



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

**Tuesday, May 19, 2026
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, MAY 19, 2026 - 5:00 P.M.**

PUBLIC HEARING: Ordinance, 26-02, An Ordinance Amending the Holden Beach Code of Ordinances, Section 30.15 Voting and Quorums

REGULAR MEETING:

1. Invocation
2. Call to Order/ Welcome
3. Pledge of Allegiance
4. Agenda Approval
5. Public Comments on Agenda Items
6. Consent Agenda Items
 - a. Approval of Minutes
 - i. Minutes of the Special Meeting of April 10, 2026 (Pages 1 - 3)
 - ii. Minutes of the Regular Meeting of April 21, 2026 (Pages 4 - 8)
 - iii. Minutes of the Special Meeting of May 1, 2026 (Pages 9 - 10)
 - b. Police Report (Pages 11 - 17)
 - c. Inspections Department Report (Pages 18 - 21)
 - d. Finance Department Report (Pages 22 - 27)
 - e. Public Works Department Report (Pages 28 - 29)
7. Discussion and Possible Action on Ward and Smith Contract for Fiscal Year Beginning July 1, 2026 – Assistant Town Manager Ferguson (Pages 30 - 34)
8. Discussion and Possible Approval of Ordinance, 26-02, An Ordinance Amending the Holden Beach Code of Ordinances, Section 30.15 Voting and Quorums – Town Clerk Finnell (Pages 35 - 37)

9. Discussion and Possible Action on the Board of Commissioners' Vacancy – Town Clerk Finnell (Page 38)
10. Discussion and Possible Action on Agreement Between the Town and McGill Associates for Professional Services (Comprehensive Design Plan for Block Q, Jordan Boulevard and Bridge Area) – Assistant Town Manager Ferguson (Pages 39 – 49)
11. Proposal to Initiate Request for Qualifications/Request for Proposals Process for Economic and Business Planning Services Related to the Pier Property Located at 441 Ocean Boulevard West – Commissioner Smith (Pages 50 – 51, separate packet)
12. Updates and Discussion on Proposed Budget for Next Fiscal Year – Town Manager Chadwick (Page 52)
13. Town Manager's Report – Town Manager Chadwick
14. Public Comments on General Items
15. Mayor's Comments
16. Board of Commissioners' Comments
17. 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 May 19, 2026.



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS
SPECIAL MEETING
FRIDAY, APRIL 10, 2026 – 1:00 P.M.**

The Board of Commissioners of the Town of Holden Beach, North Carolina met for a Special Meeting on Friday, April 10, 2026 at 1:00 p.m. Present were Mayor J. Alan Holden; Mayor Pro Tem Page Dyer; Commissioners Sylvia Pate, Keith Smith and Tom Myers; Town Manager Bryan Chadwick; Town Clerk Heather Finnell; Assistant Town Manager Christy Ferguson; Inspections Director Tim Evans; Finance Director Daniel McRaney; Public Works Director Chris Benton; Lieutenant Frank Dilworth; and Fire Chief Doug Todd.

Mayor Holden called the meeting to order.

PUBLIC COMMENTS

Carlton Pittman said to spend Town money wisely. He would like the Board to figure out how to fund a fire station.

Will Carter said if the Town is going to spend money on the pier we should build a fortified structure. He said get a plan for the structure.

Rick Smith provided feedback on moving forward with the pier.

DISCUSSION AND POSSIBLE AWARD OF BID FOR STREET PAVING (SWORDFISH AND TUNA)

Public Works Director Benton explained two bids were received. The lowest bid was from Highland Paving. Staff recommends including the option for all of Swordfish which will be accomplished through a budget adjustment. Assistant Town Manager Ferguson added if you don't include the option, it would be from Heron Drive to the end of the cul-de-sac. The delta is \$25,000. It can be accomplished through existing resources. The Board discussed how to move forward.

Motion by Mayor Pro Tem Dyer to approve the bid to Highland Paving, including the option for all of Swordfish; second by Commissioner Smith; approved by unanimous vote.

DISCUSSION AND POSSIBLE SELECTION OF CONTRACTOR FOR THE BLOCK Q STAGE PROJECT

Assistant Town Manager Ferguson said three bids were received. Staff is recommending A.W. Babson. In the invitation to bid, it showed the bid bond was optional, so nobody included it in their bid. It will be approximately \$10,500 which would be added to the cost of the contract. The attorney has been made aware of that.

Motion by Mayor Pro Tem Dyer to approve the contract with A.W. Babson Construction to construct the stage/dance floor at Block Q and add the bid bond; second by Commissioner Smith.

Staff provided reasons for staff's recommendation of A.W. Babson and answered questions from the Board.

The motion passed unanimously.

BUDGET WORKSHOP

Assistant Town Manager Ferguson reviewed the budget calendar; the goals the Board established; and common themes and priority areas. General Fund standouts include a Board travel and training increase, the stormwater project, three vehicles and a camera system for the Police Department and a backhoe for Public Works. For the Water and Sewer Fund there is one vehicle and a decision on biosolids. The BPART Fund highlights include completing the Block Q Master Plan, completing the stage, upgrading two – three PAR course stations, funding for the Block Q Project once the plan is complete, annual maintenance activities for the beach and funding to the Beach and Inlet Capital Reserve Fund. Canal funds stay shovel ready. We have an anticipated dredge event. Staff is still working with the working group on proposed assessments.

Discussions include salaries, travel, vehicles, dues/subscriptions, street paving and setting up a separate project fund for the stormwater project. Staff will give a recommendation on establishing a separate fund at a future meeting.

In the BPART Fund the Beautification Club, debris removal, Rothschild Davis Park and the splashpad were discussed. Increasing the HB Promotion line to \$50,000 was suggested. Promotions, ADA items, and occupancy guidelines were discussed. Bathrooms, trash cans and the pickup schedule for trash were also discussed.

PIER PROPERTY DISCUSSION AND POSSIBLE DIRECTION

Town Manager Chadwick explained that since the pier property was purchased four years ago, there have been a number of recommendations, and changes for what should be done. He introduced Will Fuller and Bill Kincannon from HDR. They provided a recap of their work

with the Town on the pier. If the Board would like to look at the repair option for the pier, they can put that cost back in the scope of work. How to move forward and looking at the scope of work with HDR were discussed. Legal review of the contract between HDR and the Town will be needed. Inspections Director Evans provided information on the construction of a pier and testing piles.

Based on further discussion, the first step to move forward is an underwater study. Staff and legal will need to look at the contract to help determine if the study should be completed under HDR. Once that study is completed, the Board can decide if they would like to proceed.

ADJOURNMENT

Motion to adjourn by Commissioner Smith at 3:01 p.m.; second by Commissioner Pate; approved by unanimous vote.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS
REGULAR MEETING
TUESDAY, APRIL 21, 2026 – 5:00 P.M.**

The Board of Commissioners of the Town of Holden Beach, North Carolina met for a Regular Meeting on Tuesday, April 21, 2026 at 5:00 p.m. Present were Mayor J. Alan Holden; Mayor Pro Tem Page Dyer; Commissioners Sylvia Pate, Keith Smith and Tom Myers; Town Manager Bryan Chadwick; Town Clerk Heather Finnell; Assistant Town Manager Christy Ferguson; Inspections Director Tim Evans; Public Works Director Chris Benton; Finance Director Daniel McRainey; Police Chief Steve Barger; and Town Attorney Sydnee Moore.

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

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

Motion to approve by Commissioner Smith; second by Mayor Pro Tem Dyer; approved by unanimous vote.

PUBLIC COMMENTS ON AGENDA ITEMS

No comments were made.

CONSENT AGENDA ITEMS

Minutes of the Special Meeting of March 11, 2026 and Regular Meeting of March 17, 2026, Police Report, Inspections Department Report, Finance Department Report and Public Works Department Report

Motion by Mayor Pro Tem Dyer to approve the consent agenda; second by Commissioner Pate.

Finance Director McRainey explained revenue shown is from the prior month in response to Commissioner Smith's question.

The motion passed unanimously.

INTERVIEWS FOR VACANCY ON THE BOARD OF COMMISSIONERS

The Board interviewed Robert Brown, Regina Martin, Rick McInturf, Chad Hock and Maria Surprise for the vacant commissioner position.

DISCUSSION AND POSSIBLE ACTION ON DRAFT AGREEMENT BETWEEN THE TOWN AND MCGILL ASSOCIATES FOR PROFESSIONAL SERVICES (COMPREHENSIVE DESIGN PLAN FOR BLOCK Q, JORDAN BOULEVARD AND BRIDGE AREA)

Assistant Town Manager Ferguson said the Board selected McGill from the Request for Qualifications the Town advertised for the comprehensive plan for the Block Q/Jordan Boulevard area. A draft contract is in the packet so the Board can understand the scope of work before a price is added to the contract for the Board's review. Michael Norton from McGill Associates is in attendance if the Board has any questions.

Motion by Mayor Pro Tem Dyer to approve the draft contract; second by Commissioner Smith; approved by unanimous vote.

DISCUSSION AND POSSIBLE APPROVAL OF RESOLUTION 26-05, RESOLUTION OF INTENT TO CONSIDER AN ORDINANCE AMENDING THE HOLDEN BEACH CODE OF ORDINANCES, SECTION 30.15 VOTING AND QUORUMS AND SETTING THE DATE FOR A PUBLIC HEARING THEREON

Town Clerk Finnell explained the resolution expressed the Board's intent to update Section 30.15 of the Code of Ordinances to make it consistent with the Board's current Rules of Procedure and NCGS 160A-74. It also schedules a public hearing on the matter for May 19th at 5:00 p.m.

Motion by Mayor Pro Tem Dyer to accept Resolution 26-05; second by Commissioner Pate.

Commissioner Myers does not support the change. He said it changes the charter of the Town and there is not a driving need to make the change. Commissioner Pate thinks it makes the charter consistent with the general statute. Commissioner Smith said it just cleans it up and makes it cohesive.

