



**CITY OF SOUTHPORT
BOARD OF ALDERMEN
REGULAR MEETING AGENDA
223 E. BAY STREET
June 5, 2024
9:00 AM**

Agenda

Please turn off all cell phones

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. Special Recognition

1. Honor Ellie Pittenger on Retirement (21 Years) pg 3
2. Water/Sewer Staff Recognition
 - Mark Caban
 - Justin Taylor
 - Connor Davis

E. Public Comment

F. Approval of Agenda

G. Approval of the Consent Agenda

1. Minutes of the Regular Board of Aldermen Meeting April 11, 2024 pgs 4-11
2. Minutes of the Closed Session April 12, 2024 (Sealed Envelope)
3. Minutes of the Closed Session April 19, 2024 (Sealed Envelope)
4. Minutes of the Special Budget Workshop April 23, 2024 pgs 12-15
5. Minutes of the Special Budget Workshop April 29, 2024 pgs 16-18
6. Minutes of the Special Budget Workshop April 30, 2024 pgs 19-22
7. Minutes of the Regular Board of Aldermen Meeting May 6, 2024 pgs 23-28

8. Minutes of the Regular Board of Aldermen Meeting May 9, 2024 pgs 29-35
9. Minutes of the Closed Session May 10, 2024 (Sealed Envelope)
10. Cancel July 1, 2024 Regular Board of Aldermen Meeting pg 36
11. McPherson Bid for Kayak Launch Construction (*B. Jarvis*) pg 37-38

H. Agenda

1. Creek Watchers--Lab Report Results (*B. Therrien, T. Zilinek, T. Stanley*) pgs 39-68
2. Bay Street Parking (*B. Therrien, H. Hemphill*) pgs 69-72
3. Crown Castle Project (*L. Ditton*) pgs 73-103
4. City Manager Contract Extension (*B. Therrien*) pgs 104-112
5. Tree Ordinance Revisions (*D. Dutton, M. Meehan*) pgs 113-134

I. Committee Reports

1. Parks and Recreation pgs 135-145

J. Manager's Report

K. Mayor's Comments

L. Board Comments

Closed Session NCGS 143-318.11 (a)(3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded.

N. Adjourn

CITY OF SOUTHPORT
PROCLAMATION IN APPRECIATION FOR DEDICATED SERVICE

WHEREAS, Ellie Pittenger began his career with the City of Southport in 2003 and served with the Street/Water & Sewer Departments and,

WHEREAS, Mr. Pittenger was promoted to Electrical Superintendent in 2016 and,

WHEREAS, these many years have been marked by exemplary dedication to the best interests of the community and the improvement of the City of Southport's public works and electrical system; and

WHEREAS, Mr. Pittenger has accomplished ElectriCities Municipal Safety Award, 2014-2019 and a Certificate of Appreciation from NC Radiation Protection, 2019; and,

WHEREAS, the City of Southport has significantly benefited from Ellie's leadership, particularly in completing the following projects: Established City Solar Program in 2013, Ferry Road UG, Fodale Ave UG, Lord St. UG, River Drive UG, and the coordination of movement of overhead electric lines for Howe Street Sewer Project; and,

WHEREAS, on behalf of the City of Southport, I want to express our sincere appreciation to Ellie Pittenger for his dedication and hard work over the past 21 years, and we wish him much happiness as he begins this new adventure in life.

Proclaimed this 5th of June, 2024.

Rich Alt,
Mayor, City of Southport

Sara Thomas, City Clerk



Board of Aldermen Meeting Minutes
Community Building, 223 E. Bay St.
April 11, 2024
6:00 P.M.

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

Absent: None

Staff: Manager Bonnie Therrien, Assistant City Manager Dorothy Dutton, ChyAnn Ketchum POI/Communications Director, Brady Herman, City Attorney, Police Chief Todd Coring, Fire Chief Charles Drew, Battalion Chief Ralph Treadway, Parks, and Rec. Director Heather Hemphill, City Planner Mo Meehan, and Public Services Director Tom Stanley.

A. Mayor Rich Alt called the meeting to order at 6:00 P.M.

B. Alderman Reverend Davis gave the Invocation.

C. Mayor Alt led the Pledge of Allegiance.

D. Special Recognitions

Mayor Alt presented a Proclamation in honor of National Arbor Day and a Proclamation dedicated to Mr. Tom Lott in appreciation for his generous service to the City.

E. Public Comment

1. Mark Bachara, 309 Clarendon Avenue, Chairman of Center for Up Your Arts, updated on progress towards preserving City Hall as a self-sustaining venue for arts & Board meetings. Mr. Bachara requested a meeting to discuss a long-term lease or public-private partnership.
2. Frank Popelars, 1023 Captain Adkins, opposes rezoning on Robert Ruark Rd from R-20 to R-10 due to non-alignment with UDO and the Land Use Plan. He believes the proposed rezoning benefits developers more than the City. He is concerned about managing growth without better standards for developers.
3. Marty Yantz, 285 Lord Thomas Avenue, opposes the proposed rezoning of Robert Ruark Road property, citing potential flooding, harm to wildlife, and no real need for rezoning. She believes the developers are the only ones who would benefit from it.
4. Brian Stevens, 503 Cades Trail, requested the Board deny approval for the rezoning request on Robert Ruark Rd. He said it is time to put more resources into innovative development with less density and more open space. He said he is not opposed to development, but fundamental flaws in the process need to be addressed and corrected.
5. Adam Steadman, 5968 Dutchman Creed Rd., requested the City continue considering relocating the Sabal Palm tree at HYW 211 to avoid its destruction during the road widening project. The tree can be moved to Waterfront Park for \$1500-\$1800, and Adam is willing to help fund some of the cost.
6. Lora Sharkey, 432 Cades Trail, stated that the property on Robert Ruark is classified as R-20, which is the proper classification for that land, and should not be rezoned. She

cited many inconsistencies with the UDO and CAMA Land Use Plan and said the rezoning request should be denied.

7. Dennis Hetzel submitted comments that Ms. Dutton read. He's not a city resident but spends time in the community. He's honored to be on the Arts Center's Board of Directors and supports restoring the old city hall building. He looks forward to discussing progress with the Board and reaching a win-win agreement with the city.
8. Matthew Cowan, 206 W. West St., submitted comments that Ms. Dutton read. He advocates for the relocation of the Sable Palmetto tree. He believes relocating the tree would contribute significantly to the urban ecosystem and provide natural beauty to the community, which all citizens could enjoy.

There were no further comments. A motion was made to close public comment by Alderman Spencer and second by Alderman Mosteller. **Unanimous Vote; Motion Carried.** —6:43 p.m.

F. Approval of the Agenda

Mayor Alt requested that the agenda be amended to include options for tree removal and contract award for Franklin Square Park. (Agenda item 1. A). Motion to approve by Alderman Mosteller and second by Alderman Kelley. **Unanimous Vote; Motion Carried.**

Mayor Alt requested a motion to amend the agenda to include consideration for a “pause” on the ROWs. (Agenda Item 1. B) Motion to approve by Alderman Kelley and second by Alderman Spencer. **Unanimous Vote; Motion Carried.**

G. Approval of the Consent Agenda

1. Resolution in Support of Accepting Funding for I & I Study.
2. Minutes of the Special Public Meeting for Rights-of-Way February 28, 2024.
3. Minutes of the Special Called Budget/Goal Setting Workshop February 29, 2024.
4. Minutes of the Regular Board of Aldermen Meeting March 4, 2024,
5. Closed Session Minutes from March 4, 2024 (sealed envelope)
6. Minutes of the Special Board Workshop March 5, 2024.
7. Annexation Request and Resolution Setting a Public Hearing: Turtle Bay at Southport, LLC
8. Resolution Supporting the City of Southport's Multimodal Planning Grant Application
9. Amendment to the Adopted Resolution for Shallow Draft Inlet Funds

Alderman Kelley made a motion to approve the Consent Agenda seconded by Alderman Lai. **Unanimous Vote; Motion Carried.**

H. Special Recognitions moved to agenda item (D).

I. Presentations

1. Bond Rating Discussion (Attorney Paul Billow)

The City's Bond Counsel, Paul Billow, a Partner with Womble Bond Dickinson LLP, gave a presentation on municipal finance. The presentation covered the process for North Carolina local government units incurring debt to finance capital projects.

Alderman Spencer asked if ABC funds could be used to finance a police station. In response, Mr. Billow explained that non-tax revenues can be pledged to fund a police station through Special Obligation Bonds unless there is a specific statutory restriction that prevents the use of those funds for certain purposes. Alderman Spencer asked if a revenue bond could be utilized to construct a parking deck that would produce income. Mr. Billow responded affirmatively. However, he also stated that this approach is not practical since parking fees alone are inadequate to cover the expenses associated with operating and maintaining the parking deck, as well as paying off the debt service. There was a discussion on interest rates for AA and GEO bonds. Mr. Billow estimated that the rates might currently fluctuate around 4-5% depending on the bond type. He suggested discussing rates with a financial advisor to take advantage of the best rates.

2. Parking Study Update (Jim Corbett, Walker Consultants).

Jim Corbett from Walker Consulting gave a presentation and status report on the downtown parking study. He explained that the study began in January 2024 and was divided into segments: existing conditions and future needs, requirements, and recommendations. He proposed that the project timeline be kicked off with Stewart Consulting, also working on the Comprehensive Plan update. They believed doing the studies together for future planning would be best.

In conclusion, the options for the city are to 1) Do nothing and continue with the current parking setup, 2) Increase the parking inventory by sharing with private landowners, 3) Implement seasonal time-limited parking, or 4) Implement seasonal PAID time-limited parking.

Mayor Alt raised a question about allowing free parking for city residents and charging non-residents. Mr. Corbett saw no downside to this but suggested transparency and gradual implementation. Alderman Davis expressed concerns about parking meters in residential areas. Mr. Corbett acknowledged the challenges of enforcing paid parking, especially in residential areas. Alderman Mosteller inquired about the yacht basin parking lot, and Mr. Corbett confirmed it was included but had zoning limitations. Alderman Spencer emphasized giving priority to city residents for parking spaces. There was no further discussion. Mayor Alt thanked Mr. Corbett for his presentation.

3. Code Enforcement Update (Derek Mabe, Alliance Code Enforcement).

Mr. Mabe gave an update on minimum housing. There have been 234 cases in total, out of which 184 have been abated, 29 are in progress, and 21 are new. 813 W. 11th Street has been responsive and has requested a 30-day extension to complete the cleanup and demolition of the property. The other properties discussed have not been responsive and need further attention. Mr. Mabe explained that the best quote for demolishing all three properties was \$39,800. If the 813 W. 11th Street property with the 30-day extension is not included, the quote would be \$26,800 for the demolition of 722 W. 11th Street and 115 E. Owens Street.

Mayor Alt proposed a motion to combine agenda item (6) Minimum Housing Ordinances and Budget Amendment Request with the Code Enforcement presentation. Alderman Kelley moved it, and Alderman Mosteller seconded it. ***Unanimous Vote; Motion Carried.***

Mayor Alt has proposed a motion to adopt the demolition ordinance for three properties: 722 W. 11th Street, 115 E. Owens Street, and 813 W. 11th Street, and the approval of a

budget amendment of up to \$45,000 from the Administration's contingency fund to carry out asbestos inspections and demolitions of the mentioned properties. However, there is a provision to allow a 30-day extension request on 813 W. 11th before an asbestos inspection and demolition. So moved by Alderman Carroll and seconded by Alderman Lai.

Alderman Carroll confirmed that the city won't place a lien on the property if the owner reimburses the city for asbestos inspection and demolition. Funds will come from the administration's contingency fund. There has been no response from the property owner after multiple attempts. Mr. Mabe explained the process of sending notices and said it takes around three months.

Vote on the motion previously stated. Yay: Alderman Mosteller, Carroll, Davis, and Lai. Nay: Alderman Kelley and Spencer. ***Motion Carried 4-2.***

4. Supreme Court Decision on Use of Social Media (Attorney Herman)

Mr. Herman explained that the purpose of this information was to provide the Board with a legal summary of the recent U.S. Supreme Court decision on whether, under what circumstances, public officials can block viewers from a social media page that contains both public and private posts by the public official.

Government officials can block constituents from their social media pages, but only if they are not speaking on behalf of the state or within their official authority. Evaluating such situations requires a close look at whether the public official has the authority to speak on behalf of a public agency and whether they are exercising that authority on social media. Lower courts must evaluate these situations on a fact-intensive basis.

Break—8:22 p.m. Return—8:28 p.m.

J. Agenda

1A. Franklin Square Park Tree Removal and Contract Award.

Manager Therrien informed the Board that they had directed her to obtain a quote for removing four trees as per the initial vote. The two bids received for the project were from Bartlett Tree Experts and J&D Tree Pros. There was a discussion on whether to remove the other three trees that were recommended for removal to make a total of seven. Manager Therrien recommended removing all seven to take advantage of the discount since all the equipment will already be in place. However, the Board could choose to remove only the four trees that were quoted and remove the other three later, which would cost more in the long run.

Alderman Spencer moved to remove all seven designated trees recommended by Bartlett Tree Experts. The motion failed due to a lack of second.

Alderman Carroll is not entirely against removing the seven trees but wants to discuss it further. He and the Forestry Chair inspected the trees and recommended that #31 shouldn't be removed. Bartlett agreed that it may be salvageable. Alderman Davis says three trees could be saved with care and asks why they should be cut down if unnecessary.

Ms. Therrien stated that removing seven trees would cost \$44,000, but it would cost \$50,000 if a certified arborist were present to maintain customer relations and avoid

biases. The recommendation for having a certified arborist on site was made to avoid people questioning the need for tree removal. Removing four trees would cost \$26,100, but with the certified arborist present, the cost would be \$28,400.

Alderman Mosteller referred to the arborist's report and mentioned that some of the trees are not viable and are causing damage to other trees by taking away their resources. She clarified that a non-biased expert was hired to provide the report. She recommended removing the seven trees to maintain the other trees' viability. Alderman Davis said that Mr. Everett, the Arborist, clarified the four trees that must be removed. However, she said he also talked about how the other three trees could be salvageable and explained it at the March 4, 2024, meeting.

Chair Len from the Forestry Committee came to the podium and gave a brief overview of what Bartlett Tree Experts reported. He said six trees were identified as hazard trees. Mr. Len noted it comes down to legal liability. If these six trees fall or damage someone or something, the city would be liable and must consider what the experts have reported. He agreed that removing the harmful trees would create opportunities for new trees.

Alderman Carroll motioned to approve the contract with J&D Tree Pros for a maximum amount of \$50,000. The contract includes providing a non-biased certified arborist for customer relations and the removal of six trees numbered #11, #3, #17, #24, #25, and #48. Alderman Kelley seconded. ***Unanimous Vote; Motion Carried.***

B. ROWs Pause on Enforcement

Mayor Alt discussed the issue of right-of-way (ROW) encroachments. The existing policy mandates the removal of any encroaching item, or else face penalties. Encroachments are typically addressed on a complaint basis. Alderman Mosteller informed that the Code Enforcement Department has been enforcing encroachments, but the Board needs to provide guidance on how to proceed. The consensus was to vote at the upcoming May regular meeting after reviewing all the options staff provided.

Alderman Kelley made a motion to put a 30-day moratorium on the enforcement of right-of-ways for existing encroachments. This would be the case unless encroachment is deemed a safety hazard until a final decision is made on its enforcement. However, it was clarified that code enforcement will continue to enforce any already cited encroachments and any new ones that may occur. Alderman Lai seconded the motion. ***Unanimous Vote; Motion Carried.***

C. Wayfinding Signage (A. Dail)

During a recent presentation, Allayna Dail, the Community Relations Director, announced that she has been working with the Beautification Committee to establish a standard and uniform signage system across all City-owned properties. The goal is to maintain consistency in the signs that occasionally need to be updated and replaced. She discussed various options that align with the brand standards, emphasizing that the signs will not be identical but have a cohesive look.

Alderman Kelley motioned to adopt the city sign brand standards, with the condition that the "City of Southport" text won't be included if the seal is present. Seconded by Alderman Lai. ***Unanimous Vote; Motion Carried.***

2. Discussion and Decision: Mixed Use in Highway Commercial Text Amendment (M. Meehan)

The City Planner presented a proposed amendment and explained that during the January 18, 2024, meeting, the Planning Board recommended that the Board of Aldermen deny the Unified Development Ordinance Amendment to Section 3.5—Table 3.1 and Section 3.7.F. The amendment was meant to allow mixed uses in Highway Commercial (HC) zoning districts. Now, the Board of Aldermen must make a decision. Alderman Davis moved to deny the Land Use Consistency Statement and the Mixed Use in Highway Commercial Text Amendment, which Alderman Mosteller seconded.

Alderman Mosteller supports promoting diversity and affordable housing. However, she recommends that the Planning Board examine a procedure to encourage applicants who want to construct mixed-use buildings in highway commercial zones to undergo the conditional zoning process. This would allow for more participation and conversation on the subject.

Aye: Alderman Davis, Mosteller, Carroll, Kelley, and Lai. Nay: Alderman Spencer.
Motion Carried 5-1.

Mr. Herman recommended that the Board get into the habit of reading the Consistency Statement, whether for approval or denial, by stating it as presented or reading it in its entirety.

Alderman Davis made an amended motion to deny the proposed Unified Development Ordinance Amendment to Section 3.5—Table 3.1 and Section 3.7.F to allow mixed uses in Highway Commercial (HC) zoning districts. She read the Statement of Consistency to deny the amendment. Second by Alderman Mosteller. Aye: Alderman Davis, Mosteller, Carroll, Kelley, and Lai. Nay: Alderman Spencer. ***Motion Carried 5-1.***

3. Discussion and Decision: Zoning Map Amendment-Robert Ruark Drive (M. Meehan)

Ms. Meehan presented a proposal for a zoning map amendment. Blue Ocean Construction for Rich Moore Real Estate Investments, LLC is requesting a change from R-20 to R-10 zoning on a 7.06-acre parcel of land located on Robert Ruark Drive. The proposed property is situated across the intersection of Maple Leaf Drive.

Alderman Davis motioned to deny the Land Use Consistency Statement and the proposed Zoning Map Amendment because they do not align with the 2014 CAMA Core Land Use Plan, originally adopted on November 13, 2014, and subsequently amended. Due to the area's size, physical conditions, and attributes, the proposed text amendment is deemed unreasonable and seconded by Alderman Carroll.

Alderman Mosteller disagrees that R-20 lots with more significant setbacks are better for the environment than dedicated open space areas in PUDs. She argues that the R-20 development fragments the entire parcel and doesn't meet the PUD requirements. She suggests clustering development to retain unfragmented open space areas and offering dedicated open space for wildlife in exchange for having smaller lots.

Unanimous Vote; Motion Carried

4. Call to Public Hearing: Zoning Map Amendment and Master Development Plan-Turtle Bay.

Ms. Meehan explained that the Planning Board voted to send the Board of Aldermen a recommendation of approval for the Zoning Map Amendment located on Highway 87 from Residential Agricultural (R-20) to Planned Unit Development (PUD). A duly advertised public hearing must be held before the Board of Aldermen decides on the proposed amendment.

Alderman Mosteller made a motion to call for a Public Hearing on the Zoning Map Amendment during the regular meeting of the Board of Aldermen on May 9, 2024. Seconded by Alderman Kelley. ***Unanimous Vote; Motion Carried.***

5. Alleyways (D. Dutton)

Residents have requested the clearance of City-owned alleys for better access and appearance. Some have asked to abandon alleys and distribute property to adjacent property owners. Code Enforcement has found that many alleys are overgrown and inaccessible. Clearing the alleys will require renting equipment, identifying a location to dispose of debris, determining the cost of dumping debris, and considering the City's liability for property damage. The Staff is asking the Board for directions on clearing the alleys. Alleys are part of the public right-of-way in the Code of Ordinances and must be included in future rights-of-way discussions and decisions.

The possibility of using alleyways as walking or biking paths was raised during the discussion. However, Ms. Dutton pointed out that there may not be enough contiguous alleyways to make this feasible. Alderman Mosteller suggested creating a policy enabling property owners to obtain permits to maintain the alleyways next to their properties. This would benefit the other adjacent properties instead of abandoning or terminating the alleyways. Alderman Spencer raised the point that there are some usable alleyways, such as parking in the Business District, where parking is very limited. Alderman Davis would like to be provided with a map of all the alleyways before deciding.

Alderman Mosteller moved for Staff to draft a policy and process that would enable citizens to restore and maintain the alleyways adjacent to their property so that they can easily access the rear of their property through these alleyways and present back to the Board. Second by Alderman Davis. ***Unanimous Vote; Motion Carried.***

6. Minimum Housing Ordinances and Budget Amendment Request: This item was moved and Combined with the Presentation on Item 3 on the Agenda.

7. Reminder about Board and Committee Appointments.

Mayor Alt reminded everyone to submit applications for appointments or reappointments to all Committees, Boards, and Commissions for any available positions by April 30th.

K. Committee Reports

Alderman Mosteller announced that there will be a celebration for Arbor Day at Taylor Field on April 26th.

Alderman Davis reminded everyone that the Parks and Recreation Committee will meet at the city gym on Tuesday at 6 pm.

L. Manager's Report

Ms. Therrien announced that the budget books have been completed and will soon be delivered to the Board Members for review. Budget workshops will begin shortly. Additionally, she mentioned that the underground wiring project on Moore Street to Bay Street has been completed. Ms. Therrien congratulated Ms. Dutton on obtaining her City and County Administration certification. She also appreciated Officer Kelly Garrido's service, as she will be relocating. Lastly, Ms. Therrien recognized employee anniversaries.

M. Mayor's Comments

Mayor Alt expressed gratitude to the participants and briefed them on the successful meetings the Board had this week. He also urged everyone to keep track of the budget meetings.

N. Board Comments

Alderman Spencer and Carroll expressed their gratitude towards Mr. Lott and the organization Southport Cares for their remarkable contribution to the community, highlighting Mr. Lott's exceptional generosity and kindness.

Alderman Mosteller approached the Board requesting their consideration in rescheduling the regular Board of Aldermen meeting, initially slated for June 3rd. Alderman Mosteller said she has never missed a meeting; however, she had already committed to a previous engagement before the Monday Board of Aldermen Meetings was established. In light of this, she requested that the Board reschedule the meeting to either June 6th or June 7th to ensure her continued participation in the meeting. The Board agreed to reschedule the June 3rd meeting to June 5th at 9 AM at the ITMH.

There was no other business or comments. Mayor Alt requested a motion to adjourn the meeting.

Motion to adjourn by Alderman Carroll and second Alderman Mosteller. ***Unanimous Vote; Motion Carried.***

Adjourn—10:02 p.m.

Mayor, Richard Alt

Deputy Clerk, Tanya Shannon



Board of Aldermen Workshop Minutes
Community Building, 223 E. Bay St.
April 23, 2024
2:00 P.M.

Present: Mayor Rich Alt, Alderman Mosteller, Carroll, Spencer, Lai, and Davis (remote).

Absent: Mayor Pro Tem Kelley

Staff: Bonnie Therrien, Manager; Dorothy Dutton, Assistant City Manager; ChyAnn Ketchum, POI/Communications Director; Fire Chief Charles Drew; Police Chief Todd Coring; Kate Marshall, APS Officer; Allayna Dail, Community Relations Director and Lance Flint, Finance Director.

- A. Mayor Alt called the meeting to order at 2:00 p.m.
- B. Alderman Spencer gave the Invocation.
- C. Mayor Alt led the Pledge of Allegiance.
- D. Mayor Alt requested to move agenda item 5, Financing and Terms for the Purchase of a Fire Engine and Ambulance, to the top of the agenda for discussion. So moved by Alderman Mosteller and Alderman Lai. ***Unanimous Vote; Motion Carried.***

Alderman Spencer made a motion to approve the amended agenda, seconded by Alderman Mosteller. ***Unanimous Vote; Motion Carried.***

5. Financing and Terms for Purchase of a Fire Engine and Ambulance.

Fire Chief Drew is seeking final approval for a Capital Project for Fire and EMS. He has been working on writing specifications for a new rescue and service truck. The Chief explained the purpose and use of each truck in rescue situations. He said this vehicle would also serve as a command service and could replace some other vehicles. Chief Drew also shared that if the truck is ordered before 5/1, there will be a 2% savings, and if it is ordered and paid upfront, there will be a savings of \$200,000. Additionally, if the fire truck and ambulance are ordered together, there will be a further discount.

