



**CITY OF SOUTHPORT
BOARD OF ALDERMEN
REGULAR MEETING AGENDA
223 E. BAY STREET
May 6, 2024
9:00 AM**

Agenda

Please turn off all cell phones

Meetings are open to the public. Face masks and social distancing may be used at the discretion of each individual. The Board of Aldermen reserve the right to make changes to this policy, as needed to help prevent the spread of the Coronavirus.

If you are not able to attend the Board of Aldermen meetings in person, the meeting will be available for you to watch via live-stream on the City of Southport website (<https://cityofsouthport.com/board-of-aldermen-meetings/>), Facebook page, and YouTube channel.

ETHICS STATEMENT:

"If any members know of any conflict of interest or the appearance of a conflict of interest concerning matters on the agenda, please so state at this time."

A. Call to Order

B. Invocation

C. Pledge of Allegiance

D. Public Comment

E. Approval of Agenda

F. Special Recognition

1. Recognition of Robin Clark and Colleen Snipes
2. Introduction of New Employees:
Timothy Barton, Patrol Officer
Nolan McLamb, Patrol Officer
Bobby Manus, Accreditation Specialist

G. Agenda

1. Proposal by Crown Castle (E. Pittenger and Mike Moore) **pgs 3-20**
2. Update on the Brunswick Partnership for Housing (Sally Learned) **pg 21**
3. Inclusive Playground at Taylor Field (Alderman Davis) **pgs 22-97**
4. Endpoint Management Presentation and Budget Request (Dylan Warner, Katalyst and D. Dutton) **pgs 98-114**

5. Creek Lab Results (B. Therrien, T. Stanley and T. Zilinek) **pgs 115-142**
6. Franklin Square Park Tree Cabling (B. Therrien) **pgs 143-158**
7. Transfer Water/Sewer Fund Balance to General Fund for Public Safety Radios (B. Therrien, Chief Drew, and Chief Coring) **pgs 159-173**

H. Manager's Report

I. Mayor's Comments

J. Board Comments

K. Adjourn



BOARD OF ALDERMEN AGENDA ITEM SUMMARY

DATE: 05/06/2024

DEPARTMENT: Electric Department

PRESENTED BY: Paul 'Ellie' Pittenger / Larry Ditton, Electrical Superintendents

ITEM SPONSORED BY: Electric Department

ITEM/TOPIC: Municipal Pole Attachment Agreement, Crown Castle

COST: None

BUDGET LINE ITEM: N/A

JUSTIFICATION: We have had a request from Crown Castle to erect infrastructure in our Right of Ways or co-locate on streetlights so that this 5G company can conduct business. We have worked with the City Attorney, Brady Herman, on this topic because some of the areas they wish to erect their equipment is where we have underground lines right now so they would have to erect a pole. Attorney Herman has told us that by law, the City must allow telecommunications companies to go onto our Right of Way and erect what they need for their WI-FI infrastructure. Representatives from Crown Castle will be at your meeting to discuss their needs and where they wish to place the equipment.

IMPACT IF NOT APPROVED: We would be in violation of State law.

DEPARTMENT HEAD COMMENTS: By NC Law; we must allow telecommunications companies to set-up their infrastructure in our Right of Ways (ROWS) or co-locate on our Streetlights. With proper documentation, they will be able to set poles all over the City and would have to coordinate with the Electric Department for device placement on streetlights so as not to interfere with the Load Management Wi Fi infrastructure.

CITY MANAGER COMMENTS: Although I am not in favor of moving forward with this, the City has no choice and must allow this to occur. They do have to work with our Electrical Division to make sure the placement of their equipment does not hamper the City with their work but allows them to achieve their goals.

ATTACHMENTS: Crown Castle Municipal Pole Attachment as revised by Brady

REQUESTED ACTION: Discuss whether an ordinance protecting our undergrounded rights of way and protecting the City's established Wi Fi network are needed to move forward with Telecom companies and approve the Crown Castle PAA as revised (or needs further revision).

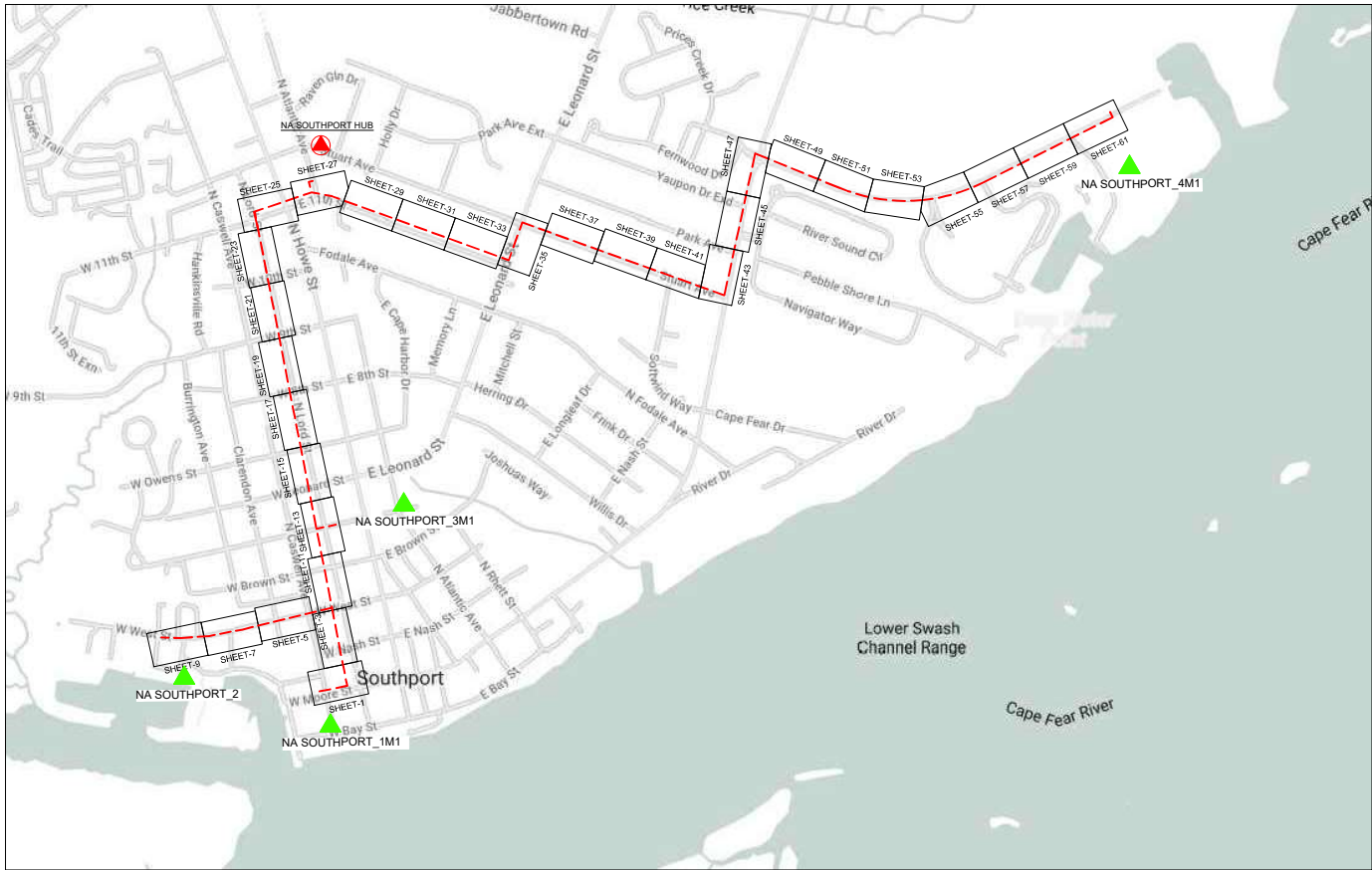
PROPOSED MOTION: Motion to approve the Crown Castle PAA as revised (or needs further revision).

CROWN CASTLE OVERVIEW

Crown Castle would like to present their project proposal to the Board of Alderman for consideration. This proposed project consists of installing four cellular nodes and associated fiber.

The fiber run(s) would originate at a hub off Stuart Avenue near North Atlantic Avenue and terminate at three cellular node locations. One at the end of Ferry Road, one near Morningstar Marina, one near Yacht Basin Drive and one near West St George Street. Refer to Crown Castle proposal drawing included with this project summary.

PAGE OVERVIEW



NO.	DATE	REVISION

PROJECT NUMBER:
ENGINEERED BY:
DATE:
DRAFTED BY: RSERRANO
DATE: 10/26/23
SCALE: N.T.S.

THIS DRAWING HAS BEEN ISSUED TO THE OWNER FOR HIS EXCLUSIVE USE, AND ONLY REPRESENTS THE STATE OF THE PROJECT AS OF THE LAST REVISION. NO OTHER USES OR REPRODUCTIONS HAVE BEEN AUTHORIZED BY CROWN CASTLE FIBER OR THE LISTED OWNER.

SITE ID:

SITE ADDRESS:

105 N CASWELL AVE
SOUTHPORT, NC

SHEET TITLE / NUMBER:
**PAGE OVERVIEW
T01 OF T07**

FILE NAME:
105 N CASWELL AVE



MUNICIPAL POLE USE AGREEMENT

THIS MUNICIPAL POLE USE AGREEMENT (this “Agreement”) is entered into as of the date fully executed below (the “Effective Date”), by and between the Licensor of Southport, a municipal corporation in the State of North Carolina (“Licensor”), and Crown Castle Fiber LLC, a New York limited liability company (“Licensee”). Licensor and Licensee may be referred to collectively herein as the “Parties” and each a “Party.”

RECITALS

WHEREAS, Licensee, a telecommunications carrier as defined in 47 U.S.C. § 153(51), intends to install Licensee Facilities upon certain Licensor Facilities; and

WHEREAS, subject to applicable Laws, Licensor desires to grant access to Licensee on a non-exclusive basis for the placement and installation of Licensee Facilities on Licensor Facilities subject to the terms and conditions of this Agreement, provided that Licensor may refuse, on a nondiscriminatory basis, to issue a Permit where there is insufficient capacity, underground requirements, or for reasons relating to safety, reliability, generally applicable engineering purposes, and/or any other applicable laws, requirements, or standards; and

NOW, THEREFORE, in consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1) Definitions: In addition to terms otherwise defined herein, the following definitions shall apply generally to the provisions of this Agreement:

- a) Agency: Any governmental or quasi-governmental agency other than the Licensor.
- b) Applicable Standards: All applicable engineering and safety standards governing the installation, maintenance, and operation of Licensee Facilities and the performance of all work in or around electric facilities. Applicable Standards includes the most current versions of the National Electrical Safety Code (“NESC”) and the National Electrical Code (“NEC”).
- c) Application: A request for a Permit submitted by Licensee to Licensor for construction of Licensee Facilities, in a form approved by Licensor and requiring no more information than required by Licensor from other providers applying for installation of facilities.
- d) Decorative Streetlight Pole: Any Streetlight Pole that incorporates architectural design elements not typically found in standard steel or aluminum streetlight poles.
- e) Fiber Facility: Fiber-optic cable, electrical connections, and related equipment placed directly on Licensor Facilities or overlashed onto an existing Fiber Facility.
- f) Fiber Network: Fiber Facilities and other fiber-optic cable, manholes, handholes and related equipment to be installed and operated by Licensee under this Agreement to provide communications services.
- g) Laws: Any and all applicable constitutions, charters, by-laws, statutes, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the Licensor of Southport or any Agency, in effect at any time during the Term.

- h) Licensee Facilities: Licensee's Fiber Facilities, Fiber Network, Small Wireless Facilities, and other Licensee-owned structures located in the public right-of-way.
- i) Licensor Facilities: Licensor-owned Licensor poles, Streetlight Poles, Decorative Streetlight Poles, Traffic Signal Poles, catenary poles, signposts, underground duct or conduit, or other Licensor-owned structures.
- j) Make-Ready: The modification or replacement of a Licensor Facility, or the lines or equipment on the Licensor Facility, to accommodate additional facilities.
- k) Micro Wireless Facility: A wireless facility that meets the following qualifications: (i) is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height; and (ii) any exterior antenna is no longer than 11 inches.
- l) Overlash: Placing an additional device, wire, or cable onto an existing cable or messenger strand that is already part of Licensee's Fiber Facilities.
- m) Permit: Singularly or collectively, all necessary approvals from Licensor for Licensee to construct Licensee Facilities on Licensor Facilities.
- n) Permit Fee Threshold: For Small Wireless Facilities, an amount not greater than: (i) One Hundred Dollars (\$100) per Small Wireless Facility to include up to five (5) Small Wireless Facilities in one Application; (ii) an additional Fifty Dollars (\$50) for each Small Wireless Facility in excess of five (5) on the same Application; and (iii) Five Hundred Dollars (\$500) if Licensor imposes a technical consulting fee which must be based on the actual, direct, and reasonable administrative costs incurred for the review, processing, and approval of an Application. For Fiber Facilities, an amount not greater than Two Hundred and Fifty Dollars (\$250) per Application; each Application for Fiber Facilities may request Permits for attachment to up to one hundred (100) Licensor Facilities.
- o) Person: An individual, a corporation, a limited liability company, a general or limited partnership, a joint venture, a business trust, or any other form of business entity or association.
- p) Public Way: The surface of, and the space above and below all public streets, avenues, highways, boulevards, roads, alleys, lanes, bikeways, shoulders, squares, bridges, viaducts, tunnels, causeways, and sidewalks existing now or hereafter within the Licensor of Southport and the surface of and space above and below land lying adjacent to such public improvements which the Licensor of Southport can legally use for such public improvements. Licensee's ability to use Public Way granted in this Agreement is limited to the extent of the Licensor of Southport's right, title, interest, and/or authority to grant a License to occupy and use such property for Licensee's facilities.
- q) Small Wireless Facility: A wireless facility installed at a single location that meets both of the following qualifications: (i) each antenna could fit within an enclosure of no more than three (3) cubic feet in volume; and (ii) all other wireless equipment associated with the facility is cumulatively no more than twenty-eight (28) cubic feet in volume regardless of whether the facility is ground-mounted or pole-mounted, but (iii) including such larger volumes as approved by the Licensor during the Term, including pursuant to an "eligible facilities request" deemed approved pursuant to 47 U.S.C. § 1455(a). The following types of associated, ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecom demarcation boxes, grounding equipment, power transfer switches, cut-off

switches, fiber optic cables, and vertical cable runs for connection of power and other services. The Small Wireless Facility also includes those Fiber Facilities (i.e., laterals or service drops) necessary to connect the Small Wireless Facility to the Fiber Network.

r) **Streetlight Pole:** Any standard-design concrete, fiberglass, metal, or wooden pole used primarily for street lighting purposes.

s) **Traffic Signal Pole:** Any standard-design concrete, fiberglass, metal, or wooden pole used primarily to support vehicular or pedestrian traffic signals.

2) **Term:** This Agreement shall commence on the Effective Date and extend for an initial term of five (5) years (the “Initial Term”) unless it is earlier terminated by either Party in accordance with the terms of this Agreement. This Agreement shall automatically renew for up to three (3) additional terms of five (5) years each (each a “Renewal Term,” together with the Initial Term, the “Term”) upon the terms and conditions set forth herein. Either party may terminate this Agreement at the end of the initial term or a successor term by giving written notice of intent to terminate the Agreement at the end of the then-current term. Such notice not to renew this Agreement must be given least three (3) months prior to the expiration of the Initial Term or then-current Renewal Term. Licensee shall remove all Licensee Facilities from Licensor Facilities not less than ninety (90) days following expiration or termination of the Term. Even after the termination of this Agreement, Licensee’s indemnity obligations shall continue with respect to any claims or demands related to Licensee’s Facilities, as provided for in Section 11.

3) Scope of Agreement

a) **Access to Licensor Facilities:** Licensor hereby authorizes and permits Licensee to access Licensor Facilities to attach, install, operate, remove, relocate, repair, and maintain Licensee Facilities during the Term in accordance with this Agreement.

b) **Conditions to Rights:** Nothing in this Agreement shall be deemed to grant, convey, create, or vest in Licensee a real property interest in land, including any fee, leasehold interest, or easement.

c) **Licensee’s Right to Attach.** Nothing in this Agreement, other than a Permit issued pursuant to Section 4, shall be construed as granting Licensee any right to attach Licensee’s Facilities to any specific pole of Licensor’s Facilities.

d) **Licensor’s Rights over Poles.** The parties agree that this Agreement does not in any way limit Licensor’s right to locate, operate, maintain, or remove Licensor’s Facilities in the manner that will best enable it to fulfill its service requirements or to comply with any federal, state, or local legal requirement.

4) Permit Process

a) **Permits Required:** If the construction, attachment, installation, or modification of Licensee Facilities on Licensor Facilities shall require any Permit under this Agreement, Licensee shall submit an Application for the appropriate Permit and pay any associated Permit fees, provided: (i) the Permit fee only encompasses Licensor’s reasonable, direct costs of processing the Application; (ii) if the Permit fee exceeds the Permit Fee Threshold, Licensor shall provide a detailed cost justification; and (iii) such Permits are required from other providers for the installation of facilities on Licensor Facilities.

b) **Processing of Applications:** In processing an Application, the Parties will follow the procedures set forth in this subsection.

i) Upon receipt of Licensee Application(s), Licensor shall have ten (10) business days to review and determine whether an application is complete. If Licensor determines that an application is not complete, Licensor must specify to Licensee any deficiencies. Upon receipt of Licensee's resubmission, Licensor will have five (5) business days to review the resubmitted Application. Once Licensor has received a completed application from Licensee, Licensor will have an additional fifteen (15) days to decide whether to grant or deny a completed application. For Applications seeking to attach Fiber Facilities to 200 or more Licensor Facilities, or for Applications seeking to attach Small Wireless Facilities to 50 or more Licensor Facilities, Licensor may require additional time to review. Licensor's response will either provide a written explanation as to why the Application is being denied, in whole or in part, or provide an estimate of the costs of any necessary Make-Ready. Licensor shall only deny applications if there is insufficient capacity or for reasons of safety, reliability, and generally applicable engineering principles, and those limitations cannot be remedied by rearranging, expanding, replacing poles, or otherwise reengineering the facilities.

ii) If no Make-Ready is required, Licensor shall issue a Permit to Licensee in accordance with the timeframe in subsection (i) above.

iii) If Make-Ready is required, Licensor shall provide Licensee with a Make-Ready estimate in accordance with the timeframe in subsection (i) above. Upon receipt of Licensor's Make-Ready estimate, Licensee shall have fourteen (14) days to approve the estimate and provide payment in accordance with this Agreement and the specifications of the estimate. If as part of the required Make-Ready a Licensor Facility must be replaced to accommodate Licensee's Facilities, then Licensee shall be responsible for all architecture and engineering design and plans. Licensor, or at Licensor's option, Licensee shall replace the Licensor Facility at Licensee's expense in accordance with the plans within sixty (60) days, and upon completion title to the Licensor Facility shall vest in Licensor.

iv) Licensor will complete Make-Ready within sixty (60) days of receipt of payment. If there are extenuating circumstances that make the necessary Make-Ready more complicated or time-consuming, , the Licensor shall identify those factors in the Make-Ready estimate and the parties shall agree upon a reasonable timeframe for completion. Alternately, Licensor may allow Licensee to hire approved qualified contractors to complete the necessary Make-Ready.

v) Upon completion of any necessary Make-Ready and receipt of payment for such work, Licensor will issue a Permit which shall serve as authorization for Licensee to make its Attachment(s).

vi) Within sixty (60) days of completion of the Make-Ready, Licensor shall invoice Licensee for Licensor's actual cost of such Make-Ready, providing sufficient detail to substantiate the costs incurred. If the actual cost exceeds the Make-Ready estimate previously provided by Licensor, Licensee will have forty-five (45) days from receipt of an invoice to pay any Make-Ready balance. Alternatively, if the actual cost is less than the Make-Ready estimate previously provided by the Licensor, Licensor will have (60) days from the completion of Make-Ready to refund the overpayment to Licensee.

c) Exceptions to Permitting: Licensors shall not require an Application or Permit, nor charge a fee, for (i) routine maintenance; (ii) the replacement of Licensee Facilities with Licensee Facilities that are substantially similar or the same size or smaller; (iii) for the installation, placement, maintenance, operation, or replacement of Micro Wireless Facilities that are strung on cables between existing poles, in compliance with the NESC; or (iv) an Overlash, which shall proceed in accordance with the following sentence. For a proposed Overlash, Licensee shall notify Licensors of its intent to Overlash fifteen (15) days prior to the planned Overlash installation. If after receiving Licensee's notice, Licensors determine that the Overlash would create a capacity, safety, reliability, or engineering issue, Licensors must provide specific documentation of the issue to Licensee within the 15-day advance notice period and Licensee must address any identified issues before continuing with the Overlash, either by modifying its proposal or by explaining why a modification is unnecessary. Licensors may not charge a fee to the Licensee for Licensors' review of the proposed Overlash.

5) Annual Fee for Access

a) Annual Fee Calculation: To compensate Licensors for Licensee's use of Licensors Facilities, Licensee shall pay to Licensors the following annual fee(s), as applicable: (i) for Licensee's Fiber Facilities, an amount equal to Ten Dollars (\$10) for each Licensors Facility to which Licensee has attached its Fiber Facilities ("Annual Fiber Fee"); and (ii) for each of Licensee's Small Wireless Facilities, Ten Dollars (\$10) multiplied by the number of feet Licensee's Small Wireless Facility actually occupies on the Licensors Facility, rounded up to the nearest whole foot (the "Annual SWF Fee"). By way of example, the Annual SWF Fee for a Small Wireless Facility occupying four and half feet of space on a Licensors Facility shall be \$50. Licensee's vertical cable runs on the Licensors Facility shall not be included in the calculation of the amount of space actually occupied by the Small Wireless Facility.

b) Annual Fee Payment: Licensors shall calculate the cumulative Annual SWF Fee and the Annual Fiber Fee owed by Licensee on an annual basis and shall issue an invoice to Licensee. Licensee shall pay all undisputed amounts not later than forty-five (45) days after receiving an invoice for the annual fees owed. Licensors represents and covenants that it exclusively controls all Licensors Facilities for which it is collecting the annual fee.

6) Relocation, Removal, and Abandonment:

a) As may be required in connection with any future improvements constructed on behalf of the Licensors of Southport in the right-of-way ("Public Project"), Licensee shall relocate or adjust the Licensee Facilities at no cost to Licensors. Licensors shall provide at least ninety (90) days' written notice for such Licensee relocation. If Licensee fails to timely relocate the Licensee Facilities, Licensors may relocate Licensee Facilities at Licensee's sole cost and shall notify Licensee promptly upon completion. Licensors will use its best effort to accommodate Licensee's request for relocation of Licensee Facilities. Any costs related to projects other than Public Projects which require the relocation or adjustment of Licensee Facilities shall be borne by the applicable Person funding the project.

b) Notwithstanding the foregoing, if Licensors moves any portion of its aerial system underground, Licensee shall remove its Licensee Facilities from any of Licensors's affected poles or Licensors Facilities within ninety (90) days of receipt of notice from Licensors. If Licensee does not remove its Facilities within ninety (90) days, Licensors shall have the right to remove or transfer Licensee's Facilities at Licensee's expense.

c) In lieu of the relocation of Licensee Facilities in the case of abandonment or removal of a Licenser Facility as provided above, and unless the Licenser Facility is needed for a legitimate public purpose, Licenser may, in its sole discretion, allow Licensee to purchase the Licenser Facility and continue to use the same pursuant to the existing Permit, at a commercially reasonable price commensurate with its then-existing value. Licensee and Licenser shall document any such transfer of ownership via a bill of sale. In the event Licensee acquires a Licenser Facility, no Annual Fee shall be due or payable with respect to such acquired Facility.

7) Removal of Licensee's Facilities: At the expiration or other termination of this Agreement or individual permit(s), Licensee shall remove its Facilities from the affected Poles or Licenser Facilities at its own expense. If Licensee fails to remove such Facilities within ninety (90) days of expiration or termination or some greater period as allowed by Licenser. Licenser shall have the right, but not the obligation, to remove or transfer such Facilities at Licensee's expense.

8) Restoration

a) The Licenser may inspect the Licensee's Facilities and restoration work performed by Licensee. Licensee shall notify the Licenser when it has completed each permitted portion of its Facilities; or at such other time the Licenser requests. Following inspection, Licensee shall make any changes or repairs directed by Licenser. However, the Licenser shall not require changes to be made in the location of Licensee's Facilities if such have been installed in accordance with the location shown on Licensee's approved permit.

b) Without limitation, Licensee shall restore land, Licenser lines, other improvements, ground cover, and landscaping disturbed by excavation and construction in the Public Way to the standards specified by the Licenser. When the State has an interest in the Public Way, Licensee shall perform restoration work that meets either the standards specified by the owner or the standards specified by the Licenser, whichever are more stringent. If the Licenser determines that it is necessary to restore additional Public Way adjacent to the portion of the Public Way that has been disturbed in order to restore the entire Public Way in the area of the excavation to current Licenser standard and/or in a similar functional condition as it was in prior to the excavation, Licensee shall make the improvements or changes directed by the Licenser to such portions of the Public Way adjacent to the excavated area. Where permanent restoration is impractical because of weather or other circumstances, temporary restoration followed by permanent restoration may be required. Restoration shall be accomplished within the time approved by the Licenser at the time the excavation permit is approved. If Licensee does not complete the restoration during this period, the restoration may be completed by the Licenser and the cost of such restoration shall be promptly reimbursed by Licensee under the provisions of Section 22 below.

c) Where restoration work performed by Licensee proves to be inadequate over time, as determined in the sole, reasonable discretion of the Licenser, Licensee shall perform additional restoration work as directed by the Licenser. The Licenser may determine that restoration work is inadequate for a period of one year from the date of completion of the excavation work for Licensee's Facilities, subject to the inspection provisions contained herein. Inspection and approval by the Licenser immediately after installation of facilities does not constitute a waiver of the Licenser's rights to determine that the restoration work is not adequate over time and needs to be remedied by Licensee.

9) Maintenance and Damage

a) Maintenance of Facilities: During the Term, Licensee shall be responsible for keeping all Licensee Facilities in good order and repair, including, where necessary, the replacement of any damaged or defective Facilities. Licensors shall be responsible for keeping all Licensors Facilities in good order and repair, including, where necessary, the replacement of any damaged or defective Facilities.

b) Damage to Licensors Facilities: If Licensee materially damages any Licensors Facility it shall promptly repair and return it to a condition as good as existed prior to the work at its expense, normal wear and tear excepted. If Licensee does not timely complete the repairs, the Licensors shall have the option, upon fourteen (14) days' written notice to Licensee, to perform such reasonable and necessary work on behalf of Licensee and to charge Licensee for the actual and itemized costs incurred by the Licensors. Upon receipt of the demand for payment, Licensee shall promptly reimburse the Licensors for such cost within thirty (30) days of receipt of a written invoice.

c) Emergency Rearranging, Transfer, or Removal: Notwithstanding the foregoing, Licensors may replace, relocate, remove, or abandon Licensors Facilities in an emergency, as determined by Licensors in its reasonable discretion, and rearrange, transfer, or remove Licensee's Facilities. If Licensors is unable to provide prior written notice, Licensors shall provide subsequent written notice to Licensee of such emergency changes within fifteen (15) days of said emergency. If Licensors elects to rearrange, transfer, or remove Licensee's Facilities in an emergency, Licensee shall reimburse Licensors for all costs of such rearrangement, transfer, or removal. Licensors service restoration in an emergency shall take priority over the restoration of Licensee's service.

d) Casualty: In the event of damage to a Licensors Facility rendering it unusable for the support of Licensee Facilities (collectively, "Casualty"), applicable Annual Fees shall abate during the period the Licensors Facility is unusable to Licensee due to the Casualty. If the Casualty cannot reasonably be repaired within thirty (30) days, Licensee may terminate its use of the Licensors Facility by written notice to Licensors. Licensee's obligation to pay Annual Fees with respect to the Licensors Facility shall terminate upon such notice.

e) Reinstallation of Facilities: Following replacement of a Licensors Facility for emergency or routine maintenance purposes, each Party shall be responsible for reinstalling its own equipment at its expense.

10) Standards and Specifications

a) All Licensee Facilities must be placed, constructed, maintained, repaired, and removed in accordance with all current Applicable Standards. Notwithstanding anything in this Agreement to the contrary, Licensee shall not be required to update or upgrade its Facilities if they met Applicable Standards at the time they were made, unless such updates or upgrades to previously permitted Licensee Facilities are specifically required by any revised Applicable Standards.

b) Licensee is responsible for ensuring that the radiofrequency ("RF") emissions from Licensee Facilities is within the limits permitted under all applicable governmental and industry standard safety codes. Licensee shall comply with all FCC rules pertaining to radiofrequency (RF) exposure limits.

11) Liability, Indemnification and Waiver

a) Liability. Licensor reserves itself the right to maintain and operate Licensor's Facilities in the manner that will best enable it to fulfill its service requirements. Licensee agrees to use Licensor's Facilities at Licensee's sole risk. Notwithstanding the foregoing, Licensor shall exercise reasonable precaution to avoid damaging Licensee's Facilities and shall report to Licensee the occurrence of any such damage caused by its employees, agents or contractors. Subject to subsection (c) below, Licensor agrees to reimburse Licensee for all reasonable costs incurred by Licensee for the physical repair of facilities damaged by the gross negligence or willful misconduct of Licensor; provided, however, that the aggregate liability of Licensor to Licensee, in any fiscal year, for any fines, penalties, claims, damages, or costs, arising out of or relating in any way to Licensee's service or interference with the operation of Licensee's Facilities (including special, indirect, punitive, or consequential damages) shall not exceed the amount of the total Annual Fees paid by Licensee to Licensor for that year.

b) Indemnification: To the extent permitted by Law, each Party shall indemnify and hold harmless the other Party, its officers, directors, employees and agents, and its successors and assigns from and against any claims, liabilities, losses, damages, fines, penalties, and costs (including reasonable attorneys' fees) which the indemnified parties suffer or incur because of: (i) any hazardous discharge resulting from acts or omissions of the indemnifying Party or its predecessor in interest; (ii) acts or omissions of the indemnifying Party, its agents or representatives in connection with its performance under this Agreement; or (iii) failure of indemnifying party to comply with Laws; provided, however, that neither Party shall be liable to the other Party to the extent such claims are caused by the intentional conduct or negligent acts or omissions of the other Party.

c) Municipal Liability Limits. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by Licensor of any applicable state limits on municipal liability or governmental immunity. No indemnification provision contained in this Agreement under which Licensee indemnifies Licensor shall be construed in any way to limit any other indemnification provision contained in this Agreement.

d) Limitation on Damages: In no event shall either Party be liable to the other Party for any special, consequential, or indirect damages (including lost revenues and lost profits) arising out of this Agreement.

12) Compliance with Laws: Notwithstanding anything to the contrary in this Agreement, each Party shall ensure that activities performed under this Agreement comply with Laws, including: (i) worker's compensation laws, (ii) unemployment compensation laws, (iii) the Federal Social Security Law, (iv) the Fair Labor Standards Act, and (v) all Laws relating to environmental matters or occupational safety.

13) Duties, Responsibilities, and Exculpation

a) Duty to Inspect. Licensee acknowledges and agrees that Licensor does not warrant the condition or safety of Licensor's Facilities, or the premises surrounding the Facilities, and Licensee further acknowledges and agrees that it has an obligation to inspect Licensor's Facilities and/or premises surrounding the Licensor's Facilities, prior to commencing any work on Licensor's Facilities or entering the premises surrounding such Facilities.

b) Knowledge of Work Conditions. By executing this Agreement, Licensee warrants that it has acquainted, or will fully acquaint, itself and its employees and/or contractors and agents with the conditions relating to the work that Licensee will undertake under this Agreement and that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work.

c) DISCLAIMER. LICENSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO LICENSOR'S FACILITIES ALL OF WHICH ARE HEREBY DISCLAIMED, AND LICENSOR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH IN THIS AGREEMENT. LICENSOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

d) Duty of Competent Supervision and Performance. The parties further understand and agree that, in the performance of work under this Agreement, Licensee and its agents, employees, contractors, and subcontractors will work near electrically energized lines, transformers, or other Licensor Facilities. The parties understand and intend that energy generated, stored, or transported by Licensor Facilities will not be interrupted during the continuance of this Agreement, except in emergencies endangering life or threatening grave personal injury or property. Licensee shall ensure that its employees, agents, contractors, and subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, agents, contractors, and subcontractors; employees, agents, contractors, and subcontractors of Licensor; and the general public, from harm or injury while performing work permitted pursuant to this Agreement. In addition, Licensee shall furnish its employees, agents, contractors, and subcontractors' competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner. Licensee agrees that in emergency situations in which it may be necessary to de-energize any part of Licensor's equipment, Licensee shall ensure that work is suspended until the equipment has been de-energized and that no such work is conducted unless and until the equipment is made safe.

e) Requests to De-energize. If Licensor de-energizes any equipment or line at Licensee's request and for its benefit and convenience in performing a particular segment of any work, Licensee shall reimburse Licensor for all costs and expenses that Licensor incurs in complying with Licensee's request. Before Licensor de-energizes any equipment or line, it shall provide, upon request, an estimate of all costs and expenses to be incurred in accommodating Licensee's request.

f) Interruption of Service. If Licensee causes an interruption of service by damaging or interfering with any equipment of Licensor Facilities, Licensee shall, at its own expense, immediately do all things reasonable to avoid injury or damages, direct and incidental, resulting therefrom and shall notify Licensor immediately.

g) Duty to Inform. Licensee further warrants that it understands the imminent dangers (INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION) inherent in the work necessary to make installations on Licensor's Facilities by Licensee's employees, agents, contractors, or subcontractors, and Licensee accepts the duty and sole responsibility to notify and inform Licensee's employees, agents, contractors, or subcontractors of such dangers, and to keep them informed regarding same.

14) Insurance

a) Insurance Coverage: Licensee shall obtain and maintain at all times during the term of this Agreement (i) Commercial General Liability insurance protecting Licensee in an amount of Five Million Dollars (\$5,000,000) per occurrence (combined single limit), including bodily injury and property damage, and in an amount of Five Million Dollars (\$5,000,000) annual aggregate; (ii) Commercial Automobile Liability Insurance protecting Licensee in an amount not less than One Million Dollars (\$1,000,000) per accident (combined single limit), including bodily injury and property damage. The Commercial General Liability insurance policy shall name the Licensor, its elected officials, officers, and employees as additional insureds as respects any covered liability arising out of Licensee's performance of work under this Agreement. Coverage shall be in an occurrence form and the limits may be met by any combination of primary and excess or umbrella insurance. Claims-made policies are not acceptable. Such insurance shall be endorsed to provide Licensor with at least thirty (30) days' advance written notice of any cancellation by the insurer other than for non-payment of premium. Licensee shall be responsible for notifying Licensor of any change or reduction of the occurrence or aggregate limits set forth above.

b) Filing of Certificates and Endorsements: Prior to the commencement of any work pursuant to this Agreement, Licensee shall file with the Licensor per the Notice section of this Agreement the required original certificate(s) of insurance with endorsements, which shall state the following:

(i) The policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;

(ii) That Licensee's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the Licensor may possess, including any self-insured retentions the Licensor may have; and any other insurance the Licensor does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and

(iii) That Licensee's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against Licensor.

c) Workers' Compensation Insurance: Licensee shall maintain at all times during the Term statutory workers' compensation and employer's liability insurance in an amount of One Million Dollars (\$1,000,000) for each employee, One Million Dollars (\$1,000,000) per disease, and a One Million Dollar (\$1,000,000) policy limit and shall furnish the Licensor with a certificate showing proof of such coverage.

d) Deductible/Self-insurance Retention Amounts. Licensee shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

e) Insurer Criteria: Any insurance provider of Licensee shall be authorized to do business in the state in which the Licensor is located and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A" Overall and a Financial Size Category of "X" (i.e., a size of \$500,000,000 to \$750,000,000 based on capital, surplus, and conditional reserves).

f) Severability of Interest: Any self-insured retentions must be stated on the certificate of insurance. "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.

15) Force Majeure: Except for payment of amounts due, neither Party shall have any liability for its delays or its failure of performance due to: fire, explosion, pest damage, power failures, strikes or labor disputes, acts of God, inclement weather, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, or other causes reasonably beyond its control, whether or not similar to the foregoing.

