



**Town of Holden Beach
Board of Commissioners
Public Hearing/Regular Meeting**

**Tuesday, March 14, 2023
5:00 PM**

**Holden Beach Town Hall
Public Assembly**



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

PUBLIC HEARING: Preliminary Assessment Roll for the Improvement of Seagull Drive (Pages 1 - 4)

REGULAR MEETING:

1. Invocation
2. Call to Order/ Welcome
3. Pledge of Allegiance
4. Agenda Approval
5. Approval of Minutes
 - a. Minutes of the Special Meeting of February 16, 2023 (Page 5)
 - b. Minutes of the Regular Meeting of February 21, 2023 (Pages 6 - 17)
6. Public Comments on Agenda Items
7. American Flood Coalition - Tony McEwen, Carolinas Director (Mayor Holden) (Pages 18 - 26)
 - a. Resolution 23-02, A Resolution of the Board of Commissioners of the Town of Holden Beach Providing for the Town of Holden Beach to Become a Member of the American Flood Coalition
8. Police Report - Chief Dixon (Pages 27 - 32)
 - a. Presentation of Traffic Enforcement and Investigation Certificate to Officer Alyse Wade
9. Inspections Department Report - Inspections Director Evans (Pages 33 - 35)
 - a. Report on Coastal Resources Commission Meeting
10. Discussion and Possible Approval of Resolution 23-04, Resolution Confirming Assessment Roll and Levying Assessments on Seagull Drive Property Owners - Town Clerk Finnell (Pages 36 - 39)
11. Discussion and Possible Action on Proposal from Bowman Murray Hemingway Architects for Next Phase of the Holden Beach Pier Project - Town Manager Hewett (Page 40)

12. Discussion and Possible Action on Proposal from Pinnacle Architecture for Next Phase of the Block Q Project – Town Manager Hewett (Pages 41 – 42)
13. Discussion and Possible Approval of Contract Between the Town and Martin Starnes and Associates for Audit Services for Fiscal Year 2022 – 2023 – Finance Officer McRainey (Pages 43 – 61)
14. Discussion and Possible Action on Proposal from McGill Associates for Sailfish Park Site-Specific Master Plan – Assistant Town Manager Ferguson (Pages 62 – 71)
15. Discussion and Possible Action on Contract for Improvements at the Town-Owned Property Located at 796 Ocean Boulevard West – Assistant Town Manager Ferguson (Pages 72 – 73)
 - a. Ordinance 23-05, An Ordinance Amending Ordinance 22-14, The Revenues and Appropriations Ordinance for Fiscal Year 2022 – 2023 (Amendment No. 12)
16. Discussion and Possible Action on North Carolina Public Beach and Coastal Waterfront Access Pre-Application Block Q– Assistant Town Manager Ferguson (Pages 74 – 83)
17. Discussion and Possible Action on Amending the Holden Beach Fee Schedule
 - a. Resolution 23-05, Resolution Amending the Holden Beach Fee Schedule – Public Works Director Clemmons (Pages 84 – 87)
 - b. Resolution 23-06, Resolution Amending the Holden Beach Fee Schedule – Inspection Director Evans (Pages 88 – 90)
18. Discussion and Possible Action on Ordinance 23-06, An Ordinance Amending Ordinance 22-14, The Revenue and Appropriations Ordinance for Fiscal Year 2022 – 2023 (Amendment No. 13, Parking Revenues) – Town Manager Hewett (Pages 91 – 92)
19. Discussion and Possible Action on Ordinance 23-07, Ordinance Amending Holden Beach Code of Ordinances, Chapter 93: Junked Vehicles and Equipment – Inspections Director Evans (Pages 93 – 94)
20. Public Comments on General Items
21. Town Manager’s Report
22. Mayor’s Comments
23. Board of Commissioners’ Comments
24. Closed Session Pursuant to North Carolina General Statute 143-318.11(a)(3), Consult with the Attorney
25. Adjournment

* Visit <https://www.facebook.com/holdenbeachtownhall/> to watch the livestream of the meeting. Public comments can be submitted to heather@hbtownhall.com prior to 12:00 p.m. on March 14, 2023.

Special Assessments

N.C.G.S. Section 160A

Article 10

- **Petition certified by town clerk – March 2, 2021**
- **Preliminary resolution is adopted which gives details of the project – March 16, 2021**
- **Public Hearing held – April 20, 2021**
- **Board adopted a resolution directing the project to be undertaken – May 7, 2021**
- **Paving completed July 2022**

- **Total cost of the project is determined to be \$222,630 and Board adopted resolution ordering preparation of a preliminary assessment roll – January 17, 2023.**

- **A public hearing is held on the preliminary assessment roll. After the hearing, the Board will modify or confirm the assessment roll – March 14, 2023**

- **A copy is delivered to the tax collector for collection. After 20 days, tax collector will publish notice that the assessment roll has been confirmed and assessments may be paid without interest any time within 30 days of the date of notice.**
- **Late payments will be assessed at 8% per annum rate.**



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS
SPECIAL MEETING
THURSDAY, FEBRUARY 16, 2023 – 5:30 P.M.**

The Board of Commissioners of the Town of Holden Beach, North Carolina met for a Special Meeting on Thursday, February 16, 2023 at 5:30 p.m. in the Town Hall Public Assembly. Present were Mayor Pro Tem Rick Smith; Commissioners Brian Murdock, Page Dyer, Pat Kwiatkowski and Gerald Arnold; Town Manager David W. Hewett; Town Clerk Heather Finnell; and Town Attorney Rick Green. Mayor Holden had a previous engagement and was not able to attend.

DISCUSSION ON RESCHEDULING THE DATE FOR THE 2023 – 2024 OBJECTIVES WORKSHOP

The Board discussed combining the objectives meeting with the first budget meeting on March 16th. A couple of members are unable to attend the meeting on March 16th. Town Clerk Finnell will solicit availability and the Board will schedule a date to combine the objectives workshop and the first budget meeting.

CLOSED SESSION PURSUANT TO NORTH CAROLINA GENERAL STATUTE 143-318.11(A)(3), CONSULT WITH ATTORNEY AND NORTH CAROLINA GENERAL STATUTE 143-318.11(A)(6), PERSONNEL

Town Clerk Finnell read the reason for Closed Session.

Motion to go into Closed Session at 5:43 p.m. by Commissioner Kwiatkowski; second by Commissioner Murdock; approved by unanimous vote.

OPEN SESSION

The Board went back into Open Session at 7:49 p.m.

ADJOURNMENT

Motion to adjourn at 7:50 p.m. by Commissioner Kwiatkowski; second by Commissioner Murdock; approved by unanimous vote.

ATTEST:

J. Alan Holden, Mayor

Heather Finnell, Town Clerk



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

The Board of Commissioners of the Town of Holden Beach, North Carolina met for a Regular Meeting on Tuesday, February 21, 2023 at 5:00 p.m. in the Town Hall Public Assembly. Present were Mayor J. Alan Holden; Mayor Pro Tem Rick Smith; Commissioners Brian Murdock, Page Dyer, Pat Kwiatkowski and Gerald Arnold; Town Manager David W. Hewett; Town Clerk Heather Finnell; Assistant Town Manager Christy Ferguson; Police Chief Jeremy Dixon; Public Works Director Chris Clemmons; Inspections Director Tim Evans; Finance Officer Daniel McRainey; Town Attorney Rick Green; and Fire Chief Doug Todd.

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

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

Town Manager Hewett explained Tony McEwen isn't able to attend the meeting and suggested the Board move the American Flood Coalition item to the March meeting.

Motion by Commissioner Arnold to approve the amended agenda (removing item 11); second by Commissioner Murdock; approved by unanimous vote.

APPROVAL OF MINUTES

Motion by Mayor Pro Tem Smith to approve the minutes as written for the January 17th Regular Meeting; second by Commissioner Murdock; approved by unanimous vote.

PUBLIC COMMENTS ON AGENDA ITEMS

Jim Bauer said we still haven't heard anything about the insurance costs of letting the public onto the pier. He suggested the Board should also think about tearing the pier down as they move forward. Mr. Bauer said there is a fantastic opportunity to sell the property at 796 Ocean Boulevard. He explained how he believes that would benefit the Town.

POLICE REPORT – CHIEF DIXON

- Some of the backordered recording equipment came in. It has been installed and is running.
- Started in-service training.
- Added a year-end summary to the report. Reviewed the numbers.

Mayor Pro Tem Smith stated they had breakfast with the deputy chief of the Sheriff's Department, who spoke very highly of Chief Dixon and his department.

INSPECTIONS DEPARTMENT REPORT – INSPECTIONS DIRECTOR EVANS

- The amount of work done was estimated at a value increase of ad valorem taxes in construction improvement of a little over \$2 million. That doesn't include land values. Went over permit numbers.
- Explained the importance of checking with the Inspections Department before starting work.
- Provided information on the Coastal Resources Commission (CRC) meeting to be held in Ocean Isle. Inlet Hazard Areas, vegetation and beach mat regulations will be on the agenda.
- Plan Reviewer/Inspector Redwine is slated to take her next exam and next class in March.

EAGLE SCOUT RECOGNITION

Assistant Town Manager Ferguson provided information on the Eagle Scout projects completed by Gunner Blake and Erwin Chavez. Town Manager Hewett presented them with certificates.

DISCUSSION AND POSSIBLE ACTION ON PROPOSAL FOR SERVICES FROM GREEN ENGINEERING

Public Works Director Clemmons explained at the January meeting, the Board selected Green Engineering for engineering services relating to water system inventory and assessment. Green Engineering has provided a Proposal for Services for the Board's consideration. The total cost for the agreement is \$172,680. In order to approve the agreement, the Board would need to approve a budget amendment transferring \$44,714 from the Water Capital Reserve Fund (CRF), \$50,860 from Contracted Services and \$34,606 from Equipment Purchase Water. The Water CRF is funded by system development fees meant to be used for costs incurred for water system expansion. The transfers, along with the current \$42,500 in Professional Services are necessary to execute the agreement.

Motion by Commissioner Arnold to approve; second by Commissioner Murdock.

Town Manager Hewett said the motion for consideration of the contract needs to include a reference to the federal contracting laws, 200 CFR Appendix 2 specifically so if there is any federal money involved, we can ensure that we are doing it according to the Uniform Contracting Code.

Commissioners Arnold and Murdock agreed to the amended motion. The motion was approved unanimously.

Motion by Commissioner Murdock to approve the budget amendment (Ordinance 23-02); second by Commissioner Arnold; approved by unanimous vote.

FIRE DEPARTMENT UPDATE

Chief Todd explained a fire station can be located anywhere within the parameter of the 800 block to Fayetteville Street to cover the island and the Emergency Operations Center. It does not cover the Turkey Trap Road property. Commissioner Dyer asked about the safety of the equipment from flooding if the station stays in its current location. Chief Todd replied that it could be looked at but the biggest problem is the equipment is getting bigger. A ladder truck cannot fit at the current location. Building orientation, entrance to the property and the staging area were discussed. Chief Todd will get how large the staging area needs to be to Inspections Director Evans.

Chief Todd gave an update on the mainland project. The bid came back at \$5.7 million, which was higher than expected. With that and higher interest rates, they decided to put the project on hold for now.

DISCUSSION AND POSSIBLE ACTION ON FINAL SITE PLAN FOR BLOCK Q

Randy Baker from Pinnacle Architecture joined via conference call. He explained the Board has the revised parking lot layout. They turned the boat parking around so it is easily accessible to the boat ramp. They also have perimeter parking around the site and left a majority as open area. On the left side is the bathroom facility with a little bit of parking around it. If this is the approved layout, they would break it into two phases. The first phase would be the boat parking area and the second phase would be the bathroom facility.

Mayor Holden asked if they did a radius check for trailers. Mr. Baker responded this is an overall layout. They would make sure the radiuses work during the actual design. Mayor Holden suggested that the northwest corner be moved south. It would reduce the angle of the parking area and you could recapture your green area on the north of the newly created area so the lot coverage would be the same. Commissioner Dyer said when they talked about this earlier, there was about 22 boat trailer parking spaces. When the seven or eight spaces were added at the corner of Quinton and South Shore, that took it back to 15. She asked if it is possible to take the seven or eight spaces out and get more boat trailers spots. Mr. Baker said we need to take into account stormwater retention. That area in the corner is basically left for that. Depending on what needs to be done with stormwater retention, they could possibly move into that area. He said when you start making the angle as Mayor Holden mentioned, you will eat up some of the green space. Commissioner Dyer said she thinks we need to maximize the boat trailer parking, even if we need to lose those few car spaces. She suggested eliminating the spaces on Quinton for car parking. She thinks it should be kept green or to maximize trailer parking since that is a residential street and leave the parking for the sides that do not have as many residential homes. Commissioner Kwiatkowski said she doesn't think it hurts to have it in the plan as a maximum. Mr. Baker stated their plan is to do the stormwater retention plan as if the whole area is parking. It will not be that way in the beginning. It will be mostly green space but will be designed so parking can be added later. Commissioner Murdock stated the entrance to the boat trailer parking is coming out in front of a single residential property. He inquired if there is a way to reconfigure it so it comes out on Carolina Avenue. Mr. Baker responded that you could try, but the angle on the parking spaces would get steep. He said they will look at the radiuses.

Mayor Pro Tem Smith asked about the next steps. Mr. Baker said for permitting they need to go through stormwater and erosion control permits. That will take about three months. If the Board is in general good with the overall layout, Phase 1 being the overall boat parking area, they will start the design as soon as maybe next week. He needs to get the plan to his engineer. They will start laying out the turning radiuses and putting everything into a CAD. They will leave a space for Phase 2, the bathroom area. Assistant Town Manager Ferguson asked if the perimeter parking for single cars is intended to be natural. Mr. Baker agreed it will be left natural. Town Manager Hewett said if the Board approves this conceptual plan, we are probably in the next phase of a contract. We need to update the contract to reflect design and to fund that.

