



**CITY OF SOUTHPORT
BOARD OF ALDERMEN
REGULAR MEETING AGENDA**
223 E. BAY STREET
November 3, 2025
10:00 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. Sidewalk Repair Contract (Pgs.3-8)
 - 2. Indian Trail Meeting Hall Structural Repairs Contract (Pgs.9-20)
 - 3. Community Building Deck Replacement Contract (Pgs.21-28)
 - 4. Bonnetts Creek Flood Reduction HMGP Grant Application Designation of Authorized Agent Resolution (Pgs.29-31)
 - 5. Fire Department ISO Inspection Resolution (Pgs.32-33)
- G. Agenda**
 - 1. Shoreline Stabilization Project Task Order #6 (City Engineer Bob Jarvis, Pgs.34-41)
 - 2. Discussion of Proposed Unified Development Ordinance Text Amendments (Planning Services Director Maureen Meehan, Pgs.42-67)
 - 3. Public Comment Policy (Aldermen Carroll, Pgs.68-71)
- H. Manager's Report**
- I. Mayor's Comments**

J. Board Comments

K. Closed Session

1. Motion to go into closed session pursuant to NCGS 143-318.11. (3)To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. (6)To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee.

L. Adjourn



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: 11/03/25

DEPARTMENT: Public Works

PRESENTED BY: Tom Stanley- Public Works Director

ITEM SPONSORED BY: Public Works

ITEM/TOPIC: Sidewalk Repair/Replace Project

COST: \$115,000

BUDGET LINE ITEM: 23-23-7300-9200

JUSTIFICATION: Many of the city's sidewalks are deteriorated or broken, creating potential safety hazards and increasing the risk of injuries to pedestrians. This project represents the second consecutive year of major sidewalk repairs aimed at improving pedestrian safety and maintaining the city's infrastructure.

IMPACT IF NOT APPROVED: If the sidewalk conditions are not improved, deterioration will continue, increasing the likelihood of accidents and injuries to pedestrians. Continued neglect could also lead to higher future repair costs and potential liability for the city.

DEPARTMENT HEAD COMMENTS: I strongly recommend approval of this project to repair and improve the city's sidewalks. Enhancing sidewalk infrastructure will significantly increase pedestrian safety, reduce the risk of injuries, and help maintain the city's overall infrastructure. Investing in these repairs now will prevent more extensive deterioration and higher costs in the future.

CITY MANAGER COMMENTS: I recommend approval of the contract with Rodney Fullwood Concrete, Inc. to update and repair various City sidewalks. This is an important improvement of essential City infrastructure that residents and visitors use. The funds for this project were approved as part of the adopted FY26 budget.

ATTACHMENTS: Project limit map and description; sidewalk contract

REQUESTED ACTION: Staff recommends the Board approve the sidewalk repair and improvement project to enhance pedestrian safety and maintain city infrastructure.

PROPOSED MOTION: I move that the Board approve the sidewalk replacement project with Rodney Fullwood Concrete, Inc. at a total cost not to exceed \$115,000 and authorize the execution of all necessary agreements and take any additional actions required to implement the project.

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS CONTRACT, made and entered into this ____ day of November 2025, by and between Rodney Fullwood Concrete, Inc. a North Carolina corporation of the County of Brunswick, State of North Carolina, Party of the First Part (hereinafter sometimes referred to as "Contractor"); and the **CITY OF SOUTHPORT**, a duly chartered municipal corporation and body corporate and politic of the County of Brunswick, State of North Carolina, Party of the Second Part (hereinafter sometimes referred to as "the City");

W I T N E S S E T H:

THAT WHEREAS, the Contractor is engaged in the business of **concrete construction**, as an independent contractor; and

WHEREAS, the City has the need for the services of Contractor to replace/repair broken sections of sidewalk in various areas of the city; and

WHEREAS, it has been determined by the City of Southport that it would be in the best interest of the City and its citizens and residents to enter into this agreement with the Contractor for the purpose of engaging its' services to remove and haul off broken sidewalk, form new sidewalk, pour and finish, form and pour expansion joint.

NOW, THEREFORE, for and in consideration of the charges, and the terms, covenants, promises and conditions hereinafter set forth, the City engages the services of the Contractor for the purpose Contractor to replace/repair broken sections of sidewalk in various areas of the city as set forth on **Exhibit "A"** attached hereto.

The terms, covenants, promises and conditions of this agreement and contract are as follows:

Contractor agrees to provide all services as set forth and described in Exhibit A attached hereto and incorporated herein by reference.

For these services outlined above, the City of Southport shall compensate Contractor in accordance with the schedule and terms at \$8.75 per square foot, not to exceed one hundred fifteen thousand dollars (\$115,000.00).

Contractor agrees that it will furnish all the necessary labor, equipment, materials and apparatuses to provide for these services in a good and workmanlike manner free from defects in workmanship or materials.

It is understood and agreed that the Contractor shall be responsible for all worker's compensation and other types of insurance necessary to protect it and its' employees and the City and its' employees and officials from any liability whatsoever and the Contractor will provide the City with a copy of each Policy. Contractor shall pay all taxes and other expenses required in its/his/her business, and it is clearly understood and agreed that the Contractor is an independent contractor operating strictly on its' own and will not be considered as an employee of the City of Southport.

The Contractor shall indemnify and hold the City, its agents, officials and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or

relating to the work to be performed by Contractor hereunder, resulting from the negligence of or the willful act or omission of Contractor or his employees

It is necessary and required by the City that this contract is performed by the contractor in a timely, efficient and effective manner; and in the event the Contractor should fail to so perform said contract or fail to make progress satisfactory to City, then, and in such event, the Contractor agrees that the City of Southport shall have full and complete authority to terminate this contract, summarily, and to engage another contractor to carry out the performance of these functions. *In addition, the City reserves the right to terminate this contract upon ten (10) days written notice to contractor, solely at the election of the City.*

The contractor will perform all work in compliance with state and local law, including OSHA Safety and other governmental guidelines.

The contractor will provide all safety equipment to perform duties such as traffic control and personal protective equipment.

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

This contract is subject to the additional terms and provisions set forth on **Exhibit “B”** attached hereto which Contractor and City acknowledge and confirm are part of this Contract and are incorporated herein.

IN WITNESS WHEREOF, the City of Southport has caused this contract to be executed by the Mayor of the City of Southport and has caused its municipal seal to be here on impressed, all by authority of the Board of Aldermen duly given; and Rodney Fullwood Concrete, Inc. has hereunto executed this contract, all on the day and year first above written.

Rodney Fullwood Concrete, Inc.

_____ Date: _____

Title: _____

_____ County, North Carolina

I, _____, a Notary Public in and for the state and county aforesaid, do hereby certify that _____, as president of Rodney Fullwood Concrete, Inc, personally appeared before me this day and acknowledged the due execution of the foregoing document in the capacity indicated.

Witness my hand and official seal this the _____ day of _____, 2025

Notary Public

My commission expires: _____

CITY OF SOUTHPORT

Date: _____

City Manager, City of Southport

Brunswick County, North Carolina

I, _____, a Notary Public in and for the state and county aforesaid, do hereby certify that Noah Saldo, as the City Manager of the City of Southport, personally appeared before me this day and acknowledged the due execution of the foregoing document in the capacity indicated.

Witness my hand and official seal this the _____ day of _____, 2025.

Notary Public

My commission expires: February 21, 2029 _____

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

Joey Kronenwetter, Finance Officer

ARBO C



EXHIBIT “B”

2025 Sidewalk Repair and Replacement Location List

Locations listed below are at or near and are listed in linear ft:

- 100 Block W. West St. to Lord St. (full block)
- 206 W. West St. (60')
- 216 W. West St. (51')
- 422 W. West St. (64')
- 418-414 W. West St. (96')
- 406 W. West St. (60')
- 110 W. St. George St. (41')
- 113 W. St. George St. (42')
- 116 W. St. George St. (110')
- St. George & Burrington Int. (56')
- St. George & Lord St. (56')
- 412 N. Lord St. (25')
- W. Owens between Caswell & Clarendon (280')
- 912 Caswell (16')
- 828 N. Caswell (50')
- 114 S. Howe St. (12')
- Southport Market, S. Howe side (17')
- 109 N. Howe St. (18')
- 111 N. Howe St. (8')
- 201 N. Howe St. (18')
- 307. N. Howe St. (25')
- 303 N. Howe St. (42')
- 216 N. Atlantic Ave. (111')
- E. Nash From Atlantic to Rhett (326')
- 316 N. Atlantic Ave. (290 Ft. w/ADA access)
- Other areas as directed not to exceed contract limitations



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: 11/03/25

DEPARTMENT: Public Works

PRESENTED BY: Tom Stanley- Public Works Director

ITEM SPONSORED BY: Public Works

ITEM/TOPIC: Indian Trail Meeting Hall Structural Repairs

COST: NTE \$200,000

BUDGET LINE ITEM: 23-23-7300-9400

JUSTIFICATION: The Indian Trail Meeting Hall requires immediate structural repairs to address critical safety and preservation concerns. The rotting foundation is compromising the overall stability of the building, putting both the structure and its occupants at a potential risk. The sinking front porch column poses a hazard by creating uneven support, which could lead to further structural failure. Additionally, the failing rear door brick lintel threatens the integrity of the masonry, allowing further deterioration and potential collapse if left unaddressed. Timely repairs are essential to ensure the safety, usability, and long-term preservation of this important community asset.

IMPACT IF NOT APPROVED: If the necessary repairs to the Indian Trail Meeting Hall are not made and the contract is not approved, the building's condition is likely to deteriorate further, resulting in serious safety hazards. The rotting foundation could lead to structural instability or partial collapse, the sinking front porch column could fail entirely, and the rear door brick lintel could give way, causing damage to the masonry and entryway. Continued neglect may also accelerate decay, increasing repair costs in the future and potentially making the building unusable. Additionally, the community value of the meeting hall would be at risk, as prolonged exposure to structural failures could result in irreversible damage to this important asset.

DEPARTMENT HEAD COMMENTS: Approval of this project is essential to safeguard the structural integrity of the Indian Trail Meeting Hall and ensure the safety of all building users. The rotting foundation, sinking front porch column, and failing rear door brick lintel pose serious hazards that, if left unaddressed, could lead to significant structural damage, increased repair costs, and potential injury. Beyond safety concerns, the meeting hall is a community asset, and timely repairs are critical to preserving its long-term use and value. Investing in these repairs now represents a proactive approach that prevents further deterioration, protects public safety, and maintains this important asset for future use and longevity.

CITY MANAGER COMMENTS: I recommend approval of the contract with Millennium Contractor's Inc. for the necessary repairs to Indian Trail. These repairs must be made to ensure the continued safe use of this important City facility. The funds for these repairs have been budgeted as part of the FY26 adopted budget.

ATTACHMENTS: Recommendation of award letter; ITMH Contract

REQUESTED ACTION: It is requested that the Board of Aldermen approve and authorize the award of the construction contract for the Indian Trail Meeting Hall repairs to Millennium Contractor's Inc. This action will allow the contractor to proceed with the necessary structural repairs, including stabilization of the rotting foundation, replacement of the sinking front porch column, and repair of the failing rear door brick lintel, ensuring the safety, preservation, and continued use of this building.

PROPOSED MOTION: I move that the Board of Alderman approve and award the construction contract for the Indian Trail Meeting Hall repairs to Millennium Contractor's Inc., under the terms and conditions as set forth in the contract, with oversight provided by Ardurra Group and the Public Works Department. This contract includes all necessary structural repairs to address the rotting foundation, sinking front porch column, and failing rear door brick lintel, ensuring the safety, preservation, and continued use of this community asset.

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

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**FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Southport (“Owner”) and
Millennium
Contractors, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – Base Bid Scope of work generally consists of the removal and replacement of the perimeter timber girders of the first floor and the resetting of a front porch column of the Indian Trail Town Meeting Hall. In addition, the floor framing is being reinforced to allow for an assembly loading of 100 psf and the rear double door opening is being bricked in to reduce it to a single door opening.

ARTICLE 3 – THE PROJECT

3.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

CITY OF SOUTHPORT

INDIAN TRAIL MEETING HALL – STRUCTURAL RENOVATIONS

SOUTHPORT, NC

ARTICLE 4 – ENGINEER

4.01 The Project has been designed by **Ardurra Group North Carolina** (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 5 – CONTRACT TIMES

5.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

5.02 *Dates for Substantial Completion and Final Payment*

- A. The Work will be substantially completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before a date to be determined.

4.02 *Liquidated Damages – \$350 / day*

- 4.03 Contract Duration: One Hundred (100) consecutive calendar days from the beginning of real work at the site. Real work shall commence at the Indian Trail Meeting Hall on January 5, 2026 with an end date of April 15, 2026. Purchasing of materials for the project may commence after the effective date of the contract.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work other than Unit Price Work, a lump sum of:

\$181,425 - One Hundred, Eighty-One Thousand, Four Hundred and Twenty-Five (dollars)

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as shown in the Proposal.

- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 95 percent of Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained

from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Proposal and Unit Prices
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Allowances
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings
 - 8. Addenda (numbers 1 to 3, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.

- b. Documentation submitted by Contractor prior to Notice of Award.
- 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be

reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:



September 18, 2025

Mr. Tom Stanley
City of Southport
Southport, NC

Re: Recommendation of Bid Award
Indian Trail Meeting Hall – Structural Renovations
City of Southport

Dear Mr. Stanley:

Enclosed for your review and approval is a copy of the certified tabulation of bids for all bidders as well as their informal proposals and insurance information, which were received on August 28, 2025. We have thoroughly evaluated the bid by the apparent low bidder, Millenium Contractors, Inc. and have determined them to be responsive and responsible and that the contract price is considered fair and reasonable.

Ardurra Group North Carolina hereby recommends that the City of Southport award the contract to Millenium Contractors Inc. in the base bid amount of **\$181,425**.

If you have any questions, please call me at (910) 397-2929

Cordially,

Ardurra Group North Carolina

DocuSigned by:
Mark Weiss
F8154E6DD835445...

Mark F. Weiss, PE
Structural Group Leader



MFW/mfw/ 2024-1920-00



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: 11/3/25

DEPARTMENT: Public Works

PRESENTED BY: Tom Stanley- Public Works Director

ITEM SPONSORED BY: Public Works

ITEM/TOPIC: Community Building Deck Replacement

COST: \$55,000.00

BUDGET LINE ITEM: 23-23-7300-9500

JUSTIFICATION: The deck at the Community Building has become a safety concern due to age-related deterioration and structural wear. This facility regularly hosts weddings, community gatherings, and other large events, making it a hub for social and economic activity in our town. Replacing the deck will ensure the safety of patrons, preserving the building's reputation as a premier event location. Investing in a new, durable deck will protect both the community and the city's long-term interests while maintaining an important public asset for future use.

IMPACT IF NOT APPROVED: If the deck replacement is not approved, the Community Building may eventually face restricted use or potential closure of the outdoor area due to safety concerns. This would negatively impact the facility's ability to host weddings, community events, and private functions, resulting in a loss of rental revenue and community engagement opportunities. Additionally, the risk of injury or structural failure could expose the town to liability issues and higher long-term repair costs. Delaying action would likely increase both the financial and safety risks associated with the deteriorating structure.

DEPARTMENT HEAD COMMENTS: I strongly urge the Board to approve the replacement of the Community Building deck this year. This is the third consecutive year staff has submitted this request, and the condition of the deck has continued to deteriorate. The Community Building is one of our most frequently used public facilities, hosting weddings, community events, and private gatherings throughout the year. Delaying this project any further puts patrons at risk and jeopardizes the continued use of this important community asset.

CITY MANAGER COMMENTS: I recommend the Board approve the contract with Millennium Contractors, Inc who is the lowest responsible bidder as required to replace the Community Building deck. The funds for this deck replacement have already been approved as part of the FY26 budget. The new deck will ensure that this iconic City building asset is maintained.

ATTACHMENTS: Community Building Deck Contract; Approval letter from SHPO.

REQUESTED ACTION: Staff recommends that the Board of Aldermen approve the contract for the replacement of the Community Building deck. This project will address existing safety concerns, ensure continued use of the facility for public and private events, and protect the town's long-term investment in this important community asset.

PROPOSED MOTION: I move that the Board of Aldermen approve the contract with Millennium Contractors, Inc. for the replacement of the Community Building deck, in an amount not to exceed \$55,000.00, as recommended by staff, and authorize the execution all necessary documents to proceed with the project.

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS CONTRACT, made and entered into this ____ day of **November** 2025, by and between Millennium Contractors, Inc. a North Carolina corporation of the County of Brunswick, State of North Carolina, Party of the First Part (hereinafter sometimes referred to as "Contractor"); and the **CITY OF SOUTHPORT**, a duly chartered municipal corporation and body corporate and politic of the County of Brunswick, State of North Carolina, Party of the Second Part (hereinafter sometimes referred to as "the City");

W I T N E S S E T H:

THAT WHEREAS, the Contractor is engaged in the business of General Contractor, as an independent contractor; and

WHEREAS, the City has the need for the services of Contractor to remove/replace the ground level deck at the Southport Community Building located at 223 E. Bay St; and

WHEREAS, it has been determined by the City of Southport that it would be in the best interest of the City and its citizens and residents to enter into this agreement with the Contractor for the purpose of engaging its' services to remove existing deck and replace it with new deck structure and decking.

NOW, THEREFORE, for and in consideration of the charges, and the terms, covenants, promises and conditions hereinafter set forth, the City engages the services of the Contractor for the purpose of remove/replace the ground level deck at the Southport Community Building located at 223 E. Bay St. Contractor to city as set forth on **Exhibit "A"** attached hereto.

The terms, covenants, promises and conditions of this agreement and contract are as follows:

Contractor agrees to provide all services as set forth and described on Exhibit A attached hereto and incorporated herein by reference.

For these services outlined above, the City of Southport shall compensate Contractor in accordance with the schedule and terms fifty-five thousand (\$55,000.00).

Contractor agrees that it will furnish all the necessary labor, equipment, materials and apparatuses to provide for these services in a good and workmanlike manner free from defects in workmanship or materials.

It is understood and agreed that the Contractor shall be responsible for all worker's compensation and other types of insurance necessary to protect it and its' employees and the City and its' employees and officials from any liability whatsoever and the Contractor will provide the City with a copy of each Policy. Contractor shall pay all taxes and other expenses required in its/his/her business, and it is clearly understood and agreed that the Contractor is an independent contractor operating strictly on its' own and will not be considered as an employee of the City of Southport.

The Contractor shall indemnify and hold the City, its agents, officials and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Contractor hereunder, resulting from the negligence of or the willful act or omission of Contractor or his employees

It is necessary and required by the City that this contract is performed by the contractor in a timely, efficient and effective manner; and in the event the Contractor should fail to so perform said contract or fail to make progress satisfactory to City, then, and in such event, the Contractor agrees that the City of Southport shall have full and complete authority to terminate this contract, summarily, and to engage another contractor to carry out the performance of these functions. *In addition, the City reserves the right to terminate this contract upon ten (10) days written notice to contractor, solely at the election of the City.*

The contractor will perform all work in compliance with state and local law, including OSHA Safety and other governmental guidelines.

The contractor will provide all safety equipment to perform duties such as keeping passersby from entering work zones and personal protective equipment.

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

This contract is subject to the additional terms and provisions set forth on **Exhibit "B"** attached hereto which Contractor and City acknowledge and confirm are part of this Contract and are incorporated herein.

IN WITNESS WHEREOF, the City of Southport has caused this contract to be executed by the Mayor of the City of Southport and has caused its municipal seal to be here on impressed, all by authority of the Board of Aldermen duly given; and Millennium Contractors, Inc. has hereunto executed this contract, all on the day and year first above written.

Millennium Contractors, Inc.

_____ Date: _____

Title: _____

_____ County, North Carolina

I, _____, a Notary Public in and for the state and county aforesaid, do hereby certify that _____, as president of Millennium Contractors, Inc, personally appeared before me this day and acknowledged the due execution of the foregoing document in the capacity indicated.

Witness my hand and official seal this the _____ day of _____, 2025

Notary Public

My commission expires: _____

CITY OF SOUTHPORT

Date: _____

City Manager, City of Southport

Brunswick County, North Carolina

I, _____, a Notary Public in and for the state and county aforesaid, do hereby certify that Noah Saldo, as the City Manager of the City of Southport, personally appeared before me this day and acknowledged the due execution of the foregoing document in the capacity indicated.

Witness my hand and official seal this the _____ day of _____, 2024.

Notary Public

My commission expires: February 21, 2029 _____

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

Joey Kronenwetter, Finance Officer

Project Title: Deck Removal and Replacement

Project Location: Community Building 223 E. Bay St.

Project Overview:

The City of Southport is seeking proposals from qualified contractors for the removal and replacement of an existing wood-framed deck on grade. The project includes demolition, site preparation, and construction of a new ground contact pressure-treated wood deck to meet 100PSF load rating, including all associated services necessary for a complete and safe installation. Construction must meet 2018 NC Building Code standards. This project **shall** begin no sooner than December 8th, 2025, and **must** be completed by January 31st, 2026.

Scope of Work:

- **Demolition and Disposal:**

Remove and properly dispose of the existing wood-framed deck (approximately 62' x 40'), Platform to handicap ramp (approximately 5' x 5'), Single step tread to overlook (approximately 1' x 87').

- **Site Preparation:**

Perform general site leveling to prepare for replacement at the same elevation. Excavate minimally as needed to remove organic material to provide adequate clearance between subgrade and new deck framing.

- **Construction:**

Furnish and install 4"x 6" ground contact-grade pressure-treated lumber for framing @ 16" OC. If necessary for support, install CMU on grade; contractor must furnish. Furnish and install 2" x 6" ground contact pressure-treated decking. All fasteners used must be at minimum 316 stainless steel.

****Provide alternate pricing for 2" x 6" kiln dried pressure treated decking.***

Contractor is responsible for obtaining proper building permits (no charge from city).

- **Site Services and Safety:**

Provide service for debris removal. All scrap materials are to be picked up, and job site cleaned daily. Implement all required temporary safety measures for employees and passersby for the duration of the project.

Addendum 1 for Community Building Deck Replacement – Liquidated Damages

This Addendum ("Addendum 1") is incorporated into and made part of the RFP and agreement between the city of Southport and contractor concerning the **community building deck replacement** project.

1. Liquidated Damages

The contractor agrees that any portion of the work not **fully completed by February 1, 2026**, shall incur **liquidated damages of \$250 per day** until completion. This amount represents a reasonable estimate of potential loss of income and use of the community building due to delays.

2. Partial Completion

Partial completion of the deck does **not reduce** the liquidated damages. The \$250 per day applies until the deck is fully complete and ready for use.

3. Excusable Delays

The liquidated damages shall **not apply** to delays caused by events beyond the contractor's reasonable control, including but not limited to acts of God, or severe weather.

4. Effect on Original Agreement

All other terms and conditions of the original RFP remain unchanged and in full force and effect.

5. Acknowledgment

By signing below, contractor acknowledges that this Addendum will be part of the contract and binding upon execution of the agreement.

Contractor/Company Millennium Contractors, Inc.

 William Clark
Signature

CEO
Title

October 22, 2025
Date



**North Carolina Department of Natural and Cultural Resources
State Historic Preservation Office**

Ramona M. Bartos, Administrator

Governor Josh Stein
Secretary Pamela B. Cashwell

Office of Archives and History
Deputy Secretary Darin J. Waters, Ph.D.

October 8, 2025

Tom Stanley
City of Southport
1029 North Howe Street
Southport, NC 28461

tstanley@cityofsouthport.com

Re: Replace deck, Southport community building, 223 East Bay Street, Southport, Brunswick County,
GS 25-2464

Dear Mr. Stanley:

Thank you for your email of August 27, 2025, regarding the above-referenced undertaking. We have reviewed the submission and offer the following comments.

We have conducted a review of the project and are aware of no historic resources which would be affected by the project. Therefore, we are not requiring any archaeological or architectural survey and have no comment on the project as proposed.

These comments are made in accord with G.S. 121-12(a) and Executive Order XVI. If you have questions regarding them, please contact Renee Gledhill-Earley, environmental review coordinator, at 919-814-6579 or environmental.review@dnrc.nc.gov. In all future communication concerning this project, please cite the above-referenced tracking number.

Sincerely,

for Ramona Bartos, Deputy
State Historic Preservation Officer



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: 11/3/2025

DEPARTMENT: Public Services

PRESENTED BY: Tom Zilinek, City Engineer

ITEM SPONSORED BY: Public Services Department

ITEM/TOPIC: Bonnetts Creek Flood Reduction HMGP Grant Application

JUSTIFICATION: The City submitted a Letter of Interest (LOI) to the NC Department of Public Safety for a Hazard Mitigation Grant (HMGP) for the Bonnetts Creek Flood Reduction project. For the LOI to move to the next step (an Application) the Board needs to authorize the City Manager and City Engineer to execute and file applications on their behalf.

IMPACT IF NOT APPROVED: The City will not be able to file the formal Grant Application for the Bonnetts Creek Flood Reduction project and will lose out on potential funding

DEPARTMENT HEAD COMMENTS: By designating the City Manager and City Engineer to file the HMGP grant application for the Bonnetts Creek Flood Reduction project the City will be able to apply for \$5 million plus dollars in funding for the project.

CITY MANAGER COMMENTS: With the approval of this resolution, it is the next step in the required process to apply for and hopefully receive grant funds to continue our needed stormwater projects.