16) Notices: All notices pursuant to this Agreement shall be in writing and delivered personally or delivered at the locations below by: (i) U.S. Postal Service registered or certified mail, return receipt requested; or (ii) overnight delivery service that is traceable and receipt-verifiable. Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next day in the case of overnight delivery. Either Party may change or add any address by written notice to the other Party delivered in the same manner.

If to Licensor:
[Insert address for notices]

If to Licensee:
Crown Castle Fiber LLC
c/o Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
Attn: Teddy Adams, General Counsel

With a copy to:
[Insert additional address for Licensor]

With a copy to:
Crown Castle Fiber LLC
c/o Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
Attn: Contracts Administration

24/7 emergency contact information:
[Insert information]

24/7 emergency contact information:
Telephone: (888) 632-0931]
E-Mail: SCN.NOC@crowncastle.com

17) Default: Upon written notice of material default (“Default”) of this Agreement by either Party, the other Party shall have ninety (90) days to cure the Default. If the Default cannot reasonably be cured within ninety (90) days by the defaulting Party, the cure period shall be extended by a reasonable time provided that the defaulting Party commences its cure during the ninety (90) day period and diligently pursues the cure to completion. At the conclusion of the cure period, either Party may terminate this Agreement upon an uncured Default.

18) Assignment: This Agreement shall not be assigned by Licensee without the written consent of Licensor. Notwithstanding the foregoing, the assignment, transfer, or delegation of the rights and obligations of Licensee hereunder to Licensee’s financially viable parent, subsidiary, successor, or affiliate under common control shall not require consent and shall be effective upon written notice to Licensor. This Agreement is binding upon the successors and assigns of the Parties.

19) Issue Resolution Process

a) Dispute Resolution. Except for an action seeking a temporary restraining order or an injunction or to compel compliance with this dispute resolution procedure, the parties can invoke the dispute resolution procedures in this Article at any time to resolve a controversy, claim, or breach arising under this Agreement. Each party will bear its own costs for dispute resolution activity.

b) Initial Meeting. At either party's written request, each party will designate knowledgeable, responsible, senior representatives to meet and negotiate in good faith to resolve a dispute. The representatives will have discretion to decide the format, frequency, duration, and conclusion of these discussions. The parties will conduct any meeting in-person or via conference call, as reasonably appropriate.

c) Executive Meeting. If ninety (90) days after the first in-person meeting of the senior representatives, the parties have not resolved the dispute to their mutual satisfaction, each party will designate executive representatives at the director level or above to meet and negotiate in good faith to resolve the dispute. To facilitate the negotiations, the parties may agree in writing to use mediation or another alternative dispute resolution procedure.

d) Unresolved Dispute. If after sixty (60) days from the first executive-level, in-person meeting, the parties have not resolved the dispute to their mutual satisfaction; either party may invoke any legal means available to resolve the dispute, including enforcement of the default and termination procedures set out in Article 24.

e) Confidential Settlement. Unless the parties otherwise agree in writing, communication between the parties under this Article will be treated as confidential information developed for settlement purposes, exempt from discovery and inadmissible in litigation.

f) Business as Usual. During any dispute resolution procedure or lawsuit, the Licensor will continue providing services to each other and performing their obligations under this Agreement.

20) Termination of Agreement

a) Licensor shall have the right, pursuant to the procedures set out in this Section 20, to terminate this entire Agreement, or any permit issued under it, whenever Licensee is in default of any material term or condition of this Agreement, including, but not limited to, the following circumstances:

i. Construction, operation, or maintenance of Licensee's Facilities in violation of law, or in aid of any unlawful act or undertaking; or

ii. Construction, operation, or maintenance of Licensee's Facilities after any authorization required of Licensee has lawfully been denied or revoked by any governmental authority or any private holder of easements or other rights, or violation of any other agreement with Licensor; or

iii. Construction, operation, or maintenance of Licensee's Facilities without the insurance coverage required under Section 14.

b) Licensor will notify Licensee in writing of any defaults by Licensee under this Agreement. Licensee shall take immediate corrective action to eliminate any such defaults within fifteen (15) calendar days, or such longer period as the parties may agree, and shall confirm in writing to Licensor that the cited condition or conditions have ceased or been corrected, or are in the process of being corrected.

c) If Licensee contests the existence of the default, it may invoke the dispute resolution procedures of Section 19.

d) If the parties are unable to resolve the dispute and Licensee fails to discontinue or correct a default in a timely manner or fails to give the required confirmation, Licensor may immediately terminate this Agreement, or any permit(s) granted under it. In the event of termination of this Agreement or any of Licensee's rights, privileges, or authorizations, Licensor may seek removal of Licensee's Facilities pursuant to the terms of Section 7, from any or all of Licensor's Facilities. In such instance, Licensee shall remain liable to Licensor for all fees and charges accrued pursuant to the terms of this Agreement.

21) Governing Law

a) Choice of Law: This Agreement shall be governed and construed by and in accordance with the laws of the state of North Carolina, without reference to its conflict of law principles.

b) Venue: Any litigation commenced under this Agreement shall be brought exclusively in the appropriate division of the General Court of Justice in Brunswick County, North Carolina, or the United States District Court for the Eastern District of North Carolina.

22) Remedies

a) Cumulative. In addition to the remedies provided for in this section, either party may exercise all rights available under the law. All remedies provided under law and under this Agreement shall be cumulative unless otherwise expressly stated. The exercise of one remedy shall not foreclose use of another, nor shall it relieve the Licensee of its obligations to comply with the Agreement. Remedies may be used singly or in combination.

b) Forfeiture. In addition to any other rights set out elsewhere in this Agreement, the Licensor reserves the right to declare a forfeiture of this License, and all of Licensee's rights arising hereunder, in the event that the Licensee does not comply with any material provision of this Agreement and does not cure such non-compliance under subsection (d) below.

c) Reimbursement to the Licensor. In the event Licensee fails to restore the Public Way disturbed by the installation or maintenance of the Licensee's facilities, or does not restore the Public Way or adjacent areas to the standards contained herein or specified by the Licensor, or does not complete restoration in a timely manner, and does not cure any such failure pursuant to subsection (d) below, or causes any other damage to property within the Public Way or adjacent to the Public Way owned by the Licensor or by other persons that it does not remedy or cause to be remedied in a timely way, as determined in the sole discretion of the Licensor, the Licensor shall have the right to perform or cause to be performed repair and restoration of the Public Way and/or adjacent areas and/or property within or adjacent to the Public Way, and to pay any additional damage claims caused by Licensee's actions where such claims have not been paid by Licensee. The Licensor shall issue an invoice to Licensee for the cost of any such repair or restoration performed or caused to be performed by the Licensor and for any damages for which the Licensor has paid. Licensee shall reimburse the Licensor for said costs plus actual administrative costs within thirty (30) days of receipt of any such invoice. Failure by the Licensee to pay said claim within thirty (30) days shall be cause for the Licensor to exercise its prerogatives to declare forfeiture, collect under the performance bond, or exercise any other remedy available under the law. Licensee reserves the right to dispute any such invoice subsequent to payment thereof.

d) Notice and Opportunity to Cure. The Licenser shall give Licensee thirty (30) days written notice of its intent to exercise its forfeiture rights under this Section, stating the reasons for such action. If Licensee cures the problem within the thirty (30) days' notice period, or if the Licensee initiates substantial effort to remedy the stated problem and diligently continues those efforts in such thirty-day period and is likely to cure any problem within a reasonable period of time, as determined in the sole discretion of the Licenser, the Licenser shall not declare a forfeiture under this Section.

e) Court Action. In the event the Licensee brings a court action challenging any forfeiture declaration or termination of this Agreement by the Licenser ("Forfeiture Action"), the Licenser agrees that it will stay execution of the Forfeiture Action pending any court action by Licensee challenging the Forfeiture Action and a final court order on such challenge ("Final Court Order"). A Final Court Order as described in this paragraph is a court order that adjudicates the substantive issues in the court action brought and that is no longer subject to appeal in the respective state or federal judicial system in which the court action was brought. If the Final Court Order upholds the Forfeiture Action and Licensee fails to cure any and all material breaches giving rise to the Forfeiture Action within thirty (30) days after the Final Court Order, the Licenser may enforce the Forfeiture Action. Licensee shall not enjoy any further rights to install Licensee Facilities within the Public Way pursuant to this Agreement, but otherwise the Licenser will stay execution of the Forfeiture Action until the Final Court Order. In the event Licensee has not transferred the Licensee Facilities within 180 days of the Final Court Order to an unaffiliated person reasonably acceptable to the Licenser and in accordance with Section 18 of this Agreement, the Licenser may enforce the Forfeiture Action and the Licensee shall cease its use of the Licensee Facilities within the City of Southport.

e) Facility Removal. After the termination, expiration, or forfeiture of this Agreement, Licensee shall, at the Licenser's request, remove its Facilities at its own cost, and restore the Public Way as provided in Section 8 of this Agreement.

23) General Provisions

a) Interpretation: All headings contained in this Agreement are inserted for convenience only. All exhibits are by such reference incorporated by reference in this Agreement. Where appropriate: the singular shall include the plural and vice versa; "or" shall mean "and/or"; and "including" shall mean, "including but not limited to." In any case where the approval or consent of one Party is to be given under this Agreement, such Party shall not unreasonably delay, condition, or withhold its approval or consent.

b) Severability of Provisions: If any one or more of these provisions of this Agreement become void, voidable, or unenforceable for any reason, such provisions shall be deemed severable from the remaining provisions of this Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement.

c) Waiver; Amendment: The waiver by either Party of any Default or any violation of this Agreement shall not be deemed to be a waiver or continuing waiver of any subsequent Default or violation. This Agreement may not be amended except pursuant to a written instrument signed by both Parties.

d) Representations and Warranties: Each of the Parties represents and warrants that it has the full right, power, and authority to enter into and perform its obligations hereunder and that no other consents are required.

e) Entire Agreement: This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings, whether oral or written, between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

IN WITNESS WHEREOF, the Parties intending to be bound have executed this Agreement as of the Effective Date.

LICENSOR:

The City of Southport

LICENSEE:

Crown Castle Fiber LLC

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

_____ [Seal]

Dorothy Dutton, City Clerk



BOARD OF ALDERMEN AGENDA ITEM SUMMARY

DATE: 4/16/2024

DEPARTMENT: Not Applicable

PRESENTED BY: Sally Learned, Executive Director, Brunswick Partnership for Housing

ITEM SPONSORED BY: Administration

ITEM/TOPIC: Update on the Brunswick Partnership for Housing

COST: Not Applicable

BUDGET LINE ITEM: Not Applicable

JUSTIFICATION: Sally Learned, Executive Director of the Brunswick Partnership for Housing, would like to give you a one-year update on the progress her agency has made with assisting those who are in need financially and need housing to move forward with their lives through her program.

IMPACT IF NOT APPROVED: Not applicable

DEPARTMENT HEAD COMMENTS: Not applicable

CITY MANAGER COMMENTS: Not applicable

ATTACHMENTS: None

REQUESTED ACTION: Discussion only

PROPOSED MOTION: Discussion only



BOARD OF ALDERMEN AGENDA ITEM SUMMARY

DATE: 4/24/24

DEPARTMENT: Board of Aldermen

PRESENTED BY: Alderman Lowe Davis

ITEM SPONSORED BY: Alderman Lowe Davis

ITEM/TOPIC: Moving of Inclusive Playground out of Taylor Field

COST: Not Applicable

BUDGET LINE ITEM: Not Applicable

JUSTIFICATION: Alderman Davis would like to discuss moving the Inclusive Playground from Taylor Field to another location outside of the City.

IMPACT IF NOT APPROVED: The playground will be built in Taylor Park.

DEPARTMENT HEAD COMMENTS: Not Applicable

CITY MANAGER COMMENTS: This project has been approved by two Boards of Aldermen, including each of you. Based on those 4-5 votes and the Board's acceptance of the generous funds from the Lions Club to hire Unlimited Play to design the Playground, the staff and I have continued raising funds and moving ahead with writing quite a few grants to have the Playground move forward at Taylor Field. So far, we have raised \$4200.00, and the Lions Club's are donating all the proceeds from the Annual Car on August 31, 2024, to the Taylor Field Inclusive Park. To change direction at this late date would mean the return of all the funds to those who have donated, reimbursement of the seed money to the Lions Club, and withdrawal of all grant applications.

You also must recall that when the Board voted to approve the Parks Master Plan, you voted for the Inclusive Playground in Taylor Field. This came out of the Citizen Survey done a few years ago where the request for an Inclusive Playground placed in the Top 5 for what citizens were looking to be placed in Taylor Field.

I also feel that this would be an embarrassment to the City; the Parks and Recreation Committee; the Committee who assisted designing this Playground, including children who would utilize this recreational site; and those who wanted to see this playground become a reality.

ATTACHMENTS: Minutes of past Board meetings approving Taylor Field, survey results and approval of the Master Plan by the Board for Taylor Field which included an Inclusive Playground.

REQUESTED ACTION: Discussion only

PROPOSED MOTION: Discussion only



PUBLIC NOTICES

PARTF GRANT AND TAYLOR FIELD DEVELOPMENT SURVEY AND DROP-IN MEETING



This survey is associated with the PARTF Grant and Taylor Field Development. Please help the City by taking the time to fill out the survey, available at:
<https://www.surveymonkey.com/r/TaylorFieldPark>.
[<https://www.surveymonkey.com/r/TaylorFieldPark>]

There will be a public drop-in on Monday, March 18th at the Southport Community Building for citizens to look at the draft design and ask questions. The times are 12-2 pm and 4-7 pm.

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**BOARD OF ALDERMEN
COMMUNITY BUILDING
223 E. BAY STREET**

**REGULAR SESSION MINUTES
SEPTEMBER 14, 2017
SOUTHPORT, N.C.**

PRESENT: Mayor J.V. Dove
Aldermen Karen Mosteller, Jim Powell, Todd Coring,
Rick Pukenas

ABSENT: Aldermen Mary Ellen Poole & Nelson Adams

STAFF PRESENT: Bruce Oakley, City Manager
Michele Windham, City Clerk
Mike Isenberg, City Attorney
Melanie Trexler, Finance Director
Gary Smith, Police Chief
Charles Drew, Fire Chief
David Fox, Public Works Director
Heather Hemphill, Parks & Recreation Director
Randy Jones, Tourism Director
B. Wayne Strickland, Building Inspector
Thomas Lloyd, Planner

Call to Order – 6:00 p.m.

Mayor Dove called the meeting to order at 6:00 p.m.

F) Announcements

Mayor Dove announced that Jimmy Harper had offered to donate the property known as *Taylor Field* at the end of East Nash Street to the City.

City Attorney Isenberg stated that the property would be gift deeded to the City with two (2) restrictions; the property is to be used for recreational purposes only and a plaque is to be erected in honor of Mr. Harper's grandparents. Attorney Isenberg explained that the Board needs to accept donation of the property with the stipulated caveats and approve payment for the appraisal and survey.

Alderman Coring motioned, second by Alderman Mosteller to accept the donation of property known as "Taylor Field" from Jimmy and Ginger Harper with two restrictions and that the City pay for an appraisal and survey. **Unanimous vote; motion carried.**

ADJOURN

Alderman Powell motioned, second by Alderman Pukenas to adjourn the meeting.

Unanimous vote; motion carried.

/s/ J.V. Dove, Mayor

Attest: /s/ Michele Windham, Clerk

1. Authorize Manager to Negotiate an Agreement with Design Firm for Taylor Field

City Manager Oakley reported that staff had reviewed the RFQ's received from design firms for the Taylor Field project. He stated that McGill Associates, P. A. were selected and he requested authorization to negotiate a contract with the firm. City Manager Oakley stated that McGill Associates are located in Shallotte and have local ties.

Responding to a query by Alderman Sharkey, Director Hemphill stated that McGill Associates were selected due to their experience working with PART(F) grants, and the quality of projects they have undertaken throughout the County.

Alderman Mosteller outlined the review process; contract initiated, submittal of designs, review of designs by staff and Planning Board, Recommendation by Planning Board submitted to the Board of Aldermen during the April 11 regular meeting, grant submittal due April 30. She encouraged citizens to mark their calendars and attend the Planning Board and Board of Aldermen meetings.

Board Consensus to authorize the City Manager to negotiate an agreement with McGill Associates for a design for Taylor Field.

Feb 16, 2019 BOA meeting

STAFF REPORTS – provided in Agenda packet

Public Works Director Fox announced that free mulch was available at Taylor Field.

Tourism Director Jones announced that there would be free shredding services on Saturday, April 6, 12:00 - 4:00 at Taylor Field.

Police Chief Coring spoke about the Safe Golf Cart Campaign, traffic issues at the elementary school, coordination with the Animal Welfare Officer and new hires.

* Parks & Recreation Director Hemphill emphasized the on-line surveys for the Taylor Field Design and the public discussion Monday, March 18 in the Community Building.

Fire Chief Drew reported that a recent Safety Day was well attended, fire headquarters had been certified a Child Safety Seat Checkpoint, the EMS Auxiliary sold 130 flats of strawberries as a fundraiser, a spaghetti plate fundraiser would be held by the end of the month and arrangements continued for the Never Forget 911 Memorial to visit during the 4th of July Festival.

March 14, 2019

Present: Scott Jones, Roberta Doshier, Warren Whitley, Debra Burris, Eddie Davis

Absent: Stephanie Stiller

Staff: Heather Hemphill Parks & Rec Director

BOA Liaison: Karen Mostellar

1. Call to Order – 6:45pm by Chairman Scott Jones
2. Reports by the Director Heather Hemphill
3. Old Business

Karen Mostellar gave the Committee a report from the scope meeting with DEQ (see attachment)

Question from Warren Whitley about the Boat Slips if any need for?

Eddie Davis stated “Providing slips is what citizens are waiting for”

Recommendation to the Alderman about how slips are dispensed – Lottery needed?

Money for slips to be used for upkeep

Market Rate should be charged for slips

What are options for dredging?

Director Hemphill stated that nothing can be done to remove the destroyed dock until permits for new are issued. New dock will be ADA compliant. Dock and slips to be floating design. The CAMA permit application needs to also contain the dredging permit also.

Warren questioned the status of the restrooms at the gym. Hemphill stated that she is waiting for the Quote from the Public Works Director so she can get the PO approved.

4. New Business

Discussion and Approval of Master Site Plan for Taylor Field for the PARTF Application

Master Site plan drawings were distributed to all present. Director Hemphill reminded members that the value of the land was being used for the majority of the City’s matching funds which valued \$354,000. The entire tract was surveyed at 5.03 acres at \$75,000 per acre and the deed at 4.72 acres.

Warren Whitley makes motion to approve the current Master Site Plan for Taylor Field for the PARTF application and Debra Burris seconds. Motion unanimously approves.

Meeting called to adjourn at 7:35pm by Debra Burris and second by Roberta Doshier.

Scott Jones
Chairman

APRIL 11, 2019

REGULAR SESSION MINUTES

**BOARD OF ALDERMEN
COMMUNITY BUILDING
223 E. BAY STREET**

**REGULAR SESSION MINUTES
APRIL 11, 2019
SOUTHPORT, N.C.**

PRESENT: Mayor J.V. Dove

Aldermen Rick Pukenas, Jim Powell, Lora Sharkey, Karen Mosteller,
Marc Spencer, Robert Tucker

STAFF PRESENT: Bruce Oakley, City Manager

Michele Windham, City Clerk

Mike Isenberg, City Attorney

Melanie Trexler, Finance Director

Todd Coring, Police Chief

Charles Drew, Fire Chief

David Fox, Public Works Director

Heather Hemphill, Parks & Recreation Director

Randy Jones, Tourism Director

B. Wayne Strickland, Building Inspector

Thomas Lloyd, Planner

Kate Marshall, Animal Protective Services/Code Enforcement Officer

A) Call to Order - 6:00 p.m.

Mayor Dove called the meeting to order at 6:00 p.m.

B) Invocation

Alderman Tucker welcomed everyone, and Chief Drew gave the invocation.

C) Pledge of Allegiance

Alderman Tucker led the assemblage in the Pledge of Allegiance.

D) Public Comment

Ms. Judith Gooch, 5010 Seaward Court, Rivermist Subdivision, spoke about a large specimen Live Oak tree in a commercial parcel of Dutchman Town Center. She pointed out that the private property was for sale and residents of Rivermist were concerned about the tree.

Adopted this the 11th day of April, 2019.

City of Southport

/s/ J. V. Dove, Mayor

ATTEST: /s/ Michele Windham, Clerk

5. Approval of PARTF Grant Application for Taylor Field

Director Hemphill provided the Board with copies of the Taylor Field Master Plan.

Mr. Michael Norton, McGill Associates, P.A. gave an overview of the project:

- Two (2) public workshops were held March 18; 150 people participated
- 360 people responded to a web-based survey
- Strong survey desire for a dog park, open space preservation and a passive park
- A Master Plan was developed
- Phase I to include 20 parking spaces and three (3) park elements:
 1. Walking trail with fitness stations connecting to existing sidewalks
 2. Dog park
 3. Picnic Shelter
- Future phase may include:
 1. Trail to Kingsley Park and Lowe White Park
 2. Playground
 3. Restrooms

Mr. Norton reviewed the estimated cost, \$488,488, and the appraised land value to be used towards the city's matching portion.

Alderman Mosteller motioned, second by Alderman Tucker:

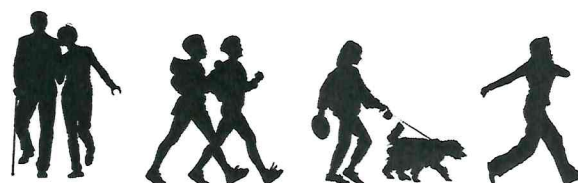
1. That the City of Southport shall apply for the Part(F) Grant and hereby approves the Part(F) Grant Application;
2. That the City hereby approves and adopts the Basic Facts & Assurances;
3. That the City hereby approves the site plan as presented; and
4. That the City hereby approves the Master Plan Document;
5. That the City hereby adopts the Capital Project Ordinance - Phase I

Alderman Spencer thanked Ms. Ginger Harper and family for the generous donation of the property for development as a city park.

Unanimous vote; motion carried.

6. Waterfront Stabilization

2019



Taylor Field Master Plan

City of Southport

North Carolina



WE RECYCLE





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ACKNOWLEDGEMENTS

The City of Southport wishes to express its sincere appreciation to those entities and individuals, who, in any way, contributed to the creation of the Taylor Field Master Plan, some of which are identified below. Without the knowledge and expertise of these persons, in both individual, and team settings, this document would not be possible.

Mayor

J.V. Dove, Mayor

Southport's Board of Aldermen

Robert Tucker
Karen Mosteller
Marc Spencer
Lora Sharkey
Rick Pukenas
James F. Powell, III

Parks & Recreation Advisory Board

Scott Jones, Chairman (ETJ)
Eddie Howard, (Ward 1)
Stephanie Stiller (Ward 1)
Debra Burriss (Ward 1)
Eddie Davis (Ward 2)
Roberta Doshier (Ward 2)
Alderman Karen Mosteller (Board of Aldermen Liaison)

Southport City Staff

Bruce Oakley, City Manager
Heather Hemphill, Parks and Recreation Director

Consultant

McGill Associates, P.A.
712 Village Road SW, Suite 103
Shallotte, NC
(910) 755-5872





Section 1

Project Overview

1.1 INTRODUCTION

The City of Southport recognizes the importance of *planning* as a means of improving recreation opportunities for all its residents and visitors. As a result, the Southport City Council hired McGill Associates to create a City Park Master Plan for the existing Taylor Field park owned by the City. The City has moved forward with the development of the site-specific master plan as part of the initial planning effort.



Public input played an important role in understanding user needs and desires for the Park Master Plan. As part of the community outreach, (2) public meetings were held to solicit public opinion about possible improvements to Taylor Field. As part of these meetings, participants were asked to identify and prioritize the recreation facilities and programs that were lacking in the community. Southport residents were engaged in open conversations about their desires and concerns.

A Parks and Recreation Survey was distributed throughout the community to gather additional input for future facility needs and programming elements. A reoccurring theme among the study findings was the need for exercise opportunities, a place to share the outdoors with pet dogs, picnic opportunities, and facilities, such as restrooms and ample parking, necessary to support these functions.

McGill Associates and City Recreation Staff worked with the Steering Committee to further analyze and evaluate the study findings along with other data collected throughout the planning process. These meetings highlighted the needs of both the community and the Parks and Recreation Department. Final recommendations and conceptual designs, which were drawn from these collaborative efforts, will be discussed further in this document in detail.

1.2 CITY HISTORY

In 1792 the town of Smithville, which later became Southport, was commissioned by the General Assembly of North Carolina. It came to fruition because of Fort



Johnston, which was built between 1745 and 1754. The small community of pilots, fishermen, and tradesmen began to grow.

Smithville continued to grow as a fishing village and military town, however the pleasant climate and healthful sea breezes began to attract visitors to the area and Smithville became a popular summer resort.

In the 1880's efforts were made to make the town into a major Southern port, having the plans to combine river transportation and railroad service. In 1887, to support the notion of becoming a major port city, the town's name was changed to Southport. River steamers and railroad served the growing port city until the early to mid-1900's. In 1966 the city opened a ferry connection to Fort Fisher, which still operates today.

Bonnet's Creek, which runs along the northern boundary of Taylor Field, also is rich with history. The pirate Stede Bonnet, for whom the creek is named after, grounded his ship in the creek to make necessary repairs. Once an educated gentleman from Barbados, Captain Bonnet began his life of piracy in 1717. While plundering along the Atlantic he became acquaintances with the famed pirate Edward Teach or better know as Blackbeard. Blackbeard urged Captain Bonnet to seek clemency from the North Carolina governor however shortly after he returned to piracy. It was while his ship was grounded at Bonnet's Creek for repairs that he was captured and imprisoned.

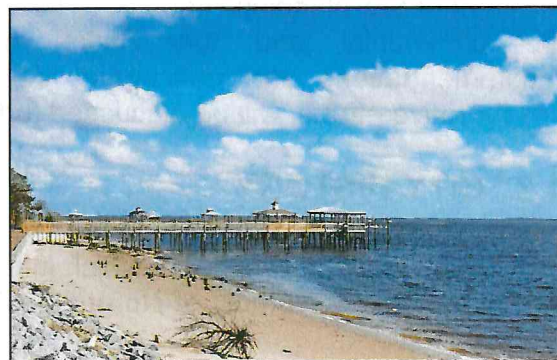
Listed on the National Register of Historic Places, Southport was the county seat for Brunswick County from 1808 to 1978. It now hosts the official North Carolina 4th of July celebration, which it has been observing since 1795, and is a popular community for tourists and visitors to the area.

Taylor Field, although at the time was privately owned, was the local ball field and recreational arena for the community. Until the early 1990's, locals would utilize the field to play pick up games of baseball, softball, and other field sports.

1.3 LOCAL SETTING

The City of Southport portrays a small town, beach-oriented family friendly atmosphere. The City is located at the mouth of the Cape Fear River where it meets the Atlantic Ocean.

As of the 2017 American Community Survey 5-year estimates from the U.S Census estimate, Southport is home to 3,452 permanent residents. During





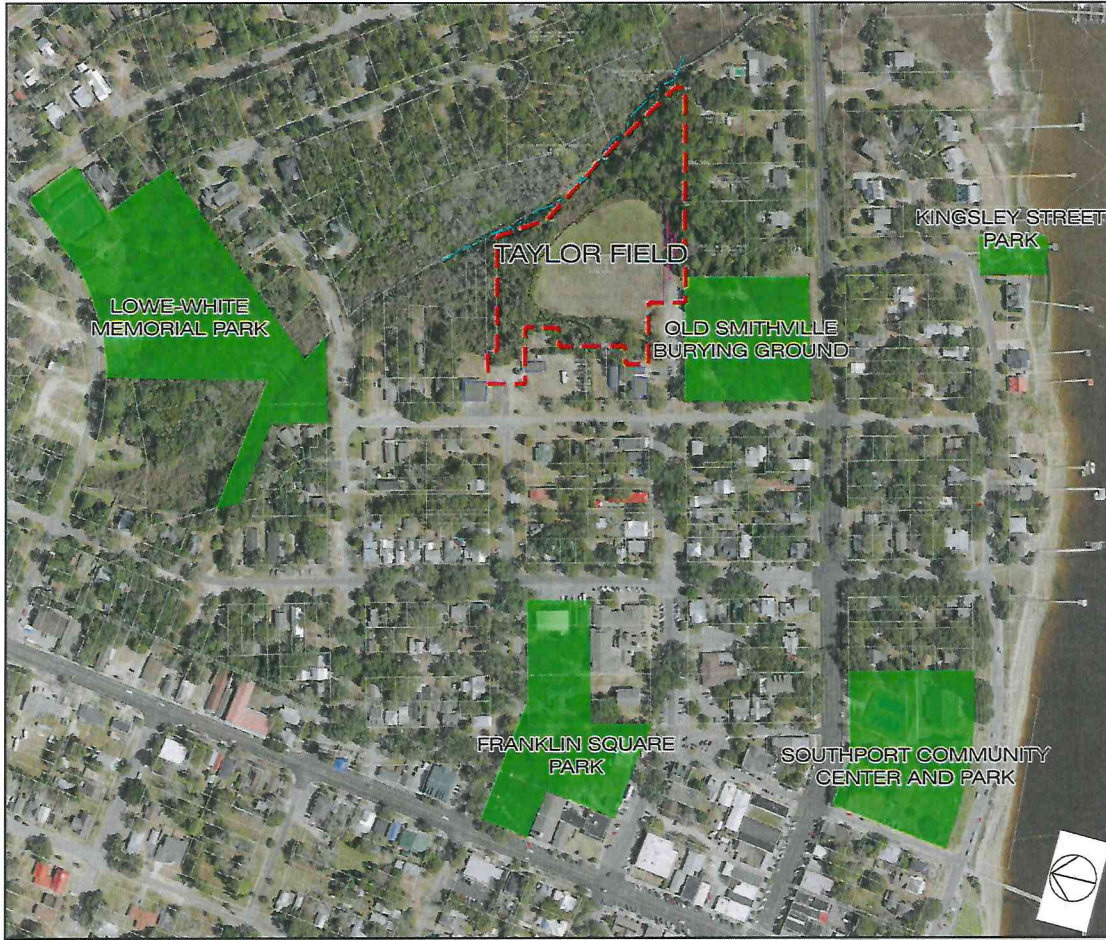
the summer vacation months, the local population sees a marked jump in the number of visitors that strain existing park resources.

The beautiful weather, coastal breezes, and rich history make Southport a popular destination for vacationers who come to enjoy this coastal city, and its attractive scenic views and culture. Visitors normally consist of retirees and families who come for week long stays often renting a cottage or come for the weekend and stay in short term rentals. Many visitors have made the move permanent as second home owners in the community.

- END OF SECTION -

Section 2

Site Analysis



Taylor Field is within close proximity to downtown, the waterfront, and local parks.

General

The site of the existing Taylor Field is located to the east of downtown Southport. The main access to the park is E. Nash St. The neighborhood where the park is located is in the historic district of Southport. The park site is also located within short walking distance to the water's edge. The park is approximately 4.7 acres in size. Two other city parks, Kingsley Street Park and Lowe-White Memorial Park are within close proximity and the City has expressed the desire to link all three parks via off-street pedestrian methods.

The existing park property is predominately open space surrounded by mixed woodland. The site used to be a multi-purpose sports field. A small gravel lot for parking currently exists on E. Nash St.



Zoning

The site is zoned a R10 – Residential. The zone comprising Taylor Field is surrounded by other R10 zoned properties. The Old Smithville Burying Ground to the south and the parcel with the creek to the north are zoned OS.

Surrounding Land Use

The surrounding properties mainly consist of residential homes. The Old Smithville Burying Ground is adjacent to the south. Across the street is the historical jailhouse owned by the City. Downtown Southport is ¼ mile to the west down E. Nash St. Downtown boasts shops, restaurants, and other businesses typical of a small coastal city.

Utilities

The Park is served by public utilities provided by the City of Southport. Waterlines that currently provide water service to surrounding development should be adequate to provide water service to the park. Sanitary sewer is managed via the City's public sewer system. In addition to public water and sanitary sewer, power is also provided from Brunswick Electric.

Parking

The existing Taylor Field site has ample space for patron parking as the site is not heavily developed. There is currently a small gravel parking lot with enough space to park 5 to 6 vehicles.

Existing Structures

The site currently has no existing structures.

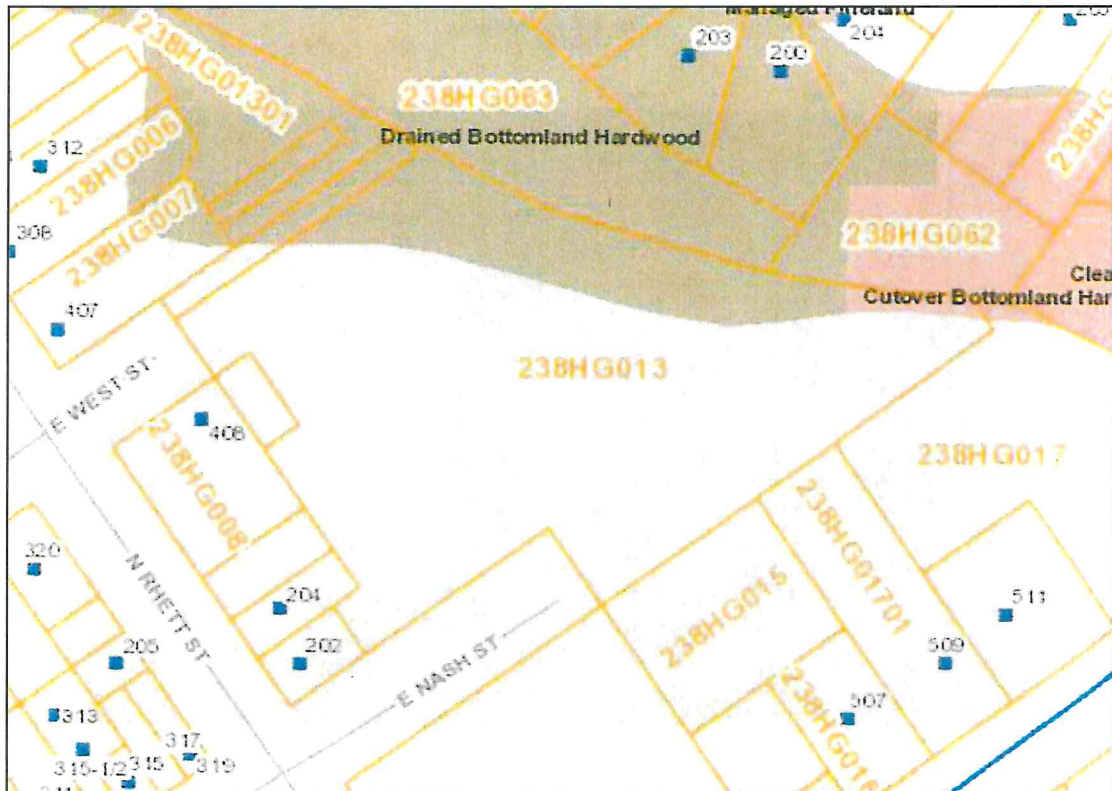
Natural Features

Topography

The topography of the land at Southport Park is generally flat. The site drains to the predominantly to the north and east towards Bonnet's Creek and the west towards Rhett St.

Vegetation

Vegetation on the site consists largely of turf grass (Fescue, Bermuda mix). The property is surrounded by a mixed hardwood and pine forest.



Wetlands

Site analysis revealed that the site does consists of minor wetland areas on the northern property boundary. Bonnet's Creek runs along the northern boundary of the site. These areas are to be considered for minimal or no disturbance.

Drainage

Due to the very sandy soils of the proposed Southport City Park site, the site does not have any significant drainage problems. According to the USDA Natural Resources Conservation Service soil report for Taylor Field the depth to restrictive drainage features are more than 80 inches below the surface thus classifying the soils as "well drained".

