



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

**Tuesday, June 21, 2022
5:00 PM**

**Holden Beach Town Hall
Public Assembly**



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS' REGULAR MEETING
HOLDEN BEACH TOWN HALL – PUBLIC ASSEMBLY
TUESDAY, JUNE 21, 2022 - 5:00 P.M.**

1. Invocation
2. Call to Order/ Welcome
3. Pledge of Allegiance
4. Agenda Approval
5. Approval of Minutes
 - a. Minutes of the Special Meeting of April 21, 2022 (Pages 1 – 6)
 - b. Minutes of the Special Meeting of April 25, 2022 (Pages 7 – 10)
 - c. Minutes of the Regular Meeting of May 17, 2022 (Pages 11 – 19)
 - d. Minutes of the Special Meeting of May 20, 2022 (Pages 20 – 25)
6. Public Comments on Agenda Items
7. Police Report – Lieutenant Dilworth (Pages 26 – 29)
8. Fire Department Update - Fire Chief Todd
9. Inspections Department Report – Inspections Director Evans (Pages 30 – 38)
10. Discussion and Possible Approval of Ordinance 22-13, An Ordinance Amending the Holden Beach Code of Ordinances, Chapter 92: Nuisances (Outside Lights) – Mayor Pro Tem Smith (Pages 39 – 41)
11. Discussion and Possible Action on Town Landscaping Contract with Coastal Creations – Assistant Town Manager Ferguson (Pages 42 – 108)
12. Discussion and Possible Approval of Ordinance 22-14, The Revenues and Appropriations Ordinance for Fiscal Year 2022 – 2023 – Town Manager Hewett (Pages 109 – 135)
13. Discussion and Possible Approval of Contract with the Department of Transportation for Bike Lanes on Ocean Boulevard – Town Manager Hewett (Pages 136 – 145)
14. Discussion and Possible Action on Request by Sunset Slush Classic Italian Ice to Utilize Vending Carts on the Beach Strand – Commissioner Dyer (Pages 146 – 148)

15. Discussion and Possible Action on Status Update for Wetland Delineation of Marsh and 800 Block Lots – Commissioner Murdock (Pages 149 – 156)
16. Discussion and Possible Action on Ordinance 22-15, An Ordinance Amending Ordinance 21-13, The Revenues and Appropriations Ordinance for Fiscal Year 2021 – 2022 (Amendment No. 18) – Town Manager Hewett (Pages 157 – 158)
17. Discussion and Possible Action on Addressing Paid Parking Issues Identified by the Town Police Department – Commissioner Kwiatkowski (Pages 159 – 168)
 - a. Ordinance 22-16, An Ordinance Amending the Holden Beach Code of Ordinances, Title VII: Traffic Code
18. Discussion and Possible Setting of Date to Hold Interviews for Vacancies on Town Boards – Town Clerk Finnell (Pages 169 – 172)
19. Discussion and Possible Action on Bonus Proposed by the Board – Town Manager Hewett (Page 173)
20. Discussion and Possible Action on Updating Section 2. Administration and Maintenance of the Personnel Policy and Updated Salary Ranges – Town Clerk Finnell (Pages 174 – 177)
21. Discussion and Possible Action to Request that the Planning & Zoning Board Evaluate and Propose any Appropriate Changes to Ordinance 94.03, Frontal Dune Policy and Regulations, in Particular §94.03(C)(2) Regarding Walkway Policies that Limit Construction South of the Frontal Dune as Defined in §94.03(A) With the Exception of Property Owners with Lots that Have More Than 300 Feet from the Seaward Toe of the Frontal Dune to the Last Line of Natural Stable Vegetation and Also Advise the Board on the Suitability of Moving Portions of §94.03 to Chapter 157: Zoning Code – Commissioner Kwiatkowski (Pages 178 – 181)
22. Public Comments on General Items
23. Town Manager's Report
24. Mayor's Comments
25. Board of Commissioners' Comments
26. Adjournment

* The remote meeting will be livestreamed on the Town's Facebook page. Visit <https://www.facebook.com/holdenbeachtownhall/> to watch the livestream. Public comments can be submitted to heather@hbtownhall.com prior to 1:00 p.m. on June 21, 2022.



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS
SPECIAL MEETING
THURSDAY, APRIL 21, 2022 – 1:00 P.M.**

The Board of Commissioners of the Town of Holden Beach, North Carolina met for a Special Meeting on Thursday, April 21, 2022 at 1:00 p.m. in the Town Hall Public Assembly. Present were Mayor J. Alan Holden; Mayor Pro Tem Rick Smith; Commissioners Gerald Brown, Brian Murdock, Page Dyer and Pat Kwiatkowski; Town Manager David W. Hewett; Town Clerk Heather Finnell; Assistant Town Manager Christy Ferguson; Police Chief Jeremy Dixon; Inspections Director Tim Evans; Public Works Director Chris Clemmons; Fiscal Operations Supervisor Margaret Lancaster; and Budget & Fiscal Analyst Daniel McRainey.

PUBLIC COMMENT

No public comments were made.

AGENDA REQUEST

Motion by Mayor Pro Tem Smith to add 2A, Approval of Town Manager's Contract Amendment and Consideration of Ordinance 22-12 as item 2b (that has to do with adjustment of budget for bike path).

Commissioner Kwiatkowski asked if the Board needs to action Town Manager Hewett to get the underwater inspection on the pier completed. Town Manager Hewett said Fran Way advised him the divers are supposed to be here at the end of the month. He told them if that was not going to happen, he intends to pursue other methods for the inspection.

The motion was seconded by Commissioner Brown and approved by unanimous vote.

APPROVAL OF TOWN MANAGER'S CONTRACT AMENDMENT

Motion by Mayor Pro Tem Smith that we approve the amended town manager contract; second by Commissioner Brown; approved by unanimous vote.

CONSIDERATION OF ORDINANCE 22-12

Town Manager Hewett said we are ready to start passing money through for the DOT's project of resurfacing Ocean Boulevard that includes the construction of two bike lanes, five feet on either side. Refinement of the cost estimates are in. The total estimate is \$1.729 million. The Town's portion is \$723,393. We currently have \$700,000 programmed into the budget for our contribution. The budget amendment increases the Town's contribution by the extra \$23,393 and also recognizes the passthrough federal funds.

Motion by Mayor Pro Tem Smith that we accept the amended ordinance for the price difference on the bike path; second by Commissioner Brown; approved by unanimous vote.

BUDGET WORKSHOP

Town Manager Hewett went over the budget schedule and reviewed how to read the budget sheets.

Town Clerk Finnell went over the Governing Body and Administration sections. In Admin, there are two things that will show up that aren't in the spreadsheets. The phones system was fried during a recent storm. A new system is needed. We are also looking at getting a quote to fix the security of the doors in the building. The Finance Department needs new software. The quote is for \$75,000. It is for payroll, taxes and water billing. Fiscal Operations Supervisor Lancaster answered questions on the new software and provided more detailed information. Town Manager Hewett explained cyber security is a concern. We do have a federal agency that is going to be conducting an evaluation of our systems' security in the fall.

Town Clerk Finnell said for salaries across all of the funds, we are proposing a 3% merit pool and a 7.4% COLA, which is based on the US Department of Labor's Southeast Labor Statistics.

Commissioner Kwiatkowski asked about Professional Services. Town Manager Hewett said it is the auditor, the lawyer, American Legal. Commissioner Kwiatkowski would like to see line item details for the Professional Services line item. She said it was asked for in the objectives.

Chief Dixon said in the Police budget one of the big asks is to maintain the 10 allotted positions and add one detective. They have been trying to fill two vacancies since November but cannot afford for the positions to go away. The Communications line dropped. He went over what it covers. The major part that was needed for Central Square is off of there now. The line includes the purchase of three portable radios. The Viper System currently being used is transitioning to Phase 2. Instead of purchasing the 10 plus radios at once, we have been purchasing two – three radios a year. After next year, all of the portable radios will be current and it will have us compliant with Phase 2 of the Viper System. Chief Dixon said we are looking at a significant increase in the Fuel line. The national average for fuel has gone up 34% since we did the budget last year. The largest purchase they are looking for is the integrated in-car/body camera system. The current in car system has been used for eight – 10 years.

What they record goes to an SD card. They have reoccurring evidentiary issues in court. The new system will cost approximately \$97,000. It replaces the in-car cameras in the entire fleet, gives body cameras to all of the officers, provides the back-office suite to run everything and provides recording equipment in the interview room. The recurring costs will be about \$1,500 annually for maintenance and storage. The Merchants Association has been collecting donations. If the cameras are approved, he has been told they are intending on donating towards the cost. He reviewed why the interview room recording is being requested. He also provided stats on states requiring body cameras. They are asking to replace one vehicle this year. The \$77,000 would make the vehicle turnkey ready once it is picked up.

Commissioner Dyer asked about salaries. Chief Dixon answered the spreadsheets does include 10 positions and a detective. The Board talked about overtime. Mayor Pro Tem Smith asked about the radios' technology. Chief Dixon explained that once we are in compliance with Phase 2, the radios should last a long time. He said for the cameras, they priced four companies. The best one for their needs is from Custom Signals. He explained why they chose them. The detective position is budgeted at \$48,000. Chief Dixon went over case statistics. Investigations would be the primary use, but they could help cover all aspects if needed. They are currently down two positions. He talked about recruitment and provided information on the lag time for vehicles right now. Town Manager Hewett added we may need to do a rollover into the next year for the already procured vehicles and then reappropriate the funds.

Inspections Director Evans said nothing specific is changing from last year in the Inspections' budget. They hired someone to fill the position in the Inspections Department. Travel and Training did go up. You need to allocate a certain amount in the budget for our CRS rating. The new person will need a lot of training to get certified. They will rollover one of the old vehicles for the new person. They will need to get equipment for the new person. Inspections Director Evans said he doesn't know how they will break out their Contracted Services because they do not know what that will be until that is engaged. Commissioner Kwiatkowski stated she wants Professional Services specifically. Building Official Evans said the Equipment line increase would be for the computer equipment for the old truck for the new person. He talked about revenues. His projection is lower than what we will actually take in if it continues in the same direction. He averages between low and high years to get a projection.

Commissioner Murdock asked about the current reinspection fee. Inspections Director Evans said it is \$50 for reinspection and it is \$75 for the same day fee. Increasing the fees was discussed. Inspections Director Evans would want to wait until the end of the fiscal year before determining new fees. He announced Carey Redwine would be filling the vacancy in his department. He provided information on the legislation where if money is taken in by the Inspections Department, it needs to be spent in the Inspections Department. Depending on the revenues received, a new truck may be able to be purchased for the new position. Overall, the Inspections' budget has come down. Inspections Director Evans said his intention is to try to get online payments, but not online permitting. Some of the issues with online permitting was discussed. The current process was discussed.

Public Works Director Clemmons went over the Streets and Grounds' budget. Not a lot changed, but a few lines have been adjusted due to increased costs of materials. He would like to add \$15,000 to Street Drainage Projects to try to put a French drain between Avenues B and C at about 285 and 283 Ocean Boulevard. He explained his proposed project. He talked about the Street Paving line item. Gas, Oil and Tires went up. Town Manager Hewett said \$200,000 of that funding for Street Drainage Projects comes from the American Recovery Act Program. We received the first half of it this year and are on schedule to get the second half in the first part of the upcoming fiscal year. We had generally directed those stormwater improvements to some type of solution in the 300 block. He talked about the program. It is not critical to spend it this year. It is tied to one of projects we asked for in the federal earmarks.

Commissioner Kwiatkowski asked about the numbers for on street and off-street parking. Town Manager Hewett explained the \$82,000 and the \$9,000 do not reflect the budget amendment the Board approved the other night. This was the original projection that the Board did last month. The numbers on the worksheets are not correct. Revenues and expenses will be the same.

Public Works Director Clemmons said he believes the streets scheduled for work in the upcoming budget are Pointe West, Tide Ridge and Ranger. Town Manager Hewett said the streets condition assessment is dated and we probably need to do an update. It takes a while to do, but it may be beneficial. Public Works Director Clemmons said the streets scheduled to be worked on are paved and will be resurfaced. Mayor Holden said there are two streets that are not open. The property owners have indicated they may request utilities and asphalt this year. He asked if there is anything that needs to be done concerning funding. Town Manager Hewett replied we need to receive a petition first and then do an engineer's cost assessment. Utilities are the same process as street paving. The budget for that would be considered at that point and time. Commissioner Brown asked if there are funds for stormwater. He provided information about the spot in the 700 block. Mayor Pro Tem Smith added there is a spot in the 800 block too. Commissioner Brown provided details about a new method that could possibly be used. Using the method was discussed.

Public Works Director Clemmons went over the Sanitation budget. There are funds for a pickup truck. He said he is also waiting on a truck he previously ordered. Public Works Director Clemmons went over Water Admin Expenses and Water & Sewer Fund Revenues. He explained he is concerned to see how the sewer use charges will go this year. The more people that install a second meter makes that revenue go down. He would love to look at tap fees for new construction. The county fee is a lot higher for the same type of system. Public Works Director Clemmons talked about the need to order supplies due to shortages. He explained why it was necessary for the M&R Water line in Operations to go up. He listed some of the items and costs associated. He shared his concerns that he may need to ask for money when the bike lane is put in. Town Manager Hewett said costs associated with the bike path installation should be borne by the BPART Fund, not the Water Fund. It is a recreational amenity. The Board did not disagree.

Public Works Director Clemmons talked about the hydrant replacement program.

Public Works Director Clemmons said he is requesting another generator this year. He hopes he can get it before the budget closes, otherwise the funds would need to be rolled into the new budget. There is funding for GIS equipment. There is also money under Contracted Services to try to continue the current effort. He is hoping to train one of his employees on GIS. He would love to see the Greensboro Street pump station work completed. He would love to get grants, but he doesn't like that you won't find out before November/December. Purchase for Resale is higher due to the rate increase from the county. It is the first full year of that rate. The pump station upgrade was discussed. Public Works Director Clemmons said Professional Services may need to be adjusted. The amount is the cost of the study for water capacity and the water tower. He needs to make sure there is enough money to cover what is normally spent.

Assistant Town Manager Ferguson went over the items in her Professional Services line. The Jordan Blvd Ops item may change. She provided information on the landscaping on the mainland side. She reviewed three options for the mainland section. Until she has the quotes, she does not know what the new number will be. She reviewed the costs associated with Public Restrooms. The Access & Recreation line includes the kayak launch for Sailfish Park, along with the other items that are typically in that line. There is the \$800,000 for the Coastal Storm Damage Reduction Study for the beachfront for the Corps. She thinks that would need to come from the Capital Reserve Fund. The fund balance will be too low if it is taken from Fund Balance Appropriated based on some of the other things the Board has done. Debt service for the pier is on the sheets. There is also some money to start the remodel at the pier and money for 796 Ocean Boulevard to begin the engineering and analysis there.

Assistant Town Manager Ferguson said on the revenue side we are looking at an increase in accommodations tax. Revenues for the pier property have not been included yet.

Commissioner Kwiatkowski said for 796, it is her understanding that BPART has to buy it from Water & Sewer if it is to be used as a recreational facility. Assistant Town Manager Ferguson responded that is not included. Commissioner Kwiatkowski stated for the Corps' study it could be taken from the General Fund or split between BPART because it is viewed as protection, it is not putting sand on the beach. Town Manager Hewett said it could be used however the Board chooses. It will have fund balance implications. He said we will be refining the numbers significantly over the next couple of weeks. Town Manager Hewett said the contribution by the Town for second year of the study will be directly tied to the president's budget. This is the Town's match.

Town Manager Hewett and Assistant Town Manager Ferguson confirmed the pier parking revenues are not reflected in BPART budget yet.

Town Manager Hewett stated the Board received an inquiry on insurance for 441 Ocean Boulevard the other night. He has a flood insurance bill for \$5,972 and League quote in amount of about \$2,000.

Mayor Holden said it has been suggested to have further discussion on the grant that was voted on at the last meeting. The Board agreed to hold a Special Meeting on Monday, April 25, 2022 at 4:30 p.m.

ADJOURNMENT

Motion by Commissioner Brown to adjourn at 2:51 p.m.; second by Commissioner Murdock; approved by unanimous vote.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS
SPECIAL MEETING
MONDAY, APRIL 25, 2022 – 4:30 P.M.**

The Board of Commissioners of the Town of Holden Beach, North Carolina met for a Special Meeting on Monday, April 25, 2022 at 4:30 p.m. in the Town Hall Public Assembly. Present were Mayor J. Alan Holden; Mayor Pro Tem Rick Smith; Commissioners Gerald Brown, Brian Murdock, Page Dyer and Pat Kwiatkowski; Town Manager David W. Hewett; Town Clerk Heather Finnell; Assistant Town Manager Christy Ferguson; Inspections Director Tim Evans; Budget and Fiscal Analyst Daniel McRainey; and Town Attorney Rick Green.

Mayor Holden called the meeting to order.

PUBLIC COMMENTS

No public was in attendance. Vicki Myers submitted an online comment (hereby incorporated into the minutes).

DISCUSSION AND POSSIBLE ACTION ON PARKS AND RECREATION TRUST FUND (PARTF) PROJECT GRANT APPLICATION SUBMISSION

Assistant Town Manager Ferguson said Brittany Ship, the state PARTF coordinator for the east region is available for a phone call. She said the first question Ms. Ship has been asked to reiterate is if the property were to be sold in the future. Assistant Town Manager Ferguson reviewed the information she provided at the Tuesday meeting. Ms. Shipp said the requirement is the land is replaced with property that is equal or greater value. She said it is recreational value, so in this case it would be other waterfront property. The monetary portion would have to be equal or greater value at the time of the conversion.

Assistant Town Manager Ferguson said the other question is regarding selling items. It is her understanding that other piers in North Carolina that have used grant funding do have concessions. The concessions have to be available to all the public. They also need to have the ability to walk out on the pier, whether they are participating in the concessions or not. If you get into something like a restaurant or real estate office, those things don't count. Ms. Shipp said if the Town does decide to pursue an application for the grant, there is an option, being that is such an overmatch, that you could remove the pier house building or a portion of the building from the park boundary if you think at any time in the future the Town will want to do private, commercial based activities. Concessions, t-shirts,

ice cream and bait are things that are acceptable and can be contracted out with short-term lease agreements.

Mayor Pro Tem Smith asked if we could sell hotdogs, hamburgers, that sort of stuff. Ms. Shipp replied yes, there is nothing in the grant that dictates what needs to be sold. There is nothing that prohibits alcohol from being sold. The Town can continue to use the campground area as long as it is available for all. Everyone needs to have the same opportunity to rent, reserve and access the campsite. Paid parking can be offered. She said when considering fees, if you get into anything resident/non-resident, the non-resident fees cannot be more than twice what the resident fees are.

Commissioner Murdock said the pier plan included revenue from two rental spaces inside of the building. He wanted to make sure those can be rented out. Specifically, ice cream was one of them and a small grill or pizza place. It would be available to all the public, but it would be leased to a private business. He wanted to make sure the Town wouldn't be losing that revenue if we accepted the grant. Ms. Shipp responded those are all items that can be done. She said if the Board is considering now or in the future having a real estate office or things like that, they may want to consider removing a portion of the square footage from the PARTF boundaries. That doesn't have any negative impact to the project or future application.

Mayor Pro Tem Smith asked if it would be possible in the future to increase the size of the building. Ms. Shipp answered that is an option, it would depend on the use of the addition. As long as it stays within the parameters discussed it would be fine. She added you could also apply for a developmental grant in the future for recreational activities.

Assistant Town Manager Ferguson recapped that if the Board decides to move forward, the concessions is one thing. If they decide to remove the building, the site plan would need to be altered to take the building out if there is anything they see would not be for recreational purposes in the future. Ms. Shipp agreed. She said she could send some examples.

Attorney Green read from the application on site control and restriction regulations. He said assuming the worst, the Town comes to a point that the property would need to be sold, he is having a hard time understanding how we could find oceanfront replacement property to purchase. Ms. Shipp said she is not familiar with the property to speak to specific comps in the area. It doesn't necessarily have to be beach, but it would need to provide equal water access value as it does now. Mayor Holden said the oceanfront commercial zone property is limited. As of today, there is no other comparable tract of land available. Ms. Shipp said it sounds like a great opportunity if it is one of the last of its kind. This would allow for the deed restrictions to be a positive thing to be able to maintain that for the future. Attorney Green reread the clause and said he would say that the loss of that property would result in a loss of recreational opportunities. Ms. Shipp explained they highly discourage conversions. Attorney Green asked if there would be an opportunity for repayment of funds instead of conversion. Ms. Shipp responded no, that is not an option available. If it did come down to that, it wouldn't be paying the grant amount. It would be having to pay back the current market value. Commissioner Kwiatkowski asked if it would be current value of the land or land and the improvements. Ms. Shipp responded if the pier house were to stay in the boundaries, it would be the full property, including the improvements if they were funded by PARTF. It is whatever you are under contract with the state for.

Commissioner Kwiatkowski asked for the attorney's feedback on the bank's position. Attorney Green deferred to the town manager. Town Manager Hewett explained it is a classic second lien scenario in that the bank would need to approve any secondary claim to the deed of trust. In communications with Scott Leo, the bond attorney and the Truist attorney, we received a waiver lien request prepared in anticipation of needing to do so for any type of grant receipt that we may acquire. Attorney Green agreed the document met with his approval.

Commissioner Kwiatkowski said they have split the community down the middle about buying the pier. They are now willing to give it a chance. She stated now we are going to give it away in perpetuity. She said the best thing we can do for the community is to show them a good project that they feel confident in. Commissioner Kwiatkowski said we don't have to do this right now. She added we don't have a Capital Improvement Plan (CIP), which is a requirement. She never meant for her plan to be a CIP. She suggested this could be done next year if this is what the people agree to do. Commissioner Kwiatkowski said when you listen to what was said at the Local Government Commission (LGC), there was no discussion of this happening. It would have opened a lot more public comments at the time. She doesn't think the Town should do it this year.

Mayor Pro Tem Smith said maybe saying split community is skewed. Most of the people he talked to are in favor of the pier purchase and using grant money to help pay for it since we told everyone we didn't want to raise taxes. He mentioned it at the LGC that grants were being sought after. He said there is a small group that is trying to find a way to keep things stirred up. They want to have the option one day to sell it. He stated there is not a need to sell it. He thinks we can make money and still offer recreation. We have other property that could be sold if we need money. Mayor Pro Tem Smith said we already spent \$130,000 of our citizens' money because of this group delaying the purchase. That is about \$60 per person. He thinks we need to come together as a Board. This is an application for a grant. There are more grants that are available. He thinks we will go after all we can and give the public a place to go and enjoy the beach.

Commissioner Kwiatkowski read about grants from the paper that the Board endorsed. She said the people have not been given a chance to weigh in on this. She said the best thing that could happen is that we do a good job and nobody wants to sell. She added that we could get development grants that have 25-year stipulations, that are much better than in perpetuity on the land.

Motion by Commissioner Brown that we call the vote.

Commissioner Brown agreed the vote is to approve the process of applying for the grant, \$500,000 from the state of North Carolina.

Commissioner Brown withdrew his call for a vote.

Motion by Commissioner Brown that we move forward with the application for the grant; second by Commissioner Dyer.

Commissioner Murdock said he fought for this pier. He took a lot of heat for supporting the purchase. He had a lot of negativity against him. His intention is to never sell this piece of property. It needs to be maintained for public use until there is no public. It is irreplaceable. He said he is in full support of

maintaining that stretch of oceanfront for everyone to enjoy from now on. His questions were answered. Commissioner Murdock stated the Board has an obligation to make sure whatever they do doesn't cost taxpayers one dime. They agreed they would do it with paid parking, rent out a couple of spaces, have a walkway and emergency access for the Town. We owe that to the public so that the property is revenue neutral. He needs clarification between a pizza place, a grill and a restaurant. An office is not what people want there. As a commissioner, he would like to have more time to make monumental decisions like this. In perpetuity to keep the pier doesn't bother him. If it is okay with Truist and the conditions are intact, he is all for it.

Commissioner Kwiatkowski asked what the Board would like to do with the building. She wouldn't do this. She would put a plan together first. She wouldn't have approved to go forward with the financing if this is how it would play out.

Mayor Pro Tem Smith said concerning Commissioner Murdock's question, it was asked and they said as long as it is not a private club, it is okay.

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

ADJOURNMENT

Motion to adjourn at 5:12 p.m. by Commissioner Brown; second by Commissioner Murdock; approved by unanimous vote.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS
REGULAR MEETING
TUESDAY, MAY 17, 2022 – 5:00 P.M.**

The Board of Commissioners of the Town of Holden Beach, North Carolina met for a Regular Meeting on Tuesday, May 17, 2022 at 5:00 p.m. in the Town Hall Public Assembly. Present were Mayor J. Alan Holden, Mayor Pro Tem Rick Smith; Commissioners Gerald Brown, Brian Murdock, Page Dyer and Pat Kwiatkowski; Town Manager David W. Hewett; Town Clerk Heather Finnell; Assistant Town Manager Christy Ferguson; Police Chief Jeremy Dixon; Lieutenant Frank Dilworth; and Town Attorney Rick Green.

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

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

Town Manager Hewett suggested that the Board remove items 9 & 10 from the agenda. Mayor Pro Tem Smith said they have received some input from the public on the lighting ordinance. He agreed it is a good idea to push it another month.

Motion by Commissioner Brown to approve the agenda with the removal of items 9 & 10; second by Mayor Pro Tem Smith; approved by unanimous vote.

APPROVAL OF MINUTES

Motion by Mayor Pro Tem Smith to approve the minutes from the Special Meeting of March 31st, as well as our Regular Meeting on April 19th; second by Commissioner Murdock.

Commissioner Kwiatkowski said on page 12 in the 4th line on the discussion for Block Q, \$2,000 needs to be changed to \$200,000.

The Board all agreed to approve the amended minutes.

PUBLIC COMMENTS ON AGENDA ITEMS

No comments were made.

POLICE REPORT

- Page 2 of the report is missing in the packets. Copies were supplied at the meeting.
- Had Days at the Docks in April. Worked with the Governor's Highway Safety Program and had the seatbelt convincer onsite. Had a lot of participation. Also ran a dunking booth. It was a huge success. Couldn't have done it without the volunteers. Thanked the volunteers.
- Seeing an increase in people. Encouraged everyone to drive safely and wear seatbelts. That includes on low-speed vehicles. Watch out for pedestrians and cyclists.
- No pets on the strand starts May 20th. That is from 9:00 a.m. – 5:00 p.m. That runs until September 10th.
- Still heading into summer with two vacancies. Due to that we have adjusted the schedule. It is not ideal, but we are making the best out of the available resources.
- Memorial Day weekend is quickly approaching. After receiving mostly positive feedback last year, we will try to run the no left turn lane at the foot of the bridge on Saturdays through Labor Day weekend.
- Hurricane season starts June 1st. Have you plans ready now.
- May 15, 1962 was proclaimed as National Peace Officers Memorial Day. National Police Week occurs every year in May. He went over statistics from the Officer Down Memorial page. On behalf of the Holden Beach Police Department, they would like to recognize the brave men and women across our nation who have been killed in the line of duty while protecting our communities and standing for our democracy.

Mayor Pro Tem Smith said he noticed there were four more investigations requested. He asked what happens without a detective. Chief Dixon said they are stretched with resources, those sort of stay in limbo. They are sitting in the que waiting. Mayor Pro Tem Smith thanked the Police Department for their hard work. He said golf carts are starting to pick back up. He said we need something put out. He doesn't want to see any kids get hurt. Chief Dixon responded that they spent a lot of time educating last year. They will continue those efforts this year. He has seen an increase in seatbelts and child restraints.

DISCUSSION AND POSSIBLE ACTION ON CANAL DREDGING MASTER PLAN

Assistant Town Manager Ferguson explained the canal dredging working group decided they wanted to pursue a master plan update, particularly because we completed a project in 2019. Right Angle Engineering conducted the update. A draft was supplied to the working group. Comments received were minor. What is before the Board is the final to vote on. The last one we did was in 2016. Shane Lippard from Right Angle Engineering is in attendance to answer questions.

Motion by Mayor Pro Tem Smith to approve the Canal Dredging Master Plan; second by Commissioner Murdock.

Commissioner Kwiatkowski said she noticed measurements are recommended every two years. She asked if the check could be every three years. Assistant Town Manager Ferguson said we typically do that because if we have a hurricane event, it can change things, plus if bulkheads blow out, there could be shoaling that occurs that affects the flow.

The motion passed by unanimous vote.

DISCUSSION AND PROVISION OF STAFF DIRECTION CONCERNING THE CLOSURE OF A PORTION OF CAROLINA AVENUE (BETWEEN JORDAN BOULEVARD AND QUINTON STREET) AND RELATED BLOCK Q SITE DEVELOPMENT ACTIONS

Town Manager Hewett stated with the acquisition of the Block Q properties, the issue on what the best use of the property is has been raised. Staff is asking if the Board wants to proceed with closing the portion of Carolina Avenue between Quinton and Jordan Boulevard. The process involved with that is laid out in the packets. He reviewed the process. We provided a draft of the required resolution to give an idea of the process. In order to make the resolution adequate for adoption, we need to get a proper survey with metes and bounds. Town Manager Hewett said Carolina Avenue is one of our Powell Bill maintained streets. Upon withdrawal of it, we will lose that portion of the funding that attaches to it. It is only about 300 feet. If the Board wants to move forward, he will need to engage to get a survey done and bring the resolution of intent back to the Board for consideration.

Motion by Mayor Pro Tem Smith to move forward with the process to close the portion of Carolina Avenue where Block Q is so we can move forward with the engineering and survey work that needs to be done; second by Commissioner Murdock; approved by unanimous vote.

Town Manager Hewett said assuming that this happens, it is his understanding the Board wants to proceed with master planning that site. At this time, it would probably be a good thing to engage a consultant engineer to look at the master site plan. He recommended the Board do that. If they are going to do get a consultant engineer engaged for the layout at Block Q, you may as well get the same one to do the pier layout. Commissioner Kwiatkowski said that is something that can be discussed Friday when they see where the Town stands with money and various priorities. Town Manager Hewett said he is just talking about getting a plan together, with no appropriations intended. He said putting out a request for qualifications will take some time. He said there is a contract with McGill & Associates for the Parks & Recreation Master Plan. We may be able to work something out as far as a change order, but it is up to the Board. Commissioner Murdock asked if we would be putting the cart before the horse if we do anything before closing Carolina Avenue. Commissioner Kwiatkowski agreed and thinks the Town should get the road closed first.

The Board talked about what to do with Block Q at this time. Designating part as boat trailer parking temporarily and controlling the area was discussed. Jim Varner from Otto Connect shared his recommendations for the area.

DISCUSSION AND POSSIBLE APPROVAL OF CYCLE NC BEER GARDEN

Assistant Town Manager Ferguson stated we are the final destination for the Cycle NC Tour. We will have 1,000 cyclists. There will also be a kite festival on the beach that weekend. Chip Hofler from Cycle NC, North Carolina Amateur Sports is in the audience. She, along with Chief Dixon and Public Works Director Clemmons met onsite with Mr. Hofler today to work on logistics. They will be camping overnight. They are requesting to have a beer garden.

Motion by Mayor Pro Tem Smith to approve the beer garden for the Cycle North Carolina Mountains to Coast for October 8th of this year; second by Commissioner Murdock; approved by unanimous vote.

DISCUSSION AND POSSIBLE ACTION ON RESPONSES FOR FOOD TRUCK VENDORS AT THE PIER

Town Manager Hewett would like the Board's input on what they would like to do with the food truck vendors. Per the Board's direction, staff solicited for vendors to provide services at the pier property for the period between Memorial Day and Labor Day. We received two companies that submitted proposals, plus one that came in late. He said we have a general idea of where they might go.

