

Anita Dinger
Mayor

Carolyn Stanley
Mayor Pro-Tem

Greg Hines
Councilmember

Rena Bragg
Councilmember

Pamala Hall
Councilmember

Kelly Collins
Councilmember

Town of Holly Ridge

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Holly Ridge, North Carolina 28445

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Heather Reynolds, CMC
Interim Town Manager

Tracy Martin
Deputy Town Clerk

**HOLLY RIDGE TOWN COUNCIL
REGULAR MONTHLY MEETING AGENDA
November 12th, 2019
All Items Are For Discussion and Possible Action
7:00 p.m.**

1. **Call to Order**
2. **Invocation and Pledge of Allegiance**
3. **Approval of Agenda**
4. **Persons Wishing to Address the Town Council**
5. **Public Hearings**
6. **Town Manager Report**
7. **Consent Agenda: (Any item may be removed for separate discussion or scheduled at the next regular meeting)**
 - A. **Approval of the Following Minutes**
 - **October 8th, 2019 Regular Monthly Meeting**
 - **October 8th, 2019 Closed Session**
 - B. **Department Head Reports**
 - **Finance Department**
 - **Fire Department**
 - **Police Department**
 - **Planning & Zoning Inspections Report**
 - C. **Committee Reports**
 - **Planning Board**
 - **Board of Adjustment**
 - **ONWASA**
 - **Land Use Steering Committee**
 - D. **Request to approve Tax Refunds**
8. **Old Business**
 - A. **Discussion of the Placement of the Electronic Sign**
Recommendation: For discussion and possible action.

- B. **Discussion and Possible Adoption of the Holly Ridge Volunteer Fire Department Contract**
Recommendation: Action to authorize the Manager to Enter into a Contract with Holly Ridge Volunteer Fire Department for Fire, Rescue, and EMS Services for the Town of Holly Ridge.
- C. **Discussion and Possible Adoption of the Turkey Creek Volunteer Fire Department Contract**
Recommendation: Action to Authorize the Manager to Enter into a Contract with Turkey Creek Volunteer Fire Department for Fire Services for the current and future Satellite Annexed Areas of the Town outside of the five mile radius of the Holly Ridge Volunteer Fire Department.

9. **New Business**

- A. **Discussion and Possible Adoption of Budget Amendment 2019 - 2020.2**
Recommendation: Action to approve budget amendment 2019 – 2020.2 in the amount \$118,968.11 to cover the street paving projects completed on Holly Street and S. Hines Street.

10. **Persons Wishing to Address the Town Council**

11. **Town Council Comments**

12. **Announcements:**

- Tuesday, November 19th, 2019 Planning Board Meeting-beginning at 6:30 p.m. in the Council Chambers
- Wednesday, November 20th, 2019 Greater Topsail Area Chamber of Commerce Meeting – beginning at 8:30 a.m.
- Friday, November 22nd, 2019 Annual Tree Lighting at the Holly Ridge Volunteer Fire Department beginning at 6:00 p.m.
- Tuesday, November 26th 2019 Board of Adjustment Meeting-beginning at 6:30 p.m. in the Council Chambers
- Thursday, November 28th, and Friday, November 29th, Town Hall Closed in Observance of Thanksgiving
- Thursday, December 5th, 2019 Greater Topsail Area Chamber of Commerce Christmas Party beginning at 5:00 p.m. until 7:00 p.m. at Nineteen Restaurant in Hampstead (Olde Point)
- Saturday, December 7th, 2019 Children’s Christmas Party – beginning at 10:00 a.m. until 1:00 p.m.
- Saturday, December 14th, 2019 Greater Topsail Area Flotilla – beginning at 5:00 p.m. at the Soundside Park in Surf City.

13. **Closed Session**

- A. **Discussion of Contracts per N.C.G.S. 143-318.11 (a) (5)**

14. **Adjournment**

Holly Ridge
Statement of Revenue and Expenditures

Revenue Account Range: First to Last Include Non-Anticipated: Yes Year To Date As Of: 11/08/19
 Expend Account Range: First to Last Include Non-Budget: No Current Period: 07/01/19 to 10/31/19
 Print Zero YTD Activity: No Prior Year: 07/01/18 to 10/31/18

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
10-301-00-0	Property Taxes (Prior Year)	9,063.90	66,123.00	1,126.37	1,126.37	0.00	64,996.63-	2
10-301-91-0	Property Taxes (Current Year)	308,089.78	1,256,337.00	30,671.86	30,671.86	0.00	1,225,665.14-	2
10-301-91-1	Dmv Taxes	32,615.08	94,263.75	8,985.62	8,985.62	0.00	85,278.13-	10
10-302-00-0	FEMA Public Assistance	0.00	0.00	239,398.09	239,398.09	0.00	239,398.09	0
10-317-00-0	Interest On Taxes	1,948.20	10,000.00	112.17	112.17	0.00	9,887.83-	1
10-325-00-0	Privilege Licenses	0.00	50.00	7,792.81	7,792.81	0.00	7,742.81	***
10-329-00-0	Interest Income	677.13	1,500.00	387.65	387.65	0.00	1,112.35-	26
10-330-00-0	Parks And Recreation	873.00	800.00	42.00	42.00	0.00	758.00-	5
10-330-01-0	Special Event	125.00	2,000.00	100.00	100.00	0.00	1,900.00-	5
10-331-00-0	Liberty Fountain	101.00	250.00	10.00	10.00	0.00	240.00-	4
10-335-00-0	Miscellaneous Income	1,664.26	5,000.00	36,961.49	36,961.49	0.00	31,961.49	739
10-335-01-0	ONWASA Satellite Office	11,666.64	35,000.00	8,750.01	8,750.01	0.00	26,249.99-	25
10-337-00-0	Utility Franchise Tax	30,816.09	123,421.89	0.00	0.00	0.00	123,421.89-	0
10-338-00-0	Cable Franchise Tax	0.00	14,074.92	0.00	0.00	0.00	14,074.92-	0
10-345-00-0	Local Option Sales Tax	224,448.61	612,267.20	60,277.19	60,277.19	0.00	551,990.01-	10
10-347-00-0	ABC Revenue	10,917.00	25,000.00	11,000.00	11,000.00	0.00	14,000.00-	44
10-349-00-0	Solid Waste Tax	223.60	1,068.74	0.00	0.00	0.00	1,068.74-	0
10-351-00-0	Court Fees	1,854.00	4,500.00	2,965.50	2,965.50	0.00	1,534.50-	66
10-352-00-0	Civil Citations	150.00	300.00	400.00	400.00	0.00	100.00	133
10-353-00-0	Homeowner Recovery	62.00	150.00	43.00	43.00	0.00	107.00-	29
10-354-00-0	Substance Tax Proceeds	275.21	800.00	513.13	513.13	0.00	286.87-	64
10-355-00-0	Zoning Permits	0.00	6,260.00	300.00	300.00	0.00	5,960.00-	5
10-355-01-0	Planning/Zoning Fees	4,930.00	10,000.00	5,850.00	5,850.00	0.00	4,150.00-	58
10-357-00-0	Building Fees	73,064.31	300,000.00	72,013.34	72,013.34	0.00	227,986.66-	24
10-359-00-0	Garbage Collection (Solid Waste Fees)	72,390.93	220,000.00	70,218.65	70,218.65	0.00	149,781.35-	32
10-361-00-0	Recycling Fees	20,719.99	60,000.00	20,580.76	20,580.76	0.00	39,419.24-	34
10-367-01-0	County/State Sales Tax Refund	0.00	6,000.00	0.00	0.00	0.00	6,000.00-	0
10-399-00-0	Fund Balance Appropriation	0.00	313,278.33	0.00	0.00	0.00	313,278.33-	0
10-400-00-0	Community Building	5,650.00	12,000.00	4,797.50	4,797.50	0.00	7,202.50-	40
10-415-01-0	Onslow County Tourism	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00-	0
10-999-99-9	CANCEL REVENUE	62,079.31	0.00	0.00	0.00	0.00	0.00	0
	Fund 10 Revenue Total	879,405.04	3,185,444.83	583,297.14	583,297.14	0.00	2,602,147.69-	11