The motion passed by a 3 – 1 vote with Mayor Pro Tem Dyer and Commissioners Pate and Smith voting for the motion and Commissioner Myers voting in the negative.

DISCUSSION AND POSSIBLE APPROVAL OF ENCROACHMENT AGREEMENT BETWEEN THE TOWN AND MICHAEL MCKEE

Inspections Director Evans explained the property owner made application and the Inspection Department had to turn him down. Due to the layout of the property, the project will need to be started from the Town's right-of-way. He provided details on the request and the encroachment agreement. The agreement is consistent with other agreements made in the past. Inspections Director Evans answered questions from the Board.

Motion by Mayor Pro Tem Dyer to accept the agreement about the McKee permit; second by Commissioner Smith; approved by unanimous vote.

DISCUSSION AND POSSIBLE APPROVAL OF LANDSCAPING SERVICES AND IRRIGATION MAINTENANCE CONTRACTS

Assistant Town Manager Ferguson said we received two bids. Low Tide Landscaping is the low bid. The attorney has reviewed the agreements.

Motion by Commissioner Myers that we accept the landscaping maintenance service contract with Low Tide Landscaping and direct staff to execute it; second by Commissioner Smith.

Assistant Town Manager Ferguson stated this would be effective July 1st. She does not know the company. He doesn't have any current municipal projects. Staff did a reference check and received a positive recommendation. She provided feedback on the current company. The proposed agreement has a clause that you can get out of it with 60 days' notice.

The motion passed by unanimous vote.

PUBLIC COMMENTS ON GENERAL ITEMS

Ashley Cumin would like to see enforceable safety rules to be established on home occupancy based on the number of bedrooms.

Will Carter said the pier is an economic engine for the Town. He provided feedback on the recent election and the pier.

Jim Bauer provided information on the pier and causeway and feedback on the commissioner vacancy.

Chad Hock talked about the commissioner vacancy.

Regina Martin provided information on Days at the Dock.

Martie Arrowood talked about the process for filling the commissioner vacancy.

TOWN MANAGER'S REPORT

- Ocean Boulevard Stormwater – waiting on a meeting between McGill, the Corps and the Town.
- Block Q - certificate of compliance has been issued. There are a couple of other things we are working out.
- Block Q Master Plan – the Board approved the contract.

- Block Q Stage Area – work began last week on the site.
- Halsted Park – work has started and is expected to be completed in less than 60 days.
- Lockwood Folly Bend Widener Project – dredging is scheduled to be completed within the next few days.
- Canal Dredging – plans are being made to dredge next winter. Staff is actively working with the Corps on the cost of dredge spoils disposal.
- Pier Property – the Board gave the direction to check on the status of the contract with HDR and the need to survey pier piles. There are two options, the contract with HDR is completed, but a new contract can be signed because the original RFQ included the repair option. If the Board decides to enter into a contract with HDR, they would hire a subcontractor to complete the engineering survey. The second option is the Town can do a RFQ for underwater engineering services. This would reduce the administrative overhead of 5 – 10%. The Board could then decide how to move forward. How to proceed was discussed.

Motion by Commissioner Smith that we approve option #2, we directly send out the RFQ to do the underwater study so that we would own the report; second by Commissioner Pate.

The Board talked about the report, cost estimates and potential next steps.

The motion passed by a 3 – 1 vote, with Mayor Pro Tem Dyer and Commissioners Pate and Smith voting for the motion and Commissioner Myers voting in the negative.

- Inlet Hazard Area – staff attended the recent CRC meeting and are actively involved in discussion about possible changes. As they begin the process there will be opportunity for the Town and the public to provide comments.
- Paving – will begin in early May and is planned to be completed by Memorial Day for Swordfish and Tuna.
- DA 293 Maintenance – Corps is conducting maintenance on DA 293, which is off Sailfish.
- Restroom Maintenance and Cleaning – staff is making changes and proposing other changes to help mitigate damages and maintenance of restroom facilities.
- Beach Access Trash Receptacles – staff will be moving the receptacles to the roadside of the beach accesses. This will be easier to maintain and monitor. After discussion, the majority of the Board is okay with trying it, with the exception of Commissioner Myers.
- Tax Laws – staff continues to monitor proposed changes to property tax laws at the state level. The consensus of the Board is for staff to put a letter together for Board review.
- Employee Updates – Public Works Director Benton and Public Works Technician Archibald received their pesticide licenses. Steve Barger is the new chief. Will be a meet and greet. Assistant Town Manager Ferguson received her credentialed manager certification from ICMA.

MAYOR'S COMMENTS

- Summer is almost here. Provided reminders on safety for the waterway.
- Provided information regarding dogs on the beach.

- Reminded people to make sure they have house numbers.
- June 11th 1:00 p.m. will be official ribbon cutting for the new emergency training center at the college. Other new areas are also forthcoming.
- Days at the Dock will be a big weekend.
- Looking forward to a good rental season.

BOARD OF COMMISSIONERS' COMMENTS

Mayor Pro Tem Dyer

- 2nd pickup will start the Saturday before Memorial Day.
- Reminded everyone about the burn ban.
- Playground is beautiful. Heard a lot of positive comments.
- Great to see the stage starting to go up at Block Q.
- Don't forget Days at the Dock. Come out to support small businesses in our community.

Commissioner Pate

- Thanked everyone for coming out and online.
- Encouraged everyone to come out to Days at the Dock. Need to support the community.
- The general statute says the Board is supposed to appoint the commissioner. It is their obligation.

Commissioner Smith

- Thanked God that this is where he lives and for the people who built the bridge and fought to get it up.

Commissioner Myers

- Thanked the candidates who offered to serve the Town.
- Thanked everyone participating in person and online.

ADJOURNMENT

Motion by Mayor Pro Tem Dyer to adjourn at 7:15 p.m.; second by Commissioner Pate; approved by unanimous vote.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS
SPECIAL MEETING
FRIDAY, MAY 1, 2026 – 1:00 P.M.**

The Board of Commissioners of the Town of Holden Beach, North Carolina met for a Special Meeting on Friday, May 1, 2026 at 1:00 p.m. Present were Mayor J. Alan Holden; Mayor Pro Tem Page Dyer; Commissioners Sylvia Pate and Keith Smith; Town Manager Bryan Chadwick; Town Clerk Heather Finnell; Inspections Director Tim Evans; Finance Director Daniel McRaney; Public Works Director Chris Benton; Police Chief Steve Barger and Lieutenant Frank Dilworth. Commissioner Tom Myers and Assistant Town Manager Christy Ferguson attended via telephone.

Mayor Holden called the meeting to order.

PUBLIC COMMENTS

Carlton Pittman would like the Board to move forward with a fire station as soon as possible.

BUDGET WORKSHOP

Assistant Town Manager Ferguson reviewed the budget calendar, the Board's goals and budget priority areas. The tax rate is proposed to stay the same at 14 cents per hundred dollars of valuation. Challenges include unknown assistance from other levels of government and inflation. The budget aligns with the Board's outlined priority areas.

Highlights for the General Fund include stormwater design, permitting and construction, police vehicles and body cameras, additional certifications for personnel, street paving and a backhoe.

The Water & Sewer Fund is shown as balanced. Highlights include a cooling solution for lift station 1, water system repair parts at \$120,000 and new tap construction at \$70,000.

In Fund 31, staff has done some work with the county on the BioSolids Project. Staff is suggesting that the Town expend \$2.8 million upfront. That would be an advance payment based on flow. It is a hybrid option where the Town would still be paying in advance for flow, but the county is taking into account 3% interest so that it doesn't harm the other municipalities participating in the system.

Fund 35 is remaining for now, but we have completed all obligations and have closed out with the federal and state government so we anticipate it will be closed out prior to the next budget.

In BPART, there is \$761,654 that the Board can decide how they would like to spend. Highlights include completing the Block Q Master Plan; upgrading the PAR course; funding for Block Q projects as available; annual maintenance activities for the beach; bathroom and trash concerns being addressed; and a \$500,000 transfer to the Beach Inlet Capital Reserve Fund.

The canal dredging budget remains shovel ready. We believe that we will need to entertain Scotch Bonnet as a location for dredge spoils, as well as continuing to research use of DA 292 for the upcoming dredge event.

Assistant Town Manager Ferguson provided information on the funds in the capital reserve funds.

Since the slides were prepared, staff met with the Corps and McGill. Based on the timeline and discussion, we believe by June 30, 2027 we will only spend \$1.5 million in next year's budget, instead of \$2.4 million. That would bring the General Fund delta to \$300,122. Staff is recommending that come from fund balance. The other change is that for the McGill Master Plan for Block Q, \$31,000 more needs to be carried forward based on timing.

For the BPART Fund if the Board chooses, they could take what is available and spend \$200,000 - \$300,000 for fire station design; \$250,000 in the pier line which would allow work to be finished on the underwater study and either engineering or demolition depending on the results of the study; and put the maximum allowed for available to appropriate. How to appropriate the \$761,654 of BPART funds was discussed.

The consensus is to go with staff's recommendations.

Town Manager Chadwick said the Water & Sewer Fund is balanced. There is nothing available to put away for the future. The sewer capital fee is going down to \$218 from \$422. You could increase rates a little within that amount. Capital needs have been identified. A new water tower and water lines were discussed. Options for increasing rates to prepare for capital needs in the future were reviewed, to include increasing the base charge or doing away with the free 2,000 gallons. Looking at numbers for providing 1,000 gallons was suggested. Keeping it revenue neutral was discussed. Staff will look at the numbers and share options with the Board in the budget message. Any revisions can be made by the Board at the June meeting.

ADJOURNMENT

Motion by Mayor Pro Tem Dyer to adjourn at 1:47 p.m.; second by Commissioner Pate; approved by unanimous vote.

