



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

**Tuesday, February 15, 2023
5:00 PM**

**Holden Beach Town Hall
Public Assembly**



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS' REGULAR MEETING
HOLDEN BEACH TOWN HALL – PUBLIC ASSEMBLY
TUESDAY, FEBRUARY 21, 2023 - 5:00 P.M.**

1. Invocation
2. Call to Order/ Welcome
3. Pledge of Allegiance
4. Agenda Approval
5. Approval of Minutes
 - a. Minutes of the Regular Meeting of January 17, 2023 (Pages 1 – 10)
6. Public Comments on Agenda Items
7. Police Report – Chief Dixon (Pages 11 – 16)
8. Inspections Department Report – Inspections Director Evans (Pages 17 – 19)
9. Eagle Scout Recognition – Assistant Town Manager Ferguson (Page 20)
10. Discussion and Possible Action on Proposal for Services from Green Engineering – Leo Green, Green Engineering (Public Works Director Chris Clemmons) (Pages 21 – 24)
 - a. Ordinance 23-02, An Ordinance Amending Ordinance 22-14, The Revenues and Appropriations Ordinance for Fiscal Year 2022 – 2023 (Amendment No. 10)
11. American Flood Coalition – Tony McEwen, Carolinas Director (Mayor Holden) (Pages 25 – 32)
 - a. Resolution 23-02, A Resolution of the Board of Commissioners of the Town of Holden Beach Providing for the Town of Holden Beach to Become a Member of the American Flood Coalition
12. Fire Department Update – Tri-Beach Fire Department (Town Manager Hewett) (Pages 33 – 36)
13. Discussion and Possible Action on Final Site Plan for Block Q – Randy Baker, Pinnacle Architecture (Town Manager Hewett) (Pages 37 – 39)
 - a. Block Q Development Grant Application

14. Discussion and Possible Action on Final Site Plan for Pier Property – Chip Hemingway, Bowman, Murray Hemingway Architects (Town Manager Hewett) (Pages 40 – 48)
15. Discussion and Possible Action on Paid Parking Program Items – Town Clerk Finnell (Pages 49 – 52)
 - a. Resolution 23-03, Resolution Amending the Holden Beach Fee Schedule
 - b. Contract between Town and Otto Connect
16. Discussion and Possible Action on Staff Collected Information for 796 Ocean Boulevard West – Assistant Town Manager Ferguson (Pages 53 – 125)
17. Discussion and Possible Action on Proposals Received for Sailfish Park Site-Specific Master Plan – Assistant Town Manager Ferguson (Pages 126 – 132, Separate Packets)
18. Discussion and Possible Action on Proposals for Stormwater Management & Consulting Services – Public Works Director Clemmons (Pages 133 – 144, Separate Packets)
19. Discussion and Possible Action on Proposals for Audit Services – Commissioner Kwiatkowski (Pages 145 – 147, Separate Packets)
20. Discussion and Possible Action on Ordinance 23-03, Ordinance Amending Holden Beach Code of Ordinances, Section 130.01 Discharge of Firearms Prohibited; Exceptions – Chief Dixon (Pages 148 – 149)
21. Discussion and Possible Approval of Ordinance 23-04, An Ordinance Amending Ordinance 22-14, The Revenues and Appropriations Ordinance for Fiscal Year 2022 – 2023 (Amendment No. 11) (Pages 150 – 151)
22. Public Comments on General Items
23. Town Manager’s Report
24. Mayor’s Comments
25. Board of Commissioners’ Comments
26. Closed Session Pursuant to North Carolina General Statute 143-318.11(a)(3), Consult with the Attorney
27. Adjournment

* Visit <https://www.facebook.com/holdenbeachtownhall/> to watch the livestream of the meeting. Public comments can be submitted to heather@hbtownhall.com prior to 12:00 p.m. on February 21, 2023.



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS
REGULAR MEETING
TUESDAY, JANUARY 17, 2023 – 5:00 P.M.**

The Board of Commissioners of the Town of Holden Beach, North Carolina met for a Regular Meeting on Tuesday, January 17, 2023 at 5:00 p.m. in the Town Hall Public Assembly. Present were Mayor J. Alan Holden; Mayor Pro Tem Rick Smith; Commissioners Brian Murdock, Page Dyer and Pat Kwiatkowski; Town Manager David W. Hewett; Town Clerk Heather Finnell; Inspections Director Tim Evans, Assistant Town Manager Christy Ferguson; Public Works Director Chris Clemmons; Budget & Fiscal Analyst Daniel McRaney; Lieutenant Frank Dilworth and Fire Assistant Chief David Ward. Commissioner Gerald Arnold was unable to attend the meeting.

Mayor Holden asked for a moment of silence and then called the meeting to order. He explained Commissioner Arnold had cataract surgery today and was unable to attend.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

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

APPROVAL OF MINUTES

Motion by Commissioner Murdock to approve the minutes of December 20, 2022; second by Mayor Pro Tem Smith; approved by unanimous vote.

PUBLIC COMMENTS ON AGENDA ITEMS

Jim Bauer suggested selling the property owned at 796 Ocean Boulevard West. The new owners would be aware of the pump station next door. He said it would be an income stream for the Town and it would lessen liability.

Phil Caldwell stated he is a proponent of parking fees for control of future island use, but not for revenue generation. He said parking may be expensive for some non-property owners. He suggested having some spaces designated as free on a first come first serve basis. He added it would be good PR to designate a few free boat trailer parking spaces. Mr. Caldwell said the property owners should not be charged for parking on the island.

Town Clerk Finnell said there were public comments posted online also.

UPDATE ON BULKHEADS – SHANE LIPPARD, RIGHT ANGLE ENGINEERING

Mr. Lippard said there was surveying and a wetland delineation completed that helped delineate where the bulkheads could be placed. The total bulkhead length in both areas is a little over 700 feet. He checked with Will Richardson to get average prices. An average linear foot price is close to the \$350 range for this type of bulkhead. There will need to be some selective clearing on the site, site stabilization/erosion control and mobilization. They also normally put a contingency in there to look at it from a good programmatic aspect. A preliminary estimate for the two properties would be in the \$300,000 range, which would be a good programming number. That is as of today, construction prices tend to fluctuate.

Commissioner Kwiatkowski said she doesn't see the need to do anything in the 700 block, little piece of property. It wouldn't provide enough space to use for any type of parking and is not close to a walkway. She would focus on the 800 block. She suggested that before the Board does anything further, we need to understand how many parking spaces there would be and how the flow would work. Commissioner Dyer said she thinks the general consensus is for no parking in the 800 block. There is already parking in the 700 block and most of the public concern is to leave that area green. Commissioner Kwiatkowski said if we don't put parking in the 800 block, then doing a lot at 796 OBW for restroom and facilities becomes a question mark. She added the 800 block provides more down island parking. She explained how this could be helpful if the Town gets a 50-year plan from the Corps. Parking for the project was discussed. How to move forward was discussed.

Commissioner Murdock said the Board had these properties delineated to preserve them. He stated the Town is losing property to erosion in the 800 block. He doesn't think there is a person on the Board right now that wants to put in a parking lot, we don't have a plan. If it becomes something the Town needs to do in the future for the Corps' project, we will have that option if the property is still there. Bulkheading is a way to preserve the property. The Town needs to plan for the future. Mr. Lippard explained this is an engineering preliminary estimate. It would need to go to bid. Town Manager Hewett stated we haven't proceeded in acquiring a CAMA permit. To do that, we need a design. If that is the intent of the Board, we need to detail that now so Mr. Lippard can work on a design. How long the permit is good for was discussed. Mr. Lippard will find out and the clerk will email the Board with the information. Mayor Pro Tem Smith said he lives across the street from the area. It has eroded no more than a couple of feet. He doesn't see the urgency in bulkheading it.

Town Manager Hewett said staff will get the type of permit required and life cycle of the permit to the Board.

DISCUSSION AND POSSIBLE ACTION ON DELINEATION OF PARCOURSE AREA

Commissioner Murdock said it is eroding in the area by the parcourse. We haven't had it delineated. He proposed the Town do that to get a baseline of where we are it.

Motion by Commissioner Murdock that we delineate the wetlands the entire length of the parcourse; second by Mayor Pro Tem Smith.

Mayor Pro Tem Smith agreed with Commissioner Murdock. He explained why he thinks doing the delineation is important.

The motion passed by unanimous vote.

DISCUSSION AND POSSIBLE APPROVAL OF RESOLUTION 23-01, RESOLUTION DECLARING COST AND ORDERING PRELIMINARY ASSESSMENT ROLL AND SETTING TIME AND PLACE FOR PUBLIC HEARING ON PRELIMINARY ASSESSMENT ROLL FOR THE IMPROVEMENT OF SEAGULL DRIVE

Town Clerk Finnell explained Seagull Drive was recently paved using the special assessment process of North Carolina General Statute Chapter 160A, Article 10. All costs are in and total \$222,630. The next step required is for the Board to adopt the assessment resolution which will direct the administrative actions needed to begin the collection process. March 14th is the recommended public hearing date.

Motion by Commissioner Kwiatkowski to approve Resolution 23-01; second by Commissioner Murdock.

Mayor Pro Tem Smith asked if another motion is needed to set the public hearing. Town Clerk Finnell responded no, it is included in the resolution.

The motion passed by unanimous vote.

DISCUSSION AND POSSIBLE ACTION ON 796 OCEAN BOULEVARD WEST PRELIMINARY PLANS – DAVID WOOD, DAVID WOOD INC. HOME DESIGNS

Assistant Town Manager Ferguson provided background on the property and introduced Mr. Wood. Mr. Wood reviewed his proposed plan. On the first floor there is a small kitchenette on the left side. There is a storage room next to it. The second floor can be used as storage, office space or whatever the Board chooses. The ground level has two showers on the left and two handicapped bathrooms on the right side. There are rollup doors. The Board can decide what to do with the storage area.

Mayor Pro Tem Smith asked if 11 parking spaces will be enough to support a recreation facility. He thinks the restroom facilities on the ground floor are good if there is a major access in the area. He said for the rest, the Board may need to hold off until we have the revenue to do it. Assistant Town Manager Ferguson explained the Parks & Recreation Advisory Board looked at the community center in Ocean Isle, she doesn't think there is more than 11 spaces. The idea was that there would be drop offs for birthday parties and rentals so you wouldn't need as many spaces. Mayor Pro Tem Smith asked what kind of revenue is expected. Assistant Town Manager Ferguson said she would think it would be \$100 - \$150 to rent an indoor space.

Commissioner Dyer inquired if it would be possible for the bathroom out front to be an open area so it could be used to wash toys, people's feet and things like that. She asked if it would be a good option for yoga and Turtle Talk. Assistant Town Manager Ferguson replied a contract staff person carries their own liability insurance so that would be okay. She would need to find out about the turtle program.

Commissioner Kwiatkowski questioned if the location would be a good place to lease beach wheelchairs. Assistant Town Manager Ferguson explained that takes a lot of coordination and staff effort. It is an intensive staff and maintenance program. Commissioner Kwiatkowski asked if it could be a central location for beach rangers. Assistant Town Manager Ferguson responded yes.

Commissioner Kwiatkowski said we have the rendition and understand the possibilities. The fact that something was budgeted for an engineer assessment, she would propose the Board hold that money for now. She suggested holding it until the Board gets some other stuff done. Assistant Town Manager Ferguson inquired how to move forward. The engineering assessment is \$40,000. Mayor Pro Tem Smith thinks the 40,000 would be better used to paint, do the steps and fix the air conditioning unit. He said due to other projects that would take precedent over this, we would need to maintain the facility and use it to rent for income purposes, then take a look at it again to see if it could be worked in the following year. The concept is great. Commissioner Kwiatkowski agreed that the Board should rehabilitate the building and then the first half of the next fiscal year we can do the engineering. Commissioner Dyer asked if the air conditioning units could be used when the building is converted if the Town replaces the air conditioning units now. Inspection Director Evans explained when you convert the building it would be from a residential occupancy to a business occupancy. Business occupancy requirements are different and the HVAC system will need to be configured differently. You would need to do a full plan to determine how to put the HVAC in there for business occupancy. Commissioner Murdock said we are currently pricing replacing the two HVAC units and doing some repairs to the house. He said it seems if something new was to be put in you would try to do it at this point. It would be redundant if they move forward in two years and have to pull out the current system that we would be putting in. Inspections Director Evans said the Board asked for it to be improved to be rented and at the same time there is conceptual drawing going on. Staff would not be able to plan for a future upgrade that has not been approved yet. Commissioner Murdock said if the Board decided to move forward in the near future with something like this, it would be advisable to figure what needs to be put in so we wouldn't be wasting money. He thinks the Board will run into budget and time constraints trying to get it done by the summer. The Board discussed how to move forward. Town Manager Hewett asked if the Board would like Mr. Wood to make the revision to the architectural renderings for the shower and handicap bathrooms as Commissioner Dyer suggested with the outside access. The Board agreed to move forward with the change.

Mayor Holden summarized the architect will redraw per the Board's discussion. The HVAC estimated price will be in January 19th. We will have more information next month.

REQUEST FROM TRI-BEACH FIRE DEPARTMENT TO UPGRADE STATION #2 ON HOLDEN BEACH – ASSISTANT CHIEF DAVID WARD

Town Manager Hewett introduced Assistant Chief David Ward. Assistant Chief Ward said they had a busy year. He provided a handout (hereby incorporated into the minutes). It was the most calls they answered during his tenure. He went over fire station locations, apparatus/equipment and personnel. He reviewed call volume and average response times. Assistant Chief Ward said the station on the island has been staffed Memorial Day to Labor Day during daytime hours. The station is older and doesn't have sleeping quarters or a place to prepare a meal. Fire stations are strategically located to provide the best response. You can see in the data that the call volumes are increasing. He stated they want to do planning so they can adequately provide protection to all citizens.

Mayor Holden asked about the upgrade of the station on Sabbath Home. Assistant Chief Ward explained they did get through the engineering process. It was sent out for bids and they came back much higher than the budget so the project has been delayed while waiting for the market to come back down. Mayor Holden inquired if there are options to relocate the station on the island based on the current regulations for location. Assistant Chief Ward said there are mileage requirements. They would need to study that in depth it to see where it could be placed. Mayor Holden asked him to find that information out for the Board. Mayor Pro Tem Smith asked if they would answer calls on the mainland if it was staffed 24 hours a day. Assistant Chief Ward replied yes and explained how they respond to calls. Inspections Director Evans stated the building is part of the Town's Hazard Mitigation Plan and is recognized as being an issue. If the Town decides to improve it, it will help with the CRS Program. It is a critical facility. The demographics are changing. He said we have more people here to service during the winter. Commissioner Kwiatkowski said it is hard to make that location flood resistance. She thinks there is a lot of discussion that needs to happen and inquired if a small group should be established to look into this. Inspections Director Evans said it is a critical facility so there may be some money available to bring it out of the flood zone. He would like to be involved with the process. Mayor Holden said the equipment in the past was much smaller than what is used now. Mayor Pro Tem Smith agreed the Board needs to put a little more effort into this before a decision is made.

Town Manager Hewett asked if the Board would like to direct the assemblage of a committee to work with the Fire Department. Mayor Holden suggested that the Town get information from Assistant Chief Ward first so we know what the options are.

POLICE REPORT – LIEUTENANT DILWORTH

- Provided information on the calls.

Mayor Pro Tem Smith asked if there is an uptick in people taking construction materials. Lieutenant Dilworth responded not that has been reported.

INSPECTIONS DEPARTMENT REPORT – INSPECTIONS DIRECTOR EVANS

- Last month said there was downwards trend in the number of new residential construction. Since then, had six new so it is back up. Went over numbers in the report.
- Between the staff, believes they have over 60 contact hours for education this year. Preparing for next year. Building Inspector Redwine has one certification and is taking the classes for her second one. Lucky to have the staff we have over there.

DISCUSSION AND POSSIBLE RESPONSE TO PARKING PROGRAM TASKER

The Board reviewed the staff response provided to the Board's parking tasker. Jim Varner and Jack DeSantos joined staff in developing the response. The Board discussed the items line by line. Lieutenant Dilworth said the Police Department supports the document provided.

After discussion the Board agreed to the following changes to the paid parking program: update the contract with Otto Connect regarding the way boat trailers without tags are handled; increase fees to \$4 per hour, \$20 per day, \$80 per week and \$150 one vehicle/\$300 two vehicles annual pass; and delegate Otto Connect to work with staff to install signage. The Board would also like Otto Connect to work with staff to do a street-by-street assessment of signage.

DISCUSSION AND POSSIBLE ACTION ON PROPOSED BUDGET/QUARTERLY MEETING SCHEDULE

Town Manager Hewett reviewed the proposed schedule which includes the dates of February 23rd, March 16th, April 20th, June 1st, June 15th, September 21st and December 21st.

Motion by Mayor Pro Tem Smith that we approve the budget and quarterly meeting dates as written; second by Commissioner Kwiatkowski.

Mayor Holden said some of those dates he would be unable to attend.

The motion was approved by unanimous vote.

DISCUSSION AND POSSIBLE ACTION ON SETTING BOARD OF COMMISSIONERS' OBJECTIVES FOR FISCAL YEAR 2023 - 2024

Commissioner Kwiatkowski suggested starting with everything the Board already has delineated as priority projects as core and then add things members feel are important for next year. Mayor Pro Tem Smith agreed the list from last time is a good starting point. The Board will get the additions to Town Clerk Finnell by February 9th. She will send the current list to the Board.

DISCUSSION AND POSSIBLE ACTION ON PROPOSALS RECEIVED IN REPSONSE TO THE TOWN'S REQUEST FOR QUALIFICATIONS FOR WATER SYSTEM INVENTORY AND ASSESSMENT

Public Works Director Clemmons explained staff solicited qualifications from firms for engineering services to develop a systemwide asset inventory and assessment of the Town's water system, with the specific goal of evaluating the adequacy of distribution, fire flows, storage and the need for a second water tank. The Town received responses from McGill Associates, Green Engineering and WithersRavanel. In accordance with federal uniform guidance, staff prepared a ranking sheet. If the Board makes selection, they can direct staff to bring a contract back for consideration.

DISCUSSION AND POSSIBLE ACTION ON ITEMS NECESSARY TO IMPLEMENT RECOMMENDED CHANGES TO PERSONNEL PAY PLAN

Town Manager Hewett explained the Board asked for a salary analysis to be performed regarding all of the Town's positions. The criteria developed utilized surveying like communities that are close by to establish new salary ranges, in addition to new salary rates for employees. He provided information on the specific methodology to implement the proposal. All of the supporting data to include a new finance officer position, a budget amendment to fund the revisions to the pay plan and the personnel salary changes is included in the packet. It is recommended to make the changes effective January 1, 2023. The total cost to implement is \$238,400, with the cost being \$119,200 with the effective date of

January 1st. Also, part of that is the Classification and Pay Plan update, along with the specific proposed salary changes for individuals and the town manager's contract revision. In order to put this into place, the Board would need to approve all three of the details outlined in the memo. There would be a follow-on action of a new employment agreement with the new finance officer.

Motion by Mayor Pro Tem Smith that we approve all three (Budget Amendment to fund revisions to pay plan and personnel salary changes, Classification/Pay Plan update and associated personnel changes and town manager contract revision); second by Commissioner Murdock.

Commissioner Murdock explained the Board has the pay scales from an average of eight surrounding communities. We have been grossly underpaying most of our staff. He thanked the staff for sticking with the Town. He said this has been a long time coming and with the cost-of-living increases, he is happy to see this is on the table. Mayor Pro Tem Smith agreed it has been a long time coming. We have some really good people and don't want to lose them to our surrounding municipalities because of poor pay. He feels it is a step in the right direction. Commissioner Kwiatkowski pointed out a big part of what kicked this off was the Board's desire to separate the finance officer's responsibilities from Town management. Town management is a lot more than it was five – 10 years ago. We have a lot of things going on that we need the manager to focus on. She said we had a mini reorganization that was going on and it was a good time to also do a pay evaluation. She thinks it is coming at a good time and is well deserved.

The motion passed by unanimous vote.

DISCUSSION AND POSSIBLE ACTION ON PROPOSALS RECEIVED IN RESPONSE TO THE TOWN'S REQUEST FOR QUALIFICATIONS FOR WATER SYSTEM INVENTORY AND ASSESSMENT

After the results were tallied, Mayor Holden announced that Green Engineering received the highest score.

Motion by Mayor Pro Tem Smith to direct staff to recognize Green Engineering and to bring back to the Board of Commissioners a contract for consideration; second by Commissioner Kwiatkowski; approved by unanimous vote.

DISCUSSION AND POSSIBLE ACTION ON ESTABLISHING A REGULAR SCHEDULE FOR A FACILITY CONDITION INSPECTION OF TOWN-OWNED PROPERTIES AND FACILITIES WHICH ARE PRIMARILY USED BY THE PUBLIC

Commissioner Kwiatkowski stated we have gotten to a point where an equipment assessment schedule should be put together that ensures facilities and equipment that the public uses frequently have a regular formal assessment by defined parameters. She proposed that the Town consider putting together a facility/public equipment assessment program. The first step would be to ask the town manager to organize a list of relevant properties, facilities and equipment that are highly used by the public and the suggested frequency of assessment of those. She suggested having it in April, but if the town manager needs more time that is fine. Town Manager Hewett stated staff can develop a list of facilities and come back with some suggestions on how to better organize our management efforts and upkeep of those.

DISCUSSION AND APPOINTMENT OF COMMISSIONER TO SERVE ON AUDIT COMMITTEE

Motion by Mayor Pro Tem Smith that we continue to allow Commissioner Kwiatkowski to be our commissioner on the Audit Committee.

The Board came to a consensus that Commissioner Kwiatkowski will serve on the Audit Committee.

PUBLIC COMMENTS ON GENERAL ITEMS

No comments were made.

TOWN MANAGER'S REPORT

- Went over budget slides (hereby incorporated into the minutes).
- Federal budget that was passed at the end of December included a total of \$3.8 million in community earmarks for Holden Beach (\$2.7 million for the sewer lift station through an EPA State, Tribal and Local Government Fund, \$1 million for the Coastal Storm Damage Reduction Study (CSDR) which goes through the Corps' coffers and \$100,000 in stormwater funding for the Corps' improvement programs). We are working through our federal advocates for the requirements and details as to exactly how the program works in addition to asking the Wilmington district our next steps for moving forward for the CSDR and the stormwater program.
- FEMA Project - still awaiting the final inspection. We have responded to the FEMA request for additional information. As a reminder they are still holding about \$600,000, which is primarily special obligation bond interest.
- Ocean Boulevard Resurfacing/Bike Path – last month reported that the state was going to put a two-prong bid out. One of the solicitations would have attempted to get the project in before Memorial Day. They waived that off and are going to go with one prime solicitation that is being prepared so that the project will be installed in the timeframe of mid-September of 2023 – Memorial Day.
- 796 Ocean Boulevard West – bids are supposed to come back to us in the next couple of days. We have informally solicited rental properties management services on what the projections of rentals might be.
- Pier – second appraisal on the PARTF grant is underway. Once we get that early in February, we will be able to finish that paperwork up. We have reviewed the revised site plan based on the Board's feedback from December and provided input and an updated survey to Chip Hemingway for further revision. We anticipate the final plan review coming forward to the Board at the February meeting.
- Block Q – we are waiting on revisions to the site plan based on the Board's review and suggestions to use the site perimeter rights-of-way for car parking where feasible.
- The every other year canal dredging survey is underway. Anticipating that to be in plenty of time to program whatever the assessments might be into the fiscal year budget for next year. An item that continues to be problematic is when it gets to be time to do the next canal dredging, we don't have a place to put it. We are working that as one of our federal priorities to make some headway.

Commissioner Kwiatkowski asked if the \$1 million for the CSDR was meant to cover the year 2/year 3 obligation or if they are saying instead of our second installment being \$800,000, it will now be \$1 million. Town Manager Hewett replied that is one of the questions he needs to ask when he talks to them.

MAYOR'S COMMENTS

- Noticed we have had a lot of activity with the Public Works Department in the area of the bridge. Public Works Director Clemmons explained they are investigating water line placement in the area.
- Reminded property owners to be mindful of any exposed pipes that may be subject to freezing. Please take care of them, it impacts Town operations.
- Thanked everyone for what they are doing. Let's have a good 2023.

BOARD OF COMMISSIONERS' COMMENTS

Mayor Pro Tem Smith

- Really looking forward to reviewing the pier and Block Q preliminary plans. Hopes with the help of staff we can start soliciting for some grant money. Hopes we are successful in getting some assistance.
- Attended a DOT meeting with Mayor Holden and Town Manager Hewett about the proposed Carolina Bays Parkway Extension to take a load off of Highway 17 between Highway 130 and Highway 31. Seems no decisions have been made. Still up in air on the exact location and path.
- Appreciates being part of the Board, they seem to work well together. Thinks they do a good job of making hard decisions. It is a pleasure to work with this group.
- Thanked people for attending the meeting tonight and the ones online.
- Looking forward to a successful 2023. Staff should now be smiling. Looking forward to continuing to work with them. They are getting compensated a whole lot closer to where they need to be.

Commissioner Murdock

- Thanked everyone for coming out. Thanks for listening. Appreciates the comments. We read them all and listen.
- To the staff - thanks for sticking with us. Thanked Town Manager Hewett for the work done to get the salaries to where they are more competitive with our neighboring beaches. Hopefully we can fill some empty positions and retain the talent that we do have. Really appreciates all the hard work. Has worked with the Inspections Department for over twenty years. It is probably running the best he has ever seen it run at this juncture. It's efficient and becoming more efficient. They are really making sure everyone working on this island is not only licensed, but they are doing a good job at what they do and making sure that the customer in the end gets the product they deserve and it is safe. We have a lot of rental houses here and that's what you need to consider. It is not just the people that live there, but all the people that come to this beach that live in your house for a week. We want to keep them safe. Commended Inspections Director Evans and his department on that.
- We have a lot of things to be excited about. Will take some time to put things together. We have people working on every project. Sooner or later, with a lot of luck, it will come to pass and there will be a lot of new facilities here for the public to enjoy and be proud of.

- Stay well and stay safe. Knows a lot of people have been sick. Take care of yourself. Come see us at the next meeting.

Commissioner Dyer

- Thanked staff for all of their hard work. Glad to see we were able to get them to where they need to be. It has been a long time coming and thinks they all deserve it.
- Happy new year. Thanks for listening to us this evening.

Commissioner Kwiatkowski

- Thanked staff. Last year was a rough year. This year will hopefully be better.
- Public has all of the scheduled budget meetings. You can hopefully get them in your calendar. The meetings will be at 5:30 p.m. They will not be in the daytime as they have been in the past. Hopes as we get into discussing budget, we have people who are tuning in, maybe coming to the meetings so that you can better start to follow some of the intricacies of what we need to go through. It will be an interesting year since we have so many things we are planning. We will need to make decisions on what order to do things in.

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

Motion to go into Closed Session at 7:45 p.m. by Commissioner Murdock; second by Mayor Pro Tem Smith; approved by unanimous vote.

OPEN SESSION

The Board went back into Open Session at 9:07 a.m. No action was taken.

