



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

**Tuesday, March 19, 2024  
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, MARCH 19, 2024 - 5:00 P.M.**

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1. Invocation
  2. Call to Order/ Welcome
  3. Pledge of Allegiance
  4. Agenda Approval
  5. Conflict of Interest Check
  6. Approval of Minutes
    - a. Minutes of the Special Meeting of February 7, 2024 (Pages 1 – 6)
    - b. Minutes of the Special Meeting of February 9, 2024 (Pages 7 – 10)
    - c. Minutes of the Special Meeting of February 14, 2024 (Pages 11 – 12)
    - d. Minutes of the PH/Regular Meeting of February 20, 2024 (Pages 13 – 22)
  7. Public Comments on Agenda Items
  8. Discussion and Possible Award of Contract for Roadway Work (High Point Street) – Public Works Director Clemmons (Pages 23 – 24)
  9. Discussion and Possible Action on Evaluation of Holden Beach Pavilion – Town Manager Hewett, Mayor Pro Tem Myers and Commissioner Thomas (Pages 25 – 34)
  10. Discussion and Possible Action on Ordinance 24-02, An Ordinance Amending Holden Beach Code of Ordinances, Chapter 72: Parking Regulations – Town Manager Hewett (Pages 35 – 39)
  11. Discussion and Possible Action on Holden Beach Paid Parking Fees and Schedule – Mayor Pro Tem Myers and Commissioner Thomas (Page 40)
  12. Police Report – Chief Dixon (Pages 41 – 48)
  13. Discussion and Possible Action on Resolution 24-03, Resolution Declaring Law Enforcement Participation in the Federal 1033 Program – Chief Dixon (Pages 49 – 50)
  14. Inspections Department Report – Inspections Director Evans (Pages 51 – 53)
  15. Finance Department Report – Finance Officer McRainey (Pages 54 – 56)
- BOC Agenda 3/19/24

16. Discussion and Possible Acceptance of a Grant from the NC Department of Environmental Quality for Bathrooms, Associated Parking, Site Prep and Landscaping on Block Q – Assistant Town Manager Ferguson (Pages 57 – 95)
  - a. Ordinance 24-03, An Ordinance Amending Ordinance 23-11, The Revenues and Appropriations Ordinance for Fiscal Year 2023 – 2024 (Amendment No. 3)
17. Discussion and Possible Approval of Ordinance 24-04, An Ordinance Amending Ordinance 23-11, The Revenues and Appropriations Ordinance for Fiscal Year 2023 – 2024 (Amendment No. 4) – Finance Officer McRaney (Pages 96 – 97)
18. Discussion and Possible Approval of Contract Between the Town and Martin Starnes and Associates for Audit Services for Fiscal Year 2023 – 2024 – Mayor Pro Tem Myers, Finance Officer McRaney (Pages 98 – 119)
19. Discussion and Possible Action to Direct Staff to Develop and Issue a Request for Proposals to Upfit the Pier and Pier House – Commissioners Smith and Dyer (Page 120)
20. Discussion and Possible Action on 796 Ocean Boulevard West – Mayor Pro Tem Myers and Commissioner Thomas (Pages 121 – 125)
21. Discussion and Possible Action on Audio/Video Broadcasting of Town Meetings – Mayor Pro Tem Myers and Commissioner Thomas (Page 126)
22. Public Comments on General Items
23. Town Manager’s Report
24. Mayor’s Comments
25. Board of Commissioners’ Comments
26. Adjournment

\* Visit <https://www.facebook.com/holdenbeachtownhall/> to watch the livestream of the meeting. Public comments can be submitted to [heather@hbtownhall.com](mailto:heather@hbtownhall.com) prior to 12:00 p.m. on March 19, 2024.



**TOWN OF HOLDEN BEACH  
BOARD OF COMMISSIONERS  
SPECIAL MEETING  
WENESDAY, FEBRUARY 7, 2024 – 2:00 P.M.**

The Board of Commissioners of the Town of Holden Beach, North Carolina met for a Special Meeting on Wednesday, February 7, 2024 at 2:00 p.m. in the Town Hall Public Assembly. Present were Mayor Pro Tem Tom Myers; Commissioners Tracey Thomas and Rick Paarfus; Town Manager David W. Hewett; Town Clerk Heather Finnell; Assistant Town Manager Christy Ferguson; Public Works Director Chris Clemmons, Finance Officer Daniel McRainey; Police Chief Jeremy Dixon; and Inspections Director Tim Evans; Commissioner Rick Smith participated via telephone. Mayor J. Alan Holden and Commissioner Page Dyer were unable to attend the meeting.

Mayor Pro Tem Myers called the meeting to order.

**PUBLIC COMMENT**

Martie Arrowood read a letter from Commissioner Dyer regarding her concerns about the meeting schedule and items on the special meeting agenda (hereby incorporated into the minutes).

Sylvia Pate detailed her concerns about seeing extra items on the agenda. She provided feedback on the interim attorney position.

**DISCUSSION AND POSSIBLE ACTION ON ACCEPTING BIDS FOR HARBOR ACRES DREDGE PROJECT AND ACCEPTANCE OF A GRANT FROM THE DIVISION OF WATER RESOURCES FOR THE PROJECT**

Shane Lippard from Right Angle Engineering joined via conference call. Assistant Town Manager Ferguson explained we had a bid opening yesterday. The most responsive bidder was TD Eure. Mr. Lippard said they talked to TD Eure. They confirmed their bid was solid. They are a well-known, respected marine construction company on the coast. They recommend award of bid to TD Eure for the dredge contract for the Harbor Acres canals. Assistant Town Manager Ferguson explained we are waiting on a permit so if the Board awards the contract, it should be contingent on obtaining permits.

*Motion by Commissioner Paarfus to award to the most responsible bidder, that is TD Eure and also to direct the town manager to execute the grant and the notice to proceed contingent on permits; second by Commissioner Thomas; approved by unanimous vote.*

## BUDGET WORKSHOP

Mayor Pro Tem Myers said the Board has a couple of loose ends from the first session.

*Motion by Commissioner Thomas to agree to use the vision statement in the Land Use Plan as our vision statement for our budget proceedings. The statement is Holden Beach will utilize its available resources to be an inclusive, family-orientated residential community that strives to protect and sustain its natural habitat and recreational beaches for current and future generations; second by Commissioner Paarfus.*

Mayor Pro Tem Myers said this is a carryover from the first session when the Board was setting their vision, priorities and goals.

*The motion passed by unanimous vote.*

*Motion by Commissioner Thomas to agree to the strawman for a successful budget (a. no tax increase, b. no fund balance appropriations from the General Fund or BPART Fund and c. set aside funds for beach renourishment); second by Commissioner Paarfus; approved by unanimous vote.*

*Motion by Commissioner Thomas to agree to the strawman of priority criteria for spending decisions (a. protecting the health and safety of our residents and visitors, b. providing reliable core services, e.g., water sewer police, streets, building codes, zoning, stormwater, canal dredging, ADA compliance, communication - BOC meetings, website, public input/surveys, etc., c. protecting property, e.g. from hurricanes, flooding, fires and d. providing amenities, e.g. recreation, pier/dog park/Block Q, additional parking, boat/car, concerts, activities); second by Commissioner Paarfus.*

Commissioner Smith said he was under the impression the Board wasn't going to vote during the budget workshops. Mayor Pro Tem Myers responded they are catching up from the kickoff meeting which would have set the vision, goals and priorities.

*The motion passed by unanimous vote.*

Public Works Director Clemmons explained the streets department budget was a little over \$1 million this year. There is a little over \$670,000 remaining. A big part of that is stormwater related. He will follow up on the salary line item which shows 91% used. He has seven employees which are split across the Public Works' funds. Finance Officer McRainey said the year-to-date number is as of February 1<sup>st</sup>. Public Works Director Clemmons provided information on the Town's street paving program. The plan needs to be updated. He explained we are going to try to get bids out for High Point Street. The program was discussed. Public Works Director Clemmons hopes to spend the money shown in the Bulkheads line within the next month. For the Street Drainage Projects line, Town Manager Hewett explained there is \$100,000 for the Corps' partner processing agreement. We did not know how the money would flow so \$100,000 on the revenue side and on the expense side shouldn't be there because that is money the

Town will not see. That is from the treasury directly to the Corps. When we were developing the budget, we didn't know how the money would play out. The Stormwater Study is being charged against this line. Professional Services and the Buildings and Grounds lines were discussed. The Board reviewed the remaining lines in the streets department budget. Public Works Director Clemmons answered the Board's questions.

Public Works Director Clemmons said the sanitation budget is \$222,761. The Contracted Services line includes half of the rollback program. Vegetative yard debris pickup is also in this line. Mosquito spraying is included in this budget. The rollback program is split between this fund and the BPART Fund. Public Works Director Clemmons will get a breakdown on the salary line items. Town Manager Hewett explained why the Public Works Department's salaries are split across funds. The recycling program was discussed.

Fund 30 (water and sewer) revenues were discussed. Public Works Director Clemmons provided information on water use charges. Town Manager Hewett explained under Loan Proceeds, it was the anticipated amount that was necessary to mate with the expense for the EPA STAG Grant to provide the funding for the corresponding expense line for the anticipated construction of the lift station. We are on a different path now with the state appropriation. The state is not on there because we didn't know that was in play when the budget was adopted and we haven't finalized it yet. The lift station project and funding were discussed. Finance Officer McRaney provided information on the performance indicator. The Town has special legislation to collect a capital charge. When you take that charge into consideration, the Town's ratios are okay. The Town explained that to the Local Government Commission in our letter and they said everything is okay. How the capacity charge is collected and how it can be used was discussed. Water use charges and sewer use charges were further discussed. How the installation of irrigation meters affects water use charges was discussed. Staff provided information on capital charges.

Public Works Director Clemmons reviewed expenditures in Fund 30. Items taken out of Professional Services and Contracted Services were discussed. M&R Water System was discussed. Public Works Director Clemmons explained that item increased so he could make sure he has required inventory in stock.

The Board took a recess from 3:28 p.m. – 3:38 p.m.

The Board continued talking about Fund 30. Public Works Director Clemmons reviewed the Purchases for Resale line item. How that line corresponds with the revenue line and consumption were discussed. He will need to see what the Equipment Purchase line was in last year's budget. Public Works Director Clemmons provided information on the Capital Outlay Valve Pits line. Big ticket items that still need to come out of this budget include a generator he needs to purchase for Pump Station 2. It has been ordered for over a year and is supposed to be here in March. Green Engineering is still finishing the asset inventory. Capital Outlay Major Equipment Sewer is for the upfit of the lift station. Public Works Director Clemmons doesn't think there will be enough funds to get a vacuum skid pump controller built.

He would like to work with AirVac to get a quote. Town Manager Hewett said there are no funds appropriated in this budget. The Vehicles line includes the lease payment for the vacuum truck and a new vehicle. The Town will own the vacuum truck at the end of the lease purchase agreement. Public Works' employees drive their vehicles home. The current vehicle purchase policy and how vehicles are sold were reviewed. Transfers to Capital Reserves are the capacity fees discussed earlier. The monies that have been collected on the revenue side have not been transferred yet. Those are end of year entries. Debt service and interest in Fund 30 were discussed.

Town Clerk Finnell explained she is the one who suggested combining the following items on to the budget agenda instead of calling a separate special meeting.

### **DISCUSSION AND POSSIBLE APPROVAL OF RESOLUTION 24-02, RESOLUTION CONFIRMING SUPPORT OF THE KEY BRIDGE FOUNDATION ADA MEDIATION AGREEMENT**

Commissioner Thomas provided background on the proposed resolution. She explained the importance of releasing a statement that the Town remains fully committed to fulfilling the obligations of the Key Bridge Foundation ADA Mediation Agreement. She thought all the commissioners would be in attendance since it was a planned meeting.

*Motion by Commissioner Thomas to adopt the mediation resolution 24-02 as is; second by Commissioner Paarfus.*

Commissioner Smith apologized for not being at the meeting. He said the Board was told the meetings would not last longer than two hours and issues would not be voted on. He talked about transparency. Commissioner Paarfus said he thinks it is important to respond to the allegations. He thinks it is important that the Board reaffirms the commitment to the ADA agreement. Commissioner Paarfus thinks it is important for new commissioners to also make the commitment since it has been questioned. Mayor Pro Tem Myers said there were serious allegations made and explained their hands have been forced. He said the Board has to set the record straight. Hopefully the resolution will do that by addressing the unsubstantiated allegations and it will reaffirm the Board's intent to comply with the agreement. Mayor Pro Tem Myers added he thinks the Board needs to be more engaged in the execution of the agreement and thinks they need to have attendance at the quarterly meetings. He suggested that Commissioner Smith should be the one in attendance. Commissioner Thomas said she thinks that the Board needs to publicly state that we are still committed to the agreement. This time was chosen because they felt this would be the time all the commissioners would be available since it was a standing meeting that there was plenty of notice for. The request was originally a special meeting for after the budget meeting, but the items were just added to this meeting.

*The motion passed by unanimous vote.*

## **DISCUSSION AND POSSIBLE ACTION RELATED TO MR. GREEN'S CONTRACT WITH THE TOWN OF HOLDEN BEACH**

Commissioner Thomas said Mr. Green has not provided the commissioners with a resignation letter. The letter was sent to Mayor Holden on January 16<sup>th</sup> and read aloud at the January 23<sup>rd</sup> meeting. She said it is not a valid resignation letter because Mr. Green does not report to Mayor Holden per NCGS 160A-173.

*Motion by Commissioner Thomas to terminate Mr. Green's contract with Holden Beach effective immediately; second by Commissioner Paarfus.*

Mayor Pro Tem Myers stated there are rules related to terminating representation; an attorney cannot just drop off a letter that says I quit. He said a town attorney owes an allegiance to a town and not to particular officials. He provided further information on terminating representation. He said since it appears the rules were not followed, it is likely the resignation is not valid. He is also concerned that if the Board accepts the letter, they also accept the allegations in the letter. Commissioner Thomas said Mr. Green made unsupported allegations against several commissioners and gave no notice as is protocol.

*The motion passed by unanimous vote.*

## **DISCUSSION AND POSSIBLE ACTION ON HIRING AN ATTORNEY FOR THE TOWN OF HOLDEN BEACH**

*Motion by Commissioner Thomas to retain Sydnee Moore as an interim Town of Holden Beach attorney and instructing the town manager to sign a letter of engagement; second by Commissioner Paarfus.*

Sydnee Moore provided her background. Mayor Prio Tem Myers said he thinks the only question that has been raised is regarding using outside resources for areas outside her expertise. Ms. Moore explained she has plenty of resources and a good network to contact if there are issues. Mayor Pro Tem Myers said he reached out to attorneys who served Holden Beach before and was given names of some attorneys, but we have a definite need now. Ms. Moore agreed she would serve as the interim attorney and she would be happy to put a proposal in for the permanent position if it works out. Town Manager Hewett asked about approval for the specialized counsel item listed in the engagement agreement. Ms. Moore said she can write in that special counsel would only be with Board direction.

*The motion passed by unanimous vote.*

Ms. Moore will contact Mr. Green to obtain the Town's records.

Commissioner Paarfus will add soliciting a permanent attorney to the next agenda.



**RECESS**

*Motion by Commissioner Paarfus at 4:29 p.m. to recess to Friday morning at 9:00 a.m., February 9<sup>th</sup>; second by Commissioner Thomas; approved by unanimous vote.*

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J. Alan Holden, Mayor

**ATTEST:**

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Heather Finnell, Town Clerk



**TOWN OF HOLDEN BEACH  
BOARD OF COMMISSIONERS MEETING  
RECONVENED MEETING  
FEBRUARY 9, 2024 – 9:00 A.M.**

The Board of Commissioners of the Town of Holden Beach, North Carolina reconvened their Special Meeting of February 7, 2024 on Friday, February 9, 2024 at 9:00 a.m. in the Town Hall Public Assembly. Present were Mayor J. Alan Holden; Mayor Pro Tem Tom Myers; Commissioners Tracey Thomas and Rick Paarfus; Town Manager David W. Hewett; Town Clerk Heather Finnell; Assistant Town Manager Christy Ferguson; Finance Officer Daniel McRaney and Inspections Director Tim Evans. Commissioner Rick Smith participated by telephone. Commissioner Page Dyer was unable to attend the meeting.

Mayor Holden called the meeting to order.

**BUDGET WORKSHOP**

Assistant Town Manager Ferguson explained the revenue portion of the BPART Fund. Staff estimates that the Town will come in about \$50,000 over what was projected for accommodations tax by the end of the year if everything stays on track. She provided information on the Miscellaneous BPART line. She explained that when grants come in, they go into that line. The Board can choose if they want to move that to a line with its own name or leave it where it is. Currently, the overage in the line represents where the county paid us back at the beginning of this fiscal year for the Miss Katie dredging that happened last year and their contribution for the upcoming Lockwood Folly Bend Widener Project that will happen at the end of the month. No transfers have occurred yet. That happens at the end of the fiscal year or when the project is executed. We will turn in our reimbursement request for the walkway at 441 once it is completed. Assistant Town Manager Ferguson answered questions from the Board.

Assistant Town Manager Ferguson reviewed the highlights on the expense side. Access and Recreation is where the Key Bridge agreement projects, along with other operation items for the strand and other accesses are housed. For the ADA projects, Avenue E plans and specs are on the website and have been sent to contractors with bids due back February 6<sup>th</sup>. 801 Ocean Boulevard West will likely not be accomplished this year due to logistic reasons.

Under the Lockwood Folly Dredging line, for the upcoming bend widener project, we have given the Corps the money through the Memorandum of Agreement with the state. We have not had

to contribute operations and maintenance funds for the Merritt and Murden this year, directly related to the lobbying efforts where we had money put into the line for the Corps in the federal budget. Due to that we didn't need to expend as much as we thought we were going to. Assistant Town Manager Ferguson said the Town may not need to spend any more money out of that line this year, but she would use it as a failsafe in case we get into a situation like at the end of last year where the Corps' fleet cannot get in and we need to use Miss Katie again.

