



**CITY OF SOUTHPORT
BOARD OF ALDERMEN
REGULAR MEETING AGENDA**
223 E. BAY STREET
June 2, 2025
9:00 AM

Agenda

Please turn off all cell phones

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

ETHICS STATEMENT:

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

A. Call to Order

B. Invocation

C. Pledge of Allegiance

D. Public Comment

E. Approval of Agenda

F. Approval of the Consent Agenda

1. Approval of a Contract for Construction of the Weather Tower (Pgs. 3-9)
2. Resolution Requiring the Live Streaming and Recording of the Board of Adjustment Meetings (Pg. 10)

G. Special Recognition

1. Recognition of Doshier Hospital on the Occasion of their 95th Anniversary

H. Agenda

1. Presentation by Otto Connect Inc. Parking Management (President and CEO Jim Varner Pgs. 11-46)
2. Amendments to Update the UDO for Consistency with NC General Statutes (Planning Services Director Maureen Meehan Pgs. 47-55)
3. Southport Emergency Operation Plan (Chief Charles Drew Pgs. 56-169)

- I. Manager's Report**
- J. Mayor's Comments**
- K. Board Comments**
- L. Adjourn**



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: 6/2/2025

DEPARTMENT: Public Services

PRESENTED BY: Tom Zilinek, City Engineer

ITEM SPONSORED BY: Public Services Department

ITEM/TOPIC: Award Contract for Weather Tower Construction

COST: \$74,900.00

JUSTIFICATION: The City of Southport had a weather tower located on the Fort Johnston property on the Cape Fear River. The steel weather tower was originally constructed in 1901. The tower collapsed in a storm in 2019. The collapsed tower was removed for safety reasons in late 2019. Donations were solicited to reconstruct the weather tower. The replacement tower will be a replica of the original tower and will be constructed in the same location. State Historic Preservation Office (SHPO) permits have been received for the reconstruction and the City is now ready to proceed.

IMPACT IF NOT APPROVED: Weather Tower will not be constructed

DEPARTMENT HEAD COMMENTS: The contractor is qualified to complete the work and Archeological Monitoring per SHPO comments has previously been arranged. The project is ready for construction. The Contractor also has been involved in the project from the beginning of the entire process.

CITY MANAGER COMMENTS: This is the last step in the process to finally getting construction started on the weather tower project.

ATTACHMENTS: Quote from Cape Fear Iron Works for construction of Weather Tower and Contract with Cape Fear Iron Works for construction of Weather Tower.

REQUESTED ACTION: Approve the contract to Cape Fear Iron Works in the amount of \$74,900.00 for the Weather Tower Construction. Although the quote lists \$80, 143 as the total cost our actual cost will be \$74, 900 since we get back the sales tax that is paid.

PROPOSED MOTION: Motion to approve the contract to Cape Fear Iron Works in the amount of \$74,900.00 for the Weather Tower Construction

NORTH CAROLINA
COUNTY OF BRUNSWICK

CONTRACT FOR Weather Tower Construction

THIS CONTRACT, made and entered into this the ____ day of _____, 2025, by and between the CITY OF SOUTHPORT, a North Carolina municipal corporation (hereinafter referred to as "CITY") and CAPE FEAR IRON WORKS, INC. a corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

That the City and the Contractor, for the consideration stated herein, mutually agree as follows:

1. STATEMENT OF WORK. The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment and services necessary to complete SOUTHPORT WEATHER TOWER CONSTRUCTION in an efficient and workmanlike manner, and in accordance with all applicable federal, state or local laws, acts or requirements, etc. (hereafter the "Work"). This includes Fabrication, HDG Coating, Footings, and Installation and Erection of Weather Tower.
2. INCORPORATION OF SPECIFICATIONS. The plans entitled "Southport Weather Tower" dated 11/27/2024 consisting of 3 sheets prepared by Stature Engineering and quotation from Cape Fear Iron Works, Inc. dated 4/28/2025 are a part and parcel of this contract, incorporated by reference hereto and a part hereof to the same extent as if set forth herein in full.
3. CONTRACT PRICE. The City will pay the Contractor for performance of the contract, the sum of SEVENTY THOUSAND NINE HUNDRED DOLLARS (\$74,900.00) to be paid as follows:
At completion of project.
The City, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work and supplying material or services to the Contractor, or any subcontractor, for work under this contract, if this is deemed necessary by the City to protect the City's interests.
4. INDEPENDENT CONTRACTOR. The parties acknowledge that the Contractor is an independent contractor and in no way or for any reason shall be considered an employee of the City. Except as otherwise provided by this Contract, the Contractor shall have full discretion to determine which tools and methods shall be used and how much time shall be devoted to the completion of the Work. Also, the Contractor shall have full authority and discretion to employ those persons or subcontractors the Contractor deems necessary to complete the Work.
5. COMPLIANCE WITH ALL PERMITS AND CODES. The contractor shall give all notices required by, and comply with all applicable codes, ordinances, laws and acts of the United States, State of North Carolina, County of Brunswick and/or the City of Southport, and shall, at his own expense, secure and pay the fees or charges for all permits required for the performance of the Work.

6. CARE OF WORK. The Contractor shall be responsible for and required to make good all damages to persons or property that may occur during the contract period, caused by carelessness, neglect, or want of due precaution on the part of the Contractor, or as a result of his fault or negligence in connection with the prosecution of the Work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance of the Work by the City. He shall repair at his own expense in a manner satisfactory to the City any damage caused by his operations.
7. ACCIDENT PREVENTION. The Contractor shall exercise proper precautions at all times for the protection of persons or property and shall be responsible for all damages to persons or property, either on or off the site. The safety provisions of applicable laws, acts and building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as is determined to be reasonably necessary.
8. INDEMNIFICATION OF CITY.
 - (A) The Contractor shall indemnify and hold harmless the City from liability for any damage to persons or property resulting from prosecution of work under this Contract.
 - (B) The Contractor shall indemnify and hold harmless the City from any and all claims of subcontractors performing services or supplying material to the site.
 - (C) The Contractor shall indemnify and hold harmless the City and the officers and agents thereof from any and all claims, suits and proceedings of every name and description which may be brought against the City or the officers and agents thereof, for or on account of any injuries or damages to persons or property received or sustained by a person or persons, firm or corporation, of, by or in consequence of any materials used in said work, or by or on account of any improper material or workmanship in its construction, or by or on account of any accident or of any other act or omission of said Contractor or their agents, employees, servants or workers.
9. INSURANCE.

The Work and products to be provided under this Contract shall not commence until the contractor has obtained all required insurance and certificates of insurance have been submitted to and approved by the City. These certificates shall contain a provision that coverage afforded under the policies will not be canceled, reduced in amount or coverage eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested to the insured and the City of such alteration or cancellation. The City of Southport shall also be named as an additional insured.

 - (A) Workers' Compensation and Employer's Liability

The Contractor shall provide and maintain, during the life of the Contract, workers' compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease coverage limit.

(B) General Liability Coverage

The Contractor shall carry comprehensive general liability insurance to protect the contractor and his subcontractors against claims for injury to or death to one, or more than one person due to accidents which may occur or result from operations under the Contract and to protect him and his subcontractors from claims for property damage which might arise from operations under the Contract. Such general liability insurance shall cover the use of all equipment, hoists, and motor vehicles on the site, or hauling materials or debris from the site.

Minimum limits of general liability insurance shall be as follows:

- General Liability - \$2,000,000 (Can be \$1,000,000 of General Liability with \$1,000,000 of Umbrella or Excess Coverage)
- Auto Liability - \$2,000,000 (Can be \$1,000,000 of Auto Liability with \$1,000,000 of Umbrella or Excess Coverage)

All deductibles shall be the responsibility of the Contractor.

10. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Contractor agrees as follows:

(A) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, age, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, religion, sex, age, or handicap. Such action shall include but not be limited to employment, upgrading, demotion, transfer recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post notices setting forth the provisions of this non-discrimination clause in conspicuous places available to employees and applicants for employment.

(B) In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such releases, regulations or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts.

11. E-VERIFY. As a condition of this Contract, the Contractor shall comply with the requirement of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor provides the services to the City utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well.

12. TIME FOR COMPLETION. The Work the Contractor is required to perform under this contract shall be commenced within FOURTEEN (14) days after the execution of the

Contract and shall be fully completed within NINTY (90) consecutive calendar days following such commencement.

13. INSPECTION OF WORK. All materials and each part or detail of the Work shall be subject to inspection by the City. The City shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.
14. CARE OF EXISTING FACILITIES. In execution the Work, the Contractor shall exert every effort not to injure existing facilities or to break into them. Any damage that is done thereto shall be promptly repaired by the Contractor at his own expense. He shall not interrupt or interfere with the operation of the existing facilities during construction except when absolutely necessary. When this is the case, he shall consult with the City Manager or his or her designee as to procedure and shall be governed by their decision. Any improvements damaged during construction of the project shall be restored to a condition equal to that existing at the time of award of contract.
15. GUARANTEE OF ALL WORK. All work shall be guaranteed by the Contractor and his Sureties against defects resulting from the use of faulty or inferior materials, equipment, or workmanship for one year from the date of final completion of the Work as signified by acknowledgment of receipt of final Payment by the Contractor, or from date of notice of full occupancy of the facility by the City, whichever is earlier, or from the date of final completion as established by the City.
16. TERMINATION OF CONTRACT.
 - (A) If the Contractor refuses or fails to prosecute the Work with such diligence as will insure its completion within the time specified, the City may terminate the Contractor's rights to proceed with the Work. Upon such termination, the City may take over the Work and prosecute the same to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by the City in its completion of the Work and they shall also be liable to the City for liquidated damages for any delay in the completion of the Work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the Work such materials, tools, equipment, and plans as may be on the site of the Work and necessary thereof.
 - (B) The City may terminate this Contract at any time for any reason or no reason at all upon five (5) business days' written notice to the Contractor. If the City terminates pursuant to this subsection, it shall pay the Contractor for the reasonable value of the services and materials provided as of the date of termination.
17. FORCE MAJEURE. The Contractor shall not be responsible for delays or failures if such delays or failures arise out of causes beyond the Contractor's control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather. Should one of the causes delay the Contractor's completion of the Work within the time specified herein, the

parties shall agree to a reasonable extension of the time to complete the Work without penalty to the Contractor.

The Contractor shall be responsible for providing evidence to the City substantiating any claims made by the Contractor that any delays or failures arise out of causes beyond the Contractor's control. Such evidence shall be provided within five (5) business days of the date on which the Contractor first makes such a claim.

18. CHANGES IN THE WORK. Changes in the scope of Work and time under this contract shall be in writing and mutually executed by the Contractor and the City. The Contractor shall not be paid for any work requiring a change order unless the City approves the change order.
19. CHOICE OF LAW. Any and all disputes arising from this Contract or work performed pursuant to this Contract shall be governed by the laws of the State of North Carolina.
20. ENTIRE AGREEMENT. This Contract and any attachments thereof shall constitute the entire understanding between City and Contractor and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

IN WITNESS WHEREOF, the City and the Contractor have executed this Contract as of the day and year first above written.

CITY OF SOUTHPORT

CONTRACTOR

By: _____

By: _____

City Manager

Title: _____

ATTEST:

_____, City Clerk

This instrument has been pre-audited in the manner required by the local government budget and fiscal control act.

Finance Director

Date



Cape Fear Iron Works, Inc.

P.O. Box 339
4101 Blue Clay Rd
Castle Hayne, NC 28429

AISC Certified Fabricator
OFFICE PHONE:
(910) 675-9795



QUOTATION

FOR: Southport Weather Tower Replacement

City of Southport

Tom Zilinek

Quote Number: 5079

Quote Date: 04/28/2025

Quote Expires: 05/08/2025

COMMENTS: Fabrication and Delivery only

CONTRACT TERMS: Balance due upon deliveries or upon owner's approval and stored offsite.

ITEM	ITEM DESCRIPTION	QTY	UNIT PRICE	TOTAL AMOUNT
1	Fabrication, HDG Coating, Footing Installation and Erection of Weather Tower	1	\$ 74,900.00	\$ 74,900.00

This proposal is valid for 10 day(s) and subject to price review at the time of PO or job award if quote has expired, or if any change has been made in the above scope of work (material type, quantities, etc). Purchaser is solely responsible for determining the effectiveness, suitability, and safety of any particular use or application of the product. Seller does not warrant any designs, engineering, or installation of specific structures. Seller is not responsible for delivery delays, installation rates, or any consequential damages. Sales Tax Exemption Certificates must be provided at the time of order if applicable. These terms and conditions are an integral part of the Sales Quotation and Order Form.

Subtotal	\$ 74,900.00
Tax Rate	7.00%
Sales Tax	\$ 5,243.00
Other	\$ -
TOTAL	\$ 80,143.00

Thank you for the opportunity to provide you with a quote. If we can assist in any way, do not hesitate to contact us.

I understand, that upon signing, this SALES QUOTATION becomes my ORDER and is a binding contract once it has been accepted by CFIW.

X

SIGNATURE / TITLE

DATE

PO NUMBER



Resolution #25-0602.01

**A RESOLUTION OF THE SOUTHPORT BOARD OF ALDERMEN AS TO THE
RECORDING AND BROADCASTING OF CITY MEETINGS**

WITNESSETH:

WHEREAS, the Southport Board of Aldermen adopted Resolution #25-0410.01 on April 10, 2025, to require the live streaming and recording of all the Board of Aldermen and Planning Board Meetings

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SOUTHPORT THAT RESOLUTION #25-0410.01 IS AMENDED AS FOLLOWS:

1. Paragraph #1 is rewritten to read “All meetings of the Board of Aldermen, Planning Board, and Board of Adjustments Regular, Special, or Emergency, where a quorum of either Board is assembled for deliberations, and the conducting of business shall always be live-streamed and recorded.” All remaining provisions of resolution #25-0410.01 remain the same as adopted.

Adopted this 2nd day of June 2025.

X

Rich Alt
Mayor

X

Tori Deviney
Deputy City Clerk

Otto Connect, Inc.

Parking Management Overview

Jim Varner
President and CEO
Otto Connect, Inc.

Contact us:
surfcaster@ottoconnect.us
910-200-1497



Disclaimer

- This is an overview and assessment of paid parking for the City of Southport, NC.
- Any implementation plans require approval by the Board of Alderman.
- Otto Connect can provide a range of services including:
 - Consulting for parking assessment
 - Competitive parking rates
 - Projected Revenue options
 - Resident vs. Visitor Permits and Options
 - Identify potential Additional Paid Parking areas for approval

Topics

- Intro to “SurfCAST by Otto” Parking Management
- The BASIC Details:
 - Resident/Owners
 - Visitors
 - Where to Park
 - Enforcement
 - Ordinances (Typical)
 - Citation Fines
 - Sign Template
- Parking areas for consideration
- Cost for Implementation
- Actions Required for Next Steps

“SurfCAST by Otto”

“SurfCAST by Otto Connect” is a mobile app and web/cloud-based product – customized for Southport as a parking management solution.

- We do not support meters or kiosks due to our corrosive coastal environment and cost of maintenance and risk of failure.
- To keep costs down, we prefer to avoid a fixed office and have online and phone support for any supported activity.

We use license plate details to setup and monitor parking permits or issue parking citations for violations based on City Ordinances.

“SurfCAST by Otto”

SurfCAST support is available via:

- Mobile App: “SurfCAST by Otto” (Apple Store and Google Play)
- QRcode/Website: <https://park.surfcast.ottoconnect.us>
- Phone: 910-200-1497 (with local, real, people)
- Parking Attendants (for permits or general information)

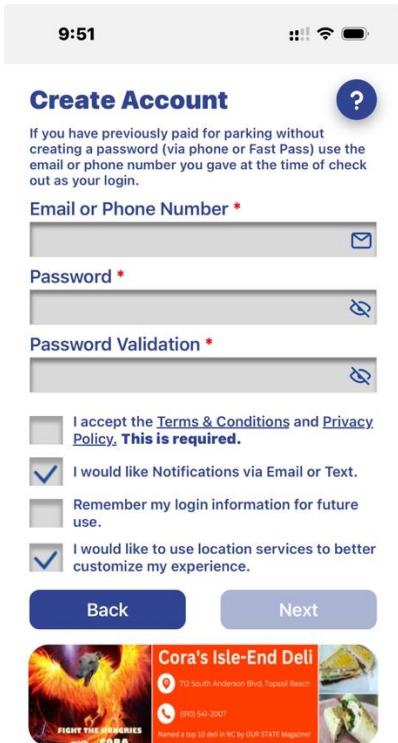
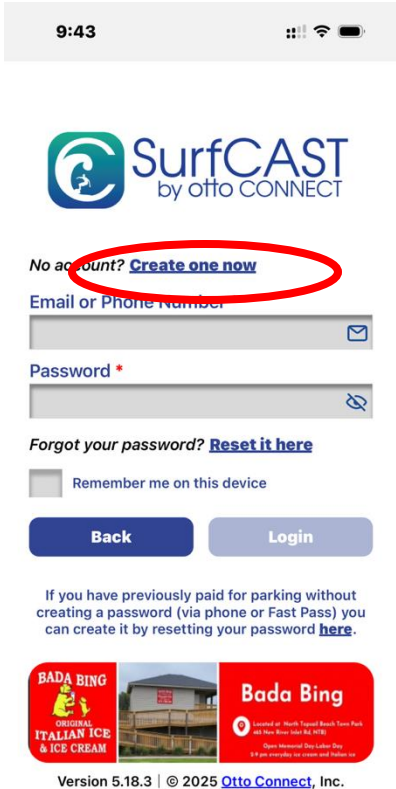
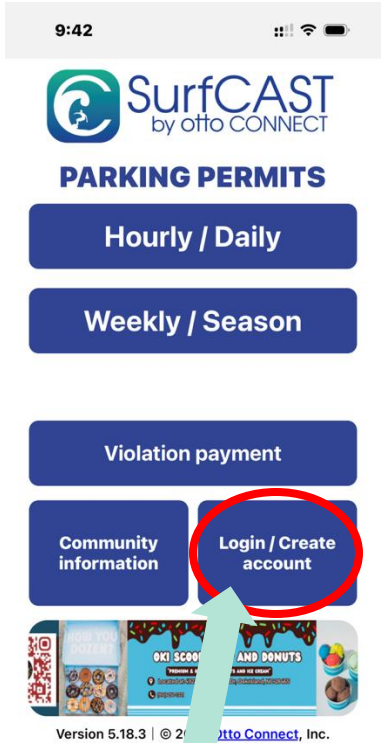


Our GOAL is to create VALUE: for the City, Residents, and Visitors with a seamless, easy to use, parking management solution.

BASIC 1: Residents

- Residents/Owners can obtain free or reduced fee parking permit(s) via SurfCAST
 - Use for Cars, Trucks, LSV/Carts, Trailers (boat) – quantity determined by the City
- Registration will use an **Authorization Code** and use your license plate for permit identification. Typical Auth Code is a Utility Account number (**Electric Bill**), or Parcel ID.
- Registration will be via SurfCAST using:
 - Mobile App “SurfCAST by Otto” (Apple Store, Google Play)
 - Website <https://park.surfcast.ottoconnect.us>, or
 - Phone: 910-200-1497
- Once obtained – permits are good for the calendar year/season (NOTE: Free resident permits can be automatically renewed annually).
 - Park in a designated parking space only
 - Must use a registered vehicle
 - You do not need to register each time you park (we will scan your tag and verify permit)
 - You can change vehicle once every 90 days (app, website, email, or phone)

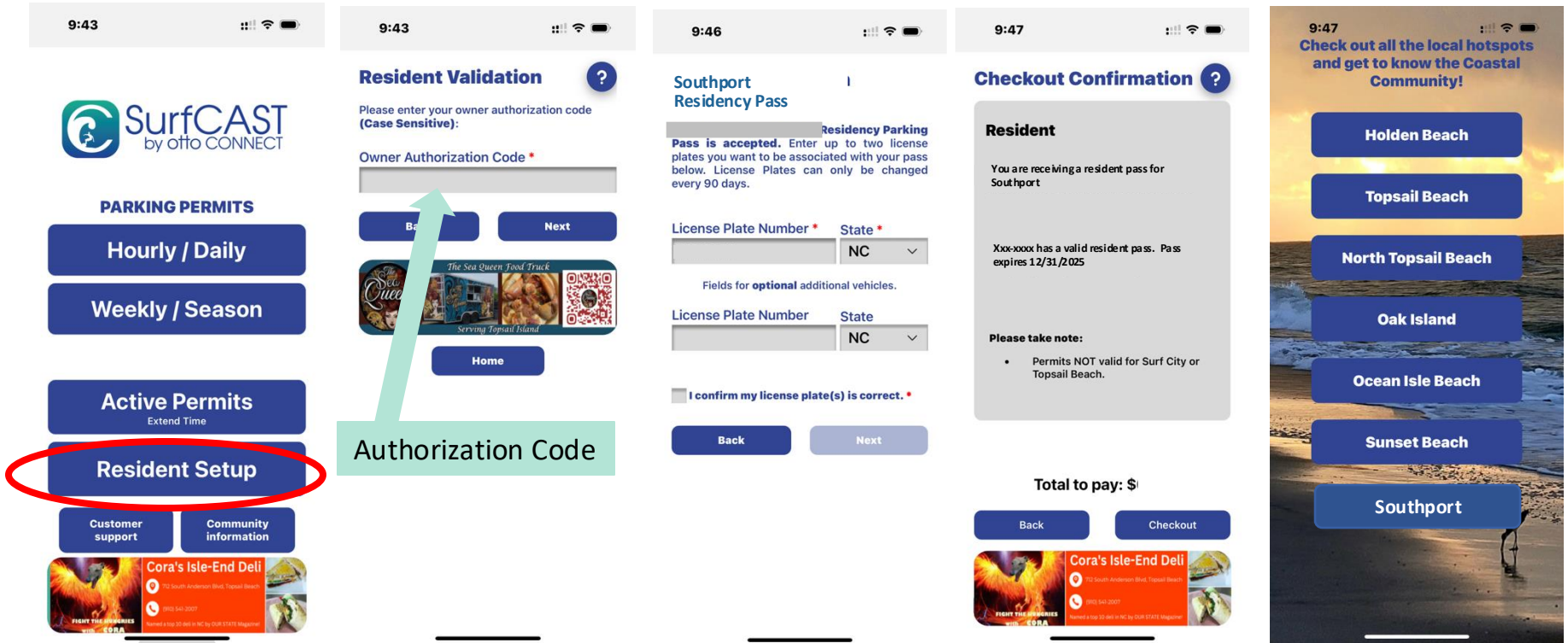
Resident Application Flow



Residents are required to setup an account.

Note: Screen shots shown are subject to change without notice for both mobile app and web application.

Resident Application Flow



As a Resident, you do not need to login each time you park when using a registered vehicle in your resident account.

Visitor Application Flow (Fast Pass)

9:42
SurfCAST by OTTO CONNECT
PARKING PERMITS
Hourly / Daily
Weekly / Season
Violation payment
Community information
Login / Create account
Version 5.18.3 | © 2025 Otto Connect, Inc.

7:21
Fast Pass to Park
1. Enter Email or Phone Number
2. Enter Zone
3. Select Duration
4. Add Vehicles
5. Double Check License Plate Entry
6. Select Preferences
7. Confirm
8. Checkout Confirmation
9. Pay with card
10. Check out all the local hotspots and get to know the Coastal Community!

7:23
Fast Pass to Park
5. Add Vehicles
License Plate Number
State
Enter up to two vehicles one at a time.
6. Double Check License Plate Entry
7. Select Preferences
8. Confirm
9. Checkout Confirmation
10. Pay with card

7:24
Checkout Confirmation
Southport, NC
XXX-XXXX I NOT have a pass.
Vehicle has spent \$0 today.
Day Pass upgrade price is \$20.
You pay \$10 for a 2 hour permit
Town Ordinances Include:
• No Parking against the flow of traffic.
• No Parking in right-of-way. Parking is only permitted in a legal parking spot with a yellow bumper.
• Non residents are not permitted to park in a marked resident spot.
• Paid permits do not apply in the OAKPIER lot.
• OAKPIER is two hour free parking only regardless of permit.
Total to pay: \$10.00
Back Checkout
Cancel Pay

9:47
Check out all the local hotspots and get to know the Coastal Community!
Holden Beach
Topsail Beach
North Topsail Beach
Oak Island
Ocean Isle Beach
Sunset Beach
Southport

Note: Screen shots shown are subject to change without notice for both mobile app and web application.

