



**CITY OF SOUTHPORT
BOARD OF ALDERMEN
REGULAR MEETING AGENDA**
223 E. BAY STREET
May 11, 2023
6:00 PM

Agenda

Please turn off all cell phones

Meetings are open to the public. Face masks and social distancing may be used at the discretion of each individual. The Board of Aldermen reserve the right to make changes to this policy, as needed to help prevent the spread of the Coronavirus.

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. Minutes of the Agenda Review Workshop April 11, 2023
2. Minutes of the Regular Board of Aldermen Meeting April 13, 2023
3. Minutes of the Board of Aldermen Budget Workshop April 21, 2023
4. Resolution Requesting Brunswick County Approval of ETJ Planning Board Member

G. Special Recognition

1. Proclamation for National Nurses Week
2. Proclamation for National Police Week
3. Proclamation for Military Appreciation Month
4. National Hurricane Preparedness Week

H. Agenda

1. Budget Summary Presentation (B. Therrien)
2. Recommendation of Contractor for 2023-2025 Phase II: Dangerous Trees and Hanging Limbs Removal and Disposal Contract (D. Dutton, T. Stanley)
3. Recommendation of Contractor for 2023-2025 Phase II: Vegetative Debris Removal/Disposal and C & D Debris Removal (D. Dutton, T. Stanley)
4. Selection of Audit Firm (B. Therrien)
5. Off Duty Management-Police, Fire, EMS Departments (B. Therrien, Chief Coring, Chief Drew)
6. Oakton Preliminary Plat (T. Henley & M. Meehan)
7. Prices Creek Townhomes Preliminary Plat (T. Henley & M. Meehan)
8. Osprey Landing Phase 1 and 2 Final Plat (T. Henley & M. Meehan)
9. Social Media Policy (B. Herman)
10. Ordinance Amendments for Boards/Committees/Commissions: Chapters 2 & 13 (D. Dutton and R. Jones)
11. System Development Fee/Utility Rate Study Engineer Selection (B. Therrien)

I. Committee Reports

1. ABC Board
2. Planning Board
3. Beautification Committee
4. Board of Adjustment
5. Forestry Committee
6. NCEMPA

J. Manager's Report

K. Mayor's Comments

L. Staff Reports

1. Police Department
2. Fire Department
3. Parks and Recreation
4. Animal Protective Services
5. Public Services
6. Development Services and Inspections
7. Community Relations
8. Finance

M. Board Comments

- N. Closed Session N.C.G.S. 143-318.11 (a) (5). To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.**

O. Adjourn

**BOARD OF ALDERMEN
SPECIAL AGENDA REVIEW WORKSHOP
APRIL 11, 2023**

**SPECIAL MEETING MINUTES
INDIAN TRAIL MEETING HALL**

PRESENT: Mayor Hatem, Mayor Pro-tem Mosteller, Aldermen Allen, Alt, Carroll, Davis, and Lombardi

STAFF PRESENT:

Bonnie Therrien, City Manager
Travis Henley, Director of Development Services
Ellie Pittenger, Electrical Superintendent

Dorothy Dutton, Assistant City Manager/City Clerk
Tom Stanley, Public Services Director
Melanie Trexler, Finance Director

OTHERS PRESENT:

David Cheatwood, First Tryon Financial Advisors, Joined Remotely
Walter Goldsmith, First Tryon Financial Advisors, Joined Remotely
Several members of the public.

A) Call to Order

Mayor Hatem called the meeting to order at 9:03 a.m.

B) Invocation

Alderman Lowe Davis provided the invocation.

C) Pledge of Allegiance

Mayor Hatem led everyone in reciting the Pledge of Allegiance.

D) Approval of Agenda

Alderman Allen made a motion to approve the agenda with the addition of the budget amendments. Alderman Lombardi seconded. All ayes. Motion carried.

E) Agenda

1. City Manager Bonnie Therrien thanked Walter and David from First Tryon Financial Advisors for joining us. She explained that the two advisors, Melanie Trexler, Paul Billow (Bond Counsel), Assistant City Manager Dorrie Dutton, and herself had recently had a meeting with the Local Government Commission (LGC). The purpose of the meeting was to discuss funding the additional \$27 million that is needed to pay for the Mulberry Branch Wastewater Treatment Plant Expansion. Originally, County Manager Steve Stone wanted the Board of Aldermen to establish an agreed upon maximum debt level. But now it seems that the LGC will not allow the City to take on any more debt. Even if the County funds the project and the City reimburses them, the LGC will not approve the debt.

Instead, the LGC encourages the City and County to move forward with the Merger Feasibility Study and merge the water and sewer systems. The City will likely have to upgrade some of the system before the County will accept the system. Additionally, the County was uncertain of the City's desire to merge systems. The County asked the City Board of Aldermen to adopt a resolution that stated their intention. The City was awarded a low interest loan for wastewater rehabilitation. That will allow the City to start identifying weak areas in the system and make repairs and improvements. Mayor Hatem stated that the Board was definitely interested in merging utilities, and this was something they had started working on in 2017. There were some Board comments about

favoring the merger. The Financial Advisors asked if they should re-work the plan? David Cheatwood said they would take out the numbers and add the new \$8.5 million. Mr. Cheatwood stated that the LGC was almost cryptic with the amount of information they were providing.

Alderman Alt asked if there was a timeline for when the merger feasibility study would be complete. City Manager Therrien said she would prepare a Resolution and add it to the April 13, 2023 agenda. Alderman Allen said that as humans, the uncertainty was unfortunate, but he is trying to find the good news in this. Mayor Hatem said he is optimistic that the merger is best for the City. Alderman Carroll stated he supports the merger but is unsure about the additional \$8.5 million loan without having a set plan for it. Alderman Allen added that the plan would be laid out with the merger feasibility study.

Ms. Therrien reiterated that she will write a resolution for the next meeting that includes support for the merger, accepting the \$8.5 million, and working with the financial advisors. Before any funding is released, there must be an engineering plan in place. In the meantime, the City Manager said she would check with Wooten Engineering to see if they could approximate how far the \$18 million will take the City on repairs and replacements. Once we merge, the County will accept the debt.

2. Melanie Trexler approached the podium to review the Budget Amendments proposed for the next Board meeting. The first one was a transfer because solid waste account had gone over budget by \$45,000. She proposed that \$20,000 be transferred from the Board's budget, and \$25,000 would be transferred from the Buildings and Grounds budget. There was another transfer between Administration and Finance just to clean things up. Mayor Pro-tem Mosteller asked what cause the overage in the solid waste budget. Ms. Trexler explained that there was a lot of extra collections made including during festivals and other larger scale commercial dumpster pickups.

The next budget amendment was to re-close out a project ordinance. There were additional payables at the end, and the Auditor suggested re-closing it to make sure they are covered. There was a budget amendment for the Fire Department to appropriate revenues for expenditures. Ms. Dutton stated the Taylor Field project budget amendment was to transfer funds back into the Part-F line that were originally used to cover engineering costs. Part-F grant funds cannot be used for engineering costs. There should be a balance in the PART-F fund line item.

3. Ellie Pittenger, the City's electrical superintendent, stated that he and the City Manager had been researching possible grants that are available for installing electric car charging stations. A Level 3 charger would be similar to what you might see at a Walmart. It puts a larger burden on the sponsors' electrical system. A Level 2 charging station would allow two vehicles to park for 2-4 hours. That provides a good amount of charge, and there is no heating of the wires. There is a place that seems feasible on E. Nash Street. Mr. Pittenger suggested installing one there and finding another place to install one. Another place might be near the water tower, on the grassy areas. To have two chargers it costs about \$9590, and then is about \$285 a year. The machines accept credit cards, so the City would get a small amount of revenue back. Alderman Alt suggested that an ordinance be adopted stating that cars can only park there while they are charging. He also expressed some concern about the chargers draining the City's electrical system. Mr. Pittenger agreed and suggested that load management devices be installed on the chargers. City Manager Therrien stated that this project was not on their upcoming Regular meeting agenda, it was merely to gauge the interest of the Board before pursuing grants.

4. Chief Coring explained that he had a request from the churches to have an officer present at some of their events. Usually, vendors pay for that service. City Manager Therrien said the City

can't afford to not charge for the extra service. City Staff is proposing: \$40/day (for-profit organizations); \$30/day (non-profits); \$21.50/hour for vehicles; \$25/day for vehicles (non-profits). The Town of Leland uses an app that helps keep all the extra events, times, payments organized. Officers and staff would get notifications about opportunities in the area and could accept the extra work without getting Chief Coring or Major Burke involved.

There was some discussion about how the Sheriff's office handles requests. Chief Coring stated that the County was going to use the same app they described but tabled it for the time being. And the County charges \$35 regardless of the group. Another good thing about the company and app, is that they are covered with liability insurance, and the officers would still be covered by the City.

5. City Attorney Brady Herman explained the Social Media Policy was important for this Board, as well as future Boards. He added that the proposed policy does a good job of balancing the 1st amendment rights and the high standard of being a public official. The policy does not apply to any personal account, only professional accounts that are tailored to their public positions. Alderman Davis stated that on principal she is opposed to have a policy. She added that no matter how noble it may be, it violates rights. She will oppose it if it comes to a vote.

Mayor Pro-tem Mosteller said she felt it was important to set standards. Alderman Davis asked who decides what is inappropriate? And, when would the Board stop the public from speaking?

Alderman Allen said that was ridiculous. The public is not the same as elected officials.

Creating a social media policy has been discussed for years; even if it is just used as a training tool. Mayor Hatem explained that the policy would not be on their agenda for several months; but the voice of the people has never been limited by the Board. Changes in technology and social media area driving the social media policy.

Mayor Hatem stated there would be a quick break; and the meeting would resume at 11:00 a.m.

6. Travis Henley, the Director of Development Services addressed the Board about the proposed amendment to Chapter 9 in the Code of Ordinances pertaining to noise violations. The proposed changes are to help the police, code enforcement and others make decisions when it comes to noise. There are certain noises that are strictly prohibited. Alderman Carroll asked about loud generators, and whether it could be required to provide a casing around them. Alderman Alt stated that encasing generators causes too much heat and creates dangerous gases. There was some discussion about establishments hosting live music. Alderman Alt mentioned the ordinance that stated sound would be in violation if audible 100 feet away from its source. He said people should use common sense. Alderman Allen agreed that he would like to see Chapter 9.93 removed, because everything is audible at 100 feet. He asked if using decibels would be feasible. Major Burke explained that using decibels requires more technical equipment and training. Major Burke recommended not extending the distance out more than 500-600 feet. The amendment is a work in progress and staff would bring it back again before it comes to a vote.

7. Mayor Hatem stated that all cemeteries are sacred, including the cemeteries in Southport. He added that the City needs to have competitive wages to have staff to maintain the cemeteries. The City should replace street signs, mow, and weed eat. He suggested that the Beautification Committee be included in this goal of allowing our cemeteries to age gracefully. He added that he would like to form a committee and appoint two liaisons. All meetings will be posted. He asked Alderman Davis and Mayor Pro-tem Mosteller to serve as the liaisons. The Board directed staff to publish notices of the meetings. Alderman Lombardi asked if he could also participate.

8. Assistant City Manager Dutton reviewed the proposed amendments to the Boards/Committees/Commissions ordinances. The purpose of the amendments is to clarify term lengths, the application process, interviews and also when terms expire. There were some comments and revision requests from the Board. The Board asked to remove it from the upcoming agenda until revisions were made and the Board had the opportunity to review it again.

9. Next, the Board reviewed the agenda for the April 13, 2023 meeting. There were no questions on the Consent agenda. The City Manager informed the Board that eight bid packets were received for the space needs study. The Staff group interviewed four firms, and they all recommend selecting Moseley Architects. The Board will be asked to select them at the April Board meeting. Development Services Director, Travis Henley, reviewed the plats that were on the agenda.

There were some questions about permit-choice and tree removal ordinances. The Board asked if the Oakton project had clear-cut the trees, and why? Mr. Henley said that sometimes the grading work necessitates clear cutting. The Board wanted someone to say that it is necessary. City Engineer, Tom Zilinek, added that he has been reviewing this project. Alderman Alt asked Mr. Zilinek to go back out to the site and make sure that the neighboring properties are not being flooded. Alderman Allen wanted to verify the width of Ingress, to ensure that it was as small as possible, and to retain as many trees as possible. Mr. Henley explained that in order to meet the 100-year stormwater protection requirements, grading is the best way to prevent the neighbors' properties from being flooded. The Oakton plan meets the requirements of the UDO, and the Board must approve it if it meets the requirements.

Travis Henley described Lookout Point as splitting one lot into two lots. There were no questions. The proposed Highland Park is an older project and is subject to the older versions of the ordinances. Next, there was some discussion about alleyway abandonment. Mr. Henley explained that after several committee meetings, the Planning Board was unable to make a recommendation. Alderman Alt suggested that eventually, the City look at all the alleyways to determine a reasonable plan and use. Alleyway abandonment is not an urgent matter and there are far too many other ongoing projects.

The next item on the agenda was the selection of a contractor for the Kingsley Park repair. Ms. Hemphill recommends contracting with McPherson Marine. They are local and have done a lot of work for the City.

Alderman Alt and City Manager Bonnie Therrien explained the request for a build-out analysis for the City. Alderman Alt added that without knowing how many vacant lots are remaining in Southport, how can the Board make decisions about future development? Ms. Therrien added that the City needs a comprehensive plan and a build out study. The comprehensive plan is more important, but it will take up to two years to complete. In the meantime, the build out study can be completed. Mayor Pro-tem Mosteller said she preferred doing the comprehensive plan because it prioritizes goals. She also said she thought that City staff at one time had done a count of vacant lots. Alderman Alt said the information collected in the build-out study could also be used in the comprehensive plan.

The City Manager and Finance Department explained the proposed credit card policy, the proposed limits on cards, and the new credit card company. There was also some discussion about charging fees when using a credit card to make utility payments.

Finally, City Manager Bonnie Therrien explained that City staff needed direction regarding the traffic pattern in the Yacht Basin. Alderman Allen suggested reversing the traffic but keeping it one-way. Fire Chief Drew said that will cause more problems when it floods. The recommendation from City staff is to take it back to two-way traffic. Ms. Therrien said that a decision must be made at the

following Board meeting, it cannot be tabled again.

F) Mayor Hatem said that it had been a great meeting.

G) No one on the Board of Aldermen had additional comments or questions.

H) *Alderman Allen motioned to adjourn the meeting. Alderman Lombardi seconded the motion. All ayes. Motion carried. Mayor Hatem adjourned the meeting at 1:29 p.m.*

Joseph P. Hatem, MD, MPH.
Mayor, City of Southport

Dorothy Dutton
Assistant City Manager/City Clerk
City of Southport



Board of Aldermen Regular Meeting Minutes
April 13, 2023
223 E. Bay Street
Southport Community Building
6:00 p.m.

Present: Mayor Hatem, Mayor Pro tem Karen Mosteller, Aldermen Thomas Lombardi, Rich Alt, Lowe Davis, Robert Carroll, and John Allen

Staff Present: Bonnie Therrien, Interim City Manager
Dorothy Dutton, City Clerk
Randy Jones, Communications/Tourism Director
ChyAnn Ketchum, Communications and Public Information Officer
Charles Drew, Fire Chief
Ralph Treadway, Battalion Chief
Todd Coring, Police Chief
Melanie Trexler, Finance Director
Kelly Garrido, Police Officer
Brandon Stevens, Deputy Finance Officer
Paul Gross, Interim Finance Officer
Brady Herman, City Attorney

Others Present: Jim Powell, Will Hewett, Sue Hodgins, Eliot Duke with the State Port Pilot, Marjorie Jones, Jenna Fontaine, Jeanne Brown Busch, Maria and Paul Swenson, Tracy Beaulieu, Andrew Boyd, and Josh Bennett with Moseley Architects

Meetings are open to the public. Complete audio/video is available on the City's website or can be requested from the City Clerk's office.

A.) Mayor Hatem called the meeting to order at 6:01 p.m. He welcomed everyone to the meeting.

B.) Mayor Hatem announced that Reverend Alderman Lowe Davis would provide the invocation.

C.) Mayor Hatem led the pledge of allegiance.

D.) Mayor Hatem announced that Southport was the first Board to send a resolution in opposition to the recently proposed bills including HB 317 . He personally delivered the Resolution to Senator Rabon and Representative Miller. He asked Ms. Dutton to call on the individuals who signed up for public comment.

Jody Wilmoth, a resident of Southport, explained that he was frustrated about the cemeteries. There are rules that dictate what can be done on the property and what cannot. The Board is who sets the rules, and City staff follows the rules and director of the Board and Management. He said that staff is not allowed to cut grass around a headstone. It seems the Board is allowing one person dictate what the City does with the cemeteries.

Tracey Beaulieu, resident of 206 W. Nash Street, stated that she hoped the Yacht Basin would be a pedestrian, bicycle and golf cart road. Then, she went on to discuss the rights-of-ways in the City. She understands that access is important, but she has done a lot of work on her property to make it look good. She asked if the City was going to make people cut trees down? Will the City make more parking? She suggested that City staff and the Board think about the character of the City.

Andrew Boyd, from 828 N. Caswell Ave., explained there is a 4-inch drop off between the sidewalk and the road on Howe Street. He stated that it is dangerous. In the March 7, 2023, Code Enforcement report mentioned an A-frame “sandwich board” sign. He hasn’t been able to locate that section in the UDO. But he has seen at least three businesses use A-frame signs and leave them out overnight. Everyone should follow the same rules. But back in the January report, the Code Enforcement officer’s report is unacceptable, and practically called Mr. Boyd a liar. Mr. Boyd said he realizes that all the departments want more staff in the upcoming budget, but he asked the Board to sharpen their pencils and try to focus on what things are really important. He also asked why the utilities are increasing, when there is so much development in the area.

Jenna Fontaine, a resident of Rivermist, said she was most concerned with pedestrian safety. She prefers the way the Yacht Basin is currently, but it needs improved signage. She also suggested that instead of taking the traffic through the residential areas, why can’t it be routed back to Moore Street. There could be signs that route people back that way, and towards the ferry.