ATTEST:

J. Alan Holden, Mayor

Heather Finnell, Town Clerk



Holden Beach Police Department

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

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Calls For Service (April 2026)

Printed on May 8, 2026

Descriptions	Totals	
Alarm (SIG45 Signal 45)	9	9
Allergies or Envenomations [Delta]	1	1
Animal Bites or Attacks [Alpha]	1	1
Animal Control Call	11	11
Assist Other Agency (EMS); Disturbance or Disorderly Subject	1	1
Attempt to Locate (ATL)	7	7
Back Pain [Alpha]	1	1
Breaking and Entering in Progress (10-62 x62)	2	2
Breathing Problems [Delta]	2	2
Call By Phone (10-21Law x21L)	17	17
Call By Phone (10-21Law x21L); Animal Control Call	1	1
Careless & Reckless (C&R)	5	5
Careless & Reckless (C&R); Call By Phone (10-21Law x21L)	1	1
Chest Pain or Discomfort [Delta]	1	1
Coastal Water Rescue [Delta]	1	1
Coastal Water Rescue (Multiple) [Delta]	1	1
Commercial or Industrial Fire Alarm [Charlie]	1	1
Convulsions or Seizures [Alpha]	1	1
Convulsions or Seizures [Delta]	1	1
DCI Transaction; Take Written Report (10-92 x92)	1	1

Descriptions	Totals	
Debris in Roadway	1	1
Disabled Motorist (10-87 x87)	4	4
Disturbance or Disorderly Subject	1	1
Domestic Disturbance (10-82 x82)	2	2
Escort or Convoy (10-59 x59)	1	1
Falls [Alpha]	1	1
Falls [Bravo]	2	2
Falls [Delta]	1	1
Fight in Progress (10-40 x40)	2	2
Fire Alarm [Bravo]	1	1
Gas Leak or Odor [Bravo]	1	1
Give Subject a Ride (10-5 x5)	1	1
Good Intent Call (Lift Assist)	1	1
Heat Exposure [Alpha]	1	1
Hemorrhage [Bravo]	1	1
Hit and Run (Property Damage Only 10-54 x54)	1	1
Improperly Parked Vehicle (10-70 x70)	9	9
Information or Message Delivery (10-14 x14)	2	2
Investigation (Law)	5	5
Investigation (Law); Animal Bites - Attacks	1	1
Keys In Vehicle or Lockout	2	2
Lift Assist (No Injury) [Alpha]	1	1
Lost or Found Property	4	4

Descriptions	Totals	
Meet with Complainant (10-83 x83)	19	19
Meet with Subject or Officer (10-25 x25)	11	11
Noise Complaint	3	3
Open Door	2	2
Overdose or Poisoning (Accidental) [Delta]	1	1
Prowler (10-76 x76)	1	1
Prowler (10-76 x76); Call By Phone (10-21Law x21L)	1	1
Service Call [Alpha]	1	1
Service Call [Alpha]; Falls [Alpha]	1	1
Shots Fired (10-96 x96)	1	1
Sick Person [Charlie]	1	1
Single Residential Fire Alarm [Bravo]	3	3
Single Residential Structure Fire [Delta]	1	1
Special Check - Business - Residence (10-79 x79)	420	420
Special Operations Assignment (Signal 55 SIG55)	5	5
Stopping Vehicle (10-61 x61)	54	54
Stroke or TIA [Charlie]	1	1
Suspicious Vehicle or Subject (10-60 x60)	15	15
Take Written Report (10-92 x92)	6	6
Traffic Accident (Property Damage Only 10-50PD x50PD)	2	2
Traffic Control (10-58 x58)	2	2
Traffic Incident [Bravo]	1	1
Traffic Incident (Pinned) [Delta, HeavyR]	1	1

Descriptions	Totals	
Trespassers	3	3
Water or Sewer Problems	6	6
Welfare Check	1	1
	3	3
Totals	678	678



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HBPD Monthly Report (April 2026)

Printed on May 8, 2026

Reported	Case Number	Address	Offenses	Disposition
04/01/26 09:11	HBP26-00017	152 OCEAN BLVD W	14-51 - SECOND DEGREE BURGLARY; 14-127 - INJURY TO REAL PROPERTY	Further Investigation
04/08/26 18:04	HBP26-00018	318 BRUNSWICK AVE	STRUCTURE FIRE - NO CRIME	Closed - Unfounded
04/09/26 12:25	HBP26-00019	320 BRUNSWICK AVE	STRUCTURE FIRE - NO CRIME	Closed - Unfounded
04/11/26 08:45	HBP26-00021	121 BRUNSWICK AVE	14-132(A)(2) - DEFACING PUBLIC BUILDING	Closed - Leads Exhausted
04/14/26 08:21	HBP26-00023	1355 OCEAN BLVD W	Larceny	Closed - Unfounded
04/15/26 16:36	HBP26-00024	1193 OCEAN BLVD W	14-127 - INJURY TO REAL PROPERTY	Closed - Resolved by Parties
04/27/26 16:43	HBP26-00026	110 ROTHSCCHILD ST	Found Property	Closed - Located
04/27/26 19:26	HBP26-00027	112 QUINTON ST	OVERDOSE (NON-LETHAL)	Closed - Prosecution Declined
04/28/26 18:29	HBP26-00028	115 DEAL DR	14-4 - LOCAL ORDINANCE VIOLATION; Dog Bite	Closed - Resolved by Parties

Total Records: 9



Holden Beach Police Department

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State Citation (April 2026)

Printed on May 8, 2026

Date	Ticket #	Statutes/Charges	Style
04/02/26	47J6779	20-7(A) - NO OPERATORS LICENSE	ES - Van, Van Trailer,
04/06/26	J260220	20-183.3 - INSP STICKER NO INSPECTION; 20-111(2) - EXPIRED REGISTRATION CARD/TAG	Car
04/06/26	47J6781	20-141(B) - SPEEDING	Car
04/06/26	47J6780	20-7(A) - NO OPERATORS LICENSE; 20-141(B) - SPEEDING	Truck
04/07/26	731J752	20-111(1) - DRIVE/ALLOW MV NO REGISTRATION; 20-309 - NO LIABILITY INSURANCE	Car
04/10/26	731J753	20-111(2) - EXPIRED REGISTRATION CARD/TAG	Car
04/12/26	731J754	20-146(D)(1) - FAIL MAINTAIN LANE CONTROL	SUV
04/15/26	47J6782	20-111(2) - EXPIRED REGISTRATION CARD/TAG	Truck
04/16/26	731J755	20-111(2) - EXPIRED REGISTRATION CARD/TAG	CV - Convertible
04/20/26	47J6783	20-141(B) - SPEEDING	Car
04/21/26	731J756	20-111(2) - EXPIRED REGISTRATION CARD/TAG	Truck
04/24/26	731J757	20-111(2) - EXPIRED REGISTRATION CARD/TAG; 20-183.8(A)(1) - EXPIRED/NO INSPECTION	ES - Van, Van Trailer,
04/25/26	47J6784	20-141(B) - SPEEDING	SUV
04/26/26	731J758	20-154(A) - IMPROPER BACKING; 20-166(C)(1) - HIT/RUN LEAVE SCENE PROP DAM	SUV

Date	Ticket #	Statutes/Charges	Style
04/30/26	47J6785	20-111(2) - EXPIRED REGISTRATION CARD/TAG; 20-183 8(A)(1) - EXPIRED/NO INSPECTION	PK - Pickup

Total Records: 15

Permit Report

04/01/2026 - 04/30/2026

Issued Date	Permit #	Permit Type	Project Cost	Total Fees	Total Payments
4/1/2026	260228	Repair	1,200	\$125.00	
4/1/2026	260229	Repair	13,915	\$200.24	\$200.24
4/1/2026	260230	Swimming Pool	101,047	\$1,134.42	\$1,134.42
4/1/2026	260231	Plumbing	3,500	\$100.00	\$100.00
4/2/2026	260232	Zoning	50	\$50.00	\$50.00
4/6/2026	260233	Zoning	50	\$50.00	\$50.00
4/6/2026	260234	Repair	27,803	\$325.23	\$325.23
4/6/2026	260235	No Permit Required	4,200		
4/8/2026	260236	Repair	18,000	\$187.00	\$187.00
4/8/2026	260237	Zoning	1,800	\$50.00	\$50.00
4/8/2026	260238	Mechanical	9,500	\$100.00	\$100.00
4/8/2026	260239	Mechanical	9,800	\$100.00	\$100.00
4/8/2026	260240	Mechanical	19,064	\$100.00	\$100.00
4/8/2026	260241	Electrical	1,500		
4/8/2026	260242	Mechanical	9,000		
4/8/2026	260243	Zoning	50	\$50.00	\$50.00
4/10/2026	260244	Repair	10,000	\$225.00	\$225.00
4/10/2026	260245	Swimming Pool	91,000	\$2,044.00	\$2,044.00
4/10/2026	260246	Gas	1,000	\$100.00	\$100.00
4/10/2026	260247	Mechanical	10,331	\$200.00	
4/10/2026	260248	Mechanical	8,150	\$100.00	\$100.00
4/13/2026	260249	New Construction	349,154		
4/13/2026	260250	Electrical	1,500	\$175.00	\$175.00
4/13/2026	260251	Mechanical	9,000	\$100.00	\$100.00
4/14/2026	260252	Electrical	2,800	\$175.00	\$175.00
4/14/2026	260253	Mechanical	23,950		
4/14/2026	260254	Mechanical	9,340	\$100.00	\$100.00
4/14/2026	260255	Mechanical	9,200	\$100.00	\$100.00
4/14/2026	260256	Mechanical	10,265	\$100.00	\$100.00
4/14/2026	260257	Mechanical	10,870	\$100.00	\$100.00
4/14/2026	260258	Mechanical	8,557	\$100.00	\$100.00
4/14/2026	260259	Gas	930	\$100.00	\$100.00
4/14/2026	260260	Mechanical	10,328	\$100.00	\$100.00
4/14/2026	260261	Electrical	2,500	\$175.00	\$175.00
4/15/2026	260262	Repair	7,500	\$362.50	\$362.50
4/15/2026	260263	Mechanical	4,000	\$200.00	\$200.00
4/15/2026	260264	Repair	35,000	\$340.00	\$340.00
4/15/2026	260265	Repair	13,000	\$192.00	\$192.00
4/15/2026	260266	Repair	20,000	\$205.00	\$205.00
4/15/2026	260267	Repair	4,500	\$125.00	\$125.00