The Public Restroom line included an additional \$200,000 this year for bathrooms at Avenue E and 114 Ocean Boulevard East, which are part of the Key Bridge agreement. We are pushing to complete both projects prior to the end of the fiscal year. We are waiting for a permit modification at 114 Ocean Boulevard East and the bathrooms are part of the specs out for Avenue E. Assistant Town Manager Ferguson said she has a spreadsheet for the Key Bridge Project that could be updated and shared with the Board. The bathroom for Block Q is not in the budget. When the Board considers the grant, it would have to be added to the budget.

The Block Q and pier projects have significant amounts left since those projects have been put on hold.

Assistant Town Manager Ferguson explained the backup concert plan is to hold them at Bridgeview Park. She reviewed the plans. Staff plans on moving forward with the contracts unless she is given different direction today.

Assistant Town Manager Ferguson said when the Board is considering priorities this year, one of the programs that may fall down into a lower priority is beach patrol. She provided data on the program. The beach patrol program was discussed.

The Beach Project Salaries line is for the new rec tech position and .75 of a Public Works Department full time equivalent. The other salary line is the assistant town manager.

Assistant Town Manager Ferguson provided information on the landscaper's duties. She went over the Recreation Programs and Beautification Club lines. The Travel and Training line includes sponsorships for the American Shore and Beach Preservation Conference and the North Carolina Beach, Inlet and Waterway Association Conference.

The Sailfish Park line only has funds for the plan. It will go before the Board at the February meeting.

For the Corps' CSDR Study we need to navigate the funding streams, but based on everything we are being told, we are free and clear. The state made an appropriation for the Town in the state budget for \$750,000. That should cover the remaining portion of the study.

Commissioner Thomas asked if debt interest could be broken out. Finance Officer McRainey explained the auditor requested debt interest be listed as it is shown in the budget. Staff will put

the individual debt interest information in the comment section. Finance Officer McRainey shared a printout with debt information.

Contributions were discussed.

Assistant Town Manager Ferguson went over how occupancy tax is tracked and spent. The information can be provided to the Board.

The new truck purchased from the BPART Fund is the Admin truck, shared between three people. The old one is driven by the rec technician.

Assistant Town Manager Ferguson explained the Board can make three federal requests. One of those will be for the CSDR, for the Corps' portion. It is suggested the Town ask for money for projects suggested in the McGill Stormwater Study so that we can go to construction. The Board can also make a third request. Town Manager Hewett provided an example as funding for a fire station on the island. He doesn't know if we would know how much to ask for that. Research would need to be done to see if there is funding for the fire station. Fire services were discussed. Town Clerk Finnell will send copies of the agreement with the Tri-Beach Fire Department and regulations on fire fees to the Board.

The Board by consensus agreed to have staff coordinate with Ward and Smith to see what may be available for funding a fire station as the third request. If information cannot be found in time, the Town will move forward with two.

Assistant Town Manager Ferguson explained Ward and Smith have three priorities that have been identified that they will advocate on behalf of the Town. They are federal issues relating to any beach nourishment opportunities at Holden Beach, federal issues related to Lockwood Folly Inlet maintenance, along with beach nourishment efforts for placement of beach quality sand on the east end of Holden Beach, i.e. sand always comes to Holden Beach and designated dredge spoil material disposal sites. She explained there are up to three additional priorities that the Board can decide on. The Board can add priorities later, it just wouldn't be added to their press kit for this spring. The Board will think about new priorities.

Assistant Town Manager Ferguson said if the Board wants to add funds 70 and 90 to a future meeting, they can give direction to the staff to do that. Those funds are FEMA projects and the Beach and Inlet Capital Reserve Fund. Town Manager Hewett explained the Town has not transferred the residual above the maximum 70% over to the Beach & Inlet Capital Fund. He said that is normally done after the audit. It was not done the previous year. This can best be accomplished with a budget amendment.

Assistant Town Manager Ferguson went over what hasn't been reimbursed in the FEMA lines yet. The Town can't close out the project until all money is received. FEMA money was discussed.

**ADJOURNMENT**

*Motion by Commissioner Paarfus to adjourn at 10:02 a.m.; second by Commissioner Thomas; approved by unanimous vote.*

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J. Alan Holden, Mayor

ATTEST:

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Heather Finnell, Town Clerk



**TOWN OF HOLDEN BEACH  
BOARD OF COMMISSIONERS  
SPECIAL MEETING  
WEDNESDAY, FEBRUARY 14, 2024 – 1:00 P.M.**

The Board of Commissioners of the Town of Holden Beach, North Carolina met for a Special Meeting on Wednesday, February 14, 2024 at 1:00 p.m. in the Town Hall Public Assembly. Present were Mayor J. Alan Holden; Mayor Pro Tem Tom Myers; Commissioners Rick Smith, Tracey Thomas and Rick Paarfus; Town Manager David W. Hewett; Town Clerk Heather Finnell; Assistant Town Manager Christy Ferguson; Finance Officer Daniel McRainey; Public Works Director Chris Clemmons; Inspections Director Tim Evans; Police Chief Jeremy Dixon; and Lieutenant Frank Dilworth. Commissioner Page Dyer was unable to attend the meeting.

Mayor Holden called the meeting to order.

**BUDGET WORKSHOP**

The Governing Body's expenses were reviewed. Major items from each line are described on the worksheets. Communications are split throughout the budget based on the users in each fund. Finance Officer McRainey will verify the reason for the difference in the Communications line in the Governing Body from fiscal year 23 to fiscal year 24. He believes it was from a GASB 87 entry. Other highlights include discussion on Operational Contingencies and Town Hall Ops, Maintenance and Repair. Contributions change each year. Organizations are supposed to apply each year. Funding is at the discretion of the Board. How transfers to the BPART Fund occur was discussed.

The Board discussed Admin expenses. The Finance Department's new software was discussed. The GovHub portion of the new software is not complete. That final stage may need to be carried over to the next budget. Support for software is included in the Contracted Services line item. Fiscal Operations Supervisor Lancaster provided information on what the Printing line item includes. The Insurance and Bonds line item includes the Town's property and liability insurance through the North Carolina League of Municipalities. (NCLM). We had projects in the past where a bond was required. The NCLM recently performed an appraisal on all Town properties.

The Board reviewed the Inspections Department's budget. The Communications line consists of phones, hotspots and field communications. They try to have the ability to do the job in the office and in the field. Inspections Director Evans reviewed what the Contracted Services and Advertising lines

consist of. It is required by statutory rule that the Inspections Department collect \$10 per permit that falls under the category for that statute. We collect \$10, \$9 goes to the state and \$1 goes to the Town. The Travel and Training line includes training and continuing education. The Inspections Department's new system is functional. Support was paid for as part of the initial purchase. Inspections Director Evans provided information on the new system. The Inspections Department has three vehicles. Two employees take their vehicle home. Finance Officer McRainey explained where the revenue is listed when a vehicle is sold. The increase from the previous year's budget was discussed.

In the Police Department, the Communications line item was discussed. Chief Dixon explained the county is in the process of switching to the VIPER system. The department needs to have all radio equipment switched to the system by June 2025. Chief Dixon explained they have been integrating new equipment and explained what equipment is still necessary to make the switch. He provided details on the Equipment and M&R Equipment lines. Radios were further discussed. Vehicles and the Town's Vehicle Replacement Policy were discussed. Chief Dixon provided information on the military vehicles the department received at no cost.

Capital Improvement Plan (CIP) revenues were reviewed. For expenses, the Streets Resurfacing Program was discussed. Town Manager Hewett suggested showing 10 years in the CIP. Adding beach nourishment to the CIP was discussed. Adding a yearly amount to save for future beach nourishment was requested. Corps and FEMA programs were discussed. Water and Sewer CIP items were discussed. Highlights include the sewer lift station improvements, the study being completed by Green Engineering and generators. Playground Equipment/Parks and Rec Facilities are pulled directly from the Comprehensive Master Plan that McGill completed. The numbers correspond to the recommendations at the end of the plan, unless staff recognizes something that needs to happen. How the CIP can be used to obtain points for grants was discussed. Assistant Town Manager Ferguson provided information on the bathrooms in the CIP. Items from the ADA agreement are spread throughout the CIP. Walkway repairs and the Canal Dredging Program were discussed. How long the CIP should be was discussed.

Assistant Town Manager Ferguson reviewed information from Ward and Smith about obtaining funding for a new fire station. The Board will not pursue that as the third earmark.

## ADJOURNMENT

*Motion to adjourn at 2:38 p.m. by Commissioner Paarfus; second by Commissioner Smith; approved by unanimous vote.*

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J. Alan Holden, Mayor

ATTEST:

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Heather Finnell, Town Clerk



**TOWN OF HOLDEN BEACH  
BOARD OF COMMISSIONERS  
PUBLIC HEARING/REGULAR MEETING  
TUESDAY, FEBRUARY 20, 2024 – 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, February 20, 2024 at 5:00 p.m. Present were Mayor J. Alan Holden; Mayor Pro Tem Tom Myers; Commissioners Rick Smith, Tracey Thomas, Page Dyer and Rick Paarfus; Town Manager David W. Hewett; Town Clerk Heather Finnell; Assistant Town Manager Christy Ferguson; Inspections Director Tim Evans; Finance Officer Daniel McRaney; Police Chief Jeremy Dixon; Lieutenant Frank Dilworth; and Town Attorney Sydnee Moore.

**PUBLIC HEARING: PROPOSED CHANGES TO HOLDEN BEACH CODE OF ORDINANCES §157.083  
ACCESSORY STRUCTURES AND §157.006 DEFINITIONS**

Inspections Director Evans explained the Board tasked the Planning Department to work on a text amendment to correct issues that were created by the NC Building Code Council when they changed the definition of accessory structures. They worked on it with the Planning & Zoning Board. After a public hearing, they voted to move forward with the ordinance before the Board.

No comments were made. Mayor Holden closed the public hearing at 5:06 p.m.

**REGULAR MEETING**

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

**PLEDGE OF ALLEGIANCE**

**AGENDA APPROVAL**

Mayor Pro Tem Myers would like to defer #11 to next month so the Audit Committee has a chance to meet before the Board takes action and to move #13 on Sailfish Park up to after public comments so we can respect the time of McGill. Town Manager Hewett said he was informed he could bring anything to the Board that he saw fit; this is one of those items. Mayor Pro Tem Myers said he just wants to defer it to next month because they are supposed to have an Audit Committee meeting. He stated they need to at least give the Audit Committee a chance to do their job before we preempt them. They can have



a special meeting if they want. They are meeting February 28<sup>th</sup> and he would like to have that meeting before the Board takes any preemptive action. Town Manager Hewett said we wouldn't have put it on the agenda if we didn't feel time is of the essence; burning a month is going to compromise our ability to successfully complete an audit on time. Mayor Pro Tem Myers would like the Sailfish item to become item #7a.

In reference to removing item #11, Commissioner Dyer is concerned. She questioned what the Audit Committee would see differently with not accepting the contract if staff felt it would affect a timely audit. She said especially with a company that we have used for several years. She asked if there was an issue. Finance Officer McRaney replied there is no issue with using Martin Starnes. This would be the second year of a three-year agreement. He said it is important to keep in mind Senate Bill 299 that would penalize us for a late audit. They would withhold sales tax, which was around \$240,000 last year. Commissioner Dyer doesn't understand why the Board would delay it. Commissioner Smith agreed; Town Manager Hewett and staff didn't put this on there frivolously. It was designed to move forward so we wouldn't run into issues like Finance Officer McRaney just told the Board about. He feels like the Board needs to move forward with it. He doesn't think the Audit Committee would find anything wrong with who does it. He thinks their job is more to check to make sure the audit is done correctly. Mayor Pro Tem Myers said he spoke to the members of the committee and they would prefer the Town let them do their job before the Board takes action, which preempts their consideration. It should not delay the audit.

*The vote to remove item #11 passed by a 3 – 2 vote with Mayor Pro Tem Myers and Commissioners Thomas and Paarfus voting for the motion and Commissioners Smith and Dyer voting in the negative.*

*The Board unanimously agreed to move item #13 to #7a.*

*Motion by Mayor Pro Tem Myers to approve the amended agenda; second by Commissioner Thomas. The motion passed by a 3 – 2 vote with Mayor Pro Tem Myers and Commissioners Thomas and Paarfus voting for the motion and Commissioners Smith and Dyer voting in the negative.*

## **CONFLICT OF INTEREST CHECK**

No member disclosed a potential conflict of interest.

## **APPROVAL OF MINUTES**

Mayor Pro Tem Myers would like to change the word engineer to architect on page 6 of the packet for the minutes of the Regular Meeting of January 23<sup>rd</sup>. Mayor Holden asked Town Clerk Finnell to verify the change and make the amendment if necessary.

*The Board unanimously approved the minutes of the Special Meeting of January 23, 2024, the Regular Meeting of January 23, 2024 (with the amendment) and the Special Meeting of January 25, 2024.*

## **PUBLIC COMMENTS ON AGENDA ITEMS**

Tony Jordan is in favor of the care of the pier, the restoration of the pier or the building of a new pier, whatever is deemed necessary. He has read a lot on social media where there are derogatory comments. He appealed to people to be adults and stop name calling. Mr. Jordan asked the Board to vote on their own opinions.

Peggy Schiavone has served on the Planning & Zoning Board and the Parks & Recreation Board. She provided feedback on Sailfish Park. She asked the Board to adopt the Sailfish Park Plan that will serve the entire community.

Keith Smith spoke regarding moving forward with the pier. He suggested having staff work on obtaining grants.

Will Carter provided feedback on statistics of people living in the area. He said the Town needs a community center at the pier. He suggested contacting county, state and federal officials to try to get funding.

Deborah Fish understands a lot of time and effort went into the Sailfish Park Plan. She said it is too much money going into something that is not needed. She shared her concerns regarding the proposed plan.

Carol Money Penny spoke in opposition to improving Sailfish Park. She explained the area is an open space that deserves to be deemed conservation and preservation. She provided background on past and previous efforts to keep the area natural.

Steve Money Penny spoke in opposition to improving Sailfish Park. He thinks it should be left as it is. He suggested the only change would be to add paid parking.

Brent Shaver urged the Board to leave Sailfish Park as it is, a natural beautiful park. He talked about moving forward with the pier. He hopes the Board can find a way to renovate it and maintain it without raising taxes.

## **DISCUSSION AND POSSIBLE ACTION ON ADOPTING THE SAILFISH PARK SITE-SPECIFIC MASTER PLAN AS COMPLETED BY MCGILL ASSOCIATES, PA**

Assistant Town Manager Ferguson explained tonight is a punctuation point on two budget years of work on a master plan that McGill completed. She provided background on the process. The final plan reveals there is a commonality among those who voiced concerns about leaving the park the same and those that want improvements. The plan enhances the current facilities so that it can be used by all abilities. Michael Norton and Jim Ford from McGill reviewed their slideshow. Mr. Norton explained the process.

The plan focuses on preservation and making the park usable and accessible. The adoption of the plan is one step. The implementation of the plan is to the discretion of the Town, when and if that should happen. Mr. Ford showed what the park currently looks like and explained the public input process and ideas resulting from the process. Support for development included improving the existing canoe/kayak launch, improving picnic areas and improving parking. He reviewed how concept development occurred. The final concept includes handicap parking and a sidewalk to a new kayak launch. The probable construction cost of \$435,527 is based on high level planning. An adoption of a master plan is seeing if you have done your due diligence, asked what people wanted and if it represents the process. Mr. Ford said he thinks it does represent the process. The final plan may never be built. Adopting the plan simply says you are just saying the process was done correctly and we will see what came out of it.

Commissioner Smith said he understands accessibility for everybody and that's the way it should be. It is a beautiful green space. He thinks the final concept layout looks nice and he doesn't think it will take much away from the natural beauty of the area. He thinks not having a place to use the restroom will eventually cause an issue. Commissioner Dyer said she thinks one of the main concerns was that parking needed to be formalized to ensure the informal parking does not continue to promote park overuse. She asked if individual parking spaces would be marked. Mr. Ford reviewed some options that could be used for parking. Commissioner Dyer asked if it would be designated for paid parking or designated for recreational use. Assistant Town Manager Ferguson replied that none of our parks now have paid parking per the ordinance. Commissioner Dyer asked about security features. Mr. Ford said there are a lot of options, that is something the Board would need to consider separately. The Board agreed to allow public questions.

Carol Money Penny asked questions on the survey results that were addressed by Mr. Ford and Assistant Town Manager Ferguson.

*Motion by Commissioner Dyer to accept the final conceptual layout; second by Commissioner Smith.*

Commissioner Dyer understands this has been a long time coming and that there are a lot of issues about keeping the park natural. She understands the point of keeping it natural, but the Board has a huge service to the community to make recreation accessible to everybody. We need to be ADA compliant. She thinks what they did was take the plan and allow it to be as natural as it could, with ADA compliance so it could be accessible to everyone who wants to use it. She thinks making the parking lot more organized will slow down some of the usage. Commissioner Smith said he believes this plan is the least obtrusive to the landscape itself. He doesn't think a path to the bulkhead is going to take away any of the beauty of the park. We are already up against the requirements to make sure everyone has access to everything that everyone else does. Mayor Pro Tem Myers thanked McGill for the work and the Parks and Recreation Advisory Board (PRAB) for their efforts. It is very obvious that the residents do not want the park to be developed. He said the Board needs to listen to them. He is not in favor of accepting the plan. He said having an approved shovel ready plan means it is just a few steps away from happening, all it would take is grant money and it could quickly move forward. Commissioner Paarfus said he

appreciates the hard work that went into this. The PRAB and McGill did a great job with the process, however just because you can increase society's footprint on this piece of dirt doesn't mean you should. Some areas should be left as conservation. Commissioner Paarfus said many residents want it to be left alone. He said if you do the sitework in the plan, it just lays the groundwork for doing the other amenities that the people don't want. He doesn't support adoption of the plan however; he supports the part of the plan that improves the parking. Commissioner Smith said he is not for changing the beautiful area, but he thinks not doing ADA improvements is not fair.

*The motion did not pass by a 2 – 3 vote. Commissioners Smith and Dyer voted for the motion and Mayor Pro Tem Myers and Commissioners Thomas and Paarfus voted in the negative.*

#### **POLICE REPORT – CHIEF DIXON**

- Went over the report.
- Provided information on his current staff. They have eight members on staff and they are waiting on the paperwork for the ninth officer to be certified by the state.

