



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

**Tuesday, April 18, 2023
5:00 PM**

**Holden Beach Town Hall
Public Assembly**



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS' REGULAR MEETING
HOLDEN BEACH TOWN HALL – PUBLIC ASSEMBLY
TUESDAY, APRIL 18, 2023 - 5:00 P.M.**

1. Invocation
2. Call to Order/ Welcome
3. Pledge of Allegiance
4. Agenda Approval
5. Approval of Minutes
 - a. Special Meeting of March 13, 2023 (Pages 1 - 7)
 - b. Regular Meeting/Public Hearing of March 14, 2023 (Pages 8 - 16)
 - c. Special Meeting of March 27, 2023 (Pages 17 - 18)
6. Public Comments on Agenda Items
7. Discussion and Possible Award of Contract for Roadway Work (Tide Ridge Drive, Pointe West Drive and Ranger Street – Public Works Director Clemmons (Separate Packet)
8. Discussion and Possible Action on Agreement for Stormwater Management & Consulting Services between the Town and McGill Associates – Public Works Director Clemmons (Pages 19 - 37)
9. Police Report – Chief Dixon (Pages 38 - 46)
10. Inspections Department Report – Inspections Director Evans (Pages 47 - 49)
11. Discussion and Possible Action on Sending a Potential Stormwater Management Percentage Increase to the Planning & Zoning Board for Review – Inspections Director Evans (Page 50)
12. Discussion and Possible Action on Facility Condition Inspection Checklist for Town-Owned Properties and Facilities – Inspections Director Evans (Pages 51 - 53)
13. Discussion and Possible Action on Parcourse Fitness Trail Area – Commissioner Murdock
14. Discussion and Possible Action on CAMA Contract for the Public Beach and Coastal Waterfront Access Grant (Hatteras Ramp and Access) – Assistant Town Manager Ferguson (Pages 54 - 58)
 - a. Ordinance 23-08, An Ordinance Amending Ordinance 22-14, The Revenues and Appropriations Ordinance for Fiscal Year 2022 - 2023 (Amendment No. 14)

15. Discussion and Possible Action on Purchasing Trailer Bathrooms for Use on Town-Owned Properties – Commissioner Murdock
16. Discussion and Possible Action on Plan for 796 Ocean Boulevard West – Commissioner Dyer
(Pages 59 – 61)
17. Discussion and Possible Action on Rooftop Lease Agreement between the Town and Dish Wireless – Public Works Director Clemmons
(Pages 62 – 76)
18. Discussion and Possible Action on Process for Filling Vacant Commissioner Position – Commissioner Murdock
19. Discussion and Possible Action on Joining the North Carolina Cooperative Liquid Assets Securities System (North Carolina CLASS) – Finance Officer McRaine
(Pages 77 – 85)
 - a. Resolution 23-08, Resolution to Participate in NC CLASS
 - b. Joinder Agreement to Interlocal Agreement
20. Discussion on the Possibility of Having the HB Seal on All Town-Owned Vehicles Other Than Unmarked Police Cars – Mayor Pro Tem Smith
21. Public Comments on General Items
22. Town Manager's Report
23. Mayor's Comments
24. Board of Commissioners' Comments
25. Closed Session Pursuant to North Carolina General Statute 143-318.11(a)(3), Consult with the Attorney – Mayor Pro Tem Smith
26. Adjournment

* Visit <https://www.facebook.com/holdenbeachtownhall/> to watch the livestream of the meeting. Public comments can be submitted to heather@hbtownhall.com prior to 12:00 p.m. on April 18, 2023.



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS
SPECIAL MEETING
MONDAY, MARCH 13, 2023 – 5:30 P.M.**

The Board of Commissioners of the Town of Holden Beach, North Carolina met for a Special Meeting on Monday, March 13, 2023 at 5:30 p.m. in the Town Hall Public Assembly. Present were Mayor J. Alan Holden; Mayor Pro Tem Rick Smith; Commissioners Brian Murdock, Page Dyer, and Pat Kwiatkowski; Town Manager David W. Hewett; Town Clerk Heather Finnell; Assistant Town Manager Christy Ferguson; Police Chief Jeremy Dixon; Inspections Director Tim Evans; Public Works Director Chris Clemmons; Finance Officer Daniel McRainey; and Fiscal Operations Supervisor Margaret Lancaster. Commissioner Gerald Arnold arrived at 5:40 p.m.

PUBLIC COMMENT

No comments were made. No public was in attendance except for the Brunswick Beacon.

DISCUSSION AND POSSIBLE ACTION ON SETTING 2023 BOARD OF COMMISSIONERS' OBJECTIVES

Town Manager Hewett provided background. Commissioner Kwiatkowski said she believed she was misinterpreted. It wasn't about adding the list of projects that the Board has already said are priorities. It was the fact that the Board's objective is that Town Manager Hewett create a project plan and complete a capital project plan for 10 projects; this is how we will watch and manage them from beginning to completion. Town Clerk Finnell put the projects back into the objectives, but the real objective is that a capital project plan is created and kept up-to-date and the projects will be watched and managed by the plan. The projects were: Corps' Project; Pier Property Renovation, including pursuing funding; Stormwater Mitigation Project, including pursuing funding; Water Tower Needs Assessment and possible construction, including pursuing funding; Existing Restroom Renovation, overall plan for restrooms, including pursuing funding; Block Q Development for at least boat trailer parking; ADA/ABA Complaint Beach Access Plan and implementation; Sewer System Improvements, Lift Station 2 and Any Other Modifications; Paid Parking Adjustments (lots, spaces and ADA compliance); and 796 Building Project. She said those are not individual objectives. Now it is a matter of a plan and managing those projects through the plan. Town Manager Hewett said staff wanted to make sure that everyone knew everything that is on the table. If the projects line is reduced to one thing that is called capital projects plan and program that is fine. He gets the things in there, but we wanted to make sure it is registered with everyone. Commissioner Kwiatkowski said there is still the item about the boat ramp that is not a capital project. Mayor Pro Tem Smith would like the no wake zone item to remain. Mayor Holden agreed it is a high priority. Commissioner Murdock inquired if some of the items that have been taken care of should be removed. Mayor Pro Tem Smith said some need a line drawn through

them. He said it is just about ridiculous that the Ocean Boulevard Paving and Bike Lanes are not done, however there were restraints that were brought up by the DOT. He doesn't think anyone on the Board would not like to see that completed this year. Commissioner Murdock agreed the big-ticket items need to be tracked separately from the beginning to the end.

The Board reviewed the rest of the objectives in the packet. Commissioner Kwiatkowski said develop a plan to enforce NC laws governing low speed vehicles is new to that section. Mayor Pro Tem Smith stated he thinks Chief Dixon took a giant step forward putting the video on the website. It shows how dangerous the vehicles are. He thinks we need to be diligent in making sure the laws of North Carolina are upheld. If they are breaking a law they need to be stopped. If word gets out, it will spread through the rental companies. He doesn't want anyone to get hurt.

The Board discussed the easement from the east end of Heron Landing Wynd. Town Manager Hewett explained it relates to the canal dredging projects and the water asset inventory.

The Communications section can be removed.

General – the item about filling the open Inspections position can be eliminated.

Finance/Budget

Commissioner Kwiatkowski explained why she would like the item about redefining the capital reserve fund for beach renourishment to restrict its use solely for physical beach renourishment and define annual revenue streams for implementation during fiscal year 2023/2024 to be added. Her proposal was discussed. Town Manager Hewett cautioned about doing that without looking at the numbers first. Assistant Town Manager Ferguson said historically we have used the fund for the bend widener project. It is our year for that. She did show that as a transfer this year in her budget worksheets because the anticipated amount of our share without getting the bids back is going to be \$253,125. The Board will need to consider that because it is sand on the beach on the east end. Commissioner Kwiatkowski said she would vote against that.

Town Manager Hewett said this year's auditor did not identify any problems with internal controls. Commissioner Kwiatkowski stated this goes back several years. Town Manager Hewett had created spreadsheets and a timeline, it is just a matter of finishing it.

Town Manager Hewett said he is not aware of a defined policy for transferring money from the General Fund to the Beach and Inlet Capital Reserve Fund, but there has been a practice in the past. His advice is that numbers need to be pushed around to see where we are before we decide on a policy. Commissioner Kwiatkowski said there was a policy written four or five years ago. Town Manager Hewett said that is a practice that we have not followed due to some of the borrowing protocols.

Add infrastructure and amenities/parks and rec projects costs to the CIP – Commissioner Kwiatkowski stated that was done last year. Town Manager Hewett said the CIP will be updated as part of the effort to include all of the projects listed. The item will be removed.

Create specific budget section with BPART for a pier property project with sufficient detail to track revenues and expenses – Town Manager Hewett said this has been done, but more may be needed.

Expand detail in budget lines covering professional services to enable understanding of which firm has received reimbursement – Town Manager Hewett explained you don't put firms' names in the budget. You could maybe describe it in the detail in the budget sheets.

Town Manager Hewett will continue to include details and charts in the budget message.

Policies and Procedures

Define priority objectives and compliance objectives followed by a plan to address the objectives. Commissioner Kwiatkowski said this is something for the Board to get together and decide what it wants enforced in a year and how the departments can do it.

Board review and update as needed of all departments' complaint policies and procedures and communicate links to all necessary information – Current procedures for the departments were discussed. Mayor Pro Tem Smith summarized that the numbers for nighttime and weekends can be published, otherwise it has been handling itself pretty well with the procedures in place. It can be revisited if the Board finds it necessary.

An overall review of personnel policies must be taken with the intent to propose changes that will improve staff retention and development – Commissioner Kwiatkowski said she believes at the very least it was decided that everyone will get their pay increases starting in July. Town Manager Hewett said that hasn't been determined. There are some practical considerations before committing to that. He thinks the policy is where it needs to be right now. The implementation of the pay plan has solved a bunch of problems. Town Clerk Finnell explained a change to the merit date would not be a change to the policy. As far as the policy itself, she hasn't had any negative feedback. She doesn't know of anything in particular the Board would need to do. Changing the dates for merit raises was discussed. Commissioner Murdock said in his opinion changing the dates would be a decision made by the town manager.

Evergreens

Balance the budget without raising taxes – The Board discussed this item. It will be changed to do our best to balance the budget without raising taxes.

Continue to support LWI access to ocean; Continue LW Inlet support at all cost – After discussion, the Board agreed to take off the second part.

Ensure the Town achieves an unmodified opinion rating on annual fiscal audit and addresses noted deficiencies - The second part, addresses noted deficiencies will be removed.

Poyner Spruill will be changed to Ward and Smith in the last item under Evergreens.

No additional objectives were suggested.

Mayor Holden asked if anyone had a problem addressing item 5 on the agenda, before item 4. No objections were made.

BUDGET WORKSHOP

Budget

Town Manager Hewett went through his slideshow. He reviewed the budget schedule and how the documents are laid out. This is a preliminary rough draft that represents the department heads' initial service level estimates. It does not include a draft of the Capital Improvement Plan (CIP). We do have the foundation documents scoped out preliminary. Brunswick County does their revaluation every four years. The tax base for Holden Beach has increased by 73%. The calculated revenue neutral tax rate is equal to 12.02 cents. He explained the formula to determine that number. Town Manager Hewett provided a handout with examples of the tax revaluation percent value change on a few properties. For the purposes of the draft budget worksheets, we have shown the revenue neutral amount as a placeholder. Occupancy tax collections – before COVID, it showed a steady, slow growth of 1 – 3%. Once COVID started and the years after, those numbers increased dramatically. We are on pace to closeout this fiscal year close to \$4 million. He is proposing to carry that momentum into next year's estimate.

Town Manager Hewett explained that since we now have legislation that provides for use of parking revenues for any public purpose, we drafted the budget to reflect those being consolidated in the BPART Fund. We will continue to separate those parking revenues directly associated with the pier parking lot, keeping in mind the intent to treat the pier as a cost center. Town Manager Hewett said the bottom line is he thinks we will show revenues close to \$500,000.

Town Manager Hewett said the Town has asked for direct state fiscal year 2023 appropriations for the following amounts - \$2 million for a second water tower, \$1.5 million for the lift station upgrade, \$4 million for the pier upfit, \$800,000 for Block Q and \$525,000 as the Town's match for the Coastal Storm Damage Reduction (CSDR) Study. These numbers will change as it flows through the General Assembly. We have federal asks in of \$1.5 million for operations and maintenance of the Lockwood Folly Inlet and \$425,000 for the Corps to have in their budget. Just a reminder that the fiscal year 23 budget has \$2.7 million in the lift station upgrade at Greensboro. That is EPA money. There is also \$100,000 stormwater and \$1 million in Corps' CSDR. Assistant Town Manager Ferguson provided information on CSDR funding and explained we are waiting on a decision on DRA funding which would mean the rest of the project would be federally funded. The only thing the Town would be obligated for would be the \$50,000 that is included in the budget worksheets and we would have to pay the \$800,000 that we put in this year's budget before the end of June. If the funding does not come through, the Town would pay half of everything in the total increment column on the handout she provided.

Town Manager Hewett explained the NC Department of Public Safety has communicated that FEMA has issued its Congressional Notification for Holden Beach's Storm Damage Repair Projects. That is FEMA's last required step before approval/release of the Town's remaining \$600,000 reimbursement. He provided information on what that amount consists of. Assistant Town Manager Ferguson talked about the Town's journey to receive reimbursement for the interest. The Town would be the first in the

nation to receive the interest. Mayor Holden thanked Town Manager Hewett and Assistant Town Manager Ferguson for going after something nobody else thought of.

Town Manager provided a Projects Quarterly Update.

Corps CSDR Study – the Board just received the update.

Pier Property Renovation -agreement is on tomorrow's agenda.

Stormwater Mitigation Project – had two meetings and a ride around with McGill Associates to prepare for getting the April deliverable to the Board. Jim Medlock from the Corps will meet with staff tomorrow regarding the parameters of the \$100,000 federal appropriation.

Water Tower Needs Assessment/Asset Inventory – we executed the contract in February and that work has begun. Public Works Director Clemmons believes that there is cost in the contract we will not have to incur based on some data that we have already acquired.

Existing Restroom Renovation – CAMA grant is on the agenda for tomorrow.

Block Q Development – the revised engineering agreement for the next phase is on the agenda for tomorrow.

ADA Access Plan – that is a work in progress.

Greensboro Lift Station Improvements – we have been able to locate who our point person is to guide us through the project. They went out on FMLA. The substitute is providing canned guidance to us. We are awaiting the scheduling of a webinar. It will be on a reimbursable basis.

Paid Parking Adjustments – The fee schedule was amended at the February meeting. Jim Varner from Otto Connect and Lieutenant Dilworth have done a street-by-street review. We are looking at \$6,000 - \$7,000 of signage to procure and deploy.

796 Status – contract for the maintenance services is on tomorrow's agenda.

Mayor Pro Tem asked about the CSDR Study. Commissioner Kwiatkowski said she received an email today that included some proposed rule changes. There is a section specific to proposed changes after a disaster. She thinks the Town needs to understand it before making any formal decisions about moving forward with the Corps. Town Manager Hewett said our advocates are looking at it and he would assume something will be provided forthwith.

Commissioner Murdock asked if a debt service sheet with amortization rates could be put together. Finance Officer McRainey said that could be printed from debt books.

Commissioner Kwiatkowski said we are not making the numbers for General Fund Revenues, Interest on Savings and Investments. She asked if we should be more realistic with that number. Town Manager Hewett replied yes.

Blue can recycling was discussed. Town Manager Hewett agreed the number for blue can recycling may be altered.

Commissioner Kwiatkowski asked about Local Sales and Use Tax. Town Manager Hewett explained it is a state distributed revenue. The numbers have gone up the last couple of years. For these worksheets, we straight-lined that number.

Commissioner Kwiatkowski asked about building permits revenues. Inspections Director Evans said the Board will be addressing new rates tomorrow. The projections are not based on the proposed numbers. That would be a 25% increase.

Commissioner Kwiatkowski questioned Town Hall Ops Maintenance Repair - Town Manager Hewett explained we started budgeting for three HVAC units.

Commissioner Kwiatkowski inquired about Admin Expenses Software - Finance Officer McRaney explained we have been working on getting the software installed, but it will need to be carried on through next year. This year Contracted Services Software Support doubled to support the new and existing software. Commissioner Dyer asked if the Town will be able to take credit card payments when the system is completely transferred. Fiscal Operations Supervisor Lancaster explained what payments we are taking. Town Manager Hewett added Finance Officer McRaney is looking into the internal control aspect of it, but it would be part of the new software. Inspections Director Evans said he is looking into a portal to handle inspections.

Town Clerk Finnell said the increase for health insurance costs is 8.7%. Salaries are based on the recently approved salaries, plus a 5% merit increase and a 6.9% COLA increase based on CPI numbers.

Commissioner Kwiatkowski inquired about the Pavement Management Plan. Public Works Director Clemmons replied the plan needs to be updated. Town Manager Hewett explained it will incorporate the 13 miles of Powell Bill streets in terms of a priority and a 10-year capital plan. Public Works Director Clemmons said we are waiting on the bids to come in for the streets listed this year. He is hoping we will have the funding for it this year, but we will know more when the bids come in.

The water and sewer earmark on the expense side and the proposed water tap rates were discussed.

Commissioner Kwiatkowski asked about Professional Services under Operations. Public Works Director Clemmons explained there are new EPA regulations he needs to follow and he may need to hire some outside help.

Commissioner Kwiatkowski said she doesn't see anything for maintenance on 796 OBW. Public Works Director Clemmons said he would be able to do some small repairs. Assistant Town Manager Ferguson said there is a blank line for 796 OBW under BPART. She didn't know if the Board would be discussing the property during the goals portion of the meeting. Commissioner Kwiatkowski suggested the idea of a more passive site that would still involve bathrooms. That would still mean the BPART Fund would have to buy it from the Water and Sewer Fund. That is part of the 796 discussion the Board needs to have.

Assistant Town Manager Ferguson pointed out the Beautification line description is incorrect. Also, the \$89,800 is not Ward and Smith's whole amount. Part comes from canal dredging.

Commissioner Kwiatkowski said there is a budget for the public restrooms and we are not going to use it so that money could be used somewhere else. Assistant Town Manager Ferguson explained staff will propose that part of it goes to the Block Q contract since restrooms are a part of that. Assistant Town Manager Ferguson said there is a line missing on the spreadsheets for Block Q development for \$300,000.

DISCUSSION OF CORPS' COASTAL STORM DAMAGE REDUCTION STUDY RAMIFICATIONS ON PLANNING AND BUDGETING, INCLUDING IF APPROPRIATE, RECONSIDERATION OF THE PROJECT

Commissioner Kwiatkowski said the decision to go with the program was made a couple of years ago. She thinks it is rational to discuss this again given the changes to the deadlines and costs and the fact that Oak Island will have a CSDR Study. She inquired if Oak Island and Holden Beach should have one assessment done and work together. She wouldn't want to move forward without input from our lobbyists on the proposed rules. Mayor Pro Tem Smith explained why he thinks the Town needs to leave our island separate. Assistant Town Manager Ferguson asked if this is something the Board would like to consider at our next budget meeting since there will hopefully be a decision on DRA funding at 100% federal within the next few weeks. Commissioner Kwiatkowski said funding isn't the driving force on if the Town should work with Oak Island. Assistant Town Manager Ferguson explained the Town would need to pay when the Corps sends the request for funding for \$800,000 that is already budgeted in the current year.