Alderman Lai asked about the fire truck repair costs. Chief Drew reported \$40k spent in the past year, and the aging ambulance is also incurring expenses. Mayor Alt suggested adding a penalty clause if the goods are not received by the deadline to ensure NC purchase process standards for fire departments.

Alderman Mosteller asked about the financing for an ambulance, and Chief Drew confirmed that it would come from the general fund. Payments for the ambulance won't begin until 2025-2026. The fire truck will be financed through collected fire fees.

Alderman Lai made a motion to approve the purchase of the 2027 Pierce Enforcer 225 HDR Walker Rescue Service Fire Engine Apparatus at a price of \$1.2 million. This price includes a deduction of \$217,000, with the lowest financing option provided by the Finance Department from local financial institutes. The motion also authorizes the City Manager and Finance Director to use the general fund to make the purchase if the bank loan has not been closed by the due date, with the bank loan then replenishing the general fund. Second by Alderman Spencer.

Alderman Mosteller clarified that the fire truck would be paid for using the collected fire fees. Chief Drew confirmed that this was correct. ***Unanimous Vote; Motion Carried.***

Alderman Lai made a motion to approve purchasing a 2027 Osage Ford gasoline two-door ambulance from Southern Specialty Vehicles for \$417,000. The Finance Department will provide the lowest finance option for the Local Financial Institutes. This purchase will

be funded from the City Budget. Second by Alderman Spencer. ***Unanimous Vote; Motion Carried.***

E. Budget Presentation

Manager Therrien and Assistant City Manager Dutton presented the proposed FY24-25 budget highlights. They explained changes, revenue sources, fund balances, proposed capital lists, and potential additional revenue sources.

A one-cent tax increase has been proposed to fund capital projects totaling \$145,000. Due to the merger, the Board has allocated \$1.2 million from the Water/Sewer Fund to offset General Fund salaries. However, other expenses totaling an estimated \$379,000 still need to be transferred from the Water/Sewer to the General Fund. This year's General Fund allocation to the Fire/Rescue Department is \$161,010. The proposed budget also includes \$162,584 set aside for Salary Study Adjustments and a 3.5% Cost of Living Increase for Employees. Additionally, there is a new 6-year Capital Improvement Plan with ongoing and recommended projects. Ms. Dutton reviewed the General, Electrical, Powell Bill, and Capital Funds.

Ms. Therrien discussed the proposed capital list to be funded through the capital fund, with total revenues of \$1,808,625. Some of the proposed projects include a new police facility, road improvements, a new recreation center, and shoreline stabilization. Possible revenue sources, such as business registration fees, animal taxes, stormwater management services, special assessments, and motor vehicle license tax, were also mentioned. During the discussion, the condition of certain city facilities and associated repair, usage, and revenue costs were addressed. Ms. Therrien emphasized that the Board must determine the intended use of the buildings before making any decisions.

F. Agenda

2. Police Department and Animal Protective Services

Chief Coring outlined the department's structure and mission, emphasizing integrity, professionalism, and service. He updated call statistics, noting a slight increase. Major Burke discussed finalizing the move to a new facility, staff training, community engagement, agency operation, and improving the department's response to community issues. Major Burke highlighted upcoming goals, including maintaining accreditation, developing new community engagement programs, and enhancing APS/Police Operations.

Major Burke explained that two requests in the proposed budget are a shift differential for officers on night shifts and a career development program for new officers, including a step program for salary increases as they progress in their training.

Mayor Alt asked about paying for the cadets' Basic Law Enforcement Training (BLET). Major Burke explained that cadets are usually compensated for training, and their schedules are adjusted to accommodate it. If the city sponsors the cadets, the training cost would be around \$300, with the Federal Law Enforcement Training program covering the rest (around \$1,500).

Alderman Mosteller questioned Chief Coring about the part-time APS assistant, and she did not see that in the budget. Major Burke said it was designated under APS salary and allocated explicitly for on-call services. Alderman Mosteller also mentioned a concern with 'farming' out the APS Officer with Development Services. She believes it does not support Community Values as the APS has many duties and responsibilities, including a 28-page Animal Welfare Ordinance to follow. She said this had been tried before and did not work.

Manager Therrien explained that after reviewing calls with the Police Department and the Animal Protective Services, it was found that the number of calls for the Police outweighed the calls for APS. As a result, she recommended that the APS Officer, who has experience with zoning, assist the Development Services Department. She stated that the numbers do not justify the need for a full-time APS Officer and would like the officer to take on additional responsibilities to remain full-time instead of part-time. Alderman Mosteller mentioned that there is a lot more involved than just calls and that there is also a significant amount of community service involved, similar to policing.

Ms. Therrien requested the Board also look into staffing Police and Fire for significant events. She asked the Board to consider whether to charge fees for these services for events; she said this would be a policy decision. Chief Coring noted that an option for some events could be for Off Duty Management (ODM) for officers to be paid by the event organizers versus paid overtime.

Alderman Mosteller asked if the budget included the kennel and temporary holding facility next to the River Road Animal Hospital. Chief Coring confirmed that it is included in the budget and the APS office on Rhett Street for operational services.

3. Development Services Budget Overview

Ms. Dutton explained that the Development Services comprises two divisions: Planning and Code Enforcement and Building Inspections and Permitting. All revenue generated by Building Inspections and Permitting must be spent with the Department and their expenses. Estimated revenues for FY24-25 are \$800,000.

The Planning and Code Enforcement department brings in about \$30,000 annually but does not generate enough revenue to cover all its expenses. The Rate Committee will review proposed changes to Planning/Zoning fees, as some are below average. Approximately half of the Director of Development Services position is funded by the Inspections/Permitting Division, and there is a vacancy for the Director of Development Services.

There was a discussion about evaluating the current fees in the development services department. The goal was to have the Rate Committee recommend adjustments to increase fees currently priced too low to generate enough revenue to fund all staff salaries and make necessary adjustments to cover any shortfalls.

4. Community Relations and Community Building Budget Presentation

Ms. Dail provided an overview of the primary funding sources for the Community Relations Department, including revenue from occupancy tax collection and renting out the Southport Community Building for events. The projected revenue for the FY25-26 budget is as follows: \$200,000 from Community Building Rental, \$210,000 from Local Occupancy tax, \$15,000 from Tourism Special Events, and \$7,500 from Gift Shop Donations. Budget requests for FY 25-26 include allocating funds ranging from \$3,000 to \$5,000 for the Beautification Committee, \$3,000 for the Cemetery Committee, and \$10,000 for new lights on the Holly Trees on Moore and Howe St.

Mayor Alt mentioned that an organization could rent Franklin Square Park and pay the city a fee. The city would now collect funds from vendors. Ms. Dail confirmed this change. Mayor Alt asked about the impact on the budget. Ms. Dail explained that they are currently

collecting all funds and expect higher revenue in 2025. She noted that it was not reflected in the budget due to uncertainty about future events. Mayor Alt inquired about the estimated revenue if all scheduled events were to take place. Ms. Dail said she would provide that information later. Mayor Alt and Alderman Spencer discussed the cost-effectiveness and rental fees for events. Ms. Dail explained that this year's fees remain unchanged at \$30 for a weekly booth or \$300 for a season.

Ms. Dail discussed the chair cushions for the community building. She said that is a budget request for all the chairs for stadium-style events or meetings. She noted the community building deck needs to be replaced. She said the project is to replace the existing deck, but there has been some discussion about the type of materials. She said that it appears that it would most likely be replaced by wood.

There was a discussion about how funds are distributed from the ABC budget. A certain amount is allocated for first responders and for the city schools. It was noted that there has been a long tradition of allocating funds to the school for various projects. Alderman Spencer suggested that the Board should attend special events that promote growth and entrepreneurship as a group. He recommended that the Board as a whole should present the school with the yearly donation.

Finance Director Flint concluded the meeting by briefly explaining how to interpret the budget sheets. He discussed allocating funds to the three major departments and emphasized the importance of accurately representing fund transfers rather than fragmenting the costs across different departments.

G. Manager's Comments

Ms. Therrien announced two budget meetings for next week and requested the Board provide her with dates for the deliberation meetings. It was agreed that the Board would contact the city manager about their availability.

H. Mayor's Comments

Mayor Alt expressed he is looking forward to the continuation of the workshops, emphasizing that it is an opportunity for growth and a vital part of the budgeting process.

I. Board Comments

Alderman Mosteller expressed appreciation to the staff for compiling the budget information.

A Motion was made by Alderman Spencer to adjourn and seconded by Alderman Lai.
Unanimous Vote; Motion Carried.

Adjourn—4:01 p.m.

Mayor Richard Alt

Deputy Clerk, Tanya Shannon



Board of Aldermen Workshop Minutes
Community Building, 223 E. Bay St.
April 29, 2024
9:00 A.M.

Present: Mayor Rich Alt, Alderman Kelley, Mosteller, Carroll, Spencer, Lai, and Davis.

Absent: None

Staff: Bonnie Therrien, Manager; Dorothy Dutton, Assistant City Manager; ChyAnn Ketchum, POI/Communications Director; Fire Chief Charles Drew; Patti Fortuna, Human Resources Director; and Lance Flint, Finance Director.

- A. Mayor Alt called the meeting to order at 9:00 A.M.
- B. Alderman Spencer gave the Invocation.
- C. Mayor Alt led the Pledge of Allegiance.
- D. Alderman Lai motioned to approve the Agenda seconded by Alderman Kelley.
Unanimous Vote; Motion Carried.

E. Agenda

1. Fire Department and EMS/Rescue Budget

Chief Drew explained that the Fire Department serves Southport, Caswell Beach, and other areas outside the city's corporate limits, totaling roughly 16,000 residents. The revenue comes from the entire district, including fire fees, inspections, recovery fees, and donations. This year, the department has a \$160,000 deficit, and there may be a 10% budget increase due to a potential OSHA law. The current staffing level consists of three employees working 24-hour shifts, with 24 hours on and 48 hours off. Finding volunteers for the 24-hour shifts has become challenging despite offering a \$125 stipend. The budget request seeks to add three additional full-time firefighters to have a Captain and three full-time firefighters on each shift.

Chief Drew reviewed the capital equipment expenses, including turnout gear, water supply hose, fire nozzles, ejection fans, and thermal imaging cameras. The total requested budget for capital equipment is \$105,000.

Alderman Carroll asked about the payoff for the Fire Headquarters. Chief Drew mentioned that it would be paid off in 2029, with the Fire Department paying \$125,000 a year and the city subsidizing \$119,000. The debt service is split between the Fire Department Budget and the Administration. Chief Drew added that \$220,000 will be paid over the next four years, with the final payment being \$400,000 in 2029.

Mayor Alt asked if the Caswell Beach Fire fees were around \$312,000. Chief Drew said yes. Mayor Alt asked how much it costs to operate the station. Chief Drew said around \$100,000 personnel-wise. There are typically only 20 calls in this location per year. He explained that they do not have to pay any fees for the building or utilities, maintenance, or insurance, and Southport only provides the personnel and the fire equipment.

Alderman Davis is requesting a transparent breakdown of the fire district fees to be made publicly available, detailing what they cover in addition to property taxes. Manager Therrien, Chief Drew, and PIO Ketchum will collaborate to ensure this information is posted for public viewing.

2. Administration

Ms. Dutton reviewed the proposed budget for the Administration, which includes the Board of Aldermen, City Manager/Assistant City Manager, City Clerk/Deputy City Clerk, Human Resources, Public Information Officer/Communications, one of the part-time Engineers, and the IT Department. PIO ChyAnn Ketchum went over the equipment and software needed to stream and manage the city website.

There was a discussion about audio/visual improvements estimated to cost \$50,000. Alderman Davis suggested deciding on the plans for existing buildings and their uses before investing in new equipment. She noted that while the current setup is not perfect, it is functional. There was also talk about reducing attorney fees. Manager Therrien mentioned that initial concerns have been addressed, resulting in a decrease in calls and requests. Ms. Dutton reported good progress in digitizing records, and the budget request will ensure continued preservation efforts. Additionally, there was a discussion about the portion of ABC revenue donated to the school, highlighting the need to show how the funds are being used.

Alderman Spencer recommended increasing the board's travel and training budget. He believes the proposed amount is insufficient for the Board to fully participate in functions and conferences. Additionally, he suggests increasing the Mayor's stipend to at least the same amount as that for the Board members.

Break—10:56 a.m. Return—11:00 a.m.

Human Resources Director Fortuna stated that NeoGov software will still be implemented for the Human Resources Management and Recruitment system. She mentioned that the proposed budget includes employee recognition luncheons and HR travel and training allocations. She discussed the pay classification and study conducted by Evergreen. The comparison with adjacent counties revealed a deficit in the city's current compensation. The proposed plan also focuses on recognizing tenure and giving credit to staff who have been with the city for many years. She provided an overview of the current and proposed pay plans by departments and positions. The discussion covered the salary study and merit raises. Some Board members suggested that the merits should be based on a bell curve and that underperforming employees should be held accountable by their department manager and provided with ways to improve. Mr. Lai emphasized the need to implement this process, as it has not been done in many years. Ms. Fortuna also went over the new Health Insurance coverage with Aetna.

3. Finance Department

Mr. Flint discussed department staff positions, duties, and non-personnel costs used citywide. He saved \$9,000 by eliminating unused financial software modules. Additionally, he requested a new position to allow for recruitment and training ahead of an expected retirement in 2025.

He explained that a skilled treasurer is needed to manage its cash, revenue, investments, grants, and potential future bond issuances. It was suggested that adding a Treasurer to the required Tax Collector job title would attract candidates with the necessary skills more effectively. The Finance Department will be implementing Black Mountain Financial software in spring 2025 and developing the budget. The recruitment presents an opportunity to identify a candidate who can be developed as a future Finance Director candidate. Up to \$50,000 is allocated for six months of job training and knowledge transfer. Recruiting efforts are set to begin in October with the objective of having a Treasurer seated by January 1, 2025, allowing for 4-6 months of training and knowledge transfer before reverting back to 6 FTEs. The possibility of training current staff members to fill the treasurer/tax collector position was discussed. Mr. Flint recommended hiring someone

already skilled and experienced in this role. Mayor Alt agreed, emphasizing the importance of the position and the need for the most experienced candidate.

4. General Revenues

Mr. Flint reviewed the general revenues but stated that the fund balance is the focus. He explained the general revenue budgeting approach. The estimates of annual revenue sources are conservative. The revenue plan uses the one-time provision from the water-sewer fund. \$1.2M of appropriated fund balance bridges the first-year funding gap from the water and sewer revenue loss. He said this is non-recurring revenue, and the next budget cycle must solve this gap. Mr. Flint believes that the revenue numbers will increase over time.

Mayor Alt questioned how much the city's sales tax generates and what percentage the city gets back. Mr. Flint said that the State Revenue Department does not track funds at a municipal level. Discussions were held regarding donations, itinerant merchants, and cemetery revenues. Also, there was a discussion about opening another ABC store at the Southport Crossings shopping center that would generate more revenue.

- F. Managers Comments:** Ms. Therrien inquired whether the Board wished to review the capital improvements program at the upcoming meeting to ensure Mr. Jarvis would be present. It was agreed that the Board would like Mr. Jarvis to attend. She also reminded everyone about the Comprehensive Plan review for public input on 4/30 at 6 p.m.

The Closed Session was removed from the agenda.

The meeting was adjourned at 12:15 p.m.

Mayor Richard Alt

Deputy Clerk, Tanya Shannon



Board of Aldermen Meeting Minutes
Community Building, 113 E. Moore St.
April 30, 2024
9:00 A.M.

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

Absent: Brady Herman, City Attorney

Staff: Manager Bonnie Therrien, Assistant City Manager Dorothy Dutton, ChyAnn Ketchum POI/Communications Director, Parks and Rec. Director Heather Hemphill, City Planner Mo Meehan, Electrical Superintendents Ellie Pittenger and Larry Ditton, and Public Services Director Tom Stanley.

A. Mayor Rich Alt called the meeting to order at 9:00 P.M.

B. Alderman Reverend Davis gave the Invocation.

C. Mayor Alt led the Pledge of Allegiance.

D. Approval of Agenda

Mayor Alt requested a motion to approve the agenda. Aldermen Carroll made a motion to approve the agenda for the Budget Deliberation Workshop on April 30, 2024; Mayor Pro-Tem Kelley seconded the motion. ***Unanimous Vote; Motion Carries.***

E. Agenda

1. HICAPS Presentation—Results of the Environmental Assessment of the Historic Courthouse (Dave Smith and Jonathan Layton, HICAPS)

HICAPS provided a slide show and presentation of the Old Courthouse building's abatement plan. During their evaluation, HICAPS discovered mold, asbestos, and lead in the building and its infrastructure. The HICAPS representative stated that the building would need extensive renovation, removing all windows, drywall, and anything within the structure that gave readings for mold, asbestos, and lead.

HICAPS suggests going ahead with the abatement portion, obtaining bids from contractors, and also making a containment area for the files and items within the building that the City would need to save. Starting this would give the Aldermen an idea of the contractors' prices. HICAPS stated that even if the City chose to demolish the building, the abatement would have to occur prior to the demolition work.

2. Public Services and Electrical Department

Public Services

Manager Therrien asked Director of Public Services Tom Stanley to come before the Board regarding budget items for Public Services. Director Stanley stated that he had provided a budget to the Board. With the merger in the future, the focus of the public services department will change dramatically. With the merger change, he has

to create a new department budget, but there will be a learning curve during the merger. The Operating budget for Public Services is bare bones, primarily due to the uncertainty regarding the Water/Sewer merger.

Manager Therrien stated that two employees from Public Services had been moved to the Parks and Recreation budget, and Parks and Recreation Director Hemphill would address that in more detail. Aldermen Mosteller asked if the number of employees listed was accurate. Director Stanely stated that the correct number of employees was twelve, which was to be reduced to ten when the two employees mentioned above were shifted to Parks and Recreation.

Aldermen Davis asked Director Stanley to give them an idea of the future structure of the Public Services Department. Director Stanely stated that there would be two administrative employees, two garage mechanics, two building facilities maintenance positions, five street division employees, two custodians, and six grounds employees. The number of grounds employees does not include the two that will go to Parks and Recreation, handling all park grounds maintenance.

Director Stanley stated that some of the Public Services equipment, such as a truck and a new mower that was recently purchased, would go to the Parks and Recreation Department grounds employees to help budget extra costs with that shift.

Mayor Pro-Tem Kelley asked which AC Units needed to be replaced within the \$20,000 line item that Director Stanely has in his budget. He stated that it is a placeholder for future repairs required, as he sees at least one City AC unit malfunction yearly.

Alderman Davis asked if the Street Sweeper or any of the needed maintenance for the street sweeper were included in the budget. Director Stanely stated that it only needed new brooms and that the purchase was accounted for in the budget he presented.

Aldermen Lai asked what would happen if the two employees asked to move to Parks and Recreation do not wish to. Mayor Alt stated that you would just take the two employees that were the newest, and they will have no choice but to move. Aldermen Carroll asked if these two employees would be paid less if they were shifted to Parks and Recreation and Director Stanley stated they would not.

Electrical Department

Electrical Superintendent Pittenger introduced his successor Larry Ditton, who would be giving the budget presentation to the Board.

Superintendent Ditton stated that the Southport electrical grid provides electricity for surrounding areas as well as a stream of revenue for the City. The Electrical Infrastructure provides and finances its own operation, maintenance and capital improvements. Their department does not draw outside of that. Superintendent Ditton presented a slide show summarizing their Electrical budget.

Superintendent Ditton stated that the budget proposal includes operations and

maintenance, Capital Improvements, increasing system reliability and capacity, and improving city services. The biggest line items would be for the continued overhead to underground conversion, pole replacements, and sectionalization/mitigation. Another large line item would be for a second electrical point of delivery. The line item would be for equipment and land purchase for this future project. Manager Therrien stated that the urgency for this is not as large, as the Indigo project is no longer moving forward. That being said, Manager Therrien stated that it would be a good idea to go ahead and have this in the budget and look into finding a property.

Superintendent Ditton stated that the last line item would be for the installation of electric vehicle charging stations. This would be something for both staff and citizens. Aldermen Carroll asked which level of charging this estimate was for, and Superintendent Pittenger stated it was for the quick charge stations. Mayor Pro-Tem Kelley questioned what kind of revenue these stations would actually bring in and if it is a necessary expenditure when there is a budget deficit.

3. Parks and Recreation

Director Hemphill stated that the Aldermen can see an overview of the facilities and parks that the Parks and Recreation Department utilizes for day-to-day use within their packet. These facilities are either rented out to the public or used for City programs. Also listed are the many programs and activities, some of which have been in Southport for forty to fifty years.

Director Hemphill stated that the projected budgeted income from Facility Rentals would be \$12,000.00. This number could go up depending on the final decision on the use of Franklin Square Park. She stated that Franklin Square Park is the most rented park in the City. Hemphill showed that before and after-school care and other recreation programs are projected to bring in \$40,000.00 in revenue.

Mayor Alt asked if Director Hemphill had given her input on the Rate Committee reanalyzing the fees for all parks and recreation fees. She stated that she has not and that they had revised and increased the fees two budget years prior.

Aldermen Carroll asked why the funds budgeted went up significantly when only two new employees would be added. She stated it has to do with COLA effective July 1st, merit-based increases, and overtime, as well as the two additional employees coming from Maintenance to Parks and Recreation.

Director Hemphill stated that the Parks Department wished to replace many of the City trash cans, resurface basketball courts at Leonard St. and Caviness Park, and computers for the transferred employees from Public Services. Mayor Alt asked Hemphill if the City has any pickleball courts, and she stated that we have one. Director Hemphill stated that it is not very expensive to convert the basketball courts to pickleball.

The summer camp program needs another passenger van to transport the children around during the summer. If another lease were provided, it would free up the bus, and reduce the costs of CDL's.

Manager Therrien stated that she and Hemphill would research pickleball costs and how many people would wish to use them. They would then report back to the Aldermen.

4. Outstanding Issues

Manager Therrien stated that she was going to go over the Capital Improvement proposed list with the aide of Engineer Bob Jarvis. She stated that a one-cent tax increase would be within the plan.

Therrien stated that in the current capital fund, there are remaining funds totaling \$1,447,329.00 that are not assigned to a project. By law, this must be assigned or moved to the General Fund. Therrien recommended using \$216,000.00 in the general fund surplus.

F. Manager's Comments

Manager Therrien stated that the Comp Plan meeting would be that evening at 6 P.M. She then stated that the Farmer's Market would begin at 8 A.M. behind the gym area.

G. Mayor's Comments

Mayor Alt thanked the Manager and Staff, for all of their hard work and answering all the questions that the Aldermen have.

H. Board Comments -- NONE

I. Adjourn

Major Alt asked for a motion to Adjourn. Aldermen Carroll made a motion to adjourn, seconded by Aldermen Mosteller. *Unanimous Vote, All Ayes*. Meeting adjourned at 11:54 A.M.

Mayor, Richard Alt

City Clerk, Sara Thomas



Board of Aldermen Meeting Minutes
Community Building, 223 E. Bay St.
May 6, 2024
9:00 A.M.

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

Absent: Brady Herman, City Attorney

Staff: Manager Bonnie Therrien, Assistant City Manager Dorothy Dutton, ChyAnn Ketchum POI/Communications Director, Police Chief Todd Coring, Fire Chief Charles Drew, Parks and Rec. Director Heather Hemphill, City Planner Mo Meehan, Electrical Superintendent Ellie Pittenger, Public Services Director Tom Stanley, and City Engineer Tom Zilinek.

A. Mayor Rich Alt called the meeting to order at 9:00 A.M.

B. Aldermen Davis gave the Invocation.

C. Mayor Alt led the Pledge of Allegiance.

D. Public Comment

1. Judith Jeffries of Southport stated she was here to speak about the all-inclusive playground proposed for Taylor Field. The citizens want this park, just not placed by the dog park. She and other citizens will help re-write the grants if it means finding a better-suited location for this playground.
2. Michael Fox, 315 N. Rhett St., has used Taylor Field since 2005. He has reviewed the Master Parks and Recreation Plan, and several things inside it bewilder him. He does not support a bridge connecting to Lowe White. He believes this would be difficult to maintain. He comments that the Aldermen and Committees are doing a great job providing recreational activities, but parking for these activities continues to be an issue. The city should be looking into paid parking as a revenue option.
3. Christine Wright, 211 N. Lord St., had only heard about the all-inclusive park plan a few weeks prior. She tried to research in the archives when it was mentioned and found that very difficult to locate. She likes to use Taylor Field as her spot to reach her Zen and enjoys the wildlife at Taylor Field daily. She noticed that the statements on the Parks and Recreation website for adult activities relate to COVID time, and that appears to be the last time they offered any updated adult activities to stay fit. She thinks that the City should look into more outdoor activities for adults. She stated that it's not that the children are not important; the adult activities seem to be lacking more. She loves the idea of an all-inclusive playground, but she believes the City needs to step back and ensure it goes where it is best suited.
4. Jeanne Brown-Busch, 416 N Burrington Ave., has come to talk about Taylor Field. She is passionate about having an all-inclusive playground, a place of equality and where people feel safe to be themselves. Many citizens appear to be opposing the playground, but it is not that it is opposed. It is that, perhaps, there could be a better location for it. Most importantly, the city cannot afford this project. The City cannot afford to maintain this project. After watching the Budget workshops, she realized that the City had more significant issues to resolve before this all-inclusive playground project.

