



**Town of Holden Beach
Board of Commissioners
Public Hearings/Regular Meeting**

**Tuesday, May 20, 2025
5:00 PM**

**Holden Beach Town Hall
Public Assembly**



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS' PUBLIC HEARINGS/REGULAR MEETING
HOLDEN BEACH TOWN HALL – PUBLIC ASSEMBLY
TUESDAY, MAY 20, 2025 - 5:00 P.M.**

PUBLIC HEARINGS:

(Pages 50 – 60)

Ordinance 25-05, An Ordinance Amending the Holden Beach Code of Ordinances, Section 157.006 Definitions

Ordinance 25-06, An Ordinance Amending the Holden Beach Code of Ordinances, Section 157.060 Residential District (R-1)

Ordinance 25-07, An Ordinance Amending the Holden Beach Code of Ordinances, Section 157.085 Relocation Of Buildings

REGULAR MEETING:

1. Invocation
2. Call to Order/ Welcome
3. Pledge of Allegiance
4. Agenda Approval
5. Conflict-of-Interest Check
6. Approval of Minutes
 - a. Minutes of the Special Meeting of April 8, 2025 (Pages 1 – 4)
 - b. Minutes of the Regular Meeting of April 15, 2025 (Pages 5 – 15)
 - c. Minutes of the Special Meeting of April 17, 2025 (Pages 16 – 19)
7. Public Comments on Agenda Items
8. Discussion and Possible Action on Securing Bond Counsel and a Financial Advisor for a Possible Referendum – Scott Leo, Parker Poe & Andrew Carter, DEC Associates (Interim Town Manager Ferguson) (Pages 20 – 28)

9. Update on Town Manager Recruitment Process from S. Renee Narloch – Town Clerk Finnell (Interim Town Manager Ferguson) (Page 29)
10. Police Report – Chief Dixon (Pages 30 – 35)
11. Inspections Department Report – Inspections Director Evans (Pages 36 – 39)
12. Finance Department Report – Finance Director McRainey (Pages 40 – 42)
13. Interim Town Manager's Report – Interim Town Manager Ferguson (Pages 43 – 45)
14. Discussion and Possible Action on Police Department Incentive/Retention Items – Chief Dixon (Interim Town Manager Ferguson) (Pages 46 – 47)
15. Consideration and Possible Action on Block Q Professional Services – Interim Town Manager Ferguson (Pages 48 – 49)
16. Discussion and Possible Action on Revisions to Holden Beach Code of Ordinances Chapter 157, Zoning Code – Inspections Director Evans (Interim Town Manager Ferguson) (Pages 50 – 60)
 - a. Ordinance 25-05, An Ordinance Amending the Holden Beach Code of Ordinances, Section 157.006 Definitions
 - b. Ordinance 25-06, An Ordinance Amending the Holden Beach Code of Ordinances, Section 157.060 Residential District (R-1)
 - c. Ordinance 25-07, An Ordinance Amending the Holden Beach Code of Ordinances, Section 157.085 Relocation Of Buildings
17. Report on Lockwood Folly Dredging History and Future Plans - Interim Town Manager Ferguson (Pages 61 – 62)
18. Discussion and Possible Action on ADA Completion Agreement – Inspections Director Evans (Interim Town Manager Ferguson) (Pages 63 – 68)
19. Discussion and Possible Action on Ordinance 25-08, An Ordinance Amending the Holden Beach Code of Ordinances, Chapter 72: Parking Regulations – Town Clerk Finnell (Interim Town Manager Ferguson) (Pages 69 – 72)
20. Discussion and Possible Action on Ordinance 25-09, An Ordinance Adopting a Supplement to the Holden Beach Code of Ordinances (Supplement 18) – Town Clerk Finnell (Interim Town Manager Ferguson) (Pages 73 – 75, Separate Packet)
21. Discussion and Possible Selection of a Date to Hold a Public Hearing on the Proposed Budget for Fiscal Year 2025 – 2026 – Town Clerk Finnell (Interim Town Manager Ferguson) (Page 76)
22. Consideration and Possible Action to Approve Proposals for Harris Local Government Print and Mail Services – Finance Director McRainey (Interim Town Manager Ferguson) (Pages 77 – 89)

23. Consideration and Possible Action to Approve Contract for LCC Telecom Services – Finance
Director McRainey (Interim Town Manager Ferguson) (Pages 90 – 109)

24. Public Comments on General Items

25. Mayor's Comments

26. Board of Commissioners' Comments

27. 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 May 20, 2025.



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS
SPECIAL MEETING
TUESDAY, APRIL 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, April 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; Police Chief Jeremy Dixon, Lieutenant Frank Dilworth, Public Works Director Chris Clemmons; Public Works Supervisor Chris Benton, Inspections Director Tim Evans; and Finance Director Daniel McRainey.

Mayor Holden called the meeting to order.

PUBLIC COMMENT

No comments were made.

DISCUSSION AND POSSIBLE ACTION ON STREET PAVING BIDS (SAND DOLLAR DRIVE AND HERON DRIVE)

Public Works Director Clemmons explained Right Angle Engineering solicited bids for the street paving of Sand Dollar Drive and Heron Drive. The low bid was from Highland Paving in the amount of \$149,500. He reviewed the bids received and answered questions from the Board.

Motion by Commissioner Smith that we approve the contract for Highland Paving to take care of our paving on Sand Dollar and Heron Drive; second by Commissioner Paarfus.

Mayor Pro Tem Myers asked why this is so urgent that it was added to this meeting instead of the Regular Meeting. Public Works Director Clemmons responded Highland Paving has a timeslot coming up within the next couple of weeks. Interim Town Manager Ferguson asked that the motion include complete the associated paperwork.

Commissioners Smith and Paarfus both agree to include that the town manager complete the associated paperwork. The amended motion passed unanimously.

BUDGET WORKSHOP

Interim Town Manager Ferguson said the packets include the goals and objectives as staff understands were agreed on by consensus from the last meeting. Today kicks off exploring expenditures. Salaries are included based on a 2.5% merit and 2.5% COLA. People coming off their probationary period are also reflected in the salary lines.

Commissioner Paarfus said one of the Board's goals is that the capital reserve for water and sewer will meet our future needs. He asked if there is a budget need to work on that goal. Rates and future needs were discussed. Interim Town Manager Ferguson explained Public Works Director Clemmons has been working on an analysis of other communities that will be presented to the Board during the combined revenues/expenditures meeting. She doesn't think we will need contracted services for this.

The Board reviewed Governing Body Expenses. Finance Director McRainey provided information regarding Debtbook. The new camera system was discussed. Town Clerk Finnell explained she received a quote to add to the new system. Funds were added for the upcoming budget in case more small improvements need to be made. Town Hall Ops, Maintenance and Repair include funds for generator maintenance.

Finance Director McRainey explained that Financial Advisory under Admin Expenses includes funds for the bond counsel in case a need comes up.

Funding for the proposed initiatives for retention and recruitment are included in the proposed Police Expenses. Chief Dixon provided information on the Federal L.E.S.S. program. The Police Department plans on getting rid of a Humvee and getting a different vehicle. The other Humvee has been painted.

Half of the cost for the Town Hall and parks landscaping contract is covered under Building & Grounds in the Public Works, Street, Building and Grounds Expenses and the other half is taken from the BPART Fund. Public Works Director Clemmons explained they are working on a bulkhead at Sand Dollar right now and how the bulkhead program works. Street sweeping and sidewalks were discussed.

The Corps' stormwater project was discussed. Interim Town Manager Ferguson said the Town has not committed yet, but it is the only federal funding stream. You have to do a partnership with the Corps for the \$2.2 million Disaster Relief Funds. Representatives from the Corps are supposed to come to the May meeting. They will have a draft partnership agreement for the Board to consider. It is for the 300 block, the east end of Mullet and the east end of Avenue A. Commissioner Thomas said there are other state opportunities coming up and suggested removing the word Corps from the description. Interim Town Manager Ferguson said we can remove the word Corps. The reason for the \$300,000 number

is that of the \$2.2 million price tag, the engineer thinks that is the amount we could get through next year. Mayor Pro Tem Myers would like Corps to be removed.

The Rollback service shows half in the BPART Fund and half in Sanitation.

Interim Town Manager Ferguson provided information on new and replacement garbage cans. That expense is in the BPART Fund.

Interim Town Manager Ferguson said she thinks when the Board sees revenues versus expenditures in the Operations' budget next time, they will see a need for a change. It will be validated by the research Public Works Director Clemmons has completed. Public Works Director Clemmons said the generator at station 1 is not working properly. If he can, he will get it repaired. If not, he doesn't want to go into storm season without a properly working generator. Purchasing a generator, the amount remaining in the current budget and purchasing more stock were discussed. Operation and Maintenance Vacuum System didn't add a factor for tariffs. The vacuum truck will be paid off in the upcoming budget. Public Works Director Clemmons doesn't think it would need to be replaced any sooner than five years.

Under BPART Expenses, Interim Town Manager Ferguson detailed the annual monitoring provided for under Professional Services. Funds are needed for surveys required by FEMA if there is a storm. An active storm season is predicted. Funds under Professional Services are for ATM to do an analysis. Coastal Geomatics sets the transects and runs them, that is under Shoreline Monitoring. She provided information on transects and monitoring.

Attorney fees are split between the departments.

The Ward & Smith contract amount didn't change. A portion of the contract was paid from the canal dredging fund last year. It is no longer being paid from there this year because they are not working on that as a federal priority.

For the concert venue, staff used Ocean Isle's number for their dance floor and stage, inflated by 3%. Commissioner Paarfus suggested using 8% to escalate the amount, which seems to be a standard construction cost escalation number. After discussion, Interim Town Manager Ferguson will increase it by 8% over their number. It will decrease the Available to Appropriate number.

Interim Town Manager Ferguson needs Board direction concerning funds for the pier. There is \$90,000 in there to finish engineering. How to move forward was discussed.

After discussion, Interim Town Manager summarized that initially the 441 Professional Services included \$90,000 for the engineer. She has been asked by consensus to add another \$90,000 in anticipation of potentially going to design specifications and following up with the engineer to see if that is an appropriate number for next week's discussion. In turn,

Available to Appropriate will go down to account for that and also for the increase for the concert venue. Mayor Pro Tem Myers suggested taking the Pier Reno and Repair line out..

Canal funds are there so they can be shovel ready for projects.

ADJOURNMENT

Motion by Commissioner Paarfus to adjourn at 6:23 p.m.; second by Commissioner Thomas; approved by unanimous vote.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS
REGULAR MEETING
TUESDAY, APRIL 15, 2025 – 5:00 P.M.**

The Board of Commissioners of the Town of Holden Beach, North Carolina met for a Regular Meeting on Tuesday, April 15, 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; Police Chief Jeremy Dixon; Inspections Director Tim Evans; Finance Director Daniel McRaney; and Town Attorney Sydnee Moore.

Mayor Holden presented the invocation and called the meeting to order.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

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

CONFLICT-OF-INTEREST CHECK

No conflicts were disclosed.

APPROVAL OF MINUTES

Motion by Commissioner Paarfus to approve the minutes (Special Meeting of February 27, 2025, Special Meeting of March 13, 2025 and Regular Meeting of March 18, 2025), second by Commissioner Thomas; approved by unanimous vote.

PUBLIC COMMENTS ON AGENDA ITEMS

John Woods spoke in support of the Town's application for the N.C. Resilient Coastal Communities Program. He said the SeaSide at Winding River community is attempting to get the Department of Transportation (DOT) to reinstate the engineered swale that was installed in 2016 as part of the stormwater plan for the west parking lot construction at 162 Ocean Boulevard East. He asked that a Town representative attend a meeting with the DOT.

Keith Smith spoke about the need for boat parking at Block Q.

Joe Utly spoke about his concern about handicap parking.

Becky Greene said she is frustrated with the misinformation circulating on the Holden Beach Happenings website. She said the commissioners are getting the facts to make an informed decision. She doesn't support parking on Block Q.

Peter Freer said he is confused about the recent town hall event that was held at Block Q by Keith Smith. He thinks parking around the perimeter at Block Q is sufficient.

Ryan Williams asked the Town to be involved and support putting a boat ramp on the mainland. He asked the Town to keep parking for the current boat ramp on the island.

HDR ITEMS

Interim Town Manager Ferguson introduced Will Fuller and Bill Kincannon from HDR. She said at the March meeting, the Board voted to move away from the repair option and to a rebuild option only for the pier as recommended by HDR. They have some follow-up questions in order to proceed with the plan. The revised scope and final structural analysis report was included for the Board's review.

Mr. Fuller explained relating to timber, hybrid and concrete, with the cost estimates, you should expect to see two – three times increase with each upgrade in the structure material. He said with concrete, you would have more drivability with the concrete piles. You wouldn't have as much of an issue with potential splitting when you drive in the piles. You would be able to drive the piles deeper, which would give more structural security. He explained you would not have the potential for warping like you would with timber. There is also a savings in potential hazards. Concrete also allows better suitability for top-down construction. Mr. Fuller said a hybrid would be a concrete substructure with a timber superstructure. He provided details on the hybrid design and explained the benefits of that type of design. He said having a concrete or hybrid design will have much more favorable maintenance and will increase the service life. Mr. Fuller provided information on top-down versus land-out construction. HDR is looking for guidance if the Town would like to pursue a concrete or hybrid pier. Currently, they are looking at land-out construction. If they could do a top-down design, top-down construction would be the recommended methodology.

HDR answered questions from the Board. Mr. Fuller doesn't know the cost differential at this point. It will come back to the roughly two to three times. Mr. Kincannon provided estimates on recent historical data. A rough ballpark for wooden piers would be \$3,000 – \$7,000 per linear foot, \$10,000 – \$15,000 per linear foot for hybrid and the \$20,000 – \$25,000 range for concrete. Design, loads, methodology, construction and maintenance were discussed.

After discussion, the Board would like to look at a timber design, to today's code in the most economical manner, built to 1,000 feet with a "T" structure on the end. Inspections Director Evans added he would like to see it be taller. Construction windows were discussed. The

Board would like to work straight through once work begins, without stopping for the summer season. Inspections Director Evans explained a major permit will need to be obtained.

Motion by Commissioner Thomas to approve the contract and to instruct the staff to execute it; second by Commissioner Smith.

Commissioner Dyer asked if demolition is included. Mr. Kincannon said it could be priced and provided. Mr. Fuller talked about the design area. He believes the cost estimates should include demolition.

Interim Town Manager Ferguson said initially HDR was contracted by the Town to explore both a repair and rebuild option. At the last meeting, the Board moved away from repair. The contract that the Board is voting on takes it down from the original cost which had both options down to \$198,620. The Board came to a consensus to proceed with timber only, to be built land out, will have a "T" structure on the end and go the full 1,000 feet for the design.

The motion passed by unanimous vote.

POLICE REPORT – CHIEF DIXON

- We are picking up and seeing the crowds.
- This weekend is Easter weekend. Asked everyone to slow down and drive careful.
- Next week is Days at the Dock. There will be a huge crowd.
- LSVs must follow state law.
- Pets on the strand ordinance comes into effect May 20th.

INSPECTIONS DEPARTMENT REPORT – INSPECTIONS DIRECTOR EVANS

- Busy, went over the numbers on the report. When remodels and repairs go up and the number of new construction goes down, it is an economic indicator.
- Steady and staying busy.

FINANCE DEPARTMENT REPORT – FINANCE DIRECTOR MCRAINEY

- Went over the numbers in the report. Some entries need to be made.
- In the Water & Sewer Fund, there is a big debt expense coming up in April.
- Parking revenue is up approximately \$83,000 over last year.
- Pump Station 2 grant money is not shown on the report, but can be seen on the website.

INTERIM TOWN MANAGER'S REPORT – INTERIM TOWN MANAGER FERGUSON

- Greensboro Lift Station – the Buy America Build America waivers came through from the EPA on March 20th. Reviewed items completed to date.
- Block Q Restrooms and Parking – held a pre-construction meeting with the contractor on April 3rd. Staff has been completing preconstruction utility locates. We are

accomplishing as much as we can before June 30th. Getting an updated number that is anticipated for after June 30th so it may change the amount in the packets for the meeting on Thursday. The extension on the timeline for the grant has been applied for.

- Employee Updates – Ryleigh Gleason is the new receptionist and Chris Thompson who started his career with us and then went to the Highway Patrol has moved from part time to full time status with the Police Department. John Bajkowski has a conditional offer of employment for the Police Department.
- Ocean Boulevard Stormwater – staff meet with the Corps regarding understanding the timing and scope of the project. This part of the project would be for the 300 block of Ocean Boulevard and the east end of Mullet/Avenue A. The Corps plans to attend the May meeting to brief the Board. There have been discussions with McGill to understand permitting and design requirements for next fiscal year.
- Pier Site – pier building was removed per last month's bid award.
- Washington, D.C. Trip/Federal Priorities – it was a productive trip that was a combination of the American Shore and Beach Preservation Association Conference and a visit to Capital Hill. Reviewed meetings attended.
- Sand Matters – it was a workshop held to explore regional sediment management. She and Mayor Pro Tem Myers attended.
- Canal dredging and beach annual maintenance surveys are underway. Last year Coastal Geomatics billed the Town at the end of the year but the bill for the beach surveys did not get processed before closeout which means they were paid in July for April's work. Money has been moved from the Raking/Tilling line to the Shoreline line to pay for the work.
- Reviewed her objectives status report.

CONSIDERATION AND POSSIBLE ACTION ON BEACH SAFETY WARNING STATIONS

Interim Town Manager Ferguson said that Attorney Moore's feedback was the Town just needs to understand annual maintenance costs. She introduced Assistant Fire Chief David Ward. Assistant Fire Chief Ward said in the short term the Fire Department would cover maintenance. After the first couple of years if it works fine, they will continue to do so. The stations would be located every 600 feet. They may not be at all accesses so they would have informational signs at public accesses that can be scanned. Their focus is on prevention. He showed samples. The Fire Department will inspect the stations daily. They will take them up at the end of the season and during storm events. They would love to have them up by Memorial Day, but it will come down to supplier availability.

Motion by Commissioner Paarfus to proceed with the partnership with the Fire Department; second by Mayor Pro Tem Myers; approved by unanimous vote.

DISCUSSION AND POSSIBLE ACTION ON MASTER PLANNING FOR THE JORDAN BOULEVARD AND BLOCK Q AREA BEGINNING WITH BLOCK Q IN THE INITIAL PHASE

Commissioner Thomas would like to have a discussion on the master plan for Jordan Boulevard and Block Q, beginning with Block Q in the initial phase. We have it in our master

plan. We should consider starting it this year because there is some money left in the architect's budget. There have been several proposals for amenities for Block Q coming from the Parks & Recreation Advisory Board (PRAB). They recommended that the bandstand be located there and four pickleball courts. The amenities to consider for Block Q should include but are not limited to a new bandstand, dance floor/lawn seating area for concerts and our pickleball courts. She is not proposing that the parking for boats around the perimeter of Block Q be changed. She hopes that can be kept in the design as the Town moves forward. Commissioner Thomas said the Town could work towards a larger master plan next fiscal year that would include Jordan Boulevard, the old pavilion area and whatever else they want to do not limited to boat parking and optimal car parking.

Motion by Commissioner Thomas to instruct the staff to work with the current architect to move forward on coming up with a Block Q design that includes a bandstand, four pickleball courts, dance floor/lawn seating, second by Mayor Pro Tem Myers.

Commissioner Paarfus said in his mind the goal of this task was to start fleshing out guidelines so the Board could eventually hire a design firm. The intent is to allow the design firm to bring their creativity and expertise in developing a master plan. He provided examples of what the Board could decide. To him the action is for the Board to start discussing this so a design firm can figure out what to do with the area. Commissioner Smith said he doesn't think adding a couple of pickleball courts is a bad idea. He said it goes back to a few years ago when they were told they didn't want boat parking because they didn't want pavement or gravel. Now, the Board is talking about putting four pickleball courts which are solid cement. Commissioner Smith doesn't see what the big change of heart is, but he is willing to look into it. Reality is to pay for all of this, we need paid boat parking. He said the size can be reduced, the angle changed and there will still be room for a pickleball court. He said before the Board makes a decision, he thinks it would be advantageous to get input from residents and taxpayers. He talked about the difficulty of parallel parking a boat trailer. He suggested looking at the original plans. There is plenty of room to add pickleball courts.