#### **INSPECTIONS DEPARTMENT REPORT**

- Went over the report.
- Reviewed the Key Bridge Foundation Agreement Update (hereby incorporated into the minutes) and answered the Board's questions.

Town Manager Hewett said the money for all the ADA mediation requirements is in the current budget. The Board will need to rollover the funds for the one project that we do not anticipate completing this fiscal year into the next budget.

#### **DISCUSSION AND POSSIBLE ACTION ON ORDINANCE 24-01, AN ORDINANCE AMENDING HOLDEN BEACH CODE OF ORDINANCES §157.083 ACCESSORY STRUCTURES AND §157.006 DEFINITIONS**

Inspections Director Evans provided background. The proposed change brings the ordinance in line as it was prior to the NC Building Council changing the definition of accessory structures. He reviewed the proposed changes. He provided information and answered questions on bulkheads. He clarified what would be considered accessory structures.

*Motion by Commissioner Paarfus to accept the consistency statement and Ordinance 24-01; second by Commissioner Dyer.*

Mayor Pro Tem Myers said he has an issue with allowing boats on empty lots. If it is a residentially zoned neighborhood, it should be residential properties and this change would allow empty lots with boats. Inspections Director Evans explained it has been that way for a long time. If the Board votes for it you can have a boat lift, a floating dock and a pier without the primary structure. Mayor Pro Tem Myers said

to him if you have a primary residence, you could have an accessible structure and have a boat dock. To allow a whole block to be nothing but boat docks is more like a marina. He is opposed to that. Commissioner Smith said he thinks you should be able to do it if you spend that much money on a lot and have a boat and want to leave it there while you are working on a new house. Mayor Pro Tem Myers said if you are building a house, it is one thing. He thinks this introduces issues, the probability of having commercial businesses from there. You are opening the door to a lot of things. Inspections Director Evans explained we have an internal policy that limits electrical service to keep things from happening. He talked about regulating bad behavior.

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

#### **DISCUSSION AND POSSIBLE ACTION REGARDING THE PIER PROPERTY PUBLIC INPUT SESSION ON FEBRUARY 29, 2024**

Mayor Pro Tem Myers said the intent is to make sure the Board is all on the same page and ready for the public input session. He reviewed the additional items that need to be put on the website. The intent is to make it similar to the session for Sailfish Park. People would come and go and ask questions. We would solicit public input and have the architect summarize them and report them back. Commissioner Thomas would like to make sure the comments have a spot for people's name and address.

#### **DISCUSSION AND POSSIBLE ACTION ON REQUEST FOR PROPOSALS FOR A NEW PERMANENT TOWN ATTORNEY**

Commissioner Paarfus said we need to get a permanent attorney on board. There is a Request for Proposals (RFP) in the packets for the Board's review. Commissioner Thomas questioned if the Board wanted to add sale to item #9. Town Manager Hewett suggested removing the words acquisition of. The Board agreed to have proposals due on March 31<sup>st</sup>.

*The Board came to a consensus to use the RFP.*

#### **DISCUSSION AND POSSIBLE ACTION ON GRANTING PERMISSION TO THE CHAPLAIN OF THE HB CHAPEL TO CONDUCT THE ANNUAL EASTER SUNRISE SERVICE FROM THE HB PIER**

Mayor Holden said the sunrise service is a tradition for as long as he can remember. The HB Chapel is asking permission to use the pier to conduct the service. People attending the service would be on the strand.

*Motion by Commissioner Smith that we allow the chaplain of the HB Chapel to conduct the annual Easter sunrise service from the pier; second by Commissioner Dyer.*

Commissioner Paarfus asked if there are any safety concerns. Inspections Director Evans explained he doesn't think it is an issue for one person to access the first part of the pier. Mayor Holden said in the past there has been more than one person. Inspections Director Evans doesn't see an issue for use as it has been in the past. Attorney Moore will prepare a waiver of liability for the people who will be on the pier.

*The motion passed by unanimous vote.*

## **PUBLIC COMMENTS ON GENERAL ITEMS**

Will Carter provided more statistics on the area. He said we need to plan for the future. He said we need to find funding for a new community center and a concrete pier. He urged people to call their local representatives.

Steve Jenkins asked why people can't make comments at the public input session. The Board explained they are soliciting written comments.

Brent Shaver commended the Town for the work being done to become ADA compliant. He said at Sailfish they do have ADA compliant tables.

Keith Smith asked about what people will be talking about on the 29<sup>th</sup>. He said the pier plan is a dead plan.

Rick McInturf said he is confused on the pier input process.

## **TOWN MANAGER'S REPORT**

- Summarized the sewer lift station 2 update worksheet (hereby incorporated into the minutes).
- Personnel – The Inspections Department has a new permit specialist on board, Kymberly Bowman. Police are recruiting hard to fill one vacancy and waiting on the state for the second vacancy. We have an upcoming vacancy at the front desk starting Friday.
- Coastal Storm Risk Management Study – we have made our application for the NC Division of Water Resources \$750,000 in the state budget for Holden Beach to contribute to the Town's study. That will be our contribution match. The important thing about that is the Corps' program manager and the state contact are communicating on how those funds will flow. We believe that flow will not hit our books. It will go from the state to the Corps. We still believe that these funds and the pending Federal Disaster Relief Act money will negate the need for any further Town money, however due to the current federal budget impasse, the Corps may need to set their pencils down after April until the treasury funds flow to the Corps in the current budget year. They have an appropriation but the budget impasse is holding it up.
- Canal Dredging – lowest bid came in at \$189,000 for 2,700 cubic yard bucket to barge project in Harbor Acres. That was awarded to TD Eure which was awarded by the Board contingent on

getting the final Corps' approval. We believe we will be in a position by the end of the week to make the award. The project is being partially paid for with a NC DWR grant at a 75/25 split. The grant contract execution is also contingent on the final Corps' approval.

- Stormwater Project Partnership Agreement (PPA) – staff met with the Corps' program manager to give them help in developing a draft partnership agreement. We anticipate that the PPA will bring forward five or six stormwater projects that are coming in slightly below \$2 million. It will probably be another two weeks for the Corps to get their rough draft and then approximately two months to get the approvals from the Town and the Corps. The intent is to position the Town to receive federal stormwater funding through the 5113 program.
- Ocean Boulevard Resurfacing Project – they are really moving along. They are making good progress but we are still being told it will be finished by Memorial Day.
- Condition of the Beach Strand – we initiated some rock raking from the pier to the 800 block. Based on the bashing from the winter storms there is quite a bit of detritus and refuse out there. Our efforts to do that preemptively were praised by regulatory agencies and we have been informed that once we finish the effort up our notice of violation for rocks on the beach will be lifted. Even though the notice of violation from the project will be lifted, we still have the three-year tilling requirement that is in our permit to manage.
- East End Lockwood Folly Maintenance Crossing Project - we understand that they are scheduled to mobilize this week. The dredge Lexington will be used through the end of March, depositing 100,000 cubic yards of beach compatible sand on the east end. Historically it starts around Amazing Grace and stretches back toward Blockade Runner.

## MAYOR'S COMMENTS

- Jack Smyrl has gone on to a better place than Holden Beach; the only place better than Holden Beach. His widow sent a letter. Mr. Smyrl owned a house here in the early 40s.
- Thanks for being here.

## BOARD OF COMMISSIONERS' COMMENTS

### Mayor Pro Tem Myers

- For those listening online, you probably noticed we are trying a new camera and microphone system. Please give us feedback. We are trying to improve the voice, sound and video image.
- Before this meeting we had a budget meeting, in which we went through our objectives for the year. We made a lot of progress. We will come back with a revised list that spells out where we intend to focus our efforts and what objectives we have for the upcoming year.

### Commissioner Smith

- Thanked everyone who came out.
- Dealing with ADA for most of his life and being part of this mediation, he was just trying to assure the public we need to look out for everybody. Sooner or later, we will all be incapacitated to some point. He would hate to not be able to walk out there at the Sailfish Park. That was his

only thought for wanting to move forward with what he thought was a very non-invasive plan. We got the feedback. He feels sure that at some point it will come back.

- Requested that the combined meetings be held on March 8<sup>th</sup> and 18<sup>th</sup>. He asked to change the meeting on the 8<sup>th</sup> to 4:00 p.m.
- For the pier we voted not to accept the bid, which he agreed with. They also voted to not re-bid it, which he didn't agree to. Thinks we should put the pier plan on the website and it should be part of the conversation on the 29<sup>th</sup>.
- Thanked folks online. As we move forward, hopes the Board can come together and make more unanimous votes to move forward.
- Staff is appreciated.

#### Commissioner Thomas

- Asked attorney if she received the Town files from Mr. Green. Attorney Moore explained she doesn't have them in her possession yet.
- Pier Input Session – we want people's input on what they want. We want to know different opinions. We want to know what people are thinking. When we did Sailfish, they had drawings, but a lot of people just gave their opinion. Plans on being there and thinks several other commissioners will be there to hear input. People can write down whatever they want on the comment sheets.

#### Commissioner Dyer

- Thanked everyone listening online and everyone coming out. Appreciates your input and comments.
- Thanked staff. They continue to do excellent work.
- Paving – keep in mind it will take 20 – 30 minutes to move around the beach. Keep that in mind and plan ahead. Those guys are working hard. Let's keep them safe. We know it is happening. Please be patient and let those guys do their work.

#### Commissioner Paarfus

- Thanked everyone for participating, here and online. It is really important; we need to hear from you.
- Pier Input Session - asking people what they want on the end state of the property, where they want to end up. Personally, would like to see the pier out to its original length and be good for 30 years. Look at what is there. There are some good ideas. Come with an open mind and let us know what you want.

Mayor Holden corrected information that he provided at the Town's luncheon.

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

Town Clerk Finnell read the reason for Executive Session.



*Motion to go into Executive Session at 7:36 p.m. by Commissioner Dyer; second by Commissioner Smith; approved by unanimous vote.*

#### **OPEN SESSION**

The Board went back into Open Session at 7:53 p.m. No action was taken.

#### **ADJOURNMENT**

*Motion by Commissioner Paarfus to adjourn at 7:53 p.m.; second by Commissioner Thomas; approved by unanimous vote.*

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J. Alan Holden, Mayor

ATTEST:

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Heather Finnell, Town Clerk



Town of Holden Beach  
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE:3/19/24

FROM: Chris Clemmons  
Public Works Director

DATE SUBMITTED:3/7/24

**ISSUE/ACTION REQUESTED:** Discussion and Possible Award of Contract for Roadway Work (High Point Street)

**BACKGROUND/PURPOSE OF REQUEST:** Right Angle Engineering has released an invitation to bid for the paving overlay of High Point Street. The bids are due on March 18<sup>th</sup> so they will not be received in time to be included in the packets. Staff's intent is to send a supplement with the information before the meeting. Due to timing issues, staff is requesting the Board delegate contract authority to the town manager if the engineer makes a recommendation for award that is within the budgeted amount.

Bid documents can be reviewed at <https://hbtownhall.com/>.

**FISCAL IMPACT:** (select one)

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

**CONTRACTS/AGREEMENTS:** (select one)

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

**FINANCE RECOMMENDATION:** Will review once bids are received.

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**TOWN MANAGER'S RECOMMENDATION:** Recommend approval if bid falls within budgeted amounts.

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**ATTACHMENT:**



Town of Holden Beach  
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 3/19/24

FROM: David W. Hewett, Town Manager

DATE SUBMITTED: 3/7/24

**ISSUE/ACTION REQUESTED:**

Board receive evaluation on Holden Beach Pavilion.

**BACKGROUND/PURPOSE OF REQUEST:**

Right Angle Engineering has completed the requested updated structural condition evaluation on the HB Pavilion.

**FISCAL IMPACT:** (select one)

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

**CONTRACTS/AGREEMENTS:** (select one)

REVIEWED BY TOWN ATTORNEY: YES  NO

**ADVISORY BOARD RECOMMENDATION:**

N/A

**FINANCE RECOMMENDATION:**

N/A

**TOWN MANAGER'S RECOMMENDATION:**

Board receive report.

**ATTACHMENT:** Evaluation of HB Pavilion



Town of Holden Beach  
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 3/19/2024

FROM: Tracey Thomas & Tom Myers

DATE SUBMITTED: 3/8/2024

**ISSUE/ACTION REQUESTED:**

Discussion and possible action on the Pavilion.

**BACKGROUND/PURPOSE OF REQUEST:**

Right Angle Engineering Report dated March 4, 2024:

**SUMMARY**

Based on our investigation, no significant repairs and/or improvements were conducted that would prolong the life of the structure or address the main issues that have been raised by our investigations and prior repair plans. Due to lack of significant improvements to the structure and continued deterioration, **we recommend the Pavilion be closed.** When coupling the pile repair work with roof truss repairs, framing repairs, soon to be needed decking restoration, likely roofing replacement, and other aesthetic improvements, these costs likely approach or exceed the current value and/or replacement cost of the 15-year-old structure. Based on our two investigations and evaluations, the pavilion has not been constructed, repaired, or improved in accordance with any engineered plans. As the structure continues to deteriorate it becomes more plausible that a wind event and/or gravity alone will result in significant damage and/or collapse of this structure.

**Possible Action:**

- Instruct staff to rope off entry to pavilion stage and post signs that say, 'Keep Off' or 'Danger.'
- Request that staff send out an RFP to tear down the current pavilion

**FISCAL IMPACT:** (circle one)

BUDGET AMENDMENT REQUIRED: NO

CAPITAL PROJECT ORDINANCE REQUIRED: NO

PRE-AUDIT CERTIFICATION REQUIRED: NO

REVIEWED BY FINANCE DIRECTOR: NO

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

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

**ADVISORY BOARD RECOMMENDATION:** N/A

**FINANCE RECOMMENDATION: N/A**

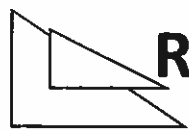
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**TOWN MANAGER'S RECOMMENDATION: N/A**

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**ATTACHMENT**

Right Angle Report dated March 4, 2024



# RIGHT ANGLE

ENGINEERING, PC

212 Princess Street

Wilmington, NC 28401

Tel. (910) 251-8544

Fax (910) 251-2208

March 4, 2024

Mr. David Hewett  
Town Manager  
Town of Holden Beach  
110 Rothschild Lane  
Holden Beach, NC 28462

Re: Evaluation of Holden Beach Pavilion – Updated  
Structural Condition

Mr. Hewett,

As requested, representatives of Right Angle Engineering visited the referenced site in January of 2024 to investigate the existing framing condition as compared to the previous year's investigation. Since the prior year's investigation, we were informed that there had been temporary work done on the structure. There were no engineered design plans provided to us for review of this work. The main purpose of this report is to re-evaluate if the previously designed repairs are functioning as intended since installation in 2010.

## SUMMARY

Based on our investigation, no significant repairs and/or improvements were conducted that would prolong the life of the structure or address the main issues that have been raised by our investigations and prior repair plans. Due to lack of significant improvements to the structure and continued deterioration, we recommend the **Pavilion be closed**. We anticipate that the scope of repairs/improvements could exceed the value of the existing structure and consideration should be given to full replacement of the pavilion.

## PROJECT DESCRIPTION

Building of the original pavilion structure began in 2009 with a contract for construction based on meeting current building codes and no known Engineered design drawings are on record or saved by the Town. After the initial construction of the structure was complete, the Town hired a different Contractor to add galvanized strapping, plates, and ties on the existing wood frame to completely tie the roof to the existing pile foundation (without any engineered design) In 2010, Criser Troutman Tanner Engineers developed temporary bracing system designs to provide proper strength against lateral stresses. Later in 2010, Criser Troutman Tanner developed a Repair Plan that included piles and columns to provide the required foundation for the structure. Both designs were based on design loads of roof system at 20 PSF, floors/balconies at 100 PSF, and wind velocity of 130 mph. It appears that the temporary bracing was installed, but the full Repair Plan that included piling and column improvements was not implemented as recommended.

## INVESTIGATIVE PROCEDURES

Visual observations were taken compared to the design drawings previously mentioned. It does appear that the “Temporary Bracing System” was installed per the design drawings for the structure visible above grade. No significant deficiencies were noted in these areas.

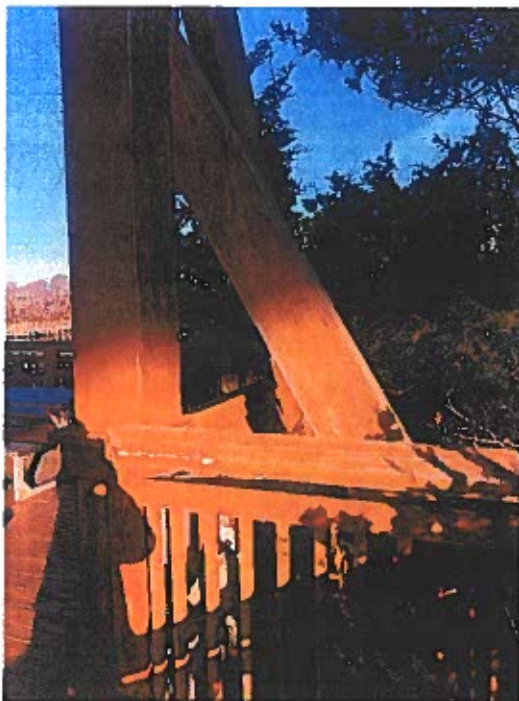


Photo 1 – Rear right side temporary bracing



Photo 2 – Rear left side temporary bracing



Investigation of the pile foundation revealed that no work had been completed as designed in the "Column Repair Plan" which had called for two sister piles to be installed at 10 locations of existing pile locations. These were located around the perimeter with connection details to the existing piles and band framing.



Photo 3 – Corner pile with no pile repairs

The roof truss system appears to have been field constructed. Observation of the framing indicates sagging over the approximately 36 foot span. The butt spliced connections with plates have significant gaps. There were also noted vertical framing elements out of plumb as well as several columns that had the temporary X bracing installed.



Photo 4 – Roof framing



Photo 5 – Roof Framing

Also noted during inspection are plates and hardware showing signs of corrosion from the exposure to the marine environment.



