



**Town of Belhaven
Board of Aldermen Regular Meeting
Monday, October 14, 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 – October 14, 2024
- V. Approval of Minutes –Regular Scheduled Meeting September 09, 2024

Consent Agenda
 1. Approve Grant Administration Contract with MidEast Commission
 2. Approve Grant Administration Contract Amendment with MidEast Commission
- VI. Public Comments
- VII. Appointments to Board & Commissions
- VIII. Finance Report/ Budget Amendment –Colby Nixon
- IX. Town Manager’s Report – Lynn Davis
- X. New Business
 1. Amend Utility Policy to Remove Vacation Mode
 2. Consider Recalculation of Electric Usage
 3. Joint Use Agreement Belhaven After School Program
 4. Joint Use Agreement Request for Arts of the Pungo
 5. DISCUSSION: Charges for CREDIT/DEBIT Card Use for Utility Payments
 6. DISCUSSION: Dollar Tree Annexation
 7. DISCUSSION: Future Use of Police Department/Depot
 8. DISCUSSION: Maintenance Needs of Civic Center
- XI. Board members discussion/remarks
- XII. Adjournment

**NEXT MEETING: MONDAY, November 18, 2024 *Please be advised date of meeting
scheduled due to Veteran’s Day**



**Town of Belhaven Board of Aldermen
Monday, September 09, 2024, 6 PM
Belhaven Civic Center
257 W. Pungo Street**

The Belhaven Board of Aldermen met at 6 PM on Monday, September 09, 2024 at the Belhaven Civic Center, 257 W. Pungo Street, Belhaven, NC. Council members present were: Mayor Ricky Credle, Mayor Pro Tem Ricky Radcliffe and Alderman Nathan van Nortwick, Alderman Greg Satterthwaite, Alderman Carrie Bonnie, and Alderman Shanika Ebron. 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 6:02 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 move up the Withers Ravenel Special Presentation to accommodate Casey Dolan. Mayor Credle requested a motion to adopt the agenda with the additions as noted.

**A motion was made by Mayor Pro Tem Ricky Radcliffe to approve the agenda with the additions as noted. The motion was seconded by Alderman Nathan Van Nortwick.
Motion was approved.**

APPROVAL OF THE BOARD OF ALDERMEN REGULAR MEETING MINUTES OF AUGUST 12, 2024

Mayor Credle asked if there were any changes to the meeting minutes for August 12, 2024. There were no changes noted. Mayor Credle requested a motion to approve the minutes of the regular Board of Aldermen meeting for August 12, 2024.

**A motion was made by Alderman Carrie Bonnie to approve the minutes of the August 12, 2024 Board of Aldermen meeting. The motion was seconded by Alderman Shanika Ebron.
Motion was approved.**

52 **PRESENTATIONS**

53
54 Casey Dolan presented to the Town the Water and Sewer AIA Project/WWTP Condition Assessment
55 Project. The Asset Inventory and Assessment grants were created in Session Law to broaden the use of
56 grant funds to encourage water and wastewater utilities to become more viable and more proactive in
57 the management and financing of their systems. Presentation notebooks were provided to all board
58 members and sitting staff members.

59 **AIA Document A105-2017-Contract between Town of Belhaven and the Osborne Company of NC DBA**
60 **Backwater Environmental NC License #16348**

61
62 **PUBLIC COMMENTS**

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

64
65 Diana Lambeth, 1307 Day Beacon Drive.

66 Ms. Lambeth thanked the Town for the new Belhaven APP. Diana was truly pleased at how great the app
67 was and how it keeps everyone informed. Thanks everyone for the support of the crab crawl.

68 -2nd Annual Trout Tournament October 11 & 12

69 -Encouraged everyone to get out and VOTE

70 -November 5 BBQ and Bake sale held at the Market

71
72 Maurice Griffin, 288 Duke St

73 Mr. Griffin was very thankful for the Town allowing the people in the community to have a voice in
74 repairing the roads here in Town. Next meeting to be held at White Plains Church September 24 at 6
75 PM.

76
77 Alderman Greg Satterthwaite shared a great story regarding the Town App, very pleased of the App's
78 operations.

79
80 **Public Comments closed out 6:38 PM**

81
82 **FINANCE REPORT/BUDGET AMENDMENT**

83
84 Finance Director, Colby Nixon provided us with the Town's Monthly Finance Report ending 08/31/2024.

85 **BA#4 POWER BILL FUNDS: 10-399-001 Fund Balance Appropriated/10-570-045 Contracted Services**

86 **BA#5 SEWER STATE PERMIT REQUIREMENTS: 33-810-044 Sludge Disposal/33-810-063 Sewer State**
87 **Permit Requirements**

88
89
90
91 **TOWN MANAGERS REPORT**

92
93 Manager Lynn Davis gave major updates on projects that are being carries out in Town.

94
95 1. Waterline Project Water Street will start 9/23. Plans are posted at Town Hall.

96
97 2. Wetland Project would began new construction in the upcoming weeks.

98
99 Alderman Carrie Bonnie asked if the sewer work would need to be done as well, in response Mr. Steve
100 Hall replied it has already been completed.

101 Kasey Mickler asked if the waste water was a part of this project, Lynn replied, no.

No further announcements from Town Manager Lynn Davis

OLD BUSINESS

Approve Backwater Environment Contract

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.

**A motion was made by Mayor Pro Tem Ricky Radcliffe to approve Backwater Contract. This Motion was seconded by Alderman Nathan Van Nortwick.
Motion was approved.**

NEW BUSINESS

Approve Allocation for Street Repairs

1. Approve allocation \$65,000 of Power Bill funds for road repairs to be completed by Andrew Simmons, Maintenance Solutions LLC.

2. Approve Budget Amendment #4 to increase revenues and expenditures by \$65,000 for road repairs.

Alderman Carrie Bonnie asked if there would be maps available for everyone to access.
Andrew noted he would supply more maps for the entire project.

**A motion was made by Alderman Shanika Ebron to approve the Allocation for Street repairs. The motion was seconded by Alderman Greg Satterthwaite.
Motion was approved.**

Adopt Resolution to become a member of the American Flood Coalition

Adopt a resolution to become a member of the American Flood Coalition. Municipalities up and down the East Coast are joining the increasing effort to help communities who are affected by flooding. Membership is free.

**A motion was made by Alderman Shanika Ebron to Adopt Resolution to become a member of the American Flood Coalition. The motion was seconded by Mayor Pro Tem Ricky Radcliffe.
Motion was approved.**

Site Plan Approval for Belhaven Harbor Park

The planning board has reviewed this site plan recommends its approval.
Site plans zoned as Marine Business require council approval.

Approve the site plan as presented.

**A motion was made by Alderman Nathan Van Nortwick to approve the Site Plan Approval for Harbor Park. The motion was seconded Mayor Pro Tem Ricky Radcliffe.
Motion was approved.**

Closed Session

Cite: NCGS §143-318.11(a)(1), NCGS § 143-318.11(a)(3), NCGS §143-318.11(a)(7),

152 With no other comments, at about 7:02 pm, Mayor Credle requested a motion for the council to go
153 into Closed Session. A motion was made by Alderman Carrie Bonnie and was seconded by Mayor Pro
154 Tem Ricky Radcliffe.

155 The motion was passed.

156 Mayor Pro Tem Ricky Radcliffe made a motion to come out of closed session at 7:34 pm. The motion
157 was seconded by Alderman Nathan Van Nortwick.

158 Motion was approved.

159
160 A motion was made by Alderman Nathan Van Nortwick to allocate up to \$11,000 to outfit police
161 vehicle. The motion was seconded by Mayor Pro Tem Ricky Radcliffe.

162 The motion was passed.

163
164 Meeting Adjourned 7:37 pm

165
166
167
168
169
170 _____
Mayor-Town of Belhaven

171 ATTEST:

172 _____
173 Town Clerk-Town of Belhaven

174
175
176 **Attachments:**

- 177 - ***Wither's Ravenel Special Presentation***
- 178 - ***Monthly Finance Report***
- 179 - ***Backwater Environment Contract***

Meeting Date: October 14, 2024

Agenda Item: Approve Grant Administration Contract with MidEast Commission

Background Information:

The Town has been awarded a Resilient Coastal Communities Program Grant in the amount of \$500,000. This award is to assist the town in completing the engineering and design work to develop a stormwater action plan while strategically upgrading the town's stormwater system.