Interim Town Manager Feguson said right now the architect is working on the restroom in the main triangle part of Block Q. If the Board were to look at the second phase, it is a larger scope of work that would require it to go out to bid. She thinks the goal today was to see if there was a way to move towards being more position ready for a concert facility when the fiscal year started, versus having planning occur after the fact. Commissioner Smith said boat parking and the perimeter parking brings in revenue. Mayor Pro Tem Myers said they had boat parking around the right-of-way (ROW). He has a Google Maps photo that shows 37 boats parked in the perimeter, in the ROW. He said his objection when the plan came up was that it would go down from the 37 spots to only 15. He said the way he is hearing it now is that the Town would leave space in the ROW for those spots, the way it has been. He would like to get a concert setup and would like it setup to not prohibit other recreational amenities. Mayor Pro Tem Myers explained why he would like to move forward with the concert venue. Commissioner Paarfus said his concern is if the Town puts another structure there, it will add a constraint for someone to do a design. He understands the facilities we currently have are not perfect and that the Town can do something better, but he doesn't think we are broken right now. Commissioner Paarfus said his thoughts are that the Town should take a pause

and let a designer give the Town the best thing for the whole area. Commissioner Dyer said Block Q has been on pause for two years. She thinks it is essential to get a bandstand. She said the boat parking plan that the Board had was adding spots. It wasn't going to remove the spots around the perimeter. There is the Wildlife ramp there that doesn't cost the Town anything to maintain and the Town owes it to the community to add boat parking. She said the biggest argument was that they didn't want paving. She said they struck the boat parking because they didn't want pavement and now there will be pavement for pickleball courts. Commissioner Dyer said they need to get the concert venue. The PRAB has done multiple plans for the property and have done an excellent job and she thinks the Town needs to get moving on it.

Interim Town Manager Ferguson reviewed potential paths forward.

Commissioner Thomas said the PRAB came and said the only place on the island to add pickleball is Block Q so if they want pickleball then that is where it would have to be. She thinks the bandstand makes sense on Block Q since bathrooms are there. For the boat parking she drove by that area three times a week and never saw more than three to five boat trailers outside the state area, besides the 4th of July. Commissioner Thomas doesn't think the Board needs to provide 15 spots in Block Q but is okay with perimeter parking. She is also okay with looking at additional parking under the bridge. The Board further discussed how to move forward. Commissioner Paarfus suggested moving the pickleball courts where the playground is and moving the playground to Block Q.

Commissioner Thomas would like to add to the motion that it could be done in phases so they can just do the bandstand.

Interim Town Manager Ferguson said she thinks you could start with the concert venue and then look at phasing in other amenities as they are explored more. Part of instructing the staff would be for her to get a cost estimate for pursuing a concert venue.

Mayor Pro Tem Myers agreed to amendment. The motion passed by a 4 – 1 vote with Mayor Pro Tem Myers and Commissioners Smith, Thomas and Dyer voting for the motion and Commissioner Paarfus voting in the negative.

The Board took a recess from 7:00 p.m. – 7:07 p.m.

DISCUSSION AND POSSIBLE ACTION REGARDING THE APPLICATION TO THE N.C. RESILIENT COASTAL COMMUNITIES PROGRAMS FOR PHASES 1 AND 2

Mayor Pro Tem Myers said the Resilient Coastal Communities Program is from the Division of Coastal Management. They are accepting applications for their program. If accepted, they will provide assistance to develop Community Engagement and Risk and Vulnerability Assessment (Phase 1) and Planning, Project Identification and Prioritization (Phase 2) at no cost to the Town. It would help the Town address resiliency on the island. The deadline for the application is April 25th. This would be in addition to the stormwater.

Motion by Mayor Pro Tem Myers that we direct staff to complete and submit the application for Phase 1 and Phase 2; second by Commissioner Thomas.

Commissioner Paarfus said he thinks it is a good program and thinks the Town needs to make application but is concerned about the staff workload and other commitments. He would prefer that we ask the staff to make the best effort to get the application in. Other higher priority things may prevent it from getting there. Commissioner Smith agreed with Commissioner Paarfus. Mayor Pro Tem Myers said he is willing to amend the motion. Interim Town Manager Ferguson appreciates the leeway. She has been working on it and feels confident that between her and the Inspections Department, they will get the application turned in. Commissioner Dyer asked if this would affect our relationship with the current engineers. Interim Town Manager Ferguson said no, but you can list an engineer the Town currently partners with. She said the Town could list all our current partners or a specific one. If you don't list a partner, they match you with someone. After discussion, Interim Town Manager Ferguson said if there is space, she will list all the Town's current engineers.

The motion passed unanimously.

DISCUSSION AND POSSIBLE APPROVAL OF ORDINANCE 25-04, AN ORDINANCE AMENDING HOLDEN BEACH CODE OF ORDINANCES CHAPTER 154, FLOOD DAMAGE PREVENTION

Inspections Director Evans said this is a text amendment to our NFIP. It doesn't require a public hearing. It went to the Planning & Zoning Board (P&Z). They approved it. It is a text amendment to go from 150 square feet for an accessory structure to 100 square feet. The change puts us within the NFIP guidelines and changes an error that was left in our floodplain ordinances when it was revised in 2018. This was recommended by our partners in FEMA and NC Public Safety. There is a consistency statement that goes along with it.

Motion by Commissioner Thomas to accept the approved revisions (Ordinance 25-04, consistency statement); second by Mayor Pro Tem Myers.

Commissioner Smith asked what it would even be. Inspections Director Evans answered it would be a storage shed, but it is rare that you could even have one.

The motion passed unanimously.

DISCUSSION AND POSSIBLE ACTION TO SET A DATE FOR A PUBLIC HEARING FOR REVISIONS TO HOLDEN BEACH CODE OF ORDINANCES CHAPTER 157, ZONING CODE

Section 157.006 Definitions: The proposed ordinance closes a loophole and ensures that required parking spaces remain for the life of a structure. He showed an example to support the proposed change. Inspections Director Evans explained the procedure for people who would be considered non-conforming.

Motion by Commissioner Thomas to have the public hearing before the next meeting; second by Commissioner Paarfus.

The consensus of the Board is to hold the public hearing at 5:00 p.m.

Section 157.060 Residential District (R-1): Inspections Director Evans explained our ordinance is very unfriendly towards people who want to install a cargo lift. A lot of people get turned down by the Planning & Inspections Department based on the current rules. It is a hardship and ends up at the Board of Adjustment (BOA). The BOA asked to have the ordinance reviewed. He reviewed the verbiage of the proposed amendment. P&Z already approved this and signed a consistency statement.

The Board agreed by consensus to add this to the other public hearing.

Section 157.085 Relocation of Buildings: Inspections Director Evans said this was a BOA and planning staff request. It is an expensive endeavor for a homeowner when they go to move a home and it is unnecessary. The NC Building Code governs structures, how they are set and permitting. The Town can't supersede the Building Code. Currently, you are required to go to the BOA to get approval to move a house. Then they go the Inspections Department for plan review. The proposed change eliminates the need to go before the BOA.

The Board agreed to add the public hearing to the next meeting.

DISCUSSION OF FORMING A SUBCOMMITTEE TO DISCUSS POSSIBLE RESOLUTIONS FOR GRAVEL IN PEDESTRIAN PATHWAYS

Inspections Director Evans said P&Z would like permission to form a committee so they could study what needs to be done to prevent the rocks in the bike lane and sidewalks. Commissioner Thomas recommended that the Board ask P&Z to figure it out. The Board discussed letting P&Z form a committee.

Motion by Commissioner Paarfus to direct Planning & Zoning to form a Community Advisory Committee following the Town policy, noting that any engineering costs will require separate budget action; second by Commissioner Dyer.

Commissioner Thomas asked if P&Z can come to the Board and ask for engineers if they need them. Inspections Director Evans thinks it would be the same process for the subcommittee and P&Z.

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

PUBLIC COMMENTS ON GENERAL ITEMS

Joy Rankin is excited about the beach safety stations. As a boat owner, it is difficult to parallel park a trailer and hopes that will be taken into consideration when looking at spaces. She also would like to see the Board support the boat ramp on the mainland.

Jonathon Austin appreciates Board working together. He talked about boat parking and provided information on private partnerships.

Martie Arrowood said they need trash cans on the east end. She stated Martha Myers put a very positive post on Facebook about the ADA compliance areas She said good job to Inspections Director Evans.

Keith Smith said he did a community service project with his daughters to clean up sidewalks and suggested the Town maybe can tackle the sidewalks as a community project. He didn't hear anything about funding during the pier conversation. He provided his suggestions for funding.

MAYOR'S COMMENTS

- Hopes everyone has a happy and safe Easter.

BOARD OF COMMISSIONERS' COMMENTS

Mayor Pro Tem Myers

- Thanks for coming. Thanks for being involved and getting engaged.

Commissioner Smith

- Thanked everyone for coming out tonight.
- Enjoy this Easter season and remember why we are celebrating. It is a wonderful time of the year. The kids are on spring break. Please be careful because we will be back into the kid season and they will be out and about everywhere.
- Thanked fellow commissioners. Feels like we have a unified direction to keep moving forward. A pier is important to Holden Beach's history, as well as the future.

Commissioner Thomas

- Wanted to share for the record that Lisa Ragland dropped her frivolous lawsuit last Friday because she knew that she was going to lose after she saw our attorney's motion to dismiss which was scheduled to be heard at the same time as the preliminary hearing. She wasted thousands of taxpayers' dollars. All of the work was done by the attorneys before the Friday of the court date. At best, she saved a few hundred dollars. She has publicly stated that she will continue to fight the Town which will require us to spend more of your taxpayer dollars on attorney fees.
- Mayor Holden announced to the media that he thinks eventually the pier could be put to referendum due to the cost. Thinks it is a great idea and we should plan on going down

that path so the voters and taxpayers get to make the decision of if they want to pay for the pier, instead of five people.

- Thanks for coming out tonight.

Commissioner Dyer

- Getting closer and closer to the budget. Thinks our interim town manager is doing an excellent job working on the budget. Thinks that proves she is the best candidate for the job. Last she checked on the website it has not been posted. It says more information to come. Thinks we are wasting our time. She continues to strongly support her as the best candidate for town manager.
- The destruction of the pier building was a sentimental thing for a lot of people. Knows the building was in bad shape and doesn't disagree that it needed to be demolished, but wanted it demolished with a plan to replace it. Still thinks a public private partnership (PPP) is the best way to go. Never explored the options for that. Glad HDR came in and we had a productive conversation. Concern is we don't have enough money to replace the pier, doesn't know why the option to repair it isn't there. Doesn't think we should tear down the pier if we can't afford to replace it. Could also visit a PPP for the pier as well.
- Hopes we move forward with the concert venue. It has been two years and it seems that every project has been stopped. Thinks we need to move forward with a concert venue and give the people a place to enjoy concerts this summer.
- Thank you for coming out.

Commissioner Paarfus

- Thanked staff for completing all actions required for the ADA agreement. Staff was handed some lemons and made some mighty fine lemonade. Strongly supports and encourages the interim town manager to consider how we might recognize everybody that was involved in achieving this important accomplishment. It is a job well done.
- Happy Easter.

Interim Town Manager Ferguson said at the Town's birthday party, we did an exercise that we asked people what you like about Holden Beach. Read some of the responses. Right now, the community is very divided. Let's focus and take the time to look at the core of humanity, be kind. She said to get up in the morning and ask yourself what you can do for the Town, instead of working against each other. Wants to get back to the small-town vibe of love and friendship.

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

Motion to go into Closed Session by Commissioner Thomas at 7:53 p.m.; second by Mayor Pro Tem Myers.

Town Clerk Finnell read the reason for Closed Session.

The motion passed by unanimous vote.

OPEN SESSION

The Board went back into Open Session at 9:01 p.m.

ADJOURNMENT

Motion to adjourn by Commissioner Thomas at 9:01 p.m.; second by Commissioner Paarfus; approved by unanimous vote.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS
SPECIAL MEETING
THURSDAY, APRIL 17, 2025 – 5:30 P.M.**

The Board of Commissioners of the Town of Holden Beach, North Carolina met for a Special Meeting on Thursday, April 17, 2025 at 5:30 p.m. Present were Mayor Pro Tem Tom Myers; Commissioners Rick Smith, Tracey Thomas, Page Dyer and Rick Paarfus; Interim Town Manager Christy Ferguson; Town Clerk Heather Finnell; Public Works Director Chris Clemmons; Public Works Superintendent Chris Benton; Inspections Director Tim Evans; Police Chief Jeremy Dixon; and Finance Director Daniel McRaney. Mayor J. Alan Holden was unable to attend the meeting.

Mayor Pro Tem Myers called the meeting to order.

PUBLIC COMMENT

No comments were made.

BUDGET WORKSHOP

Interim Town Manager Ferguson reviewed the budget calendar, common themes for objectives and budget priority areas. The budgets for the General Fund, BPART and Canal Dredging are shown as balanced. The expenses in the Water and Sewer Fund are currently outpacing revenues. Public Works Director Clemmons has suggestions towards rate structure discussion. Challenges for this budget include unknown assistance from other levels of government and inflation. The budget aligns with the Board's outlined priority areas.

The proposed General Fund budget is at \$4.8 million. Highlights include \$300,000 stormwater design and permitting towards the two areas discussed previously; police restructuring; additional certifications for personnel; annual street paving; \$100,00 transfer to the Beach Inlet Capital Reserve Fund (BICRF); \$69,396 as Available to Appropriate and ballistic vests for the Police Department.

The BPART number has changed as far as Available to Appropriate and what there is to transfer to the sand fund because we were waiting on the number for what will not be accomplished for the Block Q bathroom this year and the \$90,000 the Board discussed at the last meeting to have HDR take the pier project to design. HDR said the number would be \$175,000, not \$90,000. Highlights to be accomplished in the proposed BPART budget are

new playground equipment; dock dredging; concert venue; finish Block Q restroom; and start pier design bathroom. It was \$600,000 transfer to the BICRF and \$94,581 Available to Appropriate. Now, there is no Available to Appropriate.

Dredging at the boat dock and the transient boat dock were discussed. We can look for grant funds to complete the dredging.

The Canal Dredging Fund budget stays shovel ready by canal subdivision.

The Water and Sewer Fund has a deficit. Highlights include decreased collection for new builds; a cooling solution for lift station 1; a ventilation solution for lift station 4; decreased amount of water taps for new homes; the sale of 796 OBW; and projection in sewer use charges going down.

Public Works Director Clemmons explained he thinks the Town needs to look at a rate structure to see what we need to account for the shortfall. He has looked at nearby communities. There are several ways it can be done. Current projections, changing the rates and future needs to include a water tower were discussed. Public Works Director Clemmons said we do not need a new generator this year. Inspections Director Evans provided information on high flow fixtures that will now be allowed by executive order. Public Works Director Clemmons said we also need to look at sewer rates. Adding an inflation factor was discussed. The proposed rates for the next meeting will reflect charging for the 2,000 gallons that is currently included in the base charge.

Water and Sewer Fund revenues and expenses were discussed.

Under General Fund, the tax collection rate and Interest on Savings and Investments were discussed. Parking violations were discussed. Staff will review that number. Building revenues were reviewed. Fund Balance Appropriation was the transfer to the Beach & Inlet Fund.

Under Governing Body Expenses, Professional Services were increased a little but not enough to cover a lawsuit. Available to Appropriate is available if needed. This is an election year, so the expense to have the Board of Elections conduct the election is shown. Available to Appropriate and the terminated contract obligation were reviewed. Certifications and staffing in the Inspections Department were discussed.

Public Works Director Clemmons detailed what is taken from the Communications line in the Water Admin Expenses.

Under the BPART Fund, parking and occupancy tax revenues were discussed. For expenses, the Rothschild Davis Park line was discussed. Expenses and replacement options for the playground were reviewed. Interim Town Manager Ferguson will explore options for grants for playground equipment. There are also playground funds in Capital Improvement Plan (CIP). Block Q Professional Services expenses are to do the next part of the master plan for Block Q. This fiscal year we are starting with the planning for concerts. The contractor for Block Q

thinks only 60% of the bathroom project will be completed this year. The new number that will be needed for that line in the proposed budget will be \$278,575 to complete the bathrooms and to pay the sewer share fee back. Interim Town Manager Ferguson said that change, along with the other she is going to talk about will wipe out Available to Appropriate and change the transfer to the BICRF to \$472,381. The other number that will change is 441 Professional Services. The Board had estimated \$90,000 to take it to the next level of design. The number is actually \$175,000. The Board debated how to move forward. If a referendum on the pier is added to the next ballot, there are things that need to occur before meeting the election deadline. Interim Town Manager Ferguson explained the procedure to proceed with the referendum. She will follow up to find out additional information on how to proceed. How to move forward was further discussed.

Motion by Commissioner Paarfus to keep the \$180,000 in the 441 Professional Services line.

Interim Town Manager Ferguson said that is the number from the packet. The number would be \$225,000 for Professional Services

Commissioner Paarfus revised his motion to keep \$225,000 in the 441 Professional Services line; second by Commissioner Dyer. The motion passed by a 3 – 2 vote with Commissioners Smith, Dyer and Paarfus voting for the motion and Mayor Pro Tem Myers and Commissioner Thomas voting the negative.

Mayor Pro Tem Myers said now the \$180,000 under that line will go to \$225,000. Commissioner Thomas said Block Q is going from \$101,000 to \$278,000 so that is an additional \$178,000 being taken out of the sand fund. Interim Town Manager Ferguson added Available to Appropriate will go down to \$0.

Under Lockwood Folly Dredging – it is the Town's turn to get sand from the dredging of the crossing. It is a best estimate. Until the Corps lets the contract, we do not know the amount. In the past dredging has come from the BICRF, but it was budgeted from revenues.

Pier Reno and Repair is a new line based on information from the HDR report. This would allow the pier to be stabilized if necessary.

Commissioner Thomas said what she is hearing is on page 37, Available to Appropriate is being taken down to \$0 and the Transfer to the BICRF is being taken to \$472,000 based on the two changes. Interim Town Manager Ferguson confirmed \$472,381.

Motion by Commissioner Thomas that we move that \$128,000 from the BPART savings into this budget so that it stays at \$600,000.

Commissioner Thomas confirmed she is saying to do a fund balance appropriation.

Commissioner Paarfus seconded the motion.

Commissioner Paarfus asked if there was an issue with that. Mayor Pro Tem Myers said no, other than they had a goal to not do that.

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

Beach & Inlet Capital Improvement Plan (CIP) – Finance Director McRainey explained how to read the plan. The condition of the beach and funding were considered. Interest is not accounted for in the plan. Amending the Beach Inlet CIP format and what is needed to achieve the goal of \$25,500,000 was discussed. Staff will work on amending the plan based on the Board's feedback and will send the revised version to the Board.

Capital Improvement Plan – the stormwater program funds were discussed. The Corps pays the Town back up to 75% of the \$2.2 million if the Town partners with them. Interim Town Manager Ferguson explained the earmark is for the Corps. She checked with Ward and Smith and there is a potential to go through the EPA, but it is a harder road to travel and it is not guaranteed. The funding through the Corps has been allotted through the Congressional budget. The Corps will be attending the May meeting. If the Board decides to partner with the Corps, the corresponding revenue source will be shown in the CIP. How to move forward was discussed. Interim Town Manager Ferguson reviewed the detailed background on the Corps' funding and provided information on the grant application she is working on that the Board approved at the regular meeting.

Mayor Pro Tem Myers provided feedback on the format of the CIP.

Fire hydrants – covers cost of about two hydrants per year.

ADJOURNMENT

Motion by Commissioner Paarfus to adjourn at 7:38 p.m.; second by Commissioner Thomas; 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: 5/20/25

FROM: Interim Manager Ferguson

DATE SUBMITTED: 5/7/25

ISSUE/ACTION REQUESTED: Discussion and possible action on securing bond counsel and a financial advisor for a possible referendum.

BACKGROUND/PURPOSE OF REQUEST: Following discussions in the budget workshops about potentially moving forward with a referendum for the pier rebuild, staff coordinated with our bond counsel and financial advisor. Bond counsel will be present to lead you through what would be involved in this process.

FISCAL IMPACT: (select one)

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

CONTRACTS/AGREEMENTS: (select one)

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

FINANCE RECOMMENDATION: N/A

INTERIM TOWN MANAGER'S RECOMMENDATION: Receive information and consider action.



Date: May 9, 2025

To: Mayor Holden and Board of Commissioners

From: Christy Ferguson, Interim Town Manager

Re: Bond Attorney and Financial Advisor Services

At the April meeting and at a subsequent budget workshop, there was a reference to a possible referendum regarding the pier. At the budget workshop, I stated I had been in contact with our financial advisor and bond attorney and there was a lengthier process involved than what had been discussed. Scott Leo, with Parker Poe, has prepared an engagement letter and included sample calendars with required actions for board consideration of entering this process. He will be available to answer questions.