ADJOURNMENT

Motion to adjourn at 9:07 a.m. by Commissioner Murdock; second by Mayor Pro Tem Smith; approved by unanimous vote.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk Finnell



Holden Beach Police Department

110 Rothschild St
Holden Beach, NC 29162
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Monthly Activity Log (January 2023)

Printed on February 9, 2023

Descriptions	Totals	
Administrative Call	1	1
Aircraft Crash into Coastal Water [Delta]	1	1
Alarm (SIG45 Signal 45)	12	12
Alarm (SIG45 Signal 45); Call By Phone (10-21Fire x21F)	1	1
Animal Control Call	3	3
Attempt to Locate (ATL)	2	2
Breathing Problems [Charlie]	1	1
Call By Phone (10-21Law x21L)	10	10
Careless & Reckless (C&R)	2	2
Chest Pain or Discomfort [Delta]	1	1
Commercial or Industrial Fire Alarm [Charlie]	1	1
Diabetic Problems [Charlie]	1	1
Disabled Motorist (10-87 x87)	2	2
Disturbance or Disorderly Subject	2	2
Falls [Bravo]	2	2
Fight in Progress (10-40 x40); Take Written Report (10-92 x92)	1	1
Fireworks	1	1
Improperly Parked Vehicle (10-70 x70)	5	5
Keys In Vehicle or Lockout; Good Intent Call (Fire)	1	1
Lost or Found Property	2	2
Meet with Complainant (10-83 x83)	13	13

Descriptions	Totals	
Missing or Abandoned Person	1	1
Sick Person [Alpha]	1	1
Sick Person [Charlie]	2	2
Single Residential Fire Alarm [Bravo]	1	1
Special Check - Business - Residence (10-79 x79)	338	338
Special Check - Business - Residence (10-79 x79); Open Door	1	1
Special Operations Assignment (Signal 55 SIG55)	1	1
Stopping Vehicle (10-61 x61)	13	13
Suspicious Vehicle or Subject (10-60 x60)	2	2
Take Written Report (10-92 x92)	2	2
Traffic Accident (Property Damage Only 10-50PD x50PD)	1	1
Traumatic Injuries [Alpha]	1	1
Water or Sewer Problems	6	6
Water or Sewer Problems; Call By Phone (10-21Law x21L)	1	1
	23	23
Totals	459	459



Holden Beach Police Department

110 Rothschild St
Holden Beach, NC 28462
www.hbpd.com
Phone: 910-842-6707
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hdpa@hbpd.com



HBPD Monthly Report (January 2023)

Printed on February 9, 2023

Reported	Case Number	Address	Offenses	Disposition
01/13/23 11:15	HBP23-00023	JORDAN BLVD	14-33(A) - SIMPLE ASSAULT	Closed - By Other Means

Total Records: 1



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www.hbtownhall.com

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



Ordinance Violations (January 2023)

Printed on February 9, 2023

Date	Defendant	Ordinance/Warning	Violation
01/01/23	CROOKS, KIMBERLY	Warning Citation	Parking - Right-of-Way Violation
01/02/23	ELLIS, TRACI	Warning Citation	Parking - Right-of-Way Violation
01/02/23	THOMAS, BENNETT	Ordinance Violation	Parking - Right-of-Way Violation
01/07/23	NICOME, JILL-ANN	Ordinance Violation	Parking - Roadway/Travel Lane

Total Records: 4



Holden Beach Police Department

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

Phone: 910-842-6707
Fax: 910-846-6907
hbp1.holdenbeachnc.com



State Citation (January 2023)

Printed on February 9, 2023

Date	Defendant	Statutes/Charges
01/01/23	KREAGER, ROSS RICHARD	20-141(B) - SPEEDING

Total Records: 1

Holden Beach Police Department

2022 Year-End

	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Total
Parking Complaints	41	86	112	25	274
<i>Town Citations</i>	5	35	29	8	77
<i>Town Warnings</i>	4	3	13	2	22
Traffic Stops	67	69	89	33	258
<i>State Citations</i>	20	37	40	15	112
<i>State Warnings</i>	26	19	11	3	59
Alarm Calls	46	42	39	68	195
Disturbance/Noise/Fight	12	52	40	20	124
Domestic Calls	7	4	17	13	41
Traffic Accidents	2	10	14	9	35
Incident Reports	24	21	23	13	81
Total Calls for Service	1,401	1,799	1,909	1,502	6,611

CONSTRUCTION TYPE REPORT

TOWN OF HOLDEN BEACH

01/09/2023 TO 02/09/2023

FY 2022-2023

Construct Type	Status	Description	Date Applied	Permit class/ Number	Occup Group	Valuation(\$)	Permit Fee(\$)
Add	10	Additions	01/19/2023	BPM-018838	G1	1,500.00	80.00
Subtotal for Additions:					1	\$1,500.00	\$80.00
BH	10	Bulkhead	01/27/2023	BPM-018853	G1	28,775.00	532.95
BH	13	Bulkhead	02/01/2023	BPM-018854	G1	25,000.00	240.00
BH	10	Bulkhead	02/07/2023	BPM-018869	G1	10,500.00	109.50
Subtotal for Bulkhead:					3	\$64,275.00	\$882.45
Elect	13	Electrical	01/10/2023	EL-018827	G1	1,000.00	75.00
Elect	13	Electrical	01/18/2023	EL-018834	G1	950.00	75.00
Elect	10	Electrical	01/25/2023	EL-018849	G1	1,300.00	75.00
Elect	13	Electrical	02/02/2023	EL-018857	G1	1,000.00	75.00
Elect	10	Electrical	02/06/2023	EL-018867	G1	2,000.00	75.00
Elect	10	Electrical	02/08/2023	EL-018878	G1	900.00	75.00
Elect		Electrical			18		
Subtotal for Electrical:					24	\$7,150.00	\$450.00
Mech	10	Mechanical	01/09/2023	MC-018824	G1	6,730.00	175.00
Mech	13	Mechanical	01/12/2023	MC-018828	G1	13,039.19	275.00
Mech	13	Mechanical	01/12/2023	MEC-018829	G1	6,750.00	75.00
Mech	13	Mechanical	01/17/2023	MC-018831	G1	3,600.00	125.00
Mech	10	Mechanical	01/18/2023	MEC-018833	G1	12,810.00	150.00
Mech	10	Mechanical	01/24/2023	MEC-018847	G1	9,300.00	200.00
Mech	13	Mechanical	01/24/2023	MC-018848	G1	13,045.00	150.00
Mech	10	Mechanical	01/26/2023	MEC-018850	G1	7,354.67	75.00
Mech	10	Mechanical	02/03/2023	MC-018859	G1	5,600.00	150.00
Mech	10	Mechanical	02/03/2023	MC-018862	G1	8,335.00	75.00
Mech	10	Mechanical	02/03/2023	MEC-018863	G1	16,400.00	150.00
Mech	10	Mechanical	02/03/2023	MEC-018864	G1	4,150.00	75.00
Mech	10	Mechanical	02/08/2023	MEC-018874	G1	13,249.00	150.00
Mech	10	Mechanical	02/08/2023	BPE-018876	G1	24,000.00	306.00
Mech	10	Mechanical	02/08/2023	MEC-018877	G1	4,888.00	75.00
Mech	10	Mechanical	02/09/2023	MEC-018880	G1	4,249.00	75.00
Mech	10	Mechanical	02/09/2023	MEC-018881	G1	7,218.00	150.00
Mech	10	Mechanical	02/09/2023	MEC-018882	G1	15,557.00	150.00
Subtotal for Mechanical:					18	\$176,274.86	\$2,581.00
Plumb	10	Plumbing	01/19/2023	PL-018837	G1	2,100.00	150.00
Subtotal for Plumbing:					1	\$2,100.00	\$150.00

Pools	10	Swimming Pools	01/20/2023	BPM-018839	G1	40,000.00	1,225.00
Pools	10	Swimming Pools	01/24/2023	BPM-018845	G1	15,000.00	150.00
Pools	10	Swimming Pools	02/07/2023	BPM-018870	G1	65,000.00	1,350.00
Pools	10	Swimming Pools	02/07/2023	BPM-018871	G1	32,400.00	506.60
Pools	10	Swimming Pools	02/07/2023	BPM-018872	G1	89,000.00	1,016.00
Total for Swimming Pools:					5	\$241,400.00	\$4,247.60
Remod	10	Renovation/Repair	01/10/2023	RDR-018826	G1	15,461.00	154.15
Remod	10	Renovation/Repair	01/20/2023	BPM-018840	G1	29,800.00	283.20
Remod	10	Renovation/Repair	01/20/2023	BP-018841	G1	210,500.00	2,219.50
Remod	10	Renovation/Repair	01/20/2023	BPM-018842	G1	60,000.00	715.00
Remod	10	Renovation/Repair	01/20/2023	RDR-018843	G1	4,000.00	80.00
Remod	10	Renovation/Repair	01/20/2023	BPM-018844	G1	1,500.00	80.00
Remod	10	Renovation/Repair	02/03/2023	BPM-018858	G1	25,000.00	290.00
Remod	10	Renovation/Repair	02/03/2023	BPM-018860	G1	19,000.00	236.00
Remod	10	Renovation/Repair	02/03/2023	BP-018861	G1	46,386.00	582.47
Remod	10	Renovation/Repair	02/06/2023	BPCL-018866	G1	15,000.00	225.00
Remod	10	Renovation/Repair	02/07/2023	BPM-018868	G1	27,000.00	333.00
Remod	10	Renovation/Repair	02/07/2023	BP-018873	G1	50,000.00	1,075.00
Remod	10	Renovation/Repair	02/08/2023	BPM-018875	G1	29,500.00	546.00
Total for Renovation/Repair:					13	\$533,147.00	\$6,819.32
SFC	10	Single Family Construct	01/19/2023	BP-018836	G1	630,000.00	6,264.00
SFC	10	Single Family Construct	02/02/2023	BP-018855	G1	400,000.00	15.00
Single Family Constructio:					2	\$1,030,000.00	\$6,279.00
Walk	10	Walkway	02/09/2023	BPM-018879	G1	10,000.00	195.00
Subtotal for Walkway:					1	\$10,000.00	\$195.00
Zoning	10	ZONING	01/09/2023	Zoning-018825	G1	50.00	50.00
Zoning	10	ZONING	01/13/2023	Zoning-018830	G1	50.00	50.00
Zoning	10	ZONING	01/17/2023	Zoning-018832	G1	50.00	50.00
Zoning	10	ZONING	01/18/2023	Zoning-018835	G1	0.00	50.00
Zoning	17	ZONING	01/24/2023	Zoning-018846	G1	0.00	50.00
Zoning	10	ZONING	01/26/2023	Zoning-018851	G1	50.00	50.00
Zoning	10	ZONING	01/27/2023	Zoning-018852	G1	50.00	50.00
Zoning	10	ZONING	02/02/2023	Zoning-018856	G1	0.00	50.00
Subtotal for ZONING:					8	\$250.00	\$400.00
GRAND TOTAL:					58	\$2,066,096.86	\$22,084.37

INSPECTIONS DEPT. FROM 01/09-2/9/23**ACTIVE NEW HOME PERMITS = 37****OTHER ACTIVE PERMITS= 271****PERMITS ISSUED OVER \$30,000 = 20 (AMOUNT INCLUDED IN ACTIVE TOTAL)****PERMITS ISSUED WAITING PICK UP = 18****TOTAL PERMITS = 326****PERMITS IN REVIEW= 4****PERMITS SUBMITTED INCOMPLETE = 11****CAMA IN REVIEW CURRENTLY=****ZONING PERMITS ISSUED = 13****CAMA PERMITS ISSUED= 9****CAMA VIOLATIONS = 0****PERMITS SERVICED FOR INSPECTIONS (FROM 1/09-2/09)= 131****TOTAL INSPECTIONS MADE= 607**



Date: February 2, 2023

To: Mayor Holden and Board of Commissioners
Town Manager-IN TURN *DH*

From: Christy Ferguson, Assistant Town Manager *CF*

Re: Eagle Scout recognition

The town has a strong working relationship with the local Boy Scout troop and this year's efforts provided two Eagle Scout projects for our community. One involved painting new parcource timbers that were damaged and replaced during Isaias and the other added another little free library in Bridgeview Park. Gunner Blake and Erwin Chavez have been recognized for their projects by their troop leaders and tonight they are here for recognition by the town. We appreciate their hard work and the continued efforts to create projects that aid the town!



Date: February 13, 2023
To: Commissioners and Mayor Holden
From: Chris Clemmons, Public Works Director
C.C.
Re: Proposal for Services from Green Engineering

At the January meeting, the Board selected Green Engineering for engineering services relating to water system inventory and assessment. Green Engineering has provided a Proposal for Services for the Board's consideration in response to the selection.

The total cost for the agreement is \$172,680. In order to approve the agreement, the Board would need to approve a budget amendment transferring \$44,714 from the Water CRF, \$50,860 from contracted services, and \$34,606 from equipment purchase water. The Water CRF is funded by system development fees meant to be used for costs incurred for water system expansion. These transfers along with the current \$42,500 in the professional services line are necessary to execute the agreement.

FEB 14 2023

February 8, 2023

Town of Holden Beach
110 Rothschild Street
Holden Beach, North Carolina 28462

Attention: Mr. David Hewett
Town Manager

SUBJECT: Proposal for Engineering Services
Water System Evaluation – Asset Inventory and Assessment

Dear Mr. Hewett:

Green Engineering, P.L.L.C. appreciates this opportunity to provide the Town of Holden Beach with our Proposal for Engineering Services for the Town's Water System Asset Inventory and Assessment project. The scope of services proposed was developed in accordance with the scope identified in the Town's Request for Qualifications, dated November 23, 2022, and our discussions with Chris Clemmons on January 25, 2023.

Our Scope of Services are as follows:

1. Perform an asset inventory and assessment of the Town's water supply, distribution and storage system(s) to include all water meters, fire hydrants, valves, blow-off's and the elevated storage tank. A GIS database of all system assets will be developed in ArcGIS and provided to the Town. Included with this task will be the preparation of a GIS database of all Sewer service valve pits. **\$112,980.00**
2. Perform a Hydraulic Analysis of the Town's water supply and distribution system. The resultant information from this effort will identify all areas that may experience insufficient long-term supply/pressure issues. In the event questionable areas are identified recommendations to eliminate the problem(s), i.e. additional elevated storage with locations will be presented in the final "Engineer's Report". **\$ 15,600.00**
3. Preparation of a Capital Improvement Plan that will identify corrective measures needed within the system based on the asset assessment and hydraulic analysis results. **\$ 15,100.00**

4. Preparation of an Asset Management Plan focused on asset life cycle, reduction in repair costs, increased productivity, and compliance with regulations.	\$ 29,000.00
5. Assist the Town in the identification of funding sources (grants, low interest loans etc.) for future projects identified in the Capital Improvement Plan.	<u>No Charge</u>
Total Compensation	\$172,680.00

Green Engineering can provide the above Scope of Services within 210 calendar days from authorization to commence work.

We trust you will find the contents of this Proposal acceptable. Should you have any questions please do not hesitate to contact me.

Respectfully,



E. Leo Green, P.E., P.L.S.

TOWN OF HOLDEN BEACH

ORDINANCE NO. 23-02

**AN ORDINANCE AMENDING ORDINANCE 22-14, THE REVENUES AND APPROPRIATIONS ORDINANCE FOR FISCAL YEAR
2022-2023 (AMENDMENT NO. 10)**

Be it ordained by the Mayor and Board of Commissioners of the Town of Holden Beach, North Carolina, that Ordinance No. 22-14 appropriating funds for fiscal year 2022-2023 be amended as follows:

SECTION I:

In accordance with GS 159-22, the Town of Holden Beach Board of Commissioners hereby authorizes the transfer of \$44,714 from the Water Capital Reserve Fund to the Water and Sewer Fund (fund 30).

SECTION II:

REVENUE

	TRANSFER WF TO CAP RESRV WF	30.0396.0000		44,714 INCREASE
<u>TOTAL</u>				<u>44,714</u>

EXPENSE

	CONTRACTED SERVICES	30.0810.4500		(50,860) DECREASE
	EQUIPMENT PURCHASE WATER	30.0810.7001		(34,606) DECREASE
	PROFESSIONAL SERVICES	30.0810.0400		130,180 INCREASE
<u>TOTAL</u>				<u>44,714</u>

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

This is the 21st day of February, 2023.

ATTEST:

J. Alan Holden, Mayor

Heather Finnell, Town Clerk

RESOLUTION 23-02
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF HOLDEN BEACH
PROVIDING FOR THE TOWN OF HOLDEN BEACH TO BECOME A MEMBER OF THE
AMERICAN FLOOD COALITION

WHEREAS, proactively investing to prevent flooding is a wiser use of resources than spending on flooding recovery, as exemplified by FEMA research showing that \$1 of spent on disaster prevention saves up to \$7 in recovery costs; and

WHEREAS, national coordination and support are necessary for communities to fully address the challenge of flooding and sea level rise, and the American Flood Coalition provides a platform advocating for national solutions to flooding and sea level rise that invest in and protect our coastal communities; and

WHEREAS, the American Flood Coalition is a no-cost forum for best practices and source of support in developing local and state-level responses to flooding and sea level rise that will enhance the Town of Holden Beach's resilience effort; and

WHEREAS, flooding and sea level rise are important issues that our residents deserve to understand and the American Flood Coalition provides opportunities and tools to communicate with residents on flooding challenges and solutions; and

WHEREAS, joining the American Flood Coalition will aid the Town of Holden Beach's efforts to protect against flooding without requiring any financial support or dues from the Town of Holden Beach; and

WHEREAS, the Holden Beach Board of Commissioners finds that joining the American Flood Coalition will promote the welfare of the Town of Holden Beach's residents and ensure the prosperity of the Town of Holden Beach's economy by accelerating solutions to sea level rise and flooding.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF HOLDEN BEACH that the Town of Holden Beach recognizes the need to advance national solutions to sea level rise and flooding and will work as a member of the American Flood Coalition to safeguard the welfare of the Town of Holden Beach's residents.

This the 21st day of February, 2023.

 J. Alan Holden, Mayor

ATTEST:

 Heather Finnell, Town Clerk



AMERICAN

FLOOD

COALITION

OUR POLICIES

**A NONPARTISAN COALITION
ADVOCATING FOR NATIONAL SOLUTIONS
TO FLOODING AND SEA LEVEL RISE**

FloodCoalition.org

Who we are

The American Flood Coalition is a nonpartisan group of political, military, business, and local leaders that have come together to unlock national solutions to flooding and sea level rise. We proactively address the growing cost of coastal, riverine, and flash flooding by advocating for smarter planning and investment before these disasters strike.



Our mission

Protecting communities that are vulnerable to flooding and sea level rise is a national issue that must be met with national solutions—it is vitally important to our country's citizen well-being, economic strength, and security.

In the last 10 years, all 50 states have had presidential disaster declarations from flooding¹

Our 4 solutions pillars



Economy

Invest in infrastructure and natural solutions that boost the economy and protect property values



Communities

Use smart planning to keep communities safe and save taxpayer dollars



Rebuilding

Build back stronger to protect communities from future flooding



Military

Ensure our military installations are ready to deploy 365 days a year

¹ FEMA, FEMA Disaster Declarations Summary - Open Government Dataset, 2018.

Economy

Invest in infrastructure and natural solutions that boost the economy and protect property values

Our national economy relies on our highways, ports, and other essential infrastructure, much of which is at risk from riverine, coastal, and flash flooding and sea level rise. The American Flood Coalition supports dedicated funding and incentives for resilience that will help prevent flood damage, ensure property values and coastal tourism remain strong, and spur innovation and job creation.

The construction of new infrastructure will create local employment opportunities that cannot be outsourced, bringing more jobs to the community. As our communities adapt to flooding and sea level rise, we'll also be able to build new businesses and innovation that we can export to others around the globe.

Policies

- ▶ Support communities investing in adaptation through dedicated federal funding and incentives, such as adaptation trust funds, revolving loan funds, and tax breaks
- ▶ Increase innovation grants for research into flood mitigation technology
- ▶ Facilitate the exchange of best practices among flood-affected communities
- ▶ Broaden available financing methods for flood infrastructure projects in ways that engage the private sector, such as public-private partnerships and low-interest debt financing

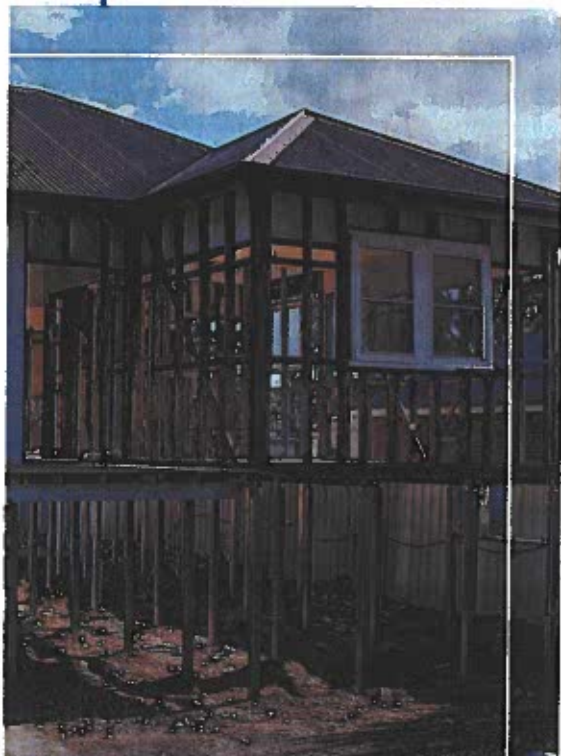


**Investing
\$100M
in water
infrastructure
creates an
estimated
1500+ jobs
in the local
community²**

² Value of Water Campaign, The Economic Benefits of Investing in Water Infrastructure. 2017.

Communities

Use smart planning to keep communities safe and save taxpayer dollars



\$1 spent on pre-disaster mitigation saves \$4-7 in disaster relief³

Investing in resilience can save taxpayer dollars and untold heartache for affected communities, but to plan smart our communities need accurate information and policies that empower them to act. As a first step, the Federal Emergency Management Agency (FEMA) should upgrade its flood maps, 15% of which reflect information from the 1970s and 1980s, and none of which include future sea level rise.

Once communities understand their risk, they need federal funding for smart investments. We need to dramatically increase FEMA's pre-disaster mitigation funding, which currently makes up less than 1% of its budget. Communities should also be empowered with the flexibility to invest in living shorelines and other natural infrastructure solutions by making the planning and permitting process more efficient.

Policies

- ▶ Increase pre-disaster mitigation funding across agencies
- ▶ Adopt federal minimum flood standards across all major federal programs
- ▶ Update FEMA flood maps to reflect current data and include sea level rise projections
- ▶ Support efficient planning and permitting for living shorelines, including working with the Army Corps to expand the new living shoreline permit category

³National Institute of Building Sciences, Natural Hazard Mitigation Saves: 2017 Interim Report. December 2017.

Rebuilding

Build back stronger to protect communities from future flooding

When disaster strikes and the national government spends billions to rebuild, we need to build back stronger so our communities can withstand future flooding instead of drawing on taxpayer dollars to rebuild again and again. By creating federal standards for rebuilding that take a clear-eyed view of future risk, we can keep our citizens safe and prevent wasteful spending.

We need to improve Department of Housing and Urban Development (HUD), FEMA, and Small Business Administration (SBA) programs so that they allow and incentivize rebuilding to higher standards.

Policies

- ▶ Create federal resilience standards for rebuilding after hurricanes and flood events
- ▶ Issue guidance from HUD on how the Community Development Block Grant program can be used to encourage adaptive rebuilding
- ▶ Have FEMA allow for and incentivize the adaptation of damaged facilities with Public Assistance funding
- ▶ Allow the SBA Disaster Loan Program to incentivize resilient construction

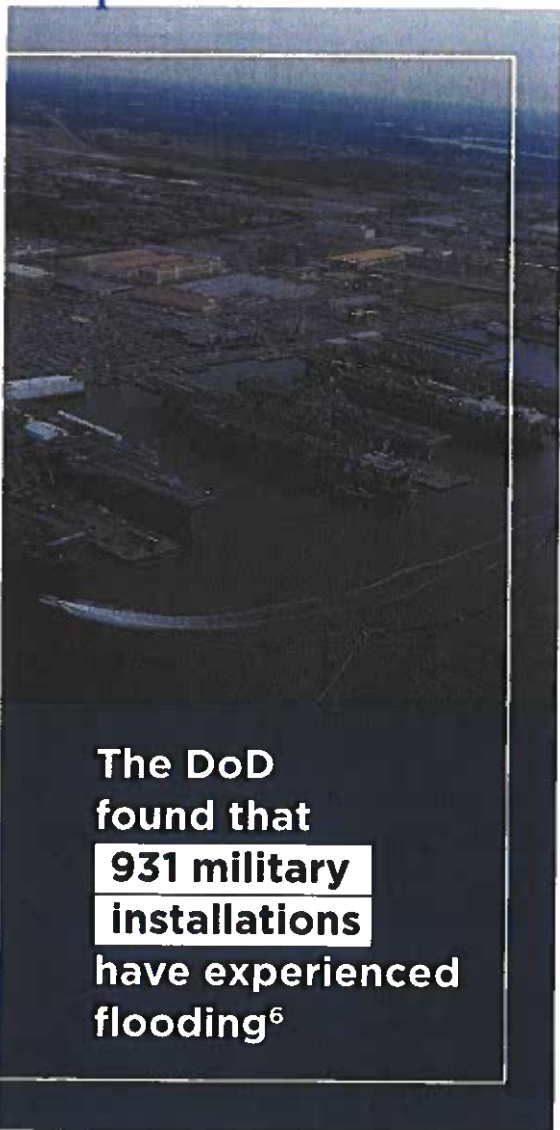


89% of registered voters support a requirement for all federally funded infrastructure to better withstand flooding⁴

⁴ The Pew Charitable Trusts. Poll. January 2018.

Military

Ensure our military installations are ready to deploy
365 days a year



The DoD
found that
**931 military
installations**
have experienced
flooding⁶

When military facilities are flooded, it puts our national security at risk. At Norfolk Naval Base, the main access road floods about 10 times per year, affecting the over 90% of servicemen who live off base⁵. Some installations are already taking action to protect against flooding, but we need coordinated national action.

The Department of Defense (DoD) must prioritize adaptation plans to ensure our military is prepared for the future, and we must give base commanders the flexibility to invest in critical infrastructure on and off the base.

Policies

- ▶ Give the DoD the authority to assess the impact of flooding on our military installations
- ▶ Allow base commanders the flexibility to use mission funds to address flooding off-base by expanding programs such as Defense Access Roads
- ▶ Promote alternative funding mechanisms for our military through public-private partnerships

Our progress: We successfully advocated for the Defense Access Roads program amendment, which now allows bases to **address flooding impacts to roads leading into bases**, to be included in the Fiscal Year 2019 National Defense Authorization Act (NDAA) that was signed into law August 2018.

⁵ Virginian-Pilot, Naval Station Norfolk's first 100 years: World's largest navy base anchored to community. June 2017.

⁶ Department of Defense Climate-Related Risk to DoD Infrastructure Initial Vulnerability Assessment Survey (SLVAS) Report. January 2018.

Member benefits



A strong platform to advocate, as part of a nonpartisan group, for national solutions to flooding that invest in and protect our communities

A forum for best practices and support in developing local and state-level responses to flooding and sea level rise



Opportunities and tools to communicate with residents on challenges and solutions related to flooding

Learn more at
FloodCoalition.org



Date: February 14, 2023
To: Commissioners and Mayor Holden
From: David W. Hewett, Town Manager *DH*
Re: Fire Department Update

Assistant Fire Chief Ward has provided the Board with information showing the locations a fire station could be located as requested at the January meeting. Tri-Beach Fire Department leadership will be in attendance to review it with the Board.

Heather Finnell

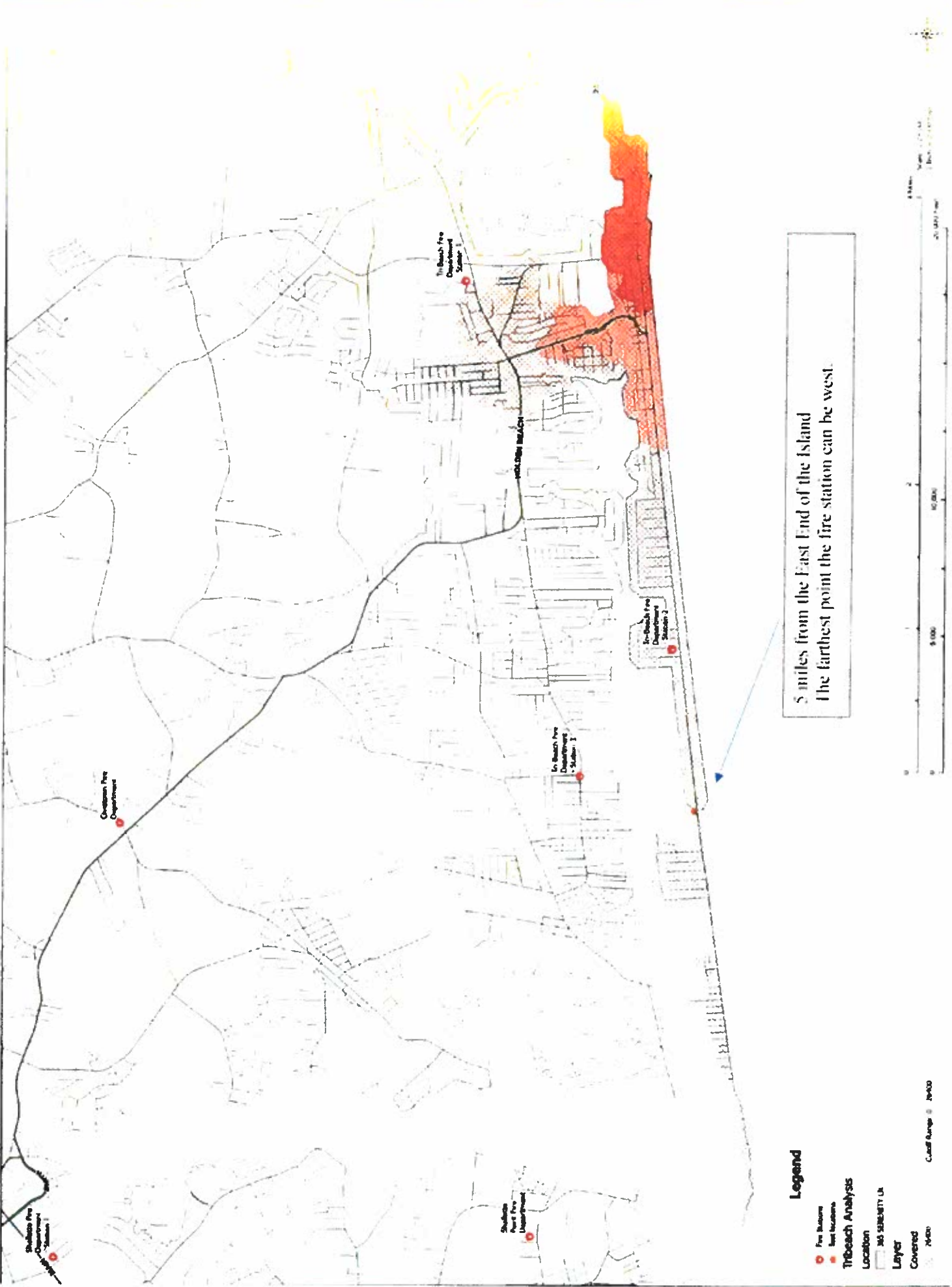
From: David Ward <dward@tribeachfire.com>
Sent: Tuesday, February 14, 2023 10:47 AM
To: David Hewett
Cc: Heather Finnell; dtodd@tribeachfire.com
Subject: Fire Station Map
Attachments: Holden Beach Fire Station Map.pdf

Mr. Hewett,

I have attached a PDF with two maps showing the east and west locations where a fire station could be located. Anywhere between these two locations would allow the current cooperate limits of the town to be served by that station. The only parcel that could not be serviced by this fire station would be the town property located on Turkey Trap Road. Please let us know if you would like one of us to attend the next meeting or if you need anything else.

Thank you,

David Ward, Assistant Chief
Tri-Beach Fire Department



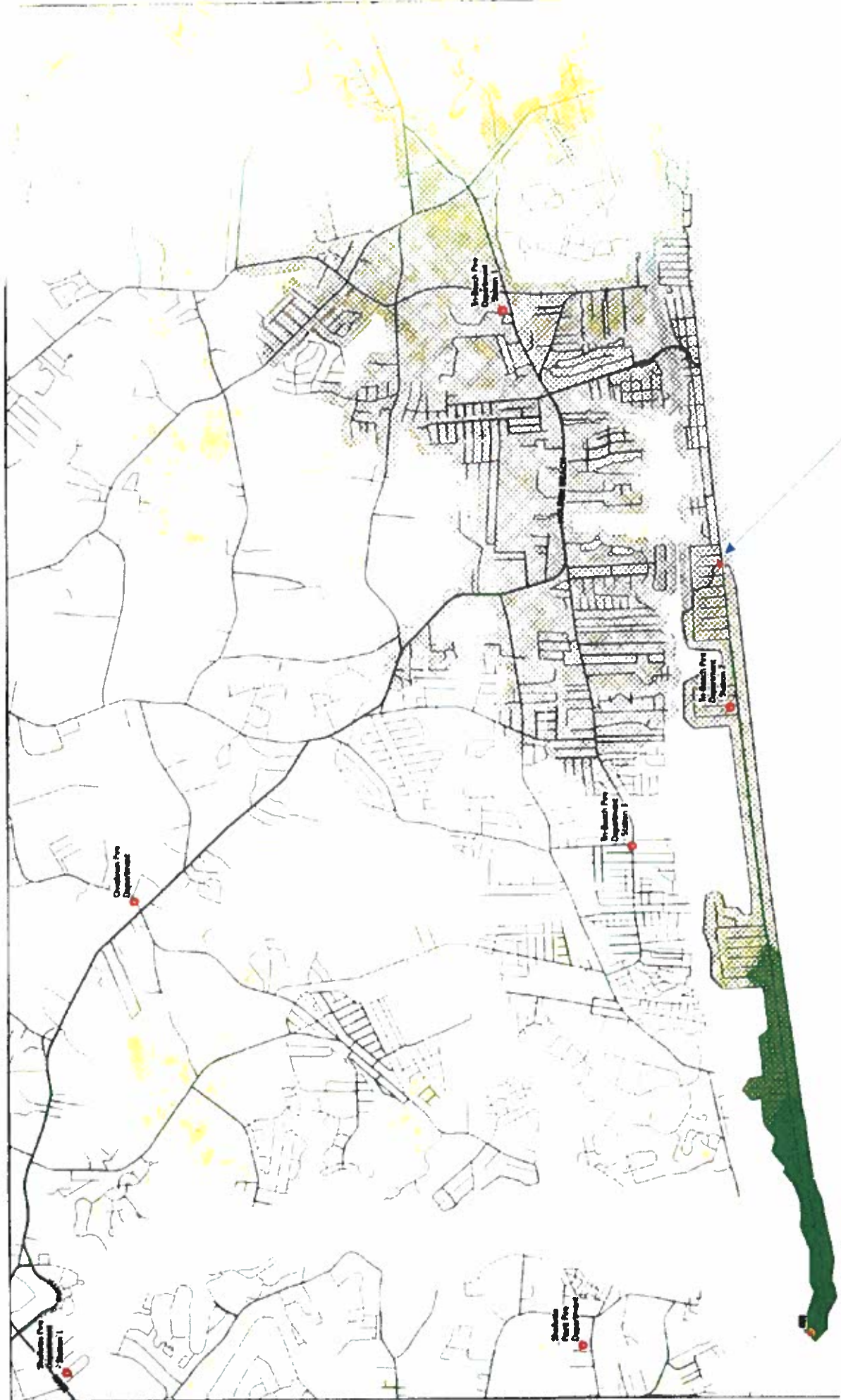
5 miles from the East End of the Island
 The farthest point the fire station can be west.