Ginny Prunty, resident of 1509 Dutchman Creek Rd, stated that she is part of the No High Density Southport (NHDS) group. She thanked the Board for the opportunity to speak on behalf of NHDS and appreciates the Board’s efforts to oppose the current bills being considered. She said that NHDS has been working hard to educate the public about how harmful the bills would be to Southport. They have also called and continue to call the state leaders to oppose the bills. It seems if approved, the bills would be a dream for developers and realtors. She urged the public and Board to pay close attention to how the bills are written, they can be deceiving. HB 675, if approved, would eliminate ETJs. ETJs were created about WWII to help manage all the diverse land uses. NHDS was told that Resolutions from small communities won’t make a difference, but it really has. The news stations have picked up the story and the State leaders have said their phones are ringing off the hook. She urged the City to keep drawing attention to the bills.

Pat Kirkman, a resident at 119 Park Avenue, stated she would be remiss if she didn’t say she was hopeful that there has finally been efforts made regarding the cemeteries.

Maria Swenson, resident of 107 N. Atlantic Avenue, passed out pictures to the Board, showing two large vehicles parked in opposite directions across Yacht Basin Drive. She further stated that the City is causing the business owners to lose money by detouring visitors and allowing only one-way traffic. Some drivers get frustrated and come back to visit the restaurants and establishments in the Yacht Basin. She said that the citizens and business owners have “made” the Yacht Basin, and that is why she is confused why no one will listen to the business owners. She asked the Board to listen to them, and that a vote is made.

Craig Blanks, resident at 319 W. Bay Street, explained that he manages six pieces of property in the Yacht Basin. He is down there between 80-100 hours a week. The current traffic pattern is not working, we need to put it back the way it was before the pandemic. The Yacht Basin needs more lighting, particularly the intersection of Lord and Bay Streets.

Paul Swenson, resident of 107 N. Atlantic Avenue, explained that there are eight other businesses in the Yacht Basin that would be damaged if the traffic is reversed. He added that if he were Potter’s, he would be upset. Mr. Swenson went on to explain there are three types of tides: 1. One high tide where no water gets into the street; 2. One when the whole street is inundated with flood water up Bay and Yacht Basin Drive; and 3. One when the water comes in by Fishy Fishy, moves towards the Mullet and Flava’s and then stops. Then he said that on top of all that, the waterline in the Yacht Basin has been repaired for the 4th time in a year.

Juantana Frink, a resident on Lord Street, wanted to address alleyway abandonment. She is asking the Board to deny the request. She mentioned that good things come out of the alleys. Her mother in law, who is now 89 years old, used the alley to carry ice, but they are also nice for school-aged children to play safely.

Adam Steadman, a resident on Dutchman Creek Road, wanted to address the upcoming budget. He stressed the importance of adjusting the ad valorem tax rate to reflect the new valuations. The valuation has been significant. He was told by the Brunswick County Tax Department, that the average increase in Southport was 44%. He asked that the Board keep the taxpayers in mind. Ms. Dutton read a statement that was submitted by Fred Fiss, a resident on Atlantic Avenue.

Mayor Hatem read the ethics statement.

E.) Approval of Agenda

Alderman Carroll made a motion to approve the agenda after removing 4.) Oakton Subdivision, 10.) Amendments to Chapter 2 and Chapter 13 and adding a change order for Engineering services to the agenda. Alderman Davis seconded the motion. All ayes. Motion carried.

F.) Special Recognition

1. Police Chief Todd Coring and Major Burke said they were there to recognize an officer that was selected by her peers as Officer of the Year. The department is very proud of her. Police Officer, Kelly Garrido is a veteran; she served as a Police Officer in Wilmington, and lives in the City. Chief Coring and Major Burke presented her with a plaque.

2. Mayor Hatem read the proclamation for Arbor Day. Scott Len, the Chair of the Forestry Committee came forward to accept the proclamation. Mr. Len reminded everyone to attend the Arbor Day presentation at Taylor Field.

G.) Approval of Consent Agenda-Mayor Hatem summarized the items on the Consent Agenda.

1. Budget Amendment #3: Howe Street Project
2. Budget Amendment #4: Taylor Field Project
3. Resolution Amending a Closed Project Ordinance: Howe Street Project
4. Approval of the Budget Reconciliation Transfer
5. Amendment to Article 6: Filming Ordinance
6. Special Meeting Minutes February 27, 2023
7. Special Board Meeting Minutes March 1, 2023
8. Regular Agenda Review Meeting Minutes March 3, 2023
9. Regular Board of Aldermen Meeting Minutes March 9, 2023
10. Special Joint Meeting Minutes March 28, 2023
11. Special Joint Meeting Minutes March 30, 2023

Alderman Lombardi made a motion to approve the Consent Agenda. Mayor Pro-tem Mosteller seconded the motion. All ayes. Motion carried.

H.) Agenda

1. Mr. Jim Powell provided an update on the Bald Head Island Transportation. He said that the whole transportation system has become political. Mr. Mitchell's Estate cannot be closed until the ferry system sale is complete. The Village of Bald Head Island has the right of first refusal and have refused it twice. But the Village seems to be holding the process up. Mr. Powell stated that he would be going to court over the situation. And it seems that a company in Raleigh might be purchasing the ferry system for \$68 million but would hire the authority to run the operations.

2. City Manager, Bonnie Therrien explained that the City requested bids for a Police Department/City Hall space needs study. There is \$50,000 allocated towards the study. The City received eight bids and interviewed four firms. Unanimously, the selection committee recommends selecting Moseley Architects. John Bennett from Moseley was present if there were any questions. Ms. Therrien added that it wasn't all about their history, Moseley's group seems easy to work with. **Alderman Alt made a recommendation to contract with Moseley Architects for the Police and City Hall space needs study. Alderman Carroll and Mayor Pro-tem Mosteller seconded. All ayes. Motion carried.**
3. City Manager, Bonnie Therrien reviewed the status of the Wastewater Treatment Plant project. There is a gap between what the City was approved to borrow, and the actual cost based on the bid packets that were received. Brunswick County asked the Board of Aldermen to decide how much debt they were willing to accept. City Staff was working with Financial Advisors to explore revenue bonds. But recently, City Staff and the First Tryon Financial Advisors met virtually with the Local Government Commission (LGC) to discuss levels of debt. While they were very vague, they implied that the City would not be approved to accept any more debt than what was already approved (\$30,000). The LGC suggested we finish the Merger Feasibility Study with Brunswick County and encourage the County to accept our infrastructure. It was recommended that the City adopt a Resolution in support of the merger of utilities and also gives authorization to City Staff to go to the LGC for approval of the \$8.5 million loan for infrastructure. Mayor Hatem read the Resolution out aloud. **Alderman Davis motioned to adopt the Resolution, as presented. Alderman Lombardi seconded the motion. All ayes. Motion carried.** Ms. Therrien added that the County would be working with us to figure out the difference in rates.
4. The City Manager added that Brent Lockamy with Brunswick County reached out to explain that the engineers of the wastewater treatment plant need more money to cover the rebid, and oversight of the project. The County will pay the fees first, but the City will have to reimburse. The engineers had to re-write the bid package. It is a lot of money. Alderman Allen asked where it would be funded from? Ms. Therrien said it would be covered by our State Revolving Loan that we already have. We just can't access the money until after a contractor is selected. **Alderman Allen approved the increase in payment to the engineers for the wastewater treatment plant. Alderman Lombardi seconded the motion. All ayes. Motion carried.**
5. Mo Meehan, City Planner, described the Lookout Point Subdivision to the Board. The owners are requesting to divide the property from one parcel into two parcels. The Preliminary plat was approved in January 2022. The property is zoned R-10 and has a private Right of Way. The Final Plat is in accordance with the preliminary plat and all standards of the UDO. Mayor **Pro-tem Mosteller motioned to approve the final plat. Alderman Allen seconded. All ayes. Motion carried.**
6. City Manager Bonnie Therrien explained the next item was the final plot for Highland Park. There are nineteen single-family lots. The preliminary plat was approved in 2020 under a previous ordinance. The final plot complies with all standards. A performance bond will be allowed for the sidewalks, and the plat will not be signed and recorded without the City first receiving the bond. There was some discussion about the wastewater infrastructure in the subdivision. The sewer that serves these nineteen homes will be transferred from the developer to the Homeowners Association. Jason Robbins addressed the Board to explain that the responsibility for maintenance and repair of the sewer lines will be a part of the covenants of the subdivision. **Alderman Davis motioned to approve the Highland Park final plat project once the performance bond for the sidewalks is submitted and the covenants for the subdivision include the maintenance/repair of the wastewater infrastructure for subdivision. Alderman Allen seconded the motion. All ayes. Motion carried.**
7. City Planner, Mo Meehan described the request for partial alleyway abandonment. The Planning Board subcommittee met three times to review the idea but were not able to make a recommendation. If the Board of Aldermen was interested, City Staff could compose a

Resolution of Intent to Abandon the alleyway for their consideration at a future meeting.

Mayor Pro-tem Mosteller made a motion to not abandon the alleyway. Alderman Alt added that alleyways have more importance than the movement of ice to homes; they are part of the culture here in Southport. Alderman Davis thanked Ms. Frink for educating the Board of the significance of alleyways. **Alderman Davis seconded the motion to not abandon the alleyway. All ayes. Motion carried.**

8. Assistant City Manager Dorothy Dutton explained that the City was awarded FEMA funds to repair Kingsley Park. Although the Parks and Recreation Director was not able to attend the Board meeting, she still requests that the Board accept her recommendation to award the project to McPherson Marine. **Mayor Pro-tem Mosteller motioned to approve the selection of McPherson Marine to make the repairs to Kingsley Park. Alderman Lombardi seconded the motion. All ayes. Motion carried.**
9. Alderman Alt explained that he thinks it would be helpful for the City to hire the Council of Governments to do a build-out study for the City. **Alderman Alt made a motion to contract with the CFCOG to complete the build-out study. Alderman Carroll seconded the motion.** Alderman Davis suggested the Board wait a month or two to see what happens with the proposed legislation. Alderman Carroll said the state could have more bills like this next year. Mayor Pro-tem Mosteller said that it is just raw data, so it couldn't hurt anything. **All ayes except for Alderman Davis. Motion carried by majority.**
10. Brandon Stevens, the Deputy Finance Officer explained the new credit card policy, and the new credit card company. Each Department Head will have a card and can check their own balance. There was some discussion about what staff uses the cards for. The proposed company is First National Bank, and the City will actually earn some money back. **Alderman Davis motioned to approve the new credit card company and policy. Alderman Carroll seconded the motion. All ayes. Motion carried.**
11. Alderman Carroll stated that he would like to hear a presentation from City Staff about the Yacht Basin traffic pattern. Ms. Therrien said that public safety is her #1 priority. She explained that Chief Coring, Chief Drew, Tom Stanley, and Tom Zilinek went to the Yacht Basin to assess the situation. They recommended it go back to two-way traffic. No matter what the decision is, Staff is prepared to start working on it the next day by adding signage, stripping, etc. General Statutes establish the governing board as the traffic authority, and so it is the Aldermen's decision. Chief Drew explained that he suggested two-way because of the tidal flooding. With a lot of traffic, the Yacht Basin traffic makes for tight traveling, but it has been that way for years. He said he grew up in Southport and only remembers two incidents in the Yacht Basin. There were some questions from the Board about the businesses in the Yacht Basin. Mayor Pro-tem Mosteller mentioned all the special studies and considerations that have been made in the area, and said she is in favor of keeping the traffic one-way. She suggested re-stripping and relocating a wayfinding sign. Alderman Alt added that the City needs to do a better job of maintaining the Yacht Basin and there are not enough votes to make it two-way traffic at the moment.
City Manager Therrien declared that she had never seen a Board so fearful of going against Staff recommendation. She encouraged the Board not to ever worry about going against Staff. Mayor Hatem reiterated that it is the Board's job to make decisions. They should listen to the information presented and use their wisdom. **Mayor Pro-tem Mosteller motioned to leave the traffic in the Yacht Basin one-way, but to add some additional signage and stripping. Alderman Lombardi seconded the motion. In favor was Alderman Lombardi, Alderman Allen, Alderman Alt, and Mayor Pro-tem Mosteller. Opposed was Alderman Davis and Alderman Carroll. Motion carried by majority.**
12. Alderman Allen explained there were three vacancies on the Planning Board. He stated all the candidates were excellent, and it is amazing there is so much talent here in Southport. The interview committee would like to move Christopher Jones from ETJ Alternate to an ETJ Full

Member position. Retired land planner, Roy Pender is recommended for the City-Full position and Kevin Locklin, a retired attorney from Manassas, VA, is recommended for the City alternate position. *Mayor Pro-tem Mosteller made a motion to accept the recommendations as presented. Alderman Davis seconded the motion. All ayes. Motion carried.*

I.) Manager's Report

City Manager Bonnie Therrien thanked the Fire, Police and Community Relations Departments for a successful weekend. She read through a list of the employees who are celebrating a work-anniversary. She also commented that the weather is supposed to be bad the next day, so they will have to postpone the Yacht Basin work until the following week.

J.) Committee Reports

Alderman Alt stated that he and Ellie Pittenger will be making the trip to Wilson, NC for the ElectriCities meeting.

Alderman Davis reminded everyone of the Arbor Day event on April 28th.

Alderman Lombardi reported that the Beautification Committee had a busy clean up. They also painted the jail sign, three signs at Smithville Burial Grounds and John Smith Cemetery.

Mayor Pro-tem Mosteller reminded everyone the Planning Board was the following Thursday at 6:00 p.m. She hopes that everyone is enjoying Taylor Field.

Mayor Hatem reported that the ABC Board met the night before. Sales are up 10%. There is a meeting planned so that new Board members can meet the staff of the ABC store.

K.) Mayor's Report

Mayor Hatem announced the Southport Unity Committee event was the previous Saturday. One of the kids he knew from Elementary School had their kids there! The Unity Committee has a festival at Caviness Park this upcoming Saturday. Budget workshops are scheduled for April 21st and 24th. He also wanted to announce that it is World Autism Awareness Month. Mayor Hatem thanked the Board and Staff.

L.) Staff Reports

All staff reports were included in the Board packet.

M.) Board Comments

Alderman Allen thanked the Mayor and other Board members for their leadership in getting information out to the public about the possible legislation. He added that the State isn't really concerned about what local Board's think, but they will listen to the voters.

Alderman Alt added that citizens have a gazillion votes. They are the ones that have great sway with the legislators. He heard that the state was overwhelmed by the number of callers opposing the bills. He also stated that recently, he met with the local Habitat for Humanity Director. The cost of land in Southport is very high. He said we may have to work with Brunswick County to promote workforce housing near Southport.

Alderman Davis said there is an anecdote that says voters have short memories. That is not true. She encouraged everyone to read the article in the State Port Pilot about the runaway pig.

Alderman Lombardi said he was glad the state was inundated with calls from Southport about the bills.

Mayor Pro-tem Mosteller said she also wanted the public to be aware of some other bills-SB667, and SB675. She encouraged the Board and citizens to read about these and how they would impact Southport.

Mayor Hatem said he will continue to work with the regional Mayors to promote local authority.

N.) Adjourn

Alderman Lombardi made a motion to adjourn the meeting, which was seconded by Alderman Davis. All ayes. Motion carried. Mayor Hatem adjourned the meeting at 8:53 p.m.

Joseph P. Hatem, M.D. M.P.H.
Mayor, City of Southport

Dorothy Dutton, City Clerk
Assistant City Manager

**BOARD OF ALDERMEN
INDIAN TRAIL MEETING HALL
113 W. MOORE STREET**

**SPECIAL BUDGET WORKSHOP
APRIL 21, 2023**

PRESENT: Mayor Joseph P. Hatem, Mayor Pro-tem Karen Mosteller, Aldermen John Allen, Robert Carroll, Lowe Davis, Tom Lombardi, and Rich Alt

STAFF PRESENT:

Bonnie Therrien, City Manager
Patti Fortuna, Human Resources Director
Melanie Trexler, Finance Director
Paul Gross, Interim Finance Director

Dorothy Dutton, Assistant City Manager/City Clerk
ChyAnn Ketchum, Communications/PIO
Brandon Stevens, Deputy Finance Officer
Bob Jarvis, City Engineer

OTHERS PRESENT:

Chad Huff with Allegacy Benefits Solution, Tish Hatem, and a couple of other interested citizens.

A) Call to Order

Mayor Hatem called the special workshop to order at 9:01 a.m. He thanked the City staff for all the hard work in getting everything ready to start budget planning.

B) Invocation

Alderman Lowe Davis provided the invocation.

C) Pledge of Allegiance

Mayor Hatem led everyone in the Pledge of Allegiance.

D) Alderman Allen made a motion to approve the agenda. Alderman Lombardi seconded the motion. All ayes. Motion carried. Mayor Hatem made opening remarks about the budget being the monetary reflection of the City. He said the Board wants to provide quality service to the citizens, consider the revaluations by Brunswick County, think “green” for Alderman Davis, and be mindful of the health and safety of the citizens and the employees.

E) Agenda

1. Mayor Hatem asked Mr. Chad Huff to come to the podium for his presentation on the employee benefits. Mr. Huff provided a comparison of how the City of Southport stacks up to other municipalities, and we are above average. The demographics and type of insurance claims the City employees have had over the last year dictates what the rates will be. He also negotiated for a lower renewal percentage. The City provides medical, a health savings plan, dental, vision, short-term disability, voluntary long-term disability, basic life and accidental death coverage, and the employee assistance program. Mr. Huff mentioned that some companies might look like they are giving us a discount, but it would only be for the first year of switching to that company. Afterwards, the rates would likely be much higher, so it is his recommendation to stay with Medcost through the NCLM. There was some discussion about offering partial coverage to offset the cost of a spouse’s or child’s coverage. The Board asked staff to write up a total compensation statement that shows the salary and the cost of all the benefits provided. Mr. Huff also mentioned that sometimes, dependents are still eligible for Obamacare coverage. There will be an open enrollment period for new employees, and current employees who want to make changes to their plan.