Attachments: 1. Engagement Letters
2. Calendar-Regular meetings
3. Calendar-Special meeting
4. Bond Order and Ballot Language



attachment 1

Atlanta, GA
Charleston, SC
Charlotte, NC
Columbia, SC
Greenville, SC
Raleigh, NC
Spartanburg, SC
Washington, DC

May 9, 2025

Via E-mail

Christy Ferguson
Interim Town Manager
Town of Holden Beach, North Carolina
Chrissy.Ferguson@hbtownhall.com

***Town of Holden Beach, North Carolina
General Obligation Referendum
(Pier Project)***

Dear Christy:

Thank you for asking Parker Poe Adams & Bernstein, LLP (the "*Firm*") to serve as bond counsel for the Town of Holden Beach (the "*Town*") to assist the Town with respect to a proposed referendum for General Obligation Bonds related to the pier project (the "*Bonds*").

Scope of Engagement. Our understanding is that the Town is considering holding a general obligation bond referendum for the authorization of the Bonds in either 2025 or 2026. As bond counsel, the Firm will provide certain legal services for the Bonds related to referendum process. Specifically, our services include:

1. participation in meetings with Town staff and the Town Board of Commissioners, as required;
2. preparation of various resolutions, bond orders and public hearing notices relating to the authorization of the referendum on the question as to whether to approve the issuance of the Bonds; and
3. participation with the Local Government Commission in the approval of the Bonds;

If the voters of the Town approve the Bonds at the referendum and the Town proceeds to issue the Bonds, the Town and the Firm will determine at that time the services to be rendered related to the issuance of the Bonds.

The Town will be represented by the Town Attorney. The Firm does not represent to any other party involved in this transaction with respect to the Bonds. The scope of the legal services that the

Parker Poe Adams & Bernstein LLP 620 South Tryon Street Suite 800 Charlotte, NC 28202
t 704.372.9000 f 704.334.4706 www.parkerpoe.com

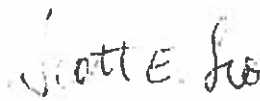
Firm will provide may be expanded during the course of this engagement pursuant to communications establishing a specific mutual understanding of the services the Firm is to perform.

Staffing and Legal Fees. I will be the Town's primary contact for our Firm's work on the Bonds with support from Carlos Manzano and our tax partner, Mike Larsen. The firm will provide bond counsel services on the following basis: if the Town determines not to hold the referendum or if Bonds are *not* approved at the referendum, we will charge the Town for our services at our actual customary hourly rates for the time expended; I would expect that the total costs for the referendum process would range from \$25,000 to \$30,000 (currently hourly rates, which get adjusted annually, are Scott - \$610; Mike - \$610; Carlos - \$430). If the Bonds are approved at the referendum, the Town may pay our fees on an hourly basis as set forth above or if the Town expects to retain our services for the issuance of the Bonds and Bonds are expected to be issued over the next year we are willing to wait and charge the Town a fee which includes the cost of the work on the referendum and is payable when the Bonds are issued so that the Town does not have out-of-pocket legal expenses until the Bonds are issued. If paid at issuance, the firm would expect to negotiate a fee with the Town at the time of the first and each subsequent sale of the Bonds. In each case, we would also expect reimbursement of disbursements incurred on behalf of the Town for such items as travel, scanning, and express delivery.

Standard Terms of Engagement. Additional information regarding fees and other important matters is set forth in the enclosed Standard Terms of Engagement, which are incorporated as part of this letter. Please review this letter and the Standard Terms of Engagement carefully.

We sincerely appreciate the opportunity to serve as bond counsel for the Town of Holden Beach, as issuer, of the Bonds. **If the provisions set forth above are consistent with your understanding, please sign below, keep a copy of the letter for yourself and return the original to us for our records.**

PARKER POE ADAMS & BERNSTEIN LLP


Scott E. Leo

Accepted:

Town of Holden Beach, North Carolina

Christy Ferguson, Interim Town Manager

Date

Attachment

PARKER POE ADAMS & BERNSTEIN LLP
STANDARD TERMS OF ENGAGEMENT REGARDING LEGAL REPRESENTATION

1. Scope of Work and Limitations. The scope of our work and the limitations on the services to be performed will be in accordance with the Engagement Letter.

2. No Guaranteed or Contingent Outcome. While we will perform our professional services on behalf of the client to the best of our ability under the circumstances, we cannot and have not made any guarantees regarding the outcome of our professional efforts. Any expressions about the possible outcome of the matter or the results achievable are our best professional estimates only, and are limited by our knowledge at the time they are expressed.

3. Communications. As requested, we will send to the client copies of pertinent correspondence, documents and other materials prepared or received by us in the course of the representation. The client is encouraged to contact us as to any questions or comments regarding the services, fees, or status of the matter or as to any pertinent facts or considerations which may come to the attention of the client. Material information and documents received by the client should be forwarded to the firm without delay.

4. Attorney Assignment. Each client will have an attorney who shall have primary responsibility for the client's matters. When appropriate, work on the client's matters may be assigned to other attorneys in the firm who have a sufficient level of experience and time availability to handle competently and efficiently portions or all of the client's matters. In addition, assistance of non-attorney support personnel under the direct supervision of firm attorneys may be required, as appropriate.

5. Confidentiality. The firm will protect the confidence of the client and will not divulge confidential information concerning the client's business or legal matters, as required by the Rules of Professional Conduct. However, we understand that, unless you advise us to the contrary, you do not object to our mentioning to others our representation of you or our listing of your name as one of our clients in professional literature or in material published about this law firm.

6. Conclusion of Representation: Retention and Disposition of Documents. Unless previously terminated, our representation of the client in this matter will conclude upon our sending the client our final statement for services rendered in the matter. At its request, the client's documents and property will be returned to it, although we reserve the right to copy any documents we deem appropriate. Our files and documents pertaining to the matter will be retained by the firm. For various reasons, including the minimization of unnecessary storage expenses, and consistent with applicable professional conduct rules, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us 5 years after the termination of the engagement, without further notice to the client.

7. Termination. The firm reserves the right to withdraw from representing the client upon written notice at any time, with or without cause. Likewise, the client may terminate the firm's services prospectively upon written notice to the firm. This engagement may involve a transaction subject to a "bill at close" arrangement whereby client and the Firm agree that legal fees and disbursements shall be paid from closing proceeds at the conclusion of the transaction. A "bill at close" arrangement is not the same as a contingency fee (where the Firm receives payment only if a certain result is achieved). If the client terminates the firm's services or elects not to consummate the referendum process or financing, as applicable, the firm and the client will mutually agree at that time on appropriate compensation based on the amount of time the firm has spent on the matter to that date.

FINANCIAL ADVISORY AGREEMENT

The Financial Advisory Agreement (the "Agreement") and associated disclosures is entered into as of May 12, 2025, between the Town of Holden Beach, NC ("the Town") and DEC Associates, Inc. ("the Advisor"). The Agreement is specific to the 2025 General Obligation Referendum, specifically "the Referendum", dated on or about November, 2025. This specific Agreement is expected to terminate on or about that date.

In connection with the Referendum, the Advisor will perform the following services related to the transaction:

1. Advise on matters relating to timing and other related items,
2. Assist in calculating estimated interest and associated numbers as requested,
3. Assist in obtaining Local Government Commission approval,
4. Other tasks jointly agreed to by our firm and the Town relating to this specific engagement.

For these services DEC Associates, Inc will charge as the fee a sum of \$10,000 plus out of pocket expenses. Actual out of pocket expenses will be billed with the fee invoice. This Agreement is cancellable by the Town or the Advisor with thirty (30) days' notice. Upon notice by either party, services provided by DEC will be prorated and billed to the Town. This fee does not include services rendered by others.

Our firm is registered with the Securities and Exchange Commission (SEC) as a Municipal Advisor and has MA and MA-I filings with the SEC reviewable on www.SEC.gov. Pursuant to our best practices and registration requirements, our firm, after reasonable diligence, has no known conflicts of interest pursuant to this Agreement. Additionally, our firm is not aware of any material legal or disciplinary events applying to it.



Town of Holden Beach, North Carolina

Christy Ferguson

Interim Town Manager

Title

Date

DEC Associates, Inc.
Defining Emerging Concepts

DEC Associates, Inc.

Andrew Carter

Director

Title

May 13, 2025

Date

**SCHEDULE FOR GENERAL OBLIGATION BOND REFERENDUM
TOWN OF HOLDEN BEACH - NOVEMBER 2025**

- 6/17/25** Board of Commissioners adopts (1) Resolution directing publication of notice of intent to apply to the Local Government Commission (the "LGC"); (2) Resolution authorizing the Finance Officer to apply to the LGC and making certain findings of fact
- 6/20/25** Publish Notice of Intent in *Newspaper of General Circulation* [have to wait 10 days after publication of Notice of Intent before applying to the LGC]
- 7/8/25** File Application with LGC with draft Sworn Statement of Debt [receive notice from LGC confirming receipt of Application which must occur before the Bond Order is introduced]
- 7/15/25** Board of Commissioners (1) Introduces the Bond Order; (2) Adopts the Resolution setting a public hearing on the Bond Order
- by 8/12/25** (1) Send Statement of Disclosure to LGC, post on the Town's Website and file with the Town Clerk's Office (day before the notice of Public Hearing is published); (2) Publish Notice of Public Hearing on the Bond Order in *Newspaper of General Circulation* [at least 6 days before public hearing]; and (3) File Sworn Statement of Debt with the Town Clerk and LGC
- 8/19/25** Board of Commissioners (1) holds public hearing on Bond Order; (2) adopts the Bond Order at the conclusion of the public hearing; and (3) adopts the Resolution setting Bond Referendum
- 8/20/25** Clerk delivers certified copy of the Resolution setting Bond Referendum to the County Board of Elections
- 8/23/25** Publish Bond Order as adopted in *Newspaper of General Circulation*
- 8/23/25** File Notice with Joint Legislative Commission
- by 9/26/25** Publish first Notice of Special Bond Referendum in *Newspaper of General Circulation* [Not less than fourteen days before last day to register to vote for Bond Referendum]
- by 10/3/25** Publish second Notice of Special Bond Referendum in *Newspaper of General Circulation* [Not less than seven days before last day to register to vote for Bond Referendum]
- 10/10/25** Last day to register to vote
- 11/4/25** Referendum
- 11/14/25** Canvass of Election by the County Board of Elections
- 12/16/25** Board of Commissioners adopts Resolution Certifying and Declaring Results of Special Bond Referendum
- 12/20/25** Publish Statement of Results in *Newspaper of General Circulation*
- Feb/Mar 2026** LGC approval of Bond Order [current LGC policy to approve post-election]

**Prepared by: Scott Leo, Esq., Partner
Parker Poe Adams & Bernstein LLP**

**SCHEDULE FOR GENERAL OBLIGATION BOND REFERENDUM
TOWN OF HOLDEN BEACH - NOVEMBER 2025**

- 7/15/25** Board of Commissioners adopts (1) Resolution directing publication of notice of intent to apply to the Local Government Commission (the "LGC"); (2) Resolution authorizing the Finance Officer to apply to the LGC and making certain findings of fact
- 7/18/25 Publish Notice of Intent in *Newspaper of General Circulation* [have to wait 10 days after publication of Notice of Intent before applying to the LGC]
- 7/31/25 File Application with LGC with draft Sworn Statement of Debt [receive notice from LGC confirming receipt of Application which must occur before the Bond Order is introduced]
- 8/5/25** Board of Commissioners (1) Introduces the Bond Order; (2) Adopts the Resolution setting a public hearing on the Bond Order
- by 8/12/25 (1) Send Statement of Disclosure to LGC, post on the Town's Website and file with the Town Clerk's Office (day before the notice of Public Hearing is published); (2) Publish Notice of Public Hearing on the Bond Order in *Newspaper of General Circulation* [at least 6 days before public hearing]; and (3) File Sworn Statement of Debt with the Town Clerk and LGC
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- Feb/Mar 2026 LGC approval of Bond Order [current LGC policy to approve post-election]

**Prepared by: Scott Leo, Esq., Partner
Parker Poe Adams & Bernstein LLP**

North Carolina Statute § 159-54. The bond order:

After or at the same time the application is filed with the Commission, a bond order shall be introduced before the governing board of the issuing unit. The bond order shall state:

- (1) Briefly and generally and without specification of location or material of construction, the purpose for which the bonds are to be issued, but not more than one purpose may be stated.
- (2) The maximum aggregate principal amount of the bonds.
- (3) That taxes will be levied in an amount sufficient to pay the principal and interest of the bonds.
- (4) The extent, if any, to which utility or enterprise revenues are, or may be, pledged to payment of interest on and principal of the bonds pursuant to G.S. 159-47. (Not applicable)
- (5) That a sworn statement of debt has been filed with the clerk and is open to public inspection.
- (6) If the bonds are to be approved by the voters, that the bond order will take effect when approved by the voters.

North Carolina Statute § 159-61(d) for form of GO Bonds ballot language:

The form of the question as stated on the ballot shall be in substantially the following words:

"Additional property taxes may be levied on property located in (name of unit of local government) in an amount sufficient to pay the principal of and interest on bonds if approved by the following ballot question. Shall the order authorizing \$ _____ bonds plus interest for (briefly stating the purpose) and providing that additional taxes may be levied in an amount sufficient to pay the principal of and interest on the bonds be approved, in light of the following:

- (1) The estimated cumulative cost over the life of the bond, using the highest interest rate charged for similar debt over the last (maximum bond issuance term)¹, would be (\$ _____).
- (2) The amount² 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 (\$ _____) per year.

[] YES

[] NO"

¹ General Obligation Bonds are typically issued for a 20 year term. The Local Government Commission has researched the highest interest rate charged for General Obligation Bonds over the last 20 years so prescribes the rate to use for this calculation which is currently 5.344% for tax-exempt bonds and 5.5921% for taxable bonds.

² Our practice has been to insert the word "estimated" so that the ballot language reads "The estimated amount of property tax..." to be consistent with the disclosure required in the Statement of disclosures under NCGS § 159-55.1.



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: May 20, 2025

FROM: Heather Finnell, Town Clerk

DATE SUBMITTED: May 9, 2025

ISSUE/ACTION REQUESTED: Update on Town Manager Recruitment Process with S. Renee Narloch

BACKGROUND/PURPOSE OF REQUEST: S. Renee Narloch will attend via conference call to provide an update to the Board on the status of the town manager recruitment process and will answer questions on the process moving forward.

FISCAL IMPACT: (select one)

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

CONTRACTS/AGREEMENTS: (select one)

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

FINANCE RECOMMENDATION: N/A

TOWN MANAGER'S RECOMMENDATION: N/A

ATTACHMENT:



Holden Beach Police Department

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

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Calls For Service (April '25)

Printed on May 5, 2025

Descriptions	Totals	
911 Hang Up (911HU)	1	1
Alarm (SIG45 Signal 45)	13	13
Alarm (SIG45 Signal 45); Call By Phone (10-21Law x21L)	1	1
Animal Control Call	2	2
Armed with Gun Knife or Other Weapon (10-84 x84)	1	1
Attempt to Locate (ATL)	11	11
Attempt to Locate (ATL); Meet with Complainant (10-83 x83)	1	1
Call By Phone (10-21Law x21L)	10	10
Cardiac or Respiratory Arrest [Delta]	1	1
Careless & Reckless (C&R)	1	1
Chest Pain or Discomfort [Charlie]	1	1
Debris in Roadway	1	1
Disabled Motorist (10-87 x87)	1	1
Disturbance or Disorderly Subject	1	1
Domestic Disturbance (10-82 x82)	2	2
Electrical Investigation [Bravo]	1	1
Elevator Stuck or Problems [Alpha]	1	1
Escort or Convoy (10-59 x59)	2	2
Falls [Alpha]	2	2
Falls [Bravo]	2	2

Descriptions	Totals	
Falls [Delta]	1	1
Fight in Progress (10-40 x40)	1	1
Good Intent Call (Lift Assist)	1	1
Improperly Parked Vehicle (10-70 x70)	9	9
Investigation (Law)	1	1
Keys In Vehicle or Lockout	2	2
Lost or Found Property	4	4
Meet with Complainant (10-83 x83)	5	5
Missing or Abandoned Person	1	1
Noise Complaint	2	2
Obvious Death [Bravo]	1	1
Outside Fire [Bravo]	2	2
Psychiatric or Abnormal Behavior (Violent) [Alpha]	1	1
Sick Person [Charlie]	1	1
Single Residential Fire Alarm [Bravo]	1	1
Special Check - Business - Residence (10-79 x79)	204	204
Special Operations Assignment (Signal 55 SIG55)	2	2
Stopping Vehicle (10-61 x61)	13	13
Stroke or TIA [Charlie]	1	1
Suspicious Vehicle or Subject (10-60 x60)	3	3
Suspicious Vehicle or Subject (10-60 x60); Attempt to Locate (ATL)	1	1
Take Written Report (10-92 x92)	1	1
Traffic Accident (Property Damage Only 10-50PD x50PD)	2	2

Descriptions	Totals	
Traffic Control (10-58 x58)	2	2
Trespassers	1	1
Unconscious or Fainting [Alpha]	1	1
Unconscious or Fainting [Charlie]	1	1
Unconscious or Fainting [Delta]	1	1
Warrant Service (Signal 62 SIG62)	1	1
Water or Sewer Problems	2	2
Welfare Check	3	3
Totals	328	328



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HBPD Monthly Report (April '25)

Printed on May 5, 2025

Reported	Case Number	Address	Offenses	Disposition
04/04/25 17:00	HBP25-00007	1007 OCEAN BLVD W	14-104 - FAIL TO WORK AFTER PAID	Further Investigation
04/14/25 23:06	HBP25-00004	1037 OCEAN BLVD W	1 - MISSING PERSONS	Closed - Located
04/15/25 12:21	HBP25-00005	127 MARSH WALK	DOG BITE	Closed - By Other Means
04/18/25 10:36	HBP25-00006	120 FRIGATE DR	DEATH INVESTIGATION	Closed - Forward to Other Agency

Total Records: 4



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Ordinance Violations (April '25)

Printed on May 5, 2025

Date	Defendant	Citation/Warning	Ordinance
04/10/25	GARRETT, HEATH	Warning	Parking - Roadway/Travel Lane
04/14/25	WIDDIFIELD, RONALD	Warning-Compliant	Parking - Right-of-Way Violation (Ocean Blvd)
04/19/25	CLARK, MATTHEW	Citation	Parking - No Parking Zones (All Other)
04/20/25	GAINES, ROBBIE	Citation	Parking - Roadway/Travel Lane

Total Records: 4

LSV = 0



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State Citation (April '25)

Printed on May 5, 2025

Date	Defendant	Statutes/Charges
04/15/25	PILAR, NEFTALI PRADO	20-154(A) - IMPROPER BACKING
04/16/25	KEENER, KENNETH BRADLEY	20-135.4(d) - Alter Suspension of Motor Vehicle; 20-141(B) - SPEEDING
04/18/25	LUTZ, JAMES HOWARD, Jr	20-111(2) - EXPIRED REGISTRATION CARD/TAG
04/19/25	MENDEZ BARBOZA, ESTER MARIA	20-34 - ALLOW UNLICENSED TO DRIVE
04/19/25	ARCE CARMONA, MARTA	20-7(A) - NO OPERATORS LICENSE; 20-155(B) - FAIL TO YIELD LEFT TURN
04/23/25	REEVES, ELIJAH WADE	20-141(B) - SPEEDING
04/23/25	KUCK, JENNY MAY POPPE	20-141(J1) - SPEEDING
04/24/25	MCKEITHAN, WHITNEY DEAN	20-141(B) - SPEEDING