Legend

- Fire Stations
- East Locations
- Tribeach Analysis**
- Location
- MS SERVICE LA
- Layer
- Covered
- 74-000



Carto Range © 2010



5 miles from the West End of the Island
 The farthest point the fire station can be reached

■ Fire Stations
 ■ Fire Stations
Tribeach Analysis
 Location
 - 1366 DWIN BLVD W
 Layer 2
 Covered

0 5,000 10,000

2/4/02
 Courtesy: D. JAKO



Date: February 13, 2023
To: Commissioners and Mayor Holden
From: David W. Hewett, Town Manager *DH*
Re: Final Site Plan – Block Q

Attached is the proposed final conceptual plan for Block Q. Mr. Baker will be in attendance to review it with the Board.



TOTAL SPACES:
 CARS 74
 BOAT TRAILERS 15




PARKING AREA & RESTROOM FACILITY
 HOLDEN BEACH, NC



Date: February 9, 2023

To: Mayor Holden and Board of Commissioners

 Town Manager-IN TURN

From: Christy Ferguson, Assistant Town Manager 

Re: Block Q Development Grant Application

The pre-application cycle is open for the North Carolina Public Beach and Coastal Waterfront Access Program. Staff communicated with the district coordinator to discuss the Block Q project. The project is viable to proceed with application; however, in the event a contract is awarded it would be occurring this time next year. No construction could occur prior to the contract being in place and then it would be on a reimbursement basis. The grant is a 75 percent/25 percent match which in the past has provided up to \$250,000 for projects. Communication with the district coordinator reveals the agency would be willing to accept applications requesting more for this grant cycle.

If the board wants to pursue this grant opportunity the pre-application would be coming before you for approval at the March meeting. If invited to do a final application, those would be due in August. The board would be apprised sometime between April and August if the project is being considered.



Date: February 13, 2023

To: Commissioners and Mayor Holden

From: David W. Hewett, Town Manager *DH*

Re: Final Site Plan – Pier Property

Attached is the proposed final conceptual plan for the pier property. Mr. Hemingway will be in attendance to review it with the Board.

A2.0

SHEET NUMBER



PROJECT NORTH
SCALE: 1/4" = 1'-0"

Existing / Demo Floor Plan

14 x 14'

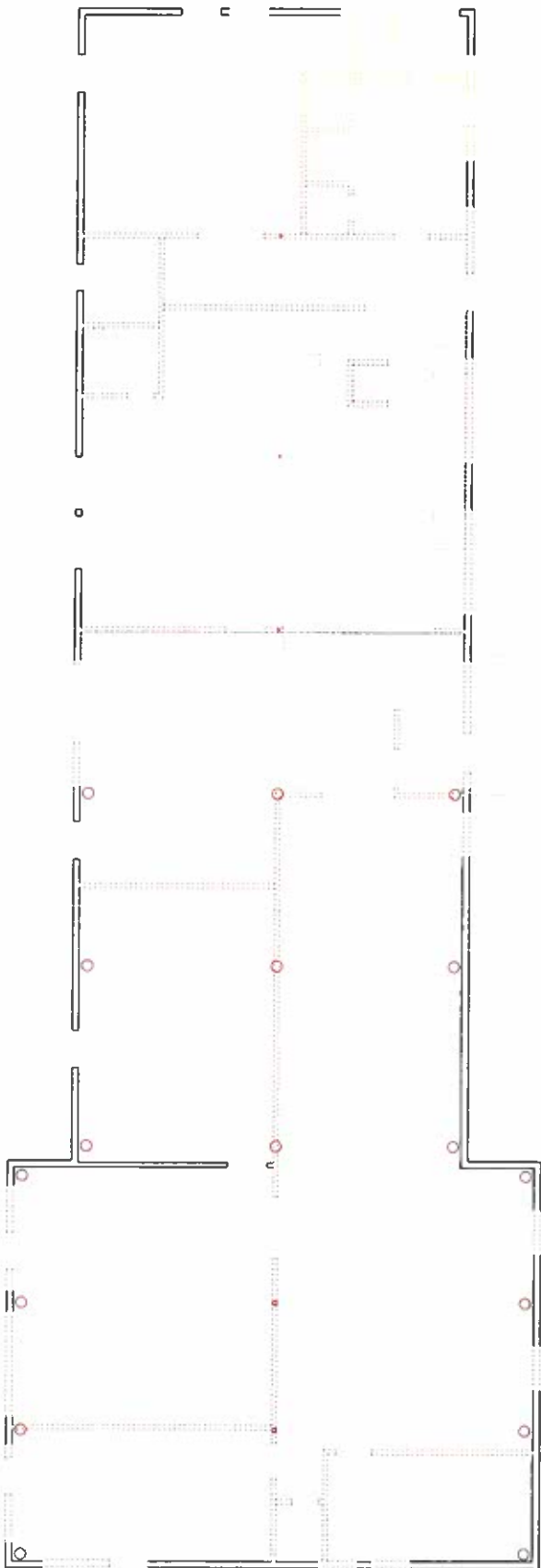
Existing / Demo Floor Plan

DATE: 07/20/2011
 DRAWN BY: [illegible]
 CHECKED BY: [illegible]
 PROJECT: 5001
 SHEET: A2.0

Holden Beach Pier
 441 Ocean Boulevard West
 Holden Beach, North Carolina 28462



114 Holden Beach
 114 Holden Beach
 114 Holden Beach
 114 Holden Beach





333 Market Street
2nd Floor
Holden Beach, NC 28526
Tel: 252.333.2241
Fax: 252.333.2242

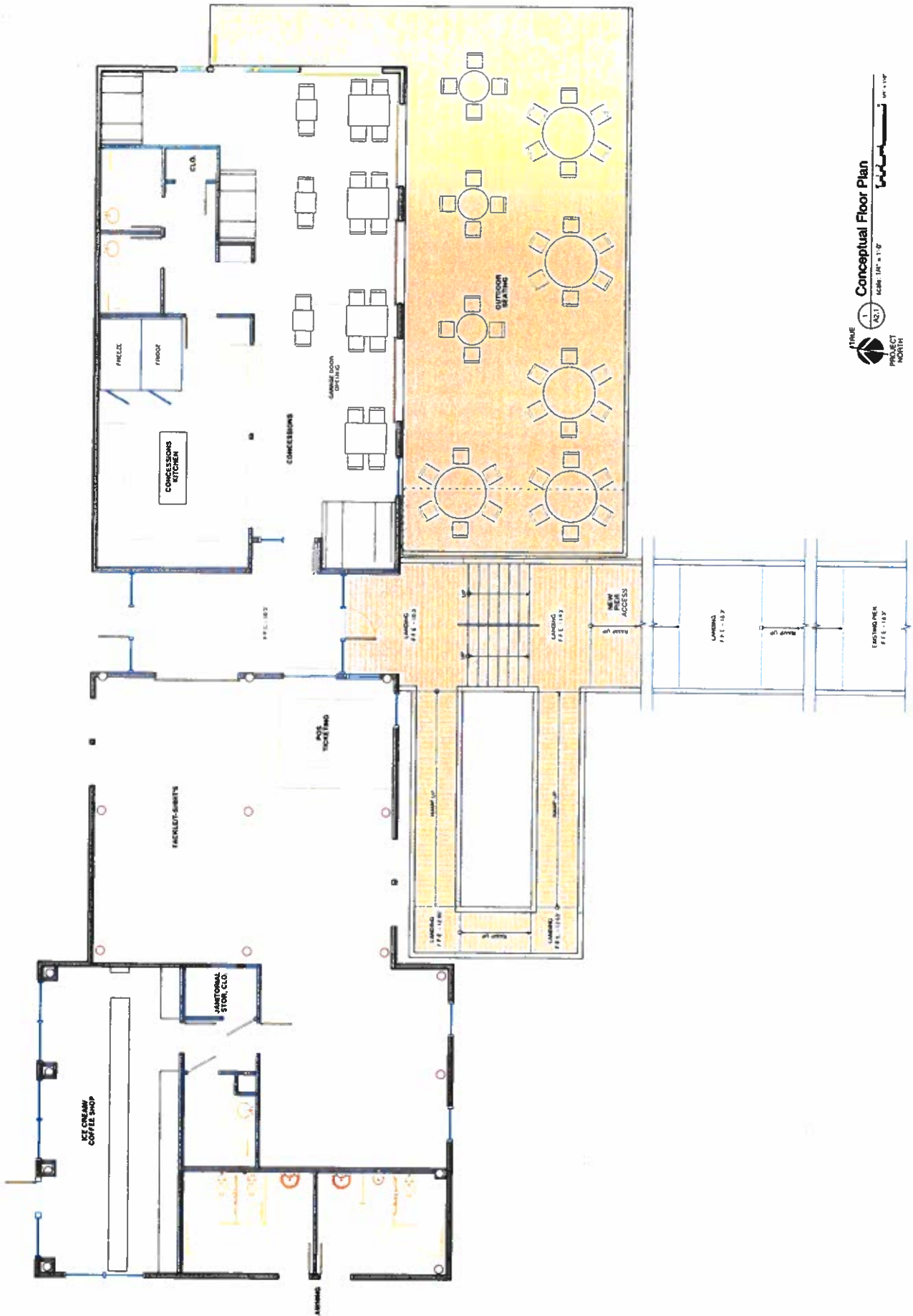


Holden Beach Pier
441 Ocean Boulevard West
Holden Beach, North Carolina 28462

Conceptual
Floor Plan

JOB NUMBER	
DRAWN BY	
DATE	
PROJECT	
DATE	
SCALE	

A2.1



Conceptual Floor Plan

 Scale: 1/4" = 1'-0"

 PROJECT NORTH



114 Holden Street
Wilmington, NC 28401
Tel: 754.322.2624
Fax: 754.322.2626



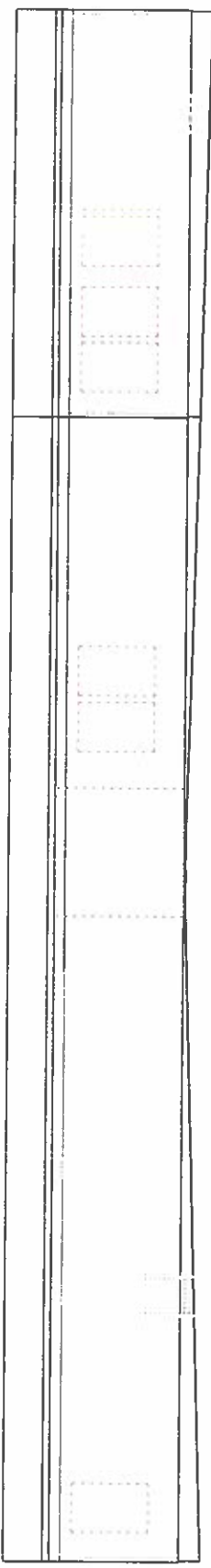
Holden Beach Pier
441 Ocean Boulevard West
Holden Beach, North Carolina 28462

Existing / Demo
Elevations

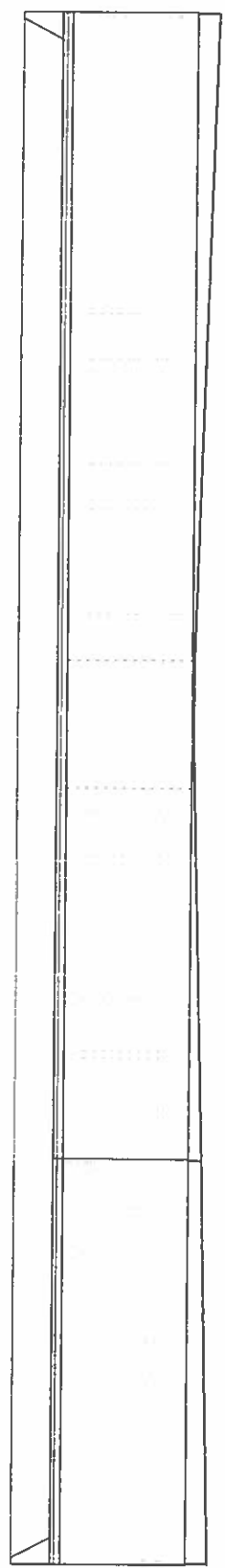
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DRAWING:
DATE:
SCALE:
DATE:
REVISED BY:
GCH:
DATE:
REVISED BY:

SHEET NUMBER

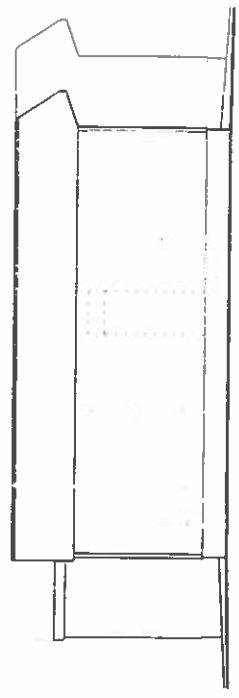
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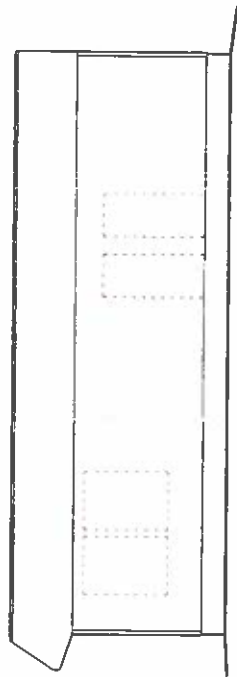
1
A3.0
North Elevation - Existing / Demo
SCALE: 1/4" = 1'-0"
DATE: 11/14/14



2
A3.0
South Elevation - Existing / Demo
SCALE: 1/4" = 1'-0"
DATE: 11/14/14



3
A3.0
East Elevation - Existing / Demo
SCALE: 1/4" = 1'-0"
DATE: 11/14/14



4
A3.0
West Elevation - Existing / Demo
SCALE: 1/4" = 1'-0"
DATE: 11/14/14



114 Orchard Street
 Suite 200
 Raleigh, NC 27601
 Tel: 919.286.2200
 Fax: 919.286.2200

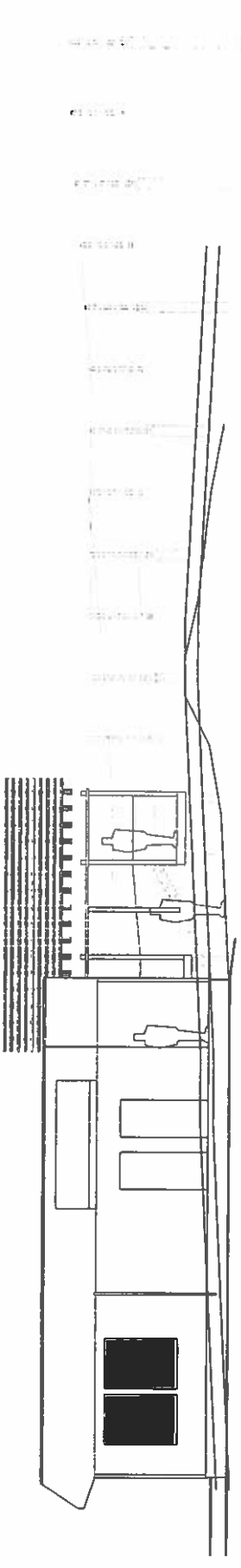


Holden Beach Pier
 441 Ocean Boulevard West
 Holden Beach, North Carolina 28462

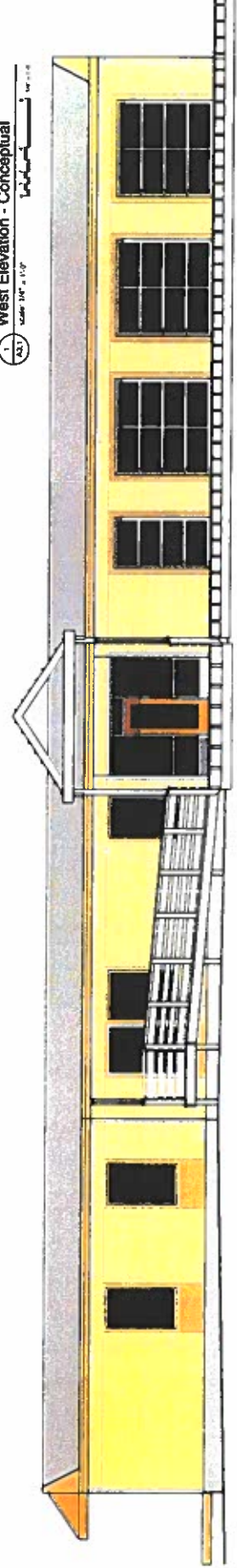
Conceptual
 Elevations

DATE	12/20/12
DESIGNED BY	MS
CHECKED BY	GCS
DATE	12/20/12
PROJECT	28462

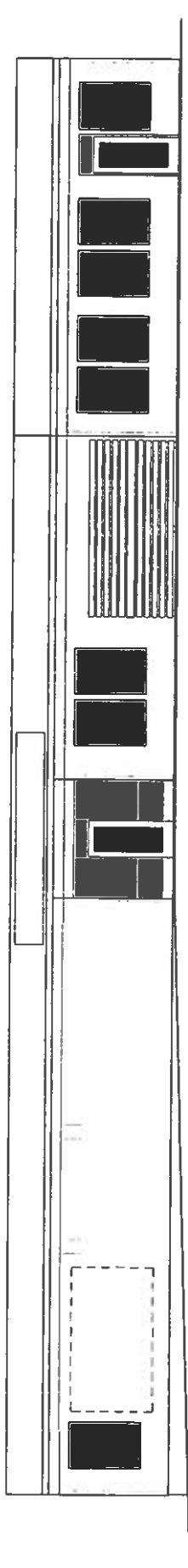
Sheet Number
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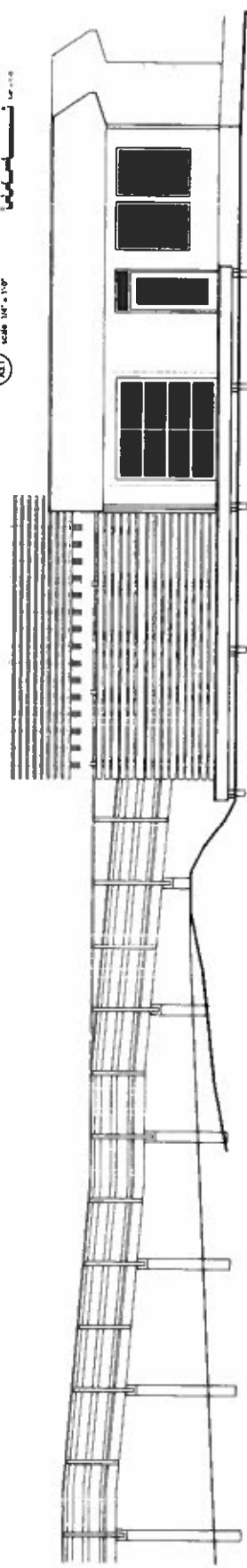
1
 West Elevation - Conceptual
 Scale: 1/4" = 1'-0"
 1/4" = 1'-0"



2
 South Elevation - Conceptual
 Scale: 1/4" = 1'-0"
 1/4" = 1'-0"



3
 North Elevation - Conceptual
 Scale: 1/4" = 1'-0"
 1/4" = 1'-0"



4
 East Elevation - Conceptual
 Scale: 1/4" = 1'-0"
 1/4" = 1'-0"

A3.2

SHEET NUMBER

Existing Pier Elevations
Scale: 1/8" = 1'-0"

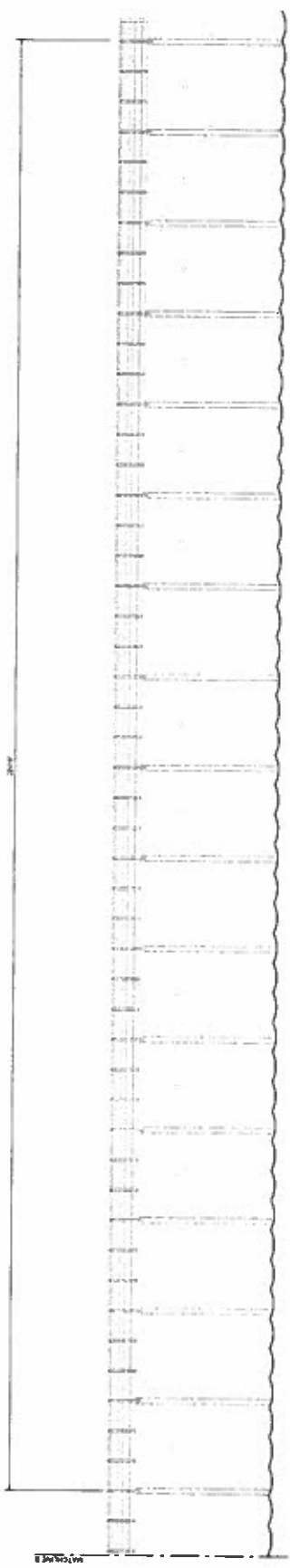
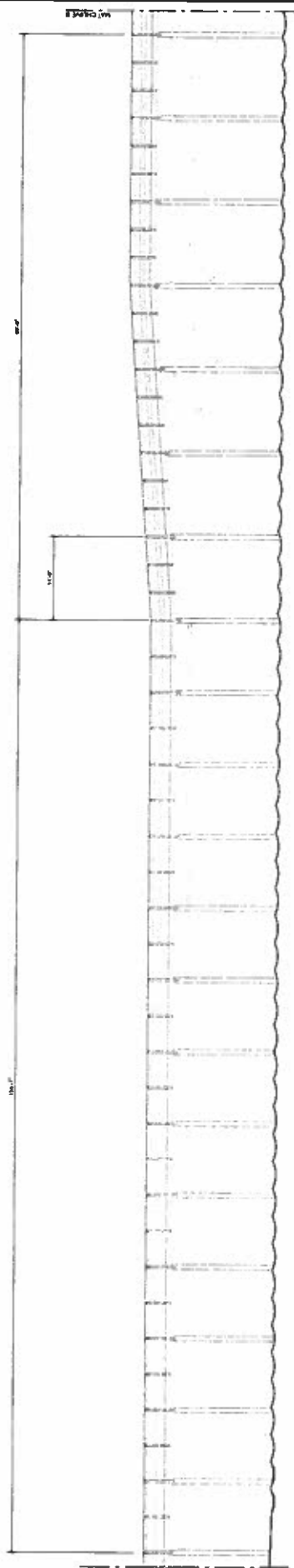
JOB NUMBER	220622
DATE	02/02/22
DESIGNED BY	DCH
CHECKED BY	
DATE	
PROJECT	

Pier Elevations

Holden Beach Pier
441 Ocean Boulevard West
Holden Beach, North Carolina 28462



A. C. HOLDEN, P.E.
314 Market Street
P.O. Box 1000
Holden Beach, NC 28462
Tel: (252) 928-2821
Fax: (252) 928-2822





RESMILSIEA
154 Market Street
2nd Floor
New York, NY 10038
Tel: 212.774.7600



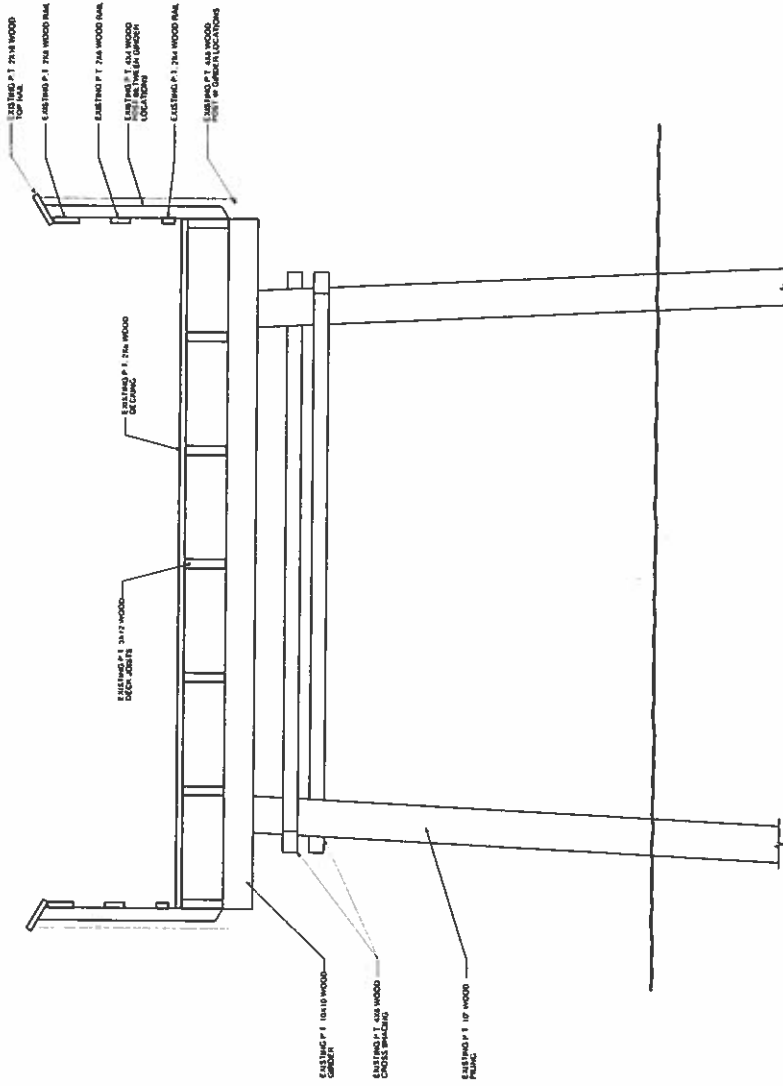
Holden Beach Pier 441 Ocean Boulevard West Holden Beach, North Carolina 28462

Existing
Pier Section

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DRAWN BY: [blank]
CHECKED BY: GCH
DATE: 12/8/22
BY: [blank]

PAGE NUMBER:

A4.0



1
P.L.U. Existing Pier Section
SCALE: 3/4\"/>



Date: February 14, 2023

To: Commissioners and Mayor Holden

From: Heather Finnell, Town Clerk HF

Re: Paid Parking Program

Otto Connect has provided an amendment to the Paid Parking Program contract between Otto Connect and the Town (Attachment 1). The amendment reflects changes to the fee schedule and how parking violations for non-registered trailers are handled as requested by the Board at the January meeting. Resolution 23-03, Resolution Amending the Holden Beach Fee Schedule (Attachment 2) and a revised excerpt of the Fee Schedule (Attachment 3) are also included for the Board's review.

If the Board would like to move forward with the changes as discussed at the January meeting, the suggested motion is to approve the Otto Contract Amendment #1 and Resolution 23-03.

Attachment 1

This Amendment #1 to the SaaS Services Agreement dated March 8th, 2022, provides mutually agreed updates to Exhibit A – Statement of Work, and Exhibit E – Parking Policies. All other content of the original Agreement remains in effect.

EXHIBIT A – Amendment 1 dated February 21st, 2023

Statement of Work

Company will update the following provisions of the SurfCAST parking management solution for year 2023:

1. Parking Rates will change to the following:
 - a. \$4 – 1 hour
 - b. \$8 – 2 hours
 - c. \$12 – 3 hours
 - d. \$16 – 4 hours
 - e. \$20 – day and any duration greater than 4 hours
 - f. \$80 – week as seven consecutive days upon purchase of a week permit
 - g. \$150 – season for the active paid parking dates

2. An additional parking violation will be enabled in the SurfCAST system for Otto Connect personnel to issue citations for unregistered trailers as follows:

“Non-registered Trailer pursuant to G.S. §20-4.01(23), §20-50, §20-111 and §20-118.3 and Parking a Trailer without a paid parking permit (Section 72.03(A)) ”

 - \$50 fine

Citation will be written on the towing vehicle with the designation “-TR” following the license plate number.

- Example: ABC1234-TR
- State of Registration will be entered on a separate line on the Citation

Exhibit E – Update #1

Section 3 Updates for Parking Violations – as noted above for the Statement of Work.

All other provisions of the SaaS Services Agreement remain in effect.

Otto Connect, Inc.:

By: _____

Name: _____

Title: _____

Town of Holden Beach:

By: _____

Name: _____

Title: _____

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act.

Town Finance Officer

Attachment 2

**RESOLUTION 23-03
RESOLUTION AMENDING THE HOLDEN BEACH FEE SCHEDULE**

WHEREAS, at the January 17, 2023 Regular Meeting of the Town of Holden Beach, the Board of Commissioners discussed the Town of Holden Beach Paid Parking Program and agreed to amend the current fees for the program as follows:

- \$4 per hour
- \$20 per day
- \$80 per week
- \$150 annual pass for one vehicle
- \$300 annual pass for two vehicles

WHEREAS, the Holden Beach Fee Schedule needs to be updated to reflect the amended paid parking fees.

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of the Town of Holden Beach, North Carolina does hereby amend the fee schedule to reflect the new paid parking fees.