ATTACHMENTS: Resolution for Designation of Applicant's Agent

REQUESTED ACTION: Approval of Resolution for Designation of Applicant's Agent

PROPOSED MOTION: Motion to designate the City Manager and City Engineer as the City's Agents for the Bonnetts Creek Flood Reduction HMGP grant

**RESOLUTION
DESIGNATION OF APPLICANT'S AGENT
North Carolina Division of Emergency Management**

Organization Name (hereafter named Organization) City of Southport Disaster Number DR-4827

Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate): N/A

Applicant's Fiscal Year (FY) Start: 2025 Month: July Day: 01

Applicant's Federal Employer's Identification Number: 56 - 6001338

Applicant's Federal Information Processing Standards (FIPS) Number: 37019

PRIMARY AGENT

Agent's Name Noah Saldo
Organization City of Southport
Official Position City Manager
Mailing Address 1029 N. Howe Street
City, State, Zip Southport, NC 28461
Daytime Telephone (910)457-7900 ext 1011
Facsimile Number
Pager or Cellular Number

SECONDARY AGENT

Agent's Name Thomas Zilinek
Organization City of Southport
Official Position City Engineer
Mailing Address 1029 N. Howe Street
City, State, Zip Southport, NC 28461
Daytime Telephone (910)457-7900 ext 1021
Facsimile Number (910)457-7101
Pager or Cellular Number

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and **the assurances printed on the reverse side hereof.** BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally.

PASSED AND APPROVED this day of , 20

GOVERNING BODY

Name and Title
Name and Title
Name and Title

CERTIFYING OFFICIAL

Name
Official Position
Daytime Telephone

CERTIFICATION

I , (name) duly appointed and (title) of the Governing Body,
do hereby certify that the above is true and correct copy of a resolution passes and approved by the Governing Body of
(organization) on the day of , 20

Date: Signature:

APPLICANT ASSURANCES

The applicant hereby assures and certifies that it will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his/her knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: 11-3-2025

DEPARTMENT: Fire

ITEM SPONSORED BY: Fire Chief Charles Drew

ITEM/TOPIC: Fire Department ISO Inspection Required City Resolution

DEPARTMENT HEAD COMMENTS: The included resolution stating the fire department is a municipal department is to satisfy a NC Office of the State Fire Marshal and NC Department of Insurance requirement for the upcoming Insurance Service Office (ISO) inspection. The fire department is required to have this inspection every five years; the last inspection was done in August of 2020. This inspection will occur on Monday, November 10, 2025.

CITY MANAGER COMMENTS: I recommend approval of the attached required resolution.

ATTACHMENTS: Resolution

REQUESTED ACTION: Approve attached Resolution



CITY OF SOUTHPORT, NORTH CAROLINA

RESOLUTION NO. 2025-1103.01

VERIFICATION FROM MUNICIPALITY

WHEREAS, The SOUTHPORT FIRE DEPARTMENT serves as an Agency of the City; and

WHEREAS, The SOUTHPORT FIRE DEPARTMENT of the CITY OF SOUTHPORT has requested confirmation of this agency relationship; and

WHEREAS, This Agency's relationship is long standing since its formation in 1893 and is hereby acknowledged.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SOUTHPORT, NORTH CAROLINA:

1. That the CITY OF SOUTHPORT does hereby confirm this Agency's relationship and does verify by this resolution that the SOUTHPORT FIRE DEPARTMENT is a MUNICIPAL FIRE DEPARTMENT.

Adopted this 3rd day of November 2025, by the Board of Aldermen of the City of Southport, North Carolina.

Rich Alt

Mayor

ATTEST:

Tori Deviny

City Clerk

DATE: November 3, 2025

DEPARTMENT: Engineering

PRESENTED BY: Bob Jarvis – City Engineer

ITEM/TOPIC: Shoreline Stabilization – Foth/Olsen Associates’ Task Order 06

COST: \$74,800

BUDGET LINE ITEM: 60-60-8111-5800

JUSTIFICATION: The Southport/Cape Fear River shorefront beach is experiencing ongoing erosion due to the long-term effects of storm-related wind waves, waves generated from commercial boat and ship traffic, and the ongoing increase in average water level. The factors contributing to the erosion are expected to increase in the future, particularly the size and frequency of the commercial ships that use the Wilmington Harbor Federal Navigation Channel. The upcoming Wilmington Harbor Channel project is also expected to have an impact on the magnitude of the erosion of the Southport shoreline.

The City’s engineering consultant, Foth/Olsen Associates has prepared topographic and cultural resource surveys, assisted with easement acquisition, prepared and submitted permit applications and advanced designs to support permitting and easement efforts. The required easements for the first and second phases of the work have been obtained. Permit applications for the work have been submitted and are currently being reviewed by CAMA and other state and federal agencies. Foth/Olsen is now preparing final design and bidding documents for Phase 1 of the project, revetment installation from Atlantic Avenue to the vicinity of the Riverside Motel.

Foth/Olsen Associates recently submitted Task Order 06 (attached) for the next phase of their work on the project. This phase will include final design and preparation of contract documents for improvements to the coastal infrastructure within the project area shown on the accompanying Agreement as Phase 2. The proposed work will also include providing bid services for the project. Foth/Olsen will perform an updated topographic survey to ensure that current conditions are depicted accurately on the design plans.

Going forward, we anticipate receiving permit approvals early Spring of 2026. Bidding will begin immediately following receipt of the permits, in Spring 2026. Following Contract award in early summer 2026, construction is expected to proceed immediately thereafter.

Funding for the project was provided through a \$5M grant from the State Emergency Response and Disaster Relief Fund (SERDRF). The SERDRF grant will expire on June 30, 2026.

IMPACT IF NOT APPROVED: The second phase of the shoreline protection project will come to a halt if we do not proceed with continued design and bidding efforts. The shoreline within the project area will continue to erode and impact adjacent properties and city infrastructure.

DEPARTMENT HEAD COMMENTS: It is recommended that the City enter into the next phase of Foth/Olsen Associates’ contract for ongoing engineering and bidding services for the project, to enable the project to be completed within the funding timeframe.

CITY MANAGER COMMENTS: I recommend moving forward with Foth/Olsen Associates' Task Order 06. This will ensure that we continue to move forward and complete this important project and meet the State's relevant deadlines.

ATTACHMENTS: Task 06 Proposal: Southport Shorefront Improvement Project – Phase2 Design and Bid Services.

REQUESTED ACTION: Accept the proposed Contract with Foth/Olsen Associates for continued design, and bidding activities related to the shoreline stabilization project.

PROPOSED MOTION: Motion to authorize the approval of Foth/Olsen Associates' Task 06, to continue the work for design and bidding for the Shoreline Stabilization Project.

Project Title: Southport Shorefront Improvement Project – Phase 2
Design & Bid Services

FOTH Project Number: 24S315.00

CLIENT Project Number:
(If applicable)

This Work Order (in addition to and subject to the conditions contained in the Professional Services Agreement for Engineering Services dated November 3, 2022 as amended) (hereinafter "Work Order"), is made and entered into this 17th day of October, 2025, by and between **FOTH & VAN DYKE AND ASSOCIATES, INC.**, (hereinafter "Consultant") and **City of Southport, NC**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

Client: City of Southport, NC (Robert A. Jarvis, P.E.)

Address: 1029 N. Howe Street, Southport, NC 28461

Phone No: (910) 457-7900 x1045

Email Address: bjarvis@cityofsouthport.com

Scope of Services: Client hereby agrees to retain Consultant to perform the following Services:

Scope to be in accordance with Exhibit A which is attached hereto and incorporated into the Agreement by reference herein.

Schedule: Services shall be performed according to the following schedule:

Contractor bidding anticipated to begin in Q1 2026.

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

☒ Lump-Sum in the amount of \$74,800.00

☐ Unit Cost/Time Charges (Standard Rates) with a total amount not-to-exceed

☐ Unit Cost/Time Charges (Standard Rates) for an estimated cost of \$ _____.00

☐ Other as stated here:

Special Conditions (if any):

Entire Agreement: This Work Order, along with other approved project-specific Work Orders, together with and subject to the Professional Services Agreement for Engineering Services referenced above, constitutes the entire understanding between the parties with respect to the subject matter hereof. This Work Order may be modified by subsequent written addenda mutually agreeable by both parties.

IN WITNESS WHEREOF, this Agreement is accepted on the date first written above, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

FOTH & VAN DYKE AND ASSOCIATES, INC.

Signed: _____

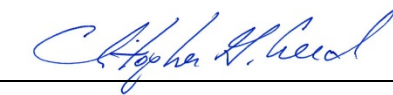
Name (printed): _____

Title: _____

Date: _____

Signed: _____

Name (printed):



Christopher G. Creed, P.E.

Title:

Senior Coastal Engineer & Client Manager

Date:

10/17/2025

Signed: _____

Name (printed):



Jeremy Packard, PE

Title:

Senior Project Manager

Date:

10/17/2025

Exhibit A

2618 Herschel Street
Jacksonville, FL 32204
(904) 387-6114
foth.com

October 17, 2025

Robert A. Jarvis, P.E.
City Engineer
City of Southport, NC
1029 N. Howe Street
Southport, NC 28461

Re: Proposal for Engineering Services (Task Order 6)
Southport Shorefront Improvement Project – Phase 2
Phase 2 Design and Bid Services

Dear Mr. Jarvis:

Foth & Van Dyke and Associates, Inc. (Foth | Olsen) is pleased to provide this proposal to the city of Southport, NC (City) for professional engineering services related to the ongoing comprehensive shorefront improvement project along the Cape Fear River. The scope of this proposal includes engineering design, contract documents, and bid services for improvements to the existing coastal infrastructure within the project area intended to address chronic shoreline erosion and enhance shoreline protection.

Foth | Olsen understands that the City plans to perform engineering and construction services related to proposed improvements along the shorefront in phases due to funding constraints and requirements related to public vs. private property land ownership of the adjacent parcels. The scope of this proposal is presented in support of Phase 2 of the comprehensive shorefront project, with discussion on how the project relates to the ongoing work for Phase 1 to the east. The approximate limits of Phase 1 and Phase 2 are shown on Figure 1, below.



Figure 1: Location of Phase 1 and Phase 2- City of Southport comprehensive shorefront improvement project

The preliminary design for the Phase 2 project area was completed by Foth | Olsen on August 14, 2025, and the Phase 2 Coastal Area Management Act Major Development Permit (CAMA Major) is currently under review following submission to the Division of Coastal Management (DCM) on September 11, 2025. Notably, the CAMA Major for the proposed Phase 1 improvements, which includes portions of Reach 2 and Reach 3 shown on Figure 1, was submitted on June 18, 2025. Foth | Olsen understands that the City would like to advertise both Phase 1 and Phase 2 improvement projects concurrently. Our intent is to advance the final design and preparation of bid documents for both Phase 1 and Phase 2 improvements while review of the Phase 2 CAMA Major is underway, such that both projects are ready for bidding upon issuance of the permit decision for Phase 2. It is assumed that the preliminary design reflected in the CAMA Major permit for Phase 2, and shown below in Figure 2, will not change substantially based on City or regulatory review comments.

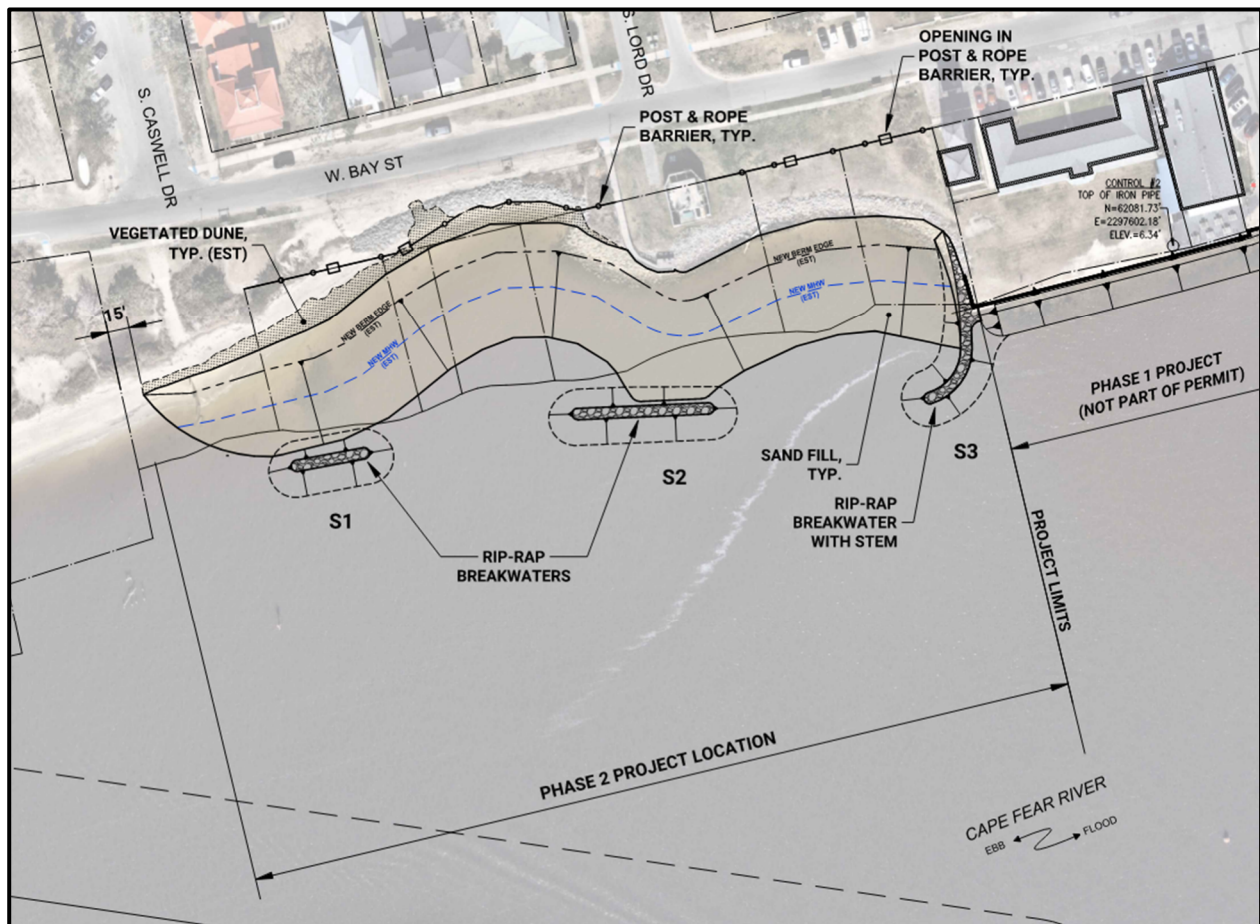


Figure 2: Phase 2 Preliminary Design

Foth | Olsen proposes the following project scope and associated fees in support of Phase 2 of the Southport Shorefront Improvement Project.