Total Records: 8

LSV = 0

Permit Report

04/07/2025 - 05/09/2025

Issued Date	Permit #	Permit Type	Project Cost	Total Fees	Total Payments
5/8/2025	250331	Repair	10,000	\$125.00	
5/8/2025	250330	Electrical	2,500		
5/8/2025	250329	Mechanical	8,000	\$100.00	
5/8/2025	250328	Mechanical	16,960	\$200.00	\$200.00
5/8/2025	250327	Mechanical	9,440	\$100.00	\$100.00
5/8/2025	250326	House Moving	5,000	\$3,175.00	
5/7/2025	250325	Repair	10,000	\$125.00	\$125.00
5/7/2025	250324	Bulkhead	14,000	\$151.00	\$151.00
5/7/2025	250323	Repair	20,000	\$205.00	
5/7/2025	250322	Zoning	50	\$50.00	\$50.00
5/7/2025	250321	Repair	2,700	\$125.00	\$125.00
5/7/2025	250320	Zoning	200	\$65.00	\$65.00
5/6/2025	250319	Mechanical	8,800	\$100.00	
5/6/2025	250318	Mechanical	10,575	\$100.00	\$100.00
5/6/2025	250317	Mechanical	7,850	\$100.00	\$100.00
5/6/2025	250316	Zoning	50	\$50.00	\$50.00
5/5/2025	250315	Mechanical	8,380	\$100.00	\$100.00
5/5/2025	250314	New Construction	48,000	\$557.00	\$557.00
5/2/2025	250313	Zoning	50	\$50.00	\$50.00
5/2/2025	250312	Boat Lift	15,000	\$260.00	
5/2/2025	250311	Zoning	50	\$50.00	\$50.00
5/1/2025	250310	Electrical	1,000	\$175.00	\$175.00
5/1/2025	250309	Mechanical	7,200	\$100.00	\$100.00
5/1/2025	250308	Walkway	4,000	\$133.00	
5/1/2025	250307	Mechanical	10,605	\$100.00	\$100.00
5/1/2025	250306	Mechanical	9,320	\$100.00	\$100.00
5/1/2025	250305	Mechanical	8,064	\$100.00	\$100.00
5/1/2025	250304	Mechanical	7,197	\$100.00	\$100.00
4/30/2025	250303	Mechanical	9,298	\$100.00	\$100.00
4/30/2025	250302	Mechanical	7,299	\$100.00	\$100.00
4/30/2025	250301	Mechanical	9,075	\$100.00	\$100.00
4/30/2025	250300	Mechanical	8,200	\$100.00	\$100.00
4/29/2025	250299	Single Family Construction	805,000	\$29,238.66	\$29,238.66
4/29/2025	250298	Repair	29,700	\$692.30	\$692.30
4/29/2025	250297	Mechanical	8,500	\$100.00	\$100.00
4/29/2025	250296	Mechanical	9,350	\$100.00	\$100.00
4/29/2025	250295	Zoning	14,653	\$50.00	\$50.00
4/25/2025	250294	Mechanical	6,639	\$100.00	\$100.00

4/25/2025	250293	Mechanical	13,500	\$200.00	\$200.00
4/25/2025	250292	Mechanical	15,595	\$200.00	\$200.00
4/25/2025	250291	Mechanical	25,761	\$200.00	\$200.00
4/25/2025	250290	Mechanical	7,000	\$100.00	\$100.00
4/25/2025	250289	Repair	24,634	\$246.71	\$246.71
4/25/2025	250288	Boat Lift	16,500	\$273.50	\$273.50
4/24/2025	250287	Electrical	6,300	\$175.00	\$175.00
4/24/2025	250286	Repair	5,500	\$175.00	\$175.00
4/24/2025	250285	New Construction	543,200		
	250284	Zoning	50	\$50.00	\$50.00
4/23/2025	250283	Repair	30,000	\$550.00	
4/23/2025	250282	Repair	7,000	\$100.00	\$100.00
	250281	Zoning	50	\$50.00	\$50.00
4/22/2025	250280	Repair	70,000	\$655.00	\$655.00
4/22/2025	250279	Electrical	4,862	\$175.00	\$175.00
4/22/2025	250278	Electrical	1,800	\$175.00	\$175.00
4/22/2025	250277	Electrical	2,500	\$175.00	\$175.00
4/22/2025	250276	Electrical	800	\$100.00	\$100.00
4/22/2025	250275	Mechanical	15,000	\$200.00	\$200.00
4/22/2025	250274	Mechanical	9,080	\$100.00	\$100.00
4/22/2025	250273	Electrical	1,000	\$175.00	\$175.00
4/21/2025	250272	Mechanical	8,470	\$100.00	\$100.00
4/21/2025	250271	Mechanical	16,679	\$200.00	\$200.00
4/21/2025	250270	Mechanical	13,747	\$100.00	\$100.00
4/21/2025	250269	Repair	14,500	\$155.50	\$155.50
4/21/2025	250268	No Permit Required	14,500		
4/17/2025	250267	No Permit Required	5,500		
4/17/2025	250266	Repair	75,000	\$1,000.00	\$1,000.00
4/17/2025	250265	Mechanical	3,680	\$100.00	\$100.00
4/16/2025	250264	Mechanical	35,202	\$300.00	\$300.00
4/15/2025	250263	Zoning	50	\$50.00	\$50.00
4/15/2025	250262	Electrical	1,000		
4/15/2025	250261	Mechanical	7,560	\$100.00	\$100.00
4/15/2025	250260	Repair	38,949	\$375.54	\$375.54
4/15/2025	250259	Electrical	1,500	\$100.00	\$100.00
4/15/2025	250258	Electrical	1,500	\$100.00	\$100.00
	250257	Zoning	25	\$25.00	\$25.00
4/14/2025	250256	Mechanical	9,150	\$100.00	\$100.00
4/14/2025	250255	Electrical	6,000	\$100.00	\$100.00
4/14/2025	250254	Mechanical	8,000	\$100.00	\$100.00
4/14/2025	250253	Electrical	600	\$100.00	\$100.00
4/11/2025	250252	Mechanical	8,910	\$100.00	\$100.00
4/11/2025	250251	Mechanical	9,700	\$100.00	\$100.00
4/11/2025	250250	Repair	29,750	\$292.75	\$292.75

4/11/2025	250249	No Permit Required	18,500		
4/10/2025	250248	Mechanical	9,495	\$100.00	\$100.00
4/10/2025	250247	Mechanical	8,840	\$100.00	\$100.00
4/10/2025	250246	Mechanical	7,950	\$100.00	\$100.00
4/10/2025	250245	Repair	60,000	\$565.00	\$565.00
4/10/2025	250244	Zoning	25	\$25.00	\$25.00
4/10/2025	250243	Walkway	18,000	\$237.00	\$237.00
4/10/2025	250242	Plumbing	5,000	\$100.00	\$100.00
4/9/2025	250241	Electrical	1,800	\$100.00	\$100.00
4/9/2025	250240	Mechanical	7,750	\$100.00	\$100.00
4/9/2025	250239	Mechanical	3,590	\$100.00	\$100.00
4/9/2025	250238	Mechanical	8,200	\$100.00	\$100.00
4/9/2025	250237	Mechanical	10,490	\$100.00	\$100.00
4/9/2025	250236	Mechanical	6,000	\$100.00	\$100.00
4/9/2025	250234	Electrical	0	\$100.00	\$100.00
4/8/2025	250233	Mechanical	6,980	\$100.00	\$100.00
4/8/2025	250232	Mechanical	7,895	\$100.00	\$100.00
4/8/2025	250231	Mechanical	9,000	\$100.00	\$100.00
4/8/2025	250230	Electrical	1,500	\$100.00	\$100.00
4/8/2025	250229	Boat Lift	13,000	\$242.00	\$242.00
4/7/2025	250228	Electrical	1,250		
			\$2,468,074.00	\$47,519.96	\$42,871.96

PERMIT SUMMARY REPORT

COMMERCIAL

Count	5
Total Fees	\$682.00
Fees Paid	\$682.00
Total Project Cost	\$597,650.00

RESIDENTIAL

Count	98
Total Fees	\$46,837.96
Fees Paid	\$42,189.96
Total Project Cost	\$1,870,424.00

TOTAL

Count	103
Total Fees	\$47,519.96
Fees Paid	\$42,871.96
Total Project Cost	\$2,468,074.00

ACTIVE NEW HOME PERMITS = 22

OTHER ACTIVE PERMITS= 494

PERMITS ISSUED OVER \$30,000 = 75 (AMOUNT INCLUDED IN ACTIVE TOTAL)

PERMITS ISSUED OVER \$100,000 = 5 (AMOUNT INCLUDED IN ACTIVE TOTAL)

PERMITS - SUBSTANTIAL IMPROVEMENTS =1 (AMOUNT INCLUDED IN ACTIVE TOTAL)

PERMITS ISSUED WAITING PICK UP = 41

TOTAL PERMITS= 557

PERMITS IN REVIEW= 5

CAMA ISSUED= 6

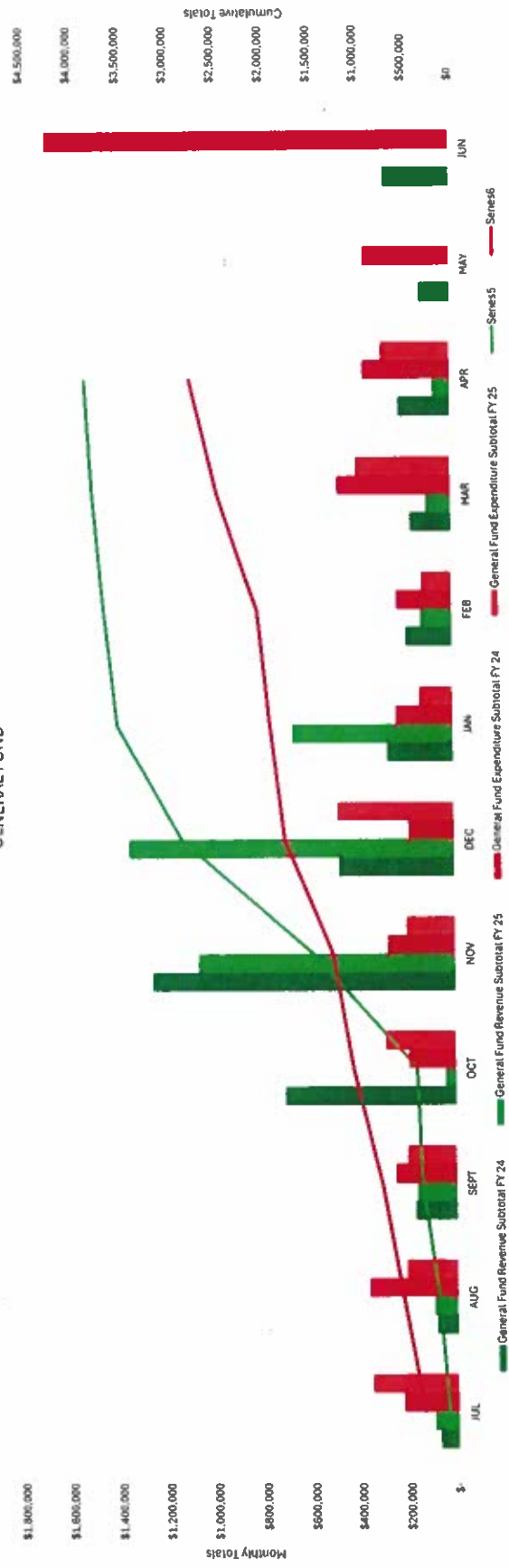
ZONING ISSUED =10

PERMITS SERVICED FOR INSPECTIONS FROM 4/7/25-5/9/25=130

TOTAL INSPECTIONS MADE= 281

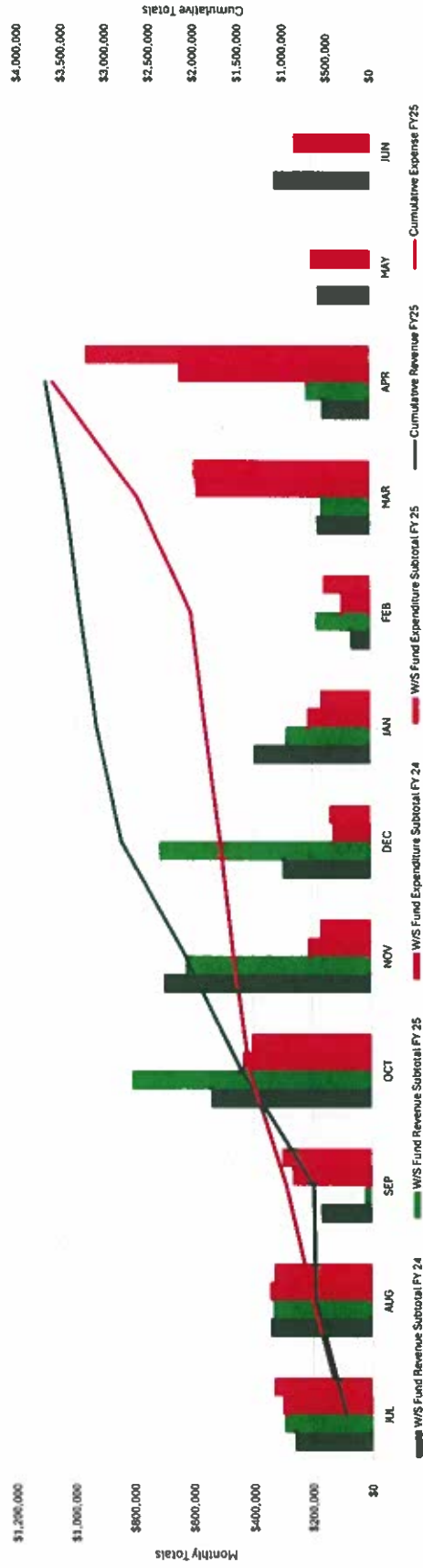
Month	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
General Fund Revenue Subtotal FY 24	77,956	86,324	175,492	714,509	1,266,013	483,242	276,190	194,885	173,974	219,844	129,421	274,855
General Fund Revenue Subtotal FY 25	102,467	100,308	165,835	46,798	1,073,329	1,361,352	673,863	132,665	105,040	73,617	385,809	1,695,778
General Fund Expenditure Subtotal FY 24	230,026	368,958	257,567	198,109	281,027	193,097	239,629	234,518	478,529	367,875		
General Fund Expenditure Subtotal FY 25	359,130	216,065	209,110	294,542	205,814	491,517	141,656	128,564	400,089	291,211		
Cumulative Revenue FY25	102,467	202,774	368,609	415,407	1,488,736	2,850,088	3,523,951	3,656,616	3,761,656	3,835,473		
Cumulative Expense FY25	359,130	575,196	784,306	1,078,848	1,284,661	1,776,179	1,917,835	2,046,419	2,446,488	2,737,699		

GENERAL FUND

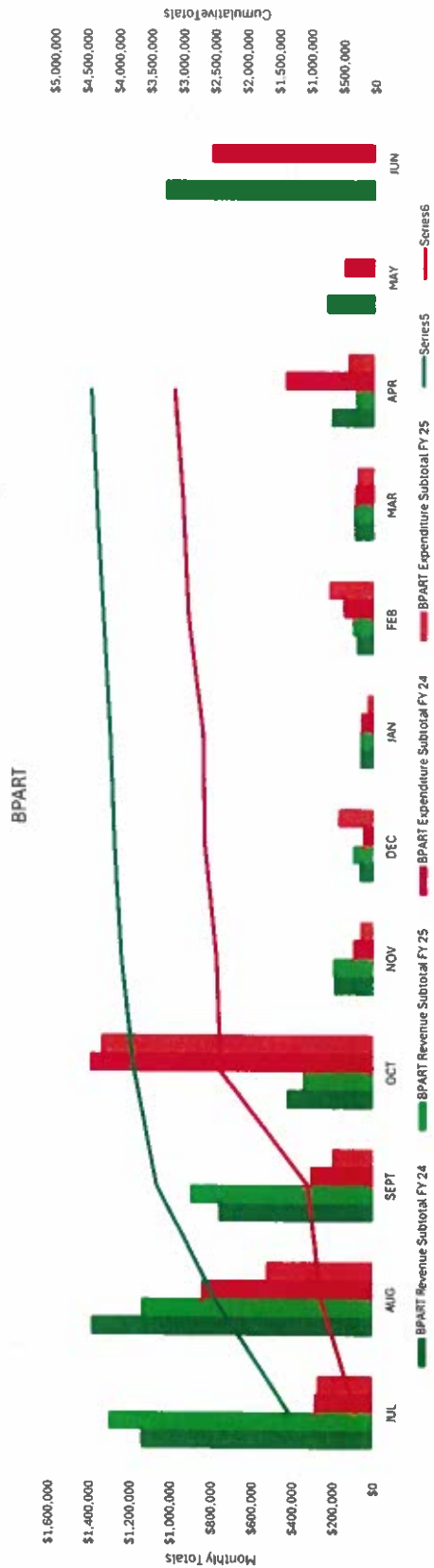


Month	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
W/S Fund Revenue Subtotal FY 24	263,005	343,673	172,561	540,514	701,121	300,822	396,643	66,819	181,648	183,329	180,265	327,994
W/S Fund Revenue Subtotal FY 25	297,561	338,328	23,911	807,150	826,767	714,488	286,442	186,327	168,515	219,844	203,865	281,666
W/S Fund Expenditure Subtotal FY 24	305,078	346,660	270,332	435,606	213,907	132,022	215,548	101,581	589,731	648,649	866,050	
W/S Fund Expenditure Subtotal FY 25	334,838	334,172	304,794	406,181	174,251	141,836	171,251	162,329	588,753	966,050		
Cumulative Revenue FY25	297,561	633,887	657,798	1,464,948	2,061,714	2,806,212	3,094,654	3,280,981	3,449,496	3,669,340		
Cumulative Expense FY25	334,838	669,011	973,805	1,379,985	1,554,237	1,686,073	1,867,324	2,029,653	2,628,406	3,594,456		

Water/Sewer Fund



Month	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
BPART Revenue Subtotal FY 24	1,147,485	1,393,487	766,820	433,921	199,314	70,761	69,987	89,462	101,858	218,053	244,230	1,050,018
BPART Revenue Subtotal FY 25	1,306,078	1,148,406	909,955	352,616	203,612	106,517	73,329	111,207	105,966	96,158		
BPART Expenditure Subtotal FY 24	291,248	849,929	312,834	1,409,087	106,341	52,814	86,863	158,775	99,080	448,309	158,578	817,511
BPART Expenditure Subtotal FY 25	278,616	532,711	207,063	1,352,762	71,478	183,444	35,007	228,562	90,362	135,851		
Cumulative Revenue FY25	1,306,078	2,454,484	3,364,439	3,717,055	3,920,667	4,027,184	4,100,514	4,211,721	4,317,687	4,413,845		
Cumulative Expense FY25	278,616	811,327	1,018,390	2,371,152	2,442,630	2,826,074	2,661,081	2,889,643	2,980,005	3,115,856		





Greensboro Street Lift Station

- Third request for reimbursement has been submitted.
- Construction 62% complete based on time but a new schedule may be needed because of waiver delays discussed previously.
- Constructed concrete columns, second floor slab and beams, including electrical conduit placement in slab, and ground level concrete curb walls.
- Installed structural steel frame and monorail beam on the second-floor slab for vacuum pump removal.
- Contractor received delivery of vacuum skid and pump control panel, and they have been set in place on the second-floor slab.

Block Q Restrooms & Parking

- Surveyor laying out the site and crews plan to start work the week of 5/12.
- Building pad grading should begin 5/14 and under-slab rough-in the week of the 20th.
- New completion date is 8/20/25.

Ocean Boulevard Stormwater

- USACE planned to attend the May meeting to brief board on EI project funding and the Project Partnership Agreement but they had turnover based on federal changes. They will join us in June.

Pier Site

- Second meeting with staff and HDR was held May 15th.

FEMA

- Memo released from FEMA to OMB suggesting that beaches should be removed from eligible disaster assistance. Holden Beach sent a letter to the delegation to discuss the importance of beaches also stating that creative project execution that results in cost savings is a more productive way to approach reform. Interim Town Manager Ferguson also spoke at American Shore and Beach Preservation Government Affairs Committee meeting on 5/15 regarding award-winning project execution.
- Once you receive funding it is not always final--- The Town was required to refund \$2970.48 back to FEMA through the Dept of Public Safety because they are closing out COVID damages. The refunded amount was related to digital signs the town purchased to use for communication purposes. FEMA follows a disposition schedule, and we are required to remit payment based on their closeout timing.

NCBIWA Spring Meeting

- The NC Beach Inlet and Waterway Association Spring Meeting was held May 8 and 9th in Emerald Isle. The meeting was productive with session updates from the Corps, the

Division of Coastal Management, the Division of Water Resources, a NC Legislative panel and other technical sessions specific to coastal issues. Of specific interest:

Across the board in many presentations there is a continued theme that federal funding is UNCLEAR as to availability and levels.

There were approximately 20 applications submitted to the RCCP program the Town applied to last month.

The state's rainy-day fund is taking a hit from Hurricane Helene and legislators fear hurricane season impacts. Tourism industry suffered statewide after Helene because of misunderstanding about the status of the state.

More variances are being granted for dune infiltration systems along the coast.

Public Service Appreciation Week

- May 5-9th was Public Service Appreciation Week. In meeting with the staff, I have two things to point out to the BOC:
 1. Amazing that the amount of work that gets done in the Town is done by only 26 employees in currently filled positions
 2. Less than half of the employees have served the Town for 5 years or more. This is mainly your department heads.