ADJOURNMENT

Motion to adjourn at 7:36 p.m. by Mayor Pro Tem Smith; second by Commissioner Murdock; approved by unanimous vote.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS
PUBLIC HEARING/REGULAR MEETING
TUESDAY, MARCH 14, 2023 – 5:00 P.M.**

The Board of Commissioners of the Town of Holden Beach, North Carolina met for a Public Hearing/Regular Meeting on Tuesday, March 14, 2023 at 5:00 p.m. in the Town Hall Public Assembly. Present were Mayor J. Alan Holden; Mayor Pro Tem Rick Smith; Commissioners Brian Murdock, Page Dyer, Pat Kwiatkowski and Gerald Arnold; Town Manager David W. Hewett; Town Clerk Heather Finnell; Assistant Town Manager Christy Ferguson; Public Works Director Chris Clemmons; Inspections Director Tim Evans; Finance Officer Daniel McRaney; and Town Attorney Rick Green. Police Chief Jeremy Dixon arrived late.

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

PUBLIC HEARING – PRELIMINARY ASSESSMENT ROLL FOR THE IMPROVEMENT OF SEAGULL DRIVE

Town Clerk Finnell reviewed the timeline for the special assessment process for Seagull Drive. The cost for the project was determined to be \$222,630. The preliminary assessment roll was mailed to the property owners. She explained the collection process. One public comment from Ed Cabiniss was sent via email and was provided to the Board.

Penny Noble is on the corner of Seagull Drive and Ocean Boulevard West so she has to pay for her lot twice. The side of her lot is 100' and is on Seagull. The front of her house is on Ocean Boulevard West. She said it is not fair that because her lot is situated differently, she would need to pay twice as much as everyone else. Ms. Noble said she purchased the lot behind her with a neighbor so she will need to pay for three lots. She said they were surprised at the cost.

Katie Lippard said they were quoted a total price of \$145,000 and \$1,450 per lot. She understands prices change, but it increased by \$77,629. She feels like they should have been notified and reassessed to see if they wanted to move ahead once it was realized how much the price would increase.

Mayor Holden closed the Public Hearing at 5:11 p.m.

REGULAR MEETING

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

Mayor Holden explained Chief Dixon is on official business and will be late. Mayor Holden suggested moving Chief Dixon's item to 19a.

Motion by Commissioner Murdock to approve the agenda as amended; second by Commissioner Arnold; approved by unanimous vote.

APPROVAL OF MINUTES

Motion by Commissioner Murdock to approve the minutes of the Special Meeting of February 16, 2023 and the Regular Meeting of February 21, 2023; second by Commissioner Arnold; approved by unanimous vote.

PUBLIC COMMENTS ON AGENDA ITEMS

No comments were made.

AMERICAN FLOOD COALITION – TONY MCEWEN, CAROLINAS DIRECTOR

Mr. McEwen went through a slideshow regarding joining the American Flood Coalition. They are not asking for any resources or membership costs from the Town. They are a well-resourced, national non-profit that advocates on behalf of flood resilience policy and develops flood resilience policies to be considered at the state and federal level. He reviewed their mission and background. Mr. McEwen talked about projects, grant funding and pending legislation. Town Manager Hewett explained he can see a lot of benefit in joining this group.

Motion by Commissioner Murdock that we adopt Resolution 23-02 (Resolution of the Board of Commissioners of the Town of Holden Beach Providing for the Town of Holden Beach to Become a Member of the American Flood Coalition) and become a member; second by Mayor Pro Tem Smith; approved by unanimous vote.

INSPECTIONS DEPARTMENT REPORT/REPORT ON COASTAL RESOURCES COMMISSION MEETING – INSPECTIONS DIRECTOR EVANS

- Things picked up this month. Went over numbers.
- Explained they stay pretty steady. If new homes start to fall off, remodels pick up.
- Attended the Coastal Resources Commission meeting. Provided information on Inlet Hazard Areas (IHA). Explained there is a minimum growing season for vegetation to be established now. Gave update on the beach mat installation process and requirements. Provided information on Ocean Isle getting a variance to use hay bales as an alternative to sand fencing. Another thing that was discussed was enforceable rules inside our CAMA Land Use Plan. Answered questions from the Board.

Inspections Director Evans and Town Manager Hewett provided information on steps the Town has taken on the IHA rules.

DISCUSSION AND POSSIBLE APPROVAL OF RESOLUTION 23-04, RESOLUTION CONFIRMING ASSESSMENT ROLL AND LEVYING ASSESSMENTS ON SEAGULL DRIVE PROPERTY OWNERS

Town Clerk Finnell said the Preliminary Assessment Roll is before the Board, which represents half of the cost of the project. The next step would be to adopt the resolution in the packet and it will be given to the tax collector for collection. Commissioner Kwiatkowski read from the comment provided by Ed Cabaniss online. He is asking for time to make the full payment without incurring interest charges. She asked if the 30 days is mandated. Town Manager Hewett answered it is prescribed by law. Town Clerk Finnell added it would have needed to be done in the original resolution the Board adopted. Anything past 30 days is assessed at 8% per year. Commissioner Murdock said he lives on Seagull Street. The Town sent a proposal with one number. Inflation is high, but he doesn't think anyone expected it to go up this much. He hopes in the future the Town can consider different terms. He doesn't like doing this, but it needs to be pushed through. It was not the Town's intention. Mayor Pro Tem Smith agreed and said it also cost the Town more, which was an unexpected expenditure. The road has been paved and it can help with property values.

Motion by Mayor Pro Tem Smith to approve Resolution 23-04 (Resolution Confirming Assessment Roll and Levying Assessments on Seagull Drive Property Owners) to start levying the assessments on the Seagull property owners; second by Commissioner Murdock; approved by unanimous vote.

DISCUSSION AND POSSIBLE ACTION ON PROPOSAL FROM BOWMAN MURRAY HEMINGWAY ARCHITECTS FOR NEXT PHASE OF THE HOLDEN BEACH PIER PROJECT

Town Manager Hewett said we received the pier design proposal but Mr. Hemingway is not here. The Board agreed to revisit this in a few minutes.

DISCUSSION AND POSSIBLE ACTION ON PROPOSAL FROM PINNACLE ARCHITECTURE FOR NEXT PHASE OF BLOCK Q PROJECT

Town Manager Hewett explained Pinnacle provided a design proposal for Block Q as requested by the Board. Execution of the proposal can be provided within existing funds. This is a revision to the contract the Board initially adopted. Basically, Pinnacle omitted the fee associated with the road closure because the Town has already done the preliminary work and surveys for that.

Motion by Mayor Pro Tem Smith to approve the contract with Pinnacle to move forward with the Block Q Project; second by Commissioner Murdock; approved by unanimous vote.

DISCUSSION AND POSSIBLE APPROVAL OF CONTRACT BETWEEN THE TOWN AND MARTIN STARNES AND ASSOCIATES FOR FISCAL YEAR 2022 - 2023

Finance Officer McRainey explained that at the February meeting, the Board selected Martin Starnes and Associates as the audit firm to complete the audit this year. The fees for the contract are \$35,475.

Motion by Commissioner Murdock to approve the Contract to Audit Accounts between the Town and Martin Starnes and Associates; second by Commissioner Arnold; approved by a 4 – 1 vote with Mayor Pro Tem Smith and Commissioners Murdock, Dyer and Arnold voting for the motion and Commissioner Kwiatkowski voting in the negative.

DISCUSSION AND POSSIBLE ACTION ON PROPOSAL FROM MCGILL ASSOCIATES FOR SAILFISH PARK SITE-SPECIFIC MASTER PLAN

Assistant Town Manager Ferguson explained McGill Associates provided a contract for the Board's review. It is slightly over what was in the budget, however it can be accommodated through existing resources in the Professional Services' line. The total for the contract is \$34,680.

Motion by Commissioner Arnold to approve the contract; second by Mayor Pro Tem Smith.

Mayor Pro Tem Smith asked if we are going to explore getting grants if the Board moves forward. Assistant Town Manager Ferguson replied we will always explore that, but explained you don't go into a project because there may be a grant that will pay for it. Town Manager Hewett said we do not have a wetlands delineation in that area.

The motion passed by unanimous vote.

DISCUSSION AND POSSIBLE ACTION ON PROPOSAL FROM BOWMAN MURRAY HEMINGWAY ARCHITECTS FOR NEXT PHASE OF THE HOLDEN BEACH PIER PROJECT

Assistant Town Manager Ferguson said she spoke with Mr. Hemingway. He is available to call in if the Board wants to talk about the pier project. After discussion, the consensus of the Board is for Mr. Hemingway to come to the next meeting.

DISCUSSION AND POSSIBLE ACTION ON CONTRACT FOR IMPROVEMENTS AT THE TOWN-OWNED PROPERTY LOCATED AT 796 OCEAN BOULEVARD WEST

Assistant Town Manager Ferguson explained staff secured the missing items from Mr. Robbins as directed by the Board at last month's meeting. His bid for repairs is \$48,440. He can begin 45 days after the award of contract and issuance of permits. He estimates the work will be completed in six weeks. It is a water asset. In order for the work to occur, the Board would need to approve a budget amendment.

Motion by Mayor Pro Tem Smith to approve the contract for 796 repairs and also the ordinance change 23-05, Amending 22-14, to direct the funds (Ordinance 23-05, An Ordinance Amending Ordinance 22-14, The Revenues and Appropriation Ordinance for Fiscal Year 2022 – 2023 (Amendment No. 12)); second by Commissioner Murdock.

Inspections Director Evans agreed the scope of work is satisfactory with what needs to be done. If the property will be rented was discussed. Assistant Town Manager Ferguson confirmed these repairs

would not get the property rental ready. Inspections Director Evans said the repairs would bring the structure into compliance with the Town's minimum standards. Commissioner Dyer said she thinks the Town needs a future plan to make sure the money would coincide with what will be done with the house.

The motion passed with a 4 – 1 vote with Mayor Pro Tem Smith and Commissioners Murdock, Kwiatkowski and Arnold voting for the motion and Commissioner Dyer voting in the negative.

DISCUSSION AND POSSIBLE ACTION ON NORTH CAROLINA PUBLIC BEACH AND COASTAL WATERFRONT ACCESS PRE-APPLICATION BLOCK Q

Assistant Town Manager Ferguson said the Board decided to pursue the bathroom component with the parking associated with the bathroom. Some sidewalks and landscaping were included. The total for the grant project we are applying for is \$560,000. Our match would be \$140,000. We would be asking for \$420,000 from the state. This is a pre-application process. We will be told between now and in the June timeframe whether the Town should submit in August.

Commissioner Kwiatkowski asked if it is possible to limit the land to the parcels associated with the bathroom and associated parking, instead of the entire Block Q. Assistant Town Manager Ferguson will find out. The Board discussed how to move forward. Town Manager Hewett explained if it is able to be tied to just those lots, we will need dimensions. He suggested moving forward with the pre-application, finding out an answer, then the Board can determine how to move forward with the formal application process.

Motion by Mayor Pro Tem Smith to direct the town manager to submit the preapplication for the Block Q restroom area; second by Commissioner Murdock.

Mayor Pro Tem Smith thinks the plan was to move forward with the parking area separate from the bathrooms anyways. Commissioner Kwiatkowski asked if there is a way to leave the amount of land committed open on the pre-application. Town Manager Hewett said staff will find that out and tell the Board. The Board can make the decision based on that for the formal application.

The motion passed by unanimous vote.

DISCUSSION AND POSSIBLE ACTION ON AMENDING THE HOLDEN BEACH FEE SCHEDULE

Public Works Director Clemmons explained staff is proposing an increase in our current water tap fees. This amendment is necessary to cover the manpower, equipment and increased cost of materials associated with this service. The proposed rates will bring the Town's fees in line with Brunswick County.

Motion by Commissioner Murdock to approve 23-05 (Resolution 23-05, Resolution Amending the Holden Beach Fee Schedule); second by Mayor Pro Tem Smith.

Commissioner Kwiatkowski asked if the fees would go into effect tomorrow. Public Works Director Clemmons replied yes.

The motion passed by unanimous vote.

Public Works Director Clemmons would like the sidewalk fee under Inspections Director Evans' section to go up to \$2,000. Current prices, thickness and process for the fee were discussed. Inspections Director Evans reviewed the proposed changes to the fee schedule. The Town's fees are low compared to neighboring areas. It is basically a 25% increase across the board.

Commissioner Murdock asked about after hours inspections. Inspections Director Evans said it has always been on there. Commissioner Murdock asked if there is a possibility for same day inspections. Inspections Director Evans explained if they don't schedule an inspection, they can't monitor their time. He talked about the difficulties with that. Commissioner Murdock said he was thinking of that for open ditch inspections, not all inspections. Commissioner Kwiatkowski said if that was added, it would be viewed that the Town is promising it is a service the Town could deliver most of the time. She doesn't see how a staff of this size could do that. Inspections Director Evans agreed he would prefer to not have it on the fee schedule, but do as in the past where if they can do it, they will.

Inspections Director Evans would like to change the cost for the Temporary CO Extension to a minimum of \$150 to a maximum of \$2,000. He explained the reason behind the request.

Town Clerk Finnell said the proposed amendments to the resolution are to change the Temporary CO Extension to \$150 - \$2,000 and Sidewalks Deposit to \$2,000.

Motion by Commissioner Arnold to approve the resolution (Resolution 23-06, Resolution Amending the Holden Beach Fee Schedule); with the amendments; second by Commissioner Murdock; approved by unanimous vote.

DISCUSSION AND POSSIBLE ACTION ON ORDINANCE 23-06, AN ORDINANCE AMENDING ORDINANCE 22-14, THE REVENUES AND APPROPRIATIONS ORDINANCE FOR FISCAL YEAR 2022 – 2023 (AMENDMENT NO. 13)

Town Manager Hewett stated the budget amendment in the amount of \$50,908 is based on an estimate of increased revenues that will result from the implementation of increased parking revenues approved by the Board last month.

Motion by Mayor Pro Tem Smith to approve Ordinance 23-06 to raise revenues for this year's parking; second by Commissioner Arnold; approved by unanimous vote.

DISCUSSION AND POSSIBLE ACTION ON ORDINANCE 23-07, ORDINANCE AMENDING HOLDEN BEACH CODE OF ORDINANCES, CHAPTER 93: JUNKED VEHICLES AND EQUIPMENT

Inspections Director Evans explained this text amendment is to clear up who enforces this and to clear a loophole for junk vehicles. He reviewed the changes.

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

POLICE REPORT – CHIEF DIXON

- The biggest shock value from the report is the number of parking violations. With the shelling that is going on, the 800 block is a hot area. Officers are staying on top of it.
- Paid parking comes into effect April 1st.
- Working on in-service training. Have firearms qualifications coming up.
- Getting ready for Days at the Docks.

Presented a Traffic Investigation and Enforcement Certificate to Officer Alyse Wade and provided background on the achievement.

PUBLIC COMMENTS ON GENERAL ITEMS

No comments were made.

TOWN MANAGER’S REPORT

- Budget Season is underway. Last night we held the first of three scheduled budget workshops where the Board established their goals for the upcoming year and discussed some of the preliminary drafts of the staff budgets that were set forth. The next workshop is scheduled for April 20th at 5:30 p.m. He would encourage everyone to attend if possible.
- We have several state and federal appropriations/legislative requests that have been set forth. We formally requested several direct appropriations and some specific legislative requests for the Town at both state and federal levels. We asked for direct appropriations for the pier, sand, inlet maintenance, canal dredging and spoil areas, a second water tower, along with specific prohibitions regarding shark tournaments and the IHA expansion. We are engaged with the Town’s advocates and representatives to attempt to dovetail those efforts with our budget season.
- Hurricane Damages Repair Project – we received good news that FEMA has finally issued a Congressional notification for the wrap up of the Town’s hurricane repairs. It appears pretty strongly that the Town’s remaining outstanding \$600,000 in reimbursements should arrive within the next weeks or so.
- Proposed Expanded Inlet Hazard Areas – we have already touched on this topic. The next CRC meeting is in Maneo April 26th & 27th. We will have presences there sharing our opinions on the IHA and any other item of interest that would affect the Town.
- Easter Sunday is four weekends away. The Nighttime Egg Hunt is April 7th.

MAYOR’S COMMENTS

- Next few weeks will be unusually busy. Has Hurricane Conference, Brunswick County’s Hurricane meeting, two events in Raleigh, a Shoreline Protection meeting and needs to go to Washington, DC, along with some smaller meetings.

- Assistant Town Manager has lined up a good set of bands. The first concert is Memorial Day weekend. Looks forward to everyone being there.
- From what he is hearing from rental companies, rentals are looking good this year.
- IHA - cannot understand why the powers to be feel so threatened on the west end of the beach. He doesn't understand why it has grown as much as it has and HB West is being penalized the way it is.

BOARD OF COMMISSIONERS' COMMENTS

Mayor Pro Tem Smith

- Congratulated Officer Wade for spending the time getting all of the education she needs to be a better officer. Thinks she is a great one now and hopes we are able to retain her.
- Looking forward to warmer weather. With warmer weather will come more people. Please be mindful of golf carts. Hopes enforcement of some of the issues will start early.
- Starting paid parking April 1st.
- Sorry we had to put off the progress of the pier another month.

Commissioner Murdock

- Thanked everyone for coming out and the ones listening.
- Thanked staff for their hard work.
- Attended a Lockwood Folly Inlet meeting last week. For those interested in having access to the ocean, the inlet is a constant problem and a constant battle of who will dredge it and who will get the sand. Sounds like it will be a while before we see a dredge. The Corps has a dredge down for repair. They are planning on getting us one when it leaves Carolina Beach, which is probably two – three months from now. Exercise extreme caution for now. Bend the ear of whoever will listen, state the importance of the inlet. Talk to your politicians. We need all of the help we can get to keep that highway to the ocean open.
- Wished everyone a happy Easter.

Commissioner Dyer

- Thanked everyone for coming out and staff for doing all of the work. Staff is working hard.
- Reiterated what Commissioner Murdock said about the Lockwood Folly Inlet. We need to keep working on that to get it taken care of.
- Clarified, she is not against the house at 796 becoming better looking. Her concern is that we need to move forward with at least part of the project, the bathrooms. It is a handicap accessible access and we need handicap accessible bathrooms. People have been parking there. There is no port-a-pottie in the offseason. Wants the house to look better, but doesn't want to put a lot of money into something that is a coverup. Thinks we need to do something that will be useful to the community.
- Happy Easter.

Commissioner Kwiatkowski

- Announced this is her last meeting as commissioner and provided her reasons. She and her husband are moving off the island. She thinks it is best that decisions be made by people with long-

term, vested interest. Thanked the people who voted for her and provided her with guidance and information.

Commissioner Kwiatkowski asked to be excused from Closed Session. Mayor Holden thanked her for her service. The Board agreed to excuse her. Commissioner Murdock said she is very valuable to the community.

Commissioner Arnold

- No comment.

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

Town Clerk Finnell read the reason for Closed Session.

Motion by Mayor Pro Tem Smith that we go into Closed Session at 7:07 p.m.; second by Commissioner Arnold; approved by unanimous vote.

OPEN SESSION

The Board went back into Open Session at 8:28 p.m. No action was taken.

