



**CITY OF SOUTHPORT
BOARD OF ALDERMEN
REGULAR MEETING AGENDA
223 E. BAY STREET
June 13, 2024
6:00 PM**

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 the Police Officer of the Year--Eric Mahoney (*Chief Coring*)
2. Proclamation for the South Brunswick High School Softball Team

E. Public Comment

F. Approval of Agenda

G. Agenda

1. Comprehensive Plan Consultant (*A. Radford, J. Petrosky, M. Meehan, D. Dutton*) **pgs 3-35**
2. Resolution Authorizing the Execution and Delivery of Installment Financing Agreement, a Security Agreement and Related Documents for the Financing of a Heavy Rescue Vehicle and an Ambulance (*L. Flint, Chief Drew, B. Therrien*) **pgs 36-80**
3. Inclusive Playground Update (*H. Hemphill, B. Therrien*) **pgs 81-103**
4. Public Hearing-UDO Sec 3.9.B Setback Exceptions & Encroachments (*M. Meehan*) **Pgs 104-120**
5. Turtle Bay Planned Unit Development (*M. Meehan*) **pgs 121-220**
6. Request for Annexation-Turtle Bay 54.09-Acres (*M. Meehan, D. Dutton*) **pgs 221-237**
7. UDO Changes (*D. Dutton, M. Meehan*) **pgs 238-245**
8. Right of Way UDO Changes (referred to Planning Board) (*D. Dutton, M. Meehan*) **Pgs 246-256**

9. Alleyway Presentation (*D. Dutton*) *pgs 257-296*
10. Board and Committee Re-appointments (*Board Liaisons*) *pg 299*
 - a. Planning Board *pgs 300-307*
 - b. Forestry Committee *pgs 308-313*
 - c. Beautification Committee *pgs 314-318*
 - d. Parks and Recreation Board *pgs 319-325*
 - e. Historic Preservation Commission *pgs 326-327*
 - f. Cemetery Committee *pgs 328-330*

H. Committee Reports

1. Minutes of the Regular Planning Board Meeting May 16, 2024 *pgs 331-335*
2. ABC Sales Report *pgs 336*

I. Manager's Report

J. Mayor's Comments

K. Board Comments

Closed Session N.C.G.S. 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.

M. Adjourn



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: 06-13-2024

DEPARTMENT: Development Services

PRESENTED BY: Jake Petrosky and Andrea Radford, Stewart Consulting

ITEM SPONSORED BY: Development Services

ITEM/TOPIC: Plan Southport 2050 - Comprehensive Plan Update

COST: N/A

BUDGET LINE ITEM: N/A

JUSTIFICATION: The Comprehensive Plan (meeting CAMA planning requirements) is an update of the 2014 CAMA Land Use Plan for the City.

Stewart Consulting is leading the comprehensive plan process. Since the firm was chosen in October 2023, there have been steering committee meetings, stakeholder meetings, and several public input opportunities. Jake Petrosky and Andrea Radford have compiled existing conditions, completed initial mapping of the city, and are using public input to create a vision for the plan. The team is providing an update on their findings and will discuss the plan's next steps.

IMPACT IF NOT APPROVED: Not Applicable

DEPARTMENT HEAD COMMENTS: Not Applicable

CITY MANAGER COMMENTS: This presentation will give you an update on the process used up to this date on the Comprehensive Master Plan and answer your questions on next steps and how they feel the public can get more involved with developing this plan.

ATTACHMENTS: Presentation Slides

REQUESTED ACTION: Discussion Only

PROPOSED MOTION: Discussion Only



Comprehensive Land Use Plan

Board of Aldermen Meeting

June 13, 2024

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Agenda

Welcome & Introduction

Schedule

Community Profile

Public Engagement

Discussion & Next Steps



Welcome & Introduction

Project Contacts

SOUTHPORT

- Maureen Meehan, Planner

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- Dorothy Dutton, Assistant City Manager

(910) 457-7900 X 1010

ddutton@cityofsouthport.com

- Chyann Ketchum, Public Information Officer

cketchum@cityofsouthport.com

STEWART

- Andrea Radford- Project Manager, Planning Lead

(919) 866-4734

aradford@stewartinc.com

- Jake Petrosky, AICP- Practice Area Lead

(919) 866-4812

jpetrosky@stewartinc.com





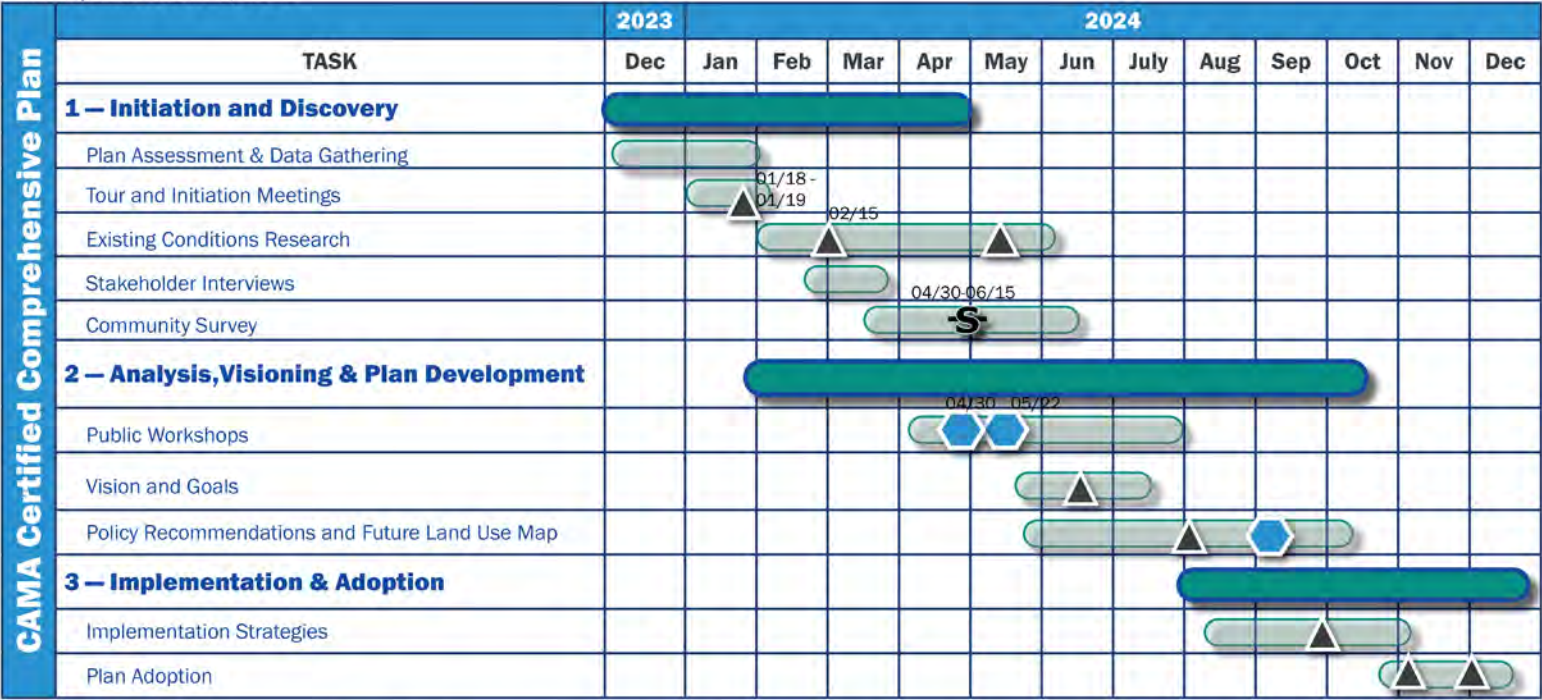
Schedule & Process

Detailed Schedule

DRAFT PROJECT SCHEDULE

We anticipate the following schedule for development and adoption of the City of Southport
CAMA Certified Comprehensive Plan:

Last updated: June 5, 2024



Task

Subtask

Steering Committee or Elected or Appointed Board

Public Meeting

Community Survey

State review of CAMA plans can take 75 days or longer. This schedule is subject to change, please review the project website for most up-to-date information.

A Comprehensive Land Use Plan is...

Long-range

- Makes forecasts based on past trends and data
- 10–20-year time frame

Guidance

- Land uses, intensity, design
- Staff, programs and infrastructure investment

Collaborative

- Documents a community conversation

Policy, not Regulatory

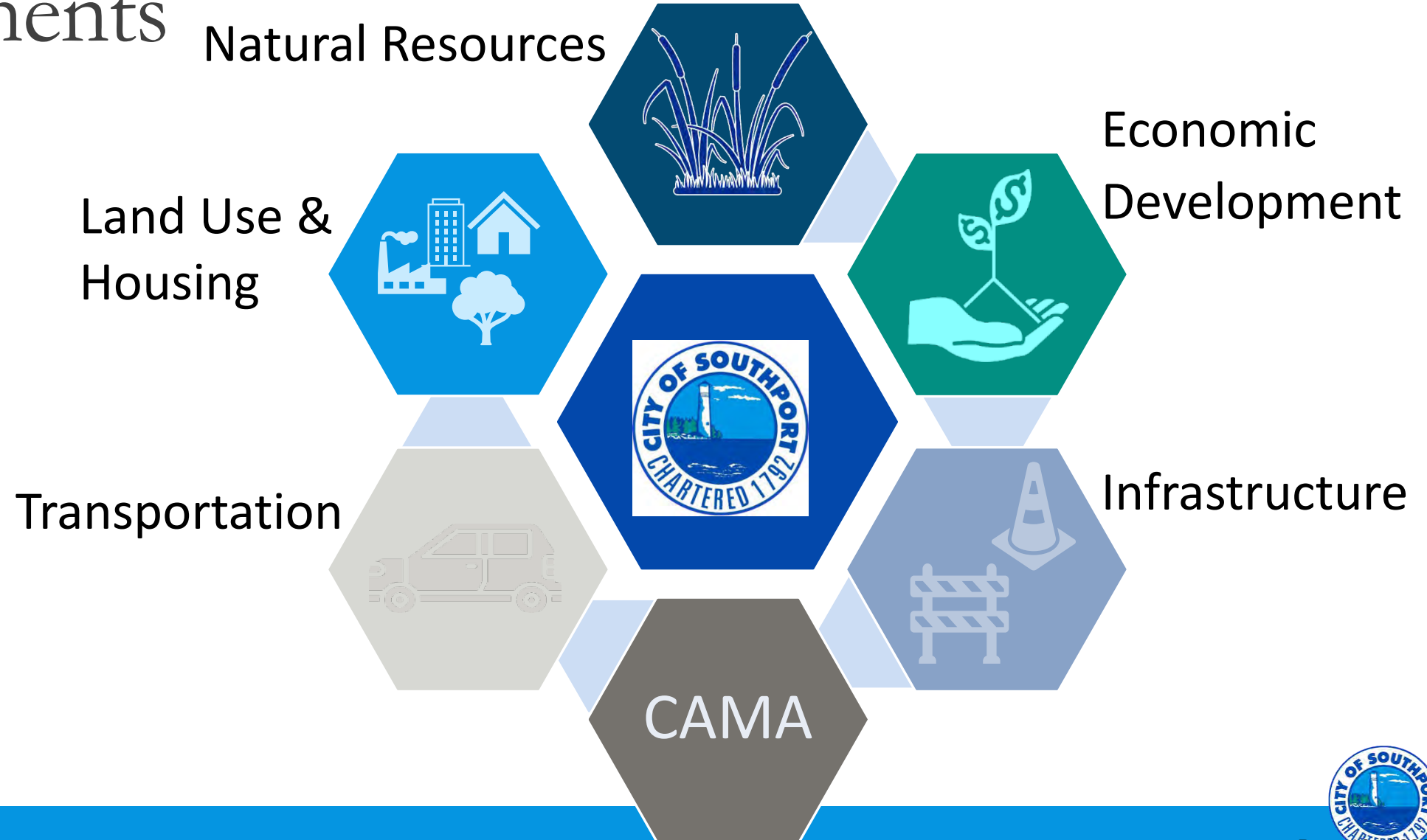
- Lays the groundwork for current and future regulations

CAMA Requirements

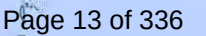
- Public Access
- Infrastructure Carrying Capacity
- Land Use Compatibility
- Water Quality
- Natural Hazard Areas



Plan Elements



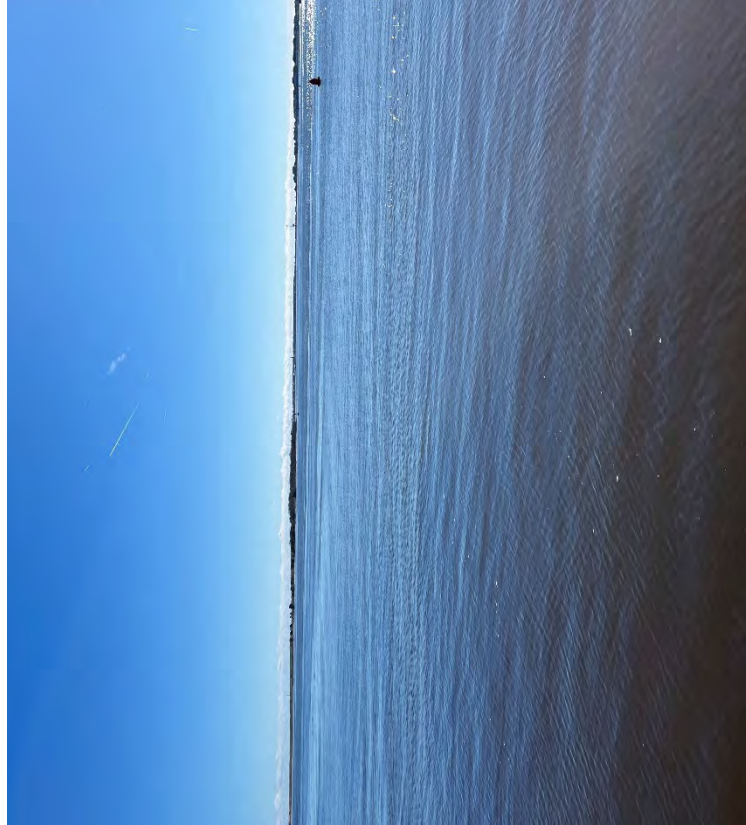
PLAN SOUTHPORT 2050



Previous Planning Efforts

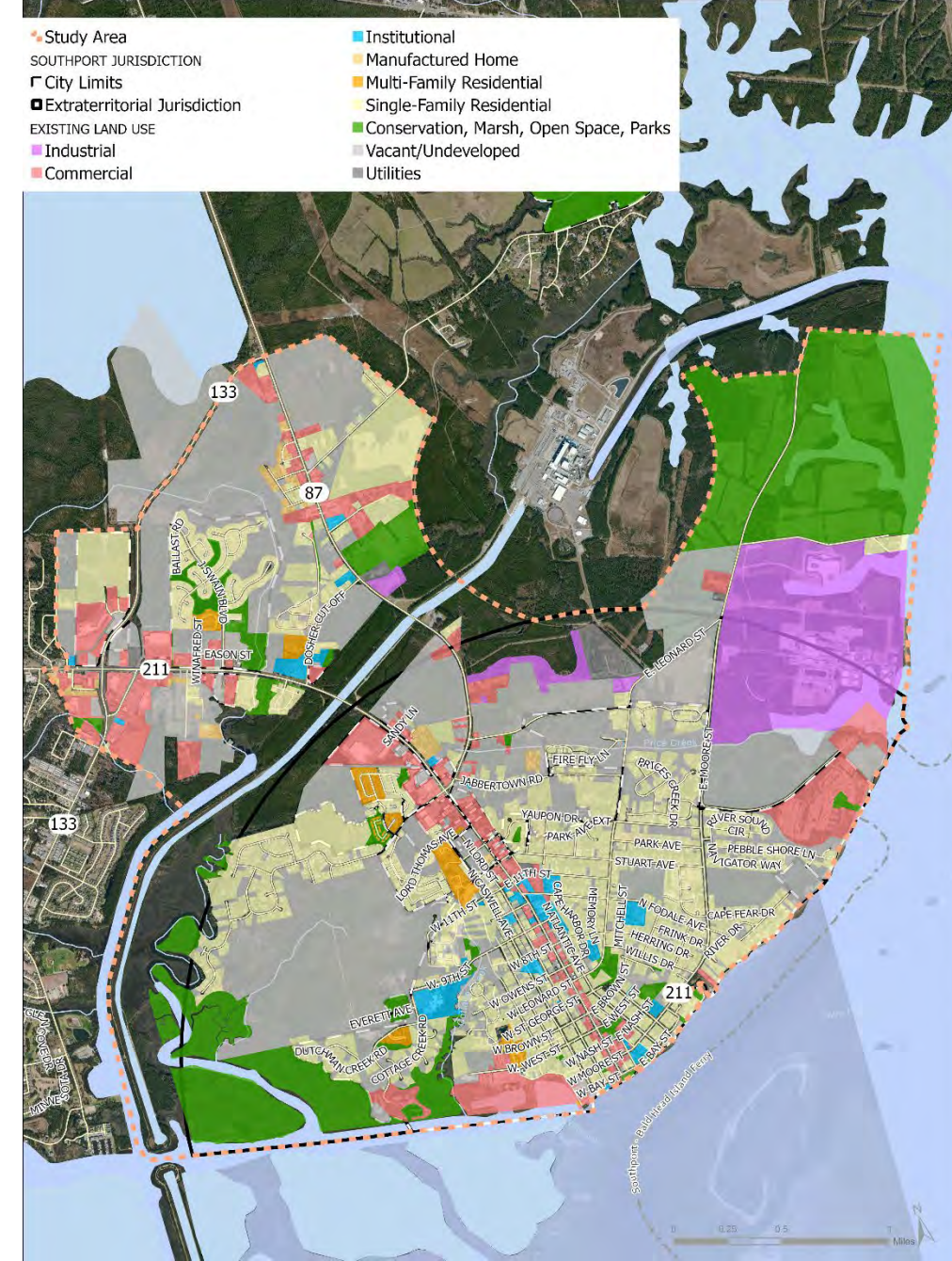
- City of Southport CAMA Core Land Use Plan, 2014
- 2023-2028 Parks, Recreation and Open Space Master Plan
- Comprehensive Pedestrian Transportation Plan, 2014
- Buildout Analysis, 2023
- Brunswick County Comprehensive Transportation Plan, 2023
- Urban Forest, Management Plan, 2011





Assets and Issues

- Industrial
- Commercial
- Institutional
- Multi-Family Residential
- Manufactured Home
- Single Family Residential
- Conservation, Marsh, Open, Space, Parks
- Vacant/Undeveloped
- Utilities



Environmentally Fragile Areas

Three Designated Natural Heritage Natural Areas

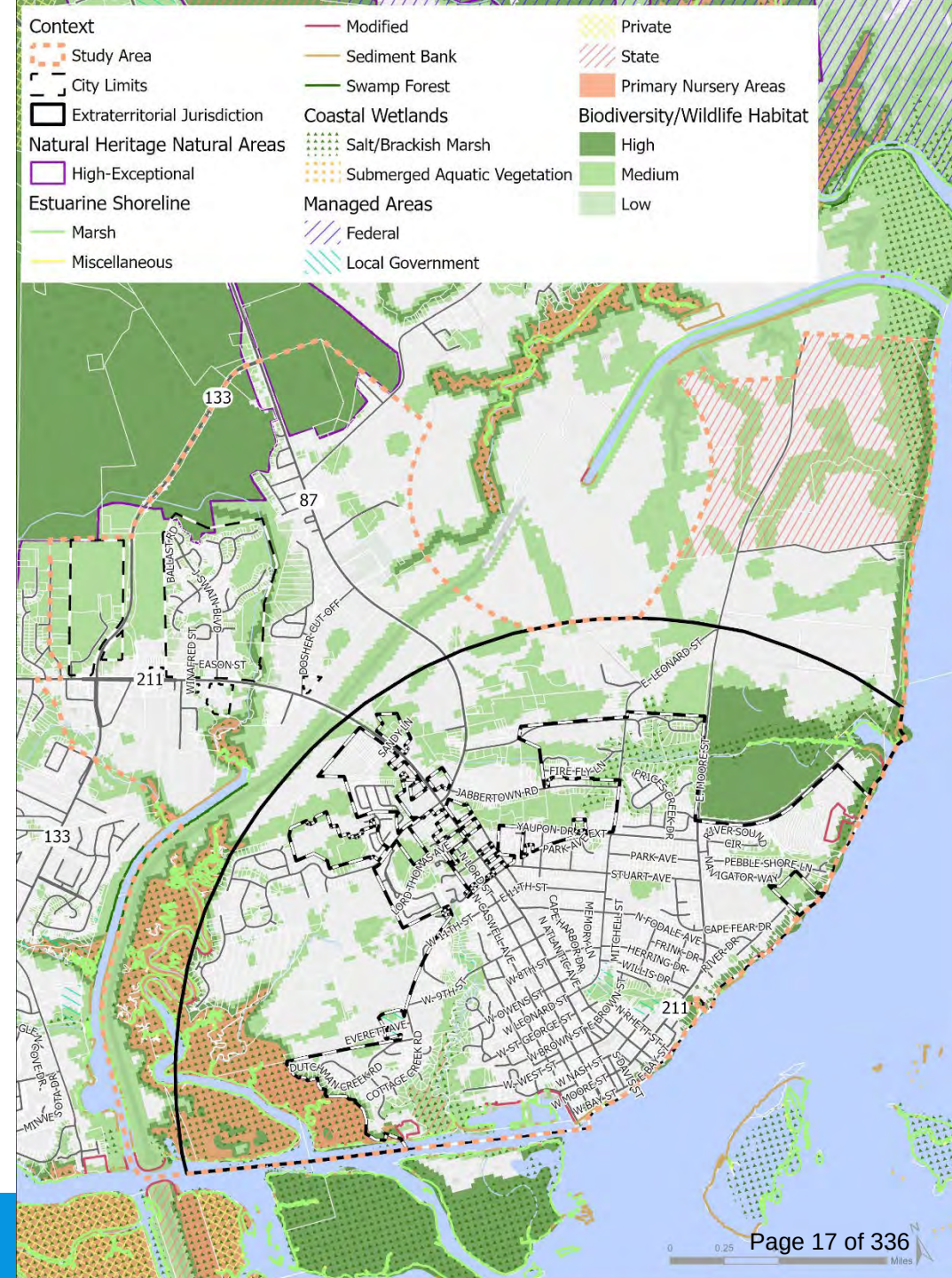
- Lower Cape Fear River Aquatic Habitat
- Southport Ferry Landing Forest
- Boiling Spring Lakes Wetland Complex

Primary Nursery Area

- Area surrounding Dutchman Creek

Coastal Wetlands (568 acres)

Non-Coastal Wetlands (874 acres)





Public Engagement

Public Engagement



STAKEHOLDER
INTERVIEWS /
FOCUS
GROUPS



COMMUNITY
SURVEY



STEERING
COMMITTEE



PUBLIC
MEETINGS



SOCIAL MEDIA



Stakeholder Groups: Main Themes

Affordability

Parking

Walkability

Growth
Management

Environmental
Concerns

Historic
Preservation

Downtown and
Yacht Basin
Improvements

How do you relate to Southport?



80%
Live
here
fulltime



44%
Own
property
here



18%
Work
here



10%
Business
owner

Survey
Results
6/04

What are your top three reasons for living in Southport?

76%



Downtown &
Character

70%



Small Town
Living

41%



Natural resources &
access to water

394
Completed
Surveys

What do you value most about Southport?

**Survey
Results
5/13**



Main themes include:

- Historic coastal community
- Quaint small-town charm
- Waterfront restaurants and shops
- Safe, slow pace, friendly

Top 5 concerns for the future of Southport?

1. **Slowing or managing spread of development (61%)**
2. **Slowing or managing population or residential growth (52%)**
3. Expanding, upgrading, or maintaining infrastructure (e.g., water, sewer, stormwater, sidewalks, roads, internet) (47%)
4. Maintaining a vibrant downtown (36%)
5. Preserving the rich natural environment (36%)

Priority Levels

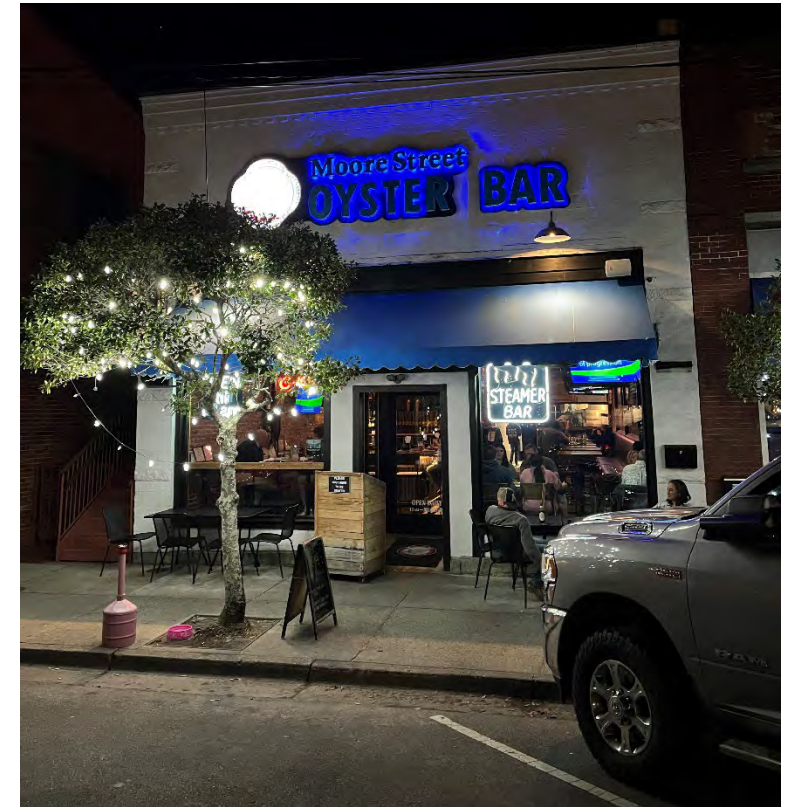
1. **Protection of the marshes, wetlands, shoreline, and environmentally sensitive natural areas (85%)**
2. **Water quality in creeks, river and estuaries (84%)**
3. Preservation and protection of the historic sites and buildings (79%)
4. Quality of utility services (77%)
5. Stormwater management (74%)
6. Support for local businesses (76%)

**Survey
Results
6/04**

What kind of development would you like to see more of in Southport?

Survey
Results
6/04

1. Small-scale commercial (shops and restaurants like in downtown) (59%)
2. Entertainment (28%)
3. Medical facilities (27%)



Residential Development Design

Survey
Results
6/04

Larger Lots



Conventional Subdivisions



- Typical subdivision design
- Medium sized lots ~ 1/2 acre
- Limited open space

18%
Support

More Open Space



**Compatibility /
Conservation Design**



- Same number of lots as conventional subdivision but development clustered
- Smaller lots in exchange for more open space (30-40%+) and amenities

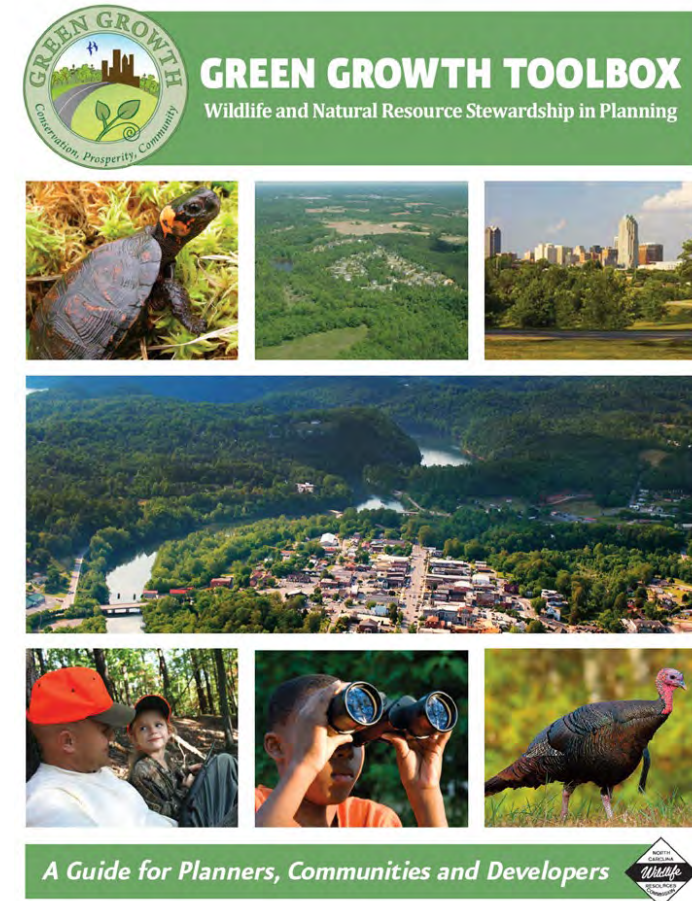
58%
Support

*Note added to survey to convey future subdivisions may be hybrids between the two development styles.

Residential Development Design

Survey
Results
6/04

- For more information on green growth and low impact development review the following resources:
 - **NC Wildlife Green Growth Toolbox:**
www.ncwildlife.org/Conserving/Programs/Green-Growth-Toolbox/Download-Handbook
 - **North Carolina Coastal Federation Low Impact Development:** www.nccoast.org/resource/low-impact-development/
- See also Rural By Design by Randall Arendt



Public Meeting 1: Development Preference

- Downtown:
 - **Historic Preservation**
 - **Tree Preservation and Planting**
 - **Seating Areas**
 - **Parking**



Public Meeting 1: Development Preference

- Residential Development Preference:
 - **Traditional Neighborhood Design**
 - **Live/Work Mixed-use**
 - **Accessory Dwelling Units**
 - **Pocket Neighborhoods**
 - **Small Scale Attached**
- Apartments/Condos and Townhomes received the least support

Traditional Neighborhood Design



- ◆ Block/grid layout
- ◆ Mix of housing styles
- ◆ Front porches
- ◆ Typically alley loaded
- ◆ Walkable streets
- ◆ Public spaces
- ◆ Typically smaller lots

Live-Work Mixed Use



- ◆ Block/grid layout
- ◆ 1st floor retail or office, 2nd or 3rd floor residential



Public Meeting 1: Development Preference



Image source: Southport Realty

Public Meeting 1 & 2 Discussion Themes

- Concerns: Parking, lack of commercial development, clear cutting/tree canopy, evacuation, infrastructure, revenue and sustainability of infrastructure, losing history, habitat, and open space, pedestrian safety and walkability, affordable housing, public transportation, managing growth and change



Walking Tours

- Themes
 - Character of historic center and neighborhoods
 - Redevelopment opportunity on North Howe (*benefits and potential conflicts*)
 - Public realm improvements (*use of rights-of-way, pedestrian safety and comfort, parking*)
 - Waterfront and Yacht Basin issues and ideas





Discussion & Next Steps

Vision Components

From Adopted Plan

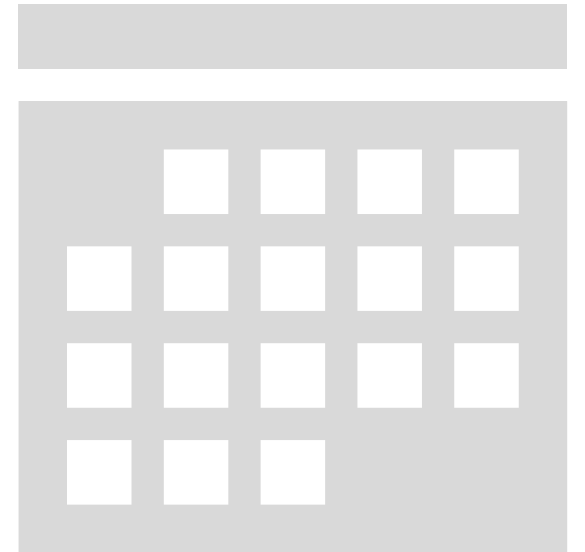
- Community Involvement
- Safety
- Quality of Life
- Affordability
- Protect of History
- Residential Atmosphere
- Sustain Businesses
- Support Downtown

New/Clarified Themes

- Maintaining and building community
- Growth Management
- Environmental Preservation
- Walkability / Bikeability
- Resident / Visitor Needs
- Aging Population / Future for young families

Next Steps

- Community Survey – Ends June 15
- Draft Vision and Goals
- Steering Committee #4 - June
- Draft Recommendations – Summer
- Public Meetings – September





Thank You!



BOARD OF ALDERMEN AGENDA ITEM SUMMARY

DATE: June 13, 2024

DEPARTMENT: Finance

PRESENTED BY: Lance Flint, Finance Director

ITEM SPONSORED BY: Finance Department

ITEM/TOPIC: Resolution to Enter into Financing Agreement for Fire and Rescue Vehicles

COST: \$1,701,385.92 over five years (\$1,508,000 principal and \$193,385.92 interest)

BUDGET LINE ITEM: Debt Service

JUSTIFICATION: In an April 23, 2024, Budget Workshop, the Board of Aldermen unanimously approved a motion to approve the purchase of the 2027 Pierce Enforcer 225 HDR Walker Rescue Service Fire Engine Apparatus (HRV) at a price of \$1.2 million. This price included a deduction of \$217,000, with the lowest financing option provided by the Finance Department from local financial institutions. The motion also authorized 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. The Aldermen unanimously approved a second motion to purchase a 2027 Osage Ford gasoline two-door ambulance from Southern Specialty Vehicles for \$417,000 using the lowest finance option from local financial institutions. In the May 9, 2024, Regular Board of Aldermen Meeting, the Board of Aldermen passed a Reimbursement Resolution as required by North Carolina statutes when municipal funds are used with the expectation of reimbursement from financing proceeds.

City general funds totaling \$1,071,025 were used to pre-pay for the HRV on a check dated April 29, 2024. A purchase order for \$417,618 for the ambulance was issued on May 2, 2024, with delivery expected in April 2027.

IMPACT IF NOT APPROVED: The City will be unable to replenish the general fund for the \$1,071,025 prepayment for the HRV and will have an unfunded obligation of \$417,618 for the ambulance.

DEPARTMENT HEAD COMMENTS: The City engaged the services of bond counsel Paul Billows of Womble Bond Dickinson (US) LLP to assist with securing the financing for these vehicles. The City solicited proposals for financing from eight financial institutions, and three made proposals. The list was pared to the final two, who were asked for the best and final proposals. The interest rates proposed by the two finalists were very close; however, one of the finalists insisted that the City offer other fire and rescue equipment as collateral for the loan, which Mr. Billow advised was not permissible under North Carolina municipal financing rules. This issue eliminated one finalist, leaving First Citizens Bank as the only lender offering both competitive and compliant terms. The City has negotiated a loan not to exceed \$1,508,000 at an interest rate of 4.58%. The loan is anticipated to close between July 1 and July 8, with the proceeds deposited in an account with First Citizens. The City will immediately reimburse the general fund for the purchase of the HRV and bond counsel costs, and the balance will remain in this account until the ambulance is delivered. The first payment will be due in July 2025, and after that, payments will be made every six months through July 2029. By making semi-annual rather than annual payments, the City reduced the overall interest costs by about \$14,000.

CITY MANAGER COMMENTS: I concur with this recommendation. Teresa Jones, Treasurer for the City, and Mr. Flint spent a lot of time asking great questions about the two different offers for the loan. One positive item First Citizens is offering that we can pay off portions of the loan earlier if we receive any

outside funding for either vehicle. Chief Drew and I really appreciate the work that has gone into putting this agreement into place. I would move forward with approving these documents so the General Fund can be reimbursed.

ATTACHMENTS:

1. Installment Financing Agreement-Southport IFA (Vehicles) (4857-1033-8497.1)
2. Security Agreement-Southport 2024 IFA (Vehicles) (468-0197-1649.1)
3. Approving Resolution-Southport 2024 IFA (Vehicles) (4894-9937-0177.1)
4. Fire and Ambulance Debt Schedule First Citizens

REQUESTED ACTION: Pass the attached Approving Resolution.

PROPOSED MOTION: Pass the attached Approving Resolution.

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

Lance Flint
Finance Director

INSTALLMENT FINANCING AGREEMENT

Dated as of July 10, 2024

between

CITY OF SOUTHPORT, NORTH CAROLINA

and

FIRST-CITIZENS BANK & TRUST COMPANY

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INSTALLMENT FINANCING AGREEMENT

This INSTALLMENT FINANCING AGREEMENT, dated as of July 10, 2024 (the “Agreement”), between the CITY OF SOUTHPORT, NORTH CAROLINA, a municipal corporation duly organized and validly existing under the laws of the State of North Carolina (the “City”), and FIRST-CITIZENS BANK & TRUST COMPANY, a state banking corporation duly organized and validly existing under the laws of the State of North Carolina (the “Lender”);

WITNESSETH:

WHEREAS, the City is a municipal corporation duly organized and validly existing under the laws of the State of North Carolina;

WHEREAS, pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended, the City may finance or refinance the purchase of certain personal property by contracts that create in such personal property a security interest to secure repayment of the moneys advanced or made available to purchase such equipment;

WHEREAS, after due consideration, the Board of Aldermen of the City has determined to finance the cost of a heavy rescue vehicle and an ambulance for use by the City (the “Equipment”);

WHEREAS, in order for the City to obtain the funds to finance the Equipment, the City has determined to enter into this Agreement whereby the Lender will advance funds to the City to be applied, together with any other available funds, to (a) pay the costs of the Equipment and (b) pay certain financing costs relating thereto, and the City will repay such advancement with interest in installments pursuant to the terms of this Agreement;

WHEREAS, as security for the performance of its obligation under this Agreement, including the payment of the installment payments hereunder, the City will execute and deliver a Security Agreement, dated as of July 10, 2024 (the “Security Agreement”), for the benefit of the Lender, pursuant to which the City will grant the Lender a security interest in the Equipment;

WHEREAS, the Lender is willing to advance moneys to the City for the purpose of financing the costs of the Equipment, and the City is willing to repay the moneys so advanced by the Lender in installments as more fully provided herein; and

WHEREAS, the City and the Lender have each duly authorized the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.1. Definitions and Rules of Construction. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The words “hereby,” “herein,” “hereof,” “hereto,” “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subsections hereof. All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subsections of this Agreement unless some other reference is indicated.

“Act” means Section 160A-20 of the General Statutes of North Carolina, as amended.

“Advancement” means the advance being made by the Lender to the City in the amount of \$_____ pursuant to Section 3.1 to pay the costs of the Equipment and related Closing Costs.

“Agreement” means this Installment Financing Agreement, including any amendment or supplement hereto.

“Board of Aldermen” means the Board of Aldermen of the City.

“City” means the City of Southport, North Carolina, a municipal corporation duly organized and validly existing under and by virtue of the Constitution and laws of the State of North Carolina, and any successor entity.

“Closing” means the date on which the City executes and delivers this Agreement, and the Lender makes the Advancement to the City.

“Closing Costs” means and further includes all items of expense directly or indirectly payable by or reimbursable to the City relating to the financing of the Equipment, including, but not limited to, filing and recording costs, settlement costs, printing costs, word processing costs, reproduction and binding costs, legal fees and charges and financing and other professional consultant fees.

“Determination of Taxability” means and shall be deemed to have occurred on the date when (a) the City shall receive notice from the Lender that the Internal Revenue Service has assessed as includable in gross income the interest component of the Installment Payments made by the City under this Agreement due to, or resulting from, the occurrence of an Event of Taxability or (b) the City or the Lender shall receive notice from the Commissioner or any District Director of the Internal Revenue Service that the interest component of the Installment Payments made by the City under this Agreement is includable in the gross income of the Lender for federal income tax purposes due to, or resulting from, the occurrence of an Event of Taxability.

“Enforcement Limitation” means the provisions of the Act that provide that no deficiency judgment may be rendered against the City in any action for breach of a contractual obligation incurred under the Act and that the taxing power of the City is not and may not be pledged directly or indirectly to secure any moneys due under this Agreement.

“Equipment” means the heavy rescue vehicle and the ambulance financed by the City from the proceeds advanced to the City pursuant to this Agreement, as more particularly described in Exhibit A to the Security Agreement (as the same may be modified from time to time as permitted hereby and by the Security Agreement).

“Event of Nonappropriation” means (a) the failure by the Board of Aldermen to budget and appropriate in its budget for the ensuing Fiscal Year adopted on or about June 30 of each year moneys sufficient to pay all Installment Payments and any reasonably estimated additional payments under this Agreement coming due in the next ensuing Fiscal Year or (b) the Board of Aldermen’s deletion from its duly adopted budget of any appropriation for the purposes specified in clause (a) above. In the event that during any Fiscal Year, any additional payments shall become due that were not included in the City’s current budget, and if there are no moneys available to pay such additional payments prior to the date upon which such additional payments are due, an Event of Nonappropriation shall be deemed to have occurred upon notice by the City to the Lender to such effect.

“Event of Taxability” means the occurrence or existence of any fact, event or circumstance caused by the failure of the City to comply with any covenants in this Agreement or any document or certificate executed by the City in connection with the transactions contemplated by this Agreement which has the effect of causing the interest component of the Installment Payments made by the City under this Agreement to be includable in the gross income of the Lender for federal income tax purposes.

“Fiscal Year” means the period beginning on July 1 of any year and ending on June 30 of the following year.

“Inclusion Date” means the effective date that the interest component of the Installment Payments made by the City under this Agreement is includable in the gross income of the Lender as a result of a Determination of Taxability.

“Installment Payment Date” means each of the dates set forth on the Installment Payment Schedule attached hereto as Exhibit A.

“Installment Payments” means the payments required to be paid by the City pursuant to Section 4.1 in order to repay the Advancement, as specified in Exhibit A attached hereto.

“Investment Obligation” means any security or investment authorized by Section 159-30 of the General Statutes of North Carolina, as may be amended from time to time, or any substitute or successor statute.

“Lender” means First-Citizens Bank & Trust Company, a state banking corporation duly organized and validly existing under the laws of the State of North Carolina, and any of its successors or assigns.

“Net Proceeds” means any proceeds of insurance or taking by eminent domain or condemnation paid with respect to the Equipment remaining after payment therefrom of any expenses (including attorneys’ fees) incurred in the collection thereof.

“Permitted Encumbrances” means, and includes (a) liens for taxes, assessments and other governmental charges due but not yet payable; (b) landlord’s, warehouseman’s, carrier’s, worker’s, vendor’s, mechanic’s and materialmen’s liens and similar liens incurred in the ordinary course of business remaining undischarged for not longer than 60 days from the filing thereof; (c) attachments remaining undischarged for not longer than 60 days from the making thereof; (d) the lien created by the Security Agreement; (e) this Agreement and (f) any lease of the Equipment permitted by Section 8.2(b).

“Security Agreement” means the Security Agreement, dated as of July 10, 2024, from the City for the benefit of the Lender.

“State” means the State of North Carolina.

SECTION 1.2. Exhibits. The following exhibits are attached to, and by reference made a part of, this Agreement:

Exhibit A	Installment Payment Schedule
Exhibit B	Form of Requisition

ARTICLE II

REPRESENTATIONS OF THE CITY AND THE LENDER

SECTION 2.1. Representations, Covenants and Warranties of the City. The City represents, covenants and warrants to the Lender as follows:

(a) The City is a municipal corporation duly organized and validly existing under and by virtue of the Constitution and laws of the State.

(b) The Constitution and laws of the State authorize the City to (i) execute and deliver this Agreement and the Security Agreement, (ii) enter into the transactions contemplated thereby and (iii) carry out its obligations thereunder.

(c) The City has duly authorized and executed this Agreement and the Security Agreement in accordance with the Constitution and laws of the State.

(d) Neither the execution and delivery of this Agreement or the Security Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions or any charter provision, restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitutes a default under any of the foregoing.

(e) No approval or consent is required from any governmental authority with respect to the entering into or performance by the City of this Agreement, the Security Agreement and all other documents related thereto and the transactions contemplated hereby and thereby, or if such approval is required, it has been duly obtained.

(f) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against or affecting the City challenging the validity or enforceability of this Agreement, the Security Agreement or any other documents relating hereto and the performance of the City's obligations hereunder and thereunder.

(g) The City is not in violation of any laws or regulations relating to terrorism or money laundering ("Anti-Terrorism Laws"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order"), and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107 56 (signed into law October 26, 2001) (the "Patriot Act"). Specifically, the City (i) is not an entity that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (ii) is not an entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) is not an entity with which the Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (iv) is not an entity that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or (v) is not an entity that is named as a "specially designated national and blocked person" on the most current list published by the Office of

Foreign Asset Control (“OFAC”) or any list of persons or entities issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list. The City does not and will not conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any blocked or prohibited person or entity described in the preceding sentence or deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or engage in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law or the Patriot Act.

(h) The City acknowledges and agrees that this transaction is an arm’s-length commercial transaction between the City and the Lender. In connection with this transaction, the Lender is acting solely as a principal and not as the City’s agent, advisor or fiduciary. The Lender has not assumed a fiduciary responsibility with respect to this transaction, and nothing in this transaction or in any prior relationship between the City and the Lender shall be deemed to create an advisory, fiduciary or agency relationship between the City and the Lender in respect of this transaction. The City has consulted its own legal and other advisors to the extent it has deemed appropriate.

SECTION 2.2. Representations, Covenants and Warranties of the Lender. The Lender represents, covenants and warrants to the City as follows:

(a) The Lender is a banking corporation organized and existing under the laws of the State of North Carolina and has the requisite power and authority to enter into this Agreement.

(b) Neither the execution and delivery of this Agreement nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of the organizational documents of the Lender or any restriction or any agreement or instrument to which the Lender is now a party or by which the Lender is bound.

(c) The Lender represents that it is entering into the Agreement for its own account with the present intent to hold the Agreement to maturity and with no present intention to resell or distribute the Agreement or any interest therein; provided, however, that the Lender reserves the right at all times to control the disposition of its assets, including this Agreement. The Lender or its assignees may assign or reassign all or any part of this Agreement in accordance with the provisions of Section 8.1.

ARTICLE III

EQUIPMENT FUND

SECTION 3.1. Advancement; Creation of Equipment Fund. In consideration of the covenants, warranties and representations contained herein, and in consideration of the City's agreement to repay the moneys advanced hereunder and interest thereon, the Lender hereby agrees to advance to the City at Closing moneys in the aggregate amount of \$_____ (the "Advancement") to pay the costs of the Equipment and the Closing Costs. The Advancement shall be deposited into an account established by the Lender for the benefit of the City (the "Equipment Fund") and shall be applied solely in accordance with the provisions of this Article.

SECTION 3.2. Acquisition of Equipment. The City has entered into or shall enter into, or cause to be entered into, one or more contracts or purchase orders providing for the acquisition of the Equipment. The City shall cause the acquisition of the Equipment to be carried on expeditiously in accordance with the plans and specifications therefor and in compliance with all applicable ordinances and statutes and requirements of all regularly constituted authorities having jurisdiction over the same.

SECTION 3.3. Investment. The City may invest and reinvest moneys deposited in the Equipment Fund solely in Investment Obligations mutually agreed to by the City and the Lender, and investment earnings on the Equipment Fund shall be retained in the Equipment Fund pending disbursement in accordance with Section 3.4. The City shall be solely responsible for ascertaining that all proposed investments and reinvestments comply with federal, state and local laws, regulations and ordinances governing investment of funds held pursuant to a loan agreement similar in substance to the arrangement contemplated by this Agreement. Accordingly, the Lender shall not be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to investment or reinvestment of all or a portion of the moneys held in the Equipment Fund, and the City hereby agrees, to the extent permitted by law, to release and indemnify and hold harmless the Lender from any such liability, cost, expense, loss or claim.

SECTION 3.4. Disbursements. Unless the Equipment Fund is earlier terminated in accordance with the provisions of Section 3.5, the moneys held in the Equipment Fund shall be used to pay the Closing Costs and the costs of the Equipment. Disbursements from the Equipment Fund may only be made upon submission to the Lender at least two (2) business days prior to such disbursement of a written requisition prepared by the City Manager or the Finance Director of the City or their designees, substantially in the form set forth in Exhibit B attached hereto, together with such supporting documents and other items as the Lender may reasonably request. If the moneys held in the Equipment Fund and any other moneys provided by the City are insufficient to pay all of the Closing Costs and the costs of the Equipment, the City shall provide any balance of the funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Equipment Fund after completion of the acquisition of the Equipment, as evidenced by a written certificate of completion executed by the City Manager or Finance Director of the City and delivered to the Lender stating that the Equipment has been acquired and there are no mechanic's or other liens against the Equipment for labor or materials furnished in

connection with the Equipment, may be applied to the next succeeding Installment Payments until such time as such moneys are expended or may be applied to prepay in whole or in part the outstanding principal component of the Installment Payments in accordance with the terms and provisions of Section 10.1.

SECTION 3.5. Termination. The Equipment Fund shall be terminated at the earliest of (a) the final distribution of moneys from the Equipment Fund, (b) written notice given by the Lender of an event of default by the City under this Agreement or (c) termination of this Agreement.

SECTION 3.6. Reliance of the Lender on Documents. The Lender may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Lender shall not be liable in any manner for the sufficiency or correctness as to the form, manner of execution, or validity of any instrument or as to the identity, authority, or right of any person executing the same; and the Lender's duties hereunder shall be limited to the receipts of such moneys, instruments or other documents received by it as the Lender, and for the disposition of the same in accordance herewith.

SECTION 3.7. Disclaimer of the Lender. The City acknowledges and agrees that the design of the Equipment has not been made by the Lender, and the Lender has not supplied any plans or specifications with respect thereto and that the Lender (a) is not a manufacturer of, nor a dealer in, any of the component parts of the Equipment or similar Equipment, (b) has not made any recommendation, given any advance nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Equipment or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Equipment or any component part thereof or any property or rights relating thereto at any stage of the construction thereof, (c) has not at any time had physical possession of the Equipment or any component part thereof or made any inspection thereof or any property or rights relating thereto, and (d) has not made any warranty or other representation, express or implied, that the Equipment or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the City intends therefore, or (iii) is safe in any manner of respect.

THE LENDER MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT OR ANY COMPONENT PART THEREOF TO THE CITY OR ANY OTHER CIRCUMSTANCE WHATSOEVER WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE; THE DESIGN OR CONDITION THEREOF; THE SAFETY, WORKMANSHIP, QUALITY OR CAPACITY THEREOF; COMPLIANCE THEREOF WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; ANY LATENT DEFECT; THE TITLE TO OR INTEREST OF THE LENDER THEREIN BEYOND THAT TITLE OR INTEREST WHICH THE CITY OBTAINS FROM THE LENDER PURSUANT HERETO; THE ABILITY THEREOF TO PERFORM ANY

FUNCTION; THAT THE PROCEEDS DERIVED FROM THE ADVANCEMENT WILL BE SUFFICIENT, TOGETHER WITH ANY OTHER AVAILABLE FUNDS OF THE CITY, TO PAY THE COST OF ACQUIRING THE EQUIPMENT; OR ANY OTHER CHARACTERISTICS OF THE EQUIPMENT, IT BEING AGREED THAT ALL RISKS RELATING TO THE EQUIPMENT, THE COMPLETION THEREOF OR THE TRANSACTIONS CONTEMPLATED HEREBY ARE TO BE BORNE BY THE CITY, AND THE BENEFITS OF ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS OF THE LENDER ARE HEREBY WAIVED BY THE CITY.

ARTICLE IV

REPAYMENT OF THE ADVANCEMENT; SECURITY FOR REPAYMENT

SECTION 4.1. Repayment of the Advancement. (a) The City shall repay the Advancement, with interest, computed at the rate of 4.58% per annum, in installments due at the times and in the amounts set forth in Exhibit A.

(b) All Installment Payments required to be made to the Lender hereunder shall be made to First-Citizens Bank & Trust Company in accordance with wire instructions provided by the Lender or as may otherwise be directed by the Lender.

(c) In the event of a Determination of Taxability, the interest rate payable under this Agreement, from and after the Inclusion Date, shall be adjusted to preserve the Lender's after-tax economic yield with respect to the interest components of the Installment Payments, taking into account any interest expense deductions lost by the Lender as a direct or indirect result of the City's actions. In addition, the City shall pay to the Lender (i) an amount necessary to reimburse the Lender for any interest, penalties, or other charges assessed by the Internal Revenue Service and the Department of Revenue by reason of the Lender's failure to include the interest portion of the Installment Payments in its gross income for income tax purposes, and (ii) upon request of the Lender, additional interest as a result of the increase in the interest rate on all previous payments made by the City after the Inclusion Date. In the event of a Determination of Taxability, the Lender shall provide the City with a new Installment Payment Schedule which reflects the new interest rate which will replace the Installment Payment Schedule set forth in Exhibit A.

(d) The City represents that (i) it is a governmental unit with general taxing powers, (ii) the obligations represented by this Agreement do not constitute private activity bonds within the meaning of the Internal Revenue Code of 1986, as amended (the "Code"), (iii) 95% or more of the net proceeds advance to the City under this Agreement are to be used for local governmental activities of the City and (iv) the aggregate face amount of all tax-exempt obligations (not counting private-activity bonds except for qualified 501(c)(3) bonds, as defined in the Code) issued by the City (and all subordinate entities thereof) during calendar year 2024 does not, and will not, exceed \$10,000,000. The City also represents that it has designated each of the Installment Payments under this Agreement as a "qualified tax-exempt obligation" for the purposes of the Code. In the event the City breaches either of these representations, the interest rate payable under this Agreement shall be adjusted to preserve the Lender's after-tax economic yield with respect to the interest component of the Installment Payments, taking into account any interest expense deductions lost by the Lender as a direct or indirect result of the City's actions. In addition, the City shall pay to the Lender (i) an amount necessary to reimburse the Lender for any interest, penalties, or other charges assessed by the Internal Revenue Service and the Department of Revenue by reason of such loss of bank qualification, and (ii) upon request of the Lender, additional interest as a result of the increase in the interest rate on all previous payments made by the City since the effective date of the loss of such interest expense deductions. In such

event, the Lender shall provide the City with a new Installment Payment Schedule which reflects the new interest rate which will replace the Installment Payment Schedule set forth in Exhibit A.

(e) The City agrees to give prompt written notice to the Lender upon the City's receipt of any notice or information from any source whatsoever to the effect that an Event of Taxability, a Determination of Taxability or any event affecting the Lender's deductibility of its interest expense as described in subsection (d) of this Section shall have occurred.

SECTION 4.2. Budget and Appropriation. (a) The officer of the City at any time charged with the responsibility for formulating budget proposals shall include in the budget proposals for review and consideration by the Board of Aldermen in any Fiscal Year in which this Agreement shall be in effect, items for all Installment Payments and any additional payments required for such Fiscal Year under this Agreement or the Security Agreement. Any budget item referred to in this Section shall be deleted from the applicable budget by the Board of Aldermen only by the adoption of a resolution to such effect containing a statement of its reasons therefor, which resolution shall be adopted by roll-call vote and shall be included within the minutes of the Board of Aldermen. The City shall furnish the Lender with copies of its annual budget promptly after its adoption and copies of any amended budget affecting appropriations for Installment Payments or additional payments required under this Agreement or the Security Agreement. The City shall promptly provide written notice to the Lender of any Event of Nonappropriation.

(b) NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A DELEGATION OF GOVERNMENTAL POWERS NOR AS A DONATION BY OR A LENDING OF THE CREDIT OF THE CITY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE CITY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT IS IN EFFECT; PROVIDED, HOWEVER, THAT ANY FAILURE OR REFUSAL BY THE CITY TO APPROPRIATE FUNDS WHICH RESULTS IN THE FAILURE BY THE CITY TO MAKE ANY PAYMENT COMING DUE HEREUNDER WILL IN NO WAY OBTAIN THE OCCURRENCE OF THE EVENT OF DEFAULT RESULTING FROM SUCH NONPAYMENT. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE CITY IN ANY ACTION FOR BREACH OF A CONTRACTUAL OBLIGATION UNDER THIS AGREEMENT AND THE TAXING POWER OF THE CITY IS NOT AND MAY NOT BE PLEDGED DIRECTLY OR INDIRECTLY OR CONTINGENTLY TO SECURE ANY MONEYS DUE UNDER THIS AGREEMENT.

No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the City's moneys, nor shall any provision of this Agreement restrict the future issuance of any of the City's bonds or moneys. To the extent of any conflict between this Section and any other provision of this Agreement, this Section shall take priority.

SECTION 4.3. Security Agreement. In order to secure its obligations under this Agreement, including its obligation to make the Installment Payments hereunder, the City will execute and deliver the Security Agreement simultaneously with the execution and delivery of this Agreement granting to the Lender a security interest in the Equipment.

SECTION 4.4. No Set-Off, Recoupment, Etc. Subject to Section 4.2 and the Enforcement Limitation, the obligation of the City to make the Installment Payments hereunder and to perform and observe the other covenants of this Agreement shall be absolute and unconditional, and the City will pay without abatement, diminution or deduction all such amounts regardless of any cause or circumstance whatsoever, including, without limitation, any defense, set-off, recoupment or counterclaim that the City may have against the Lender.

ARTICLE V

INSURANCE

SECTION 5.1. Insurance. (a) The City shall, during the term of this Agreement and at all times before all Installment Payments have been paid, continuously insure the Equipment, or cause the Equipment to be insured, against loss or damage to any portion of the Equipment by fire and all other risks covered by the standard extended coverage endorsement then in use in the State in an amount equal to 100% of the actual cash value of such Equipment (subject to a deductible clause not to exceed \$50,000 for any one loss), paying as the same become due all premiums in respect thereof. The policy providing for such insurance shall name the Lender as loss payee. In addition, the City shall (i) maintain a comprehensive general liability policy or policies in protection of the City, its officers, agents and employees, which policy or policies shall cover such losses and shall have such deductible amounts as shall be satisfactory to the City and (ii) maintain workers' compensation insurance to insure its employees against liability for workers' compensation under the laws of the State. Such insurance required by this subsection shall be provided by an insurance company that is authorized to do business in the State and having a financial strength rating by A.M. Best Company of "A-" or better.

(b) Notwithstanding the foregoing, in lieu of obtaining the policies of insurance required by this Section, the City may adopt alternative risk management programs which it determines to be reasonable, including, without limitation, to self-insure in whole or in part, individually or in connection with other institutions, to participate in programs of captive insurance companies, to participate with other institutions in mutual or other cooperative insurance or other risk management programs, to participate in State or federal insurance programs, to take advantage of State or federal laws now or hereafter in existence limiting liability, or to establish or participate in other alternative risk management programs, all as may be reasonable and appropriate risk management by the City. In addition, any insurance coverage pursuant to this Section may also be pursuant to a program whereby the City self-insures against certain losses up to a stated loss amount, and retains excess coverage from an insurer meeting the requirements of this Section.

(c) The insurance coverage required under this Section may be maintained under a blanket policy covering other properties of the City.

(d) The City shall cause to be delivered to the Lender annually a certificate or other evidence showing that the insurance policies or alternative risk management programs required or permitted by this Agreement are in full force and effect. Furthermore, the City shall not cancel or modify such insurance or other coverage required by this Section in any way that would affect the interests of the Lender without first giving, or causing to be given, written notice thereof to the Lender at least 30 days in advance of such cancellation or modification.

(e) The City shall cooperate fully with the Lender in filing any proof of loss with respect to any insurance policy maintained pursuant to this Section.

SECTION 5.2. Damage and Destruction. If at any time before all Installment Payments have been paid, the Equipment is damaged or destroyed by fire, flood, windstorm or other casualty, the City shall cause the Net Proceeds from insurance, or an amount equal thereto,

to be used for the repair, restoration or replacement of the Equipment or to the prepayment of the principal components of the Installment Payments as provided in Article VI. In the case of any damage to or destruction of the Equipment exceeding \$100,000 in any Fiscal Year, the City shall give prompt written notice thereof to the Lender. All equipment, machinery or other personal property so acquired from such Net Proceeds pursuant to this Section shall be purchased free of all liens and encumbrances, other than Permitted Encumbrances, and shall become a part of the Equipment, subject to the security interest created by the Security Agreement.

SECTION 5.3. Advances. In the event the City shall fail to keep the Equipment in good repair and working order or shall fail to maintain any insurance required by Section 5.1, the Lender may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. All amounts so advanced by the Lender shall constitute additional amounts advanced hereunder, and, subject to the Enforcement Limitation, the City agrees to pay such amounts so advanced by the Lender with interest thereon from the due date until paid at a rate equal to 5.00% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VI
DAMAGE, DESTRUCTION AND EMINENT DOMAIN;
USE OF NET PROCEEDS

SECTION 6.1. Obligation of the City to Repair and Replace the Equipment. Unless applied to the prepayment in whole or in part of the principal components of the Installment Payments pursuant to Section 6.2 and Section 10.1, the City shall cause the Net Proceeds of any insurance policies in excess of \$100,000 to be deposited in a separate fund maintained by the City with the Lender or its designee. Except as set forth in Section 6.2, all Net Proceeds shall be applied to the prompt repair, restoration or replacement of the Equipment and, if required to be deposited with the Lender, shall be disbursed upon receipt of requisitions in the same manner specified in Section 3.4 for disbursements from the Equipment Fund. The Lender shall cooperate with the City in the administration of such fund and shall not unreasonably withhold its approval of requisitions under this Section. Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of such Net Proceeds shall be the property of the City, subject to the Security Agreement and Permitted Encumbrances, and shall be included as part of the Equipment under this Agreement.

SECTION 6.2. Insufficiency of Net Proceeds; Discharge of the Obligation of the City to Repair the Equipment. (a) If the Net Proceeds shall be insufficient to pay in full the cost of repair, restoration or replacement of the Equipment, the City may elect to complete the work and pay any cost in excess of the amount of the Net Proceeds, and the City agrees that, if by reason of any such insufficiency of the Net Proceeds, the City shall make any payments pursuant to the provisions of this subsection, the City shall not be entitled to any reimbursement therefor from the Lender, nor shall the City be entitled to any diminution of the Installment Payments payable under Section 4.1.

(b) If the City elects not to apply the Net Proceeds to the repair, restoration or replacement of the Equipment, the City may apply the Net Proceeds of such insurance policies, together with any other available funds of the City, to the prepayment in whole or in part of the principal component of the Installment Payments pursuant to Section 10.1. In the event the amount of such Net Proceeds exceeds the amount necessary to prepay the principal component of all remaining Installment Payments, plus the interest component of the Installment Payments accrued to the date of prepayment, such excess shall be paid to or retained by the City.

Within 90 days following the receipt of Net Proceeds, unless a further extension is approved by the Lender, the City shall commence the repair, restoration or replacement of the Equipment, or shall apply the Net Proceeds and any other available funds of the City to the prepayment in whole or in part of the principal component of the Installment Payments pursuant to Section 10.1. For purposes of this subsection, “commence” shall include the retention of an engineer in anticipation of the repair, restoration, modification, improvement or replacement of the Equipment. In the event that the City shall, after commencing the repair, restoration, modification, improvement or replacement of the Equipment, determine that the Net Proceeds (plus any amount withheld therefrom by reason of any deductible clause) shall be insufficient for the accomplishment thereof, the City may, subject to the provisions set forth above, elect to

apply the Net Proceeds to the prepayment in whole or in part of the principal components of the Installment Payments pursuant to Section 10.1.

SECTION 6.3. Cooperation of the Lender. The Lender shall cooperate fully with the City in filing any proof of loss with respect to any insurance policy covering the events specified in Section 5.1. In no event shall the Lender or the City voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Equipment without the written consent of the other.

ARTICLE VII

COVENANTS OF THE CITY

SECTION 7.1. Access to the Equipment. The City agrees that the Lender and its agents and employees, shall have the right, at all reasonable times during normal business hours of the City upon the furnishing of reasonable notice to the City under the circumstances, to examine and inspect the Equipment or any portion thereof. The City further agrees that the Lender and the Lender's successors, assigns or designees shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by the City to perform its obligations hereunder. No right of inspection shall be deemed to impose on the Lender any duty or obligation whatsoever to undertake any inspection, and no inspection made by the Lender shall be deemed to impose upon the Lender any duty or obligation to identify any defects in the Equipment or to notify any person with respect thereto.

SECTION 7.2. Maintenance, Utilities, Taxes and Assessments. (a) Subject to the Enforcement Limitation, the City shall provide for the repair and replacement of any portion of the Equipment required on account of ordinary wear and tear or want of care.

(b) Subject to the Enforcement Limitation, the City shall also pay, or provide for the payment of, all taxes and assessments, including, but not limited to, utility charges of any type or nature levied, assessed or charged against any portion of the Equipment; provided, however, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City shall be obligated to pay only such installments as are required to be paid as and when the same become due.

(c) The City may, at the City's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided, however, that prior to such nonpayment, the City shall furnish to the Lender an opinion of counsel acceptable to the Lender to the effect that, by nonpayment of any such items, the interest of the Lender in the Equipment will not be materially endangered and that all or any portion of the Equipment will not be subject to loss or forfeiture. Otherwise, subject to the Enforcement Limitation, the City shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof.

SECTION 7.3. Modification of the Equipment. The City shall, in its sole discretion and at its own expense, have the right to make additions, modifications and improvements to any portion of the Equipment if such additions, modifications or improvements are necessary or beneficial for the use of the Equipment. Such additions, modifications and improvements shall not in any way damage any of the Equipment (unless such damage is to be repaired as provided in Section 6.1) or cause the Equipment to be used for purposes other than those authorized under the provisions of law, and the Equipment, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not less than the value of the Equipment immediately prior to the making of such additions, modifications and

improvements. All such items, as so modified, shall be subject to the lien of the Security Agreement.

Except for Permitted Encumbrances, the City shall not permit any lien to be established or remain against the Equipment for labor or materials furnished in connection with any additions, modifications or improvements made by the City pursuant to this Section; provided, however, that if any such lien is established, the City may, at its own expense and in its name, in good faith contest any lien filed or established against the Equipment, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, provided that the City shall furnish to the Lender full security against any loss or forfeiture which might arise from the nonpayment of any such item in form satisfactory to the Lender.

SECTION 7.4. Encumbrances. Except as provided in this Article (including, without limitation, Section 7.3 and this Section), the City shall not, directly or indirectly, create, incur, assume or suffer to exist any pledge, lien, charge, encumbrance or claim, as applicable, on or with respect to the Equipment, other than Permitted Encumbrances. Except as expressly provided in this Article and subject to the Enforcement Limitation, the City shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such pledge, lien, charge, encumbrance or claim for which it is responsible if the same shall arise at any time; provided, however, that the City may contest any such lien, charge, encumbrance or claim if it desires to do so and if it provides the Lender with full security against any loss or forfeiture which might arise from the nonpayment of any such item in form satisfactory to the Lender.

SECTION 7.5. Indemnification of the Lender. To the fullest extent permitted by law, the City covenants to defend, indemnify and hold harmless the Lender and its officers, directors, members, employees and agents (collectively, the “Indemnified Party”) against any and all losses, claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which such Indemnified Party may become subject under any statute or at law or in equity or otherwise in connection with the transactions contemplated by this Agreement or the Security Agreement and shall reimburse any such Indemnified Party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of the transactions contemplated by this Agreement or the Security Agreement. In particular, without limitation, the City shall and hereby agrees, to the fullest extent permitted by law, to indemnify and save the Indemnified Party harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of any breach or default on the part of the City in the performance of any of its obligations under this Agreement or the Security Agreement.

SECTION 7.6. Financial Information to the Lender. The City agrees that it will furnish to the Lender, when the same become available, but in no event later than 180 days after the end of the Fiscal Year, its annual audited financial statements and, upon the written request of the Lender, it will furnish to the Lender information regarding its annual budget as submitted or approved.

ARTICLE VIII

ASSIGNMENT, LEASING AND AMENDMENT

SECTION 8.1. Assignment by the Lender. The Lender may, at any time and from time to time, assign to any bank, insurance company or similar financial institution all or any part of its interest in the Equipment or this Agreement, including, without limitation, the Lender's rights to receive the Installment Payments and any additional payments due and to become due hereunder. Reassignment by any assignee may also only be to a bank, insurance company or similar financial institution. The City agrees that this Agreement may become part of a pool of obligations at the Lender's or its assignee's option. The Lender or its assignees may assign or reassign either the entire pool or any partial interest herein. Notwithstanding the foregoing, no assignment or reassignment of the Lender's interest in the Equipment or this Agreement shall be effective unless and until the City shall receive a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each assignee. The City covenants and agrees with the Lender and each subsequent assignee of the Lender to maintain for the full term of this Agreement a written record of each such assignment or reassignment. The City hereby appoints the Lender as its agent for the purpose of maintaining any written record in connection with an assignment under this Section, and the Lender hereby accepts such appointment. The City agrees to execute any document reasonably required by the Lender in connection with any assignment. Notwithstanding any assignment by the Lender of its interest in this Agreement, the City shall not be obligated to provide any financial or other information to any assignee of the Lender except as set forth in Section 7.6.

After the giving of notice described above to the City, the City shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgement shall in no way be deemed to make the assignment effective.

The Lender covenants that any disclosure document circulated by it or an assignee in connection with the sale of the Lender's rights in this Agreement will contain a statement to the effect that the City has not reviewed and is not responsible for the disclosure document. The Lender covenants to defend, indemnify and hold harmless the City and its officers, employees and agents against any and all losses, claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which such indemnified party may become subject on account of any statement included in a disclosure document, or failure to include a statement in a disclosure document, unless the City shall have expressly approved the use of such disclosure document.

SECTION 8.2. Assignment and Lease by the City. (a) This Agreement may not be assigned by the City.

(b) The City may lease all or any portion of the Equipment, subject to each of the following conditions:

(i) the obligation of the City to make Installment Payments hereunder shall remain obligations of the City;

(ii) the City shall within thirty (30) days prior to the execution and delivery of any such lease, furnish or cause to be furnished to the Lender, a true and complete copy of the form of such lease;

(iii) the Lender shall have received evidence satisfactory to the Lender that such lease is subordinate in all respects to the lien of the Security Agreement; and

(iv) the lease by the City shall not cause the Equipment to be used for a purpose other than a governmental or proprietary function of the City authorized under the provisions of the Constitution and laws of the State and shall not cause the interest component in the Installment Payments to be includable in gross income of the Lender for federal income tax purposes.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

SECTION 9.1. Events of Default Defined. The following shall be “events of default” under this Agreement and the terms “events of default” and “default” shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) The failure by the City to pay any Installment Payment required to be paid hereunder when due.

(b) The occurrence of an Event of Nonappropriation.

(c) Failure of the City or the Lender to receive insurance proceeds as a result of damage or destruction of any of the Equipment resulting from the failure of the City to maintain the insurance coverage required by Section 5.1.

(d) Failure by the City to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a), (b) or (c) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Lender; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period and if corrective action is instituted by the City within the applicable period and diligently pursued, the City shall have such additional period of time to correct the failure as shall be necessary to correct such failure so long as such correction is diligently pursued.