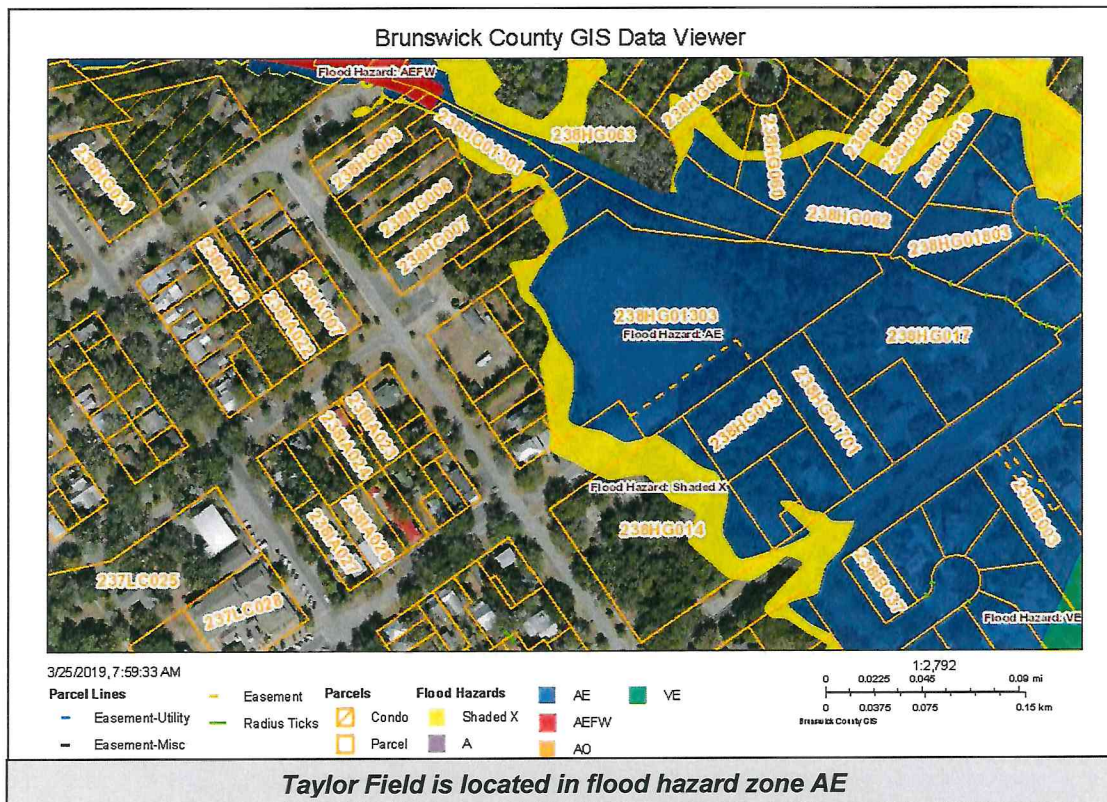


Soils

Soils found on the site consist of Wando Urban land complex, consisting of gently sloping, excessively drained sands. The parent material for this type of soil is predominantly Eolian sands and/or beach sand.

Flooding Hazard

The existing Taylor Field park site is within the Special Flood Hazard Area “AE Zone”. AE zones are areas affected by storm surge, but wave action is diminished or absent. AE zones are affected by 100-year flood events. Knowing and understanding the flood hazards is also important to understand in the design process to determine the best and most efficient use of the space. A park is an efficient use of land that is prone to flooding because it provides permeable surfaces and no major infrastructure or development.



- END OF SECTION -

Section 3

Community Input & Findings

Community Meetings

To facilitate community input, two (2) public workshops were held at the Southport Community Building during the initial phase of the Taylor Field Master Plan process. The two public workshops were held on March 18, one in the morning and the second in the afternoon. Through the use of a questionnaire, facility preference exercise, and open group dialog participants were given the opportunity to share their ideas and concerns for how future development at Taylor Field should occur. A total of 75 people attended the meetings.



Participants of the community meetings were shown a brief Power Point presentation, which familiarized the viewers with the Master Planning process. The group then reviewed a map of the park site and its various features. The existing conditions and limitations of the park were discussed. Precedent images of possible park improvements were shown, and a preference exercise was provided to collect participant opinions. Possible amenities that could be further developed at Taylor Field were then debated in open conversations.



Participants were given a park survey/questionnaire to fill out. The questionnaires solicited their opinions on existing improvements and future additions to existing park facilities as well as various programs offered by the City.

Taylor Field Park Community Meetings – Facility Preference Exercise

Participants were asked to choose two amenities that they would most like to see included in the development of the City park. They were each given two colored sticky dots and asked to place them next to an image that best correlated with what

they would like to see. It is very clear from the exercise that the participants desire facilities that provide spaces for outdoor festivals and events as well as recreation for families.





Community Meetings Questionnaire

A link to the Master Plan survey/questionnaire was posted on the Southport web page. The meetings and survey were also promoted via project survey cards which gave the survey's web address and convenient QR code. These were also provided at Public Meetings. The 249 returned surveys represented 361 people predominately residents from Southport.

Help Improve recreation in Southport!

Community Survey

Please visit the link or use the QR code below:

<https://www.surveymonkey.com/r/TaylorFieldPark>

Please join us at one of the park Master Plan community meetings on Monday, March 18th from 12-2 or 4-7 at the Southport Community Building. Thanks for your participation!



Survey cards were made available to the public to provide their input via computer or mobile device.

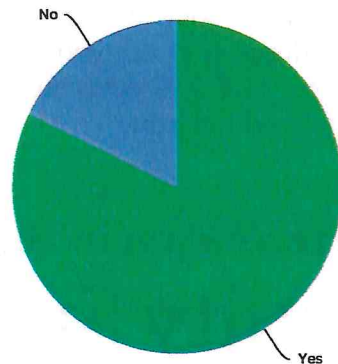
The following portion of Section 3 display results of each participant's responses to survey questions.

The results of these questions begin to gain an understanding of the types of programs and events the population would like to see happen. This is important when planning for facilities to ensure that they are sized appropriately to accommodate popular programs and special events. A clear finding was the need for exercise and socialization opportunities. The results on the following page confirm that



Q1 Do you live in City limits?

Answered: 249 Skipped: 0



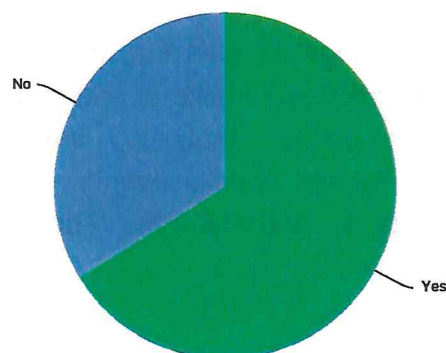
Q2 What is your Zip Code?

The majority of the people in live in the area denoted by the zip code 28461.

These questions show that residents are interested in the recreation within their community. The majority of respondents are residents and live within a 1/2 mile of public recreation.

Q3 Do you live within a 1/2 mile of a public park or recreational facility?

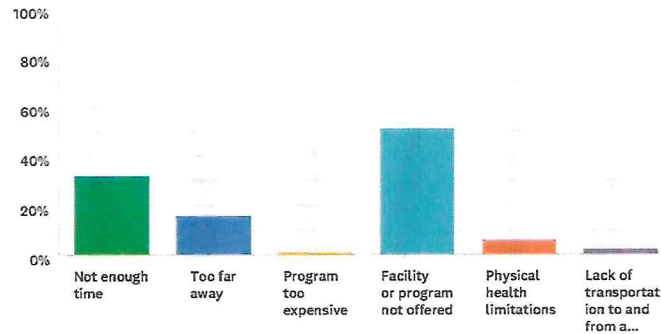
Answered: 246 Skipped: 3





Q4 What is the greatest household barrier to more regular use of a park or recreational facility?

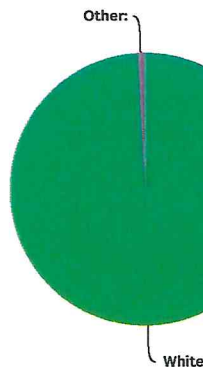
Answered: 200 Skipped: 49



The greatest barrier to regular use of parks and recreation is that the facility or program is not offered. The proposed park at Taylor Field will be able to fill voids that currently exist within the City of Southport.

Q5 Ethnicity origin (or Race): Please specify your ethnicity

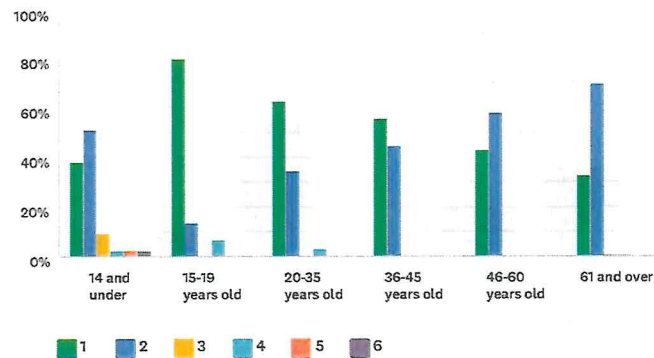
Answered: 239 Skipped: 10





Q6 Select the number of persons in your household including yourself who are in the age brackets below:

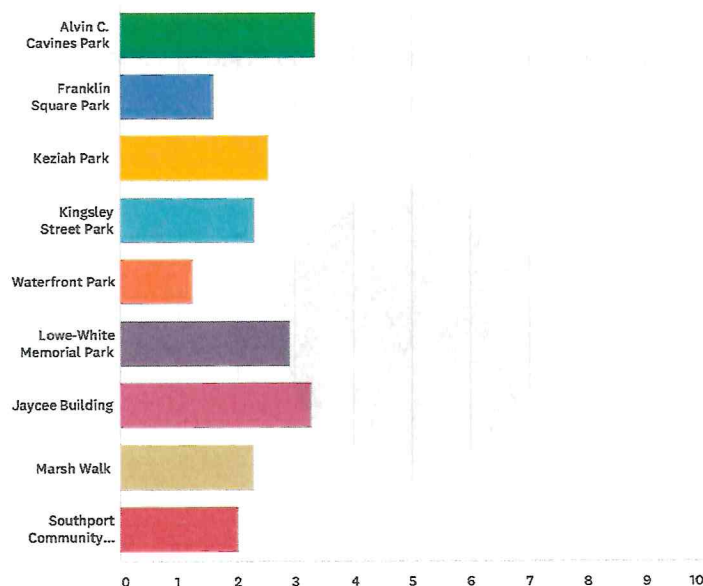
Answered: 246 Skipped: 3



The majority of respondents are retirement age white families. This is key to understanding to be able to provide the necessary recreation for the senior population.

Q7 Check below how frequently you or others in your household have visited the following facilities in the past year.

Answered: 247 Skipped: 2

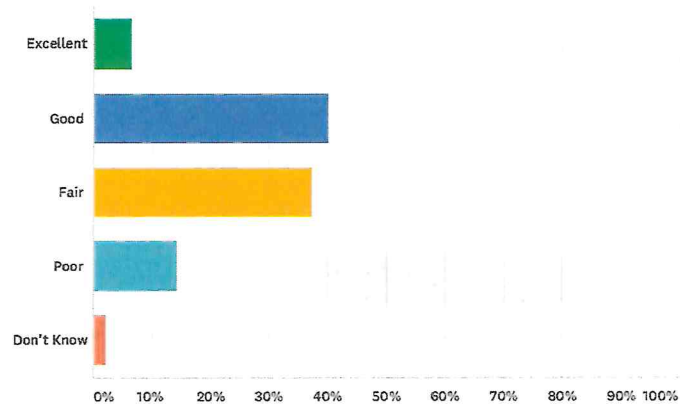




The most popular facilities within the City of Southport are the Jaycee Building, Alvin C. Caviness Park, and Lowe-White Memorial Park. Taylor Field is within proximity to Lowe-White and will have connection opportunities in the future.

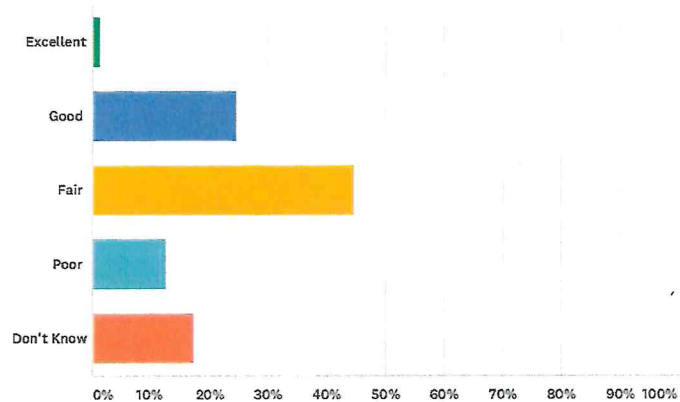
Q8 Overall, how would you rate the existing recreational facilities in Southport?

Answered: 245 Skipped: 4



Q9 Overall, how would you rate the recreational programs offered in Southport?

Answered: 245 Skipped: 4

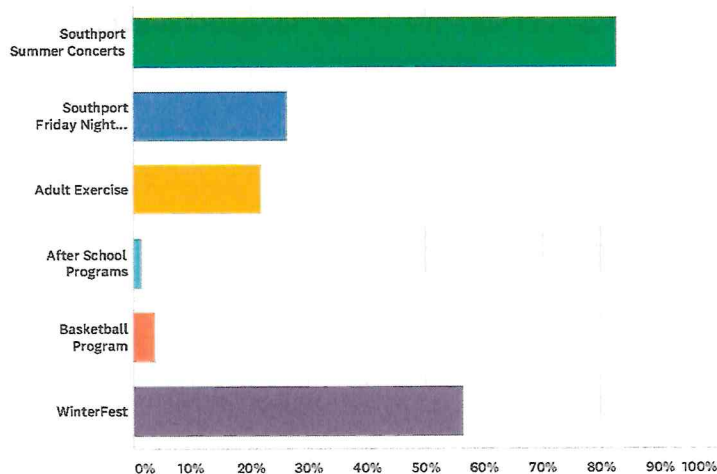


Participants rate the existing facilities and programs as good to fair. This provides insight into how the proposed park can meet users needs.



Q10 In which of the following City recreation programs and special events do you or others in your household participate on a regular basis?

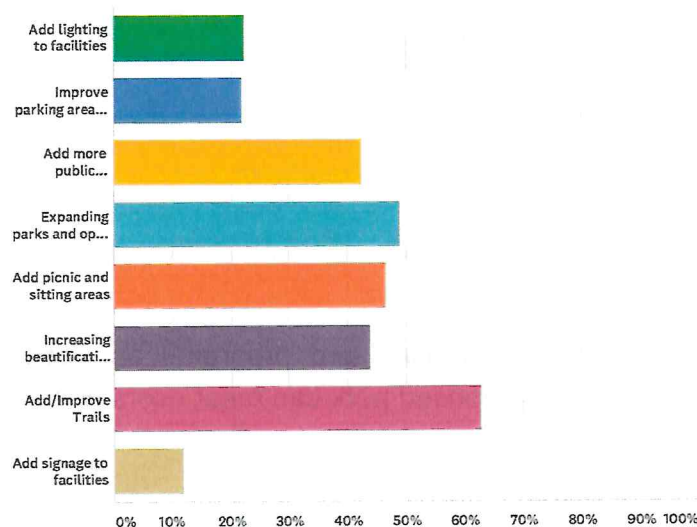
Answered: 209 Skipped: 40



The most popular program currently offered is Southport's summer concerts. The open field and close proximity to Downtown and other parks provides an opportunity to further programming events in the City.

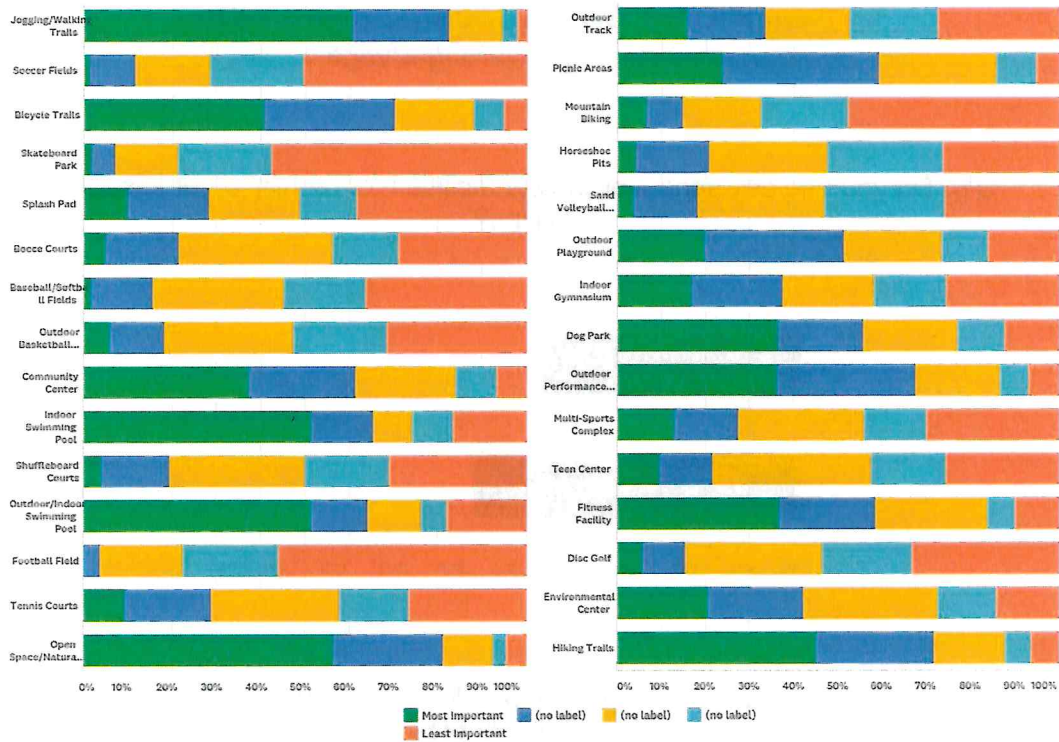
Q11 Check below improvements that could be made to EXISTING parks and list facilities

Answered: 219 Skipped: 30



The top five desires for improvements are trails, expanding parks and open space, more picnic and sitting areas, add public restrooms, and increasing beatification. Taylor Field has the opportunity to provide each of these improvements.

Q12 The following is a list of recreation activities that you could do at a public park or recreation facility. Rank the importance of each activity with 1 being most important and 5 being least important. Please consider other members of your household.



The most important activities that respondents are looking for are jogging/walking trails, open natural space, hiking trails, and a dog park.

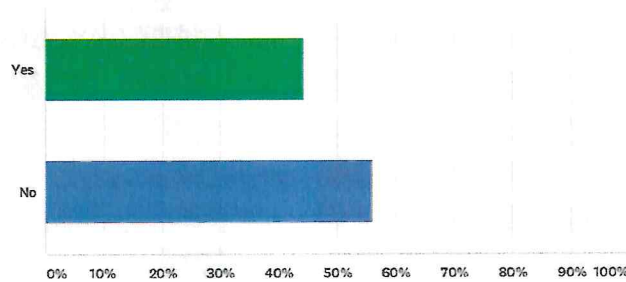


Q13 Please list below, any recreation programs or special events that you would like to see offered within Southport:

activities tennis adults bike fitness kayak courts indoor swimming pool
swimming pool indoor swimming indoor concerts
programs Southport outdoor dog park pool
events Pickle ball see trails public swimming
Kayak launch classes Water walking play yoga bocce park

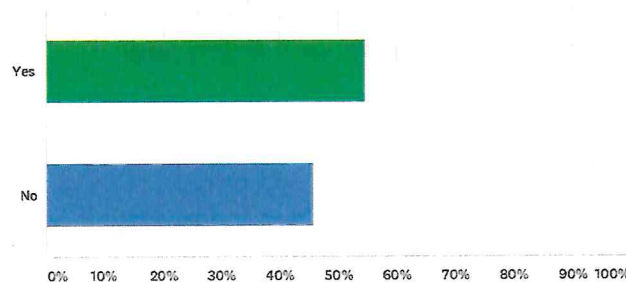
Q14 Do you use any school or private facilities for recreation or leisure activities?

Answered: 237 Skipped: 12



Q15 Within the last year have you traveled out of Southport to use a recreation facility or program?

Answered: 242 Skipped: 7

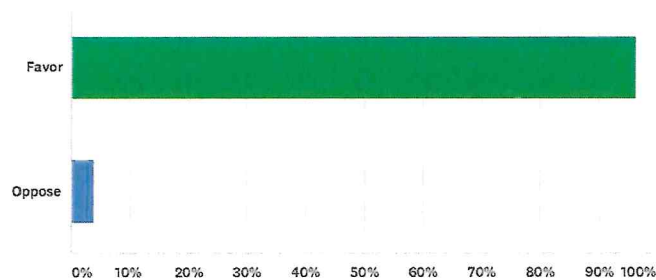




Most people are not using school or private facilities and they are travelling out of Southport to use a recreation facility or program.

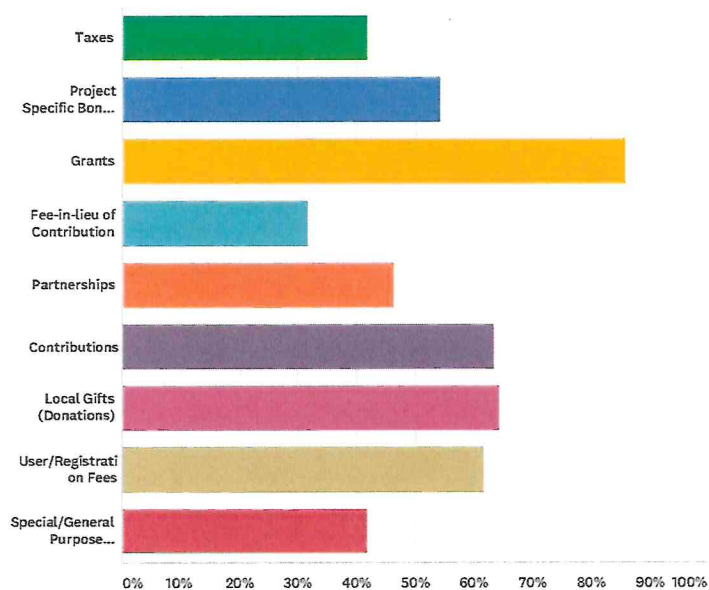
Q16 Would you favor or oppose expanding recreational opportunities in the Southport?

Answered: 242 Skipped: 7



Q17 What, if any, sources of funding are you willing to support in order to make improvements, build new facilities, and create programs? Check all that apply.

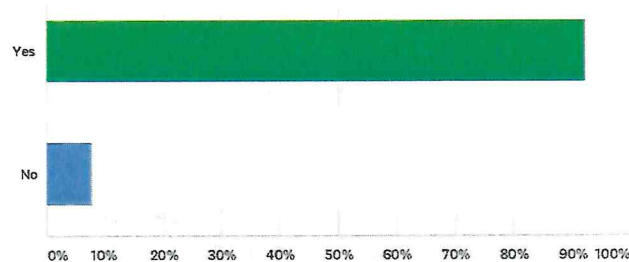
Answered: 238 Skipped: 11





Q18 Would you be willing to pay a nominal fee to attend an event or use a special facility?

Answered: 244 Skipped: 5



Participants are predominantly in favor of expanding recreational opportunities and are willing to support it either through nominal fees, contributions, or grants.

Community Input Summary

The community input program of community meetings, group exercises, and public survey - all served to provide a comprehensive look at the needs and concerns for recreational opportunities and amenities of Taylor Field. The elements of the program highlight the need for walking trails and fitness stations for exercise, a dog park, picnic shelters for socialization, and supporting facilities such as parking, restrooms, and signage. The community is supportive of efforts to improve Taylor Field's amenities and recreational opportunities.

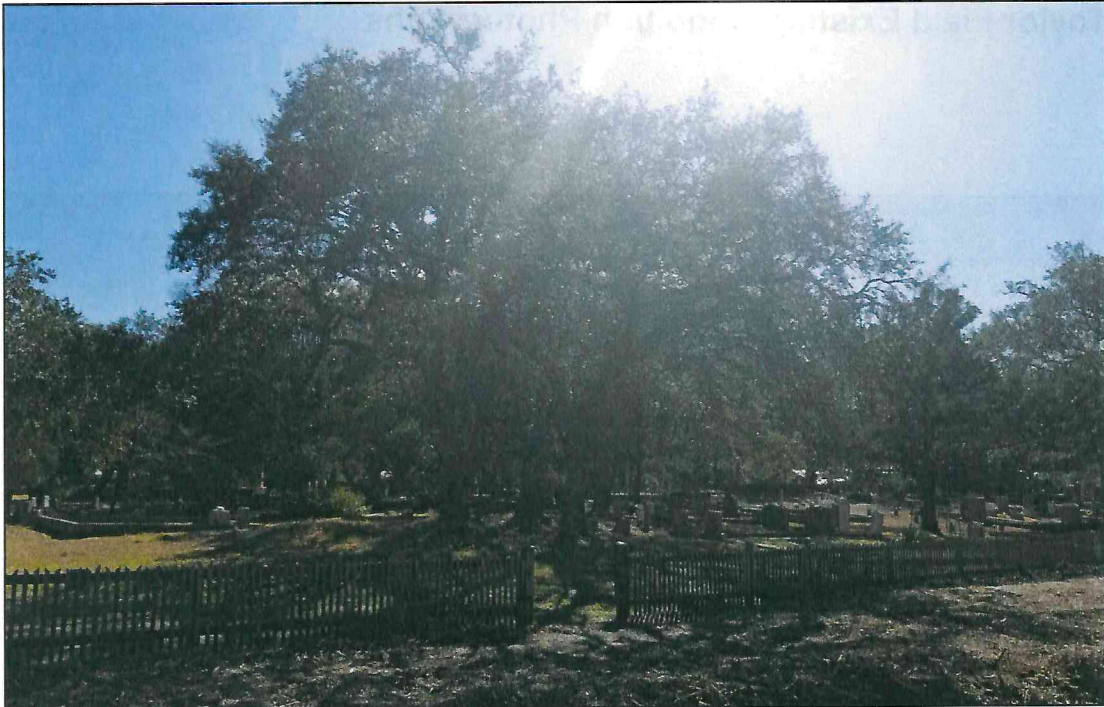
Taylor Field Existing Condition Photographs



Taylor Field is currently open space



E. Nash St. currently provides a small gravel parking area and entry to Taylor Field



Old Smithville Burying Ground is to the south of Taylor Field



Bonnet's Creek is to the north of Taylor Field



- END OF SECTION -



Section 4

Master Plan Development

Concept Master Plan

Utilizing information from the site analysis, input from the two (2) community meetings, survey data, and City Staff, McGill Associates began developing alternate concept plans for park development. Based on this input, the design team was able to develop the purpose and programming for the development of Taylor Field.

The goals and objectives of this park should be to serve the local community, city residents, and visitors with multiple outdoor recreational amenities. The strategic planning elements of the park should be to offer a variety of activities compatible with both active and passive recreation while also providing an aesthetically attractive feature to the City.

The expressed need and desire for a dog park, trails, picnic shelter and exercise stations which were desires by the respondents of the Master Plan survey were taken into strong consideration. As well was the desire for green open space.

Two concept plans were developed that proposed a number of park improvements composed of providing a venue for socialization and exercise, unprogrammed open space/recreation space for families, additional passive recreation, and critical facilities such as patron parking areas and public restrooms. These amenities were derived from the survey findings, community input, project oversight group, and City staff input.

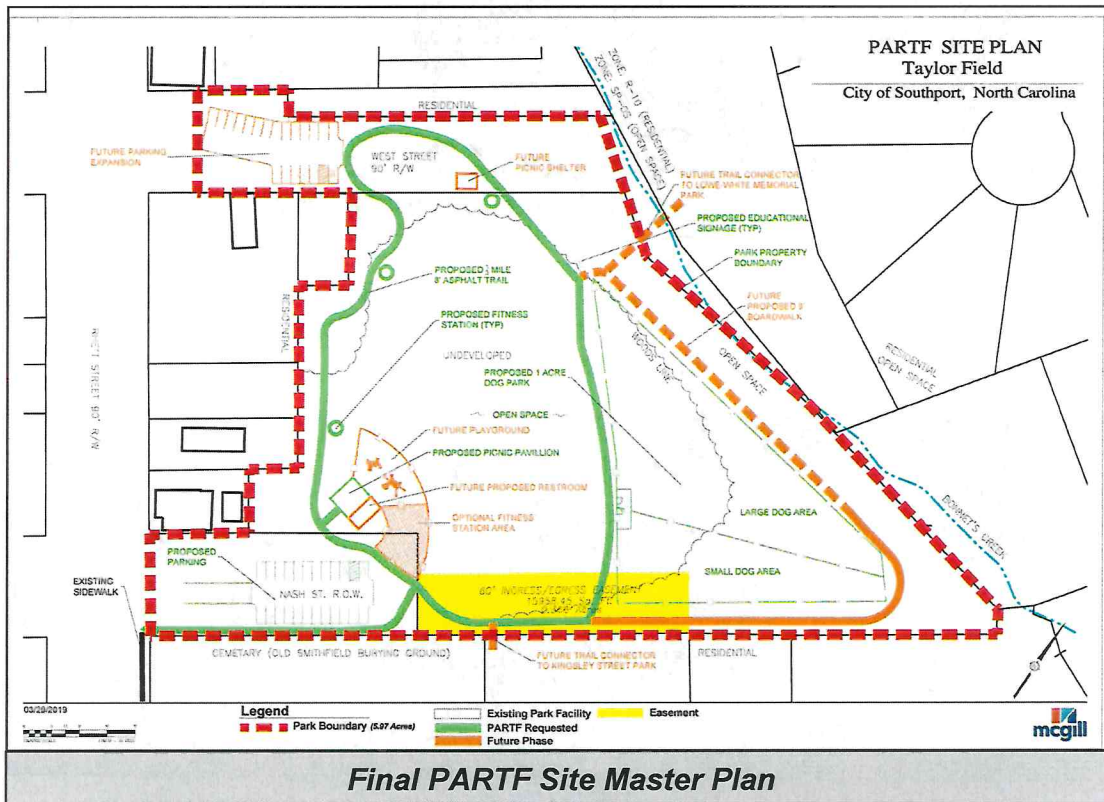
Designing accessibility for all park amenities was of great importance for all the concept plans. The core area of Taylor Field is comprised of a paved trail that promotes walking around the entire park as well as paved access points to the desired amenities. The parking area includes additional parking spaces for visitors to the park.

The Concept Plans also propose preserving the open feeling of the existing space. This open space will provide opportunities for passive and active recreation. It can be a space programmed for large or small group gatherings.



Final Master Plan

Based on the response from the community meetings for the proposed Taylor Field project, the City felt that the “Option 2” concept diagram closely reflected the needs of the City and meets many of the desires of the community as expressed in the public meetings. The “Option 2” concept plan was further refined to create the “Final Site Master Plan” shown below.



The overall consensus was that this proposed plan is sensitive to both the desires and long-term goals of the community and City Staff. This plan aims to meet current and future needs of park users and City residents.

The Final Master Plan will provide users both active and passive recreation with a central open space, a 1/3-mile trail that winds through both a woodland setting and the open space. A future boardwalk along the trail will also provide users the opportunity for viewing wildlife along Bonnet’s Creek.

Based on the desires found in the community meetings a dog park was a high priority to include in the new park at Taylor Field. The dog park would be a fenced in space with two enclosures; one for small dogs and a larger area for large dogs. This will support the growing population that includes dogs as a part of their family. Dog parks provide opportunities for this growing segment to receive the necessary

exercise to maintain the necessary health benefits to provide companionship to families.



Dogs are a growing member of families

The open lawn that is central to the park will provide multiple uses to visitors. It can be used passively for picnics, lawn games, or other various activities. It is also large enough that various sporting games can be played on the open lawn.



Open lawn space serves multiple different types of programming

Accessible walking paths throughout the park provide the opportunity for a safe and equitable recreation experience for all park users. Outdoor fitness stations are spaced around the trail to provide users with multiple active recreation opportunities. Walking along with fitness stations will be used to promote healthy living.



Fitness Stations provide opportunities to maintain a healthy lifestyle



Preliminary Opinion of Probable Cost

A preliminary opinion of probable cost was developed for the Master Plan. The anticipated cost (in today's dollars) for the proposed Taylor Field Improvements is approximately \$488,448. It should be noted that this estimate is based on master plan level design. Final construction documents will have to be completed in order to present a more accurate opinion of probable cost. The City should be aggressive with applying for grants and other funding mechanisms to reduce City expenditures for capital improvements in approaching the development of the park.

OPINION OF PROBABLE COST FOR CONSTRUCTION	Total Item Cost
Development of Park Elements	
Site Furnishings/Shelter	\$68,710
Paved Waking Trail	\$54,000
Dog Park Fencing	\$45,500
Fitness Stations	\$31,500
Site Development	\$143,800
Parking Lot	\$64,535
Construction Cost to Develop the Project	\$408,046
Contingency for the Cost of Building / Renovating – 5%	\$20,402
Costs Related to Design & Construction Administration	\$60,000
Total Project Cost (Not Including Land Value)	\$488,448

- END OF SECTION -

Heather Hemphill

From: Delicia Ramirez <dramirez@playscapes.us>
Sent: Monday, May 13, 2019 10:15 AM
To: heather_hemphill@southportnc.org
Subject: RE: Taylor Field new park

I am writing in hopes of finding the appropriate person to speak with about the playground for your project.

The 4 Kids, Inc. offers the finest natural, educational, and themed play sculptures and playground equipment. Our clients include schools, museums, zoos, and city Parks and Recreation departments. You can see some of our creative and exciting play elements on our website: <https://www.the4kids.com>

We offer:

*Tree houses, log slides and natural playgrounds *Dinosaurs, giant bugs and hundreds of animal sculptures *Custom themed playground elements

If you are the right person to speak with, please let me know when we can talk.

If not, who would you recommend I speak with regarding this project?

Thank you,
Delicia Ramirez
Sales & Project Manager
The 4 Kids, Inc.
903-454-9237

We take your privacy very seriously. If you do not wish to receive ANY future correspondence from our company, please click the following link to instantly be added to our DO NOT CONTACT list.

https://unsubscribe.stromberg.marketing/?email=heather_hemphill%40southportnc.org

FEBRUARY 1, 2020

RETREAT MINUTES/DEPARTMENTAL REPORTS

***BOARD OF ALDERMEN
COMMUNITY BUILDING
223 E. BAY STREET***

***RETREAT MINUTES
FEBRUARY 1, 2020
SOUTHPORT, N.C.***

PRESENT: Mayor Joseph P. Hatem

Aldermen Karen Mosteller, Lora Sharkey, Lowe Davis, Marc Spencer, John Allen, Tom Lombardi

STAFF PRESENT: Bruce Oakley, City Manager

Michele Windham, City Clerk

Melanie Trexler, Finance Director

David Fox, Public Works Director

Tom Stanley, Asst. Public Works Director

B. Wayne Strickland, Building Inspector

Todd Coring, Police Chief

Charles Drew, Fire Chief

Randy Jones, Tourism Director

Heather Hemphill, Parks & Recreation Director

Kate Marshall, Animal Protective Services/Code Enforcement Officer

Call to Order - 9:00 a.m.

Mayor Hatem called the meeting to order.

Invocation

A moment of silence in honor of Ms. Sylvia Butterworth, a 25-year Southport City employee, was held.

Pledge of Allegiance

Mayor Hatem led the assemblage in the Pledge of Allegiance.

AGENDA

1. Workshop/Local Government Primer/Roles/Prioritization of Issues

Meeting minutes provided separately and adopted March 12, 2020.

Lunch Recess – 12:14 P.M.

must be completed by January 2021 to be compliant.

Building Inspector Strickland spoke about the benefits of including Conditional Zoning in the UDO.

PARKS & RECREATION (complete report on file in the Clerk's office)

Parks & Recreation Director Hemphill reviewed the department's many special events, fitness classes, athletic activities, seniors' happenings, various park locations, and buildings and facilities. She reported that application had been submitted for designation as Ecofriendly for Waterfront Park and Lowe White Park. She stated that she would be applying for a grant to rebuild the Franklin Square Park gazebo. She provided an update on the City Dock renovation project:

- CAMA permit submitted October 2019
- Awaiting decision regarding riparian right issues
- As soon as permit issued, demolition of existing damaged dock can begin

Director Hemphill announced that the City had received PARTF funding for the 1st phase of the Taylor Field Park construction project.

Director Hemphill provided a listing of 2020 projects and potential funding requests:

- Complete City Dock renovation
- Phase 1 of Taylor Field Park construction
- Atlantic Street Park renovation
- Replace wood, rotted fascia and windows of Jaycee Building
- Replace roof and rotted fascia on Senior Building
- Gravel Lowe/White Park parking lot
- Replace pavement on Lowe/White Park Trail
- Replace trash cans at Waterfront
- Replace swings and benches at Waterfront Park
- Replace floor and roof at City Gym

Responding to a query by Alderman Spencer, Director Hemphill explained that the Atlantic Street Park is a CAMA access point to the riverfront beach at low tide.

Director Hemphill reported that when the Parks and Recreation Master Plan is scheduled to be updated, a centralized recreational center would be recommended for the City property on 9th Street.