Holly Ridge
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
10-410-00-0	Governing Board:	0.00	0.00	0.00	0.00	0.00	0.00	0
10-410-01-0	Salaries	5,813.12	16,200.00	4,359.84	4,359.84	0.00	11,840.16	27
10-410-02-0	Social Security	0.00	1,240.00	0.00	0.00	0.00	1,240.00	0
10-410-04-0	Prof. Serv. Legal	3,832.50	18,000.00	6,000.00	7,000.00	0.00	11,000.00	39
10-410-04-1	Prof Serv Audit	0.00	12,950.00	0.00	0.00	0.00	12,950.00	0
10-410-05-0	Ads/Notices	322.82	2,500.00	598.26	598.26	0.00	1,901.74	24
10-410-06-0	Codes Services	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0
10-410-07-0	Contracted Services	16,423.02	115,700.00	22,479.98	22,479.98	0.00	93,220.02	19
10-410-08-0	Donations to Other Organizations	0.00	4,000.00	3,000.00	3,000.00	0.00	1,000.00	75
10-410-09-0	Departmental Supplies	230.00	2,500.00	0.00	483.00	0.00	2,017.00	19
10-410-10-0	Dues & Subscriptions	3,519.00	5,000.00	795.74	795.74	0.00	4,204.26	16
10-410-11-0	Travel, Training, Meetings	0.00	2,500.00	0.00	0.00	0.00	2,500.00	0
10-410-12-0	Consumables	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0
10-410-13-0	Tax Refunds	0.00	2,000.00	75.19	75.19	0.00	1,924.81	4
10-410-14-0	Elections	0.00	5,200.00	0.00	0.00	0.00	5,200.00	0
10-420-00-0	ADMINISTRATION:	0.00	0.00	0.00	0.00	0.00	0.00	0
10-420-02-0	Salaries	76,964.69	162,138.79	38,321.92	38,849.92	0.00	123,288.87	24
10-420-02-1	Longevity	0.00	2,300.30	0.00	0.00	0.00	2,300.30	0
10-420-02-2	Christmas Bonus	0.00	450.00	0.00	0.00	0.00	450.00	0
10-420-05-0	Social Security	31.33	10,052.60	2,360.11	2,360.11	0.00	7,692.49	23
10-420-07-0	Retirement	3,500.47	15,915.56	2,980.83	2,980.83	0.00	12,934.73	19
10-420-08-0	401K	980.66	4,892.67	989.26	989.26	0.00	3,903.41	20
10-420-09-0	Other Fringe Benefits--Ins	5,737.98	25,890.24	3,111.84	4,149.12	0.00	21,741.12	16
10-420-10-0	Training	769.00	2,500.00	0.00	0.00	0.00	2,500.00	0
10-420-11-1	Telephone	879.51	3,000.00	1,360.29	1,360.29	0.00	1,639.71	45
10-420-14-0	Travel & Expenses	489.19	2,000.00	0.00	0.00	0.00	2,000.00	0
10-420-16-0	M/R Equipment	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0
10-420-26-0	Advertising	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0
10-420-32-0	Office Supplies	1,089.53	3,500.00	1,597.38	1,597.38	0.00	1,902.62	46
10-420-33-0	Departmental Supplies	242.94	3,850.00	791.51	791.51	0.00	3,058.49	21
10-420-53-0	Dues And Subscriptions	1,019.00	1,500.00	330.00	330.00	0.00	1,170.00	22
10-420-57-0	Miscellaneous	2,105.18	4,250.00	168.80	248.86	0.00	4,001.14	6
10-500-00-0	PD DEBT SERVICE:	0.00	0.00	0.00	0.00	0.00	0.00	0
10-500-87-0	Community Building	0.00	0.00	13.29	13.29	0.00	13.29-	0
10-510-00-0	POLICE DEPARTMENT:	0.00	0.00	0.00	0.00	0.00	0.00	0
10-510-02-0	Salaries--Police Dept	194,511.84	530,814.23	122,557.69	122,557.69	0.00	408,256.54	23
10-510-02-1	Longevity	0.00	4,576.67	0.00	0.00	0.00	4,576.67	0
10-510-02-3	Christmas Bonus	0.00	1,650.00	0.00	0.00	0.00	1,650.00	0
10-510-03-0	Psa Salary	0.00	19,560.00	0.00	0.00	0.00	19,560.00	0
10-510-04-0	Retiree Benefits	0.00	20,131.32	5,000.38	5,000.38	0.00	15,130.94	25

Holly Ridge
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
10-510-05-0	Social Security	0.00	32,910.48	9,355.16	9,355.16	0.00	23,555.32	28
10-510-07-0	Retirement	12,557.28	51,856.62	12,258.14	12,258.14	0.00	39,598.48	24
10-510-08-0	401K	13,708.45	41,476.74	9,212.54	9,212.54	0.00	32,264.20	22
10-510-09-0	Other Fringe Benefits--Ins	23,491.26	71,198.16	17,236.81	22,423.21	0.00	48,774.95	31
10-510-10-0	Training	180.20	2,023.00	111.82	111.82	0.00	1,911.18	6
10-510-11-1	Telephone	1,974.82	14,808.00	2,774.97	2,774.97	0.00	12,033.03	19
10-510-11-2	Charter/Cable	0.00	2,300.00	0.00	0.00	0.00	2,300.00	0
10-510-14-0	Travel & Expenses	356.21	2,500.00	472.94	472.94	0.00	2,027.06	19
10-510-16-0	M/R Equipment	5,220.42	8,000.00	2,134.00	2,134.00	0.00	5,866.00	27
10-510-17-0	M/R Auto	4,043.70	15,324.00	1,816.06	2,365.40	0.00	12,958.60	15
10-510-31-0	Auto Supplies - Fuel	5,272.43	21,000.00	20.00	20.00	0.00	20,980.00	0
10-510-33-0	Departmental Supplies	702.86	4,000.00	834.45	834.45	0.00	3,165.55	21
10-510-34-0	Substance Tax Expenditures	500.00	1,500.00	150.00	150.00	0.00	1,350.00	10
10-510-36-0	Uniforms	119.84	6,000.00	878.46	878.46	0.00	5,121.54	15
10-510-53-0	Dues & Subscriptions	2,263.00	5,200.00	4,559.00	4,559.00	0.00	641.00	88
10-510-57-0	Miscellaneous	1,447.42	3,000.00	1,186.12	1,186.12	0.00	1,813.88	40
10-510-74-0	Police Capital Outlay	14,790.00	10,800.00	0.00	0.00	0.00	10,800.00	0
10-510-84-1	Debt Services - Building	23,946.34	77,240.00	0.00	0.00	0.00	77,240.00	0
10-540-00-0	Public Buildings & Grounds	0.00	0.00	0.00	0.00	0.00	0.00	0
10-540-00-1	M/R Buildings and Grounds	3,617.30	221,000.00	23,313.70	27,348.70	0.00	193,651.30	12
10-540-00-2	Utilities	4,288.28	14,000.00	1,988.63	1,988.63	0.00	12,011.37	14
10-540-00-3	Cleaning Services	2,400.00	7,800.00	2,550.00	2,700.00	0.00	5,100.00	35
10-540-00-4	Cleaning Supplies	660.28	700.00	0.00	0.00	0.00	700.00	0
10-540-00-5	Pest Control	351.00	995.00	288.00	360.00	0.00	635.00	36
10-540-00-6	Capital Outlay	0.00	10,000.00	2,797.41	2,797.41	0.00	7,202.59	28
10-560-00-0	Streets - Municipal	0.00	0.00	0.00	0.00	0.00	0.00	0
10-560-13-0	STREET LIGHTS	12,317.53	72,335.00	14,892.90	15,811.22	0.00	56,523.78	22
10-560-14-0	Debt Services	0.00	258,061.33	198,458.46	198,458.46	0.00	59,602.87	77
10-560-15-0	Capital Improvements	0.00	42,376.00	0.00	0.00	0.00	42,376.00	0
10-580-45-0	SANITATION:	61,171.76	280,000.00	61,943.00	61,943.00	0.00	218,057.00	22
10-610-00-0	MAINTENANCE:	0.00	0.00	0.00	0.00	0.00	0.00	0
10-610-02-0	Salaries Maintenance	72,513.02	199,640.78	45,464.75	45,464.75	0.00	154,176.03	23
10-610-02-1	Longevity Pay Maintenance	0.00	1,418.75	0.00	0.00	0.00	1,418.75	0
10-610-02-2	Christmas Bonus	0.00	750.00	0.00	0.00	0.00	750.00	0
10-610-05-0	Social Security Maintenance	0.00	12,377.73	3,461.63	3,461.63	0.00	8,916.10	28
10-610-07-0	Retirement Maintenance	4,418.39	17,972.38	4,451.87	4,451.87	0.00	13,520.51	25
10-610-08-0	401K	2,118.85	5,964.29	1,476.48	1,476.48	0.00	4,487.81	25
10-610-09-0	Insurance	7,985.20	32,362.80	7,779.60	10,372.80	0.00	21,990.00	32
10-610-10-0	Training	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0
10-610-11-1	Telephone	477.82	3,300.00	756.95	756.95	0.00	2,543.05	23