Task 1 – Final Design & Contract Documents

Foth | Olsen will prepare final engineering design plans and project specifications intended for contractor solicitation and construction of the proposed shoreline improvements within the Phase 2 project area. An updated topographic survey will be performed within the project area to

ensure that the construction documents reflect current site conditions. Comments and project requirements received during regulatory review will be incorporated into the proposed design as necessary to ensure compliance. The bid package prepared by Foth | Olsen will include final engineering design plans, a bid form, and project specifications (front end administrative/contractual items and back end technical information) necessary for construction execution. Foth | Olsen will also prepare an updated cost estimate reflecting the construction costs anticipated to execute the final design plans. Foth | Olsen will deliver the draft bid package to the City and attend one (1) meeting via Microsoft Teams to review the information and gather feedback. Foth | Olsen will then perform one (1) round of revisions to the documents before finalizing the providing the completed package to the City for public bidding. The final set of plans prepared for this project will be stamped by a Professional Engineer registered in the State of North Carolina.

Task 1 Fee = \$69,200 (Lump Sum)

Task 1 Deliverables: Final engineering design plans for bidding & construction, project specification package, bid form, construction cost estimate.

Task 2 – Phase 2 Bid Services

Foth | Olsen understands that the City would like to advertise both Phase 1 and Phase 2 improvement projects concurrently. Our team is currently under agreement with the City for the Phase 1 bid services work, therefore the scope of work and fees associated with this task for Phase 2 reflect performance of work in addition to the bid services being provided under the Phase 1 agreement, including pre-bid meetings, bid review, award recommendation letter, and administration. If the projects are advertised as separate projects, this would be considered additional work and Foth | Olsen will prepare a proposal for the separate bid services.

Foth | Olsen will coordinate and manage public bidding of the final design package (Phase 1 & 2) to qualified contractors including advertising of the project for public bidding purposes, distribution of the bid documents, and maintaining the list of plan holders. Foth | Olsen will help to develop a list of qualified contractors and organize/attend one (1) virtual pre-bid site meeting via Microsoft Teams. Once the project bidding is underway, Foth | Olsen will prepare project addenda as necessary to address contractor questions, attend the public bid opening via virtual conference, prepare a summary of accepted bids, review bid packages and references, and prepare an award recommendation letter to the City. Please note that the scope of this proposal includes the coordination and execution of the services described above for up to one (1) construction bid package.

Task 2 Fee = \$5,600 (Lump Sum)

Task 1 Deliverables: Award recommendation memorandum.

<u>Table 1: Summary of Proposed Work Tasks & Fees</u> Shorefront Improvement Project – Phase 2 Southport, NC	
Task	Fee
1.0 – Final Design & Contract Documents	\$ 69,200
2.0 – Phase 2 Bid Services	\$ 5,600
Total Lump Sum Fee	\$ 74,800

Statement of Conditions and Exceptions

1. Foth | Olsen has made no provisions for any additional research, survey, habitat assessments, sediment sampling, laboratory analysis, regulatory review or other project related services beyond those stated above. Any and all work related to additional field, office, regulatory review, meetings and/or laboratory services shall be deemed extra work. Any and all work beyond the scope of this proposal shall be deemed extra work and contracted for prior to the commencement of such work.
2. Construction services are not included in the scope of this proposal.
3. Foth | Olsen has made no provisions for any permitting services beyond those described above or as result of any action by third (3rd) parties. Any and all work related to additional permitting services shall be deemed extra work.
4. The proposal herein does not include services that pertain to any mitigation that may be deemed necessary to offset impacts resulting from the proposed work.
5. Work will be conducted assuming that Foth | Olsen has sufficient notice to plan our activities to take advantage of favorable weather conditions. We have not included contingencies for extremes of weather conditions.

Sincerely,

Foth & Van Dyke and Associates, Inc.



Christopher G. Creed, P.E.
Senior Coastal Engineer & Client Team Leader
Licensed in FL, GA, SC and NC



Jeramy M. Packard, P.E.
Senior Project Manager, Ports & Harbors
Licensed in MA



BOARD OF ALDERMEN AGENDA ITEM SUMMARY

DATE: 11/3/2025

DEPARTMENT: Development Services

PRESENTED BY: Maureen Meehan, Planning Services Director

ITEM SPONSORED BY: Staff

ITEM/TOPIC: Discussion of Proposed Unified Development Ordinance Text Amendments

JUSTIFICATION: The attached considerations for amendments to the Unified Development Ordinance consists of topics discussed by the Board of Aldermen with staff in 2024, topics covered by the Planning Board during the most recent UDO update review, individual Planning Board offerings, and staff considerations. Staff did not receive public input during the requested timeframe in September. The Southport 2050 Comprehensive Plan (comp plan) incorporates public input into its proposed UDO updates, as outlined in the plan's policy section. Comp plan policies that directly support the proposed UDO considerations are listed where appropriate.

IMPACT IF NOT APPROVED: This is a discussion item.

DEPARTMENT HEAD COMMENTS: The UDO is a living document that staff review regularly and updates as needed to reflect growth and development trends. In the last year, significant updates to the UDO were paused to complete the comprehensive plan. The Southport 2050 Comprehensive Plan provides guidance and implementation actions to realize the city's vision and goals. Now that the comp plan is adopted, it is time to take a wholesale look at the UDO and identify what is missing and what needs updating.

ATTACHMENTS: UDO amendment topics for discussion and prioritization. Action Matrix from the comp plan for policy reference.

REQUESTED ACTION: Review and discuss UDO amendments.

Recommendations are in order by Article of the Unified Development Ordinance (UDO). The list consists of topics discussed by the Board of Aldermen with staff in 2024, topics covered by the Planning Board during the most recent UDO update review, individual Planning Board offerings, and staff considerations. Staff did not receive any issues or public input during the requested timeframe in September. The Southport 2050 Comprehensive Plan (Comp Plan) incorporates public input into its proposed UDO updates, as outlined in the plan's policy section. Comp Plan policies that directly support the proposed UDO considerations are listed where appropriate.

Article 2 – Administration and Procedures

- Reorganization of UDO to be user-friendly
- Comparing City Code of Ordinances with the UDO to ensure that they are consistent where appropriate
- Approval process for special use permits with standards that can be administratively approved for home occupations and accessory dwelling units. Review of land uses requiring special use permits and are associated with standards appropriate for current development trends.
 - o Section 2.7.C Special Use Permit
 - o Table 3.1
 - o All applicable land uses that may be affected
 - o Potential new standards if administrative
 - o Comp Plan Policy 1.9
- Conditional Zoning updates to include open space and building height/ other dimensional items for CZ
 - o Section 2.11.D
 - o Comp Plan Policy 1.6

Article 3 – Zoning

- Update/Create new zoning districts to match existing development patterns/nonconforming lots
 - o Section 3.2 Base Zoning Districts
 - o Tables 3.1, 3.2, & 3.8
 - o Small commercial lots in Howe St – development & parking
 - o Comp Plan Policies – 1.1, 1.9, 7.2
- Examine residential housing types and required level of review/standards
 - o Table 3.1
 - o Section 3.7
 - o Comp Plan Policies – 1.1, 1.9
- Examine dimensional standards and height limits in all zoning districts
 - o Table 3.2
 - o Comp Plan Policies – 1.2, 1.3

- Freestanding Solar Panels/farms (setbacks and locations) – there are standards that can be reincorporated for HC zoned properties
 - o Section 3.8 Nonresidential Use Standards
 - o Comp Plan Policy 1.7
- Wind Turbines (Setbacks & Locations)
 - o Small scale – not wind farms
 - o Section 3.6 Accessory Use Standards
 - o Section 3.8 Nonresidential Use Standards
 - o Comp Plan Policy 1.7
- Data Centers/AI (Setbacks & Locations)
 - o Section 3.8 Nonresidential Use Standards
 - o Comp Plan Policy 1.7
- Nonresidential design standards (to include redevelopment and overall consideration of the requirements)
 - o Section 3.11.C Design Standards
 - o Comp Plan Policies – 1.1, 7.2
- Parking standard updates across the board, including parking lot and driveway standards differentiated between residential and nonresidential uses / Reduce the # of parking spaces required/ # of parking spaces required for apartments (based on # of bedrooms ?) / Eliminate the 400' alternative parking rule / Parking in the rear and nonresidential buildings situated on the front property line in BD zoning districts / Require parking in rear of buildings in certain districts to maintain village feel (where off street parking is required) / Parking garage requirements including façade requirements/Parking on small parcels in BD zoning district/ Examine trigger for establishing parking for redevelopment of existing nonresidential uses in both CBD and BD zoning districts.
 - o Rewrite section 3.14?
 - o 3.12.D Driveways
 - o 3.14.B Parking Lot Design (add parking garage requirements)
 - o 3.14.C Minimum off-street parking requirements
 - o 3.14.D Minimum off-street parking ratios
 - o Table 3.14
 - o Comp Plan Policies – 1.3, 8.5, 8.6
- Tree protection & landscape preservation - Mitigation credit for more than Live Oaks, Mitigation considerations for developing heavily wooded lots, and violation of tree ordinance
 - o 3.18.H.1.b or 3.18.I Mitigation
 - o 3.18.H.3 Mitigation credit for more than just Live Oak retention
 - o 3.18.P Penalties for Violations of This Section
- Mural updates – ensure language is constitutional while providing guidance
 - o Section 3.19.I

- Comp Plan Policy 3.2

Article 4 – Subdivisions

- Preventing gated communities to ensure connectivity within Southport
 - Section 4.8.A
 - Comp Plan Policies – 8.1, 8.5
- Performance bonds – including performance bonds for major site plan, CZ, & stormwater
 - Article 2 – Administration and Procedures – to include in each process
 - Article 4 – Subdivisions?
 - Article 6 – Stormwater – bonds or payments cannot be required and held by the local govt for maintenance of private stormwater systems – although there can be the requirement for the retention of funds by the private owner for maintenance, repair, replacement, and reconstruction.
 - Create a Table?

Article 6 – Stormwater

- Consider increasing on site retention/detention pond sizing and/ or storm design (500-year)?
 - Section 6.7 Detention & Wet Retention Facilities
 - Comp Plan Policy 9.4
- Eliminating the creation of below grade land in abutting properties with established residences or requiring drainage swales
 - Comp Plan 4.2
- Impervious coverage limits (does this trigger downzoning?)
 - Article 6: Stormwater Regulations
 - Section 3.11.C?
 - Comp Plan Policies – 4.4, 6.5

UDO recommendations found in the 2050 Comprehensive Plan Policy 1.7

- Evaluate and tailor building size, scale, and height for different areas of the city – to retain existing character in different areas of the city and match existing development patterns
- Provide for a mix of land uses that builds on historical patterns of the city, which include human-scale design, walkability, and directing development to existing developed areas to reduce sprawl
- Update definitions of mixed-use and live-work units.
- Include nonresidential and mixed-use design standards to encourage/maintain architectural patterns found in Southport
- Include site design requirements that limit impacts on areas of environmental concern – conservation subdivision
- Update parking requirements
- Update accessory use standards – modify setbacks to minimize impacts to neighboring properties

As requested following the October 9, 2025, public hearing, Staff submits the proposed changes to Articles 3 – Zoning and 8 – Definitions of the UDO that the Board did not adopt.

