



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

**Tuesday, June 17, 2025
5:00 PM**

**Holden Beach Town Hall
Public Assembly**



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS' PUBLIC HEARING/REGULAR MEETING
HOLDEN BEACH TOWN HALL – PUBLIC ASSEMBLY
TUESDAY, JUNE 17, 2025 - 5:00 P.M.**

PUBLIC HEARING: Proposed Budget for Fiscal Year 2025 - 2026

REGULAR MEETING:

1. Invocation
2. Call to Order/ Welcome
3. Pledge of Allegiance
4. Agenda Approval
5. Conflict-of-Interest Check
6. Approval of Minutes
 - a. Minutes of the Public Hearings/Regular Meeting of May 20, 2025 (Pages 1 – 11)
7. Public Comments on Agenda Items
8. Consideration and Possible Action on HDR Report – Interim Town Manager Ferguson, Will Fuller and Bill Kincannon, HDR (Pages 12 – 13)
9. Review and Undertake Required Initial Board Actions to Pursue a 2025 GO Referendum – Interim Town Manager Ferguson, Scott Leo, Parker Poe & Andrew Carter, DEC Associates (Pages 12, 14 – 20)
 - a. Resolution 25-03, Resolution Directing the Publication of Notice of Intention to Apply to the Local Government Commissioner for Approval of Bonds
 - b. Resolution 25-04 – Resolution Making Certain Statements of Fact Concerning Proposed Bond Issue and Authorizing the Application to the Local Government Commission
10. Discussion and Possible Action on Pursuing \$2.2 Million in Environmental Infrastructure Funding through the Corps – Interim Town Manager Ferguson & Bob Kiestler, Corps (Pages 21 – 48)

11. Police Report – Chief Dixon (Pages 49 – 54)
12. Inspections Department Report – Inspections Director Evans (Pages 55 – 57)
13. Finance Department Report – Finance Director McRaney (Pages 58 – 60)
14. Interim Town Manager's Report – Interim Town Manager Ferguson (Pages 61 – 62)
15. Discussion and Possible Approval of Ordinance 25-10, An Ordinance Amending Ordinance 24-11, The Revenues and Appropriations Ordinance for Fiscal Year 2024 – 2025 (Amendment No. 8) – Finance Director McRaney (Interim Town Manager Ferguson) (Pages 63 – 64)
16. Discussion and Possible Action on Ordinance 25-11, The Revenues and Appropriations Ordinance for Fiscal Year 2025 – 2026 – Interim Town Manager Ferguson (Pages 65 – 91)
17. Discussion and Possible Approval of Resolution 25-05, Resolution Amending the Town of Holden Beach Fee Schedule (Wastewater Rates) – Town Clerk Finnell (Interim Town Manager Ferguson) (Pages 92 – 94)
18. Consideration and Possible Action on Ward and Smith Contract for Upcoming Fiscal Year – Interim Town Manager Ferguson (Pages 95 – 100)
19. Consideration and Possible Action on Carolina Creations Landscaping and Irrigation Contract – Interim Town Manager Ferguson (Pages 101 – 119)
20. Discussion and Possible Scheduling of a Date to Hold Interviews for Vacancies on Town Boards – Town Clerk Finnell (Pages 120 – 124)
21. Public Comments on General Items
22. Mayor's Comments
23. Board of Commissioners' Comments
24. Adjournment

* Visit <https://www.youtube.com/@townofholdenbeach/streams> to watch the livestream of the meeting. Public comments can be submitted to heather@hbtownhall.com prior to 12:00 p.m. on June 17, 2025.



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS
PUBLIC HEARINGS/REGULAR MEETING
TUESDAY, MAY 20, 2025 – 5:00 P.M.**

The Board of Commissioners of the Town of Holden Beach, North Carolina met for Public Hearings/Regular Meeting on Tuesday, May 20, 2025 at 5:00 p.m. in the Town Hall Public Assembly. Present were Mayor J. Alan Holden; Mayor Pro Tem Tom Myers; Commissioners Rick Smith, Tracey Thomas, Page Dyer and Rick Paarfus; Interim Town Manager Christy Ferguson; Town Clerk Heather Finnell; Inspections Director Tim Evans; Police Chief Jeremy Dixon; Finance Director Daniel McRaney; and Town Attorney Sydnee Moore.

PUBLIC HEARINGS: ORDINANCE 25-05, AN ORDINANCE AMENDING HOLDEN BEACH CODE OF ORDINANCES, SECTION 157.006 DEFINITIONS, ORDINANCE 25-06, AN ORDINANCE AMENDING THE HOLDEN BEACH CODE OF ORDINANCES, SECTION 157.060 RESIDENTIAL DISTRICT (R-1) AND ORDINANCE 25-07, AN ORDINANCE AMENDING THE HOLDEN BEACH CODE OF ORDINANCES, SECTION 157.085 RELOCATION OF BUILDINGS

Inspections Director Evans went over information for the public hearings. Ordinance 25-05 is for parking changes on private property. The idea is to make sure required parking spaces do not change when there are minor changes to the property. Ordinance 25-06 is a text amendment that allows cargo lifts to go in front or rear setbacks, but not both. Folks that need those would no longer need to obtain a variance from the Board of Adjustment. Ordinance 25-07 removes the requirement to go before the Board of Adjustment to move a home on the island.

No comments were made.

Mayor Holden closed the public hearings at 5:05 p.m.

REGULAR MEETING:

Mayor Holden presented the invocation and called the Regular Meeting to order.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

Motion by Commissioner Paarfus to approve the agenda; second by Commissioner Smith; approved by unanimous vote.

CONFLICT-OF-INTEREST CHECK

No conflicts were disclosed.

APPROVAL OF MINUTES

Motion by Commissioner Paarfus to approve as presented (Special Meeting of April 8, 2025, Regular Meeting of April 15, 2025 and Special Meeting of April 17, 2025); second by Mayor Pro Tem Myers; approved by unanimous vote.

PUBLIC COMMENTS ON AGENDA ITEMS

Joe Utley would like to see more handicap parking.

Jim Bauer would like the Board to look at temporary fixtures (for example the band stand) at Block Q. He said the Lockwood Folly Inlet is a mess. He thinks the Town needs to reach out to see if others can share in the cost to maintain the inlet. Mr. Bauer thinks there should be more public parking. He suggested utilizing private parking for the public parking program.

Becky Greene spoke in favor of the referendum for the purchase of the pier.

Will Carter talked about pier, the process the Town is taking and provided information from a local firm he spoke with.

DISCUSSION AND POSSIBLE ACTION ON SECURING BOND COUNSEL AND FINANCIAL ADVISOR FOR A POSSIBLE REFERENDUM

Interim Town Manager Ferguson said at two previous meetings, a referendum idea came up. She reached out to our financial advisor and bond attorney for information on the process. Scott Leo, Parker Poe is in attendance and Andrew Carter, DEC Associates is attending via Zoom to walk the Board through the process. She said there are two calendars in the packets. The first one is if the Board uses special meetings to meet the deadlines for the referendum. Mr. Leo explained a general obligation bond is a way to issue debt for a capital project. The key to a general obligation bond is when you issue the bond, you are pledging the full faith and credit, the taxing power of the Town. In order to move forward, you need to have a vote of the people to approve the pledging of the taxing power. He provided information on the statutes/steps to move forward. He reviewed the two example calendars in the packets that detail the process. Mr. Leo provided information on the bond order and the language that would be required for the ballot. He detailed the decisions the Board would

make. If the voters do approve the bonds, it means the Town is authorized for the bonds for that purpose, up to the amount; you are not obligated to issue the bonds. You would need to vote again to go forward with the process to issue the bonds. That is a process that is undertaken with the Local Government Commission (LGC). You have seven years to issue the bonds. Mr. Leo explained you would be pledging the taxing power of the Town, but you can pay them back from any source. If there are other funds available, you can mix and match how you pay them. If other funding sources come along, you do not have to issue all the bonds. You can fill in the gaps with other funding sources.

Mr. Leo answered questions from the Board. He confirmed information on the dates in the timeline. Commissioner Thomas asked about the LGC process. Mr. Leo explained currently you would have to make application to LGC. They would add it to the agenda for consideration after the election. He confirmed the full amount that was approved would not need to be used. Commissioner Paarfus asked if the bond order could be canceled if something came up and the LGC already approved the bond order. Mr. Leo responded he has never seen it done, but he thinks there is a process that you could revoke the bond, but if you don't use it, it would eventually expire on its own. Commissioner Paarfus said so if this is approved, it is a financial tool the Town could deploy, but does not have to. The Town could still seek grants or other ways to fund the project. Mr. Leo answered yes within the seven years. Commissioner Paarfus asked if bonds would be issued before or after the project goes out to bid. Mr. Leo said you would typically do it afterwards because you would want to make sure you are issuing the right amount. He provided information on the timeline. Mr. Leo confirmed the process can be stopped at any point before the Board of Elections' deadline. Commissioner Paarfus said he assumes the financial advisor would look at the Town's financial status and see how the Town will go about funding this. Mr. Carter said as part of the process, they look at how the Town might fund the bonds if they were issued. Part of that looks at if there is any room in the current budget to absorb any additional new debt service payments. As part of the process, if the bonds would require some sort of tax increase or revenue increase, they would need to calculate what that amount may be and put that on the ballot as well. It is part of the ballot process. They would look at if there are any current resources to pay for the bond or if it would require new resources. Mr. Carter added you also would have to look at the useful life of the project and match the borrowing to the useful life. Mayor Pro Tem Myers said the Town has engaged with an engineering firm to give an estimate and inquired if the estimate would need to be refined. Mr. Leo said that is a strategic question for the Board to answer. Interim Town Manager Ferguson said the engineering firm did say the Class 3 estimate that they can provide by June 17th is going to be a general cost estimate. The Board would have to add their contingency level.

Commissioner Smith asked how much this would cost. Mr. Leo stated he would charge hourly for the legal process to get the Town from here to the referendum. It depends how much time is spent, but in his engagement letter he estimated \$25,000 – \$30,000 to get to the ballot. If it is approved, there is another process to issue the bonds so there will be further charges. The cost from there would depend on how the bonds are issued. Commissioner Smith asked at what point the LGC would say if this can't be done. Mr. Leo replied if the Board

moves forward, staff will need to have a pre-application conference with the LGC. That will open the discussions on what they are thinking. When there is a referendum, they are fairly differential to the vote of the people. They would defer to the voters. Commissioner Smith explained why he is worried the LGC would turn the application down. Commissioner Dyer reviewed the cost for the letters of engagement. She said the Town is in a situation where a majority of the property owners cannot vote. She inquired at what point there would be a public hearing so all taxpayers could provide input. Mr. Leo responded this is the statutory required process. The Town can do anything it would like in addition to it. Commissioner Paarfus asked if there are any other debt instruments that the Town can consider besides bonds. Mr. Leo said another way would be installment financing. You still would need to go to the LGC for approval. Commissioner Paarfus said his takeaways are any bonds must be voter approved; the Town is not obligated to issue the bonds if approved; the bond approval will expire seven years after approval; the number being talked about is an up to number; and through the process discussions will occur with the LGC. Mr. Leo agreed. Commissioner Paarfus said our financial advisor can begin work on how we can pay for this, taking into account our current financial capability, which may result in a lower bond amount. Mr. Carter said as we work through the process, you would do a not to exceed amount and then you could always do less when you get the bids and decide on the project the Town wants to build.

Motion by Commissioner Thomas to secure the bond counsel and a financial advisor for a possible referendum for the pier rebuild per attachment # 2 schedule; second by Mayor Pro Myers.

Commissioner Thomas said the Board received a report from the engineer that it doesn't make financial sense to try to fix the current pier that is already beyond its life. If we want a pier, we will need to build a new one. She stated the only way to do that is to take on debt. She thinks that the best way to do that is to ask the voters. It seems like the LGC would be likely to approve the debt if the voters are saying they are willing to take on the responsibility. Mayor Pro Tem Myers thinks this is a no regrets action. If we start it now, it will give us more time to prepare and analyze. We will have to borrow money and go to the LGC. If we start now will have some time to address any issues or complications that come up. He said we need to move forward. Commissioner Paarfus said paying for the pier will be challenging. We will probably need to borrow some money and he thinks bonds will most likely be a successful route. He emphasized as we go down this road, we are trying to give ourselves another tool to pay for the pier. He said this is complicated and he thinks we need expert help on this. He understands these guys were instrumental with the financing for the Central Reach Project. Commissioner Smith stated he goes back to the original premise of when the pier was purchased that the Town was going to use the proceeds from parking to make this happen. He said he thinks it will depend on the approach the Board takes if it will be accepted by the voters. Instead of it all being a burden on the taxes, they can make sure they understand it could be deferred based on what we are getting from paid parking and occupancy taxes. He learned in his career it is how you ask the question. He said we are looking at a third of the people who are registered to vote at Holden Beach versus the two thirds of people who pay

the majority of the property taxes. He said we spent a lot of money and had a plan. Now we are going to spend another \$100,000 on this process. He is not sure if he wants to move forward in this particular way. He has always been a proponent of the pier. Commissioner Dyer said the Town hasn't had a public hearing on this property in three years. The engineer at the time was focused on the repair of the pier only. The vote would not include a majority of the taxpayers. It will not include the people who we get the accommodations tax from, the people who would use the pier as part of the accommodations tax. She has a hard time with not knowing how the people who cannot vote feel. She thinks once we start down this road it will be tunnel vision to represent a small percentage of the people who will have to take on this debt. She said it is moving quickly and she is a little uncomfortable with it at this point.

Town Clerk Finnell read the motion. Commissioner Dyer said this doesn't take into consideration the pier building. We still don't have a plan in place for replacing that building.

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

UPDATE ON TOWN MANAGER RECRUITMENT PROCESS FROM S. RENEE NARLOCH

S. Renee Narloch provided an update on the recruitment process. They are in the process of reviewing applications, talking to candidates and beginning to formulate their recommendations. The next meeting would be to talk about their recommendations and for the Board to come to a consensus on which candidates to interview. The dates she is proposing are June 3rd and June 16th. She estimated the Board would interview three - five candidates.

The Board came to a consensus to meet on June 3rd in closed session after the budget meeting and June 16th, time will be determined based on the number of candidates.

POLICE REPORT – CHIEF DIXON

- Picking back up heading into Memorial Day.
- Provided staffing updates.
- Starting today through September 10th - no pets on strand from 9:00 a.m. – 5:00 p.m.
- Governors' Highway Safety Click it or Ticket Campaign is coming up. Wear your seatbelt. There was a wreck on the bridge the other day. It is a reminder why seatbelts are important.

Mayor Pro Tem Myers asked about an incident (armed with gun/knife). Chief Dixon will follow-up. Commissioner Paarfus reviewed a few of the incidents from the report and asked if there has been an uptick in violent crimes. Chief Dixon explained the environment changes as we get closer to the summer.

INSPECTIONS DEPARTMENT REPORT – INSPECTOR DIRECTOR EVANS

- Went over numbers on the report and monetary value on permits.
- Very busy. This doesn't show the number of times they review permits and the guidance given. It just shows the outcome.

FINANCE DEPARTMENT REPORT – FINANCE DIRECTOR MCRAINEY

- Revenues are looking good in the General Fund. Keep in mind a fund balance transfer will be made at the end of the year.
- In the Water and Sewer Fund, the lines merged together. That was from the early payoff of 796 OBW. The expenses and revenues should closely match the rest of the year.
- BPART looking good. Expenses will come closer to revenues in May because the debt payment was made in April last year and May this year.

Commissioner Paarfus asked if anyone is interested in seeing the cumulative curve from last year to see how we are tracking compared to last year. Finance Director McRainey will work on that for next month.

INTERIM TOWN MANAGER'S REPORT – INTERIM TOWN MANAGER FERGUSON

- Greensboro Street Lift Station – The third request for reimbursement has been submitted. Construction is 62% complete based on the timeline, but a new schedule will likely come out where they had some delays from the waivers. We are finding that first the federal side was in the lead when we requested reimbursements. The state has tended to fall behind. We just got email confirmation that the state is going to kick into gear, at the same time we got an email from the federal government that said new justifications will be required for all reimbursement requests. We have received three federal reimbursements and one state.
- Block Q Restroom and Parking – surveyor had the site laid out with a survey. Crews did begin work last week. There is a new completion date of August 20, 2025. We will hold a groundbreaking ceremony on June 4th at 10:00 a.m.
- Ocean Boulevard Stormwater – The Corps planned to be at the meeting this month, but they did have significant changes at the district and some of our project team became dismantled. They will be here in June.
- Pier Site – had our second meeting between HDR and the staff on May 15th.
- FEMA – we did a very successful four storm bundling FEMA project through disaster fund. There was a memo released from FEMA to OMB suggesting the beaches should be removed from eligible disaster assistance. We have responded to that, with letters going to the delegation that say that shouldn't occur and Cat G recreational beaches are important. Understands from where she spoke at the American Shore and Beach Preservation Government Affairs Committee meeting that there is an advisory

committee that is supposed to give an opinion to FEMA. Thinks the consensus across the board is that if FEMA bows out of this category and it goes to the states, the states are not ready. Once you do receive funding from FEMA, you should know that it doesn't always stay. We were told we would need to return \$2,970.48 for digital signs that were purchased during COVID. FEMA follows a disposition schedule and we are required to remit payment based on their closeout timing.

- NCBIWA Spring Meeting – went over groups in attendance and items of specific interest.
- Public Service Appreciation Week – amazing the amount of work that gets done with only 26 current employees. Less than half of the employees have served the Town for five years or more. Suggested looking at longevity pay in the future.
- BIMP Update – It has taken traction and looks like an update will be funded at a state level.
- Concerts begin this Sunday. A new public safety outreach program will occur before the concerts.
- Reviewed objectives status report.

Mayor Pro Tem Myers asked if it is time to panic about FEMA. Interim Town Manager Ferguson doesn't want to comment on the federal level, but she was happy to see the list of people appointed to the advisory committee. We need to keep it on the radar.

DISCUSSION AND POSSIBLE ACTION ON POLICE DEPARTMENT INCENTIVE/RETENTION ITEMS

Chief Dixon explained this is follow up from what was discussed in January. Policies were set up for internal ranks. We are ready to move forward with that if the Board agrees. Based on that criteria there would be three internal positions that would be recognized as ranking officers. Been working with the attorney regarding the cadet program. They talked about a memorandum of understanding that would be used instead of a contract to set the guidelines of what would be expected. The fitness program is included in the next budget. He will work on the commendations program in the fall. Chief Dixon would like to use the cadet program as a tool, but he would give priority to an applicant who is already certified. Cadets would take up a position. The proposed changes are incorporated into the upcoming budget.

Motion by Commissioner Paarfus to approve the internal rank changes; second by Commissioner Thomas; approved by unanimous vote.

CONSIDERATION AND POSSIBLE ACTION ON BLOCK Q PROFESSIONAL SERVICES

Interim Town Manager Ferguson said at the last meeting, the Board voted to move forward with the concert venue part of the master plan. The architect has provided a proposal for the Board's consideration. Commissioner Thomas said she does not see a dance floor listed under Phase 1. Interim Town Manager Ferguson replied if the Board moves forward, she will

make sure he understands he needs to include a dance floor. Commissioner Thomas asked about stormwater. Interim Town Manager Ferguson explained that would need to be taken into consideration. She will make sure they understand the minimum requirements.

Motion by Commissioner Thomas to receive the quote and award the scope of work and allow the town manager to execute; second by Commissioner Smith; approved by unanimous vote.

DISCUSSION AND POSSIBLE ACTION ON REVISIONS TO HOLDEN BEACH CODE OF ORDINANCES CHAPTER 157, ZONING CODE

Inspections Director Evans said the information was presented at the April meeting, public hearings were held and the proposed ordinances were approved on the Planning & Zoning Board level. The consistency statements from the Planning & Zoning Board were included in last month's packets.

Motion by Commissioner Paarfus to approve Ordinances 25-05 (Amending Section 157.006 Definitions), 25-06 (Amending Section 157.060 Residential District) and 25-07 (Amending Section 157.085 Relocation of Buildings) along with corresponding statements of consistency; second by Commissioner Smith; approved by unanimous vote.

REPORT ON LOCKWOOD FOLLY DREDGING HISTORY AND FUTURE PLANS

Interim Town Manager Ferguson provided history on Lockwood Folly dredging. She provided information on earmarks requested and the Town's Shallow Draft Inlet Permit. The Town is investing a lot, advocating on the federal level and getting funds in place when we can. The inlet is in a state that it needs dredging. We were first told it would be the May timeframe. Now we are being told June/July. The Corps has a program cost of \$744,500. The Shallow Draft Navigation Fund pays 75% of that. The local match is \$186,125. In the past the county paid 50% and then Oak Island and the Town were asked to each pay 25%. Last night the county voted to pay the full amount and then invoice the towns. The Town did budget funds in this fiscal year in the Lockwood Folly line. We stand ready to pass those funds to the county and will be doing that. Since it is already in the budget, there is no action required.

DISCUSSION AND POSSIBLE ACTION ON ADA COMPLETION AGREEMENT

Inspections Director Evans provided background and introduced Martha Myers. Ms. Myers said all items listed in the agreement are now complete. The work the Town has engaged in over the past two years has greatly improved beach accessibility. She said the Town, thanks in large part to the work of Inspections Director Evans, has exceeded what was required by the agreement. Additionally, the Town is about to embark on an ADA self-assessment, which was not part of the agreement but will provide a road map for current and future improvements. She said there must be a plan for monitoring and cleaning the blue mats on a regular basis and suggested using volunteers. Interim Town Manager Ferguson said based

on the liability, she does not think volunteers can do work on mats. They are on a maintenance schedule and beach rangers will also monitor them. Inspections Director Evans added the ADA assessment will address maintenance programs. Mayor Pro Tem Myers said this is a big achievement and suggested the Town should think of a way to celebrate this.