BASIC 2: Visitors

- Permit purchase options for Hourly or Season permits per vehicle.
 - Mobile App
 - QRcode – link to website
 - Website directly
 - Via the Phone
 - Attendants in the parking areas
- 2025 Parking Rates per vehicle proposed (competitive in Brunswick Co)
 - *\$5 per hour for up to 2 hours (one hour extension +\$5.00)*
 - *May consider \$3.00 per hour for non-premium parking areas*
 - *\$175 per calendar season per vehicle*
- Payment options: Credit/Debit card
 - ***No Surcharges above the stated rates***

BASIC 3: Where to Park

No Parking except in Designated parking spaces
No Parking in the Right-of-Way (unless designated)

- **General Parking**

- Designated spaces for general parking support
- Resident Permits (no additional payment required)
- Visitors – with a valid parking permit
- Cars, Trucks, LSV/Golf Carts, Motorcycles, RV/Motorhome (as long as the vehicle fits within a standard 20-foot parking space)

- **LSV/Golf Carts**

- Designated spaces may be available in limited areas
- You can also park an LSV/Golf Cart in any general designated area
- LSV/Golf Carts must have a parking permit
 - Resident/Owner or as a Visitor – including Rental carts

BASIC 4: Enforcement

"Parking in Designated Spaces ONLY!"

"Pay to Park: All Year"

Enforcement is via License Plate scan (also used for zone and zone type utilization metrics):

- We can check all parking areas and specified Rights-of-Way (as requested by the City) – checking for active permits and issuing parking citations as appropriate.
 - *Note 1: The enforcement personnel do not have any information related to start/stop times – just a Valid Permit or a Violation.*
 - *Note 2: 15-minute warning notice prior to the end of a permit (via app, text, or email - Opt-In required) and again at the end of the period with an option to extend time remotely via the app = 1 hour extension limit per vehicle*
 - *Note 3: "No Parking" violations (i.e., No Zone) will be issued a citation based on the violation type per City Ordinances (as defined in a definitive contract).*
- Enforcement is achieved via roaming, highly visible, trained personnel

Typical Ordinance Violations

Listed below are the violations that will result in a parking citation:

Violation fine of \$25 Same Day Violation (SDV) payment by midnight of the day of the issued citation, then \$50 next day thru day 30, then \$25 late payment penalty = \$75. Note: SDV use is limited to 3 times per account and license plate.

- ☐ *Parking without a valid paid permit in an authorized parking area (Section xx-xx)*

The following violations will carry a fine of \$50 if paid within 30 days. After 30 days, a \$25 late payment penalty will be applied = \$75

- ☐ *Parking within 40 feet of a Street Intersection (Section xx-xx)*
- ☐ *Parking in a Pedestrian crosswalk, sidewalk, or Pedestrian Access ways (Section xx-xx)*
- ☐ *Parking blocking a driveway or mailbox (Section xx-xx)*
- ☐ *Parking facing opposing traffic (Section xx-xx)*
- ☐ *Parking in the corporate limits on public streets, rights-of-ways, and town owned property (Section xx-xx)*
- ☐ *Parking on any portion of the roadway, pavement or travel lane (Section xx-xx)*
- ☐ *Parking a Non-LSV vehicle in an authorized LSV location (Section xx-xx)*
- ☐ *Parking between midnight and 6:00AM in all public authorized parking areas (Section xx-xx)*

The following violations will carry a fine of \$250

- ☐ *Parking adjacent to (within 15 feet) or blocking a Fire Hydrant, Fire Lane, or Emergency Beach Access (Section xx-xx)*
- ☐ *Parking in a designated Handicap space without valid license plate or hangtag (Section xx-xx)*

Typical Citation Fines

- **\$25 Fine**
 - SDV (Same Day Violation payment) if paid the same day (by Midnight) for designated parking areas without an active parking permit
- **\$50 standard violation**
 - for next day payments (designated parking areas) and for all other standard parking ordinance violations
- **\$75 fine (+\$25 late payment penalty)**
 - if not paid within 30 days (submitted to Collections after 30 days)
- **\$250 fine**
 - for Special Violations

Sign Templates



Pay to Park

Use the SurfCAST App or Web for Local Information

1) Download & Pay via Mobile App



3 Ways to Pay:

2) Scan the QRcode (via Smartphone camera) for Secure Web-Link

<https://park.surfcast.ottoconnect.us>



3) Call for support:

- Parking Permits and Violation Payments

910-200-1497

Zone: 6102

City of Southport: N. Howe St.

General Parking for: Cars, Trucks, LSVs/Carts

Please pay for your parking before leaving your vehicle

Pay to Park Daily – All Year

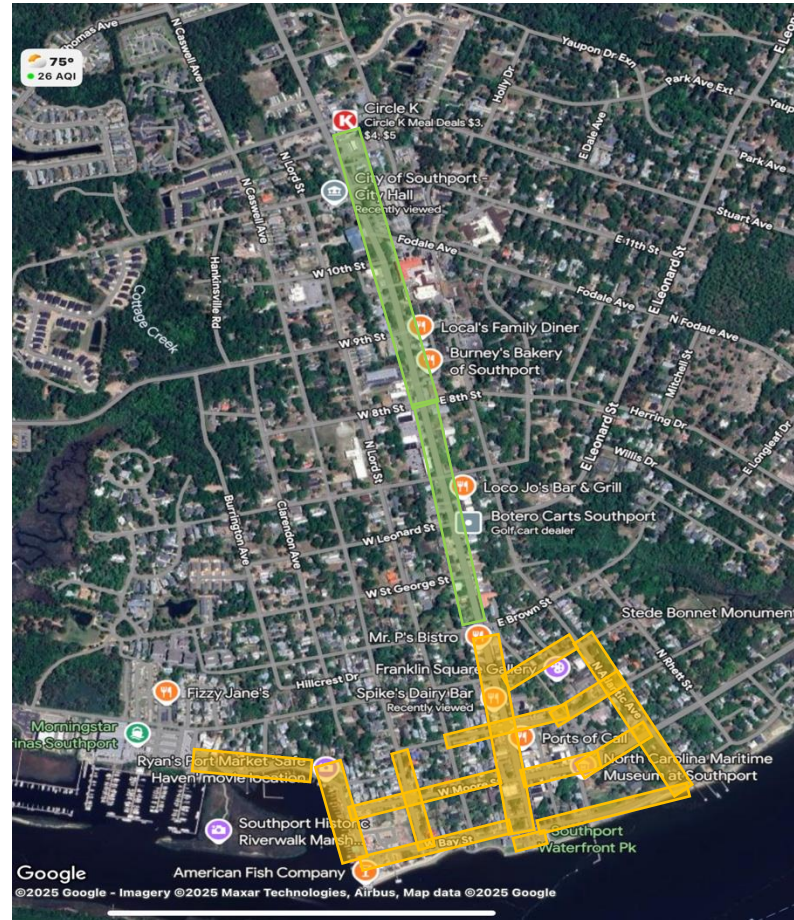
9:00 AM – 5:00 PM

For Issues, Concerns, Disputes – please contact:
Otto Connect Customer Support at: <https://www.surfcast.us>

Parking Enforcement Areas (options)

Possible Parking Areas:

- 1) Premium Parking
- 2) Discount Parking
- 3) "Resident Only" Parking
(everywhere else) – a permit will be required



Cost for Implementation / Otto Fees

- Up-front costs:
 - Signs and installation. No charge for SurfCAST setup.
 - Signs: typical budget of \$75/sign
 - If 900 spaces, 1 sign for every 4 spaces on avg = 250 signs (uplift for isolated areas)
 - \$18,750 Should budget \$20,000 for signs
 - Installation ... Assume will be done by Town Staff (Otto will provide placement)
- Fees:
 - Otto prefers a revenue sharing model = 35% of all revenues (parking fees and violation fines).
 - 35% is based on number of spaces and requirement to monitor for 2 hour limited parking periods.
 - No Fixed costs: fair balance of risk/reward
 - Monthly parking report and ACH transfer of City's net balance of 65%

Actions Needed for Implementation

- City of Southport:
 - Decide on Paid Parking ... Approve contract with Otto Connect, Inc.
 - Dates and Times
 - Rates and Fines
 - Ordinance updates
 - Parking Locations
- Otto Connect
 - Signage: Template/procurement – specific to street and rate zone
 - Pay to Park, Resident Only, etc. based on City decisions
 - Support communication templates/distribution
 - Stakeholders, Public Announcements, City's website input
 - Setup SurfCAST based on City requirements
- Timeframe:
 - 1-2 months following approval of Otto Connect, Inc. as the Parking Management firm for the City of Southport.

Questions/Comments/Feedback

SERVICES ORDER FORM

Customer: City of Southport	Contact: Noah Saldo, City Manager
Address: 1029 N. Howe St.	Phone: 910-457-7900 x1011
Southport, NC 28461	e-mail: nsaldo@cityofsouthport.com
Services: <i>Delivery of the “SurfCAST by Otto Connect” mobile application as offered by Otto Connect, Inc. (the “SaaS Service(s)”), with the parking management administration and enforcement services provided in connection with SurfCAST (the “Additional Parking Services,” and collectively with the SaaS Services, the “Services”), all as further described in the Statement of Work attached as Exhibit A hereto.</i>	
Services Fees: SurfCAST = 35% of consumer parking fees collected, and 35% of Violation fees collected	Initial Service Term: Two (2) Years Automatically renewed for subsequent one (1) year periods unless cancelled 90 days prior to the end of the current calendar year.
Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work attached as Exhibit A hereto (“Implementation Services”), and Customer shall pay Company the Implementation Fee in accordance with the terms herein.	
Implementation Fee (one-time): \$0.00	
Pilot Use: None	

SERVICES AGREEMENT

This Services Agreement (“Agreement”) is entered into on this ____ day of May, 2025 (the “Effective Date”) between Otto Connect, Inc. with a place of business at 9107 Maria Luisa Pl, Raleigh, NC 27617 and 816A N. Topsail Dr, Surf City, NC 28445 (“Company” or “Otto”), and the Customer listed above (“Customer” or “City”). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations.

Otto Connect, Inc.:

City of Southport:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

City Finance Officer

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use reasonably diligent efforts to provide Customer the SaaS Services in accordance with the Service Level Terms attached hereto as Exhibit B. As part of the registration process, Customer will identify an administrative username and password for Customer's Company account. Company reserves the right to refuse registration of or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof, Company will provide Customer with reasonably diligent technical support services.

2. ADDITIONAL PARKING SERVICES

2.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Additional Parking Services (as defined in the Services Order Form).

2.2 In connection with the provision of the Additional Parking Services, Customer authorizes Company to: (a) collect parking and related fees in accordance with Customer's policies therefor; (b) enforce any parking requirements or conditions on behalf of Customer, including issuing citations and towing or immobilization of automobiles; and (c) enforce Customer's collection policy for delinquent citation fees, including providing notices, instituting collection proceedings, and the engagement of collection services for the same. With written mutual agreement, Company may subcontract or delegate to any entity or individual all or any portion of the Additional Parking Services. [NOTE: Company sub-contracts collection services through Financial Data Systems of Wilmington, NC as noted in Exhibit E].

2.3 Upon the written request of Customer, Company agrees to remove and replace any personnel providing the Additional Parking Services that commits any act involving moral turpitude, dishonesty, harassing or indecent conduct, or illegal or unethical conduct that is detrimental to the interest and well-being of the Customer or which impairs or injures the reputation of the Customer.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the SaaS Services or any software, documentation or data related to the SaaS Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the SaaS Services); use the SaaS Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

3.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the SaaS Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

3.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's policies as agreed by the Parties and in compliance with stated Customer policies attached hereto as Exhibit E (the "Policy") and all applicable laws and regulations. The Policy may be modified by mutual agreement from time to time; provided, that in no event shall such modification materially and adversely affect Customer's use of the Services or otherwise conflict with any of the terms and conditions set forth in this Agreement. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services.

3.4 Although Company has no obligation to monitor Customer's use of the SaaS Services, Company may do so and may prohibit any use of the SaaS Services it believes may be (or alleged to be) in violation of the foregoing.

3.5 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the SaaS Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Any unique or special requirements for Customer's technical environment will be set forth in the Statement of Work. Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3.6 Customer shall cooperate with Company in its performance of the Additional Parking Services and provide reasonable access to Customer's parking areas or equipment as

reasonably required to enable Company to provide the Additional Parking Services. Customer alone is responsible for the maintenance and upkeep of Customer's parking areas. Company is not an insurer or guarantor of security or personal safety in such parking areas and in no event shall be liable for damage thereto. Company assumes no liability for any failure of any individual to pay any parking fees or other charges due in connection therewith.

4. CONFIDENTIALITY; PROPRIETARY RIGHTS

4.1 Subject to the provisions of Chapter 132 of the North Carolina General Statutes, each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

4.2 Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, (c) any data that is based on or derived from the Customer Data and provided to Customer as part of the Services; and (d) all intellectual property rights related to any of the foregoing.

4.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1 In consideration of the Services, Company will be entitled to the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email).

5.2 Subject to Section 5.3, the Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5.3 For SurfCAST, Company will collect all fees and retain the agreed percentage of collected fees for each category of service on a monthly basis. All remaining fees collected will be distributed to Customer on the same monthly schedule. In connection therewith, Company agrees to maintain accurate records relating to the Services provided to the Customer under this Agreement. During the Term and for a period of two (2) years thereafter, upon Customer's written request, the Company will allow Customer or Customer's representative to inspect and make copies of such records, provided that any such inspection shall take place during regular business hours with at least ten (10) business days' advance written notice.

6. TERM AND TERMINATION

6.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form and shall be automatically renewed for additional periods noted on the order form (collectively, the "Term"), unless either party requests termination at least ninety (90) days prior to the end of the then-current term.

6.2 In addition to any other remedies it may have, either party may also terminate this Agreement, if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

7. WARRANTY AND DISCLAIMER

Company shall use reasonably diligent efforts consistent with prevailing industry standards to maintain the SaaS Services in a manner which minimizes errors and interruptions in the SaaS Services and shall perform the Additional Parking Services and Implementation Services in a professional and workmanlike manner. SaaS Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the SaaS Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume lead counsel over the defense and settlement of said claims; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the SaaS Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the SaaS Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the SaaS Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the SaaS Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the SaaS Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide

Customer a refund of any prepaid, unused fees for the Service.

9. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AND AFFILIATES, SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE GREATER OF: (I) FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY AND (II) PROCEEDS OF THE COMPANY'S AVAILABLE INSURANCE COVERAGE, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The provisions of this Section 9 are for the sole and exclusive benefit of the Company and the other parties named herein and shall not be construed to limit any recourse that may be available to the Customer against any other party, including Company's employees and contractors.

10. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement with Customer's consent, said consent shall not unreasonably withheld. Notwithstanding the foregoing, the Company may assign its rights and obligations hereunder, without the consent of the Customer, to any other corporation, person, or entity acquiring all or substantially all of the assets or ownership interest of the Company or to any other corporation, person, or entity into which the Company may be merged or consolidated. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer

does not have any authority of any kind to bind Company in any respect whatsoever. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of North Carolina without regard to its conflict of law provisions. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.

EXHIBIT A

Statement of Work

Company will deliver SurfCAST, encompassing the mobile app and web-based solution for the City, specifically:

- The parking management SaaS capability for collection of parking fees, issuing citation, managing citations, and violation fee collection.
- The company will provide personnel who will perform all enforcement checking, citations, and customer service via phone, email, or via the feedback capability on the app. It should be noted that the app-based feedback capability is currently limited to email communication back to the parking customer.

SurfCAST, as used by Southport provides all the features and support requirements needed for quick and low-cost implementation of parking management. Key components include:

1. Various parking pass options – specially for hour and day periods of parking or vehicle type as noted below
2. Parking enforcement enabled for the City via periodic license plate scan and verification of an active parking permit – or violation notice and appropriate parking citation/ticket if there is no active paid permit or parking in a No Parking zone as defined by City Ordinances south of Southport Dr.
3. Collection of all parking fees with monthly payment to the City based on the fees identified in the Order Form approximately one (1) week following the close of the calendar month. Collection of delinquent fees will be via 3rd party collection service as contracted by Company.
4. Monthly auditable reports and web-based dashboard

Otto Connect, Inc. via the SurfCAST application will provide:

1. Free mobile app download for all participants with full function capability – covering Zone and Parking Fee with selectable period (hour, day, week, or annual) for Apple and Android devices (with limitations for supported versions of the Operating System)
2. QRCode to a secure web-link for on-line payments
3. Website access: <https://surfcast.ottoconnect.us/pay>
4. Phone Number for Customer Service: 910-200-1497
5. Simple, all-inclusive fees as a percentage of parking rates and collected citations as noted in the order form
6. Customized Dashboard – standard and unique requirements based on needs of the City as noted below
7. Monthly auditable reports of all fees, tickets, and payments
8. Customer inquiries via email or phone (grievances, issues, ticket or charge concerns)

The City of Southport will be responsible for identification of valid parking areas, parking spaces, and appropriate signage identifying “SurfCAST by Otto Connect” as the tool to use to pay for parking privileges. Company will provide templates of the signs for City approval. Company may provide procurement of signs as agreed via separate agreement.

Southport – SurfCAST parking permit and enforcement details

Dates/Times/Enforcement:

Every day – all year.

9:00AM to 5:00PM

Enforcement will be via random scan of license plates, 2-4 times per day based on day of week and time of year as needed. Coverage will include all designated parking zones and side-streets in the enforcement area as agreed by the parties. Company will issue citations as applicable based on the list below or as may be updated in writing and agreed by both parties.

App Access:

“SurfCAST by Otto” via Apple App Store and Google Play

QRcode – link to secure website: <https://park.surfcast.ottoconnect.us>

Web Direct: <https://park.surfcast.ottoconnect.us>

Phone: 910-200-1497 – available on the Dates/Times noted above.

Resident Parking Privileges

- City will provide electric bill account numbers as may be updated monthly to be used as Authorization Codes for resident verification and resident parking permit:
- New accounts will use their electric bill account number for authentication to setup their account and **register 2 registered vehicles for free**. Additional vehicles will pay the Visitor Parking Rates noted below. Exceptions, such as property owners without a water account, will be handled on a case-by-case basis with City verification and Otto issuing a Unique Owner Code to be used in lieu of the water account number.
- Starting in 2026, all accounts will require registration annually **(unless free – which will automatically renew)**
- Parking Privileges will allow registered vehicles to park in any City designated parking area without additional charges and without a time limit.
- Parking Privileges in “Resident Only” parking areas will require a resident parking permit (either one of 2 free permits) and have no time limit.

Visitor Parking Rates for each licensed vehicle in all designated parking areas will be:

- \$5 per hour for up to 2 hours with 1 hour extension in premium parking zones
- \$3 per hour for up to 2 hours with 1 hour extension in discount parking zones
- \$175 season permit for each visitor vehicle and for residents in excess of 2 vehicles
 - Note: Season permits will not have a time limit

Parking Zone Types will have financials split between them as purchased. Where annual permits are used, they will be split between the two zone types based on volume of spaces in each type:

- On-Street = 75%
- Off-Street = 25%

Parking Violations and Citation Fees

Listed below are the violations that will result in a parking citation – or as may be updated in Exhibit E by mutual agreement. **With ordinance changes to implement paid parking, the parties agree to update this table as appropriate to align with any/all new parking ordinances.**

Violation fine of \$25 Same Day Violation (SDV) payment by midnight of the day of the issued citation, then \$50 next day thru day 30, then \$25 late payment penalty = \$75. SDV use is limited to 3 times per account and license plate.

- Parking without a valid paid permit in an authorized parking area (Section xx.xx)

The following violations will carry a fine of \$50 if paid within 30 days. After 30 days, a \$25 late payment penalty will be applied = \$75

- Parking within 40 feet of a Street Intersection (Section xx.xx)
- Parking in a Crosswalk, Sidewalk, or Pedestrian Access ways (Section xx.xx)
- Parking blocking a driveway or mailbox (Section xx.xx)
- Parking facing opposing traffic (Section xx.xx)
- Parking in a No Parking Zone, or within Right-of Way (Section xx.xx)
- Parking on any portion of the roadway or travel lane (Section xx.xx)
- Parking in a space reserved for Southport City residents without a City resident specific permit (Section xx.xx)

The following violations will carry a fine of \$250

- Parking adjacent to (within 15 feet) or blocking a Fire Hydrant, Fire Lane, or Emergency Access (Section xx.xx)
- Parking in a designated Handicap space without proper license plate or hangtag (Section xx.xx)
 - Note: Handicap space violations will be referred to the Police Dept for verification prior to issuing a citation.

Citation Payments:

- Can be made directly on the SurfCAST mobile app
- Can be made directly on the website noted above

- Can be made via phone to Otto Connect customer service @ 910-200-1497
- Can be mailed in with check, payable to:
 - Otto Connect, Inc. – Attn. Parking Services
 - PO Box 2448
 - Surf City, NC 28445
- Can be made in person at the Otto Connect office at City Hall (based on usage noted above)
 - 9:00 AM to 4:00 PM Monday through Friday

Citation Appeals will be provided by Otto Connect, Inc. via:

- Email: surfcaster@ottoconnect.us

Dashboard Access will be provided to:

- City Manager and their designated appointees

Dashboard content will include:

- **Standard Features – Financials by Month and Year to Date as Gross and Net to the City**
 - Permits purchased – by type and by upgrade
 - Violations Paid – by type
 - On-street vs. Off-street payment
 - Note: Dashboard values are not official, only the Audited Monthly Report is the official record of Financial transactions.
- **Standard Features - Statistics – a Daily and Weekly view of parking activity**
 - Permits sold by type
 - Enforcement Scans
 - Citations issued with breakout between designated parking areas and No Zone violations
 - Zone (or Zone type) utilization
 - Month-to-Month and Year-to-Year trends
 - Permits
 - Revenue (Gross/Net)
 - Year-to-Date (YTD) Summary
 - By Month Revenue (Gross/Net)
 - Parking Permits by Month by Type
 - Citation Statistics (Net of issues such as mis-typed license plate or state of registration)
 - No Zone (outside of designated parking areas)
 - No Permit in a designated parking area
 - Violation rate (as a percent of Total Parked Vehicles by Month and YTD)
 - Violation Payment Rate (before Collections / after Collections)
 - Parked Vehicles by Month and Total YTD with breakout details of:
 - By Parking area (group of zones)
 - By State of Registration
 - By Local Zip Code in southeast North Carolina
 - By Resident vs. Visitor

EXHIBIT B

Availability of Services

The SaaS Services shall be available 99%, measured monthly, including holidays and weekends and excluding scheduled maintenance (to be scheduled overnight). If Customer requests maintenance during any specific hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with SaaS Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer 50% of the average parking fees expected during the period of downtime. Average parking fees will be calculated based on the hour of the day and day of the week for a four (4) week running average and will be net of any service fees that would have been due to Company. (For clarity, downtime from 2:00 to 3:00 PM on a Wednesday will use the average parking fees paid to Customer for the previous four weeks on Wednesdays from 2:00 – 3:00 PM.) Downtime shall begin to accrue as soon as it is discovered that downtime is taking place and continues until the availability of the SaaS Services is restored. Company agrees to provide Customer with a record of such downtime for each month. In order to receive downtime credit, Customer must send a written request to Company via email, or via text within 72 hours from the end of the downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Downtime credit may not be redeemed for cash. Credit shall accrue for no more than 8 hours for each day, and for no more than 7 such days in any single month. Company will apply credit within the ninety (90) days immediately following the restoration of the SaaS Services. If the Customer accrues the maximum amount of downtime credit permitted hereunder for two (2) consecutive months, then Customer may terminate this Agreement with immediate effect upon delivery of written notice thereof.

EXHIBIT C
Support Terms

Company will provide Technical Support to City via electronic communication using the mobile app, email, or direct contact via phone any day during the Enforcement Period (All Year) during the hours of 9:00 am through 5:00 pm Eastern time, with the exclusion of Federal Holidays (“**Support Hours**”).

Company will use commercially reasonably diligent efforts to respond to all notices within one (1) business day.

Phone support from 9:00AM to 5:00 PM daily during the Enforcement Period via 910-200-1497.

Email support via surfcast@ottoconnect.us.