ADJOURNMENT

Motion to adjourn at 8:28 p.m. by Mayor Pro Tem Smith; 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 27, 2023 – 5:30 P.M.**

The Board of Commissioners of the Town of Holden Beach, North Carolina met for a Special Meeting on Monday, March 27, 2023 at 5:30 p.m. in the Town Hall Public Assembly. Present were Mayor J. Alan Holden; Mayor Pro Tem Rick Smith; Commissioners Brian Murdock, Page Dyer and Gerald Arnold; Town Manager David W. Hewett; Town Clerk Heather Finnell; Assistant Town Manager Christy Ferguson; Inspections Director Tim Evans; and Town Attorney Rick Green.

Mayor Holden called the meeting to order.

PUBLIC COMMENTS

No public was in attendance.

DISCUSSION AND POSSIBLE ACTION ON PROPOSAL FROM BOWMAN MURRAY HEMINGWAY ARCHITECTS FOR NEXT PHASE OF THE HOLDEN BEACH PIER PROJECT

Motion by Mayor Pro Tem Smith that we move forward with Bowman Murray Hemingway on the design proposal for our pier property; second by Commissioner Arnold.

Chip Hemingway said they are proposing to rebuild the pier starting at the pier house, up until the ADA access to the main pier level. It is differentiated by color on the drawings he provided. During that part, there will be inspections on the pilings being driven into the earth as part of the NC Building Code. They are not planning on having inspections on the other pilings unless they are visually damaged and need to be replaced. At this time, he doesn't think they are planning on working on any pilings in the water. Mr. Hemingway said they are planning on replacing the cross braces and handrails. He said CAMA permitting was not put in the proposal. Inspections Director Evans explained he doesn't foresee any problems with the process. He suggested his department could work with the engineer on applying for the permits. The possibility of needing a variance was discussed. Mayor Holden reviewed the importance of keeping the existing pilings oceanward beyond the current structure. Mr. Hemingway said they have not thought of rebuilding the pier beyond where it is currently, however they can show it on the drawings. Mayor Holden requested they do that. Mr. Hemingway explained he doesn't have any landscape architecture in the plan at this time. Decking and fundraising bricks were discussed.

The motion passed by unanimous vote.

DISCUSSION AND POSSIBLE APPROVAL OF RESOLUTION 23-07, RESOLUTION AMENDING THE HOLDEN BEACH FEE SCHEDULE (EFFECTIVE DATE FOR BUILDING FEES)

Mayor Pro Tem Smith explained why he thinks it is a good idea to change the effective date on the resolution recently passed for building fees.

Motion by Mayor Pro Tem Smith that we approve Resolution 23-07, Amending the Holden Beach Fee Schedule and make the effective date July 1st; second by Commissioner Murdock; approved by unanimous vote.

CLOSED SESSION PURSUANT TO NORTH CAROLINA GENERAL STATUTE 143-318.11(A)(3), TO CONSULT WITH THE ATTORNEY AND NORTH CAROLINA GENERAL STATUTE 143-318.11(A)(5), TO ESTABLISH OR INSTRUCT STAFF OR AGENT CONCERNING THE PRICE AND TERMS CONCERNING THE ACQUISITION OF REAL PROPERTY

Town Clerk Finnell read the reason for Closed Session.

Motion by Mayor Pro Smith to go into Closed Session at 5:53 p.m.; second by Commissioner Arnold; approved by unanimous vote.

ADJOURNMENT

Motion by Commissioner Murdock to adjourn at 6:31 p.m.; second by Mayor Pro Tem Smith; approved by unanimous vote.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk



Date: April 11, 2023
To: Commissioners and Mayor Holden
From: Chris Clemmons, Public Works Director *C.C.*
Re: Agreement for Stormwater Management & Consulting Services

At the February meeting, the Board selected McGill Associates for Stormwater Management & Consulting Services. McGill Associates has provided us with an agreement in the amount of \$131,200.

Staff recommends approval of the agreement.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of April 6, 2023 ("Effective Date") between

Town of Holden Beach ("Owner")

and McGill Associates, PA ("Engineer")

Engineer agrees to provide the services described below to Owner for Stormwater Management Plan ("Project").

Description of Engineer's Services: See attached Scope of Services

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become

due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Lump Sum Fee Plus Reimbursable Expenses)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

- 1. Lump Sum fee of \$131,200

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

ENGINEER:

By: _____

By: Michael A. Post

Title: _____

Title: Principal/Charlotte Office Manager

Date Signed: _____

Date Signed: April 6, 2023

License or Certificate No. and State C-0459

North Carolina

Address for giving notices:

Address for giving notices:

110 Rothschild Street

712 Village Road SW

Holden Beach, NC 2462

Suite 103

Shallotte, NC 28470



SCOPE OF SERVICES

McGill Associates, P.A. (McGill) will provide the Town of Holden Beach (Town) professional stormwater management and consulting services to perform a comprehensive study to prepare a Stormwater Management Plan and evaluate the feasibility of developing a stormwater utility (SWU). The study includes an assessment of the existing condition of the Town's stormwater system, stormwater modeling and watershed management, and feasibility of a SWU to address the specific needs of the Town. The SWU feasibility will provide a conceptual evaluation of establishing a SWU to address administration, a stormwater capital improvement plan (CIP), annual maintenance, sinking fund, rate study, and ordinance and policy development.

McGill anticipates the following key services:

Task 1 – Project Management and Meetings

Kickoff Meeting: McGill will meet with the Town to establish the overall goals for the project. Based on the chosen goals, we will establish performance standards, evaluate the current stormwater program, define specific objectives for each goal so that measurable achievement can be identified as implementation progresses.

Stormwater System Capacity Analysis Meeting: Meet with the Town to present findings of Task 3 below and finalize task deliverables.

Alternatives Evaluation Meeting: Meet with the Town to present findings of Task 4 below and finalize task deliverables.

Stormwater Utility Feasibility: Meet with the Town to present findings of Task 5 below and finalize task deliverables.

Stormwater Management Plan Report Meeting: Meet with the Town to present findings of Task 6 below and finalize task deliverables.

Task 2 – Stormwater System Inventory

Our team will create a geographic information system (GIS)-based stormwater system inventory and map using handheld tablets with integrated GPS capability and survey. Elements of this task include:

1. Acquire and collate available data from reliable sources (e.g., Town Existing Storm Drainage System and other records, North Carolina Floodplain Mapping Program, US Geological Survey, North Carolina Department of Transportation) to develop an understanding of major drainage patterns, outfalls and area characteristics.

2. Confer with Town staff and conduct a field reconnaissance trip in which major drainage outfalls, culverts and ditches are confirmed to define the scope of the storm water system to be mapped.
3. System Mapping. Evaluate the record data and field data from the reconnaissance to develop a plan for mapping the stormwater network in the Town. Mapping will consist of location of drainage features with hand-held GPS and limited topographic survey as noted below.
 - a. GPS grade mapping of the above identified stormwater system drainage features to include inlets, catch basins, pipes, ditches, and existing stormwater control measures. For each mapped feature, nominal size, material, drop measurements and conditions will be noted based on visual inspection. Identify locations where additional survey or condition assessment using closed circuit TV (CCTV) inspection is needed.
 - b. McGill will utilize the services of a subconsultant to conduct topographic survey to collect the physical locations of open pipe ends, catch basins and manholes on the existing infrastructure. Obtain pipe inverts for pipe outfalls and open inlets and rim elevations for structures for features identified above.
 - c. McGill will utilize the services of a subconsultant to conduct CCTV inspection and jet cleaning of the four outfalls as shown on the Town's Existing Storm Drainage System map and included as exhibits. CCTV inspections may also include parts of the stormwater collection system as determined by condition or as needed to determine conveyance connections. For the purpose of this scope, a budget of \$11,165 is allocated for subconsultant CCTV services, which covers cleaning and camera inspection up to three passes in each outfall. This cost is included in the Fee for Task identified as "Stormwater System Inventory". Costs may be incurred as requested and/or approved beyond the allocated amount for additional CCTV footage, heavy cleaning, access, disposal (if needed), etc. Additional services will be offered at agreed unit rates based on needs.
4. Key Areas of Concern. Collect existing spot elevations along the routes noted below to support alternatives analysis for drainage improvements.
 - a. Ocean Boulevard East – Determine the extent of grading modifications necessary to get stormwater flow toward the Mullet Street outfall (see Figure 1). Spot elevations will be collected along Ocean Blvd East along the red line route depicted in this figure, with 3 key points - road shoulder each side & road centerline @ 100' intervals).
 - b. Ocean Boulevard West 300 Block – Spot elevations along the red line route between road & sidewalk where applicable and center of swale elevations at proposed points of connection (see Figure 2). Determine options to get ponding water along the public right-of-way in this area to the roadside swale on the North side of Brunswick Avenue.

- c. Ocean Boulevard West End – Spot elevations along red line route (see Figure 3) sufficient to determine grade changes from the right-of-way to low area next to marsh. Capture approximate normal high water elevation at end of this route. If approved, we suspect these elevations will be taken along the edge of parcel 245GA089. Here, we are considering a permanent pipe installation to relieve ponding in the public right-of-way. It is assumed the Town will ensure access through this private parcel by survey team members is granted as part of the project investigation. No easements are proposed as part of this discovery phase.

Deliverables: An ESRI based geographic information system (GIS) stormwater system inventory and map.

Task 3 – Stormwater System Capacity Analysis

1. Perform hydrologic and hydraulic modeling to assess the capacity of the stormwater system defined in Task 2.
2. Simulate the existing hydrology and hydraulic conditions within the Town based on an assumed 10-year rainfall level of service. Identify flood prone areas and locations with deficient level of service and identify the depth of flooding caused by these deficiencies. System deficiencies related to king tide conditions will also be noted.
3. Meet with the Town to present findings and validate results with known problems or deficiencies in existing stormwater systems.

Deliverables: Maps of identified deficiencies and flood prone areas.

Task 4 – Alternatives Evaluation

1. Utilizing the results from the capacity analysis and condition assessment, develop up to two alternative solutions for each of the three flood prone areas described in Task 2.4 to address system deficiencies (including preliminary cost estimates) and simulate the proposed improvements to the stormwater system to predict the anticipated increase in the level of service.
2. Utilizing the results from the capacity analysis and condition assessment, provide a list of other noted stormwater problem areas with a conceptual level solution and cost estimate.
3. Provide recommendations on selected alternatives and prepare a proposed prioritized stormwater capital improvement plan.
 Deliverables: Fact sheet for each evaluated alternative to include description of the problem, proposed solution, and estimated cost.

Task 5 – Stormwater Utility Feasibility

McGill will evaluate the feasibility of implementing a SWU for the Town by framing the required steps and timeline to develop a SWU, identifying required administrative support, developing high level costs for planned program elements, defining the potential customer base, and estimating a commensurate fee structure to support the identified needs.

1. Kick Off, Study Approach and Data Collection
 - a. Meet with Town staff to review financial policies and objectives for providing stormwater management services and ensure Town's overall goals and objectives are clearly understood related to:
 - I. Defining desired stormwater policies,
 - II. Assessing existing Public Works Administrative support,
 - III. Identifying stormwater projects for CIP inclusion,
 - IV. Identifying deferred and annual stormwater infrastructure maintenance,
 - V. Defining the purpose and uses of the SWU revenues, and
 - VI. Establishing SWU planning time frames.

Deliverables: Meeting minutes, summary of available data and a list of additional data needs.

2. System Metrics
 - a. Collect available GIS data including Town boundary, ETJ, parcels, and land use to determine the served population.
 - b. Review known stormwater infrastructure deficiencies with Town staff and establish preliminary CIP to develop project cost estimates, priorities and scheduling to incorporate into the Financial Analysis Model.
 - c. Estimate costs of various programs supported by SWU revenues including:
 - I. Stormwater program and ordinances, Public Works Administrative support, and deferred and annual maintenance.
 - II. Develop projected SWU annual budget based on administration and staffing costs, programmed Operations & Maintenance, prioritized CIP, and/or sinking fund(s).

Deliverables: Meeting minutes, GIS shapefiles, updated CIP and preliminary SWU budget.

3. Preliminary Financial Analysis
 - a. Construct an Excel-Based Financial Model to determine revenue requirements necessary to provide full cost recovery of anticipated SWU expenditures under several recommended implementation strategies.
 - b. Model outputs will allow various SWU approaches to be evaluated for determination of financial feasibility.
 - I. Discuss comparative rates of similar communities, as well as state and regional averages.
 - II. Explain options for accounting for the fees and expenditures.

- III. Discuss possible rate exemptions including streets/highways, undeveloped lands, public parks, government (federal, state, county, school districts), and/or properties that do not discharge runoff to your system.
- c. Develop Preliminary Rate Structures to evaluate user charges and fees required to meet goals established above based on selected planning time frame.
 - I. Evaluate potential rates using a 5-year and 10-year planning time frame.

Deliverables: Meeting minutes, rate model outputs, summary of exemptions.

4. Final Feasibility Report

- a. Final Feasibility Report – prepare a document summarizing the analysis, findings, and recommendations for development of a SWU. The document will also include an overview of a Stormwater Utility Implementation Plan for the Town. The Plan will include the following:
 - I. Identify supporting ordinances and policies for SWU enforcement.
 - II. Identify anticipated administrative processes and support positions.
 - III. Identify required data coordination to support selected billing process (software changes, hardware upgrades, programming, etc.).
 - IV. Develop preliminary SWU Enterprise Fund revenue split including:
 - i. Administration,
 - ii. Infrastructure Improvements,
 - iii. Infrastructure Maintenance,
 - iv. Stormwater Program Development, and
 - v. Other Considerations

Deliverables: Stormwater Utility Feasibility Report

5. Public Education and Outreach

- a. Coordinate and present at one (1) work session with Town officials.

Deliverables: Meeting minutes and presentations.

Task 6 – Stormwater Management Plan Report

Develop a stormwater management plan and summarize the results in a Stormwater Master Plan (SWMP) report.

- 1. The SWMP report will include a description of the methodologies used, modeling results, evaluated alternatives, findings, and recommended solutions.
 - a. Perform an initial evaluation to support prioritization of conceptual improvements based on expected benefits and a proposed implementation plan.
 - b. Meet with Town staff to review draft comments on the SWMP

Town of Holden Beach
 April 6, 2023
 Page 6 of 7

- c. Prepare a final SWMP
- d. Coordinate and present the final SWMP at one (1) work session with Town officials.

Deliverables: Stormwater Master Plan Report (draft and final), Meeting minutes and presentations.

Future Tasks (not included in this scope/fee)

1. Additional funds are possibly available through the Golden LEAF Foundation or NC Department of Environmental Quality Division of Water Infrastructure (DWI) for implementation of recommended elements of this SWMP. McGill can assist the Town in applying for the funding assistance required for project implementation, as a continuation of our support to fund this SWMP.
2. Oversee implementation of one or more SWMP projects to include design, permitting, bidding, and construction services of the selected alternatives.
3. Oversee implementation of the SWU.

BASIS OF COMPENSATION AND SCHEDULE

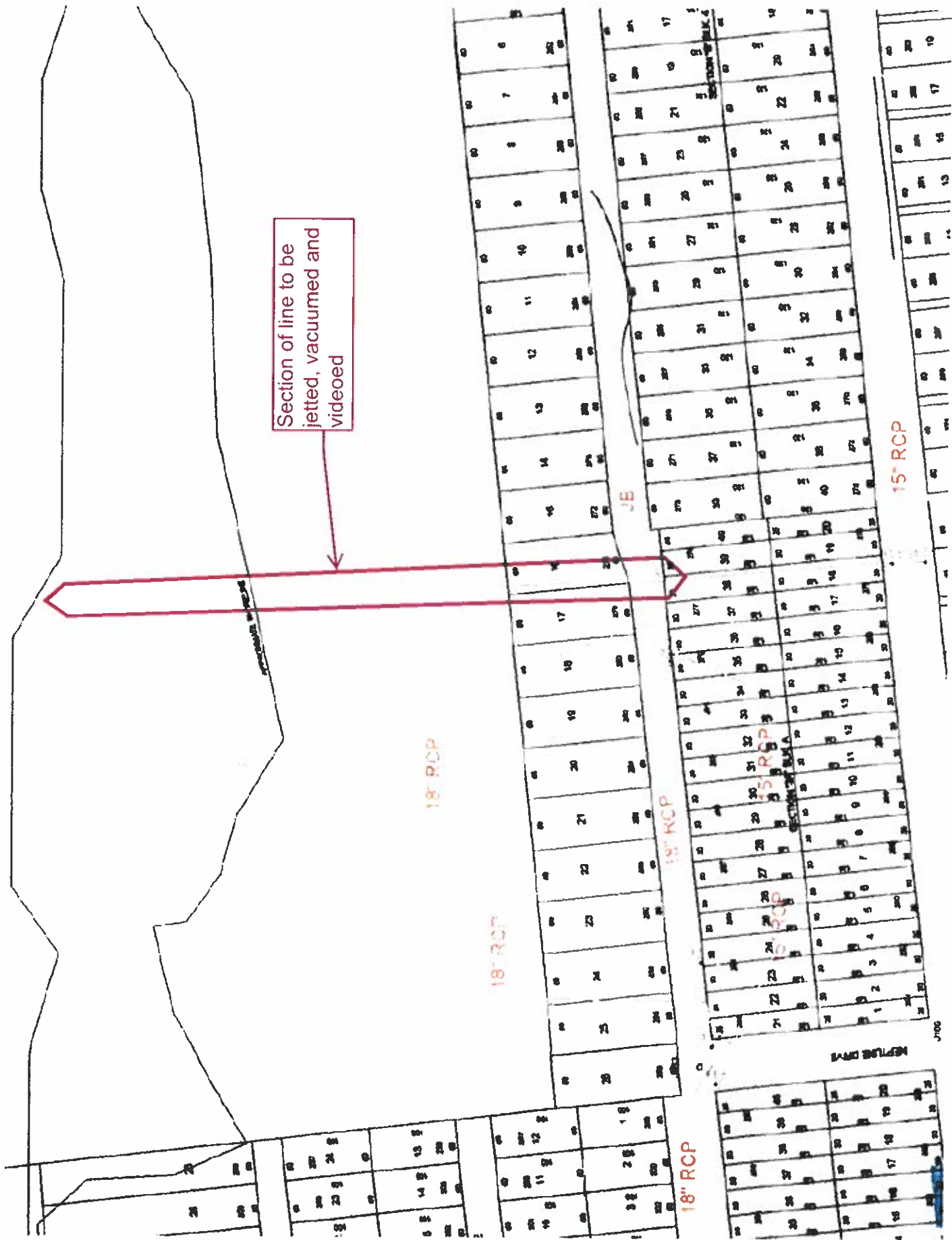
McGill associates is proposing to complete the above scope of services within eight months from Notice-to-Proceed (NTP) for a Lump Sum Fee of \$131,200.00 as detailed below.