The grant funding includes funds for grant administration. MidEast Commission has been the administrator for the other RCCP grants the Town has been awarded. Staff recommends approval of the grant administration contract.

For consideration of a sum of \$20,000.00*, the Mid-East Commission will make available to the Town of Belhaven, the following Planning services:

PROFESSIONAL SERVICES: 1. Administration of the NC Resilient Coastal Communities Program (RCCP) Phase 3 Grant for the engineering/design phase of the Stormwater Action Plan/Easement Acquisition Plan-Upgrade the Stormwater System project.

This grant administration cost is included in the RCCP Phase 3 grant budget.

Staff Recommendation:

Motion to approve grant administration contract for the RCCP Stormwater Action Plan with MidEast Commission.

Cost of Implementation:

Motion: _____ 2nd: _____

Approved or Denied: _____ Date: _____

MID-EAST COMMISSION

NC Resilient Coastal Communities Program Phase 3

Grant Administration Contract

October 14, 2024 – October 31, 2025

THIS AGREEMENT, made this 14th day of October 2024, by and between the Mid-East Commission, hereinafter called the “Commission,” and the Board of Alderman of the Town of Belhaven, North Carolina, hereinafter called the “Town.”

W I T N E S S E T H

WHEREAS, the Commission operates to provide Planning and Technical Assistance to Local Governments in Region Q, and

WHEREAS, the Town, has requested the assistance of the Commission.

NOW, THEREFORE, the Commission and the Town mutually agree as follows:

1. **Employment and Scope of Work**

The Town hereby agrees to engage the Commission and the Commission agrees to perform in a satisfactory and proper manner the work as described in the detailed “Scope of Services” set forth in Exhibit A, attached hereto, and by this reference made a part hereof.

2. **Length of Contract**

The work of the Commission shall commence on or after the 14th day of October 2024 and shall be undertaken and completed in such sequence as to assure expeditious completion in light of the purposes of this Contract; but, in any event, the work required herein shall not extend beyond the Scope of Services set forth in Exhibit A, and this contract and all conditions of this contract shall expire on the 31st day of October 2025.

3. **Compensation and Method of Payment**

The Town will pay the Commission a sum of \$20,000.00 for the services provided hereunder. Services provided are described on page 4, Exhibit A, Scope of Services.

The Commission will issue invoices to the Town periodically as work is completed. The Town will issue a check to the Commission upon receipt of the agreed upon services as set forth in Exhibit A.

4. **Termination of Contract for Cause**

If, for any cause, the Commission shall fail to fulfill in a timely and proper manner its obligations under this Contract, or, if the Commission shall violate any of the covenants, agreements, or stipulations of this Contract, the Town shall, thereupon, have the right to terminate this Contract by giving written

notice to the Commission of such termination forty-five (45) days before such effective date. During the forty-five day notification period, the Commission shall have the opportunity to remedy any failures or violations to avoid termination of the Contract. If termination occurs, the Commission shall be entitled to receive just and equitable compensation for all satisfactory work completed.

The Commission may also terminate this contract for any reasons associated to its workload, time constraints, and the like. If the Commission feels that it cannot complete the work for any of the aforementioned reasons, it shall have the right to terminate this contract by giving written notice to the Town of such termination forty-five (45) days before such effective date.

5. Changes

The Town may from time to time request changes in the Scope of Work or services to be performed by the Commission hereunder. Such changes, including any increases or decreases in the Commission compensation, which are mutually agreed upon by and between the Town and the Commission, shall be incorporated as written amendments to the Contract.

6. Records

The Commission shall maintain financial records pertaining to this Contract for three years after final settlement of the Contract or until cleared by audit.

7. Access to Records

The Commission shall have access to all pertinent records of the Town of Belhaven to assist the Commission staff in providing planning and technical services and as a part of this contract to assure that proper recordkeeping is maintained.

8. Interest of Contractor

The Commission covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Commission further covenants that in the performance of this contract no person having any such interest shall knowingly be employed.

9. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Commission under this contract which requests to be kept confidential shall not be made available to any individual or organization other than the Town.

11. Complete Agreement

This Contract contains the complete agreement of the Parties and may not be modified in any respect except by written amendment hereto.

12. Applicable Laws

The Parties agree that this document is to be governed, construed, and enforced in accordance with all of the laws of the State of North Carolina.

By: Bryant Buck
Bryant Buck, Executive Director
Mid-East Commission

By: _____
Ricky Credle, Mayor
Town of Belhaven Board of Alderman

Date: 10/14/2024

Date: _____

Attest: Patricia H Harris

Attest: _____

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

Signed: _____
Finance Officer

Date: _____

EXHIBIT A

SCOPE OF SERVICES

For consideration of a sum of \$20,000.00*, the Mid-East Commission will make available to the Town of Belhaven, the following Planning services:

PROFESSIONAL SERVICES:

1. Administration of the NC Resilient Coastal Communities Program (RCCP) Phase 3 Grant for the engineering/design phase of the Stormwater Action Plan/Easement Acquisition Plan-Upgrade the Stormwater System project.

*This grant administration cost is included in the RCCP Phase 3 grant budget.

Meeting Date: October 14, 2024

OLD BUSINESS

Agenda Item: Approve Grant Administration Contract Amendment with MidEast Commission

Background Information:

The Town has an active contract with MidEast Commission for administration of the Resilient Coastal Communities Program (RCCP) grant. A date change is needed to match the project extension dates with the administration dates.

For consideration of a sum of \$13,200.00 the Mid-East Commission will make available to the Town of Belhaven, the following Planning services:

PROFESSIONAL SERVICES:

- 1. Administration of the NC Resilient Coastal Communities Program (RCCP) Phase 4 grant (for permitting & construction of the Wynne's Gut constructed wetland project).*

Staff Recommendation:

Motion to approve grant administration contract amendment for the RCCP Phase 4 grant for permitting and construction of the Wynne's Gut constructed wetland project.

Cost of Implementation:

Motion: _____ 2nd: _____

Approved or Denied: _____ Date: _____

MID-EAST COMMISSION

NC Resilient Coastal Communities Program Phase 4 Grant Administration Contract Amendment #1 (Date Only) November 13, 2023 – June 30, 2025

THIS AGREEMENT, made this 13th day of November 2023, by and between the Mid-East Commission, hereinafter called the “Commission,” and the Town of Belhaven, North Carolina, hereinafter called the “Town.”

W I T N E S S E T H

WHEREAS, the Commission operates to provide Planning and Technical Assistance to Local Governments in Region Q, and

WHEREAS, the Town, has requested the assistance of the Commission.

NOW, THEREFORE, the Commission and the Town mutually agree as follows:

1. Employment and Scope of Work

The Town hereby agrees to engage the Commission and the Commission agrees to perform in a satisfactory and proper manner the work as described in the detailed “Scope of Services” set forth in Exhibit A, attached hereto, and by this reference made a part hereof.

2. Length of Contract

The work of the Commission shall commence on or after the 13th day of November 2023 and shall be undertaken and completed in such sequence as to assure expeditious completion in light of the purposes of this Contract; but, in any event, the work required herein shall not extend beyond the Scope of Services set forth in Exhibit A, and this contract and all conditions of this contract shall expire on the 30th day of June 2025.

3. Compensation and Method of Payment

The Town will pay the Commission a sum of \$13,200.00 for the services provided hereunder. Services provided are described on page 4, Exhibit A, Scope of Services.

The Commission will issue invoices to the Town periodically as work is completed. The Town will issue a check to the Commission upon receipt of the agreed upon services as set forth in Exhibit A.

4. Termination of Contract for Cause

If, for any cause, the Commission shall fail to fulfill in a timely and proper manner its obligations under this Contract, or, if the Commission shall violate any of the covenants, agreements, or stipulations of this Contract, the Town shall, thereupon, have the right to terminate this Contract by giving written notice to the Commission of such termination forty-five (45) days before such effective date. During the forty-five day notification period, the Commission shall have the opportunity to remedy any failures or violations to avoid termination of the Contract. If termination occurs, the Commission shall be entitled to receive just and equitable compensation for all satisfactory work completed.