Holly Ridge
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
10-610-16-0	M/R Equipment	1,647.48	8,320.00	1,669.42	1,669.42	0.00	6,650.58	20
10-610-17-0	M/R Auto	774.96	7,635.00	257.71	257.71	0.00	7,377.29	3
10-610-31-0	Auto Supplies	2,157.01	7,053.00	0.00	0.00	0.00	7,053.00	0
10-610-33-0	Departmental Supplies	727.13	6,867.00	1,818.62	2,042.83	0.00	4,824.17	30
10-610-34-0	Mosquito Control	1,970.56	8,000.00	0.00	0.00	0.00	8,000.00	0
10-610-36-0	Uniforms	1,527.29	3,300.00	885.14	991.07	0.00	2,308.93	30
10-610-57-0	Miscellaneous	1,601.64	2,705.00	759.05	759.05	0.00	1,945.95	28
10-610-74-0	Capital Outlay-Equipment	0.00	45,357.00	11,957.93	43,543.93	0.00	1,813.07	96
10-620-00-0	PARKS AND RECREATION:	0.00	0.00	0.00	0.00	0.00	0.00	0
10-620-91-0	Events	1,065.56	5,000.00	910.20	910.20	0.00	4,089.80	18
10-620-91-1	Salaries	64.48	13,806.00	3,304.78	3,304.78	0.00	10,501.22	24
10-620-91-2	Parks,Grounds, Revitalization	318.36	15,000.00	350.78	350.78	0.00	14,649.22	2
10-620-93-0	Community Building	1,261.02	9,979.00	330.57	330.57	0.00	9,648.43	3
10-620-94-0	Liberty Fountain	551.06	2,500.00	192.32	192.32	0.00	2,307.68	8
10-620-95-0	Fireworks	11,500.00	11,500.00	11,500.00	11,500.00	0.00	0.00	100
10-620-96-0	Capital Improvements	0.00	40,000.00	0.00	0.00	0.00	40,000.00	0
10-660-00-0	FINANCE:	0.00	0.00	0.00	0.00	0.00	0.00	0
10-660-01-0	Salary	527.88	57,469.50	13,059.13	13,059.13	0.00	44,410.37	23
10-660-02-0	Longevity	0.00	25.00	0.00	0.00	0.00	25.00	0
10-660-03-0	Christmas Bonus	0.00	150.00	0.00	0.00	0.00	150.00	0
10-660-04-0	Social Security	0.00	3,563.11	1,228.48	1,228.48	0.00	2,334.63	34
10-660-05-0	Retirement	1,182.77	5,156.82	1,573.19	1,573.19	0.00	3,583.63	31
10-660-06-0	401K	451.48	1,711.33	522.08	522.08	0.00	1,189.25	31
10-660-07-0	Other Fringe Benefits--Ins	498.68	6,472.56	1,555.92	2,074.56	0.00	4,398.00	32
10-660-08-0	Contracted Services	16,355.07	42,000.00	16,704.13	17,249.13	0.00	24,750.87	41
10-660-09-0	Office Supplies	80.58	750.00	297.37	297.37	0.00	452.63	40
10-660-10-0	Training	575.00	650.00	0.00	0.00	0.00	650.00	0
10-660-11-0	Travel and Expenses	715.49	800.00	0.00	0.00	0.00	800.00	0
10-660-12-0	Dues & Subscriptions	0.00	500.00	0.00	0.00	0.00	500.00	0
10-660-13-0	Telephone	0.00	455.00	0.00	0.00	0.00	455.00	0
10-660-14-0	Miscellaneous	59.31	500.00	0.00	0.00	0.00	500.00	0
10-660-15-0	Bank Service Charges	0.00	1,200.00	0.00	0.00	0.00	1,200.00	0
10-710-00-0	INSPECTIONS:	0.00	0.00	0.00	0.00	0.00	0.00	0
10-710-02-0	Salaries Inspections	51,424.74	212,617.53	36,006.44	36,006.44	0.00	176,611.09	17
10-710-02-1	Longevity Pay Inspections	0.00	758.88	0.00	0.00	0.00	758.88	0
10-710-02-2	Christmas Bonus	0.00	600.00	0.00	0.00	0.00	600.00	0
10-710-05-0	Social Security	0.00	13,182.29	2,774.41	2,774.41	0.00	10,407.88	21
10-710-07-0	Retirement	3,221.55	19,126.51	3,557.43	3,557.43	0.00	15,569.08	19
10-710-08-0	401K	1,550.26	5,964.29	1,180.55	1,180.55	0.00	4,783.74	20
10-710-09-0	Other Fringe Benefits--Insurance	4,488.12	25,890.24	4,667.76	6,223.68	0.00	19,666.56	24

Holly Ridge
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
10-710-10-0	Training	400.00	3,000.00	0.00	70.00	0.00	2,930.00	2
10-710-11-1	Telephone	451.56	2,300.00	682.29	682.29	0.00	1,617.71	30
10-710-14-0	Travel & Expense	264.17	4,000.00	97.79	428.39	0.00	3,571.61	11
10-710-16-0	M/R Equipment	0.00	6,511.88	0.00	0.00	0.00	6,511.88	0
10-710-17-0	M/R Auto	84.70	2,100.00	0.00	0.00	0.00	2,100.00	0
10-710-31-0	Auto Supplies	412.75	2,300.00	0.00	0.00	0.00	2,300.00	0
10-710-33-0	Department Supplies	2,679.39	8,260.00	0.00	0.00	0.00	8,260.00	0
10-710-36-0	Uniforms	165.40	1,250.00	330.19	330.19	0.00	919.81	26
10-710-45-0	Planning and Zoning Contract	7,436.85	10,000.00	5,876.42	5,876.42	0.00	4,123.58	59
10-710-53-0	Dues & Subscriptions	622.24	2,500.00	0.00	0.00	0.00	2,500.00	0
10-710-57-0	Miscellaneous	150.00	250.00	0.00	0.00	0.00	250.00	0
10-710-58-0	Capital Outlay	25,807.20	0.00	0.00	0.00	0.00	0.00	0
10-999-00-0	ORGANIZATIONAL EXPENSES:	0.00	0.00	0.00	0.00	0.00	0.00	0
10-999-01-0	Insurance & Bond	46,576.27	50,000.00	47,705.71	47,705.71	0.00	2,294.29	95
10-999-02-0	Contracted Services	11,269.27	36,600.00	2,871.58	3,797.14	0.00	32,802.86	10
10-999-03-0	Website	4,234.00	5,000.00	4,306.06	4,306.06	0.00	693.94	86
10-999-04-0	Postage	123.65	3,000.00	1,101.02	1,329.26	0.00	1,670.74	44
10-999-05-0	Unemployment Insurance	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0
10-999-06-0	Economic Development Grant	0.00	9,225.00	0.00	0.00	0.00	9,225.00	0
10-999-07-0	Interest For Truck Payments	0.00	45,775.00	0.00	0.00	0.00	45,775.00	0
10-999-08-0	Contingencies	0.00	10,000.00	0.00	0.00	0.00	10,000.00	0
10-999-09-0	Health Reimbursement Arrangement	0.00	25,200.00	21,400.00	21,400.00	0.00	3,800.00	85
Fund 10 Expend Total		808,330.37	3,383,790.38	850,950.63	903,673.33	0.00	2,480,117.05	27

Fund	Description	Prior Revenue	Curr Revenue	YTD Revenue	Prior Expended	Curr Expended	YTD Expended	Total Available Revenues
10		879,405.04	583,297.14	583,297.14	808,330.37	850,950.63	903,673.33	320,376.19-

Holly Ridge
Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
11-343-00-0	Powell Bill Allocation	28,372.85	56,232.24	0.00	0.00	0.00	56,232.24-	0
11-357-00-0	Building Fee Income	0.00	0.00	894.18	894.18	0.00	894.18	0
11-400-00-0	Community Center	300.00	0.00	0.00	0.00	0.00	0.00	0
	Fund 11 Revenue Total	28,672.85	56,232.24	894.18	894.18	0.00	55,338.06-	2

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
11-570-00-0	MAINTENANCE REPAIR/AUTO:	0.00	0.00	0.00	0.00	0.00	0.00	0
11-570-01-0	Surveys & Engineering	578.14	0.00	0.00	0.00	0.00	0.00	0
11-570-03-0	Equipment	57,612.19	0.00	0.00	0.00	0.00	0.00	0
11-570-18-0	M/R Streets	6,825.02	56,232.24	734.06	734.06	0.00	55,498.18	1
	Fund 11 Expend Total	65,015.35	56,232.24	734.06	734.06	0.00	55,498.18	1

Fund	Description	Prior Revenue	Curr Revenue	YTD Revenue	Prior Expended	Curr Expended	YTD Expended	Total Available Revenues
11		28,672.85	894.18	894.18	65,015.35	734.06	734.06	160.12