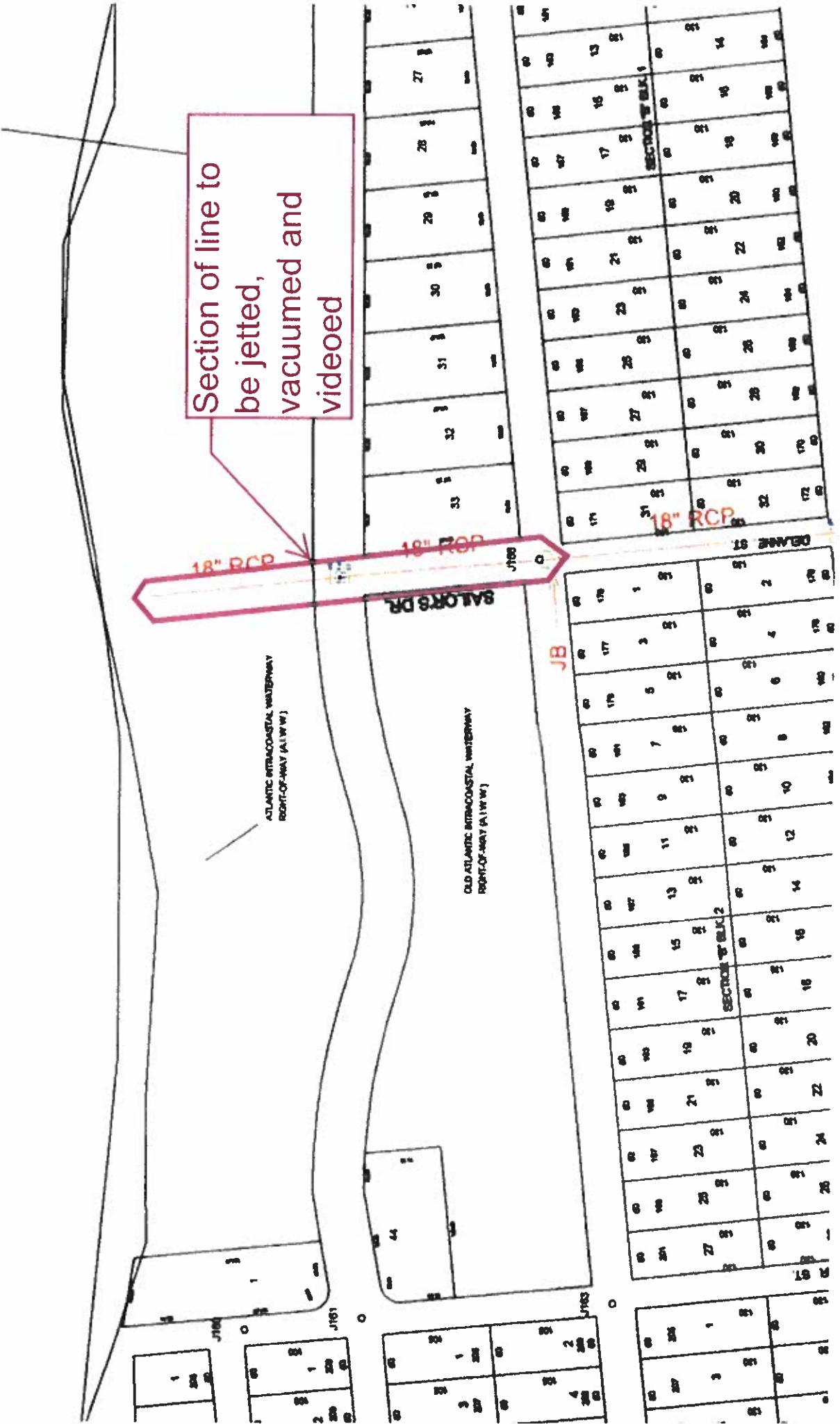
Please note that certain task elements will involve coordination with subconsultants. McGill has made reasonable assumptions on the duration for these tasks based on past experience. Delays or additional work required by the Town may impact the project duration.

Task	Duration	Fee
Project Management and Meetings	8 Months from NTP	\$9,600.00
Stormwater System Inventory	4 Months from NTP	\$46,200.00
Stormwater System Capacity Analysis	5 Months from NTP	\$16,000.00
Alternatives Evaluation	6 Months from NTP	\$8,100.00
Stormwater Utility Feasibility	6 Months from NTP	\$35,400.00
Stormwater Management Plan Report	8 Months from NTP	\$15,900.00
TOTAL	8 Months from NTP	\$131,200.00

Assumptions and Exclusions

1. The maximum level of service identified in Task 3 of the scope of this project is not anticipated to address extreme storm events such as hurricanes in excess of a 25-year 24-hour event.
2. Survey data gathered is not intended comply with NCBELS requirements and shall have horizontal and vertical geodetic survey control based on NAD83(2011) and NAVD88 (GEOID12A) respectively.
3. McGill will obtain NC Department of Transportation data that are available at the time of request and will incorporate this into the data collection and analysis as feasible.
4. Flood prone zones are areas identified by the Town exhibiting persistent rainfall induced flooding and areas not meeting the desired level of service in Task 3.
5. McGill will make reasonable attempts to locate and collect stormwater infrastructure identified by the Town. If at the end of this time the feature cannot be located, it will be hand placed and marked as "Undefined".
6. McGill is not responsible for uncovering buried or otherwise obstructed stormwater structures. If buried or otherwise obstructed stormwater structures are anticipated, these structures will be hand placed based on field estimated offset and noted as "Approximate".
7. All stormwater infrastructure will be collected from within the public rights-of-way. No access to private property will be attempted, unless authorized by the Town. If stormwater structures are identified on private property, and access is not granted, these structures will be hand placed based on field estimated offset and noted as "Approximate".
8. All modeling results will be referenced back to elevations derived from project specific survey and/or readily available LIDAR data coverage for the Town from NC Floodplain Mapping Program.
9. Upon Client authorization, additional project work not specifically addressed by this proposal shall be charged at a time and materials rate in accordance with the McGill Associates Fee Schedule in place at the time the service is performed.
10. The Town will provide electronic or hard copies of network maps, previous studies and associated modeling data.
11. Confined space entry is not anticipated for this project.





Section of line to
be jetted,
be jettied,
vacuumed and
videod

18" RCP

18" RCP

18" RCP

ATLANTIC INTRACOASTAL WATERWAY
RIGHT-OF-WAY (A.I.W.W.)

OLD ATLANTIC INTRACOASTAL WATERWAY
RIGHT-OF-WAY (A.I.W.W.)

SALORS DR

JB

1	200	00
2	200	00
1	200	00
2	200	00

1	200	00
2	200	00
3	200	00
4	200	00

1	200	00
2	200	00
3	200	00

27	00	00
28	00	00
29	00	00
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31	00	00
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26	00	00
27	00	00

SECTION "B" BLK 2

SECTION "B" BLK 1

18" RCP

J100

J101

J103

J100

18" RCP



Section of line to be
jetted, vacuumed
and videoed

24" CMP
24" RCP

18" RCP

DITCH

Area 20

1185	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	1220	1221	1222	1223	1224	1225	1226	1227	1228	1229	1230	1231	1232	1233	1234	1235	1236	1237	1238	1239	1240	1241	1242	1243	1244	1245	1246	1247	1248	1249	1250	1251	1252	1253	1254	1255	1256	1257	1258	1259	1260	1261	1262	1263	1264	1265	1266	1267	1268	1269	1270	1271	1272	1273	1274	1275	1276	1277	1278	1279	1280	1281	1282	1283	1284	1285	1286	1287	1288	1289	1290	1291	1292	1293	1294	1295	1296	1297	1298	1299	1300
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Figure 1



Figure 2
Brunswick County GIS Data Viewer



Figure 3
Brunswick County GIS Data Viewer



3/21/2023, 10:06:14 AM

1:634

0 0.01 0.02 0.02 mi 0 0.01 0.02 0.04 km

Esri/View, Inc.

□ County Boundary
□ Parcel
□ Condo Unit
□ Condo Common Area

— Roads
— Interstate
— US Hwy

■ NC Hwy
■ State Road
■ Minor

■ Addresses

Brunswick County GIS
Esri/View, Inc. | Brunswick County GIS



Holden Beach Police Department

110 Rothschild St
Holden Beach, NC 28462
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Calls For Service (March '23)

Printed on April 11, 2023

Descriptions	Totals	
911 Hang Up (911HU)	1	1
Administrative Call	2	2
Alarm (SIG45 Signal 45)	21	21
Animal Carcass in the Roadway (10-86 x86)	1	1
Animal Control Call	4	4
Armed with Gun Knife or Other Weapon (10-84 x84)	1	1
Attempt to Locate (ATL)	3	3
Attempt to Locate (ATL); Missing or Abandoned Person	1	1
Breaking and Entering in Progress (10-62 x62)	1	1
Call By Phone (10-21Law x21L)	14	14
Coastal Flare Sighting [Delta]	1	1
Debris in Roadway	1	1
Disabled Motorist (10-87 x87)	3	3
Disturbance or Disorderly Subject	3	3
Disturbance or Disorderly Subject; Assist Other Agency (EMS)	1	1
Escort or Convoy (10-59 x59)	1	1
Falls [Bravo]	1	1
Falls [Delta]	1	1
Hemorrhage [Delta]	1	1
Improperly Parked Vehicle (10-70 x70)	51	51

Descriptions	Totals	
Investigation (Law)	1	1
Lost or Found Property	2	2
Meet with Complainant (10-83 x83)	23	23
Multiple Residential Structure Fire [Delta]	1	1
Noise Complaint	1	1
Open Door	2	2
Outside Fire [Bravo]	1	1
Overdose or Poisoning (Intentional) [Delta]	1	1
Service Call [Alpha]	1	1
Sick Person [Alpha]	2	2
Sick Person [Charlie]	1	1
Sick Person [Delta]	1	1
Sick Person [Omega]	1	1
Single Residential Fire Alarm [Bravo]	1	1
Special Check - Business - Residence (10-79 x79)	257	257
Special Operations Assignment (Signal 55 SIG55)	1	1
Stopping Vehicle (10-61 x61)	9	9
Stroke or TIA [Charlie]	1	1
Suspicious Vehicle or Subject (10-60 x60)	7	7
Suspicious Vehicle or Subject (10-60 x60); Call By Phone (10-21Law x21L)	1	1
Take Written Report (10-92 x92)	4	4
Traffic Accident (Property Damage Only 10-50PD x50PD)	4	4
Traumatic Injuries [Alpha]	1	1

Descriptions	Totals	
Traumatic Injuries [Bravo]	1	1
Trespassers	2	2
Water or Sewer Problems	7	7
Welfare Check	3	3
	4	4
Totals	454	454



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HBPD Monthly Report (March '23)

Printed on April 11, 2023

Reported	Case Number	Address	Offenses	Disposition
03/13/23 14:51	HBP23-00030	232OB001	14-160 - INJURY TO PERSONAL PROPERTY	Closed - Juvenile/No Custody
03/17/23 08:15	HBP23-00031	117 TUNA DR	14-127 - DAMAGE TO REAL PROPERTY	Closed - Leads Exhausted
03/17/23 09:10	HBP23-00032	119 TUNA DR	14-127 - DAMAGE TO REAL PROPERTY	Closed - Leads Exhausted
03/20/23 22:34	HBP23-00033	121 BRUNSWICK AVE	14-127 - DAMAGE TO REAL PROPERTY	Closed - Leads Exhausted
03/25/23 09:08	HBP23-00034	771 OCEAN BLVD W	MEDICAL CALL	Closed - Unfounded
03/31/23 08:50	HBP23-00035	573 OCEAN BLVD W	DISTURBANCE	Closed - Unfounded

Total Records: 6



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Ordinance Violations (March '23)

Printed on April 11, 2023

Date	Defendant	Citation/Warning	Ordinance
03/02/23	DOE, JOHN	Warning	Parking - Fire Lane/Emergency Access
03/04/23	BAUMANN, DANIEL	Warning	Parking - Right-of-Way Violation
03/04/23	LENZI, DONALD	Citation	Parking - Block Crosswalk/Sidewalk/Pedstrian Accessway
03/04/23	BEACH, DEVON	Citation	Parking - Block Crosswalk/Sidewalk/Pedstrian Accessway
03/04/23	ANDERSON, TIMOTHY	Warning	Parking - Block Crosswalk/Sidewalk/Pedstrian Accessway
03/04/23	LLOYD, JEFFREY	Citation	Parking - Right-of-Way Violation
03/04/23	STRANG, LINDA	Citation	Parking - Right-of-Way Violation
03/04/23	INC, JAFFE	Warning	Parking - Right-of-Way Violation
03/04/23	LANIER, JAMES	Citation	Parking - Right-of-Way Violation
03/05/23	AGUILAR, LENDSEY	Warning	Parking - Roadway/Travel Lane
03/05/23	SAVON, KIMBERLY	Citation	Parking - Right-of-Way Violation
03/05/23	DOSSETT, LAURELYN	Warning	Parking - Roadway/Travel Lane

Date	Defendant	Citation/Warning	Ordinance
03/06/23	JOY, WAHOFF	Citation	Parking - All Other No Parking Zones
03/06/23	WILBUR, COX	Citation	Parking - All Other No Parking Zones
03/06/23	ELLISON, WALLACE	Warning	Parking - All Other No Parking Zones
03/08/23	GREENE, GERTRUDE	Warning	Parking - Roadway/Travel Lane
03/11/23	MAUNEY, WHITLOW	Citation	Parking - All Other No Parking Zones
03/17/23	VENTERS, RONALD	Warning	Parking - Opposite Direction
03/17/23	REYES, PAYTON	Warning	Parking - Right-of-Way Violation
03/17/23	MCDONALD, BROCK	Warning	Parking - Opposite Direction
03/17/23	MOORE, DORA	Warning	Parking - Right-of-Way Violation
03/17/23	BRADFORD, JOHN III	Warning	Parking - Roadway/Travel Lane
03/17/23	HUFF, JOHN JR	Warning	Parking - Roadway/Travel Lane
03/18/23	TSUMAS, JOHN JR	Warning	Parking - Roadway/Travel Lane
03/18/23	BULLARD, WILLIAM	Warning	Parking - Right-of-Way Violation
03/18/23	TIPPETT, CHERYL	Citation	Parking - Right-of-Way Violation
03/19/23	SHEAFFER, JENNIFER	Citation	Parking - Right-of-Way Violation
03/19/23	BARRERA, SAMUEL	Warning	Parking - Block Crosswalk/Sidewalk/Pedestrian Accessway
03/19/23	ARNS, MICHAEL	Citation	Parking - Right-of-Way Violation

Date	Defendant	Citation/Warning	Ordinance
03/19/23	FOWLER, CONSTANCE	Warning	Parking - Right-of-Way Violation
03/19/23	KRAFSIG, BERNARD	Citation	Parking - Right-of-Way Violation
03/22/23	OTUEL, ELLIS	Citation	Parking - Right-of-Way Violation
03/23/23	WATERS, HOLLY	Warning	Parking - Right-of-Way Violation
03/27/23	POWERS, ROSELYNN	Warning	Parking - Non-LSV in LSV Only Area
03/27/23	HERMAN, DALE	Warning	Parking - Right-of-Way Violation
03/27/23	CERRATO, HEYDI	Warning	Parking - Block Crosswalk/Sidewalk/Pedestrian Accessway
03/28/23	DEAL, LARRY	Warning	Parking - Roadway/Travel Lane
03/30/23	EAN HOLDINGS, ENTERPRISE	Citation	Parking - Block Crosswalk/Sidewalk/Pedestrian Accessway

Total Records: 38

Warnings = 23
Citations = 15
LSV = 0



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State Citation (March '23)

Printed on April 11, 2023

Date	Defendant	Statutes/Charges
03/06/23	STUDDARD, KENNETH RONALD, JR	20-137.4A(A) - MOBILE PHONE VIOL MOTOR VEH; 20-183.3 - INSP STICKER NO INSPECTION; 20-111(2) - EXPIRED
03/06/23	COOK, THOMAS MICHAEL	20-141(J1) - SPEEDING
03/06/23	NORMANDY, DAVID MERTON	20-183.8(A)(1) - EXPIRED/NO INSPECTION; 20-111(2) - EXPIRED REGISTRATION CARD/TAG

Total Records: 3

LSV = 0



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Warning Citations (March '23)

Printed on April 11, 2023

Date	Name	Statutes/Charges
03/22/23	MACLEAN, RODERICK IAIN	20-158(B)(1)(3) - FAIL STOP STOPSIGN/FLSH RED LT
03/29/23	SCOTT, CEDRIC LEE LEMANS	20-141(B) - SPEEDING
03/31/23	HIGH, ANDREW E	20-129(B) - DRIVE WITHOUT TWO HEADLAMPS

Total Records: 3

LSV = 0

CONSTRUCTION TYPE REPORT

TOWN OF HOLDEN BEACH

03/06/2023 TO 04/12/2023

FY 2022-2023

Constru Type	Stat us	Description	Date Applied	Permit class/ Number	Occup Group	Square Feet	Valuation(\$)	Permit Fee(\$)	
Add	10	Additions	03/31/2023	BPCL-019016	G1	0.00	27,000.00	333.00	
Subtotal for Additions:						1	0.00	\$27,000.00	\$333.00
BH	10	Bulkhead	03/07/2023	BPM-018951	G1	0.00	22,000.00	288.00	
BH	10	Bulkhead	03/09/2023	BPM-018960	G1	0.00	165,000.00	1,500.00	
BH	10	Bulkhead	03/22/2023	BPM-018985	G1	0.00	12,000.00	123.00	
BH	10	Bulkhead	03/27/2023	BULKHE-019001	G1	0.00	25,000.00	240.00	
Subtotal for Bulkhead:						4	0.00	\$224,000.00	\$2,151.00
Btype1	10	New Construction/Gei	03/27/2023	RDR-019002	G1	0.00	45,000.00	495.00	
Construction/General:						1	0.00	\$45,000.00	\$495.00
Decks	10	Decks	03/08/2023	BPM-018954	G1	0.00	10,000.00	105.00	
Decks	10	Decks	03/08/2023	BPM-018955	G1	0.00	5,000.00	80.00	
Decks	10	Decks	04/05/2023	BPM-019020	G1	0.00	10,000.00	155.00	
Decks	10	Decks	04/05/2023	BPM-019022	G1	0.00	24,200.00	232.80	
Subtotal for Decks:						4	0.00	\$49,200.00	\$572.80
Elect	10	Electrical	03/13/2023	EL-018969	G1	0.00	3,000.00	75.00	
Elect	13	Electrical	03/14/2023	EL-018971	G1	0.00	1,000.00	75.00	
Elect	13	Electrical	03/22/2023	EL-018993	G1	0.00	1,100.00	75.00	
Elect	10	Electrical	03/22/2023	EL-018994	G1	0.00	700.00	75.00	
Elect	13	Electrical	03/23/2023	EL-018996	G1	0.00	900.00	75.00	
Elect	10	Electrical	03/27/2023	EL-019004	G1	0.00	500.00	75.00	
Elect	10	Electrical	03/28/2023	EL-019007	G1	0.00	1,500.00	75.00	
Elect	10	Electrical	03/28/2023	EL-019008	G1	0.00	1,100.00	75.00	
Elect	10	Electrical	04/05/2023	EL-019023	G1	0.00	1,600.00	75.00	
Elect	10	Electrical				30			
Subtotal for Electrical:						39	0.00	\$11,400.00	\$675.00
Mech	10	Mechanical	03/06/2023	MEC-018945	G1	0.00	14,009.00	150.00	
Mech	13	Mechanical	03/07/2023	MEC-018946	G1	0.00	7,850.00	75.00	
Mech	13	Mechanical	03/07/2023	MEC-018947	G1	0.00	8,970.00	200.00	
Mech	10	Mechanical	03/07/2023	MEC-018948	G1	0.00	26,950.00	150.00	
Mech	13	Mechanical	03/07/2023	MEC-018949	G1	0.00	7,250.00	75.00	
Mech	13	Mechanical	03/08/2023	MEC-018956	G1	0.00	5,008.65	75.00	
Mech	10	Mechanical	03/09/2023	MEC-018957	G1	0.00	3,716.00	75.00	
Mech	10	Mechanical	03/09/2023	MEC-018958	G1	0.00	15,980.00	150.00	
Mech	13	Mechanical	03/09/2023	MEC-018959	G1	0.00	8,625.00	75.00	
Mech	10	Mechanical	03/10/2023	MEC-018961	G1	0.00	7,375.00	150.00	
Mech	13	Mechanical	03/22/2023	MEC-018991	G1	0.00	8,275.00	75.00	

