



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

**Wednesday, February 7, 2024  
2:00 PM**

**Holden Beach Town Hall  
Public Assembly**



**TOWN OF HOLDEN BEACH  
BOARD OF COMMISSIONERS' SPECIAL MEETING  
HOLDEN BEACH TOWN HALL – PUBLIC ASSEMBLY  
WEDNESDAY, FEBRUARY 7, 2024 – 2:00 P.M.**

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1. Call to Order
2. Public Comment
3. Discussion and Possible Action on Accepting Bids for Harbor Acres Dredge Project and Acceptance of a Grant from the Division of Water Resources for the Project – Assistant Town Manager Ferguson (Mayor Holden) (Pages 1 – 44)
4. Budget Workshop
  - a. 2024 Vision, Goals & Priorities (Pages 45 – 47)
  - b. Public Works (Pages 48 – 53)
  - c. Parks and Recreation (Pages 48, 54 – 56)
5. Discussion and Possible Approval of Resolution 24-02, Resolution Confirming Support of the Key Bridge Foundation ADA Mediation Agreement – Mayor Pro Tem Myers and Commissioner Thomas (Pages 57 – 59)
6. Discussion and Possible Action Related to Mr. Green’s Contract with the Town of Holden Beach – Mayor Pro Tem Myers and Commissioner Thomas (Pages 60 – 64)
7. Discussion and Possible Action on Hiring an Attorney for the Town of Holden Beach – Mayor Pro Tem Myers and Commissioner Thomas (Pages 65 – 69)
8. Adjournment

\* Visit <https://www.facebook.com/holdenbeachtownhall/> to watch the livestream of the meeting. Public comments can be submitted to [heather@hbtownhall.com](mailto:heather@hbtownhall.com) prior to 9:00 a.m. on February 7, 2024.



Town of Holden Beach  
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

FROM: Assistant Town Manager Ferguson

MEETING DATE: 2/7/2024

DATE SUBMITTED: 2/5/2024

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**ISSUE/ACTION REQUESTED:** Discussion and possible action in accepting bids for a bucket to barge dredge of Harbor Acres subdivision entrance canal and the acceptance of a grant from the Division of Water Resources for the project.

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**BACKGROUND/PURPOSE OF REQUEST:** Harbor Acres subdivision requests a dredge of approximately 2400 cy of material from the entrance canal to return the entrance to desired safe navigation depths.

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**FISCAL IMPACT:** (circle one) No additional financial impact. It is covered under assessments collected through Harbor Acres property owners.

BUDGET AMENDMENT REQUIRED: YES/NO

CAPITAL PROJECT ORDINANCE REQUIRED: YES/NO

PRE-AUDIT CERTIFICATION REQUIRED: YES/NO- N/A

REVIEWED BY FINANCE DIRECTOR: YES/NO- N/A

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**CONTRACTS/AGREEMENTS:** (circle One)

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

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**ADVISORY BOARD RECOMMENDATION:** The canal dredging working group gave their approval for both the project and the grant at a meeting on 2/2/24.

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**TOWN MANAGER'S RECOMMENDATION:** Approval and award of most responsive bid; direct town manager to execute grant contract and notice to proceed regardless of bid timing receipt scenario.

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**FINANCE RECOMMENDATION:** N/A

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## ATTACHMENTS

1. Staff memo
2. Grant Packet
3. Bid Advertisement
4. Bid Tab (supplied at meeting, bid opening scheduled for 2/6 at 2 p.m.)



Date: February 2, 2024

To: Mayor Holden and Board of Commissioners

From: Christy Ferguson, Assistant Town Manager   
 Town Manager- In Turn

Re: Harbor Acres Subdivision Canal Dredging

Harbor Acres subdivision working group communicated a desire to move ahead with dredging on the entrance canal because of navigation safety concerns. The town has actively pursued permitting for a bucket-to-barge operation that will require the contractor to remove approximately 2400 cy of material. At the time of this memo, our engineer reports that one final water quality certification remains and the Corps is ready to issue its permit once the certification is received. The state is requesting the BOC to act on the attached grant as soon as possible because it still needs to be countersigned on their side before any work can begin and the program manager suggests this can take some time.

Note: To honor the state's request, February 7th is the first meeting that would allow the BOC to act on the grant contract. A bid opening is scheduled to be held February 6 at 2:00 p.m. and as such the bid tab cannot be included in this packet and will need to be supplied at the meeting on February 7<sup>th</sup>. If three bids are received, bids can be opened on February 6<sup>th</sup> and the BOC can entertain accepting the bid and accepting the grant. If three bids are not received, we will need to readvertise. In the event of the second scenario unfolding, the BOC might consider delegating authority to the manager to execute the contract if the bid requirements are met on the second solicitation to expedite the process and comply with the state's request.

**STATE OF NORTH CAROLINA**  
**North Carolina Department of Environmental Quality**  
**Financial Assistance Agreement**

**GRANTEE'S FEDERAL IDENTIFICATION NUMBER: \*\*\_\*\*\*4997**

This financial assistance agreement is hereby made and entered into, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and the **TOWN OF HOLDEN BEACH** (the "Grantee"<sup>1</sup>).

- 1.0 Audit and Other Reporting Requirements of the Local Government Commission:** If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (Local Government Budget and Fiscal Control Act), the Grantee understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.
- 2.0 Contract Documents:** The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:
- 2.1 State's General Terms and Conditions (Attachment A).
  - 2.2 Notice of Certain Reporting and Audit Requirements (Attachment B).
  - 2.3 Grantee's Conflict of Interest Policy and Grantee's No Conflict of Interest Certification (Attachment C)
  - 2.4 Grantee's Certification of No Overdue Tax Debts (Attachment D)
  - 2.5 Department's Request for Proposal ("RFP") (Attachment E).
  - 2.6 Grantee's Response to RFP, including scope of work, line item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment F).

Together, these documents (the "Contract Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Contract Cover or to any other Contract Document may only be made through written amendments processed by the Department's Financial Services Division. Any such written amendment must be duly executed by an authorized representative of each party prior to the contract expiration date.

- 3.0 Precedence Among Contract Documents:** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 2.0 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
- 4.0 Contract Period:** This Agreement shall be effective from the date upon which all parties have signed to **May 15, 2024**, inclusive of those dates.
- 5.0 Grantee's Duties:** As a condition of the grant award, the Grantee agrees to:

<sup>1</sup> The contract documents attached hereto may at times use alternative terms to describe the Grantee. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "recipient," "applicant," or "participant."

**GRANT CONTRACT NO. 100110-000**  
**Harbor Acres Canal Dredging**

- 5.1 Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment F), adhering to all budgetary provisions set out therein throughout the course of performance.
  - 5.2 Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.
  - 5.3 Comply with the requirements of 09 NCAC 03M.0101, *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
  - 5.4 Comply with the applicable provisions of Attachment B, Notice of Certain Reporting and Audit Requirements.
  - 5.5 Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, or (ii) until all audit exceptions have been resolved, whichever is longer.
  - 5.6 Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
  - 5.7 Obtain written approval from the Department's Contract Administrator (see § 14 below) prior to making any subaward or subgrant not already described in the Award Proposal.
  - 5.8 Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.
  - 5.9 Take reasonable measures to ensure that any subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Grantee to comply with such terms, conditions, restrictions and requirements.
- 6.0 Historically Underutilized Businesses:** Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.
- Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this contract. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (984) 236-0130.
- 7.0 Department's Duties:** The Department shall pay the Grantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.
- 8.0 Total Award Amount:** The amount of awarded funds paid by the Department to the Grantee under this Agreement shall not exceed **\$257,850.00** (the "Amount of Award"). This amount consists of:

**GRANT CONTRACT NO. 100110-000  
Harbor Acres Canal Dredging**

*Funding:*

Type of Funds	Funding Source	CFDA No.
Receipt	North Carolina Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund	N/A

*Account Coding Information:*

Dollars	Agency	Budget Fund	Natural Account
\$257,850.00	1600	205121	56900014

*Grantee Matching Information:*

- 8.1 There are no matching requirements from the Grantee.
- 8.2. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

<input type="checkbox"/>	In-Kind	\$
<input type="checkbox"/>	Cash	\$
<input type="checkbox"/>	Cash and In-Kind	\$
<input type="checkbox"/>	Other / Specify:	\$

- 8.3 The Grantee's matching requirement is **\$85,950.00**, which shall consist of:

<input type="checkbox"/>	In-Kind	\$
<input checked="" type="checkbox"/>	Cash	\$85,950.00
<input type="checkbox"/>	Cash and In-Kind	\$
<input type="checkbox"/>	Other / Specify:	\$

- 8.4 The Grantee is committing to an additional **\$0** to complete the project or services described in the Award Proposal.

Based on the figures above, the **Total Contract Amount** is **\$343,800.00**.

**9.0 Invoice and Payment:** The award funds shall be disbursed to the Grantee in accordance with the following provisions:

- 9.1 The Grantee shall submit invoices to the Department's Contract Administrator at least quarterly. The final invoice must be received by the Department within forty-five (45) days following the date on which termination or expiration of this Agreement becomes effective. Amended or corrected invoices must be received by the Department's Financial Services Division within six (6) months of such date. Any invoice received thereafter shall be returned without action.
- 9.2 The Department shall reimburse the Grantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department. As used herein, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried



out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment F.

- 10.0 Grantee's Fiscal Year:** The Grantee represents that its fiscal year is from July 1st to June 30th.
- 11.0 Availability of Funds:** The Grantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.
- 12.0 Reversion of Unexpended Funds:** The Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.
- 13.0 Supplantation of Expenditure of Public Funds:** The Grantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Grantee would otherwise expend to carry out the project or services described in the Award Proposal.
- 14.0 Contract Administrators:** Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

<b>Grantee Contract Administrator</b>	<b>Department's Contract Administrator</b>
Christy Ferguson Town of Holden Beach  110 Rothschild Street Holden Beach NC 28462 Telephone: (910) 842-6488 Email: <a href="mailto:christy.ferguson@hbtownhall.com">christy.ferguson@hbtownhall.com</a>	Kevin Hart North Carolina Department of Environmental Quality, Division of Water Resources 1617 Mail Service Center Raleigh NC 27699-1617 Telephone: (919) 707-3607 Email: <a href="mailto:kevin.hart@deq.nc.gov">kevin.hart@deq.nc.gov</a>

- 15.0 Assignment:** The Grantee may not assign its obligations or its rights to receive payment hereunder.
- 16.0 Procurement:** The Grantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:
  - 16.1 None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Grantee shall be contracted without prior written approval from the Department.
  - 16.2 In the event the Grantee or any subrecipient of the Grantee contracts for any of the work to be performed hereunder, the Grantee shall not be relieved of any duties or responsibilities herein set forth.
  - 16.3 The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, 143-59.2 or 147.86.60.
- 17.0 Subawards:** The Grantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Grantee of any duties or responsibilities herein set forth.

- 18.0 Title VI and Other Nondiscrimination Requirements:** Throughout the course of its performance hereunder, the Grantee shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:
- 18.1 Title VI of the Civil Rights Act of 1964, as amended;
  - 18.2 Civil Rights Restoration Act of 1987, as amended;
  - 18.3 Section 504 of the Rehabilitation Act of 1973, as amended;
  - 18.4 Age Discrimination Act of 1975, as amended;
  - 18.5 Titles II and III of the Americans with Disabilities Act of 1990, as amended;
  - 18.6 Title IX of the Education Amendments of 1972, as amended;
  - 18.7 Part III of Executive Order No. 11246 (September 24, 1965), as amended; and
  - 18.8 Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Grantee agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Grantee receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

The Grantee understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Grantee agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

- 19.0 E-Verify:** To the extent applicable, the Grantee represents that it and each of its subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.
- 20.0 Termination by Mutual Consent:** This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.
- 21.0 Survival:** Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.
- 22.0 Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

IN WITNESS WHEREOF, the Grantee and the Department execute this Agreement by their duly authorized representatives on the day and year below.

**TOWN OF HOLDEN BEACH**

**NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY**

\_\_\_\_\_  
Grantee's Signature

\_\_\_\_\_  
Department Signature or Authorized Assignee

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT A  
GENERAL TERMS AND CONDITIONS  
GOVERNMENT ENTITIES**

- 1.0 Definitions:** Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.
- 1.1 "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority, or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
  - 1.2 "Audit" means an examination of records or financial accounts to verify their accuracy.
  - 1.3 "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
  - 1.4 "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
  - 1.5 "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
  - 1.6 "Fiscal Year" means the annual operating year of the non-State entity.
  - 1.7 "Financial Assistance" means assistance that non- State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
  - 1.8 "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
  - 1.9 "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
  - 1.10 "Grantee" has the meaning in NCGS 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
  - 1.11 "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
  - 1.12 "Non-State Entity" has the meaning in NCGS 143C- 1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.

- 1.13 "Public Authority" has the meaning in NCGS 159- 7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- 1.14 "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- 1.15 "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- 1.16 "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to NCGS 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- 1.17 "Sub-Grantee" has the meaning in NCGS 143C-6- 23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- 1.18 "Unit of Local Government has the meaning in NCGS 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city- county as defined by NCGS 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

## 2.0 Relationships of the Parties

- 2.1 **Independent Contractor:** The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.
- 2.2 **Subcontracting:** To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.
- 2.3 **Sub-grantees:** The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.
- 2.4 **Assignment:** The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:
  - 2.4.1 Forward the Grantee's payment check(s) directly to any person or entity designated

by the Grantee, or

- 2.4.2 Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).
  - 2.4.3 Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.
- 2.5 **Beneficiaries:** Except as herein specifically provided otherwise, this Contract inures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any third person receiving services or benefits under this Contract is an incidental beneficiary only.