Holly Ridge
Statement of Revenue and Expenditures

Fund	Description	Prior Revenue	Curr Revenue	YTD Revenue	Prior Expended	Curr Expended	YTD Expended	Total Available Revenues
10		879,405.04	583,297.14	583,297.14	808,330.37	850,950.63	903,673.33	320,376.19-
11		28,672.85	894.18	894.18	65,015.35	734.06	734.06	160.12
	Final Total	908,077.89	584,191.32	584,191.32	873,345.72	851,684.69	904,407.39	320,216.07-

Holly Ridge Vol Fire Rescue

OCT2019

Date:	Call Type:	Time	Location
1	Medical Emergency	1003	Town
1	Medical Emergency	1922	County
2	Medical Emergency	2256	Town
3	Medical Emergency	0925	County
3	Medical Emergency	0950	County
3	Structure Fire	2023	M/A
4	Fire Alarm Activation	1348	Town
4	Electrical Hazard	1926	Town
5	Medical Emergency	1848	County
6	Medical Emergency	1809	Town
10	Medical Emergency	1155	County
11	Medical Emergency	0137	Town
11	Medical Emergency	1100	County
12	Medical Emergency	0015	County
12	Medical Emergency	0210	County
12	Medical Emergency	0506	Town
12	Outside Fire	1040	Town
12	Structure Fire	0900	Town
12	Traffic Crash	1730	County
13	Medical Emergency	0028	Town
13	Medical Emergency	0426	Town
13	Medical Emergency	1018	County
14	Electrical Hazard	0917	Town
14	Medical Emergency	2013	County
15	Medical Emergency	1439	County
15	Medical Emergency	1734	Town
16	Medical Emergency	0449	Town
16	Medical Emergency	1428	County
16	Medical Emergency	2049	Town
19	Traffic Crash	0155	Town
19	Fire Alarm Activation	2201	County
21	Medical Emergency	1133	Town
22	Medical Emergency	2309	Town
24	Medical Emergency	0650	Town
25	Medical Emergency	1611	Town
27	Medical Emergency	0344	Town
28	Medical Emergency	1448	Town

29	Structure Fire	1748	M/A
31	Medical Emergency	2132	County

Total 39

Staff on Duty 15

Tracy

Activity Log Event Summary (Cumulative Totals)

Holly Ridge Police Department

(10/01/2019 - 10/31/2019)

# 3 Robbery	1	# 5 Break/Enter	6
# 6 Larceny	4	#11 Fraud	3
#13 DWLR	2	#15 Weapon Offense	1
#18 Narcotics	2	#19 Disturbance	3
#20 Domestic	1	#21 DWI	2
#26 Alarm Activation	19	#27 Suspicious Person	5
#27 Suspicious Vehicle	2	#29 Animal	3
#33 Traffic	4	#34 Crash Report	4
#35 E-Citation	116	#35 Traffic Citation	3
#35 Traffic Citation Other	9	#35 Traffic Citation-C&R	9
#35 Traffic Citation-Expired inspection	2	#35 Traffic Citation-Expired registration	5
#35 Traffic Citation-Fail to maintain lane	2	#35 Traffic Citation-Fail to register motor vehicle	2
#35 Traffic Citation-No Insurance	3	#35 Traffic Citation-NOL	4
#35 Traffic Citation-Open container	1	#35 Traffic Citation-Passing Stopped School Bus	8
#35 Traffic Citation-Revoked/Fictitious/Altered regi	4	#35 Traffic Citation-Safe movement	2
#35 Traffic Citation-Seat belt	1	#35 Traffic Citation-Speeding	78
#35 Traffic Citation-Stop light	3	#35 Traffic Citation-Stop sign/flashing red light	7
#38 Assist Motorist	3	#41 Vehicle Unlock	6
#43 Found/Recovered Property	1	#44 Property Damage	2
#46 Open Door	5	#48 Welfare Check	3
#52 Assist EMS	6	#52 Assist Fire Dept.	1
#52 Assist O.C.S.D.	3	#52 Assist Other Agency	4
#52 Assist Topsail Beach PD	1	#53 Arrest Warrant/Wanted	2
#54 Trespassing	1	#58 General Police Service	13
#58 General Police Service - Fingerprints	1	#62 Noise Violation	5
#63 Town Ordinance Violation	4	#65 Civil Citation	5
#66 Juvenile Incident	1	#67 K-9 Unit Call Out/Incident/Activity	1
#69 Motor Vehicle Checking Station	1	<No Event Type Specified>	1
Arrest	7	Business Check	1,385
Vehicle Stop	140	Verbal Warning	33

Total Number Of Events: 1,956

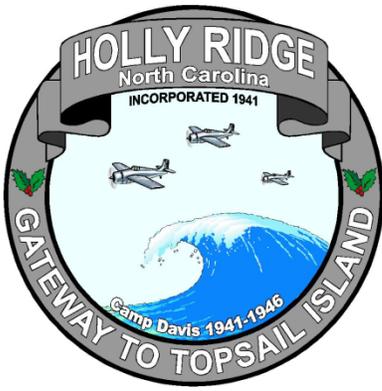
Town of HOLLY RIDGE



PO Box 145 * Holly Ridge, NC 28445 * Phone (910) 329-7081 * Fax (910) 329-1593

PLANNING AND ZONING/INSPECTIONS REPORT FOR THE MONTH OF OCTOBER 2019

18	Total Permits Issued
10	New Single Family Dwellings
3	New Commercial
422	Total Inspections



Town Council Regular Meeting Agenda

Agenda Item:	7-C1
Date:	11/12/2019

Subject: Committee Report – Planning Board

The Planning Board did not hold a meeting for the month of October. The next scheduled Planning Board Meeting is November 19th, 2019.



Town Council Regular Meeting Agenda

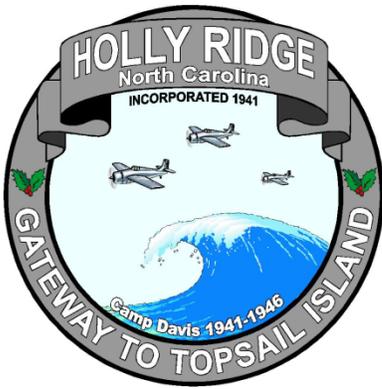
Agenda
Item: **7-C2**

Date: 11/12/2019

Subject: Committee Report – Board of Adjustment

For the month of October, A Board of Adjustment meeting was not held.

The next scheduled meeting is November 26th, 2019 and there is currently two items for discussion.



Town Council Regular Meeting Agenda

Agenda
Item: **7-C3**

Date: 11/12/2019

Subject: Committee Report – ONWASA

The next Board of Director's Meeting is scheduled for Thursday, November 21st, 2019.

A link to their Agenda can be found at the following link <https://www.onwasa.com/AgendaCenter>

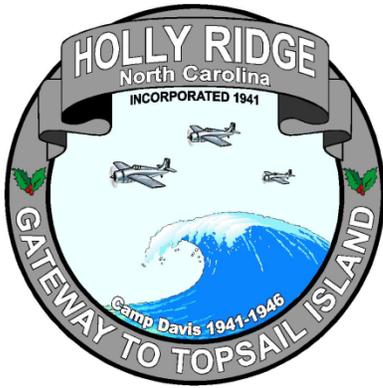


Town Council Regular Meeting Agenda

Agenda Item:	7-C4
Date:	11/12/2019

Subject: Committee Report – Land Use Plan Steering Committee

There will not be any further Land Use Plan Steering Committee meetings, the Proposed Land Use Plan will be on the December Regular Monthly Meeting Agenda for Adoption by the Town Council.



Town Council Regular Meeting Agenda

Agenda
Item: **8-A**

Date: 11/12/2019

Subject: Location Selection for the New Electronic Town Sign

Issue Statement

A new Town sign was budgeted for in Fiscal Year 2018 – 2019, this sign will be electronic and can be used to display all of the Town's upcoming events, any announcements, and emergency information. Previously during a Town Council meeting there was discussion about placing the new sign somewhere on Highway 17 and at that time the Interim Town Manager was directed to compile a listing of all Town owned properties.

After discussing the Town Owned properties it was decided upon by the Town Council to place the sign on Highway 17 near the Post Office. After months of trying to obtain an easement from Mr. Pappendick, the Town and Duke – Progress have both been unsuccessful. The other options for the sign placement include the parcel of land at the corner of Highway 17 and Highway 50 or in front of the Community Center. Town staff is asking for direction on the placement of the sign.