(e) The City becomes insolvent or the subject of insolvency proceedings; or is unable, or admits in writing its inability, to pay its debts as they mature; or makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its property; or files a petition or other pleading seeking reorganization, composition, readjustment or liquidation of assets, or requesting similar relief; or applies to a court for the appointment of a receiver for it or for the whole or any part of its property; or has a receiver or liquidator appointed for it or for the whole or any part of its property (with or without the consent of the City) and such receiver is not discharged within ninety (90) consecutive days after his appointment; or becomes the subject of an “order for relief” within the meaning of the United States Bankruptcy Code; or files an answer to a creditor’s petition admitting the material allegations thereof for liquidation, reorganization, readjustment or composition or to effect a plan or other arrangement with creditors or fail to have such petition dismissed within sixty (60) consecutive days after the same is filed against the City.

(f) The occurrence of an “Event of Default” under the Security Agreement as defined therein.

(g) The City shall fail to pay the principal of or the interest or any redemption premium on any general obligation bonds or notes of the City as required by such bonds or notes or the documents providing for the issuance thereof, or shall fail to pay any principal or interest

payment, installment payment or lease payment when due under any other borrowing agreement with the Lender or any affiliate of the Lender.

(h) Any warranty, representation or statement made by the City herein or in the Security Agreement or any other document executed and delivered by the City in connection herewith is found to be incorrect or misleading in any material respect as of the date made.

SECTION 9.2. Remedies on Default. Upon the occurrence of any event of default under Section 9.1, the Lender may, without any further demand or notice, exercise any one or more of the following remedies:

(a) declare the entire amount of the principal component of the Installment Payments and the accrued and unpaid interest component to the date of declaration to be immediately due and payable;

(b) exercise all remedies available at law or in equity or under the Security Agreement, including sale of the Equipment, and apply the proceeds of any such sale or other disposition, after deducting all costs and expenses, including court costs and reasonable attorneys' fees incurred with the recovery, repair, storage and other sale or other disposition costs, toward the principal component and accrued and unpaid interest of the balance of Installment Payments due; and

(c) subject to the Enforcement Limitation, proceed by appropriate court action to enforce performance by the City of the applicable covenants of this Agreement or to recover for the breach thereof.

NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN, IT IS THE INTENT OF THE PARTIES HERETO TO COMPLY WITH SECTION 160A-20 OF THE GENERAL STATUTES OF NORTH CAROLINA, AS AMENDED. NO DEFICIENCY JUDGMENT MAY BE ENTERED AGAINST THE CITY IN FAVOR OF THE LENDER OR ANY OTHER PERSON IN VIOLATION OF SAID SECTION 160A-20, INCLUDING, WITHOUT LIMITATION, ANY DEFICIENCY JUDGMENT FOR AMOUNTS THAT MAY BE OWED HEREUNDER WHEN THE SALE OF ALL OR ANY PORTION OF THE EQUIPMENT IS INSUFFICIENT TO PRODUCE ENOUGH MONEYS TO PAY IN FULL ALL REMAINING OBLIGATIONS HEREUNDER.

SECTION 9.3. No Remedy Exclusive. No remedy conferred herein upon or reserved to the Lender is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. To the extent permitted by law, any delay or omission to exercise any right or power accruing upon any default shall not impair any such right or power nor shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lender to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required in this Article or by law.

SECTION 9.4. Agreement to Pay Attorneys' Fees and Expenses. In the event the City should default under any of the provisions hereof and the Lender should employ attorneys

or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the City contained herein, the City agrees that it will pay on demand to the Lender, subject to the limitations and provisions of Section 6-21.2 of the General Statutes of North Carolina, as amended, the reasonable fees of such attorneys and such other expenses so incurred by the Lender. For purposes of this Section, the reasonable fees of attorneys shall mean attorneys' fees actually incurred at such attorneys' standard hourly rate for such services and shall not be based on any percentage of the outstanding amount due; provided, however that such attorneys' fees shall not exceed the maximum amount permitted by law.

SECTION 9.5. No Additional Waiver Implied by One Waiver. In the event any provision contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder except as may be provided by law.

ARTICLE X

PREPAYMENT OF INSTALLMENT PAYMENTS

SECTION 10.1. Prepayment of Installment Payments. (a) The City may prepay in whole, but not in part, the outstanding principal component of the Installment Payments on any date at a prepayment price of 100% of the principal component of the Installment Payments to be prepaid, plus accrued interest to the prepayment date.

(b) The City may prepay in part the outstanding principal component of the Installment Payments on any date at a prepayment price of 100% of the principal component of the Installment Payments to be prepaid, plus accrued interest to the prepayment date, but only from the following sources: (i) remaining proceeds in the Equipment Fund following completion of acquisition of the Equipment as provide in Section 3.4, (ii) Net Proceeds of the Equipment as provided in Section 6.2 and (iii) grant funds received by the City with respect to the Equipment (provided such prepayment in part from grant funds shall be limited to two prepayments and shall not exceed an aggregate amount of \$500,000). Any partial prepayment of the principal component of the Installment Payments shall be applied in inverse order of maturity or otherwise as consented to in writing by the Lender. In the event of any partial prepayment, the Installment Payment Schedule attached hereto as Exhibit A shall be modified as appropriate to reflect such partial prepayment.

(c) The City shall provide written notice to the Lender of any prepayment in whole or in part pursuant to this Section at least ten (10) days prior to the prepayment date (unless otherwise waived by the Lender).

ARTICLE XI
MISCELLANEOUS

SECTION 11.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received upon the earlier of actual receipt or three days after deposit in the United States first-class, registered or certified mail (unless otherwise provided herein), postage prepaid, at the following addresses:

If to the City:

City of Southport, North Carolina
1029 N. Howe Street
Southport, North Carolina 28461
Attention: Finance Director

If to the Lender:

First-Citizens Bank & Trust Company
1230 Main Street, 2nd Floor
Columbia, South Carolina 29201
Attention: Steve Groth, Senior Vice President

The City and the Lender, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

SECTION 11.2. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the City and the Lender and their respective successors and assigns. Whenever in this Agreement either the City or the Lender is named or referred to, such reference shall be deemed to include the successors or assigns thereof and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Lender shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

SECTION 11.3. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 11.4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 11.5. Commitment Letter. The terms of this Agreement shall supersede the terms of any commitment letter, proposal or other term sheet provided by the Lender. To the extent of any conflict between this Agreement and such other documents, this Agreement shall take priority.

SECTION 11.6. Applicable Law. This Agreement shall be construed and governed in accordance with the laws of the State of North Carolina.

SECTION 11.7. E-Verify. The Lender hereby certifies that the Lender understands that “E-Verify” is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Lender uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Lender shall require that any subcontractor that it uses in connection with the transactions contemplated by this Agreement certify to such subcontractor’s compliance with E-Verify.

IN WITNESS WHEREOF, the City and the Lender have caused this Agreement to be executed in their respective names by their respective duly authorized officers as of the date first above written.

CITY OF SOUTHPORT, NORTH CAROLINA

[SEAL]

By: _____
Mayor

Attest:

City Clerk

FIRST-CITIZENS BANK & TRUST COMPANY

By: _____
Senior Vice President

EXHIBIT A

INSTALLMENT PAYMENT SCHEDULE

<u>Installment Payment Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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EXHIBIT B

[Form of Requisition]

Date: _____

The following request is made for a disbursement from the Equipment Fund pursuant to Section 3.4 of the Installment Financing Agreement, dated as of July 10, 2024 (the "Agreement"), between the City of Southport, North Carolina (the "City") and First-Citizens Bank & Trust Company (the "Lender"):

1. The amount of the requested disbursement to be paid to the City: \$ _____

2. The method of disbursement (limited to two draws per month):

☐ First-Citizens Bank Account Transfer to Account No. _____
Account Name: _____

☐ Wire Transfer to Bank Name: _____
ABA No: _____
Credit Account Name: _____
Credit Account No.: _____
Special Instructions: _____

3. A brief description of the purpose of the disbursement: _____

4. The undersigned certifies as follows:

- a. Payment of the disbursement for the purpose(s) requested will not cause the undersigned to be in violation of any of terms of the Agreement.
- b. The amounts requested to be disbursed were properly incurred in connection with the acquisition of the Equipment or a relate financing costs and were not subject of any previous request for disbursement.
- c. The amount requested for disbursement has been duly paid by the City or is presently due and payable by the City.
- d. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable under the Agreement any notice of any such lien, attachment or claim has been received, such lien, attachment or

claim has been released or discharged or will be released or discharged upon payment of this disbursement.

- e. This disbursement contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.
 - f. No Event of Default is continuing under the Agreement, and no event or condition is existing which, with notice or lapse of time or both, would become an Event of Default.
 - g. The Borrower has in place (or will have in place upon receipt of the Equipment) insurance on the Equipment that complies with the insurance provisions of the Agreement.
- 5. Attached hereto are the following (as applicable): proof of insurance, bills, receipts, invoices or other documents evidencing the amounts and purposes for which the disbursement is requested.
 - 6. Also attached hereto is a list of the Equipment to which this requisition applies, including descriptions, quantities and serial numbers (as applicable).
 - 7. The City agrees that the Equipment subject to this requisition may be added to the description of the Equipment set forth in Exhibit A to the Security Agreement (as defined in the Agreement) without further notice to or request by the City.
- ☐ (Check if the following sentence is true): Acceptance Certificate. The items of Equipment subject to this requisition represent the final items of the Equipment to be accepted by the City. The City has acquired and accepted all of the Equipment to be financed with the proceeds of the Agreement.

By: _____

Name: _____

Title: _____

Send Completed Form and Attachments to:

courtney.dunlap@firstcitizens.com

or mail to: Courtney Dunlap, MC994082
Government Lending Coordinator
First-Citizens Bank & Trust Company
1230 Main Street, Columbia, SC 29201

Original Loan Amount: \$_____

File Lien Holder (Title) and Certificate Holder & Loss Payee (Certificate of Insurance) as follows: First-Citizens Bank & Trust Company, P.O. Box 26592 - DAC20, Raleigh, NC 27611

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of July 10, 2024 (the “Security Agreement”), is made by the CITY OF SOUTHPORT, NORTH CAROLINA, a municipal corporation duly organized and validly existing under the laws of the State of North Carolina (the “City”), for the benefit of FIRST-CITIZENS BANK & TRUST COMPANY, a state banking corporation duly organized and validly existing under the laws of the State of North Carolina (the “Lender”), or any successor and assign, being hereinafter referred to as the “Secured Party;”

WITNESSETH:

WHEREAS, the City has entered into an Installment Financing Agreement, of even date herewith (the “Agreement”), with the Lender, whereby the Lender has agreed to advance funds to the City in the principal amount of \$_____ to (a) pay the costs of the Equipment (as defined in the Agreement) and (b) pay certain related financing costs, and the City has agreed to repay the funds advanced to the City with interest in installments due at the times and in the amounts set forth in the Agreement (the “Installment Payments”), the final Installment Payment being due on July 8, 2029;

WHEREAS, the City desires to secure (a) the payment of the Installment Payments due under the Agreement, (b) the performance by the City of all of its other obligations under the Agreement, (c) the payment of any and all other indebtedness which this Security Agreement by its terms secures and (d) the performance by the City of the covenants and agreements contained in this Security Agreement by granting to the Secured Party a security interest in the Collateral (hereinafter defined);

NOW, THEREFORE, in order to induce the Lender to make the advancement under the Agreement, and in consideration of the benefits to accrue to the City by reason thereof, and for other good and valuable consideration, receipt of which is hereby mutually acknowledged, the parties hereby agree as follows:

Section 1. Uniform Commercial Code Security Agreement. The City hereby grants to the Secured Party, as security for the payment of all Installment Payments under the Agreement and the performance by the City of all of its other obligations under the Agreement and this Security Agreement, a security interest in (a) all of the Equipment financed by the City from the amounts advanced to the City pursuant to the Agreement, as more particularly described in Exhibit A hereto, including substitutions and replacements thereof or thereto as permitted by the Agreement, and all proceeds (cash and non-cash), including the proceeds of insurance and (b) the Equipment Fund (as defined in the Agreement), all sums contained therein, any investment of funds in the Equipment Fund and all products and proceeds thereof (collectively, the “Collateral”). To the extent that the Equipment actually purchased by the City is inconsistent with the description of the Equipment included in Exhibit A hereto, the City shall cause Exhibit A hereto to be modified as necessary to properly reflect the actual Equipment acquired by the City with the amounts advanced under the Agreement and shall provide a copy thereof to the Secured Party.

The City shall execute, deliver and file, or cause to be filed, in such place or places as may be required by the Secured Party, Uniform Commercial Code financing statements (including any continuation statements or amendments thereto required to be filed to continue the perfection of the security interest granted hereby) in such form as may be required to perfect and continue the perfection of the security interest hereby granted in the Collateral.

The City further agrees to provide the Lender with any additional information requested by the Secured Party necessary to identify the particular Equipment and to provide such identification markings on the Equipment, in form satisfactory to the Secured Party, as the Secured Party deems necessary or appropriate to give notice of the Secured Party's security interest in the Equipment, and upon assignment, the interest of any assignee of the Secured Party in the Equipment.

To the extent any Equipment is a motor vehicle required to be titled under North Carolina law, upon the written request of the Secured Party at any time during the term of this Agreement, such vehicle is to be registered and titled as follows:

- (a) Registered Owner: City of Southport, North Carolina
- (b) Lienholder: First-Citizens Bank & Trust Company
P.O. Box 26592 – DAC20
Raleigh, North Carolina 27611

The City shall be responsible for the correct titling of all Equipment. If so requested by the Secured Party, the City shall cause the original Certificates of Title to be delivered to the Secured Party for retention in the Secured Party's files throughout the term of the Agreement.

To the extent permitted by law, the Equipment is and shall at all times remain personal property, whether or not affixed to or installed upon real property, and none of the Equipment shall constitute fixtures within the meaning of the Uniform Commercial Code, as adopted by the State of North Carolina (the "UCC").

Section 2. Representations, Warranties and Covenants. The City hereby represents, warrants and covenants as follows:

(a) The City is and shall continue to be the absolute owner of the Collateral, free and clear of all encumbrances and security interests, other than Permitted Encumbrances (as defined in the Agreement).

(b) The City shall not sell, transfer, exchange, lease, mortgage, encumber, pledge or otherwise dispose of all or any part of the Collateral, except as provided in the Agreement and this Security Agreement.

(c) The City shall execute and deliver to the Secured Party concurrently with the execution and delivery of this Security Agreement and upon the request of the Secured Party from time to time thereafter, all financing statements and other documents reasonably required to perfect and maintain the security interest created hereby.

Section 3. Events of Default and Remedies of Secured Party. (a) If any of the following events shall occur:

(i) default in any payment under the Agreement or default in any of the other terms or conditions of the Agreement secured hereby and the expiration of any applicable grace or notice periods provided thereby; or

(ii) failure by the City to observe and perform any warranty, covenant, condition or agreement on the part of the City under this Security Agreement for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the City by the Secured Party unless the Secured Party shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period and if corrective action is instituted by the City within the applicable period and diligently pursued, the City shall have such additional period of time to correct the failure as shall be necessary to correct such failure so long as such correction is diligently pursued; or

(iii) any lien, charge or encumbrance prior to or affecting the validity of this Security Agreement is found to exist, other than Permitted Encumbrances, or proceedings are instituted to enforce any lien, charge or encumbrance against the Collateral and such lien, charge or encumbrance would be prior to the lien of this Security Agreement;

then and in any of such events (hereinafter referred to as an “Event of Default”), all payments under the Agreement may become at once due and payable, regardless of the maturity date or other due date thereof.

(b) Upon the occurrence of an Event of Default, the Secured Party may proceed against the Collateral as provided in and in accordance with the applicable provisions of the UCC. Subject to any limitations imposed by the applicable provisions of the UCC, the Secured Party may sell, lease, or otherwise dispose of all or any part of the Collateral, at public or private sale, for cash or on credit, as a whole or in part, and the Secured Party may at such sale or sales purchase the Collateral or any part thereof. The proceeds of such sale, lease, collection or other disposition shall be applied first to the costs and expenses of the Secured Party incurred in connection with such sale, lease, collection or other disposition, and then to such outstanding balance due on any and all indebtedness owed to the Secured Party in the manner provided in the Agreement. Further, the Secured Party may require the City to assemble the Collateral and make the Collateral reasonably available to the Secured Party at one or more places to be designated by the Secured Party which are reasonably convenient to the City and the Secured Party, and the Secured Party may take possession of the Collateral and hold, prepare for sale, lease or otherwise dispose of the Collateral. Any required notice by the Secured Party of the sale or other disposition or default, when mailed to the City at its address set forth herein, shall constitute reasonable notice to the City. In addition to, but not in limitation of, any of the foregoing, the Secured Party may exercise any or all of the rights and remedies afforded to the Secured Party by the provisions of the UCC or otherwise afforded to the Secured Party under this Security Agreement, with all such rights and remedies being cumulative and not alternative, and the City agrees, to the extent permitted by law, to pay the reasonable costs of collection, including, in addition to the costs and disbursements provided by statute, reasonable attorneys’ fees and legal

expenses which may be incurred by the Secured Party subject to the procedures and limitations set forth in Section 6-21.2 of the General Statutes of North Carolina, as amended and as may be amended from time to time. No failure or delay in exercising any option, right or remedy shall be deemed a waiver thereon or a waiver of any Event of Default.

NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN, IT IS THE INTENT OF THE PARTIES HERETO TO COMPLY WITH SECTION 160A-20 OF THE GENERAL STATUTES OF NORTH CAROLINA, AS AMENDED. NO DEFICIENCY JUDGMENT MAY BE ENTERED AGAINST THE CITY IN FAVOR OF THE SECURED PARTY OR ANY OTHER PERSON IN VIOLATION OF SAID SECTION 160A-20, INCLUDING, WITHOUT LIMITATION, ANY DEFICIENCY JUDGMENT FOR AMOUNTS THAT MAY BE OWED HEREUNDER OR UNDER THE AGREEMENT WHEN THE SALE OF ALL OR ANY PORTION OF THE COLLATERAL IS INSUFFICIENT TO PRODUCE ENOUGH MONEYS TO PAY IN FULL ALL REMAINING OBLIGATIONS HEREUNDER OR UNDER THE AGREEMENT.

Section 4. Miscellaneous.

(a) Notices. All notices and other communications hereunder shall be in writing and, unless otherwise provided herein, shall be deemed to have been given when delivered or mailed by first-class, registered or certified mail, postage prepaid, addressed as follows:

If to the City:

City of Southport, North Carolina
1029 N. Howe Street
Southport, North Carolina 28461
Attention: Finance Director

If to the Lender:

First-Citizens Bank & Trust Company
1230 Main Street, 2nd Floor
Columbia, South Carolina 29201
Attention: Steve Groth, Senior Vice President

The City and the Lender may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent or persons to whose attention the same shall be directed.

(b) Successors and Assigns. This Security Agreement shall bind the City and its successors and assigns and shall inure to the benefit of and be enforceable by the Secured Party and its successors and assigns.

(c) Applicable Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

(d) Severability. In the event any term, provision or covenant herein contained or the application thereof to any circumstances or situation shall be invalid or unenforceable in whole or in part, the remainder hereof and the application of said term or provision or covenant to any other circumstances or situation shall not be affected thereby, and every other term, provision or covenant herein shall be valid and enforceable to the full extent permitted by law.

IN WITNESS WHEREOF, the City has caused this Security Agreement to be executed, sealed and attested in its name by its duly authorized officers, all as of the day and year first above written.

CITY OF SOUTHPORT, NORTH CAROLINA

[SEAL]

By: _____
Mayor

Attest:

City Clerk

DESCRIPTION OF THE EQUIPMENT

The Equipment consists of all vehicles acquired by the City from the proceeds of the amounts advanced to the City pursuant to the Agreement, including, without limitation, the following (but only to the extent such equipment is acquired by the City from the proceeds of the amounts advanced to the City pursuant to the Agreement):

<u>No.</u>	<u>Description</u>
1	Heavy Rescue Vehicle (2027 Pierce Enforcer 22.5" HRD Walk-In)
1	Ambulance (Type 1 Osage Super Warrior - Ford 550 2WD)

**RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN
INSTALLMENT FINANCING AGREEMENT, A SECURITY AGREEMENT AND RELATED
DOCUMENTS IN CONNECTION WITH THE FINANCING OF A HEAVY RESCUE
VEHICLE AND AN AMBULANCE FOR THE CITY OF SOUTHPORT, NORTH CAROLINA**

BE IT RESOLVED by the Board of Aldermen (the “Board”) of the City of Southport, North Carolina (the “City”) as follows:

Section 1. The Board does hereby find and determine as follows:

- (a) There exists in the City a need to finance the cost of a heavy rescue vehicle and an ambulance for use by the City (the “Equipment”).
- (b) The City has determined that the most efficient and cost effective manner of financing the Equipment will be through the entering of an Installment Financing Agreement (the “Agreement”) with First-Citizens Bank & Trust Company (the “Lender”) pursuant Section 160A-20 of the General Statutes of North Carolina, as amended. Pursuant to the Agreement, the Lender will advance moneys to the City in an amount sufficient to pay the costs of financing the Equipment and paying certain financing costs relating thereto, and the City will repay the advancement in installments, with interest (the “Installment Payments”).
- (c) In order to secure its obligations under the Agreement, the City will execute and deliver a Security Agreement, dated as of the date of delivery thereof (the “Security Agreement”), granting a security interest in the Equipment.
- (d) There has been presented to the Board at this meeting drafts of the Agreement and the Security Agreement.

Section 2. In order to provide for the financing of the Equipment, the City is hereby authorized to enter into the Agreement with the Lender and receive an advancement pursuant thereto in a principal amount not to exceed \$1,508,000. The City shall repay the advancement in installments due in the amounts and at the times set forth in the Agreement. The payments of the installment payments shall be designated as principal and interest as provided in the Agreement.

Section 3. The Board hereby approves the Agreement and the Security Agreement in substantially the forms presented at this meeting. The Mayor, the City Manager and the Finance Director of the City are each hereby authorized to execute and deliver on behalf of the City said documents in substantially the forms presented at this meeting, containing such modifications as the person executing such documents shall approve, such execution to be conclusive evidence of approval by the Board of any such changes. The City Clerk or any Deputy or Assistant City Clerk is hereby authorized and directed to affix the official seal of the City to said documents and to attest the same.

Section 4. No deficiency judgment may be rendered against the City in any action for breach of any contractual obligation authorized pursuant to this resolution and the taxing power of the City is not and may not be pledged directly or indirectly to secure any moneys due under any contract herein authorized.

Section 5. The Mayor, the City Manager, the Finance Director and the City Clerk of the City, and any other officers, agents and employees of the City, are hereby authorized and directed to execute and deliver such closing certificates, opinions and other items of evidence as shall be deemed necessary to consummate the transactions described above. The officers, employees and agents of the City are hereby authorized and directed to do all acts and things required of them by the provisions of this resolution for the full, punctual and complete performance of the terms, covenants and provisions of the Agreement, the Security Agreement and any other documents contemplated by this resolution.

Section 6. The City hereby represents that it reasonably expects that it, all subordinate entities thereof and all issuers issuing obligations on behalf of the City will not issue in the aggregate more than \$10,000,000 of tax-exempt obligations (not counting certain current refunding obligations and private-activity bonds except for qualified 501(c)(3) bonds, as defined in the Internal Revenue Code of 1986, as amended (the “Code”)) during calendar year 2024. In addition, the City hereby designates each of the installment payments under the Agreement as a “qualified tax-exempt obligation” for the purposes of the Code.

Section 7. This resolution shall take effect immediately upon its adoption.

Upon motion of Alderman _____, seconded by Alderman _____,
the foregoing resolution was adopted by the following vote:

_____ Ayes

_____ Noes

This Resolution was presented and distributed at a regular meeting of the Board of Aldermen of the City of Southport, North Carolina that was held in the Southport Community Building located at 223 E. Bay Street in Southport, North Carolina, on June 13, 2024, at 6:00 p.m.

Present: Mayor Richard Alt, presiding, and Aldermen

Absent: Aldermen

Also Present: _____

Adopted this 13th day of June 2024.

Rich B. Alt, Mayor
City of Southport

Dorothy Dutton
City Clerk/Assistant City Manager

I, Dorothy Dutton, City Clerk of the City of Southport, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board of Aldermen of said City at a regular meeting held on June 13, 2024, as it relates in any way to the adoption of the foregoing resolution and that said proceedings are to be recorded in the minutes of said Board of Aldermen.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and official seal of said City this 13th day of June 2024.

Dorothy Dutton, City Clerk
Assistant City Manager

[SEAL]



BOARD OF ALDERMEN AGENDA ITEM SUMMARY

DATE: May 29, 2024

DEPARTMENT: Parks and Recreation

PRESENTED BY: Bonnie Therrien, City Manager; Heather Hemphill, Director of Parks and Recreation

ITEM SPONSORED BY: Parks and Recreation and Administration

ITEM/TOPIC: Inclusive Playground Location

COST: \$750,000

BUDGET LINE ITEM: Grants and Donations

JUSTIFICATION: At your last meeting in May, you had requested that I reach out to Brunswick County and surrounding communities to see if anyone was interested in having the Inclusive Playground built in their jurisdiction. The only community I heard from initially was Oak Island but the Town Manager, David Kelly, just emailed me and said after looking at the site plan, requirements for the playground and other factors, they are not interested at this time. He and his staff were thinking about utilizing Bill Smith Park but that park is the spray disposal site for their wastewater treatment capacity and in order to fit the playground in there, they would have to reduce treatment capacity, which they cannot afford to do.

Steve Stone, the County Manager, and I discussed this proposal and I also spoke to their Director of Parks and Recreation, Aaron Perkins, and after looking over the site plan, etc., their response is they feel they would have space in one of their parks but no funding to build it. All of the money would have to come from the City, donations or grants that the City would have to find. The grants would have to allow the park to be built in the County and not in the City.

There is a lot of misinformation about the Playground itself which Ms. Hemphill and I would like to clarify for everyone. I have attached a map showing how little of the entire Taylor Park is the playground and how much green space is left over in the park once the Playground is constructed.

Ms. Hemphill has also done extensive research as to when the words Inclusive Playground was brought to the Board's attention as a part of Taylor Field, actions taken by the last Board and this Board, and a timeline of events. Attached please find backup documentation on this.

IMPACT IF NOT APPROVED: The Inclusive Playground will continue to be a part of Taylor Field as was voted on by the Board and grant writing and fund raising will continue.

DEPARTMENT HEAD COMMENTS: Not applicable

CITY MANAGER COMMENTS: At your May meeting, you asked Heather and I to approach other governmental entities about having the park in their municipal boundaries. I reached out to all of our neighboring communities and the County, and no one is interested in locating this playground to their parks. Based on your vote at your May meeting, we have continued to fundraise and write grants so that the Playground is built in Southport. If you are going to change direction, we need to have a vote from all of you as to what you wish the staff to do next, so we do not continue writing grants and asking people/companies for donations for something that is not going to happen.

ATTACHMENTS: 1) Map of the Green Space vs the Playground in Taylor Field Park

- 2) List of Grants Applied for and the State as well as donations
- 3) Backup materials showing the history of the Inclusive Playground with the public and elected officials.

REQUESTED ACTION: Discussion only.

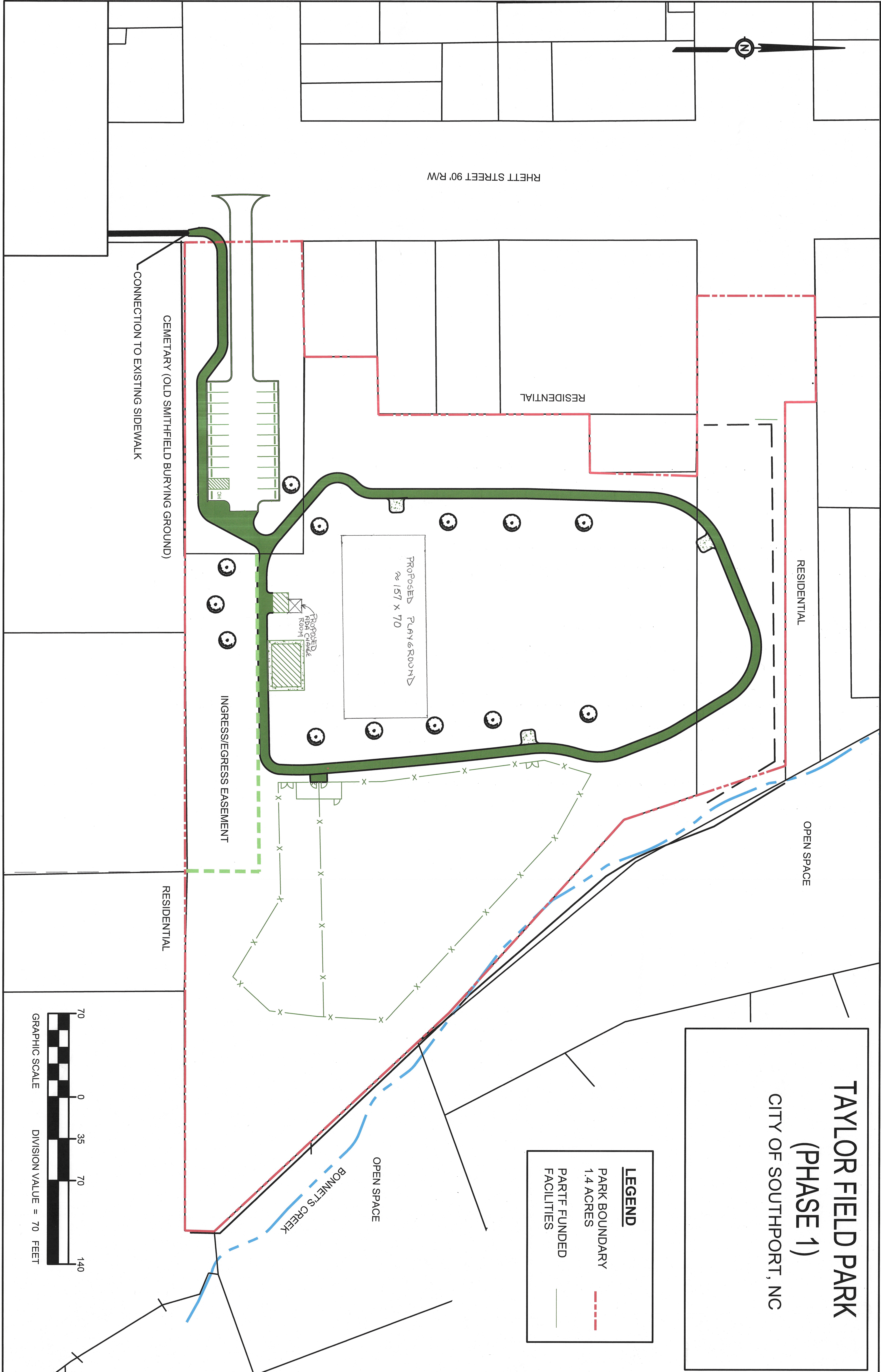
PROPOSED MOTION: Discussion only.

TAYLOR FIELD PARK
(PHASE 1)
CITY OF SOUTHPORT, NC

LEGEND

PARK BOUNDARY
1.4 ACRES

PART FUNDING
FACILITIES



SOUTHPORT

DESIGNED BY
CUSTOM DESIGN STUDIO
OCTOBER 31, 2023

SOUTHPORT NORTH CAROLINA

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

DESIGNED FOR
AGES 2-12

SCALE: 1/16" = 1'0"

SURFACING: 11,069 sq ft

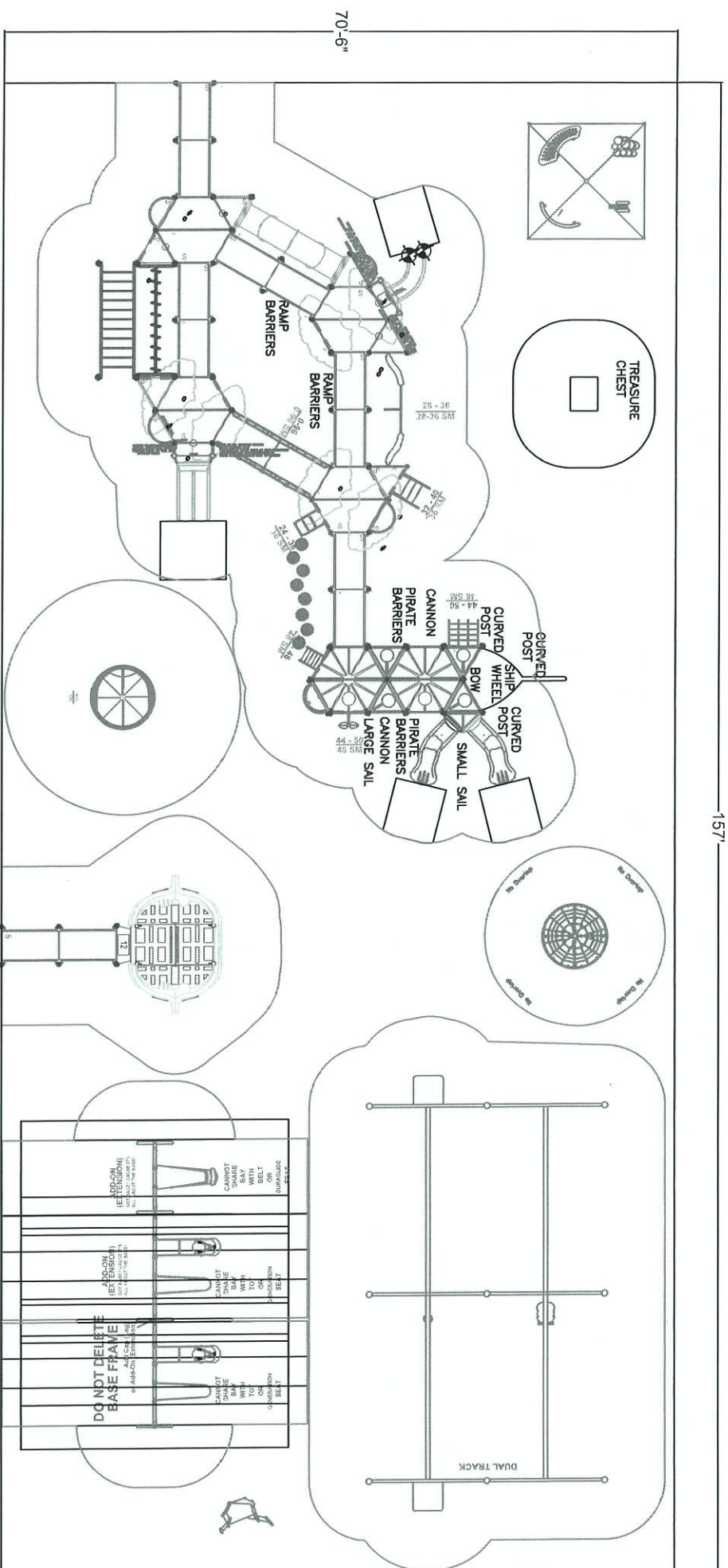


SITE DIMENSIONS TO BE VERIFIED BY THE FIELD AND REPRESENTATIVE

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER AND AROUND ALL PLAY SYSTEMS.

TO PROMOTE SAFE AND PROPER EQUIPMENT USE BY CHILDREN, WE RECOMMEND THE INSTALLATION OF A SAFETY SIGN AT EACH PLAY SYSTEM'S MAIN ENTRY POINT(S) TO INFORM PARENTS AND SUPERVISORS OF THE AGE APPROPRIATENESS OF THE PLAY SYSTEM AND GENERAL RULES FOR SAFE PLAY.

Southport Unlimited 3.2



Inclusive Playground timeline

Heather Hemphill <hhemphill@cityofsouthport.com>

Tue 5/21/2024 2:58 PM

To:Bonnie Therrien <btherrien@cityofsouthport.com>

Cc:Sara Thomas <sthomas@cityofsouthport.com>

Taylor Field Inclusive Playground

After a public input session and a city-wide survey, the Taylor Field site plan was presented to and adopted by the BOA on April 11, 2019. The City was awarded the NC PARTF Grant in the amount of \$421,221 in January 2020. Due to cost, the Phase 1 of park development concentrated on site preparation and amenities such as the walking trail, outdoor exercise equipment, and the 2 dog parks. When the bids came in, we were able to add the bathrooms in to the phase 1 development. The next phase 2 would include the playground and connectivity to the waterfront and Lowe/White Park. All of these were identified in the original adopted site plan.

The Southport Lions Club held a fundraiser in August 2019 for the inclusive playground at Taylor Field for the Phase 2.

The Accessible Park Grant was introduced in 2022 but we could not apply because we had an Open NC PARTF grant.

The PARTF grant for Taylor Field Phase 1 was closed out in August 2023.

The inclusive playground was identified in the January 19, 2023 Strategic Plan meeting with the BOA.

The BOA approved at the February 9, 2023 meeting for the City to enter into a contract with the Non-profit Unlimited Play for assistance with fundraising, planning, and park design for the Inclusive Playground at Taylor Field as part of Phase 2.

At the March 9, 2023 BOA meeting the City accepted the \$8000 check for the Southport Lions Club to help with the cost of planning and construction of the Inclusive Playground at Taylor Field.

April 2023 the Parks and Recreation Department formed a committee of local and surrounding areas representatives (10 people) with and without disabilities to work with Unlimited play to plan and design the Inclusive Playground. The committee met monthly for 10 months to come up with the name, theme, and design.

The Inclusive Playground was identified and included in the 2024 FY Capital Projects listed adopted with the budget in June 2023.

The Inclusive Playground design was unveiled to the City and the BOA at the December 20, 2023 meeting.

At the February 29, 2024 Special Goal Setting BOA meeting held by the NCLM representative, the Inclusive Playground at Taylor Field was identified by Alderman Carroll for funding

The Inclusive Playground was identified at the March 5, 2024 BOA meeting for Legislative Proposals to be submitted to Raleigh.

Heather Hemphill CPRE, CPSI

Southport Parks and Recreation Director
1029 North Howe Street
Southport NC 28461
(910)457-7810 office



Planning Board Minutes
111 E. Nash Street
Fire Department Substation
March 21, 2019
6:00 P.M.

Members Present: Tish Hatem, Donnie Joyner, Daphne Green, Rich Bandera, and Dick Sloan.

Members Absent: Kay Jolliff, John Allen, Scott Jones, and Brett McKeithan.

Staff Present: B. Wayne Strickland, Building Inspector
Thomas Lloyd, City Planner
Tanya Shannon, Deputy Clerk
Heather Hemphill, Parks and Recreation Director

Board of Aldermen Karen Mosteller and Marc Spencer.

Liaisons:

1. Chairman Hatem called the meeting to order at 6:00 p.m.
2. The Invocation was led by Donnie Joyner.
3. Swearing in of new member Dick Sloan by Deputy Clerk Tanya Shannon.
4. Motion to approve the February 21, 2019 regular meeting minutes by Mr. Joyner, second by Mr. Sloan. **Unanimous vote; motion carried.**
5. Motion to approve the agenda by Ms. Green, second by Mr. Joyner. **Unanimous vote; motion carried.**
6. Motion to go into public comment by Mr. Joyner, second by Ms. Green. **Unanimous vote; motion carried.**

Chairman Hatem received an email from citizen Roberta Doshier who was not in attendance, but requested her email be included into the minutes. The email was ready by Deputy Clerk Tanya Shannon in its entirety and said:

"I Roberta Doshier, on behalf of the Advisory Board for Parks & Recreation recommend the approval for the gifted land from the Jimmy Harper family to move forward in a timely manner following protocol to meet the matching grant from PARTF.

This is something that doesn't often occur, and we are very blessed with this wonderful opportunity to have a park for which was meant to be, and have it honorably named Taylor Field Park.

Thank you for this time to give our thoughts in the process.

*Roberta Doshier
Parks and Recreation Advisory Board"*

Mr. Dale McPherson at 108 S. Rhett Street welcomed new member Mr. Sloan to the Planning Board. As a former member of the City of Southport Planning Board he recommended that each member consistently review the UDO and take time to study and learn all the components. He expressed great dis pleasure at the decision of the Board of Aldermen to approve the sale of the Old Waste Water Treatment Plant. He pleaded with the Planning Board to reject requests from the Aldermen in protest of their, "lack of concern for the city and it's citizens." He said that he is currently in the process of consulting with attorneys to rectify the decision that was made.

Motion to go out of public comment by Ms. Green, second by Mr. Bandera.

Unanimous vote; motion carried.

7. New Business:

A. Taylor Field Concept Plan, submitted by City of Southport for its PARTF Grant Project.

Planner Lloyd provided a conceptual sketch plan for the Taylor Field Project to the Board for review. He explained the goal of the project is to eventually connect neighboring parks together with trails. McGill & Associates were approved to do a sketch plan for the project and a survey associated with the PARTF (Parks and Recreation Trust Fund) Grant was done at the Community Building on March 18th for citizens to look at the draft designs and ask questions. The complete results of the survey have not been completed at this time.

Parks and Recreation Director Heather Hemphill explained that the stages of the final approval process to receive the \$397,500 grant is still in progress. The deadline to meet qualifications for the grant will need to be completed by May 1, 2019. The PARTF grant is matched by the value of the approximately 4.72 acres of land owned by the City.

Mr. Paul Swenson asked if large vehicles, such as RV'S, equipment trucks for events and movies would still be allowed to use the space for parking. Mr. Lloyd said that Staff feels there is still enough open passive space for use during major events or special occasions for over sized vehicles or additional parking, until another location becomes available.

Ms. Green asked if the grant money would cover the additional phases of the project. Parks & Recreation Director Hemphill said that other grants and funds would need to be applied

to continue with the next phase(s) of the park. Ms. Hemphill said that the City made an agreement with the Harper Family that the land could only be used for parks and recreational purposes. Mr. Bandera asked who owns the Deed to the property. Ms. Hemphill said the City. Mr. Sloan would like to see a splash pad incorporated into park areas in the City. He recommended placing it near the Waterfront Park where it would be most useful. Director Hemphill said that this idea has been discussed previously and has been requested by other members of the community. She said it may be possible to add into a part of the next phases of the project or apply for funding for installation at different location later, but at this point the project will have to start with the top priorities that the community is requesting, and then add in more features to each phase as funds appropriate.

A motion was made by Mr. Bandera to approve the Taylor Field Conceptual Sketch Plan as submitted, second by Mr. Sloan. **Unanimous vote; motion carried.**

B. Zoning Text Amendment: An amendment to Article 3 of the Unified Development Ordinance by removing Section 3-10, initiated by the City of Southport Board of Aldermen. (ZA 19-0226-01)

Planner Lloyd gave an overview on the proposed amendment. He explained that the Board of Aldermen voted to retroactively repeal Section 3-10 of Article 3 of the UDO at the Special Meeting on February 26th. The Board of Aldermen directed staff to prepare the zoning text amendment. The process for a text amendment will follow normal procedures. The Planning Board can review the amendment and make a positive or negative recommendation to the Board of Aldermen and adopt a consistency statement based on the policies found in the CAMA Land Use Plan. After a recommendation and consistency statement is approved, it will go to their next regular meeting for public hearing. The Board of Aldermen will then make the final decision.

Mr. Bandera recommended that a review committee be established to discuss the text in Section 3-10 in more detail. Mr. Bandera also felt that since several members were absent it would give them the opportunity to be involved in the discussion.

A motion was made by Mr. Bandera to send the Zoning Text Amendment; Article 3 Section 3-10 of the Unified Development Ordinance to Review Committee, second by Mr. Joyner. **Unanimous vote; motion carried.**

Mr. Bandera, Mr. Jones, and Mr. Allen were nominated for the review committee.

8. Announcements:

The next UDO Workplan meeting will be April 1st at 4:00 p.m. Southport Day of Service and Shred 360 will be April 6th.

Chairman Hatem thanked everyone for coming and asked for a motion to adjourn. First motion by Mr. Sloan, and second by Ms. Green. **Unanimous vote; motion carried.**

Meeting adjourned at approximately 6:45 p.m.



Chairman, Tish Hatem



Deputy Clerk, Tanya Shannon



From: Heather Hemphill

Sent: Thursday, September 23, 2021 10:43 AM

To: Gordon Hargrove <ghargrove@cityofsouthport.com>

Subject: weekly

Parks and Recreation

- * Before and After school Program continued M-F 6:45 AM – 6:00PM
- * Preparation for Captain Charlie's Kids fishing Tournament to be held on October 2nd at City Pier.
- * Phone conference with McGill regarding status of Taylor Field Project. We have about 45 more days for any comments on the Stormwater Permit to be made before it is issued. After that, bidding process can begin.
- * Met with Animal control Officer Kate Marshal regarding a grant she is writing for amenities in the proposed dog park areas in Taylor Field Park.
- * Worked on materials for submission of Phase 2 of City Dock Exemption Permit to be submitted October 1st.
- * City Gym open M-F (4-9pm) and Saturday-Sunday (2:30-9:00pm) for public play
- * Reservations for Parks and Facilities
- * Ordered materials for Halloween Carnival and Santa's workshop Events.
- * Normal office bill reconciliations, PO submittals, reports, ect.
- * Senior weekly activities of crafts, fitness activities, and cards held at Senior building
- * 2nd location for Lightning Strike equipment decided on (Bay Street Pump Station roof). Installation around the 2nd week of October
- * Lions Club Founder's Day celebration to be held Saturday September 25th on the Garrison Lawn. All proceeds will go to the Parks and Recreation Department for the proposed inclusive playground in Phase 2 of Taylor Field

Heather Hemphill CPRP, CPSI

Southport Parks and Recreation Director

1029 North Howe Street

Southport NC 28461

(910)457-7810 office

hhemphill@cityofsouthportnc.com



FW: grants

Bonnie Therrien <btherrien@cityofsouthport.com>

Fri 5/24/2024 10:28 AM

To:Sara Thomas <stomas@cityofsouthport.com>

Sara – For Inclusive Playground item

From: Heather Hemphill <hhemphill@cityofsouthport.com>

Sent: Friday, May 24, 2024 10:10 AM

To: Bonnie Therrien <btherrien@cityofsouthport.com>

Subject: grants

Bonnie,
Below is the list of grants and donations received so far.

T-Mobile Hometown Grant	\$50,000	submitted on 3/11/2024 (not awarded)
Electricities of NC Grant	\$10,000	submitted on 3/11/2024 (awarded)
Mackenzie Scott Foundation	\$50,000	submitted on 3/11/2024
Accessible Parks Grant	\$500,000	submitted on 5/1/2024
Private donations	\$4200	
Duke Energy Foundation	\$20,000	submit 5/17/2024

Thanks,
Heather

Heather Hemphill CPRE, CPSI

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



**CERTIFIED PLAYGROUND
SAFETY INSPECTOR**



Section 1

Project Overview

1.1 INTRODUCTION

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



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

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

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

1.2 CITY HISTORY

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



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

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

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

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

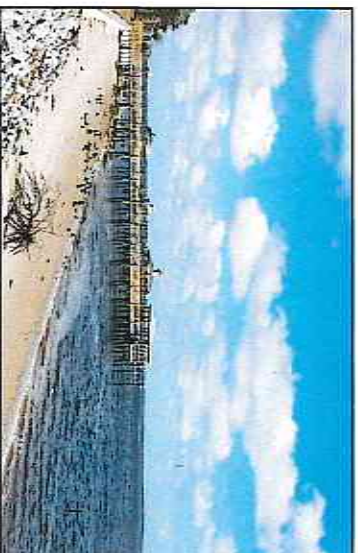
Listed on the National Register of Historic Places, Southport was the county seat for Brunswick County from 1808 to 1978. It now hosts the official North Carolina 4th of July celebration, which it has been observing since 1795, and is a popular community for tourists and visitors to the area.

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

1.3 LOCAL SETTING

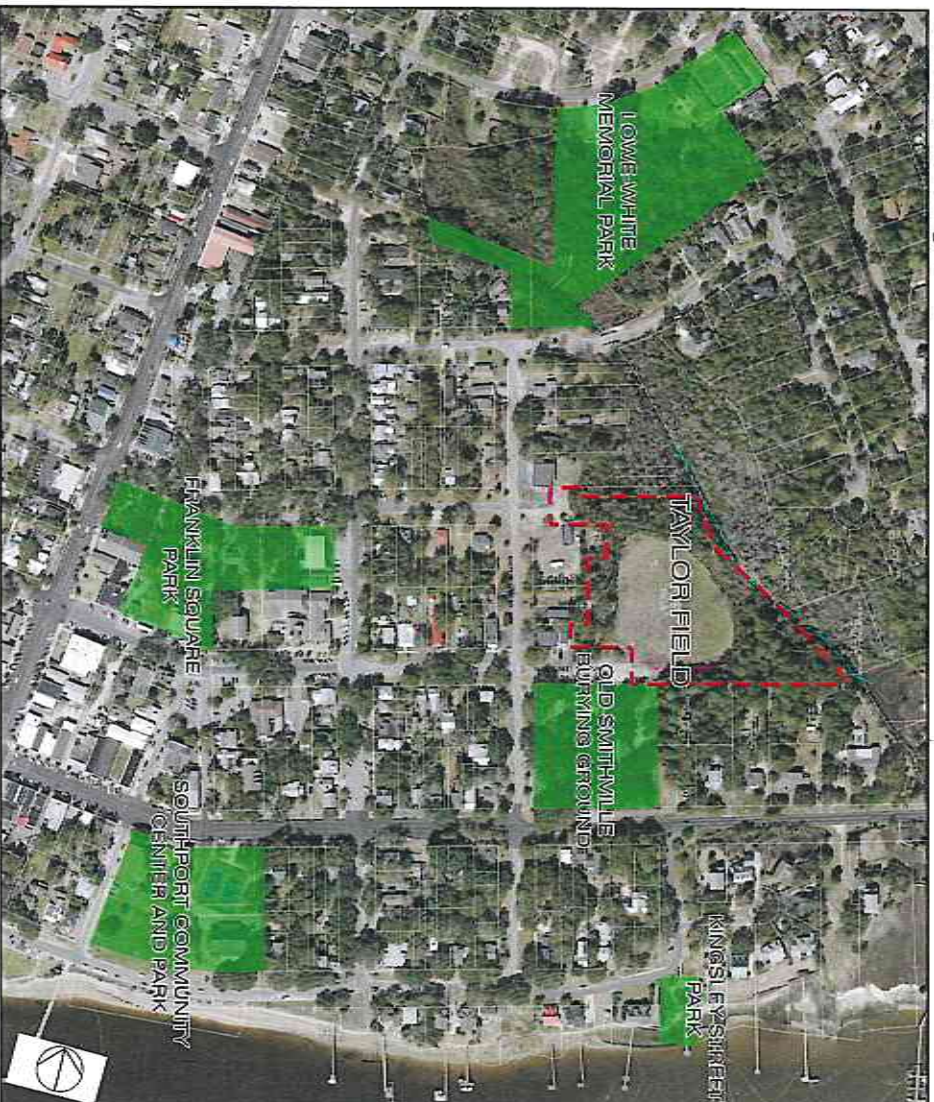
The City of Southport portrays a small town, beach-oriented family friendly atmosphere. The City is located at the mouth of the Cape Fear River where it meets the Atlantic Ocean.

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



Section 2

Site Analysis



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

General

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

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



Taylor Field Existing Condition Photographs



Taylor Field is currently open space



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

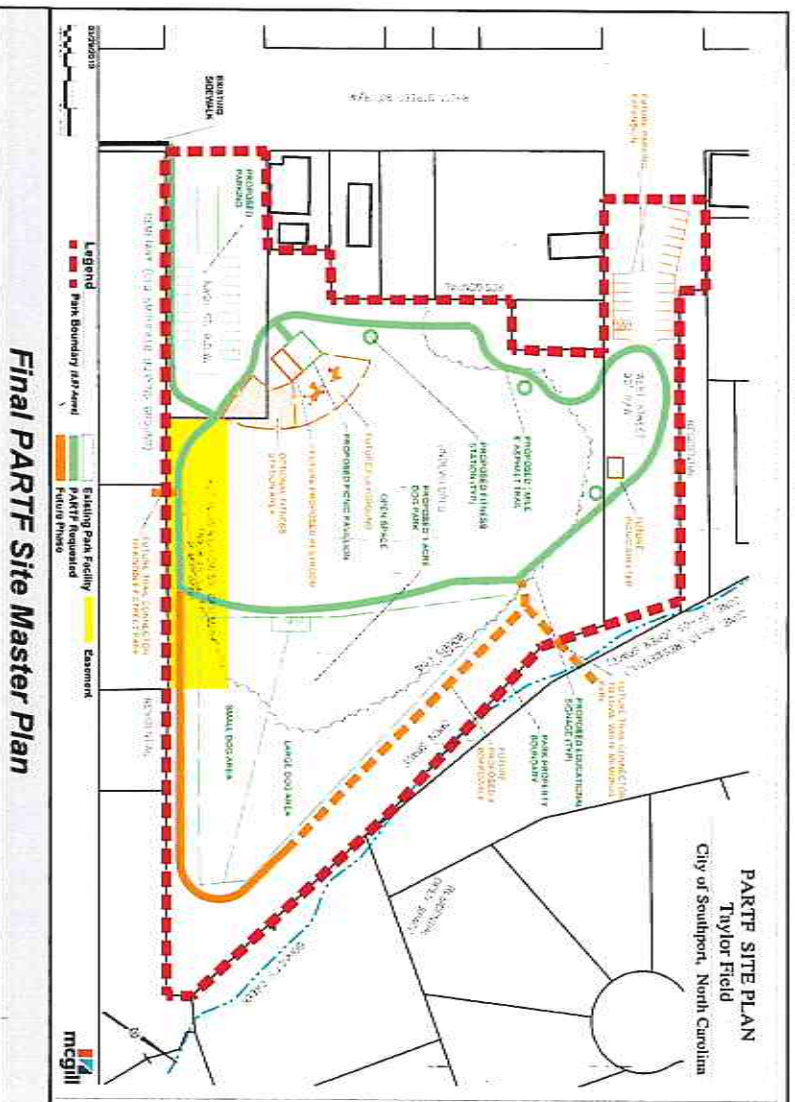


Old Smithville Burying Ground is to the south of Taylor Field



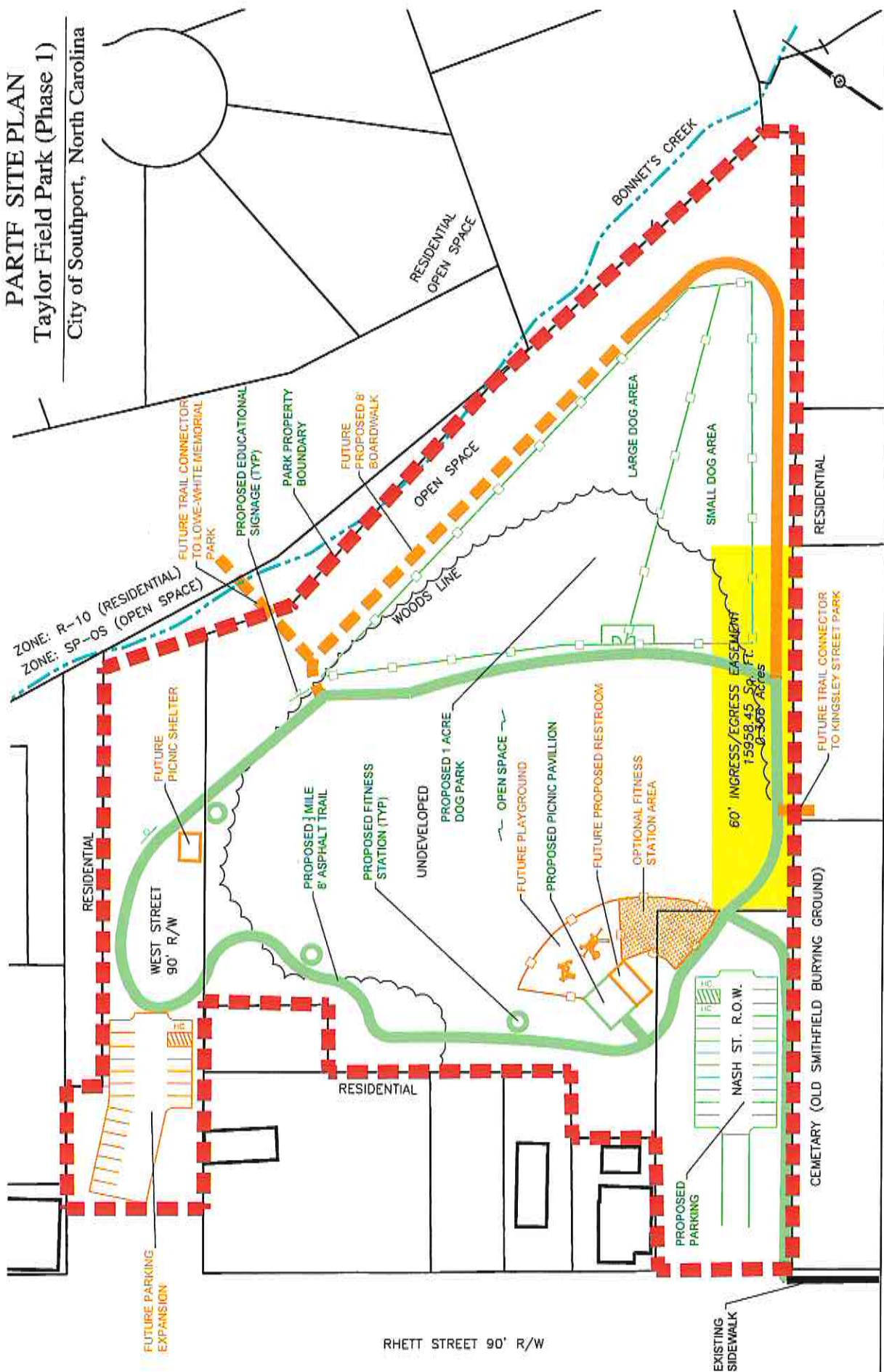
Bonnet's Creek is to the north of Taylor Field

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



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

City of Southport, North Carolina



Legend

																																																																																																																																	
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03/29/2019



SOUTHPORT PARKS AND RECREATION 10 YEAR MASTER PLAN

Additional Facilities/Amenities Needed

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

Personnel/Staffing

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

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



Department of Tourism and Communications: Projects

- Launched SOUTHPORT CONNECTED! to the public, and have begun the follow-up process of data updates, answering user questions and planning for the Business-specific promotion.
- Worked with Tom to create “The Pothole Story” post about pothole on the corner of Leonard and Howe St. This post alone had a reach of 4,924 and 623 engagements (read full post). This post received 179 reactions and comments, which is one of the highest performing since we launched our account. It also performed well with very positive feedback on Instagram.
- Filmed the “homecoming” of the new fire engine and produced a short video, which has now been viewed 2,600 times in 4 days.
- Produced and launched a short promo video for Parks & Rec Easter Bag program.
- Filmed Mayor Hatem COVID-19 PSA video.
- Assisted Elie with communication tactics for the 2021 City of Southport Utility Survey to include press release, web post and social media posts.
- Director continued development of the upcoming budget for the Tourism and Communications Department.
- The City of Southport March Newsletter was sent to 761 recipients.
- “This is our Town” cleanup was Saturday, March 6th. 38 volunteers participated. Benches, swings, and picnic tables were stained.
- Director attended Downtown Southport, Inc., Beautification Committee, and July 4th Board of Director’s meetings.

SOUTHPORT FIRE DEPARTMENT

- New donated Ladder Truck is moving forward with lettering and equipment. The donor is paying for both. The truck should be in service by April 01.
- Received a 1000.00 dollar donation from Capital Power, and with the plant closing, we have made contact with them to donate all their Technical Rescue Equipment.
- Received a 50,000.00 dollar donation from Duke Progress this week.
- Received a 10,000.00 dollar grant from Southport EMS Auxiliary to assist with the payment on the cardiac monitors. 5,000.00 more dollar should come in by the end of next week.
- Received 9,000.00 dollars from the former Yaupon Beach Fire Department, in Fire Fees.
- The old ladder truck that was donated from the Town of Shallotte, was put out for bids and sold for 2,500.00.
- Training was held with the Fire Division on Tuesday night, the session was on Ladders.
- Live Burn is being planned to help with Fire Control Certification Class on April 24 at the end of Anchor Village Lane.
- Met with Caswell Beach Mayor and Town Administrator in regards to a request from Caswell Beach resident to do a live burn on a house on the beach front.
- Fire Department budget was submitted to Brunswick County. The budget was balanced on our current revenues, without any increase requested from the Fire Fee. The next step will include a meeting by the Fire Fee Review Committee.

Public Services

Distribution

- The MI-NET system is clicking along nicely.
- The paperwork missing at the state level for prior project Town Gate has finally been put to bed.
- Waiting on a price sheet and estimate for a small batch of meters ordered

Electrical

- EL: Staff met with Mike Blue of BEMC and Brian Marshburn of 27/4 Group to discuss upcoming necessary Electrical Disconnects in the 300 Block of North Howe Street.
- Routine Operations and Maintenance continue.
- LM: There were no Load Shed Events during the reporting period. Staff assisted customers with load management and energy usage concerns. Switches were issued under the New Construction Ordinance.

Janitorial

- Did all regular cleanings to city buildings.
- Escorted the pest control guy around and unlocked building for him.
- We cleaned community build last Friday after the monthly alderman meeting Thursday night.
- Called the waste company and getting them to replace a few damaged trash at public services and parks and rec. buildings.

Water & Sewer

- Installed new drinking fountain and dog fountain at waterfront park.
- Installed water services at 118 W.14th St. condos.
- Replaced sewer cleanout at 209 W. Nash St.
- Replaced sewer service at 111 Yacht Basin Dr.

Grounds

- Put back a bench on Bay St.
- Weed eat the hill in front of the community building..
- Got up trash out of the cans around town (Monday, Wednesday, Friday).
- Weed eat the triangle at Hwy 211/87 intersection (Sawdust Trail.)
- Weed eat the stop and street signs on the east and west side of town.
- Moved a picnic table from Keziah park to city hall.
- Removed a broken picnic table from Lowe White park..
- Started to weed eat the pump stations.

Parks, Recreation, and Community Building

1. Met with representative for possible future inclusive playground at Taylor Field. Set a site meeting for March 30th
2. Worked on budget changes for Melanie
3. Work on the City Dock began
4. Easter bag pick up is scheduled for Friday, March 19th at 6PM. It is a drive through event. Bags are available for kids 12 & under and Senior citizens over age 55. Reservations for bags are being taken
5. Filmed a short segment on the city dock for the City's Website with Lisa Anderson
6. Finalized PR's list for Concerts and Movies for 2021
7. Continued with Before/After school and virtual learning days with the kids
8. Talked with representative regarding Severe Weather alert system for City Parks. Trying to set up a demonstration for the City for the week of March 29th
9. Continued with daily community building reservations, cancellations, and inquiries
10. Weekly conversation with McGill & Associates regarding Taylor Field. Scheduling a walk through with City Planner regarding trail path around existing trees

Police Department

- Officers have completed required in-service training this week with regards to firearms and non-lethal weapons.
- Working speed complaints on Stuart Ave – current Work Zone “Let them work, Let them Live” campaign.
- Chief attended seminars (x2) – Safe Driving & best practices/reporting – Strategies for Policing Mass Gatherings and Protests.
- Officer's delivered hot meals provided by local church, The Point Church of Southport. (50) Hot Meals delivered to all our We Care RUOK program participants as well as to all Police/Fire/EMT's and City Hall Staff. Meals consisted of homemade Shrimp & Grits, pumpkin biscuits, salad and cookies.
- Working on equipment & uniform needs for our Bike program as Spring temps arrive. Officers will be starting back with routine Bike Patrols citywide. Foot Patrols continue downtown.
- Chief is reviewing several permits coming in for a variety of request. (Music, Outdoor events & 1 parade request).



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: 06/13/2024

DEPARTMENT: Development Services

PRESENTED BY: Maureen Meehan, City Planner

ITEM SPONSORED BY: Cameron Smith

ITEM/TOPIC: Public Hearing for a Unified Development Ordinance Amendment to Section 3.9.B Setback Exceptions and Encroachments

COST: N/A

BUDGET LINE ITEM: N/A

JUSTIFICATION: At their November 16, 2023, meeting the Planning Board voted to send the Board of Aldermen a recommendation of denial for a Unified Development Ordinance Amendment to Section 3.9.B Setback Exceptions and Encroachments to allow HVAC, generators, and other similar equipment to encroach up to 48" into a required setback. A duly advertised public hearing must be held prior to the Board of Aldermen deciding on the proposed amendment.

The Board voted to send the amendment back to the Planning Board for clarification on the language. The Planning Board reviewed the request and recommended approval of new language. Since the text amendment is different than the original request, a new public hearing will be held.

IMPACT IF NOT APPROVED: This is a legislative decision defined by the NC General Statutes. The Board is not obligated to approve the amendment. A statement of consistency must be adopted in conjunction with a motion to approve or deny the proposal.

DEPARTMENT HEAD COMMENTS: The attached proposed Unified Development Ordinance Amendment has been reviewed by the Planning Board and staff for consistency with the land use plan. Staff recommends a new public hearing on the new language recommended by the Planning Board.

CITY MANAGER COMMENTS: I agree with holding the Public Hearing.

ATTACHMENTS: Staff Report, Proposed Language, Text Amendment Application

REQUESTED ACTION: Conduct the public hearing for an Amendment to the Unified Development Ordinance.

PROPOSED MOTION: Motion to open a public hearing for the proposed text amendment to Section 3.9.B Setback Exceptions and Encroachments.



MEMORANDUM

To: Mayor Rich Alt and Members of the Board of Aldermen

From: Maureen Meehan, City Planner

Re: Text Amendment – Section 3.9.B Setback Exceptions and Encroachments

Date: June 13, 2024

Background

Cameron Smith requested an amendment to the Unified Development Ordinance Section 3.9.B. and presented it to the Planning Board at their September 21, 2023 meeting.

The Board of Aldermen held a duly advertised public hearing at its regularly scheduled meeting on January 11, 2024, and voted to remand the text amendment back to the Planning Board at its February 8, 2024, regular meeting.

A text amendment review committee was assigned at the Planning Board's regular February meeting that met on March 12, 2024. The text amendment review considers past language presented to the Board and life and safety measures. The conversation focused on nonconforming lots and smaller lots in PUDS. Mr. Hewitt brought forward encroachment language found in the Brunswick County UDO. After discussion, the committee agreed on the proposed language for setback exceptions and encroachment, which is partly based on standards found in the Brunswick County Unified Development Ordinance. The committee and applicant agree that consistency throughout the county will be beneficial.

Fire Chief Charles Drew reviewed the proposed text amendment and agrees that it will be a good compromise for the ability to access the property and allow encroachments when necessary.

Planning Board Proposed Text for Section 3.9.B.5

Sills, cornices, buttresses, ornamental features, gutters, and eaves shall not extend more than 18" into a required setback. Mechanical equipment such as air conditioning units, generators, pool equipment, and similar items for residential uses may extend into any required side yard no more than 50% of the required setback.

This amendment will allow the following setbacks for residential encroachments: 4' side yards, 2' encroachment, 6' side yards, 3' encroachment, 8' side yards, 4' encroachment, and 12' side yard, 6' encroachment.

Planning Board Recommendation

The Planning Board recommends APPROVAL of the zoning text amendment to Section 3.9.B.5 as presented at the March Planning Board meeting. The proposal is found to be consistent with the 2014 CAMA Core Land Use Plan and meets the intent of the Unified Development Ordinance.

Attachments

Consistency Statement

Previous Staff Report with Attachments



**City of Southport Board of Aldermen
Statement of Plan Consistency
(As per NC General Statute 160D-605)**

When conducting a review of proposed zoning text or map amendments pursuant to this section, the Board of Aldermen shall approve a statement describing whether the proposed action is consistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable.

AMENDMENT: ZTA 23-03 – Section 3.9.B Setback Exceptions and Encroachments

STATEMENT OF CONSISTENCY AND RECOMMENDATION:

The City of Southport Board of Aldermen hereby **adopt** the proposed text amendment of the Unified Development Ordinance and finds that it is consistent with the City's 2014 CAMA Core Land Use Plan originally adopted Nov. 13, 2014 and subsequently amended by the Southport Board of Aldermen. More specifically, the proposed amendment is consistent with **Policy 2.4:** Southport will permit residential development to occur in response to market needs provided that the following criteria are met: (1) Due respect is offered to all aspects of the environment. (2) Concurrent planning for improvements to community facilities, infrastructure, and services is provided and **Policy 7.22:** The City shall continually maintain all official planning documents.

The statement and motion was seconded and passed _____.

Dorothy Dutton, City Clerk

Richard Alt, Mayor



**City of Southport Board of Aldermen
Statement of Plan Consistency
(As per NC General Statute 160D-605)**

When conducting a review of proposed zoning text or map amendments pursuant to this section, the Board of Aldermen shall approve a statement describing whether the proposed action is consistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable.

AMENDMENT: ZTA 23-03 – Section 3.9.B Setback Exceptions and Encroachments

STATEMENT OF CONSISTENCY AND RECOMMENDATION:

The City of Southport Board of Aldermen hereby **deny** the proposed text amendment of the Unified Development Ordinance and finds that it is inconsistent with the City's 2014 CAMA Core Land Use Plan originally adopted Nov. 13, 2014 and subsequently amended by the Southport Board of Aldermen. Specifically, the proposed zoning text amendment is inconsistent with the CAMA Land Use Plan considerations for zoning petitions, "The regulations shall be made in accordance with the Southport Land Use Plan and designed to lessen congestion in streets; to secure safety from fire, panic, and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; and to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements".

The statement and motion was seconded and passed _____.

Dorothy Dutton, City Clerk

Richard Alt, Mayor

STAFF REPORT

ZONING TEXT AMENDMENT APPLICATION

SECTION 3.9 DIMENSIONAL REQUIREMENTS

APPLICATION SUMMARY	
Presentation Date	February 8, 2024 Board of Aldermen
Applicant	Cameron Smith
Relevant Ordinance Sections	Section 3.9.B.5 Setback Exceptions and Encroachments

ZONING TEXT AMENDMENT PROPOSAL
Cameron Smith, applicant, respectfully submits a Zoning Text Amendment to the City of Southport Unified Development Ordinance. Specifically, the request is to amend Section 3.9.B.5 Setback Exceptions and Encroachments to modify the maximum setback encroachment for heating and air conditioning units, generators, pool equipment, and other similar items. All proposed changes, including additions and deletions, can be found as an attachment to this report and may also be viewed in the City of Southport Development Services Department offices.

REVIEW PROCESS
A Zoning Text Amendment proposal is considered a legislative process. As laid out by North Carolina General Statutes, a legislative process is a policy-level decision with broad discretion by the decision-making authority, in Southport's case the Board of Aldermen. In a decision to approve or deny a legislative proposal, the Board of Aldermen shall include a statement referencing the decisions consistency with the adopted land use plan for the City of Southport. Per the City of Southport Unified Development Ordinance, the Planning and Zoning Board shall also provide a recommendation on any proposed Zoning Text Amendment to the Board of Aldermen. The Board of Aldermen shall hold a public hearing prior to voting on any Zoning Text Amendment.

AMENDMENT DESCRIPTION AND APPLICANT PETITION
The amendment to this section would allow heating and air conditioning (HVAC) units and similar equipment to encroach into a side or rear setback no more than forty-eight (48) inches or four (4) feet.