The Commission may also terminate this contract for any reasons associated to its workload, time constraints, and the like. If the Commission feels that it cannot complete the work for any of the aforementioned reasons, it shall have the right to terminate this contract by giving written notice to the Town of such termination forty-five (45) days before such effective date.

5. Changes

The Town may from time to time request changes in the Scope of Work or services to be performed by the Commission hereunder. Such changes, including any increases or decreases in the Commission compensation, which are mutually agreed upon by and between the Town and the Commission, shall be incorporated as written amendments to the Contract.

6. Records

The Commission shall maintain financial records pertaining to this Contract for three years after final settlement of the Contract or until cleared by audit.

7. Access to Records

The Commission shall have access to all pertinent records of the Town of Belhaven to assist the Commission staff in providing planning and technical services and as a part of this contract to assure that proper recordkeeping is maintained.

8. Interest of Contractor

The Commission covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Commission further covenants that in the performance of this contract no person having any such interest shall knowingly be employed.

9. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Commission under this contract which requests to be kept confidential shall not be made available to any individual or organization other than the Town unless disclosure is otherwise required by law..

11. Complete Agreement

This Contract contains the complete agreement of the Parties and may not be modified in any respect except by written amendment hereto.

12. Applicable Laws

The Parties agree that this document is to be governed, construed, and enforced in accordance with all of the laws of the State of North Carolina.

By: _____
Bryant Buck, Executive Director
Mid-East Commission

By: _____
Ricky Credle, Mayor
Town of Belhaven Board of Commissioners

Date: _____

Date: _____

Attest: _____

Attest: _____

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

Signed: _____
Finance Officer

Date: _____

EXHIBIT A

SCOPE OF SERVICES

For consideration of a sum of \$13,200.00 the Mid-East Commission will make available to the Town of Belhaven, the following Planning services:

PROFESSIONAL SERVICES:

1. Administration of the NC Resilient Coastal Communities Program (RCCP) Phase 4 grant (for permitting & construction of the Wynne's Gut constructed wetland project).



Town of Belhaven
Board/Committee Volunteer Form

DATE OF APPLICATION: 9-30-24

NAME: Kim Anthony Chace

ADDRESS: 449 TOOLEY ST.

MAILING ADDRESS (IF DIFFERENT): _____

CITY, STATE ZIP: BELHAVEN NC 27810

PHONE: 252-385-1856 EMAIL: kim.chace@jarko.com

VOLUNTEER BOARD/COMMITTEE OF INTEREST (check 1)

- | | | |
|---|--|--|
| ☐ Planning Board | ☒ Board of Adjustments | ☐ Human Relations Commission |
| ☐ Community Appearance Committee | ☐ Celebrations Committee | ☐ Recreation Advisory Committee |
| ☐ Public Buildings Committee | | |

How long have you lived in Belhaven? 15 yrs

Why do you wish to serve on this committee? WITH MORE PEOPLE COMING TO OUR TOWN, I FEEL MY EXPERIENCE AS A LOUDOUN COUNTY VA. ZONING OFFICIAL WOULD BE BENEFICIAL TO THE TOWN.

Briefly describe what experience you have that will make you a good candidate for this board/committee position? ZONING OFFICIAL LOUDOUN CO. VA. "CERTIFIED" HAVE BEEN CERTIFIED IN ZONING, EROSION + SEDIMENT CONTROL, HISTORIC DISTRICTS AND MOUNTAINSIDE + RIVER + FLOODPLAIN DISTRICTS. ALL CERTIFICATIONS THRU VIRGINIA TECH UNIVERSITY.

Do you have any potential conflicts of interest that could interfere with your active participation on this board/committee? ☒ NO ☐ YES, please explain.

Signature: _____

Kim A. Chace

The Belhaven Board of Aldermen make appointments to boards and commissions as vacancies occur.

Thank you for your interest in serving as a volunteer for the Town of Belhaven.

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

RE: Purchase of Leased Vehicles

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:

10-510-074	Capital Outlay (PD)	\$4,175.66
10-550-072	Capital Outlay (Public Works)	\$3,123.65
30-810-072	Capital Outlay (Water)	\$3123.65

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

10-510-085	Equipment Rental (PD)	(\$4,175.66)
10-550-085	Equipment Rental(Public Works)	(\$3,123.65)
30-810-085	Equipment Rental (Water)	(\$3123.65)

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 14th day of October, 2024.

Mayor

ATTEST:

Town Clerk



Belhaven, NC

Income Statement Group Summary

For Fiscal: 2024-2025 Period Ending: 09/30/2024

Account Type	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 10 - GENERAL FUND					
Revenue	3,344,083.00	3,525,954.85	218,910.64	464,842.58	3,061,112.27
Expense	3,344,083.00	3,525,954.85	250,079.25	850,734.52	2,675,220.33
Fund: 10 - GENERAL FUND Surplus (Deficit):	0.00	0.00	-31,168.61	-385,891.94	385,891.94
Fund: 30 - WATER					
Revenue	555,574.00	561,578.00	44,674.38	136,624.48	424,953.52
Expense	555,574.00	561,578.00	39,630.60	109,205.22	452,372.78
Fund: 30 - WATER Surplus (Deficit):	0.00	0.00	5,043.78	27,419.26	-27,419.26
Fund: 31 - ELECTRIC					
Revenue	2,412,307.00	2,419,451.00	178,102.42	622,042.74	1,797,408.26
Expense	2,412,307.00	2,419,451.00	177,505.34	557,358.11	1,862,092.89
Fund: 31 - ELECTRIC Surplus (Deficit):	0.00	0.00	597.08	64,684.63	-64,684.63
Fund: 32 - CEMETERY					
Revenue	6,250.00	6,250.00	0.00	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	0.00	1,005.00	-1,005.00
Fund: 33 - SEWER					
Revenue	889,378.00	897,149.62	83,554.15	242,740.64	654,408.98
Expense	889,378.00	897,149.62	56,357.68	137,341.53	759,808.09
Fund: 33 - SEWER Surplus (Deficit):	0.00	0.00	27,196.47	105,399.11	-105,399.11
Total Surplus (Deficit):	0.00	0.00	1,668.72	-187,383.94	

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
10 - GENERAL FUND	0.00	0.00	-31,168.61	-385,891.94	385,891.94
30 - WATER	0.00	0.00	5,043.78	27,419.26	-27,419.26
31 - ELECTRIC	0.00	0.00	597.08	64,684.63	-64,684.63
32 - CEMETERY	0.00	0.00	0.00	1,005.00	-1,005.00
33 - SEWER	0.00	0.00	27,196.47	105,399.11	-105,399.11
Total Surplus (Deficit):	0.00	0.00	1,668.72	-187,383.94	



Belhaven, NC

Budget Report for Short Fiscals

Group Summary

For Fiscal: 2024-2025 Period Ending: 09/30/2024

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance	Percent Remaining
					Favorable (Unfavorable)	
Fund: 10 - GENERAL FUND						
Expense	3,344,083.00	3,525,954.85	250,079.25	850,734.52	2,675,220.33	75.87%
Fund: 10 - GENERAL FUND Total:	3,344,083.00	3,525,954.85	250,079.25	850,734.52	2,675,220.33	75.87%

• Budget Report for Short Fiscals

For Fiscal: 2024-2025 Period Ending: 09/30/2024

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 30 - WATER						
Expense	555,574.00	561,578.00	39,630.60	109,205.22	452,372.78	80.55%
Fund: 30 - WATER Total:	555,574.00	561,578.00	39,630.60	109,205.22	452,372.78	80.55%

• Budget Report for Short Fiscals

For Fiscal: 2024-2025 Period Ending: 09/30/2024

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 31 - ELECTRIC						
Expense	2,412,307.00	2,419,451.00	177,505.34	557,358.11	1,862,092.89	76.96%
Fund: 31 - ELECTRIC Total:	2,412,307.00	2,419,451.00	177,505.34	557,358.11	1,862,092.89	76.96%