The Board talked about the availability of the vendors and scheduling. Town Manager Hewett said he thinks what he is hearing is that there is none of the three that they wouldn't want to see and general guidance is to see how to maximize in terms of presence, calendar and space. The Board agreed. Town Manager Hewett said since there was a limited response, we can see what can be worked out. If it is problematic, he will bring it back to the Board. Commissioner Kwiatkowski asked if the Board needed to modify peddling. Town Manager Hewett responded we reviewed it. The interpretation of the chief building official is that no, it is a recreation associated amenity and the Town is exempt from it. His understanding is this is okay with the Board. He will move forward.

Mayor Pro Tem Smith said there are some oceanfront campsites available at the pier. He asked if that is something we can move forward on. Mayor Holden stated the Board talked about that and agreed they wanted to resurrect their livelihood and move forward. He and Town Manager Hewett followed up on the Board's discussions and Inspections Director Evans is looking into that.

DISCUSSION AND POSSIBLE ACTION ON LAND & WATER TRUST FUND GRANT

Assistant Town Manager Ferguson explained this is a grant that the Town asked for a waiver for. The waiver was to allow us to do the purchase, then the Town could apply retroactively for a grant. The waiver is only valid through September 30th. In diving into the grant once it was released, staff

recommendation is the Town should not pursue the grant. She said there is a difference in strings and anchors and went over some the restrictions and reasons for the recommendation.

Motion by Commissioner Kwiatkowski that we follow the assistant town manager's recommendation and not pursue this grant; second by Mayor Pro Tem Smith; approved by unanimous vote.

DISCUSSION AND POSSIBLE ACTION ON OCEAN BOULEVARD WEST RIGHT-OF-WAY AT HARBOR ACRES

Mayor Holden stated this issue has been ongoing since Hurricane Hazel recovery and when the state relocated the street. At that time houses were built about where they thought the houses used to be, some houses were across property lines. Most of that has been corrected throughout the years. Today, as you go west down Ocean Boulevard and you approach the area of Harbor Acres, the state hard surface is not properly located. There is a discrepancy in the boundary lines of some of the oceanfront lots in that area versus the second row lots. In some cases, there is more space between the second row lot southern property line and the oceanfront lot northern property line; the distance is wider than the street right-of-way (ROW).

Mayor Holden talked about the history and stated in the area from Ferry Road, back this way to about 122 Ocean Boulevard East, there is a change in the width of ROW. It is similar because the ROW was staggered and the location of hard surface. The Town worked with the owners and agreed to a line that the Town would use, tied to all the information of record. The Town agreed to govern the construction of the properties. They tried to agree to a working line for the setbacks so all of the houses would be in a line. He talked about the problems in Harbor Acres. Mayor Holden suggested the Town look into the past and come up with a solution similar to what we did for Ocean Boulevard East.

Mayor Holden suggested the Town formalize some action to solve the problem for the property owners in the area. He would like to agree to a theoretical line that would not interfere with any legal rights of anybody, just a way to process applications for permits for the area. He would like a process to seek a remedy for the continuing problem that has been a problem since 1955.

Mayor Holden would like a directive to be given to the town manager to come back with some suggestions. When the bike path project is completed this September, we can see what we are working with. We could start talking about it now rather than waiting. The Board did not have a problem with the request.

DISCUSSION AND POSSIBLE ACTION ON ENDING STATE OF EMERGENCY FOR COVID-19

Mayor Holden said we have been operating Town Hall under emergency guidelines for COVID. There has been concern that it is probably time to lift the restrictions on Town properties. He would like to suggest as the emergency management director that the regulations be lifted as of June 1st. He asked

if anybody had any objections. None were made. He asked Town Clerk Finnell to prepare the paperwork.

PUBLIC COMMENTS ON GENERAL ITEMS

Gay Atkins asked if there is any way people can go into the Inspections Department and get files since the restrictions are being lifted. She said files now need to be emailed, but she wants to go back to where people can look through folders and make copies. She said it takes forever with the current process. Mayor Holden suggested Ms. Atkins ask Inspections Director Evans.

Jerry Baker stated he went to the Inspections Department today and found out the inspector is not doing inspections until Monday. He thinks an inspection needs to be done within 48 hours of when it was requested. He understands he has COVID, but people could lose rentals if there aren't inspections. He wants something to be done so that inspections are done in a reasonable time.

Drew Sellers from Sunset Slush said they applied to be a food truck vendor, but their name wasn't mentioned. Town Clerk Finnell said she didn't see it and asked them to send it in again.

Marti Arrowood stated Jeff Conway passed away on Sunday. He had a store at the corner of Jordan and Brunswick. His daughter is Dee from Dee's by the Sea, president of the Merchants Association. She said he was an ambassador to the beach.

Charlie Samardelis asked about the vacancies in the Police Department. He thinks they do a great job but believes it will become an issue if they are understaffed. The Board agreed to let Chief Dixon respond. He said law enforcement across the nation is seeing a shortage. Classes in BLET are much smaller than they were. Other agencies pay more and have more toys. Mr. Samardelis inquired if our salaries are competitive. Town Manager Hewett responded no.

Keith Smith would like to see a master plan on how the Town can make the pier an iconic family focused cultural center. He talked about his experiences at the pier. He asked if the underwater engineering report would be a public record. Mr. Smith said it takes too long to get a permit in the Town. He talked about his experience. He suggested getting more resources for Inspections during budget time.

TOWN MANAGER'S REPORT

- Seagull Street Paving – understands they were setting grade stakes today. They are usually not there long before a bulldozer comes in. Forecasts if they don't start at the end of the week, they should be onsite with materials the beginning of next week.
- Just received the divers' inspection. He read the executive summary. Repairs are recommended, but the priority of the recommended repairs is low. Table 1 summarizes the conditions observed during the inspections. The cost associated with the table is \$116,000. He said he is sure there is

more to it, but in answer to the state treasurer's question, he thinks there is some relative assurance that the Town has not bought a lemon.

MAYOR'S COMMENTS

- Had an emergency planning meeting at Odell Williamson Auditorium involving all the parties that get involved with emergencies in the area, federal, state and local. It was a well-attended meeting. Didn't learn a lot of new things, but it brought up a lot of important things that we needed to be reminded of. Will have meetings and follow-ups as needed to help this island be prepared.
- Talked about the bear on the island. Had various wildlife on the beach. Always interesting to see what is visiting us.
- Concerned over the high tides we are having more and more each year. Encouraged all homeowners in areas prone to excessive high tides that they should always have ground level properties elevated. Be mindful of that as your store things.
- Have a volunteer luncheon on May 27th. Thanked all past, present and future volunteers.
- Oceanfront Homeowners – it is an annual problem that house numbers are not being replaced. Need them for emergency purposes. Oceanfront numbers are critically important. Encourage neighbors to put numbers up.
- Overall, the island looks great, doing a lot of great things. The community is moving in the right direction. People's comments make him proud to be part of the Town.

BOARD OF COMMISSIONERS' COMMENTS

Mayor Pro Tem Smith

- Had several calls about the house that burned on Ocean Boulevard. Spoke with Inspections Director Evans and he said a demolition permit has been issued. There is a track hoe, excavator in front of house today.
- Days at the Docks was fun. It was a great event.
- Thanked Assistant Town Manager Ferguson for working on the grants, Town Clerk Finnell for her work on the light ordinance, Chief Dixon for the dunk tank and Lieutenant Dilworth for his work on the pier parking spaces. It really helped getting the area uniform and neat. Also thanked Public Works Director Clemmons and his staff for their work on the parking lot. It was a great effort from staff for everything they did in the area.
- Saturday morning, they came to get the next to last section of pipe from the beach. Sunday morning the last set of dredging pipes were removed. The beach is back to normal.
- Got a lot of calls about parking. It is a work in progress. Will have bumps in the road. Will address them as we go.
- We are not far from rental season. Hopes everything goes good for everyone who has their houses rented.

Commissioner Brown

- Two or three brought up about the Inspections Department. He said it is a cluster. He went to the office to turn in an inspection and it said they would be back at 8:00 a.m. the next day. Saw two employee vehicles, but they couldn't come out to take the inspection. Went back the next morning and it has been changed to 8:30 a.m. People are mad. Said we are just a step above Mayberry and they don't deserve the treatment. He said it's been going on long enough. He is tired of people calling him. Talked about going into the office. Never been in an Inspections Department where you don't see everybody. Let your voice be heard. Said the inspector has been there the last few days and needs to be put back to work.

Commissioner Murdock

- Heard what was said loud and clear. When you get up and speak, we take what you say and try to do something about it. There were three comments about the Inspections Department so they will see what they can do. Has been a contractor at the beach for 20 years or more. Thoroughly have enjoyed working building here. Until a little while ago they only had two people in the department and an in and out administrator. Inspections Director Evans wears a lot of hats and is tasked with a lot of things to do that doesn't even necessarily concern inspections or permits. The CAMA permit process is 21 days minimum. That is if you have all of your paperwork. The paperwork alone is not an easy process. Had a ton of building on the island. They are overworked. If they took the time to answer every question as people come in they wouldn't have time to do an inspection. What we have is a mess, they do need some help. We hired another person and hopefully it will improve. Agreed shouldn't need to wait from Tuesday until Monday. Thinks we should be able to get an interim person to do the inspections. It is a hard process at best. Will try to make it better.
- Thanked Jim Varner for his effort with parking. Knows people have complained that they paid and they still got a ticket. Tried to address construction workers. Talked about the issues for contractors. Need to work on that. We are in a learning curve.
- Thanked Chief Dixon and his staff. Getting ready to get busy. Knows the person we were looking at went elsewhere because of money. Need to look at that from a budget standpoint. Agreed it is a nationwide thing, nobody wants to be an officer at this time.
- Town staff tirelessly works getting things done, thanks.
- Events so far this year has been very successful. The plant sale at his building had a great turnout. Understands they had one of the best ones they ever had. Enjoyed them coming out. Days at the Docks was great. Will have a big year. Have a great beach strand. People are enjoying the big beach stand.
- Appreciates people coming out.

Commissioner Dyer

- Days at the Docks was successful. Would have liked to see a little more vendors, but knows we are coming back from COVID. It was a beautiful day. It was nice to see everyone out enjoying it.

- Thanked staff for the work done on the pier since we purchased it. It is cleaner and nicer. Thinks it is good to let people know we are working on it. Some stuff is temporary. We have more work to do with things like master plans.
- Seeing Block Q bushhogged looks so much better. Will look great for renters coming in. Thinks people will see we are trying to get things done.
- Bear with us with parking. Knows one morning at 7:00 a.m. Mr. Varner was out there digging holes. He has a hands-on approach. Need to work out the bugs, thinks it started off well.
- Have a safe holiday. Slow down, look out for people crossing the street.
- Thanked Chief Dixon and his staff. Knows will need to work hard with all the hours. Appreciates everything all the officers and staff does.

Commissioner Kwiatkowski

- Appreciates seeing everyone starting to come back. Hope you can talk to neighbors. Having an audience really makes a difference.
- Thanked staff in advance of season. Have been doing great all year, but it will be crazy this year.
- Do have a budget workshop on Friday morning if you want to come and listen to discussion on how to pay for everything that we hope to do. Encouraged people to come and see how we can work through everything.
- Have a good Memorial Day.

Mayor Holden has a letter from Heather Ramsey in regard to Tourette Syndrome Awareness Day. The Board does not have a problem with him declaring it for the Town.

ADJOURNMENT

Motion by Mayor Pro Tem Smith to adjourn at 6:51 p.m.; second by Commissioner Brown; approved by unanimous vote.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS
SPECIAL MEETING
FRIDAY, MAY 20, 2022 – 9:00 A.M.**

The Board of Commissioners of the Town of Holden Beach, North Carolina met for a Special Meeting on Tuesday, May 20, 2022 at 9:00 a.m. in the Town Hall Public Assembly. Present were Mayor J. Alan Holden; Mayor Pro Tem Rick Smith; Commissioners Gerald Brown, Brian Murdock, Page Dyer and Pat Kwiatkowski; Town Manager David W. Hewett; Town Clerk Heather Finnell; Assistant Town Manager Christy Ferguson; Public Works Director Chris Clemmons; Public Works Supervisor Scott Cunningham; Police Chief Jeremy Dixon; and Lieutenant Frank Dilworth.

PUBLIC COMMENT

Charlie Samardelis said he reviewed some of the numbers and the Town is well below what other Police Departments are making. He thinks it needs to be addressed.

Commissioner Kwiatkowski would like to add an item to the agenda after the Budget Workshop.

Motion by Commissioner Kwiatkowski to add Discussion and Possible Action on Block Q Parking Lot; second by Mayor Pro Tem Smith; approved by unanimous vote.

BUDGET WORKSHOP

Town Manager Hewett directed the Board's attention to page 23, FEMA Projects Funds. Even though it is not specifically addressed as a Board priority in this year's goals, the FEMA Project probably won't be done for a while. The Town is probably on the hook for \$1 million of interest on the special obligation bond. He provided background on the bond. We have been talking to the Department of Public Safety for three years to figure out if the interest on the bond, along with the cost of issuance would be reimbursed to the Town as project expenses. Now as we wrap up the final payout on the project and process the associated reimbursements to FEMA, staff has become skeptical of the fed's reimbursement of the \$1 million. Our thinking is that disapproval of the reimbursement interest request would cause an unacceptable delay in the reimbursement of the last 25% of the project expenses because a final inspection will not be performed when there is an appeal pending. \$1 million will need to come from somewhere. Town Manager Hewett prepared a fund balance calculation handout (hereby incorporated into the minutes). He went over the information and explained how it is calculated. Last night, Congressman Rouzer released his Congressional priorities list. Of the 15 projects submitted, the Town had three of those. Those three projects are \$1 million for the Corps to fund their piece of the Coastal Storm Damage Project, the Greensboro Street Lift Station 2 Hazard

Mitigation Upgrade at \$2.7 million and the Ocean Boulevard Stormwater Mitigation Project that is \$750,000. That still is subject to approval with the Congressional budget.

Town Manager Hewett said the salary line in the Police Department doesn't include the detective that the chief requested. It was an error. That is about a \$60,000 swing on that budget. Insurance costs went up roughly 3%. While predicated on no tax increases, the sewer assessment needs to increase to \$459.73. That is a function of the debt service on the upgrade of lift station 3. The Capital Improvement Plan (CIP) has been updated with the water and sewer section that the Board approved at the last meeting. The BPART portion of the CIP doesn't include the \$500,000 - \$750,000 in the outyear estimates that have been made previously for repairs or the \$116,000 estimate that the divers' report reflected the other night. The revised spreadsheets are before the Board for discussion and revision as they see fit.

Commissioner Kwiatkowski said if you give a 7.4% COLA, nine exempt employees will get approximately \$44,000 and the other 17 hourly employees will get \$42,500. She sent her proposal to the Board and the town manager that the Board should look at it differently. She stated the Town gave everyone a \$750 bonus in December. If she knew what she does now, she would have proposed more in December. She proposed the Town give a \$750 bonus before the end of the fiscal year. She also proposed to address the departments that are most hurting, Public Works and the Police. She suggested that all hourly employees get a raise of 50 cents, immediately after July 1st, 5% merit to be managed and in January another \$750 bonus. She said if she calculated right, that is about an 8% increase based on this year's salary budget.

Commissioner Kwiatkowski stated she doesn't see how to add a detective and body cameras this year. She is not saying to not do the interrogation room. Mayor Pro Tem Smith agreed we need the interrogation room equipment upgraded. He thinks the cameras and detective are important, but with the budgetary restraints we have, he thinks we need to increase salaries to the point we can attract officers to fill the vacant positions. Commissioner Kwiatkowski said other municipalities are looking at ways to attract people. She said there is nothing wrong with a sign-on bonus. She said based on what she is proposing, anyone here as of September, doing a good job would be eligible for the \$750 in January. Town Manager Hewett said the Personnel Policy does not provide for a sign-on bonus. He talked about potential problems and moral issues associated with doing that. You can put money towards the personnel side, but unless you address the classification side you only address half the issue.

The proposal and classification rates were discussed.

Commissioner Dyer asked if it would be beneficial to hire someone with detective abilities that could also act as an officer when they are not doing detective work. Chief Dixon said he needs to fill the patrol positions first. Our salaries are \$2,000 - \$4,000 behind every other local department and about \$8,000 - 10,000 behind the Sheriff's Office. We can't keep up with the Sheriff's Office, but he thinks we should keep up with the other local departments. He talked about the need to increase a few employees because they wouldn't be making starting salary if the amount was increased and the potential problem of compression in his department. Mayor Holden said the funding is equivalent to half of a cent on the tax rate to get the Police Department competitive on the local basis and still remain non-competitive with the Sheriff's Department.

Commissioner Murdock proposed a \$1 increase on the hourly people. Retaining current employees was discussed. Compensation and the proposal were further discussed.

Town Manager Hewett recapped that what he heard is a \$750 bonus now for everyone performing satisfactorily before the end of fiscal year; as of July 1st, a \$1 increase for non-exempt employees; on January 1st, a \$750 for everyone with the Town as of September 1st; and a 5% merit pool for all. He said the cost of this is to delete the body cameras and detective position. He said those fundings are in different funds. The deletion of the detective and body cameras will only free the revenue in the General Fund. Mayor Holden asked what will cover the additional expense in the other departments. Town Manager Hewett replied he needs to run it. Commissioner Kwiatkowski said when she did the calculations on the proposal with the 5%, she was coming in around an 8% increase over last year's salary budget. She thinks you should be within the 10.4% that was recommended or it will be pretty close.

Examples of the proposal and how it would be calculated were discussed. Inflation, addressing both personnel and classification sides and increasing salaried employees' rates were discussed. Increasing salaried employees by \$1 per hour would be equivalent to an increase of \$2,080.

Commissioner Kwiatkowski suggested doing another classification/pay study next fiscal year. Town Manager Hewett explained the merit increase process. Commissioner Kwiatkowski said the following is her understanding of where the Board is: two \$750 bonuses, \$1 hourly and 5% merit. Then adding the equivalent of \$1 per hour to salaried employees. The Board agreed they are not voting on anything today; it is just discussion.

Town Manager Hewett confirmed the Board's guidance is a \$750 bonus now in the current budget year, \$750 bonus in the upcoming budget on January 1st for all employees who have been here as of September 1st and performed satisfactorily, a 5% merit pool for all and \$1 increase for all employees (\$2,080 equivalent for salary employees).

The Board talked about new hires and adjusting classification ranges.

The Board agreed to use the social security COLA to update the classification ranges this year. From a policy standpoint regarding classification plan increases, staff will bring something back to the Board.

Commissioner Kwiatkowski inquired about the \$1.1 million being taken out of the sand fund. She stated the sand fund is for sand on the beach. Assistant Town Manager Ferguson explained it is for \$1.1 million of the payment for central reach. There is no fund balance to take. Commissioner Kwiatkowski asked how much is available for fund balance appropriated from the General Fund. Town Manager Hewett replied \$3,020,447 is the estimate, which is right at 72%. Commissioner Kwiatkowski said we have a 40 – 70% target. She said when central reach came in we were using two cents of tax money from the General Fund towards central reach and the rest was coming out of BPART. She asked if we can still do that so the General Fund pays the equivalent of two cents for paying off central reach and the sand fund covers the rest. She would like the sand fund to stay there. That's where we would get money to pay dredging and you could pay interest on the revolving loan from that fund. Town Manager Hewett responded that the Town has 70% fund balance. Two cents on the tax rate is about \$250,000. You can

transfer the amount, but it would have a corresponding effect on fund balance. It would probably bring it down to about 60%. You have to remember whatever the appropriation is, it is really a twofold hit. Now that becomes an expense, which hits your denominator and numerator in the fund balance calculation, so it is really a \$500,000 swing in the equation. He said the Board should register the fact that it is also proposed in the budget to finance the lift station upgrade at Greensboro. As the budget was presented, it was proposed to fund it as a loan. That same project has been set forward by Congressman Rouzer for \$2.7 million of federal funding. He is not sure how that will turn out. You have to consider how the fund balance may impact the Local Government Commission's approval of a loan if the federal funding doesn't come through. If you want to move two pennies out of fund balance to pay the Central Reach Project debt, it will have an impact on your fund balance. It would be about 60% which is within the goals of the Board's policy. The \$250,000 contribution is still going to limit the availability, because you are still negative on BPART fund balance.

Town Manager Hewett confirmed the Board wanted to transfer the equivalent of two cents.

Commissioner Kwiatkowski said the Professional Services line in BPART went up \$30,000 since the last workshop. Town Manager Hewett provided a handout on Professional Services (hereby incorporated into the minutes) He said we don't want to mix budget up with accounting. He reviewed the handout. He said to break out that level of detail in the budget is not in accordance with the Fiscal Control Act which says you budget by function and it is not in accordance with GAAP (Generally Accepted Accounting Principles). If there is a desire to see a list of vendors that are being paid for in a particular line item, the handouts are the kind of reports that could be provided. To put that type of accounting information into the budget is not appropriate. The amounts are based on previous numbers. He said the increase was because he deleted the ATM line and moved it into Professional Services. Commissioner Kwiatkowski asked about the \$91,000 in the Governing Body Professional Services. Town Manager Hewett replied he used prior year experience to arrive at the amount. Since Rick Green is a new attorney that is up in the air. Attorney costs are always soft. Besides the audit, Thompson Price Scott Adams and Cavanaugh MacDonald Consulting are also in that line. Assistant Town Manager Ferguson explained that the money from the last workshop for beach vegetation and sand fence has been removed. The new information we have is that we will probably need to till and pick up rocks so that money has been moved to Professional Services Beach for those purposes.

Commissioner Kwiatkowski asked about dredge money for Lockwood Folly. Assistant Town Manager Ferguson said the Corps has O&M money to take care of their own maintenance and it is not our year to get the crossing sand. Assistant Town Manager Ferguson said Rothschild and Davis Park includes water for splashpad use, fence repair, bathroom cleaning and boat dock repair/maintenance. Everything associated with the park is sourced from there. The 796 OBW line is for an engineering and construction plan.

Town Manager Hewett answered questions on the worksheets. Commissioner Kwiatkowski inquired about the ad valorem budget going down about \$100,000. Town Manager Hewett responded that has to do with the collection rate. He said he thinks we have as many customers as before for blue can recycling, but he thinks people haven't been paying their bill. We sent out collection notices last week. Local sales and use tax are one of those accrual distributions on a quarterly basis. It lags two quarters. It is based on the League's revenue projection estimates. Commissioner Kwiatkowski asked if off street parking revenue could be transferred to BPART. Town Manager Hewett responded he put it in streets

because of the expense line. Not knowing how the revenues and expenses will be scrutinized, he wanted to make sure there is a direct correlation between the revenue and expense in the General Fund so it was apparent what it was being used for because of the legal requirement to track that. A transfer to the General Fund is identified as Transfer to the General Fund. It was identified as two cents. Commissioner Kwiatkowski said we will continue to have parking lot preparation costs next year. She wanted to know if it can go into BPART so that the money is available for the expenses that will come from upfitting and maintaining parking lots. Town Manager Hewett answered he doesn't think its necessary to make a concentrated, wholesale transfer. The line in the General Fund allows us the flexibility to make the repairs. Town Manager Hewett agreed that the increase in Insurance and Bonds is partially because of the recent property purchases. Commissioner Kwiatkowski asked why the City Capital Costs Sewer went down. Town Manager Hewett replied that it is County Capital Costs, not City. It is function of the bond refunding that the county did.

Mayor Pro Tem Smith stated he asked Town Manager Hewett yesterday about the funds for the grant for the 50' access by the pier and was told they wouldn't be added. Town Manager Hewett agreed it has been our practice to not add it until the funds were received. Commissioner Kwiatkowski said she had asked if it could be put in as a capital expense. She saw the \$500,000 was put in. Town Manager Hewett said that is a reimbursement of a prior year expense. Basically, it goes to fund balance whenever it is accounted for. It would be a Board decision at that time when it is received to put it in fund balance or reappropriate it. Assistant Town Manager Ferguson explained the \$500,000 is listed so they can get points on the grant application if we are turned down this year and reapply next year. It is a requirement for the grant, not a normal practice of the Town.

Commissioner Kwiatkowski asked that Town Manager Hewett go back to how the Budget Message was done in 18/19 with a lot more details and pie charts so it becomes a reference book that everyone has.

The Board recessed from 11:06 a.m. - 11:12 a.m.

DISCUSSION AND POSSIBLE ACTION ON BLOCK Q PARKING LOT

Commissioner Kwiatkowski stated it was raised at the last meeting that with the leveling and mowing done with Block Q it may be a situation where people will try to illegally park.

Motion by Commissioner Kwiatkowski that the town manager direct no parking signs be installed in the interior portion of that Town owned lot, that is within the signs that define the right-of-way (ROW) parking and that there are no other alterations within the lot other than ensuring that the right-of-way portion is maintained suitably until the Board determines what to do next and has a direction for work that is to be done.

Town Manager Hewett explained we got it together to post and rope around it. We will secure the site.

Commissioner Kwiatkowski withdrew the motion regarding no parking signs.

Motion by Commissioner Kwiatkowski that other than installing the post and rope and keeping up that ROW that nothing else is done until the Board makes a decision on how to proceed.

Commissioner Kwiatkowski agreed she meant except for the direction given the other night regarding the closing of Carolina Avenue. Commissioner Dyer asked how much trailer parking is there. Lieutenant Dilworth replied that there is nothing officially dedicated except for the nine Wildlife spaces.

The motion was seconded by Commissioner Brown.

Town Manager Hewett said it appears to him the only people that park around the ROW are boat trailers. Commissioner Dyer asked if there are ample spaces for boats. Staff doesn't have an answer on that. Staff talked about what they have seen. Mayor Holden asked if the motion means the Town can't mow. The Board agreed to keep it mowed.

Commissioner Kwiatkowski said if it is going to have post and rope there is no need for a motion. Commissioner Brown agreed.

PIER PROPERTY SITE VISIT AND DISCUSSION

Commissioner Murdock explained his intention was to have a hands-on experience at the pier. With the absence of Inspections Director Evans, he doesn't think it is necessary to go.

Mayor Holden inquired if Inspections Director Evans and the electrician made it to campsites. Public Works Supervisor Cunningham said Inspections Director Evans looked at it yesterday. Town Manager Hewett is not sure if the sites will be ready by Memorial Day.

Commissioner Dyer inquired about food trucks. Town Manager Hewett said they need to set up a schedule. The intent is to get them out there as quick as we can.

Commissioner Kwiatkowski asked if the parking lot at 120 Davis will be finished before Memorial Day. Public Works Director Clemmons said they will do their best.

ADJOURNMENT

Motion by Commissioner Brown to adjourn at 11:24 a.m.; second by Commissioner Dyer; approved by unanimous vote.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk



Holden Beach Police Department

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Monthly Activity Log (May 2022)

Printed on June 10, 2022

Descriptions	Totals	
911 Hang Up (911HU)	1	1
911 Open Line (OL)	2	2
Alarm (SIG45 Signal 45)	20	20
Animal Control Call	10	10
Animal Control Call; Call By Phone (10-21Law x21L)	1	1
Armed with Gun Knife or Other Weapon (10-84 x84)	1	1
Attempt to Locate (ATL)	10	10
Attempt to Locate (ATL); Meet with Complainant (10-83 x83)	1	1
Breathing Problems (COPD) [Charlie]	1	1
Breathing Problems [Delta]	1	1
Call By Phone (10-21Law x21L)	20	20
Call By Phone (10-21Law x21L); Improperly Parked Vehicle (10-70 x70)	1	1
Chest Pain or Discomfort [Delta]	1	1
Choking [Delta]	1	1
Disabled Motorist (10-87 x87)	1	1
Disturbance or Disorderly Subject	9	9
Domestic Disturbance (10-82 x82)	1	1
DOT Notifications	1	1
Drowning or Near Drowning [Delta, Water]	1	1
Drunk Driver (10-55 x55)	2	2
Escort or Convoy (10-59 x59), Call By Phone (10-21Law x21L)	1	1

Descriptions	Totals	
Falls [Alpha]	1	1
Falls [Bravo]	1	1
Falls [Delta]	1	1
Fight in Progress (10-40 x40)	4	4
Fire Alarm Activation	2	2
Hit and Run (Property Damage Only 10-54 x54)	1	1
Improperly Parked Vehicle (10-70 x70)	41	41
Keys In Vehicle or Lockout	2	2
Lost or Found Property	2	2
Medical Alarm [Bravo]	1	1
Medical Alarm [Bravo]; Alarm (SIG45 Signal 45)	1	1
Meet with Complainant (10-83 x83)	35	35
Missing or Abandoned Person	1	1
Noise Complaint	10	10
Open Door	3	3
Psychiatric or Abnormal Behavior or Suicidal [Bravo]	2	2
Sick Person [Alpha]	2	2
Sick Person [Charlie]	2	2
Special Check - Business - Residence (10-79 x79)	384	384
Stopping Vehicle (10-61 x61)	28	28
Suspicious Vehicle or Subject (10-60 x60)	8	8
Take Written Report (10-92 x92)	4	4
Take Written Report (10-92 x92); Call By Phone (10-21Law x21L)	1	1
Traffic Accident (Property Damage Only 10-50PD x50PD)	3	3

Descriptions	Totals	
Traffic Control (10-58 x58)	4	4
Traffic Incident (Pinned) [Delta, HeavyR]	1	1
Train Accident	1	1
Traumatic Injuries [Alpha]	2	2
Trespassers	7	7
Water Rescue	2	2
Welfare Check	1	1
	2	2
Totals	647	647



Holden Beach Police Department

110 Rothschild St
Holden Beach, NC 28462
www.hbtownhall.com
Phone: 910-842-6707
Fax: 910-846-6907
hbtownhall@hbtownhall.com



HBPD Monthly Report (May 2022)

Printed on June 10, 2022

Reported	Case Number	Address	Offenses	Disposition
05/19/22 09:54	HBP22-00035	277 OCEAN BLVD W	14-160 - INJURY TO PERSONAL PROPERTY	Investigator Requested
05/23/22 14:18	HBP22-00036	561 OCEAN BLVD W	14-190.9 - Indecent Exposure	Closed - By Other Means
Total Records: 2				

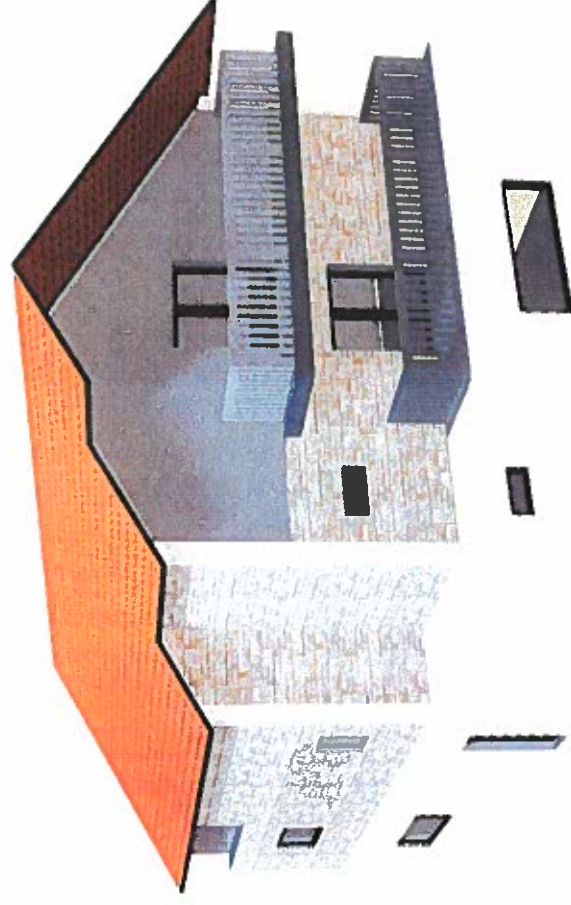
Holden Beach Planning and Inspections,

Holden Beach The Family Beach

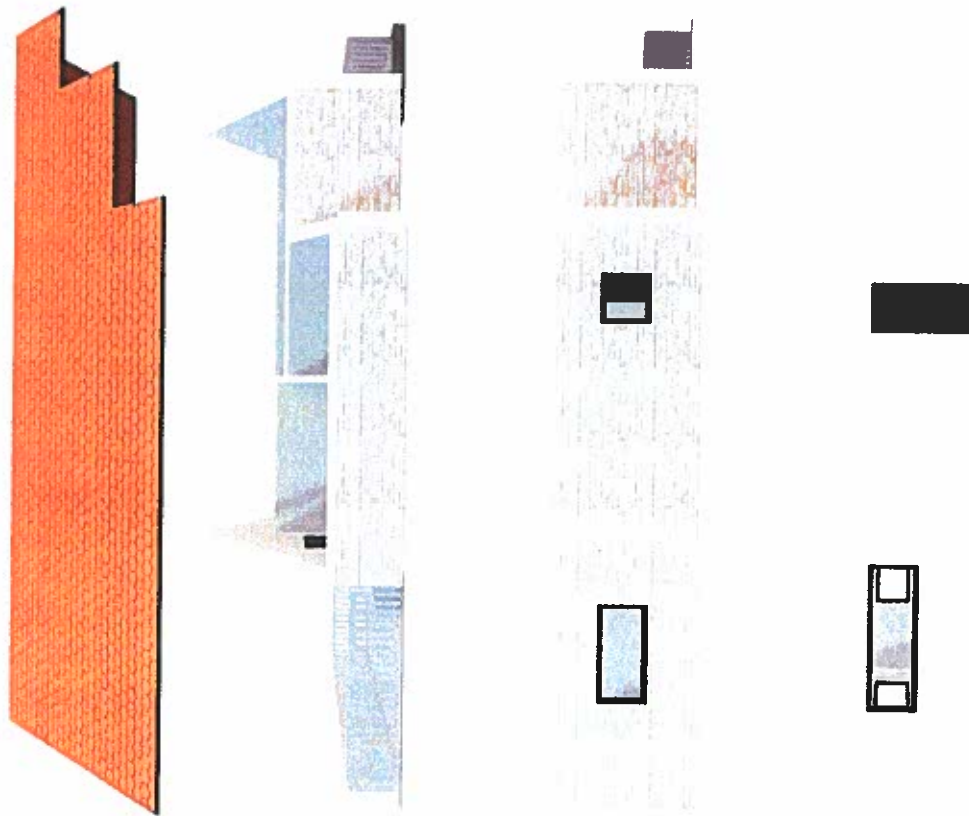
Dedicated to Keeping Families and
Visitors Safe, By Enforcing the Applied
Rules and Regulations applicable to
Development and Construction

Within The Town Corporate Limits

State Local and Federal
Guidelines More than a 5000
Page Responsibility



Plan Review



Plan review

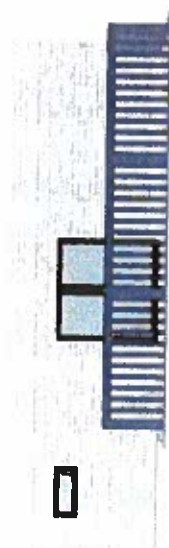
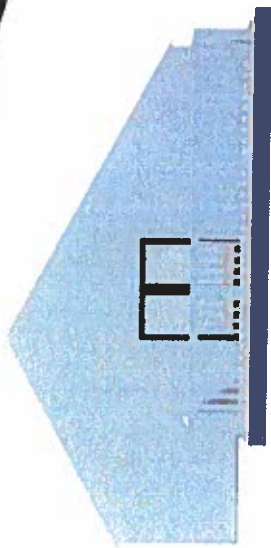
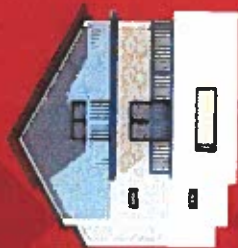
Plan reviews are performed on all applications that require modification and Land Disturbing activities

They require interaction with the Permit applicant, whether they are Homeowners, Contractors, Architects and Permit Representatives

They must be checked for compliance with all State, Local and Federal Guidelines

Not adhering to the rules effects the island's resilience, safety of the public, CRS ratings, and increases possible economic lost to the consumer and the Public.