Rank	Objective	Status	Timeline	Area of Responsibility
#2	ADA Self Assessment	In House Evaluation Planning and Inspections Dept working on outline and timeline	Working on first takedowns- Jordan Blvd. (103.5) walkway Handrails at Halstead completed	P&I Department
#6	ADA Bathroom (Block Q)	Survey work complete; construction beginning	August completion	Staff/Architect
#7	Fire Station Upgrades	Fire Dept currently using EOC during mainland reno Planning and Inspections Director Evans met with dept	Fire Dept. and Planning Department to begin discussions	Staff/ Fire Dept
#8	Audio/Video Upgrades	New camera system installed; Moved to YouTube broadcast	Received compliments on new system	Staff
#14	Block Q site plan-concert venue	BOC voted to start on concert venue segment at April meeting	Interim Manager in discussions with architect over price	BOC to put back on agenda
#18	Update Town Website	Update completed a few years ago; project page added Accessibility being evaluated as part of ADA assessment above	see ADA self assessment above	Staff
#19	Pier Replacement	HDR working on rebuild option only with instructions from April meeting	August deliverable of a summary report	BOC
#26	Investigate vacuum bypass system	Not in 24/25 budget/ PW recommendation/research needed	TBD	PW Dept



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: May 20, 2025

FROM: Jeremy Dixon, Police Chief

DATE SUBMITTED: May 12, 2025

J. Dixon

ISSUE/ACTION REQUESTED:

Continued BOC support to move forward as previously presented.

BACKGROUND/PURPOSE OF REQUEST:

Update from January 2025 BOC meeting - Law Enforcement Recruitment and Retention

FISCAL IMPACT: (select one)

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

CONTRACTS/AGREEMENTS: (select one)

REVIEWED BY TOWN ATTORNEY: YES ☒ NO ☐

ADVISORY BOARD RECOMMENDATION:

TOWN MANAGER'S RECOMMENDATION: Recommend approval to get department positioned for recruitment and retention *(C7)*

FINANCE RECOMMENDATION:

Recommend Approval. *DM*

ATTACHMENT:



Holden Beach Police Department

Chief Jeremy Dixon

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Holden Beach, NC 28462
www.hbtownhall.com

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

May 6, 2025

To: Holden Beach Board of Commissioners
CC: Christy Ferguson, Interim Town Manager
Ref: Law Enforcement Recruitment and Retention

After months of research and planning the Holden Beach Police Department is working on the implementation phase of board supported law enforcement initiatives. Below is a status update on where we stand.

- 1) Police officer incentives for internal rank
 - a. Officer Jessica Camara – Senior Police Officer
 - b. Officer Alyse Wade – Police Officer II
 - c. Officer Chris Thompson – Police Officer II
- 2) Cadet Program
 - a. 7 applicants to-date
 - b. Job description under attorney review
 - c. Expectation
 - i. Attend training as a full-time probationary employee
 - ii. Books / Uniforms covered by HBPD
 - iii. Graduate from BLET and pass state exam
 - iv. Promotion to full-time law enforcement officer (1-year probation)
- 3) Fitness Program
 - a. \$30 monthly stipend paid directly to employee on a quarterly basis (Sept/Dec/Mar/Jun)
 - b. Employee must provide proof of attendance to the department head for approval
 - c. Annual fitness testing beginning in the fall
- 4) Commendations
 - a. No progress to-date
 - b. Will focus on establishing perimeters and implementation after the summer season has passed us

Respectfully submitted,

A handwritten signature in black ink that reads "Jeremy Dixon".

Jeremy Dixon, Police Chief



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

FROM: Interim Manager Ferguson

(14)

MEETING DATE: 5/20/25

DATE SUBMITTED: 5/7/25

ISSUE/ACTION REQUESTED: Consideration and possible action on Block Q professional services.

BACKGROUND/PURPOSE OF REQUEST: At the April meeting the BOC explored moving forward with the concert venue portion of the master plan for Block Q. Attached is a proposal for your consideration from Pinnacle.

FISCAL IMPACT: (select one)

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

CONTRACTS/AGREEMENTS: (select one)

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

FINANCE RECOMMENDATION: Price within budget

INTERIM TOWN MANAGER'S RECOMMENDATION: Receive quote and consider award of scope of work.



May 9, 2025

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

Re: Block Q Design Proposal

Dear Ms. Ferguson,

Pinnacle Architecture, PA would like to thank the Board of Commissioners and you for selecting us to continue providing architectural and engineering design services on the Block Q area. The following fee proposal is listed in Phases. Please review the following Phases and our fee proposal for each.

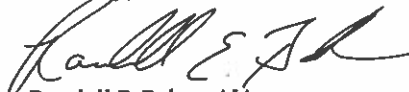
- ❖ Phase I - *Overall Masterplan of Block Q* (this phase will include researching the Local and Government regulations that will impact the design and construction of this area, a site plan showing the proposed layout for a new concert platform, sidewalks and green space for venue spectator area. Once the overall site plan is accepted by the Board, we will produce colored rendering(s) of the site.
- ❖ Phase II - This phase will consist of a *complete set of construction and bid documents* for Block Q that will be derived by a determined scope of work by the Board of Commissioners after reviewing Phase I (Overall Masterplan) and the potential cost of work for construction.

Pinnacle Architecture, P.A. fee proposal for Architectural and Engineering design of the proposed Phases listed above are as follows:

- | | | |
|--------------|--|---|
| ❖ Phase I - | Overall Masterplan - Proposed Design Fee | \$ 2,000.00 |
| | Architectural rendering | \$ 3,000.00 per rendering |
| ❖ Phase II - | Construction and Bid Documents | To be determined once the scope of work is finalized. |

If you have any questions, please do not hesitate to call. We look forward working with you.

Sincerely,



Randall E. Baker, AIA
Vice President

REB/mhd



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: May 20, 2025

FROM: Tim Evans, Inspections Director

DATE SUBMITTED: May 6, 2025

ISSUE/ACTION REQUESTED: Discussion and Possible Action on Proposed Changes to Holden Beach Code of Ordinances, Chapter 157: Zoning Code

BACKGROUND/PURPOSE OF REQUEST: Proposed revisions to Section 157.006 Definitions, Section 157.060 Residential District (R-1) and Section 157.085 Relocation of Buildings were presented to the Board at the April meeting. The Board scheduled a public hearing for May 20th. The amendments have already been reviewed and approved by the Planning & Zoning Board. If the Board would like to move forward with the proposed changes, the recommended motion would be to approve Ordinances 25-05, 25-06 and 25-07, along with the corresponding Statements of Consistency.

FISCAL IMPACT: (select one)

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

CONTRACTS/AGREEMENTS: (select one)

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

FINANCE RECOMMENDATION: N/A

TOWN MANAGER'S RECOMMENDATION: Approve ordinances at the recommendation of staff and P&Z.

ATTACHMENT:

Ordinance 25-05 & Consistency Statement

Ordinance 25-06 & Consistency Statement

Ordinance 25-07 & Consistency Statement

ORDINANCE 25-05
AN ORDINANCE AMENDING THE HOLDEN BEACH CODE OF ORDINANCES,
SECTION 157.006 DEFINITIONS

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 157.006 Definitions be amended as follows.

SECTION ONE: Add the following definition to Section 157.006 Definitions:

§ 157.006 **DEFINITIONS.**

PARKING SPACE, PRIVATE PROPERTY. One (1) 10'x 20' parking space per bedroom is required to remain for the life of the structure and shall not be impeded by permanent or removeable barriers or partitions.

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 20th day of May 2025.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk



TOWN OF HOLDEN BEACH BOARD OF COMMISSIONERS' STATEMENT OF CONSISTENCY AND ZONING RECOMMENDATION

The Town of Holden Beach Board of Commissioners has reviewed and hereby recommends approval of amendments to Section 157.006 of the Town's Land Use Section.

After review, the Board of Commissioners 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: To maintain one parking spot per bedroom without being impeded by partitions.

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

Environmental Impacts: Amendments align with current Goal 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 _____ vote this _____ day of _____ 2025.

J. Alan Holden, Mayor

ORDINANCE 25-06
AN ORDINANCE AMENDING THE HOLDEN BEACH CODE OF ORDINANCES,
SECTION 157.060 RESIDENTIAL DISTRICT (R-1)

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 157.060 Residential District (R-1) be amended as follows.

SECTION ONE: Amend Section 157.060 Residential District (R-1) as follows (addition in blue):

§ 157.060 RESIDENTIAL DISTRICT (R-1)

(A) The R-1 Residential District is established as a district in which the principal use of land is for one- and two- family dwellings. The regulations of this district permit intensive development.

(1) A dwelling is a residence where people live for domestic purposes. **DOMESTIC USE** is defined as devoted to home duties and activities, nothing in this section shall preclude one- and two-family homes from being used as a vacation rental home consisting of a minimum of two overnight stays.

(2) Transient occupancy not consisting of at least two overnight stays shall be considered to be inconsistent with domestic residential usage and is not allowed. This would include persistent usage for group gatherings for the purpose of short-term social or recreational activities. This would include use as a clubhouse, lodge, public or private clubs, cabana clubs and property owner association facilities except when contiguous, owned by and within the borders of an on-island residential subdivision.

(B) Permitted uses are set forth in the Table of Permitted Uses, § 157.054.

(C) Parking requirements - see § 157.075(B)(1) and (2).

(D) Dimensional requirements R-1.

(1) *Lot area*. Minimum required:

(a) For a one- family dwelling, 5,000 square feet.

(b) For a two-family dwelling, 7,500 square feet.

(2) *Lot width*. Minimum required: 50 feet.

(3) *Front yard setbacks per structure size*.

Gross Floor Area	Minimum Required
<4,000 square feet	25 feet
4,000 - 5,000 square feet	30 feet
5,000 - 6,000 square feet	35 feet

(4) *Side yard setbacks per structure size.*

Gross Floor Area	Minimum Required
4,000 square feet	5 feet
4,000 - 5,000 square feet	7 feet
5,000 - 6,000 square feet	10 feet

(a) Open porches, decks, or overhangs shall not extend into minimum setbacks.

(5) *Rear yard setbacks per structure size.*

Gross Floor Area	Minimum Required
<4,000 square feet	20 feet
4,000 - 5,000 square feet	25 feet
5,000 - 6,000 square feet	30 feet

(6) *Building height.* No building shall exceed a maximum height of 31 feet measured from Design Flood Elevation to the highest point of the structure, with the exception that a building in an X Zone when measured from the finished grade should have a maximum height of 35 feet.

(7) *Lot coverage.*

(a) Lot coverage of main structure shall not exceed 30% of the platted lot. If a structure is 4,000 square feet, (gross floor area), or greater than lot coverage cannot be greater than 25%. If structure coverage is 5,000 square feet, (gross floor area), or greater lot coverage is limited to 20%. All impervious structures outside of main structure shall not exceed 30% of buildable land less area of the main structure. All Health Department and CAMA requirements must also be met. Open decks are not considered in the 30% lot coverage of the main structure, but they must meet all setback requirements. Gravel, sand and grassed areas are considered pervious. An approved pervious product shall be allowed to cover 30% of the platted lot in addition to the allowable impervious area. (See definition of **APPROVED PERVIOUS PRODUCT**.)

(b) Driveways, parking lots, parking spaces, parking areas, patios and other similar areas and surfaces located in the front yard setback, rear yard setback and side yard setbacks adjacent to a street right-of-way shall be gravel, grass or of an approved pervious product.

(c) Pools are prohibited within the front yard setbacks.

(8) *Off-street parking.* Off-street parking shall be provided as required in §§ [157.075](#) through [157.077](#) of this chapter.

(9) *Corner visibility.* On a corner lot, nothing shall be erected, planted, or allowed to grow in such a manner as to impede vision over a height of three feet above the centerline grades of the intersecting streets within the triangular area bounded on two sides by the two street centerlines and on the third side by a straight line connecting points on the street centerlines located one-half the street right-of-way width plus 40 feet measured from the intersection of the centerlines.

(10) *Location of accessory buildings.* Accessory buildings shall be located not less than five feet from property line.

(11) Reserved.

(12) Maximum structure size of any dwelling shall be 6,000 square feet (gross floor area).

(13) Open uncovered stairs, not including any deck or landing at porch level, may project up to ten feet into the required front or rear yards of structures less than 4,000 square feet (gross floor area), but not both.

(14) A heating and air stand may project into the front or rear yards setback but not both. The stand shall be no larger than is needed to accommodate and service the equipment and subject to the Building Inspector's approval.

(15) [Cargo lifts and platform lifts that meet the requirements of ASME A18.1. of the North Carolina Residential Building Code may encroach into the front or rear setbacks but not both.](#)

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 20th day of May 2025.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk



TOWN OF HOLDEN BEACH BOARD OF COMMISSIONERS' STATEMENT OF CONSISTENCY AND ZONING RECOMMENDATION

The Town of Holden Beach Board of Commissioners has reviewed and hereby recommends approval of amendments to Town Ordinance 157.060 of the Town's Land Use Section.

After review, the Board of Commissioners 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: To allow cargo lifts/platform lifts to encroach into the front or rear setbacks but not both.

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(J). Goals and Objectives 3.2; Policies 3.2(A), 3.2(B), 3.2(C) and 3.2(M). The changes will support not alter the current Goals, Objectives, and Policies.

Environmental Impacts: Amendments align with current Goals 3.1 and 3.2 and Objectives 3.1 and 3.2 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 ____ vote this ____ day of ____ 2025.

J. Alan Holden, Mayor

ORDINANCE 25-07
AN ORDINANCE AMENDING THE HOLDEN BEACH CODE OF ORDINANCES,
SECTION 157.085 RELOCATION OF BUILDINGS

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 157.085 Relocation of Buildings be amended as follows:

Section One: Amend Section 157.085 Relocation of Buildings as follows (changes in red):

§ 157.085 RELOCATION OF BUILDINGS.

It is the general intent of this section to prevent the relocation of buildings such that the quality or character of the neighborhood in which a building might be moved is adversely affected. To this end, no building may be moved, either intact or in a dismantled state, except in accordance with the following:

(A) The use of the building must be a permitted use in the zone into which it is to be located.

(B) Site preparation and all work performed incidental to moving and placing the building at its new location and all reconstruction of the building as may be necessary must conform to all applicable federal, state and local laws and regulations and shall be completed within three months following the initiation of the work. For purposes of this section the work shall be considered complete upon issuance of a Final Certificate of Compliance. For each calendar day beyond three months following the initiation of the work that the work is not complete, the holder of the building permit shall be fined as provided in § 157.999, each day to be considered a separate offense, and such fine to be paid at the Town Hall. Should the work be delayed for cause beyond the control of the permittee or contractor employed to do the work, the time for completion may be extended. Requests for extensions of time shall be made in writing to the Town Manager setting forth full particulars as to cause of delay. Determination as to whether sufficient cause exists to justify a time extension and the amount of any extension shall be made by the Town Manager.

(C) The exterior appearance of the building shall be made equal or superior to the general nature, quality, and character of the neighborhood into which located.

(D) Evidence and plans demonstrating the intent to comply with divisions (A), (B), and (C) of this section shall be approved by the Building Inspector ~~and Board of Adjustment~~ prior to issuance of a building permit for moving the building. ~~In this regard the Board of Adjustment shall hold a evidentiary hearing as set forth in § 157.146(C) of this chapter. Owners of property within 200 feet of the proposed new location shall be individually notified by certified mail of the hearing.~~

(E) Temporary relocation of buildings for periods not to exceed 90 days may be approved by the Building Inspector provided that during such period the building shall not be connected to any utility system and shall not be occupied. In the event the owner desires to secure the building at its temporary location and initiate improvements thereon, such work shall be done at the owner's sole risk and shall be subject to the provisions of divisions (A) through (D) above.

Failure to comply fully with divisions (A) through (D) of this section shall be just cause for an order to remove to be issued by the Building Inspector and each day the building remains after the deadline stated in the order shall be considered a separate violation of this section.

(F) A fee as established in the fee schedule adopted by the Board of Commissioners, which shall be available at the office of the Town Clerk, shall be paid to the town for each application for relocation of a building to cover the costs of advertising and other administrative expense involved.

(G) Prior to issuance of a building permit for the work, the person or firm to whom the building permit is to be issued shall furnish a performance bond issued by a surety authorized to do business in the state or shall deposit money, certified check, or government securities for the full cost of the work as determined by the Building Inspector in consultation with the applicant for the permit or for \$25,000 whichever is the greater, as a guarantee of faithful completion of the work.

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 20th day of May 2025.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk



TOWN OF HOLDEN BEACH BOARD OF COMMISSIONERS' STATEMENT OF CONSISTENCY AND ZONING RECOMMENDATION

The Town of Holden Beach Board of Commissioners has reviewed and hereby recommends approval of amendments to Section 157.085 of the Town's Land Use Section.

After review, the Board of Commissioners 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: An amendment as recommended by the Planning & Inspections Director and the Board of Adjustment.

Economic Impacts: The CAMA Land Use Plan Goals and Objectives 3.1; Policies 3.1(A), 3.1(B), 3.1(C), 3.1(D), 3.1(J) and 3.1(K). Goals and Objectives 3.2; Policies 3.2(A), 3.2(B), 3.2(C) and 3.2(J). The changes will support not alter the current Goals, Objectives, and Policies.

Environmental Impacts: Amendments align with current Goals and Objectives 3.1 and 3.2 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 _____ vote this _____ day of _____ 2025.

J. Alan Holden, Mayor



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

FROM: Interim Manager Ferguson



MEETING DATE: 5/20/25

DATE SUBMITTED: 5/7/25

ISSUE/ACTION REQUESTED: Report on Lockwood Folly Dredging history and future plans.

BACKGROUND/PURPOSE OF REQUEST: There was a recent announcement based on information from the US Army Corps of Engineers that maintenance dredging of the inlet would be occurring in the May timeframe. That timing is now June/July based on the last correspondence. An update will be provided of the recent history of navigation maintenance and where we are on a regional basis with the inlet.

FISCAL IMPACT: (select one)

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

CONTRACTS/AGREEMENTS: (select one)

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

FINANCE RECOMMENDATION: N/A

INTERIM TOWN MANAGER'S RECOMMENDATION: Receive information and consider future action.



Date: May 9, 2025

To: Mayor Holden and Board of Commissioners

From: Christy Ferguson, Interim Town Manager 

Re: Lockwood Folly Dredging History and Status

The Lockwood Folly Inlet needs a navigation dredging event originally scheduled for the May timeframe but now pushed on the Corps' schedule to June/July. The Town of Holden Beach requested \$1,500,000 in Congressionally Directed Spending in FY 25 for maintenance dredging needs but with the continuing resolution for the federal government, earmarks were not included. The Town also requested this earmark in FY 24, though it wasn't granted at that time, and we have been proactive in submitting a \$1,500,000 request for FY 26. Prior to our submission of a request, the County submitted one in FY 2022 that was awarded in the amount of \$1,050,000, with the delegation knowing Holden Beach supported the submission at the time.

Additionally, the Town of Holden Beach dredged the Inlet using our Shallow Draft Inlet permit in 2023, when the depths got to a point that the Corps' fleet could not accomplish the work. Through both financial investment and federal advocacy, we have a long history of working to keep the inlet safe and navigable using resources as they become available.

Currently, the Corps is reporting a project cost of \$744,500 for the above scheduled dredge event with the state paying \$558,375 from the Shallow Draft Navigation Channel and Aquatic Weed Fund and the local match being \$186,125. Typically, the county would pay 50% of that cost and Holden and Oak Island would split the other half, 25% each. Holden Beach budgeted funds in case there was a delay at the federal level with funding and stands ready to move forward. We hope all shared interests will also provide funding needed to keep the project moving forward and on the Corps' schedule.

More to come with any changes at the federal level or local level as information becomes available. The Town of Holden Beach may need a special meeting in the near future.



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE:5/20/2025

FROM: Planning and Inspections

SUBMITTED:5/13/2025

ISSUE/ACTION REQUESTED: Approval of the ADA completion agreement

BACKGROUND/PURPOSE OF REQUEST:

The Town has completed the requirements for the ADA agreement and would like to show that we have completed the work in good faith, while viewing the mediation as a partnership with parties involved for completion.

FISCAL IMPACT: (select one)

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

CONTRACTS/AGREEMENTS: (select one)

REVIEWED BY TOWN ATTORNEY: YES ☒ NO ☐

ADVISORY BOARD RECOMMENDATION:NA

FINANCE RECOMMENDATION:NA

TOWN MANAGER'S RECOMMENDATION: Recommend approval

ATTACHMENT: See agreement

KEY BRIDGE ADA AGREEMENT – HOLDEN BEACH

April 2023 – May 2025

1. Jordan Boulevard

a. Respondent Obligations

- i. Remove existing ramp and replace with new section of sidewalk – COMPLETE
- ii. Ensure access to sidewalk from all existing accessible spaces – COMPLETE
- iii. Provide proper signage and markings – COMPLETE

b. Additional Comments

- i. This area presented a challenge to providing accessible parking that was not sloped. To resolve that issue, a raised concrete parking pad was built which provides safe, accessible parking for two vehicles.
- ii. Originally it was hoped that three vehicles would be able to use the parking pad, however, due to a side drop-off, the spaces had to be reconfigured.
- iii. The area provides 2 accessible parking spaces.