### 3.0 Indemnity

- 3.1 **Indemnification:** In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

- 3.2 **Insurance:** During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:

- 3.2.1 **Worker's Compensation:** The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.
- 3.2.2 **Commercial General Liability:** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- 3.2.3 **Automobile:** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at all times with

the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

#### **4.0 Default and Termination**

- 4.1 Termination by Mutual Consent:** Either party may terminate this agreement upon sixty (60) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.
- 4.2 Termination for Cause:** If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.
- 4.3 Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.
- 5.0 Availability of Funds:** The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.
- 6.0 Force Majeure:** Neither party is in default of its obligations hereunder if it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- 7.0 Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
- 8.0 Intellectual Property Rights**
- 8.1 Copyrights and Ownership of Deliverables:** Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environmental Quality a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North

Carolina State Government purposes only.

- 9.0 Compliance with Laws:** The Grantee understands and agrees that it is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 10.0 Equal Employment Opportunity:** The Grantee understands and agrees that it is subject to compliance with all Federal and State laws relating to equal employment opportunity.
- 11.0 Confidentiality:** As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.
- 12.0 Access to Persons and Records:**
  - 12.1 During, and after the term hereof during the relevant period required for retention of records by State law (G.S. 121-5, 132-1 *et seq.*, typically five years), the State Auditor and any Purchasing Agency's internal auditors shall have access to persons and records related to the Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9). However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.
  - 12.2 The following entities may audit the records of this contract during and after the term of the contract to verify accounts and data affecting fees or performance:
    - 12.2.1 The State Auditor.
    - 12.2.2 The internal auditors of the affected department, agency or institution.
    - 12.2.3 The Joint Legislative Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission.
  - 12.3 The Joint Legislative Commission on Governmental Operations has the authority to:
    - 12.3.1 Study the efficiency, economy and effectiveness of any non-State entity receiving public funds.
    - 12.3.2 Evaluate the implementation of public policies, as articulated by enacted law, administrative rule, executive order, policy, or local ordinance, by any non-State entity receiving public funds.
    - 12.3.3 Investigate possible instances of misfeasance, malfeasance, nonfeasance, mismanagement, waste, abuse, or illegal conduct by officers and employees of a non-State entity receiving, directly or indirectly, public funds, as it relates to the officer's or employee's responsibilities regarding the receipt of public funds.
    - 12.3.4 Receive reports as required by law or as requested by the Commission.
    - 12.3.5 Access and review
      - 12.3.5.1 Any documents or records related to any contract awarded by a State agency, including the documents and records of the contractor, that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance; and
      - 12.3.5.2 Any records related to any subcontract of a contract awarded by a



State agency that is utilized to fulfill the contract, including, but not limited to (i) records related to the drafting and approval of the subcontract, and (ii) documents and records of the contractor or subcontractor that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance.

- 12.4 The Joint Legislative Commission on Governmental Operations has the power to:
- 12.4.1 Compel access to any document or system of records held by a non-State entity receiving, directly or indirectly, public funds, to the extent the documents relate to the receipt, purpose or implementation of a program or service paid for with public funds.
  - 12.4.2 Compel attendance of any officer or employee of any non-State entity receiving public funds, provided the officer or employee is responsible for implementing a program or providing a service paid for with public funds.
- 12.5 Unless prohibited by federal law, the Commission and Commission staff in the discharge of their duties under this Article shall be provided access to any building or facility owned or leased by a non-State entity receiving public funds provided (i) the building or facility is used to implement a program or provide a service paid for with public funds and (ii) the access is reasonably related to the receipt, purpose, or implementation of a program or service paid for with public funds.
- 12.6 Any confidential information obtained by the Commission shall remain confidential and is not a public record as defined in G.S. 132-1.
- 12.7 Any document or information obtained or produced by Commission staff in furtherance of staff's duties to the Commission is confidential and is not a public record as defined in G.S. 132-1.
- 12.8 A person who conceals, falsifies, or refuses to provide to the Commission any document, information, or access to any building or facility as required by this Article with the intent to mislead, impede, or interfere with the Commission's discharge of its duties under this Article shall be guilty of a Class 2 misdemeanor.
- 13.0 Record Retention:** The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of six (6) years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than six (6) years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the six (6) year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six (6) year period described above, whichever is later.
- 14.0 Time Records:** The Grantee will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.
- 15.0 Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction,

interpretation, and enforcement shall be determined.

- 16.0 Amendment:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.
- 17.0 Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.
- 18.0 Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.
- 19.0 Time of the Essence:** Time is of the essence in the performance of this Contract.
- 20.0 Care of Property:** The Grantee agrees that it is responsible for the proper custody and care of any State-owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage. Ownership of equipment purchased under this contract rests with the Grantee. As it relates to software development or study results, ownership rests with the Agency. In the event that clarification of ownership is required, the Agency Contract Administrator will make the determination.
- 21.0 Travel Expenses:** All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.
- 22.0 Sales/Use Tax Refunds:** If eligible, the Grantee and all Sub-Grantees shall:
  - 22.1 Ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to NCGS 105-164.14; and;
  - 22.2 Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
- 23.0 Advertising:** The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.
- 24.0 Recycled Paper:** The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.
- 25.0 Sovereign Immunity:** The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.
- 26.0 Gratuities, Kickbacks or Contingency Fee(s):** The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.
- 27.0 Lobbying:** The Grantee certifies that it:
  - 27.1 Has neither used nor will use any appropriated funds for payments to lobbyist;
  - 27.2 Will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and;
  - 27.3 Will file quarterly updates about the use of lobbyists if material changes occur in their use.

**28.0 Gifts: Per NCGS § 133-32:** It is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- 28.1 Have a contract with a governmental agency; or
- 28.2 Have performed under such a contract within the past year; or
- 28.3 Anticipate bidding on such a contract in the future

## **ATTACHMENT B**

### **Notice of Certain Reporting and Audit Requirements**

A recipient or subrecipient shall comply with all rules and reporting requirements established by statute or administrative rules found in 09 NCAC Subchapter 3M. For convenience, the requirements of 09 NCAC Subchapter 3M.0205 are set forth in this Attachment.

#### **1.0 Reporting Thresholds**

There are three reporting thresholds established for recipients and subrecipients receiving State awards of financial assistance. The reporting thresholds are:

- 1.1 Less than \$25,000 – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
  - 1.1.1. A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
  - 1.1.2. An accounting of all State financial assistance received, held, used, or expended.
- 1.2 \$25,000 up to \$500,000 - A recipient or subrecipient that receives, holds uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) but less than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
  - 1.2.1 A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
  - 1.2.2 An accounting of all State financial assistance received, held, used, or expended.
  - 1.2.3 A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
- 1.3 Greater than \$500,000 – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in the amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
  - 1.3.1. A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
  - 1.3.2. An accounting of all State financial assistance received, held, used, or expended.
  - 1.3.3. A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
  - 1.3.4. A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

#### **2.0 Other Provisions**

- 2.1 All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
- 2.2 Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with

cost principles outlined in the Code of Federal Regulations, 2CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.

- 2.3 Notwithstanding the provisions of 09 NCAC 03M .0205, a recipient may satisfy the reporting requirements of Part (3)(D) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.
- 2.4 Agency-established reporting requirements to meet the standards set forth in this Subchapter shall be specified in each recipient's contract.



## **CONFLICT OF INTEREST POLICY**

### **Conflict of Interest Defined:**

A conflict of interest is defined as an actual or perceived interest by a (Staff Member/Member of the Board of Commissioners) in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain. A conflict of interest occurs when an Employee/Member of the Board of Commissioners has a direct or fiduciary interest in another relationship. A conflict of interest could include:

- Ownership with a member of the Board of Commissioners or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Employment of or by a member of the Board of Commissioners or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Contractual relationship with a member of the Board of Commissioners or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Creditor or debtor to a member of the Board of Commissioners or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Consultative or consumer relationship with a member of the Board of Commissioners or an Employee where one or the other has supervisory authority over the other or with a client who receives services.

The definition of conflict of interest includes any bias or the appearance of bias in a decision-making process that would reflect a dual role played by a member of the organization or group.

### **Employee Responsibilities:**

It is in the interest of the organization, individual staff, and Board of Commissioners to strengthen trust and confidence in each other, to expedite resolution of problems, to mitigate the effect and to minimize organizational and individual stress that can be caused by a conflict of interest.

Employees are to avoid any conflict of interest, even the appearance of a conflict of interest. This organization serves the community as a whole rather than only serving a special interest group. The appearance of a conflict of interest can cause embarrassment to the organization and jeopardize the credibility of the organization. Any conflict of interest, potential conflict of interest or the appearance of a conflict of interest is to be reported to your supervisor immediately. Employees are to maintain independence and objectivity with clients, the community, and organization. Employees are called to maintain a sense of fairness, civility, ethics, ethics and personal integrity even though law, regulation, or custom does not require them.

#### **Acceptance of Gifts:**

The proper operation of Town government requires that public officials and employees be independent, impartial, and responsible to the people; that governmental decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. Therefore, no official or employee of the Town may willfully receive or accept gifts or favors of any value, at any time, on or off the work premises from vendors. This no-gift policy includes vendor or potential vendor provided food, beverages, meals or entertainment such as sporting events. This no-gift policy includes any business courtesy offered such as a product discount or any other benefit if the benefit is not extended to all employees.

Exceptions to this policy include receipt of a gift or honorarium for participation in meetings, receipt of advertising items or souvenirs of nominal value, or receipt of meals furnished at conferences and banquets. Full participation by officials or employees of the town in activities of professional organizations in which they are a member is permitted even though the organization may receive donations from a contractor, subcontractor, or supplier. Exceptions to this policy also include food/lodging/travel/events attended in an employee's official capacity, or gifts from family members, friends, or co-workers where it is clear that it is that relationship which is the motivating factor for the gift.

Gifts of food that may arrive during the holidays, and at other times of the year when gift giving is traditional, belong to the entire staff even if addressed to a single employee. Food gifts must be shared with and distributed to all staff during work hours, in central, worksite locations. Gifts of plants or flowers shall be displayed in the lobby or at any another central location where all employees may enjoy their presence.

If an employee receives a gift, if feasible, return the gift to the vendor. If not feasible to return the gift, the gift must be raffled off to all employees. Proceeds from the raffle will be deposited into the Town's General Fund budget.

DWR Water Resources Development Grant Program

No Conflict of Interest Certification

The Town of Holden Beach hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed as part of the Harbor Acres Canal Maintenance Dredging Project that would create any actual or potential conflicts of interest (or apparent conflicts of interest) for any of its employees, contractors, subcontractors, designees or other entities or individuals involved in the Harbor Acres Canal Maintenance Dredging Project (including conflicts of interest for immediate family members: spouses, parents, or children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage.

In this certification, the term "potential conflict" means reasonably foreseeable conflicts of interest. The Town of Holden Beach further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the NC Department of Environmental Quality's satisfaction, any such conflict of interest (or apparent conflict of interest).

Print Name: David W. Hewett  
Signature: [Handwritten Signature]  
Title: Town Manager  
Date: 28 Nov '23





11/28/2023

To: State Agency Head and Chief Fiscal Officer

**Certification:**

We certify that the *Town of Holden Beach* does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-2(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1(b).

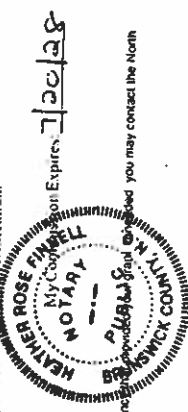
**Sworn Statement:**

Mayor Alan Holden and Town Manager Hewett being duly sworn, say that we are the Board Chair and Town Manager respectively, of the Town of Holden Beach in the State of NC, and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

*Alan Holden*  
Mayor  
*W. Hewett*  
[Title of Second Authorizing Official]

Sworn to and subscribed before me on the day of the date of this certification.

*Rose Fimmel*  
(Notary Signature and Seal)



If there are any questions, please contact the state agency head or the Budget and Management Carolina Office at [NCGrants@dam.nc.gov](mailto:NCGrants@dam.nc.gov) (919) 907-4795. If you are provided a final assessment, you may contact the North Carolina Office of State Budget and Management.

G.S. 105-243.1 defines: Overdue tax debt. --Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.

**Water Resources Development Grant Program (WRDGP)**  
**Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund**  
**Guidelines FY 2023-2024**

**Administered by:** N.C. Department of Environmental Quality (DEQ), Division of Water Resources (DWR), 1611 Mail Service Center, Raleigh, N.C., 27699-1611. Contact Kevin Hart at [Kevin.Hart@ncdenr.gov](mailto:Kevin.Hart@ncdenr.gov) or (919) 707-3607.

**Authority:** DWR is authorized to provide grants to local governments for water resources development projects by [S.L. 2022-74](#).

**Who is Eligible:** Units of local government

**Application Deadlines:** Applications can be received throughout the year for navigation projects on an as needed basis.

**Funding Source:** North Carolina Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund ([N.C. Gen. Stat. § 143-215.73F](#))

**Eligible Purposes and Cost-Share Percentages:** According to [N.C. Gen. Stat. § 143-215.73F](#), revenue in the Fund may only be used to provide the State's cost share of the costs associated with any dredging project designed to keep shallow draft navigation channels located in State waters or waters of the State located within lakes navigable and safe. The cost share for dredging projects shall be at least one non-State dollar for every three dollars from the fund ([S.L. 2022.74](#)). No cost-share shall be required for dredging projects located, in whole or part, in a development tier one area for a ferry channel maintained by the North Carolina Department of Transportation.

**Ineligible Costs**

The following costs will not be paid with State Shallow Draft Navigation funds nor used to provide the required local share:

- Costs incurred outside of the contract period.
- Indirect or overhead costs of the municipality, such as rent, telephone service, and general administrative support.
- Salaries and other expenses of elected officials, whether incurred for purposes of project direction, execution, or legislation, are not an eligible cost.
- Cost incurred for legal fees (including but not limited to Permit appeals or violations).
- Purchase of dredge machinery (including but not limited to barge and excavator).

