



**CITY OF SOUTHPORT
BOARD OF ALDERMEN
REGULAR MEETING AGENDA
223 E. BAY STREET
December 11, 2025
6:00 PM**

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. Maritime Museum Lease-Pgs.3-24
 - 2. Minutes of the November 3, 2025 Regular Aldermen Meeting-Pgs.25-43
 - 3. Minutes of the November 13, 2025 Regular Aldermen Meeting-Pgs.44-49
- G. Agenda**
- H. Recognition of Departing Mayor and Aldermen**
 - 1. Aldermen Frank Lai
 - 2. Mayor Rich Alt
- I. Swearing In of Mayor and Aldermen**
 - 1. Mayor Dr. Joe Pat Hatem
 - 2. Aldermen Karen Mosteller
 - 3. Aldermen Robert Carroll
 - 4. Aldermen Paul Gross
- J. Selection of Mayor Pro-Tem**

K. 2026 Aldermen Regular Meeting Schedule-Pgs.50-51

L. Committee Reports

1. ABC Board-Pgs.52-53

M. Manager's Report

N. Staff Reports

1. Development Services-Pgs.54-64
2. Police-Pg.65
3. Fire-Pgs.66-67
4. Community Relations-Pgs.68-70

O. Mayor and Aldermen Comments

P. Adjourn



BOARD OF ALDERMEN AGENDA ITEM SUMMARY

DATE: 12-11-25

DEPARTMENT: Administration

PRESENTED BY: City Manager Noah Saldo

ITEM/TOPIC: Maritime Museum Property Lease

CITY MANAGER COMMENTS: The City has leased our property at 204 E. Moore St. for years to the State for use as the NC Maritime Museum. The lease has come up for renewal, and the City and State have been working for some time on the new lease so that the Maritime Museum can continue to operate in its current location. The proposed lease is for a 10-year term for \$1 per year, which has been the parameter of the previous leases. I recommend that the Board adopt the proposed lease so that the Maritime Museum may continue operating at this location.

ATTACHMENTS: Proposed Lease

REQUESTED ACTION: Approve the attached lease between the City and the State of North Carolina

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

MASTER LEASE AGREEMENT

THIS MASTER LEASE AGREEMENT (“Lease”), made and entered into as of the last date set forth in the notary acknowledgments below, by and between CITY OF SOUTHPORT, a North Carolina municipal corporation, hereinafter referred to as “Lessor”; and the STATE OF NORTH CAROLINA, a body politic and corporate, hereinafter referred to as “Lessee”;

W I T N E S S E T H:

THAT WHEREAS, the North Carolina Department of Natural and Cultural Resources, Division of State History Museums, has requested and approved the execution of this instrument for the purposes herein specified; and

WHEREAS, the North Carolina Maritime Museum (the “Museum”) at Southport was created pursuant to legislative authority and is an agency of the State of North Carolina pursuant to the provisions of G.S. § 143B-51; and

WHEREAS, the North Carolina Maritime Museum at Southport is operated for the benefit of the citizens of North Carolina and the general public to protect, preserve, and interpret the maritime history of the Lower Cape Fear region; and

WHEREAS, on August 30, 2006, the United States of America, acting by and through the Southeast Regional Director, National Park Service, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder, conveyed by quitclaim deed to the City of Southport, its successors and assigns, subject to certain reservations, exceptions, restrictions conditions and covenants contained therein, all of its right, title and interest in and to that certain land and improvements therein described. Subsequently, a corrective deed was recorded in Deed Book 2634, Page 0269, Brunswick County Register of Deeds Office (hereinafter “Property”), a copy of which corrective deed is attached hereto as **Exhibit A** and made part hereof as hereinafter set out (the quitclaim deed and corrective deed collectively shall hereinafter be referred to as the “Quitclaim Deed”); and

WHEREAS, the Quitclaim Deed requires that the Property be used and maintained for public purposes and that the City of Southport conform to certain requirements with respect to the Property contained in the Quitclaim Deed; and

WHEREAS, the execution of this Lease for and on behalf of Lessee has been duly approved by the Governor and Council of State at a meeting held in the City of Raleigh, North Carolina, on the 7th day of May 2024 and

WHEREAS, the execution of this lease for and on behalf of the Lessor was approved by Resolution at its Board of Alderman regular meeting in Southport, North Carolina on the ___ day of _____, 2025; and

WHEREAS, the parties hereto have mutually agreed to the terms of this Lease as hereinafter set out.

NOW, THEREFORE, in consideration of the Premises, as described herein, and the promises and covenants contained in the terms and conditions hereinafter set forth, Lessor does hereby rent, lease and demise unto Lessee for and during the term and under the terms and conditions hereinafter set forth, those premises or office space, with all rights, privileges and appurtenances thereto belonging, lying and being in the City of Southport, County of Brunswick, North Carolina, and more particularly described as follows:

Being ±8,693 square feet of museum space located at The Fort Johnson Barracks, 204 East Moore Street, South Brunswick County, North Carolina (the "Premises") the location of which is further described in **Exhibit B** and a diagram of the Premises is provided in **Exhibit C**, both attached hereto and incorporated herein by reference.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

1. TO HAVE AND TO HOLD the Premises for an initial term of Ten (10) years commencing on the 1st day of September 2025 (the "Commencement Date"), or as soon thereafter as possession of the Premises is ceded to Lessee and terminating on the 31st day of August 2034 (the "Initial Term").
2. During the Initial Term, Lessee shall pay annual rent for the Premises the sum of One and 00/100 Dollars (\$1.00) for the Term. Said rent to be payable in advance on the first day of the term; provided however, that if possession of the Premises is not ceded to Lessee upon the Commencement Date, then the first payment of rent shall be made within fifteen (15) days after occupancy by Lessee. The Lessee agrees to pay rent to Lessor at the address specified or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

RENEWAL OPTION: The Lessee shall have the option to renew this Lease for one (1) additional five (5) year period (the "Renewal Term"). Lessee shall provide Lessor no less than sixty (60) days written notice of the intent to renew prior to the expiration of the Initial Term. The Initial Term and the Renewal Term are sometimes collectively referred to herein as the "Term." The terms and conditions of this Lease shall remain the same during the Renewal Term. During the Renewal Term, Lessee shall pay the sum of the One and 00/100 Dollars (\$1.00) for the Renewal Term.

3. The Lessee shall not assign this Lease without the written consent of Lessor, which shall not be unreasonably withheld, but shall have the right to sublet the Premises simultaneously for museum-related purposes and activities during the Term of this Lease. Lessee shall provide to Lessor any sublease agreements between Lessee and sublessee

4. Lessee agrees to furnish at Lessee's sole cost and to the satisfaction of Lessee the following:

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold-water facilities, and adequate toilet facilities.
- B. Disposal of trash, including provision for the handling of recyclable items such as aluminum cans, cardboard, and paper.
- C. Maintenance and repairs on HVAC systems.
- D. Required fire extinguishers and servicing, pest control, and outside trash disposal. All pesticides must be applied by a licensed technician.
- E. Window treatments/shade coverings.
- F. All fire or safety inspection fees, if any, shall be paid by Lessee.
- G. All stormwater fees and any land transfer tax.

5. Lessor agrees to furnish at Lessor's sole cost and to the satisfaction of Lessee the following:

- A. To provide paved access to the Premises for ingress and egress and to ensure emergency ingress/egress pathways to the Premises remain open and clear from obstructions.
- B. To maintain lawns, landscaping, trees, sidewalks and paved areas outside of the Premises in a way that encourages accessibility and minimizes the risk of water damage.

6. The number of keys to be provided to Lessee for each lockset shall be reasonably determined by Lessee prior to occupancy and said keys shall be furnished by Lessor to Lessee at no cost to Lessee.

7. During the Term, Lessee shall keep the Premises in good repair and tenantable condition, including but not limited to maintaining the interior and exterior structure of the Museum in an operative condition. Maintenance shall include but is not limited to, furnishing and replacing electrical light tubes and fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessee shall, after notice in writing from Lessor in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of Lessee's employees, property, or invitees, it shall then be lawful for Lessor, in addition to any other remedy Lessor may have, to make such repair at its own cost and charge the amount thereof to Lessee. Lessee reserves the right to assign responsibilities of the Master Lease Agreement. The Lessor and Lessee reserve the right to enter and inspect the Premises, at reasonable times, and to make necessary repairs to the Premises.

8. Lessee accepts the Leased Premises in its present condition. Except as otherwise expressly provided herein, Lessee acknowledges that the Leased Premises is being delivered “as is”, that Lessee has performed preliminary investigations and reviews and has concluded on its own judgement that the Leased Premises are suitable for the purposes intended Lessee’s entry into possession shall constitute conclusive evidence that as of the date thereof the Leased Premises were in good order and satisfactory condition.

9. Lessee shall have the right, during the Term to the Lease, with the Lessor’s prior consent, to make alterations, attach fixtures, and erect additions, structures or signs in or upon the Premises. Any such fixtures, additions, structures or signs so placed in or upon or attached to the Premises under this Lease or any prior lease of which this Lease is an extension or renewal shall be and remain the property of Lessee and may be removed therefrom by Lessee prior to the termination of this Lease or any renewal or extension thereof, or within a reasonable time thereafter.

10. If the Premises are destroyed by fire or other casualty, without fault of Lessee, this Lease shall immediately terminate, and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of Lessee, so as to render the Premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or Lessee may terminate this Lease by giving fifteen (15) days written notice to Lessor.

11. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this Lease and provided that Lessor could reasonably have complied with said requirement.

12. Upon termination of this Lease, Lessee will peaceably surrender the Premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this Lease, excepted. The Lessee shall have no duty to remove any improvement or fixture placed by it on the Premises or to restore any portion of the Premises altered by it. In the event, Lessee elects to remove its improvements or fixtures and such removal causes damage or injury to the Premises, Lessee will repair only to the extent of any such damage or injury.

13. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited (a) in the United States mail, certified and postage prepaid or (b) nationally recognized overnight courier with all fees prepaid and addressed as follows:

to Lessor: City of Southport
Attn: City Manager
1029 N. Howe Street
Southport, North Carolina 28461

to Lessee: North Carolina Museum of History
Attn: Division Director
5 East Edenton Street
Raleigh, North Carolina 27601-1011

w/ copy to: State Property Office
Attn: Manager, Leasing and Space Planning Section
1321 Mail Service Center
Raleigh, North Carolina 27699-1321

Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

14. The Lessee shall be responsible for keeping the Premises clear, safe, and free from hazards that could result in personal injury or property damage and for reporting hazards to City of Southport and the State of North Carolina.

15. The Lessor agrees that Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the Term peaceably and quietly have, hold, and enjoy the Premises free from the adverse claims of any person.

16. Lessor agrees that Lessee's decision to self-insure satisfies all insurance requirements of the Lease applicable to Lessee.

17. Lessee is an immune sovereign and is not ordinarily subject to suit. However, Lessee has enacted Chapter 143, Article 31, of the North Carolina General Statutes (the "Tort Claims Act"), pursuant to which Lessee may be liable, within the terms of the Tort Claims Act, for the torts of its officers, employees and agents. Accordingly, Lessee's liability for any claims shall be limited to the extent and manner of recovery provided in the Tort Claims Act. No provision herein shall be construed as constituting a waiver of Lessee's sovereign immunity or Lessee's immunity under the Eleventh Amendment of the Constitution of the United States.

18. The Lessor and its authorized officers, agents and employees, shall have access to the Premises at reasonable times, and anytime in case of an emergency. The Lessee understands and agrees that this access shall include employees or agents of the National Park Service to ensure compliance with the terms of the Quitclaim deed.

19. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof shall be valid unless in writing and signed and agreed to by both parties.

20. In addition to any other termination provision contained herein, the failure of any party to observe any of the provisions of this Lease shall constitute a breach of the Lease for which any

party may terminate the Lease upon providing one hundred eighty (180) days written notice to the other Parties. The Lessor shall have the right to terminate this Lease without obligation or liability to the Lessee or any sublessee if the Museum closes for more than thirty (30) consecutive business days except for closures due to renovation or repairs, or city, state, or federally mandated closures

21. Any holding over after the expiration of the Initial Term or any Renewal Term, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

22. This Lease constitutes the entire agreement between the parties and supersedes any prior agreements or Lease agreements between the parties concerning the subject matter hereof.

23. The parties to this Lease agree and understand that the continuation of this Lease for the Term is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of Lessee responsible for payment of said rental. The parties to this Lease also agree that in the event the agency of Lessee or that body responsible for the appropriation of said funds, in its sole discretion, determines in view of its total local office operations that available funding for the payment of rents is insufficient to continue the operation of its local office on the Premise, it may choose to terminate this Lease by giving Lessor written notice of said termination, and this Lease shall terminate immediately without any further liability to Lessee.

24. Each person executing this Lease on behalf of Lessor does hereby represent and warrant that, if applicable: (a) Lessor is a duly organized municipality in good standing in this State, (b) Lessor has full lawful right and authority to enter into this Lease and to perform all of its obligations hereunder, and (c) each person signing this Lease on behalf of Lessor is duly and validly authorized to do so.

25. This Lease shall be binding upon and inure to the benefit of Lessor and Lessee, their successors and permitted assigns.

26. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina, regardless of conflict of law principles, and court actions arising therefrom may be brought only within the courts of the State of North Carolina or in a court of suitable federal jurisdiction.

27. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. No provision hereof shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

28. North Carolina General Statute §133-32 prohibits the offer to, or acceptance by, any employee of Lessee of any gift from anyone with a contract with Lessee, or from any person

seeking to do business with Lessee. By execution of this Lease, Lessor attests that Lessor has not offered, accepted, or promised any such gifts and that Lessor is not aware that any such gifts have been offered, accepted, or promised by any of Lessor's employees or agents.

IN TESTIMONY WHEREOF, this Lease has been duly executed by the parties hereto, in duplicate originals, as of the dates set forth in the notary acknowledgments below.

LESSEE:

CITY OF _____,
a North Carolina municipal corporation

By:

Print Name:

Title:

ATTEST:

City Clerk (Seal)

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and State do hereby certify that _____ personally came before me this day and acknowledged that he/she is the City Clerk of the City of _____ and that by authority duly given and as an act of the City of _____, the foregoing instrument was signed by _____, its _____ (title), attested by himself/herself as Clerk and sealed with the common seal.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____ day of _____, 202__.

(SEAL)

Notary Public _____

Print Name: _____

My Commission Expires: _____

STATE OF NORTH CAROLINA

By: _____
Governor

ATTEST:

Secretary of State

APPROVED AS TO FORM:

JEFF JACKSON, Attorney General

By: _____
Special Deputy Attorney General

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, _____, a Notary Public for _____ County, North Carolina, do certify that ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, personally came before me this day and acknowledged that she is Secretary of State of the State of North Carolina and that by authority duly given and as an act of the State, the foregoing instrument was signed in its name by JOSH STEIN, Governor of the State of North Carolina, sealed with the Great Seal of the State of North Carolina, and attested by herself as Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____ day of _____, 2025.