Motion by Commissioner Dyer to accept the agreement; second by Commissioner Paarfus; approved by unanimous vote.

Mayor Holden announced a five-minute recess at 7:03 p.m.

DISCUSSION AND POSSIBLE ACTION ON ORDINANCE 25-08, AN ORDINANCE AMENDING THE HOLDEN BEACH CODE OF ORDINANCES, CHAPTER 72: PARKING REGULATIONS

Town Clerk Finnell explained the parking table in the Code of Ordinances needs to be updated to reflect recent changes to the pier and the east end of the island. Mayor Pro Tem Myers inquired why the pier is not showing as off-street. Inspections Director Evans requested two revisions to the proposed table – H42 should be amended to two handicap spots and H52 should be changed to five spots.

Motion by Commissioner Paarfus to approve as amended (Ordinance 25-08, off-street at pier, H42 and H52); second by Commissioner Smith; approved by unanimous vote.

DISCUSSION AND POSSIBLE ACTION ON ORDINANCE 25-09, AN ORDINANCE ADOPTING A SUPPLEMENT TO THE HOLDEN BEACH CODE OF ORDINANCES (SUPPLEMENT 18)

Town Clerk Finnell stated the supplement codifies the ordinances the Board has approved since the last supplement.

Motion by Commissioner Paarfus to approve Ordinance 25-09; second by Commissioner Thomas; approved by unanimous vote.

DISCUSSION AND POSSIBLE SELECTION TO HOLD A PUBLIC HEARING ON THE PROPOSED BUDGET FOR FISCAL YEAR 2025 - 2026

The consensus of the Board is to hold the public hearing on June 17th at 5:00 p.m.

CONSIDERATION AND POSSIBLE ACTION TO APPROVE PROPOSALS FOR HARRIS LOCAL GOVERNMENT PRINT AND MAIL SERVICES

Finance Director McRainey said Harris Local Government offers the opportunity to produce and mail the Town's water bills. This should help with more timely billing and solve a long-

standing issue with the folding machine. After we buyout the lease of the folding machine, it saves approximately \$100 per year. Interim Town Manager Ferguson added it will also save money and time for staff resources.

Motion by Commissioner Thomas to approve the contract for Harris Local Government print and mail service; second by Commissioner Paarfus; approved by unanimous vote.

CONSIDERATION AND POSSIBLE ACTION TO APPROVE CONTRACT FOR LCC TELECOM SERVICES

Finance Director McRainey stated LCC Telecom has a spot on the water tower. This is a renewal of the lease for another five years. The renewal reflects a 7.7% monthly increase in rent. Commissioner Paarfus asked if there have been any detrimental affects due to the equipment on the water tower. Town Clerk Finnell said the Town works with a company, Utility Solutions and the Inspections Department regarding equipment placement.

Motion by Commissioner Smith to approve the contract; second by Commissioner Paarfus; approved by unanimous vote.

PUBLIC COMMENTS ON GENERAL ITEMS

Rick McInturf said the HB Community Alliance will sponsor their 2nd Annual Welcome to the Beach Cookout on Saturday. He invited the public.

Will Carter suggested going back to two-year terms for the commissioners.

MAYOR'S COMMENTS

- Hopes everyone has a good Memorial Day. Hopes everyone is safe, weather is supposed to be good and we are expecting a tremendous crowd.
- Asked if Fire Department got the safety stations on the beach. Interim Town Manager Ferguson said the Fire Department contacted her. They are trying for this weekend but it may be a little longer due to a delay in receiving the equipment.

BOARD OF COMMISSIONERS' COMMENTS

Mayor Pro Tem Myers

- Thanks for coming.
- Happy Memorial Day.
- Thinks we had a very productive night.

Commissioner Smith

- We are starting to see an influx in golf carts again. Please be mindful of those. They use the bike lanes a lot. If you see people who aren't using the proper restraints, please ask them to do so to try to save a life.
- Island will be full of kids this weekend. Please watch out for the kids and remember why we have Memorial Day. We have members of our families that have given the supreme sacrifice and others that have sacrificed a lot of their time and effort to keep us free. Let's enjoy Memorial Day, but remember why we are celebrating it.

Commissioner Thomas

- Reminded people that in the last election four seats were turned over and they had an opportunity to put in a majority that supported things they wanted and that's what they did.
- Glad we are moving forward with the pier. That is a huge kudos. We are also moving forward with hopefully getting a new dance platform on Block Q.
- Have a good Memorial Day. Be safe.

Commissioner Dyer

- Was not for the search committee for a town manager. The work that has been done on interim town manager's report – doesn't see how you will bring in a stranger that doesn't know anything about Lockwood Folly; know anything about Block Q; who has not been to Washington pushing and pushing for money. We are getting ready to face this issue with FEMA. Doesn't know why we are spending all this money when we have a perfectly great candidate sitting right here. It scares her to think we will get someone from non-coastal, not from North Carolina and doesn't know our staff. Thinks it is wrong.
- Have a happy Memorial Day.

Commissioner Paarfus

- Thanks for coming out.

Motion to adjourn by Commissioner Paarfus; second by Commissioner Smith; approved by unanimous vote.

J. Alan Holden, Mayor

Attest:

Heather Finnell, Town Clerk



Date: June 10, 2025
To: Commissioners and Mayor Holden
From: Christy Ferguson, Interim Town Manager
Re: Agenda Items 8 & 9

HDR is unable to provide the cost estimate for demolition of the current pier and construction of a new pier until Friday, which is past the agenda's deadline. A supplement to the agenda will be sent out once staff receives the information. The cost estimate will affect the supporting information for agenda items 8 & 9.



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 6/17/25

FROM: Interim Manager Ferguson

DATE SUBMITTED: 6/3/25

ISSUE/ACTION REQUESTED: Consideration and possible action on HDR report.

BACKGROUND/PURPOSE OF REQUEST: HDR will deliver a cost estimate for demolition of the current pier and construction of a new pier.

FISCAL IMPACT: (select one)

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

CONTRACTS/AGREEMENTS: (select one)

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

FINANCE RECOMMENDATION: N/A

INTERIM TOWN MANAGER'S RECOMMENDATION: Receive report and use data accordingly to finalize bond documents.



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

FROM: Interim Manager Ferguson

(C)

MEETING DATE: 6/17/25

DATE SUBMITTED: 6/4/25

ISSUE/ACTION REQUESTED: Review and undertake required initial board actions to pursue a 2025 GO Referendum.

BACKGROUND/PURPOSE OF REQUEST: At the May meeting the board decided to pursue a GO Referendum regarding the pier. The following documents represent required actions to begin the process.

FISCAL IMPACT: (select one)

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

CONTRACTS/AGREEMENTS: (select one)

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

FINANCE RECOMMENDATION:

INTERIM TOWN MANAGER'S RECOMMENDATION: Consider approval of documents to move forward to the next steps in the process.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF HOLDEN BEACH,
NORTH CAROLINA DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO
APPLY TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS**

WHEREAS, the Board of Commissioners (the “*Board*”) of the Town of Holden Beach, North Carolina (the “*Town*”) is considering the issuance of general obligation bonds of the Town which shall be for the following purposes and in the following maximum amount:

\$ _____ of bonds to finance the capital costs of the demolition and removal of the existing pier and construction of a new pier, including any improvements related thereto.

NOW, THEREFORE, BE IT RESOLVED by the Board that the Town Clerk is hereby directed to cause a copy of the “NOTICE OF INTENTION TO APPLY TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS” to be published in a newspaper of general circulation in the Town.

READ, APPROVED AND ADOPTED this 17th day of June, 2025.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk

STATE OF NORTH CAROLINA)
)
COUNTY OF BRUNSWICK) SS:

I, *Heather Finnell*, Town Clerk of the Town of Holden Beach, North Carolina, *DO HEREBY CERTIFY* the attached to be a true and correct copy of a Resolution entitled, “**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF HOLDEN BEACH, NORTH CAROLINA DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO APPLY TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS**” adopted by the Board of Commissioners at a meeting held on the 17th day of June, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town, this the ____ day of June, 2025.

(SEAL)

Town Clerk
Town of Holden Beach, North Carolina

**NOTICE OF INTENTION TO APPLY TO THE
LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS**

NOTICE IS HEREBY GIVEN of the intention of the Town of Holden Beach, North Carolina to file an application with the Local Government Commission, Raleigh, North Carolina for its approval of the issuance of general obligation bonds of the Town of Holden Beach, North Carolina which shall be for the following purposes and in the following maximum amounts:

\$_____ of bonds to finance the capital costs of the demolition and removal of the existing pier and construction of a new pier, including any improvements related thereto.

Any citizen or taxpayer of the Town of Holden Beach, North Carolina objecting to the issuance of any or all of said bonds, within seven (7) days after the date of publication of this notice, may file with the Local Government Commission, 3200 Atlantic Avenue, Longleaf Building, Raleigh, NC 27604, Attention: Deputy Secretary, and with the Board of Commissioners of the Town of Holden Beach, North Carolina, a written statement setting forth each objection to the proposed bond issue and such statement shall contain the name and address of the person filing it.

TOWN OF HOLDEN BEACH, NORTH CAROLINA

/s/ Heather Finnell

Town Clerk

Town of Holden Beach, North Carolina

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF HOLDEN BEACH,
NORTH CAROLINA MAKING CERTAIN STATEMENTS OF FACT CONCERNING
PROPOSED BOND ISSUE AND AUTHORIZING THE APPLICATION TO THE LOCAL
GOVERNMENT COMMISSION**

WHEREAS, the Board of Commissioners (the “Board”) of the Town of Holden Beach, North Carolina (the “Town”) is considering the issuance of general obligation bonds of the Town which shall be for the following purposes and in the following maximum amounts:

\$ _____ of bonds to finance the capital costs of the demolition and removal of the existing pier and construction of a new pier, including any improvements related thereto.

WHEREAS, certain findings of fact by the Board must be presented to enable the Local Government Commission of the State of North Carolina to make certain determinations as set forth in Section 159-52 of the North Carolina General Statutes, as amended.

NOW, THEREFORE, BE IT RESOLVED that the Board, meeting in open session on the 17th day of June, 2025, has made the following factual findings in regard to this matter:

A. **Facts Regarding Necessity of Proposed Financing.** The proposed bonds are necessary or expedient to finance the capital costs of the demolition and removal of the existing pier and construction of a new pier, including any improvements related thereto.

B. **Facts Supporting the Amount of Bonds Proposed.** The sums estimated for these bonds are adequate and not excessive for the proposed purposes. Estimates for the proposed projects have been carefully analyzed and determined by persons knowledgeable about the projects.

C. **Past Debt Management Procedures and Policies.** The Town’s debt management procedures and policies are good and have been carried out in compliance with law. The Town employs a Finance Director to oversee compliance with applicable laws relating to debt management. The Board requires annual audits of Town finances. In connection with these audits, compliance with laws is reviewed. The Town is not in default in any of its debt service obligations. The Town Attorney reviews all debt-related documents for compliance with laws.

D. **Past Budgetary and Fiscal Management Policies.** The Town’s budgetary and fiscal management policies have been carried out in compliance with laws. The Board closely reviews annual budgets before final approval of budget ordinances. Budget amendments changing a function total or between functions are presented to the Board at regular Board meetings. The Finance Director presents financial information to the Board which shows budget to actual comparisons annually and otherwise as the Town Manager deems necessary or as a member of the Board may request.

E. **Increase in Taxes; Retirement of Debt.** The increase in taxes, if any, necessary to service the proposed debt will not be excessive. The schedule for issuance anticipates issuing all of the bonds in one or more series during the seven years following the approval of the bond order.

F. **Marketing of Bonds.** The proposed bonds can be marketed at reasonable rates of interest.

G. **Estimated Interest.** The assumptions to be used by the Town’s Finance Director in preparing the statement of disclosure to be filed with the Town Clerk pursuant to Section 159-55.1(a) of the General Statutes of North Carolina are reasonable.

BE IT FURTHER RESOLVED that the Board authorizes and directs the Finance Director of the Town to file with the Local Government Commission an application for its approval of the General Obligation Public Improvement Bonds hereinbefore described, on a form prescribed by said Commission, and (1) to request in such application that said Commission approve the Town's use of Parker Poe Adams & Bernstein LLP, as bond counsel for the Town and (2) to state in such application such facts and to attach thereto such exhibits in regard to such General Obligation Public Improvement Bonds and the Town's financial condition, as may be required by said Commission.

BE IT FURTHER RESOLVED that this Resolution shall become effective on the date of its adoption.

PASSED, ADOPTED AND APPROVED this 17th day of June, 2025.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk

STATE OF NORTH CAROLINA)
) SS:
COUNTY OF BRUNSWICK)

I, *Heather Finnell*, Town Clerk of the Town of Holden Beach, North Carolina, *DO HEREBY CERTIFY* the attached to be a true and correct copy of a Resolution entitled, “**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF HOLDEN BEACH, NORTH CAROLINA MAKING CERTAIN STATEMENTS OF FACT CONCERNING PROPOSED BOND ISSUE AND AUTHORIZING THE APPLICATION TO THE LOCAL GOVERNMENT COMMISSION**” adopted by the Board of Commissioners at a meeting held on the 17th day of June, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town, this the ____ day of June, 2025.

(SEAL)

Town Clerk
Town of Holden Beach, North Carolina



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

FROM: Interim Manager Ferguson



MEETING DATE: 6/17/25

DATE SUBMITTED: 6/3/25

ISSUE/ACTION REQUESTED: Discussion and possible action on pursuing \$2.2 million in EI funding through the Army Corps of Engineers.

BACKGROUND/PURPOSE OF REQUEST: Following Potential Tropical Cyclone 8, the Town was awarded environmental infrastructure disaster relief funding through Congress. These funds flow directly to the Corps and through this program they would reimburse stormwater project costs up to 75%. Bob Keistler will be here to give some background on the program and discuss the Project Partnership Agreement (PPA). This funding is projected to fall over two fiscal years.

FISCAL IMPACT: (select one)

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

CONTRACTS/AGREEMENTS: (select one)

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

FINANCE RECOMMENDATION: N/A

INTERIM TOWN MANAGER'S RECOMMENDATION: Receive information and consider action.



Date: June 3, 2025

To: Mayor Holden and Board of Commissioners

From: Christy Ferguson, Interim Town Manager

Re: USACE Environmental Infrastructure Project

Following Potential Tropical Cyclone 8, the Town was awarded \$2.2 million in environmental infrastructure funding for phasing projects from our approved stormwater master plan. The projects involve the 300 Block of Ocean Boulevard and the East End of Ave A and Mullet. When these appropriations are made through Congress, the money flows directly to the Corps and then they reimburse the Town up to 75% of the project costs. The Corps will be at the meeting to explain the program and what would be needed as far as the Project Partnership Agreement. The partnership is expected to operate over two fiscal years, with next fiscal year's estimate being \$300,000.

Attachments: 1. Presentation
2. Draft PPA
3. Project Descriptions



SECTION 5113 -- ENVIRONMENTAL INFRASTRUCTURE

Wilmington District
Holden Beach, NC Brief
June 17, 2025



U.S. ARMY



US Army Corps
of Engineers



SECTION 5113 – ENVIRONMENTAL INFRASTRUCTURE

Section 5113 Program Overview

- Authorized in Water Resources Development Act (WRDA) 2007; modified in WRDA 2024
- Supports non-Federal interests through design and/or construction assistance for water-related environmental infrastructure that will be publicly-owned and operated
- Non-Federal sponsor leads; USACE reimburses and provides QA
- Cost-share = 75/25 (USACE/non-Fed sponsor)
- Governed by a Project Partnership Agreement (PPA) signed by both partners
- This is one of 22 active EI programs authorized for various communities across the nation



**US Army Corps
of Engineers.**

U.S. ARMY



SECTION 5113 – ENVIRONMENTAL INFRASTRUCTURE

PPA Key Items

- Specifies the cost-share ratio
- Sets a ceiling for total amount of Federal funds available for the Federal share of project costs
- Specifies what are considered eligible project costs
- Explains roles/responsibilities
- Provides guidance for invoice submittals
- Establishes expectations with records management and auditing



U.S. ARMY



US Army Corps of Engineers.



US Army Corps of Engineers U.S. Army Corps of Engineers Headquarters Website

Environmental Infrastructure

[Collapse All Expand All](#)

- Section 108 - Lake Tahoe Basin Restoration, Nevada and California
- Section 1113 - Acequia Irrigation Projects, NM
- Section 130 & EAWDAA, 04 - Placer and El Dorado Counties, CA
- Section 154 - Northern Wisconsin
- Section 219 - General Environmental Infrastructure Authority
- Section 313 - South Central Pennsylvania
- Section 340 - Southern West Virginia

• Section 5061 - Fort Cavara and Northeast Florida

Design performed by the Non-Federal Sponsor

- [History and Applicability](#)
- [Implementation Memo](#)
- [Model MS Word](#)
- [Click here for the Legacy Versions](#)

Design and Construction performed by the Non-Federal Sponsor

- [History and Applicability](#)
- [Implementation Memo](#)
- [Model MS Word](#)
- [Click here for the Legacy Versions](#)

- Section 5138 - Texas
- Section 5140 - Dallas County Region, TX
- Section 531 - Southern and Eastern Kentucky
- Section 542 - Lake Champlain Basin Program
- Section 552 - New York City Watershed
- Section 566 - Southeastern Pennsylvania
- Section 569 - Northeastern Minnesota
- Section 571 - Northern West Virginia
- Section 592 - Mississippi
- Section 593 - Central New Mexico
- Section 594 - Ohio and North Dakota
- Section 595 - Idaho, Montana, Rural Nevada, New Mexico, Rural Utah and Wyoming
- Section 8353 - Northern Missouri

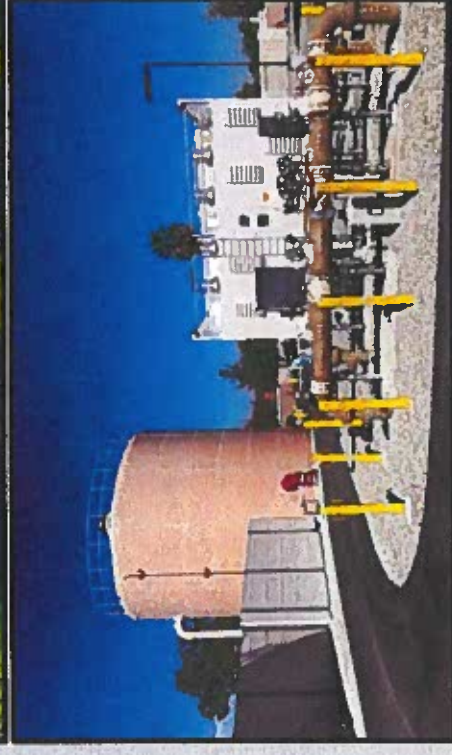
*USACE Partnership Agreement webpage (publicly available)



SECTION 5113 – ENVIRONMENTAL INFRASTRUCTURE

Takeaways

- The Town manages the work; USACE reimburses eligible project costs and provides QA throughout the life of the project
- Any project costs that exceed the ceiling established in the PPA to be paid by the non-Federal sponsor
- Sponsor owns the infrastructure upon completion and is responsible for all operations & maintenance responsibilities
- Sponsor-led EI project have been implemented in many USACE districts; the Corps has a supportive community of practice to assist



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US Army Corps
of Engineers.



Section 5113 – Environmental Infrastructure

DESCRIPTION OF THE HOLDEN BEACH EI PROJECT:

- The Town's Board of Commissioners approved a Stormwater Master Plan Report (prepared and sealed by engineering firm McGill Associates, P.A.) in August 2024, which contains a strategy to address increasing risks to life and property due to problematic runoff following storm events.
- The Plan includes a prioritized list of investments to address this risk, along with conceptual designs for the proposed infrastructure.
- This project will address the top two locations, which are the 300 block of Ocean Boulevard West (Location 1) and the East End of Mullet St. and Avenue A (Location 2).
- For Location 1, the solution includes strategic on-site detention/storage, regrading portions of Ocean Boulevard and installation of catch basins, and improvements to the piping network that conveys runoff.
- For Location 2, the proposed solution includes upsizing portions of the existing stormwater pipe system, elevating portions of roadway, and installing a series of swales for improved runoff detention.





SECTION 5113 – ENVIRONMENTAL INFRASTRUCTURE

Holden Beach Stormwater Next Steps

- Wilmington District finalizes a Letter Report (defines Scope, Schedule, and Budget) using project information from the Town
- Letter Report is done at 100% Federal expense
- Once Letter Report is approved by South Atlantic Division, PPA can be signed and executed
- Upon execution of PPA, project work can begin
- Throughout life of the project, it must stay within the scope established in the Letter Report



US Army Corps
of Engineers.

U.S. ARMY



Questions



AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE TOWN OF HOLDEN BEACH, NORTH CAROLINA
FOR
DESIGN AND CONSTRUCTION ASSISTANCE
FOR THE
HOLDEN BEACH STORMWATER MANAGEMENT PROJECT,
BRUNSWICK COUNTY, NORTH CAROLINA

THIS AGREEMENT is entered into this ____ day of _____, _____, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for Wilmington District (hereinafter the "District Commander") and the Town of Holden Beach, North Carolina (hereinafter the "Non-Federal Sponsor"), represented by its Mayor.

WITNESSETH, THAT:

WHEREAS, the Government is authorized to provide design and construction assistance for publicly owned, non-Federal water-related environmental infrastructure and resource protection and development projects in North Carolina including projects for wastewater treatment and related facilities; combined sewer overflow, water supply, storage, treatment, and related facilities; drinking water infrastructure including treatment and related facilities; stormwater infrastructure; and surface water resource protection and development pursuant to Section 5113 of the Water Resources Development Act of 2007, Public Law 110-114 (hereinafter "Section 5113");

WHEREAS, Section 5113(d)(3) provides that the Federal share of project costs under each agreement entered into under Section 5113 shall be 75 percent, which may be in the form of reimbursements;

WHEREAS, as of the effective date of this Agreement, the total amount of Federal funds available for the Federal share of project costs under this Agreement is \$2,200,000; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "Project" means the Town of Holden Beach' strategy to address problematic stormwater runoff following storm events at two particular locations, as generally described in the Letter Report for Design and Construction of the Holden Beach Stormwater

Management Project, Brunswick County, North Carolina, dated [Month Year], and approved by the Division Commander for South Atlantic Division on [Month Day, Year].