**Additional Information:**

Funding provided from the Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund must be primarily for general or recreational navigation purposes. Additional project outcomes from a navigation project such as beneficial placement of beach compatible material must be a secondary reason for the project (if applicable). Dredging around ship berths, piers, docks and access to private docks are not eligible for funding from the Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund ([15A NCAC 01T](#)).

**Application Submittal:** All required forms and grant information can be found at the

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Shallow Draft Navigation Channel Dredging  
ATTACHMENT E

**Water Resources Development Grant Program (WRDGP)**  
**Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund**  
**Guidelines FY 2023-2024**

[WRDGP website](#). Applications shall be considered accepted once an email confirmation has been provided.

Application Spreadsheet (MS Excel) - Applications shall be completed and returned via email to Kevin Hart at [kevin.hart@ncdenr.gov](mailto:kevin.hart@ncdenr.gov). The complete application will be included in the DEQ contract documentation, and the project budget will serve as the basis for the contract's financial documentation should a project be recommended for funding. Therefore, it is very important that its contents are accurate and complete.

Project Plan and Location Maps - Project plans, a survey of the dredge site, and a survey of the dredge material disposal site (if applicable).

Official Resolution - As required in [15A NCAC 01T.0204](#), the Project Sponsor shall include a resolution adopted by the governing board stating the amount of State aid requested and accepting the Project Sponsor's responsibilities. The Official Resolution must be signed by a representative of the Project Sponsor with signatory authority and state that the local unit of government will:

1. Assume full obligation for payment of the balance of project costs.
2. Obtain all necessary State and Federal environmental permits.
3. Comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
4. Supervise construction of the project to ensure compliance with permit conditions and to agree to provide safe and proper construction in accordance with approved plans and specifications.
5. Obtain appropriate easements, rights-of-way or suitable dredge material disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State.
6. Ensure that the project is open for use by the public on an equal basis with limited restrictions (if on public property).
7. Hold the State harmless for any damages that may result from the construction, operation, and maintenance of the project.
8. Accept responsibility for operation and long-term maintenance of the completed project.

An Official Resolution template is available for download from the [WRDGP website](#). The Project Sponsor may not revise or eliminate provisions from the Official Resolution template unless they have submitted written justification to DWR and received DWR's approval. Supplementary provisions may be added to address unique circumstances of a particular project.

Conflict of Interest Policy - Project Sponsors must provide the local government's conflict policy that the Project Sponsor, Project Sponsor's subordinates and any person or persons designated to act on behalf of the Project Sponsor does not have an actual or apparent conflict of interest with respect to the project. An example of a Conflict of Interest policy can be found on the [WRDGP](#)

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Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund  
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**Water Resources Development Grant Program (WRDGP)**  
**Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund**  
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[website](#). This policy shall be on the Project Sponsor's letterhead.

All Conflict of Interest Policies should include:

- 1) Policies must apply to management employees and members of its board of directors or other governing body.
- 2) Policies must apply to any grants involving State funds.
- 3) Policies must address situations in which individuals in #1 may directly or indirectly benefit from the disbursement of State funds (excluding any benefit they receive by virtue of their position as a disbursing officer of the grant).
- 4) Policies must include actions to be taken by the grantee or individual to avoid conflicts of interest and the appearance of impropriety.
- 5) Policies must be filed with the State prior to grant fund disbursement

**No overdue Tax Debts-** The Project Sponsor must provide a certification of no overdue tax debts. The certification must be certified by the board chair and a second authorizing official. A copy of the form may be found on the [WRDGP website](#).

**Supplementary Documentation** – The Project Sponsor may provide supplementary documentation (reports, photos, letters of support, etc.) as separate attachments via email as part of the application submittal. Application supplementary documents should be emailed to Kevin Hart at [Kevin.Hart@ncdenr.gov](mailto:Kevin.Hart@ncdenr.gov).

**Note:** It is the Project Sponsor's responsibility to ensure the application submitted to DWR is accurate and complete. Erroneous or incomplete information in an application may prevent a project from being recommended for grant funding and may delay processing of contracts and funds for approved projects.

Any changes to the original project budget and/or project scope submitted with the application will require the prior written approval of DWR and may also require a DEQ contract amendment. Unapproved changes to the project scope or budget throughout the course of a project will not be eligible for cost-share funding or reimbursement.

### **Grant Application Review and Approval**

DWR reviews grant applications and either approves, approves in part, or disapproves those applications based on the following criteria:

1. The economic, social, and environmental benefits to be provided by the projects;
2. Regional benefits of projects to an area greater than the area under the jurisdiction of the local sponsoring entity;
3. The financial resources of the local sponsoring entity;
4. The environmental impact of the project;
5. Any direct benefit to State-owned lands and properties.

### **Post Grant Funding Award**

**Water Resources Development Grant Program (WRDGP)**  
**Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund**  
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Acceptance of a grant award will require the Project Sponsor to enter into a grant contract with DEQ. Any changes to the scope of the project or project budget after submission of a grant application will require the written approval of the DWR Grant Administrator and may also require a DEQ contract amendment. In seeking DWR approval, the Project Sponsor must submit, at a minimum, a justification for any proposed changes, revised scope of work narrative, and a revised budget. Unapproved changes to the project scope or budget shall not be eligible for, and may result in additional reductions to, cost-share funding or reimbursement.

A DEQ grant contract is considered "fully-executed" once it has been signed by both a signatory authority of the Grantee and DEQ Financial Services. A copy of the fully-executed contract shall be provided to the Grantee after being signed by DEQ. No portion of work or expenditure of funds for the project, plan or services shall begin prior to receiving a fully-executed contract from DEQ. Unforeseen circumstances such as legislative, policy or funding allocation changes may delay award notifications.

### **Project Sponsor Obligation – Environmental Permitting**

All proposed projects are subject to environmental review and permitting under applicable federal and State law. It is the Project Sponsor's responsibility to prepare, provide and remain in compliance with all applicable environmental permitting requirements.

### **Extension Request**

Grant award recipients may request a contract extension if a justification for the extension can be sufficiently documented. An extension is granted at the discretion of DWR. An extension request shall be submitted at least 45 days prior to the contract expiration date by the Project Sponsor or primary contact on official letterhead to Kevin Hart at [Kevin.hart@ncdenr.gov](mailto:Kevin.hart@ncdenr.gov). At a minimum, the extension request shall include:

1. Justification for the extension request
2. Summary of the current project status
3. Anticipated project schedule moving forward

Extension requests that are approved by DWR will require a grant contract modification by DEQ.

### **Grant Reimbursement Payments**

The grant award amount is the maximum possible reimbursement amount. Only expenditures incurred after a fully executed contract that are detailed in the contract budget are eligible for reimbursement. Allowable expenditures are expenditures associated with the work performed for a specific invoicing cycle that are in accordance with the DWR-approved application budget sheet for the project. Reimbursements will provide 75% of the total amount spent on the project as of the date of the request. Reimbursements will provide 100% of the total amount spent for dredging projects located, in whole or part, in a development tier one area (as defined in N.C. Gen. Stat. § 143B-437.08) for a ferry channel maintained by the North Carolina Department of Transportation. Reimbursement requests can be submitted no more frequently than monthly. DWR will normally pay the Grantee by check or electronically within 30 days of receipt of the

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statement of expenses, provided the expenses are in accordance with the project information shown in the initial request or as amended. If the Grantee decides that significant changes to a project's scope from that in the original application are necessary, the Grantee must send a request in writing to the DWR Grant Administrator and receive approval of those changes. Unapproved changes will not be eligible for state cost-sharing.

Reimbursement requests shall include:

1. Cover letter on grantee letterhead that includes:
  - a) DEQ grant contract number
  - b) Total amount of reimbursement request
  - c) Actual cost (expenses) by approved budget categories
  - d) Total amount spent on the project to date of the request
2. Complete Grant Reimbursement Template (both sheets labeled "Invoices" and "Request 1 Itemized") located on the [WRDGP website](#).
3. Copies of invoices or other documentation for materials, services and other project costs detailed on the "Request 1 Itemized" sheet. Invoices submitted shall be on either the Grantee or the Grantee's subcontractor letterhead.

DWR will retain 10% of the total grant award amount until after the final project has been inspected and accepted by DWR staff. The reimbursement request and supporting documentation should be submitted electronically to Kevin Hart at [Kevin.Hart@ncdenr.gov](mailto:Kevin.Hart@ncdenr.gov).

**Requests for Additional Funding**

Grant recipients can submit a request for additional funding to DWR. Requests for additional funding must be submitted by the Project Sponsor on official letterhead via email. The following information shall be submitted by the Grantee to DWR for additional funding consideration:

1. A narrative describing the circumstances/need for an increased funding award, summary of current project status and anticipated project implementation schedule.
2. Copies of all subcontractor invoices for design, permitting, surveying, construction, construction oversight and project administration.

Upon receiving all relevant information from the Grantee, DWR will respond to the Grantee with within 30 calendar days with a decision regarding increased funding. Funding increases are subject to the availability of funds. DWR may not be able to grant requests for additional funding caused by inaccurate or incomplete information in the application or project budget provided by the Project Sponsor or Co-Project Sponsor.

**Project Close-Out**

The Grantee shall notify the DWR Grant Administrator upon project completion and provide DWR with the most recent set of permits, as-built/record, post-surveys of the dredge site, and post-surveys of the spoil site (if applicable) in Adobe PDF format prior to the project close-out.

**Water Resources Development Grant Program (WRDGP)**  
**Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund**  
**Guidelines FY 2023-2024**

DWR Grant Administrator may schedule a close-out inspection of the completed project with a representative of the Grantee. This inspection will verify that the project was implemented in accordance with the information provided in the grant application, along with the approved plans and specifications.

The Grantee shall address any remedial or compliance actions identified during this close out inspection prior to DWR project acceptance. After the project is inspected and accepted, DEQ will review the accounting statements and reimburse the Grantee for the remaining 10% of the State's share of the non-federal cost.

**Additional References for the Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund:**

[S.L. 2013-360](#)

[S.L. 2015-241](#)

[S.L. 2016-94](#)

[S.L. 2017-57](#)

[S.L. 2018-5](#)

[S.L. 2021-180](#)

[S.L. 2022-74](#)

[15A NCAC 01T](#)



# Water Resources Development Grant Program Shallow Draft Navigation Channel Dredging Application

## FY 2023-2024

North Carolina Department of Environmental Quality  
Division of Water Resources

Contact Kevin Hart at [Kevin.Hart@ncdenr.gov](mailto:Kevin.Hart@ncdenr.gov)

or (919) 707-3607

<b>1. Project Title</b>	Harbor Acres Canal Dredging
-------------------------	-----------------------------

**2a. Primary Contact or Project Manager**

Name	Christy Ferguson				
Title	Assistant Town Manager				
Organization Name	Town of Holden Beach				
Organization Tax ID Number	██████ 4997				
E-mail address	<a href="mailto:christy.ferguson@hbtownhall.com">christy.ferguson@hbtownhall.com</a>				
Mailing Address	110 Rothschild Street				
City	Holden Beach	State	NC	Zip	28462
Telephone	910-842-6488	Fax Number			

**2b. Execution Address (where contract will be mailed for signature) - Write "same as above" if it is the Primary Contact information in 2a.**

Name	David Hewett				
Title	Town Manager				
Organization Name	Town of Holden Beach				
E-mail Address	<a href="mailto:david.hewett@hbtownhall.com">david.hewett@hbtownhall.com</a>				
Mailing Address	110 Rothschild Street				
City	Holden Beach	State	NC	Zip	28462
Telephone	920-842-6488	Fax Number			

**2c. Payment Address (where invoice payments will be mailed) - Write "same as above" if it is the Primary Contact information in 2a.**

Name	David Hewett				
Title	Town Manager				
Organization Name	Town of Holden Beach				
E-mail Address	<a href="mailto:david.hewett@hbtownhall.com">david.hewett@hbtownhall.com</a>				
Mailing Address	110 Rothschild Street				
City	Holden Beach	State	NC	Zip	28462
Telephone	910-842-6488	Fax Number			





## Water Resources Development Grant Program Shallow Draft Navigation Channel Dredging Application FY 2023-2024

North Carolina Department of Environmental Quality  
 Division of Water Resources  
 Contact Kevin Hart at [Kevin.Hart@ncdenr.gov](mailto:Kevin.Hart@ncdenr.gov)

or (919) 707-3607

**3. Project Description - Provide a short summary of the project**

*To maintain safe, reliable, and efficient navigation for the public in established canals within the corporate limits of Holden Beach. The project will occur specifically in the Harbor Acres Canal system and will involve spot dredging for the entrance canal from the AIWW and some additional areas of shoaling within the fingers.*

**4. Project Scope - Brief description of the project scope (what is being proposed) and justification (why is it being proposed)**

*The project area is public trust waters adjacent to established neighborhoods within the Town of Holden Beach. The canal entrance from Harbor Acres opens from the Atlantic Intracoastal Waterway. In this particular canal subdivision, 7100 linear feet of canal system serves 301 lots. The canals have been periodically dredged over the past 25 years to combat the adverse effects shoaling has on navigation. This shoaling is a natural result of erosion and longshore drift caused by wave and current action and can be increased due to storm events. Primary usage of the canal is by watercraft not exceeding 25 feet in length. The depths of six feet in the entrance and transfer channels and five feet in the interior channels achieved by previous dredge operations have proven adequate for navigation and for allowances for shoaling between dredge operations.*

**5. Existing Conditions - Brief description of existing site conditions and land use within project area**

*Based on monitoring provided by a pre-dredge survey in April 2023 there is approximately 2,500 cy of material that needs to be removed to return the Harbor Acres entrance canal to desired safe navigation depths. There have been several boaters who report issues with impeded navigation secondary to shoaling.*

<b>6. Anticipated Contract Start Date</b>	1/1/2024	<b>Anticipated Contract End Date</b>	3/1/2024
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**7. Project Location: Important to submit as completely as possible, especially the Lat/Long coordinates**

Project Location <b>Town of Holden Beach-Harbor Acres</b>	
County Name <b>Brunswick</b>	
Inlet/Channel/Waterbody Name <b>Harbor Acres Entrance Canal from AIWW</b>	
Position coordinates of project location	Latitude <b>33.9128582</b>
	Longitude <b>-78.3350998</b>
Anticipated Total Dredged Material in Cubic Yards	<b>2,500</b>



# Water Resources Development Grant Program Shallow Draft Navigation Channel Dredging Application FY 2023-2024

North Carolina Department of Environmental Quality  
Division of Water Resources

Contact Kevin Hart at [Kevin.Hart@ncdenr.gov](mailto:Kevin.Hart@ncdenr.gov)

or (919) 707-3607

8. General Statute 143-215.72 states that in reviewing applications the Secretary shall consider Economic, Social, and Environmental Benefits provided by the project; Regional Benefits of the project to an area greater than the area under jurisdiction of the local sponsoring entity; The financial resources of the local sponsoring entity; The environmental impact of the project; Any direct benefit to State-owned lands and properties. Please provide your answers below for each category:

### Economic, Social, and Environmental Benefits

The project will improve the ability of watercraft to safely navigate the canal. The ability to safely come and go in the water contributes to the appeal and value of property in this neighborhood. Homeowners in Harbor Acres pay assessments that are collected by the town and will serve as the match for the project funding. The ability to obtain grant funding will decrease the fee share burden for the neighborhood residents. Ecotourism will be a benefit of fishing and recreation opportunities that will increase as a result of shoaling mitigation. The project will improve ingress/egress to the Atlantic Intracoastal Waterway for property owners' watercraft, as well as, the public's use of the canal system. The canal dredging maintenance program is a partnership between the Town and property owner appointed representatives. The partnership makes up the canal dredging working group. The shoaling, or filling in, of the canals is a natural result of erosion and longshore drift wave and current action and can be increased due to storm activity and bulkhead failures. The project will return the channels to the depths that have proven to be safe and reliable for navigation.