Answering a query from Alderman Davis, Director Hemphill stated that the Jaycee Building is used for exercise classes and rentals such as birthday parties, etc.

TOURISM (complete report on file in the Clerk's office)

Tourism Director Jones provided an overview of 2019 accomplishments and a vision for 2020:

Number of Visitors \$ 31,220

Income Total \$ 21,748.42

Heather Hemphill

From: Matt Schramm <matt.schramm@churchichrecreation.com>
Sent: Monday, February 17, 2020 1:35 PM
To: Heather Hemphill
Subject: Churchich Recreation

Hi Heather,

I hope that all is well! Earlier today I spoke with Norm Rademacher from the Southport Lion's Club about some different inclusive pieces that they were looking at donating to the playground in your Taylor Park project. I remember from our conversation this past fall that you were looking at some inclusive equipment and potentially a shelter as well. I'd love to talk to you more about the project and see how we can help you with it.

Thank you and please let me know!

Best,
Matt

Matt Schramm
Churchich Recreation & Design
20 Towne Drive PMB 186
Bluffton SC 29910
843-757-3156 843-757-3150 (fax)
(m) 201-566-1320
www.churchichrecreation.com

Contact Churchich Recreation & Design for all your Recreation needs: Miracle Playground Equipment • Poligon Park Shelters/Gazebos • Wabash Valley Site Amenities • Playground Safety Surfacing • Wood Fiber • Vortex Splashpads & Waterslides • Shade Systems • Rocks & Ropes • Murdock Drinking Fountains • Fabric Architecture

Follow us on Facebook <http://www.facebook.com/churchichrecreation>



"The bitterness of poor quality remains long after the sweetness of low price is forgotten." - Benjamin Franklin

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Heather Hemphill

From: Karen Mosteller <kemosteller@gmail.com>
Sent: Thursday, February 14, 2019 7:11 AM
To: Heather Hemphill
Subject: Taylor Field Park update

Good morning Heather,

Below are my notes regarding the Taylor Field Park update for tonight's meeting...please give me a call once you have had the opportunity to review...thanks for your help...Karen

The Taylor Field Park Planning Update

The generous gift of the Taylor Field land donated by James and Ginger Harper to the city is in the planning stages.

The city has received proposals from __ groups to provide engineering and landscape architectural services and grant preparation assistance for the development of Taylor Field Park. The Parks and Recreation Advisory Board along with Parks and Rec Director Heather Hemphill and the city manager are helping guide this project.

The consulting firm will be selected and the preliminary plans will be submitted for review by the Parks and Recreation Advisory Board to assure that the proposals are consistent with the 2015 – 2020 Parks and Recreation and Open Space Master Plan.

The 2015 -2020 Parks and Recreation and Open Space Master Plan is the strategic long term planning document that the City of Southport invested in, to help plan and guide the decisions that will define the future of our city.

In addition to public input, the Taylor Field Park project will reflect the vision and goals of the master plan.

The time line and the process ...

Preliminary design plans should be available by the end of this month.

The Parks and Recreation Advisory Board will review the plans and submit recommendations to the Planning Board for their consideration.

At the Planning Board meeting on Thursday, March 21 at 6:00 pm, at the Nash Street sub-station, the Planning Board will discuss the proposals and provide a public forum to give citizens the opportunity to participate in the process. The consulting firm will present the preliminary plans at this Planning Board meeting.

After incorporating public input, the Planning Board will submit the Final Plan to the Board of Alderman for consideration at the April 11th meeting.

The last step will be the submission of the Part F grant application on April 30th.

It is important to note that this project is able to take advantage of the land value as the city's matching portion to qualify for the Part F Grant.

Please plan to attend the March 21 Planning Board meeting, citizen input is crucial as we move forward with this project.

Heather Hemphill

From: James Ford <James.Ford@mcgillassociates.com>
Sent: Wednesday, March 6, 2019 2:28 PM
To: Heather Hemphill
Cc: Mike Norris
Subject: Southport Public Survey

Heather

Please send the link to the DRAFT public survey for the Taylor Field Park project here: <https://www.surveymonkey.com/r/TaylorFieldPark>
Feel free to review and reply back with any needed revisions. I'm in the process of designing a marketing/questionnaire card for this project. As soon as I finish I'll forward it to you.

Have a nice day,



James L. Ford
Project Planner
McGill Associates, P.A.
1240 19th Street Lane NW,
Hickory, North Carolina
T 828.328.2024 (ext. 230)
james.ford@mcgillassociates.com
mcgillassociates.com

Heather Hemphill

From: Heather Hemphill
Sent: Wednesday, March 6, 2019 2:51 PM
To: Sharon Venis (Sharon_Venis@southportnc.org); Sharon Venis
Subject: FW: Southport Public Survey

Sharon,

Here is the survey associated with the PARTF Grant and Taylor Field Development. Also there will be a public drop in on Monday March 18th at the community building for citizens to look at draft design and ask questions. The times are 12-2pm and 4-7pm.

Thank you

From: James Ford <James.Ford@mcgillassociates.com>
Sent: Wednesday, March 6, 2019 2:28 PM
To: Heather Hemphill <hemphill@cityofsouthport.com>
Cc: Mike Norris <Mike.Norris@mcgillassociates.com>
Subject: Southport Public Survey

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T 828.328.2024 (ext. 230)

james.ford@mcgillassociates.com

mcgillassociates.com

Heather Hemphill

From: Sharon Venis
Sent: Wednesday, March 6, 2019 3:19 PM
To: Heather Hemphill
Cc: Randy Jones
Subject: RE: Southport Public Survey

Hi, Heather.

I posted this to our website as both a public notice and an event. I also shared the notice on Facebook with Southport NC and Southport, NC Locals.

Hope that was OK! Sharon

*Sharon Venis
City of Southport Department of Tourism*

*203 E. Bay Street
Southport, NC 28461*

*Phone: (910) 457-7927
Email: svenis@cityofsouthport.com*



From: Heather Hemphill
Sent: Wednesday, March 6, 2019 2:51 PM
To: Sharon Venis (Sharon_Venis@southportnc.org) <Sharon_Venis@southportnc.org>; Sharon Venis <svenis@cityofsouthport.com>
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Sent: Wednesday, March 6, 2019 2:28 PM
To: Heather Hemphill <hhemphill@cityofsouthport.com>
Cc: Mike Norris <Mike.Norris@mcgillassociates.com>
Subject: Southport Public Survey

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Hickory, North Carolina
T 828.328.2024 (ext. 230)
james.ford@mcgillassociates.com
mcgillassociates.com

Heather Hemphill

From: Thomas Lloyd
Sent: Friday, March 22, 2019 12:32 PM
To: Mike Norris
Cc: Bruce Oakley; Heather Hemphill
Subject: RE: Taylor Field

Nope, from what I recall everything was positive. The only comment I remember is making sure that some of that open space could still potentially be usable as parking for special events (i.e. 4th of July, Springfest, Winterfest). In the past many of our vendors have used that as a parking area during the festivals.

From: Mike Norris <Mike.Norris@mcgillassociates.com>
Sent: Friday, March 22, 2019 12:06 PM
To: Thomas Lloyd <tllloyd@cityofsouthport.com>
Subject: RE: Taylor Field

Were there any concerns that we need to be aware of?

Thanks



Michael J. Norris, PLA
Director of Land Planning & Recreation
McGill Associates, P.A.
T 828.252.0575
C 828.310.5238
mike.norris@mcgillassociates.com
mcgillassociates.com

From: Thomas Lloyd <tllloyd@cityofsouthport.com>
Sent: Friday, March 22, 2019 12:01 PM

To: Mike Norris <Mike.Norris@mcgillassociates.com>
Subject: RE: Taylor Field

Mike,

Thanks for checking in. It went well, the Planning Board sent it to the Board of Aldermen with a recommendation that it be approved.

Thanks,

Thomas

From: Mike Norris <Mike.Norris@mcgillassociates.com>
Sent: Friday, March 22, 2019 11:55 AM
To: Thomas Lloyd <tlloyd@cityofsouthport.com>
Subject: RE: Taylor Field

Thomas,
Did everything go well last night?

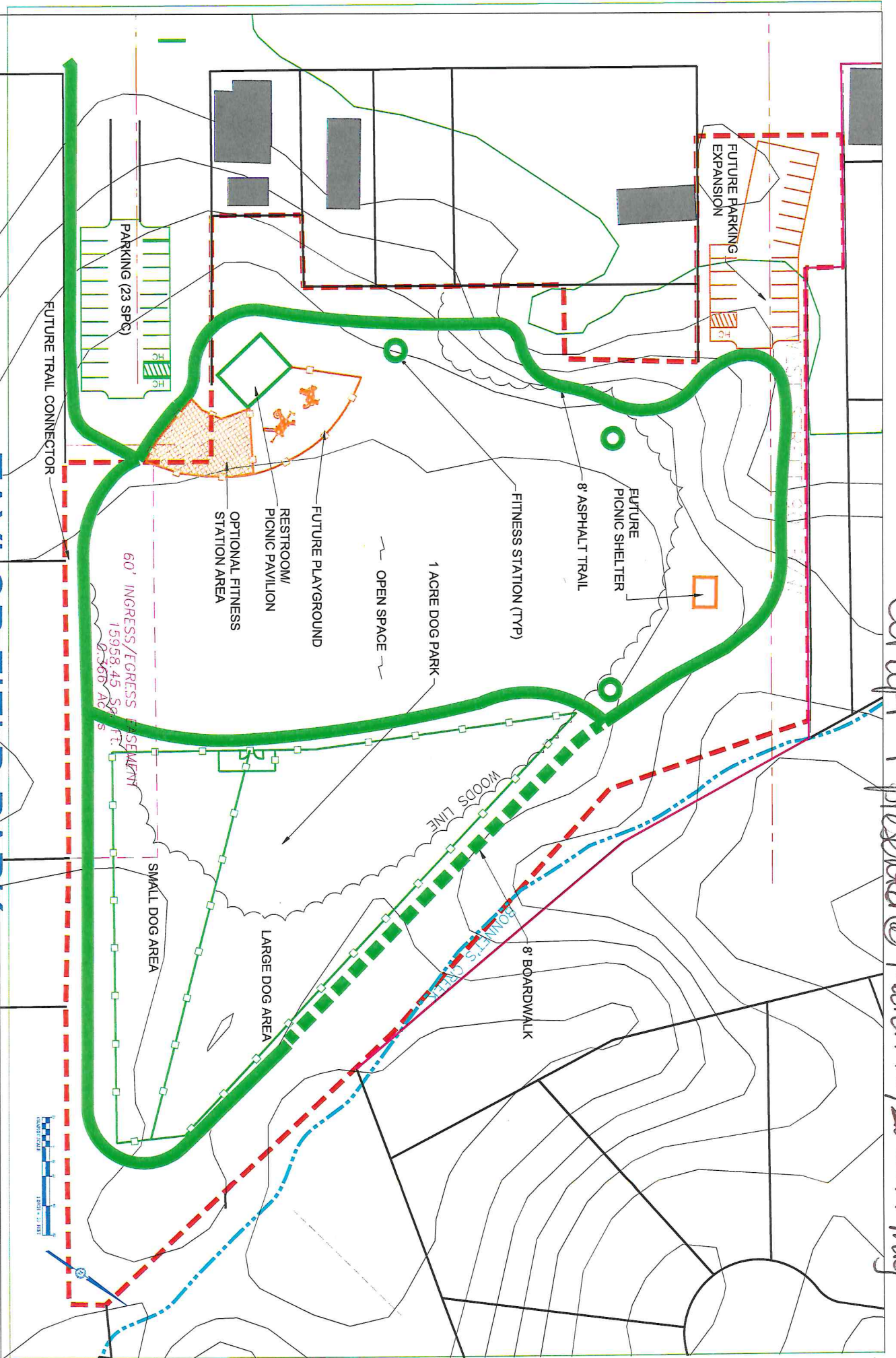
Thanks
Mike



Michael J. Norris, PLA
Director of Land Planning & Recreation
McGill Associates, P.A.
T 828.252.0575
C 828.310.5238
mike.norris@mcgillassociates.com
mcgillassociates.com

From: Thomas Lloyd <tlloyd@cityofsouthport.com>
Sent: Thursday, March 21, 2019 10:52 AM
To: Mike Norris <Mike.Norris@mcgillassociates.com>

Concept 1 presented @ March 18, 2019 mtg



TAYLOR FIELD PARK

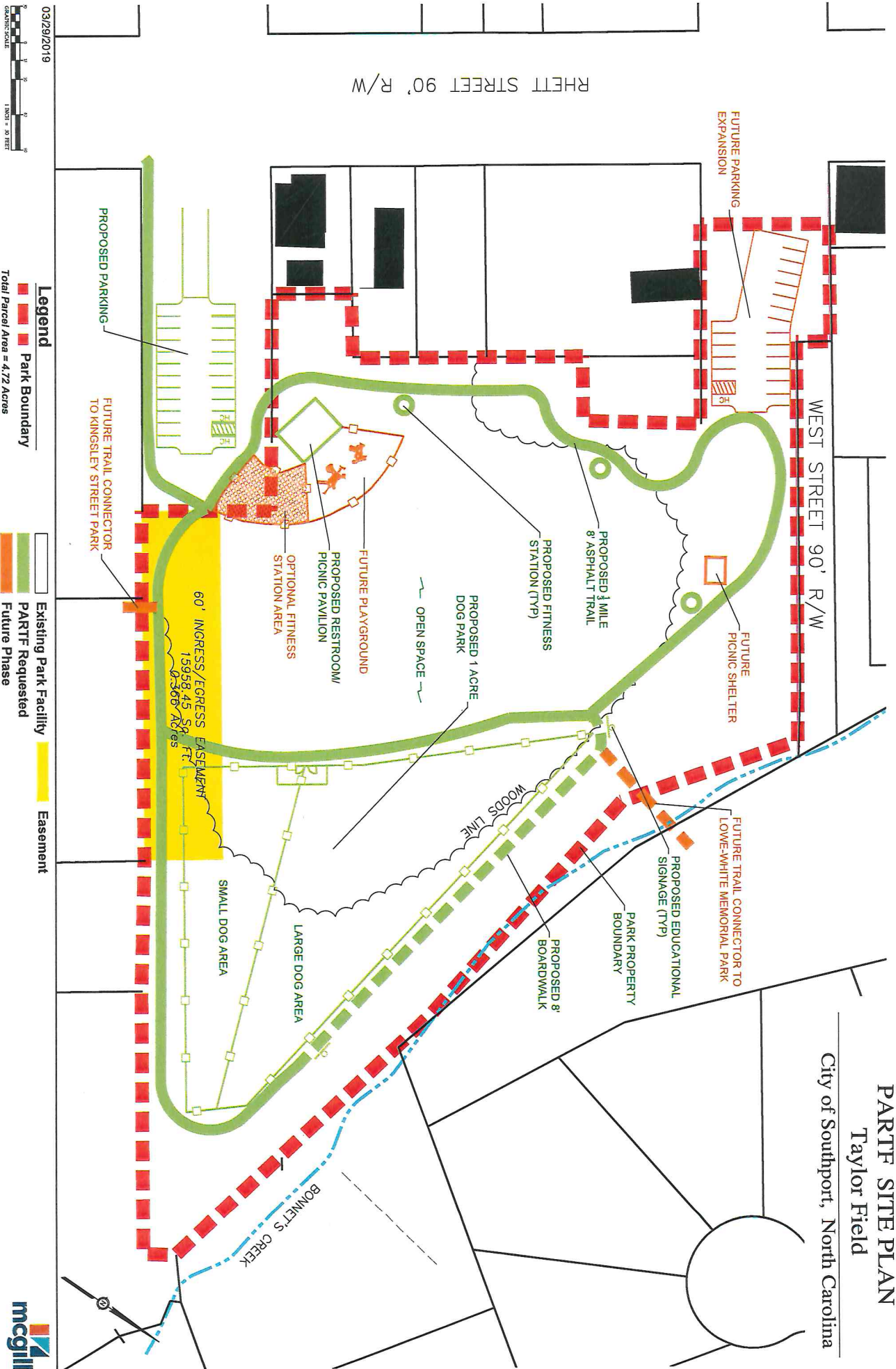
CONCEPTUAL SKETCH
SOUTHPORT, NORTH CAROLINA



Concept 2 presented

PARTF SITE PLAN Taylor Field

City of Southport, North Carolina



Heather Hemphill

From: Heather Hemphill
Sent: Monday, April 5, 2021 4:11 PM
To: Whitson, Ian
Cc: Gordon Hargrove
Subject: RE: Park Funding
Attachments: Congressman Rouzer Taylor Field.pdf

Ian,

Thank you for the interest in this project. I have attached a packet that includes information regarding the City of Southport and the history of that park. You will find on the Master Plan the location for the playground. Like I mentioned earlier, the City would like to make the playground at that location totally inclusive including the surfacing and amenities. The City does not currently have any inclusive apparatuses nor surface areas at it's other playgrounds. We do meet standards for the ADA, so although we are compliant with the ADA, we would like to offer a playground that is totally inclusive. Any funds that we receive for this project will go a long way. We are also working in partnership the Southport Lions club on a fundraiser in September 2021 to help fund this project. Once again, thank you so much for your interest in this exciting project. Please let me know if you need any more information or if you would like a virtual tour of the property.

Thank you,
Heather Hemphill CPRP
Southport Parks and Recreation Director
1029 North Howe Street
Southport, NC 28461
910-457-7810

From: Whitson, Ian <Ian.Whitson@mail.house.gov>
Sent: Monday, April 5, 2021 1:33 PM
To: Heather Hemphill <hemphill@cityofsouthport.com>
Subject: Park Funding

Hey Heather – We received your message about a park in Southport that needs accessibility funding.

Could you provide me with some additional details? We would like to see if it is possible to submit this request.

Thank you,

Ian Whitson

Legislative Assistant

Office of Congressman David Rouzer (NC-7)

2333 Rayburn House Office Building

Washington, D.C. 20515

(202) 225-2731

SOUTHPORT PARKS AND RECREATION 10 YEAR MASTER PLAN

Additional Facilities/Amenities Needed

- 2 new large picnic shelters (used for Rentals and City Functions)
- 3 new playgrounds (plus our current ones)
- * • 1 completely inclusive playground (Taylor Field Park)
- 2nd Phase of Taylor Field to include a boardwalk along Bonnets Creek with a connection to Lowe/White Park enabling Environmental Education Opportunities.
- 4 (at least) more miles of Multi-Purpose Trails (Walking, biking, sidewalks)
- 1 Multi-purpose Community Recreation Center/Fitness Center. Move the City Basketball Gym over to this location (Development of 9th Street)
- Move Administration offices to proposed Community Center on 9th Street
- 1 pickleball area
- New amphitheater (shows and concerts)
- 2 new Water Access sites (at least 1 is Kayak)
- Dog Park
- Splash Pad/pool area
- Athletic complex with fields for softball/baseball/kickball/soccer/football (Development of 9th Street.) Joint project with the BC School System at the 9th Street location.
- Waterfront plan to be completed with the upgrades and changes that include Waterfront Park bulkhead (barrier) and the City Pier
- At least 1 additional public restroom facility
- Kingsley Park Pier to extend another 125 feet into the Cape Fear River with a covered area at the river end.
- Add lights to the outdoor tennis and basketball courts at LWP
- Cover the overlook structure at Lowe/White Park.
- Complete renovations to City Dock

Personnel/Staffing

- Maintain current full-time positions of Director and Program Supervisor
- Create/Hire a new full-time position of Recreation Specialist to split some programming duties (Special Populations, Special Events, Adults, Arts and Music, Seniors, Adventure Recreation)
- Create/Hire a new full-time Recreation programmer for Athletics/Fitness
- Create/Hire a full time Parks and Recreation Facilities Maintenance Specialist
- Create/Hire a full time Administrative Assistant/Office Manager
- Hire 2 full time Park Maintenance Specialists
- Maintain current level of part time/seasonal staff
- Create/Hire a full time Recreation Center Supervisor

This is all in addition to what the Parks and Recreation Department currently has and does.



Heather Hemphill

From: Heather Hemphill
Sent: Tuesday, July 26, 2022 11:10 AM
To: mblau3@twc.com
Subject: RE: Playground Equipment - Southport Lions Club

Mike,

The inclusive playground has been identified as a component for the Taylor Field Park. It is not scheduled to be constructed in the current construction set to be completed by September 12, 2022. The City is applying for an accessibility for Parks Grant to fund the cost of the inclusive playground. That grant is due November 1st, 2022. We should receive notification of grant awards in Spring 2023. The actual budget for the playground will be in the proposed 23 fiscal year.

Thank you,
Heather

Heather Hemphill CPRE, CPSI
Southport Parks and Recreation Director
1029 North Howe Street
Southport NC 28461
(910)457-7810 office
hhemphill@cityofsouthportnc.com



**CERTIFIED PLAYGROUND
SAFETY INSPECTOR**

From: mblau3@twc.com <mblau3@twc.com>
Sent: Monday, July 25, 2022 1:52 PM
To: Heather Hemphill <hhemphill@cityofsouthport.com>
Subject: Playground Equipment - Southport Lions Club

Heather – my name is Mike Blau and I am now the President of the Lions Club. According to Paul Fisher and Bob Smith, you are scheduled to attend our meeting on August 4 and received a check to help the City defray costs associated with the purchase and installation of playground equipment for disabled children. If you recall, the purpose of the car show last year was to generate funds for the equipment. At the Board of Directors meeting last Thursday, I was questioned as to whether the City is actually in the process of purchase of the equipment and construction at the playground. One of the Board members who lives in Southport said he did not see the project in the listing of projects for this fiscal year. Is the project in construction at the present time? If you would like to discuss this on the phone, my cell number is 914-906-7184. I look forward to hearing from you in this regard.

Heather Hemphill

From: ken geiman <kennyg533@hotmail.com>
Sent: Sunday, October 30, 2022 10:04 AM
To: Heather Hemphill
Subject: Taylor Field

I had attended one of the recent Parks and Recreation meetings where you discussed the all-inclusive playground for Taylor Field.

I am not sure whether or not the recreation department was interested in, or had ordered handicapped accessible picnic tables for the park.

If you have any interest in all-inclusive wood picnic tables in the basic design that I have built for the town parks and the museum, I would happy to provide you with designs and basic material cost for these tables. I would be able to get some people together to volunteer their labor on the tables or on some wood benches for the new park.

Please reach out to me if you are interested in seeing some possibilities.

Ken Geiman

973-572-8433

FEBRUARY 9, 2023

REGULAR MEETING MINUTES

Board of Aldermen Regular Meeting Minutes

February 9, 2023

223 E. Bay Street

Southport Community Building

6:00 p.m.

Present:

Mayor Pro tem Karen Mosteller, Aldermen Thomas Lombardi, Rich Alt, Lowe Davis, Robert Carroll, and John Allen

Staff Present: Bonnie Therrien, Interim City Manager

Dorothy Dutton, City Clerk

Randy Jones, Communications/Tourism Director

ChyAnn Ketchum, Communications and Public Information Officer

Heather Hemphill, Parks and Recreation Director

Kate Marshall, Animal Control

Travis Henley, Director of Development Services

Charles Drew, Fire Chief

Todd Coring, Police Chief

Melanie Trexler, Finance Director

Tom Stanley, Public Services Director

Others Present: Norwood Blanchard III, Will Hewett, Sue Hodgins, Renee Spencer with Star News Online, Eliot Duke with the State Port Pilot, and many other interested citizens attended.

Meetings are open to the public. Complete audio/video is available on the City's website or can be requested from the City Clerk's office.

Call to Order

Mayor Pro tem Mosteller called the meeting to order at 6:00 p.m. She welcomed everyone to the meeting.

Invocation

motioned to adopt the amendment after removing the two references changing the definition of a leash. Alderman Davis seconded the motion. All ayes. Motion carried.



Parks and Recreation Director Heather Hemphill explained that there is a second phase to the Taylor Field project, and she has hoped to build an inclusive playground. An inclusive playground is different than an ADA-compliant playground. The inclusive playground allows all people, children and adults, to play together. Disabled parents can swing with their children, and siblings can play together regardless of disabilities. City Manager Bonnie Therrien added that she has worked with Boundless Playgrounds, and this type of playground is a great amenity. Ms. Hemphill announced that the Southport Lions Club has graciously offered an \$8,000 donation towards the startup money for an inclusive playground. Unlimited Play will assist with fundraising, planning, and park design. The whole community can get involved. The additional startup funding will come from the Parks and Recreation budget. Once more fundraising is done, all of the funds raised can be used as a match for a PART-F grant. ***Alderman Carroll motioned to accept the funding from the Lions Club and move forward with the Contract with Unlimited Play. Alderman Allen seconded the motion. All ayes. Motion carried .***

Director of Development Services, Travis Henley, addressed the Board of Aldermen about the Planning Board's review of the City's property near Sunny Point. The Planning Board recommended selling the property, totaling 440 acres, except for about thirty acres needed for a storm debris laydown yard. Alderman Davis, Alderman Carroll, and Mayor Pro tem Mosteller supported selling the property to the Wildlife Resource Commission, possibly just purchasing property elsewhere for the laydown yard. Alderman Allen said he didn't agree to work with one potential buyer, and reminded the Board that they have a fiduciary responsibility to the citizens of Southport. Alderman Alt suggested that the City lease it to another organization while the WRC is gathering funds to purchase the property. ***Alderman Davis restated her motion to accept the Planning Board's recommendation and authorize the City Manager to begin discussions with the WRC, with the option to retain property as needed. Alderman Lombardi seconded the motion. Aldermen Davis, Lombardi, and Carroll voted in favor. Aldermen Allen and Alt voted noes. The majority were in favor; the motion carried.***

Public Services Director Tom Stanley addressed the Board next. He stated he is requesting using the four (4) vacant part-time positions to make two (2) full-time positions. There is no slow or busy season anymore. The department is busy year-round. There is money in the budget to cover the cost for the remainder of the fiscal year, but an additional \$55,000 will be needed in next year's budget. ***Alderman Carroll made a motion to approve the transfer of four (4) part-time positions to two (2) full-time positions, as presented. Alderman Lombardi seconded the motion. All ayes. Motion carried.***

City Manager Therrien explained that the APS Officer, Kate Marshall, often has expenses after hours. Ms. Marshall has been paying for things out of her own money and then requesting a reimbursement. It would be best to increase the credit limit and issue a credit card for the APS department. ***Alderman Allen motioned to approve the request for a credit card for the Animal Protective Services department and apply for a credit increase if needed. Alderman Carroll seconded the motion. All ayes. Motion carried.*** Alderman Davis asked Ms. Marshall what she would likely use the card for, and Ms. Marshall said there are sometimes emergency vet visits or supplies.

Ms. Therrien asked the Board to decide which Law Firm they wanted to contract with to be the new City Attorney. The Board interviewed four different firms. All four had a lot of experience. ***Alderman Allen motioned to appoint the Brough Law Firm as the City***

MARCH 9, 2023

REGULAR MEETING MINUTES

Board of Aldermen Regular Meeting Minutes

March 9, 2023

223 E. Bay Street

Southport Community Building

6:00 p.m.

Present: Mayor Hatem, Mayor Pro tem Karen Mosteller, Aldermen Thomas Lombardi, Rich Alt, Lowe Davis, Robert Carroll, and John Allen

Staff Present:

Bonnie Therrien, Interim City Manager

Dorothy Dutton, City Clerk

Randy Jones, Communications/Tourism Director

ChyAnn Ketchum, Communications and Public Information Officer

Heather Hemphill, Parks and Recreation Director

Kate Marshall, Animal Control

Charles Drew, Fire Chief

Ralph Treadway, Battalion Chief

Todd Coring, Police Chief

Melanie Trexler, Finance Director

Tom Stanley, Public Services Director

Ellie Pittenger, Electrical Superintendent

Others Present: Attorney Brady Herman, several members of the Southport Lions Club, Will Hewett, Sue Hodgins, Renee Spencer with Star News Online, Eliot Duke with the State Port Pilot, and many other interested citizens attended.

Meetings are open to the public. Complete audio/video is available on the City's website or can be requested from the City Clerk's office.

A.)

Mayor Hatem called the meeting to order at 6:03 p.m. He welcomed everyone to the meeting.

B.)

Mayor Hatem announced that Reverend Lapp, of the First Presbyterian Church would provide the invocation.

special meeting field trip to the Yacht Basin before making any decisions. Ms. Dutton did role call to determine all those in favor. All ayes. Motion carried.

F.) Special Recognition



1. The Lions Club of Southport was founded in 1945. They have supported the City in many ways including donating the USO building, and when that building burned down, the Lions Club raised enough money to build the Community Building. They are pleased to present the City with a donation of \$8,735 for the Parks and Recreation Department. The donation will be used towards the planning and construction of an inclusive park. They handed a check to Heather Hemphill.

2. Police Chief Coring said he loves to praise the Police Department. He wanted to recognize the group of men and women who responded to a call back in December. There was a suspect with a weapon who was allegedly coming to do harm to someone in a local business. The Police Department did a great job locating the person before anything happened. Sgt. Moore was able to engage the suspect and diffuse the situation. Chief Coring presented all the officers with an award. Mayor Hatem thanked Chief Coring and all of the officers. He added that everyone sleeps better at night because of the job the Police Department does.

3. Mayor Hatem read a Proclamation for Women's History Month. He said he and the Board salute all the women in our lives, our community, our nation and the world. There was applause. Alderman Davis wanted to note that the City Manager and the Assistant City Manager are women.

G.) Approval of Consent Agenda

--Mayor Hatem summarized the items on the Consent Agenda.

1. Approval of Water Merger Grant Funding
2. Approval of Wastewater Merger Grant Funding
3. Adoption of Revised Regular Board Schedule
4. Board of Aldermen Regular Meeting Minutes February 12, 2023
5. Board of Aldermen Special Agenda Review Meeting Minutes February 7, 2023

Alderman Davis made a motion to approve the Consent Agenda. Alderman Lombardi seconded the motion. All ayes. Motion carried.

H.) Agenda

1. Ellie Pittenger, the Electrical Superintendent, addressed the Board with a request to have an electrical rate study completed. It has been several years since there was a study done. Mr. Pittenger passed out a handout to the Board members. The study would include residential and commercial customers. There is plenty of unrestricted fund balance. There is one company that is able to do the study. They will present the results during a Board meeting. The study will take between 3-6 months. The Board did not have any questions. ***Alderman Alt made a motion to authorize the electrical rate study. Mayor Pro-tem Mosteller seconded the motion. All ayes. Motion carried.***

2. Animal Protective Services Director Kate Marshall explained that she was asking the Board to approve the originally proposed language and definition of leash that was removed at the last meeting. A leash means having physical control over the dog. There were no questions. Alderman Allen made a motion to approve the amendment to Chapter 3 Animal Welfare, as presented. Mayor Pro-tem Mosteller seconded the motion. All ayes. Motion carried.

3. Heather Hemphill, Director of the Parks and Recreation Department, stated that Olsen Associates has requested the Board decide on which sections of the shoreline to include in the

Southport Recreation Advisory Committee
October 17, 2023 Meeting Minutes

Members present: Scott Jones, Chairman
 Warren Whitley
 Stephanie Jackson
 Roberta Doshier
 Emma Thomas

Staff present: Heather Hemphill, Parks and Recreation Director
 Michael McGhee, Parks Maintenance

Board Liaison: Lowe Davis
 Karen Mosteller

The meeting was called to order at 6:06pm. Chairman Scott asked if they accepted the minutes to the September meeting. Roberta motioned to accept the minutes and Warren 2nd. All in favor.

Old Business. Director Heather Hemphill discussed the City pier cross bracing project. She stated that the project was completed and the City would have divers to dive and inspect the underwater pilings. Scott stated that the DOT might inspect underwater if we asked. Michael confirmed that the State still does these kinds of inspections.

Director Heather Hemphill updated the committee about Bay Street. There was one adjacent property owner concerned about the impact the rip rap would have on his property. CAMA representatives and the City Engineer were meeting with him to discuss more in depth about the project. Scott asked who the property owner was. Hemphill stated Bill and Clay Fairley. Scott asked what they were requesting. Hemphill stated that they wanted the city to extend the rip rap onto their property. The city had discussed this at a previous meeting and decided to only fund the city owned portion of the project. Hemphill stated that this rip rap could be reused in the shoreline stabilization project and that this heavily eroded area could be made the top priority to start the project.

Director Hemphill updated the committee on the Kayak Launch project. She stated that the city engineers were working the Morning Star Marina to shift the easement with them down and away from the adjacent property owner. Scott asked who requested the restroom be attached to this project as it wasn't in the grant. Hemphill stated that the BOA had asked them about putting a restroom near the launch access, but after investigating this it was determined it would cost too much money at this time. Lowe commented that moving the easement turned out better for the city.

Director Hemphill updated the committee about the park ordinance changes. She stated that the changes included defining what overnight camping was and defining what public property was. Stated

that metal detecting was becoming a problem in parks and would need to be addressed in the future, especially concerning the Garrison lawn as it is prohibited by Federal regulations.

Director Hemphill told the committee that a standard for all park signs was coming soon. The BOA would be determining what those standards would be. It was slated to go to the board in December.

Roberta Asked if pathways would be re-established in Keziah Park for the Candy Cane event in December. Hemphill stated they would be.

Scott asked if Director Hemphill had met with the Friend of Franklin group. She stated that she and Tom Stanley, Public Works Director, had met with them. The friends presented them with their mission and ideas about how to rearrange events to, in their opinion, lessen the impact on trees and bushes in the park. Director Hemphill told the committee that the arborist was scheduled to visit the site in November and assess the condition it was in and how to enhance the natural environment. Scott stated that the condition of the park deteriorated when the maintenance was moved out from the Parks and Recreation Department. Every one agreed with that statement. Emma stated that Southport had had more bad storms in the past few years and that also played a factor. Scott stated that It needed be maintenance. If it was maintained better, the events would not be a factor.

Roberta asked about why the water was turned off at Kaziah Park. Michael stated that it was to replace a water line issue. Roberta also asked for the swing in front of the Fairley house on Bay Street be looked at.

Stephanie asked why Caviness has only one grill now and could it be replaced. Hemphill stated it could be and there was a new one in storage.

Director Hemphill stated that the renderings for the inclusive Playground were scheduled to be delivered October 31st and she would have them for the next meeting to discuss.

Warren motioned for the meeting to end and it was 2nd by Stephanie, Meeting adjourned at 7:25pm.



**Board of Aldermen
Special Meeting Minutes
Indian Trail Meeting Hall, 113 W. Moore St.
December 20, 2023
1:00 P.M.**

Present: Mayor Rich Alt, Mayor Pro Tem Rebecca Kelley, Aldermen Karen Mosteller, Robert Carroll, Lowe Davis, Marc Spencer and Frank Lai.

Staff Present: Bonnie Therrien, City Manager
Todd Coring, Police Chief
Bob Jarvis, City Engineer
Tom Zilinek, City Engineer
Tom Stanley, Public Services Director
Tanya Shannon, Deputy Clerk
Charles Drew, Fire Chief
ChyAnn Ketchum, Community Relations/PIO
Heather Hemphill, Parks & Rec. Director

- A. Mayor Alt called the meeting to order at 1:00 p.m.
- B. Reverend Alderman Lowe Davis led the Invocation.
- C. Alderman Spencer led the Pledge of Allegiance.
- D. Public Comment: None
- E. Alderman Lai Made a Motion to approve the Agenda, and second By Alderman Carroll. ***Unanimous Vote; Motion Carried.***
- F. **Approval of the Consent Agenda:**
 - 1. Minutes of the Regular Board of Aldermen Meeting November 3, 2023
 - 2. Minutes of the Closed Session Board of Aldermen Meeting November 3, 2023
 - 3. Minutes of the Regular Board of Aldermen Meeting November 9, 2023

Alderman Carroll made a Motion to approve the Consent Agenda seconded by Alderman Davis. ***Unanimous Vote; Motion Carried.***

G. Special Presentations:

- 1. **Introduction of the new Center for the Creative Arts Board** (formerly Up Your Arts). Mr. Mark Bashara introduced himself as the acting Chair of the Creative Arts Board. He said they have put some governing roles in place, and he is the point of contact if the City has any questions or concerns. He said in the coming months, they will be presenting some proposals and what can be done to work together to restore and preserve the Old City Hall/Courthouse, and his focus today was to introduce himself. Alderman Davis asked if Creative Arts would replace Up Your Arts, and Mr. Bashara said that Creative Arts is a separate entity.
- 2. **Boundless Playgrounds:** Parks and Rec. Director Hemphill presented the plan for the all-inclusive playground concept. She said it has been in planning for about 5-6 years. It is part of the PARTF grant and Phase 2 Taylor Field Project. The Boundless Playground removes any barrier based on abilities. The park will be named the "Taylor Field of Dreams" and is intended to capture the history of the maritime museum. The City has fronted \$2,000 to partner with Unlimited Play, which helps design and plan boundless playgrounds. Manager Therrien estimated the cost to be around \$750,000, but grants have already been applied, and donations from non-profits and surrounding communities typically show generous support. Alderman Mosteller asked where the park will be constructed, specifically at Taylor Field. Ms. Hemphill said it would be in the center of the park. Ms. Hemphill thanked the Board for considering "The Taylor Field of Dreams and its partnership with Unlimited Playgrounds."