This the 21st day of February, 2023.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk

ADMINISTRATION FEES

Vehicle Decals	
First 4 Decals	\$0
On Island Business	\$10.00 each
Off Island Business	\$10.00 each
Replacement Decals	\$5.00 each
Curbside Recycling	\$106.88 annually
User Fees	
Pavilion (Jordan Boulevard) Rental Resident	\$100/daily
Pavilion (Jordan Boulevard) Rental Non-Resident	\$110/daily
Bridgeview Park Picnic Shelter Rental Resident	\$75/four hours
Bridgeview Park Picnic Shelter Rental Non-Resident	\$85/four hours
All Other Town Facilities (Town Hall, EOC)	\$75
Recreation Programs	(\$0 - \$150) Varies per Activity
Independent Contract Instructors	25% of Fees Collected for Program
Bridgeview Public Dock Fees. Said fees are per day and not to exceed three consecutive days.	
Dock Fee	\$1.25 per foot
Sewer Pump Out	\$5
Laundry	\$5
Shore Power 20, 30 amp	\$5
Shore Power 50 amp	\$10
Special Event Fee for Races	\$1,500
*Ability to waive or reduce for non-profits. If number of Police Officers exceeds five, an additional fee will be charged.	

PARKING PERMIT RATES PER VEHICLE

Per Hour Rate	\$4.00 \$3.00
Per Day Rate	\$20.00 \$15.00
Per Week Rate	\$80.00 \$60.00
Annual Rate (one vehicle)	\$150.00 \$125.00
Annual Rate (two vehicles)	\$300.00 \$250.00

PRIVILEGE LICENSE FEES

Off-Premises Unfortified Wine, Off-Premises Fortified Wine or Both	\$10.00
Off-Premises Malt Beverages	\$5.00
On-Premises Malt Beverages	\$15.00
On-Premises Unfortified Wine, On-Premises Fortified Wine or Both	\$15.00



Date: February 6, 2023

To: Mayor Holden and Board of Commissioners
Town Manager-IN TURN

From: Christy Ferguson, Assistant Town Manager 

Re: 796 OBW Repair Expenses/Revenue Projections

Expenses

The BOC instructed Town Manager Hewett to get quotes on external painting, carpentry, electrical and mechanical repairs to 796 OBW. A Request For Proposals (RFP) was issued and three bids were received, ranging from \$40,990 to \$51,523.84. They are all disqualified due to administrative deficiencies and statutory prohibitions.

Revenues

The BOC also tasked Town Manager Hewett with gathering rental projections from property management companies. Staff invited opinions from six local firms. The proposals are attached for your review with each company expressing varying degrees of requirements other than the above repairs to make the house rentable for the upcoming season. A synopsis of the projections is in an attached spreadsheet (attachment 1). A more detailed explanation is provided in each of the attached proposals.

Additional considerations: Staff received several additional comments expressing concerns during the walkthrough that are not captured in the proposals. One company is worried about liability for the town when renters find out it is a town-owned property. They expressed concern renters will be calling the town regardless of property management with any issues and seeking recourse. The Town having rental insurance will need to be a priority. The quote from the League to change the insurance type increases current costs by approximately \$400. A new refrigerator, new carpet, and concern over interior steps were considered priorities. Televisions as well as cable/streaming and internet service were also expressed as significant needs for rentals to be successful. Finally, many mentioned that views from the decks were one of the attractiveness features, but currently there is no deck furniture.

Company	Projection	Additional Expenses
Hobbs	N/A	feels expenses would not be worth investment for one year of rental
Vacasa	net income \$50,575-\$60,605	see essentials checklist
Proactive	net income \$22,074	additional expense list totaled \$6162 and included things like lawn service, HVAC filters, bulbs/batteries, turn day exterior service, cleaning, management fee of 16%
Holden Beach Vacations	\$62,155 14% management fee	long list of expenses on letterhead
Mermaid Resort Services	\$90,180 13 or 18% management fee	flat screens and expenses such as cleaning and paper products; deep clean; landscape services; storm prep
Craig	N/A	not interested in managing the property

Christy Ferguson

From: Christy Ferguson
Sent: Friday, January 13, 2023 2:47 PM
To: Tiffany Hobbs
Subject: Re: Property Management

Thank you. This is very helpful. Appreciate you taking the time to detail these issues.

Sent from my iPhone

On Jan 13, 2023, at 1:23 PM, Tiffany Hobbs <tiffany@hobbsrealty.com> wrote:

Hi Christy,

It was nice to see you this past week! I wanted to give you some more information. After the walkthrough and reviewing what the town is planning to do from the list on the website (as far as repairs and updates), 796 OBW would not really be up to our rental program's standards. In addition to what is being proposed, we would suggest all new furniture, new mattresses, new hard flooring (rip out carpet), install flatscreen TVs, add a new fridge, add 2 smoke alarms, remediate mildew around electrical vents, and address rotten window areas. I am pretty sure everything in the kitchen as far as cookware and utensils would need replacing as well. The investment into these items may not be worth the expenditure for just a season's rental income. I am sorry that we could not be of more help!

I hope you have a great weekend,



Required by North Carolina Real Estate Law, real estate agents must disclose who they work for and how they may represent you.

For a copy of a Working with Real Estate Agents brochure, please visit <https://www.ncrec.gov/Forms/WWREA/WWREADisclosureForm.pdf>

Christy Ferguson

From: Thomas Korman <thomas.korman@vacasa.com>
Sent: Monday, January 16, 2023 9:12 AM
To: Christy Ferguson
Subject: Vacasa Vacation Rental Management- Revenue Projection

Christy- good morning and thanks for taking the time to meet at 796 Ocean Blvd W. Our team looks forward to helping however we can!

Please see the Revenue Projection and List of Services link below. Also, see our *How We market Homes Link* - our ongoing marketing program for our homes is extensive.

I'm happy to help in any way I can- please let me know if you need anything else.

Thanks for considering Vacasa!

Thomas

<https://proposal.owners.vacasa.com/d2fb95f3d79c3bca5ae50b19db75a2f3>



Thomas Korman
m: 910-214-3856
vacasa.com

HOW WE MARKET YOUR HOME & INVESTMENT

Would you like to opt out?

Your management proposal

📍 796 Ocean Blvd West, Holden Beach, North Carolina 28462

Holden Beach Household.

This proposal covers everything you'll get with our management fee, including details on our local teams, marketing, and home care (plus a few of our premium services, too).

Let me know when you're ready to talk through questions or take the next step — I'm here to help. Talk soon.

Our offer to you,

Your property management fee is 15% of your gross rental income. A straightforward fee saves you time and stress (with no nickel-and-diming). And, since the fee is based on your rental income, we're as invested as you are in your home's success.

Your yearly rental potential

<u>ESTIMATED ANNUAL GROSS RENTAL INCOME:</u>	<u>\$59,500 - \$71,300</u>
<u>15% MANAGEMENT FEE:</u>	<u>- \$8,925 - \$10,695</u>
<u>ESTIMATED ANNUAL NET RENTAL INCOME:</u>	<u>\$50,575 - \$60,605</u>

Transparency is our priority. Here's what's included in your management fee:

You can rent without worry when all your bases are covered. Your management fee provides all our essential services, including:

COMPREHENSIVE HOME CARE

- A top-notch home care team, including a local property manager, expert housekeepers, and maintenance techs
- Professional cleaning and restocking of amenities after every stay
- Help with permitting and navigating local regulations
- Guest screening and damage coverage
- Regular home inspections

INDUSTRY-LEADING MARKETING

- A professionally crafted online listing with high-definition photos, a 3D virtual home tour, and keyword-rich copywriting
- Listings on major booking channels like Airbnb, Booking.com, and Vrbo, all synced automatically
- Visibility in hyper-localized digital marketing campaigns, including search engine marketing, targeted emails, and social media

SMOOTH GUEST EXPERIENCES

- Local, on-the-ground help, available anytime
- Monthly payment plans for stress-free vacation planning
- Mobile app that lets guests book and manage their trip, see what's in your home, check in smoothly, and connect to WiFi instantly

TECH THAT WORKS FOR YOU

- Personalized online account to easily keep tabs on your bookings, income, maintenance requests, tax documents, and more
- Simple mobile app to check your calendar, performance data, and notifications on the go

ALWAYS-ON SUPPORT

- 24/7 guest service and dedicated reservations team
- Access to homeowner support 7 days a week (and via email anytime)

Premium services for ultimate ease

You can tailor your experience even further with some time-saving extras — which also happen to be great perks for your guests.



Smart home

The smarter way to secure your home. We'll provide and install a smart lock at your main entrance, Wi-Fi router, plus a noise detector to alert us to any excessive volume.



Linen program

\$1,015 First Year
\$507 following years

Elevate your guest experience with hotel-quality linens. Every year, we'll stock your home with fluffy new towels and two sheet sets per bed.



Interior design

Starting at \$99

Your home, designed to outperform. We combine modern interior design and our expertise in the guest experience to curate a look that stands out.



Insurance

0-2 bedrooms: \$7/night
3+ bedrooms: \$8.54/night

Start renting on the right foot with industry-leading liability and damage protection. We've secured affordable coverage through Rental Guardian and it's only available with Vacasa.

Please feel free to contact me if you're interested in premium services.

Thomas Korman
Sales Executive - Field Sales



Your local home care team

Your talented, hardworking local crew includes a property manager, professionally trained housekeepers, and trustworthy maintenance techs. They'll get to know your home like the back of their hand. You can rely on your team to be there for everything from making the beds to checking in after a big storm rolls through.

Hear from homeowners like you

"Vacasa's revenue optimization system is second to none. The local team that looks after my properties is fantastic. They treat my homes as if they were their own, and their attention to detail is unmatched."

Patrick B. Owner of three Vacasa homes in Queen City, NC

"Having Vacasa manage [our home] for us has really given us the confidence to let it go... I just don't have any worries. I could be 7 hours away and not have to think about anything."

Danielle M. Vacasa Homeowner in Rockaway Beach, NC



Tools to keep you connected

Stay in the loop with your private online account and the Vacasa Homeowner app. Check your booking calendar, review performance data, read guest reviews, and more. And, of course, it's easy to reserve time at your home to keep your traditions going strong. We're always building new features to keep you informed, like instant notifications when a guest books a stay (and more on the way).

Next steps

If you're ready to sign up for Vacasa's property management, I can help you complete the process. And if you have questions, let's chat — reach out to me anytime.



Thomas Korman

Sales Executive - Field Sales

910 214 3550

thomas.korman@vacasa.com

Vacasa offers property management and other real estate services directly through Vacasa LLC and through Vacasa LLC's licensed sales offices. Click here for more information about Vacasa's licensed real estate brokerage/property manager in your state: Vacasa's licensed real estate brokerages/property managers include Vacasa Alabama LLC, Vacasa Arizona LLC, Vacasa Colorado LLC, IMichigan Victoria, Vacasa Delaware LLC, 302-541-9999, Vacasa Florida LLC, Vacasa Illinois LLC, Dan J. KlocCord, Principal Broker, of 304-757-0155 licensed in LA, Vacasa Michigan LLC, 947-950-5978, Vacasa Missouri LLC, Susan Scanlon, Designated Broker, Vacasa Nevada LLC, Vacasa New Hampshire LLC, P.O. Box 283, Conway, NH 03818, John Grant, Broker of Record, Vacasa New Mexico LLC, 503-345-9399, Vacasa New York LLC, 888-433-0068, Susan F. Scanlon, Real Estate Broker, Vacasa North Carolina LLC, Vacasa Pennsylvania LLC, Vacasa Real Estate Corporation, California DRE #02105611, Susan Crispin, California DRE #01380722, Vacatur Palm Springs Real Estate, Inc., California DRE #01573313, Mark Graham, California DRE #00730770, Vacasa Real Estate LLC licensed in CA, Judith, Daniel, & Kristina, Vacasa Real Estate LLC licensed in Idaho, Oregon, and Utah, Vacasa Real Estate LLC licensed in Maine, Michael McNaughton, Designated Broker, Vacasa Real Estate LLC licensed in Texas, Gabia Brock, Designated Broker, Vacasa Real Estate LLC licensed in Washington, Robert Brush, Designated Broker, Vacasa Washington LLC, California DRE #02105611, Lisa Renee Stevens, California DPE #01435234, Vacasa South Carolina LLC, Vacasa South Dakota LLC, Vacasa Tennessee LLC, Vacasa Vacation Rentals of Hawaii LLC, 3350 Lower Honoapiʻiani Place, Suite 600, Lanai, HI 96761, Vacasa Vacation Rentals of Montana LLC, Teran M. King, Licensed Property Manager, Vacasa Virginia LLC, Vacasa Wisconsin LLC, Vacasa Wyoming LLC. In Canada, this advertisement is provided by Vacasa Canada ULC, CPBC licence number 75825, 72 Ash Rd, V1X 3 6 Kelowna, BC, TREC. In the About Us page Services, Consumer Protection Not ce.

Everything your vacation home needs

Comfortable rentals start with the essentials



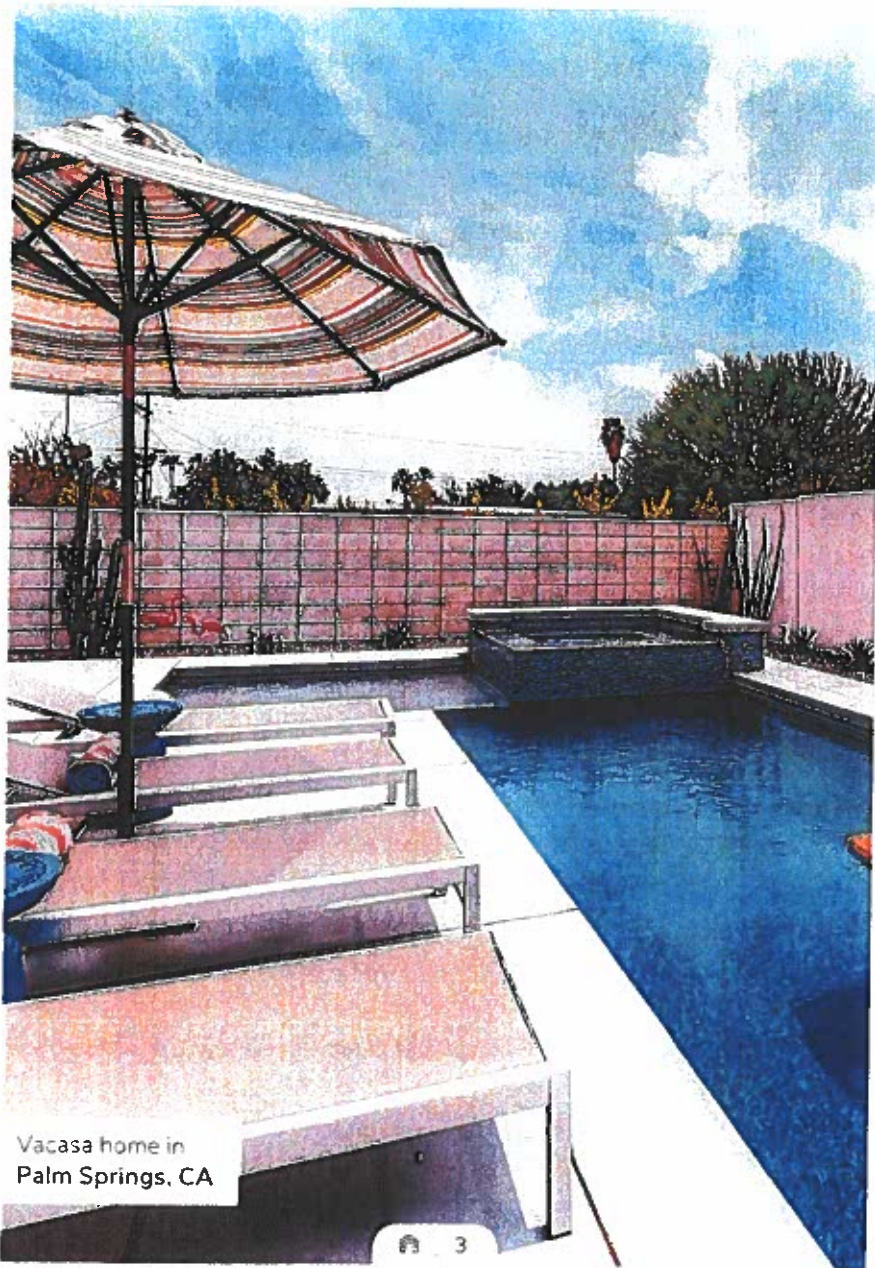
vacasa

Cleaning & maintenance

We stock your home with cleaning essentials so you don't have to.

Vacasa provides

- ✓ Hand soap
- ✓ Dish soap
- ✓ Dishwasher detergent
- ✓ All-purpose cleaner
- ✓ Sponges
- ✓ Kitchen hand towels
- ✓ Paper towels
- ✓ Garbage bags
- ✓ Laundry detergent
- ✓ Dryer sheets



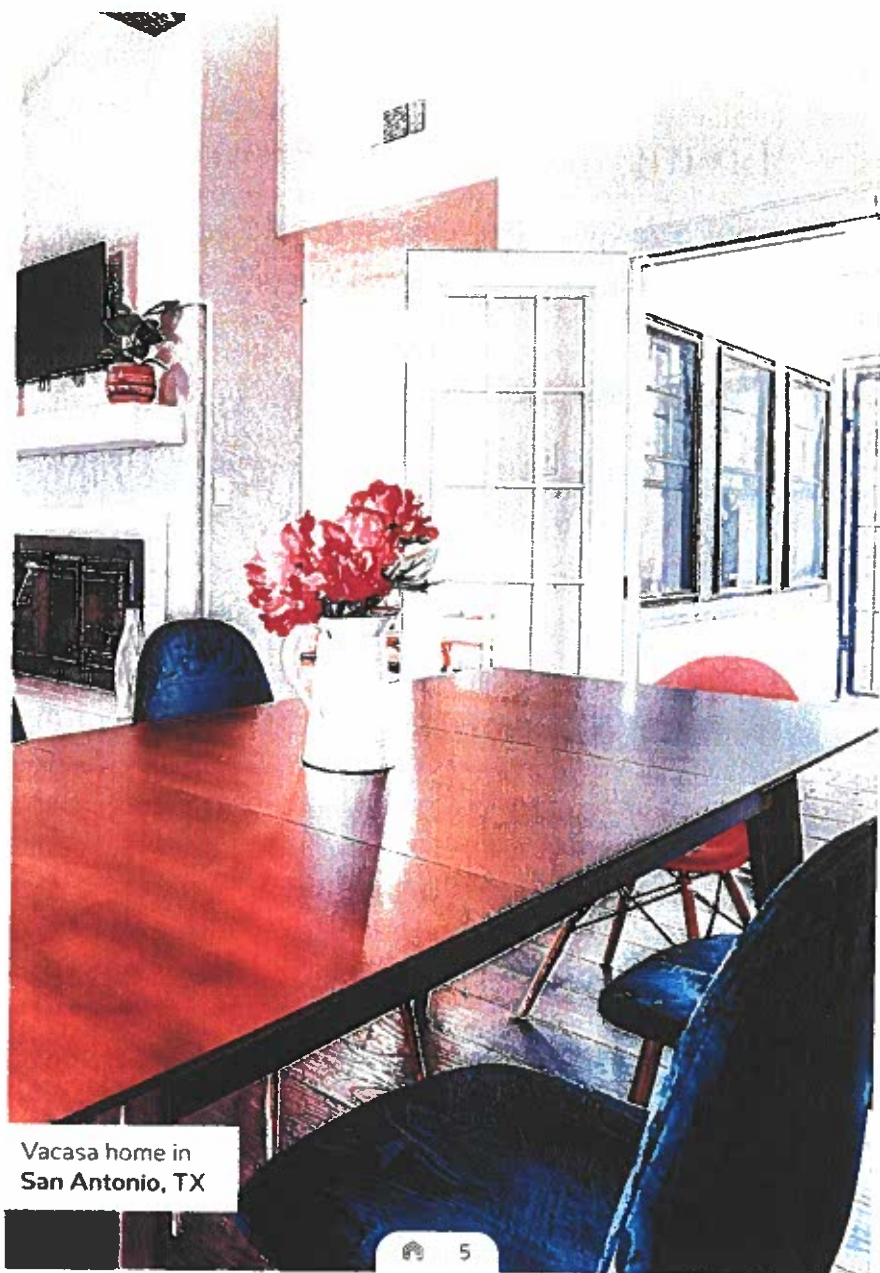
Vacasa home in
Palm Springs, CA

General

Let's kick things off with some easy-to-overlook (but crucial) items every Vacasa home needs.

Essentials

- Doormat at each door outside
- Garbage container
- Recycling container (required if city recycling available)
- Specialty light bulbs (if needed in the home)
- Ironing board



Vacasa home in
San Antonio, TX

Living and dining rooms

Spruce up your living space so guests can comfortably gather, linger, and lounge.

Living essentials

- Couch or sofa
- Throw blankets (max. 1 per sofa)
- Coffee table
- Smart TV or streaming device
- WiFi
- Lighting
- Art
- Area rug
- Rug grippers
- Window coverings



Vacasa tip

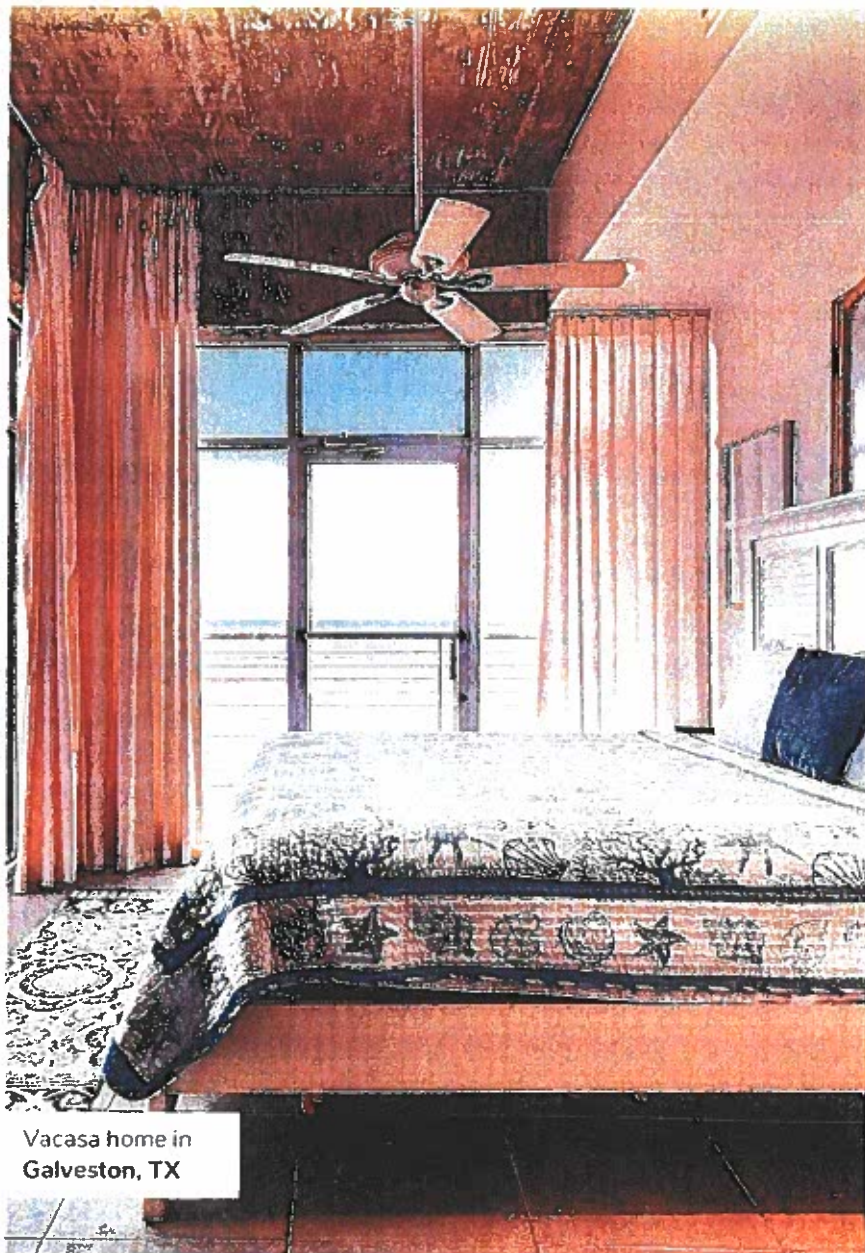
Consider purchasing a sofa bed to provide more sleeping space and increase your vacation home's occupancy.

Dining essentials

- Dining table
- Enough chairs for your max. occupancy
- Lighting
- Art
- Window coverings

Extras

- Umbrellas
- Smart speakers
- 1 set of kindling tools and 1 log holder per fireplace
- Throw pillows
- Throw blankets
- Books
- Games
- Coasters
- Mirror
- Plants



Vacasa home in
Galveston, TX

Bedrooms

Turn your bedroom into a relaxing retreat and a destination for a good night's sleep.

Essentials

- Window covers
- Linens and blanket storage
- Nightstand
- Lamp
- Dresser
- Hangers or hooks
- Outlet near the bed
- Headboard
- Thick mattress
- Waterproof mattress protector
- 2 fitted and flat sheets per bed
- 1 duvet or comforter per bed

- 4 pillows and pillowcases (per full-sized bed and up)
- 1 protective pillow cover per pillow
- Extra sheet sets and blankets for fold-away beds
- Bed skirts for metal frame beds

Extras

- Alarm or wall clock
- Rug
- Chair or bench
- Portable air conditioner or space heater
- Iron and ironing board
- Decor and accessories
- Laundry basket
- Fan
- Full-length mirror

Take the hassle out of buying and replacing linens. See what's included in the Vacasa Linen program at vacasa.com/linens

Kitchen

Prep your kitchen for whatever your guests want to cook up.

Small kitchen appliances

Essentials

- Coffee maker (plus coffee filters and instructions)
- Toaster
- Microwave
- Blender

Extras

- Coffee grinder
- Slow cooker
- Rice cooker
- Waffle iron



Vacasa home in
Marathon, FL

🏠 : 12

Tableware and flatware

Essentials

- Spoons (set of 8)
- Forks (set of 8)
- Butter knives (set of 8)
- Steak knives
- Drawer organizers for dining and cooking utensils
- Bowls (at least 1.5 per person)
- Plates (at least 1.5 per person)
- Cups and glasses (at least 1.5 per person)
- Coffee mugs (at least 1.5 per person)

Extras

- Small plates
- Plastic cups
- Plastic plates
- Pitcher
- Large serving bowls and plates
- Serving platters (at least 2)
- Wine glasses (we recommend stemless, which are harder to break)



Vacasa tip

For the most streamlined look, opt for minimalist dinnerware, such as all-white bowls, plates, and mugs.

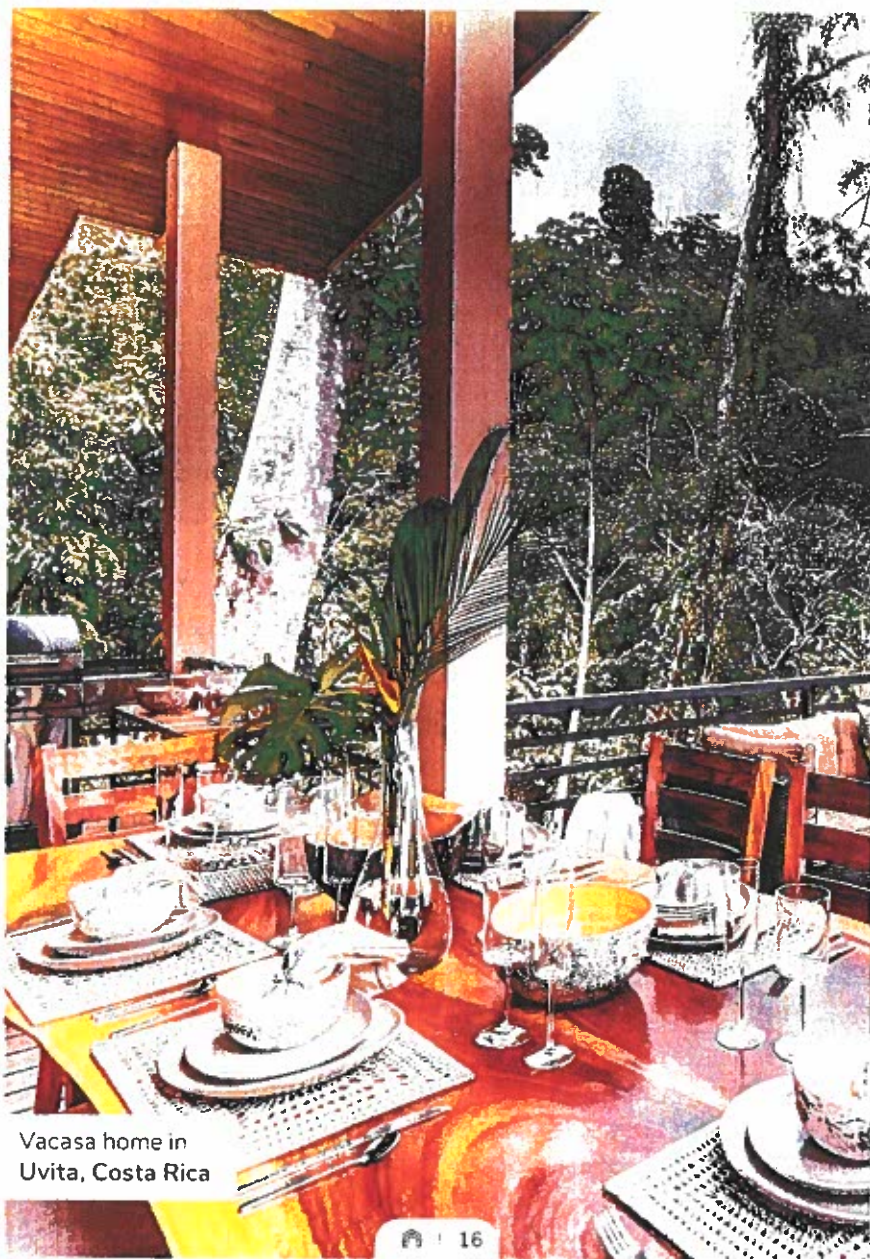
Cookware and bakeware

Essentials

- 1 1/2-quart covered saucepan
- 3-quart covered saucepan
- 8-quart covered stockpot
- 4-quart covered sauté pan
- 10-inch non-stick skillet
- Baking dish
- Roasting pan

Extras

- Muffin pan
- Cookie sheets (2)
- Pizza pan
- 8 1/2-inch skillet
- Casserole dishes



Vacasa home in
Uvita, Costa Rica

Kitchen utensils and accessories

Essentials

- Sharp knives (at least 3)
- Clean kitchen towels (at least 10)
- Ladle
- Slotted spoon
- Cutting boards (2)
- Spatula
- Tongs
- Mixing spoons
- Mixing bowls
- Measuring cups
- Measuring spoons
- Oven mitts
- Strainer
- Can opener

Extras

- Whisk
- Kitchen shears
- Knife sharpener
- Pancake spatula
- Cheese grater
- Potato masher
- Potato peeler
- Pizza cutter

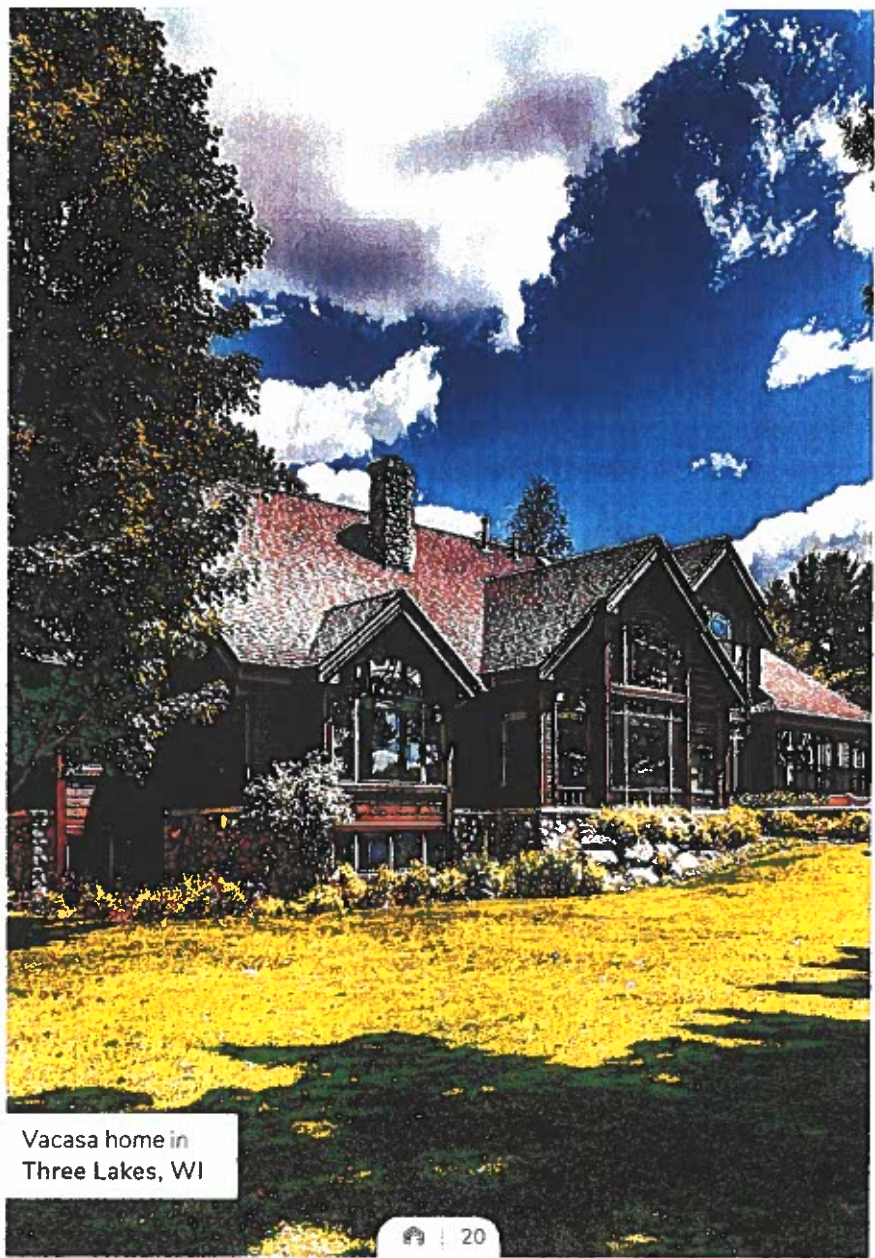
Starter pantry supplies*

- Salt
- Pepper
- Sugar
- Cooking oil

*Not applicable in all markets. Check local regulations.