Motion by Mayor Pro Tem Smith that we have the town manager execute the contract for the next phase and also have the assistant town manager pursue any grant opportunities. Mayor Holden asked for the motion to be broken into two separate motions.

Motion by Mayor Pro Tem Smith to have the town manager execute the contract for the next phase of Block Q; second by Commissioner Arnold.

Town Manager Hewett said he is not sure there is an appropriation to do that. He suggested taking the budgetary items to the March 13th meeting and we can make the contract contingent on the budget actions.

Mayor Pro Tem Smith amended his motion to have the town manger execute the contract for the next phase contingent on budget requirements. Commissioner Arnold agreed to the amendment. The motion passed by unanimous vote.

Assistant Town Manager Ferguson said the preapplication cycle for the NC Public Beach and Coastal Waterfront Access Program is currently open. Staff has coordinated with the district coordinator for the program. Typically, funding is in the \$200,000 - \$250,000 range, however she has encouragement that this grant cycle may have more funding. Staff is seeking guidance on if the Board would like to seek grant funding. The Town would not be able to start construction until a grant contract is in hand. If we base that on the same cycle that we have seen with the Hatteras ramp at the pier, it would be this time next year before there is a contract, which may not be on pace with what the Board is thinking for Block Q. Assistant Town Manager Ferguson explained the Board could consider phasing it. It is 75/25% grant. She said we do not have costs yet from Pinnacle Architecture but provided estimates on numbers she has discussed with Town Manager Hewett and Inspections Director Evans, which would be \$700,000 for the full project and \$300,000 - \$400,000 for the bathrooms. Restrictions for this grant would be for 25 years.

Commissioner Murdock said Mr. Baker mentioned three – four months for permitting so it doesn't look like it will happen this season. He would want to make sure that if trailer parking can't be put in place for this season, it would definitely be in place for 2024. He wouldn't want the grant to hold that portion up. How to move forward was discussed. Commissioner Murdock stated if the Town's budget allows it, we need to move forward with the boat and trailer parking. He would just apply for the second phase. Mayor Pro Tem Smith thinks separating the two would be best to move forward on the property.

Motion by Mayor Pro Tem Smith that we ask the assistant town manager to pursue the grant opportunity on the restroom portion of Block Q and ADA approved parking and ADA approved restroom in the second segment of Block Q; second by Commissioner Dyer; approved by unanimous vote.

DISCUSSION AND POSSIBLE ACTION ON FINAL SITE PLAN FOR PIER PROPERTY

Chip Hemingway from Bowman Murray Hemingway Architects went over the drawings he provided to the Board. They are talking about renovating the existing pier and the existing pier house and improving the existing parking lot. The structure of the pier is in good shape. They are proposing that they would replace the handrails, electrical and decking as needed. There is one dip they would try to address. As you come back onto the beach the condition of the pier is less desirable than the ocean part of the pier. They will have more significant repairs to that portion. For the whole length, they will replace the hardware that connects the structural members. They will replace certain crossbeams that have cracked and no longer function as designed to. They are proposing that the darker brown portion on their plan would be a completely new structure that would incorporate ADA ramps. There would be new lighting, plumbing and electrical. Mr. Hemingway said in the pier house, they are thinking there would be a concessions area. There would be outdoor seating from the area. The conceptual drawing also has restrooms for the customers and four garage doors for open air dining. On the other side, there is a tackle shop/gift shop and a ticketing area. They also are showing an ice cream/coffee house. On the side there are public restrooms/showers for beach access. The Hatteras ramp would be for Town vehicles and emergency vehicles to access the beach quickly. There is also an ADA accessible ramp for the public to get to the beach strand. Mr. Hemingway said their charge was to come up with a master plan for the best use of the property, which they have done. The second part if approved is to more specifically design the facility and come up with a cost.

Commissioner Kwiatkowski asked if the emergency vehicle access can be moved as far west as possible. Moving the spaces was discussed. Mr. Hemingway said as they continue with the design, they will look at that with their civil engineer. Mayor Pro Tem Smith asked the next steps, timelines and if it is possible to segment some of project. Mr. Hemingway responded that the next step would be to give a proposal to design it for construction documents and for permitting to take place. He should be able to get Town Manager Hewett a proposal in the next two – three weeks for what they perceive as the scope of work and the design fee. The design process will take it through the summer, be ready to bid in August, start work in September/November when they are sure there will be no more hurricanes and be ready for the following summer. He talked about potential ways for phasing the project. Mr. Hemingway will try to get the proposal together before March 13th.

Assistant Town Manager Ferguson asked Mr. Hemingway to keep in mind when he talks to his engineer that the Town put in the grant that there would be as much as possible handicapped parking. Handicapped parking was discussed. Assistant Town Manager Ferguson said the Hatteras ramp is tied to the grant so if the Board moves forward with it, the ramp will need to be completed within 18 months.

Mayor Holden inquired about the bathroom doors on page A3.1, with the prevailing southwest wind and the view of looking into the bathrooms from the side. Inspections Director Evans said it would be a code violation to be able to see in. Mr. Hemingway said they could build a screen wall. Mayor Holden said on the oceanside he would encourage the possibility of reducing the ground level glass. He asked

where the HVAC units would be. Mr. Hemingway replied they have not been located yet, but he was thinking mini splits could be utilized. He showed where the outside units would be proposed. They would be elevated above flood and screened. Mayor Holden asked about the location of the ice cream shop. He asked why prime floor space is being used as a janitor's closet. Mr. Hemingway explained it was a divider between the two businesses. It could be opened up and be one business. Mayor Holden said he would try to figure out how to locate the restrooms on the northside and have the whole room open. Mr. Hemingway said it could be a situation where the Town put all of the infrastructure into the building and whoever rents the space upfits it themselves.

Mr. Hemingway stated he considers the comments to be minor relative to the master plan of the site. The plan will evolve as we get going. It is ready to be approved if the Board agrees. Mayor Holden asked Inspections Director Evans if there is a problem changing the interior if the perimeter walls remain the same. Inspections Director Evans replied no, he has not heard anything that would be an issue.

Motion by Mayor Pro Tem Smith that we move forward with Mr. Heminway's plan and try to get the information we need by the 13th; second by Commissioner Murdock; approved by unanimous vote.

DISCUSSION AND POSSIBLE ACTION ON PAID PARKING PROGRAM ITEMS

Town Clerk Finnell explained Otto Connect has provided an amendment to the paid parking program contract that reflects the change to the fee schedule and how parking violations for non-registered trailers are handled as requested by the Board at the January meeting. Resolution 23-03 would amend the fee schedule to reflect the new fees.

Motion by Mayor Pro Tem Smith to approve Otto Connect's contract amendment #1 and Resolution 23-03; second by Commissioner Murdock; approved by unanimous vote.

Town Manager Hewett explained it is the staff's intent at the regular March meeting to bring back the numbers that we think we will see for revenue in May and June based on the new fees.

DISCUSSION AND POSSIBLE ACTION ON STAFF COLLECTED INFORMATION FOR 796 OCEAN BOULEVARD WEST

Assistant Town Manager Ferguson said at the direction of the Board, the town manager was supposed to get quotes from contractors for external painting, carpentry, electrical and mechanical repairs to 796 Ocean Boulevard West. A Request for Proposals (RFP) was issued and three bids were received, ranging from \$40,990 - \$51,523. They are all disqualified due to administrative deficiencies and statutory prohibitions. Mayor Pro Tem Smith said his understanding is that some of them just didn't turn in all the information requested in the RFP. One was disqualified due to statutory prohibitions. He asked if it would be appropriate to contact the two that didn't turn in the information and get the information, then possibly due to time restraints go with the one with the best price and quickest start time. Assistant Town Manager Ferguson said you could direct the town manager to do that. The next part of the action if the Board would like to go with the most responsive bid with the stipulation that they supply the material is that the Board needs to consider that currently 796 is a water asset. You are appropriating expenses from BPART. If you move forward with the second part, when the revenues come in, they will have to go to water. Revenues have to go the fund that the asset is located in. The cleanest way to do

it would be for water to pay for the repairs so you will need a budget amendment. Town Manager Hewett stated we have looked at the BPART funds to see where it could be sourced from within existing funds. He believes that was figured out, except for about \$17,000, but it doesn't get around the accounting challenges. It would be okay to spend BPART money on the facility because the law allows for it, but from an accounting standpoint it is a water asset. When the revenues come in it would create an issue as to where the revenues would go. At some point the issue on that building being a water asset versus a recreation asset has to be reconciled. It is a \$350,000 question because that is how much the water department paid for it and there is a note outstanding on it. The note is part of the debt service that is paid annually and is part of the calculation made to determine the sewer capital fee. To move forward the BPART Fund could purchase the property from the Water Fund or the property could remain a water asset and the revenues would go into the Water Fund, but then to keep it clean the money for the repairs should come from the Water Fund. Assistant Town Manager Ferguson said in that case there could be a budget amendment at the March 13th meeting and then the revenues would go into the Water Fund.

Commissioner Murdock inquired if the Town could get a couple of informal bids from painters, HVAC contractors and repair contractors without another RFP. Town Manager Hewett said the reason for bundling it was to get everything done at one time. If you start breaking things out, it is not explicit in the contracting law but it is his belief that splitting things out to avoid thresholds on the bidding requirements is not good. We have a bundle of work that collectively meets the informal bid process. Assistant Town Manager Ferguson agreed since it has already been bid once. She explained the budget amendment that will come from the Water Fund will be in the \$48,000 range.

How to move forward was discussed. If renting the property is feasible was discussed. Commissioner Dyer detailed her concerns with improving the property before deciding on a plan to move forward with the property. Commissioner Murdock said he thinks minimal work needs to at least be completed to make it safe regardless of what the Board decides to do with renting it. Improvements will make it look better for the neighbors and will keep the value of the asset instead of letting it deteriorate. Commissioner Dyer agreed, but her concern is rushing into renting. She said she thinks the Board needs to take into consideration the plan for a community center. She talked about the need for a restroom in that area. Inspections Director Evans said you could do something downstairs and then isolate the upstairs for renovation later. The occupancy of the structure would be changed from residential if you do that. He said the Town has a complaint so the Town needs to decide what to do. Commissioner Murdock said the Board could disregard the revenues at this point but he would proceed with at least a partial repair of the structure. Commissioner Kwiatkowski said there is a wide range in the quotes. Mermaid Resort Services has been around for a while. She inquired if it would be beneficial to have a member of Mermaid Resorts talk to the Board. Commissioner Murdock suggested breaking this item into two parts.

Motion by Mayor Pro Tem Smith that we move forward with what we have to do budget wise to make improvements to 796; second by Commissioner Murdock.

Mayor Pro Tem Smith explained that means the Board is going to leave the rental part out at this point until the Board gathers more information. Commissioner Murdock added it means to revisit the two bids. Town Manager Hewett said he will interpret that the work would be done in accordance with the responses from the RFP that was put out. Commissioner Murdock said if there are items that aren't

necessary at this time, the costs may be able to be reduced. The proposed work was discussed. Inspections Director Evans said if the HVAC contractor would speak to him, he would say to do a load calculation based on what the Town thought they would do in the future and provide a unit that could handle the future. Then the Town would not need to buy it twice, it may just require some modifications. Assistant Town Manager Ferguson explained the bidding process. She said if there is going to be a diminishing of the list in the RFP that is going to be significant, she would think that the Board would want to consider a rebid. Mayor Pro Tem Smith and Commissioner Murdock said they are fine with how it is.

The motion passed by unanimous vote.

DISCUSSION AND POSSIBLE ACTION ON PROPOSALS RECEIVED FOR SAILFISH PARK SITE-SPECIFIC MASTER PLAN

Assistant Town Manager Ferguson explained that included in this year's budget was a site-specific master plan for Sailfish Park. Staff sent out a Request for Qualifications (RFQ) and received five proposals back. The proposals were ranked and the top three consultants are listed in the packet. Based on feedback from the Parks & Recreation Advisory Board and needing to capture tourist data, when the proposal went out the Town expressed that we wanted it to go out over two budget years. The \$30,000 put forward would not be expected to be spent this year. Some will need to be reappropriated in next year's budget. She explained the scoring process. Commissioner Kwiatkowski asked that the assessment sheet be added to the packet next time.

Motion by Mayor Pro Tem Smith for the town manager to get with the McGill company and get a contract proposal back to us hopefully by our next meeting; second by Commissioner Dyer; approved by unanimous vote.

DISCUSSION AND POSSIBLE ACTION ON PROPOSALS FOR STORMWATER MANAGEMENT AND CONSULTING SERVICES

Public Works Director Clemmons stated staff solicited qualifications from engineering firms for stormwater management and consulting services. The Town received responses from McGill Associates, WithersRavanel, W.K. Dickson & Co., Geosyntec, GPI and the Wooten Company. Staff reviewed the responses and they were in compliance with the proposal with the exception of the Wooten Company. They did not provide their certificate of existence. Looking at the information, he thinks it was just an oversight on their part. In accordance with federal uniform guidance, staff prepared a ranking sheet for the Board. Mayor Pro Tem Smith asked Public Works Director Clemmons if he thinks some firms would be a better fit for the Town. Public Works Director Clemmons said he looked through all of them and they were all impressive. He explained the reasons he prefers McGill. Commissioner Kwiatkowski said she has done quite a bit of research and there are two firms that stand out to her. She wondered if the Board should interview the top couple of firms. Interviewing the top firms was discussed. The Board provided the rankings to Finance Officer McRainey so they could be totaled.