• Budget Report for Short Fiscals

For Fiscal: 2024-2025 Period Ending: 09/30/2024

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 33 - SEWER						
Expense	889,378.00	897,149.62	56,357.68	137,341.53	759,808.09	84.69%
Fund: 33 - SEWER Total:	889,378.00	897,149.62	56,357.68	137,341.53	759,808.09	84.69%
Report Total:	7,201,342.00	7,404,133.47	523,572.87	1,654,639.38	5,749,494.09	77.65%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
10 - GENERAL FUND	3,344,083.00	3,525,954.85	250,079.25	850,734.52	2,675,220.33	75.87%
30 - WATER	555,574.00	561,578.00	39,630.60	109,205.22	452,372.78	80.55%
31 - ELECTRIC	2,412,307.00	2,419,451.00	177,505.34	557,358.11	1,862,092.89	76.96%
33 - SEWER	889,378.00	897,149.62	56,357.68	137,341.53	759,808.09	84.69%
Report Total:	7,201,342.00	7,404,133.47	523,572.87	1,654,639.38	5,749,494.09	77.65%

Meeting Date: October 14, 2024 NEW BUSINESS

Agenda Item: Amend Utility Policy to Remove Vacation Mode

Background Information:

The adopted Utility Policy includes a long-standing service called Vacation Mode. Vacation Mode allows for water/sewer services to be turned off for a period of time and the customer will not incur the flat rate expense for that period. The policy includes a reconnect fee when the services are turned back on. This same service is not available for electricity.

Utility staff has found time and again that this service is being abused. Regardless of the number of gallons of water used or processed by the waste treatment plant, there is still a cost for the operations and maintenance expense to serve that line that runs in front of the customer's home.

At any given time there are approximately 12-15 customers on vacation mode.

Staff Recommendation:

Motion to amend the Utility Policy to remove the option of Vacation Mode to temporarily disconnect utilities and not incur a bill.

Cost of Implementation:

\$0

Motion: _____ 2nd: _____

Approved or Denied: _____ Date: _____

be approved before further steps are taken. Costs associated with this application are the responsibility of the property owner. The engineer will inspect installation and sign off if acceptable.

Security Deposit

The Town of Belhaven shall require a customer utility deposit for establishing water, sewer, electrical, and refuse accounts per account/property address. The security deposit is held in a non-interest account by the Town. The customer utility deposit shall be:

Electric Only

Good Credit	\$100
Bad Credit	\$300

Electric/Water/Sewer

Good Credit	\$150
Bad Credit	\$350

Any person applying for utility services will have their credit checked using the Online Utility Exchange service. That credit information along with the history of usage at the service address will be used to determine the amount of the deposit.

If an applicant wishes to use his/her credit history from a previous utility provider, a letter of account in good standing and payment history must be provided with the application to determine the deposit rate for services.

The utility deposit will be applied to the utility account upon closeout of the account after a final billing on the account; any remaining balance will be refunded to the customer after the final billing.

Service Contracts

- Rental property – At the property owner’s request, the Town will mail monthly utility bills directly to the tenant(s); payment reminders and notices of disconnection will be mailed to the property owner and tenant.
- Vacant rentals, vacant homes, vacation homes – owner shall be charged the basic rate for electric, water, and wastewater regardless of dwelling occupancy. The owner may request that water and electricity be disconnected; in this instance a basic rate will not be applied monthly. A water reconnection fee of \$25.00 and an electric reconnection fee of \$25.00 will be applied when service is reinstated from vacation mode.
- NOTE: If a property has been vacant for 1 year or longer, a minimum housing inspection will be required before utilities will be connected.
- It is the responsibility of the utility customer or landlord to notify the Town of Belhaven if utility service should be discontinued when someone moves.

Meeting Date: October 14, 2024 NEW BUSINESS

Agenda Item: INTRODUCTION: Consider Recalculation of Electric Usage

Background Information:

It is recommended that municipalities who operate utilities perform a rate study at least every 5 years to ensure that the rates being charged for services cover the operations and maintenance cost for the utility system.

The last time this was performed for Belhaven was around 2015. ElectiCities has provided a snapshot look at the current rate structure. Rick VanderMaas presented this information at the February, 2024 Town Council Meeting (presentation is attached). At that time, he informed the Council that the rate structure (not necessarily the rates) was antiquated. The current structure is based on every customer receiving 74 kWh for \$9.70. There is no customer charge or fixed amount charged to each customer to allow for O&M expenses of the system.

This scenario is much like the rate study noted in the water/sewer departments several years ago. Regardless of how much electricity a customer uses, there is still a cost associated with providing the line that runs in front of their home or business.

In the next several months, an additional expense of approximately \$91,000 will be passed along to the Town from Duke Energy Progress. This will be paid for over the next 24 months. This is not the first time this has happened since 2015, but the rate structure has never changed.

Staff Recommendation:

This agenda item's purpose is to bring information to the Council. There is a lot of information to consider before making a decision on the rate structure. The information provided should be reviewed, questions asked, and options considered at the November meeting.

Cost of Implementation:

Motion: _____ 2nd: _____

Approved or Denied: _____ Date: _____

Inflation Over 10 Years

	2015	2024
Gallon of Milk	\$3.42	\$4.33
Gallon of Gas	\$2.43	\$3.21
Dozen Eggs	\$2.75	\$3.204
Loaf of Bread	\$1.45	\$2.54
Single Family Home in NC	\$184,457	\$382,900

Cumulative Inflation 66% between 2015 and 2024, or 2.58% annually

Residential Bill Impact Calculator		
Enter kWh	747	
	Bill Difference inc PCA	
Bill Item	Current Bill	Proposed Bill
Customer Charge	\$9.70	\$13.00
Energy	93.48	91.51
PCA	0.00	4.53
Subtotal =	\$103.18	\$109.04
Subtotal Bill \$ Change =		\$5.86
% Bill Change	5%	
Sales Tax	\$7.22	\$7.63
Total Bill =	\$110.40	\$116.67
	% Change in Bill	5%

Residential Bill Impact Calculator		
Enter kWh	1,013	
	Bill Difference inc PCA	
Bill Item	Current Bill	Proposed Bill
Customer Charge	\$9.70	\$13.00
Energy	130.43	124.09
PCA	0.00	6.15
Subtotal =	\$140.13	\$143.24
Subtotal Bill \$ Change =		\$3.11
% Bill Change	2%	
Sales Tax	\$9.81	\$10.03
Total Bill =	\$149.94	\$153.27
	% Change in Bill	2%



Town of Belhaven Retail Revenue and Rate Presentation

February 12, 2024



1

Current Revenue Projections

Town of Belhaven Projected Revenue July 2024 - June 2025 Agency Load Forecast

Revenue Category	Annual kWh	% of total	Total Projected
1. Retail Electric Sales			
Residential	8,325,208	55.9%	\$ 1,155,243
Small Commercial - No Demand	1,829,412	11.0%	\$ 252,288
Small Commercial - Demand	180,765	1.2%	\$ 45,026
Small Commercial - Multi-Phase	470,179	3.2%	\$ 77,175
Large Commercial - Demand	4,111,126	27.8%	\$ 512,663
Large Commercial - Demand (Perdue)	166,035	1.1%	\$ 39,522
Sales Tax Collected			\$ -
Total Electric Sales Revenues	14,979,724	100.0%	\$ 2,082,148
2. Other Revenues			
Other Electric Charges			\$ -
Area and Street Light Charges (a)	203,752		\$ 49,538
Miscellaneous Revenues			\$ -
Total Other Revenues			\$ 49,538
Projected Billed Retail kWh	14,031,058		
Projected kWh Included in Minimum Bill	848,666	5.7%	
Total Retail kWh	14,979,724		
Test Period Revenues			\$ 2,132,687
Less Projected Revenue Requirements (b)			\$ 1,451,931
Test Period Net Revenues (Shortfall)			\$ 670,756



The energy, natural gas and water utility

2

2

Electric System Depreciation

Electric Fund Depreciable Assets*	Amount
Construction Work in Progress	\$ 0 (additions in 2021)
Total Depreciable Assets	\$ 957,401
Total Accumulated Depreciation	\$ 778,957
Overall System Depreciation	81.4 %
Recommended System Depreciation	50 %