5. Mike Carneiro, 608 N. Fodale Ave., stated that parking can be a big issue with the City of Southport. He works for IPS Group as the director of DMV services, supporting local, county, and state government entities for parking, tolling, speed enforcement, etc. He would like to offer himself and his services to the City for anything they need regarding the parking issue. With his knowledge of parking management, he believes he can be a great asset to future City decisions. He does not support paid parking in Southport and has other ideas for solving the issue.
6. Celeste Gosselin, of Southport, worked in special-needs support for nearly 40 years. She believes a better place can be found for an all-inclusive playground like Smithfield Park. It could give disabled individuals more opportunities to participate. It would also be more convenient for folks coming from out of Southport City limits to use the park. Everyone comes to Southport to enjoy their time; perhaps the City should consider those folks as well.
7. James Newman, 301 E. West St., has several comments on the Taylor Field inclusive park design. He believes it to be very elaborate, almost amusement park-like. He noticed a zip-line included. What are the costs to maintain and monitor this park, and how much would it cost the City in the long term? Parking is also an issue, as there are times of the year when he cannot get to his own house, much less a new state-of-the-art playground that people are coming to.
8. Karen Boyan, 310 N. Atlantic, agreed with the playground but not the location. She has two college degrees and has spent years working with special-needs children and individuals and with the Special Olympics. Perhaps the City should table this issue and reach out to sister municipalities with citizens who would likely utilize this park for their input. She suggested looking at other City properties for the location of this park. Southport's leaders need to step back and review the comprehensive plan to see what the citizens genuinely want.
9. Sid Fortney, 413 E. Bay St., has owned property in Southport since 1987, has seen the development of Southport over the years, and the parking issue has always been present. The City plans to put additional parking along the side of E. Bay Street, and he asks that the Aldermen reconsider this plan, as it is unnecessary. It is not needed for Kingsley Park, as there are adequate parking spaces. This additional parking will be an unnecessary nuisance.
10. John Akins, 106 Kingsley Dr., wished to state that Bay St. does not need additional parking. The curve on Bay St. does not need more congestion, and the proposed additional parking would worsen this. Kingsley Park and Kingsley Dr. have adequate parking already.
11. Donna Fullwood, 807 Cape Harbor Dr., supports all-inclusive playgrounds and spaces but also believes in the importance of ample green space. She does not want to see all the green space go away for other activities other than a playground. She is also concerned about the E. Coli in the creek close to where the playground would be. She hoped to see signage along these creeks if there was such a high content.
12. Gerald Donaldson (read by Assistant City Manager Dutton) of Southport opposes the location of the all-inclusive playground in Taylor's Field. He stated that many species of birds and wildlife live there, and a high-traffic playground would create a large disturbance for these animals.

13. ChyAnn Ketchum (ready by Assistant City Manager Dutton), 4836 Tobago Dr, Unit C, Southport, NC, issued a statement supporting the all-inclusive playground. She stated that this includes not just children but also adults with special needs or parents with physical disabilities, giving them an opportunity to play with their children.

E. Approval of the Agenda

Mayor Alt requested that the agenda be amended to leave #1 as first, move #4 to #2, move #6 to #3, and move #7 to #4. Mayor Alt then requested to table item #7, Creek Lab Results, to the first regular Aldermen Meeting in June

Mayor Alt requested the above motion. Motion made by Mayor Pro-Tem Kelley and seconded by Aldermen Spencer. ***Unanimous Vote; Motion Carried.***

F. Special Recognition

1. Recognition of Robin Clark and Colleen Snipes

Mayor Alt wished to thank the City employees who do the tasks that most people overlook. Colleen Snipes and Robin Clark handle the janitorial work, and do an excellent job keeping the City facilities clean. Mayor Alt wished to thank all City employees who make the City run, as they are not thanked enough.

2. Introduction of New Employees:

Manager Therrien introduced Police Chief Coring, who then introduced three of his new hire employees, listed below:

Timothy Barton, Police Officer
Nolan McLamb, Police Officer
Bobby Manus, Accreditation Specialist

G. Agenda

1. Proposal by Crown Castle (E. Pittenger and Mike Moore)

Mayor Alt said he would turn the meeting over to Electrical Superintendent Ellie Pittenger, who would introduce Daryl Forester.

Pittenger stated that Crown Castle was present to propose installing poles for communications infrastructure. Daryl Forester, regional manager with Crown Castle, has nationwide contracts with many different service providers. They are trying to fix some of the coverage and capacity gaps in the County. He also stated that there would be four proposed locations, two in Southport City limits and two on NCDOT roads.

Aldermen Davis asked for specific addresses for the poles. Mr. Moore stated that one would be on W. West Street, one by Fishy Fish Restaurant, one further north near W. Leonard St., and one near Ft. Fisher Ferry. They anticipate a 30—to 40-foot-tall pole at each location. The lines being installed will be underground and bored.

After additional discussion, Mayor Pro-tem Kelley motioned to table this topic until a June meeting, pending more information on compliance with state laws and the installation of such communication poles. Aldermen Davis seconded the motion.

Aye: Aldermen Mosteller, Davis, Spencer, Lai, and Mayor Pro-Tem Kelley. Nay: Aldermen Carroll. **Motion Carried 5-1**

2. Endpoint Management Presentation and Budget Request (Dylan Warner, Katalyst, and D. Dutton)

Manager Therrien introduced Dylan Warner, with Katalyst, to explain the need for better cybersecurity for the City's computer system.

Warner stated that he could not give specific reasons for the improvement work without exposing issues with the City's system due to privacy issues. But the City could be much more secure than it is now. He stated that no State or local government agency is legally allowed to pay a ransom if cyber criminals hack and take a City hostage. The City does have best-in-class anti-virus software and 24-hour monitoring, but as things stand now, there is no way to enforce uniform policies on all workstations at the moment.

After some discussion, Aldermen Mosteller moved to approve \$45,000.00 from the Administrative Contingency Fund to work with Katalyst to install and utilize Microsoft Entra ID and Intune in an effort to strengthen the City's cybersecurity. Aldermen Lai seconded the motion.rr3

Aye: Aldermen Lai, Spencer, Davis, Carroll, Mosteller. Nay: Mayor Pro-Tem Kelley. **Motion Carried 5-1.**

3. Franklin Square Park Tree Cabling (B. Therrien)

Manager Therrien stated that there was a three-phase plan to fix Franklin Square Park's tree issue. The cost estimate is \$28,060.00 to complete the three phases to get the Park safe again. She proposes these funds come from the Administration Contingency Fund.

Manager Therrien stated that the job could be started the following week if the funds were approved.

Aldermen Mosteller made a motion to approve the bid to Bartlett Tree Experts, not to exceed \$28,060.00, to be transferred from the Administrative Contingency fund. Aldermen Lai seconded the motion.

Aye: Mayor Pro-Tem Kelley, Aldermen Lai, Davis, Carroll, Mosteller. Nay: Aldermen Spencer. **Motion Carried 5-1.**

4. Transfer Water/Sewer Fund Balance to General Fund for Public Safety Radios (B. Therrien, Chief Drew, and Chief Coring)

Manager Therrien stated that the fire/police radios must be updated by 2025, a state-wide mandate. Manager Therrien stated they would transfer \$900,000.00 from the water/sewer fund balance to the general fund so that the radios could be purchased and some left over for the OPEB commitment.

Aldermen Mosteller made a motion to transfer \$900,000.00 to the general fund to purchase the required radios and set aside funds to pay for benefits for the three employees moving to the County. Aldermen Lai seconded the motion. **Unanimous Vote; Motion Carried**

5. Update on Brunswick Partnership for Housing (Sally Learned)

Sally Learned with Brunswick Partnership for Housing and wanted to thank the Aldermen, Staff, and the City of Southport citizens. Their program provides transitional housing for unsheltered people for a set amount of time until permanent housing can be secured. The City has been very supportive of the program since it began, and there is a transitional home in Southport. This is breathing space for families to get on their feet.

She also wanted to thank the Southport Police Department for its support of the program and its participants. They are considering possibly expanding their program and finding additional transitional housing.

6. Inclusive Playground at Taylor Field (Aldermen Davis)

Mayor Alt stated that he needed to leave the meeting and that Mayor Pro-Tem Kelley would preside over the remainder of the meeting.

Aldermen Davis gave a summary of the history around this topic. Davis stated that she continues to hear many questions and concerns from citizens about this topic and future projects. She believes that the City dropped the ball on public informational meetings regarding this project.

After further discussion, Aldermen Carroll moved to continue forward with the Taylor's Field project and grant submissions as intended and that Manager Therrien reach out to the County and neighboring municipalities about partnerships. Aldermen Spencer seconded the motion.

During the discussion regarding the motion, Aldermen Carroll withdrew his motion.

Aldermen Davis proceeded to make a motion that the Board would take no action until more information was gathered and presented to the public so that the Board could revisit the topic at one of the June regular meetings. No further grants would be applied for. Aldermen Mosteller seconded the motion.

Aye: Aldermen Mosteller and Davis. Nay: Aldermen Carroll, Spender, Lai. **Motion denied.**

Mayor Pro-Tem Kelley states that the project will move forward as it is, with grant applications and planning. Manager Therrien will contact other municipalities to gather information.

7. ~~Creek Lab Results (B. Therrien, T. Stanley, and T. Zilinek)~~—MOVED TO JUNE MEETING

H. **Manager's Report**

Manager Therrien announced that ChyAnn Ketchum and Tori Deviney will be graduating from Leadership Brunswick; congratulations to them. She also stated that around 25 citizens attended the most recent Comprehensive Plan Meeting and urged other citizens to show up and give their input on City projects.

I. Mayor's Comments

Mayor Pro-tem Kelley stated that she wanted to recognize the City Staff for their hard work in getting public notice and information out there for citizens to see.

J. Board Comments

Aldermen Davis stated that the Franklin Square Park survey is on the website. She urged citizens to go online and give their input.

Aldermen Spencer stated that they are still working on the traffic/speeding issues on the dangerous roads of Southport. Mayor Pro-Tem Kelley stated that City Staff have been working with Google/Wayze, etc., to get the maps so as not to show these streets as the main cut-through from the Ferry to the center of Southport.

K. Adjourn

Aldermen Spencer made a motion to adjourn, and Aldermen Lai seconded the motion. The meeting adjourned at 12:14 p.m.

Mayor, Richard Alt

City Clerk



Board of Aldermen Meeting Minutes
Community Building, 223 E. Bay St.
May 9, 2024
6:00 P.M.

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

Absent: None

Staff: Manager Bonnie Therrien, Assistant City Manager Dorothy Dutton, ChyAnn Ketchum POI/Communications Director, Brady Herman, City Attorney, Police Chief Todd Coring, Fire Chief Charles Drew, Parks and Rec. Director Heather Hemphill, City Planner Mo Meehan, and Public Services Director Tom Stanley.

A. Mayor Rich Alt called the meeting to order at 6:00 P.M.

B. Alderman Reverend Davis gave the Invocation.

C. Mayor Alt led the Pledge of Allegiance.

D. Mayor's Comments

Mayor Alt stated that the Board is aware of House Bills 1063 and 1064, which many citizens have brought to his attention. House Bill 1063 would prevent Southport from enforcing the Tree Ordinance on the ETJ property, and Bill 1064 would strip the County Municipalities of ETJ powers completely. Brunswick County Commissioners circulated a letter regarding this issue on Wednesday, May 8, 2024.

E. Public Comment

1. Christine Wright, 211 N. Lord St., stated that she is newer to Southport, having purchased her home in 2017 and moved in full-time in 2020. Wright stated that she admires the Board and their hard work in decision-making for the town. She did research and could not find any mention of the Taylor Field of Dreams Project online. She cannot find it in the Parks and Rec Master Plan passed in 2023 either. She supports an all-inclusive playground; she urges the City to think about the project and its location a little longer.

2. Kathy Cabral, 308 W West St., stated that she has read the proposed right-of-way information, and that it goes a long way, but still falls short regarding the issue of hardscape landscaping in the ROW. People use the ROW for parking, walkways, etc. She believes that to move forward in a positive way, the Board should look at hardscaping and decide what will and will not be allowed going forward. One suggestion she gave was to warn citizens when the hardscaping would be removed so that they could remove them for the City Staff and place it back where it was prior.

3. Maria Horton, 414 N. Burrington Ave., wants to break it down before making a decision. She thinks the recommendations are good, but they are incomplete. One suggestion was to keep everything status quo or remove everything in the ROW. The time given (72 hours) to remedy the issue is prescriptive and detrimental to the resident if they cannot remove it in the allotted time. There is another recommendation relating to vegetation only. What about hardscapes? What if you moved to Southport many years ago? Are your hardscapes Okay to keep, or must they also be removed? This entire situation risks ruining or permanently changing Southport's overall look and aesthetics. She is also concerned about alleyways and who will maintain any encroachment into those

alleyways, whether the alleyway is on City property or a citizen-owned parcel. The two issues should be dealt with separately, as they can pose many different situations.

4. W.M. Godfrey, 4952 Captiva Ct., No Comment

5. Jack Daily, 4940 Captiva Ct., No Comment.

6. Keren Boyan, 310 N. Atlantic Ave. (e-mail submission), stated that she believed it wise to see and review the new Comprehensive Plan before making new commitments for future projects. She states that she has checked through prior minutes and agendas and cannot locate a public meeting held for input on the Taylor Field of Dreams inclusive playground before April 23, 2024. During the public special meeting on April 23rd, she pointed out that the City staff and City Manager did not seem receptive to citizen input and that it was just a formality. She also claims that a complete site plan for the playground has not been provided, and the City would be wise to wait for the Comprehensive Plan, which thousands of dollars are being used to pay for, to be provided to the City and its residents.

7. Claudene Clarke, Harbor Oaks (e-mail submission), stated that she and her husband are retired and live in Harbor Oaks. They had an issue with a pregnant cat, and Kate with Animal Control was a great help in handling the cat issue. They stated that Officer Marshall was responsive, professional, and well-informed.

F. Approval of the Agenda

Mayor Alt requested that the agenda be amended to remove Agenda Item #1. Motion to approve the change by Alderman Davis and second by Alderman Carroll. ***Unanimous Vote; Motion Carried.***

Mayor Alt requested a motion to move Consent Agenda #5 to #1. A motion was made to approve the agenda change by Alderman Kelley, seconded by Alderman Davis. ***Unanimous Vote; Motion Carried.***

Mayor Alt requested a motion to move Agenda Items #3 and 4 to items #2 and 3 on the agenda. The motion was approved by Aldermen Mosteller, seconded by Aldermen Kelley. ***Unanimous Vote; Motion Carried***

G. Approval of the Consent Agenda

1. Minutes of the Regular Board of Aldermen Meeting March 14, 2024
2. Minutes of the Regular Board of Aldermen Meeting April 1, 2024
3. Minutes of the Closed Session April 10, 2024 (Sealed Envelope)
4. Minutes of the Special meeting April 8, 2024
5. Project Ordinance Update: ARP SFFRF

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

H. Special Recognitions – NONE

I. Agenda

1. Budget Amendment and Reimbursement Resolution-HRV and Ambulance

Mayor Alt stated that the Board had voted at a prior meeting to order and pay for a new fire truck and an ambulance for the Fire Department.

Chief Drew stated that both vehicles had been ordered, with the fire truck costing \$1mil, with a \$230,000.00 savings, having been ordered before May 1, 2024, and the ambulance ordered at \$417,000.00.

Mayor Alt stated that his purpose for bringing this up on the agenda was to be transparent with the City and let them know how businesses must be run.

Manager Therrien stated that the Bond Counsel sent over the Resolution for this Bank Loan, which must be read and adopted at a regular board meeting. Aldermen Lowe asked Chief Drew to explain to the citizens why ordering these vehicles is necessary and why it costs so much. Chief Davis explained that they are replacing aged equipment and that the post-COVID equipment costs are making the price tags high.

Aldermen Davis asked how these two vehicles would be paid for. Chief Drew explained that the fire truck is paid out of Fire Fees, and the ambulance will be paid out of the General Fund.

Mayor Alt read the Resolution and entertained a motion to adopt it. Manager Therrien stated that the incorrect Resolution was read, so Mayor Alt called a recess at 6:46 PM to locate the correct Resolution.

After returning from Recess at 6:50 PM, Mayor Alt read the correct Resolution. He entertained a motion to adopt the Resolution of the City of Southport, North Carolina, Declaring Its Official Intent to Reimburse Expenditures Under United States Department of Treasury Regulations. Aldermen Carroll made a motion, which Aldermen Mosteller seconded. ***Unanimous Vote; the Motion was Carried.***

Mayor Alt stated that a motion would need to be made to enter the Public Hearings. Aldermen Mosteller made a motion to enter the Public Hearings on Turtle Bay Annexation and Rezoning, seconded by Alderman Lai. ***Unanimous Vote; Motion Carried.***

City Planner Mo Meehan briefly introduced the Annexation and the statutory requirement for a public hearing before any annexation or rezoning of land in City limits. Mayor Alt opened the floor for Public Comment.

2. Public Hearing: Annexation of Turtle Bay Property (M. Meehan/D. Dutton)

No Public Comment regarding the Annexation of Turtle Bay.

3. Public Hearing: Turtle Bay Planning Unit Development/Rezoning (M. Meehan)

City Planner Mo Meehan gave a brief presentation on the Master Plan for this development, provided for Turtle Bay, to the Planning Board. This is a 54-acre parcel, the same as the one requested to be annexed into City limits. The developer wants to rezone from Highway Commercial to PUD. Planner Meehan stated that both a traffic and environmental study were completed for this project. According to the UDO, the applicant has provided all required materials and duties for this rezoning.

Mayor Alt allowed for public comment regarding this public hearing topic.

Carolyn Hank, 5485 Old Baker Ave., is concerned with the zoning changes and the effects of the new Turtle Bay development on her home and Southport. She asked if the City had required them to do a traffic study and an environmental study. She is very concerned about the safety of the traffic pattern outside her home, the protection of the wildlife she sees around her property, and where the development will be.

Ronald Thompson, 115 Thompson Dr., stated that the City needs to practice more transparency regarding significant changes such as annexations and rezonings. The rezoning can affect not just the property owner requesting it but also the entire city in the future. The Board of Aldermen may change, but residents who live in Southport full-time will have to deal with the long-lasting effects of decisions and changes made now. He urges the Aldermen to take a careful step in analyzing the rezoning, before voting it into place.

Mayor Alt stated that if there were no more public comments, the public hearing on this topic would be complete, and the Board would decide at the next regular Board meeting. Mayor Alt proposed a motion to leave the Public Hearings. Aldermen Mosteller motioned to leave the Public Hearings, and Aldermen Spencer seconded the motion. ***Unanimous Vote; Motion Carried.***

4. Budget Presentation (B. Therrien and D. Dutton)(REMOVED)

5. Rights-of-Way Discussion and Decision-Staff Recommendation (D. Dutton)

Assistant City Manager Dutton gave a brief presentation regarding the Right of Way issue, previously presented and discussed during the March 11, 2024 Special Board Right-of-Way Workshop. She stated the several options the Board has to remedy the situation. After some discussion, the four-page document presented to the Board in February of 2024 was proposed for adoption as an Ordinance by motion. Mayor Pro-tem Kelley motioned to approve the document, with Aldermen Mosteller's recommendations. Aldermen Carroll seconded the motion; ***Aldermen Spencer and Davis were a no; but all others were in favor. Majority rules, motion carried.***

Manager Therrien stated that she would clean up the document. Assistant Manager Dutton stated that the document and a text amendment for the UDO would be prepared, codified, and presented to the Planning Board for review.

6. Call to Public Hearing: Setback Encroachments Text Amendment (M. Meehan)

Mayor Alt asked that City Planner Mo Meehan come up and explain why a public hearing was needed.

City Planner Meehan stated that this concerns an encroachment text amendment that started last September. The text has changed, so they would like to call a Public Hearing to present the new language before it is voted on.

Mayor Alt entertained a motion to call a public hearing on June 11, 2024, for the amendment Section 3.9.B of the UDO. Aldermen Carroll made a motion to call the public hearing, seconded by Alderman Lai. ***Unanimous Vote; Motion Carried.***

7. Next Steps—Old City Hall and HICAPS (B. Therrien)

City Manager Therrien stated that on April 30th, the HICAPS building consultant came to the Board with the findings of the environmental review of Old City Hall. HICAPS gave a price of \$8500 to begin the bidding process. The deliverables from this service would include a full set of bid documents, specs, abatement, permit applications, and an updated budget based on construction, drawings, and RFQ for the contractors. It would take roughly a month to complete. She recommended taking the \$8500 from the Administrative Contingency Fund.

Mayor Alt asked Manager Therrien if they had allotted the funds for a review of the building's structural integrity. Manager Therrien stated they had not, but at this point, HICAPS does not want to do the structural review until the environmental review has been completed. The bid documents would include the price for the structural review.

Aldermen Davis stated that this is a multi-step process. They would approve the funds to have HICAPS write up the specifications for bidding for the environmental assessment.

After some additional discussion, Mayor Alt entertained a Motion to approve the use of \$8500 from the administrative contingency fund to allow HICAPS to develop a request for qualifications so that the City can begin receiving pricing for the environmental abatements on the Old City Hall Building. Aldermen Carroll made a motion, seconded by Aldermen Lai. ***Unanimous Vote; Motion Carried.***

J. Committee Reports

Aldermen Mosteller gave an update for the Forestry Committee. Their most recent workday went well. She asked if the Mayor or Mayor Pro-tem could attend the interviews for the applications for reappointment on Monday, May 13, 2024. Mayor Pro-tem Kelley stated she would attend.

Aldermen Davis gave an update for the Parks and Recreation Committee. She stated that there was no Vice Chair, and another committee member would be filing in. Five applications for reappointment are pending, and Deputy Clerk Shannon is working on scheduling interviews.

Mayor Pro-tem Kelley stated that the Planning Board had been very busy, and that sign ordinance and other changes would be coming soon for the Aldermen to review.

Aldermen Spencer stated that he was absent from the last Cemetery Committee meeting but that the Committee wanted to come to a Board meeting to present some of their new ideas.

Aldermen Lai stated that the ABC Board's financials are looking good, and that the Bourbon Lottery would be soon.

K. Manager's Report

Manager Therrien gave a quick update of things that citizens should be aware of. The Comprehensive Master Plan survey is on the City's website, it is up until June. Franklin Square Park Survey is on the website until the end of May. The 2024 Hurricane Expo will be Monday, May 13, 2024, at 5:00 P.M., and will be highly beneficial for citizens to come learn.

Manager Therrien then announced the employment anniversaries of city employees, including Jackie Smith's (5 years), Kelley Tooley's (2 years), Jackson Francis's (2 years), and Officer Eric Mahoney's (1 year).

L. Mayor's Comments

Mayor Alt stated that the Board will be scheduling a special workshop regarding the Stormwater Plan, and as soon as a time and date is set, it will be advertised to the public.

Aldermen Davis also wished to discuss the multiplier plan/formula created by former Planner Travis and see if the Board could make it more realistic.

M. Board Comments

Aldermen Spencer wished Planning Board member Will Hewett a Happy Birthday.

Mayor Pro-tem Kelley had a conflict with the budget workshop date for Wednesday, May 15, 2024. The Aldermen, after a brief discussion, decided to move the meeting to Tuesday, May 14, 2024 at 11AM.

Aldermen Davis welcomed City Clerk Sara Thomas back from her absence. She also stated that the Memorial Day holiday was coming up soon, and there would be a parade in Southport. That would be followed by lunches served by the American Legion. Then, the daily flag lowering will begin until Labor Day.