Sections updated include:

- Section 3.6 – Accessory Uses to update setbacks for 2 story structures
- Section 3.6 – Homestays verbiage updated for consistency with the definition section.
- Section 3.6 – Create an accessory use for mobile vendors to include food trucks. A mobile vendor zoning permit will be for the truck owner that requires written approval from the property owners that are hosting the truck. There will be one permit issued per truck with multiple property agreement allowances. This streamlines the process for both the food truck operator and property owner.
- Section 3.6 – Defined how the setback for pools will be measured. From the concrete apron/deck rather than the pool waterline.
- Section 3.7 – Removed language from mixed-uses for consistency with CBD and BD height requirements.
- Section 3.8 – Hotel/Motel – removed requirement for the primary ingress/egress to be from a major thoroughfare since Highway 211 will be limited access once construction is complete.
- Section 3.8 – Radio Station – updates use to allow radio stations in the CBD and O&I zoning districts if there are no external appurtenances
- Section 3.19 – defined and added development standards for ground mounted flag poles.

The text underlined is proposed, and a ~~strike through~~ indicates that the text is to be removed.

A. ACCESSORY STRUCTURES OR USE, GENERAL-

Where permitted, the following shall apply:

1. There shall not be more than two (2) accessory structures or uses per lot, excluding swimming pools, docks, piers, and waterside structures.
2. The total area of accessory structures, excluding swimming pools, shall not exceed 50% of the rear yard area of the lot and shall meet all rear and side yard setbacks of the district.
 - a. Accessory Structures in Nonresidential Zoning Districts.
 - i. Structures with a footprint of 530 square feet or less may have a setback of five (5) feet to a side or rear property line.
 - ii. Structures are to meet that zoning district's established side and/or rear property setbacks.
 - b. Accessory structures in Residential Zoning Districts.
 - i. Structures that are single-story with a footprint of 530 square feet or less may have setbacks of five (5) feet to a side or rear property line.
 - ii. Structures that are multi-story, regardless of square footage, will require a minimum rear setback of ten (10) feet and are to meet that lot's prescribed side setbacks.
 - c. No accessory structure shall be constructed beyond the front building line of the primary structure, except as allowed for riverfront lots as described below.

3. Riverfront lots: Detached garages are permitted in the street front yard on lots with frontage on the Cape Fear River in the R-10 district, provided they are no closer than 75 feet from the street ~~right-of-way~~ line.
4. No accessory structure, whether residential or nonresidential, shall be greater than 30 feet in height.

B. ACCESSORY DWELLING, COMMERCIAL

Where permitted, the following shall apply:

1. The Accessory Dwelling Unit may be occupied solely by the person engaged in the principal use or a full-time employee, and their family members residing with them.
2. The site shall provide an area of open space not occupied by any buildings, parking or structures equal to the floor area of the residential unit.
3. The amount of floor area for the residential unit shall not exceed 1,500 square feet.
4. The residential unit shall be located totally above the ground floor or totally to the rear of the principal use so as not to interrupt the commercial frontage.
5. In addition to the required off-street parking for the principal use, two (2) off-street parking spaces shall be provided for the ~~residential unit~~ accessory dwelling.

C. ACCESSORY DWELLING, RESIDENTIAL

Where permitted, the following shall apply:

- ~~1. An accessory dwelling may be within, attached, or separate from the principal residential structure. An accessory dwelling may be part of, attached to, or detached from the principal residential structure.~~
2. The principal use of the lot shall be a detached single-family dwelling, built to the standards of the North Carolina State Building Code.
3. No more than one (1) accessory dwelling shall be permitted on a single deeded lot in conjunction with the principal residential structure.
4. The accessory dwelling shall be owned by the same person as the principal residential structure.
5. The accessory dwelling shall not be served by a driveway separate from that serving the principal residential structure.
6. There shall be ~~a separate~~ one (1) parking space for the accessory dwelling, subject to the off-street parking requirements of Section 3.14.
7. The accessory dwelling shall not exceed 800 square feet.
8. Detached garages with a second-floor accessory residential dwelling may not exceed a ground level building footprint area of 530 square feet and shall be constructed behind the front building line, except as allowed for riverfront lots, provided they are located no closer than ten (10) feet from the rear lot line and meet the required minimum side yard setback ~~-(five (5) feet to any adjoining lot line.)~~

G. HOMESTAY

Where permitted, the following shall apply:

1. No displays of goods, products, services, or other advertising shall be visible outside the dwelling.
2. The homestay operation shall be managed and carried on by a person who:
 - a. Is a ~~full time~~ permanent resident of the property; and
 - b. Is present during the homestay term for the entire time lodgers are staying at the property. ~~To be a "full time resident," the person must reside on the property on a permanent basis, and it must be the person's primary home. For the purposes of this section, a person can only have one primary, full time residence. To be "present during the homestay term," the full-time permanent~~ resident shall be at the property overnight and not away on vacation, visiting friends or family, traveling out of town for business or personal reasons, etc., during the homestay term. However, the full-time resident may be temporarily absent from the property for purposes related to normal residential activities such as shopping, working, attending class, etc. A minimum of two documents establishing proof of residency shall be supplied. ~~From an approved list of documents.~~

I. MOBILE VENDOR - Formerly 3.8.Y FOOD TRUCK MOBILE VENDOR Changed from 'Primary Use to Accessory Use

Where permitted, the following shall apply:

1. ~~Zoning Permit. A zoning permit is required for each site and must be signed by the property owner, including the city, and completed and submitted along with a minor site plan (the site plan may be sketched). The zoning permit shall be renewed annually upon issuance. If a property owner has a property large enough to accommodate more than one mobile vendor, only one zoning permit is required to be submitted showing the location of all mobile vendors. The minor site plan must show the limits of the property, the location(s) of the proposed mobile vendors, and label adjoining uses on neighboring properties. The applicant must also submit a NC Department of Agriculture Permit and a copy of the vehicle or trailer registration.~~ Zoning Permit. A zoning permit shall be required for all mobile vendors and is valid for one year from the date of issuance.
2. The attachments required for a Mobile Vendor's permit include:
 - a. The operator's valid driver's license & vehicle registration.
 - b. A North Carolina Department of Agriculture Permit, when necessary.
 - c. A site plan detailing the limits of the property, the location of the proposed mobile vendor, and what the neighboring properties are.
 - d. A signed letter of consent between the property owner/ business operator and the mobile vendor operator.
3. City sponsored events. A mobile vendor participating in a city sponsored event and will not operate otherwise in the city does not need to provide a site plan or letter of consent.

4. Place of Operation. Mobile vendors may operate on an individual property for a maximum of 120 days per 12-month period. Mobile vendors and all related equipment shall be removed from the site following the permitted hours of operation.
5. Mobile vendors may not park in handicapped accessible parking spaces, nor can they park in access or drive aisles. The approved location for parking the trucks, as shown on the zoning permit, must be physically marked. The food truck parking space can be marked with paint, tape, cones, or other easily identifiable material.
6. Prohibitions. All equipment associated with a mobile vendor must be located within three (3) feet of the vendor. The operator is responsible for disposing of all trash associated with the operation. City trash receptacles may not be used to dispose trash or waste. All areas within five (5) feet of the mobile vendor must be kept clean. Grease and liquid waste may not be disposed in tree pits, storm drains, the sanitary sewer system or public streets. Mobile vendors are all subject to the City-wide noise ordinance.
7. Maximum Number of Mobile Vendor Locations Per Property.
 - a. Maximum of two (2) vendors on lots of one-half acres or less.
 - b. Maximum of three (3) vendors on lots between one-half acre and 1 acre.
 - c. Maximum of four (4) vendors on lots greater than 1 acre.
- ~~8. Food Truck Location. Food trucks must be located at least 50 feet from the front door of any restaurant and outdoor dining area and at least 50 feet from any permitted mobile food vending cart location. These minimum distance requirements are all measured in a straight line from the closest point of the proposed food truck location to the closest point from the buffered point, or in the case of a restaurant measured from the closest point of the restaurants main entrance. If a zoning permit is issued and a restaurant subsequently opens within 50 feet (measured from the restaurant's main entrance) of the approved food truck location, the food truck may continue to operate until the permit expires.~~
9. Temporary outdoor seating associated with a food truck is only permitted on lots at least two (2) acres in size or greater.

R. SWIMMING POOLS

Where permitted, the following shall apply:

1. Swimming pool setbacks will be measured from the side or rear yard property line to the coping or decking of the pool, whichever is closest to the property line, and shall not be less than five (5) feet in distance.
2. The pool is to be enclosed by protective fencing as established by the NC Residential Building Code.

~~Where permitted, swimming pools shall be setback five (5) feet from the existing property line and enclosed by protective fencing meeting the requirements of the NC Residential Building Code.~~

E. MIXED USES

Where permitted, the following shall apply:

1. First floor shall be permitted business uses only.

2. The floor area devoted to the dwelling(s) in the CBD or BD shall not exceed the floor area devoted to the permitted business use(s).
3. The floor area devoted to the dwelling(s) in the PUD or O-I shall not exceed twice the floor area devoted to the permitted business uses(s).
4. The minimum floor area for each dwelling shall be 500 square feet and the maximum floor area shall be 1, 000 square feet.
5. No mixed-use building shall exceed the maximum height limit established in 3.9 Dimensional Requirements, Table 3.2.
- ~~6. No mixed-use building shall exceed 40 feet (i.e. one (1) floor commercial plus two (2) floors residential) in height.~~
7. Each dwelling shall have a direct means of access to the exterior of the building so that no access to the dwelling is provided through the use located on the lower floor(s) of the commercial building.
8. Parking for such dwelling(s) shall be in addition to that required for the permitted lower floor use(s).
9. Proposed curb cuts and driveways for required off-street parking lots that eliminate existing on-street parking spaces shall replace the number of on-street parking spaces eliminated by said curb cut(s) and driveway(s) within the parking lot being created, in addition to the number of parking spaces otherwise required by this ordinance.

R. HOTEL, MOTEL, OR INN

Where permitted, the following shall apply:

1. The lot size shall be a minimum of one (1) acre.
- ~~2. The primary means of ingress and egress shall be via a major thoroughfare as designated on the Brunswick County Comprehensive Transportation Plan (CTP).~~
- ~~3. The property shall have a minimum of 200 feet of frontage on a major thoroughfare.~~
4. Any building on the site must be a minimum of 200 feet from any residential district.
5. In the HC district, the building height may exceed 40 feet if approved by the Board of Adjustment and if the building satisfies the following:
 - a. The City of Southport Fire Chief finds that the City can provide adequate/safe fire protection.
 - b. Buildings which exceed 40 feet in height and are located on parcels adjacent to residentially zoned property must have an additional one-half (1/2) foot of both rear and side yard setback for each one (1) foot of building height over 40 feet.

AA. RADIO & TELEVISION STATIONS, STUDIOS, AND OFFICES

No communication towers are permitted. Satellite dishes must be screened from ground level view. In O&I or CBD zoning districts, no exterior station appurtenances used for transmitting or receiving signals are allowed.

3.19 Signs.

J. GROUND-MOUNTED FLAGPOLES

Where permitted, flagpoles shall be subject to the following conditions:

1. Flagpoles may be allowed within both residential and commercial zoning districts, subject to the issuance of a sign permit.
2. At no time shall flagpoles exceed twenty (20) feet in height.
3. Flagpoles shall be setback from all primary structures and property lines at one and a half (1.5) times the length of the pole. A twenty (20) foot flagpole will be required to be no closer than thirty (30) feet from any primary structure.
4. Residential zoning districts:
 - a. At no time may commercial flags be flown in residential zoning districts.
 - b. Wall-mounted flagpoles that are 6' or less in length do not require permitting.

Article 8: Definitions and Measurements

Changes to the definition section of the UDO include removal of the land uses listed above that have been eliminated from the table of uses as well as the additions below:

Flagpole - Ground-mounted appurtenances in which a flag is affixed and displayed. Height is determined from grade to the highest point of the pole.



