

Jeff Wenzel  
Mayor

Pamala Hall  
Mayor Pro-Tem

Greg Hines  
Councilmember

Rena Bragg  
Councilmember

Dexter Sholar  
Councilmember

Carolyn Stanley  
Councilmember

# Town of Holly Ridge

Post Office Box 145  
Holly Ridge, North Carolina 28445

Telephone (910) 329-7081  
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Heather Reynolds, CMC  
Town Manager

Tracy Martin  
Deputy Town Clerk

**HOLLY RIDGE TOWN COUNCIL  
REGULAR MONTHLY MEETING AGENDA  
October 11<sup>th</sup>, 2022  
All Items Are for Discussion and Possible Action  
6:30 p.m.**

1. **Call to Order**
2. **Invocation and Pledge of Allegiance**
3. **Approval of Agenda**
4. **Persons Wishing to Address the Town Council**
  - A. **ONWASA Update presented by Franky Howard, CEO**
5. **Public Hearings**
  - A. **Possible Approval of a Proposed Text Amendment of the Holly Ridge Zoning Ordinance to amend Section 7-4-12 to set a minimum area of 100 acres for outdoor firing ranges and Section 7-3-26 to remove the requirement for special use permits for outdoor firing ranges within the Rural Agricultural Zoning District**
    - **Motion to go into Public Hearing**
    - **Public Comments/Discussion**
    - **Motion to return to Regular Session**

**Recommendation: Action to approve a proposed Text Amendment of the Holly Ridge Zoning Ordinance to amend Section 7-4-12 to set a minimum area of 100 acres for outdoor firing ranges and Section 7-3-26 to remove the requirement for special use permits for outdoor firing ranges within the Rural Agricultural Zoning District.**
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**
    - **September 13<sup>th</sup>, 2022, Regular Meeting**
  - B. **Department Head Reports**
    - **Fire Department**
    - **Police Department**
    - **Planning & Zoning Inspections Report**

- Parks & Recreation Report

C. Committee Reports

- Planning Board
- Board of Adjustment
- ONWASA

8. Old Business

A. Update and Possible Adoption of the New Town Seal Design

Recommendation: For information and possible action

9. New Business

A. Discussion and Possible approval of a Resolution in Support of a Local Magistrate for the Town of Holly Ridge and Surrounding Areas

Recommendation: Action to approve a Resolution in Support of a Local Magistrate for the Town of Holly Ridge and surrounding areas.

B. Discussion and Possible Approval of a Resolution Accepting the Streets within the Neighborhood of Sages Ridge into the Town of Holly Ridge Maintained Road System

Recommendation: Action to approve a Resolution Accepting the Streets within the Neighborhood of Sages Ridge into the Town of Holly Ridge Maintained Road System.

C. Discussion and Possible Adoption of a Memorandum of Understanding with the Town of Topsail Beach for the Purpose of Inspections

Recommendation: Action to approve a Memorandum of Understanding with the Town of Topsail Beach Inspection Department

D. Discussion and Possible Adoption of a Contract Instructor Handbook, an Updated Community Center Rental Packet, and Call for a Public Hearing to Consider Amending Fee Schedule Pertaining to Parks and Recreation

Recommendation: Action to adopt the Contract Instructor Handbook, the Updated Community Center Rental Packet, and Call for a Public Hearing to be held November 8<sup>th</sup>, 2022.

E. Discussion and Possible Creation of the Holly Ridge Housing Authority Feasibility Team

Recommendation: Action to approve the Creation of the Holly Ridge Housing Authority Feasibility Team.

F. Presentation of a Proposal from Oren Klein & Jeff Lechmanick to Purchase Two Town-Owned Parcels consisting of .12 acres located on Green Street.

Recommendation: For consideration and direction.

10. Persons Wishing to Address the Town Council

11. Town Council Comments

12. Announcements:

- Monday, October 17<sup>th</sup>, 2022 – Friday, October 21<sup>st</sup>, 2022, Yard debris pickup
- Tuesday, October 18<sup>th</sup>, 2022 – Four Town Meeting Hosted by the Town of Holly Ridge – beginning at 12:00 p.m. in the Holly Ridge Community Center
- Tuesday, October 18<sup>th</sup>, 2022 – Planning Board Meeting – beginning at 6:30 p.m. in the Council Chambers
- Tuesday, October 25<sup>th</sup>, 2022 – Board of Adjustment Meeting – beginning at 6:30 p.m. in the Council Chambers
- Tuesday, November 8<sup>th</sup>, 2022 – Regular Town Council Meeting – beginning at 6:30 p.m. in the Council Chambers
- Friday, November 11<sup>th</sup>, 2022, Town Hall Closed in Observance of Veteran’s Day

- **Thursday, November 17<sup>th</sup>, 2022 – ONWASA Board Meeting – beginning at 6:00 p.m. in the Council Chambers**

**13. Closed Session**

**14. Adjournment**



**Planning & Zoning Department  
Staff Report  
Text Amendment  
Town Council Meeting Date:  
October 11, 2022**

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Request submitted by Wesley A. Wooten, Penslow, LLC, to amend Chapter 7 Sections 7-4-12 "Indoor/Outdoor Firing Range (Shooting Ranges) and 7-3-26 (Permitted Use Table)

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**Applicant:** Wesley A. Wooten, Penslow, LLC

**\*Planning Board Action Required:** Yes

**\*Town Council Action Required:** Yes

**Actions:**

1. **Approval** of the request as submitted.
2. **Denial** of the request.
3. **Modify and approval** of the amendments as submitted.
4. **Continue** to a future date to obtain additional information or to further consider information presented. The next available meeting date is November 8 2022.
5. **Accept consistency and reasonableness statement** submitted by the Holly Ridge Planning Board.

**Staff/Planning Board Recommendation:**

Town Staff and the Holly Ridge Planning Board recommend **Approval** of the proposed amendments.

The Planning Board considered this request and provided their recommendation during their regularly scheduled meeting on September 20, 2022.

## OVERVIEW

Wesley Wooten, of Penslow, LLC, has requested amendments to the Town's Zoning Ordinance pertaining to the regulations associated with firing, or shooting, ranges. The request is to amend Section 7-4-12, which provides the supplemental requirements associated with such ranges, by adding subsection B(3) to require outdoor ranges to be located on a minimum of one hundred (100) acres. Additionally, Mr. Wooten is requesting the Permitted Use Table (Section 7-3-26) be amended by removing the requirement for a Special Use Permit and allowing outdoor ranges as a use by right within the RA Zoning District. Compliance with the supplemented requirements associated with firing/shooting ranges would still need to be met prior to approval of such use.

Additionally, Town Staff offered recommendation to further amend Section 7-4-12(C) to replace the specified reference to "The Range Manual, A Guide to Planning and Construction", along with the subsequent chapters and sections, with "the most recent version of the NRA Range Source Book." It was Staff's recommendation that this be amended to ensure clarification was provided that the most recent versions of the NRA guidelines were required to be followed for such proposed uses. It was also Staff's recommendation to amend Section 7-4-12(H) to include verbiage that, as part of the required site plan, "a certificate signed by a licensed design professional attesting that all requirements of this section have been met." Verification by a professional engineer is already included for any construction standards, as provided in Section 7-4-12(C), and it was Staff's intent to have this required for the site plan as a whole as well to ensure compliance with the provided standards. Both the Planning Board and applicant agreed to include this as part of the requested amendment.

With the proposed amendments indicated in red, the supplemented requirements for indoor/outdoor firing range (shooting ranges) as found in Section 7-4-12 would read:

### **Section 7-4-12 Indoor/Outdoor Firing Range (Shooting Ranges)**

(A) This section is intended to regulate the establishment and operation of shooting range facilities. Such recreational and training complexes, due to their potential noise impacts and safety concerns, merit careful review to minimize adverse effects on adjoining properties. This section does not otherwise apply to the general discharge of firearms or the use of bows and arrows in accordance with all other applicable laws or regulations. Further, the regulations of this article have been made with reasonable consideration among other things, as to the character of the town and its areas and their peculiar suitability for these businesses and recreational facilities.

(B) It is the intent of this article to accomplish the following:

1. Shot containment. Each shooting range facility shall be designed to contain the bullets, shot or arrows on the range facility within the safety fan zone.
2. Noise mitigation. Each shooting range facility shall be designed to minimize offsite noise impacts generated by the activities conducted on the range facility.
3. **Minimum Area. Each outdoor shooting range facility shall be located on a minimum of one hundred (100) acres.**

(C) All new shooting facilities shall be designed, constructed and operated in strict compliance with National Rifle Association (herein referred to as the N.R.A.) standards **outlined in the most recent version of the NRA Range Source Book**, specifically ~~"The Range Manual, A Guide to Planning and Construction," Section 1: Chapters 1 through 7, Section 2: Chapters 1 through 18, Section 3: Chapters 1 through 12; Section 4~~ and verified by the NRA Range Technical Team, National Shooting Sports Foundation (NSSF), the U.S. Occupational Safety and Health

Administration (OSHA:), and the National Institute of Occupational Safety and Health (NOISH). In addition, construction standards shall comply with all appurtenant North Carolina Building Codes and verified by a professional engineer.

(D) Setbacks. All outdoor shooting stations on a range facility shall be located a minimum of 150 feet from any property line.

(E) Warning signs. Warning signs meeting N.R.A. guidelines for shooting ranges shall be posted at 100-foot intervals along the entire perimeter of the shooting range facility.

(F) Distance from occupied dwelling. All outdoor shooting range stations shall be located at least 1000 feet from any occupied dwelling, excluding those dwellings occupied by the range owner and staff of the range. A shooting range lawfully operating as a conforming use shall not be rendered nonconforming by the subsequent location of a residence within 1000 feet of the shooting station.

(G) The permittee shall be required to carry a minimum of \$500,000.00 of liability insurance. Such insurance shall name the town as an additional insured party and shall save and hold the town, its elected and appointed officials and employees acting within the scope of their duties harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising in favor of a person or group's members or employees or third parties on account of any property damage arising out of use of the range, or in any way arising out of the acts or omissions of the permittee, his/her group, club or its agents or representatives. The Town shall be notified of any policy changes or lapses in coverage.