4/15/2026	260268	House Moving	1,175	\$1,175.00	
4/15/2026	260269	Bulkhead	24,000	\$241.00	\$241.00
4/15/2026	260270	Mechanical	6,400	\$100.00	\$100.00
4/15/2026	260271	Electrical	2,000	\$175.00	\$175.00
4/15/2026	260272	Electrical	2,000	\$175.00	\$175.00
4/17/2026	260273	Repair	44,000	\$421.00	\$421.00
4/17/2026	260274	Electrical	500	\$100.00	\$100.00
4/17/2026	260275	Repair	62,000	\$583.00	\$583.00
4/17/2026	260276	Repair	5,000		
4/17/2026	260277	Repair	75,000	\$810.00	\$810.00
4/17/2026	260278	Repair	19,000	\$196.00	\$196.00
4/17/2026	260279	Swimming Pool	81,000	\$954.00	\$954.00
4/20/2026	260280	Zoning	25	\$25.00	\$25.00
4/20/2026	260281	Repair	28,000	\$277.00	
4/20/2026	260282	Repair	6,000	\$175.00	\$175.00
4/20/2026	260283	Demolition	25	\$25.00	\$25.00
4/20/2026	260284	Plumbing	2,000	\$100.00	\$100.00
4/21/2026	260285	Zoning	50	\$50.00	\$50.00
4/21/2026	260286	Zoning	50	\$50.00	\$50.00
4/21/2026	260287	No Permit Required	28,000		
4/21/2026	260288	New Construction	23,750	\$388.75	\$388.75
4/21/2026	260289	Mechanical	12,700	\$100.00	\$100.00
4/21/2026	260290	Mechanical	7,990	\$100.00	\$100.00
4/21/2026	260291	Mechanical	16,900	\$200.00	\$200.00
4/21/2026	260292	Mechanical	6,989	\$100.00	\$100.00
4/21/2026	260293	Mechanical	8,580	\$100.00	\$100.00
4/21/2026	260294	Zoning	25	\$25.00	
4/21/2026	260295	Zoning	25	\$25.00	\$25.00
4/22/2026	260296	Zoning	25	\$25.00	\$25.00
4/22/2026	260297	Repair	15,000	\$260.00	\$260.00
4/22/2026	260298	Repair	12,000	\$133.00	\$133.00
4/23/2026	260299	Mechanical	10,331	\$100.00	\$100.00
4/23/2026	260300	Mechanical	7,890	\$100.00	\$100.00
4/23/2026	260301	Mechanical	10,830	\$100.00	\$100.00
4/23/2026	260302	Mechanical	25,100	\$200.00	\$200.00
4/23/2026	260303	Single Family Construction	1,209,000	\$15,505.47	\$15,505.47
4/23/2026	260304	Gas	3,625	\$100.00	\$100.00
4/28/2026	260305	Boat Lift	175,000	\$1,700.00	\$1,700.00
4/28/2026	260306	Electrical	2,500	\$175.00	\$175.00
4/28/2026	260307	Zoning	25	\$25.00	\$25.00
4/28/2026	260308	Repair	116,547	\$1,073.92	\$1,073.92
4/28/2026	260309	Mechanical	9,040	\$100.00	\$100.00
4/28/2026	260310	Mechanical	13,470	\$200.00	\$200.00
4/28/2026	260311	Mechanical	9,240	\$100.00	

4/28/2026	260312	Mechanical	8,195	\$100.00	\$100.00
4/28/2026	260313	Swimming Pool	105,585	\$2,175.27	\$2,175.27
4/29/2026	260314	Swimming Pool	94,938	\$1,079.44	\$1,079.44
4/29/2026	260315	Mechanical	10,161	\$100.00	\$100.00
4/29/2026	260316	Mechanical	9,450	\$100.00	
4/29/2026	260317	Electrical	2,000	\$175.00	
			\$3,186,490.00	\$38,288.24	\$36,111.24

PERMIT SUMMARY REPORT

COMMERCIAL

Count 2
Total Fees \$50.00
Fees Paid \$50.00
Total Project Cost \$350,954.00

RESIDENTIAL

Count 88
Total Fees \$38,238.24
Fees Paid \$36,061.24
Total Project Cost \$2,835,563.00

TOTAL

Count 90
Total Fees \$38,288.24
Fees Paid \$36,111.24
Total Project Cost \$3,186,490.00

ACTIVE NEW HOME PERMITS = 28

OTHER ACTIVE PERMITS= 528

PERMITS ISSUED OVER \$30,000 = 90 (AMOUNT INCLUDED IN ACTIVE TOTAL)

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

PERMITS - SUBSTANTIAL IMPROVEMENTS = 2 (AMOUNT INCLUDED IN ACTIVE TOTAL)

PERMITS ISSUED WAITING PICK UP =32

TOTAL PERMITS= 588

PERMITS IN REVIEW= 9

CAMA ISSUED= 5

CAMA EXEMPTIONS= 5

ZONING ISSUED =15

NOTICE OF VIOLATIONS= 1

DELINEATIONS=6

CAMA SITE INSPECTIONS=17

PERMITS ISSUED THIS MONTH= 90

REINSPECTION FEES = \$600

PERMITS SERVICED FOR INSPECTIONS FROM 4/1/26-4/30/26= 114

TOTAL INSPECTIONS MADE= 256

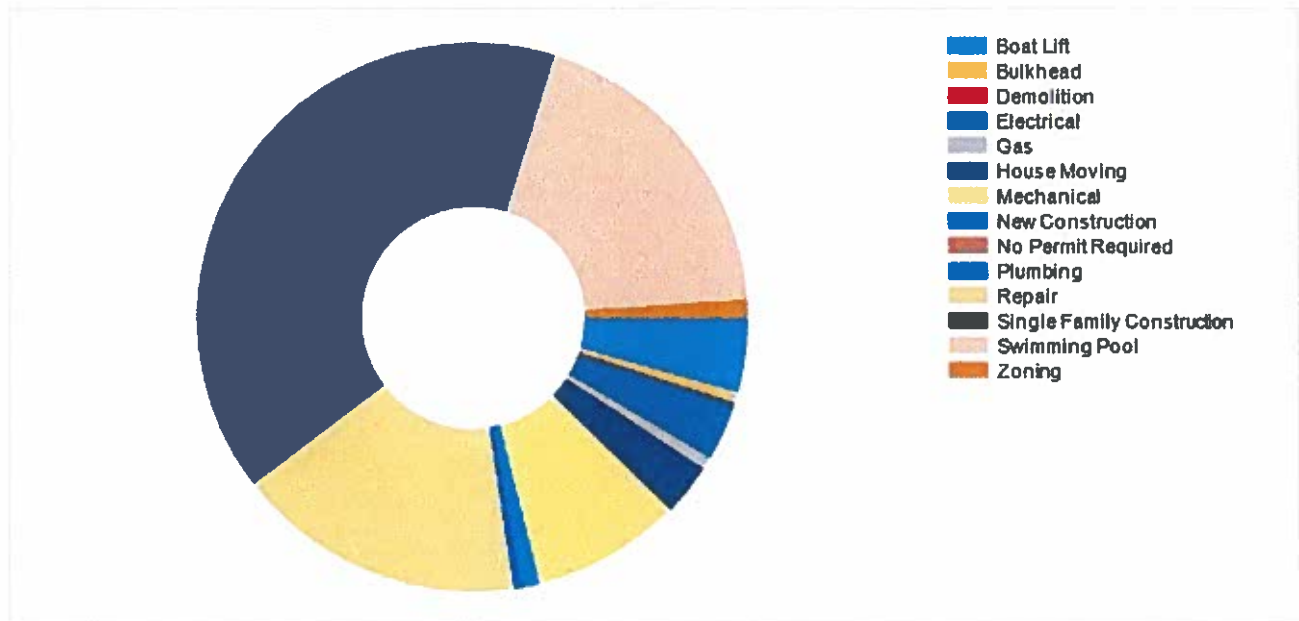


Permit Type Report

Permit Date
04/01/2026 to 04/30/2026

Description	Fees	Fees	Permits
Boat Lift	\$1,700.00	1,700.00	1
Bulkhead	\$241.00	241.00	1
Demolition	\$25.00	25.00	1
Electrical	\$1,325.00	1,325.00	9
Gas	\$300.00	300.00	3
House Moving	\$1,175.00	1,175.00	1
Mechanical	\$3,400.00	3,400.00	31
New Construction	\$388.75	388.75	2
No Permit Required	\$0.00	0.00	2
Plumbing	\$200.00	200.00	2
Repair	\$6,574.89	6,574.89	20
Single Family Construction	\$15,505.47	15,505.47	1
Swimming Pool	\$7,387.13	7,387.13	5
Zoning	\$425.00	425.00	11
Total	\$38,647.24	38,647.24	90