EXHIBIT D
Additional Terms

1. Emergency Services

As noted in Exhibit C: Support Terms

2. Permanent Additions, Deletions and Changes to Services

The City will have the right to request additions, deletions, or changes for any of the Services, in its sole discretion, in response to its changing needs. The City will submit all notices for revisions in Services in writing with reasonable advance notice to the Company. In the event of an emergency situation, the City and Company will work with each other in good faith to implement required Service changes as quickly as possible. City agrees that Company will manage any additions to the Services as described herein (for example if City should add new parking lots) and Company agrees to assess and respond to such additional Services in a timely manner but not more than two (2) weeks from the date received to include feasibility, and if accepted, an implementation plan and additional Service rates consistent with existing rates with the City. For any Services not originally contemplated by this Agreement, the Company will provide such Services at rates that do not exceed those being charged to similar clients for similar services upon the written agreement of City.

3. Subcontracting

Company acknowledges and agrees that it shall be the prime contractor and shall remain fully responsible for the performance of all obligations required to be performed by the Company or any subcontractors under this Agreement. Upon the City's written request, the Company shall submit to the City organizational charts and qualifications of subcontractor personnel for any portions of the Services proposed to be performed by subcontractors.

4. Indemnification

To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless the City and the City's officers, agents and employees from and against any and all claims, losses, damages, obligations, liabilities and expenses (including reasonable attorneys' fees) that arise directly or indirectly from any negligent or intentional act(s), error(s) or omission(s) or willful misconduct by the Company or any of its agents, employees or subcontractors (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal.

The indemnification obligation under this Section 4 shall apply to all matters involving injured employees of the Company or any supplier or subcontractor of any tier and shall not be limited by any provisions of applicable workers' compensation laws, and in particular shall apply regardless of the exclusive remedy and/or immunity provisions of those laws.

5. Insurance

The Company shall purchase and maintain during the life of this Agreement with an insurance company companies licensed to do business in North Carolina with a general policyholder's ratings of at least A- and a financial rating of at least VI in the most current Best's Insurance Reports available on the Commencement Date, or if the Best's ratings are changed or discontinued, the parties shall agree to a comparable method of rating insurance companies:

a) Commercial General Liability

Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement whether such operations are performed by Company, any subcontractor or any person directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1 Million combined single limit per occurrence and \$2 Million in general aggregate for bodily injury & property damage & \$2 Million general aggregate for products/completed operations. Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations, products liability, & independent contractors' coverage. This coverage shall be on an occurrence basis.

b) Workers' Compensation Insurance

Meeting the statutory requirements of the State of North Carolina and Employers Liability- \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

- c) **Theft, Disappearance and Destruction Coverage – as may be covered by Crime or Cyber Crime policies.**
Protecting against loss of money and securities, inside the premises and outside the premises in the care and custody of a messenger in an amount not less than \$500,000.
- d) **Crime Insurance**
Covering the Company, its agents or employees, in an amount not less than \$100,000.

All insurance policies provided hereunder shall include a deductible amount of not less than \$2500, and the deductible amount of any claims shall be paid as a reasonable expense of the operation.

The City of Southport shall be included and endorsed as an additional insured under the commercial general liability insurance for operations and services rendered under this Agreement. Certificates of all required insurance shall be furnished to the City at the time of execution of this Agreement and shall contain the provision that the City will be given 30 day written notice of any intent to amend or terminate by either the insured or the insuring company.

- e) **Automobile Liability**
If applicable, the City shall purchase and maintain during the life of this Agreement on all vehicles owned by the City and used by Company with an insurance company acceptable to Company and authorized to do business in the State of North Carolina the following insurance:

Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.

6. General Compliance with Laws and Regulations

The Company shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the Services provided herein. If, due to conflicts between two or more such ordinances, statutes, laws, rules, and regulations (the "Regulations") or due to conflicts in the interpretation or enforcement of such Regulations by courts or governing bodies having jurisdiction over the Services, the Company is unable to comply with such Regulations, the Company shall exercise usual and customary professional care in the exercise of his professional judgment in complying with such conflicting Regulations. The Company further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act, the Americans with Disabilities Act (ADA), the Family and Medical Leave Act, and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work.

- a) **Non-Discrimination**
The Company agrees that it has adopted and will maintain and enforce a policy of non-discrimination on the basis of race, color, religion, sex, age, national origin, or disability. The Company agrees that it will inform the City of any alleged violation(s) of employment practices involving any employees who provide Services which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department or any other federal or state compliance agency. Also, the Company will inform the City of the final disposition of such cases.
- b) **Equal Opportunity**
The City is committed to promoting equal opportunities for all and to eliminating prohibited discrimination in all forms. Prohibited discrimination means discrimination against any person, business or other entity in contracting or purchasing practices on the basis of race, color, sex or national origin. Without limiting the foregoing, prohibited discrimination also includes retaliating against any person, business or other entity for reporting any incident of prohibited discrimination. It is understood and agreed that not only is prohibited discrimination improper for legal and moral reasons, prohibited discrimination is also an anti-competitive practice that tends to increase the cost of goods and services to the City and others.

As a condition of entering into this Agreement, the Company further agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to terminate or withhold payment under this Agreement.

c) Harassment

The Company agrees to make itself aware of and comply with the City's Harassment Policy. The City will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability.

d) Safety

The Company will have sole responsibility for ensuring its employees have been trained in appropriate safety procedures in connection with providing Services to the City. Company's employees will not create safety hazards in the course of providing the Services.

7. Drug Free Workplace Requirement

The Company shall provide a drug-free workplace during the performance of this Agreement. This obligation includes:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Company's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs and (iv) the penalties that may be imposed upon employees for drug abuse violations;
3. Notifying each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined in this Article and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
4. Notifying the City within ten (10) days after receiving from an employee a notice of a criminal drug statute conviction or after otherwise receiving actual notice of such conviction, unless otherwise forbidden to communicate such information to third parties under the Company's drug-free awareness program or other restrictions;
5. Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime;
6. Making a good faith effort to continue to maintain a drug-free workplace for employees; and
7. Requiring any party to which it subcontracts any portion of the work under the Agreement to comply with the provisions above.

Failure to comply with the above drug-free workplace requirements during the performance of the Agreement shall be grounds for suspension, termination or debarment.

8. Miscellaneous

Relationship of The Parties

The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint venturers, fiduciaries, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, act for, bind, or otherwise create or assume any

obligation on behalf of the other. City agrees that neither it shall employ, in any capacity, any person that Company has employed as a Supervisor, Manager or Assistant Manager during the term of this Agreement. This provision shall survive the expiration or other termination of this Agreement for a period of one (1) year.

Amendment

No amendment or change to this Agreement shall be valid unless in writing and signed by both parties to this Agreement.

Governing Law and Jurisdiction

The parties acknowledge that this Agreement is made and entered into in Southport, North Carolina. This Agreement has been fully negotiated between two sophisticated parties and shall be construed without regard to any presumption or rule of law or equity regarding construction of this Agreement against the party causing this Agreement to be drafted or prepared. The parties further acknowledge and agree that North Carolina law shall govern all rights, obligations, duties, and liabilities of the parties to this Agreement, and that North Carolina law shall govern interpretation of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of laws principles).

The parties further agree that any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in Wake County, North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any of the above courts.

Binding Nature and Assignment

This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party will be void.

Force Majeure

The Company shall not be liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder, except as set forth below, if all of the following conditions are satisfied:

- If and to the extent such failure or delay is caused by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, pandemic, riots, civil disorders, rebellions or revolutions, strikes, lockouts or court order (each, a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the Company shall be excused from any further performance of those of its obligations pursuant to this Agreement affected by the Force Majeure Event for as long as: i) such Force Majeure Event continues and ii) Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- The Company shall promptly notify the City by telephone or other means available (to be confirmed by written notice within five (5) business days of the beginning of the failure or delay) of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than thirty (30) days, the City may terminate this Agreement.

Severability

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

Approvals

All approvals or consents required under this Agreement must be in writing and signed by an appropriate representative of the respective party.

Waiver

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.

Conflict of Interest

The Company covenants that its officers, employees, shareholders and subcontractors have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

No Bribery

The Company certifies that to the best of its knowledge, information, and belief, neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed, or attempted to bribe, an officer or employee of the City in connection with this Agreement.

Change in Control

The Company shall notify the City within thirty (30) days of the occurrence of a change in control. As used in this Agreement, the term "control" means the possession, direct or indirect, of either:

- The ownership of or ability to direct the voting of, as the case may be, fifty- one percent (51%) or more of the equity interests, value or voting power in the Company; or
- The power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- In the event of a Change in Control of Company as defined in this Section 8, the City may, in its sole discretion, terminate this Agreement upon thirty (30) days written notice to Company.

Company Access to City Facilities

Arrangements for access to City facilities will be made between the City Manager and the Company. The Company will be required to sign for all keys when issued and return all keys upon termination of the Agreement. The Company shall report any loss or misuse of keys immediately will promptly reimburse the City for any re-keying as a result of such loss or misuse.

Revenue

All revenue collected and penalty payments received by the Company, resulting from the enforcement of off-street and on-street parking regulations, as well as payments received for any other citation, shall be the property of the City.

City's Right to Dismiss Fees and Fines

The City has the unilateral right to dismiss any individual parking ticket or other citation and/or direct the Company to reimburse any fines or fees.

9. Public Information and the Media

Advertising, sales promotion or other materials of the Company or its agents or representatives shall limit the identification or reference to this Agreement to the general description of the Services. As a condition of entering into this Agreement, the Company further agrees to refrain from the following, absent the City's prior written approval: (1) making any statement to the media or public regarding the subject matter of this Agreement or the City's position on any issue relating to this Agreement; or (2) making any statement to the media or public on any issue which is in the City's judgment likely to cast doubt on the competence or integrity of the City or Company. Failure to comply with this Article by the Company shall constitute a material breach and, without limiting any other remedies the City may have, shall entitle the City to

terminate this Agreement for default.

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the Company under this Agreement are the property of the City. The Company agrees that any such documents may not be made available to any individual or organization other than appropriate City officials without prior written approval of the City. Nothing contained in this paragraph shall be construed to prevent the Company from making information, reports and documents available to those individuals or firms directly concerned with the services described herein with prior written agreement of the City.

10. Immunity not Waived

This Agreement is governmental in nature for the benefit of the public and is not intended to be for private profit or gain and the City is not waiving any immunities it enjoys by entering into this Agreement.

11. Pre-Audit

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

Exhibit E

Policies for Enforcement Personnel

This policy set is effective as of the date of signing the Services Order Form – and may be updated periodically by mutual agreement.

1. If Parked in a designated parking zone without an Active Permit or in a No Parking area:
 - a. Immediate Citation with reason noted on the ticket
 - b. 2nd unpaid Violation will receive a citation. No other action at this time for multiple violations.
 - c. 3rd unpaid Violation may be reported to the Police Dept for potential booting or towing action
 - d. Citations remaining unpaid after 30 days will be referred to a collection agency on behalf of the City. The collection agency under contract with Otto Connect, Inc. is Cedars Holdings.
2. Active Permit – incorrect Zone/Lot or other infraction
 - a. If parked in an equivalent lot - No Action – allowed to park. The app will allow movement from any valid City zone to any other equivalent zone within the Permit Period.
 - b. If parked in a lot specified for a different vehicle type (i.e., large car or truck parked in an LSV lot), or parked incorrectly per town ordinances (i.e., not parked in the direction of travel) – then a citation will be issued for the identified infraction.
3. Violations to be supported by SurfCAST:
 - a. As noted in Exhibit A – Statement of Work, or as updated in this Exhibit E.
 - i. No updates at this time
4. Violation
 - a. 1st Offense – immediate citation
 - i. Allow for 15-minute grace period after the paid period has ended before issuing a citation
 - ii. Notification 15 min prior to the end of the paid period
 - iii. Notification at the termination of the paid period
5. Parked on the Street or Right of Way (any non-designated parking space):
 - a. Immediate Citation
 - b. If impeding traffic or causing a safety issue, call the police non-emergency line for support and potential tow
6. Handicap allowances
 - a. Handicap parking is free with license plate or hangtag depicting current handicap status when the vehicle is parked in a Handicap space.
 - b. If a Handicap vehicle is in a regular space, they must have a valid permit or receive a citation.
7. Vehicles
 - a. Multiple vehicles are allowed per app account for permits – where each vehicle must have a separate parking permit
 - b. Each vehicle must have a parking permit including cars, trucks, LSVs (including Golf Carts), etc.
 - c. License Plate Changes are permitted at the start of a parking session, except for resident and annual permits which can only be changed once every 90 days
 - d. A License Plate may be registered on more than one account – but only one can have an active permit at any given point in time.
8. Temporary License Plate
 - a. Will be treated as a regular plate and scanned for an active permit

City Manager – Noah Saldo

Otto Connect, Inc. – Jim Varner

Signature: _____

Signature: _____

Date: _____

Date: _____



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: 06/02/2025

DEPARTMENT: Development Services

PRESENTED BY: Maureen Meehan, Planning Services Director

ITEM SPONSORED BY: Development Services

ITEM/TOPIC: Adopt Unified Development Ordinance Amendment to multiple sections for consistency with NC General Statutes Chapter 160D. Local Planning and Development Regulation.

COST: N/A

BUDGET LINE ITEM: N/A

JUSTIFICATION: The proposed amendments respond to statutory changes to NC General Statutes Chapter 160D, which the local government must make. The Planning Board reviewed the proposal and recommended approval at its March 20, 2025, meeting and a duly advertised public hearing was held on May 8, 2025.

IMPACT IF NOT APPROVED: The proposed amendments are in response to statutory changes to NC General Statutes Chapter 160D. These are legislative changes which the local government must make.

DEPARTMENT HEAD COMMENTS: After each legislative session, any changes to NC General Statute Chapter 160D or other statutes granting planning authority must be incorporated into local ordinances. These changes are in response to changes made last year during a period of staff turnover. Each year, staff review the changes and forward updates as necessary.

CITY MANAGER COMMENTS:

ATTACHMENTS: Staff Report, Proposed Language

REQUESTED ACTION: Adopt the amendments to the Unified Development Ordinance.

PROPOSED MOTION: Motion to adopt the amendments of Unified Development Ordinance for consistency with NC General Statute Chapter 160D and attached consistency statement.



MEMORANDUM

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

From: Maureen Meehan, Planning Services Director

Re: Unified Development Ordinance Updates per NC General Statutes Chapter 160D
ZTA-25-01

Date: June 2, 2025

Please find the proposed amendments to the City's Unified Development Ordinance (UDO) for consistency with NC General Statutes Chapter 160D. Local Planning and Development Regulation. Specific sections include updating the Planning Board Action on Zoning Amendments section to be consistent with NCGS 160D-604, providing clarity on the enforcement of UDO violations, adding language to address the enforcement of transferring lots in unapproved subdivisions, and clarifying that land will not be subdivided without plat approval per NCGS 160D-807.

Amendment 1: This amendment updates Section 2.10 of the UDO to add the provision found in NCGS 160D-604 that the governing board may act on a zoning text or map amendment if no written report is provided by the planning board within 30 days after the request is introduced.

Section 2.10.B.4. PLANNING BOARD ACTION

4. Pursuant to NCGS 160D-604, 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 officially adopted plans that are applicable. The Planning Board shall provide a written recommendation to the Board of Aldermen that addresses plan consistency and other matters 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 Board of Aldermen. If no written report is received from the Planning Board within 30 days of referral of the amendment to that board, the governing board may act on the amendment without the planning board report. If a zoning map amendment qualifies as a "large-scale rezoning" under NCGS 160D-602(b), the Planning Board statement describing plan consistency may address the overall rezoning and describe how the analysis and policies in the relevant adopted plans were considered in the recommendation made.

Amendment 2: Removes the criminal penalty for UDO violations from Section 2.15 Enforcement, which is no longer permissible by law.

Section 2.15.D. PENALTIES AND REMEDIES FOR VIOLATIONS

- ~~1. Violations of the provisions of this ordinance or failure to comply with any of its requirements, including violations of any conditions and safeguards established in~~

connection with grants of variances or special use permits, shall constitute a misdemeanor, punishable by a fine of \$100, or a maximum 30 days imprisonment, or both.

1. Any act constituting a violation of the provisions of this ordinance or a failure to comply with any of its requirements, including violations of any conditions and safeguards established in connection with the grants of variances or special use permits, shall also subject the offender to a civil penalty of \$25. If the offender fails to pay this penalty within 10 days after being cited for a violation, the penalty may be recovered by the city in a civil action in the nature of debt.
2. This ordinance may also be enforced by any appropriate equitable action listed in G.S. 160A-175, Enforcement of Ordinance.
3. Each day that any violation continues after notification by the administrator that such violation exists shall be considered a separate offense for purposes of the penalties and remedies specified in this section.
4. Any one, all, or any combination of the foregoing penalties and remedies may be used to enforce this ordinance.

Amendment 3: Adds a new subsection E. to Section 2.15 Enforcement, which provides violation remedies for transferring lots in unapproved subdivisions.

Section 2.15.E. TRANSFERRING LOTS IN UNAPPROVED SUBDIVISIONS; VIOLATION

1. Any person who, being the owner or agent of the owner of any land located within the planning jurisdiction of the City, thereafter subdivides his or her land in violation of this ordinance or transfers or sells land by reference to, exhibition of, or any other use of a plat showing a subdivision of the land before the plat has been properly approved under this Article and recorded in the Office of the Register of Deeds, shall be guilty of a Class 1 misdemeanor.
2. The description by metes and bounds in the instrument of transfer or other document used in the process of selling or transferring land shall not exempt the transaction from this penalty.
3. The City may bring an action for injunction of any illegal subdivision, transfer, conveyance or sale of land, and the court shall, upon appropriate findings, issue an injunction and order requiring the offending party to comply with this ordinance.
4. The City may deny building permits for any lots that have been illegally subdivided in violation of this ordinance.
5. In addition to other remedies, the City may institute any appropriate action or proceedings to prevent the unlawful subdivision of land, to restrain, correct, or abate the violation, or to prevent any illegal act or conduct

Amendment 4: This amendment replaces Section 4.4 APPROVAL to include language from NCGS 160D-807 for clarity on requirements of approval and provides guidance and allowance for the sale of lots prior to the final plat.

Section 4.2 NO SUBDIVISION WITHOUT PLAT APPROVAL

Approval procedures for the division of land and creation of lots are provided in Article 2 of this ordinance.

- A. As provided in G.S. 160D-807, no real property lying within the planning jurisdiction of the City shall be subdivided until it conforms to all applicable sections of this Article and approved pursuant to the procedures for the division of land and creation of lots provided in Article 2 of this ordinance. Violations of this Article shall be subject to the penalties set forth in Section 2.15 of this ordinance. Any sale or transfer of land in a subdivision subject to these regulations by reference to an unapproved plat or the use of a metes and bounds description shall be considered a violation of this Article.
- B. In accordance with G.S. 160D-807(b), the provisions of this section shall not prohibit any owner or its agent from entering into contracts to sell or lease by reference to an approved preliminary plat for which a final plat has not yet been properly approved under the subdivision ordinance or recorded with the register of deeds, provided the contract does all of the following:
1. Incorporates as an attachment a copy of the preliminary plat referenced in the contract and obligates the owners to deliver to the buyer a copy of the recorded plat prior to closing and conveyance.
 2. Plainly and conspicuously notifies the prospective buyer or lessee that a final subdivision plat has not been approved or recorded at the time of the contract, that no governmental body will incur any obligation to the prospective buyer or lessee with respect to the approval of the final subdivision plat, that changes between the preliminary and final plats are possible, and that the contract or lease may be terminated without breach by the buyer or lessee if the final recorded plat differs in any material respect from the preliminary plat.
 3. Provides that if the approved and recorded final plat does not differ in any material respect from the plat referred to in the contract, the buyer or lessee may not be required by the seller or lessor to close any earlier than five days after the delivery of a copy of the final recorded plat.
 4. Provides that if the approved and recorded final plat differs in any material respect from the preliminary plat referred to in the contract, the buyer or lessee may not be required by the seller or lessor to close any earlier than 15 days after the delivery of the final recorded plat, during which 15-day period the buyer or lessee may terminate the contract without breach or any further obligation and may receive a refund of all earnest money or prepaid purchase price.
- C. The provisions of this section shall not prohibit any owner or its agent from entering into contracts to sell or lease land by reference to an approved preliminary plat for which a final plat has not been properly approved under Article 2 of this ordinance or recorded with the register of deeds where the buyer or lessee is any person who has contracted to acquire or lease the land for the purpose of engaging in the business of construction of residential buildings on the land, or for the purpose of resale or lease of the land to persons engaged in that kind of business, provided that no conveyance of that land may occur and no contract to lease it may become effective until after the final plat has been properly approved under the subdivision ordinance and recorded with the register of deeds in accordance with G.S. 160D-807(c).

Planning Board Recommendation

The Planning Board recommends **APPROVAL** of these text amendments as presented at their March 20, 2025, regular meeting. The proposal is consistent with the 2014 CAMA Core Land Use Plan, specifically making updates to maintain all official planning documents. Further, the proposed updates are consistent with all other adopted plans, including the Unified Development Ordinance.

Attachments

- Consistency Statement
- Updated UDO Text



**City of Southport Board of Aldermen
Resolution and 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-25-01 UDO Updates for Consistency with NC General Statutes Chapter 160D

STATEMENT OF PLAN CONSISTENCY:

The City of Southport Board of Aldermen, after consideration of the Planning Board recommendation and all relevant portions of the adopted and CRC-certified land use plan, hereby **ADOPT** the proposed text amendments to the Unified Development Ordinance. The amendments are consistent with the City's 2014 CAMA Core Land Use Plan, adopted initially on Nov. 13, 2014, and subsequently amended by the Southport Board of Aldermen in 2020. More specifically, the proposed amendment is consistent with Policy 7.22: The City shall continually maintain all official planning documents.

NOW THEREFORE, be it resolved by the City of Southport Board of Alderman, that the foregoing statement, having been submitted to a vote by a motion and seconded, received the following vote and was duly adopted this the ____ day of June, 2025.

Ayes: _____

Noes: _____

Absent or Excused: _____

Richard Alt, Mayor

Attest:

Tori Deviney, Deputy City Clerk

Section 2.10.B.4 PLANNING BOARD ACTION

4. Pursuant to NCGS 160D-604, 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 officially adopted plans that are applicable. The Planning Board shall provide a written recommendation to the Board of Aldermen that addresses plan consistency and other matters 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 Board of Aldermen. If no written report is received from the Planning Board within 30 days of referral of the amendment to that board, the governing board may act on the amendment without the planning board report. If a zoning map amendment qualifies as a "large-scale rezoning" under NCGS 160D-602(b), the Planning Board statement describing plan consistency may address the overall rezoning and describe how the analysis and policies in the relevant adopted plans were considered in the recommendation made.

Section 2.15.D. PENALTIES AND REMEDIES FOR VIOLATIONS

- ~~1. Violations of the provisions of this ordinance or failure to comply with any of its requirements, including violations of any conditions and safeguards established in connection with grants of variances or special use permits, shall constitute a misdemeanor, punishable by a fine of \$100, or a maximum 30 days imprisonment, or both.~~
1. Any act constituting a violation of the provisions of this ordinance or a failure to comply with any of its requirements, including violations of any conditions and safeguards established in connection with the grants of variances or special use permits, shall also subject the offender to a civil penalty of \$25. If the offender fails to pay this penalty within 10 days after being cited for a violation, the penalty may be recovered by the city in a civil action in the nature of debt.
2. This ordinance may also be enforced by any appropriate ~~equitable~~ action listed in G.S. 160A-175, Enforcement of Ordinance.
3. Each day that any violation continues after notification by the administrator that such violation exists shall be considered a separate offense for purposes of the penalties and remedies specified in this section.
4. Any one, all, or any combination of the foregoing penalties and remedies may be used to enforce this ordinance.

Section 2.15.E. TRANSFERRING LOTS IN UNAPPROVED SUBDIVISIONS; VIOLATION

1. Any person who, being the owner or agent of the owner of any land located within the planning jurisdiction of the City, thereafter subdivides his or her land in violation of this ordinance or transfers or sells land by reference to, exhibition of, or any other use of a plat showing a subdivision of the land before the plat has been properly approved under this Article and recorded in the Office of the Register of Deeds, shall be guilty of a Class 1 misdemeanor.