Aldermen Mosteller stated that she had just finished the most recent Fire Academy, and that applications for the Fall Citizen's Fire Academy are still being collected. She recommends the Fire Academy to everyone.

N. Closed Session

Mayor Alt read the Statute regarding the Closed Session:

Closed Session NCGS 143-318.11 (a)(3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded.

Aldermen Lai made a motion to enter the Closed Session regarding Attorney/Client Privilege, seconded by Aldermen Carroll. ***Unanimous Vote; Motion Carried. 8:22 P.M.***

Aldermen Spencer made a motion to return from Closed Session, seconded by Aldermen Davis. ***Unanimous Vote; Motion Carried.***

O. Adjourn

There was no other business or comments. Mayor Alt requested a motion to adjourn the meeting.

Motion to adjourn by Alderman Carroll, seconded by Alderman Mosteller. ***Unanimous Vote; Motion Carried.***

Adjourn—9:40 p.m.

Mayor, Richard Alt

City Clerk, Sara M. Thomas



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: May 21, 2024

DEPARTMENT: Board of Aldermen

PRESENTED BY: Bonnie Therrien, City Manager and Mayor Rich Alt

ITEM SPONSORED BY: Board of Aldermen

ITEM/TOPIC: Cancellation of July 1st Board Meeting

COST: Not Applicable

BUDGET LINE ITEM: Not Applicable

JUSTIFICATION: Your first Regular Board meeting in July is Monday, July 1st at 9 am. With the July 4th festivities in full swing and many people away for the holiday, Mayor Alt and I thought it would be wise to cancel this meeting, and if there needs to be a Special Meeting later, then we will schedule it for specific topics that need immediate attention.

IMPACT IF NOT APPROVED: The July 1st Regular Board Meeting will be held at 9 am.

DEPARTMENT HEAD COMMENTS: Not applicable

CITY MANAGER COMMENTS: I agree with cancelling the July 1st meeting as so many of the staff members are involved with the festivities and many employees are on vacation during this time. The public is also involved with the festivities.

ATTACHMENTS: None

REQUESTED ACTION: Cancel the July 1 2024 Regular Board Meeting

PROPOSED MOTION: Motion to cancel the July 1 2024 Regular Board Meeting



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: June 5, 2024

DEPARTMENT: Parks and Recreation/Engineering

PRESENTED BY: Bob Jarvis – City Engineer, Heather Hemphill – Parks and Recreation Director

ITEM SPONSORED BY: Parks and Recreation/Engineering

ITEM/TOPIC: Kayak Launch – Funding Appropriation

COST: \$183,000

BUDGET LINE ITEM: 232373005800

JUSTIFICATION:

In September 2022 the Southport Board of Aldermen adopted a resolution in support of City staff pursuing an NC DEQ, Division of Coastal Management grant to assist with funding the construction of a kayak launch on property currently owned by Morningstar Marina.

The grant was approved by the NC DEQ, Division of Coastal Management. The approved grant acknowledged a construction budget of \$183,000. The Public Beach & Coastal Waterfront Access Program Grant funding provides up to \$141,000 reimbursement toward the total construction cost. Southport Marina, Inc. committed to providing an additional \$25,000 toward the construction which we have received in escrow. The City is responsible for the remaining \$17,000. The grant Contract between the City and NCDEQ was executed in May of 2023.

During preparation of the grant application, quotes for the kayak launch construction were sought from three contractors and the lowest estimate was from McPherson Marine. The total cost, excluding construction contingency, was \$130,548.

Staff is requesting that the Board approve the spending of up to \$183,000 for construction of the kayak launch and executing a Contract with McPherson Marine for their work.

IMPACT IF NOT APPROVED: If not approved, the kayak launch will not be constructed.

DEPARTMENT HEAD COMMENTS: It is recommended that the Board of Aldermen approve the spending of an amount not to exceed the approved total construction cost and enter into a Contract between the City and McPherson Marine, in order for the kayak launch to be constructed, offering residents and visitors a much-needed recreational option.

CITY MANAGER COMMENTS: I agree with this recommendation in hiring McPherson Marine to begin construction so we can move forward with this project and have it open as soon as possible.

ATTACHMENTS: None.

REQUESTED ACTION: Approve the requested spending and execution of a contract for the construction of the City's kayak launch, with McPherson Marine.

PROPOSED MOTION: Motion to approve spending for construction of a kayak launch in an amount not to exceed \$183,000 and execute a contract between the City of Southport and McPherson Marine for construction of the kayak launch and related amenities.



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: 6/5/2024

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, Aldermen, 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

Phone: 910-253-2298

Email: david.howard@brunswickcountync.gov

Website: www.brunswickcountync.gov

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



David Howard | Local Health Director

Brunswick County Health Services

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

Phone: 910-253-2298

Email: david.howard@brunswickcountync.gov

Website: www.brunswickcountync.gov

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



David Howard | Local Health Director

Brunswick County Health Services

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

Phone: 910-253-2298

Email: david.howard@brunswickcountync.gov

Website: www.brunswickcountync.gov

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

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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

CAUTION

HARMFUL POLLUTANTS MAY BE PRESENT
IN THIS WATER:



USE OR CONTACT MAY CAUSE SERIOUS HARM
TO HUMANS AND ANIMALS

Retention Pond

A retention pond helps limit flooding
by collecting and storing stormwater runoff.

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

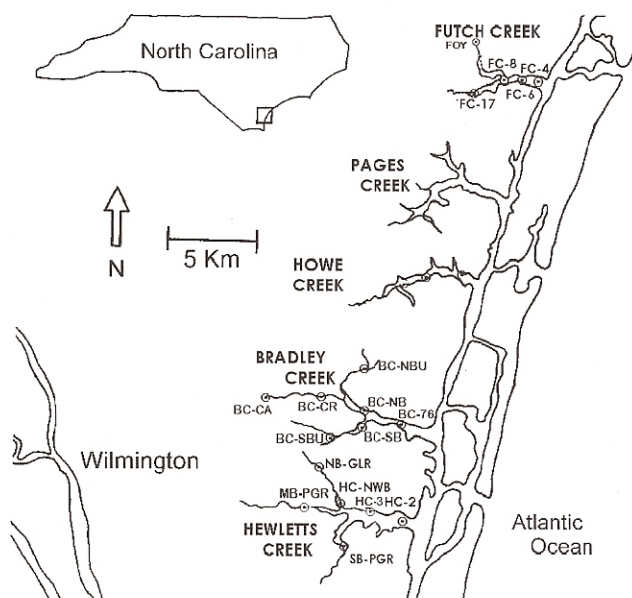


FIG. 1. Tidal creek system in New Hanover County, North Carolina, USA, showing sampling sites.

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

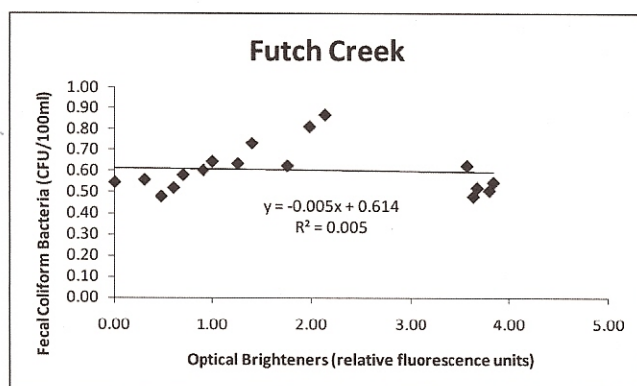


FIG. 2. Scatter plot displaying the non-significant relationship between optical brightener values and fecal coliform bacteria at Futch Creek.

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

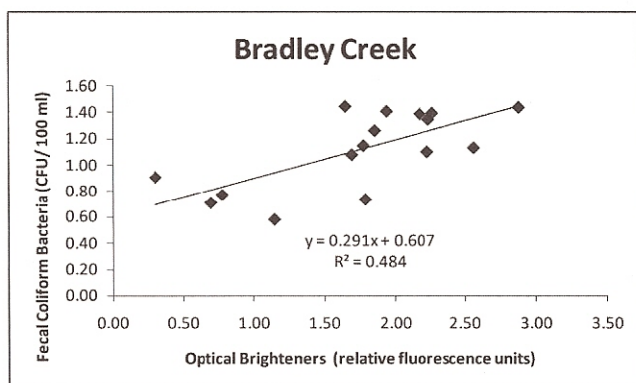


Fig. 3. Scatter plot displaying the positive relationship between optical brighteners and fecal coliform bacteria at Bradley Creek.

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

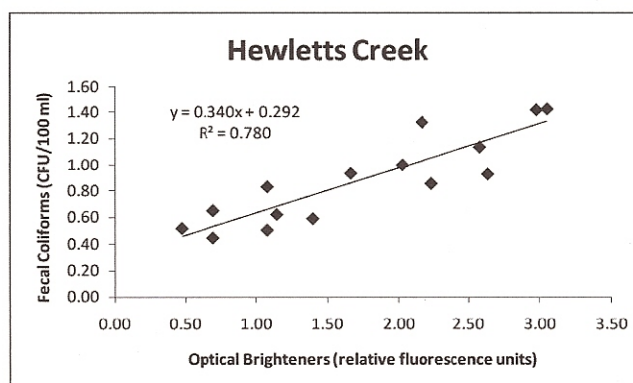


Fig. 4. Scatter plot displaying the positive relationship between optical brighteners and fecal coliform bacteria at Hewletts Creek.

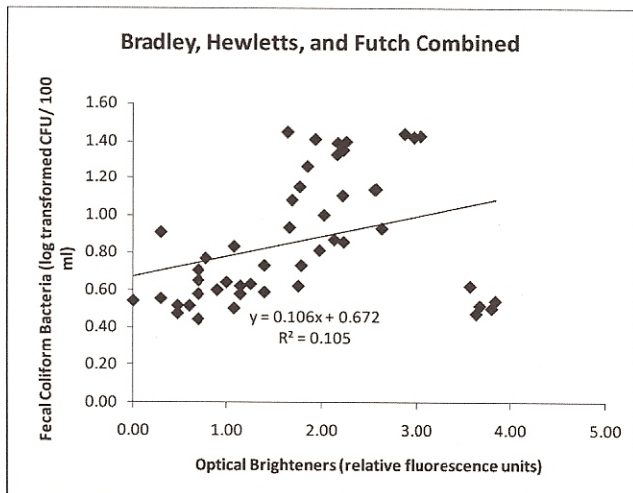


FIG. 5. Scatter plot of optical brightener values vs. fecal coliform bacteria when data from all three creeks were combined.

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.

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Received 23 February 2008

WARNING



**BLUE-GREEN ALGAE MAY BE
PRESENT IN THIS POND**

KEEP OUT OF THE WATER

**UNSAFE FOR PEOPLE AND
PETS**

**ALGAS AZUL-VERDES
PUEDEN ESTAR PRESENTES
EN ESTE ESTANQUE/LAGO**

**MANTÉNGANSE FUERA DEL
AGUA**

**INSEGURO PARA PERSONAS
Y MASCOTAS**

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*

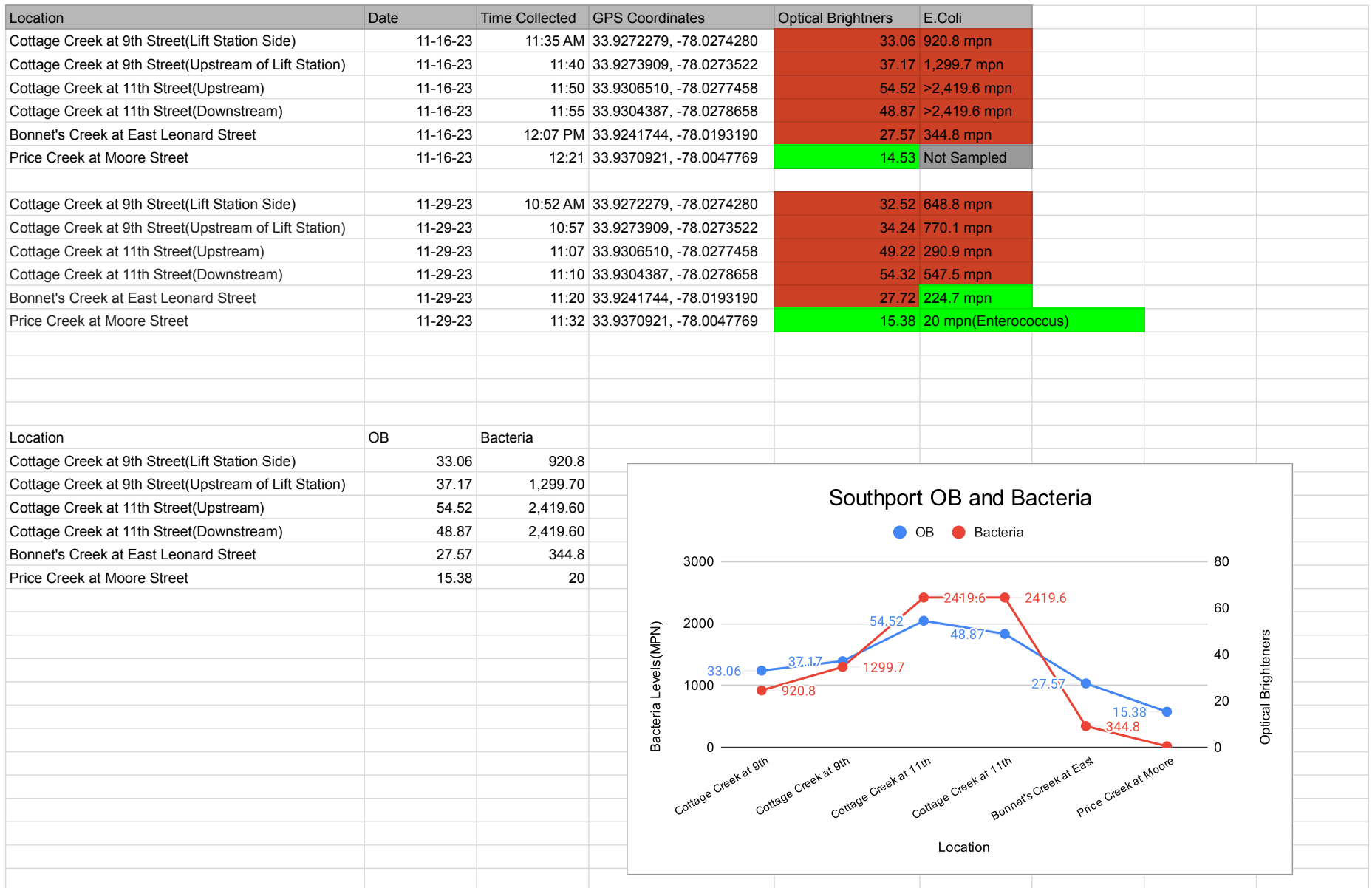
Poultry: 0

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: May 22, 2024

DEPARTMENT: Parks and Recreation/Public Services

PRESENTED BY: Bonnie Therrien, City Manager; Heather Hemphill, Director of Parks and Recreation; Chief Todd Coring; Tom Stanley, Director of Public Services

ITEM SPONSORED BY: Parks and Recreation and Public Services

ITEM/TOPIC: Petition Against Proposed Bay Street Parking

COST: \$4800.00

BUDGET LINE ITEM: 10-05-4511-2600 (Public Services)

JUSTIFICATION: Ever since Kingsley Pier reopened, we have noticed that there is more foot traffic and use of the pier area. Currently parking for the pier and park is limited to two spots and we could use more parking spaces in that area. The police have noted that there have been several times that residents and visitors are parking in the road as there is no ROW available to park. Heather Hemphill, Tom Stanley, Tom Zilinek, and Chief Coring have been studying this area as outlined on the attached map to install additional parking once the fence on the ROW has been moved back off of the ROW.

On May 17th, the City Clerk and I received the attached petition from area residents asking that parking not be placed in this area. Those who signed the petition have been notified to attend this meeting to give you their thoughts.

IMPACT IF NOT APPROVED: This area of Bay Street would remain the same.

DEPARTMENT HEAD COMMENTS: Not applicable

CITY MANAGER COMMENTS: The staff and I would like to recommend that car parking spots be placed along Bay Street so we have more spots for parking and better parking for those wanting to use Kingsley Park and Pier.

ATTACHMENTS: 1) Map of the proposed parking area
2) Copy of the residents' petition against the parking area

REQUESTED ACTION: Discussion only

PROPOSED MOTION: Discussion only

**PETITION OF OPPOSITION TO PROPOSED PARKING AREA AT
416 E. BAY ST.**

May 9, 2024

WHEREAS THE CITY OF SOUTHPORT HAS PROPOSED THAT A NEW PARKING AREA FOR KINGSLEY PARK SHOULD BE CONSTRUCTED AT THE FRONT OF A NEWLY CONSTRUCTED RESIDENTIAL HOUSE AT 416 E. BAY ST., THE UNDERSIGNED RESIDENTS ARE PUTTING FORTH OUR OPPOSITION FOR THE FOLLOWING REASONS:

- 1) THE PARKING ALREADY DESIGNATED ON KINGSLEY STREET IS PRESENTLY UNDERUSED AND ADDITIONAL PARKING IS NOT NECESSARY. PRESENT PARKING CAPACITY IS 12 PLACES INCLUDING 2 HANDICAP PARKING SPACES. PARKING IS NOT A PROBLEM FOR KINGSLEY VISITORS. ADDITIONAL PARKING IN THIS AREA WILL NOT SUPPORT DOWNTOWN BUSINESSES, RESTURANTS, OR SHOPPING.
- 2) THE PROPOSED PARKING ADJOINS THE FORTNEY PROPERTY ON E. BAY ST. THIS IS A NON-POSTED WATER SKIRT WITH TABLES AND SEATING USED BY FAMILY, NEIGHBORHOOD AND SP COMMUNITY MEMBERS. THIS NEW PARKING WILL BE AN ATTRACTIVE NUISANCE ENCOURAGING VAGRANCY AND MISUNDERSTANDING FOR WHICH PARK THE SPACES ARE INTENDED. THE PROPOSED PARKING IS CLOSER TO THE WATER SKIRT THAN KINGSLEY.
- 3) THIS PROPOSED PARKING WILL BE UNUSEFUL AND EVEN DEGRADING TO THE NEIGHBORHOOD, ESPECIALLY TO THE PROPERTY AT 416 E. BAY BUT ALSO TO THE OTHER 7 RESIDENCE IN THE 400 BLOCK OF E. BAY ST.
- 4) IN ADDITION TO THE EXPENSE TO THE CITY FOR THIS PROJECT AND ON-GOING MAINTENANCE BURDEN, THERE IS AN ENVIROMENTAL CONCERN WITH WATER DRAINAGE. THE CITY, IN ITS WISDOM UNDER THE GUIDANCE OF LATE MAYOR CASH CAROON, PLACED A CURB ON THE SOUTH SIDE OF E. BAY ST. WHICH HAS BEEN HELPFUL IN HEAVY RAIN AND STORMS PREVENTING EROSION. THE CURB WILL BE REMOVED FOR THE PARKING GRAVEL WHICH WILL WASH INTO THE ROAD.

IN SUMMARY, THIS PARKING IS NOT NEEDED, UNWANTED, AND A NUISANCE. PLEASE VOTE TO STOP THE PROJECT.

Kidney R. Fortney
Ganie Fortney
Barbara M. Fortney
Angie Adams
[Signature]
John Atkins

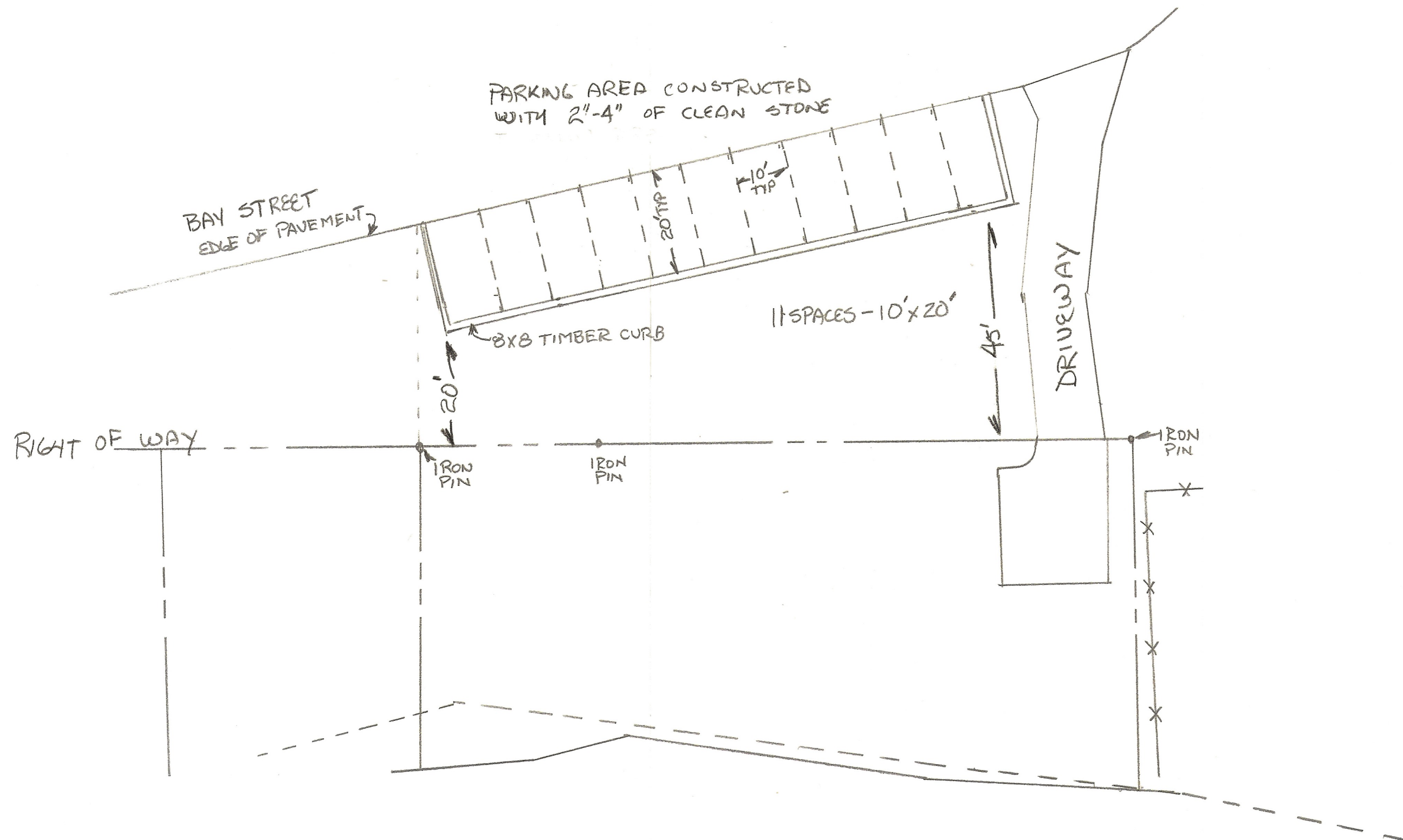
413 E. 13th St.
910-523-2493
405 E. Bay St *910-457-4839*
410 E. Bay St *217-730-1434*
(safety issues only) *417 E. Bay St.*
106 Kingsley DR. *404-432-1970*

PETITION OF OPPOSITION TO PROPOSED PARKING AREA AT
416 E. BAY ST.

Dejise B Russell 416 E Bay 910-228-6785
Hawd L Russell 416 E Bay 910-262-8876

By Request in absentia

- 1) Nathaniel Lambeth 409 E. Bay St 914-556-0554
- 2) Elaine Lambeth 409 E. Bay St 914-556-0559
- 3) Dr Robert Zaski 401 E Bay St 910-231-6470
- 4) Dondi Ramsey 406 E. Bay St. 252-205-1398





BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: 6/5/2024

DEPARTMENT: Electric Department

PRESENTED BY: Larry Ditton, Electrical Superintendent / Darryl Forster, Crown Castle

ITEM SPONSORED BY: Electric Department

ITEM/TOPIC: Municipal Pole Attachment Agreement – Presentation providing additional detail of installation as requested by the Board of Alderman

COST: None

BUDGET LINE ITEM: N/A

JUSTIFICATION: According to City Attorney Herman, by State Law municipalities do have to allow these poles and communication antennas in ROWs but you can ask for certain types of antennas and poles to be installed so it is aesthetically pleasing. You can also request another location be found in a ROW if one location does not meet your expectations.