2. Melanie Trexler, Finance Director, reviewed the fund balance page towards the back of the budget packet. She thanked the Department Heads for maintaining their budgets. She said in her eight years, the City has weathered five big storms and six City Managers. The City staff has grown from forty people to ninety, and 179 volunteers! The City is in a really good position moving forward, at 61% fund balance at the end of 2022. She mentioned the fund balance prediction sheet and said she thinks the fund balance will be around \$4 million at the end of calendar year 2023. Bonnie Therrien introduced the newest City Engineer, Bob Jarvis. Mr. Jarvis will be focusing on the Capital Improvement Plan and overseeing the Parks and Recreation projects.

The City Manager explained that one penny on the tax rate is equal to \$142,445.00. The Local Government Commission recommends keeping the fund balance at no less than 30%.

3. Chief Coring addressed the Board to update them on the Police Department and the proposed budget. He said there are (16) sworn officers. All calls get dispatched through the Brunswick County dispatch center. He mentioned their mission statement that references integrity, professionalism, and service. Chief Coring reviewed their programs including Safe Sanctuary, We-Care program, citizen ride alongs, golf cart registrations, and shop with a cop. The Police Department is fully staffed, but they don't want to be a stepping stone for officers. It can be hard to retain officers because the department is small. Salaries are more comparable now. During the day, there are five officers on duty and two officers working overnight. Equipment training for the officers has increased to every other month. Officers now have access to a wellness tool to help with sleeping, PTSD, stress and more. The department is working on accreditation with the NCLM. When one officer in the US acts poorly, it truly affects officers throughout the nation. The City Manager said that she was pleased by the diversity of the Southport Police Department. Chief Coring mentioned the request for two new vehicles. They cost about \$45,000 each, and then it is about \$15,000 to upfit them with the safety features, decals, etc. There has to be a prisoner compartment to protect the officer and other individuals.

Alderman Davis asked if being accredited would open the City up for more grant opportunities, and Chief Coring said that it would, more than likely. Ms. Therrien added that the location of the Police Department might cause problems for the accreditation process. Chief Coring said that his view of the Police Department is that they are guardians and citizens. He wants the department to be approachable, and part of the fabric of the community. Mayor Hatem thanked Chief Coring and the Police Department for serving the community and being there when they are needed. Chief Coring said that he is most proud of the women and men who serve. He introduced Detective Burgess to the Board and said that he is a rising star in the department.

Mayor Hatem dismissed the meeting for a fifteen minute break.

4. Public Services Director, Tom Stanley and City Engineer Tom Zilinek, approached the podium. He was going to review the Buildings and Grounds budget first. He first mentioned that the Northwoods Cemetery needs to be surveyed. The department is also requesting a building/property assessment of all the City's buildings. They are requesting \$150,000 for that, but they think it will end up being less. There was some discussion about cemetery maintenance, and Mayor Pro-tem Mosteller asked if there should be a line item for the new cemetery committee. Mr. Stanley said that labor is included in that department already, and City staff isn't authorized to do much more than routine landscaping. City Manager Therrien added that the ordinance does not allow us to touch or repair the headstones. Mr. Stanley said that the City was in the process of accepting bids for cemetery maintenance.

Mr. Stanley mentioned that the Parks and Recreation Department was requesting to move two Public Services staff members to Parks and Recreation to manage the parks. In his opinion, it will take more than two workers to maintain everything in that department. He asked when the line would be drawn. If he loses two employees, is Public Services going to be reprimanded for not getting all their work done. Alderman Alt asked if an assessment had been done of how long it will take to manage the parks. Alderman Allen suggested to wait and have the discussion when Heather Hemphill, the Parks and

Recreation Director, can discuss. The Parks and Recreation Master Plan that was adopted, recommends a staff of 4-5 people to manage the parks, but Ms. Hemphill thought that two would be a good start. Mr. Stanley said that if it rains, all the staff does is mow grass. Alderman Lombardi recommended that Parks and Recreation hires their own employee, instead of taking one from the Public Services department. Tom Stanley said he will accommodate whatever the Board decides. The Forestry Committee line got moved to the Buildings and Ground budget.

Tom Stanley directed the Board to the Garage Department. He said there are no requests for anything major, just a mobile compressor that costs about \$4800. The difference in salaries from last year to now is because he decided not to hire another person.

Next, was the review of the Street Department. Mr. Stanley, with the guidance of Tom Zilinek, is requesting more departmental supplies, as there is a potential for hot asphalt instead of cold patching. The department is requesting two more employees to help with proactive maintenance. A "patching" crew can work on areas as large as 10 x 20, and there are plenty of areas that could use those types of repairs. One capital item being requested is a new dump truck, a single axle to replace the 1995 model. Alderman Lombardi asked if there has been any thought about filling some of the cracks. Tom Zilinek said that he would explore that subject.

Tom Stanley mentioned that there are Powell Bill funds that can be used for road repairs. Alderman Allen asked whether the Powell Bill funds could be used to purchase the dump truck. Staff will research and let the Board know.

Ellie Pittenger, the Electrical Superintendent, spoke to the Board next about the budget for the Electrical department. There is still a need for a second point of delivery for service. He is still waiting for grant updates for the electrical car charging stations. And the electrical underground work is still moving forward. Last year, staff ordered supplies early, so that work could progress without any hold-ups. Alderman Carroll asked if the \$1.6 million was still enough to budget for the conversion to underground, and Mr. Pittenger said that it was. Approximately 75% of the electrical service in Southport is underground. Mr. Pittenger said that he plans to retire sometime in the middle of the year in 2024. He would like to budget to hire someone in January 2024, so that he can train them before he retires.

Mr. Pittenger also mentioned that the existing substation cannot be expanded because of the footprint. There is not enough room to add the new transformers while the existing transformers are there. But you cannot disconnect the existing transformers until the new ones are installed and connected. The second point of delivery will involve land acquisition. It would be much better to build a substation close to existing infrastructure and just move the transmission lines out from there. There was a brief discussion about possible locations.

Tom Stanley reviewed the proposed budget for the Water and Sewer Department. He said that the City will be increasing the water reserve by 50,000 gallons. There is a high demand for water meters, but he would like to order more so there is a surplus. Meters would likely need to be replaced every ten years. The meters the City needs are on backorder. One of the pump stations needs a new generator, and it needs to be raised above the ground. Natural gas lines are going down Atlantic Avenue. That will allow the City to transfer some of the lift stations to gas, and the generators can kick on during load management times. Mayor Hatem thanked Tom Stanley and Public Services for everything they do for the City of Southport. Mr. Pittenger addressed the Board again to inform them the wholesale energy rates were increasing 3.9% on April 2024. Mayor Hatem recessed for lunch at 12:20 p.m. The Board hosted a luncheon in gratitude for Melanie Trexler. Ms. Trexler worked for the City for eight years and was leaving the area and moving to the Chapel Hill area.

Mayor Hatem called the meeting back to order at 12:54 p.m. He said that this was Ms. Trexler's last meeting, and he read a proclamation for her.

5. Randy Jones, the Community Relations and Communication Director reviewed their proposed budget. He said that this year had been one of transitions. Allayna Dail has taken over as the

administrator for the 4th of July Festival. ChyAnn Ketchum just reached her ten month of employment with the City. Mr. Jones said he couldn't do it without them. He added that the department couldn't function without the volunteers. Alderman Lombardi said that the Beautification Committee wouldn't be able to accomplish as much without Randy.

Mr. Jones explained that recently, a part time position was created to help with the responsibilities of filming all the meetings. Eventually, later this upcoming fiscal year, he would like to move it to full time. All the revenue from the Community Building goes back to the Capital Fund.

Mayor Hatem thanked Mr. Jones and his staff for all they do.

6. Kate Marshall, Animal Protective Services Director reviewed the proposed APS budget with the Board. She would like to increase the part-time staff to cover two weekends. She predicts that the "kitten season" will start soon. Ms. Marshall got her alligator handling certificate last year.

7. Ms. Therrien said the Board needed to schedule at least two other meetings and host the public hearing on the proposed budget. There is another budget meeting on April 24th, and the Board scheduled a meeting for Monday, May 1, 2023 at the Community Building.

F) Mayor Hatem thanked City Staff, Department heads, and the Board for such an incredible meeting.

G) There were no comments from the Board.

H) Adjourn

Alderman Lombardi made a motion to adjourn the meeting, which was seconded by Alderman Allen. All ayes. Motion carried. Mayor Hatem adjourned the meeting at 1:22 p.m.

Joseph P. Hatem, M.D., M.P.H.
Mayor, City of Southport

Dorothy Dutton
Assistant City Manager/City Clerk

**RESOLUTION OF SOUTHPORT BOARD OF ALDERMEN REQUESTING
BRUNSWICK COUNTY BOARD OF COMMISSIONERS TO APPOINT
EXTRATERRITORIAL MEMBER TO THE CITY OF SOUTHPORT
PLANNING BOARD**

WHEREAS, there is an extraterritorial board position that has been occupied consistently; and

WHEREAS, the City of Southport Planning Board recently conducted interviews to fill vacant and expired positions; and

WHEREAS, the City of Southport Code of Ordinances mandates that Brunswick County Board of Commissioners appoint said extraterritorial members; and

WHEREAS, the Board of Aldermen desires that the Brunswick County Board of Commissioners appoint said extraterritorial member as expeditiously as possible to assure the efficient functioning of the Planning Board;

NOW, THEREFORE, BE IT RESOLVED that the City of Southport Board of Aldermen hereby request that the Brunswick County Board of Commissioners reappoint to Christopher Jones to the City of Southport Planning Board to fill the ETJ Alternate position.

This the 11th day of May, 2023.

Joseph P. Hatem, M.D., M.P.H.
Mayor, City of Southport

Tanya Shannon, Deputy Clerk



**CITY OF SOUTHPORT
PROCLAMATION IN SUPPORT OF NATIONAL NURSES WEEK
MAY 6-12TH, 2023**

WHEREAS, the over 4 million registered nurses in the United States constitute our nation's largest health care profession; and

WHEREAS, the nursing profession plays a critical role in improving patient outcomes, increasing access, coordinating care, and reducing health care costs; and

WHEREAS, the depth and scope of the registered nursing profession meet the different and emerging health care needs of the American population in a wide variety of settings; and

WHEREAS, more qualified registered nurses will be needed in the future to meet the increasingly complex needs of health care consumers in this community; and

WHEREAS, along with the American Nurses Association, the Mayor of the City of Southport has declared the week of May 6-12th as National Nurses Week;

WHEREAS, the nurses of Dr. J. Arthur Doshier Memorial Hospital continue a tradition of healing and caring to all who enter her doors for over 90 years; and

WHEREAS, the nurses of Doshier Memorial Hospital follow in the footsteps of Registered Nurses in the "Old Doshier Hospital" who exemplified excellence in nursing and were well known to citizens of Southport; Marie Brown RN, Director of Nursing for many years and set the standard for nursing directors; Vera Howard RN, a nurse for many years and Director of Nursing from 1968 until retirement in 1971; and Julia Daniel RN, Head Nurse In the Emergency Department for many years and known as "Miss Julia" to Southport Natives;

NOW THEREFORE, LET IT BE RESOLVED, that the City of Southport Board of Aldermen and the residents join in honoring the registered nurses who care for all of us; and

BE IT FURTHER RESOLVED that the City of Southport Board of Aldermen and residents show our appreciation for registered nurses not just during this week, but at every opportunity throughout the year.

Signed this 11th day of May, 2023.

Tanya Shannon, Deputy Clerk

Joseph P. Hatem, M.D., M.P.H.
Mayor, City of Southport



**CITY OF SOUTHPORT
PROCLAMATION IN SUPPORT OF NATIONAL POLICE WEEK
MAY 15-21, 2023**

WHEREAS, there are approximately 700,000 law enforcement officers serving in communities across the United States, including the dedicated members of the City of Southport's Police Department; and

WHEREAS, law enforcement officers routinely put their health and safety on the line to help others; and

WHEREAS, since the first recorded law enforcement death in 1786, almost 22,000 law enforcement officers have been killed in the line of duty; and

WHEREAS, an average of 226 law enforcement officers are killed each year in the line of duty; and

WHEREAS, North Carolina experienced 9 law enforcement deaths in 2022; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS, May 15, 2023 is Peace Officers Memorial Day; and

WHEREAS, the Southport Police Department continues a tradition of excellence and integrity in law enforcement and embodies neighborly, approachable policing; and

WHEREAS, the Southport Police Department faces an influx of thousands of tourists four months out of the year, they accept the challenge with a gracious determination and ready presence to keep our citizens and our city safe whether on patrol, on bicycles, or walking our streets; and

NOW, THEREFORE, LET IT BE RESOLVED that the City of Southport formally designates May 15-21, 2023, as National Police Week in Southport, NC, and publicly salutes the service of law enforcement officers in our community and across the nation.

Signed this 11th day of May, 2023.

Joseph P. Hatem M.D., M. P.H.
Mayor, City of Southport

Tanya Shannon, Deputy Clerk



**CITY OF SOUTHPORT
PROCLAMATION IN APPRECIATION OF THE MILITARY**

WHEREAS, May is designated as National Military Appreciation Month and a time to remember and appreciate the men and women who have and are currently serving in the United States Armed Forces; and

WHEREAS, our military continues to play a vital role in the global war on terrorism and disaster relief missions to secure our freedoms; and

WHEREAS, the sacrifices made by these individuals have helped to preserve the liberties that have enriched this nation; and

WHEREAS, Community members, businesses, military bases, and other organizations are encouraged to recognize military members and their loved ones with special recognition during the month of May; and

WHEREAS, between 2006-2021, approximately 18,571 active-duty military personnel were killed while serving their country, proving that freedom is not free; and

NOW THEREFORE, I, Mayor Joseph P. Hatem, do hereby proclaim May 2023 as Military Appreciation Month, and officially recognize the many sacrifices made by our veterans, service members, wounded warriors, their families, and their survivors.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Southport, North Carolina, to be affixed on this 11th day of May, 2023.

Joseph P. Hatem, M.D., M. P. H.
Mayor, City of Southport

Attest:

Tanya Shannon, Deputy City Clerk



**CITY OF SOUTHPORT
NATIONAL HURRICANE PREPAREDNESS WEEK
April 30-May 6, 2023**

WHEREAS, National Hurricane Preparedness Week is April 30-May 6, 2023, and

WHEREAS, in the past few years, catastrophic hurricanes have had a devastating effect on the coast of North Carolina and neighboring states; and

WHEREAS, hurricanes pose a serious threat to North Carolina, by producing heavy rains, inland flooding, devastating winds, and tornados; and

WHEREAS, hurricanes are most likely to occur between June 1 and November 30, and

WHEREAS, Hurricane Florence made landfall in Southport on September 14, 2018 as a category 1 storm, but lingered for days causing unprecedented flooding; and

WHEREAS, Hurricane Dorian made landfall on the southern coast of North Carolina as a Category 2 on September 5, 2019; and

WHEREAS, Hurricane Isaias made landfall as a category 1 on August 3, 2020 causing damage to the City dock and marina area and creating a ‘pile of boats,’ at the Southport Marina and surrounding neighborhoods; and

WHEREAS, Southport has a long history of hurricane damage and perseverance; and

WHEREAS, it is important that all North Carolinians be aware of the dangers they present, particularly to coastal regions, and

WHEREAS, we must remain vigilant and plan and prepare to lessen the loss of life and minimize property damage, and

WHEREAS, the National Weather Service and the North Carolina Department of Public Safety have joined together urging all citizens to prepare for hurricanes and to educate themselves on hurricane preparedness and safety strategies, and

THEREFORE, in official recognition of this national event, I, Joseph P. Hatem, Mayor, do hereby proclaim April 30- May 6, 2023, National Hurricane Preparedness Week for the City of Southport.

Joseph P. Hatem, M.D., M.P.H.
Mayor, City of Southport

Tanya Shannon, Deputy Clerk

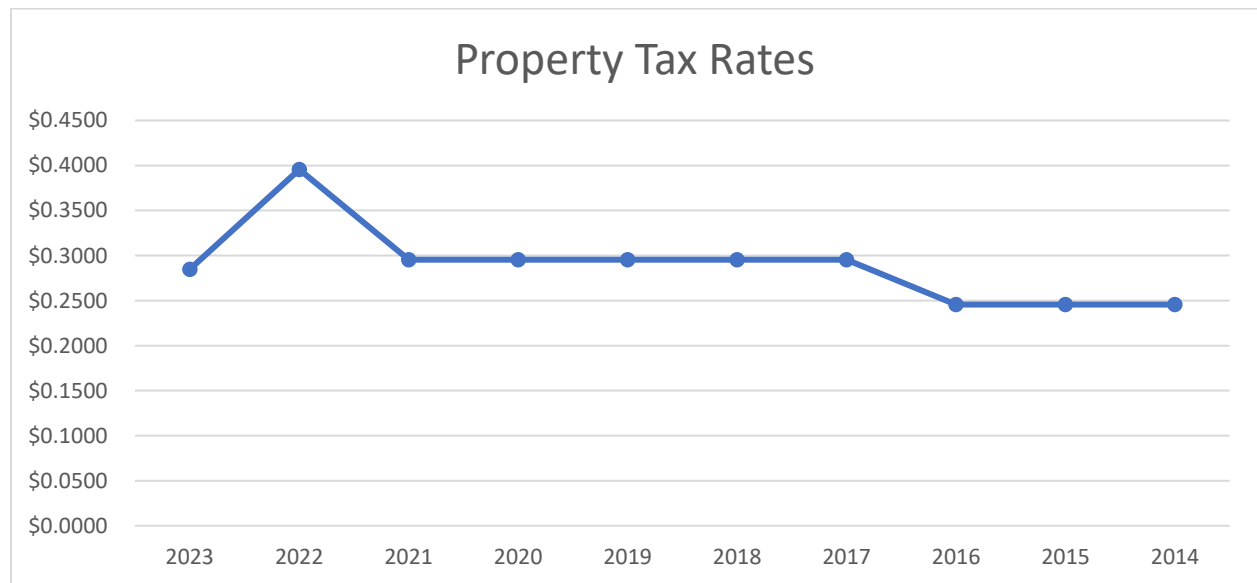
CITY MANAGER'S BUDGET MESSAGE

April 19, 2023

**Mayor Joseph P. Hatem
Members of the Southport Board of Aldermen
Citizens and Taxpayers of Southport**

I am looking forward to receiving your input and comment on my proposed 2023-2024 budget which is an increase in expenditures of 11.68%. This figure is based on the appropriation adopted by the Board at the start of the fiscal year on July 1, 2022. Based on this increase, the neutral tax rate is estimated at .2847. On the average listed home valued at \$413,000 based on this year's revaluation, a yearly tax would be \$1,176 per year. Our current tax rate is \$0.3956 per \$100 of assessed property value.

