



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

**Tuesday, April 19, 2022
5:00 PM**

**Holden Beach Town Hall
Public Assembly**



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS' REGULAR MEETING
HOLDEN BEACH TOWN HALL – PUBLIC ASSEMBLY
TUESDAY, APRIL 19, 2022 - 5:00 P.M.**

1. Invocation
2. Call to Order/ Welcome
3. Pledge of Allegiance
4. Agenda Approval
5. Approval of Minutes
 - a. Minutes of the Regular Meeting of March 8, 2022 (Pages 1 – 9)
 - b. Minutes of the Special Meeting of March 21, 2022 (Page 10)
6. Public Comments on Agenda Items
7. Police Report – Chief Dixon (Pages 11 – 14)
8. Discussion and Possible Action on Items Necessary to Update the Paid Parking Program – Town Manager Hewett (Pages 15 – 26)
 - a. Ordinance 22-07, An Ordinance Amending the Holden Beach Code of Ordinances, Title VII: Traffic Code
 - b. Ordinance 22-08, An Ordinance Amending Ordinance 21-13, The Revenues and Appropriations Ordinance for Fiscal Year 2021 – 2022 (Amendment No. 13)
9. Discussion and Possible Approval of Ordinance 22-09, An Ordinance Amending Ordinance 21-13, The Revenues and Appropriations Ordinance for Fiscal Year 2021 – 2022 (Amendment No. 14) – Town Manager Hewett (Pages 27 – 28)
10. Discussion and Possible Action on Parks & Recreation Trust Fund (PARTF) Project Grant Application Submission – Assistant Town Manager Ferguson (Pages 29 – 47)
11. Discussion and Possible Action on Public Beach and Coastal Waterfront Grant 22-23 Preapplication Submission – Assistant Town Manager Ferguson (Pages 48 – 58)
12. Discussion and Possible Action on Letters of Support from Commissioners for Congressional Spending Funding Request to Congressional Delegation – Assistant Town Manager Ferguson (Pages 59 – 81)

13. Discussion and Possible Approval of Contract between the Town and Holden Beach Enterprises for the Purchase of Block Q – Attorney Green (Pages 82 – 96)
 - a. Ordinance 22-10, An Ordinance Amending Ordinance 21-13, The Revenues and Appropriations Ordinance for Fiscal Year 2021 – 2022 (Amendment No. 15) - Town Manager Hewett
14. Discussion and Possible Approval of Resolution 22-06, A Resolution of the Board of Commissioners of the Town of Holden Beach (Requesting State Assistance to Construct a New Wastewater Vacuum Pumping Station to Replace Existing Station) – Public Works Director Clemmons (Pages 97 – 100)
 - a. Water & Sewer Capital Improvement Plan
15. Discussion and Possible Approval of Ordinance 22-11, An Ordinance Amending Ordinance 21-13, The Revenues and Appropriations Ordinance for Fiscal Year 2021 – 2022 (Amendment No. 16) – Town Manager Hewett (Pages 101 – 102)
16. Discussion and Possible Action/Decision on the Prioritization of Board Objectives – Commissioner Kwiatkowski (Pages 103 – 108)
17. Public Comments on General Items
18. Town Manager’s Report
19. Mayor’s Comments
20. Board of Commissioners’ Comments
21. Executive Session Pursuant to North Carolina General Statute 143-318.11(A)(6), To Discuss Qualifications, Competence, Performance of a Public Employee
22. Adjournment

* The remote meeting will be livestreamed on the Town’s Facebook page. Visit <https://www.facebook.com/holdenbeachtownhall/> to watch the livestream. Public comments can be submitted to heather@hbtownhall.com prior to 1:00 p.m. on April 19, 2022.



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS
REGULAR MEETING
TUESDAY, MARCH 8, 2022 – 5:00 P.M.**

The Board of Commissioners of the Town of Holden Beach, North Carolina met for a Regular Meeting on Tuesday, March 8, 2022 at 5:00 p.m. in the Town Hall Public Assembly. Present were Mayor J. Alan Holden; Mayor Pro Tem Rick Smith; Commissioners Gerald Brown, Brian Murdock, Page Dyer and Pat Kwiatkowski; Town Manager David W. Hewett; Town Clerk Heather Finnell; Assistant Town Manager Christy Ferguson; Inspections Director Tim Evans; Police Chief Jeremy Dixon; Lieutenant Frank Dilworth; and Town Attorney Rick Green.

Mayor Holden asked for a moment of silence and then called the meeting to order.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

Mayor Pro Tem Smith would like to add Discussion on the Acquisition of Real Property to the Closed Session. Commissioner Kwiatkowski would like to add 9f, Discussion and Action on Town Communication Plan and Items to be Produced for the Paid Parking Rollout.

The Board unanimously agreed to add the items to the agenda.

APPROVAL OF MINUTES

Motion by Commissioner Murdock to approve the minutes of January 26, 2022 and February 15, 2022 as presented; second by Mayor Pro Tem Smith; approved by unanimous vote.

PUBLIC COMMENTS ON AGENDA ITEMS

No comments were made.

PRESENTATION OF PLAQUE FROM FEMA TO THE HOLDEN BEACH PLANNING DEPARTMENT FOR THE TOWN'S SUCCESSFUL PARTICIPATION IN THE NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY RATING SYSTEM

Mayor Holden presented a plaque from FEMA to Inspections Director Evans for the Town's successful participation in the National Flood Insurance Program Community Rating System.

POLICE REPORT

Chief Dixon explained the new report and answered questions from the Board.

DISCUSSION AND POSSIBLE ACTION ON ITEMS NECESSARY TO PROCEED WITH PAID PARKING

Town Manager Hewett said we are assuming the draft ordinance is refined enough to consider for adoption. Based on that, he would like to be provided the opportunity to have the Police Department and Public Works ground truth it by marking all locations where parking is proposed to occur, for both on street and off-street categories. Marking the spaces will allow public safety officials to realistically test and evaluate if the distances from intersections and parking locations provide sufficient turning access, in addition to allowing other large public services and recreational vehicle towing combinations to gauge the effect of the newly reduced intersection spacing.

Town Manager Hewett said there are templates and content examples for signage for the Board to review. A budget amendment is also included to accommodate the funding streams for both on and off-street parking in accordance with the Fiscal Control Act and the on and off-street parking law regarding the use of the same revenues. The budget amendment represents estimates for the last 90 days of the current fiscal year and funds generated will primarily be used for signage and any site work required for implementation. The General Fund will house the program with expenses being made from the Streets Department.

Town Manager Hewett recommended that the Board consider a soft start date of May 1st. Reasons for the recommended date include that we don't know the delivery time for signage; we are uncertain how long it will take to prep the Davis Street property; and Easter week is April 10th – 17th. The large influx of visitors is probably not the best time to test a new system. He believes the extra month would be better utilized to advertise the beginning of the program via a large digital sign at the foot of the bridge, among other things to be determined in our communications plan. It will be critically important to be able to standardize and communicate the program's specifics through various Town media/message platforms. Days at the Dock is April 23rd – 24th. It will locate vendors in various parking areas. There is enough activity associated with the event that it would be cleaner to not complicate the program further until the Board decides on a protocol and schedule for a no pay/reduced pay days and schedule which can be determined at a later date.

Town Manager Hewett explained it is suggested that the Town seek local legislation from the General Assembly waiving the constraints imposed by NCGS 160A-301(a) relating to the use of on street parking revenues, similar to the flexibility afforded to the several towns in New Hanover County through their enabling legislation that allows for the use of all paid parking revenues for any public purpose. Feedback from the League of Municipalities indicates that bill filing deadlines for local bills have not been announced yet, but the best guess is mid-April or mid-May. They suggest that now is the appropriate time to reach out to the Town's local delegation to educate them on the need and request they have legislative staff draft a bill if the Town is ready to proceed in that direction.

Town Manager Hewett said we did get clarification from the Wildlife Resources Commission. It delineates the wildlife boat ramp. It will necessitate deletion of areas 46 and 46.5 in the ordinance.

Chief Dixon explained they have been working with the Fire Department and they brought the ladder truck over here. They put flags out. If a car had been sitting at 25 feet, the truck would have hit it. In order to clear and make the turn it needs about 38 feet from the right-of-way. The Fire Department suggested rounding it to 40 feet. The Fire Department also identified two other areas of concern. Dunescape is listed as parking on both sides. They would prefer to eliminate parking on the eastern side so H68 would be two spots on the west. The current signage in front of 574 Ocean Boulevard West where they are located has no parking adjacent to the property. Right now, if you read the ordinance, it would open it up. Getting the trucks in and out of the bays could be an issue. They asked that the Town move it back past the station. Commissioner Dyer said there are two spots now past the station. Chief Dixon said they are not saying they need to go away, just that they don't need to be moved up. He doesn't know the footage on that.

Mayor Pro Tem Smith brought up handicap spaces. He thinks a couple could be added on Jordan and the east end. Lieutenant Dilworth said he counted 13 today. There are two at Jordan, two on the east end and nine adjacent to Quinton. He agreed you can add a few on the east end and on Jordan Boulevard. He suggested the bathroom under the bridge is also a possibility. He said he didn't count the two at the pump station. Commissioner Kwiatkowski agreed the suggested areas would be good areas to get us where we need to be. Inspections Director Evans said the average used to be one in every 20, but it may have gone to one in 25, he would need to check current regulations. He explained that van accessible spaces can also count for the handicap number. They can be both. You do need to have the van accessible percentage right. Mayor Pro Tem Smith suggested that be handled between staff and Mr. Varner to get that done.

Commissioner Dyer said H57 and H58 are flip flopped on the chart. Elizabeth is west side only, three and Ranger is eight, both sides.

Commissioner Dyer said at the fire station on Starfish, currently one spot is on the east and one on the west. Chief Dixon said so that needs to go to both sides of the street.

Town Manager Hewett said he just confirmed with the clerk that she was able to capture those changes, to include an effective date of May 1st, should the Board be so inclined. The Board decided they didn't need to vote on each item separately.

Motion by Mayor Pro Tem Smith to approve the paid parking ordinances, service agreement with Otto Connect, the sign templates (believes Mr. Varner has some that are a little less crowded), the Budget Amendment 22-04, the Town staff to request enabling legislation from the General Assembly, 160A-301(a).

The Board mentioned the need to add the start date. Mr. Varner went over the new proposed sign template. Commissioner Kwiatkowski said we won't have vehicle and trailer signs since those spaces are Wildlife's and won't be included. After discussion, Mr. Varner agreed that without those spots there are no specifically designated areas. If someone with a trailer parks, they are supposed to pay for both the vehicle and the trailer.

Mayor Pro Tem Smith clarified his motion was with changes that they made during the meeting this evening and with a May 1st effective date; second by Commissioner Brown.

Mayor Holden asked Attorney Green if he is satisfied to move forward. Attorney Green replied yes. He does want to make sure the Town is ADA compliant. He wants to work with Mr. Varner and Chief Dixon. He will also call Martha who has been sending emails regarding ADA compliance. Mayor Holden asked if Otto Connect is confident that they can meet the deadlines. Mr. Varner responded yes. They have materials and staff lined up for signs. It usually takes two weeks to release the app. He has arranged for his staff to be at Bridgeview Park on Saturdays to help people. They are ready whenever the Town is ready. Town Manager Hewett said it will be a combined effort between the Police Department and Public Works to work with Otto Connect to make sure the signs are in the correct place. Mr. Varner said the job description is ready to go out for local distribution once he receives approval.

The motion passed by unanimous vote.

Commissioner Kwiatkowski said she had a lot of people ask about a FAQ section on the website. She also said we need a nice, easily found page that gives information on the program.

Mr. Varner explained they will be ready in about two weeks for people to purchase an annual pass. He reviewed his How it Will Work document. It provides the basics for the program. They have flyers ready to be printed. They will be distributed to Town Hall and local establishments. Mr. Varner said they will have people here on weekends in early April. They will have the signs up and will cover them until it is time to start. If the Town wants to do outside media, he is open to helping with that. Town Clerk Finnell added the Town will use all of our social media platforms, including Facebook, Instagram and the email blast. The Board discussed sending information to the Beacon and Port City. The Board agreed to send a press release to the newspapers. The information will also be included in the April water bills. The Town will use Mr. Varner's information as a FAQ section on the website.

Commissioner Kwiatkowski asked how people communicate to Otto Connect if they see people violating the parking regulations. Mr. Varner replied people can call them if they see something. Their number is on all of their materials. They would look into a complaint. If it is beyond their abilities, they would contact the Police Department. Staffing for the program was discussed.

DISCUSSION AND POSSIBLE APPROVAL OF RESOLUTION 22-05, RESOLUTION OF THE TOWN OF HOLDEN BEACH, APPROVING AN INSTALLMENT FINANCING CONTRACT AND DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS

Assistant Town Manager Ferguson explained the Board has the pier property financing contract and resolution before them. The documents are the financing contract, the deed of trust, Resolution 22-05 and the wire transfer agreement. Andrew Carter from DEC Associates and Scott Leo from Parker Poe are on the phone if the Board has any questions.

Commissioner Kwiatkowski asked about flood insurance in article 6, page 11. Town Manager Hewett responded that the NFIP will only apply to the structures on the property, not the pier or the land. Commissioner Kwiatkowski said page 101 talks about the Town needing to get bank approval for leases. She asked what the procedure is for that. Mr. Leo explained it is a matter of informing the bank of what you are doing. Attorney Green is satisfied with paperwork. Mayor Holden said the state, legal counsel, staff and the lender are in agreement at this time.

Motion by Mayor Pro Tem Smith to approve Resolution 22-05, Approving Installment Financing with a closing date of March 28, 2022; second by Commissioner Brown; approved by unanimous vote.

DISCUSSION AND POSSIBLE APPROVAL OF CONTRACT WITH THE DIVISION OF COASTAL MANAGEMENT (DCM) FOR A GRANT (50-FOOT LOT PORTION OF THE HOLDEN BEACH PIER PROPERTY)

Assistant Town Manager explained that in the April timeframe of last year we submitted a preliminary application to DCM regarding the 50-foot lot for the pier property. We were selected and did the follow-up final application which was due in August. We received word that we were approved for the grant in the amount of \$180,460.

Motion by Mayor Pro Tem Smith to enter into contract with the Division of Coastal Management and authorize Town Manager Hewett to execute the contract; second by Commissioner Kwiatkowski; approved by unanimous vote.

FEEDBACK FROM THE TOWN ATTORNEY REGARDING THE POSSIBLE USE OF 796 OCEAN BOULEVARD WEST AS A COMMUNITY CENTER IN LIGHT OF MAYOR HOLDEN'S QUESTION WHETHER A TOWN ORDINANCE RELATED TO CLUBHOUSES IS APPLICABLE

Commissioner Kwiatkowski said at the last meeting Mayor Holden had highlighted that he wanted to understand if the proposed use for 796 Ocean Boulevard West was in compliance with the Town's ordinances. Mayor Holden went over his concerns. Attorney Green went over permitted uses. His understanding is that it would be used as community center, not as a clubhouse. He reviewed the information from when it was deeded to the Town. Attorney Green said zoning doesn't prevent it and restrictive covenants don't exist, so it is up to the Board to determine the ultimate use.

DISCUSSION AND POSSIBLE APPROVAL OF ORDINANCE 22-05, AN ORDINANCE AMENDING ORDINANCE 21-13, THE REVENUES AND APPROPRIATIONS ORDINANCE FOR FISCAL YEAR 2021 – 2022 (AMENDMENT NO. 11), APPROPRIATING FUNDS FOR SEWER CAPITAL OUTLAY

Budget & Fiscal Analyst McRainey said revenues for the System Development fees have exceeded projections. These fees are collected and moved to the Capital Reserve Fund to help pay for costs incurred to increase sewer capacity. Staff is asking that the Board approve the amendment to transfer funds from the Capital Reserve Fund to the Water and Sewer Fund to be used for the purchase of valve pits that will expand sewer service to new homes.

Motion by Commissioner Brown to approve; second by Commissioner Murdock; approved by unanimous vote.

PUBLIC COMMENTS ON GENERAL ITEMS

Sally Caldwell asked if there is any information on when the house that burned down will be removed. Chief Dixon responded it has been handed to the insurance company. It is up to them. Ms. Caldwell said in the Brunswick Beacon on February 17th there was a letter written by Keith Smith but it had

Mayor Pro Tem Smith's picture. Mayor Pro Tem Smith said he did ask the Beacon for a correction but has not seen one yet. Keith Smith wrote the article; his picture was used by mistake by the paper.

Irvin Woods explained why he thinks that the Board made the right decision by not having parking in his area. He thanked the Board and staff for the years of efforts on the east end.

Marti Arrowood thanked the Board and the Police Department for their due diligence in looking out for them. She also thanked them for the oceanfront property at 441 Ocean Boulevard West. She thinks the Board did a great thing to maintain some green space. Mrs. Arrowood provided information about calling 911 on a Saturday. She was told since the Town doesn't have permanent person, you call 911.

Chief Dixon explained with the Town's integration with the CAD system, the 911 center gets notified when they put a call in. He said whether you call 911 or the Police Department, they are still having communication. They do have someone in the office Monday – Friday, but if you need someone after hours, you can still call 911.

Jim Keever asked if the traffic pattern on the bridge will be right turn only during the season. Chief Dixon said he found it to be successful last year. They still need to make the final decision for this year.

TOWN MANAGER'S REPORT

- FEMA Storm Damage Repair Project is right at 2/3 of the way complete, with approximately 1,100,000 cubic yards placed on the beach so far. We anticipate an on-time completion now that both dredges are almost back in operation. The R.N. Weeks has returned after having its repairs done and is pumping eastward towards the berm near 330 Ocean Boulevard West. Once we get the tie in there, the subline will be repositioned and the sand will be pumped west. The Lindholm tagged out for a couple of days over the weekend. They had to get fuel and perform some maintenance. It is scheduled to return today and resume operations at subline 3, with Weeks moving onto subline 4, which is west of the pier.
- Corps' Lockwood Folly Inlet Crossing Navigation Maintenance Project – It is due to place about 210,000 cubic yards of beach compatible sand on the east end. It began last week. The environmental window closes in April. It may impact completion of the project. It will be tight. Southwind is the dredging company and they are working hard to get it completed in time.
- Per the Board's direction, the wetland delineation and clearing as needed for the surveyor is underway for 812, OBW, 764 OBW and the marsh streets.
- Seagull Street Paving – we have the bid package going out next Tuesday. The scheduled bid opening is March 29th. We anticipate paving to occur before Memorial Day as we have done for the past several years.

Commissioner Kwiatkowski asked if there would be a chance to bring the marsh streets into the parking program in the near future. Town Manager Hewett said he thinks we should wait until the delineation is completed. He explained where we are in the delineation process.

MAYOR'S COMMENTS

- Has never seen as much positive activity improving our oceanfront and inlet areas. Exciting to see all of this happening. Will be a wonderful thing when we get through this. Thanked the staff and everyone associated.
- Spring is almost here. Excited to see the trees blooming and flowers blossoming.

BOARD OF COMMISSIONERS' COMMENTS

Mayor Pro Tem Smith

- It was a pleasure to work with the mayor and town manager at the LGC meeting. Got to work with Mr. Folwell and Sharon Edmundson. They worked with us closely and were very knowledgeable of what we wanted and what the circumstances were. Thanked Representative Charlie Miller. He wrote a nice letter of support to the LGC. Also thanked Senator Tom McGinnis. Had a lot of support going into the meeting. Thanked Keith Smith for his efforts in putting out a survey about saving the pier. Before the meeting on Tuesday, there were nearly 800 supporters on it. It was a unanimous vote by the LGC. We appreciate their support. Thanked the Board for their help and support. Over the last few months there has been some tough meetings, but everyone has stuck together. Feels like this is a real good working group of commissioners.
- Thanked Chief Dixon and Lieutenant Dilworth for their assistance with the parking program to make sure it will start out as best as it possibly can. Will need some adjustments as we move along.
- Thanked the staff, Assistant Town Manager Ferguson and Town Clerk Finnell. They work really hard. Appreciate the work on the grant. Thanked Inspections Director Evans for his help.
- Thanked everyone for joining us and hopes to see everyone again soon.

Commissioner Brown

- Thanked everyone, Attorney Green, Public Works Director Clemmons, Inspections Director Evans and Chief Dixon for all of their hard work.
- Hopes parking turns out to be successful. Look forward to moving along with it.
- Thanked everyone for being out tonight and seeing your government at work. Isn't always easy. Trying to steer things 10, 15, 20 years out. To do that it takes creativity at times. Glad we are settling in with the pier. Have a couple other things coming up that we will need to work on. Hopefully it will all come together. The goal is to keep Holden Beach growing and a nice, family beach. That is why people visit and live here.