For leftovers

- Plastic or glass food containers
- Plastic wrap
- Sandwich bags
- Aluminum foil



Vacasa home in
Three Lakes, WI

20

Bathroom

Raise the (soap) bar and provide these necessities to make every day feel like a spa day.

Paper & linens

Essentials

- Storage for extra toilet paper (we recommend 2 rolls per bathroom)
- Body towels (minimum 2 per guest)
- Hand towels (minimum 4 per guest)
- Wash cloths (minimum 2 per guest)
- 1 bath mat



Vacasa tip

The Vacasa Linen Program gives vacation home owners new hotel-quality linens each year, including plenty of fluffy white towels and 2 sheet sets for each bed.

Extras

- Stylish and clean shower curtain
- No-slip mat for inside the shower
- No-slip mat for outside the shower

Accessible bathrooms

Items to make your bathroom
more comfortable for all users

- Handrail next to the toilet
- Handrails in the shower
- Shower seat
- Shelving at a lower, more accessible height

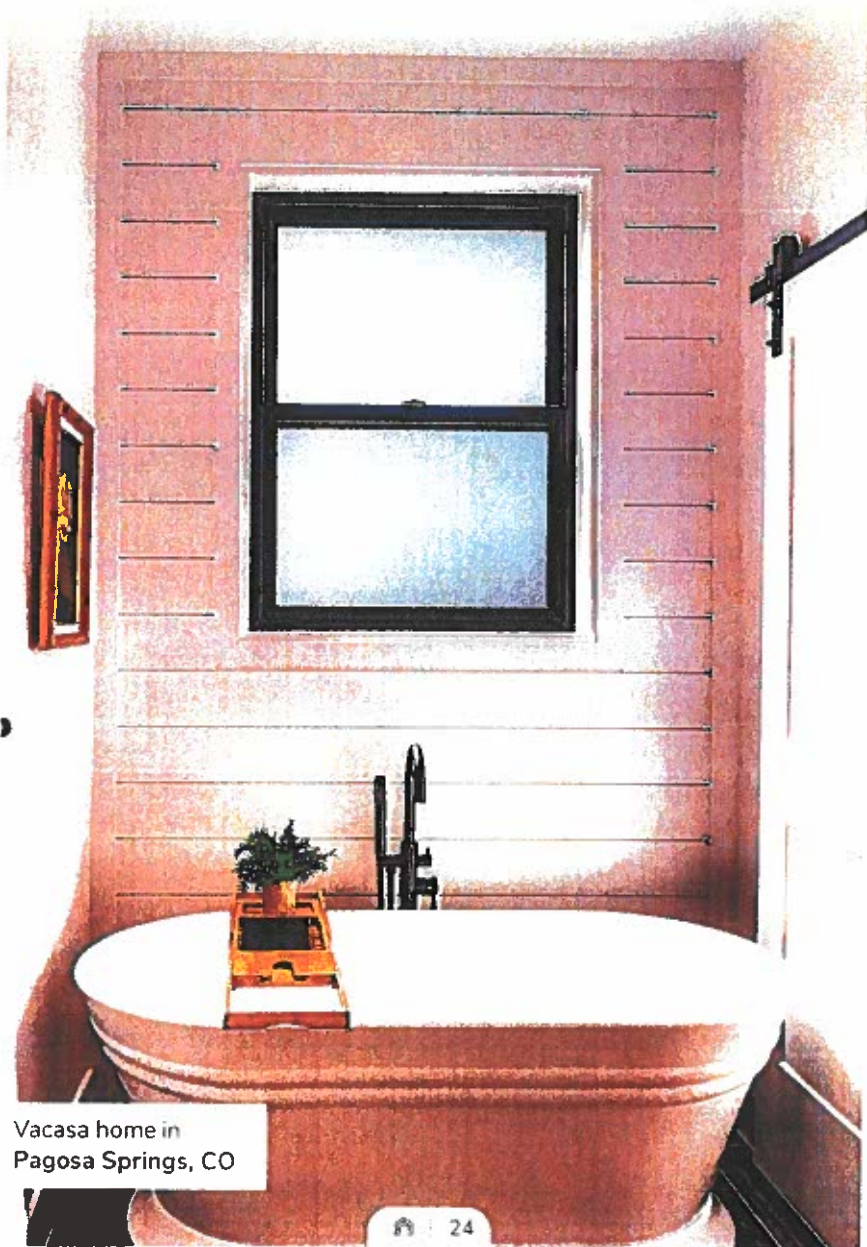
Bathroom accessories

Essentials

- Towel rack for 2 towels (at least)
- Under-sink or in-cupboard storage for amenities
- Shower curtain and liner (unless not necessary)
- Clear surface space
- Trash can
- New shower head
- Toilet plunger and toilet brush
- Window treatments

Extras

- Hamper
- Hair dryer
- Iron
- Shelves for storing personal items



Vacasa home in
Pagosa Springs, CO

24

Outdoors

Deck out your outdoor space so guests can sit back and enjoy the sun and stars.

Essentials

- Outdoor table and seating
- Patio umbrella or other sun protection
- Beach supplies (towels, chairs, beach umbrella, and sand toys)
- Outdoor lighting
- Outdoor blankets

Extras

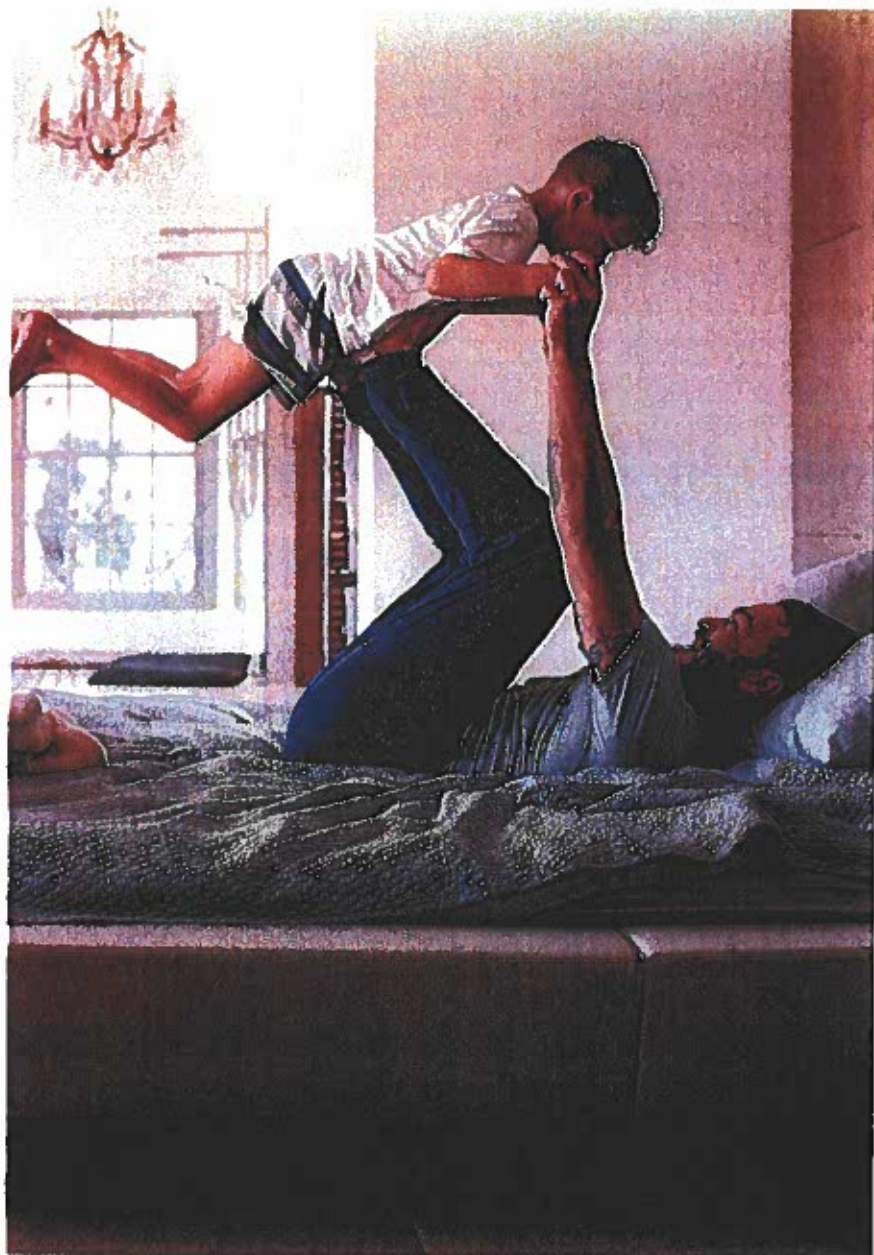
- Firepit and wood
- Garden hose with nozzle (if outdoor water source is available)
- Outdoor games (like frisbee, cornhole, or a basketball hoop)
- Cooler
- Propane grill (charcoal is not suitable for guest use)
- Grill brush
- Grill utensils (spatula, tongs, and fork)
- Dishwasher-safe plastic plates, bowls, cutlery, and cups
- Lighters

Vacation memories are on their way.



None of my guests ever
complain that my home's not
clean. *That's so amazing.*

— Shannon Y.,
Vacasa homeowner since 2018



Kid-friendly items

Give parents peace of mind (and lighten their luggage) by offering these family-friendly items to help keep their children safe and having fun. While these items may not be essential to your vacation rental, they can add value to your home—and help you generate some great reviews.



Vacasa tip

Don't want child safety items permanently installed around your home? Simply tuck the items in a closet and leave a note advising guests what's available and where to find them.

Basics

- Portable play yard
- High chair
- Child safety locks
- Corner guards and safety bumpers
- Outlet covers
- Kid-friendly stair gates
- Bed rails

Next-level

- Sippy cups
- Pack-N-Play
- Kid-friendly and dishwasher-safe plastic plates, bowls, cutlery, and cups
- Family-friendly games
- Gaming console
- Bunk beds

Safety & utility

Keep your guests assured and confident in their surroundings throughout your home.

Essentials

- Step ladder
- Broom/dust pan
- Battery-operated candles (in case of power outage, to be kept under sink)
- Fire extinguisher
- Smoke detector
- Carbon monoxide detector
- First aid kit

Extras

- Small home safe
- Flashlights (at least 2 – rechargeable, plug-in models preferred)
- Nightlights



Vacasa tip

Schedule out the dates when you'll need to swap out your vacation home's smoke detector batteries.



Have questions about this list?
We're here to help.

newhomes@vacasa.com
vacasa.com/propertymanagement

Christy Ferguson

From: Devan Britt <devan@proactivevacations.com>
Sent: Thursday, January 19, 2023 11:51 AM
To: Christy Ferguson
Cc: Greg Isenhour; jabin
Subject: Re: 796 OBW - Projection
Attachments: 796 OBW - Revenue Estimate.pdf

Hi Christy,

I hope this email finds you well. Please see the attached Revenue & Expense Estimate for the property located at 796 Ocean Blvd West.

Please note that we have made changes moving into 2023 in regards to our cleaning and linen rates, these fees are now paid for by the guests opposed to by the property owner.

Also, noted under the "Estimated Expenses" are services that PROACTIVE Vacations offer such as the lawn maintenance, filters etc., with the exception of management fees. These are suggested services but not mandatory and the town could certainly continue these services themselves.

Please let me know if you have any questions or concerns that we may be of further assistance with. We look forward to hearing from you!

Professionally,

Devan Britt

Assistant Property Manager

PROACTIVE Vacations

3369 Holden Beach Rd.

Supply, NC 28462

(910) 500-1483





Revenue and Expense Estimate

Greg Isenhour
3369 Holden Beach Road
Holden Beach, NC 28462
(910) 842-8880
greg@proactivevacations.com

Property Address: 796 Ocean Blvd. West, Holden Beach, NC 28462

Housekeeping: \$ 137.00 Per Reservation (Paid By Guest)

Linens: \$ 66.00 Per Reservation (Paid By Guest)

Bedrooms: 3

Full Baths: 2

Half Baths: 0

Sleeps in Beds: 8

Date: Thursday, January 19, 2023

2nd Row, Close Beach Access

Other Notes: _____

Season	Start	End	Nights Rented	2023 Rates	Pre-Adjusted Revenue
Period 1	1/1/2023	1/11/2023	-	109.00	-
Period 2 (MLK)	1/12/2023	1/16/2023		119.00	-
Period 3	1/17/2023	3/31/2023		109.00	-
Period 4 (Easter)	4/1/2023	4/15/2023	-	139.00	-
Period 5	4/16/2023	5/5/2023	6.00	149.00	894.00
Period 6	5/6/2023	5/20/2023	7.00	169.00	1,183.00
Period 7	5/21/2023	5/26/2023	7.00	179.00	1,253.00
Period 8 (Mermorial Day)	5/27/2023	6/9/2023	14.00	209.00	2,926.00
Period 9	6/10/2023	6/23/2023	14.00	269.00	3,766.00
Period 10	6/24/2023	6/30/2023	7.00	269.00	1,883.00
Period 11 (July 4th)	7/1/2023	7/7/2023	7.00	279.00	1,953.00
Period 12	7/8/2023	7/28/2023	21.00	269.00	5,649.00
Period 13	7/29/2023	8/11/2023	14.00	269.00	3,766.00
Period 14	8/12/2023	8/18/2023	7.00	209.00	1,463.00
Period 15	8/19/2023	8/25/2023	7.00	199.00	1,393.00
Period 16	8/26/2023	9/3/2023	7.00	179.00	1,253.00
Period 17 (Labor Day)	9/4/2023	9/23/2023	6.00	169.00	1,014.00
Period 18	9/24/2023	10/7/2023	3.00	139.00	417.00
Period 19	10/8/2023	10/28/2023	-	129.00	-
Period 20	10/29/2023	11/16/2023		109.00	-
Period 21 (Thanksgiving)	11/17/2023	11/25/2023	-	119.00	-
Period 22	11/26/2023	12/19/2023		109.00	-
Period 23 (Christmas)	12/20/2023	12/31/2023	-	119.00	-

Base Rent Total

127.00

28,813.00



Revenue and Expense Estimate

Greg Isenhour
3369 Holden Beach Road
Holden Beach, NC 28462
(910) 842-8880
greg@proactivevacations.com

Revenue Adjustments	Description	Revenue
	Base Rent Total	28,813.00
	Pricing Factor 5%	1,440.65
	Discount Factor 7.00%	(2,016.91)
	Pet Fees 0 250.00	-
	Total Revenue	28,236.74

Estimated Expenses	Units	Unit Price	Total
Lawn Service	15.00	40.00	600.00
HVAC Filters (3)	8.00	29.89	239.12
Bulbs, Batteries, Pads,	1.00	200.00	200.00
Turn Day Exterior Service	14.00	15.00	210.00
Pool Cleaning	-	40.00	-
Spring Clean	1.00	395.00	395.00
Management Fees	28,236.74	16%	4,517.88
		Total Expenses	6,162.00

Net Revenue To Owner 22,074.74

Rental Night Summary	Nights	Weeks
# of Nights Rented	127.00	18.14
# of Nights Maintenance	14.00	2.00
# of Nights for Personal Use	224.00	32.00

Exclusions and Notes:

- 1 Finance Cost, Utilities, Insurance, Property Taxes, Capital Improvements, Property Updates, and Major Repairs have been excluded.
- 2 The Pricing Factor is a function of dynamic pricing and based on supply and demand.
- 3 The Discount Factor is used for application to reservations of 7 nights or longer and ranges from 0-15% based on time period & demand.
- 4 All pricing and estimates of rental nights are based on current market conditions as of the date of this estimate and subject to change.
- 5 Linen (bed linens only) and Housekeeping fees are shown for information only and charged to the Guest as an additional fee.

Disclaimer: The estimates contained here are for estimate purposes only based on anticipated market performance of the specific property and comparison of similar properties thereof. Greg Isenhour or PROACTIVE Vacations makes no guarantee or warranties as to the performance, cash returns, or investment returns as contained herein. All parties are encouraged to consult with their own financial consultants regarding any tax implications or legal matters concerning the purchase of this property.

Christy Ferguson

From: Beth Kerr <beth@brunswicklandrealty.com>
Sent: Thursday, January 19, 2023 11:31 PM
To: Christy Ferguson
Subject: 796 OBW - Proposal for Property Management
Attachments: HB Town Hall Proposal.docx; 796w Rate Projections.docx; 796w Owner Reply Brochure.docx; 22-23 Property Management Agreement.pdf

Please find the attached proposal for Property Management along with the necessary documents for review to assist in your decision.

I look forward to further discussing our management services with you.



Elizabeth Kerr

Broker - Property Manager

P: 910-842-6949

W: www.HoldenBeachVacations.com

E: Beth@holdenbeachvacations.com

A: 123 Ocean Boulevard West Holden Beach, NC 28462



HOLDEN BEACH V A C A T I O N S

January 19, 2023

To Whom it may concern:

Holden Beach Vacations would be happy to assist you, Town of Holden Beach with the property management of 796 Ocean Boulevard West at a reduced commission rate of 14%.

In addition to the requested RFP's, we are providing a detailed list of other items noted during the walk thru assessment of the property.

- Shingles missing on the downstairs roof ridge.
- Dryer vent cap broken/missing.
- Decks will need to be pressure washed and nail pops secured.
- HVAC inspection of outdoor units due to rust/corrosion. Indoor unit and visible duct work appear to be in good condition.
- Exterior landscaping
- Signs of water damage on the floor just inside the street side entry door. Assessment? Repairs made to avoid future leaks/water intrusion?
- Downstairs west bathroom ceiling patch repair
- Signs of electrical staining around the baseboard outlet downstairs master bedroom marsh wall
- Lock off all attic access doors downstairs and upstairs.
- Living room wall paneling buckled and separating.
- Kitchen wall buckled.
- Replace refrigerator.
- Additional seating in the living room to accommodate occupancy.
- Will need to assess kitchen inventory following contract acceptance.
- Recommend increasing occupancy potential.
 - o Upstairs East – 2 queens & set of bunks.
 - o Upstairs West – 2 queens or 1 king & set of bunks.
- Spring cleaning
- Carpet cleaning
- Bedbug encasements & Pillow encasements (HBV stocks inventory for purchase)
- Written compliance of mandatory services to be performed by HBV, owner or other.

Attached you shall find HBV's Owner Reply Brochure which will detail the services along with rental rate projections. Rate projections subject to change at final inspection. Quote for cleaning and bed linen cost to be provided at final inspection, HBV advertises bed linen will all rentals to be contracted through Boomers, towels and bed making are not required.

Property Management Agreement attached and based on 1 year of management as per conversation during the walk thru, should Holden Beach Town Hall wish to discuss longer management, the contract terms are negotiable.

Please respond via email for any additional questions or concerns.

Elizabeth Kerr

Broker - Property Manager

Beth@holdenbeachvacations.com

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Owner Testimonial for Website and Advertising: Please take a moment and provide HBV with feedback so that we can use it for promotional purposes.

UNIT # 796w



HOLDEN BEACH VACATIONS

2023 Owner Reply Brochure

(910) 842-6949 Rentals
(910) 842-6954 Fax
(910) 842-1300 Sales

Website: www.holdenbeachvacations.com
E-Mail: reservations@holdenbeachvacations.com

2023 PROPERTY MANAGEMENT ADDENDUM to the Property Management Agreement

Thank you, your friends at the beach,
The Staff of Holden Beach Vacations

WEEKLY DATES AND RATES FOR 2023

Week	Start Date	End Date	Owner Rate	Cleaning
Week #1	12/31/2022	1/7/2023		
Week #2	1/7/2023	1/14/2023		
Week #3	1/14/2023	1/21/2023		
Week #4	1/21/2023	1/28/2023		
Week #5	1/28/2023	2/4/2023		
Week #6	2/4/2023	2/11/2023		
Week #7	2/11/2023	2/18/2023		
Week #8	2/18/2023	2/25/2023		
Week #9	2/25/2023	3/4/2023		
Week #10	3/4/2023	3/11/2023		
Week #11	3/11/2023	3/18/2023		
Week #12	3/18/2023	3/25/2023		
Week #13	3/25/2023	4/1/2023		
Week #14	4/1/2023	4/8/2023		
Week #15	4/8/2023	4/15/2023		
Week #16	4/15/2023	4/22/2023		
Week #17	4/22/2023	4/29/2023		
Week #18	4/29/2023	5/6/2023		
Week #19	5/6/2023	5/13/2023		
Week #20	5/13/2023	5/20/2023		
Week #21	5/20/2023	5/27/2023		
Week #22	5/27/2023	6/3/2023		
Week #23	6/3/2023	6/10/2023		
Week #24	6/10/2023	6/17/2023		
Week #25	6/17/2023	6/24/2023		
Week #26	6/24/2023	7/1/2023		
Week #27	7/1/2023	7/8/2023		

*Cleaning & Linen rates may vary for multiple week stays, see pg. 15.

SERVICES SIGN UP

Please fill out IN FULL the services that you desire. Put a check mark in the box labeled "SELF" if you choose to arrange the service yourself or the box labeled "HBV" if you want Holden Beach Vacations to arrange the service.

SELF	HBV
	Lawn Maintenance: Mow every _____ Special Instructions: _____ Other requests (cutting/trimming back hedges and plants, spraying for weeds in yard or driveway, etc.): _____
	Air Conditioning Check-up Service with: Please list your vendor of choice _____
	Mid-Season Cleaning
	Carpet Cleaning: Mirror Image Special Instructions: _____ Scotch Guard: _____
	Winterizing Service: Point Break Plumbing Date to shut down: _____ Date to open: _____
	Mini-Winterizing Service: Point Break Plumbing Date to shut down: _____ Date to open: _____
	Winter Rental Service: Eddie Carroll
	Pre-Hurricane Service: (E owner declines this service they will perform or arrange for this service their self with a private individual. Please let us know who that person will be): _____ Post Hurricane Service: (E owner declines this service they will perform or arrange for this service their self with a private individual. Please let us know who that person will be): _____
	Pool Service Name of Vendor: _____
	Hot tub Service Name of Vendor: _____

(Duplexes will be treated as 2 units for most services, with a few exceptions)

WEEKLY DATES AND RATES FOR 2023

Week	Start Date	End Date	Owner Rate	Cleaning
Week #28	7/8/2023	7/15/2023		
Week #29	7/15/2023	7/22/2023		
Week #30	7/22/2023	7/29/2023		
Week #31	7/29/2023	8/5/2023		
Week #32	8/5/2023	8/12/2023		
Week #33	8/12/2023	8/19/2023		
Week #34	8/19/2023	8/26/2023		
Week #35	8/26/2023	9/2/2023		
Week #36	9/2/2023	9/9/2023		
Week #37	9/9/2023	9/16/2023		
Week #38	9/16/2023	9/23/2023		
Week #39	9/23/2023	9/30/2023		
Week #40	9/30/2023	10/7/2023		
Week #41	10/7/2023	10/14/2023		
Week #42	10/14/2023	10/21/2023		
Week #43	10/21/2023	10/28/2023		
Week #44	10/28/2023	11/4/2023		
Week #45	11/4/2023	11/11/2023		
Week #46	11/11/2023	11/18/2023		
Week #47	11/18/2023	11/25/2023		
Week #48	11/25/2023	12/2/2023		
Week #49	12/2/2023	12/9/2023		
Week #50	12/9/2023	12/16/2023		
Week #51	12/16/2023	12/23/2023		
Week #52	12/23/2023	12/30/2023		

*Disclaimer: Nightly rates may vary as shown in the range listed above for partial week rentals. Nightly rates will be listed at highest rate per night and can be reduced as low as lowest rate per night at the discretion of HBV. *Partial weeks are booked at a 2 night minimum, no advanced reservations for partial bookings. This rate may also be applied to rentals exceeding 7 nights.

NOTES:

If you have any additional notes, comments, or instructions please note them here.

Owner Information & Advertising

DESCRIPTION

Please refer to your property description printout provided with your owner reply brochure and review the details. Make sure the information is correct and accurate. Any changes should be handwritten on the printout and returned with the owner reply brochure.

PHOTOS

Please go to our website and review the pictures of your property. Make sure the pictures are up to date and note if any pictures need to be removed or added referring to the picture #. Also, please indicate if you would like to have us take any updated pictures of your property. Keep in mind that pictures from different angles in a room will help guest have a better understanding of the layout of the house (i.e. angles in bedrooms that show the bathroom and TV).

Instructions: _____

** Professional photos may also be purchased through "Lighthouse Visuals" along with virtual tours and aerial photos, information included for package descriptions and pricing.

Phone: 252-616-0406

Email: info@lighthousevisual.com

Comments or suggestions on how we can better serve you and any changes that can be made:

Linens	Towels	Bed Making	Advertised Rate	Nightly Rate
			2695	
			2695	
			2695	
			2275	
			1885	
			1135	
			935	
			935	
			900	
			900	
			900	
			900	
			900	
			900	
			900	
			935	
			900	
			900	
			900	
			935	

(Partial week rentals during Jun/July/August are taken no sooner than 3 days in advance. May, September, and Holiday partial week rentals are taken no more than 2 weeks in advance. October through April partial week rentals are taken no more than 30 days in advance.)

5 Security Deposit OR Damage Protection Insurance?

Please pick how you would like to have your property protected. Choose one.

_____ **Damage Protection Insurance**

Or

_____ **Security Deposit**

Booking Discount Program"?
Yes _____ **No -Do you want to participate in the "2023/2024 Tentative**

A 10% discount on the regular 2023 and 2024 published rate on advanced tentative bookings will be offered (This includes guests currently tentatively booked for 2023).

Yes _____ **No -Will you offer a Military Discount?**

10% military discount for active or retired service members with credentials. **To be offered in the off season only.**

Dates to be held off the rental schedule for personal use.

Please list the dates to block for your personal use to avoid potential loss of rental income:

2023 _____

2024 _____

*Date to begin renting in 2023 _____

*Date to stop renting in 2023 _____

*Date to begin renting in 2024 _____

*Date to stop renting in 2024 _____

All owner reservations will have automatic departure cleans scheduled, please call to remove or change the cleaning status

WARRANTY

You will find a copy of the current warranty information we have in our records. Please note that we are aware this information may not be completely accurate and there are items and/or information that may need to be removed or added.

Please make any necessary changes to the warranty information page provided and return it with the completed Owner Reply Brochure.

While Holden Beach Vacations facilitates the right to make necessary repairs and/or appliance replacements, we do not automatically update the warranty information, and this is NOT the responsibility Holden Beach Vacations. Thus, being why we always ask for this section to be filled out by the homeowner from one year to the next. Holden Beach Vacations will not be held responsible if the owner does not approve a vendor of choice not being used for repair or service if it is not filled out on the current year's warranty information. Please also keep in mind that a vendor of choice is not always used for afterhours calls, as this is an emergency situation and vendors are contacted based on their availability.