Belhaven has an aged electric system infrastructure. While the numbers indicate the overall system is 81.4% depreciated some system assets could be well past their usable life. (Depreciation % - Substation (68.5%), Equipment (99.6%), Vehicles (100%))

Minimum Annual System Capital spending \$48,000 (5% of the \$957k asset base)

Consideration should be given to additional capital spending above the minimum to catch the system up

*Source 2021 Audited Financial Statement

3

Breakdown of Projected Net Margin

Cost Causation	Amount	Funds Available
Net Margin (after WPC)		\$ 670,756
Electrical Operations ¹	\$ (751,474)	\$ (80,718)
Minimum Capital Spending ²	\$ (48,000)	\$ (128,718)
Additional Capital Spending ³	\$ (15,000)	\$ (143,718)

1) Based on 2021 Audited Financial Statements

2) Based on \$957.4 thousand in depreciable assets

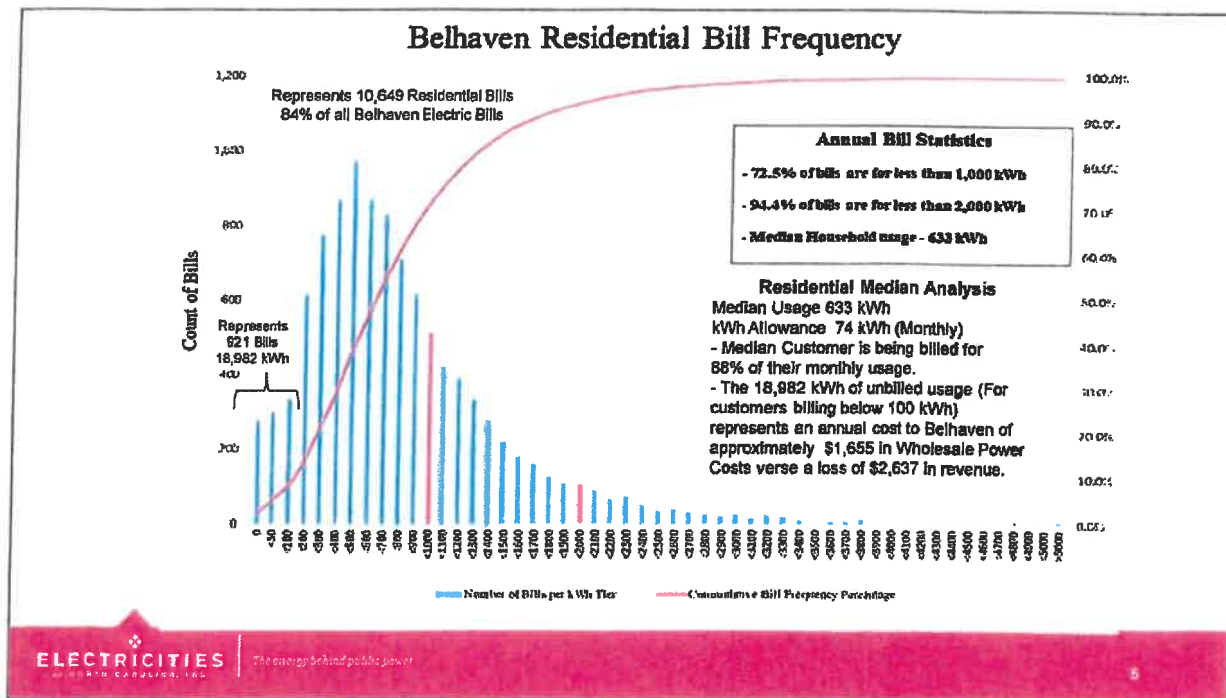
1) The 2021 audit shows no capital additions in the Capital Assets section but \$16,392 is included as an expenditure in Exhibit D-3

3) Additional capital spending to bring the electric system up to date

4) Note...this is not an in-depth analysis of Belhaven's accounting or budgeting

Source 2021 Audited Financial Statement

4



5

Cost of Service Based Customer Charges

Rate Class	Minimum Bill Missed Revenue and kWh	
Residential	\$ 102,002	Represents 9.7% of Residential Energy Revenues
Small Commercial	\$ 25,033	
Estimated Minimum Bill Lost Revenue*	\$ 127,035	Represents 8.7% of SGS Energy Revenues
Residential kWh	734,356	
Small Commercial kWh	114,310	
Total kWh	848,666	
	(5.7% of total projected kWh)	

Minimum Bill (Customer Charge) should be set to recover all the costs if a customer uses 0 kWh in a billing period.

Minimum Bill rates not set to recover the appropriate revenue and/or include non-billed kWh result in the subsidizations of low use and/or more energy efficient customers.

*Approximately \$74,000 of this unrecovered revenue is for Wholesale Power Costs to Belhaven

6

Minimum (Customer) Charge Basis

What the Customer Charge Should be Set to Recover

Meter operation, maintenance and replacement costs

Meter reading costs or AMR installation costs

Billing Costs (including taking payments)

Customer Service Department

Service into customers facilities

Portion of Distribution System

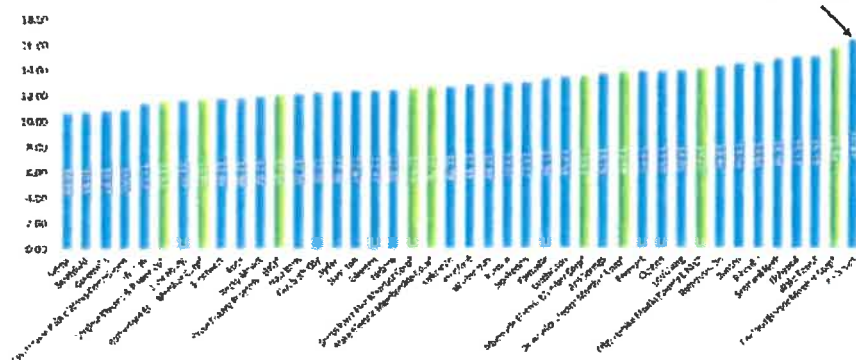
- Cost to get a wire from the sub-transmission system to customer
- Based on minimum sizing
(If all customers only used a single kWh)

Customer Charge is set to recover all the cost if a customer uses 0 kWh in a billing period

7

NCEMPA 2022 Comparison
Residential Avg Retail Price (cents/kWh)