2. The description by metes and bounds in the instrument of transfer or other document used in the process of selling or transferring land shall not exempt the transaction from this penalty.
3. The City may bring an action for injunction of any illegal subdivision, transfer, conveyance or sale of land, and the court shall, upon appropriate findings, issue an injunction and order requiring the offending party to comply with this ordinance.
4. The City may deny building permits for any lots that have been illegally subdivided in violation of this ordinance.
5. In addition to other remedies, the City may institute any appropriate action or proceedings to prevent the unlawful subdivision of land, to restrain, correct, or abate the violation, or to prevent any illegal act or conduct

Section 4.2 NO SUBDIVISION WITHOUT PLAT APPROVAL

~~Approval procedures for the division of land and creation of lots are provided in Article 2 of this ordinance.~~

- A. As provided in G.S. 160D-807, no real property lying within the planning jurisdiction of the City shall be subdivided until it conforms to all applicable sections of this Article and approved pursuant to the procedures for the division of land and creation of lots provided in Article 2 of this ordinance. Violations of this Article shall be subject to the penalties set forth in Section 2.15 of this ordinance. Any sale or transfer of land in a subdivision subject to these regulations by reference to an unapproved plat or the use of a metes and bounds description shall be considered a violation of this Article.
- B. In accordance with G.S. 160D-807(b), the provisions of this section shall not prohibit any owner or its agent from entering into contracts to sell or lease by reference to an approved preliminary plat for which a final plat has not yet been properly approved under the subdivision ordinance or recorded with the register of deeds, provided the contract does all of the following:
 1. Incorporates as an attachment a copy of the preliminary plat referenced in the contract and obligates the owners to deliver to the buyer a copy of the recorded plat prior to closing and conveyance.
 2. Plainly and conspicuously notifies the prospective buyer or lessee that a final subdivision plat has not been approved or recorded at the time of the contract, that no governmental body will incur any obligation to the prospective buyer or lessee with respect to the approval of the final subdivision plat, that changes between the preliminary and final plats are possible, and that the contract or lease may be terminated without breach by the buyer or lessee if the final recorded plat differs in any material respect from the preliminary plat.
 3. Provides that if the approved and recorded final plat does not differ in any material respect from the plat referred to in the contract, the buyer or lessee may

- not be required by the seller or lessor to close any earlier than five days after the delivery of a copy of the final recorded plat.
4. Provides that if the approved and recorded final plat differs in any material respect from the preliminary plat referred to in the contract, the buyer or lessee may not be required by the seller or lessor to close any earlier than 15 days after the delivery of the final recorded plat, during which 15-day period the buyer or lessee may terminate the contract without breach or any further obligation and may receive a refund of all earnest money or prepaid purchase price.
- C. The provisions of this section shall not prohibit any owner or its agent from entering into contracts to sell or lease land by reference to an approved preliminary plat for which a final plat has not been properly approved under Article 2 of this ordinance or recorded with the register or deeds where the buyer or lessee is any person who has contracted to acquire or lease the land for the purpose of engaging in the business of construction of residential buildings on the land, or for the purpose of resale or lease of the land to persons engaged in that kind of business, provided that no conveyance of that land may occur and no contract to lease it may become effective until after the final plat has been properly approved under the subdivision ordinance and recorded with the register of deeds in accordance with G.S. 160D-807(c).



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE:06/2/2025

DEPARTMENT: Fire Department

PRESENTED BY: Chief Drew

ITEM/TOPIC: 2025 Emergency Operations Plan

JUSTIFICATION: The City of Southport requires an Emergency Operations Plan to assist with operations during the event of a disaster or a State of Emergency. This plan is an update from the 2006 plan. This plan goes into much detail about the operations of the Emergency Operations Center and details the phases of operations for activation. It also encompasses duties and responsibilities of each department during activation or an event. This updated plan has been reviewed by staff and department heads for unity and inclusion of all facets of an emergency and also provides the continuity of government services in the event of a declared emergency.

IMPACT IF NOT APPROVED: It could cause harm to the life and property of citizens.

DEPARTMENT HEAD COMMENTS: I have personally worked on this project for several months and would like to see this plan implemented. This EOP will be reviewed on an annual basis, so that it stays fresh and the city doesn't have an outdated plan on file. This is a living/breathing document, that will need updates as we utilize the plan.

CITY MANAGER COMMENTS: This is a significant step forward in preparing the City for any emergency we may face. It will greatly support City leadership in fulfilling our responsibilities during such events.

The plan provides a strong foundation to ensure that all employees understand their roles in an emergency and outlines how the City can effectively carry out our preparedness and response efforts—before, during, and after an emergency occurs.

ATTACHMENTS: 2025 Emergency Operation Plan

REQUESTED ACTION: Approve the 2025 Emergency Operation Plan



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SOUTHPORT, NC EMERGENCY OPERATIONS PLAN

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Appendix D	Instructions to Pet Owners and Wildlife
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STATEMENT OF PURPOSE

The Southport Emergency Operations Plan was developed to address multiple hazards which threaten the City. Through use of a functional format, the plan encourages an Integrated Emergency Management System (IEMS) approach to disaster; and fosters prompt, efficient and coordinated response operations by elements of the emergency organization. IEMS requires a system-wide integration of skills, people, and resources. IEMS recognizes that plans developed for one type of emergency are extremely useful for other emergency situations and a significant amount of emergency operational capability can be established by addressing broadly applicable functions.

This plan presents a basic plan, which serves as a summary document to sixteen (16) functional annexes. The annexes define who will be responsible for each function. Defining the roles of each response agency reduces the confusion, chaos and conflict during an emergency; and significantly decreases vulnerability of the public and their property to hazardous threats.

This plan meets the requirements of FEMA planning guidance, CPG 1-8 and CPG 1-8A, and the legal responsibilities identified in North Carolina General Statutes, Chapter 166-A. It provides all the necessary elements to ensure that local government can fulfill its legal responsibilities for emergency preparedness.

Promulgation, Approval, and Implementation of the Plan
City of Southport

The City of Southport is required to maintain a comprehensive emergency management plan to be adopted and maintained by resolution of the Board of Aldermen.

This City of Southport's Emergency Operations Plan (EOP) is an all-hazards plan that provides the structure and mechanisms for City policy and operational coordination of disasters and emergency incident management. This EOP was prepared at the direction of the Southport Fire Chief who becomes the Incident Commander in an emergency, and it is in accordance with guidance from the Comprehensive Preparedness Guide 101 (Version 3), North Carolina Emergency Management, and the National Incident Management System.

This plan ensures a coordinated and effective response to any significant hazard that might threaten the City. The City's emergency management program considers issues of equity in all plans, regulations, policies, trainings and exercises, and related documents and activities. All portions of the EOP incorporate the needs of all individuals within the jurisdictional boundaries of the City including persons with access and functional needs, pets, children, and other population subsets identified through research. The language of the EOP was developed to be inclusive of and sensitive to all individuals, regardless of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

This EOP replaces all previous editions, which should be destroyed. If any section, clause, or provision of this plan shall be held invalid, such invalidity shall not affect any other provisions of this plan. This plan shall supersede any conflicting section, clause, or provision of other emergency response plans or supporting plans and procedures currently in effect. Nothing in this plan alters or impedes the ability of the tasked agencies to carry out their specific authorities or perform their responsibilities under any applicable law or ordinance.

The Southport Board of Aldermen delegates to the Incident Commander the authority to update this plan at his/her discretion, so it is current, subject to any limitations imposed by ordinance or otherwise set forth herein. The plan should be reviewed

annually.

By virtue of the powers and authority vested in me as the Chairman of the Southport Board of Aldermen, the EOP, as revised and dated ??????, is approved. This plan takes effect thirty (30) days from the date of adoption, pursuant to ordinance.

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Approved this # day of Month, Year by resolution of the Southport Board of Aldermen.

SIGNED:	_____	_____
	Rich Alt, Mayor, City of Southport	Date
ATTEST:	_____	_____
	Clerk to the Board Southport Board of Aldermen	Date

SOUTHPORT EMERGENCY OPERATIONS PLAN

INSTRUCTIONS FOR USE

It is intended that this plan, when implemented, be used by the Southport response organizations to obtain maximum use of existing resources, organizations, and systems in their response to emergencies and disasters that could and/or have occurred in the City. The format utilized is:

Basic Plan: Defines the roles and responsibilities of key officials and their organizations.

Annexes: Identifies the specific functions of the plan as well as the individual/agency responsible for the coordination of activities for that function.

Each section of the plan contains a purpose statement for that section. All individuals with assigned responsibilities should be familiar with the entire plan, however added emphasis must be given to those sections for which they are responsible. While all circumstances cannot be addressed, the content of this plan should be used as a guide for those things that do occur but not specifically addressed herein.

The City's EOC is a central command point for Departmental coordination to support disaster and field-based operations, information sharing, response, and recovery operations. The EOC provides a facility for centralized direction and control of multiple City response functions such as:

- Planning and recovery operations
- Requests for resource support
- Collecting, evaluating, and disseminating damage assessment and other essential information
- Monitoring, analysis, and mitigation of hazardous or radiological materials
- Deploying resources to the City Departments

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- Coordinating decisions to protect the health and safety of the public to include: Public information; instructions, and directions; evacuation if needed; and mass care if the County cannot deal with sheltering. The County is the first resource for sheltering.
- If evacuation to shelters is necessary, the Fire Department and Rescue Squad Volunteers shall work from Bay Street inland notifying people to evacuate to the closest shelter, as outlined by the County.

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RECORD OF CHANGES TO THE EMERGENCY OPERATIONS PLAN

CHANGE LOCATIONS	DESCRIPTON OF CHANGE and DATE OF CHANGE

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Record of Distribution City of Southport

The City of Southport Emergency Operations Plan (EOP) sets forth the framework for incident management and disaster response in the City. For the City's incident management system to be completely understood and coordinated among the various plans of local, private, and nongovernmental organizations, it is desirable that the EOP be distributed as widely as possible in the City's emergency management community.

While the EOP itself is broad regarding emergency response and incident management operations, many of the supporting annexes contain procedures and information that are considered sensitive and are not intended for public dissemination because of privacy, security, or related issues.

The Base Plan is made available as a planning reference for emergency management partners, and it is available in both hard copy and digital format. Because the Base Plan is openly distributed, no record of distribution is maintained. However, sensitive information exempt from disclosure under state or federal law is included in the EOP annexes, and a record of distribution is kept for recipients of the full EOP (Base Plan and all annexes).

Distribution List of the Plan

The following table contains a distribution list for all recipients of the full EOP, upon plan finalization in 2025.

Date	Name	Signature

CERTIFICATE OF ANNUAL REVIEW

The City of Southport's City Manager and Incident Commander has reviewed the City's Emergency Operations Plan and hereby certifies the annual review.

Date	Name	Signatures

SOUTHPORT EMERGENCY OPERATIONS PLAN BASIC PLAN

I. PURPOSE

This plan predetermines actions to be taken by the government agencies and private organizations of Southport to reduce the vulnerabilities of people and property due to disaster and establish capabilities to respond effectively to the actual occurrence of a disaster.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. Southport is in Brunswick County, NC and follows Brunswick County's Emergency Operations Plan who becomes the lead agency for emergencies. Southport is located near the mouth of the Cape Fear River. As of the 2023 census, the current population of the City is approximately 4377. Southport is located in Area 5 of the NC Management Eastern Region and FEMA

Region IV.

2. The major traffic arteries are: NC211, NC133, NC 87, and US Highway 17. During an emergency, traffic may be diverted from NC211 to NC 906 due to congestion on NC133/NC87.
3. There are 3 major marinas and 2 ferry systems that can assist with evacuations.
4. The City has one public airport, the Cape Fear Regional Jetport, which has a 5505 foot paved runway. The airport is located at 4015 Airport Road in Oak Island and Southport Public Safety responds there for emergencies.
5. The City is exposed to many hazards, all of which have the potential to disrupt the community, cause damage, and create casualties. Potential hazards identified for the City and County are:

HIGH RISK

Flooding
Hurricanes/Tornadoes/Thunderstorms/Windstorms
Cybersecurity Attack
Extreme Heat

Page BP.2

MODERATE RISK

Hazardous Materials Accidents
Transportation Accidents (Roads, Boats and Air)
Active Shooter/Domestic Terrorism Attack
Pandemic
Winter Storms/Ice Storms
Drought
Major Fires (to include forest fires)
Civil Disorder/Terrorist Incidents
Fixed Nuclear Facility Disaster (within the 50 mile EPZ)
RIP Currents
Tsunamis
Major Ship and Boating Accidents
Pandemic
Coastal Hazards

LOW RISK

Earthquakes

Tsunamis

B. Assumptions

1. It is necessary for the City to plan for and carry out disaster response and short-term recovery operations utilizing local resources; however, it is likely that outside assistance would be available in most major disaster situations affecting the City.
2. Officials of the City are aware of the possible occurrence of an emergency or major disaster and their responsibilities in the execution of this plan and will fill these responsibilities as needed.
3. Implementation of this plan will reduce or prevent the loss of lives and damage to property.
4. The City's response to any disaster or emergency incident generally follows the following order of priority:
 - Save lives and protect the health and safety of the public, responders, and disaster recovery workers;
 - Maintain a functioning civil government and provide for the preservation of law and order;
 - Protect and restore critical infrastructure and key resources.

Page BP.3

III. CONCEPT OF OPERATION

A. General

1. The Fire Chief is the Incident Commander as per the National Incident Management System and State and Federal protocols and if unavailable, he will appoint a designee as the Commander.
2. The City's Incident Commander will coordinate and activate existing agreements with adjoining municipalities and the County during emergencies that have the potential to threaten the safety

of its citizens or the citizens of the neighboring municipalities and County. Response to this emergency will be coordinated at the Emergency Operations Center (EOC) by the Incident Commander.

3. The City Emergency Management operation will be supported, as necessary, by the County Emergency Management Office which can provide direct support and serve as a channel for obtaining and providing resources from the state and federal government.
4. As the emergency develops, the Mayor of Southport, or his/her designee, may declare a "State of Emergency" to exist within the City and begin implementing emergency procedures. (Reference PROCLAMATION OF A STATE OF EMERGENCY as Appendix A).
5. The City Manager, acting for the Mayor of the Southport Board of Aldermen, with the assistance of the City's Incident Commander, will coordinate and control City resources and advise elected officials and the County of needs or progress.
6. Termination of a State of Emergency shall be declared by the authority by whom it was proclaimed. (Reference PROCLAMATION TERMINATING A STATE OF EMERGENCY as Appendix A).

B. Activation Levels

To facilitate the use of the EOC for a variety of emergencies, graduated levels of response to varying levels of events have been identified as outlined in the attached Appendix B. The EOC operates at a Normal Operations/Steady State level 24/7/365 to maintain situational awareness of potential disasters and to respond immediately to notifications of disasters. The response of the EOC may escalate through different activation levels, based on increasing incident demands.

Page BP.4

C. Phases of Comprehensive Emergency Management

1. **Mitigation**: Mitigation activities are those designed to either

prevent the occurrence of an emergency or minimize the potentially adverse effects of an emergency. Some mitigation activities include development of planning, storm water and zoning/building code ordinances and enforcement of those regulations on a day-to-day basis.

2. **Preparedness**: Preparedness activities, programs, and systems are those that exist prior to an emergency and are used to support and enhance the response to an emergency or disaster. Planning, training, and exercising are among the activities conducted under this phase.
3. **Response**: Response activities and programs are designed to address the immediate effects of the onset of an emergency or disaster and help to reduce casualties and damage and to speed recovery. Response activities include direction and control, warning, evacuation, mass care, and other similar operations.
4. **Recovery**: Recovery activities involve restoring systems to normal. Short-term recovery actions are taken to assess damage and return vital life-support systems to minimum operating standards; long-term recovery actions may continue for many years.

C. Federal Assistance With Resources

The Federal Government can provide federal resources to local governments through County and State channels to provide 12 Emergency Support Functions (ESFs) listed in the Federal Response Plan (FRP). These functions are:

Transportation
Communications
Public Works
Fire Fighting
Information and Planning
Mass Care
Resource Support
Health and Medical
Search and Rescue
Hazardous Materials
Food
Energy

The primary method recommended for channeling the Federal ESFs to local governments, when requested, is through the County Emergency Management Communications System.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization: Most of the departments within local government have emergency functions in addition to their normal duties. Each department is responsible for developing and maintaining their own Standard Operating Procedures (SOPs) for their assigned emergency responsibilities which are outlined below under the following section entitled "Responsibilities" as well as in the functional annexes of this plan. Responsibilities for some organizations which are not a part of local government are also presented. (See attached Appendix C)

B. Responsibilities

1. **Mayor, Board of Aldermen**

- a. Carry out appropriate provisions of state general statutes, in addition to local ordinances relating to emergencies.
- b. Declare a state of emergency at the City and County level and assume direction and control of emergency operations, through the City Manager.
- c. Request assistance from the County or State government, through the Incident Commander, to assist with control of an emergency.
- d. Ensure that emergency information and reports are forwarded to the County through the Incident Commander as mandated by the County Emergency Management Department.
- e. Coordinate efforts by elected officials from other local governments.
- f. Coordinate efforts of appointed boards.
- g. Authorize funds necessary for emergency operations not available in departmental budgets.

2. **City Manager**

- a. Ensure City Departments develop and continually update Standard Operating Procedures (SOPs) to respond to

Page BP.7

emergencies.

- b. Working with the Incident Commander, implement direction, control, coordination, and policymaking functions as necessary to protect public health and safety.
- c. Ensure that exercises and tests of the emergency systems are conducted on a regular basis.
- d. Ensure that representatives from various departments are designated to report to the EOC upon activation to provide assistance during the emergency.
- e. When directed, act on behalf of the Mayor and Board of Aldermen in the control of emergency operations.
- f. Ensure that financial records of expenditures are kept during emergencies through the Finance Department.
- g. Report to the EOC, upon activation and participate in Brunswick County's conference call format utilized during emergency situations
- h. Coordinate damage assessment after the disaster and make sure remediation occurs.
- i. Develop plans for the security of municipal documents and facilities.
- j. Develop a roster of key workers who are considered essential employees who must remain during an emergency
- k. Work with the Public Safety Directors on developing an alternate means of communication in the event regular telephone and cell service is lost. Maintain a written list

of
that

amateur radio resources with their contact information
may be used during an emergency/disaster.

3. **Incident Commander**

- a. Perform assigned duties according to City, county, state and local statutes and ordinances.

Page BP.8

- b. Responsible for planning in accordance with City, County, Federal and State guidelines and coordinating of emergency operations within the jurisdiction.
- c. Establish and equip the City's Emergency Operating Center (EOC) to include primary and backup communications (fixed and mobile), and provide for operations on a continuous basis as required.
- d. Ensure adequate training for the emergency management organization.
- e. Ensure training of staff to handle response and recovery operations.
- f. Maintain current list of available resources.
- g. Coordinate exercises and tests of the emergency systems within the jurisdiction.
- h. Working with the Public Works Director, maintain liaison with utility companies to arrange for back-up water, power and telephone service during emergencies.
- i. Maintain administrative records as required.
- j. Alert and activate, as required, the City Emergency Management organization when informed of an emergency within the City limits.
- k. Receive requests for assistance from municipalities within

the County and if possible, direct aid to areas where needed.

- l. Ensure that narrative and operational journals are kept during the emergency.
- m. Ensure necessary information and reports are issued on schedule.
- n. Develop mutual aid agreements and/or memorandums of understanding with neighboring municipalities and the County, as needed.

Page BP.9

- o. Report to the EOC, upon activation and be the point of contact and spokesperson with the County during an emergency.
- p. Appoint a Deputy Incident Commander for each emergency/disaster to act as the Incident Commander in the Incident Commander's absence.

4. **Public Information Officer**

- a. Prepare procedures for the conduct of public information services during disasters.
- b. Maintain current listing of points of contact with the news media in the area.
- c. Working with the Incident Commander, decide who is the spokesperson for the City during each disaster.
- d. Coordinate all media releases pertaining to emergency planning and operations.
- e. Provide for rumor control and emergency instructions.
- f. Develop media advisories for the public and update the website with relevant information.

- g. Provide emergency information for the public including the visually impaired, hearing impaired and non-English speaking groups.
- h. Keep the website up to date on the emergency and make sure the information is easy to find.
- i. Send out citizen alerts to residents signed up for the program and make sure all Department Heads are receiving the same information.
- j. Report to the EOC, upon activation.

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BP.10

5. Police Chief

- a. Plan for the coordination of traffic control, security, and other law enforcement operations with the law enforcement agencies in the County during emergencies/disasters.
- b. Maintain law and order within the City of Southport.
- b. Develop mutual aid agreements with surrounding law enforcement agencies.
- c. Coordinate security for facilities, personnel and equipment at the EOC and critical facilities.
- d. Report to the EOC, upon activation.
- e. Request assistance through the Brunswick Operations Center as needed
- f. Ensure that any special needs citizens, senior citizens on the Police call list are notified well in advance of an emergency
- g. Limit or cause to be limited access to the City after a disaster event by use of local drivers licenses or other local identification to allow for debris cleaning, utility restoration

disaster

and damage assessments to be performed.

- h. Coordinate evacuation routes for residents and visitors in case of an evacuation of the City. (see Annex E)
- i. Work with the Animal Control Officer to keep up to date Animal Control plans to be used during an emergency.

6. **Fire Services**

- a. Plan for coordination of firefighting/EMS operations throughout the City during the time of an emergency/disaster.
- b. Provide for coordination of manpower, as needed, during disaster operations.
- c. Provide manpower and equipment to assist with debris clearance activities as needed by Public Works and other Departments.

**Page
BP.11**

- d. The Fire Command Staff is responsible for fire activities throughout the City with overall coordination coming from the EOC.
- e. Individual fire buildings will provide facilities to be used, as needed, for a command post to be established serving as a link to the EOC.
- f. The Fire Chief will determine which Fire and EMS personnel must report to an emergency.
- g. Maintain copies of current support plans for the evacuation of City Nursing Homes, Convalescent Centers and Doshier Hospital.
- h. Report to the EOC upon activation

7. **Emergency Medical Services**

- a. Plan for coordination of on-scene patient care and

ambulance activities throughout the City.

- b. Develop mutual aid agreements with regards to EMS activities.
- c. Coordinate with hospital disaster coordinator on use of medical facilities within the City for mass casualty incidents.
- d. Contact all medical facilities within the City to notify them of the emergency and to ascertain whether they will need assistance.
- e. Report to the EOC, upon activation.

8. **Rescue Services**

- a. Conduct search operations, in conjunction with Emergency Management and law enforcement agencies in the City.
- b. Conduct rescue operations, as deemed necessary by the Incident Commander/EOC.
- c. Assist EMS with patient care and transport.

**Page
BP.12**

- d. Ensure that all Rescue Squad vehicles and equipment are fully fueled and operational.

9. **Public Works Director**

- a. Plan for emergency repair and restoration of vital facilities and public utilities during disasters to include streets, utilities, stormwater systems and drainage, electric system and City facilities.
- b. Prioritize restoration of critical infrastructure.
- c. Coordinate with debris clearance/ removal

- d. Ensure that all emergency generators supporting facilities are fully fueled and functional.
- e. Coordinate with the City's Electric Service provider for electrical restoration.
- f. Provide needed equipment and supplies to the EOC staff as needed.
- g. Store and provide fuel for emergency vehicles and make sure they are in good working order. Different staging areas throughout the City for placement of equipment may be necessary as designated by the Incident Commander and with the Public Works Director's input..
- h. Working with the County, develop a written emergency plan dealing with solid waste issues and debris clearance, removal and disposal during a disaster.
- i. Develop a written list with contact information of all contractors needed regarding equipment rental, debris removal, facility repairs, etc.
- j. Develop a roster of key staff members who must remain during an emergency or return after an evacuation to relieve other staff members.
- k. Ensure that all Supervisors initiate documentation with videos and photos of all damage and costs incurred due to

Page
BP.13

the emergency/disaster. This would include labor hours; equipment uses and operational costs.

- l. Report to the EOC, upon activation.

10. **Finance Management/Accounting (Finance Director)**

- a. Under the direction of the City Manager, and in coordination with the Incident Commander, handle all

documentation relating to city funds being spent on all personnel and equipment during the emergency.