Commissioner Murdock

- Thanked everyone for coming out. Thanked the staff. Thinks we are all working together. Thinks this has been a pretty good six months with the things we have needed to face.
- Hopefully parking will put a little organization to an issue that had none. We need boat and trailer parking desperately. We are trying to work with Wildlife to improve that, but as of right now we are in a terrible situation with that portion of parking. We don't have any place to put them. Would like people to make calls to the county and Wildlife to say we are in dire straights as far as parking for the boat ramp.
- Extremely grateful to the Board for keeping six or seven condos from going up in the middle of the island and preserving the property for all residents and the public in general. Hopefully it is a place

to make everyone proud in the long run. Dream would be to see a new pier, but if we can just make it better than it is and make it accessible. We will get a brand-new access there. Will preserve the parking spaces. Everything comes with a cost. The world is in much worse shape than Holden Beach. We need to keep that in mind. Need to keep the entire country and the world in our prayers. This is still a place we can be proud of and enjoy.

- Appreciates everyone on the staff tremendously for all of the hard work over the last six months.
- Thanked everyone for their support.

Commissioner Dyer

- As the newest member, it has been a rough start. Thinks the Board and the staff have worked hard. The county is growing tremendously fast. Thinks with the growing pains we are experiencing here, trying to keep this a family beach, we are doing a good job of trying to keep some green space, trying to control the parking so some of these neighborhoods aren't overrun. We are moving in a positive direction. Appreciates everyone's hard work and help. Asked the community to be patient. Will be some aches and pains when we rollout the parking. Otto has worked with us this far. They will continue to help us out. There will be some great ideas coming out of the pier property. Will continue to move forward in a positive direction.

Commissioner Kwiatkowski

- Thanked everybody for coming. Been refreshing to see friendly faces. Been a wild several months with the comments. Understands what happened to make it controversial, but having a calm day was really nice.
- Thanked staff. Over the past several months they have done a great job of getting us to where we are. Happy we can now move forward. Now is the fun part of planning and budgeting for how we will use it. Will be the exciting part. Hardest stuff should be behind us.
- Watch out for how the parking comes together. Thinks it will be interesting to watch the first couple of months. With our big, wide beach this is the best year to do this. Will have a lot of people come because we have the best beach in Brunswick being built right now. If ever there was a year to have a coherent parking plan, this is the year to start it.
- Pier - happy we have parking and a building with amenities that we can develop. Sure within a few years that property will be something that we are all proud of.

EXECUTIVE SESSION PURSUANT TO NORTH CAROLINA GENERAL STATUTE 143-318.11(A)(6), TO DISCUSS QUALIFICATIONS COMPETENCE, PERFORMANCE OF A PUBLIC EMPLOYEE AND NORTH CAROLINA GENERAL STATUTE 143-318.11(A)(5), TO INSTRUCT THE STAFF OR AGENT CONCERNING THE NEGOTIATION OF THE PRICE AND TERMS OF A CONTRACT CONCERNING THE ACQUISITION OF REAL PROPERTY

Motion by Mayor Pro Tem Smith to move into Executive Session at 6:40 p.m.; second by Commissioner Brown.

Town Clerk Finnell read the reason for Executive Session.

The motion passed by unanimous vote.

OPEN SESSION

No action was taken.

ADJOURNMENT

Motion by Commissioner Brown to adjourn at 8:17 p.m.; second by Commissioner Murdock; approved by unanimous vote.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS
SPECIAL MEETING
MONDAY, MARCH 21, 2022 – 10:00 A.M.**

The Board of Commissioners of the Town of Holden Beach, North Carolina met for a Regular Meeting on Monday, March 21, 2022 at 10:00 a.m. in the Town Hall Public Assembly. Present were Mayor J. Alan Holden; Mayor Pro Tem Rick Smith; Commissioners Gerald Brown, Brian Murdock, Page Dyer and Pat Kwiatkowski; Town Manager David W. Hewett; Town Clerk Heather Finnell; Assistant Town Manager Christy Ferguson; and Town Attorney Rick Green.

Mayor Holden called the meeting to order.

PUBLIC COMMENT

No comments were made.

EXECUTIVE SESSION PURSUANT TO NORTH CAROLINA GENERAL STATUTE 143-318.11(A)(5), TO INSTRUCT THE STAFF OR AGENT CONCERNING THE NEGOTIATION OF THE PRICE AND TERMS OF A CONTRACT CONCERNING THE ACQUISITION OF REAL PROPERTY

Town Clerk Finnell read the reason for Executive Session.

Motion by Commissioner Brown to go into Executive Session at 10:02 a.m.; second by Mayor Pro Tem Smith; approved by unanimous vote.

OPEN SESSION

The Board went back into Open Session at 11:05 a.m. No action was taken.

ADJOURNMENT

Motion to adjourn at 11:05 a.m. by Commissioner Brown; second by Mayor Pro Tem Smith; approved by unanimous vote.

Attest:

J. Alan Holden, Mayor

Heather Finnell, Town Clerk



Holden Beach Police Department

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

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



Monthly Activity Log (March '22)

Printed on April 5, 2022

Descriptions	Totals	
Administrative Call	1	1
Alarm (SIG45 Signal 45)	11	11
Allergies or Envenomations [Alpha]	1	1
Animal Carcass in the Roadway (10-86)	1	1
Animal Control Call	8	8
Assault [Bravo]; Disturbance or Disorderly Subject	1	1
Attempt to Locate (ATL)	4	4
Attempt to Locate (ATL); Assist Other Agency (Law) or 10-77	1	1
Back Pain [Alpha]	1	1
Breaking and Entering in Progress (10-62)	2	2
Breaking and Entering in Progress (10-62); Alarm (SIG45 Signal 45)	1	1
Call By Phone (10-21Law)	10	10
Careless & Reckless (C&R)	1	1
Debris in Roadway	2	2
Disabled Motorist (10-87)	5	5
Disturbance or Disorderly Subject	1	1
Domestic Disturbance (10-82)	1	1
Domestic Disturbance (10-82); EMD In Progress; Assault [Bravo]	1	1
DOT Notifications	1	1
Drunk Driver (10-55)	1	1

Descriptions	Totals	
Escort or Convoy (10-59)	4	4
Fire Alarm Activation	2	2
Good Intent Call (Lift Assist)	1	1
Hemorrhage [Bravo]	1	1
Hit and Run (Property Damage Only 10-54)	1	1
Improperly Parked Vehicle (10-70)	27	27
Investigate Narcotics Activity (Signal 49 SIG49 10-98)	1	1
Investigation (Law)	1	1
Keys In Vehicle or Lockout	1	1
Lost or Found Property	1	1
Meet with Complainant (10-83)	7	7
Missing or Abandoned Person	2	2
Noise Complaint	4	4
Open Door	4	4
Sick Person [Charlie]; Domestic Disturbance (10-82)	1	1
Special Check - Business - Residence (10-79)	447	447
Stopping Vehicle (10-61)	36	36
Suicidal [Bravo]	2	2
Suspicious Vehicle or Subject (10-60)	4	4
Take Written Report (10-92)	3	3
Take Written Report (10-92); Call By Phone (10-21Law)	2	2
Traffic Control (10-58)	3	3
Traumatic Injuries [Alpha]	1	1

Descriptions	Totals	
Trespassers	4	4
Unconscious or Fainting [Delta]	1	1
Water or Sewer Problems	3	3
Welfare Check	1	1
Welfare Check; 911 Cell Hang-Up or Open Line	1	1
Welfare Check; Call By Phone (10-21Law)	1	1
	2	2
Totals	624	624



Holden Beach Police Department

110 Rothschild St
Holden Beach, NC 28402
www.hbtownhall.com
Phone: 910-842-6707
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HBPD Monthly Report (March '22)

Printed on April 5, 2022

Reported	Case Number	Address	Offenses	Disposition
03/01/22 14:43	HBP22-00017	227 OCEAN BLVD W	14-113.13 - UNLAWFULLY OBTAIN CREDIT CARD	Investigator Requested
03/08/22 15:51	HBP22-00018	1330 OCEAN BLVD W	LOCAL ORDINANC - ILLEGAL DUMPING	Closed - Leads Exhausted
03/10/22 09:30	HBP22-00020	104 OCEAN BLVD E	14-72(A) - MISDEMEANOR LARCENY; 14-104 - FAIL TO WORK AFTER PAID	Investigator Requested
03/10/22 13:28	HBP22-00019	357 OCEAN BLVD W		Closed - Case Created In Error
03/22/22 16:18	HBP22-00021	222 OCEAN BLVD E	14-72.6(A)(1) - LARCENY FROM CONSTRUCTION SITE	Investigator Requested
03/24/22 09:11	HBP22-00022	157 HIGHPOINT ST	14-113.20 - Identity Theft	Closed - Leads Exhausted
03/27/22 20:45	HBP22-00023	163 OCEAN BLVD E	90-95(D)(4) - SIMPLE POSSESS SCH VI CS (M)	Closed - Cleared By Arrest

Total Records: 7



Date: April 6, 2022

To: Commissioners and Mayor Holden

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

Re: Parking Related Items

The proposed ordinance (Attachment 1) adds the pier to the designated parking table and amends a couple of errors found while placing the signage for the program. It also adds an exemption that would authorize parking without a permit at the Holden Beach Pavilion during Town sponsored events or rentals of the facility. This exemption is necessary to allow people who are participating in programs such as Tide Dye, yoga and Tai Chi to partake without paying the parking fee. People who pay the fee to rent the Pavilion would also be exempted from paying to park.

The budget amendment (Attachment 2) is to reduce programmed parking revenues and expenses previously approved from three months to two months since the program is starting in May instead of April. It also provides for additional program revenues and expenses expected to be generated by the acquisition of the pier parking lot.

The proposed motion is to adopt Ordinance No. 22-07 and Ordinance No. 22-08.

Mr. Varner from Otto Connect has notified me of potential impacts from people placing post and rope in areas that are designated as paid parking spaces by the Board. The estimated decrease in total spaces is 10; with the total impact uncertain if provisions of Section 95.05 Public Rights-of-Way are further implemented by property owners.

Attachments:

- 1 – Ordinance 22-07, An Ordinance Amending the Holden Beach Code of Ordinances, Title VII: Traffic Code
- 2 – Ordinance 22-08, An Ordinance Amending Ordinance 21-13, The Revenues and Appropriations Ordinance for Fiscal Year 2021 – 2022 (Amendment No. 13)

Attachment 1

ORDINANCE 22-07
AN ORDINANCE AMENDING THE HOLDEN BEACH CODE OF ORDINANCES,
TITLE VII: TRAFFIC CODE

BE IT ORDAINED BY the Mayor and Board of Commissioners of the Town of Holden Beach, North Carolina, that Title VII: Traffic Code be amended as follows.

Section One: Amend Chapter 72 as follows:

Section

72.01 Definitions

72.02 Parking prohibited on public streets and rights-of-way

72.03 Parking authorized by permit only

72.04 Tow-away zones

72.99 Penalty

§ 72.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CONSTRUCTION OR MAINTENANCE VEHICLE. Any vehicle, as defined herein, that is being used for any legitimate service to a private or public facility or residence. Private contractors' vehicles, delivery vehicles, animal assistance organization vehicles (excluding spectators) and any other vehicle with pre-authorization from the town or police, on a case-by-case basis, shall be considered construction or maintenance vehicles.

DAWN. A time one-half hour before sunrise.

DRIVEWAY. An area of the public right-of-way intended for ingress and egress to private residences and the parking thereof, or an area of the public right-of-way allowing ingress and egress to businesses and commercial properties open to public vehicular traffic.

DUSK. A time one-half hour after sunset.

FIRE LANE and/or EMERGENCY VEHICLE ACCESS. Any area marked with signage and/or other markings indicating the area is restricted to emergency vehicle parking and/or access only.

FULL-SIZE VEHICLE. Any registered vehicle as defined in this Chapter excluding those vehicles defined as low-speed vehicles herein.

HANDICAPPED AND/OR DISABLED VETERAN. Individuals with disabilities as determined by a medical practitioner in accordance with the Americans with Disability Act and all current federal guidelines and State laws.

HANDICAPPED PARKING SPACE. A parking space designated by signage for the exclusive use of individuals with disabilities as defined above. N.C.G.S. 20-36(e)(1) authorized vehicles displaying disabled veteran registration plates to utilize these spaces without a handicap placard.

LOADING ZONE. A specific area designated by signage for temporary parking to load or unload passengers and/or equipment.

LOW SPEED VEHICLE. A registered motor conveyance as defined in G.S. § 20-4.01(27)(g), a four-wheeled electric vehicle whose top speed is greater than 20 miles per hour but less than 25 miles per hour.

PARK or PARKING. The act of leaving any vehicle standing, whether attended or unattended, in a stationary position for any amount of time, except when in obedience to traffic control devices when in the normal flow of vehicular traffic.

PEDESTRIAN CROSSWALK. Any area marked with signage and/or other markings designed to safety allow pedestrian foot traffic to cross the roadway.

PARKING PERMIT. An instrument, either physical or digital, authorizing the holder to park and/or occupy a designated parking area.

PUBLIC RIGHT-OF-WAY. A strip of land acquired for or dedicated to public transportation purposes over which is constructed a street or highway, and which includes areas adjacent thereto which may be used for, without limitations, sidewalks, planting strips, traffic circles, utilities, and/or medians.

STREET or HIGHWAY. G.S. § 20-4.01(13) and (46) define a street and/or highway as the entire width between property or right-of-way lines of every way or place of whatever nature, when any part thereof is open to the use of the public as a matter of right for the purposes of vehicular traffic. The terms *highway* and *street*, and their cognates, are synonymous.

STREET INTERSECTION. The physical location in which two streets connect. A measurement from this location shall be from the right-of-way connection point of the streets closet to the adjacent private property line.

TRAILER. Any trailer required to be registered in accordance with North Carolina General Statutes shall be consider a vehicle as defined herein. Whether attached or not to a towing vehicle, for the purposes of parking, trailers shall be considered a separate vehicle.

VEHICLE. Any registered motor conveyance as defined in G.S. § 20-4.01, including but not limited to: passenger motor vehicles, commercial motor vehicles, recreational vehicles, electric vehicles, low speed vehicles, motorcycles, utility vehicles and mopeds.

§ 72.02 PARKING PROHIBITED ON PUBLIC STREETS AND RIGHTS-OF-WAY.

- (A) Parking shall be prohibited at all times within the corporate limits of the Town on all public streets, rights-of-way, and on Town owned property unless specifically authorized in this Chapter.
- (B) Parking shall not be authorized in any of the following locations:
- (1) Street intersections or adjacent right-of-way, within 40 feet.
 - (2) Any portion of the roadway, pavement or travel lane.
 - (3) Pedestrian crosswalks, sidewalks, or pedestrian access ways.
 - (4) Blocking access to driveways or mailboxes.
 - (5) Facing opposing traffic.
 - (6) Blocking or adjacent to fire hydrants and emergency beach accessways, within 15 feet, and blocking or within fire lanes.
 - (7) Designated handicapped or disabled veteran space without placard or registration plate.
 - (8) From 2 a.m. to 5 a.m. in all public authorized parking areas except in the wildlife boat ramp and those at or adjacent to Jordan Blvd.
- (C) When an authorized or permitted parking area's access is conspicuously and obviously restricted or blocked by signs, barricades, barrier tape or any other traffic control device(s), parking shall be prohibited for the duration of the time that area remains blocked.
- (D) Exceptions.
- (1) The prohibitions in subsection 72.02(A) (B) or (C) shall not apply to the temporary parking of any of the following:
 - (a) Emergency or government vehicles.
 - (b) Public and private utility vehicles.
 - (c) Private vehicles, when being used during the provision of an emergency.
 - (d) Private vehicles, when being used for any other bona fide governmental purpose.
 - (2) The prohibitions in subsection 72.02(A) shall not apply to the temporary parking of any of the following:

Private contractor or maintenance service vehicles while performing legitimate services at a specific location receiving services, except:

- (a) No vehicle may be left parked overnight (from dusk to dawn); and
 - (b) All vehicles must be as far off the public street rights-of-way as possible; and
 - (c) No vehicle may be left parked on any portion of any roadway; and
 - (d) No vehicle may be parked on any portion of the sidewalk.
- (3) The prohibitions in subsection 72.02(A) shall not apply to the temporary parking of any of the following, but shall still require a valid Parking Permit as defined in this Chapter:
- Parking shall be permitted in the rights of way for customers of businesses immediately adjacent to such location, except:
- (a) Shall not be within 25 feet of any intersection in any direction; and
 - (b) Shall not be on any portion of the sidewalk; and
 - (c) Shall not impede the flow of traffic.
- (4) Parking is authorized without a permit in Bridgeview Park for direct use of the park and its facilities only. This applies to the parking area(s) immediately adjacent to and on the same side of the street as the park on Davis St, Rothschild St, and Brunswick Avenue West.
- (5) Parking is authorized without a permit at the Holden Beach Town Hall when conducting official business in the Town Hall. This applies to the parking area(s) immediately adjacent to and on the same side of the street as the Town Hall on Davis St, Rothschild St, and Brunswick Avenue West.
- (6) Parking is authorized without a permit at the Holden Beach Pavilion located on Jordan Boulevard when actively participating in Town sponsored recreation programs and rentals. This applies to the parking area(s) immediately adjacent to the Pavilion.
- (7) Parking is authorized without a permit at the Halstead Park for direct use of the park and its facilities only. This applies to the parking area on the lot located at 125 South Shore Drive only.
- (8) Parking is authorized without a permit at Sailfish Dr. Park for direct use of the park and its facilities only. This applies to the parking area(s) immediately adjacent to and on the same side of the street as the park on Sailfish Dr. only.
- (9) Parking is authorized without a permit at Sand Dollar Dr. Park for direct use of the park and its facilities only. This applies to the parking area(s) immediately adjacent to and on the same side of the street as the park on Sand Dollar Dr. only.
- (10) Parking is authorized without a permit in any designated handicap space in accordance with the definition(s) in 72.01, when said vehicle displays a valid placard or registration plate.

- (11) Parking is authorized without a permit on street rights-of-way in accordance with the following:
- (a) In accordance with all of the provisions of 72.02(B) and (C), and
 - (b) Only between 5 p.m. and 9 a.m., April 1st through October 31st, and
 - (c) Anytime between November 1st and March 31st, and
 - (d) On all streets except Ocean Blvd West and Ocean Blvd East between Jordan Blvd and the intersection with McCray St.

§ 72.03 PARKING AUTHORIZED BY PERMIT ONLY.

- (A) No person shall park a vehicle in any designated parking area or location without first obtaining a valid parking permit in accordance with the following, unless a specific exemption exists in 72.02:
- (1) Parking permits will be required from April 1st through October 31st between the hours of 9 a.m. and 5 p.m. each day.
 - (2) Separate rates will be available for hourly, daily, weekly, and annual permits.
 - (a) Hourly Permits. Per hour rate, up to four (4) hours.
 - (b) Daily Permits. Per day rate, valid for the date of purchase only.
 - (c) Weekly Permits. Per week rate, valid for seven consecutive days including the date of purchase.
 - (d) Annual Permits. Annual rate covers one or two vehicles. Valid for the calendar year of purchase only
 - (3) All rates associated with parking permits are listed in the Fee Schedule adopted by the Board of Commissioners, which shall be available at the office of the Town Clerk.
 - (4) Permits are valid only for the specific vehicle assigned during initial purchase and are non-refundable.
 - (5) Hourly, Daily and Weekly permits are non-transferable.
 - (6) Transferring of an annual permit is authorized only under the following circumstances:
 - (a) When the assigned vehicle is sold; and
 - (b) Only once per calendar year; and
 - (c) Only to the original purchaser; and
 - (d) Proof of sale documentation shall be required.

(B) Signage.

(1) Proper signage may be installed and maintained by the Town or its authorized agent to:

- a. Designate authorized parking areas in accordance with the table in 72.03(E).
- b. Designate parking for low-speed vehicles in accordance with table 72.03(E).
- c. Designate loading/unloading zones and stop locations for mass transit vehicles.
- d. Designate handicap parking spaces.
- e. Indicate no parking areas.
- f. Provide the manner of obtaining a Parking Permit:
 - i. at each designated parking area; and
 - ii. Including the required hours.

(2) Signage will only be placed in accordance with the provisions of this Chapter.

(C) No person may park or cause to be parked, any full-size vehicle in any space designated for low-speed vehicle parking.

(D) Parking is authorized without a Permit outside the specified hours in 72.03(A)(1), but only in designated authorized parking areas pursuant to this Chapter unless otherwise exempted in 72.02(D).

(E) The following table includes the specific locations in which parking is authorized. Parking in these areas shall be in accordance with all the provisions of this Chapter.

{ Insert Completed Table Here }

§ 72.04 TOW-AWAY ZONES.

Vehicles may be towed at the discretion of any law enforcement officer in accordance with all current North Carolina General Statutes.

§ 72.99 PENALTY.

(A) Criminal. In accordance with NCGS 14-4(b), SL 2021-138 (effective December 1, 2021), violation of a parking ordinance is an infraction and may carry a maximum fine of fifty (\$50.00) dollars.

(B) Civil. In accordance with § 10.99(B), Any person who violates any provision of this traffic code shall be subject to a civil fine of \$50 per offense, unless a different amount is specifically stated herein.