The project will be a part of green/blue trail activity as part of the Brunswick County blueway. Each channel connects to the AIWW and provides access to water based recreation for boaters, kayakers, etc.

### Financial Resources

The area is not underserved; however, without grant funding the expense of maintaining these public trust corridors would have to be borne solely by Holden Beach taxpayers.

### Environmental Impacts

There may be increased turbidity that results from the project but it is a temporary condition confined primarily to the construction area. Dredging will be conducted during months that shorebirds, turtles, and other wildlife are not nesting and will be a bucket to barge operation that minimizes wildlife impacts.

### Direct Benefit to State-Owned Lands and Properties

Resident are not the only users of the canal system as many visitors also use the area. There will be a direct benefit for recreational water pursuits for anyone exiting the AIWW into Harbor Acres.

9. Disposal Area Placement Facility: Please describe the facility location, facility size and depth, method of placement, facility distance from navigation project, facility owner, required facility improvements, permit requirements and any additional information relevant for project completion.

Disposal plans have been coordinated with agencies. The plan is for the contractor to be responsible for removing and disposing of the material in the bucket-to-barge operation.

10. Budget:



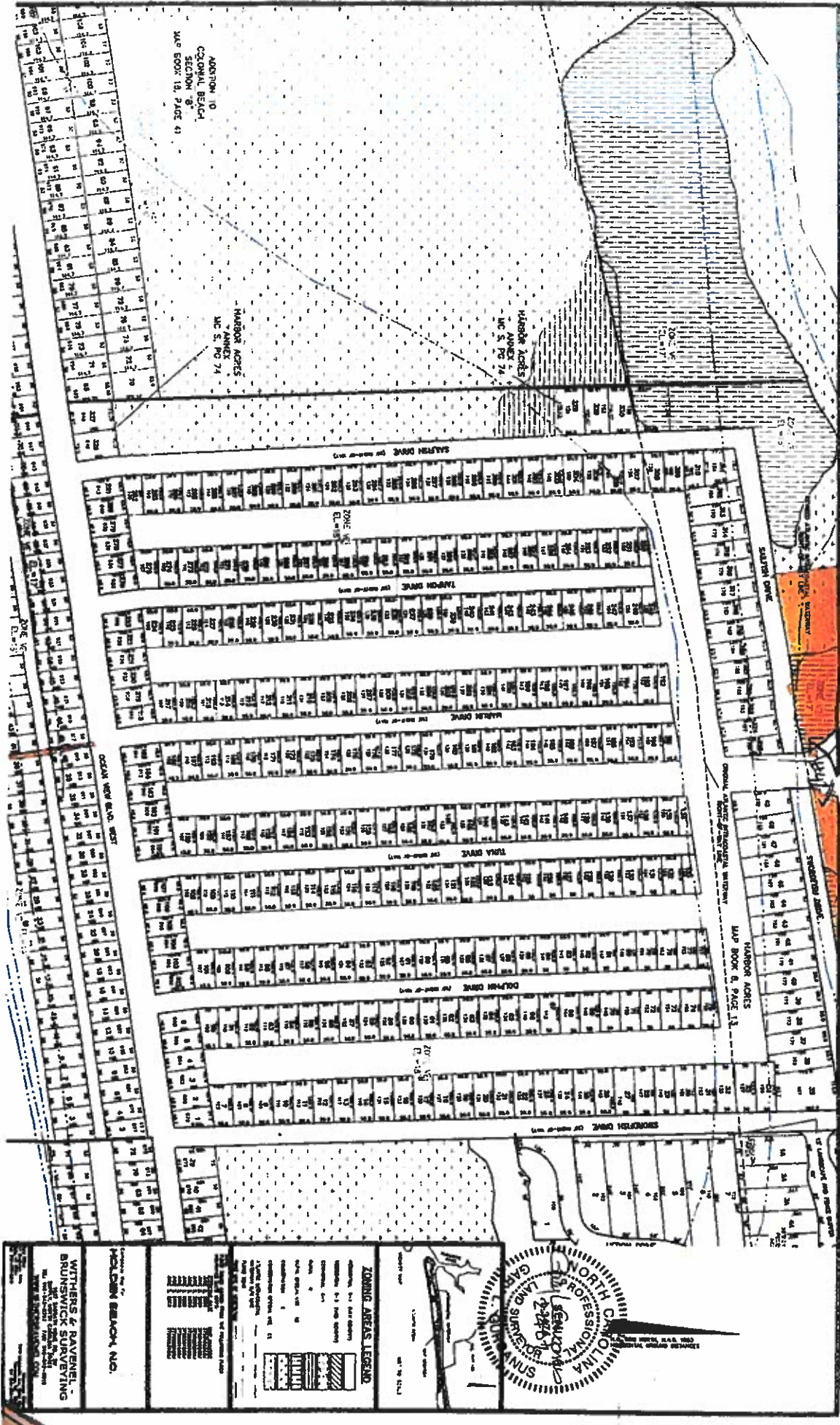
## Water Resources Development Grant Program Shallow Draft Navigation Channel Dredging Application FY 2023-2024

North Carolina Department of Environmental Quality  
 Division of Water Resources

Contact Kevin Hart at [Kevin.Hart@ncdenr.gov](mailto:Kevin.Hart@ncdenr.gov)

or (919) 707-3607

	State DWR	Local / Municipal Match	Other Non- Federal Match	Federal Contribution	Local + Other Non-Federal Match Total	Category Total												
<b>Administration</b>																		
Cash					\$0.00	\$0.00												
In-kind					\$0.00	\$0.00												
<b>Design</b>																		
Cash	\$10,575.00	\$3,525.00			\$3,525.00	\$14,100.00												
In-kind					\$0.00	\$0.00												
<b>Permitting</b>																		
Cash	\$3,525.00	\$1,175.00			\$1,175.00	\$4,700.00												
In-kind					\$0.00	\$0.00												
<b>Survey</b>																		
Cash	\$3,750.00	\$1,250.00			\$1,250.00	\$5,000.00												
In-kind					\$0.00	\$0.00												
<b>Construction Oversight</b>																		
Cash	\$3,750.00	\$1,250.00			\$1,250.00	\$5,000.00												
In-kind					\$0.00	\$0.00												
<b>Construction</b>																		
Cash	\$236,250.00	\$78,750.00			\$78,750.00	\$315,000.00												
In-kind					\$0.00	\$0.00												
<b>Construction Materials</b>																		
Cash					\$0.00	\$0.00												
In-kind					\$0.00	\$0.00												
<b>Land</b>																		
Cash					\$0.00	\$0.00												
In-kind					\$0.00	\$0.00												
Cash Sub-total	\$257,850.00	\$85,950.00	\$0.00	\$0.00	\$85,950.00	\$343,800.00												
In-kind Sub-total		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00												
Total	\$257,850.00	\$85,950.00	\$0.00	\$0.00	\$85,950.00	\$343,800.00												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">DWR Total =</td> <td style="width: 20%; text-align: right;">\$257,850.00</td> <td style="width: 20%;">Local + Non-Fed Total =</td> <td style="width: 20%; text-align: right;">\$85,950.00</td> <td style="width: 20%;">Non-Federal % =</td> <td style="width: 20%; text-align: right;">100.00%</td> </tr> <tr> <td>DWR Match % =</td> <td style="text-align: right;">75.00%</td> <td>Local + Non-Fed Match %</td> <td style="text-align: right;">25.00%</td> <td>Federal % =</td> <td style="text-align: right;">0.00%</td> </tr> </table>							DWR Total =	\$257,850.00	Local + Non-Fed Total =	\$85,950.00	Non-Federal % =	100.00%	DWR Match % =	75.00%	Local + Non-Fed Match %	25.00%	Federal % =	0.00%
DWR Total =	\$257,850.00	Local + Non-Fed Total =	\$85,950.00	Non-Federal % =	100.00%													
DWR Match % =	75.00%	Local + Non-Fed Match %	25.00%	Federal % =	0.00%													



WITHERS & RAVENEL -  
BRUNSWICK SURVEYING  
NEW BRUNSWICK, N.J.  
PLANNED BY THE  
HOLDEN BEACH, N.C.

**ZONING AREAS LEGEND**  
C-1-8  
C-1-9  
C-1-10

**PROFESSIONAL LAND SURVEYOR**  
NORTH CAROLINA  
2004  
58190

CIVIL CONTRACT NO. 1001000000  
 DATE: 01/25/2013



**PLAN AND BATHYMETRIC SURVEY**  
**MAINTENANCE DREDGING**  
 HOLDEN BEACH, HOLDEN BEACH, HARBOR ACRES  
HARBOR ACRES, P.W.C. 13

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**HARBOR ACRES**  
**ENTRANCE CANAL PLAN**

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For Review




**RIGHT ANGLE**  
 SURVEYING & MAPPING, P.A.  
 1015 S. BEACH BLVD. SUITE 101  
 HUNTERDON, NJ 08832  
 TEL: 908-833-8333  
 FAX: 908-833-8334  
 WWW.RASURV.COM






**Water Resources Development Grant  
Resolution 23-12**

**WHEREAS, the Town of Holden Beach desires to sponsor the Harbor Acres Canal Maintenance Dredging Project in an effort to provide safe, reliable, and efficient transportation for the public.**

**NOW, THEREFORE, BE IT RESOLVED THAT:**

- 1) The Board of Commissioners requests the State of North Carolina to provide financial assistance to the Town of Holden Beach for the Harbor Acres Canal Maintenance Dredging in the amount of \$257,850.00 or 75 percent of project construction cost, whichever is the lesser amount;**
- 2) The Town of Holden Beach assumes full obligation for payment of the balance of project costs via the Canal Dredging Maintenance Fund;**
- 3) The Town of Holden Beach will obtain all necessary State and Federal permits;**
- 4) The Town of Holden Beach will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments;**
- 5) The Town of Holden Beach will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;**
- 6) The Town of Holden Beach will assure that the project is open for use by the public on an equal basis with no restrictions;**
- 7) The Town of Holden Beach will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project;**
- 8) The Town of Holden Beach accepts responsibility for the operation and maintenance of the completed project.**

Adopted by the Board of Commissioners this 21<sup>st</sup> <sup>November</sup> day of 2023.

  
Clerk to the Council/Board



  
Mayor / Chairperson of Council / Board



## **CONFLICT OF INTEREST POLICY**

### **Conflict of Interest Defined:**

A conflict of interest is defined as an actual or perceived interest by a (Staff Member/Member of the Board of Commissioners) in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain. A conflict of interest occurs when an Employee/Member of the Board of Commissioners has a direct or fiduciary interest in another relationship. A conflict of interest could include:

- Ownership with a member of the Board of Commissioners or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Employment of or by a member of the Board of Commissioners or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Contractual relationship with a member of the Board of Commissioners or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Creditor or debtor to a member of the Board of Commissioners or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Consultative or consumer relationship with a member of the Board of Commissioners or an Employee where one or the other has supervisory authority over the other or with a client who receives services.

The definition of conflict of interest includes any bias or the appearance of bias in a decision-making process that would reflect a dual role played by a member of the organization or group.

### **Employee Responsibilities:**

It is in the interest of the organization, individual staff, and Board of Commissioners to strengthen trust and confidence in each other, to expedite resolution of problems, to mitigate the effect and to minimize organizational and individual stress that can be caused by a conflict of interest.

Employees are to avoid any conflict of interest, even the appearance of a conflict of interest. This organization serves the community as a whole rather than only serving a special interest group. The appearance of a conflict of interest can cause embarrassment to the organization and jeopardize the credibility of the organization. Any conflict of interest, potential conflict of interest or the appearance of a conflict of interest is to be reported to your supervisor immediately. Employees are to maintain independence and objectivity with clients, the community, and organization. Employees are called to maintain a sense of fairness, civility, ethics, ethics and personal integrity even though law, regulation, or custom does not require them.