2. 114 OBE Parking Lot

a. Respondent Obligations

- i. Install firm, stable, slip resistant surface – COMPLETE
- ii. Install proper signage and markings – COMPLETE

b. Additional Comments

- i. The pervious concrete surface has provided an excellent solution to the concerns at this area.
- ii. The area required restriping after initial construction due to the lack of access aisles. This has since been corrected.
- iii. The area provides 5 accessible parking spaces

3. 114 OBE Ramp

a. Respondent Obligations

- i. Replace current wooden handrails with round railings – COMPLETE
- ii. Improve transition from the end of the ramp to eliminate dip – COMPLETE
- iii. Extend mat to maximum CAMA permitted length – COMPLETE
- iv. Add options for wheelchair seating at the end of the mat – COMPLETE

b. Additional Comments

- i. Initial work had to be redone to correct several issues with the handrails but has now been satisfactorily completed.

- ii. Once hard matting was put in place, there were no further issues regarding the previous dip and area of sand accumulation.
- iii. The initial seating area provided for wheelchairs was determined to not be adequate, and has since been enlarged.

4. East End Parking Area

a. Respondent Obligations

- i. Procure Town Access to expand parking area – COMPLETE
- ii. Install firm, stable, slip resistant surface – COMPLETE
- iii. Install proper signage and markings – COMPLETE

b. Additional Comments

- i. The pervious concrete surface has provided an excellent solution to the concerns at this area.
- ii. The area required restriping after initial construction due to the lack of access aisles. This has since been corrected.
- iii. The area provides 8 accessible parking spaces.

5. East End Beach Access

a. Respondent Obligations

- i. Procure Town Access for purposes of providing an accessible path – COMPLETE
- ii. Install accessible path with firm, stable, slip resistant surface – COMPLETE

b. Additional Comments

- i. A switchback walkway with railings has been installed that provides a firm, stable, slip resistant surface by which to access the beach.
- ii. Some matting is provided at the bottom of the walkway, however, more is recommended in order to provide a seating area for wheelchairs that is out of the flow of pedestrian traffic.

6. Accessible Rest Rooms

a. Respondent Obligations

- i. Provide accessible rest room at 114 OBE – COMPLETE
- ii. Provide accessible rest room at East End – COMPLETE

b. Additional Comments

- i. Two restrooms and an outdoor shower are now available at 114 OBE.
- ii. A single restroom and outdoor shower is now available at the East End.

7. 700 Block OBW Parking

a. Respondent Obligations

- i. Install firm, stable, slip resistant surface – COMPLETE
- ii. Install proper signage and markings – COMPLETE

b. Additional Comments

- i. This area provides 2 accessible parking spaces on a concrete pad.

8. 801 OBW

a. Respondent Obligations

- i. Install access path that is firm, stable, and slip resistant – COMPLETE

b. Additional Comments

- i. An accessible wooden walkway is now in place and provides beach access at this location.
- ii. Matting has been placed at the end of the walkway and includes a small seating area that will accommodate a wheelchair.

9. Pier Parking Lot

a. Respondent Obligations

- i. Install a continuous mat from the end of the hard surface of the parking lot to the maximum CAMA permitted length – COMPLETE
- ii. Add options for wheelchair seating at the end of the mat – COMPLETE

b. Additional Comments

- i. The initial complaint and request at this area addressed access on the East side of the parking lot.
- ii. The Town has constructed an accessible wooden walkway on the West side of the parking lot improving access at this location.
- iii. Matting ends in a T-shape and provides an adequate wheelchair seating area out of the flow of pedestrian traffic.
- iv. Improved mats are also in place on the East side of the pier, however there is no seating area out of the flow of pedestrian traffic.
- v. This area currently provides 8 accessible parking spaces, however one may be located where it could possibly impede emergency vehicles as they access the beach.

10. ADA Coordinator

a. Respondent Obligations

- i. Identify a Town employee to serve as the ADA Compliance Specialist – COMPLETE

b. Additional Comments

- i. Mr. Evans has been responsive to concerns identified throughout this Mediation process and has been proactive in presenting items related to the Mediation work, as well as future construction projects, to the Board of Commissioners.

11. Quarterly Updates

a. Respondent Obligations

- i. Provide, at a minimum, quarterly updates to Complainant regarding status of work – COMPLETE

b. Additional Comments

- i. All meetings were held as scheduled, either in person or via telephone with adequate explanations and opportunities for questions.

12. Completion of Items

a. Respondent Obligations

- i. Complete all items no later than MARCH 2025 – COMPLETED MAY 2025

b. Additional Comments

- i. The May completion date was within the timelines as laid out in the Mediation Agreement.
- ii. See “*Final Comments*” (attached ADDENDUM)

Those signing below agree that as of May 20, 2025, all work required as part of the Key Bridge Mediation Agreement with the Town of Holden Beach has been completed to the satisfaction of the Complainant, Martha Myers and the Town of Holden Beach.

Martha S. Myers, Complainant

Tim Evans, ADA Coordinator/Building Inspector

Christie Ferguson, Interim Town Manager

Alan Holden, Town of Holden Beach Mayor

Rick Smith, Commissioner (Mediation Representative)

Throughout this process, and as directed by the Agreement, Town staff has met with me quarterly to review their progress. On Wednesday, March 12, we met for our final quarterly meeting. We reviewed each component of the Agreement and determined that a few relatively minor issues were still outstanding. Those items were specifically communicated via email to Town staff. As of May 20, 2025, all items listed in the Agreement are now complete.

The work the Town has engaged in over the past two years has greatly improved beach accessibility at Holden Beach. The Town, thanks in large part to the work of ADA Coordinator/Building Inspector Tim Evans, has exceeded what was required by the Agreement. What has been accomplished is something for which the Town of Holden Beach should truly be proud. Additionally, and under Mr. Evans leadership, the Town is about to embark on an ADA Self-Assessment, something that is not part of the Agreement, but will provide a roadmap of sorts for current and future ADA improvements.

One piece of the self-assessment that will be of critical importance is ensuring there is a specific plan in place for fully maintaining all ADA components. Something cannot be partially ADA accessible, it either is, or is not. Probably the greatest area in which this will be important is with the blue access mats. The mats will get covered with sand, and to remain accessible there MUST be a plan for monitoring and cleaning them on a regular basis. And that plan must be followed. Anything less may put the Town at risk for further complaints being filed. One suggestion provided to Town officials is that they consider organizing teams of volunteers to help with mat sweeping/cleaning, with oversight by the Public Works Department or other Town staff. Several individuals and civic organizations have already expressed a willingness to assist the Town with mat cleaning. It would be great if, before the busy season begins, the Town would consider holding an open meeting to discuss the feasibility and logistics of setting up volunteer teams to assist with this important task.

Completion of this Agreement has neither been easy for anyone involved, without its hurdles, nor inexpensive for the Town of Holden Beach, but if it has improved access for even just one person, it has been worthwhile. I venture to say that more than one person will benefit from the improvements and the increased awareness of the importance of accessibility. Hopefully it has also shown how individuals, organizations, and government can come together to work for the greater good of everyone. The cooperation of all parties involved has been greatly appreciated.

Respectfully Submitted,

Martha S Myers
Equal Access Consulting



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: May 20, 2025

FROM: Heather Finnell, Town Clerk DATE SUBMITTED: May 6, 2025

ISSUE/ACTION REQUESTED: Discussion and Possible Action on Proposed Changes to Holden Beach Code of Ordinances, Chapter 72: Parking Regulations

BACKGROUND/PURPOSE OF REQUEST: An Amendment to the Parking Zone and Area Table of Section 72.03 Parking Authorized by Permit Only is necessary to reflect changes recently made at the pier and east end of the island. Changes are highlighted in the attached ordinance.

Staff recommends that the Board approve Ordinance 25-08.

FISCAL IMPACT: (select one)

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

CONTRACTS/AGREEMENTS: (select one)

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

FINANCE RECOMMENDATION: N/A

TOWN MANAGER'S RECOMMENDATION: Support staff changes to the table.

ATTACHMENT: Ordinance 25-08

ORDINANCE 25-08
AN ORDINANCE AMENDING THE HOLDEN BEACH CODE OF ORDINANCES, CHAPTER 72:
PARKING REGULATIONS

BE IT ORDAINED BY the Mayor and Board of Commissioners of the Town of Holden Beach, North Carolina, that Holden Beach Code of Ordinances, Chapter 72: Parking Regulations be amended as follows.

Section One: Amend the Parking Zone and Area Table in Section 72.03 Parking Authorized by Permit Only as follows (changes are highlighted):

Town of Holden Beach
Parking Zone and Area Table

The following table shall indicate the specific areas within the corporate limits of the Town of Holden Beach where parking is specifically authorized pursuant to Ordinance 72 and its counterparts and references. Changes and/or modifications to this table are restricted to actions by the Board of Commissioners.

Street/Location (West to East)	Type of Space LSV=Low Speed Vehicle F=All Vehicles BT = Attached Boat Trailer HC = Handicapped	Authorized Parking Area	Number of Spaces		Parking Zone
			Off-Street	On-Street	
Seagull Dr	LSV	Westside only		2	H09
Deal Dr	LSV	Both sides of street		2	H10
Seaside Dr	LSV	Eastside only		2	H11
Tarpon Dr	LSV	Both sides of street		2	H14
Marlin Dr	LSV	Both sides of street		2	H15
Tuna Dr	LSV	Both sides of street		2	H16
Dolphin Dr	LSV	Eastside only		2	H17
792-788 Ocean Blvd W (Parcel Number 246BC01601)	10 x F / 2 x HC	In lot	12		H20
Starfish Dr	LSV	Westside only		2	H22
Lionspaw Dr	LSV	Eastside only		2	H23
Charlotte St	LSV	Both sides of street		2	H26
Durham St	LSV	Eastside only		2	H27
441 Ocean Blvd W	8789 x F / 8 x HC	In lot		9597	H28
Burlington St	LSV	Both sides of street		2	H29
Salisbury St	LSV	Both sides of street		2	H30
Sanford St	LSV	Both sides of street		2	H31
Raleigh St	LSV	Both sides of street		2	H32
Fayetteville St	LSV	Westside only		2	H33

Lumberton St	LSV	Westside only		2	H34
Highpoint St	LSV	Both sides of street		2	H35
Neptune St	LSV	Eastside only		2	H36
Davis St, Ocean Blvd W to Brunswick Ave W	F	Eastside only		10	H39
120 Davis St	F	In lot	16		H40
Brunswick Ave West, Davis St. to Jordan Blvd (includes restrooms)	42 X F/2 X HC	Both sides of street		44	H41
Jordan Blvd (OBW to Brunswick Ave)	21 X F/3 X HC	Both sides of street		24	H42
Jordan Blvd (Brunswick to Pavilion)	22 X F/2 X HC	Both sides of street		24	H43
Pump Station 1 South (North of bridge, between BAW and Jordan Blvd)	F	Both sides of street		24	H45
Southshore Dr, West of Jordan Blvd	F	Both sides of street		12	H47
Southshore Dr, Carolina Ave to Quinton St	F	Both sides of street		15	H48
Carolina Ave, Southshore Dr to Quinton St	F	Both sides of street		20	H49
Brunswick Ave East, Jordan Blvd to Quinton St	F	Both sides of street		18	H50
Quinton St	15 x F / 2 x LSV	Westside only		17	H51
114 Ocean Blvd East	HC	In lot	6		H52
Ferry St, North of Ocean Blvd E	LSV	Westside only		2	H54
Ferry St, South of Ocean Blvd E	F	Both sides of street		15	H55
Holden St	F	Westside only		10	H56
Ranger St, South of Ocean Blvd E	LSV	Both sides of street		8	H57
Elizabeth St, South of Ocean Blvd E	LSV	Westside only		3	H58
Mullet St	LSV	Both sides of street		2	H59
220 Ocean Blvd E	F	In lot	12		H60
Bendigo St, South of Ocean Blvd E	F	Both sides of street		8	H61
Blockade Runner Dr	LSV	Westside only		2	H62
McCray St, Ave A to Dunescape Dr.	F	Northside only		40	H63
Ocean Blvd East, McCray to Ave A	F	Both sides of street		20	H64
Ave A	F	Westside only		6	H66

Ave B	F	Both sides of street		10	H67
Dunescape Dr, South of McCray St.	LSV	Westside only		2	H68
McCray St, Dunescape Dr. East to Ave D	F	Northside only, parallel only		16	H69
Ave D	F	Both sides of street		16	H71
McCray Street, East of Ave D	F x 45 / HC x 7	Northside of street only		5245	H70
Ave E	HC x 8 / LSV x2	North & East side of street		10	H70

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 20th day of May, 2025.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: May 20, 2025

FROM: Heather Finnell, Town Clerk

DATE SUBMITTED: May 7, 2025

ISSUE/ACTION REQUESTED: Discussion and Possible Action On Ordinance 25-09, An Ordinance Adopting a Supplement to the Holden Beach Code of Ordinances (Supplement 18)

BACKGROUND/PURPOSE OF REQUEST: The latest supplement to the Holden Beach Code of Ordinances, along with Ordinance 25-09, which adopts the supplement, are included for your review. The supplement codifies the ordinances the Board approved since the last supplement.

If you approve Ordinance 25-09, please follow the instruction sheet and replace the old pages in your Code books. If you prefer, you could bring me your book and the supplement and I will do it for you.

Staff recommends the Board adopt Ordinance 25-09.

FISCAL IMPACT: (select one)

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

CONTRACTS/AGREEMENTS: (select one)

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

FINANCE RECOMMENDATION: N/A

TOWN MANAGER'S RECOMMENDATION: Adopt ordinance 25-09

ATTACHMENT:

Ordinance 25-09

Supplement 18

ORDINANCE 25-09

AN ORDINANCE ENACTING AND ADOPTING A SUPPLEMENT TO THE CODE OF ORDINANCES OF THE TOWN OF HOLDEN BEACH, NORTH CAROLINA (SUPPLEMENT 18)

WHEREAS, American Legal Publishing Corporation of Cincinnati, OH, has completed the 18th supplement to the Code of Ordinances of the Town of Holden Beach, which supplement contains all ordinances of a general and permanent nature enacted since the prior supplement to the Code of Ordinances of the Town of Holden Beach; and

WHEREAS, it is necessary to provide for the usual daily operation of the municipality and for the immediate preservation of the public peace, health, safety and general welfare of the municipality that this ordinance take effect.

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF HOLDEN BEACH, NORTH CAROLINA:

Section 1. That the 18th supplement to the Code of Ordinances of the Town of Holden Beach as submitted by American Legal Publishing Corporation of Cincinnati, OH, and as attached hereto, be and the same is hereby adopted by reference as if set out in its entirety.

Section 2. Such supplement shall be deemed published as of the day of its adoption and approval by the Board of Commissioners and the Clerk of the Town of Holden Beach is hereby authorized and ordered to insert such supplement into the copy of the Code of Ordinances kept on file in the office of the Clerk.

PASSED AND ADOPTED by the Board of Commissioners of the Town of Holden Beach, North Carolina, on this 20th day of May, 2025.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: May 20, 2025

FROM: Heather Finnell, Town Clerk

DATE SUBMITTED: May 9, 2025

ISSUE/ACTION REQUESTED: Discussion and Possible Selection of a Date to Hold a Public Hearing on the Proposed Budget for Fiscal Year 2025 - 2026

BACKGROUND/PURPOSE OF REQUEST: The Board is required to hold a public hearing prior to adopting the budget. Staff recommends scheduling the hearing for June 17th at 5:00 p.m. (at the start of the regular meeting).

FISCAL IMPACT: (select one)

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

CONTRACTS/AGREEMENTS: (select one)

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

FINANCE RECOMMENDATION: N/A

TOWN MANAGER'S RECOMMENDATION:

ATTACHMENT: Concur with date and time above.



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 5/20/25

FROM: Finance Director McRainey

DATE SUBMITTED: 5/9/25

ISSUE/ACTION REQUESTED: Consideration and possible action to approve contract for Harris Local Government print and mail services.

BACKGROUND/PURPOSE OF REQUEST: Harris Local Government has an option to produce and mail our tax/water bills which will produce more timely billing and solve a long standing issue we have had with our folding machine.

FISCAL IMPACT: (select one)

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

CONTRACTS/AGREEMENTS: (select one)

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

FINANCE RECOMMENDATION: Approve contract.

INTERIM TOWN MANAGER'S RECOMMENDATION: Finance Officer suggests that an analysis of cost difference will not impact the budget. Suggest approval

Deb Cronin
Account Manager

Harris Local Government
2017 East Main Street
Easley, SC 29640

Phone: 228-271-3617
email: dcronin@harrislocalgov.com



April 1, 2025

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

Subject: Proposal for Managed Print and Mail Services

Dear Mr. McRainey,

Harris Local Government is pleased to provide Town of Holden Beach NC with the following proposal for Managed Print and Mail Services.

Our recommended solution includes everything needed to produce your Tax Bills. The pricing includes processing, printing, folding, inserting, USPS CASS & NCOA services, and First-Class mailing. **Postage is passed along at cost and is not required to be paid in advance.**

Thank you for allowing us the opportunity, I am excited at the prospect of partnering with you.

Sincerely,

Deb Cronin

Account Manager
Harris Local Government – Print & Mail
Office: 228-271-3617
Cell: 609-351-0945



Date: 04012025
 Quote No: DC-HOLD-04012025-TX-SF
 Effective To: 04/30/2025
 Prepared By: Deb

Proposal Pricing

This Agreement between Holden Beach NC ("Purchaser") and TBS dba Harris Local Government – Print and Mail, 2017 East Main Street, Easley SC 29640 ("Harris") confirms the purchase of the following print and mail fulfillment and related services (the "Services").

Item	Description	Quantity	Unit Price	Extended Price
<i>Managed Print Services:</i>				
1.	Annual Tax Bills a. Prints one side, black ink on 8.5 x 11 white perf paper b. "Official Tax Matter" Outgoing envelope	3,550	.14	\$497.00
2.	USPS Postage (Approx - actual postage will be passed along at cost) <i>We include up to five (5) bills per envelope for maximum postage savings</i>	3,550	.545	\$1,934.75
3.	Mail tracking - Fee on Utility Bill Estimate			
4.	Annual Processing - Fee on Utility Bill Estimate			
			Total	\$2,431.75
ADD-ON Services (Additional cost)				
Mail Tracking = \$350 Annually				
Inserts: 8.5 x 11 prints one side = .10 per insert / 8.5 x 11 prints two sided = .15 per insert				
Uploading PDF files to 3rd party = \$50				
Special Coding/Script/Manipulation of data = TBD				

Price is subject to change. The USPS reserves the right to raise prices twice per year, in January and July. For more information, please refer to the USPS website.

The total quantity above is approximate; customers will be invoiced for the actual amount of bills printed and mailed.

Price assumes print-ready PDF file provided. Any alterations will incur additional costs.

Agreement Terms and Conditions

1. Definition

Agreement", "this Agreement", "the Agreement", "hereof", "herein", "hereto", "hereby", "hereunder" and similar expressions mean this Printing Services Agreement, including all of its Schedules and all instruments supplementing, amending, or confirming this Agreement.

2. Payment Terms

Order will be processed with the return of the signed printing services agreement. Services will be billed upon completion of job within the then current billing cycle. Payment is due within 30 days of receiving invoice.

3. Minimum Annual Commitment

The parties acknowledge that the pricing herein is based on a minimum annual quantity of 3000 ("Minimum Commitment") per annual contract term.

4. Term

This Agreement shall come into effect immediately as of the date of execution hereof by both Parties and shall remain in force for a period of one (1) year (the "Initial Term"), except as provided for herein. At the expiration of the Initial Term, this Agreement, including any modifications thereto, shall renew for a Renewal Term of one year, unless either party provides written notice of non-renewal ninety (90) days prior to the expiration of the Current Term. In the event that this Contract is renewed in accordance with this Section, the terms of the Agreement, shall remain unchanged (except to the extent expressly modified by agreement of the parties), except that the pricing terms may be modified with prior written notice to Purchaser. Harris shall notify Purchaser at least sixty-one (91) days in advance of any modification of pricing terms.

5. Termination

This Agreement may be terminated prior to expiration of the Initial Term hereof only as follows.