B. The term “HTRW” means hazardous, toxic, and radioactive wastes, which includes any material listed as a “hazardous substance” (42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter “CERCLA”) (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

C. The term “project costs” means all costs incurred by the Government and the Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to design and construction of the Project and cost shared. The term includes the Non-Federal Sponsor’s eligible pre-Agreement design work costs, if any; the Government’s costs for conducting environmental compliance activities, providing management oversight and technical assistance, as needed, preparing monthly financial reports, reviewing design work, appraisals, and invoices provided by the Non-Federal Sponsor, conducting periodic inspections during construction, and any other costs incurred by the Government pursuant to the provisions of this Agreement; the Non-Federal Sponsor’s eligible costs for engineering, design, construction, and supervision and administration; the Non-Federal Sponsor’s eligible costs for providing real property interests and relocations, and performing permit work; and the costs of historic preservation activities except for data recovery for historic properties, if any. The term does not include any costs for operation and maintenance; HTRW cleanup and response; dispute resolution; audits; betterments; or the Non-Federal Sponsor’s cost to negotiate this Agreement.

D. The term “real property interests” means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

E. The term “relocation” means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required by applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

F. The term “pre-Agreement design work” means the design work performed by the Non-Federal Sponsor prior to the effective date of this Agreement that the Government determines was accomplished in a satisfactory manner and is necessary for the Project.

G. The term “betterment” means a difference in the design or construction of an element of the Project that results from applying standards that the Government determines exceed those that the Government would otherwise apply to design or construction of that element.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. As of the effective date of this Agreement, the total amount of Federal funds available for the Federal share of project costs under this Agreement is limited to \$2,200,000. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall be responsible for all costs in excess of this amount.

B. The Non-Federal Sponsor shall design and construct the Project in accordance with all requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto and the following:

1. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests and relocations required for construction and operation and maintenance of the Project. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for the purpose of performing inspections pursuant to Article II.D.

2. The Non-Federal Sponsor shall afford the Government the opportunity to review and comment on all design work, including relevant plans and specifications, and related contract solicitations, prior to the Non-Federal Sponsor's issuance of such solicitations. In addition, until the Government has provided written confirmation that environmental compliance has been completed, the Non-Federal Sponsor shall not issue the solicitation for the first construction contract for the Project or commence construction of the Project using its own forces.

3. The Non-Federal Sponsor is responsible for obtaining all permits and licenses necessary for design, construction, and operation and maintenance of the Project and for ensuring compliance with all requirements of such permits and licenses.

4. The Non-Federal Sponsor shall establish and maintain such legal and institutional structures as necessary to ensure the effective long-term operation of the Project at no cost to the Government.

5. Upon completion of design, the Non-Federal Sponsor shall furnish the Government with copies of the completed design.

6. The Non-Federal Sponsor shall operate and maintain the Project at no cost to the Government. The Non-Federal Sponsor shall furnish the Government with a copy of the as-built drawings for the completed work.

7. No more frequently than every 30 calendar days, the Non-Federal Sponsor shall provide the Government an invoice with the documentation required by Article V for the Government to determine whether costs incurred by the Non-Federal Sponsor are eligible for

inclusion in project costs. If the Non-Federal Sponsor incurred costs for pre-Agreement design work, documentation of such costs shall be included in the Non-Federal Sponsor's initial invoice. Following completion of the Project, the Non-Federal Sponsor shall notify the Government, which shall conduct a final inspection of the Project. No later than 60 calendar days after the Government conducts the final inspection, the Non-Federal Sponsor shall provide its final invoice, unless an extension is requested by the Non-Federal Sponsor in writing and approved by the Government.

C. Using information developed and provided by the Non-Federal Sponsor, the Government shall ensure environmental compliance activities necessary to achieve compliance with all applicable environmental laws and regulations for design and construction of the Project are completed prior to initiation of construction. The Government will notify the Non-Federal Sponsor in writing when such compliance has been completed.

D. The Government may perform periodic inspections to verify the progress of construction and that work is being performed in a satisfactory manner. In addition, the Government may provide technical assistance to the Non-Federal Sponsor on an as-needed basis during design and construction of the Project. Further, the Government shall perform a final inspection to verify satisfactory completion of the Project.

E. Subject to the limitation on available Federal funds identified in Article II.A. for the Federal share of project costs under this Agreement, the Government shall be responsible for 75 percent of project costs, with reimbursement for costs incurred by the Non-Federal Sponsor determined in accordance with this paragraph. The Government shall review each invoice provided by the Non-Federal Sponsor and, based on the procedures, requirements, and conditions provided in Article V, shall determine the costs, or portion thereof, that are eligible for inclusion in project costs. To the maximum extent practicable, within 30 calendar days of receipt of each invoice, the Government, subject to the availability of Federal funds, shall reimburse the Non-Federal Sponsor for 75 percent of the Non-Federal Sponsor's eligible costs included in each invoice, less 25 percent of the costs incurred by the Government during that same invoice period. The Government shall provide a written explanation to the Non-Federal Sponsor for costs it determines are not eligible for inclusion in project costs.

F. The Government shall ensure compliance with the National Historic Preservation Act (NHPA) of 1966, as amended (54 U.S.C. 300101-307108), prior to initiation of construction. All costs incurred by the Government and the Non-Federal Sponsor for actions associated with historic preservation, including the identification and treatment of historic properties as those properties are defined in the NHPA and the mitigation of adverse effects other than data recovery, as the Government determines necessary and subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of such costs, shall be included in project costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize, or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount available for the Project may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data

recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Project, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full Federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

G. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Project. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share for such work.

H. The Non-Federal Sponsor and the Government, in consultation with appropriate Federal and State officials, shall develop a facilities development plan or resource protection plan, including appropriate engineering plans and specifications.

I. If the Non-Federal Sponsor elects to include betterments in the design or construction of the Project, the Non-Federal Sponsor shall notify the Government in writing and describe the betterments it intends to design and construct. The Non-Federal Sponsor shall be solely responsible for all costs due to betterments, including costs associated with obtaining permits for such work, without reimbursement by the Government.

ARTICLE III - REAL PROPERTY INTERESTS AND RELOCATIONS

A. The Government and the Non-Federal Sponsor shall jointly determine the real property interests required for construction, operation, and maintenance of the Project, and the Non-Federal Sponsor shall provide the Government with general written descriptions, including maps as appropriate, of such real property interests. Prior to the Non-Federal Sponsor initiating acquisition of such real property interests or initiating construction on real property interests it already owns or controls, the Non-Federal Sponsor, in accordance with Article IV.A., shall investigate to verify that HTRW does not exist in, on, or under the real property interests required for the construction, operation, and maintenance of the Project. Subject to the requirements in Article IV.B., the Non-Federal Sponsor shall acquire such real property interests and notify the Government in writing when such interests have been acquired. The Non-Federal Sponsor shall ensure all such real property interests required for the Project are retained in public ownership.

B. The Government and the Non-Federal Sponsor shall jointly determine the relocations required for construction, operation, and maintenance of the Project, and the Non-Federal Sponsor shall provide the Government with general written descriptions, including maps and plans and specifications, as appropriate, for such relocations. Upon written confirmation by the Government, the Non-Federal Sponsor shall perform or ensure performance of such relocations and notify the Government in writing when such relocations have been accomplished.

C. In acquiring the real property interests for the Project, the Non-Federal Sponsor assures the Government that it will comply with the following:

(1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under 42 U.S.C. 4622, 4623 and 4624;

(2) relocation assistance programs offering the services described in 42 U.S.C. 4625 shall be provided to such displaced persons;

(3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with 42 U.S.C. 4625(c)(3);

(4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State law, by the land acquisition policies in 42 U.S.C. 4651 and the provisions of 42 U.S.C. 4652; and

(5) displaced persons will be paid or reimbursed for necessary expenses as specified in 42 U.S.C. 4653 and 4654.

ARTICLE IV - HTRW

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any HTRW regulated under applicable law, that may exist in, on, or under real property interests required for construction, operation, and maintenance of the Project.

B. In the event the Non-Federal Sponsor discovers that HTRW exists in, on, or under any of the real property interests needed for construction, operation, and maintenance of the Project, the Non-Federal Sponsor shall provide written notice to the Government within 15 calendar days of such discovery, in addition to providing any other notice required by applicable law. If HTRW is discovered prior to acquisition, the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed. If HTRW is discovered in, on, or under real property interests the Non-Federal Sponsor owns or controls or after acquisition of the real property interests, no further Project activities within the contaminated area shall proceed until the parties agree on an appropriate course of action.

1. If the Non-Federal Sponsor initiates or continues construction, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the performance and costs of HTRW cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. The Non-Federal Sponsor shall pay such costs without reimbursement or credit by the Government.

2. In the event the Non-Federal Sponsor fails to discharge its responsibilities under this Article, the Government may suspend or terminate future performance under this Agreement, including reimbursements pursuant to Article II.E.

C. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the owner and operator of the Project for purposes of CERCLA liability or other applicable law.

D. Any decision made pursuant to this Article shall not relieve any third party from any HTRW liability that may arise under applicable law.

ARTICLE V - DETERMINATION OF ELIGIBLE NON-FEDERAL SPONSOR COSTS

A. The Government and the Non-Federal Sponsor agree that the Non-Federal Sponsor's costs that are eligible for inclusion in project costs shall be determined in accordance with the following procedures, requirements, and conditions and subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. The Government shall include in project costs the value of required real property interests acquired from private owners after the effective date of this Agreement except that the value of real property interests donated to the Non-Federal Sponsor are not eligible for inclusion in project costs. The Non-Federal Sponsor shall obtain for each required real property interest acquired from private owners an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government.

(1) Date of Valuation. The fair market value of real property interests acquired from private owners by the Non-Federal Sponsor shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor concludes the acquisition of the interest. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for valuation purposes.

(3) The Government shall include in the project costs the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for purpose of instituting the eminent domain proceeding. The fair market value for valuation purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph A.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2):

(1) the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at \$15,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. The Government may approve exceeding the \$15,000 threshold, up to an amount of \$35,000, if the Non-Federal Sponsor offers the owner the option of having the Non-Federal Sponsor appraise the real property interest.

(2) if the Non-Federal Sponsor determines that the acquisition is uncomplicated, has a low fair market value, and the Non-Federal Sponsor offers the owner the option to have the property appraised, the Non-Federal Sponsor may request in writing approval to use a waiver valuation for properties with estimated values of more than \$35,000 and up to \$50,000. If use of a waiver valuation is approved by the Government, the Non-Federal Sponsor shall provide a report measuring the cost and time benefits, condemnation rate, settlement rate, and other relevant metrics to document the administrative savings, accuracy, and efficacy of the use of the waiver valuation.

d. Incidental Costs. The Government shall include in project costs eligible incidental costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs after the effective date of this Agreement in acquiring required real property interests from private owners. Such incidental costs include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.C., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of required real property interests.

e. Except for permit work pursuant to Article V.A.4., any publicly owned real property interests required for the Project will be provided by the Non-Federal Sponsor at no cost to the Government.

2. Relocations. The Government shall include in project costs eligible costs of required relocations performed by the Non-Federal Sponsor after the effective date of this Agreement.

a. For a relocation other than a highway, eligible costs shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, eligible costs shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of North Carolina would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs, as determined by the Government, include actual costs of performing the relocation; planning, engineering, and design costs; and supervision and administration costs. Relocation costs do not include any costs associated with betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

3. Design and Construction Work. The Government shall include in project costs eligible costs of the design and construction work performed by the Non-Federal Sponsor after the effective date of this Agreement and eligible costs of pre-Agreement design work, if any.

a. The Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the amount of eligible costs. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees. Where the Non-Federal Sponsor's cost for completed pre-Agreement design work is expressed as fixed costs plus a percentage of project costs, the Non-Federal Sponsor shall calculate such costs based on actual costs.

b. The following costs are not eligible for inclusion in project costs: interest charges, or any adjustment to reflect changes in price levels after completion of the design or construction work; pre-Agreement design work previously reimbursed under another agreement; pre-Agreement design work in excess of 6 percent of project costs; costs that exceed the Government's estimate of the cost for such design and construction work; design or construction work obtained at no cost to the Non-Federal Sponsor; or any construction work initiated prior to completion of environmental compliance.

4. Permit Work. The Government shall include in project costs eligible costs of permit work performed by the Non-Federal Sponsor after the effective date of this Agreement. Eligible costs shall be equivalent to the direct costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in obtaining all permits and licenses necessary for design and construction of the Project, including the permits necessary for construction, operation, and maintenance of the Project on publicly owned or controlled real property interests. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees involved in obtaining such permits. Failure to comply with these permits and licenses may result in the Government denying, in whole or part, inclusion of the Non-Federal Sponsor's costs for design and construction of the Project in project costs.

5. Compliance with Federal Labor Laws. In undertaking construction and relocations, the Non-Federal Sponsor shall comply with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act). The Non-Federal Sponsor's failure to comply with these laws may result in the Government denying, in whole or part, inclusion of the Non-Federal Sponsor's costs for relocations and construction of the Project in project costs.

B. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit or reimbursement for any costs incurred by the Non-Federal Sponsor prior to the effective date of this Agreement, excluding costs for pre-Agreement design work.

ARTICLE VI - ACCOUNTING

A. As of the effective date of this Agreement, project costs are projected to be \$2,933,000, with the amount of Federal funds available for such work limited to \$2,200,000. Costs incurred by the Government are projected to be \$2,200,000. Costs incurred by the Non-Federal Sponsor are projected to be \$2,933,000, which includes eligible design and construction work after the effective date of this Agreement projected to be \$2,200,000, eligible pre-Agreement design work projected to be \$0, eligible real property interests projected to be \$0, eligible relocations projected to be \$0, and eligible permit work projected to be \$0. Reimbursements pursuant to Article II.E. for eligible costs incurred by the Non-Federal Sponsor are projected to be \$2,200,000. These amounts are estimates only that are subject to adjustment

by the Government and are not to be construed as the total financial responsibilities of the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with monthly financial reports setting forth the estimated project costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government to date; costs incurred by the Non-Federal Sponsor to date; the total amount of reimbursements made to the Non-Federal Sponsor to date; and the balance of the Federal funds available for the Project.

C. After the Non-Federal Sponsor has provided its final invoice to the Government, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. As a part of the final accounting, the Government will determine the total reimbursable amount by taking 75 percent of eligible costs incurred by the Non-Federal Sponsor, less 25 percent of the costs incurred by the Government for the Project. Should the final accounting determine that funds in excess of the total reimbursable amount have been reimbursed to the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such excess reimbursement by delivering a check payable to "FAO, USAED, Wilmington (K7)" to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. Should the final accounting determine that the reimbursements provided to the Non-Federal Sponsor are less than the total reimbursable amount, then subject to the limitation on available Federal funds identified in Article II.A. for the Federal share of project costs under this Agreement, the Government shall reimburse the Non-Federal Sponsor for the amount equal to such difference.

ARTICLE VII - TERMINATION OR SUSPENSION

If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate this Agreement. If the Government determines that the Federal funds available for the Project will be exhausted prior to completion of the Project, the Government shall notify the Non-Federal Sponsor and the Non-Federal Sponsor may continue with design and construction of the Project, at no cost to the Government, and with no further participation in the Project by the Government.

ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from any and all damages arising from design, construction, or operation and maintenance of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in project costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsor's request, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The Non-Federal Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

Mayor
Town of Holden Beach
110 Rothschild Street
Holden Beach, NC 28462

If to the Government:

District Commander
U.S. Army Corps of Engineers, Wilmington District
69 Darlington Avenue
Wilmington, NC 29203

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

THE TOWN OF HOLDEN BEACH, NORTH
CAROLINA

BY: _____

Kenneth M. Porter
LTC, U.S. Army
Acting District Commander

BY: _____

J. Alan Holden
Mayor

DATE: _____

DATE: _____

CERTIFICATE OF AUTHORITY

I, Sydnee Moore, do hereby certify that I am the principal legal officer for the Town of Holden Beach, North Carolina, that the Town of Holden Beach, North Carolina is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Town of Holden Beach, North Carolina in connection with the Holden Beach Stormwater Management Project, Brunswick County, North Carolina, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, and that the person who executed this Agreement on behalf of the Town of Holden Beach, North Carolina acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
_____ day of _____ 20 ____.

Sydnee Moore
Attorney, Town of Holden Beach, NC

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

J. Alan Holden
Mayor, Town of Holden Beach, North Carolina

DATE: _____

**NON-FEDERAL SPONSOR'S
SELF-CERTIFICATION OF FINANCIAL CAPABILITY
FOR AGREEMENTS**

I, Daniel McRainey, do hereby certify that I am the Finance Director of the Town of Holden Beach, North Carolina (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the Holden Beach Stormwater Management Project, Brunswick County, North Carolina; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the Holden Beach Stormwater Management Project, Brunswick County, North Carolina.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____, _____.

BY: _____

TITLE: Finance Director, Town of Holden Beach, NC

DATE: _____

Area 1 – 300 Block of Ocean Boulevard West

Several hundred feet of public ROW along Ocean Boulevard West (OBW), in an area referred to as the 300 Block, and Brunswick Avenue to the north, experience significant floodwater retention following storm events.

A dedicated right-of-way (ROW) at 317 Brunswick Avenue West, which connects OBW and Brunswick Avenue, is currently used as an unofficial vehicle and pedestrian access. This project would convert the ROW to a 2.5-foot-deep storage depression to hold runoff from both OBW and Brunswick Avenue.

Catch basins will be installed along the north side of OBW, including at the low point of the road, and at the intersection of High Point Street and Brunswick Avenue. As the catch basin at the low point of the road will be located within the ROW of OBW and not on the road itself, its rim elevation will sit above the lowest elevation of the road. The road would be elevated to encourage positive flow to the inlet and to avoid further road ponding.

Catch basins will be connected by 15" High Performance Polypropylene pipes (HPPP), producing two different directions of flow: one, from the low point of the road, through the storage depression, and discharging at the outlet of the Brunswick Avenue channel, and the other from the low point of the road, down OBW and High Point Street, and discharging into the channel near the intersection of High Point Street and Brunswick Avenue.

In order to maintain a positive outfall within the proposed stormwater network, the Brunswick Avenue channel will be dropped approximately 1.5 feet between its outset and the inlet of the existing outlet pipe. The channel will be re-graded as needed while maintaining minimum side slopes of 3:1.

The existing culvert under Marker Fifty-Five Drive and the existing outlet pipe running along the east side of High Point St. will both be upsized to 18" Reinforced Concrete Pipes (RCPs). The tide gate on the existing outlet pipe will be replaced.

Additional measures will include a second 1.5-foot-deep storage depression at 339 Brunswick Avenue, along with another dedicated ROW. This storage depression will be connected to the proposed stormwater network on OBW and discharge north into the Brunswick Avenue channel just before the Marker Fifty-Five Drive culvert.

Area 2 – East End of Mullet Street Area & East End of Avenue A

Public ROW along Ocean Boulevard East (OBE) on the east end of Holden Beach, between Ferry Road and Dunescape Drive, experiences frequent periods of standing water following rain events as runoff is transported through the existing stormwater network or infiltrates into the soil.

The proposed project involves upsizing the existing stormwater system such that a 2-year storm level of service is achieved in the section of OBE east of Mullet St. and the entire area sees a reduction in flood depths due to both 2-year and 10-year storms. Further reduction in flooding from the 10-year storm is to be realized by eliminating roadway flooding along OBE between Avenue A and Dunescape Drive.

The existing stormwater network along Ocean Boulevard East (OBE) west of Mullet Street will remain with individual pipe inverts dropped as needed to create positive drainage within the system. Existing pipes along OBE east of Mullet St. will be upsized to 24" RCPs with the final of these pipes upsized to a 30" RCP. In order to accommodate the burial of the new 24" RCP, the existing channel at the upstream end of this pipe system will be dropped by ~0.5 feet and re-graded as needed while maintaining a minimum side slope of 3:1.

Similarly, the existing pipe under Blockade Runner Drive will be upsized to an 18" RCP with its downstream pipe that runs under OBE upsized to a 24" RCP. All pipes along Mullet St. will be upsized to 30" RCPs and a tide gate will be installed on the final outlet pipe. These appear to be the largest pipe sizes that can reasonably fit underneath the road while maintaining necessary clearance.

Additionally, three (3) 1-footdeep swales with 4:1 side slopes will be installed along the northern ROW of OBE between McCray Street and Dunescape Drive. 12" HPPP culverts will be installed under roadways to connect the swales and tie them to the existing system.

Due to the Coastal Area Management Act (CAMA), improvement options in this area are limited.