(SEAL)

Notary Public _____

Print Name: _____

My Commission Expires: _____

EXHIBIT A



B2634 P0269 06-29-2007 10:55:38.000
Robert J. Robinson
Brunswick County, NC Register of Deeds page 1 of 10

Presenter Mike Isenbers Ret: IS
10 - Total 41 Rev _____ Int. IS
Ck \$ 41 Cr # 2409 Cash \$ _____
Refund: _____ Cash \$ _____ Finance _____
 Portions of document are illegible due to condition of original.
 Document contains seals verified by original instrument that cannot be reproduced or copied.

CORRECTIVE QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Southeast Regional Director, National Park Service, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder (hereinafter designated "Grantor"), for and in consideration of the perpetual use of the hereinafter described premises for public park and public recreation area purposes by the City of Southport, North Carolina (hereinafter designated "Grantee"), released and quitclaimed to Grantee, and to its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter expressed and set forth, all Grantor's right, title and interest in and to the following approximately 6.00 acres (2.428 hectares) of property, known as the Fort Johnston Family Housing Area, City of Southport, Brunswick County, North Carolina, located at 203 East Bay Street, City of Southport, Brunswick County, North Carolina 28461, bounded on the northwest by Moore Street (North Carolina Highway 211), on the southwest by Davis Street, on the northeast by Ft. Johnston Place, and on the southeast by the Cape Fear River. Bay Street extends across the property on the southeast side connecting the two segments of the street on either side of the property. It includes the following improvements:

- Building 400 - Carport
- Building 401 - Garrison House
- Building 402 - Playground
- Building 403 - Three bedroom duplex
- Building 404 - Two bedroom duplex
- Building 405 - Tennis court

The conveyed property is more particularly described as follows:

All that tract or parcel of land situate in the City of Southport, Brunswick County, North Carolina known as Fort Johnston, being described more particularly as:

Beginning at an existing iron pin located within the right-of-way of Davis Street, thence the following bearings and distances: N 77° 30' E 143.90 feet to a stone, N 55° 00' E 232 feet to a point, said point located approximately 10 feet from a U.S. corner stone, thence along the U.S. right-of-way line S 35° 00' E 451 feet to a point on the high water line of the Cape Fear River, thence meandering along the high water line of the Cape Fear River in a southwesterly direction approximately 551 feet to a point, thence leaving the high water line of the Cape Fear River N 12° 30' W 50 feet to a U.S. corner stone and N 12° 30' W 410 feet to the point of beginning and containing 6.0 acres more or less.

This conveyance is made subject to any and all existing rights-of-way, easements and covenants and agreements affecting the above-described premises, whether or not the same now appear of record, including but not limited to the following:

Prepared by U. S. Government Grantee address: 201 E. Moore St.
Southport, NC

1. A revocable license issued to the Southport Light and Power Company on January 3, 1913 for construction and maintenance of an electric transmission line.

To Have and to Hold the hereinbefore described property, subject to the reservations, exceptions, restrictions, conditions and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders promulgated thereunder, the General Services Administration determined the subject property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for further conveyance to the City of Southport, North Carolina.

The purpose of this corrective quitclaim deed is to correct an error in two survey calls of the conveyed property described in the original quitclaim deed to the City of Southport, North Carolina, which deed was executed by the United States of America on August 30, 2006 and recorded in the Brunswick County, North Carolina Register of Deeds, Book 2465, Pages 0454 - 0467 on September 6, 2006.

It is agreed and understood by and between the Grantor and Grantee, and the Grantee, by its acceptance of this deed, does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. The property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the Program of Utilization and Plan contained in the application, submitted by the Grantee on April 21, 2005, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

2. The Grantee shall, within 6 months of the date of this deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area which says:

This park land was acquired through the FEDERAL LANDS TO PARKS PROGRAM of the United States Department of the Interior, National Park Service, for the public's recreational use and enjoyment.

3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes, subject to the same terms and conditions in the original instrument of conveyance. Any mortgage, lien, or any other encumbrance not wholly subordinate to the reverter interest of the Grantor shall

constitute an impermissible disposal. However, this provision shall not preclude the Grantee and its successors or assigns from issuing revenue or other bonds related to the use of the property to the extent that such bond shall not in any way restrict, encumber, or constitute a lien on the property. Further, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

4. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding 2-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.

5. All revenue received by the Grantee through concession agreements, use permits, or other fees generated by activities on the property shall be used only for the implementation of an approved Program of Utilization or the operation of park and recreation facilities and programs on the property. After the Program of Utilization is completed, and as long as the property is properly and sufficiently operated and maintained, the revenue may be used for other public park and recreational purposes by the Grantee. Any revenue received by the Grantee which is generated on or by the operation of the property shall not be used for non-recreational purposes. Any revenue received by the Grantee which is generated through the operation of the property shall be listed and accounted for in its biennial reports to the National Park Service.

6. The Grantor, and any representative it may so delegate, shall have the right of entry upon said premises at any time to conduct inspections of the property for the purpose of evaluating the Grantee's compliance with the terms and conditions of this deed.

7. As part of the consideration for the Deed, the Grantee covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1); (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant, and (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors and assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical

classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

8. The Grantee agrees to comply with the requirements of Public Law 90-480 (82 Stat. 718), the Architectural Barriers Act of 1968, as amended by Public Law 91-205 of 1970 (84 Stat. 49), and the Americans with Disabilities Act of 1990 (104 Stat. 337) to assure that development of facilities on conveyed surplus properties for public park and recreation purposes are accessible to the physically handicapped; and, further assure in accordance with Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394), that no otherwise qualified handicapped individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9. The Grantee, by acceptance of this deed, acknowledges that it has received the following notice of hazardous substance activity and reservation of access by the Grantor concerning the herein described lands. Each of these statements is given by the Grantor in compliance with Section 120(h)(3) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. §9620(h)(3):

(A) NOTICE Regarding Hazardous Substance Activity. Pursuant to 40 C.F.R. 373.2 and Section 120(h)(3)(A)(I) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. § 9620(h)(3)(A)(I), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the conveyed property.

(B) CERCLA Covenant. The Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the subject property on the date of this conveyance.

(1) This covenant shall not apply:

(a) in any case in which Grantee, its successors or assigns, or any successor in interest to the subject property or part thereof is a Potentially Responsible Party (PRP) with respect to the subject property immediately prior to the date of this conveyance; or

(b) to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successors or assigns, or any party in possession after the date of this conveyance that either:

(I) results in a release or threatened release of a hazardous substance that was not located on the subject property on the date of this conveyance; or

(ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(2) In the event Grantee, its successors or assigns, seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, Grantee, its successors or assigns, shall provide Grantor 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

(a) the associated contamination existed prior to the date of this conveyance; and

(b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successors or assigns, or any party in possession.

(C) Access. Grantor reserves a right of access to all portions of the subject property for environmental investigation, rededication or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title holder) to enter upon the subject property and conduct investigations and surveys, to include drilling, test-pitting, bores, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells and pump wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with Grantee, its successors and assigns, and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

10. NOTICE Regarding Asbestos-Containing Materials. Grantee acknowledges that it was warned that the property contains asbestos-containing materials; the material sampled included thermal system insulation (TSI) on/in vinyl asbestos floor tile, and it is possible that it may occur in other areas. The unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction places have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection

Agency (EPA) regulate asbestos because the potential hazards associated with exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

Grantee acknowledges that it was invited, urged and cautioned to inspect the property prior to acquiring the property, especially as to its asbestos content and condition and any hazardous environmental conditions relating thereto. Grantee acknowledges that it relied solely on its own judgment in assessing the overall condition of the property, including without limitation, any asbestos hazards or concerns.

Grantee acknowledges that no warranties either express or implied are given with regard to the condition of the property including without limitation, whether the property does or does not contain asbestos or is not safe for a particular purpose. Grantor assumes no liability for damages for personal injury, illness, disability or death, to the Grantee, or to the Grantee's successors, assigns, employees, invitees, or any other person subject to Grantee's control or directions, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

11. Grantee acknowledges that this property is listed on the National Register of Historic Places. Grantee shall be on the lookout for archeological artifacts during any construction activities and shall take appropriate action should any artifacts be discovered. Grantee shall comply with the provisions of 36 C.F.R. Part 800, regarding protection of historic and cultural properties. Grantee's development plans shall avoid sites identified by a Cultural Resources Assessment of the property, and, prior to any alteration or construction on the property, Grantee shall consult with the North Carolina State Historic Preservation Office. The Grantee agrees that the structures situated on the said property will be preserved and maintained in accordance with plans approved in writing by the North Carolina State Historic Preservation Office and development of the property shall be in compliance with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings and the development plans shall be approved by the North Carolina State Historic Preservation Office.

Historic Preservation Covenant. Further, Grantee covenants and agrees that in the event the property is sold or otherwise disposed of the following covenants and restrictions shall be inserted in the instrument of conveyance:

A. The Grantee acknowledges that the Fort Johnston property is listed in the National Register of Historic Places and that the property will be preserved and maintained in accordance with the Fort Johnston Historic Preservation Plan as set forth in Exhibit "A", which is attached hereto and made a part hereof.

B. The Grantee shall identify a responsible party (Owner) for the implementation of the Historic Preservation Plan. The Grantee shall notify the North Carolina State Historic Preservation Office (SHPO) in writing of the responsible party within sixty (60) days of conveyance.

C. In the event of violation of the above restrictions, the General Services Administration (GSA) or the SHPO may institute a suit to enjoin such violation or for damages by reason of any breach thereof.

D. These restrictions shall be binding on the Grantee and its successors and assigns in perpetuity.

E. The acceptance of the delivery of this Deed shall constitute conclusive evidence of the agreement of the Grantee to be bound by the conditions, restrictions, and limitations, and to perform the obligations herein set forth.

F. If, as a result of consultation required by the SHPO, the Grantee, its successors and assigns, and the SHPO are unable to agree on a proposed undertaking, the Grantee shall forward all documentation relevant to the dispute to the ACHP. The Grantee, its successors and assigns, SHPO and the ACHP shall reach an agreement regarding the proposed development. If such an agreement cannot be reached, the ACHP shall forward all relevant project materials with comments to GSA. GSA will consider such comments; and, if necessary, take action in accordance with the terms and conditions of these covenants.

12. The Grantee covenants for itself, its successors and assigns, and every successor in interest to the property herein described, or any part thereof, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulation, Part 77, entitled "Objects Affecting Navigable Airspace", or under authority of the Federal Aviation Act of 1958, as amended.

13. The Grantee agrees to comply with the National Environmental Policy Act of 1969, as amended, the 1977 Amendments to the Federal Water Pollution Control Act (Clean Water Act of 1977), the Federal Disaster Protection Act of 1973 (87 Stat. 975), Executive Order 11288, Executive Order 11990 (May 24, 1977) for Protection of Wetlands and Executive Order 11988 (May 24, 1977) for Floodplain Management, where and to the extent said Amendments and Orders are applicable to the property herein conveyed, and Grantee shall be subject to any use restrictions issued under said Amendments and Orders.

14. The structures on this site were erected prior to 1978, at which time the use of lead-based paint (LBP) was common throughout the United States, including on government buildings. The age of the structures on the subject property suggests that there is a likelihood that LBP is present on these structures. While there have been significant efforts to limit dosages of lead in the



workplace, these efforts to date have not identified the historical use of LBP as requiring special measures. Therefore no action has been taken with regard to LBP. The Grantee acknowledges that there is LBP on the structures and will comply with the regulations regarding LBP. Grantee agrees to indemnify the United States from any liability arising by reason of the Grantee's failure to comply with these regulations. Further, the Grantee shall be responsible for abating all LBP hazards prior to occupancy of the property by children six (6) years of age and under, as described in 24 C.F.R. § 35.24.

15. If any of the buildings that are on the property at the date of this deed are subsequently demolished, and any document box is found, which should be located behind the cornerstone, the Grantee agrees that it shall remain the property of the United States Government and shall be delivered unopened, to the National Archives and Records Administration, Washington, D.C.

16. The Grantee shall comply with all applicable Federal, State, and local laws, regulations and standards that are or may become applicable to the Grantee's activities on the property being conveyed.

17. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to said premises shall revert to and become the property of the Grantor at its option, which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Department of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect. The Grantee, by its acceptance of this deed, covenants and agrees for itself, and its successors and assigns, that in the event the Grantor exercises its option to revert all right, title, and interest in the property to the Grantor, or the Grantee voluntarily returns title to the property in lieu of a reverter, then the Grantee shall provide protection to and maintenance of said property at all times until such time as the title is actually reverted or returned to and accepted by the Grantor, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in its Federal Property Management Regulations, 41 C.F.R. 101 - 47.402, in effect at the time of the reversion.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the 25 day of JUNE, 2007.

UNITED STATES OF AMERICA
acting by and through the



B2634 P0277 06-29-2007 10:55:38.000
Robert J. Robinson
Brunswick County, NC Register of Deeds page 9 of 10

Secretary of the Interior

Through:

Regional Director
Southeast Region
National Park Service

WITNESSES:

[Signature]

Carolyn Bard

By: [Signature]
Chris Abbett
Acting Chief, Recreation and
Conservation Division

STATE OF GEORGIA)
)ss
COUNTY OF FULTON)

On this 25th day of JUNE, 2007, before me, the subscriber, personally appeared Chris Abbett, Chief, Recreation and Conservation Division, National Park Service, of the United States Department of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designated, empowered and authorized so to do by said Secretary and he acknowledges that he executed the foregoing instrument for and on behalf of the United States of America for the purposes and uses therein described.

William Lamar Hue
NOTARY PUBLIC



My commission expires:
APRIL 19, 2010

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants and agreements therein contained.

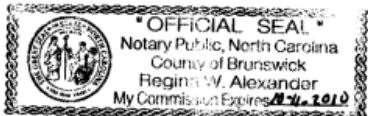


CITY OF SOUTHPORT
STATE OF NORTH CAROLINA

By: Norman R. Holden
Norman R. Holden
Mayor

STATE OF NORTH CAROLINA)
)ss
COUNTY OF BRUNSWICK)

On this 28 day of June, 2007, before me, the undersigned Officer, personally appeared Norman R. Holden, to me known and known to me to be the same person whose name is subscribed to the foregoing acceptance, who being by me duly sworn, did depose and say that he is Mayor of the City of Southport, North Carolina, that he is duly designated, empowered and authorized by Resolution/Certification of Authority to Acquire Property by the Board of Alderman of the City of Southport, North Carolina, which resolution was presented and adopted on March 10, 2005, to execute the foregoing acceptance and sign his name thereto; and that he signed his name thereto and acknowledges that he executed the foregoing instrument for and on behalf of the City of Southport, North Carolina, for the purposes and uses therein described.