Belhaven

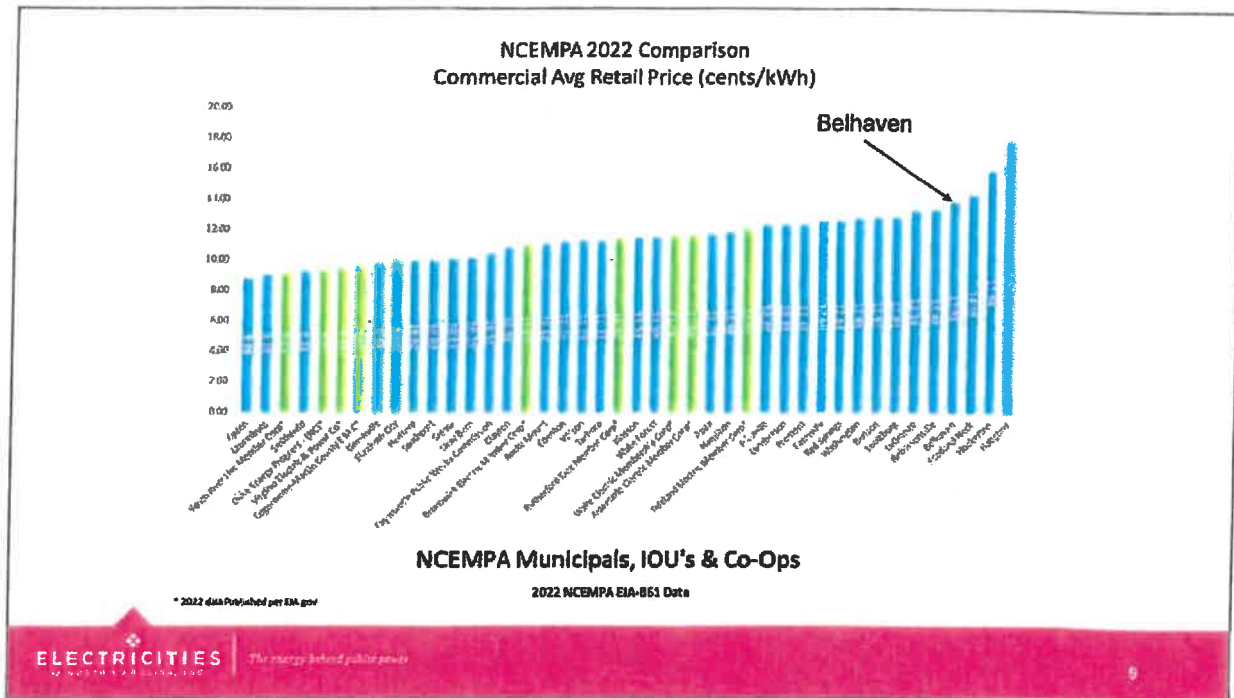


NCEMPA Municipals, IOU's & Co-Ops

2022 NCEMPA EIA-861 Data

* 2027 date Published per CIA.gov

8



9

FY24 / 25 Rate Change Recommendations

- Residential
 - From \$9.70 to a range of \$12.50 to \$15.00
 - Remove or phase out kWh Allowance (74 kWh increase up to \$10.28)
- Small General Service
 - From \$10.12 to a range of \$20.00 or \$30.00
 - Remove or phase out kWh Allowance (51 kWh increase up to \$10.79)
- Small General Service (Multi-Phase)
 - From \$34.04 to a range of \$55.00 or \$65.00
 - Remove or phase out kWh Allowance (172 kWh increase up to \$39.56)
- Demand Service (Large Commercial)
 - From \$0 to \$250.00

Demand rates would remain the same provided they support the overall budget

Energy Rates could be lowered with increase in Minimum Bill and removal of included kWh

Consider Instituting a Power Cost Adjustment (PCA)

10

Financial Study Recommendation

Cost of Service Study

Cost \$24,800

Including

- Class Cost of Service, Distribution and other System Costs
- 5 Yr Financial Projection including minimum cash, cash reserves, target operating income, debt coverage ratio
- Minimum System Analysis
- 1 Yr Rate Design

Financial Projections

Cost \$12,500

Including

- 5 Yr Financial Projection including minimum cash, cash reserves, target operating income, debt coverage ratio
- 1 Yr Rate Design
- 1) ElectriCities Partners with Utility Financial Solutions (UFS)
- 2) Cost estimates based on 2022 EIA-861 customer count of 1,057



The energy behind public power

11

11



www.electricities.com

STAY CONNECTED

- @ElectriCitiesNC
- @ElectriCitiesNC
- @ElectriCitiesNC
- company/electricitiesnc
- NC Public Power Channel



12

Meeting Date: October 14, 2024 NEW BUSINESS

Agenda Item: INTRODUCTION: Joint Use Agreement Belhaven After School Program

Background Information:

The Boys and Girls Club has recently vacated the Multipurpose Building and discontinued their services in the Belhaven community. A new afterschool program has stepped up to fill the role. They are using the same space that was previously used for the Boys & Girls Club.

A new joint use agreement should be agreed to as this service to the Belhaven community continues.

A copy of the Boys & Girls Club JUA follows this worksheet. The highlighted areas will specifically need to be considered for joint use agreement. Items 1-17 are where the specifics are located.

Staff Recommendation:

Cost of Implementation:

Motion: _____ 2nd: _____

Approved or Denied: _____ Date: _____

SAMPLE ONLY - SAMPLE ONLY - SAMPLE ONLY

STATE OF NORTH CAROLINA COUNTY OF BEAUFORT

THIS AGREEMENT, made and entered into this__ day of_____, 2024

by and between the Town of Belhaven (hereinafter referred to as "Owner"); and the Boys & Girls Clubs of the Coastal Plain, Inc., a North Carolina non-profit corporation (hereinafter referred to as "Tenant");

W I T N E S S E T H:

WHEREAS, Owner owns a building in Belhaven, North Carolina;

WHEREAS, Tenant provides programs and activities for youth ages 6 through 18 designed to promote academic success, healthy lifestyles, and good character and citizenship;

WHEREAS, Owner desires to have Tenant operate its programs in Belhaven, North Carolina to serve the youth of Belhaven and surrounding communities in a building owned by Owner, and Tenant desires to provide its programs to the youth of Belhaven and surrounding communities in a building owned by Owner; and

WHEREAS, Owner and Tenant desire to establish the terms and conditions of an agreement and execute this Agreement to so establish such terms.

NOW, the parties hereby do agree as follows:

Premises. Owner hereby does let and demise to Tenant that certain building located at 225 W. Pantego Street Belhaven, NC 27810 (hereinafter collectively referred to as the "Premises").

During the times of the year when students in the public schools in Beaufort County, North Carolina are in school, Tenant shall have use of the Premises from 2:00 pm - 6:00 pm, Monday through Friday, except that Owner shall have exclusive use of the gym portion of the Premises to accommodate practices/games scheduled by Owner. Owner will provide a schedule to Tenant ten (10) days in advance of Owner usage described in this subsection.

During all other times of the year, including when students in the public schools in Beaufort County, North Carolina are on summer break and on school holidays and teacher workdays, Tenant shall have use of the Premises from 9:00 am - 6:00 pm, Monday- Friday. Tenant acknowledges and agrees that Owner is entitled to exclusive use of the Premises at all times except those times specifically listed above as reserved for use by the

1.b. Request to reserve gym access in the mornings during the summer.

Tenant and at any times by mutual consent.

Term. The term of this agreement shall commence on _____ 2024, (hereinafter referred to as the "Commencement Date") and shall expire five (5) years thereafter, unless earlier terminated as provided herein. Upon the expiration or earlier termination of this Agreement, thereafter neither party shall have any rights or obligations hereunder except such rights or obligations as had accrued prior to said expiration or earlier termination or rights or obligations pursuant to provisions of this Agreement which specifically provide that said provisions shall survive the expiration or earlier termination of this Agreement. Either party may terminate this Agreement, for any reason or for no reason, upon not less than 120 days prior written notice to the other party.

Use. During the term of this Agreement and any extension hereof, the Premises shall be used only for the Belhaven Unit of the Boys & Girls Clubs of the Coastal Plain, Inc. The use of the Premises may not be changed without the prior written consent of Owner.

Maintenance and Repair. Tenant accepts the condition of the Premises "as is." During the term of this Agreement, Tenant, at Tenant's sole cost and expense shall have the Premises cleaned regularly and provide paper products and hand soap. During the term of this Agreement, Owner, at Owner's sole cost and expense, shall maintain, repair the Premises, both interior and exterior, including, but not being limited to, landscaping, electric and plumbing fixtures, heating, ventilating and air conditioning systems, foundations, roof, and exterior walls in a timely manner so not to interrupt Tenant activities. At all times during the term of this Agreement, Owner shall keep the improvements on the Premises and the Premises themselves in as good a condition as exists on the date the term of this Agreement commences, ordinary wear and tear excepted. In the event the Premises is damaged through the willful misconduct or negligent acts of Tenant, or any of Tenant's agents, representatives, invitees, or children receiving services, Tenant shall be liable to Owner for all costs of repair of such damages.

Utilities. Owner shall be responsible for providing and paying the costs of the following utility services to the Premises: water, sewer, electricity, and telephone.

Alterations. Tenant shall have the right to make any alternations, additions, or improvements to the Premises as it deems necessary or desirable with prior written approval from Owner. All furnishings, furniture, fixtures and equipment installed by Tenant on the Premises may be removed from the Premises at any time during the term of this Agreement.

At the expiration of the term of this Agreement or the earlier termination thereof, upon demand by Owner, Tenant, at Tenant's sole cost and expense, shall remove any furnishings, furniture, fixtures and equipment installed by Tenant on the Premises.

Tenant's Personal Property. All of the personal property placed or installed on the Premises by Tenant shall be at the risk of Tenant, and Owner shall not be liable for any damage to or the destruction of said personal property.