#### **Acceptance of Gifts:**

The proper operation of Town government requires that public officials and employees be independent, impartial, and responsible to the people; that governmental decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. Therefore, no official or employee of the Town may willfully receive or accept gifts or favors of any value, at any time, on or off the work premises from vendors. This no-gift policy includes vendor or potential vendor provided food, beverages, meals or entertainment such as sporting events. This no-gift policy includes any business courtesy offered such as a product discount or any other benefit if the benefit is not extended to all employees.

Exceptions to this policy include receipt of a gift or honorarium for participation in meetings, receipt of advertising items or souvenirs of nominal value, or receipt of meals furnished at conferences and banquets. Full participation by officials or employees of the town in activities of professional organizations in which they are a member is permitted even though the organization may receive donations from a contractor, subcontractor, or supplier. Exceptions to this policy also include food/lodging/travel/events attended in an employee's official capacity, or gifts from family members, friends, or co-workers where it is clear that it is that relationship which is the motivating factor for the gift.

Gifts of food that may arrive during the holidays, and at other times of the year when gift giving is traditional, belong to the entire staff even if addressed to a single employee. Food gifts must be shared with and distributed to all staff during work hours, in central, worksite locations. Gifts of plants or flowers shall be displayed in the lobby or at any another central location where all employees may enjoy their presence.

If an employee receives a gift, if feasible, return the gift to the vendor. If not feasible to return the gift, the gift must be raffled off to all employees. Proceeds from the raffle will be deposited into the Town's General Fund budget.




DWR Water Resources Development Grant Program

No Conflict of Interest Certification

The Town of Holden Beach hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed as part of the Harbor Acres Canal Maintenance Dredging Project that would create any actual or potential conflicts of interest (or apparent conflicts of interest) for any of its employees, contractors, subcontractors, designers or other entities or individuals involved in the Harbor Acres Canal Maintenance Dredging Project (including conflicts of interest for immediate family members: spouses, parents, or children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage.

In this certification, the term "potential conflict" means reasonably foreseeable conflicts of interest. The Town of Holden Beach further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the NC Department of Environmental Quality's satisfaction, any such conflict of interest (or apparent conflict of interest).

Print Name: David W. Hewett  
Signature:   
Title: Town Manager  
Date: 28 Nov '23



11/28/2023

To: State Agency Head and Chief Fiscal Officer

**Certification:**

We certify that the *Town of Holden Beach* does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-2(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1(b).

**Sworn Statement:**

Mayor Alan Holden and Town Manager Hewitt being duly sworn, say that we are the Board Chair and Town Manager respectively, of the Town of Holden Beach in the State of NC; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

*Alan Holden*  
Mayor  
*Hewitt*  
Title of Second Authorizing Official

Sworn to and subscribed before me on the day of the date of this certification.

*Heather Rose Finckell*  
(Notary Signature and Seal)



If there are any questions, please contact the state agency at the Carolina Office of State Budget and Management.  
NCGrants@osbm.nc.gov (919)807-4795  
If you are a taxpayer and need more information, you may contact the North Carolina Department of Revenue.

G.S. 105-243.1 defines: Overdue tax debt. -Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.

## INVITATION TO BID

### MAINTENANCE DREDGING PROJECT - 2024 HOLDEN BEACH, NC

The Town of Holden Beach will receive sealed bids for the furnishing of all equipment, labor and materials and the performing of all work for dredging approximately 2,400 cubic yards of material from the entrance canal of the Harbor Acres subdivision.

Sealed bids should be submitted to the attention of Ms. Heather Finnell, Town Clerk, 110 Rothschild Street, Holden Beach, NC 28462 and marked Holden Beach Dredging. All bids must be received no later than 2:00 p.m. (local time) February 6, 2024. Bids not received by 2:00 p.m. will be returned unopened to the bidder. The remaining bids will be publicly opened and read aloud thereafter at the same location.

To qualify, all bids shall be submitted using the Bid Form furnished by the Town of Holden Beach, a copy of which is bound in the Project Manual; incomplete or bids with disclaimers will not be accepted. All items required in the Instructions to Bidders shall also be submitted. All dredging work must be completed by March 31, 2024.

Contract plans and specifications including bid documents may be picked up from Right Angle Engineering, P.C., 212 Princess Street, Wilmington, NC 28401, telephone (910) 251-8544, facsimile (910) 251-2208.

Bidders must be licensed (registered) contractors in North Carolina for the type of work to be completed.

A separate performance bond and a payment bond for 100% of the contract amount, including any additions and/or deductions, shall be provided by the successful bidder, upon Award of the Contract.

The Owner reserves the right to waive informalities and/or reject any or all bids.

Bid documents may be purchased for \$ 75.00 (non-refundable) each set from Right Angle Engineering, P.C. located at 212 Princess Street, Wilmington, NC 28401, telephone (910) 251-8544, facsimile (910) 251-2208. Make checks payable to Right Angle Engineering, P.C.

## ADVERTISEMENT FOR BID

The Town of Holden Beach will receive sealed bids for the furnishing of all equipment, labor and materials and the performing of all work for dredging approximately 2,400 cubic yards of material from the entrance canal of the Harbor Acres subdivision.

Sealed bids will be received at Town Hall no later than 2:00 p.m. (local time) February 6, 2024. The bids will be publicly opened and read aloud thereafter at the same location.

Interested parties should contact the Town of Holden Beach or visit the Town website at [www.hbtownhall.com](http://www.hbtownhall.com) for Instructions to Bidders.

**ADDENDUM NO. 1**  
**TO**  
**PLANS and SPECIFICATONS**  
**FOR**  
**Maintenance Dredging Project -**  
**2024**

**For**

**Town of Holden Beach**

**EFFECTIVE DATE OF ADDENDUM: February 2, 2024**

**BID DATE REMAINS UNCHANGED**

**Right Angle Engineering**  
**212 Princess St.**  
**Wilmington, NC 28401**  
**(910) 251-8544**

**Total Pages : 2**

## ADDENDUM NO. 1

The following information shall take precedence over drawings and specifications of the above named project, and shall become part of the contract documents. Any original item in the specifications or indicated on the drawings not herein specifically amended, voided, or suspended shall remain in effect.

The purpose of this Addendum is to make the following changes:

- 1. Clarification:** No Bid Bond required.
- 2. Clarification:** Offloading of dredge material can be conducted at end of roads close to the project site as they are Town maintained roadways. No impacts shall be made to adjacent properties.
- 3. Clarification:** No mandatory prebid meeting.
- 4. Clarification:** USACE permit is in process. Will provide when available.
- 5. Clarification:** Engineer has been in contact with CAMA and will notify them as soon as possible from Bid date. Expecting to award contract at the Feb. 20th meeting.
- 6. Clarification:** A hydrographic survey was conducted this past year and is the basis of the design. The Town will employ the same surveyor post-dredge to confirm the design depths have been met.
- 7. Clarification:** The Town has a noise ordinance that restricts heavy equipment operation before the hours of 7 am and after 6 pm. There are no restrictions on days that work can commence.
- 8. Add:** Geotechnical reports were conducted for the proposed dredge canals. Report provided with this Addendum.
- 9. Add:** Contractor to provide expected project schedule with their bid document. Provide major milestone dates from expected notice to proceed of February 21, 2024 including mobilization date to completion.

END OF ADDENDUM



Town of Holden Beach  
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

FROM: Tracey Thomas & Tom Myers

MEETING DATE: 2/7/2024

DATE SUBMITTED: 2/3/2024

**ISSUE/ACTION REQUESTED: Review & Possible Action on 2024 Budget Vision, Goals, Priorities**

**BACKGROUND/PURPOSE OF REQUEST**

In order to move forward with the 2024 budget, we should first establish our Vision, then our Goals of a successful budget and finally the Priority criteria for making budget spending decisions

**FISCAL IMPACT:** (circle one)

BUDGET AMENDMENT REQUIRED: NO

CAPITAL PROJECT ORDINANCE REQUIRED: NO

PRE-AUDIT CERTIFICATION REQUIRED: NO

REVIEWED BY FINANCE DIRECTOR: NO

**CONTRACTS/AGREEMENTS:** (circle One)

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

**ADVISORY BOARD RECOMMENDATION: N/A**

**TOWN MANAGER'S RECOMMENDATION: N/A**

**FINANCE RECOMMENDATION: N/A**

**ATTACHMENT**

1. Vision statement from HB Land Use Plan
2. Strawman for Goals of a successful budget:
  - a. No tax Increase
  - b. No fund balance appropriations from the General Fund or BPART fund
  - c. Set aside funds for Beach Renourishment
3. Strawman of Priority criteria for making spending decisions
  - a. Protecting the health and safety of our residents and visitors
  - b. Providing reliable core services (e.g., water, sewer, police, streets, building codes, zoning, Storm water, Canal Dredging, ADA compliance, Communication (BOC meetings, Website, Public Input/surveys, etc))

- c. Protecting property (e.g., from hurricanes, flooding, fires)
- d. Providing amenities (e.g., recreation (pier/dog park/Block Q, additional parking (boat/car), concerts, activities)



## COMMUNITY CONCERNS AND ASPIRATIONS

In compliance with the 15A NCAC 7B requirements, the community concerns and aspirations are outlined below. Holden Beach's top five public input priorities were developed from the results of the public input meeting and community survey. It should be noted that these priorities are goals and intentions of the respondents and are to serve merely as a resource. These priorities are by no means a mandate for future funding or policy change. The priorities are listed in order of significance.

### Top 5 Public Input Priorities

1. Ensure the future resilience of the Town through coastal storm damage reduction and beach protection efforts.
2. Encourage a low-density single-family residential development pattern to preserve local character.
3. Support roadway maintenance and stormwater mitigation to reduce localized flooding on Town roadways.
4. Maintain environmental quality and clean water to preserve the coastal natural resources that contribute to the Town's quality of life.
5. Enhance bicycle and pedestrian facilities to provide safe options for non-motorized transportation.

## VISION STATEMENT

The Vision Statement of Holden Beach is intended to be a general and brief statement about the Town's main preferences for future growth. The Vision Statement should be based on a consensus of the views of community citizens and community representatives.

To maximize the utility and scope of the Vision Statement of Holden Beach, community priority issues, local citizen input, and the preferences of the local government were all considered during the statement creation process.

Town of Holden Beach Vision Statement:

Holden Beach will utilize its available resources to be an inclusive, family-oriented, residential community that strives to protect and sustain its natural habitat and recreational beaches for current and future generations.



Town of Holden Beach  
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 2/7/2024

FROM: Tracey Thomas & Tom Myers

DATE SUBMITTED: 2/3/2024

**ISSUE/ACTION REQUESTED:**

- Budget Workshop
- a. Public Works
- b. Parks and Recreation

**BACKGROUND/PURPOSE OF REQUEST**

For the workshop each department should provide a financial report that includes the following for each line item:

- Last Year Total Spend
- Current YTD Spend
- Current FY Outlook

**FISCAL IMPACT:** (circle one)

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

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

**ADVISORY BOARD RECOMMENDATION:** N/A

**TOWN MANAGER'S RECOMMENDATION:** N/A

**FINANCE RECOMMENDATION:** N/A

**ATTACHMENT**

See Backround/Purpose of Request

TOWN OF HOLDEN BEACH

REVENUE & EXPENDITURE STATEMENT FOR 10 GENERAL FUND

07/01/2023 To 06/30/2024

Account	FY 23 Actual	FY 24 Budget	FY 24 Actual	FY 24 Remaining Balance (\$)	FY 24 % Used	FY 25 Budget Comments
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10 General Fund

Expenditure

0570 0570

10-0570-0200 SALARIES	85,677.31	73,048.00	66,401.37	6,646.63	91	
10-0570-0300 SALARIES OVERTIME	5,005.44	10,350.00	7,546.79	2,803.21	73	
10-0570-0400 PROFESSIONAL SERVICES	4,262.80	13,150.00	0.00	13,150.00	0	
10-0570-0500 FICA	6,591.53	5,856.00	5,408.98	447.02	92	
10-0570-0600 GROUP INSURANCE	13,248.99	16,198.00	3,831.91	12,366.09	24	
10-0570-0700 RETIREMENT	10,793.91	7,770.00	9,424.57	-1,654.57	121	
10-0570-0800 401K EMPLOYERS MATCH	462.24	3,548.00	0.00	3,548.00	0	
10-0570-1300 UTILITY - STREET LIGHTS	42,767.90	54,000.00	25,608.07	28,391.93	47	
10-0570-1301 BUILDINGS UTILITY PAYMENT	1,217.75	1,250.00	639.52	610.48	51	
10-0570-1400 TRAVEL	0.00	500.00	0.00	500.00	0	
10-0570-1500 BLDINGS&GROUNDS MAINT/SUP	40,264.59	42,582.00	34,494.56	8,087.44	81	
10-0570-1600 M & R EQUIPMENT	8,326.70	12,000.00	8,170.73	3,829.27	68	
10-0570-1700 M & R VEHICLES	4,622.86	8,000.00	3,634.23	4,365.77	45	
10-0570-1800 MAINT & REP STREETS	14,211.39	28,000.00	9,443.04	18,556.96	34	
10-0570-1801 MAINT & REPAIR BULKHEADS	0.00	35,000.00	0.00	35,000.00	0	
10-0570-1900 STREET DRAINAGE PROJECTS	12,439.25	332,300.00	131,533.32	200,766.68	40	
10-0570-1901 STREET SIGN REPLACEMENT	1,259.61	3,000.00	2,696.72	303.28	90	
10-0570-2600 ADVERTISING	48.50	150.00	120.00	30.00	80	
10-0570-3100 GAS, OIL & TIRES	9,808.08	15,000.00	5,261.97	9,738.03	35	
10-0570-3300 DEPT SUPPLIES & MATERIALS	3,944.01	5,500.00	2,927.65	2,572.35	53	
10-0570-3600 UNIFORMS	1,287.69	1,750.00	552.27	1,197.73	32	
10-0570-5200 STREET PAVING PROJECTS	341,650.00	312,066.00	0.00	312,066.00	0	
10-0570-7400 CAPITAL OUTLAY VEH & EQUIP	0.00	23,000.00	21,080.16	1,919.84	92	
10-0570-7500 SIDEWALK MAINTENANCE	1,148.76	6,000.00	252.80	5,747.20	4	
<b>0570 Subtotal</b>	<b>\$609,039.31</b>	<b>\$1,010,018.00</b>	<b>\$339,028.66</b>	<b>\$670,989.34</b>	<b>34</b>	