Total Number of Reviews



Permit Plan Reviews:

Required on all Applications for permits, exception being some minor permits like electrical changeouts

Zoning Plan Reviews :

Required for any permit that has an impact or implication as to the Towns Ordinances and Rules

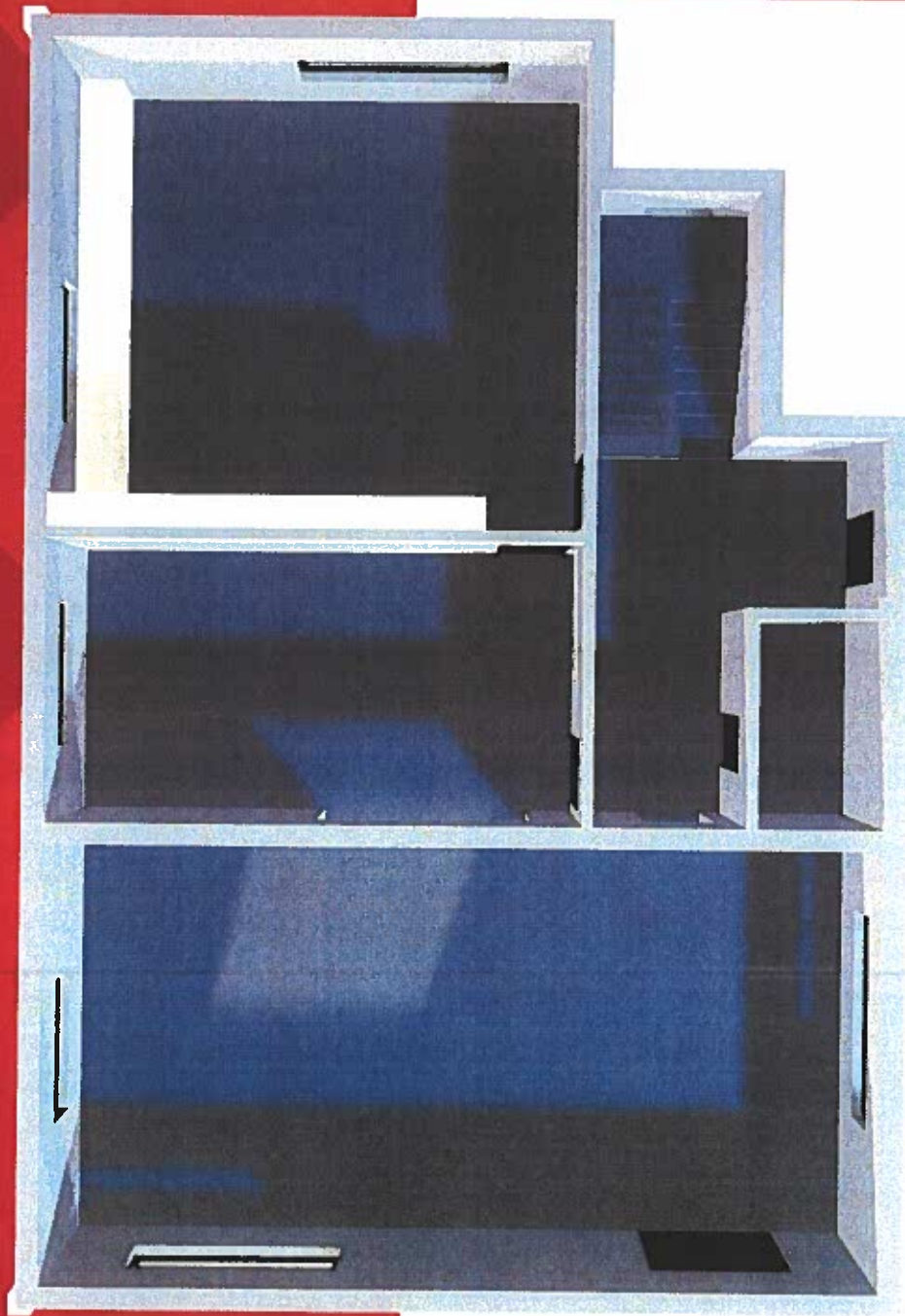
CAMA permit review

Applies to permit as required by NCDEQ and the Coastal Management Act.

Ordinance Complaints

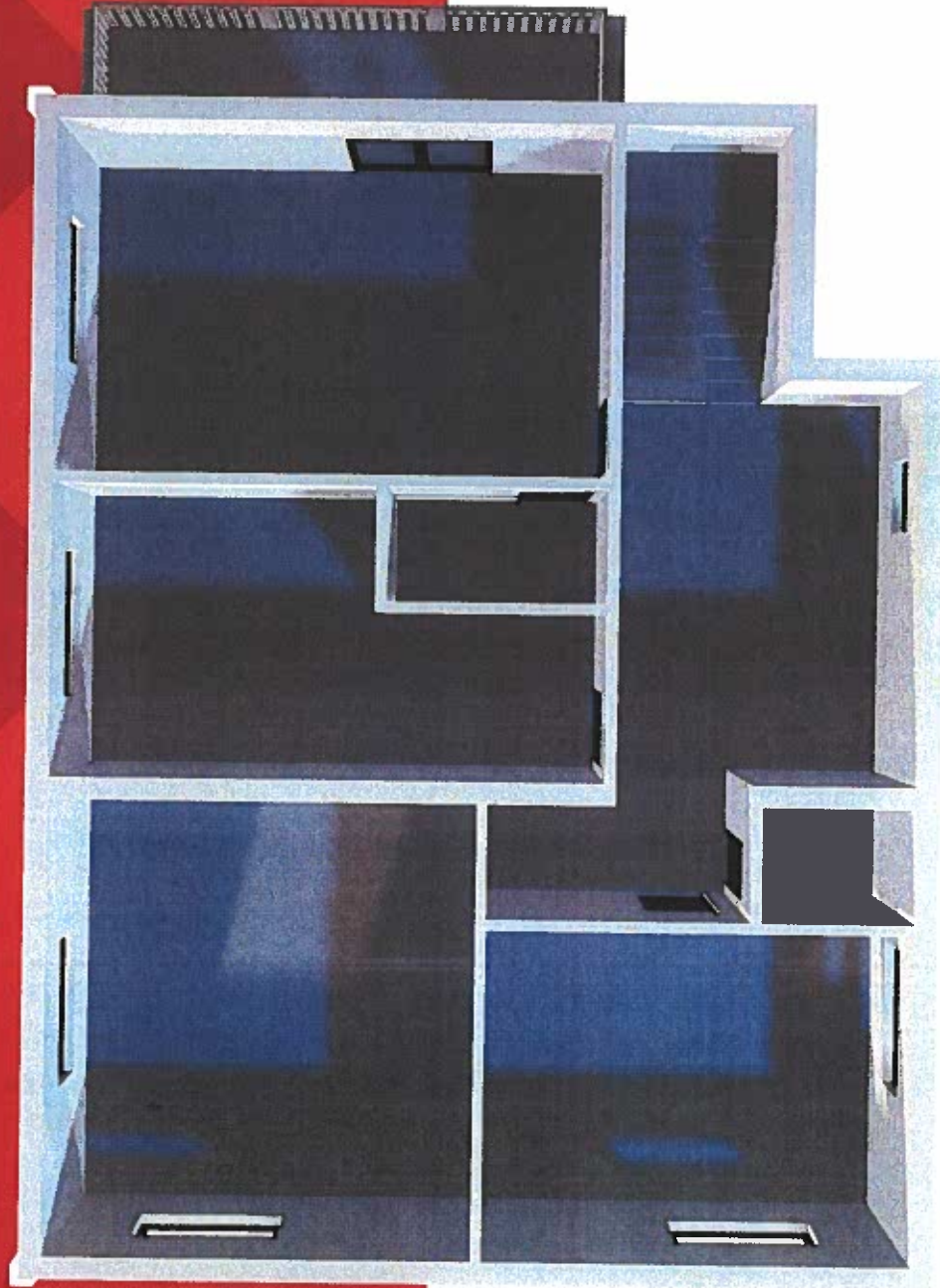
The Department acts to mitigate ordinance of Regulatory Complaints. Issue violations and follow-up.

Staff Performed the following Reviews For the Last Fiscal Year



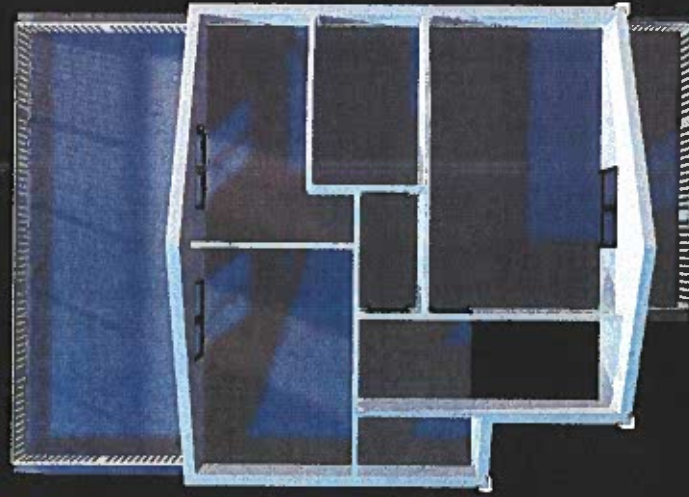
Building Reviews: 1397
Zoning Reviews: 202
CAMA Permits: 75
Stormwater: 66
Floodplain
Management Reviews: 45
Complaints: 38
Recombinations of
Property: 13
Vegetation and
Walkway Locates: 265
Approximate
Appointments with
Contractors and
Consultations: 613
Total=2714

Building Inspections

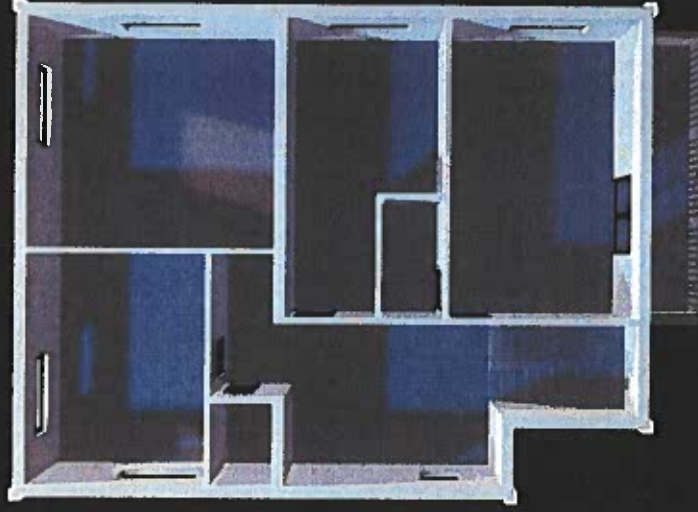


The state of North Carolina requires every municipality and county to hire a properly certified Inspector or contract with a government entity that has certified inspections for compliance with the North Carolina Building Code. Those Inspectors hold jurisdiction and are responsible for the enforcement of the North Carolina Building Codes.

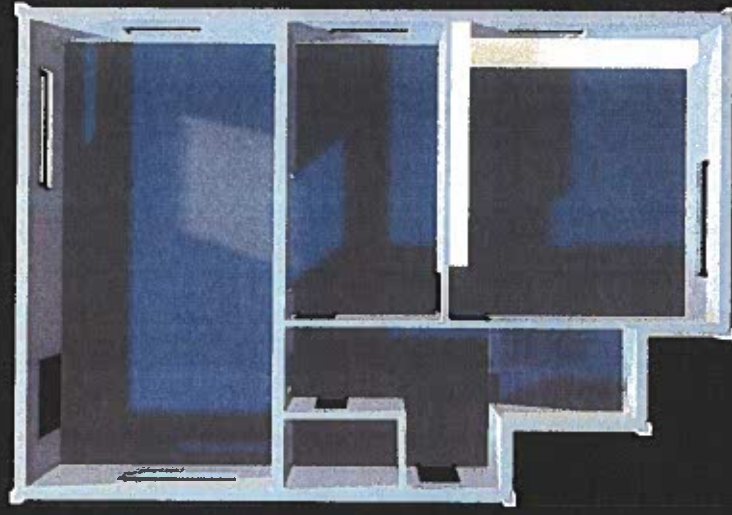
Holden Beach Inspections Department Employees and Function



Administration Assistant

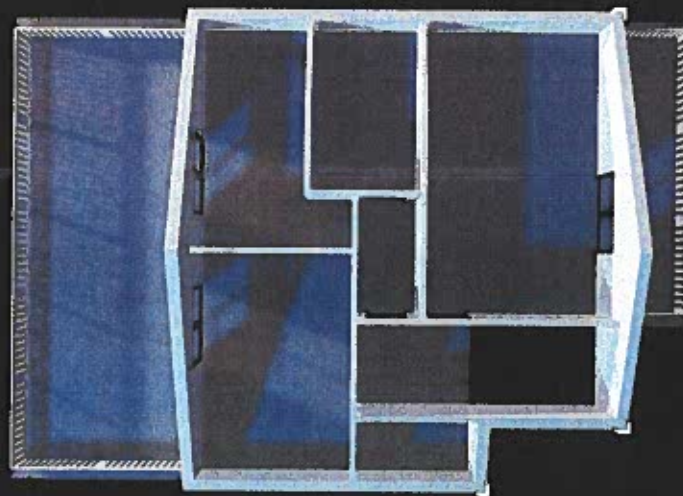


Plan Reviewer and Inspector

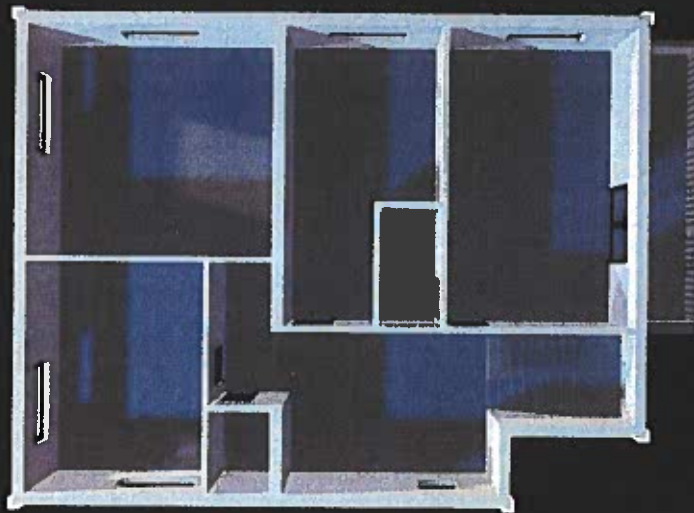


Fully Certified Inspector

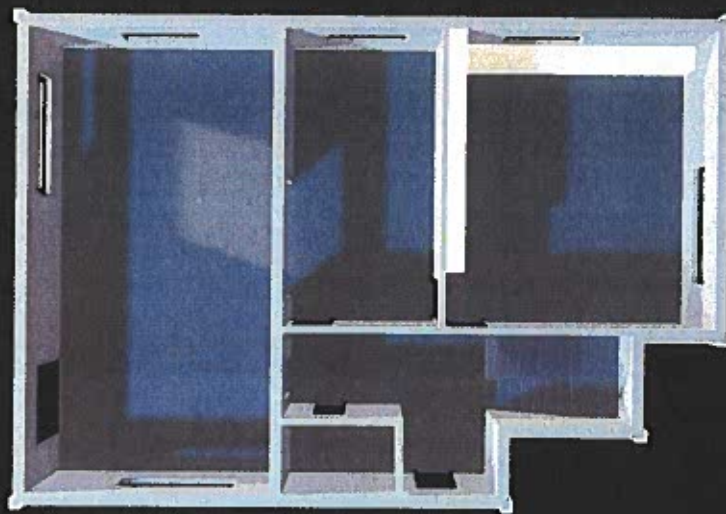
Holden Beach Planning Department Employees



Administrative Assistant

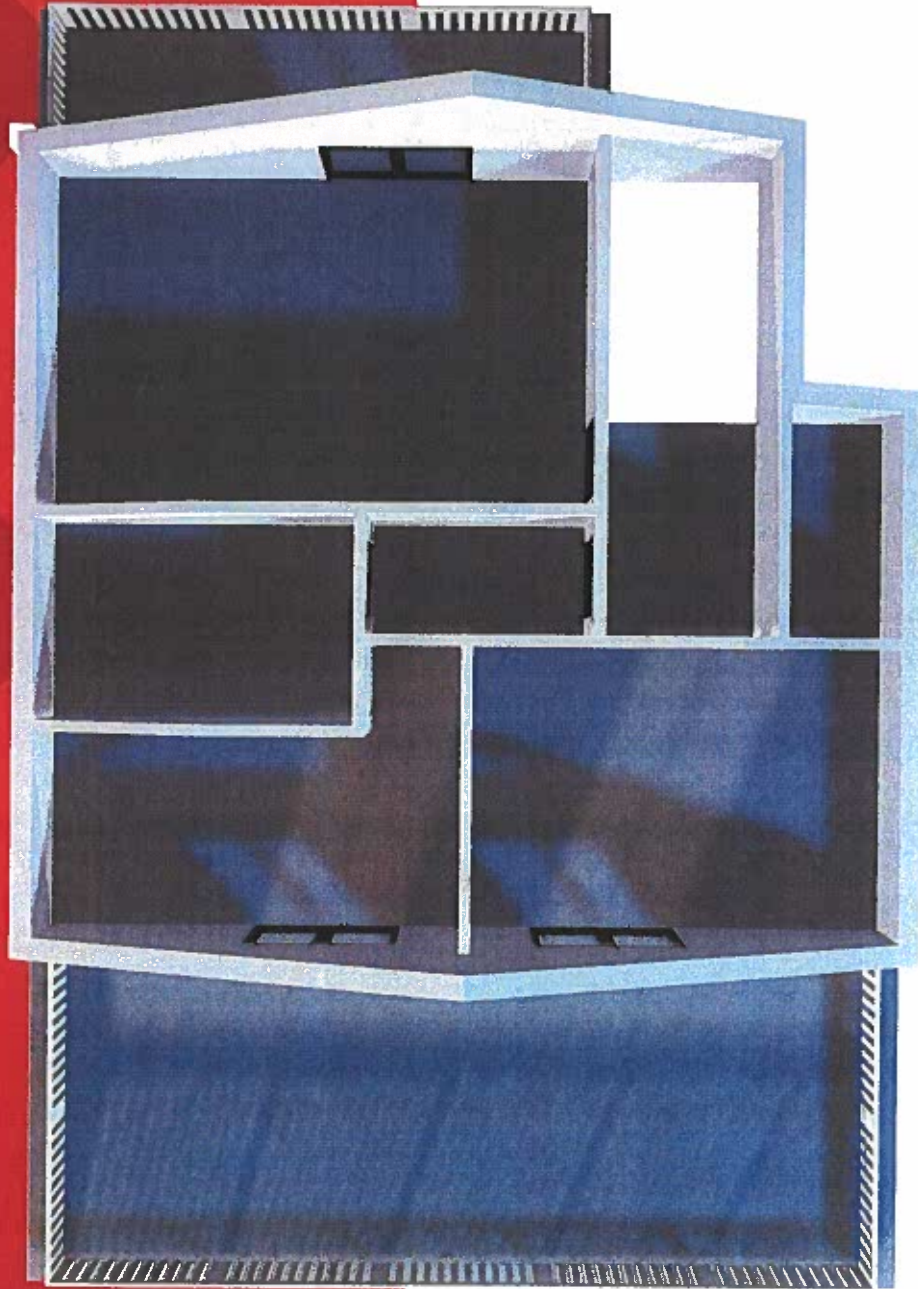


Planning, Zoning, Local CAMA Officer



Planning Director

Keeping your community safe requires making the tough decisions, Not enforcing the rules is considered Gross Incompetence under statutory law, and the inspectors can and will be charged by the governing board or NCDOl qualification Board.



Plan Reviews =432
Permits Issued =1049
Inspections Performed=
3187
Stop work orders=56
Complaints filed With
appropriate
Agencies=41
Major Code Violations
Destruction of
Properties=6
Total= 4771

Planning and Inspections Personnel

Every single permit issued, and every single plan review requires an action on the part of the Employee, Training and Con-Ed are required for every position in order to

Maintain the required certifications. A total of almost 400 hours.

Structural Valuation Increase
of \$40,935,510.30
+
Revenue Collection of
\$652,827.88

This report does not include, Planning Board attendance, Board of Commissioners attendance, Board of Adjustments Committee attendance, or any other interaction for assistance to other Departments or directives from the board on ordinances, or required planning for the Town's many outside regulatory requirements such as the hazard mitigation Plan or land use plan or the required statutory rework of The town's ordinances such as the 160D amendments.

ORDINANCE 22-13
AN ORDINANCE AMENDING THE HOLDEN BEACH CODE OF ORDINANCES, CHAPTER 92: NUISANCES
(OUTSIDE LIGHTS)

BE IT ORDAINED BY the Mayor and Board of Commissioners of the Town of Holden Beach, North Carolina, that Chapter 92: Nuisances (Outside Lights) be amended to read as follows.

Section One: Amend Sections 92.30 – 92.35 to read as follows.

92.30 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

DIRECT LIGHTS, Direct light is created from a fixture or a shield that focuses all light in a certain angle. Direct lights create a sharp contrast between light and shadow. Examples are floodlights, spotlights, can lights, and downlights.

UPLIGHTS, i.e. Decorative low voltage lights designed to Highlight vegetation or decorative, low voltage lights directed upward to structures

DOWNLIGHTS, Decorative, low voltage lights directed downward to highlight a path or vegetation.

DECORATIVE LIGHTS, Lights, such as landscape lights used to enhance the appearance of an area and seasonal holiday lights. Seasonal holiday lights may be used for a limited period of time (90 days) with a maximum 300 lumens.

DOORWAY LIGHTS. Lights attached to structures or walkways used to illuminate doors and immediate areas leading to entrances; to include those installed beneath houses.

FLOOD/SPOTLIGHTS. Bare lights attached to buildings and used to illuminate a specific area (yards, driveways, walkways, and the like) normally for a limited time period. These may also be used as security lights.

SAFETY LIGHT. A light used to warn boats or vehicles of possible obstacles.

SECURITY LIGHT. A light (either automatic, motion activated or manual) which ~~remains on~~ can be illuminated overnight for the protection of people or property.

YARD LIGHT. A light whose fixture is not attached to a building, ramp, or deck and is over four feet above ground level.

('85 Code, § 3-11a.) (Ord. 92-10, passed 7-22-92)

§ 92.31 PURPOSE.

It is the intent of this subchapter to permit sufficient outside lighting to provide for the safety and security of citizens while preventing undue distraction to residents or guests, ~~and to provide a safe and welcoming environment for sea turtles.~~

('85 Code, § 3-11) (Ord. 92-10, passed 7-22-92)

§ 92.32 UNLAWFUL LIGHTS.

It shall be unlawful for any outside light to be installed or directed:

- (A) To interfere with the vision of the operator of any motor vehicle on any street or waterway; or cast any amount of direct light more than 15 feet from the footprint of the residence, with the exception of light directed into a pool area.
- (B) Decorative, safety, security up lights or other lights on the south side of oceanfront homes which are set with automatic timers or day/night photocells.
- (C) Decorative lights on the south side of oceanfront homes on walkways and walkway seating.
- (D) Any unnecessary oceanfront lighting during turtle nesting/hatching season from May 1st through October 31st.
- (E) ~~(B)~~ That is not in compliance with the provisions of this subchapter.

('85 Code, § 3-11b.) (Ord. 92-10, passed 7-22-92; Am. Ord. 94-24, passed 10-3-94) Penalty, see §92.99

§ 92.33 LIGHTS PERMITTED IN R-1 AND R-2 DISTRICTS.

(A) Decorative lights, up lights and down lights as long as not visible on the beach with restrictions defined in 92.32 (B), (C).

(B) Flood or spotlights provided they are directed onto the owner's property.

(C) Doorway lights of 100 watts incandescent, 10-watt LED (1600 lumens) or less per light.

~~(D) Safety Lights~~

(D) ~~(E)~~ Security lights, attached to a building, and so shielded that no direct lighting is outside the owner's property.

(E) ~~(F)~~ Pool lights within the confines of pool fencing or directed into the pool areas. Security lights, presently on poles, which do not meet the restrictions of division (G) of this section are permitted for a period of one year following enactment of this subchapter provided they are so shielded that there is no direct lighting outside the owner's property.

(F) ~~(G)~~ One yard light per living unit provided:

(1) It does not exceed ten feet in height (measured from mean lot level) and does not draw in excess of 100 watts exceed 900 lumens.

(2) External oceanfront lights used exclusively for safety purposes shall be limited to the minimum number, shielded to achieve their functional roles and may use motion activation. If motion activation is used it must keep the lights off except when approached and turn back off within five minutes. ~~It is of the same design and wattage as the approved town street lights and does not exceed 20 feet in height.~~

('85 Code, § 3-11c.) (Ord. 92-10, passed 7-22-92; Am. Ord. 94-24, passed 10-3-94; Am. Ord. 94-28, passed 12-5-94)

§ 92.34 LIGHTS PERMITTED IN C-1 COMMERCIAL DISTRICTS.

(A) Any lights permitted in R-1 or R-2 Districts are permitted.

(B) Security lights not attached in buildings and lights used to illuminate entertainment facilities provided:

(1) The light is so shielded that no direct lighting is outside the owner's property. (2)

Any pole is a minimum of ten feet from the road right-of-way.

('85 Code, § 3-11e.) (Ord. 92-10, passed 7-22-92) Penalty, see § 92.99

§ 92.35 COMPLAINTS.

Permitted lights which may be in violation of § 92.32 of this chapter will be reported in writing to the Town Manager ~~or designee~~ who will make the final determination if a violation exists. The Town Manager ~~or designee~~ will notify the complainant and the alleged violator of his/her findings in writing.

('85 Code, § 3-11f.) (Ord. 92-10, passed 7-22-92) **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.

Section Three: This ordinance shall be effective the 1st day of July, 2022, with a grace period of six months to allow homeowners to come into compliance.

This the 21st day of June, 2022.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk



Date: June 15, 2022

To: Mayor Holden and Board of Commissioners

M Town Manager-IN TURN

From: *CF* Christy Ferguson, Assistant Town Manager/ Chris Clemmons, Public Works Director

Re: Town Landscaping and Irrigation

The current landscaping and irrigation contract with Carolina Creations is expiring. Staff asked the contractor to provide several proposals to help gauge the scope of services the board wants to undertake in the upcoming fiscal year. The following table summarizes the attached proposals provided.

Proposal Number	Scope	Costs	Total
1-Island Side Only #12064	Abandon mainland; service to island parks/facilities only	\$56,953.40	
2-Irrigation #12289	Irrigation services to align with proposal 1	\$2,199.08	Option 1 \$59,152.48
3-Renew Contract #12203	Mainland & Island	\$64,391.52	
4- Irrigation #12205	Irrigation for renewing	\$2,754.12	Option 2 \$67,145.64
5-Project #12052	25 palm trees, remove mulch areas, plant centipede turf grass	\$37,556.00	
6- Increased irrigation #12066	Increased irrigation for proposal 5	\$3,202.56	
7- New costs for landscaping if project is completed #12059	Includes maintaining project plus current service both sides	\$85,165.58	Option 3 \$125,924.14

NOTE: NC Dept. of Transportation engineers met with staff onsite and there are only certain plantings they will allow based on their tree and planting guidelines, maintaining the integrity of the bridge, and sight line concerns.