2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
\$0.2456	\$0.2456	\$0.2456	\$0.2956	\$0.2956	\$0.2956	\$0.2956	\$0.2956	\$0.3956	\$0.2847



We are estimating a decreased ratio of budgeted expenditures to undesignated fund balance at \$5,747,268 as of June 30, 2023, of .84%. There is so much more that needs to be done in Southport to make this community a leader in municipal best practices and one to be proud of in appearance and opportunity. Hopefully this budget starts to do just that!

Page 2 – City Manager’s Budget Message

As you review this budget and we begin the Budget Adoption process, what you will see unfolding is a maintenance budget for the City with very few new requests.

I would like to applaud the Department Heads for keeping their budget requests level and in line with inflation. With an increase in salaries, health benefits, utilities, and insurances, just to mention a few of our budget obstacles, it was not easy for our senior staff to keep their spending level, but with creativity and ingenuity, many of them achieved that goal!

There were a few premises that I adhered to as I prepared this budget proposal. Please keep these in mind when you are studying this budget document:

Strategic Plan of the Mayor and Board of Aldermen: Attached you will find your Goals and Strategic Plan which you adopted earlier this year. I asked Department leaders to keep this document in mind when putting together their spending plan, capital items and asking for new positions. This guiding document assists us in reaching your goals in an expeditious manner.

Revaluation: When putting together this budget, I wanted to make sure the tax rate was revenue neutral and if possible, have a reduction to an even lower level with the ad valorem tax rate. In the last few years, due to many factors, the Board has added additional positions, began the long-needed implementation of Capital Projects, and developed new programs that the residents of Southport have expressed interest in having in their City. All of that equated to an increase in taxes. Because of the goal to expand the Brunswick County Wastewater Treatment Plan, sewer and water rates increased by 10% to start paying off the debt. Our residents are hoping that with the increase in the value of homes, which averaged 44% in Southport, their tax rate can now be lowered.

Increase for Capital Items: Continuing with the progress you made last year allocating \$1,200,000 from Fund Balance to start capital projects, I am asking for \$1,450,000 from Fund Balance to purchase vehicles (\$260,000); start the process of a Comprehensive Master Plan (\$100,000); conduct an outside review of all of our City buildings and structures to develop a long range capital plan to fix roofs, replace HVAC systems, and inspect all City owned buildings for infrastructure problems that need to be taken into account when putting together future budgets (\$150,000); and starting the process of a Stormwater Plan which this City desperately needs so we know where are issues are and start developing a plan of attack (\$250,000). To keep putting off the purchase of vehicles as well as fixing our infrastructure, the repair costs only keep going up and up and the actual purchase price in future years only gets worse and worse. I have also included Capital Funds to continue with your program of placed our overhead electric lines underground which will help us during weather emergencies in keeping our electricity going for all.

Personnel Costs: I am proposing a 5% Cost of Living increase as well as an up to 5% merit raise. We have revamped our Evaluation Form which the Department Heads like using and **Page 3 – City Manager’s Budget Message**

the yearly evaluations will take place in May for this year’s merit. As you requested, during the Human Resources budget presentation, we will be presenting to you an analysis of salaries from the communities around us as well as the private sector. This will also include a comparison of benefit costs with our competitors. I know one benefit request that our staff would love to have is to have the City upfront our share of the HSA health benefit costs, instead of paying out on a monthly basis. This would make it easier for all personnel to afford the upfront deductibles they must pay at the beginning of each fiscal year for the HSA.

Training for All Staff: Since I began as the City Manager in November of 2022, I have noted how much training has NOT occurred for our employees on all levels. Training as simple as what to do in a weather emergency, active attack and how to react, customer service and safety training. In next year’s budget, I have asked that our personnel are allowed to attend more training in their field to make them efficient and effective, as well as to learn the skills necessary to do their job properly. I will also be having training in Emotional Intelligence for Supervisors, Project Management Skill Building, Contract Writing, Emergency Preparedness, and Creative Financing.

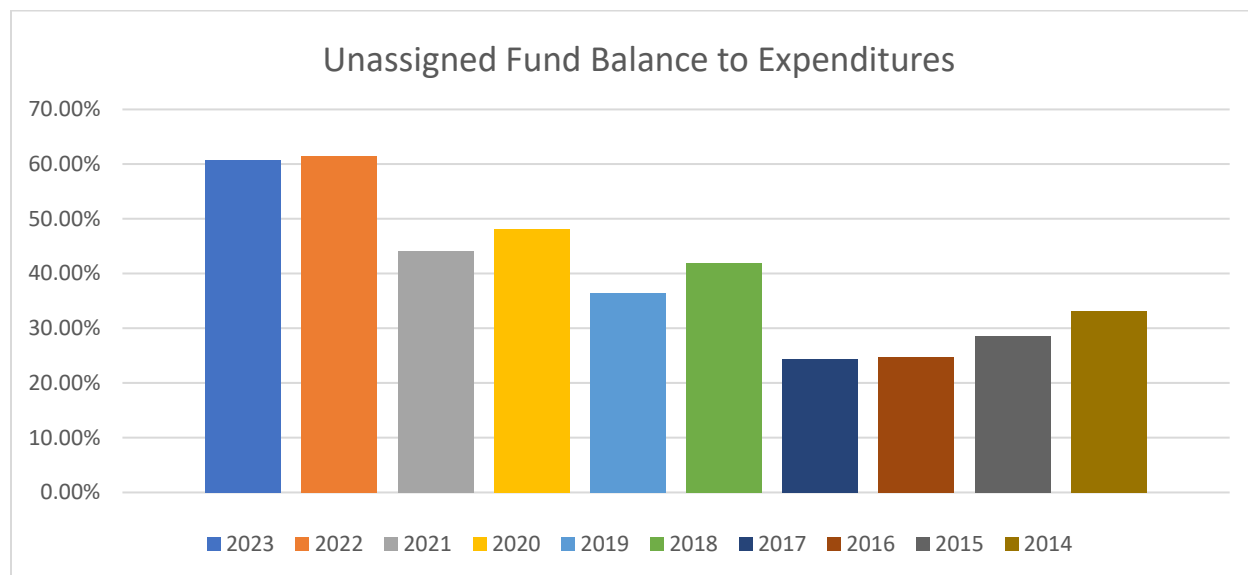
Water/Sewer Budget: I am proposing to increase the amount of water we are purchasing from the City. Our deadline to decide on this comes this year and I think it is prudent to take advantage of this while we are able. As was suggested in a Workshop earlier this year, I have increased the amount of money available for our citizens under the Neighbors 4 Neighbors program. You will also find an increase in funding for meter replacements, which we desperately need and because of a supply issue, are very hard to have on hand.

Electricity Budget: As I mentioned above, I have included money that would continue the conversion of our overhead lines to underground, which is so important for the City especially during weather emergencies. We are also in need of a second substation for the City. There is money set aside for the acquisition of land to place the substation, as well as construction, which together is estimated to be \$1,750,000.

Fund Balance: We are estimating the Fund Balance percentage for Fiscal Year 2023-24 to be 60.71%. You have done an excellent job in keeping our Fund Balance at a reasonable rate in case of emergencies. It is important that we maintain and increase our fund balance so that we receive the lowest interest rates possible for future debt if we go out for bonding. I have proposed using \$1,450,000 of our present Fund Balance to purchase much-needed capital items. (see above)

Page 4 – City Manager’s Budget Message

2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
33.26%	28.66%	24.69%	24.33%	41.89%	36.40%	48.10%	44.17%	61.55%	60.71%



Adequate Fund Fixed Costs: First and foremost, the obligation for our fixed and permanent costs must be funded adequately. These costs include salaries and benefits to retain and attract staff, health benefits which are projected to increase by 3%, Workers Compensation insurance costs, electricity, and fuel for our vehicles, which all of us know increased significantly. Refuse costs went up by \$40,000, and I did increase Attorney Fees significantly as we try to do more training for our Boards and Commissions and put into place better Ordinances, Policies and Procedure.

Plan for Future Mandates: As a part of the \$1,450,000 and the carryover from this year from the \$1,200,000, some of that money should be set aside for future mandates which we all know will be coming to us in the future: upgrade of the public safety radios, the lead and copper pipe inspection mandate (and future replacement), as well as the need for upgraded security systems for our technology. I have attached a list of projects that could be funded by this Capital Account.

Capital Improvement 5 Year Plan – With the assistance of one of our new Part Time Engineers, Bob Jarvis, we will be presenting to you a 5-year Capital Improvement Plan

which will not only assist us with future monetary planning, but also help us when making application to the Local Government Commission, receiving grants, and working towards

Page 5 – City Manager’s Budget Message

achieving the Government Finance Officers Association’s Distinguished Budget Presentation Award, which I know you hope to achieve for the first time for Southport.

What Is New In This Budget? There is very little that is new in the 2023-24 Budget. As requests for new positions have come to my attention, I have prioritized these positions that I feel are warranted so that we can move ahead with the professional progress we have made as a City. None of these positions are a part of the proposed budget. You will also find Justification Forms for each new requested position to help you understand the need for the new staff member and what part of your Strategic Plan this person would address.

What is The Solution to Keep Taxes Level or to Reduce Them?

- Cut back on the number of programs and services given to the taxpayers unless the user pays 100% of the cost of the service. This would mean a lower level of City services but at a lower tax rate.
- Continue offering the same level of programs and services knowing that the taxpayers of our community will have to bear the cost through higher property taxes.
- Lobby our State Legislators for the ability to have a local option food tax as we need some property tax relief as well a way to tax our visitors who use our infrastructure and should contribute to the upkeep of roads, sewers, water, and public safety services.

I know you will find the 2023-24 budget process a difficult one as you balance the need to maintain and improve our current infrastructure; keep the service levels steady; and not burden our taxpayers with large tax increases. The staff and I are here to meet this challenge with you. Please keep in mind that for every \$142,445 you add or delete from the budget, the tax rate will move 1 cent per \$100. This will cost the average median homeowner \$41.30 for each cent added to the neutral tax rate.

I very much appreciate the assistance of a great staff in trying to hold the line on their budgets, especially when there is a large increase in fixed costs and for using creativity and ingenuity to meet the goals of your Strategic Plan.

I would especially like to thank Melanie Trexler, Finance Director; Brandon Stevens, Deputy Finance Director; and Assistance City Manager Dorothy Dutton for their assistance and support while putting together this budget.

I highly encourage you, the citizen, to become very involved in this year’s budget process. The Board and I must hear from you, whether at our Public Hearing or via phone calls, emails, or letters about what is important to you for services and programs in Southport. If

one program is important to you and your family, what program is not as essential, as the budget must be balanced. These are your dollars, so please make sure that we are aware of how you wish to have them spent in the next fiscal year.

Page 6 – City Manager’s Budget Message

The staff and I look forward to working with you on finalizing this budget and with the input from the public and business owners, formalize a financial document that will work well for everyone in Southport!

Sincerely,

A handwritten signature in cursive script, reading "Bonnie Therrien". The signature is written in black ink and is positioned above the printed name.

**Bonnie Therrien
City Manager**

CITY OF SOUTHPORT CITY MANAGER'S PROPOSED 2023-2024 BUDGET



Bonnie Therrien

April 21, 2023

HIGHLIGHTS OF THE BUDGET

- Mayor and Board Strategic Plan for 2023-24
- Revaluation – 44% Increase in Home Values
- Increase in Capital Items and Use of Fund Balance - \$1,450,000
 - Personnel Costs – Salaries and Benefits
 - Training for All Staff
 - Adequate Fixed Costs
 - Future Mandates
 - New Positions Prioritized
 - Maintenance Budget



KEY POINTS



CURRENT TAX RATE: .3956 per \$100 of assessed property value

PROPOSED TAX RATE: .2847 per \$100 of assessed property value

AVERAGE HOME: Valued at \$413,000, Taxes would be \$1176



FUND BALANCES



GENERAL FUND: 60.7%

WATER/SEWER: 1.257%

ELECTRICITY: 62.6%

CAPITAL LIST

Comprehensive Master Plan	\$100,000
Two Patrol Vehicles	\$120,000
City Buildings Survey	\$150,000
Public Services – Dump Truck	\$140,000
Stormwater Issues	\$250,000
Water Meters	\$350,000
SCADA System	\$140,000
Lift Station Generator	\$110,000
City Pier Cross Bracing	<u>\$87,000</u>
TOTAL:	\$1,447,000

NEW PERSONNEL REQUESTS IN PRIORITY ORDER

1. Information Technology Staff Member - \$80,000 plus benefits
2. One Additional Building Inspector - \$68,703 plus benefits*
3. One Additional Permit Technician - \$46,500 plus benefits*
4. Fire Inspector/ISO Officer - \$41,200 plus benefits*
5. Recreation Assistant – Parks and Recreation - \$35,776 plus benefits
6. Two Fulltime Paramedics - \$53,500 each plus benefits
7. Public Services – One promotion to Leadman (\$5,000) and Two Laborers - \$35,480 each plus benefits
8. Community Building – Part Time to Full Time Community Building Administrator - \$43,680 plus benefits
9. Parks and Recreation/Public Services – 1 Staff Member from Public Services to Parks and Recreation
10. Development Services – One Additional Code Enforcement Officer (only if ROW Ordinance being enforced) - \$53,830 plus benefits
11. Development Services – One Downtown/Historic District Person - \$65,432 plus benefits

*** TO BE PAID FOR BY REVENUES IN BUILDING AND FIRE**



OLD ASSESSED VALUE: \$ 250,000

CURRENT TAXES: \$ 989

NEW ASSESSED VALUE: \$ 360,000

NEW TAXES: \$ 1024.92

DIFFERENCE OF: \$ 35.92

OLD ASSESSED VALUE: \$450,000

CURRENT TAXES: \$1780.20

NEW ASSESSED VALUE: \$648,000

NEW TAXES: \$1844.86

DIFFERENCE OF: \$64.66

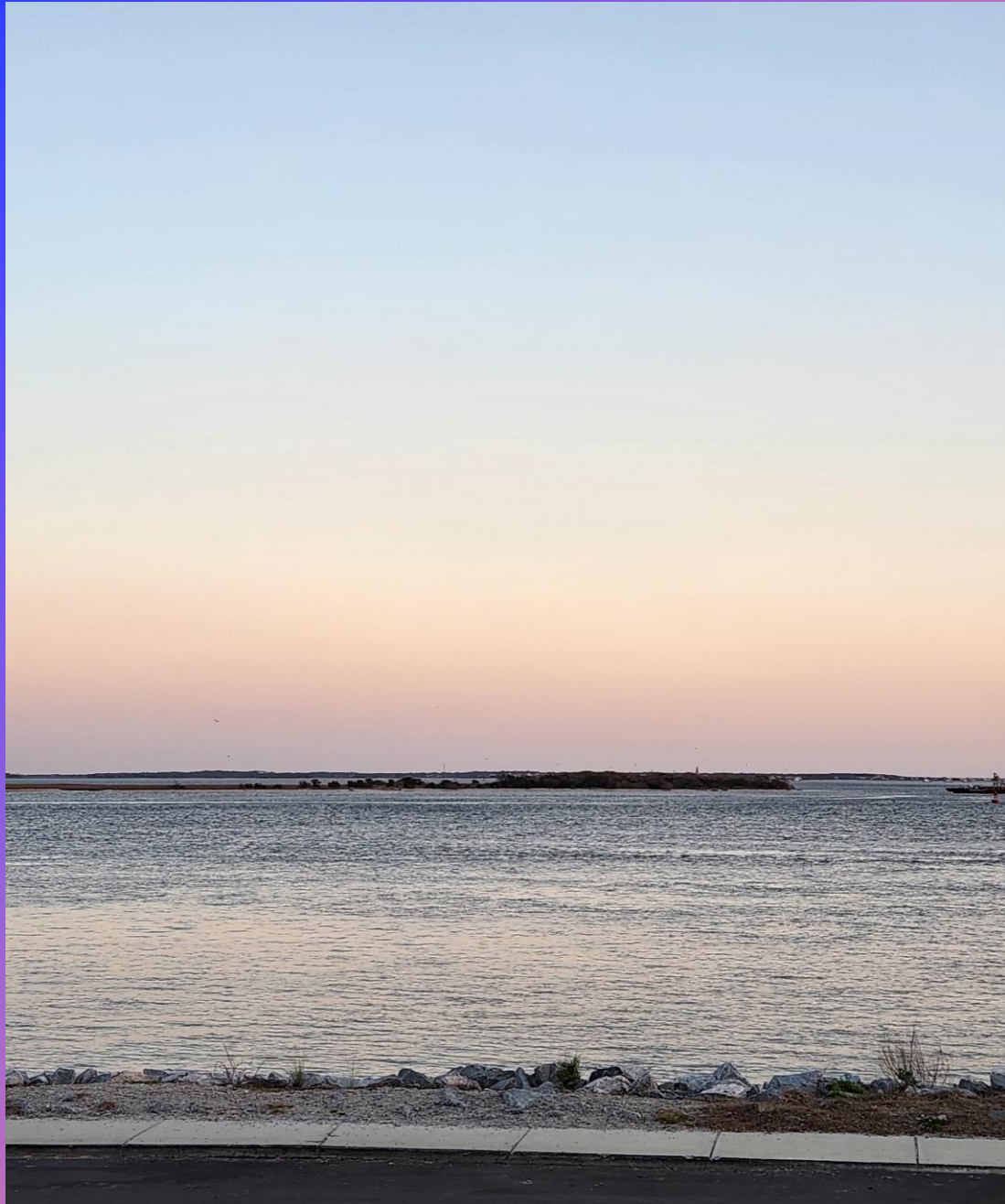
OLD ASSESSED VALUE: \$750,000

CURRENT TAXES: \$2,967

NEW ASSESSED VALUE: \$1,080,000

NEW TAXES: \$3,074.76

DIFFERENCE OF: \$107.76



1) Public Hearing – Date to Be Determined

2) Email/Voice Your Concerns

**3) If You Want a Program, What Program Should be
Eliminated to keep the Tax Rate Down**

**4) Voice Your Concerns and What You Like about
the Budget!**

YOUR TAX DOLLARS!!