Holden Beach Police Department

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Fax: 910-846-6907
hbpd@hbtownhall.com



Calls For Service (May '25)

Printed on June 5, 2025

Descriptions	Totals	
911 Open Line (OL)	3	3
Alarm (SIG45 Signal 45)	13	13
Animal Carcass in the Roadway (10-86 x86)	1	1
Animal Control Call	5	5
Assault [Bravo]; Fight in Progress (10-40 x40)	1	1
Attempt to Locate (ATL)	10	10
Breathing Problems [Charlie]	1	1
Breathing Problems [Delta]	1	1
Call By Phone (10-21Law x21L)	16	16
Careless & Reckless (C&R)	6	6
Coastal Water Rescue (Multiple) [Delta]; Assist Other Agency (EMS)	1	1
Commercial or Industrial Fire Alarm [Charlie]	1	1
Debris in Roadway	2	2
Disabled Motorist (10-87 x87)	3	3
Disturbance or Disorderly Subject	3	3
Domestic Disturbance (10-82 x82)	3	3
Electrical Investigation [Bravo]	1	1
Elevator Stuck or Problems with Patient Inside [Bravo]	1	1
Fire Alarm [Bravo]	1	1
Good Intent Call (Lift Assist)	1	1

Descriptions	Totals	
Heat Exposure [Bravo]	1	1
Hemorrhage [Delta]	1	1
Hit and Run (Property Damage Only 10-54 x54)	1	1
Improperly Parked Vehicle (10-70 x70)	8	8
Information or Message Delivery (10-14 x14)	2	2
Investigation (Law)	1	1
Keys In Vehicle or Lockout	2	2
Lost or Found Property	5	5
Lost Person(s) [Charlie]	1	1
Meet with Complainant (10-83 x83)	5	5
Meet with Subject or Officer (10-25 x25)	5	5
Mental Patient or IVC Service (10-73 x73)	1	1
Near Drowning [Charlie, Water]	1	1
Noise Complaint	5	5
Open Door	1	1
Open Door; Special Check - Business - Residence (10-79 x79)	1	1
Outside Fire [Bravo]	2	2
Psychiatric or Abnormal Behavior (Violent) [Charlie]	1	1
Shots Fired (10-96 x96)	1	1
Sick Person [Alpha]; Assist Other Agency (Fire)	1	1
Sick Person [Charlie]	1	1
Single Residential Fire Alarm [Bravo]	1	1
Special Check - Business - Residence (10-79 x79)	336	336

Descriptions	Totals	
Special Check - Business - Residence (10-79 x79); Call By Phone (10-21Law x21L)	2	2
Stopping Vehicle (10-61 x61)	10	10
Suicidal (Violent) [Bravo]	1	1
Suspicious Vehicle or Subject (10-60 x60)	6	6
Take Written Report (10-92 x92)	9	9
Traffic Accident (Property Damage Only 10-50PD x50PD)	2	2
Traffic Incident ACN [Bravo]	1	1
Traffic Incident [Delta, Arrest]; Assist Other Agency (EMS)	1	1
Trespassers	3	3
Unconscious or Fainting [Charlie]	1	1
Unconscious or Fainting [Delta]	1	1
Unknown Problem [Delta]	1	1
Water or Sewer Problems	2	2
Welfare Check	2	2
Totals	500	500



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HBPD Monthly Report (May '25)

Printed on June 5, 2025

Reported	Case Number	Address	Offenses	Disposition
05/09/25 18:39	HBP25-00008	CONCH ST / OCEAN	Lost Property	Closed - Unfounded
05/12/25 09:41	HBP25-00009	661 OCEAN BLVD W	Larceny	Further Investigation
05/13/25 09:10	HBP25-00010	1315 OCEAN BLVD W	Larceny	Closed - Unfounded
05/16/25 13:53	HBP25-00011	1194 OCEAN BLVD W	20-166(B) - HIT - RUN PROPERTY FAIL INFO	Investigator Requested
05/27/25 18:47	HBP25-00012	441 OCEAN BLVD W	14-72(A) - MISDEMEANOR LARCENY	Closed - Leads Exhausted
05/28/25 10:00	HBP25-00013	110 ROTHSCCHILD ST	14-119(A) - FORGERY OF INSTRUMENT	Investigator Requested
05/31/25 12:38	HBP25-00014	137 CHARLOTTE ST	14-159.12 - FIRST DEGREE TRESPASS (ENTER/REMAIN)	Case Report Created
05/31/25 15:21	HBP25-00015	349 OCEAN BLVD W	14-160 - INJURY TO PERSONAL PROPERTY	Closed - Leads Exhausted

Total Records: 8



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Ordinance Violations (May '25)

Printed on June 5, 2025

Date	Defendant	Citation/Warning	Ordinance
05/24/25	GAIL, OAKES	Citation	Parking - Roadway/Travel Lane
05/24/25	HOWELL, BENNETT	Citation	Parking - No Parking Zones (All Other)
05/24/25	BRANDON, SHERRY	Citation	Parking - Non-LSV in LSV Only Area
05/24/25	OBERER, CHERI	Citation	Parking - No Parking Zones (All Other)
05/24/25	HODDER, DOROTHY	Citation	Parking - No Parking Zones (All Other)
05/24/25	HOUGHTALING, C	Citation	Parking - No Parking Zones (All Other)

Total Records: 6

LSV: 0



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State Citation (May '2025)

Printed on June 4, 2025

Date	Defendant	Statutes/Charges
05/14/25	MICAL, DAVID ALEXANDER	20-146(D)(1) - FAIL MAINTAIN LANE CONTROL; 20-111(2) - ALLOW FICTITIOUS REG PLATE; 20-309 - NO LIABILITY INSURANCE
05/20/25	SESSOMS, DALLAS CHARLES	20-141(B) - SPEEDING; 20-28(A) - DWLR
05/22/25	HAMMOND, MATTHEW LORING	20-141(J1) - SPEEDING
05/29/25	DA SILVA, WELLINGTON PEDRO	20-7(A) - NO OPERATORS LICENSE
Total Records: 4		

LSV: 0

Permit Report

05/01/2025 - 05/31/2025

Issued Date	Permit #	Permit Type	Project Cost	Total Fees	Total Payments
5/30/2025	250399	Demolition	2,375	\$2,375.00	\$2,375.00
5/29/2025	250398	New Construction	819,309	\$11,478.71	\$11,478.71
5/29/2025	250397	Mechanical	18,150		
5/29/2025	250396	New Construction	635,000	\$11,280.53	\$11,280.53
5/29/2025	250395	Mechanical	7,390	\$100.00	\$100.00
5/29/2025	250394	Electrical	1,500	\$175.00	\$175.00
5/29/2025	250393	Mechanical	11,796	\$100.00	\$100.00
5/29/2025	250392	Mechanical	9,100	\$100.00	\$100.00
5/29/2025	250391	Mechanical	9,100		
5/28/2025	250390	Plumbing	7,999	\$200.00	\$200.00
5/28/2025	250389	Fence	50	\$50.00	\$50.00
5/28/2025	250388	Electrical	1,500		
5/27/2025	250387	Electrical	1,500	\$175.00	\$175.00
5/27/2025	250386	Mechanical	1,500	\$200.00	\$200.00
5/27/2025	250385	Mechanical	8,600	\$100.00	\$100.00
5/27/2025	250384	Electrical	2,500	\$175.00	\$175.00
5/27/2025	250383	Bulkhead	6,000	\$125.00	\$125.00
5/27/2025	250382	Boat Lift	10,000	\$125.00	\$125.00
5/27/2025	250381	Boat Lift	10,000	\$125.00	\$125.00
5/22/2025	250380	Mechanical	8,450	\$100.00	\$100.00
5/22/2025	250379	Repair	3,500	\$125.00	\$125.00
5/22/2025	250378	Repair	2,500	\$125.00	
5/22/2025	250377	New Construction	31,700	\$460.30	\$460.30
5/22/2025	250376	Mechanical	9,825	\$100.00	\$100.00
5/22/2025	250375	Mechanical	8,980	\$100.00	\$100.00
5/22/2025	250374	Repair	3,000	\$125.00	\$125.00
5/22/2025	250373	Mechanical	10,500	\$100.00	\$100.00
5/22/2025	250372	Mechanical	8,290	\$100.00	\$100.00
5/22/2025	250371	Electrical	1,000	\$175.00	\$175.00
5/21/2025	250370	Zoning	25	\$25.00	\$25.00
5/21/2025	250369	Mechanical	8,400	\$100.00	\$100.00
5/21/2025	250368	Mechanical	8,330	\$100.00	\$100.00
5/21/2025	250367	Repair	15,000	\$260.00	\$260.00
5/20/2025	250366	Mechanical	9,000	\$100.00	\$100.00
5/20/2025	250365	Mechanical	9,000	\$100.00	\$100.00
5/20/2025	250364	Zoning	50	\$50.00	\$50.00
5/20/2025	250363	Mechanical	8,504	\$100.00	\$100.00
5/20/2025	250362	Mechanical	10,945	\$100.00	\$100.00
5/20/2025	250361	Mechanical	9,300	\$100.00	\$100.00
5/19/2025	250360	Mechanical	1,825	\$100.00	\$100.00

5/16/2025	250359	Mechanical	8,450	\$100.00	\$100.00
5/16/2025	250358	Mechanical	8,200	\$100.00	\$100.00
5/16/2025	250357	Zoning	13,252	\$50.00	\$50.00
5/16/2025	250356	Repair	45,061	\$430.55	\$430.55
5/16/2025	250355	Mechanical	7,390	\$100.00	\$100.00
5/16/2025	250354	Mechanical	10,345	\$200.00	\$200.00
5/15/2025	250353	Mechanical	8,250	\$100.00	\$100.00
5/15/2025	250352	Repair	4,000	\$125.00	\$125.00
5/15/2025	250351	Repair	48,264	\$459.38	\$459.38
5/15/2025	250350	Plumbing	15,000	\$200.00	\$200.00
5/15/2025	250349	Plumbing	18,750	\$200.00	\$200.00
5/15/2025	250348	Electrical	16,050	\$200.00	\$200.00
5/15/2025	250347	Electrical	2,000	\$175.00	\$175.00
5/15/2025	250346	Zoning	25	\$25.00	\$25.00
5/15/2025	250345	Repair	4,000	\$200.00	\$125.00
5/14/2025	250344	Mechanical	7,900	\$100.00	\$100.00
5/14/2025	250343	Mechanical	5,400	\$100.00	\$100.00
5/14/2025	250342	Mechanical	22,150	\$200.00	\$200.00
5/14/2025	250341	Mechanical	6,980	\$100.00	\$100.00
5/13/2025	250340	Demolition	13,500	\$350.00	\$350.00
5/13/2025	250339	Repair	30,000	\$295.00	\$295.00
5/13/2025	250338	Mechanical	11,250	\$100.00	\$100.00
5/12/2025	250337	Mechanical	9,200	\$100.00	\$100.00
5/12/2025	250336	Zoning	50	\$50.00	\$50.00
5/9/2025	250335	Repair	2,200	\$125.00	\$125.00
5/9/2025	250334	Mechanical	17,250	\$200.00	\$200.00
5/9/2025	250333	Repair	9,000	\$125.00	\$125.00
5/9/2025	250332	Electrical	3,950	\$100.00	\$100.00
5/8/2025	250331	Repair	10,000	\$125.00	\$125.00
5/8/2025	250330	Electrical	2,500		
5/8/2025	250329	Mechanical	8,000	\$100.00	\$100.00
5/8/2025	250328	Mechanical	16,960	\$200.00	\$200.00
5/8/2025	250327	Mechanical	9,440	\$100.00	\$100.00
5/8/2025	250326	House Moving	5,000	\$3,175.00	\$3,175.00
5/7/2025	250325	Repair	10,000	\$125.00	\$125.00
5/7/2025	250324	Bulkhead	14,000	\$151.00	\$151.00
5/7/2025	250323	Repair	20,000	\$205.00	\$205.00
5/7/2025	250322	Zoning	50	\$50.00	\$50.00
5/7/2025	250321	Repair	2,700	\$125.00	\$125.00
5/7/2025	250320	Zoning	200	\$65.00	\$65.00
5/6/2025	250319	Mechanical	8,800	\$100.00	\$100.00
5/6/2025	250318	Mechanical	10,575	\$100.00	\$100.00
5/6/2025	250317	Mechanical	7,850	\$100.00	\$100.00
5/6/2025	250316	Zoning	50	\$50.00	\$50.00
5/5/2025	250315	Mechanical	8,380	\$100.00	\$100.00
5/5/2025	250314	New Construction	48,000	\$557.00	\$557.00

5/2/2025	250313	Zoning	50	\$50.00	\$50.00
5/2/2025	250312	Boat Lift	15,000	\$260.00	
5/2/2025	250311	Zoning	50	\$50.00	\$50.00
5/1/2025	250310	Electrical	1,000	\$175.00	\$175.00
5/1/2025	250309	Mechanical	7,200	\$100.00	\$100.00
5/1/2025	250308	Walkway	4,000	\$133.00	
5/1/2025	250307	Mechanical	10,605	\$100.00	\$100.00
5/1/2025	250306	Mechanical	9,320	\$100.00	\$100.00
5/1/2025	250305	Mechanical	8,064	\$100.00	\$100.00
5/1/2025	250304	Mechanical	7,197	\$100.00	\$100.00
			\$2,324,351.00	\$40,735.47	\$40,142.47

PERMIT SUMMARY REPORT

COMMERCIAL

Count 3
Total Fees \$682.00
Fees Paid \$682.00
Total Project Cost \$53,200.00

RESIDENTIAL

Count 92
Total Fees \$39,853.47
Fees Paid \$39,260.47
Total Project Cost \$2,269,651.00

TOTAL

Count 95
Total Fees \$40,535.47
Fees Paid \$39,942.47
Total Project Cost \$2,322,851.00

There is a glitch in the system that has been reported to the software company. They are working to resolve the issue.

Reports show a \$200 difference in fees paid and Total fees, and a \$1500 difference in Total project cost.

ACTIVE NEW HOME PERMITS = 27

OTHER ACTIVE PERMITS= 535

PERMITS ISSUED OVER \$30,000 = 79 (AMOUNT INCLUDED IN ACTIVE TOTAL)

PERMITS ISSUED OVER \$100,000 = 5 (AMOUNT INCLUDED IN ACTIVE TOTAL)

PERMITS - SUBSTANTIAL IMPROVEMENTS =1 (AMOUNT INCLUDED IN ACTIVE TOTAL)

PERMITS ISSUED WAITING PICK UP = 28

TOTAL PERMITS= 590

PERMITS IN REVIEW= 10

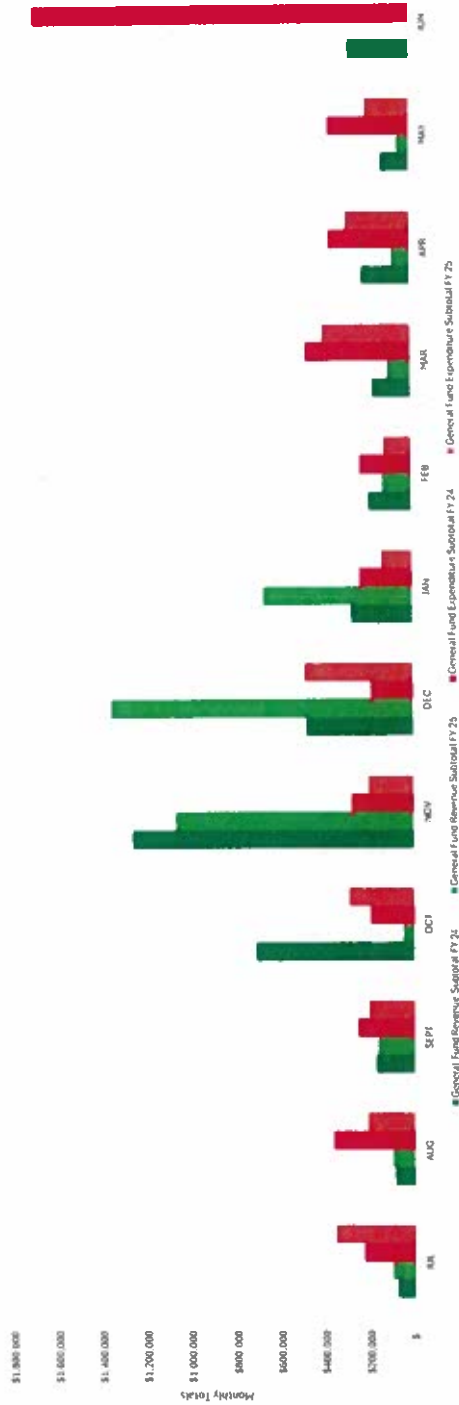
CAMA ISSUED= 6

ZONING ISSUED =15

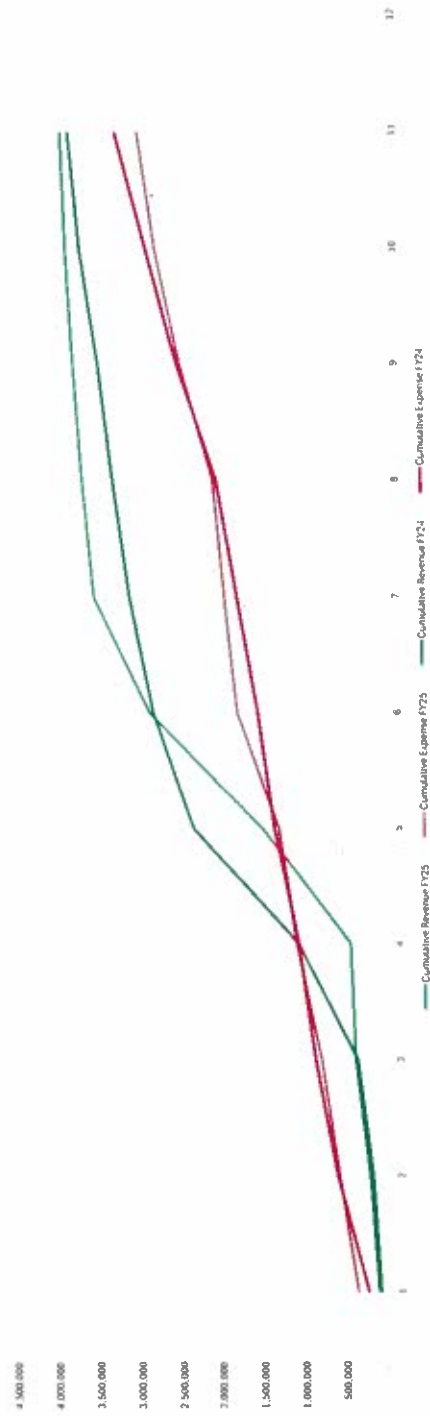
PERMITS SERVICED FOR INSPECTIONS FROM 5/1/25-5/31/25=106