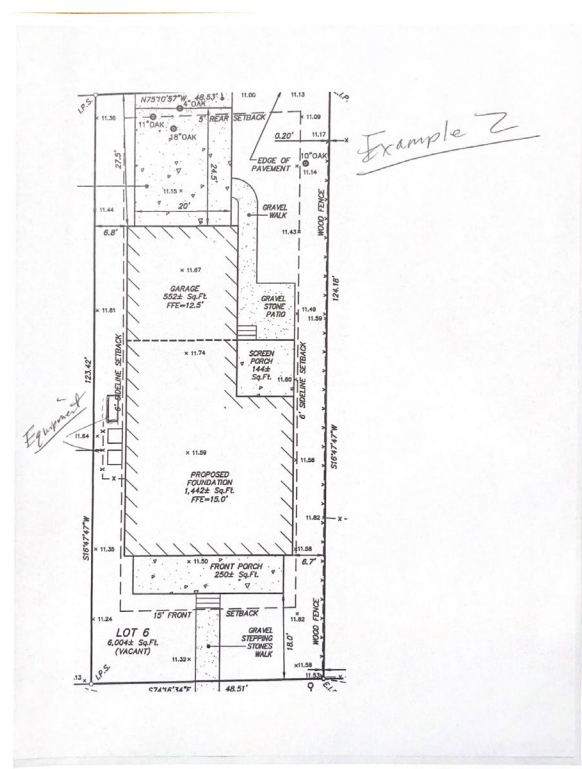
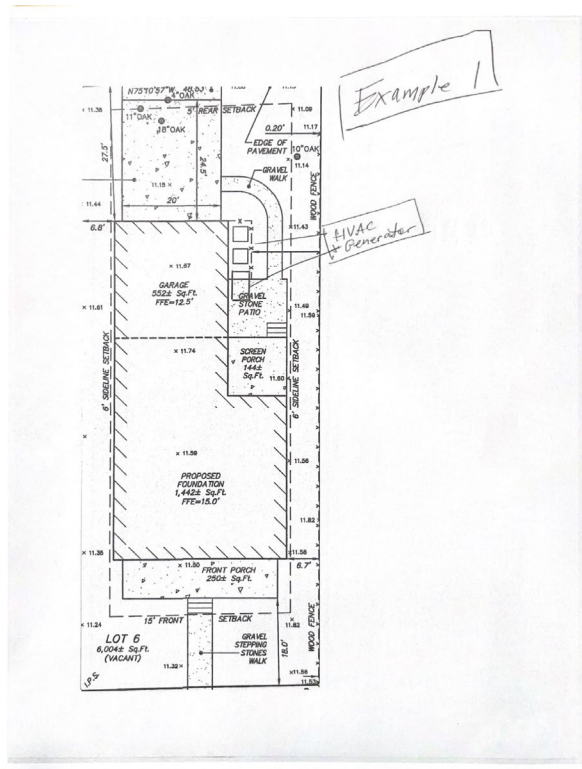
Currently, Section 3.9.B.5 of the UDO states, "Sills, cornices, buttresses, ornamental features, gutters, eaves, heating and air conditioning units and similar items may project into a required setback not more than 30 inches."

The applicant, Cameron Smith, applied for this amendment to accommodate narrow lots approved for PUD subdivisions and nonconforming R-10 lots throughout Southport. Mr. Smith is a builder in the city and has stated that most HVAC and whole house generators need to be 48" off the main structure to meet code requirements. As homes are being built on smaller lots, using most of if not all the buildable width for desired home designs is becoming a necessity. He further states that this causes an undue hardship on homeowners since the units cannot go in the front of homes and many times the rear of the home does not work either, an example of this would be for properties that include a rear loading garage.

Specifically, the applicant has requested the following text amendment:

Sills, cornices, buttresses, ornamental features, gutters, and eaves, ~~heating and air conditioning units and similar items~~ may project into a required setback not more than 30 inches. Heating and air conditioning units, generators, pool equipment, and similar items may project not more than 48 inches into a required setback.

Examples from the applicant are shown below. Example 1 is a site plan that cannot meet the 30" encroachment standards so the equipment is located near the outdoor living area. Example 2 is a site plan showing where equipment has historically been allowed and away from living areas.



BACKGROUND AND EVALUATION

Previous editions of the UDO did not include heating and air conditioning units in the encroachment provisions. The current UDO, adopted on September 23, 2020, added these types of mechanical units. Since October 2022, this section of the UDO has been enforced. Staff encounter equipment encroachments beyond the 30" standard regularly in site plan and final as-built survey review. The instances have been reduced since the standard has been enforced, although staff do have to address the issue often. Historical plan review and approvals enforcing this standard cannot be confirmed.

Justification for this text amendment is to be able to accommodate smaller lot widths within cluster subdivisions and nonconforming R-10 lots throughout the city. Nonconforming lots not located in subdivisions many times have a 4' side setback, therefore the units would be allowed to have no setbacks.

Staff consulted the Cape Fear Council of Governments (CFCOG), the Building Inspector, and the Fire Marshall during the review of this proposed amendment. Each entity was able to give insight on setback requirements found throughout the region and codes that must be met.

Mr. Wes MacLeod, with the CFCOG confirmed that 30 inches is a standard encroachment throughout the region for these types of units. Further, independent research found examples that allow HVAC and other units 30 inches or a 50% encroachment of the setback, whichever is greater, that allow the encroachment of stoops for air conditioning, but the stoop can only be large enough to accommodate the unit, and there are some examples of 48" in other coastal areas.

Southport's Building Inspector stated that HVAC units must meet manufacturer-listed setbacks to allow air circulation. The average is approximately 24" and some can be as close as 12" to meet the National Fire Protection Act (NFPA). Generators must have a minimum clearance of 18" per the manufacturer's installation guidelines and NFPA. The Fire Marshall did not have any issues with these types of equipment being installed in side yard setbacks.

Planning Board Review

After discussions at the September 21, 2023, and October 19, 2023, regular Planning Board meetings, Staff was asked to bring two new options in addition to the original proposal to the November regular meeting. Below, you will find the existing text in the UDO, the original language as proposed by the applicant, and the two (2) options that were requested in October.

Existing Text Section 3.9.B

5. Sills, cornices, buttresses, ornamental features, gutters, eaves, heating and air conditioning units, and similar items may project into a required setback of not more than 30 inches.

Applicant Proposed Text Amendment to Section 3.9.B

5. Sills, cornices, buttresses, ornamental features, gutters, eaves, heating and air conditioning units, and similar items may project into a required setback of not more than 30 inches. Heating and air conditioning units, generators, pool equipment, and similar items may project not exceeding 48 inches into a required setback.

Text with 42" Encroachment Option

5. Sills, cornices, buttresses, ornamental features, gutters, eaves, heating and air conditioning units, and similar items may project into a required setback of not more than 30 inches. Heating and air conditioning units, generators, pool equipment, and similar items may project 42 inches into a required setback but not closer than 24 inches from the lot line.

Text with 36" from Property Line Option

5. Sills, cornices, buttresses, ornamental features, gutters, eaves, heating and air conditioning units, and similar items may project into a required setback not more than 30 inches and not closer than 36" from the property line.

Each option was presented by Staff with visual aids and considered by the Planning Board. The applicant was satisfied with the 42" Encroachment (and not closer than 24" from the lot line) Option, which would help in instances with smaller lots and existing homes.

No consensus by the Planning Board could be reached and a motion to deny the application was made.

Unified Development Ordinance Compliance

Zoning Text Amendments, like General Use Zoning Map Amendments (Rezoning), follow the process laid out in Section 2.10 of the City of Southport Unified Development Ordinance. Pursuant to this section, the Planning Board shall advise and comment on whether the proposed text or zoning map amendment is consistent with the comprehensive plan or any other official adopted plans that are applicable and make a recommendation to the Board of Aldermen. The Board of Aldermen shall, in their final decision-making capacity, base their decision upon the same.

2014 CAMA Core Land Use Plan Compliance

Explicit references to specific lot layout, setbacks, and designs for single family lots are not included in the land use plan. The plan references updating the UDO and other documents to meet the needs of the residents of the city.

PLANNING BOARD RECOMMENDATION

The Planning Board recommends DENIAL of the zoning text amendment to Section 3.9.B.5 as proposed by the applicant. The proposal is found to be inconsistent with the 2014 CAMA Core Land Use Plan and does not meet the intent of the Unified Development Ordinance.

Attachments

Consistency Statement

Proposed Text Amendment Language

Text Amendment Application

Existing Text Section 3.9.B

5. Sills, cornices, buttresses, ornamental features, gutters, eaves, heating and air conditioning units and similar items may project into a required setback not more than 30 inches.

Text with 42" Encroachment Option

5. Sills, cornices, buttresses, ornamental features, gutters, and eaves, ~~heating and air conditioning units and similar items~~ may project into a required setback not more than 30 inches. Heating and air conditioning units, generators, pool equipment, and similar items may project 42 inches into a required setback, but not closer than 24" from the lot line.

Text with 36" from Property Line Option

5. Sills, cornices, buttresses, ornamental features, gutters, eaves, heating and air conditioning units and similar items may project into a required setback not more than 30 inches or not closer than 36" from the property line, whichever is greater.

Applicant Proposed Text Amendment to Section 3.9.B

5. Sills, cornices, buttresses, ornamental features, gutters, and eaves, ~~heating and air conditioning units and similar items~~ may project into a required setback not more than 30 inches. Heating and air conditioning units, generators, pool equipment, and similar items may project not more than 48 inches into a required setback.



**City of Southport Board of Aldermen
Statement of Plan Consistency and Zoning Recommendation
(As per NC General Statute 160D-605)**

When conducting a review of proposed zoning text or map amendments pursuant to this section, the Board of Aldermen shall advise and comment on whether the proposed action is consistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable.

AMENDMENT: ZTA 23-03 – Section 3.9.B Setback Exceptions and Encroachments

STATEMENT OF CONSISTENCY AND RECOMMENDATION:

The City of Southport Board of Aldermen hereby **deny** the proposed text amendment of the Unified Development Ordinance and finds that it is inconsistent with the City's 2014 CAMA Core Land Use Plan originally adopted Nov. 13, 2014 and subsequently amended by the Southport Board of Aldermen. Specifically, the proposed zoning text amendment is inconsistent with the CAMA Land Use Plan considerations for zoning petitions, "The regulations shall be made in accordance with the Southport Land Use Plan and designed to lessen congestion in streets; to secure safety from fire, panic, and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; and to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements".

The statement and motion was seconded and passed _____.

Dorothy Dutton, City Clerk

Richard Alt, Mayor



**City of Southport Board of Aldermen
Statement of Plan Consistency and Zoning Recommendation
(As per NC General Statute 160D-605)**

When conducting a review of proposed zoning text or map amendments pursuant to this section, the Board of Aldermen shall advise and comment on whether the proposed action is consistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable.

AMENDMENT: ZTA 23-03 – Section 3.9.B Setback Exceptions and Encroachments

STATEMENT OF CONSISTENCY AND RECOMMENDATION:

The City of Southport Board of Aldermen hereby **adopt** the proposed text amendment of the Unified Development Ordinance and finds that it is consistent with the City's 2014 CAMA Core Land Use Plan originally adopted Nov. 13, 2014 and subsequently amended by the Southport Board of Aldermen. More specifically, the proposed amendment is consistent with **Policy 2.4:** Southport will permit residential development to occur in response to market needs provided that the following criteria are met: (1) Due respect is offered to all aspects of the environment. (2) Concurrent planning for improvements to community facilities, infrastructure, and services is provided and **Policy 7.22:** The City shall continually maintain all official planning documents.

The statement and motion was seconded and passed _____.

Dorothy Dutton, City Clerk

Richard Alt, Mayor



**City of Southport Planning Board
Statement of Plan Consistency and Zoning Recommendation
(As per NC General Statute 160D-604)**

When conducting a review of proposed zoning text or map amendments pursuant to this section, the planning board shall advise and comment on whether the proposed action is consistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable. The planning board shall provide a written recommendation to the governing board that addresses plan consistency and other matters as deemed appropriate by the planning board, but a comment by the planning board that a proposed amendment is inconsistent with the comprehensive plan shall not preclude consideration or approval of the proposed amendment by the governing board.

AMENDMENT: ZTA-23-03

STATEMENT OF CONSISTENCY AND RECOMMENDATION:

The City of Southport Planning Board hereby recommends DENIAL of the proposed Zoning Text Amendment to the Board of Aldermen and finds that it is inconsistent with the City's 2014 CAMA Core Land Use Plan originally adopted Nov. 13, 2014 and subsequently amended by the Southport Board of Aldermen. Specifically, the proposed zoning text amendment is inconsistent with the CAMA Land Use Plan considerations for zoning petitions, "The regulations shall be made in accordance with the Southport Land Use Plan and designed to lessen congestion in streets; to secure safety from fire, panic, and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; and to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements". Further, the request is not in the public interest since there are reasonable alternatives to locate HVAC units, generators, pool equipment and other similar items.

The statement and motion was seconded and passed November 16, 2023

Tanya Shannon

Tanya Shannon, Deputy City Clerk

Sue M. Hodgins

Sue Hodgins, Chairman



Text Amendment

City of Southport, North Carolina

1029 N. Howe St, Southport NC 28461
www.southportnc.org

Planning & Inspections
Phone 910-457-7961 Fax 910-457-7957

For Staff Use Only

PERMIT No. ZTA-23-03 FEE: \$ 250 Date Received: 8/8/23

Applicant's Name: Cameron Smith
Mailing Address: 107 Bennett's Creek Lane City: Southport
State: NC Zip Code: 28461 Phone: 910-443-5880
Email: _____

Current Section Impacted by Proposed Text Amendment: 3.9.B.5

Please describe the conditions that makes the proposed text amendment necessary for the promotion of public health, safety, and general welfare; or that identifies an obvious error in the UDO. Also explain why the proposal is or is not consistent with the Land Use Plan and other adopted plans (Attach separate sheet if necessary).

see attached

In filing this Text Amendment Petition, I hereby certify that all of the information presented in this application is accurate to the best of my knowledge, information, and belief.

[Signature]
Signature (Applicant)

8/2/23
Date

APPROVED BY:

Mamoon Mehar

8/8/23

This is how the ordinance currently reads. 3.9 B.5 Sills, cornices, buttresses, ornamental features, gutters, eaves, heating and air conditioning units and similar items may project into a required setback not more than 30 inches.

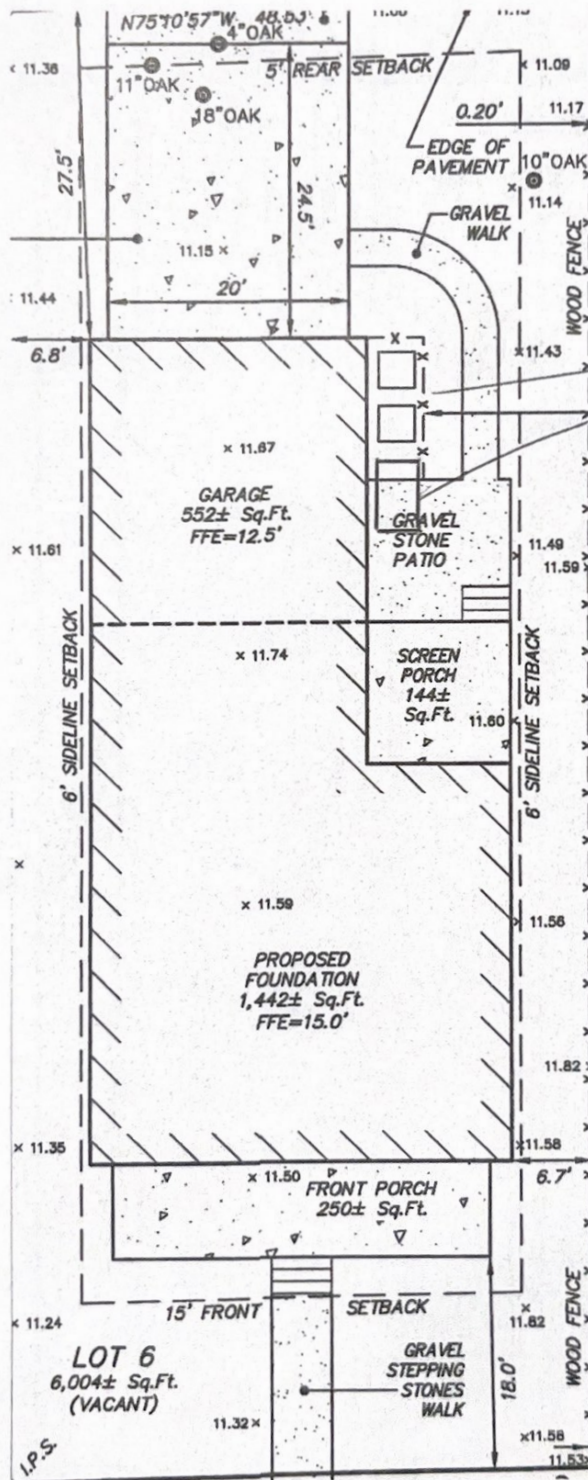
Proposed text amendment : 3.9 B.5 Sills, cornices, buttresses, ornamental features, gutters, eaves, ~~heating and air conditioning units~~ and similar items may project into a required setback not more than 30 inches. HVAC units, generators, pool equipment, and similar items may project not more than 48 inches into a required setback.

Rationale behind revision: In the previous 24 years I have built homes in Southport this ordinance was either not in the UDO or not enforced. Items that are fixed to the structure such as cantilevers, etc were enforced with the 30" rule but never the equipment (HVAC, generators, etc). Many of the homes I have built in communities with narrower lots have equipment on the sides of the homes that would not have met this ordinance. Most air condensing units and generators need 48" off the structure to meet codes for clearances. In my opinion, this 30" guideline creates an unnecessary hardship. Many homeowners, especially in communities with narrow lots (PUDs or some of our city lots) need to use the majority of their buildable width for their home design. The equipment cannot go in the front of the home and in many cases the rear of the home doesn't work well either. A prime example of this would be homes with rear load garages on narrow lots and I have included an example site plan.

Example 1 shows what happens when the equipment is not allowed to go on the side of the home as it typically does due to the 30" guideline. The small rear outdoor space is adversely affected. In addition, having the equipment alongside the garage instead of the house foundation doesn't work in the construction world for a variety of reasons.

Example 2 shows where the equipment should be placed and where it has been allowed historically speaking. Changing this 30" guideline to 48" will allow this to work.

Another point I would like to make in regards to existing homes is many people are now wanting to install whole house generators and may not be able to with the enforcement of this 30" guideline. There is really no downside to this revision that I can see and it will be permitting this equipment placement to continue as it has been allowed in the past.





BOARD OF ALDERMEN AGENDA ITEM SUMMARY

DATE: 06/13/2024

DEPARTMENT: Development Services

PRESENTED BY: Maureen Meehan, City Planner

ITEM SPONSORED BY: Turtle Bay at Southport, LLC

ITEM/TOPIC: Zoning Map Amendment for a Parcel of land on Highway 87 from R-20/HC to Planned Unit Development (PUD) including the required Master Development Plan

COST: N/A

BUDGET LINE ITEM: N/A

JUSTIFICATION: At their March 27, 2024 meeting 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) and Highway Commercial (HC) to Planned Unit Development (PUD) with attached Master Development Plan. A duly advertised public hearing was held on May 9, 2024. The Board of Aldermen will decide on the proposed zoning change.

IMPACT IF NOT APPROVED: This is a legislative decision defined by the NC General Statutes. The Board is not obligated to approve the amendment. A statement of consistency and reasonableness must be adopted in conjunction with a motion to approve or deny the proposal.

DEPARTMENT HEAD COMMENTS: The attached proposed Zoning Map Amendment has been reviewed by staff for consistency with the land use plan, adopted ordinances, and surrounding neighborhood. Staff found the proposal consistent and reasonable and forwarded it to the Planning Board for a recommendation.

CITY MANAGER COMMENTS: I would recommend moving forward with this

ATTACHMENTS: Staff Report, Zoning Map Amendment Application, and Planned Unit Development Application

REQUESTED ACTION: Make final decision on zoning change and master development plan request.

PROPOSED MOTION: Motion to approve/deny the proposed zoning map amendment from R-20 to PUD and required master development plan. *(Statement of consistency and reasonableness is attached with a motion to be read into the record)*

STAFF REPORT FOR TURTLE BAY PLANNED UNIT DEVELOPMENT APPLICATION REZONING AND MASTER DEVELOPMENT PLAN REVIEW

APPLICATION SUMMARY	
Presentation Date	June 13, 2024 Board of Aldermen
Applicant	East Coast Engineering, P.C. Jackson Starling, PE
Property Owner	Turtle Bay at Southport, LLC Bob Weinbach and Terrance Ando
Parcel ID:	22100017
Project Acreage	54.09 acres
Parcel Acreage	54.09 acres
Zoning District	R-20/HC
Proposed Zoning	Planned Unit Development
Proposed Future Land Use Map	Low Density Residential

PROJECT OVERVIEW

Jackson Starling, applicant, on behalf of Turtle Bay at Southport, is requesting approval of a Master Development Plan and Rezoning from R-20/HC to Planned Unit Development (PUD). The Master Development plan proposes 100 single-family dwelling units on an approximately 54-acre parcel of land located on NC 87.

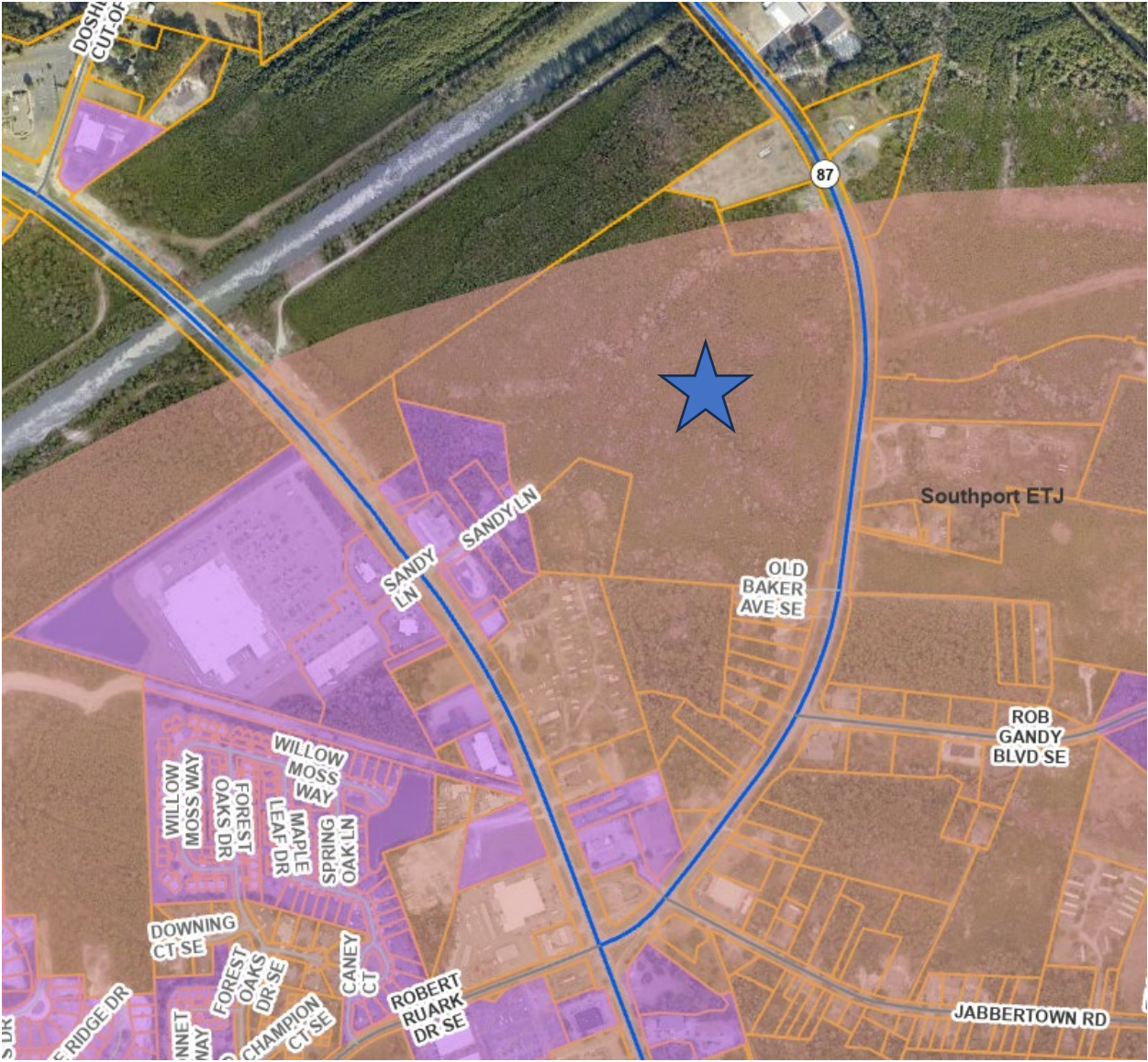
Most of the property falls within the medium suitability land classification on the Land Suitability Analysis Map of the CAMA Land Use Plan. A portion is classified as low suitability due to the proximity of wetlands on site. The future land use map designation is low-density residential and heavy commercial. Low-density residential designation allows a variety of single-family uses with a density of 2/3 units per acre.

Staff are also requesting an amendment to the future land use map to designate the entire property as low-density residential.

LOCATION

Subject property is located on NC 87 (River Road) to the north of Rob Gandy Boulevard, south of Duke Energy, and east of Hwy 211 (N Howe Street). This property is located within the extraterritorial jurisdiction of the City and can be further identified by Brunswick County Parcel ID 22100017.

A portion of the northern boundary is within Brunswick County Jurisdiction. A petition for annexation has been submitted and will follow the affirmative recommendation to the Board of Aldermen.



REVIEW PROCESS

Proposed amendments to the zoning map may be initiated by the Board of Aldermen, Planning Board, city administration, or by the owner, or his or her agent, of property within the area proposed to be changed. Every amendment, supplement, change, modification, or repeal of the zoning map/ordinance shall be referred to the Planning Board for its recommendation and report to the Board of Aldermen.

A Planned Unit Development (PUD) is planned and developed as an integral unit in a single development operation or a defined series of development according to an approved master plan. Per Section 2.9 C of the City of Southport Unified Development Ordinance, the Planning Board shall review the proposal and transmit a formal recommendation to the Board of Aldermen. The Board of Aldermen is the final decision maker on all Master Development Plans within the City of Southport.

A PUD requires an amendment to the City's zoning map in conjunction with the approval of the master development plan. Applications for both the master development plan and rezoning are submitted concurrently. The master plan outlines the framework for development within the PUD, including intended uses, dimensional standards for parking, landscaping, design guidelines, and buffers. The proposal must comply with the design guidelines provided in Section 4.15 of the Unified Development Ordinance.

When evaluating the application for a PUD zoning district, the Planning Board and the Board of Aldermen shall consider the following:

- a) The application's consistency to the general policies and objectives of the City's Comprehensive Plan, any other officially adopted plan that is applicable, and the Unified Development Ordinance.
- b) The potential impacts and/or benefits on the surrounding area and adjoining properties.

The Planning Board will provide a recommendation to the Board of Aldermen.

Prior to the Board of Aldermen's consideration of a change, a public hearing must occur on a set day and time. The hearing is notified to adjacent property owners by mail, published in a local newspaper of general circulation, and posted on the property for two (2) consecutive weeks, not less than 10 days and not more than 25 days before the hearing.

The Board of Aldermen may adopt the approval, conditional approval, or denial of the rezoning after the duly advertised public hearing and upon the approval of a plan consistency statement and a statement of reasonableness.

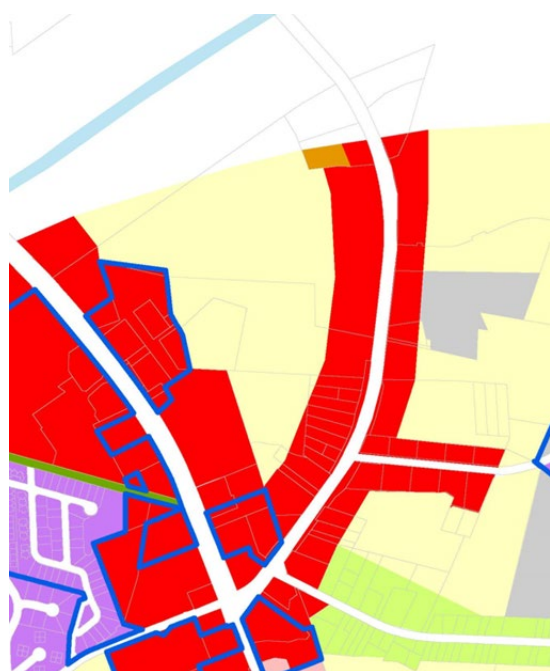
Following an affirmative decision by the Board of Aldermen, the official zoning map will be updated to PUD, and all development shall follow the approved master development

plan. The major subdivision preliminary plat process will follow the approval of the PUD prior to any development onsite.

TECHNICAL REVIEW COMMITTEE

City of Southport Planning Staff and the applicant presented this proposal to the Technical Review Committee at their December 19, 2023, meeting. The Fire Chief and City Engineer requested updated ROW information with a paved street width of 24' for a 50' ROW. The applicant provided updated site plans that were approved in January. For clarity and transparency, many of the comments received from other Departments or outside agencies are of a nature that they are to be addressed during the preliminary plat review and/or following the issuance of zoning approval through the course of the building plan and permit review and issuance.

CURRENT ZONING



Zoning Map

Grey – Light Industrial

Red – Heavy Commercial

Light Green – Mobile Home

Light Yellow – R-20

Purple – PUD



Future Land Use Map

Red – Heavy Commercial

Yellow – Low Density Residential

MASTER DEVELOPMENT PLAN REVIEW

Master development plans must be prepared by and sealed by a licensed land surveyor, landscape architect, or engineer registered in North Carolina. They shall meet all the requirements listed in Appendix A of the UDO. Further, all PUD development and subsequent major subdivisions must include the required improvements found in Section 4.7.

Dimensional Requirements

The parcel of land has a total of 54.09 acres. The density of the proposed subdivision is 1.85 dwelling units/acre, which meets the maximum density of 6 du/acre as laid out within the Unified Development Ordinance. Further, there are 10.88 acres of open space, which meets the existing 20% requirement for all PUDS.

The following lot dimensions are proposed:

Minimum Lot Size: 12,000 SF (60% of the minimum lot area for R-20)

Minimum Lot Width: 75' (exceeds the minimum 40' width requirement)

Setbacks: Front – 10', rear – 15', side – 8' (minimum setbacks allowed)

Utility Easement: 10' along all side lot lines (provides 10' building setback for primary and accessory structures)

Periphery Boundary Setback: 25'

Section 4.7.D lists the Required Improvements for Subdivisions. The following discussions will outline how the applicant has met the eight (8) requirements, including other provisions necessary for approval found in the UDO.

Transportation and Streets

Access to the site is provided from a main gated entrance from NC 87. There is a siren-activated fire apparatus entrance located at the southern edge of the property. There are 50' Right of Ways with 24' paved roadways. The proposed right-of-way widths are less than is required by the Unified Development Ordinance. However, the reduced widths were reviewed and approved by the fire chief at the Technical Review Committee meeting on December 19, 2023. All streets will be private rights-of-way and constructed to meet the requirements of Section 4.8.

Block lengths do not exceed 1500 linear feet with intersections at nearly right angles. Proposed cul-de-sacs do not exceed 750 feet in length and meet the turn-around radius requirements. Further, a turn-around is part of the street that exceeds 150 feet in length.

A traffic impact analysis is required for any development that will generate more than 500 trips per day. The proposed subdivision will generate approximately 1000 trips per day. A traffic impact analysis was completed to show the impact of the proposal and provide recommended improvements for access to the site. The recommendations include the construction of a southbound right-hand turn lane on NC 87, the construction of a northbound left turn lane on NC 87, and the construction of the driveway to applicable NCDOT standards with adequate site distance. These recommended improvements are included in the master development plan.

Lighting

The applicant is required to install street lighting with underground distribution along all proposed streets. Per statements made by the applicant on the site plan, a lighting plan is being prepared by Brunswick Electric Member Cooperation. A lighting plan meeting the standards of Section 3.16 of the City of Southport Unified Development Ordinance and Chapter 4 Article 5 of the City Code of Ordinances shall be required prior to final approval of the Preliminary Plat, and any installations shall be inspected for conformance to the approved lighting plan prior to final plat approval.

Street Name Signs and Cluster Mailboxes

The applicant will install street signs, both traffic control and name signs, and shall meet all applicable regulations.

A cluster mailbox kiosk has been identified on the site plan at the rear of the property adjacent to the open space park space. There are nine (9) parking spaces provided for the mail kiosk and open space facilities.

Pedestrian Facilities

Per Section 4.11, sidewalks are required on both sides of the street for subdivisions with more than 20 lots. In lieu of placing sidewalks on both sides of the street, the subdivider may install a connected multi-use path network with a minimum width of eight (8) feet along one side of the street connecting to recreation and open space area. The applicant has provided an 8' multi-path network with a delineated ten (10) foot connection at street crossings.

Water Supply and Sewage Disposal Systems

The county will provide both water and sewer to this subdivision. There were no comments or concerns from the county representative who had the opportunity to review the proposal prior to the December TRC meeting.

Erosion and Sedimentation, Drainage Control Facilities, and Stormwater

The applicant shall comply with all requirements of Article 6 of the City of Southport Unified Development Ordinance and all requirements of the North Carolina Sedimentation Pollution Control Act. The design of the system will be reviewed and approved by the City Engineer and Public Services Department. Detailed plans may be submitted after the site plan or preliminary plat approvals that will be approved prior to any ground-disturbing activities.

All permits from the N.C. Department of Environmental Quality shall be obtained prior to commencing construction.

Recreation and Open Space

As stated previously, the applicant has provided 10.88 acres of open space, excluding wetlands. This meets the 20% requirement for PUDs. The open space forms a single parcel, except where a connecting corridor of open space is not less than 30 feet wide. The noncontiguous areas account for less than 50% of the required open space allocation.

All open space areas will be owned and maintained by the homeowner's association.

Landscaping and Buffers

Per Section 3.17 of the Unified Development Ordinance, street yards are required for the proposed change in use of the property. The street yard buffer has been identified in the master development plan. The applicant has provided a preliminary landscape plan. A specific landscape plan will be included as part of the preliminary plat application.

Tree Protection and Landscape Preservation

A formal tree protection and mitigation plan is not required for master development plan approval. The applicant has provided a preliminary landscape plan. This information shall be required prior to approval of the Preliminary Plat.

Signage

Approval of a master development plan does not include sign permit approval. All future signs associated with the project shall require separate review and approval by the Planning Staff based on conformance with Section 3.19 of the City of Southport Unified Development Ordinance.

LAND USE PLAN CONSISTENCY

The 2014 CAMA Land Use Plan (LUP), along with subsequent updates, is the plan that is used for policy decisions in the City. The Planning Board and Board of Aldermen shall consult the plan's policies when considering a zoning change. Further, each rezoning must be recommended and ultimately adopted with a statement describing if the action is consistent or inconsistent with the adopted land use plan.

Increasing housing demand is one of the overarching themes found in the Future Demands section of the LUP. The goals, objectives, and policies found within the plan focus on balancing the need for housing and infrastructure with the protection of the historic character and environmental resources of the City.

Policy 2.1 "...rezonings and amendments in classifications to the future land use map should be carefully balanced with a demonstrated need for such proposed development

The proposed rezoning is partially inconsistent with the future land use map, which is proposed to be amended. The master development plan proposes a gated single-family development with high-end homes.

The following policies and implementing actions support the proposed rezoning request.

Recommended Action 2.1.A: Consider requiring all rezoning approvals to be compared to the land suitability map and analysis included in this plan for consistency. This consistency review will be presented to the Planning Board and Board of Aldermen...

The subject property is in an area of medium suitability on the Land Suitability Analysis (LSA) Map. The LSA takes many different environmental and built features into account including adjacent uses and infrastructure. The future land use map designation supports residential development.

Policy 2.3: Southport supports quality development reflecting a spectrum of housing needs, from low-end (affordable) residences to high-end (luxury) residences.

Policy 2.4: Southport will permit residential development to occur in response to market needs provided the following criteria are met:

- 1) Due respect is offered to all aspects of the environment.
- 2) Concurrent planning for improvements to community facilities, infrastructure, and services provided.

These policies are appropriate for the site due to the unique characteristics of the tract of land. Wetland areas are adjacent to dedicated open space where possible. Infrastructure improvements and extensions will be made to the property.

PLANNING BOARD RECOMMENDATION

After consideration of the proposed Zoning Map Amendment, Future Land Use Map Amendment, and Master Development Plan the Planning Board recommend **APPROVAL** to the Board of Aldermen in accordance with the standards and processes laid out within

the City of Southport Unified Development Ordinance. The application has been deemed complete, all standards for planned unit developments have been met, and is eligible to be approved.

The proposal appears to be consistent with the 2014 CAMA Core Land Use Plan and is reasonable due to the size, physical conditions, and other attributes of the area.

Attachments:

- 1) Applications – Zoning and Planned Unit Development
- 2) Master Development Plan
- 3) Consistency Statements



**City of Southport Board of Aldermen
Statement of Plan Consistency
(As per NC General Statute 160D-605)**

When conducting a review of proposed zoning text or map amendments pursuant to this section, the Board of Aldermen shall approve a statement describing whether the proposed action is consistent or inconsistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable.

AMENDMENT: ZMA 24-01 – Turtle Bay Planned Unit Development

STATEMENT OF CONSISTENCY AND RECOMMENDATION:

The City of Southport Board of Aldermen hereby **adopt** the proposed Zoning Map Amendment and associated Master Development Plan and find that it is consistent with the City's 2014 CAMA Core Land Use Plan originally adopted Nov. 13, 2014 and subsequently amended. More specifically, the proposed amendment is consistent with **Policy 2.4:** Southport will permit residential development to occur in response to market needs provided the following criteria are met: 1) Due respect is offered to all aspects of the environment. and 2) Concurrent planning for improvements to community facilities, infrastructure, and services provided. Further, the proposed text amendment is reasonable due to the size, physical conditions, and other attributes of the area.

The statement and motion was seconded and passed _____.

Dorothy Dutton, City Clerk

Richard Alt, Mayor



**City of Southport Board of Aldermen
Statement of Plan Consistency
(As per NC General Statute 160D-605)**

When conducting a review of proposed zoning text or map amendments pursuant to this section, the Board of Aldermen shall approve a statement describing whether the proposed action is consistent or inconsistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable.

AMENDMENT: ZMA 24-01 – Turtle Bay Planned Unit Development

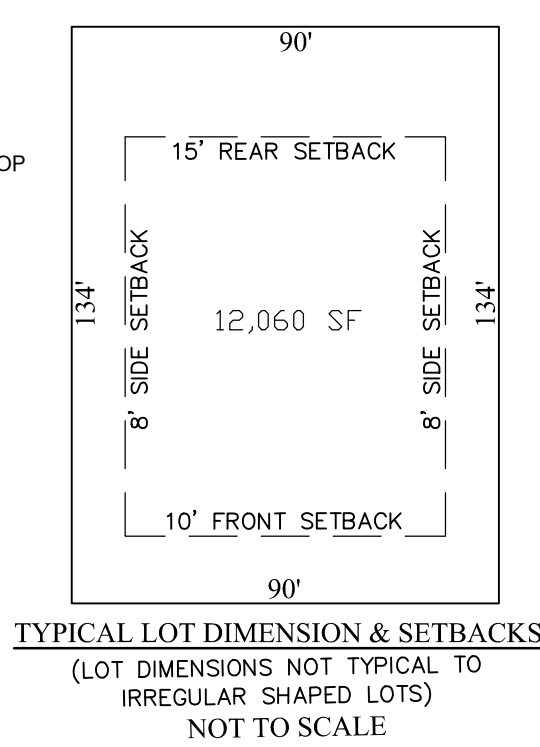
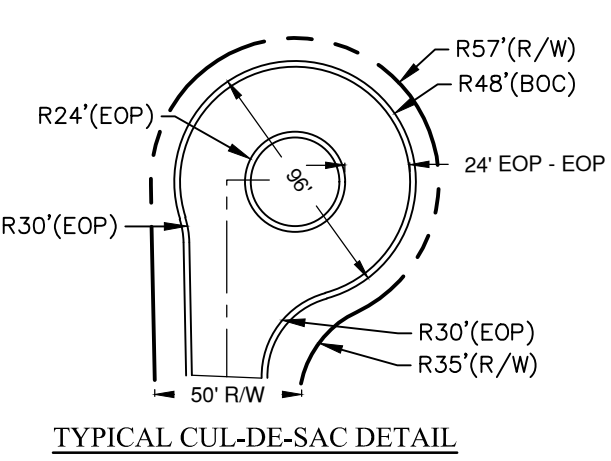
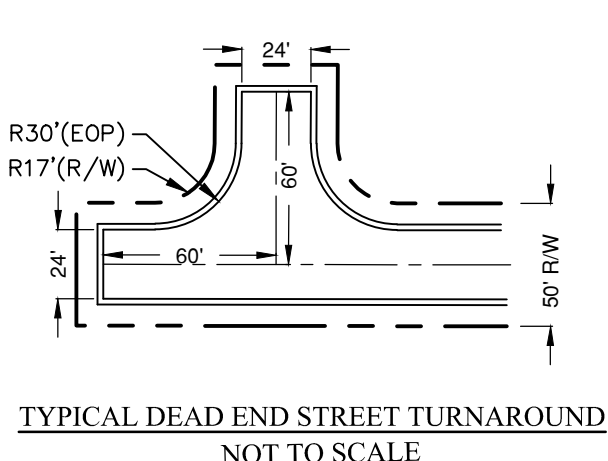
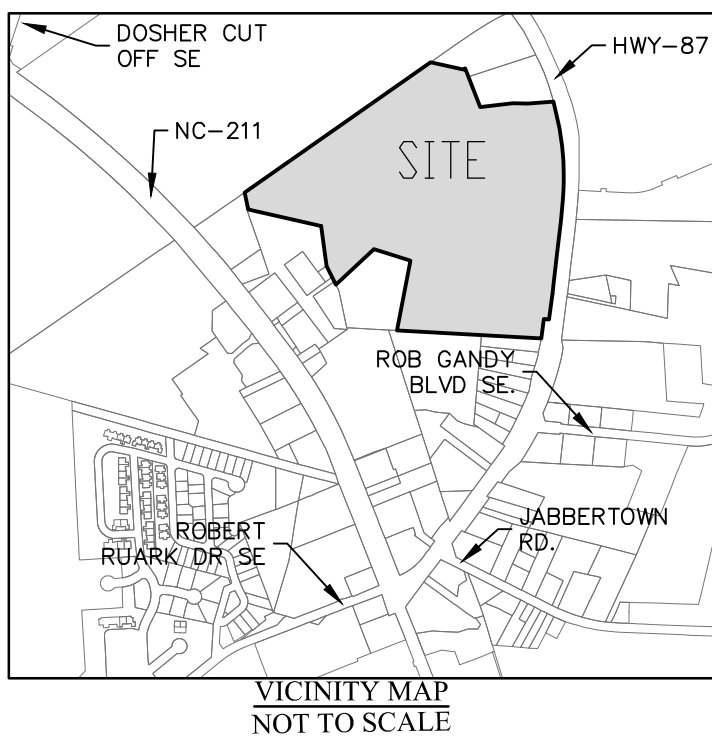
STATEMENT OF CONSISTENCY AND RECOMMENDATION:

The City of Southport Board of Aldermen hereby **deny** the proposed Zoning Map Amendment and associated Master Development Plan and find that it is inconsistent with the City's 2014 CAMA Core Land Use Plan originally adopted Nov. 13, 2014 and subsequently amended and find it is not reasonable due to the size, physical conditions, and other attributes of the area.

The statement and motion was seconded and passed _____.

Dorothy Dutton, City Clerk

Richard Alt, Mayor



OPEN SPACE

4.67 AC. PASSIVE OPEN SPACE

6.21 AC. ACTIVE OPEN SPACE

ACTIVE OPEN SPACE NOTE

ACTIVE OPEN SPACE ACTIVITIES MAY INCLUDE:
GRASSED ACTIVITY AREA, PEDESTRIAN WALKWAYS,
PEDESTRIAN BRIDGES, GAZEBO'S, & PARK BENCHES.

ALL OPEN SPACE AREA TO BE OWNED & MAINTAINED
BY HOME OWNERS ASSOCIATION.

PROJECT INFORMATION

OWNER NAME & ADDRESS: TURTLE BAY AT SOUTHPORT, LLC
5106 LANCOME CT
WILMINGTON, NC 28409
910-443-6739

PROPERTY INFORMATION

TAX PARCEL NUMBER: 22100017
DEED REFERENCE: BOOK 5043, PAGE 1074
MAP BOOK: BOOK 143, PAGE 47
TOTAL SITE AREA: 2,356,011 SF OR 54.09 AC

ZONING

PLANNED UNIT DEVELOPMENT (PUD)

MINIMUM LOT SIZE: 12,000 SF

MINIMUM LOT WIDTH: 75 FEET

BUILDING SETBACKS: FRONT YARD=10 FEET
REAR YARD=15 FEET
SIDE YARD=8 FEET

LOT LAYOUT INFORMATION:

TOTAL TRACT AREA= 2,356,011 SF (54.09 ACRES)
TOTAL RIGHT OF WAY AREA= 336,343 SF (7.72 ACRES)
TOTAL WETLANDS= 66,504 SF (1.53 ACRES)
TOTAL PROPOSED STORMWATER POND AREA= 155,242 SF (3.56 ACRES)
TOTAL NEW LOTS CREATED = 100
MINIMUM LOT SIZE = 12,000 SF
UNIT DENSITY= 1.85 UNITS/ACRE

TOTAL NET AREA CALCULATION

TOTAL TRACT AREA EXCLUDING STREET RIGHT OF WAYS &
STORMWATER PONDS = 1,864,426 SF (42.80 ACRES)

OPEN SPACE CALCULATION

OPEN SPACE REQUIRED: 20% OF TRACT AREA EXCLUDING WETLANDS
2,356,011 SF X 20% = 471,202 SF (10.82 ACRES)

OPEN SPACE #1=	5.63 AC (245,214 SF)	51.72%
OPEN SPACE #2=	1.42 AC (62,033 SF)	13.08 %
OPEN SPACE #3=	3.83 AC (166,855 SF)	35.20 %
TOTAL PROVIDED:	10.88 AC (474,102 SF)	100.00%

CONTIGUOUS OPEN SPACE:	5.63 AC (245,214 SF)	51.72%
NON-CONTIGUOUS OPEN SPACE:	5.25 AC (228,888 SF)	48.28 %

DEVELOPMENT NOTES:

- ADJOINING DEED REFERENCES BASED ON CURRENT INFORMATION FOUND IN THE BRUNSWICK COUNTY TAX OFFICE.
- ACCORDING TO CURRENT FEMA FLOOD MAP # 3720209700K, THIS LOT APPEARS TO BE LOCATED IN THE FOLLOWING ZONE: X
- THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHT-OF-WAYS OF RECORD, GOVERNMENTAL ORDINANCES AND/OR REQUIREMENTS WHICH MAY LIMIT THE USE OF THIS PROPERTY.
- ALL BEARINGS ARE BASED ON NC GRID NORTH (NAD83-NSRS 2011); ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
- IRON REBAR TO BE SET AT ALL LOT CORNERS.
- ALL STREET IN ARE PRIVATE STREETS AND SHALL BE MAINTAINED BY A HOMEOWNER'S ASSOCIATION. SIDEWALKS WITH THESE RIGHT OF WAYS ARE PRIVATE AND SHALL BE MAINTAINED BY A HOMEOWNER'S ASSOCIATION. ROADWAYS WILL BE CONSTRUCTED TO TOWN STANDARDS AND MAY BE REQUESTED TO BE DEDICATED TO THE TOWN AT A FUTURE DATE.
- SETBACKS FOR THESE LOTS ARE BASED ON CURRENT TOWN OF SOUTHPORT ZONING.
- ALL OPEN SPACE SHALL BE MAINTAINED BY A HOMEOWNER'S ASSOCIATION.
- ALL STREETS SHALL BE CONSTRUCTED TO TOWN OF SOUTHPORT STANDARDS PER TOWN ORDINANCE.
- ALL LOTS TO BE SERVED WITH PUBLIC WATER AND SEWER.
- A 10' DRAINAGE AND UTILITY EASEMENT IS RESERVED ALONG ALL SIDE LOT LINES (5' EITHER SIDE OF LINE).
- ALL NEW UTILITIES SHALL BE SUB-SURFACE.
- THESE LOTS ARE LOCATED WITHIN THE TOWN OF SOUTHPORT CORPORATE LIMITS.
- A STREET LIGHTING PLAN SHALL BE DEVELOPED BY BRUNSWICK ELECTRIC MEMBERSHIP CORPORATION (BEMC).
- AREA BY COORDINATE METHOD.
- SOUTHPORT AND NORTH CAROLINA STATE STORMWATER PERMITS MUST BE OBTAINED PRIOR TO ANY CONSTRUCTION. NO NATURAL DRAINAGE AREAS WILL BE CUT OFF OR DISTURBED BEFORE OBTAINING THE PERMITS.

IMPERVIOUS AREA INFORMATION

LOT BUA: 555,000 SF
STREETS/PARKING/CURB: 198,812 SF
SIDEWALKS: 53,313 SF
MULTI-USE PATHS: 28,014 SF
FUTURE ALLOCATION: 15,000 SF
TOTAL BUA PROPOSED: 850,139 SF (19.52 AC)
TOTAL TRACT AREA: 2,356,011 SF (54.09 AC)
% IMPERVIOUS AREA: 36.08%

APPROXIMATE CITY LIMIT LINE (SCALED FROM CITY OF SOUTHPORT ZONING MAP)

ASPHALT PARKING AREA (11 SPACES W-1 HC VAN ACCESSIBLE - 9' X 18')

MAIL KIOSK

ACTIVE OPEN SPACE (CLEARED EXCEPT HERITAGE TREES SHOWN, GRASSED WITH LESS THAN 2% SLOPES)

TRACT 1 EIP IN A DITCH IN THE LINE WITH CAROLINA POWER AND LIGHT COMPANY

25' PERIPHERY BOUNDARY SETBACK (FOR PRINCIPLE & ACCESSORY STRUCTURES)

JOHN & BEVERLY MCCLOSKEY D.B. 4972, PG. 39
TAX PARCEL# 2210002001
ZONED SP-HC
VACANT - WOODED

GOLDSTAR BUSINESS SERVICES INC D.B. 4816, PG. 1040
TAX PARCEL# 2210002601
ZONED SP-HC

BRUNSWICK COUNTY OWNED AND MAINTAINED PUMP STATION, PROPOSED GRAVITY SEWER CONNECTION TO EXISTING INTERCEPTOR MANHOLE

BRUNSWICK COUNTY D.B. 4627, PG. 346
M.C. 56, PG. 43
TAX PARCEL# 2210002603
ZONED SP-HC

DELORES YVONNE ADAMS D.B. 3802, PG. 1205
M.C. 21, PG. 386
TAX PARCEL# 2210001602
ZONED SP-R-20
VACANT - WOODED

GOLDSTAR BUSINESS SERVICES INC D.B. 5064, PG. 1034
TAX PARCEL# 22100025
ZONED SP-R-20

WOODSIDE PROPERTIES, LLC D.B. 5119, PG. 724
M.C. 6, PG. 167
TAX PARCEL# 2210A003
ZONED SP-HC

ROBIN D. SWAIN ET AL D.B. 1845, PG. 985
M.C. 6, PG. 167
TAX PARCEL# 2210A010
ZONED SP-R-20

CAROLYN HANKINS D.B. 674, PG. 570
M.C. 11, PG. 59
TAX PARCEL# 2210A011
ZONED CO-CLD

ALLEN CLEMMONS HRS D.B. MM, PG. 131
TAX PARCEL# 2210001501
ZONED SP-HC

CLAY HILL BOAT & RV BOAT STORAGE LLC D.B. 3965, PG. 502
M.C. 106, PG. 15
TAX PARCEL# 2210001701
ZONED CO-CLD

CIRCUS LIFE ENTERPRISES D.B. 5088, PG. 933
TAX PARCEL# 2210001702
ZONED CO-CLD, SP-BD

25' PERIPHERY BOUNDARY SETBACK & BUFFER, EXISTING VEGETATION TO REMAIN (LOTS 52-53)

6' WIDE PEDESTRIAN BRIDGE

8' WIDE MULTI-USE PATH (CONCRETE)

CLAY BOTTOM BRANCH

TWIN 30" RCP'S

25' PERIPHERY BOUNDARY SETBACK (FOR PRINCIPLE & ACCESSORY STRUCTURES)

DUKE ENERGY PROGRESS INC D.B. 4554, PG. 461
M.C. 125, PG. 58
TAX PARCEL# 20600001
ZONED SP-HC & SP-R20
VACANT - WOODED

DUKE ENERGY PROGRESS INC D.B. 3411, PG. 478
M.C. 72, PG. 58
TAX PARCEL# 2060000105
ZONED SP-HC
VACANT - WOODED

EXISTING UTILITY EASEMENT FOR GUY WIRES

EXISTING UTILITY EASEMENT IS 15 FEET FROM CENTER OF POLE LINE PER DUKE-ENERGY-PROGRESS

EXISTING OPPOSING DRIVEWAY (AUTO REPAIR CENTER - NORTH DRIVEWAY)

NCDOT DRIVEWAY ACCESS. REQUIRED ROADWAY IMPROVEMENTS TO NC-87 INCLUDE A NORTHBOUND CENTER, LEFT TURN LANE AND SOUTHBOUND RIGHT TURN LANE

BAXTER C E JR D.B. 371, PG. 907
TAX PARCEL# 22100014
ZONED SP-HC

STREET YARD BUFFER VARIES (APPROX 80')

EXISTING DRIVEWAY (AUTO REPAIR CENTER - SOUTH DRIVEWAY)

EUGENE EDWARDS D.B. 4990, PG. 624
TAX PARCEL# 22100015
ZONED SP-HC

APPROXIMATE LOCATION OF EXISTING 12" WATERLINE

MINIMUM STREET YARD BUFFER 20'

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NCDOT DRIVEWAY ACCESS. REQUIRED ROADWAY IMPROVEMENTS TO NC-87 INCLUDE A NORTHBOUND CENTER, LEFT TURN LANE AND SOUTHBOUND RIGHT TURN LANE

BAXTER C E JR D.B. 371, PG. 907
TAX PARCEL# 22100014
ZONED SP-HC

STREET YARD BUFFER VARIES (APPROX 80')

EXISTING DRIVEWAY (AUTO REPAIR CENTER - SOUTH DRIVEWAY)

EUGENE EDWARDS D.B. 4990, PG. 624
TAX PARCEL# 22100015
ZONED SP-HC

APPROXIMATE LOCATION OF EXISTING 12" WATERLINE

MINIMUM STREET YARD BUFFER 20'

EXISTING UTILITY EASEMENT IS 15 FEET FROM CENTER OF POLE LINE PER DUKE-ENERGY-PROGRESS

CLAY BOTTOM BRANCH

TWIN 30" RCP'S

25' PERIPHERY BOUNDARY SETBACK (FOR PRINCIPLE & ACCESSORY STRUCTURES)

DUKE ENERGY PROGRESS INC D.B. 4554, PG. 461
M.C. 125, PG. 58
TAX PARCEL# 20600001
ZONED SP-HC & SP-R20
VACANT - WOODED

DUKE ENERGY PROGRESS INC D.B. 3411, PG. 478
M.C. 72, PG. 58
TAX PARCEL# 2060000105
ZONED SP-HC
VACANT - WOODED

EXISTING UTILITY EASEMENT FOR GUY WIRES

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APPROXIMATE LOCATION OF EXIST

[illegible]

East Coast Engineers, P.C.
ENGINEERS • PLANNERS • CONSULTANTS

4918 Main Street
Post Office Box 2469
Shallotte, North Carolina 28459

Phone: 910/754-8029
Fax: 910/754-8049
Firm License Number C-31

UTILITY PLAN FOR TURTLE BAY SOUTHPORT, NORTH CAROLINA

Date: 02-08-2023
Scale: AS SHOWN
Drawn By: MGB
Checked By: JDS

PRELIMINARY
FOR APPROVAL

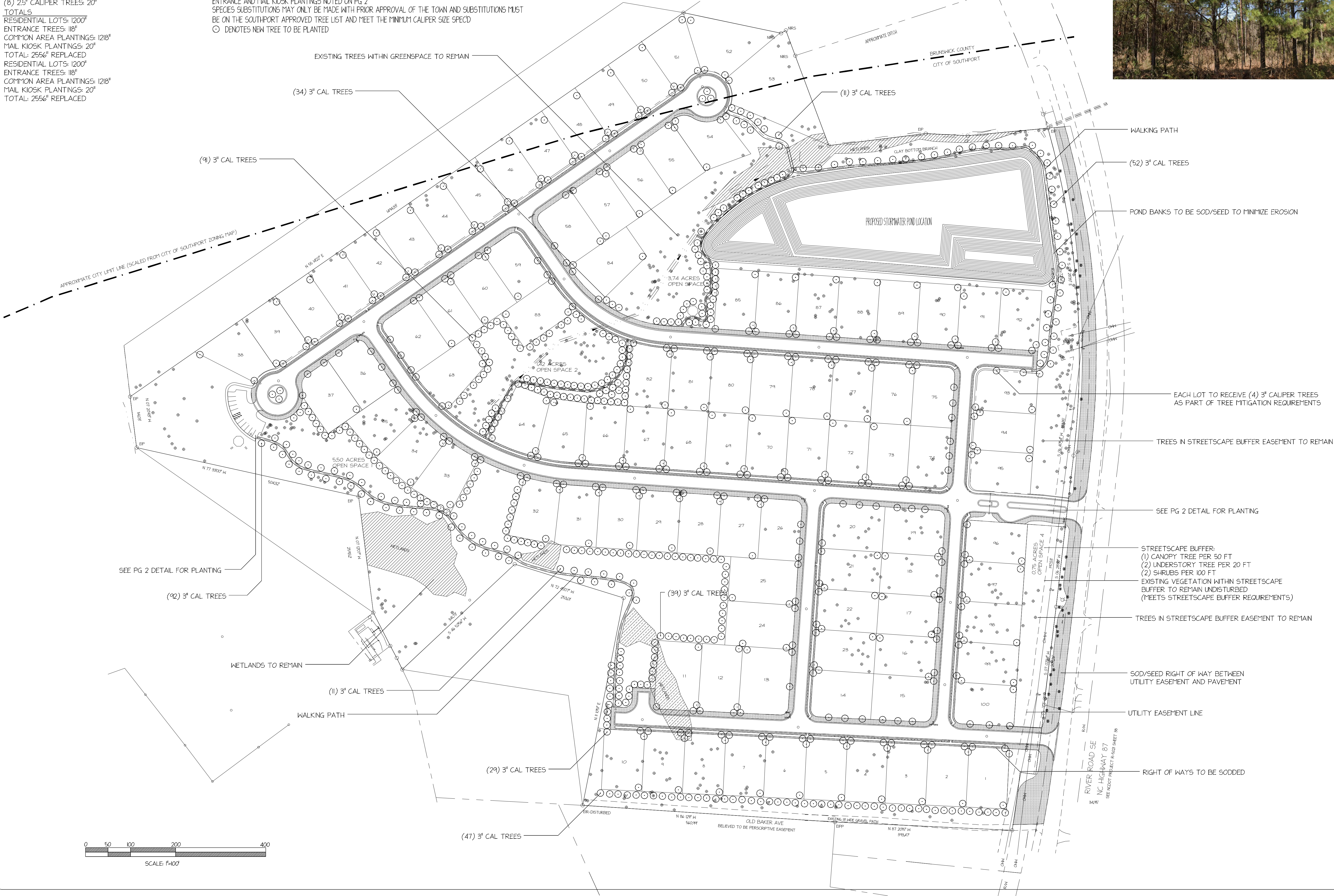
THIS PLAN IS NOT ISSUED FOR
CONSTRUCTION WITHOUT AFFIXED
CORPORATE SEAL.

C6.0

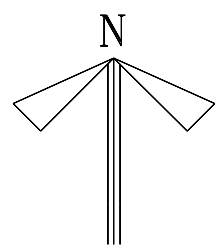
TREET MITIGATION REQUIREMENTS:
TOTAL CALIPER OF TREES REMOVED: 2539.5" DBH
TOTAL CALIPER OF NEW TREES: 2556" DBH
RESIDENTIAL LOT PLANTINGS:
(4) 3" CALIPER TREES PER LOT
(400) 3" CALIPER TREES: 1200"
ENTRANCE PLANTINGS:
(4) 7" CALIPER: 28"
(36) 2.5" CALIPER: 90"
TOTAL: 118"
COMMON AREA PLANTINGS:
(406) 3" CALIPER TREES: 1218"
NOTED ON PLAN
MAIL KIOSK PLANTINGS:
(8) 2.5" CALIPER TREES: 20"
TOTALS:
RESIDENTIAL LOTS: 1200"
ENTRANCE TREES: 118"
COMMON AREA PLANTINGS: 1218"
MAIL KIOSK PLANTINGS: 20"
TOTAL: 2556" REPLACED
RESIDENTIAL LOTS: 1200"
ENTRANCE TREES: 118"
COMMON AREA PLANTINGS: 1218"
MAIL KIOSK PLANTINGS: 20"
TOTAL: 2556" REPLACED

Qty	Botanical Name	Common Name	Size/Condition	Remarks
Trees				
200	Acer rubrum 'October Glory'	OCTOBER GLORY RED MAPLE	3" Caliper B&B (Full Specimen)	
166	Betula nigra	RIVER BIRCH	3" Caliper Multi-Stem	
200	Quercus lyrata	OVERCUP OAK	3" Caliper B&B (Full Specimen)	
140	Quercus phellos	WILLOW OAK	3" Caliper B&B (Full Specimen)	
100	Taxodium distichum	BALD CYPRESS	3" Caliper B&B (Full Specimen)	

OCTOBER GLORY RED MAPLE AND OVERCUP OAK TO BE EVENLY DISTRIBUTED THROUGHOUT RESIDENTIAL LOTS
RIVER BIRCH, WILLOW OAK AND BALD CYPRESS TO BE USED IN COMMON AREAS ALONG
WALKWAYS AND ALONG LOT PERIMETERS.
ENTRANCE AND MAIL KIOSK PLANTINGS NOTED ON PG. 2
SPECIES SUBSTITUTIONS MAY ONLY BE MADE WITH PRIOR APPROVAL OF THE TOWN AND SUBSTITUTIONS MUST
BE ON THE SOUTHPORT APPROVED TREE LIST AND MEET THE MINIMUM CALIPER SIZE SPEC
○ DENOTES NEW TREE TO BE PLANTED



EXAMPLE OF EXISTING VEGETATION IN STREETSCAPE BUFFER TO REMAIN

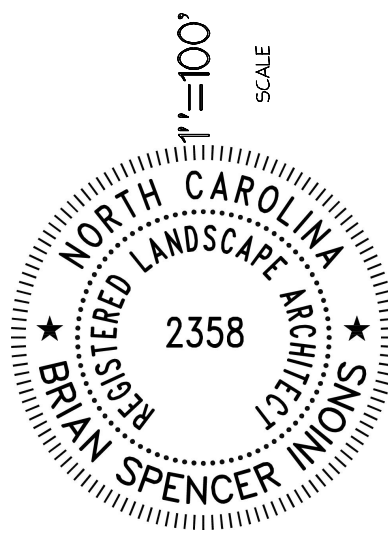


NORTH

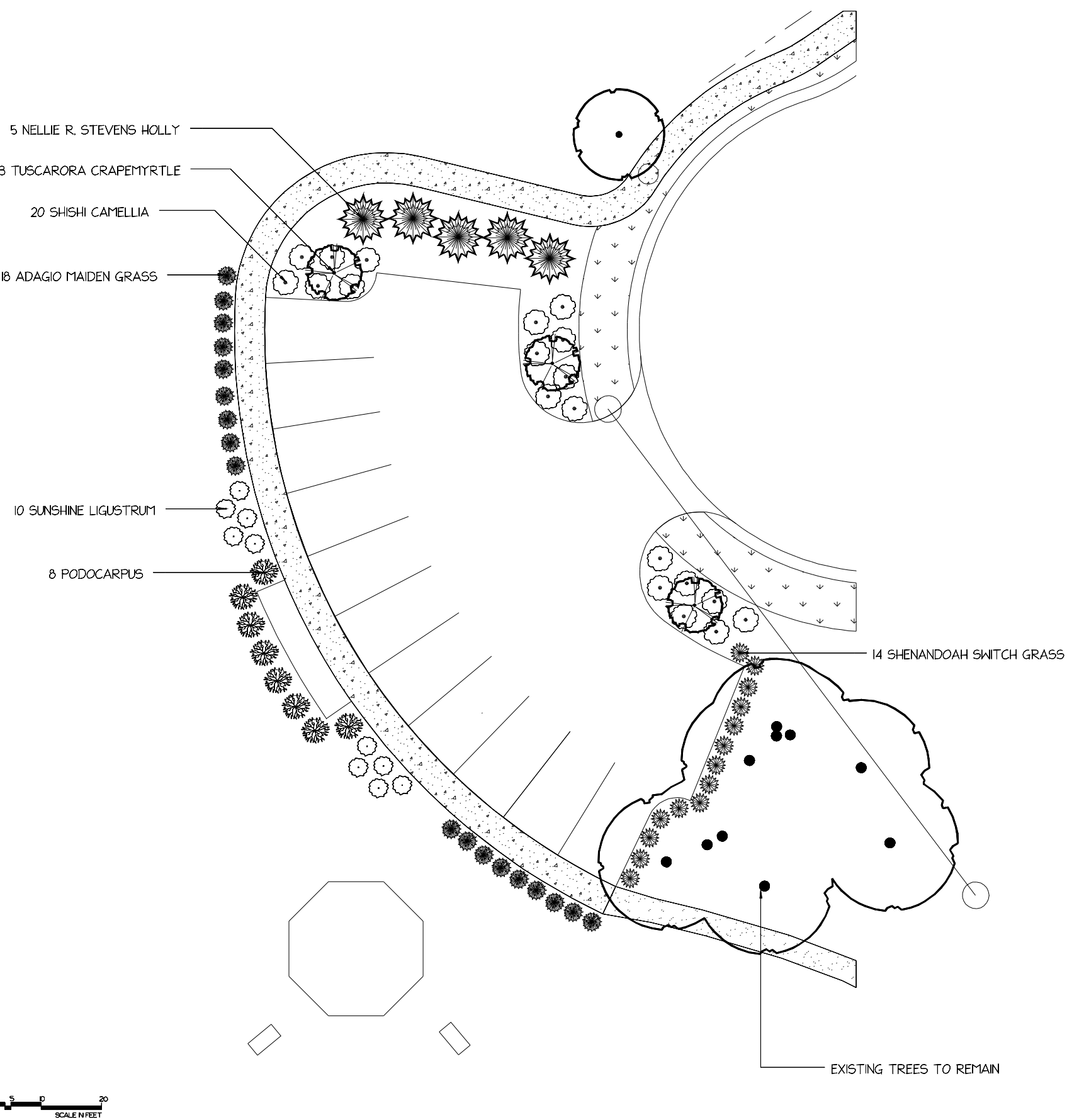
1
DRAWING #

11/3/23
DATE

1"=100'
SCALE



MAILBOX KIOSK PLANTING AREA



MAILBOX AREA PLANTING KEY

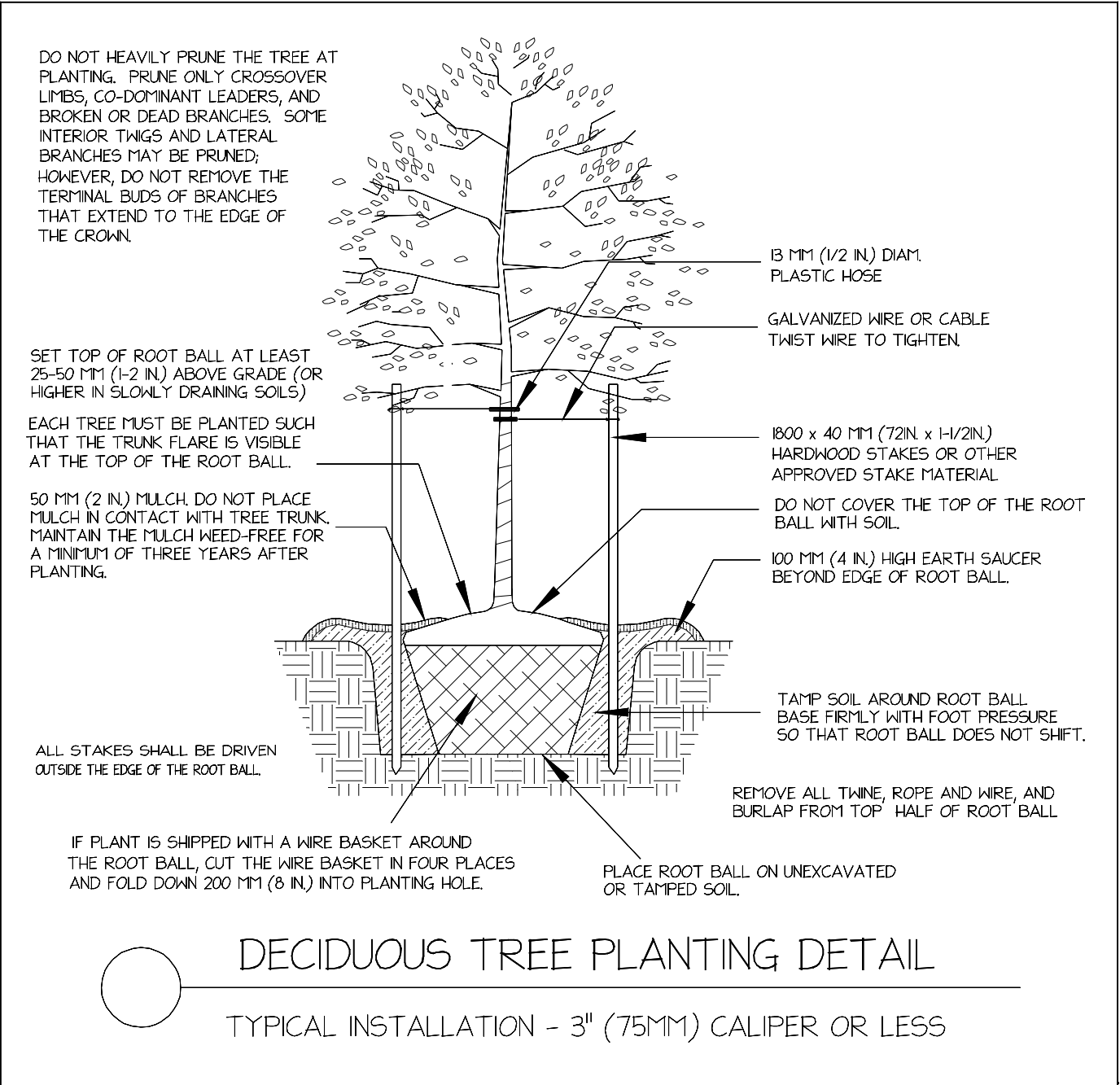
Qty	Botanical Name	Common Name	Size/Condition	Remarks
Trees				
3	Lagerstroemia x 'Tuscarora'	TUSCARORA CRAPEMYRTLE	2.5" Caliper Single Stem	
Shrubs				
20	Camellia sasanqua 'Shi Shi'	SHISHI CAMELLIA	3 Gallon 16" Height	
5	Ilex 'Nellie R. Stevens'	NELLIE R. STEVENS HOLLY	2.5" Caliper	
10	Ligustrum sinense 'Sunshine'	SUNSHINE LIGUSTRUM	3 Gallon 16" Height	
8	Podocarpus macrophyllus	PODOCARPUS	7 Gallon 36" Height	
Ornamental Grasses				
18	Miscanthus sinensis 'Adagio'	ADAGIO MAIDEN GRASS	3 Gallon 12" Height	
14	Panicum virgatum 'Shenandoah'	SHENANDOAH SWITCH GRASS	3 Gallon 12" Height	

FRONT ENTRANCE PLANTING KEY

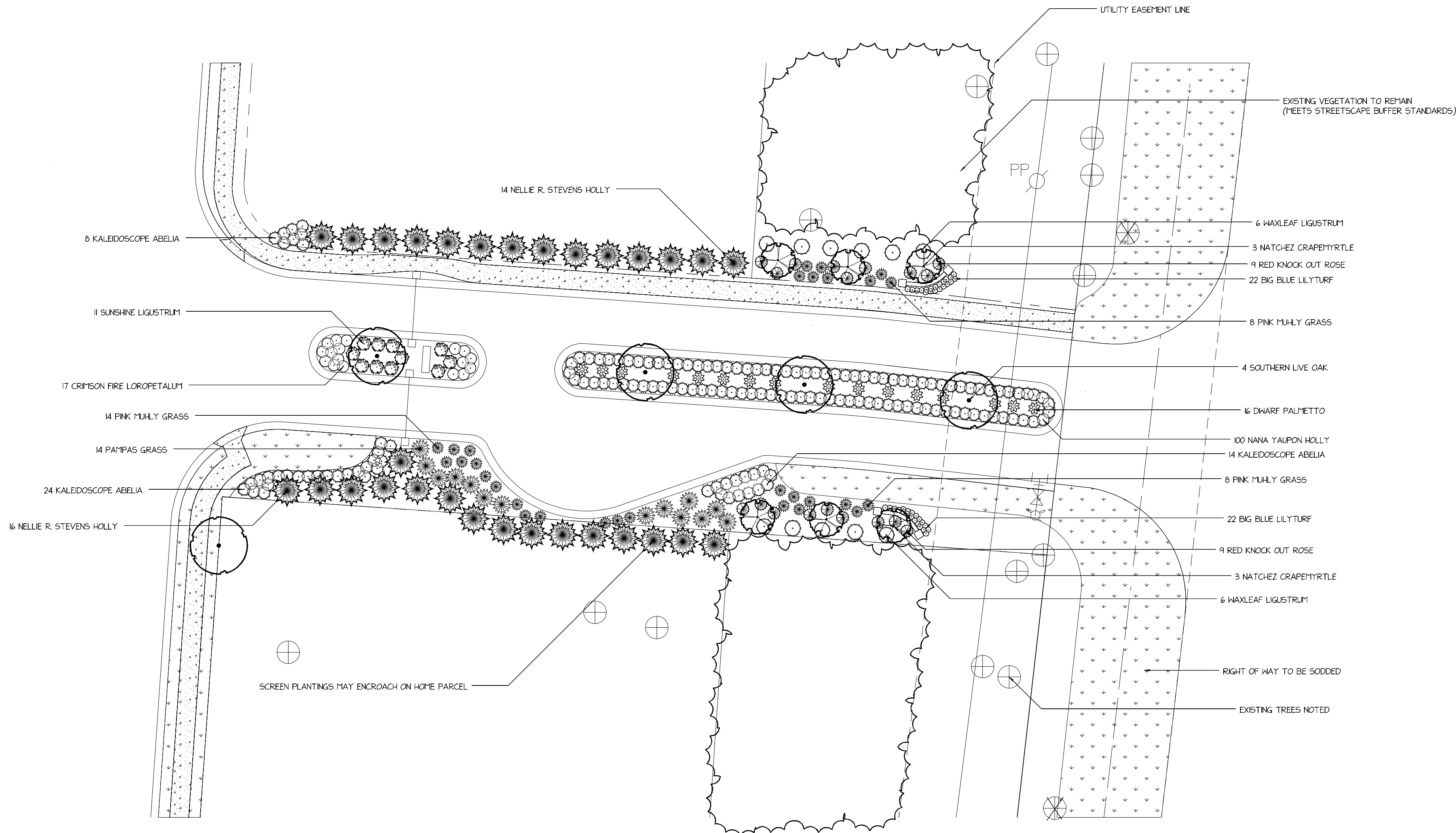
Qty	Botanical Name	Common Name	Size/Condition	Remarks
Trees				
4	Quercus virginiana	SOUTHERN LIVE OAK	7" Caliper 22' Height	
6	Lagerstroemia x 'Natchez'	NATCHEZ CRAPEMYRTLE	2.5" Caliper Single Stem	
Palms				
16	Sabal minor	DWARF PALMETTO	7 Gallon 36" Height	
Shrubs				
46	Abelia x grandiflora 'Kaleidoscope'	KALEIDOSCOPE ABELIA	3 Gallon 16" Height	
30	Ilex 'Nellie R. Stevens'	NELLIE R. STEVENS HOLLY	2.5" Caliper	
100	Ilex vomitoria 'Nana'	NANA YAUPON HOLLY	3 Gallon 12" Height	
12	Ligustrum japonicum	WAXLEAF LIGUSTRUM	15 Gallon 48" Height	
11	Ligustrum sinense 'Sunshine'	SUNSHINE LIGUSTRUM	3 Gallon 16" Height	
17	Loropetalum var. 'Crimson Fire'	CRIMSON FIRE LOROPETALUM	3 Gallon 12" Height	
18	Rosa 'Radrazz Knock Out'	RED KNOCK OUT ROSE	3 Gallon 16" Height	
Ornamental Grasses				
14	Cortaderia selloana	PAMPAS GRASS	3 Gallon 12" Height	
44	Liriope muscari 'Big Blue'	BIG BLUE LILYTURF	3 Gallon 12" Height	
30	Muhlenbergia capillaris	PINK MUHLY GRASS	3 Gallon 12" Height	

GENERAL LANDSCAPE NOTES

TIFWAY 419 BERMUDA SOD TO BE USED IN ALL TURF AREAS
PLANT MATERIAL SHALL MEET OR EXCEED STANDARD NURSERYMANS SPECIFICATIONS
DOWNSIZING OR SUBSTITUTIONS ARE NOT ALLOWED WITHOUT PRIOR APPROVAL
DAMAGED, ROOT BOUND, OR UNHEALTHY APPEARING, NON-SPECIEN MATERIAL SHALL NOT BE ACCEPTED.
THIS PROJECT INCLUDES BUT IS NOT LIMITED TO SITE PREPARATION, FURNISHING OF ALL MATERIAL, LABOR, EQUIPMENT, SOIL AMENDMENTS, ETC REQUIRED FOR COMPLETE LANDSCAPE INSTALLATION.
ALL UTILITIES SHALL BE LOCATED BY CONTRACTOR PRIOR TO CONSTRUCTION
IRRIGATION PROPOSAL SHALL BE PROVIDED BY THE CONTRACTOR AND DESIGNED BY A CERTIFIED IRRIGATION DESIGNER. ALL PLANT MATERIAL SHALL BE DRIP IRRIGATION AND SOD AREAS SPRAY IRRIGATED.
PLANTED AREAS AND DISTURBED NATURAL AREAS SHALL RECEIVE A 3" MINIMUM LAYER OF BROWN HARDWOOD MULCH. DEBRIS SHALL BE REMOVED FROM ALL NATURAL AREAS, WEEDS SHALL BE ERADICATED AND REMOVED FROM ALL NATURAL AREAS. DAMAGED AND DEAD TREE LIMBS SHALL BE REMOVED FROM ALL EXISTING TREES.
EQUIPMENT ACTIVITY, FILL OR ANY DISTURBANCE IN EXISTING TREE ROOTZONE AREAS SHALL BE AVOIDED WHENEVER POSSIBLE.
THIS PLANTING PLAN ILLUSTRATES THE OVERALL DESIGN INTENT BUT MAY REQUIRE PLACEMENT ADJUSTMENTS.
PLANTING PROCEDURES SHALL MEET OR EXCEED THE HIGHEST HORTICULTURAL PRACTICES IN THE LANDSCAPE INDUSTRY. CONTRACTOR IS RESPONSIBLE FOR ASSURING ALL REQUIRED PERMITS, IF ANY ARE IN PLACE PRIOR TO COMMENCING WORK.
THIS PLAN WAS DESIGNED WITH UTMOST CONSIDERATION TO MINIMIZE MAINTENANCE BUT REGULAR MAINTENANCE WILL BE REQUIRED TO PRESERVE THE APPEARANCE AND TO PROMOTE THE PROPER GROWTH OF THE PLANT MATERIAL. THE SCHEDULED MAINTENANCE SHOULD BE PERFORMED BY EXPERIENCED AND KNOWLEDGEABLE LANDSCAPE GARDENERS.