**PUBLIC INPUT
NEEDED!!!**



Solutions for Lower Taxes

- Decrease the Level of Services
- Lobbying our State Legislators for local option taxes
- Find ways to increase the dollars raised from visitors



+

○



THANK YOU

Melanie Trexler, Finance Director

Brandon Stevens, Deputy Finance Director

Dorothy Dutton, Assistant City Manager

Department Heads





BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: 05/01/2023 **DEPARTMENT:** Public Services/Administration

PRESENTED BY: _____

ITEM SPONSORED BY: Public Services/Administration

ITEM/TOPIC: Consultant recommendation for dangerous trees and hanging limbs
removal and disposal

COST: See attachment **BUDGET LINE ITEM:** 10-03-4190-4400

JUSTIFICATION: We need a contract prior to any hurricanes. It has been recommended to us to
have a primary and a secondary contractor selected. These contractors are only used for storm debris.

IMPACT IF NOT APPROVED: City staff will have to collect and dispose of everything
at no set cost. We likely will have trouble getting reimbursed from FEMA.

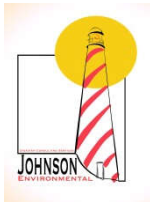
DEPARTMENT HEAD COMMENTS: We went through this process in 2021, and it must be
done every two years. Ideally, the contractors are in place before hurricane season.
Having a primary and secondary contractor helps make things go more smoothly.

CITY MANAGER COMMENTS: I concur with the recommendation by Johnson Environmental
that State Tree Services, Inc. should be the City's primary contractor; and DRC should be
the secondary contractor.

ATTACHMENTS: Johnson Environmental & Disaster Consulting Services letter recommendation,
tabulation sheet and contract.

REQUESTED ACTION: Approve the Consultant's recommendations to contract primarily
with State Tree Service, Inc. and DRC Emergency Services, LLC as the secondary contractor.

PROPOSED MOTION: I move to select State Tree Service, Inc. as the City's primary
Dangerous Trees and Hanging Limbs Removal and Disposal contractor; and to select
DRC Emergency Services, LLC as the secondary Dangerous Trees and Hanging Limbs
Removal and Disposal Contractor.



April 19, 2023

Mr. Tom Stanley, Public Services Director
City of Southport
1010 North Howe Street
Southport, NC 28461

RE: **CONTRACTOR RECOMMENDATION**

- **2023 – 2025 Phase II - Dangerous Trees and Hanging Limbs Removal and Disposal Contract**

Primary Contractor

State Tree Services, Inc. (STS)

Second Call Contractor

DRC Emergency Services, LLC (DRC)

Dear Mr. Stanley

On April 4, 2023 the City of Southport conducted a bid reading and tabulation for preposition **Phase II – Hanging Limbs and Dangerous Tree Removal/Disposal Contract** as part of our response and preparedness program. The participation in these “Request for Proposals” was considered satisfactory, for the contract period 2023-2025 the bidding produced 4 qualified bids.

The Bidding Results were evaluated (see attached). The results were competitive with no single company providing the lowest bid for all scopes of work in the Form of Proposal. When evaluating all contractors, it is determined that ***State Tree Services, Inc. (STS)*** is the lowest “overall” bidder. Specifically, the sum total costs for completing the same scope of work from Hurricane Isaias. STS extrapolated costs to cut and dispose the same number of trees and dangerous limbs as conducted during Hurricane Isaias would be \$33,270.00. STS is also lowest overall estimate for the Alternative Schedule to drop hangers and trees to be managed for final disposal by the Phase II contractor, that estimate is first place extrapolated cost of \$25,065.00. The next overall bidder (2nd place) as evaluated would be ***DRC Emergency Services, LLC (DRC)***, of Galveston, TX. ***DRC*** extrapolated costs to cut and dispose the same number of trees and dangerous limbs as conducted during Hurricane Isaias would be \$50,866.50.

Based on overall price and equity of price, ***State Tree Services, Inc. (STS)*** should be considered for primary contract recommendation, and ***DRC Emergency Services, LLC***

(DRC) as the secondary or backup contractor, being the next overall lowest contractor. It was agreed to proceed with evaluation of their experience, financial strength, etc.

Summary of Findings for STS- Primary Contract Recommendation

STS presented a comprehensive support document with their bid package. A Certificate of Insurance (COI) was evaluated with Part 1, Section 6.0 of the Bidders Instructions contract requirements with current enforcement. The Certificate of Insurance (COI) names the City of Southport as the certificate holder and an additional insured. **STS's** currently enforced insurance meets or exceeds the requirements of the contract.

Federal Debarment Analysis

The Federal Government System for Award Management (SAM), located at <https://www.sam.gov/portal/public/SAM/> was searched for **State Tree Services, Inc.** they were not found. A call was placed to Ms. Suzanne Huntley, with State Tree. She explains they have registered with SAM but there is new software and they have re-registered. At the time of this document preparation their new registration has not been updated. However, Ms. Huntley, confirms that they have ***no disbarment from completing any Government Contracts***. That they are currently working with SC-DOT on a project that is Federal Highway funded.

NC Debarment Analysis

Additionally, the North Carolina Debarred Vendors List, <https://ncadmin.nc.gov/documents/nc-debarred-vendors>, was searched for **State Tree Services, Inc.** on April 19, 2023 and they were not found as debarred vendors.

STS provided a financial statement, insurance contacts; reference list of recent clients, list of equipment, list of subcontractors and equipment, and the results of calls to a sample of these references is also included with the due diligence documents. Regarding the reference and experience evaluation of this contractor, we found STS to have significant experience in the debris removal and debris disposal business. The provided experience directly relates debris removal and to the Dangerous Trees and Hanging Limbs contracts they have bid on. State Tree Services was the contractor for City of Southport's most recent debris activations, Hurricane Ian, 2022; completing debris reduction and material haul off, and Hurricane Isaias 2020 Phase II – Debris Removal, Reduction and Disposal Services. STS completed this debris removal project of approximately 45,000 cy vegetation and 145 tons of C&D. Staff's opinion of STS's work and professionalism was excellent.

STS is a Sumter, SC based company. STS appears to be financially sound from the documents provided. The financial report though not verified was evaluated at face value, and it appears the company's total assets for period ending December 31, 2021 are \$4,802,105. with current fixed assets (assuming property and equipment less depreciation) accounting for \$3,817,713. The company's revenues during the period ending December 31, 2021 were \$8,072,508; the company managed cash flow in the same period for cost of revenues (assumption to Subcontractors & Vendors) of \$7,819,600.

STS bonding company agent confirms that STS maintains a regular bonding program with the largest bond to date of \$2.9M. He expresses an opinion that STS has been approved for bonds in the \$3M range and should be able to provide bonding for single projects to \$4M in the future with an aggregate capacity of \$8M.

Evaluation of STS's debris related experience is also found in the due diligence section. STS provided a 3-page list of previous experience was received in the documentation provided in the proposal. The document listed references for 37 different projects that were classified debris operations or similar. All previous clients reached gave positive reviews of State Tree Services and all would have no issue rehiring them for similar work in the future. Additionally, State Tree Services was the City of Southport's contractor for debris removal and all reduction operations during the Hurricane Ian and Hurricane Isaias responses, as well as performed as the 1st tier subcontractor during Hurricane Florence.

Summary of Findings for *DRC Emergency Services, LLC (DRC)* - Secondary Contract Recommendation

The financial report provided is for DRC Emergency Services, LLC. The financial report though not verified was evaluated at face value, and it appears the company's total assets for period ending December 31, 2021 are \$303,696,932, with property and equipment assets (less depreciation) accounting for \$2,321,462.

The company's revenues during the period ending December 31, 2021 were \$336,368,510; the company managed cash flow in the same period for cost of revenues (assumption to Subcontractors & Vendors) of \$246,112,480.

Regarding bonding, their Surety Company confirmed a bonding program through the Travelers Casualty and Surety and has agreed to support performance and payment bonds for single projects up to \$500M and aggregate program to \$31B for DRC.

In regards to insurance, ***DRC*** upon request provided COI's with the City of Southport named as an additional insured. The certificates were evaluated and all currently enforced limits meet or exceeded.

Federal Debarment Analysis

The Federal Government System for Award Management (SAM) located at <https://www.sam.gov/portal/public/SAM>, was searched for: **DRC Emergency Services LLC**, on April 19, 2023, and was not found as an excluded entity from any governmental agency either procurement or non-procurement contracts.

NC Debarment Analysis

Additionally, the North Carolina Debarred Vendors List was searched for DRC Emergency Services, LLC on April 19, 2023 and they were not found as debarred vendors.

Regarding experience, DRC is a top tier Emergency Response Debris Contractor. Regularly providing Dangerous Tree and Hanging Limb debris removal services. **DRC** provided a 10-page document with 75 debris related references since 2018. We were able to contact a small sample of references and all prior entities reached would rehire **DRC** for similar work.

It is our recommendation that **State Tree Services, Inc. (STS)** be awarded the primary contract (or 1st call) for Dangerous Trees and Hanging Limbs Removal Contract and that **DRC Emergency Services, LLC (DRC)** be awarded the secondary contract (or 2nd call) for the same listed scope of work.

Sincerely,

A handwritten signature in cursive script that reads "Barry L. Johnson".

Barry L. Johnson

Enclosures:

City of Southport - Proposal Evaluation
Phase II - Dangerous Trees and Hanging Limbs (Removal and Disposal)

DATE: 4/04/23
TIME: 10:00AM

Company submitting proposal	Phase II - Dangerous Trees and Hanging Limbs													
	1) Cut and Dispose of Hanging Limbs (\$/tree)	2) Cut and dispose of Dangerous Trees				3) Grind, dispose and backfill Stumps		4) Remove, dispose and backfill rootballs		5) Alternative Schedule Cut and Drop Hanging Limbs (\$/tree)	6) Alternative Schedule Cut and Drop trees			
		A) <6" tree (\$/tree)	B) 6" - 18" tree (\$/tree)	C) 19" - 36" tree (\$/tree)	D) >37" tree (\$/tree)	A) <24" tree (\$/tree)	B) >24" tree (\$/tree)	A) <24" tree (\$/tree)	B) > 24" tree (\$/tree)		A) <6" tree (\$/tree)	B) 6" - 18" tree (\$/tree)	C) 19" - 36" tree (\$/tree)	D) >37" tree (\$/tree)
TFR Ent.	\$ 155.00	\$ 50.00	\$ 395.00	\$ 795.00	\$ 895.00	\$ 450.00	\$500.00	\$ 450.00	\$500.00	\$ 75.00	\$ 20.00	\$ 125.00	\$ 225.00	\$ 375.00
State Tree	\$ 60.00	\$ 55.00	\$ 250.00	\$ 425.00	\$ 600.00	\$ 150.00	\$250.00	\$ 200.00	\$300.00	\$ 50.00	\$ 40.00	\$ 75.00	\$ 200.00	\$ 300.00
DRC	\$ 98.50	\$ 85.00	\$ 265.00	\$ 430.00	\$ 560.00	\$ 300.00	\$400.00	\$ 300.00	\$400.00	\$ 74.50	\$ 45.00	\$ 145.00	\$ 275.00	\$ 350.00
KDF Ent.	\$140.00	\$250.00	\$ 350.00	\$ 500.00	\$ 750.00	\$ 450.00	\$650.00	\$ 395.00	\$595.00	\$ 90.00	\$200.00	\$ 200.00	\$ 200.00	\$ 250.00

Hurricane Isaias - Project Hangers and Trees Actual Data

	Hangers	Leaner/Tree (<6")	Leaner/Tree (6-18")	Leaner/Tree (19-36")	Leaner/Tree (>37")	Rootball (=>24")
	449	1	13	5	1	1

Hurricane Isaias (previous event model) Actual Numbers / Cut and Dispose Option

Company submitting proposal	Hangers	Leaner/Tree (<6")	Leaner/Tree (6-18")	Leaner/Tree (19-36")	Leaner/Tree (>37")	Rootball (=>24")
TFR Ent.	\$69,595.00	\$50.00	\$5,135.00	\$3,975.00	\$895.00	\$500.00
State Tree	\$26,940.00	\$55.00	\$3,250.00	\$2,125.00	\$600.00	\$300.00
DRC	\$44,226.50	\$85.00	\$3,445.00	\$2,150.00	\$560.00	\$400.00
KDF Ent.	\$62,860.00	\$250.00	\$4,550.00	\$2,500.00	\$750.00	\$595.00

Hurricane Isaias (previous event model) Actual Numbers / Cut and Drop Option

Company submitting proposal	Hangers	Leaner/Tree (<6")	Leaner/Tree (6-18")	Leaner/Tree (19-36")	Leaner/Tree (>37")	Rootball (=>24")
TFR Ent.	\$33,675.00	\$20.00	\$1,625.00	\$1,125.00	\$375.00	\$500.00
State Tree	\$22,450.00	\$40.00	\$975.00	\$1,000.00	\$300.00	\$300.00
DRC	\$33,450.50	\$45.00	\$1,885.00	\$1,375.00	\$350.00	\$400.00
KDF Ent.	\$40,410.00	\$200.00	\$2,600.00	\$1,000.00	\$250.00	\$595.00

Total Anticipated Costs
\$80,150.00
\$33,270.00
\$50,866.50
\$71,505.00
Total Anticipated Costs
\$37,320.00
\$25,065.00
\$37,505.50
\$45,055.00

\$29,283.50 58% Delta between 2 & 3 (excessive)

\$185.50 0% Delta between 2 & 3 (more reasonable)

Best overall
2nd best overall

State Tree
DRC

City of Southport - Proposal Evaluation
Phase II - Dangerous Trees and Hanging Limbs (Removal and Disposal)

DATE: 4/04/23
TIME: 10:00AM

Unit Totals (turnkey cut and dispose)					
Company submitting proposal	1) Cut and Dispose of Hanging Limbs (\$/tree)	2) Cut and dispose of Dangerous Trees (Total Cost / Unit)	3) Grind, dispose and backfill Stumps (Total Cost / Unit)	4) Remove, dispose and backfill rootballs (Total Cost / Unit)	Sum of all Units
TFR Ent.	\$155.00	\$2,135.00	\$950.00	\$950.00	\$4,190.00
State Tree	\$60.00	\$1,330.00	\$400.00	\$500.00	\$2,290.00
DRC	\$98.50	\$1,340.00	\$700.00	\$700.00	\$2,838.50
KDF Ent.	\$140.00	\$1,850.00	\$1,100.00	\$990.00	\$4,080.00

Unit Totals (w/ Alternate Schedule to cut and drop)					
Company submitting proposal	5) Alt. Schedule Cut and Drop Hanging Limbs	6) Alternative Schedule Cut and Drop trees (Total Cost / Unit)	3) Grind, dispose and backfill Stumps (Total Cost / Unit)	4) Remove, dispose and backfill rootballs (Total Cost / Unit)	Sum of all Units
TFR Ent.	\$75.00	\$745.00	\$950.00	\$950.00	\$2,720.00
State Tree	\$50.00	\$615.00	\$400.00	\$500.00	\$1,565.00
DRC	\$74.50	\$815.00	\$700.00	\$700.00	\$2,289.50
KDF Ent.	\$90.00	\$850.00	\$1,100.00	\$990.00	\$3,030.00

1st Place
2nd Place

CITY OF SOUTHPORT
PHASE II- DANGEROUS TREE AND HANGING LIMBS
REMOVAL AND DISPOSAL CONTRACT

PART III – FORM OF PROPOSAL

TO: Ms. Dorothy Dutton, City Clerk
City of Southport
1029 N. Howe St., Suite 100
Southport, NC 28461

DATE: 3/26/2023

FROM: State Tree Services, Inc.
(Bidder/Contractor)

PHONE: 803.773.1320

ADDRESS: 1455 N Pike East
Sumter SC 29153

UNIT PRICE BID: The undersigned, having carefully examined the Instructions to Bidders, ***CITY OF SOUTHPORT – PHASE II- DANGEROUS TREE AND HANGING LIMBS REMOVAL AND DISPOSAL CONTRACT*** dated February 27, 2023 including the following addenda:

ADDENDUM # _____

DATED: _____

ADDENDUM # _____

DATED: _____

As well as the premises and conditions affecting the work, proposes to furnish all services, labor, materials and equipment called for to complete the completion of project in accordance with the contract documents for the following unit price amounts.

Unit price No. 1

CONTRACTOR will cut, gather, load, haul and dispose of Hanging Limbs from rights-of-way, parks, designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City. Hanging Limbs still attached to privately owned trees shall be cut no farther than the outermost edge of the right-of-way. All trees where hanging limbs are removed must be documented by a City of Southport site monitor or its designee prior to removal.