Signs. Tenant may erect or install a sign or signs announcing its services on the exterior of the Premises so long as such is consistent with local ordinances.

Taxes. Owner agrees to pay during the term of this Agreement any ad valorem taxes and any special assessments assessed on the Premises.

Assignment and Subletting. Tenant shall not have the right to assign this Agreement or to sublet the Premises or any part thereof without the prior written consent of Owner, which consent Owner may withhold in its sole discretion.

Sale of Premises by Owner. In the event the underlying fee title to the Premises is conveyed or transferred during the term of this Agreement, Tenant hereby agrees to attorn to the transferee of the underlying fee title to the Premises as Owner under this Agreement and agrees that from and after the transfer of the fee title to the Premises, Tenant shall look solely to said transferee for all obligations of Owner hereunder, and the Owner transferring said fee title thereafter shall be released from all obligations of Owner hereunder arising after the date of the conveyance of transfer of the fee title underlying the Premises.

Casualty Damage. In the event the Premises are rendered wholly or partly untenable for the uses allowed by the paragraph hereof entitle "Use", as determined by Tenant, because of fire, the elements, unavoidable accidents or other casualty, then Tenant may terminate this Agreement as of the date of such destruction by giving written notice to Owner within thirty (30) days of such date. In the event such an act of God occurs and Tenant elects not to terminate this Agreement because Owner promises to repair the Premises, such repairs shall be completed within a mutually agreed upon timeframe. In the event

such repairs are not so completed, Tenant may terminate this Agreement.

Condemnation. If the whole or any part of the Premises shall be appropriated and taken by virtue of any condemnation proceeding for any public or quasi public use or purpose, or conveyed in lieu of such appropriation or taking, then Tenant may terminate this Agreement.

Insurance.

During the term of this Agreement, Tenant, at Tenant's sole cost and expense, shall maintain casualty insurance on Tenant's personal property located on the Premises and a general comprehensive public liability insurance policy in a minimum amount of \$ _____ issued by an insurance company licensed to do business in North Carolina, which policy shall insure Tenant against any and all liability for injury to or death of a person or persons, and for damage to or destruction of property occasioned by or arising out of or in connection with the use or occupancy of the Premises by Tenant. Tenant shall list Owner as an additional insured on its general comprehensive policy against liability arising out of the use and occupancy of the Premises.

With respect to the improvements located on the Premises, Owner shall obtain and maintain in full force during the term of this Agreement a policy or policies of casualty insurance in an amount and insuring such risks as Owner may determine in Owner's reasonable discretion.

Default. A default pursuant to this Agreement occurs if either party fails to perform any of the terms, covenants or conditions contained in this Agreement to be observed or performed by such party, and such failure has continued for more than thirty (30) days after the non-breaching party has provided written notice of such failure to the breaching party.

Holdover. Upon the expiration of the term of this Agreement, Tenant shall immediately surrender possession of the Premises to Owner. If notwithstanding the foregoing, Tenant remains in possession of the Premises after the expiration of the term of this Agreement without the execution of a new agreement, Tenant shall occupy the Premises under a month-to-month tenancy, subject to all of the conditions of this Agreement insofar as same are consistent with such tenancy. In no event shall the tenancy exceed ten years from the date of execution.

Miscellaneous.

Neither the execution of this Agreement nor the performance of any act pursuant to the provisions hereof shall be deemed or construed to have the effect of creating

between Owner and Tenant the relationship of principal and agent, partnership or joint venture.

Any notice required hereunder shall be deemed sufficient notice and service thereof completed upon receipt or

refusal of same if same shall be in writing addressed to the addressee at the address set forth below, mailed certified or registered, postage prepaid, with return receipt requested.

Owner and Tenant agree that no representations or inducements have been made other than those expressed herein and that this Agreement contains the entire agreement between the parties hereto. Any amendments to this Agreement shall be in writing and signed by Owner and Tenant.

The paragraph headings and captions are for convenience of reference only and shall not be used to construe or interpret the words used in this Agreement.

The address of Tenant to which all notices herein provided shall be sent is:

Boys & Girls Clubs of the Coastal Plain, Inc.
Attn: Kimberly Boyd, President/CEO
621 West Fire Tower Road
Winterville, NC 28590

The address of Owner to which all notices herein provided shall be sent is:

Town of Belhaven
Attn: Lynn Davis, Town Manager
PO Box 220
315 East Main Street
Belhaven, NC 27810

Throughout this Agreement, the masculine gender shall be deemed to include the neuter and the feminine; the singular, the plural; the plural, the singular; the corporate, the individual; and the individual, the corporate.

This Agreement shall be construed according to the laws of the State of North Carolina and any action brought to enforce or interpret this Agreement shall be brought only in the courts of Beaufort County, North Carolina.

This Agreement is executed in duplicate originals, either of which shall be declared an original.

This Agreement shall be binding upon the successors and assigns of Owner and Tenant; provided, however, nothing herein shall permit any assignment or subletting of this Agreement by Tenant except as provided herein.

Meeting Date: October 14, 2024 NEW BUSINESS

Agenda Item: INTRODUCTION: Joint Use Agreement Request for Arts of the Pungo

Background Information:

Arts of the Pungo is requesting use of the hallway space at Old Town Hall to offer programs and provide storage of AOP materials.

As this is not an agency of the Town, a JUA should be considered if it is the desire of the Town to allow for this use.

If the Council wishes to pursue a JUA, there are a number of considerations that should be made.

- storage of materials
- others who use the building
- flooding and flood precautions
- any other suggestions from the Council

Staff Recommendation:

If the Town wishes to pursue this, the considerations should be drafted into a contract by the Town's attorney for review and consideration at a later date.

Cost of Implementation:

Motion: _____ 2nd: _____

Approved or Denied: _____ Date: _____

Meeting Date: October 14, 2024

Agenda Item: DISCUSSION: Charges for CREDIT/DEBIT Card Use for Utility Payments

Background Information:

The Finance Department continues to make changes and improvements to ensure the accuracy in utility collections and financial reporting. The new card readers require that a card be present when being used for a transaction. This is a tool to prevent fraud, protect our staff, and protect the consumer.

One of these improvements relates to processing credit/debit cards at the utility counter. The new process works directly with our billing system and links payments directly to customer accounts without the duplication of entry. There is a cost to this service. For payments under \$85, the charge is \$2.50. For payments over \$85, the charge is a percentage of the total sale. The system is currently set up to charge the customer that fee.

Currently, customers who are at the window do not get charged the user fee. Customers who pay online or over the telephone do pay the \$3 fee. Even this fee does not cover the total service charge that the Town pays for offering these services.

Customers may still pay cash or check at the window or use the drop box to pay by check with no service charge.

What is the pleasure of the council with regard to collection of these fees? Should the Town waive the fee and pay for it out of General Fund or should the expense be passed along to the customer?

FY2022	15,829.49
FY2023	19,121.99
FY2024	16,061.10
FY2025	22,000 budgeted

Staff Recommendation:

Cost of Implementation:

Motion: _____ 2nd: _____

Approved or Denied: _____ Date: _____

Meeting Date: October 14, 2024 NEW BUSINESS

Agenda Item: DISCUSSION: Dollar Tree Annexation

Background Information:

In approximately 2012, the process was begun to annex the property where Dollar Tree is located. The process was not completed. This parcel sits just outside of the Town limits. The Town provides all utility services to this location.

The benefit of annexation is that the Town will realize the benefit of property taxes and sales and use taxes that it is not currently receiving.

This is a lengthy process that would need to be carried out by our attorney. Is this an action the Council wishes to learn more about or direct the attorney to proceed with? The annexation process is a very public one that includes public hearings and notices.

Staff Recommendation:

Provide a general direction to staff based on the interest of council.

Cost of Implementation:

Motion: _____ 2nd: _____

Approved or Denied: _____ Date: _____

Meeting Date: October 14, 2024 NEW BUSINESS

Agenda Item: DISCUSSION: Future Use of Police Department/Depot

Background Information:

The Belhaven Police Department will be relocating soon to its new location. Consideration needs to be given to what potential uses are for the space. The Town has had several inquiries regarding possible uses.

What is the pleasure of the Council?