- a. Provided that Purchaser or Harris (the "Terminating Party") is not then in breach of its obligations hereunder, the Terminating Party may terminate this Agreement with regard to its obligations that arise hereunder after the date of termination by delivering to the other party (the "Breaching Party") written notice of such termination upon the occurrence of any of the following:
 - I. the Breaching Party is in material breach of its obligations hereunder and fails to cure such breach within twenty (20) business days after receipt of written notice thereof from the terminating Party; or
 - II. the bankruptcy or insolvency of the Breaching Party, including but not limited to any of the following: assignment for the benefit of creditors, inability to pay debts when due, commencement of procedures for compulsory reorganization, and management or significant assets or property being involuntarily taken over in whole or in part by any governmental office, agency, or authority; or
- b. upon the mutual written consent of the Purchaser and Harris to terminate this Agreement.

6. Payment Upon Early Termination

The parties acknowledge that the pricing herein is based upon an Initial Term of one (1) year(s). The parties agree that if this Agreement is terminated prior to expiration of the Initial Term by Harris pursuant to paragraph 5(a) above, or if Purchaser terminates this Agreement other than pursuant to paragraph 5(a) above, the Purchaser shall pay an Early Termination Fee. The Early Termination Fee shall be calculated as follows: 100% of the "Minimum Commitment" Pursuant to paragraph 3 above, for the remaining initial term set forth on page three (3) of this Agreement or the remaining of any renewal term.

7. Relationship Between the Parties

It is acknowledged and agreed that Harris shall not be considered an agent, employee, or representative of the Purchaser. Harris shall not act on behalf of the Purchaser, except as otherwise agreed upon herein. Nothing herein shall be construed in any way to constitute a partnership, joint venture, agency or any other special relationship between Harris and the Purchaser, nor is it the intention of the Parties to establish any such relationship.

Neither Harris nor the Purchaser is granted any express or implied right or authority to assume or to create any obligation or responsibility on behalf of, or in the name of the other, or to bind the other in any manner or thing whatsoever, without the prior written approval of a duly authorized representative of the other.

8. Data

In the event that the Purchaser is providing data to Harris, it is the responsibility of the Purchaser to ensure that the format and quality of the data meets Harris requirements. Any deadline for performance of the Services agreed upon at signing is based on the assumption that the data provided is in the correct format and of sufficient quality. Any delay due to incorrect data is the responsibility of the Purchaser. Harris will manipulate incorrect data for the purchaser at an additional charge agreed to in writing by the parties.

9. Warranty

The Services shall be performed in a professional manner in accordance with generally accepted industry standards for the printing industry. If the Services fail to comply with this warranty, Purchaser shall promptly notify Harris in writing. The notice from Purchaser shall specify in reasonable detail any alleged non-conformities in the Services and reasonable requirements for acceptance of the Services. Upon such notice, Harris shall, as Purchaser's sole and exclusive remedy, promptly re-perform any such Services. This warranty is effective for thirty (30) days following completion of the Services.

Purchaser is solely responsible for the accuracy of the data provided to Harris. Harris does not warrant the accuracy of the data transmitted but does warrant the transposition and printing of the data once received by Harris.

The express warranties contained above are in lieu of all other representations, warranties, and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade. Without limiting the generality of the foregoing, Harris does not represent or warrant, and the Purchaser acknowledges that there are no further representations or warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement, and warranties arising from a course of dealing, usage, or trade practice.

10. Limitations on Liability

THE PURCHASER AND HARRIS RECOGNIZE THAT CIRCUMSTANCES MAY ARISE ENTITLING THE PURCHASER TO DAMAGES FOR BREACH OR OTHER FAULT ON THE PART OF THE HARRIS ARISING FROM THIS AGREEMENT. EXCEPT FOR DAMAGES ARISING OUT OF HARRIS'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PURCHASER AGREES THAT HARRIS' LIABILITY HEREUNDER FOR DAMAGES SHALL NOT EXCEED THE CHARGES HEREUNDER PAID BY PURCHASER TO HARRIS. IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THIS PARAGRAPH SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT

11. Cancellation Policy

In the event of cancellation of the Agreement by either party for any reason, Purchaser agrees to pay for all Printing Services rendered and all expenses incurred prior to the cancellation. Purchaser must provide written notification to Harris if it wishes to cancel the Agreement.

12. Governing Law; Venue

This Agreement shall be governed by the substantive and procedural laws of the State of ^{NC}NY. Purchaser hereby agrees to submit to the exclusive jurisdiction of, and venue in, the courts in the State of ^{NC}NY in any dispute arising out of or related to this agreement. 

13. Entire Agreement

^{NC} This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. Any modification or waiver of this Agreement is effective only if it is in writing signed by an authorized representative of the party to be charged. Provisions of a Customer purchase order or similar document are not applicable if they conflict with or add to the terms of this Agreement.

Purchaser: Holden Beach, NC

By: _____ Date: _____

Authorizing Party

Contact Name: _____

Contact Title: _____

E-mail Address: _____

Phone Number: _____

Fax Number: _____

Purchaser's Billing Department Information

Billing Address: _____

AP Contact: _____

E-mail Address: _____

Phone Number: _____

Fax Number: _____

Deb Cronin
Account Manager

Harris Local Government
2017 East Main Street
Easley, SC 29640

Phone: 228-271-3617
email: dcronin@harrislocalgov.com



April 1, 2025

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

Subject: Proposal for Managed Print and Mail Services

Dear Mr. McRainey,

Harris Local Government is pleased to provide Town of Holden Beach NC with the following proposal for Managed Print and Mail Services.

Our recommended solution includes everything needed to produce your Utility Bills. The pricing includes processing, printing, folding, inserting, USPS CASS & NCOA services, and First-Class mailing. **Postage is passed along at cost and is not required to be paid in advance.**

Thank you for allowing us the opportunity, I am excited at the prospect of partnering with you.

Sincerely,

Deb Cronin

Account Manager
Harris Local Government – Print & Mail
Office: 228-271-3617
Cell: 609-351-0945



Date: 04012025
 Quote No: DC-HOLD-04012025-SF
 Effective To: 04/30/2025
 Prepared By: Deb

Proposal Pricing

This Agreement between Holden Beach NC ("Purchaser") and TBS dba Harris Local Government – Print and Mail, 2017 East Main Street, Easley SC 29640 ("Harris") confirms the purchase of the following print and mail fulfillment and related services (the "Services").

Item	Description	Quantity	Unit Price	Extended Price
<i>Managed Print Services:</i>				
1.	Monthly Utility Bills	2,400	.14 \$	336.00
	a. Prints one side, black ink on 8.5 x 11 perf white paper			
	b. House stock - #10 Double Window Outgoing Envelope			
2.	USPS POSTAGE (Approx. - Actual will be passed along at cost)	2,400	.545 \$	1,308.00
	We combine up to five (5) pieces per envelope for maximum postage savings			
3.	New Customer set up fee (one-time fee)	1	150.00 \$	150.00
4.	Annual Mail Processing Fee*	1	393.75 \$	393.75
	(*prorated for 1st year, full price of \$525 will be billed in January of each year thereafter)			
5.	Mail Tracking **	1	262.50 \$	262.50
	(**prorated for first year, full price of \$350 will be billed in January of each year thereafter)			
Total (First month)				\$ 2,450.25
Total (Additional months in 2025)				\$ 1,644.00

ADD-ON Services (Additional cost)

Mail Tracking = \$350 Annually

inserts: 8.5 x 11 prints one side = .10 per insert / 8.5 x 11 prints two sided = .15 per insert

Uploading PDF files to 3rd party = \$50 per file

Special Coding/Script/Manipulation of data = TBD

Price is subject to change. The USPS reserves the right to raise prices twice per year in January and July. For more information, please refer to the USPS website.

The total quantity above is approximate; customers will be invoiced for the actual amount of bills printed and mailed.

Pricing assumes print ready PDF file provided. Any alternations will incur additional fees.

Agreement Terms and Conditions

1. Definition

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2. Payment Terms

Order will be processed with the return of the signed printing services agreement. Services will be billed upon completion of job within the then current billing cycle. Payment is due within 30 days of receiving invoice.

3. Minimum Annual Commitment

The parties acknowledge that the pricing herein is based on a minimum annual quantity of 25,000 ("Minimum Commitment") per annual contract term.

4. Term

This Agreement shall come into effect immediately as of the date of execution hereof by both Parties and shall remain in force for a period of one (1) year (the "Initial Term"), except as provided for herein. At the expiration of the Initial Term, this Agreement, including any modifications thereto, shall renew for a Renewal Term of one year, unless either party provides written notice of non-renewal ninety (90) days prior to the expiration of the Current Term. In the event that this Contract is renewed in accordance with this Section, the terms of the Agreement, shall remain unchanged (except to the extent expressly modified by agreement of the parties), except that the pricing terms may be modified with prior written notice to Purchaser. Harris shall notify Purchaser at least sixty-one (91) days in advance of any modification of pricing terms.

5. Termination

This Agreement may be terminated prior to expiration of the Initial Term hereof only as follows.

- a. Provided that Purchaser or Harris (the "Terminating Party") is not then in breach of its obligations hereunder, the Terminating Party may terminate this Agreement with regard to its obligations that arise hereunder after the date of termination by delivering to the other party (the "Breaching Party") written notice of such termination upon the occurrence of any of the following:
 - I. the Breaching Party is in material breach of its obligations hereunder and fails to cure such breach within twenty (20) business days after receipt of written notice thereof from the terminating Party; or
 - II. the bankruptcy or insolvency of the Breaching Party, including but not limited to any of the following: assignment for the benefit of creditors, inability to pay debts when due, commencement of procedures for compulsory reorganization, and management or significant assets or property being involuntarily taken over in whole or in part by any governmental office, agency, or authority; or
- b. upon the mutual written consent of the Purchaser and Harris to terminate this Agreement.

6. Payment Upon Early Termination

The parties acknowledge that the pricing herein is based upon an Initial Term of one (1) year(s). The parties agree that if this Agreement is terminated prior to expiration of the Initial Term by Harris pursuant to paragraph 5(a) above, or if Purchaser terminates this Agreement other than pursuant to paragraph 5(a) above, the Purchaser shall pay an Early Termination Fee. The Early Termination Fee shall be calculated as follows: 100% of the "Minimum Commitment" Pursuant to paragraph 3 above, for the remaining initial term set forth on page three (3) of this Agreement or the remaining of any renewal term.

7. Relationship Between the Parties

It is acknowledged and agreed that Harris shall not be considered an agent, employee, or representative of the Purchaser. Harris shall not act on behalf of the Purchaser, except as otherwise agreed upon herein. Nothing herein shall be construed in any way to constitute a partnership, joint venture, agency or any other special relationship between Harris and the Purchaser, nor is it the intention of the Parties to establish any such relationship.

Neither Harris nor the Purchaser is granted any express or implied right or authority to assume or to create any obligation or responsibility on behalf of, or in the name of the other, or to bind the other in any manner or thing whatsoever, without the prior written approval of a duly authorized representative of the other.

8. Data

In the event that the Purchaser is providing data to Harris, it is the responsibility of the Purchaser to ensure that the format and quality of the data meets Harris requirements. Any deadline for performance of the Services agreed upon at signing is based on the assumption that the data provided is in the correct format and of sufficient quality. Any delay due to incorrect data is the responsibility of the Purchaser. Harris will manipulate incorrect data for the purchaser at an additional charge agreed to in writing by the parties.

9. Warranty

The Services shall be performed in a professional manner in accordance with generally accepted industry standards for the printing industry. If the Services fail to comply with this warranty, Purchaser shall promptly notify Harris in writing. The notice from Purchaser shall specify in reasonable detail any alleged non-conformities in the Services and reasonable requirements for acceptance of the Services. Upon such notice, Harris shall, as Purchaser's sole and exclusive remedy, promptly re-perform any such Services. This warranty is effective for thirty (30) days following completion of the Services.

Purchaser is solely responsible for the accuracy of the data provided to Harris. Harris does not warrant the accuracy of the data transmitted but does warrant the transposition and printing of the data once received by Harris.

The express warranties contained above are in lieu of all other representations, warranties, and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade. Without limiting the generality of the foregoing, Harris does not represent or warrant, and the Purchaser acknowledges that there are no further representations or warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement, and warranties arising from a course of dealing, usage, or trade practice.

10. Limitations on Liability

THE PURCHASER AND HARRIS RECOGNIZE THAT CIRCUMSTANCES MAY ARISE ENTITLING THE PURCHASER TO DAMAGES FOR BREACH OR OTHER FAULT ON THE PART OF THE HARRIS ARISING FROM THIS AGREEMENT. EXCEPT FOR DAMAGES ARISING OUT OF HARRIS'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PURCHASER AGREES THAT HARRIS' LIABILITY HEREUNDER FOR DAMAGES SHALL NOT EXCEED THE CHARGES HEREUNDER PAID BY PURCHASER TO HARRIS. IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THIS PARAGRAPH SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT

11. Cancellation Policy

In the event of cancellation of the Agreement by either party for any reason, Purchaser agrees to pay for all Printing Services rendered and all expenses incurred prior to the cancellation. Purchaser must provide written notification to Harris if it wishes to cancel the Agreement.

12. Governing Law; Venue

This Agreement shall be governed by the substantive and procedural laws of the State of NY. Purchaser hereby agrees to submit to the exclusive jurisdiction of, and venue in, the courts in the State of NY in any dispute arising out of or related to this agreement.

13. Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. Any modification or waiver of this Agreement is effective only if it is in writing signed by an authorized representative of the party to be charged. Provisions of a Customer purchase order or similar document are not applicable if they conflict with or add to the terms of this Agreement.

Purchaser: Holden Beach, NC

By: _____ Date: _____

Authorizing Party

Contact Name: _____

Contact Title: _____

E-mail Address: _____

Phone Number: _____

Fax Number: _____

Purchaser's Billing Department Information

Billing Address: _____

AP Contact: _____

E-mail Address: _____

Phone Number: _____

Fax Number: _____



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 5/20/25

FROM: Finance Director McRainey

DATE SUBMITTED: 5/9/25

ISSUE/ACTION REQUESTED: Consideration and possible action to approve contract for LCC Telecom services.

BACKGROUND/PURPOSE OF REQUEST: LCC telecom services currently has a lease with us and this contract is to renew the lease for another 5 years.

FISCAL IMPACT: (select one)

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

CONTRACTS/AGREEMENTS: (select one)

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

FINANCE RECOMMENDATION: Approve contract.

INTERIM TOWN MANAGER'S RECOMMENDATION: Approve Contract

TOWER AND GROUND SPACE LEASE

This Tower and Ground Space Lease (the "Lease") is made by and between THE TOWN OF HOLDEN BEACH, whose address is 110 Rothschild Street, Holden Beach, NC 28462, hereinafter referred to as "Landlord", and USCOC of Greater North Carolina, LLC, a Delaware limited liability company, Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, hereinafter referred to as "Tenant".

WHEREAS, Landlord owns a water tower (the "Tower") located on a parcel of land (the "Site"), at a Latitude of 33.9149631 and Longitude -78.2704445 (NAD 83), with an address of 120 Rothschild St in the Town of Holden Beach, in Brunswick County, State of North Carolina, as such Site is legally described on Exhibit A attached hereto and made a part hereof.

WHEREAS, Tenant desires to occupy, and Landlord is willing to provide, attachment locations upon the Tower and Ground Space (as hereinafter defined) at the Site for Tenant's cellular common carrier mobile radio base station operations, including related telecommunications functions.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Grant of Lease.

- a. Landlord hereby grants to Tenant the following described premises (the "Premises") together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Site:
 - (i) Attachment locations upon the Tower at a height of 165'6" for the placement and affixing of 6 cellular antennas, at the heights and orientations shown on Exhibit B attached hereto;
 - (ii) A parcel of ground space adjacent to the base of the Tower, measuring approximately 13 feet, 1 inch by 21 feet, 6 inches as shown on Exhibit B attached hereto (the "Ground Space"), for the placement of a radio station equipment shelter ("Tenant's Building") upon a poured concrete foundation.
- b. Prior to the Commencement Date (as hereinafter defined) and any Renewal Term (as hereinafter defined) of this Lease, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Site to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Site (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off the Site that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Site, the environmental history of the Site, Landlord's title to the Site, and the

feasibility or suitability of the Site for Tenant's permitted use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Site, whether or not such defect or condition is disclosed by Tenant's inspection.

2. Easements. Landlord hereby confers upon Tenant the following described nonexclusive easement appurtenant to the Premises, which shall be irrevocable for the duration hereof:
 - a. The right to place and affix such lines, conduits, connections, devices, and equipment for the transmission, reception, encryption and translation of voice and data signals by means of radio frequency energy and landline carriage, including lines for signal carriage between the Ground Space and the Tower Space (all such items, along with the items attached on Exhibit B hereto, are collectively referred to herein as the "Equipment"), as Tenant, in its sole discretion, deems necessary or desirable for the conduct of Tenant's business, subject to Landlord's prior consent to any significant changes which Tenant may from time to time propose to make to said Equipment, which consent shall not unreasonably be withheld or delayed;
 - b. The right to extend and connect utility lines between Tenant's Building and suitable utility company service connection points;
 - c. The right to travel between the Premises and the public road over the Site and other routes which Landlord is entitled to use; and
 - d. The rights to traverse other portions of the Site as is reasonably necessary to access, repair and maintain the Premises or otherwise to accomplish Tenant's purposes as contemplated herein.
3. Use of Premises. Tenant shall be entitled to use the Premises to install, operate, and maintain thereon a cellular common carrier mobile radio base station, including system networking, station control, back-up power devices, legally required signage and performance monitoring functions, but for no other use or purpose. Tenant's use of the Premises shall at all times comply with and conform to all laws and regulations applicable thereto.
4. Initial Term. The initial Lease term will be five (5) years (the "Initial Term"), commencing on April 1, 2026, and terminating at midnight on the day in which the fifth (5th) anniversary of the Commencement Date falls.
5. Option to Renew. The Initial Term of this Lease shall automatically extend for up to ten (10) additional terms of five (5) years each (each, a "Renewal Term(s)"), upon a continuation of all the same provisions hereof, unless Tenant gives Landlord written notice of Tenant's intention to terminate the Lease at least sixty (60) days before the expiration of the Initial or any Renewal Term.
6. Option to Terminate. Tenant shall have the unilateral right to terminate this Lease at any time by giving Landlord written notice of the date of such termination ("Termination Date"). The Indemnification obligations of each party contained in Section 17 and Tenant's requirement to remove improvements as provided in Section 30 shall survive termination of the Lease.

7. Rent. Tenant shall pay Rent to Landlord in the amount of One Thousand Nine Hundred and Fifty (\$1,950.00) dollars per month, the first payment of which shall be due within thirty (30) days of the Commencement Date, and installments thereafter on the first day of each calendar month, provided that Landlord shall submit to Tenant a complete and accurate IRS form W9 prior to Tenant's first payment of Rent. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive Rent on behalf of the Landlord. Rent will be prorated for any partial month. Any change to the Payee must be requested in accordance with the Notice provision herein, and a new IRS form W9 must be supplied prior to payment by Tenant to the new Payee.
8. Adjusted Rent. At the beginning of each Renewal Term throughout the duration of the Lease as renewed and extended, the Rent shall be increased by five percent (5%) over the previous term's Rent.
9. Tenant's Personal Property. Landlord acknowledges and agrees that all of Tenant's Equipment and other personal property of Tenant kept or stored on the Premises by Tenant constitute personal property, not real property, and shall continue to be the personal and exclusive property of Tenant, and neither Landlord nor any person claiming by, through or under Landlord shall have any right, title or interest (including without limitation, a security interest) in Tenant's Equipment. Tenant, and Tenant's successors in interest, shall have the right to remove Tenant's Equipment at any time during the Term of this Lease or its earlier termination. With respect to the holder of any mortgage, deed of trust or other lien affecting Landlord's interest in the Premises, whether existing as of the date hereof or arising hereafter, Landlord and Tenant hereby agree, acknowledge and declare that Tenant's Equipment is now and shall at all times hereafter remain the personal and exclusive property of Tenant. The parties further acknowledge and agree that Landlord shall have no right or authority to grant a lien upon or security interest in any of Tenant's Equipment.
10. Tower Maintenance.
 - a. Landlord represents that it has the right and responsibility to repair and maintain the Tower and surrounding property, including but not limited to, snow removal. If the Tower is damaged for any reason, other than by reason of the willful misconduct or gross negligence of Tenant or its agents, so as to render it substantially unusable for Tenant's intended use, the Rent shall abate until Landlord, at Landlord's expense, restores the Tower to its condition prior to such damage; provided, however, in the event Landlord fails to repair the Tower within seven (7) days following the date of such damage, Tenant shall have the right to terminate this Lease by giving Landlord written notice thereof, as long as Tenant has not resumed operations upon the Premises.
 - b. If applicable, Landlord shall have the right to request Tenant's relocation once during any ten (10) year period for the purpose of completing general maintenance or painting to or on the Tower, so long as Landlord provides Tenant with six (6) months advance notice in writing to Tenant. This notice requirement shall not affect any situation where Landlord must request Tenant's relocation in the event of an emergency as necessary to protect the health, safety, and welfare of visitors or Landlord's other tenants. In the event of a relocation request under this Section, Tenant agrees to cover the costs of relocating its equipment. If such approval is to include going through any

permitting process of the Landlord. Landlord shall waive any permit fees for Tenant for its reinstallation. Landlord shall provide space satisfactory to Tenant in order for Tenant to operate temporary cellular facilities during the course of any maintenance that cannot be completed without Tenant's relocation. Landlord shall take all steps possible to ensure that Tenant is off the Tower for the minimum length of time possible.