Account	FY 23 Actual	FY 24 Budget	FY 24 Actual	FY 24 Remaining Balance (\$)	FY 24 % Used	FY 25 Budget Comments
<b>0580 0580</b>						
10-0580-0200 SALARIES - FULL TIME	29,045.23	53,742.00	11,210.63	42,531.37	21	
10-0580-0300 SALARIES OVERTIME	3,309.11	5,600.00	1,469.23	4,130.77	26	
10-0580-0500 FICA	2,342.25	4,540.00	966.95	3,573.05	21	
10-0580-0600 GROUP INSURANCE	16,081.49	16,198.00	4,765.16	11,432.84	29	
10-0580-0700 RETIREMENT	3,880.14	6,023.00	1,612.19	4,410.81	27	
10-0580-0800 401K EMPLOYERS MATCH	1,565.86	2,982.00	421.87	2,560.13	14	
10-0580-1400 TRAVEL & TRAINING	0.00	400.00	0.00	400.00	0	
10-0580-1600 MAINT & REPAIRS EQUIPMENT	118.48	300.00	0.00	300.00	0	
10-0580-3300 DEPT SUPPLIES & MATERIALS	11,362.68	23,000.00	11,183.67	11,816.33	49	
10-0580-3600 SANITATION - UNIFORMS	1,022.02	1,500.00	1,172.97	327.03	78	
10-0580-4500 CONTRACTED SERVICES	53,880.36	49,000.00	14,554.08	34,445.92	30	
10-0580-4501 BLUE CAN HOME RECYCLING	82,327.13	58,976.00	48,546.94	10,429.06	82	
10-0580-5900 SOLID WASTE TIPPING FEES	235.11	500.00	17.33	482.67	3	
<b>0580 Subtotal</b>	<b>\$205,169.86</b>	<b>\$222,761.00</b>	<b>\$95,921.02</b>	<b>\$126,839.98</b>	<b>43</b>	

REVENUE & EXPENDITURE STATEMENT

07/01/2023 To 06/30/2024

TOWN OF HOLDEN BEACH

Account	FY 23 Actual	FY 24 Budget (\$)	FY24 YTD Actual	FY 24 Remaining Balance (\$)	FY 24 %Used	FY 25 Budget/Comments
<b>30 Water Fund</b>						
<b>Revenue</b>						
30-0101-0200 CREDIT CARD SITE FEE WATER	2,492.73	1,500.00	3,357.14	-1,857.14	224	
30-0305-0100 LOAN PROCEEDS	0.00	1,000,000.00	0.00	1,000,000.00	0	
30-0329-0000 INTEREST ON INVESTMENTS	4,372.49	7,212.00	1,786.09	5,425.91	25	
30-0331-0000 RENTS & CONCESSIONS	58,303.77	118,000.00	41,662.61	76,337.39	35	
30-0335-0000 ADMINISTRATIVE FEES WATER	1,148.58	10,000.00	272.36	9,727.64	3	
30-0335-0100 MISC REV SEWER FUND	37,711.50	1,000.00	0.00	1,000.00	0	
30-0361-0800 SEWER CAPITAL FEE 2011	851.28	0.00	151.93	-151.93	*100	
30-0361-0900 2012 SEWER CAPITAL FEES	25,468.12	0.00	5,656.93	-5,656.93	*100	
30-0366-0000 SEWER CAPACITY CHARGE	56,000.00	130,000.00	33,600.00	96,400.00	26	
30-0367-0000 SALES TAX REFUND WATER	0.00	35,000.00	0.00	35,000.00	0	
30-0370-0000 WATER CAPACITY CHARGE	47,380.00	50,000.00	38,180.00	11,820.00	76	
30-0371-0000 WATER USE CHARGES	1,366,943.38	1,583,045.00	750,550.86	832,494.14	47	
30-0371-0100 SPECIAL CHARGES FOR UTIL	857.39	1,500.00	0.00	1,500.00	0	
30-0371-0200 IRRIGATION METER INSPECTION FEES	22,527.77	23,000.00	8,384.10	14,615.90	36	
30-0372-0000 SEWER USE CHARGES	807,215.68	1,087,130.00	435,842.11	651,287.89	40	
30-0372-0100 AVAILABILITY FEE SEWER	591.62	500.00	262.61	237.39	53	
30-0373-0000 TAP & CONNECTION FEES	64,027.50	75,000.00	74,500.00	500.00	99	
30-0374-0000 TAP & CONNECT FEES-SEWER	700.00	500.00	4,735.00	-4,235.00	947	
30-0375-0000 RECONNECTION FEES	1,183.36	500.00	216.57	283.43	43	
30-0379-0000 PNLT Y & INTRST - BILLINGS	18,432.01	15,000.00	10,830.92	4,169.08	72	
30-0399-0500 FUND BALANCE APPROPRIATED	0.00	48,318.00	0.00	48,318.00	0	
30-0399-9302 EPA STAG	0.00	2,690,000.00	0.00	2,690,000.00	0	
31-0329-0300 SHARE FUND INTEREST	38,819.16	3,000.00	7,467.80	-4,467.80	249	
31-0361-0000 CAPITAL CHARGES CTY-SEWER	1,455,830.64	1,112,477.00	1,060,244.96	52,232.04	95	
31-0361-0200 INTEREST ON CAPITAL CHRGs	13,680.56	15,000.00	1,727.98	13,272.02	12	
<b>Revenue Subtotal</b>	<b>\$4,024,537.54</b>	<b>\$8,007,682.00</b>	<b>\$2,479,429.97</b>	<b>\$5,528,252.03</b>		

Account Expenditure	FY 23 Actual	FY 24 Budget (\$)	FY24 YTD Actual	FY 24 Remaining Balance (\$)	FY 24 %Used	FY 25 Budget/Comments
30-0720-0200 SALARIES	41,205.96	43,043.00	24,273.28	18,769.72	56	
30-0720-0300 SALARIES-OVERTIME	733.86	672.00	459.00	213.00	68	
30-0720-0500 FICA	3,101.38	3,344.00	1,885.62	1,458.38	56	
30-0720-0600 GROUP INSURANCE	16,376.90	16,198.00	4,751.39	11,446.61	29	
30-0720-0700 RETIREMENT	4,926.24	4,437.00	3,153.25	1,283.75	71	
30-0720-0800 401K EMPLOYERS MATCH	1,998.11	2,200.00	1,236.63	963.37	56	
30-0720-1100 COMMUNICATIONS	57,143.93	67,363.00	42,145.55	25,217.45	63	
30-0720-1200 PRINTING	3,000.00	4,000.00	128.13	3,871.87	3	
30-0720-1400 TRAVEL & TRAINING	1,398.06	6,300.00	200.00	6,100.00	3	
30-0720-1600 M & R - EQUIPMENT	42.72	5,000.00	867.66	4,132.34	17	
30-0720-3300 DEPT SUPPLIES & MATERIALS	1,911.72	3,800.00	445.63	3,354.37	12	
30-0720-4500 CONTRACTED SERVICES	12,766.29	13,500.00	2,645.81	10,854.19	20	
30-0720-5300 DUES & SUBSCRIPTIONS	5,076.98	6,400.00	4,724.94	1,675.06	74	
30-0810-0200 SALARIES	209,488.17	240,910.00	123,986.30	116,923.70	51	
30-0810-0300 SALARIES-OVERTIME	14,359.32	11,610.00	11,506.34	103.66	99	
30-0810-0400 PROFESSIONAL SERVICES	69,076.00	42,500.00	38,487.00	4,013.00	91	
30-0810-0401 PROFESSIONAL SERVICES IRRIGATION IN	17,500.00	17,600.00	0.00	17,600.00	0	
30-0810-0500 FICA	16,254.58	19,318.00	10,106.17	9,211.83	52	
30-0810-0600 GROUP INSURANCE	84,358.32	68,842.00	46,007.32	22,834.68	67	
30-0810-0700 RETIREMENT	26,357.52	25,631.00	17,272.14	8,358.86	67	
30-0810-0800 401K EMPLOYERS MATCH	4,754.25	5,377.00	4,074.18	1,302.82	76	
30-0810-1100 COMMUNICATIONS	-4,752.39	4,045.00	4,045.00	0.00	100	
30-0810-1300 UTILITIES	3,794.99	5,000.00	2,380.79	2,619.21	48	
30-0810-1301 UTILITIES-PUMPING STATION	74,944.15	75,000.00	42,661.75	32,338.25	57	
30-0810-1400 TRAVEL	2,391.78	2,500.00	0.00	2,500.00	0	
30-0810-1500 M & R WATER TANK	22,215.40	22,400.00	22,375.11	24.89	100	
30-0810-1600 M & R EQUIPMENT	4,518.26	10,000.00	5,351.21	4,648.79	54	
30-0810-1601 OPERATION & MAINT VAC SYS	17,028.06	35,000.00	29,660.73	5,339.27	85	
30-0810-1700 M & R VEHICLES	5,936.11	10,000.00	1,087.11	8,912.89	11	
30-0810-1800 M & R WATER SYSTEM	28,368.48	146,750.00	85,969.72	60,780.28	59	
30-0810-3100 GAS, OIL & TIRES	11,671.89	16,000.00	4,085.79	11,914.21	26	
30-0810-3300 DEPT SUPPLIES & MATERIALS	1,899.72	5,500.00	921.13	4,578.87	17	
30-0810-3301 O&M VACUUM STATIONS	103,577.02	150,000.00	77,928.66	72,071.34	52	
30-0810-3501 METERS (NEW CONSTRUCTION)	59,083.80	75,000.00	54,842.85	20,157.15	73	
30-0810-3600 UNIFORMS	3,243.18	4,800.00	2,028.16	2,771.84	42	
30-0810-4500 CONTRACTED SERVICES	4,140.00	55,000.00	0.00	55,000.00	0	
30-0810-4800 PURCHASES FOR RESALE	884,052.00	850,500.00	641,119.51	209,380.49	75	
30-0810-7000 COUNTY O&M CHARGE SEWER	201,695.75	255,911.00	139,607.58	116,303.42	55	
30-0810-7001 EQUIPMENT PURCHASE -WATER	101,562.76	17,500.00	7,250.00	10,250.00	41	
30-0810-7401 CAPITAL OUTLAY-VALVE PITS	107,620.75	65,000.00	0.00	65,000.00	0	
30-0810-7402 CAP OUTLAY MAJ EQUIP SEWR	0.00	3,812,374.00	61,250.00	3,751,124.00	2	

Account	FY 23 Actual	FY 24 Budget (\$)	FY24 YTD Actual	FY 24 Remaining Balance (\$)	FY 24 %Used	FY 25 Budget/Comments
30-0810-7403 WATER CAP OUTLAY-VEHICLES	40,879.57	110,855.00	105,125.64	5,729.36	95	
30-0810-9300 TRNSFR TO CAP RESERVE WTR	47,380.00	50,000.00	0.00	50,000.00	0	
30-0810-9302 TRANSFER CAP RESERV SEWER	56,000.00	130,000.00	0.00	130,000.00	0	
30-0810-9305 EOC OPS. MAIN AND REPAIR	19,097.20	62,500.00	21,172.75	41,327.25	34	
30-0810-9306 EOC DEBT SERVICE	1,432.76	88,976.00	88,976.27	-0.27	100	
31-0810-2100 CTY CAPITAL COSTS SEWER	988,130.90	1,006,571.00	0.00	1,006,571.00	0	
31-0810-9000 DEBT INTEREST	184,245.94	161,176.00	85,594.34	75,581.66	53	
31-0810-9301 DEBT SERVICE SEWER	5,165.89	171,279.00	171,279.34	-0.34	100	
<b>Expenditure Subtotal</b>	<b>\$3,567,154.28</b>	<b>\$8,007,682.00</b>	<b>\$1,993,069.78</b>	<b>\$6,014,612.22</b>		