Unit Price No. 1 \$ 60.⁰⁰ /tree

CITY OF SOUTHPORT
PHASE II- DANGEROUS TREE AND HANGING LIMBS
REMOVAL AND DISPOSAL CONTRACT

PART III – FORM OF PROPOSAL

Unit price No. 2

CONTRACTOR will cut, gather, load, haul and dispose of Dangerous Trees from rights-of-way, parks, designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City. Dangerous Trees originating from privately owned property shall be cut no farther than the outermost edge of the right-of-way. All trees removed must be documented by a City of Southport site monitor or its designee prior to removal.

Unit Price No. 2A	\$ <u>55.00</u> /tree less than 6" in diameter
Unit Price No. 2B	\$ <u>250.00</u> /tree (6" – 18") in diameter
Unit Price No. 2C	\$ <u>425.00</u> /tree (19" – 36") in diameter
Unit Price No. 2D	\$ <u>600.00</u> /tree greater than 37" in diameter

Unit price No. 3

CONTRACTOR will grind and dispose of stumps, cut under Part II, Section 2.02 if determined to be a hazard in itself from rights-of-way, parks and designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City. All stumps ground must be ground to a minimum of five (5) inches below ground level and contractor will fill remaining crater with unclassified fill and compact to ground level. All stumps ground must be approved and documented by a City of Southport site monitor or its designee prior to removal.

Unit of Measurement, DBH (diameter at breast height) the diameter as measured approximately 4' from the ground level and rounded to the nearest inch:

Unit Price No. 3A	\$ <u>150.00</u> /tree less than 24" in diameter
Unit Price No. 3B	\$ <u>250.00</u> /tree greater than 24" in diameter

CITY OF SOUTHPORT
PHASE II- DANGEROUS TREE AND HANGING LIMBS
REMOVAL AND DISPOSAL CONTRACT

PART III – FORM OF PROPOSAL

Unit price No. 4

CONTRACTOR will remove and dispose of root balls from leaning or blown down trees where root balls are at least 50% exposed, from rights-of-way, parks, designated public property within the incorporated limits of the City. CONTRACTOR will fill remaining crater with unclassified fill and compact to ground level. All root balls removed must be approved and documented by a City of Southport site monitor or its designee prior to removal.

Unit Price No. 4A \$ 200.00 /tree 24" or less in diameter

Unit Price No. 4B \$ 300.00 /tree greater than 24" in diameter

Alternative Schedule:

Unit price No. 5

CONTRACTOR will cut, gather, and stage Hanging Limbs from rights-of-way, parks, designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City on the public right-of-way for final removal and disposal by the Phase II – Debris Removal Contractor. Hanging Limbs still attached to privately owned trees shall be cut no farther than the outermost edge of the right-of-way. All trees where hanging limbs are removed must be documented by a City of Southport site monitor or its designee prior to removal.

Unit Price No. 5 \$ 50.00 /tree

Unit price No. 6

CONTRACTOR will cut, gather, and stage Dangerous Trees from rights-of-way, parks, designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City on the public right-of-way for final removal and disposal by the Phase II – Debris Removal Contractor. Dangerous Trees originating from privately owned property shall be cut no farther than the outermost edge of the right-of-way. All trees removed must be documented by a City of Southport site monitor or its designee prior to removal.

Unit Price No. 6 \$ 40.00 /tree less than 6" in diameter

CITY OF SOUTHPORT
PHASE II- DANGEROUS TREE AND HANGING LIMBS
REMOVAL AND DISPOSAL CONTRACT

PART III – FORM OF PROPOSAL

Unit Price No. 6B \$ 75.00 /tree (6" – 18") in diameter

Unit Price No. 6C \$ 200.00 /tree (19" – 36") in diameter

Unit Price No. 6D \$ 300.00 /tree greater than 37" in diameter

State Tree Services, Inc.
Company Name

Mickey Barner
Signature

South Carolina
State of Incorporation

Secretary
Title

(Corporate Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CRW Insurance PO Box 70 Sumter SC 29151	CONTACT NAME: Robert E Nalley PHONE (A/C, No, Ext): (803) 775-1168 E-MAIL ADDRESS: jrogers@crwins.com	FAX (A/C, No): (803) 773-8855
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Continental Indemnity Company		28258
INSURER B: Markel American Insurance Co		28932
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED (803) 773-1320
State Tree Services Inc
1455 N PIKE E
Sumter SC 29153

COVERAGES

CERTIFICATE NUMBER: Cert ID 11559

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	☐ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB						AGGREGATE \$
	☐ OCCUR ☐ CLAIMS-MADE						\$
	DED ☐ RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			46-784374-02-06	09/06/2022	09/06/2023	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y ☐ N/A					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Rented and Leased Equip.			MKLM7IM0053513	06/18/2022	06/18/2023	Limit \$ 1,000,000
B	Owned Equipment			MKLM7IM0053513	06/18/2022	06/18/2023	Limit \$ 6,286,513

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Southport

1029 N Howe Street
Suite 100
Southport NC 28461

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/16/2023

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PRODUCER Countybank Insurance Services, Inc. 3501 Pelham Road Suite 101 Greenville SC 29615		CONTACT NAME: Ellen Carroll PHONE (A/C, No, Ext): (864) 335-2450 FAX (A/C, No): (864) 335-2487 E-MAIL ADDRESS: ecarroll@ecountybank.com	
INSURED State Tree Services Inc. 1455 N. Pike East Sumter SC 29153		INSURER(S) AFFORDING COVERAGE INSURER A: Associated Industries Ins Co INSURER B: Selective Insurance Co of South Carolina INSURER C: Scottsdale Insurance Co INSURER D: INSURER E: INSURER F:	
		NAIC # 19259 41297	

COVERAGES **CERTIFICATE NUMBER:** CL2321612183 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			AES120112802	02/15/2023	02/15/2024	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			S 2454176	02/15/2023	02/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
C	UMBRELLA LIAB			XLS2001448	02/15/2023	02/15/2024	EACH OCCURRENCE \$ 2,000,000
	☒ EXCESS LIAB	☐ OCCUR					AGGREGATE \$ 2,000,000
	☐ CLAIMS-MADE						\$
	DED	RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named insured with regard to General Liability coverage.

CERTIFICATE HOLDER**CANCELLATION**

City of Southport
1029 North Howe St.
Suite 100
Southport NC 28461

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ellen Carroll

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CITY OF SOUTHPORT
PHASE II- DANGEROUS TREE AND HANGING LIMBS
REMOVAL AND DISPOSAL CONTRACT

PART III – FORM OF PROPOSAL

TO: Ms. Dorothy Dutton, City Clerk
City of Southport
1029 N. Howe St., Suite 100
Southport, NC 28461

DATE: March 28, 2023

FROM: DRC Emergency Services, LLC
(Bidder/Contractor)

PHONE: (888) 721-4372

ADDRESS: 111 Veterans Boulevard, Suite 401
Metairie, LA 70005

UNIT PRICE BID: The undersigned, having carefully examined the Instructions to Bidders, ***CITY OF SOUTHPORT – PHASE II- DANGEROUS TREE AND HANGING LIMBS REMOVAL AND DISPOSAL CONTRACT*** dated February 27, 2023 including the following addenda:

ADDENDUM # None issued

DATED: _____

ADDENDUM # _____

DATED: _____

As well as the premises and conditions affecting the work, proposes to furnish all services, labor, materials and equipment called for to complete the completion of project in accordance with the contract documents for the following unit price amounts.

Unit price No. 1

CONTRACTOR will cut, gather, load, haul and dispose of Hanging Limbs from rights-of-way, parks, designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City. Hanging Limbs still attached to privately owned trees shall be cut no farther than the outermost edge of the right-of-way. All trees where hanging limbs are removed must be documented by a City of Southport site monitor or its designee prior to removal.

Unit Price No. 1 \$ 98.50 /tree

CITY OF SOUTHPORT
PHASE II- DANGEROUS TREE AND HANGING LIMBS
REMOVAL AND DISPOSAL CONTRACT

PART III – FORM OF PROPOSAL

Unit price No. 2

CONTRACTOR will cut, gather, load, haul and dispose of Dangerous Trees from rights-of-way, parks, designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City. Dangerous Trees originating from privately owned property shall be cut no farther than the outermost edge of the right-of-way. All trees removed must be documented by a City of Southport site monitor or its designee prior to removal.

Unit Price No. 2A	\$ 85.00	/tree less than 6" in diameter
Unit Price No. 2B	\$ 265.00	/tree (6" – 18") in diameter
Unit Price No. 2C	\$ 430.00	/tree (19" – 36") in diameter
Unit Price No. 2D	\$ 560.00	/tree greater than 37" in diameter

Unit price No. 3

CONTRACTOR will grind and dispose of stumps, cut under Part II, Section 2.02 if determined to be a hazard in itself from rights-of-way, parks and designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City. All stumps ground must be ground to a minimum of five (5) inches below ground level and contractor will fill remaining crater with unclassified fill and compact to ground level. All stumps ground must be approved and documented by a City of Southport site monitor or its designee prior to removal.

Unit of Measurement, DBH (diameter at breast height) the diameter as measured approximately 4' from the ground level and rounded to the nearest inch:

Unit Price No. 3A	\$ 300.00	/tree less than 24" in diameter
Unit Price No. 3B	\$ 400.00	/tree greater than 24" in diameter

CITY OF SOUTHPORT
PHASE II- DANGEROUS TREE AND HANGING LIMBS
REMOVAL AND DISPOSAL CONTRACT

PART III – FORM OF PROPOSAL

Unit price No. 4

CONTRACTOR will remove and dispose of root balls from leaning or blown down trees where root balls are at least 50% exposed, from rights-of-way, parks, designated public property within the incorporated limits of the City. CONTRACTOR will fill remaining crater with unclassified fill and compact to ground level. All root balls removed must be approved and documented by a City of Southport site monitor or its designee prior to removal.

Unit Price No. 4A \$ 300.00 /tree 24" or less in diameter

Unit Price No. 4B \$ 400.00 /tree greater than 24" in diameter

Alternative Schedule:

Unit price No. 5

CONTRACTOR will cut, gather, and stage Hanging Limbs from rights-of-way, parks, designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City on the public right-of-way for final removal and disposal by the Phase II – Debris Removal Contractor. Hanging Limbs still attached to privately owned trees shall be cut no farther than the outermost edge of the right-of-way. All trees where hanging limbs are removed must be documented by a City of Southport site monitor or its designee prior to removal.

Unit Price No. 5 \$ 74.50 /tree

Unit price No. 6

CONTRACTOR will cut, gather, and stage Dangerous Trees from rights-of-way, parks, designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City on the public right-of-way for final removal and disposal by the Phase II – Debris Removal Contractor. Dangerous Trees originating from privately owned property shall be cut no farther than the outermost edge of the right-of-way. All trees removed must be documented by a City of Southport site monitor or its designee prior to removal.

Unit Price No. 6 \$ 45.00 /tree less than 6" in diameter

CITY OF SOUTHPORT
PHASE II- DANGEROUS TREE AND HANGING LIMBS
REMOVAL AND DISPOSAL CONTRACT

PART III – FORM OF PROPOSAL

Unit Price No. 6B \$ 145.00 /tree (6" – 18") in diameter

Unit Price No. 6C \$ 275.00 /tree (19" – 36") in diameter

Unit Price No. 6D \$ 350.00 /tree greater than 37" in diameter

DRC Emergency Services, LLC

Company Name


Signature Kristy Fuentes

Vice President/Secretary/Treasurer

Title

Alabama

State of Incorporation

(Corporate Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/03/2023

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PRODUCER McGriff Insurance Services, LLC 10100 Katy Freeway, #400 Houston, TX 77043	CONTACT NAME: Julia Becvar PHONE (A/C, No, Ext): 713-877-8975 E-MAIL: jbecvar@mcgriff.com ADDRESS: jbecvar@mcgriff.com	FAX (A/C, No): 713-877-8974
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :Crum & Forster Specialty Insurance Company		44520
INSURER B :United States Fire Insurance Company		21113
INSURER C :Texas Mutual Insurance Company		22945
INSURER D :Argonaut Insurance Company		19801
INSURER E :		
INSURER F :		

INSURED
DRC Emergency Services, LLC
P.O. Box 17017
Galveston, TX 77552

COVERAGES

CERTIFICATE NUMBER:5TKBGE9J

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			ECG107062	03/31/2023	03/31/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			1337543307	03/31/2023	03/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A ☒ X	0001307608 TX WC928968471754 OS	03/31/2023	03/31/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Phase II Dangerous Tree & Hanging Limb Removal & Disposal

In the event of cancellation by the insurance companies the policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the Certificate Holder shown below. City of Southport is included as an Additional Insured on the General Liability, Automobile Liability and Excess Liability policies. Waiver of Subrogation applies in favor of City of Southport as respects General Liability, Automobile Liability, Workers' Compensation and Excess Liability. The General Liability Policy includes a Per Project Aggregate. Coverage is primary and non-contributory as respects to General Liability, Automobile Liability and Excess Liability policies. All as required by written contract subject to policy, terms, conditions, and exclusions.

CERTIFICATE HOLDER

City of Southport
1029 N. Howe St., Suite 100
Southport, NC 28461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R. Michael Broadlove, Jr.



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: 5/1/2023 DEPARTMENT: Public Services/Administration

PRESENTED BY: _____

ITEM SPONSORED BY: Administration/Public Services

ITEM/TOPIC: Consultant recommendation for vegetative debris, construction and demolition debris collection and disposal.

COST: See attachment BUDGET LINE ITEM: 10-03-4190-4400

JUSTIFICATION: We need a contract prior to any hurricanes. It is best to have a primary and secondary contractor selected. These contractors are used to manage storm debris.

IMPACT IF NOT APPROVED: City staff (Public Services) would be responsible for collecting all debris and disposing of it. This process makes it much easier to get FEMA reimbursements.

DEPARTMENT HEAD COMMENTS: We went through this process in 2021, and it must be done every two years. Ideally, the contractors are in place before hurricane season. Having a primary and secondary contractor helps get things done more smoothly.

CITY MANAGER COMMENTS: I concur with our consultant, Barry Johnson, on debris removal.

ATTACHMENTS: Johnson Environmental & Disaster Consulting Services letter recommendation tabulation sheet, and contract.

REQUESTED ACTION: Approve contracting with State Tree Services, Inc as the primary, and KDF Enterprises, LLC as the secondary contractor.

PROPOSED MOTION: I move to select State Tree Service, Inc. as our primary Vegetative Debris and C & D Debris Removal and Disposal ; and to select KDF Enterprises, LLC as the secondary Vegetative Debris and C & D Debris Removal and Disposal Contractor.



April 20, 2023

Mr. Thomas Stanley, Public Services Director
City of Southport
1010 North Howe Street
Southport, NC 28461

RE: **CONTRACTOR RECOMMENDATION**

- **2023 - 2025 Phase II – Vegetative Debris Removal/Disposal and C&D Debris Removal**

Primary Contractor

State Tree Services, Inc. (STS)

Second Call Contractor

KDF Enterprises, LLC (KDF)

Dear Mr. Stanley,

On April 4, 2023 the City of Southport conducted a bid reading and tabulation for Proposition **Phase II – C&D Debris Removal and Vegetative Debris Removal and Disposal** as part of our response and preparedness program. The participation in these “Request for Proposals” was considered satisfactory, for the contract period July 1, 2023-June 30, 2025 the bidding produced five (5) qualified bids.

The Bidding Results were evaluated (see attached). The results were competitive with no single company providing the lowest bid for all scopes of work in the Form of Proposal. Therefore, the best method for determination is to utilize the contract stipulation 5.04 of the Instructions to Bidders to determine our primary and secondary contractor (see below).

- 5.04 If there are no bidders that are clearly lowest on all scopes of work in the Form of Proposal, lowest overall and 2nd lowest overall will be determined by estimated total cost for debris removal utilizing USACE Category 3 estimated event scenario... for the City of Southport, this has been calculated as having C&D generation of 48,769 cy, Vegetative Debris generation of 73,154 cy. However, this does not imply a minimum or maximum quantity for the award.

Therefore, when evaluating all proposals from contractors under the Category 3 scenario referenced above, it is determined that ***State Tree Service, Inc. (STS)***, of Sumter, SC is the lowest “overall” bidder. Specifically, for the most likely scenario for delivery sites: Vegetative Debris removal and delivery to Stevens Park or Sunny Point, \$5.50/cy, grind and

operate DMS, \$2.25/cy, haul ground material 10 miles, \$3.00/cy and C&D from rights of way and town properties removed and delivered to Brunswick County Landfill, \$50.00/ton. **STS's** overall USACE Hybrid Cat. 3 Model (Vegetative Debris reduced at Stevens Park or Sunny Point, and Brunswick County Landfill for C&D Debris) extrapolated cost would be a first-place estimate of \$3,060,259.00.

The next overall bidder (2nd place) as evaluated would be **KDF Enterprises, LLC. (KDF)**, of Mobile, AL specifically for the most likely scenario for delivery sites: Specifically, for the most likely scenario for delivery sites: Vegetative Debris removal and delivery to Stevens Park or Sunny Point, \$7.95/cy, grind and operate DMS, \$5.25/cy, haul ground material 10 miles, \$4.50/cy and C&D from rights of way and town properties removed and delivered to Brunswick County Landfill, \$67.50/ton. **KDF's** overall USACE Hybrid Cat. 3 Model (Vegetative Debris reduced at Stevens Park or Sunny Point, and Brunswick County Landfill for C&D Debris) extrapolated cost would be a second-place estimate of \$4,339,838.55.

Based on price only, State Tree Services, Inc. must be considered for primary contract recommendation, and Custom Tree Care, Inc. as the secondary or backup contractor, being the next overall lowest contractor. It was agreed to proceed with evaluation of their experience, financial strength, etc. Therefore, we have completed due diligence evaluation of State Tree Services, Inc. as #1 (primary), and as Custom Tree Care, Inc as #2 (secondary).

Summary of Findings for STS- Primary Contract Recommendation

STS presented a comprehensive support document with their bid package. A Certificate of Insurance (COI) was evaluated with Part 1, Section 6.0 of the Bidders Instructions contract requirements with current enforcement. The Certificate of Insurance (COI) names the City of Southport as the certificate holder and an additional insured. **STS's** currently enforced insurance meets or exceeds the requirements of the contract.