Regina W. Alexander
NOTARY PUBLIC

My Commission expires:
10-11-2010

EXHIBIT B

2/24/25, 12:09 PM

Google Earth

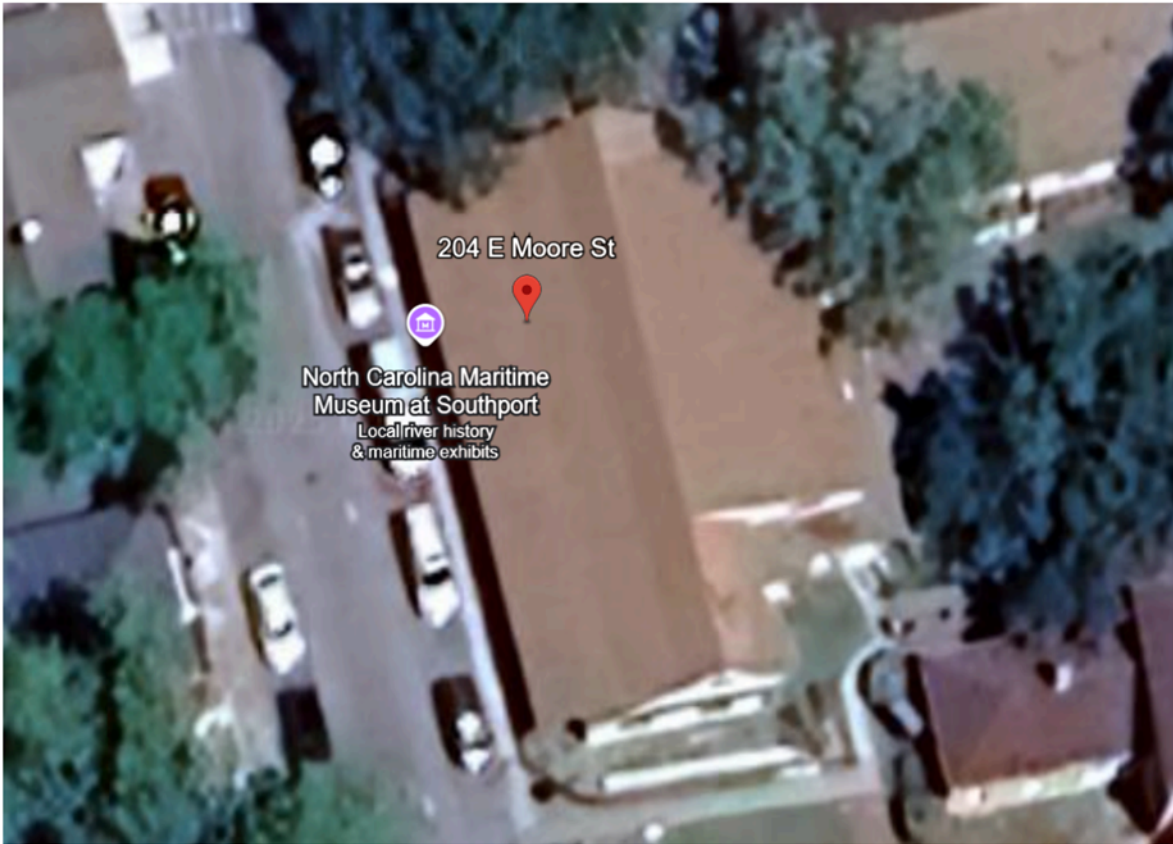
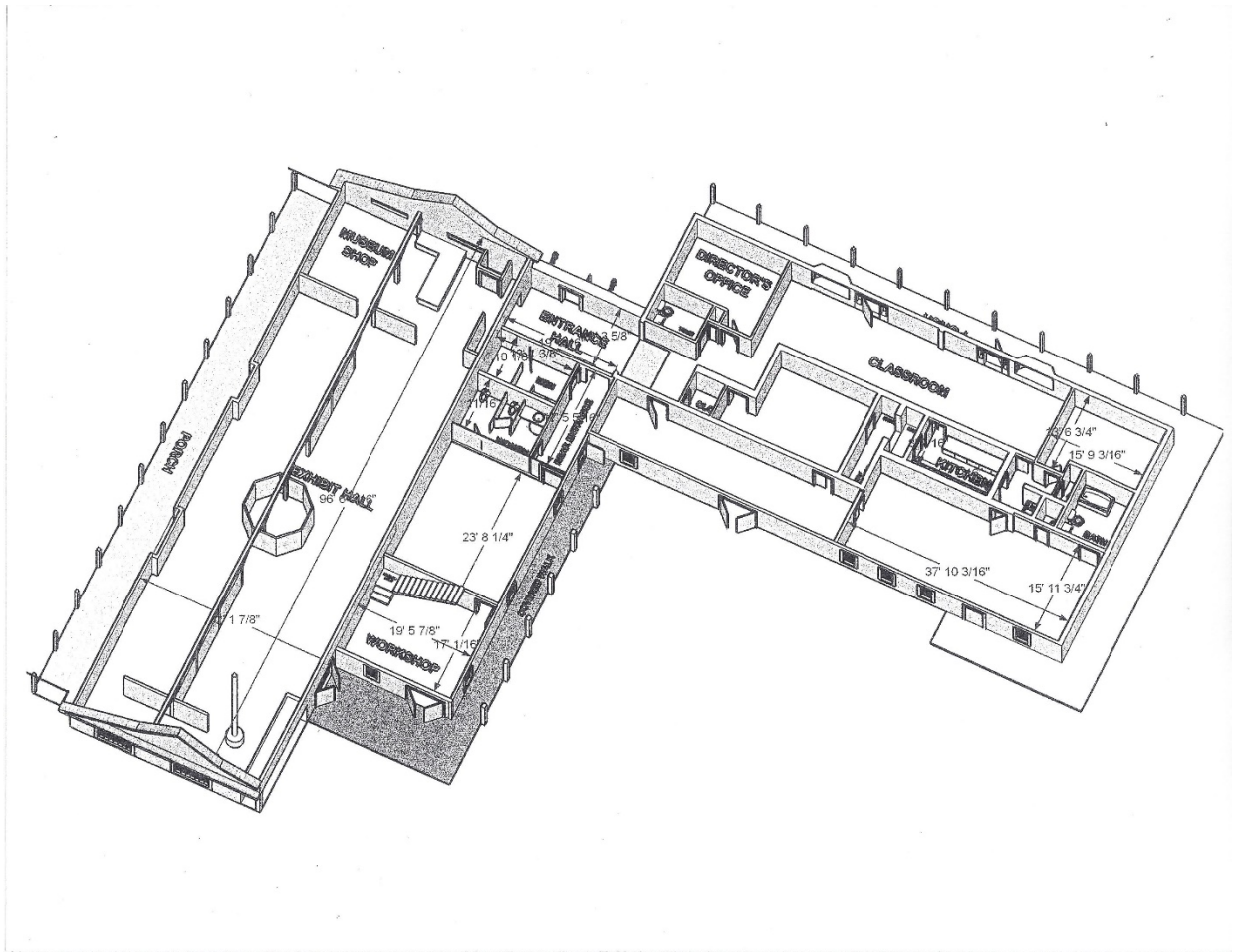


EXHIBIT C





**CITY OF SOUTHPORT
BOARD OF ALDERMEN – REGULAR MEETING
COMMUNITY BUILDING
223 E BAY STREET, SOUTHPORT NC 28461
NOVEMBER 3, 2025 | 10:00 AM**

Present Members:

Mayor Pro-Tem Rebecca Kelley, Alderman Karen Mosteller, Alderman Robert Carroll, Alderman Lowe Davis, Alderman Frank Lai, and Aldermen Marc Spencer

Members Absent:

Mayor Rich Alt

Staff Present:

City Manager Noah Saldo, City Clerk Tori Deviney, Deputy Clerk Scott Baillargeon Public Information Officer ChyAnn Ketchum, Planning Services Director Maureen Meehan, Police Chief Todd Coring, Public Works Director Tom Stanley, City Engineer Tom Zilinek, City Engineer Bob Jarvis, Parks and Recreation Director Heather Hemphill

A. Call to Order

The meeting was called to order at 10:00 a.m. by Mayor Pro-Tem Kelley, who presided in the absence of Mayor Alt.

B. Invocation

Alderman Davis offered the invocation

C. Pledge of Allegiance

Mayor Pro-Tem Kelley led everyone in the Pledge of Allegiance

Mayor Pro-Tem Kelley noted that Mayor Alt had to travel out of town due to a death in the family. He was expected to return later that afternoon but was unable to attend this meeting. Mayor Pro-Tem Kelley stated that she had spoken with him at length regarding the agenda and that he would follow the meeting as his travel schedule allowed.

D. Public Comment

Mayor Pro-Tem Kelley asked if anyone had signed up for public comment. City Clerk Tori Deviney reported that no one had signed up.

No public comment was received.

E. Consent Agenda – Initial Discussion

A motion was made by Alderman Spencer and seconded by Alderman Mosteller to approve the Consent Agenda.

City Manager Saldo offered a brief explanation of each item before the Board took action.

City Manager Saldo noted that the first item concerned the City's annual sidewalk repair contract, which had already been funded in the FY26 budget. The contract followed a competitive bid process and would allow several sidewalk segments around town to be repaired over the next few months.

The second item involved structural repairs to the Indian Trail Meeting Hall, also approved as part of the budget. Following a structural analysis, several concerns were identified as needing corrective work. Alderman Davis questioned where the problems were specifically. City Manager Saldo asked Public Services Director Tom Stanley to come forward and provide additional detail.

Mayor Pro-Tem Kelley interjected to read the ethics statement.

No conflicts were disclosed.

Director Stanley explained that the repairs would focus on the crawl space and the floor structure, where soft spots had been discovered during inspection. The structural assessment revealed termite and rot damage, requiring replacement of the girders around the building. He also reported brick and lintel damage along the rear wall that would need to be repaired, and a new rear door would be installed.

Because the work involved structural reinforcement, Director Stanley added that the floor system would be brought up to current meeting-facility code standards, increasing the load capacity to 100 pounds per square foot.

Alderman Davis inquired whether the front steps met code. Director Stanley clarified that although he is not the building inspector, the front steps and railings met code at the time of installation and continue to be treated as compliant unless altered. He noted that the front deck has roughly a two-inch sag and will also be repaired, acknowledging that once lifted, additional issues may surface, a common challenge with older buildings.

City Manager Saldo proceeded to the next item, the Community Building deck. He explained that the deck had been budgeted for repairs this year and is in need of replacement. The contract

would remove the existing structure and rebuild the deck in a similar configuration, resulting in a new, safe outdoor space for community events.

City Manager Saldo then presented a resolution supporting the City's application for the Bonnet's Creek Flood Reduction Grant. The resolution would designate the City Manager and City Engineer Tom Zilinek. as authorized officials. If funded, the project would support ongoing stormwater mitigation efforts throughout the community.

Finally, City Manager Saldo explained that the Fire Department would soon undergo its ISO inspection and required a resolution formally affirming that it is the official fire department of the City of Southport, as part of the inspection documentation.

Alderman Davis stated that she was supportive of four of the five items and asked whether one item could be removed and voted on separately. Mayor Pro-Tem Kelley reminded the Board that a motion and second to approve the Consent Agenda were already on the floor.

During this discussion, Alderman Carroll noted that the Board had not yet approved the regular agenda, which should procedurally come before the Consent Agenda. To correct the overlook, Mayor Pro-Tem Kelley asked that the motion on the Consent Agenda be withdrawn so the Board could return to the agenda approval.

It was agreed that Item F3, the Community Building Deck Replacement Contract, could be separated from the Consent Agenda and addressed individually.

Alderman Davis made a motion to move Item F3 from the Consent Agenda to the Regular Agenda as Item G1, and the motion was seconded by Alderman Spencer. Motion passed unanimously.

Mayor Pro-Tem Kelley called for a motion to approve the regular agenda as amended, which was given by Alderman Lai and seconded by Alderman Spencer. Motion passed unanimously.

The Board then returned to the Consent Agenda, now excluding Item F3.

A motion to approve the revised Consent Agenda was made by Alderman Lai and seconded by Aldermen Spencer. Motion passed unanimously.

F. Agenda

1. Community Building Deck Replacement Contract

Alderman Davis opened the discussion by reiterating her ongoing opposition to replacing the Community Building decking. She stated that she believed the City should "give it a try" by removing the deck entirely and allowing the area to remain grass rather than rebuilding it. She explained that for weddings and other events, where guests often process from the building steps toward the outdoor space, a red carpet runner could be used instead, a common practice at many outdoor venues. Alderman Davis argued that this approach could save the City as much as \$55,000 and would be more environmentally friendly.

Alderman Carroll pointed out that the full \$55,000 would not actually be saved, as the existing deck would still need to be demolished and the area would need to be graded and replanted. Mayor Pro-Tem Kelley suggested that the installation of irrigation, could cost more than rebuilding the deck. Alderman Davis acknowledged the point but argued that even saving a portion of the cost, such as \$25,000, would still represent meaningful savings to taxpayers.

Alderman Mosteller expressed concerns about the long-term maintenance requirements of grass in that location saying it is not as environmentally responsible to use ongoing watering of grass to try to maintain a golf course like patch outside of here. She noted that to maintain the appearance expected for weddings and similar events, the lawn would have to be kept at a such a standard, which would require continual watering and care. She added that many of the venues that successfully use grassy areas for events are large hotels or “uber-venues” with ideal growing conditions or resources for intensive maintenance. The presence of a large tree shading the area at the Community Building, she explained, would make growing and sustaining such grass especially difficult.

Alderman Mosteller then made a motion to approve the contract for deck replacement. Alderman Lai seconded her motion. Mayor Pro-Tem Kelley asked her to read the motion into the record. Alderman Carroll read the motion for Alderman Mosteller.

Motion: 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, as recommended by staff, and authorize the execution of all necessary documents to proceed with the project.

There being no further discussion, Mayor Pro-Tem Kelley called for a vote.

Motion passed with majority vote 5-1, with Alderman Davis voting against, and all other members voting in favor.

Yay - Alderman Lai
Yay - Alderman Spencer
Yay - Alderman Mosteller
Yay - Alderman Carroll
Yay – Mayor Pro-Tem Kelley
Nay - Alderman Davis

2. Shoreline Stabilization

City Engineer Bob Jarvis explained that the Cape Fear River shoreline within the City of Southport continues to experience significant and increasing erosion. He noted that the erosion is driven by multiple factors, including storm-related wave action, boat and ship traffic, and the effects of ongoing sea level increase. The City’s engineering consultants, formerly Olsen

Associates, now operating as FA Olsen, have been assisting the City with the design, permitting, and construction components of shoreline protection elements.