OTHER "OWNER" RENTAL SERVICES

If owner subscribes and rents property out themselves whether through VRBC (Vacation Rental by Owner), Craig's List, word of mouth, or other similar services the property owner must understand that management services from Holden Beach Vacations are not available to them unless a rental commission is paid to Holder Beach Vacations. In addition to collection of the rents and security deposit, the owner is also required to collect and report both sales taxes to the state, and occupancy tax to the Town of Holden Beach. Additionally, the owner must make arrangements to hire their own cleaning service and routine and emergency repair service if needed, as well as make their own Emergency or Hurricane evacuator notice to their own guests. Owner will also need to make their own arrangements for keys rather than the guest coming to our rental office. Holden Beach Vacations is a property management company that earns its income renting and managing properties. In the event an owner elects to take on the responsibility of being their own property manager, unless a commission fee is paid to Holden Beach Vacations, our services are not available to the owner or their guests for those rentals.

Grills

Charcoal or Gas, grills are not cleaned or maintained by Holden Beach Vacations or staff. Housekeeping is not responsible for cleaning or maintaining grills under their checklist of duties. While these items are on an honor system for guest usage, if they are advertised and a guest complains about a cleaning issue or a propane tank refill HBV will address the complaint at the homeowners expense as this is an outside amenity that cannot be guaranteed between each rental.

9 HURRICANE SERVICES

***Before a storm (\$55):** Holden Beach Vacations will make every effort to secure your property (time permitting (see disclaimer). We have a hurricane plan that includes bringing in deck furniture, securing loose items around your house, thumb testing every window latch, closing all automated storm windows, double-checking and locking all exterior doors, empty ice bucket and turn off ice maker, turn off hot water breaker, turn water off at street, and secure trash cans.

Disclaimer Ⓞ We do not guarantee that these items will be done due to circumstances out of our control such as weather conditions, road flooding, last minute or late evacuation notice of the island, available staff, etc. However, you will not be charged unless the task is performed. We cannot board up windows, make arrangements for boarding up windows, or put into place bolt-on hurricane panels. Even if you have pre-cut lumber to fit your windows, we cannot guarantee that we could put it in place prior to a storm for the same reasons cited above. Your best option is to contact local vendors who will perform this service for you in the event of a hurricane warning/evacuation. Please be sure to tell your contractor and keep in mind that an occupied cottage cannot be boarded up without the guest's consent until an evacuation notice has been issued. We do recommend the following contractors:



Jeremy Ridenhour - Owner/Builder
(910) 279-4073
jeremy@buildingcoastaldreams.com
www.buildingcoastaldreams.com

OR
Blake Potter – Owner/Operator
910-625-0508
Precisionrhm@outlook.com

Eddie Carroll
910-540-4431

***After a Storm (\$85):** Once the storm has subsided our crews will go house to house, put the porch furniture back in place and make a dated assessment of your property. We have damage assessment sheets where we will list any sign of damage, no matter how minor. We call the homeowners and make emergency repairs as necessary, provided vendors are available. As requested by the owner, digital pictures can be taken for their insurance and can be mailed or e-mailed to the owner.

Disclaimer Ⓞ Although our inspections are by no means a "professional home inspection" we can assess each home and determine the overall condition and needs for repair. One concern we always have after a storm is a leak developing at a later day due to missing shingles. With some storms the rain comes first then the wind, thus upon inspection we can have reports of missing shingles but no wet ceilings or leaks. Therefore, if you have any concerns or uncertainty please call our office to request a second check for leaks. Also, the aftermath and circumstances of each storm can vary greatly. First of all, it has to be determined when the island is safe for re-entry. Not only do we, the management and staff of Holden Beach Vacations, work here, but Brunswick County is our home as well. Depending on the nature of the storm, in addition to the island, much of the area as well is evacuated. Therefore, having adequate staff on hand to accomplish the goal of "getting back to business" can be strained. All in all, considering the work demand, time and labor constraints, and heightened stress level we ask you, our homeowner, to please exercise patience and understanding during the aftermath of the storm as in most cases it requires anywhere from 24 to 48 hours (and in some cases quite a bit more time) to perform the tasks at hand. With such limits on resources, both before and after the storm, any steps saved on repeating what you have already done would be extremely helpful to know. If you are here or have someone you have designated to perform these tasks for you, please call or stop by our office and let us know.

Please Note All Service Prices Are Subject to Increase

2023 SEASONS

Premier Season July 1 - August 5	Perfect Season - Military April 29 - May 27 & Sept 9 - Oct 7
Prime Season June 24 - July 1 & August 5-12	Holiday Season - Military March 18 - April 1, Nov 18-25 & Dec 23- Dec 30
Choice Season June 10 - 24 & August 12-19	Quiet Season - Military Oct 7 - Nov 18, Nov 25 - Dec 23
Quality Season June 3-10 & August 19 - Sept 2	Celebration Season - Military Dec 31-2022 - March 18, April 1-29
Celebration Season - Military May 27 - June 3 & Sept 2-9	

HOLIDAYS & DATES TO REMEMBER

New Year's.....	January 1	Father's Day.....	June 18
MLK Day.....	January 16	Independence Day.....	July 4
Valentine's Day.....	February 14	Labor Day.....	September 4
President's Day.....	February 20	Columbus Day.....	October 9
St. Patrick's Day.....	March 17	Halloween.....	October 31
Good Friday.....	April 7	Veteran's Day.....	November 11
Easter Sunday.....	April 9	Thanksgiving.....	November 23
Mother's Day.....	May 14	Christmas Day.....	December 25
Memorial Day.....	May 29	New Year's Eve.....	December 31
*Day at the Docks is the last weekend in April			
*Oyster Festival is the 3rd weekend in October (prior to Festival by the Sea)			
*Festival by the Sea is the last weekend in October			

NEW! Marketing – VRBO

Additional marketing outside of all that Holden Beach Vacations already has to offer! With all the changes made in 2019, we now have the capability within Streamline Integrations to market any and/or all homes on Homeaway/VRBO. Let us help you increase your rental income!

Subscriptions to choose from. VRBO has 2 listing options. These options are specifically for integrated property managers and may differ from the subscription cost that individuals pay.

Your options to list your property on VRBO with the assistance of us as your Property Manager are:

Pay an annual subscription of \$499/year per listing (VRBO charges no additional commission or fees for your bookings)

Or to list using the 5% commission pay per booking option. When using the Commission Option, you do not pay for any upfront fees for your listings.

_____ Outside Shower	_____ Gas Grill
_____ Enclosed w/H&C Water	_____ Stationary (Park) Grill
_____ Boat Dock	_____ Charcoal Grill
_____ Floating or Stationary (circle)	_____ Covered Porches
_____ Fireplace	_____ Gazebo or Crow's Nest
_____ Electric	_____ Sun Deck
_____ Gas	_____ Porch Rockers
_____ Stove	_____ Porch Chairs
_____ Electric	_____ Porch Swing
_____ Gas	_____ Hammock
_____ Washer	_____ Lounge Chairs
_____ Dryer	_____ Picnic Table
_____ Dishwasher	_____ Beach Chairs
_____ Free Standing Ice Maker	_____ Beach Umbrella
_____ Microwave	_____ Bicycles
_____ Toaster	_____ Private Pool
_____ Oven Toaster	_____ Heated Pool
_____ Coffee Maker	_____ Hot Tub
_____ Keurig	_____ Beach Access
_____ Blender	_____ Location _____
_____ Mixer	_____ Garage Access
_____ Food Processor	_____ Parking
_____ Iron & Ironing Board	_____ Storage
_____ Basic Cable (11 channels)	_____ Elevator
_____ Expanded Cable (58 channels)	_____ Handicap Ramp
_____ HBO or other Movie Channels	_____ Handicap Bath
_____ DVR Player (how many & location)	_____ CD Player
_____ # _____	_____ Stereo
_____ DVD Player (how many & location)	_____ Wireless Internet
_____ # _____	_____ Phone # _____

* All homes are expected to provide guests with a coffee maker, toaster, and blender.

Pool and Hot Tub Service- Properties that offer a pool or hot tub may have this serviced on a twice a week basis by Champion Resort and Maintenance. Pools are cleaned every Saturday and as needed during rental weeks on Tuesday or Wednesday. The cost for this service is \$40, which includes both times if both cleanings are necessary, and one time if not. Hot tubs are drained and cleaned on Saturday for \$30. They are also checked mid-week and cleaned for \$15, as long as they do not require an additional draining. If they need draining, the cost is the same as the Saturday service.

Winterizing- Point Break Plumbing- We will arrange to have your property shut down for the winter and completely winterized. Point Break offers 2 options, a full winterization or a mini winterization. Winterizations and Mini-Winterizations will begin after the Thanksgiving holiday weekend and de-winterizations will be done by the 1st of April (unless otherwise instructed). These services in no way imply any kind of warranty or guarantee against structure damages.

Full Winterization- Point Break Plumbing- The cost depends on the number of bathrooms and starts at \$125 for 1st 2 baths and \$25 for each additional bath/water heater. This fee does not include having the house de-winterized in the spring. Water to house will be shut off and drained, water heater will be drained, all water lines will be blown out with air and anti-freeze will be added to traps and pumps on washer and dishwasher. Breaker will be cut off to the water heater, dishwasher, and washer, and the heat set at 55°. **Electric will NOT be turned off to the house unless you instruct them to do so.** This service offers a guarantee against repairing frozen pipes only. Last minute winterization or mini-winterization request will be charged an additional \$50 for services not arranged in advance (at least 5 days).

Mini-Winterization- Point Break Plumbing- Water to house will be shut off and drained, electric to water heater will be turned off and heat will be set at 55°. This service is \$95 to close and \$95 to reopen, this service does not carry a guarantee against frozen pipes. Cutting off outside water only \$170, \$85 to close outside and \$85 to reopen.

Winter Rentals- Eddie Carroll- Properties available for rent during the winter months: December, January, February, and March are subject to unpredictable weather. For homeowners that don't want a full or mini winterization with Point Break Plumbing have the option for Eddie Carroll to have the inside and outside water shut off at cut offs and the street, heat cut on a low setting, and water heater cut off for a charge of \$39. For only outside water cut off/drain the charge is \$20. To have the water cut on, heat up, and hot water heater cut on (reverse) the service is also \$39. Outside water cut back on at later date, \$20. (These services in no way imply any kind of warranty or guarantee against frozen pipes or damages.)

8:30 Mid Linen Service- In our management program **ALL homes must include bed Linen Service.** Through Boomers Rentals, the cost is \$14 plus tax per bed regardless of size, and **includes** advertised sleeper sofas, day beds, trundles and futons. Service includes linens delivery and pick up; however, **the beds are not made.** With this service, Boomers automatically provides linens for each week that a house is rented. **Multiple week rentals are \$8 per set for additional weeks. HOMEOWNERS DO NOT PAY FOR THE LINEN; GUESTS PAY FOR THIS IN THEIR TOTAL RENT.** Linen and cleaning costs are added to the owner's base **advised rental rate.** Adverised rates include cleaning and linen.

Mid-Season Clean- This service is an over and above departure clean to be performed when needed, sometime mid or late season between renters. Includes heavy dusting of a/c grills, vents, blinds and baseboards, wiping out and organizing cabinets, detailed appliance cleaning, washing spreads and mattress covers, etc. Charges are generally ½ of spring-cleaning price and are recommended for properties that have heavy back-to-back rentals. The mid-season clean is done over the course of two to three weeks depending on availability of housekeeping staff on Saturdays. This is a vital measure for heavily rented homes.

Carpet Cleaning- This service will be completed prior to the summer season. The service is provided by Mirror Image. The approximate price range for carpet cleaning runs as follows: 2-bedroom home \$100-150, 3-bedroom home \$125-175, 4-bedroom home \$180-250, 5-bedroom home \$200-275, 6-bedroom home \$225-300. Scotch guard (we highly recommend) can be added for an additional 25%. Steps are an additional \$50 per set. Sitting areas or bonus rooms are an additional \$35. Upholstery, sectional sofa \$100-\$150, sofa \$75, loveseat \$50, chairs \$25-\$35 depending on size.

Lawn Maintenance- Service provided by Champion Lawn Care or Precision Trim. Your lawn will be mowed/trimmed during the growing months every 14 days, unless you specify otherwise. (**Champion Lawn Care** will only contract for cutting every 2 weeks or less). The cost is approximately \$35 per mow/trim and/or \$30 for weeding. Requests for mowing only every 3 to 4 weeks will result in a higher charge. Additional services such as weed spraying and pruning can be quoted and arranged per season or job.

Air Conditioner Check-Up Service- This service is provided by **Fulford Heating and Cooling or Bouldin's Heating and Air.** Prior to the summer season, a technician will inspect, clean, lubricate, and service the system to insure proper freon pressure and good working order. Fulford's fee is \$98 for the first unit and \$67 for any additional unit. Bouldin's fee is \$69 for the first unit and \$45 for any additional unit at same property. Freon, parts, and/or necessary repairs will be an extra cost. This check-up is not intended to suggest any type of warranty.

Should a replacement be recommended, either during the checkup or anytime during the rental season, we highly recommend that our owners obtain a second opinion along with another quote to do the work.

*Only gas or stationary grills are allowed due to Town ordinance requiring all grills to be located at least 10' FROM structure or combustible material. (No portable grills).

*All properties with a propane tank on the lot providing gas to a stove, hot water heater, pool, and/or gas grill (not grills with a portable tank) **MUST** have a CO Detector installed on each level within the property.

Other Special Features: _____

*** ADVERTISED AMENITIES**

Please remember that services and facilities that are advertised by the owner, but not provided or not operational, may cause Holden Beach Vacations to compensate or adjust charges to the renter on the owner's behalf (example: High Speed Internet, pool, appliances, elevator, hot tub, etc.). This compensation money will come from the homeowner's account to pay for any services not provided as promised or advertised by the owner.

SPECIAL ADVERTISING FEATURES (CHECK WHAT IS APPLICABLE):

SMOKING:

_____ Smoking Unit (Description will note "Smoking allowed")

_____ Non-Smoking Unit (Description will display "Non-Smoking" icon)

DOGS:

_____ Yes- my unit can be advertised as "Dog Friendly" for an extra fee.

_____ No- my unit is a "No Pets" allowed unit. However, owner may have pets.

_____ No- my unit is a "Pet Free" property. Owners do not have pets.

(Description will display an icon for "Dog Friendly" or "No Pets". The additional \$300 fee charged to guests and is commissioned, the net amount goes to owner for possible expenses incurred for allowing pets, such as, but not limited to: spraying for fleas, regular carpet cleaning, damages, etc. as risks are involved for the owner when allowing pets. This is in addition to the security deposit.)

All New Properties added to Management Program will have a "For Rent" sign added, and a Welcome Book placed inside the property.

6) Property Name: _____

Property Address: _____

The owner/name listed will be who receives all mail & checks.

Owner's Name: _____

Street Address: _____

City/State/Zip: _____

E-mail address: _____

Home Phone #'s: _____

Cell Phone #'s: _____

Primary Contact for questions/repairs: _____
(if different than above)

Phone Numbers: _____

E-mail Address: _____

Emergency #'s: _____

Please fill out a W-9. If the cottage is owned by more than one party, and not in a corporation, on the W-9 list the social security number of the contact person who will receive the rent statement and 1099 at the end of the year, or Federal I.D. number if it's a corporation. All 1099's will be filed with the IRS under the name and social security number listed on completed W-9 form. If the rental income needs to be equally split between owners, each owner will need to fill out and return a W-9.

If split, please list additional owner info: _____

Yes No I would like to have direct deposit of my monthly rental income
(This service is provided by Holden Beach Vacations at no cost to the owner)
Must provide a voided check from your account and complete ACH Authorization Agreement and return to Holden Beach Vacations.

We will automatically hold in your account a minimum of \$200 in funds to cover any miscellaneous repairs, services, or owner cleans.
Specify the amount to hold to maintain your account (if it is more than \$200.00)

\$ _____

Mandatory Service

Spring Cleaning - OWNERS MUST HAVE THEIR HOMES SPRING CLEANED
Prior to the 2022 rental season; your home must be thoroughly cleaned (See Spring Cleaning Checklist in Owner Handbook). The Cleaning Company annually assigned to your property performs this service. The cost is as follows: 2 bedroom \$450, 3 bedroom \$500, 4 bedroom \$550, 5 bedroom \$600, 6 bedroom \$650
Exterior windows are not included in a standard spring-cleaning and cleaning must be arranged separately. Additional charges may be incurred on a house-to-house basis. (Examples include houses with more than the standard number of bathrooms, extra sitting rooms, linens that require dry cleaning or ironing, an excess of knick-knacks or objects that require more dusting than usual, or pet friendly homes.)

Mandatory Service

Smoke Alarm, Fire Extinguisher, & CO Detector Inspection- Prior to the rental season **THE PROPERTY MANAGER** is now responsible for annually inspecting the smoke alarm(s) and providing fresh batteries as required by law; also, to make sure "that all homes that has natural gas or propane, gas logs, stove, hot water heater, furnace, etc. **MUST** have working CO electric or battery-operated detectors on each floor. To ensure that all homes have fresh batteries in place annually, we will be doing the service automatically for 2023. **Eddie Carroll** will be the vendor doing the service in the spring of 2023. These services to be performed by HBV and the owner will be billed according to the service needed. All smoke alarms that are battery operated or that have a battery backup will have fresh batteries installed at a charge of \$35 for the first alarm and \$5 for each additional alarm in the home, unless the inspection results in the replacement of a smoke alarm which is approx \$50. Homes that are required to have a CO detector will be tested and inspected for a cost of \$20 for one and \$5 for each additional detector. For new or replacement CO detectors the cost is approximately \$40.

Mandatory Service - \$50 Fee

****Fee waived if reporting contractor is hired for necessary repairs)**

Annual Inspections for Decks and Walkways- In this harsh climate with salt spray, searing heat, frigid cold, ruthless winds, and so on, materials that your home was built with take the brunt of what nature has to offer along the coastline. As a result, many homes have several weathering related issues including faster deterioration, rust, warped and cracking wood, and overall weakened structural support for weight bearing areas. Having your home checked every few years is simply not enough. **All homes, especially homes that were built ten years or more ago MUST be checked a minimum of once a year, and more if they are older.**

The Property Owner has legal and safety obligations they must meet

(b)(1) In accordance with the VRA (N.C.G.S. 42A-31 (a)(5)) Owner will be responsible for: (i) keeping the Property in compliance with applicable building and housing code requirements; (ii) making the repairs and doing whatever is reasonably necessary to keep the Property in a fit and habitable condition; (iii) keeping the common areas of the Property in a safe condition; (iv) maintaining in good and safe working order, and reasonable and property repairing, all of the electrical, plumbing, sanitary, heating, ventilating and other facilities and major appliances supplied by Owner, either as a result of Owner inspection of the Property or upon notice from Manager or a tenant; and (v) providing operable smoke detectors, including replacement or repair of the smoke detectors when needed. Owner shall annually provide new batteries for any battery-operated detectors and tenants may be required to replace the batteries as needed, but failure of a tenant to replace batteries shall not be considered negligence on the part of the Owner, tenant, or Manager.

Services

"Let Us Take Care of Your Home Away from Home"

Information & Costs of Services Provided Through our Rental Program

Mandatory Services

Mandatory Service

Filter Replacement- Your A/C filter(s) will be checked and changed every 3 weeks during the rental season. Cost is \$17 per change and \$4 for each filter, the same top filters are supplied

Mandatory Service

Pest Control Programs

Bimonthly Service- (6 times a year, once every other month) **Kirby Pest Control** will treat the interior and exterior of your home. Necessary treatments between visits are at no extra charge. Bimonthly Service is \$59 per visit or \$354 for the year.

Monthly Service- (12 times a year) **Kirby Pest Control** will treat the interior and exterior of your home. Necessary treatments between visits are at no extra charge. \$49 per visit or \$588 for the year. (Please note: these services do not include spraying for fleas, German roaches, some ant species and termites.) Additional spraying outside the program run a minimum of \$95 per visit. (These prices are subject to a 10% increase based on rise in gas prices for 2023.)

Mandatory Service

Bed Bug Proactive Treatment- This treatment would be performed in late May/early June on a Saturday as a preventative treatment using a bio pesticide that will provide a protective barrier for the home, decreasing the risk of bed bug infestation and the potential hassle of moving clients, re-funding vacation time, etc. Plants, pets and people will need to be removed from the home for about four hours post treatment with this option and it will carry you through the busiest of summer months with an optional second treatment being offered in early September to provide protection through the end of winter. The cost for these treatments will be \$425.00.

Mandatory Service

Bed Bug Encasements Installation/Inspection- For the 2023 season we are requiring that all rental homes in our management program **MUST** have bed bug encasements added to all beds (including the box spring) and they must be inspected annually. Each set includes 1 mattress and 1 box spring encasement: Twin- \$85, Full- \$90, Queen- \$100, King- \$120. Individual pieces will be half the price of a set. To have the encasements installed and/or inspected by HBV there is a labor cost of \$20 per bed

Where is your breaker box located? _____

Do you have keyless entry & key code? _____

Do you have a camera on the property? Location _____

Do you have a security system? Spectrum or Focus? _____

Location: _____

Instructions [For office use only]: _____

Who is TV cable service with, Spectrum or Focus? _____

What is your Focus account password? _____

Who is phone service with, Spectrum or Focus? _____

Who is the internet service with, Spectrum or Focus? _____

Where is the modem and/or wireless router locations? _____

What is the Network and password for guest Internet access? Please provide "specific" login instructions: _____

Do you have an off-season disconnect on any of your services? If so, please provide the dates: _____

Disconnect date: _____

Reconnect date: _____

*Please be sure to sign up for Focus toll block if your package does not include free long-distance calling.

*Due to a high call volume for internet technical support, Holden Beach Vacations is not always able to assist renters with technical support for the electronic equipment provided in the rental properties. Please make sure you have posted in a visible area the information needed by a guest to receive technical support from your phone/cable/internet provider. This information should list the name of the provider (AT&T or Spectrum), the tech support phone number, your account number, the rental house number, the name of the wireless network and the password if your wireless internet is password protected.

Use Information

Number of Bedrooms _____ (UP: _____, DN: _____)
Number of Bathrooms _____ (UP: _____, DN: _____)

Please specify arrangement for each Bedroom & Bathroom

Bedroom location descriptions. (Determine by looking at house standing in driveway): Left or Right Oceanfront, Street Side, Middle, Canal Side, Waterway Side, Front, Back
***Example: BR #0 Location: (UP: DN:) Left Street Side

BR #1 Location: (UP: DN:) _____

____ King _____ Queen _____ Double _____ Single _____ Set of Bunks
Attached bath? y n _____ Shower _____ Tub _____ Combo Shower/Tub _____ Jacuzzi
HDTV Box TV Smart TV

BR #2 Location: (UP: DN:) _____

____ King _____ Queen _____ Double _____ Single _____ Set of Bunks
Attached bath? y n _____ Shower _____ Tub _____ Combo Shower/Tub _____ Jacuzzi
HDTV Box TV Smart TV

BR #3 Location: (UP: DN:) _____

____ King _____ Queen _____ Double _____ Single _____ Set of Bunks
Attached bath? y n _____ Shower _____ Tub _____ Combo Shower/Tub _____ Jacuzzi
HDTV Box TV Smart TV

BR #4 Location: (UP: DN:) _____

____ King _____ Queen _____ Double _____ Single _____ Set of Bunks
Attached bath? y n _____ Shower _____ Tub _____ Combo Shower/Tub _____ Jacuzzi
HDTV Box TV Smart TV

BR #5 Location: (UP: DN:) _____

____ King _____ Queen _____ Double _____ Single _____ Set of Bunks
Attached bath? y n _____ Shower _____ Tub _____ Combo Shower/Tub _____ Jacuzzi
HDTV Box TV Smart TV

BR #6 Location: (UP: DN:) _____

____ King _____ Queen _____ Double _____ Single _____ Set of Bunks
Attached bath? y n _____ Shower _____ Tub _____ Combo Shower/Tub _____ Jacuzzi
HDTV Box TV Smart TV

BR #7 Location: (UP: DN:) _____

____ King _____ Queen _____ Double _____ Single _____ Set of Bunks
Attached bath? y n _____ Shower _____ Tub _____ Combo Shower/Tub _____ Jacuzzi
HDTV Box TV Smart TV

BR #8 Location: (UP: DN:) _____

____ King _____ Queen _____ Double _____ Single _____ Set of Bunks
Attached bath? y n _____ Shower _____ Tub _____ Combo Shower/Tub _____ Jacuzzi
HDTV Box TV Smart TV

BR #9 Location: (UP: DN:) _____

____ King _____ Queen _____ Double _____ Single _____ Set of Bunks
Attached bath? y n _____ Shower _____ Tub _____ Combo Shower/Tub _____ Jacuzzi
HDTV Box TV Smart TV

BR #10 Location: (UP: DN:) _____

____ King _____ Queen _____ Double _____ Single _____ Set of Bunks
Attached bath? y n _____ Shower _____ Tub _____ Combo Shower/Tub _____ Jacuzzi
HDTV Box TV Smart TV

Hall Bathroom Location: _____

____ Shower _____ Tub _____ Combo Shower/Tub _____ Jacuzzi

Hall Bathroom Location: _____

____ Shower _____ Tub _____ Combo Shower/Tub _____ Jacuzzi

Hall Bathroom Location: _____

____ Shower _____ Tub _____ Combo Shower/Tub _____ Jacuzzi

Half Bathroom Location: _____

Half Bathroom Location: _____

Sleeper Sofa(s) # and Size: _____

Other (futon, cots, roll-a-ways): _____



EXCLUSIVE RENTAL AND PROPERTY MANAGEMENT AGREEMENT

1. Contract Formation

This Exclusive Rental and Property Management Agreement entered into this ___ day of _____, 20__ between Holden Beach Vacations, Inc. d/b/a Brunswickland Realty hereinafter referred to as MANAGER and _____ hereinafter referred to as OWNER.

The OWNER hereby appoints the MANAGER as Exclusive Rental Manager and contracts with the MANAGER to serve as its property management company. The MANAGER hereby accepts the appointment as the Exclusive Rental Manager and agrees to perform the management services of The Property located at street address: _____ (hereinafter referred to as "The Property") owned by the OWNER and the parties agree regarding these matters as follows:

Commission due the MANAGER on all rentals shall be 18% of the gross rentals collected with respect to The PROPERTY.

IN WITNESS WHEREOF, The OWNER and the MANAGER have caused the Exclusive Rental and Property Management Agreement to be duly executed as of the date first above written.

OWNER (Seal)

OWNER (Seal)

Holden Beach Vacations, Inc. d/b/a
Brunswickland Realty. MANAGER

By: _____ (Seal)
(Bonnie Cox, Authorized representative)

NC Real Estate License #111241

Date: _____

123 Ocean Boulevard West

Holden Beach, NC 28462

(800) 842-6949 Rentals

(910) 842-6954 Fax

(910) 842-1300 Sales

reservations@holdenbeachvacations.com

www.holdenbeachvacations.com

DATE FEDERAL ID/SOCIAL SECURITY#

MAILING ADDRESS

CITY, STATE ZIP

HOME PHONE WORK PHONE CELL PHONE

E-MAIL ADDRESS FAX NUMBER

Please review the following entire Agreement and sign where indicated above.

This Agreement is entered into by Holden Beach Vacations d/b/a Brunswickland Realty of Holden Beach, Inc. ("Manager"), and this property owner(s) whose signature(s) appear(s) in Section 1, Contract Formation ("Owner")

2. Engagement of Manager- The purpose of this Agreement is for the Property Owner to hire a Rental Manager.

Owner hereby engages Manager to rent and manage the Property described in Section 1, Contract Formation and Manager hereby accepts such engagement, subject to North Carolina Vacation Rental Act and other applicable laws, regulations and rules, on the terms and conditions set forth in this Agreement (the "Agreement")

3. Effective Date and Duration of Agreement- When does this Agreement start and how long does it last?

The Agreement shall become effective on the date indicated in Section 1, contract Formation when it has been signed by both parties. It shall have an initial term expiring at the close of business on September 30th following its second summer season as indicated in Section 1. Thereafter, it shall automatically renew each October 1st for one additional year unless either party has given written notice of voluntary termination at least ninety (90) days prior to the end of its then initial or renewed term. Provisions for a fee payable to Manager upon voluntary termination unless payment is waived and for the disposition of funds on hand at the time of any termination and for termination based on default, are set forth below in Sections 16 through 19.

4. Exclusivity and Effect of the North Carolina Vacation Rental Act- This is an exclusive Agreement and must conform to North Carolina law.

This agreement replaces all prior Agreements between the parties. The authority herein granted to Manager is to be exclusive and will be the only such authority granted by Owner for renting, leasing or managing the Property. All rental contracts formed by manager will be governed hereby and by all applicable laws, rules and regulations; and more specifically, rental contracts for fewer than ninety (90) days will be governed by the North Carolina Vacation Rental Act (NCGS 42A- 1 et seq.) ("VRA") which became effective in 2000. Upon request, Manager will obtain and furnish a copy of the VRA to Owner.

5. Manager's Compensation; When Earned and Payable- How and when is the Property Manager Compensated for the services provided?

(a) For each rental contract or lease* obtained or arranged by Manager or Owner pursuant to this Agreement, from which any rents received are or become free of reimbursement rights of tenants under the VRA or other applicable law, rule or regulation, regardless of (i) when such rents are received and (ii) whether the tenancy begins or ends during the term hereof, the Manager will earn commissions as indicated in Section 1.

*The term "rental contract" refers to tenancies of less than 90 days; and the term "lease" refers to tenancies of 90 days or longer.

(b) Such commissions will be deemed earned and payable when a signed rental contract or lease and/or advance rental payment are received by Manager or Owner are in process, i.e., "in process" meaning the rental contract or lease and advance rent have been postmarked by the US Postal service or delivered to a courier system during the term hereof and are thereafter received by Manager or Owner in the ordinary course of business.

(c) Such commissions will be deemed earned and payable if and when tentative reservations or unwritten or unsigned rental Contracts or leases obtained or arranged by Manager or Owner pursuant to this Agreement have materialized as paid tenancies and the rent received by Manager or Owner has become non-refundable.

6. Manager's Fees and Charges-

Manager may impose and collect the following fees or charges:

Fees the Property Manager may charge the tenant.

(a) For Manager's own account, Manager may impose fees on tenants for services, such as but not limited to: cleaning (except as limited by the VRA), renting furnishings or furniture like cribs, linens, beach equipment, etc., providing long distance telephone service and special event bookings, and reasonable administrative fees to cover the costs of processing reservations, transfers and cancellations. Manager may also charge and receive for its own account additional fees from third party vendors for arranging services for tenants, such as but not limited trip insurance or liability insurance, and credit card convenience fees if applicable.

Fees the Property Manager May charge the Property Owner.