FRONT ENTRANCE MONUMENT/PLANTING



ENTRANCE MONUMENT CONCEPTS
(FINAL MATERIAL/DESIGN TO BE APPROVED BY TOWN OF SOUTHPORT)



PLANTING DETAILS FOR:

TURTLE BAY NEIGHBORHOOD

SOUTHPORT
NORTH CAROLINA

1

DRAWING #

11/3/23

DATE

1"=100'

SCALE



L-2

Turtle Bay at Southport

Southport, NC

PREPARED FOR: Turtle Bay at Southport, LLC

January 2, 2024

PROJECT # 220222



TRANSPORTATION IMPACT ANALYSIS

Celebrating
20
YEARS



DAVENPORT



Transportation Impact Analysis

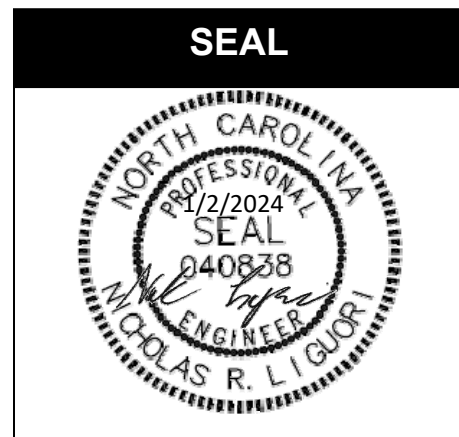
Turtle Bay at Southport Southport, NC

Prepared for
Turtle Bay at Southport, LLC

January 2, 2024

Analysis and Graphics by: Sheheryar Shafique

Reviewed and Sealed by: Nick Liguori, PE



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EXECUTIVE SUMMARY

The Turtle Bay at Southport proposed development is located on the west side of NC 87 to the north of Rob Gandy Blvd in Southport, NC. It is planned to consist of 100 single family homes. One (1) full movement access point on NC 87 (River Road) is proposed for this development. The Site Access is located approximately 1,300 feet north of Rob Gandy Boulevard. The expected build-out year for the development is 2026. Information regarding the property was provided by Turtle Bay at Southport, LLC.

DAVENPORT was retained to determine the potential traffic impacts of this development and to identify transportation improvements that may be required to accommodate the impacts of the new development traffic.

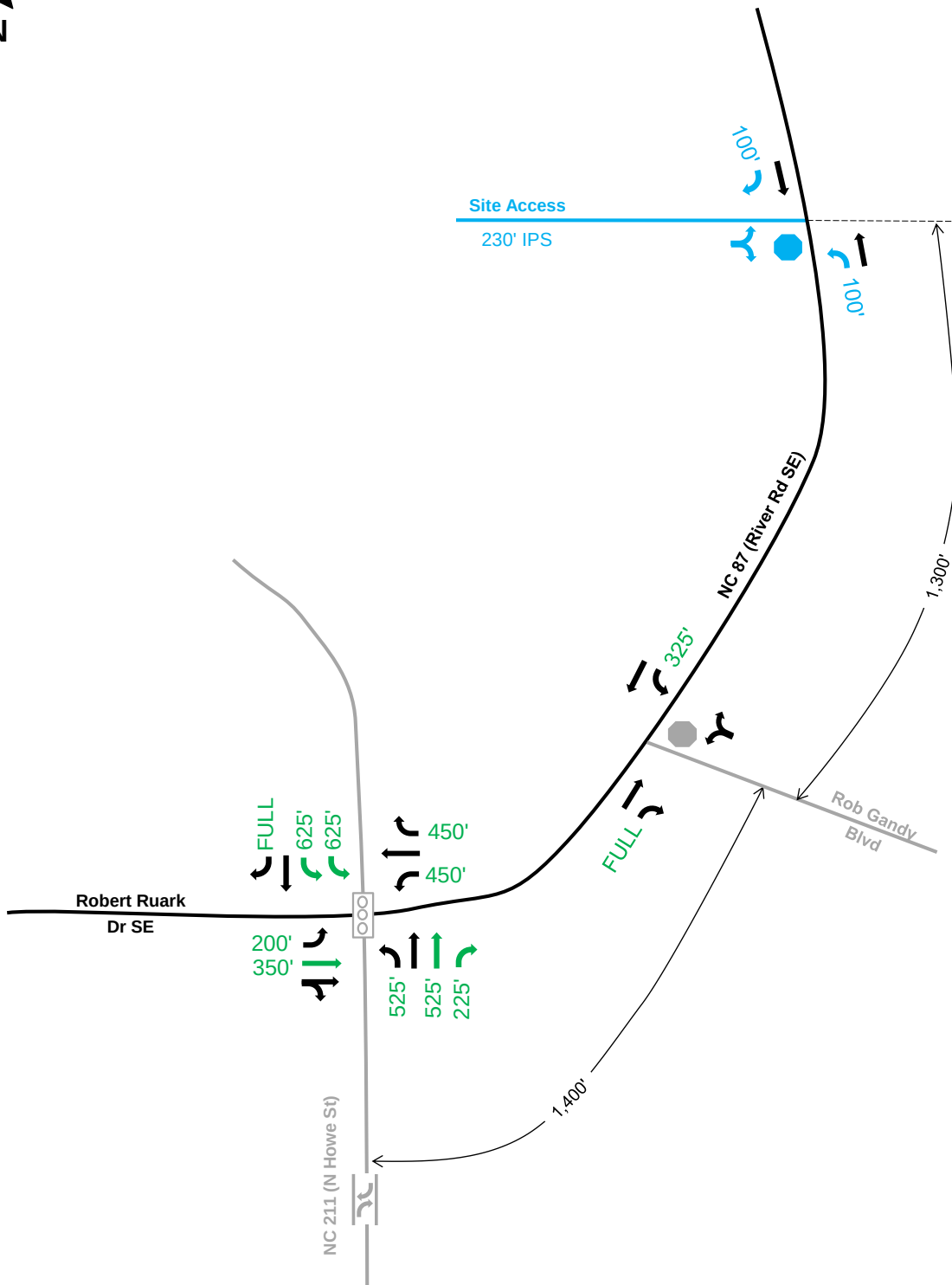
The Transportation Impact Analysis (TIA) was performed based on the scope agreed upon with the City of Southport and North Carolina Department of Transportation (NCDOT). This site has a trip generation potential of 1,009 daily trips, 74 trips in the AM peak hour, and 99 trips in the PM peak hour.

In conclusion, this study has determined the potential traffic impacts of this development. At the site access, a northbound left turn lane with 100 feet of storage and appropriate deceleration/taper and a southbound right turn lane with 100 feet of storage and appropriate deceleration/taper is recommended. With the recommended improvements in place, the anticipated transportation impacts of the proposed development can be accommodated. The recommendations summarized in Figure A and in Table A should be constructed to comply with applicable NCDOT *Policy on Street and Driveway Access to North Carolina Highways* and local standards.

Table A – Summary of Recommended Improvements	
INTERSECTION	RECOMMENDATIONS
NC 87 (River Road) at Site Access	- Construct a southbound right turn lane on NC 87 (River Road) with 100 feet of storage and appropriate deceleration and taper. - Construct a northbound left turn lane on NC 87 (River Road) with 100 feet of storage and appropriate deceleration and taper. - Construct the driveway according to applicable NCDOT standards and with adequate sight distance.



LEGEND	
	SIGNAL
	STOP
	ROADWAY
	TRAFFIC MOVEMENT
BLACK = EXISTING GRAY = UNANALYZED GREEN = COMMITTED BLUE = PROPOSED	
IPS = INTERNAL PROTECTED STEM	



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FIGURE A RECOMMENDED IMPROVEMENTS

TURTLE BAY AT SOUTHPORT
SOUTHPORT, NC

PROJECT NUMBER 220222



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1.0 Introduction

The Turtle Bay at Southport proposed development is located on the west side of NC 87 to the north of Rob Gandy Blvd in Southport, NC. It is planned to consist of 100 single family homes. One (1) full movement access point on NC 87 (River Road) is proposed for this development. The site access is located approximately 1,300 feet north of Rob Gandy Boulevard. The expected build-out year for the development is 2026. Information regarding the property was provided by Turtle Bay at Southport, LLC.

A conceptual site plan is shown in Figure 1, and a site location map and a vicinity map are provided in Figures 2A and 2B, respectively.

DAVENPORT was retained to determine the potential traffic impacts of this development and to identify transportation improvements that may be required to accommodate the impacts of the new development traffic. The following intersections are included in the study:

1. NC 87 (River Road) and Site Access (unsignalized)

The signalized intersection of US 211 (North Howe Street) at NC 87 (River Road Southeast) and the unsignalized intersection of NC 87 (River Road) at Rob Gandy Boulevard were included in synchro models to account for signal platooning effects and volume balancing purposes. The study intersections were analyzed during the AM and PM peaks for the following conditions:

- 2026 Future Build Conditions
- 2026 Future Build Conditions + Improvements

The Transportation Impact Analysis (TIA) was performed based on the scope agreed upon with the City of Southport and North Carolina Department of Transportation (NCDOT). It was conducted according to the standards and best practices of the transportation engineering profession.

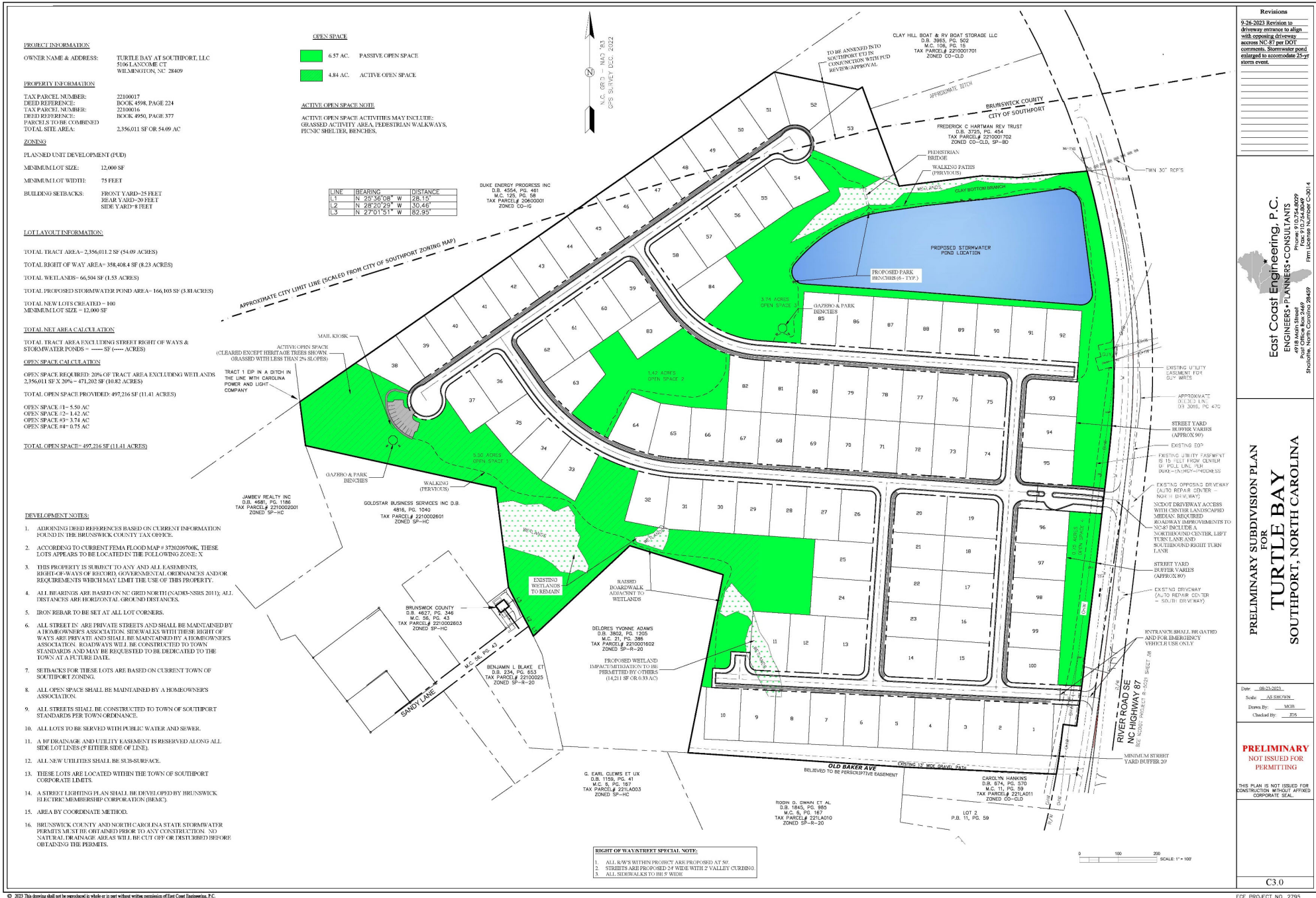
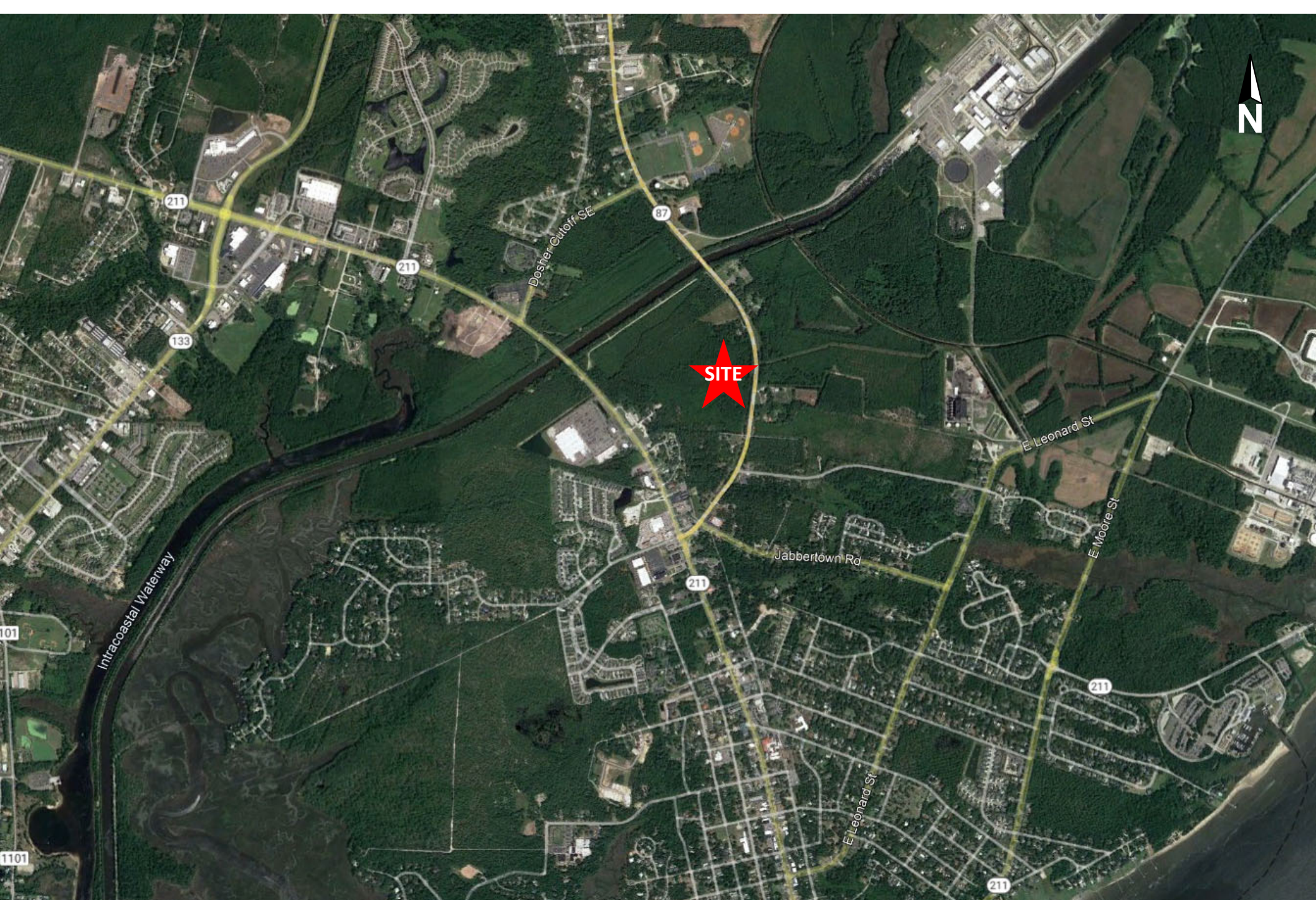
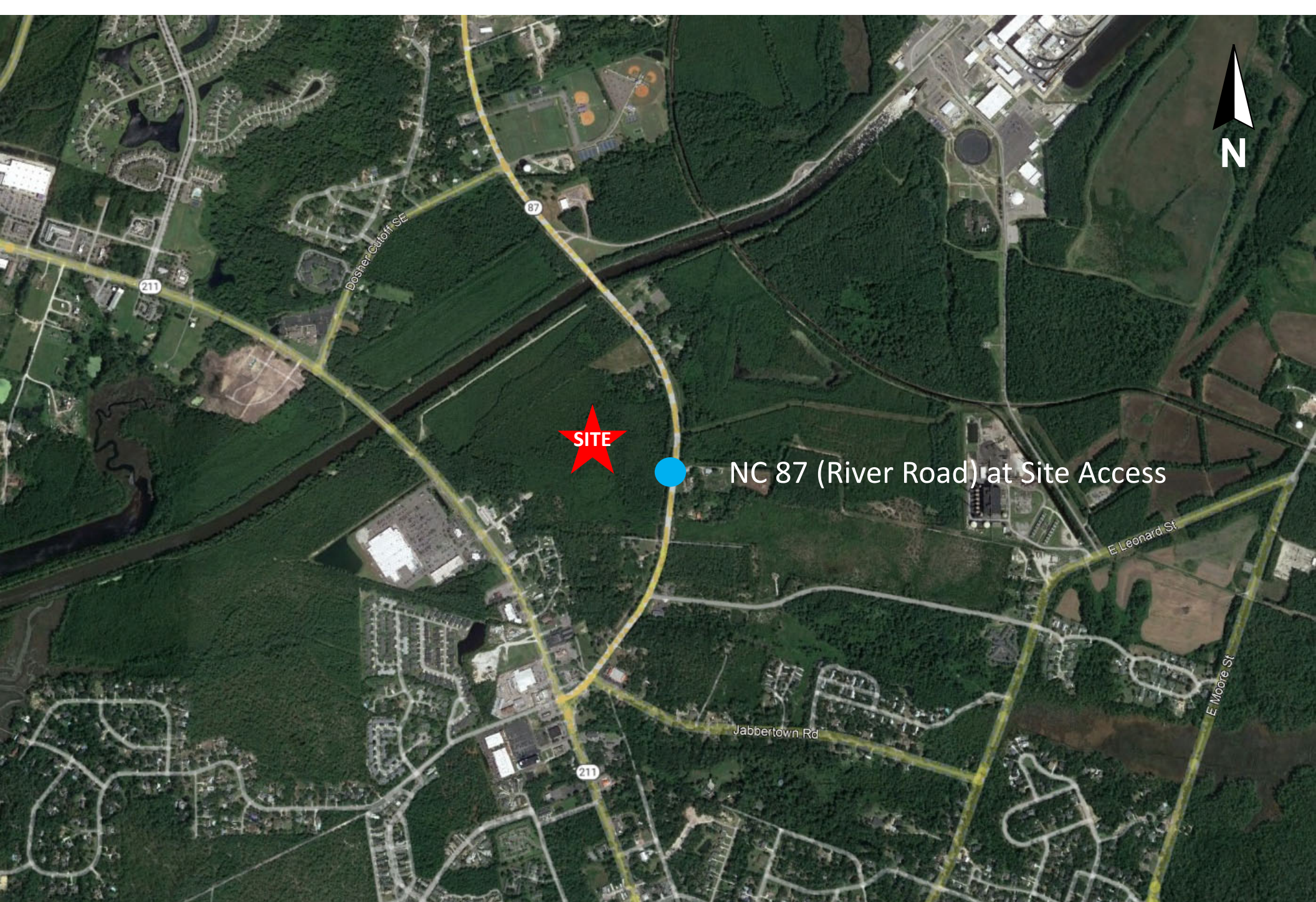


FIGURE 1
SITE PLAN

Turtle Bay at Southport
Project Number 220222





2.0 Existing Conditions

2.1 Inventory

Table 2.1 presents a summary of the study area roadway conditions. Figure 3 shows the existing lane geometry.

Table 2.1 - Street Inventory						
Facility Name	Route #	AADT (vpd)	Typical Cross Section	Pavement Width	Speed Limit (MPH)	Maintained By
River Road	NC 87	6,800*	2-lane undivided	12-foot lanes	45	NCDOT

*Based on NCDOT 2021 Data

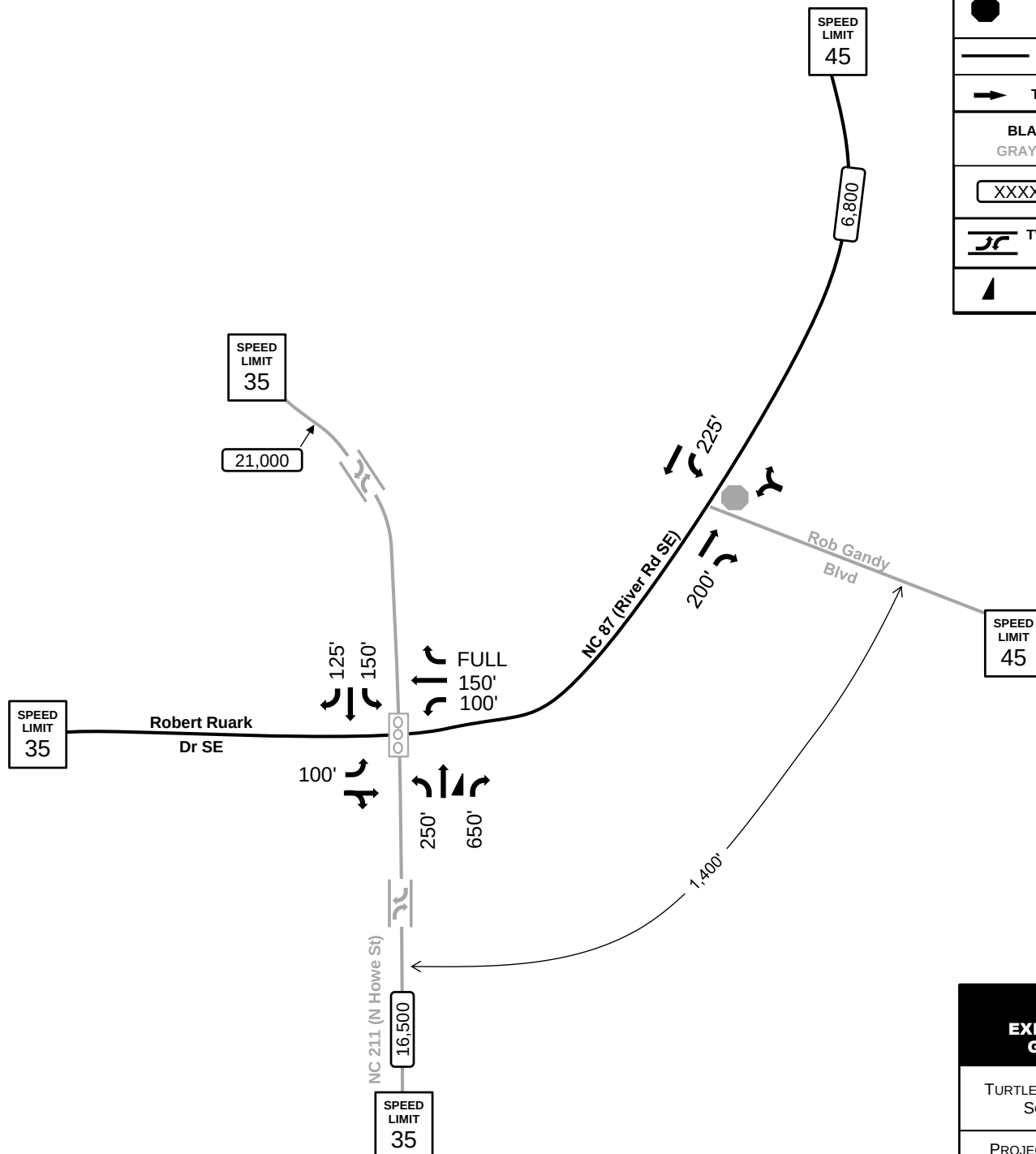
2.2 Existing Traffic Volumes

Turning movement counts for this project were collected by Burns Services, Incorporated when schools were in session. Table 2.2 contains the location, dates, and times these counts were conducted. As noted previously, Rob Gandy Boulevard was not included in the analysis, but counts were collected at this location to establish through volumes on NC 87 (River Road) in front of the site access. An annual growth rate of one percent (1%) was applied to the 2022 counts to grow the turning movement counts to 2023 conditions. The 2023 existing AM and PM peak hour volumes are shown in Figure 4. Traffic count data are provided in the Appendix.

Table 2.2 - Traffic Volume Data		
Count Location	Date Taken	Hours
NC 87 (River Road) at Rob Gandy Boulevard (unsignalized)	Tuesday, May 10, 2022	7-9 AM, 4-6 PM
NC 211 (North Howe Street) at NC 87 (River Road) (signalized)	Thursday, January 13, 2022	7-9 AM, 4-6 PM



LEGEND	
	SIGNAL
	STOP
	ROADWAY
	TRAFFIC MOVEMENT
BLACK = EXISTING GRAY = UNANALYZED	
	2021 AADT VOLUMES
	TWO-WAY LEFT-TURN LANE
	RIGHT-OUT



**FIGURE 3
EXISTING LANE
GEOMETRY**

TURTLE BAY AT SOUTHPORT
SOUTHPORT, NC

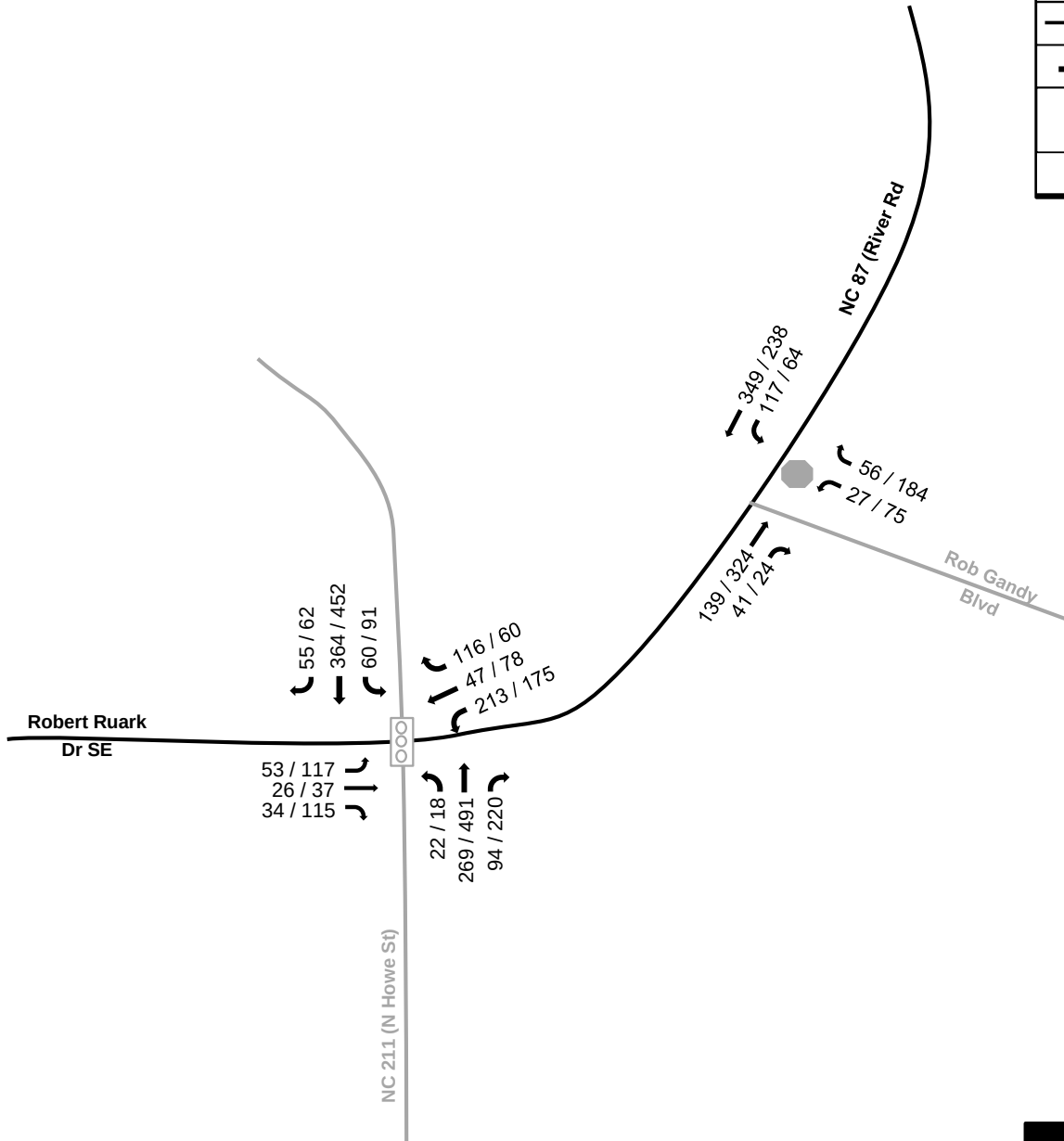
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LEGEND	
	SIGNAL
	STOP
	ROADWAY
	TRAFFIC MOVEMENT
BLACK = EXISTING GRAY = UNANALYZED	
AM / PM PEAKS	



*** NOT TO SCALE ***

** A minimum of 4 vehicles per hour is analyzed for each movement per NCDOT Congestion Management Guidelines.

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FIGURE 4 2023 EXISTING TRAFFIC VOLUMES

TURTLE BAY AT SOUTHPORT
SOUTHPORT, NC

PROJECT NUMBER 220222



3.0 Approved Development and Committed Improvements

3.1 *Approved Developments*

Approved developments are developments that have been recently approved in the area but are not yet constructed. Per the approved scoping document, there are two (2) approved developments to consider for this study site.

- **Southport Mixed-Use:** To be located in the southwest quadrant of the intersection of NC 87 (River Road) and SR 1621 (Doshier Cutoff) in Brunswick County. The proposed development is expected to consist of an approximately 50,000 sq. ft. self-storage warehouse, 264 apartments, a 4,000 sq. ft. fast-food restaurant with drive-thru, and a 5,000 sq. ft. super convenience market with gas station. A TIA was completed for this project in October 2022. Future traffic associated with the site was incorporated into the future condition analysis based on the TIA since the site is not yet built out.
- **48 Townhomes at Rob Gandy Boulevard:** To be located on Rob Gandy Boulevard east of the intersection of NC 87 (River Road) and Rob Gandy Boulevard. The site is planned to consist of 48 townhomes. No TIA was performed for this site. ITE Trip Generation Manual 11th Edition was used to determine the future traffic generated by the site and trips were routed based on existing patterns and engineering judgment. Future traffic associated with the site was incorporated into the future condition analysis.

Relevant information pertaining to approved developments is provided in the Appendix.

3.2 *Committed Improvements*

Committed improvements are improvements that are planned by NCDOT, City of Southport or that are associated with a prior approved development in the area but are not yet constructed. Per the approved scoping document, there is one (1) committed improvement that is included in the study.

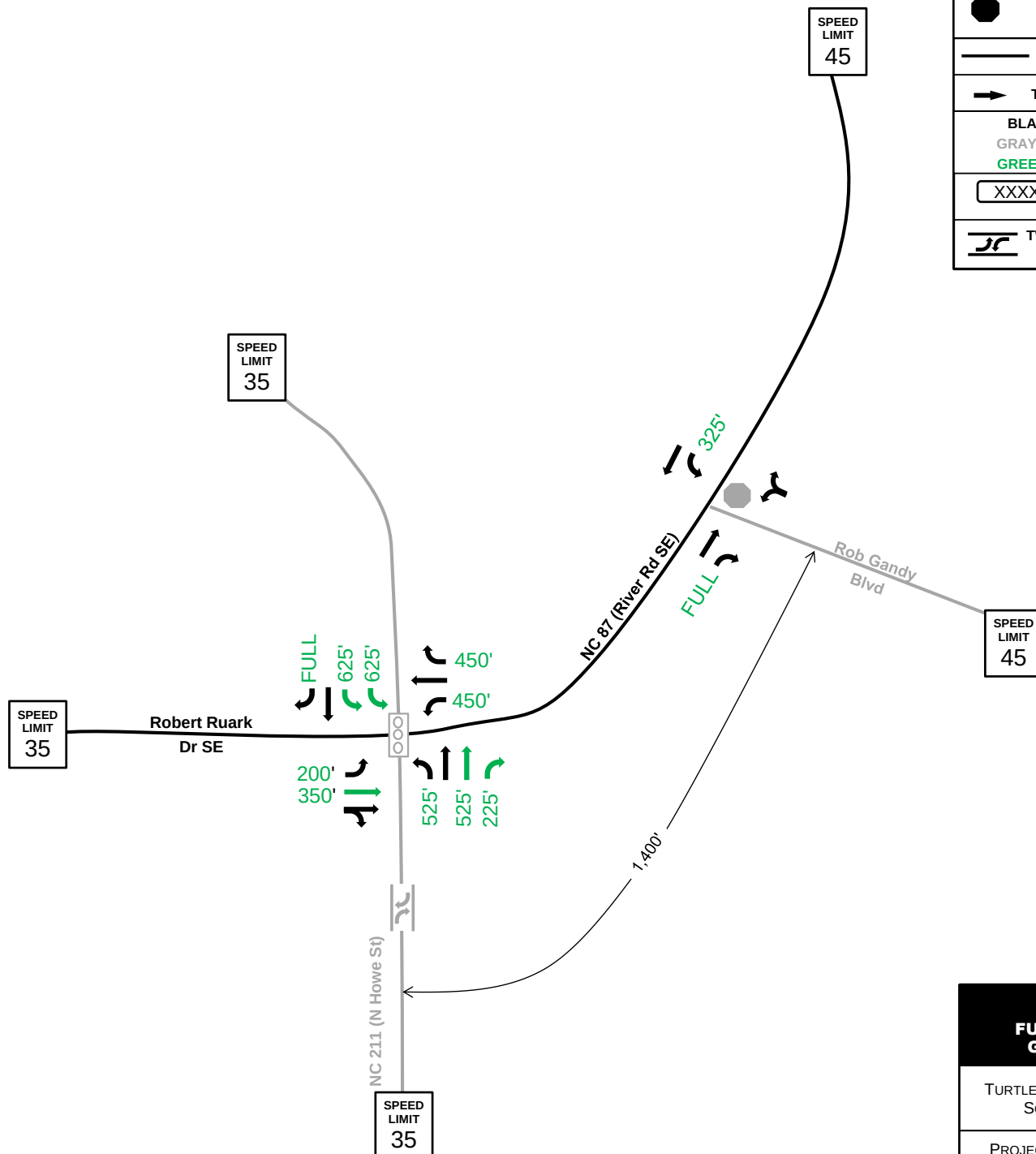
- **STIP Project R-5021: NC 211(North Howe Street) Widening from west of NC 906 (Midway Road) to East of NC 87 (River Road):**

This improvement is a North Carolina Department of Transportation (NCDOT) project. It is to be done on NC 211(North Howe Street) between SR 1500 (Midway Road) and NC 87 (River Road). The improvement project is planned to widen NC 211 from a two (2) lane undivided to a four (4) lane divided facility to improve traffic flow, driver safety and traffic capacity. This improvement is also planned to add a northbound thru traffic lane on NC 87 (River Road) between SR 1526 (Jabbertown Road) and SR 1620 (Rob Gandy Boulevard) along with a dedicated right turn lane for southbound traffic at the intersection of NC 211 (North Howe Street) and NC 87 (River Road). The improvement project has been incorporated into the analysis for future conditions.

Figure 5 represents the future lane geometry. Relevant information regarding the improvement project is provided in the Appendix.



LEGEND	
	SIGNAL
	STOP
	ROADWAY
	TRAFFIC MOVEMENT
BLACK = EXISTING GRAY = UNANALYZED GREEN = COMMITTED	
	2021 AADT VOLUMES
	TWO-WAY LEFT-TURN LANE



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FIGURE 5 FUTURE LANE GEOMETRY

TURTLE BAY AT SOUTHPORT
SOUTHPORT, NC

PROJECT NUMBER 220222



4.0 Methodology

4.1 Base Assumptions and Standards

In general, the analysis for this project was conducted utilizing commonly accepted NCDOT standards. Table 4.1 contains a summary of the base assumptions.

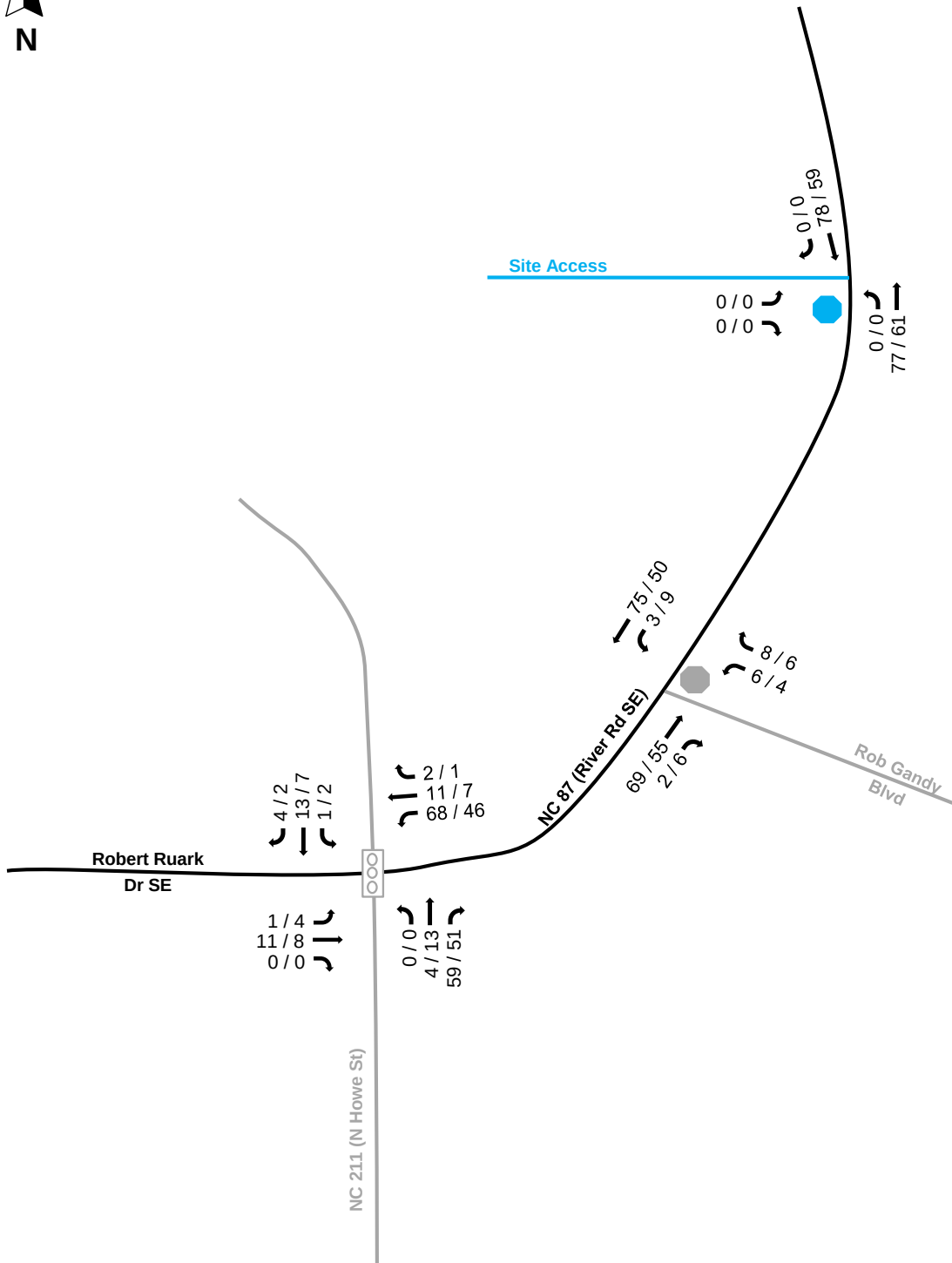
Table 4.1 - Assumptions	
Annual Growth Rate	1%, based on approved scope
Analysis Software	Synchro/SimTraffic Version 11.0
Lane Widths	12 feet
Peak Hour Factor	0.90
Truck Percentage	2%

4.2 Future No Build Volumes

The 2026 future no build traffic volumes were computed by applying a one percent (1%) compounded annual growth rate to the 2023 existing traffic volumes and adding approved development trips. Figure 6 shows approved development trips and Figure 7 shows 2026 future no build traffic volumes for AM and PM peaks.



LEGEND	
	SIGNAL
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	ROADWAY
	TRAFFIC MOVEMENT
BLACK = EXISTING GRAY = UNANALYZED BLUE = PROPOSED	
AM / PM PEAKS	



*** NOT TO SCALE ***

** A minimum of 4 vehicles per hour is analyzed for each movement per NCDOT Congestion Management Guidelines.

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FIGURE 6 APPROVED DEVELOPMENTS TRIPS

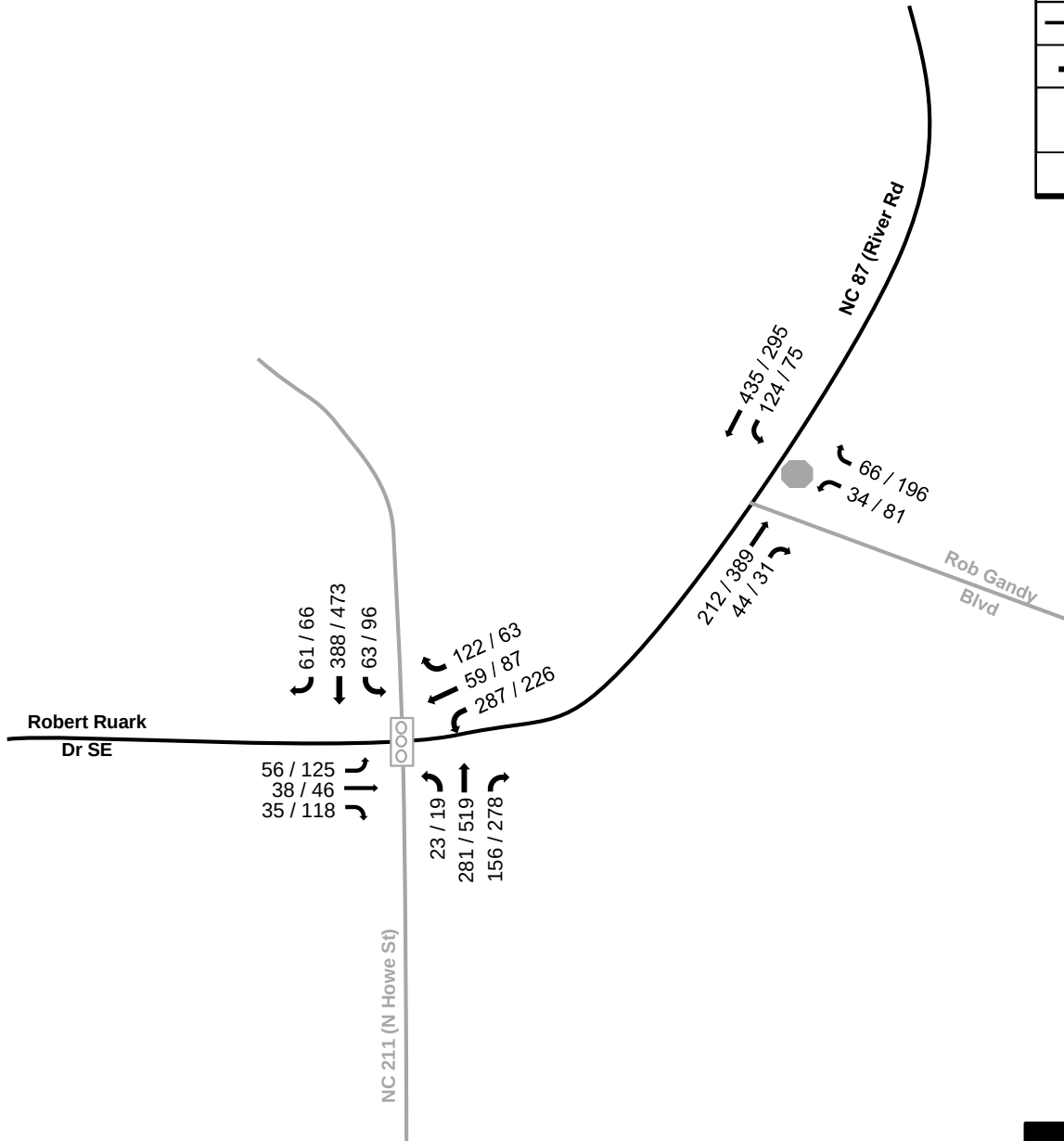
TURTLE BAY AT SOUTHPORT
SOUTHPORT, NC

PROJECT NUMBER 220222





LEGEND	
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	STOP
	ROADWAY
	TRAFFIC MOVEMENT
BLACK = EXISTING GRAY = UNANALYZED	
AM / PM PEAKS	



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FIGURE 7 2026 FUTURE NO BUILD VOLUMES

TRUTLE BAY AT SOUTHPORT
SOUTHPORT, NC

PROJECT NUMBER 220222



4.3 Trip Generation

The proposed development is planned to include 100 single family homes. The trip generation potential of this site was projected based on the 11th Edition of the Institute of Transportation Engineers (ITE) *Trip Generation Manual* and guidance from NCDOT Congestion Management on the selection of appropriate variables. Table 4.2 presents the results.

Table 4.2 - ITE 11th Edition Trip Generation											
Average Weekday Driveway Volumes					24-Hour	AM Peak Hour			PM Peak Hour		
					Two-Way						
Land Use	ITE Land Use Code	Size		Data Source	Volume	Enter	Exit	Total	Enter	Exit	Total
Single-Family Detached Housing	210	100	Dwelling Units	Adjacent-Equation	1,009	19	55	74	63	36	99
Total Site Trips					1,009	19	55	74	63	36	99

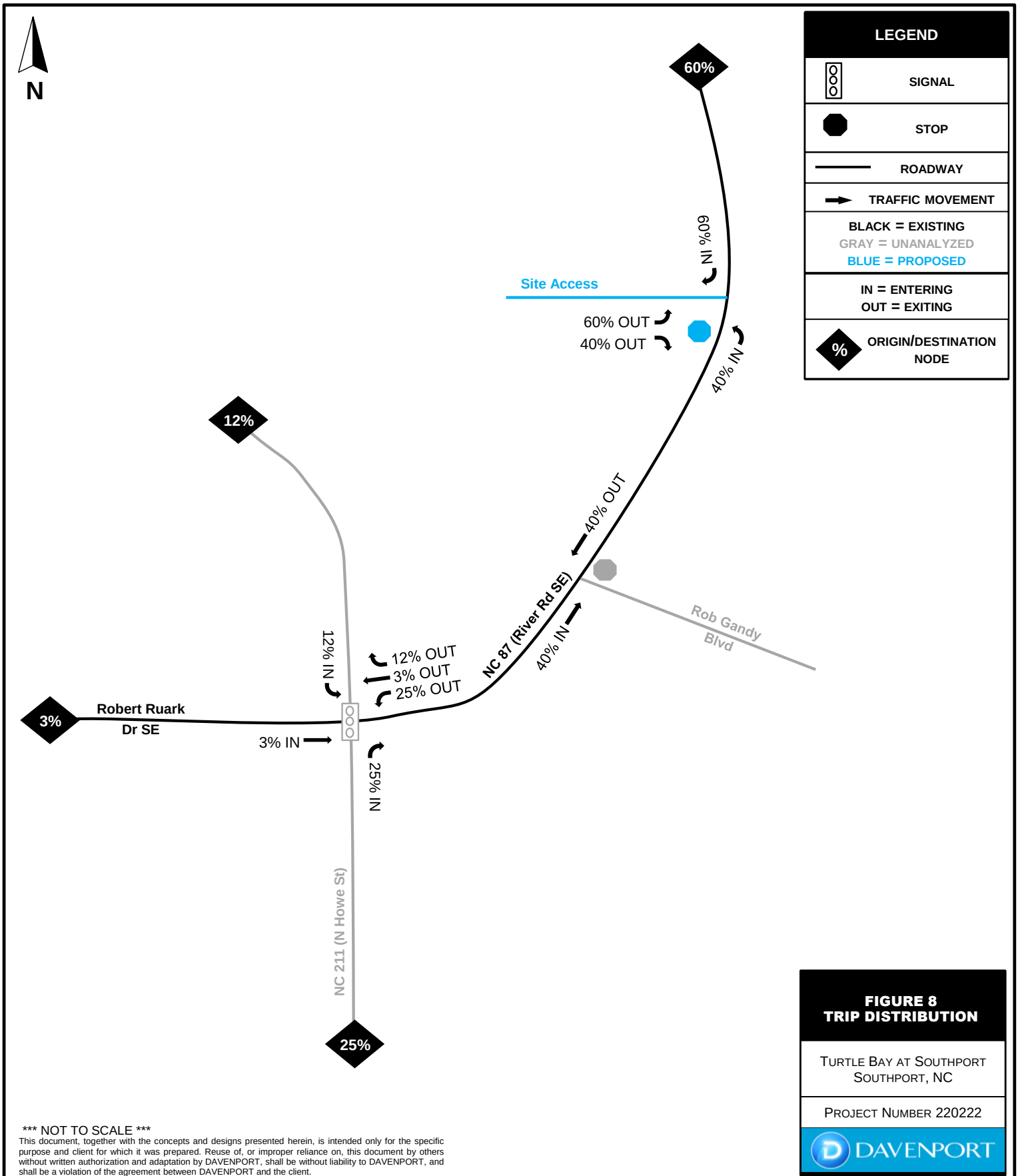
4.4 Trip Distribution and Assignment

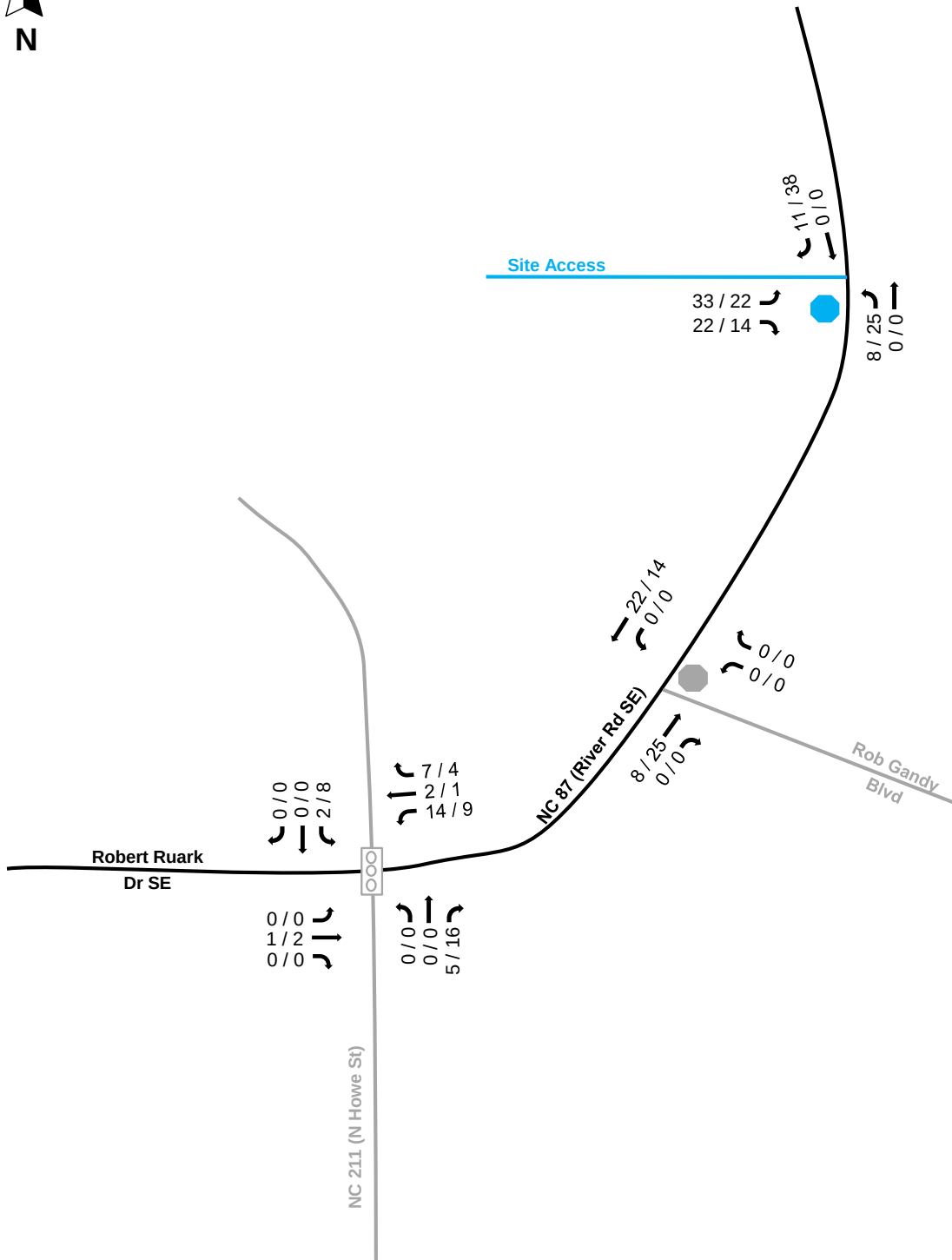
Site trips for this proposed development were distributed based on the existing traffic patterns and engineering judgment. The trip distribution model is shown in Figure 8. The directional distribution for new site trips is:

- 60% to/from the north on NC 87 (River Road)
- 25% to/from the south on NC 211 (North Howe Street)
- 12% to/from the west on NC 211 (North Howe Street)
- 3% to/from the west on Robert Ruark Drive

4.5 Future Build Volumes

Site trip volumes were added to the future no build volumes to compute the 2026 Future Build volumes. Site trips are shown in Figure 9 and Future Build volumes are shown in Figure 10.





LEGEND	
	SIGNAL
	STOP
	ROADWAY
	TRAFFIC MOVEMENT
BLACK = EXISTING GRAY = UNANALYZED BLUE = PROPOSED	
AM / PM PEAKS	

*** NOT TO SCALE ***

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FIGURE 9 SITE TRIPS

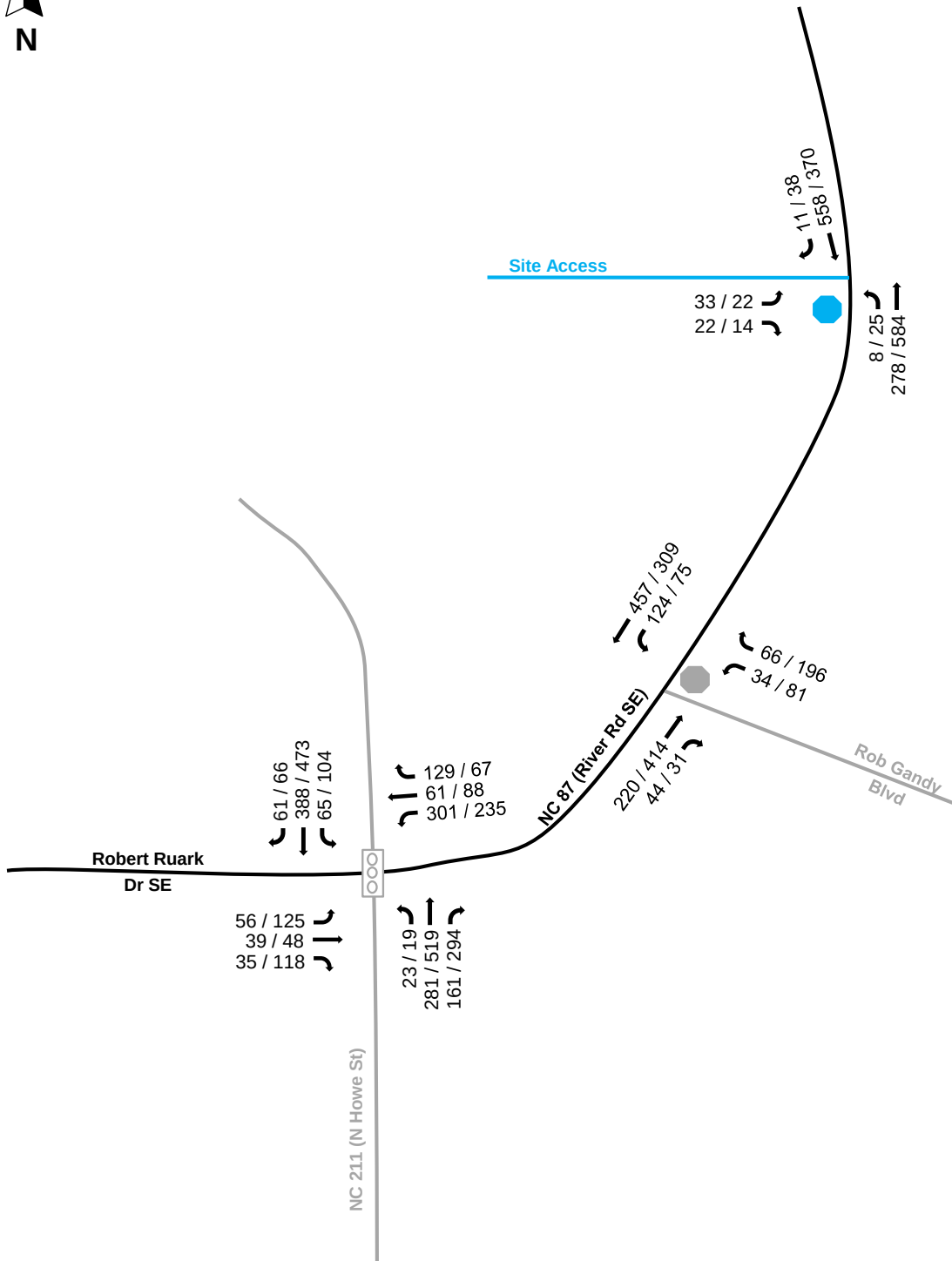
TURTLE BAY AT SOUTHPORT
SOUTHPORT, NC

PROJECT NUMBER 220222





LEGEND	
	SIGNAL
	STOP
	ROADWAY
	TRAFFIC MOVEMENT
BLACK = EXISTING GRAY = UNANALYZED BLUE = PROPOSED	
AM / PM PEAKS	



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FIGURE 10 2026 FUTURE BUILD VOLUMES

TURTLE BAY AT SOUTHPORT
SOUTHPORT, NC

PROJECT NUMBER 220222



5.0 Capacity Analysis

5.1 Level of Service Evaluation Criteria

The Transportation Research Board's *Highway Capacity Manual* (HCM) utilizes a term "level of service" (LOS) to measure how traffic operates in intersections and on roadway segments. There are six levels of service ranging from A to F as shown in Table 5.1. Level of service "A" represents low-volume traffic operations and level of service "F" represents high-volume, oversaturated traffic operations. Synchro traffic modeling software is used to determine the LOS and delay for study intersections. Synchro analysis worksheet reports are provided in the Appendix.

Table 5.1 – Highway Capacity Manual			
Levels of Service and Control Delay Criteria			
Signalized Intersection		Unsignalized Intersection	
Level of Service	Control Delay Per vehicle (seconds)	Level of Service	Delay Range (seconds)
A	≤ 10	A	≤ 10
B	> 10 and ≤ 20	B	> 10 and ≤ 15
C	> 20 and ≤ 35	C	> 15 and ≤ 25
D	> 35 and ≤ 55	D	> 25 and ≤ 35
E	> 55 and ≤ 80	E	> 35 and ≤ 50
F	> 80	F	> 50

5.2 Queueing Evaluation

A queueing analysis was performed using Synchro and SimTraffic simulation, based on a minimum 10-minute seeding, a 60-minute recording period, and 10 runs. The maximum SimTraffic queues and 95th-percentile Synchro queues are provided, along with the turn lane lengths. Synchro and SimTraffic queue reports are provided in the Appendix.

5.3 Level of Service and Queueing Results

The results of the capacity and queue analyses are discussed by intersection in the following paragraphs. The LOS, delay, and queue results are summarized in Tables 5.2 and 5.3.

NC 87 (River Road) at Site Access (unsignalized)

Under the future build condition, the intersection is expected to operate at an LOS C during the AM peak hours and PM peak hours. The need for left and right turn lanes was reviewed based on the turn lane warrant nomograph from page 80 of the NCDOT *Policy on Street and Driveway Access to North Carolina Highways*. The turn lane warrant nomograph is provided in the Appendix. The results are marginally below the thresholds for turn lanes being warranted. However, the posted speed limit on NC 87 (River Road) is 45 mph and actual travel speeds are expected to be higher than 45 mph due to the rural location of the roadway. Therefore, to ensure safety of the vehicles turning onto the site access and to provide for long-term transportation needs, the following improvements are recommended:

- Provide a southbound right turn lane on NC 87 (River Road) with 100 feet of storage and appropriate deceleration and taper.
- Provide a northbound left turn lane on NC 87 (River Road) with 100 feet of storage and appropriate deceleration and taper.
- Design site access according to applicable NCDOT standards and with adequate sight distance.

Sight distance requirements are taken from page 29 of the *Policy on Street and Driveway Access to North Carolina Highways*. Based on a design speed of 50 mph (posted speed plus 5), the required sight distance is 500 feet looking left and 550 feet looking right from the site access. The site access should be designed to provide required sight distance, free from obstructions along the lines of sight.