H. Agenda

Southport Parks and Recreation Advisory Committee
February 20, 2024 Meeting Minutes

1. **Members Present:** Scott Jones, Warren Whitley, Roberta Doshier, Stephanie Jackson.
2. **Members Absent:** Emma Thomas
3. **Staff Present:** Heather Hemphill, Michael McGhee
- Board Liaison:** Lowe Davis

Scott Jones called the meeting to order at 6:05pm.

4. **Basketball Update:**
 - Regular season concluded; tournament next week.
 - Games played on Monday, Tuesday, and Thursday nights.
5. **Director's Report:**
 - Attended a January conference, gained insights and contacts.
 - Changes in park funding deadline (now May 1).
6. **American Rescue Plan Funding:**
 - Considering potential funds; seeking details.
7. **Project Updates:**
 - Kingsley's Peer construction ongoing.
 - Easement issues resolved for kayak launch.
 - Dredging funding application in progress.
8. **Roof Repairs and Hurricane Recovery:**
 - Acknowledged completion of roof repairs.
9. **Inclusive Playground Luncheon:**
 - Invitations sent to stakeholders; luncheon on the 29th.
10. **Miscellaneous:**
 - New roof installations in December.
 - Encouraged inquiries about potential funding opportunities.
11. **Invitations and Attendees:**
 - Invitations sent for an upcoming inclusive playground luncheon.
 - Inquired about the inclusion of Ginger Harper on the guest list.
12. **Event Details:**
 - Luncheon scheduled for the 29th.
 - Concept: Bring stakeholders to present the project comprehensively.
 - Invited Inclusive Playground Committee, city committees, department heads, mayor, banks, businesses, and real estate agencies.
13. **Guest Confirmations:**

- Mentioned invitations sent to Mike Easily, Raven, and Representative Rouser.
- Discussed potential federal funding for the project.

14. Project Cost and Funding:

- Project cost: \$750,000 with additional infrastructure expenses.
- Explored avenues for contributions and donations.
- Explained the process for donations through the city or the Unlimited Play website.

15. Future Playground Standards:

- Discussed the shift towards inclusive playgrounds becoming a standard.
- Highlighted the need for ADA compliance and potential challenges in defining inclusivity.

16. Comprehensive Community Approach:

- Discussed the broader community approach to making all playgrounds ADA compliant.
- Emphasized the importance of serving a diverse population.

17. Sponsorship and Donations:

- Explained the sponsorship fee and encouraged donations of varying amounts.
- Shared details about the sponsorship paper to be distributed at the luncheon.

18. Unlimited Play and Guest Speakers:

- Discussed the founders of Unlimited Play, Natalie and Julie.
- Mentioned their expertise and experience with intellectually and physically challenged children.
- Expressed excitement about their involvement in the project.

19. Event Logistics:

- Mentioned the dedication of a table for luncheon attendees.
- Encouraged active participation and engagement during the event.
- Shared the plan to distribute sponsorship papers during the luncheon.

20. Website Accessibility:

- Shared details on how to make donations through the Unlimited Play website.
- Discussed the ease of contributing online for those interested.

21. Final Details:

- Shared enthusiasm for the project and anticipated positive contributions from the community.
- Confirmed the date of the luncheon and expressed excitement about the upcoming event.

22. The meeting discussed a proposal from the Friends of the Far C regarding changes to ordinances related to events in Franklin Square Park. The proposal suggests allowing one event with 100 or fewer people and two events with 50 or fewer people per month. Concerns were raised about this proposal, and it was emphasized that federal funds were used in 1985 to fund the park, and any changes must comply with those regulations.
23. The discussion touched on the need for approval from the Recreation Advisory Committee and potential challenges in implementing the proposed changes. The issue of tree assessment and removal in the park was also discussed, involving considerations such as Bartlett's refusal to perform the work and the need for a Request for Proposal (RFP) to find a suitable contractor.
24. Further topics included the potential impact on events and markets held in the park, logistical details, and the necessity of addressing the tree removal issue promptly. The meeting concluded with a mention of a forthcoming board presentation by Ever Jones, a member of the Bartlett team, to discuss recommendations and associated costs. The need for a park maintenance initiative was highlighted throughout the discussion.
25. Additionally, there was mention of relocating events to Garrison Lawn, concerns about vendor arrangements, and the goal of maintaining a true farmers market. The meeting also referenced a liaison position related to a symposium explaining the structure of city government and its various departments and committees.

Meeting adjourned at 7:25 PM. Motion by Roberta Doshier and 2nd by Stephanie Jackson.

CITY OF SOUTHPORT ACTIVE CITY PROJECTS April 2024							FOLLOW UP/NOTES
	PROJECT NAME	STAFF MEMBER/S	CONSULTANT	MONEY ALLOCATED	SOURCE OF FUNDING	DEADLINE	
1	Shoreline Stabilization	Tom S., Heather, Bob and Bonnie	Olsen and Associates, Inc.	\$5 million	NCDFS/GRANT NCDPS/Grant	6/1/2026	Olsen Task 3 approved by BOA. \$5M project funding extended to 6/30/26. April update to BOA.
2	Pump Station Rehab	Bonnie, Tom S., Tom Z., Emily	WK Dickson Engineering	\$2.8 million	DEQ/Grant	2024	WK Dickson pump station and force main study phase has been completed. 6 pump stations studied, 3 are in need of improvements. Pump Station Improvements at Moore Street, and Park Avenue, and 8th Avenue are required. Design is underway. Bids expected Spring 2024. The City will bid the project. The County will award and assume responsibility for construction, post-merger.
3	sewer Replacement	Bonnie, Tom S., Tom Z., Emily	Wooten Engineering	\$10.5 million	County, using their state funds.	2024	Project will replace 16,000' of clay pipe sanitary sewer in downtown area. Sewer between Rhett St. & Clarendon St. from Bay to Owens will be replaced. Leonard Street pump station in process of design. 90% plans reviewed by City, comments provided to consultant. Funding and approval sign-offs expected April '24. A bid opening in May '24 is anticipated. The City will bid the project. The County will award and assume responsibility for construction, post-merger.
4	Merger Feasibility Study	Tom, Dorrie, Bonnie, Emily	Wooten Engineering	\$50,000 for water \$50,000 for sewer	NCDEQ	Fall 2023	Final sanitary sewer report received (8/28). Presentation made to BOA 9/14. Final draft Water Merger-Regionalization complete. BOA heard final report 10/12. Final Merger vote by BOA 1/10/2024.
5	Mulberry Branch Sewer Plant Expansion	Tom, Bonnie, Emily	City/Wooten Engineering	\$30 million loan was secured	\$30 million loan (City); State Revolving Fund	TBD-If awarded.	Construction underway.
6	Kayak Launch	Heather, Bonnie, Bob	Wooten Engineering	\$188,000	\$150,000 CAMA \$25,000 Marina donation City	8/15/2024	Staff proceeding with preparation of permitting and easement documents. BOA approved easement relocation. Coordinating with Momingstar as joint applicant. Completion deadline is 08/15/24. Anticipate groundbreaking- 4/27/24.
7	Taylor Field/Dog Park	Heather, Tom S., Tom Z.	McGill and Associates	\$421,277	PART-F Grant	2023	Construction is complete. Closeout documents received and final payment of construction retainage released.
8	2023 Capital Project Ordinance	City Staff	Varied	\$592,672 (remaining from original \$1,240) + \$1,037,014 (Uncumbered FY24 appropriation) \$1,619,686 Total Capital Projects Funds Remaining -\$131,463 (West Bar Street Erosion Mitigation) \$1,488,223 Remaining (6-10-23)	City of Southport	Ongoing	Several projects completed. Projects ongoing: Road repairs, Howe Street sidewalk (awaiting UG utility conversion), misc. stormwater projects Kingsley Pier - PROJECT COMPLETE Stabilization of West Bay Street - PROJECT COMPLETE .
9	Yacht Basin Dredging	Heather, Bob	T I Coastal- Jamie Pratt	\$41,300 (\$4.3k + \$7k + \$30k)	Parks and Rec., Admin. Contract Svcs. Capital Projects, Shallow Draft Inlet Fund	TBD	Basin Survey is complete. Applying for Shallow Draft Inlet funding grant. Design, permitting and USACE/DEQ coordination underway. Permit pre-app meeting held - No major issues. Project limits to include City Docks, per BOA.
10	Extrication Equipment	Chief Drew	None	\$90,505	State Grant	TBD	Chief Drew has secured funding. State funding granted. Equipment delivered and is in use.
11	FEMA Reimbursements	Lance, Dorrie, Heather	N/A	\$448,200-City dock; \$228,000-Kingsley	ARPA	TBD	Work at the City dock has been completed. Awaiting \$54,000 FEMA reimbursement from Mathew.
12	Sewer Infiltration/Inflow (I&I) Project	Emily, Tom S., Tom Z., Bonnie	WK Dickson Engineering	\$400,000	ARPA	Jun-24	Board awarded Contract on 8/10. Smoke testing, manhole inspection, CCTV pipe inspections complete. Study expected to be complete June '24.
13	Construction Find and Fix (FIF) Project	Emily, Tom S., Tom Z., Bonnie	W.K. Dickson Engineering	1.29m grant and 8M loan	NCDEQ-State Revolving Funds	TBD	Design contract awarded to W.K. Dickson. Design underway. Design completion awaiting final I/I report. Construction project to commence after I/I study has been completed. The City will bid the project. The County will award and assume responsibility for construction, post-merger.
14	Weather Tower	Former Mayor Halem, Bonnie		\$42,000 (to date)		TBD	New grant applied for. Site visit 5/14/24 from Grantor.
15	Lead Service Line Inventory	Tom S., Bonnie, Tom Z.	City Staff	-		Oct-24	EPA ordered inventory of all service line materials; from the main to meter, and from meter to house. Staff conducting water service inventory (in-house). State requirements received. Inventory due by October 2024. Information web page added to City website. This project will be turned over to County upon merger.
16	Lead Service Line Replacement	Tom S., Bonnie, Tom Z.	TBD			Jul-31	Construction project to replace lead services will commence after inventory has been completed and funding has been secured. This project will be turned over to County upon merger.
17	Police Department Feasibility Study	Major Burke, Chief Coring, Bonnie	Moseley Architects	\$25,000		TBD	Moseley Architects performing Study. Space needs assessment and conceptual options for the new PD are being reviewed. Staff comments provided to Moseley.
18	City Hall Feasibility Study	Dorrie, Bonnie	Moseley Architects	\$25,000		TBD	Moseley Architects performing Study. Space needs assessment and conceptual options for City Hall prepared. Staff comments provided to Moseley.
19	Inclusive Playground	Heather, Bonnie	Unlimited Play, Inc.	\$10,000 start-up fee	\$8000 donated from Lions Club; \$2000 from P&R	TBD	Presentations to local groups and businesses to solicit support completed. Grant opportunities being explored with our grant writer. Part F Grant due 5/1/24
20	Comprehensive Master Plan	Dorrie, Maureen	Stewart	\$100,000	General Fund	TBD	Existing condition analysis, review of existing comprehensive plan policies and implementing actions in final stages of completion. Stewart and staff holding stakeholder and Steering Committee meetings 3/14 - 3/15. Community survey online and available in late March. Community input workshops scheduled for 4/30/24.
21	City Buildings Survey	Tom S., Tom Z.	HICAPS	\$100,000/\$50,000 total	General Fund	TBD	Contract was awarded to HICAPS at the 10/5 BOA meeting. Inspection work completed. Final report presented to BOA 1/5.
22	Public Services – Dump Truck	Tom S.		\$140,000	Powell Bill/General Fund	TBD	Vehicle ordered. Expected delivery July '24.
23	Stormwater Mapping/Modeling	Tom Z.	W.K. Dickson Engineering	\$500,000	General Fund/Grant	Oct-23	Consultant contract awarded. Field survey and investigations complete. Goldenleaf funding has been approved. Report expected September 2024.
24	City Pier Cross Bracing	Heather, Bob J.	None (City Staff, Contractor)	\$87,000	General Fund	TBD	Construction of cross bracing repairs is complete. Project closed out. Underwater review of piers complete. Contractor reviewing cost for potential pier repairs.
25	Decking for the Community Bldg	Tom S.		\$60,000	General Fund	TBD	Project construction anticipated January 2025.
26	Parking Study	Dorrie	Walker Consulting	\$60,000	General Fund	TBD	Initial meetings with consultants and steering committee complete. Consultant reviewing/compiling information provided by City. Joint consultant meetings with stakeholders/steering committee - 3/14. Expect Phase 1 report by 5/17/24. Consulting speaking to Board 4/11/24. Community input 4/30/24.
	Gazabo Roofs	Heather, Tom S.		\$20,000	General Fund	TBD	Three proposed locations (2 at waterfront, 1 at riverwalk). Currently under construction. Expect completion by 2/1/24.

CITY OF SOUTHPORT ACTIVE CITY PROJECTS April 2024						
				COMPLETED	(FACILITY NO LONGER REQUIRED)	
28	Recreation Storage Shed	Heather				
29	Compensation and Pay Study	Patil, Bonnie	Evergreen Solutions	\$21,000	COMPLETE	Evergreen Solutions updated City Manager and HR Director on 12/20. Study provided to Board March '24 to discuss finalization during budget process.
30	Second Electrical Point of Delivery	Ellie, Tom S.		\$3,000,000		Property location/acquisition under review.
31	Overhead to Underground Electric Conversion	Ellie	BEMC	\$1,600,000		Ongoing, multi-year project to continue the relocation of overhead electrical lines to underground location. UIC conversion of various areas in city center is currently underway. Estimated completion by March '24. W. West Street follow. A total of \$150k allocated for 2-phase primary at W. Leonard. Vote to advance funding for next phase approved 4/1/24.
32	Utility Pole Replacement	Ellie	BEMC	\$60,000		This project will replace approximately 120 deteriorated utility poles with new poles in the City. Replacement work is ongoing.
33	Sectionalization/Mitigation	Ellie	BEMC	\$40,000		Fuses will be upgraded and reclosers installed. This will create smaller neighborhood networks within the electric system. Work is ongoing.
34	Electric Vehicle (EV) Charging Stations	Ellie		\$40,000		System purchase, ownership, rates, maintenance, and third-party involvement to be evaluated. Sites are being considered. Project grant application to begin in 2024.
35	Replace Water Meters	Tom S.		\$350,000		Recommended replacement of existing meters and appurtenances, and materials for new services. New meters now in stock. Replacing as needed.
36	SCADA System Upgrade and Security	Tom S.	TBD	\$140,000		On hold - pending upcoming Sewer/Water merger with the County.
37	Lift Station Generator Replacement	Tom S.		\$110,000		On hold - pending upcoming Sewer/Water merger with the County.
38	System Development Fee	Tom Z.	WithersRavenel	TBD	COMPLETE	Calculation of SDF, as required by State of NC every 5 years. Final report was presented to BOA. Public hearing held at 12/14 BOA meeting. Rates set at 12/20 BOA mtg.
39	Utility Rate Study	Tom Z.	WithersRavenel	TBD		Project initiated following completion of SDF study. Kickoff meeting held Nov. 27, 2023. Final study anticipated Mar. '24. No longer required - pending upcoming Sewer/Water merger with the County.
40	Body Worn and In-car camera system replacement	Chief Coring, Major Burke	Digital Ally	\$201,700	COMPLETE	Project involves complete replacement of aging in-car and body-worn cameras and storage system. Data storage will be transferred from server-based storage to cloud-based storage. Project is complete. The body cameras to go live 1/5. In-car installation and active use expected by 1/12.
41	Domestic Preparedness (DPR3) Camera Trailer	Chief Coring, Major Burke	TBD	\$42,000	COMPLETE	Grant for new camera trailer awarded. DPR3 Camera trailer received 1/5 and expected to be in use by 1/12.
42	Doshier Sidewalk	Maureen, Tom S.	Ron VanCleave, NCDOT	\$60,000		NCDOT will be designing and installing a section of sidewalk along Howe Street in the vicinity of Doshier Hospital. The City is funding a portion of the construction costs. Start date currently unknown.
43	Records Retention	Tanya, Dorie		\$25,000		The project to digitize City records began October, 2023. Anticipate digitization of approximately 1,316 documents to be completed by June. Project will improve record retention and standardize document location.
44	Franklin Sq. Park - Trees	Tom S.		\$50,000		RFP issued for tree removal/Proposals due April 5. Vote by BOA on 4/8/24.

DESIGNED BY
CUSTOM DESIGN STUDIO
OCTOBER 31, 2023



THIS CUSTOM PLAYGROUND IS DESIGNED TO MEET ASTM AND CPSC GUIDELINES
CUSTOM PRODUCT DESIGN IS CONCEPTUAL AND MAY CHANGE SLIGHTLY DUE TO MANUFACTURING.

DESIGNED FOR
AGES 2-12

SCALE: 1/16" = 1'0"

SURFACING: 11,069 sq ft



SITE DIMENSIONS TO BE VERIFIED BY THE FIELD AND REPRESENTATIVE

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER AND AROUND ALL PLAY SYSTEMS. TO PROMOTE SAFE AND PROPER EQUIPMENT USE BY CHILDREN, WE RECOMMEND THE INSTALLATION OF A SAFETY SIGN AT EACH PLAY SYSTEM'S MAIN ENTRY POINT(S) TO INFORM PARENTS AND SUPERVISORS OF THE AGE APPROPRIATENESS OF THE PLAY SYSTEM AND GENERAL RULES FOR SAFE PLAY. ONE DIMENSION TO BE VERIFIED OF THE HEIGHT AND THE

Page 97 of 173



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: May 6, 2024

DEPARTMENT: IT/Administration

PRESENTED BY: Dylan Warner, Katalyst, and Dorrie Dutton, Assistant City Manager

ITEM SPONSORED BY: Administration

ITEM/TOPIC: IT/Cyber Vulnerabilities

COST: \$45,000

BUDGET LINE ITEM: Contingency Fund/ Administration

JUSTIFICATION: As our new Information Technology (IT) Consultant, Katalyst has been diving deeper into the City's technology infrastructure, they have discovered that the City has a large vulnerability as there is no endpoint management. This means that there is no management of passwords or mandatory encryption. An employee could encrypt their data, and it would be completely unavailable forever. If someone lost their City laptop or other device and there was no password or encryption, all the data would be vulnerable. Additionally, without having a centralized management system and not requiring passwords or cloud backup, some data could be lost forever, and we are more at risk for ransomware, etc. The City has had the following poor practices:

- No ability to enforce uniform policies
- Using a common password scheme for all users
- All users are acting as the local administrator (can download any program or encrypt data)
- Shadow IT is pervasive (using a combination of City-funded programs and personal accounts with no regulation or consistency, and sharing accounts)

Some practices and policies can be put in place to help protect the City which are already being worked on through a subcommittee of staff headed by Patricia Fortuna, the Human Resources Director. The City would be better protected if there was an administrator to help maintain best practices, including configuring a local password policy, configuring OneDrive backup policies, and device encryption to protect City data.

This situation was brought to our attention, and the City Manager agreed that we need to make our system and data more secure as soon as possible. Katalyst is proposing we start using Microsoft Entra ID. The annual subscription is \$35,875.00, and the annual subscription with Intune is \$5,400.00. Workstation improvements may be required, but that is to be determined. The pricing may change once the full scope is determined. Several written end-user policies will also be created to ensure that staff members do not misuse their workstations and data.

City staff is proposing to use Contingency Funds from the Administration budget that were going to be used towards the job study results.

IMPACT IF NOT APPROVED: Our entire network and data are vulnerable to loss, attack, and misuse.

DEPARTMENT HEAD COMMENTS: This is one more step in ensuring that Southport has policies in place and is using best practices to keep our data secure.

CITY MANAGER COMMENTS: We were made aware of this issue after the 2024-25 proposed budget was put together and I feel we need to implement this immediately and not wait for the new fiscal year. With the amount of fraud taking place in today's world with Information Technology, it is imperative we fund something so that the City and our IT equipment is as secure as possible.

ATTACHMENTS:1) Presentation from Katalyst.

REQUESTED ACTION: Approve moving forward with the IT security recommendations and budget transfer.

PROPOSED MOTION: Motion to approve \$45,000 to come from the Administration's Contingency Fund so that the City of Southport can work with Katalyst to implement Microsoft Entra ID and Microsoft Intune ensure the security of data and information is as strong as possible.



Endpoint Management for City of Southport

Uniformity, Security, Reliability



Today's Agenda .

- Review current state of endpoint management and security
- Discuss proposed solution
- Establish next steps





These incidents targeted municipal and county governments, emergency services, education, public healthcare, and other critical infrastructure entities to successfully ransom several million U.S. dollars.

CISA Advisory
#StopRansomware: Phobos Ransomware
February 29, 2024





No State agency or local government entity shall submit payment or otherwise communicate with an entity that has engaged in a cybersecurity incident on an information technology system by encrypting data and then subsequently offering to decrypt that data in exchange for a ransom payment.

NC § 143-800



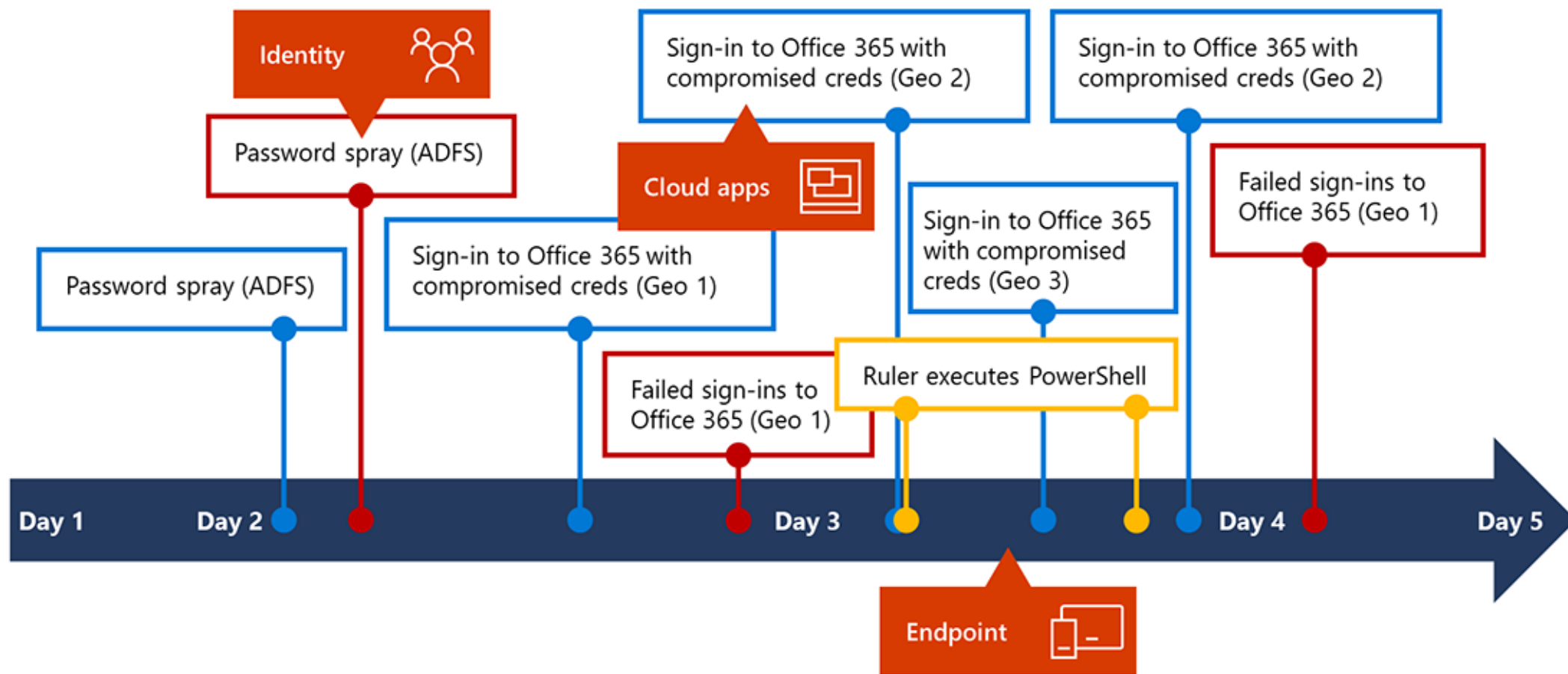
So what does this have to do with workstation management?

Current State

What problems are we trying to solve?

- ✓ No ability to enforce uniform policies
- ✓ Common password scheme
- ✓ Most (if not all) users are local administrators
- ✓ Shadow IT is pervasive





Users | Sign-in logs

Search

- All users
- Audit logs
- Sign-in logs
- Diagnose and solve problems

Manage

- Deleted users
- Password reset
- User settings
- Bulk operation results

Troubleshooting + Support

- New support request

Download Export Data Settings Troubleshoot Refresh Columns Got feedback?

Want to switch back to the default sign-ins experience? Click here to leave the preview.

Date : Last 7 days Show dates as : Local Status : Failure User contains maureen moore Add filters

User sign-ins (interactive)				User sign-ins (non-interactive)									
Date	↕	Request ID	↕	User	↕	Application	↕	Status	IP address	↕	Location	Conditional Acce...	Authentication r...
4/10/2024, 3:46:53 AM		2caeb718-e98e-415b-...		Maureen Moore		Microsoft Office		Failure	37.46.115.30		Beograd, Beograd, RS	Not Applied	Single-factor authenti...
4/6/2024, 1:46:26 PM		9e7f62cb-be56-411f-9...		Maureen Moore		Office 365 Exchange ...		Failure	45.130.86.4		Philadelphia, Pennsylv...	Not Applied	Single-factor authenti...
4/5/2024, 7:48:57 AM		1b3914d2-ca99-43c9-...		Maureen Moore		Office 365 Exchange ...		Failure	2603:1036:305:3836::5		San Antonio, Texas, US	Not Applied	Single-factor authenti...
4/4/2024, 10:13:15 AM		d244640d-ee2b-450b-...		Maureen Moore		Office 365 Exchange ...		Failure	94.156.8.45		Sofiya, Sofiya-Grad, BG	Not Applied	Single-factor authenti...
4/3/2024, 6:24:47 PM		b7f70c5c-193f-46e4-9...		Maureen Moore		Office 365 Exchange ...		Failure	41.143.89.176		Rabat, Rabat-Sale-Ke...	Not Applied	Single-factor authenti...

Identity and Device Management

What does it do, and why should we care?



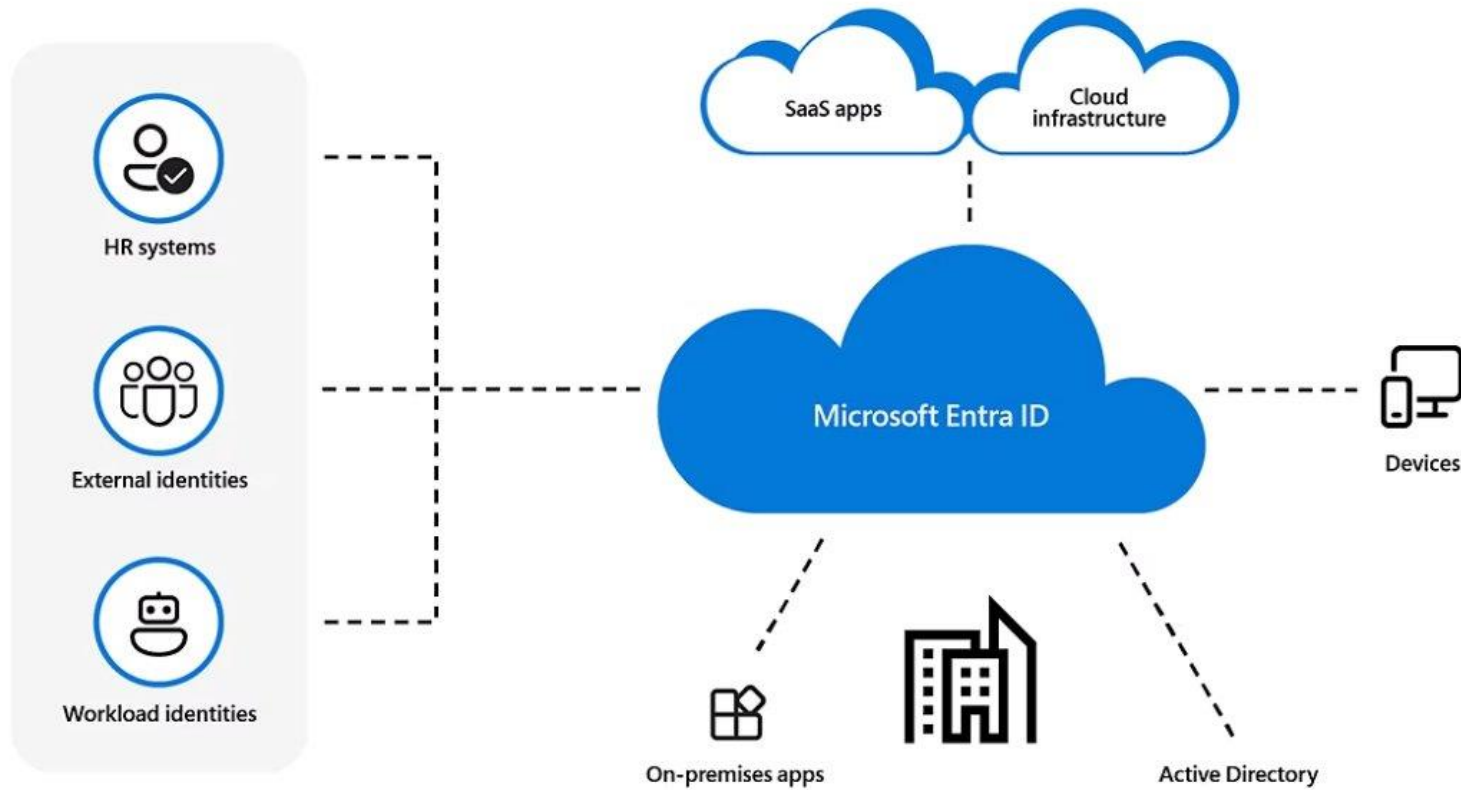
- ✓ Who am I?
- ✓ What neighborhood (group) do I live in?
- ✓ What are the rules?

Proposed Solution

Where do we go from here?



Microsoft Entra ID



Project Objectives

This is only a high-level overview. A detailed scope of work will be delivered following this presentation.

- ✓ Join all Southport-owned workstations to Entra ID
- ✓ Migrate user profiles to new Entra-joined identity
- ✓ Procure, configure, and deploy Intune
- ✓ Configure new local password policy for workstations
- ✓ Configure OneDrive backup policy for User home folders
- ✓ Configure BitLocker device encryption for all laptops



Pricing Summary

Professional Services	
One-time Investment	\$35,875.00

Annual Subscription	
Microsoft Intune for Government	\$5,400/yr

Costs To Be Determined	
Necessary Workstation Replacements and Upgrades	\$TBD

*Pricing subject to change as scope is modified prior to approval.

Future Considerations

These are objectives that are not in scope for this project but should be considered for future investment.

- ✓ Microsoft 365 Single Sign-On (SSO)
- ✓ Remove "Local Administrator" privileges from end users
- ✓ Endpoint and Microsoft 365 log aggregation and analysis
- ✓ Vulnerability Assessment



THANK YOU



KATALYST



BOARD OF ALDERMEN AGENDA ITEM SUMMARY

DATE: 4/25/24

DEPARTMENT: Mayor Alt

PRESENTED BY: Bonnie Therrien, City Manager; Tom Stanley, Director of Public Services; Tom Zilinek, City Engineer.

ITEM SPONSORED BY: Mayor Alt

ITEM/TOPIC: Update on Creek Lab Results – Cottage, Bonnets, and Prices Creeks

COST: Not applicable

BUDGET LINE ITEM: Not applicable

JUSTIFICATION: For some time now, readings have been taken by the Creek Watchers group and the City Staff on readings for contamination in the above-named creeks. The readings vary from test to test and we have had (as has the Creek Watchers) high numbers of e-coli in some parts of the waterways, but not on a consistent basis. Mr. Stanley and Mr. Zilinek have tried to research many avenues of what the source of the e-coli readings might possibly be but have found nothing conclusive.

Mr. Stanley, Mr. Zilinek, Mayor Alt and Alderman Mosteller have met with members of the Creek Watchers along with the lab company the City sends the water samples to, the State Department of Environmental Quality (DEQ) staff, and the County Health Department staff to see how we can best address this problem. Mayor Alt would like to have the creek areas with high readings posted with signage to alert people not to go into the water, or fish, etc.

On the three separate occasions we have met with the different professionals, not one agency has said they monitor creeks by law, have no suggestions for signage wording, and no way to tell us what is causing the high E coli. E coli can be caused by many different things, and not just human waste.

Attached you will find some answers to the citizens', Mayor's, and Alderman Mosteller's questions along with a cautionary warning about what words we have on signs. I have also spoken with a representative of our Insurance Company who cautions about placing signs because if we do that and someone challenges the wording, we need to make sure we have the conclusive reason of why we posted the signs. If we do not have a conclusive reason, then do not post them.

The other issue we have is the City does not own the property around the creeks, so we have no legal right to place signs on the property.

Mayor Alt would also like to have a written policy on when to post the signs, but so far, I cannot find a policy that anyone has in place. Boiling Spring Lakes posts their lakes but has no policy. Their signs say "Lake closed due to high bacteria. No swimming until further notice." We may want to erect "Creek closed due to high bacteria. No trespassing", to keep it general with no specifics. But the question becomes when we post it, as some times there are very low readings of e-coli and or the high readings vary with different parts of the waterways.

Mayor Alt would like to discuss this with the Board to develop next steps.

IMPACT IF NOT APPROVED: We will continue testing and try to find written policies other communities utilize for a situation like this and continue to locate the source of the high readings.

DEPARTMENT HEAD COMMENTS: Not applicable

CITY MANAGER COMMENTS: We will continue to monitor with lab tests working alongside the Creek Watchers citizens' group and look for the source of high e-coli readings

ATTACHMENTS: 1) Email from the County Health Director, David Howard, answering questions from the Mayor, Alderman, and staff on how and when they can assist with addressing this issue.
2) Latest readings from the lab company the City utilizes.

REQUESTED ACTION: Discussion only.

PROPOSED MOTION: Discussion only.

Dorothy Dutton

From: Bonnie Therrien
Sent: Tuesday, April 23, 2024 10:52 AM
To: Dorothy Dutton
Subject: FW: Wording for Signs - Creeks - Southport

Include this as an attachment to the Creek Lab Results agenda item.

From: David Howard <david.howard@brunswickcountync.gov>
Sent: Monday, March 4, 2024 3:44 PM
To: Bonnie Therrien <btherrien@cityofsouthport.com>
Cc: Danny Thornton <danny.thornton@brunswickcountync.gov>; John Nichols <John.Nichols@brunswickcountync.gov>; David Stanley <david.stanley@brunswickcountync.gov>; Bryan-Millush, Erin <erin.bryan-millush@deq.nc.gov>
Subject: RE: Wording for Signs - Creeks - Southport

Hi Bonnie, please see below information relative to our meeting, discussion, and items we wanted to get you information about.