(b) As to owner, and for Manager's own account, in addition to commissions on rents received, Manager may charge a percentage of cost, or in some instances a fixed fee above cost, for guest payment credit card processing, direct deposits, visual tours, website enhancements for individual property pages, providing goods or materials needed for the maintenance of the Property, such as but not limited to HVAC filters, Pre and Post Hurricane services, lighting supplies, home usage necessities (blenders, coffee makers, brooms, mops etc.). Such charges may also be imposed on the cost of labor and services supplied to carry out purchases for owners, repairs or construction tasks. Such charges will be reasonable and consistent with like charges imposed by other property management entities.

(c) As to tenants and Owner, Manager is entitled to deposit all funds in an interest-bearing Trust Account and the interest earned shall be the sole property of the manager. These deposits will be deposited in the Managers General Rental Trust account with BB&T, Holden Beach, North Carolina.

Pet Fees, cleaning, and linen charges may be included in rent charges

(d) These fees may be charged to or from the Owner's account based on set up requested by owner or needed by manager.

(e) A cleaning charge may be included in the rent payable by tenants. If so, such charge will be deducted from rents in the calculation of distributable rents. The same is true of linen when it is included in the rent payable by tenants. Commissions are not charge on any such allocation within rent for cleaning or linen.

7. Authority and Responsibilities of Manager

The Manager will perform and be fully authorized to: *Advertising the property, helping maintain the Property for Rental, securing tenants, renting the Property, collecting fees, undertaking legal proceedings when necessary.*

(a) Manager will remit to Owner monthly all earned rents and pet fees collected that are free from potential reimbursement to tenants under the VRA, this Agreement or other applicable law or regulation, less any commissions and other sums then payable to Manager or third parties for goods or services ordered pursuant to this Agreement. Owners receiving rent income via ACH Direct Bank Deposit payment, agree to all NACHA rules as they apply to origination of ACH entries.

(b) Manager will manage the Property to the best of its ability, devoting thereto such time and attention as appears reasonable and necessary.

(c) Manager will advertise the Property in its brochure, website and in such other manner, as it deems appropriate. Manager may display a "For Rent" sign on the Property (unless legally prohibited) and may photograph the Property for advertising purposes.

(d) While using its best efforts to secure tenants, Manager will endeavor to exclude any persons as tenants if it is apparent to the Manager that such persons have been or would be likely to damage the Property or otherwise violate the terms of their rental contract.

(e) Manager will enter into and execute rental contracts and approved leases on behalf of Owner at rates Manager recommend and Owner approves. If circumstances present a rental contract opportunity that appears to the Manager to be available only at a reduced rate, for a period when the Property is not rented and, in Manager's opinion is not likely to be rented, Manager may reduce the rental rate if Manager believes that such reduction is necessary to obtain the rental contract and is otherwise prudent.

(i) Legal proceedings may be undertaken by manager for the eviction of tenants in its discretion without the approval of the Owner, provided, however, that such proceedings will not be undertaken except when the facts apparent to Manager tend to show that the time constraints of the VRA require immediate action, or a disruption or loss of future tenancies, or damage to the Property, is or are foreseeable unless such proceedings are undertaken with dispatch. Notice to the Owner will be given as promptly as is feasible; if Owner so directs, such proceedings will be continued, or dismissed. (ii) Upon Owners request or approval, Manager may also undertake legal proceedings in Brunswick County for the collection of rents or damages from tenants or former tenants. Owner will be responsible for court costs, attorney's fees and other legal expenses of all such proceedings. Manager may disburse same from rents. Manager may, but need not, advance such costs, fees or expenses, but if Manager does so, Manager is entitled to reimbursement by the Owner, either from rents or directly from the Owner.

When the Property Manager may refund rental payments.

(g) Manager may terminate any rental contract and refund any payments received from the Tenant to comply with the VRA or if, in Manager's opinion, the Property is not in fit and habitable condition at the time the tenant is to begin occupancy. Manager may negotiate partial refunds with tenants if it appears to Manager that tenant's use and enjoyment of the Property has been or will be materially and adversely affected as a result of a defect in the condition of the Property, such as a defect in the electrical, plumbing, sanitary, heating or ventilating facilities, or in a major appliance, or in the furnishings that apparently cannot be remedied reasonably and promptly. The Manager may have the sole discretion to transfer or refund guests who are ultimately dissatisfied with the Property.

What are the Property Manager's and Property Owner's responsibilities for ongoing cleaning, maintenance and repair?

(h) Manager will provide routine cleaning of the Property after each tenancy, to ready Property for the next tenancy (see section 6 (e)). At Owner's expense Manager will: (i) provide deep "spring" cleaning of the Property once prior to the first tenancy of each summer season and once again in mid-season if deemed necessary by Manager unless Owner provides such services by other means; (ii) provide routine maintenance and repair of the Property to keep it in fit and habitable condition consistent with its rental rate and in connection therewith Manager will obtain Owner approval for any routine maintenance or repair project expected to cost more than the reserve for maintenance and repair then on hand pursuant to Section 1 and Section 8 (b) (2); (iii) if authorized by Owner, and only on a best efforts basis, provide winterizing and temporary storm protection for the Property to the extent customary, permissible and available in the subject area; and, (iv) when it is made to appear to Manager that damage to the Property has created a hazard to persons or other property, or a risk of additional imminent damage to the Property, furnish or order such goods and services as appear reasonable necessary to minimize such hazard or risk, also on a best effort basis.

What is the Property Manager's responsibility for maintaining financial and other records and providing that information to the Property Owner?

(i) Manager will maintain accurate records of all expenses and funds received and disbursed in connection with Manager's management of the Property. Monthly, Manager will send Owner a statement showing each reservation report, the folio or control number for that reservation, the last name of the tenant, the dates of projected occupancy, and the total rent payable for the tenancy.

(j) In the performance of the foregoing duties, Manager will comply with the VRA and all other applicable State and Federal laws and regulations, and the professional rules applicable to Realtors® such as Manager.

What is the Property Manager not promising or required to do?

(k) Nothing in the foregoing statements of authority and duties: (i) shall constitute a guarantee by Manager of any rental payments; or (ii) shall be deemed a promise that rents received under rental contracts with a duration of less than ninety (90) days, or secure deposits of any sort, will be distributed except when no longer potentially refundable to tenant; or (iii) that Manager is indemnifying Owner from a liability to return rents or security deposits to Manager's trust account for distribution to tenants, or to reimburse same directly to tenants, even if the prior distribution of rent or security deposit to Owner by Manager was premature or erroneous; or (iv) that Manager is releasing Owner from the equitable and contractual duty to reimburse Manager if Manager voluntarily and reasonable advances sums for and on behalf of Owner, or, (v) that Manager is providing services other than those customarily provided by property managers managing vacation rental property in the South Brunswick Islands, Brunswick County, North Carolina.

(l) In the event that Owner does not specify whether to provide guests with either the Security Deposit or an alternative in the form of damage protection insurance it shall be deemed that said property will default to the inclusion of Vacation Rental Damage Protection. Manager will provide each rental guest the optional damage protection plan as a part of their Vacation Rental Agreement. A fee is collected from the Tenant and is offered in addition to the advertised rental rate. This fee protects in the event of accidental damage, reported by the tenant. The cost of repairs attributable to intentional acts, willful misconduct, gross negligence, abuse of the property, violation of the lease terms, or non-permitted pets will not be paid by Manager and are the responsibility of the Tenant. Manager will attempt to collect any egregious damages on behalf of the Owner, but Manager will not be liable for any uncollected damages. This damage protection plan does not protect against theft, unreported damages, or normal wear and tear. The applicability of damage protection plan and reimbursement of damaged property, any determination of the extent of damage, and any determination of the cost of repairs to damaged property shall be the sole and absolute discretion of Holden Beach Vacations.

8. Responsibilities of Owner- The Property Owner must furnish and maintain the Property in keeping with the rental rates they hope to generate.

(a) With due regard for the direct relationship between the physical and aesthetic condition of the Property, and the rental rates Owner wishes the Property to generate, Owner will provide the Property with furniture, furnishings, fixtures, appliances and utensils for its living are of such quality, style and condition as are consistent, in the opinion of the Manager, with other comparable vacation rental properties being offered by the Manager. Similarly, Owner will keep the structure and landscaping of the Property in good condition and repair, with a like recognition of the correlation between those factors and the rental rates the Property will justify.

The Property Owner has legal and safety obligations they must meet.

(b) (1) In accordance with the VRA (N.C.G.S 42A-31 (a)(5)) Owner will be responsible for: (i) keeping the Property in compliance with applicable building and housing code requirements; (ii) making the repairs and doing whatever is reasonable necessary to keep the Property in a fit and habitable condition; (iii) keeping the common areas of the Property in a safe condition; (iv) maintaining in good and safe working order, and reasonable and property repairing, all of the electrical, plumbing, sanitary, heating, ventilating and other facilities and major appliances supplied by Owner, either as a result of Owner inspection of the Property or upon notice from Manager or a tenant; and (v) providing operable smoke detectors, including replacement or repair of the smoke detectors when needed. Owner shall annually provide new batteries for any battery-operated detectors and tenants may be required to replace the batteries as needed; but failure of a tenant to replace batteries shall not be considered negligence on the part of the Owner, tenant, or Manager.

(2) Owner may either arrange for the foregoing itself or do so through Manager. Unless Owner determines otherwise, routine maintenance and repair will be conducted by Manager, in fulfillment of which Owner consents to Manager retaining a reserve fund (\$200 or more) from rents for routine maintenance and repairs as indicated in Section 1, Contract Formation or such larger sums as owner approves from time to time.

(3) In emergencies, reasonably necessary goods and services may be provided or ordered by Manager on a best efforts basis when it is made to appear to Manager that the Property has suffered damage that creates a hazard to persons or properties, or a risk of additional damage to the Property. Owner will pay for such emergency measures.

(4) Except as otherwise provided in the Agreement, whenever the need for maintenance and repairs beyond the scope of work for which Owner's reserve fund would be sufficient for Manager to perform same, Owner will provide such maintenance and repairs.

This responsibility will arise when the need is recognized by Owner, or with the exercise of reasonable diligence by Owner should have been so recognized, or upon notice from Manager describing the conditions requiring maintenance or repairs. Major repairs and renovations will be managed as the Owner directs, or the parties agree upon, project by project.

(5) For *Dog Friendly, No Pets, and Pet Free Properties*, under State and Federal guidelines enforced by the North Carolina Vacation Real Estate Commission it is prohibited to discriminate against registered ADA service animals in any home.

Manager will retain a Reserve Fund from rents for routine maintenance and repairs.

(c) (1) Owner will reimburse Manager for any expense incurred or advanced by manager on behalf of Owner pursuant to this Agreement, or to comply with VRA or any other applicable law or regulation (and Manager may but need not make such advances or incur the obligation to do so). Such expense would include but not be limited to: (i) Owner approved storm preparations, winterizing or storm clean-up; (ii) emergency maintenance and repairs; (iii) utilities, property taxes, owners; association dues and assessments, court costs and attorneys' fees for eviction and for remedial actions against tenants or third parties for damage or to prevent damage to the Property.

The following sections discuss how routine and emergency repairs will be handled, including damage caused by tenants.

(2) If the Property is defaced or damaged by tenants, their guests, or other third persons, or by the elements, thereby rendering the Property unfit or uninhabitable at a time when existing rental contracts are likely impaired thereby, and neither Owner nor owner's representative has communicated with Manager in timely response to manager's effort to communicate, and Owner acknowledges that what is "timely" will depend on the attendant circumstances, Owner authorizes Manager to provide or order the goods and services reasonably necessary to place the Property back in fit and habitable condition with reasonable dispatch, in order to minimize any impairment of such rental contracts. Payments for such goods and services will either be disbursed by Manager out of applicable security deposits, or from any non-refundable rents, or they will be reimbursed by Owner.

What is the Property Owner's obligation to carry insurance?

(d) Owner will carry, at Owner's expense, comprehensive general public liability insurance against any and all claims or demands arising out of, or in any way connected with, the operation, rent, leasing, maintenance or condition of the Property. When possible, such policies will name the manager as an additional insured or protected Manager otherwise in the same manner as Owner. Coverage for loss or damage other than property damaged under such policies will be in the aggregate amount of at least \$1,000,000 for each covered event or occurrence; and for property damage the coverage will be \$500,000 for each covered event or occurrence. Owner will provide Manager with an annual in-force certification of such coverage and upon request provide a copy of the policy and riders. Owner is required to provide notice, certification and a copy of any successor policy if and when a change in coverage or insures is made. If any insurance maintained by the Owner, such as business interruption insurance, provides Owner with proceeds based upon the loss of rents or rental income due to a covered hazard, such proceeds will be considered rent subject to Manager's commission. Should the owner fail to provide this certificate of insurance to the Manager each year for that year, the Manager at its options, (but it is not obligated) may purchase insurance in the name of the Owner and deduct the cost of the premium from the funds received from the rental of the Property before remittance to the Owner. The Owner hereby appoints the Manager it's attorney-in-fact, for the purpose of purchasing such insurance if the need should arise.

The Property Owner may not hold the Property Manager liable for certain third-party claims for damages and financial relief.

(e) To the extent permitted by the law of North Carolina, Owner will indemnify and hold Manager harmless from any and all claims of third parties for damages or other financial relief arising out of the Manager's alleged nonperformance or negligent performance of its duties hereunder (except for acts of gross negligence or intentional wrongdoing), including without limitation, all of the costs, expenses, attorneys' fees and litigation expenses such as the costs of depositions and trials, witness fees, expert witness fees, jury fees, appeals, transcripts, exhibits and records, and any damages and other financial relief awarded on any such claims.

Owner covenants that it will not itself assert any such claim against Manager. The foregoing indemnification and covenant by Owner are in some instance limited by North Carolina General Statutes G.S.22B-1 to damages other than those arising from bodily injury to persons or property damage caused by or resulting from the negligence, in whole or in part, of the manager or the Manager's independent contractors, agents, employees, or indemnities.

The Property Owner will supply the household items necessary to maintain the rent ability of the Property.

(f) Owner will supply the household items requested by Manager in its periodic inventory lists; such items being reasonably necessary to satisfy the customary requirements of tenants in such facilities as the Property.

Here and the following are the Owner's responsibility for Property cleaning, maintenance and repair prior to each rental season and for cleaning after each rental guest.

(g) Owner will provide for a deep "spring" clean of the Property in accordance with the Manager's standards prior to the first rental of the season. If the cleaning does not meet Manager's standards, then owner will be billed for any additional cleaning required.

(h) Owner will either employ Manager for a departure clean or will themselves clean the Property in accordance with Manager's standards at the conclusion of each use by Owner or Owner's non-paying guest. If the cleaning does not meet Manager's standards, then owner will be billed for any additional cleaning required.

(i) Owner will inspect and assess the Property prior to the first tenancy of the season each year, such inspection to include inspection of the landscaping, structure, boardwalk, decking, electrical, plumbing, sanitary, heating and ventilating facilities, smoke detectors, appliances, utilities, utensils, kitchen supplies, and other furnishing equipment and systems; and provide for needed replacements and perform such maintenance and makes such repairs as are apparently necessary.

9. Advance Payment- How are the advance rental payments handled?

(a) Manager shall place all advance payments from Tenants (including rent, security deposits and any other advances permitted by law), in a trust account in Managers name in an insured bank or savings and loan association in North Carolina. Manager may require that such advance payments be placed in an interest-bearing account. Owner agrees that any such interest shall belong to Manager, and Manager may withdraw the interest from such account with such frequency as is permitted under the terms of the account.

(b) Manager is authorized to hold rather than disburse any advances Manager believes are potentially subject to reimbursement to tenants in such instances as severe weather, fire, or flood causing property damage preventing the start or continuation of a tenancy, transfer of the Property, or fitness and habitability of the Property. However, Managers disbursement of any such advances will not be deemed a representation or assurance that reimbursement will not be required.

(c) Recognizing the value to both parties of tenants who return to the NC Brunswick Islands area frequently and arrange vacation rentals through Manager, in extraordinary circumstances known to the Manager, regardless of whether the VRA require it, Manager may reimburse advance rent to a tenant if so doing is reasonable.

10. Occupancy/Entry by Owner- *What happens if the Owner wants to use the Property or needs to enter the Property?*

In the event Owner desires to use the Property, Owner will give notice by facsimile transmission, E-Mail or mailing a hard copy via United States mails to the Manager of the specific dates and times when such use is to take place. Subsequently, all Owner reservations must receive confirmation of receipt by the Manager. Owner will not have the right to occupy the Property, if at the time the notice is delivered to Manager the Property is subject to a previously confirmed or in process Tenant reservation at the time requested by the Owner. Owner further agrees not to enter the Property for any purpose during any time that it is occupied by a tenant (except emergency entries) in the absence of reasonable notice to Manager obtaining tenant approval of such entry.

11. Responsibility of Certain Costs- *What financial costs regarding the Property is the responsibility of the Owner?*

Except as may otherwise be expressly provided herein, Owner shall be responsible for paying all costs and expenses that can affect the use of the Property, including but not limited to, all utilities, association dues and assessments, taxes and insurance, mortgage indebtedness, and routine and emergency maintenance and repairs. To protect the property or in Owner's best interest, Manager may pay invoices for any such costs and expenses out of Owner's funds on hand; Manager also may, but need not advance the funds to pay such costs and expenses in which event Owner will promptly reimburse Manager.

12. Sale or Transfer of Property- *What happens if the Owner decides to sell the Property?*

In the event Owner elects to sell the Property through the Owner's own efforts or those of a real estate firm other than Manager, or the Property is otherwise to be transferred, Owner or Owner's legal representative shall:

- (a) Promptly notify Manager that a Property is for sale, and, if applicable, disclose to Manager the name of the other listing firm within three days after the listing is established.
- (b) Provide Manager with a copy of each signed contract of sale as and when signed, to permit Manager to verify compliance with VRA.
- (c) Show or allow the Property to be shown to prospective purchasers at times scheduled through Manager with tenant's approval.
- (d) In the case of a transfer other than a sale, Manager will be fully informed by Owner or Owner's legal representatives of the details of the transaction.
- (e) Notify Manager of the closing date sufficiently in advance to permit effective communication by Manager regarding rental contracts that must be honored and any reimbursements to tenants required under the VRA or other applicable laws and regulations.

13. Notice and Responsive Communications- *How will communications between the Property Owner and Manager be handled?*

- (a) Notices required or permitted hereunder shall be in writing. Notices may be given by facsimile transmission, E-Mail or mailing a hard copy via United States mails; provided that in the case of notice of termination of this Agreement the hard copy must be sent by certified or registered mail, return receipt request. Either party may change the address to which any notice shall be given by written notice to the other party in the foregoing manner.
- (b) Communications between the parties will be carried out with reasonable dispatch, given the nature of the matter communicated by the interior of the communication, and the availability of the receiving party. Requests by Manager for Owner approvals of such as rental rates, brochure description, vacation dates, winterizing, storm preparations and effects, emergency repair, pest control, carpet cleaning and the like will reasonably require response from Owner within 7 days or less.
- (c) The "Owner's Representative" identified in this Agreement in Section 1. Contract Formation will be authorized to receive communication from Manager and make decisions on behalf of the Owner in emergency situations, and in situations wherein the Owner has not responded or is known to be unavailable and the decisions to be reached are reasonably essential to protect the Property or Owner in the light of known foreseeable facts.

14. New Construction or Extensive Repair or Renovation- *What happens if the rental of the Property is affected by new construction or extensive renovation?*

New construction and extensive repairs or renovation of the Property which, due to time required for its completion, creates uncertainty regarding the availability of the Property for rentals, will be subject to the following policies:

- (a) First, the Owner may select a tentative completion date and Manager will *only* accept (i) rental contracts that are subject to cancellation by either party; and (ii) advance rent that is refundable if the Property is not ready for occupancy at the reserved time. Prospective renters will be informed of the tentative nature of their rental rights and there will be no commissions payable and no use or distribution of advance rent unless the Property is available at the reserved time and the rental contract becomes effective.
- (b) Second, the Owner may select both a tentative completion date and a later firm date. The Manager would then follow the same pattern as described above during the tentative period but would accept firm rental contracts and advance rents for the period after the firm completion date with the rights to commissions and fee as stated above in Sections 5 and 6.

15. Default- *What happens if either the Property Owner or Manager defaults on their obligations?*

In the event either party defaults in the performance of any of its obligations hereunder, in addition to any other remedies provided herein or by applicable law, the non-defaulting party shall have the right to terminate this Agreement if within thirty days after providing the defaulting with written notice of the default and the intent to terminate, the default remains uncured.

16. Non-Waiver of Default- *The obligations under this Agreement may not be waived.*

The failure of either party to insist, in any one or more instances, on the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term of condition, and the obligations of the non-performing party with respect to such terms or conditions shall continue in full force and effect.

17. Termination- *This section discusses the circumstances under which this Agreement may be terminated.*

The effects and incidents of termination will depend on the cause thereof, as follows:

(a) Voluntary Termination:

(i) Either party may terminate this Agreement voluntarily, without the necessity of a material breach of this Agreement, by giving written notice thereof at least ninety (90) days prior to the end of then initial or renewed term. Such termination will become effective at the close of business on the last day of the then initial or renewed term.

(ii) If Owner terminates voluntarily during the first term hereof, Owner will pay Manager a termination fee of \$1000.00 in consideration for the evaluation of the Property in Manager's computer system, artwork and listing procedures, and advertising and other administrative services rendered by Manager without charge to Owner in the initial term hereof.

(iii) If Owner's voluntary termination is an adjunct of a transfer of the Property to a new owner, and the new owner enters into a new Vacation Property Management Agreement with Manager contemporaneously with the transfer of the Property, there will be no termination fee.

(b) Termination Upon Default: If either party terminates because of a material breach of this Agreement after thirty (30) days' notice and a failure to remedy or cure same, the termination will be effective then and not at the end of the then initial or renewed term.

(c) Termination Upon Substantial Damage of Property: If the Property is substantially damaged and not fit or habitable for rental purposes, this Agreement may be continued after amendment or terminated by either party. If continued, Section 15 of this document would apply. Manager will cooperate with Owner if the Property is to be repaired or reconstructed, in whole or in part. At Owner's request, Manager will provide such support services as it can to Owner during the planning and work or repair and reconstruction, on a fee basis satisfactory to both parties.

18. Funds on Hand at Termination- *What happens to undistributed rental and other funds when the Agreement is terminated?*

Upon termination of this Agreement by either party, each will take such steps as are necessary to settle all accounts between them, including but not limited to the following, subject to the requirements of the VRA and other applicable laws, rules and regulations imposed upon Manager and Owner:

(a) The Manager will timely transfer or disburse, for deposit to either a trust account in an insured bank or savings and loan in North Carolina established by Owner, or the trust account of a North Carolina licensed real estate broker then acting for the Owner, all advance payments from tenants then held by Manager, less any sums lawfully withheld by Manager pursuant to this Agreement or the VRA and other applicable laws, regulations and rules.

(b) The Manager will also transfer or disburse, to Owner all rents then on hand which are not subject to apparently lawful claims of tenants or third parties who have furnished goods or services for the tenants, after having deducted them from Manager's fee, commissions and expenditures then payable to Manager pursuant to this Agreement.

(c) If not otherwise paid for any reason, the Owner will promptly pay to the Manager any commissions or other amounts due the Manager from the Owner pursuant to this Agreement.

(d) A contract of the sale of the Property will be deemed effective as a "transfer" of the Property when the buyer, grantee or other transferee becomes legally entitled to a present or future conveyance of the Property, even though the deed to convey title to the Property is not then executed or, although executed, is to remain unrecorded until conditions are satisfied.

19. Costs in Event of Default- *If enforcement of this contract requires legal proceedings, who pays the cost of those proceedings?*

In the event legal proceedings are brought by a party to enforce the terms, conditions or provisions of this Agreement, the prevailing party shall be entitled to recover all costs and reasonable attorneys' fees paid or incurred by such prevailing party.

20. Entire Agreement; Modification- *This Agreement is the whole contract between the Property Owner and Manager and can only be amended in writing.*

This Agreement contains the entire Agreement of the parties and supersedes all prior written and oral proposals, understandings, Agreements and representations, all of which are merged herein. No amendment or modification to this Agreement shall be effective unless it is in writing and executed by all parties.

21. Governing Law, Jurisdiction and Venue- *North Carolina law and the local courts have jurisdiction over the matters covered by this Agreement.*

The parties intend and agree that this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. The Superior Court of Brunswick County, North Carolina and in matters of lesser magnitude the District Court of said County, will have the exclusive jurisdiction over, and be the sole venue for the litigation of all disputes between the parties arising under this Agreement. No such litigation is to be commenced elsewhere and each part hereby waives any statutory right to require such litigation be conducted elsewhere.

22. Relationship of Parties- *The Property Manager is an independent contractor.*

The parties intend and agree that the status of Manager herein is that of an independent contractor. Other than the requirements of this Agreement, Owner will not control the methods and means by which Manager performs its duties hereunder.

23. Authority to Enter into Agreement- *The Owner asserts that they have authority to enter into this Agreement.*

Owner represents and warrants to Manager that Owner has full authority to enter into this Agreement, and that there is no other party with an interest in the Property whose joining in this Agreement is necessary; Owner specifically acknowledges the appointment of the Owner's Representative designated in Section I, Contract Formation.

24. Binding Nature of Agreement- *This Agreement is Binding.*

This Agreement is binding upon and shall inure to the benefit of the parties and their heirs, successors, assigns and legal and personal representatives.

25. Addenda- *Any addenda to this Agreement such as the signed Contract Formation in Section I, are included here.*

Any addenda to this Agreement are attached hereto and identified as such. The parties agree that any such addenda shall constitute an integral part of this Agreement. In the event of a conflict between this Agreement and any such addenda, the terms of such addenda shall control.

Christy Ferguson

From: rgobb@aol.com
Sent: Friday, January 20, 2023 9:52 AM
To: Christy Ferguson
Subject: Management Quote and projections
Attachments: Cover letter for town quote.docx; Quote 796 OBW.docx; Rental Income projection for 796 with MerMaid management.docx

Good morning

If you have questions please give me a call.

Gina



1032 Ocean Blvd West: Holden Beach, NC 24/7 cell 336-462-4146

Proposal for Management

MerMaid Resort Services is a non-traditional rental management service. We manage directly for property owners using the VRBO and Airbnb platforms. We are able to provide hands on service 24/7 to both owners and guest. Owners are paid directly by the platforms the day after check in. The taxes are paid by VRBO and Airbnb to the taxing bodies. We bill monthly for our commission, cleaning and laundry services. Since we are a full service company we are able to provide one invoice for all our services eliminating the need for multiple services for rental, linens and cleaning.

Our services include sitting up the listings on both VRBO and Airbnb, setting prices, updating photos as needed, screening each potential guest (no auto bookings), meeting guest for check in upon arrival, overseeing all maintenance issues while home is rented (contacting owner as needed) and following up with guest mid week to reserve for the next year. If you decide to be pet friendly we would also request information on the pets. A detailed management and cleaning quote is attached.

On our site visit we noticed several items that would be needed to make the home rental ready. Overall the house is in really good condition on the inside. All the furniture is good. The comforters, mattress pads etc are in the same wrappers from our prior cleaning so they can be used. We would request \$2500 to purchase 5 smart TV's and rockers/ chairs for the porches. We would also suggest having only internet and a streaming service like YouTube (as a cost saving measure).

We look forward to discussing our proposal with you and answering any questions you might have regarding the quote and our approach to management. Happy to provide references if requested.

We look forward to working with you and appreciate the opportunity to provide a quote.

Sincerely

Gina Martin

MerMaid Resort Services



1032 Ocean Blvd West: Holden Beach, NC 24/7 cell 336-462-4146

Quote 796 Ocean Blvd West

This is a second row/marsh view 4 bedroom, 3 bath home. Floors are carpet LVT/LVP and tile. We are quoting cleaning with laundry and bed-making. There are 1 Kings, 3 queen and 1 set of bunks. Home can sleeps 10 to 12 depending on arrangement of beds. Rentals will be from Saturday to Saturday. Home would be rented VRBO and Airbnb .

Cleaning after each guest would include total cleaning of all bedroom surfaces dusted and polished, baseboards dusted, ceiling fans dusted, inside windows cleaned and blinds if any dusted. French doors/sliding doors cleaned inside and out. Linens would be provided and beds made. Floors swept and mopped with Bona products. All drawers checked. If any items are left by guest we will contact guest for return at their cost.

All common area couches checked and vacuumed, all surfaces dusted and polished, windows and blinds same as above. Baseboards and floors same as above. Bona wood or stone products are used on all floors. Rugs vacuumed.

Bathrooms, light fixtures and blinds dusted, baseboards dusted, tub/shower cleaned and hardware polished, sink and counter area cleaned and hardware polished, toilets cleaned inside and out. Floors swept and mopped with Bona products.

Kitchen, wipe down cabinets, clean counters, clean frig inside and out, clean stove. Clean sink and polish hardware. Check cabinets to make sure dishes are accounted for and that pots and pans are orderly and accounted for as well.

Check and sweep porches put porch furniture where it belongs if it has been moved.
Outside windows cleaned if no screens and can reach from porches.

I am including information about our total management package. Total Management would include : Management of VRBO and Airbnb listing, setting prices, updating photos as needed, screening each potential guest, meet with guest upon arrival, oversee all maintenance issues while house is rented. Follow up with guest mid-week to reserve for next season. Maintaining contact with owners regarding any issues.

Available to owner and guest 24/7. Weekly updates after guest checks out.

Should you have any questions please give me a call 336-462-4146. We also suggest that you do a deep clean each year in the Spring prior to your first guest and again in the Fall after the last guest. This involves taking things apart like the beds and cleaning frames, tops of cabinets, cleaning and doing inventory on all kitchen items, checking for cracked chipped dishes, glasses, etc. Hand cleaning all walls, baseboards, window seals, windows done inside and out. All dishes washed and all cabinets cleaned inside and out. At the end of the deep a list is provided of the items needed or those needing to be replaced.

Quote is as follows:

Management fee per rental: MerMaid 10% of gross rental amount

Airbnb fee is 3%

VRBO fee is 8%

It will depend on which platform the rental comes from as to the fee. It will either be 13% or 18%

Linens will be provided by our company both sheets and towel.

Cleaning, including laundry of linens and making beds

We provide 1 roll of TP for each bathroom, 1 paper towel, sponge, dish detergent

And dishwasher pods. \$ 275

A deep clean would be \$ 750 plus carpet cleaning if needed.

Landscaping services available mowing/trimming spraying of yard. driveway and pool area \$45 per visit

Storm Prep house and porches price depends on services

General maintenance available upon request/will also meet with vendors on owners request to oversee services

We have tried to make available to owners a full line of services so they do not need multiple vendors. Please give me a call if you have any questions regarding any of our services.

Thank you for your interest in our company. We would be happy to help you maintain your new property. I can provide you numbers to several of my long time clients if you would like. I look forward to hearing from you.