DISCUSSION AND POSSIBLE ACTION ON PROPOSALS FOR AUDIT SERVICES

Commissioner Kwiatkowski explained the Audit Committee met and reviewed the two firms that had responded to the RFP for the external audit of the Town's finances for the following three years. The two firms evaluated were Martin Starnes Associates and Sharpe Patel CPA. Qualifications provided were made using the scoring tool that was developed by a previous Audit Committee. The results are in the packet. Based upon the scoring tool, the Audit Committee recommends that the Board authorize the town manager to contract with Sharpe Patel CPA. Finance Officer McRainey said at the meeting there were some concerns about the litigation between Sharpe Patel and Rives and Associates. He found the court filing and printed it out if the Board would like to see. Commissioner Kwiatkowski said she reviewed the information on the filing and provided information on it. She said when it was discussed, in the end the committee decided it would not be a distraction. She called references and they are pleased with the firm. Commissioner Kwiatkowski said the cost of the audit Martin Starnes is proposing is 60% higher than what the Town paid this year and it is a significant difference in cost compared to Sharpe Patel. She said the committee feels the qualifications of each team is equal. Mayor Holden asked what kind of protection or guarantee the Town would have to prevent add-on costs. Commissioner Kwiatkowski said neither company gave a guarantee. The references she contacted did not have any issues with the estimates provided.

Town Manager Hewett reviewed his concerns with using Sharpe Patel and with changing from Martin Starnes at this time. Commissioner Kwiatkowski explained the Board doesn't need to take the Audit Committee's recommendation but reviewed how the committee selected Sharpe Patel. Mayor Pro Tem Smith asked Commissioner Kwiatkowski if she thought the litigation would be a distraction for them. Commissioner Kwiatkowski responded no it has been in their background since they split off. Finance Officer McRainey provided his feedback and said the Town has a good working relationship with Martin Starnes. Mayor Holden and Commissioner Kwiatkowski talked about past audit experiences. Commissioner Dyer would like Finance Officer McRainey to be comfortable in the first year of his role. Mayor Pro Tem Smith agreed his comfort level is important. If something was broken, then it would need to be fixed, but they were a good company. Commissioner Kwiatkowski agreed they are both good companies. In addition to the price of Martin Starnes, it is the clear delineation of how the cost was arrived at which was provided by Sharpe Patel and not Martin Starnes.

Motion by Commissioner Kwiatkowski to accept the Audit Committee's recommendation. No second was made.

Mayor Holden announced a five-minute recess at 7:33 p.m.

Mayor Holden reconvened the meeting back at 7:40 p.m.

Mayor Pro Tem Smith said Sharpe Patel being in litigation and having to pay a percent of their profits and still coming in at a lower price gives him cause for concern.

Motion by Mayor Pro Tem Smith that we continue on with Martin Starnes to continue working with our Town to make sure we get our audits in a timely manner and to work with Finance Officer McRainey being he was just put in a new financial position; second by Commissioner Arnold; approved by a 4 – 1

vote with Mayor Pro Tem Smith and Commissioners Murdock, Dyer and Arnold voting for the motion and Commissioner Kwiatkowski voting in the negative.

DISCUSSION AND POSSIBLE ACTION ON PROPOSALS TO STORMWATER MANAGEMENT AND CONSULTING SERVICES

Mayor Holden announced McGill had the highest score and WithersRavanel had the second highest score (tally hereby incorporated into the minutes).

In regards to interviewing the top firms, Town Manager Hewett provided information on the Mini Brooks Act. A selection is to be made of the most qualified firm. Then if there is not an acceptable price to be arrived at you go to the next qualified firm. Since the RFQ didn't announce that is what the Board intended to do, the Board should require a contract proposal from McGill. If it is not acceptable, you would go to the next in line.

Motion by Mayor Pro Tem Smith that we move forward with McGill and company on the Stormwater Management Project; second by Commissioner Arnold; approved by a 4 – 1 vote with Mayor Pro Tem Smith and Commissioners Murdock, Dyer and Arnold voting for the motion and Commissioner Kwiatkowski voting in the negative.

DISCUSSION AND POSSIBLE ACTION ON ORDINANCE 23-03, ORDINANCE AMENDING HOLDEN BEACH CODE OF ORDINANCES, SECTION 130.01 DISCHARGE OF FIREARMS PROHIBITED; EXCEPTIONS

Chief Dixon explained during the December meeting, the discharge of firearms ordinance was discussed. He reviewed it, spoke to the attorney and came up with a simplified ordinance. He reviewed the proposed changes. Chief Dixon said in the ordinance we need to flipflop the words air gun and firearm. Chief Dixon answered questions. He explained the difference between firearms and air guns. Local ordinances are still applicable concerning hunting. Town Manager Hewett provided information on city limits. Chief Dixon explained if you need to protect a person or pet in imminent danger, they would not write a ticket based on that circumstance. It would be based on individual circumstances. He provided information on depredation permits.

Motion by Commissioner Kwiatkowski to approve Ordinance 23-03 as amended with the one correction that the chief said he would put in place, reversing air gun and firearm; second by Commissioner Murdock; approved by unanimous vote.

DISCUSSION AND POSSIBLE APPROVAL OF ORDINANCE 23-04, AN ORDINANCE AMENDING ORDINANCE 22-14, THE REVENUES AND APPROPRIATIONS ORDINANCE FOR FISCAL YEAR 2022 – 2023 (AMENDMENT NO. 11)

Town Manager Hewett explained the amendment recognizes the receipt of revenues derived from the sale of two excess vehicles and reappropriates the money into the Water Capital Outlay – Vehicles line. It will be added to existing money to allow Public Works Director Clemmons to buy one new vehicle.

Motion by Commissioner Murdock to approve Ordinance 23-04; second by Mayor Pro Tem Smith; approved by unanimous vote.

PUBLIC COMMENTS ON GENERAL ITEMS

No comments were made.

TOWN MANAGER'S REPORT

- The CRC will convene in Ocean Isle on Thursday. The Coastal Resources Advisory Council meets Wednesday. There are several items of relevance to Holden Beach on the agenda to include inlet hazard areas, discussion on beach mats, the establishment of the vegetation line and also some environmental projects. Encouraged anyone who is inclined to see how the CRC works, you have a good opportunity to do that at the Ocean Isle Town Hall.
- Issued the service request for the delineation of the parcourse properties.

Mayor Pro Tem Smith inquired if the Board could get an update of what was discussed at the next meeting. Town Manager Hewett said Inspections Director Evans is also attending and can give a report. He has been intimately involved with the inlet hazard areas from the beginning.

MAYOR'S COMMENTS

- Hopes everyone has a good evening.

BOARD OF COMMISSIONERS' COMMENTS

Mayor Pro Tem Smith

- Thanked the people who came in and are listening online. We appreciate their input. Appreciates the emails received this week. They are taken into account.
- Thanked staff for helping him get the particulars for tonight's meeting. Talked to the staff to get perspective on the best ways to move forward.

Commissioner Murdock

- Thanked everyone who came to join us and those who listened.
- Saw a few trees blooming today and daffodils popping up. Ready for the wintertime doom and gloom to be over with. It is warming up and the beach is crowded. Glad to see everyone out and about.
- Congratulated Michael Norton, McGill Associates. He has a couple of big projects.
- Appreciates the staff's input and direction.
- Have a good evening.

Commissioner Dyer

- Thanked everyone for coming. It has been a long evening. We got a lot accomplished working together.
- Thanked the staff for their hard work.
- Have a good night.

Commissioner Kwiatkowski

- Reminded people that the Board was supposed to have their first budget meeting this week to discuss objectives. That date has been moved to March 13th. If you had it on your calendar, please move it forward.

Commissioner Arnold

- Appreciates everyone's concerns.
- Ditto to what has been said.

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

Town Clerk Finnell read the reason for Closed Session.

Motion by Commissioner Murdock to go into Closed Session at 8:01 p.m.; second by Mayor Pro Tem Smith; approved by unanimous vote.

OPEN SESSION

The Board went back into Open Session at 8:06 p.m. No action was taken.

ADJOURNMENT

Motion to adjourn at 8:06 p.m. by Commissioner Kwiatkowski; second by Mayor Pro Tem Smith; approved by unanimous vote.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk

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

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

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

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

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

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

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

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

This the 14th day of March, 2023.

 J. Alan Holden, Mayor

ATTEST:

 Heather Finnell, Town Clerk



AMERICAN

FLOOD

COALITION

OUR POLICIES

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

FloodCoalition.org

Who we are

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



Our mission

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

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

Our 4 solutions pillars



Economy

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



Communities

Use smart planning to keep communities safe and save taxpayer dollars



Rebuilding

Build back stronger to protect communities from future flooding



Military

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

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

Economy

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

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

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

Policies

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

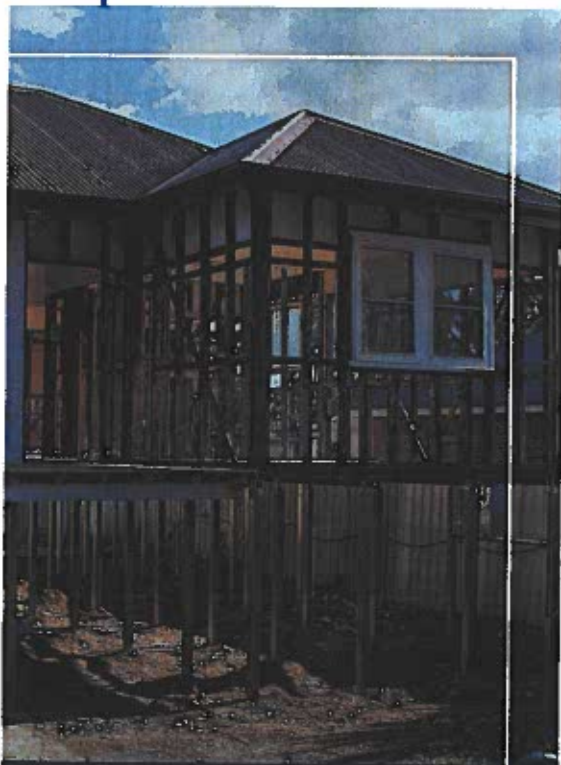


**Investing
\$100M
in water
infrastructure
creates an
estimated
1500+ jobs
in the local
community²**

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

Communities

Use smart planning to keep communities safe and save taxpayer dollars



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

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

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

Policies

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

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

Rebuilding

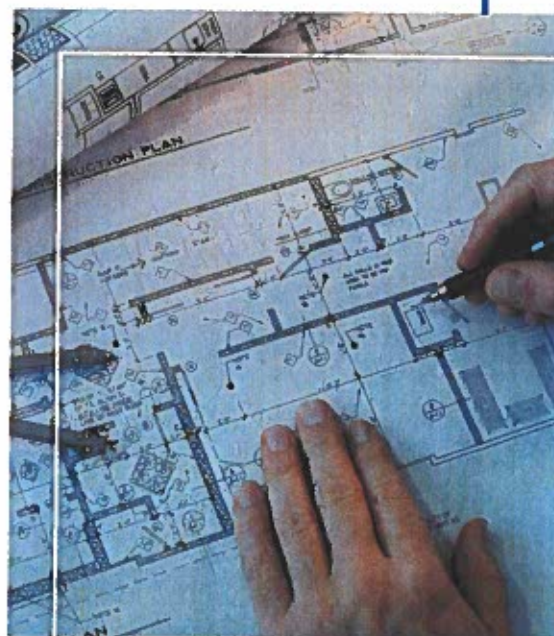
Build back stronger to protect communities from future flooding

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

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

Policies

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

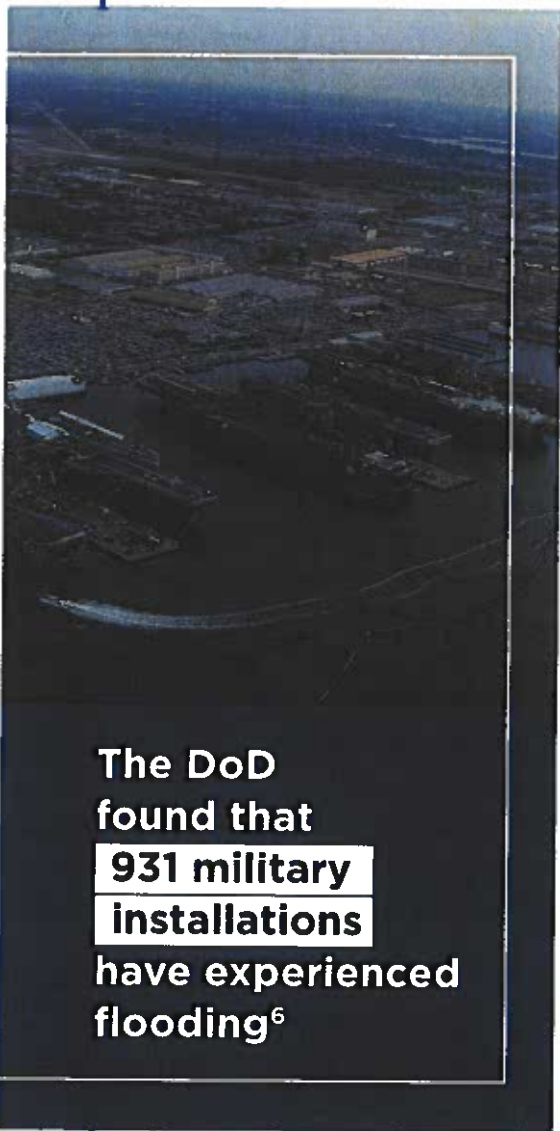


89% of registered voters support a requirement for all federally funded infrastructure to better withstand flooding⁴

⁴ The Pew Charitable Trusts. Poll. January 2018.

