Multi pur[ose court
Bocci Ball
Bathrooms & Storage
E 2nd St
E 2nd St
E 2nd St
65
Google Earth
Image © 2025 Airbus
N
100 ft

Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 9/16/2025

FROM: Tracey Thomas & Tom Myers

DATE SUBMITTED: 9/5/25

ISSUE/ACTION REQUESTED:

Discuss and possible action on developing a list of FAQ about the Pier Bond Referendum for the town to send out to its distribution list

BACKGROUND/PURPOSE OF REQUEST:

There will be a referendum on the November 4 election ballot about whether to raise taxes to remove the old pier and build a new one.

The town of HB has held 2 public hearings about the pier referendum (on 8/16/25 and 8/19/25). Both hearings were well attended, and many people spoke. In addition, the town received dozens of emails related to the pier referendum. At the hearings, many people asked questions, but because of the rules, there was no interaction with the BOC and none of the questions were answered.

Since there are still so many unanswered questions, we propose that the HB town send out a list of FAQs to the 'Sunshine' email list.

Attached is a proposed list of questions and answers for discussion.

Possible motion: Instruct staff to send out the pier referendum FAQs to the 'Sunshine' email list

FISCAL IMPACT: (circle one)

BUDGET AMENDMENT REQUIRED: NO

CAPITAL PROJECT ORDINANCE REQUIRED: NO

PRE-AUDIT CERTIFICATION REQUIRED: NO

REVIEWED BY FINANCE DIRECTOR: NO

CONTRACTS/AGREEMENTS: (circle One)

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

ADVISORY BOARD RECOMMENDATION: N/A

FINANCE RECOMMENDATION: N/A

TOWN MANAGER'S RECOMMENDATION: N/A

ATTACHMENT

Pier Bond – FAQ's

1. **What is the referendum for?**

It is only for the demolition and removal of the existing pier and construction of a new pier. It does not cover the debt on the initial purchase, building a pier building, maintenance, or any operating costs.

2. **Can the bond money be used to construct a new pier building?**

No, the bond money can only be used to remove the existing pier and construct a new one. Additional new debt may be needed to construct a building. (Source: Bond Counsel)

3. **Can the bond money be used to pay for the pier property?**

No, the land was purchased in March 2022 at a cost of $3.2M financed at 3.18% over 15 years with an annual debt service cost of $260k. (Source: Audit Reports)

4. **Why do we need to vote on a referendum?**

Issuing General Obligation (GO) bonds (which use taxing authority as collateral) is the best way to fund the construction of a new pier, and General Obligation bonds require a voter referendum. (Source: State Statute § 159-61 (a))

5. **When will we vote on the referendum?**

The referendum will be forwarded to the Brunswick County Board of Elections and appear on the November 4th ballot for voter consideration.

6. **What will the referendum ballot say?**

It will have a YES or NO vote on approving the bonds. The final wording will be set on September 5th , but it is required to state: 1) total amount of the bonds; 2) the amount of the principal and interest payments to pay off the debt; and 3) the amount property taxes would need to be increased to cover the payments. (Source: State Statute § 159-61 (d))

7. **Will all property owners get to vote?**

No, only voters who are registered to vote at Holden Beach, NC can vote on the referendum. (Source: State Statute § 159-61 (a))

8. **Will all registered voters in Brunswick County get to vote on the referendum?**

No, only voters who are registered to vote at Holden Beach, NC can vote on the referendum. (Source: Board of Elections)

9. **How much will it cost to build a new pier?**

The engineer's Not-To-Exceed estimated construction cost is $7.3M. The estimated interest cost of the bond is $4.3M, making the total cost $11.6M. (Sources: HDR report and Town of Holden Beach and bond financial advisor)

10. **Are grants available to pay for the pier?**

Not to our knowledge. Our lobbyist has been working with town staff to search for grant opportunities but none have been available this early on in the process. A PARTF grant of $500k was obtained for the *purchase* of the land in 2022. (Source:Budget Meeting Minutes)

11. **How will this affect my property taxes?**

Taxes will increase 22.6%

Our current tax rate is 14 cents per $100

The new tax rate would be 17.16 cents per $100

The estimated amount of property tax liability increase for each one hundred thousand dollars ($100,000) of property tax value to service the cumulative cost over the life of the bond provided above would be $31.60 per year.