- 1) Assuring there are no rules/regulations preventing or limiting your ability to test, monitor, and advise the public.
 - a. The City is not barred in any way from testing (either yourselves with staff or via contract) surface waters, and reporting results publicly.
- 2) Wording for any signage and/or other types of public communication. I plan to identify the language used by DEQ in the same/similar situations and share with you all.
 - a. Although DEQ was not able to provide specific language used in their signage (their language is tied to their particular testing protocols and rules), if you choose to post public notice specifically tied to test results at specific locations at specific times, we advise using careful language that communicates a possibility of illness, not a certainty. We also advise you contract with someone to design a testing and monitoring program, be prepared to dedicate staff time, materials, and resources to run and/or fund that program, and be prepared to respond to inquiries about the testing and public notices. I'll take this opportunity to advise a more general public communication and education program around the generally known circumstance that relatively stagnant coastal creeks, ponds and other surface waters are, at any given time, likely contaminated with some level of bacteria and other contaminants, and therefore basic precaution is advised at all times. Information that can be used and referenced from NC DHHS and CDC is linked here:
 - i. https://epi.dph.ncdhhs.gov/cd/diseases/rec_water.html
 - ii. https://www.cdc.gov/healthywater/observances/rwipw_2008/rwi.html
- 3) Related to the testing and wording for public information – information about what levels of bacteria levels trigger health risk and public information.
 - a. See information below from DEQ. Experts in this type of science, such Dr. Mallin at UNCW and colleagues, can best advise on any questions or interpretations of this information. These are, of course, the NC Administrative Code references for limits. While our staff are knowledgeable, we operate and work in slightly different ways with our septic, wells, swimming pools, food safety, and drinking water areas of focus.

Fecal Coliform limits: 15A NCAC 02B .0211 FRESH SURFACE WATER QUALITY STANDARDS FOR CLASS C WATERS

Fecal coliform: shall not exceed a geometric mean of 200/100ml (MF count) based upon at least five samples taken over a 30-day period, nor exceed 400/100ml in more than 20 percent of the samples examined during such period. Violations of this Item are expected during rainfall events and may be caused by uncontrollable nonpoint source pollution. All coliform concentrations shall be analyzed using the membrane filter technique. If high turbidity or other conditions would cause the membrane filter technique to produce inaccurate data, the most probable number (MPN) 5-tube multiple dilution method shall be used.

Enterococci limits: 15A NCAC 18A .3402 BACTERIOLOGICAL LIMITS FOR SWIMMING AREAS

a) *The enterococcus level in a Tier I swimming area shall not equal or exceed either:*

(1) a geometric mean of 35 enterococci per 100 milliliters of water; or

(2) a single sample of 104 enterococci per 100 milliliters of water.

(b) The enterococcus level in a Tier II swimming area shall not equal or exceed a single sample of 104 enterococci per 100 milliliters of water.

3) "Geometric mean" means the mean of "n" positive numbers obtained by taking the "nth" root of the product of the numbers with at least five samples collected within a 30-day period.

North Carolina does not currently have a regulatory standard for E.Coli. The 2012 EPA Recreational Water Quality Criteria recommends a STV (Statistical Threshold Value) of 410/100 mL CFU as a standard for freshwater.

- 4) Related to above, information about the various health risks from exposure.
 - a. [See above links – these pages at NC DHHS and CDC have a good deal of information on what kinds of illness may occur, and preventive measure to avoid risk.](#)
- 5) Finally, as our Utilities Dept was represented also at the meeting, we'll do what we can going forward to assist in identifying potential sources for the bacteria found, in particular the human indicators.
 - a. [Related to my above suggestion that it may be, for many reasons, best to provide more general public information even while conducting some testing, the prospect of tracking rises and falls of test results above and below the above referenced standards without daily testing and a great deal of work to post and take down postings is daunting. While public information about the realistic status of area waters and reasonable precautions can be helpful, and appreciated by the public, specific notices at testing sites may not be effective over time. Focusing on issues we may have some control over, such as possible sources of contamination we can impact and testing to see positive impacts may be more meaningful and beneficial.](#)

Finally, Erin shared that the planned kayak launch near the mouth of Cottage Creek will receive testing from DEQ. She and her colleagues are of course able to share details on what that will entail.

Best to you all,
David



David Howard | Local Health Director

Brunswick County Health Services

25 Courthouse Drive NE | Bldg A | PO Box 9 | Bolivia, NC 28422

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From: David Howard <david.howard@brunswickcountync.gov>
Sent: Friday, March 1, 2024 4:26 PM
To: btherrien@cityofsouthport.com
Subject: RE: Wording for Signs - Creeks - Southport

Hi Bonnie,

Update, I had hoped to have all this to you all by today, but it's been a very busy week, and I'm waiting for some confirmations and information from DEQ reps.

This is on my To Do list, and I know you all need some information to move forward with planning, so I'll get it to you asap!

Best,
David



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E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.

From: David Howard <david.howard@brunswickcountync.gov>
Sent: Tuesday, February 27, 2024 11:04 AM
To: Bonnie Therrien <btherrien@cityofsouthport.com>
Subject: RE: Wording for Signs - Creeks - Southport

Hi Bonnie, you're welcome!

Danny and I enjoyed meeting everyone and the good discussion.

I'm actually working on the items we're planning to help you with this week. Below are the topics we're working to help you with:

- 1) Assuring there are no rules/regulations preventing or limiting your ability to test, monitor, and advise the public.
- 2) Wording for any signage and/or other types of public communication. I plan to identify the language used by DEQ in the same/similar situations and share with you all.
- 3) Related to the testing and wording for public information – information about what levels of bacteria levels trigger health risk and public information.
- 4) Related to above, information about the various health risks from exposure.
- 5) Finally, as our Utilities Dept was represented also at the meeting, we'll do what we can going forward to assist in identifying potential sources for the bacteria found, in particular the human indicators.

Thanks so much, and we hope to get you info soon.

David



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From: Bonnie Therrien <btherrien@cityofsouthport.com>
Sent: Tuesday, February 27, 2024 10:37 AM
To: David Howard <david.howard@brunswickcountync.gov>
Subject: Wording for Signs - Creeks - Southport

CAUTION: This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thanks again David for coming to the City to discuss the creek lab results and what the County Health Department can and cannot assist us with. Has any wording for signs for us been established or any other suggestions you might have for us that came out of that meeting? Thanks for the update. Bonnie, City Manager

TESTING FOR OPTICAL BRIGHTENERS AND FECAL BACTERIA TO DETECT SEWAGE LEAKS IN TIDAL CREEKS

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Abstract: Three New Hanover County, North Carolina, tidal creeks were sampled for the presence of optical brighteners and fecal coliform bacteria. Optical brighteners, compounds added to nearly all modern laundry detergents, may indicate pollution from septic and sewer line leaks. When coupled with fecal bacteria sampling, testing for optical brighteners may strengthen identification of human fecal contamination. Samples were collected from Futch, Hewletts and Bradley Creeks during the months of September, October and November of 2007. Optical brighteners were analyzed using a fluorometer. Fecal bacteria were analyzed using a membrane filtration (mFC) method. Over the entire data set there was a significant relationship between optical brightener values and fecal coliform bacteria counts. The relationship was also significant for Hewletts and Bradley Creek when analyzed individually, but not for Futch Creek. Hewletts Creek suffered from several sewage spills in 2005 and 2006, and Bradley Creek in 2007. Futch Creek is influenced by septic systems and previous testing found local septic systems functioning properly. Thus, simultaneous testing for fecal bacteria and optical brighteners is a viable procedure for use in detecting human-sourced fecal bacteria in water bodies.

Key Words: Optical brightener; fecal coliform bacteria; tidal creeks; Southeastern North Carolina; water quality.

INTRODUCTION

Many tidal creeks in the southeastern United States are currently and in some cases rapidly becoming urbanized by housing, marinas, shopping malls, and golf courses (Van Dolah et al. 2008). An increase in human population in four coastal North Carolina counties between 1984 and 1997 has been correlated with an increase in shellfish bed closures caused by high fecal bacteria counts (Mallin et al. 2001). Unfortunately, development along tidal creeks often leads to degraded water quality along with increased human health risk (Mallin et al. 2000a; Holland et al. 2004; Van Dolah et al. 2008). Pathogenic enteric bacteria may be sourced from the excrement of humans or animals (Dadswell 1993) and contaminated water can cause human illness or death by means of direct contact or consumption of shellfish (USFDA 1995).

One indicator for estimating fecal pathogenic bacteria presence is the abundance of fecal coliform bacteria (Dadswell 1993; Ford and Colwell, 1996; Rees et al. 1998). The North Carolina Water Quality standard for fecal coliform counts is 200 CFU/100 mL (human contact waters) and 14 CFU/100 mL (shell fishing waters), with no more than 10% of the samples exceeding 43 CFU/100 mL (NCDEHNR 1996). One important source by which fecal coliform bacteria can enter tidal creeks and other coastal waters is stormwater runoff, which has been documented as a significant fecal pollution source in North and South Carolina (Mallin et al. 2000a; Holland et al. 2004).

Spills and Leaks from sewer lines and septic systems represent other pollution source(s) that can negatively affect microbiological water quality in tidal creeks. Spills and major leaks from sanitary sewer systems can be major human health issues and cause significant ecological damage (Mallin et al. 2007). Poorly-placed and/or poorly-functioning septic systems are also a major pollution problem in many areas, including southeastern North Carolina (Cahoon et al. 2006), the Outer Banks (Mallin et al. 2006) and the west coast of Florida (Lipp et al. 2001). Failing septic systems in New Hanover County, North Carolina may also be a pollution source to local water bodies as some 1,215 New Hanover county residents still use septic systems (personal correspondence, Catherine Timpy, New Hanover County Health Department). As development continues, additional measures for detecting fecal bacteria and sources in coastal waterways should be included to protect public health. Testing for optical brighteners may prove to be an inexpensive and effective way to locate and address sites of sewer line and septic systems leaks.

Optical brighteners, compounds added to laundry detergents, adsorb to clothing and form a light reflective layer creating the appearance of whiter whites and brighter colors. These compounds are excited by light in the near UV range (360–365 nm) and emit light in the blue range (400–440 nm). After light absorption, fluorescence is given off during the second excited state and can be measured by a fluorometer. Ninety seven percent

Table 1. Probable cause for combined fecal bacteria and optical brightener contamination. (modified from Hartel et al. 2007a).

Fecal bacteria	Optical brightener	Probable cause
High	High	Sewer pipe leak or failing septic system
High	Low	Other warm-blooded mammal source or human waste from another source or outhouse
Low	High	Gray water in storm water system
Low	Low	Background fluorescence of insignificant contamination

of all laundry detergents in the United States contain one or both of two types of fluorescent whitening agents; FWA-1 also called DAS1 or FB-28, or FWA-2 referred to as DSBP or Tinopal CBS-X. Both compounds have been determined as safe for primary consumers. Aside from laundry detergents, optical brighteners are also added to textiles, plastics, synthetic fibers and many kinds of paper. Other uses include medical, chemical and petroleum applications (Hagedorn et al. 2005a). Presence of optical brighteners and fecal coliform bacteria in a waterway may indicate an input of human origin since household plumbing systems combine wastewater from toilets and washing machines. Detection of both fecal coliform bacteria and optical brightener contamination suggests one of four scenarios (Table 1).

Outflow from wastewater treatment plants should contain neither optical brighteners nor fecal coliform bacteria; both are destroyed at the plant by disinfection procedures such as chlorination and UV light. Although it is generally known that optical brighteners biodegrade at a slow rate, studies conflict on their photo-decay rates. One study noted that optical brighteners photo-decay and biodegrade at relatively slow rates allowing them to be present in a waterway long enough to be detected (URS Corp. 2004). Alternatively, optical brighteners have displayed photo-decay in a matter of hours when exposed to UV light (Kramer et al. 1996). Although it was not the case in our sampling sites, detection of optical brighteners is possible even in areas without laundry facilities since certain soaps and almost all brands of toilet paper contain optical brighteners.

Currently there are several methods for detecting optical brighteners in waterways. The first involves placing cotton pads in waterways (typically smaller streams or creeks), and allowing them to adsorb optical brighteners for a period of time. After collection, pads are dried and exposed to UV light. They will fluoresce if optical brighteners are present. This method is both inexpensive and simple, yet yields low sensitivity (Sargent and Castonguay 1998). Another approach is high performance liquid chromatography; a method that offers an instrument of high sensitivity yet is

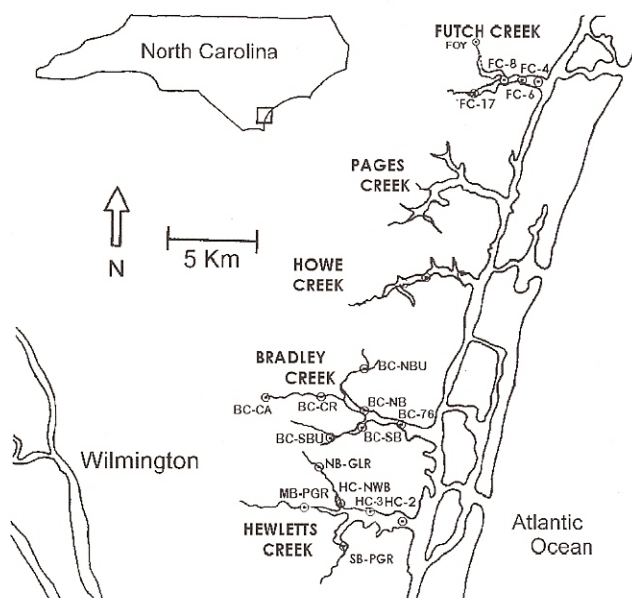


FIG. 1. Tidal creek system in New Hanover County, North Carolina, USA, showing sampling sites.

expensive and requires a trained technician (Shu and Ding 2005). The final approach is to use a fluorometer, an instrument that offers ease of use, moderate expense and high sensitivity (Hagedorn et al. 2005b).

SITE DESCRIPTIONS

Bradley Creek, Hewletts Creek, and Futch Creek are three tidal creeks which have been monitored since 1993 by researchers at UNC Wilmington's Aquatic Ecology Laboratory. Each of the three creeks has a salinity gradient between 35 ppt, where they meet the ICW, to fresh water 3–5 km upstream (Fig. 1). Primary marsh vegetation is black needlerush, *Juncus roemerianus*, in the oligohaline areas, and marsh cordgrass, *Spartina alterniflora*, in the mesohaline to polyhaline areas. The three creeks were chosen because of their watershed population and land use factors. Out of five tidal creeks in New Hanover County, the Bradley and Hewletts Creek watersheds are ranked first and second for population density, developed land and percentage of impervious cover, while Futch Creek is ranked fifth. Futch Creek drains into the ICW and is located on the New Hanover–Pender County line (Fig. 1). Six stations were sampled by boat during 2007 (Fig. 1; Table 2). The Bradley Creek watershed is the largest in the area and drains into the Atlantic Intracoastal Waterway (ICW). Six stations, including both fresh and brackish sites were sampled from shore for fecal coliform bacteria and optical brighteners during fall 2007 (Fig. 1; Table 3). Hewletts Creek drains into the ICW and consists of both tidal and freshwater sites. This watershed has the second

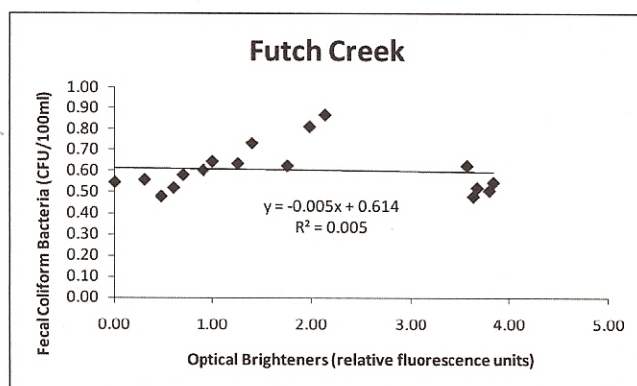


FIG. 2. Scatter plot displaying the non-significant relationship between optical brightener values and fecal coliform bacteria at Futch Creek.

highest human population, percent watershed developed area, and percent impervious surface coverage in New Hanover County (Mallin et al. 2000a); it also has frequent elevated fecal bacteria counts and algal blooms (Mallin et al. 2000a, 2004). Generally speaking, Futch Creek maintains good water quality when compared to other tidal creeks in the county (Mallin et al. 2000a, 2004). [See Fig. 2.]

METHODS

Methodology for detecting optical brighteners in New Hanover County tidal creeks was based on Hartel et al. (2007a,b). Optical brightener samples were collected monthly at or near high tide for three months. Bradley and Hewletts Creek were collected from shore, while Futch samples were taken by boat. Optical brightener samples were collected by filling Nalgene 125 mL

Table 2. Futch Creek fecal coliform (FC) and optical brightener (OB) data. FC as CFU/100 mL, OB as mean of three readings.

2007	Station	FC	OB as mean $\pm$ SD of three readings
9/13	Fc-4	7	3.0 $\pm$ 0.1
10/31	Fc-4	2	2.0 $\pm$ 0.0
11/16	Fc-4	3,800	3.2 $\pm$ 0.1
9/13	Fc-6	56	3.2 $\pm$ 0.1
10/31	Fc-6	3	2.3 $\pm$ 0.0
11/16	Fc-6	6,400	2.2 $\pm$ 0.1
9/13	Fc-8	17	3.3 $\pm$ 0.1
10/31	Fc-8	0	2.5 $\pm$ 0.1
11/16	Fc-8	4,800	2.3 $\pm$ 0.0
9/13	Fc-13	94	5.5 $\pm$ 0.0
10/31	Fc-13	1	2.6 $\pm$ 0.1
11/16	Fc-13	4,400	2.0 $\pm$ 0.0
9/13	Fc-17	135	6.4 $\pm$ 0.1
10/31	Fc-17	9	3.4 $\pm$ 0.0
9/13	FOY	24	4.4 $\pm$ 0.0
10/31	FOY	4	2.8 $\pm$ 0.0
11/16	FOY	7,000	2.5 $\pm$ 0.1

Table 3. Bradley Creek fecal coliform (FC) and optical brightener (OB) data. FC as CFU/100 mL, OB as a mean of three readings.

Date	Station	FC	OB as mean $\pm$ SK of three readings
9/21	BC-76	1	7.1 $\pm$ 0.1
10/16	BC-76	4	4.1 $\pm$ 0.1
11/27	BC-76	13	2.8 $\pm$ 0.1
9/21	BC-SB	43	27.0 $\pm$ 0.1
10/16	BC-SB	166	11.7 $\pm$ 0.1
11/27	BC-SB	58	13.1 $\pm$ 0.1
9/21	BC-NB	147	23.5 $\pm$ 0.1
10/16	BC-NB	5	4.9 $\pm$ 0.1
11/27	BC-NB	60	4.4 $\pm$ 0.1
9/21	BC-SBU	745	26.5 $\pm$ 0.5
11/27	BC-SBU	85	24.7 $\pm$ 0.6
9/21	BC-CR	360	12.6 $\pm$ 0.2
10/16	BC-CR	1,100	8.2 $\pm$ 0.2
11/27	BC-CR	48	11.0 $\pm$ 0.2
9/21	BC-NBU	180	23.9 $\pm$ 0.2
10/16	BC-NBU	70	17.3 $\pm$ 0.3
11/27	BC-NBU	169	21.3 $\pm$ 0.2

opaque collection bottles 10 cm below the surface midstream facing upstream. Bottles were acid washed and triple rinsed before sampling. Samples were refrigerated in the dark at 8°C and read within eight days. Water was tested for temperature, salinity, dissolved oxygen, conductivity, pH, and turbidity at each site using a YSI 6920 (YSI, Incorporated, Cincinnati, OH).

Fluorometry was performed with a laboratory fluorometer (Model 10-AU-000, Turner Designs, Sunnyvale, California). A kit was added to the fluorometer that included a lamp (10-049) emitting near UV light at 310–390 nm, a filter (10-069R) for the 300–400 nm light range, and finally a 436 nm filter was added to greater decrease background fluorescence (Hartel 2007a). A standard curve was created using 100 mg of Tide (Procter and Gamble, Cincinnati, Ohio) in one liter of deionized water. Another standard curve was created using 100 mg of Tide in one liter of ambient water from Bradley Creek. Tide is a commonly used laundry detergent known to contain optical brighteners. The fluorometric value of 100 was equal to 100 mg of Tide in both 1 L of deionized water and ambient water, when the fluorometer was adjusted to an 80% sensitivity scale. Finding the standard curve with ambient water indicated that fluorescence was from optical brighteners and not organic matter. Each sample was read in triplicate at room temperature after 10 sec to minimize degradation of optical brighteners by UV light (Hartel 2007b).

Fecal coliform samples were collected by filling pre-autoclaved containers ca. 10 cm below the surface, facing upstream. Samples were stored on ice and processed within six hours. Fecal coliform concentrations were determined using a membrane filtration (mFC) method (APHA 1995); samples were assayed

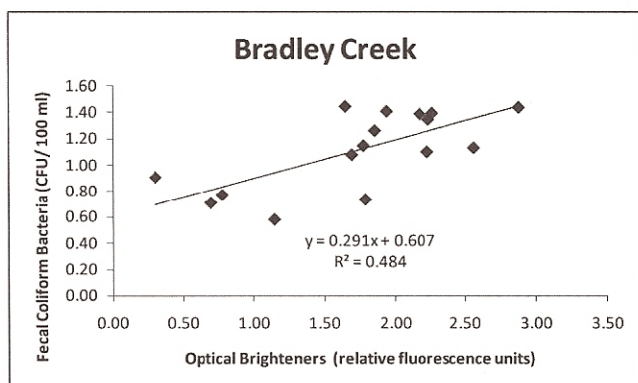


Fig. 3. Scatter plot displaying the positive relationship between optical brighteners and fecal coliform bacteria at Bradley Creek.

and read in triplicate. Fecal coliform and optical brightener sampling at Futch Creek during the month of November was performed by Coastal Planning and Engineering of North Carolina, Inc. All other sampling was performed by the Aquatic Ecology Lab at UNCW Center for Marine Science.

After all data were compiled, exploratory data analyses, including regression and correlation, were used and scatter plots were constructed to determine if significant relationships existed between optical brightener readings and fecal coliform bacteria counts. Data were normalized by log-transformation and statistically analyzed using JMP to determine if significant correlations existed between optical brighteners and fecal coliform bacteria. Data were analyzed as a whole and also by individual creek.

RESULTS

During the study fecal coliform counts at Futch Creek ranged between 1 and 7,000 CFU/ 100 ml, with the highest value recorded at uppermost station (FC-17). Fluorometric values ranged from 2.0–6.4 (Table 2). One possible explanation for the high fecal numbers in the month of November may be that the first recordable rain event (0.89 cm) in eighteen days occurred within 24 hr of sampling. Site FC-17 was no longer sampled under the current tidal creeks program and therefore no data are available for November. No significant correlation between fecal counts and optical brighteners was found in Futch Creek, ($r^2 = -0.073$ at a p-value of 0.8425. This number was not significant at a critical value of <0.05).

Fecal coliform counts from Bradley Creek ranged from 1–1,100 CFU/ 100 ml; fluourometric values ranged from 2.8–27 (Table 3). Station BC-SBU was not sampled during the month of October because of lack of water. The October fecal coliform count of 1,100 CFU/100 ml was considered an outlier and removed

Table 4. Hewletts Creek fecal coliform (FC) and optical brightener (OB) data. FC as CFU/100 mL, OB as mean of three readings.

Date	Station	FC	OB	Standard deviation
9/13	HC-2	2	2.3	0.1
10/15	HC-2	24	2.9	0.1
11/25	HC-2	4	1.8	0.1
9/13	HC-3	13	3.2	0.1
10/15	HC-3	4	3.5	0.1
11/25	HC-3	11	2.2	0.1
9/13	MB-PGR	1,115	25.7	0.5
10/15	MB-PGR	940	25.3	0.2
11/25	MB-PGR	145	20.1	0.2
9/13	NB-GLR	375	12.7	0.1
10/15	NB-GLR	45	7.6	0.1
11/25	NB-GLR	427	7.5	0.1
9/13	SB-PGR	105	9.0	0.1
10/15	SB-PGR	11	5.8	0.0
11/25	SB-PGR	169	6.2	0.1

from the data set when statistical analyses were performed. The Pearson's Product Moment analysis yielded a correlation coefficient $r = 0.696$ (p-value of 0.003), indicating a significant relationship between optical brightener numbers and fecal coliform bacteria at Bradley Creek (Fig. 3).

Hewlett's Creek fecal coliform counts ranged from 2–1,115 CFU/ 100 ml and fluourometric values ranged 1.8–25.7 (Table 4). The Pearson's Product Moment correlation coefficient (r) found a value of 0.884 (p-value of <0.0001), indicating a highly significant relationship between optical brightener values and fecal coliform bacteria at Hewletts Creek during time of our study (Fig. 4).

A correlation analysis of the entire data set yielded a Pearson Product Moment correlation coefficient of $r^2 = 0.324$ (p value of 0.0248) indicating that there was a significant correlation between overall optical brighteners and fecal coliform bacteria within the three combined creeks. A scatter plot and regression analysis

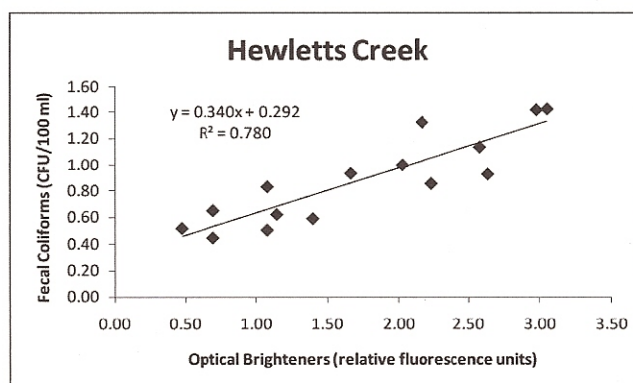


Fig. 4. Scatter plot displaying the positive relationship between optical brighteners and fecal coliform bacteria at Hewletts Creek.

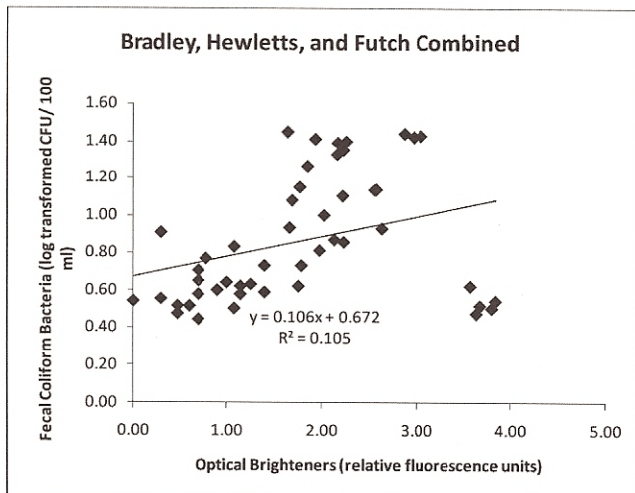


FIG. 5. Scatter plot of optical brightener values vs. fecal coliform bacteria when data from all three creeks were combined.

indicated a significant but weak relationship existed between the two parameters for the combined data sets (Fig. 5).

DISCUSSION

The strong correlations between fecal coliform abundance and optical brightener concentrations found at Hewletts Creek and Bradley Creek indicated that some of the fecal bacterial contamination in these creeks likely came from human wastewater in the form of sewage leaks or spills or septic system leakage. Hewletts Creek has suffered several sewage spills over the last three years. We note that the last publicized major spill was in November 2006, nine months before our investigation, but construction of the new line was ongoing during our sampling. Burkholder et al. (1997) and Mallin et al. (2007) indicated that fecal and enterococcus bacteria counts will persist in the sediments longer than formerly believed, while optical brighteners degrade slowly if not exposed to UV light (URS Co. 2004). It is possible that the optical brighteners detected at Hewletts Creek and Bradley Creek could be sourced from either past spills or current sewer line leaks.

Stormwater runoff is likely the principal source of fecal bacteria to Bradley Creek because of the high percentage of developed land and impervious cover in the watershed (Mallin et al. 2000a). In terms of fecal bacteria, Bradley Creek is considered one of the most polluted creeks in the county (Mallin et al. 2000a). It was first closed to shellfishing in 1947, and among the county's five tidal creeks, it contains the highest population, percentage of developed land, and percentage of impervious cover (Mallin et al. 2000a). A sewage spill occurred in the north branch of this creek near

Wrightsville Avenue in July 2007. A recent PCR-based study performed at the UNCW's Aquatic Ecology Lab indicated human sourced fecal bacteria in water samples taken at station BC-NBU in both July and August 2006, and at station BC-SB in June 2006 (Spivey et al. unpublished).

Fluorometric values found at Futch Creek were consistently low each month, with high fecal counts occurring only after a rain event. The data implied a low likelihood of human sourced fecal bacteria with past data supporting this theory. In an effort to reduce fecal coliform bacterial concentrations by increasing circulation from the ICW, two channels were dredged at the mouth of Futch Creek during 1995 and 1996. The results of this project included a significant increase in salinity in the creek and significantly lower fecal counts which allowed the lower creek to be reopened for shellfishing (Mallin et al. 2000b). The septic systems used by Futch Creek residents were examined concurrent with a study on the effects of dredging (Mallin et al. 2000b); no infrastructure problems were found. Fecal bacteria found in Futch Creek are most likely coming from the high population of wildlife that reside there.

Optical brighteners are not the only chemicals, synthetic or man-made that fluoresce. Other substances including organic matter, radiator flush, and a variety of substances from pulp and paper production also fluoresce (summarized in Hartel et al. 2007b). Measures taken to cut out background fluorescence from organic matter in the fluorometric process are described in the methods. It would be advisable for further experiments to elaborate on this process, searching for additional ways to decrease background fluorescence. Further improvement to the source investigation process should include a thorough investigation of the watershed in question, utilizing, if available, maps containing detailed and accurate information on septic system and sewer line locations. A further refinement could include collecting samples at low tide instead of high tide. Although it may make sampling more difficult (in the New Hanover tidal creeks boat passage is impossible at low tide), it will decrease dilution caused by tidal waters, making sources easier to locate. A further step, although currently expensive and time consuming, would be to test the fecal bacteria samples using one or more chemical, genotypic, or phenotypic methods and determine what kind of animal (human, bird, mammal, etc.) the bacteria was sourced from.

A significant relationship was not found between optical brightener values and fecal coliform bacteria counts at Futch Creek. However, significant positive correlations between these two parameters were identified at sewage-impacted Hewletts Creek and Bradley Creek. These experiments further elaborate the value of

using optical brighteners (Hagedorn et al. 2005a; Hartel et al. 2007a) as a tool in detecting human sources of fecal microbial pollution in waterways.

Acknowledgements: We thank Dr. Jeffery M. Hill, Graduate Program Coordinator of Environmental Studies at UNCW for advice and support. For field, laboratory and editorial assistance we thank Byron Toothman, Brad Rosov, Ned Durant and Kimberly Duernberger; for technical advice Dr. Peter Hartel and for funding, New Hanover County.

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Received 23 February 2008

Southport Bacteria Timeline

-Cape Fear River Watch "Creek Watcher" volunteer samples show elevated levels of e.coli and enterococcus from certain locations within town limits for multiple years.

(January 2022-Present)

-The Town of Southport hires Envirochem to do sampling alongside Creek Watchers and their samples show elevated levels of e.coli bacteria from certain areas as well.

(March 1st 2023)

-The Town of Southport collects DNA samples and sends them off to a lab for analysis. Results come back with certain locations having elevated levels of human copies.

(September 2023)

-The Town of Southport, CFRW, and a DNA lab representative have a meeting to discuss results. The representative from the lab acknowledges that there is significant human input at certain locations. The question then becomes is the DNA related to fecal matter or something else such as hair or skin.

(October 27th 2023)

-CFRW staff takes bacteria samples in addition to OB readings with a fluorometer. Two separate days of sampling both show elevated levels of bacteria and OB's from certain sites.

(November 16th and 29th 2023)

-The Town of Southport, CFRW, and DEQ have a meeting to discuss the results of all sampling. DEQ recommends we reach out to Dr. Mallin at UNCW for further investigation.

(January 19th 2024)

-Dr. Mike Mallin from UNCW looks at existing data and confirms suspicion of human waste in surface waters. He rules out the possibility of skin or hair. He is not able to take on more work at this point but makes recommendations for future sampling. He is also willing to look at results from sampling and offer his opinion.

(January 18th 2024)

-The Town of Southport, CFRW, Brunswick County Health Dept, and Brunswick County Public Utilities meet to discuss Dr. Mallins comments and the need to put up signage at Cottage Creek. A sampling plan will be implemented in order to dictate signage.

(February 20th 2024)



617 Surry Street • Wilmington, NC • 28401 • 910.762.5606 • www.CapeFearRiverWatch.org

To Whom It May Concern:

Cape Fear River Watch runs a citizen science program called CreekWatchers. As part of their duties volunteers collect 100mL water samples once a month that are dropped off at our in-office lab. We test brackish water samples for *Enterococci* and fresh water samples for *E.coli*. We use the IDEXX method that gives us a most probable number(mpn) result for bacteria. We adhere to the EPA's recommended limits for bacteria in recreational waters. Those are 104 mpn for *Enterococcus* and 235 mpn for *E.coli*.

Enterococcus and *E.coli* are groups of bacteria that contain many different strains. They are commonly found in the lower intestines of warm-blooded organisms. Some strains can cause adverse health effects such as gastroenteritis and urinary tract infections. Some common causes of elevated levels of bacteria in bodies of water are sewage leaks/spills, dog poop, plastic litter, and storm water runoff.

Since January 2020 multiple CreekWatchers have collected 112 samples in various locations around Southport. Out of those 112 samples 67(60%) failed to meet the EPA's recommended bacteria limits for recreational waters. I have listed all the sample locations and their individual results per location below. Thank you for your time and consideration.