IMPACT IF NOT APPROVED: A 5G communications company could establish poles and install communications antennas in areas identified to be undergrounded electrical locations.

DEPARTMENT HEAD COMMENTS: By NC Law; we must allow telecommunications companies set-up their infrastructure in our ROW's or Co-locate on our Streetlights. With proper documentation, they would not be able to set poles within the City without coordinating with the Electric Department to ensure device placement is aesthetically acceptable and does not to interfere with the Load Management and other communications infrastructure.

CITY MANAGER COMMENTS: I recommend you move forward with this but make sure the look of the poles and communications infrastructure meets your approval and the ROW areas is conducive to the neighborhood where they would be erected

ATTACHMENTS:1) Crown Castle Municipal Pole Attachment as revised by Brady.

2) Information from Crown Castle including options for antennas and poles

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

PROPOSED MOTION: Motion to approve an ordinance protecting our undergrounded rights of way and protecting the City's established communication network(s) with Telecom companies and approve the Crown Castle PAA as revised and recommended by City Attorney Herman.

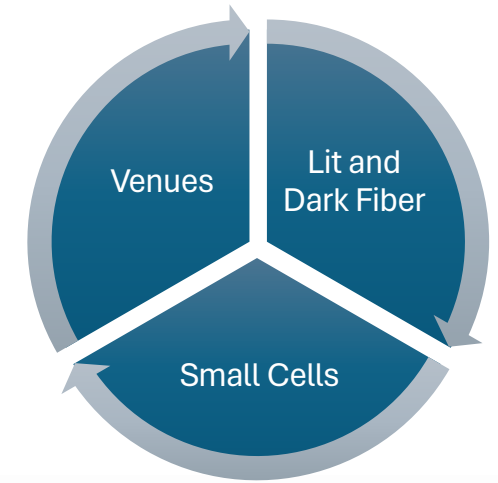
Southport Small Cell Build

May 2024

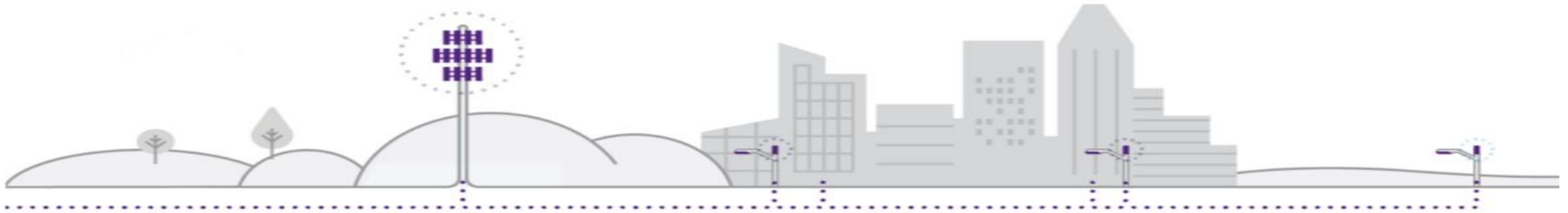
The pathway to possible.

Meeting Agenda:

- **Crown Castle Introduction and Overview**
- **Proposed New Build Area in Southport**
- **Existing Node Location Examples**
- **Q&A**



SHARED INFRASTRUCTURE MODEL



Venues

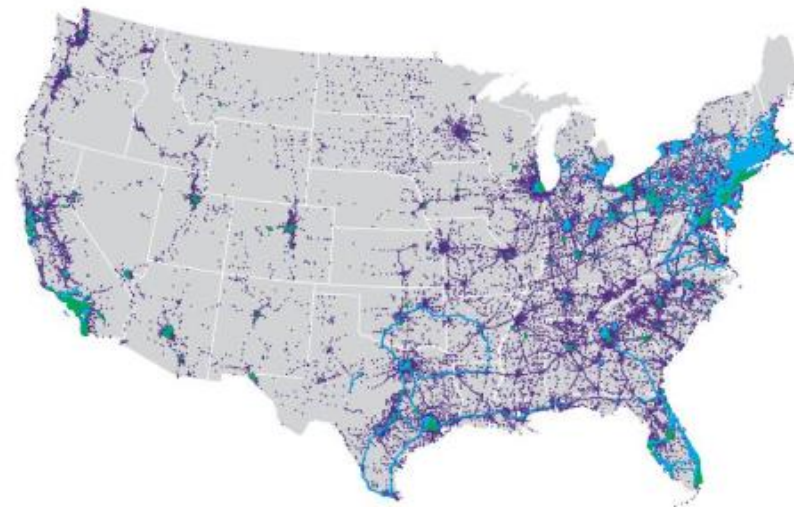
Airports, Stadiums etc.

Small Cell

Over 1000 Small Cells in NC

Enterprise Fiber

Dark Fiber Enterprise NC

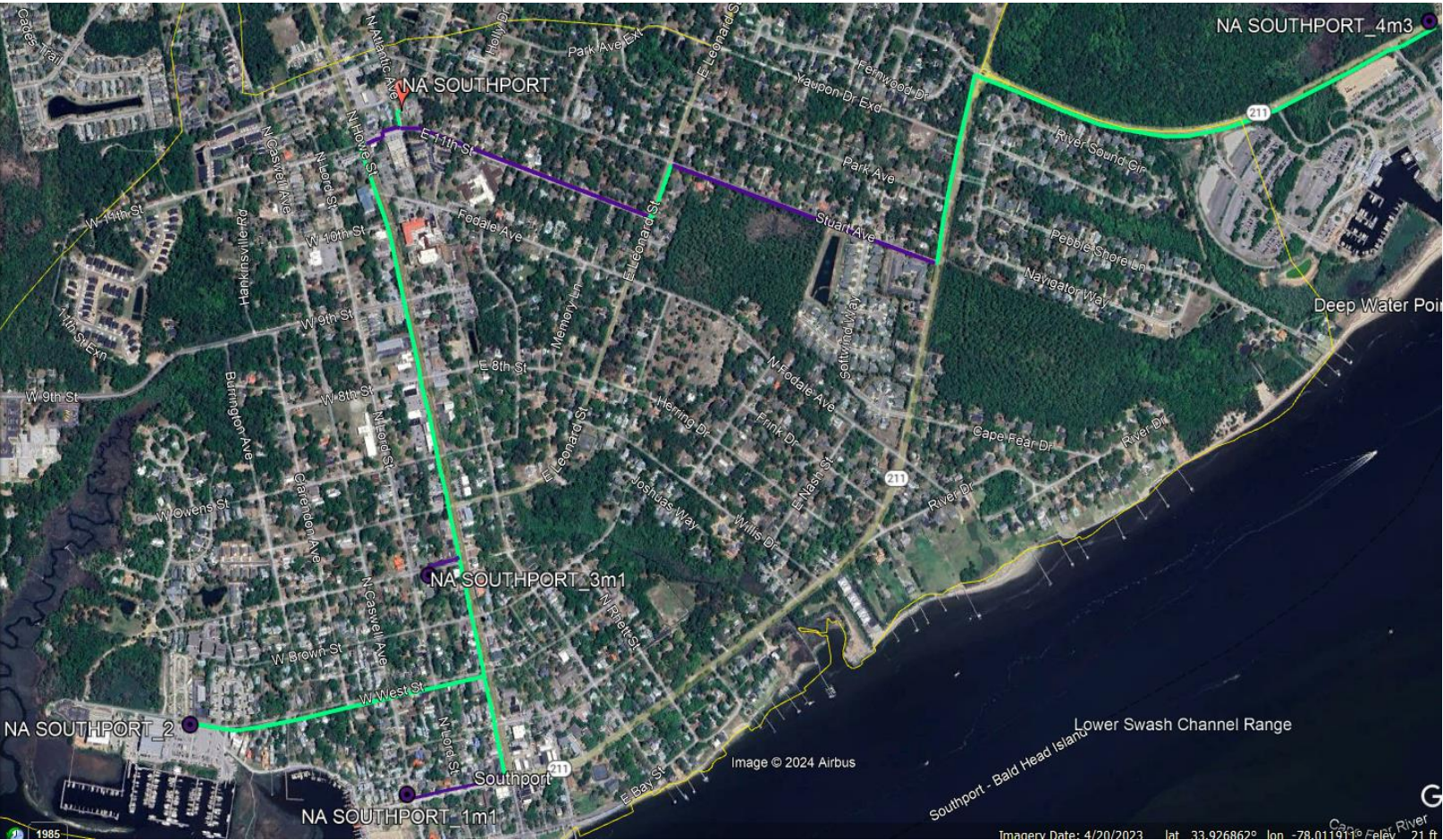


40K+
towers

~120K
small cells on air
or under contract

~85K
route miles of fiber
or under contract

Proposed Rapid Segments – Southport, NC



Locations: East 11th St, Stuart Ave, George St, & Moore St.

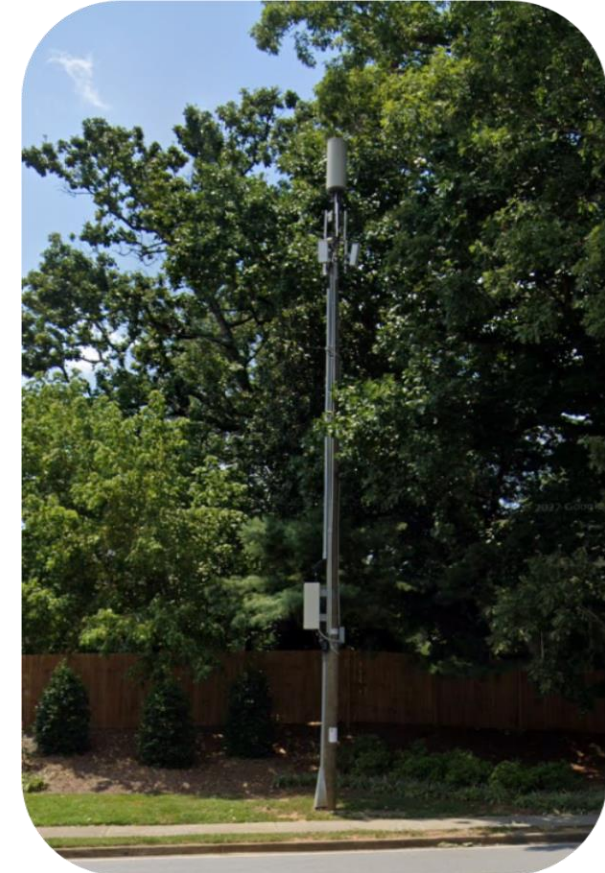
Dependent Node(s):

NA SOUTHPORT_1m1,
NA SOUTHPORT_2,
NA SOUTHPORT_3m1,
NA SOUTHPORT_4m3

Total Rapid Footage: ~5586'

Proposed Rapid Connect
Standard OSP build

Existing Similar Small Cell Locations



Introducing Rapid Connect.

The next evolution of fiber deployment.

PRIVILEGED & CONFIDENTIAL

Not to be shared with third parties or publicly without written permission from Crown Castle.

The pathway to possible.

We've built on our network deployment experience to create **added benefits**.



Safer



**No risk of
utility strikes**



Simpler



**No need to plan for road, lane
or sidewalk closures with a
smaller crew and equipment**



Faster



**One-pass process
enables simultaneous
start and restoration**



Greener



**Fully-recyclable waste
and reduced noise pollution**

We partnered with Corning on a new process that makes network expansion less disruptive.

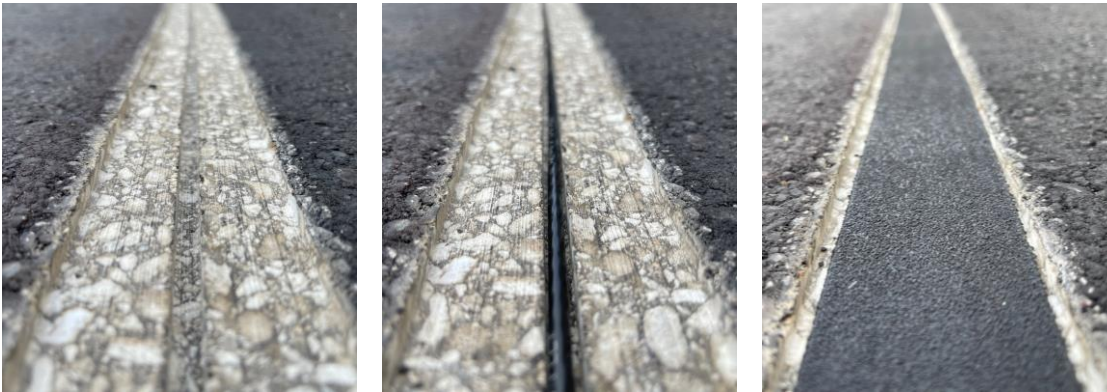
- **Meet the highest standards of safety**
- **Use a simplified process**
- **Minimize disruption**
- **Blend into the existing streetscape**



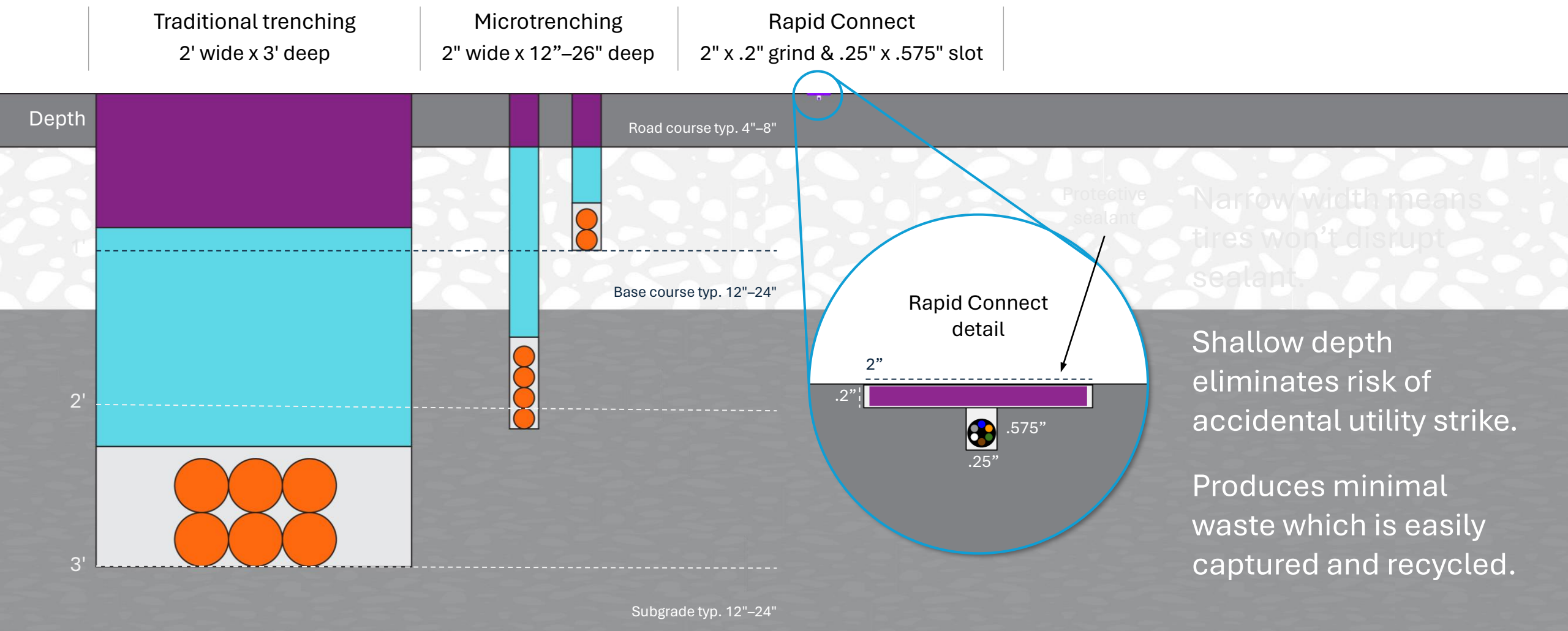
Corning, a Fortune 500 company, is one of the world's leading fiber manufacturers.

Introducing a better way to deploy fiber.

- Rapid Connect uses a small moving crew and safety vehicles to simultaneously cut, place and seal underground fiber—without shutting down traffic.



Rapid Connect is less invasive.



Scaled Comparison of UG Models

The specialized machines that make it possible.

- Custom-designed for this application, the Pathway Creation Machine operates below the OSHA-required limits for dust control and noise (<85dBm).
- The Network Creation Machine simultaneously places the cable and restores the trench.
- Cuts a narrow 2" wide pathway with a 5/8" deep central slot
- Removes any debris
- Lays fiber in slot
- Applies and pressure-activates sealant



Ultra-durable road sealant keeps fiber protected.

- 2" strip is pressure-activated so it melds into the road over time
- Exceeds requirements for ASTM D4505 for preformed roadway marking material
- Safely accommodates traffic from snowplows, car tires, bikes and more
- Can be easily removed and replaced as needed during roadway mill and overlay
- Ultra-durable and long lasting



Fiber vaults route fiber from the street to businesses and 5G nodes.

- Only requires a small 11" core in the concrete flag
- Vault meets the H-20 standard and does not exceed the depth of the sidewalk.
- Fiber drops extend from the vault in a 1" wide pathway to feed existing nodes



Thank you

For further information please contact:

- Darryl Forster
- 404.210.7012
- Darryl.forster@crowncastle.com

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), Licensors shall have ten (10) business days to review and determine whether an application is complete. If Licensors determine that an application is not complete, Licensors must specify to Licensee any deficiencies. Upon receipt of Licensee's resubmission, Licensors will have five (5) business days to review the resubmitted Application. Once Licensors have received a completed application from Licensee, Licensors 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 Licensors Facilities, or for Applications seeking to attach Small Wireless Facilities to 50 or more Licensors Facilities, Licensors may require additional time to review. Licensors'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. Licensors 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, Licensors shall issue a Permit to Licensee in accordance with the timeframe in subsection (i) above.

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

iv) Licensors 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 Licensors shall identify those factors in the Make-Ready estimate and the parties shall agree upon a reasonable timeframe for completion. Alternately, Licensors 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, Licensors 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, Licensors shall invoice Licensee for Licensors'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 Licensors, 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 Licensors, Licensors will have (60) days from the completion of Make-Ready to refund the overpayment to Licensee.

c) Exceptions to Permitting: Licensor 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 Licensor of its intent to Overlash fifteen (15) days prior to the planned Overlash installation. If after receiving Licensee's notice, Licensor determines that the Overlash would create a capacity, safety, reliability, or engineering issue, Licensor 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. Licensor may not charge a fee to the Licensee for Licensor's review of the proposed Overlash.

5) Annual Fee for Access

a) Annual Fee Calculation: To compensate Licensor for Licensee's use of Licensor Facilities, Licensee shall pay to Licensor the following annual fee(s), as applicable: (i) for Licensee's Fiber Facilities, an amount equal to Ten Dollars (\$10) for each Licensor 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 Licensor 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 Licensor Facility shall be \$50. Licensee's vertical cable runs on the Licensor Facility shall not be included in the calculation of the amount of space actually occupied by the Small Wireless Facility.

b) Annual Fee Payment: Licensor 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. Licensor represents and covenants that it exclusively controls all Licensor 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 Licensor of Southport in the right-of-way ("Public Project"), Licensee shall relocate or adjust the Licensee Facilities at no cost to Licensor. Licensor shall provide at least ninety (90) days' written notice for such Licensee relocation. If Licensee fails to timely relocate the Licensee Facilities, Licensor may relocate Licensee Facilities at Licensee's sole cost and shall notify Licensee promptly upon completion. Licensor 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 Licensor moves any portion of its aerial system underground, Licensee shall remove its Licensee Facilities from any of Licensor's affected poles or Licensor Facilities within ninety (90) days of receipt of notice from Licensor. If Licensee does not remove its Facilities within ninety (90) days, Licensor 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. Licensor shall be responsible for keeping all Licensor Facilities in good order and repair, including, where necessary, the replacement of any damaged or defective Facilities.

b) Damage to Licensor Facilities: If Licensee materially damages any Licensor 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 Licensor 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 Licensor. Upon receipt of the demand for payment, Licensee shall promptly reimburse the Licensor for such cost within thirty (30) days of receipt of a written invoice.

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

d) Casualty: In the event of damage to a Licensor Facility rendering it unusable for the support of Licensee Facilities (collectively, "Casualty"), applicable Annual Fees shall abate during the period the Licensor 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 Licensor Facility by written notice to Licensor. Licensee's obligation to pay Annual Fees with respect to the Licensor Facility shall terminate upon such notice.

e) Reinstallation of Facilities: Following replacement of a Licensor 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: 6/5/2024

DEPARTMENT: Board of Aldermen/Administration

PRESENTED BY: Bonnie Therrien, City Manager

ITEM SPONSORED BY: Board of Aldermen/Administration

ITEM/TOPIC: Contract Extension with Bonnie Therrien and Hourly Agreement

COST: Unknown

BUDGET LINE ITEM: Administration Budget

JUSTIFICATION: The Board has asked me to stay on for another month to help our new City Manager, Stuart Turille, successfully transition working for the City. The additional month would be with the same terms I presently have in place (see attached). The new proposed agreement would be the rate of pay I would receive if I were to be called back to work on City projects or must follow up with any litigation, lawsuits, etc. as determined by the City Manager and City Attorney. I had a similar agreement when I left my Interim position in Connecticut. City Attorney Herman has reviewed and approved this document.

IMPACT IF NOT APPROVED: No transition will take place between the current and new City Managers and I will not be involved with any future projects or litigation that will occur with the City.

DEPARTMENT HEAD COMMENTS: Not applicable

CITY MANAGER COMMENTS: In my experience, it is extremely unusual that the incumbent City Manager is able to assist the new City Manager with getting up to date with all of the City projects, information on Boards and Committees, outstanding agenda items, and goals of the Board that need to be achieved. Mr. Turille and I have already talked about the need for me to finish up the evaluations for the year of Department Heads, so he doesn't have to do those when he doesn't know the personnel well at all. I will be finishing these up in July. This agreement would also allow me to be paid if there is a lawsuit, litigation or any testimony needed in a legal matter that I have knowledge of and would be representing the City.

ATTACHMENTS: 1) Current Contract with Bonnie Therrien
2) Proposed Agreement with Bonnie Therrien for future work.

REQUESTED ACTION: Extend the current contract of Bonnie Therrien one month until July 31, 2024 and approve the Assistance Agreement with Bonnie Therrien to be paid on an as needed basis.

PROPOSED MOTION: Motion to extend the current contract of Bonnie Therrien one month until July 31, 2024 and approve the Assistance Agreement with Bonnie Therrien to be paid on an as needed basis for any future project work as requested by the City Manager or any legal matters where her testimony is needed.

EMPLOYMENT AGREEMENT

This Agreement, made and entered into this 10th day of February 2023, by and between the City of Southport, a North Carolina municipal corporation located in Brunswick County, hereinafter called "Employer," as party of the first part, and Bonnie Therrien, hereinafter called "Employee," as party of the second part, both of whom understand and agree as follows:

WITNESSETH:

THAT WHEREAS, Employer desires to employ Bonnie Therrien as city manager pursuant to North Carolina General Statutes Section 160A-147 and the charter and code of the City of Southport; and

WHEREAS, it is the desire of the Board of Aldermen, hereinafter called "Board," to provide certain benefits, to establish certain terms and conditions of employment, and to set working conditions of said Employee; and

WHEREAS Employee desires to accept said employment as city manager of the City of Southport in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1: Employment & Duties

Employer hereby agrees to employ Bonnie Therrien as City Manager of the City of Southport starting January 17, 2023 to perform the functions and duties as specified (i) in the charter of the City of Southport, (ii) in Section 160A-148 of the North Carolina General Statutes, together with (iii) all other legally permissible and proper duties and functions as the Board shall from time-to-time assign. Employee hereby accepts said employment and agrees to perform said duties and functions as set forth or incorporated herein.

SECTION 2: Term

The Employee shall begin work hereunder on January 17, 2023, and this agreement shall extend until June 30, 2024. Thereafter, Employer agrees to give Employee 30 days' notice of termination of Employee's employment. Notwithstanding this, the Employee shall serve at the pleasure of the Employer and nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of the Employee at any time, with or without cause, subject only to the provisions set forth in Section 3 of this agreement. In the event of said termination, all of Employee's rights are governed by the terms set forth in Section 3 hereof.

Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to seek other employment or resign at any time from her position with Employer, subject only to the provisions set forth in Section 3 of this agreement.