(H) A site plan shall be prepared in accordance with Section 7-5-5 but shall also include a complete layout of each range, including shooting stations or firing lines, target areas, shot fall zones or safety fans, backstops, berms and baffles, when necessary and projected noise contours, **along with a certificate signed by a licensed design professional attesting that all requirements of this section have been met.**

(I) Permit display. Permits shall be kept and displayed in a readily visible location on the shooting range facility and at all times be available for public inspection.

(J) Permit transferability. A permit issued pursuant to this article may not be transferred to another operator without the written approval and consent of the town's Planning Department.

(K) Changes or expansions. If any shooting range facility is intended to be substantially changed or expanded to include types of ranges, operations or activities not covered by an approved permit or otherwise cause nonconformance with this article, a new permit for the entire facility shall be secured in accordance with all of the provisions of this article.

(L) Abandonment and discontinuance. When an existing shooting range is discontinued without the intent to reinstate the range use, the property owner shall notify the Town of such intent by providing written notice to the Planning Department.

Should the amendment be approved, approval of such uses would be granted by Town Staff as is the case with all other uses and development permitted by right within Holly Ridge. And, as with other such uses that may contain supplemented requirements, other agencies having authority will be consulted prior to any approvals being given.

Notification for the public hearing was provided as required by State and local law.

### **Staff/Planning Board Recommendation**

Staff and the Holly Ridge Planning Board recommend **APPROVAL** of the requested amendment as submitted.

Currently, there is not a minimum area requirement associated with outdoor firing/shooting ranges. The proposed amendment would require a minimum of one hundred (100) acres in order to operate such a use and would also afford more protective measures (i.e., shot fall areas, buffering, sound mitigation efforts, etc.) to be considered. It would also allow for additional assistance in determining an appropriate location for such uses by setting a minimum area to assist in determining compatibility with surrounding uses. Additionally, the removal of the Special Use Permit requirement would allow for more expeditious consideration for development to start for such a use.

The inclusion of the minimum acreage requirement would also limit this particular use into areas more apt for either low-density residential uses and/or those uses found within those areas designated as open space, such as nature trails, forestry, and agricultural uses.

### **Actions & Consistency Statements**

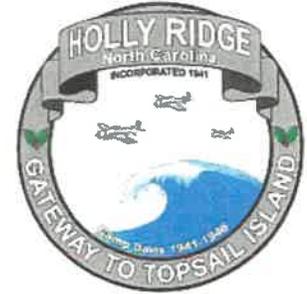
The Town of Holly Ridge Planning Board hereby recommends adoption of the proposed amendments of Chapter 7 of the Town's Code of Ordinances-Section 7-4-12-Indoor/Outdoor Firing Range (Shooting Ranges) and Section 7-3-26-Permitted Use Table and finds that (i) it is consistent with the Town's 2019 Comprehensive Land Use Plan because the minimum acreage requirement would place such uses within low-density and open space areas which uses would include agriculture and forestry activities as well as educational and recreational opportunities in more qualified open space as indicated on page 5-9 and 5-10 of the Land Use Plan and (ii) that it is in the public interest because it will advance the public health, safety, and/or welfare of the Town of Holly Ridge by requiring such uses to be located in a minimal area to which adequate safety and sound efforts are more readily able to be met.

# Town of Holly Ridge

Post Office Box 145

Holly Ridge, North Carolina 28445

Telephone (910) 329-7081 Fax (910) 329-1593



## TEXT AMENDMENT APPLICATION

Application must be completed in its entirety, accompanied by the \$300 application fee, and attachments as required on page two of this application. An incomplete application will be returned to the applicant and will result in delays to process the request. An applicant is encouraged to visit the planning and zoning department for a preliminary review of the request.

Date: 8/15/2022

Applicant: Penslow LLC Wesley A Wooten

Mailing Address: 8155 Malpass corner rd Currie NC 28435

Applicant Contact: wesley@lewisfarmsandliquidwaste.com (Cell): 910 604-0049

(Fax): \_\_\_\_\_

Type of Change Requested:

Ordinance Chapter 7 Section(s): 7-3-25 & 7-4-12 New Text  Revision of Text  X

Applicant is responsible for submitting the language for the proposed new text or the proposed revisions of text. A separate page may be submitted if needed.

Proposed Language for New Text:

Section 7-3-25 Permitted Use Table- "Recreation" Entertainment and Public Assembly"-- " Firing range, outdoor"- with RA change "Special Use with Supplemented Regulation (SS)" to Permitted with Supplemented Regulation (PS) ",

Proposed Language for Revised Text:

Section 7-4-12 Indoor/Outdoor Firing Range (Shooting Ranges)-- 7-4-12(B)(3)-- Minimum area -- Each outdoor shooting range facility shall be located on a minimum of 100 acree

Provide Explanation for Proposed Changes:

~~We would like to annex this property into the town of Holly Ridge for a possible shooting range. Annexion would provide Police & Fire services. If we are annexed we could then offer Holly Ridge residents a reduced rate creating a great amenity for Holly Ridge. This range facility will cost millions to build and without being a permitted use we could not justify the investment. Currently the zoning does not allow this use by right. With the amendment, this use would be permitted within the town.~~

The following items are to be submitted with the Application:

\$300 Fee Remitted with the Application : Cash or Check (made payable to Town of Holly Ridge).

10 Copies of Application and Attachments.

Wesley Wooten  
Signature of Applicant

8/16/22  
Date

Wesley Wooten  
Printed Name of Applicant

- Applicant should allow 30 days for staff review; at which time a public hearing will be scheduled, and the applicant will be notified by Town Staff.
- Application must be completed in its entirety with the required documents as stated above.
- Application Fee must be remitted with the application.

For Office Use

Date Application Filed: \_\_\_\_\_

Received By: \_\_\_\_\_

Fee Paid: \_\_\_\_\_ Check: \_\_\_\_\_ Cash: \_\_\_\_\_

Public Hearing Date: \_\_\_\_\_

Action Taken: \_\_\_\_\_

Use	OAR	R-20	R-15	R-15A	R-10	R10A	R7.5	R7.5A	R5A	C	NB	LI	MFR	RA
Cons/Env Restoration & Educational Activities	P													P
Fire and Rescue (EMS)										P	P	P		
Governmental facilities	P	S	S	S	S	S	S	S	S	P	P	P	P	P
Hospital (human)										S	S	S		
Libraries										P	P	S		
Liquor Store (ABC Store)										P	P	P		
Museums										P	P	S		
Parks and Playgrounds	P									P	P	S		
Police Department	P	S	S	S	S	S	S	S	S	P	P	P	P	P
Schools (elementary, middle, high, private)										P	P	S		S
US Postal Service										P	P	S		

### Recreation, Entertainment, and Public Assembly

Adult Establishments										SS				
Amusement park										P	–	P		
Arcade										P	P			
Baseball hitting ranges	P									P	P			
Billiard or pool halls										P	P			
Boat marina										S	S			
Bowling alley										P	P			
Dance schools										P	P			
Dragstrip and race tracks												S		S
Electronic gaming operation										SS	SS			
Firing range, indoor										SS	SS	SS		
Firing range, outdoor	SS											SS		SS
Fishing lakes/impoundments	P													P
Go cart track										S	–	S		
Golf course, public/private	S									S	S			
Golf driving range										S	S			
Greenways	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Health club										P	P	S		
Horse show/riding facility														S
Hunting Preserves/Hunt Clubs	S													P
Livestock petting zoo										P	S	S		S
Miniature golf										P	P			
Motorcross track												S		S
Movie theatres (indoor)										P	P	S		
Private recreation clubs (non-adult)										P	P	S		
Rodeo	S													S
Skating rink										P	P	S		
Stable (private)														P
Stable (public)														P

### Transportation, Wholesaling, and Warehousing

Airport												S		S
Ambulance service										P	P			



# Town of HOLLY RIDGE

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

**ORDINANCE AMENDING THE HOLLY RIDGE CODE OF ORDINANCES  
CHAPTER 7 SECTION 7-4-12 TO INCLUDE A MINIMUM AREA OF PROPERTY FOR  
OUTDOOR FIRING/SHOOTING RANGES AND CHAPTER 7 SECTION 7-4-26 TO  
REMOVE THE REQUIREMENT FOR AN APPROVED SPECIAL USE PERMIT FOR  
OUTDOOR FIRING/SHOOTING RANGES WITHIN THE RA DISTRICT**

WHEREAS, the Town of Holly Ridge has enacted a Zoning Ordinance to protect the safety and welfare of all citizens and visitors of the Town of Holly Ridge through ordinances and regulations related to land use; and

WHEREAS, in efforts to provide more clarity and direction for land uses and development for citizens, developers, Town Staff and other stakeholders; and

WHEREAS, the proposed amendments to the Zoning Ordinance are consistent with the Town's 2019 Comprehensive Land Use Plan because the minimum acreage requirement would place such uses within low-density and open space areas which uses would include agriculture and forestry activities as well as educational and recreational opportunities in more qualified open space as indicated on page 5-9 and 5-10 of the Land Use Plan and that it is in the public interest because it will advance the public health, safety, and/or welfare of the Town of Holly Ridge by requiring such uses to be located in a minimal area to which adequate safety and sound efforts are more readily able to be met; and

WHEREAS, this proposed amendment was the subject for discussion during the Holly Ridge Planning Board on September 20, 2022 where it was determined by the Board to recommend approval of these proposed amendments as submitted; and

WHEREAS, this proposed amendment was advertised in accordance with local and State laws for public hearing and was discussed by the Holly Ridge Town Council during their regular meeting on October 11, 2022.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HOLLY RIDGE:**

1. The Holly Ridge Code of Ordinances is amended as follows:

Adding Section 7-4-12(B)(3)—Minimum area  
Each outdoor shooting range facility shall be located on a minimum of one hundred (100) acres.

Section 7-3-26-Permitted Use Table-Recreation, Entertainment, and Public Assembly  
“Firing range, outdoor” permitted with supplemented requirements and no  
longer required to obtain approved Special Use Permit within the RA District

- 2. All ordinances or parts of ordinances of the Town of Holly Ridge which are in conflict herewith are hereby repealed to the extent of such ordinance.
- 3. This ordinance shall be effective upon its adoption.

Duly adopted by the Town Council in regular session, upon the motion of \_\_\_\_\_ and the second of \_\_\_\_\_ this the 11<sup>th</sup> day of October, 2022 on a vote \_\_\_\_ to \_\_\_\_.

\_\_\_\_\_  
Jeff Wenzel, Mayor

**ATTEST:**

\_\_\_\_\_  
Heather Reynolds, Town Clerk

**Holly Ridge Vol Fire Rescue**

**9/22**

<b>Date</b>	<b>Call Type</b>	<b>Time</b>	<b>Location</b>
1	Aircraft Standby	0856	Town
2	Medical Emergency	1831	Town
3	Event Standby	1457	Town
4	Traffic Crash	0444	County
5	Medical Emergency	1108	Town
5	Medical Emergency	1401	Town
5	Vehicle Fire	1633	County
6	Medical Emergency	1756	County
6	Structure Fire	1935	M/A
7	Medical Emergency	0336	County
7	Medical Emergency	1316	Town
7	Medical Emergency	1532	Town
10	Traffic Crash	1447	County
10	Medical Emergency	1735	County
10	Medical Emergency	1824	County
11	Medical Emergency	1055	County
11	Medical Emergency	1618	Town
12	Electrical Hazard	0026	Town
12	Outside/Brush Fire	0720	Town
12	Medical Emergency	0958	Town
14	Fire Alarm Activation	0213	Town
14	Medical Emergency	0641	Town
14	Medical Emergency	1016	County
14	Structure Fire	1836	M/A
15	Traffic Crash	0217	M/A
15	Traffic Crash	0648	M/A
15	Medical Emergency	1959	Town
16	Fire Alarm Activation	1633	M/A
17	Outside/Brush Fire	1212	County
17	Medical Emergency	1048	Town
17	Medical Emergency	1610	Town
17	Medical Emergency	2010	County
18	Medical Emergency	1726	Town
18	Structure Fire	1904	M/A
19	Medical Emergency	0117	Town
19	Medical Emergency	0111	Town

19	Medical Emergency	0145	Town
19	Medical Emergency	1055	Town
19	Medical Emergency	2229	Town
20	Medical Emergency	0839	Town
22	Traffic Crash	1802	County
23	Medical Emergency	1245	Town
23	Aircraft Standby	1938	Town
24	Medical Emergency	0851	Town
25	Traffic Crash	0634	County
26	Medical Emergency	1304	Town
26	Medical Emergency	1927	Town
26	Structure Fire	2023	M/A
26	Structure Fire	1857	M/A
27	Medical Emergency	1037	Town
28	Gas Leak	2343	Town
28	Medical Emergency	0249	Town
28	Fire Alarm Activation	1043	Town
29	Traffic Crash	2258	County
30	Structure Fire	1109	M/A
30	Traffic Crash	1128	County
30	Electrical Hazard	2232	Town

**Total** **57**

**Staff on Duty** **26**

# Holly Ridge Vol Fire and Rescue

9/22

	Town	County	M/A	Total
Structure Fire			6	6
Medical Emergency	24	7		31
Traffic Crash	6		2	8
Fire Alarm Activation	2		1	3
Electrical Hazard	2			2
Event Standby	1			1
Gas Leak	1			1
Outside/Brush Fire	1	1		2
Vehicle Fire	1			1
Landing Zone Standby	2			2
	40	8	9	57

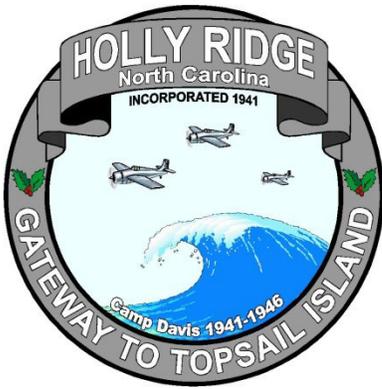
# Activity Log Event Summary (Cumulative Totals)

## Holly Ridge Police Department

(09/01/2022 - 09/30/2022)

# 4 Assault	1	#18 Narcotics	1
#19 Disturbance	16	#20 Domestic	3
#21 DWI	1	#26 Alarm Activation	5
#27 Suspicious Person	12	#27 Suspicious Vehicle	3
#33 Traffic	40	#34 Crash Report	4
#35 E-Citation	33	#35 Traffic Citation	4
#35 Traffic Citation-Expired registration	1	#35 Traffic Citation-NOL	1
#35 Traffic Citation-Passing Stopped School Bus	1	#35 Traffic Citation-Speeding	5
#35 Traffic Citation-Stop light	2	#38 Assist Motorist	3
#41 Vehicle Unlock	2	#44 Property Damage	1
#46 Open Door	1	#47 Building Check	34
#48 Welfare Check	2	#52 Assist EMS	5
#52 Assist Fire Dept.	3	#52 Assist NCSHP	1
#52 Assist O.C.S.D.	4	#52 Assist P.C.S.D.	1
#52 Assist SCPD	1	#53 Arrest Warrant/Wanted	7
#54 Trespassing	1	#58 General Police Service	35
#63 Town Ordinance Violation	1	#65 Civil Citation	1
<No Event Type Specified>	1	Arrest	8
Business Check	656	Vehicle Stop	18
Verbal Warning	20	Written Warning	2

**Total Number Of Events: 941**



# Town Council Regular Meeting Agenda

Agenda  
Item: **7-B4**  
Date: 10/11/2022

**Subject: Building and Inspections Department Report for the Month of  
September 2022**

<b>06</b>	<b>New Residential SFD</b>
<b>16</b>	<b>Residential Permits</b>
<b>30</b>	<b>Total Permits Issued</b>
<b>18</b>	<b>New Residential CO' s</b>
<b>08</b>	<b>New Commercial</b>
<b>01</b>	<b>Residential CC</b>
<b>19</b>	<b>Total Certificates Issued</b>
<b>423</b>	<b>Inspections performed over 116 Permits</b>



# Town Council Regular Meeting Agenda

Agenda Item:	7-B5
Date:	10/11/2022

## Subject: Department Head Report – Parks and Recreation

- **RecDesk**
  - Town Staff purchased RecDesk as the recreation management software for the Town through Capital Expenditures. This program will integrate with the Town's website.
  - Software features include, Billing & Invoicing, Financial Reporting, Facility Scheduling, League & Program Management, Online Reservations & Registrations, Email Marketing Tools and more!
  
- **Contract Instructor Handbook**
  - An Independent Contract Instructor is a person or business who performs services for the Department under an expressed or implied Independent Contract Instructor Agreement. This handbook will outline all the policies and procedures that are required to work with the Town of Holly Ridge and how to manage activities and programs held on Town property.
  - All registration fees will be collected by the Department, and the Town will retain a percentage of each program with the percentage as follows: 60% Instructor/40% Town. The Town retains the percentage based on their management of the Facility Usage & Maintenance, Program Registration, and Advertising & Promotions.
  
- **Community Center Rental Packet**
  - The updated Community Center Rental Packet is updated to include all policies and procedures related to renting the facility.
  - The only major change recommended is to allow Beer & Wine only. This will alleviate any issues with Liability in the event of an incident on the Town property.
  
- **Fee Schedule**
  - The current fees have not been assessed since March 11<sup>th</sup>, 2008. After doing a fee study based on current rates and fees processed through Surf City, Onslow County, and Jacksonville, we would like to amend the Parks and Recreation Fee Schedule to reflect the attached document.
  
- **Upcoming Events**
  - Hometown Christmas – Saturday, December 3<sup>rd</sup>
  - As the Town continues to grow through events and community involvement, we are making the recommendation to move the 35-foot Christmas Tree to the greenspace behind Town Hall or in front of the Community Center. While still visible to the majority of Town residents, this recommendation is based on making the Hometown Christmas and Tree Lighting as safe and successful as possible. The Hometown Christmas event will be held in the Community Center from 1-4pm on Saturday, December 3<sup>rd</sup> with the Tree Lighting at 5pm, sharp. If the tree is located at either the Town Hall or Community Center location, it will be safe access for anyone who is transitioning from the Hometown Christmas, as well as bringing more awareness to our parks and amenities.



# Town Council Regular Meeting Agenda

Agenda Item:	7-C1
Date:	10/11/2022

**Subject: Planning Department Report**

There was a Planning Board Meeting held September 27th, 2022.

The next Planning Board Meeting is scheduled for Tuesday, October 18th, 2022, beginning at 6:30 p.m. in the Council Chambers.



# Town Council Regular Meeting Agenda

Agenda Item:	7-C2
Date:	10/11/2022

**Subject: Committee Report – Board of Adjustment**

A Board of Adjustment Meeting was not held in September 2022.

The next Board of Adjustment meeting is scheduled for Tuesday, October 25th, 2022, beginning at 6:00 p.m. in the Council Chambers.



# Town Council Regular Meeting Agenda

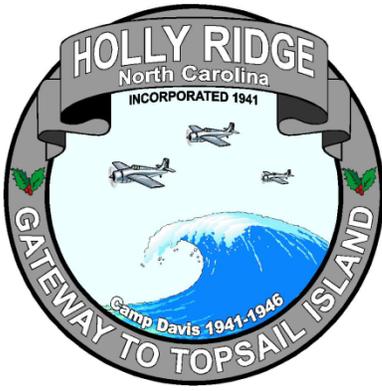
Agenda Item:	7-C3
Date:	10/11/2022

**Subject: Committee Report – ONWASA**

The next scheduled meeting for ONWASA is Thursday, November 17th, 2022.

A link to their Agenda can be found at the following link

<https://www.onwasa.com/AgendaCenter>



# Town Council Regular Meeting Agenda

Agenda Item:	<b>8-A</b>
Date:	10/11/2022

**Subject: Update and Possible Adoption of the New Town Seal Design**

## Issue Statement

The final edits of the Town Seal design are complete. Tonight, staff is requesting the Town Council to officially adopt the new seal. If the Town Council is in favor, the next steps would be for the Committee to reconvene to discuss application of the seal and if a logo is going to be created, how it would differ from the Town seal.

## Action Needed

Discussion

## Recommendation

For information and possible action.

## Attachments:

- A. Seal Concept





# Town Council Regular Meeting Agenda

Agenda

Item:

9-A

Date:

10/11/2022

**Subject: Discussion and Possible approval of a Resolution in Support of a Local Magistrate for the Town of Holly Ridge and Surrounding Areas**

## **Issue Statement:**

Over the last year the Police Department completed 152 arrests that were required to be seen by a Magistrate. The closest Magistrate is approximately 21 miles away from Holly Ridge and when an Officer needs to take an arrest to a Magistrate, they are away from patrol for an average of 2.5 hours each time.

The other local Towns are experiencing the same issues and Teresa Batts with the Surf City Town Council came up with the idea to request a Magistrate for our local area. This has been a topic during the Greater Topsail Community Alliance meetings, which Mayor Pro-Tem Hall is appointed to. The GTCA is requesting each of the four Town's adopt a Resolution in support of a Local Magistrate.

## **Action Needed**

Discussion

## **Recommendation**

Action to approve a Resolution in Support of a Local Magistrate for the Town of Holly Ridge and surrounding areas.

## **Attachments:**

- A. Resolution of Support

Jeff Wenzel  
Mayor

Pamala Hall  
Mayor Pro-Tem

Greg Hines  
Councilmember

Rena Bragg  
Councilmember

Dexter Sholar  
Councilmember

Carolyn Stanley  
Councilmember

# *Town of Holly Ridge*

*Post Office Box 145  
Holly Ridge, North Carolina 28445*

*Telephone (910) 329-7081  
Fax (910) 329-1593*



Heather Reynolds, CMC  
Town Manager

Tracy Martin  
Deputy Town Clerk

## **RESOLUTION IN SUPPORT OF A LOCAL MAGISTRATE**

**WHEREAS**, the magistrate has the authority to set release conditions, process dispositions by waiver for misdemeanors and infractions involving alcohol, traffic, boating, state park/recreational areas, littering, and wildlife, and issue arrest and search warrants

**WHEREAS**, the magistrate holds a key position that is necessary for proper execution of arrests; and

**WHEREAS**, the nearest magistrate to the Holly Ridge Police Department is approximately 21.5 miles away; and

**WHEREAS**, the Town of Holly Ridge has 2 officers on duty each shift and driving to the closest magistrate takes an officer away from patrol for an average of 2-3 hours; and

**WHEREAS**, 152 arrest were made in the past year from September 2021 – September 2022 and;

**WHEREAS**, 152 of those arrest were required to be seen by a magistrate with no cite and release option; and

**WHEREAS**, over the past year Holly Ridge police officers drove an estimated total of 5776 miles to and from the magistrate in Jacksonville using approximately 380 gallons of fuel at a significant cost.

**NOW, THEREFORE BE IT RESOLVED**, that the Town of Holly Ridge, by resolution is in support of placing a magistrate in Holly Ridge, NC (Onslow County) which could be utilized by the Surf City Police Department.

**Adopted this the 11<sup>th</sup>, day of October 2022.**

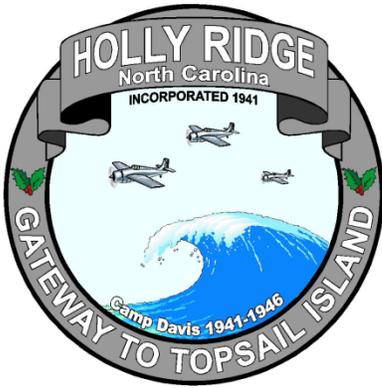
**ATTEST:**

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Jeff Wenzel, Mayor

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Tracy Martin, Deputy Clerk



# Town Council Regular Meeting Agenda

Agenda Item:	<b>9-B</b>
Date:	10/11/2022

## **Subject: Discussion and Possible Approval of a Resolution Accepting the Streets within the Neighborhood of Sages Ridge into the Town of Holly Ridge Maintained Road System**

### **Issue Statement**

The street repairs requested by the Town in Sage's Ridge were completed to the satisfaction of the Town by Mr. Danny Ottaway. Mr. Ottaway has petitioned the Town for these streets to be accepted into the Town Maintained Road System. A Resolution to accept these streets is required to be adopted by the Town Council. If accepted, the Town will be adding an additional .7 miles of paved streets into the Road System, which will be added to the Powell Bill Maps for this year.

Below please find the recommendation from Mike McFann, Public Works Director.

*"All maintenance and repairs listed in the inspection report provided by the Town have been completed to minimum standards per Section 5, and 6G of the Town of Holly Ridge Policy for Street Improvements and Maintenance. Confirmation of valid right of way documentation and compliance of minimum standards, I recommend to Town Council the acceptance of these streets into the Town Maintained Road System."*

The Inspection report which contains over 160 pages is available upon request, as it is too large of a document to email. The bituminous seal coat was professionally installed over all roadways within Sage's Ridge in accordance with the Town's Policy.

### **Action Needed**

For discussion

### **Recommendation**

Action to approve the Resolution Accepting the Streets within the Neighborhood of Sages Ridge into the Town of Holly Ridge Maintained Road System.

**Attachments:**

- A. Petitions for Acceptance of the Streets
- B. Resolution for Adoption

PETITION FOR ADDITION OF PUBLIC STREETS  
TO THE SYSTEM OF  
THE TOWN OF HOLLY RIDGE, NORTH CAROLINA  
(Developers/Builders)

I hereby certify, as the owner, that to the best of my knowledge the improvements in the SAGES RIDGE subdivision have been constructed in accordance with the preliminary plan and are shown on a record map filed in the Onslow County Register of Deeds Office. All work conforms to the construction standards of the Subdivision Ordinance and the Town of Holly Ridge Policy for Street Improvements and Maintenance.

I, therefore, request that the Town of Holly Ridge consider the following streets in the SAGES RIDGE subdivision for maintenance purposes. I understand that the acceptance of said street shall be made only by the Town Council of Holly Ridge in accordance with the Town's policy for Street Improvements and Maintenance.

Street Name	To	From	Approximate Length (in ft.)
1. SAGES RIDGE DR.			1300
2. OAK RIDGE DR			465
3. PINE RIDGE LANE			465
4. RIDGEWAY LANE			465
5. HAZELWOOD DR			1120
6.			
7.			
8.			
9.			
10.			

(Attach additional sheets if necessary)

OTTAWAY DEVELOPMENT LLC

Owner Name

5-19-2020

Date

10401 CHAPEL HILL RD MORRISVILLE N.C  
27560

Address

919-467-9988

Phone Number

Accepted by the Motion of the Town Council of Holly Ridge on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Jeff Wenzel  
Mayor

Pamala Hall  
Mayor Pro-Tem

Greg Hines  
Councilmember

Dexter Sholar  
Councilmember

Carolyn Stanley  
Councilmember

Rena Bragg  
Councilmember

# Town of Holly Ridge

Post Office Box 145  
Holly Ridge, North Carolina 28445

Telephone (910) 329-7081  
Fax (910) 329-1593



Heather Reynolds  
Town Manager

Tracy Martin,  
Deputy Town Clerk

## A RESOLUTION ACCEPTING STREETS WITHIN THE SAGES RIDGE SUBDIVISION INTO THE TOWN OF HOLLY RIDGE MAINTAINED ROAD SYSTEM

**WHEREAS**, the roads listed herein below are located within the corporate limits of Holly Ridge and have been found to be constructed to the required Town standards; and

**WHEREAS**, in October 2022, the Town of Holly Ridge received notification from Mr. Ottaway of the roads within the Sage's Ridge development of Holly Ridge being repaired pursuant to recommendation from the Public Works Director; and

**WHEREAS**, the Town of Holly Ridge will take full responsibility for the care and maintenance of said roads and will add the roads listed below to the Town of Holly Ridge Powell Bill Map at the appropriate time;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town of Holly Ridge Town Council does hereby find and declare the roads, more particularly described below, totaling .7 miles of The Sages Ridge Subdivision of Holly Ridge to be added to the Town of Holly Ridge Street System for maintenance upon adoption of this Resolution.

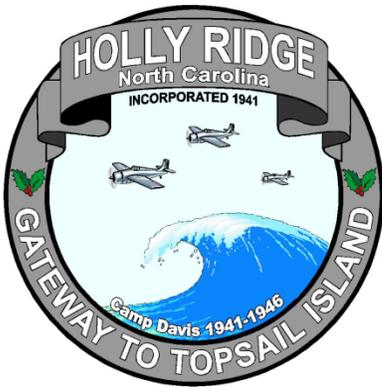
<b>Hazelwood Dr</b>	<b>.2</b>
<b>Sages Ridge Dr</b>	<b>.2</b>
<b>Oak Ridge Ln</b>	<b>.1</b>
<b>Pine Ridge Ln</b>	<b>.1</b>
<b>Ridgeway Ln</b>	<b>.1</b>
<b>TOTAL</b>	<b>.7 Miles</b>

Adopted this 11th, day of October 2022.

ATTEST:

\_\_\_\_\_  
Jeff Wenzel, Mayor

\_\_\_\_\_  
Tracy Martin, Deputy Clerk



# Town Council Regular Meeting Agenda

Agenda

Item:

9-C

Date:

10/11/2022

**Subject: Discussion and Possible Adoption of a Memorandum of Understanding with the Town of Topsail Beach for the Purpose of Inspections**

## **Issue Statement:**

The Town of Topsail Beach has requested a Memorandum of Understanding, so our Building Inspectors are able to assist them with their Inspections while they are conducting a search for a replacement for their Town. The State requires an agreement to be in place for the authority as inspectors to exist in other municipalities. This agreement would also allow their inspectors to assist us with inspections should the need arise.

## **Action Needed**

Discussion

## **Recommendation**

Action to approve a Memorandum of Understanding with the Town of Topsail Beach for the purpose of Inspections.

## **Attachments:**

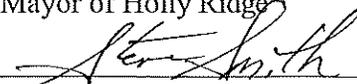
- A. Resolution of Support

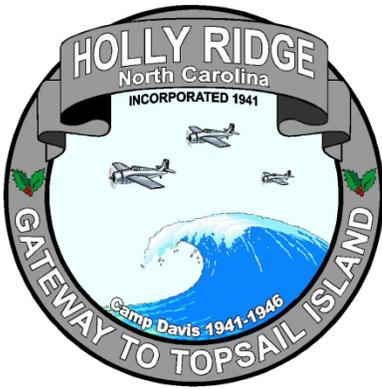
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TOWN OF HOLLY RIDGE, BODY POLITIC  
THE TOWN OF TOPSAIL BEACH, BODY POLITIC

This Memorandum of Understanding (MOU) is entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the Town of Holly Ridge and the Town of Topsail Beach acting by and through Mayor of Holly Ridge and the Mayor of Topsail Beach.

1. Purpose: To provide substitute personnel to conduct inspections for the parties of agreement when their respective personnel are unavailable.
2. Work Responsibilities: Upon request, the Building and/or Fire Inspector for these two Government units may provide inspection services to the unavailable Inspector without compensation for a limited time period as specified by the Mayors of the Government unit providing the services.
3. Limitation of Liability: Any entity or substitute inspector providing building and/or Fire inspection services for another city or county who is a party to this MOU shall be held harmless by the beneficiary of said services should a liability issue arise.
  - a. The city or county receiving the benefit of the substitute services shall be solely responsible and liable for any action that arises from services rendered pursuant to this MOU.

Termination: Upon written notice by either party, this MOU may be terminated for reason by any of the participating governing Bodies of Government.

_____ Mayor of Holly Ridge	_____ Date
 _____ Mayor of Topsail Beach	9-16-2022 _____ Date



# Town Council Regular Meeting Agenda

Agenda

Item:

9-D

Date:

10/11/2022

**Subject: Discussion and Possible Adoption of a Contract Instructor Handbook, an Updated Community Center Rental Packet, and Call for a Public Hearing to Consider Amending Fee Schedule Pertaining to Parks and Recreation**

## Issue Statement:

Audrey Goyer will be presenting the following items to the Town Council for consideration:

- **Contract Instructor Handbook**
  - An Independent Contract Instructor is a person or business who performs services for the Department under an expressed or implied Independent Contract Instructor Agreement. This handbook will outline all the policies and procedures that are required to work with the Town of Holly Ridge and how to manage activities and programs held on Town property.
  - All registration fees will be collected by the Department, and the Town will retain a percentage of each program with the percentage as follows: 60% Instructor/40% Town. The Town retains the percentage based on their management of the Facility Usage & Maintenance, Program Registration, and Advertising & Promotions.
  
- **Community Center Rental Packet**
  - The updated Community Center Rental Packet is updated to include all policies and procedures related to renting the facility.
  - The only major change recommended is to allow Beer & Wine only. This will alleviate any issues with Liability in the event of an incident on the Town property.
  
- **Fee Schedule**
  - The current fees have not been assessed since March 11<sup>th</sup>, 2008. After doing a fee study based on current rates and fees processed through Surf City, Onslow County, and Jacksonville, we would like to amend the Parks and Recreation Fee Schedule to reflect the attached document.

- **Upcoming Events**

- Hometown Christmas – Saturday, December 3<sup>rd</sup>
- As the Town continues to grow through events and community involvement, we are making the recommendation to move the 35-foot Christmas Tree to the greenspace behind Town Hall or in front of the Community Center. While still visible to most Town residents, this recommendation is based on making the Hometown Christmas and Tree Lighting as safe and successful as possible. The Hometown Christmas event will be held in the Community Center from 1-4pm on Saturday, December 3<sup>rd</sup> with the Tree Lighting at 5pm, sharp. If the tree is located at either the Town Hall or Community Center location, it will be safe access for anyone who is transitioning from the Hometown Christmas, as well as bringing more awareness to our parks and amenities.

**Action Needed**

Discussion

**Recommendation**

Action to adopt the Contract Instructor Handbook, the Updated Community Center Rental Packet, and Call for a Public Hearing to be held November 8th, 2022.

**Attachments:**

- A. Independent Contractor Instructor Handbook
- B. Amended Community Center Rental Packet
- C. Fee Study



# HOLLY RIDGE PARKS AND RECREATION INDEPENDENT CONTRACT INSTRUCTOR HANDBOOK

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HOLLY RIDGE PARKS & RECREATION  
HOLLYRIDGENC.ORG | 910-329-7081

# Independent Contract Instructor Handbook

212 North Dyson Street, Holly Ridge, NC  
910-329-7081/ [hollyridgenc.org](http://hollyridgenc.org) / [parksandrec@hollyridgenc.org](mailto:parksandrec@hollyridgenc.org)

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## 1. Introduction

Thank you for your interest in becoming an Independent Contract Instructor (Instructor) with the Town of Holly Ridge Parks and Recreation Department (Department). We are excited about the possibility of working together to reach our common goals and serve the community. The Department is dedicated to providing a variety of quality recreational opportunities to residents of Holly Ridge.

This handbook explains policies and procedures that must be followed to work with the Town of Holly Ridge.

It outlines the requirements to become an Independent Contract Instructor, guidelines for managing your activities and most importantly, what you will need to know upon handling the safety of yourself and others in the event of an incident or emergency.

## 2. Overview of Proposal Process

### b. Definition of Independent Contract Instructor

According to the Internal Revenue Service, the general rule is that an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done. The earnings of a person who is working as an independent contractor are subject to Self-Employment Tax.

An Independent Contract Instructor is a person or business who performs services for the Department under an expressed or implied Independent Contract Instructor Agreement and who is not subject to the other's control, or right to control, the manner and means of performing the services; not as an employee. This means both parties will be acting in an independent capacity and not as agents, employees, parties or joint ventures of one another.

### c. Why Teach with Holly Ridge Parks and Recreation?

Holly Ridge Parks and Recreation provides recreational and leisure activities to Holly Ridge and Topsail Island area residents and visitors throughout the year. Here are some features our department can offer you as an Instructor:

- The Town of Holly Ridge has indoor and outdoor facilities that range in capacity and size.
- Holly Ridge Community Center will handle all program registration and payment.  
We accept all forms of payment for the convenience of our participants.
- Holly Ridge has become known for our quality of recreational offerings providing a positive platform for recreational programs.
- We promote programs and activities on our website, calendars and on our social media pages distributed to over 5,000 followers.

#### **d. How our Program Works**

The Department utilizes Instructors to provide recreational services to our community. Programs may be designed for youth, teens, adults, families and seniors. We are always open to new and creative ideas!

1. The process begins with the Instructor proposing a program or activity using the enclosed Program Proposal and then submitting the proper form to the Department.
2. Department staff will review the proposal and assess the content of the program to determine its potential in meeting the Department's vision and goals. You may then be contacted for a more detailed discussion and/or interview.
3. The Department and the Instructor will work together to determine the specific design of the program in regard to scheduling, facility availability, fee structure, participant maximums/minimums, program descriptions, etc.
4. Once Department staff and Instructor verbally enter into an agreement, a written contract will be produced that details the programs or services that you agree to provide.

#### **e. Submitting a Program Proposal**

All activities must be proposed and submitted to Holly Ridge Parks and Recreation. Online forms are available at [hollyridgenc.org](http://hollyridgenc.org) and can be submitted electronically to the respective department.

Submitting a proposal does not guarantee the activity will be added to the recreational offerings of Holly Ridge Parks and Recreation. Approvals will be dependent upon the following conditions, including but not limited to: the subject matter's potential for meeting the Department's programming needs and priorities and/or Instructor's subject knowledge and teaching experience and the availability of facilities.

See Appendix A.

### **3. Independent Contract Instructor Requirements**

#### **f. Background Checks**

As a condition of the Independent Contract Instructor Agreement, the Town of Holly Ridge requires all Instructors to complete a criminal background check form through the Department prior to teaching any programs. This screening confirms the Instructor has no criminal convictions.

This information will be used for background and screening purposes only and will not be used as selection criteria.

Background checks will need to be resubmitted with any significant gap in teaching, generally over one year.

See Appendix B.

#### **g. W-9 Request for Taxpayer Identification Number and Certification Form**

Instructors are not considered Town employees, and therefore, are not eligible for Town benefits. It is the Instructor's responsibility to pay any and all income taxes, as the Town of Holly Ridge does not withhold State or Federal Income Tax. The Town does report all earnings to the IRS through Form 1099 which you will receive. All Instructors are required to complete a W-9 Form.

See Appendix C.

#### **h. Insurance & Worker's Compensation Requirements**

Instructors are required to obtain and provide a current Certificate of Liability Insurance. The Town of Holly Ridge requires Comprehensive General Liability Insurance, including owned and non-owned with a minimum combined single limit in the amount of \$500,000 per occurrence for bodily or personal injury to, illness of, or death of persons, and damage to property. All such liability insurance should name the Town of Holly Ridge as additional insured.

The Department does not tolerate any lapses in insurance coverage. If a lapse occurs, we reserve the right to cancel your program without notice.

### **4. Policy & Procedures**

#### **i. Americans with Disabilities Act**

The Americans with Disabilities Act or ADA is federal legislation, which guarantees equal opportunity for individuals with disabilities in employment, public accommodations, transportation, local and state government and telecommunications.

It is the policy of the Town of Holly Ridge to fully comply with the provisions of the ADA and to make reasonable accommodations to individuals with vision/hearing impairments or other disabilities so they can have an equal opportunity to participate unless an undue burden would result.

#### **j. Discrimination and Harassment**

The Town of Holly Ridge is committed to providing an environment that is free from discrimination and harassment based on race, age, creed, color, religion, national origin or ancestry, sex, gender, disability, veteran status, genetic information, sexual orientation, gender identity or expression, or pregnancy.

Violation of this policy will result in immediate termination of contract.

#### **k. Professional Conduct**

Although Instructors are not Town of Holly Ridge employees, they still represent the Town and as such must conduct themselves in a professional manner; this includes dressing and speaking professionally, and supporting the Town of Holly Ridge's policies, procedures, and decisions.

Profanity is not allowed in the community center or premises. Instructors who use music for their programs must choose songs that do not use profanity.

#### **l. Communication Guidelines**

Please know the Instructor is prohibited from using any participant information, rosters, mailing lists, etc. for any purposes other than authorized Town use.

It is important to maintain a clear line of communication between the Department and Instructor. As an Instructor, if you have any questions, concerns or issues regarding your program/activity, **your first point of contact is the program supervisor with whom you coordinate your program/activity with.**

We encourage Instructors to stay connected with their supervisor throughout the year via email or phone. We will periodically send out emails regarding payments, enrollment information and other important news pertaining to your program/activity.

#### **m. Program Scheduling**

Instructors are responsible for submitting program schedules through the Program Proposal. Department staff will try to accommodate Instructor's schedule request.

The Department observes all major holidays. Please keep in mind that these holidays may affect your program schedules.

#### **n. Management of Facilities/Storage**

Holly Ridge Parks and Recreation will ensure that all facilities are clean and ready for general use. All Instructors will be allowed to set up their rooms/ activity area 15 minutes prior to the beginning of program/program activities. The Instructor must always leave the room/activity area in the condition in which it was found. This means cleaning up any materials (art supplies, paper, equipment etc.) and replacing any furniture and/or equipment back to its original location after the program ends.

Instructors may not use any Town owned property including copy machines, fax machines, computers, materials, and/or equipment without prior approval of the Department staff. All equipment, materials, and copies will be provided at your expense.

If you notice any problems with the facility, please report it directly to Department staff.

#### **o. Advertising & Promotion**

The Department is responsible for all publications including but not limited to flyers, social media posts, and press releases. All promotions including social media posts must be approved by Holly Ridge Parks and Recreation prior to public distribution.

All program listings will be published on the Parks and Recreation website, [hollyridgenc.org](http://hollyridgenc.org) and Facebook.

Instructors are encouraged to provide descriptions, photographs and creative suggestions for the promotion of their programs. Instructors are encouraged to share their program flyers/events.

#### **p. Registration Policy**

All registration will take place through the Department. Under no circumstances is an Instructor to accept payments. All participants must pre-register with the Department before being allowed into any program. Participants who have not paid are not allowed to attend the program until payment is made in full.

To better serve the community, registration is available online at [hollyridgenc.org](http://hollyridgenc.org).

#### **q. Liability Waiver & Photo Release**

All participants must sign a liability waiver at the time of registration **before participating in a program/activity**. Instructors may not allow participants to engage in an activity unless they have registered, paid and signed the liability waiver.

The Town of Holly Ridge may photograph or video program participants and recreational users of Town facilities to use for promotional materials. Unless, informed otherwise at the time of registration, staff will presume consent to be photographed or videoed.

As a part of the Independent Contract Instructor Agreement, the Instructor grants full permission to the Department for use of his or her name, photographs, videos, recordings, etc. for any publicity and promotion purposes without obligation or liability to the Instructor.

#### **r. Program Rosters & Participation**

A list of all program participants should be obtained prior to the start of each program from the front desk. It is the responsibility of the Instructor to take attendance at each program. This is especially important for large programs where participants may have shown up to program without paying. Please inform individuals who have not paid to register at the online or with the Department supervisor.

Participants must either be on your attendance sheet or have a Parks and Recreation issued receipt before you admit them to your program.

Before exiting the facility, the Instructor is expected to return to the front desk to sign a reconciliation form if applicable.

A list of all program participants is available to Instructors after each program/activity. It is the responsibility of the Instructor to verify the accuracy of the roster prior to reconciliation.

#### **s. Program Changes & Cancellation Policy**

In the event that a program needs to be cancelled due to illness, weather or other unforeseen reasons, the Instructor must notify their supervisor as soon as possible. The supervisor will be responsible for scheduling a makeup program, securing a substitute and/or canceling the program. The Substitute List is property of Town of Holly Ridge and is not to be used for any reason other than acquiring substitutes for your programs.

In the event of insufficient enrollment or participation, a program may need to be canceled. The Instructor will be notified in ample time to contact participants regarding the cancellation, potential rescheduling, transfers and/or refunds.

#### **t. Program Refund & Transfer Policies**

Program fee refund requests must be received seven (7) days prior to the first day of the program, except for illness or family emergencies, in which case, proof must be provided, and the written refund request must be received within seven (7) days following the absence.

The Department reserves the right to cancel, postpone, or combine programs, or change instructors to best provide service. In the event the Department cancels any program, a refund will be issued.

No refunds will be given if a participant is dismissed from a program as a result of participant misbehavior.

All cancellation and refund requests must be submitted via email to the respective department and are subject to an administrative fee.

#### **u. Program Evaluations/Surveys**

The Town of Holly Ridge periodically offers our participants the opportunity to provide their opinions on our programs, instructors, and facilities. The supervisor may drop-in at random to monitor and observe any program/Instructor. Evaluations of programs and Instructors are conducted to guide offerings and enable Instructors to improve their programs/activities.

#### **5. Program Fees & Payment**

Program Fees will be agreed upon by both the instructor and the Town of Holly Ridge. The Department will provide assistance on current market conditions and reserves the right to approve all program fees.

All registration fees are collected by the Department.

As a Contract Instructor, you will receive a percentage of course revenue and the department will retain a percentage as follows: 60% Instructor / 40% Town split. All registration fees are collected and deposited by the department. Payments to the Instructor will be distributed on a predetermined schedule. Advance payments are not possible. Payments may be delayed due to class(es) with enrollment problems/registration disputes and holidays that conflict with the check issue or direct deposit date. Instructor payments will be automatically mailed to the instructor's address as it appears on the Agreement.

See Appendix D.

#### **6. Safety Procedures**

##### **v. Safety of Participants**

All accidents and incidents, no matter how minor they appear, should be reported. If an accident occurs in your program, please act calmly, promptly, and efficiently and take care of the situation.

Notify a Department staff member immediately. They will be responsible for preparing the incident report.

In the event of an emergency, please evacuate the building and call 911 if appropriate.

##### **w. Releasing Minors**

At the end of a program/activity, the Instructor must not release children to anyone other than the authorized parent, guardian, or to an individual authorized by the parent/guardian. Never release a child to someone who is unknown to the child or to whom the child expressed fear or uncertainty. The Instructor must stay until all participants have left the facility.

If a minor participant has not been picked up from a program/activity at its conclusion, it is the Instructor's responsibility to call any phone numbers listed on registration to attempt to reach a responsible adult for pickup. If after 30 minutes, a parent/guardian has not arrived/reached via phone, you are to notify your supervisor or Department staff.

##### **x. Mandated Reporting**

The State of North Carolina requires any person who has knowledge of or observes a child whom he or she suspects has been the victim of child abuse or neglect, to file a report with Child Protective Services or the Holly Ridge Police Department immediately.

All Instructors are legally required to report questionable bruises or marks that are repetitious and obvious to them. Likewise, should a child indicate to an Instructor that abuse of any nature is happening to them, it is their obligation to report the discussion to staff.

## 7. Checklist

- ✓ Submit Program Proposal
- ✓ Submit copies of current relevant certificates
- ✓ Submit Certificate of General Liability Insurance
- ✓ Town of Holly Ridge Background Check
- ✓ IRS W-9 Form
- ✓ Upon approval, submit “Meet Your Instructor” biography and photograph to be displayed at the community center and on website, etc. (this step is optional)

## 8. Standard Forms/Appendices

Appendix A: Program Proposal

Appendix B: Background Check

Appendix C: W9 Tax Form

Appendix D: Instructor Agreement

Instructors must certify that they have read, understood and agree to abide by the policies and guidelines set forth in this manual by signing and returning this form to the Town of Holly Ridge Parks & Recreation Department prior to providing any services to the Town. The Town reserves the right to amend these policies and guidelines from time to time. The Town will notify Instructors of any such changes within 30 days and Instructors will complete and return to the Town an additional certification. I have read the above and fully understand and agree to these policies.

---

**INSTRUCTOR NAME (PRINT)**

---

**INSTRUCTOR SIGNATURE**

---

**DATE**

# HOLLY RIDGE COMMUNITY CENTER

---



404 Sound Road, Holly Ridge, NC 28445  
HOLLYRIDGENC.ORG | 910-329-7081

# Holly Ridge Community Center

212 North Dyson Street, Holly Ridge, NC

910-329-7081/ [hollyridgenc.org](http://hollyridgenc.org) / [parksandrec@hollyridgenc.org](mailto:parksandrec@hollyridgenc.org)

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## 1. Introduction

Welcome to Holly Ridge, N.C. and thank you for considering the Community Center for your upcoming function! Our staff is committed to serving your needs in a manner that ensures your function runs smoothly and efficiently. This form explains our policies and procedures, as well as outlines all the information you should need for your event. Should you have any additional questions, please contact us at [parksandrec@hollyridgenc.org](mailto:parksandrec@hollyridgenc.org).

## 2. Facility Features

- 7200 Square feet of meeting space
- Small stage for presentations
- 175-person maximum venue capacity
- 26 six-foot rectangle tables (30 inches wide, seats 4-6)
- 228 black folding chairs
- 26 navy cushioned chairs
- Kitchen, equipped with two stovetop ovens, two refrigerators, ice machine, microwave, double sink, and counter space for food preparation

## 3. Terms & Conditions

### Facility Usage:

The Holly Ridge Community Center is available on a first come, first serve basis, with priority given to Town sponsored events. Any adult (21 years and older) may request to rent the facility by reading and understanding the Holly Ridge Community Center Reservation Information, and by completing the [Community Center Reservation Request Form](#).

The Community Center may not be rented for any program similar to Town of Holly Ridge programs/services or for a paid participation event or class. Commercial solicitation and transactions are prohibited. No facilities may be used for fundraising purposes without prior approval Town staff.

### Setup:

Room rental fees do not include setup or breakdown of the tables/chairs, and any additional setup (entertainment or food vendors, decorations...etc.) should be included in the rental time indicated upon submission of the Rental Agreement. The facilities included in the Rental Agreement will NOT be available prior to or after the times indicated upon submission of the Rental Agreement.

All Community Center tables and chairs must be kept on the premises and may not be used off premise for any reason. Setup of decorations and any materials/items provided by a third-party vendor is the responsibility of the supplier and/or renter. The Holly Ridge Community Center does not provide storage for personal belongings or rental equipment. All deliveries of supplies or equipment must be made the same day of the event with advance notice of the time of delivery.



**Decorations:**

The Community Center is rented “as is” and decorations must be approved of in advance and shall be limited to table decorations or free-standing decorative elements. While not required, tablecloths are recommended to elevate the space and help with easier cleanup.

Nothing may be placed or hung on walls, doors, or windows of the building. This includes the use of tacks in walls, floors, doors, door frames or furniture. No doorways may be locked, or public corridor blocked in any way. Electrical connections and special lighting must be approved in advance. All costs of food and additional rental items (floral, entertainment, centerpieces... etc.) are coordinated separately from the Community Center and are the responsibility of the renter.

**Vacating the Facility:**

After an event, the facility shall be cleaned, all decorations and trash shall be removed, and the facility shall be vacated by the end time indicated on the Rental Agreement. The rental applicant is responsible for removal of all personal articles (including leftover food, decorations...etc.) and depositing it in the dumpsters located off the outdoor patio area. All tables, chairs, countertops, and appliances used shall be wiped clean and broken down. Rental applicants are not required to sweep or mop but may need to spot clean. If it becomes necessary for Town personnel to do extensive cleaning, the Security Deposit will be forfeited and not returned to renter. The rental is additionally liable for any damage to the building, its contents, or grounds.

**Prohibited Items:**

Concealed firearms are not permitted on the premises.

Sparklers/fireworks are not permitted on the premises.

No illegal substances are allowed on the premises.

The use of tobacco products is not permitted on the property.

Only beer and wine are allowed on the premises. Liquor is not permitted for any event.

The use of confetti, glitter, or decorative sand is not permitted.

Only Service Animals are permitted inside the facility and must be kept on a leash at all times.

Open flames are not permitted, however floating candles are permitted on the premises.

Charcoal grills are not permitted, however electric or gas grills are allowed upon approval from Town staff.

**Handicap Access:**

The Holly Ridge Community Center is handicap accessible with a wheelchair accessible entrance, and handicap accessible parking.

**Americans with Disabilities Act**

The Americans with Disabilities Act or ADA is federal legislation, which guarantees equal opportunity for individuals with disabilities in employment, public accommodations, transportation, local and state government, and telecommunications.

It is the policy of the Town of Holly Ridge to fully comply with the provisions of the ADA and to make reasonable accommodations to individuals with vision/hearing impairments or other disabilities so they can have an equal opportunity to participate unless an undue burden would result.



**Minors:**

Children must be supervised at all times for the duration of the rental. Any rental with participants under the age of 18 is required to have at least one chaperone for every ten (10) minors present for the event.

**Personal Property:**

The Town of Holly Ridge is not responsible for any valuables or personal property left of the premises.

**Alcoholic Beverages:**

ONLY Beer & Wine are allowed on the Community Center premises and no permit is needed.

It is the responsibility of those leasing the facility to regulate the beverages served. The consumption of alcohol is permitted inside the building and on the back patio area **only**. This procedure is strictly enforced.

**4. Booking Your Space:**

Rental of the facility is arranged through the Town of Holly Ridge. Rentals may not be booked more than one year in advance and no less than one month in advance. A rental reservation is considered binding after the Community Center Reservation Request Form has been signed by the rental applicant, approved by a Town employee, and the minimum 50% rental deposit has been paid. Rental applicants shall not advertise any event until this time. The remaining balance of the rental fee is due thirty (30) days prior to the event. If the remaining balance is not paid, applicants will be subject to a rental cancellation. No facility fees may be waived for reserving the space.

Prior to booking the space, staff will provide one (1) free initial consultation including a walk-through to discuss features, amenities, and to answer any questions regarding the space.

After confirming the reservation, and in addition to the hours indicated on the agreement, the Community Center will be available to clients for one (1) added 30-minute consultation. This second consultation must be scheduled and held no less than ten (10) days in advance of the event, and should involve all parties (renter, caterer, event planner...etc.) involved in the event to confirm setup of the space. The Community Center reserves the right to approve all setups, after submission from the renter. If the renter extends past the 30-minute consultation time, an hourly rate will be added to the rental fee.

**Approved Homeowner Associations**

Each Homeowner's Association located within the corporate limit of the Town of Holly Ridge may hold one annual meeting in the Community Center at no charge, however a refundable deposit will still be required.

**5. Holly Ridge Community Center Rental Rates:**

The Community Center Rental Rates are non-negotiable and do not change based on the day of the week, number of guests, or length of time.

To qualify for the Resident rate, you must meet one of the following criteria:

Property Owners: Own property in Holly Ridge

Business Owner/Employee: Own/Employed by Holly Ridge business



Renter: Long Term Renters within Holly Ridge with proof of residency  
Active/Retired Military & Dependents with proper identification

**Payments:**

Cash, check, and credit/debit are accepted forms of payment. A 3% nonrefundable convenience fee is applied to the total amount of all card payments. Check payments can be made out to “Town of Holly Ridge” and may be mailed to the Holly Ridge Town Hall (PO Box 145, Holly Ridge, NC 28445).

**Cancellation Policy:**

Cancellation more than thirty (30) days prior to the event may be refunded in-full, if given a written notice. Cancellation less than thirty (30) days prior to the event will result in loss of the 50% rental deposit. The Town of Holly Ridge reserves the right to cancel or postpone any event or use of the facility.

**6. How to Reserve Your Space**

- Using the link below, please visit our online registration website.  
<https://hollyridge.recdesk.com>
- Here you will first need to **Create an Account**.
- Once your account has been created, please click on the **Facilities** tab at the top of the page, choosing **Community Center**.
- Here you will Reserve by choosing and completing the **Community Center Reservation Form**. Please have information ready for submission including, start/end time, vendors you may be using, and your estimated number of attendees.
- Once you have submitted your request and completed the attached forms, staff will then be able to view/approve your request and send your invoice.
- Please remember that for your reservation to be finalized, the minimum 50% deposit must be paid.

**7. Checklist**

- ✓ Schedule an initial 30-minute walk-through of the space to review packet and facility features
- ✓ Submit your Community Center Reservation Request Form
- ✓ Once confirmed, please pay your **50% deposit** to secure your date/time
- ✓ Schedule your second **30-minute walk through** to further discuss your event with staff, as well as review the layout of your event
- ✓ Pay your **final 50%** no later than 30 days prior to your event
- ✓ Submit a finalized **day-of schedule** to staff

For any other questions, please feel free to contact us, and thank you again for choosing the Holly Ridge Community Center for your upcoming event!



**8. Event Proposal**

- 1. What is the purpose/type of event?**
- 2. What time will you need into the facility for setup?**
- 3. What vendors will you be using for your event? (i.e., caterer, florist, party rentals...etc.)**
- 4. Do you plan on serving beer/wine?**
- 5. What time do you expect to vacate the facility?**



**9. Liability / Hold Harmless Agreement**

This Hold Harmless and Indemnification Agreement is entered into by and between \_\_\_\_\_, hereinafter named as "Promisor" and the Town of Holly Ridge, a municipality, hereinafter named as "Promisee", on this (date) \_\_\_\_\_, in Holly Ridge, North Carolina.

**AGREEMENT:**

FOR VALUABLE CONSIDERATION, the deposit that will be equal to the reservation time, which is hereby acknowledged, "Promisor" (renter) and "Promisee" agree as follows:

"Promisor" (renter) will indemnify and hold harmless "Promisee" from any and all costs of defense and attorney's fees incurred in defending against same, arising from any claims from and related to "Promisor's" (renter's) use and rental of the premises located at 404 Sound Road, Holly Ridge, North Carolina, 28445. "Promisor's" (renter's) actions include the acts of "Promisor's" (renters) agents and employees.

"Promisee" shall be entitled, in its reasonable discretion, to settle claims prior to suit or judgment, and in such event "Promisor" (renter) shall indemnify and hold harmless "Promisee" for any such claims paid, including "Promisee's" reasonable attorney's fee incurred resulting from such claim. In the event any claim or suit is brought against "Promisee" within the scope of this Agreement, "Promisor" (renter) shall pay for legal counsel chosen by "Promisee" to defend against same. This agreement shall encompass claims resulting from (1) the furnishing of alcoholic beverages, and (2) property damage or liability claims for injuries, including death, anywhere on the premises including the Community Center grounds.

This Agreement shall be interpreted under the laws of the State of North Carolina.

Renter's Name (Printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## Athletics

Medians based on Fee Study of Surf City, Onslow County, & Jacksonville

	Recommendation		Median	Past
	Resident	Non Resident		
Adult Team	425-500*		550	175-325
Adult Individual	15-40*		38	
Youth Individual	15-40*		52	
Sponsor	150-500			
Sponsor Renewal	100 (Team Only)			
* Vary based on program/ Residents receive \$5 discount per person				

## Facility Rentals

Medians based on Fee Study of Surf City, Onslow County, & Jacksonville

	Recommendation		Median	Past
	Resident	Non Resident		
Hourly (Venue)	50/hour	60/hour	62.2	50
*3 hour minimum				
Full Day (Venue)	500/day	600/day	591.4	300
Security Deposits	100/event		75	100
Pavilions	15/hour		11.6	\$20-\$30 - \$5/each adtl. Hour
Staffing	25/hour		25	
Lights	15/hour		13.3	60/4 hours
Fields	20/hour		45	\$20 - \$5/each adtl. Hour
Field Setup	55/event		55	
Park Rental Deposit	50/event		50	
Park Cleanup	250		250	
Permit Fee	10/item		10	10

## Programs

Medians based on Fee Study of Surf City, Onslow County, & Jacksonville

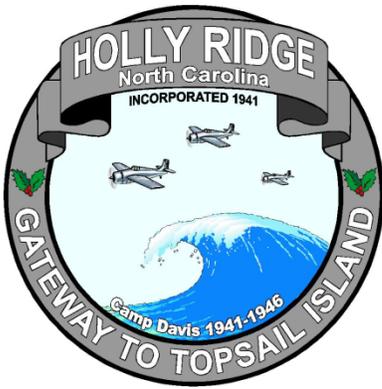
Recommendation

Vary Based on Program

## Events

Medians based on Fee Study of Surf City, Onslow County, & Jacksonville

	Recommendation		Median	Past
	Resident	Non Resident		
Craft Vendor	50/event		74	
Food Vendor	100/event		93	
Electrical	20/day		22.5	
Special Event Application	50/event		150	
Grounds Cleanup	30/hour		45/hour	



# Town Council Regular Meeting Agenda

Agenda

Item:

9-E

Date:

10/11/2022

## **Subject: Discussion and Creation of the Holly Ridge Housing Authority Feasibility Team**

### **Issue Statement:**

Over the past several weeks Town staff has received several complaints concerning Holly Plaza Apartments. At one point the grass was so high on the property that Code Enforcement has issued the Town a Notice of Violation since we are the owners. I have reached out to the Management Company to schedule a meeting, which went unanswered for two weeks. The Management Company have finally responded, and we plan to meet on October 19<sup>th</sup>, 2022. The landscaping company was let go of a month or so ago and a new company had not been retained. In addition to this issue, I have also found out there has not been a maintenance person for the property since May. The totality of these issues is unacceptable. Regardless of how the meeting turns out with the management company, I feel as though the Town should begin moving towards starting the process of bringing the management and maintenance under the Town as a department.

Staff is asking the Town Council to create a Holly Ridge Housing Authority Feasibility Team. This team would be facilitated by Mayor Pro-Tem Hall and be made up of: Chuck, Finance Officer, Mike McFann, Public Works, one Councilmember, two members of the Police Department, and one resident from the property. I have reached out to Mrs. Karen Justice to ask for a recommendation for a resident.

The objectives of this team would be the following:

- Gather a full understanding of the current operating procedures of the existing management.
- Look into and fully understand the finances of the property and work alongside the Town's CPA to complete a forensic audit on all accounts associated with the property.
- Investigate the feasibility of the property. (Explore taking over the management and day to day operations of the property).
- This group would put together a report of sorts to compare pros and cons of the Town taking over and estimate profits/losses.

**Action Needed**

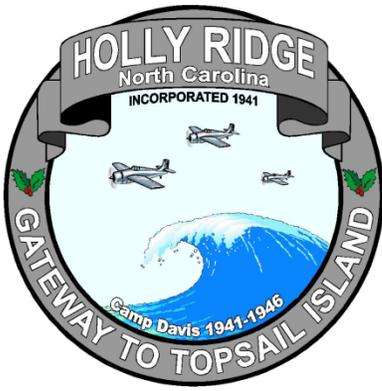
Discussion

**Recommendation**

Action to approve the Creation of the Holly Ridge Housing Authority Feasibility Team.

**Attachments:**

N/A



# Town Council Regular Meeting Agenda

Agenda

Item:

9-F

Date:

10/11/2022

**Subject: Presentation of a Proposal from Oren Klein & Jeff Lechmanick to Purchase Two Town-Owned Parcels consisting of .12 acres located on Green Street**

## **Issue Statement:**

In September a member of Mr. Klein & Mr. Lechmanick's team contacted Manager Reynolds about possibly purchasing two town-owned parcels on Green Street. After speaking with Attorney Fountain, the purchase would either need to be a public sale (bidding, etc.) or it would need to be completed through the Economic Development process, like the lots in Phase II of the Industrial Park.

Before staff and Attorney Fountain invest time into this transaction, staff would like to obtain direction from the Town Council to determine if there is interest in selling the property.

## **Action Needed**

Discussion

## **Recommendation**

For consideration and direction.

## **Attachments:**

- A. Letter of Intent for both Parcels

October 4, 2022

BY EMAIL

Town Counsel  
Att: Ms. Heather Reynolds, Town Manager  
212 North Dyson Street  
Holly Ridge, NC 28445

**RE: PURCHASE PROPOSAL OF: Two Town-Owned Lots off Green Street (Parcel ID's: 036272 & 036463) in Holly Ridge, (Onslow County), North Carolina 28539 (the "Property")**

### **INTRODUCTION**

Dear Ms. Reynolds,

Oren Klein and Jeff Lechmanick propose the purchase and development of the "Property", which is currently two small contiguous vacant lots (900-22 & 900-23) located on Green Street located just one street off of Route 17 (SEE Exhibit A). The two contiguous lots have a total combined land area of 5,227 sf (0.12 of an Acre) and are owned by the Town of Holly Ridge (Dept. of Parks & Recreation).

The purchase would be in conjunction with a third neighboring vacant lot (900-14 / Parcel# 026230) that we are in contract to purchase and for which we have retained Charles F. Riggs & Associates, Inc. to assist with the surveying and planning of the project. The project will be a commercial / retail development as per the zoning and we will evaluate the local market needs and seek to provide the highest and best business uses for the growing Holly Ridge community.

A few of the benefits of selling the two small lots at this time include:

1. Removing a long-standing and major eye sore visible to all Rte 17 traffic passing by each day.
2. Obtaining proceeds from a sale to use for other needed uses in the Holly Ridge community.
3. Increase the R.E. assessed value and taxable revenues collected (above land value) from both these two Town-owned lots and the adjacent private lot that's challenged to develop by itself.
4. Naming and related signage for this property once developed will include as part of the name a call out honoring Camp Davis.
5. Providing rent-free a place to erect a modest statue, flag, or other reasonable memorabilia with visibility from Rte 17 on the roof of the newly constructed building for the Town to provide and honor Camp Davis.

6. Commercialize two small lots too small to develop on their own and in a manner that will benefit a growing Holly Ridge community.
7. Albeit a small land parcel, the sale at the proposed price equates to \$83,337 per Acre and would be a top land price/SF for comparable land in the area; further validating and taking advantage of Holly Ridge recent land appreciation.

## **ABOUT US**

We are private real estate investors based in North Carolina that over the past decade have invested, owned and operated a portfolio of properties throughout North Carolina with a concentration near military bases.

We are committed to upgrading properties with a goal of improving the quality of life in military towns. To date, through various investment vehicles including Command Capital LLC and other investment and management partners we have successfully owned and operated over 50 properties near both Fort Bragg and Camp LeJeune. As a Purchaser, we are qualified and ready, willing and able to perform as per the below specified terms.

## **TERMS OF PURCHASE PROPOSAL**

- Property: Two contiguous lots off of Green Street (Map #: 900-22 & 900-23 Parcel ID's: **036272 & 036463**) with 0.12 acres of land zoned Commercial in Holly Ridge, NC (SEE Exhibit A).
- Seller: Town of Holly Ridge (Department of Parks & Recreation)
- Buyer: Oren Klein, Jeff Lechmanick or an assignee
- Buyer's Attorney: Colby & Mincey PLLC  
% Carrie Mincey, Esq.  
1001 Military Cutoff Road, Suite 204, Wilmington, NC 28405  
Email: [carrie.mincey@colbymincey.com](mailto:carrie.mincey@colbymincey.com)  
Tel: (910) 343-5775
- Purchase Price: \$10,000 (Ten-thousand dollars) in total, which equates to \$83,337 per Acre.
- Deposit: Buyer will deposit a refundable earnest money deposit of \$5,000 (the Initial "Deposit") into the escrow account of buyer's counsel within five (5) business days after full execution of a definitive purchase and sale agreement (the "Contract").
- Closing Date: 15 business days after the date on which the Contract is executed by both

parties.

Misc.: Buyer will use its best efforts to include in the project's name and branding a call out honoring Camp Davis. Additionally, Buyer will grant a section of the roof at no rent charge for the Town of Holly Ridge if it so desires to erect at its own cost a modest statue, flag, or other reasonable memorabilia with visibility from Rte 17 at the newly constructed building.

Title: Seller shall deliver good and marketable, insurable title at closing, free and clear of all liens and encumbrances not approved by Purchaser.

Expenses: Ordinary apportionment adjustments shall be made at Closing.

Commission: No commission shall be due in conjunction with this purchase.

Contract of Sale: Purchaser offer and obligation to close the transaction contemplated hereby will be subject to the execution of the Contract in a form satisfactory to Purchaser and Purchaser's counsel and the fulfillment of closing conditions outlined therein.

Governing Law: This term sheet and the Agreement shall be governed by the laws of the State of North Carolina.

Regards,

Oren Klein

Investor

Jeff Lechmanick

Investor

**If you are in agreement with the terms set forth above please sign below in the space provided and return a copy of this letter to Buyer by October 19th after which this LOI shall be void:**

Accepted and agreed to on this \_\_\_\_ day of \_\_\_\_\_, 2022 by Seller:

Seller: \_\_\_\_\_

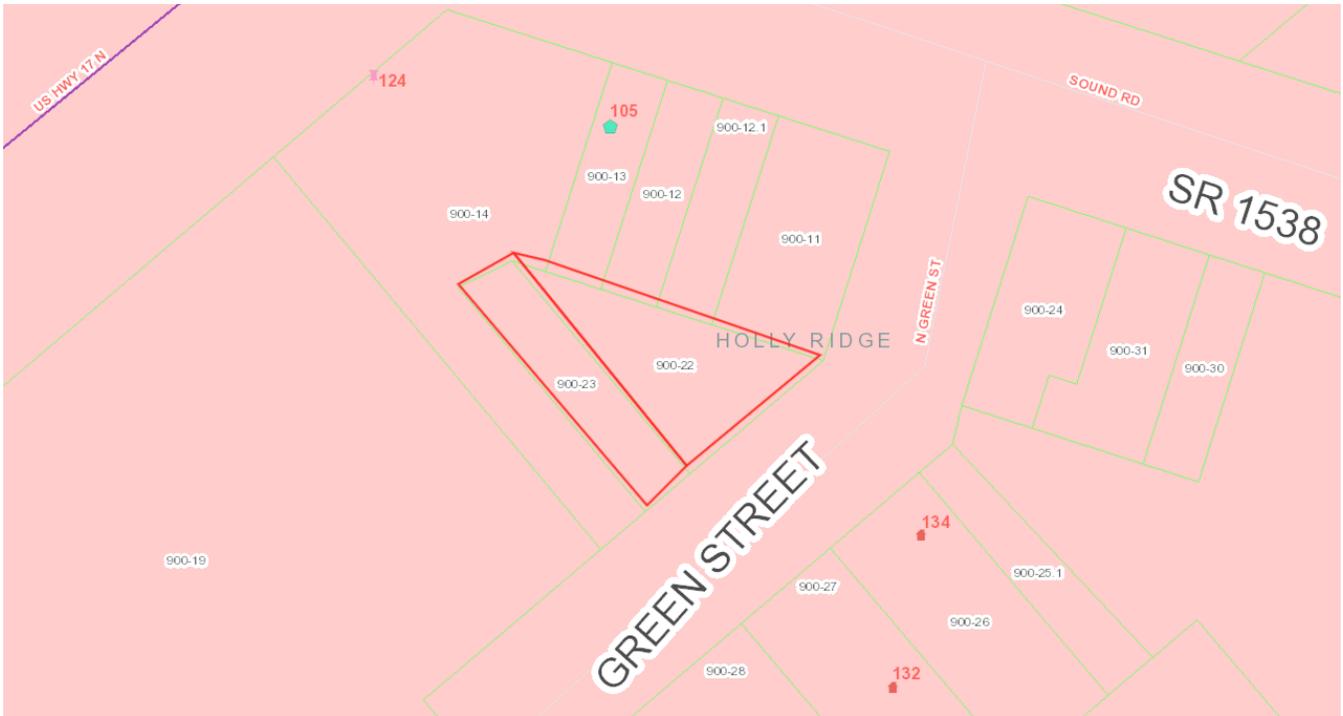
By (authorized seller signature): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

# EXHIBIT A

## Two Town Owned Lots for Proposed Sale Block / Lot: 900-22 & 900-23



## Two Town Owned Lots for Proposed Sale + Neighboring 900-12 under Contract by Buyer