(C) When a civil fine is assessed in accordance with 72.99(B) above, and the violation is for parking in a lawful parking area, and the fine is paid by mid-night of the same date it was assessed, it shall be \$25 per offense, for the first 3 offenses per vehicle, per calendar year. All subsequent violations shall be \$50 per offense unless a higher amount is required in this Chapter. This subsection, 72.99(C), shall not apply to violations of 72.02(B)(6) or (7).

(D) Civil. In accordance with § 10.99(B), Any person who violates § 72.02(B)(6) or (7) of this traffic code shall be subject to a civil fine of \$250 per offense.

(E) A late fee in the amount of \$25 shall be assessed when all fines levied by 72.99(B) or (C) of this section are not paid in full within 30 days of the issuance of a citation for a violation.

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

Section Three: This ordinance shall be effective the 1st day of May, 2022.

This the 19th day of April, 2022.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk

Town of Holden Beach
Parking Zone and Area Table

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

Street/Location (West to East)	Type of Space LSV=Low Speed Vehicle F=All Vehicles BT = Attached Boat Trailer HC = Handicapped	Authorized Parking Area	Number of Spaces		Parking Zone
			Off- Street	On-Street	
Seagull Dr	LSV	Westside only		2	H09
Deal Dr	LSV	Both sides of street		2	H10
Seaside Dr	LSV	Eastside only		2	H11
Sailfish Dr	F	Westside only		*	H13
Tarpon Dr	LSV	Both sides of street		2	H14
Marlin Dr	LSV	Both sides of street		2	H15
Tuna Dr	LSV	Both sides of street		2	H16
Dolphin Dr	LSV	Eastside only		2	H17
Swordfish Dr	F	Eastside only		*	H18
792-788 Ocean Blvd W (Parcel Number 246BC01601)	10 x F / 2 x HC	In lot	12		H20
Sand Dollar Dr	F	Westside only		*	H21
Starfish Dr	LSV	Both sides of the street		2	H22
Lionspaw Dr	LSV	Eastside only		2	H23
Scotch Bonnet Dr	F	Eastside Westside only		*	H24
Greensboro	F	Westside only		*	H25
Charlotte St	LSV	Both sides of street		2	H26
Durham St	LSV	Eastside only		2	H27
441 Ocean Blvd W	87 x F / 8 x HC	In lot		95	H28
Burlington St	LSV	Both side of street		2	H29
Salisbury St	LSV	Both sides of street		2	H30
Sanford St	LSV	Both sides of street		2	H31
Raleigh St	LSV	Both sides of street		2	H31.5 H32
Fayetteville St	LSV	Westside only		2	H32 H33

Lumberton St	LSV	Both sides of street Westside only		2	H33 H34
Highpoint St	LSV	Both sides of street		2	H34 H35
Neptune St	LSV	Eastside only		2	H35 H36
Davis St, Ocean Blvd W to Brunswick Ave W	F	Eastside only		10	H39
120 Davis St	F	In lot	16		H40
Brunswick Ave West, Davis St. to Jordan Blvd (includes restrooms)	42 X F/2 X HC	Both sides of street		44	H41
Jordan Blvd (OBW to Brunswick Ave)	21 X F/3 X HC	Both sides of street		24	H42
Jordan Blvd (Brunswick to Pavilion)	22 X F/2 X HC	Both sides of street		24	H43
Pump Station 1 South (North of bridge, between BAW and Jordan Blvd)	F	Both sides of street		24	H45
Southshore Dr, West of Jordan Blvd	F	Both sides of street		12	H47
Southshore Dr, Carolina Ave to Quinton St	F	Both sides of street		15	H48
Carolina Ave, Southshore Dr to Quinton St	F	Both sides of street		20	H49
Brunswick Ave East, Jordan Blvd to Quinton St	F	Both sides of street		18	H50
Quinton St	15 x F / 2 x LSV	Westside only		17	H51
114 Ocean Blvd East	HC	In lot	6		H52
Ferry St, North of Ocean Blvd E	LSV	Westside only		2	H54
Ferry St, South of Ocean Blvd E	F	Both sides of street		15	H55
Holden St	F	Westside only		10	H56
Ranger St, South of Ocean Blvd E	LSV	Both sides of street		8	H57
Elizabeth St, South of Ocean Blvd E	LSV	Westside only		3	H58
Mullet St	LSV	Both sides of street		2	H59
220 Ocean Blvd E	F	In lot	12		H60
Bendigo St, South of Ocean Blvd E	F	Both sides of street		8	H61

Blockade Runner Dr	LSV	Westside only		2	H62
McCray St, Ave A to Dunescape Dr.	F	Northside only		40	H63
Ocean Blvd East, McCray to Ave A	F	Both sides of street		20	H64
Ave A	F	Westside only		6	H66
Ave B	F	Both sides of street		10	H67
Dunescape Dr, South of McCray St.	LSV	Westside only		2	H68
McCray St, Dunescape Dr. East to Ave D	F	Northside only, parallel only		16	H69
McCray Street, East of Ave D	F x 45 / HC x 7	Northside of street only		52	H70
Ave D	F	Both sides of street		16	H71

*delineate before number of spots are determined, but leave on for document

Attachment 2

TOWN OF HOLDEN BEACH

ORDINANCE NO. 22-08

AN ORDINANCE AMENDING ORDINANCE 21-13, THE REVENUES AND APPROPRIATIONS ORDINANCE FOR FISCAL YEAR 2021-2022 (AMENDMENT NO. 13)

Be it ordained by the Mayor and Board of Commissioners of the Town of Holden Beach, North Carolina, that Ordinance No. 21-13 appropriating funds for fiscal year 2021-2022 be amended as follows:

SECTION I: Amend Ordinance No. 21-13 to reduce programmed parking revenues and expenses therein from three to two months and to provide for additional program revenues and expenses generated by acquisition of pier parking lot.

SECTION II: REVENUES

FUND	DESCRIPTION	ACCOUNT #	AMOUNT	ACTION
General	On Street Parking	10.0393.6000	27445	Decrease
General	Off Street Parking	10.0393.6100	3289	Decrease
BPART	Off Street Parking	50.0393.6100	9398	Increase
		<u>TOTAL</u>	<u>-21336</u>	

SECTION III: EXPENSES

FUND	DESCRIPTION	ACCOUNT #	AMOUNT	ACTION
General	On Street Parking	10.0570.6000	27425	Decrease
General	Off Street Parking	10.0570.6100	3289	Decrease
BPART	441 OBW	50.0710.6100	9398	Increase
		<u>TOTAL</u>	<u>-21336</u>	

The Town Manager acting in his capacity as Budget Officer or Finance Officer as may be appropriate is hereby authorized to effect such administrative actions as necessary to ensure compliance with the Local Government Fiscal Control Act and Governmental Accounting Standards Board.

This is the 19th day of April, 2022.

ATTEST:

J. Alan Holden, Mayor

Heather Finnell, Town Clerk



MEMO TO: Holden Beach Board of Commissioners

15 April 2022

RE: Budget Amendment to Ratify Pier Closing Expenses

FROM:  David W. Hewett, Town Manager

The Resolution authorizing the pier purchase borrowing provided for up to a \$3.3 million dollars in loan proceeds. The existing budget ordinance identified \$3 million in loan proceeds towards the purchase. The actual amount borrowed is \$3,057,150 with the increase between the original budget being attributed to costs of closing. While the authorizing resolution is probably sufficient to increase the amount of loan proceeds in the budget, staff is requesting ratification/approval of the final transactional budget actions to ensure compliance with the Fiscal Control Act.

Recommendation:

Approve Budget Ordinance Amendment 22-09 (Amendment No. 14); "Pier Purchase Final Financing".

Atch

Budget Amendment 22-09 "Pier Purchase Final Financing"

TOWN OF HOLDEN BEACH

ORDINANCE NO. 22-09

AN ORDINANCE AMENDING ORDINANCE 21-13, THE REVENUES AND APPROPRIATIONS ORDINANCE FOR FISCAL YEAR 2021-2022 (AMENDMENT NO. 14)

Be it ordained by the Mayor and Board of Commissioners of the Town of Holden Beach, North Carolina, that Ordinance No. 21-13 appropriating funds for fiscal year 2021-2022 be amended as follows:

REVENUE

Loan Proceeds	50.0348.0000	<u>57,150.00</u>	INCREASE
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<u>TOTAL</u>		<u><u>57,150.00</u></u>	
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EXPENSE

Property Acquisition	50.0710.7405	<u>57,150.00</u>	INCREASE
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<u>TOTAL</u>		<u><u>57,150.00</u></u>	
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The Town Manager acting in his capacity as Budget Officer or Finance Officer as may be appropriate is hereby authorized to effect such administrative actions as necessary to ensure compliance with the Local Government Fiscal Control Act and Governmental Accounting Standards Board.

This is the 19th day of April, 2022

ATTEST:

J. Alan Holden, Mayor

Heather Finnell, Town Clerk



Date: April 13, 2022

To: Mayor Holden and Board of Commissioners

JH Town Manager-IN TURN

From: Christy Ferguson, Assistant Town Manager

Re: NC Parks and Recreation Trust Fund Grant (PARTF)

Based on the BOC's direction to pursue grant opportunities to assist with land acquisition related to the pier properties, staff has prepared a PARTF application (Attachment 1). The application is land acquisition only in the amount of \$500,000. Staff applied for a waiver in the June timeframe of last year which affords the town two application cycles for this grant. Decisions are expected to be reached by the PARTF Commission in last summer/early fall. The Basic Facts and Assurances page requires that the application be approved by the local governing board.

Attachment 1: PARTF application

Suggested Motion: Motion to submit a grant application in the amount of \$500,000 to the NC Parks and Recreation Trust Fund.

N.C. Parks and Recreation Trust Fund (PARTF): 2021-2022 Basic Facts and Assurances

Local Government Name: Town of Holden Beach

Federal Employee I.D. Number: 56- 0944997

County: Brunswick

Local Government Contact Person for Grant*

Name: Mr. Ms. Christy W. Ferguson

Title: Assistant Town Manager

Organization: Town of Holden Beach

Mailing Address: 110 Rothschild Street

City: Holden Beach State: NC Zip: 28462

Telephone: 910-842-6488

E-mail: christy.ferguson@hbtownhall.com

**must be an employee of the sponsoring local government.*

Local Government Manager

Name: Mr. Ms. David W. Hewett

Title: Town Manager

Organization: Town of Holden Beach

Mailing Address: 110 Rothschild Street

City: Holden Beach State: NC Zip: 28462

Telephone: 910-842-6488

E-mail: david.hewett@hbtownhall.com

Chief Elected Official

Name: Mr. Ms. J. Alan Holden

Title: Mayor

Mailing Address: 110 Rothschild Street

City: Holden Beach State: NC Zip: 28462

Type of Project:

- Land Acquisition Only
 Development Only (construction or renovation)
 Land Acquisition and Development

Site Control (check all that apply):

- Owned by local government
 To be obtained with this land acquisition project
 Has been obtained for this land acquisition project using an approved waiver that expires on this date: 6/13/2023.
 Leased by applicant for 25 years or more
 Easement
 Owned by school board

Costs rounded to nearest dollar:

PARTF funds requested:	\$ <u>500,000</u>	.00
Local government's matching funds:	\$ <u>2,807,150</u>	.00
Total cost of project:	\$ <u>3,307,150</u>	.00

Recreation Resources Service (RRS) regional consultant: Brittany Shipp

Project Name: Pier Project

Is this an LWCF-funded park on these [lists of NC projects](#)? yes no

If yes, list the grant number(s): _____

Certification and Approval by Local Governing Board

I hereby certify the information contained in the attached application is true and correct and the required dollar for dollar matching funds will be available during the project period. This application has been approved by the local governing board.

Chief Elected Official:

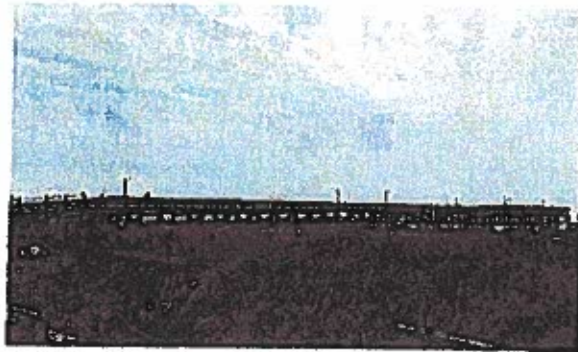
Print or Type Name

Title

Signature

If two local governments are applying together, this form must be completed and signed by each local government. One applicant must be identified by adding "primary sponsor" in the "Local Government Name" section.

THIS FORM MUST BE COMPLETE IN ITS ENTIRETY FOR YOUR APPLICATION TO BE CONSIDERED



Description and Justification for the: Holden Beach Pier Property Project

Local Government: Town of Holden Beach

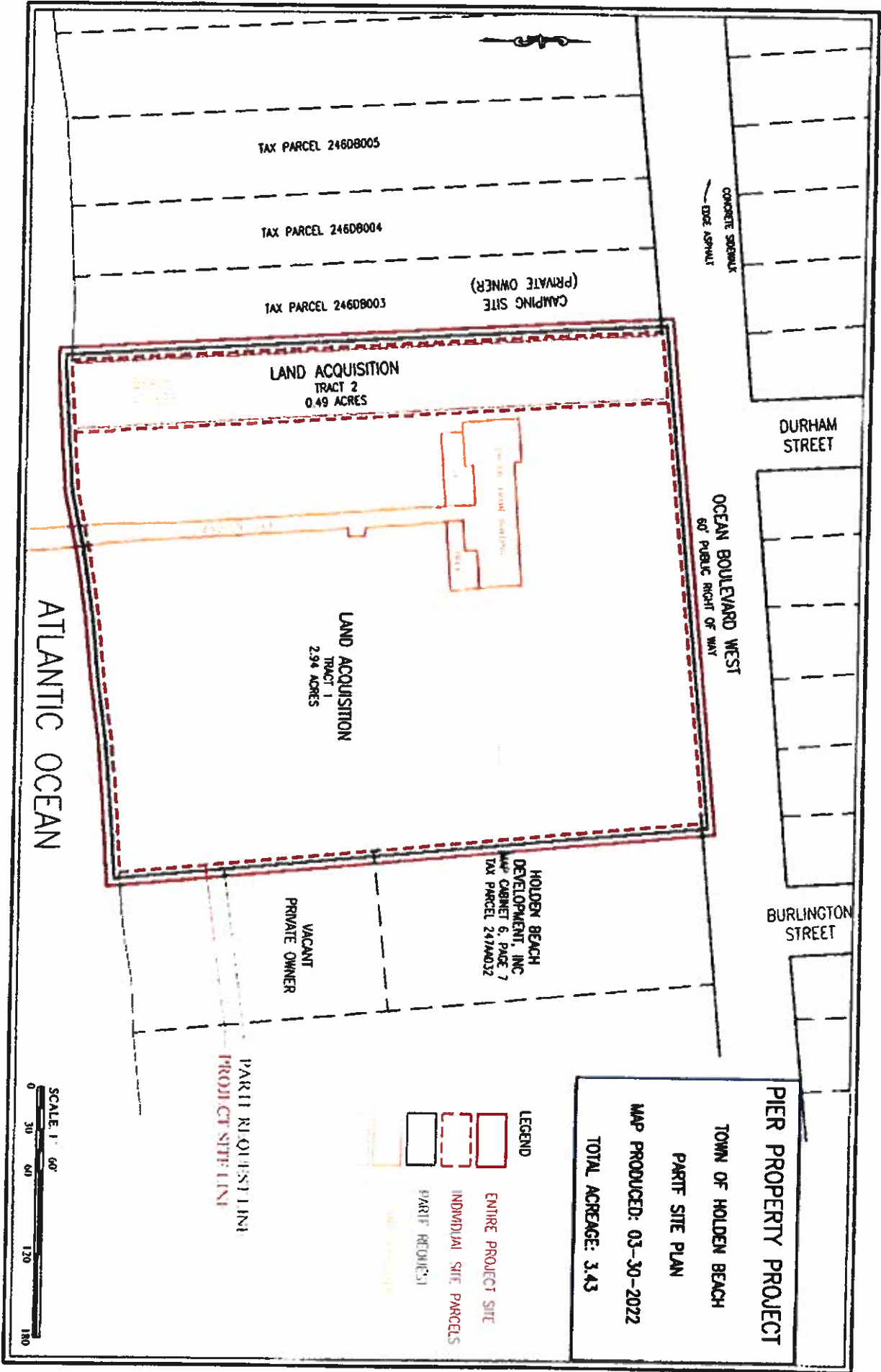
Description:

This is land acquisition only project. The property consists of 350 feet (300-foot-wide oceanfront lot and an adjacent 50-foot-wide oceanfront lot) of oceanfront property with a fishing pier. Recreational facilities include the pier, beach access, parking, a pier house, and six full-service camping sites. Additional proposed future facilities include an update to the pier house, a concession facility that will provide food for fisherman and the public, public restrooms and showers, and a deck.

Lot 1 dimensions: 2.94 acres; Lot 2: 0.49 acres.

Justification:

The Town of Holden Beach was presented with the opportunity to purchase the Holden Beach Fishing Pier which includes the ocean pier located on one 300-foot-wide oceanfront lot and an additional 50-foot-wide oceanfront lot. Collectively, these two lots have 350 continuous feet of oceanfront real estate and total slightly over 3 acres. The property is located in the center part of the island and provides access to 400+ canal properties, as well as many day trippers, that visit the beach daily and park at the pier. The current owner of this commercial property was looking to sell and if the property went to a private buyer all the above-mentioned attributes would be lost. Many canal property owners would have to walk between $\frac{1}{4}$ mile and a mile to gain access to the beach. The town negotiated a bargain sale as the sale price came in under the appraised value of the property. The property was identified as a future community park on page 40 of the 2021 Comprehensive Parks and Recreation Master Plan. Public surveys and focus group sessions showed that access to fishing and public water access were common high priorities. The town was just awarded a public beach and coastal waterfront access program grant for \$180,460.00 toward the cost of the 50-foot lot only. Besides the benefits already mentioned, the property also affords emergency vehicular access to the beach to assist with medical emergencies, access for trash collection along the beach strand, and a means to get large equipment on the beach for periodic beach nourishment. Our moniker is, "The Family Beach", and the acquisition of this iconic landmark for the town signifies commitment to maintain a culture that recognizes the importance of family and family-friendly recreational pursuits. As individuals spoke in previous public hearings, they referenced learning to fish from the pier and wanting to have the ability to take their grandchildren to fish and walk on the pier. The acquisition of the property adds an iconic attraction to what can be considered the biggest playground (the beach strand) the town has for the public and visitors to enjoy.



Project Costs continued

Project Costs

Applicant: Town of Holden Beach

Project Name: Pier Property Project

Project Elements (Include specific units — sizes, numbers, lengths, etc. — for each item.)	Unit	Unit Cost	Total Item Cost
Building and/or Renovating Costs			
Cost to Build or Renovate:			
Contingency for the Cost of Building / Renovating			
Contingency (not to exceed 5% or \$50,000 of the cost to build, whichever is less)			
Land Value (indicate purchase or donation)			
Land Acquisition <input checked="" type="checkbox"/> Purchase <input type="checkbox"/> Donation			
	3.43 acres	1,020,408	3,500,000
Planning and Incidental Land Acquisition Costs			
Construction management, site planning, preliminary design, survey and appraisals, or the cost of preparing the application (not to exceed 20% or \$200,000 of the cost of the project, whichever is less)		legal fees and closing costs	\$57,150
		Total Project Cost:	\$3,307,150
		Total PARTF Grant Request:	\$500,000
		Total Local Match:	\$2,807,150

Sources of the Applicant's Matching Funds

Use the format below to describe the sources of the applicant's matching funds. Indicate if these funds are currently available or are the funds yet to be approved. If funds are yet to be approved, list the date for approval. Matching funds must be available during the three-year grant period.

Applicant: Town of Parkland

Project Name: Green Park Redevelopment

Sources of the Applicants Matching Funds			
Type of Matching Funds	Amount of Funds	Funding Source	Availability
Cash	\$ 16,000	Private Donation	In Hand
	\$ 402,570	Town's Budget or Capital Improvement Plan (CIP)	Town's Approved CIP
Fee Simple Land Donation	\$ 56,400	Value of Donated Property	Pending PARTF Grant Approval
State Grant*	\$ 100,000	N.C. Land and Water Fund	Pending DNCR Approval by September 2022
Total Matching Funds:	\$574,970		

*PARTF allows other state and federal funding to be used as local match.