To date, the consultants have completed comprehensive topographic and cultural resource surveys, assisted with easement acquisition, and advanced the overall project design. Permit applications for Phases 1 and 2 of the project have been submitted and are currently under review by CAMA and other state and federal agencies. Mr. Jarvis reported that the applications were accepted with very few questions, and there is no indication that the reviews will be delayed.

Mr. Jarvis explained that Phase 1 includes installation of a rock revetment extending from the area near Atlantic Avenue toward the Riverside Motel. Under Task Order No. 6, the consultant would prepare updated topographic surveys, final design, and full bidding documents for Phase 2, along with bid-phase services.

Mr. Jarvis went on to outline the expected timeline for the project. He explained that permit approvals are anticipated by spring of 2026, and possibly sooner if the review process continues without issue. He explained that the applications were accepted with very few questions, which gives staff reason to be optimistic about timely approval early next year. While the permit reviews are underway, the consultants will be completing the construction documents, allowing those materials to be ready as soon as approvals are issued. Once the permits are granted, the project would move directly into the bidding phase, also expected to take place in the spring of 2026.

Mr. Jarvis stated that the City anticipates awarding a construction contract and issuing a notice to proceed by late spring of 2026. Construction would begin immediately thereafter and is expected to last approximately four months, placing the projected completion date in the latter part of 2026.

Alderman Davis inquired about the deadline to get things going. Mr. Jarvis clarified that the City must encumber the project funding by June 30, 2026, meaning the City must award the construction contract by that date to a contractor. Construction does not need to be completed by the deadline. Based on the current schedule provided by the consultants and the positive feedback received during the permitting process, Mr. Jarvis stated that staff does not anticipate any difficulty meeting this requirement.

Alderman Mosteller asked for a breakdown of expenditures to date on the \$5 million grant funding the project. City Manager Saldo reported that only a small amount, the majority, \$40,000, has been spent on consultant work and legal fees associated with easements. The bulk of the funding will be used for the construction phase.

Alderman Mosteller expressed concern about ensuring that no funding is left unused, asking whether the City anticipates being able to obligate the full amount. Mr. Jarvis stated that current estimates indicate the City will be able to utilize the full \$5 million, with “add alternates”

included in the construction contract. If the total cost of the base project and alternates comes in above the funding amount, one or more alternates can simply be removed to stay within budget.

Mr. Jarvis noted that projects of this scale typically include consultant and construction oversight fees of around 10 percent, meaning those costs will increase as the project advances through final design and construction, further contributing to the full expenditure of the available funds.

Alderman Carroll then turned to the map in the packet and asked for clarification on the limits of Phase 1, noting that the depiction appeared not to extend all the way to Atlantic Street and seemed to stop near private property on Moore Street.

Mr. Jarvis confirmed that the map was accurate and explained that Phase 1 does, in fact, end just beyond that area and transitions near the private property line. He added that the contractors will reinforce the existing revetment installed during earlier emergency efforts on Bay Street, and additional revetment will be placed along the bulkhead near the waterfront park, restaurant, and motel. The remaining shoreline enhancement, including beach reestablishment and the installation of offshore breakwaters, will occur during Phase 2, further down the shoreline.

Alderman Davis asked whether all easements had been secured. Mr. Jarvis confirmed that the easements are in place and the Phase 1 limits shown on the handout are accurate.

Alderman Mosteller noted that the consultant's notes referenced "spring" and "early summer" of 2026, pointing out that summer does not officially begin until June 20. Given the June 30, 2026 funding deadline, she expressed worry that this left only a narrow window, roughly 60 days, for the City to finalize contract awards if the schedule tightened.

Mr. Jarvis responded that the uncertainty in the dates was largely due to the permitting process. He explained that all indications so far were positive, with the applications accepted and very few questions raised, and that the City should receive approvals within the standard 75-day review period. He acknowledged that his earlier timeline may have been "more pessimistic than optimistic," and stated that staff anticipates being able to award the construction contract by June 1 at the latest.

Alderman Mosteller asked whether expedited permitting was possible, but Mr. Jarvis explained that with nearly 15 different entities involved, there is no mechanism to pay for accelerated review. City Manager Saldo added that the City has already reached out to state and federal representatives to help apply pressure at the State level to keep the process moving.

Alderman Carroll questioned if they thought they could get an extension on the deadline. City Manager Saldo noted that staff had asked Representative Miller previously but had been told that no further extensions would be granted again. Despite these concerns, both Mr. Jarvis and City Manager Saldo expressed confidence that the City could meet the deadline if agencies stay on track.

Alderman Spencer then asked whether the section of shoreline being addressed in Phase 1 was the deepest part of the channel and therefore the most expensive to stabilize because the depth of the channel. Mr. Jarvis confirmed that this portion of the river is indeed deeper offshore; however, he explained that the work planned for Phase 1 involves placing a rock veneer along the existing shoreline edge. Because the contractor will not need to extend far into the deeper channel to complete this portion of the project, it should not be more expensive than other end. Access from the shore will allow the work to proceed efficiently.

Alderman Lair emphasized the urgency of moving forward. He noted that, without action, continued wave action, ship traffic, and sea level rise would soon push the shoreline out to Bay Street. He stated that this project is “absolutely essential” for Southport. Mr. Jarvis stated the City has already implemented emergency measures at other points along Bay Street to protect infrastructure, the street and sidewalk, from eroding.

Alderman Carroll made a motion to authorize the approval of FA Olsen Associates Task Order No. 06 to continue the design work and prepare bidding documents for the shoreline stabilization project. The motion was seconded by Alderman Lai.

Motion passed unanimously.

3. UDO Text Amendments

Planning Services Director Maureen Meehan introduced the discussion on proposed updates to the Unified Development Ordinance (UDO). She explained that updates to the UDO had been paused while the City completed its Comprehensive Plan, which was formally adopted in October, hence coming back and revisiting the UDO. At the Board’s September meeting, members of both the Board of Aldermen and the Planning Board were asked to submit topics, ideas, recommendations, and updates for the UDO. Staff compiled those submissions and organized them by UDO section for clarity.

Director Meehan also included policy references from the newly adopted Comprehensive Plan to demonstrate alignment between proposed ordinance changes and the public input captured during the plan’s extensive engagement process.

Director Meehan noted that no public input was submitted for this request in September; however, because the Comprehensive Plan reflects significant public participation, its related policy actions remain an important reference as staff begins the update process. She emphasized that the range of suggested amendments was broad, spanning everything from a full reorganization of the UDO, to parking revisions, to the creation of new zoning districts, and that these were “big-ticket items.”

Ms. Meehan explained that she wanted to be sure the Board took the necessary time to look at all of the proposed updates cohesively with everyone, noting that the list includes a wide range of items. She respectfully requested that the Board use this discussion to identify short, mid, and

long-term priorities, including what can and needs to be updated in the very near future. She also asked the Board to consider whether developing an entirely new UDO might ultimately be the best way to meet the City's goals.

Director Meehan reminded the Board that the last major UDO update occurred in 2020, and since then the ordinance has had three to four amendments each year, which causes it to become increasingly chopped up over time. Director Meehan added that while staff is capable of carrying out these updates, the department has so many other activities and projects going on that it may not be able to complete a major overhaul in a true timely fashion.

Alderman Carroll opened the discussion by stating he recommended instructing staff to obtain bids and estimates for revamping a new UDO. He clarified that this step would ensure the Board is informed as it considers future decisions.

Alderman Lowe asked whether this meant such an approach would be in lieu of considering these and adopting these. She stated that she felt that some of the items needed to be moved on pretty quick. Alderman Carroll agreed on needing to move forward with the items, what the future looks like.

Alderman Mosteller noted that when the City last undertook a major UDO update in 2020, the Cape Fear Council of Governments (COG) was hired to manage the project, and they led the process in coordination with the Planning Board. Alderman Spencer noted that the effort was extensive and took them a year and a half to do.

Alderman Mosteller agreed that the 2020 UDO update required significant effort because the document had to be thoroughly examined and thoughtfully organized. He emphasized that such work is inherently time-consuming. Alderman Spencer agreed, pointing out that the previous update "took a year and a half" to complete, underscoring the scale of undertaking a full rewrite.

Alderman Mosteller turned to the section on Home Occupations. Alderman Mosteller referenced the language describing an *"approval process of special use permits with standards that can be administratively approved."* She expressed hesitation about shifting certain home-occupation approvals entirely to staff-level review. In the City's current process, she explained, neighbors who may be affected by a business operating within a residential district have an opportunity to provide input. She emphasized that while some low-impact uses, such as an in-home office with no customer traffic, might be appropriate for administrative approval, she did not want to lose the component that allows neighbors to comment on proposed business activities occurring within residential neighborhoods.

Alderman Davis asked whether the draft specifically addressed this concern, referencing a past case in Cade's Cove involving a woodworking business being operated from a garage. She recalled that the case required multiple reviews and a lengthy process before a final conclusion was reached about what the property owner was allowed to do.

Director Meehan responded that home occupations vary in their level of impact and that many modern home-based businesses generate no traffic at all. She noted that requiring a full special use permit, including advertising costs and hearing procedures, may be unnecessary for very low-impact uses. However, she stated that standards could be developed to maintain neighbor notification, such as establishing a comment period before staff makes an administrative decision. If staff received comments that raised concerns or conflicts, Director Meehan said the application could then be “triggered” into a formal special use permit process before the Board of Adjustment.

Alderman Mosteller asked for clarification on how a comment period would function and whether it would require a hearing at an aldermen meeting or some other form of public comment. Director Meehan explained that comments would be submitted directly to staff, not presented at an aldermen meeting. Staff would review the comments, and if the issues warranted it, the matter could be elevated to a Board of Adjustment hearing.

Mayor Pro-Tem Kelley also asked how adjacent property owners would be notified. She noted that when she previously lived next door to a home-based bakery, the property had been posted prior to approval. Director Meehan explained that under statute, property posting is required for a special use permit, but there are multiple options for administrative notification. She referenced the method used by CAMA for riparian owners, notification by certified mail, as a model the City could consider for home-occupation administrative decisions. This process would document that neighbors were informed and would allow them to submit comments for staff consideration.

Shifting to the Parking Standards section, Alderman Mosteller directed attention to page 44 and noted that the section was extensive. She explained that one of her long-standing concerns from the previous year involved an unintentional change to the parking requirement for mixed-use development. Historically, the requirement had been two spaces per residential unit, but at some point it had been revised to one space, which affected several projects in the downtown area where parking availability is already limited. She expressed concern that the reduction had created unintended consequences and emphasized the importance of correcting it.

She added that she found the issue confusing because on page 16 of the UDO, the section on Commercial Accessory Dwellings continued to require two off-street parking spaces per residential unit. She questioned why mixed-use residential units had been reduced to one space, noting that both uses occur within commercial areas, and emphasized that the standards should remain consistent.

Alderman Mosteller noted that while the new Comprehensive Plan is in favor for reducing parking requirements, Southport is already significantly challenged in its downtown areas. She stated that such reductions may be suitable in larger urban markets. She asked that the City carefully consider whether reduced parking standards are appropriate before making changes that could worsen existing constraints.

Alderman Davis asked whether the proposed revisions included changing residential accessory dwelling units (ADUs) from two required parking spaces down to one. Director Meehan responded that the draft did reflect that change. Alderman Davis expressed concern and said the City needed to take a closer look at that adjustment as well.

Director Meehan explained that commercial ADUs and residential ADUs function differently. A residential ADU is typically used by a family member or someone assisting the household, not a tenant renting independently. Because of that, the main dwelling already provides two required parking spaces, and an additional single space for the ADU may be sufficient. She emphasized that residential ADUs cannot currently be rented out; they must be occupied by someone living as part of the primary household.

Alderman Carroll then pointed out what he viewed as an inconsistency in the draft: a short-term vacation rental with multiple bedrooms located in a commercial district could be required to provide only one parking space, despite potentially hosting several vehicles. He questioned whether parking should be tied to the number of bedrooms rather than applying a single standard that might allow large bedroom counts with minimal parking requirements.

Director Meehan clarified that mixed-use residential units within the BD and CBD zoning districts *can* be rented, but their size is limited. Under the UDO, the residential portion cannot exceed a certain ratio, no more than one and a half times the size of the commercial use located below it.

Alderman Mosteller acknowledged this clarification and reiterated that these items were part of a broader conversation about ensuring parking standards remain workable for Southport. Director Meehan confirmed that this discussion was exploratory and that all concepts presented were open for further review and adjustment.

Alderman Mosteller raised a concern regarding accessory structures on residential lots, particularly on non-conforming lots. She noted that the Board had previously discussed establishing a minimum rear setback requirement to prevent situations where structures were built setback to setback, leaving almost no usable yard space. She recalled instances where large accessory structures were constructed with only approximately eight feet of rear yard remaining, barely enough room for basic outdoor use, such as letting a dog outside. She requested that the Planning Board engage in further discussion on developing standards to avoid such outcomes and ensure that non-conforming lots retain at least some practical rear open space.

Alderman Davis then sought clarification on terminology, noting that accessory structures and accessory dwellings are conceptually two different things. Director Meehan confirmed that this distinction was correct.

Alderman Mosteller referenced Homestays, Section G(2)(b) and pointed out that the term “full-time resident” still appeared in the second-to-last sentence, despite prior efforts to revise such language throughout the document.

Alderman Davis then asked whether staff had an estimate of how many homestays currently operate within the City. Director Meehan responded that she did have those numbers but did not have them immediately available. She added that the number of homestays is significantly smaller than the number of full-home short-term rentals, likely around half a dozen, and clarified that a *homestay* refers to a situation where someone rents out a room in their home while continuing to live in the residence.

Alderman Mosteller raised an additional concern related to setbacks, specifically noting that roof overhangs are currently allowed to encroach into setback areas. She stated that this practice should be reevaluated, especially on non-conforming lots where side setbacks may be as small as four feet. She explained that allowing a two-foot overhang with a gabled roof could result in stormwater being directed onto an adjacent property, creating potential drainage and property-impact issues. She shared that in other jurisdictions where she has lived, overhangs were required to be counted within the setback limits, and she encouraged the Planning Board to consider whether Southport should adopt a similar approach.

Director Meehan responded that the UDO had been amended within the past two years following an applicant's request to adjust setback encroachments. That update allowed certain mechanical units, such as HVAC systems, to encroach halfway into the setback, while roof eave encroachments were reduced to 18 inches. She agreed, however, that staff could revisit whether overhangs should be required to remain fully within the setback area. Director Meehan acknowledged the concern and stated that staff would be glad to look into options to address the issue.