Federal Debarment Analysis

The Federal Government System for Award Management (SAM), located at <https://www.sam.gov/portal/public/SAM/> was searched for **State Tree Services, Inc.** they were not found. A call was placed to Ms. Suzanne Huntley, with State Tree. She explains they have registered with SAM but there is new software and they have re-registered. At the time of this document preparation their new registration has not been updated. However, Ms. Huntley, confirms that they have ***no disbarment from completing any Government Contracts.*** That they are currently working with SC-DOT on a project that is Federal Highway funded.

NC Debarment Analysis

Additionally, the North Carolina Debarred Vendors List, <https://ncadmin.nc.gov/documents/nc-debarred-vendors>, was searched for **State Tree Services, Inc.** on April 19, 2023 and they were not found as debarred vendors.

STS provided a financial statement, insurance contacts; reference list of recent clients, list of equipment, list of subcontractors and equipment, and the results of calls to a sample of these references is also included with the due diligence documents. Regarding the reference and experience evaluation of this contractor, we found STS to have significant experience in the debris removal and debris disposal business. The provided experience directly relates debris removal and to the Phase II – Debris Operations contracts they have bid on. State Tree Services was the contractor for City of Southport's most recent debris activations, Hurricane Ian, 2022; completing debris reduction and material haul off, and Hurricane Isaias 2020 Phase II – Debris Removal, Reduction and Disposal Services. STS completed this debris removal project of approximately 45,000 cy vegetation and 145 tons of C&D. Staff's opinion of STS's work and professionalism was excellent.

STS is a Sumter, SC based company. STS appears to be financially sound from the documents provided. The financial report though not verified was evaluated at face value, and it appears the company's total assets for period ending December 31, 2021 are \$4,802,105. with current fixed assets (assuming property and equipment less depreciation) accounting for \$3,817,713. The company's revenues during the period ending December 31, 2021 were \$8,072,508; the company managed cash flow in the same period for cost of revenues (assumption to Subcontractors & Vendors) of \$7,819,600.

STS bonding company agent confirms that STS maintains a regular bonding program with the largest bond to date of \$2.9M. He expresses an opinion that STS has been approved for bonds in the \$3M range and should be able to provide bonding for single projects to \$4M in the future with an aggregate capacity of \$8M.

Evaluation of STS's debris related experience is also found in the due diligence section. STS provided a 3-page list of previous experience was received in the documentation provided in the proposal. The document listed references for 37 different projects that were classified debris operations or similar. All previous clients reached gave positive reviews of State Tree Services and all would have no issue rehiring them for similar work in the future. Additionally, State Tree Services was the City of Southport's contractor for debris removal and all reduction operations during the Hurricane Ian and Hurricane Isaias responses, as well as performed as the 1st tier subcontractor during Hurricane Florence.

Summary of Findings for KDF Enterprises, LLC. (KDF) - Secondary Contract Recommendation

KDF requests financial information remain **CONFIDENTIAL**. **KDF** appears to be financially stable. They had total revenues for the 6-month period ending June 30, 2022 of \$1.49M and managed payables in excess of \$.67M. KDF provided a notarized statement claiming it has no Legal Events that could detrimentally effect performance of the Scope of Work.

Regarding bonding, their Surety Company confirms that **KDF** has bonding experience with their largest bond to date of \$6.2MM. The bonding company confirms a bonding program for single bonds up to \$10MM single limit and \$25MM aggregate. Bonding Agent, Ms.

Debbie Dunaway confirms that they have had no issues, or claims and that business partners of **KDF** seem to have good relationships with **KDF**.

In regards to insurance, **KDF** upon request provided COI's with the City of Southport named as an additional insured. The certificates were evaluated and all currently enforced limits meet or exceeded the contract requirements.

Federal Debarment Analysis

The Federal Government System for Award Management (SAM), located at <https://www.sam.gov/portal/public/SAM/>, and was searched for **KDF Enterprises, LLC.**; on April 17, 2023 and was not found as an excluded entity from any governmental agency either procurement or non-procurement contracts

NC Debarment Analysis

Additionally, the North Carolina Debarred Vendors List was searched for these same entities on April 17, 2023 and they were not found as debarred vendors.

Regarding experience, **KDF** is a regular provider of disaster response and focused in that area and tangent services, i.e., canal and waterway debris removal. Their experience list included several projects greater than 100,000 cy and has been active since 2015. All prior entities reached for reference would rehire **KDF** for similar work.

It is our recommendation that **State Tree Service, Inc. (STS)** be considered for primary award of the **Phase II - Vegetative and C&D Removal Contract** for the period July 1, 2023 through June 30, 2025, this contractor being respectively 1st place "lowest overall" qualified bidder and responsible as determined through the due diligence evaluation. Additionally, we recommend contracting as a secondary contractor, **KDF Enterprises, LLC (KDF)**.

Sincerely,



Barry L. Johnson

Enclosures:

**City of Southport - Evaluation of
Phase II - Vegetative Removal and Disposal, and C and D Removal**

**DATE: 4/04/23
TIME: 10:00AM**

Company submitting proposal	Phase II - Veg & C&D Debris Proposal						Estimated Costs from Cat 3 Model			
	1) C&D Debris Removal (Roads, rights-of-way, and Public Property) to Brunswick Co Landfill \$ / Ton	2) Veg Debris Load & Haul (Roads, rights-of-way, and Public Property) to Stevens Park DMS \$ / CY	3) Veg DMS site management, and reduction by grinding \$ / CY	4A) Chip Haul out (< 10mi) \$ / CY (reduced)	4B) Chip Haul out (>25<10mi) \$ / CY (reduced)	5) C&D Debris Removal (Roads, rights-of-way, and Public Property) to Waste Industries Sampson Co. \$ / Ton	C&D Debris Removal (Roads, rights-of-way, and Public Property) to Brunswick Co Landfill \$ / Ton	Vegetative Operations (Removal, DMS Ops, and Reduction)	Chip Haul Out <10miles (assume 4:1 reduction by grinding)	Total Estimated Cost Cat 3 Model (most likely scenario)
TFR Ent.	\$145.00	\$6.00	\$3.00	\$4.00	\$5.00	\$250.00	\$7,071,505.00	\$658,386.00	\$73,154.00	\$7,803,045.00
State Tree	\$50.00	\$5.50	\$2.25	\$3.00	\$3.25	\$65.00	\$2,438,450.00	\$566,943.50	\$54,865.50	\$3,060,259.00
Santee Modular Homes	\$80.00	\$6.00	\$3.00	\$3.25	\$2.75	\$125.00	\$3,901,520.00	\$658,386.00	\$59,437.63	\$4,619,343.63
DRC Emerg. Svcs.	\$86.68	\$15.86	\$6.82	\$6.96	\$7.24	\$240.00	\$4,227,296.92	\$1,659,132.72	\$127,287.96	\$6,013,717.60
KDF Ent.	\$67.50	\$7.95	\$5.25	\$4.50	\$5.00	\$109.50	\$3,291,907.50	\$965,632.80	\$82,298.25	\$4,339,838.55

1st place bidder -		Cat 3 - Model	*C&D - Tons	Veg - CY
2nd place bidder -		Generation Constants	48769	73154

Company submitting proposal	Phase II - Veg & C&D Debris Proposal						Estimated Costs from Cat 3 Model			
	1) C&D Debris Removal (Roads, rights-of-way, and Public Property) to Brunswick Co Landfill \$ / Ton	2) Veg Debris Load & Haul (Roads, rights-of-way, and Public Property) to Stevens Park DMS \$ / CY	3) Veg DMS site management, and reduction by grinding \$ / CY	4A) Chip Haul out (< 10mi) \$ / CY (reduced)	4B) Chip Haul out (>25<10mi) \$ / CY (reduced)	5) C&D Debris Removal (Roads, rights-of-way, and Public Property) to Waste Industries Sampson Co. \$ / Ton	C&D Debris Removal (Roads, rights-of-way, and Public Property) to Waste Industries \$ / Ton	Vegetative Operations (Removal, DMS Ops, and Reduction)	Chip Haul Out <10miles (assume 4:1 reduction by grinding)	Total Estimated Cost Cat 3 Model (Alternate Scenario)
TFR Ent.	\$145.00	\$6.00	\$3.00	\$4.00	\$5.00	\$250.00	\$12,192,250.00	\$658,386.00	\$73,154.00	\$12,923,790.00
State Tree	\$50.00	\$5.50	\$2.25	\$3.00	\$3.25	\$65.00	\$3,169,985.00	\$566,943.50	\$54,865.50	\$3,791,794.00
Santee Modular Homes	\$80.00	\$6.00	\$3.00	\$3.25	\$2.75	\$125.00	\$6,096,125.00	\$658,386.00	\$59,437.63	\$6,813,948.63
DRC Emerg. Svcs.	\$86.68	\$15.86	\$6.82	\$6.96	\$7.24	\$240.00	\$11,704,560.00	\$1,659,132.72	\$127,287.96	\$13,490,980.68
KDF Ent.	\$67.50	\$7.95	\$5.25	\$4.50	\$5.00	\$109.50	\$5,340,205.50	\$965,632.80	\$82,298.25	\$6,388,136.55

1st place bidder -		Cat 3 - Model	*C&D - Tons	Veg - CY
2nd place bidder -		Generation Constants	48769	73154

CITY OF SOUTHPORT
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS REMOVAL AND DISPOSAL CONTRACT

PART III – FORM OF PROPOSAL

TO: Ms. Dorothy Dutton, City Clerk
City of Southport
1029 N. Howe St., Suite 100
Southport, NC 28461

DATE: 3/26/2023

FROM: State Tree Services, Inc.
(Bidder/Contractor)

PHONE: 803-773-1320

ADDRESS: 1499 N Pike E.
Sumter SC 29153

UNIT PRICE BID: The undersigned, having carefully examined the Instructions to Bidders, ***CITY OF SOUTHPORT – PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE DEBRIS REMOVAL AND DISPOSAL CONTRACT*** dated February 27, 2023 including the following addenda:

ADDENDUM # _____

DATED: _____

ADDENDUM # _____

DATED: _____

As well as the premises and conditions affecting the work, proposes to furnish all services, labor, materials and equipment called for to complete the completion of project in accordance with the contract documents for the following unit price amounts.

Unit price No. 1

Gather, load and haul C&D debris from roads, rights-of-way, and designated Public Property within the incorporated limits to the Brunswick County Landfill, 172 Landfill Road NE (Off Galloway Rd.), Bolivia, NC 28422. This facility is approximately 20 miles from the Southport City Hall. ***(Tipping Fees for C&D will be the responsibility of the City of Southport)***

1) Unit Price No. 1 \$ 50.⁰⁰ / ton

CITY OF SOUTHPORT
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS REMOVAL AND DISPOSAL CONTRACT

PART III – FORM OF PROPOSAL

Unit price No. 2

Gather, load, and haul vegetative debris (including containerized or bagged vegetative debris) from roads, rights-of-way, and designated Public Property within the incorporated limits of the City of Southport to the Stevens Park site, located at the West Terminus of W. 9th Street, Southport, NC and / or the Sunny Point DMS site, located at 6161 MOTSP Access Rd., Southport, NC. Either facility is less than 7 miles from the Southport City Hall.

2) Unit Price No. 2 \$ 5.90 /cubic yard

Unit price No. 3

CONTRACTOR will operate Stevens Park DMS and / or the Sunny Point DMS facility, **stage debris, and reduce by grinding all Vegetative Debris** delivered under No. 2 above, and return the DMS to pre-disaster conditions following completion of staging operations.

3) Unit Price No. 3 \$ 2.25 /cubic yard

Unit Price 4 A

CONTRACTOR will **load and haul reduced debris** from unit price No. 3 above to a NC-DEQ Department of Solid Waste permitted reclamation or acceptable final destination facility, equal to or less than 10 miles from the DMS location

4A) Unit Price No. 4A \$ 3.00 /cubic yard (reduced debris)

Unit price No. 4 B

CONTRACTOR will load and haul reduced debris from unit price No. 3 above to a NC-DEQ Department of Solid Waste permitted reclamation or acceptable final destination facility, greater than 10 miles but equal to or less than 25 miles from the DMS location.

4B) Unit Price No. 4B \$ 3.25 /cubic yard (reduced debris)

CITY OF SOUTHPORT
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS REMOVAL AND DISPOSAL CONTRACT

PART III – FORM OF PROPOSAL

Alternative Schedule:

Unit price No. 5

Gather, load and haul C&D debris from roads, rights-of-way, and designated Public Property within the incorporated limits to Alternate Facility 1: Waste Industries Subtitle D Landfill in Sampson County, physically located at 7434 Roseboro Highway, Roseboro, N.C. This facility is approximately 100 miles from the Southport City Hall. ***(Tipping Fees for C&D will be the responsibility of the City of Southport)***

5) Unit Price No. 5 \$ 69.00 / Ton

State Tree Services, Inc.
Company Name

Mickey Barner
Signature

Secretary
Title

South Carolina
State of Incorporation

(Corporate Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUIEROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CRW Insurance PO Box 70 Sumter SC 29151	CONTACT NAME: Robert E Nalley PHONE (A/C, No. Ext): (803) 775-1168 E-MAIL ADDRESS: jrogers@crwins.com FAX (A/C, No): (803) 773-8855
INSURED State Tree Services Inc 1455 N PIKE E Sumter SC 29153	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Indemnity Company INSURER B: Markel American Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 28258 28932

COVERAGES**CERTIFICATE NUMBER:** Cert ID 11559**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	46-784374-02-06	09/06/2022	09/06/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Rented and Leased Equip.			MKLM7IM0053513	06/18/2022	06/18/2023	Limit \$ 1,000,000
B	Owned Equipment			MKLM7IM0053513	06/18/2022	06/18/2023	Limit \$ 6,286,513

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Southport 1029 N Howe Street Suite 100 Southport NC 28461	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jennifer Rogers</i>
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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER County Banc Insurance Services, Inc. 3501 Pelham Road Suite 101 Greenville SC 29615		CONTACT NAME: Ellen Carroll PHONE (A/C, No, Ext): (864) 335-2450 FAX (A/C, No): (864) 335-2487 E-MAIL ADDRESS: ecarroll@ecountybanc.com	
INSURED State Tree Services Inc. 1455 N. Pike East Sumter SC 29153		INSURER(S) AFFORDING COVERAGE INSURER A: Associated Industries Ins Co INSURER B: Selective Insurance Co of South Carolina INSURER C: Scottsdale Insurance Co INSURER D: INSURER E: INSURER F:	
		NAIC # 19259 41297	

COVERAGES

CERTIFICATE NUMBER: CL2321612183

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			AES120112802	02/15/2023	02/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			S 2454176	02/15/2023	02/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$			XLS2001448	02/15/2023	02/15/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A					PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named insured with regard to General Liability coverage.

CERTIFICATE HOLDER

CANCELLATION

City of Southport 1029 North Howe St. Suite 100 Southport NC 28461	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CITY OF SOUTHPORT
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS REMOVAL AND DISPOSAL CONTRACT

PART III – FORM OF PROPOSAL

TO: Ms. Dorothy Dutton, City Clerk
City of Southport
1029 N. Howe St., Suite 100
Southport, NC 28461

DATE: 3/30/2023

FROM: KDF Enterprises, LLC
(Bidder/Contractor)

PHONE: 251-298-8487

ADDRESS: 370 Mountain View Rd
Springville, AL 35146

UNIT PRICE BID: The undersigned, having carefully examined the Instructions to Bidders, ***CITY OF SOUTHPORT – PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE DEBRIS REMOVAL AND DISPOSAL CONTRACT*** dated February 27, 2023 including the following addenda:

ADDENDUM # N/A

DATED: _____

ADDENDUM # _____

DATED: _____

As well as the premises and conditions affecting the work, proposes to furnish all services, labor, materials and equipment called for to complete the completion of project in accordance with the contract documents for the following unit price amounts.

Unit price No. 1

Gather, load and haul C&D debris from roads, rights-of-way, and designated Public Property within the incorporated limits to the Brunswick County Landfill, 172 Landfill Road NE (Off Galloway Rd.), Bolivia, NC 28422. This facility is approximately 20 miles from the Southport City Hall. ***(Tipping Fees for C&D will be the responsibility of the City of Southport)***

1) Unit Price No. 1 \$ 67.50 / ton

CITY OF SOUTHPORT
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS REMOVAL AND DISPOSAL CONTRACT

PART III – FORM OF PROPOSAL

Unit price No. 2

Gather, load, and haul vegetative debris (including containerized or bagged vegetative debris) from roads, rights-of-way, and designated Public Property within the incorporated limits of the City of Southport to the Stevens Park site, located at the West Terminus of W. 9th Street, Southport, NC and / or the Sunny Point DMS site, located at 6161 MOTSP Access Rd., Southport, NC. Either facility is less than 7 miles from the Southport City Hall.

2) Unit Price No. 2 \$ 7.95 /cubic yard

Unit price No. 3

CONTRACTOR will operate Stevens Park DMS and / or the Sunny Point DMS facility, ***stage debris, and reduce by grinding all Vegetative Debris*** delivered under No. 2 above, and return the DMS to pre-disaster conditions following completion of staging operations.

3) Unit Price No. 3 \$ 5.25 /cubic yard

Unit Price 4 A

CONTRACTOR will ***load and haul reduced debris*** from unit price No. 3 above to a NC-DEQ Department of Solid Waste permitted reclamation or acceptable final destination facility, equal to or less than 10 miles from the DMS location

4A) Unit Price No. 4A \$ 4.50 /cubic yard (reduced debris)

Unit price No. 4 B

CONTRACTOR will load and haul reduced debris from unit price No. 3 above to a NC-DEQ Department of Solid Waste permitted reclamation or acceptable final destination facility, greater than 10 miles but equal to or less than 25 miles from the DMS location.