Mech	13	Mechanical	03/22/2023	MEC-018995	G1	0.00	7,600.00	75.00
Mech	10	Mechanical	03/27/2023	MEC-018999	G1	0.00	9,971.14	75.00
Mech	10	Mechanical	03/27/2023	MEC-019003	G1	0.00	7,350.00	75.00
Mech	13	Mechanical	03/28/2023	MEC-019005	G1	0.00	8,090.00	75.00
Mech	13	Mechanical	03/28/2023	MC-019006	G1	0.00	9,756.00	75.00
Mech	13	Mechanical	03/28/2023	MEC-019011	G1	0.00	9,350.00	150.00
Mech	10	Mechanical	03/29/2023	MEC-019012	G1	0.00	7,835.00	75.00
Mech	10	Mechanical	03/29/2023	MEC-019013	G1	0.00	7,493.00	75.00
Mech	10	Mechanical	03/29/2023	MEC-019014	G1	0.00	6,205.00	75.00
Mech	10	Mechanical	04/03/2023	MEC-019017	G1	0.00	6,600.00	75.00
Mech	10	Mechanical	04/03/2023	MEC-019018	G1	0.00	9,600.00	75.00
Mech	10	Mechanical	04/11/2023	MEC-019025	G1	0.00	7,600.00	75.00
Mech	10	Mechanical	04/11/2023	MEC-019027	G1	0.00	4,855.00	75.00
Mech	10	Mechanical	04/11/2023	MEC-019028	G1	0.00	9,499.00	75.00
Mech	10	Mechanical	04/11/2023	MEC-019029	G1	0.00	9,379.00	75.00
Mech	10	Mechanical	04/11/2023	MEC-019030	G1	0.00	7,115.00	75.00
Mech	10	Mechanical	04/12/2023	MC-019031	G1	0.00	18,175.00	150.00
Mech	10	Mechanical	04/12/2023	MEC-019032	G1	0.00	13,275.00	75.00
Mech	10	Mechanical	04/12/2023	MEC-019033	G1	0.00	8,250.00	75.00
ibtotal for Mechanical:					30	0.00	\$282,006.79	\$2,825.00
Pools	10	Swimming Pools	03/08/2023	BPM-018953	G1	0.00	55,000.00	635.00
Pools	10	Swimming Pools	04/11/2023	BPM-019024	G1	0.00	76,715.00	855.44
I for Swimming Pools:					2	0.00	\$131,715.00	\$1,490.44
Remod	10	Renovation/Repair	03/07/2023	BPCL-018950	G1	0.00	15,000.00	225.00
Remod	10	Renovation/Repair	03/07/2023	BPM-018952	G1	0.00	80,000.00	3,180.00
Remod	10	Renovation/Repair	03/10/2023	BP-018962	G1	0.00	79,900.00	894.10
Remod	10	Renovation/Repair	03/14/2023	BP-018970	G1	0.00	150,991.00	1,903.92
Remod	10	Renovation/Repair	03/15/2023	BPCL-018973	G1	0.00	60,000.00	630.00
Remod	10	Renovation/Repair	03/17/2023	BPCL-018978	G1	0.00	18,000.00	252.00
Remod	10	Renovation/Repair	03/17/2023	BPM-018979	G1	0.00	6,500.00	130.00
Remod	10	Renovation/Repair	03/22/2023	BPM-018982	G1	0.00	30,000.00	455.00
Remod	10	Renovation/Repair	03/22/2023	BP-018983	G1	0.00	70,000.00	805.00
Remod	10	Renovation/Repair	03/22/2023	BPM-018984	G1	0.00	30,000.00	445.00
Remod	10	Renovation/Repair	03/22/2023	BPM-018986	G1	0.00	9,000.00	96.00
Remod	10	Renovation/Repair	03/22/2023	BPM-018987	G1	0.00	3,500.00	130.00
Remod	10	Renovation/Repair	03/22/2023	RDR-018988	G1	0.00	8,500.00	91.50
Remod	10	Renovation/Repair	03/22/2023	RDR-018989	G1	0.00	10,000.00	105.00
Remod	10	Renovation/Repair	03/22/2023	RDR-018990	G1	0.00	10,000.00	105.00
Remod	10	Renovation/Repair	03/31/2023	BPM-019015	G1	0.00	29,275.00	338.48
Remod	10	Renovation/Repair	04/05/2023	BPM-019021	G1	0.00	60,000.00	555.00
for Renovation/Repair:					17	0.00	\$670,666.00	\$10,341.00

SFC	10	Single Family Constr.	03/24/2023	BP-018998	G1	0.00	976,095.00	19,410.56
SFC	10	Single Family Constr.	04/12/2023	BP-019034	G1	0.00	420,000.00	7,747.77
Single Family Constructio:					2	0.00	\$1,396,095.00	\$27,158.33
Sign	18	Sign	03/17/2023	SG-018974	G1	0.00	65.00	65.00
Subtotal for Sign:					1	0.00	\$65.00	\$65.00
Walk	10	Walkway	03/10/2023	RDR-018963	G1	0.00	20,000.00	245.00
Walk	10	Walkway	03/10/2023	RDR-018964	G1	0.00	20,000.00	245.00
Walk	10	Walkway	03/10/2023	RDR-018965	G1	0.00	20,000.00	195.00
Walk	10	Walkway	03/10/2023	RDR-018966	G1	0.00	20,000.00	245.00
Walk	10	Walkway	03/10/2023	RDR-018967	G1	0.00	20,000.00	195.00
Walk	10	Walkway	03/17/2023	RDR-018975	G1	0.00	17,600.00	173.40
Walk	10	Walkway	03/17/2023	RDR-018976	G1	0.00	12,700.00	129.30
Walk	10	Walkway	03/17/2023	RDR-018977	G1	0.00	15,000.00	285.00
Walk	10	Walkway	03/23/2023	RDR-018997	G1	0.00	1,000.00	80.00
Walk	13	Walkway	04/04/2023	BPM-019019	G1	0.00	10,000.00	195.00
Subtotal for Walkway:					10	0.00	\$156,300.00	\$1,987.70
Zoning	13	ZONING	03/06/2023	Zoning-018943	G1	0.00	0.00	50.00
Zoning	13	ZONING	03/14/2023	Zoning-018972	G1	0.00	0.00	50.00
Zoning	13	ZONING	03/20/2023	Zoning-018981	G1	0.00	0.00	50.00
Zoning	13	ZONING	03/22/2023	Zoning-018992	G1	0.00	0.00	50.00
Zoning	13	ZONING	03/28/2023	Zoning-019009	G1	0.00	0.00	50.00
Zoning	13	ZONING	03/28/2023	Zoning-019010	G1	0.00	0.00	50.00
Subtotal for ZONING:					6	0.00	\$0.00	\$300.00
GRAND TOTAL:					87	0.00	\$2,993,447.79	\$48,394.27

INSPECTIONS DEPT. FROM 03/06-4/12/23

ACTIVE NEW HOME PERMITS = 36

OTHER ACTIVE PERMITS= 305

PERMITS ISSUED OVER \$30,000 = 24 (AMOUNT INCLUDED IN ACTIVE TOTAL)

SUBSTANTIAL IMPROVEMENTS OVER \$100,000= 4

PERMITS ISSUED WAITING PICK UP = 17

TOTAL PERMITS = 358

PERMITS IN REVIEW= 2

PERMITS SUBMITTED INCOMPLETE = 12

ZONING PERMITS ISSUED = 20

CAMA PERMITS ISSUED= 10

PERMITS SERVICED FOR INSPECTIONS (FROM 3/06-4/12)= 125

TOTAL INSPECTIONS MADE= 547



4/6/2023

Memo: Impervious area Increase per lot:

To: Town Manager, Commissioners and Mayor *TDE*

Subject: Potential Increase in stormwater management percentage as established in Towns Zoning Code 157.00-158.00

The Town of Holden Beach allows a maximum of 30% impervious coverage with a 100% onsite containment, currently the TOHB allows 10% less coverage than adjoining municipalities, staff recommends tasking the planning board with reviewing a possible percentage increase to 40%

This would allow homeowners to realize a larger equitable increase in their investments, which should increase the tax base and property values.

Planning and Inspections Director

Timothy D. Evans



Wednesday, March 8, 2023

Subject: Public Facilities Inspection list and Schedule

To: Mayor, Town Manager and Commissioners

At a previous meeting the Board of Commissioners requested that the planning department and other staff members compile a list of publicly used facilities with an inspection schedule. Please see the reference materials as established and reviewed by staff.

Timothy D Evans, Planning and Inspections Director

Public Facilities Maintenance Checklist

Facility	Inspection Date	Inspection Needed	Recent Actions	Further Actions Required
Public Walkways				
PW 20- 317 OBE	3/3/2023	yearly	replaced FY 20/21	
PW 40-293.5 OBE	3/3/2023	yearly	replaced FY 20	
PW 60- 271.5 OBE	3/3/2023	yearly	replaced FY 20	
PW 80-250.5 OBE	3/3/2023	yearly		
PW 100-220 OBE	3/3/2023	yearly		
PW 120-192 OBE	3/3/2023	yearly		
PW 140-172 OBE-Ferry	3/3/2023	yearly	repairs to deck; handrails; stairs 2017	
PW 160-122.5 OBE	3/3/2023	yearly	repairs in 2022	
PW 200- 103.5 -Jordan	3/3/2023	yearly	repaired in FY 17 and 18	
PW 220-111	3/3/2023	yearly		
PW 260- 301.5 OBW	3/3/2023	yearly		
PW 280- 329.5 OBW	3/3/2023	yearly		
PW 300-357.5 OBW	3/3/2023	yearly	replaced in 2017	
PW 320- 389.5 OBW	3/3/2023	yearly		
PW 360- 567.5 OBW	3/3/2023	yearly		
PW 380- 677.5 OBW	3/3/2023	yearly	replaced in 2019	
PW 400-801. OBW	3/3/2023	yearly		
PW 420-883.5 OBW	3/3/2023	yearly	repairs in 2017	
PW 440-915.5 OBW	3/3/2023	yearly		
PW 460- 1017.5 OBW	3/3/2023	yearly		
PW 500-1085.5 OBW	3/3/2023	yearly		
PW - 567.5 OBW	3/3/2023	yearly		
Beach Strand				
Beach Strand Sand		weekly	new project 1.5 million cy 2022	yearly monitoring
Sand Fence		Routine Yearly	new sand fence with project where allowed 2022	regular assessment/yearly budget
Vegetation		Routine Yearly	new vegetation with project 2022	regular assessment/yearly budget
EOC				
Bays		yearly		Annual Inspections per NCFC
Training Room		yearly		Annual NCFC
War Room		yearly		NCFC
Roof		yearly		Contracted Services
Maintenance Garage/storage		yearly		Annual NCFC
HVAC		yearly		Contracted services
Pavilion				
Structure		yearly		Annual Inspections per NCFC
Parking		yearly		
Picnic Tables		six months		
Pier				
Bleachers		six months		
Bridgeview Park				
Picnic Shelter		yearly		Before Events NCFC
Basketball Court		yearly		
Splash Pad		beginning of Each season		

Location/Item	Frequency	Notes	Contracted Services
Restroom Playground	monthly bi yearly	HVAC system repaired; new commercial grade toilets FY22 new sand	Contracted Services
Fit Trail	bi yearly		
Halstead Park	3/3/2023	bottom timbers replaced after Isaias	1/2 stations removed
Fit Stations	bi yearly		
Gazebo	yearly	repairs to structure FY 2021	Safety/structural
Fishing Pier Parking	2 time a year yearly/Handicap 6 months		
Pier	yearly/structural/safety 5 years/ after major storm yearly/Safety/structural yearly		Structural/ Safety NCFC/Kitchen/Hood system FS
Inspection Pier Proper Underwater Inspection Inspection Pier House Camp Sites	yearly		
Pocket Park	yearly		
Saiffish Park	yearly 2 years	one new on order	
Picnic Tables Bulkhead	yearly 2 years		
Sand Dollar Park	yearly 2 years		
Picnic Tables Bulkhead	quarterly	dredge spoil disposal 2019	
Scotch Bonnet Park Levy	yearly yearly		Annual NCFC Contractor Department of Labor Contract Services
Town Hall	State Labor Department yearly/Maintenance		
Structure Roof Elevator HVAC Units	yearly yearly yearly		
796 OBW			
Exterior Interior HVAC Unit	yearly yearly yearly		



Date: April 4, 2023

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

From: Christy Ferguson, Assistant Town Manager 

Re: CAMA Contract CW36000- Hatteras Ramp and Access

The attached contract (attachment 1) is for the Public Beach and Coastal Waterfront Access Grant to construct a public beach access and Hatteras Ramp at the pier. The total contract amount is \$66,985 with the town's match being \$16,746. The attached budget amendment (attachment 2) is to recognize the funds in this year's budget. Any work not completed would be carried over until the next fiscal year.

Suggested Motion: Approve contract and associated budget amendment.

Attachment 1: State Contract
Attachment 2: Budget Amendment

Attachment 1



NORTH CAROLINA
Environmental Quality

ROY COOPER
Governor

ELIZABETH S. BISER
Secretary

March 28, 2023

AMENDMENT NO. 1

AMENDMENT TO GRANT CONTRACT NO. CW36000
BETWEEN THE
TOWN OF HOLDEN BEACH
AND THE
NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

Pursuant to Paragraph 2 of Grant Contract No. CW36000 and the General Terms and Conditions Governmental Entities Clause pertaining to Amendment of Grant Contract No. CW36000, the North Carolina Department of Environmental Quality (the "Department") and the Town of Holden Beach (the "Grantee") mutually agree to change the Account Coding Information.

The Department and the Grantee mutually agree to the following clause change:

From:

- 8. **Total Award Amount.** The total amount of award funds paid by the Department to the Grantee under this Agreement shall not exceed **FIFTY THOUSAND TWO HUNDRED THIRTY-NINE DOLLARS (\$50,239.00)** (the "Total Award Amount"). This amount consists of:

Funding:

Type of Funds	Funding Source	CFDA No.
Receipts	CAMA-PARTF	N/A

Account Coding Information:

Dollars	GL Company	GL Account	GL Center
\$50,239.00	1612	536993	25005J03

Grantee Matching Information:

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

In-Kind	\$
Cash	\$
Cash and In-Kind	\$
Other / Specify:	\$



Grant Contract No. CW36000
 Amendment No. 1
 page 2

c. The Grantee's matching requirement is **\$16,746.00**, which shall consist of:

	In-Kind	\$
X	Cash	\$16,746.00
	Cash and In-Kind	\$
	Other / Specify:	\$

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

Based on the figures above, the total contract amount is **\$66,985.00**.

To:

8. **Total Award Amount.** The total amount of award funds paid by the Department to the Grantee under this Agreement shall not exceed **FIFTY THOUSAND TWO HUNDRED THIRTY-NINE DOLLARS (\$50,239.00)** (the "Total Award Amount"). This amount consists of:

Funding:

Type of Funds	Funding Source	CFDA No.
Receipts	CAMA-PARTF	N/A

Account Coding Information:

Dollars	GL Company	GL Account	GL Center
\$50,239.00	1612	536993	25005J04

Grantee Matching Information:

a. There are no matching requirements from the Grantee.

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

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Other / Specify:	\$

c. The Grantee's matching requirement is **\$16,746.00**, which shall consist of:

	In-Kind	\$
X	Cash	\$16,746.00
	Cash and In-Kind	\$
	Other / Specify:	\$

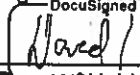


Grant Contract No. CW36000
Amendment No. 1
page 3

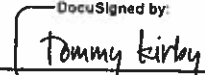
[] d. The Grantee is committing to an additional \$0 to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is **\$66,985.00**.

It is the intent of this amendment to address the provision(s) noted only, and in no way should this amendment be construed to further modify this grant contract. All other terms and conditions remain the same. Please indicate acceptance by your signature below.

DocuSigned by:


Town of Holden Beach

DocuSigned by:


Tommy Kirby, NC DEQ

This amendment when fully executed by all parties will be forwarded to the Grantee.

cc: Mike Christenbury, NC DEQ Division of Coastal Management
NC DEQ Financial Services Division, Accounts Payable Section

ORIGINAL



North Carolina Department of Environmental Quality
217 West Jones Street | 1601 Mail Service Center | Raleigh, North Carolina 27699-1601
919.707.8600

Attachment 2

TOWN OF HOLDEN BEACH

ORDINANCE NO. 23-08

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

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

REVENUES

DESCRIPTION	ACCOUNT #	AMOUNT	ACTION
CAMA GRANT PIER	50.0350.0100	50,239	INCREASE
FUND BALANCE APPROPRIATED	50.0399.0000	16,746	INCREASE
	<u>TOTAL</u>	<u>66,985.00</u>	

EXPENDITURES

DESCRIPTION	ACCOUNT #	AMOUNT	ACTION
441 RENO & REPAIR	50.0710.6102	66,985	INCREASE
	<u>TOTAL</u>	<u>66,985.00</u>	

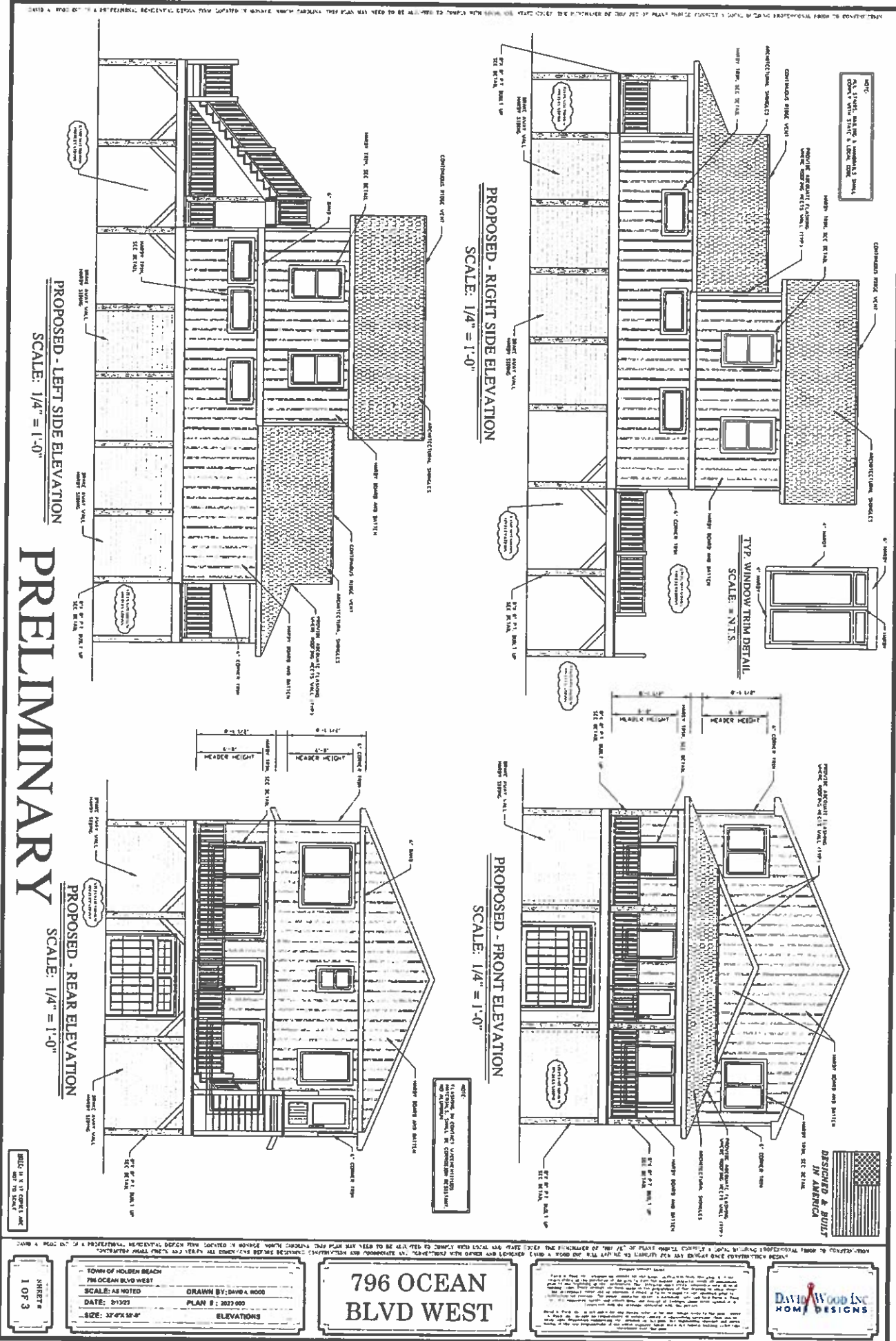
The Town Manager is hereby authorized to effect such administrative actions as necessary to ensure compliance with the Local Government Fiscal Control Act and Governmental Accounting Standards Board.