Alderman Mosteller then moved to the section on Mobile Vendors located on page 48 of the agenda. She pointed out that the draft language requires "*a signed letter between the property owner and the business owner*," but she felt the phrasing was unclear. She recalled that the original intent was for a new letter to be required each time a vendor moved to a different property, ensuring that every property owner explicitly authorized the vendor's operation at that specific location. However, the current wording gave the impression that only an annual letter was needed, rather than one tied to each individual property. She suggested that the language be clarified to convey the intended requirement more clearly.

Alderman Davis noted that she understood the underlying reasoning behind the mobile vendor letter requirement but raised a clarification question. She asked whether, during the Fourth of July festivities, a food truck parked directly in front of someone's home would be required to obtain a permit or a letter of approval from the homeowner.

Director Meehan clarified that for City-sanctioned events, such as the Fourth of July Festival or the Food Truck Rodeo, food trucks do not need approval from individual property owners. Those vendors must still obtain the necessary City-issued permit, comply with state requirements, and secure Fire Marshal approval, but they do not need permission from adjacent homeowners because the City predetermines the designated concession areas.

Mayor Pro-Tem Kelley added, that however, if a private resident arranged for a food truck to operate in front of their home during the festival period, but not as part of the official Fourth of July event, that operation would not fall under the City's festival authorization. In that case, the vendor would need to complete the standard permitting process, including documentation of the property owner's consent. Director Meehan agreed.

Alderman Mosteller stated that she had one remaining item from her April 2024 list, referencing Section 3.7, Residential Standards, Item A(5). She explained that the section currently reads that multifamily residential structures are controlled by "*maximum height, maximum number of dwelling units, maximum floor area ratio, [and] the maximum open space ratio.*" She pointed out that the term "maximum open space ratio" appears to be incorrect, as subsections A through D immediately below reference minimum open space requirements. She stated that the two terms are in conflict and that "minimum" is clearly the correct standard. Director Meehan acknowledged the issue and confirmed that staff had already noted that correction.

Mayor Pro-Tem Kelley then raised an additional question regarding swimming pool setbacks, directing attention to page 49, item 1. The draft states that the coping or decking of a pool, whichever is closest to the property line, "*shall not be less than five feet in distance.*" She said the language reads awkwardly and could be interpreted to mean a pool must be *exactly* five feet from the property line rather than at least five feet. She requested clarification.

Director Meehan clarified that five feet is the minimum setback for pool coping, and that a pool may be located farther away, such as ten feet, with no issue. She agreed that the language could be made clearer and stated that staff could reword the section to improve readability.

Alderman Davis asked about the rationale behind the requirement. Director Meehan explained that it was largely a cleanup provision, intended to ensure that rear yard open space remains functional and unobstructed. It also helps with runoff management, particularly since the City does not currently regulate impervious surface coverage; she expressed concern that adding impervious limits at this time could be considered a downzoning because it would restrict density. The five-foot minimum therefore preserves some consistent, usable open space behind homes without significantly limiting property rights.

Alderman Mosteller said she fully supported the intent but emphasized the importance of making the language clear for residents and applicants.

She then asked how the standard would apply to non-conforming lots, where setbacks can be reduced. Specifically, she asked whether the minimum distance would still be five feet, or whether it would match the reduced setbacks applicable to the structure on such lots.

Director Meehan responded that for non-conforming lots, the City could approach it either way, either maintain the full five-foot minimum or allow the pool coping setback to match the reduced structural setback. She explained that staff has generally interpreted the requirement to mean that

if a home is allowed a four-foot setback due to non-conforming lot status, the pool coping may also be four feet. Alderman Mosteller agreed that interpretation made sense.

Director Meehan confirmed that staff could revise the wording to explicitly state the requirement as a minimum setback, ensuring the language is clear and easy for applicants to understand.

Alderman Davis noted that she had one additional topic for discussion, explaining that when the UDO was approved in 2020, the City had already experienced Hurricanes Matthew and Florence but had *not* yet experienced the pattern of intense heavy-rainfall flooding that has now occurred almost yearly.

Alderman Davis referenced a proposal she had raised previously, suggesting that the City consider requiring new homes to be built above slab level, with raised foundations, perhaps one or two feet above grade, similar to minimum elevations required in FEMA flood zones. She acknowledged that such a requirement would increase construction costs but argued that those expenses are minor compared to the financial and emotional devastation of a flooded home, especially for residents outside FEMA-designated flood zones who often do not carry flood insurance.

Alderman Lai asked whether existing flood zone regulations, such as elevation requirements in AE versus X zones, already addressed this concern. Alderman Davis responded that many of the homes experiencing repeated flooding in Southport are not in FEMA flood zones at all, citing areas such as Stuart Ave and Park Ave, where substantial flooding occurs despite properties not being required to carry flood insurance. She explained that homeowners outside special flood hazard areas are less likely to purchase flood coverage, leaving them unprotected.

Alderman Carroll agreed that flood insurance is relatively inexpensive outside mapped flood zones, typically \$300–\$500 per year. However, he cautioned that regulations increasing building height requirements could negatively affect housing affordability, noting that many families are already struggling to afford living in Southport. He expressed struggling with the idea of mandating elevated foundations but supported expanding stormwater and drainage improvements, observing that blocked drains are a recurring, contributing issue.

Alderman Davis acknowledged the tension between regulation and affordability, noting that the topic had been discussed before. She pointed to neighborhoods like North Caswell, where homes are situated below street level and are just sitting ducks. She explained that even with improved drainage maintenance, these houses flood because stormwater becomes temporarily trapped by topography and road paving, which has incrementally increased elevation over time.

Alderman Spencer stated that while he personally recommends that clients build on pilings or raised foundations, he was hesitant to impose such a requirement on everyone.

Alderman Davis responded that she did not wish to force the requirement but hoped the City could strongly encourage elevated construction. She noted that stormwater in many older blocks

becomes briefly dammed, causing homes on slabs to suffer structural and interior damage that raised homes avoid.

Alderman Davis offered to consult several builders to determine the actual cost difference between constructing on a slab versus raising a foundation by approximately two feet.

Alderman Spencer added that he personally advises her real estate clients to choose raised-foundation construction whenever possible, stating that flooding “comes and goes,” but slab homes cannot tolerate the impacts.

Mayor Pro-Tem Kelley reiterated her understanding of concerns about over-regulating but noted that flood insurance remains inexpensive for homes outside mapped flood zones. She explained that she carries such insurance herself for less than \$1,000 per year and considers the peace of mind well worth the cost.

Alderman Mosteller referencing Section 3.7(A)(6). The draft states that “*no more than 20% of the off-street parking associated with multifamily use may be located in the front yard facing a public street.*” She asked the Planning Board to consider eliminating off-street parking located in the front yard facing a public street, explaining that doing so would improve streetscapes and create development patterns more consistent with Southport’s historic character. She noted that parking positioned in front of buildings “brings everything right to the street,” which diminishes the traditional visual rhythm of historic blocks. Currently standards allow a 25-foot front setback.

Mayor Pro-Tem Kelley noted that she had an additional item to raise but wished to offer a caveat before doing so, explaining for transparency that she owns an inn in Southport. She then directed the Board to page 50, under the definition and standards for hotel, motel, or inn, which state that any building on the site must be a minimum of 200 feet from any residential district. She pointed out that because Southport’s Business District (BD) directly abuts residential zoning, such a requirement would effectively prevent any new hotels from being built in town.

Director Meehan clarified that Mayor Pro-Tem Kelley’s establishment would be considered a boutique hotel, which falls under separate standards. She explained that boutique hotels fall under the PS standard, which is permitted by right.

Alderman Carroll asked for clarification on how boutique is defined. Director Meehan stated these establishments are limited by size, number of rooms, and the prohibition of certain accessory uses, such as outdoor bars or pools, to ensure compatibility with nearby residences.

Alderman Spencer referenced an ordinance adopted earlier in the year governing driveway widths for U-shaped driveways. He reported that several residents had approached him stating that the ordinance was impractical.

Director Meehan responded that this topic was already included in the broader review of non-residential design standards, where staff intends to ensure driveway requirements are feasible across both residential and non-residential contexts.

Mayor Pro-Tem Kelley asked whether there were elements the City should proceed with immediately or was a consultant needed. Alderman Mosteller stated that she believed the Planning Board was fully capable of handling all of the items discussed during the meeting. She clarified that, although she could not speak for Director Meehan, she understood that the Director's focus was on the larger-scale restructuring tasks, such as reformatting portions of the UDO to make it more user-friendly, improving readability, and ensuring internal consistency.

She added that she strongly supported the idea of comparing the UDO with the Code of Ordinances, noting that many sections of the Code date back to 1984.

Alderman Davis asked whether the Board of Adjustment had reviewed any of the proposed changes. Director Meehan explained that while the Board of Adjustment had not been formally consulted on this batch of amendments, they frequently offer valuable insight when variances or special use permits reveal unclear or difficult-to-interpret sections of the UDO.

3. Public Comment Policy

The Board then transitioned to discussion of the Public Comment Policy, originally presented at the prior month's meeting. Alderman Carroll stated that he had requested feedback and had received only limited comments. He recommended removing Item 3 under Procedures, which imposed specific time limits for speakers and spokespersons. He noted that the Board had not enforced such limits for several years and suggested adopting the policy as written, with Item 3 removed.

Alderman Davis objected, stating, "Absolutely not," and clarified that she opposed re-instituting time limits and supported removing Item 3, thus agreeing with Alderman Carroll's suggestion. After brief confusion, Alderman Davis reiterated that she supported adopting the policy without speaker time restrictions.

Mayor Pro-Tem Kelley asked if there was a motion. Alderman Carroll made the motion, and Alderman Mosteller seconded it.

Alderman Davis requested postponing the vote until the next public meeting to give the community an opportunity to weigh in, noting that the policy directly affects residents.

The Board discussed how speaker time is handled in Brunswick County, where the standard is three minutes for both Planning Board and Commissioner meetings, with visual timers used to assist speakers. The County also allows a spokesperson up to eight minutes to speak on behalf of a group, though Alderman Carroll noted his earlier motion included the removal of that provision as well.

Alderman Mosteller added that the remainder of the policy deals largely with decorum, not time limits, and she supported adopting the document as presented with Item 3 removed. She stated that if the Board wished to debate speaker time limits in the future, that discussion could occur at a later meeting.

Alderman Davis raised concerns about defining decorum. Alderman Carroll pointed to examples within the draft, such as requiring that public comments shall be relevant to city business, municipal services, or matters within the jurisdiction of the board of aldermen, and not personal disputes between neighbors. He expressed surprise that the City did not already have a formal policy.

Mayor Pro-Tem Kelley requested adding language prohibiting scenting or loud noises during public comment to prevent disruptions. Alderman Carroll asked staff to provide appropriate wording at the next meeting. The Board expressed general support for incorporating that addition.

A motion was made and seconded to adopt the Public Comment Policy as written, with the removal of Item 3.

Alderman Davis asked for clarification on if the Board was voting on a policy without giving the public an opportunity to speak on it.

Mayor Pro-Tem Kelley responded that the policy had been publicly noticed, appeared on the agenda, and had been open for comment earlier in the meeting, yet no one had come forward to speak. She also noted that two components, the suggestion regarding scenting and loud noises, and the issue of time allocations for speakers, were already scheduled to return at a future meeting for additional discussion.

To illustrate, Alderman Carroll referenced several items already consistent with current practice:

- **Item 1:** Public comment would be scheduled at every regular meeting of the Board of Aldermen
- **Item 2:** Persons wishing to speak must sign up

Alderman Carroll explained that the policy was simply formalizing what the Board already practiced putting it in a policy.

Alderman Davis asked whether there was urgency in adopting the policy that evening instead of waiting until the following Thursday. Alderman Carroll replied that the Board needed to conduct the people's business and that government runs slow enough without delaying matters unnecessarily.

Noting that a vote had already taken place but that there was confusion about it, Mayor Pro-Tem Kelley stated that the Board would redo the vote for clarity. She asked Alderman Davis whether she now understood the motion. Alderman Davis responded that she did, and that she had misunderstood or missed the earlier vote; therefore, her vote would be no.

The Board then revisited the motion. Mayor Pro-Tem Kelley called for the vote once more:

Yay - Alderman Mosteller
Yay - Alderman Carroll
Yay - Mayor Pro- Tem Kelley
Yay - Alderman Spencer
Yay - Alderman Lai
Nay - Alderman Davis

Motion passed by majority vote of 5-1.

I. Manager's Report

City Manager Saldo began his report by noting that the past weekend had been filled with successful community events throughout Southport. He shared that he greatly enjoyed attending both the Wooden Boat Show and the Holly Days at Southport Baptist Church.

City Manager Saldo then provided an update from Public Works, offering a shout out to staff for their ongoing efforts to address issues within the stormwater system. He reported that several stormwater drains, previously covered or filled with dirt, had been uncovered and restored, including on West St. George Street and West Owens Street. He added that staff also completed drainage improvements on West Leonard Street and are continuing to push forward.

City Manager Saldo noted that the City is preparing for several new stormwater-related projects in the coming year and is actively pursuing grant opportunities to support larger improvements.

J. Board Comments

Alderman Davis reported that she had received a message from the Chairman of the Parks and Recreation Committee asking her to remind the community about several upcoming programs, including yoga classes. She noted, however, that she was unable to locate the specific details in the moment and asked the Parks and Recreation Director if she would be willing to share the information.

Director Heather Hemphill announced that yoga classes began earlier that day, with sessions now offered on Mondays, Wednesdays, and Fridays. The schedule is as follows:

- Mondays & Wednesdays: 7:30–8:30 a.m. and 8:30–9:30 a.m.
- Fridays: 9:30–10:30 a.m.

Director Hemphill noted that the classes are held at the Jaycee Building and are fully listed on the City's website. Public Information Officer ChyAnn Ketchum has also shared the schedule across all City social media platforms.

Director Hemphill continued with additional updates, noting that the department is preparing for its November holiday programming, including multiple Thanksgiving activities and the annual Senior Luncheon. She highlighted that Ms. Maureen ("Cookie") will once again prepare a

homemade meal for participating seniors, with attendees providing side dishes. The luncheon is scheduled for next Wednesday at the Senior Building.

Director Hemphill reported that the After School Program continues to operate successfully and that Parks and Recreation will also be offering camp sessions during the upcoming school breaks later in the month. Finally, she shared that the department is already gearing up for Christmas and the full slate of holiday events that come with it.

Alderman Carroll thanked staff and shared that it was great to see so many City employees present at events over the weekend. He noted that this was City Manager Noah Saldo's first Wooden Boat Show, and he was proud to see him out in the community representing the City so well.