When landscaping and irrigation services were bid out in 2020, below were the bids that came back. The most responsive bid was Carolina Creations and the board chose to engage in the contract based on the significant price differences with other companies.

	<u>Landscaping Maintenance</u>	<u>Irrigation</u>
Carolina Creations	\$55,126.92/year	\$2,754.12
Beachside	\$72,231.32/year	weekly and yearly checks included

in contract price
Irrigation Work and Repairs=
\$35/hr. as needed

Atlantic Elite \$87,600/Year + extras

included in contract price
Repairs= \$100/Hr + Parts (extra
charge per occurrence not included
in contract

Currently, this service is budgeted equally between the BPART budget (Jordan Boulevard Ops, Maintenance, and Repair) and General Fund (Building and Grounds).

All of the options exceed appropriations in the FY 22/23 budget as follows:

- Option 1 exceeds budget by \$1,248.48
- Option 2 exceeds budget by \$9,241.64
- Option 3 exceeds budget by \$68,020.14

Approval of a one-year contract will require BOC action to alter the corresponding lines in the proposed FY 2022-2023 budget to account for the increased expenditures.

Regardless of the option chosen, the suggestion is to address the delta through fund balance in the general fund. Motion to approve _____; authorize the town manager to make appropriate adjustments to expenses with corresponding adjustment to general fund balance and to execute the contracts.

Attachment 1: Island Only
Attachment 2: Island Only Irrigation
Attachment 3: Current Maintenance Service
Attachment 4: Current Irrigation
Attachment 5: Project Renovation
Attachment 6: Increased Irrigation for Project
Attachment 7: Maintenance with Project Addition

Proposal # 12064



“Experience The Professional Difference”

**Proposed Agreement of
Landscape Management Solutions
provided for:**

Date Prepared:	June 6, 2022
Company Name:	
Client Name:	Town of Holden Beach
Mailing Address:	110 Rothschild St.
City/State/Zip	Holden Beach, NC28462
Project Name:	Town of Holden Beach
Ship To Address:	110 Rothschild Street
City/State/Zip	Holden Beach, NC 28462
Contact -1 Name:	Town of Holden Beach
Contact - 2 Name:	Christy Ferguson
Home #:	
Work #:	
Cell #:	
Email:	christy.ferguson@hbtownhall.com

Customer Focused Solutions...

Our focus at Carolina Creations Landscapes, Inc. is on the customer. We are simply not satisfied with being the best Landscape Service Provider in the area. With the processes and systems that our business operating system provides, not only can we remain the best landscape service provider, but we are in the process of becoming the best customer service business in the area.

Maintenance Care Team

Each client will have unlimited access to our Maintenance Care Team. The Team is responsible for maintaining the relationship between client and CCL. They are available to you to answer any questions, schedule services, or to provide a solution for any need that is discovered or brought to their attention, regarding your account.

About Carolina Creations Landscapes, Inc.

Carolina Creations Landscapes, Inc. is a full-service landscape-contracting firm registered & licensed to practice the act of Landscape Contracting. For many years our firm has exceeded the standards and proved to be a leader in its industry.

Since the mid 1990's, Carolina Creations Landscapes, Inc. has been committed to providing clientele with quality products and dependable services that reflect the true nature of a Landscape Contracting firm. We pride ourselves on the professionalism of our staff, the quality of our services, and the continued education of our firm, our employees, and our customers.

The high standards & expectations that Carolina Creations Landscapes, Inc. sets forth as a guideline for its own organization will bring about positive response and exponential growth for a secure and stable future and set an example for those that will follow.

*"People do not care how much you know
until they know how much you care."*

- John C. Maxwell

SCOPE OF SERVICES

General Maintenance - In Season

Mowing: Turf will be mowed weekly from mid April thru 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.

General Maintenance - Out of Season

Mowing: Turf will be mowed bi-weekly per month from mid October through April (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.

Lawn Care - Round 1

Application of Pre and Post Emergent Herbicide for control of late winter/early spring weeds.

Lawn Care - Round 2

If your turf is Bermuda or Zoysia, you will receive an application of Specialty Blend Slow-Release Fertilizer mixed with organics to aid in faster green up and will help your turf use all the nutrients available in the soil. Also, you will receive post emergent weed control as necessary.

If your turf is Centipede or St. Augustine, you will receive an application of fungicide designed to eradicate any lingering fungus in your yard and also will aid in prevention of new lawn diseases. Also, you will receive post emergent weed control as needed.

Lawn Care - Round 3

If you have Bermuda or Zoysia grass, you will receive an application of fungicide designed to prevent any lawn diseases occurring in your yard. Along with that you will receive fertilizer that is designed to aid in overall health of turf.

If you have Centipede or St. Augustine grass, you will receive an application of granular fertilizer which includes an organic base designed to help the soil use all of the available nutrients.

All 4 types of grass will also receive post emergent herbicide as needed.

Lawn Care - Round 4

Liquid application of Iron designed to enhance turf color and quality, formulated for maximum foliar absorption of micro nutrient components, applied with a liquid application of post emergent weed control.

Lawn Care - Round 5

Liquid application of Potassium specially formulated to increase plant strength and tolerance associated with environmental stressors, reduces mottling and marginal chlorosis of leaf tissues. This will be applied with post emergent weed control as needed.

Lawn Care - Round 6

Application of Pre and Post Emergent Herbicide for control of fall/winter weeds.

Lawn Care - Round 7

Every living organism holds the potential for disease to become present. Environmental stress and other harmful conditions will lead to the presence of disease. This service will proactively control damaging lawn disease(s). Applications should be primarily applied in the fall when soil temperatures decline to 70°F, regardless of when symptoms have appeared in the past.

Top Choice

One (1) application, per contract term, of Top-Choice Insecticide will be provided to lawn areas to control fire ants and mole crickets. Insecticide will control fire ants for up to twelve (12) months and seasonal (3-4 months) control of mole crickets is to be expected. Site characteristics and environmental conditions will dictate specifically how & when these services are rendered.

Tree & Shrub Round 1

Shrubs will be fertilized 1-2 time(s) per year using a slow release controlled fertilizer.

Tree & Shrub Round 2

A rigorous preventative management program along with proper IPM (Integrated Pest Management) practices will be followed. Site characteristics and environmental conditions will dictate specifically how these services are rendered.

Tree & Shrub Round 3

A rigorous preventative management program along with proper IPM (Integrated Pest Management) practices will be followed. Site characteristics and environmental conditions will dictate specifically how these services are rendered.

Pruning Winter

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.

Pruning Summer

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.

Pruning Spring

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.

Mulch

Except for designated areas (as indicated by client), all plant beds & natural areas will be mulched with a minimum of two (2) inches, not to exceed four (4) inches, of preferred mulching material (as specified by client). Mulching will be done so that it aids and fosters healthy plant development and assists in the suppression of weed growth...

Annual Color Mgmt < 200 sf

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.

Care Visit

During the year, a Maintenance Care team member will periodically visit the property to do a walk through noting areas for improvement, needs for any extra applications, etc. These visits are included as part of our customer service.

CONTRACT SUMMARY

This Landscape Management Service Agreement dated 07/01/2022 by and between Town of Holden Beach and Carolina Creations Landscapes, Inc constitutes the entire agreement between the aforementioned parties and includes the scope of services, guarantees, terms and conditions, pricing and payment responsibilities for landscape management services provided at 110 Rothschild Street Holden Beach, NC 28462.

SUMMARY OF SERVICES INCLUDED

SERVICES	OCCURS
General Maintenance - In Season	31
General Maintenance - Out of Season	9
Lawn Care - Round 1	1
Lawn Care - Round 2	1
Lawn Care - Round 3	1
Lawn Care - Round 4	1
Lawn Care - Round 5	1
Lawn Care - Round 6	1
Lawn Care - Round 7	1
Top Choice	1
Tree & Shrub Round 1	1
Tree & Shrub Round 2	1
Tree & Shrub Round 3	1
Pruning Winter	1
Pruning Summer	1
Pruning Spring	1
Mulch	2
Annual Color Mgmt < 200 sf	26
Care Visit	4

Monthly Price - \$5,784.86 + tax

AGREEMENT PRICE & PAYMENT TERMS


This agreement takes effect on the 7/1/2022 12:00:00 AM (the "Commencement Date"). It will continue for an original term of 12 months unless otherwise specified in the Agreement Price Table below. 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.

Term in Months	Agreement Price (+ Applicable Taxes)
1-12	\$ 56,225.00
13-24	\$
25-36	\$
36-48	\$
48-60	\$

PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
July	\$4,685.42	\$60.70	\$4,746.12
August	\$4,685.42	\$60.70	\$4,746.12
September	\$4,685.42	\$60.70	\$4,746.12
October	\$4,685.42	\$60.70	\$4,746.12
November	\$4,685.42	\$60.70	\$4,746.12
December	\$4,685.41	\$60.70	\$4,746.11
January	\$4,685.42	\$60.70	\$4,746.12
February	\$4,685.41	\$60.70	\$4,746.11
March	\$4,685.42	\$60.70	\$4,746.12
April	\$4,685.41	\$60.70	\$4,746.11
May	\$4,685.42	\$60.70	\$4,746.12
June	\$4,685.41	\$60.70	\$4,746.11
	\$56,225.00	\$728.40	\$56,953.40

By



Chris Rogers

Date

6/6/2022

Carolina Creations Landscapes, Inc.

By

Date

Town of Holden Beach

AGREEMENT PRICE & PAYMENT TERMS

Contract Terms and 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 work day 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.
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 assure 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 notify us of any reasonable dissatisfaction with the work performed.

TERMS AND CONDITIONS

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted in this Agreement, you agree to permit free 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 that there is a claim, damage, loss, or expense that is caused in whole or in part by any active or passive act or omission by you, anyone directly or indirectly employed by you, or for anyone whose act you may be liable, then, to the fullest extent permitted by law, you will defend, indemnify and hold harmless our representatives and us from and against these claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising from or resulting from the performance of our work under this Agreement.

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 this Agreement.

Limited Warranty: We warrant that our workmanship on all installations and repairs shall be performed in a good and workmanlike manner and that any parts repaired or replaced by us will be free from defects in workmanship until the end of this Agreement or for thirty (30) days, whichever is earlier.

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 other than as set forth in the preceding paragraph. 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 OTHER WARRANTIES ON THE MATERIALS 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 made to the respective address shown herein.

Taxes: 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 and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Payment Terms: You agree to promptly pay invoices within ten (10) days of receipt. A late charge of 1 ½% 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.

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: You may terminate this Agreement at any time for any reason other than an alleged breach by us by giving a thirty (30) day notice to us in writing. Such notice will be deemed to have been given on the date of receipt at our address shown on the first page of this Agreement. Upon early termination, you will be responsible for the entire stated Agreement Price for each year of the term of the agreement. We will submit a final invoice to you for the entire Agreement Price less the amount of your payments made prior to termination. If you wish to terminate this Agreement due to an alleged breach by us, you must provide us with prompt written notice of any failure on our part to provide the Scope of Services as defined in this Agreement. Such notice will be deemed to have been given on the date of receipt at our address shown on the first page of the Agreement. Upon receipt of this notice, we will have sixty (60) days to address any failure(s) and comply with the terms and conditions of the Scope of Services as detailed in the Agreement, unless the period of time to resolve such failure(s) has otherwise been agreed upon by both parties. If at the end of the aforementioned period, said failures are not resolved or other arrangements have not been otherwise agreed upon by both parties, this Agreement may be terminated. However, 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 scheduled payments for the services performed under this Agreement during that period. Therefore, you agree to reimburse us, at then current rates, (i) for all costs 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.

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.

Severability: Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.



“Experience The Professional Difference”

**Proposed Agreement of
Landscape Management Solutions
provided for:**

Date Prepared:	June 9, 2022
Company Name:	
Client Name:	Town of Holden Beach
Mailing Address:	110 Rothschild St.
City/State/Zip	Holden Beach, NC28462
Project Name:	Town of Holden Beach
Ship To Address:	110 Rothschild Street
City/State/Zip	Holden Beach, NC 28462
Contact -1 Name:	Town of Holden Beach
Contact - 2 Name:	Christy Ferguson
Home #:	
Work #:	
Cell #:	
Email:	christy.ferguson@hbtownhall.com

Customer Focused Solutions...

Our focus at Carolina Creations Landscapes, Inc. is on the customer. We are simply not satisfied with being the best Landscape Service Provider in the area. With the processes and systems that our business operating system provides, not only can we remain the best landscape service provider, but we are in the process of becoming the best customer service business in the area.

Maintenance Care Team

Each client will have unlimited access to our Maintenance Care Team. The Team is responsible for maintaining the relationship between client and CCL. They are available to you to answer any questions, schedule services, or to provide a solution for any need that is discovered or brought to their attention, regarding your account.

About Carolina Creations Landscapes, Inc.

Carolina Creations Landscapes, Inc. is a full-service landscape-contracting firm registered & licensed to practice the act of Landscape Contracting. For many years our firm has exceeded the standards and proved to be a leader in its industry.

Since the mid 1990's, Carolina Creations Landscapes, Inc. has been committed to providing clientele with quality products and dependable services that reflect the true nature of a Landscape Contracting firm. We pride ourselves on the professionalism of our staff, the quality of our services, and the continued education of our firm, our employees, and our customers.

The high standards & expectations that Carolina Creations Landscapes, Inc. sets forth as a guideline for its own organization will bring about positive response and exponential growth for a secure and stable future and set an example for those that will follow.

*"People do not care how much you know
until they know how much you care."*

- John C. Maxwell

SCOPE OF SERVICES

Irrigation Round 1 - Start Up

Water is a precious and expensive resource and therefore should be managed as such. This Start Up service will provide you with the comfort and confidence that your system is operating efficiently, not wastefully or inadequately. The service promotes responsible environmental awareness and stewardship, while also protecting your asset and minimizing unnecessary expenses.

Irrigation Round 2 - Seasonal Adjustment

The Seasonal Adjustment service ensures your irrigation system is adjusted to meet the demands of the season. The service promotes responsible environmental awareness and stewardship, while also protecting your asset and minimizing unnecessary expenses. Thru aggressive management we can routinely assess the changing needs of your landscape. Then, modify the water usage to provide the most appropriate scheduling, while also pro-actively seeking out possible problematic areas and items of concern, before they become too costly. Proper and professional irrigation management is critical for the overall success and health of your landscape.

Irrigation Round 3 - Shut Down

The winter shut down ensures your system is turned off properly for the winter by turning off the water at the meter, and draining the backflow valve.

*Our service does not include "blowing out lines".

CONTRACT SUMMARY

This Landscape Management Service Agreement dated 07/01/2022 by and between Town of Holden Beach and Carolina Creations Landscapes, Inc constitutes the entire agreement between the aforementioned parties and includes the scope of services, guarantees, terms and conditions, pricing and payment responsibilities for landscape management services provided at 110 Rothschild Street Holden Beach, NC 28462.

SUMMARY OF SERVICES INCLUDED

SERVICES	OCCURS
Irrigation Round 1 - Start Up	1
Irrigation Round 2 - Seasonal Adjustment	3
Irrigation Round 3 - Shut Down	1

AGREEMENT PRICE & PAYMENT TERMS


This agreement takes effect on the 7/1/2022 12:00:00 AM (the "Commencement Date"). It will continue for an original term of 12 months unless otherwise specified in the Agreement Price Table below. 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.

Term in Months	Agreement Price (+ Applicable Taxes)
1-12	\$ 2060.00
13-24	\$
25-36	\$
36-48	\$
48-60	\$

PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
July	\$171.67	\$11.59	\$183.26
August	\$171.67	\$11.59	\$183.26
September	\$171.67	\$11.59	\$183.26
October	\$171.67	\$11.59	\$183.26
November	\$171.66	\$11.59	\$183.25
December	\$171.67	\$11.59	\$183.26
January	\$171.66	\$11.59	\$183.25
February	\$171.67	\$11.59	\$183.26
March	\$171.66	\$11.59	\$183.25
April	\$171.67	\$11.59	\$183.26
May	\$171.66	\$11.59	\$183.25
June	\$171.67	\$11.59	\$183.26
	\$2,060.00	\$139.08	\$2,199.08

By



Chris Rogers

Date

6/9/2022

Carolina Creations Landscapes, Inc.

By

Date

Town of Holden Beach

AGREEMENT PRICE & PAYMENT TERMS

Contract Terms and 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 work day 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.
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 assure 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 notify us of any reasonable dissatisfaction with the work performed.

TERMS AND CONDITIONS

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted in this Agreement, you agree to permit free 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 that there is a claim, damage, loss, or expense that is caused in whole or in part by any active or passive act or omission by you, anyone directly or indirectly employed by you, or for anyone whose act you may be liable, then, to the fullest extent permitted by law, you will defend, indemnify and hold harmless our representatives and us from and against these claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising from or resulting from the performance of our work under this Agreement.

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 this Agreement.

Limited Warranty: We warrant that our workmanship on all installations and repairs shall be performed in a good and workmanlike manner and that any parts repaired or replaced by us will be free from defects in workmanship until the end of this Agreement or for thirty (30) days, whichever is earlier.

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 other than as set forth in the preceding paragraph. 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 OTHER WARRANTIES ON THE MATERIALS 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 made to the respective address shown herein.

Taxes: 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 and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Payment Terms: You agree to promptly pay invoices within ten (10) days of receipt. A late charge of 1 ½% 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.

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: You may terminate this Agreement at any time for any reason other than an alleged breach by us by giving a thirty (30) day notice to us in writing. Such notice will be deemed to have been given on the date of receipt at our address shown on the first page of this Agreement. Upon early termination, you will be responsible for the entire stated Agreement Price for each year of the term of the agreement. We will submit a final invoice to you for the entire Agreement Price less the amount of your payments made prior to termination. If you wish to terminate this Agreement due to an alleged breach by us, you must provide us with prompt written notice of any failure on our part to provide the Scope of Services as defined in this Agreement. Such notice will be deemed to have been given on the date of receipt at our address shown on the first page of the Agreement. Upon receipt of this notice, we will have sixty (60) days to address any failure(s) and comply with the terms and conditions of the Scope of Services as detailed in the Agreement, unless the period of time to resolve such failure(s) has otherwise been agreed upon by both parties. If at the end of the aforementioned period, said failures are not resolved or other arrangements have not been otherwise agreed upon by both parties, this Agreement may be terminated. However, 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 scheduled payments for the services performed under this Agreement during that period. Therefore, you agree to reimburse us, at then current rates, (i) for all costs 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.

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.

Severability: Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.

Proposal # 12203



“Experience The Professional Difference”

**Proposed Agreement of
Landscape Management Solutions
provided for:**

Date Prepared:	June 6, 2022
Company Name:	
Client Name:	Town of Holden Beach
Mailing Address:	110 Rothschild St.
City/State/Zip	Holden Beach, NC28462
Project Name:	Town of Holden Beach
Ship To Address:	110 Rothschild Street
City/State/Zip	Holden Beach, NC 28462
Contact -1 Name:	Town of Holden Beach
Contact - 2 Name:	Christy Ferguson
Home #:	
Work #:	
Cell #:	
Email:	christy.ferguson@hbtownhall.com

Customer Focused Solutions...

Our focus at Carolina Creations Landscapes, Inc. is on the customer. We are simply not satisfied with being the best Landscape Service Provider in the area. With the processes and systems that our business operating system provides, not only can we remain the best landscape service provider, but we are in the process of becoming the best customer service business in the area.

Maintenance Care Team

Each client will have unlimited access to our Maintenance Care Team. The Team is responsible for maintaining the relationship between client and CCL. They are available to you to answer any questions, schedule services, or to provide a solution for any need that is discovered or brought to their attention, regarding your account.

About Carolina Creations Landscapes, Inc.

Carolina Creations Landscapes, Inc. is a full-service landscape-contracting firm registered & licensed to practice the act of Landscape Contracting. For many years our firm has exceeded the standards and proved to be a leader in its industry.

Since the mid 1990's, Carolina Creations Landscapes, Inc. has been committed to providing clientele with quality products and dependable services that reflect the true nature of a Landscape Contracting firm. We pride ourselves on the professionalism of our staff, the quality of our services, and the continued education of our firm, our employees, and our customers.

The high standards & expectations that Carolina Creations Landscapes, Inc. sets forth as a guideline for its own organization will bring about positive response and exponential growth for a secure and stable future and set an example for those that will follow.

*"People do not care how much you know
until they know how much you care."*

- John C. Maxwell

SCOPE OF SERVICES

General Maintenance - In Season

Mowing: Turf will be mowed weekly from mid April thru 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.

General Maintenance - Out of Season

Mowing: Turf will be mowed bi-weekly per month from mid October through April (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.

Lawn Care - Round 1

Application of Pre and Post Emergent Herbicide for control of late winter/early spring weeds.

Lawn Care - Round 2

If your turf is Bermuda or Zoysia, you will receive an application of Specialty Blend Slow-Release Fertilizer mixed with organics to aid in faster green up and will help your turf use all the nutrients available in the soil. Also, you will receive post emergent weed control as necessary.

If your turf is Centipede or St. Augustine, you will receive an application of fungicide designed to eradicate any lingering fungus in your yard and also will aid in prevention of new lawn diseases. Also, you will receive post emergent weed control as needed.

Lawn Care - Round 3

If you have Bermuda or Zoysia grass, you will receive an application of fungicide designed to prevent any lawn diseases occurring in your yard. Along with that you will receive fertilizer that is designed to aid in overall health of turf.

If you have Centipede or St. Augustine grass, you will receive an application of granular fertilizer which includes an organic base designed to help the soil use all of the available nutrients.

All 4 types of grass will also receive post emergent herbicide as needed.

Lawn Care - Round 4

Liquid application of Iron designed to enhance turf color and quality, formulated for maximum foliar absorption of micro nutrient components, applied with a liquid application of post emergent weed control.

Lawn Care - Round 5

Liquid application of Potassium specially formulated to increase plant strength and tolerance associated with environmental stressors, reduces mottling and marginal chlorosis of leaf tissues. This will be applied with post emergent weed control as needed.

Lawn Care - Round 6

Application of Pre and Post Emergent Herbicide for control of fall/winter weeds.

Lawn Care - Round 7

Every living organism holds the potential for disease to become present. Environmental stress and other harmful conditions will lead to the presence of disease. This service will proactively control damaging lawn disease(s). Applications should be primarily applied in the fall when soil temperatures decline to 70°F, regardless of when symptoms have appeared in the past.

Top Choice

One (1) application, per contract term, of Top-Choice Insecticide will be provided to lawn areas to control fire ants and mole crickets. Insecticide will control fire ants for up to twelve (12) months and seasonal (3-4 months) control of mole crickets is to be expected. Site characteristics and environmental conditions will dictate specifically how & when these services are rendered.

Tree & Shrub Round 1

Shrubs will be fertilized 1-2 time(s) per year using a slow release controlled fertilizer.

Tree & Shrub Round 2

A rigorous preventative management program along with proper IPM (Integrated Pest Management) practices will be followed. Site characteristics and environmental conditions will dictate specifically how these services are rendered.

Tree & Shrub Round 3

A rigorous preventative management program along with proper IPM (Integrated Pest Management) practices will be followed. Site characteristics and environmental conditions will dictate specifically how these services are rendered.

Pruning Winter

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.

Pruning Summer

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.

Pruning Spring

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.

Mulch

Except for designated areas (as indicated by client), all plant beds & natural areas will be mulched with a minimum of two (2) inches, not to exceed four (4) inches, of preferred mulching material (as specified by client). Mulching will be done so that it aids and fosters healthy plant development and assists in the suppression of weed growth...

Annual Color Mgmt < 200 sf

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.

Care Visit

During the year, a Maintenance Care team member will periodically visit the property to do a walk through noting areas for improvement, needs for any extra applications, etc. These visits are included as part of our customer service.

CONTRACT SUMMARY

This Landscape Management Service Agreement dated 07/01/2022 by and between Town of Holden Beach and Carolina Creations Landscapes, Inc constitutes the entire agreement between the aforementioned parties and includes the scope of services, guarantees, terms and conditions, pricing and payment responsibilities for landscape management services provided at 110 Rothschild Street Holden Beach, NC 28462.

SUMMARY OF SERVICES INCLUDED

SERVICES	OCCURS
General Maintenance - In Season	31
General Maintenance - Out of Season	9
Lawn Care - Round 1	1
Lawn Care - Round 2	1
Lawn Care - Round 3	1
Lawn Care - Round 4	1
Lawn Care - Round 5	1
Lawn Care - Round 6	1
Lawn Care - Round 7	1
Top Choice	1
Tree & Shrub Round 1	1
Tree & Shrub Round 2	1
Tree & Shrub Round 3	1
Pruning Winter	1
Pruning Summer	1
Pruning Spring	1
Mulch	2
Annual Color Mgmt < 200 sf	26
Care Visit	4

AGREEMENT PRICE & PAYMENT TERMS


This agreement takes effect on the 7/1/2022 12:00:00 AM (the "Commencement Date"). It will continue for an original term of 12 months unless otherwise specified in the Agreement Price Table below. 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.

Term in Months	Agreement Price (+ Applicable Taxes)
1-12	\$ 63,633.00
13-24	\$
25-36	\$
36-48	\$
48-60	\$

PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
July	\$5,302.75	\$63.21	\$5,365.96
August	\$5,302.75	\$63.21	\$5,365.96
September	\$5,302.75	\$63.21	\$5,365.96
October	\$5,302.75	\$63.21	\$5,365.96
November	\$5,302.75	\$63.21	\$5,365.96
December	\$5,302.75	\$63.21	\$5,365.96
January	\$5,302.75	\$63.21	\$5,365.96
February	\$5,302.75	\$63.21	\$5,365.96
March	\$5,302.75	\$63.21	\$5,365.96
April	\$5,302.75	\$63.21	\$5,365.96
May	\$5,302.75	\$63.21	\$5,365.96
June	\$5,302.75	\$63.21	\$5,365.96
	\$63,633.00	\$758.52	\$64,391.52

By



Chris Rogers

Date 6/6/2022

Carolina Creations Landscapes, Inc.

By

Date

Town of Holden Beach

AGREEMENT PRICE & PAYMENT TERMS

Contract Terms and 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 work day 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.
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 assure 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 notify us of any reasonable dissatisfaction with the work performed.

TERMS AND CONDITIONS

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted in this Agreement, you agree to permit free 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 that there is a claim, damage, loss, or expense that is caused in whole or in part by any active or passive act or omission by you, anyone directly or indirectly employed by you, or for anyone whose act you may be liable, then, to the fullest extent permitted by law, you will defend, indemnify and hold harmless our representatives and us from and against these claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising from or resulting from the performance of our work under this Agreement.

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 this Agreement.

Limited Warranty: We warrant that our workmanship on all installations and repairs shall be performed in a good and workmanlike manner and that any parts repaired or replaced by us will be free from defects in workmanship until the end of this Agreement or for thirty (30) days, whichever is earlier.

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 other than as set forth in the preceding paragraph. 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 OTHER WARRANTIES ON THE MATERIALS 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 made to the respective address shown herein.

Taxes: 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 and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Payment Terms: You agree to promptly pay invoices within ten (10) days of receipt. A late charge of 1 ½% 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.

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: You may terminate this Agreement at any time for any reason other than an alleged breach by us by giving a thirty (30) day notice to us in writing. Such notice will be deemed to have been given on the date of receipt at our address shown on the first page of this Agreement. Upon early termination, you will be responsible for the entire stated Agreement Price for each year of the term of the agreement. We will submit a final invoice to you for the entire Agreement Price less the amount of your payments made prior to termination. If you wish to terminate this Agreement due to an alleged breach by us, you must provide us with prompt written notice of any failure on our part to provide the Scope of Services as defined in this Agreement. Such notice will be deemed to have been given on the date of receipt at our address shown on the first page of the Agreement. Upon receipt of this notice, we will have sixty (60) days to address any failure(s) and comply with the terms and conditions of the Scope of Services as detailed in the Agreement, unless the period of time to resolve such failure(s) has otherwise been agreed upon by both parties. If at the end of the aforementioned period, said failures are not resolved or other arrangements have not been otherwise agreed upon by both parties, this Agreement may be terminated. However, 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 scheduled payments for the services performed under this Agreement during that period. Therefore, you agree to reimburse us, at then current rates, (i) for all costs 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.

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.

Severability: Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.

Proposal # 12205



“Experience The Professional Difference”

**Proposed Agreement of
Landscape Management Solutions
provided for:**

Date Prepared:	May 27, 2022
Company Name:	
Client Name:	Town of Holden Beach
Mailing Address:	110 Rothschild St.
City/State/Zip	Holden Beach, NC28462
Project Name:	Town of Holden Beach
Ship To Address:	110 Rothschild Street
City/State/Zip	Holden Beach, NC 28462
Contact -1 Name:	Town of Holden Beach
Contact - 2 Name:	Christy Ferguson
Home #:	
Work #:	
Cell #:	
Email:	christy.ferguson@hbtownhall.com

Customer Focused Solutions...

Our focus at Carolina Creations Landscapes, Inc. is on the customer. We are simply not satisfied with being the best Landscape Service Provider in the area. With the processes and systems that our business operating system provides, not only can we remain the best landscape service provider, but we are in the process of becoming the best customer service business in the area.

Maintenance Care Team

Each client will have unlimited access to our Maintenance Care Team. The Team is responsible for maintaining the relationship between client and CCL. They are available to you to answer any questions, schedule services, or to provide a solution for any need that is discovered or brought to their attention, regarding your account.

About Carolina Creations Landscapes, Inc.

Carolina Creations Landscapes, Inc. is a full-service landscape-contracting firm registered & licensed to practice the act of Landscape Contracting. For many years our firm has exceeded the standards and proved to be a leader in its industry.

Since the mid 1990's, Carolina Creations Landscapes, Inc. has been committed to providing clientele with quality products and dependable services that reflect the true nature of a Landscape Contracting firm. We pride ourselves on the professionalism of our staff, the quality of our services, and the continued education of our firm, our employees, and our customers.

The high standards & expectations that Carolina Creations Landscapes, Inc. sets forth as a guideline for its own organization will bring about positive response and exponential growth for a secure and stable future and set an example for those that will follow.

*"People do not care how much you know
until they know how much you care."*

- John C. Maxwell

SCOPE OF SERVICES

Irrigation Round 1 - Start Up

Water is a precious and expensive resource and therefore should be managed as such. This Start Up service will provide you with the comfort and confidence that your system is operating efficiently, not wastefully or inadequately. The service promotes responsible environmental awareness and stewardship, while also protecting your asset and minimizing unnecessary expenses.

Irrigation Round 2 - Seasonal Adjustment

The Seasonal Adjustment service ensures your irrigation system is adjusted to meet the demands of the season. The service promotes responsible environmental awareness and stewardship, while also protecting your asset and minimizing unnecessary expenses. Thru aggressive management we can routinely assess the changing needs of your landscape. Then, modify the water usage to provide the most appropriate scheduling, while also pro-actively seeking out possible problematic areas and items of concern, before they become too costly. Proper and professional irrigation management is critical for the overall success and health of your landscape.

Irrigation Round 3 - Shut Down

The winter shut down ensures your system is turned off properly for the winter by turning off the water at the meter, and draining the backflow valve.

*Our service does not include "blowing out lines".

CONTRACT SUMMARY

This Landscape Management Service Agreement dated 07/01/2022 by and between Town of Holden Beach and Carolina Creations Landscapes, Inc constitutes the entire agreement between the aforementioned parties and includes the scope of services, guarantees, terms and conditions, pricing and payment responsibilities for landscape management services provided at 110 Rothschild Street Holden Beach, NC 28462.