Applicant: Town of Holden Beach

Project Name: Pier Property Project

Sources of the Applicants Matching Funds			
Type of Matching Funds	Amount of Funds	Funding Source	Availability
Financing-Town	1,626,690	BPART Fund	In Hand
Cash	250,000	BPART Fund	In Hand
State Grant	180,460	CAMA Access Grant	Approved; Awaiting Disb.
Bargain Sale	250,000	Donation	In Hand
Federal Grant	500,000	LWCF Grant	* Pending Approval
Total Matching Funds:	\$2,807,150		

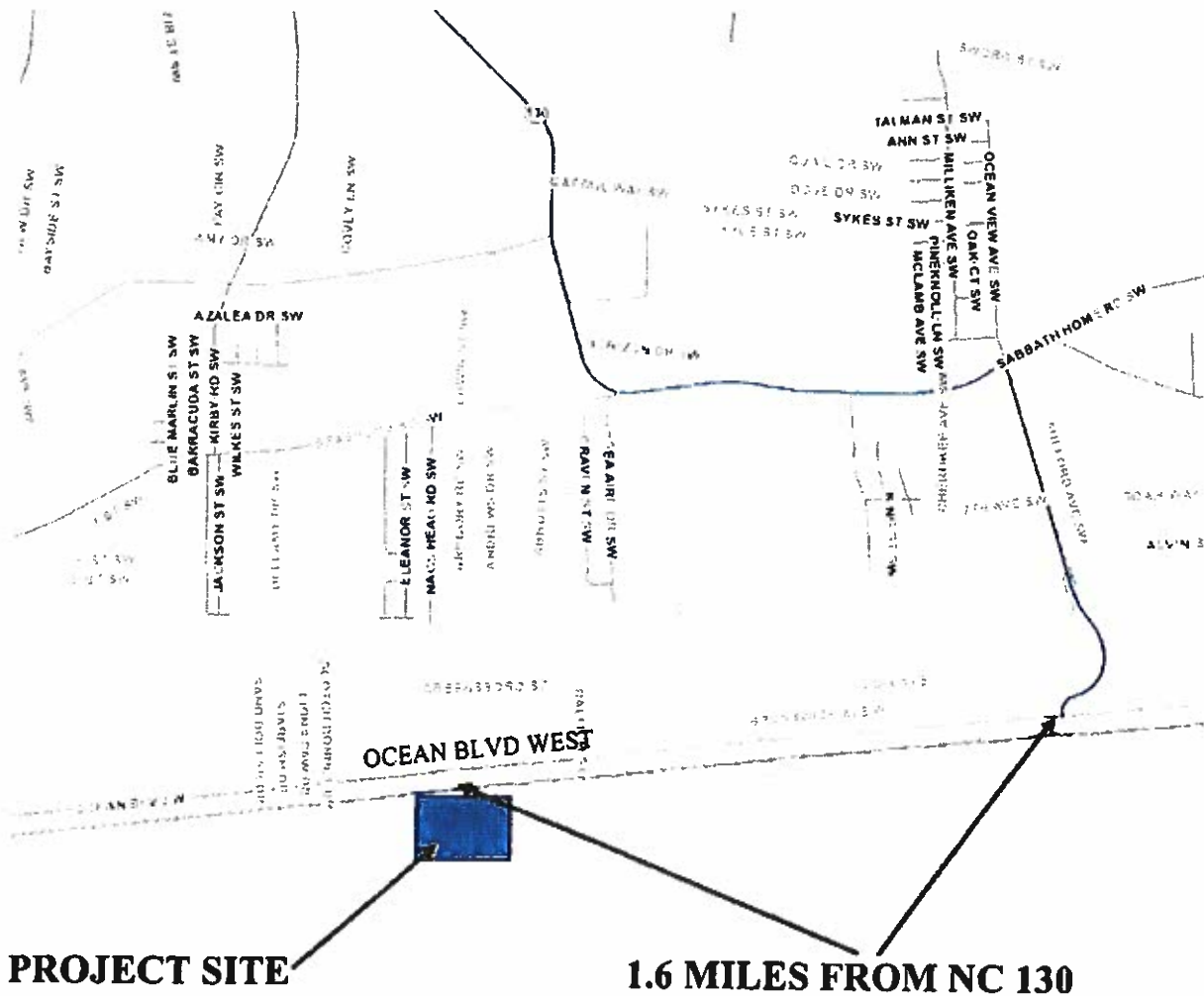
SITE VICINITY MAP

HOLDEN BEACH PIER PROJECT

441 OCEAN BOULEVARD WEST, HOLDEN BEACH, NC

LATITUDE: N33°54'41", LONGITUDE: W78°17'50"

NORTH



List of Properties to be Acquired

Applicant: **Town of Holden Beach**

Project Name: **Holden Beach Pier Property**

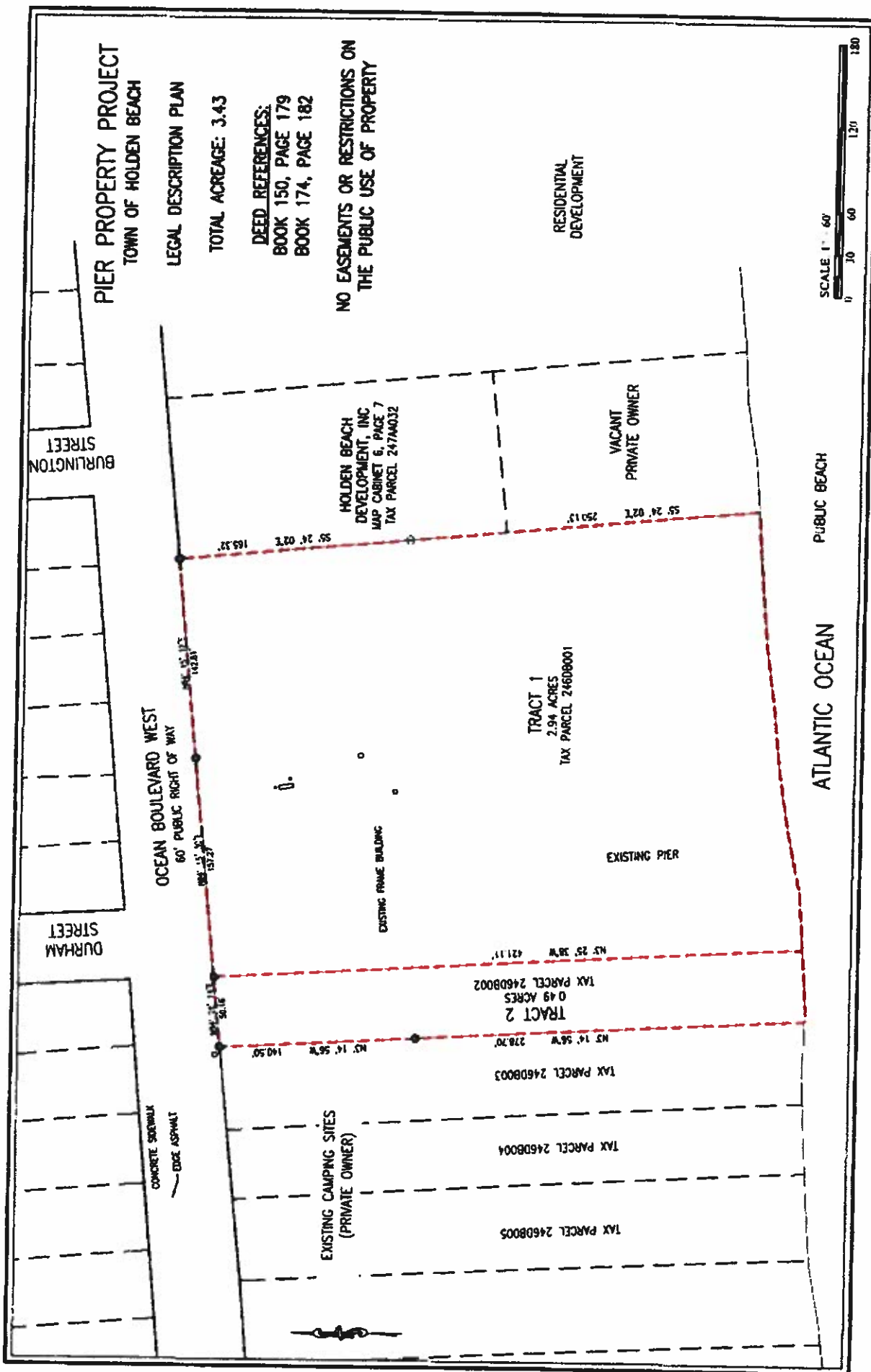
Will the property be: > Purchased > Donated > Required Donation ¹ > Bargain Sale ²	Current Owner	Parcel		Estimated Value		Proposed Purchase Price
		Number	Acreage	Land	Improvements for Public Park Purposes ³	
Bargain Sale	H.B. Fishing Pier, Inc	2	3.43	3,500,000		3,250,000
Totals:		2	3.43	3,500,000		3,250,000

¹ Required donation: The value of a land donation that is required by local statute, ordinance, or rule cannot be included as part of the local matching funds.

² Bargain sale – The owner is willing to sell the property for less than the appraised value.

³ Identify the value of each existing improvement that will be used or renovated for public park purposes.

Describe how an existing facility(s) will be used for public recreation as part of the project in this application in the space below. (example: existing boat ramp and dock will be renovated for public recreation use.)



PIER PROPERTY PROJECT
TOWN OF HOLDEN BEACH

LEGAL DESCRIPTION PLAN

TOTAL ACREAGE: 3.43

DEED REFERENCES:
BOOK 150, PAGE 179
BOOK 174, PAGE 182

NO EASEMENTS OR RESTRICTIONS ON
THE PUBLIC USE OF PROPERTY

RESIDENTIAL
DEVELOPMENT

BURLINGTON
STREET

DURHAM
STREET

OCEAN BOULEVARD WEST
60' PUBLIC RIGHT OF WAY

HOLDEN BEACH
DEVELOPMENT, INC
MAP CABINET 6, PAGE 7
TAX PARCEL 247AA032

VACANT
PRIVATE OWNER

TRACT 1
2.94 ACRES
TAX PARCEL 246DB001

EXISTING PIER

EXISTING FRAME BUILDING

EXISTING CAMPING SITES
(PRIVATE OWNER)

TAX PARCEL 246DB005

TAX PARCEL 246DB004

TAX PARCEL 246DB003

TRACT 2
0.49 ACRES
TAX PARCEL 246DB002

ATLANTIC OCEAN

PUBLIC BEACH



Town of Holden Beach Pier Project

Legal Description

March 14, 2022

Being all those certain tracts or parcels of land lying and being in Lockwood Folly Township, Brunswick County, North Carolina, being bounded on the north by Ocean Boulevard West, on the south by the Atlantic Ocean, on the east by the lands claimed by Holden Beach Development, Inc., as shown on Map Book 6, Page 7, Brunswick County Registry, and on the west by the lands claimed by Holden Beach Fishing Pier & Grill, Inc., as recorded in Deed Book 249, Page 42, Deed Book 246, Page 180 and Deed Book 190, Page 1144 and being more particularly described as follows:

Tract 1

Beginning at an iron rod found in the southern right of way line of Ocean Boulevard West (60' Public Right of way); said beginning point being located $S22^{\circ}32'04''W$, 58.33 feet from a cotton spike found in the approximate intersection of the centerline of Durham Street and northern right of way of Ocean Boulevard West, having NC Grid Coordinates: $N=59594.46$ feet, $E=2213200.82$ feet (NAD 83-2011); thence with the southern right of way line of Ocean Boulevard West, $N84^{\circ}15'30''E$, 157.27 feet to an iron pipe found; thence $N84^{\circ}15'12''E$, 142.81 feet to an iron pipe found; thence leaving the southern right of way line of Ocean Boulevard West, $S05^{\circ}24'02''E$, 415.45 feet to the mean high water line of the Atlantic Ocean dated February 2019; thence with the mean high water line of the Atlantic Ocean, $S85^{\circ}33'54''W$, 6.85 feet to a point; thence $S86^{\circ}09'17''W$, 45.46 feet to a point; thence $S85^{\circ}02'25''W$, 43.44 feet to a point; thence $S81^{\circ}57'06''W$, 44.23 feet to a point; thence $S84^{\circ}19'52''W$, 43.74 feet to a point; thence $S81^{\circ}23'16''W$, 46.10 feet to a point; thence $S77^{\circ}59'57''W$, 43.68 feet to a point; thence $S85^{\circ}54'59''W$, 41.51 feet to a point; thence $N03^{\circ}25'38''W$, 266.11 feet to a new rebar set; thence $N03^{\circ}25'38''W$, 155.00 feet to the Place and Point of Beginning.

Containing 2.94 Acres (127,881 Square Feet) as shown as Tract 1 on a survey titled "Boundary Survey for Town of Holden Beach, NC" as recorded in map Cabinet 135, Page 86, Brunswick County Registry, to which reference is hereby made for a more full and accurate description.

Tract 2

Beginning at an iron rod found in the southern right of way line of Ocean Boulevard West (60' Public Right of way); said beginning point being located $S50^{\circ}55'03''W$, 93.12 feet from a cotton spike found in the approximate intersection of the centerline of Durham Street and northern right of way of Ocean Boulevard West, having NC Grid Coordinates: $N=59594.46$ feet, $E=2213200.82$ feet (NAD 83-2011); thence with the southern right of way line of Ocean Boulevard West, $N84^{\circ}28'14''E$, 50.16 feet to an existing iron pipe found; thence leaving the southern right of way line of Ocean Boulevard West, $S03^{\circ}25'38''E$, 155.00 feet to a new iron rebar set; thence $S03^{\circ}25'38''E$, 266.11 feet to a point in the mean high water line of the Atlantic Ocean dated February 2019; thence with the mean high water line of the Atlantic Ocean, $S85^{\circ}54'59''W$, 4.17 feet to a point; thence $S86^{\circ}17'49''W$, 43.72 feet to a point; thence $N88^{\circ}02'06''W$, 3.57 feet to a point; thence with the eastern line of the lands claimed by Holden Beach

Fishing Pier & Grill, Inc. aforesaid mentioned, N03°14'58"W, 279.20 feet to an existing iron found; thence N03°14'58"W, 140.00 feet to the Place and Point of Beginning.

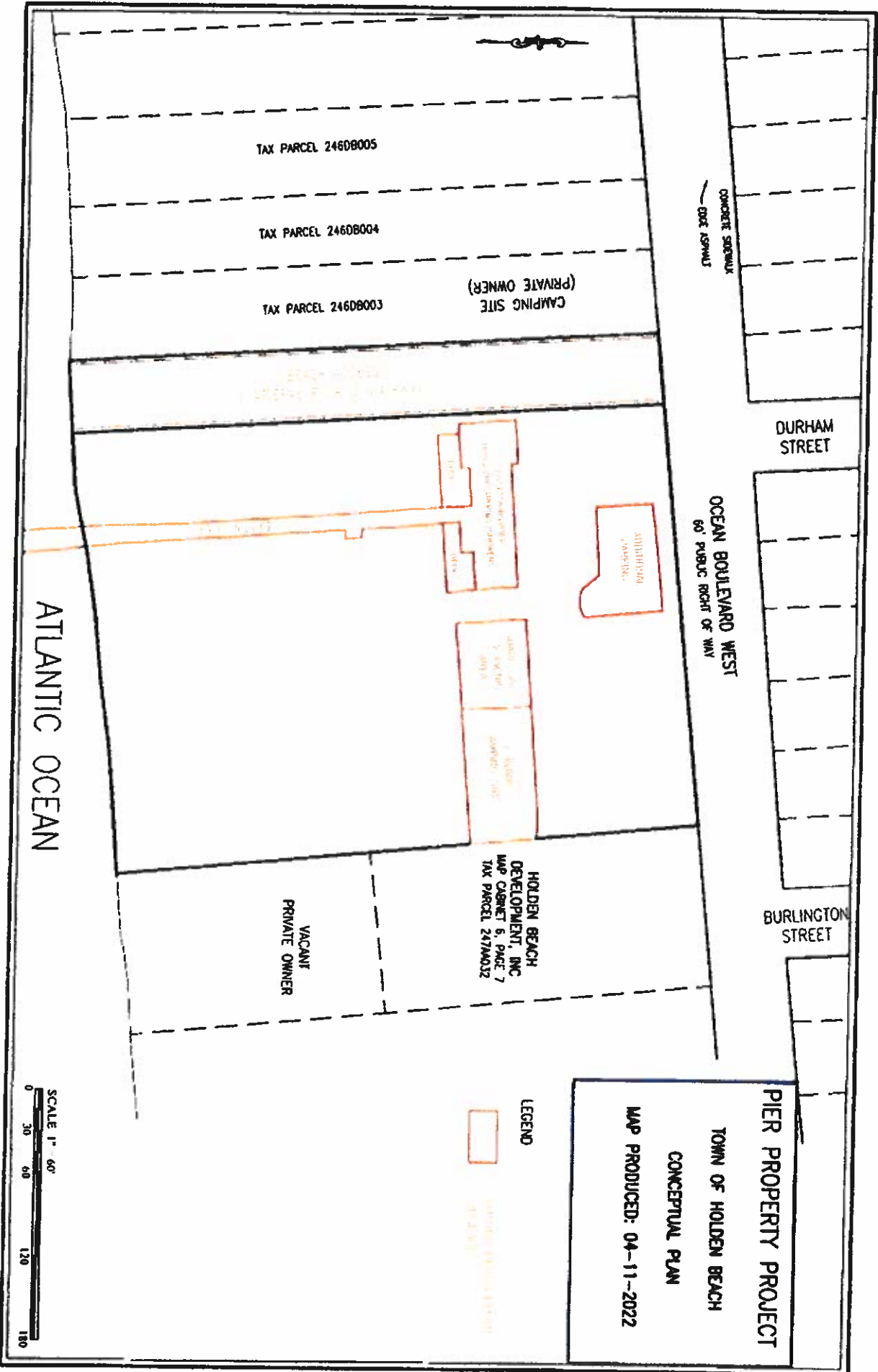
Containing 0.49 Acres (21,311 Square Feet) as shown as Tract 2 on a survey titled "Boundary Survey for Town of Holden Beach, NC" as recorded in map Cabinet 135, Page 86, Brunswick County Registry, to which reference is hereby made for a more full and accurate description.

Prepared by:



Christopher D. Stanley, PLS





PARTF Scoring System for Grants

The members of the N.C. Parks and Recreation Authority use the PARTF scoring system as one of several tools to select grant recipients. Please provide all the information requested for each item. Attach a separate page if more space is needed to address any item. Before beginning, refer to the "Definitions" section (page 29) describing the requirements for planning and public involvement documents. A team of PARTF staff and regional consultants will evaluate each application based on the scoring system and make the final decision about the applicant's score.

Preparing an application for a PARTF grant is more than simply completing the application form. Creating a proposal for a high-quality park and recreation project requires adequate time to collect public input, review the results, and then plan for the project. You should also allow time to prepare the support documents that are vital in the evaluation of your application.

The planning and public involvement process has many benefits including:

- New recreational opportunities can be based on community preferences
- New parks can be located to respond to current deficiencies and future demands
- Recreational facilities can be built to meet the expectations of park visitors and minimize harm to the environment and
- PARTF funds can be used more efficiently.

PARTF Scoring System for Grants

Applicant: Town of Holden Beach Project Name: Pier Property Project

A. Planning: (20 possible points)

1. Master plan for a park and/or greenway system (10 points)

- This item does not apply for applications proposing only land acquisition
- Please refer to pages 29-30 for the required components of the plan

- a. The applicant has a master plan created or revised within the past five years for the project site and the project conforms to the plan.

Date the plan was produced: _____ (9 points)

OR

- b. The applicant has a master plan created or revised within the past six years to ten years for the project site and the project conforms to the plan.

Date the plan was produced: _____ (4 points)

- c. The local governing board has adopted the master plan.

Date the plan was adopted: _____ (1 point)

Documentation Required:

1. A park master plan or greenway system plan.
2. A local governing board's meeting minutes or resolution as documentation of the adoption.
3. List the page number(s) and tab or highlight where the project is referenced in the plan.

2. Comprehensive systemwide parks and recreation plan for the local government's jurisdiction (7 points)

Please refer to page 30 for the required components of the plan

- a. The applicant has a Comprehensive Systemwide Parks and Recreation Plan and the project conforms to the plan.

Date the plan was produced: 9/2021 (6 points)

- b. The local governing board has adopted the systemwide plan.

Date the plan was adopted: 9/21/21 (1 point)

Documentation Required:

1. A comprehensive systemwide parks and recreation plan produced or revised in the past 10 years.
2. A local governing board's meeting minutes or resolution as documentation of the official adoption.
3. List the page number(s) and tab or highlight where the project is referenced in the plan.

3. Capital improvement plan for parks and recreation (3 points) Please refer to page 30 for the required components of the plan

- The applicant has a capital improvement plan for parks and recreation and the project is identified in the plan.

Date the plan was adopted (required): 1/18/2022 (3 points)

Documentation Required:

1. A capital improvement plan.
2. A local governing board's meeting minutes or resolution as documentation of their adoption as a part of the local government's budget process.
3. List the page number(s) and tab or highlight where the project is referenced in the plan.

B. Level of public involvement in developing and supporting the project: (15 possible points)

1. Public meetings (5 points):

- The applicant conducted a public meeting(s) *exclusively* for discussing the PARTF grant project and obtaining comments within the past 24 months. The public supported the project.

Date of the meeting(s): 4/18/22

Documentation Required:

1. Provide a title page that gives the name of applicant, the name of the project and identifies the document as "Public Meetings."
2. A document describing the means used to widely advertise the meeting, such as newspaper advertisements, Facebook, websites, and community announcements.
3. The minutes, including the discussion of the project, who was present and public comments.