TOTAL INSPECTIONS MADE= 236

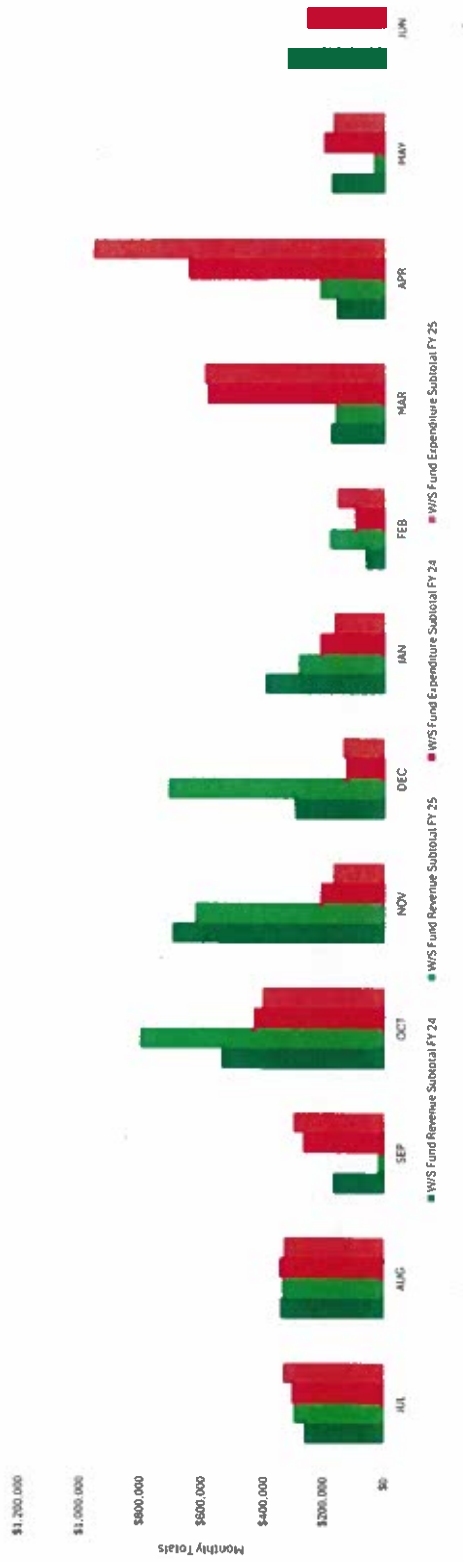
GENERAL FUND



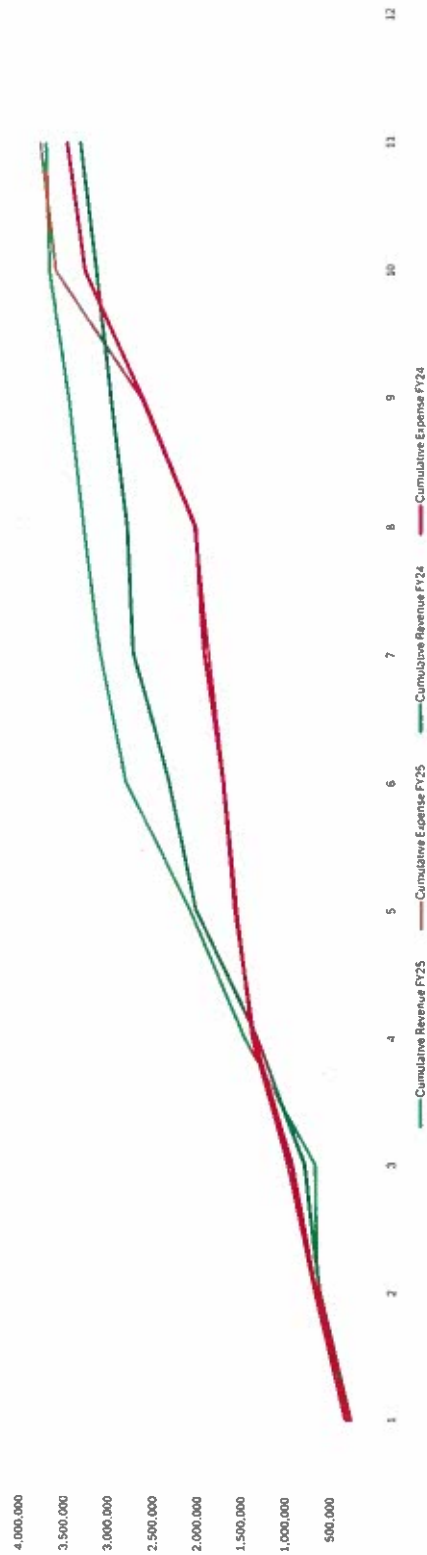
GENERAL FUND



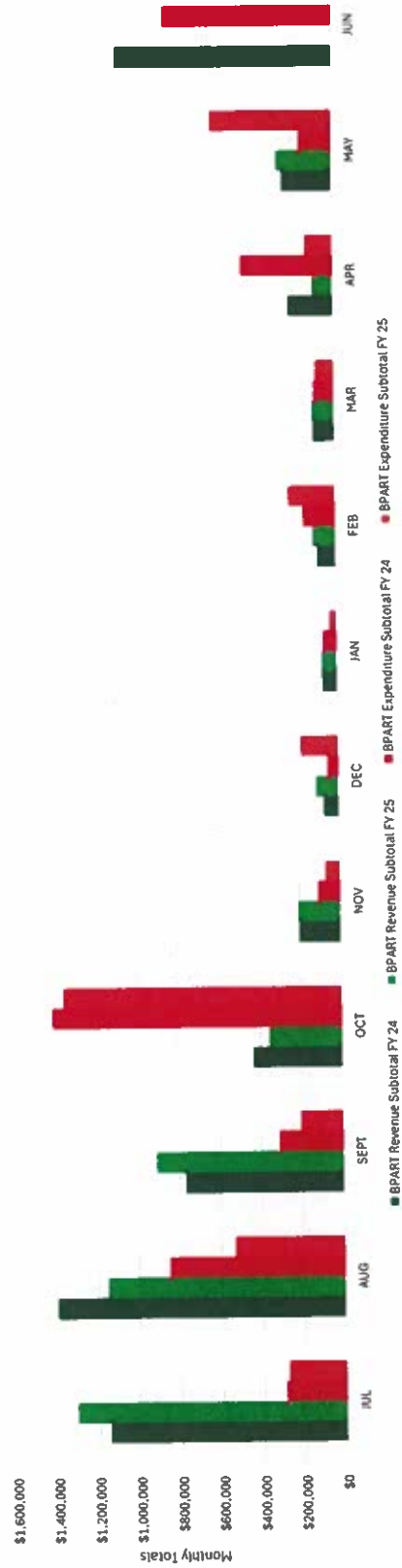
Water/Sewer Fund



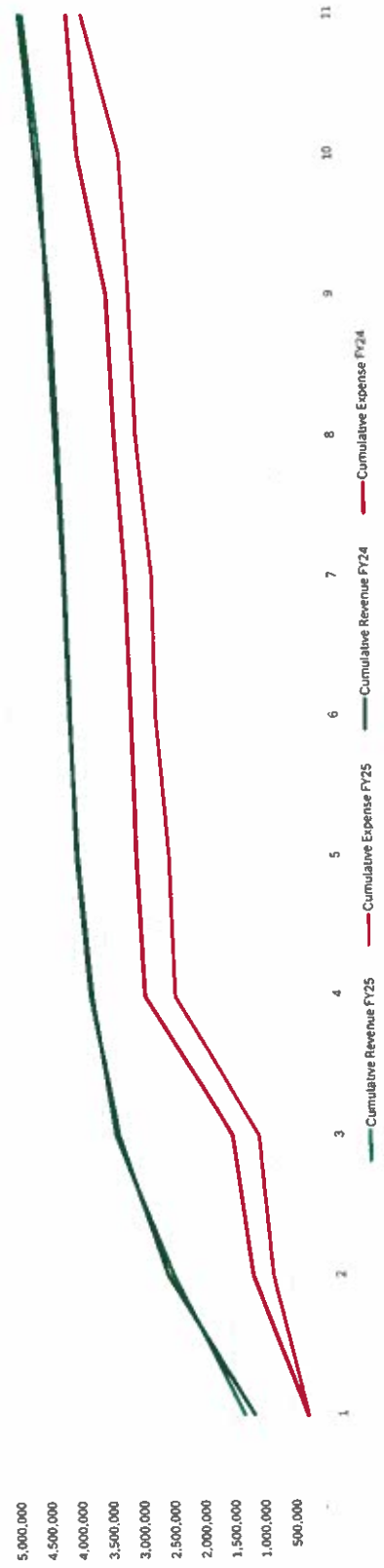
WATER/SEWER FUND



BPART



BPART



Interim Town Manager's Report

Greensboro Street Lift Station

- Meeting to occur with engineer, contractor, and town staff on June 26
- Fourth application for payment submitted to engineer for certification
- State still lags in sending payments
- Since the last report on construction, the contractor has installed most of the cold-formed metal framing for the second floor pump and electrical room, has started installation of wall sheathing, installed some of the ductile iron and PVC piping for the vacuum pump skid, and installed electrical conduit.
- Roof truces are expected for delivery the week of June 9

Block Q Restrooms & Parking

- Plumbing being installed as of the time of this report.
- New project superintendent taking over

Ocean Boulevard Stormwater

- USACE will be present at June meeting to brief board on EI project partnership
- Held a meeting with Division of Coastal Management (Wilmington) and our engineer regarding inquiry on permitting for additional areas of concern

Pier Site

- Third meeting with staff and HDR was held June 11

FEMA

- No word yet as of the date of this report regarding what the advisory committee for FEMA recommended concerning Cat G beaches.
- In a June 3rd meeting with Grayson Overholt from Senator Tillis' office, I asked for any updates. He stated that Senator Tillis had submitted some reform recommendations including pulling FEMA out from under Homeland Security but those are still being considered at the federal level.

Employee Updates

- John Bajkowski was sworn in on Wednesday, May 28th as our newest officer.
- Conditional offer of employment initiated to a graduating student of BLET. Best odds of starting service is July after confirmation of passing state exam. Austin Bell is the son of former Holden Beach Police Officer Shane Bell.
- Brice Tripp will begin with the Public Works Department the week of June 9th.

Rank	Objective	Status	Timeline	Area of Responsibility
#2	ADA Self Assessment	In House Evaluation Planning and Inspections Dept working on outline and timeline	Working on first takedowns- Jordan Blvd (103.5) walkway Have list of areas needing attention	P&I Department
#6	ADA Bathroom (Block Q)	Survey work complete; construction beginning	August completion	Staff/Architect
#7	Fire Station Upgrades	Fire Dept currently using EOC during mainland reno Planning and Inspections Director Evans met with dept	Planning Department continuing to work on project	Staff/ Fire Dept
#8	Audio/Video Upgrades	New camera system installed; Moved to YouTube broadcast	Added ability to have Teams/Video presenter	Staff
#14	Block Q site plan-concert venue	BOC voted to start on concert venue segment at April meeting	Staff met with architect about project on 6/4	Staff/BOC
#18	Update Town Website	Update completed a few years ago; project page added Accessibility being evaluated as part of ADA assessment above	see ADA self assessment above	Staff
#19	Pier Replacement	HDR working on rebuild option only with instructions from April meeting	August deliverable of a summary report Cost estimates included in this packet	BOC
#26	Investigate vacuum bypass system	Not in 24/25 budget/ PW recommendation/research needed	TBD	PW Dept
new	Repair and Maintenance w/S	added as part of budget review process	begin tracking needs and costs	PW Dept



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 06/17/2025

FROM: Daniel McRainey

DATE SUBMITTED: 6/05/2025

ISSUE/ACTION REQUESTED: Transfer excess unassigned general fund balance over 70% to the Beach and Inlet Capital Reserve Fund.

BACKGROUND/PURPOSE OF REQUEST: The town's fund balance policy sets target fund balance between 40%-70%. In December a partial transfer was made to ensure the town had emergency funds if needed.

FISCAL IMPACT: (select one)

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

CONTRACTS/AGREEMENTS: (select one)

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

FINANCE RECOMMENDATION: Recommend transfer.

INTERIM TOWN MANAGER'S RECOMMENDATION: Recommend transfer.

ATTACHMENT: Budget amendment

TOWN OF HOLDEN BEACH

ORDINANCE NO. 25-10

AN ORDINANCE AMENDING ORDINANCE 24-11, THE REVENUES AND APPROPRIATIONS ORDINANCE FOR FISCAL YEAR 2024-2025 (AMENDMENT NO. 8)

Be it ordained by the Mayor and Board of Commissioners of the Town of Holden Beach, North Carolina, that Ordinance No. 24-11 appropriating funds for fiscal year 2024-2025 be amended as follows:

PURPOSE: To transfer remainder of unassigned General fund balance over 70% to Beach and Inlet Capital Reserve Fund.

PART I	GENERAL FUND			
	REVENUES			
	DESCRIPTION	ACCOUNT #	AMOUNT	ACTION
	FUND BALANCE APPROPRIATED	10.0399.0200	300,382	INCREASE
		<u>TOTAL</u>	<u>300,382</u>	
	EXPENDITURES			
PART II	DESCRIPTION	ACCOUNT #	AMOUNT	ACTION
	TRANSFER TO BEACH INLET CRF	10.0410.9900	300,382	INCREASE
		<u>TOTAL</u>	<u>300,382</u>	
	BEACH AND INLET CRF			
	REVENUES			
	DESCRIPTION	ACCOUNT #	AMOUNT	ACTION
	TRANSFER FROM GENERAL FUND	90.0397.0000	300,382	INCREASE
		<u>TOTAL</u>	<u>300,382</u>	
	EXPENDITURES			
	DESCRIPTION	ACCOUNT #	AMOUNT	ACTION
	CAP RES MISC EXPENDITURE	90.0490.5700	300,382	INCREASE
		<u>TOTAL</u>	<u>300,382</u>	

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

This amendment is effective the 17th day of June, 2025.

ATTEST:

J. Alan Holden, Mayor

Heather Finnell, Town Clerk



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

FROM: Interim Manager Ferguson



MEETING DATE: 6/17/25

DATE SUBMITTED: 6/4/25

ISSUE/ACTION REQUESTED: Consideration and possible action on proposed budget.

BACKGROUND/PURPOSE OF REQUEST: The following budget ordinance is being considered for adoption. Revisions to the budget message were discussed at the June 3rd meeting and a budget ordinance is presented for public hearing and board action.

FISCAL IMPACT: (select one)

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

CONTRACTS/AGREEMENTS: (select one)

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

FINANCE RECOMMENDATION: *Approve ordinance. DM*

INTERIM TOWN MANAGER'S RECOMMENDATION: Approve ordinance.

Ordinance 25-11
Town of Holden Beach Fiscal Year 2025/2026 Budget Ordinance

An Ordinance to appropriate revenues and authorize expenses for the Fiscal Year beginning 1 July 2025 and ending 30 June 2026. BE IT ORDAINED by the Board of Commissioners of the Town of Holden Beach North Carolina that revenues and expenses for the Fiscal Year 2025/2026 are authorized as set out below:

Part I: General Fund

REVENUES

An Ad Valorem Tax Rate of fourteen cents (\$.14) per one hundred dollars (\$100) at full valuation is levied for Fiscal Year 2025/2026.

CREDIT CARD SITE FEE GENERAL	3,750
AD VAL TAXES - CURRENT	3,401,372
AD VAL TAXES - PRIOR	36,000
VEHICLE TAXES	35,000
PNLTY & INT - AD VAL TAX	15,000
VEHICLE STICKERS	1,500
INTRST ON SAV & INVEST	100,000
TAX PMTS TO BE REFUNDED	100
MISCELLANEOUS	3,000
SIDEWALK DEPOSIT	500
HOUSE MOVING SECURITY DEP	2,000
BRIDGE FEE	200
PLUMBING SCREEN SALES	300
BLUE CAN HOME RECYCLING	65,854

DONATIONS	500
UTILITIES FRANCHISE TAX	228,454
SALES ON TELECOMM-UTIL FR	4,000
SALES TAX ON VIDEO PROGRM	37,000
BEER &/OR WINE TAX	3,000
POWELL BILL	50,000
DOT SWEEPING	31,480
LOCAL SALES & USE TAX	400,000
CAMA CONTRACT	2,800
COURT COSTS	200
PARKING VIOLATIONS	3,000
ORDINANCE VIOLATIONS	1,200
MOSQUITO CONTRACT	4,000
BUILDING PERMITS	219,445
CAMA PERMITS	5,247
ZONING FEES	10,550
ELECTRICAL INSPECTION	32,317
MECHANICAL INSPECTION	34,486
PLUMBING INSPECTIONS	18,643
ADMINISTRATIVE FEE-INSP	2,087
HOMEOWNERS RECOVERY FUND	1,500
REINSPECTION FEE	7,000

SALES TAX REFUND	7,500
DEMOLISH PERMIT	2,000
SALE OF FIXED ASSETS	5,000
Transfers from SRF Canal Dredging	92,507
<hr/>	
Total Revenue	\$4,868,492

EXPENSES

Governing Body

SALARIES - MAYOR AND COMMISSIONERS	7,800
PROFESSIONAL SERVICES	185,000
GOVERNING BODY - FICA	599
COMMUNICATIONS	7,644
CAMERA SYSTEM	5,000
PUBLIC RELATIONS	4,500
COMMUNITY EVENTS	1,500
TRAVEL	2,000
AB-TRAVEL & TRAINING	1,250
HURRICANE PREPARATION	2,100
DECORATIONS	500
ADVERTISING	1,500
AB-ADVERTISING MEETINGS	500
HOLDEN BEACH FLAG	500
AB-SUPPLIES & MATERIALS	5,000

OPERATIONAL CONTINGENCIES	5,367
NEW TOWN HALL DEBT SERVICE	200,000
New Town Hall Ops, Maint and Repair	94,904
CONTRIBUTIONS	8,750
AVAILABLE FOR APPROPRIATION	66,094
TRANSFER TO BEACH RE-NOURISHMENT FUND	100,000
Total Expenses	\$700,508

Administration Expenses

SALARIES	439,883
SALARIES – OVERTIME	5,070
FICA	34,039
GROUP INSURANCE	87,037
RETIREMENT	63,851
401K EMPLOYERS MATCH	19,852
COMMUNICATIONS	52,000
PRINTING	6,000
SOFTWARE	25,000
TRAVEL & TRAINING	10,000
M & R – EQUIPMENT	3,500
ADVERTISING	1,000
DEPT SUPPLIES & MATERIALS	8,000
UNIFORMS	1,000

REWARDS AND WELLNESS PRGR	2,000
SAFETY PROGRAMS ALL DEPTS	1,500
CONTRACTED SERVICES	20,000
DUES & SUBSCRIPTIONS	4,000
INSURANCE & BONDS	155,815
EQUIPMENT	25,000
DEBT INTEREST	14,934
Total Expenses	\$979,481

Police Expenses

SALARIES	817,185
SALARIES – OVERTIME	105,951
PROFESSIONAL SERVICES	16,500
FICA	71,640
GROUP INSURANCE	173,299
RETIREMENT	148,440
PD EMPLOYER'S 401K CONT.	46,157
COMMUNICATIONS	45,000
TRAVEL & TRAINING	18,500
COMMUNITY WATCH	3,500
M & R – EQUIPMENT	6,000
M & R – VEHICLES	10,000
Federal L.E.S.S.	10,000
GAS, OIL & TIRES	40,000
DEPT SUPPLIES & MATERIALS	3,500
UNIFORMS	20,000

POLICE INOCULATIONS	4,000
EQUIPMENT	20,000
Total	\$1,559,672

Planning and Inspections Expenses

SALARIES	289,324
SALARIES OVERTIME	6,500
FICA	22,631
GROUP INSURANCE	63,018
RETIREMENT	42,451
401K EMPLOYERS MATCH	13,843
COMMUNICATIONS	17,580
PRINTING	2,000
TRAVEL/TRAINING	7,000
M & R - VEHICLES	4,000
ADVERTISING	2,000
GAS, OIL & TIRES	5,000
DEPT SUPPLIES & MATERIALS	5,000
BUILDING INSP - UNIFORMS	2,500
CONTRACTED SERVICES	15,339
DUES & SUBSCRIPTIONS	2,000
HOMEOWNERS' RECOVERY FUND	1,300

EQUIPMENT PURCHASE	7,000
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Total	\$508,486
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Public Works, Buildings, Grounds and Streets Expenses

SALARIES	100,636
SALARIES OVERTIME	3,500
PROFESSIONAL SERVICES	10,000
FICA	7,966
GROUP INSURANCE	23,632
RETIREMENT	14,944
401K EMPLOYERS MATCH	4,889
UTILITY - STREET LIGHTS	50,000
BUILDINGS UTILITY PAYMENT	1,250
TRAVEL	500
BLDINGS&GROUNDS MAINT/SUP	33,572
M & R EQUIPMENT	15,000
M & R VEHICLES	4,000
MAINT & REP STREETS	59,480
MAINT & REPAIR BULKHEADS	35,000
STREET DRAINAGE PROJECTS	320,390
STREET SIGN REPLACEMENT	3,500
ADVERTISING	150
GAS, OIL & TIRES	10,000
DEPT SUPPLIES & MATERIALS	15,000

UNIFORMS	800
STREET PAVING PROJECTS	157,294
SIDEWALK MAINTENANCE	12,000
Total	\$883,503

Sanitation Expenses

SALARIES FULL TIME	61,553
SALARIES OVERTIME	5,600
FICA	5,137
GROUP INSURANCE	19,693
RETIREMENT	9,636
401K EMPLOYERS MATCH	3,415
TRAVEL & TRAINING	1,500
MAINT & REPAIRS EQ.	300
DEPT SUPPLIES & MATERIALS	23,000
SANITATION UNIFORMS	1,500
CONTRACTED SERVICES	40,049
BLUE CAN HOME RECYCLING	64,958
SOLID WASTE TIPPING FEES	500
Total	\$236,842

PART II. WATER & SEWER FUND

Revenues

CREDIT CARD SITE FEE WATER	2,500
INTEREST ON INVESTMENTS	4,000
RENTS & CONCESSIONS	122,791
ADMINISTRATIVE FEES WATER	26,940
SEWER CAPACITY CHARGE	100,000
SALES TAX REFUND WATER	35,000
WATER CAPACITY CHARGE	60,000
WATER USE CHARGES	1,382,027
SPECIAL CHARGES FOR UTIL	300
SEWER USE CHARGES	1,014,157
TAP & CONNECTION FEES	95,000
RECONNECTION FEES	250
PNLTY & INTRST - BILLINGS	13,000
Total Revenue	\$ 2,855,965

Water & Sewer Administration Expenses

SALARIES	47,851
SALARIES-OVERTIME	747
FICA	3,718
GROUP INSURANCE	15,754
RETIREMENT	6,974
401K EMPLOYERS MATCH	2,200
COMMUNICATIONS	67,363
PRINTING	4,000
TRAVEL & TRAINING	5,000
M & R - EQUIPMENT	4,000
DEPT. SUPP/ MATERIALS	1,200
CONTRACTED SERVICES	6,000
DUES & SUBSCRIPTIONS	6,400
Total Expenses	\$171,207

Water & Sewer Operation Expenses

SALARIES	226,291
SALARIES-OVERTIME	10,906
PROFESSIONAL SERVICES	42,500
Professional Services Irrigation Inspect	25,900
FICA	18,146
GROUP INSURANCE	55,141
RETIREMENT	34,038
401K EMPLOYERS MATCH	5,051
COMMUNICATIONS	4,250
UTILITIES	4,000
UTILITIES-PUMPING STATION	77,000
TRAVEL	2,000
M & R WATER TANK	22,400
M & R EQUIPMENT	15,000
OPERATION & MAINT VAC SYS	49,500
M & R VEHICLES	5,000
M & R WATER SYSTEM	120,000
GAS, OIL & TIRES	12,000
DEPT SUPPLIES & MATERIALS	5,000
O&M VACUUM STATIONS	258,000
METERS (NEW CONSTRUCTION)	70,000

UNIFORMS	4,000
CONTRACTED SERVICES	50,000
PURCHASES FOR RESALE	962,625
COUNTY O&M CHARGE SEWER	318,511
CAPITAL OUTLAY-VALVE PITS	65,000
CONTRIBUTION TO CRF WATER	60,000
CONTRIBUTION TO CRF SEWER	100,000
EOC Ops, Maint and Repair	62,500
Ops TOTAL	2,684,758
Total Expenses	\$2,855,965

PART III. Water and Sewer Capital Charge Fund

A sewer capital fee of \$422 per developable property within the corporate limits of the Town of Holden Beach is authorized for the payment of debt service to fulfill the Town’s sewer capital obligations. Said fee is to be billed concurrently with ad valorem property taxes and collected in accordance with applicable North Carolina General Statutes.