SECTION 3: Termination and Severance pay

- A. In the event the Employee is terminated or discharged by the Employer without just cause, or within (6) months after a general election, and during such time as the Employee is willing and

able to perform his duties under this Agreement, then, and in that event, Employer shall continue to pay to the Employee her then existing salary, together with all other benefits on the regular payroll schedule of the Employer either (I) until the expiration of the six (6) months from the date of termination or (II) until such a time as Employee accepts and commences employment with any other employer at the same or higher base salary as her existing base with the City of Southport whichever occurs first. In the event the Employee accepts and commences employment with another employer at a lower base salary, then, and in that event, the Employer shall pay to the Employee the difference between her existing base salary with the City of Southport and the base salary of her new employer for the remaining portion of the six (6) month period. Fringe and other benefits shall not be payable by the Employer to the Employee once Employee accepts and commences employment with any other employer.

Travel and car allowances, professional development expenses or any other similar payment or any other fringe benefit not specifically set forth in this section as payable upon termination shall not be payable as a part of any severance pay required hereunder.

Contemporaneously with the delivery of the severance pay hereinabove set out, Employee agrees to execute and deliver to Employer a full release which releases Employer from all claims that Employee may have against Employer. Likewise, Employer agrees to execute and deliver to Employee a release which releases Employee from all claims that it may have against him.

- B. In the event that the Employee is terminated for cause, including (1) arrest, indictment or conviction of any felony, (2) the commission of any illegal act involving personal gain to her, or the commission of any misdemeanor which involves moral turpitude, (3) using or possessing impairing substances while on duty or reporting to work while impaired, (4) failure to perform her duties in accordance with the ICMA Code of Ethics (5) carelessness or negligence with the funds of property of Employer or taking property of the Employer for her own personal use or for sale or gift to others, (6) inducing or attempting to induce other officers or employees to commit an unlawful act in violation of any law or regulation, or to disobey or disregard any lawful directive of the Board, (7) accepting any bribe, gift or token intended as an inducement to perform or refrain from performing any official act, or engaging in any act for the purpose of obtaining money or other things of value through her position as manager, (8) divulging confidential information concerning the Employer's business not authorized by law, (9) disregarding the lawful directives of the Board, or (10) violating the terms of this agreement, then, and in that event, Employer shall have no obligation to pay any sums whatsoever designated in the above paragraphs and Employee shall not be entitled to any severance pay and shall have no claim against Employer.

SECTION 4: Resignation

In the event Employee voluntarily resigns her position with Employer during the term of his employment, then Employee shall give Employer thirty (30) days written notice in advance, unless the parties agree otherwise.

SECTION 5: Disability

Notwithstanding Sections 3 & 4 herein, if Employee is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any sick leave, accrued as an employee of the City of Southport, Employer shall have the option to terminate this agreement upon payment to Employee of a lump sum equal to ten (10%) of her annual salary (subject to normal withholdings) and Employer shall have no further obligation or liability to Employee.

SECTION 6: Salary

Employer agrees to pay Employee for her services rendered pursuant hereto an annual base starting salary or \$145,000.00 (one-hundred forty-five thousand dollars), payable in installments at the same time as the other management employees of the Employer are paid. In addition to said salary, Employer shall pay to Employee \$300 per month as a car and transportation allowance which shall compensate Employee for all car and transportation expenses while traveling within Brunswick County. If Employee travels outside of Brunswick County during the course and scope of his employment, Employee shall utilize a city-owned vehicle and not be entitled to mileage reimbursement.

SECTION 7: Performance Evaluation

- A. The Employer shall review and evaluate the performance of the Employee within 6 months from the effective date of employment and annually thereafter and at such other times as determined by Employer. Said review and evaluation shall be in accordance with specific criteria developed by Employer. Said criteria may be added to or deleted from as the Employer may from time to time determine. Further, the Mayor shall provide the Employee with a summary written statement of the findings of the Employer and provide an adequate opportunity for the Employee to discuss her evaluation with the Employer.
- B. At such times as determined by Employer, the Employer and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the City of Southport and in the attainment of the Employer's policy objectives and shall further establish a relative priority among those various goals and objectives. Said goals and objectives shall be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.
- C. In effecting the provisions of this Section, the Employer and Employee mutually agree to abide by the provisions of applicable law.

SECTION 8: Vacation and Sick Leave

Employee shall be entitled to annual vacation leave in the amount of four (4) weeks. Employee shall also be entitled to accumulate up to a maximum amount of 240 hours of unused vacation time and to roll over excess vacation time to sick leave. Employee shall immediately be entitled to annual sick leave of two (2) weeks.

SECTION 9: Health Insurance

Employer agrees that Employee waives her need for health insurance.

SECTION 10: Other Benefits

Except as specifically addressed, set forth or modified herein, Employee shall be entitled to the same fringe benefits, including life insurance, as other permanent full-time employees of the City of Southport.

Employee shall be covered and governed by the same retirement system as all other non-public safety employees of Employer. In addition, Employer agrees to permit Employee to participate in either the City sponsored 401(k) plan or in an optional 401(k) or 457 plan and to provide a total contribution to the one plan of that amount provided for in the City of Southport personnel policy or 5% of Employee's gross annual salary, whichever is greater.

SECTION 11: Professional Development and Community Involvement

- A. The Employer hereby agrees to budget for and to pay the travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of the Employee, and to adequately pursue necessary official and other functions for the Employer, including but not limited to the annual conference of the North Carolina League of Municipalities Conference, the North Carolina City and County Management Association Conference, ICMA Conference and such other national, regional, state and local groups and committees thereof which Employee serves as a member in accordance with the existing policies.
- B. The Employer also agrees to budget and to pay for the travel and subsistence expenses of the Employee for short courses, institutes, and seminars that are necessary for her professional development and for the good of the Employer, in accordance with existing policies.
- C. Employer hereby encourages Employee to participate in local civic clubs and professional organizations such as ICMA and NCCMA. Employer agrees to pay for the reasonable professional dues for such organizations and pay Employee's reasonable expenses for attending out of town meetings related to said organizations upon prior notice and authorization by the Board.

SECTION 12: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 13: Miscellaneous General Provisions

- A. During her employment with the City of Southport, Employee shall not be employed by any other local, municipal or county government or agency and shall not engage in any activity which interferes with Employee's duties and obligations hereunder.

SECTION 14: Additional Terms and Conditions of Employment

The Employer may fix any other terms and conditions of employment as it may determine from time to time relating to the performance of Employee, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the City of Southport charter or any other law.

SECTION 15: Indemnification

The Employer shall, to the extent allowed by law, defend, save harmless, and indemnify the Employee against any tort, professional liability claim, demand or other legal action arising out of an alleged act or omission occurring during the course and scope of the performance of her duties as City Manager or resulting from the exercise of her judgment or discretion in connection with her duties or responsibilities as City Manager, unless such act or omission involved willful or wanton conduct or gross negligence.

Provided the Employee is entitled to indemnification pursuant to the preceding paragraph of this section, then:

1. The Employee may request, and the Employer shall not unreasonably refuse to provide reasonable legal representation at Employer's expense. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party.
2. The Employer shall indemnify employee against any and all losses, damages, judgements, interest, settlements, fines, court costs, and other reasonable costs and expenses of legal proceedings, including attorney fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of her duties, unless such act or omission involved willful or wanton conduct or gross negligence.

In any event, any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this section, to be available. If Employee is entitled to indemnification pursuant to this section, then Employer's obligation to pay all reasonable litigation expenses of Employee shall continue beyond Employee's service to the Employer for as long as such litigation is pending.

SECTION 16: General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law, beneficiaries, personal representatives and executors of Employee.
- C. This agreement shall become effective commencing January 17, 2023.
- D. If any provision or any portion thereof contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable and shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Southport has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its city clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.



CITY OF SOUTHPORT

A large, stylized handwritten signature in black ink, appearing to read 'Karen Mosteller', written over a horizontal line.

By Karen Mosteller, Mayor Pro-tem

ATTEST:

A handwritten signature in black ink, appearing to read 'Dorothy Sutton', written over a horizontal line.

City Clerk

A handwritten signature in black ink, appearing to read 'Bonnie Therrien', written over a horizontal line.

Bonnie Therrien, Employee

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (hereinafter "Agreement") is made by and between Bonnie Therrien, ("Ms. Therrien") and the City of Southport, North Carolina ("City") to address the compensation and reimbursement of certain expenses to be paid by the City to Ms. Therrien in connection with assisting the City with any work projects or with any testimony or related assistance proved by Ms. Therrien to the City in defending any administrative, quasi-judicial or judicial claims filed against either Ms. Therrien or the City starting from August 1, 2024;

WHEREAS, Ms. Therrien agreed to work for the City as City Manager for the period November 1, 2022 to July 31, 2024;

WHEREAS, during the performance of her duties and responsibilities as City Manager, Ms. Therrien has obtained information and/or been involved in conduct which has been or could be the basis for claims filed against the City, its elected or appointed officials, employees or representatives and agents;

WHEREAS, Ms. Therrien's knowledge in helping with City work projects and/or testimony regarding any such claims will assist the Town in defending claims and finalizing projects;

NOW, THEREFORE, in exchange for the consideration outlined below, Ms. Therrien and the City agree as follows:

1. Duty To Cooperate In Pending Matters. Ms. Therrien agrees to voluntarily cooperate with the City in connection with the fulfillment of City project work or any claims, charges, lawsuits in which Ms. Therrien's assistance is required by the City in defending any such claims. Specifically, included in this paragraph are any claims, charges, grievances, or lawsuits for which Ms. Therrien is subpoenaed by the City or any other person or entity to appear/attend.
2. Compensation For Assistance. For any time spent by Ms. Therrien providing assistance required under paragraph 1 above, Ms. Therrien shall be paid by the City at the hourly rate of \$75.00 for time spent in assisting the City in its defense of any such claims or lawsuits, including the time spent responding to subpoenas related to such claims or lawsuits. This would also include any project work that needed to be done as requested by the City Manager.
3. Reimbursement Of Reasonable Travel Expenses. The City also agrees to reimburse Ms. Therrien the cost of any pre-approved reasonable travel expense in connection with the project work, claims and litigation assistance referenced in paragraph 1 above. Examples of such travel expenses includes plane flights (coach rates only), lodging, rental car or other transportation (including reimbursement for mileage for her personal vehicle) and meals directly associated with time spent providing or preparing testimony or work products. Ms. Therrien agrees that she is to provide the City Manager and City Attorney with estimated travel costs, which estimate(s) must be pre-approved by either the City Manager or the City Attorney.
4. Indemnification. To the extent provided by North Carolina General Statutes, the City shall continue to defend and indemnify Ms. Therrien in any legal action which arose out of any acts or omissions occurring in the performance of her duties as City Manager.

5. Complete Agreement. Ms. Therrien agrees that other than the payments and reimbursements outlined in this Agreement, no other monies or payments are or will be owed to her in connection with any project work, testimony or assistance provided by her pursuant to paragraph 1 above. This Agreement constitutes the complete understanding between Ms. Therrien and the City. No other promises or agreements shall be binding or of any effect unless signed by the Parties.
6. Severability of Provisions. In the event that any term or provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall apply only to the specific term or provision found invalid or unenforceable and shall not render invalid or unenforceable any other term or provision of this Agreement.
7. Choice of Law and Venue. This Agreement is to be construed according to the laws of the State of North Carolina. Further, the Parties agree that any claim or dispute arising out of this Agreement shall be adjudicated in state or federal court within the State of North Carolina and Ms. Therrien consents to the exercise of personal jurisdiction over her of any such court having subject matter jurisdiction of the claim or dispute.

The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below.

THE CITY OF SOUTHPORT

BONNIE THERRIEN

Honorable Rich Alt , Mayor

Bonnie Therrien

Date: _____

Date: _____

ATTEST:

Sara Thomas, City Clerk

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

Lance Flint, Southport Finance Officer



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: 5/28/2024

DEPARTMENT: Admin/Development Services

PRESENTED BY: Dorrie Dutton, Asst City Manager, and Mo Meehan, City Planner

ITEM SPONSORED BY: Board of Aldermen and Mayor

ITEM/TOPIC: Tree Ordinance Amendment

COST: Not Applicable

BUDGET LINE ITEM: Not Applicable

JUSTIFICATION: Staff was asked by the Mayor to propose an amendment to the Tree Protection ordinance that would make the penalties less severe. One suggestion that seemed favorable to the State Representatives was to make the penalties like what a violation would be for starting construction without permits. There is also a draft ordinance that proposes the Tree Ordinance (Section 3.18) is not applicable to the ETJ areas, only the City's corporate limits.

IMPACT IF NOT APPROVED: Tree penalties will be calculated as they are currently at \$1.00 for every square foot of the parcel impacted, regardless of the area where the trees were removed. The fine is \$2.00 per square foot for nonresidential properties. (Ex. A parcel that is 12,000 square feet would be fined \$12,000, regardless of how many trees or understory was removed.)

DEPARTMENT HEAD COMMENTS: There have been several very large penalties applied to properties in the last year. The ordinance could be amended to make the penalty punitive without being unreasonable. We could charge twice the amount of what the building permit would be, but there will be instances when there is no building planned for the parcel. Staff is more comfortable using the building envelope, as shown in Options D-F on the attachment.

CITY MANAGER COMMENTS: This discussion on the Tree Ordinance amendments was brought about because of the concern our State Representatives have on the present Tree Ordinance, especially how it is applied to the ETJ. These recommendations should make it easier for enforcement within the City and ETJ limits so that the fines are not so excessive.

ATTACHMENTS: 1. Draft ordinance with double fees; 2. Draft ordinance with no ETJ enforcement.

REQUESTED ACTION: Discussion and consensus on which ordinance to take forward to the Planning Board.

PROPOSED MOTION: I make a motion to send _____ (which draft) _____ to the Planning Board for consideration, so we can adopt the text amendment as soon as possible.

3.18 TREE PROTECTION AND LANDSCAPE PRESERVATION

A. GENERAL

The overarching goal of this section is to proactively manage the City of Southport's Urban Maritime Forest and its tree canopy. This management will take the form of tree preservation when at all possible, and mitigation through the replanting of trees when others must be removed.

A healthy and expansive tree canopy provides a wide range of benefits to the citizens of Southport. Aesthetically, the nurturing of trees and tree canopy provides for a pleasant and beautiful community in which both residents and visitors alike benefit from. Economically, a robust tree canopy provides a consistent cooling effect on our community and on individual properties that can significantly reduce cooling costs for homeowners and businesses alike. Property values on both public and private land are increased when trees form part of the landscape. A healthy tree can increase residential property values by as much as 27 percent.

One large tree can lift up to 100 gallons of water out of the ground and discharge it into the air in a day, helping to filter the air that we breathe and control storm water. In our coastal location, Southport's tree canopy protects our community and helps mitigate the damage caused by wind during tropical storms and hurricanes.

The city finds that the preferred method used by developers of proposed development for minor, major, or PUD development in the city is to clearcut the entire area to be developed and then to replant trees in mitigation of the damage done by the clearcutting. The City finds that, even when fully mitigated pursuant to this ordinance, both the aesthetic and environmental damage done by the mass and indiscriminate destruction of forest by such clearcutting can never be fully restored until the trees planted in mitigation reach maturity many years in the future. For this reason, the City seeks to limit the environmental and aesthetic damage done in the process of development to the extent reasonably possible by reducing the number of trees removed in development rather than planting new trees in substitution therefore.

For all these reasons, the City of Southport places great value on our Urban Maritime Forest and the tangible and intangible benefits that it provides. This section provides a plan to ensure that existing trees are protected, in particular our signature heritage Live Oaks, and at the same time provides guidelines for mitigation through the replanting of native species when it is necessary to remove trees.

B. PURPOSE

1. The general purpose of this section is to regulate and control the planting maintenance, and removal of trees and vegetation on both public and private property.
2. The specific purposes of this section are:
 - a) To safeguard and enhance property values and to protect public and private investment through the maintenance and protection of significant existing trees.
 - b) To prevent lot clearing;
 - c) To outline the City's responsibilities with regard to protection and maintenance of Southport's urban forest trees and landscaping on public property; and

d) To prevent the indiscriminate removal of trees and ensure mitigation when trees are necessarily removed.

C. AUTHORITY TO TREAT OR REMOVE TREES ON PRIVATE PROPERTY

1. The UDO Administrator may cause or order the removal of any tree or part thereof on public or private property which is in an unsafe condition, damaging or likely to damage sewers or other public improvements facilities, or which is infested by an injurious fungus, disease, insect or other pest.

2. The UDO Administrator may cause or order necessary treatment for any tree on public or private property which is infested by any injurious fungus, disease, insect or other pest when they determine such action is necessary to prevent the spread of any such injurious condition or pest and to prevent danger therefrom to persons or property or to vegetation planted on adjacent property.

3. Before exercising the authority conferred by this section, the UDO Administrator shall order the owner or occupant of the property to take corrective action. The order shall be in writing and shall state that the action specified therein must be taken within 10 consecutive calendar days after the order is mailed. The order shall be mailed by certified or registered mail, return receipt requested. Failure to comply with the order of the UDO Administrator shall be a violation of this section. If the condition has not been corrected or if action that would lead to a timely correction of the condition has not been taken within the time specified above, the UDO Administrator or their designee may seek an injunction, order of abatement or other equitable remedy in a court of competent jurisdiction against the property owner to ensure compliance in accordance with NCGS 160A-175.

D. TREE IMPACT PERMIT

1. Removal or damage to any protected tree or development activities within the critical root zone of any protected tree without the prior issuance of a tree impact permit or the failure to conform to the terms and conditions thereof is hereby prohibited. A protected, or Regulated Tree, is defined as follows:

Regulated Tree: The subsurface roots, crown, and trunk of any self-supporting woody perennial plant such as a large shade tree, which usually has one (1) main stem or trunk, and has a measured DBH as follows:

A. A hardwood tree, having a single trunk at least eight (8) inches in DBH. Trees may have a single or multiple trunks, but at least one trunk must measure eight (8) inches in diameter.

B. A coniferous tree, having a single trunk at least twelve (12) inches DBH.

C. Any tree, of any species, with a DBH of thirty (30) inches or greater (**Specimen Tree**)

2. For previously platted residential lots or one or two-family residential uses, a tree impact permit shall be required to remove or conduct any development within the critical root zone of any protected regulated tree located within any setback and for a protected specimen tree located anywhere on said property. An as-built tree survey will be required prior to the Certificate of Occupancy for new residential construction.

3. For nonresidential, multi-family, or major subdivisions, a tree impact permit shall be required to remove any protected tree located anywhere on site. An as-built tree survey shall be required for Major Site Plans prior to the Certificate of Occupancy and for Major Subdivisions prior to Final Plat approval.

4. Any protected trees permitted to be removed pursuant to any tree impact permit shall be mitigated pursuant to subsection H (entitled "Mitigation") of this section of this ordinance. All persons seeking a permit for removal of a protected tree as provided above shall make application to the city via the tree impact permit application.

E. EXCEPTIONS

1. The UDO Administrator may waive the requirements of this section during a city declared state of emergency in accordance with NCGS 166A-19.22.

2. If any regulated tree shall be determined to be a hazard tree such that it may:

- a) Immediately endanger the public health, safety or welfare; or
- b) Cause an immediate disruption of public services.

F. TREE PLAN

1. A tree plan must be submitted to, reviewed, and approved by the UDO Administrator prior to the issuance of a tree impact permit.

2. For nonresidential, multi-family, major subdivisions, or planned unit developments the tree plan shall be a scaled plan not less than 1"= 30' and shall be prepared by a landscape architect registered in the state and the tree plan shall provide the following information:

a) Two separate zones during the planning phase:

- i) Tree Removal Zones – Zones that show the impacts of utility, infrastructure, and drainage improvements. These improvements would still require mitigation for all regulated live oaks 8" or greater in diameter.
- ii) Tree Safe Zones/Lot Preservation – The area designated on a preliminary plat of a minor or major subdivision or PUD that makes up the individual lots where trees are to be left untouched. 80% of the lot is to be left untouched prior to lot development.

b) Property line with bearings and distances, easements, marsh and wetland delineations and other information necessary to depict the development area;

c) All existing and proposed buildings, paving, infrastructure, and utilities;

d) All protected regulated and specimen trees located on the site indicating the diameter, species, and the critical root zone for each protected tree;

e) All regulated and specimen trees located on the site proposed to be removed, including species and size;

f) All proposed newly planted trees indicating the DBH and height at planting, and species;

- g) Tree protection zones, protective fencing details, and tree wall and/or tree well details;
- h) Maintenance plan identifying the methods to ensure the viability of all trees and the party responsible for continuing maintenance;
- i) Listing of total number of trees and DBH inches to be removed and the total number of trees and DBH inches to be planted by species; and
- j) Seal of the design professionals with signature and date.

3. For residentially zoned vacant lots or one and two-family residential uses, the tree plan to be submitted as part of the permitting process shall include a hand drawn sketch, rendering, or copy of an existing plat or survey of the property indicating the location of those regulated or specimen trees proposed to be removed, as well as any trees proposed to be planted as mitigation (if applicable).

a) TREE RETENTION REQUIREMENTS PER LOT IN THE R10, R20, MF, AND PUD ZONING DISTRICTS

- 1. 3,000 sq ft - 1 broadleaf canopy tree
- 2. 6,500 sq ft - 2 broadleaf canopy trees
- 3. 11,000 sq ft - 3 broadleaf canopy trees
- 4. 14,000 sq ft - 4 broadleaf canopy trees
- 5. 20,000+ sq ft - 5 broadleaf canopy trees

b) In cases where the tree retention requirements above prohibit the development of a lot, mitigation will be required.

c) In cases where the lot does not have canopy trees, the developer must plant to the requirements in 3 a).

4. Distance from utilities. Any tree required by this section which is placed within 20 feet lateral distance from the centerline of an above ground electric utility line (the line connecting pole centers) should have a maximum expected maturity height as follows:

- a) Zero (0) to 10 feet lateral distance of the centerline, 15-foot maximum expected maturity height; and
- b) Zero (0) to 10 feet lateral distance of the centerline, 15-foot maximum expected maturity height; and
- c) Outside 20 feet of lateral distance, trees should be placed in the most feasible manner to avoid future conflict with aboveground electric utilities and violations of the National Electric Safety Code, and to avoid conflict with any below ground utilities and drainage facilities. Variations to such distance requirements may be made with the approval of the Public Services Director.

G. CRITERIA FOR ISSUANCE OF TREE IMPACT PERMIT

1. Unless the applicant for a permit under this section is engaged in new construction, no tree impact permit shall be issued unless one (1) or more of the following criteria are met:

- a. The protected tree is dead, severely diseased, injured or in danger of falling close to existing or proposed structures.
 - b. The protected tree is causing disruption of existing utility service or causing drainage or passage problems upon the rights-of-way.
 - c. The protected tree is posing an identifiable threat to pedestrian or vehicular safety.
 - d. The protected tree to be removed is located within 15 feet of the principal structure, within five (5) feet of detached buildings (sheds, accessory structures, garages), pools, hardscape patios, and driveways.
 - e. The protected tree violates state or local safety standards.
 - f. Removal of the protected tree is necessary to enhance or benefit the health or condition of adjacent trees or property.
2. Any tree removed requiring mitigation shall be mitigated through the planting of new material as provided in 3.18 H Mitigation. Mitigation shall not be required for trees that are dead, severely diseased, injured or if the tree poses a threat to an existing structure due to the poor condition of the tree.

H. MITIGATION

1. The indiscriminate removal of trees is not allowed. A tree impact permit request must be accompanied by a clarification of purpose/need. Mitigation is required when it is determined that a tree may be removed. The removal of any protected regulated tree within any setback or the removal of any protected specimen tree located anywhere on site, if approved, must be mitigated in accordance with the following standards:
- a. The total diameter at breast height (DBH) of all applicable protected trees proposed for removal shall be totaled. The resultant number of DBH inches to be removed must be planted back on the site with an appropriate number of trees to replace the equivalent DBH of those trees removed. For example, if 72 inches DBH of specimen trees are proposed for removal from a site, the equivalent number of new trees required to meet the 72 inches of DBH removed shall be planted back on site (24 trees installed at three (3) inches Caliper would meet this requirement).
 - b. Existing residentially zoned vacant lots or one and two-family residential uses shall only be required to mitigate 25% of the total DBH of regulated or specimen trees removed. All other development types and/or proposals for any major subdivision shall be subject to the full mitigation replacement ratio requirement provided in subsection 1 (a).
 - c. A minimum of one (1) regulated or specimen tree of the same species removed shall be installed through mitigation. Where regulated or specimen canopy trees are removed, the replanting requirement shall consist of a minimum 25% heritage Live Oak (*Quercus virginiana*) and an overall minimum of 50% canopy trees. Where regulated or specimen Live Oak (*Quercus Virginiana*) trees are removed, the replanting requirement shall consist of a minimum of 50% such species.