2. Recreational needs survey (5 points):

- The results of a survey to determine the recreational needs in the applicant’s jurisdiction show that the citizens support the project.
 - The survey must be conducted during the past ten years
 - Please refer to page 31 for the required components of the survey

Documentation Required:

1. The following information about the survey
 - Copy of the questionnaire
 - Results of the survey
 - Describe how the survey was distributed.
 - Give the date(s) of distribution and the number of surveys distributed.
 - Provide the number of respondents and demographic information that they are representative of the local government’s jurisdiction.
 - Describe how the results of the survey show that the citizens support the project.
2. Include a title page that gives the name of applicant, the name of the project and identifies the document as “Survey of Recreational Needs.”

3. Support from civic groups (3 points):

- The applicant presented the PARTF grant project to two or more local groups and received support for the project within the last 24 months. (Examples: civic groups, neighborhood associations, youth organizations, non-governmental advisory boards, etc.)

Documentation Required:

1. Include a title page that gives the applicant’s name, the project’s name and identifies the document as “Presentations to Local Groups.”
2. The agenda and/or correspondence or other documentation from the groups that confirm the meeting dates and the presentations given by the applicant.

Note: Letters expressing support for the project do not count as presentations.

Name of the Organization	Date of the Presentation	Meeting agenda or letter from the organization
GFWC-HB (women’s club)	4/12/2022	
Holden Beach Merchant’s Association	4/13/2022	

4. Support from a parks and recreation board (2 points):

- The applicant presented the PARTF Grant project to the parks and recreation advisory board or a similarly appointed, non-elected group, and received a motion of support for the project within the last 24 months.

Date of the meeting(s): 4/7/2022

Documentation Required:

1. Include a title page that gives the name of the applicant, the project name and identifies the document as “Presentation to Advisory Board.”
2. The minutes from the meeting that include support for the project.

C. Public recreational facilities provided by the project: (45 possible points) *Not applicable to land acquisition only projects.*

1. The local government will be building its first public park on property that it owns. (20 points)

- Yes No

Explain:

2. New, like, or renovated facilities to be provided: (30 points)

A maximum of 30 total points will be awarded for the sum of 2a, 2b and 2c.

a. The project will provide (check one):

- 3 or more types of new recreational facilities (20 points)
 2 types of new recreational facilities (15 points)
 1 type of new recreational facility (10 points)

List the new types of recreational facilities:

b. The project will add recreational facilities at the park that are like the facilities that exist at the park. The project will add (check one):

- 3 or more types of recreational facilities (12 points)
 2 types of recreational facilities (8 points)
 1 type of recreational facility (4 points)

List the types of recreational facilities:

c. The project will provide major renovation of (check one):

- 3 or more types of recreational facilities (8 points)
 2 types of recreational facilities (6 points)
 1 type of recreational facility (4 points)

List the recreational facilities to be renovated and why each renovation is needed:

3. The project will provide a trail or greenway (¼ mile or longer) that links to existing recreation area(s), school(s), downtown businesses, and/or communities located outside of the park. (5 points)

- Yes No

Site plan must show trail linkage (page 9-10). Identify by name and location the existing trail and areas to be linked by the proposed trail:

D. The Suitability of the Site for the Proposed Project. (5 possible points) Explanations are needed below to be considered for each point.

1. **The site is suited for the proposed development with minimal adverse impact to the environment. (1 point)**

Please explain:

The site is suited for development of camping sites, public access including a Hatteras ramp and remodeling of the pier and (see att.)

2. **The location of the site enhances the park and the public's access to the park. (1 point)**

Please explain:

This is oceanfront property. The location of the site enhances the public's access to the public beach.

3. **The site is enhanced by the adjacent property uses. (1 point)**

Please explain:

Current adjacent property uses are residential, additional camping sites, and the public beach.

4. **The proposed site is large enough to adequately accommodate the proposed development. The proposed project will require minimal site preparation considering the geographic region where it is located. (1 point)**

Please explain:

Site preparation will be minimal because improvements are solely based on updating existing or prior facilities.

5. **The site is free of restrictive easements, overhead powerlines, or other intrusions (1 point):**

Yes No*

*Please explain:

There are currently no restrictive easements.

E. The applicant's commitment to operating and maintaining the project. (15 possible points)

1. **The applicant has a full-time parks and recreation department that will manage the project site to provide programming and to ensure adequate operation and maintenance. (15 points)**

2. **The applicant has a full-time staff, such as a public works, who will manage the project site to ensure adequate operation and maintenance. (8 points)**

3. **The applicant will manage the project site with part-time staff or by contractual agreement to ensure adequate operation and maintenance. (4 points)**

4. **An organized volunteer group, such as a civic group or youth sports association will operate and maintain the site. (2 points)**

Provide the name of the organization that will operate and maintain the site:

The site will be managed by lease and contractual agreements (TBD) to run the fishing pier, pier house, and future paid parking.

If the applicant is not going to operate the site with full-time staff, (see items #3 & #4), describe how and when the site will be open to the public.

The public will be able to utilize the site each day for recreational pursuits. They will engage with contract staff.

D. The Suitability of the Site for the Proposed Project

- 1. the remodeling of the pier house. Development will also include new public restrooms.**
- 2. The site also meets needs identified in the comprehensive master plan.**

F. Land Acquisition (15 possible points) (Does not apply for applications proposing development only.)

1. **If not purchased at this time, a significant natural, cultural, recreational, scenic, or highly threatened resource will be used for other purposes. (15 points)***
2. **The site is an excellent natural and/or recreational resource. (10 points)***
3. **The site is an average natural and/or recreational resource. (5 points)**

****Detailed explanation required.***

What is the specific significant resource?

The site provides one of the few remaining ocean fishing piers in the state. It also provides access to the public beach for hundreds of residents and visitors. If the property is not purchased, residents in the canal properties across the street will have a cumbersome walk to get to the next beach access. One of the main parking area for visitors will also be lost. The property is a significant cultural element in the town and we do not want to let it slip away to private development. The parks and recreation master plan survey indicated that respondents wanted more access to the water and fishing capabilities. The site provides both.

What is the specific potential threat?

If obtained by a private entity or individual, the property could be turned into condos and the current natural and recreational elements eliminated.



Date: April 13, 2022

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

From: Christy Ferguson, Assistant Town Manager *(CF)*

Re: NC Public Beach and Coastal Waterfront Access Grant Application

Based on the BOC's direction to pursue grant opportunities to assist with the development of the pier properties, the staff is submitting a pre-application (Attachment 1) to the Division of Coastal Management (DCM) on or before April 22, 2022. The application is for the development of the 50-foot lot for beach access to include a Hatteras ramp and walkway for a total project cost of \$63,535.00. If the agency approves the pre-application, the town will be asked to complete a final application that will come before the BOC in August. If awarded the grant, the BOC would still have to choose to accept or decline funds.

Attachment 1: Pre-application

Suggested Motion: Motion to have the Town Manager execute the grant signature to complete required paperwork and submit the grant to DCM.



NORTH CAROLINA PUBLIC BEACH AND WATERFRONT ACCESS PROGRAM PRE-APPLICATION 2022-2023

Local Government: _____ Town of Holden Beach _____

Federal ID Number: 56-0944997 _____ Project Name: Pier Property Project

Brief Project Description: A pedestrian walkway and Hatteras ramp will be constructed to aid access to the state’s public trust waters, to serve as emergency vehicular access, and to serve as an access for large equipment during periodic beach nourishment projects.

<p>Local Government Project Administrator</p> <p>Name: <u>David W. Hewett</u></p> <p>Title: <u>Town Manager</u></p> <p>Address: <u>110 Rothschild Street</u></p> <hr/> <p>City, State, Zip: <u>Holden Beach, NC 28462</u></p> <p>Telephone: <u>910-842-6488</u></p> <p>Email: <u>david.hewett@hbtownhall.com</u></p>	<p>Project Type (choose one):</p> <p>Land Acquisition</p> <p>Site Improvement X</p> <p>Site Maintenance</p>
<p>Costs rounded to nearest dollar:</p> <p>Grant funds requested: \$ <u>47,651.00</u></p> <p>Local government’s matching funds: \$ <u>15884.00</u></p> <p style="padding-left: 20px;">Cash Match: \$ <u>15,884.00</u></p> <p style="padding-left: 20px;">In-kind Match: \$ _____ .00</p> <p>Total cost of project: \$ <u>63,535.00</u></p>	<p>Site Control (check all that apply):</p> <p>Owned by local government</p> <p>To be obtained with this land acquisition project</p> <p>Land acquired under an approved waiver. Expiration date: _____</p> <p>Leased by applicant for 25 years or more</p> <p>Easement by applicant for 25 years or more</p> <p>Owned by other State, Federal, or government agency with a Joint Use Agreement.</p>

LOCAL GOVERNMENT REPRESENTATIVE SIGNATURE

Print or Type NameTitleSignature

Provide the following ATTACHMENTS and NARRATIVE:

- 1. Site location maps:** Provide a regional location map and a detailed vicinity map (street map) showing the location of the proposed project. Include a north arrow, and legible street names.

2. **Site description:** Provide a description of the site where the project will be located, including natural features and existing improvements. Also include NC Division of Water Resources [Surface Water Classification\(s\)](#).
3. **National Flood Insurance Program Floodways & Non-encroachment Areas:** Indicate if the project site or improvements are located in Floodway or Non-encroachment area per 40 C.F.R. § 60.3(d)(3). If the project or improvements are located in one of these areas, additional engineering studies may be needed.
4. **For land acquisition:** Provide an exhibit or boundary survey indicating land area, an estimated cost of the property, and basis for the estimate. *An overlay on aerial photos may be submitted.* Indicate whether or not the property would be acquired in phases. The community has five years to begin developing beach and water access facilities on an acquired site. Describe how the public will be able to use the site until improved access facilities are in place.
5. **Project description for site improvements:** Provide a description of the access facilities to be built, including information on features, materials, and proximity to closest/other access sites.
6. **Project site plan:** Provide a to-scale site plan showing property lines (label existing uses on adjacent lots), proposed site improvements, existing facilities, and significant natural features.
 - Include a legend, north arrow and graphic scale.
 - *Improvements shown as an overlay on aerial photos also may be submitted.*
 - Provide to-scale building elevations and floor plans as applicable.
7. **List the types and sources of utilities proposed; and identify associated costs on Project Budget (pg. 3).** *Note above ground utilities must be identified.*
8. **ADA requirements:** Does this project meet ADA requirements? If yes, describe the handicapped accessible features of this project. If no, describe why a handicapped accessible facility is impracticable and outline how handicapped accessibility needs are met within the area. See [Designing Facilities for ADA](#) in the application packet.
9. **Exceeding ADA requirements:** Does this project exceed ADA requirements? If yes, describe the handicapped accessible features that exceed ADA requirements.
10. **Project justification:** Explain why the project is needed and how it will benefit your community.
11. **Project description for maintenance of a previous funded sites:** describe the repair and maintenance being proposed. Describe why repairs and maintenance are needed at this site.
12. **Is this project identified as high local priority in your certified Future Land Use Plan or local Access Plan?** If yes, attach a brief description of the plan and a statement of the extent to which the project implements the policies of the plan.
13. **Is this project reflected in other policy documents or ordinances?** If yes, attach a brief description of the document or ordinance and a statement of the extent to which the project implements goals of the document or ordinance.
14. **Pre-project tasks:** Identify tasks that must be completed prior to starting the project
15. **Permits:** List all necessary permits and/or certifications.
16. **Previous grants:** Have you previously received an Access Grant from DCM at this site? If yes, list the grant or grants by year.
17. **User fees:** Is a user fee charged at this site? Do you charge user fees at any other DCM funded sites? If yes to either of these questions, provide the most recent annual accounting report as required by 15A NCAC 07M .303(c).

Project Budget

This form must be completed and included with your application. Round project costs to the dollar.

If available, attach a detailed breakdown of the cost assumptions upon which the Project Budget is based.

Proposals that include this information increase their likelihood of funding.

Project Elements	Grant	Cash Match	In Kind	Total
Land Acquisition Costs				
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Permit and Design Fees				
Building Fee	\$	\$	\$	\$
133*6*135*.009	\$726.75	\$ 242.25	\$	\$969.00
CAMA Fees	\$ 300	\$ 100	\$	\$ 400
Site Improvement Costs: Materials				
Walkway	\$16,159.50	\$ 5386.50	\$	\$21,546
Hatteras Ramp	\$ 9720	\$ 3240	\$	\$12,960
	\$	\$	\$	\$
Site Improvement Costs: Labor				
Labor Walkway	\$ 11970	\$ 3990	\$	\$15960
Hatteras ramp	\$ 5400	\$ 1800	\$	\$ 7200
	\$	\$	\$	\$
Local Administrative Costs				
Engineering	\$ 3375	\$ 1125	\$	\$4500

	\$	\$	\$	\$
	\$	\$	\$	\$
Totals	\$ 47651	\$ 15884	\$	\$63535
Match Percentages	75%	25%	%	%

Proposed Local Match

Local Government: _____ **Project Name:** _____

Instructions: Use the form below to show the sources of your matching funds. Indicate if these funds are currently available or are the funds yet to be approved. If funds are yet to be approved, list the date for approval. If applicable, provide additional narrative related to in-kind match and/or state/federal funds.

Applicants are encouraged to include their local contribution in their budget.

Source of Matching Funds			
Type of Matching Funds	Amount of Funds	Funding Source	Availability (Month/Year)
	\$		
	\$		
	\$		
	\$		
	\$		
Total Matching Funds:	\$		

Additional Narrative:

Provide narrative explaining the relevance of proposed in-kind match to the project.

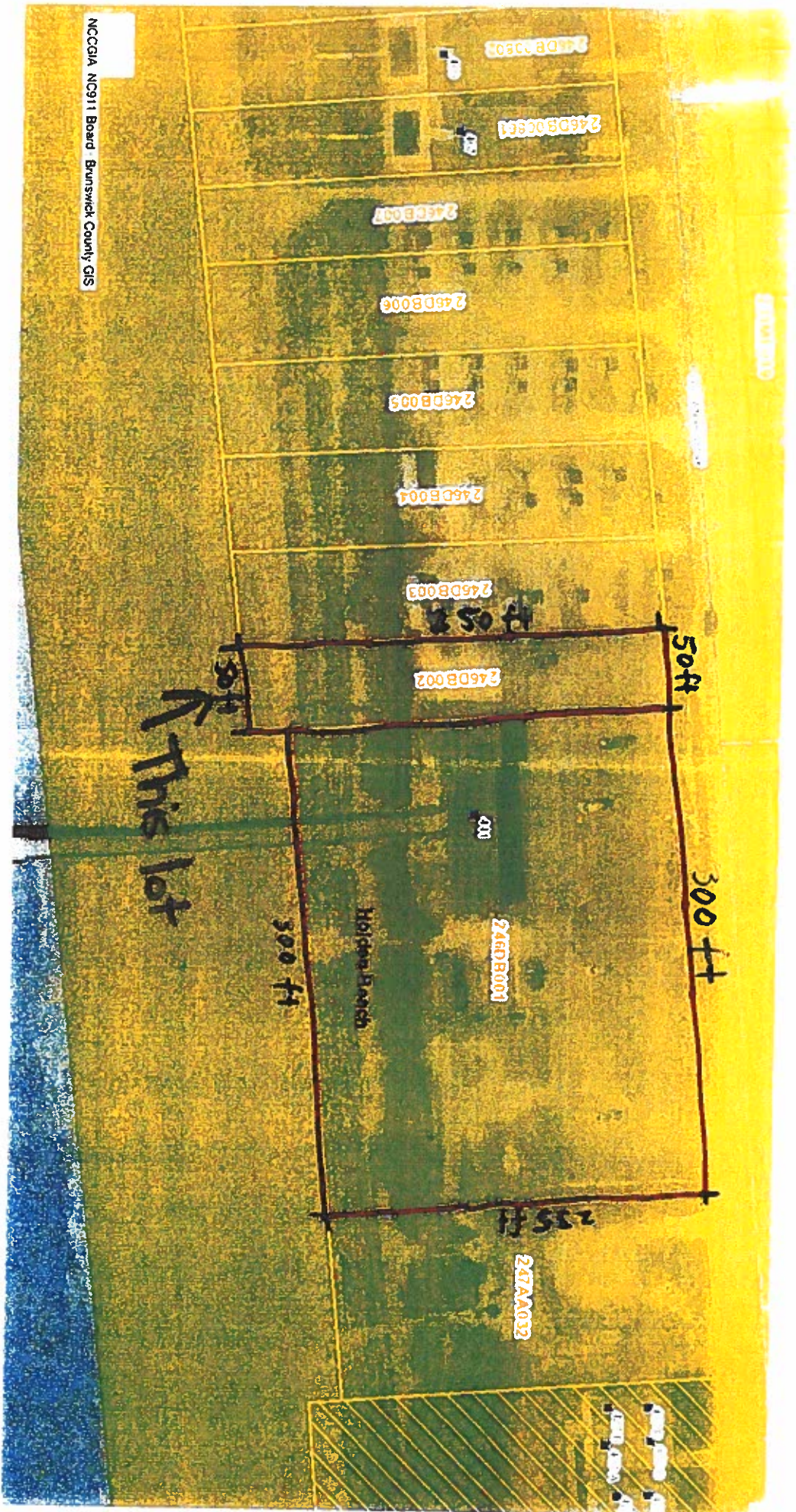
If other state and/or federal funds are to be used as local match, indicate the specific project elements that will qualify for joint funding. How viable is the project if complementary funding from another program is not secured?

Public Beach and Coastal Waterfront Access Program

N.C. Division of Coastal Management

1. Program location maps: See attached
2. Site description Location: 441 Ocean Boulevard West Holden Beach, NC 28462
 Lot dimensions- 0.49 acres
 We are seeking grant assistance for the development of property acquired on 3/28/2022. The area will provide public beach access to include a Hatteras ramp and a walkway. It currently consists of natural dune and vegetative grasses. The public access is important for not only pedestrian access to the beach but also emergency vehicular access and as an entry point for equipment during beach nourishment projects.
3. The project is not located in one of these areas.
4. The property was already acquired.
5. A pedestrian walkway used to access the public beach will be adjacent to an emergency beach access. The walkway will be of wood frame construction, 6 feet wide with a maximum ramp run of 25 inches and a maximum distance of 133 feet. The beach access will be a Hatteras ramp design of 20 feet with wood construction. It will be linked by rope or chain and be a maximum length of 72 feet. The walkway will be maintained by the public works department once completed. The ramp will be located next to a town owned facility with 81 parking places and future public restrooms. The walkway and emergency access will be located approximately 2904 feet from the nearest public walkway to the west and approximately 1508 feet to the east of the proposed project site. This will be the only public access with both ample parking and public beach access to serve the 400+ canal lots across the street. The Hatteras ramp/emergency access will provide a mid-island point for quick emergency response.
6. See the site plan map attached.
7. There are no utilities proposed on the site.
8. The project does meet ADA requirements. The walkway shall be designed and sloped to accommodate both wheelchair and pedestrians at the same time. The walkway shall have hard surface access to its entrance with access point designed to be a direct route for use.
9. The project will exceed the ADA requirements. The width will be twice as wide as the minimum ADA requirements for walkways and ramps at 72 inches in width. This allows for passing space along the entire length exceeding the minimum requirements in 430.5.2 of the A117.1. The walkway will have intermediate landings at 25 foot intervals reducing the maximum ramp runs from 30 inches to 25 feet meeting a more restrictive requirement under 405.6 Ramp Rise. The reduction in maximum run rise will add an additional two landings for rest before proceeding along the route.
10. This was acquired to assist in providing beach access in the center part of the island. It will provide access to the over 400+ canal properties, as well as the many day trippers, which visit the beach daily. The town wishes to develop the access in a way that will provide maximum benefit. Leaving the area natural is not as conducive to meeting ADA requirements to better serve all visitors.
11. This project is an improvement on a previously funded land acquisition project.

12. The proposed project is identified as a top priority in the Town of Holden Beach 2019 CAMA Land Use Plan section 4.2. The current plan identifies the need for additional access and encourages those accesses to be ADA compliant. It also encourages the town to expand the public access through additional walkways that comply with ADA requirements. Additionally, the plan calls for additional support for emergency access aiding police and fire services.
13. More public water access is identified as a priority in the 2021 Comprehensive Parks and Recreation Master Plan as is developing the pier site into a community park.
14. The town will need to accept bids for construction.
15. CAMA, Zoning, Building and Stormwater Permits.
16. We previously received a land acquisition grant in FY 21-22 that covered part of the cost of acquisition of the property.
17. There will be no user fees to utilize the beach access. Two handicapped spaces will specifically serve this lot and will be free of charge. We have not instituted paid parking yet as it is set to begin May 1 and therefore there is no report to include at this time. Paid parking will be associated with six spaces on the lot.