Photo 6 – Truss plate

Below are recent photographs of temporary work conducted prior to January 2024.



Photo 7 – Temporary X Bracing recently installed



Photo 8 – Temporary Column Bracing recently installed



Photo 9 – Temporary Column Bracing recently installed with split column

## RESULTS AND ANALYSIS

It is our understanding that the pavilion structure was in poor condition at the time of the structural repair designs by Criser Troutman in 2010. It was evident that the column repairs, which were designed by an engineer, were never implemented. This likely contributed to the sagging of the roof framing members, and there are additional factors such over-spanned beams, poor connections, design flaws, corrosion, etc. that are negatively impacting the structural integrity of the pavilion. Thus, the structure is currently in very poor condition structurally.

During our 2024 visual observation, there had been X bracing and knee bracing added at the pile level. While this adds some stability, the structure still remains unstable at the roof/clearstory level and there still has been no improvements to the columns/foundation as specified in the Engineered drawings by Criser Troutman.

## CLOSING

Based on our two investigations and evaluations, the pavilion has not been constructed, repaired, or improved in accordance with any engineered plans. As the structure continues to deteriorate it becomes more plausible that a wind event and/or gravity alone will result in significant damage and/or collapse of this structure.

When coupling the pile repair work with roof truss repairs, framing repairs, soon to be needed decking restoration, likely roofing replacement, and other aesthetic improvements, these costs

likely approach or exceed the current value and/or replacement costs of the 15 year old structure. We would recommend that consideration be given to the replacement of the existing pavilion.

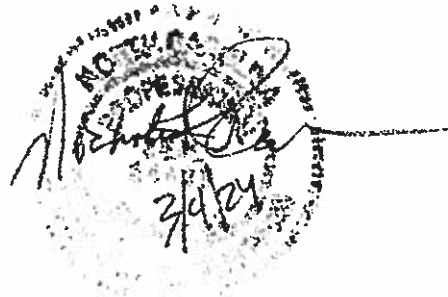
Due to lack of significant improvements to the structure and continued deterioration, we recommend the **Pavilion be closed** until demolition is complete or significant improvements following an engineered design are complete.

If you have any questions or concerns, please feel free to contact us.

For the Firm.



Shane Lippard  
President  
Right Angle Engineering



Nicholas K. Shepard, P.E.  
Structural Engineer



Town of Holden Beach  
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE:3/19/24

FROM: Town Manager

DATE SUBMITTED:3/12/24

**ISSUE/ACTION REQUESTED:** Discussion and Possible Action on Ordinance 24-02, An Ordinance Amending the Holden Beach Code of Ordinances, Chapter 72: Parking Regulations

**BACKGROUND/PURPOSE OF REQUEST:** Recent repaving and the addition of the bike lane by DOT has encroached into the ROW to such an extent that 50 spaces along McCray between Avenue A and Dunescape on the north side of the street are compromised to the extent they can't be used for parking. While it appears, there is still 10 feet of ROW, its use would require removal of brush and fill added to bring the ROW up to the grade of the new road surface. It is believed this would not be a prudent measure as this action would require significant permitting, an encroachment agreement and would result in fill adjacent to documented wetlands.

**FISCAL IMPACT:** (select one)

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

**CONTRACTS/AGREEMENTS:** (select one)

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

**FINANCE RECOMMENDATION:** N/A

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**TOWN MANAGER'S RECOMMENDATION:** Recommend approval of Ordinance 24-02.

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**ATTACHMENT:** Ordinance 24-02

**ORDINANCE 24-02**  
**AN ORDINANCE AMENDING THE HOLDEN BEACH CODE OF ORDINANCES,**  
**CHAPTER 72: PARKING REGULATIONS**

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

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

**Town of Holden Beach**

**Parking Zone and Area Table**

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

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



Sanford St	LSV	Both sides of street		2	H31
Raleigh St	LSV	Both sides of street		2	H32
Fayetteville St	LSV	Westside only		2	H33
Lumberton St	LSV	Westside only		2	H34
Highpoint St	LSV	Both sides of street		2	H35
Neptune St	LSV	Eastside only		2	H36
Davis St, Ocean Blvd W to Brunswick Ave W	F	Eastside only		10	H39
120 Davis St	F	In lot	16		H40
Brunswick Ave West, Davis St. to Jordan Blvd (includes restrooms)	42 X F/2 X HC	Both sides of street		44	H41
Jordan Blvd (OBW to Brunswick Ave)	21 X F/3 X HC	Both sides of street		24	H42
Jordan Blvd (Brunswick to Pavilion)	22 X F/2 X HC	Both sides of street		24	H43
Pump Station 1 South (North of bridge, between BAW and Jordan Blvd)	F	Both sides of street		24	H45
Southshore Dr, West of Jordan Blvd	F	Both sides of street		12	H47
Southshore Dr, Carolina Ave to Quinton St	F	Both sides of street		15	H48
Carolina Ave, Southshore Dr to Quinton St	F	Both sides of street		20	H49
Brunswick Ave East, Jordan Blvd to Quinton St	F	Both sides of street		18	H50
Quinton St	15 x F / 2 x LSV	Westside only		17	H51
114 Ocean Blvd East	HC	In lot	6		H52
Ferry St, North of Ocean Blvd E	LSV	Westside only		2	H54
Ferry St, South of Ocean Blvd E	F	Both sides of street		15	H55
Holden St	F	Westside only		10	H56
Ranger St, South of Ocean Blvd E	LSV	Both sides of street		8	H57
Elizabeth St, South of Ocean Blvd E	LSV	Westside only		3	H58
Mullet St	LSV	Both sides of street		2	H59
220 Ocean Blvd E	F	In lot	12		H60
Bendigo St, South of Ocean Blvd E	F	Both sides of street		8	H61
Blockade Runner Dr	LSV	Westside only		2	H62

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

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

This the 19<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
J. Alan Holden, Mayor

ATTEST:

\_\_\_\_\_  
Heather Finnell, Town Clerk



Town of Holden Beach  
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

FROM: Tracey Thomas & Tom Myers

MEETING DATE: 3/19/2024

DATE SUBMITTED: 3/8/2024

**ISSUE/ACTION REQUESTED:**

Discuss and possible action on Holden Beach Paid Parking fees and schedule

**BACKGROUND/PURPOSE OF REQUEST:**

Oak Island Paid Parking: \$5/hour; \$20/day; \$80/week; \$175/year (Resident Season Permit \$10) (Otto)  
Topsail Beach Paid Parking: \$5/hour; \$25/day; No weekly or season pass  
Kure Beach Paid Parking: \$5/hour; \$20/day; \$100/week; \$225/year (Resident Season Permit \$20)  
Carolina Beach Paid Parking: \$6/hour; \$25/day; \$100/week; No season pass

**Holden Beach Paid Parking: \$4/hour; \$20/day; \$80/week; \$150/year (No resident permits)**

Possible action:

1. Increase Holden Beach fees to be in line with other local beaches
2. Charge for parking during festivals at Pier and East-end
3. Extend the season or charge for parking year-round
4. Implement Resident Season Permits

**FISCAL IMPACT:** (circle one)

**BUDGET AMENDMENT REQUIRED:** NO

**CAPITAL PROJECT ORDINANCE REQUIRED:** NO

**PRE-AUDIT CERTIFICATION REQUIRED:** NO

**REVIEWED BY FINANCE DIRECTOR:** NO

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

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

**ADVISORY BOARD RECOMMENDATION:** N/A

**FINANCE RECOMMENDATION:** N/A

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

**ATTACHMENT-NA**



# Holden Beach Police Department

110 Rothschild St  
Holden Beach, NC 28462  
[www.hbtownhall.com](http://www.hbtownhall.com)

Phone: 910-842-6707  
Fax: 910-846-6907  
<http://www.hbtownhall.com>



Calls For Service (February 2024)

Printed on March 6, 2024

## Descriptions

Descriptions	Totals
Administrative Call	1 1
Alarm (SIG45 Signal 45)	8 8
Animal Control Call	9 9
Armed with Gun Knife or Other Weapon (10-84 x84)	1 1
Assist Other Agency (EMS); Suspicious Vehicle or Subject (10-60 x60)	1 1
Assist Other Agency (Law) (10-77 x77)	1 1
Attempt to Locate (ATL)	3 3
Attempt to Locate (ATL); Unknown Problem [Bravo]	1 1
Back Pain [Alpha]	1 1
Breaking and Entering in Progress (10-62 x62)	1 1
Breathing Problems [Charlie]	1 1
Breathing Problems [Delta]	1 1
Call By Phone (10-21Law x21L)	4 4

Descriptions	Totals
Cardiac or Respiratory Arrest [Echo]	1 1
Debris in Roadway	10 10
Disabled Motorist (10-87 x87)	3 3
Disturbance or Disorderly Subject	1 1
Domestic Disturbance (10-82 x82)	1 1
Escort or Convoy (10-59 x59)	1 1
Falls [Alpha]	1 1
Falls [Alpha]: Assist Other Agency (Fire)	1 1
Falls [Bravo]: Assist Other Agency (Fire)	1 1
Falls [Delta]	1 1
Give Subject a Ride (10-5 x5)	1 1
Hemorrhage [Bravo]	1 1
Improperly Parked Vehicle (10-70 x70)	40 40
Investigate Narcotics Activity (Signal 49 SIG49 10-98 x98)	1 1
Keys In Vehicle or Lockout	1 1
Lost or Found Property	3 3
Lost Person(s) [Charlie]	1 1

Descriptions	Totals
Meet with Complainant (10-83 x83)	17
Meet with Subject or Officer (10-25 x25)	2
Mental Patient or IVC Service (10-73 x73)	1
Noise Complaint	1
Open Door	1
Prowler (10-76 x76); Call By Phone (10-21Law x21L)	1
Psychiatric or Abnormal Behavior or Suicidal [Bravo]; Welfare Check	1
Psychiatric or Abnormal Behavior or Suicidal (Violent) [Bravo]	1
Special Check - Business - Residence (10-79 x79)	447
Special Operations Assignment (Signal 55 SIG55)	2
Stopping Vehicle (10-61 x61)	8
Suicidal [Bravo]	1
Suicidal (Violent) [Bravo]	1
Suspicious Vehicle or Subject (10-60 x60)	1
Suspicious Vehicle or Subject (10-60 x60); Call By Phone (10-21Law x21L)	1
Take Written Report (10-92 x92)	2

<b>Descriptions</b>	<b>Totals</b>
Take Written Report (10-92 x92); Call By Phone (10-21Law x21L); Special Check - Business - Residence (10-79 x79)	1 1
Traffic Accident (Property Damage Only 10-50PD x50PD)	1 1
Unconscious or Fainting [Alpha]	2 2
Unit Busy at Location (10-6 x6)	1 1
Unknown Problem [Bravo]	1 1
Water or Sewer Problems	7 7
<b>Totals</b>	607 607



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HBPD Monthly Report (February 2024)

Printed on March 6, 2024

Reported	Case Number	Address	Offenses	Disposition	Investigator Requested
02/05/24 11:06	HBP24-00009	315 BRUNSWICK AVE	14-72(A) - MISDEMEANOR LARCENY		
02/15/24 13:48	HBP24-00010	OCEAN BLVD E / AVE	DEATH INVESTIGATION	Closed - Unfounded	
02/15/24 16:09	HBP24-00011	SHRIMP ST / CANAL	14-277.1 - COMMUNICATING THREATS	Closed - By Other Means	
02/20/24 09:21	HBP24-00012	181 OCEAN BLVD W	14-72(B) - LARCENY OF A FIREARM - KEEP	Closed - Leads Exhausted	
02/22/24 10:17	HBP24-00013	BOYD ST / GERDA	14-160 - INJURY TO PERSONAL PROPERTY	Closed - Leads Exhausted	
<b>Total Records: 5</b>					





## Holden Beach Police Department

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Holden Beach, NC 28162  
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Phone: 910-842-6707  
Fax: 910-846-6907  
[hdj@hbtownhall.com](mailto:hdj@hbtownhall.com)



Ordinance Violations (February 2024)

Printed on March 6, 2024

Date	Defendant	Citation/Warning	Ordinance
02/02/24	ELLIOTT, MICHELLE	Warning-Compliant	Parking - Right-of-Way Violation
02/03/24	MARZE, SARAH	Warning-Compliant	Parking - Right-of-Way Violation
02/07/24	WARD, SHEA	Warning	Parking - No Parking Zones (All Other)
02/08/24	EVANS, ADAM	Warning	Parking - No Parking Zones (All Other)
02/08/24	MCLEOD, RAY	Warning-Compliant	Parking - Block Mailbox/Driveway
02/08/24	BYRUM, WILBUR	Citation	Parking - Right-of-Way Violation
02/08/24	DEMICHELE, PETER	Citation	Parking - Right-of-Way Violation
02/10/24	TEAGUE, DEANA	Citation	Parking - No Parking Zones (All Other)
02/10/24	SWAB, JENNIFER	Citation	Parking - No Parking Zones (All Other)
02/10/24	YOUNG, JULIAN	Citation	Parking - No Parking Zones (All Other)
02/10/24	LONG, BETSY	Citation	Parking - No Parking Zones (All Other)
02/11/24	GRELLO, DAVID	Citation	Parking - Right-of-Way Violation
02/12/24	CASAS, JOSE	Warning-Compliant	Parking - Roadway/Travel Lane
02/13/24	MAZZARIELLO, ARCANGELA	Warning-Compliant	Parking - Roadway/Travel Lane
02/13/24	GIBSON, AMANDA	Citation	Parking - Non-LSV in LSV Only Area
02/16/24	GSP, TRANSPORTATION	Citation	Parking - Non-LSV in LSV Only Area
02/17/24	COPELAND, JUSTIN	Citation	Parking - No Parking Zones (All Other)
02/17/24	MENDEZ, WILLIAM	Warning-Compliant	Parking - No Parking Zones (All Other)
02/18/24	MEADOWS, REBECCA	Citation	Beach Strand - Prohibited Vehicle on Strand
02/18/24	RHOADES, JENNIFER	Warning-Compliant	Parking - Right-of-Way Violation

Date	Defendant	Citation/Warning	Ordinance
02/18/24	MYERS, KENNETH	Citation	Parking - Non-LSV in LSV Only Area
02/21/24	CO, ELSA	Warning-Compliant	Parking - Roadway/Travel Lane
02/22/24	COOK, PAMELA	Citation	Parking - Fire Lane/Emergency Access
02/22/24	WAMSLEY, BRENDA	Citation	Parking - Fire Lane/Emergency Access
02/24/24	POLLOCK, RICHARD	Citation	Parking - No Parking Zones (All Other)
02/24/24	SHEWCHUK, I	Citation	Parking - No Parking Zones (All Other)
02/26/24	JORDAN, ELIZABETH	Citation	Parking - No Parking Zones (All Other)
02/26/24	CALLAHAN, SALLIE	Warning-Compliant	Parking - No Parking Zones (All Other)
02/26/24	MARCUM, SYLVIA	Warning-Compliant	Parking - Fire Lane/Emergency Access
02/27/24	CONSTRUCTION, BUTCH	Warning-Compliant	Parking - Roadway/Travel Lane
02/28/24	ERRICO, ANTHONY	Citation	Parking - Non-LSV in LSV Only Area

**Total Records: 31**



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State Citations (February 2024)

Printed on March 6, 2024

Date	Defendant	Statutes/Charges
02/14/24	DAVIS, JASON MICKEY	20-28(A) - DWLR
02/26/24	ROBERTSON, ROBERT EUGENE	20-111(2) - EXPIRED REGISTRATION CARD/TAG
02/29/24	STEPPE, MARVIN WAYNE	20-141(J2) - SPEED IN HWY WORK ZONE
<b>Total Records: 3</b>		



Town of Holden Beach  
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 03 / 19 / 2024

FROM: Jeremy Dixon, Chief of Police

DATE SUBMITTED: 02 / 27 / 2024

**ISSUE/ACTION REQUESTED:**

Adopt resolution to allow police department to participate in federal 1033 program.

**BACKGROUND/PURPOSE OF REQUEST:**

Federal 1033 program requires Civilian Governing Board written support for participation.

**FISCAL IMPACT:** (select one)

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

**CONTRACTS/AGREEMENTS:** (select one)

REVIEWED BY TOWN ATTORNEY:	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
----------------------------	-----------------------------------------	-----------------------------

**ADVISORY BOARD RECOMMENDATION:**

**FINANCE RECOMMENDATION:**

**TOWN MANAGER'S RECOMMENDATION:**

**ATTACHMENT:** Resolution Number 24-03

**RESOLUTION NO. 24-03****RESOLUTION DECLARING LAW ENFORCEMENT PARTICIPATION IN THE  
FEDERAL 1033 PROGRAM**

**WHEREAS**, the Department of Public Safety (DPS) Law Enforcement Support Services (LESS) office provides excess Department of Defense equipment to state and local law enforcement agencies to use in law enforcement activities; and

**WHEREAS**, the DPS LESS office works in conjunction with members of the U.S. Department of Defense Logistics Agency to administer and execute the federal 1033 program, which increases the capabilities of law enforcement agencies across North Carolina, while reducing costs to taxpayers; and

**WHEREAS**, the DPS LESS office oversees the transfer of excess property from federal stock to local agencies.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Town of Holden Beach, North Carolina:

1. The Holden Beach Police Department is granted authorization to participate in the federal 1033 program in accordance with the rules and regulations therein; and
2. Participation in the program will be in compliance with Executive Order 14074.

This the 19<sup>th</sup> day of March, 2024.