SUMMARY OF SERVICES INCLUDED

SERVICES	OCCURS
Irrigation Round 1 - Start Up	1
Irrigation Round 2 - Seasonal Adjustment	3
Irrigation Round 3 - Shut Down	1

AGREEMENT PRICE & PAYMENT TERMS

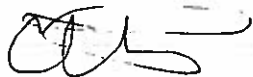
This agreement takes effect on the 7/1/2022 12:00:00 AM (the "Commencement Date"). It will continue for an original term of 12 months unless otherwise specified in the Agreement Price Table below. Thereafter, it shall automatically renew on a year to year basis and the service intervals shall repeat, 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.

Term in Months	Agreement Price (+ Applicable Taxes)
1-12	\$ 2,580.00
13-24	\$
25-36	\$
36-48	\$
48-60	\$

PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
July	\$215.00	\$14.51	\$229.51
August	\$215.00	\$14.51	\$229.51
September	\$215.00	\$14.51	\$229.51
October	\$215.00	\$14.51	\$229.51
November	\$215.00	\$14.51	\$229.51
December	\$215.00	\$14.51	\$229.51
January	\$215.00	\$14.51	\$229.51
February	\$215.00	\$14.51	\$229.51
March	\$215.00	\$14.51	\$229.51
April	\$215.00	\$14.51	\$229.51
May	\$215.00	\$14.51	\$229.51
June	\$215.00	\$14.51	\$229.51
	\$2,580.00	\$174.12	\$2,754.12

By



Chris Rogers

Date

5/27/2022

Carolina Creations Landscapes, Inc.

By

Date

Town of Holden Beach

AGREEMENT PRICE & PAYMENT TERMS

Contract Terms and 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 work day 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.
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 assure 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 notify us of any reasonable dissatisfaction with the work performed.

TERMS AND CONDITIONS

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted in this Agreement, you agree to permit free 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 that there is a claim, damage, loss, or expense that is caused in whole or in part by any active or passive act or omission by you, anyone directly or indirectly employed by you, or for anyone whose act you may be liable, then, to the fullest extent permitted by law, you will defend, indemnify and hold harmless our representatives and us from and against these claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising from or resulting from the performance of our work under this Agreement.

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 this Agreement.

Limited Warranty: We warrant that our workmanship on all installations and repairs shall be performed in a good and workmanlike manner and that any parts repaired or replaced by us will be free from defects in workmanship until the end of this Agreement or for thirty (30) days, whichever is earlier.

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 other than as set forth in the preceding paragraph. 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 OTHER WARRANTIES ON THE MATERIALS 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 made to the respective address shown herein.

Taxes: 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 and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Payment Terms: You agree to promptly pay invoices within ten (10) days of receipt. A late charge of 1 ½% 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.

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: You may terminate this Agreement at any time for any reason other than an alleged breach by us by giving a thirty (30) day notice to us in writing. Such notice will be deemed to have been given on the date of receipt at our address shown on the first page of this Agreement. Upon early termination, you will be responsible for the entire stated Agreement Price for each year of the term of the agreement. We will submit a final invoice to you for the entire Agreement Price less the amount of your payments made prior to termination. If you wish to terminate this Agreement due to an alleged breach by us, you must provide us with prompt written notice of any failure on our part to provide the Scope of Services as defined in this Agreement. Such notice will be deemed to have been given on the date of receipt at our address shown on the first page of the Agreement. Upon receipt of this notice, we will have sixty (60) days to address any failure(s) and comply with the terms and conditions of the Scope of Services as detailed in the Agreement, unless the period of time to resolve such failure(s) has otherwise been agreed upon by both parties. If at the end of the aforementioned period, said failures are not resolved or other arrangements have not been otherwise agreed upon by both parties, this Agreement may be terminated. However, 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 scheduled payments for the services performed under this Agreement during that period. Therefore, you agree to reimburse us, at then current rates, (i) for all costs 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.

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.

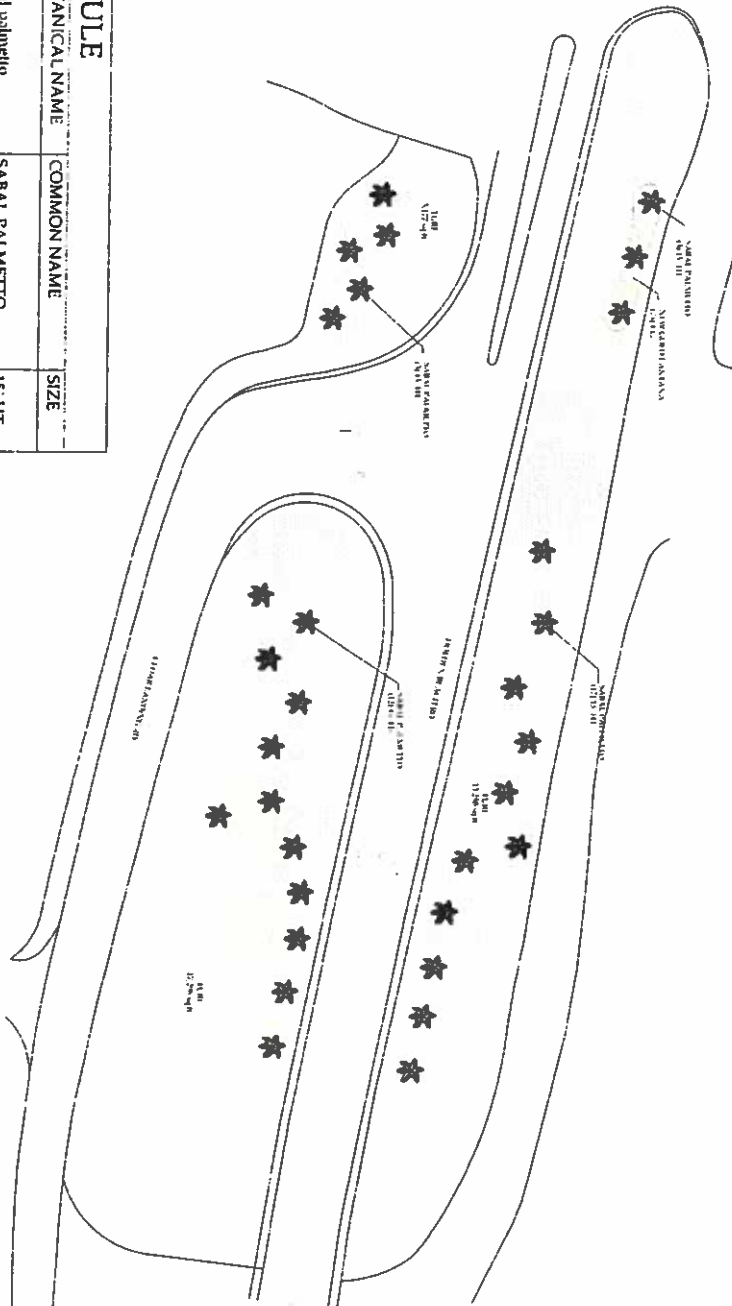
Severability: Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.

PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE
	31	Sabal palmetto	SABAL PALMETTO	15' HT
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE
	75	Lantana x 'New Gold'	NEW GOLD LANTANA	1' G

TURF TYPE 100
5,177' x 17,298' = 15,250' x 17,225' sq ft

MULCH:
1 KRILL'S SHREDDED HARDWOOD MULCH
500 sq ft (TREE RINGS) + 435 sq ft (PERENNIALS) = 935 sq ft



North Carolina
Landscape Architects
License #27395



DESIGNED BY:
JIM TAYLOR
DRAWN BY:
Carolina Creations
DATE: 04/10/2022



CAROLINA CREATIONS LANDSCAPES, INC.
P.O. Box 2327, SHALLOTTE, NC 28459
(910)755-6411 phone, (910)755-6167 fax
info@carolinacreations.biz

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or altered, in whole or in part, without the written permission of Carolina Creations.

CONCEPTUAL PLANTING PLAN FOR:
HOLDEN BEACH BRIDGE

Holden Beach, NC

Proposal # 12052



“Experience The Professional Difference”

Proposed Agreement of Landscape Construction

for:

Date Prepared:	May 12, 2022
Company Name:	
Client Name:	Town of Holden Beach
Mailing Address:	110 Rothschild St.
City/State/Zip	Holden Beach, NC28462
Project Name:	Town of Holden Beach
Ship To Address:	110 Rothschild Street
City/State/Zip	Holden Beach, NC28462
Community:	
Contact Name:	Town of Holden Beach
Home #:	
Work #:	
Cell #:	
Email:	christy.ferguson@hbtownhall.com

Part I: Scope of Work

Holden Beach Bridge Mainland Landscape

The goal is to create a simple, low maintenance area while being inviting to the island.

Our plan is to remove all mulch areas and plants leaving only the palm trees. Installation (25) new additional palm trees strategically placed to accommodate DOT standards and installing centipede turf grass to all the area with mulched trees rings around the palms. Irrigation will be modified to cover the new turf and palm trees.

This will create a clean open tropical feel on your way over to the island.


All equipment, labor and materials included

Part II: Proposal Price

We Propose hereby to furnish material and labor- complete in accordance with above specifications, for the sum of:

Holden Beach Bridge Landscape Reno: \$37,556.00

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. YOU, THE BUYER, MAY CANCEL THIS TRANSACTION ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

By 
Jonathan Thrift
Date 5/12/2022
Carolina Creations Landscapes, Inc.

By _____
Date _____
Town of Holden Beach

Contract Terms and Conditions

DEFINITIONS:

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

1. "You and Your" mean *Contact 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.

OUR RESPONSIBILITIES INCLUDE:

1. Performance of the Scope of Work with management of the work functions to assure quality delivery in a timely and professional manner.
2. Coordinate all work with you to assure safety and minimal disruption at your site.
3. When our work is completed, we, along with you or your representative, will jointly conduct a final inspection of our work. If there are any discrepancies with our work and the Scope of Work, we will work to correct them.

YOUR RESPONSIBILITIES INCLUDE:

1. Inform us of whom we should work with at your site to assure 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. Inspect the work performed by us within seven (7) days of the date that the service is performed and notify us of any reasonable dissatisfaction with the work performed.

TERMS AND CONDITIONS

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted in this Agreement, you agree to permit free 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.

Taxes: 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.

Payment Terms: You agree to promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, we may stop all work under this Agreement without notice and/or cancel this Agreement. If this happens, the entire Agreement Price (less prior payments) will become due and payable immediately upon demand. A late charge of 1 ½% 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 arbitration 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.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to 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 outside the Scope of Work, 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.

Hold Harmless: In the event that there is a claim, damage, loss, or expense that is caused in whole or in part by any active or passive

act or omission by you, anyone directly or indirectly employed by you, or for anyone whose act you may be liable, then, to the fullest extent permitted by law, you will defend, indemnify and hold harmless our representatives and us from and against these claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising from or resulting from the performance of our work under this Agreement.

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 this Agreement.

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.

Limited Warranty: We warrant that our workmanship on all installations and repairs shall be performed in a good and workmanlike manner. For a period of one (1) year from installation we will replace any plant materials that may die during this period, provided that such plants have received proper care, as we determine, in our sole discretion, or have been maintained by us under a separate Landscape Management Agreement. This warranty shall not apply if the plant material fails to survive due to accident, alteration, abuse, misuse, or acts of nature including, but not limited to, flood, drought, insects, or prolonged freeze. This warranty does not include damage or plant death due to vandalism, Acts of God, deer damage, improper watering by any party other than us, or irrigation system management by any party other than us. There is no warranty on Palm Trees, transplanted plant material, herbaceous perennials, or ground covers (e.g. pachysandra, ivy or vinca).

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 other than as set forth in the preceding paragraph. 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 warrant that any parts repaired or replaced by us will be free from defects in workmanship and material for one (1) year. **WE DISCLAIM ALL OTHER WARRANTIES ON THE MATERIALS FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Changes: This Agreement shall not be subject to change or modification other than by a writing to which both parties are signatories.

Termination: In the event that you terminate this Agreement for any reason other than our breach, you agree to pay (i) all costs for the work performed in connection with this Agreement up to and including the date of termination, and (ii) all costs of any materials ordered by us in connection with this Agreement.

Notice: Notice to either party to this Agreement shall be sufficient if made to the respective address shown herein.

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.

Severability: Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.



“Experience The Professional Difference”

**Proposed Agreement of
Landscape Management Solutions
provided for:**

Date Prepared:	May 13, 2022
Company Name:	
Client Name:	Town of Holden Beach
Mailing Address:	110 Rothschild St.
City/State/Zip	Holden Beach, NC28462
Project Name:	Town of Holden Beach
Ship To Address:	110 Rothschild Street
City/State/Zip	Holden Beach, NC 28462
Contact -1 Name:	Town of Holden Beach
Contact - 2 Name:	Christy Ferguson
Home #:	
Work #:	
Cell #:	
Email:	christy.ferguson@hbtownhall.com

Customer Focused Solutions...

Our focus at Carolina Creations Landscapes, Inc. is on the customer. We are simply not satisfied with being the best Landscape Service Provider in the area. With the processes and systems that our business operating system provides, not only can we remain the best landscape service provider, but we are in the process of becoming the best customer service business in the area.

Maintenance Care Team

Each client will have unlimited access to our Maintenance Care Team. The Team is responsible for maintaining the relationship between client and CCL. They are available to you to answer any questions, schedule services, or to provide a solution for any need that is discovered or brought to their attention, regarding your account.

About Carolina Creations Landscapes, Inc.

Carolina Creations Landscapes, Inc. is a full-service landscape-contracting firm registered & licensed to practice the act of Landscape Contracting. For many years our firm has exceeded the standards and proved to be a leader in its industry.

Since the mid 1990's, Carolina Creations Landscapes, Inc. has been committed to providing clientele with quality products and dependable services that reflect the true nature of a Landscape Contracting firm. We pride ourselves on the professionalism of our staff, the quality of our services, and the continued education of our firm, our employees, and our customers.

The high standards & expectations that Carolina Creations Landscapes, Inc. sets forth as a guideline for its own organization will bring about positive response and exponential growth for a secure and stable future and set an example for those that will follow.

*"People do not care how much you know
until they know how much you care."*

- John C. Maxwell

SCOPE OF SERVICES

Irrigation Round 1 - Start Up

Water is a precious and expensive resource and therefore should be managed as such. This Start Up service will provide you with the comfort and confidence that your system is operating efficiently, not wastefully or inadequately. The service promotes responsible environmental awareness and stewardship, while also protecting your asset and minimizing unnecessary expenses.

Irrigation Round 2 - Seasonal Adjustment

The Seasonal Adjustment service ensures your irrigation system is adjusted to meet the demands of the season. The service promotes responsible environmental awareness and stewardship, while also protecting your asset and minimizing unnecessary expenses. Thru aggressive management we can routinely assess the changing needs of your landscape. Then, modify the water usage to provide the most appropriate scheduling, while also pro-actively seeking out possible problematic areas and items of concern, before they become too costly. Proper and professional irrigation management is critical for the overall success and health of your landscape.

Irrigation Round 3 - Shut Down

The winter shut down ensures your system is turned off properly for the winter by turning off the water at the meter, and draining the backflow valve.

*Our service does not include "blowing out lines".

CONTRACT SUMMARY

This Landscape Management Service Agreement dated 07/01/2022 by and between Town of Holden Beach and Carolina Creations Landscapes, Inc constitutes the entire agreement between the aforementioned parties and includes the scope of services, guarantees, terms and conditions, pricing and payment responsibilities for landscape management services provided at 110 Rothschild Street Holden Beach, NC 28462.

SUMMARY OF SERVICES INCLUDED

SERVICES	OCCURS
Irrigation Round 1 - Start Up	1
Irrigation Round 2 - Seasonal Adjustment	3
Irrigation Round 3 - Shut Down	1

AGREEMENT PRICE & PAYMENT TERMS

This agreement takes effect on the 7/1/2022 12:00:00 AM (the "Commencement Date"). It will continue for an original term of 12 months unless otherwise specified in the Agreement Price Table below. 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.

Term in Months	Agreement Price (+ Applicable Taxes)
1-12	\$ 3,000.00
13-24	\$
25-36	\$
36-48	\$
48-60	\$

PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
July	\$250.00	\$16.88	\$266.88
August	\$250.00	\$16.88	\$266.88
September	\$250.00	\$16.88	\$266.88
October	\$250.00	\$16.88	\$266.88
November	\$250.00	\$16.88	\$266.88
December	\$250.00	\$16.88	\$266.88
January	\$250.00	\$16.88	\$266.88
February	\$250.00	\$16.88	\$266.88
March	\$250.00	\$16.88	\$266.88
April	\$250.00	\$16.88	\$266.88
May	\$250.00	\$16.88	\$266.88
June	\$250.00	\$16.88	\$266.88
	\$3,000.00	\$202.56	\$3,202.56

By



Chris Rogers

Date 5/13/2022

Carolina Creations Landscapes, Inc.

By

Date

Town of Holden Beach

AGREEMENT PRICE & PAYMENT TERMS

Contract Terms and 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 work day 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.
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 assure 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 notify us of any reasonable dissatisfaction with the work performed.

TERMS AND CONDITIONS

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted in this Agreement, you agree to permit free 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 that there is a claim, damage, loss, or expense that is caused in whole or in part by any active or passive act or omission by you, anyone directly or indirectly employed by you, or for anyone whose act you may be liable, then, to the fullest extent permitted by law, you will defend, indemnify and hold harmless our representatives and us from and against these claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising from or resulting from the performance of our work under this Agreement.

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 this Agreement.

Limited Warranty: We warrant that our workmanship on all installations and repairs shall be performed in a good and workmanlike manner and that any parts repaired or replaced by us will be free from defects in workmanship until the end of this Agreement or for thirty (30) days, whichever is earlier.

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 other than as set forth in the preceding paragraph. 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 OTHER WARRANTIES ON THE MATERIALS 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 made to the respective address shown herein.

Taxes: 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 and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Payment Terms: You agree to promptly pay invoices within ten (10) days of receipt. A late charge of 1 ½% 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.

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: You may terminate this Agreement at any time for any reason other than an alleged breach by us by giving a thirty (30) day notice to us in writing. Such notice will be deemed to have been given on the date of receipt at our address shown on the first page of this Agreement. Upon early termination, you will be responsible for the entire stated Agreement Price for each year of the term of the agreement. We will submit a final invoice to you for the entire Agreement Price less the amount of your payments made prior to termination. If you wish to terminate this Agreement due to an alleged breach by us, you must provide us with prompt written notice of any failure on our part to provide the Scope of Services as defined in this Agreement. Such notice will be deemed to have been given on the date of receipt at our address shown on the first page of the Agreement. Upon receipt of this notice, we will have sixty (60) days to address any failure(s) and comply with the terms and conditions of the Scope of Services as detailed in the Agreement, unless the period of time to resolve such failure(s) has otherwise been agreed upon by both parties. If at the end of the aforementioned period, said failures are not resolved or other arrangements have not been otherwise agreed upon by both parties, this Agreement may be terminated. However, 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 scheduled payments for the services performed under this Agreement during that period. Therefore, you agree to reimburse us, at then current rates, (i) for all costs 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.

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.

Severability: Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.



“Experience The Professional Difference”

**Proposed Agreement of
Landscape Management Solutions
provided for:**

Date Prepared:	May 13, 2022
Company Name:	
Client Name:	Town of Holden Beach
Mailing Address:	110 Rothschild St.
City/State/Zip	Holden Beach, NC28462
Project Name:	Town of Holden Beach
Ship To Address:	110 Rothschild Street
City/State/Zip	Holden Beach, NC 28462
Contact -1 Name:	Town of Holden Beach
Contact - 2 Name:	Christy Ferguson
Home #:	
Work #:	
Cell #:	
Email:	christy.ferguson@hbtownhall.com

Customer Focused Solutions...

Our focus at Carolina Creations Landscapes, Inc. is on the customer. We are simply not satisfied with being the best Landscape Service Provider in the area. With the processes and systems that our business operating system provides, not only can we remain the best landscape service provider, but we are in the process of becoming the best customer service business in the area.

Maintenance Care Team

Each client will have unlimited access to our Maintenance Care Team. The Team is responsible for maintaining the relationship between client and CCL. They are available to you to answer any questions, schedule services, or to provide a solution for any need that is discovered or brought to their attention, regarding your account.

About Carolina Creations Landscapes, Inc.

Carolina Creations Landscapes, Inc. is a full-service landscape-contracting firm registered & licensed to practice the act of Landscape Contracting. For many years our firm has exceeded the standards and proved to be a leader in its industry.

Since the mid 1990's, Carolina Creations Landscapes, Inc. has been committed to providing clientele with quality products and dependable services that reflect the true nature of a Landscape Contracting firm. We pride ourselves on the professionalism of our staff, the quality of our services, and the continued education of our firm, our employees, and our customers.

The high standards & expectations that Carolina Creations Landscapes, Inc. sets forth as a guideline for its own organization will bring about positive response and exponential growth for a secure and stable future and set an example for those that will follow.

*"People do not care how much you know
until they know how much you care."*

- John C. Maxwell

SCOPE OF SERVICES

General Maintenance - In Season

Mowing: Turf will be mowed weekly from mid April thru 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.

General Maintenance - Out of Season

Mowing: Turf will be mowed bi-weekly per month from mid October through April (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.

Lawn Care - Round 1

Application of Pre and Post Emergent Herbicide for control of late winter/early spring weeds.

Lawn Care - Round 2

If your turf is Bermuda or Zoysia, you will receive an application of Specialty Blend Slow-Release Fertilizer mixed with organics to aid in faster green up and will help your turf use all the nutrients available in the soil. Also, you will receive post emergent weed control as necessary.

If your turf is Centipede or St. Augustine, you will receive an application of fungicide designed to eradicate any lingering fungus in your yard and also will aid in prevention of new lawn diseases. Also, you will receive post emergent weed control as needed.

Lawn Care - Round 3

If you have Bermuda or Zoysia grass, you will receive an application of fungicide designed to prevent any lawn diseases occurring in your yard. Along with that you will receive fertilizer that is designed to aid in overall health of turf.

If you have Centipede or St. Augustine grass, you will receive an application of granular fertilizer which includes an organic base designed to help the soil use all of the available nutrients.

All 4 types of grass will also receive post emergent herbicide as needed.

Lawn Care - Round 4

Liquid application of Iron designed to enhance turf color and quality, formulated for maximum foliar absorption of micro nutrient components, applied with a liquid application of post emergent weed control.

Lawn Care - Round 5

Liquid application of Potassium specially formulated to increase plant strength and tolerance associated with environmental stressors, reduces mottling and marginal chlorosis of leaf tissues. This will be applied with post emergent weed control as needed.

Lawn Care - Round 6

Application of Pre and Post Emergent Herbicide for control of fall/winter weeds.

Lawn Care - Round 7

Every living organism holds the potential for disease to become present. Environmental stress and other harmful conditions will lead to the presence of disease. This service will proactively control damaging lawn disease(s). Applications should be primarily applied in the fall when soil temperatures decline to 70°F, regardless of when symptoms have appeared in the past.

Top Choice

One (1) application, per contract term, of Top-Choice Insecticide will be provided to lawn areas to control fire ants and mole crickets. Insecticide will control fire ants for up to twelve (12) months and seasonal (3-4 months) control of mole crickets is to be expected. Site characteristics and environmental conditions will dictate specifically how & when these services are rendered.

Tree & Shrub Round 1

Shrubs will be fertilized 1-2 time(s) per year using a slow release controlled fertilizer.

Tree & Shrub Round 2

A rigorous preventative management program along with proper IPM (Integrated Pest Management) practices will be followed. Site characteristics and environmental conditions will dictate specifically how these services are rendered.

Tree & Shrub Round 3

A rigorous preventative management program along with proper IPM (Integrated Pest Management) practices will be followed. Site characteristics and environmental conditions will dictate specifically how these services are rendered.

Pruning Winter

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.

Pruning Summer

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.

Pruning Spring

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.

Mulch

Except for designated areas (as indicated by client), all plant beds & natural areas will be mulched with a minimum of two (2) inches, not to exceed four (4) inches, of preferred mulching material (as specified by client). Mulching will be done so that it aids and fosters healthy plant development and assists in the suppression of weed growth...

Annual Color Mgmt < 200 sf

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.

Care Visit

During the year, a Maintenance Care team member will periodically visit the property to do a walk through noting areas for improvement, needs for any extra applications, etc. These visits are included as part of our customer service.

CONTRACT SUMMARY

This Landscape Management Service Agreement dated 07/01/2022 by and between Town of Holden Beach and Carolina Creations Landscapes, Inc constitutes the entire agreement between the aforementioned parties and includes the scope of services, guarantees, terms and conditions, pricing and payment responsibilities for landscape management services provided at 110 Rothschild Street Holden Beach, NC 28462.

SUMMARY OF SERVICES INCLUDED

SERVICES	OCCURS
General Maintenance - In Season	31
General Maintenance - Out of Season	9
Lawn Care - Round 1	1
Lawn Care - Round 2	1
Lawn Care - Round 3	1
Lawn Care - Round 4	1
Lawn Care - Round 5	1
Lawn Care - Round 6	1
Lawn Care - Round 7	1
Top Choice	1
Tree & Shrub Round 1	1
Tree & Shrub Round 2	1
Tree & Shrub Round 3	1
Pruning Winter	1
Pruning Summer	1
Pruning Spring	1
Mulch	2
Annual Color Mgmt < 200 sf	26
Care Visit	4

Monthly Price - \$ 7,671.92

AGREEMENT PRICE & PAYMENT TERMS

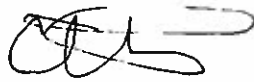
This agreement takes effect on the 7/1/2022 12:00:00 AM (the "Commencement Date"). It will continue for an original term of 12 months unless otherwise specified in the Agreement Price Table below. Thereafter, it shall automatically renew on a year to year basis and the service intervals shall repeat, 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.

Term in Months	Agreement Price (+ Applicable Taxes)
1-12	\$ 84,931.07
13-24	\$
25-36	\$
36-48	\$
48-60	\$

PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
July	\$7,671.92	\$70.41	\$7,742.33
August	\$7,671.92	\$70.41	\$7,742.33
September	\$7,671.91	\$70.41	\$7,742.32
October	\$7,671.92	\$70.41	\$7,742.33
November	\$7,671.91	\$70.41	\$7,742.32
December	\$7,671.92	\$70.41	\$7,742.33
January	\$7,671.91	\$70.41	\$7,742.32
February	\$7,671.92	\$70.41	\$7,742.33
March	\$7,671.91	\$70.41	\$7,742.32
April	\$7,671.92	\$70.41	\$7,742.33
May	\$7,671.91	\$70.41	\$7,742.32
	\$84,391.07	\$774.51	\$85,165.58

By



Chris Rogers

Date 5/13/2022

Carolina Creations Landscapes, Inc.

By

Date

Town of Holden Beach

AGREEMENT PRICE & PAYMENT TERMS

Contract Terms and 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 work day 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.
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 assure 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 notify us of any reasonable dissatisfaction with the work performed.

TERMS AND CONDITIONS

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted in this Agreement, you agree to permit free 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 that there is a claim, damage, loss, or expense that is caused in whole or in part by any active or passive act or omission by you, anyone directly or indirectly employed by you, or for anyone whose act you may be liable, then, to the fullest extent permitted by law, you will defend, indemnify and hold harmless our representatives and us from and against these claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising from or resulting from the performance of our work under this Agreement.

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 this Agreement.

Limited Warranty: We warrant that our workmanship on all installations and repairs shall be performed in a good and workmanlike manner and that any parts repaired or replaced by us will be free from defects in workmanship until the end of this Agreement or for thirty (30) days, whichever is earlier.

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 other than as set forth in the preceding paragraph. 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 OTHER WARRANTIES ON THE MATERIALS 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 made to the respective address shown herein.

Taxes: 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 and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Payment Terms: You agree to promptly pay invoices within ten (10) days of receipt. A late charge of 1 ½% 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.

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: You may terminate this Agreement at any time for any reason other than an alleged breach by us by giving a thirty (30) day notice to us in writing. Such notice will be deemed to have been given on the date of receipt at our address shown on the first page of this Agreement. Upon early termination, you will be responsible for the entire stated Agreement Price for each year of the term of the agreement. We will submit a final invoice to you for the entire Agreement Price less the amount of your payments made prior to termination. If you wish to terminate this Agreement due to an alleged breach by us, you must provide us with prompt written notice of any failure on our part to provide the Scope of Services as defined in this Agreement. Such notice will be deemed to have been given on the date of receipt at our address shown on the first page of the Agreement. Upon receipt of this notice, we will have sixty (60) days to address any failure(s) and comply with the terms and conditions of the Scope of Services as detailed in the Agreement, unless the period of time to resolve such failure(s) has otherwise been agreed upon by both parties. If at the end of the aforementioned period, said failures are not resolved or other arrangements have not been otherwise agreed upon by both parties, this Agreement may be terminated. However, 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 scheduled payments for the services performed under this Agreement during that period. Therefore, you agree to reimburse us, at then current rates, (i) for all costs 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.

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.

Severability: Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.

Ordinance 22-14
Town of Holden Beach Fiscal Year 2022/2023 Budget Ordinance

An Ordinance to appropriate revenues and authorize expenses for the Fiscal Year beginning 1 July 2022 and ending 30 June 2023. BE IT ORDAINED by the Board of Commissioners of the Town of Holden Beach North Carolina that revenues and expenses for the Fiscal Year 2022/2023 are authorized as set out below:

Part I: General Fund

REVENUES

An Ad Valorem Tax Rate of twenty cents (\$.20) per one hundred dollars (\$100) at full valuation is levied for Fiscal Year 2022/2023.