Action Needed

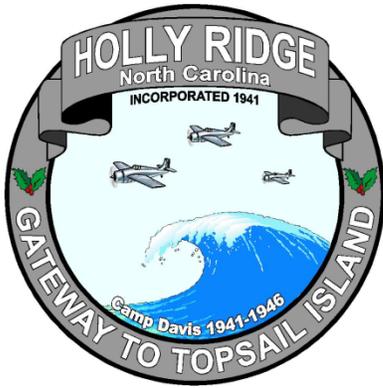
Discussion

Recommendation

Action to approve a location to place the new electronic town sign

Attachments

N/A



Town Council Regular Meeting Agenda

Agenda Item:	8-B
Date:	11/12/2019

Subject: Discussion and Possible Approval of Contract with Holly Ridge Volunteer Fire Department to Provide Fire, Rescue, and EMS Services in the Town of Holly Ridge

Issue Statement

The Town has provided Fire and Rescue services for the Town through a contract with the Holly Ridge Volunteer Fire Department. In late July the Town Council met with both Chief Longo and Chief Hardison to discuss the coverage responsibilities of each department to update the current contracts.

Chief Longo, Chief Hardison, Norman Bryson, Councilman Hines, and I met following the Council Meeting to discuss the details of the contracts before presenting to the Town Council for adoption. This topic was originally scheduled for the October Regular Meeting but both Chief Longo and Chief Hardison had concerns with the updated contracts. Those concerns resulted in another meeting being held with Chief Longo, Chief Hardison, Councilman Hines and I. The contract presented tonight for adoption is the product of those meetings and also the Attorney's recommendations.

A summary of the changes includes the following:

- To exclude the Summerhouse Development, Penny Lane, and the Town-Owned property on Dolph Everett Road from fire services.
- EMS Services for all incorporated areas of the Town are to be covered by the HRVFD.
- The remaining \$31,000 annual budgeted allotment to be used for firefighting apparatus is to be held by the Town in a separate capital account.
- Ensuring fire, rescue, and EMS services are provided in the event of mutual aid requests.

The changes are noted in the document in blue and red.

Action Needed

Any Discussion

Recommendation: Action to Authorize the Manager to Enter into a Contract with Holly Ridge Volunteer Fire Department for fire, rescue, and EMS Services for the corporate limits of the Town of Holly Ridge.

Attachments:

- A. Proposed Contract between the Town of Holly Ridge and Holly Ridge Volunteer Fire Department.

**NORTH CAROLINA
ONslow COUNTY**

CONTRACT for FIRE & RESCUE SERVICES

THIS CONTRACT for FIRE & RESCUE SERVICES, is made and entered into as of the ~~8th day of October, 2019~~, 12th day of November, 2019 by and between the TOWN OF HOLLY RIDGE, a municipal corporation of the State of North Carolina referred to herein as the "Town", and HOLLY RIDGE VOLUNTEER FIRE & RESCUE DEPARTMENT, INC., a nonprofit volunteer fire department incorporated under the laws of the State of North Carolina, referred to herein as the "Fire Department".

Formatted: Superscript

WITNESSETH:

WHEREAS, N.C.G.S. § 160A-291 and § 160A-20.1 provide that cities may provide for Fire and Rescue protection in their municipal boundaries by contracting with an incorporated nonprofit volunteer; and

WHEREAS, the Fire Department has secured equipment, land and buildings in order to serve the residents of the Town.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the parties hereto contract and agree as follows:

~~1. Fire Department to provide services. The Fire Department agrees to provide Fire and medium-Rescue services in the corporate limits of the Town of Holly Ridge, with the exception of Fire services in the Summerhouse on Everett Bay development, as provided herein.~~

~~2.~~ 1. Payment of Funds. The Town shall annually provide in its budget ordinance such sums as the Town deems appropriate to fund this Contract. The Town shall provide a separate line item for payments for personnel under this agreement and shall provide a separate line item for payments for capital expenses. The Fire Department shall submit an itemized copy of expenditures for which it is requesting reimbursement by the first day of each month. Provided that the expenditures for which reimbursement is requested is not disputed by the Town, the Fire Department shall be reimbursed by the Town for expenses paid and authorized by this Contract by the tenth day of each month. Fire Department may request that disbursements be made either by direct deposit in an account designated by the Fire Department or by check remitted to the address specified in Sec. ~~24~~ 20, below.

Notwithstanding the foregoing, at the end of the Fiscal Year any unspent funds for personnel as provided by this Contract shall be paid to the Fire Department upon the Fire Department's request.

~~3-2~~ Use of Funds. Funds paid to the Fire Department for capital expenses by the Town shall be used solely for Fire Department operations, which term is defined as "fire protection, rescue, and ~~first responder~~ EMS services in the Town of Holly Ridge and other areas of response as dispatched and to meet the standards established by this agreement". The amount paid to the Fire Department by the Town shall be \$100,000 per year during the term of this Contract. Funds paid to the Fire Department for personnel by the Town shall be used solely for covering the cost of personnel to provide coverage for fire protection, rescue, and ~~first responder~~ EMS services in the

Town of Holly Ridge for the shifts as specified herein. The total amount to be paid to the Fire Department by the Town for personnel shall be \$69,000 per year. Of this amount, \$ 12,500 shall be used by the Fire Department for paying a fire chief; \$ 10,000 shall be used by the Fire Department for paying an assistant fire chief; and the remaining \$ 46,500 shall be used by the Fire Department to provide two firefighters Monday thru Friday combining ~~county-county~~-paid and Fire ~~Department-Department~~-paid employees for 8 hour day time shifts during the hours that will provide the best hours of coverage for the two as determined by the Fire Chief, and one paid firefighter Saturday and Sunday for 8 hour daytime shifts during the hours that will provide the best hours of coverage for the Town as determined by the Fire Chief. In order to be eligible for payment in any given month, the Fire Chief and the Assistant Fire Chief shall each work 6 full 8 hour shifts per month instead of the paid employee. The paid firefighters shall be employees of the Fire Department, and not employees of the Town. The remaining \$31,000 annual budgetary allotment shall be used for firefighting apparatus payments to be ~~used in accordance with this Contract held by the Town in a separate capital account for that purpose.~~

~~4.3~~ Services to be Provided. Fire Department shall furnish fire protection, medium rescue and EMS services within the corporate limits of the Town of Holly Ridge, with the exception of Fire services in the Summerhouse on Everett Bay development, Penny Lane and Town-Owned property off Dolph Everett Road (Spray Fields and Police Range), where they will provide EMS services only. This language is not to be interpreted as prohibiting assisting with mutual aid requests if the personnel and resources allow. The Fire Department will also provide EMS services to any future area incorporated into the town which is outside of their five mile fire district. All services will be twenty-four hours per day, seven days per week and shall provide the necessary equipment, personnel and those things necessary for furnishing such protection in the Town (hereinafter "Services"). The services shall be in accordance with the minimum standards set forth in this Contract. Fire Department shall furnish said fire protection and rescue services without charge to all persons and property, with the exception of hazardous materials and petroleum spills for which the Fire Department may bill its costs to the person or persons receiving the services, located in the Town in an efficient, professional and workmanlike manner. This provision shall not prohibit the Fire Department from entering into contracts with the Federal, State or other local governments, or utility companies for the provision of emergency services outside of the Town. Provided, however, that if the Fire Department is providing services outside the Town because of mutual aid requests, or otherwise, the Fire Department shall ensure fire, rescue, and EMS protection services are to be provided ~~that a Class A pumper with personnel,~~ through mutual aid or otherwise, ~~remains within the Town.~~

Comment [KF1]: Recommend providing that this language is not to be interpreted as prohibiting assisting with aid requests (if appropriate and approved by parties)

~~5.4~~ Council Meetings. A representative of the Fire Department shall attend the monthly meetings of the Town Council.

~~6.5~~ Failure to Provide Services. If the Fire Department fails and/or refuses to provide Services as contemplated in this Contract and after an investigation by the Town Manager or his designee that the Fire Department has failed and/or refused to provide Services contemplated in the Contract, then the Town has the right to withhold any and all funds and further payments to terminate the Contract for default immediately, to file suit in the Onslow County ~~Superior~~ General Court of Justice for an injunction to require the Fire Department to comply with the terms of this Contract, or for any other remedies available at law or equity.

~~7.6~~ Equipment: Fire Department shall supply all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing. In the event of a liquidation or dissolution of the Fire Department, or if the Fire Department is unable to provide

fire services, then the Fire Department shall, at the direction of the board of directors and membership of the Fire Department, transfer all equipment and assets to a department or agency to serve the area presently covered by the Fire Department. The Fire Department shall not borrow or otherwise encumber its assets without the prior written approval of the Town.

~~8.~~ **7** Disposal of Property. Other than those times set forth in ~~section 7.6~~, the Fire Department may dispose of vehicles or equipment deemed to be of no use to the Department with the proceeds to remain with the Fire Department, with the exception of the 2012 Pierce Pumper Truck (704) paid for by the Town and the 1952 Pumper Truck; when either or both of the excepted vehicles are of no use to the Fire Department, title shall be transferred to the Town.