Sincerely,

Rob Clark
Water Quality Programs Manager
Cape Fear River Watch

Southport Creek Watcher Results

January 2020

-Cottage Creek at 11th(33.930569, -78.027748): 282 mpn e.coli

March 2020

-Cottage Creek at 11th(33.930569, -78.027748): 111.2 mpn e.coli

June 2020

-Cottage Creek at 11th(33.930569, -78.027748): 393 mpn e.coli

July 2020

-Cottage Creek at 11th(33.930569, -78.027748): 1200 mpn e.coli

August 2020

-Cottage Creek at 11th(33.930569, -78.027748): 1600 mpn e.coli

-Cottage Creek at 9th(33.927222, -78.027222): 770.1 mpn e.coli

-Cottage Creek at 11th(33.930569, -78.027748): 10 mpn e.coli

-Cottage Creek at 9th(33.927222, -78.027222): 556 mpn e.coli

September 2020

-Cottage Creek at 9th(33.927222, -78.027222): 435.2 mpn e.coli

-Cottage Creek at 11th(33.930556, -78.027778): 37.3 mpn e.coli

-Cottage Creek at 9th(33.927222, -78.027222): 906 mpn e.coli

-Cottage Creek at 11th(33.930556, -78.027778): 135 mpn e.coli

October 2020

-Cottage Creek at 9th(33.927222, -78.027222): 496 mpn e.coli

-Cottage Creek at 11th(33.930556, -78.027778): 512 mpn e.coli

March 2021

-Cottage Creek at 9th(33.927222, -78.027222): 2,098 mpn e.coli

May 2021

-Cottage Creek at 11th(33.930569, -78.027748): 1,203.3 mpn e.coli

August 2021

-Cattail(33.922446, -78.031631): 386 mpn enterococci

-Cottage Creek at 11th(33.930569, -78.027748): 1,119.9 mpn e.coli

September 2021

-Cattail(33.922446, -78.031631): 96 mpn enterococci

-Cottage Creek at 11th(33.930569, -78.027748): 325.5 mpn e.coli

-Cottage Creek at 9th(33.927222, -78.027222): 488.4 mpn e.coli

October 2021

-Cattail(33.922446, -78.031631): 20 mpn enterococci

-Price Creek at Moore St(33.937137, -78.005228): 31 mpn enterococci

-Cottage Creek at 9th(33.927222, -78.027222): 365.4 mpn e.coli

November 2021

-Cottage Creek at 9th(33.927222, -78.027222): 1,413.6 mpn e.coli

-Cottage Creek US of Lift Station(33.927465, -78.027550): 410.6 mpn e.coli

-Cottage Creek DS of Lift Station(33.926926, -78.027419): 116.2 mpn e.coli

-Price Creek at Moore St(33.937137, -78.005228): 110 mpn enterococci

December 2021

-Price Creek at Moore St(33.937137, -78.005228): 426 mpn enterococci

January 2022

-Cattail(33.922446, -78.031631): 299 mpn enterococci

-Price Creek at Moore St(33.937137, -78.005228): 480 mpn enterococci

-Cottage Creek at 9th(33.927222, -78.027222): 770.1 mpn e.coli

February 2022

-Price Creek at Moore St(33.937137, -78.005228): 359 mpn enterococci

March 2022

- Price Creek at Moore St(33.937137, -78.005228): 860 mpn enterococci
- Bonnets Creek(33.921824, -78.012231): 512 mpn enterococci
- Cottage Creek at 9th(33.927222, -78.027222): 20.1 mpn e.coli

April 2022

- Cattail(33.922446, -78.031631): 305 mpn enterococci
- Price Creek at Moore St(33.937137, -78.005228): 350 mpn enterococci
- Bonnets Creek(33.921824, -78.012231): 913 mpn enterococci
- Cottage Creek at 9th(33.927222, -78.027222): 16.1 mpn e.coli

May 2022

- Cattail(33.922446, -78.031631): 97 mpn enterococci
- Price Creek at Moore St(33.937137, -78.005228): 521 mpn enterococci
- Bonnets Creek(33.921824, -78.012231): 96 mpn enterococci
- Cottage Creek at 11th(33.930569, -78.027748): 261.3 mpn e.coli
- Cottage Creek at 9th(33.927222, -78.027222): 139.6 mpn e.coli

June 2022

- Cattail(33.922446, -78.031631): 41 mpn enterococci
- Price Creek at Moore St(33.937137, -78.005228): 41 mpn enterococci
- Cottage Creek at 11th(33.930569, -78.027748): 629.4 mpn e.coli
- Cottage Creek at 9th(33.927222, -78.027222): 478.6 mpn e.coli
- Bonnets at Leonard(33.924166, -78.019202): 355 mpn e.coli

July 2022

- Cattail(33.922446, -78.031631): 2,382 mpn enterococci
- Price Creek at Moore St(33.937137, -78.005228): 620 mpn enterococci
- Cottage Creek at 11th(33.930569, -78.027748): 201.4 mpn e.coli
- Cottage Creek at 9th(33.927222, -78.027222): 461.1 mpn e.coli
- Bonnets at Leonard(33.924166, -78.019202): >2,419.6 mpn e.coli

August 2022

- Cattail(33.922446, -78.031631): 305 mpn enterococci
- Cottage Creek at 11th(33.930569, -78.027748): 201.4 mpn e.coli
- Cottage Creek at 9th(33.927222, -78.027222): >2,419.6 mpn e.coli
- Bonnets at Leonard(33.924166, -78.019202): 78.9 mpn e.coli
- Price Creek at Moore St(33.937137, -78.005228): 2,064 mpn enterococci

September 2022

- Cattail(33.922446, -78.031631): 0 mpn enterococci
- Cottage Creek at 11th(33.930569, -78.027748): 1,299.7 mpn e.coli
- Cottage Creek at 9th(33.927222, -78.027222): 816.4 mpn e.coli
- Bonnets at Leonard(33.924166, -78.019202): 70.3 mpn e.coli
- Price Creek at Moore St(33.937137, -78.005228): 0 mpn enterococci

October 2022

- Cattail(33.922446, -78.031631): 63 mpn enterococci
- Cottage Creek at 11th(33.930569, -78.027748): 228.2 mpn e.coli
- Cottage Creek at 9th(33.927222, -78.027222): 410.6 mpn e.coli
- Bonnets at Leonard(33.924166, -78.019202): 8.4 mpn e.coli
- Price Creek at Moore St(33.937137, -78.005228): 34 mpn enterococci

November 2022

- Cattail(33.922446, -78.031631): 3 mpn enterococci
- Cottage Creek at 11th(33.930569, -78.027748): 157.6 mpn e.coli
- Cottage Creek at 9th(33.927222, -78.027222): 727 mpn e.coli
- Bonnets at Leonard(33.924166, -78.019202): 35 mpn e.coli
- Price Creek at Moore St(33.937137, -78.005228): 84 mpn enterococci

December 2022

- Cattail(33.922446, -78.031631): 38 mpn enterococci
- Cottage Creek at 11th(33.930569, -78.027748): 770.1 mpn e.coli
- Cottage Creek at 9th(33.927222, -78.027222): 1986.3 mpn e.coli
- Bonnets at Leonard(33.924166, -78.019202): 24 mpn e.coli
- Price Creek at Moore St(33.937137, -78.005228): 74 mpn enterococci

January 2023

- Cattail(33.922446, -78.031631): 813 mpn enterococci
- Cottage Creek at 11th(33.930569, -78.027748): 980.4 mpn e.coli
- Cottage Creek at 9th(33.927222, -78.027222): 2419.6 mpn e.coli
- Bonnets at Leonard(33.924166, -78.019202): 275.5 mpn e.coli
- Price Creek at Moore St(33.937137, -78.005228): 1,043 mpn enterococci

February 2023

- Cattail(33.922446, -78.031631): 63 mpn enterococci
- Cottage Creek at 11th(33.930569, -78.027748): 115.3 mpn e.coli
- Cottage Creek at 9th(33.927222, -78.027222): 1299.7 mpn e.coli
- Bonnets at Leonard(33.924166, -78.019202): 59.1 mpn e.coli
- Price Creek at Moore St(33.937137, -78.005228): 41 mpn enterococci

March 2023

- Cattail(33.922446, -78.031631): 52 mpn enterococci
- Cottage Creek at 11th(33.930569, -78.027748): 325.5 mpn e.coli
- Cottage Creek at 9th(33.927222, -78.027222): 2419.6 mpn e.coli
- Bonnets at Leonard(33.924166, -78.019202): 282.2 mpn e.coli
- Price Creek at Moore St(33.937137, -78.005228): 754 mpn enterococci

April 2023

- Cattail(33.922446, -78.031631): Not Sampled
- Cottage Creek at 11th(33.930569, -78.027748): Not Sampled
- Cottage Creek at 9th(33.927222, -78.027222): Not Sampled
- Bonnets at Leonard(33.924166, -78.019202): Not Sampled
- Price Creek at Moore St(33.937137, -78.005228): 85 mpn enterococci

May 2023

- Cattail(33.922446, -78.031631): 148 mpn enterococci
- Cottage Creek at 11th(33.930569, -78.027748): 83.9 mpn e.coli
- Cottage Creek at 9th(33.927222, -78.027222): 524.7 mpn e.coli
- Bonnets at Leonard(33.924166, -78.019202): 78 mpn e.coli
- Price Creek at Moore St(33.937137, -78.005228): 318 mpn enterococci

June 2023

- Cattail(33.922446, -78.031631): Not Sampled
- Cottage Creek at 11th(33.930569, -78.027748): 107.6 mpn e.coli
- Cottage Creek at 9th(33.927222, -78.027222): 2419.6 mpn e.coli
- Bonnets at Leonard(33.924166, -78.019202): Not Sampled
- Price Creek at Moore St(33.937137, -78.005228): 345 mpn enterococci

July 2023

- Cattail(33.922446, -78.031631): Not Sampled
- Cottage Creek at 11th(33.930569, -78.027748): 178.9 mpn e.coli
- Cottage Creek at 9th(33.927222, -78.027222): 870.4 mpn e.coli
- Bonnets at Leonard(33.924166, -78.019202): 137.6 mpn e.coli
- Price Creek at Moore St(33.937137, -78.005228): 482 mpn enterococci

August 2023

- Cattail(33.922446, -78.031631): Not Sampled
- Cottage Creek at 11th(33.930569, -78.027748): 82 mpn e.coli
- Cottage Creek at 9th(33.927222, -78.027222): 1,046.2 mpn e.coli
- Bonnets at Leonard(33.924166, -78.019202): 15,531 mpn e.coli
- Price Creek at Moore St(33.937137, -78.005228): 132 mpn enterococci

September 2023

- Cattail(33.922446, -78.031631): Not Sampled
- Cottage Creek at 11th(33.930569, -78.027748): 579.4 mpn e.coli
- Cottage Creek at 9th(33.927222, -78.027222): 1,203.3 mpn e.coli
- Bonnets at Leonard(33.924166, -78.019202): 1,203.3 mpn e.coli
- Price Creek at Moore St(33.937137, -78.005228): 933 mpn enterococci

October 2023

- Cattail(33.922446, -78.031631): Not Sampled
- Cottage Creek at 11th(33.930569, -78.027748): >2,419.6 mpn e.coli
- Cottage Creek at 9th(33.927222, -78.027222): 920.8 mpn e.coli
- Bonnets at Leonard(33.924166, -78.019202): 193.6 mpn e.coli
- Price Creek at Moore St(33.937137, -78.005228): 20 mpn enterococci

Site Totals

-Cottage Creek at 11th St

- Pass: 12(41%)
- Fail: 17(59%)
- Total: 29 samples taken

-Cottage Creek at 9th St

- Pass: 4(17%)
- Fail: 19(83%)
- Total: 23 samples taken

-Cottage Creek at Cattail

- Pass: 10(59%)
- Fail: 7(41%)
- Total: 17 samples taken

-Price Creek at Moore St

- Pass: 9(36%)
- Fail: 16(64%)
- Total: 25 samples taken

-Bonnets at Leonards St

- Pass: 10(56%)
- Fail: 8(44%)
- Total: 18 samples taken

Levels Of Concern For Copies Detected

- Very Low: 0-50 copies detected
- Low: 50-100 copies detected
- Medium: 100-500 copies detected
- High: 500-1000 copies detected
- Very High: +1000 copies detected

1st Day Of Sampling

Locations

5VCH3DKN: Leonards St@Bonnetts Creek(incoming tide)
DC62N3BK: 9th St LS Downstream Culvert(outgoing tide)
F3LQSJCB: Leonard St@Bonnetts Creek(outgoing tide)
MIXMAKTK: W. 11th St(incoming tide)
QS81QR9P: Prices Creek@E. Moore St(incoming tide)
T47ELWAJ: 9th St LS(9th st LS downstream culvert)
WQ865IR4: W. 11th St(outgoing tide)
XTPTE8DL: Prices Creek@E. Moore St(outgoing tide)

Location Results

5VCH3DKN: Leonards St@Bonnetts Creek(incoming tide)
Bovine: 0
Dog: 67
E.coli: 13
Human: 493 *Medium Concern*
Poultry: 27
Sheep: 0
Swine: 179

DC62N3BK: 9th St LS Downstream Culvert(outgoing tide)
Bovine: 0
Dog: 22
E.coli: 2,263
Human: 15 *Very Low Concern*
Poultry: 0
Sheep: 0
Swine: 0

F3LQSJCB: Leonard St@Bonnets Creek(outgoing tide)

Bovine: 0

Dog: 28

E.coli: 26

Human: 292 *Medium Concern*

Poultry: 8

Sheep: 0

Swine: 21

MIXMAKTK: W. 11th St(incoming tide)

Bovine: 0

Dog: 34

E.coli: 24

Human: 173 *Medium Concern*

Poultry: 13

Sheep: 0

Swine: 0

QS81QR9P: Prices Creek@E. Moore St(incoming tide)

Bovine: 0

Dog: 40

E.coli: 397

Human: 143 *Medium Concern*

Poultry: 0

Sheep: 0

Swine: 31

T47ELWAJ: 9th St LS(9th st LS downstream culvert)

Bovine: 0

Dog: 19

E.coli: 4042

Human: 573 *High Concern*

Poultry: 182

Sheep: 0

Swine: 0

WQ865IR4: W. 11th St(outgoing tide)

Bovine: 0

Dog: 50

E.coli: 31

Human: 177 *Medium Concern*

Poultry: 11

Sheep: 0

Swine: 11

XTPTE8DL: Prices Creek@E. Moore St(outgoing tide)

Bovine: 0

Dog: 0

E.coli: 64

Human: 71 *Low Concern*

Poultry: 2

Sheep: 0

Swine: 0

2nd Day Of Sampling

Locations

3PMHGQKT: 9th@Cottage LS Side(1:22pm culvert side at LS)

5J2UFSQI: Bonnets Creek@Leonard(2:42pm swimming fish in sample site)

7UC3UF2P: Fishers Landing SF Retention Pond(3:02pm retention pond in forebay)

CK16DHZB: Rivermist Pond At Forebay(5:19pm first pond on the left at overflow grate)

CZT8XT7J: 9th@Cottage Across The Street(1:45pm 9th St Upstream side of culvert)

D35CUKGU: Prices Creek Upstream Culvert(2:22pm Prices Creek upstream side of culvert)

J8WN04DC: W. 11th@Cottage(1:21pm)

PKRD1BU2: ICW@kayak Launch(Mouth of kayak launch 3:44pm)

Location Results

3PMHGQKT: 9th@Cottage LS Side(1:22pm culvert side at LS)

Bovine: 0

Dog: 0

E.coli: 210

Human: 313 *Medium Concern*

Poultry: 24

Sheep: 0

Swine: 97

5J2UFSQI: Bonnets Creek@Leonard(2:42pm swimming fish in sample site)

Bovine: 0

Dog: 19

E.coli: 141

Human: 188 *Medium Concern*

Poultry: 0

Sheep: 0

Swine: 273

7UC3UF2P: Fishers Landing SF Retention Pond(3:02pm retention pond in forebay)

Bovine: 0

Dog: 0

E.coli: 0

Human: 23 ***Very Low Concern***

Poultry: 0

Sheep: 0

Swine: 273

CK16DHZB: Rivermist Pond At Forebay(5:19pm first pond on the left at overflow grate)

Bovine: 0

Dog: 0

E.coli: 0

Human: 49 ***Very Low Concern***

Poultry: 0

Sheep: 0

Swine: 0

CZT8XT7J: 9th@Cottage Across The Street(1:45pm 9th St Upstream side of culvert)

Bovine: 0

Dog: 5

E.coli: 369

Human: 904 ***High Concern***

Poultry: 29

Sheep: 0

Swine: 0

D35CUKGU: Prices Creek Upstream Culvert(2:22pm Prices Creek upstream side of culvert)

Bovine: 0

Dog: 31

E.coli: 9834

Human: .35 ***Very Low Concern***

Poultry: 0

Sheep: 0

Swine: 0

J8WN04DC: W. 11th@Cottage(1:21pm)

Bovine: 0

Dog: 0

E.coli: 35

Human: 72 ***Low Concern***

Poultry: 9

Sheep: 0

Swine: 156

PKRD1BU2: ICW@kayak Launch(Mouth of kayak launch 3:44pm)

Bovine: 0

Dog: 0

E.coli: 3436

Human: 30 *Very Low Concern*

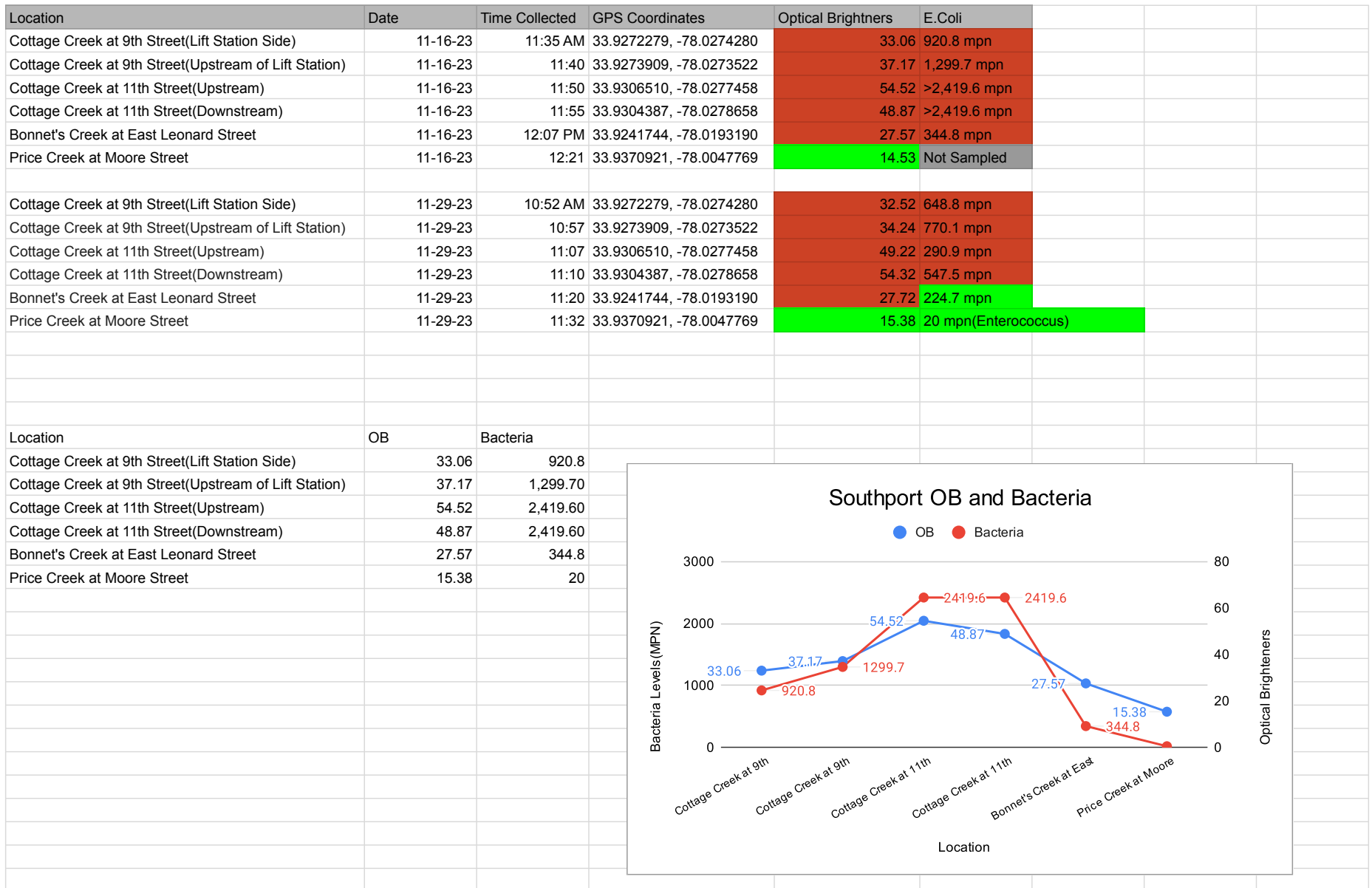
Poultry: 0

Sheep: 0

Swine: 0

Questions

1. We have multiple elevated levels of human DNA from the 9th St area. Does it seem like we are having an issue with human waste in the Cottage Creek at that location?
2. With DNA of other species being able to show up after being passed through the human body, can we attribute some of that DNA to human sources? Especially if there is no known input of that species upstream.
3. Does medium concern(100-500 copies) constitute a significant human input? Should we assume that locations with 100-500 copies of human DNA are being contaminated by sewage or septic?
4. Are there any other sources of human DNA in creeks other than sewage infrastructure or septic systems?





BOARD OF ALDERMEN AGENDA ITEM SUMMARY

DATE: 4/22/24

DEPARTMENT: Administration/Parks

PRESENTED BY: Bonnie Therrien, City Manager

ITEM SPONSORED BY: Administration and Parks and Recreation

ITEM/TOPIC: Money for the Cabling, Pruning, Root Collar Excavation – Franklin Square Park

COST: \$28,060

BUDGET LINE ITEM: # 10-03-4190-3502

(Public Services, Repair and Maintenance)

JUSTIFICATION: The last piece of work for this Fiscal Year that should take place in Franklin Square Park is the cabling, pruning of the remaining trees, and lightening protection, so that the remaining trees are in a state that you can move forward each fiscal year with setting aside funds to keep things in the Park healthy. The quote given to me to do that work from Bartlett Tree Experts is \$28,060. We have no money funded for this project, so if you wish to proceed with this, we will need to take this from the Contingency Fund in Administration. That money was set aside for the Job Study results and there is still \$170,000 left in that budget line item.

If awarded the bid, they could start work mid-May.

IMPACT IF NOT APPROVED: Cabling, lightening protection for the health of the remaining trees will not take place this fiscal year along with the treatment and pruning of all the healthy trees.

DEPARTMENT HEAD COMMENTS: Not applicable

CITY MANAGER COMMENTS: The recommendation to do this work was a part of the Final Report from Bartlett Tree Experts in the report given to the Board months ago. You can decide to do this work now or wait until the next fiscal year. I feel that this work should be done now so all the tree work has been completed for the benefit of our citizens and visitors.

ATTACHMENTS: 1) Bid Result
2) Excerpt from the final Bartlett Assessment Report

REQUESTED ACTION: Award the bid to Bartlett Tree Experts at a cost not to exceed \$28,060 and transfer funds from the Administration's Contingency Account to Account # 10-03-4190-3502, Repair and Maintenance, Public Services.

PROPOSED MOTION: Motion to approve the bid to Bartlett Tree Experts at a cost not to exceed \$28,060 and transfer funds from the Administration's Contingency Account to Account # 10-03-4190-3502, Repair and Maintenance, Public Services.



Client: 6410890

Printed on: 4/7/2024

City of Southport
Attn: Bonnie Therrien
1029 N Howe Street
Southport, NC 28461

Bartlett Tree Experts
Everett Jones - Representative
2725 Old Wrightsboro Rd
Unit 5C
Wilmington, NC 28405

Proposal For Tree Care Services

Franklin Square Park, 130 E West Street, Southport, NC 28461

NOTICE TO CLIENT:

Bartlett Tree Experts has entered this property for the specific purpose of writing this proposal, pursuant to the owner's request. Bartlett Tree Experts makes no warranties and accepts no responsibility regarding the potential risks involving any trees on this property. Bartlett Tree Experts recommends having a qualified arborist inspect your property periodically to assist you in identifying potential risks or hazardous conditions related to your trees and shrubs. THIS IS NOT AN INVOICE.

EXECUTIVE SUMMARY:

Group	Recommendation	Number of Trees	Amount
Pruning	Natural Pruning	1	\$16,900.00
	TOTAL FOR 'Pruning'	1	\$16,900.00
Supplemental Support	Supplemental Support	1	\$1,240.00
	Supplemental Support	1	\$240.00
	Supplemental Support	1	\$620.00
	Supplemental Support	1	\$620.00
	Supplemental Support	1	\$620.00
	Supplemental Support	1	\$620.00
	TOTAL FOR 'Supplemental Support'	6	\$3,960.00
LP	Lightning Protection	1	\$1,440.00
	Lightning Protection	1	\$1,440.00
	Lightning Protection	1	\$1,440.00
	Lightning Protection	1	\$1,440.00
	TOTAL FOR 'LP'	4	\$5,760.00
Root Collar Excavation	Root Collar/Surgery	2	\$1,440.00
	TOTAL FOR 'Root Collar Excavation'	2	\$1,440.00

Pruning: Tree and Shrub Work

Natural Pruning

Species	Location
Tree #: 35,36,37,39,40,41,42,43,44,45,46,50,34 Live Oak, <i>Quercus virginiana</i>	Specified Areas at or around Franklin Square Park

Goals:

- Reduce risk of branch stem and/or root failure
- Reduce weight of branch ends
- Provide appropriate clearance to structures, parking, & streets as needed
- Remove dead branches 3" Diameter and larger

Specifications:

- Reduce and/or remove dead, live, broken, over-extended branches as needed, to attain the stated goals
- Remove all debris

Total for "Tree and Shrub Work"

Amount: \$16,900.00

Supplemental Support: Tree and Shrub Work

Supplemental Support

Install 4 supplemental support cables in Tree #: 35 Live Oak located at the Specified Areas at or around Franklin Square Park to limit branch movement to reduce the risk of branch failure.

Supports require periodic inspection for evidence of fatigue and to verify functionality. Please contact your Bartlett Arborist to schedule the inspection each year.

Supplemental Support

Install 5 brace rods in Tree #: 35 Live Oak located at the Specified Areas at or around Franklin Square Park to provide supplemental support of split stem to reduce the risk of stem failure. Brace rods require periodic inspection for evidence of fatigue and to verify functionality. Please contact your Bartlett Arborist to schedule the inspection each year.

Brace rods consist of steel threaded rod that is inserted through holes drilled into stems or branches and fastened with nuts with washers.

Supplemental Support

Install 2 supplemental support cables in Tree #:43 Live Oak located at the Specified Areas at or around Franklin Square Park to limit branch movement to reduce the risk of branch failure.

Supports require periodic inspection for evidence of fatigue and to verify functionality. Please contact your Bartlett Arborist to schedule the inspection each year.

Supplemental Support

Install 2 supplemental support cables in Tree #: 44 Live Oak located at the Specified Areas at or around Franklin Square Park to limit branch movement to reduce the risk of branch failure.

Supports require periodic inspection for evidence of fatigue and to verify functionality. Please contact your Bartlett Arborist to schedule the inspection each year.

Supplemental Support

Install 2 supplemental support cables in Tree #: 45 Live Oak located at the Specified Areas at or around Franklin Square Park to limit branch movement to reduce the risk of branch failure.

Supports require periodic inspection for evidence of fatigue and to verify functionality. Please contact your Bartlett Arborist to schedule the inspection each year.

Supplemental Support

Install 2 supplemental support cables in Tree #: 46 Live Oak located at the Specified Areas at or around Franklin Square Park to limit branch movement to reduce the risk of branch failure.

Supports require periodic inspection for evidence of fatigue and to verify functionality. Please contact your Bartlett Arborist to schedule the inspection each year.

Total for 'Tree and Shrub Work'

Amount: \$3,960.00

LP: Tree and Shrub Work

Lightning Protection

Install lightning protection system on Tree #: 34 Live Oak located at the Specified Areas at or around Franklin Square Park to minimize the risk of damage from a future lightning strike. Lightning Protection Systems require periodic maintenance inspections. Please

contact your Bartlett Arborist to schedule the inspection each year.

Lightning Protection

Install lightning protection system on Tree #: 35 Live Oak located at the Specified Areas at or around Franklin Square Park to minimize the risk of damage from a future lightning strike. Lightning Protection Systems require periodic maintenance inspections. Please contact your Bartlett Arborist to schedule the inspection each year.

Lightning Protection

Install lightning protection system on Tree #: 37 Live Oak located at the Specified Areas at or around Franklin Square Park to minimize the risk of damage from a future lightning strike. Lightning Protection Systems require periodic maintenance inspections. Please contact your Bartlett Arborist to schedule the inspection each year.

Lightning Protection

Install lightning protection system on Tree #: 45 Live Oak located at the Specified Areas at or around Franklin Square Park to minimize the risk of damage from a future lightning strike. Lightning Protection Systems require periodic maintenance inspections. Please contact your Bartlett Arborist to schedule the inspection each year. A lightning protection system consists of a copper conductor that runs from an air terminal(s) (receptor) installed in the upper crown of the tree to a ground rod that is installed in the soil outside the critical root area. Lightning protection systems provide a path to the ground for the electrical current in a manner that minimizes the potential for tree damage and damage to trees and structures near the protected tree.

Total for 'Tree and Shrub Work'

Amount: \$5,760.00

Root Collar Excavation: Tree and Shrub Work

Root Collar/Surgery

Excavate turf and soil from the lower stem of the following property items:

- Tree #: 40 Live Oak located at the Specified Areas at or around Franklin Square Park
- Tree #: 41 Live Oak located at the Specified Areas at or around Franklin Square Park

to expose the root collar to reduce the risk of insect and disease infestations and to promote plant health.

- Excavation will be made using an Air-Spade™ and compressor.

Total for 'Tree and Shrub Work'

Amount: \$1,440.00

Total Amount: \$28,060.00

SCHEDULE OF WORK PROPOSED:

Once accepted and scheduled, Bartlett Tree Experts will coordinate all job planning and scheduling; equipment requirements, and work crew staffing and direction pertaining to safe, professional execution of the service or services offered.

Upon acceptance of this proposal, this work can be scheduled to take place during the week/weeks of 4/7/2024 and should be completed by 5/7/2024.

SCHEDULE OF PAYMENT:

Bartlett Tree Experts offers to perform the work specifications at the work location listed above at the following rates:

Owner agrees to pay a total price of: \$28,060.00

NOTICE OF RIGHT TO CANCEL:

You, the client, may cancel this transaction, without penalty or obligation, at any time prior to midnight of the third business day after the date of the acceptance of this proposal. To cancel your acceptance of this proposal within this time, you may notify Bartlett Tree Experts, in writing of your intent to do so, referencing the work location and project.

ADDITIONAL TERMS AND CONDITIONS:

After reviewing the terms and conditions attached, which become part of this agreement, please sign the enclosed copy and return in the enclosed envelope. In the event that the client should issue additional work authorization terms, if agreed upon, such terms will be incorporated into this agreement. In the event that such terms conflict with this agreement, then the terms of this agreement shall govern over any conflicting language. The original document should be retained for your reference. Should you have any questions or need further information, please contact me directly at <cell phone>.

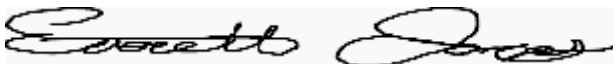
Client: 6410890

Printed on: 4/7/2024

OFFER:

Bartlett Tree Experts will perform the above referenced service in a safe, professional manner, in accordance with all laws, rules, regulations, and industry standards governing tree care.

Bartlett Representative Signature:



Date:

4/7/2024

Printed Name:

Everett Jones

AUTHORIZATION TO PROCEED:

I hereby authorize Bartlett Tree Experts to perform the above services. Unless otherwise agreed upon in writing by Bartlett Tree Experts, I agree to make total payment of the estimated costs and all authorized additional costs upon completion of the work.

Client's Signature:

Date:

Printed Name:

The F.A. Bartlett Tree Expert Company (“**Bartlett Tree Experts**”) provides tree-care and related services to commercial and government clients. The agreed upon “Work” has been expressed in a separate Client Agreement between Bartlett Tree Experts and the Client, and is identified within the portion of the Client Agreement communicating the Scope of Work, the Goals, the Specifications, the Schedule for the Work, and the Payment Terms. These general terms combine with the approved Client Agreement and form the complete agreement between the parties.

Article 1 TREE RISK

1.1 Tree Risk

- (a) The Client acknowledges that having trees on one’s property involves risk, including the risk that a tree or tree limb might fall. As part of the Work, Bartlett Tree Experts may recognize the risk posed by failure of trees within the scope of the Work and recommend to the Client ways to reduce that risk, but the Client acknowledges that Bartlett Tree Experts cannot detect all defects and other conditions that present the risk of tree failure and cannot predict how all trees will respond to future events and circumstances. Trees can fail unpredictably, even if no defects or other conditions are apparent. Bartlett Tree Experts will not be responsible for damages caused by subsequent failure of a tree, or tree part, within or around the scope of the Work due to defects or other preexisting structural or health conditions.
- (b) Unless the Work includes having Bartlett Tree Experts perform a tree risk assessment for designated trees, the Client acknowledges that in performing the Work Bartlett Tree Experts is not required to inspect and report to the Client on risks to, and risks posed by, trees on or near the Client’s property.
- (c) The Client also acknowledges that because trees are living organisms that change over time, the best protection against the risk associated with having trees on the Client’s property is for the Client to arrange to have them inspected by a qualified arborist annually and after each major weather event to identify any defects or other conditions that present the risk of tree failure. Then, once inspected, the Client should review any possible defects or conditions that present the risk of failure and request recommendations for, and implement, remedial actions to mitigate the risks.

Article 2 THE WORK

2.1 Ownership

The Client states that all trees and other vegetation within the scope of the Work are owned by the Client or that the owner has authorized the Client to include them within the scope of the Work.

2.2 Insurance

- (a) Bartlett Tree Experts states that it is insured for liability resulting from injury to persons or damage to property while performing the Work and that its employees are covered under workers’ compensation laws.
- (b) The scope of ongoing operations of the Work shall be defined as beginning when the performance on the site

begins and ending when the performance on the site concludes.

2.3 Compliance

- (a) Bartlett Tree Experts shall perform the Work competently and in compliance with the law and industry standards, including the American National Standards Institute’s A-300 Standards for tree care.
- (b) The Client is responsible for obtaining and paying for all required local permits.

2.4 Access over Roads, Driveways, and Walkways

- (a) The Client shall arrange for Bartlett Tree Experts’ representatives, vehicles, and equipment to have access during work hours to areas where the Work is to be performed. The Client shall keep roads, driveways, and walkways in those areas clear during work hours for the passage and parking of vehicles and equipment. Unless the Client Agreement states otherwise, Bartlett Tree Experts is not required to keep gates closed for animals or children.
- (b) The Client acknowledges that Bartlett Tree Experts is not responsible for damage to driveways, walkways, septic tanks, wells, underground irrigation, and other human-made surface or subsurface features caused by Bartlett Tree Experts trucks and equipment accessing, and being present in, areas where the Work is performed.

2.5 Access through a Dwelling or Building

If the Work requires access through the interior of the Client’s dwelling or the common interior areas of a multi residence or commercial building, the Client states that they have the authority to allow this access, or the owner has authorized the Client to allow this access in order for the Work to be completed as stated on the Client Agreement.

2.6 Concealed Features

- (a) The Client acknowledges that the Work could be delayed or made more expensive by the presence of features that are not apparent to Bartlett representatives (“**Concealed Features**”). Concealed Features could be above ground or underground and could be human-made (including irrigation systems, underground lighting, septic systems, pipes, oil tanks, utility lines, masonry, or concrete) or natural (including rocks and insect nests). The Client states that it has notified Bartlett Tree Experts of all Concealed Features that it is aware of in those areas where the Work is to be performed.
- (b) Bartlett Tree Experts will not be liable for damage to Concealed Features that the Client does not notify Bartlett of in writing.

General Terms Commercial

- (c) If Concealed Features prevent the Work from continuing, the Client agrees to pay Bartlett Tree Experts for the all portions of the Work completed up until the time the concealed features became apparent and delayed or prevented the Work from continuing. The Client also agrees that in the event that the Concealed Features prevent any further Work from proceeding, or significantly alter the costs of the remainder of the Work within the Agreement, then the remainder of the Agreement between the Client and Bartlett Tree Experts will be considered nullified, with neither party having any further obligations to the other, and a new written agreement will be formed prior to any further Work being performed.

2.7 Potential Harm to Animals

The Client acknowledges that pets and other animals might be harmed if they swallow tree debris, such as sawdust, leaves, or branches, created during performance of the Work. Bartlett Tree Experts cleans up sawdust and other debris it creates in working on a tree, but it is unrealistic to expect that it will dispose of every piece of sawdust or debris. The client is responsible for ensuring that pets and other animals are kept from any area where debris created during the Work is present until such time as exposure of any remaining debris to the elements has sufficiently reduced the risk of harm to animals.

2.8 Weather-Event Damage

The Client acknowledges that because remediating weather-event damage might result in further damage to a structure, property, or landscaping feature already damaged in that weather event regardless of the care taken, Bartlett Tree Experts will not be responsible for any such further damage to any structure, property or landscaping feature when remediating or removing trees or tree parts that have fallen on structures, patios, decks, fences, driveways, or hardscapes are part of the Work.

2.9 Cables, Braces and Tree-Support Systems

- (a) The Client acknowledges that cables, braces or tree support systems are intended to reduce the risk associated with tree part breakage by providing supplemental support to certain areas within trees and in some cases by limiting the movement of leaders, limbs, or entire trees, and are intended to mitigate the potential damage associated with tree part breakage; but that such supplemental support systems cannot eliminate the risk of breakage or failure to trees or tree parts entirely, and future breakage and damage is still possible.
- (b) The Client acknowledges that for cables, braces or tree-support systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.

2.10 Lightning Protection Systems

- (a) The Client acknowledges that lightning protection systems are intended to direct a portion of the electricity from a lightning strike down through the system into the ground, and mitigate the potential damage to the tree from a

lightning strike, but that such systems cannot prevent damage to structures, nor can such systems prevent damage to trees caused by lightning entirely.

- (b) The Client acknowledges that for lightning protection systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.

2.11 Recreational Features

- (a) The Client acknowledges that Bartlett Tree Experts recommends stopping the use of, and removing, any tree house, ropes course, swing, or other recreational feature attached to a tree. Regardless of the health or condition of the tree, such features might be unsuited for the intended use or might place unpredictable forces on the feature or the tree, resulting in failure of the feature or the tree and injury to persons or damage to property. Bartlett Tree Experts is not responsible for the consequences of use of any such feature.
- (b) The Client acknowledges that if a recommendation is made to mitigate an observed and immediate safety issue on a tree with any such device or feature attached, such as the removal of a dead, dying, or broken limb that could fall and injure a person or damage property, the Client should not infer that following the recommendation and mitigating the immediate safety issue makes the tree in question safe for the use of the attached device or feature.

2.12 Tree Removal and Pruning

- (a) The Client acknowledges that in removing or cutting down a tree as part of the Work, Bartlett Tree Experts will cut the tree approximately 12 inches from the ground. The Client understands that any remaining stump may present a tripping hazard, and the Client should mark the area if necessary. Removing or grinding stumps is not included as part of tree removal unless stated in the Client Agreement.
- (b) If pruning tree limbs or shrubs is part of the Work, Bartlett Tree Experts will develop specifications to help meet the present goals of the Client, in accordance with industry standards. Trees and shrubs will typically require follow up pruning at various intervals to maintain a Client's goals. Based on those goals; and the species, size, location, health, and growth pattern of the tree(s) or shrub(s) which are pruned, the Client should conduct routine monitoring of each tree or shrub and communicate the need for future pruning to a qualified arborist in order to maintain the established or desired plant form or objectives.