Table 5.2 - LOS and Queueing NC 87 (River Road) at Site Access (unsignalized)						
Scenario	*LOS of Worst Approach	Eastbound	Northbound		Southbound	
AM Peak Hour						
2026 Future Build	C (17.9) EB Approach	LR	L	T	T	R
		C (17.9)	A (8.8)	A (0.0)	A (0.0)	A (0.0)
		C (17.9)	A (0.2)		A (0.0)	
	Available Storage (ft)	FULL	FULL		FULL	
	95th% Queue (ft)	15	0		0	
	Max Queue (ft)	60	37		0	
2026 Future Build with improvement	C (17.7) EB Approach	LR	L	T	T	R
		C (17.7)	A (8.8)	A (0.0)	A (0.0)	A (0.0)
		C (17.7)	A (0.2)		A (0.0)	
	Available Storage (ft)	FULL	100	FULL	FULL	100
	95th% Queue (ft)	15	0	0	0	0
	Max Queue (ft)	60	28	0	0	0

Table 5.2 (Continued) - LOS and Queueing NC 87 (River Road) at Site Access (unsignalized)						
Scenario	*LOS of Worst Approach	Eastbound	Northbound		Southbound	
		PM Peak Hour				
2026 Future Build	C (19.6) EB Approach	LR	L	T	T	R
		C (19.6)	A (8.3)	A (0.0)	A (0.0)	A (0.0)
		C (19.6)	A (0.2)		A (0.0)	
	Available Storage (ft)	FULL	FULL		FULL	
	95th% Queue (ft)	13	3		0	
	Max Queue (ft)	44	92		0	
2026 Future Build with improvement	C (18.8) EB Approach	LR	L	T	T	R
		C (18.8)	A (8.3)	A (0.0)	A (0.0)	A (0.0)
		C (18.8)	A (0.3)		A (0.0)	
	Available Storage (ft)	FULL	100	FULL	FULL	100
	95th% Queue (ft)	13	3	0	0	0
	Max Queue (ft)	44	39	0	0	0

*Represents the LOS and delay for the worst unsignalized approach or the overall signalized intersection.
 HCM 95th-percentile queue converted from vehicles to feet; assumes 1 vehicle = 25 feet.

6.0 Internal Protected Stem

The NCDOT *Policy on Street and Driveway Access to North Carolina Highways*, or the Driveway Manual, states that the length of the internal protected stem (IPS) will be determined from the maximum vehicle storage required as measured from the right-of-way line to the nearest conflict point with a minimum recommendation of 100 feet.

Table 6 summarizes the maximum storage recorded in the analysis as compared to the estimated IPS based on the site plan. Internal protected stem for the site access exceeds 100 feet.

Table 6 – Queue Lengths on Site Driveways					
Site Drive	Estimated IPS (feet)	95 th -%ile Queue (feet)		Maximum Queue (feet)	
		AM	PM	AM	PM
EB Site Access Approach	230	15	13	60	44

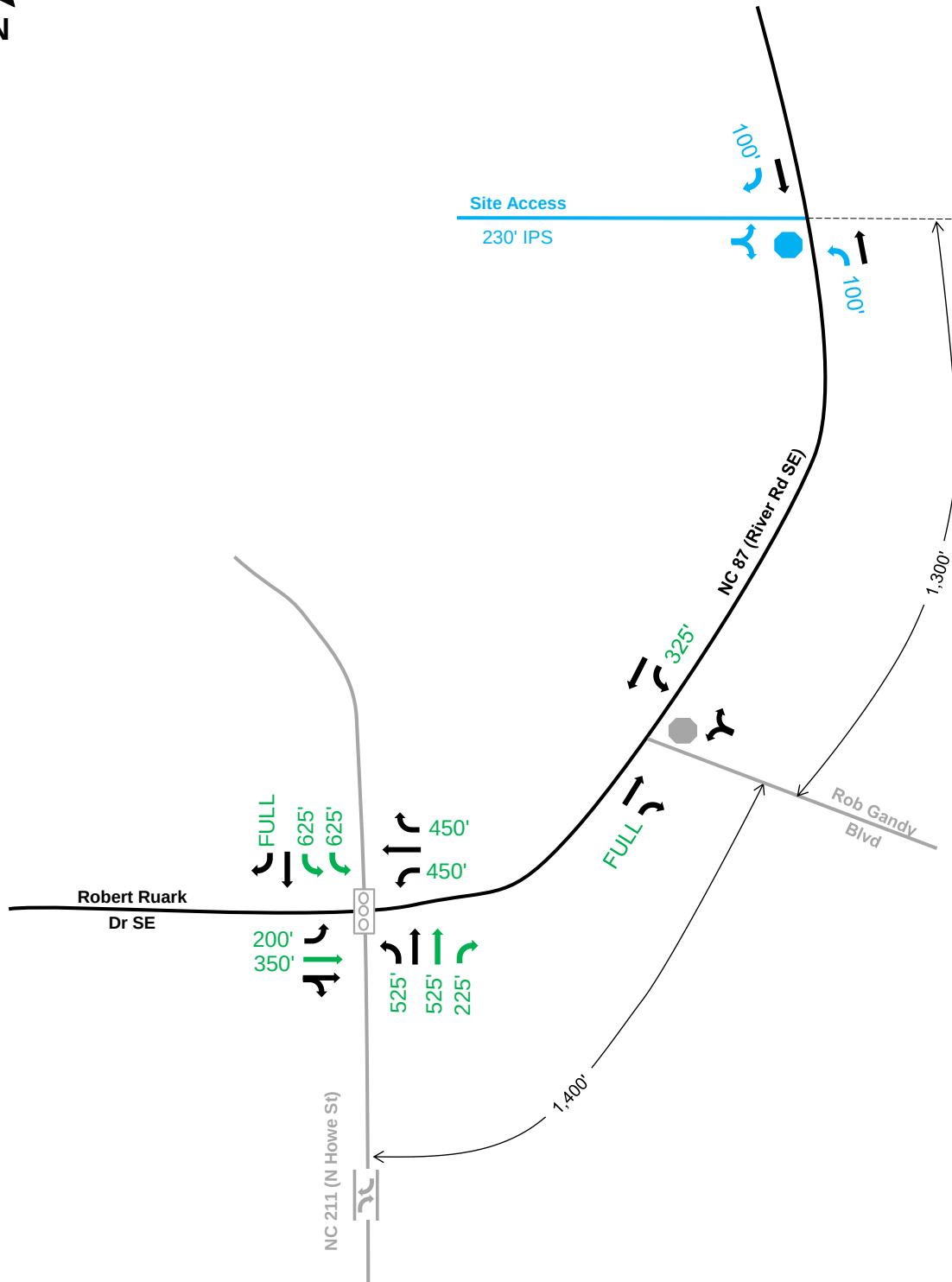
7.0 Summary and Conclusion

The Turtle Bay at Southport proposed development is located on the west side of NC 87 to the north of Rob Gandy Blvd in Southport, NC. It is planned to consist of 100 single family homes. One (1) full movement access point on NC 87 (River Road) is proposed for this development. The Site Access is located approximately 1,300 feet north of Rob Gandy Boulevard. The expected build-out year for the development is 2026. Information regarding the property was provided by Turtle Bay at Southport, LLC.

The Transportation Impact Analysis (TIA) was performed based on the scope agreed upon with the City of Southport and North Carolina Department of Transportation (NCDOT). This site has a trip generation potential of 1,009 daily trips, 74 trips in the AM peak hour, and 99 trips in the PM peak hour.

In conclusion, this study has determined the potential traffic impacts of this development. At the site access, a northbound left turn lane with 100 feet of storage and appropriate deceleration/taper and southbound right turn lane with 100 feet of storage and appropriate deceleration/taper is recommended. Table 7 summarizes the recommended improvements, which are also reflected in Figure 11. With the recommended improvements in place, the anticipated transportation impacts of the proposed development can be accommodated.

Table 7 – Summary of Recommended Improvements	
INTERSECTION	RECOMMENDATIONS
NC 87 (River Road) at Site Access	- Construct a southbound right turn lane on NC 87 (River Road) with 100 feet of storage and appropriate deceleration and taper. - Construct a northbound left turn lane on NC 87 (River Road) with 100 feet of storage and appropriate deceleration and taper. - Construct the driveway according to applicable NCDOT standards and with adequate sight distance.



LEGEND	
	SIGNAL
	STOP
	ROADWAY
	TRAFFIC MOVEMENT
BLACK = EXISTING GRAY = UNANALYZED GREEN = COMMITTED BLUE = PROPOSED	
IPS = INTERNAL PROTECTED STEM	

**FIGURE 11
RECOMMENDED
IMPROVEMENTS**

TURTLE BAY AT SOUTHPORT
SOUTHPORT, NC

PROJECT NUMBER 220222



*** NOT TO SCALE ***

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Appendix

Approved Scoping Documents



October 18, 2023

Transportation Impact Analysis (TIA) Scoping
Turtle Bay at Southport, Southport, NC
DAVENPORT Project Number 220222

Proposed Land Uses: 100 single family homes

Analysis Periods – Weekday AM peak (7:00-9:00 am) and PM peak (4:00-6:00 pm)

Study Intersections:

- NC 87 (River Road) at Site Access

Access Configuration: One (1) full movement access

TIA Analysis Scenarios:

- Future Build Conditions
- Future Build with Improvements (as required)

Build-out Year / Analysis Year: Estimated at 2026

Proposed annual growth rate – 1% (plus approved developments)

Trip Generation – Based on ITE Trip Generation Manual 11th Edition. See attached.

Proposed site trip directional distribution – See attached.

Existing Traffic Counts – Adjust 2022 counts to current year using 1% growth rate.

- NC 87 (River Road) at Rob Gandy Blvd: Collected on 05/10/2022 (unanalyzed intersection)
- NC 211 (North Howe Street) at NC 87 (River Road). Collected on 01/13/2023 (unanalyzed intersection)

Measures of effectiveness for capacity analysis:

- Level of service (LOS) / delay by movement
- Queue lengths (95th % Synchro and max SimTraffic queues)

Additional Scope:

- Turn lane warrant analysis to be performed at site access.

Approved and planned developments:

- 48 Townhomes at Rob Gandy Blvd
- Southport Mixed-Use at Southwest quadrant of NC 87(River Road) and SR 1621 (Doshier Cutoff) consisting of 50,000 sq ft self-storage warehouse, 264 apartments, 4,000 sq. ft. fast-food restaurant with drive-thru and 5,000 sq. ft. super convenience market with gas station.

Committed Improvements:

- R-5021: Widening of NC 211 from SR 1500 to NC 87

Capacity Analysis

Synchro Worksheets

Future Build Conditions

Lanes, Volumes, Timings
100: River Rd SE & Site Access 1

12/19/2023



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	33	22	8	278	558	11
Future Volume (vph)	33	22	8	278	558	11
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.947				0.997	
Flt Protected	0.971			0.999		
Satd. Flow (prot)	1713	0	0	1861	1857	0
Flt Permitted	0.971			0.999		
Satd. Flow (perm)	1713	0	0	1861	1857	0
Link Speed (mph)	25			45	45	
Link Distance (ft)	1120			1790	1211	
Travel Time (s)	30.5			27.1	18.3	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	37	24	9	309	620	12
Shared Lane Traffic (%)						
Lane Group Flow (vph)	61	0	0	318	632	0
Sign Control	Stop			Free	Free	

Intersection Summary

Area Type: Other

Control Type: Unsignalized

Intersection Capacity Utilization 40.0% ICU Level of Service A

Analysis Period (min) 15

Intersection						
Int Delay, s/veh	1.1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	33	22	8	278	558	11
Future Vol, veh/h	33	22	8	278	558	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	37	24	9	309	620	12
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	953	626	632	0	-	0
Stage 1	626	-	-	-	-	-
Stage 2	327	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	287	484	951	-	-	-
Stage 1	533	-	-	-	-	-
Stage 2	731	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	284	484	951	-	-	-
Mov Cap-2 Maneuver	284	-	-	-	-	-
Stage 1	527	-	-	-	-	-
Stage 2	731	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	17.9	0.2		0		
HCM LOS	C					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	951	-	340	-	-	
HCM Lane V/C Ratio	0.009	-	0.18	-	-	
HCM Control Delay (s)	8.8	0	17.9	-	-	
HCM Lane LOS	A	A	C	-	-	
HCM 95th %tile Q(veh)	0	-	0.6	-	-	

Lanes, Volumes, Timings
300: River Rd SE & Rob Gandy Blvd

12/19/2023

						
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	34	66	220	44	124	457
Future Volume (vph)	34	66	220	44	124	457
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	0		0	325	
Storage Lanes	1	0		1	1	
Taper Length (ft)	100				100	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.911			0.850		
Flt Protected	0.983				0.950	
Satd. Flow (prot)	1668	0	1863	1583	1770	1863
Flt Permitted	0.983				0.950	
Satd. Flow (perm)	1668	0	1863	1583	1770	1863
Link Speed (mph)	45		45			45
Link Distance (ft)	1122		1404			1790
Travel Time (s)	17.0		21.3			27.1
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	38	73	244	49	138	508
Shared Lane Traffic (%)						
Lane Group Flow (vph)	111	0	244	49	138	508
Sign Control	Stop		Free			Free
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	36.7%			ICU Level of Service A		
Analysis Period (min)	15					

Intersection

Int Delay, s/veh 2.7

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	34	66	220	44	124	457
Future Vol, veh/h	34	66	220	44	124	457
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	0	325	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	38	73	244	49	138	508

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	1028	244	0
Stage 1	244	-	-
Stage 2	784	-	-
Critical Hdwy	6.42	6.22	-
Critical Hdwy Stg 1	5.42	-	-
Critical Hdwy Stg 2	5.42	-	-
Follow-up Hdwy	3.518	3.318	-
Pot Cap-1 Maneuver	259	795	-
Stage 1	797	-	-
Stage 2	450	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	231	795	-
Mov Cap-2 Maneuver	231	-	-
Stage 1	797	-	-
Stage 2	401	-	-

Approach	WB	NB	SB
HCM Control Delay, s	16.1	0	1.7
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	434	1269
HCM Lane V/C Ratio	-	-	0.256	0.109
HCM Control Delay (s)	-	-	16.1	8.2
HCM Lane LOS	-	-	C	A
HCM 95th %tile Q(veh)	-	-	1	0.4

Lanes, Volumes, Timings
400: N Howe St & Robert Ruark Dr SE/River Rd SE

12/19/2023

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	56	39	35	301	61	129	23	281	161	65	388	61
Future Volume (vph)	56	39	35	301	61	129	23	281	161	65	388	61
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	200		0	450		450	525		375	625		0
Storage Lanes	1		0	1		1	1		2	2		1
Taper Length (ft)	100			100			0			100		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	1.00	0.97	1.00	1.00
Frt		0.929				0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1730	0	1770	1863	1583	1770	3539	1583	3433	1863	1583
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	1730	0	1770	1863	1583	1770	3539	1583	3433	1863	1583
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		35			45			35			35	
Link Distance (ft)		868			1404			1137			1047	
Travel Time (s)		16.9			21.3			22.1			20.4	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	62	43	39	334	68	143	26	312	179	72	431	68
Shared Lane Traffic (%)												
Lane Group Flow (vph)	62	82	0	334	68	143	26	312	179	72	431	68
Turn Type	Prot	NA		Prot	NA	pm+ov	Prot	NA	pm+ov	Prot	NA	pm+ov
Protected Phases	3	8		7	4	5	1	6	7	5	2	3
Permitted Phases						4			6			2
Detector Phase	3	8		7	4	5	1	6	7	5	2	3
Switch Phase												
Minimum Initial (s)	7.0	7.0		7.0	7.0	7.0	7.0	10.0	7.0	7.0	12.0	7.0
Minimum Split (s)	14.0	14.0		14.0	30.4	14.0	14.0	40.0	14.0	14.0	24.0	14.0
Total Split (s)	15.0	18.0		43.0	46.0	14.0	14.0	55.0	43.0	14.0	55.0	15.0
Total Split (%)	11.5%	13.8%		33.1%	35.4%	10.8%	10.8%	42.3%	33.1%	10.8%	42.3%	11.5%
Maximum Green (s)	8.0	11.0		36.0	39.0	7.0	7.0	48.0	36.0	7.0	48.0	8.0
Yellow Time (s)	5.0	5.0		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
All-Red Time (s)	2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	-2.0	-2.0		-2.0	-2.0	-2.0	-2.0	-2.0	-2.0	-2.0	-2.0	-2.0
Total Lost Time (s)	5.0	5.0		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag	Lead	Lag		Lead	Lag	Lag	Lead	Lead	Lead	Lag	Lag	Lead
Lead-Lag Optimize?	Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	2.0	2.0		2.0	2.0	2.0	2.0	3.0	2.0	2.0	6.0	2.0
Minimum Gap (s)	2.0	2.0		2.0	2.0	2.0	2.0	3.0	2.0	2.0	3.0	2.0
Time Before Reduce (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	15.0	0.0
Time To Reduce (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	30.0	0.0
Recall Mode	None	None		None	None	None	None	C-Max	None	None	C-Max	None
Walk Time (s)					7.0			7.0			7.0	
Flash Dont Walk (s)					16.4			26.0			10.0	
Pedestrian Calls (#/hr)					0			0			0	
Act Effect Green (s)	9.7	11.9		30.6	35.6	45.6	9.1	58.5	89.1	9.0	64.0	78.7
Actuated g/C Ratio	0.07	0.09		0.24	0.27	0.35	0.07	0.45	0.69	0.07	0.49	0.61
v/c Ratio	0.47	0.52		0.80	0.13	0.26	0.21	0.20	0.17	0.30	0.47	0.07

220222 Turtle Bay
S. Shafique

AM FB

Lanes, Volumes, Timings

400: N Howe St & Robert Ruark Dr SE/River Rd SE

12/19/2023

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Control Delay	69.9	67.9		61.3	35.4	21.6	61.5	23.4	4.2	61.1	27.3	14.5
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	69.9	67.9		61.3	35.4	21.6	61.5	23.4	4.2	61.1	27.3	14.5
LOS	E	E		E	D	C	E	C	A	E	C	B
Approach Delay	68.7			47.6			18.7			30.0		
Approach LOS	E			D			B			C		
Queue Length 50th (ft)	51	67		266	44	67	21	83	23	30	259	25
Queue Length 95th (ft)	99	121		353	77	97	52	128	38	56	401	56
Internal Link Dist (ft)	788			1324			1057			967		
Turn Bay Length (ft)	200			450			525			625		
Base Capacity (vph)	136	177		517	587	555	123	1592	1175	237	917	962
Starvation Cap Reductn	0	0		0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0		0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0		0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.46	0.46		0.65	0.12	0.26	0.21	0.20	0.15	0.30	0.47	0.07

Intersection Summary

Area Type: Other

Cycle Length: 130

Actuated Cycle Length: 130

Offset: 0 (0%), Referenced to phase 2:SBT and 6:NBT, Start of Green

Natural Cycle: 100

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.80

Intersection Signal Delay: 35.3

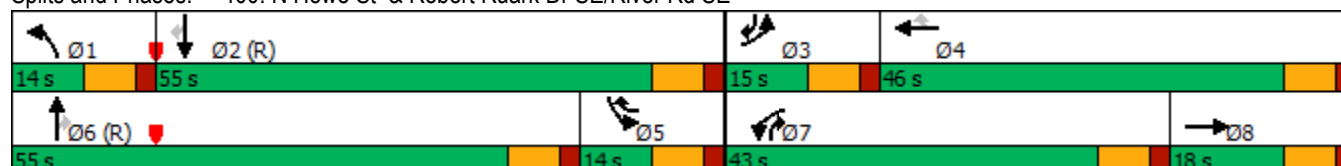
Intersection LOS: D

Intersection Capacity Utilization 59.5%

ICU Level of Service B

Analysis Period (min) 15

Splits and Phases: 400: N Howe St & Robert Ruark Dr SE/River Rd SE



Lanes, Volumes, Timings
100: River Rd SE & Site Access 1

12/19/2023



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	22	14	25	584	370	38
Future Volume (vph)	22	14	25	584	370	38
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.946				0.987	
Flt Protected	0.971			0.998		
Satd. Flow (prot)	1711	0	0	1859	1839	0
Flt Permitted	0.971			0.998		
Satd. Flow (perm)	1711	0	0	1859	1839	0
Link Speed (mph)	25			45	45	
Link Distance (ft)	1120			1786	1211	
Travel Time (s)	30.5			27.1	18.3	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	24	16	28	649	411	42
Shared Lane Traffic (%)						
Lane Group Flow (vph)	40	0	0	677	453	0
Sign Control	Stop			Free	Free	

Intersection Summary

Area Type: Other

Control Type: Unsignalized

Intersection Capacity Utilization 61.0% ICU Level of Service B

Analysis Period (min) 15

Intersection						
Int Delay, s/veh	0.8					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	22	14	25	584	370	38
Future Vol, veh/h	22	14	25	584	370	38
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	24	16	28	649	411	42
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	1137	432	453	0	-	0
Stage 1	432	-	-	-	-	-
Stage 2	705	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	223	624	1108	-	-	-
Stage 1	655	-	-	-	-	-
Stage 2	490	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	214	624	1108	-	-	-
Mov Cap-2 Maneuver	214	-	-	-	-	-
Stage 1	629	-	-	-	-	-
Stage 2	490	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	19.6	0.3		0		
HCM LOS	C					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1108	-	287	-	-	
HCM Lane V/C Ratio	0.025	-	0.139	-	-	
HCM Control Delay (s)	8.3	0	19.6	-	-	
HCM Lane LOS	A	A	C	-	-	
HCM 95th %tile Q(veh)	0.1	-	0.5	-	-	

Lanes, Volumes, Timings
300: River Rd SE & Rob Gandy Blvd

12/19/2023

						
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	81	196	414	31	75	309
Future Volume (vph)	81	196	414	31	75	309
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	0		0	325	
Storage Lanes	1	0		1	1	
Taper Length (ft)	100				100	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.904			0.850		
Flt Protected	0.986				0.950	
Satd. Flow (prot)	1660	0	1863	1583	1770	1863
Flt Permitted	0.986				0.950	
Satd. Flow (perm)	1660	0	1863	1583	1770	1863
Link Speed (mph)	45		45			45
Link Distance (ft)	1122		1404			1786
Travel Time (s)	17.0		21.3			27.1
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	90	218	460	34	83	343
Shared Lane Traffic (%)						
Lane Group Flow (vph)	308	0	460	34	83	343
Sign Control	Stop		Free			Free
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	52.5%			ICU Level of Service A		
Analysis Period (min)	15					

Intersection						
Int Delay, s/veh	8.4					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	81	196	414	31	75	309
Future Vol, veh/h	81	196	414	31	75	309
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	0	325	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	90	218	460	34	83	343
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	969	460	0	0	494	0
Stage 1	460	-	-	-	-	-
Stage 2	509	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	281	601	-	-	1070	-
Stage 1	636	-	-	-	-	-
Stage 2	604	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	259	601	-	-	1070	-
Mov Cap-2 Maneuver	259	-	-	-	-	-
Stage 1	636	-	-	-	-	-
Stage 2	557	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	31.1	0		1.7		
HCM LOS	D					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	434	1070	-	
HCM Lane V/C Ratio	-	-	0.709	0.078	-	
HCM Control Delay (s)	-	-	31.1	8.6	-	
HCM Lane LOS	-	-	D	A	-	
HCM 95th %tile Q(veh)	-	-	5.4	0.3	-	

Lanes, Volumes, Timings

400: N Howe St & Robert Ruark Dr SE/River Rd SE

12/19/2023

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	125	48	118	235	88	67	19	519	294	104	473	66
Future Volume (vph)	125	48	118	235	88	67	19	519	294	104	473	66
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	200		0	450		450	525		375	625		0
Storage Lanes	1		0	1		1	1		2	2		1
Taper Length (ft)	100			100			0			100		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	1.00	0.97	1.00	1.00
Frt		0.893				0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1663	0	1770	1863	1583	1770	3539	1583	3433	1863	1583
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	1663	0	1770	1863	1583	1770	3539	1583	3433	1863	1583
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		35			45			35			35	
Link Distance (ft)		868			1404			1137			1047	
Travel Time (s)		16.9			21.3			22.1			20.4	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	139	53	131	261	98	74	21	577	327	116	526	73
Shared Lane Traffic (%)												
Lane Group Flow (vph)	139	184	0	261	98	74	21	577	327	116	526	73
Turn Type	Prot	NA		Prot	NA	pm+ov	Prot	NA	pm+ov	Prot	NA	pm+ov
Protected Phases	3	8		7	4	5	1	6	7	5	2	3
Permitted Phases						4			6			2
Detector Phase	3	8		7	4	5	1	6	7	5	2	3
Switch Phase												
Minimum Initial (s)	7.0	7.0		7.0	7.0	7.0	7.0	10.0	7.0	7.0	12.0	7.0
Minimum Split (s)	14.0	14.0		14.0	30.4	14.0	14.0	40.0	14.0	14.0	24.0	14.0
Total Split (s)	23.0	28.0		33.0	38.0	14.0	14.0	55.0	33.0	14.0	55.0	23.0
Total Split (%)	17.7%	21.5%		25.4%	29.2%	10.8%	10.8%	42.3%	25.4%	10.8%	42.3%	17.7%
Maximum Green (s)	16.0	21.0		26.0	31.0	7.0	7.0	48.0	26.0	7.0	48.0	16.0
Yellow Time (s)	5.0	5.0		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
All-Red Time (s)	2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	-2.0	-2.0		-2.0	-2.0	-2.0	-2.0	-2.0	-2.0	-2.0	-2.0	-2.0
Total Lost Time (s)	5.0	5.0		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag	Lead	Lag		Lead	Lag	Lag	Lead	Lead	Lead	Lag	Lag	Lead
Lead-Lag Optimize?	Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	2.0	2.0		2.0	2.0	2.0	2.0	3.0	2.0	2.0	6.0	2.0
Minimum Gap (s)	2.0	2.0		2.0	2.0	2.0	2.0	3.0	2.0	2.0	3.0	2.0
Time Before Reduce (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	15.0	0.0
Time To Reduce (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	30.0	0.0
Recall Mode	None	None		None	None	None	None	C-Max	None	None	C-Max	None
Walk Time (s)					7.0			7.0			7.0	
Flash Dont Walk (s)					16.4			26.0			10.0	
Pedestrian Calls (#/hr)					0			0			0	
Act Effect Green (s)	15.5	19.6		24.2	28.4	37.4	9.0	57.2	81.4	9.0	62.8	83.2
Actuated g/C Ratio	0.12	0.15		0.19	0.22	0.29	0.07	0.44	0.63	0.07	0.48	0.64
v/c Ratio	0.66	0.74		0.79	0.24	0.16	0.17	0.37	0.33	0.49	0.59	0.07

220222 Turtle Bay
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PM FB

Lanes, Volumes, Timings

400: N Howe St & Robert Ruark Dr SE/River Rd SE

12/19/2023

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Control Delay	69.8	69.7		67.7	42.1	20.2	60.6	26.6	7.4	65.7	31.1	11.7
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	69.8	69.7		67.7	42.1	20.2	60.6	26.6	7.4	65.7	31.1	11.7
LOS	E	E		E	D	C	E	C	A	E	C	B
Approach Delay		69.7			53.8			20.6			34.7	
Approach LOS		E			D			C			C	
Queue Length 50th (ft)	113	148		210	68	32	17	174	71	49	352	25
Queue Length 95th (ft)	182	227		303	115	55	45	238	113	81	517	51
Internal Link Dist (ft)		788			1324			1057			967	
Turn Bay Length (ft)	200			450		450	525		375	625		
Base Capacity (vph)	245	294		381	472	455	122	1556	1036	237	899	1044
Starvation Cap Reductn	0	0		0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0		0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0		0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.57	0.63		0.69	0.21	0.16	0.17	0.37	0.32	0.49	0.59	0.07

Intersection Summary

Area Type: Other

Cycle Length: 130

Actuated Cycle Length: 130

Offset: 0 (0%), Referenced to phase 2:SBT and 6:NBT, Start of Green

Natural Cycle: 100

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.79

Intersection Signal Delay: 37.4

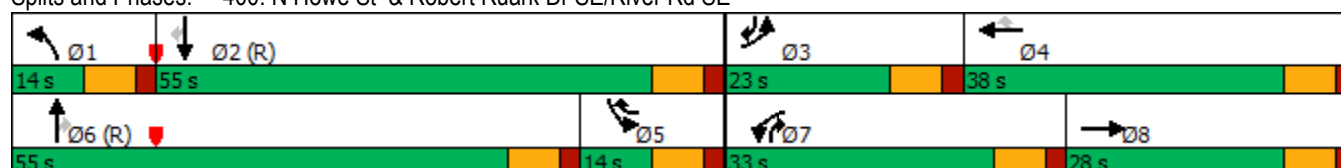
Intersection LOS: D

Intersection Capacity Utilization 70.2%

ICU Level of Service C

Analysis Period (min) 15

Splits and Phases: 400: N Howe St & Robert Ruark Dr SE/River Rd SE



Future Build Conditions with Improvements

Lanes, Volumes, Timings
100: River Rd SE & Site Access 1

12/19/2023

						
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	33	22	8	278	558	11
Future Volume (vph)	33	22	8	278	558	11
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	0	100			100
Storage Lanes	1	0	1			1
Taper Length (ft)	100		100			
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.947					0.850
Flt Protected	0.971		0.950			
Satd. Flow (prot)	1713	0	1770	1863	1863	1583
Flt Permitted	0.971		0.950			
Satd. Flow (perm)	1713	0	1770	1863	1863	1583
Link Speed (mph)	25			45	45	
Link Distance (ft)	1120			1783	1211	
Travel Time (s)	30.5			27.0	18.3	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	37	24	9	309	620	12
Shared Lane Traffic (%)						
Lane Group Flow (vph)	61	0	9	309	620	12
Sign Control	Stop			Free	Free	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	39.4%			ICU Level of Service A		
Analysis Period (min)	15					

Intersection						
Int Delay, s/veh	1.1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	33	22	8	278	558	11
Future Vol, veh/h	33	22	8	278	558	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	100	-	-	100
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	37	24	9	309	620	12
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	947	620	632	0	-	0
Stage 1	620	-	-	-	-	-
Stage 2	327	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	290	488	951	-	-	-
Stage 1	536	-	-	-	-	-
Stage 2	731	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	287	488	951	-	-	-
Mov Cap-2 Maneuver	287	-	-	-	-	-
Stage 1	531	-	-	-	-	-
Stage 2	731	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	17.7	0.2		0		
HCM LOS	C					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	951	-	344	-	-	
HCM Lane V/C Ratio	0.009	-	0.178	-	-	
HCM Control Delay (s)	8.8	-	17.7	-	-	
HCM Lane LOS	A	-	C	-	-	
HCM 95th %tile Q(veh)	0	-	0.6	-	-	

Lanes, Volumes, Timings
300: River Rd SE & Rob Gandy Blvd

12/19/2023

						
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	34	66	220	44	124	457
Future Volume (vph)	34	66	220	44	124	457
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	0		0	325	
Storage Lanes	1	0		1	1	
Taper Length (ft)	100				100	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.911			0.850		
Flt Protected	0.983				0.950	
Satd. Flow (prot)	1668	0	1863	1583	1770	1863
Flt Permitted	0.983				0.950	
Satd. Flow (perm)	1668	0	1863	1583	1770	1863
Link Speed (mph)	45		45			45
Link Distance (ft)	1122		1404			1783
Travel Time (s)	17.0		21.3			27.0
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	38	73	244	49	138	508
Shared Lane Traffic (%)						
Lane Group Flow (vph)	111	0	244	49	138	508
Sign Control	Stop		Free			Free
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	36.7%			ICU Level of Service A		
Analysis Period (min)	15					

Intersection						
Int Delay, s/veh	2.7					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	34	66	220	44	124	457
Future Vol, veh/h	34	66	220	44	124	457
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	0	325	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	38	73	244	49	138	508
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	1028	244	0	0	293	0
Stage 1	244	-	-	-	-	-
Stage 2	784	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	259	795	-	-	1269	-
Stage 1	797	-	-	-	-	-
Stage 2	450	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	231	795	-	-	1269	-
Mov Cap-2 Maneuver	231	-	-	-	-	-
Stage 1	797	-	-	-	-	-
Stage 2	401	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	16.1	0		1.7		
HCM LOS	C					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	434	1269	-	
HCM Lane V/C Ratio	-	-	0.256	0.109	-	
HCM Control Delay (s)	-	-	16.1	8.2	-	
HCM Lane LOS	-	-	C	A	-	
HCM 95th %tile Q(veh)	-	-	1	0.4	-	

Lanes, Volumes, Timings

400: N Howe St & Robert Ruark Dr SE/River Rd SE

12/19/2023

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	56	39	35	301	61	129	23	281	161	65	388	61
Future Volume (vph)	56	39	35	301	61	129	23	281	161	65	388	61
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	200		0	450		450	525		375	625		0
Storage Lanes	1		0	1		1	1		2	2		1
Taper Length (ft)	100			100			0			100		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	1.00	0.97	1.00	1.00
Frt		0.929				0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1730	0	1770	1863	1583	1770	3539	1583	3433	1863	1583
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	1730	0	1770	1863	1583	1770	3539	1583	3433	1863	1583
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		35			45			35			35	
Link Distance (ft)		868			1404			1137			1047	
Travel Time (s)		16.9			21.3			22.1			20.4	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	62	43	39	334	68	143	26	312	179	72	431	68
Shared Lane Traffic (%)												
Lane Group Flow (vph)	62	82	0	334	68	143	26	312	179	72	431	68
Turn Type	Prot	NA		Prot	NA	pm+ov	Prot	NA	pm+ov	Prot	NA	pm+ov
Protected Phases	3	8		7	4	5	1	6	7	5	2	3
Permitted Phases						4			6			2
Detector Phase	3	8		7	4	5	1	6	7	5	2	3
Switch Phase												
Minimum Initial (s)	7.0	7.0		7.0	7.0	7.0	7.0	10.0	7.0	7.0	12.0	7.0
Minimum Split (s)	14.0	14.0		14.0	30.4	14.0	14.0	40.0	14.0	14.0	24.0	14.0
Total Split (s)	15.0	18.0		43.0	46.0	14.0	14.0	55.0	43.0	14.0	55.0	15.0
Total Split (%)	11.5%	13.8%		33.1%	35.4%	10.8%	10.8%	42.3%	33.1%	10.8%	42.3%	11.5%
Maximum Green (s)	8.0	11.0		36.0	39.0	7.0	7.0	48.0	36.0	7.0	48.0	8.0
Yellow Time (s)	5.0	5.0		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
All-Red Time (s)	2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	-2.0	-2.0		-2.0	-2.0	-2.0	-2.0	-2.0	-2.0	-2.0	-2.0	-2.0
Total Lost Time (s)	5.0	5.0		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag	Lead	Lag		Lead	Lag	Lag	Lead	Lead	Lead	Lag	Lag	Lead
Lead-Lag Optimize?	Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	2.0	2.0		2.0	2.0	2.0	2.0	3.0	2.0	2.0	6.0	2.0
Minimum Gap (s)	2.0	2.0		2.0	2.0	2.0	2.0	3.0	2.0	2.0	3.0	2.0
Time Before Reduce (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	15.0	0.0
Time To Reduce (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	30.0	0.0
Recall Mode	None	None		None	None	None	None	C-Max	None	None	C-Max	None
Walk Time (s)					7.0			7.0			7.0	
Flash Dont Walk (s)					16.4			26.0			10.0	
Pedestrian Calls (#/hr)					0			0			0	
Act Effect Green (s)	9.7	11.9		30.6	35.6	45.6	9.1	58.5	89.1	9.0	64.0	78.7
Actuated g/C Ratio	0.07	0.09		0.24	0.27	0.35	0.07	0.45	0.69	0.07	0.49	0.61
v/c Ratio	0.47	0.52		0.80	0.13	0.26	0.21	0.20	0.17	0.30	0.47	0.07

220222 Turtle Bay
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AM Future Build With Improvement

Lanes, Volumes, Timings

400: N Howe St & Robert Ruark Dr SE/River Rd SE

12/19/2023

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Control Delay	69.9	67.9		61.3	35.4	21.6	61.5	23.4	4.2	61.1	27.3	14.5
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	69.9	67.9		61.3	35.4	21.6	61.5	23.4	4.2	61.1	27.3	14.5
LOS	E	E		E	D	C	E	C	A	E	C	B
Approach Delay	68.7			47.6			18.7			30.0		
Approach LOS	E			D			B			C		
Queue Length 50th (ft)	51	67		266	44	67	21	83	23	30	259	25
Queue Length 95th (ft)	99	121		353	77	97	52	128	38	56	401	56
Internal Link Dist (ft)	788			1324			1057			967		
Turn Bay Length (ft)	200			450			525			625		
Base Capacity (vph)	136	177		517	587	555	123	1592	1175	237	917	962
Starvation Cap Reductn	0	0		0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0		0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0		0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.46	0.46		0.65	0.12	0.26	0.21	0.20	0.15	0.30	0.47	0.07

Intersection Summary

Area Type: Other

Cycle Length: 130

Actuated Cycle Length: 130

Offset: 0 (0%), Referenced to phase 2:SBT and 6:NBT, Start of Green

Natural Cycle: 100

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.80

Intersection Signal Delay: 35.3

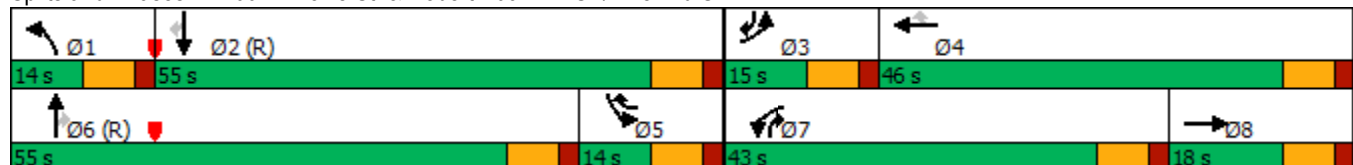
Intersection LOS: D

Intersection Capacity Utilization 59.5%

ICU Level of Service B

Analysis Period (min) 15

Splits and Phases: 400: N Howe St & Robert Ruark Dr SE/River Rd SE



Lanes, Volumes, Timings
100: River Rd SE & Site Access 1

12/19/2023

						
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	22	14	25	584	370	38
Future Volume (vph)	22	14	25	584	370	38
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	0	100			100
Storage Lanes	1	0	1			1
Taper Length (ft)	100		100			
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.946					0.850
Flt Protected	0.971		0.950			
Satd. Flow (prot)	1711	0	1770	1863	1863	1583
Flt Permitted	0.971		0.950			
Satd. Flow (perm)	1711	0	1770	1863	1863	1583
Link Speed (mph)	25			45	45	
Link Distance (ft)	1120			1777	1211	
Travel Time (s)	30.5			26.9	18.3	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	24	16	28	649	411	42
Shared Lane Traffic (%)						
Lane Group Flow (vph)	40	0	28	649	411	42
Sign Control	Stop			Free	Free	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	40.7%			ICU Level of Service A		
Analysis Period (min)	15					

Intersection						
Int Delay, s/veh	0.8					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	22	14	25	584	370	38
Future Vol, veh/h	22	14	25	584	370	38
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	100	-	-	100
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	24	16	28	649	411	42
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	1116	411	453	0	-	0
Stage 1	411	-	-	-	-	-
Stage 2	705	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	230	641	1108	-	-	-
Stage 1	669	-	-	-	-	-
Stage 2	490	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	224	641	1108	-	-	-
Mov Cap-2 Maneuver	224	-	-	-	-	-
Stage 1	652	-	-	-	-	-
Stage 2	490	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	18.8	0.3		0		
HCM LOS	C					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1108	-	300	-	-	
HCM Lane V/C Ratio	0.025	-	0.133	-	-	
HCM Control Delay (s)	8.3	-	18.8	-	-	
HCM Lane LOS	A	-	C	-	-	
HCM 95th %tile Q(veh)	0.1	-	0.5	-	-	

Lanes, Volumes, Timings
300: River Rd SE & Rob Gandy Blvd

12/19/2023

						
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	81	196	414	31	75	309
Future Volume (vph)	81	196	414	31	75	309
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	0		0	325	
Storage Lanes	1	0		1	1	
Taper Length (ft)	100				100	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.904			0.850		
Flt Protected	0.986				0.950	
Satd. Flow (prot)	1660	0	1863	1583	1770	1863
Flt Permitted	0.986				0.950	
Satd. Flow (perm)	1660	0	1863	1583	1770	1863
Link Speed (mph)	45		45			45
Link Distance (ft)	1122		1404			1777
Travel Time (s)	17.0		21.3			26.9
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	90	218	460	34	83	343
Shared Lane Traffic (%)						
Lane Group Flow (vph)	308	0	460	34	83	343
Sign Control	Stop		Free			Free
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	52.5%			ICU Level of Service A		
Analysis Period (min)	15					

Intersection						
Int Delay, s/veh	8.4					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	81	196	414	31	75	309
Future Vol, veh/h	81	196	414	31	75	309
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	0	325	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	90	218	460	34	83	343
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	969	460	0	0	494	0
Stage 1	460	-	-	-	-	-
Stage 2	509	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	281	601	-	-	1070	-
Stage 1	636	-	-	-	-	-
Stage 2	604	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	259	601	-	-	1070	-
Mov Cap-2 Maneuver	259	-	-	-	-	-
Stage 1	636	-	-	-	-	-
Stage 2	557	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	31.1	0		1.7		
HCM LOS	D					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	434	1070	-	
HCM Lane V/C Ratio	-	-	0.709	0.078	-	
HCM Control Delay (s)	-	-	31.1	8.6	-	
HCM Lane LOS	-	-	D	A	-	
HCM 95th %tile Q(veh)	-	-	5.4	0.3	-	

Lanes, Volumes, Timings
400: N Howe St & Robert Ruark Dr SE/River Rd SE

12/19/2023

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	125	48	118	235	88	67	19	519	294	104	473	66
Future Volume (vph)	125	48	118	235	88	67	19	519	294	104	473	66
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	200		0	450		450	525		375	625		0
Storage Lanes	1		0	1		1	1		2	2		1
Taper Length (ft)	100			100			0			100		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	1.00	0.97	1.00	1.00
Frt		0.893				0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1663	0	1770	1863	1583	1770	3539	1583	3433	1863	1583
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	1663	0	1770	1863	1583	1770	3539	1583	3433	1863	1583
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		35			45			35			35	
Link Distance (ft)		868			1404			1137			1047	
Travel Time (s)		16.9			21.3			22.1			20.4	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	139	53	131	261	98	74	21	577	327	116	526	73
Shared Lane Traffic (%)												
Lane Group Flow (vph)	139	184	0	261	98	74	21	577	327	116	526	73
Turn Type	Prot	NA		Prot	NA	pm+ov	Prot	NA	pm+ov	Prot	NA	pm+ov
Protected Phases	3	8		7	4	5	1	6	7	5	2	3
Permitted Phases						4			6			2
Detector Phase	3	8		7	4	5	1	6	7	5	2	3
Switch Phase												
Minimum Initial (s)	7.0	7.0		7.0	7.0	7.0	7.0	10.0	7.0	7.0	12.0	7.0
Minimum Split (s)	14.0	14.0		14.0	30.4	14.0	14.0	40.0	14.0	14.0	24.0	14.0
Total Split (s)	23.0	28.0		33.0	38.0	14.0	14.0	55.0	33.0	14.0	55.0	23.0
Total Split (%)	17.7%	21.5%		25.4%	29.2%	10.8%	10.8%	42.3%	25.4%	10.8%	42.3%	17.7%
Maximum Green (s)	16.0	21.0		26.0	31.0	7.0	7.0	48.0	26.0	7.0	48.0	16.0
Yellow Time (s)	5.0	5.0		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
All-Red Time (s)	2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	-2.0	-2.0		-2.0	-2.0	-2.0	-2.0	-2.0	-2.0	-2.0	-2.0	-2.0
Total Lost Time (s)	5.0	5.0		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag	Lead	Lag		Lead	Lag	Lag	Lead	Lead	Lead	Lag	Lag	Lead
Lead-Lag Optimize?	Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	2.0	2.0		2.0	2.0	2.0	2.0	3.0	2.0	2.0	6.0	2.0
Minimum Gap (s)	2.0	2.0		2.0	2.0	2.0	2.0	3.0	2.0	2.0	3.0	2.0
Time Before Reduce (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	15.0	0.0
Time To Reduce (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	30.0	0.0
Recall Mode	None	None		None	None	None	None	C-Max	None	None	C-Max	None
Walk Time (s)					7.0			7.0			7.0	
Flash Dont Walk (s)					16.4			26.0			10.0	
Pedestrian Calls (#/hr)					0			0			0	
Act Effect Green (s)	15.5	19.6		24.2	28.4	37.4	9.0	57.2	81.4	9.0	62.8	83.2
Actuated g/C Ratio	0.12	0.15		0.19	0.22	0.29	0.07	0.44	0.63	0.07	0.48	0.64
v/c Ratio	0.66	0.74		0.79	0.24	0.16	0.17	0.37	0.33	0.49	0.59	0.07

220222 Turtle Bay
S. Shafique

PM Future Build with Improvement

Lanes, Volumes, Timings

400: N Howe St & Robert Ruark Dr SE/River Rd SE

12/19/2023

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Control Delay	69.8	69.7		67.7	42.1	20.2	60.6	26.6	7.4	65.7	31.1	11.7
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	69.8	69.7		67.7	42.1	20.2	60.6	26.6	7.4	65.7	31.1	11.7
LOS	E	E		E	D	C	E	C	A	E	C	B
Approach Delay		69.7			53.8			20.6			34.7	
Approach LOS		E			D			C			C	
Queue Length 50th (ft)	113	148		210	68	32	17	174	71	49	352	25
Queue Length 95th (ft)	182	227		303	115	55	45	238	113	81	517	51
Internal Link Dist (ft)		788			1324			1057			967	
Turn Bay Length (ft)	200			450		450	525		375	625		
Base Capacity (vph)	245	294		381	472	455	122	1556	1036	237	899	1044
Starvation Cap Reductn	0	0		0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0		0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0		0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.57	0.63		0.69	0.21	0.16	0.17	0.37	0.32	0.49	0.59	0.07

Intersection Summary

Area Type: Other

Cycle Length: 130

Actuated Cycle Length: 130

Offset: 0 (0%), Referenced to phase 2:SBT and 6:NBT, Start of Green

Natural Cycle: 100

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.79

Intersection Signal Delay: 37.4

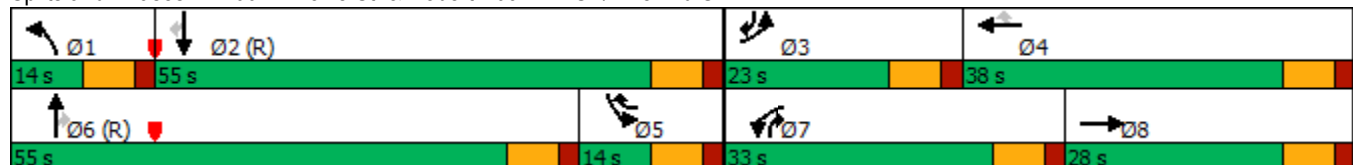
Intersection LOS: D

Intersection Capacity Utilization 70.2%

ICU Level of Service C

Analysis Period (min) 15

Splits and Phases: 400: N Howe St & Robert Ruark Dr SE/River Rd SE



Queueing Analysis

SimTraffic Worksheets

Queuing and Blocking Report
AM FB

12/19/2023

Intersection: 100: River Rd SE & Site Access 1

Movement	EB	NB
Directions Served	LR	LT
Maximum Queue (ft)	60	37
Average Queue (ft)	25	5
95th Queue (ft)	50	25
Link Distance (ft)	1080	1733
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 300: River Rd SE & Rob Gandy Blvd

Movement	WB	SB
Directions Served	LR	L
Maximum Queue (ft)	81	64
Average Queue (ft)	34	19
95th Queue (ft)	61	50
Link Distance (ft)	1079	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		325
Storage Blk Time (%)		
Queuing Penalty (veh)		

Queuing and Blocking Report

AM FB

12/19/2023

Intersection: 400: N Howe St & Robert Ruark Dr SE/River Rd SE

Movement	EB	EB	WB	WB	WB	NB	NB	NB	NB	SB	SB	SB
Directions Served	L	TR	L	T	R	L	T	T	R	L	L	T
Maximum Queue (ft)	119	134	354	104	194	67	183	165	100	97	60	306
Average Queue (ft)	43	51	217	43	78	23	96	40	33	37	16	151
95th Queue (ft)	92	107	331	90	149	58	164	120	76	78	45	264
Link Distance (ft)		814		1327			1096					994
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	200		450		450	525		375	375	625	625	
Storage Blk Time (%)	0											
Queuing Penalty (veh)	0											

Intersection: 400: N Howe St & Robert Ruark Dr SE/River Rd SE

Movement	SB
Directions Served	R
Maximum Queue (ft)	89
Average Queue (ft)	17
95th Queue (ft)	54
Link Distance (ft)	994
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Network Summary

Network wide Queuing Penalty: 0

Intersection: 100: River Rd SE & Site Access 1

Movement	EB	NB
Directions Served	LR	LT
Maximum Queue (ft)	44	92
Average Queue (ft)	20	12
95th Queue (ft)	45	51
Link Distance (ft)	1080	1726
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 300: River Rd SE & Rob Gandy Blvd

Movement	WB	SB
Directions Served	LR	L
Maximum Queue (ft)	188	56
Average Queue (ft)	79	20
95th Queue (ft)	147	46
Link Distance (ft)	1077	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		325
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 400: N Howe St & Robert Ruark Dr SE/River Rd SE

Movement	EB	EB	WB	WB	WB	NB	NB	NB	NB	SB	SB	SB
Directions Served	L	TR	L	T	R	L	T	T	R	L	L	T
Maximum Queue (ft)	189	247	331	152	114	71	251	234	178	140	104	403
Average Queue (ft)	91	126	187	62	41	19	159	117	75	68	21	198
95th Queue (ft)	162	214	295	120	87	53	234	217	142	121	62	337
Link Distance (ft)		814		1327			1096					994
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	200		450		450	525		375	375	625	625	
Storage Blk Time (%)	0	1										0
Queuing Penalty (veh)	1	2										0

Intersection: 400: N Howe St & Robert Ruark Dr SE/River Rd SE

Movement	SB
Directions Served	R
Maximum Queue (ft)	76
Average Queue (ft)	15
95th Queue (ft)	48
Link Distance (ft)	994
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Network Summary

Network wide Queuing Penalty: 2

Queuing and Blocking Report
AM Future Build With Improvement

12/19/2023

Intersection: 100: River Rd SE & Site Access 1

Movement	EB	NB
Directions Served	LR	L
Maximum Queue (ft)	60	28
Average Queue (ft)	25	4
95th Queue (ft)	50	20
Link Distance (ft)	1068	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	100	
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 300: River Rd SE & Rob Gandy Blvd

Movement	WB	SB
Directions Served	LR	L
Maximum Queue (ft)	81	64
Average Queue (ft)	34	20
95th Queue (ft)	59	50
Link Distance (ft)	1077	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	325	
Storage Blk Time (%)		
Queuing Penalty (veh)		

Queuing and Blocking Report
AM Future Build With Improvement

12/19/2023

Intersection: 400: N Howe St & Robert Ruark Dr SE/River Rd SE

Movement	EB	EB	WB	WB	WB	NB	NB	NB	NB	SB	SB	SB
Directions Served	L	TR	L	T	R	L	T	T	R	L	L	T
Maximum Queue (ft)	119	136	359	104	187	67	185	165	102	97	60	299
Average Queue (ft)	43	51	218	43	78	24	95	40	33	37	16	149
95th Queue (ft)	92	108	332	89	149	58	164	120	76	78	46	262
Link Distance (ft)		814		1327			1096					994
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	200		450		450	525		375	375	625	625	
Storage Blk Time (%)	0											
Queuing Penalty (veh)	0											

Intersection: 400: N Howe St & Robert Ruark Dr SE/River Rd SE

Movement	SB
Directions Served	R
Maximum Queue (ft)	91
Average Queue (ft)	17
95th Queue (ft)	55
Link Distance (ft)	994
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Network Summary

Network wide Queuing Penalty: 0

Intersection: 100: River Rd SE & Site Access 1

Movement	EB	NB
Directions Served	LR	L
Maximum Queue (ft)	44	39
Average Queue (ft)	19	8
95th Queue (ft)	43	30
Link Distance (ft)	1068	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		100
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 300: River Rd SE & Rob Gandy Blvd

Movement	WB	NB	SB
Directions Served	LR	T	L
Maximum Queue (ft)	178	2	59
Average Queue (ft)	76	0	20
95th Queue (ft)	139	2	48
Link Distance (ft)	1078	1327	
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			325
Storage Blk Time (%)			
Queuing Penalty (veh)			

Queuing and Blocking Report
PM Future Build with Improvement

12/19/2023

Intersection: 400: N Howe St & Robert Ruark Dr SE/River Rd SE

Movement	EB	EB	WB	WB	WB	NB	NB	NB	NB	SB	SB	SB
Directions Served	L	TR	L	T	R	L	T	T	R	L	L	T
Maximum Queue (ft)	191	244	324	152	114	71	252	230	172	147	104	398
Average Queue (ft)	92	123	186	61	41	18	161	118	74	70	23	198
95th Queue (ft)	166	212	288	119	88	51	235	217	139	127	69	338
Link Distance (ft)		814		1327			1096					994
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	200		450		450	525		375	375	625	625	
Storage Blk Time (%)	1	2										0
Queuing Penalty (veh)	1	2										0

Intersection: 400: N Howe St & Robert Ruark Dr SE/River Rd SE

Movement	SB
Directions Served	R
Maximum Queue (ft)	70
Average Queue (ft)	15
95th Queue (ft)	47
Link Distance (ft)	994
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Network Summary

Network wide Queuing Penalty: 3

Turning Movement Counts



TRAFFIC DATA COLLECTION

File Name : South Port-South Port(NC 87 and Rob Gandy)
 Site Code :
 Start Date : 5/10/2022
 Page No : 1

Groups Printed- Cars + - Trucks

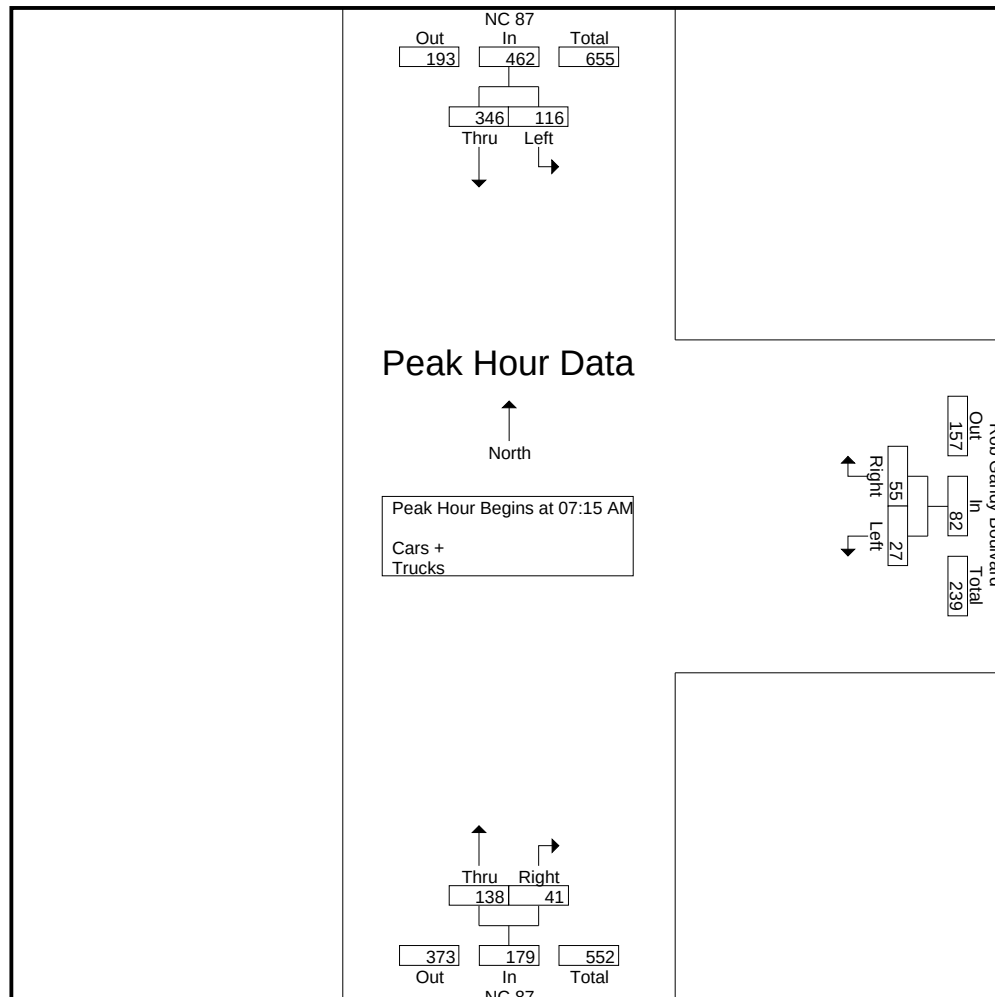
	NC 87 Southbound			Rob Gandy Boulevard Westbound			NC 87 Northbound			
Start Time	Thru	Left	App. Total	Right	Left	App. Total	Right	Thru	App. Total	Int. Total
07:00 AM	54	29	83	12	1	13	11	45	56	152
07:15 AM	78	32	110	17	7	24	15	43	58	192
07:30 AM	91	34	125	15	5	20	11	28	39	184
07:45 AM	101	29	130	13	4	17	10	37	47	194
Total	324	124	448	57	17	74	47	153	200	722
08:00 AM	76	21	97	10	11	21	5	30	35	153
08:15 AM	75	32	107	14	7	21	9	49	58	186
08:30 AM	55	34	89	10	6	16	10	39	49	154
08:45 AM	77	27	104	14	9	23	11	41	52	179
Total	283	114	397	48	33	81	35	159	194	672
Grand Total	607	238	845	105	50	155	82	312	394	1394
Apprch %	71.8	28.2		67.7	32.3		20.8	79.2		
Total %	43.5	17.1	60.6	7.5	3.6	11.1	5.9	22.4	28.3	
Cars +	583	219	802	93	43	136	72	294	366	1304
% Cars +	96	92	94.9	88.6	86	87.7	87.8	94.2	92.9	93.5
Trucks	24	19	43	12	7	19	10	18	28	90
% Trucks	4	8	5.1	11.4	14	12.3	12.2	5.8	7.1	6.5



TRAFFIC DATA COLLECTION

File Name : South Port-South Port(NC 87 and Rob Gandy)
 Site Code :
 Start Date : 5/10/2022
 Page No : 2

	NC 87 Southbound			Rob Gandy Boulevard Westbound			NC 87 Northbound			
Start Time	Thru	Left	App. Total	Right	Left	App. Total	Right	Thru	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 07:15 AM										
07:15 AM	78	32	110	17	7	24	15	43	58	192
07:30 AM	91	34	125	15	5	20	11	28	39	184
07:45 AM	101	29	130	13	4	17	10	37	47	194
08:00 AM	76	21	97	10	11	21	5	30	35	153
Total Volume	346	116	462	55	27	82	41	138	179	723
% App. Total	74.9	25.1		67.1	32.9		22.9	77.1		
PHF	.856	.853	.888	.809	.614	.854	.683	.802	.772	.932





TRAFFIC DATA COLLECTION

File Name : South Port-South Port(NC 87 and Rob Gandy)
 Site Code :
 Start Date : 5/10/2022
 Page No : 1

Groups Printed- Cars + - Trucks

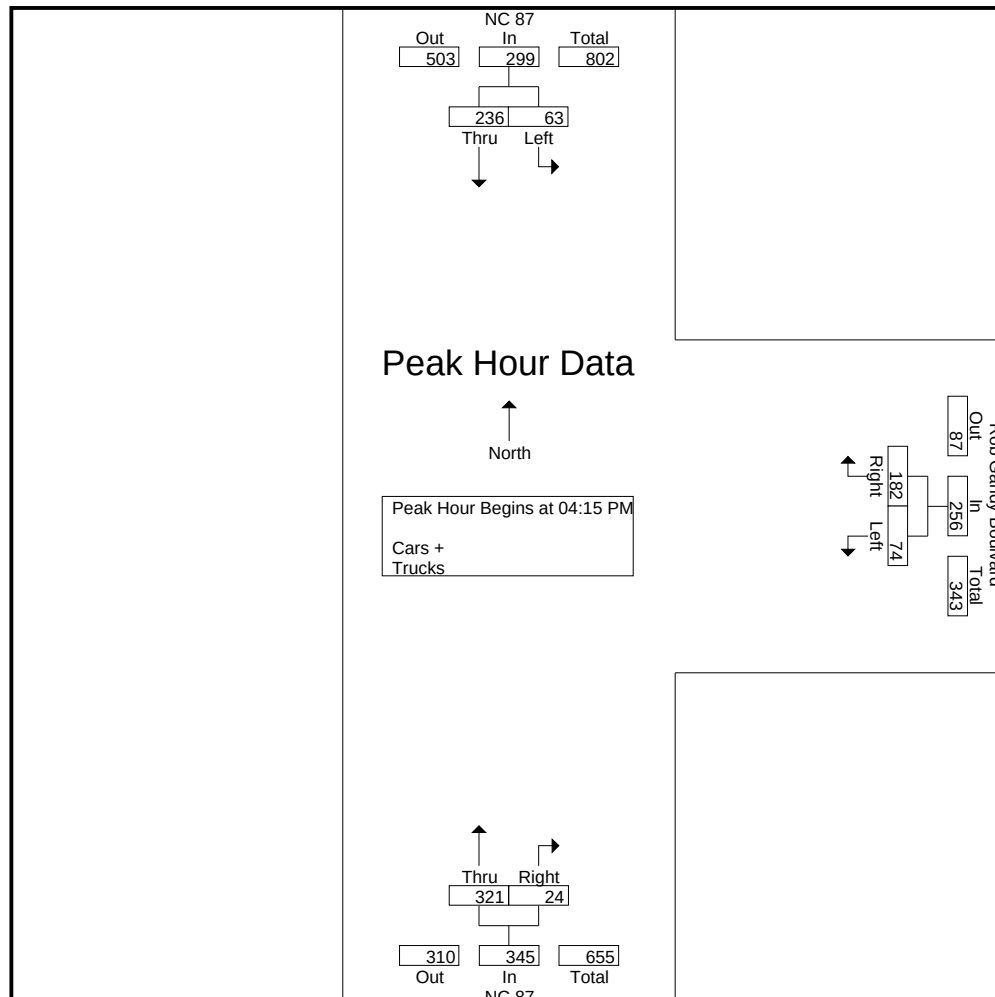
Start Time	NC 87 Southbound			Rob Gandy Boulevard Westbound			NC 87 Northbound			Int. Total
	Thru	Left	App. Total	Right	Left	App. Total	Right	Thru	App. Total	
04:00 PM	53	10	63	51	11	62	10	90	100	225
04:15 PM	54	17	71	19	11	30	14	86	100	201
04:30 PM	61	9	70	76	25	101	3	70	73	244
04:45 PM	65	19	84	31	9	40	3	76	79	203
Total	233	55	288	177	56	233	30	322	352	873
05:00 PM	56	18	74	56	29	85	4	89	93	252
05:15 PM	52	7	59	31	12	43	3	89	92	194
05:30 PM	53	12	65	44	14	58	4	73	77	200
05:45 PM	52	9	61	27	14	41	4	55	59	161
Total	213	46	259	158	69	227	15	306	321	807
Grand Total	446	101	547	335	125	460	45	628	673	1680
Apprch %	81.5	18.5		72.8	27.2		6.7	93.3		
Total %	26.5	6	32.6	19.9	7.4	27.4	2.7	37.4	40.1	
Cars +	442	97	539	327	121	448	42	608	650	1637
% Cars +	99.1	96	98.5	97.6	96.8	97.4	93.3	96.8	96.6	97.4
Trucks	4	4	8	8	4	12	3	20	23	43
% Trucks	0.9	4	1.5	2.4	3.2	2.6	6.7	3.2	3.4	2.6



TRAFFIC DATA COLLECTION

File Name : South Port-South Port(NC 87 and Rob Gandy)
 Site Code :
 Start Date : 5/10/2022
 Page No : 2

	NC 87 Southbound			Rob Gandy Boulevard Westbound			NC 87 Northbound			
Start Time	Thru	Left	App. Total	Right	Left	App. Total	Right	Thru	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 04:15 PM										
04:15 PM	54	17	71	19	11	30	14	86	100	201
04:30 PM	61	9	70	76	25	101	3	70	73	244
04:45 PM	65	19	84	31	9	40	3	76	79	203
05:00 PM	56	18	74	56	29	85	4	89	93	252
Total Volume	236	63	299	182	74	256	24	321	345	900
% App. Total	78.9	21.1		71.1	28.9		7	93		
PHF	.908	.829	.890	.599	.638	.634	.429	.902	.863	.893





TRAFFIC DATA COLLECTION

File Name : Southport(NC 211 and NC 87
 Site Code :
 Start Date : 1/13/2022
 Page No : 1

Groups Printed- Cars + - Trucks

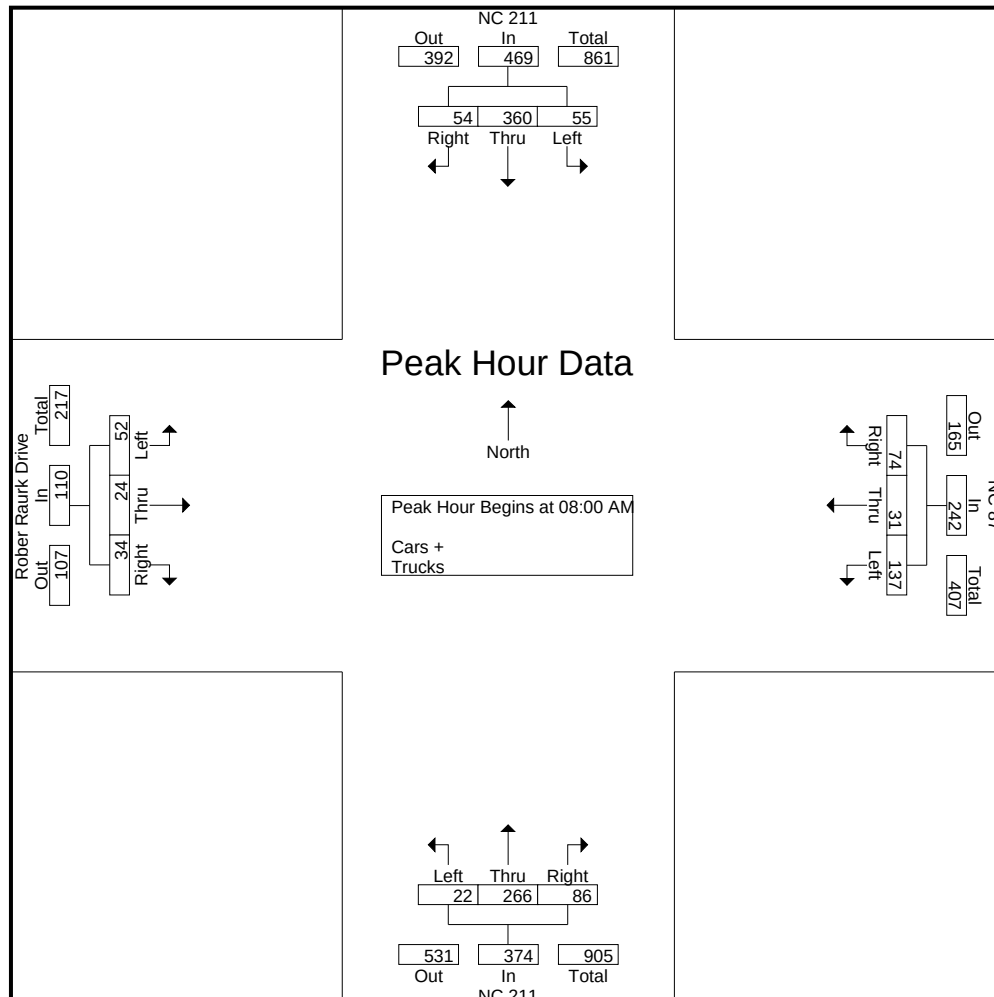
	NC 211 Southbound				NC 87 Westbound				NC 211 Northbound				Rober Raurk Drive Eastbound				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
07:00 AM	5	43	22	70	15	2	23	40	11	35	1	47	6	3	11	20	177
07:15 AM	5	63	16	84	18	4	23	45	20	37	4	61	5	6	6	17	207
07:30 AM	5	75	16	96	13	5	31	49	14	49	3	66	3	5	18	26	237
07:45 AM	15	86	16	117	18	6	42	66	16	49	1	66	8	7	11	26	275
Total	30	267	70	367	64	17	119	200	61	170	9	240	22	21	46	89	896
08:00 AM	11	77	13	101	17	5	42	64	16	63	11	90	7	4	15	26	281
08:15 AM	15	95	15	125	17	6	26	49	21	58	4	83	9	8	12	29	286
08:30 AM	15	80	16	111	24	11	27	62	21	74	4	99	11	6	9	26	298
08:45 AM	13	108	11	132	16	9	42	67	28	71	3	102	7	6	16	29	330
Total	54	360	55	469	74	31	137	242	86	266	22	374	34	24	52	110	1195
Grand Total	84	627	125	836	138	48	256	442	147	436	31	614	56	45	98	199	2091
Apprch %	10	75	15		31.2	10.9	57.9		23.9	71	5		28.1	22.6	49.2		
Total %	4	30	6	40	6.6	2.3	12.2	21.1	7	20.9	1.5	29.4	2.7	2.2	4.7	9.5	
Cars +	84	623	118	825	132	48	249	429	147	428	30	605	56	45	97	198	2057
% Cars +	100	99.4	94.4	98.7	95.7	100	97.3	97.1	100	98.2	96.8	98.5	100	100	99	99.5	98.4
Trucks	0	4	7	11	6	0	7	13	0	8	1	9	0	0	1	1	34
% Trucks	0	0.6	5.6	1.3	4.3	0	2.7	2.9	0	1.8	3.2	1.5	0	0	1	0.5	1.6



TRAFFIC DATA COLLECTION

File Name : Southport(NC 211 and NC 87)
 Site Code :
 Start Date : 1/13/2022
 Page No : 2

	NC 211 Southbound				NC 87 Westbound				NC 211 Northbound				Rober Raurk Drive Eastbound				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 08:00 AM																	
08:00 AM	11	77	13	101	17	5	42	64	16	63	11	90	7	4	15	26	281
08:15 AM	15	95	15	125	17	6	26	49	21	58	4	83	9	8	12	29	286
08:30 AM	15	80	16	111	24	11	27	62	21	74	4	99	11	6	9	26	298
08:45 AM	13	108	11	132	16	9	42	67	28	71	3	102	7	6	16	29	330
Total Volume	54	360	55	469	74	31	137	242	86	266	22	374	34	24	52	110	1195
% App. Total	11.5	76.8	11.7		30.6	12.8	56.6		23	71.1	5.9		30.9	21.8	47.3		
PHF	.900	.833	.859	.888	.771	.705	.815	.903	.768	.899	.500	.917	.773	.750	.813	.948	.905