Comment [KF2]: Sections were renumbered. Need to confirm proper reference throughout.

~~9.~~ **8** Health and Safety. Fire Department shall be responsible for initiating, maintaining and supervising all safety precautions and programs. Fire Department shall comply with all North Carolina OSHA regulations as they apply to volunteer fire departments. All Fire Department personnel shall receive appropriate training before engaging in any emergency duties to ensure that they can work safely and effectively at incident scenes. All personnel shall use and maintain safety equipment in accordance with departmental regulations. Each emergency responder must either receive a vaccination for Hepatitis or file an approved waiver form as required by OSHA.

~~10.~~ **9** Inspection/Record Keeping. The Town may inspect, examine, and make copies of the financial books, accounts, invoices, records and other writings relating to the performance of services of the Fire Department, at reasonable times during regular business hours of the Town. Audits shall take place at times and locations mutually agreed upon by both parties; in the event that the parties should be unable to mutually agree as to time and place within three (3) business days of a request from the Town, the Town may unilaterally set the time and place of said audit. The Fire Department will make the materials to be audited available within ten (10) business days following the request by the Town. The Fire Department agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the Town. The Fire Department shall maintain a written accounting system which provides adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds provided to Fire Department by the Town pursuant to this Contract. Fire Department shall keep all records on site for at least five (5) years. All State required reports and rosters shall be submitted by the requested deadline.

Comment [KF3]: The original language is "an agreement to agree," and did not provide otherwise.

~~11.~~ **10** Financial Reporting. The Fire Department shall provide to its Board of Directors and the Town at least quarterly a financial report containing at a minimum 1) a Balance Sheet, 2) a Statement of Income and Expenses, and 3) a Transaction Detail for the entire quarter. If the Fire Department fails to comply with the terms and conditions of the contract as to the reports required of it to make any Federal, State, or local authority, such failure shall be grounds for termination for cause by the Town.

~~12.~~ **11** Annual Budget. Fire Department shall comply with Town's budgeting procedures and other procedures provided for by State law and agrees to submit budget estimates to the Town Council on the standard forms provided by the Town Manager.

~~13.~~ **12** Fidelity Bond. Fire Department shall secure and maintain during the Term of this Contract a blanket Fidelity Bond which is acceptable to the Town, upon such terms as it may deem appropriate in its sole discretion, on all persons who have access to or authority to disburse funds belonging to the Fire Department. Such blanket bond shall be through a company or entity approved by the North Carolina Department of Insurance, and shall be in an amount of not

less than the revenues to be paid to the Fire Department by the Town for the upcoming year. Proof of such bonding shall be provided to the Town prior to the disbursement of any funds by the Town to the Fire Department.

~~14.~~ 13 Incorporation/Bylaws. The Fire Department further agrees to file with the Town Clerk a true copy of its Articles of Incorporation, existing Bylaws and any changes made thereto from time to time; further, the Fire Department agrees to adopt Bylaws which meet all minimum legal requirements.

~~15.~~ 14 Insurance. The Fire Department shall obtain and keep in force during the term of this contract and any subsequent renewals of this contract equal to or more as required by the Onslow County Fire Contract. All required insurance shall be procured from insurance companies licensed to do business in North Carolina with a Best's Insurance Guide Rating of A- or better and a financial size category of no less than VII or the Volunteer Safety Workers' Compensation Fund owned and operated by the State of North Carolina. Coverage shall be maintained continuously during the term of this contract. Fire Department shall furnish the Town a certificate of insurance annually, and Fire Department shall notify the Town immediately upon any lapse, cancellation, or termination of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the Fire Department under this contract. The limits of coverage under each insurance policy maintained by the Fire Department shall not be interpreted as limiting the Fire Department's liability and obligations under the Contract. Notwithstanding the foregoing, nothing contained in this section ~~15~~ shall be deemed to constitute a waiver of the sovereign immunity of the Town, which immunity is hereby reserved to the Town.

~~16.~~ 15 Indemnification. Fire Department shall indemnify and hold harmless the Town and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and costs related to court action or mediation) arising out of or resulting from Fire Department's officials, employees, volunteers or contractors negligent, reckless or intentional acts or omissions in the performance of this contract. This indemnification shall survive the termination of this contract.

~~17.~~ 16 Insurance Rating. The Fire Department shall maintain a minimum of 7 rating or better with the North Carolina Insurance Services Office as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances and State Regulations pertaining to Fire Services.

~~18.~~ 17 Utilities. The Fire Department further agrees to comply with ONWASA's directives associated with the use of water from any water system within the geographic area fire protection is provided.

~~19.~~ 18 Minimum Performance Standards. The following minimum performance standards are agreeing by the Town and the Fire Department and are a part of this Contract:

A. DISPATCHING PROTOCOLS: Fire Department shall comply with the Onslow County Dispatching protocols as developed and amended from time to time.

B. RESPONSE TIME: Fire Department shall have an average response time (time of dispatch until time of arrival) consistent with its rating by the State Fire Marshal's Office. The Fire

Department shall submit an accurate estimate of the minimum and maximum times for a response to calls within the Town of Holly Ridge.

- C. **MANPOWER (ON SCENE):** Fire Department shall have adopted standard operating guidelines that address the appropriate number of firefighters needed on all type fire calls. Fire Department shall have the goal of placing sufficient personnel on the scene to operate at least one pumper, one tanker (when necessary) and flow two 1.5” or 1.75” hose lines when making an initial attack on all structure fire calls.
- D. **TRAINING:** Fire Department shall have the minimum standard training requirements set forth by the State for providing Fire and Rescue services provided by the Fire Department.
- E. **PRE-FIRE INCIDENT SURVEYS:** Fire Department shall have the goal of developing pre-fire incident surveys and updating them annually for all commercial buildings within the Town of Holly Ridge. Facilities will be given priority with buildings displaying NFPA 704 placards, hazardous, institutional and assembly occupancies.
- F. **FIRE INVESTIGATIONS:** The Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause of the fire or if the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Onslow County Fire Marshal’s Office to assist and shall immediately notify the Holly Ridge Police Department. The Fire Department shall, to the extent practicable, provide whatever assistance is needed by the Onslow County Fire Marshal’s Office ~~at the fire scene~~.
- G. **FIRE HYDRANTS:** Fire Department shall conduct fire hydrant testing and maintenance as required by the State Fire Marshal’s Office. Records of fire hydrant tests and maintenance conducted by fire departments shall be kept and be available for review by the Town Manager.
- H. **EMERGENCY DISASTER RESPONSE:** Fire Department shall follow the Town of Holly Ridge Emergency Operations Plan when responding to a disaster.
- I. **STATE OF EMERGENCY:** Fire Department shall, to the extent practicable, assist with the following services when requested by the Town during a State of Emergency but not limited to before, during and following times of emergencies/disasters:

- (1) Debris Removal;
- (2) Debris Clearance;
- (3) Traffic Control;
- (4) Search and Rescue;
- (5) Evacuation;
- (6) Medical Services as identified by the Town, and;
- (7) Other lifesaving and property protection measures as necessary.

All operations shall be in accordance with the Holly Ridge Emergency Operations Plan and Holly Ridge Emergency Management Ordinance (if manpower within the Fire District allows this).

Comment [KF4]: Removed language to avoid limiting requirement to assist with any ongoing investigation

~~20.~~ **19 Compliance with Laws.** Fire Department represents that it is in compliance with all Federal,

State, and local laws, regulations or orders, as amended or supplemented. The implementation of this contract shall be carried out in strict compliance with all Federal, State, or local laws.

~~21.~~ 20 **Notices.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

Town of Holly Ridge
Attn: Town Manager
P.O. Box 145
Holly Ridge, North Carolina 28445

Holly Ridge Vol. Fire and Rescue
Department, Inc.
Attn: President
P.O. Box 103
Holly Ridge, North Carolina 28445

~~22.~~ 21 **Effective Date.** This contract shall become effective as of October 8th, 2019 subject to the continued legal existence of the Fire Department, and shall continue until terminated as provided in Paragraph ~~24~~3 below.

~~23.~~ 22 **Assignment and Merger.** This contract may not be transferred or assigned by the Fire Department without the written consent of the Town. Any merger of the Fire Department with any other organization shall not be effective until approved by the Town.

~~24.~~ 23 **Termination.** This Contract may be terminated by either party upon advance written notice, served upon the other party by certified mail at least ninety (90) days prior to the effective date of termination. Additionally, this Contract may be terminated for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law. Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party. Further and in addition to any other remedy, if any condition of this Contract is not being met by the Fire Department, the Town Manager has the right to withhold any and all funds until such failure to comply with the obligations are remedied by the Fire Department or the Contract is terminated as provided for herein. In the event of any ongoing failure to provide services during any notice period contemplated herein, the Town shall, immediately and without notice to Fire Department, be entitled to contract with other providers on a temporary basis to ensure services within the Service Area, and the cost of such shall be recoverable by the Town from the Fire Department, either by direct payment or budgetary offset.