Alderman Carroll added that early that morning, Public Works was already out setting up barricades in preparation for the week's activities. He expressed his appreciation for the hard work, coordination, and long hours that staff put into making Southport's festivals successful.

Alderman Lai remarked that it had been a wonderful and very active weekend in Southport. He shared that the Wooden Boat Show was, as always, a highlight. He noted that one of his neighbors had built a wooden boat in his garage, and it was a treat to watch him bring it out and display it at the event.

Mayor Pro-Tem Kelley shared that she had the pleasure of participating in the Stede Bonnet Regatta, which was enjoyable despite the light winds early in the day; conditions improved as the afternoon progressed. She also attended the Fire Department's Trunk-or-Treat event with her children, which he described as a wonderful and well-organized community activity.

Mayor Pro-Tem Kelley went on to note that the weekend was full of events, including the Holly Days and the Jack Helbig Memorial Foundation Boat Pull, both of which were successful and well attended. She expressed appreciation for City staff, acknowledging how many departments were present all over town supporting various activities. She thanked them for their work in managing such a busy weekend.

Mayor Pro-Tem Kelley then took a moment to mention, for those who were not present at the beginning of the meeting, that Mayor Alt had experienced a death in the family out of state. She offered prayers for the mayor and his family and informed the public that the mayor was actively on his way back and expected to return later that afternoon.

K. Closed Session

Mayor Pro-Tem Kelley stated that, with no further comments, the Board would proceed into closed session for a personnel matter.

A motion to enter closed session was made by Alderman Carroll and seconded by Alderman Spencer. The motion passed unanimously, and the Board entered closed session at 11:11 a.m.

Closed session discussion

A motion to return to open session was made by Alderman Spencer and seconded by Alderman Mosteller. The motion passed unanimously, and the Board reconvened in open session at 11:22 a.m.

L. Adjourn

A motion to adjourn was made by Alderman Spencer and seconded by Alderman Mosteller. The motion passed unanimously, and the meeting adjourned at 11:23 a.m.

Rebecca Kelley, Mayor Pro-Tem

ATTEST:

Tori Deviney, City Clerk



**CITY OF SOUTHPORT
BOARD OF ALDERMEN – REGULAR MEETING
COMMUNITY BUILDING
223 E BAY STREET, SOUTHPORT NC 28461
NOVEMBER 13, 2025 | 6:00 PM**

Present Members:

Mayor Rich Alt, Mayor Pro-Tem Rebecca Kelley, Alderman Karen Mosteller, Alderman Robert Carroll, Alderman Lowe Davis, Alderman Frank Lai

Members Absent:

Alderman Marc Spencer

Staff Present:

City Manager Noah Saldo, City Clerk Tori Deviney, Public Information Officer ChyAnn Ketchum, Police Chief Todd Coring, Fire Chief Charles Drew, Battalion Chief Ralph Treadway, Public Works Director Tom Stanley, Parks and Recreation Director Heather Hemphill

Other Members:

City Attorney Brady Herman

A. Call to Order

Mayor Alt called the meeting to order at 6pm

B. Pledge of Allegiance

Mayor Alt led everyone in the Pledge of Allegiance

C. Invocation

Reverend Mitzi Johnson from Trinity Methodist Church in Southport provided the invocation.

Mayor Alt read the required ethics statement and asked members to declare any conflicts of interest; none were stated.

D. Public Comment

There was no public comment

E. Approval of the Agenda

Before considering approval of the agenda, Mayor Alt requested an addition to include a closed session at the end of the meeting to discuss a legal matter. Mayor Pro-Tem Kelley moved to approve the agenda with the closed session added at the end, and Alderman Lai seconded.

Alderman Davis proposed an amendment to remove three items from under Item F of the agenda:

- Item 3: Public Comment Policy Amendment
- Item 5: Conflict of Interest Policy
- Item 6: City Alleyways

Alderman Davis expressed concern about addressing these items at the final regular meeting of the current Board, noting that the upcoming new Board should have the opportunity to evaluate policies that will primarily affect them.

Several members discussed whether the Conflict of Interest Policy warranted review that night. Mayor Alt emphasized that the policy was not new, it was adopted in 2022 and noted that an HR-related provision has been overlooked and should be brought to the Board's attention. Alderman Mosteller responded that she had insufficient background material to discuss it fully and reiterated that such policy review should be handled by the incoming Board.

Regarding alleyways, Alderman Mosteller noted that staff had already been directed during a prior special meeting on October 28 to research and notify the Board as needed, and there was no new information requiring discussion.

A vote was taken on the motion to approve the agenda with the added closed session at the end. The motion failed 2-3

Yay - Mayor Pro-Tem Kelley

Yay - Alderman Lai

Nay - Alderman Davis

Nay - Alderman Carroll

Nay - Alderman Mosteller

Alderman Davis then introduced a new motion to approve the agenda with Items 3, 5, and 6 removed, and to add a closed session at the end of the meeting for attorney-client discussion of a legal matter. The motion was seconded by Alderman Mosteller.

Discussion reopened briefly regarding whether to adopt the minor amendment to the public comment policy concerning scenting and noise-making devices. Some members expressed that the issue could be expanded or reconsidered by the new Board.

The motion passed 4-1

Yay - Alderman Lai

Yay - Alderman Davis

Yay - Alderman Carroll

Yay - Alderman Mosteller

Nay - Mayor Pro-Tem Kelley

F. AGENDA

1. Community Update – Chief Coring

Police Chief Coring delivered a community briefing on the September 27 mass shooting at American Fish Company. He provided a minute-by-minute overview of the initial response, describing the rapid escalation of 911 calls, the arrival of Southport officers, and coordination with multiple local, state, and federal agencies. Chief Coring highlighted lifesaving actions by officers, the critical work of 911 telecommunicators, and the extensive multi-agency partnership involving more than 80 law enforcement personnel and 30+ fire/EMS responders.

He also recognized community support, the work of area chaplains, ongoing officer wellness efforts, and the continued investigation in cooperation with SBI, FBI, ATF, and Brunswick County. Chief Coring expressed pride in his officers and gratitude for the community's resilience and support, emphasizing efforts to restore a sense of safety citywide.

2. Cancellation of the December 1st Regular Aldermen Meeting

Mayor Pro-Tem Kelley made a motion to cancel the Aldermen's regular December 1st meeting. Alderman Mosteller seconded the motion, and it passed unanimously.

3. Concerns related to Developer's Tree Burning

Mayor Alt spoke on concerns related to tree-burning activity by the developers of Indigo Phase II. He explained that a roadway had been cleared on the property and that, based on his observation, the developers appeared to be honoring their commitment not to clear individual lots. A retention pond area had also been cleared at the end of the new road.

Mayor Alt reported that the developers initially chose to burn the fallen trees, which created heavy smoke affecting nearby areas, including Southport Elementary School. On the first day, smoke was thick enough that concerns were raised about allowing children onto the playground area. Mayor Alt contacted Chad Paul, who attempted to halt the burning. However, burning continued into the second day, prompting another call. Mr. Paul later assured the Mayor that burning would cease at least through December, though it was unclear what would occur afterward. For now, debris is being hauled away rather than burned.

Mayor Alt stated that Chief Drew had advised him that oversight of such burning activities falls under the Department of Environmental Quality (DEQ) in Wilmington. Mayor Alt informed the

Board and public that if burning resumes and creates health or air-quality issues, both citizens and the City may contact DEQ directly to request intervention.

Alderman Lai added that he had also spoken with the developers in his role as POA president and received assurances that burning would not continue. He and other members noted that they had received numerous complaints from residents.

Alderman Davis observed that a more permanent solution may require Brunswick County to adopt a no-burn debris ordinance. She suggested that the Board formally request the County to consider such a measure. Mayor Pro-Tem Kelley noted that similar complaints are frequently raised during County public comment periods, but county leaders have not shown interest in pursuing restrictions so far.

Mayor Alt concluded that the most effective immediate recourse remains contacting DEQ and recommended that both residents and the City utilize that option if issues arise in the future.

G. Committee Reports

ABC Board – Alderman Lai

Alderman Lai reported that the ABC Board met on Tuesday and noted another strong month of sales. Mixed beverage sales were slightly down, which he attributed to the recent mass shooting incident at American Fish Company, but overall, the store continues to perform very well.

Beautification Committee – Alderman Mosteller

Alderman Mosteller provided an update on recent Beautification Committee projects. Volunteers completed painting and staining work at Waterfront Park and the City Pier, constructed six new benches for the Community Building using repurposed lumber, and partnered with Parks & Recreation staff to enhance landscaping at Franklin Square Park. Preparations for Christmas decor have also begun, including work on the Whittler's Bench Holiday Tree and refreshing wreath materials.

The committee will next meet on Monday, November 17 at 5:00 p.m. Due to Winterfest events, there will be no Saturday cleanup in December.

Alderman Mosteller also recognized the Forestry Committee, which is accepting nominations for the annual Tree Champion Award. The committee is also preparing for its next annual tree planting project. Their next meeting will be Wednesday, November 19 at 5:00 p.m.

Alderman Davis asked for clarification regarding a tree decorating contest, specifically who was organizing it and where the trees would be displayed.

Garden Club member, Sue Hodgin, explained the new Winterfest tree decorating event at Franklin Square Park. Participants provide and decorate their own trees, and the Garden Club will assist with layout and planning. Up to 60 trees can be accommodated. A People's Choice

Award will be given, including a local restaurant gift certificate. Registration is \$30 and open through November 24.

H. Manager's Report – City Manager Noah Saldo

City Manager Saldo shared that HDR Architects were in town this week to begin work on the Old City Hall/Courthouse renovation project, with several kickoff meetings held.

He also reported progress on the long-awaited weather tower, which is now under fabrication. Installation is expected around the beginning of the year.

He closed by wishing everyone a Happy Thanksgiving.

I. Mayor's Comments

Mayor Alt expressed heartfelt gratitude to Chief Coring, Chief Drew, and all emergency personnel for their extraordinary efforts during the recent mass-casualty event. He had no additional comments.

J. Staff Reports

Staff reports were included in the agenda packet for Board review.

K. Board Comments

Alderman Mosteller shared that Representative Miller delivered Southport's mental health resolution to a newly formed state committee addressing mental health, involuntary commitment, and public safety. She expressed appreciation for his continued advocacy.

Alderman Davis thanked Reverend Mitzi Johnson for her meaningful invocation.

Mayor Pro-Tem Kelley announced that Brunswick County has launched an online tool for tracking development activity, allowing residents to view approved projects and buildout statuses along major corridors such as NC 211.

Alderman Lai thanked Chief Drew and Chief Coring for their response during the recent emergency event. He reflected on prior Board discussions about EMS funding and emphasized that the incident demonstrated the importance of rapid emergency response times.

L. Closed Session

Mayor Alt requested a motion to enter closed session for the purpose of consulting with legal counsel.

Motion by Mayor Pro-Tem Kelley; seconded by Alderman Lai.

The motion passed unanimously, and the Board entered closed session at 7:12 pm.

Mayor Alt requested a motion to come out of closed session for the purpose of consulting with legal counsel.

Motion by Mayor Pro-Tem Kelley; seconded by Alderman Lai.

The motion passed unanimously, and the Board reconvened open session at 7:22 pm.

M. Adjourn

Mayor Alt requested a motion to adjourn. Mayor Pro-Tem Kelley made the motion, and it was seconded by Alderman Mosteller. Motion passed unanimously. Adjourned at 7:22 pm.

Rich Alt, Mayor

ATTEST:

Tori Deviney, City Clerk



BOARD OF ALDERMEN AGENDA ITEM SUMMARY

DATE: 12-11-25

DEPARTMENT: Board of Aldermen

PRESENTED BY: City Manager Noah Saldo

ITEM/TOPIC: 2026 Aldermen Regular Meeting Schedule

CITY MANAGER COMMENTS: NCGS 143-318.12 requires the Board adopt a regular meeting schedule which is traditionally done each December for the coming year. The Board has been meeting on the first Monday at 9 AM and the second Thursday at 6 PM. Mayor Hatem and City Manager Saldo have reviewed the proposed 2026 regular meeting schedule and recommend that the Board transition to holding one regular meeting per month, the second Thursday at 6 PM in the Community Building.

The early Monday meeting is challenging for staff, and recent agendas have been light for that session. Additionally, when both meetings fall in the same week, it places a strain on staff and Board members. If additional meetings are needed, special meetings can be called as required.

The Board may consider alternative days or times for two meetings per month if desired, but Mayor Hatem and City Manager Saldo feel that one monthly meeting on the second Thursday is sufficient at this time.

City Manager Saldo also recommends that the Board hold a retreat in January to establish short-term goals for the upcoming year and long-term goals for the next several years. Setting these goals and developing a strategic plan will help City Manager Saldo and staff guide the City forward, incorporate the Boards priorities, and lay a foundation for the upcoming budget cycle. We will work on identifying a date for the retreat in the coming weeks, Manager Saldo has already been in contact with the Cape Fear Council of Governments to assist with facilitation.