This amendment is effective the 18th day of April, 2023.

ATTEST:

J. Alan Holden, Mayor

Heather Finnell, Town Clerk



PRELIMINARY

DATE: 01/22/2022
 DRAWN BY: DAVID A. WOOD
 PLAN #: 2022-000
 SHEET # 1 OF 3

TOWN OF HOLDSBACH
 796 OCEAN BLVD WEST
 SCALE: AS NOTED
 DATE: 01/22/2022
 SIZE: 32" X 36" 1/4"

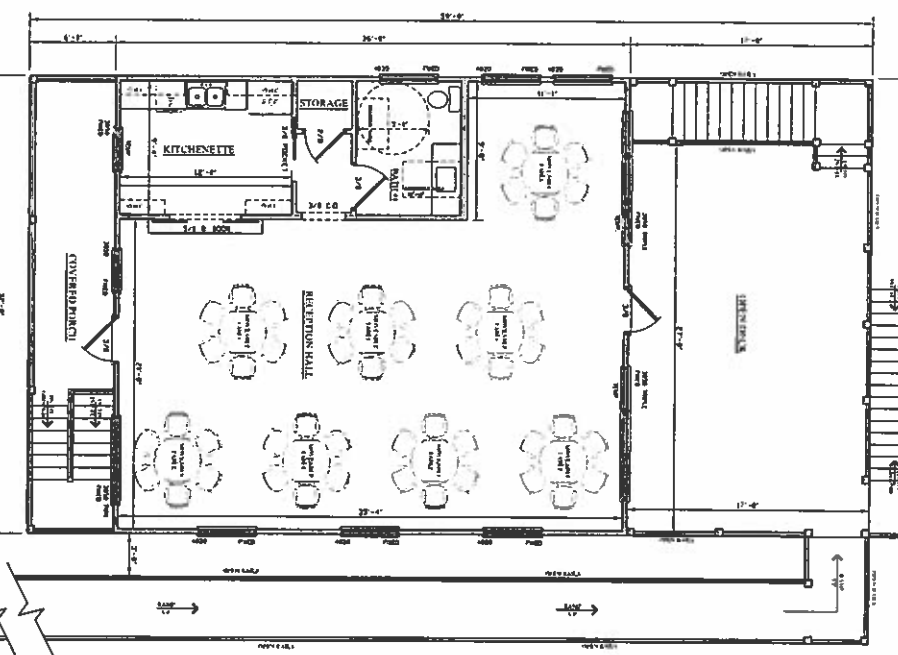
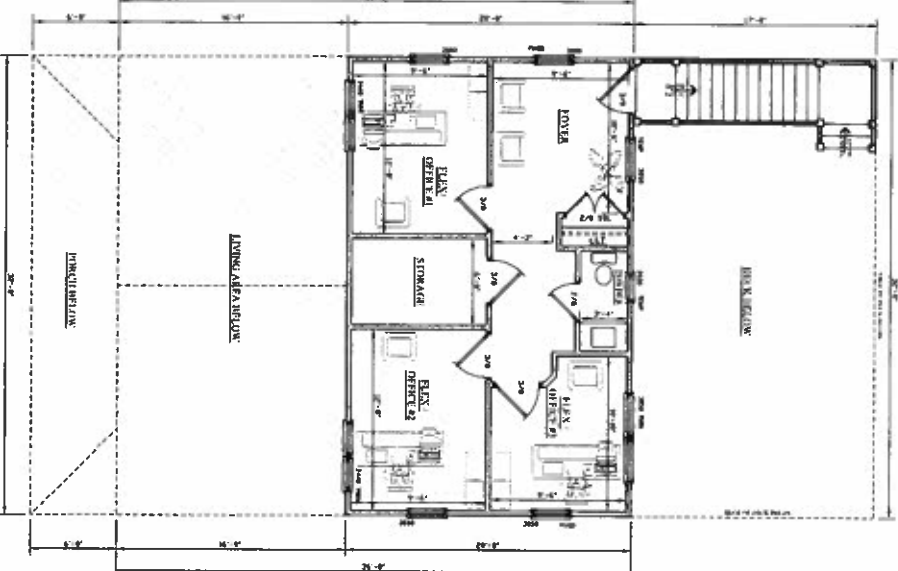
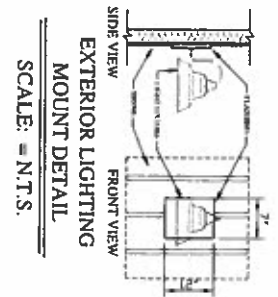
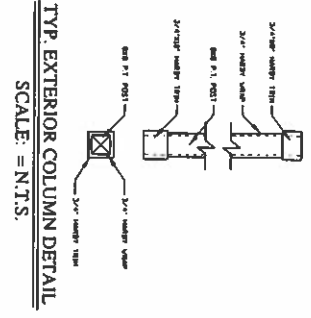
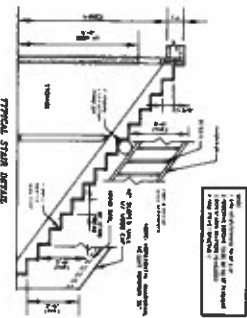
796 OCEAN BLVD WEST

ELEVATIONS

David A. Wood Inc. Home Designs
 10000 S. 10th St., Suite 100, Phoenix, AZ 85042
 Phone: (602) 998-8888
 Email: david@dwdesigns.com



DAVID A. WOOD INC. IS A PROFESSIONAL RESIDENTIAL DESIGN FIRM LOCATED IN MONROE, NORTH CAROLINA. THIS PLAN MAY NEED TO BE ADJUSTED TO COMPLY WITH LOCAL AND STATE CODES. THE FORTGRIFFER OF THIS SET OF PLANS IS THE ARCHITECT'S PROFESSIONAL SEAL TO CERTIFY THAT THE ARCHITECT HAS REVIEWED THE PLANS AND FOUND THEM TO BE IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND CODES. THE ARCHITECT DOES NOT ASSUME RESPONSIBILITY FOR ANY OTHER ASPECTS OF THE PROJECT, SUCH AS ENGINEERING, CONTRACT ADMINISTRATION, OR CONSTRUCTION. ANY QUESTIONS SHOULD BE DIRECTED TO THE ARCHITECT AT THE ADDRESS LISTED ABOVE.



PRELIMINARY

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

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

TOWN OF HOLDEN BEACH
796 OCEAN BLVD WEST
SCALE: AS NOTED
DATE: 01/12/23
SIZE: 32'-0" X 56'-0"

DRAWN BY: DAVID A. WOOD
PLAN #: 2023-000
1ST & 2ND FLOOR PLAN

796 OCEAN BLVD WEST

DESIGNED & BUILT IN AMERICA

DAVID WOOD INC. HOME DESIGNS

REVISIONS
2 OF 3

DAVID WOOD INC. IS A PROFESSIONAL RESIDENTIAL DESIGN FIRM LOCATED IN WASHINGTON STATE. THIS PLAN MAY NEED TO BE ADAPTED TO COMPLY WITH LOCAL AND STATE CODES. THE ARCHITECT OF THIS SET OF PLANS SHALL FURNISH A LOCAL BUILDING PROFESSIONAL PRIOR TO CONSTRUCTION.

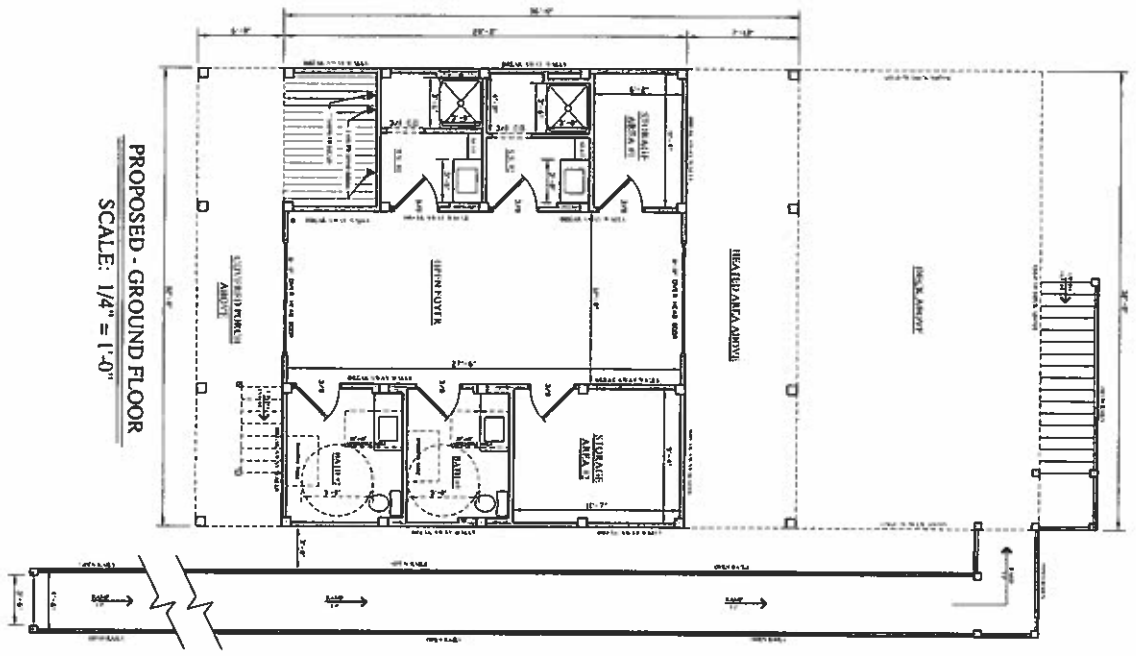
THIS PLAN IS THE PROPERTY OF DAVID WOOD INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF DAVID WOOD INC.

THESE PLANS ARE PRELIMINARY AND NOT TO BE USED FOR CONSTRUCTION. ANY CHANGES TO THESE PLANS MUST BE APPROVED BY DAVID WOOD INC. PRIOR TO CONSTRUCTION.

DAVID WOOD INC. SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THESE PLANS. THE USER OF THESE PLANS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AUTHORITIES.

PRELIMINARY

PROPOSED - GROUND FLOOR
SCALE: 1/4" = 1'-0"



DATE: 11-13-2023
DRAWN BY: DAVID WOOD



DAVID WOOD INC. IS A PROFESSIONAL RESIDENTIAL DESIGN FIRM LOCATED IN WASHINGTON STATE. THIS PLAN MAY NEED TO BE ADAPTED TO COMPLY WITH LOCAL AND STATE CODES. THE ARCHITECT OF THIS SET OF PLANS SHALL FURNISH A LOCAL BUILDING PROFESSIONAL PRIOR TO CONSTRUCTION.

3 OF 3

TOWN OF HOLDEN BEACH	
796 OCEAN BLVD WEST	
SCALE: AS NOTED	DRAWN BY: DAVID WOOD
DATE: 2/1/23	PLAN #: 2023 000
SIZE: 32'-0" X 34'-0"	GROUND FLOOR PLAN

796 OCEAN BLVD WEST

DAVID WOOD INC. IS A PROFESSIONAL RESIDENTIAL DESIGN FIRM LOCATED IN WASHINGTON STATE. THIS PLAN MAY NEED TO BE ADAPTED TO COMPLY WITH LOCAL AND STATE CODES. THE ARCHITECT OF THIS SET OF PLANS SHALL FURNISH A LOCAL BUILDING PROFESSIONAL PRIOR TO CONSTRUCTION.

DAVID WOOD INC.
HOME DESIGNS



Date: April 11, 2023
To: Commissioners and Mayor Holden
From: Chris Clemmons, Public Works Director C.C.
Re: Rooftop Lease Agreement

Dish Wireless has contacted the Town and would like to place equipment on the water tower. Their proposed agreement is in the packets for your review. They are offering the Town \$1,500 per month to place three antennas on the water tower.

ROOFTOP LEASE AGREEMENT

This Rooftop Lease Agreement (the "Agreement") is made and effective as of the date the last Party executes this Agreement (the "Effective Date"), by and between _____, a _____ having a place of business at _____ ("Landlord"), and DISH Wireless L.L.C., a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 ("Tenant," and together with Landlord, the "Parties," each a "Party").

WITNESSETH:

1. Definitions.

"Affiliate(s)" means, with respect to a Party, any person or entity, directly or indirectly, controlling, controlled by, or under common control with such Party, in each case for so long as such control continues. For purposes of this definition, "control" shall mean (i) the ownership, directly or indirectly, or at least fifty percent (50%) of either: (a) the voting rights attached to issued voting shares; or (b) the power to elect fifty percent (50%) of the directors of such entity, or (ii) the ability to direct the actions of the entity. Notwithstanding the preceding, for purposes of this Agreement, EchoStar Corporation and its direct and indirect subsidiaries shall not be deemed to be "Affiliates" of Tenant unless after the Effective Date any such entity qualifies as a direct or indirect subsidiary of DISH Network Corporation.

"Applicable Law" means any applicable federal, state or local act, law, statute, ordinance, building code, rule, regulation or permit, or any order, judgment, consent or approval of any Governmental Authority having jurisdiction over the Parties or this Agreement.

"Governmental Authority" means any: (i) federal, state, county, municipal, tribal or other local government and any political subdivision thereof having jurisdiction over the Parties or this Agreement; (ii) any court or administrative tribunal exercising proper jurisdiction, or (iii) any other governmental, quasi-governmental, self-regulatory, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity of competent jurisdiction.

"Installation" means the installation of Tenant's Equipment on the Premises.

"Permitted Modifications" means adding, removing, replacing, upgrading, or modifying Tenant's Equipment within the Premises.

"Structure" means that certain structure of which the Premises are a part.

2. Premises, Term, Rent and Contingencies.

2.1 **Premises.** Landlord is the owner of the Property located at [INSERT SITE ADDRESS], as more particularly described in Exhibit A ("Property"), attached to and incorporated herein. In consideration of the obligations of Landlord and Tenant set forth herein, Landlord leases to Tenant, and Tenant hereby leases from Landlord: (i) approximately _____ square feet of space for the installation, use, operation, modification, repair, replacement, monitoring and maintenance of antennas, radios and/ or nodes (the "Antenna Space"); (ii) approximately _____ square feet of space for the installation, use, operation, modification, repair, replacement, monitoring and maintenance of communications equipment (the "Equipment Space"); and (iii) additional space within and on the Structure and/or the roof of the Structure for the installation, use, operation,

Site Number:

1

Market:

Lease Version: 2.0

Confidential & Proprietary

modification, repair, replacement, monitoring and maintenance of wires, cables, fiber/T-1, conduits, pipes running between and among the Equipment Space, Antenna Space and/or public right of way, and to all necessary electrical, fiber and telephone utility sources located within the Structure or on the Property (the "Cable Space"). The Antenna Space, the Equipment Space and the Cable Space are collectively referred to as the "Premises" and are depicted on the site plan attached hereto and incorporated herein as Exhibit B. Tenant shall have the right, but not the obligation, to prepare a survey of the Property, Structure, Antenna Space, Equipment Space, and Cable Space, and said survey may, at Tenant's election, replace Exhibit B, and shall control in the event of any discrepancies between the survey and Exhibit B. Landlord also grants to Tenant: (a) the right to use any fiber installed at the Property to support Tenant's Installation, if available for Tenant's use; (b) a utility easement running from the nearest public right of way to the Premises to the extent necessary to serve Tenant's Installation, in Tenant's sole determination, and promptly following Tenant's request therefor; and (c) the right to install services such as fiber or power, on, through, over and/or under the Property in available conduit. Landlord agrees that independent third party providers of utility services, including, but not limited to, fiber, may utilize the above-referenced easement and conduit for the installation of lines, equipment, and all necessary appurtenances, without the execution of any further documentation. However, if required by Tenant or any such third party provider, Landlord agrees to execute a separate recordable document or other reasonable documentation evidencing such rights without the payment of additional consideration. If the existing utility sources located within the Structure or on the Property are insufficient for Tenant's Permitted Use, Landlord agrees to grant Tenant and/or the applicable third party utility provider the right, at Tenant's sole cost and expense, to install such utilities on, over and/or under the Property and through the Structure as is necessary for Tenant's Permitted Use, provided that the location of such utilities shall be mutually agreed upon by Landlord and Tenant prior to the commencement of installation thereof. Further, Landlord agrees to grant additional space to Tenant for radio frequency signage and barricades if required by Applicable Law.

2.2 **Term.** This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the "Initial Term") will commence on the first (1st) day of the month following the commencement of Tenant's Installation (the "Commencement Date"), and will expire on the last day of the month that is sixty (60) months after the Commencement Date unless terminated sooner, renewed or extended as provided herein. The Initial Term shall automatically be extended for up to four (4) additional five (5) year terms (each 5-year term, a "Renewal Term") unless Tenant elects, in Tenant's sole and absolute discretion, to terminate the lease at the end of the then-current term by giving Landlord written Notice at least ninety (90) days prior to the end of the then-current term. The Parties agree this Agreement constitutes a binding and valid obligation of each Party as of the Effective Date, subject to the Contingencies (as defined in Section 2.4 below). The Initial Term and any applicable Renewal Term(s) may be referred to collectively as the "Term".