CREDIT CARD SITE FEE GENERAL	2,200
AD VAL TAXES - CURRENT	2,743,950
AD VAL TAXES - PRIOR	36,000
VEHICLE TAXES	28,000
PNLTY & INT - AD VAL TAX	15,000
VEHICLE STICKERS	5,000
INTRST ON SAV & INVEST	20,000
TAX PMTS TO BE REFUNDED	100
MISCELLANEOUS	20,750
SIDEWALK DEPOSIT	500
HOUSE MOVING SECURITY DEP	2,000
BRIDGE FEE	200
PLUMBING SCREEN SALES	300
BLUE CAN HOME RECYCLING	63,225
DONATIONS	500
CHRISTMAS DECORATIONS	500

UTILITIES FRANCHISE TAX	218,476
SALES ON TELECOMM-UTIL FR	4,000
SALES TAX ON VIDEO PROGRM	37,000
BEER &/OR WINE TAX	2,600
POWELL BILL	43,500
LOCAL SALES & USE TAX	262,587
CAMA CONTRACT	2,800
COURT COSTS	200
PARKING VIOLATIONS	10,000
ORDINANCE VIOLATIONS	1,200
Mosquito Contract	1,025
BUILDING PERMITS	235,000
CAMA PERMITS	5,720
ZONING FEES	11,338
ELECTRICAL INSPECTION	34,252
MECHANICAL INSPECTION	32,529
PLUMBING INSPECTIONS	18,907
ADMINISTRATIVE FEE-INSP	805
HOMEOWNERS RECOVERY FUND	1,500
REINSPECTION FEE	1,000
SALES TAX REFUND	7,500
DEMOLISH PERMIT	2,000

SALE OF FIXED ASSETS	5,000
OFF STREET PARKING	23,026
ON STREET PARKING	192,018
Transfers from SRF Canal Dredging	82,226
FUND BALANCE APPROPRIATED	174,659
Total for Revenue	4,349,093

EXPENSES

Governing Body

SALARIES - MAYOR AND COMMISSIONERS	7800
PROFESSIONAL SERVICES	91035
GOVERNING BODY - FICA	599
COMMUNICATIONS	7644
PUBLIC RELATIONS	1500
COMMUNITY EVENTS	1500
TRAVEL	2000
AB-TRAVEL & TRAINING	1250
HURRICANE PREPARATION	2100
DECORATIONS	500
ADVERTISING	1500

AB-ADVERTISING MEETINGS	500
HOLDEN BEACH FLAG	500
AB-SUPPLIES & MATERIALS	4100
OPERATIONAL CONTINGENCIES	9367
NEW TOWN HALL DEBT SERVICE	237794
New Town Hall Ops, Maint and Repair	95900
CONTRIBUTIONS	11250
TRANSFER TO BPART FUND	274395
Total	751234

Administration Expenses

SALARIES	384,989
SALARIES - OVERTIME	4,438
FICA	29,791
GROUP INSURANCE	76,841
RETIREMENT	39,527
401K EMPLOYERS MATCH	17,374
COMMUNICATIONS	51,045
PRINTING	6,000
SOFTWARE	75,000

TRAVEL & TRAINING	8,000
M & R - EQUIPMENT	3,500
ADVERTISING	1,000
DEPT SUPPLIES & MATERIALS	6,000
UNIFORMS	1,000
REWARDS AND WELLNESS PRGR	2,000
SAFETY PROGRAMS ALL DEPTS	1,500
CONTRACTED SERVICES	21,655
DUES & SUBSCRIPTIONS	4,000
INSURANCE & BONDS	79,000
EQUIPMENT	20,000

Total	832,660
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Police Expenses

SALARIES	566,038
SALARIES - OVERTIME	73,389
FICA	49,936
GROUP INSURANCE	150,866
RETIREMENT	82,650

PD EMPLOYER'S 401K	31,971
COMMUNICATIONS	55,000
TRAVEL & TRAINING	8,000
COMMUNITY WATCH	500
M & R - EQUIPMENT	4,000
M & R - VEHICLES	7,150
GAS, OIL & TIRES	42,000
DEPT SUPPLIES & MATERIALS	5,000
UNIFORMS	10,000
POLICE INOCULATIONS	2,500
EQUIPMENT	37,999
CAP OUTLAY-VEHICLES&EQUIP	77,640
PD CARS-ACCIDENT REPAIRS	2,000
Total	1,208,640

Planning an Inspections Expenses

SALARIES	227,930
SALARIES OVERTIME	2,357
FICA	17,617

GROUP INSURANCE	54,860
RETIREMENT	23,374
401K EMPLOYERS MATCH	10,905
COMMUNICATIONS	10,000
PRINTING	1,712
TRAVEL & TRAINING	10,000
M & R - VEHICLES	5,457
ADVERTISING	2,140
GAS, OIL & TIRES	10,000
DEPT SUPPLIES & MATERIALS	4,815
BUILDING INSP - UNIFORMS	1,500
CONTRACTED SERVICES	20,000
DUES & SUBSCRIPTIONS	1,600
HOMEOWNERS' RECOVERY FUND	900
EQUIPMENT PURCHASE	10,000
Total	415,168

Public Works, Buildings, Grounds and Streets Expenses

SALARIES	63,496
SALARIES OVERTIME	3,084
FICA	5,093
GROUP INSURANCE	13,715

RETIREMENT	6,758
401K EMPLOYERS MATCH	1,083
PROFESSIONAL SERVICES	20,000
UTILITY - STREET LIGHTS	54,000
BUILDINGS UTILITY PAYMENT	1,250
TRAVEL	500
BLDINGS&GROUNDS MAINT/SUP	33,340
M & R EQUIPMENT	10,000
M & R VEHICLES	5,000
MAINT & REP STREETS	18,000
MAINT & REPAIR BULKHEADS	30,000
STREET DRAINAGE PROJECTS	232,300
STREET SIGN REPLACEMENT	3,000
ADVERTISING	150
GAS, OIL & TIRES	15,000
DEPT SUPPLIES & MATERIALS	5,500
UNIFORMS	1,500
STREET PAVING PROJECTS	150,000
ON STREET PARKING	192,018
OFF STREET PARKING	23,026
SIDEWALK MAINTENANCE	6,000

Total	893,815
<u>Sanitation Expenses</u>	
SALARIES FULL TIME	46,559
SALARIES OVERTIME	5,564
FICA	3,987
GROUP INSURANCE	13,715
RETIREMENT	5,291
401K EMPLOYERS MATCH	2,583
TRAVEL & TRAINING	400
MAINT & REPAIRS EQUIPMENT	300
DEPT SUPPLIES & MATERIALS	18,200
SANITATION UNIFORMS	1,500
CONTRACTED SERVICES	49,000
BLUE CAN HOME RECYCLING	58,976
SOLID WASTE TIPPING FEES	500
EQUIPMENT PURCHASE	43,000
Total	249,576

PART II. AMERICAN RESCUE PLAN

Revenues

ARP FY 20/21 DISTRIBUTION	105,808
ARP FY 21/22 DISTRIBUTION	105,808
Total for Revenue	211,616

Expenses

ARP PROJECT EXPENSE	211,616
Total for Expense	211,616

PART III. WATER & SEWER FUND

Revenues

A sewer capital fee of \$466.07 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 obligation. Said fee is to be billed concurrently with ad valorem property taxes and collected in accordance with applicable North Carolina General Statutes.

CREDIT CARD SITE FEE WATER	1,500
LOAN PROCEEDS	3,166,843
INTEREST ON INVESTMENTS	7,212
SHARE FUND INTEREST	3,000
RENTS & CONCESSIONS	118,000

ADMINISTRATIVE FEES WATER	10,000
CAPITAL CHARGES CTY-SEWER	1,417,575
INTEREST ON CAPITAL CHRGS	12,000
SEWER CAPACITY CHARGE	125,000
SALES TAX REFUND WATER	35,000
WATER CAPACITY CHARGE	40,000
WATER USE CHARGES	1,432,211
SPECIAL CHARGES FOR UTIL	3,000
Irrigation Meter Inspection Fees	21,917
SEWER USE CHARGES	993,000
AVAILABILITY FEE SEWER	500
TAP & CONNECTION FEES	85,000
TAP & CONNECT FEES-SEWER	500
RECONNECTION FEES	500
PNLTY & INTRST - BILLINGS	10,500
Total for Revenue	7,483,258

Water & Sewer Administration Expenses

SALARIES	41,220
SALARIES-OVERTIME	643
FICA	3,203

GROUP INSURANCE	13,715
RETIREMENT	4,249
401K EMPLOYERS MATCH	500
COMMUNICATIONS	61,331
PRINTING	3,500
TRAVEL & TRAINING	8,000
M & R - EQUIPMENT	5,000
DEPT SUPPLIES & MATERIALS	3,800
CONTRACTED SERVICES	13,500
DUES & SUBSCRIPTIONS	6,316
TOTAL	164,977

Water & Sewer Operation Expenses

SALARIES	211,388
SALARIES-OVERTIME	10,188
PROFESSIONAL SERVICES	42,500
Professional Services Irrigation Inspect	17,500
FICA	16,951
GROUP INSURANCE	58,289
RETIREMENT	22,490
401K EMPLOYERS MATCH	4,718

COMMUNICATIONS	4,045
UTILITIES	2,500
UTILITIES-PUMPING STATION	75,000
TRAVEL	2,500
M & R WATER TANK	22,400
M & R EQUIPMENT	7,000
OPERATION & MAINT VAC SYS	35,000
M & R VEHICLES	7,000
M & R WATER SYSTEM	105,000
CTY CAPITAL COSTS SEWER	1,115,364
GAS, OIL & TIRES	16,000
DEPT SUPPLIES & MATERIALS	5,500
O&M VACUUM STATIONS	136,000
METERS (NEW CONSTRUCTION)	65,000
UNIFORMS	4,800
CONTRACTED SERVICES	55,000
PURCHASES FOR RESALE	850,500
COUNTY O&M CHARGE SEWER	255,911

EQUIPMENT PURCHASE -WATER	95,000
CAPITAL OUTLAY-VALVE PITS	80,000
CAP OUTLAY MAJ EQUIP SEWR	3,337,374
WATER CAP OUTLAY-VEHICLES	64,773
CONTRIBUTION TO CRF WATER	40,000
DEBT SERVICE SEWER	271,756
CONTRIBUTION TO CRF SEWER	125,000
EOC Ops, Maint and Repair	62,500
NEW EOC DEBT SERVICE	93,335
Ops TOTAL	7,318,281
Total expenditures	7,483,258

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

REVENUES

CREDIT CARD SITE FEE BPART	60
ACCOM TAX	3,700,000
BRUNSWICK CO REFUND CRP	26,596
ACCOMMODATIONS TAX PENLTY	100
INTEREST ON INVESTMENTS	5,000
BPART CAP RES INTEREST	10
MISCELLANEOUS BPART	12,000

RECREATION PROGRAMS	8,000
SALES TAX REFUND	2,000
441 OBW	2,153
OFF STREET PARKING	32,894
TRANSFER FROM BEACH INLET CRF	871,892
Transfer from General Fund	274,395
Total for Revenue	4,935,100

EXPENSES

TRANSFER COUNTY ACCOM TAX	607,417
DEBT SERVICE CENTRAL REACH	1,317,720
SALARIES - RECREATION	67,340
OVERTIME - RECREATION	1,596
FICA - RECREATION	5,274
Group Insurance	13,715
RETIREMENT REC	6,997
401K EMPLOYERS CONTRIBUTION	1,704
INTERNSHIP	6,240
PROFESSIONAL SERVICES	158,250
PROFESSIONAL SRV-MAINLAND	3,000
PROFESSIONAL SERVICES- BEACH	100,000
Recreation Programs	13,000

Beautification Club	14,900
Jordan Blvd Ops, Mx and Repair	45,000
Park and Rec Utilities	3,000
STARFISH FIRE SUBSTATION UPGRADE	2,000
Dog Park	500
COMMUNICATIONS	8,045
Gas Oil and Tires	5,000
Starfish Fire Substation Ops, Mx, Rpr	8,000
TRAVEL & TRAINING	22,750
PUBLIC REST ROOMS	300,000
BEACH EQUIPMENT MAINTENAN	1,000
SHORELINE MONITORING	30,000
DEBRIS REMOVAL	5,000
FESTIVAL & SECURITY	3,000
CONCERTS	37,500
HOLDEN BEACH PROMOTION	37,500
CHAMBER OF COMMERCE	3,000
Contributions BPART (Donations)	3,000
ACCESS & RECREATION	120,000
WASTE IND 2ND PICK-UP	127,000
POCKET PARK 628OBW	1,000

HALSTEAD PARK	1,000
Rothschild Davis Park	40,000
USACE CSDR STUDY	800,000
Debt Service Block Q	365,134
DEBT SERVICE 441 OBW	277,960
441 OBW	150,000
796 OBW	40,000
SALARIES BEACH PROJECT	33,421
OVERTIME - BEACH PROJECT	1,901
FICA BEACH PROJECT	2,702
RETIREMENT BEACH PROJECT	3,585
401K EMPLOYERS BEACH PRJT	1,710
Group Insurance Beach Project	10,286
CONTRACT SERVICES SANITATION	85,000
BEACH RANGER SALARIES	28,500
BEACH RANGER SUPPLIES & EQUIP & MAINT	11,453
BEACH RANGER GAS, OIL, TIRES	1,500
FICA	1,500
Total Expenses	4,935,100

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 2022 and ending 30 June 2023.

HOLDEN BEACH HARBOR REVENUES

BALANCE FORWARD	1,062,803
SRF HBH ASSESSMENTS	139,280
Total	1,202,083

HOLDEN BEACH HARBOR EXPENSES

SRF Administration - HBH	12,021
SRF Legal Fees - HBH	12,021
SRF Construction - HBH	901,562
SRF Surveying - HBH	60,104
SRF Permitting CAMA - HBH	30,052
SRF Permitting ACE & Other Agencies	30,052
SRF Designs - HBH	36,062
SRF Construct Docs, Plans, Specs - HBH	60,104
SRF Construct Management, Insp, Close - HBH	30,052
SRF Transfer to General Fund- HBH	30,052

Total	1,202,083
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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 2022 and ending 30 June 2023.

HERITAGE HARBOR REVENUES

BALANCE FORWARD	713,249
SRF HH ASSESSMENTS	136,518
Total	849,767

HERITAGE HARBOR EXPENSES

SRF Administration - HH	8,498
SRF Legal Fees - HH	8,498
SRF Construction - HH	637,325
SRF Surveying - HH	42,488
SRF Permitting ACE & Other Agencies HH	21,244
SRF Permitting CAMA - HH	21,244
SRF Designs - HH	25,493
SRF Contract Docs, Plans, Specs - HH	42,488
SRF Construct Management, Insp, Closet - HH	21,244
SRF Transfer to General Fund- HH	21,244
Total	849,767

In accordance with North Carolina General Assembly Session Laws 2004-104 as amended and 2005-90; as such, a canal dredging fee of \$260 per lot (per the Fiscal Year 2008/2009 assessment district resolution) for Harbor Acres is hereby established for the Fiscal Year beginning 1 July 2022 and ending 30 June 2023.

HARBOR ACRES REVENUES

BALANCE FORWARD	1,161,807
SRF HA ASSESSMENTS	75,400
Total	1,237,207

HARBOR ACRES EXPENSES

SRF Administration - HA	12,372
SRF Legal Fees - HA	12,372
SRF Construction - HA	927,906
SRF Surveying - HA	61,860
SRF Permitting CAMA - HA	30,930
SRF Permitting ACE & Other Agencies - HA	30,930
SRF Designs - HA	37,116
SRF Contract Docs, Plans, Specs - HA	61,860
SRF Construct Management, Insp, Close - HA	30,930
SRF Transfer to General Fund- HA	30,930
Total	1,237,207

PART VI. FEMA CAPITAL PROJECTS FUND**REVENUE**

FEMA FLORENCE PW 674(0) CAT G	15,861,220
FEMA FLORENCE PW 2547(0) CAT Z	798,855
FEMA MICHAEL PW 11(0) CAT G	8,547,506
FEMA MICHAEL PW 158(0) CAT Z	427,376
FEMA DORIAN PW 00221(0) CAT G	15,496,802
FEMA DORIAN PW 494 CAT Z	775,835
FEMA ISAIAS PW 50 CAT G	3,838,038
FEMA ISAIAS CAT Z	198,387
Loan Proceeds	27,700,000
TOTAL REVENUE	73,644,019

EXPENDITURE

Debt service	27,700,000
FEMA FLORENCE PW 374(0) CAT G	15,861,220
FEMA FLORENCE PW 2547(0) CAT Z	798,855
FEMA MICHAEL PW 11(0) CAT G	8,547,506
FEMA MICHAEL PW 158(0) CAT Z	427,376
FEMA DORIAN PW 00221(0) CAT G	15,496,802
FEMA DORIAN PW 494 CAT Z	775,835
FEMA ISAIAS PW 50 CAT G	3,838,038
FEMA ISAIAS CAT Z	198,387
TOTAL EXPENDITURE	73,644,019

PART VII. CAPITAL RESERVE FUNDS

A. WATER CAPITAL RESERVE FUND

REVENUES	
CAPITAL RESERVE FUND WATER	40000
CRF WATER INTEREST	111051
TOTAL FOR FUND	151051

EXPENSES	
CAP RES MISCELLANEOUS EXP	151051
TOTAL FOR FUND	151051

B. SEWER CAPITAL RESERVE FUND

REVENUES	
CAPITAL RESERVE FUND SEWER	125000
CRF SEWER INTEREST	176543
TOTAL FOR FUND	301543

EXPENSES	
CAP RES MISCELLANEOUS EXP	301543
TOTAL FOR FUND	301543

C. BEACH AND INLET MANAGEMENT CAPITAL RESERVE FUND**REVENUES**

BEACH RE-NOURISHMENT AND INLET	2247002
TOTAL FOR FUND	2247002

EXPENSES

CAP RES MISCELLANEOUS EXP	1375110
Transfer to B-Part	871892
TOTAL FOR FUND	2247002

PART VIII. TAX RATE

An Ad Valorem Tax Rate of twenty cents (\$.20) per one hundred dollars (\$100) at full valuation is levied for Fiscal Year 2022/2023.

PART VII. BUDGET ADMINISTRATION

This Budget Ordinance shall be the financial plan for the Holden Beach Municipal Government during the fiscal year beginning 1 July 2022 and ending 30 June 2023. 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 Capital Improvement Plan for Fiscal Years 2022/3 through 2031/2 is hereby incorporated and approved as presented at Atch 1.

Effective Date and Approval.

This Ordinance is effective 1 July 2022 as adopted this 21st day of June, 2022.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk

1 Atch: Town of Holden Beach Capital Improvement Plan FY 22/23 thru 31/32

Attachment 1

Capital Improvement Plan												
	FY	FY	FY	FY	FY	FY	FY	FY	FY	FY	FY	% of CIP Revenues
CIP REVENUES	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	Total Revenues	
General Fund - Operating Revenues	261,000	240,000	155,000	235,000	303,000	120,000		80,000	127,500	90,000	1,611,500	9.00%
Streets Assessment												0.00%
General Fund Total	261,000	240,000	155,000	235,000	303,000	120,000		80,000	127,500	90,000	1,611,500	9.00%
Water Sewer Fund - Operating Revenues	364,131	199,500	168,500	292,500	256,500	180,500	182,500	264,500	266,500	268,500	2,443,631	13.65%
Water and Sewer LEASE DEBT PROCEEDS vac	64,773	64,773	64,773	64,773							259,092	1.45%
Loan Proceeds	3,166,843	2,000,000									5,166,843	28.86%
Water Sewer Fund - Revenues total	3,595,747	2,264,273	233,273	357,273	256,500	180,500	182,500	264,500	266,500	268,500	7,869,566	43.96%
BPART Fund balance		200,000										
BPART Operating revenues	1,345,000	606,000	235,000	417,500	680,000	413,000	120,000	35,000	20,000		3,871,500	21.63%
PARTIF Grant for 441 OBW Pier Land Acquisition	500,000										500,000	2.79%
Beach&Inlet Management fund		383,096	83,096	383,096							849,288	4.74%
BPART TOTAL	1,845,000	1,189,096	318,096	800,596	680,000	413,000	120,000	35,000	20,000		5,420,788	30.28%
Canal Dredging Special Revenue Fund												
Holden Beach Harbor			500,000							500,000	1,000,000	5.59%
Harbor Acres			500,000							500,000	1,000,000	5.59%
Heritage Harbor			500,000							500,000	1,000,000	5.59%
Canal Dredging Revenues TOTAL	0		1,500,000							1,500,000	3,000,000	16.76%
TOTAL	5,701,747	3,693,369	2,206,369	1,392,869	1,239,500	713,500	302,500	379,500	414,000	1,858,500	17,901,854	100%

Memo To: Board of Commissioners

14 June 2022

RE: NC DOT Transportation Improvement Agreement – Bike Lanes

Execution of the attached agreement with DOT is required to construct the Ocean Boulevard Bike Lanes Project this fall in conjunction with the resurfacing of Ocean Boulevard. The project is estimated at \$1,722,364 of which 42% or \$723,393 is the Town's share. The remaining 58% or \$998,971 is funded by the Grand Strand Area Transportation Study (GSATS). The contract can be executed via prior Board action to appropriate funds. Project costs are calculated upon completion and any excess prepayments are returned by DOT per cost shares above. Cost overruns are likewise prorated. The Town will be advised upon bid opening as to the viability of the DOT letting. Specific bid opening date has not been determined at this time.

The bike lanes are an integral part of the Ocean Boulevard resurfacing design and cannot be excluded from the project if it is to be accomplished within DOT's current schedule. An appropriate motion to move the project forward is:

"Approve the TIP agreement #1000013299 and direct Town Manager to execute same".

Sincerely



David W. Hewett

ACCOUNTS RECEIVABLE AGREEMENTS

PAYMENT TERMS AND METHODS



_____: I acknowledge that upon execution of this Agreement, we will be required to submit a down payment, if required. I also acknowledge that we may pre-pay any portion of the estimated cost noted in this Agreement, prior to final billing by the Department.

Please refer to your Agreement's PAYMENT TERMS to correctly remit any payment due to the Department.

<u>PAYMENT TERMS:</u>	<u>PAYMENT TIMING:</u>
PAYMENT UPON AGREEMENT EXECUTION	Please submit the amount of agreed upon payment via one of the below methods, <u>once you have received notice of execution of the Agreement.</u>
PAYMENT PRIOR TO LETTING (OR START OF PHASE)	You will be notified by the Project Manager when payment will be due. Please remit payment within 60 days of notification.
PAYMENT UPON BILLING	The Department will bill at the completion of the Project (or when defined in the Agreement). All payments are due within 60 days of invoicing.

NOTE: You may pre-pay any portion of an estimated cost, prior to Departmental Billing. The Department will adjust final billing to account for any pre-payments made.

LATE PAYMENTS AND INTEREST RATES:

For payments not received within 60 days, the Department must charge a statutory interest rate of prime plus one percent (1%) on all Utility Relocation Agreements. For any other Receivable Agreement, the Department may charge a late fee and/or interest.

PAYMENT METHODS

1. **SEND PAYMENT BY CHECK** OR

MAIL TO:

NCDOT – Accounts Receivable
1514 Mail Service Center
Raleigh, NC 27699-1514

INCLUDE:

- Agreement ID (10000xxxxx)
- WBS Element

2. **SEND PAYMENT VIA ACH (Automated Clearinghouse)**

Initiate ACH through your bank* and send an e-mail to:

- ✓ Judith Dever - jadever@ncdot.gov
- ✓ Kay Lee - klee@ncdot.gov

INCLUDE:

- Agreement ID# (10000xxxxx)
- WBS Element
- Amount of Payment

**If you need NCDOT's Account information, contact Tammy Court at tlcourt@ncdot.gov*

Failure to follow the above steps and remit payment per the terms in the Agreement may result in delays to project delivery. Please contact your Division Project Manager for questions regarding payment terms.

**ACCOUNTS RECEIVABLE
TIP AGREEMENT
CONSTRUCTION
1000013299**

AGREEMENT OVERVIEW

DATE: 6/03/2022

NORTH CAROLINA
BRUNSWICK COUNTY

PROJECT NUMBERS

TIP NUMBER: BL-0046

PARTIES TO THE AGREEMENT:

WBS ELEMENT (CON): 50256.3.1

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

TOWN OF HOLDEN BEACH

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF TIP Project ("Project"): Widen and resurface SR 1116 (Ocean Blvd) from end of maintenance to end of maintenance, with the exception of the valley gutter section at NC 130. Widening includes 7' on the ocean side and 3' on the sound side for a distance of 6.15 miles to accommodate bicycle lanes on each side of the entire route.

ESTIMATED COST OF THE PROJECT: \$1,722,364

FEDERAL FUNDS ALLOCATED TO PROJECT: \$998,971

ESTIMATED COSTS TO OTHER PARTY: \$723,393 (non-federal match)

PAYMENT TERMS: The Town of Holden Beach will provide payment upon full execution of this Agreement.

MAINTENANCE: Department

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: When work is complete and all terms are met.

This **AGREEMENT** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **DEPARTMENT** and the Town of Holden Beach, hereinafter referred to as the **Municipality**.

The parties to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the parties with respect to its subject matter and supersedes any previous communication or agreements that may exist.

**ACCOUNTS RECEIVABLE
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I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-66.1 and 136-66.3; and,

WHEREAS, the **Department** and the **Municipality** have agreed that the jurisdictional limits of the Parties, as of the date of entering the agreement for the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the Parties hereto for the purposes of this Agreement; and,

WHEREAS, the **Municipality** has received an allocation of STBG-DA funding from the Grand Strand Area Transportation Study (GSATS) for bicycle lanes on SR 1116 (Ocean Blvd); and,

WHEREAS, the **Municipality** has requested that the **Department** perform all phases of said work or provide services; and,

WHEREAS, the Parties hereto wish to enter into an agreement for scoped work to be performed or provided by the **Department** (including reviews, goods or services) with reimbursement for the costs thereof by the **Municipality** as hereinafter set out; and,

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

II. RESPONSIBILITIES

- The **Department** shall be responsible for all phases of project delivery to include planning, design, right of way acquisition, utility relocation, construction and maintenance as shown in the **PROJECT DELIVERY** Provision.
- The **Municipality** shall be responsible for payment as shown in the **COSTS AND FUNDING** Provision.

III. PROJECT DELIVERY REQUIREMENTS

A. PLANNING, DESIGN, AND CONSTRUCTION

The **Department** will be responsible for preparing the environmental and/or planning document, obtaining any environmental permits and preparing the project plans and specifications.

The **Department** shall construct the Project in accordance with the plans and specifications for the Project. The **Department** shall administer the construction contract for said Project.

**ACCOUNTS RECEIVABLE
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All work shall be done in accordance with Departmental standards, specifications, policies and procedures.

B. RIGHT OF WAY ACQUISITION

It is understood by all parties hereto that all work shall be contained within existing right of way or easements previously granted. In the event that additional right of way is needed, the **Municipality** will provide the required right of way and/or construction easements at no cost or liability whatsoever to the **Department**. Acquisition of right of way shall be accomplished in accordance with State procedures and the North Carolina Right of Way Manual. The **Municipality** shall remove from said right of way all obstructions and encroachments of any kind or character (including hazardous and contaminated materials). The **Municipality** shall indemnify and save the **Department** harmless from any and all claims for damages that might arise on account of damage to public or private property and right of way acquisition, drainage and construction easements for the construction of the project.

C. MUNICIPAL UTILITY RELOCATIONS

RESPONSIBILITIES

The **Municipality** shall be responsible for the relocation and adjustment of all municipally owned utilities in conflict with the Project and shall exercise any rights that it may have under any franchise to effect all necessary changes, adjustments, and relocations of communications and electric power lines; underground cables, gas lines, and, and other pipelines or conduits; or any privately- or publicly-owned utilities.

1. Said work shall be performed in a manner satisfactory to the **Department** prior to the **Department** beginning construction of the Project. The **Municipality** shall make every effort to promptly relocate said utilities in order that the **Department** will not be delayed in the construction of the Project.
2. The **Municipality** shall make all necessary adjustments to house or lot connections or services lying within the right of way or construction limits, whichever is greater, of the Project.
3. The **Department**, where necessitated by construction, will make vertical adjustments of two (2) feet or less to the existing manholes, meter boxes, and valve boxes at no expense to the **Municipality**.
4. The **Department** shall not be liable for any work that the **Municipality** undertakes with respect to said utility relocation.
5. Any utilities associated with the widening will be the responsibility of the **Municipality** as well. The **Department** will assist with coordination of utility relocation of utilities not owned by the **Municipality**.

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COSTS AND FUNDING

6. If applicable, the **Department** will reimburse the **Municipality** in accordance with NCGS 136-27.1. A separate utility agreement may be prepared to address these costs and payment terms.

UTILITY RELOCATION BY DEPARTMENT

7. If the **Municipality** requests the **Department** to include the relocation and/or adjustment of municipally owned utilities in its construction contract provisions, and the **Department** agrees, then a separate utility agreement will be prepared to state the cost estimate and the reimbursement terms, if applicable. The **Municipality** shall reimburse the **Department** all or a portion of the costs associated with said relocation, in accordance with NCGS 136-27.1. Reimbursement will be based on final project plans and actual costs of relocation.

D. MAINTENANCE

Upon completion of the Project:

1. The **Department** shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highway," and department criteria.
2. The roadway improvements that are within state-owned right of way shall be considered a part of the State Highway System and shall be owned and maintained by the **Department**.

IV. COSTS AND FUNDING

- A. The estimated cost of the Project is \$1,722,364. The **Municipality** has received an allocation of STBG-DA funds from the Grand Strand Area Transportation Study (GSATS) in the amount of \$998,971 (58% of Project costs), which the Department will authorize from FHWA. The **Municipality** shall provide the non-federal match, or \$723,393 (42% of Project costs). Upon execution of this Agreement, the **Municipality** shall submit a check for \$723,393 to the **Department's** Fiscal Section in accordance with the cover memo.
- B. Upon completion of the Work, the **Department** will calculate the actual costs of the Project. If actual Project costs exceed \$1,722,364, the **Department** and **Municipality** will coordinate with GSATS to identify additional Federal funds. The **Municipality** will be responsible for their share (42%) of the excess costs. If the actual costs are less than \$1,722,364, the

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Department will return the overpayment and de-obligate the corresponding share of Federal funds for re-allocation by GSATS.

- C. Reimbursement to the **Department** shall be made in one final payment within sixty days of invoicing by the **Department**. A late payment penalty and interest will be charged on any unpaid balance due in accordance with G. S. 147-86.23.
- D. In the event the **Municipality** fails for any reason to pay the **Department** in accordance with the provisions for payment herein above provided, NCGS § 136-41.3 authorizes the **Department** to withhold so much of the **Municipality's** share of funds allocated to said **Municipality** by NCGS § 136-41.1 until such time as the **Department** has received payment in full under the reimbursement terms set forth in this Agreement.

V. STANDARD PROVISIONS

A. Agreement Modifications

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a written Supplemental Agreement.

B. Assignment of Responsibilities

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

C. Agreement for Identified Parties Only

This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

D. Other Agreements

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement.

E. Authorization to Execute

The parties hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective parties to the terms contained herein.

F. DocuSign

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Department and **Municipality** acknowledge and agree that the electronic signature application DocuSign may be used, at the sole election of the **Department** or the **Municipality**, to execute this Agreement. By selecting "I Agree," "I Accept," or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, **Department** and **Municipality** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes **Department's** signature as if actually signed by **Department** in writing or **Municipality's** signature as if actually signed by **Municipality** in writing. **Department** and **Municipality** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. **Department** and **Municipality** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

G. Debarment Policy

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **Municipality** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or **Department** and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

H. Indemnification

To the extent authorized by state and federal claims statutes, the **Municipality** shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the **Department**, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns to the extent allowed by law, from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the **Department** in connection with this Agreement. The **Department** shall not be liable and shall be held harmless from any and all third-party claims that might arise on account of the **Municipality's** negligence and/or responsibilities under the terms of this agreement.

I. Availability of Funds

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

**ACCOUNTS RECEIVABLE
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J. Gift Ban

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

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1000013299**

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the DEPARTMENT and the MUNICIPALITY by authority duly given.

Town of Holden Beach

FED TAX ID NO: _____

Authorized Signer: _____

REMITTANCE ADDRESS:

Print Name: _____

Title: _____

Date Signed: _____

**If applicable, this Agreement has been pre-audited in the manner
required by the Local Government Budget and Fiscal Act:**

Finance Officer: _____

Print Name: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: CHIEF ENGINEER

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: June 8, 2022 (DATE)

Good Morning Mayor Holden,

On April 1, 2010 Sunset Slush Classic Italian Ice, which has been serving the Brunswick County area since 2003 had the privilege of becoming a part of the Holden Beach community. We have strived to bring a family fun-filled and inviting atmosphere to our beautiful beach town while serving our delicious Italian ice.

We have been approached every summer by tourists and locals alike inquiring why we do not serve on the strand. Of course we always respond letting them know that we have tried but the laws of the town prohibit vending.

With all the changes coming to Holden Beach this season, paid parking and vending food trucks, we are thinking it is a great time to ask the town to revisit our proposal to bring our carts to Holden Beach. We are entering our 19th season of vending with our carts on Ocean Isle Beach and Oak Island. We have made great relationships with our customers on all of our Brunswick County beaches and we hope our reputation speaks within itself of how we do business and support the growth and change of our beautiful area and beaches.

We would greatly appreciate your consideration in giving us the opportunity as beach servers, if not long-term then maybe consider a trial season to see if this is something the town, the locals and tourists would enjoy as a desirable addition as our family beach continues to grow.

We anxiously await your opinions and ideas moving forward!