2.13 Trees Infested with Emerald Ash Borer

- (a) The Client acknowledges that Ash trees or other trees infested with emerald ash borer can become extremely brittle and dangerous within a short period of the infestation, and the conditions of such trees could adversely change between the time a proposal to work on such a tree was written, and the time that the work is scheduled for completion.
- (b) The Client understands that if any tree or trees infested with emerald ash borer have become too dangerous to access,

- climb, prune, or rig from without risking injury or damage to the Client's property, then that portion of the proposal will be considered nullified, with neither Bartlett Tree Experts nor the Client owing anything to the other for that portion of the Work, and a new proposal will need to be written and agreed upon before any work can proceed on any such infested tree.
- 2.14 Tree Care Maintenance or Recurring Programs**
- (a) If the Client Agreement is for ongoing tree care or landscape maintenance or for a recurring maintenance or plant health care program for trees, plants or turf areas, the Client acknowledges that the purpose of this type of agreement is to maintain tree, shrub, or turf health and beauty.
 - (b) The Client understands that any inspections that may be conducted during any such ongoing tree care, landscape maintenance, or recurring maintenance or plant health care type contracts are for the purpose of evaluating plant health, and determining any appropriate treatment recommendations according to the client's tree, shrub or turf health needs, and are not meant to be a safety inspections, or tree risk assessments.
 - (c) The Client also understands that in no way does Bartlett Tree Experts imply nor should the Client infer that Bartlett Tree Experts assumes the responsibility for inspecting, identifying, or correcting hazards or safety issues on or near the Client's property, or conducting tree risk assessments during the course of any of its ongoing tree care, landscape maintenance, or reoccurring maintenance contracts.
- 2.15 Stump Grinding**
- (a) If the Work includes stump-grinding services, the Client acknowledges that grinding will take place well below ground level, and the Client understands that the stump grinding area might present a tripping hazard, and the Client should mark the area if necessary until the Client removes the stump grinding debris and fills the stump grinding holes with soil to grade.
 - (b) Unless the Client Agreement states otherwise, Bartlett Tree Experts is not required to remove stump-grinding debris filling stump-grinding holes, or fill stump grinding holes to grade with soil.
 - (c) If tree grates or metal grates or other man made protective features existed prior to the stump removal, it is the Client's responsibility to ensure that the grates or manmade features are re-installed correctly after the stump removal and do not pose a tripping hazard.
- 2.16 Root Pruning**
- In the right circumstances, root pruning is a valuable and necessary service, but it might pose a risk to the health and structural integrity of trees. To limit that risk, Bartlett Tree Experts performs root pruning to industry standards, but the Client acknowledges that the health and structural integrity of trees within the scope of the Work might nevertheless be adversely affected by any root pruning performed as part of the Work. Bartlett Tree Experts shall assist the Client in understanding the risks involved before opting for root pruning, but the Client will be responsible for deciding to proceed with root pruning.
- 2.17 Tree Risk Assessments and Inventories**
- (a) If the Client Agreement is specifically for Bartlett Tree Experts to provide a level I, II, or III Tree Risk Assessment for any tree or group of trees to the Client in accordance with industry standards, the Client understands that any risk ratings and recommendations for mitigating such risks will be based on the observed defects, conditions, and factors at the time of the tree risk assessment or inventory,
 - (b) The Client acknowledges that any recommendations made to mitigate risk factors or manage tree populations will be made in accordance with industry best practices and standards, but that the decision to implement the recommended mitigation practices, remove the risk factors, or manage the trees rests solely with the client.
 - (c) The Client understands that all risk ratings used are intended to assist the Client with understanding the potential for tree or tree part failure, and are not meant to be used to declare any tree or tree part to be safe or free from any defect. As such, the Client should not infer that any tree or trees not having a condition class of poor or dead, or not showing a potential failure to be likely or imminent, are "safe" or will not fail in any manner.
 - (d) The Client understands that it is the Client's responsibility to ensure that the assessed tree or trees are continually inspected and reassessed periodically, or after any major weather event, in order to ensure that risk rating information or any other information is kept current, and to enter any changes to risk ratings or mitigation measures to the inventory or tracking system used by the Client.
- 2.18 Client Trees in Hazardous Condition**
- If the Client Agreement specifies that one or more trees within the scope of the Work are in hazardous condition, are high or moderate risk, or should be removed for safety reasons, the Client acknowledges that removing those trees would prevent future damage from trees or tree limbs falling. If the Client requests that one or more of those trees be pruned instead of removed, the Client acknowledges that although pruning might reduce the immediate risk of limbs falling, it does not preclude the possibility of future limb, stem, or root failure. Bartlett Tree Experts is not responsible for any such future failure.
- 2.19 Plant Health Care or Soil Care and Fertilization Treatments**
- (a) Bartlett Tree Experts states that plant health care and/or soil care and fertilization treatments will be conducted in accordance with industry standards for such services.
 - (b) The Client acknowledges that if the Client Agreement requires markers or notification signs to be left on the property, then the signs must be left in place for twenty-four hours or however long is stated on the Client Agreement, whichever is longer. At the end of the prescribed period, it

General Terms Commercial

- will be the Client's responsibility to remove and dispose of the signs.
- (c) Bartlett Tree Experts will provide the Client with copies of all pertinent product label or safety data sheet information upon request.
 - (d) The Client acknowledges that plant health care treatments are intended to mitigate pest levels to an acceptable degree, and are not intended to eradicate or eliminate any insect, disease, or other pest entirely.
 - (e) The Client acknowledges that soil care and fertilization treatments may not have the intended effect if drought conditions or lack of irrigation prevent the tree, shrub, or turf area from receiving adequate water throughout the growing season.
- 2.20 Schedule of Plant Health Care or Soil Care and Fertilization Treatments**
- (a) Bartlett Tree Experts will schedule all treatments for the appropriate period, given the type of plant, pest, infestation levels, weather patterns, the objectives, and other environmental considerations.
 - (b) If the Client has requested a specific date within that period for the Client's plant health care treatment, the date will be placed on the agreement. If Bartlett Tree Experts is unable to perform the services on the agreed upon date, due to weather conditions, or other unforeseeable delays, Bartlett Tree Experts will reschedule the treatment for a date agreeable to the Client.
 - (c) If weather conditions or other unforeseen conditions prevent or delay treatment during periods specified in the Client Agreement, and the Client has not requested a specific date, then Bartlett Tree Experts will automatically reschedule the treatments for the next most appropriate period and notify the Client.
- 2.21 Integrated Pest Management**
- (a) If the Work includes integrated pest management services, the Client understands that this service will involve plant health care treatments which will be tailored to meet the Client's needs for specific trees, shrubs, turf areas, or plants. In delivering this service, Bartlett Tree Experts will consider the Client's objectives, priorities, budgetary concerns, plant materials, site conditions, pest and disease infestation levels and the expectations of those levels, and timing issues.
 - (b) The Client acknowledges that this service may involve one or more inspections of specific plants to help determine insect and disease concerns, the sampling of specific plant materials or soil areas, an understanding of the cultural needs of certain plants, consideration of biological control concepts and limitations (natural and/or introduced predators), recommended improvements to physical site conditions, or the use of pesticide treatments. The integrated pest management service does not combine all possible controls and concepts for every tree, shrub, turf area, or plant, but rather it considers the most reasonable option or options for control of and mitigation of insect and
- disease damages to the specific trees, shrubs, turf areas or plants as designated by the Client to meet the Client's goals.
- (c) The Client also understands and acknowledges that during the course of an integrated pest management program, as inspections are taking place, and treatments or other services are being performed to certain trees or shrubs, not every tree or shrub inspected will require a specific treatment or other service, and in fact, some trees or shrubs may not require any specific treatment or other service throughout the course of a season to maintain health and vigor if the inspections show insignificant pest thresholds, and sound environmental and cultural conditions.
 - (d) The Client also understands that tree, shrub, plant and turf inspections conducted during the integrated pest management program are for the purpose of determining plant health issues and, insect and disease thresholds; and are not conducted for the purposes of determining tree, shrub, plant, or turf safety.
- 2.22 Trees in Poor Health or a Severe State of Decline**
- The Client acknowledges that if a tree is in poor health or in a severe state of decline, Bartlett Tree Experts cannot predict how that tree will respond to any recommended plant health care or soil care and fertilization treatment and might not be able to prevent that tree from getting worse or dying.
- 2.23 Fruit-Reduction Treatment**
- If fruit-reduction (including olive-reduction) treatment forms part of the Work, the Client acknowledges that although Bartlett Tree Experts will take steps to minimize the extent to which the pesticide used in this treatment comes into contact with plants under or near the treated trees or shrubs, it is likely that some contact will occur and might damage or kill understory plants. Bartlett Tree Experts will not be liable for any such damage.
- 2.24 Fruit Tree or Crop Treatment**
- If the Work includes plant health care treatments to mitigate pest damage to fruit trees or other crops, the Client will be responsible for instructing Bartlett Tree Experts which fruit trees or other crops to treat. The Client acknowledges that no such treatments can eliminate pests entirely and such treatments might not increase crop yield or value and might not prevent the plants in question from dying.
- 2.25 Tick, Mosquito, or Biting Fly Treatment**
- The Client acknowledges that if the Client Agreement specifies a treatment program to mitigate the presence of ticks, mosquitos, or biting flies, such treatment can only lower pest thresholds, and cannot eliminate the pests or prevent such pests from biting, stinging, or entering the treated area.
- 2.26 Termite or Wood Destroying Organism Treatment**
- (a) The Client acknowledges that if the Client Agreement specifies a treatment program to mitigate Formosan termites or any other wood destroying organism from any

General Terms Commercial

tree or trees, that the treatment cannot provide protection against any present or future damage to any structure or structures on the property, nor can it reverse any damage already caused to any such structure or structures on the property.

- (b) If Formosan termites or other wood destroying organisms are present on the property, Bartlett Tree Experts recommends that the Client has a qualified structural home inspector inspect the structure or structures for the presence of any termites or wood decaying organisms, as well as any damage, and provide the Client with an appropriate recommendation and report to treat, mitigate or repair the damage.

2.27 Plant Nursery Services

If the Work includes treatment to mitigate pest damage to nursery trees or plants, the Client will be responsible for instructing Bartlett Tree Experts which trees or plants to treat. The Client acknowledges that no such treatments can eliminate pests entirely and such treatments might not increase the value of nursery plants and might not prevent the trees or plants in question from dying.

2.28 Trees Planted and Maintained by Other Contractors

The Client acknowledges that if trees within the scope of the Work were recently planted or are being maintained by one or more other contractors or if one or more other contractors will be watering and providing services with respect to trees within the scope of the Work, how those trees respond to treatment in the course of the Work might be unpredictable, and Bartlett Tree Experts cannot be responsible for the health of such trees or plants.

2.29 Trees with Cones and Large Seed Pods

The Client acknowledges that large tree cones or seedpods on some trees can become dislodged and fall without notice, creating a hazard to persons or property. If the Client has the type of tree on their property that produces large, heavy cones or seedpods, and the Client does not wish to remove the tree, Bartlett Tree Experts recommends that the Client marks off and restricts the area under and near the tree from pedestrian and vehicle traffic whenever possible, places a warning sign near the tree, remains aware of the hazardous conditions the falling cones can create, and inspects the tree annually and removes any observable cones if possible in order to mitigate the potential for damage from falling cones.

2.30 Snow Removal

- (a) If snow removal forms part of the Work, the Client acknowledges that the condition of snow and ice on a roof or other structure will vary based on the rate at which snow accumulates, how it is distributed, and the weather it has been exposed to. In removing snow, Bartlett Tree Experts aims to reduce the weight of snow and ice, not remove it entirely. The Client acknowledges that in most cases, existing snow will only be removed down to within a few inches of the roof surface or the ice covering the roof surface, as the case may be, and that any remaining snow and ice might still cause damage.

- (b) Bartlett Tree Experts will not be responsible for damage done during snow removal as a result of Concealed Features that the Client does not notify Bartlett of.

- (c) The Client acknowledges that because removing snow from a structure or landscaping feature that has already been damaged might result in further damage regardless of the care taken by Bartlett Tree Experts, Bartlett will not be responsible for any further damage to a previously-damaged structure or landscaping feature from which Bartlett Tree Experts removes snow as part of the Work.

2.31 Installing Lights

If installing lights and other lighting equipment forms part of the Work, the Client is responsible for providing the lighting equipment and instructing Bartlett Tree Experts where to install it. Bartlett Tree Experts is not responsible for performance and safety of the lighting equipment. The Client is responsible for retaining a licensed electrician to inspect the lighting equipment to check that it is in working order, is safe, and complies with the relevant codes. Bartlett Tree Experts is not responsible for damage done during installation and removal of lighting equipment to any structures (including gutters, decking, and patios), landscaping features (including trees and plants).

2.32 Tarpaulins

The Client acknowledges that if as part of the Work Bartlett Tree Experts places a tarpaulin, or touches a tarpaulin, over a damaged structure, that might not prevent further damage to the structure and its contents, and the tarpaulin might not stay secure during subsequent weather events, even if it is competently secured. Bartlett Tree Experts is not responsible for damage to a structure and its contents that occurs after Bartlett Tree Experts places or adjusts a tarpaulin over the structure. The Client acknowledges that if a structure experiences damage that requires placement of a tarpaulin, the Client should promptly contact an appropriate roofing or water-restoration contractor to assess any damage and conduct any needed repairs.

2.33 Fire Damage

- (a) Regardless of the species, trees exposed to fire can suffer structural damage that goes beyond whatever external damage might be visible. Fire can cause cracking and brittleness in tree structure and integrity; it can make preexisting defects worse; it can make roots less stable; and it can weaken the overall health of the tree, making it susceptible to disease and pest infestations. The effects of fire damage are unpredictable and difficult to determine. Bartlett Tree Experts is not responsible for any injury to persons or damage to property resulting from services performed on fire-damaged trees as part of the Work.
- (b) The Client acknowledges that if trees and shrubs on the Client's property have been exposed to fire, the Client should have qualified arborist periodically inspect trees and shrubs on the property for fire damage.

General Terms Commercial

2.34 Cancellation

If the Client cancels or reduces the Work after the Work has started, the Client shall pay Bartlett for all the items of the Work that have been completed and all reasonable costs Bartlett has incurred in preparing to perform the remainder of the Work.

2.35 Payment

The Client shall pay for the Work when the Client receives Bartlett Tree Experts' invoice for the Work. If any amount remains unpaid 30 days after the date of the invoice or any period stated in the Client Agreement, whichever is longer, as a service charge the unpaid amount will accrue interest at the rate of 1.5% per month (or 18% per year) or the maximum rate permitted by law, whichever is lower. The Client shall reimburse Bartlett for any expenses (including attorneys' fees and court costs) it incurs in collecting amounts that the Client owes under the Client Agreement.

Article 3 DISPUTE RESOLUTION

3.1 Arbitration

- (a) As the exclusive means of initiating adversarial proceedings to resolve any dispute arising out of or related to the Client Agreement or Bartlett Tree Experts' performance of the Work, a party may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules, and each party hereby consents to any such dispute being so resolved. Any arbitration commenced in accordance with this section must be conducted by one arbitrator. Judgment on any award rendered in any such arbitration may be entered in any court having jurisdiction. The parties also agree that the issue of whether any such dispute is arbitrable will be decided by an arbitrator, not a court.
- (b) The arbitrator must not award punitive damages in excess of compensatory damages. Each party hereby waives any right to recover any such damages in any arbitration.

3.2 Limitation of Liability

The maximum liability of Bartlett for any losses incurred by the Client arising out of the Client Agreement or Bartlett's performance of the Work will be the amount paid by the Client for the Work, except in the case of negligence or intentional misconduct by Bartlett.

Article 4 MISCELLANEOUS

4.1 Client Responsibilities

- (a) The Client is responsible for the maintenance of the client's trees, shrubs, and turf and for all decisions as to whether or not to prune, remove, or conduct other types of tree work on each respective tree, or when to prune, remove, or conduct other tree work on any respective tree, and all

decisions related to the safety of each respective tree, shrub, and turf area.

- (b) Nothing in this Agreement creates an ongoing duty of care for Bartlett Tree Experts to provide safety maintenance or safety inspections in and around the client's property. It is the responsibility of the client to ensure the safety of its trees and landscape, and to take appropriate actions to prevent any future tree or tree part breakage or failures, or otherwise remove any hazardous conditions which may be present or may develop in the future.

4.2 Unrelated Court Proceedings

The Client acknowledges that Bartlett Tree Experts has prepared the Client Agreement solely to help the Client understand the scope of the Work and the related costs. If a court subpoenas Bartlett Tree Experts' records regarding, or requires that a Bartlett representative testify about, the Client Agreement or the Work in connection with any Proceeding to which Bartlett Tree Experts is not a party or in connection with which Bartlett Tree Experts has not agreed to provide expert testimony, the Client shall pay Bartlett Tree Experts Two Hundred dollars (\$200.00) per hour for time spent by Bartlett representatives in collecting and submitting documents for those Proceedings and attending depositions or testifying as part of those Proceedings.

4.3 Notices

For a notice or other communication under the Client Agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company (with all fees prepaid), or (3) by email. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

4.4 Amendment; Waiver

No amendment of the Client Agreement will be effective unless it is in writing and signed by the parties. No waiver under the Client Agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

4.5 Conflicting Terms

If these terms conflict with the rest of the Client Agreement, the rest of the Client Agreement will prevail. If these terms conflict with any other client documentation, terms, or purchase order agreement, then the Client Agreement and these terms will prevail.

4.6 Entire Agreement

The Client Agreement with these terms constitutes the entire understanding between the parties regarding Bartlett Tree Experts' performance of the Work and supersedes all other agreements, whether written or oral, between the parties.





naturally dying branches in that it starts at the tips and proceeds down into the crown. It is a symptom of a plant health issue adversely affecting the vascular system of the tree.

Live oaks are deciduous trees that rely on tension wood to keep their trunks vertical and their scaffold branches horizontal.

A majority of the live oaks had an unbalanced crown. Trees with an unbalanced crown will have significantly more foliage and branches growing to one side. This increases the stress on, and the likelihood of failure of the lower trunk and root system, especially in windy conditions and saturated soil.

A majority of the live oaks had co-dominant stems. Co-dominant stems are stems or large branches of a similar diameter that originate at the same point in a tree. Due to this competition, the tree cannot produce alternating layers of trunk wood and branch wood. The alternating layers give the trunk and branch unions their strength. Trees with co-dominant stems are structurally weaker than those with a single stem.

A lean of more than 7° off vertical, as live oaks #16 and #43 have, is considered a severe lean. A severe trunk lean increases the stress on, and the likelihood of failure of the lower trunk root system, especially in windy conditions and saturated soils.

All 22 trees had either cavities or indications of decay in their stems. Trees can survive and be structurally sound even with cavities and/or decay depending on their ability to resist the spread of decay. Live oaks resist the spread of decay very well in the trunk. The threshold for sound wood readings is 30% of the diameter of the trunk, ideally 15% on opposite side of the trunk. Live oaks #16 and #24 had readings below the sound wood thresholds for those levels. Live oaks #24 and #35 had vertical cracks in their trunks. These act in a similar way as cavities reducing structural stability.

Four of the live oaks had fungal conk on their stems or roots. The conks on live oak #5 were identified as *Inonotus hispidus* and *Fomitiporia dryophila*. These wood decay organisms are associated with white rot in trees. They break down the cellulose and lignin in the cells and leave soft, spongy, whitish colored tissue. Live oaks #3, #16, and #46 had remnants of conks that could not be identified.

Live oaks #39, #40, and #49 had restricted root zones for either asphalt parking lots and/or a raised bed. These restrictions reduce the available area for roots to spread out to provide support and nutrient/water uptake for the trees.

Live oak #15 had a stem girdling root. These roots compress the root collar and/or lower trunk. This reduces the translocation of water and nutrients from the roots through the trunk and branches to the leaves.

Risk Mitigation Options

Options to mitigate the risk associated with the live oaks are listed below. Please make sure the estimated overall residual risk rating is acceptable to you before deciding on a specific option.

- Option One:
I recommend removing live oaks #3, #24, and #25 entirely to remove the risk of root, root collar, trunk, crown, and branch failure. Grind the resulting stumps and back fill the

holes. There will be no residual risk for these three trunks, crowns, or branches, but there may be a tripping hazard with the remaining roots, stump, or grindings that you will need to address for all three trees.

I recommend the remaining 18 trees be pruned to remove dead branches 2 inches and larger in diameter, reduce the spread and weight of their crowns, and thinned so that winds easily move through their canopies, reducing the likelihood of branch, stem, or root failure. Completing the pruning would result in maintaining the low overall risk rating and reducing the likelihood of failure.

I recommend installing cables in the live oaks #35, #43, #44, #45, and #46 to provide support to co-dominant stems. Completing the installation of cables would aid in maintaining an overall risk rating and likelihood of failure.

I recommend installing lightning protection systems in live oak #5, #8, #16, #22, #35, #43, #44, #45, and #46 to reduce the likelihood of these trees being damaged by lightning strikes.

I recommend for the 18 live oaks not identified for removal implementing a soil management program based on soil testing to try and correct nutrient deficiencies and/or toxicities that may be detrimental to plant health.

- Option Two:
If you elect to not remove the trees, the risk of trunk failure will remain low for live oaks #3, #24, and #25. Pruning to reduce the relative size of the crown on each tree may result in an estimated residual risk of **low** for branch or crown failure. These four trees should have root collar excavations performed if they are to remain on site.
- Option Three:
If you elect to not remove the trees, or prune to remove dead branches and reduce the relative size of the crowns, the risk of trunk failure will remain *moderate* for live oak #8 and #45 and low for stem failure for the other 20 live oaks. Each tree's risk may increase in the future as a result of not performing mitigation.

For all live oaks that remain, I recommend an inspection interval of every 12 months and after major storm events.

All recommended work should be performed by qualified arborists and in accordance with industry accepted standards and best management practices set forth by the *American National Standards Institute* and the *International Society of Arboriculture*.

Limitations

Assignment

My ground based and aerial assessments of the designated tree on the Franklin Square Park were based on site visits on January 2, 3, 4, and 5, 2023. All photographs, samples, and readings, if applicable, were taken at the time the assessment was performed.

The assessment was limited to visible and accessible portions of the root collar and canopy.

Sonic Tomography

Sonic tomography devices can provide sophisticated results related to tree structure. This is



BOARD OF ALDERMEN AGENDA ITEM SUMMARY

DATE: 4/22/2024

DEPARTMENT: Public Safety and Finance

PRESENTED BY: Bonnie Therrien, Chief Drew and Chief Coring

ITEM SPONSORED BY: Administration, Fire and Police

ITEM/TOPIC: Water/Sewer Fund Balance Transfer to Fire and Police for Portable Radios

COST: \$900,000
Line Items

BUDGET LINE ITEM: From Water/Sewer Fund Balance to Appropriate

JUSTIFICATION: In the Capital Improvement Plan, there is a request for \$750,000 for the replacement of the Portable Radios for Fire and Police. This is a statewide mandated replacement program that says that all public safety radios must be replaced by 2025 or the radios will not operate correctly. The Fire Department needs \$600,000 and the Police \$150,000. The remainder of the funds will be used towards the funding of OPEB Benefit costs we must pay for the three employees going over to the County from Public Services.

I have already spoken with the County Manager and Finance Director who have agreed to this transfer as the last transfer they will authorize from the Water/Sewer Fund Balance.

IMPACT IF NOT APPROVED: Public Safety radios will not function in 2025.

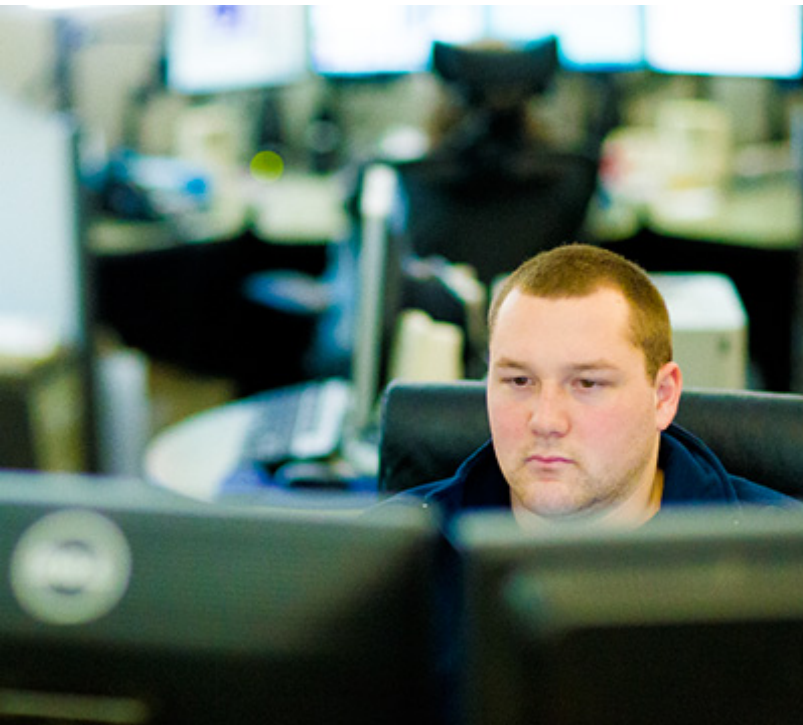
DEPARTMENT HEAD COMMENTS: Not applicable

CITY MANAGER COMMENTS: Because of the emergency nature of having these radios purchased in 2025, I am asking for a transfer from our Water and Sewer Fund Balance to pay for the full replacement of the radios and set aside funds for the OPEB Benefits for the three water/sewer employees going over to the County so we can pay out our benefits to them before they leave employment with us.

ATTACHMENTS: Quotes to purchase the radios

REQUESTED ACTION: Authorization to transfer \$900,000 to the appropriate accounts to purchase Public Safety radios and set aside funds to pay for benefits for the three employees moving over to the County.

PROPOSED MOTION: Motion to transfer \$900,000 to the appropriate accounts to purchase Public Safety radios and set aside funds to pay for benefits for the three employees moving over to the County.



SOUTHPORT, TOWN OF

04/02/2024

04/02/2024

SOUTHPORT, TOWN OF
201 E MOORE ST
SOUTHPORT, NC 28461

Dear Tony Burke,

Motorola Solutions is pleased to present SOUTHPORT, TOWN OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide SOUTHPORT, TOWN OF with the best products and services available in the communications industry. Please direct any questions to Mike Cavalluzzi at mikecavalluzzi@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Mike Cavalluzzi

Motorola Solutions Manufacturer's Representative

The Police Department is in need of (5) portables and (20) mobiles.

portable radios= $(\$5303.84 \times 5) = \$26,519.20$
mobile radios for cars= $(\$4285.83 \times 20) = \$85,716.60$
shoulder mics= $(\$106.92 \times 5) = \534.60
programming cost= $(\$641.25 \times 20) = \$12,825.00$

\$ 125,595.30 Total

Billing Address:
SOUTHPORT, TOWN OF
201 E MOORE ST
SOUTHPORT, NC 28461
US

Quote Date:04/02/2024
Expiration Date:06/01/2024
Quote Created By:
Mike Cavalluzzi
mikecavalluzzi@callmc.com

End Customer:
SOUTHPORT, TOWN OF
Tony Burke

Contract: 19144 - 725G NORTH
CAROLINA, STATE OF (NON-ARIBA
BASED POS)
Payment Terms:30 NET

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
	APX™ 4500 Enhanced				
1	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	1	\$4,285.83	\$4,285.83
1a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	1		
1b	GA00580AA	ADD: TDMA OPERATION	1		
1c	G628AC	ADD: REMOTE MOUNT CABLE 17 FT APX	1		
1d	G67DP	ADD: REMOTE NO CONTROL HEAD APXM	1		
1e	GA01606AA	ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED	1		
1f	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	1		
1g	GA01770AA	ENH: ENHANCEMENT LEVEL 1	1		
1h	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1		
1i	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ	1		
1j	G88AM	ADD: APX MOBILE NO CONTROL HEAD	1		
1k	W22BA	ADD: STD PALM MICROPHONE APX	1		



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
1l	QA09113AB	ADD: BASELINE RELEASE SW	1		
1m	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	1		
1n	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	1		
1o	W969BG	ENH: MULTIKEY OPERATION	1		
	APX™ Control Head/Mounting Kits/DEK BOX/Multiplexers				
2	H1930A	E5 CH	1	\$641.25	\$641.25
2a	G90AC	ADD: NO MICROPHONE NEEDED APX	1		
2b	GA01755AA	ADD: E5 REMOTE CHIB	1		
2c	G142AD	ADD: NO SPEAKER APX	1		
2d	GA01282AA	ADD: NO REMOTE TIB	1		
2e	GA01301AA	ADD: NO PWR CBL	1		
2f	GA00179AB	ADD: NO REMOTE CABLE NEEDED APX	1		
2g	GA01297AA	ADD: NO ACCESSORY CABLE	1		
	APX™ 6000 Series				
	APX6000				
3	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	1	\$5,303.84	\$5,303.84
3a	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	1		
3b	Q361AR	ADD: P25 9600 BAUD TRUNKING	1		
3c	Q58AL	ADD: 3Y ESSENTIAL SERVICE	1		
3d	QA00580AC	ADD: TDMA OPERATION	1		
3e	QA07577AA	ALT: BATT IMPRES 2 LIION TIA4950 IP68 3100T STD	1		
3f	H38BT	ADD: SMARTZONE OPERATION	1		
3g	QA09113AB	ADD: BASELINE RELEASE SW	1		
3h	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	1		



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
3i	H869BZ	ENH: MULTIKEY	1		
4	PMMN4099CL	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL	1	\$106.92	\$106.92
5	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	1	\$139.88	\$139.88

Grand Total **\$10,477.72(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



SOUTHPORT, FIRE DEPARTMENT

04/23/2024

04/23/2024

SOUTHPORT, FIRE DEPARTMENT
201 E MOORE ST
SOUTHPORT, NC 28461

Dear Ralph Treadway,

Motorola Solutions is pleased to present SOUTHPORT, FIRE DEPARTMENT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide SOUTHPORT, FIRE DEPARTMENT with the best products and services available in the communications industry. Please direct any questions to Mike Cavalluzzi at mikecavalluzzi@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Mike Cavalluzzi

Motorola Solutions Manufacturer's Representative

Billing Address:
SOUTHPORT, FIRE
DEPARTMENT
201 E MOORE ST
SOUTHPORT, NC 28461
US

Quote Date:04/23/2024
Expiration Date:06/21/2024
Quote Created By:
Mike Cavalluzzi
mikecavalluzzi@callmc.com

End Customer:
SOUTHPORT, FIRE DEPARTMENT
Ralph Treadway

Contract: 19144 - 725G NORTH
CAROLINA, STATE OF (NON-ARIBA
BASED POS)
Payment Terms:30 NET

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
	APX™ 4500 Enhanced				
1	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	6	\$4,646.71	\$27,880.26
1a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	6		
1b	W665BF	ADD: BASE STATION OP APX	6		
1c	G91AF	ADD: CNTRL STATION PWR SUPPLY	6		
1d	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	6		
1e	G66BF	ADD: DASH MOUNT O2 APXM	6		
1f	GA00580AA	ADD: TDMA OPERATION	6		
1g	QA02812AE	ADD: P25 9600 TRUNKING W/ INTEROPERABILITY	6		
1h	G142AD	ADD: NO SPEAKER APX	6		
1i	GA00804AA	ADD: APX O2 CH (GREY)	6		
1j	GA01770AA	ENH: ENHANCEMENT LEVEL 1	6		
1k	G89AC	ADD: NO RF ANTENNA NEEDED	6		
1l	G444AH	ADD: APX CONTROL HEAD SOFTWARE	6		



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
1m	W22BA	ADD: STD PALM MICROPHONE APX	6		
1n	QA09113AB	ADD: BASELINE RELEASE SW	6		
1o	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	6		
Product Services					
2	LSV00Q00203A	DEVICE INSTALLATION Replacing of APX Base Station. No antenna or coax is included in this quote.	6	\$120.00	\$720.00
APX™ 4500 Enhanced					
3	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	20	\$4,201.54	\$84,030.80
3a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	20		
3b	GA00580AA	ADD: TDMA OPERATION	20		
3c	G628AC	ADD: REMOTE MOUNT CABLE 17 FT APX	20		
3d	G67DP	ADD: REMOTE NO CONTROL HEAD APXM	20		
3e	QA02812AE	ADD: P25 9600 TRUNKING W/ INTEROPERABILITY	20		
3f	GA01606AA	ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED	20		
3g	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	20		
3h	GA01770AA	ENH: ENHANCEMENT LEVEL 1	20		
3i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	20		
3j	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ	20		
3k	G88AM	ADD: APX MOBILE NO CONTROL HEAD	20		
3l	W22BA	ADD: STD PALM MICROPHONE APX	20		
3m	QA09113AB	ADD: BASELINE RELEASE SW	20		



Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
3n	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	20		
	APX™ Control Head/Mounting Kits/DEK BOX/Multiplexers				
4	H1930A	E5 CH	20	\$607.05	\$12,141.00
4a	G90AC	ADD: NO MICROPHONE NEEDED APX	20		
4b	GA01755AA	ADD: E5 REMOTE CHIB	20		
4c	G142AD	ADD: NO SPEAKER APX	20		
4d	GA01282AA	ADD: NO REMOTE TIB	20		
4e	GA01301AA	ADD: NO PWR CBL	20		
4f	GA00179AB	ADD: NO REMOTE CABLE NEEDED APX	20		
4g	GA01297AA	ADD: NO ACCESSORY CABLE	20		
	APX™ Control Head/Mounting Kits/DEK BOX/Multiplexers				
5	H1930A	E5 CH	13	\$737.69	\$9,589.97
5a	GA01755AA	ADD: E5 REMOTE CHIB	13		
5b	G831AD	ADD: SPKR 15W WATER RESISTANT	13		
5c	GA01282AA	ADD: NO REMOTE TIB	13		
5d	G892AB	ENH:HAND MIC,GCAI WTR RESISTANT APX	13		
5e	GA01301AA	ADD: NO PWR CBL	13		
5f	G609AC	ADD: REMOTE MOUNT CABLE 50 FT APX	13		
5g	GA01297AA	ADD: NO ACCESSORY CABLE	13		
	Product Services				
6	LSV00Q00203A	DEVICE INSTALLATION Remote APX 4500 Installation	7	\$288.00	\$2,016.00
	Product Services				
7	LSV00Q00203A	DEVICE INSTALLATION Dual Head APX 4500 Installation	13	\$480.00	\$6,240.00



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Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000 XE			
8	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	63	\$5,306.65	\$334,318.95
8a	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	63		
8b	Q361AR	ADD: P25 9600 BAUD TRUNKING	63		
8c	QA02006AA	ENH: APX6000XE RUGGED RADIO	63		
8d	Q58AL	ADD: 3Y ESSENTIAL SERVICE	63		
8e	QA00580AC	ADD: TDMA OPERATION	63		
8f	H38BT	ADD: SMARTZONE OPERATION	63		
8g	QA09113AB	ADD: BASELINE RELEASE SW	63		
8h	QA01427AB	ALT: IMPACT GREEN HOUSING	63		
8i	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	63		
12	PMMN4154A	XVE500 DIV 1 REMOTE SPEAKER MIC, HIGH IMPACT GREEN WITH KNOB, UL	63	\$531.08	\$33,458.04
	Product Services				
13	LSV00Q00202A	DEVICE PROGRAMMING	89	\$47.04	\$4,186.56

Grand Total **\$514,581.58(USD)**

Optional Items:

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
9	NNTN7624C	CHARGER,CHR IMP VEH EXT NA/EU KIT	1	\$361.93	\$361.93
10	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	1	\$132.42	\$132.42
11	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	1	\$1,210.69	\$1,210.69

Optional Items Total **\$1,705.04**



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Purchase Order Checklist	
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)	
PO Number/ Contract Number	
PO Date	
Vendor = Motorola Solutions, Inc.	
Payment (Billing) Terms/ State Contract Number	
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name	
Bill-To Address	
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)	
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)	
PO Amount must be equal to or greater than Order Total	
Non-Editable Format (Word/ Excel templates cannot be accepted)	
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept	
Ship To Contact Name & Phone #	
Tax Exemption Status	
Signatures (As required)	