ACTION MATRIX

Goal / Policy	Action #	Action Item	Lead Responsibility	Time Frame
General Priority Actions				
	N/A	Evaluate priorities on an annual basis to determine staff work plans.	All departments	Short-term
	N/A	All departments should track progress and provide an annual report to the Board of Aldermen to assess implementation of the plan.	All departments	Short-term
Land Use & Housing Goal: Ensure development is compatible with Southport's unique characteristics, including its historic areas, heritage trees, and walkable environment while minimizing impacts.				
Policy 1.1 Encourage a development pattern that honors Southport's character and respects the natural environment.				
	1.1.1	Preserve the character of the City's historic commercial areas and neighborhoods.	Development Services	Ongoing
	1.1.2	Encourage building renovation, reuse and context- sensitive infill development in key areas (e.g. Downtown, Midtown North Howe).	Development Services	Long-term
	1.1.3-1.1.6, 1.3.1	Encourage well-designed nonresidential and mixed-use development at appropriate locations and scales.	Development Services	Mid-term
	1.1.7	Support office uses, multi-family uses, and house-scale attached residential as a transition between commercial areas and lower density residential land uses.	Development Services	Mid-term
	1.1.8	Encourage open space reservation in new subdivisions and conservation subdivision design in areas with sensitive environmental features.	Development Services	Short-term
Policy 1.2 Limit building size and height in different areas based on character and context.				
	1.2.1-1.2.4	Evaluate development proposals and/or update development regulations to address building size and height in different areas of the City.	Development Services	Ongoing / Short-term
Policy 1.3 Encourage new development to employ site and building design techniques to reinforce a walkable traditional village scale and character.				
	1.3.1-1.3.2	Encourage buildings with architectural details including articulated facades, windows, porches, and other features and mimic historical patterns of Southport and other coastal villages.	Development Services	Ongoing
	1.3.3	Encourage first floor elevations for residential buildings to be a minimum height above ground.	Development Services	Mid-term
	1.3.4	Update transportation standards to encourage a walkable Downtown and surrounding neighborhoods.	Development Services	Short-term
Policy 1.4 Support the continued operation of commercial businesses in the Yacht Basin.				



Goal / Policy	Action #	Action Item	Lead Responsibility	Time Frame
	1.4.1	Consider an overlay that allows for formalized parking south of Moore Street and west of Caswell Avenue.	Development Services	Short-term
	1.4.2	Target areas for parking improvements and beautification/landscaping.	Development Services, Public Works	Short-term
	1.4.3	Plan for improved vehicular and pedestrian access.	Development Services	Mid-term
Policy 1.5 Minimize direct and secondary environmental impacts from new development.				
	1.5.1-1.5.3	Adopt and enforce local development policies and regulations that limit impacts on Areas of Environmental Concern (AEC) and employ green growth strategies such as low impact development and conservation design.	Development Services	Ongoing
	1.5.4	Analyze proposed development and infrastructure projects for potential impacts from future sea level rise.	Development Services	Short-term
Policy 1.6 Require the incorporation of open space in new developments.				
	1.6.1	Maintain open space requirements for subdivisions with 5 or more lots.	Development Services	Ongoing
	1.6.2	Encourage the utilization of the Planned Unit Development option in the UDO for new subdivisions in the R-10 and R-20 zoning districts.	Development Services	Short-term
	1.6.3	Encourage conditional zoning.		
Policy 1.7 Review and modernize the Unified Development Ordinance (UDO).				
	1.7.1	Update the Unified Development Ordinance (UDO) to accomplish the following: » Account for existing development patterns in historic residential areas. » Tailor building size, scale, height, and impervious surface limits to compliment and reinforce character. » Update definitions of mixed-use and live-work units. » Consider updating parking requirements--deemphasize minimum parking requirements and introduce flexibility to encourage walkability. » Update and modernize Table of Permitted Uses and associated definitions. » Create a Conservation Subdivision option. » Consider enhancing design standards and/or implementing conditional zoning options for residential. » Consider updating regulations related to accessory structures.	Development Services	Short to Mid-term

Ongoing: Routine and continuous with no specified end date

Short-term: Within 1- 2 years

Mid-term: Within 2-4 years

Long-term: 5+ years



Goal / Policy	Action #	Action Item	Lead Responsibility	Time Frame
Policy 1.8 Coordinate with Brunswick County and other entities to manage growth near Southport.				
	1.8.1	Coordinate with the representatives from Indigo Phase 2 / Waterway and Brunswick County to encourage development design that builds on Southport's traditional character, has a defined center and integrates open space in a way that is respectful of existing natural resources.	Development Services	Short-term
	1.8.2	Encourage the creation of a new residential district for the area surrounding Southport that allows for only low-density development that is more compatible than the initial County zoning assigned.	Development Services	Mid-term
	1.8.3	Coordinate to develop a custom overlay district for the Howe Street area that encourages building and site design that accomplishes City goals.	Development Services	Short-term
Policy 1.9 Support a variety of quality housing that meets local needs at appropriate scales.				
	1.9.1	Consider relaxing restrictions on Accessory Dwelling units (ADUs) related to size and restrictions on long-term rentals. Balance this with performance based standards to limit impacts.	Development Services	Short-term
	1.9.2	Consider developing informational material and/or pre-approved template for ADUs.	Development Services, Community Relations	Long-term
	1.9.3	Coordinate with non-profits and other entities to develop targeted affordable housing units (e.g. units for police/fire, seniors, veterans, teachers).	Development Services	Long-term
	1.9.4	Update UDO to refine standards and allowable uses related to residential housing types.	Development Services	Mid-term
	1.9.5	Consider defining additional housing types including cottage courts/ pocket neighborhoods and live/work units (small-scale buildings with a commercial and residential unit).	Development Services	Mid-term
	1.9.6	Pursue funds from state and federal sources for rehabilitation or redevelopment of substandard housing.	Development Services	Short-term
Public Access Goal: Protect public access and vistas along the waterfront and maximize access to coastal waters, parks, and other recreational opportunities.				
Policy 2.1 Support public and private initiatives that increase public access to coastal waters and parks for all of Southport's residents and visitors.				
	2.1.1	Continuously maintain and improve parks, including facilities, restrooms, parking, etc.	Parks & Recreation	Ongoing
	2.1.1	Update or establish formal maintenance plans for City parks.	Parks & Recreation	Short-term
	2.1.2	Prioritize updates needed to comply with the Americans with Disabilities (ADA) and Universal Design (UD) regulations and standards.	Parks & Recreation	Short-term



Goal / Policy	Action #	Action Item	Lead Responsibility	Time Frame
	2.1.3	Conduct a study to access providing connections between parks (Lowe-White to Taylor Field Park to Kingsley).	Parks & Recreation	Mid-term
	2.1.4	Develop a Waterfront Master Plan that documents needed infrastructure improvements, amenities, and connectivity enhancements near Waterfront Park to the Yacht Basin.	Parks & Recreation	Mid-term
	2.1.5	Pursue funding from the North Carolina CAMA Shoreline Access program to enhance shoreline access.	Parks & Recreation	Long-term
	2.1.6	Support the incorporation of shoreline access facilities in new residential and non-residential developments.	Parks & Recreation	Ongoing
	2.1.7	Update informational materials related to boating access points and paddling routes around Southport including information related to the new Cottage Creek kayak launch.	Parks & Recreation	Mid-term
	2.1.8	Seek out opportunities for additional future kayak launches.	Parks & Recreation	Long-term
Policy 2.2: Implement key recommendations from the Parks and Recreation Master Plan.				
	2.2.1	Prioritize the implementation of the following recommendations from the Parks and Recreation Master Plan. » Plan for the addition of benches and bicycle racks in parks. » Utilize pervious pavement and other forms of green stormwater infrastructure at parks. » Develop a site-specific master plan for Steven's Park. » Add educational kiosk (s) or signage in parks.	Parks & Recreation	Varies
Policy 2.3: Enhance recreational opportunities to serve the residents in and near Southport.				
	2.3.1	Consider the addition of bollards or a low wall between E Moore Street and the playground in front of the Community Building.	Parks & Recreation, Public Works	Mid-term
	2.3.2	Continue to invest in City Dock: Add slips, consider allowance of transient slips.	Parks & Recreation, Development Services	Mid-term
	2.3.3-2.3.4	Consider parking improvements at Alvin Caviness Park, Kingsley Park and other parks.	Parks & Recreation, Public Works	Mid-term
	2.3.5	Maintain historic trees and consider improvements to passive recreational opportunities in Franklin Square Park.	Parks & Recreation, Development Services, Public Works	Short-term
	2.3.6	Involve the Garden Club and Beautification Committee in planting activities including the addition of native plantings and/or pollinator gardens on public lands, and other beautification efforts.	Parks & Recreation, Community Relations	Short-term

Ongoing: Routine and continuous with no specified end date

Short-term: Within 1- 2 years

Mid-term: Within 2-4 years

Long-term: 5+ years



Goal / Policy	Action #	Action Item	Lead Responsibility	Time Frame
Policy 2.4: Seek out opportunities to create a protected walking and biking path through the City's jurisdiction for the East Coast Greenway.				
	2.4.1	Study the potential for a multi-use path or wide sidewalk along Atlantic Avenue, Leonard Street, Lord Street and Caswell Avenue or a similar route to improve walking and biking conditions for residents and visitors.	Parks & Recreation, Public Works	Mid-term
Historic Preservation Goal: Preserve, protect, and continue to celebrate the city's historic resources and character.				
Policy 3.1: Support local preservation and recognition of the City's history and culture.				
	3.1.1	Continue to work towards establishing a local historic district and design standards for the district.	Development Services, Community Relations	Short-term
	3.1.2	Seek out and support opportunities for Local Landmark designation.	Development Services	Mid-term
	3.1.3	Continue to coordinate with the Historic Preservation Commission, Maritime Museum, and the Southport Historical Society in the recognition of historic sites, locations, and events.	Development Services	Short-term
	3.1.4	Raise awareness of the local African American/Black history through events, educational signage, and recognition.	Development Services, Community Relations	Short-term
	3.1.5	Seek out opportunities for establishing a historic or character overlay for historically African American/Black communities.	Development Services	Long-term
	3.1.6	Pursue Certified Local Government status to have the opportunity to apply for grant funding.	Development Services	Mid-term
	3.1.7	Utilize grant funding administered by the North Carolina Historic Preservation Office to update the National Register survey of the Southport Historic District.	Development Services, Community Relations	Long-term
Policy 3.2: Communicate Southport's story through art, community activities, education, and signage to reinforce community identity and sense of place.				
	3.2.1	Utilize signage, wayfinding, banners, and other municipal infrastructure to promote a unified appearance and identity for Southport.	Development Services, Public Works, Community Relations	Ongoing
	3.2.2	Develop and implement a wayfinding and signage plan to facilitate a comprehensive approach to wayfinding, banners, street signs, utility wraps, and educational signage.	Development Services, Public Works	Mid-term
	3.2.3	Coordinate with the North Carolina Historic Preservation Office to provide educational programs, such as informational meetings on historic rehabilitation tax credits for income-producing and non-income producing properties.	Development Services	Short-term



Goal / Policy	Action #	Action Item	Lead Responsibility	Time Frame
Policy 3.3: Support the preservation of historic structures, sites, and monuments for their economic benefits.				
	3.3.1	Adopt and utilize the Southport Local Historic District Design Standards so that development and redevelopment is consistent with the architectural context and community character.	Development Services	Short-term
	3.3.2	Continue to support heritage tourism.	Development Services, Community Relations	Ongoing
	3.3.3	Encourage renovation and active uses for historic buildings and sites.	Development Services	Ongoing
	3.3.4	Encourage physical improvements in the historic districts including the addition or improvement of sidewalks, lighting, road maintenance, tree planting and maintenance, and cemetery maintenance.	Development Service, Public Works	Mid-term
	3.3.5	Coordinate with partners to maintain historic cemeteries.	Public Works	Ongoing
Resiliency Goal: Increase Southport's resiliency to natural hazards.				
Policy 4.1: Minimize life, health, and public safety threats prior to extreme weather events.				
	4.1.1	Implement and participate in regular updates to the Southeastern North Carolina Hazard Mitigation Plan and the Brunswick County Emergency Plan.	Development Services, Public Works, Community Relations	Mid-term
	4.1.2	Seek out grant opportunities (i.e., North Carolina Resilient Coastal Communities Program) to assess local critical assets and their ability to withstand hazardous conditions.	Development Services, Public Works	Short-term
	4.1.3	Ensure critical facilities have operating generators or back-up power source to reduce service interruptions.	Public Works	Ongoing
	4.1.4	Support the continued enforcement of all controls and regulations to mitigate the risks to lives and minimize property damage caused by flooding, severe storms, and hurricanes.	Development Services	Ongoing
Policy 4.2: Reduce vulnerability by utilizing the Future Land Use Map and other resources to focus growth and development away from flood prone areas.				
	4.2.1	Keep zoning densities lower in vulnerable areas and use floodplain data, past flooding data, and best available sea level rise projections as guidance for future development design and approval.	Development Services	Ongoing
	4.2.2	Encourage low-lying areas and areas prone to flooding to be utilized for open space in new development.	Development Services	Ongoing