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J. Alan Holden, Mayor

ATTEST:

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Heather Finnell, Town Clerk

# Permit Report

02/09/2024 - 03/08/2024

Issued Date	Permit #	Permit Type	Project Cost	Total Fees	Total Payments
3/8/2024	240194	Single Family Construction	808,000	\$9,752.10	
3/7/2024	240193	No Permit Required	0		
3/7/2024	240192	Repair	3,000	\$125.00	
3/7/2024	240191	Repair	15,000	\$160.00	
3/6/2024	240190	No Permit Required	20,000		
3/5/2024	240189	Repair	22,550	\$327.95	
3/5/2024	240188	Electrical	1,500	\$100.00	\$100.00
3/5/2024	240187	Mechanical	5,000	\$100.00	
3/5/2024	240186	Electrical	1,000	\$100.00	\$100.00
3/5/2024	240185	Renovation	5,600	\$125.00	\$125.00
3/5/2024	240184	Swimming Pool	56,603	\$784.42	\$784.42
3/5/2024	240183	Zoning	25	\$25.00	\$25.00
3/5/2024	240182	Mechanical	13,365	\$100.00	\$100.00
2/7/2024	240181	Swimming Pool	50,000		
3/4/2024	240180	Mechanical	7,350	\$100.00	\$100.00
3/4/2024	240179	Electrical	300	\$100.00	\$100.00
3/4/2024	240178	Mechanical	6,790	\$100.00	\$100.00
3/1/2024	240177	Plumbing	850	\$100.00	\$100.00
3/1/2024	240176	Repair	70,000	\$655.00	\$655.00
3/1/2024	240175	Repair	14,000	\$151.00	
2/29/2024	240174	Zoning	50	\$50.00	\$50.00
2/29/2024	240173	House Moving	1,075	\$1,175.00	\$1,175.00
2/29/2024	240172	Zoning	50	\$50.00	\$50.00
2/29/2024	240171	Mechanical	8,269	\$100.00	\$100.00
2/28/2024	240170	Boat Lift	178,000	\$1,727.00	
2/28/2024	240169	Renovation	18,000	\$237.00	\$237.00
2/28/2024	240168	Renovation	45,000	\$430.00	\$430.00
2/27/2024	240167	Mechanical	7,236	\$100.00	\$100.00
2/27/2024	240166	Repair	8,600	\$125.00	\$125.00
2/26/2024	240165	Swimming Pool	70,700	\$1,861.30	\$1,861.30
2/26/2024	240164	Renovation	1,200	\$100.00	\$100.00
2/26/2024	240163	Zoning	25	\$25.00	\$25.00
2/23/2024	240162	Mechanical	8,300	\$100.00	\$100.00
2/23/2024	240161	Repair	2,500	\$125.00	\$125.00
2/23/2024	240160	Mechanical	8,260	\$100.00	\$100.00
2/22/2024	240159	Repair	4,800	\$125.00	\$125.00

2/22/2024	240158	Single Family Construction	984,407	\$13,244.96	\$13,244.96
2/22/2024	240157	Mechanical	4,100	\$100.00	\$100.00
2/22/2024	240156	Mechanical	10,875	\$100.00	\$100.00
2/22/2024	240155	Mechanical	9,550	\$100.00	\$100.00
2/21/2024	240154	Mechanical	8,350	\$100.00	\$100.00
2/21/2024	240153	No Permit Required	27,960		
2/21/2024	240152	Renovation	43,450	\$441.05	\$441.05
2/21/2024	240151	No Permit Required	1,300		
2/20/2024	240150	Mechanical	7,000	\$100.00	\$100.00
2/20/2024	240149	Electrical	1,500	\$100.00	\$100.00
2/20/2024	240148	Electrical	1,500	\$100.00	\$100.00
2/20/2024	240147	Electrical	500	\$100.00	\$100.00
2/20/2024	240146	Residential Building	24,000	\$241.00	\$241.00
2/20/2024	240145	Mechanical	6,400	\$100.00	\$100.00
2/19/2024	240144	No Permit Required	18,000		
2/19/2024	240143	Single Family Construction	938,000	\$9,255.05	\$9,255.05
2/19/2024	240142	Mechanical	6,775	\$100.00	\$100.00
2/19/2024	240141	Mechanical	9,581	\$100.00	\$100.00
2/19/2024	240140	Mechanical	8,100	\$200.00	\$200.00
2/16/2024	240139	Repair	5,000	\$125.00	\$125.00
2/16/2024	240138	Renovation	15,000	\$160.00	\$160.00
2/16/2024	240137	No Permit Required	20,000		
2/16/2024	240136	Renovation	125,000	\$1,350.00	\$1,350.00
2/16/2024	240135	Renovation	180,000	\$1,895.00	\$1,895.00
2/16/2024	240134	Repair	7,500	\$125.00	\$125.00
2/16/2024	240133	Renovation	12,000	\$133.00	\$133.00
2/16/2024	240132	Zoning	50	\$50.00	\$50.00
2/15/2024	240131	Electrical	800	\$175.00	\$175.00
2/15/2024	240130	Renovation	80,000	\$1,355.00	\$1,355.00
2/15/2024	240129	Renovation	39,400	\$479.60	\$479.60
2/15/2024	240128	Mechanical	5,000	\$200.00	\$200.00
2/14/2024	240127	Electrical	1,550	\$100.00	\$100.00
2/14/2024	240126	Single Family Construction	899,000	\$22,487.54	\$22,487.54
2/14/2024	240125	Single Family Construction	15,000	\$21,305.69	\$21,305.69
2/14/2024	240124	Renovation	16,000	\$169.00	\$169.00
2/13/2024	240123	Zoning	25	\$25.00	\$25.00
2/13/2024	240122	Mechanical	17,748	\$100.00	\$100.00
2/13/2024	240121	Mechanical	8,900	\$100.00	\$100.00
2/12/2024	240120	Renovation	20,000	\$405.00	\$405.00

2/12/2024	240119	Single Family Construction	1,100,000	\$27,414.26	\$27,414.26
2/12/2024	240118	Addition	21,770	\$420.93	\$420.93
2/12/2024	240117	Addition	30,000	\$945.00	\$945.00
2/9/2024	240116	Zoning	65	\$65.00	\$65.00
2/9/2024	240115	Zoning	50	\$50.00	\$50.00
2/9/2024	240114	Boat Lift	45,000	\$530.00	\$530.00
2/9/2024	240113	Boat Lift	130,000	\$1,295.00	\$1,295.00
2/9/2024	240112	Boat Lift	40,000	\$385.00	\$385.00
2/9/2024	240111	Electrical	500	\$100.00	\$100.00
2/9/2024	240110	Plumbing	5,000	\$100.00	\$100.00
			<b>\$6,414,704.00</b>	<b>\$125,862.85</b>	<b>\$113,519.80</b>

**Total Records: 85**

**PERMIT SUMMARY REPORT**

**COMMERCIAL**

Count 0  
 Total Fees \$0  
 Fees Paid \$0  
 Total Project Cos \$0

**RESIDENTIAL**

Count 85  
 Total Fees \$125,862.85  
 Fees Paid \$113,519.80  
 Total Project Cos \$6,414,704

**TOTAL**

Count 85  
 Total Fees \$125,862.85  
 Fees Paid \$113,519.80  
 Total Project Cos \$6,414,704

ACTIVE NEW HOME PERMITS = 46

OTHER ACTIVE PERMITS= 281

PERMITS ISSUED OVER \$30,000 = 44 (AMOUNT INCLUDED IN ACTIVE TOTAL)

PERMITS ISSUED OVER \$100,000 = 3 (AMOUNT INCLUDED IN ACTIVE TOTAL)

PERMITS ISSUED WAITING PICK UP = 17

TOTAL PERMITS= 344

PERMITS IN REVIEW= 5

CAMA ISSUED= 2

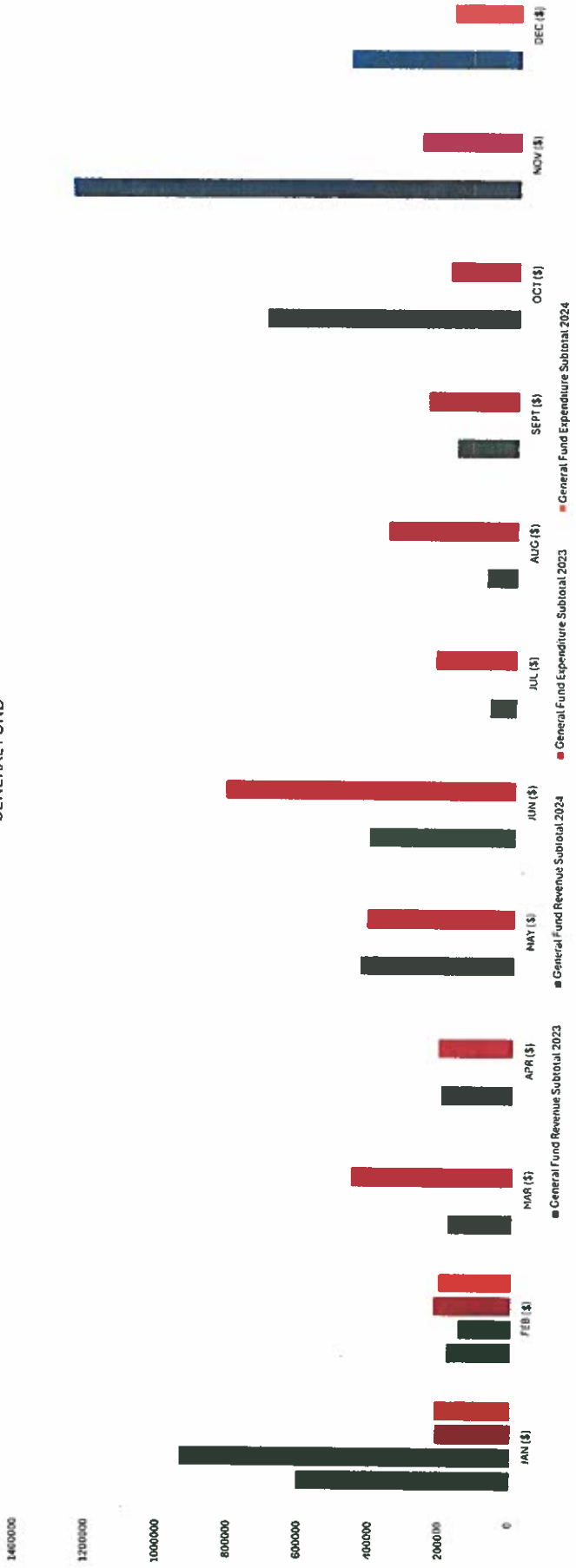
ZONING ISSUED = 9

PERMITS SERVICED FOR INSPECTIONS FROM 2/09-3/08 = 104

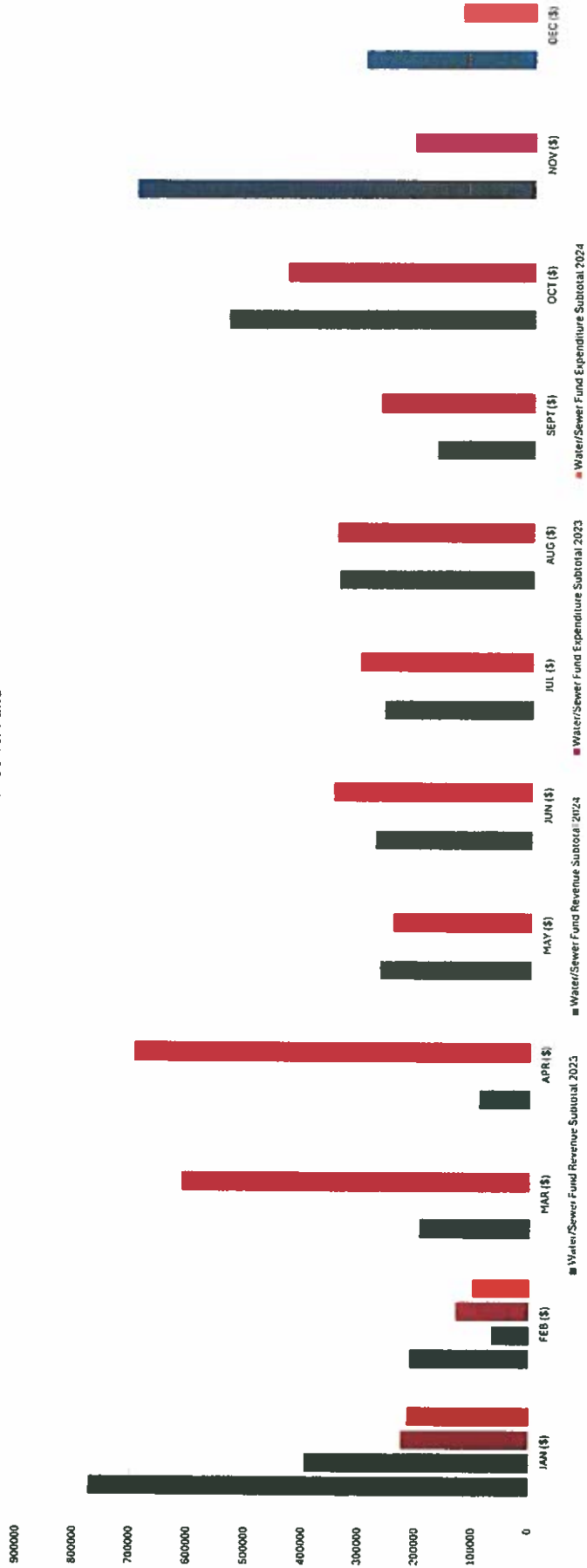
TOTAL INSPECTIONS MADE= 487



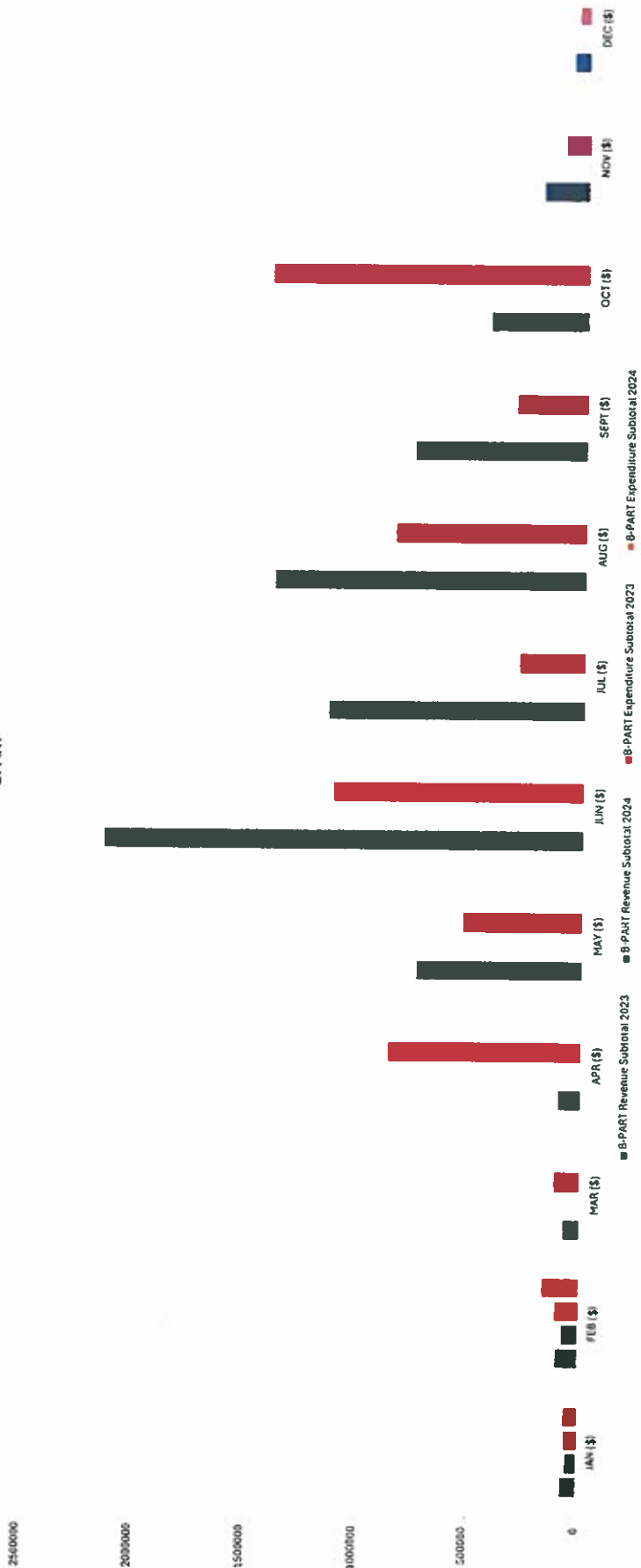
GENERAL FUND



Water/Sewer Fund



BPART





Town of Holden Beach  
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 3/19/2024

FROM: Town Manager Hewett

DATE SUBMITTED: 3/1/2024

**ISSUE/ACTION REQUESTED:** Discussion and possible action in accepting a grant from NC Department of Environmental Quality for bathrooms, associated parking, site prep, and landscaping on Block Q (see memo for more details).

**BACKGROUND/PURPOSE OF REQUEST:** The BOC directed the staff to submit the grant in both a pre-application and final application process. The grant has been awarded and current action rests with the BOC.

**FISCAL IMPACT:** (select one)

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

**CONTRACTS/AGREEMENTS:** (select one)

REVIEWED BY TOWN ATTORNEY: YES  NO

**ADVISORY BOARD RECOMMENDATION:** N/A

**FINANCE RECOMMENDATION:**

Recommend to accept grant and corresponding budget amendment.

**TOWN MANAGER'S RECOMMENDATION:**

Recommend approval

**ATTACHMENT: 1. Staff Memo**

**2. Grant Contract Documents**

**3. Budget Amendment**



Date: March 4, 2024

To: Mayor Holden and Board of Commissioners

From: Christy Ferguson, Assistant Town Manager

DH Town Manager- In Turn

Re: Block Q Access Development (Bathrooms/Associated Parking)

The town applied for and has received a grant from DEQ through the NC Public Beach and Coastal Waterfront Access Program. The total of the grant is \$560,000 of which the town's obligation will be \$140,000 to construct a restroom facility, associated parking, site prep and landscaping. There is a contractual obligation that we must maintain the facilities built using grant funds for 25 years.

If the board accepts/approves the contract, a budget amendment would need to be adopted so that the funds can be recognized in this year's budget. Since we will not be executing the project this fiscal year, they will be reappropriated in next fiscal year's budget. Accepting the grant includes authorizing the manager to execute the grant paperwork.