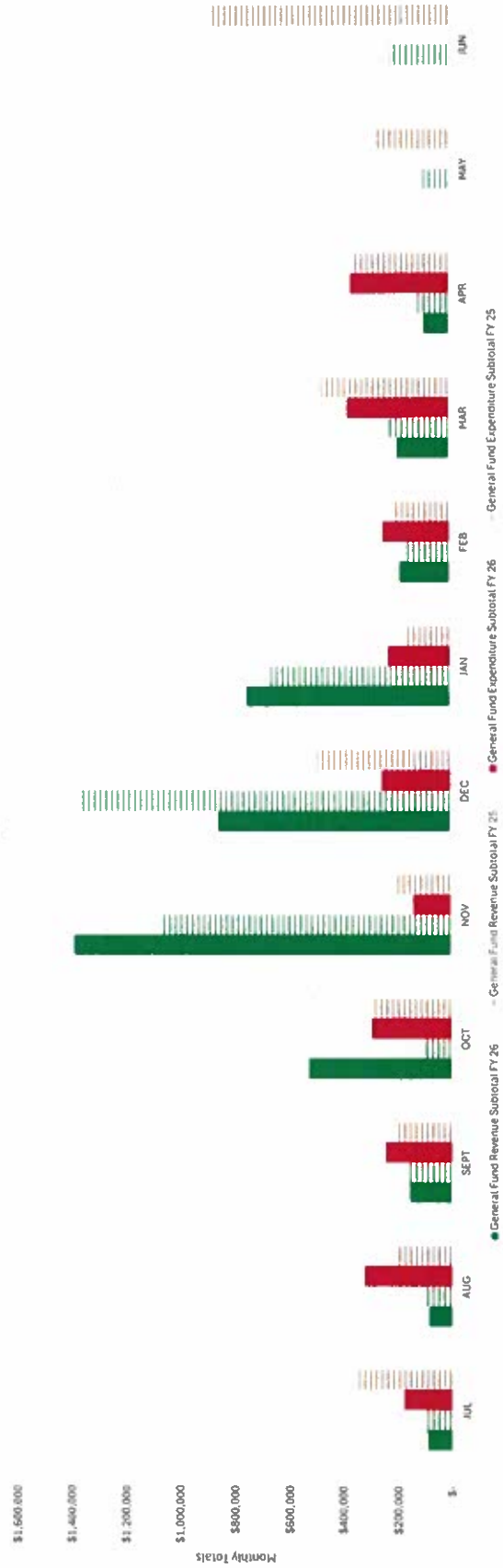
Fees Breakdown



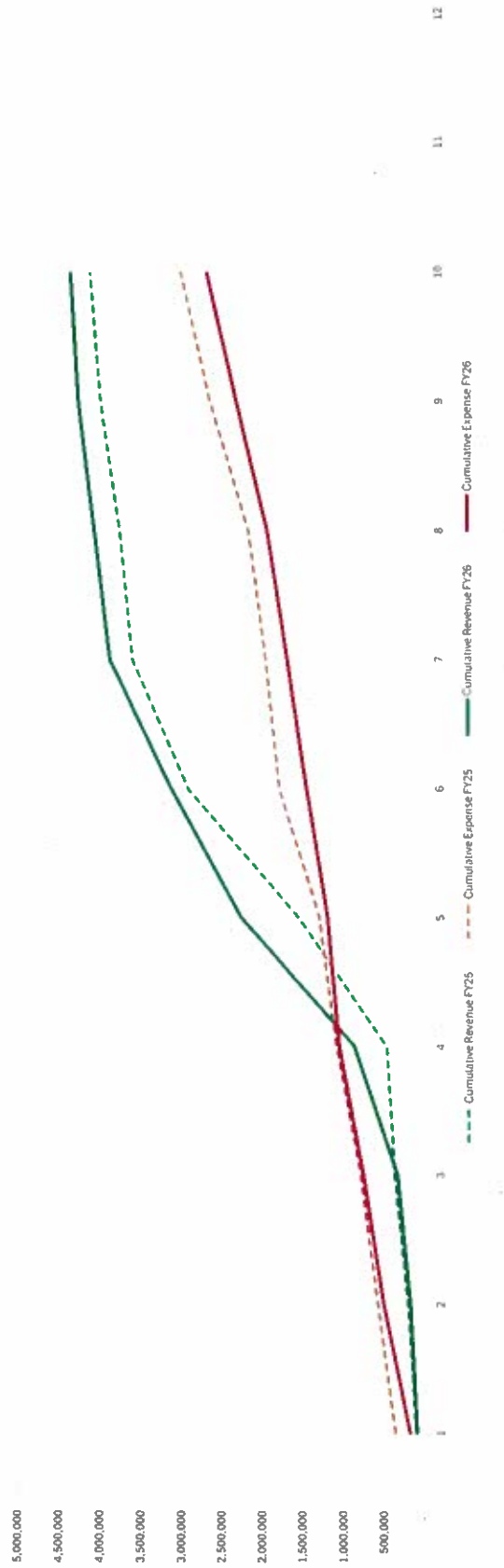
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Month	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
General Fund Revenue Subtotal FY 26	92,175	85,318	155,996	525,827	1,389,476	858,632	750,977	185,000	194,497	93,022		
General Fund Revenue Subtotal FY 25	102,467	100,308	165,835	100,037	1,073,329	1,361,352	677,885	196,355	229,150	125,464		216,414
General Fund Expenditure Subtotal FY 26	179,259	323,707	246,325	293,810	141,605	255,842	229,972	247,207	375,385	363,211		
General Fund Expenditure Subtotal FY 25	359,130	216,065	209,110	294,542	205,814	491,517	164,035	206,126	471,342	361,913		874,929
Cumulative Revenue FY25	102,467	202,774	368,609	468,646	1,541,975	2,903,327	3,581,212	3,737,567	3,966,717	4,092,181		
Cumulative Expense FY25	359,130	575,196	784,306	1,078,848	1,284,661	1,776,179	1,940,214	2,146,340	2,617,682	2,979,595		
Cumulative Revenue FY26	92,175	177,493	333,489	859,316	2,248,792	3,107,424	3,858,401	4,043,401	4,237,898	4,330,920		
Cumulative Expense FY26	179,259	502,966	749,291	1,043,101	1,184,706	1,440,548	1,670,520	1,917,727	2,293,112	2,656,323		