- b. Develop financial accounting record written procedures for agencies to report their emergency expense as required by County, State and Federal reimbursement agencies.
- c. Ensures that he/she designates a person to maintain financial accounting records during emergencies/disasters and that these records are coordinated with the outside agencies.
- d. Ensure that all essential records are preserved in a safe location, including the back-up of all computerized records and information to a hard copy format for safe placement in a secure location.
- e. Develop procedures for the procurement and delivery of essential resources and supplies on a timely basis.
- f. Ensure that Department Directors initiate documentation of all costs incurred after the emergency/disaster. Develop a training program for all relevant staff so that they are aware of financial mandates of the Finance Office and outside funding sources during emergencies.
- g. Finance employees should be on standby to man a phone bank in the EOC if one is activated.

P a g e
BP.14

11. Building Inspectors and Fire Marshal

- a. Coordinate disaster assessment teams conducting field surveys.
- b. Collect data and prepare damage assessment reports.

- c. Develop a plan to protect all vital departmental records before an emergency occurs.
- d. Develop and maintain standard procedures and guidelines for assisting property owners in recovery from a disaster in support of this plan
- e. Inform property owners of City ordinances or hazard mitigation issues that may affect the reconstruction of storm damaged property.
- f. Coordinate with the County and State as necessary regarding the development of necessary codes and plans for disaster recovery and the enforcement of existing codes.
- g. Organize and maintain an active list of damage assessment team members that shall meet as quickly as possible after an event and move through the City taking videos, pictures, etc as well as gathering and recoding all damage assessment information of both private, public and marine structures.

12. **Donations and Volunteer Management (Community Services)**

- a. Coordinate the management of material goods which have been donated to the City for disaster relief.
- b. Coordinate offers and request for volunteer services to the affected population and City and keep a running list with contact information that will be shared with the City Manager and Incident Commander.
- c. Develop an organized system of management for the identification, receipt, organization, and distribution of donations.

- d. Working with the Public Information Officer, develop a timely release of information to the public regarding needs

Page
BP.15

and points of contact.

13. **City Clerk**

- records
- a. Develop a written plan to keep all historical and vital safe and protected during an emergency.
 - b. Act as a scribe during the emergency and once activated, report to the EOC to being taking notes and minutes.

14. **Information Technology**

- has
- a. The City staff member who serves as the IT liaison to the outside IT company should make sure the company a written emergency operations plan that can be easily implemented in case of a City emergency.
 - b. The City staff member who serves as the IT liaison to the outside IT company shall obtain from the company a list of names and contact information for all those staff members who would assist the City during an emergency with technology issues, 24/7.
 - c. Once an emergency has been declared, notify the outside IT Company of the type of emergency and the need for their presence in the EOC.
 - d. In case of a Cybersecurity attack, work closely with the Incident Commander, IT liaison and other Departments to make secure City records are safe and not compromised and to assist with bringing the attack under control as

quickly as possible.

15, **Parks and Recreation**

- Department's
- a. If necessary, assist with evacuation with the bus and vans, as directed by the Incident Commander.
- and
- b. Help with manning the phone bank in the EOC during after an event, if activated.

Page
BP.16

V. DIRECTION AND CONTROL

- A. Direction and Control provides for an efficient response to an emergency by coordinating all response and recovery activities through one central location. The Emergency Operating Center (EOC) is the base of operation for all emergency management activities for the City. Members of the Emergency Management organization will be familiar with plans and procedures to cope with an emergency. The overall direction and control of emergency activities in a crisis is vested with the City Manager and Incident Commander.
- B. Upon declaration of an emergency or disaster, the Mayor, City Manager, Incident Commander, and other key personnel from various departments and agencies will operate from the Emergency Operating Center (EOC) which is located on the top floor of the main Fire Department located 1011 North Howe Street.
- C. On-site direction and control will be established by the senior officers of the emergency service having primary responsibility for the situation utilizing the National Incident Management System (NIMS).

VI. CONTINUITY OF GOVERNMENT

- A. General

The possibility that emergency and disaster occurrences could result in disruption of government functions necessitates that all levels of local government and their departments develop and maintain procedures to ensure continuity of government on a 24/7 basis. These procedures will name who will be the decision-makers if an elected official or department head is not available.

B. Line of Succession

1. The line of succession for the City proceeds from the Mayor to the Mayor Pro Tem, then to the members of the Board (by seniority), then to the City Manager.
2. Lines of succession for Emergency Services and other department/agency heads will be directed by the City Manager in conjunction with the appropriate department/agency heads.

C. Preservation of Vital Records

**Page
BP.17**

1. It is the responsibility of the City Clerk to ensure that all legal documents of both a public and private nature recorded by designated officials be protected and preserved in accordance with existing laws, statutes, and ordinances.
2. Each department/agency is responsible for the preservation of their essential records to ensure continued operational capabilities.

D. Relocation of Government

1. If necessary, the City provides for the relocation of the governing body to the EOC during times of emergency.

VII. ADMINISTRATION AND LOGISTICS

A. General

1. The operational readiness of the EOC is the responsibility of the

Incident Commander.

B. Records and Reports

1. Records of expenditures and obligations during emergency operations must be maintained by the City Departments and the Finance Department.
2. Narratives and operational journals of response actions will be kept by Emergency Management with the assistance of the City Clerk as the scribe.

C. Consumer Protection - Consumer complaints pertaining to alleged unfair or illegal business practices during emergencies will be referred to the State Attorney General's Consumer Protection Division.

D. Non-Discrimination

1. There will be no discrimination on grounds of race, color, religion, nationality, sex, age, or economic status in the execution of disaster preparedness or disaster relief and assistance functions.
2. This policy applies equally to all levels of government, and contractors.

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BP.18

E. Purchasing Requirements

1. The City's Finance Department's Purchasing Policy must be followed unless the purchase is considered an emergency by the City Manager and the Incident Commander. If declared an emergency purchase, this should be put in writing to the Finance Director with an explanation why and a sign off by the City Manager. The Mayor and Board of Aldermen should be notified of any emergency purchases.

F. Agreements and Understandings

1. Agreements and understandings must be entered into by duly authorized officials and should be formalized in writing whenever possible prior to emergency situations.

2. Should local government resources prove to be inadequate during emergency operations, requests for assistance will be made to other jurisdictions, higher levels of government, and other agencies in accordance with existing emergency negotiated mutual-aid agreements and understandings. Requests for State and Federal resources must be made through the Incident Commander to the County.
3. Organizations tasked with responsibilities in the implementation of this plan are responsible for providing their own administrative and logistical needs and for the preparation and maintenance of a resource list for use in carrying out their emergency responsibilities.

VIII. PLAN DEVELOPMENT AND MAINTENANCE

- A. The City Manager, through the Incident Commander, will ensure that development and annual review of this plan is conducted by all officials involved and will coordinate necessary revision efforts. That shall include review of those portions of the plan implemented in an emergency.
- B. This plan shall be exercised in accordance with the Federal Emergency Management Agency (FEMA) four-year exercise plan to ensure a readiness posture for those who have an emergency responsibility. Training is scheduled and coordinated by the Incident Commander.

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BP.19

IX. TRAINING AND EXERCISE

Training and Exercise (T&E) is one of the most effective ways to measure the preparedness of the City's plans, equipment, and operational readiness in an all-hazard environment. The City's T&E program is designed to:

Provide a self-sustaining structure to facilitate the preparedness cycle,

including training and exercises through an Integrated Preparedness Plan (IPP);

Ensure all exercises follow U.S. Homeland Security Exercise and Evaluation Program guidance and best practices;

Promote the building block approach to exercise design, which in turn promotes the development of the exercise portion of the IPP;

Address all-hazard threats through objective-based exercises using directives found in the National Preparedness Goal;

Conduct annual comprehensive T&E needs assessments based on data and considerations from staff and emergency personnel.

Facilitate annual T&E workshops with emergency preparedness and response partners, to include EOP overview and orientation and cost-recovery processes;

Foster multi-jurisdictional and multi-discipline collaboration countywide, regionally, and locally through T&E;

Maintain a library of after-action reports (AARs) and lessons learned at the local level;

Encourage corrective actions and foster improvement planning as necessary; and

Meet NIMS standards by encouraging the implementation of ICS best practices through T&E.

The T&E program is administered at the direction of the Incident Commander. Through the T&E program, training and exercise events are made available to validate, analyze, and evaluate the processes, policies, and procedures identified in the EOP. One result of this process is refining the EOP through revisions and updates using a documented, official methodology.

In addition, each department/agency tasked with responsibilities in this EOP shall develop and maintain the processes and procedures necessary to support and implement its assigned responsibilities under this EOP. Each department/agency is

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responsible for taking an active role in the emergency management planning, training, and exercise program, as is consistent with their responsibilities and to the extent resources permit.

The EOP should undergo an annual exercise by way of true activation or exercise in a full-scale capacity to test the City's direction and control capabilities. National security or terrorism scenarios must be incorporated into an exercise once every three years.

1. After-Action Reports (AAR)

An AAR should be developed following all EOP activations, and development is also recommended following exercises that test EOP activation. In addition, the activation of EOP annexes warrants AAR development and should follow the established AAR development processes. All participants in real-world events and exercises are offered the opportunity to provide feedback. Emergency Services coordinates all AARs, but functional and/or specific reports and/or feedback methods may be developed by other agencies or organizations based on their areas of focus and management of the event or exercise. All AARs are delivered to Emergency Services no later than 90 days following an exercise or real-world event in which an EOP is activated.

All corrective actions captured in related improvement plans should be incorporated into a corrective action planning matrix to serve as a continuous improvement planning tool for the City's emergency management program, including incorporation into the T&E program. All City Departments will be involved in this process to ensure departmental subject matter expertise is provided and included in these continuous improvement processes.

IX. AUTHORITIES AND REFERENCES

- A. The following listed authorities and references were consulted to support this plan:
1. Public Law 93-288 as amended by Public Law 100-707
 2. National Security Decision Directive #259
 3. N.C. General Statutes, Chapter 166A
 4. N.C. Executive Order 18
 5. N.C. General Statutes 115C-242 (6)
 6. N.C. General Statutes Article 36A of Chapter 14
 7. N.C. Executive Order 61
 8. N.C. General Statutes, Chapter 143B, Article 1
 9. N.C. General Statutes, Chapter 14, Article 36A
 10. N.C. General Statutes, Chapter 147, Article 3A
 11. N.C. General Statutes, Chapter 160A, Article 6 and Article 8

CITY OF SOUTHPORT EMERGENCY OPERATIONS PLAN

ANNEX A

DIRECTION AND CONTROL

I. PURPOSE

This annex outlines the direction and control procedures for emergency operations and identifies the personnel, facilities and resources which will be utilized in the coordinated response activities.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. Direction and control of normal day-to-day emergencies is performed by senior on-scene emergency response personnel (i.e. law enforcement, fire, rescue, EMS) in accordance with local ordinances, policies, and procedures.
2. Many hazards exist within or near the City which have the potential to cause disasters of such magnitude as to warrant centralization of the direction and control (EOC) function in order to conduct effective and efficient emergency operations.
3. Requests for county/state/federal government assistance will be directed to the County EOC by the City Incident Commander and coordinated through the County Emergency Management Coordinator.
4. Centralized city-wide direction and control (EOC activation) is desirable when one or more of the following situations occur:
 - a. there exists an imminent threat to the public safety/health;
 - b. extensive multi-agency/jurisdiction response and coordination is necessary to resolve or recover from the emergency situation;
 - c. local resources are inadequate/depleted and significant mutual aid, county/state and/or federal resources must be utilized to resolve the emergency situation;
 - e. local emergency ordinances are implemented to control the emergency situation.
5. The City Emergency Operations Center serves as the central direction and control point for city-wide emergency response activities.

B. Assumptions

1. The designated EOC will be activated upon the threat or occurrence of a major emergency/disaster and designated personnel will report to the EOC as soon as possible.

2. The City EOC facility and equipment is adequate for coordinating city-wide emergency operations.
3. Sufficient procedures have been developed to effectively direct and control disaster operations/recovery.
4. Emergency operations and coordination at all levels of government will be carried out according to plans and procedures.

III. CONCEPT OF OPERATION

A. General

1. Emergency operations shall include all activities which are directed toward reduction of the immediate hazard, establishing situation control and restoration of normal operations within the city.
2. The Incident Commander will activate, organize, and operate the EOC in a flexible manner based on the magnitude of the situation.
3. The organizational structure of the EOC will be arranged according to the type of incident, agencies and/or jurisdictions involved, objectives and strategies selected to resolve the situation and the demands of the emergency.
4. The Mayor and Board of Aldermen will be notified by the Incident Commander or City Manager when EOC activation is warranted to direct and control emergency operations.
5. The EOC will be managed in accordance with the City's EOC Standard Operating Procedures.

On-scene activities of emergency response personnel will be managed utilizing the National Incident Management System (NIMS).

B. Staffing

Personnel assigned to the EOC will operate in one of five functional sections as assigned by the EMC.

1. The Executive Group, under the direction of the Incident Commander and City Manager, consists of the elected officials, Department Heads who need to be in the EOC, City Clerk and the Public Information Officer (PIO) and is responsible for:
 - a. the approval of policies and strategies pertinent to the emergency/disaster situation.
 - b. conducting briefings of the EOC staff to assure coordination of information.
2. The Operations Group, under the direction of the Incident Commander and consisting of the designated representatives of the Departments conducting emergency operations (law enforcement, fire, EMS, others as appropriate), is responsible for the direct supervision of on-scene operations including the allocation of resources necessary to implement the approved strategies and policies.
3. The Planning Group, consisting of the City Manager, PIO, City Clerk, Incident Commander, Public Works and other technical advisors pertinent to the type of emergency/disaster, may be established to:
 - a. collect, evaluate, display and disseminate information regarding the incident and status of resources;
 - b. maintain a journal, post data and maintain status boards;
 - c. analyze the predictable probable course of emergency incident events;
 - d. develop strategies (action plans) and alternatives to control operations for the incident; and,
 - e. anticipate resource requirements.
4. The Logistics Group, consisting of representatives of emergency support agencies (ie. public works, finance, communications, etc.), may be established to coordinate the acquisition of supplies, equipment and other resources (public and private) necessary and approved to resolve/recover from the emergency or disaster situation.

5. The Finance Group, under the direction of the City's Finance Director, may be established to:
 - a. compile and maintain documentation of purchases, acquisition and utilization of emergency supplies, equipment and other services;
 - b. perform financial and cost analysis to develop conclusions on efficient methods of resolving and recovering from the emergency/disaster situation.

IV. ORGANIZATION AND ASSIGNMENTS OF RESPONSIBILITIES

A. Organization

1. The onset of an emergency adds to the normal day-to-day role of existing agencies and organizations within the City to protect the population and property. Where possible, the emergency responsibilities in this plan have been assigned like the day-to-day responsibilities of the agencies/organizations.
2. The Incident Commander is appointed in accordance with the National Incident Management System and State and Federal Protocols to manage the City's Emergency Management program.
3. When activated, the EOC serves as a central, coordinating point for obtaining, analyzing, reporting and retaining disaster related information.
4. The Incident Commander responding to an emergency shall become the individual in charge of a site-specific National Incident Management System (NIMS). Each responding agency/organization shall send a senior representative with communications capability to remain at the Command Post and all activities and communications shall be coordinated and controlled through the individual in charge of the NIMS assisted by that senior official present for each organization. [29 CFR 1910.120(q)(3)(i)]
5. For long-term emergency/disaster situations, the "Incident Commander" will be designated by the City Manager based on the type, nature, or location of the incident.

6. In situations where the disaster effects are widespread (many incident sites), the EOC may select to establish the City's wards or any other distinguishable boundaries as the "incident sites" to achieve a manageable span of control.
7. A single "Command Post" will be established near the scene of each emergency/disaster situation by the Incident Commander. Senior officials of the emergency agencies involved in the emergency response shall report to this location to afford optimum coordination. This location will serve as the central command and control point for all on-scene activities. The Staging Area, as well as the location for the elected officials and the media shall remain separate and apart from the Command Post.

V. DIRECTION AND CONTROL

- A. The EOC is the operational area from which emergency response activities are directed, controlled, and coordinated and serves as the local communications center.
- C. The mechanics of the EOC operation are contained in the EOC Standard Operating Procedures (SOP). See Appendix E

VI. CONTINUITY OF GOVERNMENT

- A. Staffing assignments for positions in the EOC will allow for continuous 24-hour operations. Selection and assignment of personnel will be the responsibility of each Department Head.
- B. If the primary EOC is not functional, an alternate EOC will be activated.

VII. ADMINISTRATION AND LOGISTICS

- A. Facilities to be used as an EOC are provided by City. This includes furnishings, equipment, and communications necessary for the operations staff. Expendable supplies and displays will be provided through the Emergency Management Office.
- B. The mechanics of activating, arranging and internal functioning of the EOC are contained in the EOC SOP. (See Appendix E)

VIII. PLAN DEVELOPMENT AND MAINTENANCE

- A. The EOC SOP will address staffing, activation, internal functions, and administrative and logistical support. (See Appendix E)
- B. Operational plans and procedures will be developed by department heads to support both this plan and the activities of their department personnel in the EOC.
- C. Periodic review and amendment of this plan will be identified in the plan by signature and change of the approval date of the plan, using the Record Change Form under Instructions for Use on Page 6.

CITY OF SOUTHPORT EMERGENCY OPERATIONS PLAN

ANNEX B

WARNING

I. PURPOSE

This annex describes the process for staffing, operating and maintaining a warning system in the event of an emergency. It also provides instructions for dissemination of warning information to response agencies and the general public throughout the City.

II. SITUATION AND ASSUMPTIONS

- A. Situation
 - 1. The County Warning Point will normally initiate warning and notification followed by the City.
 - 2. Broadcast media will be relied upon as the primary means to assist in the dissemination of warning to the general public.
 - 3. Operational telephone and/or radio communications may be utilized to notify public officials, EOC staff, emergency personnel and others as required.
 - 4. Emergency service vehicles are available for back- up warning to the general public via siren and PA.

5. Special needs populations in health care facilities and those with vision, hearing or language needs will have to be provided special warning notification. These locations should be pre-identified and planned for to receive warning by on site assistance by emergency services personnel.

B. Assumptions

Use of mobile public address systems and/or house to house alert warning may be necessary when the urgency of the particular hazard requires immediate evacuation actions or when cell service is not available.

III. CONCEPT OF OPERATION

- A. Emergency warning may originate at the national, state or local level of government. Timely warning requires dissemination to the public by all available means.

B. Receipt and Dissemination of Warning

1. The N.C. Highway Patrol is the State Warning Point at the Brunswick County Communications Center. NAWAS and NWS alerts are received there from Federal agencies. The North Carolina Emergency Management EOC in Raleigh will serve as the point of contact for local EOC operations. The State EOC can be accessed at 1-800-858-0368.
2. Warning received from the site of an emergency is normally reported to the County Warning Point.

- C. Dissemination of Warning to the General Public of major emergencies will be by:

1. Emergency Information System
2. Citizen Sign Up Text/Email Alert Systems
3. Weather alert radios
4. Mobile public address systems
5. House to house alert by emergency personnel

D. Dissemination of Warning to Special Populations

1. Hearing impaired, special care groups, persons in group quarters and non-English speaking groups are notified by the most expedient means possible.
2. Public schools, and other special warning locations are notified by emergency personnel.

IV. ORGANIZATION

A. Organization

1. The County Warning Point (Brunswick County's Central Communications), located in the county office building in Bolivia, serves on a continuous 24-hour basis from which key officials and the public can be alerted. The County Warning Point has the capability to simultaneously activate warning devices for the public.
2. The Emergency Information System provides an operational public warning capability to national, state and local governments.

V. DIRECTION AND CONTROL

- A.** The City Manager, or designee, has the authority to direct and control the City warning system.

VI. ADMINISTRATION AND LOGISTICS

- A.** The City has the following warning systems available for use in an emergency:
1. Emergency Broadcast System
 2. NOAA Weather Radio System
 3. Text Messaging Alerts to the Public
- B.** Special needs populations in the City (e.g. handicapped; hearing impaired; non-English Speaking) will be identified to ensure that they

are contacted during alert conditions.

VII. PLAN DEVELOPMENT AND MAINTENANCE

- A. This annex will be reviewed on an annual basis.
- B. Law enforcement agencies and fire departments with warning duties will develop and maintain departmental SOPs, mutual aid agreements, personnel rosters, emergency telephone lists and equipment inventories.
- C. The City notification list will be updated as required. **CITY OF SOUTHPORT
EMERGENCY OPERATIONS PLAN**

ANNEX C

COMMUNICATIONS

I. PURPOSE

This annex describes the communications systems within the City and presents available communications sources and policies to be used by local governmental agencies during emergency and disaster situations.

II. SITUATION AND ASSUMPTIONS

- A. Situation
 - 1. Communications play a critical role in emergency operations. Communication networks exist and operate throughout the City. Properly coordinated, these facilities provide for effective and efficient response activities.
- B. Assumptions: It is assumed that the communications system will survive and/or withstand the effects of a disaster. This annex will provide coordination of all communications systems during an emergency facilitating timely response activities.

III. CONCEPT OF OPERATIONS

- A. General
 - 1. The County Warning Point is operated 24 hours a day and serves as the Emergency Communications Center.

2. Emergency communications procedures will be implemented and backup capabilities activated as necessary.
3. Communications equipment is vulnerable during time of emergency particularly during periods of national emergency.

B. Specific

1. Telephone Service
 - a. Telephone and cellular service in the City is provided by private companies.
 - b. The telephone companies will be provided with a list of essential users of telephone service by the Incident Commander.
 - c. Essential users will receive priority telephone service during emergencies.
2. Two-Way Radio Systems
 - a. Two-way radio systems throughout the City are designated to be used for direction and control of activities. They provide voice communications between mobile units operated by governmental agencies within the City. The principal operators are:
 - (1) Law Enforcement
 - (2) Emergency Management
 - (3) Fire Services
 - (4) EMS/Rescue
 - b. The following additional organizations also operate two-way radio systems:
 - (1) City Public Works
 - (2) City Building Inspections

- c. The following volunteer organization operates various two-way radio systems:

Amateur Radio Emergency Service (ARES)

IV. ORGANIZATION

Organization

- 1. The County Warning Point is the central control point for coordinating communications.

V. DIRECTION AND CONTROL

- A. The City Incident Commander will be notified when a major emergency has occurred or is imminent. The City Incident Commander will then inform City officials in accordance with the City procedures and if isolated to Southport, notify the County.
- B. Authority to direct and control the use of communications systems and services available to City departments and agencies is delegated to the Incident Commander.

VI. PLAN DEVELOPMENT AND MAINTENANCE

- A. This annex will be reviewed on an annual basis.
- B. All departments/organizations within the City providing emergency communications will develop and maintain communications SOP's, mutual aid agreements, and personnel rosters, including 24-hour emergency telephone numbers and communications equipment inventories.

**CITY OF SOUTHPORT EMERGENCY OPERATIONS
PLAN**

ANNEX D

EMERGENCY PUBLIC INFORMATION

I. PURPOSE

This annex presents a plan of action to provide prompt, authoritative and

understandable emergency information to the public for natural and technological emergencies.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. The City is vulnerable to a variety of hazards. Media outlets exist which, if effectively employed, can be used to inform the population of the events that are occurring and how they may best respond to them.
2. The city is served by the news media outlets listed in the City's Public Information Director's roster of media contacts..
3. During periods of emergency, the public needs and generally desires detailed information regarding protective action to be taken for minimizing loss of life and property. There are times, however, when disaster strikes without warning and the public information system cannot react rapidly enough to properly inform the public about the hazard. For this reason, it is important that prior to the occurrence of an emergency, the public is made aware of potential hazards and the protective measures that can be employed.
4. The public may accept as valid rumors, hearsay and half-truth information which may cause unnecessary fear and confusion.

B. Assumptions

Local print and broadcast media have agreed to cooperate in broadcasting and publishing detailed disaster-related instructions to the public.

2. Depending on the severity of the emergency, telephone communication may be disrupted. Local and regional radio/television stations without emergency power may also be off the air. If this occurs, public address systems and door-to-door sweeps may be initiated by Public Safety personnel.

III. CONCEPT OF OPERATIONS

A. General

1. Emergency Public Information (EPI) efforts will focus on specific, event-related information.
2. This information generally will be of an instructional nature focusing on such things as warning, evacuation, and shelter. It also is important to keep the public informed of the general progress of events. A special effort will be made to report the facts as accurately as possible and provide advice concerning necessary protective actions. Rumor control will be a major aspect of the information program and will operate from the EOC.
3. The Public Information Officer (PIO) will be responsible for the coordination of special measures to warn the visually impaired, hearing impaired and non-English speaking groups.
4. In conjunction with the Incident Commander, the PIO will serve as the single point of contact for the media during an emergency to ensure coordination of local public information activities with all local, state, and federal agencies.