Ongoing: Routine and continuous with no specified end date

Short-term: Within 1- 2 years

Mid-term: Within 2-4 years

Long-term: 5+ years



Goal / Policy	Action #	Action Item	Lead Responsibility	Time Frame
Policy 4.3: Continue to work to improve Southport's Community Rating System.				
	4.3.1	Support a Building Code Effectiveness Grading Schedule (BCEGS) survey to assess community building codes and their enforcement as an initial step to improving the Community Rating System.	Development Services	Short-term
	4.3.2	Provide flood information on the website including current flood maps, emergency management links, storm preparation, and storm aftermath.	Community Relations	Ongoing
	4.3.3	Participate in updates and/or incorporate recommendations from the Evacuation Study for Brunswick Nuclear Power Plant.	Development Services, Emergency Services	Ongoing
	4.3.4	Utilize the current FEMA Coordinator's Manual as guidance to improve Southport's current rating.	Development Services, Public Information	Ongoing
Policy 4.4: Utilize LID techniques to reduce runoff and improve stormwater management on City-owned land and encourage these techniques in new private development.				
	4.4.1	Utilize LID techniques to reduce runoff and improve stormwater management on City-owned land and encourage these techniques in new private development.	Public Works	Short to Mid-term
	4.4.2	Encourage the use of native plantings (and drought-resistant) species in local landscaping projects.	Public Works, Community Relations, Parks and Recreation	Short-term
Policy 4.5: Continue to improve the resiliency of historic properties.				
	4.5.1	Utilize the Southport Local Historic District Design Standards "Disaster Preparedness and Prevention Standards" to increase the resiliency of historic properties.	Development Services	Short-term (adoption), then Ongoing
	4.5.2	In the event of a major disaster, coordinate with the North Carolina Historic Preservation Office to determine the availability of funding or other resources to assist in the recovery process for historic properties.	Development Services	Ongoing
Policy 4.6 Continue to maintain and improve Southport's tree canopy.				
	4.6.1	Continue to encourage tree preservation in new development and enhance tree preservation in new large-scale residential development.	Development Services	Ongoing, Short-term
	4.6.2	Update ordinances to encourage retention of existing vegetation on development sites and consider a fee in lieu option for mitigation.	Development Services	Short-term
	4.6.3	Coordinate with the County to update tree protection requirements adjacent to Southport.	Development Services	Mid-term
	4.6.4-4.6.5	Maintain and improve the annual tree planting program to diversify Southport's tree canopy and study locations for additional street trees.	Development Services	Ongoing



Goal / Policy	Action #	Action Item	Lead Responsibility	Time Frame
Policy 4.7: Support the protection of Southport's wetlands.				
	4.7.1	Support the regulation of 404 wetlands by the US Army Corp of Engineers.	Development Services	Ongoing
	4.7.2	Monitor compliance with Section 404 of the Clean Water Act and develop and enforce ordinances to the degree permissible by state law to regulate development of marshes and wetlands.	Development Services	Ongoing
	4.7.3	Consider incentives to encourage development design that protects unregulated wetlands from development (i.e., an option for conservation subdivisions and/or modifications to the Planned Development option).	Development Services	Short-term
	4.7.4	Educate the public about the ecological and storm protection benefits of wetlands in and around Southport.	Development Services	Ongoing
	4.7.5	Seek out grant funding opportunities for the restoration of coastal wetlands.	Development Services	Short-term
	4.7.6	Provide protective measures to decrease shoreline erosion due to wave energy, storm surge, and sea level rise along the Cape Fear River, Price Creek, Dutchman Creek, and Cottage Creek.	Development Services	Ongoing
	4.7.7	Support the installation of properly engineered and permitted bulkheads in appropriate areas (i.e., along Bay Street).	Development Services	Ongoing
	4.7.8	Develop a Shoreline Management Plan to identify areas most appropriate for hardened or living shorelines.	Development Services, Public Works	Mid-term
	4.7.9	Consider alternative methods of shoreline stabilization where feasible.	Public Works	Mid-term
Policy 4.8: Reduce greenhouse gas emissions through renewable energy generation, energy efficiency, and mobility options.				
	4.8.1-4.8.2	Continue to support the Dark Sky Initiative by encouraging full cut off lights, warm color temperatures, and limiting artificial lights where possible and consider updates to fixture options.	Development Services	Short-term
	4.8.3	Consider the addition of an electric charging station on city-owned property.	Public Works	Short-term
	4.8.4	Consider incorporating alternate energy solutions when renovating or designing city-owned buildings.	Public Works	Long-term
Policy 4.9: Study priority areas for the under-grounding of electric lines for visual benefits and to improve resiliency by speeding up recovery after storms.				

Ongoing: Routine and continuous with no specified end date

Short-term: Within 1- 2 years

Mid-term: Within 2-4 years

Long-term: 5+ years



Goal / Policy	Action #	Action Item	Lead Responsibility	Time Frame
	4.9.1	Continue allocating funding for the under-grounding of electric lines and seek out grant opportunities to assist with these efforts.	Public Works	Long-term
Yacht Basin Goal: Prioritize adaptation measures and improvements to allow residents and visitors to continue enjoying the Yacht Basin.				
Policy 5.1: Enhance pedestrian facilities and consider improvements to stormwater, drainage, and parking in the Yacht Basin.				
	5.1.1	Utilize the Downtown Parking Study's recommendations for improvements in the Yacht Basin.	Development Services	Short-term
Policy 5.2: Continue to pursue dredging of the Yacht Basin.				
	5.2.1	Pursue grants to assist with completion of the project.	Public Works	Short-term
Policy 5.3: Designate the area as an Urban Waterfront to allow businesses to rebuild in the event of a natural disaster.				
	5.3.1	Adoption of this plan designates the Yacht Basin as an Urban Waterfront	Development Services	Short-term
	5.3.2	Utilize the Urban Waterfront rules for expansion of existing development and new development in 15A NCAC 07H .0209.	Development Services	Ongoing
Policy 5.4: Maintain Open Space Zoning District within marsh areas. Consider adjustments based on newly available data.				
	5.4.1	Consider adjustments to the extent of the Open Space Zoning District based on newly available data.	Development Services	Ongoing, Mid-term
Water Quality Goal: Maintain, protect, and where possible enhance water quality in all coastal wetlands, rivers, streams, and estuaries.				
Policy 6.1: Coordinate with the North Carolina Department of Environmental Quality, Division of Coastal Management, and the Coastal Resources Commission to protect the coastal wetlands, estuarine waters, estuarine shorelines, and public trust waters in Southport.				
	6.1.1	Coordinate with the State of North Carolina to limit, to the extent possible, stormwater runoff into coastal waters from state government, local government, and private development projects.	Development Services	Ongoing
	6.1.2	Support the implementation of the Cape Fear River Basin Water Quality Management Plan and other regional planning initiatives focused on improving water quality.	Development Services	Ongoing
Policy 6.2: Enforce and expand stormwater management regulations.				
	6.2.1	Consider updating current stormwater regulations to include standards for residential development.	Public Works	Short-term



Goal / Policy	Action #	Action Item	Lead Responsibility	Time Frame
Policy 6.3: Reduce soil erosion, runoff, and sedimentation resulting from construction and new development to minimize the adverse effects on surface and subsurface water quality.				
	6.3.1	Ensure best practices are utilized during disturbance, construction and development design.	Public Works, Development Services	Ongoing
	6.3.2	Consider updates to the Soil Removal and Deposit Ordinance.	Public Works, Development Services	Short-term
Policy 6.4: Encourage the preservation of stream and wetland buffers in new development.				
	6.4.1-6.4.2	Utilize the development approval process and/or incentives to encourage new development to exceed required state stream buffer minimums and encourage buffers that meet recommendations from the NC Wildlife Green Growth Toolbox.	Development Services	Short-term
	6.4.3	Action 6.7.4: Consider establishing a policy that requires, where possible, that wetlands are dedicated as common open space and not included in minimum lot size calculations.	Development Services	Short-term
Policy 6.5: Establish built-upon area (impervious surface) limits for many zoning districts.				
	6.5.1	Conduct a study to evaluate trends in impervious surface coverage in different areas of the City.	Development Services	Short-term
	6.5.2	Update the Unified Development Ordinance to include built-upon area limits for certain zoning districts.	Development Services	Mid-term
Policy 6.6: Support the preservation of coastal wetlands, nursery areas, freshwater wetlands, and other sensitive natural areas.				
	6.6.1-6.6.3	Encourage development design that reduces impact on wetlands and encourage preservation of large wetlands areas.	Development Services	Ongoing
	6.6.4	Consider wetlands acquisition a priority in future expansions of Southport parks and recreation areas.	Development Services	Long-term
	6.6.5, 6.6.7	Coordinate with the state to implement the Salt Marsh Action Plan and document extent of salt / brackish marshes.	Development Services	Mid-term
	6.6.6	Seek to maintain overall hydrology, storm protection functions of marshes and future marsh migration areas through restoration and strategic land acquisition.	Development Services	Ongoing
	6.6.8	Prevent and manage invasive species from encroaching on marsh areas by focusing on early detection, prompt removal, and using inventories and maps to prioritize problem areas.	Development Services Public Works	Short-term, Ongoing

Ongoing: Routine and continuous with no specified end date

Short-term: Within 1- 2 years

Mid-term: Within 2-4 years

Long-term: 5+ years



Goal / Policy	Action #	Action Item	Lead Responsibility	Time Frame
Policy 6.7: Require permitted water-related developments to comply with state and federal regulations.				
	6.7.1	Southport will allow the construction of both open water and upland marinas which comply with the UDO and all applicable state and federal regulations.	Development Services	Ongoing
	6.7.2	Discourage the location of floating homes within its jurisdiction.	Development Services	Ongoing
	6.7.3	Support the establishment of mooring fields within its planning jurisdiction, provided that no water degradation occurs as a result of waste disposal.	Development Services	Ongoing
Economic Development Goal: Embrace and leverage Southport's unique small commercial areas and historic downtown as an economic development opportunity.				
Policy 7.1: Recognize and support the tourism industry.				
	7.1.1	Coordinate with the Brunswick County Southeastern Economic Development Commission, Brunswick County Chamber of Commerce, Town of Oak Island Business Advisory Board and Economic Development, the City of Wilmington Economic Development Division, and other regional entities to promote economic development in Southport on a regional level.	Community Relations	Ongoing
	7.1.2	Continue to support the Community Relations department to inform residents and visitors.	Community Relations	Ongoing
	7.1.3, 7.2.9	Continue to promote and recognize local businesses.	Community Relations	Ongoing
	7.1.4-7.1.5	Continue to support and coordinate with the Fort Johnston- Southport Museum and Visitor Center and the ferries.	Community Relations	Ongoing
	7.1.6	Coordinate with Brunswick County to monitor visitation and spending trends.	Community Relations	Ongoing
	7.1.7	Support the film industry, ecotourism, and outdoor recreation in the greater Southport area.	Community Relations	Ongoing
Policy 7.2: Support existing small businesses and encourage new businesses.				
	7.2.1-7.2.4	Encourage the development of new businesses and context-sensitive mixed-use development, building reuse and renovation and active street frontages in commercial and mixed-use areas.	Development Services	Mid-term
	7.2.3	Study opportunities to improve access to public parking in the Downtown and Mid-Town area.	Development Services, Public Works	Mid-term
	7.2.5	Develop a wayfinding and signage plan to guide residents and visitors to public parking, businesses and other destinations.	Development Services, Public Works, Community Relations	Mid-term



Goal / Policy	Action #	Action Item	Lead Responsibility	Time Frame
	7.2.6	Encourage businesses to extend business hours into the evening during certain days or events.	Community Relations	Short-term
	7.2.7	Consider formalizing a social district to connect businesses in downtown, the Yacht Basin, and Mid-Town.	Development Services, Community Relations	Mid-term
	7.2.8	Continue to promote events that increase commerce for local businesses.	Community Relations	Ongoing
Policy 7.3: Continue to support a vibrant, historic Downtown.				
	7.3.1-7.3.2	Seek out funding opportunities to improve downtown amenities including, lighting, pedestrian enhancements, seating, and increasing tree canopy coverage.	Development Services, Public Works	Mid-term
	7.3.4	Formalize a Downtown Master Plan.		
	7.3.5	Support Downtown Southport Inc. and consider pursuing NC Main Street designation.	Development Services, Community Relations	Long-term
Policy 7.4: Pursue a balanced economy and retain and attract young people and families.				
	7.4.1	Encourage entrepreneurship, small businesses and professional services in the City.	Development Services	Ongoing
	7.4.2	Advocate for and support Southport Elementary School.	TBD	Ongoing
	7.4.3	Coordinate with Brunswick Community College and local employers to provide training that matches needs of local businesses and emerging industries.	TBD	Ongoing
	7.4.4	Evaluate programs and facilities that fulfill needs of young people and families	Development Services, Parks and Recreation	Mid-term
Policy 7.5: Develop an Economic Development Strategy that focuses on improving the tax base.				
	7.5.1	Seek out additional sources of revenue, including grants, food and beverage tax, etc.	Administration	Long-term
Transportation Goal: Ensure safe and reliable multi-modal transportation options including walking, biking, and other forms of transportation while limiting impacts from new development and prioritizing the needs of residents and visitors.				
Policy 8.1: Support walking and biking in the community.				
	8.1.1	Continue implementing the 2014 Comprehensive Pedestrian Transportation Plan. Consider an updates to the plan to refine priorities and recommendations.	Public Works	Long-term
	8.1.2	Update development standards to encourage walking, biking, and connectivity.	Development Services, Public Works	Mid-term
	8.1.3	Design and seek funding for priority pedestrian improvements.	Public Works	Long-term