GENERAL FUND

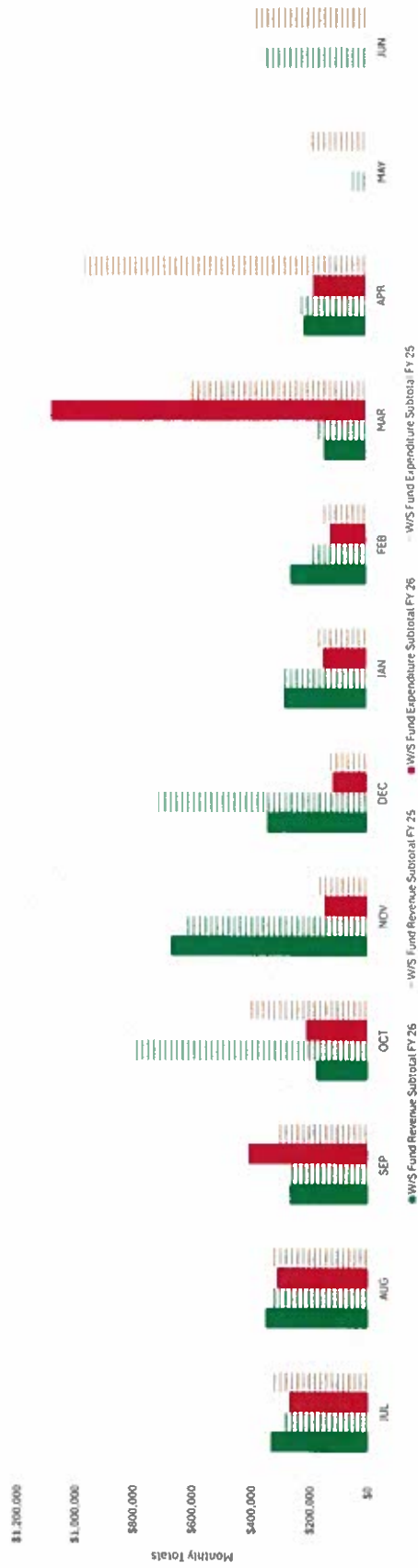


GENERAL FUND

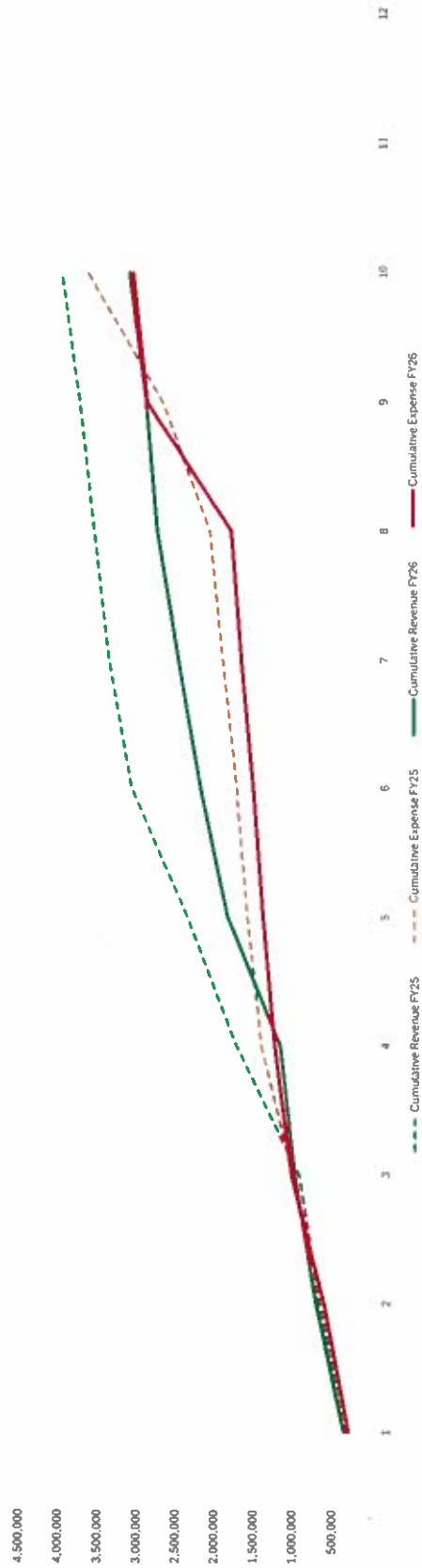


Month	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
W/S Fund Revenue Subtotal FY 26	333,945	350,710	270,032	179,002	673,084	345,088	285,472	263,142	145,633	215,854		
W/S Fund Revenue Subtotal FY 25	297,561	336,326	266,084	807,150	626,767	714,498	288,442	186,327	178,205	228,786		
W/S Fund Expenditure Subtotal FY 26	271,871	312,915	410,002	213,739	146,436	118,777	149,534	125,506	1,080,692	181,584	48,520	358,005
W/S Fund Expenditure Subtotal FY 25	334,838	334,172	304,794	406,181	174,251	141,836	171,251	162,329	598,753	966,050	195,864	380,970
Cumulative Revenue FY25	297,561	633,887	899,871	1,707,120	2,333,887	3,048,385	3,336,827	3,523,154	3,701,359	3,930,145		
Cumulative Expense FY25	334,838	669,011	973,805	1,379,985	1,554,237	1,696,073	1,967,324	2,029,653	2,628,406	3,594,456		
Cumulative Revenue FY26	333,945	684,855	954,887	1,133,889	1,806,773	2,151,860	2,437,332	2,700,474	2,846,107	3,061,961		
Cumulative Expense FY26	271,871	584,786	994,788	1,208,527	1,354,963	1,473,740	1,623,274	1,748,780	2,829,472	3,011,056		

Water/Sewer Fund

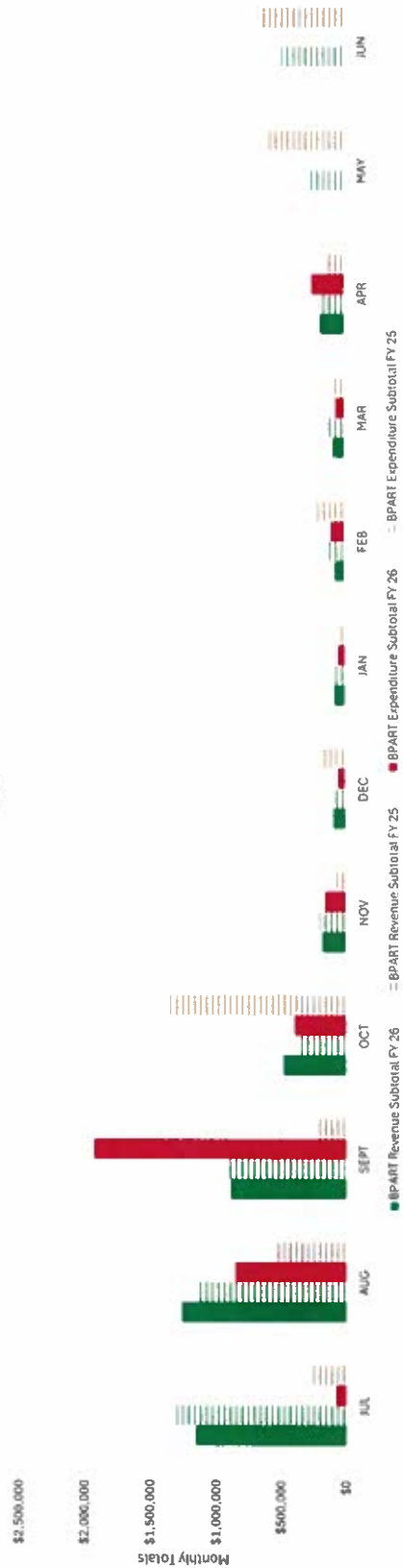


WATER/SEWER FUND

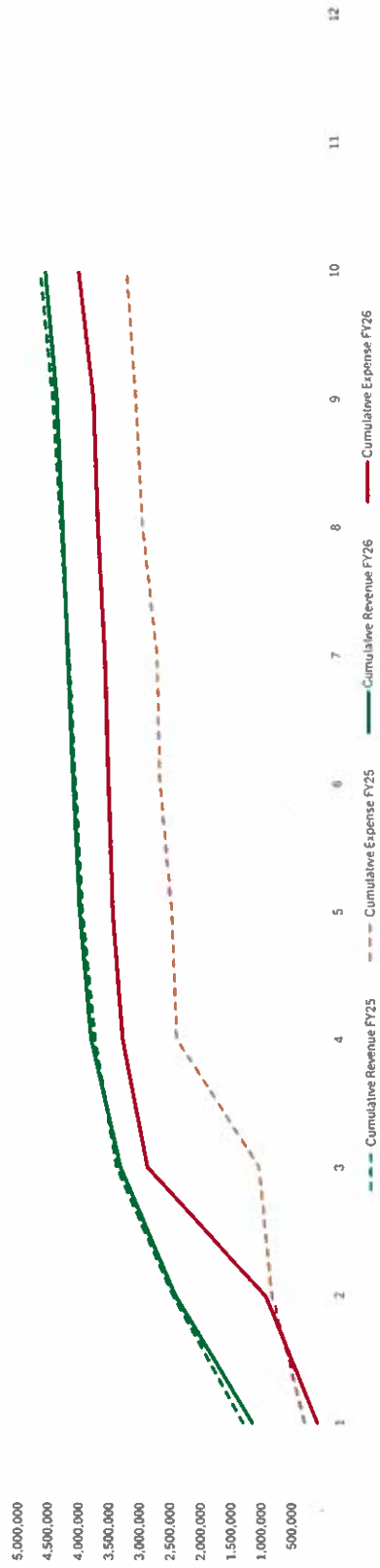


Month	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
BPART Revenue Subtotal FY 26	1,152,401	1,261,426	883,992	481,162	182,860	96,170	79,750	74,442	87,167	184,375		
BPART Revenue Subtotal FY 25	1,306,078	1,148,406	909,955	352,616	203,612	106,517	91,553	127,945	124,089	199,054	287,529	478,731
BPART Expenditure Subtotal FY 26	76,488	650,588	1,929,011	395,097	160,330	55,713	50,680	105,256	62,654	246,967		
BPART Expenditure Subtotal FY 25	278,616	532,711	207,063	1,352,762	71,478	183,444	35,007	228,562	100,385	145,428	607,028	657,700
Cumulative Revenue FY25	1,306,078	2,454,484	3,364,439	3,717,055	3,920,667	4,027,184	4,118,737	4,246,682	4,370,771	4,569,825		
Cumulative Expense FY25	278,616	811,327	1,018,390	2,371,152	2,442,630	2,626,074	2,661,081	2,889,643	2,990,028	3,135,456		
Cumulative Revenue FY26	1,152,401	2,413,827	3,297,819	3,778,981	3,961,841	4,058,011	4,137,761	4,212,203	4,299,370	4,483,745		
Cumulative Expense FY26	76,488	927,076	2,856,087	3,251,184	3,411,514	3,467,227	3,517,907	3,623,163	3,695,817	3,832,884		

BPART



BPART



Holden Beach Public Works Monthly Report

Date: 05/08/26

To: Board of Commissioners

From: Public Works Department

1. Department Overview

The Public Works Department continues to focus on maintaining the quality of life for residents and visitors to Holden Beach through consistent operations and upkeep of town infrastructure. Our activities this month included routine maintenance, repairs, and preparedness for weather events.

2. Key Activities and Accomplishments

a) Maintenance & Repairs

- **Access Showers:** Crew completed repairs on all access showers.
- **Vac Station repair:** Crew replaced a second vac pump at station 1.
- **Dredge Spoil Areas:** Crew is going through and mowing the dykes around these areas to make inspection and Mosquito Spraying easier.
- **Flower Bed:** Crew installed new landscape lighting in the flower bed beside the candy shop on Jordan Blvd.
- **Lift Station 4** now has air conditioning. This will help keep the pumps cooler in the summer and make the station run more efficiently.

b) Holiday Prep

- **Days at the Dock:** Crew swept and cleaned area for the vendors and set up the barricades

c) Water and Sewer

- **Water Meters:** Crew installed 12 new water services this month. Crew repaired over 40 meters that were not working properly.
- **Water Leaks:** We had only 1 water leak this month.
- **Sewer Pits:** 0 new sewer service installed. But we fired up 3 new ones
- **Service Calls:** Crew ran close to 40 service calls this month. This included calls just to speak with a customer or cut the water on and off, sewer pit calls, etc.
- **Vac Stations:** Crew walked, visually inspected, and manually fired every pit on Station 2 area

- **Meter Training:** Crew had some meter training through Sensus to help us better troubleshoot and diagnose trouble meters.
-

3. Capital Projects & Long-Term Maintenance

a) Ongoing Projects

- **Meter Maintenance:** We are continuing to repair and replace meters in effort to get the reread numbers down.
- **Station 3:** There is still a few repairs needed at station 3 due to the car crashing into the transformer.

b) Upcoming Projects

- **Station 1:** We are looking to replace vacuum pumps in Station 1 (2 down @ to go) and re plumb the station as we go.
 - **We are currently in the process of getting bid trying to get air conditioning in Vac Station 1.**
-

4. Conclusion

The Public Works Department remains committed to serving the Holden Beach community with quality, timely services. Our team is focused on ensuring safety, cleanliness, and effective infrastructure. We continue to work diligently on ongoing projects and are prepared to tackle any issues that arise in the future.

Submitted by:
Chris Benton
Director of Public Works
Holden Beach



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 5/19/26

FROM: Assistant Manager Ferguson

DATE SUBMITTED: 5/7/26

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 checked="" type="checkbox"/>	NO <input type="checkbox"/> N/A
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ADVISORY BOARD RECOMMENDATION: N/A

FINANCE RECOMMENDATION: Recommend renewing contract.