B. Execution

1. Ongoing public education programs will be conducted by the Fire Department, Police and the PIO to increase public awareness of potential hazards and necessary responses.
2. The City Public Information Officer (PIO) will coordinate with the County media to provide information and education programs relating to emergency management.
3. Documents for major hazards will be prepared and maintained during normal periods of readiness. When evacuation is imminent, public information will expand its capabilities to answer public inquiries and prepare new or modified public announcements.

IV. ORGANIZATION

Organization

1. The City through its PIO will establish an emergency information center at or near the EOC as a point of contact for the media during an emergency and provide

necessary staff and equipment to support its operation.

V. DIRECTION AND CONTROL

- A. General - The Public Information Officer is responsible for all news releases and public information disseminated at the City level. In times of emergency the PIO will operate from the EOC if appropriate.
- B. Educational and Public Information Programs - The PIO in conjunction with the Incident Commander will provide the media with information on new developments affecting emergency management. The PIO, Incident Commander and City Manager also will utilize other types of information and programs on emergency management such as delivering lectures or presentation, distributing education brochures and showing films.

VI. ADMINISTRATION AND LOGISTICS

- A. Media Organizations - A list of media organizations involved in local emergency management programs can be found with the PIO or Incident Commander.
- B. Videos and Publications - Videos and publications dealing with various aspects of emergency management are available from various sources including the local, area and State Office of Emergency Management and the Federal Emergency Management Agency and will be available on the City's website for the public's review.
- D. Accounting procedures to recover costs incurred for emergency operations will be established by the City Finance Officer as outlined by FEMA and the County.

VII. PLAN DEVELOPMENT AND MAINTENANCE

- A. The Public Information Officer will develop and maintain PIO programs to support this plan.
- B. This annex will be reviewed on an annual basis.

SAMPLE NEWS RELEASES

A. Shelters opened for Natural or Technological Hazard

SHELTERS OPENED FOR NATURAL OR TECHNOLOGICAL HAZARD CITY OF SOUTHPORT

Contact: _____ Date: _____ Time: _____

Phone: _____

_____, Mayor of the Southport Board of Aldermen, announced today that due to (the loss of electrical power) the City of Southport's City Plan for Emergency Shelters would be implemented. Emergency shelters are being established at _____ and _____. The shelters are being set up in coordination with the Red Cross and will provide shelter and food for City citizens who are without heat.

Mayor _____ pointed out that although the shelters are being opened, space is limited and a visit to County shelter, if open; friends or relatives who have electrical power and heat would be a good idea. He/she said that pets are not allowed in the shelters and should be left at the animal shelter, animal hospital, kennel, or other safe place.

_____, Incident Commander for the City of Southport, said all persons coming to the shelter should bring bedding, special medicines and foods, including foods for babies and flashlights.

Many disabled and elderly persons who live at home may require assistance in order to relocate to the shelter area. If neighbors or nearby relatives are unable to assist you, please [contact ???????](#)

NOTE: Radio and television, please repeat release at 15-minute intervals.

B. Evacuation Plan

EVACUATION PLAN CITY OF SOUTHPORT

Contact: _____ Date: _____ Time: _____

Phone: _____

The Governor has directed State and Local Emergency Management Personnel, County officials and allied support services to begin preparation for possible implementation of the State, County and City Evacuation Plans.

The Governor's action was taken due to current tensions and advice by Federal officials of the distinct possibility of an enemy attack on this nation.

Parts of _____
_____ Counties, have been designated as host areas for approximately
_____ relocatees from the _____ County hazard area. Host Areas are
considered to be safe from the direct effects of a nuclear weapon - heat and blast
waves.

The Brunswick County Evacuation Plan spells out the details for moving all residents out of their hazard area into the various host areas for a period of seven to fourteen days. This plan also provides for a phased and orderly movement of people to be completed within three days. Movement of the hazard area residents would be initiated only by the Governor of N. C. and only at the request of the President. Extensive planning has been completed by County officials to prepare for this possibility.

C. Initial News Release Format

RUMOR CONTROL
CITY OF SOUTHPORT

Contact: _____ Date: _____ Time: _____

Phone: _____

Because of the uncertain international situation and confusion that sometimes accompanies population evacuation, rumors are likely to spread. These stories could cause public panic and make an already strained situation worse.

Believe only official information released by the City's Public Information Officer, _____ and disseminated over radio, TV and in the local newspapers.

A number has been established to assist in correcting rumored information.

Any person who has a question about the validity of any information may call ?????? 24 hours a day, during this crisis.

Again, believe only official information released through the City of Southport's Public Information Officer.

D. Information for "Stay Puts"

INFORMATION FOR "STAY PUTS"
CITY OF SOUTHPORT

Contact: _____ Date: _____ Time: _____

Phone: _____

Note: This should not be broadcast until after the evacuation phase is complete.

Those persons who have not relocated from the _____ hazard area are strongly urged to do so immediately. Preparations have been made to provide housing, food and other necessities in the reception areas.

Keep in mind that normal services in the hazard area will be severely curtailed. Essential supplies and services will be redirected to the host areas in _____.

If you decide not to relocate to the host areas, there is certain important information that you will need to know. Life-sustaining services will be maintained at only a few locations within the hazard area. Their primary purpose is to support key personnel that are operating within the area to maintain essentials. If you need assistance, go to one of these areas _____.

E. Hazardous Materials

HAZARDOUS MATERIALS EMERGENCY
CITY OF SOUTHPORT

Contact: _____ Date: _____ Time: _____

Phone: _____

_____ have advised that an accident has occurred
at the _____.

The accident involves the (potential) release of hazardous materials from the facility at a level which might be hazardous to the public.

(Select one or both options)

1. Those people living or working within _____ of the facility should remain indoors, close all windows and doors, turn off fans, air conditioners, and forced-air heaters, and move to the basement or part of the building that offers the most protection.

REPEAT:

2. Those people living or working within _____ of the facility should evacuate their homes and businesses. A shelter will be set-up for you at _____.
PLEASE REGISTER AT THIS SHELTER.

REPEAT:

If anyone in your area is working with loud machinery, please inform them of the emergency.

(If the emergency occurs at night, read: If your neighbors' houses are dark, try to wake them and inform them of the emergency.)

Stay tuned to a radio or television station serving your area for additional important information.

CITY OF SOUTHPORT EMERGENCY OPERATIONS PLAN

ANNEX E

EVACUATION AND TRANSPORTATION

I. PURPOSE

This annex provides for an orderly, coordinated evacuation of the City population during emergencies/disaster.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. Several emergency situations may require evacuation of all or part of the City. Small-scale, localized evacuations may be needed because of a hazardous materials incident, major fire, or other incident. Large-scale evacuation may be needed in the event of a city-wide disaster.
2. Through the Fire Marshal's Office, a hazard analysis has been completed which identifies the types of threats and the areas and population in the City that are most vulnerable to these threats.
3. A demographic analysis has been completed. Facilities and populations within the City that pose special evacuation problems have been identified.
4. An evacuation may require substantial physical resources for transportation, communication and traffic control. Available public and private resources have been identified.
5. Large scale disasters may necessitate the rapid evacuation of nursing/rest homes and non-ambulatory populations.

B. Assumptions

1. Sufficient warning time will normally be available to evacuate the threatened population.

The principal mode of transportation will be private vehicles supplemented by the City's Parks and Recreation bus.

3. Areas of the City, or special populations within the City, will need additional time to accomplish an evacuation.
4. The public will both receive and understand official information related to evacuation. The public will act in its own interest and will evacuate dangerous areas promptly when advised to do so.
5. If there is sufficient advanced warning, some residents will evacuate prior to being advised to do so by public officials.
6. Most evacuees will seek shelter with relatives or friends rather than accept public shelter.
7. Some residents may refuse to evacuate regardless of warnings.
8. Some people will lack transportation. Others who are ill or disabled may require vehicles with special transportation capabilities.

III. CONCEPT OF OPERATIONS

A. General

1. The ultimate responsibility for ordering an evacuation rests with the County and the local government. If a municipality is to be evacuated, the Mayor will issue the order. If the evacuation involves more than one jurisdiction, or an area outside of a municipality, the order will be issued on a County level by the Chairman of the County Commissioners, or his designated representative.
2. If the Mayor of Southport issues an evacuation order, the Police Chief and his/her staff should move traffic from the City to US 211 and 87 where the Sheriff's Department and N.C. State Highway Patrol will take over. Mutual aid in traffic control may be necessary as NC 211 and 87 and NC 211 and 133.

3. By monitoring the progress of the evacuation, any impediments to the evacuation can be recognized and contingency options can be implemented.

B. Specific

1. Movement Control and Guidance

- a. The size of the threatened area to be evacuated will be determined by conditions at the time of the emergency.

Traffic movement during evacuation will be controlled by use of designated routes and traffic control points. The evacuation area will identify at least two routes of egress. One lane of each route will be kept open to permit ingress of emergency vehicles.

- c. Vehicles experiencing mechanical problems during the evacuation will be moved off the roads. Stranded evacuees will be picked up by other evacuating vehicles, or by emergency response personnel.

2. Evacuation of Special Populations (Institutions, Facilities and Special Care Individuals)

- a. Institutions within the City should develop procedures for evacuation.
- b. Most patients and staff of the City's medical facilities will be evacuated by buses. If available, ambulances and vans will be provided for evacuation of non-ambulatory. Procedures for rapid evacuation and/or in-place sheltering have been included for facilities in the danger zone from hazardous materials spills.
- c. The public will be given a telephone number(s) for handicapped or disabled persons without transportation. The City Incident Commander will plan for help to come from the County Transportation Resources to arrange pick-up of these citizens. The County Department of Social Services will need to advise the Incident Commander of individuals known to need transportation assistance.

- d. Evacuation from City parks and recreation areas will be coordinated by the Incident Commander and Parks and Recreation Director.
 - e. Large employers within the City have procedures for evacuation of their employees. These procedures include, if needed, the temporary shut-down of their facilities.
3. Emergency Public Information Procedures

Warnings to the public and information concerning evacuation will be broadcast over the City's website, their City text messaging program and/or by emergency vehicles equipped with sirens, warning lights, and/or loud-speakers moving through the threatened areas. For localized evacuations, warning and evacuation instructions may also be given door-to-door.

IV. ORGANIZATION

A. Organization

- 1. Law Enforcement in the City are responsible for implementing the City's Evacuation Annex to facilitate the evacuation process during emergencies.
- 2. During an evacuation, City emergency operations will be directed by the Police Chief.

V. DIRECTION AND CONTROL

- A. Direction and control of an evacuation is the responsibility of the Police Chief and Fire Chief working in conjunction with the City Manager and Incident Commander.
- B. During large scale evacuations involving the relocation of the population from an entire municipality, the Governor may declare a State of Disaster. At that point the Governor assumes direction and control of the situation and evacuation operations will be coordinated by the State Emergency Response Team (SERT) upon activation of the State EOC.
- C. When an emergency requires timely evacuation and before the EOC can be activated, the "on-scene" commander can call for evacuation in accordance with the City's State of Emergency ordinance.

VI. ADMINISTRATION AND LOGISTICS

- A. Brunswick County will provide to evacuees materials identifying evaluation zones, routes, parking facilities and shelters.

VII. PLAN DEVELOPMENT AND MAINTENANCE

- A. This annex will be reviewed on an annual basis.
- B. All involved agencies will maintain departmental SOP's, letters of agreement, personnel rosters, and resource inventories.
- C. Emergency response forces which participate in an evacuation effort are responsible for maintenance of departmental SOPs, mutual aid agreements, equipment inventories and personnel rosters including 24-hour emergency notification telephone numbers.

CITY OF SOUTHPORT EMERGENCY OPERATIONS PLAN

ANNEX F

LAW ENFORCEMENT

I. PURPOSE

This annex provides for crime prevention, maintenance of law and order and traffic control during emergency situations.

II. SITUATION AND ASSUMPTIONS

- A. Situation - During emergencies, law enforcement agencies must expand their operations to provide the increased protection required by disaster conditions. Numerous federal, state and County law enforcement agencies are available to support local law enforcement agencies within the City.
- B. Assumptions - Activities of local law enforcement agencies will increase significantly during emergency operations. Adequate law enforcement resources and services will often be available through existing mutual aid agreements. If local capabilities are overtaxed, support will be obtained from County, state and federal law enforcement agencies.

III. CONCEPT OF OPERATIONS

- A. Emergency law enforcement operations will be an expansion of normal functions and responsibilities. These responsibilities will include maintenance of law and order, traffic control, crowd control and security.
- B. Law enforcement activities will remain under the control of the senior law enforcement officer for the City in which the emergency has occurred.
- C. The Police Department will have responsibility for warning the public, for traffic control and security in and near an evacuated area and in other areas of emergency or disaster operations.

IV. ORGANIZATION AND RESPONSIBILITIES

A. Organization

- 1. The Police Chief is responsible for coordinating law enforcement operations.
- 2. If necessary, other law enforcement agencies will support emergency law enforcement activities.
- 3. If feasible, routine law enforcement procedures will be followed during emergency situations.

B. Responsibilities

1. Police Chief

- a. Develop and update on an annual basis the SOPs to support this annex.
- b. Obtain mutual aid agreements with other law enforcement agencies.
- c. Maintain current internal notification/recall rosters and communications systems.
- d. Provide direction and control for law enforcement operations.
- e. Assist in warning and notifying the affected population of an existing or impending emergency.

- f. Provide traffic control during emergencies.
- g. Assist in evacuation of the disaster area and movement to shelter.
- h. Provide security and protection for the damaged area and critical facilities and control access to affected areas.
- i. Coordinate additional law enforcement support with the County and State Highway Patrol and/or abutting municipalities during response activities.
- l. Limit access to the evacuation area during response and recovery operations.

2. Municipal Law Enforcement Agencies

- a. Maintain law and order within local jurisdictions.
- b. Provide mobile units for warning operations.
- c. Provide security for essential facilities.

V. DIRECTION AND CONTROL

- A. The Chief of Police for Southport will be in charge of law enforcement.

VI. ADMINISTRATION AND LOGISTICS

- A. Records and Reports -The Police Chief will maintain records and reports including expenditure reports, detailing law enforcement operations and activities during the emergency.
- B. Communications - The communications network between the municipal law enforcement agencies will make maximum use of available radio and telephone communication resources.
- C. Vehicle Passes - The decision to require passes into the City will rest with the Incident Commander in discussions with the Police Chief and City Manager. The order for requiring passes will be issued from the EOC. The law enforcement agency will be responsible for issuing

passes upon the direction of the EOC.

VIII. PLAN DEVELOPMENT AND MAINTENANCE

- A. This annex will be reviewed on an annual basis.
- B. Departments within the City that have a role in this annex will maintain SOPs, personnel rosters, and telephone numbers

CITY OF SOUTHPORT EMERGENCY OPERATIONS PLAN

ANNEX G

FIRE SERVICES

I. PURPOSE

This annex provides for the coordination of fire services activities to ensure the safety of life and property within the City during emergency situations.

II. SITUATION AND ASSUMPTIONS

A. Situation

Fire prevention, fire suppression, and hazardous materials operations are daily problems faced by fire service personnel.

B. Assumptions

Existing fire personnel and equipment will be able to cope with most emergency situations using existing mutual aid agreements. When additional support is required, assistance can be obtained from County, state and federal agencies.

III. CONCEPT OF OPERATION

- A. During emergencies, fire services must be prepared to support each other utilizing available expertise, equipment, and manpower.
- B. In an emergency which requires several emergency services (eg. fire, rescue, law enforcement, etc.) to respond, all units, regardless of service, will be coordinated by the Incident Commander.
- C. Under the North Carolina Hazardous Material Right to Know Law, the Fire Chief or his/her designee should survey facilities within his

jurisdiction to identify types and volume of hazardous materials located within the City. He should consider this information when developing response plans for hazardous materials accidents within the City.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization

1. The Fire Department in Southport is made up of organized and trained units utilizing paid and volunteer personnel and serve a specific geographical area, providing service to local governments. The primary concern of these departments are structural fires within their jurisdictions. The Fire Department includes personnel with Rescue and EMT training.
2. The control and prevention of forest fires is the responsibility of the State Division of Forest Resources. Through mutual aid agreements, local fire departments support the State Division of Forest Resources in this responsibility.

B. Responsibilities

1. **Fire Chiefs**
 - a. Analyze fire potential and identify fire service requirements.
 - b. Assist in the preparation of SOPs for coordination of firefighting during emergencies.
 - c. Develop mutual aid agreements.
 - d. Prepare inventories of fire equipment and personnel resources.
 - e. Report to the EOC, as necessary, upon activation, and coordinate fire services operations.

- f. Assist in warning and notifying the affected population of an existing or impending emergency.
- g. Deploy fire personnel and equipment during emergencies.
- h. Provide for protective equipment, and clothing to perform assigned tasks in a hazardous chemical emergency.
- i. Provide fire equipment and personnel to supplement staging areas for emergency personnel.
- j. Designate staging areas for mutual aid and volunteer forces responding from other areas.
- k. Alert all emergency support services to the dangers associated with technological hazards and fire during emergency operations.
- l. Advise decision makers on the hazards associated with hazardous materials.
- m. Support rescue operations.
- n. Provide radiological and hazardous material decontamination and monitoring support.
- o. Assist in handling inquiries and informing families on the status of individuals injured or missing due to a disaster event.
- p. Provide support personnel if needed to assist in traffic control, clean up and damage assessment operations.
- q. Conduct fire safety surveys during recovery.
- r. Provide personnel and equipment to respond to Aquatic Emergencies, both on and below the surface.

V. DIRECTION AND CONTROL

- A. Direction and Control of local fire departments is exercised by the Fire

Chief in Southport.

- B. Coordination of fire services in an emergency is accomplished by the Fire Chief, utilizing mutual aid agreements developed with local units; working with the County and statewide, through the State Emergency Response Team.

VI. ADMINISTRATION AND LOGISTICS

- A. Reports and records of fire services activities during an emergency/ disaster will be collected and maintained by the Fire Chief or his/her designee.
- B. Agreements between fire services and related organizations will be kept on file in the Fire Chief's Office.
- C. Fire services will maintain current maps and charts and current notification/recall rosters.

VIII. PLAN DEVELOPMENT AND MAINTENANCE

- A. The Fire Department will maintain procedures that reflect their operational capabilities.
 - B. This annex will be reviewed on an annual basis.
- CITY OF SOUTHPORT
EMERGENCY OPERATION PLAN**

ANNEX H

MEDICAL SERVICES

- I. Emergency Medical Services
 - a. Develop EMS procedures and mutual aid agreements.
 - b. Coordinate with all medical facilities and air medical services; as well as maintain field communications with other response groups.
 - c. Maintain liaison with American Red Cross (ARC) and other volunteer service agencies to support first aid and supplement medical resources in disaster situations.

- d. Provide for the dispatch of ambulances and the transport of victims to medical facilities.
- e. Coordinate response capabilities utilizing the emergency rescue, medical and ambulance units.
- f. Maintain a casualty tracking system.
- g. Provide for nursing care to the extent that local medical standing orders allow.

2. Rescue Services

- a. Provide trained personnel to support EMS as first responders and back up personnel to operate EMS unit.
 - b. Provide trained personnel to conduct search operations, in conjunction with local EM and local Law Enforcement agencies.
- c. Conduct rescue operations as deemed necessary by the Incident Commander or the EOC.
- d. Provide personnel and equipment to respond to Aquatic Emergencies, both on and below the surface.
- e. Assist in traffic control as necessary.

II. **DIRECTION AND CONTROL**

- A. Emergency public health operations will be directed from the EOC by the Incident Commander or his/her designee.
- B. The EMS Director will direct and control EMS operations. For on-scene incidents, the senior officer will assume direction and control.
- D. The EMS Director will maintain communications with their field forces and will keep the EOC informed of activities performed along with personnel and equipment needed to maintain adequate response and recovery efforts.

VIII. **PLAN DEVELOPMENT AND MAINTENANCE**

- A. The EMS Coordinator will develop/maintain procedures to support this Annex.
 - B. Involved agencies will maintain current internal notification/recall rosters.
 - C. This annex will be reviewed on an annual basis.
- CITY OF SOUTHPORT
EMERGENCY OPERATIONS PLAN**

ANNEX I

RESOURCE MANAGEMENT

I. PURPOSE

This section provides for the identification and management of resources that may be utilized during emergency/disaster situations.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. Many of these resources would be critical to the immediate emergency response following a major emergency/disaster event, and others may be critical for long term recovery operations.
2. Several categories of resources have been identified in Southport to include:
 - Personnel
 - Equipment
 - Facilities
 - Information
3. The City of Southport maintains a list of public and private sector resources that could be utilized during an emergency/disaster response.
4. Southport's resource inventory is updated on a regular basis.

B. Assumptions

1. During or following an emergency/disaster situation, the initial emergency response will be dependent upon local public and private resources.
2. Adequate local resources do not exist to cope with a catastrophic emergency/disaster response.
3. Identified public and private sector resources will be available when needed for emergency/disaster response.
4. Necessary personnel and supplies will be available to support emergency resource response.

III. CONCEPT OF OPERATIONS

- A. The City of Southport will use their own resources and equipment during emergency/disaster situations and have control over the management of the resources as needed to respond to the situation.
- B. The commitment of resources from outside City government will be initiated by the Incident Commander with operational control being exercised by the on-site commander of the service requiring that resource.
- C. Resource management will be coordinated by the City of Southport in the local EOC during smaller in-town emergencies.

CITY OF SOUTHPORT EMERGENCY OPERATIONS PLAN

ANNEX J

ANIMAL PROTECTION AND CONTROL

I. Purpose Statement:

Residents of the City of Southport, Brunswick County area, live with the potential for disasters such as flooding, storms, hurricanes, and other natural events. The purpose of this plan is to provide the framework for the emergency evacuation, humane care, treatment, and shelter of our animals. During a disaster, the State of North Carolina and the Federal Government may offer support for these activities, but the primary responsibility falls on the local infrastructure.

II. Scope:

This plan is to protect people, animals, and property during an emergency by ensuring the effective evacuation and care of pets in the City of Southport. It will describe policies and procedures for evacuation, care, and control of animals during a Southport/Brunswick County agencies and external partners.

III. Affected Agencies/ Responsibilities:

The following agencies and organizations will be responsible for planning, deploying the resources, and managing the activities from the Animal Emergency Preparedness Plan:

1. City of Southport Office of Emergency Management (OEM)
2. City of Southport City Manager
3. City of Southport Animal Protective Services Department (APS)
4. City of Southport Police Department
5. City of Southport Fire Department
6. Brunswick County Sheriff's Office Animal Protective Services
Department
7. Brunswick County Sheriff's Office
8. Public Information Office
9. Finance Department

IV. Primary Agencies:

A. City of Southport's Animal Protective Services (APS) of the Police Department:

1. Determining the appropriate disaster response and coordinating animal relief efforts.
2. Provide and coordinate personnel and equipment to evacuate, shelter, and care for animals in any disaster.

V. Support Agencies:

A. Brunswick County Animal Control:

1. Provide assistance if requested to the animal emergency response.

VI. Planning

Assumptions:

- A. Ensure individual pet owners make disaster plans that include their animals and inform residents of the location of local county evacuation shelters, which are pet-friendly per the Brunswick County EOC.
- B. City of Southport's APS response involving many animals will be dealt with in three ways:
 1. Temporary sheltering within Human Shelters. Animals to be housed with evacuees will be placed in the same temporary human shelter locations with shared animal care responsibilities.
 2. Supplemental Shelters. Animals that need special care or are found without owners will be placed in appropriate animal shelters approved for temporary use during disasters.
 3. Feed-in-Place Care. Provided to pet owners not able to adequately take care of their pets, while still maintaining ownership.

VII. Concept of Operations:

General:

- A. All local jurisdictions are responsible for determining their needs for animal emergency response during a disaster and communicating this to emergency management officials within their jurisdictions. If local resources are overwhelmed, a request for additional support can be sent by Emergency Management Officials to the County. If the assistance is not available in the County, as is often the case in large disasters, the request can be sent to the NC State emergency officials who will coordinate allocation of resources from other jurisdictions.