REVENUE & EXPENDITURE STATEMENT FOR 50 BPART FUND									
07/01/2023 To 06/30/2024									
TOWN OF HOLDEN BEACH									
FY 2023-2024									
Account	FY 23 Actual	Budget FY 24	FY 24 Actual	FY 24 Remaining Balance (\$)	FY 24 % Used	Budget/ Comments			
<b>50 Bpart Fund</b>									
<b>Revenue</b>									
50-0301-0000 CREDIT CARD SITE FEE BPART	277.86	100.00	139.94	-39.94	140				
50-0302-0000 ACCOM TAX	3,963,725.42	4,000,000.00	3,368,178.96	631,821.04	84				
50-0302-0300 BRUNSWICK COUNTY CRP REFUND	0.00	27,000.00	54,933.94	-27,933.94	203				refund on money county holds from original CRP
50-0303-0000 ACCOMMODATIONS TAX PENLTY	-436.80	500.00	303.00	197.00	61				
50-0329-0000 INTEREST ON INVESTMENTS	137,819.36	46,019.00	38,477.64	7,541.36	84				
50-0329-0100 BPART CAP RES INTEREST	126.40	10.00	97.77	-87.77	978				
50-0331-0000 441 OBW RENTS	13,184.00	10,000.00	11,043.00	-1,043.00	110				campground rentals and food trucks
50-0336-0000 MISCELLANEOUS BPART	531,819.54	12,000.00	147,395.79	-135,395.79	1,228				average is reimbursements from County-MK and LWF
50-0336-0500 RECREATION PROGRAMS	13,521.24	10,000.00	11,732.00	-1,732.00	117				yoga/ tide dye/pickleball/classes
50-0350-0100 CAMA GRANTS - PIER	166,484.00	50,239.00	0.00	50,239.00	0				currently being executed 441 walkway
50-0367-0000 SALES TAX REFUND	0.00	2,000.00	0.00	2,000.00	0				
50-0393-6001 PARKING REVENUE	0.00	545,000.00	393,270.43	151,729.57	72				
50-0393-6100 OFF STREET PARKING	72,801.17	43,000.00	30,080.91	12,919.09	70				
50-0397-0000 TRNSFR FROM GENERAL FUND	274,395.00	783,083.00	0.00	783,083.00	0				
50-0398-0300 TRANSFR FROM BEACH INLET CRF	871,892.00	346,920.00	0.00	346,920.00	0				bend widener portion of sand/dredging
50-0399-0000 FUND BALANCE APPROPRIATED	0.00	444,273.00	0.00	444,273.00	0				
	<b>\$6,045,609.19</b>	<b>\$6,320,144.00</b>	<b>\$4,055,653.38</b>	<b>\$2,264,490.62</b>	<b>64</b>				
<b>Revenue Subtotal</b>									
<b>Expenditure</b>									
50-0401-0000 TRANSFER COUNTY ACCOM TAX	651,629.96	656,667.00	554,372.00	102,295.00	84				
50-0510-0100 DEBT SERVICE CENTRAL REACH	1,200,000.00	1,200,000.00	1,200,000.00	0.00	100				principal only
50-0610-0200 SALARIES - RECREATION	75,348.66	95,532.00	53,877.33	41,654.67	56				
50-0610-0500 FICA - RECREATION	5,930.30	7,308.00	4,144.10	3,163.90	57				
50-0610-0600 GROUP INSURANCE	14,847.37	16,198.00	3,830.22	12,367.78	24				
50-0610-0700 RETIREMENT REC	9,060.45	9,697.00	6,868.06	2,828.94	71				
50-0610-0800 401K EMPLOYERS CONTRIBUTION	1,801.34	2,283.00	1,309.18	973.82	57				
50-0610-0900 INTERNSHIP	4,153.50	6,240.00	1,313.00	4,927.00	21				40 hours x \$13 x 12 weeks
50-0710-0400 PROFESSIONAL SERVICES	136,531.97	153,400.00	147,128.93	6,271.07	96				Ward and Smith/sand search/ annual monitoring/ attorney fees
50-0710-0901 PROFESSIONAL SRV-MAINLAND	400.00	3,000.00	400.00	2,600.00	13				Turkey Trap Road site- maintenance and permitting
50-0710-0902 PROFESSIONAL SERVICES- BEACH	33,155.25	15,000.00	10,241.75	4,758.25	68				storm survey to depth of closure-1 and extra engineer analysis
50-0710-0904 RECREATION PROGRAMS	9,992.68	9,000.00	6,913.00	2,087.00	77				tide dye, camps, easter egg, holiday events
50-0710-0905 BEAUTIFICATION CLUB	12,824.17	14,700.00	716.00	13,984.00	5				\$1000 donation plus outlined garden projects

\*100 in the % Used column indicates that no b



\*100 in the % Used column indicates that no

Account	FY 23 Actual	Budget FY 24	FY 24 Actual	FY 24 Remaining Balance (\$)	FY 24 % Used	Budget/ Comments
50-0710-0906 JORDAN BLVD OPS, MX AND REPAIR	39,577.48	45,000.00	34,752.60	10,247.40	77	contract n. side of bridge; utilities; soil samples; insurance
50-0710-0907 PARK AND REC UTILITIES	892.19	1,500.00	307.38	1,192.62	20	utilities for beach accesses
50-0710-0909 DOG PARK	530.00	500.00	243.47	256.53	49	dog bags for various accesses and parks
50-0710-1100 COMMUNICATIONS	9,024.61	7,500.00	4,481.35	3,018.65	60	cell/computer support/new computer
50-0710-1200 GAS OIL AND TIRES	1,641.18	64,000.00	52,228.08	11,771.92	82	truck was purchased this year
50-0710-1300 STARFISH FIRE SUBSTATION OPS, MX, R	2,502.21	8,000.00	1,440.58	6,559.42	18	insurance/utilities/ garage doors repair and maintenance
50-0710-1400 TRAVEL & TRAINING	23,242.34	21,475.00	11,310.30	10,164.70	53	travel and training for beach and rec; sponsorships beach orgs.
50-0710-1500 PUBLIC REST ROOMS	21,669.42	225,000.00	13,674.32	211,325.68	6	this year included new bathrooms for 114 OBE and Ave E.
50-0710-1601 BEACH EQUIPMENT MAINTENAN	280.53	21,000.00	80.69	20,919.31	0	maintenance of beach equipment-parking lots/tillings OBW
50-0710-1700 BEACH VEGETATION	0.00	50,000.00	0.00	50,000.00	0	vegetation planting
50-0710-1800 SHORELINE MONITORING	28,000.00	30,000.00	0.00	30,000.00	0	annual surveys conducted in April
50-0710-1801 DEBRIS REMOVAL	429.28	105,000.00	15,137.47	89,862.53	14	includes money for raking and tilling
50-0710-2400 FESTIVAL SECURITY	2,400.00	3,000.00	1,200.00	1,800.00	40	trash cleanup for each festival
50-0710-2600 CONCERTS	35,750.00	38,500.00	24,950.00	13,550.00	65	contracts to be executed with new backup plan for pavilion
50-0710-2601 HOLDEN BEACH PROMOTION	23,234.19	22,000.00	21,460.11	539.89	98	various advertising outlets TBD; ; tee shirts; snowflakes
50-0710-2602 CHAMBER OF COMMERCE	0.00	3,000.00	0.00	3,000.00	0	donation
50-0710-2603 CONTRIBUTIONS BPART (DONATIONS)	3,000.00	3,000.00	0.00	3,000.00	0	TBD yearly; has been art council
50-0710-4300 ACCESS & RECREATION	33,263.82	217,000.00	147,421.93	69,578.07	68	coquina for parking lots/beach accesses repair/mats
50-0710-4500 WASTE IND 2ND PICK-UP	146,294.11	130,810.00	89,259.81	41,550.19	68	3% increase each year
50-0710-4700 SAND FENCE PROJECT	0.00	50,000.00	0.00	50,000.00	0	sand fence installation
50-0710-4999 SALFISH PARK	0.00	21,000.00	16,815.26	4,184.74	80	completion of master plan
50-0710-5000 POCKET PARK 628OBW	438.32	1,000.00	113.71	886.29	11	maintenance
50-0710-5001 HALSTEAD PARK	988.25	500.00	234.88	265.12	47	maintenance/lights
50-0710-5004 ROTHCHILD AND DAVIS PARK	27,727.65	40,000.00	12,843.41	27,156.59	32	pickleball nets/splash pad water/fence/ bathroom cleaning sum
50-0710-5008 USACE CSDR STUDY	800,000.00	50,000.00	50,000.00	0.00	100	Corps project study
50-0710-6000 DEBT SERVICE BLOCK Q	333,333.33	333,334.00	0.00	333,334.00	0	Principal only
50-0710-6002 BLOCK Q PROJECTS	0.00	326,000.00	0.00	326,000.00	0	phase 1 stormwater
50-0710-6003 BLOCK Q PROFESSIONAL SERVICES	4,546.60	36,400.00	36,399.06	0.94	100	Pinnacle contract
50-0710-6102 PIER RENO & REPAIR	10,348.89	1,117,200.00	52,824.29	1,064,375.71	5	phase 1 pier proper, walkway 441
50-0710-6103 441 PROFESSIONAL SERVICES	61,882.62	131,750.00	114,309.04	17,440.96	87	Bowman, Murray, Hemmingway contract
50-0710-6104 441 UTILITIES & INSURANCE	14,314.39	34,000.00	18,612.56	15,387.44	55	porta johns; insurance: water, electric
50-0710-6200 DEBT SERVICE 441 OBW	191,071.89	191,072.00	191,071.88	0.12	100	Principal only
50-0710-7200 LOCKWOOD FOLLY DREDGING	850,000.00	346,920.00	133,750.00	213,170.00	39	bend widener portion of crossing project; nav maintenance dred
50-0710-9000 DEBT INTEREST	236,698.69	200,863.00	97,890.63	102,972.37	49	Central Reach, 441, Block Q Interest
50-0810-0200 SALARIES BEACH PROJECT	34,621.04	75,045.00	33,067.19	41,977.81	44	rec tech and .75 PW full time equiavient
50-0810-0300 OVERTIME - BEACH PROJECT	3,909.95	4,269.00	4,181.07	87.93	98	
50-0810-0500 FICA BEACH PROJECT	2,815.29	6,068.00	2,786.27	3,281.73	46	

\*100 in the % Used column indicates that no b

Account	FY 23 Actual	Budget FY 24	FY 24 Actual	FY 24 Remaining Balance (\$)	FY 24 % Used	Budget/ Comments
50-0810-0700 RETIREMENT BEACH PROJECT	4,579.53	8,050.00	4,731.49	3,318.51	59	
50-0810-0800 401K EMPLOYERS BEACH PRJT	1,014.02	3,839.00	210.93	3,628.07	5	
50-0810-0900 GROUP INSURANCE BEACH PROJECT	10,856.60	32,396.00	3,794.58	28,601.42	12	
50-0820-1000 CONTRACT SERVICES SANITATION	66,248.24	85,000.00	35,600.00	49,400.00	42	Rollback(1/2) & Beach Strand Trash (all) ;
50-0840-0200 BEACH RANGER SALARIES	12,144.60	20,000.00	6,988.40	13,011.60	35	2 people per day x 7 days per week x 16 weeks x \$13
50-0840-0300 BEACH RANGER EQUIPMENT AND SUPPLIES	15,930.77	16,128.00	13,201.09	2,926.91	82	utv rental
50-0840-0400 BEACH RANGER GAS, OIL, AND TIRES	997.96	2,500.00	172.35	2,327.65	7	
50-0840-0500 FICA	921.79	1,500.00	534.65	965.35	36	
<b>Expenditure Subtotal</b>	<b>\$5,212,797.43</b>	<b>\$6,320,144.00</b>	<b>\$3,239,194.40</b>	<b>\$3,080,949.60</b>	<b>51</b>	

(17) cut off sheet -> plus double coverage holidays + training



Town of Holden Beach  
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 2/7/2024

FROM: Tracey Thomas & Tom Myers

DATE SUBMITTED: 2/3/2024

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**ISSUE/ACTION REQUESTED:**

Review & Possible Action Key Bridge Foundation ADA Mediation Resolution Agreement statement

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**BACKGROUND/PURPOSE OF REQUEST:**

In light of Mr. Green's letter stating that 'some of the newly elected Board members appear to be intent on ignoring the binding ADA mediation agreement' and Mayor Holden's comments to the Brunswick Beacon that 'Myers, Paarfus and Thomas have voted to shut down some of those (ADA agreement ongoing projects)' the Town of Holden Beach should release a statement that the town remains fully committed to fulfilling the obligations of the Key Bridge Foundation ADA Mediation Agreement.

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**FISCAL IMPACT:** (circle one)

BUDGET AMENDMENT REQUIRED: NO

CAPITAL PROJECT ORDINANCE REQUIRED: NO

PRE-AUDIT CERTIFICATION REQUIRED: NO

REVIEWED BY FINANCE DIRECTOR: NO

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**CONTRACTS/AGREEMENTS:** (circle One)

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

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**ADVISORY BOARD RECOMMENDATION:** N/A

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**TOWN MANAGER'S RECOMMENDATION:** N/A

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**FINANCE RECOMMENDATION:** N/A

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**ATTACHMENT**

Town of Holden Beach Key Bridge Foundation ADA Mediation Agreement Statement

**RESOLUTION 24-02**  
**RESOLUTION CONFIRMING SUPPORT OF THE KEY BRIDGE FOUNDATION ADA**  
**MEDIATION AGREEMENT**

**WHEREAS**, the Town of Holden Beach has executed the Key Bridge Foundation ADA Mediation Resolution Agreement; and

**WHEREAS**, the agreement includes the following obligations:

1. **Jordan Blvd.** – (a). Remove existing ramp and replace with new section of sidewalk; (b). ensure access to sidewalk from all existing accessible parking spaces; (c). provide proper markings and signage
2. **114 OBE Parking lot** – (a). In consultation with CAMA, as needed, identify potential ADA compliant surfaces are firm, stable, and slip resistant to the maximum extent possible given the proximity of blowing sand; (b). Make the agreed upon surface improvements; (c). Install proper signage and markings.
3. **114 OBE Ramp** – Replace current wooden handrails on the ramp with round railings similar to those used at Sunset Beach.
4. **114 OBE Ramp** – (a). Improve the transition from the end of the ramp to the mat so as to eliminate existing dip and area of sand accumulation; (b). Extend the mat to the maximum CAMA permitted length; (c) Add options for wheelchair seating to eliminate beachgoers sitting on the mat which blocks access for other beachgoers.
5. **East End Parking Area** – (a). Explore options from procuring Town access so as to expand accessible parking for the East End beach area; (b). In consultation with CAMA, as needed, identify potential ADA compliant surfaces that are firm, stable and slip resistant to the maximum extent possible given the proximity to blowing sand; (c) Make the agreed upon surface improvements; (d) Install proper signage and markings.
6. **East End Beach Access** – (a). Explore options for procuring Town access so as to provide an accessible beach path for East End Beach area; (b). Explore the options for establishing an access path that is firm, stable, and slip resistant ADA approved surface, to the maximum extent possible given the proximity to blowing sand; (c) Install the agreed upon access path.
7. **Accessible Rest Rooms** – Provide accessible Rest Rooms at East End and 114 OBE.
8. **700 Block OBW parking** – (a). In consultation with CAMA, as needed, identify potential ADA compliant surfaces that are firm, stable and slip resistant to the maximum extent possible given the proximity to blowing sand; (b). Make the agreed upon surface improvements; (c) Install proper signage and markings.
9. **801 OBW** – (a). Explore the options for establishing an access path that is a firm, stable and slip resistant ADA approved surface, to the maximum extent possible given the proximity to blowing sand; (b). Install the agreed upon access path.
10. **Pier Parking Lot** – (a). install a continuous mat from the end of the hard surface of the parking lot to the beach; (b). Extend the mat to the maximum CAMA permitted length; (c) Add options for wheelchair seating to eliminate beachgoers sitting on the mat which blocks access for other beachgoers; and

**WHEREAS**, the Town is on track to complete these projects as required by the agreement; and

**WHEREAS**, the Town has not voted to shut down any of these projects; and

**WHEREAS**, the Town has no intention of ignoring the binding ADA Mediation Resolution Agreement.

**NOW, THEREFORE BE IT RESOLVED**, by the Holden Beach Board of Commissioners that the Town remains fully committed to fulfilling the obligations of the Key Bridge Foundation ADA Mediation Resolution Agreement.