Military

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



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

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

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

Policies

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

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

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

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

Member benefits



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

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



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

Learn more at
FloodCoalition.org



Holden Beach Police Department

110 Rothschild St
Holden Beach, NC 28162
www.holdenbeachnc.com

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



Monthly Activity Log (February 2023)

Printed on March 3, 2023

Descriptions	Totals	
911 Hang Up (911HU)	1	1
Abandoned Vehicle	1	1
Alarm (SIG45 Signal 45)	13	13
Animal Control Call	11	11
Assault [Bravo]; Domestic Disturbance (10-82 x82)	1	1
Attempt to Locate (ATL)	5	5
Back Pain [Alpha]	1	1
Breaking and Entering in Progress (10-62 x62)	2	2
Call By Phone (10-21Law x21L)	8	8
Careless & Reckless (C&R)	2	2
Coastal Water Rescue [Delta]	1	1
Debris in Roadway	1	1
Disabled Motorist (10-87 x87)	1	1
Disturbance or Disorderly Subject	1	1
Escort or Convoy (10-59 x59)	1	1
Falls [Alpha]	1	1
Falls [Bravo]	2	2
Improperly Parked Vehicle (10-70 x70)	23	23
Information or Message Delivery (10-14 x14)	1	1
Keys In Vehicle or Lockout	2	2

Descriptions	Totals	
Lost or Found Property	3	3
Medical Alarm [Bravo]; Alarm (SIG45 Signal 45)	1	1
Meet with Complainant (10-83 x83)	14	14
Meet with Subject or Officer (10-25 x25)	1	1
Open Door	1	1
Prowler (10-76 x76)	2	2
Single Residential Fire Alarm [Bravo]	1	1
Special Check - Business - Residence (10-79 x79)	317	317
Stopping Vehicle (10-61 x61)	1	1
Suspicious Vehicle or Subject (10-60 x60)	6	6
Take Written Report (10-92 x92)	5	5
Traffic Accident (Property Damage Only 10-50PD x50PD)	2	2
Traffic Control (10-58 x58)	1	1
Trespassers	1	1
Trespassers; Suspicious Vehicle or Subject (10-60 x60)	1	1
Unconscious or Fainting [Delta]	1	1
Unknown Problem [Bravo]	1	1
Unknown Problem [Delta]	1	1
Water or Sewer Problems	7	7
Wrecker Needed (10-51 x51)	1	1
.	2	2
Totals	449	449



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hbp@holdenbeachnc.com



HBPD Monthly Report (February 2023)

Printed on March 3, 2023

Reported	Case Number	Address	Offenses	Disposition
02/13/23 09:39	HBP23-00025	399 OCEAN BLVD W	14-72(A) - FELONY LARCENY; 14-54(A) - BREAKING AND OR ENTERING (F)/ LARCENY	Investigator Requested
02/23/23 14:27	HBP23-00028	549 OCEAN BLVD W	14-127 - DAMAGE TO REAL PROPERTY; 14-72(A) - FELONY LARCENY	Closed - Unfounded

Total Records: 2



Holden Beach Police Department

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hbpd@hbtowah.dn.com



Ordinance Violations (February 2023)

Printed on March 3, 2023

Date	Defendant	Citation/Warning	Ordinance
02/05/23	FULCHER, KATHRYN	Citation	Parking - Right-of-Way Violation
02/08/23	LEONARD, ROGER	Citation	Parking - Right-of-Way Violation
02/08/23	HUBER, JAMES	Warning	Parking - Right-of-Way Violation
02/08/23	CONTI, PETER	Citation	Parking - Right-of-Way Violation
02/08/23	CASSENS, CYNTHIA	Citation	Parking - Right-of-Way Violation
02/08/23	KRISTLER, JUDY	Warning	Parking - Right-of-Way Violation
02/09/23	PRUETT, CORNELIA	Citation	Parking - Right-of-Way Violation
02/14/23	DAVY, LLOYD	Warning	Parking - Right-of-Way Violation
02/15/23	HOLDER, MARY	Warning	Parking - Handicap Violation
02/18/23	MAUER, PETER	Warning	Parking - Block Crosswalk/Sidewalk/Pedstrian
02/19/23	HEWETT, BRITTANY	Citation	Parking - Right-of-Way Violation
02/19/23	WILLIS, THOMAS	Citation	Parking - Right-of-Way Violation
02/19/23	DEESE, JENNIFER	Citation	Parking - Right-of-Way Violation
02/19/23	RAYL, HESSIE	Citation	Parking - Right-of-Way Violation
02/19/23	LERAY, ELIZABETH	Citation	Parking - Right-of-Way Violation
02/19/23	BATES, RICHARD JR	Citation	Parking - Right-of-Way Violation
02/20/23	DANNY, ARRENDALE	Citation	Parking - Non-LSV in LSV Only Area
02/20/23	DANNA, BRIGGS	Citation	Parking - Non-LSV in LSV Only Area
02/22/23	WILLIAMS, LINDA	Citation	Parking - Right-of-Way Violation
02/22/23	BURTON, LAURA	Citation	Parking - Right-of-Way Violation

Date	Defendant	Citation/Warning	Ordinance
02/27/23	LTD, CCAP	Citation	Parking - Right-of-Way Violation

Total Records: 21

LSV = 0



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State Citation (February 2023)

Printed on March 3, 2023

Date	Defendant	Statutes/Charges
02/02/23	POULOS, ZANIS EMANUEL	20-141(B) - SPEEDING
02/06/23	ORTIZ VILLANUEVA, FERNANDO	20-153 - IMPROPER TURN; 20-141(M) - FAILURE TO REDUCE SPEED
02/06/23	MORALES-DE LEON, ROMEO	20-7(A) - DRIVE W/O LIC FOR VEH-NON COMM
02/23/23	ALTUN-RABANALES, ABNER OSWALDO	20-7(A) - DRIVE W/O LIC FOR VEH-NON COMM

Total Records: 4

LSU = 0

CONSTRUCTION TYPE REPORT

TOWN OF HOLDEN BEACH

02/09/2023 TO 03/06/2023

FY 2022-2023

Constr Type	Sta tus	Description	Date Applied	Permit class/ Number	Occup Group	Square Feet	Valuation(\$)	Permit Fee(\$)
Add	10	Additions	02/13/2023	RDR-018889	G1	0.00	22,000.00	288.00
Add	10	Additions	02/13/2023	BPE-018890	G1	0.00	21,500.00	283.50
Add	10	Additions	02/20/2023	BPCL-018909	G1	0.00	16,000.00	234.00
Add	10	Additions	02/23/2023	BPM-018923	G1	0.00	10,000.00	155.00
Subtotal for Additions:					4	0.00	\$69,500.00	\$960.50
Decks	10	Decks	02/22/2023	BPM-018917	G1	0.00	29,900.00	284.10
Decks	10	Decks	02/23/2023	BPM-018921	G1	0.00	25,000.00	240.00
Decks	10	Decks	02/24/2023	BPM-018926	G1	0.00	12,500.00	127.50
Decks	10	Decks	03/03/2023	BPM-018941	G1	0.00	12,000.00	123.00
Subtotal for Decks:					4	0.00	\$79,400.00	\$774.60
Demoli	10	Demolishin	02/22/2023	DM-018919	G1	0.00	275.00	275.00
Subtotal for Demolishin:					1	0.00	\$275.00	\$275.00
Elect	10	Electrical	02/10/2023	EL-018883	G1	0.00	1,300.00	75.00
Elect	10	Electrical	02/10/2023	EL-018884	G1	0.00	1,300.00	75.00
Elect	10	Electrical	02/10/2023	EL-018885	G1	0.00	1,300.00	75.00
Elect	13	Electrical	02/13/2023	EL-018892	G1	0.00	1,000.00	75.00
Elect	10	Electrical	02/23/2023	EL-018922	G1	0.00	1,300.00	75.00
Elect	13	Electrical	02/24/2023	EL-018925	G1	0.00	1,200.00	75.00
Elect	13	Electrical	02/24/2023	EL-018927	G1	0.00	1,500.00	75.00
Elect		Electrical			19			
Subtotal for Electrical:					21	0.00	\$8,900.00	\$525.00
Mech	13	Mechanical	02/09/2023	MEC-018880	G1	0.00	4,249.00	75.00
Mech	13	Mechanical	02/09/2023	MEC-018881	G1	0.00	7,218.00	150.00
Mech	10	Mechanical	02/09/2023	MEC-018882	G1	0.00	15,557.00	150.00
Mech	13	Mechanical	02/13/2023	MEC-018893	G1	0.00	9,976.00	75.00
Mech	10	Mechanical	02/14/2023	MC-018895	G1	0.00	3,800.00	150.00
Mech	13	Mechanical	02/15/2023	MC-018897	G1	0.00	7,000.00	150.00
Mech	10	Mechanical	02/17/2023	MEC-018902	G1	0.00	7,305.00	75.00
Mech	10	Mechanical	02/17/2023	MC-018904	G1	0.00	4,008.00	75.00
Mech	10	Mechanical	02/17/2023	MEC-018905	G1	0.00	5,751.00	75.00
Mech	10	Mechanical	02/20/2023	MEC-018908	G1	0.00	3,716.00	75.00
Mech	10	Mechanical	02/20/2023	MEC-018914	G1	0.00	7,634.00	75.00
Mech	10	Mechanical	02/21/2023	MEC-018916	G1	0.00	3,830.00	75.00
Mech	10	Mechanical	02/22/2023	MEC-018920	G1	0.00	8,975.00	75.00
Mech	10	Mechanical	02/23/2023	MEC-018924	G1	0.00	8,209.00	150.00
Mech	13	Mechanical	03/01/2023	MC-018935	G1	0.00	1,300.00	75.00

Mech	10	Mechanical	03/02/2023	MEC-018936	G1	0.00	7,903.00	150.00
Mech	10	Mechanical	03/03/2023	MC-018937	G1	0.00	5,975.00	75.00
Mech	10	Mechanical	03/03/2023	MEC-018938	G1	0.00	13,000.00	75.00
Mech	10	Mechanical	03/03/2023	MEC-018939	G1	0.00	13,000.00	75.00
Subtotal for Mechanical:					19	0.00	\$138,406.00	\$1,875.00
Other	10	Non Identified	02/13/2023	BPM-018886	G1	0.00	25,655.00	320.90
Subtotal for Non Identified:					1	0.00	\$25,655.00	\$320.90
Plumb	10	Plumbing	03/03/2023	PL-018942	G1	0.00	950.00	75.00
Subtotal for Plumbing:					1	0.00	\$950.00	\$75.00
Pools	13	Swimming Pools	02/13/2023	BPM-018891	G1	0.00	6,200.00	130.00
Pools	10	Swimming Pools	02/14/2023	BPM-018896	G1	0.00	70,000.00	845.00
Pools	10	Swimming Pools	02/20/2023	BPM-018911	G1	0.00	72,000.00	863.00
Pools	10	Swimming Pools	02/20/2023	BPM-018912	G1	0.00	17,000.00	293.00
Pools	10	Swimming Pools	02/20/2023	BPM-018913	G1	0.00	53,000.00	1,242.00
Subtotal for Swimming Pools:					5	0.00	\$218,200.00	\$3,373.00
Remod	13	Renovation/Repair	02/13/2023	RDR-018887	G1	0.00	29,650.00	281.85
Remod	10	Renovation/Repair	02/13/2023	BP-018888	G1	0.00	96,166.00	880.49
Remod	10	Renovation/Repair	02/13/2023	BPE-018894	G1	0.00	21,000.00	279.00
Remod	10	Renovation/Repair	02/16/2023	RDR-018898	G1	0.00	21,000.00	204.00
Remod	10	Renovation/Repair	02/17/2023	BPP-018901	G1	0.00	5,000.00	80.00
Remod	10	Renovation/Repair	02/17/2023	BP-018903	G1	0.00	140,000.00	1,835.00
Remod	10	Renovation/Repair	02/22/2023	BPM-018918	G1	0.00	4,000.00	155.00
Subtotal for Renovation/Repair:					7	0.00	\$316,816.00	\$3,715.34
SFC	10	Single Family Constructio	02/17/2023	BP-018900	G1	0.00	406,890.00	18,647.86
SFC	10	Single Family Constructio	02/28/2023	BP-018931	G1	0.00	731,647.00	6,826.00
Subtotal for Single Family Constructio:					2	0.00	\$1,138,537.00	\$25,473.86
Walk	10	Walkway	02/09/2023	BPM-018879	G1	0.00	10,000.00	195.00
Walk	10	Walkway	02/20/2023	RDR-018910	G1	0.00	8,000.00	87.00
Walk	10	Walkway	02/28/2023	RDR-018932	G1	0.00	15,000.00	150.00
Walk	10	Walkway	02/28/2023	RDR-018933	G1	0.00	7,200.00	80.00
Subtotal for Walkway:					4	0.00	\$40,200.00	\$512.00
Zoning	13	ZONING	02/16/2023	Zoning-018899	G1	0.00	70.00	70.00
Zoning	13	ZONING	02/17/2023	Zoning-018906	G1	0.00	0.00	50.00
Zoning	10	ZONING	02/17/2023	Zoning-018907	G1	0.00	0.00	50.00
Zoning	13	ZONING	02/21/2023	Zoning-018915	G1	0.00	50.00	50.00
Zoning	13	ZONING	02/27/2023	Zoning-018928	G1	0.00	0.00	50.00
Zoning	10	ZONING	02/28/2023	Zoning-018930	G1	0.00	0.00	50.00
Zoning	10	ZONING	03/06/2023	Zoning-018943	G1	0.00	0.00	50.00
Subtotal for ZONING:					7	0.00	\$120.00	\$370.00
GRAND					81	0.00	\$2,036,959.00	\$38,250.20

INSPECTIONS DEPT. FROM 02/09-3/6/23**ACTIVE NEW HOME PERMITS = 37****OTHER ACTIVE PERMITS= 295****PERMITS ISSUED OVER \$30,000 = 21 (AMOUNT INCLUDED IN ACTIVE TOTAL)****SUBSTANTIAL IMPROVEMENTS OVER \$100,000= 4****PERMITS ISSUED WAITING PICK UP = 12****TOTAL PE 344****PERMITS IN REVIEW= 4****PERMITS SUBMITTED INCOMPLETE = 11****CAMA IN REVIEW CURRENTLY= 11****ZONING PERMITS ISSUED = 18****CAMA PERMITS ISSUED= 9****CAMA VIOLATIONS = 0****PERMITS SERVICED FOR INSPECTIONS (FROM 2/09-3/06)= 88****TOTAL INSPECTIONS MADE= 363**



Date: March 3, 2023

To: Commissioners and Mayor Holden

From: Heather Finnell, Town Clerk HF

Re: Seagull Drive

Seagull Drive was paved recently using the special assessment process of North Carolina General Statute Chapter 160A, Article 10. The resolution declaring the cost of the project, along with a copy of the preliminary assessment roll prepared by the tax collector were mailed to property owners on February 24, 2023 (Attachment 1).