11. Aviation Hazard Marking. Landlord agrees to be solely responsible for full compliance, at all times, with the Tower marking, lighting, maintenance, inspection, recording, registration, and notification requirements of the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA").
12. FCC and FAA Tower Registration. Landlord warrants to Tenant that the Tower has been registered by the tower owner with the FCC and the FAA, if required by the FCC and the FAA. Additionally, Landlord warrants to Tenant that in the event the FCC or the FAA requires the Tower to be registered during the Term of this Lease or any extensions thereof, Landlord shall ensure that the tower owner shall take all necessary actions to register the Tower. Landlord shall provide Tenant with a copy of the FCC and FAA tower registration.
13. Utilities. Landlord shall ensure that utility services are accessible and available at the Site for Tenant's intended use. Tenant shall be responsible for the separate metering, billing, and payment of the utility services consumed by its operations.
14. Taxes. Tenant shall pay prior to delinquency any personal property taxes levied against Tenant's Building and Tenant's Equipment. Landlord shall pay prior to delinquency any real estate taxes and assessments attributable to the land underlying the Site, and any personal property taxes levied against the Tower, and any other of Landlord's equipment or property.
15. Access. Tenant shall have unrestricted access to the Premises at all hours of the day and night, subject to such reasonable rules and regulations as Landlord may impose.
16. Compliance with Laws. Subject to Sections 11 & 12, Tenant shall, at Tenant's cost and expense, comply with all federal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agency having jurisdiction over the Premises and Tenant's operations thereupon.
17. Mutual Indemnification.
 - a. To the extent permitted by law, Tenant agrees to defend, indemnify and save harmless Landlord from and against all claims, losses, costs, expenses, or damages from a third party, arising from
 - (i) The negligence or willful misconduct of Tenant, or its agents, employees, or contractors; or
 - (ii) Any material breach by Tenant of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Tenant will have no liability to Landlord to the extent any claims, losses,

costs, expenses, or damages arise out of or result from any act, omission, or negligence of Landlord, or of Landlord's agents, employees or contractors.

- b. To the extent permitted by law, Landlord agrees to defend, indemnify and save harmless Tenant from and against all claims, losses, costs, expenses, or damages from a third party, arising from
 - (i) The negligence or willful misconduct of Landlord or its agents, employees, or contractors; or
 - (ii) Any material breach by Landlord of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Landlord will have no liability to Tenant to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Tenant, or of Tenant's, agents, employees or contractors.

18. Insurance.

- a. Tenant shall maintain commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000). In addition, Tenant shall maintain worker's compensation in statutory amounts, employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000); automobile liability insurance insuring against claims for bodily injury or property damage with combined single limits of One Million and No/100 Dollars (\$1,000,000); and all risk property insurance covering all personal property of Tenant for full replacement value. Tenant shall provide Landlord with evidence of such insurance in the form of a certificate of insurance prior to obtaining occupancy of the Premises and throughout the term of this Lease or any Renewal Term.
- b. Landlord shall maintain general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000) as well as all risk property insurance covering all Landlord fixtures, improvements, and personal property at full replacement value with commercially reasonable deductibles. In addition, to the extent required by law, Landlord shall maintain worker's compensation in statutory amounts and employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000). Landlord shall provide Tenant with evidence of such insurance in the form of a certificate of insurance prior to Tenant obtaining occupancy and throughout the term of this Lease or any Renewal Term.

19. Interference. Landlord shall not use, nor shall Landlord permit its tenants to use, any portion of the Tower or the Site in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by Landlord, and Landlord shall have the responsibility to promptly cause any such interference to be eliminated. If said interference cannot be eliminated within twenty-four (24) hours after receipt of notice that such interference is occurring, Landlord shall discontinue or cause to be discontinued the

operation of any equipment causing the interference until the same can be corrected. In the event any such interference does not cease promptly after Landlord's receipt of notice of said interference, Tenant shall have the right, in addition to any other right that it may have at law or in equity, to enjoin such interference or to terminate this Lease.

20. Default. Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of such failure. If Landlord or Tenant fails to comply with any provision of this Lease, the other party shall serve written notice of such failure upon the defaulting party, whereupon a grace period of thirty (30) days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of such failure at its sole cost and expense. Such grace period shall automatically be extended for an additional thirty (30) days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing. This Section shall not apply in the case of interference, which instead shall require immediate and effective curative action in accordance with Section 19 hereof.
21. Attorneys' Fees and Expenses. In the event of any litigation arising under this Lease, the non-prevailing party shall, upon demand, reimburse the prevailing party for all costs and expenses arising therefrom, including reasonable attorneys' fees.
22. Quiet Enjoyment. Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Initial Lease Term and any Renewal Term, if any, as the case may be, and that Landlord will not intentionally disturb Tenant's enjoyment thereof as long as Tenant is not in default under this Lease.
23. Title, Access and Authority. Landlord covenants and warrants to Tenant that Landlord presently owns a legally defined interest in and to the Site; that the Premises are served by legal access from a public way; that Landlord is duly authorized and empowered to enter into this Lease; and that the person executing this Lease on behalf of the Landlord warrants himself to be duly authorized to bind the Landlord hereto.
24. Assignment of Tenant's Interest. This Lease shall be freely assignable by the Tenant to any other party without the necessity of obtaining Landlord's consent. Tenant's right to effect an outright transfer of the Lease, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes permitted herein. Tenant shall notify Landlord in writing of the name and address of any assignee or collateral assignee.
25. Environmental Warranty. Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled, or disposed of any hazardous waste or hazardous substances upon the Site, and that Landlord has no knowledge of such uses historically having been made of the Site or such substances historically having been introduced thereupon. Notwithstanding the foregoing, Landlord agrees to protect, indemnify and hold harmless Tenant from and against any claims or losses arising out or related to the presence or release of any hazardous substances at, on or beneath the Premises, whether existing prior to the date hereof or migrating onto the Premises during any portion of the Term, except to the extent caused by a spill or release of hazardous substances specifically brought on the Premises by or for the benefit of Tenant after the Commencement Date.

26. Compliance with FCC Radio Frequency Emissions Requirements.

- a. It shall be the responsibility of Tenant to ensure that Tenant's use, installation, or modification of Equipment at the Site does not cause radio frequency exposure levels of all the existing equipment located at the Site and in the surrounding vicinity (including the communications equipment, Landlord's equipment, and all other transmitting equipment in the vicinity) to exceed those levels permitted by the FCC. Landlord shall require other tenants installing equipment after the installation of the communications equipment to bear the same responsibility.
- b. Tenant agrees that in the event that there is any change to applicable rules, regulations, and procedures governing exposure to radio frequency radiation which place the Tower in non-compliance, Tenant will cooperate with Landlord and other users of the Tower to bring the Tower into compliance, which cooperation shall include, but not be limited to, sharing pro rata the costs associated with bringing the Tower into compliance.

27. Subordination. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided the mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in writing and otherwise in form and substance reasonably satisfactory to Tenant. Further, Landlord agrees to promptly have any mortgagee or trustee which has a mortgage or trust deed currently placed on the Premises execute a non-disturbance agreement in a form reasonably satisfactory to Tenant.

28. Notices. Any notice, request or demand required or permitted to be given pursuant to this Lease shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with an overnight delivery service, on the date the delivery is refused, or on the day that is five (5) days after deposit in the United States mail, as the case may be.

TENANT: USCOC of Greater North Carolina, LLC
 Attention: Real Estate Lease Administration
 8410 West Bryn Mawr Avenue
 Chicago, Illinois 60631
 Phone: 1-866-573-4544

LANDLORD: TOWN OF HOLDEN BEACH
 110 Rothschild St
 Holden Beach, NC 27462
 Phone: (909) 842-6488

29. Contingencies. Tenant shall have the right to terminate this Lease upon written notice to Landlord, relieving both parties of all further obligations hereunder, if Tenant, acting reasonably and in good faith, shall be unable to obtain any or all licenses or permits required to construct its intended improvements upon the Premises or conduct Tenant's business at the Premises at any time during the Term; if Tenant's technical reports fails to establish to Tenant's satisfaction that the Premises are capable of being suitably engineered to accomplish Tenant's intended use of the Premises; if the Premises are taken by eminent domain by a governmental entity or a title commitment or report obtained by Tenant with respect to the Premises shows as exceptions any encumbrances or restrictions which would, in Tenant's opinion, interfere with Tenant's intended use of the Premises.
30. Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall remove all of Tenant's property from the Premises and surrender the Premises to Landlord in good condition, reasonable wear and tear excepted.
31. Tenant's Self-Help. If Landlord at any time fails to perform any of its obligations under this Lease or does not make repairs that are needed protect the health, safety, and welfare of Tenant, Landlord or Landlord's other tenants, Tenant shall have the right, but not the obligation, upon giving the Landlord at least two (2) days prior written notice of its election to do so (except in the event of an emergency, when no prior notice shall be required) to perform such obligations on behalf of and for the account of Landlord, and to take all necessary action to perform such obligations. Tenant's costs and expenses incurred in performing such obligations of Landlord shall, at the election of the Tenant, either promptly be reimbursed by Landlord with interest at the highest rate allowed by applicable law or Tenant taking a credit against the rent in the amount of the cost and expenses.
32. Remedies. The parties shall be entitled to the application of all appropriate remedies available to them under state and federal law in the enforcement of this Lease.
33. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
34. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant such other instruments respecting the Premises as Tenant or Tenant's lender may reasonably request from time to time. Such instruments may include, but are not limited to, a memorandum of lease that may be recorded in the appropriate local land records. Landlord also agrees to cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises, including, but not limited to zoning and permitting applications. If it is needed for the Tenant's permitting purposes, Landlord grants to Tenant and its employees, representatives, agents, and consultants a limited power of attorney to prepare execute, submit, file and present on behalf of Landlord building, permitting, zoning, or land-use applications with appropriate local, state, and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, and or building permits.
35. Invalidity of Particular Provision. If any term or provision of this Lease, or the application of such term or provision to any person or circumstance, to any extent, is invalid or

unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.

36. Governing Law. This Lease will be governed by and construed in accordance with the laws of the State in which the Premises is located.
37. Recording. Each party, on request of the other, agrees to execute a short form lease in recordable form and complying with applicable laws and reasonably satisfactory to both parties, which will be recorded in the appropriate public records.
38. Holdover. In the event Tenant remains in possession of the Premises after the expiration of this Lease, this Lease will become a year to year tenancy, that can be terminated by either Landlord or Tenant with thirty (30) day notice before the end of the first year to year tenancy. Tenant shall pay, as Rent, during such holdover, a rent equal to one hundred-ten percent (110%) of the Rent payable immediately prior to the expiration or earlier Termination Date of this Lease. Except as otherwise provided for herein, all other covenants and conditions of this Lease shall remain unchanged and in full force and effect. Provided that the Landlord and Tenant are diligently working on the renewal and/or extension of the Lease, the increase in the Rent shall not be applied for any period after the expiration of the Lease.
39. Headings. The section headings throughout this instrument are for convenience and reference only, and are not to be used to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.
40. Entire Agreement; Waiver. This Lease constitutes the entire agreement of the parties and may not be modified except in writing signed by the party against whom such modification is sought to be enforced. No waiver at any time of any of the provisions of the Lease will be effective unless in writing. A waiver on one occasion will not be deemed to be a waiver at any subsequent time.
41. Modifications. This Lease may not be modified, except in writing signed by both parties.
42. Errors and Omissions. Landlord and Tenant agree as part of the basis of their bargain for this Lease to cooperate fully in executing any and all documents (including amendments to this Lease) necessary to correct any factual or legal errors, omissions, or mistakes, and to take any and all additional action, that may be necessary or appropriate to give full force and effect to the terms and intent of this Lease.
43. Non-binding until Full Execution. Both parties agree that this Lease is not binding either party until both parties execute the Lease.
44. Electronic Reproductions. The Parties agree that a scanned or electronically reproduced copy or image of this Lease, as executed, shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of such agreement, notwithstanding the failure or inability of either party to produce or tender an original executed counterpart.

Site Name: Holden Beach

Site Number: 792315

[END OF LEASE - SIGNATURE PAGE FOLLOWS]

Site Name:

Site Number:

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Lease as of the date of the full execution of this Lease.

LANDLORD: TOWN OF HOLDEN
BEACH

By: _____

Printed: _____

Title: _____

Date: _____

TENANT: USCOC of Greater North
Carolina, LLC



Printed: _____

Title: Manager

Date: _____

Site Number:

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, the _____, known to me to be the same person whose name is subscribed to the foregoing Tower and Ground Space Lease, appeared before me this day in person and acknowledged that (he) (she) signed the said Lease as (his) (her) free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this _____ day of _____, 20__.

My commission expires _____

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Manager, known to me to be the same person whose name is subscribed to the foregoing Tower and Ground Space Lease, appeared before me this day in person and acknowledged that, pursuant to his/her authority, he/she signed the said Lease as his/her free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this _____ day of _____, 20__.

My commission expires _____

Site Name:

Site Number:

EXHIBIT A

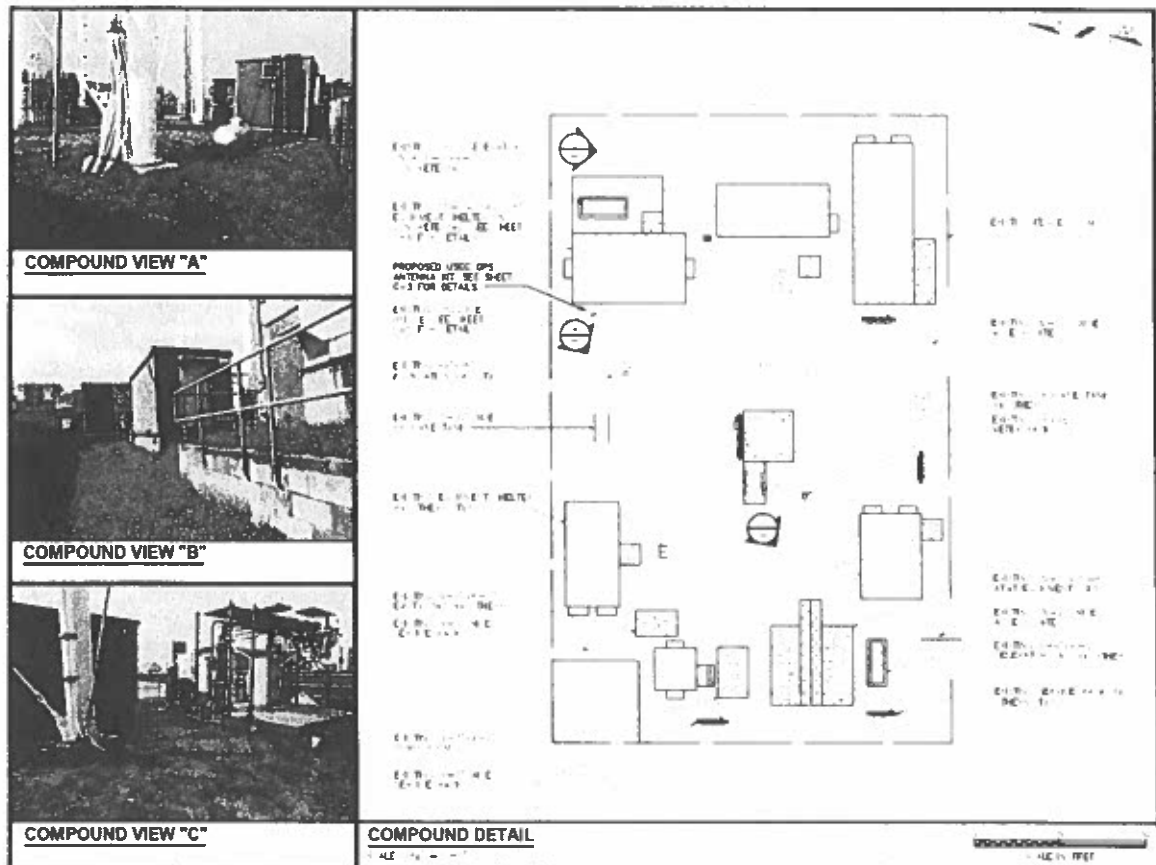
Legal Description of Landlord's Property

A certain tract or parcel of land in Lockwood Folly Township Brunswick, County, North Carolina and more particularly described as follows:

Being all of Lot 10 Block 3-0 of the R. U. Holden Subdivision according to a Map recorded in Map Book 4 Page 2 of the Brunswick Registry, said property being located on the northeast corner of the intersection of Brunswick and Rothschild Streets in the Town of Holden Beach.

EXHIBIT B

Tenant's Site Plan and Lease Area Legal Description



Prepared by and return to:
USCOC of Greater North Carolina, LLC
Attention: Real Estate Legal
8410 W. Bryn Mawr Ave.
Chicago, IL 60631

Site Name: Holden Beach
Site Number: 792315
County: Brunswick
State: North Carolina

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into by and between The Town of Holden Beach, whose address is 110 Rothschild Street, Holden Beach, NC 28462, hereinafter referred to as "Landlord", and USCOC of Greater North Carolina, LLC, a Delaware limited liability company, whose address is Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, hereinafter referred to as "Tenant."

WITNESSETH:

WHEREAS, by the terms of a certain Tower and Ground Space Lease, entered into on the _____ of _____, 20__ ("the Lease"), the Landlord granted Tenant certain property and agreed to grant Tenant certain easements, all being more particularly bounded and described as set forth in Exhibit "A" attached hereto and made a part hereof (the "Premises") upon the terms and conditions set forth in the Lease; and

WHEREAS, the Landlord and the Tenant desire to execute this Memorandum of Lease to evidence said Lease and certain of the terms therein for the purpose of placing the same of record in the Register of Deeds for Brunswick County, State of North Carolina.

NOW THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord does hereby grant Tenant the lease of the Premises and obtain certain easements upon the terms and conditions of the Lease which is incorporated herein by specific reference, and do agree as follows:

1. The Lease will commence on April 1, 2026, and will run for an initial lease term of five (5) years. The Lease provides for renewal terms that may extend the term of the lease up to ten (10) additional five (5) year terms which may be exercised upon the terms and conditions more particularly as set forth in the Lease.

2. Upon Lease Commencement the Lessor also makes certain grants of easement for access and utilities, as more particularly described on the attached Exhibit A, which easements are in effect throughout the term of the Lease as renewed or extended, subject to terms and conditions as set forth in the Lease.

3. This Memorandum of Lease is subject to all the terms and provisions of the Lease which is incorporated herein and made part hereof by reference as if all the provisions thereof were copied in full herein. Any conflict between the provisions of the Lease and the Memorandum of Lease will be resolved in favor of the Lease.

IN WITNESS WHEREOF, the Landlord and Tenant hereto have caused this Memorandum of Lease to be executed by their duly authorized officers as of the date of full execution.

LANDLORD: Town of Holden Beach

TENANT: USCOC of Greater North
Carolina, L

By: _____

Printed: _____

Title: _____

Date: _____

 _____
Printed: _____

Title: Manager

Date: _____

STATE OF _____)
)
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, known to me to be the same person whose name is subscribed to the foregoing Memorandum of Lease, appeared before me this day in person and acknowledged that, pursuant to their authority, signed the said Memorandum as their free and voluntary act on behalf of The Town of Holden Beach, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

Notary Public
My commission expires _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Manager for USCOC of Greater North Carolina, LLC, known to me to be the same person whose name is subscribed to the foregoing Memorandum of Lease, appeared before me this day in person and acknowledged that, pursuant to his/her authority, he/she signed the said Memorandum as his/her free and voluntary act on behalf of the named Tenant limited liability company, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

Notary Public
My commission expires _____

EXHIBIT A

Legal Description of Premises

A certain tract or parcel of land in Lockwood Folly Township, Brunswick, County, North Carolina and more particularly described as follows: Being all of Lot 10 Block 3-0 of the R. U. Holden Subdivision according to a Map recorded in Map Book 4 Page 2 of the Brunswick Registry, said property being located on the northeast corner of the intersection of Brunswick and Rothschild Streets in the Town of Holden Beach.