2.3 **Rent.** Beginning on the Commencement Date, annual rent for the Premises shall be due from Tenant to Landlord at a total annual amount of _____ and 00/100 Dollars (\$____.00) ("Rent"), to be paid in equal monthly installments. Tenant and Landlord agree that the first Rent payment shall be made within ninety (90) business days of the Commencement Date, with subsequent rent payable by the fifth day of each month. Payments shall be delivered to the address designated by Landlord in Section 12.11, or by electronic payment to the extent that Landlord provides required documentation for electronic payment. Tenant shall require receipt of a validly completed IRS approved W-9 form (or its equivalent) prior to paying any Rent or any other amount(s) due under this Agreement.

2.4 **Contingencies.** The Parties acknowledge and agree that Tenant's ability to use the Premises is contingent upon Tenant obtaining each of the following: (a) a satisfactory building structural analysis showing that the Structure is suitable for Tenant's Permitted Use ("Structural Analysis"); and (b) all certificates, permits, approvals and other authorizations that may be required by any Governmental Authority in accordance with

Site Number:

2

Market:

Lease Version: 2.0

Confidential & Proprietary

Applicable Law (collectively, the "Governmental Approvals"). Landlord hereby authorizes Tenant, at Tenant's sole cost and expense, to file and submit for Governmental Approvals. Landlord shall: (x) cooperate with Tenant in Tenant's efforts to obtain such Governmental Approvals; (y) promptly execute and deliver any and all documents necessary to obtain and maintain Government Approvals; and (z) take no action that would adversely affect Tenant's ability to obtain and/or maintain the Governmental Approvals. Prior to the Commencement Date, if: (i) a Structural Analysis shows that the Structure is not suitable for Tenant's Permitted Use; (ii) any application for Governmental Approvals is rejected, conditioned, materially delayed or otherwise not approved for any or no reason; or (iii) Tenant determines, in Tenant's sole and absolute discretion, that such Governmental Approvals cannot be obtained in a timely and commercially reasonable manner, then, following the occurrence of any of the events set forth in clauses (i) through (iii) (collectively, the "Contingencies"), Tenant shall have the right to terminate this Agreement immediately upon Notice to Landlord and without penalty or further obligation to Landlord, its employees, officers, agents or lenders. If, following the Commencement Date, and through no fault of Tenant, any Governmental Approval issued to Tenant is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable Governmental Authority, then Tenant shall have the right to terminate this Agreement upon ninety (90) days' Notice to Landlord without penalty or further obligation to Landlord, its employees, officers, agents or lenders.

3. Use, Access and Modifications to Tenant's Equipment.

3.1 Tenant's Permitted Use. Landlord agrees that Tenant may use the Premises for the purpose of the installation, operation, maintenance, upgrade, removal, and management of a telecommunications facility, including, without limitation, equipment designed to transmit and receive radio frequency signals) (collectively, "Tenant's Equipment"), which shall include the right, subject to Section 3.3 below, to replace, repair, add, or otherwise modify Tenant's Equipment or any portion thereof and the frequencies over which Tenant's Equipment operates ("Tenant's Permitted Use").

3.2 Access. Commencing on the Effective Date and continuing throughout the Term, Tenant, its employees, agents and contractors shall have unrestricted access from the public right-of-way to the Premises 24 hours per day, 7 days per week and at no additional cost or expense to Tenant.

3.3 Modifications to Tenant's Equipment. After Tenant's initial Installation, Tenant may make Permitted Modifications, including those which allow Tenant to: (i) modify or add additional technologies; and (ii) modify or add equipment within the Premises; in either case, without incurring any increase in the then-current Rent, or other modification of the terms and conditions set forth in this Agreement, provided that the new equipment does not trigger or cause a material adverse effect on the structural integrity or loading of the roof of the Structure. For any modification or addition that is not a Permitted Modification, Tenant shall seek Landlord's approval of Tenant's installation plans and specifications prior to commencing any such addition or modification.

4. Utilities, Liens and Taxes.

4.1 Utilities. Tenant may utilize and make reasonable modifications to the Structure's electrical system to accommodate the electrical requirements of Tenant's Equipment, at Tenant's sole cost and expense. Tenant may have its own utility meter installed in a mutually agreed upon location. If separate metering is not commercially reasonable, then Tenant may install a utility sub meter on Landlord's main utility meter, which Landlord shall read and bill to Tenant on a monthly basis (without mark-up) for Tenant's utility consumption and provide Tenant with documentation to substantiate all invoiced amounts. Tenant's actual utility usage charges shall be paid by Tenant

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to Landlord (each without mark-up) within sixty (60) days following Tenant's receipt of an undisputed invoice and documentation substantiating all invoiced amounts.

4.2 **Liens.** Tenant will use commercially reasonable efforts to prevent any lien from attaching to the Structure or any part thereof. If any lien is filed purporting to be for labor or material furnished or to be furnished at the request of Tenant, then Tenant shall do all acts necessary to discharge such lien by payment, satisfaction or posting of bond within ninety (90) days of receipt of Notice of the same from Landlord; provided, that Tenant may contest any such lien if Tenant provides Landlord with cash or a letter of credit in the amount of said lien as security for its payment within such ninety (90) day period, and thereafter diligently contests such lien. In the event Tenant fails to deposit the aforementioned security with Landlord and fails to pay any lien claim after entry of final judgment in favor of the claimant, then Landlord shall have the right to expend all sums reasonably necessary to discharge the lien claim.

4.3 **Taxes.** Landlord shall pay all taxes, including but not limited to, ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes that are assessed upon the Property during the Term. If any such tax or excise is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the taxing authority. Tenant shall be liable for all taxes against Tenant's personal property or Tenant's fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant. Landlord shall reasonably cooperate with Tenant, at Tenant's expense, in any appeal or challenge to Taxes. If, as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by Landlord for any Taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment. If Tenant does not have the standing rights to pursue a good faith and reasonable dispute of any Taxes under this section, Landlord will pursue such dispute at Tenant's sole cost and expense upon written request of Tenant.

5. Interference and Relocation of Tenant's Equipment.

5.1 **Interference.** Tenant agrees to use commercially reasonable efforts to ensure that Tenant's Equipment does not cause measurable Interference (as defined below) with any equipment installed at the Structure as of the Effective Date. Following the Effective Date, Landlord agrees not to install or to permit others to install any structure or equipment, which could block or otherwise interfere with any transmission or reception by Tenant's Equipment ("Interference"). If Interference continues for a period more than forty-eight (48) hours following a Party's receipt of notification thereof, Landlord shall cause any interfering party to cease operating, and/or relocate, the source of Interference, or to reduce the power sufficiently to minimize the Interference until such Interference can be remedied. The Parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of this Section 5.1, and therefore either Party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

6. Maintenance and Repair Obligations.

6.1 **Landlord Maintenance of the Structure.** Landlord represents and warrants that, as of the Effective Date, the Structure, the Structure's systems and all structural elements of the Structure are in compliance with Applicable Law. Throughout the Term, Landlord shall maintain, at its sole cost and expense, the Structure and the Property (but not Tenant's Equipment located thereon) in good operating condition and in compliance with Applicable Law. The Parties acknowledge and agree that Landlord shall not have any obligation to maintain, repair or replace Tenant's Equipment except to the extent required due to the acts and/or omissions of Landlord, Landlord's agents, contractors or other tenants of the Structure. Landlord agrees to safeguard

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Tenant's Equipment with the same standard of care it uses to protect its own property, but in no event less than reasonable care. In addition, Tenant may take all actions necessary, in Tenant's reasonable discretion, to secure and/or restrict access to Tenant's Equipment.

6.2 Tenant Maintenance of Tenant's Equipment. Tenant assumes sole responsibility for the maintenance, repair and/or replacement of Tenant's Equipment, except as set forth in Section 6.1. Tenant agrees to perform all maintenance, repair or replacement of Tenant's Equipment ("Tenant Maintenance") in accordance with Applicable Law, and in a good and workmanlike manner. Tenant acknowledges and agrees that Tenant shall not be permitted to conduct Tenant Maintenance in a manner that would materially increase the size of the Premises.

7. Surrender and Hold Over.

7.1 Surrender. Except as set forth to the contrary herein, within ninety (90) days following the expiration or earlier termination of the Term of this Agreement (including any period(s) of renewal or extension) (the "Equipment Removal Period") in each case in accordance with the terms of this Agreement, Tenant will surrender the Premises to Landlord in a condition similar to that which existed on the Effective Date, normal wear and tear excepted. The Parties acknowledge and agree that Rent will not accrue during the Equipment Removal Period, provided, however, that if Tenant fails to remove Tenant's Equipment during the Equipment Removal Period, Tenant will be deemed to be in Hold Over (as defined in Section 7.2 below) until such time as Tenant removes Tenant's Equipment from the Premises. Nothing herein, however, shall prohibit Tenant from accessing the Premises of removing all or any portion of Tenant's Equipment from the Premises at any time during the Term or the Equipment Removal Period.

7.2 Hold Over. If Tenant occupies the Premises beyond the Equipment Removal Period without Landlord's written consent ("Hold Over"), Tenant will be deemed to occupy the Premises on a month-to-month basis, terminable by either Party on thirty (30) days' written Notice to the other Party, and all of the terms and provisions of this Agreement shall be applicable during that period, except that Tenant shall pay Landlord a rental equal to the then current monthly Rent applicable hereunder at the expiration of the Term or applicable Renewal Term, prorated for the number of days of such hold over.

8. Default, Remedies and Termination.

8.1 Default. If any of the following events occur during the Term (each a "Default"), then the non-Defaulting Party may elect one or more of the remedies set forth below in this Section 8 or seek any other remedy available at law or in equity: (a) a Party's failure to make any payment required by this Agreement within thirty (30) days after such Party's receipt of written Notice from the other Party of such failure to pay; (b) failure by either Party to observe or perform any of the covenants or other provisions of this Agreement to which either Party is bound by this Agreement where such failure: (1) continues for a period of thirty (30) days after written Notice thereof from the non-defaulting Party, provided, however, that if the event for which the Notice is given is of a nature that may not be reasonably cured within said thirty (30) day period, then such Party shall not be in default for so long as such Party commences to cure the failure within the thirty (30) day period and diligently pursues it to conclusion; and/or (2) based upon Tenant's reasonable determination, materially affects Tenant's ability to transmit or receive wireless communications signals to or from the Premises; (c) either Party files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors; and/or (d) involuntary

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proceedings under any such bankruptcy law or insolvency act or for the dissolution of either Party are instituted against either Party, or a receiver or trustee is appointed for all or substantially all of the property of either Party, and such proceeding is not dismissed, or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

8.2 **Remedies.** Upon the occurrence of any uncured Event of Default, the non-defaulting Party may thereafter terminate this Agreement immediately upon written Notice to the other Party without prejudice to any other remedies the non-defaulting Party may have at law or in equity.

8.3 **Termination.** Further, Tenant shall have the right, but not the obligation, to terminate this Agreement without further liability upon thirty (30) days prior written Notice to Landlord due to any one or more of the following: (i) changes in Applicable Law which prohibit or adversely affect Tenant's ability to operate Tenant's Equipment at the Premises; (ii) Tenant, in its sole discretion, determines that Tenant's Permitted Use of the Premises is obsolete or unnecessary; (iii) Landlord or a third party installs any structure, equipment, or other item on the Structure, Property or an adjacent property, which blocks, hinders, limits, or prevents Tenant from being able to use the Tenant Equipment for Tenant's Permitted Use; (iv) with six (6) months' prior notice to Landlord, upon the annual anniversary of the Commencement Date; or (v) at any time before the Commencement Date at Tenant's sole discretion.

9. Limitation of Liability and Indemnification.

9.1 **Limitation of Liability.** EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH BELOW IN THIS SECTION 9, NEITHER PARTY NOR ANY OF ITS AGENTS, CONTRACTORS OR EMPLOYEES, SHALL BE LIABLE TO THE OTHER PARTY OR ANY PERSON CLAIMING THROUGH THAT PARTY FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CLAIMS CAUSED BY OR RESULTING FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THAT PARTY, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

9.2 **Tenant's Indemnity.** Except to the extent caused by the breach of this Agreement by Landlord or the acts or omissions of Landlord, its officers, agents, employees, contractors, or any other person or entity for whom Landlord is legally responsible, Tenant shall defend, indemnify and hold Landlord and its officers, directors, shareholders, employees, agents and representatives ("Landlord's Representatives") harmless from and against any and all claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) (individually or collectively, a "Claim") arising directly or indirectly out of: (i) any act or omission of Tenant, its officers, agents, employees, contractors, or any other person or entity for whom Tenant is legally responsible ("Tenant's Representatives"); or (ii) a breach of any representation, warranty or covenant of Tenant contained or incorporated in this Agreement.

9.3 **Landlord's Indemnity.** Except to the extent caused by the breach of this Agreement by Tenant or the acts or omissions of Tenant, its officers, agents, employees, contractors, or any other person or entity for whom Tenant is legally responsible, Landlord shall defend, indemnify and hold Tenant, its officers, directors, shareholders, employees, agents and representatives harmless from and against any and all Claims arising directly or indirectly out of: (i) any act or omission of Landlord, its officers, agents, employees, contractors or any other person or entity for whom Landlord is legally responsible; (ii) a breach of any representation, warranty or covenant of Landlord contained or incorporated in this Agreement; and/or (iii) the generation, possession, use, storage, presence, release, spill, treatment, transportation, manufacture, refinement, handling, production and/or disposal of Hazardous Substances in, on, about, adjacent to, under or near the Premises, the Structure and/or the Property, and/or any contamination of the Premises, the Structure and/or the Property by any Hazardous Substance, but only to the extent not caused by Tenant or its employees, agents, customers/invitees or

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contractors.

9.4 **Indemnification Procedure.** The Party seeking indemnification (the "Indemnified Party") shall promptly send Notice to the Party from whom indemnification is being sought (the "Indemnifying Party") of the claim or suit for which indemnification is sought. The Indemnified Party shall not make any admission as to liability or agree to any settlement of or compromise any claim without the prior written consent of the Indemnifying Party. The Indemnified Party shall, at the Indemnifying Party request and expense, give the Indemnifying Party all reasonable assistance in connection with those negotiations and litigation.

10. Insurance.

10.1 **Landlord Obligations.** Throughout the Term, Landlord shall maintain, at Landlord's sole cost and expense, the following insurance coverage Commercial General Liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. All such policies shall be endorsed to include Tenant as an additional insured. Subject to the policy minimums set forth above in this Section 10.1, the insurance required of Landlord hereunder may be maintained by a blanket or master policy that includes properties other than the Property.

10.2 **Tenant Obligations.** Throughout the Term, Tenant shall maintain, at Tenant's sole cost and expense, the following insurance coverage: (i) workers' compensation insurance with no less than the minimum limits required by Applicable Law; (ii) employer's liability insurance with such limits as required by Applicable Law; and (iii) Commercial General Liability with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. All such policies shall be endorsed to include Landlord as additional insured.

10.3 **Insurance Requirements.** All policies required by this Section 10 shall be issued by insurers that are (1) licensed to do business in the state in which the Property and/or Structure are located, and (2) rated A- or better by Best's Key Rating Guide.

10.4 **Waiver of Subrogation.** To the fullest extent permitted by law, Landlord and Tenant for themselves and any and all parties claiming under or through them, including, without limitation, their respective insurers, hereby mutually release and discharge each other and the other's Affiliates, and their respective officers, directors, shareholders, agents, employees, contractors, and/or any other person or entity for whom a Party is legally responsible from any claims for damage to any person or to the Premises or any other real or personal property that are or are claimed to have been caused by or result from risks insured against under any insurance policies carried by the waiving party and in force at the time of such damage and hereby waive any right of subrogation that might otherwise exist in or accrue to any person on account thereof. All policies required to be carried by either Party herein shall contain an endorsement in favor of the other Party waiving the insurance company's right of subrogation against such other Party. THIS RELEASE SHALL APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED BY THE FAULT OR NEGLIGENCE OF A PARTY HERETO OR BY ANY PERSON FOR WHICH SUCH PARTY IS RESPONSIBLE. EACH PARTY AGREES TO NOTIFY ITS INSURANCE CARRIER(S) OF THIS PROVISION.

11. **Representations and Warranties.** Landlord represents, warrants and covenants that: (a) Landlord has the right and authority to execute and perform this Agreement; (b) there are no liens, judgments or other title matters materially and adversely affecting Landlord's title to the Property; (c) there are no covenants, easements or restrictions that prevent the use of the Premises for Tenant's Permitted Use; (d) the Structure and the Premises are in good repair and suitable for Tenant's Permitted Use; (e) in the event a third party other than Landlord owns or controls any rights to, or Landlord subleases any portion of the Property and/or Structure, Landlord has obtained all rights necessary to enter into this Agreement; and (f) Landlord has not and shall not cause, knowingly

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permit or, fail to remediate in accordance with Applicable Law (at Landlord's sole cost and expense) any hazardous substance (as such phrase is defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC §9601 et seq. ("Hazardous Substance")) to be placed, stored, treated, released, spilled, transported or disposed of on, under, at or from the Property and/or Structure in violation of any applicable environmental laws during the term of this Agreement. Landlord understands and agrees that notwithstanding anything contained in this Agreement to the contrary, in no event shall Tenant have any liability whatsoever with respect to any Hazardous Substance that was on, about, adjacent to, under or near the Structure prior to the Effective Date, or that was generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Property and/or Structure by: (1) Landlord, its agents, employees, contractors or invitees; or (2) any third party who is not an employee, agent, contractor or invitee of Tenant.

12. Miscellaneous.

12.1 Assignment. Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written approval of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either Party may assign or transfer some or all of its rights and/or obligations under the Agreement to: (i) an Affiliate; (ii) a successor entity to its business, whether by merger, consolidation, reorganization, or by sale of all or substantially all of its assets or stock; (iii) any entity in which a Party or its Affiliates have any direct or indirect equity investment; and/or (iv) any other entity directly or indirectly controlling, controlled by or under common control with any of the foregoing, and in each case, such assignment, transfer or other such transaction shall not be considered an assignment under this Section 12.1 requiring consent and the non-assigning Party shall have no right to delay, alter or impede such assignment or transfer.

12.2 Rights Upon Sale of Property or Structure. Should Landlord, at any time during the Term, sell or transfer all or any part of the Property or the Structure to a purchaser other than Tenant, such transfer shall be subject to this Agreement and Landlord shall require any such purchaser or transferee to recognize Tenant's rights under the terms of this Agreement in a written instrument signed by Landlord and the third party transferee. In the event that Landlord completes any such transfer without executing such a written instrument, then Landlord shall not be released from its obligations to Tenant under this Agreement, and Tenant shall have the right to look to Landlord and the third party for the full performance of this Agreement. In addition to, and not in limitation of the preceding, in the event the Landlord sells or transfers either its rights in all or any portion of the Premises or Landlord's right to the receive the Rent (and other payments) derived from the Premises under this Agreement, in either case separate from the underlying Structure and/or Property, to any third party who is not an Affiliate of Landlord, then prior to any such sale or transfer Landlord shall first provide Tenant with a right of first refusal ("ROFR") to acquire such right(s). In order to evaluate the terms and conditions offered to Landlord by such third party Landlord shall provide Tenant with a full, complete and unredacted copy thereof and Tenant shall have thirty (30) days from receipt thereof to elect to exercise its ROFR; provided that Tenant's exercise of the ROFR shall be on the same terms and conditions as offered to Landlord by such third party (except as may be mutually agreed upon to the contrary).