- B.** Requests for animal protection assistance and resources such as food, medicine, shelter material, specialized personnel, and additional veterinary medical professionals will be transmitted from the Incident Commander to the County Emergency Management Office. Should the need for Federal or State resources exist, the County Emergency Operations Center will coordinate the requests for assistance.
- C.** Animal Protective Services operations will be managed under the City of Southport's National Incident Management System (NIMS).
- D.** Animals Included Under the Plan:

 - 1.** The sheltering and protection of domestic and non-domestic animals are the responsibility of their owners.
 - 2.** Animals abandoned within the City of Southport will become the property of the City. They will be handled as per established protocols after 3 days, or as determined by Incident Command.
 - 3.** All animals under the care of APS will be properly identified, and a plan of action for their care and feeding followed. Documentation of all actions will be maintained.
 - 4.** Wild animals should be left to their survival instincts. Wild animals out of their natural habitats that are in danger either to themselves or the public will be the responsibility of the N. C. Wildlife Resource Commission personnel, in cooperation with local APS personnel, returned to their natural habitat if possible.

VIII.

Notification:

This plan and implementing procedures will be activated in the event of a large-scale emergency causing a significant need for animal protection. Southport's Animal Protective Division with the aid of the Brunswick County Sheriff's Department Animal Control Supervisor, in cooperation with the Southport Police Department will determine when these procedures will be implemented and notify the appropriate primary, support, and mutual aid agencies.

IX.

Communications:

Communications between primary and support agencies will occur primarily through telephone, facsimile, and cellular telephone transmission. Volunteer fire personnel, when available, will accompany field units to provide both tactical support and communications with the EOC. Amateur radio will be used as a backup system if other communication is impossible due to the nature of the emergency.

X. Public Information (PI):

The Public Information Officer for the City of Southport will be responsible for the coordination of all media activities and press releases associated with the protection of animals.

A. Responsibilities:

1. Notifying the public of appropriate evacuation shelters, instructions for coordinating care for animals that they cannot care for, or animals that need immediate medical assistance.
2. Initiating a system to direct inquiries on lost pets to the appropriate Animal Shelter or personnel.
4. Other information as appropriate to the situation.

X. I. Response:

The owners of pets when notified of an emergency, will take all reasonable steps to shelter and provide for animals under their control.

- A.** Animal Protective Services will coordinate the evacuation and rescue, housing, and care of animals during a disaster.

1. Communicate the Brunswick County EOC-designated pet-friendly shelters.
2. Aid with special needs populations that cannot evacuate their animals effectively. Individual citizens will be encouraged to take their animals with them when they evacuate. Any animals left behind without adequate shelter and care shall be impounded.

B. Animal protection planning should ensure the proper care and recovery of animals impacted during an emergency. These plans may include measures to identify housing and shelter for animals, communicate information to the public, and proper animal release.

C. Coordinate resources and space and acquire and stage necessary supplies for the temporary housing of owned animals that cannot be evacuated with their owners.

XII. Review and Update

On a regular basis, this procedure will be reviewed and updated as appropriate by the Southport Animal Protective Services Division and the Southport Police Department.

A more in-depth Animal Protective Services Department Emergency Preparedness Plan is available at the Police Department and the APS Offices in Southport.

XII. Review and Update

On a regular basis, this procedure will be reviewed and updated as appropriate by the Southport Animal Protective Services Division and the Southport Police Department.

CITY OF SOUTHPORT EMERGENCY OPERATIONS PLAN

ANNEX K

DONATIONS/VOLUNTEERS MANAGEMENT

I. PURPOSE

This section describes the management of goods donated as disaster relief to the people of Southport, as well as the collection and shipment of goods donated by the people of Southport to victims in other areas.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. Historically, persons not directly affected by an emergency/disaster are eager to render aid to disaster victims through donations of money, goods, and services.
2. Lack of an organized system of management for the identification, receipt, organization, and distribution of donations will result in chaos.
3. The timely release of information to the public regarding needs and points of contact is essential to management of donated goods.
4. Donated goods are essential to recovery in most cases.
5. Suitable facilities, equipment, and personnel are needed for the management of donated goods.
6. The coordination of the collection, packaging, and shipment of goods to a disaster area is best accomplished at the county level with the assistance of the City.
7. Monetary donations, staple goods, and those items specifically requested best serve the needs of victims.
8. Distribution of donated goods must be coordinated with the identification of unmet needs.

B. Assumptions

1. Suitable space and equipment will be available to receive, sort, and store the influx of donated goods.

2. Adequate personnel for donated goods operations will be available.
3. Local distribution sites will be convenient to the affected populations.
4. A regional reception and distribution site for donated goods will be established by the State.
5. Unsolicited donations of goods can be expected.
6. Donations of non-useful and unwanted goods can be expected; these include loose, unsorted clothing, extremely perishable items, and worn-out items.
7. People unaffected by the disaster will seek to receive donated goods.
8. Some donors will seek to bypass the distribution system established by the County.
9. An aggressive public information effort will expedite the distribution of goods as well as limit an influx of unwanted items.
10. Citizens and businesses of Southport and Brunswick County will elect to donate money and goods to disaster victims elsewhere; they will need and seek guidance on methods of participation.
11. Transportation will be available to ship donated goods from the City to the County and to other destinations.
12. It is inevitable that there will be a surplus of some donated goods which will require disposal.

III. CONCEPT OF OPERATIONS

A. Receipt of Donated Goods for Southport

1. The magnitude of the disaster and the severity of local need will dictate the amount of space and personnel required for the reception and distribution of donated goods and what agency(ies) will accept the donations.

2. Ideally, a central reception and sorting center for donated goods should be established, and separate locations convenient to the affected areas of the City and County should be utilized as distribution centers.
3. Operational personnel will be solicited from the Volunteer Coordinator's list of available personnel resources.
4. Public information regarding distribution sites, needed goods, volunteers, and other pertinent matters will be coordinated by the Public Information Officer.
5. Requests for needed goods and re-supply of needed goods will be channeled through the County and State EOC.
6. Upon receipt, donated goods must be sorted and packaged in a manner suitable for distribution.
7. When identified as not needed, unwanted goods should be refused.
8. Surplus donated goods will be sold or otherwise disposed of in a manner consistent with the donor's apparent intent.

B. Collection and Shipment of Donated Goods to Other Counties/States/Localities.

1. An attempt will be made to identify the needs of the intended destination prior to collection of goods.
2. A systematic method will be established for collection of the donated goods to be shipped
3. Goods will be sorted and packaged in an appropriate manner prior to shipment to accomplish the following:
 - Timely and undamaged arrival at the destination
 - Proper identification of contents
 - Minimal need for repackaging/sorting
 - Ease of loading and unloading
 - Elimination of inappropriate/unwanted goods
4. Shipments of donated goods will be coordinated with the

receiving destination prior to departure from the City.

5. Suitable means of transport will be arranged for delivery of the shipment in a timely manner.

CITY OF SOUTHPORT EMERGENCY OPERATIONS PLAN

ANNEX L

RECOVERY/DAMAGE ASSESSMENT

I. PURPOSE

This section presents a system to coordinate damage assessment and reporting functions, estimate the nature and extent of the damage, and provide disaster recovery assistance.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. Most hazardous events which may affect the City of Southport have the potential for causing damage. A planned damage assessment program is essential for effective response and recovery operations.
2. If a significant emergency/disaster occurs, a series of damage assessment activities will be required in the following order:
 - a. The City's Immediate Situation Report results in notification to the County, information on the severity of the problems and the determination of need for further assistance.
 - b. The County's supported Impact Assessment results in the identification of immediate life support needs.
 - c. Federal/State supported Damage Assessment precedes the delivery of a Presidential Disaster Declaration and defines the specific needs for long term recovery.
3. Following a significant disaster/emergency occurrence, a

multitude of independent damage assessment activities will be conducted by a variety of organizations including City Personnel, County Damage Assessment Teams, American Red Cross, Insurance Companies, Utility Companies, Federal Agencies (Fish and Wildlife), etc. Brunswick County will utilize the personnel from both the City and County Tax Departments, City Public Works, City Building Inspections, Fire Departments to conduct the official City of Southport Damage Assessment.

4. Recovery from a significant disaster will be managed in two identifiable phases as follows:
 - a. Phase One is the emergency reaction phase and the implementation of emergency plans. Actions under this phase include emergency security, debris removal, mass care, and restoration of essential services. The City's Emergency Management Office will assume the lead role in coordination of this phase.
 - b. Phase Two is the long-term reconstruction phase. Actions under this phase include: rebuilding of damaged public buildings, rebuilding of roadways and bridges, rebuilding of private homes and private businesses, etc. The lead roles in this phase will be assumed by the City Manager, the City Finance Director, and the Incident Commander, with the assistance of the City Departments of Public Works and Building Inspections.
5. If the magnitude and severity of the emergency or disaster warrants it, a Presidential Disaster Declaration can be granted thus making Federal Government Assistance available to the City and Brunswick County.

B. Assumptions

1. The City will continue to be exposed to various hazards resulting in damage to both public and private property.
2. A significant response of both solicited and unsolicited

resources from outside the impacted area can be expected, and preparations must be made to manage this assistance.

3. Emergency public information is a critical tool in immediate post disaster response for informing the public about actions being taken, and for requesting help from outside the area of impact.
4. Damage to the utility systems and the communications systems may hamper the recovery process.
5. Routine government agency operations may be postponed because of the disaster.
6. A major disaster could have a significant long term economic impact on the City.
7. A major disaster affecting the City could result in the severance of a main transportation artery resulting in a significant alteration of lifestyle in the City.

III. CONCEPT OF OPERATIONS

A. General

Responsibility for Immediate Situation Reports/Phase One of recovery operations lies with local government.

B. Specific

1. Emergency and recovery operations will initially be coordinated from the City's Emergency Operation Center and the City will maintain communications with the Brunswick County EOC.
2. Accurate emergency logs and expenditure records must be kept from the onset of the disaster by each Department.
3. The Building Inspector with assistance from the Public Works and Fire, will coordinate the compilation of damage survey data, prepare damage assessment reports for the

Incident Commander, and plot damaged areas on local maps.

4. The Incident Commander will review, with other appropriate staff members, the damage assessment reports to determine if any outside assistance will be necessary to recover from the disaster.
5. The Incident Commander will forward damage assessment reports and any requests for assistance to the County.
6. Based upon the local damage assessment reports, the County's Emergency Operations Team will determine what recovery capabilities are available to meet the anticipated requirements.
8. The Governor may request a Presidential Declaration of a "major disaster", "major emergency", or a specific federal agency disaster declaration (Small Business Administration, Department of Agriculture, Corps of Engineers, etc.) to augment state/local/private disaster relief efforts.
9. The President, under a "major emergency" declaration may authorize the utilization of any federal equipment, personnel, and other resources.
10. The President, under a "major disaster" declaration may authorize two basic types of disaster relief assistance:
 - a. Individual Assistance (IA)
 - i. temporary housing (100% federal dollars);
 - ii. individual and family grants (IFG) [75% federal, 25% state/local funds];
 - iii. disaster unemployment assistance;
 - iv. disaster loans to individuals, businesses, and farmers;
 - v. agricultural assistance;
 - vi. legal services to low-income families and individuals;
 - vii. consumer counseling and assistance in obtaining insurance benefits;

- viii. social security assistance;
 - ix. veteran's assistance;
 - x. casualty loss tax assistance.
- b. Public Assistance (PA) [75% federal, 25% state/ applicant funds]
 - i. debris removal;
 - ii. emergency protective measures;
 - iii. permanent work to repair, restore or replace road systems, water control facilities, public buildings and equipment, public utilities, public recreational facilities, etc.

11. In the event a major disaster or emergency is declared:

- a. A Federal Coordinating Officer (FCO) will be appointed by the President to coordinate the federal efforts.
- b. A State Coordinating Officer (SCO) and Governor's Authorized Representative (GAR) will be appointed by the Governor to coordinate the state efforts.
- c. A Disaster Field Office (DFO) will be established within the state (central to the damaged areas) from which the disaster assistance programs will be administered.
- d. For IA only, Disaster Application Centers (DACs) will be established central to the affected areas where individuals may apply for assistance.
- e. If the area is declared eligible for Public Assistance programs, an Applicant's Briefing will be conducted for officials of the county, cities, and private nonprofit organizations to explain eligibility criteria. The Emergency Management Coordinator will be requested to assist with identifying and notifying eligible applicants.
- f. At the applicant's briefing, each eligible entity will submit a Notice of Interest (NOI).

- g. Each PA applicant (including local government entities) will appoint a "Applicant's Agent" to coordinate the collection of documentation and submission of information to the DFO.
- CITY OF SOUTHPORT EMERGENCY OPERATIONS PLAN**

ANNEX M

HAZARDOUS MATERIALS

I. PURPOSE

This section provides information for a response in the City of Southport to hazardous material emergencies.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. The threat of a major disaster involving hazardous materials has escalated due to the increase in everyday use and transportation of chemicals by the various segments of our population. Our City has over 25 facilities storing extremely hazardous materials above the threshold planning quantity. Most of these facilities are in highly populated areas of our City and has presented a lot of problems in emergency planning.
2. Hazardous materials emergencies could occur from any one of several sources including shipping, roadway and rail transportation, aircraft accidents, or fixed facility accidents. There are a lot of flammable and combustible liquids stored in above ground tanks. Our facilities store large quantities of propane, gasoline, diesel fuel, No. 2 fuel oil, chlorine, and other hazardous materials. The Fire Marshal's Office receives reports from each storage facility. These hazardous materials present a major concern for emergency planning.
3. Evacuation or sheltering in place may be required to protect portions of the population of Southport.
4. Certain hazardous material incidents may require additional response capabilities that are not currently available in Southport.

Victims of a hazardous materials incident may require unique or special

medical care not typically available in Southport.

6. The release of hazardous materials may have short and/or long-term health, environmental and economic effects depending upon the chemical composition of the substance.
7. Hazardous materials emergencies may occur without warning requiring immediate emergency response actions.
8. Southport's Fire Department and Emergency Services will respond to the incident in the initial phase without assistance from outside the jurisdiction. This includes notification and warning of the public, evacuation or sheltering in place, immediate first aid, and isolation of the scene.
9. Currently, the City of Southport has a Mutual Aid Agreement with the Sunny Point HazMat Team as well as the City of Wilmington's Team to assist with a hazardous materials incident.

B. Assumptions

1. Planning and training prior to an incident will significantly reduce the risk to personnel.
2. A facility involved in a hazardous material incident will provide all information required by SARA, Title III, Section 304 on a timely basis.
3. Emergency response personnel are knowledgeable in the use of available resources.
4. The U. S. DOT Emergency Response Guidebook, alone or in combination with other information sources, is used as a guide for initial protective action at incidents involving hazardous materials.
5. Response time for resources requested from outside the County will require a minimum of two hours.
6. Incidents in which the military can be identified as the responsible party, will generally be resolved by Federal resources.
7. Hazardous materials incidents that occur in which the

responsible party cannot be identified will be resolved at the expense of the jurisdiction in which the event occurred.

III. CONCEPT OF OPERATIONS

There are several types of incidents involving hazardous materials: (1) incidents at fixed facilities, (2) shipping incidents, (3) Roadway transportation accidents, and (4) unknown materials on the river shore, or roadway.

- B. The level of response required for an incident is determined by:
 - 1. the quantity, quality and the toxic effects of the material involved in the release;
 - 2. the population and/or property threatened;
 - 3. the type and availability of protective equipment required for the released material, and;
 - 4. the probable consequences should no immediate action be taken.
- C. Depending upon the threat posed by the incident, protective measures initiated for the safety of the public could include in place sheltering, evacuation, and/or isolation of the contaminated environment.
- D. Response procedures for each incident will be according to local policies and procedures in compliance with worker safety standards.
- E. This plan recognizes that a hazardous materials incident can change with time, and necessitate escalating the response, or downgrading the response as the situation dictates.
- F. Specific hazardous materials facility information has been gathered and is available to the response community through the Fire Marshal's Office.
- G. Training programs for emergency responders in the City will be through individual agency in-service training, community college courses, and other offerings of related training. Exercise schedules for this plan are developed and maintained by the emergency management office.

CITY OF SOUTHPORT EMERGENCY OPERATIONS PLAN

ANNEX N

VITAL FACILITIES AND ELECTRICITY

I. PURPOSE

This section provides for the identification and management of critical/vital facilities.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. Many of these identified facilities would be vital to emergency response during a major emergency or disaster event. Other facilities would be critical for immediate and long-term recovery operations.
2. Several categories of vital facilities and resources have been identified in Southport including:

Vital Facilities:

- a. Medical Facilities
- c. Government Facilities
- d. Communications Facilities
- e. Public Buildings
- f. Emergency Service Facilities

Vital Utilities:

- a. Communications network components
- b. Electric distribution system components
- c. Transportation networks

- d. Water distribution/waste water facilities with the County

Special Needs Facilities:

- a. Congregate Care Facilities
- b. Day Care Facilities

Vital Resource and services sites:

- a. Landfill and debris collection sites
- b. Public/Private supply centers
- c. Helicopter landing sites

- 3. Southport Emergency Management maintains a list of public and private sector resources that could be utilized during an emergency/disaster response.
- 4. Southport's vital facility information is updated on a regular basis.

B. Assumptions

- 1. Identification of vital facilities will make it possible to predict the consequences of disaster, and to expedite the response of necessary resources from outside the area of impact.
- 2. Knowledge of vital facilities will reduce the dependence on "unwritten" and "assumed" information.
- 3. Knowledge of vital facilities will expedite damage assessment and loss estimation.
- 4. The identification of vital facilities allows for the prioritization of post-disaster areas and restoration.

III. CONCEPT OF OPERATIONS

- A. Information pertaining to vital facilities and resources will be maintained in the Southport's Emergency Management Office, and accessible to agencies in Brunswick County that would have a need to use it.

Continuous update of the vital facilities inventory will be maintained.

- C. Vital facilities may serve as the basis for establishing mutual aid and statements of understanding with other governmental or non-governmental agencies.
- D. Knowledge of vital facilities allows for the implementation of planned mitigation approaches/projects to reduce vulnerabilities.

CITY OF SOUTHPORT EMERGENCY OPERATIONS PLAN

ANNEX O

PUBLIC WORKS

I. PURPOSE

The purpose of this annex is to provide essential public works services during an emergency/disaster to reduce the impact of the emergency.

II. SITUATION AND ASSUMPTIONS

A. Situation

- 1. In an emergency, there is frequently a need for manpower and equipment to remove obstructions or clear a way to an accident site; for emergency debris removal; and for restitution of essential utilities.
- 2. The City's capability in public works presently handles building, grounds and street maintenance, power, utility services, and equipment maintenance. Brunswick County also has numerous resources to maintain and clear roadways in Southport.

B. Assumptions

- 1. The City may require extensive assistance during disaster operations for debris removal and restoration of essential utilities.
- 2. Additional public works resources will be available from neighboring cities and towns, local contractors, Brunswick County through mutual aid, NCDOT and the Federal

government.

III. CONCEPT OF OPERATION

During emergencies, the public works function expands and the coordination of public works emergency operations is essential. Public works arranges for support services for emergency response agencies and coordinates with the private sector.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization

1. During emergencies, public works in Southport will be coordinated by the Public Works Director and City Engineers.
2. Public works must be prepared to assist in lengthy operations which start in response and continue through recovery involving clean-up activities and the return of resources.

B. Responsibilities

1. Public Works Director
 - a. Prepare procedures to provide public works functions during emergencies.
 - b. Develop and maintain resource lists with source, location, availability of equipment, fuel, and operational personnel to support response/recovery operations.
 - c. Develop mutual aid agreements.
 - d. Jointly with the Incident Commander and the County, direct and dispatch public works mutual aid from other jurisdictions and the State.
 - e. Maintain emergency power, water and sanitation resources at vital facilities in the City during emergencies.
 - f. Prepare required reports and forward to the City's Incident Commander.
 - g. Conduct debris clearance operations.

- h. Provide emergency potable water.
- i. Store and provide fuel for emergency vehicles and keep vehicles maintained.
- j. Provide sanitation services during emergencies.
- k. Assist in damage assessment operations and relay damage assessment information to the EOC.

V. DIRECTION AND CONTROL

- A. The Public Works Director will direct and control public works activities during emergencies and coordinate with the EOC and other response forces.
- B. The Public Works Director will maintain direct communication with on-site personnel via the public works radio system.
- C. When notified of an emergency, the Public Works Director will determine the resources to be committed and alert appropriate personnel.

VI. CONTINUITY OF GOVERNMENT

The line of succession for Public Works is:

- 1. Public Works Director
- 2. City Engineers

VII. ADMINISTRATION AND LOGISTICS

- A. Records and Reports
 - 1. Records of personnel and equipment will be maintained.
 - 2. Informational data and maps pertaining to City facilities, streets and utility systems will be maintained.
 - 3. Records and reports regarding expenditures incurred during emergency response/recovery activities (i.e. personnel, equipment, supplies) will be kept.

B. Communications

The communications system will make maximum use of available radio and telephone communications.

VIII. PLAN DEVELOPMENT AND MAINTENANCE

A. Review of this annex on an annual basis will insure that needed changes are made.

B. The Public Works Director will develop and maintain procedures as well as personnel notification and recall rosters to support this annex. **CITY OF SOUTHPORT EMERGENCY OPERATIONS PLAN**

ANNEX P

WEAPONS OF MASS DESTRUCTION/CHEMICAL/BIOLOGICAL ATTACK

PURPOSE

The purpose of this document is to provide guidance to responders of local government to an incident involving terrorist activity. It is meant as guidance only.

SCOPE

It is imperative that each level of government and each response organization (at all levels) be aware of the roles and responsibilities that are required for a professional response.

The legal foundation for this plan can be found in the Presidential Decision Directive (PDD) PDD-39 dated June 1995 and PDD-62 dated May 1998.

CONCEPT OF OPERATIONS

As part of the awareness program associated with acts of terrorism, the first responders must first ensure their own protection and the protection of all responding departments.

COMMAND AND CONTROL

This function is perhaps the most critical for ensuring a successful operation. It

is **Absolutely Imperative** that a team approach for Command and Control be used for response.

The person(s) in charge of the first arriving Emergency Unit shall be considered in charge and will assess the incident situation, report conditions, request necessary mutual aid and remain in charge until properly relieved by an appropriate individual of authority.

The Incident Commander (IC) will determine the best place for staging area(s), and direct that responding resources report to the staging area, unless otherwise directed.

ROLES, RESPONSIBILITIES, AND CHECKLISTS

This section outlines the primary areas of responsibility for the primary responding organizations. The checklist will identify critical items of concern for all organizations.

All responding organizations will implement the alerting of their people to the following areas of concern.

All Agencies:

- Develop internal notification procedures for responding departmental personnel

- Ensure internal distribution of response plan

- Follow directions of IC and EOC

- Adhere to site entry protocols

- Ensure adequate training programs are implemented in their department

- Adjust work schedules for 24-hour operations for a minimum of 96 hours (4 days)

- Develop control measures for Chain-of-Evidence process

- Provide department representatives to incident site and EOC

- Document all response activities from time of notification until termination

- Participate in Command-and-Control team as directed by IC or EOC

- Be ready to commit all available departmental resources to responses and recovery effort

- Provide department needs assessment for operation to IC or EOC

- Develop a need-to-know list for internal operations

- Other as directed by IC or EOC

Law Enforcement Agencies - will have the responsibility for both warning and assisting the public relative to an evacuation, crime scene investigation, and scene control.

- Develop or enhance intelligence gathering capability for acts of terrorism
- Establish distribution or notification process for sharing of information
- Initiate notification process to all participating organizations
- Maintain open lines of communication on intelligence with County, state and federal agencies
- Review Personal Protective Equipment (PPE) requirements and site entry protocols
- Initiate a meeting of organizations based on assessment of conditions
- Establish site security based on **Hot** zone, **Warm** zone, and **Safe** areas
- Assist in site evacuation of personnel
- Provide shelter security for activation of shelters resulting from incident
- Provide guidance or training for maintaining Chain-of-Evidence process
- Establish ICS if first on scene
- Provide standby capability for security at hospitals and medical facilities
- Other as identified by local law enforcement

Fire and Rescue Services - Responsible for scene operations to include recovery, rescue, HAZMAT, and operations.