~~25.~~ 24 **Amendments.** Either party may propose an amendment to this Contract by submitting the amendment in writing to the other party at least sixty (60) days in advance of the amendment's proposed effective date. Amendments to this contract must be in writing and must be approved by both the Town and the Fire Department in order to become effective.

~~26.~~ 25 **No Third Party Beneficiaries.** This contract is not intended to serve for the benefit of any third party. The rights and obligations contained herein belong exclusively to the entities which are parties hereto and no third party may rely upon anything contained herein as a benefit to that third party.

~~27.~~ 26 **Non-Discrimination.** Fire Department shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. Fire Department

shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event Fire Department is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by the Town.

- ~~28.~~ 27 Governing Law/Venue. This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Onslow and the State of North Carolina.
- ~~29.~~ 28 Entire Agreement. The terms and provisions herein contained constitute the entire agreement by and between the Town and the Fire Department and shall supersede all previous communications, representation or agreements, either oral or written between the parties hereto with respect to the subject matter hereof; except that this paragraph shall not be construed to supersede any existing and applicable Mutual Aid Agreements.
- ~~30.~~ 29 Corporate Authority. By execution hereof, the officials signing for the parties below certify that they have read this contract and that they are duly authorized to execute the contract on behalf of their respective entity.
- ~~31.~~ 30 Headings. The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
- ~~32.~~ 31 Existence. Fire Department warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this Contract.
- ~~33.~~ 32 Pursuant to N.C. Gen. Stat. § 64-26, and by its execution below, the Fire Department hereby attests that it is in compliance with E-verify requirements.
- ~~34.~~ 33 Pursuant to N.C. Gen. Stat. § 147-86.59, and by its execution below, the Fire Department hereby certifies that, as of the date of this Contract's full execution, the Fire Department is not listed on the Final Divestment List created by the NC Treasurer, and that the signatory is authorized by the Fire Department to make the foregoing certification.

IN TESTIMONY WHEREOF, the Town has caused this instrument to be executed by the Town Manager and attested by the Town Clerk, and the Fire Department has caused this instrument to be signed in its name by its President, attested by its Secretary and Fire Chief, and its corporate seal hereto affixed, all by authorization of its Board of Directors duly given.

This contract shall be effective on and after the ~~8th day of October, 2019.~~ 12th day of November, 2019.

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TOWN OF HOLLY RIDGE

(SEAL)

By: _____
Town Manager

Attest:

Town Clerk

HOLLY RIDGE VOLUNTEER FIRE
& RESCUE DEPARTMENT, INC.

By: _____
President

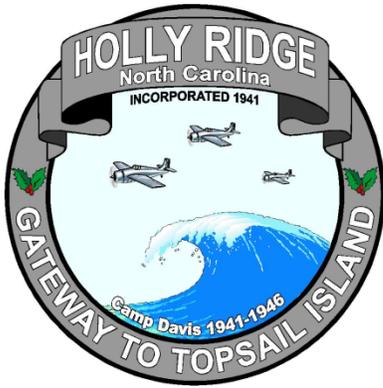
Attest:

Secretary/Clerk

By: _____
Fire Chief

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

| _____
Finance Officer



Town Council Regular Meeting Agenda

Agenda Item:	8-C
Date:	11/12/2019

Subject: Discussion and Possible Approval of Contract with Turkey Creek Volunteer Fire Department to Provide Fire and Rescue Services in the Satellite Annexed Areas of the Town

Issue Statement

As previously stated, several meetings were held to discuss the Fire Contracts with both Holly Ridge Volunteer Fire Department and Turkey Creek Volunteer Fire Department. The contract presented tonight represents the results of those discussions as well as the Attorney's recommendations.

A summary of those changes include the following:

- Payment of Funds Section has been added to the contract.
- The coverage area of Summerhouse on Everett Bay now includes the development as a whole.
- All Penny Lane properties which have been annexed into the Town are now covered by Turkey Creek Volunteer Fire Department.
- The Spray Fields and the Police Range properties owned by the Town located on Dolph Everett Road are included in the TCVFD coverage area.
- Fire Hydrant testing and maintenance of the fire hydrants has been removed from the contract.
- Annual Budget Section has been added to the contract.

The changes are noted in the document in blue and red.

Action Needed

Any Discussion

Recommendation: Action to Authorize the Manager to Enter into a Contract with Turkey Creek Fire Department for Fire and Rescue Services for the current and future Satellite Annexed Areas of the Town.

Attachments:

- A. Proposed Contract between the Town of Holly Ridge and Turkey Creek Volunteer Fire Department.

NORTH CAROLINA

CONTRACT for FIRE SERVICES

ONslow COUNTY

THIS CONTRACT for FIRE SERVICES, is made and entered into this the 12th day of November, 2019, by and between the TOWN OF HOLLY RIDGE, a municipal corporation of the State of North Carolina referred to herein as the “TOWN”, and TURKEY CREEK FIRE AND RESCUE, INC., a non-profit volunteer fire and rescue department incorporated under the laws of the State of North Carolina, referred to herein as the “Fire Department”.

WITNESSETH:

WHEREAS, N.C.G.S. § 160A-291 and § 160A-20.1 provide that municipal corporations may provide for fire protection inside the town limits, and may contract with an incorporated nonprofit volunteer fire department to provide these services; and

WHEREAS, the Town desires to provide for fire protection services within the Summerhouse development, Penny Lane properties within the corporate limits of the Town, Town owned property located off Dolph Everett Road (spray fields and Police Range), and any property incorporated into the Town in the future that is not within five miles of the Holly Ridge Volunteer Fire Department; and

Comment [KF1]: Can we provide a better description of these properties?

WHEREAS, the Fire Department has secured equipment, land and buildings which can serve the residents of all areas listed herein and future properties annexed into the corporate limits and within five miles of the Fire Department.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the parties hereto contract and agree as follows:

1. Payment of Funds. The Town shall annually provide in its budget ordinance such sums as the Town deems appropriate to fund this Contract. The Town shall provide a separate line item for payments to the Turkey Creek Volunteer Fire Department.
2. The Fire Department agrees to provide fire protection to all lots in the Summerhouse on Everett Bay development, the annexed properties located on Penny Lane, the Town owned property off Dolph Everett Road (spray fields and Police Range), and any future areas which may be incorporated into the town outside of the five mile fire district of the Holly Ridge Volunteer Fire Department hereinafter referred to as “Service Area”.
3. Services to be Provided. Fire Department shall furnish fire protection services within the Service Area twenty-four hours seven days per week and shall provide the necessary equipment, personnel and those things necessary for furnishing such protection in the Service Area also defined as fire and rescue protection (hereinafter “Services”). The services shall be in accordance with the minimum standards set forth in this Contract. Fire Department shall furnish said fire protection services without charge to all persons, and property, with the exception of hazardous materials and petroleum spills for which the Fire Department may bill its costs to the person or persons receiving the services, located in the Service Area in an efficient, professional and workmanlike manner. This provision shall not prohibit the Fire Department from entering into

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Comment [KF2]: Can we provide a better description of these properties?

contracts with the Federal, State or other local governments, or utility companies for the provision of emergency services outside of the Service Area for a fee.

The Fire Department shall submit to the Town Manager, a description of the Fire Department's capability to provide twenty-four hour coverage, seven days per week for the Service Area.