- d. Any replanted trees shall be canopy or understory trees as provided in Tables 3.5 or 3.6.
 - e. Utilization of understory trees shall not exceed 50% of the required mitigation plantings.
 - f. A mitigation plan that contains between 10 to 50 understory trees shall include, with balanced representation, a minimum of three understory tree species as provided in Table 3.6.
 - g. A mitigation plan that contains over 50 understory trees shall, with balanced representation, include a minimum of four understory tree species as provided in Table 3.6.
 - h. Minimum sizes for mitigation plantings are canopy trees 3" diameter at breast height and understory trees 2" diameter at breast height.
2. Any mitigation trees required as a result of the removal of regulated or specimen trees may be counted to meet the requirements of the street yard, buffer, or parking facility landscaping requirements.
3. Significant Heritage Live Oak Trees retained on site will be eligible for a mitigation credit as follows:
- a. 10" to 20": Retaining and preserving Heritage Live Oaks of this size will receive credit with a multiplier of 2. For example, retaining a 10" Live Oak would equal 20" of mitigation credit.
 - b. 20" to 30": Retaining and preserving Heritage Live Oaks of this size will receive credit with a multiplier of 3. For example, retaining a 20" Live Oak would equal 40" of mitigation credit.
 - c. Greater than 30": Retaining and preserving Heritage Live Oaks of this size will receive credit with a multiplier of 4. For example, retaining a 30" Live Oak would equal 120" of mitigation credit.
4. Mitigation trees must be planted within a year of the tree permit being issued. Failure to do so will constitute a violation of this section.

I. LOT CLEARING AND PREPARATION

- 1. No alteration of vegetation, trees, or landscape material in excess of three (3) inches DBH shall occur on a lot or building site prior to the issuance of a zoning or tree impact permit. Some clearing of understory trees and shrubs may be required to prepare a site for survey, inspection by governmental agencies as part of any permitting process, or to stake the proposed building site.
- 2. On densely vegetated lots, a walking access trail not to exceed three (3) feet may be cleared for access purposes. Permission to clear any understory trees and shrubs less than three (3) inches DBH for said walking access trail shall be permitted following consultation with the UDO Administrator; however, clearing shall be kept to an absolute minimum.

~~3. Violations of the lot clearing and preparation section shall constitute a minimum (1) one-year delay in the issuance of any city issued development approval.~~—I don't think this is legal, let's clean it up

4. In the event that a lot has been cleared without obtaining all proper permits from the city and the UDO Administrator is unable to determine the exact number of trees which have been removed in violation of this ordinance, a civil penalty shall be levied under this subsection as follows:

a) For all properties where trees are cleared without obtaining appropriate permits, the offender shall be subject to a civil penalty in the amount of twice the anticipated building permit cost.

(Example: Residential: new single-family dwelling, if the permit cost is \$3935, the penalty would be \$7870; Commercial: if the permit cost calculated at \$10,000, the penalty would be \$20,000)

J. TREE PROTECTION DURING CONSTRUCTION

1. A major objective of this section is to encourage the preservation of existing vegetation wherever possible while allowing quality development to take place. As a result, the following measures shall be required for protected trees during the construction process.

2. Protective fencing not less than four (4) feet high or other construction barrier shall be placed at and completely encompass the critical root zone of all protected trees.

3. Any tree whose critical root zone will be affected by soil removal shall have roots cut clearly by trenching at a point at least one (1) foot outside the construction barrier installed as required above.

4. The following shall be prohibited within the critical root zone of any protected tree, except as may be necessary when constructing, repairing or replacing public utilities:

a) Grading and excavation which involves cutting or filling to a depth of more than three (3) inches.

b) Pouring of any material onto ground which is toxic to plants.

c) Installing, depositing, placing, storing, or maintaining any stone, brick, sand, concrete or other materials which may impede the free unobstructed growth of or passage of water, air, and fertilizer to the roots.

d) Storing of any construction materials within the critical root zones of the protected trees.

e) Attaching any sign, poster, notice or other object, or fastening any guy wire, cable, rope, nail, screw, or other device to any protected tree for any reason other than that of a protective nature to the tree.

f) Causing or encouraging any fire or burning of any kind near or around any tree.

5. In the event that a developer is unable to meet the critical root zone requirements of this section, the developer must have a Landscape Architect or ISA Certified Arborist prepare

guidelines on how to protect the Critical Root Zone to the maximum extent possible during the development process.

K. DAMAGE TO TREES

1. It shall be unlawful to intentionally damage or destroy trees planted on municipally owned or controlled property except as a part of a city-authorized improvement program.
2. It shall also be a violation of this section to attach or place any rope or wire (other than one to support a young or broken tree), sign, poster, handbill, or anything to any such public tree.
3. A person damaging a tree on public property in violation of this section shall be liable to the city for such damage, including any loss of value. In the event damage is so pervasive as to result in the treatment or removal of the tree, the person damaging such tree shall also be liable for costs of treatment or removal. Values of public trees or the amount of damages thereto will be determined by a certified arborist retained by the City of Southport.
4. The monies collected for damages and loss of value will be placed in the City of Southport Tree Mitigation Fund and are to be used solely for restitution for damages or for other costs incurred by the city for violation of this section.

L. HAZARD TREE

1. Every owner of any tree overhanging a street or sidewalk within the city is responsible for pruning the branches so that such branches shall not obstruct vehicles or pedestrians. Provided further, that all property owners within the city are hereby required to cause the removal of any dead or diseased trees on their property whenever such trees constitute a hazard to life and property or harbor insects or diseases which constitute a potential threat to other trees. Failure to take such action shall be a violation of this section.
2. The UDO Administrator or his designated representative shall give written notice to any owner violating the terms of this section of said violation and give said owner no less than 10 days to perform the duties in connection with his or her property as specified in (a). If said owner or occupant shall refuse or neglect to perform the duties hereof, the UDO Administrator or his designee may seek an injunction, order of abatement or other equitable remedy in a court of competent jurisdiction against the property owner to ensure compliance in accordance with NC GS 160A-175.
3. In case the owner(s) of any lot or other real property is unknown or their whereabouts is not known after diligent efforts to identify and locate said person, then a copy of the written notice herein above referred to shall be posted upon the premises. The City Clerk shall make an affidavit setting out the facts and circumstances justifying the posting of said property.

M. PROTECTION OF UTILITIES

Public utilities shall exercise reasonable care and utilize best management practices to avoid damage and injury to public trees during the installation and maintenance of its facilities. The City's Public Services Director or their designee will provide assistance on any utility project to see that the public utilities can be installed or repaired with minimal damage to any public tree utilizing standards outlined in the City of Southport Urban Forest Management Plan (2011).

N. NOTIFICATION FOR WORK NEAR PUBLIC TREES

1. As part of any new construction project, no person or business shall perform any grading, excavation, place any fill, compact the soil or construct any building structure, street, sidewalk, driveway, pavement or public utility within 25 feet of any public tree without first notifying and consulting with the UDO Administrator. Any such work shall be conducted in accordance with this section.

2. Any public utility constructing or maintaining any overhead wires or underground pipes or conduits within 25 feet of public trees shall consult with the Public Services Director prior to performing work which may cause injury to public trees.

O. PRUNING REQUIREMENTS

A permit is not required for the pruning of trees. However, in order to prevent excessive pruning and topping of trees and to prevent pruning that will be hazardous to the health and natural appearance to the tree, compliance with approved pruning standards is required, and failure to meet these standards is a violation of this section. The UDO Administrator shall maintain on file at all times a copy of the current edition of Pruning Standards by the American Society of Consulting Arborists and shall make copies of such standards available for the cost of reproduction upon request.

P. PENALTIES FOR VIOLATIONS OF THIS SECTION

1. Any person removing any tree in violation of this section, in addition to mitigation requirements, shall be subject to a civil penalty of one hundred dollars (\$100.00) per inch diameter at breast height (DBH) of the tree.

2. Any person removing any regulated tree after notice of the requirements of this section, in addition to the mitigation requirements, shall be subject to a civil penalty of two hundred dollars (\$200.00) per inch DBH of the tree.

3. Any person removing any City Owned Tree in violation of this section, in addition to the mitigation requirements, shall be subject to a civil penalty of three hundred dollars (\$300.00) per inch DBH of the tree.

Q. CITY OF SOUTHPORT; RESPONSIBILITY

1. It is the responsibility of the City of Southport to maintain the City's iconic, Urban Maritime Forest. The City shall undertake a program of review, maintenance, and regulatory oversight in order to maintain the current and future health of our forest landscape.

R. FORESTRY COMMITTEE; RESPONSIBILITY.

1. The City of Southport Forestry Committee shall review and recommend actions to preserve and enhance the community's trees. The committee's actions will include protection of existing trees, tree replenishment, public education, and any other function related to the community's urban forest environment.

S. APPROVED TREE LIST

1. The City shall maintain a list of approved native trees for various applications. A copy of the approved native tree list can be found in Section 3.17.

T. DEVELOPMENT OF ANNUAL TREE PROGRAM.

1. The City Manager, in cooperation with the Forestry Committee, shall annually review its tree maintenance and installation needs including new projects, pruning of existing trees and replacement of diseased or damaged trees in conjunction with development of the City's annual budget. The City, in coordination with the Forestry Committee, will undertake an annual planting program, focusing on Southport's iconic live oaks (*Quercus virginiana*) on the City's public areas and rights of way. The Forestry Committee will identify planting locations with a focus on replacing trees that have been lost/removed as well as to expand the forest canopy.

U. COMMUNITY AWARENESS

1. The City shall undertake programs, as may be determined by the Forestry Committee, Director of Tourism, and/or the Director of Parks and Recreation, which enhance the community's awareness of the value of trees and qualify for points toward the Tree City, USA Growth Award. The City shall annually hold an Arbor Day Ceremony, planned and organized by the Southport Forestry Committee, which focuses attention on the value of trees in the urban environment, and encourages public participation in tree planting or other activities supporting Southport's urban forest.

V. MAINTENANCE OF PUBLIC TREES/PROJECTS

1. The Public Services department shall be responsible for the maintenance of trees on municipal property with the advice of the City Manager or his designee. The Public Works department and Forestry Committee will annually assess trees located on public property and identify those that require maintenance or removal. The City will undertake any required maintenance utilizing City Staff, or when required, contract the work to be completed within current ANSI standards and/or International Society of Arboriculture (ISA) Best Management Practices.

2. The City shall have the right to prune, maintain and remove any tree on public grounds which interferes with the safe flow of traffic, any traffic control device or sign.

3. It shall be unlawful for any person to top or cut back to stubs the crown of any tree on City property or ROW.

4. Trees severely damaged by storms or other causes where required pruning practices are impractical may be exempted from this section as determined by the City Manager. This also includes dead, dying, or diseases determined by the City Manager or their designee and which pose a threat to the safety of the community.

5. All other City departments shall cooperate fully with the City Manager or his designee in carrying out the responsibilities of this section.

6. The planting, maintenance, and/or removal activities of public trees shall meet current arboricultural best management practices (ANSI A300 Standards) and follow guidelines outlined in the 2011 City of Southport Urban Forest Management Plan. City departments, contractors, community organizations and individuals performing tree related activities on City-managed property are required to adhere to these standards.

3.18 TREE PROTECTION AND LANDSCAPE PRESERVATION

A. GENERAL

The overarching goal of this section is to proactively manage the City of Southport's Urban Maritime Forest and its tree canopy. This management will take the form of tree preservation when at all possible, and mitigation through the replanting of trees when others must be removed.

A healthy and expansive tree canopy provides a wide range of benefits to the citizens of Southport. Aesthetically, the nurturing of trees and tree canopy provides for a pleasant and beautiful community in which both residents and visitors alike benefit from. Economically, a robust tree canopy provides a consistent cooling effect on our community and on individual properties that can significantly reduce cooling costs for homeowners and businesses alike. Property values on both public and private land are increased when trees form part of the landscape. A healthy tree can increase residential property values by as much as 27 percent.

One large tree can lift up to 100 gallons of water out of the ground and discharge it into the air in a day, helping to filter the air that we breathe and control storm water. In our coastal location, Southport's tree canopy protects our community and helps mitigate the damage caused by wind during tropical storms and hurricanes.

The city finds that the preferred method used by developers of proposed development for minor, major, or PUD development in the city is to clearcut the entire area to be developed and then to replant trees in mitigation of the damage done by the clearcutting. The City finds that, even when fully mitigated pursuant to this ordinance, both the aesthetic and environmental damage done by the mass and indiscriminate destruction of forest by such clearcutting can never be fully restored until the trees planted in mitigation reach maturity many years in the future. For this reason, the City seeks to limit the environmental and aesthetic damage done in the process of development to the extent reasonably possible by reducing the number of trees removed in development rather than planting new trees in substitution therefore.

For all these reasons, the City of Southport places great value on our Urban Maritime Forest and the tangible and intangible benefits that it provides. This section provides a plan to ensure that existing trees are protected, in particular our signature heritage Live Oaks, and at the same time provides guidelines for mitigation through the replanting of native species when it is necessary to remove trees.

B. PURPOSE

1. The general purpose of this section is to regulate and control the planting maintenance, and removal of trees and vegetation on both public and private property.
2. The specific purposes of this section are:
 - a) To safeguard and enhance property values and to protect public and private investment through the maintenance and protection of significant existing trees.
 - b) To prevent lot clearing;
 - c) To outline the City's responsibilities with regard to protection and maintenance of Southport's urban forest trees and landscaping on public property; and

- d) To prevent the indiscriminate removal of trees and ensure mitigation when trees are necessarily removed.

C. AUTHORITY TO TREAT OR REMOVE TREES ON PRIVATE PROPERTY

1. The UDO Administrator may cause or order the removal of any tree or part thereof on public or private property which is in an unsafe condition, damaging or likely to damage sewers or other public improvements facilities, or which is infested by an injurious fungus, disease, insect or other pest.
2. The UDO Administrator may cause or order necessary treatment for any tree on public or private property which is infested by any injurious fungus, disease, insect or other pest when they determine such action is necessary to prevent the spread of any such injurious condition or pest and to prevent danger therefrom to persons or property or to vegetation planted on adjacent property.
3. Before exercising the authority conferred by this section, the UDO Administrator shall order the owner or occupant of the property to take corrective action. The order shall be in writing and shall state that the action specified therein must be taken within 10 consecutive calendar days after the order is mailed. The order shall be mailed by certified or registered mail, return receipt requested. Failure to comply with the order of the UDO Administrator shall be a violation of this section. If the condition has not been corrected or if action that would lead to a timely correction of the condition has not been taken within the time specified above, the UDO Administrator or their designee may seek an injunction, order of abatement or other equitable remedy in a court of competent jurisdiction against the property owner to ensure compliance in accordance with NCGS 160A-175.

D. TREE IMPACT PERMIT

1. Removal or damage to any protected tree or development activities within the critical root zone of any protected tree without the prior issuance of a tree impact permit or the failure to conform to the terms and conditions thereof is hereby prohibited. A protected, or Regulated Tree, is defined as follows:

Regulated Tree: The subsurface roots, crown, and trunk of any self-supporting woody perennial plant such as a large shade tree, which usually has one (1) main stem or trunk, and has a measured DBH as follows:

A. A hardwood tree, having a single trunk at least eight (8) inches in DBH. Trees may have a single or multiple trunks, but at least one trunk must measure eight (8) inches in diameter.

B. A coniferous tree, having a single trunk at least twelve (12) inches DBH.

C. Any tree, of any species, with a DBH of thirty (30) inches or greater (**Specimen Tree**)
2. For previously platted residential lots or one or two-family residential uses, a tree impact permit shall be required to remove or conduct any development within the critical root zone of any protected regulated tree located within any setback and for a protected specimen tree located anywhere on said property. An as-built tree survey will be required prior to the Certificate of Occupancy for new residential construction.

3. For nonresidential, multi-family, or major subdivisions, a tree impact permit shall be required to remove any protected tree located anywhere on site. An as-built tree survey shall be required for Major Site Plans prior to the Certificate of Occupancy and for Major Subdivisions prior to Final Plat approval.
4. Any protected trees permitted to be removed pursuant to any tree impact permit shall be mitigated pursuant to subsection H (entitled “Mitigation”) of this section of this ordinance. All persons seeking a permit for removal of a protected tree as provided above shall make application to the city via the tree impact permit application.

E. EXCEPTIONS

1. The UDO Administrator may waive the requirements of this section during a city declared state of emergency in accordance with NCGS 166A-19.22.
2. If any regulated tree shall be determined to be a hazard tree such that it may:
 - a) Immediately endanger the public health, safety or welfare; or
 - b) Cause an immediate disruption of public services.

3. Provisions of Article 3.18 Tree Protection and Landscape Preservation do not apply to properties that are outside the corporate limits of the City of Southport, to include the areas in the extra-territorial jurisdiction (ETJ).

F. TREE PLAN

1. A tree plan must be submitted to, reviewed, and approved by the UDO Administrator prior to the issuance of a tree impact permit.
2. For nonresidential, multi-family, major subdivisions, or planned unit developments the tree plan shall be a scaled plan not less than 1"= 30' and shall be prepared by a landscape architect registered in the state and the tree plan shall provide the following information:
 - a) Two separate zones during the planning phase:
 - i) Tree Removal Zones – Zones that show the impacts of utility, infrastructure, and drainage improvements. These improvements would still require mitigation for all regulated live oaks 8" or greater in diameter.
 - ii) Tree Safe Zones/Lot Preservation – The area designated on a preliminary plat of a minor or major subdivision or PUD that makes up the individual lots where trees are to be left untouched. 80% of the lot is to be left untouched prior to lot development.
 - b) Property line with bearings and distances, easements, marsh and wetland delineations and other information necessary to depict the development area;
 - c) All existing and proposed buildings, paving, infrastructure, and utilities;
 - d) All protected regulated and specimen trees located on the site indicating the diameter, species, and the critical root zone for each protected tree;

- e) All regulated and specimen trees located on the site proposed to be removed, including species and size;
- f) All proposed newly planted trees indicating the DBH and height at planting, and species;
- g) Tree protection zones, protective fencing details, and tree wall and/or tree well details;
- h) Maintenance plan identifying the methods to ensure the viability of all trees and the party responsible for continuing maintenance;
- i) Listing of total number of trees and DBH inches to be removed and the total number of trees and DBH inches to be planted by species; and
- j) Seal of the design professionals with signature and date.

3. For residentially zoned vacant lots or one and two-family residential uses, the tree plan to be submitted as part of the permitting process shall include a hand drawn sketch, rendering, or copy of an existing plat or survey of the property indicating the location of those regulated or specimen trees proposed to be removed, as well as any trees proposed to be planted as mitigation (if applicable).

a) **TREE RETENTION REQUIREMENTS PER LOT IN THE R10, R20, MF, AND PUD ZONING DISTRICTS**

- 1. 3,000 sq ft - 1 broadleaf canopy tree
- 2. 6,500 sq ft - 2 broadleaf canopy trees
- 3. 11,000 sq ft - 3 broadleaf canopy trees
- 4. 14,000 sq ft - 4 broadleaf canopy trees
- 5. 20,000+ sq ft - 5 broadleaf canopy trees

b) In cases where the tree retention requirements above prohibit the development of a lot, mitigation will be required.

c) In cases where the lot does not have canopy trees, the developer must plant to the requirements in 3 a).

4. Distance from utilities. Any tree required by this section which is placed within 20 feet lateral distance from the centerline of an above ground electric utility line (the line connecting pole centers) should have a maximum expected maturity height as follows:

a) Zero (0) to 10 feet lateral distance of the centerline, 15-foot maximum expected maturity height; and

b) Zero (0) to 10 feet lateral distance of the centerline, 15-foot maximum expected maturity height; and

c) Outside 20 feet of lateral distance, trees should be placed in the most feasible manner to avoid future conflict with aboveground electric utilities and violations of the National Electric Safety Code, and

to avoid conflict with any below ground utilities and drainage facilities. Variations to such distance requirements may be made with the approval of the Public Services Director.

G. CRITERIA FOR ISSUANCE OF TREE IMPACT PERMIT

1. Unless the applicant for a permit under this section is engaged in new construction, no tree impact permit shall be issued unless one (1) or more of the following criteria are met:

- a. The protected tree is dead, severely diseased, injured or in danger of falling close to existing or proposed structures.
- b. The protected tree is causing disruption of existing utility service or causing drainage or passage problems upon the rights-of-way.
- c. The protected tree is posing an identifiable threat to pedestrian or vehicular safety.
- d. The protected tree to be removed is located within 15 feet of the principal structure, within five (5) feet of detached buildings (sheds, accessory structures, garages), pools, hardscape patios, and driveways.
- e. The protected tree violates state or local safety standards.
- f. Removal of the protected tree is necessary to enhance or benefit the health or condition of adjacent trees or property.

2. Any tree removed requiring mitigation shall be mitigated through the planting of new material as provided in 3.18 H Mitigation. Mitigation shall not be required for trees that are dead, severely diseased, injured or if the tree poses a threat to an existing structure due to the poor condition of the tree.

H. MITIGATION

1. The indiscriminate removal of trees is not allowed. A tree impact permit request must be accompanied by a clarification of purpose/need. Mitigation is required when it is determined that a tree may be removed. The removal of any protected regulated tree within any setback or the removal of any protected specimen tree located anywhere on site, if approved, must be mitigated in accordance with the following standards:

- a. The total diameter at breast height (DBH) of all applicable protected trees proposed for removal shall be totaled. The resultant number of DBH inches to be removed must be planted back on the site with an appropriate number of trees to replace the equivalent DBH of those trees removed. For example, if 72 inches DBH of specimen trees are proposed for removal from a site, the equivalent number of new trees required to meet the 72 inches of DBH removed shall be planted back on site (24 trees installed at three (3) inches Caliper would meet this requirement).
- b. Existing residentially zoned vacant lots or one and two-family residential uses shall only be required to mitigate 25% of the total DBH of regulated or specimen trees removed. All other development types and/or proposals for any major subdivision shall be subject to the full mitigation replacement ratio requirement provided in subsection 1 (a).

- c. A minimum of one (1) regulated or specimen tree of the same species removed shall be installed through mitigation. Where regulated or specimen canopy trees are removed, the replanting requirement shall consist of a minimum 25% heritage Live Oak (*Quercus virginiana*) and an overall minimum of 50% canopy trees. Where regulated or specimen Live Oak (*Quercus Virginiana*) trees are removed, the replanting requirement shall consist of a minimum of 50% such species.
 - d. Any replanted trees shall be canopy or understory trees as provided in Tables 3.5 or 3.6.
 - e. Utilization of understory trees shall not exceed 50% of the required mitigation plantings.
 - f. A mitigation plan that contains between 10 to 50 understory trees shall include, with balanced representation, a minimum of three understory tree species as provided in Table 3.6.
 - g. A mitigation plan that contains over 50 understory trees shall, with balanced representation, include a minimum of four understory tree species as provided in Table 3.6.
 - h. Minimum sizes for mitigation plantings are canopy trees 3" diameter at breast height and understory trees 2" diameter at breast height.
- 2. Any mitigation trees required as a result of the removal of regulated or specimen trees may be counted to meet the requirements of the street yard, buffer, or parking facility landscaping requirements.
 - 3. Significant Heritage Live Oak Trees retained on site will be eligible for a mitigation credit as follows:
 - a. 10" to 20": Retaining and preserving Heritage Live Oaks of this size will receive credit with a multiplier of 2. For example, retaining a 10" Live Oak would equal 20" of mitigation credit.
 - b. 20" to 30": Retaining and preserving Heritage Live Oaks of this size will receive credit with a multiplier of 3. For example, retaining a 20" Live Oak would equal 40" of mitigation credit.
 - c. Greater than 30": Retaining and preserving Heritage Live Oaks of this size will receive credit with a multiplier of 4. For example, retaining a 30" Live Oak would equal 120" of mitigation credit.
 - 4. Mitigation trees must be planted within a year of the tree permit being issued. Failure to do so will constitute a violation of this section.