NCCGIA NC911 Board - Brunswick County GIS



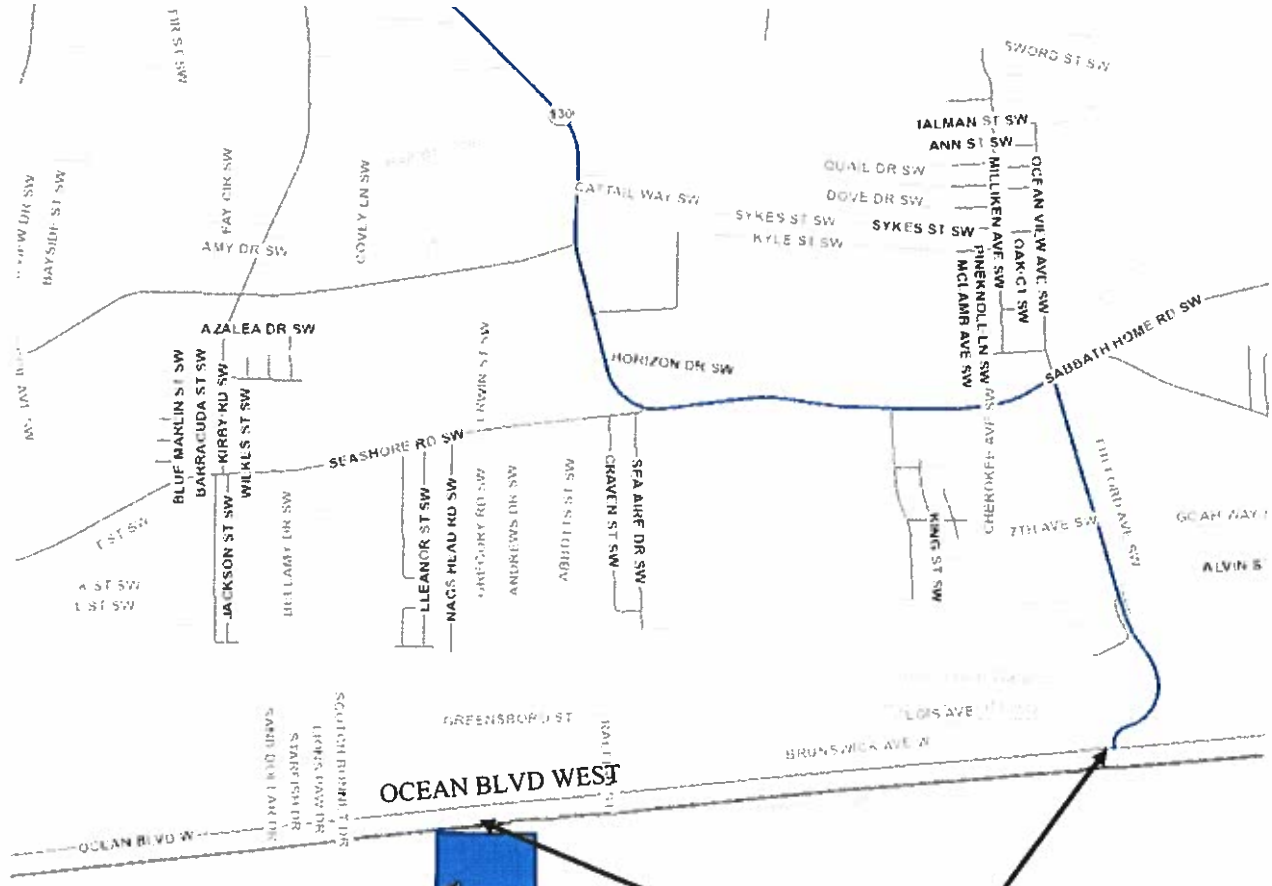
SITE VICINITY MAP

HOLDEN BEACH PIER PROJECT

441 OCEAN BOULEVARD WEST, HOLDEN BEACH, NC

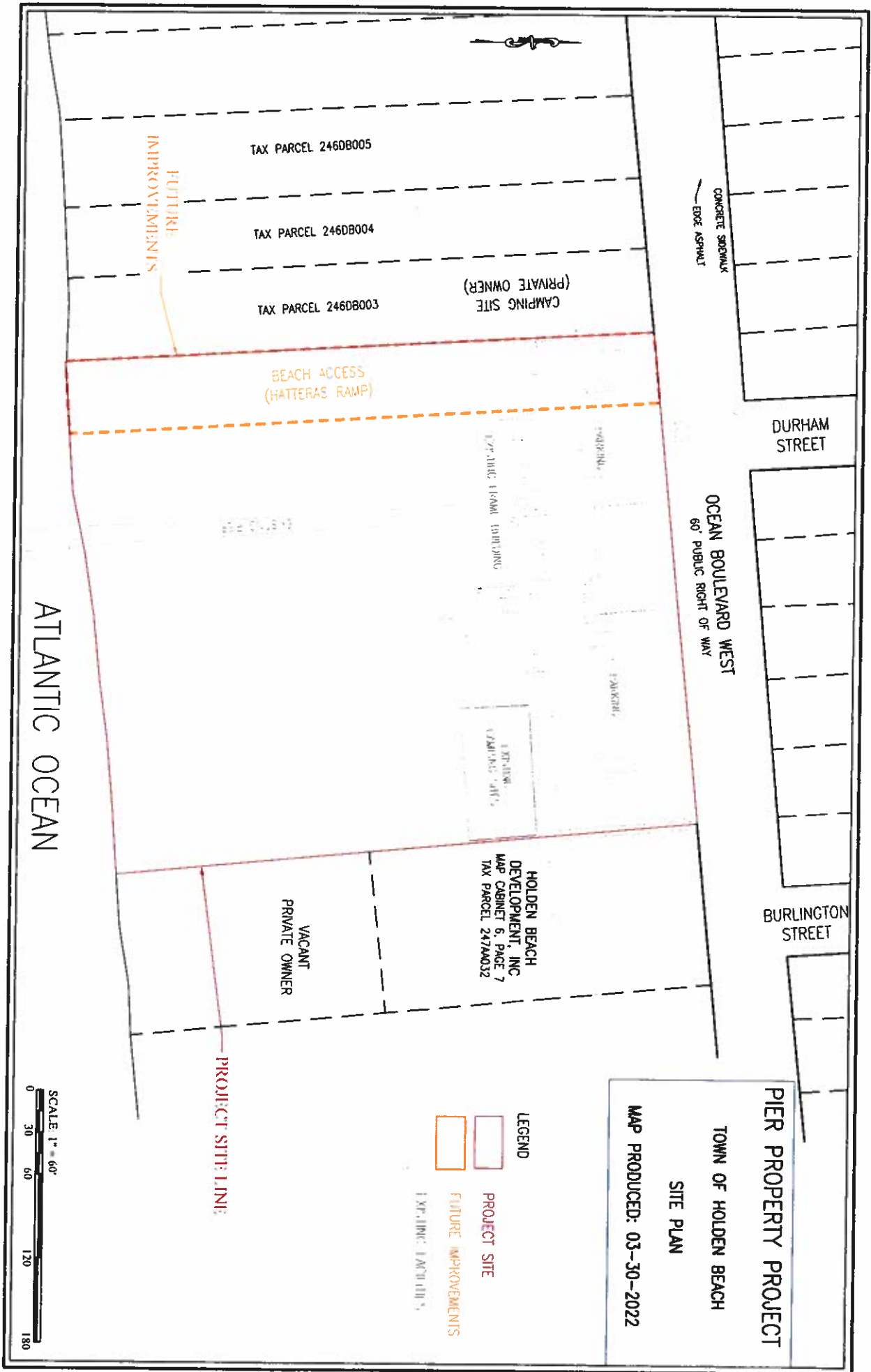
LATITUDE: N33°54'41", LONGITUDE: W78°17'50"

NORTH



PROJECT SITE


1.6 MILES FROM NC 130





Date: April 13, 2022

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

From: Christy Ferguson, Assistant Town Manager 

Re: Congressionally Directed Spending

What was formerly known as earmarks is now referred to as Congressionally Directed Spending. Ward and Smith, P.A. apprised the town of several available funding opportunities as part of the FY 23 appropriation requests. Attached you will find required letters of support from the town and application forms for three projects: the Coastal Storm Risk Management General Reevaluation Study (Attachment 1), Stormwater Infrastructure Improvements on Ocean Boulevard (Attachment 2), and the Sewer Lift Station 2 Upgrade (Attachment 3). Action must be taken at this meeting to be considered for funding.

Attachment 1: CSRM Letters

Attachment 2: Stormwater Letters/
Required Application Forms

Attachment 3: Sewer Lift Station 2 Upgrade Letters/
Required Application Forms

Suggested Motion: Motion to send the letters of support to the Congressional Delegation for the attached projects.



April 13, 2022

The Honorable David Rouzer
United States House of Representatives
2333 Rayburn House Office Building
Washington, DC 20515

Dear Representative Rouzer:

On behalf of the Town of Holden Beach, North Carolina, I write to express strong support for the U.S. Army Corps of Engineers and any request the Corps makes in FY 2023 to meet the federal cost share obligations for the ongoing Holden Beach Coastal Storm Risk Management General Reevaluation Study.

The Town of Holden Beach has been waiting decades to partner with the Corps on a coastal storm damage reduction project, and we are thrilled to be working with the Wilmington District of the Corps to arrive at a plan for addressing the Town's risks to storm damage and coastal erosion. With the increase in the intensity and severity of storms impacting coastal communities, it is imperative to strategically plan to protect valuable infrastructure and habitat, and the completion of this study will afford the Town the opportunity to accomplish this goal.

Holden Beach is committed to meeting all non-federal requirements and obligations as required for the upcoming fiscal year, and we look forward to completing this 3 x 3 x 3 effort with the Wilmington District on schedule and on budget.

Thank you for your continued leadership and dedication to our community. Please feel free to contact me if you have any questions.

Sincerely,

J. Alan Holden
Mayor, Town of Holden Beach



4/13/2022

The Honorable Richard Burr
United States Senate
217 Russell Senate Office Building
Washington, DC 20510

The Honorable Thom Tillis
United States Senate
113 Dirksen Senate Office Building
Washington, DC 20510

Dear Senators Burr and Tillis:

On behalf of the Town of Holden Beach, North Carolina, I write to express strong support for the U.S. Army Corps of Engineers and any request the Corps makes in FY 2023 to meet the federal cost share obligations for the ongoing Holden Beach Coastal Storm Risk Management General Reevaluation Study.

The Town of Holden Beach has been waiting decades to partner with the Corps on a coastal storm damage reduction project, and we are thrilled to be working with the Wilmington District of the Corps to arrive at a plan for addressing the Town's risks to storm damage and coastal erosion. With the increase in the intensity and severity of storms impacting coastal communities, it is imperative to strategically plan to protect valuable infrastructure and habitat, and the completion of this study will afford the Town the opportunity to accomplish this goal.

Holden Beach is committed to meeting all non-federal requirements and obligations as required for the upcoming fiscal year, and we look forward to completing this 3 x 3 x 3 effort with the Wilmington District on schedule and on budget.

Thank you for your continued leadership and dedication to our community. Please feel free to contact me if you have any questions.

Sincerely,

J. Alan Holden
Mayor, Town of Holden Beach



4/13/2022

The Honorable David Rouzer
United States House of Representatives
2333 Rayburn House Office Building
Washington, DC 20515

Dear Representative Rouzer:

On behalf of the Town of Holden Beach, North Carolina, I write to express strong support for the Town's FY 2023 Community Project Funding request for a \$750,000 Ocean Boulevard Stormwater Mitigation Project through the Environmental Infrastructure Funding program.

The town has experienced flooding along Ocean Boulevard, the main roadway and primary evacuation route in Holden Beach for many years. Normal rain events impede traffic, and the town is expecting this to become even more burdensome when the boulevard is repaved, and bike lanes are added. The funding will support the design and construction of stormwater mitigation infrastructure along Ocean Boulevard to address existing and anticipated stormwater flooding.

The Town of Holden Beach is willing and able to meet all non-federal requirements and obligations. Thank you for your consideration of our request. Please feel free to contact Town Manager David Hewett with any additional details needed on the project, 910-842-6488.

Sincerely,

J. Alan Holden
Mayor, Town of Holden Beach

Appropriations Request Form
Office of Congressman David Rouzer

COMMUNITY PROJECT FUNDING REQUEST

ORGANIZATION MAKING REQUEST:

Town of Holden Beach

ORGANIZATION POINT OF CONTACT:

David Hewett, Town Manager

PHONE NUMBER:

910-842-6488

EMAIL:

david.hewett@hbtownhall.com

SUBCOMMITTEE:

Energy and Water Development, and Related Agencies

AGENCY:

U.S. Army Corps of Engineers

PROGRAM NAME:

Construction (Environmental Infrastructure)

LETTER OF COMMUNITY SUPPORT ATTACHED (Y/N):

Yes

The Subcommittee on Energy and Water Development, and Related Agencies provided guidance to Members on how to submit Environmental Infrastructure requests. The guidance outlined the specific information that Members need to provide the Subcommittee through the electronic submission process. The form below answers the questions asked in the Subcommittee guidance document.

Non-Federal Sponsor:

Town of Holden Beach, North Carolina

Project Title:

Ocean Boulevard Stormwater Mitigation Project

Authorization Information:

This project is eligible to compete for Environmental Infrastructure funding under the North Carolina Environmental Assistance Program, NC, authority. Section 5113 WRDA 2007 (P.L. 110-114).

Project Description:

The Town of Holden Beach is requesting \$750,000 to fund the design and construction of a \$1,000,000 stormwater infrastructure project in Holden Beach, which is needed to address stormwater drainage issues along eight miles of Ocean Boulevard.

Flooding along Ocean Boulevard, the main roadway and primary evacuation route in Holden Beach, has been a reoccurring issue for many years. Traffic is already unsafely impeded on a recurring basis with normal rain events, and in the instances when storms occur, safe passage to evacuate and respond to emergencies becomes impossibly prohibitive. The North Carolina Department of Transportation will be repaving Ocean Boulevard and adding bike lanes along the roadway in September 2022. As needed as these upgrades will be to the Holden Beach community, the added bike lanes are expected to exacerbate existing stormwater drainage issues along Ocean Boulevard. The requested funding will support the design and construction of stormwater mitigation infrastructure along Ocean Boulevard to address existing and anticipated stormwater flooding. If funded, design and construction would be completed within 18 months.

This project meets the eligibility criteria of Section 5113 of P.L. 110-114, which authorizes the Corps to assist non-Federal interests within the State of North Carolina in carrying out water-related environmental infrastructure and resource protection and development projects. Water-related environmental infrastructure improvements under this authority can include wastewater treatment and related facilities; combined sewer overflow, water supply, storage, treatment, and related

facilities; drinking water infrastructure, including treatment, and related facilities; environmental restoration; stormwater infrastructure; and surface water resource protection and development. The Corps may provide assistance for project planning, design, and construction.

The Town of Holden Beach understands that the cost-share for the non-Federal interest shall not be less than 25 percent. We are aware that the non-Federal sponsor is responsible for supplying all lands, easements, rights-of-ways, relocations and disposal areas (LERRD) necessary for construction and subsequent operation and maintenance of the project. We also understand that the non-Federal sponsor is responsible for 100 percent of the cost to operate, maintain, repair, replace, or rehabilitate the completed project. The Town of Holden Beach is willing and able to meet these obligations.

The Town of Holden Beach submitted a letter of intent to the Wilmington District of the Corps on November 30, 2021, requesting assistance from the Corps for this project in accordance with Section 5113 of WRDA 2007. The request was submitted with an interest in securing additional funding authorized in the *Infrastructure Investment and Jobs Act* (IIJA). However, EI funding provided in the first IIJA Work Plan (released in January 2022) was only provided to EI projects previously identified as Corps capabilities, so new project requests (like Holden Beach's requests) were not ultimately considered during this process.

Amount Requested for FY 23:

\$750,000

FY 23 President's Budget Request:

\$0

FY 23 Enacted Amount:

\$0

Can the project obligate all appropriated funds within 12 months after enactment?

Yes

Request submitted to another subcommittee this fiscal year?

No

Is the funding requested by a governmental or non-profit organization?

Governmental

Recipient Information

[Leave blank, as the recipient is the Corps of Engineers.]

Request Explanation

Provide a detailed explanation of the project purpose and why it is a valuable use of taxpayer funds.

Flooding along Ocean Boulevard, the main roadway and primary evacuation route in Holden Beach, has been a reoccurring issue for many years. Traffic is already unsafely impeded on a recurring basis with normal rain events, and in the instances when storms occur, safe passage to evacuate and respond to emergencies becomes impossibly prohibitive. The requested funding will support the design and construction of stormwater mitigation infrastructure along eight miles of Ocean Boulevard to address existing and anticipated stormwater flooding. The project will reduce damages caused by flood events, thereby saving taxpayer money, and is critical to preserving life and safe passage of residents in the event of an emergency.

Name of the Corps District Where the Project is Located

Wilmington District



4/13/2022

The Honorable Richard Burr
United States Senate
217 Russell Senate Office Building
Washington, DC 20510

The Honorable Thom Tillis
United States Senate
113 Dirksen Senate Office Building
Washington, DC 20510

Dear Senators Burr and Tillis:

On behalf of the Town of Holden Beach, North Carolina, I write to express strong support for the Town's FY 2023 Community Project Funding request for a \$750,000 Ocean Boulevard Stormwater Mitigation Project through the Environmental Infrastructure Funding program.

The town has experienced flooding along Ocean Boulevard, the main roadway and primary evacuation route in Holden Beach for many years. Normal rain events impede traffic, and the town is expecting this to become even more burdensome when the boulevard is repaved, and bike lanes are added. The funding will support the design and construction of stormwater mitigation infrastructure along Ocean Boulevard to address existing and anticipated stormwater flooding.

The Town of Holden Beach is willing and able to meet all non-federal requirements and obligations. Thank you for your consideration of our request. Please feel free to contact Town Manager David Hewett with any additional details needed on the project, 910-842-6488.

Sincerely,

J. Alan Holden
Mayor, Town of Holden Beach



RICHARD BURR

U.S. Senator for North Carolina

CONGRESSIONALLY DIRECTED SPENDING REQUESTS

PLEASE COMPLETE THIS FORM, SAVE AS A PDF AND SUBMIT THE REQUEST, ALONG WITH ANY RELEVANT SUPPORTING DOCUMENTATION, BY EMAIL TO NICK_HALMRAST@BURR.SENATE.GOV. ADDITIONALLY, PLEASE COORDINATE WITH RELEVANT POLICY STAFF LEADS ON SPECIFIC SUBCOMMITTEE REQUIREMENTS. ALL CONGRESSIONALLY DIRECTED SPENDING REQUESTS ARE DUE NO LATER THAN APRIL 25, 2022.

PROJECT NAME:	Holden Beach Stormwater Infrastructure Project
RECIPIENT NAME:	Town of Holden Beach
RECIPIENT POINT OF CONTACT:	David W. Hewett
PHONE NUMBER:	910-612-4009
EMAIL:	david.hewett@hbtownhall.com
PROJECT LOCATION:	Ocean Boulevard
CONGRESSIONAL DISTRICT:	NC-7
SUBCOMMITTEE/FEDERAL AGENCY FOR REQUEST:	Energy and Water Development and Related Agencies
DOLLAR AMOUNT FOR APPROPRIATIONS REQUEST:	\$750,000
TOTAL PROJECT COST:	\$1,000,000

ADDITIONAL FUNDING SOURCES PURSUED FOR THE PROJECT (LOCAL, STATE, FEDERAL, PRIVATE, OTHER):

The only additional funding sources will be the town's match. The Town submitted a letter of intent to the Wilmington District in November 2021 in accordance with Section 5113 of WRDA 2007. EI funding was only considered for previous projects.

CONGRESSIONAL MEMBERS SUBMITTING REQUEST ON APPLICANTS BEHALF:

A request has been sent to Congressman Rouzer and Senator Tillis.

COMMUNITY SUPPORT FOR PROJECT (PLEASE ATTACH ANY LETTERS OF SUPPORT):

Please see attached letter of support from the BOC represented by Mayor Holden.

PROJECT DESCRIPTION AND COMMUNITY BENEFIT:

Flooding is prevalent along Ocean Boulevard, which is the main roadway and primary evacuation route in Holden Beach, and has been occurring for years. Traffic is impeded and we anticipate this will only get worse as a much-needed paving and bike lane project come to fruition this fall. The requested funding will support the design and construction of stormwater mitigation infrastructure along Ocean Boulevard to address existing and anticipated stormwater flooding. If funded, design and construction would be completed within 18 months.



Congressionally Directed Spending Request Form

PLEASE COMPLETE THIS ENTIRE FORM AND SUBMIT THE COMPLETED REQUEST, ALONG WITH ANY RELEVANT SUPPORTING DOCUMENTATION, BY EMAIL TO [KYLE_SANDERS@TILLIS.SENATE.GOV](mailto:kyle_sanders@tillis.senate.gov). ADDITIONALLY, PLEASE COORDINATE WITH RELEVANT POLICY STAFF LEADS ON SPECIFIC SUBCOMMITTEE REQUIREMENTS AND PROGRAMTIC REQUESTS. ALL CONGRESSIONALLY DIRECTED SPENDING REQUESTS ARE DUE AS SOON AS PRACTICABLE.