TOWN MANAGER'S RECOMMENDATION: Approve contract with Ward & Smith.

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

March 2, 2026

VIA EMAIL (bryan.chadwick@hbtownhall.com)

Bryan Chadwick, Town Manager
Town of Holden Beach
110 Rothschild Street
Holden Beach, NC 28462

RE: Town of Holden Beach

Dear Manager Chadwick:

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 Assistant Manager, 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 and dredging funding; (3) advocating for Category G recreational beaches to remain funded under FEMA, along with obtaining a better understanding of proposed changes from the Congressional delegation's perspective; (4) advocating for beneficial use of dredged material placement; (5) exploring potential funding for stormwater assistance, the pier and other Town projects as mutually agreed upon, where and when appropriate; (6) Other federal advocacy projects as mutually agreed upon. 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 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.

WARD AND SMITH, P.A.

Bryan Chadwick, Town Manager
March 2, 2026
Page 2

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, 2026, through June 30, 2027. Out-of-pocket expenses and costs relating to our representation are not included in the monthly fee, but will be billed separately as incurred. 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.

Billing

Normally, we will prepare and send our statements monthly. Payment will be due upon receipt. Statements outstanding more than thirty (30) days from the date of the invoice will be assessed a late charge at the rate reflected on the statements. If payment is not received in a timely manner, we may suspend rendering services, notify you of our suspension, and proceed to withdraw from representation. You will be responsible for paying any final balance due and owing within fifteen (15) days of receipt of our final statement.

You agree to review each statement promptly and advise Ward and Smith, P.A. in writing of any questions with regard to the statement within fifteen (15) days of receipt of such statement, following which we will attempt to resolve any such questions. If no questions are raised by you within the fifteen (15) day time period, you will be deemed to have accepted the statement as presented and have agreed to pay the statement in full.

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.

Termination of Representation

Our representation may be terminated by either party at any time for any reason. To terminate representation, the party electing to terminate must provide the other party with written notice. The provisions regarding fees in this letter shall continue to apply. Termination shall not excuse us from refunding any overpayment, nor shall it excuse you from promptly paying any balance due.

WARD AND SMITH, P.A.

Bryan Chadwick, Town Manager
March 2, 2026
Page 3

Social Media

Social media may affect this matter. We strongly advise you to refrain from any social media activity that relates to or touches on the issues for which we are being retained. We recommend that the matter for which you have retained us not be addressed by you in any social media. We also recommend that you discourage any third party from addressing this matter in any form of social media. In addition, while you may restrict or limit others' access to your social media, do not delete, alter, or otherwise remove any social media without first consulting with us.

Use of Generative Artificial Intelligence

Our firm uses secure technology tools, including generative artificial intelligence, to help deliver timely and cost-effective legal services. We evaluate the security, confidentiality, and data-handling practices of any AI vendor we use and implement contractual and technical controls appropriate to the sensitivity of your information. We do not input your confidential information into any system that would permit its reuse for training or disclosure to third parties without your authorization. All AI-assisted work product is reviewed and validated by our attorneys, who exercise independent professional judgment before any analysis or document is relied upon, filed, or sent on your behalf. You may instruct us at any time to restrict our use of generative AI tools for your matters. While Ward and Smith, P.A. may utilize secure technology tools, including generative artificial intelligence, we strongly advise that you refrain from submitting any information or communication about this matter to any online generative artificial intelligence platform (e.g., ChatGPT, Claude, etc.).

Wire Transfers

For all wire transfers where parties are sending funds electronically to Ward and Smith, P.A., we require that the sender verbally confirms wire instructions with an authorized representative of the firm, prior to sending a wire. If verbal confirmation is not made with an authorized representative of the firm, Ward and Smith, P.A. will not be held liable for funds sent to an incorrect recipient. If Ward and Smith, P.A. is sending a wire, the receiving party understands that an authorized representative of the firm will contact you to confirm the wire instructions prior to us initiating the wire, and the receiving party will need to confirm when the wire has been received.

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.

Bryan Chadwick, Town Manager
March 2, 2026
Page 4

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)
Christy Ferguson (via email: christy.ferguson@hbtownhall.com)

Read and agreed.

Town of Holden Beach

By: _____ Date _____
Town Manager

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

Finance Officer

ND:4900-0522-9970, v. 1



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: May 19, 2026

FROM: Heather Finnell, Town Clerk DATE SUBMITTED: May 8, 2026

ISSUE/ACTION REQUESTED: Discussion and Possible Action on Ordinance 26-02, An Ordinance Amending the Holden Beach Code of Ordinances, Section 30.15 Voting and Quorums

BACKGROUND/PURPOSE OF REQUEST: The Board adopted Resolution 26-05 in April which expressed the Board's intent to update Section 30.15 Voting and Quorums of the Code of Ordinances and scheduled a public hearing on the topic. The proposed change makes the ordinance consistent with the Board's current Rules of Procedure and NCGS 160A-74. The final step to make the amendment is to adopt Ordinance 26-02.

The suggested motion is to approve Ordinance 26-02.

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: Resolution 26-05 & Ordinance 26-02

ORDINANCE 26-02
AN ORDINANCE AMENDING THE HOLDEN BEACH CODE OF ORDINANCES,
SECTION 30.15 VOTING AND QUORUMS

BE IT ORDAINED BY the Mayor and Board of Commissioners of the Town of Holden Beach, North Carolina, that Holden Beach Code of Ordinances, Section 30.15 Voting and Quorums be amended as follows.

SECTION ONE: Amend Section 30.15 Voting and Quorums as follows:

§ 30.15 VOTING AND QUORUMS.

- (A) ~~Quorum. The Mayor and three Commissioners, or three Commissioners without the Mayor shall constitute a quorum (simple majority) of the Town BOC (G.S. § 160A-74).~~ A majority of the actual membership of the council plus the mayor, excluding vacant seats, shall constitute a quorum. A member who has withdrawn from a meeting without being excused by majority vote of the remaining members present shall be counted as present for purposes of determining whether or not a quorum is present.

- (B) Voting shall be consistent with the provisions of G.S. § 160A-75.

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

This the 19th day of May, 2026.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk

RESOLUTION 26-05

RESOLUTION OF INTENT TO CONSIDER AN ORDINANCE AMENDING THE TOWN OF HOLDEN BEACH CODE OF ORDINANCES, SECTION 30.15 VOTING AND QUORUMS AND SETTING THE DATE FOR A PUBLIC HEARING THEREON

WHEREAS, the Board of Commissioners of the Town of Holden Beach desire to amend the definition of quorum in the Town of Holden Beach Code of Ordinances, Section 30.15 Voting and Quorums in order for the Town of Holden Beach's definition of quorum to be consistent with North Carolina General Statute 160A-74.

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

1. The Board of Commissioners hereby intends to consider an ordinance amending the Town of Holden Beach Code of Ordinances, Section 30.15 Voting and Quorums.
2. A public hearing on the proposed ordinance is hereby called at 5:00 p.m. on Tuesday, May 19, 2026, in the Town Hall Public Assembly.
3. Following the public hearing, the Board of Commissioners shall consider passage of the ordinance at its regular meeting on May 19, 2026.
4. The Town of Holden Beach Clerk is hereby directed to cause to be published a proper notice of the public hearing called, which notice shall contain a summary of the proposed amendment.

Adopted this 21st day of April, 2026.



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: May 19, 2026

FROM: Heather Finnell, Town Clerk DATE SUBMITTED: May 8, 2026

ISSUE/ACTION REQUESTED: Discussion and Possible Action on Board of Commissioners' Vacancy

BACKGROUND/PURPOSE OF REQUEST: Interviews for the vacancy were held in April. The next step would be for the Board to determine the process for selection. Ballots are available for the Board as an option. If you chose to vote by ballot, please make sure to sign the bottom.

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:



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 5/19/26

FROM: Assistant Manager Ferguson

DATE SUBMITTED: 5/7/26

ISSUE/ACTION REQUESTED: Consideration and possible action on a contract for McGill Associates.

BACKGROUND/PURPOSE OF REQUEST: The Town issued an RFQ for engineering services for the Block Q/Jordan Boulevard Master Plan. The BOC chose McGill at a previous meeting. This contract outlines the proposed services and price for the services.

FISCAL IMPACT: (select one)

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

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: Award contract to McGill Associates

TOWN MANAGER'S RECOMMENDATION: Approve McGill Associates contract

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

_____ Town of Holden Beach (“Owner”)

and _____ McGill Associates, PA (“Engineer”)

Engineer agrees to provide the services described below to Owner for _____ Comprehensive Design Plan (“Project”).
(Jordan Boulevard, Block Q and
Bridge Area)

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

Owner and Engineer further agree as follows:

1.01 Basic Agreement

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

2.01 Payment Procedures

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

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

3.01 Additional Services

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

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

4.01 Termination

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

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

responsibilities as a licensed professional;
or

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

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

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

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

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

5.01 Controlling Law

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

6.01 Successors, Assigns, and Beneficiaries

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

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

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

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

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

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

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

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the

copyright and the right of reuse) in such documents, whether or not the Project is completed.

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

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

8.01 Total Agreement

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

9.01 Payment (Lump Sum Fee Plus Reimbursable Expenses)

- A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:
 - 1. Task 1 Lump Sum fee of \$45,750
 - 2. Task 2 Lump Sum fee of \$19,600

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

OWNER:

ENGINEER:

By: _____

By: Michael A. [Signature]

Title: _____

Title: Principal/Charlotte Office Manager

Date Signed: _____

Date Signed: May 4, 2026

License or Certificate No. and State C-0459

North Carolina

Address for giving notices:

Address for giving notices:

110 Rothschild Street

712 Village Road SW

Holden Beach, NC 2462

Suite 103

Shallotte, NC 28470

Attachment A

Scope of Services

Task 1: Prepare Block Q Public Open Space Site Master Plan

1. Kick-Off Meeting

The project will begin with a meeting between Engineer and Owner to review and refine the proposed scope of services. During this meeting, we will confirm project goals and deliverables, establish a project schedule with milestones, and determine the structure of any necessary meetings.