Gina Martin
MerMaid Services

1032 Ocean Blvd West, Holden Beach, NC 28462

Contact 336-462-4146 cell



1032 Ocean Blvd West: Holden Beach: NC 24/7 cell 336-4146

Projected Income 796 Ocean Blvd West

Projected income based on similar properties currently managed by our company

Check in Date	Nights	Gross Rental
3/16/2023	3	\$ 1185
3/23/2023	4	1580
4/1/2023	7	4025
4/8/2023	7	4025
4/20/2023	3	1725
5/11/2023	3	1725
5/26/2023	4	2500
6/3/2023	7	4375
6/10/2023	7	4375
6/17/2023	7	4375
6/24/20223	7	4375
7/1/2023	7	4375
7/8/2023	7	4375
7/15/2023	7	4375

7/22/2023	7	4375
7/29/2023	7	4375
8/5/2023	7	4375
8/12/2023	7	4375
8/19/2023	7	4375
8/26/2023	3	1725
9/2/2023	4	2500
Fall rate	42@395	16590

164 nights

Projected \$ 90180.00

Based on nightly rate of \$395, \$575 and \$625 depending on dates.

I would also suggest Pet Friendly if elect would increase rental amount and pet fee of \$200

Using both VRBO and Airbnb rental platforms

Rental damage deposit of \$750 refundable

There is also often opportunities to rent monthly during the off season at \$3000 to \$4000 per month

1032 Ocean Blvd West, Holden Beach, NC 28462

Contact 336-462-4146 cell



Date: February 6, 2023

To: Mayor Holden and Board of Commissioners

TH Town Manager-IN TURN

From: Christy Ferguson, Assistant Town Manager CP

Re: Sailfish Park Site-Specific Master Plan

This year's budget included funding for a site-specific master plan for Sailfish Park. The staff sent out an RFQ which resulted in 5 proposals. The RFQ (attachment 1) is included in your packet. The proposals (also included) were very competitive but after review and scoring the top three consultants in order of ranking are as follows:

- 1- McGill
- 2- Sage
- 3- Bolton & Menk

Based on the idea that tourist input needs to be included in survey data, this contract should fall across budget years with some funds being spent in this fiscal year and the remainder being included in next year's budget.



REQUEST FOR QUALIFICATIONS

Sailfish Park Site Specific Master Plan

Requested by: Town of Holden Beach

110 Rothschild Street

Holden Beach, NC 28462

Issued on:

12/13/2022

The Town of Holden Beach Parks and Recreation Department

Site Specific Master Plan-Sailfish Park

The Town of Holden Beach is soliciting qualifications-based proposals and professional master planning services to produce a site specific master plan for Sailfish Park. The plan should be prepared with the understanding that the Town may apply for PARTF grant funding or other grant funding as applicable and should specifically meet PARTF grant requirements.

The scope of the services for the project includes:

1. Site specific master plan to include but not limited to: site assessment, including traffic flow and parking considerations, recreational and site needs, stormwater considerations and planning, program description, project costs, site plans and illustrations, and public meeting facilitation.
2. Coordination to ensure the plan coincides with the Town's CAMA Land Use Plan, and thorough review of the Comprehensive Parks and Recreation Master Plan for relevant inclusion.
3. Presentation to the Parks and Recreation Advisory Board and the Board of Commissioners for approval of master plan.

Pursuant to North Carolina General Statute 143-64.31, the Town of Holden Beach utilizes a qualifications-based selection process without consideration of fees during the initial phase in selecting firms for professional design services.

Interested firms should submit electronically as a PDF document their qualifications package by no later than **2:00 pm on Tuesday, January 17, 2023**, to: Heather Finnell, Town Clerk; heather@hbtownhall.com.

Paper copies are not required. If a hard copy is submitted, four (4) copies shall be delivered to the Holden Beach Town Hall located at 110 Rothschild Street, Holden Beach NC 28462 prior to the submission deadline.

Whether digital or hard copy, the subject line should contain the **firm's name** and **"Statement of Qualifications for Master Plan – Sailfish Park"**

All interested firms that have questions must direct them to Town Clerk Heather Finnell via email no later than January 9, 2023. Any addendums will be released with answers to submitted questions posted on the Town's website at <https://www.hbtownhall.com>

The Town of Holden Beach reserves the right to reject any and all proposals, to waive formalities, or to accept any proposal, which appears to serve the best interest of the Town.

I. BACKGROUND

Sailfish Park is a passive, two-acre park located at 197 Sailfish Drive, Holden Beach, NC. The park currently provides open space, picnic tables, and a bulkheaded area used for fishing. In the 2021 Parks and Recreation Master Plan, suggestions for the park included a canoe/kayak launch, covered picnic shelter/gathering space, educational signage, additional picnic facilities (furnishing and shade), delineated parking spaces, restroom or waterless restroom facility, and to improve ADA accessibility.

II. PROJECT DESCRIPTION

The site-specific master plan is to contain at a minimum the following elements:

- Development of a site-specific plan containing at a minimum the following design elements: site assessment, recreational and site needs, stormwater considerations and planning, program description, project costs for each proposed element, site plans and illustrations
- Additional recommended elements not listed above in background that may become evidenced via public engagement and board member feedback
- Traffic impact and flow analysis/parking considerations
- Conceptual rendering of design elements to include dimensional configurations and proposed materials
- Identification of required permits including but not limited to building construction, stormwater, and CAMA
- Considerations of, but not limited to, the Town's Land Use Plan, Parks and Recreation Master Plan, Capital Improvement Plan, National Flood Insurance Program, applicable Town ordinances
- Identification of potential grant funding opportunities
- Time/effort and recommended elemental phasing for design elements
- Elemental planning and design services, construction management

III. SCOPE OF SERVICES

The Town is seeking to contract with one firm with multi-faceted experience working with Parks and Recreation projects, but may also consider a team of qualified firms, which could include subconsultants. Such experience may include, but is not necessarily limited to, the following:

- Landscape Architectural Design
- Survey
- Environmental Services and Permits – Including CAMA Permitting

- Civil Engineering
- Architectural and/or Structural Engineering
- Cost Estimating
- Grant Funding Administration
- Construction Management and Administration

IV. SUBMISSION REQUIREMENTS

The selection of a firm will be based on the overall qualifications as presented in the detailed SOQ. The presence or absence of one or more of the items listed below, except for those items required by law, shall not be completely disqualifying but shall be taken into consideration when evaluating each firm. Qualification statements should address the following:

1. Letter of interest containing the Consulting Firm's name and office location responsible for the project. Contact information for firm including principals authorized to conduct negotiations for the Consulting Firm. The letter should also include the Firm's interest in performing and understanding of the required services. Additionally, a statement indicating the proposal will remain valid for a period of three months from its submission and thereafter until the Firm withdraws or a contract is executed, whichever first occurs should be included in the letter.
2. Key Project Team Member qualifications, including subconsultants. Applicable individual and corporate North Carolina licensing and/or certification information should also be included.
3. Relevant experience in design, permitting and construction administration of parks and recreational facilities and any other publicly funded governmental projects in North Carolina.
4. Brief overview and history of the firm. This should include an organizational chart and projected workload of assigned staff, including ability to meet an October 2023 closeout.
5. Project and Client references for related work. Be sure to include similar work performed in the past five years with client contact information and a narrative of park master planning approach. Also include a minimum of four examples of plan illustrations from previous projects.
6. Please keep all submitted SOQs to a maximum of 30 pages.

V. SELECTION CRITERIA

The considerations below will be utilized for selection of the firm. Final selection will be made by the Holden Beach Board of Commissioners after staff review and scoring of applications.

1. **Qualifications/Professional Expertise (30 points):** The Firm's recent experience, knowledge, and familiarity in conducting similar projects. The Firm's years of experience and ability to carry out projects on time and within budget will also be considered.

2. Management & Technical Expertise (20): The experience of the proposed Project Team in completing projects of this nature efficiently, and through administration of relevant grant funding. The history of grant writing success and services provided to municipalities should be included.

3. Local Knowledge & Permitting Experience (10): Strong consideration will be given to the team demonstrating knowledge of the local permitting processes and requirements. Recent experience in submitting similar projects in coastal NC areas will be relevant.

4. Past Performance (20): Relevant project references shall be provided. The Firm's ethical and professional standing and satisfactory performance under previous contracts, including years of experience and the ability to carry out projects on time and within budget will be considered. Positive client relationships will also be considered based on the four examples of plans and government references provided. The Town will review other factors directly applicable to the Firm's qualifications as provided for this project.

5. Approach (20): Description/understanding or required services. Narrative of master plan approach. Quality of illustrations.

VI. Selection Process

Responsive submittals will be thoroughly reviewed by the selection committee that will include Parks and Recreation and other Town staff. Following review, one or more Consulting Firms may be asked to provide additional information. Should the Town see a need to interview Consulting Firms, the interview will be scheduled as early as possible in the review process. Recommendation for the award of a contract will be made by the Parks and Recreation Department to the Board of Commissioners.

VII. CONDITIONS AND RESERVATIONS

The Town reserves the right to request substitution of any subconsultants. The Town also reserves the right to reject any or all responses to this RFQ, to waive technicalities, to advertise for a new RFQ response, or to accept any RFQ response deemed to be in the best interest of the Town. The selected firm/consultant(s) and all subconsultants may be required to submit an affidavit certifying compliance with the terms of the State of North Carolina's E-verify statute (NCGS 64-26).

A response to this RFQ is not to be construed as a contract, nor indicate commitment of any kind. The RFQ does not commit the Town to pay for costs incurred in the submission of a response to this RFQ or for any cost incurred prior to the execution of a final contract. The Consulting Firm shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent consulting firms in effect at the time the Consulting Firm's services are rendered. All plans, documents, reports, studies, and other data prepared by the Consulting Firm or its subcontractor will bear the endorsement of a person in the full employ of the Consulting Firm or its subcontractor(s) and duly registered/licensed in the appropriate professional category in the State of North Carolina.

It is an absolute requirement of the Town that the project work site and workforce be drug free and that associated individuals, including subcontractors, working on the project be free of prior or pending felony convictions. The qualifications statement should include a commitment to this requirement and an indication of the plan of the firm to ensure compliance with this requirement.

VIII. DELIVERABLES SCHEDULE

It is imperative that the deliverables identified in the project description be fulfilled by an October 2023 closeout and preferable before after selection and execution of a contract with the Consultant.

IX. CONTRACTING

Any contract developed for this work shall be enforced in accordance with the laws of the State of North Carolina. Any controversy or claim arising as a result of contracting shall be settled by action initiated in the appropriate division of the General Court of Justice in Brunswick County, North Carolina.

X. EQUAL EMPLOYMENT OPPORTUNITY

The local government of the Town of Holden Beach does not discriminate administering any of its programs and activities. The Consultant(s) awarded the contract for work will be required to assure that no person shall be denied employment or fair treatment, or in any way discriminated against on the basis of race, sex, religion, age, national origin, or disability.



Date: February 13, 2023
To: Commissioners and Mayor Holden
From: Chris Clemmons, Public Works Director
e.c.c.
Re: Request for Qualifications (RFQ) Stormwater Management & Consulting Services

As directed by the Board of Commissioners, staff solicited qualifications from firms from engineering firms for stormwater management and consulting services (Attachment 1). The submission deadline was January 19, 2023.

The Town received six responses to the RFQ, McGill Associates, WithersRavenel, W.K. Dickson & Co., Geosyntec, GPI and the Wooten Company (Attachments 2 – 7), which are included for your review. Staff reviewed the submittals for conformance to the RFQ. The responses submitted were in compliance, with the exception of The Wooten Company who did not provide a Proof of Certificate of Insurance as required in the RFQ.

In accordance with federal uniform guidance, staff prepared a ranking sheet (Attachment 8) for the Board's use. If the Board makes the selection of a firm, they can direct staff to bring a contract back for consideration.

Attachment 1

Town of Holden Beach Request for Qualifications Stormwater Management & Consulting Services

The Town of Holden Beach invites qualified professional engineering firms (PEF) to submit sealed proposals for qualifications to provide stormwater management policy and planning, infrastructure management and design, and consulting.

Request for Qualifications

The Town of Holden Beach (Town) is seeking Request for Qualifications (RFQs) from professional stormwater planning firms to lead and facilitate the development of a comprehensive Stormwater Feasibility Study, Cost of Service and Rate Study associated with a stormwater management plan for the Town.

Department Profile

The Town of Holden Beach is located in Brunswick County, North Carolina with a water system customer base of approximately 6,600 people and a seasonal population of approximately 15,000 people. The street system on Holden Beach consists of approximately 20 miles. Holden Beach has a tourism-based economy. Holden Beach's current stormwater infrastructure is a combination of public and private inlets/catch basins, pipes, and ditches. The Town of Holden Beach is seeking expertise in stormwater utility engineering and financial services to provide an overall comprehensive study to evaluate the feasibility of developing a stormwater management plan as well as assessing data to compile rate structures that will be needed to support the stormwater management program within the Town. The Town intends to award a contract to the firm whose solution most closely meets the requirements defined in this RFQ. The firm's ability to provide a clear project path and approach towards the successful implementation of a stormwater utility are critical factors in the selection process.

Initial Scope of Work

The initial scope of work for the stormwater development plan is generally described within the following elements:

1. The Vendor will be expected to evaluate and explore the current condition, material, location, and structural integrity of the existing stormwater system by means of survey, video inspection, or other means necessary. Make recommendations to correct any deficiencies or concerns with the existing system, make recommendations for new infrastructure to be installed, ranked in order of need, to include cost estimates and CIP (Capital Improvement Plans) within a master planning document.
2. The Vendor will need to provide stormwater consultant engineering services for stormwater and drainage conveyance, watershed management studies, stormwater modeling, and hazard mitigation, water quality, "nature-based" stormwater infrastructure, stormwater control measures, wetlands, geotechnical and stormwater

asset management, condition assessment and information management systems, including:

- Closed and open channel conveyance improvements, stormwater control measures, "nature-based" stormwater infrastructure, drainage improvement projects, asset management, stormwater information systems, and required supporting disciplines to complete such projects.
 - Engineering analysis, design of key stormwater features to include a partial or complete new installation, traditional and innovative stormwater system design, drainage and culvert system retrofits, energy dissipaters, traditional and innovative stormwater controls, and other associated features in designing a stormwater system at or near sea level.
3. The Vendor will develop a stormwater utility feasibility study that will address the specific needs of the Town. The study should include the following:
- Develop a primary stormwater management plan to include the possibility of a partial or new stormwater system.
 - Estimate potential cost to initiate and implement stormwater utility.
 - Develop a cost structure for operation and maintenance.
 - Determine possible rate structure models to be considered.
 - Provide matrix of proposed services a stormwater utility would provide to the residents of the Town.
 - Present options of fee structures for plan implementation to the Town Board.
4. The Vendor will assist in identifying, applying for and securing grants and other types of available funding.

Submittal of Qualifications

Interested firms shall submit five (5) copies for Request for Qualifications (RFQs). The RFQ will contain the following elements:

- **Introductory Letter** - Provide an introduction letter summarizing the unique qualifications of your firm to meet the needs of this project. The letter should be presented on the firm's official letterhead and signed by an authorized representative who has authority to enter into a contract with the Town on behalf of the firm. Include the name, address telephone and email address of the individual who serves as the point of contact for the solicitation.
- **Objectives** - The firm's preliminary interpretation of the objectives to be achieved in the development of the Cost of Service, Stormwater Management Plan, and Utility Rate Study.
- **Project Understanding, Approach and Schedule** - Provide a comprehensive narrative, outline, and/or graph demonstrating the firm's understanding and approach to accomplishing the tasks outlined in Scope of Work section of this RFQ.

A description of each task and deliverable as well as the anticipated schedule for accomplishing each shall be included.

- Provide Company Background
 - Include background information on the firm and provide detailed information regarding the firm's experience with similar projects. Provide a list of all similar contracts in the past five years, accompanied by at least three references (contact person, organization, telephone number and email address).
 - How many years has your company been in business?
 - Please describe the ownership of your organization (Sole proprietorship, partnership, privately or publicly held corporation). If a corporation, please provide evidence that the firm is in good standing and qualified to conduct business in North Carolina.
 - How many stormwater utilities are you currently engaged with and providing assistance? How many of these are within coastal communities in North Carolina? Please provide examples.
- Experience – Provide specific project experience in working with similar organizations in leading, facilitating, and developing plans as described in the RFQ. Each example should include the name and size of the organization as well as a short description/overview of the services provided. Please provide the name, title, and contact information for a person(s) from the organization familiar with the services the firm provided.
 - Project Team Experience – Provide proposed staffing, deployment, and personnel to be assigned to this project. This shall include information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. Also please include, a project-specific organizational chart which clearly illustrates the roles, responsibilities, and the reporting relationships of personnel anticipated to work on this project. The project manager should be clearly identified with qualifications, experience, and expertise highlighted as directly relevant to this project.
- Include Proof of Certificate of Insurance (COI) and appropriate licenses.
- Information on stormwater infrastructure grant money obtained by your company.
- Preferences will be given to firms who can demonstrate a successful track record in the assistance in obtaining grants.

The RFQ schedule is summarized below:

- 11/21/22 – Issue and publicize Request for Qualifications.
- 12/15/22 – Vendor pre-qualifications questions due by 2:00 p.m.
- Any questions regarding the RFQ must be in writing via email to heather@hbtownhall.com and it is the responsibility of the service provider to confirm receipt by the Town: Questions should reference the RFQ page number and section.
- 12/22/22 – Response to prequalified questions sent to all registered vendors by 2:00 p.m.
- Responses will made available via the provided email address that the service providers have confirmed.

- 01/19/23 – Vendor proposals due by 2:00 p.m.
 - Proposals must be submitted to:
Heather Finnell, 110 Rothschild Street, Holden Beach, NC 28462
 - 1/26/23 – Town Review Team evaluates qualifications for conformance to RFQ.
 - 2/21/23 – Qualified firm(s) is chosen, interviews and finalization of Statement of Work
 - February – March 2023 – Enter negotiations; execute a professional services agreement.
- *Dates subject to change.

The Town of Holden Beach will receive sealed RFQs from interested firms until 2:00 p.m. (EST) on January 19, 2023, at the above-mentioned addresses. Envelopes and/or parcels containing the RFQ should be clearly labeled “Stormwater Management/ Cost of Service/ Utility Rate Studies – Request for Qualifications.”

Evaluation Criteria

If an award is made, it is expected that the Town’s award will be to the candidate(s) whose qualifications best meet the requirements of the project(s) described in this RFQ and that are in the best interest of the Town. The evaluation criteria are intended to be used to make a recommendation to the Town Manager and the Town Board regarding the award of the contract. However, they are not bound to use criteria detailed herein exclusively or to award on the basis of recommendation given. The Town reserves the right to change and to otherwise vary from this procedure as it determines to be in the Town’s best interest.

Firms will not be considered unless the following minimum qualifications are met:

- Firm(s) must be properly registered with the North Carolina Board of Registration for Professional Engineers and Land Surveyors; and
- Firm(s) must employ at least one (1) North Carolina Registered Professional Engineer in responsible charge of the work anticipated as a result of this solicitation.

Non-exclusive evaluation criteria are as follows and will be used in the solicitation process to determine the firm that represents the best value solution for the Town:

- Ability to provide a clear project plan and proposed approach towards the successful implementation of a stormwater management plan and stormwater utility. 20%
- Project management approach and process. 20%
- Relevant experience, expertise, and qualification of the firm(s) and project team members. 20%
- Similar experience in stormwater engineering with municipalities. 15%
- Depth of team and ability to respond to urgent request. 15%
- Proposal package responsiveness, appearance, and presentation. 10%
- Previous experience working with the Town of Holden Beach.
- Familiarity with the Town of Holden Beach, NC region and permitting processes.

Award Procedures

The Town reserves the right to make an award without further discussion of the proposals received. Therefore, it is important that the proposal be submitted initially on the most favorable terms from both a technical and feasibility standpoint. It is understood that any proposal submitted will become part of the public record. A proposal may be rejected if it is incomplete. The Town may reject any or all proposals and may waive any immaterial deviation in a proposal.

At a minimum, proposals will be evaluated based upon the criteria above, as well as assessments and comparisons that include evaluations of skills/experience, client service and references, and/or factors. The Town may accept the proposal that best serves it's needs, as determined by Town officials in their sole discretion. More than one proposal from an individual, firm, partnership, corporation, or association under the same name or different names, will not be considered. The Town does not have the authority to establish local preferences of any kind and is bound by law to take into consideration quality, performance, and time specified in the proposals for the performance of the contract. However, it is the desire of the Town to contract with vendors and contractors familiar with local conditions whenever possible.

RFQ Review & Evaluations

After receipt of the RFQs, the Board of Commissioners will review and evaluate the content and qualifications presented in each package. By submission of qualifications in response to this RFQ, respondent acknowledges and accepts that determination of the "most qualified" firm may require subjective judgments by the Town. The Town will provide written notification to all firms regarding final selection by TBD.

Negotiations

Upon completion of the selection process, the highest ranked firm will be asked to submit a cost proposal to begin contract negotiations for a fair and reasonable price. If an agreement cannot be made with the top scoring firm/team, the Town will move on to the next highest scoring firm/team until a contract is executed, or the Town, in its sole discretion, may decide to terminate the selection process. If the Town is unsuccessful in receiving a price proposal which is agreeable, the Town may decide to terminate the selection process.

RFQ Point of Contact

Questions regarding this RFQ shall be directed to:
Chris Clemmons
Public Works Director
Town of Holden Beach
pworks@hbtownhall.com

**Town of Holden Beach
Request for Qualifications
Stormwater Management & Consulting Services**

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RFQ Point of Contact

Questions regarding this RFQ shall be directed to:

Chris Clemmons

Public Works Director

Town of Holden Beach

pworks@hbtownhall.com

FIRM	Ability to Provide a Clear Project Plan/Proposed Approach (20%)	Project Management Approach & Process (20%)	Relevant Experience, Expertise & Qualifications (20%)	Smiliar Experience with Municipalities (15%)	Depth of Team and Ability to Respond to Urgent Request (15%)	Package Responsiveness & Presentation (10%)
Geosyntec Consultants						
McGill Associates						
Wooten Company						
WithersRaveneI						
Greenman-Pedersen, Inc.						
WK Dickson						

Please rank firms 1 - 6, with 6 being the highest. Each number can only be used once in each column. See example below.

FIRM	Ability to Provide a Clear Project Plan/Proposed Approach (20%)
Firm 1	2
Firm 2	4
Firm 3	6
Firm 4	3
Firm 5	1
Firm 6	2

From: patricia kwiatkowski pattykwiatkowski@gmail.com
Subject: Fwd: Audit Committee memo 13 February 2023
Date: Feb 13, 2023 at 1:09:41 PM
To: patricia kwiatkowski pattykwiatkowski@gmail.com

Two firms were evaluated by the THB Audit Committee for suitability to be contracted to perform the external audits of the Town's financial statements for Fiscal Years 22/23, 23/24 and 24/25. The qualifications of Martin Starnes & Associates, CPAs, P.A. and SharpePatelCPA were measured using the RFP scoring tool developed by a previous Audit Committee.

Based upon the scoring tool evaluations, the Audit Committee recommends that the BOC authorize the Town Manager to contract with *Sharpe-Patel CPA*.
The results of the scoring tool are provided.



13 Feb 2023

RAW SCORE KEY 0 - 10
 10=EXCELLENT
 5=AVERAGE
 0= UNACCEPTABLE

TOWN OF HOLDEN BEACH
 REQUEST FOR PROPOSAL FOR AUDIT SERVICES
 February 13, 2023
 RFP SCORING TOOL

SELECTION CRITERIA	WEIGHTED VALUE	Martin Starnes & Associates, CPAs, P.A.		Sharpe Patel CPA					
		Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
THE FIRM'S MUNICIPAL AUDIT EXPERIENCE Indicate the number of people (by level) located within the local office that will handle the audit. Provide a list of the local office's current and prior government audit clients, indicating the type(s) of services performed and the number of years served for each. Indicate the experience of the local office in providing additional services to government clients by listing the name of each government, the type(s) of service performed and the year(s) of engagement.	10	10	100	6	60	0	0	0	0
PEER REVIEW Describe your audit organization's participation in the AICPA-sponsored or comparable quality control programs (peer review).	5	10	50	10	50	0	0	0	0
REFERENCES/REPUTATION REVIEW Provide names, addresses, telephone numbers and email addresses of personnel of current and prior audit clients who may be contacted for a reference. Describe any regulatory action taken by any oversight body against the proposing audit organization or local office.	10	10	100	6	60	0	0	0	0
PROFESSIONAL CERTIFICATION, EDUCATION AND EXPERIENCE OF PERSONNEL ASSIGNED TO THE AUDIT Describe the professional experience in governmental audits of each senior and higher-level person assigned to the audit, the years on the job, and his/her position while on each audit. Indicate the percentages of time each senior and higher-level personnel will be onsite. Describe the relevant educational background of each person assigned to the audit, senior level and higher. This should include seminars and courses attended within the past three years, especially those courses in governmental accounting and auditing. Describe the professional experience of assigned individuals in auditing relevant government organizations, programs, activities or functions (e.g., utilities, solid waste) Describe any specialized skills, training or background in public finance of assigned individuals. This may include participation in state or national professional organizations, speaker or instructor roles in conferences or seminars or authorship of articles and books. Describe how the firm meets professional independence standards.	20	10	200	10	200	0	0	0	0
AUDIT APPROACH Explanation of the type of audit program used (tailor made, standard government or standard commercial). Explanation of the use of statistical sampling. Explanation of the use (if any) of computer audit specialists. Organization of the audit team and the approximate percentage of time spent on the audit by each member. Information that will be contained in the management letter. Assistance expected from the government's staff, if other than outlined in the RFP. Tentative schedule for completing the audit within the specified deadlines of the RFP. Ability to meet stated deadline	20	10	200	9	180	0	0	0	0
FEES/COST Specify costs using the Summary of Audit Costs Sheet on page 8 for each of the three (3) audit years. Cost estimates must indicate the basis for charges and whether the amount is a "not-to-exceed" amount. Explanation of additional charges outside of the original scope of work. If applicable, note the firm's method of determining increases in audit costs on a year to year basis.	30	4	120	10	300	0	0	0	0

RAW SCORE KEY 0 - 10
 10=EXCELLENT
 5=AVERAGE
 0= UNACCEPTABLE

TOWN OF HOLDEN BEACH
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SELECTION CRITERIA	WEIGHTED VALUE	Martin Starnes & Associates, CPAs, P.A.		Sharpe Patel CPA					
		Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
OTHER CONSIDERATIONS Did the firm follow all instructions in submitting the proposal? Completeness and overall quality of RFP Describe liability insurance coverage arrangements.	5	10	50	8	40	0	0		0
SUBTOTAL RAW SCORE		64		59		0			
SUBTOTAL WEIGHTED SCORE			820		890		0		
WEIGHTED SUBTOTAL SCORE as a %			82.0%		89.0%				



Holden Beach Police Department
Chief Jeremy Dixon

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

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

Feb 2, 2023

To: Holden Beach Board of Commissioners


CC: David Hewett, Town Manager
Heather Finnell, Town Clerk

Ref: Ordinance 130.01 Discharge of Firearms Prohibited (From Dec '22 BOC Meeting)

As discussed during the December 2022 BOC regular meeting, it was noted that our current discharge of a firearm ordinance was dated and provided an exception to the rule by permission of the Chief of Police. After careful consideration by the Police Chief and review by the town attorney, the following modification to the ordinance is recommended. (Attachment 1)

Staff recommends adopting Ordinance 130.01 as modified in Attachment 1.

Respectfully submitted,


Jeremy Dixon, Chief of Police
Holden Beach Police Department

ORDINANCE 23-03
AN ORDINANCE AMENDING THE HOLDEN BEACH CODE OF ORDINANCES,
SECTION 130.01 DISCHARGE OF FIREARMS PROHIBITED; EXCEPTIONS

BE IT ORDAINED BY the Mayor and Board of Commissioners of the Town of Holden Beach, North Carolina, that Section 130.01 Discharge of Firearms Prohibited; Exceptions be amended as follows.

Section One: Amend Section 130.01 to read as follows:

§ 130.01 DISCHARGE OF FIREARMS PROHIBITED; EXCEPTIONS.

~~It shall be unlawful for a person to shoot or project any stone, rock, shot, or other hard substance by means of a slingshot, bean shooter, air rifle, popgun, bow, or other similar contrivance, or to fire any pistol, gun, or other firearms within the town except on archery ranges, firing ranges, or in legally established shooting galleries or ranges, or in the discharge of duty by law enforcement officers, provided that the use of firearms in the destruction of rodents, pigeons, squirrels, or similar animals or birds or reptiles that are considered to be a menace to public health or property may be permitted by special permission of the Chief of Police.~~

It shall be unlawful to discharge any firearm or air gun as defined by the US Bureau of Alcohol, Tobacco, Firearms and Explosives within the town limits except;

- 1) In defense of life or property; or
- 2) By law enforcement officers, animal control officers, or members of the armed services while acting in the performance of their duties; or
- 3) During historic ceremonies or commemoration functions held for such purposes provided that no live ammunition shall be used or discharged; or
- 4) When executing a state Depredation Permit issued by the NC Wildlife Resources Commission or a licensed Wildlife Control Agent, consistent with any restrictions imposed.

('85 Code, § 3-1.1) (Ord. 4, passed - -) (Passed Feb 21, 2023) Penalty, see § 130.99

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 21st day of February, 2023.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk



Date: February 15, 2023
To: Commissioners and Mayor Holden
From: Daniel McRainey, Finance Officer
Re: Ordinance 23-04, An Ordinance Amending Ordinance 22-14, The Revenues and Appropriations Ordinance for Fiscal Year 2022 - 2023

This amendment is to recognize revenue from the sale of retired trucks and to allocate these funds to go towards the purchase of a new truck for the Public Works Department.

The suggested motion is approval of Ordinance 23-04.

TOWN OF HOLDEN BEACH

ORDINANCE NO. 23-04

AN ORDINANCE AMENDING ORDINANCE 22-14, THE REVENUES AND APPROPRIATIONS ORDINANCE FOR FISCAL YEAR 2022-2023 (AMENDMENT NO. 11)

Be it ordained by the Mayor and Board of Commissioners of the Town of Holden Beach, North Carolina, that Ordinance No. 22-14 appropriating funds for fiscal year 2022-2023 be amended as follows:

REVENUE

SALE OF FIXED ASSETS	30.0383.0000	<u>7,987.50</u>	INCREASE
<u>TOTAL</u>		<u>7,987.50</u>	

EXPENSE

WATER CP OUTLAY - VEHICLES	30.0810.7403	<u>7,988.50</u>	INCREASE
<u>TOTAL</u>		<u>7,988.50</u>	

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

This is the 21st day of February, 2023.

ATTEST:

J. Alan Holden, Mayor

Heather Finnell, Town Clerk