The total cost of the project was \$222,629.60. The preliminary assessment roll (Attachment 2) reflects the \$111,314.80 that will be assessed to the property owners who benefited from the project. A public hearing is scheduled to be held on March 14th at the beginning of the Regular Board of Commissioners' meeting. After the Board hears any objections to the preliminary assessment roll, the Board can take action on confirming it. After the assessment roll is confirmed, a copy of it will be delivered to the tax collector for collection in the same manner as property taxes. After the expiration of 20 days from the confirmation of the assessment roll, the tax collector shall publish a notice that the assessment roll has been confirmed and that assessments may be paid without interest at any time before the expiration of 30 days from the date the notice is published. If the assessment is not paid at that time, interest in the amount of eight percent per annum will be applied.

If the Board would like to confirm the assessment roll for the project, the suggested motion is to approve Resolution 23-04, Resolution Confirming Assessment Roll and Levying Assessments on Seagull Drive Property Owners (Attachment 3).

Attachments:

Attachment 1 - Mail Certification

Attachment 2 - Preliminary Assessment Roll

Attachment 3 - Resolution 23-04

Attachment 1

TO THE HONORABLE MAYOR HOLDEN AND BOARD OF COMMISSIONERS OF THE TOWN OF HOLDEN BEACH:

I, Heather Finnell, Town Clerk of the Town of Holden Beach, North Carolina, do hereby certify that copies of the preliminary assessment roll and Resolution 23-01 for the improvement of Seagull Drive were mailed by first class mail on the 24th day of February, 2023, to the owners of property on Seagull Drive as shown on the tax records.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Holden Beach, North Carolina, this the 24th day of February, 2023.



Heather Finnell

Heather Finnell, Town Clerk

Attachment 2

ACCT #	SEA GULL ADDRESSES	Name	LEGAL DESCRIPTION	PARCEL NUMBER	ROAD FRONTAGE
12-1096	1096 OCEAN BLVD WEST	PETERS, BRUNHILDA	L-2 GOLDEN ACRES	245EA00301	100
12-1100	1100 OCEAN BLVD WEST	NOBLES, PENELOPE M TRUSTEE	L-3 GOLDEN ACRES	245EA00302	100
84-105	105 SEA GULL	NOBLES, PENELOPE M TRUSTEE	L EAST 1/2 OF 5	245EA00359	50
84-106	106 SEA GULL	WILLIAM & ELIZABETH SMITH	L-60 GOLDEN ACRES	245EA00358	50
84-107	107 SEA GULL	FLETCHER FAMILY TRUST	L-6 GOLDEN ACRES	245EA00305	50
84-108	108 SEA GULL	GONZALEZ RENE H & GONZALEX MARTA M	L-59 GOLDEN ACRES	245EA00357	50
84-109	109 SEA GULL	STONE, FLETCHER & KATIE	L-7 GOLDEN ACRES	245EA00306	50
84-110	110 SEA GULL	MURPHY NANCY P C	L-58 GOLDEN ACRES	245EA00356	50
84-111	111 SEA GULL	FUNDERBURK TONY N & CAMERON H	L-8 GOLDEN ACRES	245EA00307	50
84-112	112 SEA GULL	HARKEY JOHNSON PROPERTIES LLC	L-57 GOLDEN ACRES	245EA00355	50
84-113	113 SEA GULL	PIKE HAMPTON TRUSTEE & PIKE MABEL TRUSTEES	L-9 GOLDEN ACRES	245EA00308	50
84-114	114 SEA GULL	WIMMER JOHNNY LEE & WIMMER MARY KATHERINE	L-56 GOLDEN ACRES	245EA00354	50
84-115	115 SEA GULL	GERKE, BURTON & PATRICIA TRUSTEES	L-10 GOLDEN ACRES	245EA00309	50
84-116	116 SEA GULL	RUSSEL STEPHEN A	L-55 GOLDEN ACRES	245EA00353	50
84-117	117 SEA GULL	HENRIQUES EDMUND & LOWE, CAROL DOUGLAS	L-11 GOLDEN ACRES	245EA00310	50
84-118	118 SEA GULL	LIPPARD PAULA F & LIPPARD CLYDE L	L-53&54 GOLDEN ACRES	245EA00352	100
84-119	119 SEA GULL	DAY CATHERINE B & DAY STEPHEN M	L-12 GOLDEN ACRES	245EA00311	50
84-121	121 SEA GULL	DAY CATHERINE B	L-13 GOLDEN ACRES	245EA00312	50
84-122	122 SEA GULL	STEARNS JESSICA D & STERNS MICHAEL	L-52 GOLDEN ACRES	245EA00351	50
84-123	123 SEA GULL	CABANISS, CLARENCE & CABANISS MARGARET	L-14 GOLDEN ACRES	245EA00313	50
84-124	124 SEA GULL	QUINTAS LEOPOLDO A & QUINTAS LORI	L-51 GOLDEN ACRES	245EA00350	50
84-125	125 SEA GULL	KEPPEL, PAMELA J	L-15 GOLDEN ACRES	245EA00314	50
84-126	126 SEA GULL	TAYLOR TAMMY MICHELLE	L-50R GOLDEN ACRES	245EA00349	50
84-127	127 SEA GULL	MICHAEL J MORELLA LIVING TRUST	L-16 GOLDEN ACRES	245EA00315	50
84-128	128 SEA GULL	PHELPHS RICHARD A & TAYLOR, VALINDA S	L-49&48 1/2 OF 47	245EA00347	125
84-129	129 SEA GULL	HART, JON REYNOLDS & HART JANE MINCIE	L-17 GOLDEN ACRES	245EA00316	50
84-131	131 SEA GULL	MORRIS, DAVID E & MORRIS KELLEY D	L-18 GOLDEN ACRES	245EA00317	50
84-133	133 SEA GULL	DAVIDSON S MARTIN JR & DAVIDSON HILARY S	L-19 GOLDEN ACRES	245EA00318	50
84-135	135 SEA GULL	ERMI, JAMES A & ERMI ANGELA	L-20 GOLDEN ACRES	245EA00319	50
84-136	136 SEA GULL	CADEAU DE MAMAN LLC	L-46R, 45&1/2 47 GOLDEN P	245EA00345	125
84-137	137 SEA GULL	GANTT, WALLACE ERNEST & GEOFFREY B	L-21 GOLDEN ACRES	245EA00320	50
84-138	138 SEA GULL	STOCKI PETER & STOCKI DEBORAH	L-44 GOLDEN ACRES	245EA00343	50
84-139	139 SEA GULL	SUTTON JAMES M & SUTTON PATRICIA A	L-22 GOLDEN ACRES	245EA00321	50
84-140	140 SEA GULL	HEINZE COURTNEY & HEINZE JEREMY	L-43 GOLDEN ACRES	245EA00342	50
84-141	141 SEA GULL	SUTTON JAMES M & SUTTON PATRICIA A	L-23 GOLDEN ACRES	245EA00322	50
84-142	142 SEA GULL	MILLER AARON J & MILLER ERIN	L-42 GOLDEN ACRES	245EA00341	50
84-143	143, 145, 147 SEA GULL	HART, JON R	L-24-25-1/2 OF 26 GOLDEN	245EA00323	125
84-144	144 SEA GULL	GEER TAYLOR JEANE	L-41 GOLDEN ACRES	245EA00340	50
84-146	146 SEA GULL	WATSON FAMILY OF LORIS	L-40&1/2 39 GOLDEN ACRE	245EA00339	75

2350 \$111,314.80

Attachment 3

RESOLUTION 23-04**RESOLUTION CONFIRMING ASSESSMENT ROLL AND LEVYING ASSESSMENTS ON SEAGULL DRIVE PROPERTY OWNERS**

WHEREAS, the Board of Commissioners of the Town of Holden Beach has on this day held a public hearing after due notice as required by law on the Assessment Roll for the improvement of Seagull Drive and;

WHEREAS, the Board of Commissioners has heard all those present who requested to be heard and has found the said Assessment Roll to be proper and correct.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Town of Holden Beach that:

1. The Assessment Roll for the improvement of Seagull Drive in the Town of Holden Beach, North Carolina, is hereby declared to be correct and is hereby confirmed in accordance with Chapter 160A, Section 228 of the General Statutes of North Carolina; and
2. The Board of Commissioners of the Town of Holden Beach, pursuant to authority conferred by Chapter 160A, Section 216 of the General Statutes of North Carolina and following Sections, does hereby levy assessments as contained in the said Assessment Roll; and
3. The Holden Beach Town Clerk is hereby directed to deliver to the Holden Beach Tax Collector the said Assessment Roll; and
4. The Holden Beach Tax Collector is hereby charged with the collection of the said assessments in accordance with the procedure established by Chapter 160A, Sections 232 and 233 of the General Statutes of North Carolina; and
5. The Holden Beach Tax Collector is hereby further directed to publish the notice required by Chapter 160A, Section 229 of the General Statutes of North Carolina.

This the 14th day of March, 2023.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk



Date: March 9, 2023

To: Commissioners and Mayor Holden

From: Heather Finnell, Town Clerk HF

Re: Pier Design Proposal

Bowman Murray Hemingway Architects was not able to provide us with a design proposal before the agenda deadline. Mr. Hemingway has indicated he will get it to us as soon as he can. I will send out a supplement if I receive it before the meeting.



Date: March 8, 2023

To: Commissioners and Mayor Holden

From: ^{DM} David W. Hewett, Town Manager

Re: Block Q Design Proposal

Pinnacle Architecture has provided a Design Proposal for Block Q as requested by the Board. Execution of the proposal can be accommodated within existing funds.

The suggested motion is approval of the Block Q Design Proposal.



March 2, 2023

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

Re: Block Q Design Proposal (Revised)

Dear Mr. Hewett,

Pinnacle Architecture, PA would like to thank the Board of Commissioners and you for selecting us to provide architectural and engineering design services for the above referenced project and allowing us to provide the following fee proposal for the design services of the Block Q area to provide parking and new toilet facilities for the public.

During our onsite visit, the scope of work for Block Q will be defined in phases and will be divided up by the extent of cost of each phase of construction. The phases discussed will be as follows:

- Phase I - Overall Masterplan of Block Q (this phase will include researching the Local and Government regulations that will impact the design and construction of this area, a site plan showing the proposed layout of the parking area and new ADA and NCSBC compliant restrooms and a rendering of the site.
- Phase II - Provide design and permit drawings to close a portion Carolina Avenue designated as Tract 1 on the survey from Coastalgeomatics, dated 07-06-2022 (approximately 12,215 square feet of roadway). This phase will include a TIA (Traffic Impact Analysis) study of this area.
- Phase III - This phase will consist of a complete set of construction and bid documents for Block Q that will be derived by a determined scope of work by the Board of Commissioners after reviewing Phase I (Overall Masterplan) and the potential cost of work for construction.

Pinnacle Architecture, P.A. fee proposal for Architectural and Engineering design of the proposed Phases listed above are as follows:

• Phase I - Overall Masterplan	Proposed Design Fee	\$20,000.00
• Phase II - Road Closure	Proposed Design Fee (Not needed due to the Town providing)	Omitted
• Phase III - Construction & Bid Documents	Proposed Design Fee (Per approved overall schematic plan attached)	\$35,000.00

If you have any questions, please do not hesitate to call. We look forward working with you.

Sincerely,


Randall E. Baker, AIA
Vice President

REB/mhd



Date: March 6, 2023

To: Commissioners and Mayor Holden

From: Daniel McRainey, Finance Officer

Re: Audit Contract

At the February meeting, the Board of Commissioners selected Martin Starnes and Associates as the auditing firm to complete the audit for fiscal year 2023 – 2024. The proposed contract is included for the Board's review. The fees for the contract are \$35,475.

The recommended motion is to approve the Contract to Audit Accounts between the Town and Martin Starnes and Associates.

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

A Professional Association of Certified Public Accountants and Management Consultants

March 2, 2023

Town of Holden Beach
Attn: David Hewett, Town Manager
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 (if applicable) of the Town of Holden Beach, NC, as of June 30, 2023, and for the year then ended, and the related notes, which collectively comprise the Town of Holden Beach's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit 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.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) 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 GASB, 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 (U.S. GAAS). 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 U.S. GAAP. 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 perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- Combining and individual fund financial statements (if applicable)
- Budgetary schedules
- Other schedules

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS and in accordance with *Government Auditing Standards*. As part of an audit 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 in accordance with *Government Auditing Standards*.

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

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Town of Holden Beach's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Management 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 basic financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. 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 basic financial statements, 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).
4. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
6. For adjusting the basic 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 basic financial statements as a whole;
7. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work (if applicable);
8. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.
9. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant roles in internal control and others where fraud could have a material effect on the financials; and
10. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary

information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information 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.

Nonattest Services

We will perform the following nonattest services:

- Draft of financial statements and footnotes
- GASB 34 conversion entries
- Preparation of AFIR
- Preparation of LGC's data input worksheet
- Capital asset & depreciation listing maintenance

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) establishing and maintaining internal controls, including monitoring ongoing activities.

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

- We will perform the services in accordance with applicable professional standards.
- This nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgement, 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.

Reporting

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 will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select 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.

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

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.

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	\$ 31,925
Financial Statement Drafting	<u>3,550</u>
	<u>\$ 35,475</u>

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.

If we determine that we are required to perform a single audit in accordance with 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, and these procedures and related fees were not included in our quoted fees, we will amend our audit contract and bill for these additional procedures.

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-\$390 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 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.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

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.