For a home on the island with a value of $1,000,000 estimated cost will be:

($1,000,000 /$100,000) x $31.60 = $316.00 per year

$316.00 x 20 years = $6,320

12. If the referendum fails, can we still build the pier?

Probably not, since it is unlikely, at least in the short-term, that the Local Government Commission would approve an alternate form of financing for a project that did not pass at a General Obligation Bond referendum. (Source: Bond Counsel)

13. Could we use our fund balances to pay for it in cash?

Possibly, but depleting our funds would impact other planned investments like the fire station and beach nourishment. (Source: Holden Beach Town Budget)

14. Could the BOC levy an assessment to pay for it?

Yes, but the BOC would need to go against the will of the voters. (Source: Town Ordinances)

15. If the referendum passes, are we required to build the pier?

No. It is unlikely that the LGC would not approve debt passed at a referendum. The Board of Commissioners would then have to take action to actually issue the bonds in the future and they have discretion as to whether to issue some or all of the bonds or none at all. (Source: Bond Counsel)

16. If the referendum passes, how long can we wait before issuing the bonds?

Seven (7) years.

17. How long is the term of the bonds?

The expected term of the bonds is twenty (20) years.

18. Can we insure the pier against storms?

No, a new pier will be uninsurable for wind or water. (Source: Town of Holden Beach)

19. What is the design of the new pier?

It is a wooden, pedestrian-grade, 996-foot-long pier with a covered "T" at the end – very similar to the design of the original pier, but taller and stronger for better protection from waves. (Source: HDR report)

20. How deep will the water be at the end of the pier?

Between 10 to 20 feet, depending upon the tide, according to beach profile elevation survey conducted by the engineer. (Source: HDR report)

21. How much will it cost to maintain the pier?

The engineer's estimated funding needs for maintenance, preservation, rehabilitation, and major capital replacement projects to extend its life to 50 years is $3.6M, which equates to $72,560 per year on an annualized basis. (Source: HDR report).

22. How much will it cost to operate the pier?

The engineer did not estimate operating costs, but they are anticipated to include water, electricity, insurance (liability, vandalism & fire) and personnel costs for staffing it. (Source: HDR presentation to the BOC)

23. How will the pier generate revenue for the town?

Operating revenues have not been estimated, but are anticipated to include admission and fishing fees, possible increased parking revenues, and possible increased occupancy tax revenues. Any increase in sales tax revenue would be insignificant due to the way it is allocated within the county. (Source: Holden Beach Town Budget)

24. Will the pier generate a profit?

Most likely no, since it is very doubtful if pier revenues will exceed operating and maintenance costs, let alone cover debt service costs. (Source: HDR report on lifecycle costs)

25. Can parking revenue pay for the pier?

All parking revenues are currently being used to pay other expenses, including the debt service cost of the pier property purchase. These expenses would need to be reduced, and/or parking fees increased, before parking revenues could be used to cover a meaningful portion of the debt service cost of the bonds. (Source: Holden Beach Town Budget)

26. Can we save the existing pier?

According to our engineering studies, it would cost more to repair the pier than to replace it, and the old pier does not comply with current building codes and would not be as strong as a new one. (Source: HDR report)

27. How much will it cost to remove the existing pier?

The $7.3M Not-To-Exceed estimate includes removal of the existing pier. There is no cost estimate for removing the existing pier without replacing it. (Source: HDR report)

28. Will there be a new pier building?

Most likely, but there are no viable plans or cost estimates at this time, and the building design is dependent on the design of the pier. There are significant PARTF grant restrictions on what functions the building can support (i.e., it must be dedicated as a recreation site for the use and benefit of the public for a minimum of 25 years). (Source: PARTF Grant Contract)

29. Is a Public-Private Partnership a viable approach to pay for the pier or the building?

It would be a very complex arrangement that must meet the requirements of the PARTF grant and would require Local Government Commission approval. *(Source: NC Session Law 2013-401; House Bill 857)*