12.3 Subordination and Non-Disturbance. This Agreement shall be subordinate to any mortgage, deed of trust, or other security agreement (each a "Mortgage") by Landlord which, from time to time, may encumber all or part of the Property; provided, however, the lender under every such Mortgage shall, in the event of a foreclosure of Landlord's interest, recognize the validity of this Agreement and Tenant's right to remain in occupancy of and have access to the Premises, as long as no Event of Default by Tenant exists under this Agreement. If the Property is encumbered by a Mortgage as of the Effective Date, then Landlord shall, promptly following Tenant's request, obtain and furnish to Tenant a non-disturbance agreement, in recordable form, for

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each such Mortgage. If Landlord defaults in any payment or other performance obligations under any Mortgage encumbering the Property, Tenant may, at its option (but without any obligation), cure or correct such default and, upon doing so, Tenant may offset the full amount against any Rent or other amount owed by Tenant to Landlord under this Agreement.

12.4 **Condemnation.** If all or any portion of the Premises is condemned, taken by a Governmental Authority or otherwise appropriated by the exercise of the right of eminent domain or a deed or conveyance in lieu of eminent domain (each, a "Taking"), either Party hereto shall have the right, but not the obligation, to terminate this Agreement immediately upon Notice to the other Party. If either Party elects to terminate this Agreement, the Rent set forth herein shall be abated, and Tenant's liability therefor will cease as of the date of such Taking, this Agreement shall terminate as of such date, and any prepaid rent shall be returned to Tenant. If this Agreement is not terminated as herein provided, then it shall continue in full force and effect, and Landlord shall, within a reasonable time after possession is physically taken by the condemning authority restore the remaining portion of the Premises to render it reasonably suitable for the uses permitted by this Agreement and the Rent shall be proportionately and equitably reduced. Notwithstanding the foregoing, Landlord shall not be obligated to expend an amount greater than the proceeds received from the condemning authority less all expenses reasonably incurred in connection therewith (including attorneys' fees) for the restoration. All compensation awarded in connection with a Taking shall be the property of Landlord, provided that if allowed under Applicable Law, Tenant may apply for and keep as its property a separate award for (i) the value of Tenant's leasehold interest; (ii) the value of Tenant's Equipment or other personal property of Tenant; (iii) Tenant's relocation expenses; and (iv) damages to Tenant's business incurred as a result of such Taking.

12.5 **Recording.** If requested by Tenant, Landlord and Tenant agree to execute a Memorandum of Lease that Tenant may record, at Tenant's sole cost and expense, with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only, and bears no reference to commencement of either the Term or rent payments of any kind.

12.6 **Force Majeure.** Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other Party for nonperformance or delay in performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including, without limitation, strikes, lockouts, pandemics, labor troubles, acts of God, accidents, technical failure governmental restrictions, insurrections, riots, enemy act, war, civil commotion, fire, explosion, flood, windstorm, earthquake, natural disaster or other casualty ("Force Majeure"). Upon the occurrence of a Force Majeure condition, the affected Party shall immediately notify the other Party with as much detail as possible and shall promptly inform the other Party of any further developments. Immediately after the Force Majeure event is removed or abates, the affected Party shall perform such obligations with all due speed. Neither Party shall be deemed in default of this Agreement to the extent that a delay or other breach is due to or related to a Force Majeure event. A proportion of the Rent herein reserved, according to the extent that such Force Majeure event shall interfere with the full enjoyment and use of the Premises, shall be suspended and abated from the date of commencement of such Force Majeure event until the date that such Force Majeure event subsides. If such Force Majeure event prevents the affected Party from performing its obligations under this Agreement, in whole or in part, for a period of forty-five (45) or more days, then the other Party may terminate this Agreement immediately upon Notice to the affected Party.

12.7 **Successors and Assigns.** The respective rights and obligations provided in this Agreement shall bind and shall continue to apply for the benefit of the Parties hereto, their legal representative, heirs, successors and permitted assigns. No rights however, shall continue to apply for the benefit of any assignee, unless such assignment was made in accordance with Section 12.1 of this Agreement.

Commented [HC1]: I have mixed feelings on this one. We are getting a lot of Landlord pushback on working with their Lenders to get SNDAs, and I know this is going to invite additional discussion/potentially slow down negotiations with some Landlords. Question: Were you ever aware of VZW using this right? Does it really give us something we would utilize or is it kind of unnecessarily additive? Would DISH really pay off a Lender on a building in the event of a Landlord default?

12.8 Governing Law and Construction. This Agreement shall be construed, governed and enforced in accordance with the laws of the state in which the Premises is located. The section and paragraph headings contained in this Agreement are solely for reference purposes, and shall not affect in any way the meaning or interpretation of this Agreement.

12.9 Severability. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision. If a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, such provision shall be construed by limiting and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and conditions of this Agreement shall not be affected by such alteration, and shall remain in full force and effect.

12.10 Waiver; Remedies. It is agreed that, except as expressly set forth in this Agreement, the rights and remedies herein provided in case of Default or breach by either Landlord or Tenant are cumulative and shall not affect in any manner any other remedies that the non-breaching Party may have by reason of such default or breach. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein, at law, in equity or otherwise. In addition to, and not in limitation of, the preceding, the Parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of Section 5, and therefore either Party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

12.11 Notice. All notices or requests that are required or permitted to be given pursuant to this Agreement must be given in writing by certified US mail (postage pre-paid) with return receipt requested or by courier service (charges prepaid, to the party to be notified, addressed to such party at the address(es) or email address(es) set forth below, or such other address(es), email address(es) or fax number(s) as such Party may have substituted by written notice (given in accordance with this Section 12.11) to the other Party ("Notice"). The sending of such Notice to the proper email address (in the case of email transmission) or the receipt of such Notice (in the case of delivery by first-class certified mail or by courier service) will constitute the giving thereof.

If to be given to Landlord:

[Insert Landlord Entity]

Attn: [Redacted]

If by courier service:

[Redacted]

If by first-class certified mail:

[Redacted]

If by email:

Email address: [Redacted]

If to be given to Tenant:

DISH Wireless L.L.C.

Attn: Lease Administration

5701 South Santa Fe Blvd.

Littleton, Colorado 80120

12.12 Entire Agreement. This Agreement sets forth the entire, final and complete understanding between the Parties hereto regarding the subject matter of this Agreement, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, regarding the subject matter of this Agreement made or existing before the date of this Agreement. Except as expressly provided by this Agreement, no waiver

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or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by both Parties. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.

12.13 Compliance with Law. Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the term of this Agreement, a Renewal Term or any extension of either of the foregoing.

12.14 Counterparts. This Agreement may be executed in any number of identical counterparts and, if so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, Landlord and Tenant agree to exchange original signed counterparts in their possession.

12.15 Attorneys' Fees. If an action is brought by either Party for breach of any covenant and/or to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to recover its costs, expenses and reasonable attorneys' fees, both at trial and on appeal, in addition to all other sums allowed by law.

12.16 Incorporation of Exhibits. All exhibits referenced herein and attached hereto are hereby incorporated herein in their entirety by this reference.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

LANDLORD:

{INSERT LANDLORD ENTITY}

By: _____

Name: _____

Its: _____

Date: _____

TENANT:

DISH WIRELESS L.L.C.

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[To be inserted prior to execution]

EXHIBIT B

SITE PLAN

[To be inserted prior to execution]



Date: April 12, 2023
To: Commissioners and Mayor Holden
From: Daniel McRainey, Finance Officer
Re: NC Cooperative Liquids Assets Securities System

The town wishes to move a portion of funds from an underperforming money market account into the North Carolina Cooperative Liquid Assets Securities System (North Carolina CLASS) which is a very safe AAA rated and liquid investment pool for local governments. The attached resolution and joinder agreement must be signed for the town to move forward.



North Carolina Cooperative Liquid Assets Securities System

What is North Carolina CLASS?

North Carolina Cooperative Liquid Assets Securities System (North Carolina CLASS) is a commingled investment pool established by interlocal agreement in accordance with North Carolina law permitting Local Government Units to pool idle funds in order to invest such funds and earn interest in accordance with, and as permitted by, the provisions of the N.C.G.S. Section 159-30 or other laws of the State of North Carolina governing the investment of monies of a Local Government Unit. The North Carolina CLASS was organized in 2023 and provides a professionally managed investment program. Funds of the Participants are invested in prime or high-grade, short-term fixed income instruments selected with the goal of providing program safety, liquidity, and competitive rates of return as further defined by the North Carolina CLASS Information Statement.

Who oversees and manages North Carolina CLASS?

Investments made on behalf of the Participants are subject to the overall direction of the North Carolina CLASS Board of Trustees which is comprised of public finance professionals who represent North Carolina local government units that participate in North Carolina CLASS. The Board of Trustees has entered into an Investment Advisor and Administrator Agreement with Public Trust Advisors, LLC. Public Trust is responsible to the Board for all program investment and administrative activities as well as many of the services provided on behalf of the Participants.

How can you participate in North Carolina CLASS?

Enrolling in North Carolina CLASS is simple. After reading the Interlocal Agreement, Indenture of Trust, and Information Statement available at www.ncclass.com, follow these steps:

- 1 Pass a resolution authorizing participation in North Carolina CLASS (a model resolution is provided in the registration packet for your convenience).
- 2 Complete the registration packet that includes a Joinder Agreement to the Interlocal Agreement.
- 3 Submit the above items to the North Carolina CLASS Client Service team for processing at clientservices@ncclass.com.
- 4 Upon review and approval, you will receive confirmation that you have been accepted as a North Carolina CLASS Participant.

NORTH CAROLINA CLASS FEATURES

As a North Carolina CLASS Participant, you have access to many convenient features:

- Same-day availability of funds (12:00 p.m. ET cut-off)
- Deposits by wire or ACH
- Professionally managed portfolio
- Competitive daily yields
- Unlimited subaccounts
- No minimum balance requirements
- No transaction fees*
- Dedicated client service representatives available via phone, fax, or email on any business day
- Audited annually by an independent auditing firm**
- Direct deposit of state payments

*You may incur fees associated with wires and/or ACH transactions by your bank, but there will be no transaction fees charged from North Carolina CLASS for such transactions. **External audits may not catch all instances of accounting errors and do not provide an absolute guarantee of accuracy.



What are the objectives of North Carolina CLASS?

Safety

The primary investment objective of North Carolina CLASS is the safety of public funds. The North Carolina CLASS portfolio is professionally managed by a team of investment professionals who are solely focused on the management of public funds nationwide. The North Carolina CLASS has earned S&P Global Ratings' highest money market rating, 'AAAm.' The custodian for all North Carolina CLASS investment holdings is Fifth Third Bank, N.A.

Liquidity

When you invest with North Carolina CLASS, you have access to your funds on any business day. You must notify North Carolina CLASS of your transaction requests by 12:00 p.m. ET via the North Carolina CLASS Participant Portal. By offering daily liquidity, we provide you with the flexibility you need to meet your daily cash needs.

Convenience

To make cash management simple and efficient, North Carolina CLASS includes many features that make it easy to access account information and simplify record keeping. Participants may make account transactions on any business day via the North Carolina CLASS Online Transaction Portal at www.ncclass.com. Our dedicated Client Service team is available to assist you with your unique

investment needs and can be reached by email at clientservices@ncclass.com or by phone number at (866) 200-3536.

Flexibility

You may establish multiple North Carolina CLASS accounts to track and parallel your own internal fund accounting structures. You will receive email notification of the availability of your comprehensive monthly statement. Statements show all of your transaction activity, interest postings, and rate summaries. These statements have been specifically designed to facilitate public sector fund accounting and to establish a clear accounting and audit trail for your investment records.

Competitive Returns

While adhering to the primary objectives of safety and liquidity, North Carolina CLASS strives to provide competitive returns. Participants will receive daily interest on each individual North Carolina CLASS account that has been established. Accrued dividends are reinvested at month-end.

Legality

North Carolina CLASS investments are limited to those qualifying for investment under N.C.G.S. Section 159-30.

Have Questions?

Contact us or visit www.ncclass.com for more information.



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Any financial and/or investment decision should be made only after considerable research, consideration, and involvement with an experienced professional engaged for the specific purpose. The information presented should not be used in making any investment decisions. This material is not a recommendation to buy, sell, implement, or change any securities or investment strategy, function, or process. North Carolina Class is not a bank. An investment in North Carolina CLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although North Carolina CLASS seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. Please review the North Carolina CLASS Information Statement before investing. **Past performance is not an indication of future performance. Any financial and/or investment decision may incur losses.** A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors including credit quality, market price exposure, and management. Ratings are subject to change and do not remove credit risk. For more information on rating methodologies, visit www.spglobal.com.

RESOLUTION 23-08
RESOLUTION TO PARTICIPATE IN NORTH CAROLINA
COOPERATIVE LIQUID ASSETS SECURITIES SYSTEMS

A resolution authorizing the Town of Holden Beach, North Carolina (the "Town") to join with other political subdivisions of the State of North Carolina as a Participant ("Participant") in the North Carolina Cooperative Liquid Assets Securities System (North Carolina CLASS) (the "Trust") to pool funds for investment.

WHEREAS, the provisions of Section 159-30 of the General Statutes of North Carolina, as amended ("N.C. Gen. Stat."), provide the guidelines for any local government or public authority of the State of North Carolina (a "Local Government" or "Local Government Unit") to invest idle funds;

WHEREAS, under N.C. Gen. Stat. § 159-30(c)(10), moneys may be invested in a commingled investment pool established by interlocal agreement pursuant to N.C. Gen. Stat. § 160A-460 through 160A-464 (a "Local Government Investment Pool"), if the investments of the Local Government Investment Pool are limited to those qualifying for investment under N.C. Gen. Stat. § 159-30(c) or other laws of the State of North Carolina governing the investment of monies of a Local Government Unit ("Permitted Investments");

WHEREAS, certain Local Government Units have executed an Interlocal Agreement dated March 1, 2023 (the "Original Interlocal Agreement" and as supplemented and amended the "Interlocal Agreement") for the purpose of creating the Trust or executed a joinder agreement for purposes of joining the Original Interlocal Agreement;

WHEREAS, the Trust is governed by the terms of an Indenture of Trust dated as of March 1, 2023 (the "Indenture"), which provides for the deposit of the pooled idle funds in the Trust and the investment of such funds in only Permitted Investments;

WHEREAS, the Town desires to become a party to the Interlocal Agreement and a Participant in the Trust.

NOW, THEREFORE, it is hereby RESOLVED by the Board of Commissioners (the "Governing Body") of the Town as follows:

1. The Governing Body hereby approves the Town becoming a party to the Interlocal Agreement and its participation in the Trust, which is governed by the Indenture.

2. The Governing Body authorizes the execution and delivery of a joinder agreement to Interlocal Agreement (the "Joinder Agreement") substantially in the form presented at this meeting, together with such changes, modifications and deletions as may be approved by the Town's Finance Director (the "Finance Officer"). The approval of the Joinder Agreement will be evidenced conclusively by the execution and delivery of the Joinder Agreement by the Finance Officer.

3. The Finance Officer is hereby authorized to take or cause to be taken any and all such other actions as they may determine in their discretion to be to be necessary or advisable or in the best interest of the Town in order to effectuate, complete and carry out the intent and purposes of the foregoing resolutions and the management, supervision, and investment of the Town's idle funds, including, but not limited to, the execution of all depository forms or other documents required by the administrator, the custodian or the investment advisor of the Trust and execution of amendments to the Interlocal Agreement entered into for

the purpose of (i) adding an additional Participant to the Trust or (ii) which do not have financial implications for the Town.

4. The Governing Body hereby approves the Finance Officer to serve as the Town's Authorized Representative under the Interlocal Agreement and the Indenture and in such capacity shall remain responsible for the management, supervision and investment of the Town's idle funds.

The undersigned hereby certifies that the Board of Commissioners has enacted this Resolution and that such Resolution is a true and correct copy of the original which is in my possession.

This the 18th day of April, 2023.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk

JOINDER AGREEMENT TO INTERLOCAL AGREEMENT

North Carolina Cooperative Liquid Assets Securities System
(North Carolina CLASS)

This JOINDER AGREEMENT TO INTERLOCAL AGREEMENT (this "Joinder Agreement") is dated April __, 2023, and is between the current Parties listed in Exhibit A (the "Existing Parties"), and **TOWN OF HOLDEN BEACH, NORTH CAROLINA**, a local government and body politic and corporate of the State of North Carolina ("Town of Holden Beach");

A. The provisions of Section 159-30 of the General Statutes of North Carolina, as amended ("N.C. Gen. Stat."), enable any local government or public authority of the State of North Carolina (a "Local Government" or "Local Government Unit") to invest idle funds.

B. Under N.C. Gen. Stat. § 159-30(c)(10), moneys may be invested in a commingled investment pool established by interlocal agreement pursuant to N.C. Gen. Stat. § 160A-460 through 160A-464 (a "Local Government Investment Pool"), if the investments of the Local Government Investment Pool are limited to those qualifying for investment under N.C. Gen. Stat. § 159-30(c) or other laws of the State of North Carolina governing the investment of monies of a Local Government Unit.

C. The Existing Parties are parties to an Interlocal Agreement dated March 1, 2023 (the "Original Interlocal Agreement" and as supplemented and amended, the "Interlocal Agreement"), executed for the purposes of establishing a Local Government Investment Pool, known as the "North Carolina Cooperative Liquid Assets Securities System (North Carolina CLASS)" (the "Trust").

D. Certain of the Existing Parties were the Parties to the Original Interlocal Agreement and the remaining Existing Parties joined the Interlocal Agreement by amendment or joinder agreement, and Exhibit A is the list of the current Parties to the Interlocal Agreement.

E. The Town of Holden Beach desires to become a Party to the Interlocal Agreement for purposes of becoming Participant in the Trust.

F. The purpose of this Joinder Agreement is to comply with the requirements of Section 1.03 of the Original Interlocal Agreement which sets out the requirements to be satisfied as a condition of becoming a Party to the Interlocal Agreement and a Participant in the Trust.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Town of Holden Beach agrees (i) to become a Party to the Interlocal Agreement, (ii) to become a Participant in the Trust and (iii) to be bound by the terms and provisions of the Interlocal Agreement and the Indenture.

2. The Town of Holden Beach hereby represents and warrants that:

a. the Town of Holden Beach has full power and authority to execute, deliver and perform under this Joinder Agreement, which has been duly authorized by resolution approved by the Town of Holden Beach 's Board of Commissioners;

b. the representations contained in Section 3.01 of the Original Interlocal Agreement are true and correct in all material respects with the same effect as though such representations and warranties had been made on the date hereof; and

c. the Town of Holden Beach has received and reviewed a copy of the Indenture of Trust and the Information Statement.

3. Capitalized words and terms used in this Joinder Agreement and not defined herein shall have the same meanings in this Joinder Agreement as such words and terms are given in the Interlocal Agreement.

4. This Joinder Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument that shall be sufficiently evidenced by any such original counterpart.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

**TOWN OF HOLDEN BEACH,
NORTH CAROLINA**

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

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST:

This instrument is approved as to form and legal sufficiency.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ACKNOWLEDGED:

**NORTH CAROLINA COOPERATIVE LIQUID
ASSETS SECURITIES SYSTEM (NORTH
CAROLINA CLASS)**

By: _____
Name: Drew Holland
Title: Chairman

EXHIBIT A
EXISTING PARTICIPANTS¹

Town of Hope Mills, NC

Lincoln County, NC

City of New Bern, NC

City of Rocky Mount, NC

Gaston County, NC

¹ To be updated at execution.