TRAFFIC DATA COLLECTION

File Name : Southport(NC 211 and NC 87
 Site Code :
 Start Date : 1/13/2022
 Page No : 1

Groups Printed- Cars + - Trucks

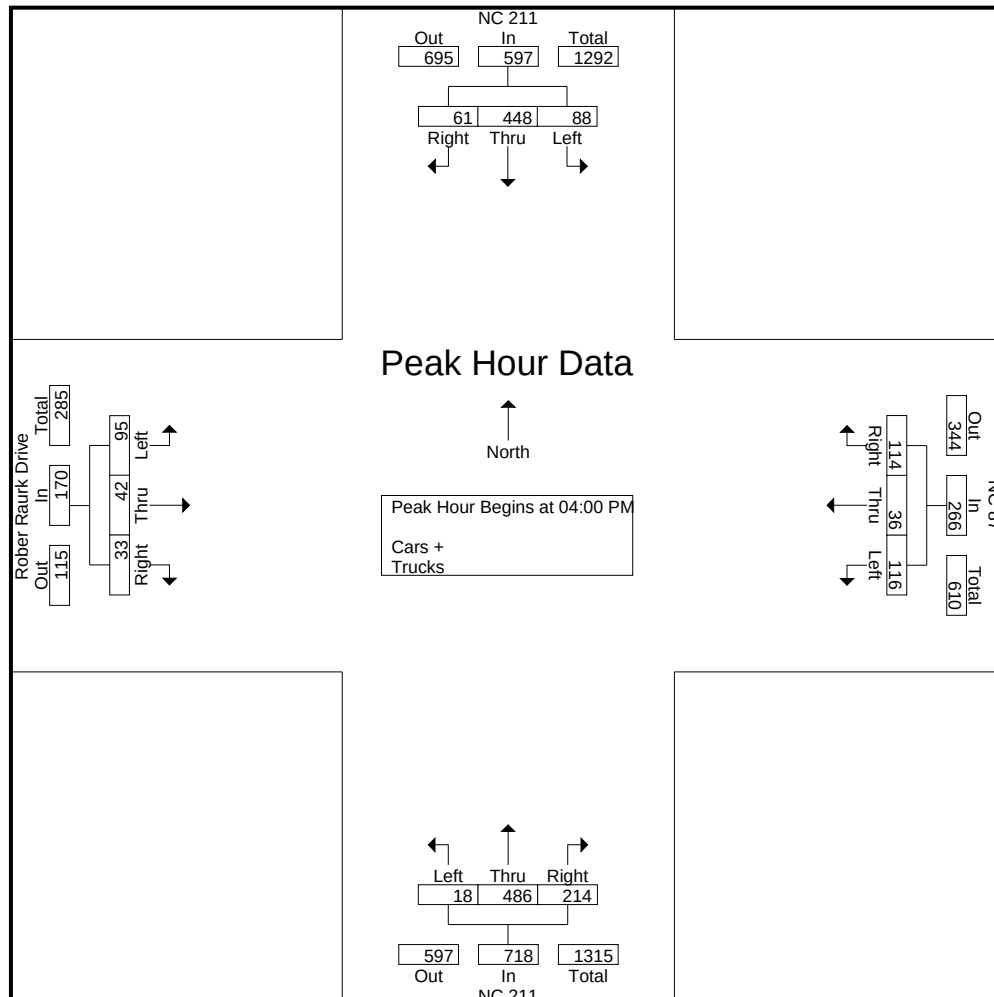
	NC 211 Southbound				NC 87 Westbound				NC 211 Northbound				Rober Raurk Drive Eastbound				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
04:00 PM	20	110	22	152	36	11	33	80	64	126	3	193	8	14	26	48	473
04:15 PM	7	104	21	132	24	11	39	74	56	133	5	194	8	8	24	40	440
04:30 PM	17	112	21	150	32	10	22	64	61	118	2	181	7	8	26	41	436
04:45 PM	17	122	24	163	22	4	22	48	33	109	8	150	10	12	19	41	402
Total	61	448	88	597	114	36	116	266	214	486	18	718	33	42	95	170	1751
05:00 PM	15	102	20	137	27	16	35	78	52	99	10	161	14	10	31	55	431
05:15 PM	14	139	22	175	25	5	31	61	32	139	12	183	15	12	26	53	472
05:30 PM	17	87	12	116	30	5	19	54	54	120	5	179	11	9	24	44	393
05:45 PM	18	111	27	156	24	1	18	43	24	73	8	105	2	10	23	35	339
Total	64	439	81	584	106	27	103	236	162	431	35	628	42	41	104	187	1635
Grand Total	125	887	169	1181	220	63	219	502	376	917	53	1346	75	83	199	357	3386
Apprch %	10.6	75.1	14.3		43.8	12.5	43.6		27.9	68.1	3.9		21	23.2	55.7		
Total %	3.7	26.2	5	34.9	6.5	1.9	6.5	14.8	11.1	27.1	1.6	39.8	2.2	2.5	5.9	10.5	
Cars +	125	886	167	1178	219	63	219	501	376	917	53	1346	75	83	198	356	3381
% Cars +	100	99.9	98.8	99.7	99.5	100	100	99.8	100	100	100	100	100	100	99.5	99.7	99.9
Trucks	0	1	2	3	1	0	0	1	0	0	0	0	0	0	1	1	5
% Trucks	0	0.1	1.2	0.3	0.5	0	0	0.2	0	0	0	0	0	0	0.5	0.3	0.1



TRAFFIC DATA COLLECTION

File Name : Southport(NC 211 and NC 87)
 Site Code :
 Start Date : 1/13/2022
 Page No : 2

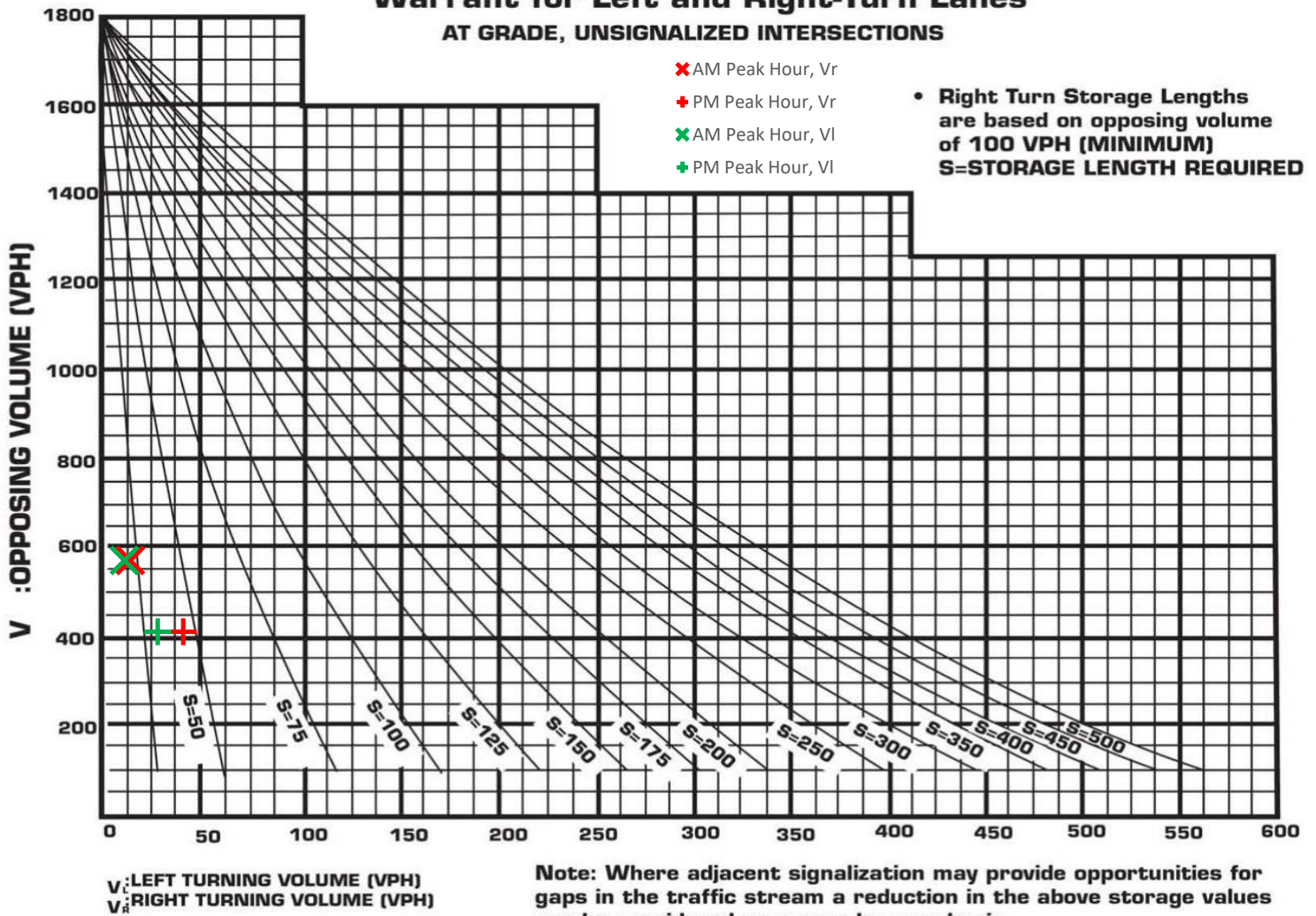
	NC 211 Southbound				NC 87 Westbound				NC 211 Northbound				Rober Raurk Drive Eastbound				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:00 PM																	
04:00 PM	20	110	22	152	36	11	33	80	64	126	3	193	8	14	26	48	473
04:15 PM	7	104	21	132	24	11	39	74	56	133	5	194	8	8	24	40	440
04:30 PM	17	112	21	150	32	10	22	64	61	118	2	181	7	8	26	41	436
04:45 PM	17	122	24	163	22	4	22	48	33	109	8	150	10	12	19	41	402
Total Volume	61	448	88	597	114	36	116	266	214	486	18	718	33	42	95	170	1751
% App. Total	10.2	75	14.7		42.9	13.5	43.6		29.8	67.7	2.5		19.4	24.7	55.9		
PHF	.763	.918	.917	.916	.792	.818	.744	.831	.836	.914	.563	.925	.825	.750	.913	.885	.925



Supporting Documentation

Peak Hour	Volumes		Peak Hour	Volumes	
	Opposing	Lefts		Opposing	Rights
AM	569	8	AM	569	11
PM	408	25	PM	408	38

Warrant for Left and Right-Turn Lanes AT GRADE, UNSIGNALIZED INTERSECTIONS



DAVENPORT

TURN LANE WARRANT SUMMARY

SITE ACCESS AT NC 87

Query

Filter

DATA SOURCE:

Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:

210



LAND USE GROUP:

(200-299) Residential

LAND USE :

210 - Single-Family Detached Housing

LAND USE SUBCATEGORY:

All Sites

SETTING/LOCATION:

General Urban/Suburban

INDEPENDENT VARIABLE (IV):

Dwelling Units

TIME PERIOD:

Weekday

TRIP TYPE:

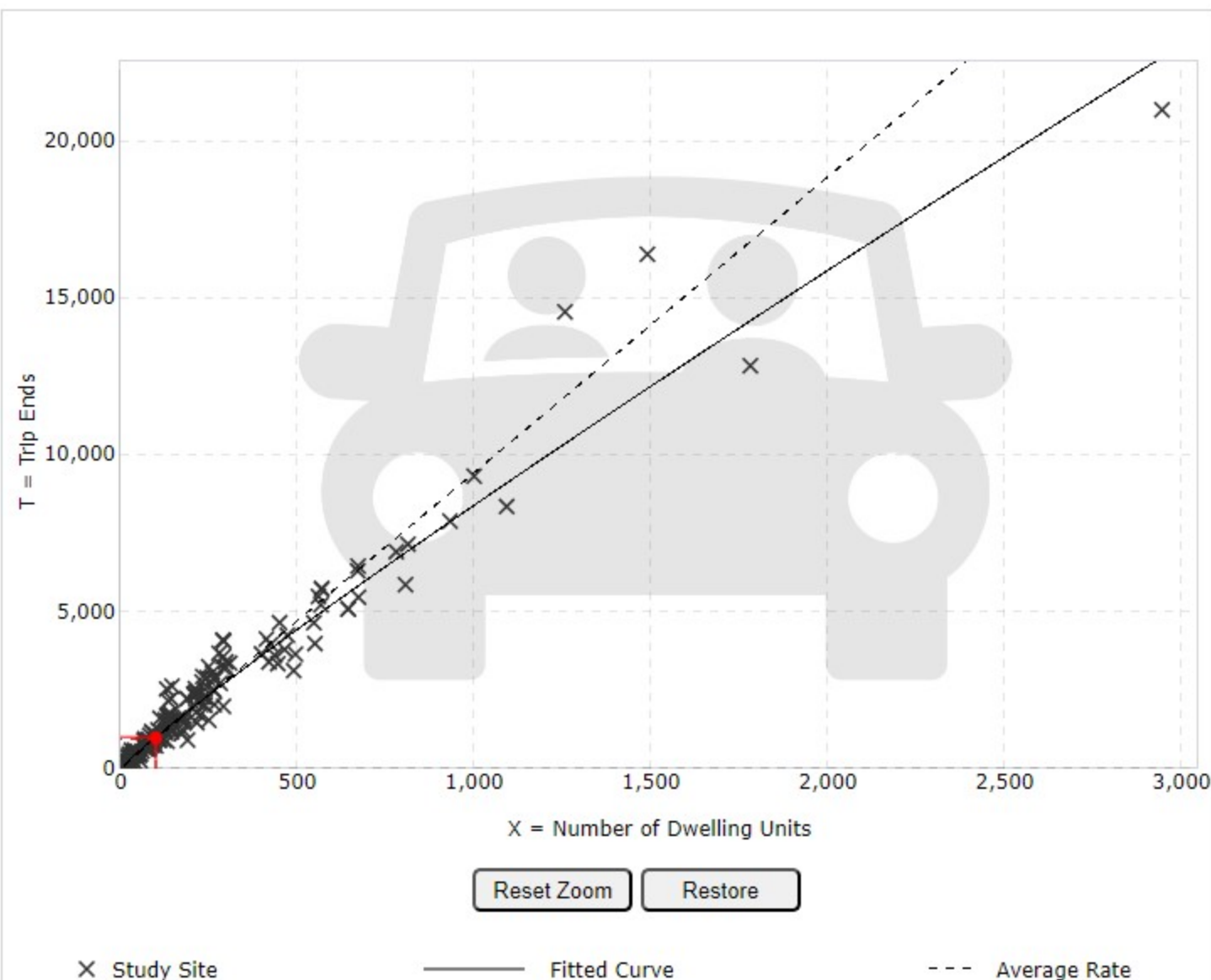
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:

100

Calculate

Data Plot and Equation



DATA STATISTICS

Land Use:

Single-Family Detached Housing (210) [Click for Description and Data Plots](#)

Independent Variable:

Dwelling Units

Time Period:

Weekday

Setting/Location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

174

Avg. Num. of Dwelling Units:

246

Average Rate:

9.43

Range of Rates:

4.45 - 22.61

Standard Deviation:

2.13

Fitted Curve Equation:

 $\ln(T) = 0.92 \ln(X) + 2.68$ R^2 :

0.95

Directional Distribution:

50% entering, 50% exiting

Calculated Trip Ends:

Average Rate: 943 (Total), 472 (Entry), 471 (Exit)

Fitted Curve: 1009 (Total), 505 (Entry), 504 (Exit)

Query

Filter

DATA SOURCE:

Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:

210



LAND USE GROUP:

(200-299) Residential

LAND USE :

210 - Single-Family Detached Housing

LAND USE SUBCATEGORY:

All Sites

SETTING/LOCATION:

General Urban/Suburban

INDEPENDENT VARIABLE (IV):

Dwelling Units

TIME PERIOD:

Weekday, Peak Hour of Adjacent Street Traffic

TRIP TYPE:

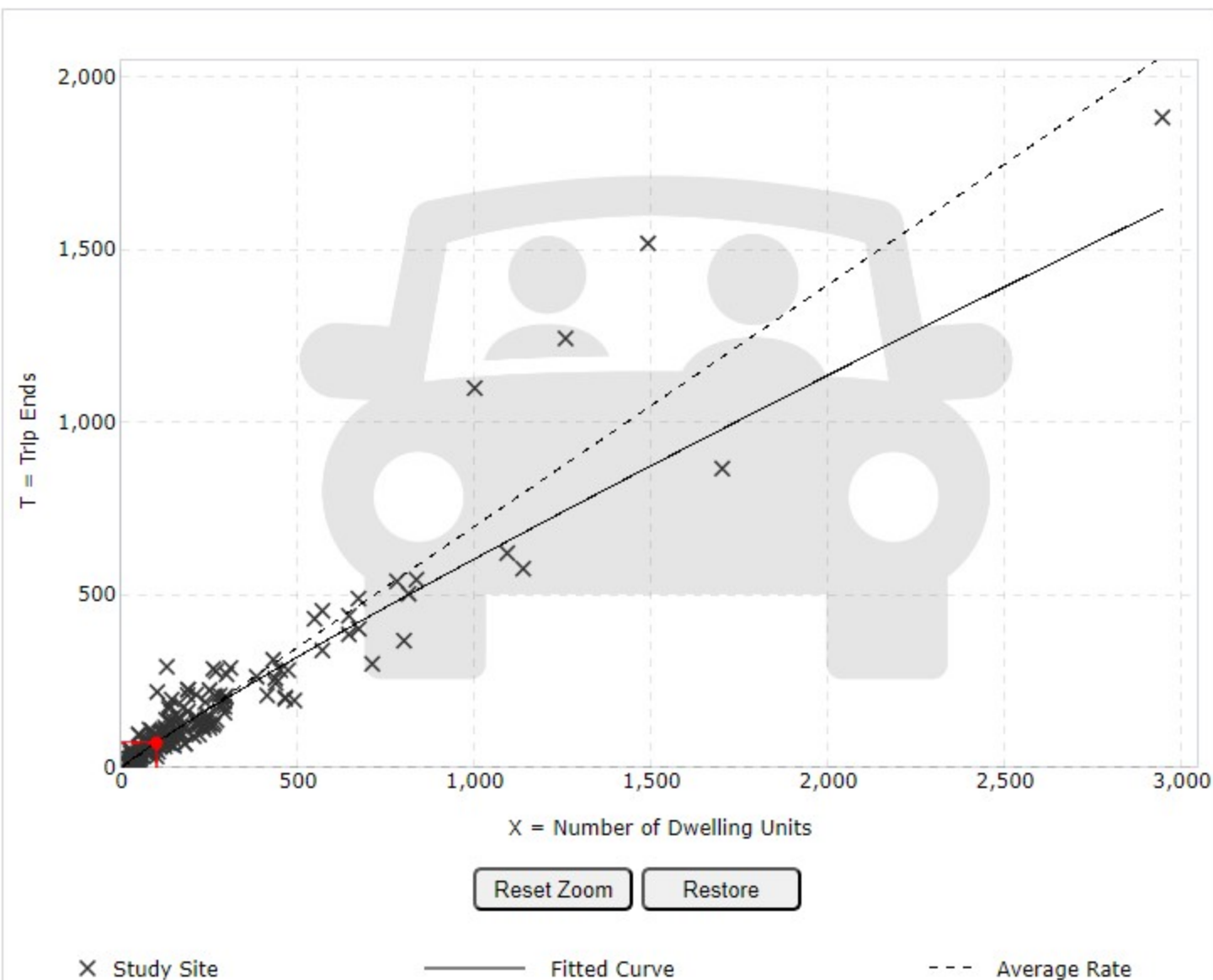
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:

100

Calculate

Data Plot and Equation



DATA STATISTICS

Land Use:

Single-Family Detached Housing (210) [Click for Description and Data Plots](#)

Independent Variable:

Dwelling Units

Time Period:

Weekday

Peak Hour of Adjacent Street Traffic
One Hour Between 7 and 9 a.m.

Setting/Location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

192

Avg. Num. of Dwelling Units:

226

Average Rate:

0.70

Range of Rates:

0.27 - 2.27

Standard Deviation:

0.24

Fitted Curve Equation:

 $\ln(T) = 0.91 \ln(X) + 0.12$ R²:

0.90

Directional Distribution:

25% entering, 75% exiting

Calculated Trip Ends:

Average Rate: 70 (Total), 18 (Entry), 52 (Exit)

Fitted Curve: 74 (Total), 19 (Entry), 55 (Exit)

Query

Filter

DATA SOURCE:

Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:

210



LAND USE GROUP:

(200-299) Residential

LAND USE :

210 - Single-Family Detached Housing

LAND USE SUBCATEGORY:

All Sites

SETTING/LOCATION:

General Urban/Suburban

INDEPENDENT VARIABLE (IV):

Dwelling Units

TIME PERIOD:

Weekday, Peak Hour of Adjacent Street Traffic

TRIP TYPE:

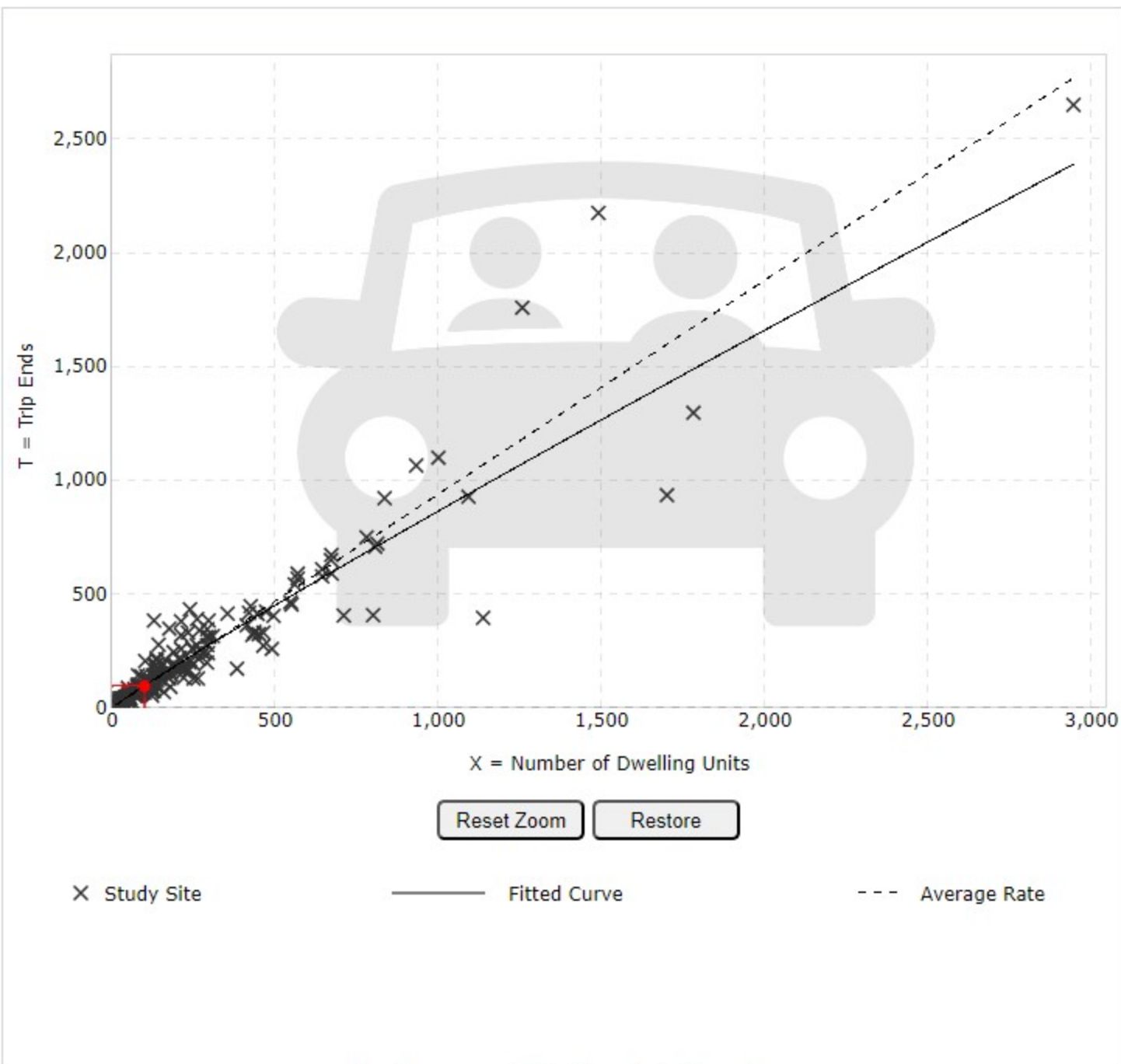
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:

100

Calculate

Data Plot and Equation



DATA STATISTICS

Land Use:

Single-Family Detached Housing (210) [Click for Description and Data Plots](#)

Independent Variable:

Dwelling Units

Time Period:

Weekday

Peak Hour of Adjacent Street Traffic
One Hour Between 4 and 6 p.m.

Setting/Location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

208

Avg. Num. of Dwelling Units:

248

Average Rate:

0.94

Range of Rates:

0.35 - 2.98

Standard Deviation:

0.31

Fitted Curve Equation:

 $\ln(T) = 0.94 \ln(X) + 0.27$ R²:

0.92

Directional Distribution:

63% entering, 37% exiting

Calculated Trip Ends:

Average Rate: 94 (Total), 59 (Entry), 35 (Exit)

Fitted Curve: 99 (Total), 63 (Entry), 36 (Exit)



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

January 31, 2024

Nick Liguori, PE

5917 Oleander Drive, Suite 206
Wilmington, NC 28403

RE: Approval of the Traffic Impact Analysis (TIA) associated with the proposed **Turtle Bay** in Southport, NC.

The NCDOT and City of Southport staffs have reviewed the Anderson Tract TIA dated January 2, 2024. This development consists of:

- 100 dwelling units: Single-Family Housing (LUC 210)
- Build Year: 2026

Based on review of the analysis provided in the TIA report, the following improvements are required by the developer:

NC 87 (River Road) and Site Access (proposed stop-controlled T-intersection)

- Construct site access with one ingress and one egress lane configured.
- Provide stop-control for southbound approach.
- Provide an internal protected stem of 100 feet, measured from the right-of-way.
- Construct a northbound left turn lane on NC 87 with 100 feet of storage, appropriate deceleration, and taper.
- Construct a southbound right turn lane on NC 87 with 100 feet of storage, appropriate deceleration, and taper.

If changes are made to the proposed site driveways, land uses, land use intensity, or other study parameters, or if the build year studied in the report has passed, a revised Traffic Impact Analysis will be required for review by NCDOT. Any such changes will null and void this TIA approval.

The applicant is required to obtain all applicable City of Southport and NCDOT permits for access to the road network. A copy of this TIA approval shall be included with any NCDOT driveway permit application. All applicable NCDOT and City of Southport technical standards and policies shall apply.

Please contact me at 910-398-9100 with any questions regarding this approval.
Sincerely,



Benjamin T. Hughes, PE
District Engineer
Division 3, District 3

ec: Jon Roan, Deputy District Engineer, NCDOT
Michael Bass, Assistant District Engineer, NCDOT
Frank Mike, Assistant District Engineer, NCDOT
Stonewall Mathis, PE, Division Traffic Engineer, NCDOT
Krupa Koilada, Senior Assistant Traffic Engineer, NCDOT
Bryce Cox, Assistant Traffic Engineer, NCDOT
Maureen Meehan, City Planner, City of Southport



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: June 13, 2024

DEPARTMENT: Development Services/Administration

PRESENTED BY: Maureen Meehan, City Planner and Dorrie Dutton, Assistant City Manager/City Clerk

ITEM SPONSORED BY: Development Services

ITEM/TOPIC: Annexation of the Turtle Bay property

COST: Not applicable

BUDGET LINE ITEM: Not applicable

JUSTIFICATION: The applicants are requesting to annex a 54.09-acre tract of property that is contiguous to the City limits. The property is off River Road. The annexation request is being requested in conjunction with a PUD approval. As part of the annexation request, the Board has directed the Clerk to investigate the sufficiency of the request, accepted the petition, scheduled a public hearing by resolution, and conducted the public hearing at the May 9th Board meeting. If the PUD is not approved, the applicant is withdrawing the annexation application for consideration.

IMPACT IF NOT APPROVED: If the property is not annexed, it will remain in the ETJ area.

DEPARTMENT HEAD COMMENTS: This is a policy decision by the Board.

CITY MANAGER COMMENTS: If you approve the Turtle Bay PUD, then I would suggest you move forward with the annexation.

ATTACHMENTS: 1. Signed Certificate of Sufficiency; 2. Resolution setting the Public Hearing; 3. Public hearing notice; 4. Annexation Plat; 5. Annexation Ordinance

REQUESTED ACTION: Discussion and decision.

PROPOSED MOTION: I make a motion that the Board of Aldermen approve the request for annexation for the 54.09-acre tract identified as Parcel ID# 22100017, and the annexation ordinance as presented.



ANNEXATION APPLICATION

City of Southport, NC

1029 N Howe Street, Southport, NC 28461 • Phone: (910) 457-7900 • Fax: (910) 457-7948

All applications for annexation into the City of Southport must be complete and accompanied by the application fee of \$150.00, payable in cash or by check made to the City of Southport. Annexation may also require a change in the zoning of the property. Please consult with the Planning & Zoning staff to determine whether rezoning is required. Any annexation petition that includes a rezoning will require a recommendation from the Planning Board on the rezoning before a hearing will be set by the Board of Aldermen for the Annexation. All applications must be complete and all fees must be paid in full before a petition will be forwarded to the Planning Board or Board of Aldermen. Applicants are responsible for attending all meetings where this petition will be considered.

Project Name (if applicable): Turtle Bay Subdivision

SECTION 1: APPLICANT INFORMATION

Applicant Name: Turtle Bay at Southport, LLC.

Mailing Address: 5106 Lancome Ct., Wilmington - NC 28409

Phone: 910-443-6739

Fax: N/A

Email: keymarcoconsult@aol.com
terrysando@gmail.com

SECTION 2: PROPERTY OWNER INFORMATION (if different from above) Same As Above

Owner Name(s):

Mailing Address:

Phone:

Fax:

Email:

SECTION 3: PROPERTY INFORMATION

Street Address and/or Description of Location: 1/2 mile North of the intersection of North Howe Street (NC-211) & River Road SE (NC-87), towards Rob Gandy Blvd SE (SR-1620).

Parcel Tax ID #(s): 22100017

Total Site Acres or

Square Feet: 2,356,011.2 sf or 54.09 Acres

Current Zoning District(s): Brunswick County - IG (Industrial General)

Proposed Zoning Change(s): Southport - PUD

NOTE: If any change in zoning accompanies this annexation petition, a separate rezoning application is required.

SECTION 4: VESTED RIGHTS

Do you declare vested rights? ☐ YES ☒ NO

A vested right is the right to undertake and complete an approved site specific development plan or an approved phased development plan. A site specific development plan may include any of the following plans or approvals: A planned unit development plan, a subdivision plat, a minor or major site plan, a special use permit, a conditional or any other land-use approval designation as may be utilized by the City.

When land is annexed into the City of Southport and that land has an existing vested right from a site specific development plan approved by Brunswick County or another municipality, the property owner has the right develop the property according to the site specific development plan if (1) vested rights are declared at the time of annexation, (2) proof of such right is provided, and (3) the City determines based on the information provided that such right exists.

If you declare vested rights, please describe those rights in writing (use additional sheets as necessary):

If you declare vested rights, you must submit evidence of such right with this application. Evidence must be in sufficient detail to determine whether such right exists and the extent of such right. Necessary information may include an approved building permit, development permit, special use permit, site plan, preliminary plat, or PUD Site Plan.

SECTION 5: MUNICIPAL CONTIGUITY

An area is deemed contiguous if it either abuts directly on the primary Town boundary or is separated from the Town boundary by a street or street right-of-way, a creek or river, or the right-of-way of a railroad or other public service corporation, lands owned by the municipality or some other political subdivision, or lands owned by the State of North Carolina. An area is not deemed contiguous if it abuts the boundary of a non-contiguous municipal area.

Is the territory petitioned for annexation contiguous to the primary boundary of the City of Southport?:

☒ Contiguous ☐ Non-Contiguous

SECTION 6: SUPPLEMENTAL INFORMATION REQUIRED

Each annexation application use must include:

- A complete contiguous or non-contiguous annexation petition, signed by all owners of property included in the annexation territory.
- An application fee of \$150.00 with the application.
- One (1) 18" X 24" Mylar annexation map bearing the seal of a licensed surveyor.
- Two (2) paper copies of the sealed annexation map.
- One digital copy of the annexation map.
- One (1) paper copy of a legal metes and bounds description of the property bearing the seal of a licensed surveyor.
- One (1) electronic text document of the legal metes and bounds description
- One (1) paper copy of evidence of ownership (i.e. deed).
- Evidence of vested rights, if claimed.
- A notarized letter of authorization, if acting as the agent for the property owner(s).

SECTION 7: APPLICANT/OWNER SIGNATURE

In filing this Annexation Application, I hereby certify that I am authorized to submit this application and that all of the information presented in this application is accurate to the best of my knowledge, information, and belief.

Signature: _____

James S. Arto

Date: _____

7-25-2023

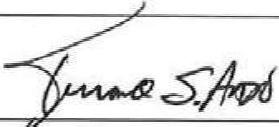
Petition Requesting Voluntary Contiguous Annexation

TO THE BOARD OF ALDERMEN OF THE CITY OF SOUTHPORT, NORTH CAROLINA:

1. We the undersigned owner(s) of real property respectfully request that the area described in paragraph 2 below be annexed to the CITY OF SOUTHPORT.
2. The area to be annexed is contiguous to the City of Southport and the boundaries of such territory are described in the attached metes and bounds description (Exhibit "A") and annexation map (Exhibit "B"), attached hereto and incorporated herein by reference.

Vested rights, with respect to such property, have not been established, under N.C.G.S. 160A385.1, except as described in Exhibit "C", attached hereto and incorporated herein by reference.

Respectfully,

Printed Name	Mailing Address	Parcel ID #s)	Vested Rights?	Signature	Date
Terrance Ando - President (Turtle Bay at Southport, LLC.)	5106 Lancome Ct. Wilmington, NC - 28409	22100017	☐ Yes ☒ No		7-25-2023
			☐ Yes ☐ No		
			☐ Yes ☐ No		
			☐ Yes ☐ No		
			☐ Yes ☐ No		
			☐ Yes ☐ No		
			☐ Yes ☐ No		



1144 Shipyard Blvd.
Wilmington, NC 28412
910-791-0080 - phone
portcitylandsurveying@gmail.com
Firm License# P-1493

July 25, 2023

Re: Parcel 22100017 on River Road (NC Hwy 87), Southport, NC.

Legal Description

Beginning at an existing iron pipe at the intersection of the western Right-of-way of River Road (NC Hwy 87) and the southern line of Old Baker Avenue (believed to be a prescriptive easement) having NC Grid '83 coordinates Northing 71,793.2402 ft and Easting 2,296,296.7202 ft the POINT OF BEGINNING. Said point is also the northeast corner of Lot 1, Plat Book 11 Page 59, Brunswick County Register of Deeds;

Thence along the northern line of Lot 1, Plat Book 11 Page 59 N 87°20'15"W 393.47 feet to an existing iron pipe pinched;

Thence along the northern line of Robin D. Swain et al (Deed Book 1845 Page 985, Plat Book 6 Page 167) N 86°12'11"W 560.99 ft to an existing iron rod;

Thence the following four courses and distances along the boundary line of Delores Yvonne Adams (Deed Book 3208 Page 1205, Map Cabinet 21 Page 386, Map Cabinet 36 Page 526) (1) N 11°10'51"E 468.99 ft to an existing iron rod; (2) N 72°45'07"W 253.01 ft to an existing iron pipe; (3) S 46°52'56"W 341.73 ft to an existing iron pipe; (4) N 25°36'08"W 28.15 feet to an existing iron pipe;

Thence along the end of Right-of-way of Sandy Lane recorded in Map Cabinet 56 Page 43, N 28°20'29"W 30.46 feet to an existing iron pipe;

Thence along the eastern line of a sewer lift station lot recorded in Map Cabinet 56 Page 43, N 27°01'51"W 82.95 feet to an existing iron pipe;

Thence the following two courses and distances along the eastern and northern boundary line of Goldstar Business Services Inc, recorded in Deed Book 4816 Page 1040, (1) N 07°12'07"W 259.52 ft to an existing iron pipe, (2) N 77°33'00"W 504.32 ft to an existing iron pipe;

Thence along the northeastern line of Jambev Realty Inc, recorded in Deed Book 4681 Page 1186, N 07°20'43"W 114.03 feet to an existing iron pipe in the southern line of Duke Energy Progress, Inc recorded in Deed Book 4554 Page 461;

Thence along the southern line of Duke Energy Progress N 55°14'22"E 1494.33 ft to an existing iron pipe pinched;

Thence the following three courses and distances along the western line of Clay Hill Boat & RV Boat Storage LLC recorded in Deed Book 3965 Page 502, (1) S 78°06'01"E 221.42 ft to a new iron rod set; (2) N 59°01'41"E 12.51 ft to a new iron rod set, (3) S 20°15'29"E 59.79 ft to a new iron rod set;

Thence the following four courses and distances along the western and southern line of Frederick C. Hartman Rev Trust (1) S 20°27'57"E 213.05 ft to an existing iron pipe; (2) N 82°57'42"E 216.68 ft to an existing iron pipe, (3) S 87°09'42"E 93.00 feet to a point, (4) N 84°39'18"E 178.96 ft to an existing iron pipe on the western Right-of-Way of NC Hwy 87; Note: calls (2) (3) (4) follow the run of Clay Bottom Branch;

Thence along the western Right-of-Way of NC Hwy 87 the following ten courses and distances:

- (1) a curve being concave to the right having a radius of 1878.87 feet and a chord bearing and distance of S 04°28'35"E 728.72 ft to a point;
- (2) S 06°40'54"W 140.35 ft to a point;
- (3) S 06°28'00"W 197.53 ft to a point;
- (4) S 07°02'24"W 205.26 feet to an NCDOT Right-of-Way Disc;
- (5) S 04°33'17"W 13.89 feet to an existing iron pipe;
- (6) S 04°33'17"W 18.66 feet to an NCDOT Right-of-Way Disc;
- (7) S 07°24'53"W 136.52 feet to an NCDOT Right-of-Way Disc;
- (8) N 83°07'33"W 34.95 feet to an NCDOT Right-of-Way Disc;
- (9) S 06°55'12"W 39.54 feet to an NCDOT Right-of-Way Disc;
- (10) A curve being concave to the right having a radius of 1824.86 ft and a chord bearing and distance of S 08°17'24"W 90.21 ft to an exist iron pipe, the POINT OF BEGINNING and containing approximately 54.09 acres as shown on Annexation Plat by Port City Land Surveying, PLLS, dated July 25, 2023.



Steven L. Buie, PLS L-3402
President





STATE OF NORTH CAROLINA

INSTRUMENT OF COMBINATION

COUNTY OF BRUNSWICK

Prepared by: The Law Office of Ryan W. Johnson, P.L.L.C.

This Instrument of Combination is made this the 13 day of July 2023 by the owners, Turtle Bay at Southport, LLC (aka Turtle Bay of Southport, LLC), whose mailing address is 5106 Lancome Court, Wilmington, NC 28409.

WITNESSETH:

WHEREAS, the maker of this Instrument of Combination presently owns tax parcel 22100016 (13.91 Acres) and tax parcel 22100017 (39.78 Acres) River Road SE, Southport, Brunswick County, North Carolina, by virtue of Deed recorded in recorded in Book 4598 At Page 224 and Book 4950 at Page 377 of the Brunswick County Registry; and

WHEREAS, the owner wishes to consolidate 13.91 Acres and 39.78 Acres Tracts, into single lot and tax parcel for compliance with all applicable provisions of the Brunswick County Zoning and Subdivision Ordinances and the City of Southport Zoning and Subdivision Ordinances and regulations, and all taxation, and assessment purposes only; and

WHEREAS, this is a limited special purpose instrument for the purpose specified above and is not a conveyance and not a re-platting of the property and does not change or modify in any manner the ownership interest in the above-mentioned property; and

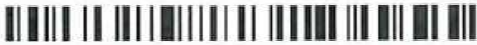
WHEREAS, upon execution and recording of this Instrument of Combination 13.91 Acres and 39.78 Acres Tracts are hereby combined into a single parcel for tax and assessment, and Zoning and Subdivision Ordinance purposes. Description is as follows:

BEING ALL OF that 54.09 Acre Tract as shown on Plat of Survey known as "Recombination Plat for Turtle Bay at Southport, LLC" and recorded in Map Cabinet 143 at Page 47, of the Brunswick County Registry. Reference to said plat is hereby made for a more particular description of the property.

IN WITNESS WHEREOF, the maker has hereunto set his or her hand and seal the day and year first above written.

Turtle Bay of Southport, LLC

Terrence S. Ando, President



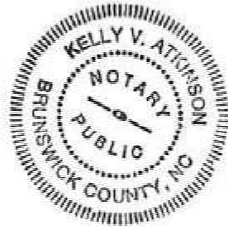
STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

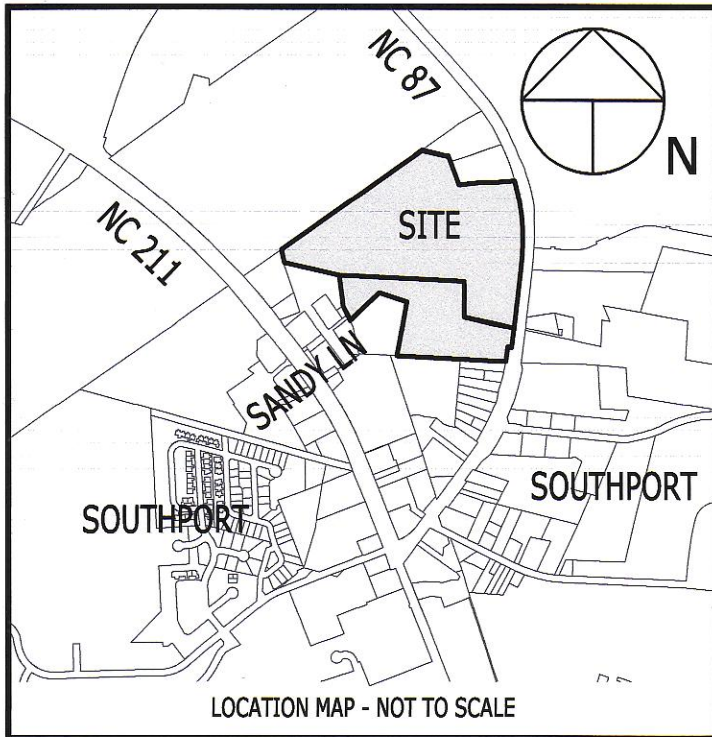
I, Kelly V. Atkinson, a Notary Public of said County and State, do hereby certify that **Terrence S. Ando, President of Turtle Bay at Southport, LLC**, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal or stamp, this 13 day of July 2023.

{STAMP OR SEAL}

Notary Public Kelly V. Atkinson
My Commission Expires 5/12/27





LEGEND	
	PROPERTY LINE
	ADJOINERS LINE
	CENTER LINE
	RIGHT OF WAY
	EASEMENT
	LOT CORNER
	CHORD
	COMPUTED POINT
	EXISTING CONCRETE MONUMENT
	EXISTING IRON PIPE
	EXISTING IRON PIPE PINCHED
	EXISTING IRON ROD
	MAP CABINET, PAGE
	NEW IRON ROD SET
	OVERHEAD WIRE(S)
	POWER POLE
	RE-INFORCED CONCRETE PIPE

THE PREMISES IS WITHIN A NON-FLOOD HAZARD AREA (ZONE 'X')
ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR TOWN OF
SOUTHPORT, BRUNSWICK COUNTY, NORTH CAROLINA (COMMUNITY
PANEL No. 370028 2097 K, EFFECTIVE 08-28-2018).

CERTIFICATE OF OWNERSHIP:

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY
SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE
SUBDIVISION JURISDICTION OF THE CITY OF SOUTHPORT AND
THAT I HEREBY ADOPT THIS PLAN OF ANNEXATION WITH MY
FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES
AS NOTED.

OWNER _____ DATE _____

N.C. GRID - NAD '83
GPS SURVEY DEC. 2022

GENERAL NOTES:

- 1) PARCEL PINS: 2097-19-52-6156 AND 2097-19-52-6807.
- 2) ALL DISTANCES SHOWN ARE HORIZONTAL GROUND MEASURED IN FEET UNLESS OTHERWISE NOTED.
- 3) THIS MAP WAS DRAWN WITHOUT THE BENEFIT OF A COMPLETE TITLE SEARCH. THE OWNERSHIP INFORMATION WAS OBTAINED FROM THE TAX RECORDS OF THE COUNTY REGISTRY.
- 4) AREAS COMPUTED BY COORDINATE METHOD.
- 5) PROPERTY ZONE: HC (200' OF ROAD FRONTAGE), R-20 REMAINING LAND.
- 6) NO VISIBLE GRAVES OR HEAD STONES OBSERVED AT THE TIME OF SURVEY.
- 7) NC85 MILLER NOT FOUND - BELIEVED TO HAVE BEEN DESTROYED BY CONSTRUCTION.

TITLE REFERENCES
D.B. 4598, PG. 224;
D.B. 3016, PG. 470;
D.B. 613, PG. 959;
D.B. 1845, PG. 985;
M.C. 6, PG. 167;
D.B. 1159, PG. 41;
D.B. 3802, PG. 1205;
M.C. 21, PG. 386;
M.C. 36, PG. 526;
M.C. 56, PG. 43;
D.B. 1538, PG. 54;
D.B. 3725, PG. 454;
D.B. 4198, PG. 495;
D.B. 4554, PG. 461;
M.C. 63, PG. 27;
D.B. 3965, PG. 502;
M.C. 106, PG. 15;
D.B. 4950, PG. 377;
D.B. 5043, PG. 1074;
BRUNSWICK COUNTY REGISTRY.

CERTIFICATE OF APPROVAL FOR RECORDING:

I HEREBY CERTIFY THAT THE ANNEXATION PLAT SHOWN HEREON
HAS BEEN FOUND TO COMPLY WITH THE REGULATIONS OF THE
CITY OF SOUTHPORT FOR RECORDING IN THE OFFICE OF THE
REGISTER OF DEEDS OF BRUNSWICK COUNTY.

JUDO ADMINISTRATOR _____ DATE _____

CERTIFICATE OF REGISTRATION BY REGISTER OF DEEDS BRUNSWICK COUNTY NORTH CAROLINA

FILED FOR REGISTRATION ON THE _____ DAY OF _____ JULY _____
2023 AT _____ A.M./P.M. AND DULY RECORDED IN MAP CABINET
_____ AT PAGE _____

BRENDA M. CLEMMONS
REGISTER OF DEEDS

REVIEW OFFICER CERTIFICATE

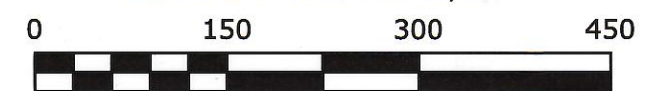
I, _____ REVIEW OFFICER OF THE TOWN OF
SOUTHPORT, N.C. CERTIFY THAT THE MAP TO
WHICH THIS CERTIFICATE IS AFFIXED MEETS ALL
STATUTORY REQUIREMENTS FOR RECORDING.

DATE _____ MAP REVIEW OFFICER _____

ANNEXATION PLAT FOR

TURTLE BAY AT SOUTHPORT LLC

PARCEL 22100017
RIVER ROAD SE - N.C. HIGHWAY 87
SOUTHPORT, NC 28461
SMITHVILLE TOWNSHIP
BRUNSWICK COUNTY, NORTH CAROLINA
SCALE 1"= 150' DATE: JULY 25, 2023



PORT CITY
LAND SURVEYING, PLLC

FIRM LICENSE No. P-1493

1144 SHIPYARD BOULEVARD
WILMINGTON, NORTH CAROLINA 28412
(910) 791-0080

CAD: SLB
PROJECT: 22-0461

I, STEVEN L. BUIE, CERTIFY:
THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE
RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED
SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF
SUBDIVISION PER G.S. 47-30 (F)(11)(D);
I, STEVEN L. BUIE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER
MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY
SUPERVISION; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY
INDICATED AS DRAWN FROM INFORMATION FOUND IN (SEE TITLE
REFERENCES); THAT THE RATIO OF PRECISION OR POSITIONAL
ACCURACY AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS
PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS
MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS
25th DAY OF JULY, 2023.



Steven L. Bui
STEVEN L. BUIE, PLS L-3402

LINE	BEARING	DISTANCE
L1	N 25°36'08" W	28.15'
L2	N 28°20'29" W	30.46'
L3	N 27°01'51" W	82.95'

G. EARL CLEWIS ET UX
D.B. 1159 PG. 41
P.B. 6, PG. 167

ROBIN D. SWAIN ET AL
D.B. 1845 PG. 985
P.B. 6, PG. 167

LOT 1
P.B. 11, PG. 59
CAROLYN HANKINS
D.B. 674 PG. 570

LOT 2
P.B. 11, PG. 59

OWNER OF RECORD:
TURTLE BAY AT SOUTHPORT LLC
5106 LANCOME CT
WILMINGTON, NC 28409-2735



Certificate of Sufficiency-ANX #24-01

Parcel ID: 22100017

To the Board of Aldermen of the City of Southport, North Carolina:

I, Dorothy Dutton, City Clerk, do hereby certify that I investigated the petition attached hereto and have found as a fact in accordance with N.C.G.S. 160A-31:

1. The description is adequate to locate the property on the ground.
2. A search of the tax records and the grantor index of the Register of Deeds supports that the property has not been conveyed to another property owner. (DB 5043, PG 1074)
3. Each identified heir/owner has signed the petition and provided their address.
4. The property is contiguous to existing city limits.

In witness whereof, I have hereunto set my hand and affixed the Seal of the City of Southport, this 11th day of April 2024.

Dorothy Dutton, City Clerk
Assistant City Manager





**CITY OF SOUTHPORT BOARD OF ALDERMEN
RESOLUTION FIXING DATE OF PUBLIC HEARING ON
ANNEXATION #24-01 PURSUANT TO N.C.G.S. 160A-31 FOR CONTIGUOUS
ANNEXATION OF
PARCEL ID# 22100017**

WHEREAS a petition requesting annexation of the area described herein has been received; and

WHEREAS certification by the City Clerk as to the sufficiency of the petition has been made; and

WHEREAS, the Board of Aldermen has by resolution accepted the City Clerk's Certificate of Sufficiency investigating the sufficiency of the petition.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Southport, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held at the City of Southport Community Building at 6:00 PM on the 9th of May 2024.

Section 2. The area proposed for annexation is described as follows:

Parcel 22100017

Beginning at an existing iron pipe at the intersection of the western Right-of-way of River Road (NC Hwy 87) and the southern line of Old Baker Avenue (believed to be a prescriptive easement) having NC Grid '83 coordinates Northing 71,793.2402 ft and Easting 2,296,296.7202 ft the POINT OF BEGINNING. Said point is also the northeast corner of Lot 1, Plat Book 11 Page 59, Brunswick County Register of Deeds;

Thence along the northern line of Lot 1, Plat Book 11 Page 59 N 87°20' 15"W 393.47 feet to an existing iron pipe pinched;

Thence along the northern line of Robin D. Swain et al (Deed Book 1845 Page 985, Plat Book 6 Page 167) N 86°12' 11" W 560.99 ft to an existing iron rod;

Thence the following four courses and distances along the boundary line of Delores Yvonne Adams (Deed Book 3208 Page 1205, Map Cabinet 21 Page 386, Map Cabinet 36 Page 526) (1) N 11°10' 51" E 468.99 ft to an existing iron rod; (2) N 72°45' 07" W 253.01 ft to an existing iron pipe; (3) S 46°52' 56"W 341.73 ft to an existing iron pipe; (4) N 25°36' 08 "W 28.15 feet to an existing iron pipe;

Thence along the end of Right-of-way of Sandy Lane recorded in Map Cabinet 56 Page 43, N 28°20' 29"W 30.46 feet to an existing iron pipe;

Thence along the eastern line of a sewer lift station lot recorded in Map Cabinet 56 Page 43, N 27 i 01' 51 "W 82.95 feet to an existing iron pipe;

Thence the following two courses and distances along the eastern and northern boundary line of Goldstar Business Services Inc, recorded in Deed Book 4816 Page 1040, (1) N 07° 12' 07" W 259.52 ft to an existing iron pipe, (2) N 77° 33' 00" W 504.32 ft to an existing iron pipe;

Thence along the northeastern line of Jambev Realty Inc, recorded in Deed Book 4681 Page 1186, N 07° 20' 43" W 114.03 feet to an existing iron pipe in the southern line of Duke Energy Progress, Inc recorded in Deed Book 4554 Page 461;

Thence along the southern line of Duke Energy Progress N 55° 14' 22" E 1494.33 ft to an existing iron pipe pinched;

Thence the following three courses and distances along the western line of Clay Hill Boat & RV Boat Storage LLC recorded in Deed Book 3965 Page 502, (1) S 78° 06' 01" E 221.42 ft to a new iron rod set; (2) N 59° 01' 41" E 12.51 ft to a new iron rod set, (3) S 20° 15' 29" E 59.79 ft to a new iron rod set;

Thence the following four courses and distances along the western and southern line of Frederick C. Hartman Rev Trust (1) S 20° 27' 57" E 213.05 ft to an existing iron pipe; (2) N 82° 57' 42" E 216.68 ft to an existing iron pipe, (3) S 87° 09' 42" E 93.00 feet to a point, (4) N 84° 39' 18" E 178.96 ft to an existing iron pipe on the western Right-of-Way of NC Hwy 87; Note: calls (2) (3) (4) follow the run of Clay Bottom Branch;

Thence along the western Right-of-Way of NC Hwy 87 the following ten courses and distances:

- (1) a curve being concave to the right having a radius of 1878.87 feet and a chord bearing and distance of S 04° 28' 35" E 728.72 ft to a point;*
- (2) S 06° 40' 54" W 140.35 ft to a point;*
- (3) S 06° 28' 00" W 197.53 ft to a point;*
- (4) S 07° 02' 24" W 205.26 feet to an NCDOT Right-of-Way Disc;*
- (5) S 04° 33' 17" W 13.89 feet to an existing iron pipe;*
- (6) S 04° 33' 17" W 18.66 feet to an NCDOT Right-of-Way Disc;*
- (7) S 07° 24' 53" W 136.52 feet to an NCDOT Right-of-Way Disc;*
- (8) N 83° 07' 33" W 34.95 feet to an NCDOT Right-of-Way Disc;*
- (9) S 06° 55' 12" W 39.54 feet to an NCDOT Right-of-Way Disc;*
- (10) A curve being concave to the right having a radius of 1824.86 ft and a chord bearing and distance of S 08° 17' 24" W 90.21 ft to an exist iron pipe, the POINT OF BEGINNING and containing approximately 54.09 acres as shown on Annexation Plat by Port City Land Surveying, PLLS, dated July 25, 2023.*

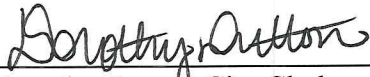
Section 3. Notice of the public hearing shall be published in *The State Port Pilot*, a newspaper having general circulation in the City of Southport and on the City of Southport's website, at least (10) days prior to the date of the public hearing.

Adopted this the 11th day of March 2024.



Rich Alt, Mayor
City of Southport

ATTEST:



Dorothy Dutton, City Clerk
Assistant City Manager



**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF
SOUTHPORT, NORTH CAROLINA
ANX# 24-01**

WHEREAS, the City of Southport has been petitioned under G.S. 160A-31 to annex the area described below; and

WHEREAS, the Board of Aldermen has by resolution directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, the City Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the Southport Community Building at 6:00 p.m. on May 9, 2024, after due notice by publication April 24, 2024, and May 1, 2024; and

WHEREAS, the Board of Aldermen finds that the petition meets the requirements of G.S. 160A-31.

NOW, THEREFORE, BE IT ORDAINED, by the Board of Aldermen of the City of Southport, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the City of Southport as of June 13, 2024:

Parcel 22100017

Beginning at an existing iron pipe at the intersection of the western Right-of-way of River Road (NC Hwy 87) and the southern line of Old Baker Avenue (believed to be a prescriptive easement) having NC Grid '83 coordinates Northing 71,793.2402 ft and Easting 2,296,296.7202 ft the POINT OF BEGINNING. Said point is also the northeast corner of Lot 1, Plat Book 11 Page 59, Brunswick County Register of Deeds;

Thence along the northern line of Lot 1, Plat Book 11 Page 59 N 87°20' 15"W 393.47 feet to an existing iron pipe pinched;

Thence along the northern line of Robin D. Swain et al (Deed Book 1845 Page 985, Plat Book 6 Page 167) N 86°12' 11" W 560.99 ft to an existing iron rod;

Thence the following four courses and distances along the boundary line of Delores Yvonne Adams (Deed Book 3208 Page 1205, Map Cabinet 21 Page 386, Map Cabinet 36 Page 526) (1) N 11°10'51" E 468.99 ft to an existing iron rod; (2) N 72°45'07" W 253.01 ft to an existing iron pipe; (3) S 46°52'56" W 341.73 ft to an existing iron pipe; (4) N 25°36'08" W 28.15 feet to an existing iron pipe;

Thence along the end of Right-of-way of Sandy Lane recorded in Map Cabinet 56 Page 43, N 28°20'29" W 30.46 feet to an existing iron pipe;

Thence along the eastern line of a sewer lift station lot recorded in Map Cabinet 56 Page 43, N 27°01'51" W 82.95 feet to an existing iron pipe;

Thence the following two courses and distances along the eastern and northern boundary line of Goldstar Business Services Inc, recorded in Deed Book 4816 Page 1040, (1) N 07°12'07" W 259.52 ft to an existing iron pipe, (2) N 77°33'00" W 504.32 ft to an existing iron pipe;

Thence along the northeastern line of Jambev Realty Inc, recorded in Deed Book 4681 Page 1186, N 07°20'43" W 114.03 feet to an existing iron pipe in the southern line of Duke Energy Progress, Inc recorded in Deed Book 4554 Page 461;

Thence along the southern line of Duke Energy Progress N 55°14'22" E 1494.33 ft to an existing iron pipe pinched;

Thence the following three courses and distances along the western line of Clay Hill Boat & RV Boat Storage LLC recorded in Deed Book 3965 Page 502, (1) S 78°06'01" E 221.42 ft to a new iron rod set; (2) N 59°01'41" E 12.51 ft to a new iron rod set, (3) S 20°15'29" E 59.79 ft to a new iron rod set;

Thence the following four courses and distances along the western and southern line of Frederick C. Hartman Rev Trust (1) S 20°27'57" E 213.05 ft to an existing iron pipe; (2) N 82°57'42" E 216.68 ft to an existing iron pipe, (3) S 87°09'42" E 93.00 feet to a point, (4) N 84°39'18" E 178.96 ft to an existing iron pipe on the western Right-of-Way of NC Hwy 87; Note: calls (2) (3) (4) follow the run of Clay Bottom Branch;

Thence along the western Right-of-Way of NC Hwy 87 the following ten courses and distances:

- (1) a curve being concave to the right having a radius of 1878.87 feet and a chord bearing and distance of S 04°28'35" E 728.72 ft to a point;
- (2) S 06°40'54" W 140.35 ft to a point;
- (3) S 06°28'00" W 197.53 ft to a point;
- (4) S 07°02'24" W 205.26 feet to an NCDOT Right-of-Way Disc;
- (5) S 04°33'17" W 13.89 feet to an existing iron pipe;
- (6) S 04°33'17" W 18.66 feet to an NCDOT Right-of-Way Disc;

- (7) *S 07°24' 53" W 136.52 feet to an NCDOT Right-of-Way Disc;*
- (8) *N 83°07' 33" W 34.95 feet to an NCDOT Right-of-Way Disc;*
- (9) *S 06°55' 12" W 39.54 feet to an NCDOT Right-of-Way Disc;*
- (10) *A curve being concave to the right having a radius of 1824.86 ft and a chord bearing and distance of S 08°17' 24" W 90.21 ft to an exist iron pipe, the POINT OF BEGINNING and containing approximately 54.09 acres as shown on Annexation Plat by Port City Land Surveying, PLLS, dated July 25, 2023, which is recorded in Map Cabinet _____ at page _____ of the Brunswick County Register of Deeds.*

Section 2. Upon and after June 13, 2024, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Southport and shall be entitled to the same privileges and benefits as other parts of the City of Southport. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the City of Southport shall cause to be recorded in the office of the Register of Deeds of Brunswick County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

Adopted this the 13th day of June 2024.

CITY OF SOUTHPORT

Rich Alt, Mayor
City of Southport

Dorothy Dutton
City Clerk/Assistant City Manager

{Attest}



BOARD OF ALDERMEN AGENDA ITEM SUMMARY

DATE: 06-13-2024

**DEPARTMENT: Board of Aldermen and Development
Services**

**PRESENTED BY: Dorrie Dutton, Assistant City Manager and
Maureen Meehan, City Planner**

ITEM SPONSORED BY: Development Services

ITEM/TOPIC: Topics for Possible UDO Text Amendments

COST: Not Applicable

BUDGET LINE ITEM: Not Applicable

JUSTIFICATION: At your special meeting on April 8, 2024, topics for text amendments to the UDO were presented that the Aldermen considered priorities. The amendments were sent to staff to review, research, and prioritize what could be changed now and what should wait until the comprehensive plan is complete. Staff have researched examples from other similar-sized municipalities and considered inconsistencies within the UDO for this report.

IMPACT IF NOT APPROVED: The UDO would remain the same.

DEPARTMENT HEAD COMMENTS: Staff recommends that all major text amendments be held until the completion of the Comprehensive Plan, Stormwater Plan, and Parking Plan. Any smaller-scale text amendments to clarify or to rectify inconsistencies can be recommended to the Planning Board.

CITY MANAGER COMMENTS: With so much work going on with the Comprehensive Plan, and citizen input being asked for to finish the work for this, we can certainly give your suggestions to the consultant, but feel now is not the time to do any major work to the UDO until such time that the public has their input into the document. We feel you are jumping the gun by doing this at this time.

ATTACHMENTS: Staff Report

REQUESTED ACTION: Discussion only.

PROPOSED MOTION: Discussion only.

Topics for Possible UDO Text Amendments:

Staff recommends that all major text amendments be held until the completion of the Comprehensive Plan, Stormwater Plan, and Parking Study.

Upon review of the proposed changes, we have grouped most comments into the following themes:

- Open Space/Impervious Coverage/Stormwater
- Trees/Landscaping
- Zoning Districts/Dimensional Standards and Height
- Parking
- Design Standards
- Accessory Dwelling Units
- Process – Subdivisions/Site Plans
- Exterior Lighting

Any requested considerations that do not fall within an overall theme have been addressed at the end of the report. There are also redundancies and inconsistencies throughout the plan that staff have documented.

Impervious Coverage Limits/Stormwater Management:

The Board has more than one recommendation for limiting impervious coverage for all development. This recommendation goes hand in hand with stormwater management. Currently stormwater permits are only required for nonresidential development, multi-family development, and subdivisions.

- Staff agrees that impervious coverage limits for all development and stormwater controls for residential units (single- and two-family residences) are overdue. Currently a Stormwater Plan and Comprehensive Plan are in process and once complete will provide specific recommendations for implementation. Any text amendments related to these topics need to wait for the results of these reports. There is a draft ordinance attached to this report.

Oak Island Stormwater

Sec. 18-669. - Standards for single, two-family, and three family residential development.

Residential development activities that meet any one of the following criteria:

- (1) Disturb less than one acre of land;
- (2) Are located within one-half mile of and draining to shell fishing waters;
- (3) Have a built upon area greater than 12 percent; and
- (4) Will add more than 10,000 square feet of built upon area, must obtain a one-time nonrenewable stormwater management permit. Stormwater runoff generated by 1.5 inches of rainfall shall be managed using any one of the following:
 - a. Install cisterns to collect rooftop runoff and permeable pavement;
 - b. Install rain garden for rooftop runoff and permeable pavement, or
 - c. Install any other type of stormwater BMP (e.g., infiltration in sandy soils) to control and treat runoff.

(Ord. of 3-10-2009; Amend. of 7-9-2019)

Sunset Beach Stormwater Plan

- All New construction and additions of more than 200 square feet of impervious coverage will require a stormwater design.
- 45% impervious coverage is the maximum amount allowed on properties in the Town's jurisdiction.
- If you add more than 4" of fill to any portion of your lot a County Stormwater plan is required.

Open Space Calculations and Applicability:

Again, there was more than one recommendation for increased open space and expanded applicability for open space requirements. Open space is required for major subdivisions with more than 20 lots and planned unit developments.

- Staff is in support of increasing the OS % for subdivisions and requiring open space in subdivisions with 10 or more lots, not 20 as it is written. There have been inquiries about requiring open space on all lots, which would/could be accomplished with impervious limits.

Trees/Landscaping

- Update the violation section of the ordinance, specifically the fine structure.
- Since the most recent version of the tree removal ordinance Staff have found that there are instances that aren't considered or cannot be reasonably met with strict observance of the ordinance. One of the instances includes residential lots that are heavily wooded and need to remove a tree due to proximity to structures that would require mitigation. If there is not space to plant a tree or the number of trees to meet mitigation and allow the tree to thrive, what can be done? Trees are being planted in areas that may not be ideal and have less of a chance of survival.
- Staff propose consideration of mitigation credits for other native species or established hardwood trees to encourage retaining existing vegetation onsite. This would be a consideration for single- and two- family residences only.
- Staff would also like to research implementing an in-lieu payment option for those instances where mitigation is not appropriate or cannot be met. These funds could be used by the Forestry Committee for future public plantings throughout the city.

Payment in Lieu of Planting – taken from the NC Forest Service Guide to Local Ordinance Creation

In some cases, site limitations make it impractical or impossible to replace all the trees that are lost from site work and construction. An example of this might be where large tracts of land are cleared and graded to accommodate the construction of a shipping warehouse, or a large commercial or retail outlet. To mitigate the loss of these trees many municipalities require the developer to plant back as many trees as possible (without over planting or planting trees too close together). The difference between what is required and what is planted is then donated to the community "Tree Bank, which is the planting of trees in alternative locations, or "Tree Fund" which is a special

holding account set up to receive the funds. Payment in lieu of planting is typically based on the actual estimated landscape contractor cost of planting the trees, if they were to be planted (actual cost includes purchase, shipping, installation, and maintenance through establishment). Communities can establish an average unit price to facilitate ease in pricing. These funds can then be used to plant or maintain trees in public places, thereby supporting the overall tree canopy.

- Addition of a reference to the invasive species plant list is supported and (staff propose that mitigation is not required for removal of invasive species. (???)
- Table 3.8 Bufferyard Width needs to include development adjacent to PUD zoning districts.

Zoning Districts/Dimensional Standards and Height

- Setback requirements for non-conforming lots can be confusing for property owners and contractors. Rather than changing the existing formula or adding setback requirements that may not provide the desired outcome, Staff recommends consideration of creating at least one if not more zoning districts that have definitive lot size, setback requirements, impervious surface limits, etc. Analysis of these lots is part of the comprehensive planning process, and any UDO updates should wait.
- Pool setbacks of 5' meet the accessory use setback for all other structures. Staff recommends a consideration that the apron/walkway around a pool must be 5' from the property line, not the edge of the pool itself.
- Staff recommend an increased setback for two story accessory structures with a footprint of 530 SF or less. Currently, if an accessory structure has a footprint of 530 SF or less, then the side and rear setbacks can be reduced to 5'. Two story buildings within 5' of the property line do not meet the spirit or intent of the ordinance. Small sheds and one-story structures that meet the square footage can continue to have a reduced rear and side setback.
- Height limits need to be reconsidered for nonresidential and residential development.
- 3.7 Residential Use Standards for multi-family developments – should be minimum open space ratio. This section will be updated.
- Yes, we will remove the redundant height reference in the mixed-use standards.
- Allowable heights in other areas range from 35-50: residential; 50-100 commercial

Parking

- Section 3.14 Parking, specifically D. and table 3.4 need to be rectified. There is an inconsistency that makes enforcement impossible. Staff recommends removing parking requirements for the CBD in table 3.4 Minimum Off-Street Parking Spaces Required. Maintenance and redevelopment in the central business district should not encourage changes to the fabric of the district due to the addition of parking onsite. This would not change the requirement for onsite residential parking.

- Until the parking plan is complete, no other changes to parking requirements should be initiated.
- Parking lot locations for different uses can be researched.
- Swansboro, and New Bern require (2) parking spaces per DU. Swansboro allows a reduction of a parking space for every bike rack installed.
- New Bern specifically calls for flexibility in administering parking requirements, particularly in Central Business District and the historical areas.

Design Standards

Section 3.11 should include redevelopment not just new construction. The design standards could be amended to include specific materials, architectural details, and make sure the standards are for new and redeveloped structures. Standards could also be added for residential structures or go into more details about storefronts, doors, roof pitches, etc. We will have the Historic Preservation standards soon.

Southport: Focuses on CBD and BD. Structures should be constructed parallel to the street, earth tones, no unfaced structures, recesses/projections should comply with dimensional standards, fronts should be 25% transparent.

Swansboro: Their design standards establish appropriate materials (brick, wood, fiber cement, stucco, tinted masonry, glass, etc.) Stores should have similar heights, rooflines, recesses, doors and landscaping. Architectural detailing should be to scale or proportion to adjacent buildings; commercial structures should have earth tones primarily with brighter accent colors; residential properties can find color shades from all near/adjacent properties; mentions harmony between new and old structures.

New Bern: The design standards are established for each overlay district: Commercial Entranceway Corridor Overlay District, Neighborhood Conservation Overlay District, Greater Five Points Redevelopment Overlay District, Riverstation Mixed Use Overlay District, Recreational/Hunting Overlay District, and Waterfront Overlay District.

Accessory Dwelling Units

Current regulations only allow 2 accessory structures per lot throughout the city, excluding swimming pools, docks, piers, and waterside structures. Further, no more than 1 accessory dwelling (residential or commercial) is allowed per lot.

The Board had several suggestions for amending the ordinance regarding ADUs. Currently, all ADU's must be approved by the Board of Adjustment. The current standards establish a maximum square footage, and setbacks, but there is a setback exemption for certain sized ADUs (consider removing this exception for 2 story structures in the setback section of this report). Because there

are no maximum impervious surface requirements for residential properties, if the proposed ADU meets the setbacks and the other supplemental standards, approval by the BoAdj is likely.

- Staff suggest making the requirements/standards more stringent but making the approval/denial administrative. The standards could reduce the allowable square footage, location, maximum impervious coverage, etc.
- Many other municipalities limit the square footage to 50% of the footprint of the principal structure; or require the parcel to have a percentage greater than the minimum lot size. (ex. R-10 would have to have 12,000 sf to be allowed to have the ADU; or R-10 would have to have 15,000 sf to have the ADU).
- Additionally, if the city adopts a maximum impervious surface ordinance, there will be instances where ADUs cannot be built.
- Neither New Bern or Swansboro allow Accessory Dwelling Units, but New Bern is updating their Land Use Ordinances so it might be changing.