We have attached a copy of the 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 basic financial statements, 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: _____

The	Governing Board Board of Commissioners
of	Primary Government Unit Town of Holden Beach, NC
and	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 06/30/23	Date Audit Will Be Submitted to LGC 10/31/23
-----	--------------------------------	-------------------------------------------------

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 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.

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, the Governing Board, and the Auditor.
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:

Alan Thompson

Partner, Thompson Price, Scott, Adams & Co.

alanthompson@tpsacpas.com

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).

PRIMARY GOVERNMENT FEES

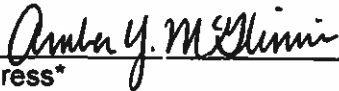
Primary Government Unit	Town of Holden Beach, NC
Audit Fee	\$ 31,925
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$ 3,550
All Other Non-Attest Services	\$

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative (typed or printed)* Amber Y. McGhinnis	Signature* 
Date* 03/02/23	Email Address* amcghinnis@msa.cpa

GOVERNMENTAL UNIT

Governmental Unit* Town of Holden Beach, NC	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
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") Pat Kwiatkowski	Signature
Date	Email Address pattykwi@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.

Primary Governmental Unit Finance Officer* (typed or printed) David W. Hewett, Town Manager/Finance Director	Signature*
Date of Pre-Audit Certificate*	Email Address* dhewett@hbtownhall.com

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

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

DPCU Finance Officer (typed or printed)*	Signature*
N/A	
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. 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



Date: March 3, 2023

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

From: Christy Ferguson, Assistant Town Manager

Re: Sailfish Park Site-Specific Master Plan

At the February meeting, the board acted on the staff recommendation to select McGill Associates as the consultant for the Sailfish Park Master Plan and directed the town manager to obtain a contract. The contract (attachment 1) meets the request as outlined for the project. The estimated cost for the plan that was included in this year's budget was \$30,000 in the professional services line of the BPART budget. The contract includes a \$4,680 wetland delineation and survey which staff thinks is best to pursue now in the planning phase. The total of the proposed services in the contract is \$34,680 and can be accomplished through existing resources.

Attachment 1: Contract

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of March 3, 2023 ("Effective Date") between

Town of Holden Beach ("Owner")

and McGill Associates, PA ("Engineer")

Engineer agrees to provide the services described below to Owner for Sailfish Park Site-Specific Master Plan ("Project").

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

Owner and Engineer further agree as follows:

1.01 Basic Agreement

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

2.01 Payment Procedures

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

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

3.01 Additional Services

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

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

4.01 Termination

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

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

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

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

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

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

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

5.01 Controlling Law

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

6.01 Successors, Assigns, and Beneficiaries

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

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

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

7.01 General Considerations

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

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

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

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

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

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

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

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

8.01 Total Agreement

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

9.01 Payment (Lump Sum Fee)

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

- 1. Lump Sum fee of \$34,680

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

OWNER:

ENGINEER:

By: _____

By: Michael A. Post

Title: _____

Title: Principal/Shallotte Office Manager

Date Signed: _____

Date Signed: March 3, 2023

License or Certificate No. and State C-0459

North Carolina

Address for giving notices:

Address for giving notices:

110 Rothschild Street

712 Village Road SW

Holden Beach, NC 28462

Suite 103

Shallotte, NC 28470



SCOPE OF SERVICES

McGill Associates (McGill) proposes to provide the Town of Holden Beach (Client) with professional planning services for the Sailfish Park Site-Specific Master Plan. McGill understands that the project will generally consist of preparing a Site-Specific Park Master Plan for the redevelopment of the Sailfish Park Property located at the end of Sailfish Street in Holden Beach, North Carolina.

McGill proposes to provide the following specific scope of work listed below:

Task 1: Prepare Site-Specific Park Master Plan

McGill will assist in preparing a Site-Specific Master Plan for proposed park improvements and facility improvements at Sailfish Park. Program Development for the improvements have not been determined but may consist of the following:

- Canoe/Kayak Launch
- Covered Picnic Shelter / Gathering Space
- Additional Picnic Facilities
- Educational Signage
- Parking Improvements
- Restroom Facility
- ADA Accessibility

1. Site Assessment

This will include an analysis by McGill's design team of the existing natural and man-made conditions within the project site. We will rely on the Town to provide available mapping, environmental inventories, and other baseline documents for an evaluation of opportunities and constraints within the project site. Such available information for adjacent roadways and nearby parcels will be beneficial as well. McGill's site evaluation will include:

- a. Initial field investigation to document any existing facilities, deficiencies, or any land development hindrances within the park.
- b. Identification, review, and analysis of vegetative cover and extent of tree coverage, including any possible riparian vegetation.
- c. Identification of soil types, site topography, drainage patterns, wetlands, CAMA jurisdictional matters, and environmentally sensitive areas.
- d. Assessment of any possible drainage and erosion issues.
- e. Analysis of views and viewsheds of which to take advantage.
- f. Identification of possible engineering issues, such as existing buried or overhead utilities, areas of potential flooding, existing structures, general adequacy of site drainage, and visual examination of soil conditions (we will include base data provided by the Town).

- g. Identification of adjacent land uses and conditions, zoning information, potential pedestrian connections, vehicular parking, and ingress and egress issues. Traffic evaluations will include multi-modal transportation options (vehicular, bicycle, pedestrian, electric carts, etc.).
- h. Examination of potential partnerships with local and state agencies, such as PARTF, CAMA, the North Carolina Wildlife Resources Commission (NCWRC), and the North Carolina Department of Environmental Quality (NCDEQ), to enhance the possibility of receiving grant funding.
- i. Identification of permits necessary for park development.
- j. Complete wetland delineations for the Sailfish Park site, as well as surveying. Surveying will include boundary and control for the western portion of the subject parcel (existing park site), along with existing conditions and topography and inclusive of adjacent public right-of-way data. Horizontal data will be referenced to NC Grid (NAD 83-2011). Elevations will be referenced to NAVD 88 datum.

2. Recreational and Site Needs Assessment

Work with Town Staff to develop an outreach plan for public engagement for the park master plan. Public input measures will include an on-line survey and public engagement activities.

Survey Questionnaire

Generate a survey for public input and evaluate results. McGill will generate a survey for the public to provide input which will help guide the development of the park master plan. We will provide an internet-based format (Survey Monkey) for gathering data.

Public Meeting #1

McGill will conduct a one-day open house workshop format for the public to gain a better understanding of the perceived needs of Town residents and other stakeholders. This is understood to be on a day that aligns with a seasonal Town concert. A local park session will be held during the day, followed by another session at the concert venue in the evening. Feedback received during these events, along with other public input obtained from surveys and social media platforms, will be incorporated into the master plan document. This information will be used as a basis for the master plan design.

3. Park Master Planning

Prepare two (2) conceptual design options based on needs assessments, input from Town staff, stakeholders, officials, partners, advisory committees, and the general public. Design options will utilize existing conditions assessments to help ensure feasible alternatives are proposed. Site plan illustrations for the two alternatives will be provided for comparison.

Present concept plans to Town Staff for initial review, discussion, and comments. Refine concepts based on discussions with Town staff and prepare two final draft plans for public presentation.

Town of Holden Beach
 March 3, 2023
 Page 3 of 5

Public Meeting #2

A second final public meeting will be conducted in which the two concept designs will be presented to the public to solicit comments and suggestions related to the park proposals and design options. McGill will work with Town Staff to review final public comment and prepare a final Master Plan for presentation to the Town Parks and Recreation Advisory Board and Board of Commissioners.

4. Final Master Plan

The final Master Plan color rendering for Sailfish Park will be produced with site amenities and facilities depicted in a phasing plan, if appropriate. Estimates of project costs will be developed. Project documents will be provided in a format that is easily included in grant applications.

5. Presentations

A meeting with the Town Parks and Recreation Advisory Board will be conducted to summarize outcomes of the process and review plan documents. A similar project presentation will then be provided to the Board of Commissioners.

Task 2: Prepare Park Master Plan Document for Sailfish Park

McGill will assist in preparing a Park Master Plan document which include the items on the "Master Plan for a Park or Greenway System" as described in the North Carolina Parks and Recreation Trust Fund (PARTF) Grant Application submittal. This will include the following:

- a. Site analysis - Describe and evaluate the site's natural, historic, and man-made features. These include items such as topography, soils, vegetation, hydrology, significant natural communities, wetlands, existing structures, and public access.
- b. Recreational needs - Identify the recreational opportunities that the public prefers using meetings or a survey based on existing public input.
- c. Program description - Identify the main purposes of the park including a description of the how the park is to be used by the public.
- d. Physical needs - Identify the physical needs of the park site. Include any land the local government will acquire and any capital improvements (buildings, recreation facilities, roads, utilities). All land and capital improvements proposed in the PARTF application must be included in the master plan.
- e. Project costs for capital improvements, divided into phases if necessary. The cost information can be provided in a separate document that is submitted with the master plan.
- f. Site plans and illustrations depicting the boundaries of land and the location of facilities.
- g. Public Involvement - Describe how the local government involved a broad range of the citizens in its jurisdiction as the master plan was being developed. Examples include previous public meetings or advisory committee meetings.

Town of Holden Beach
 March 3, 2023
 Page 4 of 5

Meetings with Town Staff

We anticipate three (3) periodic meetings with Town Staff during the planning process, to review documents produced, identify gap items to be addressed and obtain a clear direction for finalizing the application. The meetings may be held at locations and times identified by the Town (we presume at Town Hall or at the project site). If additional meetings are needed, they can be held via teleconference or video conference. These meetings are not intended to replace the regular communications expected throughout the project life.

Deliverables

- Two (2) bound hard copies of the final Sailfish Park Master Plan Document
- One (1) 30"x42" mounted board of the master plan rendering
- Electronic version of the final Master Plan Document in PDF format

BASIS OF COMPENSATION

Based on our understanding of the project, we propose to provide the Scope of Services detailed in this proposal for the following **Lump Sum Fees**, inclusive of all reimbursable expenditures:

Task 1: Prepare a Site-Specific Park Master Plan	\$17,900
Wetland Delineation & Survey	\$4,680
Task 2: Prepare Park Master Plan Document	\$12,100
Total for Proposed Services	\$34,680

Owner's Responsibilities

The Owner shall provide full information regarding site-related requirements for the Project. During the performance of McGill's services under this AGREEMENT, the Town shall:

1. Provide full information as to its requirements for the project.
2. Assist McGill by placing at our disposal all available information pertinent to the project, including previous inspections and reports, maps, old drawings, maintenance records and any other data relative to the project.
3. Designate an individual that will serve as the primary Point of Contact and furnish readily available program information in a manner consistent with the schedule needs of the project.
4. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by McGill and render decisions pertaining thereto within a reasonable time so as not to delay the services of McGill or the project.
5. Give prompt written notice to McGill whenever the Town observes or otherwise becomes aware of any defect in the project.

Town of Holden Beach
March 3, 2023
Page 5 of 5

6. The Owner will be responsible for the arrangement, notice, and any other costs associated with public meetings, including facility rental cost, advertisement costs, etc.

Additional Services


Additional services shall only be performed with prior Town authorization and in accordance with an amended agreement to capture scope alterations. The following represent types of additional services requests, though not all-inclusive:

1. Additional land surveys or construction documents for the proposed improvements
2. Traffic planning services, bidding documents, or designs associated with engineering modifications
3. Services of professional consultants for items of work other than those identified in the proposed scope
4. Changes to the Master Plan, which occur after McGill's approved preliminary design documents have been completed, will be considered additional services
5. Preparation of grant applications
6. Architectural or structural engineering services
7. Hazardous material surveys or environmental assessments not specifically included in the scope of services
8. Historical or Archaeological Surveys
9. Subsurface Utility Engineering work for existing utility locations or any Geotechnical Investigations
10. Emergency evacuation plans
11. FEMA flood studies



Date: March 3, 2023

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

From: Christy Ferguson, Assistant Town Manager 

Re: 796 OBW Repair Expenses

At the February meeting, the board directed Town Manager Hewett to contact the apparent most responsive bidder for the 796 OBW repairs and obtain the information that was excluded from the original RFP response. Mr. Robbins has provided that information. His bid for the repairs is \$48,440. He can begin 45 days after award of contract and issuance of permits and estimates the work will be completed in six weeks. The board also discussed that the water fund would pay for the repairs since it is a water asset. The attached budget amendment (attachment 1) provides for the repairs through appropriated fund balance. If the board wants to move forward with repairs, a motion should be made to award the bid to Robbins Home Improvement and approve the associated budget amendment.

As a follow up, the board briefly discussed having the company with the highest rental projection come to speak at a meeting, but nothing was decided on the revenue side. If the board wants to pursue that option, staff can contact the company for the April meeting through consensus of the board.

Attachment 1: Budget Amendment

TOWN OF HOLDEN BEACH

ORDINANCE NO. 23-05

**AN ORDINANCE AMENDING ORDINANCE 22-14, THE REVENUES AND APPROPRIATIONS ORDINANCE FOR FISCAL YEAR
2022-2023 (AMENDMENT NO. 12)**

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

SECTION I:

REVENUE

	TRANSFER FROM FUND BALANCE	30.0397.0000	<u>48,440</u>	INCREASE
TOTAL			<u><u>48,440</u></u>	

EXPENSE

	OPERATION & MAINT VAC SYS	30.0810.1601	<u>48,440</u>	INCREASE
TOTAL			<u><u>48,440</u></u>	

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

This is the 14th day of March, 2023.

ATTEST:

J. Alan Holden, Mayor

Heather Finnell, Town Clerk



Date: March 1, 2023

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

From: Christy Ferguson, Assistant Town Manager

Re: Block Q Development Grant Application

As communicated at the February meeting, the pre-application cycle is open for the North Carolina Public Beach and Coastal Waterfront Access Program. Based on discussion and the board's direction, staff prepared an application (attachment 1) that includes the public restroom facility at Block Q, site specific restroom parking, and anticipated sidewalk support in the area of the restroom. The application budget also includes site prep cost estimates and money for landscaping around the restroom.