I. LOT CLEARING AND PREPARATION

- 1. No alteration of vegetation, trees, or landscape material in excess of three (3) inches DBH shall occur on a lot or building site prior to the issuance of a zoning or tree impact permit. Some clearing of understory trees and shrubs may be required to prepare a site for survey, inspection by governmental agencies as part of any permitting process, or to stake the proposed building site.
- 2. On densely vegetated lots, a walking access trail not to exceed three (3) feet may be cleared for access purposes. Permission to clear any understory trees and shrubs less than three (3) inches DBH for said walking access trail shall be permitted following consultation with the UDO Administrator; however, clearing shall be kept to an absolute minimum.

3. Violations of the lot clearing and preparation section shall constitute a minimum (1) one-year delay in the issuance of any city issued development approval.

4. In the event that a lot has been cleared without obtaining all proper permits from the city and the UDO Administrator is unable to determine the exact number of trees which have been removed in violation of this ordinance, a civil penalty shall be levied under this subsection as follows:

a) If the property is located within a residential district, the offender shall be subject to a civil penalty in the amount of \$1.00 for each square foot of the total size of the lot that was cleared (not based on the lot area cleared). In addition, the offender shall be required to plant two (2) replacement canopy trees per 10,000 sf or fraction thereof.

b) If the property is located within a nonresidential district, the offender shall be subject to a civil penalty in the amount of \$2.00 for each square foot of the total size of the lot that was cleared (not based on the area cleared). In addition, the offender shall be required to plant four (4) replacement canopy trees per 10,000 sf or fraction thereof.

c) In addition to the civil penalties set forth in subsections 4(a) and 4(b) above, the offender shall be subject to all enforcement provisions of Section 2.15.D of this Unified Development Ordinance.

J. TREE PROTECTION DURING CONSTRUCTION

1. A major objective of this section is to encourage the preservation of existing vegetation wherever possible while allowing quality development to take place. As a

result, the following measures shall be required for protected trees during the construction process.

2. Protective fencing not less than four (4) feet high or other construction barrier shall be placed at and completely encompass the critical root zone of all protected trees.

3. Any tree whose critical root zone will be affected by soil removal shall have roots cut clearly by trenching at a point at least one (1) foot outside the construction barrier installed as required above.

4. The following shall be prohibited within the critical root zone of any protected tree, except as may be necessary when constructing, repairing or replacing public utilities:

a) Grading and excavation which involves cutting or filling to a depth of more than three (3) inches.

b) Pouring of any material onto ground which is toxic to plants.

c) Installing, depositing, placing, storing, or maintaining any stone, brick, sand, concrete or other materials which may impede the free unobstructed growth of or passage of water, air, and fertilizer to the roots.

d) Storing of any construction materials within the critical root zones of the protected trees.

e) Attaching any sign, poster, notice or other object, or fastening any guy wire, cable, rope, nail, screw, or other device to any protected tree for any reason other than that of a protective nature to the tree.

f) Causing or encouraging any fire or burning of any kind near or around any tree.

5. In the event that a developer is unable to meet the critical root zone requirements of this section, the developer must have a Landscape Architect or ISA Certified Arborist prepare guidelines on how to protect the Critical Root Zone to the maximum extent possible during the development process.

K. DAMAGE TO TREES

1. It shall be unlawful to intentionally damage or destroy trees planted on municipally owned or controlled property except as a part of a city-authorized improvement program.

2. It shall also be a violation of this section to attach or place any rope or wire (other than one to support a young or broken tree), sign, poster, handbill, or anything to any such public tree.

3. A person damaging a tree on public property in violation of this section shall be liable to the city for such damage, including any loss of value. In the event damage is so pervasive as to result in the treatment or removal of the tree, the person damaging such tree shall also be liable for costs of treatment or removal. Values of public trees or the amount of damages thereto will be determined by a certified arborist retained by the City of Southport.

4. The monies collected for damages and loss of value will be placed in the City of Southport Tree Mitigation Fund and are to be used solely for restitution for damages or for other costs incurred by the city for violation of this section.

L. HAZARD TREE

1. Every owner of any tree overhanging a street or sidewalk within the city is responsible for pruning the branches so that such branches shall not obstruct vehicles or pedestrians. Provided further, that all property owners within the city are hereby required to cause the removal of any dead or diseased trees on their property whenever such trees constitute a hazard to life and property or harbor insects or diseases which constitute a potential threat to other trees. Failure to take such action shall be a violation of this section.

2. The UDO Administrator or his designated representative shall give written notice to any owner violating the terms of this section of said violation and give said owner no less than 10 days to perform the duties in connection with his or her property as specified in (a). If said owner or occupant shall refuse or neglect to perform the duties hereof, the UDO Administrator or his designee may seek an injunction, order of abatement or other equitable remedy in a court of competent jurisdiction against the property owner to ensure compliance in accordance with NC GS 160A-175.

3. In case the owner(s) of any lot or other real property is unknown or their whereabouts is not known after diligent efforts to identify and locate said person, then a copy of the written notice herein above referred to shall be posted upon the premises. The City Clerk shall make an affidavit setting out the facts and circumstances justifying the posting of said property.

M. PROTECTION OF UTILITIES

Public utilities shall exercise reasonable care and utilize best management practices to avoid damage and injury to public trees during the installation and maintenance of its facilities. The City's Public Services

Director or their designee will provide assistance on any utility project to see that the public utilities can be installed or repaired with minimal damage to any public tree utilizing standards outlined in the City of Southport Urban Forest Management Plan (2011).

N. NOTIFICATION FOR WORK NEAR PUBLIC TREES

1. As part of any new construction project, no person or business shall perform any grading, excavation, place any fill, compact the soil or construct any building structure, street, sidewalk, driveway, pavement or public utility within 25 feet of any public tree without first notifying and consulting with the UDO Administrator. Any such work shall be conducted in accordance with this section.
2. Any public utility constructing or maintaining any overhead wires or underground pipes or conduits within 25 feet of public trees shall consult with the Public Services Director prior to performing work which may cause injury to public trees.

O. PRUNING REQUIREMENTS

A permit is not required for the pruning of trees. However, in order to prevent excessive pruning and topping of trees and to prevent pruning that will be hazardous to the health and natural appearance to the tree, compliance with approved pruning standards is required, and failure to

meet these standards is a violation of this section. The UDO Administrator shall maintain on file at all times a copy of the current edition of Pruning Standards by the American Society of Consulting Arborists and shall make copies of such standards available for the cost of reproduction upon request.

P. PENALTIES FOR VIOLATIONS OF THIS SECTION

1. Any person removing any tree in violation of this section, in addition to mitigation requirements, shall be subject to a civil penalty of one hundred dollars (\$100.00) per inch diameter at breast height (DBH) of the tree.
2. Any person removing any regulated tree after notice of the requirements of this section, in addition to the mitigation requirements, shall be subject to a civil penalty of two hundred dollars (\$200.00) per inch DBH of the tree.
3. Any person removing any City Owned Tree in violation of this section, in addition to the mitigation requirements, shall be subject to a civil penalty of three hundred dollars (\$300.00) per inch DBH of the tree.

Q. CITY OF SOUTHPORT; RESPONSIBILITY

1. It is the responsibility of the City of Southport to maintain the City's iconic, Urban Maritime Forest. The City shall undertake a program of review, maintenance, and regulatory oversight in order to maintain the current and future health of our forest landscape.

R. FORESTRY COMMITTEE; RESPONSIBILITY.

1. The City of Southport Forestry Committee shall review and recommend actions to preserve and enhance the community's trees. The committee's actions will include protection of existing trees, tree replenishment, public education, and any other function related to the community's urban forest environment.

S. APPROVED TREE LIST

1. The City shall maintain a list of approved native trees for various applications. A copy of the approved native tree list can be found in Section 3.17.

T. DEVELOPMENT OF ANNUAL TREE PROGRAM.

1. The City Manager, in cooperation with the Forestry Committee, shall annually review its tree maintenance and installation needs including new projects, pruning of existing trees and replacement of diseased or damaged trees in conjunction with development of the City's annual budget. The City, in coordination with the Forestry Committee, will undertake an annual planting program, focusing on Southport's iconic live oaks (*Quercus virginiana*) on the City's public areas and rights of way. The Forestry Committee will identify planting locations with a focus on replacing trees that have been lost/removed as well as to expand the forest canopy.

U. COMMUNITY AWARENESS

1. The City shall undertake programs, as may be determined by the Forestry Committee, Director of Tourism, and/or the Director of Parks and Recreation, which

enhance the community's awareness of the value of trees and qualify for points toward the Tree City, USA Growth Award. The City shall annually hold an Arbor Day Ceremony, planned and organized by the Southport Forestry Committee, which focuses attention on the value of trees in the urban environment, and encourages public participation in tree planting or other activities supporting Southport's urban forest.

V. MAINTENANCE OF PUBLIC TREES/PROJECTS

1. The Public Services department shall be responsible for the maintenance of trees on municipal property with the advice of the City Manager or his designee. The Public Works department and Forestry Committee will annually assess trees located on public property and identify those that require maintenance or removal. The City will undertake any required maintenance utilizing City Staff, or when required, contract the work to be completed within current ANSI standards and/or International Society of Arboriculture (ISA) Best Management Practices.

2. The City shall have the right to prune, maintain and remove any tree on public grounds which interferes with the safe flow of traffic, any traffic control device or sign.

3. It shall be unlawful for any person to top or cut back to stubs the crown of any tree on City property or ROW.

4. Trees severely damaged by storms or other causes where required pruning practices are impractical may be exempted from this section as determined by the City Manager. This also includes dead, dying, or diseases determined by the City Manager or their designee and which pose a threat to the safety of the community.

5. All other City departments shall cooperate fully with the City Manager or his designee in carrying out the responsibilities of this section.

6. The planting, maintenance, and/or removal activities of public trees shall meet current arboricultural best management practices (ANSI A300 Standards) and follow guidelines outlined in the 2011 City of Southport Urban Forest Management Plan. City departments, contractors, community organizations and individuals performing tree related activities on City-managed property are required to adhere to these standards.

Southport Parks and Recreation Department April 2024 Monthly Report

Before/after school

Monday – Friday 7:00am – 5:30pm

Youth Basketball

Games are held Mondays, Tuesdays, and Thursdays 5:30-9:30pm. The Tournament was held the first week of March, bringing the 24 season to a close.

Senior Activities

Senior Preventative Exercise

No impact stretching held at the Senior Building every MWF at 9AM

Senior Crafts

Craft classes held every Monday at 10AM at the Senior Building

Saturday Morning

Seniors meet every Saturday morning for coffee and light breakfast at the building for fellowship.

Senior Luncheon

Potluck lunch is held on the 2nd Wednesday of every month. The Easter luncheon was held on Wednesday, March 27th at the Senior Building.

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Fitness Classes

Martial Arts

Held at the Jaycee Building Tuesdays at 4:30pm

Core & Body Sculpting

Held at the Jaycee Building Tuesday at 8:30am and Wednesdays at 5:30PM

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Buildings and Facilities Utilized and Rented out by Parks and Recreation

Franklin Square Park	Caviness Park	Historic Riverwalk
City Pier	Ft. Johnston Tennis Courts	Lowe/White Park
Kinglsey Park	City Gym	Garrison Lawn
Central Office	Jaycee Building	Keziah Park
Waterfront Park	Ft. Johnston Playground	Senior Building
Riverwalk Gazebo	City Dock	Bay Street Overloo
Atlantic Street Park	Taylor Field Park	

*Before and After school continued

*Spring Break Camp was held April 1st – 5th

* Received the Taylor Field Inclusive Park donations totaling \$3600 with several commitments of donations from several groups and people.

* Kinglsey Park Pier renovation was completed with final inspection.

*Spring concert series plans finalized for May start.

* Finalized and sent in application to the Accessible Park Funding grant April 29th. Met with and contracted with the NCLM to get assistance with the grant application.

* Finalized Farmers Market details to start Wednesday May 1st.

*Presented proposed Pars and Recreation 2025 FY budget to the BOA on April 30th.

*kayak Launch ribbon cutting was held on Saturday April 27th at the Morning Star Marina in Southport.

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MEMORANDUM

To: Southport Parks and Recreation Advisory Committee

From: Heather Hemphill, Director of Parks and Recreation

Date May 21, 2024

Re: Recreation Advisory Committee Meeting

The Southport Parks and Recreation Advisory Committee meeting will be held on **Tuesday, May 21, 2024 at 6:00pm at the Parks and Recreation office**

AGENDA

1. Call to order – Chairman
2. Public Comment
3. Board Liaison Comments
4. Approval of minutes from 4/16/24 meeting
5. Report by Director
6. Old Business
 - A. Project updates
7. New Business
 - A. Bicycle safety at Taylor Field.
8. Adjourn

**Southport Parks and Recreation Advisory Board
April 15, 2024 Meeting Minutes**

Members Present: Scott Jones, Warren Whitley, Emma Thomas, Roberta Doshier
Members Absent: Stephanie Jackson
Staff Present: Heather Hemphill, Director
Board liaison: Lowe Davis

The document is about a meeting of the Recreation Advisory Board where they discuss the removal of trees in Franklin Square Park and the future of community events in the park.

00:29 Public comment from Peggy Popelars The Board of Aldermen agreed with Scot Lens's recommendation to remove the seven dead or dying trees in Franklin Square Park.

00:45 Funds have been allocated to complete a difficult but necessary task, as per discussions and readings.

01:07 The committee's recommendation, based on survey focus groups, aims to reinstate community events in Franklin Square Park through an ongoing maintenance program.

01:30 The South Port Spring Festival has been taking place in Franklin Square Park since 1982.

02:00 The group will need to make a decision on whether to take back control of past events after resolving the current situation.

03:15 The closure of the establishment has left the speaker unsure of when it will reopen, with no specific date mentioned.

03:31 The board decided to close and lay low until a decision is made on Front Square Park events.

04:16 Six trees are scheduled to be removed, as mentioned in the report at 04:25.

04:52 The text discusses long presentations, other activities, and the unanimous denial of rezoning on Robert Work Drive.

06:15 Out of the seven trees mentioned, four are deemed hazardous and must be removed due to safety concerns. The remaining three trees' safety level is uncertain.

06:50 The city would be held responsible for any damage caused by falling limbs or trees.

07:11 The company is requesting \$5000 to allocate for arborists to answer public questions due to anticipated passionate reactions.

08:02 The government freeze caused nervousness among the public, hindering communication, and addressing concerns.

08:40 The bid for seven trees is uncertain, with the cost of saving number seven potentially being more expensive than cutting it down.

09:32 Applications for the ordinance are open until the end of April, as stated by the assistant city manager.

09:45 The text discusses the requirement for everyone, including existing numbers, to reapply for income and new numbers, which was introduced a year and a half ago with the ordinance.

11:14The selection process for board and commission members involves interviews conducted by the chairman, assistant chairman, and liaison, using a set of universal questions. Recommendations are then made to the board of alderman.

13:03The text discusses clarification of a topic and includes a question about the color of an orange.

13:33Two years ago, the city implemented a standardization plan for boards and committees, ensuring everyone's term expired simultaneously.

14:26The text discusses plans for expanding pickle ball courts and the lack of information regarding the number of people involved.

14:45There are pickleball stripes on at least one court at Low White, but some people want them at the courts in front of the court building.

15:44The possibility of an inclusive playground in Taylor Field Park has raised concerns about potential limitations on other activities such as markets and festivals.

16:16Some people are withholding donations for Taylor field Park due to concerns about its suitability.

17:04The given text is a compilation of incoherent sentences without proper punctuation or structure.

18:17The speaker discusses the issues with incorrect naming and keeping minutes during meetings.

18:56The speaker emphasizes the importance of full transparency and encourages active listening.

20:00The text discusses someone's experience and a meeting called Water and adjourn.

20:56Only the Public Information Officer and Dr. Herstein have access to the surveys.

21:26A discussion was held on Friday afternoon regarding the availability of standardized answers, initiated by Dr. Herstein's email to Bonnie, Shy, and the speaker.

21:58The speaker cannot guarantee the authenticity of something, but glitches are automatically considered.

22:23Only one IP address can have a survey automatically set up, limiting options.

22:39The survey can be taken from various devices including phones, laptops, and home computers.

23:07Doctor Herstein has identified and fixed a problem, but the speaker is upset about it.

23:24The speaker expresses disappointment and uncertainty about the nature of the survey they heard about.

23:51ChyAnn suspects that there are copied and pasted answers being shared among students.

24:25People have criticized the fact that the speaker has not taken the survey mentioned in the text.

24:37Grant applications require demographic information, including ethnicity, to be provided for city grants.

25:14Doctor Herstein emphasizes the need to validate the survey to ensure its accuracy and reliability.

25:37The response to our master plan exceeded expectations, with a significant increase in engagement.

25:49The surveys will run for two months until the end of May.

26:10The number of people responding to the survey is gradually decreasing, as predicted by the speaker.

26:27A person will come to report and go over all the survey results, meet with the focus group, and help using that information.

26:49The recommendation process involves analyzing results, making a recommendation, and presenting it to the board.

27:01Two public meetings are planned for June, with at least one scheduled while the survey is live.

27:23The text states that the speaker and their department are not responsible for a certain matter. They have entered into a contract with someone else.

28:14People are fishing in an area where it is not allowed, causing concerns and questions.

28:28The city is developing a standardized sign for all parks and facilities to display important information.

29:30The speaker walks their dog every day, sometimes twice a day, on the waterfront where many people are already present.

30:09The staff is discussing the need for a standardized sign to be put up immediately.

30:20The parents are not concerned about the negative influence on children's behavior.

31:55The speaker is confused about the purpose of the benches and mentions charges received.

32:28The text describes a confusing series of events surrounding the birth of a baby, including a drill from a couple weeks ago and speculation about the baby's thoughts and abilities.

32:57The projects are finally getting done, bringing positive results.

33:14The speaker discusses the process of changing the easement and obtaining approval from the marina owners.

34:04On the 27th of the month at 10 am, something significant happened at Morning Star Marina.

34:37The text reflects a chaotic and uncertain mindset in approaching a creative task.

34:56The conversation at the marina is filled with confusion and unclear communication.

35:40Morning Star has expanded their parking lot, adding a total of ten new spots.

36:05The facility is not used for parking, but rather for storage and sunset viewing.

36:35The U-D-O facility did not need to comply with the parking requirement for many parking spaces.

37:11Arbor Day events are happening at Taylor Field, Arbor Day and Nature Fest, including a mention of the date, 26th.

38:06Under new business, a vice chairman is needed to be on the committee that approves new members to the board.

39:00The speaker is asking if Heather is not on a specific committee.

40:33Dory will contact applicants to determine availability and create a schedule for interviews.

41:41The flaw in the boarding committee process is that the vice chairman and the speaker are always included.

41:52Volunteers facing issues with committee selection process and secretary, causing problems.

43:04

44:04The person's calendar is full and they missed important emails, causing inconvenience.

44:57The text discusses the schedule for all boards and commissions, highlighting the rules and the challenges faced in a strange new world.

45:13The previous lack of organization and uncertainty regarding terms and applications has been resolved.

45:56The suggestion is to stagger membership intake every year instead of having a two-year gap without new members.

46:24Citizens complained about lack of opportunity to join committees due to recurring members.

46:48Many people faced difficulties with the application process, having to go to city hall to get a paper application and fill it out.

47:00The text discusses the need for digital standardization and the opportunities it presents for citizens.

47:31The text emphasizes the need to number each position in board recommendations for better understanding.

47:5The text discusses the composition of boards and committees, highlighting the variation in their membership.

48:02The text highlights the lack of consideration given to certain factors in the recommendation process.

48:25Many people fail to realize that they are responsible for their own lives, not older individuals.

48:42The committee structure in the organization follows a specific setup with representation from different wards. The beautification committee is unique to this organization.

49:20The Parks and Commission, led by Timba Rogers, hired Joe instead of the board of alderman.

50:17Out of the five remaining candidates, Joe was recommended for his exceptional leadership skills, surpassing all others except Stephanie and the girl from the county.

50:48Among a group of recent college graduates, Joe stood out with his 20 years of experience in the field.

52:25There are nine boards and commissions, two of which are quasi-judicial and can go to court.

53:41Advisory committees provide advice and recommendations for Parks and Recreation, including beautification, cemetery, and forestry.

54:15The ad hoc committee exists for a short period of time to advise the master plan.

54:28The established committees, including boards and advisory committees, have been eliminated.

54:47The speaker expresses frustration about not being heard and questions if their messages are being ignored.

55:17The text explains how to rescind and forward an email, emphasizing the importance of being on top of the inbox.

55:31The Azaleas were exceptionally beautiful this year, showcasing their vibrant colors and captivating charm.

55:44The author was initially unsure about entering the parking area but found the park to be visually appealing and in good condition.

56:11Michael's efforts have led to the successful fertilization and growth of plants, motivating others to work hard.

56:54The park closure due to tree cutting is causing uncertainty about reopening dates. New York's situation is mentioned.

57:26The speaker is worried that if they don't have access to the necessary information, they may have to move their location due to the presence of the farmers market nearby.

58:03The speaker expresses confusion about testing the body and mentions a specific time.

59:32The farmer's market was scaled down to create a more organized layout for vendors.

01:01:28The text mentions the progress of Dry Street Gallery and plans to allow visitors.

01:02:05The text discusses the strategy of keeping pedestrians on one side of the sidewalk near the art gallery.

01:02:26The farmer's market is scaled down with only 60 flowers available, but it's great.

01:03:06The speaker acknowledges the validity of the concern regarding existing bookings, as it affects long-time attendees.

01:04:15In January, a conversation took place with Steve Stone regarding the renovation of their playground to be inclusive.

01:04:40The text discusses a recent renovation to make a space more inclusive.

01:05:18The speaker expresses frustration about taking their kids to playgrounds where they have to sit out.

01:05:39The text discusses the county's policy on parks and recreation, including the involvement of Dicks in the past.

01:06:55The text mentions a field in Leland that was being maintained by a group.

01:07:58The speaker mentioned that there is a lack of support for South Port Oak Island, leading to the offer of providing a field for them to use.

01:09:00The suggestion is to allocate some space in the county for fundraising purposes, as it is currently exceeding expectations.

01:09:47The city manager expresses concerns about the building's maintenance and power outage issues.

01:10:53The speaker emphasizes the importance of engaging with the school system for its benefit.

01:12:01The text discusses the reason behind rejecting a pool location and the question of who made the decision.

01:12:24The master plan developed with student input was 80% ADA compliant, emphasizing the importance of city-wide commitment.

01:13:29The goal is to create an inclusive playground that is affordable and accessible to all.

01:15:06Moving the inclusive playground to a more prominent location could increase attention and engagement.

01:15:39The text discusses using Taylor Phil as an example of a secluded location for analysis.

01:16:00The speaker debated whether or not to include a safety measure on a property, having attended certified playground safety instructor classes.

01:16:53The author has written seven grants but hasn't received any information from the David browser yet.

01:17:07Charlie Miller and Bruce Oakley were present at the ribbon cutting for the inclusive park in Carolina Beach last week.

01:17:41The goal is to build a park that is not a source of contention, and the county may provide land.

01:18:06The speaker is open to using land for fundraising and believes it will silence critics.

01:18:21The speaker, who is a staff member, believes it is not their place to ask for land from Steve.

01:18:47The implementation of a new education initiative could attract more students and gain support from the Board of Education.

01:19:22The dimensions of the oval are not specified, but it is slightly shorter than a half acre or two acres.

01:20:34The speaker emphasizes the need for luxury to be seen as a standard rather than a luxury, without being set on any specific idea.

01:21:35The board's decision on scheduling concerts in the park is pending.

01:22:15The speaker mentions having a draft version of a band list for September and October Sundays.

01:22:32The public version of the contracts will be available in May at 5:00 PM. There are two to four mosquitoes mentioned in the text.

01:22:57Spraying before storing is important to avoid bad consequences. Also, a September event is mentioned.

01:23:19Where Southport is hosting its first ever Pollinator Blitz, with the date to be determined by the Beautification Committee.

01:23:30The National Park Service has a program that educates people on pollinator bushes and plants.

01:23:50Southport has its own pollinator garden, along with the Garden Club, and they are planning a special Saturday event.

01:24:52While having painting done on his chimney, the author experienced a bee invasion with photos of the Bee Man.

01:25:31The author describes the loud buzz and excitement when something came out at the Science Place.

01:25:45Morgan has been keeping bees since he was five years old, and recently a bunch of people came over to witness his expertise.

01:25:58A beekeeper has 200 hives across the county, with a dozen in his yard, and his neighbors are supportive due to the honey.

Meeting Adjourned at 7:26pm.