- Provide fire suppression at site and surrounding location as required
- Determine **Hot** zone, **Warm** zone, and **Safe** areas
- Provide rescue and search resource operation
- Provide Emergency Medical Technician (EMT) level for medical assistance
- Assist in evacuation of personnel from site
- Determine area to be evacuated for public safety
- Work with law enforcement for preservation of site evidence
- Interface with EMS provider on medical assistance issues
- Develop new site entry protocols
- Identify, to maximum extent possible, injured personnel and fatalities
- Establish ICS if first on scene
- Be prepared to assume IC position as conditions change
- Provide for medical monitoring of response personnel
- Train personnel in signs and symptoms of chemical and biological agents
- Observe site entry protocols
- Assist with mass decontamination of on-site personnel

Emergency Medical Service - responsible for mass casualties' recovery, triage, and transportation of medical patients.

- Assume lead role for on-site medical assistance

- Develop interface with medical doctors for on-site triage of patients
- Develop procedures for notification of medical service providers
- Identify, to maximum extent possible, injured personnel and fatalities
- Establish ICS if first on scene
- Be prepared to assume IC position as conditions change
- Provide for medical monitoring of response personnel
- Train personnel in signs and symptoms of chemical and biological agents
- Provide IC or EOC with needs assessment for incident resolve
- Observe site entry protocols
- Assist with mass decontamination of on-site personnel

County Emergency Management - Responsible for state and federal coordination of resources, consequence management, and recovery. Emergency management will develop, organize and maintain a Weapons of Mass Destruction (WMD) Standard Operation Procedures', Radiological Protection (RADPRO) Systems, and HAZMAT response data for County Resources.

Private Facilities

- Develop a Standard Operating Guide (SOG) for terrorism related events at your facility based on hazard analysis's.
- Advise law enforcement of any planned events that would be considered high profile such as strikes, creditable threats etc.
- Develop internal notification procedures for mass evacuations of facilities and assure the plan addresses staging areas for employees.
- Make immediate notification to 911 of the threat with as much details as available.
- Make notifications to Senior Management of the threat.
- Provide onsite personnel to local public safety officials for facility intelligence and general information. Safety professionals and Human Resource professionals should be available to provide information to local public safety officials.
- Have Maintenance and Engineering available for assistance as needed (items such as water supplies, utilities, chemical reactions, facility layouts, etc.)
- If chemicals are involved, assure proper access Material Safety Data Sheets and other chemical specific information is available including personnel such as chemist.
- For major process facilities, have a schematic of the process available for public safety officials (Risk Management Plan (RMP), Process Safety Management (PSM) plans, etc.).
- Appoint a Public Information Officer (PIO).
- Assist public safety officials with establishing Hot, Warm, and Cold Zones.
- Provide resources as requested if available.

MASS DECONTAMINATION

The ability to conduct mass decontamination of large numbers of people in a very short period is imperative to limit exposure, possible burden to hospitals, and spread contamination. The primary department assigned to this program is Southport's Fire Service with the County.

Mutual aid fire departments for:

- . Dependable source of clean water
- . Adequate resources to conduct operation
- . Adequate workforce to perform mission
- . Ability to conduct operations at multiple locations

DEMOBILIZATION/DEACTIVATION

This part of response to and from terrorist incidents will be determined by the Incident Commander based on feedback and information from law enforcement agencies and will be based on the threat level as defined by and outside Public Safety Agency.

CITY OF SOUTHPORT DEPARTMENT OF EMERGENCY MANAGEMENT INCIDENT COMMANDER COORDINATION/RESPONSE

(Be prepared to handle on own for 72 hours)

Coordination/Response:

Park vehicle upwind/upgrade and in a **Safe Zone**

Set up the command post in a place away from direct involvement with casualties and personnel.

Consider need for a forward command post.

Give detailed situation report and establish incident command:

Estimate the number of casualties and designate an exclusion zone

Alert all personnel to use their SCBA and personal protective clothing

Don your own SCBA and be prepared to use it.

Contact North Carolina office of the FBI; 704-377-9200 (Charlotte)

Request more resources immediately.

Assign radio tact channels to sectors to improve both operational control and efficiency.

Establish and maintain direct telephone line or discreet radio tactical channel to the EOC.

Assign company(ies) to the command post for staff and command support.

Request the senior ranking law enforcement officer to report to and remain at the command post to: coordinate evacuation; cordon area; provide scene security; designate and maintain scene access for arriving and departing ambulances, medic units, and other emergency apparatus; and serve as liaison with the FBI.

Establish sectors immediately and ensure use of vests/tagging system:
EMS (triage, treatment, disposition, EMS communications, transportation, and resources)

Safety	- Law enforcement
Hazmat	- Rehabilitation
PIO	- Staging
Decontamination (SOT/Hazmat)	- Operations
Accountability	- Fire/Rescue

Alert Brunswick County and Doshier Memorial Hospital to imminent mass casualties. (Many may arrive in their own vehicles.)

Assess whether patients are symptomatic. (Depending on the particular agent, symptoms do not show until hours or days after exposure. People who complain of "symptoms" may be psychogenic, have other unrelated ailments or have been chemically exposed.)

Suppress boundary fires

Emphasize possibility of secondary devices

Consider impact of using fixed ventilation system to control the spread of chemical agent vapors. Determine where vapors will be exhausted and cordon area.

Assess the physical state of the suspect material. (Biological agents do not pose an immediate respiratory threat if in liquid form. If the agent is in powdered form and is not disturbed, it does not pose a respiratory threat.)

Use Public Works to set-up corridor to help better control scene.

17. Search for victims in surrounding area. Determine the **time** between when people were first "exposed" and when the accident was reported. Was it immediate? Delayed?

Crime Scene:

18. Remember that the incident is also a crime scene. Preserve suspected evidence where applicable. Find containers such as, Dumpsters to store material and evidence from sectorized areas. Set-up evidence tents if needed.

Decontamination:

19. Establish pre-decon areas to temporarily control citizens who may need decontamination. Separate people who are symptomatic from those who are not.
20. Use tank water from one or more pumpers for gross decontamination of patients.
21. Set up and staff separate decontamination sites for civilians and emergency services personnel.

Rehabilitation:

- 22. Request rehydration fluids
- 23. Designate port of entry for deliveries

Control quality of food. Keep food separate from bathroom facilities.

Use volunteers to clean up areas, especially sleeping areas.

Administration:

Be prepared to direct and/or coordinate the inflow of resources from local, state, and federal agencies. Assign a liaison officer to assist with coordination.

- 27. Decide on replacement of contaminated personal protective equipment (PPE). Provide Tyvek/suits for protection from body fluids.
- 28. Consider the need for interpreters
- 29. Keep track of donated, borrowed, bought supplies.
- 30. Conduct pre-diffusing briefing before allowing people on site
- 31. Prepare to handle mail. NOTE: Must account for currency donations.
- 32. NO non-prescription drugs. Keep control of this.
- 33. Review/Set-up contracts with /for unusual equipment (Cranes, dumpsters, etc..)
- 34. Provide tours for VIP's
- 35. Provide information to local media - PIO

CITY OF SOUTHPORT EMERGENCY OPERATIONS PLAN

ANNEX Q

CYBERSECURITY THREAT/ATTACK

I. PURPOSE

Nearly all aspects of the City and its residents rely on networked technologies. With the increasing reliance on technology, cyber connections may lead to cyber incidents with far-reaching and devastating impacts. An interruption in one organization or system no matter the reason, may have widespread impacts across the City. In the worst cases, this puts lives at risk and causes significant economic challenges. Therefore, it becomes increasingly important that the City has a cybersecurity program in place to protect against disruptions and a cyber incident response plan to have a quick, effective solution to the problems so that there is a successful end to the attack.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. Cyber threats or attacks can be caused by a natural hazard, human error, equipment failures or malicious attack.
2. The outside Information Technology contractor, along with representatives from utility and communication companies will play an integral part in assessing the situation and developing a plan to address and solve the issue(s).
3. The City's Emergency Operations Center will serve as the central direction and control point for the City during a cyberattack.

B. Assumptions

1. Outside organizations under contract with the City as vendors will be key to resolving the cybersecurity threat.
2. Immediate action should be taken to ascertain whether the public is

affected by this threat/attack and if so, the Public Information Officer shall develop media notices and notify the public that could be affected.

3. A cybersecurity threat or attack may include one or more of the following: Hardware destruction or loss; Network unavailability, compromise, degradation, or destruction; Software malfunction, compromise, or exploitation; and a Malware attack or scam.

III. CONCEPT OF OPERATION

A. General

1. The relevant staff and outside vendors will need to develop an analysis as to how to isolate the incident to minimize disruptions and how best to respond to the issue at hand.
2. It is imperative that the severity of the incident and its type be identified as soon as possible.
3. The team assigned to work on the cyber-attack/threat needs to focus on containment to minimize the spread of the Incident; eradication; restoring everything back to normal operations; and recovering any data that may have been lost or damaged.

B. Staffing

1. The Core Team to address attacks and threats of this nature includes the Incident Commander; Senior IT Staff Member and representation from the outside IT contracted vendor; City Manager; Police Chief, Emergency Medical; Fire Chief; Public Works Director; Public Information Officer and other outside private vendors as needed.
2. The potential stakeholders that could be involved with solving the issues include Utility representatives; Fire Marshal; County representative; and the Finance Director.

IV. ORGANIZATION AND ASSIGNMENTS OF RESPONSIBILITIES

A. Organization

1. The Incident Commander organizes the Team and helps with planning

and communications.

2. The Information Technology personnel will have knowledge of the threat and how to solve it; specialized personnel who can assist with solving the problem and knowledge of key cyber systems within the City.

3. The City Manager will assist with identifying planning goals and tasks; knowledge of government resources; the ability to communicate with the elected officials; and the authority to commit resources to solving the problem.

4. The Police Chief has knowledge about local laws and ordinances and intelligence, security strategies and knowledge of key law enforcement system requiring technology to operate.

5. Emergency Medical staff will have knowledge of emergency medical treatment requirements and the resources that need technology to operate.

6. The Fire Chief will have information on what fire resources require technology to function.

7. The Public Works Director will have information on what the City's roads, utilities and other technology needs are in place that could be affected by an attack.

8. The Public Information Officer will be developing communication for use by the City staff, elected officials, the public, the County, and the media at large.

V. DIRECTION AND CONTROL

A. The EOC is the operational area from which emergency response activities are directed, controlled, and coordinated and serves as the local communications center.

B. The mechanics of the EOC operation are contained in the EOC Standard Operating Procedures.

VI. CONTINUITY OF GOVERNMENT

A. Staffing assignments for positions in the EOC will allow for continuous 24-hour operations. Selection and assignment of personnel will be the

responsibility of each Department Head.

B. If the primary EOC is not functional, an alternate EOC will be activated.

VII. ADMINISTRATION AND LOGISTICS

A. Facilities to be used as an EOC are provided by City. This includes furnishings, equipment, and communications necessary for the operations staff. Expendable supplies and displays will be provided through the Emergency Management Office.

B. The mechanics of activating, arranging and internal functioning of the EOC are contained in the EOC SOP.

VIII. PLAN DEVELOPMENT AND MAINTENANCE

A. The EOC SOP will address staffing, activation, internal functions, and administrative and logistical support.

B. Operational plans and procedures will be developed by IT Staff and the Vendor; as well as department heads to support both this plan and the activities of their department personnel in the EOC.

C. Periodic review and amendment of this plan will be identified in the plan by signature and change of the approval date of the plan, using the Record Change Form under Instructions for Use on Page

Appendix A: Sample Emergency Declarations

[Note: The following templates show the language that should be retyped on to Southport's official letterhead before submitting. Grey highlighted language should be changed to accurately describe the current incident.]

Declaration of a State of Emergency Template

WHEREAS, the City of Southport has suffered from a _____ (i.e., flood, earthquake, severe storm, etc.) that occurred on _____ (include date(s) and time); and

WHEREAS (describe impacts, such as extensive damage that was caused to

public and private property, roads, bridges, homes, businesses, utilities, and other public and private facilities, or Brunswick County experienced an active shooter incident that resulted in mass casualties and injuries and constituted an incidence of mass violence); and

WHEREAS emergency response operations continue throughout the City and are severely straining all responding agencies and the emergency operations plan is in effect; and

WHEREAS the cost and magnitude of responding to and recovering from the impact of this event is far more than the City's available resources; and

WHEREAS these conditions do constitute a "State of Emergency," according to local and state statutes.

NOW, THEREFORE, pursuant to the authority vested in me as the Mayor of the City of Southport, I hereby declare and proclaim the following:

Section 1. A State of Emergency is hereby declared in the jurisdiction of Southport, North Carolina.

Section 2. The emergency area covered by this state of emergency shall be the City of Southport (edit if geographical area is different).

Section 3. Insert information about governmental operations (open for regular business, suspend non-essential services, etc.)

Section 4. I hereby order all City of Southport law enforcement officers, emergency response personnel, and all other City employees subject to our control to cooperate in the enforcement and implementation of the provisions of this Declaration, all applicable local ordinances, state and federal laws, and the City of Southport's Emergency Operations Plan, and to take such further action as is necessary to secure the safety and populace of Southport.

Section 5. I hereby order this Declaration: a) to be distributed to the news media and other organizations calculated to bring its contents to the attention of the general public; b) to be filed with the Clerk to the Southport Board of Aldermen; and c) to be distributed to others as necessary to ensure proper implementation of this Declaration.

Section 6. This Declaration shall take effect on (day, month, year) at (times) and shall remain in effect until modified or rescinded.

DECLARED this (day) of (month) (year) at (time).

Mayor, City of Southport

Name,

Insert Southport Seal

ATTEST:

Name
Clerk to the Board

Termination of a State of Emergency Template

WHEREAS, on (day) of (month) (year), at (time), Southport entered a State of Emergency as a result of threats caused by (list threat); and

WHEREAS, I have determined that the conditions constituting a State of Emergency no longer exist in Southport.

NOW THEREFORE, I hereby terminate the above referenced declaration of a State of Emergency and all conditions contained therein, effective as of (time) (day) (month) (year).

Name, Mayor, City of Southport

Insert Southport Seal

ATTEST:

Name, Clerk to the Board of Aldermen

APPENDIX B STAFFING LEVELS OF EMERGENCY OPERATIONS CENTER – CITY OF SOUTHPORT

City of Southport Emergency Operations Plan – Base Plan – Appendix B

Appendix B: Activation Levels of the Emergency Operations Center

Level	Description		Activation Trigger		Response/ Notification	Emergency Operations Center (EOC) Facility Status	EOC Staffing
Level 4: Normal Operations/ Steady State	There is no large-scale emergency or disaster, and the likelihood of such an incident is low.		Always assumed when not activated at an Enhanced Steady State, Partial, or Full level.		Emergency Services coordinates with other departments and agencies; develops and executes plans, trainings, and exercises; and maintains facilities and equipment.	Steady State	None
Level 3: Enhanced Steady State	Monitoring the situation with a goal to increase situational awareness. There is potential for a disaster but no immediate threat to life or property.		A potential threat or incident has grown beyond the capability or capacity of Level 4: Normal Operations/ Steady State or is expected to do so. Automatic triggers include: ▪ Emergency Classification Level (ECL) of "Alert" declared at the Brunswick Nuclear Plant (BNP), ▪ Convective severe weather watch issued, ▪ Large wildfire impacts the City or critical infrastructure, or ▪ Tsunami Watch issued.		Emergency Services on standby, monitoring the situation. Incident Commander and the Management Support Team (MST) are notified of the incident or threat and begin sharing information with • partner agencies. Incident Commander and local officials receive periodic updates.	Standby or Open	Partially staffed by Emergency Services personnel.

Level 2: Partial	Escalation to a non-routine emergency that requires 24/7 monitoring,		A potential threat or incident has grown beyond the capability or capacity of Level 3: Enhanced Steady State activation operations or is expected to do so.		Incident Commander is notified. Emergency Services staff respond to EOC; daily operations may be limited or suspended.	Open Multiple operational periods warranted, likely overnight.	EOC is partially staffed. Limited activation of specific MST
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		Description		Activation Trigger	Response/ Notification	Emergency Operations Center (EOC) Facility Status	EOC Staffing
		coordination, and support. Credible threat, risk, or hazard detected.		Automatic triggers include: - Hurricane Watch issued, - Tsunami Warning or Advisory issued, - Incident(s) require local or limited evacuation (wildfires, HAZMAT, etc.), - Declaration of "Maritime Security Level 3," - Security-related ECL declaration at BNP, or - Cyber-related attack or threat to county systems.	Appropriate department heads and other officials are activated to respond to the EOC. Additional department heads and other officials are notified of conditions and placed on standby.		roles and/or functions. Certain M S T members / organizations are activated to monitor the incident.

Level 1: Full	Multiple ongoing incidents or a large-scale incident is likely to occur or has occurred that overwhelms the City's ability to respond effectively without external assistance.	A potential threat or incident has grown beyond the capability or capacity of Level 2: Partial activation operations or is expected to do so. A widespread threat or disaster significantly impacts the safety of the public. Automatic triggers include: ▪ Hurricane warning issued, or ▪ ECL of "Site Area Emergency" or "General Emergency" declared at BNP.	Incident Commander is notified. Emergency Services staff respond to the EOC. All appropriate department heads and other officials needed for full activation are notified, and they respond to the EOC.	Open Multiple operational periods warranted, likely overnight.	All needed EOC positions from lead and support agencies are activated and staffed. External County state, federal, and supplementary agencies are engaged in response operations or may be requested in the EOC.
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APPENDIX E

CITY OF SOUTHPORT – STANDARD OPERATING PROCEDURES FOR THE EMERGENCY OPERATIONS CENTER (EOC)

A. Introduction

1. These procedures are supplemental to the City of Southport's Emergency Operations Plan.

2. The City's Emergency Operations Center (EOC) City of Southport, located at the Howe Street Firehouse, serves as a location where multiple sources and departments coordinate emergency response and recovery activities for the City in support of on-scene operations. The alternate EOC will be located at the most readily available Fire Station if the main EOC location cannot be used and will be determined by the Incident Commander.

3. The City's Incident Commander is responsible for maintaining the EOC in a state of readiness and providing for its continued operation during an emergency.

B. Readiness

The City's Incident Commander maintains at the EOC:

1. A current alert notification roster of all government, private sector, and volunteer emergency support services personnel needed for the EOC.

2. A current chart and/or checklist of response activities required during emergencies.

3. Current maps and data, including a City map depicting municipal boundaries; main roads and waterways; individual maps of each town and city in the County depicting public roads, and special facility data for each municipality.

4. Current copies of the City Departments and agencies emergency response plan/procedures.

5. A situation display board for recording and reporting during the progress of an emergency.

6. A "daily activities" log.

7. A current resource inventory.

8. EOC space is to be always maintained in an emergency operations mode by the City's Incident Commander. During non-emergency periods, the EOC can be used for meetings training and conferences.

C. Activation

1. Each emergency in the City should be classified into one of four Response Levels according to the scope and magnitude of the situation (see Appendix B for more detail):

- Response Level 4: Non-emergency situation, facility readiness status maintained through planning sessions, training, drills, and exercises.
- Response Level 3: Controlled emergency without serious threat to life, health, or property which requires no assistance beyond initial first responders. Monitoring the situation with a goal to increase situational awareness.
- Response Level 2: Limited emergency with some threat to life, health, or property, but confined to a limited area but requires 24/7 monitoring. Credible threat, risk, or hazard detected.
- Response Level 1: Full emergency situation with major threats to life, health, or property involving a large population area and/or multiple municipalities or County-wide.

2. Initial notification of an emergency is usually received at the County Communications Center where the information is recorded.

3. Upon initial notification of an emergency (or potential emergency), the Incident Commander will immediately, based on all available information, assign a Response Level for the purposes of activating the appropriate City personnel as outlined in Appendix B.

4. For every emergency, the Response Level can shift from one level to another as the event escalates or de-escalates. EOC staffing should also change accordingly.

5. For Response Level 4, no activation of the EOC is required beyond the normal staffing during working hours. During off-hours, the Incident Commander can operate from wherever they are located.

6. For Response Level 3 and Level 2, the EOC staffing will report to the EOC as required by the Incident Commander.

7. For Response Level 1, the full City EOC staffing will report to the EOC. The Incident Commander has a list from each Department as to who is required in the EOC.

8. Field operations required for emergency response will be controlled by the Incident Commander.

D. Staffing

1. The levels of staffing will vary according to the Response Level and the actual demands of the situation.

2. For a Level 1, Full Activation, with full EOC staffing. Staff will be organized into the following groups: Situation Awareness Section, Resource Support Section, Planning Support Section, and Facility Support Section.

3. For a Level 1 Activation, 24-hour continuous-day EOC operations will likely be necessary until the situation de-escalates.

4. Each Department/Agency assigned to the EOC will be prepared to maintain continuous operations using two shifts.

5. Upon the initiation of the shifts by the Incident Commander, each Department will update its shift roster and give it to the Incident Commander.

6. For lesser emergencies, where is no need for a major City response, the formal use of the EOC may be limited. In these situations, the Incident Commander under the authority of the Mayor and Board of Aldermen, will normally be responsible for all functions and may utilize staffing groups as needed. (see #2 above).

E. Situational Reporting

The Situation Assessment Section is responsible for developing facts to give to the Incident Commander as to the size and complexity of the situation.

1. The Public Information Officer will develop a Communications Plan specific to the situation and who should be notified of the situation

2. IT should be developing a plan to deal with any cybersecurity issues that may arise due to the emergency

3. Develop a plan to communicate to the public details of the incident and how to reach as many people as possible with the facts and next steps, as quickly as possible.

The Planning Support Section is responsible for preparation of the Incident Action Plan and emergency reporting and will:

1. Provide a uniform reporting format for all situations to ensure that the information reported is precise, concise, clear and uniform.
2. After the occurrence of an emergency, ensure that the information on the emergency is collected and reported to the Incident Commander as soon as possible.
3. Receive copies of all messages and/or situation reports from the Incident Commander.
4. Periodically request situation reports from each Department represented by the EOC.
5. Select for posting, in chronological order, the crucial situation reports and damage assessment information.
6. In preparation of the Incident Action Plan, analyze the situation reports and prepare an overall situation report which will contain the following information:
 - Date and time of emergency/disaster
 - Type of a response level and general location of the disaster
 - Specific areas affected, including number of people
 - Number of estimated injured
 - Number of estimated deaths
 - Extent of damage
 - Damage or loss of municipal response equipment
 - Roads closed
 - States of emergency declared
 - Mutual aid called upon
 - Major actions taken
7. Provide the report to the Incident Commander and City Manager who reports to the Mayor and Board of Aldermen and the Brunswick County Office of Emergency Management.
8. Based upon the report, conduct regular briefings to the Situation Awareness Section, Resource Specialist Section and Facility Support Section to aid them with their planning and response.
9. Maintain an event log to include all pertinent disaster-related information.
10. Prepare and through the Incident Commander, provide follow-up situation reports on a regularly scheduled basis to the Mayor and Board of Aldermen and the County EOC.
11. Develop a community recovery and mitigation plan to include damage assessment reports, after action items needed to get the City back to normal, and volunteers and donations needed for those in need.

The Resource Support Section will keep the Incident Commander appraised of all public safety aspects of the emergency to include firefighting, EMS, Security, Police, Public Works, Transportation, Evacuation and an up-to-date list of resources needed for each relevant Department.

1. Have a list available of all equipment and personnel resources available to the City, both private and public, that can assist the City when there is an emergency.
2. Develop a plan to have a backup list of equipment and personnel in case the City needs backup for one or both. Make sure there is a list of private vendors, contractors, and County/Mutual Aid resources available to be on call to meet the City's requirements in case of limited resources by the City.
3. Have on hand all mutual aid agreements with other municipalities and the County.

The Facility Support Section will oversee documentation, purchasing, IT support and financial needs for the emergency making sure all Departments are aware of the documentation required to receive reimbursement from County, State and Federal agencies.

1. Ahead of the emergency, the Finance Director should develop a written document along with a training program to make sure all relevant City staff are aware of the documentation needed in order to receive funding reimbursements from outside government resources.
2. The City Clerk will make sure all City records are secure when an emergency is ongoing to include financial records.
3. The Finance Director will make sure all Department Heads and their staff are aware of purchasing requirements during an emergency and the steps necessary to bypass these requirements in a real emergency. This plan should include how to contract with private vendors if they are needed for emergency remediation.

E. Security

1. Internal security at the EOC will be provided by the Southport Police Department.
2. All persons entering and exiting the EOC will be required to check in and out with the Incident Commander or his/her designee.
Those in the EOC should have received NIMS training and be certified in NIMS.