Attachments: 1. Grant Contract  
2. Budget Amendment

**GRANT CONTRACT NO. 100173-000**  
**Holden Beach – Block Q Access Development 2023 - 2024**

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

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

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

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

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

- 3.0 Precedence Among Contract Documents:** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 2.0 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
- 4.0 Contract Period:** This Agreement shall be effective from the date upon which all parties have signed to **July 31, 2025**, inclusive of those dates.
- 5.0 Grantee's Duties:** As a condition of the grant award, the Grantee agrees to:

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

**GRANT CONTRACT NO. 100173-000**  
**Holden Beach – Block Q Access Development 2023 - 2024**

- 5.1 Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment G), adhering to all budgetary provisions set out therein throughout the course of performance.
- 5.2 Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.
- 5.3 Comply with the requirements of 09 NCAC 03M.0101, *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
- 5.4 Comply with the applicable provisions of Attachment C Notice of Certain Reporting and Audit Requirements.
- 5.5 Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, or (ii) until all audit exceptions have been resolved, whichever is longer.
- 5.6 Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
- 5.7 Obtain written approval from the Department's Contract Administrator (see § 14 below) prior to making any subaward or subgrant not already described in the Award Proposal.
- 5.8 Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.
- 5.9 Take reasonable measures to ensure that any subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Grantee to comply with such terms, conditions, restrictions and requirements.

- 6.0 Historically Underutilized Businesses:** Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this contract. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (984) 236-0130.

- 7.0 Department's Duties:** The Department shall pay the Grantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.
- 8.0 Total Award Amount:** The amount of awarded funds paid by the Department to the Grantee under this Agreement shall not exceed **\$420,000.00** (the "Amount of Award"). This amount consists of:

*Funding:*

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



**GRANT CONTRACT NO. 100173-000**  
**Holden Beach – Block Q Access Development 2023 - 2024**

**Account Coding Information:**

Dollars	Agency	Budget Fund	Natural Account	Agency Management Unit
\$420,000.00	1600	205745	56900015	1605K09

**Grantee Matching Information:**

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

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

- 8.3 The Grantee's matching requirement is **\$140,000.00**, which shall consist of:

<input type="checkbox"/>	In-Kind	\$
<input checked="" type="checkbox"/>	Cash	\$140,000.00
<input type="checkbox"/>	Cash and In-Kind	\$
<input type="checkbox"/>	Other / Specify:	\$

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

Based on the figures above, the **Total Contract Amount** is **\$560,000.00**.

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

- 9.1 The Grantee shall submit invoices to the Department's Contract Administrator at least quarterly. The final invoice must be received by the Department within thirty (30) days following the date on which termination or expiration of this Agreement becomes effective. Amended or corrected invoices must be received by the Department's Financial Services Division within six (6) months of such date. Any invoice received thereafter shall be returned without action.
- 9.2 The Department shall reimburse the Grantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department. As used herein, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment G.

**GRANT CONTRACT NO. 100173-000  
Holden Beach – Block Q Access Development 2023 - 2024**

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

<b>Grantee Contract Administrator</b>	<b>Department’s Contract Administrator</b>
David Hewett, Town Manager Town of Holden Beach  110 Rothchild Street Holden Beach NC 28462 Telephone: (910) 842-6488 Email: <a href="mailto:david.hewett@hbtownhall.com">david.hewett@hbtownhall.com</a>	Michael Christenbury, District Planner North Carolina Department of Environmental Quality, Division of Coastal Management 127 Cardinal Drive Extension Wilmington NC 28405 Telephone: (910) 796-7426 Email: <a href="mailto:mike.christenbury@deq.nc.gov">mike.christenbury@deq.nc.gov</a>

- 15.0 Assignment:** The Grantee may not assign its obligations or its rights to receive payment hereunder.
- 16.0 Procurement:** The Grantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:
  - 16.1 None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Grantee shall be contracted without prior written approval from the Department.
  - 16.2 In the event the Grantee or any subrecipient of the Grantee contracts for any of the work to be performed hereunder, the Grantee shall not be relieved of any duties or responsibilities herein set forth.
  - 16.3 The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, 143-59.2 or 147.86.60.
- 17.0 Subawards:** The Grantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Grantee of any duties or responsibilities herein set forth.
- 18.0 Title VI and Other Nondiscrimination Requirements:** Throughout the course of its performance hereunder, the Grantee shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:
  - 18.1 Title VI of the Civil Rights Act of 1964, as amended;
  - 18.2 Civil Rights Restoration Act of 1987, as amended;

**GRANT CONTRACT NO. 100173-000**  
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- 18.3 Section 504 of the Rehabilitation Act of 1973, as amended;
- 18.4 Age Discrimination Act of 1975, as amended;
- 18.5 Titles II and III of the Americans with Disabilities Act of 1990, as amended;
- 18.6 Title IX of the Education Amendments of 1972, as amended;
- 18.7 Part III of Executive Order No. 11246 (September 24, 1965), as amended; and
- 18.8 Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

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

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

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

**GRANT CONTRACT NO. 100173-000  
Holden Beach – Block Q Access Development 2023 - 2024**

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

**TOWN OF HOLDEN BEACH**

**NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY**

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

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

David Hewett Town Manager

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

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

Town of Holden Beach

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



STATE OF NORTH CAROLINA  
OFFICE OF THE GOVERNOR

ROY COOPER  
GOVERNOR

November 1, 2023

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

Dear Mayor Holden:

I am pleased to announce that Holden Beach has been awarded a public access grant of \$460,734 through the North Carolina Coastal Management Program.

The Division of Coastal Management in the North Carolina Department of Environmental Quality will be administering this grant. If you have any questions concerning this grant, please contact Mike Christenbury in the Wilmington Regional Office at (910) 796-7426

Congratulations on being selected for this grant. I hope these funds will help as you work to provide better public access to our beautiful coastal beaches and waterways.

Sincerely,

A handwritten signature in black ink that reads "Roy Cooper".

Roy Cooper

RAC/swh

cc: Senator Bill Rabon  
Rep. Charles W. Miller  
Braxton C. Davis, Division of Coastal Management

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

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

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

## 2.0 Relationships of the Parties

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

by the Grantee, or

2.4.2 Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

2.4.3 Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

2.5 **Beneficiaries:** Except as herein specifically provided otherwise, this Contract inures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any third person receiving services or benefits under this Contract is an incidental beneficiary only.

### 3.0 Indemnity

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

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

3.2.1 **Worker's Compensation:** The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.

3.2.2 **Commercial General Liability:** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

3.2.3 **Automobile:** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

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



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

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

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

Carolina State Government purposes only.

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

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

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

interpretation, and enforcement shall be determined.

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

- 28.0 Gifts: Per NCGS § 133-32:** It is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:
- 28.1 Have a contract with a governmental agency; or
  - 28.2 Have performed under such a contract within the past year; or
  - 28.3 Anticipate bidding on such a contract in the future

## **ATTACHMENT C**

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

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

#### **1.0 Reporting Thresholds**

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

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

#### **2.0 Other Provisions**

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

- cost principles outlined in the Code of Federal Regulations, 2CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.
- 2.3 Notwithstanding the provisions of 09 NCAC 03M .0205, a recipient may satisfy the reporting requirements of Part (3)(D) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.
  - 2.4 Agency-established reporting requirements to meet the standards set forth in this Subchapter shall be specified in each recipient's contract.



## **CONFLICT OF INTEREST POLICY**

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

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

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

The definition of conflict of interest includes any bias or the appearance of bias in a decision-making process that would reflect a dual role played by a member of the organization or group. An example, for instance, might involve a person who is an Employee and a Board Member, or a person who is an employee and who hires family members as consultants.

### **Employee Responsibilities:**

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

Employees are to avoid any conflict of interest, even the appearance of a conflict of interest. This organization serves the community as a whole rather than only serving a special interest group. The appearance of a conflict of interest can cause embarrassment to the organization and jeopardize the credibility of the organization. Any conflict of interest, potential conflict of interest or the appearance of a conflict of interest is to be reported to your supervisor immediately. Employees are to maintain independence and objectivity with clients, the community, and organization. Employees are called to



maintain a sense of fairness, civility, ethics, and personal integrity even though law, regulation, or custom does not require them.

**Gifts and Favors-Expectation of Ethical Conduct**

**See Attached**

*Dwight W. Hewitt*  
*Town Manager*  
*Holden Beach N.C.*

(Ord. 15-10, passed 12-16-15; Am. Ord. 16-07, passed 3-8-16; Am. Ord. 18-01, passed 2-20-18)

§ 30.25.01 § 160D-109. Conflicts of interest.

(a) Governing Board - A governing board member shall not vote on any legislative decision regarding a development regulation adopted pursuant to this Chapter where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. A governing board member shall not vote on any zoning amendment if the landowner of the property subject to a rezoning petition or the applicant for a text amendment is a person with whom the member has a close familial, business, or other associational relationship.

(b) Appointed Boards - Members of appointed boards shall not vote on any advisory or legislative decision regarding a development regulation adopted pursuant to this Chapter where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. An appointed board member shall not vote on any zoning amendment if the landowner of the property subject to a rezoning petition or the applicant for a text amendment is a person with whom the member has a close familial, business, or other associational relationship.

(c) Administrative Staff - No staff member shall make a final decision on an administrative decision required by this Chapter if the outcome of that decision would have a direct, substantial, and readily identifiable financial impact on the staff member or if the applicant or other person subject to that decision is a person with whom the staff member has a close familial, business, or other associational relationship. If a staff member has a conflict of interest under this section, the decision shall be assigned to the supervisor of the staff person or such other staff person as may be designated by the development regulation or other ordinance.

No staff member shall be financially interested or employed by a business that is financially interested in a development subject to regulation under this Chapter unless the staff member is the owner of the land or building involved. No staff member or other individual or an employee of a company contracting with a local government to provide staff support shall engage in any work that is inconsistent with his or her duties or with the interest of the local government, as determined by the local government.

(d) Quasi-Judicial Decisions - A member of any board exercising quasi-judicial functions pursuant to this Chapter shall not participate in or vote on any quasi-judicial matter in a manner that would violate affected persons' constitutional rights to an impartial decision maker. Impermissible violations of due process include, but are not limited to, a member having a fixed opinion prior to hearing the matter that is not susceptible to change, undisclosed ex parte communications, a close familial, business, or other associational relationship with an affected person, or a financial interest in the outcome of the matter.

(e) Resolution of Objection - If an objection is raised to a board member's participation in or prior to the hearing or vote on a particular matter and that member does not recuse himself or herself, the remaining members of the board shall by majority vote rule on the objection.

(f) Familial Relationship - For purposes of this section, a "close familial relationship" means a spouse, parent, child, brother, sister, grandparent, or grandchild. The term includes the step, half, and in-law relationships. (2019 111, s 2-4, 2020-3, s 4-33(a), 2020 25, s 51(a), (b), (d))

**§ 30.26 AUDIT COMMITTEE OF THE BOC.**

(A) There is hereby established an Audit Committee of the BOC, which shall be comprised of a Chairman of the BOC Audit Committee and not fewer than two, nor more than four Public Members, as determined by the BOC at the first regular Board of Commissioners meeting in January.

(B) Powers and duties The Audit Committee shall:

- (1) Serve as an advisory board for the town's Board of Commissioners,

sufficiently severe or pervasive as to create a hostile work environment.

A particular form of harassment, sexual harassment, is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment includes repeated offensive sexual remarks, continual or repeated comments about an individual's body and offensive sexual language.

Any employee who believes that he or she may have a complaint of harassment may follow the Grievance Procedure described in this Policy or may file the complaint directly with the Human Resources Officer, department director, or the Town Manager. The Human Resources Officer will ensure that an investigation is conducted into any allegation of harassment and advise the employee and appropriate management officials of the outcome of the investigation.

Employees who are found to be engaged in harassment are subject to disciplinary action up to and including dismissal. Employees making complaints of harassment are protected against retaliation from alleged harassers or other employees. Employees witnessing harassment shall also report such conduct to an appropriate Town management official.

All claims of harassment will be thoroughly investigated. Employees are expected to report claims of harassment in good faith and the information provided to be truthful to the best of their knowledge. The Town will endeavor to keep complaints, investigations and resolutions confidential to the extent possible, but the Town cannot compromise its obligation to investigate complaints.

#### **Section 7. Gifts and Favors – Expectation of Ethical Conduct**

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

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

friends, or co-workers where it is clear that it is that relationship which is the motivating factor for the gift.

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

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

### **Section 8. Performance Evaluation**

Supervisors and/or department directors shall normally conduct performance evaluation conferences with each employee upon completion of their probationary period and at least once a year thereafter on their anniversary date. These performance evaluations are intended to be comprehensive discussions of the accomplishments and successes as well as how employees can be more successful in their jobs. The performance evaluations shall be documented in writing and placed in the employee's personnel file in a timely manner. Procedures for the performance evaluation program shall be published by the Human Resources Officer with the approval of the Town Manager.

### **Section 9. Safety**

Safety is the responsibility of both the Town and employees. It is the policy of the Town to establish a safe work environment for employees. The Town shall establish a safety program including policies and procedures regarding safety practices and precautions and training in safety methods. Department directors and supervisors are responsible for ensuring safe work procedures, including the use of all required personal protective equipment and providing necessary safety training programs.

### **Section 10. Use of Town Property and Equipment**

Town equipment, vehicles, materials, tools and supplies shall not be available for personal use and are not to be removed from Town property except in the conduct of official Town business, unless approved by the Town Manager. All Town property, including all electronic communications systems, issued to the employee shall be returned to the employee's supervisor upon termination of employment prior to the issuance of the final pay check.

### **Section 11. Substance Abuse Policy**

The Town is committed to a drug-free workplace to maintain a safe and healthy working environment for employees and a productive, effective work force for the Town's citizens. The Town prohibits employees reporting to work with their ability to perform impaired by alcohol, illegal drugs, intentionally and inappropriately used prescriptions, over-the-counter drugs, or other chemicals and substances. Please refer to the "Drug and Alcohol Policy" located in the administrative policies manual for specific procedural requirements.



2/12/2024

To: State Agency Head and Chief Fiscal Officer

**Certification:**

We certify that the Town of Holden Beach does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1(b).

**Sworn Statement:**

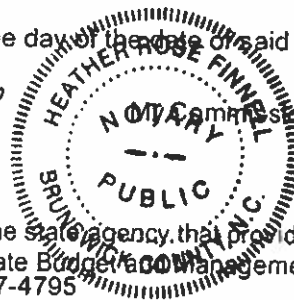
Mayor J. Alan Holden and Town Manager David W. Hewett being duly sworn, say that we are the Board Chair and Town Manager respectively, of the Town of Holden Beach in the State North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made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

*J. Alan Holden*  
\_\_\_\_\_  
Mayor

*David W. Hewett*  
\_\_\_\_\_  
Town Manager

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

*Heather Rose Finney*  
\_\_\_\_\_  
(Notary Signature and Seal)



Commission Expires: 7/20/28

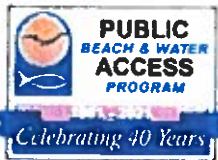
If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management:  
NCGrants@osbm.nc.gov-(919)807-4795

<sup>1</sup> G.S. 105-243.1 defines: Overdue tax debt. -Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

**ON FILE DOCUMENTS**  
**HOLDEN BEACH – BLOCK Q ACCESS DEVELOPMENT 2023-2024**  
**CAMA ACCESS GRANT CONTRACT**

The following documents are on file and available for review at North Carolina Division of Coastal Management's (DCM) main office in Morehead City, located at 400 Commerce Avenue. The contact phone number is 252-808-2808.

1. North Carolina Public Beach and Coastal Waterfront Access Fund 2023-2034 Grant Pre-application RFP packet
2. Town of Holden Beach Pre-application submission: Block Q Access Development
3. North Carolina Public Beach and Coastal Waterfront Access Fund 2023-2024 Grant Final Application RFP packet



**NORTH CAROLINA PUBLIC BEACH AND COASTAL WATERFRONT ACCESS PROGRAM  
 FINAL APPLICATION 2023-2024**

Local Government: Town of Holden Beach Federal ID Number: [REDACTED] 4997

Project Name: Block Q Development

**Brief Project Description:**

The project will provide a bathroom and associated public parking for the Jordan Boulevard beach access. It will also cover site prep and landscaping.

<p><b>Local Government Project Administrator</b></p> <p>Name: <u>David W. Hewett</u></p> <p>Title: <u>Town Manager</u></p> <p>Address: <u>110 Rothschild Street</u></p> <p>City, State, Zip: <u>Holden Beach, NC, 28462</u></p> <p>Telephone: <u>910-842-6488</u></p> <p>Email: <u>david.hewett@hbtownhall.com</u></p>	<p><b>Lead Elected Official</b></p> <p>Name: <u>J. Alan Holden</u></p> <p>Title: <u>Mayor</u></p> <p>Address: <u>110 Rothschild Street</u></p> <p>City, State, Zip: <u>Holden Beach, NC, 28462</u></p>
<p><b>Costs rounded to nearest dollar:</b></p> <p>Grant funds requested: \$ <u>420,000</u> .00</p> <p>Local government's matching funds: \$ <u>140,000</u> .00</p> <p style="padding-left: 20px;">Cash Match: \$ <u>140,000</u> .00</p> <p style="padding-left: 20px;">In-kind Match: \$ <u>0</u> .00</p> <p>Total cost of project: \$ <u>560,000</u> .00</p>	<p><b>Type of Project (choose one):</b></p> <p><input type="checkbox"/> Land Acquisition <input checked="" type="checkbox"/> Site Improvement <input type="checkbox"/> Site Maintenance</p> <p><b>Site Control (check all that apply):</b></p> <p><input checked="" type="checkbox"/> Owned by local government</p> <p><input type="checkbox"/> To be obtained with this land acquisition project</p> <p><input type="checkbox"/> Land acquired under an approved waiver. Expiration date: _____</p> <p><input type="checkbox"/> Leased by applicant for 25 years or more</p> <p><input type="checkbox"/> Easement by applicant for 25 years of more</p> <p><input type="checkbox"/> Owned by other State, Federal, or government agency with a Joint Use Agreement.</p>
<p><b>Local Government Approval:</b> Each grant application must be reviewed and approved by the local governing board at a duly advertised public hearing or meeting. Provide a memorandum resolution, or copy of the minutes indicating the board's action on the application.</p> <p style="text-align: center;">Date of Public Hearing or Public Meeting: <u>August 15, 2023</u></p>	

**Certification**

I hereby certify the information contained in the attached application is true and correct and the required matching funds will be available during the project period.