- continue to use the space for Town operations
- consider a lease to a for-profit business
- consider a lease to a non-profit business
- consider space for a retail/private use
- other

Staff Recommendation:

Cost of Implementation:

Motion: _____ 2nd: _____

Approved or Denied: _____ Date: _____

Meeting Date: October 14, 2024 NEW BUSINESS

Agenda Item: DISCUSSION: Maintenance Needs of Civic Center

Background Information:

There are a number of repairs needed to the Belhaven Civic Center. The public works staff and our building inspector have made a list of repairs that are needed. In the investigation stage of needed repairs, they found significant mold and water damage behind the walls. Mold is also present in the bathrooms, paint is peeling off the walls, and floor tiles are popping up. There is also a broken window and rotten sill that needs to be replaced. The wooden railing and exterior lighting also needs to be upgraded. The interior doors are swollen in the bathrooms.

This building is used as a community center for rentals, birthday parties, weddings, and meetings. The building is not in a condition that is representative of the community.

Repairs could be costly, but are necessary if the building is to be used in its current capacity. There is reported historical significance to the building. Although grants funds based on that fact are hard to come by.

This is being presented to get a consensus of future direction for this space. Is an investment in repairs and restoration the direction the Council wishes to go?

Estimates and options can be prepared in time for a presentation at the November meeting.

Staff Recommendation:

Cost of Implementation:

Motion: _____ 2nd: _____

Approved or Denied: _____ Date: _____

Belhaven Police Department

July 2024

Event	Totals
Miles Driven	3047
Hours of Foot Patrol	80
# of Business Checks	1080
# of House Checks	8
Business Escorts	0
Funeral Escorts	0
Community Outreach Events	1
# of Phone Calls Received	284
Window Walk Ups	64
Calls for Service Answered	32
# of Incident Reports Taken	11
# of Accident Reports Taken	1
Citizen Assists	0
Vehicle Unlocks	3
Traffic Stops	8
Citations Issued	1
Written Warnings	0
Verbal Warnings	7
Event	Totals

Subpoenas Served	6
Attempted Subpoena Service	0
Criminal Summons Served	0
Warrant Service	1
Attempted Warrant Service	0
Commitment Papers	1
Commitment Hours	3
Total Number of Arrests	4
DWI	1
Domestic	0
Narcotic	3
Open Positions	1
Applications Received This Month	0
Total Number of Applicants	0
Total # of Applicants in Process	0
Hours of Training	40
% Accreditation Assessments	32

Notes:

All our new hires have started and are in the field training process. We are waiting on Training and Standards for Sgt. Smith. You will start seeing officers working seven days a week. During the week there will be an officer here from 8am until 2am and from 2p until 2a on Saturday and Sundays. This will change once Field Training is completed. Again, our continued goal is 24-hour coverage.

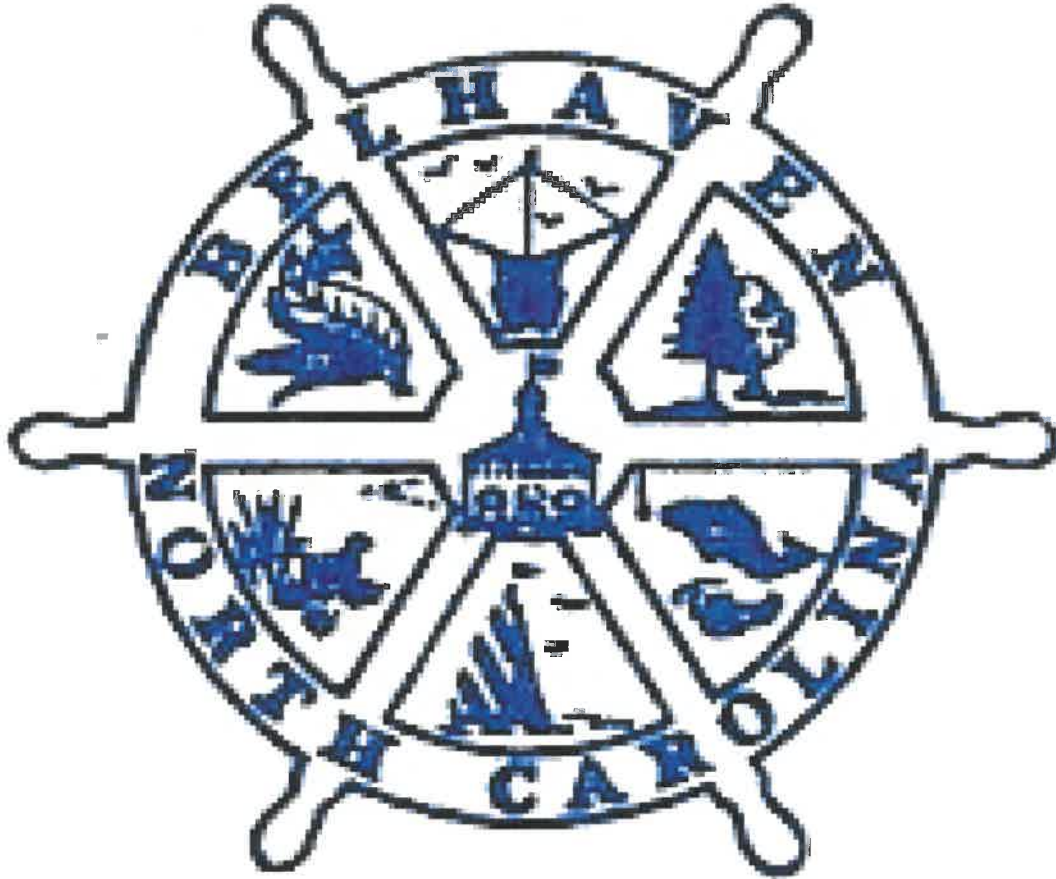
I hope to be in the new PD by the end of October if there are no setbacks with contractors. I would encourage you to stop by and check out the progress.

One of the Ford Explorers is at ECI having equipment installed. Once that one is completed, the other will be delivered for installation. Equipment has been ordered for the Chevrolet truck.

Thank you for your continued support in growing the Police Department.

Town of Belhaven Water Resources

September 2024



Attachments:

- **Monthly Jobs Report**

Water and Sewer Departments

Steve Hall

Ed LaBarge

T.J. Van Essendelft

Tom Van Staalduinen

Water and Wastewater Report As of October 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 5.95 inches of rain during September. We collected and treated 10.207 million gallons of wastewater. The average flow at the waste treatment plant was 340,233 gallons per day.
- The Ultra-Violet Disinfection system was reworked this month. Each year the bulbs are changed and new ballasts are added as necessary. Each bank is cleaned and repositioned in the trough at Waste Treatment
- Northeast Elementary School lift station went into alarm on the 9th of September. We found a break in one of the float wires and this was preventing the proper operation of the station.
- We repaired a manhole top on King Street. The top had become loose and was popping up with traffic. The top was repositioned and concrete was laid around the top to secure.
- The force main on Swindell Road started leaking on the 19th. After uncovering the main, we found a pvc connection had failed and this was repaired.
- The Hoffman Blower repair man was called for a problematic sound coming from one of the blowers at Waste Treatment. He found a bad bearing on that unit and while he was here, he serviced the other two blowers.
- We responded to (25) 811 One Call requests for locates of utilities and followed up with the positive response.
- We responded to 6 grinder pump alarms in Pantego. We also rebuilt several pumps at the Mill Street Pump Shop.

Water Treatment and Distribution

- The water plant sent 2,740,100 gallons to the town's distribution system in September. That is an average of 91,337 gallons per day.
- We worked on the East Street fire hydrant. The hydrant would not shut off completely. We had to use the line valve during our Distribution flush last month. We disassembled the hydrant and have ordered parts to repair.
- We attended a meeting with Victor D'Amato and Dwight Lancaster pertaining to the Viable Utilities program. This program opens doors to additional funding and help with our water and wastewater financial situation.
- We worked on getting water to the fish weighing station for the upcoming Trout Tournament. We had water to the lot but a leak had to be repaired before the water could be turned on.
- T.J. attended a week-long class for B-Well certification in Raleigh. The test will be in October.

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.

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