ATTACHMENTS: 2026 Meeting Schedule

REQUESTED ACTION: Adopt the 2026 Board of Aldermen Regular Meeting Schedule



CITY OF SOUTHPORT

2026 REGULAR MEETING SCHEDULE

BOARD OF ALDERMEN

Second Thursday of Each Month | 6:00 PM

223 E Bay St Southport NC 28461

January 8, 2026

February 12, 2026

March 12, 2026

April 9, 2026

May 14, 2026

June 11, 2026

July 9, 2026

August 13, 2026

September 10, 2026

October 8, 2026

November 12, 2026

December 10, 2026

City of Southport ABC Board Minutes

Date: Oct 14th 2025, Minutes taken by: Harold Todd Dunn

Location: Southport ABC Store

Quorum determined: Meeting called to order by Chairman Davis at: 2:00 PM

No Conflict of interest

In Attendance: Board Chairman- William Davis, Board Members – Angela Wadsworth, Zach Zuelke, Adam Steadman, Jim Poppe GM – Harold Todd Dunn , ABC Liaison -Frank Lai

Absent: none

Open Comment and Discussion – None

Approval of 9/9/25 Minutes: Minutes amended, approved by Zach and Angela

1. Old Business

- A. Updated on Capital Management Trust
- B. Discussed Repairs and Maintenance – Board leaving it up to GM and Assistant on which one to use for repairs

2. New Business

- A. No New Business

3. Business Reports

Presented Monthly Sales Report

4. Employee Issues.

Discussed Employee Issues

Adjourned: Motion was made and seconded to adjourn the meeting

Next Regular meeting: Nov 11th 2025 at 4:00pm at Southport ABC Store

APPROVED BY AND DATE

NOVEMBER 2025 SALES DATA COMPARISON AND SAVINGS

| SALES TYPE | 2024 Sales | 2025 Sales | DIFFERENCE | % CHANGE |
|----------------------|----------------------|----------------------|----------------------|--------------|
| RETAIL | \$ 393,926.45 | \$ 413,451.60 | \$ 19,525.15 | 4.96 |
| MXB SALES | \$ 110,984.99 | \$ 100,838.44 | \$ (10,146.55) | -9.14 |
| TOTAL | \$ 504,911.44 | \$ 514,290.04 | \$ 9,378.60 | 1.86 |
| Customers | 8641 | 8879 | 238 | 2.75 |
| Bottles Sold | 24,745 | 24,091 | (654) | -2.64 |
| PAYROLL EXPENSES | \$ - | \$ - | \$0 | #DIV/0! |
| Credit Cards | \$ - | \$ 388,323.80 | | |
| TOTAL SALES INC. TAX | \$ - | \$ 442,401.05 | | |
| | 2019 Sales | 2025 Sales | Difference | |
| Retail 2019 | \$ 271,530.90 | \$ 413,451.60 | 141,920.70 | 52.27 |
| MXB 2019 | \$ 59,251.03 | \$ 100,838.44 | 41,587.41 | 70.19 |
| | \$ 330,781.93 | \$ 514,290.04 | 183,508.11 | 55.48 |
| SALES TYPE | 2020 SALES | 2025 Sales | DIFFERENCE | % CHANGE |
| RETAIL | \$ 312,798.75 | \$ 413,451.60 | \$ 100,652.85 | 32.18 |
| MXB SALES | \$ 48,330.33 | \$ 100,838.44 | \$ 52,508.11 | 108.64 |
| TOTAL | \$ 361,129.08 | \$ 514,290.04 | \$ 153,160.96 | 42.41 |
| SALES TYPE | 2021 Sales | 2025 Sales | DIFFERENCE | % CHANGE |
| RETAIL | \$ 339,625.40 | \$ 413,451.60 | \$ 73,826.20 | 21.74 |
| MXB SALES | \$ 86,726.21 | \$ 100,838.44 | \$ 14,112.23 | 16.27 |
| TOTAL | \$ 426,351.61 | \$ 514,290.04 | \$ 87,938.43 | 20.63 |
| SALES TYPE | 2022 Sales | 2025 Sales | DIFFERENCE | % CHANGE |
| RETAIL | \$ 392,855.70 | \$ 413,451.60 | \$ 20,595.90 | 5.24 |
| MXB SALES | \$ 93,271.61 | \$ 100,838.44 | \$ 7,566.83 | 8.11 |
| TOTAL | \$ 486,127.31 | \$ 514,290.04 | \$ 28,162.73 | 5.79 |
| SALES TYPE | 2023 Sales | 2025 Sales | DIFFERENCE | % CHANGE |
| RETAIL | \$ 399,186.10 | \$ 413,451.60 | \$ 14,265.50 | 3.57 |
| MXB SALES | \$ 96,320.90 | \$ 100,838.44 | \$ 4,517.54 | 4.69 |
| TOTAL | \$ 495,507.00 | \$ 514,290.04 | \$ 18,783.04 | 3.79 |



Protecting Quality of Life

Alliance Code
Enforcement LLC

Monthly Report for November
City of Southport

Updated
December 3, 2025

| ADDRESS | VIOLATION | STATUS |
|-------------------------------------|-----------|--------|
| 416 E Bay St | ZV | OPEN |
| 724 N Lord St | MH/JP | OPEN |
| 712 N Lord St | JV | OPEN |
| 806 Clarendon Ave | MH/JV/JP | OPEN |
| 803 Clarendon Ave | JV | OPEN |
| 813 Clarendon Ave | MH | OPEN |
| 801 N Caswell Ave | MH | HOLD |
| 306 W 9 th St | MH/OL | OPEN |
| 926 Hankinsville Rd | MH/JP/OL | OPEN |
| 913 Hankinsville Rd | MH | OPEN |
| 1105 N Caswell Ave | JV | ABATED |
| 301 W 11 th St | MH | HOLD |
| 712 Clarendon Ave | JV | OPEN |
| 409 N Lord St | MH | OPEN |
| 410 N Lord St | MH | OPEN |
| 410 E Bay St | ZV | OPEN |
| 305 Yaupon Dr Ext | JP/OL | OPEN |
| 503 Clarendon Ave | JP | OPEN |
| 401 N Fodale Ave | OL | OPEN |
| 605 Clarendon Ave | MH/JP | OPEN |
| 315 W 8 th St | JV/JP | OPEN |
| 825 N Caswell Ave | OL/JP/MH | OPEN |
| 829 N Caswell Ave | MH/OL | OPEN |
| 228 W 9 th St | JP | OPEN |
| 913 N Caswell Ave | JV | OPEN |
| 511 W 11 th St | JP | OPEN |
| 609 W 11 th St | ZV | OPEN |
| 514 W 11 th St | JV/JP | OPEN |
| PID 237DF01412 W 9 TH ST | OL | OPEN |
| 1012 N Caswell Ave | JP | OPEN |
| 210 N Fodale Ave | JP | OPEN |
| 210 E Brown St | JV | OPEN |



Protecting Quality of Life

Alliance Code
Enforcement LLC

Monthly Report for November
City of Southport

Updated
December 3, 2025

| | | |
|--------------------------------|----------|---------------|
| 807 N Howe St | JV | OPEN |
| 1211 N Caswell Ave Apt 3C | MH | OPEN |
| 1211 N Caswell Ave Apt 2A | MH | OPEN |
| 1211 N Caswell Ave Apt 2D | MH | OPEN |
| 1211 N Caswell Ave Apt 5A | MH | OPEN |
| 1211 N Caswell Ave Apt 6C | MH | OPEN |
| 1211 N Caswell Ave Apt 6D | MH/JP | OPEN |
| PID 237EC036 | OL/JV | OPEN |
| 718 Clarendon Ave | OL/JP | OPEN |
| 520 N Caswell Ave | OL | OPEN |
| 205 W Leonard St | OL | OPEN |
| 115 E Howe St | OL | OPEN |
| PID 237EA013 N Caswell Ave | OL/JP | OPEN |
| 616 N Caswell Ave | OL/JP | OPEN |
| 620 N Caswell Ave | OL | OPEN |
| PID 237EC026 N Caswell Ave | OL | OPEN |
| 206 Frink Dr | OL | OPEN |
| 507 N Caswell Ave | JV | OPEN |
| 215 W 11 th St | JP | OPEN |
| 803 Clarendon Ave | MH/JP | OPEN |
| 415 W Owens St | JP | OPEN |
| PID 237DF01408 Hankinsville Rd | OL | OPEN |
| 609 N Caswell Ave | OL | OPEN |
| PID 222PA00101 E Leonard St | OL | OPEN |
| 116 E Owen St | MH | OPEN |
| 821 N Lord St | JV | ABATED |
| PID 237EC016 N Caswell Ave | JP/OL | OPEN |
| 316 Stuart Ave | OL | ABATED |
| 111 W Leonard St | OL/JV | OPEN |
| PID 238AD021 Herring Dr | OL | OPEN |
| PID 238HB00101 Herring Dr | OL | OPEN |
| 306 N Fodale Ave | OL | OPEN |
| 315 Clarendon Ave | OL/JP/MH | OPEN |



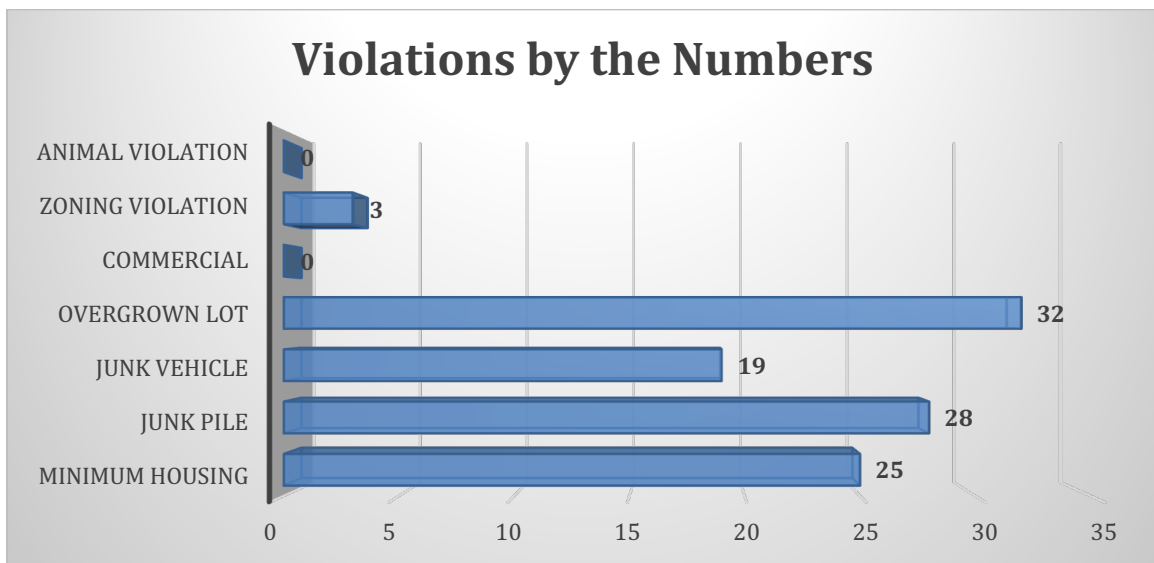
Protecting Quality of Life

Alliance Code
Enforcement LLC

Monthly Report for November
City of Southport

Updated
December 3, 2025

| | | |
|------------------------------|----------|---------------|
| 730 N Lord St | OL | OPEN |
| PID 237LA01901 Clarendon Ave | OL/MH/JP | OPEN |
| 610 N Lord St | JP | ABATED |
| PID 237DD006 E Cape Harbor | JP | OPEN |
| 705 Cape Harbor Dr | JV | ABATED |
| PID 237EA02401 N Lord | OL | ABATED |
| 817 N Lord St | OL | ABATED |
| PID 237EA02402 N Lord | JP/OL | ABATED |
| 804 Cape Harbor Dr | OL | OPEN |
| 829 N Lord St | MH | OPEN |
| PID 237EA002 Clarendon Ave | JV | OPEN |
| 502 N Atlantic Ave | MH/JV/JP | OPEN |
| 402 N Atlantic Ave | JV | OPEN |
| 214 Willis Dr | JP | ABATED |
| 604 N Lord St | JV | ABATED |





Protecting Quality of Life

Alliance Code
Enforcement LLC

Monthly Report for November
City of Southport

Updated
December 3, 2025

MONTHLY HIGHLIGHTS

- During the month of November, we focused on previously opened cases and opened 4 new cases. After contacting property owners, we successfully ABATED and CLOSED 10 cases.
- **821 N Lord St.** – Case was opened for Junk Vehicle due to a Green Dodge Neon missing registration and appearing disabled. After contacting the property owner, the Junk Vehicle was removed from the property. Case is Abated and Closed.
- **817 N Lord St.** – Case was opened for Overgrown Lot. After contacting the property owner, the overgrowth was cut. This case is now Abated and Closed.
- **604 N Lord St.** – Case was opened for Junk Vehicle due to a Silver Buick LaCrosse with front end damage and appearing disabled. After contacting the property owner, the Junk Vehicle was removed from the property. Case is Abated and Closed.

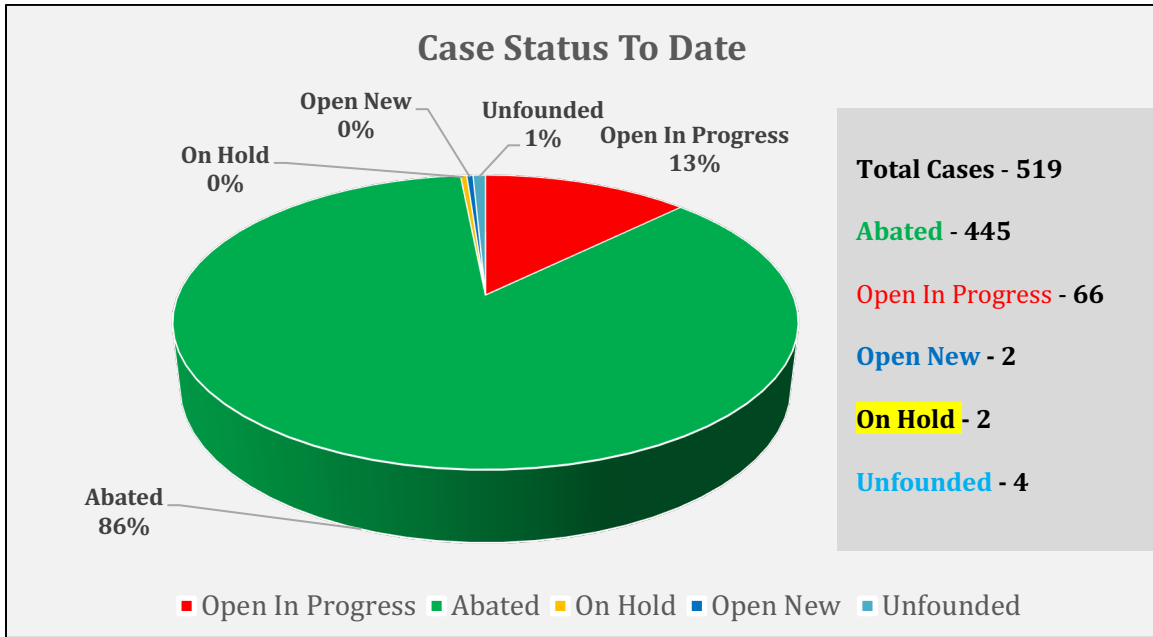


Protecting Quality of Life

Alliance Code
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Monthly Report for November
City of Southport

Updated
December 3, 2025





Development Services Highlights – December 2025

Planning Board: Regular meetings of the Planning Board are every 3rd Thursday at 6 p.m. at the Community Building.

The December meeting is cancelled due to lack of cases.

The Planning Board held its regular meeting on November 18, 2025. The agenda included a review of a Board of Aldermen-requested text amendment to add a land use to the table of uses for Vape/Tobacco Shops. After the Board discussion, staff will be bringing the new language back to the January 15, 2026, meeting.

Staff met with the owners of existing bed-and-breakfast establishments in the city to discuss events held at their establishments. Staff are preparing updated language for the UDO standards for bed and breakfasts that will allow events within specific parameters.

The Planning Board is working on formal Rules of Procedure and a new board member handbook. The draft documents were distributed at the November meeting for review with the anticipation that they would be adopted in January.

Board of Adjustment: Regular meetings of the Board of Adjustment are every 4th Tuesday at 4:30 p.m. at the Indian Trail Meeting Hall.