2. Site Assessment

This will include an investigation by Engineer's design team of the existing natural and man-made conditions within the project site (see attached Exhibit) and will require the Owner to assemble and provide copies of all existing mapping, historical information, environmental inventories, and other baseline documents for an evaluation of opportunities and constraints within the project site as well as the adjacent roadways along the site and nearby parcels. Utilizing available site data, Engineer will develop a base map for the project.

Specifically, the site investigation will include:

- a. Identification of soil types, site topography, and environmentally sensitive areas (as available online or received by Owner), general drainage patterns, and flood plain data. No new environmental assessments or surveys are included.
- b. Identification of observable or otherwise readily available features and potential conflicts, such as utilities, areas of potential flooding, potential right-of-way incumbrances, and structures.
- c. Identification of adjacent land uses, zoning information, and potential pedestrian/bicycle connections. This information will become helpful when considering future uses, improvements, and connectivity.
- d. Development of a list of potential design elements and programming features.
- e. Assessment of potential permits necessary for future site development.
- f. Recommendations for improvement of services as appropriate.

3. Public Engagement

Engineer will collaborate with Owner to develop options for engaging a diverse cross-section of the community. We propose the following to obtain successful community engagement:

- Initial briefings with Owner
- Public survey (this would be an online survey/questionnaire)
- Four (4) Stakeholder Meetings (Hybrid)
- One (1) Community Workshop
- One (1) Parks and Advisory Board Meeting

- Two (2) work sessions with the Board of Commissioners
- A final public presentation of the plan to the Board of Commissioners

Initial Briefings

Engineer's team will meet with Owner project representatives to discuss initial site assessment discoveries and confirm next steps in public engagement. Owner representatives will have the opportunity to provide direct feedback on the initial assessment and potential impacts to overall Block Q Public Open Space current and future uses.

Public Survey

An online public survey/questionnaire will be generated and provided to Owner for their website posting and distribution as preferred. All information gathered will become part of the overall public engagement data used in plan development.

Stakeholder and Parks & Recreation Advisory Board Meetings

Engineer will consult with Owner during the establishment of up to four small representative stakeholder groups. The Parks & Recreation Advisory Board and each of these stakeholder groups will meet independently and in sequence over a one-to-two-day period with Engineer project representatives to discuss Block Q Public Open Space interests and the initial site assessment. All information gathered will become part of the overall public engagement data used in developing ultimate plans for the site.

Initial Work Session with Board of Commissioners

Engineer will facilitate Board of Commissioner work sessions to obtain input regarding goals, objectives, and general Owner representative considerations of priority, including the public open space programming options. Initial site assessment discoveries will be shared. These three collaborative meetings will be held with Engineer project representatives and two members in sequence on a scheduled day for all members. Board of Commissioners will be invited to share their perspectives on community needs, desired improvements, and long-term vision.

Community Workshop

The Community Workshop is intended to be a one-day, drop-in style public input session. Though no formal presentation will be prepared, Engineering team members will inform participants upon their arrival of program objectives and facilitate input gathering. This will allow the public to share ideas, preferences, and comments regarding Block Q Public Open Space improvements.

It is anticipated that sequential in-person meetings noted above are to be scheduled and conducive on consecutive days.

4. Block Q Master Plans

Engineer will prepare two (2) alternative conceptual plans illustrating visions for the Block Q Open Space. These plans will reflect opportunities and constraints identified in the Site Assessment and feedback received during the various public engagement sessions.

5. Work Session with Board of Commissioners to review Conceptual Plans

Engineer will facilitate a Board of Commissioner work session to review and discuss the two proposed conceptual master plan alternatives, as well as the overall Master Plan Document to be produced. It is expected this work session will conclude with consensus of a primary base design alternative for use in final plan development, with an understanding that some attributes from both alternatives may be utilized.

6. Develop Final Concept Plan

The selected base design will be refined into a Final Site Concept Plan. The plan will include all proposed amenities and improvements, along with a preliminary opinion of probable cost. Documents will be prepared for use in future funding applications as desired.

7. Board of Commissioner Presentation

Engineer will provide a presentation to the Board of Commissioner to review the project planning process, public input summary, conceptual designs, final concept plan, and potential implementation strategy.

Task 2: Prepare Master Plan Document

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

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

Basis for Compensation

Based on our understanding of the project, we propose providing the Scope of Services detailed in this proposal for the following lump sum fees, inclusive of all reimbursable expenditures.

Task 1: Prepare Site Master Plan	\$45,750
Task 2: Prepare Master Plan Document	\$19,600

The Owner will be invoiced monthly as work progresses.

Additional Services

1. Please note that the above fees do not include traffic planning services, funding applications, bidding documents, design plans, or designs associated with engineering modifications.
2. The above fee does not include geotechnical engineering/testing/inspection or soils analysis.
3. The above fee also does not include providing services of professional consultants for items of work other than those described in the Scope of Services.
4. Changes to the Final Site Concept Plan, which occur after Engineers approved preliminary design documents have been completed, will be considered additional services.
5. Engineer can coordinate all additional services should they be needed in accordance with the attached Basic Fee Schedule.

Owner's Responsibilities

1. The Owner shall provide full information regarding site-related requirements for the Project.
2. The Owner shall designate a representative authorized to act on their behalf with respect to the Project. The Owner or their representative shall examine documents submitted by Engineer and shall render decisions pertaining thereto promptly, avoiding unreasonable delay in the progress of the Engineer's work.
3. The Owner will be responsible for the arrangement, notice, and any other costs associated with the meeting schedules, including facility rental cost, advertisement costs, etc.

Holden Beach Block Q Project Area



**Comprehensive Design Plan-Jordan Blvd, Block Q and Bridge Area
for the Town of Holden Beach
Anticipated Budget Schedule**

Notice to Proceed through June 30, 2026

Complete Kick-off Meeting establishing schedule and milestones and initiate Site Assessment.

Anticipated fee billing of \$8,000 (17% of Task 1, 12% of total project)

July 1, 2026 to project closeout

Complete remainder of Site Assessment, Public Engagement, Block Q Master Plans, Work Session with Board of Commissioners, Develop Final Concept Plan and Board of Commissioner Presentation to complete Task 1.

Complete Task 2 - Preparation of Master Plan Document.

Anticipated fee billing of \$57,350



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: May 19, 2026

FROM: Commissioner Smith

DATE SUBMITTED: May 8, 2026

ISSUE/ACTION REQUESTED: Proposal to Initiate RFQ/RFP Process for Economic and Business Planning Services related to the Pier Property located at 441 Ocean Blvd. West, Holden Beach, NC 28462 otherwise known as The Holden Beach Fishing Pier.

I move that the Board of Commissioners direct Town staff to prepare and issue a Request for Qualifications (RFQ) and/or Request for Proposals (RFP) to retain a qualified economic consulting firm. The selected firm shall be tasked with developing one or more of the following items:

- An Economic Impact Study quantifying local and regional benefits of an Oceanic Fishing Pier, namely The Holden Beach Fishing Pier including associated public amenities, parking infrastructure, and potential revenue-generating components related to the pier property located at 441 Ocean Blvd. West, Holden Beach, NC 28462.
- A Long-Term Economic Plan to guide sustainability and funding strategy for the project
- A Business and Operations Plan for the entire Holden Beach Pier Property

The deliverables should provide a clear financial and economic roadmap for the pier project, ensuring alignment with state and federal funding criteria and long-term viability.

BACKGROUND/PURPOSE OF REQUEST: The Town of Holden Beach is evaluating the long-term redevelopment, sustainability, and economic viability of the town pier and associated public assets. In order to support informed decision-making and position the project for potential state and federal funding opportunities, the Town should obtain professional analysis regarding operational feasibility, long-term financial sustainability, and overall economic impact.

To accomplish this, staff is requested to initiate a competitive procurement process to retain qualified consulting services capable of preparing one or more of the following:

- An Economic Impact Study quantifying local and regional benefits of an Oceanic Fishing Pier, namely The Holden Beach Fishing Pier including associated public amenities, parking infrastructure, and potential revenue-generating components related to the pier property.
- A comprehensive Business and Operations Plan

- A broader Long-Term Economic Development Strategy associated with the pier property and related amenities

The scope of analysis may include evaluation of:

- Pier operations and maintenance
- Revenue and expense projections
- Long-term replacement reserve planning
- Parking and public access infrastructure
- Potential complementary revenue-generating components
- Tourism and visitor impacts
- Local and regional economic activity
- Grant competitiveness and funding strategy

The purpose of these studies is to provide the Town with objective financial and economic data to guide future policy decisions, capital planning, operational strategy, and potential funding applications related to the pier and associated public assets.

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:

TOWN MANAGER'S RECOMMENDATION:

ATTACHMENT:

1. Economic Impacts and Recreation Value of the North Carolina For-Hire Fishing
2. A Social and Economic Profile of Ocean Fishing Piers in North Carolina



Town of Holden Beach
AGENDA TOPIC COVER SHEET

TO: Holden Beach BOC

MEETING DATE: 5/19/26

FROM: Town Manager Chadwick

DATE SUBMITTED: 5/11/26

ISSUE/ACTION REQUESTED: Updates and discussion on proposed budget for next fiscal year

BACKGROUND/PURPOSE OF REQUEST: The Town has some updates from the previous budget workshop that need to be relayed and discussed.

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"/> N/A
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ADVISORY BOARD RECOMMENDATION: N/A

FINANCE RECOMMENDATION:

TOWN MANAGER'S RECOMMENDATION: