



**Town of Belhaven
Board of Aldermen Regular Meeting
Monday, September 9, 2024 – 6 PM
257 W. Pungo Street**

AGENDA

- I. Call to Order – Mayor Ricky Credle
- II. Conflict of Interest Statement: *“Members of the Belhaven Board of Aldermen are advised, hereby, of their duty under the Local Government Ethics Act to avoid conflicts of interest and the appearance of such conflict; and further, are instructed to refrain from participating in any matter coming before this Board of Aldermen with respect to which there is a conflict of interest or appearance of such conflict.”*
- III. Invocation & Pledge of Allegiance
- IV. Adoption of Agenda – September 09, 2024
- V. Approval of Minutes –Regular Scheduled Meeting August 12, 2024
- VI. Public Comments
- VII. Special Presentation (Withers Ravenel Asset Inventory Assessment Report)
- VIII. Finance Report/ Budget Amendment –Colby Nixon
- IX. Town Manager’s Report – Lynn Davis
- X. Old Business
 - 1. Approve Backwater Environment Contract
- XI. New Business
 - 1. Approve Allocation for Street Repairs
 - 2. Adopt Resolution to Become a Member of the American Flood Coalition
 - 3. Site Plan Approval for Belhaven Harbor Park
- XII. Board members discussion/remarks
- XIII. Closed Session:
Cite: NCGS §143-318.11(a)(1), NCGS §143-318.11(a)(3), NCGS §143-318.11(a)(7),
- XIV. Adjournment

NEXT MEETING: MONDAY, October 14, 2024



**Town of Belhaven Board of Aldermen
Monday, August 12, 2022, 6 PM
Belhaven Civic Center
257 W. Pungo Street**

The Belhaven Board of Aldermen met at 6 PM on Monday, August 12, 2022 at the Belhaven Civic Center, 257 W. Pungo Street, Belhaven, NC. Council members present were: Mayor Ricky Credle, Mayor Pro Tern Ricky Radcliffe, Alderman Shanika Ebron, Alderman Carrie Bonnie, Alderman Greg Satterthwaite, and Alderman Nathan Van Nortwick. Staff present were Town Manager Lynn Davis, Finance Director Colby Nixon, Town Attorney Chad Stoop and Town Clerk Marcus Pretlow. The meeting was called to order at 6:01 PM by Mayor Ricky Credle.

CONFLICT OF INTEREST STATEMENT

Mayor Ricky Credle read the Conflict of Interest statement into the record:

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Credle asked Deacon Donnell Clark to give the invocation and lead the Pledge of Allegiance.

ADOPTION OF AGENDA

Mayor Credle asked if there were any changes to the agenda for tonight's meeting. Manager Lynn Davis asked to add three items to the agenda under new business; Fireworks, appointing Colby Nixon as the Town's Finance Officer, and a resolution appointing all council members and Colby Nixon as authorized Check signers. Mayor Credle requested a motion to adopt the agenda with the additions as noted.

A motion was made by Alderman Carrie Bonnie to approve the agenda with the additions as noted. The motion was seconded by Alderman Greg Satterthwaite. Motion was approved.

APPROVAL OF THE BOARD OF ALDERMEN REGULAR MEETING MINUTES OF July 15, 2024.

Mayor Credle asked if there were any changes to the meeting minutes for July 15, 2024.

A motion was made by Alderman Shanika Ebron to approve the Board of Aldermen July 15 regular Scheduled meeting minutes. The motion was seconded by Mayor Pro Tern Ricky Radcliffe. Motion was Approved.

PUBLIC COMMENTS

The public is allowed 3 minutes to comment on Town matters. The following comments were received.

Carrie Ryan. Reminder about the Crab Crawl August 31. Can purchase tickets from Carol Roop.

Carol Rood, Friendly reminder that Jim Lupton will be leaving town for the last time, would like to Coordinate farewell exit between 1-2 pm on Main Street. Presented copies of the Newsletter from Chamber of Commerce. August 30th is her BIRTHDAY!!!

Wayne Penn, Suggested that we still need a Code Enforcement Officer to do more about the abandoned Car's tires, and boats around town. Trash company missing bulk trash pickup. Sink hole located on Allen Street.

Deborah Moore, Raised over one thousand dollars for Paws & Love. With support from Town has 30 cats Fixed so far. Carrie added that she is trying to find homes for these cats. Rehomed 17 cats from W. Pungo.

Deacon Clark, He was very appreciative for all of the prayers and support for his Pastor's 5th Year Celebration. Thankful for donation from Mayor Pro Tern Ricky Radcliffe.

Public comments were closed at 6:17 pm.

Museum Presentation

Dawson Tyler wants to help tell the story of Belhaven. Dawson now serves on the Belhaven Chamber Board of Directors. Presentation included work of his company to build his case on how he wants to tell The historic history behind Belhaven. Most important thing we need to know is who owns the collection At the historic museum. (Meeting with Town Manager Lynn Davis and Alderman Greg Satterthwaite). UNC Rural has offered a great opportunity to tackle this project (see letter attached). A general action Plan has been created to hopefully get project done in a year. Belhaven 136 would like to start making Progress as soon as they

can. 79

Dawson brings a breath of fresh air to the Town of Belhaven with the Down east Preservation. He plans To bring back Belhaven as residents remember it years back. Dawson did mention a few minor issues That he and his team could tackle with the support of the Town and Council Members. His mission is Clear that this project is important to the people of Belhaven and to the local businesses.

Alderman Carrie Bonnie asked about gaining ownership and how to get started; Dawson shared that there has already been some research done; Carol added UNC students have been identified to catalog The items in the museum.

Wayne Penn suggested using the old train depot to be a part of this project. Mr. Penn quoted, "it would Be roadside attraction than a historic museum." Mr. Dawson respectfully disagreed!

Mayor Ricky asked about funding and other resources that may be available to help with this project. Carol suggested that the first step as UNC Rural has said is to first identify what we have and possibly Look into the grants that may available.

Attorney Chad Stoop also concurred that we first need to establish ownership before we could make Any moves.

Town Manager Lynn Davis followed up with getting together with Gregg to discuss what each knows about the future moves.

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104 **Finance Report**
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106 Colby Nixon, gave brief review over some minor line item changes in the budget report.
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108 Colby Nixon presented **Budget Ordinance for Fiscal Year 2024-2025**.
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110 **A motion was made by Mayor Pro Tern Ricky Radcliffe to approve the Budget Amendment for Fiscal**
111 **Year 2024-2025: The motion was seconded by Alderman Nathan van Nortwick. Motion was approved**
112

113 **TOWN MANAGER'S REPORT**
114

115 Lynn Davis gave updates on Grant Projects

- 116 1. **Belhaven Harbor Park-** with the variance granted, we learned last week that we do not need a
117 Major CAMA permit. We expect to have the final pricing this week. Contractor is saying
118 Construction will begin within the next 60 days.
- 119 2. **Water & Sewer Asset Inventory Assessment -** Withers Ravenel has done an outstanding job in
120 Performing the necessary AIA for our water and sewer systems. They anticipate the final asset
121 management plan to be completed in August and plan to present to the Town and council in
122 September.
- 123 3. **Storm Water Action Plan & Easement Acquisition Plan -**Town was awarded \$500,000 for this
124 Project as part of the Resilient Coastal Communities Program. The project will establish mapping
125 and condition assessments for storm water systems components and outfalls with a focus on
126 Known problem areas and areas identified via a desktop analysis. The project will promote
127 proactive storm water maintenance through development of interactive mapping tools and
128 Maintenance guidance. The project will encourage storm water quality awareness through
129 Public outreach efforts. Both hard/grey infrastructure and green/nature-based solutions will be
130 Considered in the Storm Water Action Plan. There will be construction drawings produced for
131 one priority nature-based or hybrid project, to be determined based on the aforementioned
132 Assessments and working with the community. The Storm Water Action Plan will identify
133 additional priority projects (concept level) to prepare for multiple implementation grant
134 Applications to upgrade the Storm Water System.
- 135 4. **RCCP Wetland Creation at Northside Park-** We have received the permit for this project and a
136 Contractor has been selected, Backwater Environmental. The bids were both higher than the
137 Current budget. We are exploring the opportunity for additional funding from the state and
138 Looking at reducing the project cost. We should be in a position to award a contract at the
139 September meeting.
- 140 5. **Welcome our new Building Inspector-** Timmy Woolard started with us on 7/8/24. Since that
141 time his office has been very active with issuing over 19 permits and has had numerous visits
142 With builders and property owners.
- 143 6. **Streets -** We expect to get a project estimate next week to help us determine how to move
144 Forward.
- 145 7. **Strategic Buyout Program-**This process is moving forward. We anticipate having a more
146 Detailed update for the council at the September meeting.
- 147 8. **Lynn Out of Office-** Will be attending an NC Rural Water Association conference on Thursday
148 And Friday of this week.
- 149 9. **Street Request**
- 150 10. **Demolition Success Story**
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154 **NEW BUSINESS**

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156 **ARPA Budget Amendment**

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158 A motion was made by Alderman Greg Satterthwaite to adopt the American Rescue Plan Ordinance
159 Declaring the intent of the funds to be used as revenue replacement. The motion was seconded by
160 Alderman Nathan vanNortwick. Motion was approved.

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162 **Committee Banking**

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164 Staff recommends alerting the chairperson of the committee(s) to let them know they have 60 days to
165 Establish the necessary entity information in order to receive the funds. At that time, the accounts
166 Will be closed and funds will be directed to the appropriate organization.

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168 **Fireworks Contract**

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170 A motion was made by Alderman Carrie Bonnie to approve the fireworks contract for \$20,000
171 Between the Town of Belhaven and Kevin Wetzel DBA Wetzel Pyrotechnics. The motion was seconded
172 **By Alderman Nathan van Nortwick. Motion was approved.**

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175 **Board members discussion / re marks**

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177 Questions from Carrie about hurricane protocol- what kind of plan is in place for blocking off the streets
178 For future weather crisis? Carrie asked if there would be signs put out.
179 Can we create a plan so residents know better about when streets will be closed off?

180
181 Nathan commented we could call the National Guard to block off our streets, you never know what
182 Parts of Town we can expect water. It is amazing we have to regulate/police adults from driving through
183 salt water during floods.

184
185 Chief Waters said that without a "State of Emergency" he has very little power to enforce these rules, he
186 cannot stop individuals from driving to and from their residents or place of business.

187
188 Mayor Credle commented on possibly having Re-entry stickers, maybe we should consider this as an
189 option.

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191 Carol Roop suggested when a plan is in place we need to have an evacuation place.

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193 **Discussion and remarks closed out at 7:53 pm.**

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195 **Closed Session**

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197 **Alderman Nathan van Nortwick made a motion to enter into a closed session. The motion was**
198 **seconded by Mayor Pro Tern Ricky Radcliffe. Motion was approved**

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Ricky Credle, Mayor, Town of Belhaven

ATTEST:

Marcus Pretlow, Town Clerk, Town of Belhaven

Attachments:

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE TOWN OF BELHAVEN, NC FOR FISCAL YEAR 2024-2025**

RE: Sewer State Permit Requirements

BE IT ORDAINED by the Board of Aldermen of the Town of Belhaven, North Carolina:

Section 1: That the following accounts of the Sewer Fund budget be increased or decreased by the respective amounts indicated:

33-810-044	Sludge Disposal	(\$2,240)
33-810-063	SEWER State Permit Requirements	\$2,240

Section 2. All ordinances of parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall become effective upon its adoption.

Adopted this 9th day of September, 2024.

Mayor

ATTEST:

Town Clerk

Meeting Date: September 9, 2024 Special Presentation

Agenda Item: Withers Ravenel Asset Inventory Assessment Report

Background Information:

The Town of Belhaven received funds in 2021 to perform asset inventory assessments on its sewer collection system and water distribution system. This study, known as an AIA, is critical identifying the condition of a system, planning for the future, and accessing grant funding.

The outcomes of this particular AIA include a fully mapped distribution system, an Asset Management Plan, and Capital Improvement Plan.

Staff Recommendation:

ADOPT resolution and approve 2024 Water and Sewer Asset Management Plan and Capital Improvement Plan.

Cost of Implementation:

\$0

Motion: _____ 2nd: _____

Approved or Denied: _____ Date: _____



Town of Belhaven

"Birth Place of the Intracoastal Waterway"

RESOLUTION TO ADOPT AND APPROVE 2024 WATER AND SEWER ASSET MANAGEMENT PLAN AND CAPITAL IMPROVEMENT PLAN

WHEREAS, the Town of Belhaven has developed a water and sewer system in and around the Town of Belhaven; and

WHEREAS, said municipal water and sewer system is operated and maintained by the Town; and

WHEREAS, the Town of Belhaven recognizes the need for, and advantage of, maintaining adequate short-term and long-term planning for capital improvements and asset management for the water and sewer systems.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BELHAVEN that the 2023-2024 Water and Sewer Capital Improvement Plan and Asset Management Plan is hereby adopted and approved for implementation; and

BE IT FURTHER RESOLVED that the Town Council authorizes staff to update the plan as new information becomes available.

Adopted this the 9th of September 2024 at Town of Belhaven, North Carolina.

Ricky Credle, Mayor

ATTEST :

Marcus Pretlow, Town Clerk

**Town of Belhaven
Monthly Finance Report
Ending 08/31/2024**

The information provided in these reports are Compiled Financial Statements (unaudited). They are for the timely release of financial information only. They do not provide independent 3rd party assurance about the accuracy of the information contained therein.



Belhaven, NC

Budget Report for Short Fiscals Group Summary

For Fiscal: 2024-2025 Period Ending: 08/31/2024

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 10 - GENERAL FUND						
301 - AD VALOREM TAXES	679,466.00	679,466.00	40,474.46	49,385.16	-630,080.84	92.73%
319 - MOTOR VEHICLE LICENSES	60,000.00	60,000.00	10,476.42	18,464.66	-41,535.34	69.23%
329 - INT EARNED ON INVESTMENTS	15,500.00	15,500.00	0.00	857.88	-14,642.12	94.47%
331 - RENTS - MULTI-PURPOSE BLDG	6,000.00	6,000.00	450.00	1,050.00	-4,950.00	82.50%
335 - MISCELLANEOUS REVENUES	12,450.00	12,450.00	1,100.60	22,490.60	10,040.60	80.65%
336 - CONTRIBUTIONS & DONATIONS	2,000.00	2,000.00	0.00	0.00	-2,000.00	100.00%
337 - UTILITIES FRANC TAX	84,000.00	84,000.00	0.00	0.00	-84,000.00	100.00%
341 - WINE & BEER TAX	5,500.00	5,500.00	0.00	0.00	-5,500.00	100.00%
343 - POWELL BILL ST ALLOCATION	63,500.00	63,500.00	0.00	0.00	-63,500.00	100.00%
344 - TELECOMMUNICATIONS SALES TAX	13,000.00	13,000.00	0.00	0.00	-13,000.00	100.00%
345 - LOCAL OPTION SALES TAX	624,000.00	624,000.00	53,742.47	103,487.84	-520,512.16	83.42%
346 - VIDEO PROGRAM TAX	5,125.00	5,125.00	0.00	0.00	-5,125.00	100.00%
347 - ABC NET REVENUES	7,100.00	7,100.00	260.23	260.23	-6,839.77	96.33%
348 - STATE GRANTS	35,000.00	35,000.00	0.00	0.00	-35,000.00	100.00%
350 - GRANTS	15,000.00	15,000.00	0.00	0.00	-15,000.00	100.00%
351 - COURT COST FEES & CHARGES	200.00	200.00	4.50	4.50	-195.50	97.75%
355 - CODE ENFORCEMENT FEES	35,000.00	35,000.00	7,738.14	8,718.14	-26,281.86	75.09%
359 - REFUSE COLL FEES-WRITTEN OFF	229,463.00	229,463.00	16,633.00	33,213.00	-196,250.00	85.53%
365 - RECREATION/DOCK REVENUES	22,500.00	22,500.00	3,013.56	4,736.62	-17,763.38	78.95%
375 - PENALTY	3,100.00	3,100.00	250.00	518.40	-2,581.60	83.28%
397 - TRANSFERS	1,144,583.00	1,144,583.00	0.00	0.00	-1,144,583.00	100.00%
399 - FUND BALANCE APPROPRIATED	281,596.00	398,467.85	0.00	0.00	-398,467.85	100.00%
410 - GOVERNING BODY	76,537.00	76,537.00	1,719.18	3,358.06	73,178.94	95.61%
420 - ADMINISTRATION	416,186.00	424,462.00	36,403.87	90,447.99	334,014.01	78.69%
440 - FINANCE	550,089.00	561,608.00	58,839.66	139,203.04	422,404.96	75.21%
470 - LEGAL	20,000.00	20,000.00	0.00	1,125.00	18,875.00	94.38%
500 - PUBLIC BUILDINGS	64,642.00	64,642.00	3,128.88	10,614.54	54,027.46	83.58%
510 - POLICE	1,259,327.00	1,307,424.40	83,068.98	175,275.62	1,132,148.78	86.59%
530 - FIRE	60,233.00	60,233.00	2,158.86	4,283.63	55,949.37	92.89%
540 - CODE ENFORCEMENT	16,855.00	16,855.00	0.00	2,691.88	14,163.12	84.03%
550 - PUBLIC WORKS	539,308.00	588,287.45	53,942.55	98,455.68	489,831.77	83.26%
570 - POWELL BILL	55,000.00	55,000.00	800.00	938.65	54,061.35	98.29%
580 - SANITATION	190,000.00	190,000.00	18,102.92	35,369.24	154,630.76	81.38%
620 - PARKS & RECREATION	81,006.00	81,006.00	6,157.80	10,623.51	70,382.49	86.89%
690 - SPECIAL APPROPRIATION	14,900.00	14,900.00	650.00	4,850.00	10,050.00	67.45%
Fund: 10 - GENERAL FUND Surplus (Deficit):	0.00	0.00	-130,829.32	-334,049.81	-334,049.81	0.00%
Fund: 30 - WATER						
335 - MISCELLANEOUS REVENUES	2,500.00	2,500.00	0.00	0.00	-2,500.00	100.00%
371 - CHG UTILITIES	540,574.00	540,574.00	45,991.53	90,375.46	-450,198.54	83.28%
373 - TAPS & CONNECTIONS WATER	2,250.00	2,250.00	0.00	0.00	-2,250.00	100.00%
375 - PENALTY	10,250.00	10,250.00	775.91	1,574.64	-8,675.36	84.64%
399 - FUND BALANCE APPROPRIATED	0.00	6,004.00	0.00	0.00	-6,004.00	100.00%
810 - WATER/SEWER	555,574.00	561,578.00	34,375.29	58,798.13	502,779.87	89.53%
Fund: 30 - WATER Surplus (Deficit):	0.00	0.00	12,392.15	33,151.97	33,151.97	0.00%
Fund: 31 - ELECTRIC						
335 - MISCELLANEOUS REVENUES	75,400.00	75,400.00	2,875.50	2,875.50	-72,524.50	96.19%
371 - CHG UTILITIES	2,200,000.00	2,200,000.00	216,313.26	429,785.72	-1,770,214.28	80.46%
375 - PENALTY	33,000.00	33,000.00	4,270.42	8,329.10	-24,670.90	74.76%
379 - RECONNECTION FEES	18,500.00	18,500.00	1,275.00	2,950.00	-15,550.00	84.05%
399 - FUND BALANCE APPROPRIATED	85,407.00	92,551.00	0.00	0.00	-92,551.00	100.00%
401 - ELECTRIC COSTS	1,458,787.00	1,458,787.00	159,271.52	307,491.45	1,151,295.55	78.92%

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
832 - ELECTRIC	953,520.00	960,664.00	35,100.55	70,744.89	889,919.11	92.64%
Fund: 31 - ELECTRIC Surplus (Deficit):	0.00	0.00	30,362.11	65,703.98	65,703.98	0.00%
Fund: 33 - SEWER						
335 - MISCELLANEOUS REVENUES	900.00	900.00	0.00	85.00	-815.00	90.56%
372 - CHG UTILITIES	876,357.00	876,357.00	79,820.85	153,609.62	-722,747.38	82.47%
374 - SEWER TAP - OUT OF TOWN	0.00	0.00	0.00	715.00	715.00	0.00%
375 - PENALTY	12,121.00	12,121.00	1,208.81	2,534.87	-9,586.13	79.09%
376 - IMPACT FEES	0.00	0.00	0.00	2,242.00	2,242.00	0.00%
399 - FUND BALANCE APPROPRIATED	0.00	7,771.62	0.00	0.00	-7,771.62	100.00%
810 - WATER/SEWER	889,378.00	897,149.62	35,157.81	73,683.74	823,465.88	91.79%
Fund: 33 - SEWER Surplus (Deficit):	0.00	0.00	45,871.85	85,502.75	85,502.75	0.00%
Report Surplus (Deficit):	0.00	0.00	-42,203.21	-149,691.11	-149,691.11	0.00%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
10 - GENERAL FUND	0.00	0.00	-130,829.32	-334,049.81	-334,049.81
30 - WATER	0.00	0.00	12,392.15	33,151.97	33,151.97
31 - ELECTRIC	0.00	0.00	30,362.11	65,703.98	65,703.98
33 - SEWER	0.00	0.00	45,871.85	85,502.75	85,502.75
Report Surplus (Deficit):	0.00	0.00	-42,203.21	-149,691.11	-149,691.11



Belhaven, NC

Income Statement Group Summary

For Fiscal: 2024-2025 Period Ending: 08/31/2024

Account Type	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 10 - GENERAL FUND					
Revenue	3,344,083.00	3,460,954.85	134,143.38	243,187.03	3,217,767.82
Expense	3,344,083.00	3,460,954.85	264,972.70	577,236.84	2,883,718.01
Fund: 10 - GENERAL FUND Surplus (Deficit):	0.00	0.00	-130,829.32	-334,049.81	334,049.81
Fund: 30 - WATER					
Revenue	555,574.00	561,578.00	46,767.44	91,950.10	469,627.90
Expense	555,574.00	561,578.00	34,375.29	58,798.13	502,779.87
Fund: 30 - WATER Surplus (Deficit):	0.00	0.00	12,392.15	33,151.97	-33,151.97
Fund: 31 - ELECTRIC					
Revenue	2,412,307.00	2,419,451.00	224,734.18	443,940.32	1,975,510.68
Expense	2,412,307.00	2,419,451.00	194,372.07	378,236.34	2,041,214.66
Fund: 31 - ELECTRIC Surplus (Deficit):	0.00	0.00	30,362.11	65,703.98	-65,703.98
Fund: 32 - CEMETERY					
Revenue	6,250.00	6,250.00	535.00	1,005.00	5,245.00
Expense	6,250.00	6,250.00	0.00	0.00	6,250.00
Fund: 32 - CEMETERY Surplus (Deficit):	0.00	0.00	535.00	1,005.00	-1,005.00
Fund: 33 - SEWER					
Revenue	889,378.00	897,149.62	81,029.66	159,186.49	737,963.13
Expense	889,378.00	897,149.62	35,157.81	73,683.74	823,465.88
Fund: 33 - SEWER Surplus (Deficit):	0.00	0.00	45,871.85	85,502.75	-85,502.75
Total Surplus (Deficit):	0.00	0.00	-41,668.21	-148,686.11	

Fund Summary

Fund	Original	Current	MTD Activity	YTD Activity	Budget
	Total Budget	Total Budget			Remaining
10 - GENERAL FUND	0.00	0.00	-130,829.32	-334,049.81	334,049.81
30 - WATER	0.00	0.00	12,392.15	33,151.97	-33,151.97
31 - ELECTRIC	0.00	0.00	30,362.11	65,703.98	-65,703.98
32 - CEMETERY	0.00	0.00	535.00	1,005.00	-1,005.00
33 - SEWER	0.00	0.00	45,871.85	85,502.75	-85,502.75
Total Surplus (Deficit):	0.00	0.00	-41,668.21	-148,686.11	

Meeting Date: September 9, 2024 Old Business

Agenda Item: Approve Backwater Environmental Contract

Background Information:

Backwater Environmental was selected as the lowest and most responsible bidder for the construction of the wetlands identified in RCCP Phase 3.

The contract needs to be approved before work can proceed.

Staff Recommendation:

Approval of the contract between Backwater Environmental and the Town for Belhaven Resilient Coastal Communities Program, Phase 4 in the amount of \$217,586.48.

Cost of Implementation:

Motion: _____ 2nd: _____

Approved or Denied: _____ Date: _____

DRAFT AIA® Document A105® - 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the «9th » day of «September » in the year «2024 »
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

The Town of Belhaven

PO Box 220

Belhaven, NC 27810

Contact: Lynn Davis, Town Manager ldavis@townofbelhaven.com« »

« »

and the Contractor:

(Name, legal status, address and other information)

«The Osborne Company of NC DBA Backwater Environmental NC License #16348

PO Box 1107

Eden, NC 27289

Contact: Robert Osborne 336.707.1965 osborne@backwater.biz »« »

« »

« »

« »

for the following Project:

(Name, location and detailed description)

« Wynne's Gut Wetland Restoration and Trail

Belhaven NC»

« »

« »

The Architect:

(Name, legal status, address and other information)

« »« »RK&K

8601 Six Forks Road

Forum 1, Suite 700

Raleigh NC

919-878-9560

NC License # F-0112

Engineer: Douglas M Keller

« »

« »

« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated « 7/5/2024 », and enumerated as follows:

Drawings:

Number	Title	Date
	Wynne's Gut Wetland Improvements	7/5/2024

Specifications:

Section	Title	Pages
	Special Provisions	1-12

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
1	5/20/2024	

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

« Bid Tab »

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

«September 9th 2024 »

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
(Check the appropriate box and complete the necessary information.)

[☐] Not later than ☐ (☐) calendar days from the date of commencement.

[☒] By the following date: « December 31st 2024 »

FINAL COMPLETEION (PLANTING AND GOOSE PROTECTION FENCE) BY April 31st 2025

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

« » (\$217,586.48 « »)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
---------------------	-------

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« » NA

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price
------	-------

NA

§ 3.5 Unit prices, if any, are as follows:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

SEE BID TAB

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

« »NET 30

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert rate of interest agreed upon, if any.)

«1 » % « »

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than « » (\$ «1,000,000 ») each occurrence, « » (\$ «3,000,000 ») general aggregate, and « » (\$ «3,000,000 ») aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « » (\$ «1,000,000 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than « » (\$ «5,000,000 ») each accident

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.NA

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

NA

Limits

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other

causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

« The Town of Belhaven
PO Box 220
Belhaven, NC 27810
Contact: Lynn Davis, Town Manager ldavis@townofbelhaven.com

The Osborne Company of NC DBA Backwater Environmental NC License #16348
PO Box 1107
Eden, NC 27289
Contact: Robert Osborne 336.707.1965 osborne@backwater.biz

Jamie Heath
Planner
Mid-East Commission
(252)296-1656 jheath@mideastcom.org

»

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations

under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Engineer (RK&K) shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

« Exclusive venue for any dispute related to this Settlement Agreement shall be in Beaufort County, North Carolina and Parties agree that it is a proper venue for such dispute. »

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

« »

OWNER (Signature)

« »

(Ricky Credle, Mayor Town of Belhaven)

CONTRACTOR (Signature)

« »

(Robert Osborne President)

LICENSE NO.:16348

JURISDICTION:NC

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

Signed: _____
Finance Officer

Date: _____

TABLE

Meeting Date: September 9, 2024 New Business

Agenda Item: Approve Allocation for Street Repairs

Background Information:

Street repairs are needed throughout town. Citizens have been actively engaged in identifying areas of concern. Contractor Andrew Simmons, Maintenance Solutions NC, worked with Paul Wood to map the areas and provide a solution based proposal for these repairs. He estimates the repairs will be done in the next 60 days, once the contract is awarded. His method of repair will be different for each concern depending on the type of repair that is needed. The goal of this project is longevity of repairs.

Staff Recommendation:

1. Approve allocation \$65,000 of Powell Bill funds for road repairs to be completed by Andrew Simmons, Maintenance Solutions NC.
2. Approve Budget Amendment #4 to increase revenues and expenditures by \$65,000 for road repairs.

Cost of Implementation:

\$65,000 of Powell Bill funds

Motion: _____ 2nd: _____

Approved or Denied: _____ Date: _____

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE TOWN OF BELHAVEN, NC FOR FISCAL YEAR 2024-2025**

RE: Powell Bill Funds

BE IT ORDAINED by the Board of Aldermen of the Town of Belhaven, North Carolina:

Section 1: That the following accounts of the General Fund appropriations budget be increased by the respective amounts indicated:

10-399-001	Fund Balance Appropriated – Powell Bill	\$65,000
------------	---	----------

Section 2. That the following accounts of the General Fund expenditure budget be increased by the respective amounts indicated:

10-570-045	Contracted Services – Street	\$65,000
------------	------------------------------	----------

Section 3. All ordinances of parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall become effective upon its adoption.

Adopted this 9th day of September, 2024.

Mayor

ATTEST:

Town Clerk

Meeting Date: September 9, 2024 New Business

Agenda Item: Adopt Resolution to Become a Member of the American Flood Coalition

Background Information:

Municipalities up and down the east coast are joining the increasing effort to help communities who are affected by flooding. Representatives attended a recent meeting of NCLM where they talked about their mission and encouraged participation from NC cities and counties. Other NC communities that have become members are New Bern, New Hanover County, Pender County, Jones County, Wilmington, Kinston, and others who are flood prone.

Learn more here: <https://floodcoalition.org/platform/>

Advocating for solutions to flooding and sea level rise

The American Flood Coalition drives adaptation to higher seas, stronger storms, and more frequent flooding. As a nonpartisan group of cities, elected officials, military leaders, businesses, and civic groups, the Coalition provides a platform to advocate with a unified voice for solutions to flooding and sea level rise. We focus on policies that strengthen our economy, invest in our cities and towns, and safeguard our national security and advance solutions that support flood-affected communities.

Staff Recommendation:

Adopt a resolution to become a member of the American Flood Coalition.

Cost of Implementation:

Membership is FREE.

Motion: _____ 2nd: _____

Approved or Denied: _____ Date: _____

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF BELHAVEN TO BECOME A MEMBER
OF THE AMERICAN FLOOD COALITION**

WHEREAS, proactively investing to prevent flooding is a wiser use of resources than spending on flooding recovery, as exemplified by FEMA research showing that \$1 spent on disaster prevention saves up to \$7 in recovery costs, and

WHEREAS, national coordination and support are necessary for communities to fully address the challenge of flooding and sea level rise, and the American Flood Coalition provides a platform advocating for national solutions to flooding and sea level rise that invest in and protect our coastal communities, and

WHEREAS, the American Flood Coalition is a not-cost forum for best practices and source of support in developing local and state-level responses to flooding and sea level rise that will enhance Belhaven's resilience effort, and

WHEREAS, flooding and sea level rise are important issues that our residents deserve to understand and the American Flood Coalition provides opportunities and tools to communicate with residents on flooding challenges and solutions, and

WHEREAS, joining the American Flood Coalition will aid Belhaven's efforts to protect against flooding without requiring any financial support or dues from the Town of Belhaven, and

WHEREAS, the Town of Belhaven finds that joining the American Flood Coalition will promote the welfare of Belhaven residents and ensure the prosperity of the local economy by accelerating solutions to sea level rise and flooding, and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF BELHAVEN:

The Town of Belhaven recognizes the need to advance national solutions to sea level rise and flooding and will work as a member of the American Flood Coalition to safeguard the welfare of Belhaven residents.

Adopted this the 9th of September 2024 at Town of Belhaven, North Carolina.

SIGNED:

Ricky Credle, Mayor

ATTEST:

Marcus Pretlow, Town Clerk

Meeting Date: September 9, 2024 New Business

Agenda Item: Site Plan Approval for Belhaven Harbor Park

Background Information:

The Town was awarded grant funding for improvements to the public Belhaven Harbor Park on Water Street. The project includes public restrooms and a covered stage/recreation area. CBC was awarded the design building project in 2023.

The property is located in the Marine Business zoning district. Site plans in the MB district require review and approval by the Planning Board and Town Council. The site plan has been approved by the necessary state agencies. A CAMA permit was not required, only approval from NCDEQ.

The planning board has reviewed this site plan and recommends its approval.

Staff Recommendation:

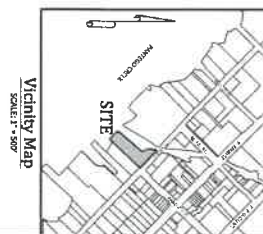
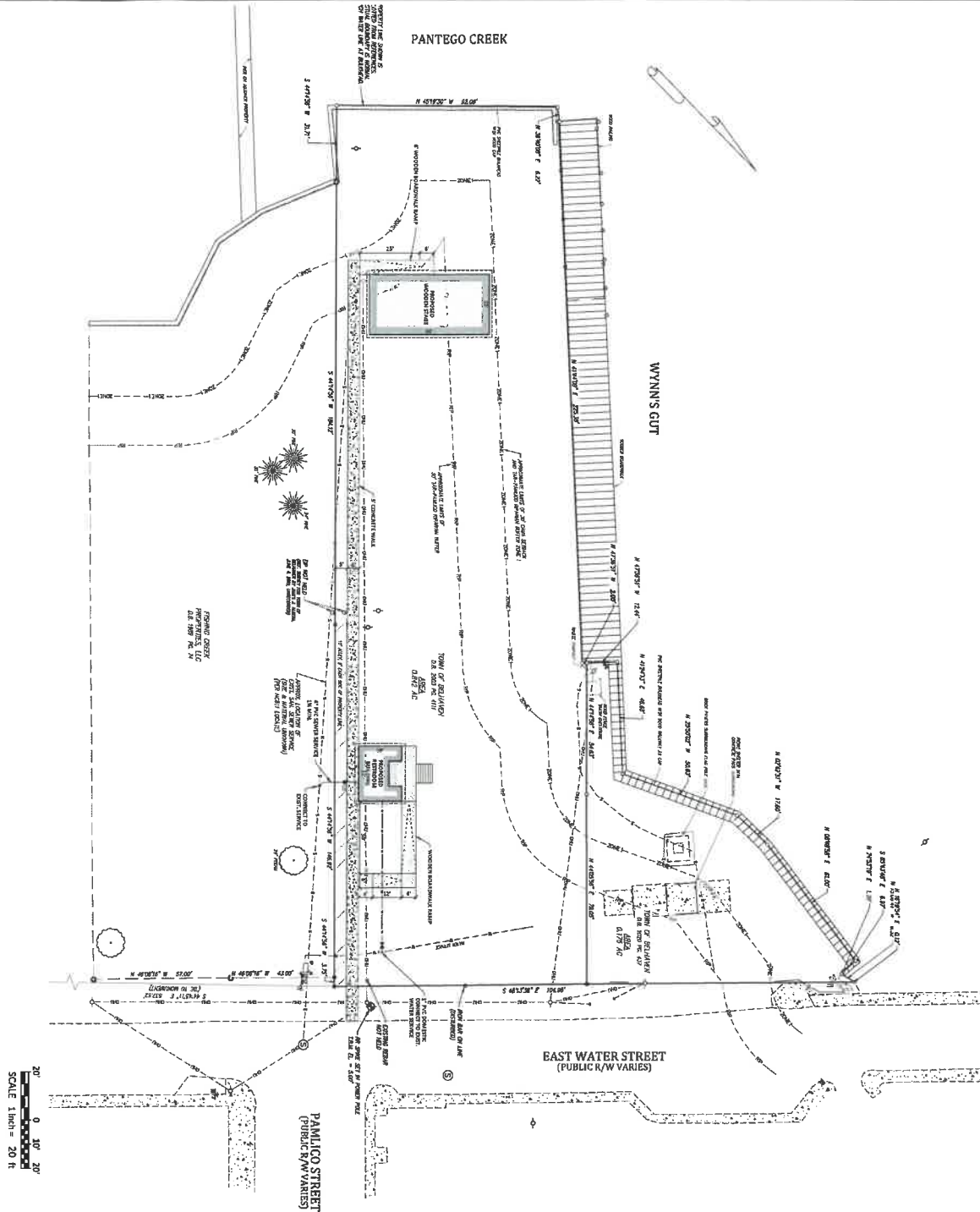
Approve the site plan as presented.

Cost of Implementation:

\$0

Motion: _____ 2nd: _____

Approved or Denied: _____ Date: _____



Site Data

ADDITIONS:	DISTURBED ADJACENT CORNER ZONING TAX PARCELS: NUMBER 6/015 FLOOR AREA: BUILDING FOOT COVERAGE TOTAL SQ. FEET OF DIST. ATTACHED AREA TOTAL SQ. FEET OF PROP. INTERVIEWS AREA REFERENCES:	0.024 AC M6 PLANNING BUSINESS 7505-75381 1.644 SF 0.000 EXIST. 4.50N PROPOSED 0.000 SF 3.474 SF 0.02700 PG 4111 0.010 PG 415 0.01712 PG 446 0.01705 PG 074 284007 WINTER STREET
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General Notes:

- [illegible]

Sheet Index

C1.0	Site & Utility Plan
C2.0	Demolition & Erosion Control Plans
C2.1	Erosion Control Notes & Details
C3.0	Grading & Drainage Plan
C4.0	Miscellaneous Details

REF Survey - Ark Consulting Group, PLLC (1 Sheet)

Owner / Developer

Town of Belhaven
315 E Main Street
Belhaven, NC 27810
(252) 943-3055

Contact: Lynn Davis
ltdavis@townofbelhaven.org

Engineer

Ask Consulting Group, PLLC
925 Conference Drive - Suite A
Greenville, NC 27838
(252) 558-0888

Contact: Bryan C. Fagundes, PE
bryan@askconsultingfirm.com or 800-

SITE & UTILITY PLAN
BELHAVEN HARBOR PARK
EAST WATER STREET & PAMLICO STREET

Town of Belhaven, Beaufort County, North Carolina

Belhaven Police Department

July 2024

Event	Totals
Miles Driven	2,485
Hours of Foot Patrol	41
# of Business Checks	315
# of House Checks	0
Business Escorts	21
Funeral Escorts	0
Community Outreach Events	1
# of Phone Calls Received	274
Window Walk Ups	162
Calls for Service Answered	41
# of Incident Reports Taken	12
# of Accident Reports Taken	0
Citizen Assists	2
Vehicle Unlocks	1
Traffic Stops	0
Citations Issued	0
Written Warnings	1
Verbal Warnings	1
Event	Totals
Subpoenas Served	6
Attempted Subpoena Service	0
Criminal Summons Served	0
Warrant Service	1
Attempted Warrant Service	0
Commitment Papers	0
Commitment Hours	0
Total Number of Arrests	2
DWI	0
Domestic	0
Narcotic	0
Open Positions	3
Applications Received This Month	0
Total Number of Applicants	2
Total # of Applicants in Process	2
Hours of Training	0
% Accreditation Assessments	

	32
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Belhaven Police Department

July 2024

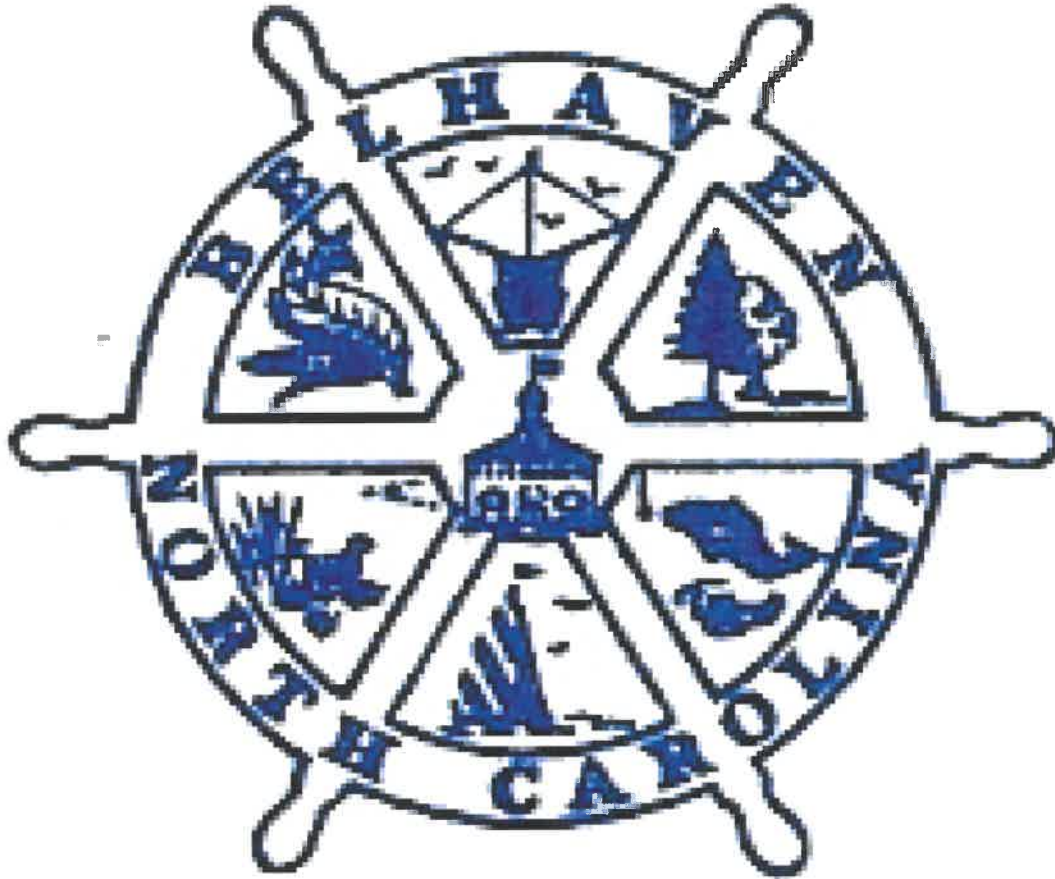
Notes: Sgt. Tony Keech was sworn in on August 29. Sgt. Keech is a Beaufort County Native and a 1997 Washington High School Graduate. He began his career at Beaufort County Sheriff's Office and comes to us from Allied Universal Company Police where he was a school resource officer at Northside High School.

Officer Allera was sworn in on September 4th. Officer Allera is a native of Apollo, Pa. Officer Allera began her law enforcement career with Upper Burrell TWP Police Department in New Kensington Pa. Officer Allera come to us from Vandergrift Police Department in Vandergrift, Pa. Officer Allera and her family discovered Belhaven as a great location for a second home and has since decided to make Belhaven their permanent home. Officer Allera is currently enrolled in the day BLET class at BCCC to complete the necessary hours to become certified in NC.

There are two other applicants in the process we plan on swearing in during the month of September.

Town of Belhaven Water Resources

August 2024



Attachments:

- **Monthly Jobs Report**

Water and Sewer Departments

Steve Hall

Ed LaBarge

T.J. Van Essendelft

Tom Van Staalduin

Water and Wastewater Report As of September 1, 2024

The Town of Belhaven Water Resources' monthly report presented to you for your consideration. The following will list jobs completed and ongoing. This report is general and will not list every task performed by the Water Resources Department. If there are any questions about this report contact information is listed below.

Wastewater Treatment and Collections

- The Waste Treatment Plant recorded 8.9 inches of rain during August. We collected and treated 11.059 million gallons of wastewater. The average flow at the waste treatment plant was 357,000 gallons per day.
- Pipe View Sewer Jetters were in town the second and third weeks of August. They cleaned and camera inspected about 1.8 miles of sewer mains and cleaned two lift stations.
- We made repairs on the bar screen at Waste Treatment.
- We shoveled and loaded 4 beds of sludge.
- We installed a cleanout at 365 Gum and cleared a sewer backup at 434 East Street.
- We responded to 7 grinder pump alarms in the county and rebuilt several pumps at the Mill Street pump shop.
- We responded to (13) 811 One Call requests for locates of utilities and followed up with the positive response.

Water Treatment and Distribution

- The water plant sent 3,321,500 gallons to the town's distribution system in August. That is an average of 107,145 gallons per day.
- We performed our annual Distribution flush during the first week of August. This helps remove old water in the mains.
- We found a leak on a 1.5-inch black roll main along 264 Bypass. We think this has been leaking for a while. The ditch along the road is a slow drainer and was hard to find.
- We had the water tower level control valve in a vault under the tower start leaking. This caused the water level to be off by about 3 feet. This caused the service pumps at the water plant to pump some water over board when the pumps were on. We started missing water and finally found the problem. It is repaired now.

General

- 1) All lift stations not on the Scada system checked daily and those that are, checked weekly.
- 2) Read 3 of the 5-meter books and do follow-up rereads and verify leaks work orders.
- 3) All monitoring data and sampling frequencies meet permit requirements for Water, Waste Treatment, Distribution and Collections.
- 4) Ran 2 set of operational labs at waste treatment, scour sand filters once, and cleaned the weirs at waste treatment once.

**Stephen Hall 943-1400 sewer@townofbelhaven.com
water@townofbelhaven.com**