Processes

Most applications are submitted to the UDO/Development Administrator first. This person makes sure the application is complete or schedules a pre-application meeting. Some projects/applications are reviewed solely by the Administrator and if all the standards in the UDO are met, the permit is approved. Some applications require a Special Use Permit but would be managed well just by staff applying the use standards in the UDO. These permits include duplexes, accessory dwelling units, and home occupations. There are concerns about impervious coverage and stormwater, but once those ordinances are in place, staff can apply the standards to the project instead of taking it to the Board of Adjustment.

	Southport	Swansboro	New Bern
Accessory Dwelling Unit	Special Use Permit	n/a	n/a
Duplex	Permitted in (4) residential districts, SUP in (2)	Permitted in several higher-density zoning districts	Permitted in Many Districts
Home Occupation	Special Use Permit	Permitted in all districts	Permitted Use

	Southport	BSL	Swansboro	New Bern
Minor Subdivision	UDO Administrator	UDO Admin→TRC→ Permit/Approval	UDO Admin→ If it meets UDO standards it is approved	UDO Admin→Approval/permit
Major Subdivision Preliminary	UDO Admin→TRC→ Board of Aldermen→ Approval/denial	UDO Admin→ TRC→ Planning Board→ Permit	Town staff→Planning Board→ Board of Commissioners	UDO Admin→TRC→Planning Board
Major Subdivision Final	UDO Admin→TRC→ Board of Aldermen	UDO Admin→ TRC→UDO Admin approval/denial	Review by Staff and signed by Town Manager	UDO Admin→ Planning Board→ Approval/denial
Minor Site Plan	Administration (Staff)	UDO Admin→TRC→ Approval/denial	Administrative (Staff)	Administrative (Staff)
Major Site Plans	Admin→TRC→ Planning Board→ Permit/Approval	UDO Admin→TRC→ Planning Board	Reviewed based on the type of site plan-conditional zoning, etc.	UDO Admin→reviewed based on the type of permit request-Board of Adj or UDO Admin

Additionally, the TRC, Planning Board and Board of Aldermen is involved in reviewing and approving/denying a major subdivision preliminary plat. Instead of bringing it back to the Board of Aldermen to approve the final plat, Staff is capable of either approving it with the required standards or reviewing it with the TRC before the plat is signed by the Mayor.

It is common practice for Minor Subdivisions and Minor Site Plans to be approved administratively. And it is also more common for the Planning Board to make the final approval for major subdivisions and site plans.

There was a Board request to make final approvals for Minor Subdivisions up to the Board of Aldermen. This is not common practice and would tie simple subdivisions up unnecessarily for longer amounts of time. If the Board wants more oversight of subdivisions-perhaps the definitions should be adjusted to require Board approval for more than _____ lots.

Exterior Lighting

There was a recommendation to have stricter penalties for violations of the exterior lighting ordinance. Many lighting ordinances that were reviewed only mention that exterior lights should not illuminate adjacent properties, but the City of Southport's Exterior Lighting Ordinance is more thorough than most others.

- Because the exterior lighting ordinance is included in the Code of Ordinances, it is subject to Sec. 3-31. Other violations. Violations of any provisions of this chapter for which no penalty is set out shall subject the offender to a civil penalty as set from time to time by the board of aldermen and contained in the schedule of fees on file in the city clerk's office. Each violation penalty shall be paid in full to the city revenue

collector within fourteen (14) days of receipt. Each day's continuing violation shall be a distinct and separate offense.

- The penalties can be adjusted, but at times the standards are difficult to enforce because there is no photometer. Also, exterior lighting is often used in disputes between neighbors.



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: 6/13/2024

DEPARTMENT: Development Services

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

ITEM SPONSORED BY: Development Services

ITEM/TOPIC: Right of Ways in the UDO

COST: Not applicable

BUDGET LINE ITEM: Not applicable

JUSTIFICATION: The Board adopted an amendment to the Code of Ordinances at your meeting in May concerning enforcement of Rights of Ways. The information must now be amended in the Unified Development Ordinance. Article 3.17 Landscaping and Buffers has been amended with only the applicable sections included, according to the adopted Code of Ordinances amendment. If the Board of Aldermen approves moving forward, the amendment will be forwarded to the Planning Board for consideration.

IMPACT IF NOT APPROVED: The UDO will remain the same, but it will not be consistent with the Code of Ordinances.

DEPARTMENT HEAD COMMENTS: The UDO is a living document, and although staff is recommending most text amendments be postponed until after the Comprehensive Plan is complete, the UDO should be consistent with the Code of Ordinances.

CITY MANAGER COMMENTS: I agree that this should be referred to the Planning Board for their vote to add to the UDO so that it is the same as the Code of Ordinances.

ATTACHMENTS: Proposed Amendment

REQUESTED ACTION: Motion to refer the Rights of Way amendment to the Planning Board for their vote to add this to the UDO.

PROPOSED MOTION: Motion to refer the Rights of Way amendment to the Planning Board for their vote to add this to the UDO.

3.17 LANDSCAPING AND BUFFERS

A. PURPOSE

1. The governing body and advisory boards of the City of Southport recognize the importance of the contribution made to the community by the abundance of native trees and vegetation. It is this vegetation that gives the city an aesthetic appeal that contributes to its growth and economic prosperity. As economic growth occurs, the removal of this valued vegetation sometimes results, contributing to a depletion of a most valuable resource. The city feels it is necessary to both conserve and restore those valuable assets and declares the objective of this section to be as follows:

- a) To provide visual and spatial buffering between adjoining and competing uses;
- b) To enhance the beautification of the city;
- c) To enhance property values and protect public and private investment;
- d) To provide a habitat for living things that might not otherwise occur in an urban environment; and
- e) To ensure that planting areas are distributed within developing sites in a manner which will provide shade, buffer noise, and filter glare.

B. APPLICABILITY

1. Landscape installation is required for all new construction non-residential and multi-family uses or a change in use or redevelopment where such change would result in the addition of 10 or more parking spaces. The following site areas are required to be addressed in accordance with the provisions of this section:

- a) Street yards
- b) Foundation planting
- c) Parking facility landscaping
- d) Bufferyards

C. GENERAL PROVISIONS

1. All planted and retained living material, required to meet the provisions of this section, shall be maintained by the owner of the property on which the material is located. Any planted material which becomes damaged or diseased or dies shall be replaced by the owner within 60 days of the occurrence of such condition. If, in the opinion of the UDO Administrator, there are seasonal conditions which will not permit the timely replacement of the vegetation (e.g., too hot or too cool for successful replanting), this requirement may be administratively waived until a time certain.

2. All planted material subject to the provisions of this ordinance shall be of a native species and in accordance with the planting material list as provided in Tables 3.5 through 3.7.

3. Nonliving screening buffers shall be maintained, cleaned, or repaired by the owner of the property on which the buffer is located. Such buffers shall be kept free of litter and advertising.

Proposed Amendment Article 3.17 Landscaping and Buffers

4. Up to 15% of the area to be landscaped may be covered with surfaces specifically intended to afford intensive use and enjoyment by employees or the public (such as sidewalks, walking paths, bench and table pads, etc.).
5. It is encouraged that stormwater management systems be integrated into landscaping areas.
6. Prior to the issuance of a certificate of occupancy, the property owner shall submit a final planting plan to the UDO Administrator demonstrating compliance with this ordinance.

D. LANDSCAPING ON PUBLIC PROPERTY

~~It shall be unlawful for any person to place or cause to be placed on any public street, road, alley, sidewalk, or other public right-of-way within the city any wall, fence, gate, brick, stone, wood, rock, vegetation, or other structure, material, or substance above the horizontal plane of the existing ground.~~

It shall be unlawful for any person to place or cause to be placed on any public street, road, alley, sidewalk, or other public right-of-way within the city any wall, fence, gate, brick, stone, wood, rock, vegetation or other structure, material or substance above the horizontal plane of the existing ground. The installation of turf grasses on grade is allowed within the right-of-way. In addition, it shall be unlawful for any person to take any action whatsoever within any public right-of-way which creates a hazardous condition or safety hazard or which otherwise interferes with or obstructs in any manner the passage of persons or vehicles upon or within said public rights-of-way or which obstructs, interferes with or hinders lawful parking within any public right-of-way.

E. PLANTING MATERIAL SIZE AND SPECIES

1. Where the provisions of this section apply, the plant lists in Tables 3.5 through 3.7 shall be utilized for the selection of required landscape material.
2. The minimum height and diameter at breast height (DBH = 4.5 feet above ground) at planting for the following planting categories/list shall be as follows:
 - a) Canopy Trees. At the time of planting, the tree shall have a minimum three (3) inch DBH with a height of eight (8) to 10 feet. Canopy trees shall be of a species having an average minimum height of 30 feet and a minimum mature crown spread of 20 feet.
 - b) Understory Trees. At the time of planting, the tree shall have a minimum two (2) inch DBH. Understory trees shall be of a species having an average minimum height of 10 feet and a minimum mature crown spread of 12 feet.
 - c) Shrubs. Shrubs shall have a minimum mature height of 24 inches and a minimum planting height of 18 inches.

3.14 Parking

A. General

1. Each application for a zoning permit shall include information as to the location and dimensions of off-street parking and the means of ingress and egress to such space. This information shall be in sufficient detail to enable the UDO Administrator to determine whether the requirements of this section are met.

B. Parking Lot Design

1. Surfacing. All parking lots with 10 or more spaces shall provide a dustproof surface with adequate drainage facilities and must comply with the Parking Facility Landscaping requirements contained within this article. Parking facilities containing 25 or more spaces shall be paved with concrete, asphalt material, or with alternative paving material determined to exhibit equivalent water resistance and load bearing characteristics as asphalt or concrete. When parking is proposed in excess of the minimum requirements, alternative pervious surface materials are encouraged.
2. Lighting. Any lighting shall be so arranged as to direct the light and glare away from streets and adjacent property.
3. Setbacks. All parking lots shall observe a minimum front setback of not less than five (5) feet and a side yard on a corner lot of not less than five (5) feet.
4. Curb or Bumpers. The required parking setbacks shall be set off from parking areas by either continuous curb or one (1) noncontinuous stationary bumper for each parking space abutting on a yard, which curb or bumper shall not be less than five (5) inches or more than two (2) feet high.
5. Separation of Bumper and Walkways. In the event any parking stall abuts upon a walkway or sidewalk, there shall be a space of three and a half feet between the wheel bumper or curb and the edge of the walkway.
6. Off-street parking areas shall be designed to facilitate adequate movement and access by sanitation, emergency, and other public service vehicles.
7. Off-street parking areas shall be designed so that parked vehicles do not encroach upon, extend onto, or cause vehicles to back into public rights-of-way, sidewalks, or strike against or damage any wall, vegetation, utility, or other structure.
8. The size of any single surface parking lot area shall be limited to three (3) acres, unless divided by a street, building, or continuous landscaped area. Larger parking lots shall be separated by buildings or landscaped areas.
9. Paved parking areas shall have lines demarcating each parking space.
10. Off-street parking areas shall be properly maintained in all respects. In particular, and without limiting the foregoing, off-street parking area surfaces shall be kept in good condition (free from potholes, etc.) and parking space lines or markings shall be kept clearly visible and distinct.

Proposed Amendment to Section 3.14 Parking

11. Each off-street automobile parking area shall comply with the following minimum dimensions, compact spaces (eight (8) feet width by 16 feet long) may be utilized to meet 10% of the required parking:

Table 3.3: Parking Lot Dimensional Requirements			
Angle (degrees)	Stall Width (feet)	Stall Depth (feet)	Aisle Width between parking spaces (feet)
0	9	9	12
20	9	14	12
30	9	16-1/2	12
45	9	19-1/6	12
60	9	20-1/2	14-1/2
70	9	20-5/6	23
90	9	18	24

C. Minimum Off-Street parking Requirements

1. The number of exclusive off-street residential parking spaces required by this section shall be provided on the same lot with the principal use, unless otherwise permitted by this ordinance, and the required number of off-street parking spaces specified for each use shall be considered as the absolute minimum.
2. In residentially zoned areas without off-street parking requirements, property owners shall be permitted to improve up to two (2) parking spaces within the right-of-way in front of their property. Dimensional standards of these parking spaces shall follow the provisions for driveways as described in the Unified Development Ordinance (Section 3.12.B.1).
 - a. Surfacing materials for these parking spaces shall be limited to one of the following: turf grass, brick, pavers, number 57 stone with wood borders no more than 2 inches above grade, or concrete. Allowable impervious surfacing materials (brick, pavers, or concrete) may only be used in an area that is a minimum of 50 feet from a City Tree. ~~Parking spaces constructed by a property owner within right-of-way shall remain open for public parking and shall not be reserved for the property whose owner constructed the spaces.~~
 - b. Such parking shall require the review and written approval of the Development Services Director, Public Services Director, and Fire Marshal. The City reserves the right to remove these parking areas for any reason in accordance with Section 16-10. Parking services existing prior to the adoption date of this ordinance shall be permitted to remain so long as the encroachments do not create a hazardous condition or safety hazard to the public.
 - c. Vegetation or other protective measures shall be permitted to be placed within ten (10) feet of the base of a City Tree by a neighboring property owner, or by the City, for the purpose of limiting damage to the tree by nearby parked vehicles. Such action shall require review and written approval by the Development Services Director, the Public Services Director, and the Fire Marshal.

Proposed Amendment to Section 3.14 Parking

3. In the case of mixed uses (an establishment comprised of more than one (1) use; e.g. restaurant and hotel), which may include a principal and accessory use, the total requirements for off-street parking shall be the sum of the requirements of the various uses computed separately and the off-street parking space for one (1) use shall not be considered as providing the required off-street parking for any other use, except as provided for in the shared parking criteria in this article.
4. Handicapped parking spaces shall be in accordance with the regulations set forth by the Americans with Disabilities Act and shall be identified by appropriate signage. The minimum number of spaces shall be provided in accordance with the state building code.
5. Fractional space requirements shall be rounded up to the next whole space.

D. Minimum Off-Street Parking Ratios

1. The following table establishes the formulas to be used to calculate the number of parking spaces required for a particular use. For uses that do not correspond to the use types listed in Table 3.4, Minimum Off-Street Parking Spaces Required, the UDO Administrator shall determine the minimum parking space requirement. In such instances, the applicant shall provide adequate information for review, which includes, but is not limited to the type of use(s), number of employees, the occupancy of the building, square feet of sales, service and office area, parking spaces proposed, and hours of operation.
2. Within the CBD zoning district, no off-street parking shall be required for any nonresidential use, whether new construction or change of use/redevelopment. Within the CBD zoning district, all residential uses require full compliance with the off-street parking requirements contained herein.
3. In the BD zoning district, for nonresidential uses, where on-street or public parking facilities are located within 500 linear feet of a proposed use, measured as a straight-line distance from the entrance of the building, the minimum off-street parking requirement may be reduced by 50%. This reduction shall not apply to residential uses.
4. Within any zoning district, if the off-street parking space required by this ordinance cannot be reasonably provided on the same lot on which the principal use is located, such space may be provided on any land within 400 feet of the main entrance to such principal use.

Table 3.4: Minimum Off-Street Parking Spaces Required	
Change of Use or Redevelopment in the CBD and BD District	
A change of use or redevelopment whereby the floor area of the building or parcel is not expanded by greater than 15%.	No parking required.

Proposed Amendment to Section 3.14 Parking

Table 3.4: Minimum Off-Street Parking Spaces Required	
Change of use or redevelopment whereby the floor area of the building or parcel is expanded by greater than 15%.	Additional parking required shall be calculated based on the increase in square footage in floor area, above the 15% threshold, of the expanded building. All other applicable requirements of this section shall apply.
Change of use from a residential to nonresidential use.	50% of the required parking shall be provided. All other applicable requirements of this section shall apply.
Change of use from a nonresidential to residential use or the addition of residential uses.	Full compliance with residential off-street parking space minimum and all other requirements.
Uses	Required Parking
Residential Uses	
DWELLING, SINGLE-FAMILY, MANUFACTURED HOME ON SINGLE LOT, MODULAR HOMES	Two (2) spaces per dwelling unit. Nonconforming lots within the R-10 district are exempt from this requirement.
DWELLING, TWO-FAMILY (DUPLEX), MULTI-FAMILY, TRIPLEX OR QUADRAPLEX	Two (2) spaces on the same lot for each dwelling unit. In addition to this requirement, overflow parking shall be provided as follows: 1- 10 units = 2 spaces, 10- 20 units = 4 spaces, 21- 30 units = 5 spaces, 31- 40 units = 6 spaces, 41- 50 units = 7 spaces, 51-100 units = 10 spaces.
FAMILY CARE HOME	One (1) space for each attendant in addition to the required two (2) spaces per dwelling unit.
MANUFACTURED HOME PARK	Parking space sufficient to accommodate at least two (2) automobiles shall be located on each manufactured home space.
MIXED USES	One (1) space per dwelling unit in addition to that required by the other uses contained within the development.
Nonresidential Uses	
ADULT ESTABLISHMENT; ELECTRONIC GAMING OPERATIONS; TATTOO AND PIERCING ESTABLISHMENT	One (1) space per 100 square feet of floor area.
ALCOHOLIC BEVERAGES, PACKAGED, RETAIL SALES; LIQUOR STORES	One (1) space per 200 square feet of floor area.
ASSOCIATIONS OR ORGANIZATIONS: CIVIC, SOCIAL & FRATERNAL; CLUBS AND LODGES CATERING EXCLUSIVELY TO MEMBERS AND THEIR GUESTS; CULTURAL ARTS CENTER, INCL. THEATERS, OFFICES, CLASSROOMS, ETC.; AND MUSEUMS, ART GALLERIES	One (1) space per 300 square feet of floor area.
AUTOMOTIVE, MAJOR AND MINOR; SERVICE STATIONS	One (1) space per each 400 square feet of floor area; One (1) space for each service bay; four (4) stacking spaces for each washing stall, plus two (2) drying spaces for each washing stall; and/or 1.5 spaces for each fuel nozzle.
BED & BREAKFAST	One (1) space for every rental room plus one (1) space for every two (2) permanent occupants.

Proposed Amendment to Section 3.14 Parking

Table 3.4: Minimum Off-Street Parking Spaces Required	
BOTTLE SHOP AND WINE BAR; NIGHTCLUB	One (1) space per 200 square feet of floor area.
BUILDING MATERIAL DEALERS; HARDWARE, LAWN, OR GARDEN STORE; FEED, SEED, AND FERTILIZER SALES, RETAIL; FARM MACHINERY SALE AND SERVICE; FUEL & ICE DEALERS; MANUFACTURED HOME DEALERS	One (1) space per 500 square feet of floor area.
BUSINESS, COMMERCIAL, OR OTHER NON-RESIDENTIAL USE NOT ELSEWHERE CLASSIFIED	One (1) space per 200 square feet of floor area.
BUS TERMINALS AND RAILROAD STATIONS; TAXICAB STANDS	One (1) space per 500 square feet of floor area.
CHURCHES, SYNAGOGUES & RELIGIOUS INSTITUTIONS	One (1) space per every 6 seats, or (1) space per every 100 square feet of seating area in main assembly room, whichever is greater. Note: Churches located within the Southport National Register Historic District are exempt from providing off-street parking.
COMMERCIAL PARKING LOTS	One (1) space per employee; otherwise, none required.
COMMERCIAL RECREATION, INDOOR; SHOOTING RANGE, INDOOR; DANCE STUDIOS	One (1) space per every 200 square feet of floor area, excluding bowling alley lanes, range stalls, and similar areas not utilized by the public.
COMMERCIAL RECREATION, OUTDOOR; RECREATION FACILITY PRIVATE, INCL. CLUBS & RECREATION FACILITIES ASSOC. WITH MULTIPLE FAMILY COMPLEXES, GOLF COURSES, TENNIS FACILITIES, COUNTRY CLUBS, ETC; GOLF COURSE, PRIVATE OR PUBLIC, W/RELATED SERVICES INCL. PRO SHOP; SHOOTING RANGE, OUTDOOR	One (1) space per every 400 square feet of recreation-related area and/or 25 spaces per nine holes, plus one (1) space per employee on shift of greatest employment.
CONTRACTORS, EQUIPMENT & SUPPLY DEALERS & SERVICE; CONTRACTORS, HEAVY CONSTRUCTION; GRADING, PAVING, MARINE, ETC.	One (1) space per 1,000 square feet of floor area.
DAYCARE, ADULT AND CHILD	One (1) space for each employee and one (1) space for every 10 children/adults or fraction thereof.
DIVERS, COMMERCIAL; FISHING, COMMERCIAL; FURRIERS AND FUR STORAGE; EXTERMINATING SERVICES	One (1) space per 400 square feet of floor area.
DRY CLEANERS; LAUNDRY, COIN-OPERATED	One (1) space for each 200 square feet of floor area used by the general public.
DRY STORAGE	One (1) space per employee, if applicable.
EDUCATIONAL FACILITY	Two (2) spaces per classroom. For high schools or college/post-secondary, one (1) space per 10 students.
FARMERS'S MARKET; FRUIT & VEGETABLE MARKET, WHOLESALE WITH INCIDENTAL RETAIL	One (1) space per 500 square feet of permanent retail area; otherwise none required if a seasonal/temporary market.
FLEA MARKET	One (1) space per 1,000 square feet of floor area.
FUNERAL HOMES	One (1) parking space for each five (5) seats in the chapel or parlor, plus one (1) for each funeral vehicle.

Proposed Amendment to Section 3.14 Parking

Table 3.4: Minimum Off-Street Parking Spaces Required	
GOVERNMENT USE, CITY OF SOUTHPORT; GOVERNMENT USES WITH BUILDINGS, NON-CITY OF SOUTHPORT	One (1) space per 300 square feet of floor area.
HEALTH SERVICES	One (1) space per 300 square feet of floor area.
HOSPITALS	Two (2) spaces for each bed.
HOTEL, MOTEL, OR INN; HOTEL, RESIDENTIAL OR BOUTIQUE; GUEST LODGING	One (1) space for every rental room.
JAIL	One (1) space per employee on the largest shift.
KENNEL	One (1) space per 400 square feet of floor area.
LIBRARY	One (1) space per 500 square feet of floor area.
MANUFACTURING, ARTISAN	One (1) space per 500 square feet of floor area.
MANUFACTURING, GENERAL, LIMITED, AND INTENSIVE; GAS COMPANIES (LP-BOTTLED & BULK STORAGE); MOTOR FREIGHT COMPANIES, MOVERS, VAN LINES, AND STORAGE; MOTION PICTURE PRODUCTION & DISTRIBUTION; RESEARCH & DEVELOPMENT; SALVAGE OPERATIONS; WELDING, REPAIR; LAUNDRY, INDUSTRIAL; GARBAGE COLLECTION, PRIVATE (NO LANDFILLS)	One (1) space per employee on the largest shift.
MARINA, COMMERCIAL	One (1) parking space for each wet slip, one (1) parking space for every four (4) dry stack boat storage units, and where applicable 25 total 12' x 40' spaces per boat ramp, plus parking required for other uses.
MARITIME SALES, RENTAL, AND SERVICE	One (1) space per each 400 square feet of floor area and/or one (1) space for each service bay
MICROBREWERY OR MICRODISTILLERY	One (1) space per 100 square feet of floor area tasting room area; One (1) per 500 square feet for production and storage areas.
NURSING & PERSONAL CARE FACILITY	One (1) space per three (3) residents, plus one (1) additional space for each employee.
OFFICE, GENERAL; RADIO & TELEVISION STATIONS, STUDIOS, AND OFFICES; MANUFACTURED HOME (INDIVIDUAL) FOR OFFICE AND/OR EXHIBITION	One (1) space per 300 square feet of floor area.
PARKS & RECREATION AREAS, MUNICIPAL	No parking required.
PERSONAL SERVICE ESTABLISHMENT	One (1) space per 300 square feet of floor area.
RECREATIONAL VEHICLE PARK	Two (2) parking spaces at each campsite + 1 per 500 sq. ft. of enclosed area for offices, maintenance facilities, etc. within the park.
RESTAURANT, CARRY-OUT	One (1) space per 200 square feet of floor area.
RESTAURANT, STANDARD & FAST-FOOD	One (1) space per 100 square feet of floor area.

Proposed Amendment to Section 3.14 Parking

Table 3.4: Minimum Off-Street Parking Spaces Required	
RETAIL SALES, MAJOR; GROCERY STORES; SHOPPING CENTER	One (1) space per 300 square feet of floor area.
RETAIL SALES, MINOR AND MODERATE	One (1) space per 200 square feet of floor area.
SOLAR FARM	One (1) space per facility.
STORAGE, SELF-SERVICE	Minimum five (5) spaces or one (1) space for each 100 storage units, whichever is greater, plus one (1) space for each employee and two (2) spaces for manager's quarters, if present.
TELEPHONE COMMUNICATION FACILITY, UNATTENDED; WIRELESS TELECOMMUNICATION FACILITY OR COMPLEX, FREESTANDING AND SUBSTANTIAL MODIFICATIONS	One (1) space per facility.
US POSTAL SERVICE; PACKAGE DELIVERY SERVICES, COMMERCIAL	One (1) space per 400 square feet of floor area.
UTILITY STATIONS & PLANTS (PUBLIC & PRIVATE) INCL. LIFT STATIONS, SUBSTATIONS, ETC.	One (1) space per employee employed on-site, if applicable; Otherwise, none required.
VETERINARY SERVICES	One (1) space per 500 square feet of floor area
WAREHOUSING, GENERAL; WHOLESALE TRADE, DURABLE AND NON-DURABLE GOODS;	One (1) space per 1,000 square feet of gross floor area
WATER TRANSPORTATION INCL. DOCKS, TUGBOATS, BARGES, AND EXCURSIONS	No parking required.

E. Shared Parking

The required parking space for any number of separate uses may be combined in one lot but the required space assigned to one use may not be assigned to another use, except that one half (½) of the parking spaces required for churches, theater, or assembly halls whose peak attendance will be at night or on Sundays may be assigned to a use which will be closed at night and on Sundays.

F. Utilization of Boat Slips as Required Parking

1. A boat slip is defined herein as a space designed for the mooring of a single watercraft and usually projecting from a dock. Eating and drinking establishments and water-oriented retail businesses may utilize boat slips to meet off- street parking requirements subject in accordance with the following standards:
 - a) All slips must be under the ownership or long-term control of the subject business.
 - b) Boat slips must be available on a first come, first served basis, with no fee assessed for use.
 - c) Boat slips must be reasonably designed to accommodate customer boats.

Proposed Amendment to Section 3.14 Parking

- d) The dock facility must be properly accessible in accordance with the regulations governing the maneuvering of water craft on the adjacent waterway.
- e) Boat slips must only be used for transient mooring of customers frequenting said establishment and no extended storage of vessels shall be allowed.
- f) Boat slips are allowed to meet off-street parking requirements strictly on a one parking space per 20' linear dockage.



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: June 13, 2024

DEPARTMENT: Administration/Development Services

PRESENTED BY: Dorrie Dutton, Assistant City Manager

ITEM SPONSORED BY: Development Services

ITEM/TOPIC: Alleyways

COST: Not Applicable

BUDGET LINE ITEM: Not Applicable

JUSTIFICATION: Now that the Board has adopted an amendment for the City's rights-of-way, we can take another look at alleyways. As you know, there have been several requests from property owners to use alleyways for access to their properties or to use the area to enhance the appearance of their backyards. Some alleys were cleared previously and are used as driveways for golf carts. Additionally, there are (4) alleys that have been formally abandoned by deed. When that happens, the property is often divided among the adjacent property owners. Some alleyways were cleared and have been used for years. Staff does not issue any permits for space within the alleyways.

Several of the City's alleys are completely overgrown, impassible, and in violation of our own Code of Ordinances. There have been some complaints about the overgrowth. Because of the overgrowth, some areas will require an outside company to clear the vegetation. Here are the options that have been discussed:

1. Should the City contract with an outside company to clear the alleyways? **We will likely have to get a survey completed first to know how much needs to be cleared. We estimate about \$10,000 an acre.**
2. Should the City abandon the alleyways and divide them amongst the adjacent property owners? **The Board has previously stated that the City should retain the alleyways.**
3. If the alleys are cleared, what will they be used for? **There are some great ideas from other areas, but our alleys are approximately 10 feet wide and not contiguous, which means there is not a lot of space for trails or parks.**

As shown in a presentation, New Bern has a few alleys in their central downtown that are beautiful seating areas for the public. Some places allow adjacent restaurants to provide outdoor seating. Minneapolis has a long history of alleys, and many of their alleys are named. Currently, Minneapolis has an official Alley Renovation Program, which renovates the pavement of 5-10 alleys a year. The residential alleys are between 12-14 feet, and commercial alleys are 16 feet or wider. The alleys are used for property access, freight loading, and waste collection. They are not intended for through traffic, and people tend to walk or bike through the alleys.

Most of Southport's alleyways are north of the Central Business District, but the use of the alleys is more limited because they are narrower, and at best, they span 3 ½ blocks.

IMPACT IF NOT APPROVED: The alleyways in Southport will remain the same, overgrown and mostly unused.

DEPARTMENT HEAD COMMENTS: Now that the Right-of-Way ordinance has been adopted, the Board should give direction to staff about the alleyways. With the uncertainty of future budgets, it seems unfeasible for the City to pay for surveys of all the alleys and clearing them. Staff is recommending that the

Board allow property owners to clear and maintain the adjacent alleyways for access to their properties, but no hardscapes or buildings can be installed. Tree removal permits would still be required through the City, and the City would retain ownership of the alleys and the ability to access any of the alleys as needed. Once the Board decides, staff will draft language and bring it back for consideration and adoption.

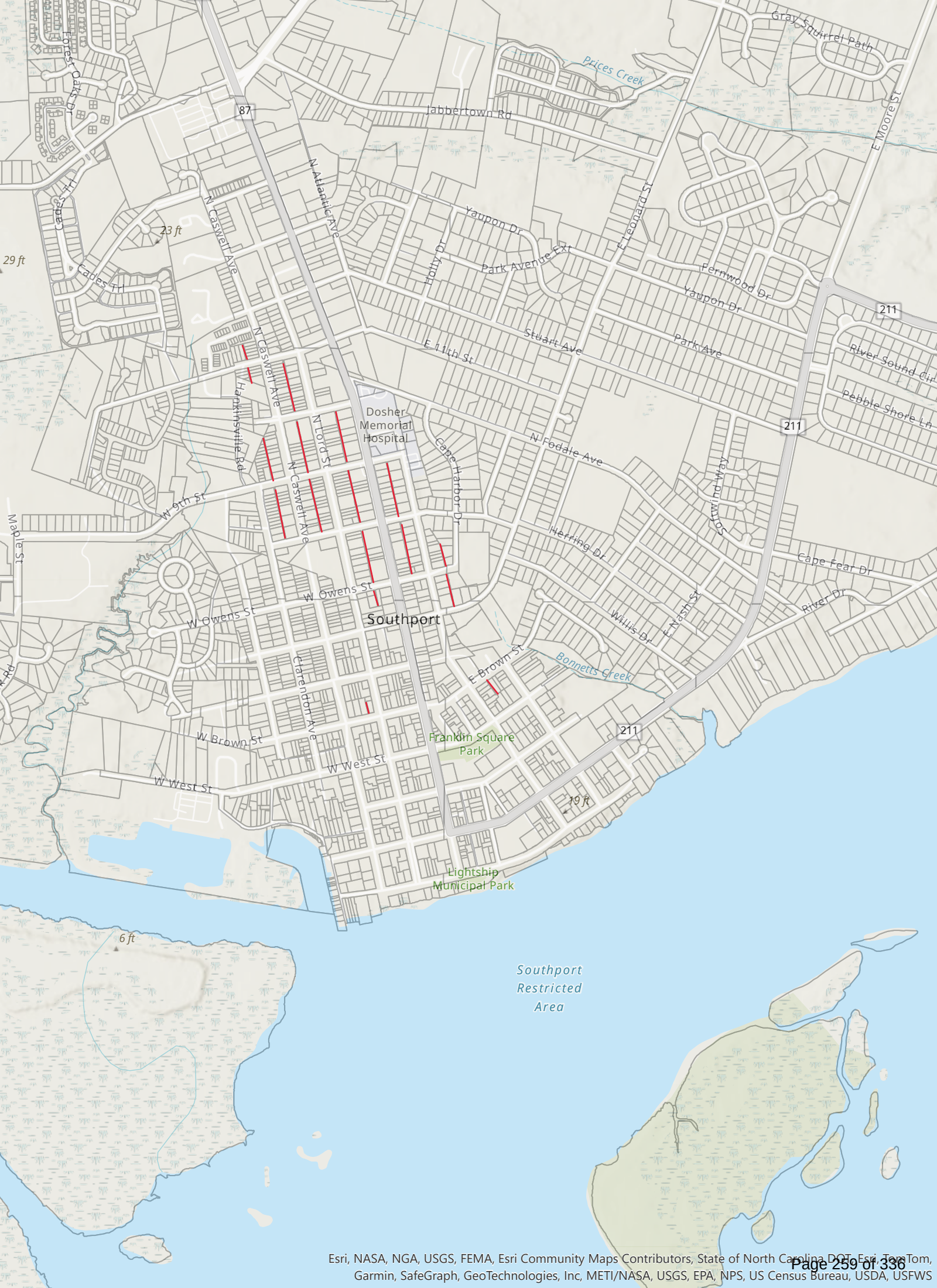
If the Board would like to have the alleys cleared instead, staff will arrange to have surveys completed and then estimates for clearing.

CITY MANAGER COMMENTS: This is a Board decision on how you wish to move forward with alleyways. There are many municipalities around the Country who have used unique ways to have their alleyways become public access for bikes, walking, etc.

ATTACHMENTS: 1. Alleyway presentation 2. Map with alleys marked in red 3. Information about the alleyway program in Minneapolis

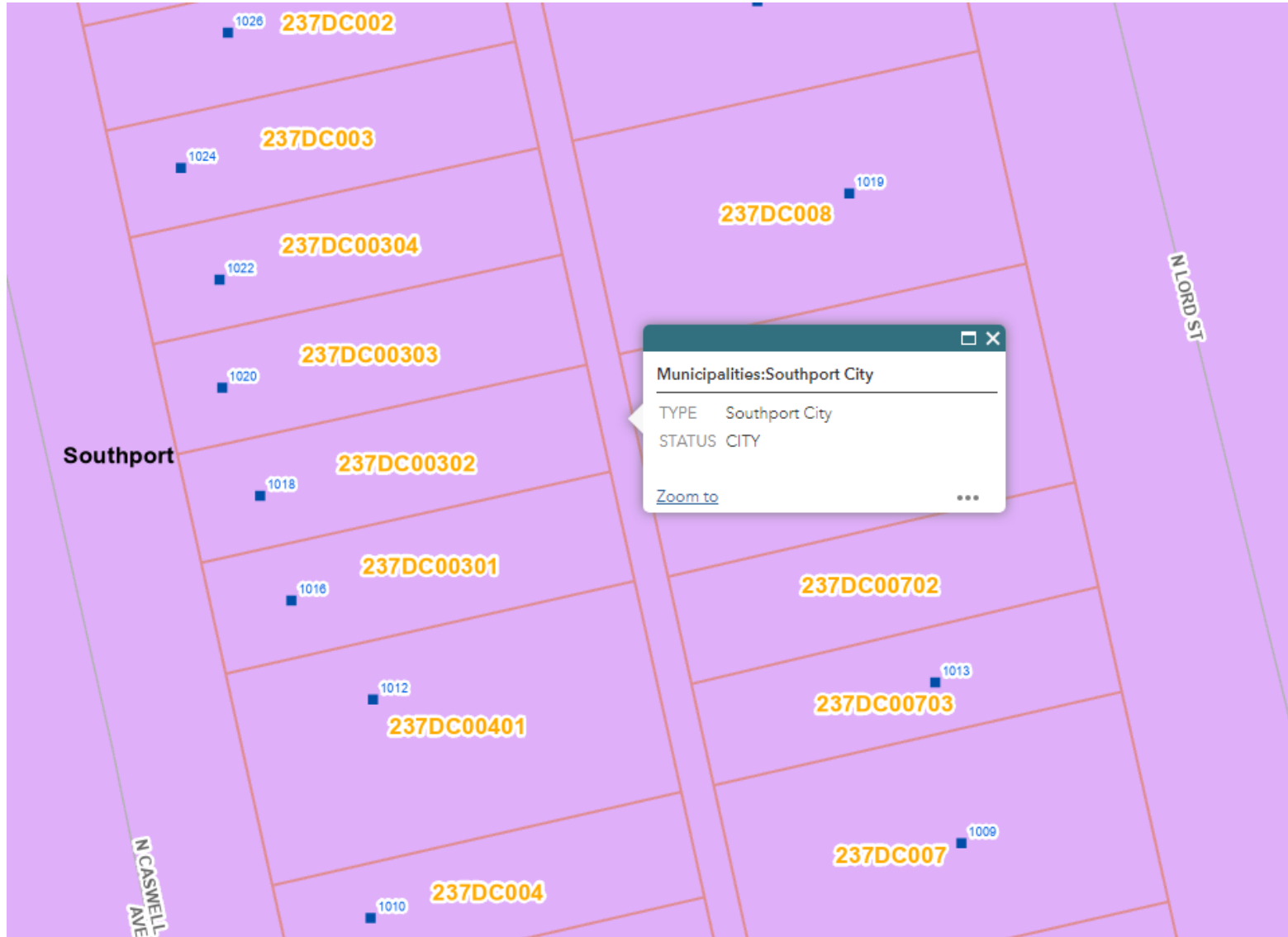
REQUESTED ACTION: Discussion and direction to staff.

PROPOSED MOTION: Discussion and direction to staff.





ALLEYWAYS IN SOUTHPORT



Several alleys, like the one shown here, exist throughout the City of Southport.

Some of the areas are passable, but most of them are overgrown and cannot be accessed.

Over the last few years, there have been a few requests for the City to abandon the alleyways and distribute the property to the adjacent property owners.

Some residents have asked to clear an alley out so they can use it to access the back of their property by golf cart or as a walking path.





In some cases, there are already existing encroachments.



Because of our Code Enforcement program, it has become apparent that the City has not always maintained its rights-of-way (alleys), and now we are in violation of our own Codes in some places.

Our Code Enforcement Officer was asked to survey of the existing alleys to assess their condition.





W. 8th St. between Clarendon and N. Howe St.

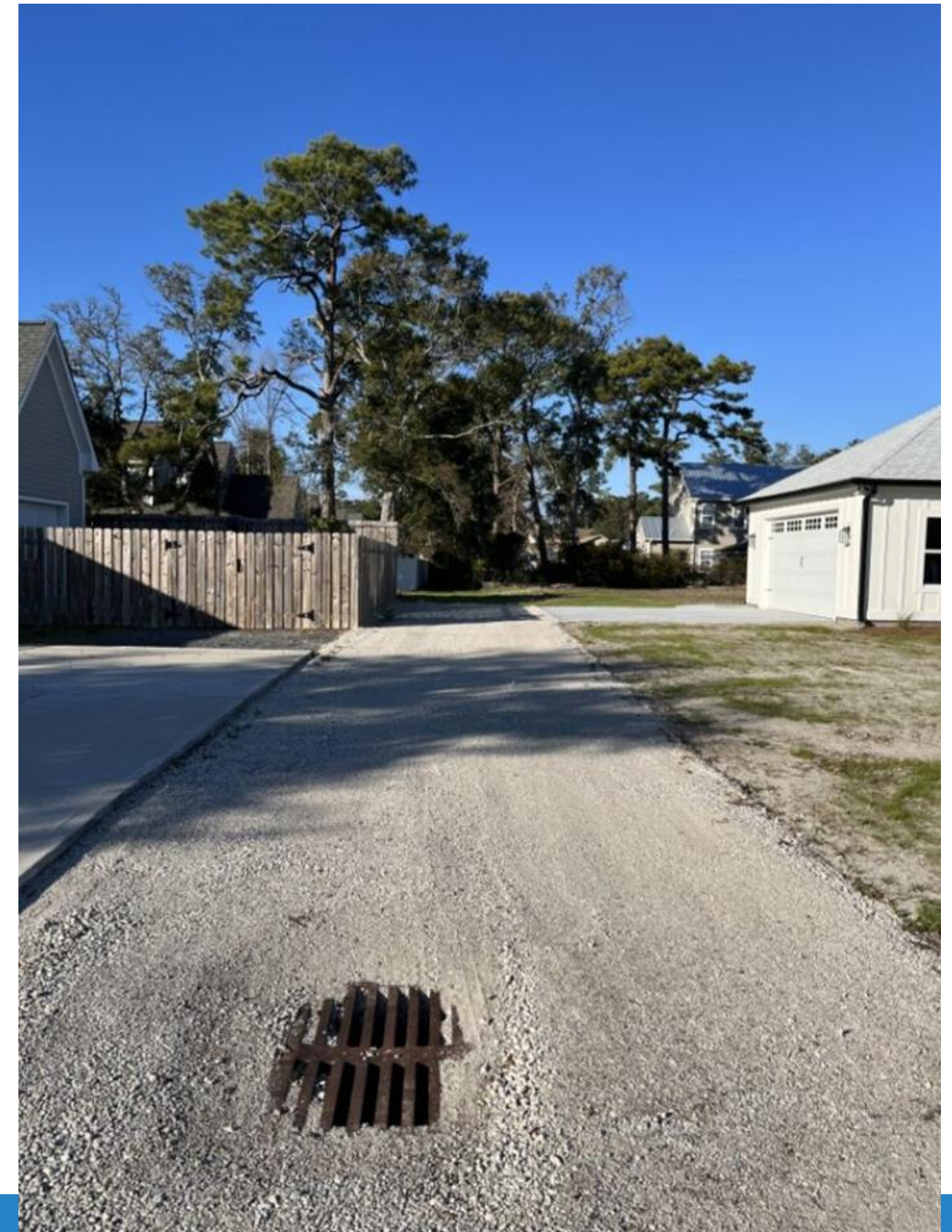


NW Intersection of Clarendon and W. 9th St.

There are a couple of alleys in the City that have/or are being used for access to the back of properties.

City staff has NOT authorized their use and has stressed that the City will not maintain it for their use.

Additionally, some structures appear to encroach into the alley (rights-of-way). Most of these structures have existed for many years. City staff will not permit a resident to expand that non-conforming structure even further into the alleyway.



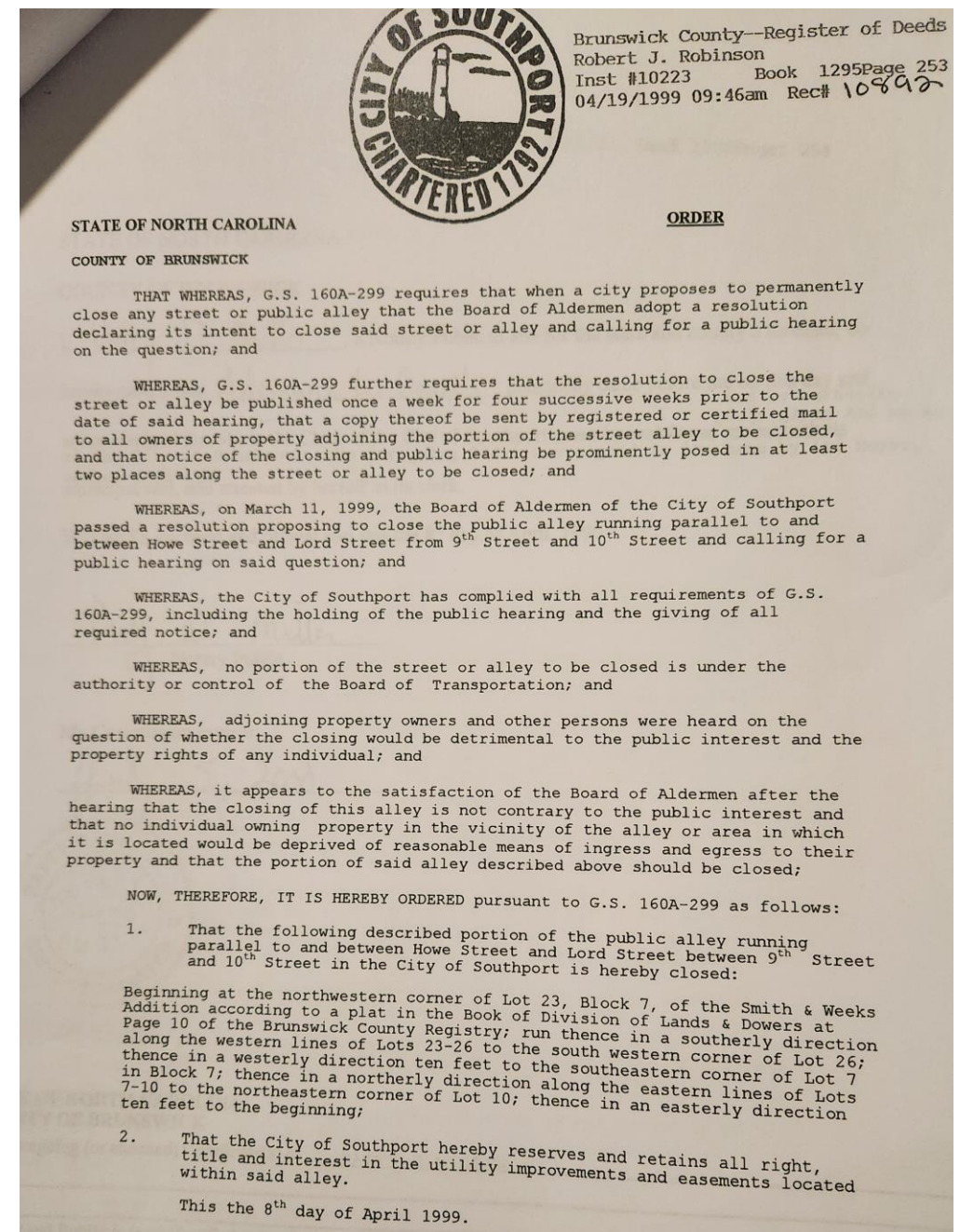
City staff has located only four (4) deeds for public alley abandonment. The abandoned alleys are:

1.) between N. Howe Street, and Lord Street, and between 9th and 10th Streets.

2.) between N. Howe Street and Atlantic Ave, from Owens Street to Leonard Street.

3.) between N. Howe Street and N. Lord Street between 11th Street and 10th Street (behind the Fire Station)

4.) 93-foot portion between 11th Street and Trevally Court.



- To close or abandon a public street or alley, there are specific state requirements including adopting a Resolution of Intent; notifying property owners, holding a public hearing, and adopting a Final Order.
- Even in the Alley Abandonment order, the City still reserves all rights and interest in the utility improvements and easements within the alley.

2. That the City of Southport hereby reserves and retains all right, title and interest in the utility improvements and easements located within said alley.

This the 8th day of April 1999.

E. Owens between N. Howe and
N. Atlantic Ave.



NW alley; W. 8th St between N. Howe
and Clarendon Ave.



Alleyways in Southport are part of the City's right-of-way. They should be considered when deciding how to enforce encroachments.

If the City wishes for City staff to clear the alleys, the Board consider the following:

- A survey can identify and mark the perimeters;
- City staff would need to rent the equipment;
- Any debris that is removed would have to be taken to an appropriate dumping facility;
- How much liability does the City have if there was any property damage?



Or, the City can contract with a company to clear the alleyways, after a survey is done. We are not able to get an accurate cost for clearing, but it is approximately \$10,000 per acre.

Then the City will maintain them.



Some communities have improved their alleyways for the public to use. It helps with connectivity and a sense of community.

Depending on where the alleys are located, they can be developed into charming outdoor seating areas that invite the public in.





Interactive wall in
an alley in
Sanford, NC





Walking Paths



Closing Remark(s) and Questions



Metropolitan Opera House and Palace Court, as viewed from Marquette between Third and Fourth Streets, 1914 (Photograph by C.J. Hibbard, Minnesota Historical Society)



No Use for a Name: The Untold Story of Alley Identity and Utility in Minneapolis' Palace Court

Culture Downtowns History Maps Planning Policy

[Christian Huelsman](#) • April 11, 2022

(The photograph above, showing the Metropolitan Opera House and Palace Court, was taken by C.J. Hubbard in 1914, Minnesota Historical Society)

Historical and contemporary Minneapolis is not particularly known for its public alleys. They have served a more discreet role in the lives of Minneapolitans, unsung for getting private vehicles off city streets. Of course, today, the city's neighborhood blocks feature mostly orderly, bisecting service corridors, accommodating rear access to gardening plots and single-car garages. Until the onslaught of automobile culture, alleys had commonly woven throughout downtown city blocks too. Most of them were usurped by private development, surface parking lots, and hybrid facilities of transit centers and car storage, giving rise to the superblock. Surprisingly, a pivotal period of two decades during the early 20th Century, consisting of scandal and singled-out saloon operators, fueled the Temperance Movement and paved the way for alley obsolescence.

The nameless, linear alleys in Minneapolis share much more in common with Chicago – the deservedly and self-proclaimed City of Alleys – than in cities that were founded and expanded earlier. Minneapolis has 3700 alleys that span over 400 linear miles, [according to a 2013 story](#) from the Southwest Journal about snow maintenance. Then-Public Works supervisor Mike Kennedy called alleys, “a hidden part of our infrastructure that people don't really think of.” Not much has changed since the article was written, save for the elimination of most downtown alleys. But one hundred years earlier, an effort initiated by lumber industrialist and Alderman Joseph DeLaittre – possessing a familial connection with then-

Alderman Karl and likely lineage with John DeLaittre, the tenth Mayor of the City of Minneapolis (1877-1878) – proposed an official name for a public alley running from Nicollet Avenue to 1st Avenue South (now Marquette Avenue) between South 3rd & 4th Streets: PALACE COURT.

“ALLEY: An alley is a public thoroughfare less than thirty (30) feet in width.”

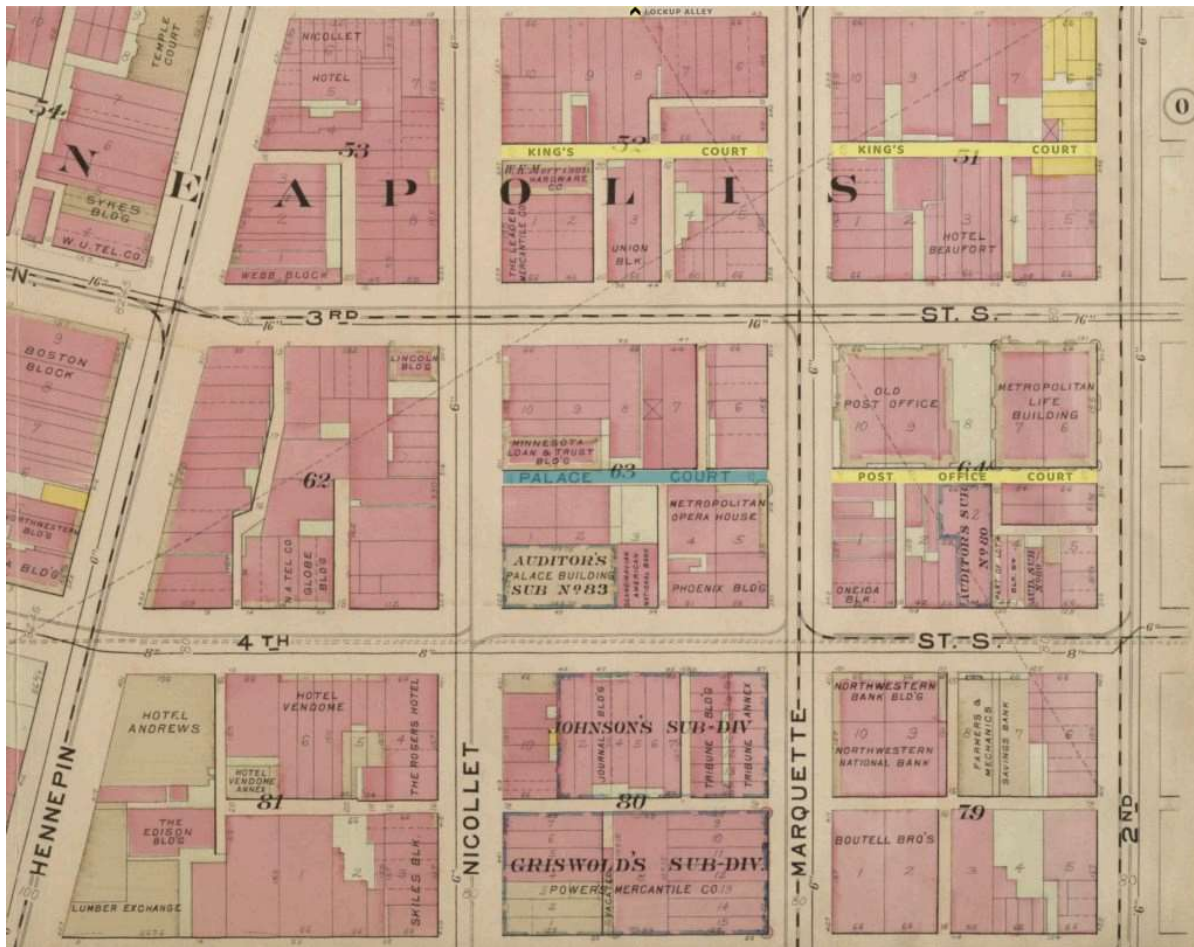
Zoning Ordinance of the City of Minneapolis (1928)

The Identity of Palace Court

Palace Court had an illustrious story and, briefly, it was a downtown alley with a name. In 1913, the Minneapolis Journal reported on DeLaittre’s naming proposal, with a member of the Civic and Commerce Association mentioning that Palace Court had actually been named unofficially for twenty years, having featured a street sign until around 1912. During the late 1890s, the Palace Clothing store had moved from North Washington Avenue to the northeast corner of 4th & Nicollet. Around the same time, the Metropolitan Opera House opened in 1894 at the corner of 4th & 1st Avenue South. If an inner block public corridor were to have had its own identity, these two mainstay businesses served as prominent anchors. The alley took on the namesake of the clothing store, at least colloquially. But it was the establishments serving liquor that defined the alley’s legacy.

Several businesses used Palace Court as their address. The Metropolitan News Company ran out of 39 Palace Court from 1899 to 1901, in a one-story building behind 43 South 3rd Street. The National Chemical Company held an office at the same address in 1901, selling *Fade Away*, a magical bed bug repellent. For a brief moment in 1903, a buffet called The Rookery was opened at the address by the reputable Paul Schemedemann. The establishment offered fine wines, liquors, cigars and “John Gund’s Bohemian beer on draught” at reasonable

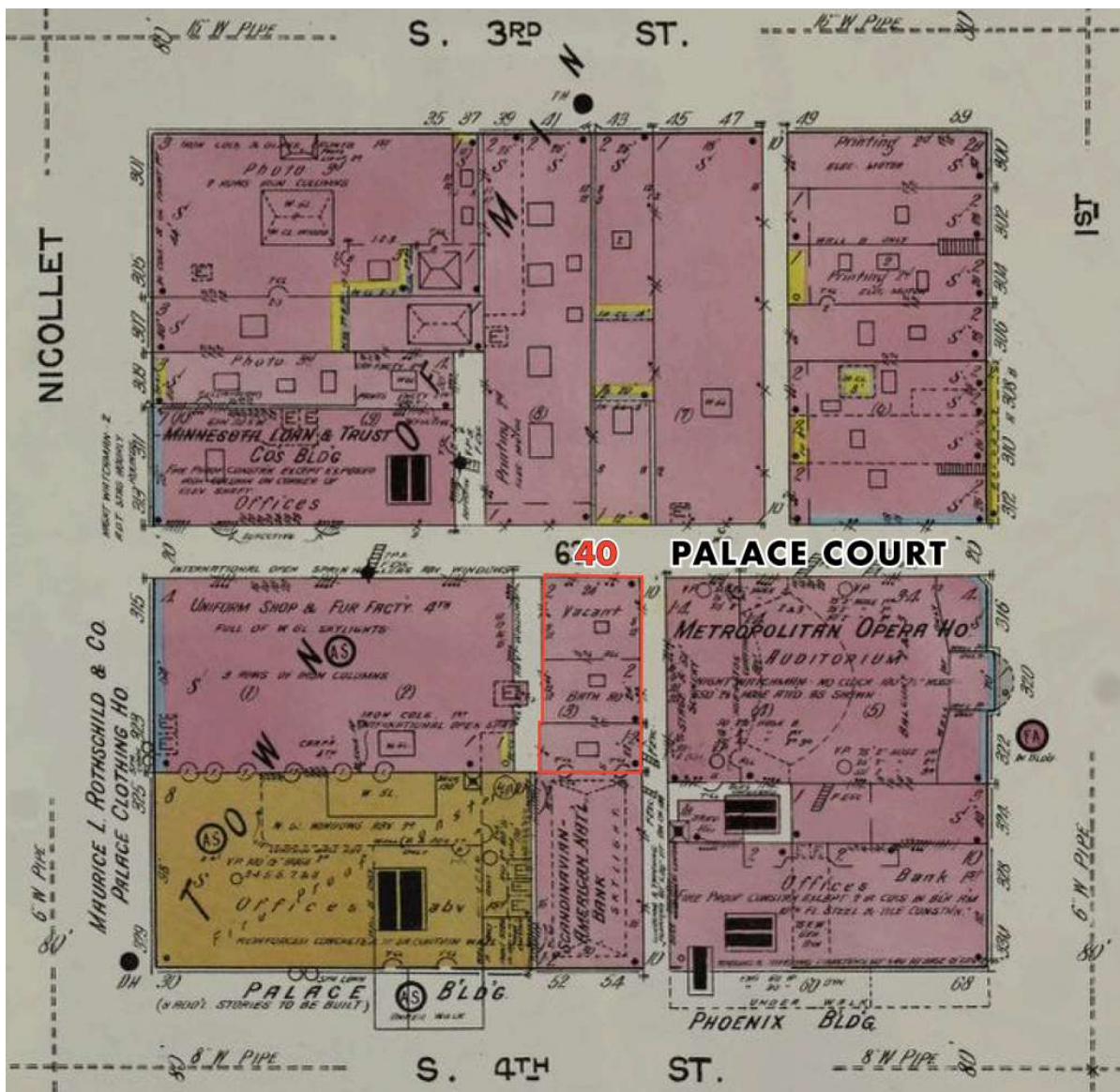
prices. But it was a saloon space across the alley that made the corridor a place of legend.



Palace Court [denoted in blue], annotated with nearby named alleys. The building addressed to 40 Palace was omitted in error.

(H.W. Benneche, Atlas of Minneapolis Hennepin County Minnesota, 1914

Hennepin County Library, James K. Hosmer Special Collections Library)



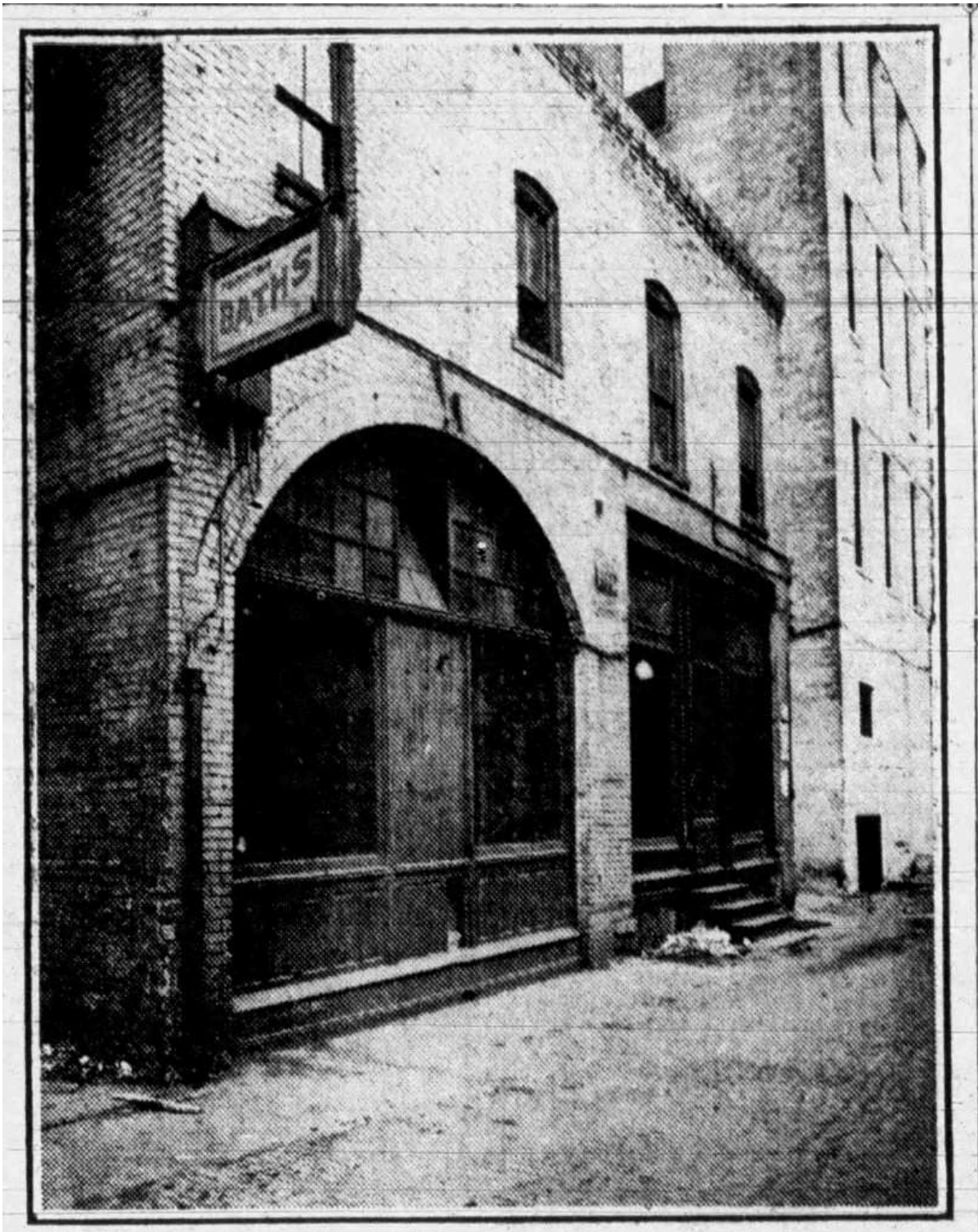
Palace Court shown on a Sanborn Fire Insurance Map from 1912.

(Library of Congress, Geography and Map Division, Sanborn Maps Collection)

Liquor Control and Racism Plague the Alley Saloon

Opera Café (1899 to 1907) began operating at 40 Palace Court, behind the theater building. Opened by Scott Blake, patronage from the Postal Café in Post Office Alley brought its allegiance to the new saloon. For several years, classified ads innocently sought “a good girl for second work” or “a second cook and dishwasher.” By 1903, the Café began offering oysters and game cooking as a specialty. But any effort to elevate the respectability of the saloon was likely undermined by racism. Upon two different occasions in 1905, Black waiters were

arrested for “selling intoxicants without a license,” or on a Sunday. Two years later, owner James McCarthy gained approval for a liquor license, but Alderman Perry Starkweather objected. A drawn-out debacle ensued, during which the city wavered on its approval for a liquor license for the alley saloon, frequently being referred to committee. It took Starkweather’s absence to allow approval of the license.



Changes in name and operator were efforts by McCarthy to keep the saloon in business on Palace Court. The Old Style Inn opened in the space on November 6, 1907, specializing in German, Swedish, and American dishes. A selling point, apparently, was that the “Anderson Bros. eat in their own restaurant,” perhaps to draw customers to an address plagued with employee arrests. That same year, the liquor license at 39 Palace Court was transferred to 2524 27th Avenue South in Seward, on behalf of the John Gund Brewing Company. (That area of Seward, clustered near Mr. Nibs and the Hexagon Bar was long known as the Hub of Hell, due to its illicit reputation.) 12th District residents objected to the license transfer, favoring constriction of the liquor control area within the downtown district. This prompted Alderman Starkweather to initiate discussion about a proposed ordinance that would limit the number of liquor licenses approved for alley saloons. Under the ordinance, there would be no protection for saloon owners seeking to transfer their business interests. In less than a year of the Old Style Inn operating, employee John Grosheck was arrested for selling liquor without a license, while saloon manager Robert Hayden allegedly sold liquor to a 20-year-old. McCarthy himself was arrested and arraigned for selling liquor to a minor. But the saloon at 40 Palace Court endured.

By 1908, the Civic Federation to Fight Saloons declared war on ‘the evils of liquor traffic,’ as investigators claimed that many alley saloons – Shiek’s, Lally’s, and “The Nugent” – were running rushing business after hours. (Rushing business often consisted of liquor delivery for home drinking and consumption in a private clubhouse.) The liquor license at the notorious alley address was transferred to E.J. Nugent from James McCarthy, when Gene White’s Café debuted briefly. The turkey dinner and bread pudding were not enough to deflect the arrest of Nugent for serving liquor to an 18-year-old.

A Disorderly House Fuels Temperance Efforts

The reputation of 40 Palace Court would soon shift from the battle of the struggling saloonkeeper against weaponized police power toward irreparable damnation. John R. Henderson was granted a liquor license there in 1910, with Louis Graves as saloonkeeper – Opera Café had risen again. In March 1911, J.J. Stickney and his accomplice, Lillian Bowvette, were found guilty of soliciting young girls for immoral purposes. Together they were found guilty for the abduction of young girls to a resort in Wausau. The saloonkeeper had introduced the two to each other, so he was arrested on charges of “keeping an disorderly house.” The operator, Samuel Shulman, was indicted for being implicated for his role in the “white slave traffic.” All the while, the Chief of Police, the Mayor, and Aldermen alleged that E.J. Nugent had not divested his business interests, despite his supposed transfer to Charles Smith and his move to Beach, North Dakota. It was reported that there was no record of the liquor license transfer, leaning on the Mayor to make a decision on whether the business was to be shuttered.

Council Hits at Alley Bars

Licenses May Be Refused Rear
Grog Shops—Move Is Slap
at Nugent.

Minneapolis, June 12.

Adoption of a policy to refuse licenses to alley saloons, because of their seclusion from proper police supervision, has been put up to members of the city council. Members of the license committee discussed such a move recently and then promptly forgot it. As a result a license was granted last Friday to the Tip O'Neil saloon in the postoffice alley.

"The elimination of the alley saloon was intended to put the Nugent saloon in Palace court out of business," said License Inspector Gray. "If the committee expects to take such action it is time to get busy, as the council granted one alley saloon and there are others pending."

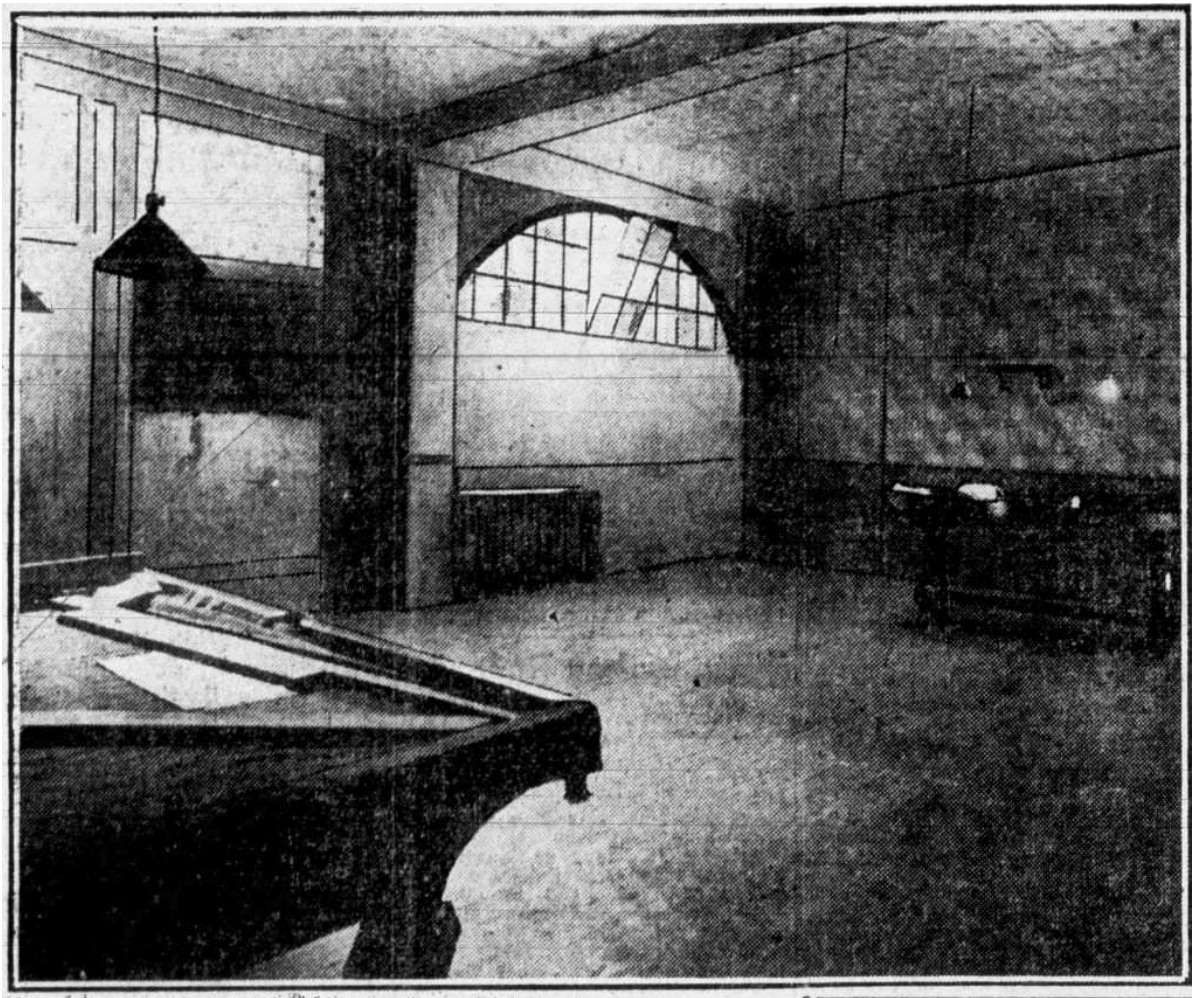
In the pursuit of banning alley saloons, a license inspector expressed intent to shut down the saloon owned by E.J. Nugent.

(Minneapolis Morning Tribune, 13 June 1911, Newspapers.com)

“Council Hits at Alley Bars”

The writing was on the wall for the old Opera Café and the future of Palace Court. Scandal overshadowed all prior business struggles to compromise the alley’s reputation. Citing seclusion from police oversight, the License Committee of City Council would decide on whether to refuse license requests for alley saloons. The animosity against E.J. Nugent served as catalyst behind the measure, as a license inspector interviewed by the Morning Tribune plainly stated on July 13, 1911, “The elimination of the alley saloon was intended to put the Nugent saloon out of business. If the committee expects to take such action, it is time to get busy, as the council granted one alley saloon [Tip O’Neil’s saloon in Post Office Alley], and there are others pending.” Another member of the License Committee was quoted as saying, “We can adopt such a rule next September and in that way do away with the Nugent saloon.” Within the same month, the License Committee recommended an amendment to limit the number of liquor license from 435 to 408.