Ongoing: Routine and continuous with no specified end date

Short-term: Within 1- 2 years

Mid-term: Within 2-4 years

Long-term: 5+ years



Goal / Policy	Action #	Action Item	Lead Responsibility	Time Frame
	8.1.4	Study future improvements of the streetscape along Howe, Moore, and Bay Street.	Development Services, Public Works	Mid-term
	8.1.5	Create an ADA Transition Plan that identifies priority accessibility upgrades for town facilities and priority streets.	Development Services, Public Works	Short-term
Policy 8.2: Maintain City roads by regularly updating the pavement condition study and administering the repaving program.				
Policy 8.3: Improve walkability along North Howe Street.				
	8.3.1-8.3.2	Plan for improved pedestrian crossings, streetscape improvements and commercial design along the northern section of Howe Street.	Development Services, Public Works	Mid-term
	8.3.3	Discourage the widening of North Howe Street south of NC 87 (currently in Brunswick County Transportation Plan).	Brunswick County, NCDOT	Short-term
Policy 8.4: Improve the East Coast Greenway throughout Southport's city limits.				
	8.4.1	Conduct a feasibility study to evaluate options for recommended improvements to road sections or alternatives.	Development Services, Public Works, Parks and Recreation	Mid-term
Policy 8.5: Manage traffic and access along NC 211 and NC 87.				
	8.5.1	Encourage access management techniques including shared driveways and limiting driveway access points along NC 211 and NC 87.	Development Services, NCDOT	Short-term
	8.5.2	Prioritize connectivity in commercial and residential developments.	Development Services	Short-term
	8.5.3	Limit cul-de-sacs in new residential development.		
	8.5.4	Prioritize key intersection improvements needed to facilitate pedestrian activity and improve safety.	Public Works, NCDOT	Long-term
Policy 8.6: Manage and improve parking Downtown and in the Yacht Basin. (Recommendations from Parking Study by Walker Consulting				
	8.6.1	Consider limiting parking hours along portions Moore St and Howe St.	Public Works, Police	Short-term
	8.6.2	Consider the creation of an overlay or another mechanism to allow for parking as a primary use on R-10 lots in the Yacht Basin District.	Development Services	Short-term
	8.6.3	Fund plantings and pedestrian improvements in the right-of-way to screen parking areas and improve safety.	Public Works	Short-term
	8.6.4	Study long term solutions for Yacht Basin District which could include platform parking and boardwalks to businesses.	Development Services, Public Works	Long-term
	8.6.5	Consider removal of some informal parking around water tower and formalize on-street parking on W Brown St.	Police, Public Works	Short-term, Mid-term
	8.6.7	Continue and support expanded remote parking and shuttles for events and peak visitation times.	Development Services, Public Works, Community Relations	Long-term



Goal / Policy	Action #	Action Item	Lead Responsibility	Time Frame
	8.6.8	Pursue improvements to traffic flow and pedestrian and bicycle facilities in the Yacht Basin. Short-term improvements include: » Repainting formalized on-street parking spaces along Bay Street to improve parking efficiency » Changing the direction of drainage inlet grates to improve safety for bicyclists	Public Works	Mid-term
	8.6.6, 8.6.9	Utilize city-owned rights-of-way (ROW) for improvements such as sidewalks, parking, street trees and/or stormwater planters.	Public Works	Long-term
	8.6.10	Continue to gather input on priority parking improvements with input from citizens, landowners, and business owners.	Development Services, Public Works	Short-term

Infrastructure Goal: Ensure public infrastructure systems and services are appropriately scaled, located, and managed to accommodate sustainable growth while protecting natural assets.

Policy 9.1 Support sustainable growth through the provision of adequate water and wastewater treatment capacity within the City of Southport.

	9.1.1	Coordinate with Brunswick County Public Utilities to maintain and enhance the water and sewer system.	Public Works , Brunswick County	Ongoing
	9.1.2	Support future utility system monitoring and studies including the following: » Monitoring pump station run times. » Conducting draw down testing of major lift stations and hydraulic modeling to reassess the capacity of the Central Pump Station. » Developing a water system study to evaluate fire flows. » Monitor water quality and study potential enhancements.	Public Works	Ongoing, Mid-term
	9.1.3	Support the extension of water and sewer service to areas suitable for development.	Public Works	Ongoing
	9.1.4	Prioritize water and sewer improvements that support the Future Land Use Map and City goals including a vibrant downtown, context-sensitive redevelopment and residential development that is designed and located to protect natural resources.	Development Services, Public Works, Brunswick County	Ongoing
	9.1.5	Work with Brunswick County to encourage annexation and/or the establishment of an Urban Service Area near the City of Southport.	Development Services, Brunswick County	Ongoing
	9.1.6	Coordinate with Brunswick County Health Department to ensure the proper design, permitting, and monitoring of septic tank systems where sewer service is not available.	Development Services, Brunswick County	Ongoing

Ongoing: Routine and continuous with no specified end date

Short-term: Within 1- 2 years

Mid-term: Within 2-4 years

Long-term: 5+ years



Goal / Policy	Action #	Action Item	Lead Responsibility	Time Frame
	9.1.7	Oppose the discharge of waste in any areas classified as coastal wetlands, freshwater wetlands (404), or natural heritage areas.	Development Services, DCM	Ongoing
	9.1.8	Oppose the use of package sewage treatment plants near its planning jurisdiction.	Administration	Ongoing
Policy 9.2: Maintain and enhance key public service areas.				
	9.2.1	Evaluate building maintenance, space, equipment, and personnel needs for key City services.	Administration	Short-term
	9.2.2	Coordinate with the Doshier Hospital on future expansions, priority infrastructure upgrades and access and parking issues.	Public Works	Ongoing
Policy 9.3: Ensure the capacity of emergency services as population and visitation increases.				
	9.3.1	Coordinate with the Police and Fire departments to understand trends and needs. » Monitor call, response and traffic trends. » Provide quarterly updates at the Board of Aldermen meetings.	Police and Fire	Ongoing
	9.3.2	Coordinate with Brunswick County to address capacity needs as growth occurs in the former ETJ. » Attend Brunswick County Board of Commissioner meetings and provide quarterly updates on trends.	TBD	Ongoing
	9.3.3	Regularly evaluate facility, equipment and personnel needs to maintain and improve emergency response capabilities. » Maintain a maintenance log for facilities and equipment. » Utilize structural engineers to assess building integrity on a regular basis.	Police and Fire	Ongoing, Mid-term
	9.3.4	Incorporate major staff and capital needs into future budgets and the Capital Improvement Plan (CIP).	Police and Fire	Ongoing
	9.3.5	Continue and enhance community outreach activities.	Police and Fire	Ongoing
	9.3.6	Consider incentives to assist in recruitment and retention of police, fire, and emergency personnel.	Police, Fire, Board of Aldermen	Short-term
	9.3.7	Continue to provide emergency services for Brunswick Nuclear Power Plant and Military Ocean Terminal at Sunny Point.	Police, Fire	Ongoing
Policy 9.4: Enforce and improve stormwater regulations to assist with flood control, encourage groundwater recharge, and reduce pollutants.				
	9.4.1	Require best practices in stormwater management to maintain natural hydrology and reduce erosion, pollutants and stormwater runoff and encourage infiltration and groundwater recharge.	Development Services	Ongoing



Goal / Policy	Action #	Action Item	Lead Responsibility	Time Frame
	9.4.2	Encourage the use of green stormwater infrastructure and low impact development (LID) techniques including bioretention swales, green roofs, pervious pavements and infiltration basins.	Development Services	Mid-term
	9.4.3	Require mitigation measures for any increase in impervious surface from development with limited exceptions for utilities, sidewalks or trails and individual single-family dwellings (not part of a larger development).	Development Services	Short-term
	9.4.4	Enforce regulations related to soil removal and deposit in order to safeguard existing property from negative impacts.	Development Services	Ongoing
	9.4.5	Conduct proactive maintenance of the existing stormwater collection and drainage system.	Public Works	Ongoing
	9.4.6	Continue to conduct condition assessments of inventoried stormwater assets.	Public Works	Short-term
	9.4.7	Pursue grant funding for priority stormwater system enhancements.	Public Works	Short-term
	9.4.8	Study opportunities for integrating stormwater retention, infiltration and treatment on public lands and in rights-of-ways.	Public Works	Mid-term
	9.4.9	Study long-term funding needs for stormwater maintenance and improvement projects.	Public Works	Long-term

Ongoing: Routine and continuous with no specified end date

Short-term: Within 1- 2 years

Mid-term: Within 2-4 years

Long-term: 5+ years



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE:11/3/2025

ITEM SPONSORED BY: Aldermen Carroll

ITEM/TOPIC: Public Comment Policy

JUSTIFICATION: The City has not previously had a formal public comment policy, which has at times resulted in comments exceeding reasonable time limits and lacking proper decorum. The Board and City staff value public input on a wide range of views, ideas, and concerns related to City business and proposed actions.

State law requires local governments to provide an opportunity for public comment at least once per month during a regular meeting. At the same time, state law and the courts recognize that local governments may establish reasonable rules to govern public comment periods.

This proposed policy both upholds the legal requirements of state law and court precedent and affirms the public's right to share their views on City matters. It also ensures that civility, order, and decorum are maintained during all public comment periods, while also respecting everyone's time and the need for the Board to carry out the business before them.

ATTACHMENTS: Proposed Policy

PROPOSED MOTION: Approve a public comment policy



Resolution #25-1103.02

A RESOLUTION OF THE SOUTHPORT BOARD OF ALDERMEN ADOPTING A PUBLIC COMMENT POLICY

WHEREAS, the Board of Aldermen of the City of Southport regularly conducts public comment periods and public hearings where members of the public wish to speak on matters that come before the Board; and

WHEREAS, the Board of Aldermen values the public's comments and wish to provide a process by which comments can be heard and considered with clarity, fairness, and respect; and

WHEREAS, North Carolina General Statutes § 160A-81 and § 160A-81.1 authorize local governing boards to adopt reasonable rules governing the conduct of public comment periods and public hearings, including rules to maintain order and decorum; and

WHEREAS, the Board of Aldermen desires to adopt a unified Public Comment Policy that ensures civility, consistency, and efficiency in all public comment opportunities.

NOW, THEREFORE, BE IT RESOLVED that the Board of Aldermen of the City of Southport hereby adopts the following Public Comment Policy, effective immediately that shall also be incorporated into the Board of Aldermen's Rules of Procedure:

Public Comment Policy

Purpose

The purpose of this Policy is to provide for public comment in a fair, consistent, and informative manner, ensuring that all participants are heard while maintaining order and respect during meetings of the Board of Aldermen. This Policy incorporates the requirements of state law and reflects best practices from other municipalities in North Carolina.

Procedures

1. Public Comment Periods will be scheduled at every regular meeting of the Board of Aldermen.
2. Persons wishing to speak must sign up in advance, providing their full name, address, and topic of comment. No substitutions of speakers are permitted once the meeting begins.
3. Each speaker will be allocated xxxxxx (0) minutes. A spokesperson designated for a group of 3 or more individuals may be allotted up to xxxxxx (0) minutes. The Mayor or presiding officer may adjust these times depending on the number of speakers and the agenda.
4. Speakers may only address the Board once during the public comment period. Comments related to matters scheduled for a formal public hearing shall not be heard during the general public comment period.
5. Speakers must come to the podium, state their name and address, and direct all comments to the Board as a whole.
6. Public comments shall not be related to, promote or disparage any political candidate, campaigns or election matters.
7. Public comments shall be relevant to city business, municipal services, or matters within the jurisdiction of the Board of Aldermen.
8. Speakers should make every effort not to be overly repetitive with the same argument as prior speakers in order to allow other perspectives to be heard and respect everyone's time.
9. Speakers are encouraged to provide written comments to the City Clerk for inclusion in the meeting minutes or if the speaker's comments exceed the allotted time.
10. Members of the public that are not present may send in written comments to the City Clerk who shall read the comments. All written comments shall comply with this policy including the time limit and decorum.

Rules of Decorum

1. Speakers and audience members shall be civil and courteous. Insults, profanity, vulgar language or gestures, personal attacks, threats, or other disruptive behavior will not be tolerated.
2. Comments, questions, or demonstrations from the audience are not permitted. Speakers shall not address or respond to audience members.
3. Speakers should not expect immediate responses from the Board. The Mayor or presiding officer may ask staff to follow up as appropriate.

Public Hearings

1. For zoning or other legislative hearings, the same public comment policy shall apply.

Enforcement

Failure to comply with this Policy may result in the speaker being declared out of order and removed from the meeting. The Mayor or presiding officer has full authority to enforce these rules to ensure orderly proceedings.

Adopted this 3rd day of November, 2025, by the Board of Aldermen of the City of Southport, North Carolina.

Rich Alt

Mayor

ATTEST:

Tori Deviney

City Clerk