Suggested motion: Motion to approve the NC Public Beach and Waterfront Access Program pre-application submittal and direct town manager to submit.

Attachment 1: application



NORTH CAROLINA PUBLIC BEACH AND WATERFRONT ACCESS PROGRAM PRE-APPLICATION 2023-2024

Local Government: Town of Holden Beach

Federal ID Number: 56-0944997

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>Local Government Project Administrator</p> <p>Name: <u>David W. Hewett</u></p> <p>Title: <u>Town Manager</u></p> <p>Address: <u>110 Rothschild Street</u></p> <p>City, State, Zip: <u>Holden Beach, NC 28462</u></p> <p>Telephone: <u>910-842-6488</u></p> <p>Email: <u>david@hbtownhall.com</u></p>	<p>Project Type (choose one):</p> <p><input type="checkbox"/> Land Acquisition</p> <p><input checked="" type="checkbox"/> Site Improvement</p> <p><input type="checkbox"/> Site Maintenance</p>
<p>Costs rounded to nearest dollar:</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: \$ _____ .00</p> <p>Total cost of project: \$ <u>560,000</u> .00</p>	<p>Site Control (check all that apply):</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 or more</p> <p><input type="checkbox"/> Owned by other State, Federal, or government agency with a Joint Use Agreement.</p>

LOCAL GOVERNMENT REPRESENTATIVE SIGNATURE

David W. Hewett

Print or Type Name

Town Manager

Title

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. **Site description:** Provide a description of the site where the project will be located, including natural features and existing improvements. Also include NC Division of Water Resources [Surface Water Classification\(s\)](#).
3. **National Flood Insurance Program Floodways & Non-encroachment Areas:** Indicate if the project site or improvements are located in Floodway or Non-encroachment area per 40 C.F.R. § 60.3(d)(3). If the project or improvements are located in one of these areas, additional engineering studies may be needed.
4. **For land acquisition:** Provide an exhibit or boundary survey indicating land area, an estimated cost of the property, and basis for the estimate. *An overlay on aerial photos may be submitted.* Indicate whether or not the property would be acquired in phases. The community has five years to begin developing beach and water access facilities on an acquired site. Describe how the public will be able to use the site until improved access facilities are in place.
5. **Project description for site improvements:** Provide a description of the access facilities to be built, including information on features, materials, and proximity to closest/other access sites.
6. **Project site plan:** Provide a to-scale site plan showing property lines (label existing uses on adjacent lots), proposed site improvements, existing facilities, and significant natural features.
 - Include a legend, north arrow and graphic scale.
 - *Improvements shown as an overlay on aerial photos also may be submitted.*
 - Provide to-scale building elevations and floor plans as applicable.
7. **List the types and sources of utilities proposed; and identify associated costs on Project Budget (pg. 3).** *Note above ground utilities must be identified.*
8. **ADA requirements:** Does this project meet ADA requirements? If yes, describe the handicapped accessible features of this project. If no, describe why a handicapped accessible facility is impracticable and outline how handicapped accessibility needs are met within the area. See [Designing Facilities for ADA](#) in the application packet.
9. **Exceeding ADA requirements:** Does this project exceed ADA requirements? If yes, describe the handicapped accessible features that exceed ADA requirements.
10. **Project justification:** Explain why the project is needed and how it will benefit your community.
11. **Project description for maintenance of a previous funded sites:** describe the repair and maintenance being proposed. Describe why repairs and maintenance are needed at this site.
12. **Is this project identified as high local priority in your certified Future Land Use Plan or local Access Plan?** If yes, attach a brief description of the plan and a statement of the extent to which the project implements the policies of the plan.
13. **Is this project reflected in other policy documents or ordinances?** If yes, attach a brief description of the document or ordinance and a statement of the extent to which the project implements goals of the document or ordinance.
14. **Pre-project tasks:** Identify tasks that must be completed prior to starting the project
15. **Permits:** List all necessary permits and/or certifications.
16. **Previous grants:** Have you previously received an Access Grant from DCM at this site? If yes, list the grant or grants by year.
17. **User fees:** Is a user fee charged at this site? Do you charge user fees at any other DCM funded sites? If yes to either of these questions, provide the most recent annual accounting report as required by 15A NCAC 07M .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
Land Acquisition Costs				
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Permit and Design Fees				
	\$	\$	\$	\$
	\$	\$	\$	\$
CAMA Permit	\$	\$	\$	\$
Site Improvement Costs: Materials				
Bathroom (proposed 20 x 40)	\$ 150,000.00	\$ 50,000.00	\$	\$ 200,000.00
Bathroom Parking	\$ 120,000.00	\$ 40,000.00	\$	\$ 160,000.00
Site prep and landscaping	\$ 30,000.00	\$ 10,000.00	\$	\$ 40,000.00
Site Improvement Costs: Labor				
Labor	\$ 120,000.00	\$ 40,000.00	\$	\$ 160,000.00
	\$	\$	\$	\$
	\$	\$	\$	\$
Local Administrative Costs				
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$

Totals	\$ 420,000.00	\$ 140,000.00	\$	\$ 560,000.00
Match Percentages	75 %	25 %	%	100 %

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	8/2023
	\$		
	\$		
	\$		
	\$		
Total Matching Funds:	\$		

Additional Narrative:

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

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

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.Site description: Provide a description of the site where the project will be located, including natural features and existing improvements. Also include NC Division of Water Resources Surface Water Classification(s).

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.

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

The project is not located in one of these areas.

4.For land acquisition: Provide an exhibit or boundary survey indicating land area, an estimated cost of the property, and basis for the estimate. An overlay on aerial photos may be submitted. Indicate whether or not the property would be acquired in phases. The community has five years to begin developing beach and water access facilities on an acquired site. Describe how the public will be able to use the site until improved access facilities are in place.

N/A

5.Project description for site improvements: Provide a description of the access facilities to be built, including information on features, materials, and proximity to closest/other access sites.

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 because the current Wildlife boat ramp across the street only has a handful of spaces and does not accommodate the number of patrons who frequent the facility. The area also 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.

6.Project site plan: Provide a to-scale site plan showing property lines (label existing uses on adjacent lots), proposed site improvements, existing facilities, and significant natural features.

- Include a legend, north arrow and graphic scale.
- Improvements shown as an overlay on aerial photos also may be submitted.

Provide the following ATTACHMENTS and NARRATIVE:

- Provide to-scale building elevations and floor plans as applicable.

See the site plan map attached.

7. List the types and sources of utilities proposed; and identify associated costs on Project Budget (pg. 3). Note above ground utilities must be identified.

Water and electrical service will be provided to the bathroom.

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

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

9. 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 is required.

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

For years the parking at the Wildlife boat ramp has been woefully inadequate. When the opportunity to purchase the property across from the boat ramp became financially feasible the town acted. The restrooms under the bridge in their current location are in disrepair and a new facility is needed to meet demand and ADA compliance. The decision was made to move the restrooms to the new property and create a better access area for recreational boaters, those visiting the public beach access at Jordan Boulevard, and patrons engaging in activities at the pavilion. Additionally, the purchase and proposed development of this site is part of a strategic planning initiative for the town because Brunswick County is experiencing exponential growth and facilities like these are needed to accommodate today's users and future increases on facility demands. The town's independent portion of the project will provide approximately 15 more boat trailer parking spaces and approximately 60 public parking spaces as outlined in the current site master plan (final counts still under review). While all of this is vitally important, support facilities are also needed to supply services to the population. The restroom facility and adjacent parking as outlined in the application will supplement the \$1.4 million that the town will invest in the site between acquisition and proposed development.

11. Project description for maintenance of a previous funded sites: describe the repair and maintenance being proposed. Describe why repairs and maintenance are needed at this site.

N/A

12. Is this project identified as high local priority in your certified Future Land Use Plan or local Access Plan? If yes, attach a brief description of the plan and a statement of the extent to which the project implements the policies of the plan.

Provide the following ATTACHMENTS and NARRATIVE:

The proposed project is identified as a top priority in the Town of Holden Beach 2019 CAMA Land Use Plan section 4.2. The current plan identifies the need for additional access and encourages those accesses to be ADA compliant. It also encourages the town to expand public access through additional walkways that comply with ADA requirements. Additionally, the town plans to make stormwater improvements with pervious materials to create a surface suitable for parking.

13. Is this project reflected in other policy documents or ordinances? If yes, attach a brief description of the document or ordinance and a statement of the extent to which the project implements goals of the document or ordinance.

More public access is identified as a priority in the 2021 Comprehensive Parks and Recreation Master Plan. Those accesses need to have amenities to support participant load. The plan also specifically focuses on the Jordan Boulevard area and calls for updated parking and improving ADA access.

14. Pre-project tasks: Identify tasks that must be completed prior to starting the project

The town will need to accept bids for construction. The town will also need to close Carolina Avenue which the commissioners have done the legwork to facilitate.

15. Permits: List all necessary permits and/or certifications.

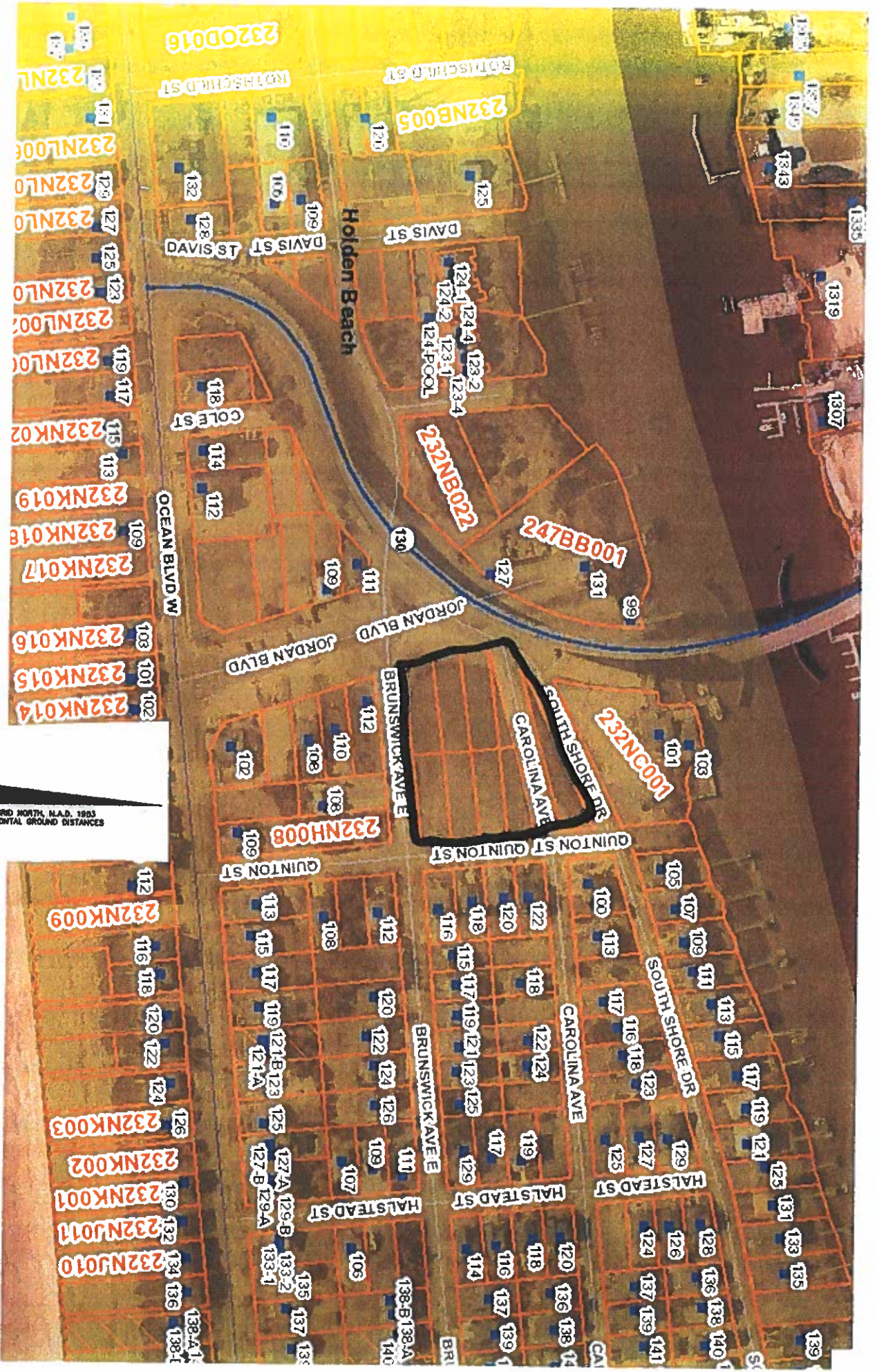
Zoning, Building and Stormwater Permits.

16. Previous grants: Have you previously received an Access Grant from DCM at this site? If yes, list the grant or grants by year.