4. Failure to Provide Services. If the Fire Department fails and/or refuses to provide Services as contemplated in this Contract and after an investigation by the Town Manager or his designee that the Fire Department has failed and/or refused to provide Services contemplated in the Contract, then the Town has the right to terminate the Contract as described in Section 16.
5. Equipment: Fire Department shall supply all equipment, tools, materials, and or supplies required to provide Services hereunder, unless otherwise agreed in writing.
6. Insurance. The Fire Department shall obtain and keep in force during the term of this contract and any subsequent renewals of this contract equal to or more as required by the Onslow County Fire Contract. All required insurance shall be procured from insurance companies licensed to do business in North Carolina with a Best's Insurance Guide Rating of A- or better and a financial size category of no less than VII or the Volunteer Safety Workers' Compensation Fund owned and operated by the State of North Carolina. Coverage shall be maintained continuously during the term of this contract. Fire Department shall furnish the Town a certificate of insurance annually, and Fire Department shall immediately notify the Town of any lapse, cancellation, or termination of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the Fire Department under this contract. The limits of coverage under each insurance policy maintained by the Fire Department shall not be interpreted as limiting the Fire Department's liability and obligations under the Contract. Notwithstanding the foregoing, nothing contained in this section 6 shall be deemed to constitute a waiver of the sovereign immunity of the Town, which immunity is hereby reserved to the Town.
7. Indemnification. Fire Department shall indemnify and hold harmless the Town and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and costs related to court action or mediation) arising out of or resulting from Fire Department's officials, employees, volunteers or contractors negligent, reckless or intentional acts or omissions in the performance of this contract. This indemnification shall survive the termination of this contract.
8. Insurance Rating. The Fire Department shall maintain a minimum rating of 7 or better within the Service Area with the North Carolina Insurance Services Office as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances and State Regulations pertaining to Fire Services.
9. Utilities. The Fire Department further agrees to comply with the Onslow Water and Sewer Authority directives associated with the use of water from any water system within the geographic area fire protection is provided.
10. Minimum Performance Standards. The following minimum performance standards are agreed by the Town and the Fire Department and are a part of this contract:

- A. DISPATCHING PROTOCOLS: Fire Department shall comply with the Onslow County Dispatching protocols.
- B. RESPONSE TIME: Fire Department shall have an average response time (time of dispatch until time of arrival) consistent with its rating.
- C. MANPOWER (ON SCENE): Fire Department shall have adopted standard operating guidelines that address the appropriate number of firefighters needed on all type fire calls. The Fire Department shall have the goal of placing sufficient personnel on the scene to make an initial attack on all structure fire calls.
- D. TRAINING: Fire Department shall have the minimum standard training requirements set forth by the State for providing Fire and Rescue services provided by the Fire Department.
- E. FIRE INVESTIGATIONS: The Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause of the fire or if the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Onslow County Fire Marshal's Office to assist, and shall immediately notify the Holly Ridge Police Department. [The Fire Department shall, to the extent practicable, provide whatever assistance is needed by the Onslow County Fire Marshal's Office.](#)
- F. ~~FIRE HYDRANTS: Fire Department shall conduct regular fire hydrant testing and maintenance. Records of fire hydrant tests and maintenance conducted by fire departments shall be kept and be available for review by the Town Manager.~~
- F. EMERGENCY DISASTER RESPONSE: Fire Department shall follow the Holly Ridge Emergency Operations Plan when responding to a disaster within the service area
- G. STATE OF EMERGENCY: Fire Department shall, to the extent practicable, assist with the following services when requested by the Town during a State of Emergency but not limited to before, during and following times of emergencies/disasters:
 - (1) Debris Removal; [\(Public Works would be Primary\)](#)
 - (2) Debris Clearance; [\(Public Works would be Primary\)](#)
 - (3) Traffic Control;
 - (4) Search and Rescue;
 - (5) Evacuation; and
 - (6) Other life-saving and property protection measures as necessary.

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All operations shall be in accordance with the Holly Ridge Emergency Operations Plan and Holly Ridge Emergency Management Ordinance (if manpower within the Service Area allows this).

- 11. Compliance with Laws. Fire Department represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this contract shall be carried out in strict compliance with all Federal, State, or local laws.
- 12. Notices. All notices which may be required by this contract or any rule of law shall be effective when received by either party at the following address.

Town of Holly Ridge
Attn: Town Manager
P.O. Box 145
Holly Ridge, North Carolina 28445

Turkey Creek Fire and Rescue, Inc.
Attn: Chief
115 Tar Landing Road
Holly Ridge, North Carolina 28445

13. Effective Date. This contract shall become effective as of November 12^h, 2019, subject to the continued legal existence of the fire protection District and Fire Department, and shall continue until modified or terminated by either party.
14. Assignment. This contract may not be transferred or assigned by the Fire Department without the written consent of the Holly Ridge Town Council.
15. Termination. This Contract may be terminated by either party upon advance written notice, served upon the other party by certified mail at least ninety (90) days prior to the effective date of termination. Additionally, this Contract may be terminated for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

[In the event of any ongoing failure to provide services during any notice period contemplated herein, the Town shall, immediately and without notice to Fire Department, be entitled to contract with other providers on a temporary basis to ensure services within the Service Area, and the cost of such shall be recoverable by the Town from the Fire Department.](#)

16. Amendments. Either party may propose an amendment to this contract by submitting the amendment in writing to the other party at least sixty (60) days in advance of the amendment's proposed effective date. Amendments to this contract must be approved by both the Town and the Fire Department in order to become effective.
17. No Third Party Beneficiaries. This contract is not intended to serve for the benefit of any third party. The rights and obligations contained herein belong exclusively to the entities which are parties hereto and no third party may rely upon anything contained herein as a benefit to that third party.
18. Governing Law/Venue. This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Onslow and the State of North Carolina.
19. Entire Agreement. The terms and provisions herein contained constitute the entire agreement by and between the Town and the Fire Department and shall supersede all previous communications, representation or agreements, either oral or written between the parties hereto with respect to the subject matter hereof; except that this paragraph shall not be construed to supersede any existing and applicable Mutual Aid Agreements.

- 20. Corporate Authority. By execution hereof, the officials signing for the parties below certify that they have read this contract and that they are duly authorized to execute the contract on behalf of their respective entity.
- 21. Headings. The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
- 22. Existence. Fire Department warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.
- 23. Annual Budget: Fire Department shall comply with the Town's budgeting procedures and other procedures provided for by State law and agrees to submit budget estimated to the Town Council on the standard forms provided by the Town Manager by the same deadline as other departments of the Town.

IN TESTIMONY WHEREOF, the Town has caused this instrument to be executed by the Town Manager and attested by the Town Clerk, and the Fire Department has caused this instrument to be signed in its name by its President, attested by its Secretary, and its corporate seal hereto affixed, all by authorization of its Board of Directors duly given.

Attest:

TOWN OF HOLLY RIDGE

Town Clerk

BY: _____
Town Manager

(SEAL)

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

Financial Officer

Attest:

TURKEY CREEK FIRE AND RESCUE, INC.

Secretary/ Clerk

BY: _____
President

(SEAL)

BY: _____
Fire Chief



Town Council Regular Meeting Agenda

Agenda Item:	9-A
Date:	11/12/2019

Subject: Possible Adoption of Budget Amendment # 2 for Fiscal Year 2019 – 2020

This Budget Amendment is requested due to paving work on the streets that was budgeted for during Fiscal Year 2018 – 2019. The work and the invoice did not get completed and issued until during Fiscal Year 2019 – 2020. Our accounting system will not allow us to apply payments to Fiscal Year 2018 – 2019 for any invoices 90 days beyond the June 30th end of the Fiscal Year. We have already submitted our Powell Bill reporting for Fiscal Year 2018 – 2019 and are not allowed at this point to amend that report. This budget amendment allows us to pay this outstanding invoice without having a material finding on our audit.

Action Needed

Discussion

Recommendation

Action to approve budget amendment 2019 – 2020.2 in the amount \$118,968.11 to cover the street paving projects completed on Holly Street and S. Hines Street.

Attachments:

- A. Budget Amendment 2019-2020.2

**TOWN OF Holly Ridge
212 North Dyson St
Holly Ridge, N.C. 28445**

FISCAL YEAR 2019-2020

AMENDMENT TO THE BUDGET ORDINANCE

BA 2019-2020.2

BE IT ORDAINED by the Governing Board for the Town of Holly Ridge, North Carolina that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2020:

Section 1: To amend the General Fund appropriations with increases as follows:

DEPARTMENT NO: ACCOUNT

11-570-18-0	M/R Streets		\$	118,968.11
10-102-01-0	Oppering Account	\$	118,968.11	\$ -

Total Expenditures	\$ -
	\$ 118,968.11

This amendment will result in an increase to the following department(s): **Increasing M/R Streets: Budget Amendment is due to work that was budgeted for FY 19 but work and invoice did not get completed and issued until FY20. Our system will not allow us to apply payments to FY19 for any invoices 90 days beyond the June 30 and also we have already submitted our Powell Bill reporting for FY19. This amendment allows us to pay this outstanding invoice without having a material finding on our audit.**

Section 2: Copies of the budget ordinance amendment shall be furnished to the Town Clerk, the Council, the Budget Officer, and the Finance Officer for their direction.

Adopted this 12th Day of November 2019

Motion made by _____, 2nd by _____

VOTE: FOR: AGAINST: ABSENT:

ANITA DINGLER, MAYOR

CHARLES E. STRICKLAND II, FINANCE OFFICER

Budget Amendment 2

ORIGINAL BUDGET	7/1/2019	\$	2,874,151.00
Budget Amendment 1	8/14/2019	\$	200,000.00
Budget Amendment 2	11/12/2019	\$	118,968.11

New Budget Ordinance for FY 19-20	\$ -	
	\$ 3,193,119.11	