The November meeting was canceled due to proximity to the Thanksgiving holiday. The December meeting was rescheduled to Thursday, December 4, 2025. The agenda included a special use permit for an accessory dwelling unit at 729 North Atlantic Avenue. The hearing was opened, and after the staff report, comments from adjacent property owners, and Board discussion, the case was continued until the regular January meeting.

January's meeting will have a full schedule, including two postponed appeals of staff determinations and two special use permits for an accessory dwelling unit, one of which is the case continued from the December meeting.

Historic Preservation Commission: Regular meetings of the Historic Preservation Commission are every 1st Wednesday at the Indian Trail Meeting Hall.

The regular meeting of the HPC was held on December 3, 2025. The agenda included a continuation of the discussion of questions and suggested design standard language submitted by the Board of Aldermen. The HPC addressed all remaining language changes and questions from the Board of Aldermen. Staff are

updating the draft local historic design standards and will present the final recommended updates to the HPC at the January 8, 2026, meeting.

The HPC also adopted the 2025 Historic Preservation Commission Annual Report and its 2026 meeting schedule. Both documents are attached to this update.

Forestry Committee: Regular meetings of the Forestry Committee are every 2nd Tuesday at Indian Trail Meeting Hall.

The Forestry Committee meeting was rescheduled for Wednesday, November 19, due to Veterans Day falling on the regular meeting date. The agenda and discussion for the November meeting included finalizing planting locations for the 2025/2026 season (20 trees available this year), submitting volunteer hours from members for the Tree City USA application, and considering moving forward with a public trees survey.

Staff will be submitting the 2025 Tree City USA application in December. Upon completion and acceptance, this will be the 22nd year of designation as a Tree City USA community.

Other Staff Projects:

- The NC Resilient Coastal Communities Program (RCCP) Phase 1 & 2 project is in the beginning stages of preparing a vulnerability assessment report. The early stages include data collection, stakeholder identification, and development of a community engagement strategy. Information will be found on the Development Services website as it is available. This project is fully funded by a grant from the RCCP, through the General Assembly, and the National Fish & Wildlife Foundation.
- The Multimodal Acceleration Plan is moving forward, and the online survey and interactive project priority map is closed at the end of November. The plan is in the final stages of completion, which will include creating project details for the prioritized pedestrian and bicycle improvements, including cost estimates, funding opportunities, and public input on the prioritized projects. A multimodal grant from NCDOT funds the plan.
- The Southeastern NC Hazard Mitigation Plan Update identifies hazards that can affect the region and actions to reduce the impact of future hazard events. Staff are reviewing the risk assessment action items for the updated Plan. Future input opportunities will be shared. Updates to the project can be found at the following website. <https://storymaps.arcgis.com/stories/800f3a2d116d437093ce694d241406e7>. The Plan is anticipated to be completed in early winter for local adoption before the April completion deadline.

Staff continue to assist citizens with questions regarding signs, zoning, ROW permits, minor and major subdivisions, minor and major site plans, CAMA Minor Permits, tree permits, special flood hazard areas, text and map amendments, and any other items that come to the Department.

Annual Report
of the
Southport Historic
Preservation Commission

October 2024-October 2025

November 5, 2025

Annual Report of the Southport Historic Preservation Commission for the Year 2024-2025 (October 2024-October 2025)

The Commission is composed of 7 members and 2 alternates. Members of the Commission include:

| | |
|------------------------|-----------------------------|
| Charles Drew | Bonner Herring |
| Rick Pukenas | Jim Mckee |
| Bonnie Bray, Alternate | Joanne Wesson |
| Josh Cline McGee | Lewis “Tal” West, Alternate |
| Alexis Gore Graves | Katherine Hufham, Alternate |

Member, Rick Pukenas chose not to seek reappointment to another term. Alternate Bonnie Bray was appointed by the Board of Aldermen as a Regular member with her term expiring June, 2028 and Katherine Hufham was appointed as an alternate by the Board of Aldermen with her term expiring June, 2026.

Officers of the Commission:

Charles Drew, Chairman
Rick Pukenas, Vice Chairman (until June 30, 2025)
Bonnie Bray, Vice Chairman (from June 30, 2025)
Maureen Meehan, Secretary

Staff Members assigned to the Commission:

Tori Deviney, Deputy City Clerk
Penny Tysinger, Historic Preservation Planner
Maureen Meehan, Planning Services Director

Board of Alderman Liaison:

Robert Carroll

The Southport Historic Preservation Commission continued with their work developing and preparing documents for the City to adopt a local designation report along with the local district boundary map and design standards. To date, the Commission has held over 60 public meetings taking into account the public comments received during those meetings. The Commission worked at reviewing these comments and editing the documents for the approval by the Board of Aldermen for the majority of the reporting period. The City initially contracted with Stewart Consulting to develop the inventory report, local district boundary map, and design standards. The Commission met throughout the year and assisted with the inventory, agreed to the revised local district boundary and approved the design standards. After receiving the State Historic Preservation Office's comments, the Commission took the Local district boundary map before the Planning Board at their June 19, 2025 meeting and the Planning Board recommended adoption of the overlay map designating the local historic district and forwarded their recommendation to the Board of Aldermen. The Board of Aldermen held a public hearing on the adoption of the local designation report including the overlay local district boundary map and the Design Standards at their July 10, 2025 meeting. No action was taken by the Board of Aldermen and the Commission continued to meet to discuss the comments received during the public hearing and subsequent meetings held by both the Board of Aldermen and the HPC and making suggestions to the Board of Aldermen. After numerous meetings, the Commission presented revised documents showing the edits that reflected with public comments that had been received. On October 15, 2025, a joint meeting was held by the Commission with the Board of Aldermen to answer questions the Aldermen had concerning the documents.

The Commission has received the final round of questions from the Board of Aldermen and will be reviewing the questions/edits received and formulate a response to the Board of Aldermen.

Also, during the reporting period, the Commission continued its training and received updates on proposed and adopted new state statutes as well as local ordinances. The Commission heard a presentation from the Friends of Franklin who donated a memorial plaque to the City for Franklin Square Park. The Commission thanked the group for their hard work and efforts to restore the Park and endorsed the plaque as a gift to the City. The Commission also received updates on the Old Weather Tower project and looks forward to the replica tower's installation. Members recognized Rick Pukenas, Vice Chair and thanked him for his service to the City and the HPC as one of the initial members of the Commission.



**CITY OF SOUTHPORT
HISTORIC PRESERVATION COMMISSION
REGULAR MEETING CALENDAR
2026**

January 7, 2026

February 4, 2026

March 4, 2026

April 1, 2026

May 6, 2026

June 3, 2026

July 1, 2026

August 5, 2026

September 2, 2026

October 7, 2026

November 4, 2026

December 2, 2026



POLICE



Monthly Summary

Police Department

Animal Protective Services

NOVEMBER 2025

Chief Todd Coring
910-457-7913

tcoring@cityofsouthport.com

Southport Police Department

INCIDENT / OFFENSES

Total Calls for Service: 869

General Calls (some)

Alarms – 10

Meet Complainant – 54

Suspicious Persons/Activity – 20

Shoplifter – 1

Disturbance & Domestic Calls – 8

911 Hang-Ups – 5

Traffic Calls

Traffic Stops – 178

Motor Vehicle Accidents – 14

Hit/Runs – 1

Drunk Driver/C&R/ATL – 20

ARREST / CITATION / CHARGES

Arrest – 11

Citations & Warnings – 164

APS Division

Service Calls – 14

Bites – 1 Rabies – 0 Impound – 1

Citation/Warnings – 1 DocuPet – 6 of 490

PD Community Engagement

Special Events/Checks/Patrols – 386

Golf Cart Registrations – 978

ABC Permits Issued – 0

Special Event Permits – 16

Community Events – 21



Officer's recognized for response to mass-shooter event Sept.27th.
Professionalism, Integrity & Service Above Self

SOUTHPORT FIRE

OFFICE OF THE FIRE CHIEF

NOVEMBER 2025 MONTHLY SUMMARY



Divisions of the Fire Department

Fire Division Calls for Service

Totals

Structural: 22 Vehicle: 5 MV Crash: 10

Woods/Brush: 2 Gas Spill/Leak: 5 Trash: 1

Water Rescue: 2 Electric: 5 Good Intent: 20

Mutual Aid: 4 Medical/CPR: 16 Other: 0

92

EMS Division Calls for Service

EMS Calls: 148 E- Transports: 72 NE- Transports: 11

159

Fire Prevention & Inspections

Permits: 10 Inspections: 24 Batteries: 19

Plan Reviews: 3 Smoke Alarm Installs: 16

Car Seats: 11 CPR Classes: 0 Tours: 21

104

Total Number of Fire Department Actions:

UPCOMING PROJECTS, GOALS, & EVENTS

The month of November was spent preparing for our ISO Inspection. The inspection occurred on Dec. 1, 2025. The EMS Auxiliary has brought in around 30k to assist with fire & EMS members ballistic vest protection. We are working with several vendors to find the equipment. A number of Fall events that the FD participated in were, the Wooden Boat Show, Jack Helbig Boat Pull, Tractor Supply Safety Day, and Big Toy day. Several members were enrolled in an Aerials certification class, about 15 will test out on Dec 9. The annual awards banquet is set for Saturday, Dec 6 and the Light up the Night Christmas Parade is scheduled for Friday evening, Dec 12 at 6:30. Kids will load at 5:30.



Fire Chief
Charles A. Drew
910-477-2365

Southport Fire
Headquarters
1011 N. Howe Street
Southport, NC 28461
910-457-7915
WORKING SMOKE
ALARMS SAVE LIVES

SFD Core Values
Tradition
Courage
Dedication
Loyalty



Serving our
Community
Since 1893



Aerial Certification Classes in November



SOUTHPORT FIRE DEPARTMENT



LIGHT UP THE NIGHT



CHRISTMAS PARADE

FRIDAY DECEMBER 12, 2025 6:30 pm

Help Us Bring Santa Claus into Town



Merry Christmas

For More Info:
910-457-7915

Department of Community Relations
Monthly Report - November

As we move into the winter season, the team is actively gearing up for Winterfest. We are especially excited to introduce this year's newest attraction, an ice-skating rink located on the Fort Johnston tennis courts.

In addition, the issue of metal detecting on protected properties has resurfaced. Earlier this spring, we issued a press release reminding the public that metal detecting, digging, or removing archaeological materials is prohibited on federally protected land. With new concerns arising, we have ordered signage for all City-owned properties listed on the National Register of Historic Places. Public Works will assist with installation upon their arrival.

Submitted by Allayna Dail Taylor, Director of Community Relations

November by the Numbers:

2025:

- 152.3K Visitors for the month. (-3.5%)
- 15.3K Average daily visits.

2024:

- 157.7K Visitors for the month.
- 15.1K Average daily visits.

Definitions:

- Resident, those who live within corporate City Limits.
- Local, anyone within the 28461 zip code.
- Workforce, someone who lives anywhere but works in Southport.
(Phone has to ping at least 4 days a week for a period of 3 months to be included as workforce)
- Visitors, those who live outside of the 28461 zip code. Also excludes Workforce.
- "Daily Visits" would include all of the above in the total.

Fort Johnston Visitors Center and Museum

Number of Visitors: 1,248

- Volunteers:
 - Trained two new volunteers.
- Gift Shop:
 - We received new merchandise, including new baseball caps and *The Gooney Birds of Southport* children's book.
 - Put in a finished "ornament tree" kindly crafted by Lynne and Ken Geiman to hold ornaments for sale on the Visitor's Center front desk.
 - Maintained monthly inventory reports
 - The museum will be closed for the holidays, December 24, 2025 through January 1, 2026.

Southport Community Building

Number of Events: 9

- We celebrated our last 2025 wedding on November 8. Our grand total of weddings is 52 this year – in addition to all the other meetings and events we hosted! We are looking forward to another wonderful wedding season in 2026.

Department of Community Relations
Monthly Report - November

- We put out a press release announcing our search for vendors to join our second annual Love in Bloom Bridal Expo, which will take place March 15, 2026. So far, we have 12 vendors joining us – 9 returning from this past year, and 3 new ones!
- The new decking project is set to start on December 8. We cannot wait to see the beautiful upgrade, in preparation for all of the exciting events in store for 2026.

Winterfest

- Tea
 - Tickets are ON SALE NOW at Fort Johnston Visitor’s center, open 10a-4p, Mon-Sat.
 - The committee is finalizing the gathering of raffle and auction items for the event, all items graciously donated by local businesses and residents. So far, we have counted 45 raffle “baskets” and 12 auction items! As a reminder, all proceeds will go to 4 local charities/non-profits – Southport Elementary, Matthew Ministries, COAST school, and Christian Recovery Center.
- Flotilla
 - Registration is open and plans are underway.

4th of July

- The NC 4th of July Festival Committee met in November -

Beautification Committee

- Workday on 11/8 – 17 volunteers worked hard repainting the lamp posts and the gazebo posts in Waterfront Park.
- The Wooden Boat Show education tent was a success. Many adults and children alike learned the fascinating art of nautical rope tying – even our City Manager took part in the fun!
- Over a dozen volunteered 11/9-11/12 in conjunction with the Parks & Rec department to enhance Franklin Square Park. Some of the work done included pulling vines, designing the layout of and planting new shrubbery around the Howe St wall, and putting a fresh coat of paint on the entrance sign and posts.
- The committee also contributed to decorating for Christmas, including prepping the Whittler’s Bench tree panels and replacing 300 red clusters on, and making minor repairs to, the wreaths going up along our streets. They also purchased two new artificial trees for the stage at Franklin Square Park, and prepped trees for Keziah and Caviness parks.

Cemetery Committee

- Chair Larry Ashley continues to update the proposed Cemetery Ordinance.

Southport Historical Society

- NC 4th of July Committee proposed inviting the Southport Historical Society to host an event celebrating America 250 during the 2026 4th of July Festival. Historical Society Board will discuss the possibility.
- Leadership Transition: Several Board members, including current President Liz Fuller, will be stepping down from their roles. Mary Ellen Poole has been selected to serve as the next President.

Attended this Month

- NC 4th of July Executive Meeting, November 10

Department of Community Relations
Monthly Report - November

- Southport Historical Society Board Meeting, November 12
- Winterfest Flotilla Meeting, November 12
- Uplift Rural Tourism Summit in Raleigh, November 14
- Beautification Meeting, November 17
- Business Roundtable Meeting, November 18
- NC 4th of July Board Meeting, November 18
- NC 4th of July Pageant Meeting, November 18
- Cemetery Meeting, November 19
- John Smith Cemetery Meeting, November 20
- America 250 NC County Committee Meeting, November 21
- Winterfest Tea Committee Meeting, November 25