While creditors forced the Opera Café to close, Henderson reapplied for a license. His application was denied repeatedly on the basis of the address’ connection to the “white slave trade” prosecution earlier in the year. Several more attempts to revive the business were for naught: the Opera Café and alley businesses were no more. An ordinance proposed by Alderman C.D. Gould went into effect on December 1, 1911, limiting the number of saloons to 408 and banning alley saloons outright. By the end of the year, dispensing liquor in alley establishments was effectively illegal. Also made illegal was the sale of malt in pool or billiard rooms, much to the detriment of a small-time pool hall operator at 29 Palace Court.



This view from 1914 “shows the interior of quarters at 40 Palace Court which victims of the Minneapolis ‘wire-tapping’ swindles say were used by the swindlers as a fake race poolroom.” (Minneapolis Journal, 15 July 1914, Newspapers.com)

Aftermath, Swindle, and Fake Horse Races: the “Turf Exchange”

Newspaper accounts of commercial activity in Palace Court went dormant after the Gould Ordinance. After Alderman DeLaittre proposed naming the alley in 1913, the concept was backed by the Civic and Commerce Association. And yet, City Council did not take up the issue with a vote, perhaps hoping that Palace Court would go away all together. (Conversely, during the same year, an alley one block to the north was officially named “King’s Court” to honor the late William S. King.) The only notable activity in the alley’s afterglow was an elaborate wiretapping scandal, which occurred in a place called “The Turf Exchange,” located in the old Opera Café space at 40 Palace Court. In 1914, Charles Carlson and Edward Dixon used a fake pool

room to swindle E.W. Coyle of Mason City out of \$5000 (equivalent to nearly \$142,000 in 2022 dollars). Coyle was led to the second floor of the building and engaged in a wiretapping scheme for a fake horse race, before he was assaulted and locked out of the front door.

Another man won a judgment in his favor against Dixon, when a fight was staged after he put up \$5000 for winning twice that amount. A Turkish bath business operated at 40 Palace Court from 1914 until 1919, a relatively nonthreatening and conforming land use that did not warrant the attention of city inspectors.

The 18th Amendment was ratified on January 16th, 1919, with Prohibition going into effect a year later. The Palace Court name was never mentioned again ... until now. Much like the alcohol industry, it would take decades for alley identity and versatility to recover. Until more recently, stigma attached to booze and back alleys have been difficult to shake, considering one-dimensional narratives portrayed in the media and by socially conservative interests. The era of urban renewal would claim both inner block corridors and long-time watering holes, altering where we walked, where we drank, and where we sought entertainment.



“Dotted line enclosed area involved in proposal for 42-million dollar Gateway Center project”
Erasure of the delineated area saw rapid replacement by surface parking lots and lower density development.
(Minneapolis Star, 22 September 1960)

Gateway Center and a Lost Palace

Palace Court appeared to remain intact by 1960, but its days were numbered. The Metropolitan Opera House had been razed in 1937, leaving the first gaping void of many to follow. As shown in John Bacich’s “Skidrow”, portraying the Gateway District, the high concentration of saloons, liquor stores, boarding houses and missions corralled by liquor control boundaries gave way to widespread demolition. In 1957, Mayor P.K. Peterson garnered federal funding to help support replacement of Downtown between 3rd Avenue and 1st Avenue North, from 4th Street to the Post Office after a Sheraton Hotel concept was proposed for the entire city block bound by Nicollet, 3rd, Marquette, and 4th Streets. This aggressive exercise of urban renewal replaced the oldest segment of Downtown Minneapolis, and 40% of the commercial district, with the sprawling new *Gateway Center*. Donald T. Knutson, president of the Knutson Company, said that the new district would be a “prestige area of beautiful and functional office buildings.” The Gateway Project claimed a number of notable buildings in Downtown Minneapolis, including the opulent, Richardson Romanesque- designed Metropolitan Building and the Old Post Office and Federal Building. A fervent effort would soon follow in 1963 to gain support for the Nicollet Mall transitway, and the contagion of elevated skyways rushed in.

As a direct consequence of district-wide erasure, any remnants of the public alley bisections, former commercial uses, and smaller enterprises were eliminated. The Sheraton-Ritz Hotel complex lasted from 1963 until 1990 – just 27 years. The entire city block remained as surface parking until the construction and completion of 365 Nicollet in 2018. The completed rehabilitation of Nicollet Mall in 2017 reinforced the transit and pedestrian mall as a focal point of walkable

commerce in Downtown Minneapolis. However, the surrounding energy has largely been driven by large-scale, full-block redevelopment, leaving fewer dimensions available for exploration while walking, rolling, or biking.



*An approximate vantage point from Marquette Avenue where Palace Court once lived.
(author holds copyright, 8 August 2020)*

Remnants of Named Alleys in Minneapolis

Very little remains of the Gateway District in Downtown Minneapolis. When including the Palace Court of legend, six of the sixteen named alleys in Minneapolis were lost by the time demolition commenced in 1961 for the sprawling Gateway Project. Only one public alley has gained an official name since 1913: Azine Alley in the Warehouse District (1997). While the City of Minneapolis often claims that it does not have a process for naming alleys, as it did in response to the request from the Federal Reserve Bank, all it takes is a member of City Council to put it before a vote. If we are to expect differently from

these nestled, walkable corridors, beyond relegation of basic service utility, we must consider their identity and their commercial role together. Only then will they become places to be remembered.

Named Alleys Within Downtown:

- **Aldrich Alley** (10 ft wide, expanded later to 16-20 ft wide) – official
From Hennepin Avenue to South Washington Avenue, L-shaped

Only mentioned in 1870-71

Block was replaced by Gateway Park in 1913, following demolition of the old City Hall and Post Office.

Named after Cyrus Aldrich (1808-1871), Postmaster of Minneapolis from 1867 to 1871.

- **Jumbo Alley** (20 ft wide) – official
From 2nd Avenue South to 3rd Avenue South, between South 2nd & Washington Avenues

First reference in 1893, referred to as “Sodini’s Alley” in 1901, last mentioned in 1912.

Likely vacated prior to 1915 for construction of the Post Office, now the Federal Building.

- **Lockup Alley** (16 ft wide) – official
From South 2nd Street to South Washington Avenue, between Nicollet and Marquette Avenues

First referenced in 1876, at the time needing to be “put in passable condition, and a sidewalk laid therein”; paved with cedar block in 1890.

Likely vacated in 1961 for construction of Northwestern National Life Insurance Company Building, designed by Minoru Yamasaki.

The old police station was built in 1887, then vacated in 1905 when it relocated to the fourth floor of today’s City Hall. The old jail was built in 1884, became a police barn and stable in 1902, then accommodated 136 men seeking sleeping quarters in a bitterly cold January 1908. The building was abandoned by the city in 1921, then converted into a

municipal lodging house in 1910, which closed in 1923 and was razed in 1933 for use by a taxi service.

- **King's Court** (20 ft wide) – official

From Nicollet Mall to 2nd Avenue South, between South Washington Avenue & South 3rd Street

First referenced in 1913, when it was officially adopted by City Council on February 4th.

The Council resolution mentioned that the alley had been “sometimes called ‘Morison’s Alley’”.

Likely vacated around 1961, eventually redeveloped for the construction of Marquette Plaza and 111 Washington.

Named in memory William S. King (1828-1900), Minnesota State Representative, co-founder of the Minneapolis Tribune, Postmaster of the U.S. House of Representatives, founder of the State Atlas, and major stakeholder in the Pioneer Press. His name also lives on in King’s Highway and Kingfield, where he owned Lyndale Farm.

- **Palace Court** (20 ft wide) – colloquial/semi-official

From Nicollet Mall to Marquette Avenue, between South 3rd & 4th Streets

First reference was in 1899, last mention was in 1919.

Vacated in 1961 for construction of the Sheraton-Ritz Hotel.

In 1913, Alderman Karl DeLaittre requested that the Civic and Commerce Association choose a name for the alley. David Simon, treasurer of Maurice Rothschild & Co., suggested the Palace Court name for the alley running from Nicollet to Marquette, while suggesting the Post Office Court name from Marquette eastward to “the elbow running to Third Street in the rear of the post office.” Howard Strong, president of the Civic and Commerce Association suggested the name Palace Court. Despite these efforts and the longstanding use of the name since 1893, it was never given an official name designation by City Council.

- **Post Office Court** (20 ft wide) – official

From Marquette Avenue to 2nd Avenue South

First reference in 1894, last official reference in 1912, likely due to the relocation of the main post office.

Vacated prior to 1960 for construction of Hennepin County Family Justice Center.

Named public alleys outside Downtown:

Extant alleys

- **Azine Alley** – official

From 1st Avenue North to 2nd Avenue North, north of North First Street

Named on October 26, 1997 after Sheldon Azine, former senior vice president of the Federal Reserve Bank of Minneapolis.

- **Gray Place** – official

From Lowry Avenue to North 4th Street, L-shaped

Named on December 26, 1901 after the namesake of the plat of the “Solomon Gray Block”.

The named alley originally extended by ordinance from 31st Avenue North to 34th Avenue North, between North 3rd and 4th Streets.

- **Inglewood Mews** (16 ft wide) – colloquial

From North Queen Avenue to Glenwood Avenue, L-shaped

Provides front access to six residences addressed to Inglewood Avenue North, due to a steep incline north of Bassett Creek Park.

North-south segment was originally Sheridan Avenue South.

First mention in 2014, despite residential construction completed in 1967.

- **North Traffic Street** (20 ft wide) – official

From North 3rd Avenue westward 300 feet

Likely named in 1890, when it was expanded to 40 feet wide for access to the Great Northern Railroad freight depot. Reverted to 20 feet.

Eliminated alleys

- **Forest Place** (20 ft wide) – official

From 8th Avenue North to North 7th Street, west of North Lyndale Avenue

Previously named Saginaw Place.

Likely vacated prior to 1968 for construction of a light industrial building.

- **Frankman Place** (14 ft wide) – official

From East 45th Street northward 100 feet

Partially vacated in 1917 for a City of Minneapolis Public Works yard

Taken over fully by Public Works in the 1970's

Vacated by city ordinance in 2020 for the Snelling Yards development.

- **George Street** (30 ft wide, originally 40 ft wide) – official

From West Island Avenue eastward 150 feet

Vacated sometime between 1914 and 1940.

Originally named Nicollet Place.

- **Greeley Avenue** (15 ft wide) – official

From 4th Avenue North to 6th Avenue North, between Fremont and Girard Avenues North

Not connected to a segment that was a 40-foot wide street from 2nd Avenue North to Glenwood Avenue, now Western Avenue.

Likely vacated prior to 2001 for construction of the Heritage Park.

- **Leonard Place** (20 ft wide) – official

From Ivy Lane to West 32nd Street

Named on March 20, 2012.

Likely widened as a street around 1919 and renamed Zenith Avenue South.

- **North 4½ Street** (20 ft wide) – official

From Napco Avenue North, previously 10½ Avenue North westward 225 feet

Likely vacated prior to 1997 for construction of a garage building occupied by Metro Mobility.

- **O'Brien Place** (20 ft wide) – official

From North 3rd Street to North 12th Avenue, L-shaped

Ran along the back side of Blaine School.

Named on June 30, 1909.

Vacated in July 1968, after the City Council voted to include 354 acres in the Near North Side renewal area.

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About Christian Huelsman

Christian Huelsman leads the Minneapolis Alley Initiative for Neighborhood Stimulation, a personal creative hub promoting public alleys as venues for art and culture. He also leads Spring in Our Steps, a Cincinnati-based nonprofit committed to bringing a brighter future to the city's public alleys and stairways, through cleanup, programming, and advocacy initiatives.

[View all posts by Christian Huelsman →](#)

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BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: 06/13/2024

DEPARTMENT: Administration

PRESENTED BY: Dorrie Dutton, Assistant City Manager

ITEM SPONSORED BY: Administration and Board of Aldermen

ITEM/TOPIC: Appointments to all Boards/Committees/Commissions

COST: n/a

BUDGET LINE ITEM: n/a

JUSTIFICATION: Based on the amended Boards/Committees/Commissions ordinances, it is time to appoint or reappoint members to all of the Boards and Committees who have a term expiring at the end of June 2024. The new terms are for three years and begin in July 2024. The Board liaisons and/or Chairs for each organization are prepared to make a recommendation. All of the applications that were received are included for your consideration. Because there were a few late applications, the Board decided to accept them this year only so that everyone could get used to the new ordinance.

IMPACT IF NOT APPROVED: Those in positions will continue to serve until there are new appointments, or there will be many vacancies between all the Boards/Committees/Commissions.

DEPARTMENT HEAD COMMENTS: The interviews have been conducted, and it is time to make appointments for a new three-year term.

CITY MANAGER COMMENTS: Appointments should be made to be in compliance with the new amendments.

ATTACHMENTS: 1. Planning Board Applications 2. Forestry Committee Applications and Recommendation; 3. Beautification Committee; 4. Parks and Recreation Board; 5. Historic Preservation Commission; 6. Cemetery Committee

REQUESTED ACTION: Make a motion to approve appointments to each Board/Committee.

PROPOSED MOTION:

I move to appoint _____(and _____) to the Board/Committee/Commission for a term to expire in June 2027.



APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES

The undersigned is interested in community service and provides this information for use by the Board of Aldermen in considering their qualifications for appointment to the following boards or committees:

Name Scott Jones

Appointment(s) for which you are applying:

- ☐ ABC Board ☐ Beautification Committee ☐ Board of Adjustment
☐ Cemetery Committee ☐ Forestry Committee ☐ Historical Preservation Committee
☐ Parks and Recreation Committee ☒ Planning Board

Do you have a preference? _____

Physical Address: 1001 Pete's Camp Dr. Southport

Mailing Address: Same

Resident of Southport ☐ Yes ☒ No

For How Many Years? Resident - 25 yrs ETI 30 yrs

State and County of Legal Residence: Brunswick

Main Phone Number 477-0802 Secondary Number 457-9770

Email Address: southportjones@gmail.com

You may submit a resume along with your application detailing the following section if you choose.

Education _____

Current/Present Employer _____

Past/Most Recent Employer _____

Current Civic/community Participation _____

Reasons you are qualified for this appointment (optional) _____

Do you anticipate any conflicts of interest if appointed? ☐ Yes ☒ No

Signature

Scott L. Jones

Date

4/18/24

Please Return to: Deputy City Clerk Tanya Shannon
tshannon@cityofsouthport.com: 1029 N. Howe Street, Southport, NC 28461



**City of Southport Planning Board
Statement of Plan Consistency and Zoning Recommendation
(As per NC General Statute 160D-604)**

When conducting a review of proposed zoning text or map amendments pursuant to this section, the planning board shall advise and comment on whether the proposed action is consistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable. The planning board shall provide a written recommendation to the governing board that addresses plan consistency and other matters as deemed appropriate by the planning board, but a comment by the planning board that a proposed amendment is inconsistent with the comprehensive plan shall not preclude consideration or approval of the proposed amendment by the governing board.

AMENDMENT: ZTA-23-03

STATEMENT OF CONSISTENCY AND RECOMMENDATION:

The City of Southport Planning Board hereby recommends adoption of the proposed Zoning Text Amendment to the Board of Aldermen and finds that it is consistent with the City's 2015 CAMA Core Land Use Plan originally adopted Nov. 13, 2014 and subsequently amended by the Southport Board of Aldermen. More specifically, the proposed amendment is consistent with **Policy 2.4:** Southport will permit residential development to occur in response to market needs provided the following criteria are met: 1) Due respect is offered to all aspects of the environment. and 2) Concurrent planning for improvements to community facilities, infrastructure, and services provided.

The statement and motion was seconded and passed April 18, 2024

Tanya Shannon

Tanya Shannon, Deputy City Clerk

Sue M. Hodgins

Sue Hodgins, Chairman



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APR 15 2024

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES

CITY CLERK,
CITY MANAGER'S OFFICE

The undersigned is interested in community service and provides this information for use by the Board of Aldermen in considering their qualifications for appointment to the following boards or committees:

Name Charles (Ted) Blackburn

Appointment(s) for which you are applying:

- ☐ ABC Board ☐ Beautification Committee ☐ Board of Adjustment
☐ Cemetery Committee ☐ Forestry Committee ☐ Historical Preservation Committee
☐ Parks and Recreation Committee ☒ Planning Board

Do you have a preference? Zoning and Planning

Physical Address: 6158 River Sound Circle

Mailing Address: Same

Resident of Southport ☒ Yes ☐ No For How Many Years? 2 months

State and County of Legal Residence: North Carolina, Brunswick

Main Phone Number 305 304 6198 Secondary Number _____

Email Address: tblackburn01@yahoo.com

You may submit a resume along with your application detailing the following section if you choose.

Education BA Wake Forest University

Current/Present Employer Retired

Past/Most Recent Employer Prudential Capital

Current Civic/community Participation Very recent citizen

Reasons you are qualified for this appointment (optional) I served as Mayor in two different towns, in two different states. I have also served on the Planning Board in Islamorada, FL.

I am a firm believer in the strength of local government and have participated .

Do you anticipate any conflicts of interest if appointed? ☐ Yes ☒ No

Signature

Charles (Ted) Blackburn

Date

4/15/24

Please Return to: Deputy City Clerk Tanya Shannon
tshannon@cityofsouthport.com: 1029 N. Howe Street, Southport, NC 28461

Revised June 2023



APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES.....

The undersigned is interested in community service and provides this information for use by the Board of Aldermen in considering their qualifications for appointment to the following boards or committees:

Name Fred Fiss

Appointment(s) for which you are applying:

- ☐ ABC Board ☐ Beautification Committee ☐ Board of Adjustment
☐ Cemetery Committee ☐ Forestry Committee ☐ Historical Preservation Committee
☐ Parks and Recreation Committee ☒ Planning Board

Do you have a preference? Yes.

Physical Address: 216 N Atlantic Ave, Southport NC

Mailing Address: Same

Resident of Southport ☐ Yes ☐ No For How Many Years? 20

State and County of Legal Residence: NC, Brunswick County

Main Phone Number 910-269-6901

Secondary Number _____

Email Address: ffiss@bellsouth.net

You may submit a resume along with your application detailing the following section if you choose.

Education BFA Ohio University 1978

Current/Present Employer Green Harmony Inc & Southport Realty

Past/Most Recent Employer Same

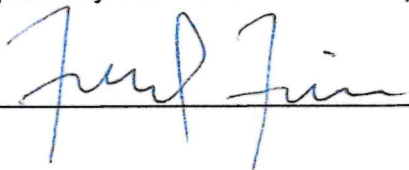
Current Civic/community Participation Member of Southport Planning Board & Forestry Comm.

Reasons you are qualified for this appointment (optional) As a licensed residential contractor for 15

Years, and a licensed realtor for 13 years I commonly deal with UDO guidelines. I take a lot of pride

in our community, pride in my historic renovations and try to be fair minded to all people.

Do you anticipate any conflicts of interest if appointed? ☐ Yes ☒ No

Signature  Date 4/9/24

**Please Return to: Deputy City Clerk Tanya Shannon
tshannon@cityofsouthport.com: 1029 N. Howe Street, Southport, NC 28461**



APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES

The undersigned is interested in community service and provides this information for use by the Board of Aldermen in considering their qualifications for appointment to the following boards or committees:

Name Christopher William Jones

Appointment(s) for which you are applying:

- ☐ ABC Board ☐ Beautification Committee ☐ Board of Adjustment
☐ Cemetery Committee ☐ Forestry Committee ☐ Historical Preservation Committee
☐ Parks and Recreation Committee ☒ Planning Board

Do you have a preference? Planning Board

Physical Address: 1008 Dutchman Cove Rd - Southport, NC 28461

Mailing Address: 1008 Dutchman Cove Rd - Southport, NC 28461

Resident of Southport ☐ Yes ☐ No For How Many Years? 11 Years

State and County of Legal Residence: NC - Brunswick County

Main Phone Number 910-549-1407

Secondary Number _____

Email Address: cjonessy03@gmail.com

You may submit a resume along with your application detailing the following section if you choose.

Education B.S. Technology Education (2004) / B.A. Digital Arts & Design (2009)

Current/Present Employer Automattic Inc.

Past/Most Recent Employer _____

Current Civic/community Participation Current member of the SPT Planning Board since 2020

Reasons you are qualified for this appointment (optional) While I am an ETJ Alternate on the

Planning Board, I am want to apply for one of the ETJ postions. This would allow me to participate

Over the last 4+ years, I have read nearly all 300ish pages of the UDO and have read all 200 pages

Do you anticipate any conflicts of interest if appointed? ☐ Yes ☒ No

Signature

Date April 30, 2024

Please Return to: Deputy City Clerk Tanya Shannon
tshannon@cityofsouthport.com: 1029 N. Howe Street, Southport, NC 28461



APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES

The undersigned is interested in community service and provides this information for use by the Board of Aldermen in considering their qualifications for appointment to the following boards or committees:

Name WARREN WHITLEY

Appointment(s) for which you are applying:

- ☐ ABC Board ☐ Beautification Committee ☐ Board of Adjustment
☐ Cemetery Committee ☐ Forestry Committee ☐ Historical Preservation Committee
☐ Parks and Recreation Committee ☒ Planning Board

Do you have a preference? _____

Physical Address: 432 CADES TRL, SOUTHPORT, NC 28461

Mailing Address: SAA

Resident of Southport ☒ Yes ☐ No For How Many Years? _____

State and County of Legal Residence: BRUNSWICK, NC

Main Phone Number 540.220.2121 Secondary Number _____

Email Address: WWHITLEY58@GMAIL.COM

You may submit a resume along with your application detailing the following section if you choose.

Education MA, MPA

Current/Present Employer BAID ROAD ISLAND TRANSPORTATION

Past/Most Recent Employer PRINCE WILLIAM COUNTY (VA) FIRE & RESCUE

Current Civic/community Participation PARKS & REC - FIRE DEPT

Reasons you are qualified for this appointment (optional) _____

FORMER FIRE MARSHAL IN VA WITH INPUT ON ZONING & PLANNING APPLICATIONS.

Do you anticipate any conflicts of interest if appointed? ☐ Yes ☒ No

Signature W. Whitley Date 30 APR 24

Please Return to: Deputy City Clerk Tanya Shannon
tshannon@cityofsouthport.com: 1029 N. Howe Street, Southport, NC 28461



APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES

The undersigned is interested in community service and provides this information for use by the Board of Aldermen in considering their qualifications for appointment to the following boards or committees:

Name Lora Sharkey

Appointment(s) for which you are applying:

- ☐ ABC Board ☒ Beautification Committee ☐ Board of Adjustment
☐ Cemetery Committee ☐ Forestry Committee ☐ Historical Preservation Committee
☐ Parks and Recreation Committee ☒ Planning Board

Do you have a preference? _____

Physical Address: 432 Cades Trail Southport

Mailing Address: 432 Cades Trail Southport

Resident of Southport ☒ Yes ☐ No For How Many Years? 10

State and County of Legal Residence: NC Brunswick

Main Phone Number 703 946 5333 Secondary Number _____

Email Address: lsharkey63@gmail.com

You may submit a resume along with your application detailing the following section if you choose.

Education Bachelor of Arts - Environmental Policy + Sustainability

Current/Present Employer None - Retired

Past/Most Recent Employer _____

Current Civic/community Participation City of Southport, SPT NatureFest, NCWF

Reasons you are qualified for this appointment (optional) _____

Past experience as Planning B member. Worked to update UDO, understanding of ordinances and policy.

Do you anticipate any conflicts of interest if appointed? ☐ Yes ☒ No

Signature Lora Sharkey Date 4-30-2024

Please Return to: Deputy City Clerk Tanya Shannon
tshannon@cityofsouthport.com: 1029 N. Howe Street, Southport, NC 28461



APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES

The undersigned is interested in community service and provides this information for use by the Board of Aldermen in considering their qualifications for appointment to the following boards or committees:

Name J David Miller

Appointment(s) for which you are applying:

- ☐ ABC Board ☐ Beautification Committee ☐ Board of Adjustment
☒ Cemetery Committee ☐ Forestry Committee ☐ Historical Preservation Committee
☐ Parks and Recreation Committee ☒ Planning Board

Do you have a preference? Planning Board

Physical Address: 404 Trout Lilly Lane, Southport, NC 28461

Mailing Address: same

Resident of Southport ☒ Yes ☐ No For How Many Years? lifetime

State and County of Legal Residence: NC Brunswick

Main Phone Number 910 367 8414 Secondary Number _____

Email Address: david.southport69@gmail.com

You may submit a resume along with your application detailing the following section if you choose.

Education SBHS, Lowes Managerial Training, Fire Fighter Training

Current/Present Employer Coastal Cremations

Past/Most Recent Employer Lowes Home Improvement

Current Civic/community Participation Fire Department

Reasons you are qualified for this appointment (optional) I am interested in the long term preservation of our city and its residents. I am an active member in the community and want to serve.

Do you anticipate any conflicts of interest if appointed? ☐ Yes ☒ No

Signature J David Miller Date 4/30/24

Please Return to: Deputy City Clerk Tanya Shannon
tshannon@cityofsouthport.com: 1029 N. Howe Street, Southport, NC 28461



APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES

The undersigned is interested in community service and provides this information for use by the Board of Aldermen in considering their qualifications for appointment to the following boards or committees:

Name GERALD DONALDSON

Appointment(s) for which you are applying:

- ☐ ABC Board ☐ Beautification Committee ☐ Board of Adjustment
☐ Cemetery Committee ☒ Forestry Committee ☐ Historical Preservation Committee
☐ Parks and Recreation Committee ☐ Planning Board

Do you have a preference? FORESTRY

Physical Address: 5990 DUTCHMAN CREEK ROAD

Mailing Address: 5990 DUTCHMAN CREEK ROAD

Resident of Southport ☒ Yes ☐ No For How Many Years? 14

State and County of Legal Residence: BRUNSWICK NC

Main Phone Number 9104576572 Secondary Number 2402740658

Email Address: NOOAWLINZBOY@GMAIL.COM

You may submit a resume along with your application detailing the following section if you choose.
Education B.A., M.A., PH.D. Tulane U.; U. of Virginia

Current/Present Employer RETIRED

Past/Most Recent Employer ADVOCATES HWY & AUTO SAFETY, WASHINGTON DC

Current Civic/community Participation FORESTRY COMMITTEE

Reasons you are qualified for this appointment (optional) _____

Considerable knowledge of forests for protecting and renewing wildlife habitat.

Do you anticipate any conflicts of interest if appointed? ☐ Yes ☒ No

Signature [Signature] Date 04/09/2024

Please Return to: Deputy City Clerk Tanya Shannon
tshannon@cityofsouthport.com: 1029 N. Howe Street, Southport, NC 28461



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APR 22 2024

CITY CLERK,
CITY MANAGER'S OFFICE

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES

The undersigned is interested in community service and provides this information for use by the Board of Aldermen in considering their qualifications for appointment to the following boards or committees.

Name Mark Gooding
Spouse Name (If married) Liana

Appointment(s) for which you are applying:

- | | |
|---|---|
| ☐ ABC Board | ☒ Forestry Committee |
| ☐ Beautification Committee | ☐ Parks and Recreation Committee |
| ☐ Board of Adjustment | ☐ Planning Board |

Do you have a preference? _____

Physical Address: 114 Park Ave Southport NC 28461

Mailing Address: _____

Resident of Southport ☒ Yes ☐ No How Many Years? 1

State and County of Legal Residence NC Brunswick

Main Phone Number 585-967-8364 Secondary Number _____

E-mail Address mcgooding@rochester.rr.com

You may submit a resume along with your application detailing the following section if you so choose.

Education Please see attached resume

Present Job/Employer _____

Past Employment _____

Current Civic/Community Participation _____

Reasons you are qualified for this appointment (optional) Prior work experience

Do you anticipate any conflicts of interest if appointed? Yes ☐ No ☒

Signature Mark Gooding Date 4/21/24

Please Return to: City Clerk, Dorothy Dutton

ddutton@cityofsouthport.com or City of Southport Clerk: 1029 N. Howe Street Southport, N.C. 28461

Mark C. Gooding
114 Park Ave., Southport NC
Cell 585-967-8364

EXPERIENCE:

- 2/2020 – 10/2023 Regional Supervisor of Natural Resources – NYS Department of Environmental Conservation (NYSDEC), Avon, NY
- Oversight of DEC natural resource activities for an 11-county region. Unit oversight for forestry, wildlife, fisheries, real property, ecosystem health, minerals, and oil & gas programs. Coordination of programs with other DEC units, outside companies, and partner groups.
- 3/2015 – 2/2020 Regional Forester (Forester 3) – NYSDEC Avon, NY
- Directed the state land team in managing over 58,000 acres of multi-use public forestland. Managed the private land service forestry program and supervised private land foresters covering eleven counties.
- 9/2012 – 3/2015 Supervising Forester (Forester 2) – NYSDEC Avon, NY
- Managed private land service forestry program, supervised the private land foresters, and directly served four counties.
- 12/1999 - 9/2012 Forester 1 – NYSDEC Avon, NY
- Private land service forester for four counties. Assisted private landowners in managing their woodlands; urban forestry assistance to municipalities; outreach and education.
- 12/1998 - 12/1999 Forester 1 – NYSDEC Ray Brook, NY
- Assisted municipalities with urban forest recovery from 1998 ice storm.

Career Awards and Highlights

2014 Monroe County Conservationist of the Year; New York Forest Owners Association Western Finger Lakes Chapter Service Award; NY Society of American Foresters – State Executive Committee, Western NY Chapter Chair, 2023 Distinguished Service Award; NRCS EQIP NY Forestry Committee; Western Finger Lakes PRISM Terrestrial Committee; Certified Wildland Firefighter; PEF Union Steward; Certified Pesticide Applicator; Finger Lakes Hemlock Initiative Group; NYS Tree Farm Area Chair and Certified Instructor; Envirothon Forestry Instructor for National Competition; Project Learning Tree Instructor; NYFOA and NYS Urban Forestry Council member.

PRIOR EXPERIENCE:

Real Estate Appraiser, NYS Office of Real Property Services, Saranac Lake, NY; *Procurement Forester*, Paul Whiteford Seneca Falls, NY; *Consulting Forester*, Bruce VanBuskirk, Cobleskill, NY; *Utility Forester*, Environmental Consultants Inc., Detroit, MI; *Field Technician*, Lewis Tree, Rochester, NY; *Forestry Technician*, Finch, Pruyn & Co., Glens Falls, NY

EDUCATION: SUNY College of Environmental Science and Forestry, Syracuse, NY
Double Bachelor of Science-Resource Management and Forest Biology, 1987

REFERENCES: Available upon request.



APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES.....

The undersigned is interested in community service and provides this information for use by the Board of Aldermen in considering their qualifications for appointment to the following boards or committees:

Name Roxie R. Smith

Appointment(s) for which you are applying:

- ☐ ABC Board ☐ Beautification Committee ☐ Board of Adjustment
☐ Cemetery Committee ☒ Forestry Committee ☐ Historical Preservation Committee
☐ Parks and Recreation Committee ☐ Planning Board

Do you have a preference? yes

Physical Address: 304 River Dr., Southport NC 28461

Mailing Address: 4956-14 Old Long Beach, PMA 236, SPT NC 28461

Resident of Southport ☒ Yes ☐ No For How Many Years? 10

State and County of Legal Residence: NC; Brunswick

Main Phone Number 917-993-0447 Secondary Number 910-363-4997

Email Address: RRS20@columbia.edu

You may submit a resume along with your application detailing the following section if you choose.

Education Ph.D.

Current/Present Employer RETIRED

Past/Most Recent Employer COLUMBIA UNIVERSITY

Current Civic/community Participation FORESTRY COMMITTEE

Reasons you are qualified for this appointment (optional)

1) CURRENT SERVICE ON FORESTRY COMMITTEE

2) growing up learned about managing private forest land

Do you anticipate any conflicts of interest if appointed? ☐ Yes ☒ No

Signature Roxie R. Smith

Date 04/28/24

Please Return to: Deputy City Clerk Tanya Shannon
tshannon@cityofsouthport.com: 1029 N. Howe Street, Southport, NC 28461

M E M O R A N D U M

FOR: Southport Board of Aldermen

FROM: Scott A. Len Chairman, Southport Forestry Committee

SUBJECT: Recommendation for appointments to Forestry Committee

DATE: May 13, 2024

In coordination with the City's efforts to fill vacancies within the various Aldermen appointed committees, interviews were conducted this date to fill the two Forestry Committee positions becoming vacant in 2024.

In response to the call for interest, three applications were received requesting appointment to the Committee; Mr. Gerald Donaldson and Ms. Roxie Smith re-applied to remain on the Committee for another term, and Mr. Mark Gooding was a first time applicant.

Interviews were held at the Fire Department Substation morning of 13 May; present were myself as the Committee Chairman, Board Liaison Alderman Karen Mosteller, and Mayor Pro Tem Rebecca Kelley. Interviews were completed with all three candidates utilizing a standard set of questions, with follow-on questions tailored to the candidate.

All three candidates expressed a desire to serve the community as a member of the Committee as well as committing to undertaking further training or education opportunities as appropriate to maximize their contribution to Committee business. Each of the candidates would be an asset to the Committee – Ms. Smith and Mr. Donaldson have several years of experience with the Committee already, and Mr. Gooding would bring a wealth of knowledge and experience as a retired forester. Based on these interviews, the following recommendations are made to the Board of Aldermen with regard to the appointments:

Mr. Gerald Donaldson – re-appointment to the Committee as a Consulting member;

Ms. Roxie Smith – re- appointment to the Committee as full member;

Mr. Mark Gooding – appointment to the Committee as full member.

I thank the Board of Aldermen for their continued support of the Forestry Committee and the work that we perform on behalf of the citizens of Southport.

Respectfully,

A handwritten signature in black ink, appearing to read 'Scott A. Len', with a large, stylized flourish extending to the right.

Scott A. Len



APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES

The undersigned is interested in community service and provides this information for use by the Board of Aldermen in considering their qualifications for appointment to the following boards or committees:

Name Lawrence N. Ashley

Appointment(s) for which you are applying:

- ☐ ABC Board ☒ Beautification Committee ☐ Board of Adjustment
☐ Cemetery Committee ☐ Forestry Committee ☐ Historical Preservation Committee
☐ Parks and Recreation Committee ☐ Planning Board

Do you have a preference? _____

Physical Address: 637 Wild Rose Way, Southport, NC

Mailing Address: same as physical address

Resident of Southport ☒ Yes ☐ No For How Many Years? 3

State and County of Legal Residence: Brunswick County, NC

Main Phone Number 508.965.2699 Secondary Number N/A

Email Address: saltmarsh02@gmail.com

You may submit a resume along with your application detailing the following section if you choose.

Education MBA

Current/Present Employer Retired

Past/Most Recent Employer N/A

Current Civic/community Participation Beautification Committee, Cemetery Committee

Reasons you are qualified for this appointment (optional) Currently appointed as member of the Beautification Committee. Requesting re-appointment.

Do you anticipate any conflicts of interest if appointed? ☐ Yes ☒ No

Signature [Signature] Date 04/10/2024

Please Return to: Deputy City Clerk Tanya Shannon
tshannon@cityofsouthport.com: 1029 N. Howe Street, Southport, NC 28461



APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES

The undersigned is interested in community service and provides this information for use by the Board of Aldermen in considering their qualifications for appointment to the following boards or committees:

Name Joseph Fikentscher

Appointment(s) for which you are applying:

- ☐ ABC Board ☒ Beautification Committee ☐ Board of Adjustment
☐ Cemetery Committee ☐ Forestry Committee ☐ Historical Preservation Committee
☐ Parks and Recreation Committee ☐ Planning Board

Do you have a preference? _____

Physical Address: 227 Sand Dollar Lane, Southport, Nc 28461

Mailing Address: Same

Resident of Southport ☐ Yes ☐ No For How Many Years? 4

State and County of Legal Residence: NC Brunswick County

Main Phone Number 732-233-9366 Secondary Number _____

Email Address: joefik333@gmail.com

You may submit a resume along with your application detailing the following section if you choose.

Education BA Music Education K-12

Current/Present Employer Self

Past/Most Recent Employer Self

Current Civic/community Participation Beautification Committee

Reasons you are qualified for this appointment (optional) I have been on the board for 3 years

Do you anticipate any conflicts of interest if appointed? ☐ Yes ☒ No

Signature _____

Date

4-17-2024

Please Return to: Deputy City Clerk Tanya Shannon

tshannon@cityofsouthport.com: 1029 N. Howe Street, Southport, NC 28461

Revised June 2023



APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES

The undersigned is interested in community service and provides this information for use by the Board of Aldermen in considering their qualifications for appointment to the following boards or committees:

Name LAURA MCHATTIE

Appointment(s) for which you are applying:

- ☐ ABC Board ☒ Beautification Committee ☐ Board of Adjustment
☐ Cemetery Committee ☐ Forestry Committee ☐ Historical Preservation Committee
☒ Parks and Recreation Committee ☐ Planning Board

Do you have a preference? PARK AND REC

Physical Address: 205 E WEST ST, SOUTHPORT

Mailing Address: 205 E WEST ST, SOUTHPORT, NC 28461

Resident of Southport ☐ Yes ☐ No For How Many Years? 6

State and County of Legal Residence: NORTH CAROLINA BRUNSWICK COUNTY

Main Phone Number 520-465-8890 Secondary Number _____

Email Address: LBCHATTIE@GMAIL.COM

You may submit a resume along with your application detailing the following section if you choose.

Education BS Horticulture, AA marketing/merchandising

Current/Present Employer self employed as artistic creator, painter, clothing designer, recycled art

Past/Most Recent Employer self - faux finisher - atristic application to walls and murals, prior landscape

Current Civic/community Participation none

Reasons you are qualified for this appointment (optional) living in the heart of the city I
have a vested interest in what goes on in my neighborhood and want to see it
prosper and be a true asset to its residences.

Do you anticipate any conflicts of interest if appointed? ☐ Yes ☒ No

Signature Laura McHattie Date 3/21/24

Please Return to: Deputy City Clerk Tanya Shannon
tshannon@cityofsouthport.com: 1029 N. Howe Street, Southport, NC 28461



APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES

The undersigned is interested in community service and provides this information for use by the Board of Aldermen in considering their qualifications for appointment to the following boards or committees:

Name Lora Sharkey

Appointment(s) for which you are applying:

- ☐ ABC Board ☒ Beautification Committee ☐ Board of Adjustment
☐ Cemetery Committee ☐ Forestry Committee ☐ Historical Preservation Committee
☐ Parks and Recreation Committee ☒ Planning Board

Do you have a preference? _____

Physical Address: 432 Cades Trail Southport

Mailing Address: 432 Cades Trail Southport

Resident of Southport ☒ Yes ☐ No For How Many Years? 10

State and County of Legal Residence: NC Brunswick

Main Phone Number 703 946 5333 Secondary Number _____

Email Address: lsharkey63@gmail.com

You may submit a resume along with your application detailing the following section if you choose.

Education Bachelor of Arts - Environmental Policy + Sustainability

Current/Present Employer None - Retired

Past/Most Recent Employer _____

Current Civic/community Participation City of Southport, SPT NatureFest, NCWF

Reasons you are qualified for this appointment (optional) _____

Past experience as Planning B member. Worked to update UDO, understanding of ordinances and policy.

Do you anticipate any conflicts of interest if appointed? ☐ Yes ☒ No

Signature Lora Sharkey Date 4-30-2024

Please Return to: Deputy City Clerk Tanya Shannon
tshannon@cityofsouthport.com: 1029 N. Howe Street, Southport, NC 28461



APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES

The undersigned is interested in community service and provides this information for use by the Board of Aldermen in considering their qualifications for appointment to the following boards or committees:

Name Karen Brennan

Appointment(s) for which you are applying:

- ☐ ABC Board ☒ Beautification Committee ☐ Board of Adjustment
☐ Cemetery Committee ☐ Forestry Committee ☐ Historical Preservation Committee
☐ Parks and Recreation Committee ☐ Planning Board

Do you have a preference? _____

Physical Address: 4451 Willow Moss Way, Southport, NC 28461

Mailing Address: same

Resident of Southport ☐ Yes ☐ No For How Many Years? 1.5

State and County of Legal Residence: NC Brunswick

Main Phone Number 443-377-8404 Secondary Number _____

Email Address: kmbrennan08@gmail.com

You may submit a resume along with your application detailing the following section if you choose.

Education MAS, Johns Hopkins University

Current/Present Employer Silver Coast Winery

Past/Most Recent Employer United Building Services Falls Church VA

Current Civic/community Participation currently board member, Sisters of Southport

Reasons you are qualified for this appointment (optional) _____

Do you anticipate any conflicts of interest if appointed? ☐ Yes ☒ No

Signature *Karen Brennan* Date 5/10/24

Please Return to: Deputy City Clerk Tanya Shannon
tshannon@cityofsouthport.com: 1029 N. Howe Street, Southport, NC 28461

Revised June 2023



APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES

The undersigned is interested in community service and provides this information for use by the Board of Aldermen in considering their qualifications for appointment to the following boards or committees:

Name Stephanie Jackson

Appointment(s) for which you are applying:

- ☐ ABC Board ☐ Beautification Committee ☐ Board of Adjustment
☐ Cemetery Committee ☐ Forestry Committee ☐ Historical Preservation Committee
☒ Parks and Recreation Committee ☐ Planning Board

Do you have a preference? _____

Physical Address: 821 Cape Harbor Drive Southport NC

Mailing Address: Same as above

Resident of Southport ☒ Yes ☐ No

For How Many Years? 105 years

State and County of Legal Residence: North Carolina / Brunswick

Main Phone Number 910 200 6662 Secondary Number _____

Email Address: redd1jackson@yahoo.com

You may submit a resume along with your application detailing the following section if you choose.

Education resume on file South Brunswick HS 1977

Current/Present Employer retired UNC-Wilmington 1977-1980

Past/Most Recent Employer Brunswick County Board of Education

Current Civic/community Participation Parks & Recreation Committee / Southport United

Reasons you are qualified for this appointment (optional) President of American Legion Auxiliary / OES #555

My experience of 35 years with Brunswick Co Schools

Served on Parks & Recreation Committee, Brunswick

of Southport NC. knows what Southport needs as a thriving community

Signature

Stephanie Jackson

Date

5-22-2024

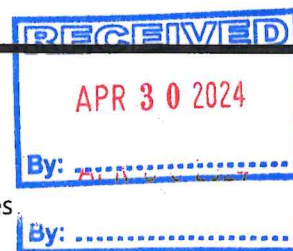
Please Return to: Deputy City Clerk Tanya Shannon

tshannon@cityofsouthport.com: 1029 N. Howe Street, Southport, NC 28461

Tanya Shannon

From: Lisa Hoke <lisahoke512@gmail.com>
Sent: Tuesday, April 30, 2024 11:18 PM
To: Tanya Shannon
Subject: Application for Appointment to Boards and Committees

Follow Up Flag: Follow up
Flag Status: Flagged



You don't often get email from lisahoke512@gmail.com. [Learn why this is important](#)

Hi Tanya,

I am not able to complete the fillable form online. I came and picked one up at City Hall, but I wasn't able to bring it back in person due to travel. So, I am emailing my application directly to you, hoping that you will still be able to consider me for a position. Thank you!

Name: Lisa Anne Hoke
Committee: Parks & Rec
Preference: Parks & Rec
Address: 6098 Harbor Oaks Drive
Address: 6098 Harbor Oaks Drive
Yes Resident of Southport for 6 years
NC Resident
Phone number: 919.413.8807
Email address: lisahoke512@gmail.com
Education: Bachelor of Science Business
Current employer: retired end of February
Past employer: Enact Insurance Company
Current civic/community participation: Board of Wooden Boat Show last 2 years
Qualifications: professional w/love of all things park & rec community involvement
No conflicts of interest if appointed

Lisa Anne Hoke



APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES

The undersigned is interested in community service and provides this information for use by the Board of Aldermen in considering their qualifications for appointment to the following boards or committees:

Name Keren Boyan

Appointment(s) for which you are applying:

- ☐ ABC Board ☐ Beautification Committee ☐ Board of Adjustment
☐ Cemetery Committee ☐ Forestry Committee ☐ Historical Preservation Committee
☒ Parks and Recreation Committee ☐ Planning Board

Do you have a preference? Parks and Recreation

Physical Address: 310 N. Atlantic Avenue

Mailing Address: _____

Resident of Southport ☐ Yes ☐ No For How Many Years? p/t2000,fulltime2020

State and County of Legal Residence: NC Brunswick County

Main Phone Number 704-904-0845 Secondary Number _____

Email Address: kerengetsmail@gmail.com

You may submit a resume along with your application detailing the following section if you choose.

Education B.S. Physical Education, M.ED Exceptional Children, Adventure Based Trainer

Current/Present Employer 5 Points Realty

Past/Most Recent Employer same

Current Civic/community Participation CACG, "share group coordinator"

Reasons you are qualified for this appointment (optional) see attached

Do you anticipate any conflicts of interest if appointed? ☐ Yes ☒ No

Signature Keren Boyan Date 4/28/2024

Please Return to: Deputy City Clerk Tanya Shannon
tshannon@cityofsouthport.com: 1029 N. Howe Street, Southport, NC 28461

Revised June 2023

Keren Boyan

310 N. Atlantic Avenue, Southport NC

704-904-0845 KerenGetsMail@gmail.com

Application to serve on the Parks and Recreation Committee:

Regarding qualifications - My background includes a BS in Physical Education and a Master of Education specializing in working with Exceptional Children and Adults. As an Exceptional Children's educator, I helped write grants that provided arts and recreational opportunities to all students attending Statesville Road Elementary. I was grateful for the opportunity to serve as a volunteer with Special Olympics for over 20 years, both as a "buddy" and then as an organizer.

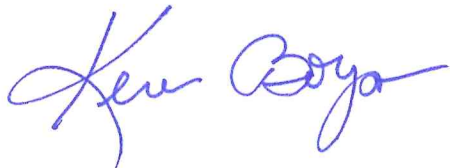
With a focus on "at risk" Junior High School students, I worked for Project Adventure in Gaston County for several years as a Certified Adventure Based Trainer. Later in my career, I co-owned a successful real estate company and developed a good understanding of fiscal obligations and responsibilities.

Currently, I am an active member in the Caswell Community Garden; chairing the Share Group that grows and delivers fresh food to home bound seniors in our community.

And I am volunteering to serve on the Parks and Recreation Committee because whether it's a swing at the waterfront park, a teen shooting baskets at the city gym, a brisk walk around Taylor Field, or the playgrounds at the Community Building, Caviness Park or Lowe-White Park, our urban parks enhance the health and fitness and wellbeing of our community.

I am passionate about conservation of outdoor spaces and parks and recreational opportunities. Thank you for your consideration.

Sincerely,





APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES

The undersigned is interested in community service and provides this information for use by the Board of Aldermen in considering their qualifications for appointment to the following boards or committees:

Name Emma Thomas

Appointment(s) for which you are applying:

- ☐ ABC Board ☐ Beautification Committee ☐ Board of Adjustment
☐ Cemetery Committee ☐ Forestry Committee ☐ Historical Preservation Committee
☒ Parks and Recreation Committee ☐ Planning Board

Do you have a preference? Parks + Recreation Committee

Physical Address: 216 N Atlantic Ave

Mailing Address: Southport, NC 28461

Resident of Southport ☒ Yes ☐ No

For How Many Years? 18 years

State and County of Legal Residence: NC Brunswick County

Main Phone Number 910-274-4183 Secondary Number _____

Email Address: emma+kayaks@yahoo.com

You may submit a resume along with your application detailing the following section if you choose.

Education B.S. - Parks + Recreation from UNC-G

Current/Present Employer The Adventure Kayak Company

Past/Most Recent Employer Wilmington YMCA + Brunswick Co. Parks + Rec.

Current Civic/community Participation Parks + Recreation Committee/SPT

Reasons you are qualified for this appointment (optional) Currently serving on SPT Parks + Recreation committee. I have worked in the Parks + Recreation field for the past 35+ years.

Do you anticipate any conflicts of interest if appointed? ☐ Yes ☒ No

Signature Emma Thomas

Date 4/22/24

Please Return to: Deputy City Clerk Tanya Shannon
tshannon@cityofsouthport.com: 1029 N. Howe Street, Southport, NC 28461



APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES

The undersigned is interested in community service and provides this information for use by the Board of Aldermen in considering their qualifications for appointment to the following boards or committees:

Name LAURA MCHATTIE

Appointment(s) for which you are applying:

- ☐ ABC Board ☒ Beautification Committee ☐ Board of Adjustment
☐ Cemetery Committee ☐ Forestry Committee ☐ Historical Preservation Committee
☒ Parks and Recreation Committee ☐ Planning Board

Do you have a preference? PARK AND REC

Physical Address: 205 E WEST ST, SOUTHPORT

Mailing Address: 205 E WEST ST, SOUTHPORT, NC 28461

Resident of Southport ☐ Yes ☐ No For How Many Years? 6

State and County of Legal Residence: NORTH CAROLINA BRUNSWICK COUNTY

Main Phone Number 520-465-8890 Secondary Number _____

Email Address: LBCHATTIE@GMAIL.COM

You may submit a resume along with your application detailing the following section if you choose.

Education BS Horticulture, AA marketing/merchandising

Current/Present Employer self employed as artistic creator, painter, clothing designer, recycled art

Past/Most Recent Employer self - faux finisher - atristic application to walls and murals, prior landscape

Current Civic/community Participation none

Reasons you are qualified for this appointment (optional) living in the heart of the city I
have a vested interest in what goes on in my neighborhood and want to see it
prosper and be a true asset to its residences.

Do you anticipate any conflicts of interest if appointed? ☐ Yes ☒ No

Signature Laura McHattie Date 3/21/24

Please Return to: Deputy City Clerk Tanya Shannon
tshannon@cityofsouthport.com: 1029 N. Howe Street, Southport, NC 28461



APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES

The undersigned is interested in community service and provides this information for use by the Board of Aldermen in considering their qualifications for appointment to the following boards or committees:

Name Vickie W. Potter

Appointment(s) for which you are applying:

☐ BC Board ☐ Beautification Committee ☐ Board of Adjustment
☐ Cemetery Committee ☐ Forestry Committee ☐ Historical Preservation Committee
☒ Parks and Recreation Committee ☐ Planning Board

Do you have a preference? Parks and Rec Committee

Physical Address: 511 E. Moore St, Southport, NC

Mailing Address: Same

Resident of Southport ☒ Yes ☐ No For How Many Years? 50

State and County of Legal Residence: Brunswick Co., NC

Main Phone Number 910-443-2982 Secondary Number _____

Email Address: vwpotter@yahoo.com

You may submit a resume along with your application detailing the following section if you choose.

Education High School

Current/Present Employer Retired

Past/Most Recent Employer City of Southport

Current Civic/community Participation N/A

Reasons you are qualified for this appointment (optional) _____

Do you anticipate any conflicts of interest if appointed? ☐ Yes ☒ No

Signature Vickie W. Potter Date 3-27-2024

Please Return to: Deputy City Clerk Tanya Shannon
tshannon@cityofsouthport.com: 1029 N. Howe Street, Southport, NC 28461

Revised June 2023



APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES

The undersigned is interested in community service and provides this information for use by the Board of Aldermen in considering their qualifications for appointment to the following boards or committees:

Name BONNER D HERRING

Appointment(s) for which you are applying:

- ☐ ABC Board ☐ Beautification Committee ☐ Board of Adjustment
☐ Cemetery Committee ☐ Forestry Committee ☒ Historical Preservation Committee
☐ Parks and Recreation Committee ☐ Planning Board

Do you have a preference? _____

Physical Address: 112 W BAY ST SOUTHPORT NC

Mailing Address: SAME

Resident of Southport ☒ Yes ☐ No For How Many Years? 53

State and County of Legal Residence: Brunswick County NC

Main Phone Number 772 263 1417 Secondary Number _____

Email Address: bonner@ocean2oaks.net

You may submit a resume along with your application detailing the following section if you choose.

Education BS UNCW

Current/Present Employer REMAX Southern Coast

Past/Most Recent Employer SELF

Current Civic/community Participation _____

Reasons you are qualified for this appointment (optional) Longtime Resident
experience in Real Estate Development

Do you anticipate any conflicts of interest if appointed? ☐ Yes ☒ No

Signature Bu D Herring Date 4/28/24

Please Return to: Deputy City Clerk Tanya Shannon
tshannon@cityofsouthport.com: 1029 N. Howe Street, Southport, NC 28461



APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES

The undersigned is interested in community service and provides this information for use by the Board of Aldermen in considering their qualifications for appointment to the following boards or committees:

Name Joanne Wesson

Appointment(s) for which you are applying:

- ☐ ABC Board ☐ Beautification Committee ☐ Board of Adjustment
☐ Cemetery Committee ☐ Forestry Committee ☒ Historical Preservation Committee
☐ Parks and Recreation Committee ☐ Planning Board

Do you have a preference? Yes, want to see HPC adopted by City of Southport.

Physical Address: 107 River Watch Lane, Southport, NC 28461

Mailing Address: 107 River Watch Lane, Southport, NC 28461

Resident of Southport ☐ Yes ☐ No For How Many Years? 35

State and County of Legal Residence: North Carolina, Brunswick County

Main Phone Number 910-264-4009 Secondary Number 910-457-0888

Email Address: river2992955@gmail.com

You may submit a resume along with your application detailing the following section if you choose.

Education Greensboro College, Greensboro, NC

Current/Present Employer Retired

Past/Most Recent Employer Coldwell Banker Sea Coast Real Estate

Current Civic/community Participation Lions Club, Chamber of Commerce, Spt. Historic Society, Dr

Reasons you are qualified for this appointment (optional) Appreciation for older properties. Traveled extensively in

Europe and understand importance to maintain past. Once destroyed; cannot be replaced. Tourists and

future residents are attracted here. A lifestyle incorporating natural resource, Cape Fear, with historic homes & buildings.

Do you anticipate any conflicts of interest if appointed? ☐ Yes ☒ No

Signature _____ Date April 29, 2024

Please Return to: Deputy City Clerk Tanya Shannon
tshannon@cityofsouthport.com: 1029 N. Howe Street, Southport, NC 28461



APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES

The undersigned is interested in community service and provides this information for use by the Board of Aldermen in considering their qualifications for appointment to the following boards or committees:

Name J David Miller

Appointment(s) for which you are applying:

- ☐ ABC Board ☐ Beautification Committee ☐ Board of Adjustment
☒ Cemetery Committee ☐ Forestry Committee ☐ Historical Preservation Committee
☐ Parks and Recreation Committee ☒ Planning Board

Do you have a preference? Planning Board

Physical Address: 404 Trout Lilly Lane, Southport, NC 28461

Mailing Address: same

Resident of Southport ☒ Yes ☐ No For How Many Years? lifetime

State and County of Legal Residence: NC Brunswick

Main Phone Number 910 367 8414 Secondary Number _____

Email Address: david.southport69@gmail.com

You may submit a resume along with your application detailing the following section if you choose.

Education SBHS, Lowes Managerial Training, Fire Fighter Training

Current/Present Employer Coastal Cremations

Past/Most Recent Employer Lowes Home Improvement

Current Civic/community Participation Fire Department

Reasons you are qualified for this appointment (optional) I am interested in the long term preservation of our city and its residents. I am an active member in the community and want to serve.

Do you anticipate any conflicts of interest if appointed? ☐ Yes ☒ No

Signature J David Miller Date 4/30/24

Please Return to: Deputy City Clerk Tanya Shannon
tshannon@cityofsouthport.com: 1029 N. Howe Street, Southport, NC 28461



APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES

The undersigned is interested in community service and provides this information for use by the Board of Aldermen in considering their qualifications for appointment to the following boards or committees:

Name Jerri L. Ward

Appointment(s) for which you are applying:

- ☐ ABC Board ☐ Beautification Committee ☐ Board of Adjustment
☒ Cemetery Committee ☐ Forestry Committee ☐ Historical Preservation Committee
☐ Parks and Recreation Committee ☐ Planning Board

Do you have a preference? Cemetery Committee

Physical Address: 305 E. 8th St. Southport, NC 28461

Mailing Address: 305 E. 8th St. - Southport, NC 28461

Resident of Southport ☒ Yes ☐ No For How Many Years? 65

State and County of Legal Residence: N.C. / Brunswick

Main Phone Number (910) 742-9967 Secondary Number _____

Email Address: wardj159@gmail.com

You may submit a resume along with your application detailing the following section if you choose.

Education High School / 2 yrs. College

Current/Present Employer N/A

Past/Most Recent Employer _____

Current Civic/community Participation None

Reasons you are qualified for this appointment (optional) my family is all buried in cemeteries in Southport.

Do you anticipate any conflicts of interest if appointed? ☐ Yes ☒ No

Signature

Jerri L. Ward

Date

4/30/24

Please Return to: Deputy City Clerk Tanya Shannon
tshannon@cityofsouthport.com: 1029 N. Howe Street, Southport, NC 28461



APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES

The undersigned is interested in community service and provides this information for use by the Board of Aldermen in considering their qualifications for appointment to the following boards or committees:

Name Tom Lombardi

Appointment(s) for which you are applying:

- ☐ ABC Board ☐ Beautification Committee ☐ Board of Adjustment
☒ Cemetery Committee ☐ Forestry Committee ☐ Historical Preservation Committee
☐ Parks and Recreation Committee ☐ Planning Board

Do you have a preference? Cemetery Committee Re Applying

Physical Address: 5021 Oaklock Court Southport NC 28461

Mailing Address: Same

Resident of Southport ☒ Yes ☐ No For How Many Years? 12

State and County of Legal Residence: Brunswick

Main Phone Number 910 363-4831 Secondary Number 910 640-8017

Email Address: thomaslombardi8@gmail.com

You may submit a resume along with your application detailing the following section if you choose.

Education _____

Current/Present Employer Retired

Past/Most Recent Employer _____

Current Civic/community Participation _____

Reasons you are qualified for this appointment (optional) Have served on Beautification, Bd of Adjustment, Cemetery Committee and Board of Aldermen

Do you anticipate any conflicts of interest if appointed? ☐ Yes ☒ No

Signature Tom Lombardi Date 4/29/24

Please Return to: Deputy City Clerk Tanya Shannon
tshannon@cityofsouthport.com: 1029 N. Howe Street, Southport, NC 28461



Planning Board Minutes
Community Building 223 E. Bay Street
May 16, 2024
6:00 P.M.

Members Present: Sue Hodgins, Will Hewett, Fred Fiss, Roy Pender, Scott Jones, Kevin Locklin, and Donnie Joyner

Members Absent: Chris Jones and Dick Sloan

Staff Present: Mo Meehan, City Planner
Tanya Shannon, Deputy Clerk
ChyAnn Ketchum, Director of Communications/PIO

Board of Aldermen Frank Lai

Liaisons Present:

A. Chair Sue Hodgins called the meeting to order at 6:00 p.m.

B. Mr. Donnie Joyner gave the Invocation.

C. Chair Hodgins led the Pledge of Allegiance.

D. Approval of the Minutes

Mr. Joyner motioned to approve the April 18, 2024, Minutes and seconded by Vice-Chair Hewett. **Unanimous Vote; Motion carried.**

E. Approval of the Agenda

Vice-Chair Hewett motioned to approve the agenda, which Mr. Joyner seconded. **Unanimous Vote; Motion Carried.**

F. Public Comment: None

G. Old Business

1. Text Amendment Section 3.9 Signs

Ms. Meehan provided background information on the proposed amendment. She stated that the updated draft of amendments is for Section 3.19 *Signs*. After review and discussion from the Planning Board, further updates were requested at the April 18th meeting. One specific question that had no consensus is the use of neon or neon-like 'Open' signs for businesses. The text was sent back for further discussion to the Committee with a unanimous vote. Following the Planning Board's direction, the Review Committee, consisting of Mr. Locklin, Mr. Fiss, and Ms. Hodgins, reconvened on May 9. The draft update to Section 3.19 *Signs* now includes the following additions:

1. Political signs – allow one sign per candidate per lot
2. Color temperature included for window lighting as well as outdoor sign lighting
3. Neon – include LED lighting with the appearance of neon to list of prohibited signs
4. Updated mural standards per recommendations of Mr. Locklin.

The Committee was split on the addition of neon or neon-type open signs and asked that the full Planning Board vote on the matter. The following are the two options for consideration:

1. Follow the Ordinance and prohibit all neon signs, including 'Open' signs.

2. Allow neon 'Open' signs with a size limit in the Business District (BD) and Highway Commercial (HC) zoning districts. Some sizes mentioned at the meeting were 7" x 18" and 13" x 32".

It was asked whether the existing signs could remain if the text amendment were approved. Ms. Meehan said that the Board could choose to have six months of grace before removal or consider them non-conforming and that when those signs are no longer being used, that sign would have to conform with the Ordinance.

Mr. Scott Jones was in favor of neon signs as long as their size is regulated. According to Ms. Meehan, the most popular sizes are 9 x 16, 10 x 18, or 10 x 20, with larger signs being 12 x 24. It was clarified that these regulations would only apply to 'Open' neon signs. Mr. Fiss believes these regulations are meant to be proactive in preserving the character of the business corridor. He does not want to see a complete restriction on the signs but suggests limiting the square inches to maintain the norm of having 'Open' neon signs.

Mr. Locklin explained that everyone is allowed diverse types of signage. He focuses on what is best for the community's image, especially as a coastal town. Research shows that signage has a significant impact on a town's vitality. Having fewer signs does not necessarily hinder economic growth. After viewing 211 businesses, he found that only 39 of them had neon 'Open' signs, which is 19%. He believes that using more aesthetically pleasing signs can create a better look and feel, complementing the quaintness and atmosphere of the city. He thinks visitors come to Southport for the small-town atmosphere and are looking to escape from overly- stimulating signage.

Mr. Joyner does not believe there is a need for regulations on 'Open' signs. He has not encountered any overly flashy signs and believes that imposing restrictions may be burdensome for business owners. 'Open' signs have been a common practice for over a decade, and many people rely on them. Mr. Hewett agrees with imposing a size limit but feels that over-restricting could be offensive to some business owners. He would like business owners to be aware of other options and the signs to remain out of the CBD and Historic District.

The Board discussed various compromise options, including allowing a single 'Open' neon sign with size restrictions. Mr. Pender does not support the idea of having more neon signs, but he would like to enable existing businesses to continue using them by grandfathering them in. Mr. Locklin suggested imposing limits on the number and size of neon signs and gradually phasing them out over three years. He explained that there are alternative ways to illuminate 'Open' signs without using neon lighting. Mr. Locklin expressed concern that allowing more neon signs could lead to an influx that may not be aesthetically pleasing, and he would like to see their numbers decreased. Mr. Scott Jones disagreed and felt there would not be a massive influx, considering that only 19% use them, and he does not see more people going out to get them. He does, however, agree with limiting the number and the size.

Chair Hodgkin inquired if anyone had any additional comments or questions about signage. The Board unanimously referred the discussion back to the Review Committee for further discussion and future suggestions.

Mr. Fiss asked for clarification on inflatable signs and whether they are consistent with the current sign ordinance. Section 3.19 *Signs F:7 Inflatable Sign. One (1) inflatable sign shall be allowed once per calendar year per business. a) Further, inflatable signs shall not be internally illuminated, shall not be higher than 25 feet above grade, and shall not be erected or maintained on a building parapet or roof. The time allowed for these signs shall not exceed*

ten days. These signs shall be located on either an attached, tethered, or freestanding structure. The sign and its structure shall not block or inhibit the visibility of vehicular traffic or in any way pose a danger to pedestrians or vehicular traffic or property.

Mr. Fiss raised concerns about the necessity of electronic messaging signs, suggesting that they should only be used for Municipal buildings. The Board couldn't find a valid reason to allow inflatable signs but agreed that electronic messaging signs should only be permissible for Municipal buildings.

Mr. Fiss made a Motion to ban Electronic Message Center (EMC) Signs in the Central Business District and the Business District, except for Municipal buildings (Article 3.19 F:6). The motion also includes a ban on Inflatable Signs in the Central Business District and Business District (Article 3.19 F:7). Seconded by Mr. Locklin. **Unanimous Vote; Motion Carried.**

1. Major Site Plan 101 E. Moore St. Update

Ms. Meehan provided an overview of the Major Site Plan. She mentioned that the Review Committee, consisting of Ms. Hodgins, Mr. Chris Jones, and Mr. Fiss, met on May 9. The Committee reviewed the updated site plan, which included a new parking layout, all required setbacks and allowed parked vehicles to back into Howe Street.

There were questions from the Board and the Committee, and they requested Staff to contact the NCDOT for further information and approval regarding the safety and permissibility of backing out onto Howe Street, which is a State highway. There were also some pedestrian concerns. Ms. Meehan sent a letter to the Division III Traffic Engineer but has not received a response yet. She plans to follow up next week.

The Committee requested Staff to compile all communications between Staff and the applicant from the Planning Board's last activity on this Plan, including the Parking Study Submittal, to ensure that there was consistent communication and progress with the application and that it did not go dormant for six months. Staff is gathering all the information and will present it to the Board and Committee as it becomes available. Chair Hodgins noted that the Committee also requested written documentation from the Police and Fire departments regarding the Board of Adjustment's approval. No action was taken; only an update was made.

2. Zoning Map Amendment Update HC to BD - North Howe St. at River Rd.

Ms. Meehan stated the Planning Board requested a rezoning consideration for the south side of the intersection of North Howe Street and HWY 211. The proposal was made in February, and the existing corridor conditions were presented in March. Staff reached out to surrounding property owners for input. Three out of four owners have responded. Bald Head Limited supports a gateway and entry corridor, while Walgreens owners expressed concerns about potential future changes. Staff recommended waiting for the completion of the Comprehensive Plan update, which includes gateway corridor studies and public input.

Mr. Fiss inquired about the size of the Walgreens, asking if it was over 5,000 square feet. Ms. Meehan confirmed that it was over 10,000 square feet. Mr. Scott Jones then asked about the size of the old Kerr Drug building, which is now a vacant/abandoned building. Mr. Hewett estimated its size to be 8,000 square feet. Mr. Fiss inquired about the potential for the property to remain unchanged, asking whether conditional zoning or a variance would be requested. Ms. Meehan clarified that conditional zoning would not be an option, but a request for a variance could be pursued.

Chair Hodgkin noted that since not all property owners have responded yet, it might be most prudent to finalize the proposed revision for the city's gateway. She mentioned an upcoming Steering Committee Meeting as an opportunity to review all the information and gather ideas and feedback for the vision of a Southport entryway. It was the consensus of the Board to move forward by sending all recommendations and ideas to the Comprehensive Plan Consultants and allowing them to incorporate them into the suggestions from the Consultants, Steering Committee, and Public Input.

H. New Business

1. Section 3.17 D. Landscaping on Public Property Text Amendment Introduction

Ms. Meehan said the proposed Text Amendment would be brought to the Planning Board at its June meeting. She explained that the Board of Aldermen has been considering and soliciting input for right-of-way allowances. She said at the Aldermen's May 9 meeting, they approved a City Ordinance that allows certain encroachments, including some parking, existing land use, and some grass within the right of way. She said in Section 3.17 D. *Landscaping on Public Property* of the UDO mirrors one portion of that, so the Planning Board is tasked to update the UDO to match that language. Right now, the language as it states in the UDO: *It shall be unlawful for any person to place or cause to be placed on any public street, road, alley, sidewalk, or other public right-of-way within the city any wall, fence, gate, brick, stone, wood, rock, vegetation, or other structure, material, or substance above the horizontal plane of the existing ground.*

Some of the new ROW allowances that will be added:

- Installation of turf grass on grade.
- Residential areas without off-street parking requirements are allowed to improve two parking spaces with standards.

Ms. Meehan will be drafting the language for the Board to review in the upcoming meeting.

Chair Hodgkin suggested that the Board review Section 3.17 D Landscaping on Public Property in the UDO so that they will be prepared to discuss the proposed new language when it is provided. The Board agreed.

I. Other Business None

J. Announcements

Ms. Meehan announced the next public input sessions for the Comprehensive Plan. They will take place on May 22 from 9:00 to 11:30. There will also be a walking tour around the city. If anyone is unable to participate in the walking tour, a roundtable listening and input session will be held that same day at the Community Building at 1:00 p.m.

Chair Hodgkin announced that the Green Growth Toolbox Workshop will take place on May 21 at 9:30 a.m. at the Pender County Library. She also mentioned that the Comprehensive Plan Steering Committee Meeting is scheduled for May 21 at 5:30 p.m. at the Nash Street Substation. Additionally, on May 22, Mr. Fiss and Ms. Hodgkin will be attending the Legislative Zoning Workshop instructed by the UNC School of Government in Wilmington.

There was no further business or discussion. Chair Hodgkin requested a Motion to adjourn the meeting. A motion was made by Vice-Chair Hewett to adjourn and was seconded by Mr. Fiss. ***Unanimous Vote; Motion Carried. Adjourned—7:43 p.m.***

Chair, Sue Hodgkin

Deputy Clerk, Tanya Shannon

DRAFT

MAY 2024 SALES DATA COMPARISON AND SAVINGS

SALES TYPE	2023 Sales	2024 SALES	DIFFERENCE	% CHANGE
RETAIL	\$ 399,112.85	\$ 423,412.30	\$ 24,299.45	6.09
MXB SALES	\$ 195,938.15	\$ 213,566.34	\$ 17,628.19	9.00
TOTAL	\$ 595,051.00	\$ 636,978.64	\$ 41,927.64	7.05
Customers	9372	9836	464	4.95
		\$ -		
Bottles Sold	29,377	30,578	1,201	4.09
			0	
SPA SAVINGS		\$ 10,127.42		
		\$ -		
Credit Cards	\$ -	\$ 388,253.33		
TOTAL SALES INC. TAX	\$ -	\$ 453,060.16		
	2019 Sales	2024 Sales	Difference	
Retail 2019	\$ 266,985.10	\$ 423,412.30	156,427.20	58.59
MXB 2019	\$ 117,287.38	\$ 213,566.34	96,278.96	82.09
	\$ 384,272.48	\$ 636,978.64	252,706.16	65.76
SALES TYPE	2020 SALES	2024 SALES	DIFFERENCE	% CHANGE
RETAIL	\$ 354,760.10	\$ 423,412.30	\$ 68,652.20	19.35
MXB SALES	\$ 18,858.81	\$ 213,566.34	\$ 194,707.53	1032.45
TOTAL	\$ 373,618.91	\$ 636,978.64	\$ 263,359.73	70.49
SALES TYPE	2021 Sales	2024 SALES	DIFFERENCE	% CHANGE
RETAIL	\$ 305,675.20	\$ 423,412.30	\$ 117,737.10	38.52
MXB SALES	\$ 168,139.66	\$ 213,566.34	\$ 45,426.68	27.02
TOTAL	\$ 473,814.86	\$ 636,978.64	\$ 163,163.78	34.44
SALES TYPE	2022 Sales	2024 SALES	DIFFERENCE	% CHANGE
RETAIL	\$ 322,107.10	\$ 423,412.30	\$ 101,305.20	31.45
MXB SALES	\$ 173,382.29	\$ 213,566.34	\$ 40,184.05	23.18
TOTAL	\$ 495,489.39	\$ 636,978.64	\$ 141,489.25	28.56