This the 7<sup>th</sup> day of February, 2024.

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J. Alan Holden, Mayor

ATTEST:

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Heather Finnell, Town Clerk



Town of Holden Beach  
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

FROM: Tracey Thomas & Tom Myers

MEETING DATE: 2/7/2024

DATE SUBMITTED: 2/3/2024

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**ISSUE/ACTION REQUESTED:**

Review & Possible Action Related to Mr. Green's contract with Town of Holden Beach

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**BACKGROUND/PURPOSE OF REQUEST:**

Mr. Green has not provided the Commissioners of HB with a resignation letter. The letter sent to Mayor Holden on January 16 and read aloud at the Jan 23 BOC meeting is not a valid resignation letter because Mr. Green does not report to Mayor Holden per NC Statute 160A-173.

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**FISCAL IMPACT:** (circle one)

BUDGET AMENDMENT REQUIRED: NO

CAPITAL PROJECT ORDINANCE REQUIRED: NO

PRE-AUDIT CERTIFICATION REQUIRED: NO

REVIEWED BY FINANCE DIRECTOR: NO

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**CONTRACTS/AGREEMENTS:** (circle One)

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

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**ADVISORY BOARD RECOMMENDATION:** N/A

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**TOWN MANAGER'S RECOMMENDATION:** N/A

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**FINANCE RECOMMENDATION:** N/A

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**ATTACHMENT**

NC Statute 160A-173

[https://www.ncleg.gov/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_160A/GS\\_160A-173.pdf](https://www.ncleg.gov/EnactedLegislation/Statutes/PDF/BySection/Chapter_160A/GS_160A-173.pdf)

Mr. Greene's contract

Mr Green's letter to Mayor Holden dated Jan 16

Part 6. City Attorney.

**§ 160A-173. City attorney; appointment and duties.**

The council shall appoint a city attorney to serve at its pleasure and to be its legal adviser.  
(1971, c. 698, s. 1.)

# THE LAW FIRM OF RICHARD F. GREEN, PLLC

2998 Holden Beach Road, SW  
Holden Beach, North Carolina 28462

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(910) 842.1857 (Telephone)

(910) 842-1859 (Facsimile)

Richard F. Green

Katherine M. Madon

March 19, 2021

The Town of Hold Beach  
c/o Heather Finnell, Town Clerk  
VIA EMAIL

RE: Engagement Agreement for Legal Services

Dear Ms. Finnell,

This letter will confirm that we have been asked to provide legal services for the Town of Holden Beach (hereinafter "town" or "the town"). This letter sets forth the terms and conditions by which Richard F. Green Attorney at Law, PLLC (hereinafter "us," "we," or "the firm") will represent the Town's interests. It is our understanding that our fees and related expenses, as set forth in detail herein, will be paid by the Town.

This letter constitutes the engagement agreement (the "Agreement") between the Town and the firm, describes the terms of our relationship, and sets forth the general terms of our assistance to the Town. If the Agreement is acceptable, please sign and return a copy to us at your earliest convenience. Please feel free to contact us if you have any comments or questions concerning this Agreement.

- (1) Legal Services: To provide representation, legal assistance and advice to the Town of Holden Beach to include attendance at meetings, policy and committee meetings, personnel hearings, and any other legal service as requested by the Town and/or designated personnel. This representation does not include advice on tax-related matters.
- (2) Fees for Services: The firm has agreed to bill an hourly rate of \$250.00 per hour and \$80.00 per hour for paralegals, which work will be limited to administrative tasks. The Board will be billed in increments of six minutes (0.10).
- (3) Costs: Any out of pocket expenses, including out of town travel, copies, court costs, telephone calls, conventions or conferences approved by the Town will be billed at the above rate.
- (4) Billing: An itemized bill for services rendered and expenses incurred shall be presented to the Town Clerk, or designated official, on a monthly basis.



We are confident that we can work together in a manner satisfactory to the Town. However, the Town is free to terminate our services at any time. In addition, and subject to applicable rules of professional conduct governing termination of representation, in the event we disagree on any aspect of this engagement or for other appropriate reasons, we have the right to withdraw from further representation of the Town.

We have carried out our usual conflicts clearance activities and have found no indication that the firm is professionally involved in any aspect of the matter for which the Town proposes to engage us. However, as with other firms that are involved in a wide variety of practice areas, there may be circumstances in which one of our lawyers has involvement in a matter that would not necessarily be disclosed by our conflicts checking process. By signing below, the Town affirms that there is no reason to believe that the firm has rendered or is rendering services to any person or entity that might be involved, however remotely, in the matter for which the Town proposes to engage us and that the undersigned will immediately be notified should the Town have, at any time during our representation, such indication.

Attorneys are required by federal law to inform their clients of their policies regarding privacy of client information. In addition to these federal laws, attorneys have been and continue to be bound by professional standards of confidentiality under state law and our ethics standards. In the course of providing our clients with advice and representation in diverse areas of practice, we receive significant personal information from our clients and their other advisors. As a client of our firm you should know that all information we receive about the Town is held in confidence, and is not released to people outside the firm, except as agreed to by the Town, or as appropriate under applicable laws and rules. We maintain physical, electronic and procedural safeguards that comply with our professional standards to guard non-public personal information.

If the Town agrees with the terms of this engagement, please sign and date a copy of this letter, scan and return it to me by email. Hard copy of this letter will not follow unless so requested.

Once again, we are pleased to have this opportunity to work with the Town. We appreciate your confidence in our firm and we look forward to aggressively representing your interests.

Sincerely,



Katherine M. Madon  
Richard F. Green

# RICHARD F. GREEN

## Attorney at Law, PLLC

2998 Holden Beach Road, SW  
Holden Beach, North Carolina 28462  
greenlaw@atmc.net

(910) 842.1857 (Telephone)

(910) 842-1859 (Facsimile)

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January 16, 2024

### VIA HAND DELIVERY

J. Alan Holden, Mayor  
Town of Holden Beach  
110 Rothschild Street  
Holden Beach, NC 28462

Re: Letter of Resignation

Dear Mayor Holden,

Please consider this letter as confirmation that I am hereby resigning my position as attorney for The Board of Commissioners for the Town of Holden Beach. This resignation is predicted on the fact that some of the newly elected Board members appear to be intent on ignoring the binding ADA mediation agreement entered into between the Town and Martha Meyers and the United States Department of Justice. I participated in that mediation along with commissioners Smith and Murdock.

Sincerely,



Richard F. Green

RFG/lf



Town of Holden Beach  
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 2/7/2024

FROM: Tracey Thomas & Tom Myers

DATE SUBMITTED: 2/3/2024

---

**ISSUE/ACTION REQUESTED:**

Review & Possible Action Related to hiring an Attorney for the Town of Holden Beach

---

**BACKGROUND/PURPOSE OF REQUEST:**

Holden Beach currently has no attorney and needs an interim and permanent attorney.

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**FISCAL IMPACT:** (circle one)

BUDGET AMENDMENT REQUIRED: NO

CAPITAL PROJECT ORDINANCE REQUIRED: NO

PRE-AUDIT CERTIFICATION REQUIRED: NO

REVIEWED BY FINANCE DIRECTOR: NO

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**CONTRACTS/AGREEMENTS:** (circle One)

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

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**ADVISORY BOARD RECOMMENDATION:** N/A

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**TOWN MANAGER'S RECOMMENDATION:** N/A

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**FINANCE RECOMMENDATION:** N/A

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**ATTACHMENT**

Sydnee Moore resume

Sydnee Moore letter of engagement

# SYDNEE MOORE

1208 Ocean Blvd. West • Holden Beach, NC 28462  
704.258.1889 • [Sydnee@moorelaw-llc.com](mailto:Sydnee@moorelaw-llc.com)

## EDUCATION

**Juris Doctor (2015)**

Brandeis School of Law, University of Louisville

**Bachelor of Arts (2012)** Non-profit Administration, Biology, Economics  
University of Kentucky

**Master of Science (In Progress)** Biomedical Engineering

## RELEVANT EXPERIENCE

**Moore Law, PLLC**

2020-Present

Attorney

- Incorporate, draft documents, and register Intellectual Property for local businesses, start-ups, and established corporations.
- Practice Areas include: Intellectual Property, Corporate, Small Business, Contracts, and Non-Profit Law
- Registered Patent Attorney

**Independent Contractor for Several Law Firms**

2015-2020

- Offered Intellectual Property and Corporate Drafting services to eight law firms in North Carolina, South Carolina, and Kentucky.

**University of Louisville Office of Technology Transfer**

2014-2015

Intellectual Property Law Clerk; Legal Intern

- Prepared marketing abstracts and technology assessments.
- Researched, compiled, analyzed, and drafted policy and contract language.

## CURRENT BOARD POSITIONS

**Brunswick Arts Council**

2017-Present

General Counsel

Current President

- Instituted complete overhaul of organization at direction of NC Arts Council.
- Focus on proper board governance, amending Bylaws, and rebuilding a functional organization in line with federal and state statutes and procedures.

**Azalea Dog Training Club**

2023-Present

Treasurer

- Current focus is on amending Bylaws and establishing proper Board Governance.

# Moore Law

910.240.4878

EST. 2020

PLLC

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**4 February 2024**

**Town of Holden Beach  
Board of Commissioners  
c/o Tracey Thomas  
via e-mail**

## **In Re: Engagement Agreement for Legal Services**

To the Holden Beach Board of Commissioners:

This letter of engagement confirms that Moore Law, PLLC has been asked to provide legal services for the Town of Holden Beach ("Town"), and sets forth the terms and conditions by which Sydnee Moore of Moore Law, PLLC ("Attorney") will represent Town's interests.

This letter comprises the engagement agreement ("Agreement") between Town and Attorney, describes the terms of the relationship of Town and Attorney, and sets forth the general terms of Attorney's Assistance to Town. Such terms are listed below:

1. **Legal Services.** As provided in this Agreement, legal services are to provide representation, legal assistance, and advice to Town; including attendance at Board of Commissioners meetings, policy and committee meetings, personnel hearings, and any other legal service requested by Town and/or designated personnel.
2. **Fees for Services.** Attorney has agreed to bill an hourly rate of \$250.00 per hour, billed in increments of six (6) minutes (0.10).
3. **Costs.** Any out of pocket expenses, including out of town travel, copies, court costs, telephone calls, conventions or conferences approved by Town will be billed at the rate listed in section two (2) of this Agreement.
4. **Billing.** An itemized bill for services rendered and expenses incurred shall be presented to the Town Clerk, or designated official, on a monthly basis.
5. **Approval for Specialized Counsel.** To best serve Town's legal needs, Attorney shall have approval to bring in specialized outside counsel for matters outside the scope of Attorney's knowledge or practice. Such matters include, but are not limited to, construction law, labor and employment law, and tax law. Attorney will make best efforts to secure fees from outside counsel at the agreed upon hourly rate from section two (2) of this Agreement.

---

1208 OCEAN BLVD WEST, HOLDEN BEACH, NC 28462

[www.moorelaw-llc.com](http://www.moorelaw-llc.com)

Attorney has carried out a conflicts of interest assessment and found no indication of any conflicts with the Town of Holden Beach or any aspect of the services for which the Town has engaged Attorney's services. Attorney's current positions on the Board of Directors for local organizations do not impede Attorney's ability to serve the Town in any way. Attorney has disclosed all current local board positions to the Board of Commissioners before entering this Agreement. However, there may be circumstances that would not be disclosed by the conflict assessment process. By signing below, Town of Holden Beach affirms there is no reason to believe Attorney has rendered or is rendering services to any person or entity that may be involved, however remotely, in the matter for which Town proposes to engage Attorney, and that the undersigned will immediately be notified should Town have such indication at any time during Attorney's representation.

Federal law requires Attorneys to inform their clients of their policies regarding privacy of client information. Additionally, Attorneys are bound by professional standards of confidentiality under state law and ethics standards. All information received by clients of Moore Law, PLLC is held in confidence, and is not released to any person or entity outside of the firm, except as agreed to by Town, or as appropriate under applicable laws and rules. Attorney maintains physical, electronic, and procedural safeguards that comply with professional standards to guard non-public personal information.

I am confident that with my legal knowledge and experience along with proper Town leadership, I can render legal services in a manner satisfactory to Town. However, Town is free to terminate the legal services in this Agreement at any time. Additionally, subject to applicable rules of professional conduct governing termination of representation, Attorney has the right to withdraw from further representation of Town with appropriate notice presented to the Board of Commissioners.

If Town agrees with the terms of this letter of engagement, please sign and date below, then scan and return it to Attorney by e-mail at [sydnee@moorelaw-llc.com](mailto:sydnee@moorelaw-llc.com). I look forward to working with the Town of Holden Beach.

Best Regards,

Sydnee Moore

This Agreement is hereby accepted on this \_\_\_\_\_ day of February, 2024

The Town of Holden Beach

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_