David W. Hewett  
 Print or Type Name

Town Manager  
 Title

*David W. Hewett*  
 Signature

**Provide the following ATTACHMENTS and NARRATIVE:**

1. **Site location maps:** Provide a regional location map and a detailed vicinity map (street map) showing the location of the proposed project. Include a north arrow, and legible street names.
2. **Parcel information:** Provide the following information for each parcel.
  - A. Attorney's Certification of Site Control
  - B. Name and address of owner
  - C. Project site address
  - D. Lot dimensions/Acreage
  - E. Adjacent water body and length of shoreline. Include NC Division of Water Resources [Surface Water Classification\(s\)](#).
  - F. Applicable setbacks (zoning, CAMA, DOT, other) and local zoning and Future Land Use Map designation(s)
  - G. Deed number, book, page and date
3. **Site description:** Provide a description of the site where the project will be located, including natural features, uses on adjacent lots, and existing improvements. Include an evaluation of the sites appropriateness for public access and proximity to closest/other access sites.
4. **National Flood Insurance Program Floodways & Non-encroachment Areas:** Indicate if the project site or improvements are located in Floodway or Non-encroachment area per 40 C.F.R. § 60.3(d)(3). If the project or improvements are located in one of these areas, additional engineering studies may be needed.
5. **For land acquisition:** Provide a boundary survey indicating land area, along with a preliminary appraisal and a letter of intent to sell from the property owner. The community has five years to begin developing beach and water access facilities on an acquired site. Provide a "Plan for Future Development" to include: a description of how the public will be able to use the site until improved access facilities are in place; a conceptual site plan showing proposed future development; and a timeline for developing the site.
6. **Project description for site improvements:** Provide a description of the access facilities to be built, including information on features, and materials.
7. **Project site plan:** Provide a to-scale site plan showing property lines (label existing uses on adjacent lots), proposed site improvements, existing facilities, and significant natural features.
  - Include a legend, north arrow and graphic scale.
  - Improvements shown as an overlay on aerial photos may also be submitted as a supplement to but not in lieu of a site plan.
  - Provide to-scale building elevations and floor plans as applicable.
8. **List the types and sources of utilities proposed; and identify associated costs on Project Budget. Note above ground utilities must be identified.**



9. **ADA requirements:** Does this project meet ADA requirements? If yes, describe the handicapped accessible features of this project. If no, describe why a handicapped accessible facility is impracticable and outline how handicapped accessibility needs are met within the area. See Designing Facilities for ADA in the application packet.
10. **Exceeding ADA requirements:** Does this project exceed ADA requirements? If yes, describe the handicapped accessible features that exceed ADA requirements.
11. **Project justification:** Explain why the project is needed and how it will benefit your community.
12. **Project description for maintenance of a previous funded sites:** describe the repair and maintenance being proposed. Describe why repairs and maintenance are needed at this site.
13. **Is this project identified as high local priority in your certified Future Land Use Plan or local Access Plan?** *If yes, attach a brief description of the plan and a statement of the extent to which the project implements the policies of the plan.*
14. **Is this project reflected in other policy documents or ordinances?** *If yes, attach a brief description of the document or ordinance and a statement of the extent to which the project implements goals of the document or ordinance.*
15. **Pre-project tasks:** Identify tasks that must be completed prior to starting the project
16. **Permits:** List all necessary permits and/or certifications.
17. **Previous Grants:** Have you previously received an Access Grant from DCM at this site? See the map of previously awarded grants. If yes, list the grant(s) by year.
18. **User Fees:** Is a user fee charged at this site? Do you charge user fees at any other DCM funded sites? If yes to either of these questions, provide the most recent annual accounting report as required by 15A NCAC 07M .310(d).

# Project Budget

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

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

Proposals that include this information increase their likelihood of funding.

Project Elements	Grant	Cash Match	In Kind	Total
<b>Land Acquisition Costs</b>				
	\$	\$	\$	\$0.00
	\$	\$	\$	\$
	\$	\$	\$	\$
<b>Permit and Design Fees</b>				
	\$	\$	\$	\$
	\$	\$	\$	\$
CAMA Permit	\$	\$	\$	\$
<b>Site Improvement Costs: Materials</b>				
Bathroom (proposed 20 x 40)	\$150,000.00	\$50,000.00	\$0.00	\$200,000.00
Bathroom Parking	\$120,000.00	\$40,000.00	\$0.00	\$160,000.00
Site Prep and Landscaping	\$30,000	\$10,000	\$0	\$40,000
<b>Site Improvement Costs: Labor</b>				
Labor	\$120,000.00	\$40,000	\$0.00	\$160,000.00
	\$	\$	\$	\$
	\$	\$	\$	\$
<b>Local Administrative Costs</b>				
	\$	\$	\$	\$0.00
	\$	\$	\$	\$
	\$	\$	\$	\$

<b>Totals</b>	<b>\$420,000.00</b>	<b>\$140,000.00</b>	<b>\$0.00</b>	<b>\$560,000.00</b>
<b>Match Percentages</b>	<b>75 %</b>	<b>25 %</b>	<b>0 %</b>	<b>100 %</b>

# Proposed Local Match

**Local Government:** Town of Holden Beach

**Project Name:** Block Q Development

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

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

Source of Matching Funds			
Type of Matching Funds	Amount of Funds	Funding Source	Availability (Month/Year)
Cash	\$ 140,000.00	BPART	11/2023
	\$		
	\$		
	\$		
	\$		
<b>Total Matching Funds:</b>	\$ 140,000.00		

**Additional Narrative:**

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

N/A

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

N/A

# Project Timeline

The project timeline establishes benchmarks during the project period to ensure timely completion. Progress monitoring occurs at 6-month intervals over the 18-month contract. We recognize that unexpected events may require adjustments to the timeline. The schedule is meant to be an aid for measuring the progress of the project and a guide to making adequate contract adjustments when necessary.

Task	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Return Contract	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Land Acquisition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Permitting Process	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Land Preparation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Landscaping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Final Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Close-Out	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

# Project Reporting Periods

## PROJECT SCHEDULE AND ACTIVITIES CHART

Provide an outline of the projects schedule and activities to be completed in each 6-month period of the 18-month project. Include the amount of grant and local funds proposed to be spent in each project period. Include a 10% holdback of the total grant award in the third reporting period. Do not include the non-cash match.

Total Grant Funds: \$ 420,000 + Total Local Funds: \$ 140,000 = Total: \$ 560,000

<p>Grant funds to be spent \$ <u>42,000</u></p> <p>Local Funds to be spent \$ <u>4,000</u></p>	<p>Work to be completed <u>10</u>%</p> <ul style="list-style-type: none"> <li>• land preparation</li> <li>• permitting</li> <li>•</li> <li>•</li> <li>•</li> </ul>
<b>PROJECT PERIOD 2</b>	
<p>Grant funds to be spent \$ <u>378,000</u></p> <p>Local Funds to be spent \$ <u>126,000</u></p>	<p>Work to be completed <u>90</u>%</p> <ul style="list-style-type: none"> <li>• construction</li> <li>• landscaping</li> <li>• final inspection</li> <li>•</li> <li>•</li> </ul>
<b>PROJECT PERIOD 3</b>	
<p>Grant funds to be spent \$ _____</p> <p>Local Funds to be spent \$ _____</p>	<p>Work to be completed _____%</p> <ul style="list-style-type: none"> <li>•</li> <li>•</li> <li>•</li> <li>•</li> <li>•</li> </ul>



# Attorney's Certification of Site Control for Site Development Projects

**Instructions:** An attorney must certify that the local government has control of the entire site of a proposed development project for providing public access. One form per parcel must be submitted with the Final Application.

**Exception:** This certification is not required for applications only proposing land acquisition or applications proposing to acquire the site of a proposed development project.

Local Government: Town of Holden Beach

Project Name: Block Q Development

Parcel ID # 232NF001 thru 008 & 029

Address: Jordan Blvd, Brunswick Ave & Carolina Ave City Holden Beach, NC 28462

Deed Book 4844 at Page 1072 (attached) Map Book 4 at Page 2 (attached)

**1. Type of Site Control:** Indicate the type(s) of control the applicant has for the project site.

<input checked="" type="checkbox"/> Fee Simple Title	<input checked="" type="checkbox"/> Entire Site (Acres): _____ <input type="checkbox"/> Portion of site (Acres): _____
<input type="checkbox"/> Lease (25 years or longer)	<input type="checkbox"/> Entire Site (Acres): _____ <input type="checkbox"/> Portion of site (Acres): _____
<input type="checkbox"/> Easement	<input type="checkbox"/> Entire Site (Acres): _____ <input type="checkbox"/> Portion of site (Acres): _____

**2. Limitations, Conditions or Encumbrances:**

- No limitations, conditions, or encumbrances
- Limitations, conditions, or encumbrances

- a. For property owned or to be owned by the local government, describe all easements or encumbrances.
- b. Describe any conditions or limitations in current or proposed leases, easements or use agreements. Include restrictions on the local government's use of the site or the rights to be reserved by the landowner that may impact the local government's ability to complete the project in a timely manner and/ or provide for public use for at least 25 years. Attach additional pages if needed.

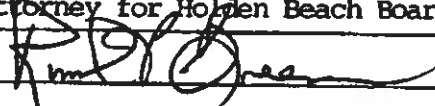
**3. Attorney's Certification**

I have reviewed the site of the proposed project identified on this page and certify that the information provided above is accurate to the best of my knowledge.

Name: (Printed/typed): Richard F. Green

Title: Attorney for Holden Beach Board of Commissioners

NC Bar #: 19042

Signature: 

Date: 8-10-2023

**Provide the following ATTACHMENTS and NARRATIVE:**

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

See attached

2. **Parcel information: Provide the following information for each parcel.**
  - a. **Attorney's Certificate of Site Control**
  - b. **Name and address of owner- Town of Holden Beach-110 Rothschild St.**
  - c. **Project site address- 232NF004; 232NF005; 232NF003; 232NF006; 232NF002; 232NF007; 232NF001; 232NF008; 232NF029**
  - d. **Lot dimensions/Acreage- 1.79 acres**
  - e. **Adjacent water body and length of shoreline. Include NC Division of Water Resources Surface Water Classification(s). The project site is directly across the street from the Atlantic Intracoastal Waterway and boat ramp and one block from the public beach access. The public beach access is to the Atlantic Ocean which is fed by the Lumber River System.**
  - f. **Applicable setbacks (zoning, CAMA, DOT, other) and local zoning and Future Land Use Map designation(s) C1 zoning/ No CAMA setbacks**
  - g. **Deed number, book, page and date Deed 4844; page 1072; Map Book 4 page 2**

3. **Site description: Provide a description of the site where the project will be located, including natural features, uses on adjacent lots, and existing improvements. Include an evaluation of the sites appropriateness for public access and proximity to closest/other access sites.**

The site is referred to as Block Q. It is bordered by South Shore Drive to the north, Quinton Street to the east, Brunswick Avenue to the south, and Jordan Boulevard to the west. The site is currently a vacant lot which the town purchased to provide additional amenities for residents and visitors. The current state includes sand and natural grass. The project site is directly across the street from the Atlantic Intracoastal Waterway and boat ramp and one block from the public beach access. The public access is to the Atlantic Ocean which is fed by the Lumber River System.

4. **National Flood Insurance Program Floodways & Non-encroachment Areas: Indicate if the project site or improvements are located in Floodway or Non-encroachment area per 40 C.F.R. § 60.3(d)(3). If the project or improvements are located in one of these areas, additional engineering studies may be needed.**

The project site is not located in one of these areas.

5. **For land acquisition: Provide a boundary survey indicating land area, along with a preliminary appraisal and a letter of intent to sell from the property owner. The community has five years to begin developing beach and water access facilities on an acquired site. Provide a "Plan for Future Development" to include: a description of how the public will be able to use the site until improved access facilities are in place; a conceptual site plan showing proposed future development; and a timeline for developing the site.**



N/A

**6. Project description for site improvements: Provide a description of the access facilities to be built, including information on features, and materials.**

The Town proposes to make public enhancements on a site that was purchased by the town last year. These enhancements include the creation of a new public restroom facility, public parking, boat trailer parking, stormwater improvements, and green space. The site is needed to relieve the current stress on the Wildlife boat ramp across the street that has limited parking and does not accommodate the number of patrons who frequent the facility. The area is central to our entertainment venue and one of our largest public beach accesses. The Town will be moving forward with the boat trailer parking and ROW parking efforts with its own budgetary funds. The portion of the project that we are asking for grant assistance on is the public restroom facility and parking associated with the restroom, as well as any sidewalks that may be applicable to traversing the area. The Town has communicated with DCM to clarify that we would only want deed restrictions from any grant funding to apply to the parcels that are located in this particular project area for which we are applying for funding assistance.

- 7. Project site plan: Provide a to-scale site plan showing property lines (label existing uses on adjacent lots), proposed site improvements, existing facilities, and significant natural features.**
- Include a legend, north arrow and graphic scale.
  - Improvements shown as an overlay on aerial photos may also be submitted as a supplement to but not in lieu of a site plan.
  - Provide to-scale building elevations and floor plans as applicable.

See the site plan map attached.

**8. List the types and sources of utilities proposed; and identify associated costs on Project Budget. Note above ground utilities must be identified.**

Water and electrical service will be provided to the bathroom.

- 9. ADA requirements: Does this project meet ADA requirements? If yes, describe the handicapped accessible features of this project. If no, describe why a handicapped accessible facility is impracticable and outline how handicapped accessibility needs are met within the area. See Designing Facilities for ADA in the application packet.**

Yes, the restroom and some parking will be handicapped accessible. There will be connecting sidewalks that are also ADA compliant.

- 10. Exceeding ADA requirements: Does this project exceed ADA requirements? If yes, describe the handicapped accessible features that exceed ADA requirements.**

The project exceeds ADA requirements because there will be van accessible parking, new accessible restrooms, and more spaces will be handicapped parking than required.

- 11. Project justification: Explain why the project is needed and how it will benefit your community.**

**TOWN OF HOLDEN BEACH**

**ORDINANCE NO. 24-03**

**AN ORDINANCE AMENDING ORDINANCE 23-11, THE REVENUES AND APPROPRIATIONS ORDINANCE FOR FISCAL YEAR 2023-2024 (AMENDMENT NO. 3)**

Be it ordained by the Mayor and Board of Commissioners of the Town of Holden Beach, North Carolina, that Ordinance No. 23-11 appropriating funds for fiscal year 2023-2024 be amended as follows:

<b>REVENUES</b>			
<b>DESCRIPTION</b>	<b>ACCOUNT #</b>	<b>AMOUNT</b>	<b>ACTION</b>
DEQ GRANT	50.0352.0000	420,000	INCREASE
FUND BALANCE APPROPRIATED	50.0399.0000	<u>140,000</u>	INCREASE
	<u>TOTAL</u>	<u><u>560,000</u></u>	

<b>EXPENDITURES</b>			
<b>DESCRIPTION</b>	<b>ACCOUNT #</b>	<b>AMOUNT</b>	<b>ACTION</b>
BLOCK Q PROJECTS	50.0710.6002	<u>560,000</u>	INCREASE
	<u>TOTAL</u>	<u><u>560,000</u></u>	

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

This amendment is effective the 19th day of March, 2024.

ATTEST:

\_\_\_\_\_  
J. Alan Holden, Mayor

\_\_\_\_\_  
Heather Finnell, Town Clerk



Town of Holden Beach  
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 3/19/2024

FROM: Daniel McRaney

DATE SUBMITTED: 3/8/2024

**ISSUE/ACTION REQUESTED:**

Approval of Budget amendment.

**BACKGROUND/PURPOSE OF REQUEST:**

To transfer unassigned General fund balance over 70% to Beach and Inlet Capital Reserve Fund and to transfer appropriate funds to FEMA fund to cover the cost of the project that was not captured in the disbursements from FEMA.

**FISCAL IMPACT:** (select one)

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

**CONTRACTS/AGREEMENTS:** (select one)

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

**FINANCE RECOMMENDATION:**

Recommend approving budget amendment.

**TOWN MANAGER'S RECOMMENDATION:**

**ATTACHMENT:**

TOWN OF HOLDEN BEACH

ORDINANCE NO. 24-04

AN ORDINANCE AMENDING ORDINANCE 23-11, THE REVENUES AND APPROPRIATIONS ORDINANCE FOR FISCAL YEAR 2023-2024 (AMENDMENT NO. 4)

Be it ordained by the Mayor and Board of Commissioners of the Town of Holden Beach, North Carolina, that Ordinance No. 23-11 appropriating funds for fiscal year 2023-2024 be amended as follows:

**PURPOSE:** To transfer unassigned General Fund Balance over 70% to Beach and Inlet Capital Reserve Fund and to transfer appropriate funds to FEMA fund to cover the cost of the project that was not captured in the disbursements from FEMA.

<b>PART I</b>	<b>GENERAL FUND</b>			
	<b>REVENUES</b>			
	<b>DESCRIPTION</b>	<b>ACCOUNT #</b>	<b>AMOUNT</b>	<b>ACTION</b>
	FUND BALANCE APPROPRIATED	10.0399.0200	809,802	INCREASE
		<u>TOTAL</u>	<u>809,802</u>	
	<b>EXPENDITURES</b>			
	<b>DESCRIPTION</b>	<b>ACCOUNT #</b>	<b>AMOUNT</b>	<b>ACTION</b>
	TRANSFER TO CAPITAL PROJECTS FUND	10.0410.9700	198,813	INCREASE
	TRANSFER TO BEACH INLET CRF	10.0410.9900	610,989	INCREASE
		<u>TOTAL</u>	<u>809,802</u>	
<b>PART II</b>	<b>BEACH AND INLET CRF</b>			
	<b>REVENUES</b>			
	<b>DESCRIPTION</b>	<b>ACCOUNT #</b>	<b>AMOUNT</b>	<b>ACTION</b>
	TRANSFER FROM GENERAL FUND	90.0397.0000	610,989	INCREASE
		<u>TOTAL</u>	<u>610,989</u>	
	<b>EXPENDITURES</b>			
	<b>DESCRIPTION</b>	<b>ACCOUNT #</b>	<b>AMOUNT</b>	<b>ACTION</b>
	CAP RES MISC EXPENDITURE	90.0490.5700	610,989	INCREASE
		<u>TOTAL</u>	<u>610,989</u>	
<b>PART III</b>	<b>FEMA FUND</b>			
	<b>REVENUES</b>			
	<b>DESCRIPTION</b>	<b>ACCOUNT #</b>	<b>AMOUNT</b>	<b>ACTION</b>
	TRANSFER FROM GENERAL FUND	70.0397.0000	198,813	INCREASE
		<u>TOTAL</u>	<u>198,813</u>	
	<b>EXPENDITURES</b>			
	<b>DESCRIPTION</b>	<b>ACCOUNT #</b>	<b>AMOUNT</b>	<b>ACTION</b>
	ADMINISTRATION	70.0410.0000	198,813	INCREASE
		<u>TOTAL</u>	<u>198,813</u>	

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

This amendment is effective the 19th day of March, 2024.