Thank you for your time and consideration,

Drew, Devin and Susie Sellers
Sunset Slush
910-619-7724

Holden Beach Code of Ordinances

CHAPTER 112: PEDDLERS

Section

112.01	Definition
112.02	Peddling prohibited
112.03	Exemption for charitable or religious purposes
112.99	Penalty

§ 112.01 DEFINITION.

For the purpose of this chapter, **PEDDLING** shall mean the selling, bartering, or exchanging or the offering for sale of any tangible personal property, including but not limited to food and ice cream, upon or along the streets, highways, or public places of the town or from private property within or without the permission of the owner thereof, from any wagon, truck, pushcart, concession stand, or tent, or other movable receptacles of any kind.

('85 Code, § 3-8.2) (Ord. 30, passed - -)

§ 112.02 PEDDLING PROHIBITED.

Pursuant to the authority granted under G.S. §§ 160A-178 and 160A-194, as amended, the activity of peddling within the limits of the town is prohibited.

('85 Code, § 3-8.1) (Ord. 30, passed - -) Penalty, see § 112.99

§ 112.03 EXEMPTION FOR CHARITABLE OR RELIGIOUS PURPOSES.

This chapter shall not apply to any activities which may fall within the above definition which are engaged in for the support of any recognized organized religious or charitable purpose.

('85 Code, § 3-8.3) (Ord. 30, passed - -)

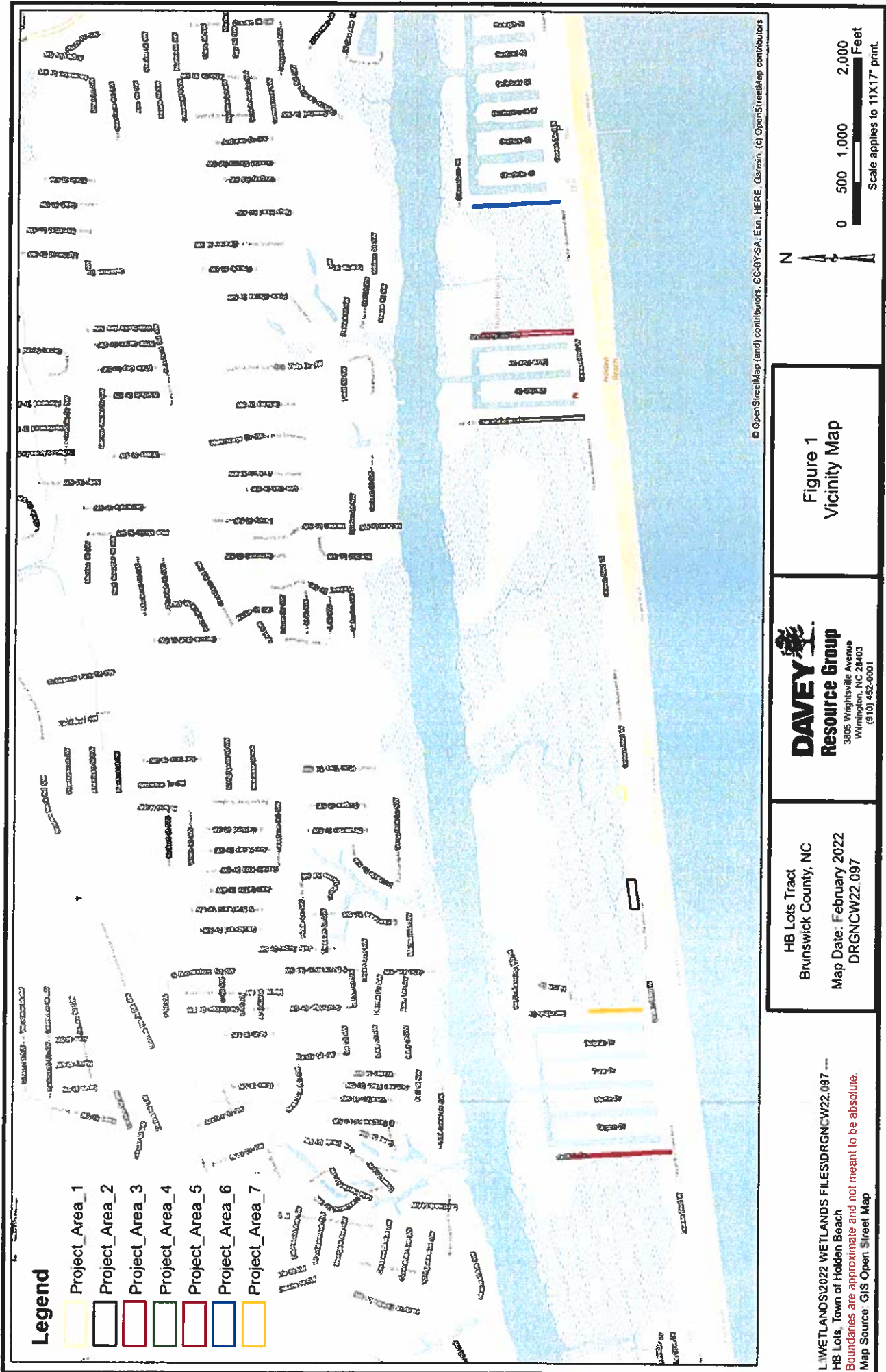
Holden Beach Code of Ordinances

§ 112.99 PENALTY.

(A) *Criminal.* Any person who violates any provision of this chapter shall be subject to a penalty as provided in § 10.99(A) of this code of ordinances.








(B) *Civil.* In accordance with § 10.99(B) of this code of ordinances, any person who violates any provision of this chapter shall be subject to a civil fine of \$50 per offense.

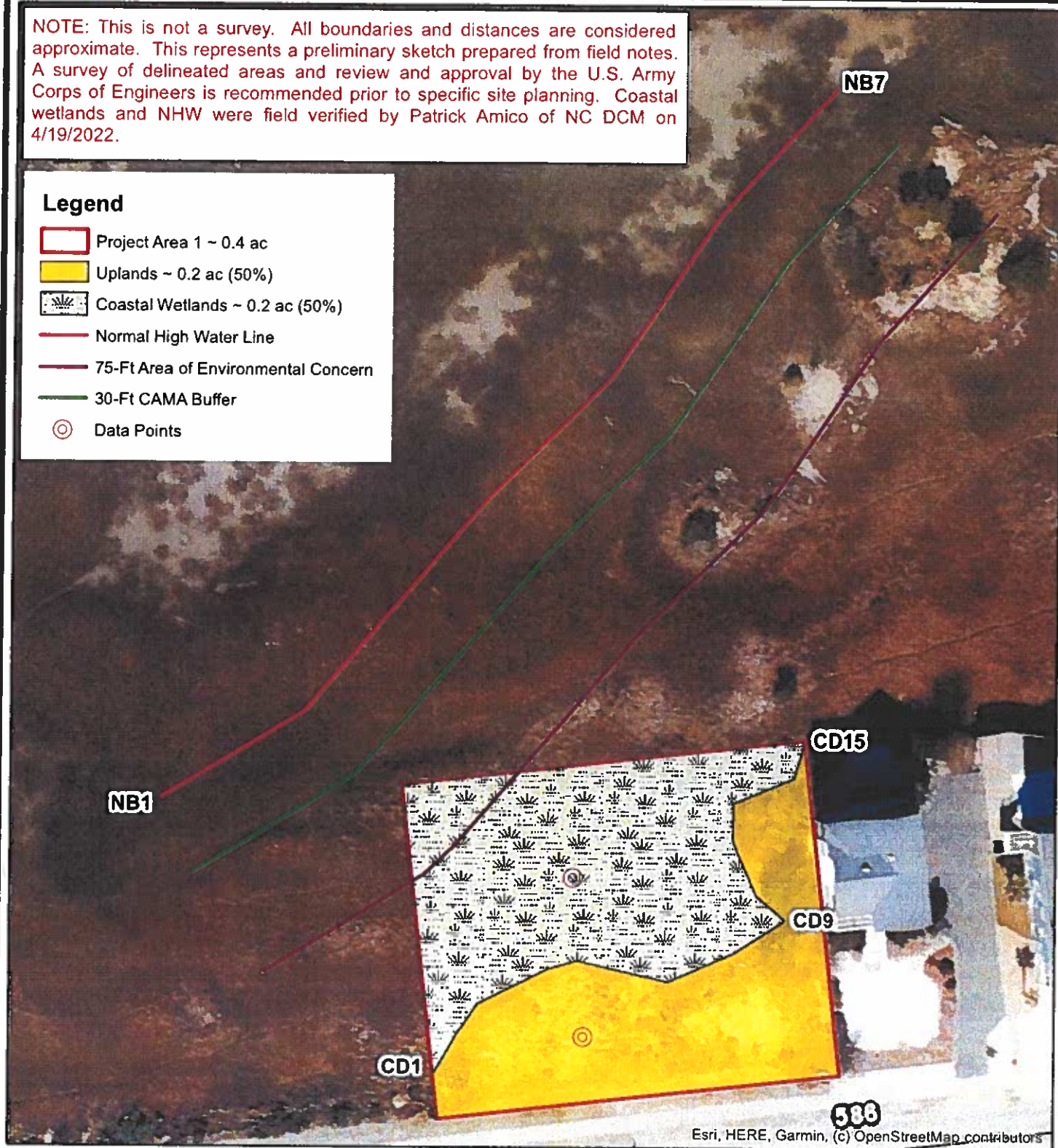
('85 Code, § 3-8.4) (Ord. 30 passed - - ; Am. Ord. 93-11, passed 9-7-93)



NOTE: This is not a survey. All boundaries and distances are considered approximate. This represents a preliminary sketch prepared from field notes. A survey of delineated areas and review and approval by the U.S. Army Corps of Engineers is recommended prior to specific site planning. Coastal wetlands and NHW were field verified by Patrick Amico of NC DCM on 4/19/2022.

Legend

-  Project Area 1 ~ 0.4 ac
-  Uplands ~ 0.2 ac (50%)
-  Coastal Wetlands ~ 0.2 ac (50%)
-  Normal High Water Line
-  75-Ft Area of Environmental Concern
-  30-Ft CAMA Buffer
-  Data Points



Esri, HERE, Garmin, (c) OpenStreetMap contributors

L:\WETLANDS\2022 WETLANDS FILES\DRGNCW22.097 ---
 HB Lots, Town of Holden Beach\Maps
 Boundaries are approximate and not meant to be absolute.
 Map Source: 2020 NC One Map



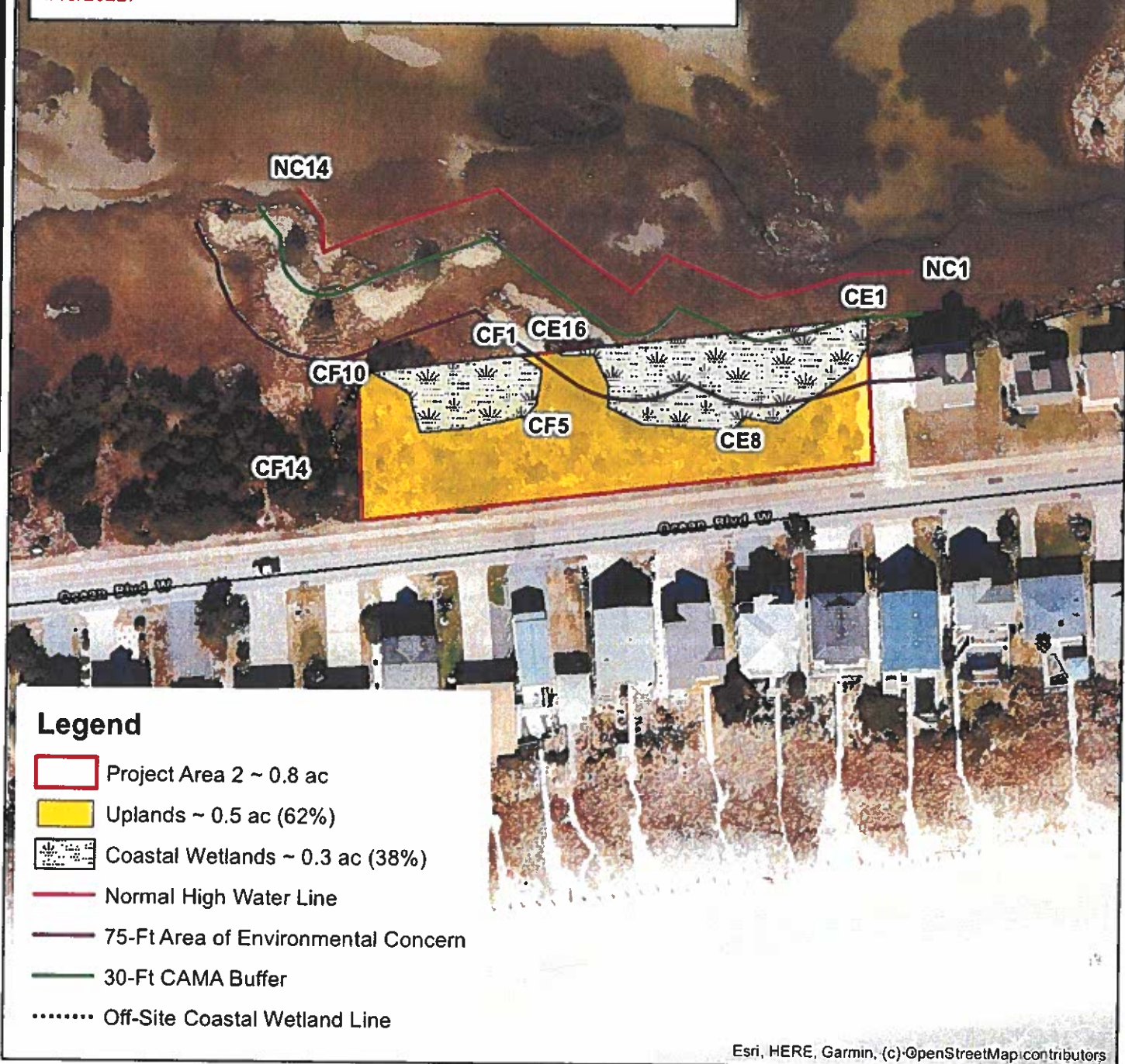
HB Lots Tract
 Project Area 1
 Brunswick County, NC

Map Date: May 2, 2022
 DRGNCW22.097

DAVEY 
Resource Group
 3805 Wrightsville Avenue
 Wilmington, NC 28403
 (910) 452-0001

**Post-DCM
 Meeting Sketch**

NOTE: This is not a survey. All boundaries and distances are considered approximate. This represents a preliminary sketch prepared from field notes. A survey of delineated areas and review and approval by the U.S. Army Corps of Engineers is recommended prior to specific site planning. Coastal wetlands and NHW were field verified by Patrick Amico of NC DCM on 4/19/2022.



L:\WETLANDS\2022 WETLANDS FILES\DRGNCW22.097 ---
 HB Lots, Town of Holden Beach\Maps
 Boundaries are approximate and not meant to be absolute.
 Map Source: 2020 NC One Map



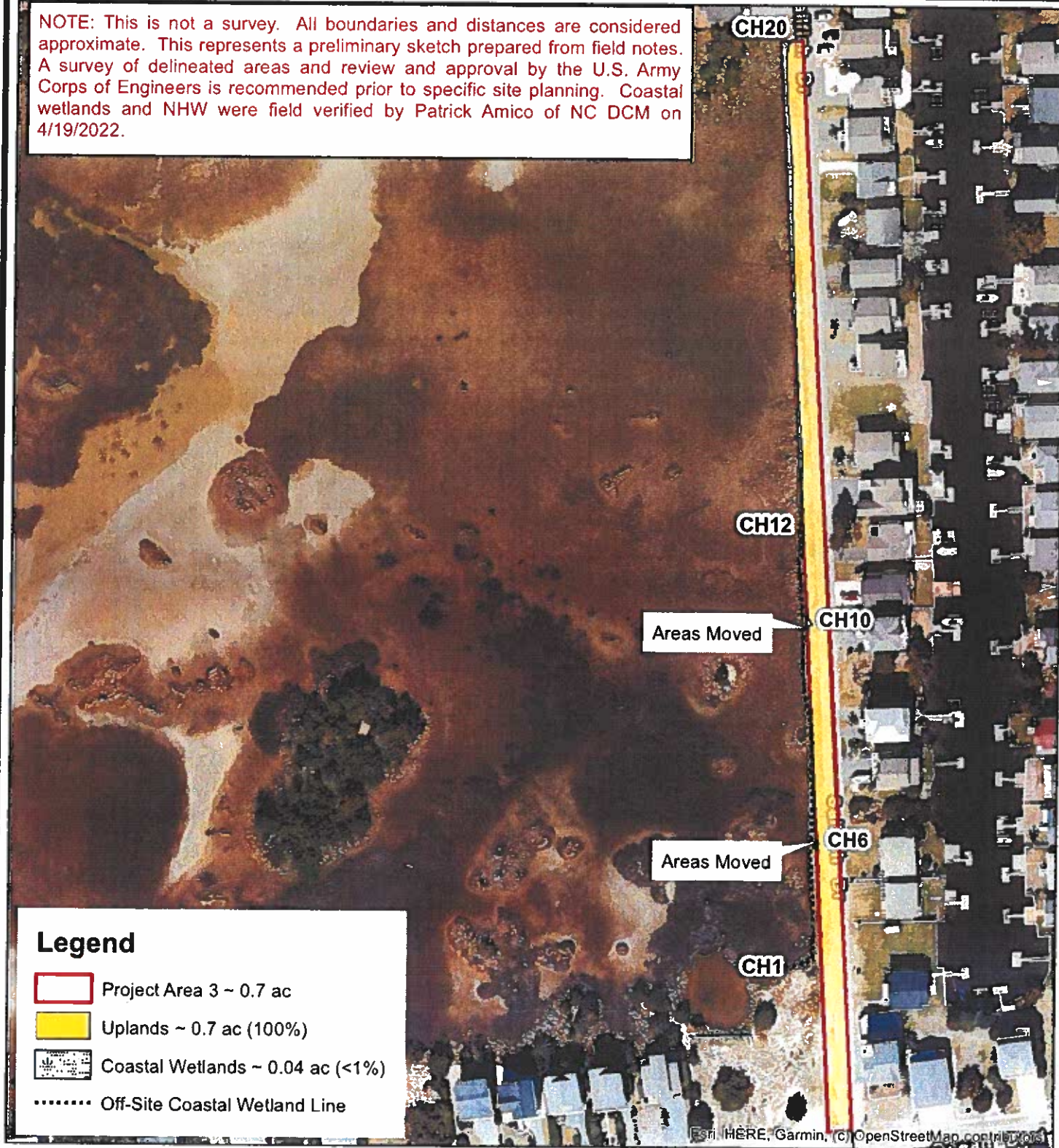
HB Lots Tract
 Project Area 2
 Brunswick County, NC

Map Date: May2, 2022
 DRGNCW22.097

DAVEY 
Resource Group
 3805 Wrightsville Avenue
 Wilmington, NC 28403
 (910) 452-0001

**Post-DCM
 Meeting
 Sketch**

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L:\WETLANDS\2022 WETLANDS FILES\DRGNCW22.097 ---

HB Lots, Town of Holden Beach\Maps

Boundaries are approximate and not meant to be absolute.

Map Source: 2020 NC One Map

HB Lots Tract
Project Area 3
Brunswick County, NC

Map Date: April 29, 2022
DRGNCW22.097

DAVEY 
Resource Group
3805 Wrightsville Avenue
Wilmington, NC 28403
(910) 452-0001

**Post-DCM
Meeting
Sketch**

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L:\WETLANDS\2022 WETLANDS FILES\DRGNCW22.097 ---
 HB Lots, Town of Holden Beach\Maps
 Boundaries are approximate and not meant to be absolute.
 Map Source: 2020 NC One Map



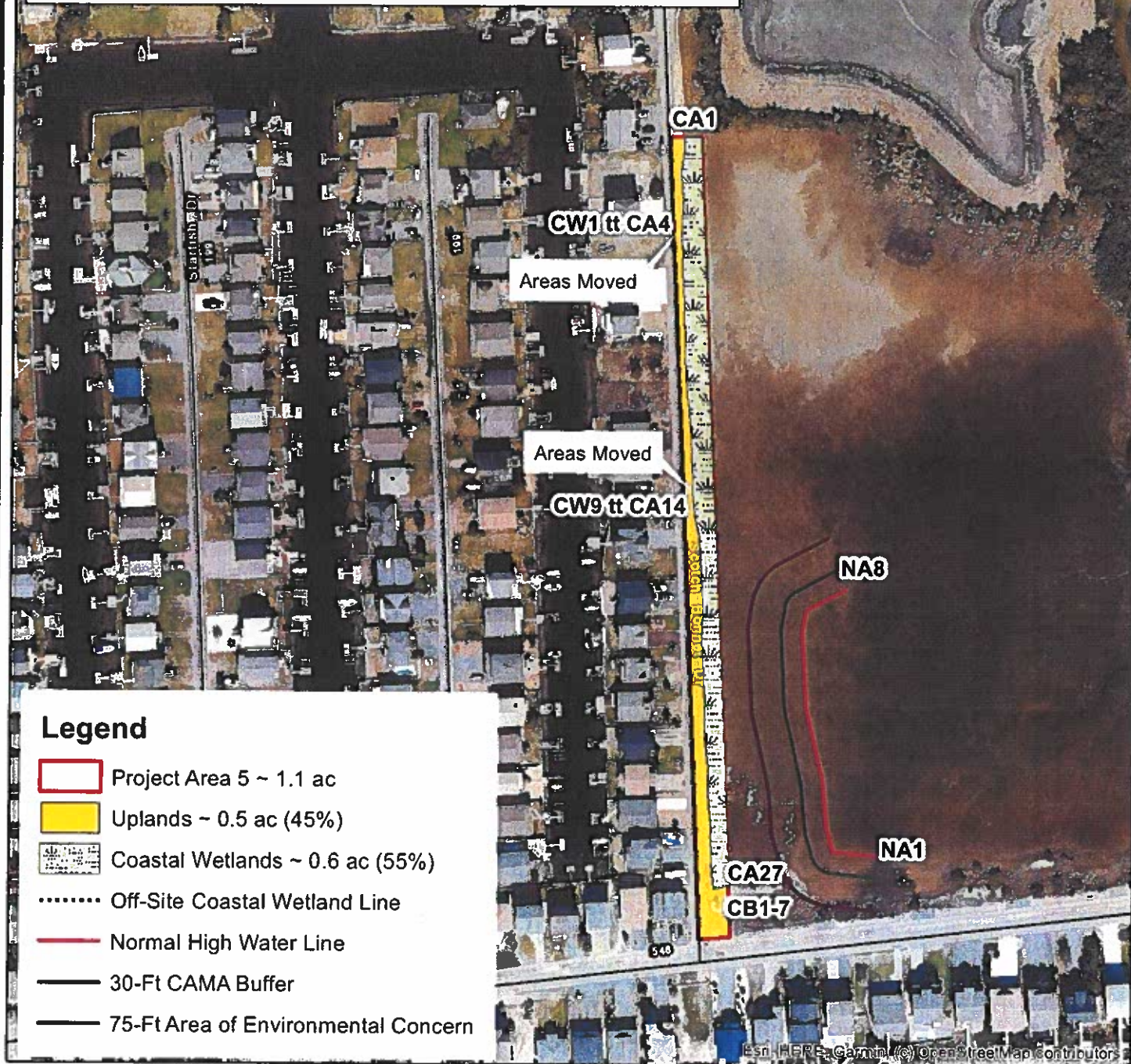
HB Lots Tract
 Project Area 4
 Brunswick County, NC

Map Date: May 2, 2022
 DRGNCW22.097

DAVEY 
Resource Group
 3805 Wrightsville Avenue
 Wilmington, NC 28403
 (910) 452-0001

**Post-DCM
 Meeting Sketch**

NOTE: This is not a survey. All boundaries and distances are considered approximate. This represents a preliminary sketch prepared from field notes. A survey of delineated areas and review and approval by the U.S. Army Corps of Engineers is recommended prior to specific site planning. Coastal wetlands and NHW were field verified by Patrick Amico of NC DCM on 4/19/2022.



L:\WETLANDS\2022 WETLANDS FILES\DRGNCW22.097 --- HB

Lots, Town of Holden Beach\Maps

Boundaries are approximate and not meant to be absolute.

Map Source: 2020 NC OneMap Aerial Photography



0 100 200 400
Feet

HB Lots Tract
Project Area 5
Brunswick County, NC

Map Date: April 29, 2022
DRGNCW22.097

DAVEY 
Resource Group
3805 Wrightsville Avenue
Wilmington, NC 28403
(910) 452-0001

**Post-DCM
Meeting
Sketch**

NOTE: This is not a survey. All boundaries and distances are considered approximate. This represents a preliminary sketch prepared from field notes. A survey of delineated areas and review and approval by the U.S. Army Corps of Engineers is recommended prior to specific site planning. Coastal wetlands and NHW were field verified by Patrick Amico of NC DCM on 4/19/2022.



L:\WETLANDS\2022 WETLANDS FILES\DRGNCW22.097 --- HB

Lots, Town of Holden Beach\Maps

Boundaries are approximate and not meant to be absolute.

Map Source: 2020 NC OneMap Aerial Photography



0 75 150 300 Feet

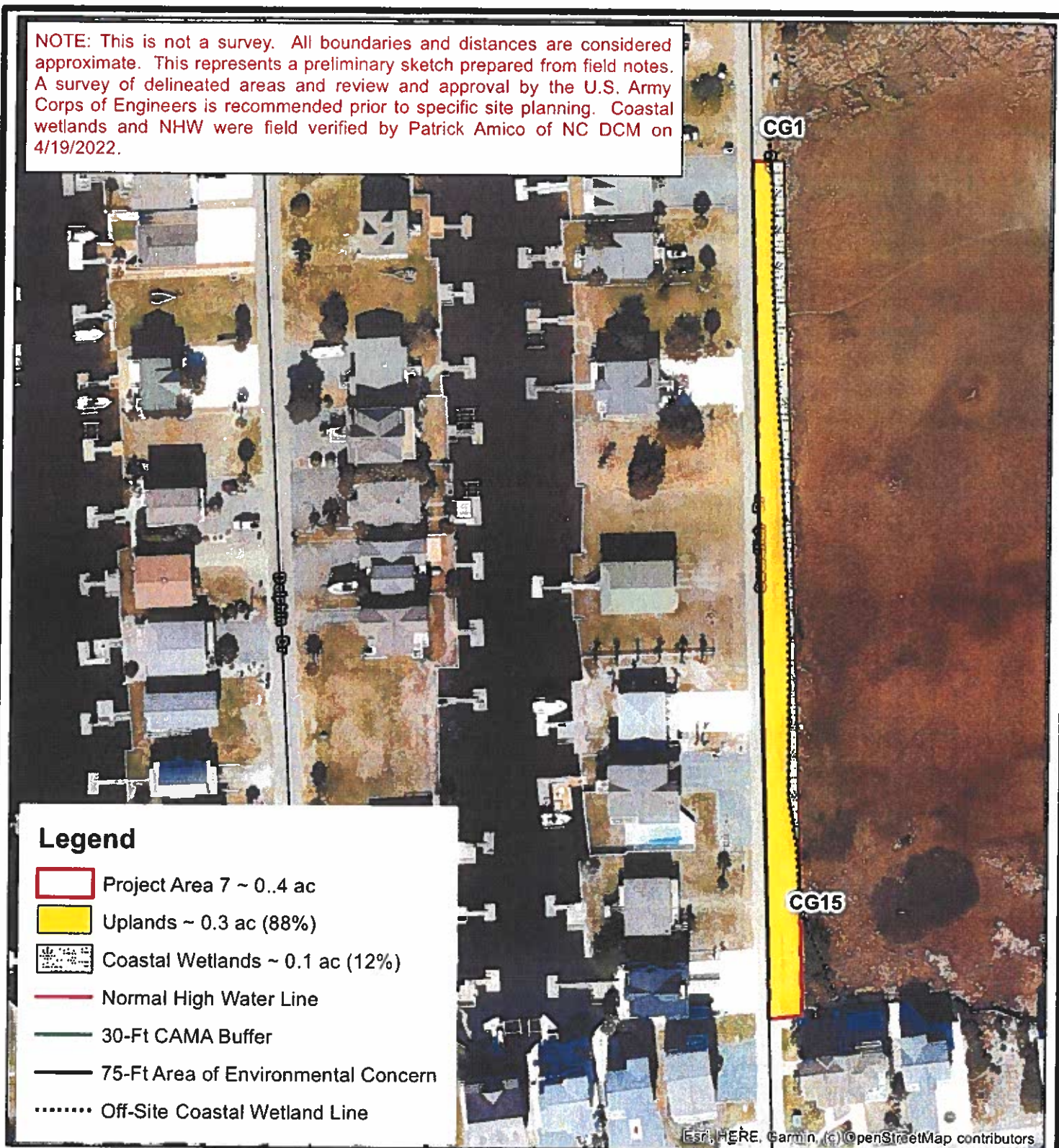
HB Lots Tract
Project Area 6
Brunswick County, NC

Map Date: May 2, 2022
DRGNCW22.097

DAVEY 
Resource Group
3805 Wrightsville Avenue
Wilmington, NC 28403
(910) 452-0001

**Post-DCM
Meeting
Sketch**

NOTE: This is not a survey. All boundaries and distances are considered approximate. This represents a preliminary sketch prepared from field notes. A survey of delineated areas and review and approval by the U.S. Army Corps of Engineers is recommended prior to specific site planning. Coastal wetlands and NHW were field verified by Patrick Amico of NC DCM on 4/19/2022.



L:\WETLANDS\2022 WETLANDS FILES\DRGNCW22.097 --- HB

Lots, Town of Holden Beach\Maps

Boundaries are approximate and not meant to be absolute.

Map Source: 2020 NC OneMap Aerial Photography



0 50 100 200 Feet

HB Lots Tract
Project Area 7
Brunswick County, NC

Map Date: May 2, 2022
DRGNCW22.097

DAVEY 
Resource Group
3805 Wrightsville Avenue
Wilmington, NC 28403
(910) 452-0001

**Post-DCM
Meeting
Sketch**

Memo To: Board

14 June 2022

RE: Parking Budget Amendment

FROM: Town Manager

The attached proposed budget amendment is necessary to comply with the Fiscal Control Act by providing for and recognizing actual paid parking revenues received and the startup expenses incurred for on and off street parking in addition to initial costs at 441 Ocean Boulevard West to date. Actual total parking revenues to date are \$166,749 with actual total parking and 441 startup expenses equaling \$37,412.

Sincerely

A handwritten signature in dark ink, appearing to read "David W. Hewett". The signature is fluid and cursive, with the first name "David" and last name "Hewett" clearly legible, and "W." as a middle initial.

David W. Hewett

Atch

Budget Amendment

TOWN OF HOLDEN BEACH**ORDINANCE NO. 22-15****AN ORDINANCE AMENDING ORDINANCE 21-13, THE REVENUES AND APPROPRIATIONS ORDINANCE FOR FISCAL YEAR 2021-2022 (AMENDMENT NO. 18)**

Be it ordained by the Mayor and Board of Commissioners of the Town of Holden Beach, North Carolina, that Ordinance No. 21-13 appropriating funds for fiscal year 2021-2022 be amended as follows:

SECTION I. PURPOSE:

Amend Budget Ordinance to account for increases in actual paid parking revenues received and associated program startup expenses to date.

SECTION II. REVENUES:

Fund	Account #	Description	Amount	Action
General	10.0393.6000	On street parking	74250	Increase
General	10.0393.6100	Off street parking	15486	Increase
BPART	50.0393.6100	Off street parking	12725	Increase
Total			102461	

SECTION III. EXPENSES

General	10.0570.6000	On street parking	74250	Increase
General	10.0570.6100	Off street parking	15486	Increase
BPART	50.710.6100	441 OBW	12725	Increase
Total			102461	

The Town Manager acting in his capacity as Budget Officer or 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 the 21st day of June, 2022.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk

Based on discussion with individuals in HB's police department

Signage.