REVENUES

CAPITAL CHARGES CTY-SEWER	1,352,662
Total Revenue	\$1,352,662

EXPENSES

CTY CAPITAL COSTS SEWER	1,044,012
WATER CAP OUTLAY-VEHICLES	63,438
DEBT INTEREST	96,698
DEBT SERVICE SEWER	148,514
Total Expenses	\$1,352,662

PART IV. BEACH, PARKS, ACCESS, RECREATION, TOURISM (BPART) FUND

REVENUES

CREDIT CARD SITE FEE BPART	250
ACCOM TAX	4,050,000
BRUNSWICK CO REFUND CRP	32,000
ACCOM TAX PENLTY	500
INTEREST ON INVESTMENTS	60,000
BPART CAP RES INTEREST	100
441 OBW RENTS	22,000
MISCELLANEOUS BPART	15,000
RECREATION PROGRAMS	14,000
CAMA GRANTS	420,000
SALES TAX REFUND	2,000
PARKING REVENUE	787,980
OFF STREET PARKING	128,275
FUND BALANCE APPROPRIATED	225,384
Total for Revenue	5,757,489

EXPENSES

TRANSFER COUNTY ACCOM TAX	664,875
DEBT SERVICE CENTRAL REACH	1,200,000
SALARIES - RECREATION	106,244
FICA - RECREATION	8,128
GROUP INSURANCE	15,754
RETIREMENT REC	15,246
401K EMPLOYERS CONTRIBUTION	2,539
INTERNSHIP	6,240
PROFESSIONAL SERVICES	62,000
WARD & SMITH	141,000
PROFESSIONAL SRV-MAINLAND	2,000
PROFESSIONAL SERVICES- BEACH	15,000
RECREATION PROGRAMS	12,500
BEAUTIFICATION CLUB	2,200
Jordan Blvd Ops, Mx and Repair	42,000
PARK AND REC UTILITIES	1,500
DOG PARK	750
COMMUNICATIONS	12,500
GAS, OIL, AND TIRES	8,000
Starfish Fire Substation Ops, Mx, Rpr	5,000
TRAVEL & TRAINING	20,000

PUBLIC RESTROOMS	50,000
BEACH EQUIPMENT MAINTENANCE	1,000
BEACH VEGETATION	30,000
SHORELINE MONITORING	30,000
DEBRIS REMOVAL	40,000
FESTIVAL & SECURITY	2,800
CONCERTS	43,000
HOLDEN BEACH PROMOTION	32,000
ACCESS & RECREATION	176,000
ADA PROJECTS	25,000
WASTE IND 2ND PICK-UP	138,780
SAND FENCE PROJECT	30,000
POCKET PARK 6280BW	500
HALSTEAD PARK	5,000
Rothschild Davis Park	185,000
CONCERT VENUE	406,875
BLOCK Q PROJECTS	404,575
BLOCK Q PROFESSIONAL SERVICES	34,000
PIER RENO AND REPAIR	60,000
441 PROFESSIONAL SERVICES	225,000
441 UTILITIES & INSURANCE	47,000
DEBT SERVICE 441 OBW	191,072
Lockwood Folly Dredging	250,000

DEBT INTEREST	115,192
SALARIES BEACH PROJECT	80,883
OVERTIME - BEACH PROJECT	5,601
FICA BEACH PROJECT	6,616
RETIREMENT BEACH PROJECT	12,410
401K EMPLOYERS BEACH PRJT	4,137
Group Insurance Beach Project	27,570
CONTRACT SERVICES SANITATION	105,000
BEACH RANGER SALARIES	20,000
BEACH RANGER SUPPLIES & EQUIPMENT & MAINTENANCE	25,000
BEACH RANGER GAS, OIL, TIRES	2,500
FICA	1,500
transfer to beach inlet crf	600,000
Total	\$5,757,489

PART V. CANAL DREDGING FUND

In accordance with North Carolina General Assembly Session Laws 2004-104 as amended and 2005-90; as such, a canal dredging fee of \$400 per lot (per the Fiscal Year 2008/2009 assessment district resolution) for Holden Beach Harbor is hereby established for the Fiscal Year beginning 1 July 2025 and ending 30 June 2026.

HOLDEN BEACH HARBOR REVENUES

SRF HBH ASSESSMENTS	140,070
BALANCE FORWARD HBH	1,959,289
TOTAL	\$2,099,359

HOLDEN BEACH HARBOR EXPENSES

SRF Administration - HBH	20,685
SRF Legal Fees - HBH	20,685
SRF Construction - HBH	1,551,393
SRF Surveying - HBH	103,426
SRF Permitting CAMA - HBH	51,713
SRF Permitting ACE & Other Agencies	51,713
SRF Designs - HBH	62,056
SRF Contract Docs, Plans, Specs - HBH	103,426
SRF Construct Management, Insp, Close - HBH	103,426
SRF Transfer to General Fund- HBH	30,836
Total	\$2,099,359

In accordance with North Carolina General Assembly Session Laws 2004-104 as amended and 2005-90; as such, a canal dredging fee of \$400 per lot (per the Fiscal Year 2008/2009 assessment district resolution) for Heritage Harbor is hereby established for the Fiscal Year beginning 1 July 2025 and ending 30 June 2026.

HERITAGE HARBOR REVENUES

SRF HBH ASSESSMENTS	137,293
BALANCE FORWARD HBH	1,360,366
<hr/>	
Total	\$1,497,659

HERITAGE HARBOR EXPENSES

SRF Administration - HH	14,668
SRF Legal Fees - HH	14,668
SRF Construction - HH	1,100,117
SRF Surveying - HH	73,341
SRF Permitting ACE & Other Agencies HH	36,671
SRF Permitting CAMA - HH	36,671
SRF Designs - HH	44,005
SRF Contract Docs, Plans, Specs - HH	73,341
SRF Construct Management, Insp, Closet - HH	73,341
SRF Transfer to General Fund- HH	30,836
<hr/>	
Total	\$1,497,659

In accordance with North Carolina General Assembly Session Laws 2004-104 as amended and 2005-90; as such, a canal dredging fee of \$390 per lot (per the Fiscal Year 2008/2009 assessment district resolution) for Harbor Acres is hereby established for the Fiscal Year beginning 1 July 2025 and ending 30 June 2026.

HARBOR ACRES REVENUES

SRF HA ASSESSMENTS	113,743
BALANCE FORWARD	1,179,082
TOTAL	\$ 1,292,825

HARBOR ACRES EXPENSES

SRF Administration - HA	12,620
SRF Legal Fees - HA	12,620
SRF Construction - HA	946,493
SRF Surveying - HA	63,100
SRF Permitting CAMA - HA	31,550
SRF Permitting ACE & Other Agencies - HA	31,550
SRF Designs - HA	37,860
SRF Contract Docs, Plans, Specs - HA	63,100
SRF Construct Management, Insp, Close - HA	63,100
SRF Transfer to General Fund- HA	30,834
Total	\$1,292,825

PART VI. CAPITAL RESERVE FUNDS

A. WATER CAPITAL RESERVE FUND

REVENUES

TRANSFER FROM CRF WATER	\$	60,000
CRF WATER INTEREST	\$	243,056
TOTAL FOR FUND	\$	303,056

EXPENSES

Cap Res Miscellaneous Exp	\$	303,056
TOTAL FOR FUND	\$	303,056

B. SEWER CAPITAL RESERVE FUND

REVENUES

TRANSFER FROM CRF SEWER	\$	100,000
CRF SEWER INTEREST	\$	575,440
TOTAL FOR FUND	\$	675,440

EXPENSES

CAP RES MISCELLANEOUS EXP	\$	675,440
TOTAL FOR FUND	\$	675,440

C. BEACH AND INLET MANAGEMENT CAPITAL RESERVE FUND

REVENUES

BALANCE FORWARD	4,917,100
CRF BEACH INTEREST	98,342
CAP RES MISCELLANEOUS REV	791,710
TRANSFER FROM OTHER FUNDS	700,000
TOTAL FOR FUND	6,507,152

EXPENSES

CAP RES MISCELLANEOUS EXP	6,507,152
TOTAL FOR FUND	6,507,152

PART VII. CAPITAL PROJECT FUND

The BOC established a Capital Project Fund for the Sewer Lift Station 2 project during the 2025 fiscal year via a capital project ordinance as required by one of our granting agencies. The below outlines the budget as contained in this project fund.

REVENUES

GRANT REVENUE	4,581,336
Total for Revenue	\$4,581,336

EXPENSES

ADMINISTRATION	45,000
ENGINEERING	235,386
CONSTRUCTION	4,300,950
Total for EXPENSE	\$4,581,336

PART VIII. TAX RATE

An Ad Valorem Tax Rate of fourteen cents (\$.14) per one hundred dollars (\$100) at full valuation is levied for Fiscal Year 2025/2026.

PART IX. BUDGET ADMINISTRATION

This Budget Ordinance shall be the financial plan for the Holden Beach Municipal Government during the fiscal year beginning 1 July 2025 and ending 30 June 2026. The Board of Commissioners shall approve all reallocations of budgeted funds between Funds and may amend the Budget Ordinance at any time so long as the Budget Ordinance, as amended, satisfies the requirements of North Carolina General Statutes 159-8 and 159-13. The Budget Officer shall administer and shall insure operating officials are provided guidance and sufficient details to implement their appropriate portion of the budget. In accordance with North Carolina General Statute 159-15 and 26, the Budget Officer may reallocate budgeted funds within a Fund without limitation and shall establish/maintain an accounting system designed to show in detail the Town's assets, liabilities, equities, revenues and expenditures. The Town of Holden Beach ten year Capital Improvement Plan is hereby incorporated and approved as presented at Atch 1 and the Beach and Inlet Capital Improvement Plan is presented at Atch 2.

Effective Date and Approval.

This Ordinance is effective 1 July 2025 as adopted this 17th day of June, 2025.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk

1 Atch: Town of Holden Beach Five Year Capital Improvement Plan

2 Atch: Beach Inlet CIP

Capital Improvement Plan													
	FY	FY	FY	FY	FY	FY	FY	FY	FY	FY	FY	FY	Total
	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	34/35	Expenses		
Water and Sewer Expenses													
Lift Station 2 (Greensboro) Hazard Mitigation	4,000,000										4,000,000		
Truck		55,000		55,000		55,000		55,000		55,000	275,000		
vac truck	64,773				75,000	75,000	75,000	75,000	75,000		439,773		
FIRE HYDRANT REPLACEMENT	7,600	7,650	7,700	7,750	7,800	7,850	7,900	7,950	8,000	8,050	78,250		
Lift Station Genset replacement Program	85,000		85,000		85,000		85,000		85,000		425,000		
Water and Sewer Fund Expense Total	4,157,373	62,650	92,700	62,750	167,800	137,850	167,900	137,950	168,000	63,050	5,218,023		
Water and Sewer Revenue													
Water Sewer Fund - Operating Revenues	2,407,373	62,650	92,700	62,750	167,800	137,850	167,900	137,950	168,000	63,050	3,468,023		
WS Fund Balance											-		
EPA STAG											-		
STATE APPROPRIATION	1,750,000										1,750,000		
Water Capital Reserve Funds											-		
Water Sewer Fund - Revenues total	4,157,373	62,650	92,700	62,750	167,800	137,850	167,900	137,950	168,000	63,050	5,218,023		
Beach Parks Access Rec Tourism Expenses													
Playground Equip./ Parks&rec facilities	120,000	85,000	120,000	95,000	35,000	20,000	75,000	50,000	50,000	25,000	675,000		
Partf											-		
Walkways	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	1,500,000		
Public restroom					75,000						75,000		
Sand Search	15,000										15,000		
Block Q Development	404,575										404,575		
concert venue	406,875										406,875		
BPART vehicle				55,000		55,000					110,000		
441 Acquisition and Improvements	60,000										60,000		
441 Professional Services	225,000										225,000		
Lockwood Folly (Maintenance&Crossing)	250,000	83,096	383,096	83,096	250,000	83,096	383,096	83,096	250,000	83,096	1,931,672		
BPART Total	1,631,450	318,096	653,096	383,096	510,000	308,096	608,096	283,096	450,000	258,096	5,403,122		
Beach Parks Access Rec Tourism Revenue													
CAMA grant	420,000										420,000		
BPART Fund balance											-		
BPART Operating revenues	1,211,450	318,096	653,096	383,096	510,000	308,096	608,096	283,096	450,000	258,096	4,983,122		
Beach&Inlet Management fund											-		
BPART TOTAL	1,631,450	318,096	653,096	383,096	510,000	308,096	608,096	283,096	450,000	258,096	5,403,122		

Capital Improvement Plan

	FY	FY	FY	FY	FY	FY	FY	FY	FY	FY	Total
	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	34/35	Expenses
General Fund Expenses											
Streets Resurfacing:											
Swordfisf, Tuna	157,294										157,294
Lois, Lumberton		95,580									95,580
Charlotte, Heron Landing Wynd			112,482								112,482
Burlington, Gerda, Fayetteville				158,814							158,814
Greensboro					179,820						179,820
Cole S. Cole, Clippership						83,629					83,629
Ferry							120,344				120,344
Marker 55, Shell								86,400			86,400
Stormwater Programs	300,000	1,900,000									2,200,000
Inspection Vehicle					55,000	55,000	55,000				165,000
Police Vehicle		170,000	170,000	255,000	255,000	85,000	170,000		170,000	170,000	1,445,000
Sanitation Dump Truck											-
Backhoe		120,000									120,000
Streets/Sanitation truck			55,000								55,000
General Fund Expense Total	457,294	2,285,580	337,482	413,814	489,820	223,629	345,344	86,400	170,000	170,000	4,979,363
General Fund Revenue											
General Fund - Operating Revenues	457,294	2,285,580	337,482	413,814	489,820	223,629	345,344	86,400	170,000	170,000	4,979,363
Streets Assessment											-
Direct Appropriations Fed/State											-
Stormwater FB Appropriation											-
General Fund Revenue Total	457,294	2,285,580	337,482	413,814	489,820	223,629	345,344	86,400	170,000	170,000	4,979,363

Atch 2

BEACH INLET CIP

PROJECT COST/15 YEARS	51,000,000
TOWNS SHARE=1/2 OF PROJECT COST	25,500,000

YEAR	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	34/35	35/36	36/37	37/38	38/39	39/40
BEACH INLET CRF BALANCE	4,917,100	5,715,442	5,829,751	7,446,346	9,095,273	10,777,178	12,492,722	14,242,576	16,027,428	17,847,976	19,704,936	21,599,035	23,531,015	25,501,636	27,511,668
TRANSFER FROM GENERAL FUND	100,000														
TRANSFER FROM BPART	600,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CENTRAL REACH REFUND			1,200,000												
IN LIEU OF DEBT SERVICE			300,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
INTEREST 2%	98,342	114,309	116,595	148,927	181,905	215,544	249,854	284,852	320,549	356,960	394,099	431,981	470,620	510,033	550,233
TOTAL	5,715,442	5,829,751	7,446,346	9,095,273	10,777,178	12,492,722	14,242,576	16,027,428	17,847,976	19,704,936	21,599,035	23,531,015	25,501,636	27,511,668	29,561,902



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: BOC

MEETING DATE: 6/17/2025

FROM: Heather Finnell, Town Clerk

SUBMITTED: 6/7/2025

ISSUE/ACTION REQUESTED: Discussion and Possible Approval of Resolution 25-05, Resolution Amending the Holden Beach Fee Schedule (Wastewater Base Rate)

BACKGROUND/PURPOSE OF REQUEST:

Increased wastewater revenues are needed to offset increased expenses. Based on research, comparative analysis of neighboring municipalities and feedback from the Board, an increase of \$3.90 is proposed, increasing the wastewater base charge to \$20.00 per month. The Holden Beach Fee Schedule needs to be updated to reflect the proposed fee.

The suggested motion is to approve Resolution 25-05.

FISCAL IMPACT: (select one)

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

CONTRACTS/AGREEMENTS: (select one)

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

FINANCE RECOMMENDATION: RECOMMEND APPROVAL

TOWN MANAGER'S RECOMMENDATION: Recommend approval.

ATTACHMENT: Resolution 25-05, Proposed Rate Structure

RESOLUTION 25-05
RESOLUTION AMENDING THE HOLDEN BEACH FEE SCHEDULE

WHEREAS, increased wastewater revenues are needed to offset increased expenses; and

WHEREAS, based on research and comparative analysis of neighboring municipalities, an increase of \$3.90 is proposed, increasing the wastewater base charge to \$20.00 per month; and

WHEREAS, the Holden Beach Fee Schedule needs to be updated to reflect the proposed fee.

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of the Town of Holden Beach, North Carolina does hereby amend the fee schedule to reflect the new wastewater base charge of \$20.00 per month.

BE IT FURTHER RESOLVED, that this fee should be effective beginning on July 1, 2025.

This the 17th day of June, 2025

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk

WASTEWATER RATES

<u>Basic Rates</u>	
Base charge per month per dwelling unit, individually metered based on water usage, business or commercial service – includes the initial 2,000 gallons	\$16.10 \$20.00
Each 1,000 gallons for 2,001 – 6,000 gallons	\$7.45
Each 1,000 gallons over 6,000 gallons	\$8.45
<u>Tap Fees</u>	
Residential dwelling unit – per bedroom	\$100.00
Commercial unit – Actual fee based upon the peak usage design daily flow per 15A NCAC 18A, 1949 Sewage Flow Rated for Design Units, Laws and Rules for Sewage Treatment and Disposal Systems	\$500.00 minimum
Per gallon flow for each unit or type of operation	\$2.50

WATER AND SEWER SYSTEM DEVELOPMENT FEES

<u>Development Fees</u>	
Water System Development Fee	\$460 per bedroom
Sewer System Development Fee	\$2,240 per bedroom

*Credit for those who have paid already the sewer share fee previously authorized by Town of Holden Beach Ordinance 02-13 dated 10-14-02 "Chapter 52-04 – Share Fees" will be given on a per bedroom basis in an amount equal to \$2,240 per bedroom, up to a maximum five-bedroom house. Houses with more than five bedrooms will be assessed the \$2,240 per bedroom sewer system development fee for each additional bedroom.

These Water and Sewer System Development Fees are effective October 1, 2021. See old schedule for rates prior to October 1st.



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

FROM: Interim Manager Ferguson

(17)

MEETING DATE: 6/17/25

DATE SUBMITTED: 6/3/25

ISSUE/ACTION REQUESTED: Consideration and possible action on Ward and Smith Contract for upcoming fiscal year.

BACKGROUND/PURPOSE OF REQUEST: Ward and Smith serve as our federal advocates assisted by the Ferguson Group with federal research. This contract comes before you yearly for consideration and renewal, outlining the scope of work they will undertake for the Town.

FISCAL IMPACT: (select one)

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

CONTRACTS/AGREEMENTS: (select one)

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

FINANCE RECOMMENDATION: *Approve contract. DM*

INTERIM TOWN MANAGER'S RECOMMENDATION: Receive proposal and instruct interim town manager to execute contract.

751 Corporate Center Drive, Suite 300 (27607)
Post Office Box 33009
Raleigh, NC 27636-3009

P: 919.277.9191
F: 919.277.9177
mmcintyre@wardandsmith.com

May 12, 2025

VIA EMAIL (christy.ferguson@hbtownhall.com)

Christy Ferguson, Interim Manager
Town of Holden Beach
110 Rothschild Street
Holden Beach, NC 28462

RE: Town of Holden Beach

Dear Christy:

Reference is made to our recent discussion regarding renewal of our firm's services for the Town of Holden Beach. We are certainly pleased that you have been satisfied with our services, and we have enjoyed working with you, Mayor Holden, the Town Commission, the Town staff, and your wonderful community. During our recent conversation, you indicated that you would like to consider our representation of the Town of Holden Beach for the next year with regard to its government relations work.

Nature and Scope of Representation

We have agreed to advise and assist you with governmental matters and legal services issues that arise, and the Town of Holden Beach hereby engages Ward and Smith, P.A. to perform the following services in accordance with the terms and condition set forth in this agreement including working with the Town of Holden Beach to secure federal assistance in project management regarding: (1) federal issues related to any beach renourishment opportunities at Holden Beach, North Carolina, (2) federal issues related to Lockwood Folly Inlet maintenance along with beach renourishment efforts for placement of beach-quality sand on the east end of Holden Beach, (3) support for funding levels to sustain FEMA, (4) water-related Environmental Infrastructure improvements as permitted under Section 5113 of the Water Resources Development Act for Ocean Boulevard stormwater issues (5) other potential funding for stormwater assistance, and (6) Other federal advocacy priorities as mutually agreed upon, such as and by way of example, pre-disaster mitigation/resiliency, public safety and/or community facilities such as the pier, where and when appropriate. In addition, we may undertake to represent you on such other matters as mutually agreed upon. The Town of Holden Beach acknowledges and agrees that Ward and Smith, P.A. does not have control over third-party decision makers, and that Ward and Smith, P.A. makes no representations, warranties or guarantees that it can achieve any particular results. Ward and Smith, P.A. shall act in good faith and with the necessary due diligence in connection with its performance of the services described herein. two local meetings or events, virtually or in person, with the Town of Holden Beach, whether with the Town staff and/or Mayor and/or Commission, and a trip to Washington, DC, as necessary, virtually or in person, per contract period, as mutually agreed upon by the parties, as well as a monthly status report, are included in the services to be

WARD AND SMITH, P.A.

Christy Ferguson, Interim Manager

May 12, 2025

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provided. Our work for this engagement will be on the federal level. It is understood that The Ferguson Group will be assisting our firm on your behalf. As the need arises for specialized assistance, such as grant writing or for legal monitoring/research, then fees and costs incurred for such services will be billed separately to the client.

We have not identified any conflicts of interest with our other clients. However, it is possible that conflicts will occur, especially because of the unpredictability of legislative policy and politics. In such cases, we will disclose the conflict, or potential conflict, and Town of Holden Beach will need to retain its own independent legal counsel for that matter as well as make a good faith effort to waive any conflict that is waivable under the North Carolina State Bar's Rules of Professional Conduct.

Retainer and Fees

The retainer for services will continue to be \$9,725 per month effective July 1, 2025, through June 30, 2026. Unless either of us terminates this engagement, this agreement will remain in place through June 30, 2026. Out-of-pocket expenses and costs relating to our representation are not included in the monthly fee, but will be billed separately as incurred. Our work under this new contract will commence after we receive authorization from you. The monthly retainer in any event will be the minimal fee for our services rendered during any portion of the month for which it is paid.

Ward and Smith, P.A. will carry out its duties in compliance with all of the applicable federal, state and local laws and regulations, particularly those laws applicable to lobbying.

File Retention

At or before the conclusion of this matter, we will return to you any original documents you have given to us. Upon conclusion of this matter, we will close our active file for this matter, but keep an inactive file containing a copy of all pertinent documents for a minimum of six (6) years, as required by the professional rules of practice for attorneys. At the end of that period, we will dispose of the contents of the inactive file unless you request possession of the file contents.

Electronic Signature

The parties hereto consent to the use of electronic signatures and electronic transmittal of this Engagement Letter. As such, the parties hereto acknowledge and agree as follows: (1) facsimile or electronic signatures to this Engagement Letter shall be considered original signatures, (2) this Engagement Letter may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto, whether exchanged physically or via electronic means, and (3) the exchange of a fully executed Engagement Letter (in counterparts or otherwise) by facsimile or electronic delivery in .pdf format shall be sufficient to bind the parties hereto to the terms and conditions of this Engagement Letter.

WARD AND SMITH, P.A.

Christy Ferguson, Interim Manager
May 12, 2025
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Acceptance

If the terms of this Engagement Letter are satisfactory, please execute the Engagement Letter via DocuSign. By these actions, and in consideration of our agreeing to undertake this representation, we will understand that the terms and conditions in this Engagement Letter are accepted.

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,



Mike McIntyre
Attorney | Member of Congress, 1997-2015

cc: Mayor Alan Holden (via email: holden@atthebeachnc.com)

Read and agreed.

Town of Holden Beach

By:

Christy Ferguson, Interim Manager

Date

This instrument has been preaudited in the manner
required by the Local Government Budget and Fiscal Control Act.

Finance Officer

ND:4929-2981-6338, v. 1



TO: J. ALAN HOLDEN, MAYOR
TOWN OF HOLDEN BEACH

FROM: MIKE MCINTYRE

SUBJECT: FEDERAL FUNDING ACCOMPLISHMENTS

DATE: JUNE 4, 2025

CC: CHRISTY FERGUSON, INTERIM TOWN MANAGER
TOWN OF HOLDEN BEACH

Since January of 2019, when our work officially commenced with the Town of Holden Beach, Ward and Smith, P.A.—with assistance from The Ferguson Group (TFG)—has helped Holden Beach secure **\$8,599,867** in appropriations, **\$2,855,000** of which has been secured in calendar year 2025.

Even though other successes are more difficult to quantify since they do not come in the form of a federal award, they are nonetheless of great value and importance to the Holden Beach community. We have included information on some of those successes in the list below.

Significant priorities accomplished on behalf of the Town of Holden Beach since 2019 include:

- **\$500,000** to commence work on the Brunswick County Beaches (Holden Beach) GRR, which was included in the Army Corps of Engineers' FY 2021 Work Plan (1/19/2021).

The FY 2021 omnibus package, which was approved on December 27, 2020, included language we requested to help Holden Beach secure funding for the GRR in the Work Plan. Specifically, the Energy and Water Development appropriations bill (in particular the bill's accompanying report) provided the Corps with at least one new study start for a coastal storm damage reduction study in the FY 2021 Work Plan. With our assistance, Holden Beach successfully competed for and secured that new study start in the FY 2021 Work Plan, which was an extremely competitive process. The process of securing the necessary language in the FY 2021 omnibus to secure funding in the FY 2021 Work Plan took approximately one year.

- **\$1,050,000** for Lockwood Folly maintenance dredging, which was approved in the FY 2022 federal budget (the *Consolidated Appropriations Act, 2022*) under Energy and Water Development Appropriations (3/15/2022).
- **\$1,000,000** for the Brunswick County Beaches (Holden Beach) GRR, which was approved in the FY 2023 federal budget (the *Consolidated Appropriations Act, 2023*) under Energy and Water Development Appropriations (12/29/2022).

- **\$2,669,867** for the Greensboro Street Lift Station Hazard Mitigation Upgrade Project, which was approved in the FY 2023 federal budget (the *Consolidated Appropriations Act, 2023*) under Interior and Environment Appropriations (12/29/2022).
- **\$100,000** for the Ocean Boulevard Stormwater Mitigation Project, which was approved in the FY 2023 federal budget (the *Consolidated Appropriations Act, 2023*) under Energy and Water Development Appropriations (12/29/2022).
- **\$425,000** for the Brunswick County Beaches (Holden Beach) GRR, which was approved in the FY 2024 federal budget (the *Consolidated Appropriations Act, 2024*) under Energy and Water Development Appropriations (3/9/2024).
- **\$2,200,000** for the Ocean Boulevard Stormwater Mitigation Project, which was included in the Army Corps of Engineers' *Disaster Relief Supplemental Appropriations Act, 2025* Work Plan for Environmental Infrastructure (1/24/2025).
- **\$655,000** for Lockwood Folly maintenance dredging, which was included in the Army Corps of Engineers' FY 2025 Work Plan (5/16/2025).
- After several years of advocacy, in September of 2023, the Corps "clarified" its policy on dredge material disposal sites, stating that "If a placement site contains at least 20 years of federal dredged material capacity and use of the site by a non-federal entity will not reduce capacity below the 20-year need, then a non-federal entity may be allowed to place dredged material in a USACE placement facility on a case-by-case basis." This policy change signified a critical step forward in addressing this long-standing issue.
- The *Water Resources Development Act of 2024* (WRDA 2024) included a provision we requested on behalf of Holden Beach and championed by Representative Rouzer regarding placement of dredge material in federal disposal sites. These provisions enable non-Federal entities to utilize certain Dredged Material Disposal Facilities (DMPFs).
- WRDA 2024 also included a provision we requested that increases the authorized allocation for the Section 5113 Environmental Infrastructure program in North Carolina from \$13 million to \$50 million. This expanded allocation will allow the Corps to undertake significantly more water resources projects in the state, subject to Congressional appropriations. (Section 5113 is the authority that allowed Holden Beach to compete for and secure the \$2.2 million award for the Ocean Boulevard Stormwater Mitigation Project. That award is a direct result of our coordinated efforts with the Town on WRDA related to Section 5113.)



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

FROM: Interim Manager Ferguson



MEETING DATE: 6/17/25

DATE SUBMITTED: 6/4/25

ISSUE/ACTION REQUESTED: Consideration and possible action on Carolina Creations Landscaping and Irrigation Contract.

BACKGROUND/PURPOSE OF REQUEST: The attached contracts serve as the scope of work for the upcoming fiscal year for landscaping and irrigation. The contracts are set to renew in July.

FISCAL IMPACT: (select one)

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

CONTRACTS/AGREEMENTS: (select one)

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

FINANCE RECOMMENDATION:

Approve contracts. DM

INTERIM TOWN MANAGER'S RECOMMENDATION: Receive contracts and instruct interim town manager to execute.



Proposal #43562

Date: 5/22/2025

Primary Contact:

Town of Holden Beach
Town of Holden Beach
110 Rothschild Street
Holden Beach, NC 28462

Landscape Service Provider:

Carolina Creations Landscape, Inc.
4802 Bailey Street
Shallotte, NC 28470

Constitutes the entire agreement between the aforementioned parties and includes the scope of service, terms and conditions, pricing, and payment responsibilities for landscape management services provided at:

Property:

Town of Holden Beach
110 Rothschild Street
Holden Beach, NC 28462

Landscape Management Agreement

This agreement takes effect July 1, 2025 (the "Commencement Date") It will continue for an original term of 36 months. Thereafter, it shall automatically renew on a year-to-year basis and the service intervals shall repeat, unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary of the Commencement Date. All renewals are subject to the general provisions and conditions of this Agreement. This annual Agreement Price is subject to adjustment on each anniversary of the Commencement Date to reflect increases/decreases in labor, material, and other costs.

SCHEDULE AND FREQUENCY OF SERVICES: The frequency schedule represented is the number of services or applications proposed, it is not intended to be a schedule commitment, which will vary depending on weather, holidays, accidents, and other conditions beyond our control. We will perform the agreed scope of professional landscape management services (up to the maximum annual number of visits listed) according to the real site conditions present on property. Timing of applications will be based on ideal conditions for your property.

SPECIAL PROVISIONS: A pre-contract clean-up will be required if site conditions are not at an acceptable level. The landscape should be in a condition to allow regular maintenance activities to occur while meeting client expectations as defined in this agreement. Acceptable is defined as: weeds in the planting beds are at a minimal and manageable level in addition to the lawns being less than 4" high.

SUMMARY OF SERVICES INCLUDED

General Maintenance Services	
Spring/Summer Maintenance	32
Fall/Winter Maintenance	10
Pruning	4
Seasonal Flower Services	
Spring Seasonal Flower Install	1
Fall Seasonal Flower Installation	1
Seasonal Flower Maintenance	22
Chemical Services	
Turf Fertilizer	3
Turf Weed Control	4
Turf Insecticide Application	3
Turf Pre-emergent Weed Control Application	2
Plant and Shrub Fertilizer	3
Plant Growth Regulator Application	3
Subcontractor Services	
Mulch Application	1
Monthly Investment	
\$5,352.84	

Payment Schedule: Payments for the services shall be made as follows

Schedule	Price	Sales Tax	Total Price
July	\$5,352.83	\$48.95	\$5,401.78
August	\$5,352.83	\$48.95	\$5,401.78
September	\$5,352.83	\$48.95	\$5,401.78
October	\$5,352.83	\$48.95	\$5,401.78
November	\$5,352.83	\$48.95	\$5,401.78
December	\$5,352.84	\$48.95	\$5,401.79
January	\$5,352.83	\$48.95	\$5,401.78
February	\$5,352.84	\$48.95	\$5,401.79
March	\$5,352.83	\$48.95	\$5,401.78
April	\$5,352.84	\$48.95	\$5,401.79
May	\$5,352.83	\$48.95	\$5,401.78
June	\$5,352.84	\$48.95	\$5,401.79
	\$64,234.00	\$587.40	\$64,821.40

Your and Our Acceptance:

This Agreement will become effective only after acceptance as evidenced by the respective signatures of the parties' authorized representatives. This Agreement includes all of your and our obligations. No person has authority to make any claim, representation, promise or condition on our behalf that is not documented within this Agreement.

By _____
Stefan Simon
 Date 5/22/2025
Carolina Creations Landscape, Inc.

By _____
 Date _____
Town of Holden Beach

Contract General Terms & Conditions

DEFINITIONS

You should note the following words have special meaning throughout this Agreement:

1. "You" and "Your" mean *Client Name* and all their representatives
2. "We", "Our", "Ours", and "Us" mean Carolina Creations Landscapes, Inc. and all of its representatives.
3. "Labor" means our normal workday labor hours, overtime labor hours (time and one half), travel labor hours, equipment use, and all out-of-pocket travel expenses associated with labor.
4. "Breach by us" means failure on our part to provide the Scope of Services as defined in this Agreement.

OUR RESPONSIBILITIES INCLUDE:

1. Provide a continuing managed process of professional managed care of your exterior environment in accordance with the services and frequency thereof set forth in this Agreement. The Scope of Services for which we will be responsible is set forth below.
2. Assign a lead technician to have primary responsibility for work to be performed at your site.
3. Coordinate all work with you to assure safety and minimal disruption at your site.

YOUR RESPONSIBILITIES INCLUDE:

1. Inform us of whom we should work with at your site to ensure the proper coordination of our work.
2. Provide us with a copy, if available, of all site plans, drawings or prints.
3. Provide us with your protocols and regulations regarding working at your site, such as: parking, security procedures, emergency contacts, and other appropriate information.
4. Permit only our representatives to perform the work included in the Scope of Services of this Agreement, as we will only guarantee our work and not the work of other parties.
5. Bear the cost to repair or replace any materials and/or systems deemed by us to not be acceptable during our initial inspection or seasonal start-up visit. Should you choose to not make the repair or replacement, the material(s), system(s), component(s) or part(s) identified will automatically be removed from the repair or replacement guarantee provisions of this Agreement.
6. Inspect the work performed by us within seven (7) days of the date that the service is performed and promptly notify us of any reasonable dissatisfaction with the work performed.

ADDITIONAL TERMS AND CONDITIONS

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the Agreement Price quoted in this Agreement, you agree to permit free, unobstructed and timely access to the necessary areas of your site to perform required services. All planned work under this agreement will be performed during our normal working hours unless otherwise stipulated elsewhere in this Agreement.

Hold Harmless: In the event we incur any claim, damage, loss, or expense that is caused in whole or in part by or arises out of or is related to any active or passive act or omission by you, anyone directly or indirectly employed by you or allowed by you to be on site, or for anyone whose act you otherwise may be liable, then, to the fullest extent permitted by law, you will defend, indemnify and hold harmless us and our representatives and agents from and against these claims, damages, losses, and expenses including, but not limited to, attorneys' fees and professional fees incurred by use in connection with any such items.

Delays Outside Our Control: In the event that there is a delay loss, damage, or detention caused by unavailability of equipment or materials, delay of carriers, strikes, lockouts, civil or military authority priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond our control, you agree that we will not be liable for this delay loss, damage, or detention.

Loss of Profits: Under no circumstances, whether arising in contract, tort (including negligence and strict liability), equity or otherwise, will we be responsible for loss of use, loss of profits, anticipatory damages, increased operating or maintenance expenses, claims of your tenants or clients, or any special, indirect, consequential, incidental, exemplary or punitive damages, arising at any time from any cause related to or concerning the services performed pursuant to this Agreement.

Limited Warranty: We warrant that our workmanship on all installations and repairs shall be performed in a good and workmanlike manner.

You acknowledge that we are NOT the manufacturer of the installed materials and equipment and that we make no representations or warranties as to the installed materials and equipment or their specifications, fitness for a particular purpose, performance or merchantability. You agree to look solely to said manufacturer to remedy any alleged deficiency in the installed materials and equipment and damages related directly or indirectly thereto. WE DISCLAIM ALL WARRANTIES ON THE MATERIAL FURNISHED UNDER THIS AGREEMENT INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limits of Liability: We guarantee that our performance of services under this Agreement will be in accordance with generally accepted practices for similar services. In case of any failure to perform our obligations under this Agreement, our liability is limited to correcting, repairing, or replacing, at our option, the deficient work. You acknowledge and agree that such correction, repair, or replacement shall be the sole remedy available to you and in no event will our liability exceed the total amount of compensation we receive for services rendered.

Notice: Notice to either party to this Agreement shall be sufficient if delivered in writing to a party at its address shown herein by overnight courier or by United States Mail.

Tax : You agree to be responsible for all applicable taxes on the services and/or materials used or provided in connection with the services to be provided under this Agreement.

Permits: Unless otherwise required by law, you agree to obtain, keep in force during the term of this Agreement, and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Payment Term : You agree to promptly pay invoices within ten (10) days of receipt. A late charge of 3% per month will be charged on all amounts that become thirty (30) days or more delinquent. In the event we must commence third party collection or dispute resolution measures in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

Acceptance of Existing Conditions: The Agreement Price is conditioned upon the materials and systems covered being in maintainable condition. If the initial inspection or seasonal start-up visit indicates that repairs are necessary a firm quotation will be submitted to you for your approval. Should you not authorize the repairs, we may remove the material(s), system(s), component(s) or part(s) from the Scope of Services under this Agreement.

Concealed Conditions: Concealed conditions, such as underground utilities, invisible fence, rock, debris, poor drainage situations, etc., not readily apparent at the time of providing the estimated Agreement Price quoted in this Agreement may cause us to incur additional costs, including without limitation additional materials and labor, which will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our rates then in effect) over the Agreement Price.

Extra Work: Unless otherwise stated elsewhere in this Agreement, this Agreement does not include repairs to any system(s), the provision or installation of materials, or service calls requested by you. If requested, you will be charged for these services at our customer rates then in effect. If you require any alteration to or deviation from this Agreement involving extra work, you agree that the cost of material and/or labor will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our customer rates then in effect) over the Agreement Price.

Work Performed by Others: Unless otherwise stated elsewhere in this Agreement, we will not be responsible for work that is performed by anyone other than us. Therefore, you agree to permit only our personnel or agent(s) to perform the work included in the Scope of Services. Should anyone other than us perform such work, we may at our option, terminate this Agreement or eliminate the areas or materials involved from the Scope of Services of this Agreement and you will indemnify and hold us harmless from any and all costs, expenses, claims, and damages

resulting from or arising out of any such work and/or materials.

Changes: This Agreement shall not be subject to change or modification other than by a writing to which both parties are signatories. Carolina Creations Landscapes, Inc. may transfer and assign this agreement to another party without the consent of Customer.

Termination for Cause: Either party may terminate this Agreement upon sixty (60) days' written notice to the other party if:

1. The other party commits a material breach of this Agreement, which remains uncured sixty (60) days after receipt of written notice. If an event of default occurs, you must give us written notice of the same describing the reason for the default and the requested cure. If within sixty (60) days of receipt of such notice, we are unable to cure the default, you may terminate this Agreement. Any default notice will be deemed to have been given on the date of receipt at our address shown on the first page of this Agreement.
2. The other party becomes insolvent, files for bankruptcy or undergoes dissolution or termination of existence.

In the event that you terminate this Agreement for cause before its intended expiration date you understand that the cost of the actual work performed between the most recent anniversary date and the termination date may exceed the total amount of the scheduled payments for those services performed under this Agreement during that period. If so, you agree to reimburse us, at then current rates. (i) for all costs of for the work performed in connection with this Agreement during such period up to and including the date of termination, and (ii) all costs of any materials ordered by us in connection with this Agreement. We will submit a final invoice to you for the total amount of all applicable costs less the amount of your payments made prior to termination and such amount will be due immediately

Termination Without Cause: You may terminate this Agreement without cause upon thirty (30) days' advance written notice. In such event:

1. You will be obligated to pay the remaining balance of the Agreement through the next anniversary date of the Effective Date, less amounts paid through termination.
2. Example: If the Effective Date is January 1 and you terminate without cause on March 1, you are obligated to pay the remainder of the Ter through December 31, less amounts paid through termination.

Payment Obligations Upon Termination

1. All invoices for work performed will be due within seven (7) days of termination.
2. Customer shall remain liable for unpaid balances for all services provided prior to termination or expiration of this Agreement.

Cumulative Remedies: Any termination of this Agreement (either with or without cause) shall be in addition to, and not in lieu of, any other rights or remedies available to the parties at law or in equity, and all such rights or remedies shall be cumulative.

Entire Agreement; Purchase Orders: This Agreement constitutes the entire contract between the parties. The entire contract is embodied in this writing and this writing constitutes the final expression of the party's agreement. No change is allowed to this Agreement, nor shall they become part of this Agreement whatsoever by our acknowledgment or acceptance of your purchase order forms that contain different provisions whether in addition to or not identical to the terms set forth herein. You acknowledge and agree that any purchase order issued by you, in accordance with this Agreement, is intended only to establish payment authority for your internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the purchase order will have any force or effect.

Successors and Assigns: This Agreement is binding on and insures the benefit of the parties to this Agreement and their respective successors and assigns. Effective upon notice to the other party either party may assign this Agreement or any of its rights and obligations under this Agreement to any subsidiary or affiliate, or in connection with any sale, transfer, or other disposition of all or substantially all of its business or assets on the conditions that such assignee assumes all of the assigning party's obligations herein.

Governing Law: This Agreement and any services rendered pursuant to the Agreement shall be governed by and

construed and interpreted in accordance with the laws of the State of North Carolina. The parties further agree that any claim, cause of action, lawsuit or other legal proceeding involving this Agreement, shall be instituted only in a court of competent jurisdiction in the State of North Carolina. The parties hereby consent to the jurisdiction of the courts of the State of North Carolina and waive any objection to such venue.

Severability: If any portion of this Agreement is found to violate any applicable law, then such portion of this Agreement shall be of no force or effect and shall be deemed separable, but the remainder of this Agreement shall be binding and effective as between the parties in the same manner and to the same extent as if said unlawful or illegal provision had not been contained herein.

Force Majeure: Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fire, floods, epidemics, pandemics, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party; provided, that the party so affected shall give prompt notice thereof to the other. If any such cause prevents either party from performing any of its material obligations hereunder for more than six months, the other party may then terminate this Agreement upon ninety (90) days' prior notice. Except as provided in the immediately preceding sentence, no such failure or delay shall terminate this Agreement, and each party shall complete its obligations hereunder as promptly as reasonably practicable following cessation of the cause or circumstances of such failure or delay

No Waiver: Failure by either party to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of any right or power hereunder at any time be deemed a waiver or relinquishment of any further such rights or power.

Counterparts: This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

SCOPE OF SERVICES

Spring/Summer Maintenance

Service frequency: Weekly mid-April - mid-October

Mowing: Turf will be mowed weekly from mid-April through mid-October (weather permitting). The grass will be mowed to a height that is recommended by the North Carolina State University manual on Carolina Lawns. Clippings will be left to disintegrate and return valuable nutrients to the soil.

Mechanical Edging: In accordance with standard practices, edging should only be necessary every other visit. This is performed along all walks, drives, and bed areas as the terrain allows. This provides a crisp tailored edge.

String Trimming: String trimmers will be used to maintain turf areas where terrain or existing structures obstruct the path of the mowers.

Weed Control: Plantings and bed areas will be kept free and clean of weeds upon each scheduled visit or on an "as needed" basis. The process will be completed utilizing post emergent herbicide as well as manual removal.

General Cleanup: Roads, parking areas, walks, and any other applicable areas shall be blown off and cleaned of gardening debris and minor trash upon service visit or on an as needed basis to maintain a clean and tailored appearance.

Fall/Winter Maintenance

Service Frequency: Twice per month from mid-October-mid-April

Mowing: The grass will be mowed to a height that is recommended by the North Carolina State University manual on Carolina Lawns. Clippings will be left to disintegrate and return valuable nutrients to the soil.

Mechanical Edging: In accordance with standard practices, edging should only be necessary every other visit. This is performed along all walks, drives, and bed areas as the terrain allows. This provides a crisp tailored edge.

String Trimming: String trimmers will be used to maintain turf areas where terrain or existing structures obstruct the path of the mowers.

Weed Control: Plantings and bed areas will be kept free and clean of weeds upon each scheduled visit or on an "as needed" basis. The process will be completed utilizing post emergent herbicide as well as manual removal.

General Cleanup: Roads, parking areas, walks, and any other applicable areas shall be blown off and cleaned of gardening debris and minor trash upon service visit or on an as needed basis to maintain a clean and tailored appearance.

Pruning

Except for desired hedges, all pruning and thinning of plants will be done so that the natural shapes are retained. If previous maintenance practices have been to shear and ball, then a natural shape will be restored gradually. The objective is to open plants so that light penetrates and die back is reduced. This is done to foster healthy plant development. In efforts to keep cost reasonable, trees & shrubs taller than 15 feet are not covered under the contract agreement.

Spring Seasonal Flower Install

Seasonal color changes shall be provided as part of the contracted services upon request. Annual plantings shall be of the highest quality and vigorous in nature. Organic matter and other specific components shall be incorporated into the media before planting. Installation timing may vary depending on environmental and weather conditions. Carolina Creations Landscape, Inc. will not be held responsible for loss due to early or late frosts, or deer or other animal damage.

Fall Seasonal Flower Installation

Seasonal color changes shall be provided as part of the contracted services upon request. Annual plantings shall be of the highest quality and vigorous in nature. Organic matter and other specific components shall be incorporated into the media before planting shall occur. Installation timing may vary depending on environmental and weather conditions. Carolina Creations Landscape, Inc. will not be held responsible for loss due to deer or animal damage.

Seasonal Flower Maintenance

Seasonal Color Maintenance Service is provided in conjunction with the Seasonal Color Installations. Beds shall be monitored during regular scheduled visits (either monthly or bi-weekly) to ensure the beds continue to thrive throughout the season.

Routine maintenance visits will include but are not limited to removing spent blooms, fertilizing if necessary, adjusting water as season requires, etc.

Carolina Creations Landscapes will not be held liable for any damage incurred by deer or other animal damage. Insect and Disease control are not covered under the basic program. Site or environmental issues may arise that warrant special treatments for these things. In the event these treatments are necessary, Carolina Creations will provide you with a quote before treatments are performed.

Turf Fertilizer

Turf will be fertilized 3 times per year with an appropriate blend for your turf type. Our goal in fertilization is to keep your lawn healthy. The fertilization program will provide the equivalent of five to eight pounds of nitrogen per 1000 square feet, per year, to maintain a healthy green lawn. Phosphorous free, potash, and trace elements will be provided in a well-balanced analysis. A premium blend of SCU fertilizers will be used to allow for a reduced frequency of fertilization

Turf Weed Control

Post emergent weed control application will occur to turf 4 times per year for the control of broadleaf weeds and undesired grass weeds. The herbicide is not harmful to desired turf.

Turf Insecticide Application

Turf will be treated 1 time (May) per year as needed for control of fire ants. Any additional fire ant applications will be billed outside of the contract, per request.

Turf will be treated 1 times (July) per year as needed for control of additional turf destroying insects (not including fire ants.)

Turf Pre-emergent Weed Control Application

Turf will be treated 2 times per year for pre-emergent weed control of broadleaf weeds and undesired grass weeds.

Plant and Shrub Fertilizer

Shrubs will be fertilized as needed one time per year in the Spring with a slow release fertilizer blend specific for shrubs to promote continued health and growth.

Plant Growth Regulator Application

Application of growth regulator to existing plant materials.

Mulch Application

Apply bark mulch to all previously mulched beds one time per year (April). Mulch benefits your property in 4 ways. Beautification of your landscape, weed suppression, retain moisture in the summer and protect the root zone of your shrubs from extreme temperatures in the winter.



Proposal #43627

Date: 5/22/2025

Primary Contact:

Town of Holden Beach
Town of Holden Beach
110 Rothschild Street
Holden Beach, NC 28462

Landscape Service Provider:

Carolina Creations Landscape, Inc.
4802 Bailey Street
Shallotte, NC 28470

Constitutes the entire agreement between the aforementioned parties and includes the scope of service, terms and conditions, pricing, and payment responsibilities for landscape management services provided at:

Property:

Town of Holden Beach
110 Rothschild Street
Holden Beach, NC 28462

Landscape Management Agreement

This agreement takes effect July 1, 2025 (the "Commencement Date") It will continue for an original term of 36 months. Thereafter, it shall automatically renew on a year-to-year basis and the service intervals shall repeat, unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary of the Commencement Date. All renewals are subject to the general provisions and conditions of this Agreement. This annual Agreement Price is subject to adjustment on each anniversary of the Commencement Date to reflect increases/decreases in labor, material, and other costs.

SCHEDULE AND FREQUENCY OF SERVICES: The frequency schedule represented is the number of services or applications proposed, it is not intended to be a schedule commitment, which will vary depending on weather, holidays, accidents, and other conditions beyond our control. We will perform the agreed scope of professional landscape management services (up to the maximum annual number of visits listed) according to the real site conditions present on property. Timing of applications will be based on ideal conditions for your property.

SPECIAL PROVISIONS: A pre-contract clean-up will be required if site conditions are not at an acceptable level. The landscape should be in a condition to allow regular maintenance activities to occur while meeting client expectations as defined in this agreement. Acceptable is defined as: weeds in the planting beds are at a minimal and manageable level in addition to the lawns being less than 4" high.

SUMMARY OF SERVICES INCLUDED

Irrigation Services	
Irrigation Audit	4
Monthly Investment	\$169.18

Payment Schedule: Payments for the services shall be made as follows

Schedule	Price	Sales Tax	Total Price
July	\$169.17	\$11.42	\$180.59
August	\$169.17	\$11.42	\$180.59
September	\$169.17	\$11.42	\$180.59
October	\$169.17	\$11.42	\$180.59
November	\$169.17	\$11.42	\$180.59
December	\$169.18	\$11.42	\$180.60
January	\$169.17	\$11.42	\$180.59
February	\$169.18	\$11.42	\$180.60
March	\$169.17	\$11.42	\$180.59
April	\$169.18	\$11.42	\$180.60
May	\$169.17	\$11.42	\$180.59
June	\$169.18	\$11.42	\$180.60
	\$2,030.08	\$137.04	\$2,167.12

Your and Our Acceptance:

This Agreement will become effective only after acceptance as evidenced by the respective signatures of the parties' authorized representatives. This Agreement includes all of your and our obligations. No person has authority to make any claim, representation, promise or condition on our behalf that is not documented within this Agreement.

By _____
Stefan Simon
 Date 5/22/2025
Carolina Creations Landscape, Inc.

By _____
 Date _____
Town of Holden Beach

Contract General Terms & Conditions

DEFINITIONS

You should note the following words have special meaning throughout this Agreement:

1. **"You"** and **"Your"** mean *Client Name* and all their representatives
2. **"We"**, **"Our"**, **"Ours"**, and **"Us"** mean Carolina Creations Landscapes, Inc. and all of its representatives.
3. **"Labor"** means our normal workday labor hours, overtime labor hours (time and one half), travel labor hours, equipment use, and all out-of-pocket travel expenses associated with labor.
4. **"Breach by us"** means failure on our part to provide the Scope of Services as defined in this Agreement.

OUR RESPONSIBILITIES INCLUDE:

1. Provide a continuing managed process of professional managed care of your exterior environment in accordance with the services and frequency thereof set forth in this Agreement. The Scope of Services for which we will be responsible is set forth below.
2. Assign a lead technician to have primary responsibility for work to be performed at your site.
3. Coordinate all work with you to assure safety and minimal disruption at your site.

YOUR RESPONSIBILITIES INCLUDE:

1. Inform us of whom we should work with at your site to ensure the proper coordination of our work.
2. Provide us with a copy, if available, of all site plans, drawings or prints.
3. Provide us with your protocols and regulations regarding working at your site, such as: parking, security procedures, emergency contacts, and other appropriate information.
4. Permit only our representatives to perform the work included in the Scope of Services of this Agreement, as we will only guarantee our work and not the work of other parties.
5. Bear the cost to repair or replace any materials and/or systems deemed by us to not be acceptable during our initial inspection or seasonal start-up visit. Should you choose to not make the repair or replacement, the material(s), system(s), component(s) or part(s) identified will automatically be removed from the repair or replacement guarantee provisions of this Agreement.
6. Inspect the work performed by us within seven (7) days of the date that the service is performed and promptly notify us of any reasonable dissatisfaction with the work performed.

ADDITIONAL TERMS AND CONDITIONS

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the Agreement Price quoted in this Agreement, you agree to permit free, unobstructed and timely access to the necessary areas of your site to perform required services. All planned work under this agreement will be performed during our normal working hours unless otherwise stipulated elsewhere in this Agreement.

Hold Harmless: In the event we incur any claim, damage, loss, or expense that is caused in whole or in part by or arises out of or is related to any active or passive act or omission by you, anyone directly or indirectly employed by you or allowed by you to be on site, or for anyone whose act you otherwise may be liable, then, to the fullest extent permitted by law, you will defend, indemnify and hold harmless us and our representatives and agents from and against these claims, damages, losses, and expenses including, but not limited to, attorneys' fees and professional fees incurred by use in connection with any such items.

Delays Outside Our Control: In the event that there is a delay loss, damage, or detention caused by unavailability of equipment or materials, delay of carriers, strikes, lockouts, civil or military authority priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond our control, you agree that we will not be liable for this delay loss, damage, or detention.

Loss of Profits: Under no circumstances, whether arising in contract, tort (including negligence and strict liability), equity or otherwise, will we be responsible for loss of use, loss of profits, anticipatory damages, increased operating or maintenance expenses, claims of your tenants or clients, or any special, indirect, consequential, incidental, exemplary or punitive damages, arising at any time from any cause related to or concerning the services performed pursuant to this Agreement.

Limited Warranty: We warrant that our workmanship on all installations and repairs shall be performed in a good and workmanlike manner.

You acknowledge that we are NOT the manufacturer of the installed materials and equipment and that we make no representations or warranties as to the installed materials and equipment or their specifications, fitness for a particular purpose, performance or merchantability. You agree to look solely to said manufacturer to remedy any alleged deficiency in the installed materials and equipment and damages related directly or indirectly thereto. **WE DISCLAIM ALL WARRANTIES ON THE MATERIAL FURNISHED UNDER THIS AGREEMENT INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Limits of Liability: We guarantee that our performance of services under this Agreement will be in accordance with generally accepted practices for similar services. In case of any failure to perform our obligations under this Agreement, our liability is limited to correcting, repairing, or replacing, at our option, the deficient work. You acknowledge and agree that such correction, repair, or replacement shall be the sole remedy available to you and in no event will our liability exceed the total amount of compensation we receive for services rendered.

Notice: Notice to either party to this Agreement shall be sufficient if delivered in writing to a party at its address shown herein by overnight courier or by United States Mail.

Tax: You agree to be responsible for all applicable taxes on the services and/or materials used or provided in connection with the services to be provided under this Agreement.

Permits: Unless otherwise required by law, you agree to obtain, keep in force during the term of this Agreement, and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Payment Term: You agree to promptly pay invoices within ten (10) days of receipt. A late charge of 3% per month will be charged on all amounts that become thirty (30) days or more delinquent. In the event we must commence third party collection or dispute resolution measures in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

Acceptance of Existing Conditions: The Agreement Price is conditioned upon the materials and systems covered being in maintainable condition. If the initial inspection or seasonal start-up visit indicates that repairs are necessary a firm quotation will be submitted to you for your approval. Should you not authorize the repairs, we may remove the material(s), system(s), component(s) or part(s) from the Scope of Services under this Agreement.

Concealed Conditions: Concealed conditions, such as underground utilities, invisible fence, rock, debris, poor drainage situations, etc., not readily apparent at the time of providing the estimated Agreement Price quoted in this Agreement may cause us to incur additional costs, including without limitation additional materials and labor, which will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our rates then in effect) over the Agreement Price.

Extra Work: Unless otherwise stated elsewhere in this Agreement, this Agreement does not include repairs to any system(s), the provision or installation of materials, or service calls requested by you. If requested, you will be charged for these services at our customer rates then in effect. If you require any alteration to or deviation from this Agreement involving extra work, you agree that the cost of material and/or labor will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our customer rates then in effect) over the Agreement Price.

Work Performed by Others: Unless otherwise stated elsewhere in this Agreement, we will not be responsible for work that is performed by anyone other than us. Therefore, you agree to permit only our personnel or agent(s) to perform the work included in the Scope of Services. Should anyone other than us perform such work, we may at our option, terminate this Agreement or eliminate the areas or materials involved from the Scope of Services of this Agreement and you will indemnify and hold us harmless from any and all costs, expenses, claims, and damages

resulting from or arising out of any such work and/or materials.

Changes: This Agreement shall not be subject to change or modification other than by a writing to which both parties are signatories. Carolina Creations Landscapes, Inc. may transfer and assign this agreement to another party without the consent of Customer.

Termination for Cause: Either party may terminate this Agreement upon sixty (60) days' written notice to the other party if:

1. The other party commits a material breach of this Agreement, which remains uncured sixty (60) days after receipt of written notice. If an event of default occurs, you must give us written notice of the same describing the reason for the default and the requested cure. If within sixty (60) days of receipt of such notice, we are unable to cure the default, you may terminate this Agreement. Any default notice will be deemed to have been given on the date of receipt at our address shown on the first page of this Agreement.
2. The other party becomes insolvent, files for bankruptcy or undergoes dissolution or termination of existence.

In the event that you terminate this Agreement for cause before its intended expiration date you understand that the cost of the actual work performed between the most recent anniversary date and the termination date may exceed the total amount of the scheduled payments for those services performed under this Agreement during that period. If so, you agree to reimburse us, at then current rates, (i) for all costs of for the work performed in connection with this Agreement during such period up to and including the date of termination, and (ii) all costs of any materials ordered by us in connection with this Agreement. We will submit a final invoice to you for the total amount of all applicable costs less the amount of your payments made prior to termination and such amount will be due immediately

Termination Without Cause: You may terminate this Agreement without cause upon thirty (30) days' advance written notice. In such event:

1. You will be obligated to pay the remaining balance of the Agreement through the next anniversary date of the Effective Date, less amounts paid through termination.
2. Example: If the Effective Date is January 1 and you terminate without cause on March 1, you are obligated to pay the remainder of the Ter through December 31, less amounts paid through termination.

Payment Obligations Upon Termination

1. All invoices for work performed will be due within seven (7) days of termination.
2. Customer shall remain liable for unpaid balances for all services provided prior to termination or expiration of this Agreement.

Cumulative Remedies: Any termination of this Agreement (either with or without cause) shall be in addition to, and not in lieu of, any other rights or remedies available to the parties at law or in equity, and all such rights or remedies shall be cumulative.

Entire Agreement; Purchase Orders: This Agreement constitutes the entire contract between the parties. The entire contract is embodied in this writing and this writing constitutes the final expression of the party's agreement. No change is allowed to this Agreement, nor shall they become part of this Agreement whatsoever by our acknowledgment or acceptance of your purchase order forms that contain different provisions whether in addition to or not identical to the terms set forth herein. You acknowledge and agree that any purchase order issued by you, in accordance with this Agreement, is intended only to establish payment authority for your internal accounting purposes. No purchase order shall be considered to be a counteroffer amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the purchase order will have any force or effect.

Successors and Assigns: This Agreement is binding on and insures the benefit of the parties to this Agreement and their respective successors and assigns. Effective upon notice to the other party either party may assign this Agreement or any of its rights and obligations under this Agreement to any subsidiary or affiliate, or in connection with any sale, transfer, or other disposition of all or substantially all of its business or assets on the conditions that such assignee assumes all of the assigning party's obligations herein.

Governing Law: This Agreement and any services rendered pursuant to the Agreement shall be governed by and

construed and interpreted in accordance with the laws of the State of North Carolina. The parties further agree that any claim, cause of action, lawsuit or other legal proceeding involving this Agreement, shall be instituted only in a court of competent jurisdiction in the State of North Carolina. The parties hereby consent to the jurisdiction of the courts of the State of North Carolina and waive any objection to such venue.

Severability: If any portion of this Agreement is found to violate any applicable law, then such portion of this Agreement shall be of no force or effect and shall be deemed separable, but the remainder of this Agreement shall be binding and effective as between the parties in the same manner and to the same extent as if said unlawful or illegal provision had not been contained herein.

Force Majeure: Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fire, floods, epidemics, pandemics, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party; provided, that the party so affected shall give prompt notice thereof to the other. If any such cause prevents either party from performing any of its material obligations hereunder for more than six months, the other party may then terminate this Agreement upon ninety (90) days' prior notice. Except as provided in the immediately preceding sentence, no such failure or delay shall terminate this Agreement, and each party shall complete its obligations hereunder as promptly as reasonably practicable following cessation of the cause or circumstances of such failure or delay

No Waiver: Failure by either party to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of any right or power hereunder at any time be deemed a waiver or relinquishment of any further such rights or power.

Counterparts: This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

SCOPE OF SERVICES

Irrigation Audit

An audit of the irrigation system for proper operation will be performed 1 time per month as needed. *Any necessary repairs will be billed in addition to your maintenance fee @ \$82.00 per hour plus materials (Subject to change without notice).* Any necessary repairs anticipated over \$500.00 will be reported to the owner's representative along with a request for authorization to proceed with repairs.



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 6/17/25

FROM: Heather Finnell, Town Clerk

DATE SUBMITTED: 6/6/25

ISSUE/ACTION REQUESTED:

Discussion and Possible Scheduling of a Date to Hold Interviews for Vacancies on Town Boards.

BACKGROUND/PURPOSE OF REQUEST:

There are terms expiring on Town boards in July. I recommend the Board hold interviews on Tuesday, July 15th at 4:45 p.m. for people interested in filling the vacant terms. Attached are the lists with current members and their terms.

FISCAL IMPACT: (select one)

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

CONTRACTS/AGREEMENTS: (select one)

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

N/A

FINANCE RECOMMENDATION:

N/A

TOWN MANAGER'S RECOMMENDATION:

N/A

ATTACHMENT: Current Membership of Town Boards

PLANNING AND ZONING

**TERM
EXPIRES TERM**

Ashley Royal Appointed to Aldo Rovito's Alternate Position
7/18/23
Appointed Regular Member on 08/20/24

7/1/2027 1st

Kate Day Appointed Regular Member on 08/20/24

Chad Hock Appointed Regular Member on 08/20/24

Maria Surprise Appointed Regular Member on 08/20/24

**** One of these
three terms
expires this
year per my email.**

Aldo Rovito Appointed to John Cain's Alternate Position
7/19/22
Appointed to Greg Shue's Regular Position
7/18/23

7/1/2026 1st

Mark Francis Appointed to Stu Atwell's Alternate Position
07/20/21
Reappointed Alternate Poition 7/19/22
Reappointed Alternate Position 7/18/23
Reappointe Alternate Position 08/20/24

7/1/2025

Peter Pallas Appointed to Vicki Myer's Alternate Position
7/14/15
Reappointed 7/19/16
Reappointed 7/18/17
Reappointed 7/10/18
Reappointed 7/16/19
Reappointed 07/21/20
Appointed to Bob Hunter's Regular Position
07/20/21
Appointed to Ashley Royal's Alternate Position on
08/20/24

7/1/2025

BOARD OF ADJUSTMENT APPOINTMENT & EXPIRATION DATES

NAME	SUMMARY	TERM EXPIRES	Term
Richard Griffin	Appointed to Stephen Veenker's Regular Position 7/16/19 Reappointed Regular Position 9/19/22	Jul-25	2nd
David Yarasheski	Appointed to Jack Lohman's Vacant Position	Jul-25	1st
Anne Arnold	Anne Arnold's Alternate Member Position Vacant as a result of Resolution 15-10 Reinstated March 8, 2016 Reappointed Alternate Member 07/18/17 Appointed to Larry Reinhart's vacant Regular Member position on August 20, 2019 Reappointed Regular Member July 21, 2020 Reappointed Regular Member July 18, 2023	Jul-26	2nd
MaryLou Lahren	Appointed to Cheryl Dellinger's vacant Alternate Position 10/15/19 Appointed to Ben Baker's Regular Position July 21, 2020 Reappointed Regular Member July 18, 2023	Jul-26	2nd
Phil Caldwell	Appointed to Anne Arnold's vacant Alternate Position 10/15/19 Appointed to Larry Blume's Vacant Position July 21, 2020 Reappointed Regular Member July 18, 2023	Jul-26	2nd
Rick McInturf	Appointed to Aldo Rovito's Vacant Alternate Position 7/19/22 Reappointed Alternate Position July 18, 2023	Jul-26	1st

Richard Roberts	Appointed to MaryLou's Alternate Position 7/20/2021 Reappointed Alternate Position July 18, 2023	Jul-26	2nd
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Vacant	Gerald Arnold's Vacant Position	23-Jul
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Parks & Recreation Advisory Board		Term	Term Expires
Grace Bannerman	Appointment to Becky Willis' Position 07/20/21 Reappointed 07/18/23	2nd	2026
Melanie Champion	Appointed to Karen Fleischhauer's Vacant Position 06/20/21 Reappointed 07/18/23	2nd	2026
Ray Edwards	Appointed to Suzannah Tucker's Position 08/20/24	1st	2027
Peggy Schiavone	Appointed to John McEntire Vacant Position 7/17/22 resigned July 2022	1st	2025
Mike Pearson	Appointed to Dolly Mitchell's Position 07/20/21 Reappointed 07/18/23	2nd	2026
Keith Smith	Appointed to Olivia Gomez's Vacant Position 7/19/22	1st	2025
Candace Vick	Appointed to Nick Payne's Position February 19, 2019 Reappointed 07/21/20 Reappointed 07/18/23	1st	2026