ATTEST:

\_\_\_\_\_  
J. Alan Holden, Mayor

\_\_\_\_\_  
Heather Finnell, Town Clerk



Town of Holden Beach  
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 3/19/2024

FROM: Tom Myers & Daniel McRainey

DATE SUBMITTED: 3/8/2024

**ISSUE/ACTION REQUESTED:**

Discussion and possible action on the annual audit contact

**BACKGROUND/PURPOSE OF REQUEST:**

- The current audit firm has submitted an engagement letter and proposed contract.
- This would be the second year of the three-year proposal presented in FY 2023.
- The Audit Committee met on February 28<sup>th</sup> and voted unanimously to move forward with the current auditor for the 2023/24 annual audit.

Possible Actions:

- Instruct staff to execute the contract for the 2023/24 audit.

**FISCAL IMPACT:** (circle one)

BUDGET AMENDMENT REQUIRED: NO

CAPITAL PROJECT ORDINANCE REQUIRED: NO

PRE-AUDIT CERTIFICATION REQUIRED: YES

REVIEWED BY FINANCE DIRECTOR: YES

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

REVIEWED BY TOWN ATTORNEY: (YES/NO) NO

**ADVISORY BOARD RECOMMENDATION:** Recommend approval.

**FINANCE RECOMMENDATION:** Recommend approval.

**TOWN MANAGER'S RECOMMENDATION:** Recommend approval.

**ATTACHMENTS –**

- 2024 Audit Contract
- 2024 Single Audit Engagement Letter
- Draft minutes from the Audit Committee

The of and	Governing Board Board of Commissioners
	Primary Government Unit Town of Holden Beach, NC
	Discretely Presented Component Unit (DPCU) (if applicable) N/A

*Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)*

and	Auditor Name Martin Starnes & Associates, CPAs, P.A.
	Auditor Address 730 13th Avenue Drive SE, Hickory, NC 28602

*Hereinafter referred to as Auditor*

for	Fiscal Year Ending 06/30/24	Date Audit Will Be Submitted to LGC 10/31/24
-----	--------------------------------	-------------------------------------------------

*Must be within four months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F (Uniform Guidance)* or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.



14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.
15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.
17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.
18. Special provisions should be limited. Please list any special provisions in an attachment.
19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.
21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

**FEES FOR AUDIT SERVICES**

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by:  Auditor  Governmental Unit  Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:  Title and Unit / Company:  Email Address:

OR Not Applicable  (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

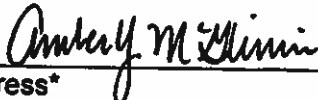
4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

<b>Primary Government Unit</b>	Town of Holden Beach, NC
Audit Fee (financial and compliance if applicable)	\$ 38,875 (\$35,125 audit + \$3,750 single audit for up to 2 programs)
Fee per Major Program (if not included above)	\$ 3,750 per major program in excess of 2
<b>Additional Fees Not Included Above (if applicable):</b>	
Financial Statement Preparation (incl. notes and RSI)	\$ 3,900
All Other Non-Attest Services	\$
<b>TOTAL AMOUNT NOT TO EXCEED</b>	<b>\$ 46,525 (includes 3 major programs)</b>

<b>Discretely Presented Component Unit</b>	N/A
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
<b>Additional Fees Not Included Above (if applicable):</b>	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
<b>TOTAL AMOUNT NOT TO EXCEED</b>	<b>\$</b>

**SIGNATURE PAGE**

**AUDIT FIRM**

Audit Firm* Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative (typed or printed)* Amber Y. McGhinnis	Signature* 
Date* 02/05/24	Email Address* amcghinnis@msa.cpa

**GOVERNMENTAL UNIT**

Governmental Unit* Town of Holden Beach, NC	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)* J. Alan Holden, Mayor	Signature*
Date	Email Address* alan@alanholdenrealty.com

Chair of Audit Committee (typed or printed, or "NA") Tom Myers	Signature
Date	Email Address tmmyers56@gmail.com

**GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE**

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by This Transaction:	\$ 46,525 (includes 3 major programs)
Primary Governmental Unit Finance Officer* (typed or printed) Daniel McRainey, Finance Officer	Signature*
Date of Pre-Audit Certificate*	Email Address* dmcrainey@hbtownhall.com

**CONTRACT TO AUDIT ACCOUNTS**

**SIGNATURE PAGE – DPCU  
(complete only if applicable)**

**DISCRETELY PRESENTED COMPONENT UNIT**

DPCU* N/A	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

**DPCU – PRE-AUDIT CERTIFICATE**

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)* N/A	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

**PRINT**



**Koonce, Wooten & Haywood, LLP**  
CERTIFIED PUBLIC ACCOUNTANTS

**Report on the Firm's System of Quality Control**

To the Shareholders of Martin Starnes & Associates, CPAs, P.A. and the Peer Review Committee, Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

**Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

**Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

**Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of *pass*.

*Koonce, Wooten & Haywood, LLP*

Koonce, Wooten & Haywood, LLP

May 4, 2021

**Raleigh**  
4060 Barrett Drive  
Post Office Box 17806  
Raleigh, North Carolina 27619

919 782 9265  
919 783 8937 FAX

**Durham**  
3500 Westgate Drive  
Suite 203  
Durham, North Carolina 27707

919 354 2584  
919 489 8183 FAX

**Pittsboro**  
579 West Street  
Post Office Box 1399  
Pittsboro, North Carolina 27312

919 542 6000  
919 542 5764 FAX

**Smithfield**  
212 East Church Street  
Post Office Box 2348  
Smithfield, North Carolina 27577

919 934 1121  
919 934 1217 FAX

# MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

*"A Professional Association of Certified Public Accountants and Management Consultants"*

February 5, 2024

Town of Holden Beach  
Attn: Daniel McRainey, Finance Officer  
110 Rothschild Street  
Holden Beach, NC 28462

The following represents our understanding of the services we will provide the Town of Holden Beach.

You have requested that we audit the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Holden Beach, NC, as of June 30, 2024, and for the year then ended, and the related notes to the financial statements, which collectively comprise the Town of Holden Beach's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal and state award programs for the period ended June 30, 2024. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and state award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.



Accounting principles generally accepted in the United States of America require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Law Enforcement Officers' Special Separation Allowance schedules
- Local Governmental Employees' Retirement System's schedules

Supplementary information other than RSI will accompany the Town of Holden Beach's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements (if applicable)
- Budgetary schedules
- Other schedules
- Schedule of Expenditures of Federal and State Awards

#### **Schedule of Expenditures of Federal and State Awards**

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

#### **Data Collection Form (if applicable)**

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

### **Audit of the Financial Statements**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town of Holden Beach's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Town of Holden Beach's basic financial statements. Our report will be addressed to the governing body of the Town of Holden Beach. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or

are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

### **Audit of Major Program Compliance**

Our audit of the Town of Holden Beach's major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended, the Uniform Guidance, and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal and state award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and the State Single Audit Implementation Act will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal or state programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal and state programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Also, as required by the Uniform Guidance and the State Single Audit Implementation Act, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. Our tests will be less in scope

than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### **Management's Responsibilities**

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and State programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federal and state funded activities;
5. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act;
6. For designing, implementing, and maintaining effective internal control over federal and state awards that provides reasonable assurance that the entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
7. For identifying and ensuring that the entity complies with federal and state laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal and state award programs, and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations and the terms and conditions of federal and state award programs;
8. For disclosing accurately, currently and completely the financial results of each federal and state award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;

15. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal and state award programs, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit;
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
  - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report (if applicable); and
  - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report (if applicable).
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year or period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant roles in the system of internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the Schedule of Expenditures of Federal and State Awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the Schedule of Expenditures of Federal and State Awards in accordance with the Uniform Guidance and the State Single Audit Implementation Act, (b) to provide us with the appropriate written representations regarding the Schedule of Expenditures of Federal and State Awards, (c) to include our report on the Schedule of Expenditures of Federal and State Awards in any document that contains the Schedule of Expenditures of Federal and State Awards and that indicates that we have reported on such schedule, and (d) to present the Schedule of Expenditures of Federal and State Awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited basic financial statements readily available to the intended users of the Schedule of Expenditures of Federal and State Awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

## Nonattest Services

We will perform the following nonattest services:

- Draft of financial statements and footnotes
- GASB 34 conversion entries
- Preparation of auditor portions of Data Collection Form (if applicable)
- Preparation of AFIR
- Preparation of LGC's data input worksheet
- Capital asset & depreciation listing maintenance
- Clerical services

We will not assume management responsibilities on behalf of the Town of Holden Beach. However, we will provide advice and recommendations to assist management of the Town of Holden Beach in performing its responsibilities.

The Town of Holden Beach's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

## Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

During the course of the engagement, a portal will be in place for information to be shared, but not stored. Our policy is to terminate access to this portal after one year. The Town is responsible for data backup for business continuity and disaster recovery, and our workpaper documentation is not to be used for these purposes.

### Provisions of Engagement Administration and Fees

Marcie Spivey is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are as follows:

Audit Fee	\$ 35,125
Financial Statement Drafting	3,900
Single Audit Fees (up to 2 programs)	<u>3,750</u>
	<u>\$ 42,775</u>
<b>Additional Fees:</b>	
Charge per major program in excess of 2	<u>\$ 3,750</u>

Please note that the fees above include up to 2 major programs, as indicated. The "total amount not to exceed" listed on the audit contract includes up to 3 major programs. If the total number of major programs exceeds 3 and the "total amount not to exceed" needs to be increased, we will prepare an amended contract to include the fees necessary based on the per program amount listed as additional fees above.

Our invoices for these fees will be rendered in four installments as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the Town of Holden Beach's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

#### *Changing Laws and Regulations*

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

### *Incorrect Accounting Methods or Errors in Client Records*

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

### *Failure to Prepare for the Engagement*

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

### *Starting and Stopping Our Work*

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from \$85-\$400 per hour.

*Government Auditing Standards* require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;



- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management’s consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.’s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and state award programs, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

*Martin Starnes & Associates, CPAs, P.A.*

Martin Starnes & Associates, CPAs, P.A.  
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the Town of Holden Beach by:

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

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

Date: \_\_\_\_\_

**EXCERPT FROM DRAFT MINUTES OF THE AUDIT COMMITTEE'S MEETING OF  
FEBRUARY 28, 2024**

**DISCUSSION AND POSSIBLE ACTION REGARDING THE FISCAL YEAR 2023/2024 AUDIT**

Mayor Pro Tem Myers reviewed the background of this item. The committee talked about how to proceed in their recommendation to the Board.

*Motion by Member Thronson to stay with the current firm for this year, to recommend that to the Board; second by Member Ware.*

The committee talked about the duties of the committee. The committee wants to meet with the auditor and to be more involved. The committee would like to have a kickoff meeting. Member Vale provided information about liability if members speak to the auditor not in a public forum or without staff present.

*The motion passed unanimously.*

The committee discussed being clear on what is expected from the auditor. The committee would like to have a kickoff meeting and the meeting at the end of the process. Open Meeting laws were discussed. Moving forward was discussed.



Town of Holden Beach  
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: March 19, 2024

FROM: Page Dyer & Rick Smith

DATE SUBMITTED: March 8, 2024

**ISSUE/ACTION REQUESTED:**

Direct staff to request RFP to upfit the pier and pier house.

**BACKGROUND/PURPOSE OF REQUEST:**

Have private builder upfit/repair pier house and pier and lease from town. The parking and campground remain in control by the town.

**FISCAL IMPACT:** (select one)

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

**CONTRACTS/AGREEMENTS:** (select one)

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

N/A

**FINANCE RECOMMENDATION:**

N/A

**TOWN MANAGER'S RECOMMENDATION:**

**ATTACHMENT:**



Town of Holden Beach  
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

FROM: Tracey Thomas & Tom Myers

MEETING DATE: 3/19/2024

DATE SUBMITTED: 3/8/2024

**ISSUE/ACTION REQUESTED:**

Discussion and possible action on 796 OBW

**BACKGROUND/PURPOSE OF REQUEST:**

- Town purchased the property in September 2019 for \$342,500 because of possible noise issues when the adjacent sewer system was upgraded. The noise seems to be a non-issue now.
- Town leased the property for a while to a town employee at below market rates. The property now sits vacant and the Town has no current plans for its use.
- The property is a second-row 3,316 square foot 3-bedroom / 2-bathroom residential house that cannot be easily converted into something different. The neighborhood is zoned Single Family Residential.
- After receiving complaints from neighbors, the Town completed a significant renovation to repair several items and improve the appearance of the structure (\$52,670).
- The 2024 loan payment is \$68,120 (principal & interest) and continues thru 2037 (which at 2.29% for 15 years is ~\$850k loan)
- The town should not be in the property management business or competing in the rental home market against its property owners who pay BPART taxes.
- The funds from the sale of the property and savings from ongoing maintenance & loan payments can be put to better use.

Possible Actions:

- Instruct staff to get bids from local realtors to sell 796 OBW

**FISCAL IMPACT:** (circle one)

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

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

**ADVISORY BOARD RECOMMENDATION:** N/A

**FINANCE RECOMMENDATION: N/A**

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

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ATTACHMENT- Tax appraisal card: [Appraisal Card \(brunsco.net\)](#)



Brunswick NC - Property Record Card

Parcel # 246BC002

TOWN OF HOLDEN BEACH,  
- 110 ROTHSCHILD ST.,  
HOLDEN BEACH, NC, 28462

Market Value

KEY INFORMATION

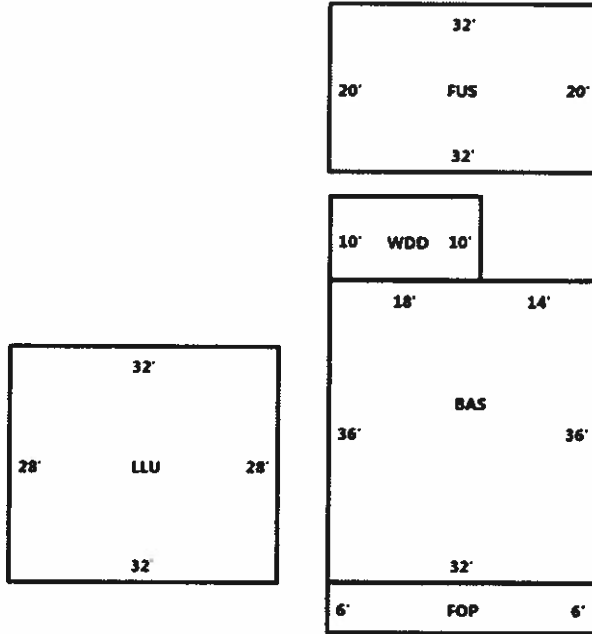
Township	05
Neighborhood	5005 / HOLDEN BEACH ISLAND
Legal Land Type	LT
Legal Land units	1.0000

ASSESSMENT DETAILS

Revaluation Year	2023
Tax Year	2024
Land Value	\$300,000
Building Value	\$369,540
Outbuilding or Extra Features	\$0
Total Market Value	\$669,540
Deferred Value	\$0
Total Assessed Value	\$669,540

BUILDING DETAILS

**Building Number** 1  
**Improvement Type** 07 - SINGLE FAMILY BEACH  
**Valuation Model** 01 - SFR CONSTRUCTION  
**Quality** 3 - AVERAGE  
**Actual Year Built** 1979  
**Heated Area** 1,792 sqft  
**Bedrooms** 3  
**Full Bath** 2  
**Half Bath** 0



**OUTBUILDINGS AND EXTRA FEATURES**

CODE	DESCRIPTION	ACTUAL YEAR BUILT	APPRAISED VALUE
No items to display			

**LAND DETAILS**

LAND USE	UNIT TYPE	# OF UNITS	ZONING
0105 - SFR 2NDROW	LT	1.000	R1 - RESIDENTIAL

**SALES / TRANSFERS**

DEED DATE	DEED BOOK/PAGE	SALE PRICE
09/18/2019	04246/ 1126	\$342,500
08/08/2016	03799/ 0064	\$255,000
06/13/2003	01766/ 0719	\$0
01/01/1983	00521/ 0242	\$67,000



246BC002 06/1/2018

Data last updated: 03/11/2024





Town of Holden Beach  
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

FROM: Tom Myers & Tracey Thomas

MEETING DATE: 3/19/2024

DATE SUBMITTED: 3/8/2024

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**ISSUE/ACTION REQUESTED:**

Discussion and possible action on audio/video broadcasting of Town Meetings

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**BACKGROUND/PURPOSE OF REQUEST:**

The audio/video broadcasting of Town meetings is inadequate. While the new cameras and microphones are an improvement, additional enhancements are still needed (e.g., improved audio and the ability to broadcast the presentations that are displayed on the meeting room television screens).

Possible action:

1. Task Town Staff to review and assess what other towns are doing and make recommendations for improvement.

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**FISCAL IMPACT:** (circle one)

BUDGET AMENDMENT REQUIRED: NO

CAPITAL PROJECT ORDINANCE REQUIRED: NO

PRE-AUDIT CERTIFICATION REQUIRED: NO

REVIEWED BY FINANCE DIRECTOR: NO

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

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

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**ADVISORY BOARD RECOMMENDATION:** N/A

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**FINANCE RECOMMENDATION:** N/A

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

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ATTACHMENT-NA