1. How does this project benefit North Carolina's:
 - a. Veterans, military members, and military spouses;
 - b. Law enforcement/first responders;
 - c. Rural communities;
 - d. Disaster prone communities;
 - e. Competitive advantage against foreign adversaries; and/or
 - f. Working families;

The stormwater infrastructure project will be of great benefit to our coastal community which lies in an area prone to hurricanes and tropical storms. Through implementation of the project long-lived stormwater issues can be addressed and improvements can be made for traffic safety.

2. Indicate which Appropriations Subcommittee has jurisdiction over this request:
Energy and Water Development, and Related Agencies
3. Specify which Subcommittee account authorizes funding for this request:
Section 5113 WRDA 2007 (P.L. 110-114)
4. Illustrate any precedent for this funding request (examples of similar projects funded in prior years):
The town requested assistance through a letter of intent to the Wilmington District of the Corps of Engineers on November 20, 2021 in accordance with the same section of WRDA. The request was submitted with an interest in securing additional funding authorized in the Infrastructure Investment and Jobs Act (IIJA). EI funding provided in the first IIJA Work Plan was only provided to EI projects previously identified as Corps capabilities and therefore this new project could not be considered.
5. Project Name: Ocean Boulevard Stormwater Mitigation Project
6. Recipient Name (this information will be filed publicly): Town of Holden Beach
7. Recipient POC name and email address: David W. Hewett Town Manager
david.hewett@hbtownhall.com

8. **Project Purpose AND Justification:**

Flooding along Ocean Boulevard, the main roadway and primary evacuation route in Holden Beach, has been a reoccurring issue for many years. We anticipate upgrades in the form of much needed bike lanes as part of an upcoming DOT paving project will make the flooding worse. The requested funding will support the design and construction of stormwater mitigation infrastructure along Ocean Boulevard to address existing and anticipated stormwater flooding.

9. **Total project cost and funding amount requested (including a summary of the cost breakdown):**

\$1,000,000 total \$750,000 request and \$250,000 match from town

10. **Project type: Environmental Infrastructure**

11. **Project summary:**

The Town of Holden Beach is requesting \$750,000 to fund the design and construction of a \$1,000,000 stormwater infrastructure project in Holden Beach, which is needed to address stormwater drainage issues along eight miles of Ocean Boulevard.

12. **Project's physical location and classification (rural, suburban, urban): Rural**

13. **Provide compelling evidence of community support (i.e. support letters from elected officials) and list all public/private/tribal partners:**

Letters of support approved by the Board of Commissioners and signed by Mayor J. Alan Holden are attached.

14. **List every Congressional Member (US Senate & House) submitting this request on the applicant's behalf:**

Requests have been sent to Congressman Rouzer and Senator Burr's office.

15. **Disclose the funding sources (local, state, federal, private, other) pursued for this project and the amount of funding secured through those channels:**

The only additional funding sources will be the town's match for the funding.

16. **Demonstrate the local, regional, and state benefit(s) of this project:**

NC beaches are a major contributing factor to the state's economy and occupancy tax is paramount to the town's budget. If vital infrastructure is not in place, the residents, tourists, and many visitors to Holden Beach will be impacted. This project will aid in reducing impediments to travel on the main thoroughfare.

17. **Disclose the projected job creation associated with this request and the timeline for job creation:**

The engineer and contracting firm the town selects for the project will be provided with jobs for the positions that deal directly with the project.

18. **Provide the project return on investment for the request:**

The millions of dollars related to tourism is a large indicator of the return on investment the described project can produce.

19. **Describe the economic impact of this project/request:**

Contractors and all working individuals who reside on the island will have less impediments to travel and can get to job destinations in a more expedient manner. During heavy rains and flooding events the location of the impacted area is approximately mid-way of the island and serves to choke off the western portion of the island from the eastern end. The proposed stormwater improvement would facilitate orderly transit along the entire length of the island thereby improving the economic well-being of all.

20. Include a cost benefit analysis:

- a. Highlight any project elements dedicated to resiliency (i.e. the project's ability to withstand adverse events such as severe weather, flooding, and other threats and vulnerabilities that can severely damage or destroy infrastructure and facilities):

The project will greatly impact the ability to recover for storm events and hurricanes as the increased over wash and rainfall will place even more stress on the current impediment. Standing flood waters in this area of the boulevard put nearby infrastructure and cars in jeopardy as people traverse the area.

21. Provide a timeline for project completion:

If funded the project will be completed in 18 months.

22. Demonstrate project readiness in terms of:

- a. Environmental risk and permitting;
- b. Technical feasibility and capacity; and
- c. Funding and financial readiness (obligating funds in a reasonable time);

The project as conceptualized will require local, state, and federal permits, which will be obtained by the contracting/engineering firm selected to construct the project. They will handle all technical aspects of the project. The town committed the funding this fiscal year and since the project did not come to fruition it will be included in the town's 22-23 capital budget.

23. Include any innovative strategies deployed such as new technology, public-private partnerships (P3s), and novel project delivery:

It is anticipated that the stormwater system installed will be of traditional and proven design.



4/13/2022

The Honorable David Rouzer
United States House of Representatives
2333 Rayburn House Office Building
Washington, DC 20515

Dear Representative Rouzer:

On behalf of the Town of Holden Beach, North Carolina, I write to express strong support for the Town's FY 2023 Community Project Funding request for a \$2,669,867 Sewer Lift Station #2 Upgrade project through the State and Tribal Assistance Grants program.

The Town of Holden Beach vacuum collection system construction was completed and became operational in 2006. The sewer lift station that houses the major electrical component was constructed of concrete and is located below base flood elevation. Flooding issues have increased in the last decade secondary to higher tide levels and hurricane events and necessitate mitigation to raise the electrical components of the system.

The Town of Holden Beach is willing and able to meet all non-federal requirements and obligations. Thank you for your consideration of our request. Please feel free to contact Town Manager David Hewett with any additional details needed on the project, 910-842-6488.

Sincerely,

J. Alan Holden
Mayor, Town of Holden Beach

Appropriations Request Form
Office of Congressman David Rouzer

COMMUNITY PROJECT FUNDING REQUEST

ORGANIZATION MAKING REQUEST:

Town of Holden Beach

ORGANIZATION POINT OF CONTACT:

David Hewett, Town Manager

PHONE NUMBER:

910-842-6488

EMAIL:

david.hewett@hbtownhall.com

SUBCOMMITTEE:

Interior, Environment, and Related Agencies

AGENCY:

U.S. Environmental Protection Agency

PROGRAM NAME:

State and Tribal Assistance Grants

LETTER OF COMMUNITY SUPPORT ATTACHED (Y/N):

Yes

The Subcommittee on Interior, Environment, and Related Agencies provided guidance to Members on how to submit project requests. The guidance outlined the specific information that Members need to provide the Subcommittee through the electronic submission process. The form below answers the questions asked in the Subcommittee guidance document.

Project Name: Greensboro Street Lift Station #2 Hazard Mitigation Upgrade

Project Description (provide a narrative description of the project and its objectives):

The Town of Holden Beach is requesting \$2,669,867 to fund the construction of the Greensboro Street lift station #2 upgrade project for sustainability and to mitigate flooding issues. This particular station serves 700 homes on the island.

The Town of Holden Beach Vacuum Collection System construction was completed and become operational in October 2006. The sewer lift station that houses the major electrical component of the system was constructed of concrete and below base flood elevation, which makes it prone to flooding. These flooding issues have escalated in the last ten years with higher tides and more frequent hurricanes producing significant rainfall. The Town has taken a proactive approach and completed hazard mitigation upgrades to two other lift stations (Stations 3 and 4) to raise electrical components of the system above base flood elevation. These previous upgrades were entirely town funded.

Amount requested: \$2,669,867

Total project cost: \$3,337,334

FY 2023 President's Budget Request (if applicable).

N/A

FY 2022 enacted level (if applicable).

N/A

Can the project obligate all of the appropriated funds within 12 months after enactment (yes/no)?

Yes

Was this request submitted to another subcommittee this fiscal year, and if so, which one?

No.

Estimated start and completion dates for the project.

October of 2022 to May 2023

Is this a Clean Water SRF project or a Drinking Water SRF project?

Clean Water SRF project.

Does the project have (or expects to have within 12 months) its 20 percent matching fund requirement? Yes**Is the project on your state's most recently finalized Clean Water/Drinking Water State Revolving Fund Intended Use Plan? No****Has the project received federal funds previously? If so, please describe. No**



4/13/2022

The Honorable Richard Burr
United States Senate
217 Russell Senate Office Building
Washington, DC 20510

The Honorable Thom Tillis
United States Senate
113 Dirksen Senate Office Building
Washington, DC 20510

Dear Senators Burr and Tillis:

On behalf of the Town of Holden Beach, North Carolina, I write to express strong support for the Town's FY 2023 Community Project Funding request for a \$2,669,867 Sewer Lift Station #2 upgrade project through the State and Tribal Assistance Grants program.

The Town of Holden Beach vacuum collection system construction became operational in 2006. The sewer lift station that houses the major electrical component was constructed of concrete and is located below base flood elevation. Flooding issues have increased in the last decade secondary to higher tide levels and hurricane events and necessitate mitigation to raise the electrical components of the system.

The Town of Holden Beach is willing and able to meet all non-federal requirements and obligations. Thank you for your consideration of our request. Please feel free to contact Town Manager David Hewett with any additional details needed on the project, 910-842-6488.

Sincerely,

J. Alan Holden
Mayor, Town of Holden Beach



RICHARD BURR

U.S. Senator for North Carolina

CONGRESSIONALLY DIRECTED SPENDING REQUESTS

PLEASE COMPLETE THIS FORM, SAVE AS A PDF AND SUBMIT THE REQUEST, ALONG WITH ANY RELEVANT SUPPORTING DOCUMENTATION, BY EMAIL TO NICK_HALMRAST@BURR.SENATE.GOV. ADDITIONALLY, PLEASE COORDINATE WITH RELEVANT POLICY STAFF LEADS ON SPECIFIC SUBCOMMITTEE REQUIREMENTS. ALL CONGRESSIONALLY DIRECTED SPENDING REQUESTS ARE DUE NO LATER THAN APRIL 25, 2022.

PROJECT NAME:	Greensboro Street Lift Station #2 Hazard Mitigation Upgrade
RECIPIENT NAME:	Town of Holden Beach
RECIPIENT POINT OF CONTACT:	David W. Hewett
PHONE NUMBER:	910-842-6488
EMAIL:	david.hewett@hbtownhall.com
PROJECT LOCATION:	484 Ocean Boulevard West (Greensboro Street Lift Station #2)
CONGRESSIONAL DISTRICT:	NC-7
SUBCOMMITTEE/FEDERAL AGENCY FOR REQUEST:	Interior, Environmental, and Related Agencies/ U.S. Environmental Protection
DOLLAR AMOUNT FOR APPROPRIATIONS REQUEST:	\$2,669,867
TOTAL PROJECT COST:	\$3,337,334

ADDITIONAL FUNDING SOURCES PURSUED FOR THE PROJECT (LOCAL, STATE, FEDERAL, PRIVATE, OTHER):

The Federal Clean Water Act (federal funds) administered through the state (NC DEQ- Division of Water and Sewer Infrastructure)

CONGRESSIONAL MEMBERS SUBMITTING REQUEST ON APPLICANTS BEHALF:

Congressman Rouzer was sent a request form and was Senator Tillis.

COMMUNITY SUPPORT FOR PROJECT (PLEASE ATTACH ANY LETTERS OF SUPPORT):

The community strongly supports the project. The board of commissioners have provided a letter of support attached.

PROJECT DESCRIPTION AND COMMUNITY BENEFIT:

The Town of Holden Beach is requesting funding to aid with the construction of the Greensboro St. lift station #2 upgrades. The project will help mitigate flooding issues for a station that serves 700 homes. The Town's vacuum collection system was completed and became operational in October 2006. The sewer lift station that houses the major electrical component of the system was constructed of concrete and below base flood elevation. The system is prone to flooding secondary to higher tides and more hurricane events in the last 10 years. The Town of Holden Beach has taken a proactive approach and completed hazard mitigation upgrades to two additional lift stations (#3 and #4) that raised all electrical components of the system above base flood elevation. Flooding of the sewer pump stations would be financially catastrophic for the Town of Holden Beach and its citizens.



Congressionally Directed Spending Request Form

PLEASE COMPLETE THIS ENTIRE FORM AND SUBMIT THE COMPLETED REQUEST, ALONG WITH ANY RELEVANT SUPPORTING DOCUMENTATION, BY EMAIL TO KYLE_SANDERS@TILLIS.SENATE.GOV. ADDITIONALLY, PLEASE COORDINATE WITH RELEVANT POLICY STAFF LEADS ON SPECIFIC SUBCOMMITTEE REQUIREMENTS AND PROGRAMTIC REQUESTS. ALL CONGRESSIONALLY DIRECTED SPENDING REQUESTS ARE DUE AS SOON AS PRACTICABLE.

1. How does this project benefit North Carolina's:
 - a. Veterans, military members, and military spouses;
 - b. Law enforcement/first responders;
 - c. Rural communities;
 - d. Disaster prone communities;
 - e. Competitive advantage against foreign adversaries; and/or
 - f. Working families;

The sewer lift station project will be of great benefit to our coastal community which lies in an area prone to hurricanes and tropical storms (disaster prone community). Through implementation of the project, long-lived flooding issues will be mitigated and a move toward sustainability and resilience will be achieved.

2. Indicate which Appropriations Subcommittee has jurisdiction over this request:

Interior, Environment, and Related Agencies

3. Specify which Subcommittee account authorizes funding for this request: State and Tribal Assistance Grants

4. Illustrate any precedent for this funding request (examples of similar projects funded in prior years):

The town funded two similar projects for two additional lift stations in prior budget years. This was done with town funds and there have been no prior requests for funding.

5. Project Name: Greensboro Street Lift Station #2 Hazard Mitigation Upgrades

6. Recipient Name (this information will be filed publicly): Town of Holden Beach

7. Recipient POC name and email address: David W. Hewett Town Manager david.hewett@hbtownhall.com

8. Project Purpose AND Justification:

The Town of Holden Beach has a vacuum collection system that became operational in October 2006. The sewer lift station that houses the major component of the system was constructed of concrete and below base flood elevation. As a result, it is prone to flooding. These flooding events have become exacerbated by higher tides and hurricanes with a significant amount of rainfall within the last 10 years. The Town of Holden Beach has taken a proactive approach and completed hazard mitigation upgrades to sewer lift stations (#3 and #4) that raised all electrical components of the system above base flood elevation.

9. Total project cost and funding amount requested (including a summary of the cost breakdown):

Total project costs: \$3,337,334 Funding request: \$2,669,867

10. Project type: Clean Water SRF project

11. Project summary:

The Town of Holden Beach is requesting funding for the construction of the Greensboro Street Lift Station #2 upgrade to assist in mitigating flooding issues at the location. The lift station serves approximately 700 homes.

12. Project's physical location and classification (rural, suburban, urban):

484 Ocean Boulevard West. (Greensboro Street Lift Station) (rural)

13. Provide compelling evidence of community support (i.e. support letters from elected officials) and list all public/private/tribal partners:

The project has strong community support with the elected officials providing letters of support attached to the form.

14. List every Congressional Member (US Senate & House) submitting this request on the applicant's behalf:

Forms and letters were sent to Representative Rouzer and Senator Burr.

15. Disclose the funding sources (local, state, federal, private, other) pursued for this project and the amount of funding secured through those channels:

The match will be town funded. The town has submitted paperwork for a low interest loan through the Federal Clean Water Act (federal funds) administered through the state (NC-DEQ Division of Water and Sewer Infrastructure)

16. Demonstrate the local, regional, and state benefit(s) of this project:

Locally, flooding of the sewer pump stations would be financially catastrophic to the Town of Holden Beach and its citizens. Since we serve as a tourist destination in the state, it would also significantly impact the region and state if there were system failures.

17. Disclose the projected job creation associated with this request and the timeline for job creation:

The project would provide jobs for the engineering and construction companies selected for the project along with the trade industries that comprise each section such as electricians and those involved with telemetry.

18. Provide the projected return on investment for this request:

This number is hard to ascertain as it is staggering in proportion to the scope of the project. As described the lift station would provide service to approximately 700 homes. If accomplished this is a sustainable project to secure continued service to a disaster-prone community through hazard mitigation. If not accomplished the outcome could be catastrophic. Therefore, based on the homes served and the tax base they provide to the town and county the return on investment would be in the millions of dollars.

19. Describe the economic impact of this project/request:

We are constantly adding houses that provide jobs for the construction industry, cleaners, and maintenance crews. If service was lost there would be lost revenue for these industries as well as a large amount of lost revenue to the town's sewer fund. It would also significantly impact the town and county tax base. The economy of the community is based in tourism and if service is lost rentals cannot occur.

20. Include a cost benefit analysis:

- a. Highlight any project elements dedicated to resiliency (i.e. the project's ability to withstand adverse events such as severe weather, flooding, and other threats and vulnerabilities that can severely damage or destroy infrastructure and facilities):

Building on previous comments in the form, the area is prone to flooding and the components are currently below base flood elevation levels. The town has seen significant increases in flooding events in the past ten years secondary to increased tide levels and hurricane events with significant rains. We only anticipate the issue getting worse and have been proactive in raising two other stations. This will provide a resilient solution for the 700 properties located in this area of the beach which is the mid-section of the island.

21. Provide a timeline for project completion:

October 2022 to May 2023 but can adjusted based on funding allocation dates

22. Demonstrate project readiness in terms of:
- a. Environmental risk and permitting;
 - b. Technical feasibility and capacity; and
 - c. Funding and financial readiness (obligating funds in a reasonable time);

The project as conceptualized will require local, state, and federal permits, which will be obtained by the contracting/engineering firm selected to construct the project. They will handle all technical aspects of the project. The town will commit funding in the town's FY 22-23 capital budget.

23. Include any innovative strategies deployed such as new technology, public-private partnerships (P3s), and novel project delivery:

The project will include a SCADA system which is new technology for the town.

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND
[Consult "Guidelines" (Form 12G) for guidance in completing this form]

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not have immediate plans to subdivide. It should not be used to sell property that is being subdivided unless the property has been platted, properly approved and recorded with the register of deeds as of the date of the contract. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract—New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": HOLDEN BEACH ENTERPRISES, INC., a current and active North Carolina Corporation

(b) "Buyer": THE TOWN OF HOLDEN BEACH, a North Carolina Municipal Corporation

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

NOTE: If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: SEE EXHIBIT #1 ATTACHED HERETO

City: _____ Zip: _____

County: _____, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable) SEE EXHIBIT #1 ATTACHED HERETO

Plat Reference: Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____, as shown on Plat Book/Slide _____ at Page(s) _____

The PIN/PID or other identification number of the Property is: SEE EXHIBIT #1 ATTACHED HERETO

Other description: _____

Some or all of the Property may be described in Deed Book _____ at Page _____

(d) "Purchase Price":

\$ 2,200,000.00 (SEE EXHIBIT #2 ATTACHED) paid in U.S. Dollars upon the following terms:

\$ _____ BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date by cash personal check official bank check wire transfer

electronic transfer (specify payment service: _____)

\$ _____ BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash personal check official bank check wire transfer, electronic transfer, EITHER by the Effective Date OR within five (5) days of the Effective Date of this Contract.

\$ _____ BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on _____, TIME BEING OF THE ESSENCE by cash official bank check wire transfer electronic transfer

\$ _____ BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).

\$(SEE EXHIBIT #2 ATTACHED) BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).

\$(SEE EXHIBIT #2 ATTACHED) BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)



This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 12-T
Revised 7/2021
© 7/2021

Buyer initials _____ Seller initials _____

If the parties agree that Buyer will pay any fee or deposit described above by electronic transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may be entitled to recover reasonable attorney fees and court costs. See paragraph 20 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

(e) "Earnest Money Deposit": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited promptly and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. See paragraph 20 for a party's right to the Earnest Money Deposit, and attorneys' fees incurred in collecting the Earnest Money Deposit, in the event of breach of this Contract by the other party.

(f) "Escrow Agent" (insert name): _____

Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) "Effective Date": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) "Due Diligence": Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) "Due Diligence Fee": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 20(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. See paragraph 20 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

(j) "Due Diligence Period": The period beginning on the Effective Date and extending through 5:00 p.m. on _____
TIME BEING OF THE ESSENCE.

(k) "Settlement": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction

(l) "Settlement Date": The parties agree that Settlement will take place on _____ (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

NOTE: See paragraph 9, DELAY IN SETTLEMENT/CLOSING for conditions under which Settlement may be delayed.

(m) "Closing": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 9 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) "Special Assessments": A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property.

NOTE: Buyer's and Seller's respective responsibilities for the payment of Special Assessments are addressed in paragraphs 4(a) and 6(k).

2. BUYER'S DUE DILIGENCE PROCESS:

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, prior to the expiration of the Due Diligence Period, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: Buyer's obligation to purchase the Property is not contingent on obtaining a Loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.

- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (v) **Appraisals:** An appraisal of the Property
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

NOTE: NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

- (xi) **Sale/Lease of Existing Property:** As noted in paragraph 3(b), this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.
- (xii) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(d) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(e) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), ***TIME BEING OF THE ESSENCE***. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(f) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

Buyer initials _____ Seller initials _____

3. BUYER REPRESENTATIONS:

(a) Funds to complete purchase:

(Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement is is not attached.

NOTE: If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.

OR:

(Check if applicable) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (check all applicable sources):

First Mortgage Loan:

Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property: Conventional USDA

Other type: _____

in the principal amount of _____

Second Mortgage Loan:

Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property:

Other funds:

Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: _____

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed.

Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(b) Other Property: Buyer DOES DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property:)

Other Property Address: _____

(Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

is listed with and actively marketed by a licensed real estate broker.

will be listed with and actively marketed by a licensed real estate broker.

Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) Performance of Buyer's Financial Obligations: To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

4. BUYER OBLIGATIONS:

(a) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

(i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;

(ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";

(iii) determining restrictive covenant compliance;

(iv) appraisal;

(v) title search;

(vi) title insurance;

(vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;

(viii) recording the deed; and

(ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

5. SELLER REPRESENTATIONS:

(a) **Ownership:** Seller represents that Seller:

has owned the Property for at least one year.

has owned the Property for less than one year.

does not yet own the Property.

(b) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property subjects does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(c) **Sewage System Permit:** (Applicable Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(d) **Private Drinking Water Well Permit:** (Applicable Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)

6. SELLER OBLIGATIONS:

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.

(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost including any connections and de-winterizing. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

NOTE: See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) **Affidavit And Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(h) **Deed, Taxes, and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: _____

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ _____ toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

Buyer initials _____ Seller initials _____

(j) **Owners' Association Fees/Charges:** Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 4(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Owners' Association Disclosure and Condominium Resale Statement Addendum (Standard Form 2A12-T):** If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(n) **Seller's Breach of Contract:** See paragraph 20 for Buyer's remedies in the event of breach of this Contract.

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Rents:** Rents, if any, for the Property;

(c) **Dues:** Owners' association regular assessments (dues) and other like charges.

8. **RISK OF LOSS/CONDITION OF PROPERTY AT CLOSING:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted. If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

9. **DELAY IN SETTLEMENT/CLOSING:** This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

10. **POSSESSION:** Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered

11. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

Additional Provisions Addendum (Form 2A11-T)

Additional Signatures Addendum (Form 3-T)

Back-Up Contract Addendum (Form 2A1-T)

Loan Assumption Addendum (Form 2A6-T)

Owners' Association Disclosure Addendum (Form 2A12-T)

Seller Financing Addendum (Form 2A5-T)

Short Sale Addendum (Form 2A14-T)

Identify other attorney or party drafted addenda: _____

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

12. ASSIGNMENTS: This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

13. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

14. PARTIES: This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

15. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

16. ENTIRE AGREEMENT: This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

17. CONDUCT OF TRANSACTION: The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

18. EXECUTION: This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

19. COMPUTATION OF DAYS/TIME OF DAY: Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

20. REMEDIES:

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, any Earnest Money Deposit shall be paid to Seller. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 2(d) and 2(e) for damage to the Property. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, if Buyer elects to terminate this Contract as a result of such breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"). This provision shall not affect any other remedies available to Buyer.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

NOTE: A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer initials _____ Seller initials _____

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: _____

Date: _____

Buyer: _____

Seller: _____

Date: _____

Date: _____

Buyer: _____

Seller: _____

Entity Buyer:
THE TOWN OF HOLDEN BEACH
(Name of LLC/Corporation/Partnership/Trust/etc.)

Entity Seller:
HOLDEN BEACH ENTERPRISES, INC.
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

By: _____

Name: Rick Smith
Print Name

Name: Virginia Griffin Varnum
Print Name

Title: Mayor Pro Tem

Title: President

Date: _____

Date: _____

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: _____

Buyer Fax #: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: _____

Seller Fax #: _____

Seller E-mail: _____

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: _____

Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Firm License#: _____

Mailing Address: _____

Individual Selling Agent: _____

Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License#: _____

Selling Agent Phone#: _____

Selling Agent Fax#: _____

Selling Agent E-mail: _____

Listing Firm Name: _____

Acting as Seller's Agent Dual Agent

Firm License#: _____

Mailing Address: _____

Individual Listing Agent: _____

Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License#: _____

Listing Agent Phone#: _____

Listing Agent Fax#: _____

Listing Agent E-mail: _____

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: _____ ("Seller")

Buyer: _____ ("Buyer")

Property Address: _____ ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Listing Agent hereby acknowledges.

Date _____ Firm: _____

By: _____
(Signature)

(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Seller hereby acknowledges.

Date: _____ Seller: _____
(Signature)

Date: _____ Seller: _____
(Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____ Firm: _____

By: _____
(Signature)

(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____ Firm: _____

Time: _____ AM PM By: _____
(Signature)

(Print name)

EXHIBIT #1

The Lots are identified as shown on Map 4, Page 2, Block Q, Brunswick County Registry, and have been assigned the following tax parcel identification numbers:

- Lot #1 (232NF004);
- Lot #2 (232NF005);
- Lot #3 (232NF003);
- Lot #4 (232NF006);
- Lot #5 (232NF002);
- Lot #6 (232NF007);
- Lot #7 (232NF001);
- Lot #8 (232NF008); and
- An unnumbered Lot (232NF029) located North of Lots 7 and 8, bounded by South Shore Drive to the East, and Jordan Boulevard to the West.

EXHIBIT #2

1. Purchase Price is \$2,200,000.00.
2. Seller will gift \$200,000.00 to the Buyer, making the reduced purchase price \$2,000,000.00.
3. Buyer will pay \$1,000,000.00 to the Seller at closing.
4. The remaining balance of \$1,000,000.00 will be financed by the Seller for three years in equal annual payments of principal plus interest on the unpaid principal balance at the rate of 3.18%, per annum.

TOWN OF HOLDEN BEACH

ORDINANCE NO. 22-10

**AN ORDINANCE AMENDING ORDINANCE 21-13, THE REVENUES AND APPROPRIATIONS ORDINANCE FOR FISCAL YEAR
2021-2022 (AMENDMENT NO. 15)**

Be it ordained by the Mayor and Board of Commissioners of the Town of Holden Beach, North Carolina, that Ordinance No. 21-13 appropriating funds for fiscal year 2021-2022 be amended as follows:

SECTION I:

To provide for initial portion of funding required for purchase contract of "Block Q".

SECTION II:

REVENUE

Fund Balance Appropriation	50.0399.0000	1,000,000.00	INCREASE
<u>TOTAL</u>		<u>1,000,000.00</u>	

EXPENSE

Property Acquisition	50.0710.7405	1,000,000.00	INCREASE
<u>TOTAL</u>		<u>1,000,000.00</u>	

The Town Manager acting in his capacity as Budget Officer or Finance Officer as may be appropriate is hereby authorized to effect such administrative actions as necessary to ensure compliance with the Local Government Fiscal Control Act and Governmental Accounting Standards Board.

This is the 19th day of April, 2022

ATTEST:

J. Alan Holden, Mayor

Heather Finnell, Town Clerk



Date: April 6, 2022
To: Commissioners and Mayor Holden
From: Chris Clemmons, Public Works Director
C.C.
Re: ARPA Funding for Spring Round

Green Engineering on behalf of the Town intends to apply for grant funding for the work planned on Pump Station #2. In order to proceed with the application, the Board would need to update the Capital Improvement Plan to include 10 years of possible projects. The Board would also need to adopt Resolution 22-06.

The recommended motion is to approve the updated Capital Improvement Plan and adopt Resolution 22-06.

Attachments:

- 1 – Proposed Capital Improvement Plan
- 2 – Resolution 22-06

Capital Improvement Plan (WATER/SEWER FUND)													
CIP REVENUES (WATER/SEWER FUND)													
	FY	FY	FY	FY	FY	FY	FY	FY	FY	FY	FY	FY	Total
	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32			Revenues
Water Sewer Fund - Operating Revenues	193,600	199,500	168,500	292,500	256,500	180,500	182,500	264,500	266,500	268,500			2,273,100
Water and Sewer LEASE DEBT PROCEEDS vac	64,773	64,773	64,773	64,773									259,092
Water Sewer Debt Proceeds													0
USDA Grant/Loan Proceeds	3,337,374	2,000,000											5,337,374
Water Capital Reserve Funds													0
Water Sewer Fund - Revenues total	3,595,747	2,264,273	233,273	357,273	256,500	180,500	182,500	264,500	266,500	268,500			7,869,566
CIP EXPENSES (WATER/SEWER FUND)													
	FY	FY	FY	FY	FY	FY	FY	FY	FY	FY	FY	FY	Total
	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32			Expenses
Lift Station 2 (Greensboro) Hazard Mitigation	3,337,374												3,337,374
Water Tower Two		2,000,000											2,000,000
Truck			45,000	46,000	46,500	47,000	47,500	48,000	48,500	49,000			423,000
Vac Truck lease	64,773	64,773	64,773	64,773				80,000	80,000	80,000			499,092
FIRE HYDRANT REPLACEMENT	26,000	28,000	30,000	32,000	34,000	36,000	36,000	36,000	36,000	36,000			330,000
Lift Station Genset replacement Program	75,000	75,500	76,000	76,500	77,000	77,500	78,000	78,500	79,000	79,500			772,500
WATER METER REPLACEMENT	15,000	16,000	17,000	18,000	19,000	20,000	21,000	22,000	23,000	24,000			195,000
BACKHOE REPLACEMENT				120,000									120,000
EXCAVATOR REPLACEMENT					80,000								80,000
GIS MAPPING	35,000	35,000											70,000
LONG RANGE CAPACITY STUDY	42,600												42,600
Water and Sewer Fund Total	3,595,747	2,264,273	233,273	357,273	256,500	180,500	182,500	264,500	266,500	268,500			7,869,566

Attachment 2

**RESOLUTION 22-06
RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE
TOWN OF HOLDEN BEACH**

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction to replace the vacuum wastewater pumping station, and

WHEREAS, The Town of Holden Beach has need for and intends to construct a new wastewater vacuum pumping station to replace the existing 20 year old station and raise critical infrastructure above the 500 year flood level, and

WHEREAS, The Town of Holden Beach intends to request state (loan or grant) assistance for the project, and

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF THE TOWN OF HOLDEN BEACH:

That Town of Holden Beach, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State (loan or grant) award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the (unit of government) to make scheduled repayment of the loan, to withhold from the (unit of government) any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That David Hewett, Town Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a (loan or grant) to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the (date adopted) at (place), North Carolina.

(Signature of Chief Executive Officer)

J. Alan Holden, Mayor
(Title)

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Town Clerk of the Town of Holden Beach does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Board of Commissioners of the Town of Holden Beach duly held on the 19th day of April, 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this the 19th day of April, 2022.

(Signature of Recording Officer)

Heather Finnell, Town Clerk


(Title of Recording Officer)



MEMO TO: Holden Beach Board of Commissioners

15 April 2022

RE: Budget Amendment for Water & Sewer Fund

FROM:  David W. Hewett, Town Manager

Considering the rapid nature of new construction the Town has experienced, revenues from system development fees have exceeded original projections. These fees are collected and transferred to the Capital Reserve Fund (CRF) to help pay for costs incurred to increase water capacity. The staff is asking the Board to approve the amendment to be able to transfer this money from the CRF to the Water and Sewer Fund to be used for the purchase of water meters that will expand water service to new homes constructed in the Town.

Recommendation: Approve Budget Ordinance 22-11 (Amendment No 16).

Attachment:

Ordinance 22-11, An Ordinance Amending Ordinance 21-13, The Revenues and Appropriations Ordinance for Fiscal Year 2021 – 2022 (Amendment No. 16)

Attachment 1

TOWN OF HOLDEN BEACH

ORDINANCE NO. 22-11

AN ORDINANCE AMENDING ORDINANCE 21-13, THE REVENUES AND APPROPRIATIONS ORDINANCE FOR FISCAL YEAR 2021-2022 (AMENDMENT NO. 16)

Be it ordained by the Mayor and Board of Commissioners of the Town of Holden Beach, North Carolina, that Ordinance No. 21-13 appropriating funds for fiscal year 2021-2022 be amended as follows:

SECTION I:

In accordance with GS 159-22, the Town of Holden Beach Board of Commissioners hereby authorizes the transfer of \$16,775 from the Sewer Capital Reserve Fund to the Water and Sewer Fund (Fund 30).

SECTION II:

REVENUE

TRANSFER WF TO CAP RESRV WF	30.0396.0000	16,775.00 INCREASE
<u>TOTAL</u>		<u>16,775.00</u>

EXPENSE

CAPITAL OUTLAY-WATER	30.0810.7001	16,775.00 INCREASE
<u>TOTAL</u>		<u>16,775.00</u>

The Town Manager acting in his capacity as Budget Officer or Finance Officer as may be appropriate is hereby authorized to effect such administrative actions as necessary to ensure compliance with the Local Government Fiscal Control Act and Governmental Accounting Standards Board.

This is the 19th day of April, 2022

ATTEST:

J. Alan Holden, Mayor

Heather Finnell, Town Clerk



Date: April 15, 2022
To: Commissioners and Mayor Holden
From: Heather Finnell, Town Clerk **HF**
Re: Agenda Item 12, Prioritization of Board Objectives

As of the day I am sending the agenda, I do not have everyone's final scoring of the objectives. I did not include what I have in the packets since it doesn't reflect the whole Board's scores. If I receive everybody's before the meeting, I will send a supplement to the Board.

Please let me know if you have any questions.

Proposed BOC Objectives for Fiscal Year 2022/2023

Amenities/Park and Rec

- Lobby Wildlife and the County to build a mainland boat ramp with parking to reduce congestion at the Holden Beach ramp (BOC & TM); Boat ramp parking & ramp; Investigate possible property purchase for under the bridge car and boat and trailer parking (Block Q); Secure adequate boat trailer parking.
- Create a restroom plan (with estimated costs) for both fixed and temporary facilities. Create and implement a capital improvement plan for an overall project to include Jordan Blvd, Pier and if appropriate 796 facility ADA compliant renovations/construction (TM); Restrooms “develop”; Install more permanent bathrooms and fix what we have.
- Dog waste stations public accesses (sometimes companies will donate/get advertisement).
- Construct an on-island dog park by the end of 2022 calendar year (TM); Dog park.
- Repair Fitness Trail between Greensboro and Scotch Bonnet (add bike racks).
- Add additional bike racks at public accesses.
- Complete no wake zone requirements in the waterway under the bridge; No wake zone (federal).
- Passive recreational pursuits and walking connectivity.

General

- Complete OBW paving and bike paths; Paving Ocean Boulevard; Bike path.
- Request Brunswick County support for off island parking and transportation during the 100 days of summer.
- Complete oceanfront lighting ordinance with staff and Turtle Patrol.
- Address invasive plants in marsh (Phragmites).
- Continue to monitor the IHA expansion.
- Detective position for Police Department.
- Body cameras for Police Department.
- Fill the open position in Building Inspections and improve public interaction and facilitate permitting.
- Fix the landscaping on the mainland side of the HB Bridge.

Infrastructure

- Pave Seagull with stormwater considerations.
- Easement from east end of Heron Landing Wynd.

Communication

- Upgrade audio in Town Hall assembly Room to improve quality and reliability for broadcast meetings (TM).
- Develop and implement a post BOCM message format and plan to promptly communicate key information and decisions made at monthly BOCMs to the public (BOC & TM).
- Use town blasts more frequently to communicate project progress and other information of public interest (TM); Create a THB email list to circulate true and accurate opinion of the Town.
- Possibly have two Town meetings per month to facilitate productivity faster.

Finance/Budget

- Provide BOC with a final report on internal control modifications/improvements (TM).
- Transfer money from the General Fund to the Beach and Inlet CRF as defined by the existing policy (BOC & TM).
- Add agreed infrastructure and amenities/parks and rec project costs to the CIP (TM).
- Improve Budget Transparency
 - Create specific budget section within BPART for a pier property project with sufficient detail to track revenues and expenses related to the access lot, building renovation, parking lot (including RV slots) and pier (TM).
 - Expand detail in budget lines covering professional services to enable understanding of which firm has received reimbursement and for what purpose (TM).
 - Upgrade budget message document to include details and pie charts on relative departmental and types of expenses as well as full details on debt service schedules (as was done in the FY 18/19 report) (TM).
- Get credit card machines for admin to take payments.

Policies and Procedures

- Review and as appropriate amend town complaint procedures and policies across all departments (BOC and TM).
- Define priority enforcement and compliance objectives (BOC) followed by a plan to address the objectives (BOC & TM).
- Do something positive to support golf cart (LSV) safety during the summer; Golf cart review.

Evergreens

- Balance the budget while preserving the minimum fund balance as defined by the Board.
- Balance the budget without raising taxes.
- Ensure the Town meets or exceeds annual financial budget goals.
- Work together for the good of Holden Beach.
- Raise revenues.
- Continue to support LWI access to ocean; Continue LW Inlet support at all cost.
- Ensure the Town achieves an unmodified opinion rating on annual fiscal audit and addresses noted deficiencies.
- Ensure qualified resources are available to perform audit and accounting procedures to ensure there are no material deficiencies noted in the annual fiscal audit.
- Maintain an up-to-date strategy to protect the beach and dune system and ensure adequate budget for implementation of plans (including soil sampling and plant modification where appropriate).
- Support and participate in beach and inlet related advocacy efforts at local, state and federal level (TM)
 - a. Develop advocacy strategy, plan and material for county and state efforts and implement the plan
 - b. Review and as appropriate amend directions to Poyner Spruill for federal advocacy
 - c. Support and participate in advocacy efforts at any level as appropriate

1 April 2022

PLK comments on certain BOC Objectives listed for Fiscal Year 2022/2023

There are definitely 3 and possibly 4 major projects reflected in the overall list that should be expressed in some detail to ensure successful accomplishment: Pier Property; Parking; Infrastructure; and possibly 796 OBW.

We need to have clarity on what is meant to be accomplished on each before the end of FY 21/22 so we focus our 22/23 objectives on what further needs doing. Below is some organization of the mix of all our objectives for Board and staff discussion/consideration

Pier Property

I'm assuming the underwater inspection is completed and at least preliminarily reported in May along with a BOC approved site plan for the building and access lot in the same time frame. I also assume: 1. Temporary restroom facilities are in place ASAP; 2. The parking lot has been organized so paid parking starts at the lot May 1; 3. A decision has been made on allowing food trucks on site and if yes, vendors are set to start by Memorial Day if not sooner; and 4. The RV slots are made operational for the Town to capture revenue from rentals by Memorial Day (lease out is acceptable)

FY 22/23

Establish capital improvement plans for the major elements of the BOC approved site plan (pier-building lot improvements and maintenance (includes parking and RV area), building, pier, public access lot)

Create specific budget section within BPART for a pier property project with sufficient detail to track revenues and expenses related to the access lot, building renovation, parking lot (including RV slots) and pier.

Renovate building (to include ADA compliant restrooms) and lease out -target completion no later than calendar year Q1 2023 if grant availability is not a consideration.

Construct ADA compliant access on access lot and include additional HC parking spaces and any other elements defined in the overall plan to be completed as soon as possible.

Make safety critical pier repairs as first priority and whatever else is included in FY22/23 budget as defined by the CIP

Work towards obtaining grants with acceptable terms for pier repair and any other project segments that are eligible for grant monies

Parking

I'm assuming there is a smooth rollout as of May 1, having a complete map of all parking lots available which includes the pier parking area but not the marsh side streets or 800 block lots. I also assume we will complete a strategic purchase near the bridge in the current fiscal year.

FY22/23

Bring all town owned parking lots/areas into usable condition no later than February 2023 (this includes stabilizing marsh side streets and 800 block lots to enable parking)

Monitor the paid parking program to capture successes and difficulties and report findings in December 2022 so adjustments can be made as needed before year 2.

Seek grants/cost share opportunities for property acquisitions with federal, state and county agencies/departments.

Create a complete master e-map (facilitates reorganizations/additions/subtractions in future)

Continue to evaluate parking opportunities and where appropriate recommend property purchase to reduce ROW parking on the island and meet presumed ACE requirements.

Infrastructure

I am not assuming any monetary activity on LS 2 or water tower needs assessment in FY21/22..

FY22/23

Budget and contract for sewer lift station 2 to allow completion by Spring 2023.

Address increasing stormwater issues by contracting with an experienced firm for an island wide stormwater assessment and proposed improvement plan.

Contract for and complete the second water needs assessment and if appropriate seek assistance from Brunswick County.

Actively research and when appropriate apply for infrastructure grants related to resiliency, water/sewer systems and stormwater management.

796 OBW

I am assuming the Board makes a decision of exactly how the Town will proceed to develop the 796 property this fiscal year, but it could be deferred til sometime in first half of FY22/23.

FY22/23

Based on BOC decision for the site, develop a site plan (with costs) for necessary property modifications.

Do necessary budgetary actions for the BPART "purchase" of the property from Water/Sewer.