One of the biggest push backs since paid parking was implemented is the contention there are not signs indicating what areas are prohibited, particularly where parking has been popular in the past. It has been suggested that we will have fewer violations if people are frequently informed/reminded while driving on the island looking for parking that restrictions exist and where to get more information.

No one wants to "litter" the Island with no parking signs everywhere. However, if the Town created a sign that indicated parking was only allowed in specific designated areas and placed them along Ocean Blvd East and West, it would be a way to provide immediate information to visitors and hopefully mitigate much of the unauthorized parking and the associated complaints. These signs could be more frequent near the bridge and less frequent the further you travel away from the bridge.

Example Sign.

"Parking Prohibited Except in Designated Areas"

"HB ORD Chapter 72, www.hbtownhall.com (Add QR code link to website)"



We also have many residents and guests who do not understand what a Low-Speed Vehicle is and park cars, SUVs, trucks, etc. in LSV spaces. One possible solution is to install 1 sign within

each designated LSV only location “Registered Low Speed Vehicles ONLY, No Cars, Trucks Allowed”. Another would be to amend the traffic ordinance



2 a.m. to 5 a.m. Modifications.

We have identified a concern with the 2 to 5 restrictions that has effects on the residential side streets. The intent was to allow ROW parking in residential areas during non-paid parking hours for this year. However, the ordinance can be interpreted that you can only park in the summer from 5 p.m. to 2 a.m. and then again from 5 a.m. to 9 a.m.; obviously this needs to be clarified.

To accommodate (and clarify the perceived intent of the 2 to 5 restriction), the Ordinance can be modified as follows to continue to prohibit 2 a.m. to 5 a.m. parking in the public access areas that are the main concern here.

72.02 (B) Parking shall not be authorized in any of the following locations:

- (8) From 2 a.m. to 5 a.m. in all public authorized parking areas ~~except in the wildlife boat ramp and those at or adjacent to Jordan Blvd~~ included in the table below

Parking Prohibited from 2 a.m. to 5 a.m.

<u>Location</u>	<u>Parking Zone</u>
792-788 Ocean Blvd West	H20
441 Ocean Blvd West	H28
Davis St	H39
120 Davis St	H40
Ferry St (South)	H55
Holden St	H55
Ranger St	H56
Elizabeth St	H58
220 Ocean Blvd East	H60
Bendigo St	H61
McCray St (All Zones)	H63, H69, H70
Ocean Blvd East	H64
Ave A	H66
Ave B	H67
Dunescape Dr	H68
Ave D	H71

If additional clarification for residential streets is considered necessary, signs could be placed on streets where right of way parking is being allowed outside of the defined paid parking period. If so, a suggested sign is below.



ORDINANCE 22-16
AN ORDINANCE AMENDING THE HOLDEN BEACH CODE OF ORDINANCES,
TITLE VII: TRAFFIC CODE

BE IT ORDAINED BY the Mayor and Board of Commissioners of the Town of Holden Beach, North Carolina, that Title VII: Traffic Code be amended as follows.

Section One: Amend Chapter 72 as follows:

Section

- [72.01](#) Definitions
- [72.02](#) Parking prohibited on public streets and rights-of-way
- [72.03](#) Parking authorized by permit only
- [72.04](#) Tow-away zones
- [72.99](#) Penalty

§ 72.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CONSTRUCTION OR MAINTENANCE VEHICLE. Any vehicle, as defined herein, that is being used for any legitimate service to a private or public facility or residence. Private contractors' vehicles, delivery vehicles, animal assistance organization vehicles (excluding spectators) and any other vehicle with pre-authorization from the town or police, on a case-by-case basis, shall be considered construction or maintenance vehicles.

DAWN. A time one-half hour before sunrise.

DRIVEWAY. An area of the public right-of-way intended for ingress and egress to private residences and the parking thereof, or an area of the public right-of-way allowing ingress and egress to businesses and commercial properties open to public vehicular traffic.

DUSK. A time one-half hour after sunset.

FIRE LANE and/or EMERGENCY VEHICLE ACCESS. Any area marked with signage and/or other markings indicating the area is restricted to emergency vehicle parking and/or access only.

FULL-SIZE VEHICLE. Any registered vehicle as defined in this Chapter excluding those vehicles defined as low-speed vehicles herein.

HANDICAPPED AND/OR DISABLED VETERAN. Individuals with disabilities as determined by a medical practitioner in accordance with the Americans with Disability Act and all current federal guidelines and State laws.

HANDICAPPED PARKING SPACE. A parking space designated by signage for the exclusive use of individuals with disabilities as defined above. N.C.G.S. 20-36(e)(1) authorized vehicles displaying disabled veteran registration plates to utilize these spaces without a handicap placard.

LOADING ZONE. A specific area designated by signage for temporary parking to load or unload passengers and/or equipment.

LOW SPEED VEHICLE. A registered motor conveyance as defined in G.S. § 20-4.01(27)(g), a four-wheeled electric vehicle whose top speed is greater than 20 miles per hour but less than 25 miles per hour.

PARK or PARKING. The act of leaving any vehicle standing, whether attended or unattended, in a stationary position for any amount of time, except when in obedience to traffic control devices when in the normal flow of vehicular traffic.

PEDESTRIAN CROSSWALK. Any area marked with signage and/or other markings designed to safely allow pedestrian foot traffic to cross the roadway.

PARKING PERMIT. An instrument, either physical or digital, authorizing the holder to park and/or occupy a designated parking area.

PUBLIC RIGHT-OF-WAY. A strip of land acquired for or dedicated to public transportation purposes over which is constructed a street or highway, and which includes areas adjacent thereto which may be used for, without limitations, sidewalks, planting strips, traffic circles, utilities, and/or medians.

STREET or HIGHWAY. G.S. § 20-4.01(13) and (46) define a street and/or highway as the entire width between property or right-of-way lines of every way or place of whatever nature, when any part thereof is open to the use of the public as a matter of right for the purposes of vehicular traffic. The terms *highway* and *street*, and their cognates, are synonymous.

STREET INTERSECTION. The physical location in which two streets connect. A measurement from this location shall be from the right-of-way connection point of the streets closest to the adjacent private property line.

TRAILER. Any trailer required to be registered in accordance with North Carolina General Statutes shall be considered a vehicle as defined herein. Whether attached or not to a towing vehicle, for the purposes of parking, trailers shall be considered a separate vehicle.

VEHICLE. Any registered motor conveyance as defined in G.S. § 20-4.01, including but not limited to: passenger motor vehicles, commercial motor vehicles, recreational vehicles, electric vehicles, low speed vehicles, motorcycles, utility vehicles and mopeds.

§ 72.02 PARKING PROHIBITED ON PUBLIC STREETS AND RIGHTS-OF-WAY.

- (A) Parking shall be prohibited at all times within the corporate limits of the Town on all public streets, rights-of-way, and on Town owned property unless specifically authorized in this Chapter.
- (B) Parking shall not be authorized in any of the following locations:
- (1) Street intersections or adjacent right-of-way, within 40 feet.
 - (2) Any portion of the roadway, pavement or travel lane.
 - (3) Pedestrian crosswalks, sidewalks, or pedestrian access ways.
 - (4) Blocking access to driveways or mailboxes.
 - (5) Facing opposing traffic.
 - (6) Blocking or adjacent to fire hydrants and emergency beach accessways, within 15 feet, and blocking or within fire lanes.
 - (7) Designated handicapped or disabled veteran space without placard or registration plate.
 - (8) From 2 a.m. to 5 a.m. in all public authorized parking areas ~~except in the wildlife boat ramp and those at or adjacent to Jordan Blvd.~~ included in the table below.

Parking Prohibited from 2 a.m. to 5 a.m.

<u>Location</u>	<u>Parking Zone</u>
<u>792-788 Ocean Blvd West</u>	<u>H20</u>
<u>441 Ocean Blvd West</u>	<u>H28</u>
<u>Davis St</u>	<u>H39</u>
<u>120 Davis St</u>	<u>H40</u>
<u>Ferry St (South)</u>	<u>H55</u>
<u>Holden St</u>	<u>H55</u>
<u>Ranger St</u>	<u>H56</u>
<u>Elizabeth St</u>	<u>H58</u>
<u>220 Ocean Blvd East</u>	<u>H60</u>
<u>Bendigo St</u>	<u>H61</u>
<u>McCray St (All Zones)</u>	<u>H63, H69, H70</u>
<u>Ocean Blvd East</u>	<u>H64</u>
<u>Ave A</u>	<u>H66</u>
<u>Ave B</u>	<u>H67</u>
<u>Dunescape Dr</u>	<u>H68</u>
<u>Ave D</u>	<u>H71</u>

- (C) When an authorized or permitted parking area's access is conspicuously and obviously restricted or blocked by signs, barricades, barrier tape or any other traffic control device(s), parking shall be prohibited for the duration of the time that area remains blocked.
- (D) Exceptions.
- (1) The prohibitions in subsection 72.02(A) (B) or (C) shall not apply to the temporary parking of any of the following:
 - (a) Emergency or government vehicles.
 - (b) Public and private utility vehicles.
 - (c) Private vehicles, when being used during the provision of an emergency.
 - (d) Private vehicles, when being used for any other bona fide governmental purpose.
 - (2) The prohibitions in subsection 72.02(A) shall not apply to the temporary parking of any of the following:

Private contractor or maintenance service vehicles while performing legitimate services at a specific location receiving services, except:

 - (a) No vehicle may be left parked overnight (from dusk to dawn); and
 - (b) All vehicles must be as far off the public street rights-of-way as possible; and
 - (c) No vehicle may be left parked on any portion of any roadway; and
 - (d) No vehicle may be parked on any portion of the sidewalk.
 - (3) The prohibitions in subsection 72.02(A) shall not apply to the temporary parking of any of the following, but shall still require a valid Parking Permit as defined in this Chapter:

Parking shall be permitted in the rights of way for customers of businesses immediately adjacent to such location, except:

 - (a) Shall not be within 25 feet of any intersection in any direction; and
 - (b) Shall not be on any portion of the sidewalk; and
 - (c) Shall not impede the flow of traffic.
 - (4) Parking is authorized without a permit in Bridgeview Park for direct use of the park and its facilities only. This applies to the parking area(s) immediately adjacent to and on the same side of the street as the park on Davis St, Rothschild St, and Brunswick Avenue West.
 - (5) Parking is authorized without a permit at the Holden Beach Town Hall when conducting official business in the Town Hall. This applies to the parking area(s)

immediately adjacent to and on the same side of the street as the Town Hall on Davis St, Rothschild St, and Brunswick Avenue West.

- (6) Parking is authorized without a permit at the Holden Beach Pavilion located on Jordan Boulevard when actively participating in Town sponsored recreation programs and rentals. This applies to the parking area(s) immediately adjacent to the Pavilion.
- (7) Parking is authorized without a permit at the Halstead Park for direct use of the park and its facilities only. This applies to the parking area on the lot located at 125 South Shore Drive only.
- (8) Parking is authorized without a permit at Sailfish Dr. Park for direct use of the park and its facilities only. This applies to the parking area(s) immediately adjacent to and on the same side of the street as the park on Sailfish Dr. only.
- (9) Parking is authorized without a permit at Sand Dollar Dr. Park for direct use of the park and its facilities only. This applies to the parking area(s) immediately adjacent to and on the same side of the street as the park on Sand Dollar Dr. only.
- (10) Parking is authorized without a permit in any designated handicap space in accordance with the definition(s) in 72.01, when said vehicle displays a valid placard or registration plate.
- (11) Parking is authorized without a permit on street rights-of-way in accordance with the following:
 - (a) In accordance with all of the provisions of 72.02(B) and (C), and
 - (b) Only between 5 p.m. and 9 a.m., April 1st through October 31st, and
 - (c) Anytime between November 1st and March 31st, and
 - (d) On all streets except Ocean Blvd West and Ocean Blvd East between Jordan Blvd and the intersection with McCray St.

§ 72.03 PARKING AUTHORIZED BY PERMIT ONLY.

- (A) No person shall park a vehicle in any designated parking area or location without first obtaining a valid parking permit in accordance with the following, unless a specific exemption exists in 72.02:
 - (1) Parking permits will be required from April 1st through October 31st between the hours of 9 a.m. and 5 p.m. each day.
 - (2) Separate rates will be available for hourly, daily, weekly, and annual permits.
 - (a) Hourly Permits. Per hour rate, up to four (4) hours.
 - (b) Daily Permits. Per day rate, valid for the date of purchase only.

- (c) Weekly Permits. Per week rate, valid for seven consecutive days including the date of purchase.
- (d) Annual Permits. Annual rate covers one or two vehicles. Valid for the calendar year of purchase only
- (3) All rates associated with parking permits are listed in the Fee Schedule adopted by the Board of Commissioners, which shall be available at the office of the Town Clerk.
- (4) Permits are valid only for the specific vehicle assigned during initial purchase and are non-refundable.
- (5) Hourly, Daily and Weekly permits are non-transferable.
- (6) Transferring of an annual permit is authorized only under the following circumstances:
 - (a) When the assigned vehicle is sold; and
 - (b) Only once per calendar year; and
 - (c) Only to the original purchaser; and
 - (d) Proof of sale documentation shall be required.
- (B) Signage.
 - (1) Proper signage may be installed and maintained by the Town or its authorized agent to:
 - a. Designate authorized parking areas in accordance with the table in 72.03(E).
 - b. Designate parking for low-speed vehicles in accordance with table 72.03(E).
 - c. Designate loading/unloading zones and stop locations for mass transit vehicles.
 - d. Designate handicap parking spaces.
 - e. Indicate no parking areas.
 - f. Provide the manner of obtaining a Parking Permit:
 - i. at each designated parking area; and
 - ii. Including the required hours.
 - (2) Signage will only be placed in accordance with the provisions of this Chapter.
- (C) No person may park or cause to be parked, any full-size vehicle in any space designated for low-speed vehicle parking.
- (D) Parking is authorized without a Permit outside the specified hours in 72.03(A)(1), but only in designated authorized parking areas pursuant to this Chapter unless otherwise exempted in 72.02(D).

- (E) The following table includes the specific locations in which parking is authorized.
Parking in these areas shall be in accordance with all the provisions of this Chapter.

{ Insert Completed Table Here }

§ 72.04 TOW-AWAY ZONES.

Vehicles may be towed at the discretion of any law enforcement officer in accordance with all current North Carolina General Statutes.

§ 72.99 PENALTY.

(A) Criminal. In accordance with NCGS 14-4(b), SL 2021-138 (effective December 1, 2021), violation of a parking ordinance is an infraction and may carry a maximum fine of fifty (\$50.00) dollars.

(B) Civil. In accordance with § 10.99(B), Any person who violates any provision of this traffic code shall be subject to a civil fine of \$50 per offense, unless a different amount is specifically stated herein.

(C) When a civil fine is assessed in accordance with 72.99(B) above, and the violation is for parking in a lawful parking area, and the fine is paid by mid-night of the same date it was assessed, it shall be \$25 per offense, for the first 3 offenses per vehicle, per calendar year. All subsequent violations shall be \$50 per offense unless a higher amount is required in this Chapter. This subsection, 72.99(C), shall not apply to violations of 72.02(B)(6) or (7).

(D) Civil. In accordance with § 10.99(B), Any person who violates § 72.02(B)(6) or (7) of this traffic code shall be subject to a civil fine of \$250 per offense.

(E) A late fee in the amount of \$25 shall be assessed when all fines levied by 72.99(B) or (C) of this section are not paid in full within 30 days of the issuance of a citation for a violation.

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.

Section Three: This ordinance shall be effective the 22nd day of June, 2022.

This the 21st day of June, 2022.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk



Date: June 7, 2022

To: Commissioners and Mayor Holden

From: Heather Finnell, Town Clerk HF

Re: Board Vacancies

There are terms expiring on Town boards in July. I recommend the Board hold interviews on Tuesday, July 19th at 4:45 p.m. for people interested in filling vacant terms. Attached are the lists with current members and their terms.

Attachment 1 – Board Terms

Attachment 1

PLANNING AND ZONING		TERM EXPIRES	TERM
Vicki Myers	Appointed to Ralph Martin's Alternate Position on 8/12/14 Appointed to John Legge's Regular Position 07/14/15 Reappointed to Regular Position 7/19/16 Reappointed to Regular Position 7/16/19	7/1/2022	2nd
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	7/1/2024	1st
Wade Coleman	Appointed to Mark Fleischhauer's Regular Position 07/20/21 Reappointed to Regular Position 07/10/18	7/1/2024	1st
Sylvia Pate	Appointed to Tracey Thomas' Regular Position 7/20/21 Reappointed Regular Member 7/10/18	7/1/2024	1st
Greg Shue	Tiffany Hobb's Vacant Alternate Position 8/16/2016 Appointed to Tiffany Hobb's Regular Position 7/18/17 Reappointed 07/21/20	7/2/2023	2nd
Mark Francis	Appointed to Stu Atwell's Alternate Position 07/20/21	7/1/2022	
John Cain	Appointed to Pete Pallas' Alternate Position 7/20/21	7/1/2022	

BOARD OF ADJUSTMENT APPOINTMENT & EXPIRATION DATES

NAME	SUMMARY	TERM EXPIRES	Term
Richard Griffin	Appointed to Stephen Veenker's Regular Position 7/16/19	Jul-22	1st
Jack Lohman	Appointed to Dennis Harrington's Alternate Position 07/18/17 Reappointed Alternate Position 07/21/20 Appointed to John Kilian's vacant Regular position.	Jul-24	2nd
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	Jul-23	1st
MaryLou Lahren	Appointed to Cheryl Dellinger's vacant Alternate Position 10/15/19 Appointed to Ben Baker's Regular Position July 21, 2020	Jul-23	1st
Phil Caldwell	Appointed to Anne Arnold's vacant Alternate Position 10/15/19 Appointed to Larry Blume's Vacant Postion July 21, 2020	Jul-23	1st
Aldo Rovito	Appointed to Jack Lohman's vacant Alternate Position 7/20/21	Jul-23	1st
Richard Roberts	Appointed to MaryLou's Alternate Position 7/20/2021	23-Jul	1st
Vacant	Phil Caldwell's Vacant Position	23-Jul	

Parks & Recreation Advisory Board		Term	Term Expires
Grace Bannerman	Appointment to Becky Willis' Position 07/20/21	1st	2023
Melanie Champion	Appointed to Karen Fleischhauer's Vacant Position 06/20/21	1st	2023
Suzannah Tucker	Appointed to John Legge's Position 07/10/18 Reappointed 07/20/21	2nd	2024
John McEntire	Appointed 07/18/17 Reappointed 07/21/20	2nd	2023
Mike Pearson	Appointed to Dolly Mitchell's Position 07/20/21	1st	2023
Olivia Gomez	Appointed to Melanie Champion's Vacant Position 7/18/17 Reappointed 7/16/19	2nd	2022
Candace Vick	Appointed to Nick Payne's Position February 19, 2019 Reappointed 07/21/20	1st	2023



Date: June 10, 2022
To: Commissioners and Mayor Holden
From: David W. Hewett, Town Manager
Re: Staff Bonus

At the May 20th Board of Commissioners' meeting, the Board provided guidance on staff compensation for the upcoming budget. That guidance included a proposed bonus in the amount of \$750 to be issued before the end of the current fiscal year.

If the Board would like to move forward with the bonus, the suggested motion is approval of staff bonus in the amount of \$750 per person to be issued this fiscal year to all current fulltime employees in good standing with the Town.



Date: June 10, 2022

To: Commissioners and Mayor Holden

From: Heather Finnell, Town Clerk HF

Re: Section 2. Administration and Maintenance of the Personnel Policy, Salary Ranges

At the May 20th Board of Commissioners' meeting, the Board agreed to use the social security Cost-of-Living Adjustment (COLA) to update the salary ranges this year. The adjusted salary ranges are attached for Board action (Attachment 1). The existing salary ranges are also attached (Attachment 2).

The Board also agreed that from a policy standpoint regarding salary increases, staff would bring something back to the Board. Attached is the recommended amendment to Section 2. Administration and Maintenance of the Personnel Policy (Attachment 3). After researching an automatic annual adjustment as discussed, staff believes the salary ranges should only be automatically adjusted in the years that a COLA is approved for existing staff. There are issues that arise if the salary ranges are adjusted, but staff salaries are not. The proposed change would be consistent with what many other local municipalities have in place. This would not prevent the Board from approving a change similar to this year's social security increase in the years a COLA is not approved.

If the Board would like to move forward with the changes, the suggested motion is approval of the amendment to Section 2. Administration and Maintenance of the Personnel Policy and of the adjusted salary ranges.

Attachments:

- Attachment 1 – Adjusted Salary Ranges
- Attachment 2 – Current Salary Ranges
- Attachment 3 – Proposed Policy Change

Attachment 1

GRADE	CLASSIFICATION	FLSA STATUS	2022 HIRING RATE	2022 MAXIMUM
8			29735	44602
9	Customer Services Representative Police Department Admin Assistant		31221	46832
10	Permit Specialist		32782	49174
11	Public Services Technician		34422	51633
12			36143	54214
13	Senior Public Services Technician Utility Billing Specialist		37949	56924
14	Development Services Officer Police Officer Plan Reviewer/Inspector		39847	59771
15	Public Services Crew Leader		41839	62758
16	Police Detective Police Sergeant		43930	65896
17			46127	69191
18	Public Services Supervisor		48433	72651
19	Town Clerk/Human Resources Officer Police Lieutenant	E E	50855	76283
20	Budget and Fiscal Analyst Fiscal Operations Supervisor	E E	53398	80097
21	Assistant Town Manager Codes Administrator	E	56068	84102
22			58871	88307
23	Public Services Director	E	61815	92723
24	Police Chief	E	64906	97359
25			68152	102228
26			71560	107340

E = Exempt from the Wage and Hour Provisions of the Fair Labor Standard Act (FLSA)

Attachmen 2

GRADE	CLASSIFICATION	FLSA STATUS	HIRING RATE	MAXIMUM
8			28078	42117
9	Customer Services Representative Police Department Admin Assistant		29482	44223
10	Permit Specialist		30956	46434
11	Public Services Technician		32504	48756
12			34129	51194
13	Senior Public Services Technician Utility Billing Specialist		35835	53753
14	Development Services Officer Police Officer Plan Reviewer/Inspector		37627	56441
15	Public Services Crew Leader		39508	59262
16	Police Detective Police Sergeant		41483	62225
17			43557	65336
18	Public Services Supervisor		45735	68603
19	Town Clerk/Human Resources Officer Police Lieutenant	E E	48022	72033
20	Budget and Fiscal Analyst Fiscal Operations Supervisor	E E	50423	75635
21	Assistant Town Manager Codes Administrator	E	52944	79416
22			55591	83387
23	Public Services Director	E	58371	87557
24	Police Chief	E	61290	91935
25			64355	96533
26			67573	101360

E = Exempt from the Wage and Hour Provisions of the Fair Labor Standard Act (FLSA)

Attachment 3

Section 2. Administration and Maintenance

The Town Manager, assisted by the Human Resources Officer, shall be responsible for the administration and maintenance of the pay plan. All employees covered by the pay plan shall be paid at a rate listed within the salary range established for the respective position classification, except for employees in a trainee status or employees whose existing salaries are above the established maximum rate following transition to a new pay plan.

The pay plan is intended to provide equitable compensation for all positions, reflecting differences in the duties and responsibilities, the comparable rates of pay for positions in private and public employment in the area, changes in the cost of living, the financial conditions of the Town, and other factors. To this end, each budget year Human Resources may make comparative studies of all factors affecting the level of salary ranges including the consumer price index, anticipated changes in surrounding employer plans, and other relevant factors, and recommend to the Town Manager such changes in salary ranges as appear to be pertinent. ~~Such changes shall be made in the salary ranges such that the hiring rate, minimum, midpoint, and maximum rates change according to the market subject to approval by the Town Board.~~ Salary ranges shall automatically be adjusted such that the hiring rate, minimum, midpoint and maximum rate increase by the amount of any Cost-of-Living Adjustment approved by the Board in the budget ordinance. Other adjustments to the salary ranges are subject to approval by the Town Board.

Discussion and possible action to request that the Planning and Zoning Board evaluate and propose any appropriate changes to ordinance 94.03, Frontal Dune Policy and Regulations, in particular 94.03 (C) (2) regarding walkway policies that limit walkway construction south of the frontal dune as defined in 94.03(A) with the exception of property owners with lots that have more than 300 ft from the seaward toe of the frontal dune to the last line of natural stable vegetation and also advise the Board on the suitability of moving portions of 94.03 to Chapter 157: Zoning Code.

Background

At the request of a resident I have looked at the 1100 block dunes where the concern was raised about walkway restrictions keeping some homeowners from easily accessing the strand across multiple dunes (although it is less than 300 ft as stipulated in the current ordinance 94.03, the distance and secondary dune sizes are not insignificant).

I think ordinance 94.03 could benefit from a Planning and Zoning Board evaluation and possible suggestions for changes, particularly regarding walkway policies, taking into consideration what some other beach towns are doing. Feedback from P&Z at or before the October BOCM would be an appropriate timeframe.

If the Board agrees, an appropriate action would be a motion for P&Z to evaluate and as appropriate propose improvements to ordinance 94.03, with particular attention to walkway restrictions, and also advise the BOCM whether Chapter 94.03 or portions thereof should be moved to Chapter 157 at or before the October BOCM.

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§ 94.03 FRONTAL DUNE POLICIES AND REGULATIONS

(A) *Definition.* For the purpose of this section, **FRONTAL DUNES** shall mean the dunes designated by the town's local certified CAMA official as the "frontal dunes"; otherwise, they are the first mounds of sand located landward of the ocean beach with sufficient vegetation, height, and configuration to offer protection from ocean storms. Considering the fact that oceanfront property limits extend to the mean high water mark, the frontal dune may be located on private property.

(B) *Purpose of the frontal dune.* It is desirable to maintain a continuous frontal dune along the ocean-front of the island, extending from Lockwoods Folly Inlet to Shallotte Inlet. A continuous frontal dune thus maintained provides a single, ocean water surge flood control structure that serves to mitigate the effects of storms, that could by their very nature cause damage to public and private property. It is the intent of the Town that the frontal dune be maintained to standard specifications and by sand renourishment, so that the above-mentioned protection can be provided.

(C) *Frontal Dune Policy and Regulations.* The following policies and regulations apply: (Penalty for failure to adhere is \$500.00 per violation.)

(1) It shall be unlawful for any person or vehicle to cross the designated frontal dune, except for official Town business or emergency access, unless such crossing is over a Town approved ramp and/or stairs.

(2) Frontal Dune Policy and Restrictions:

(a) Whenever property owners elect to construct a walkway across the frontal dune on their property, to provide pedestrian access to the beach strand, the following specifications shall apply. (Note: the same criteria applies when property owners seek to apply for town approval of an encroachment agreement to construct a walkway over public property adjacent to their residence.)

1. The walkway shall be constructed only of building materials approved by the N.C. State Building Code. The walking passageway shall be no wider than four feet. The underside of the walkway across the frontal dune shall be a minimum of 18 inches and a maximum of 36 inches above the crest of the sand. Exception: Town owned CAMA accessways may utilize a 6- foot walkway.

2. The first step down to the beach strand shall be placed no farther seaward than the beginning of the downward slope of the dune, or the existing line of escarpment determined by averaging the downward slope or escarpment line for the property in question and those properties directly adjacent.

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3. Steps shall be of open tread construction with a maximum riser height of 8.25 inches and a minimum tread depth of 9.00 inches, and shall meet the requirements of the N.C. State Building Code.

4. In accordance with N.C. State Division of Coastal Management's enforcement of the Coastal Area Management Act (CAMA), the walkway access to the beach strand over the frontal dune shall be conclusively presumed to entail negligible alteration of the dune. The walkway shall be raised on posts or pilings a minimum of two feet and a maximum of five feet depth into the dune. In no case shall the walkway be permitted if it will, in the opinion of the Local CAMA Permit Officer, diminish the dune's capacity as a protective barrier against flooding and erosion.

5. Except for handicap ramps, steps from the walkway to the beach strand shall be placed only perpendicular to the frontal dune line.

6. No structure other than the four-foot wide wooden walkway shall be located south of the landward toe of the frontal dune. This applies to decks, gazebos, sitting areas and other additions that a property owner may desire to make to the allowed walkway. Structures (other than the four-foot walkway) that exist when this section is adopted may remain in place temporarily; however, all such structures must be removed no later than December 31, 2003, in order to be in compliance with this section. A building permit is required if there are any repairs needed to walkway load bearing surfaces, such as supporting posts. Adding additional lengths to supporting posts shall constitute a repair. Exception: Town owned CAMA accessways may utilize a 6-foot walkway. Exception: Property owners with lots that have more than 300 feet from the seaward toe of the frontal dune to the last line of natural stable vegetation, as determined by the local CAMA officer, may install a single walkway with a maximum width of four feet; the walkway shall be a minimum of three feet high with a maximum height not to exceed four feet; and shall terminate at the last line of natural stable vegetation. Walkways shall be permitted and built in accordance with all federal, state and local building requirements.

(b) Showers shall not be located on walkways over the dune south of its landward toe. Shower runoff must not drain onto any portion of the frontal dune or south of the landward toe.

(c) In those instances where a residence or other structure is located directly adjacent to the frontal dune, stormwater runoff from roofs shall be controlled by the property owner so as not to erode sand on any portion of the frontal dune.

(d) Sand fences:

1. The installation of sand fence along the oceanfront,
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when properly located and erected, is an effective method to control blowing sand which may lead to the formation of dunes. However, when improperly located and erected, sand fencing may interfere with emergency beach access, cause accumulation of debris, and discourage sea turtle nesting.

2. Sand fencing is defined as a fence normally constructed of untreated and unpainted wood held together with twisted wire, with the fence being nailed to a minimum of 1.5 inch by 3.5 inch (2x4) posts that are spaced at intervals not less than five feet and are embedded no more than two feet into the sand, and extending no higher than four feet above grade.

3. No sand fence shall be erected without a no-cost sand fence permit issued by the Town Inspections Department. The permit may be requested and returned by mail following completion.

4. All sand fencing shall be installed in individual lengths of ten feet or less, at an angle between 45 and 90 degrees to the shoreline, facing west. The lengths of sand fence will be spaced at least seven feet apart, parallel to each other, to allow sea turtles and pedestrians to pass through. This method of sand fencing encourages sand accretion and minimizes negative impacts to nesting sea turtles.

5. The Building Inspector shall have the authority to summarily remove, abate, or remedy a sand fence determined dangerous or prejudicial to the public safety whether by reason of its location, or its subsequent state of disrepair or damage. Any fence so removed will be delivered to its owner if known, and if not, will be disposed of by the Public Works Department in an appropriate manner.

(e) Property owners are encouraged to vegetate and fertilize the portion of the frontal dune on their property.

(f) An exception to this policy is that ocean front property owners or their agents may traverse on (or over) the specific portion of the frontal dune within the limits of their property (above the mean high water mark), so as to make minor dune repairs, plant vegetation, install sand fencing and otherwise maintain the frontal dune on their property so that it may afford the intended degree of flood protection per this section.

(Ord. 98-04, passed 4-27-98; Am. Ord. 99-04, passed 3-8-99; Am. Ord. passed 3-27-00; Am. Ord. 00-25, passed 12-11-00; Am. Ord. 02-08, passed 5-27-02; Am. Ord. 03-09, passed 11-24-03; Am. Ord. 17-04, passed 3-21-17; Am. Ord. 17-05, passed 4-18-17)