No

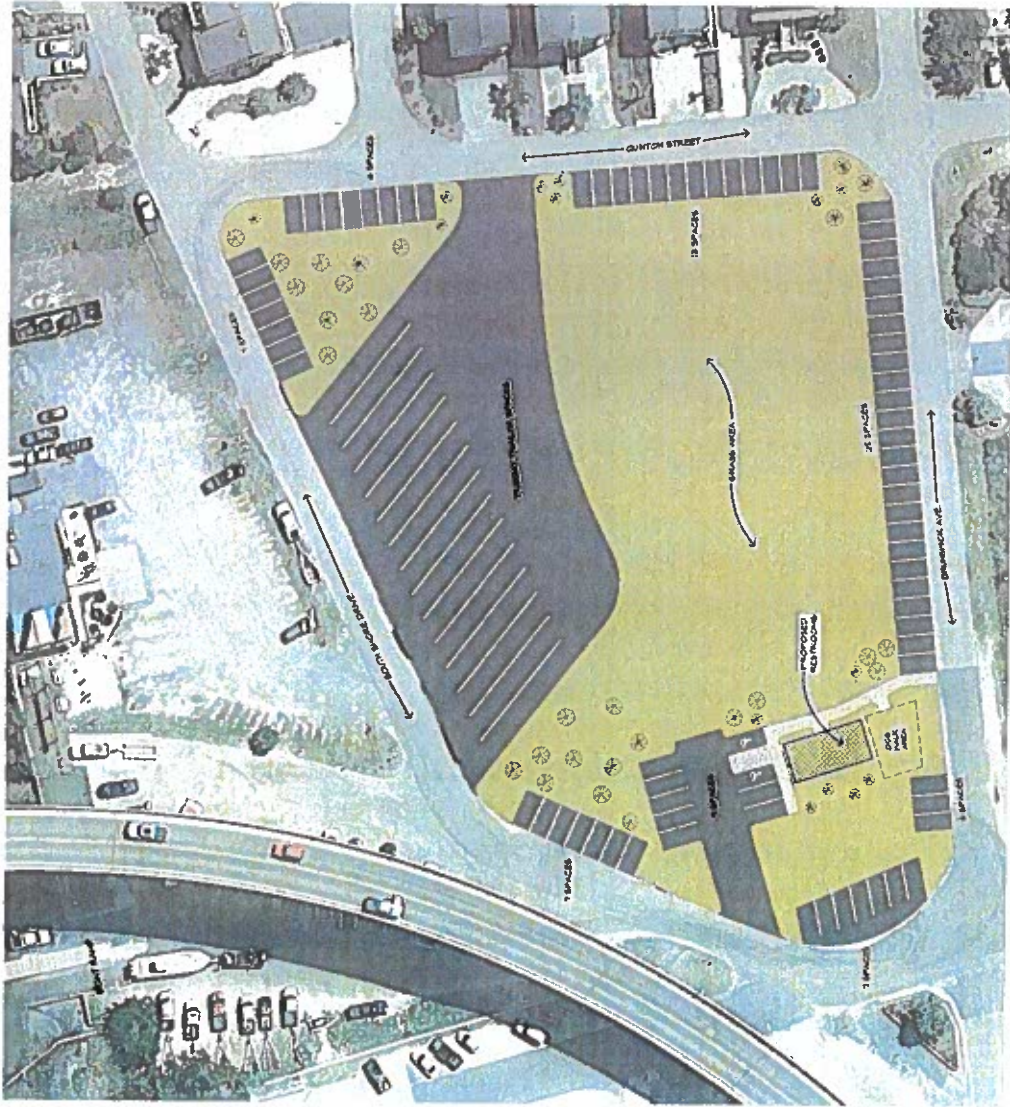
17. User fees: Is a user fee charged at this site? Do you charge user fees at any other DCM funded sites? If yes to either of these questions, provide the most recent annual accounting report as required by 15A NCAC07M .310(d).

All handicapped spaces servicing this area will be free of charge. Other spaces will be paid parking for cars and boat trailers during the season, April through October.



N.C. GRID NORTH, N.A.S. 1983
 HORIZONTAL GROUND DISTANCES

20011



TOTAL SPACES:
 CARS: 71
 BOAT TRAILERS: 15



PARKING AREA & RESTROOM FACILITY
 HOLDEN BEACH, NC



Date: March 3, 2023
To: Commissioners and Mayor Holden
From: ^{CL} Chris Clemmons, Public Works Director
Re: Proposed Increase to Tap Fees

Staff is proposing an increase to our current water tap fees. This amendment is necessary to cover the manpower, equipment and increased cost of materials associated with this service. The proposed rates (Attachment 1) will bring the Town's fees in line with Brunswick County's.

If the Board would like to move forward with the suggested new rates, the suggested motion is to approve Resolution 23-05 (Attachment 2).

Attachment 1

<u>Basic Rates</u>	
Base rate per month per dwelling unit, business or commercial service – includes initial 2,000 gallons	\$22.72
Each 1,000 gallons for 2,001 – 6,000 gallons	\$5.46
Each 1,000 gallons over 6,000 gallons	\$6.46
Base rate for meters installed for additional services as defined in §51.03(A)(2) of the Code of Ordinances	\$7.50
Each 1,000 gallons for 0 – 6,000 gallons	\$5.46
Each 1,000 gallons over 6,000 gallons	\$6.46
<u>Tap Fees</u>	
Fees in subdivisions where the water line and meter box have not been installed by the developer:	
Standard ¾ inch tap	\$2,500 \$1,200.00
Standard 1 inch tap	\$2,800 \$1,400.00
Larger diameter taps	Actual cost of equipment, materials and labor + 10%
Meters for Additional Services	
Y-off existing line Standard ¾ inch tap	\$1,000 \$1,200.00
Y-off existing line Standard 1 inch tap	\$1,200 \$1,400.00
— Y-off existing line	\$600.00
Fees in subdivisions where the water line and meter box were installed by the developer ¾ inch tap	\$500 \$350.00
Fees in subdivisions where the water line and meter box were installed by the developer 1 inch tap	\$600
<u>Service Fees</u>	
Cut-off	\$50.00
Reconnect	\$50.00
Suspension of service	\$100.00
Special meter reading	\$5.00
Special meter reading – findings show meter was over-read	\$0.00

Attachment 2

**RESOLUTION 23-05
RESOLUTION AMENDING THE HOLDEN BEACH FEE SCHEDULE**

WHEREAS, the Town of Holden Beach's tap fees are in need of updating; and

WHEREAS, in the past three years, the Town of Holden Beach has seen a major increase in the cost of materials; and

WHEREAS, an increase in the cost of tap fees is necessary to cover the cost of materials, equipment and manpower that is associated with new construction; and

WHEREAS, the proposed increase in tap fees brings the Town of Holden Beach's fees in line with Brunswick County's fees.

WHEREAS, the Holden Beach Fee Schedule needs to be updated to reflect the proposed fees (Attachment A).

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

This the 14th day of March, 2023.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk

Attachment A

WATER RATES

<i>Tap Fees</i>	
Standard ¾ inch tap	\$2,500
Standard 1 inch tap	\$2,800
Larger diameter taps	Actual cost of equipment, materials and labor + 10%
Y-off existing line ¾ inch tap	\$1,000
Y-off existing line 1 inch tap	\$1,200
Fees in subdivisions where the water line and meter box were installed by the developer ¾ inch tap	\$500
Fees in subdivisions where the water line and meter box were installed by the developer 1 inch tap	\$600

RESOLUTION 23-06
RESOLUTION AMENDING THE HOLDEN BEACH FEE SCHEDULE

WHEREAS the Town of Holden Beach's building fees need updating to better align construction costs with fair market values; and

WHEREAS, the Town has not kept the fees in-line with the county and neighboring municipalities or ICC standards; and

WHEREAS, the proposed increase in calculated fees and associated costs are necessary for the proper implementation of our NFIP program and CRS evaluations allowing the Town to implement its current resiliency program; and

WHEREAS, the current fees are used to provide accuracy and fairness to the permitting process within the Town of Holden Beach; and

WHEREAS, the Holden Beach Fee Schedule needs to be updated to reflect the proposed fees (Attachment A).

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

This the 14th day of March, 2023.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk

Attachment A

Residential Construction	
Mechanical Permit	Proposed \$100 \$75.00 rough-in \$100 \$75.00 final \$100 \$75.00 per unit on change-outs
Plumbing Permit	\$100 \$75.00 slab \$100 \$75.00 rough-in \$100 \$75.00 final
Electrical Permit	\$100 \$75.00 t-pole \$100 \$75.00 rough-in \$100 \$75.00 final
Building Permit (Residential Construction)	.009 x the construction cost (20% of ICC rate)
Enclosed Heated Area	\$160 \$125.00 per sf
Enclosed Unheated Area	\$50 \$35.00 per sf
Covered Unheated Area	\$50 \$35.00 per sf
Uncovered Decks, Docks, Piers, Walkways etc.	\$25.00 per sf
Covered Area under Elevated Home (not enclosed)	\$7.00 per sf
Minimum Permit Fee	\$100 \$65.00
Re-inspection Fee	\$75 per trade \$50.00
Additional Trip Fee	\$0 \$75.00
After Hours Inspection	\$150.00
Contractor Change	\$50
Subcontractor Change	\$50
Temporary Certificate of Occupancy	\$100
Temporary CO extension	\$150
Commercial Construction	
Mechanical Permit	\$100 \$80.00 per inspection
Plumbing Permit	\$100 \$80.00 per inspection
Electrical Permit	\$100 \$80.00 per inspection
Building Permit (Commercial Construction)	.009 x the construction cost (20% of ICC rate)
0 to 1000 square feet	\$ 185.00 per sf
>1000 to 2000 square feet	\$ 175.00 per sf

>2000 square feet	\$ 165.00 per sf
Minimum Permit Fee	\$100 \$80.00
Re-inspection Fee	\$80.00
Additional Trip Fee	\$0 \$80.00
After Hours Inspection	\$175.00
Contractor Change	\$50
Subcontractor Change	\$50
Temporary Certificate of Occupancy	\$100
Temporary CO extension	\$150

<u>Other fees</u>	
Bulkhead Permit	\$ 1.50 per linear foot min. \$ 65.00
CAMA Permit	\$100
Floodplain permit	\$50
Administrative surcharge	\$25 \$15.00
Homeowners Protection Fund (Collected on all new homes)	\$10.00
Sidewalk Deposit	\$500.00
House Moving Permit	
Moved With-in Jurisdiction	\$500.00
Moved Outside Jurisdiction	\$75.00
Security Deposit	\$1000.00
Bridge Fee	\$100.00
Demolition Permit Fee	\$150 \$75.00
Demolition Deposit	\$200.00

DEVELOPMENT SUBMITTAL FEES

For Zoning/Subdivision/Site Activity

Zoning Permit	\$50.00
Zoning Permit – Re-Review Fee	\$20.00
Group Activity Permit	\$100.00
Appeal to Board of Adjustment	\$175.00
Variance Request	\$175.00
Special Use Permit	\$175.00
Amendment to Zoning Text	\$250.00



Memo To: Board of Commissioners

6 March 2023

RE: Parking Fee Increase Budget Amendment

FROM: Town Manager *JH*

The attached budget amendment proposes increases totaling \$50,908 estimated to result from implementation of the new fee schedule which will become effective 1 April 2023.

TOWN OF HOLDEN BEACH

ORDINANCE NO. 23-06

AN ORDINANCE AMENDING ORDINANCE 22-14, THE REVENUES AND APPROPRIATIONS ORDINANCE FOR FISCAL YEAR 2022 - 2023 (AMENDMENT NO. 13)

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

SECTION I. PURPOSE:

Amend Budget Ordinance to accommodate paid parking 1 April fee schedule increase.

SECTION II. REVENUES:

Fund	Account #	Description	Amount	Action
General	10.0393.6000	On street parking	39426	Increase
General	10.0393.6100	Off street parking	4728	Increase
BPART	50.0393.6100	Off street parking	6754	Increase
		Total	50908	

SECTION III. EXPENSES

General	10.0570.6000	On street parking	39426	Increase
General	10.0570.6100	Off street parking	4728	Increase
BPART	50.710.6100	441 OBW	6754	Increase
		Total	50908	

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

This is the 14th day of March, 2023.

ATTEST:

J. Alan Holden, Mayor

Heather Finnell, Town Clerk

To: Mayor and Commissioners

From: Planning and Zoning Director T.D.E

The following changes are proposed to better protect the life safety health and welfare of the citizens, these changes will better align 93.03 and add clarification for enforcement of section 93.03

('85 Code, § 3-2.3) (Ord. 10-82, passed - -) Penalty, see § 93.99the Town of Holden Beach ordinances

Existing:

93.03 RESTRICTIONS ENUMERATED.

No junk vehicle, boat, boat trailer, or other equipment shall be permitted to be kept in any front or side yard area as defined in the Chapter 157, Zoning Code, nor junk boat in any waterway within the town limits, for longer than 30 days unless permitted by the Chief of Police. Special permission may be granted for periods of more than 30 days, but for not more than six months if the junk vehicle, boat, boat trailer, or other equipment is being repaired or held for sale.

('85 Code, § 3-2.3) (Ord. 10-82, passed - -) Penalty, see § 93.99

Proposed

§ 93.03 RESTRICTIONS ENUMERATED.

No junk vehicle, boat, boat trailer, or other equipment shall be permitted to be kept in any front, rear or side yard area as defined in the Chapter 157, Zoning Code, nor junk boat in any waterway within the town limits, for longer than 30 days. Any vehicle, trailer or boat that is in non-conformance at time of adoption shall be removed within 60 days of notification.

('85 Code, § 3-2.3) (Ord. 10-82, passed - -) Penalty, see § 93.99.

ORDINANCE 23-07
AN ORDINANCE AMENDING THE HOLDEN BEACH CODE OF ORDINANCES,
CHAPTER 93: JUNKED VEHICLES AND EQUIPMENT

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 93: Junked Vehicles and Equipment be amended as follows.

Section One: Amend Section 93.03 Restrictions Enumerated to read as follows:

§93.03 RESTRICTIONS ENUMERATED.

No junk vehicle, boat, boat trailer, or other equipment shall be permitted to be kept in any front, rear or side yard area as defined in the Chapter 157, Zoning Code, nor junk boat in any waterway within the town limits, for longer than 30 days. Any vehicle, trailer or boat that is in non-conformance at time of adoption shall be removed within 60 days of notification.

~~No junk vehicle, boat, boat trailer, or other equipment shall be permitted to be kept in any front or side yard area as defined in the Chapter 157, Zoning Code, nor junk boat in any waterway within the town limits, for longer than 30 days unless permitted by the Chief of Police. Special permission may be granted for periods of more than 30 days, but for not more than six months if the junk vehicle, boat, boat trailer, or other equipment is being repaired or held for sale.~~

('85 Code, § 3-2.3) (Ord. 10-82, passed - -) Penalty, see § 93.99.

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

This the 14th day of March, 2023.

 J. Alan Holden, Mayor

ATTEST:

 Heather Finnell, Town Clerk