4B) Unit Price No. 4B \$ 5.00 /cubic yard (reduced debris)

CITY OF SOUTHPORT
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS REMOVAL AND DISPOSAL CONTRACT

PART III – FORM OF PROPOSAL

Alternative Schedule:

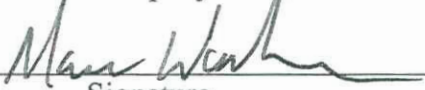
Unit price No. 5

*Gather, load and haul C&D debris from roads, rights-of-way, and designated Public Property within the incorporated limits to Alternate Facility 1: Waste Industries Subtitle D Landfill in Sampson County, physically located at 7434 Roseboro Highway, Roseboro, N.C. This facility is approximately 100 miles from the Southport City Hall. (**Tipping Fees for C&D will be the responsibility of the City of Southport**)*

5) Unit Price No. 5 \$ 109.50 / Ton

KDF Enterprises,LLC

Company Name


Signature

Vice President of Operations

Title

Georgia

State of Incorporation

(Corporate Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES FOLLOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services, LLC 5080 Spectrum Dr., Suite 900E Addison, TX 75001	CONTACT NAME:	
	PHONE (A/C, No, Ext): 469-232-2100	FAX (A/C, No):
INSURED KDF Enterprises, LLC 370 Mountain View Road Springville, AL 35146	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Starr Indemnity & Liability Company	NAIC # 38318
	INSURER B : Starr Surplus Lines Insurance Company	13604
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 39ASYVN2 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ No Wildfire Excl ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		X	1000067216211	11/05/2022	11/05/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Per Project Agg Capped \$ 5,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ Hired Phys Damage			1000626197220	11/05/2022	11/05/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			1000337496211	11/05/2022	11/05/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Products & Completed Ops \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				☐ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Contractor's Pollution Liability			1000067216211	11/05/2022	11/05/2023	Aggregate-Subject to GL Aggregate Limit \$ 2,000,000 Each Occurrence \$ 1,000,000 \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contractor's Pollution Liability is Included as an Underlying Coverage on the Excess Liability Policy.

Certificate holder is named Additional Insured with regard to General Liability.

CERTIFICATE HOLDER

Town of Southport, NC
1029 N. Howe St.
Southport, NC 28461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE *R Michael Broadlove, Jr*



KDDFORE-01

MGAINES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Leo Rodriguez Insurance Agency 27174 Newport Rd Suite 3 and 4 Menifee, CA 92584	CONTACT NAME: Michele Gaines PHONE (A/C, No, Ext): (951) 246-4003 305 FAX (A/C, No): E-MAIL ADDRESS: Michele@LeoRodriguezIns.com
INSURED KDF Enterprises, LLC KDF Forestry, Inc. 370 Mountain View Road Springville, AL 35146	INSURER(S) AFFORDING COVERAGE INSURER A: Milford Casualty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 26662

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$ ☐					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	MWC1034473	11/5/2022	11/5/2023	X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Waiver of Subrogation applies to Workers Compensation per blanket form WC000313.

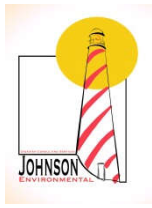
CERTIFICATE HOLDER

CANCELLATION

Town of Southport, NC
1029 N Howe St.
Southport, NC 28461

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



April 20, 2023

Mr. Thomas Stanley, Public Services Director
City of Southport
1010 North Howe Street
Southport, NC 28461

RE: **CONTRACTOR RECOMMENDATION**

- **2023 - 2025 Phase II – Vegetative Debris Removal/Disposal and C&D Debris Removal**

Primary Contractor
State Tree Services, Inc. (STS)

Second Call Contractor
KDF Enterprises, LLC (KDF)

Dear Mr. Stanley,

On April 4, 2023 the City of Southport conducted a bid reading and tabulation for Proposition **Phase II – C&D Debris Removal and Vegetative Debris Removal and Disposal** as part of our response and preparedness program. The participation in these “Request for Proposals” was considered satisfactory, for the contract period July 1, 2023-June 30, 2025 the bidding produced five (5) qualified bids.

The Bidding Results were evaluated (see attached). The results were competitive with no single company providing the lowest bid for all scopes of work in the Form of Proposal. Therefore, the best method for determination is to utilize the contract stipulation 5.04 of the Instructions to Bidders to determine our primary and secondary contractor (see below).

- 5.04 If there are no bidders that are clearly lowest on all scopes of work in the Form of Proposal, lowest overall and 2nd lowest overall will be determined by estimated total cost for debris removal utilizing USACE Category 3 estimated event scenario... for the City of Southport, this has been calculated as having C&D generation of 48,769 cy, Vegetative Debris generation of 73,154 cy. However, this does not imply a minimum or maximum quantity for the award.

Therefore, when evaluating all proposals from contractors under the Category 3 scenario referenced above, it is determined that ***State Tree Service, Inc. (STS)***, of Sumter, SC is the lowest “overall” bidder. Specifically, for the most likely scenario for delivery sites: Vegetative Debris removal and delivery to Stevens Park or Sunny Point, \$5.50/cy, grind and

operate DMS, \$2.25/cy, haul ground material 10 miles, \$3.00/cy and C&D from rights of way and town properties removed and delivered to Brunswick County Landfill, \$50.00/ton. **STS's** overall USACE Hybrid Cat. 3 Model (Vegetative Debris reduced at Stevens Park or Sunny Point, and Brunswick County Landfill for C&D Debris) extrapolated cost would be a first-place estimate of \$3,060,259.00.

The next overall bidder (2nd place) as evaluated would be **KDF Enterprises, LLC. (KDF)**, of Mobile, AL specifically for the most likely scenario for delivery sites: Specifically, for the most likely scenario for delivery sites: Vegetative Debris removal and delivery to Stevens Park or Sunny Point, \$7.95/cy, grind and operate DMS, \$5.25/cy, haul ground material 10 miles, \$4.50/cy and C&D from rights of way and town properties removed and delivered to Brunswick County Landfill, \$67.50/ton. **KDF's** overall USACE Hybrid Cat. 3 Model (Vegetative Debris reduced at Stevens Park or Sunny Point, and Brunswick County Landfill for C&D Debris) extrapolated cost would be a second-place estimate of \$4,339,838.55.

Based on price only, State Tree Services, Inc. must be considered for primary contract recommendation, and Custom Tree Care, Inc. as the secondary or backup contractor, being the next overall lowest contractor. It was agreed to proceed with evaluation of their experience, financial strength, etc. Therefore, we have completed due diligence evaluation of State Tree Services, Inc. as #1 (primary), and as Custom Tree Care, Inc as #2 (secondary).

Summary of Findings for STS- Primary Contract Recommendation

STS presented a comprehensive support document with their bid package. A Certificate of Insurance (COI) was evaluated with Part 1, Section 6.0 of the Bidders Instructions contract requirements with current enforcement. The Certificate of Insurance (COI) names the City of Southport as the certificate holder and an additional insured. **STS's** currently enforced insurance meets or exceeds the requirements of the contract.

Federal Debarment Analysis

The Federal Government System for Award Management (SAM), located at <https://www.sam.gov/portal/public/SAM/> was searched for **State Tree Services, Inc.** they were not found. A call was placed to Ms. Suzanne Huntley, with State Tree. She explains they have registered with SAM but there is new software and they have re-registered. At the time of this document preparation their new registration has not been updated. However, Ms. Huntley, confirms that they have ***no disbarment from completing any Government Contracts.*** That they are currently working with SC-DOT on a project that is Federal Highway funded.

NC Debarment Analysis

Additionally, the North Carolina Debarred Vendors List, <https://ncadmin.nc.gov/documents/nc-debarred-vendors>, was searched for **State Tree Services, Inc.** on April 19, 2023 and they were not found as debarred vendors.

STS provided a financial statement, insurance contacts; reference list of recent clients, list of equipment, list of subcontractors and equipment, and the results of calls to a sample of these references is also included with the due diligence documents. Regarding the reference and experience evaluation of this contractor, we found STS to have significant experience in the debris removal and debris disposal business. The provided experience directly relates debris removal and to the Phase II – Debris Operations contracts they have bid on. State Tree Services was the contractor for City of Southport's most recent debris activations, Hurricane Ian, 2022; completing debris reduction and material haul off, and Hurricane Isaias 2020 Phase II – Debris Removal, Reduction and Disposal Services. STS completed this debris removal project of approximately 45,000 cy vegetation and 145 tons of C&D. Staff's opinion of STS's work and professionalism was excellent.

STS is a Sumter, SC based company. STS appears to be financially sound from the documents provided. The financial report though not verified was evaluated at face value, and it appears the company's total assets for period ending December 31, 2021 are \$4,802,105. with current fixed assets (assuming property and equipment less depreciation) accounting for \$3,817,713. The company's revenues during the period ending December 31, 2021 were \$8,072,508; the company managed cash flow in the same period for cost of revenues (assumption to Subcontractors & Vendors) of \$7,819,600.

STS bonding company agent confirms that STS maintains a regular bonding program with the largest bond to date of \$2.9M. He expresses an opinion that STS has been approved for bonds in the \$3M range and should be able to provide bonding for single projects to \$4M in the future with an aggregate capacity of \$8M.

Evaluation of STS's debris related experience is also found in the due diligence section. STS provided a 3-page list of previous experience was received in the documentation provided in the proposal. The document listed references for 37 different projects that were classified debris operations or similar. All previous clients reached gave positive reviews of State Tree Services and all would have no issue rehiring them for similar work in the future. Additionally, State Tree Services was the City of Southport's contractor for debris removal and all reduction operations during the Hurricane Ian and Hurricane Isaias responses, as well as performed as the 1st tier subcontractor during Hurricane Florence.

Summary of Findings for KDF Enterprises, LLC. (KDF) - Secondary Contract Recommendation

KDF requests financial information remain **CONFIDENTIAL**. **KDF** appears to be financially stable. They had total revenues for the 6-month period ending June 30, 2022 of \$1.49M and managed payables in excess of \$.67M. KDF provided a notarized statement claiming it has no Legal Events that could detrimentally effect performance of the Scope of Work.

Regarding bonding, their Surety Company confirms that **KDF** has bonding experience with their largest bond to date of \$6.2MM. The bonding company confirms a bonding program for single bonds up to \$10MM single limit and \$25MM aggregate. Bonding Agent, Ms.

Debbie Dunaway confirms that they have had no issues, or claims and that business partners of **KDF** seem to have good relationships with **KDF**.

In regards to insurance, **KDF** upon request provided COI's with the City of Southport named as an additional insured. The certificates were evaluated and all currently enforced limits meet or exceeded the contract requirements.

Federal Debarment Analysis

The Federal Government System for Award Management (SAM), located at <https://www.sam.gov/portal/public/SAM/>, and was searched for **KDF Enterprises, LLC.**; on April 17, 2023 and was not found as an excluded entity from any governmental agency either procurement or non-procurement contracts

NC Debarment Analysis

Additionally, the North Carolina Debarred Vendors List was searched for these same entities on April 17, 2023 and they were not found as debarred vendors.

Regarding experience, **KDF** is a regular provider of disaster response and focused in that area and tangent services, i.e., canal and waterway debris removal. Their experience list included several projects greater than 100,000 cy and has been active since 2015. All prior entities reached for reference would rehire **KDF** for similar work.

It is our recommendation that **State Tree Service, Inc. (STS)** be considered for primary award of the **Phase II - Vegetative and C&D Removal Contract** for the period July 1, 2023 through June 30, 2025, this contractor being respectively 1st place "lowest overall" qualified bidder and responsible as determined through the due diligence evaluation. Additionally, we recommend contracting as a secondary contractor, **KDF Enterprises, LLC (KDF)**.

Sincerely,



Barry L. Johnson

Enclosures:

**City of Southport - Evaluation of
Phase II - Vegetative Removal and Disposal, and C and D Removal**

**DATE: 4/04/23
TIME: 10:00AM**

Company submitting proposal	Phase II - Veg & C&D Debris Proposal						Estimated Costs from Cat 3 Model			
	1) C&D Debris Removal (Roads, rights-of-way, and Public Property) to Brunswick Co Landfill \$ / Ton	2) Veg Debris Load & Haul (Roads, rights-of-way, and Public Property) to Stevens Park DMS \$ / CY	3) Veg DMS site management, and reduction by grinding \$ / CY	4A) Chip Haul out (< 10mi) \$ / CY (reduced)	4B) Chip Haul out (>25<10mi) \$ / CY (reduced)	5) C&D Debris Removal (Roads, rights-of-way, and Public Property) to Waste Industries Sampson Co. \$ / Ton	C&D Debris Removal (Roads, rights-of-way, and Public Property) to Brunswick Co Landfill \$ / Ton	Vegetative Operations (Removal, DMS Ops, and Reduction)	Chip Haul Out <10miles (assume 4:1 reduction by grinding)	Total Estimated Cost Cat 3 Model (most likely scenario)
TFR Ent.	\$145.00	\$6.00	\$3.00	\$4.00	\$5.00	\$250.00	\$7,071,505.00	\$658,386.00	\$73,154.00	\$7,803,045.00
State Tree	\$50.00	\$5.50	\$2.25	\$3.00	\$3.25	\$65.00	\$2,438,450.00	\$566,943.50	\$54,865.50	\$3,060,259.00
Santee Modular Homes	\$80.00	\$6.00	\$3.00	\$3.25	\$2.75	\$125.00	\$3,901,520.00	\$658,386.00	\$59,437.63	\$4,619,343.63
DRC Emerg. Svcs.	\$86.68	\$15.86	\$6.82	\$6.96	\$7.24	\$240.00	\$4,227,296.92	\$1,659,132.72	\$127,287.96	\$6,013,717.60
KDF Ent.	\$67.50	\$7.95	\$5.25	\$4.50	\$5.00	\$109.50	\$3,291,907.50	\$965,632.80	\$82,298.25	\$4,339,838.55

1st place bidder -		Cat 3 - Model	*C&D - Tons	Veg - CY
2nd place bidder -		Generation Constants	48769	73154

Company submitting proposal	Phase II - Veg & C&D Debris Proposal						Estimated Costs from Cat 3 Model			
	1) C&D Debris Removal (Roads, rights-of-way, and Public Property) to Brunswick Co Landfill \$ / Ton	2) Veg Debris Load & Haul (Roads, rights-of-way, and Public Property) to Stevens Park DMS \$ / CY	3) Veg DMS site management, and reduction by grinding \$ / CY	4A) Chip Haul out (< 10mi) \$ / CY (reduced)	4B) Chip Haul out (>25<10mi) \$ / CY (reduced)	5) C&D Debris Removal (Roads, rights-of-way, and Public Property) to Waste Industries Sampson Co. \$ / Ton	C&D Debris Removal (Roads, rights-of-way, and Public Property) to Waste Industries \$ / Ton	Vegetative Operations (Removal, DMS Ops, and Reduction)	Chip Haul Out <10miles (assume 4:1 reduction by grinding)	Total Estimated Cost Cat 3 Model (Alternate Scenario)
TFR Ent.	\$145.00	\$6.00	\$3.00	\$4.00	\$5.00	\$250.00	\$12,192,250.00	\$658,386.00	\$73,154.00	\$12,923,790.00
State Tree	\$50.00	\$5.50	\$2.25	\$3.00	\$3.25	\$65.00	\$3,169,985.00	\$566,943.50	\$54,865.50	\$3,791,794.00
Santee Modular Homes	\$80.00	\$6.00	\$3.00	\$3.25	\$2.75	\$125.00	\$6,096,125.00	\$658,386.00	\$59,437.63	\$6,813,948.63
DRC Emerg. Svcs.	\$86.68	\$15.86	\$6.82	\$6.96	\$7.24	\$240.00	\$11,704,560.00	\$1,659,132.72	\$127,287.96	\$13,490,980.68
KDF Ent.	\$67.50	\$7.95	\$5.25	\$4.50	\$5.00	\$109.50	\$5,340,205.50	\$965,632.80	\$82,298.25	\$6,388,136.55

1st place bidder -		Cat 3 - Model	*C&D - Tons	Veg - CY
2nd place bidder -		Generation Constants	48769	73154

CITY OF SOUTHPORT
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS REMOVAL AND DISPOSAL CONTRACT

PART III – FORM OF PROPOSAL

TO: Ms. Dorothy Dutton, City Clerk
City of Southport
1029 N. Howe St., Suite 100
Southport, NC 28461

DATE: 3/26/2023

FROM: State Tree Services, Inc.
(Bidder/Contractor)

PHONE: 803-773-1320

ADDRESS: 1499 N Pike E.
Sumter SC 29153

UNIT PRICE BID: The undersigned, having carefully examined the Instructions to Bidders, ***CITY OF SOUTHPORT – PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE DEBRIS REMOVAL AND DISPOSAL CONTRACT*** dated February 27, 2023 including the following addenda:

ADDENDUM # _____

DATED: _____

ADDENDUM # _____

DATED: _____

As well as the premises and conditions affecting the work, proposes to furnish all services, labor, materials and equipment called for to complete the completion of project in accordance with the contract documents for the following unit price amounts.

Unit price No. 1

Gather, load and haul C&D debris from roads, rights-of-way, and designated Public Property within the incorporated limits to the Brunswick County Landfill, 172 Landfill Road NE (Off Galloway Rd.), Bolivia, NC 28422. This facility is approximately 20 miles from the Southport City Hall. ***(Tipping Fees for C&D will be the responsibility of the City of Southport)***

1) Unit Price No. 1 \$ 50.⁰⁰ / ton

CITY OF SOUTHPORT
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS REMOVAL AND DISPOSAL CONTRACT

PART III – FORM OF PROPOSAL

Unit price No. 2

Gather, load, and haul vegetative debris (including containerized or bagged vegetative debris) from roads, rights-of-way, and designated Public Property within the incorporated limits of the City of Southport to the Stevens Park site, located at the West Terminus of W. 9th Street, Southport, NC and / or the Sunny Point DMS site, located at 6161 MOTSP Access Rd., Southport, NC. Either facility is less than 7 miles from the Southport City Hall.

2) Unit Price No. 2 \$ 5.90 /cubic yard

Unit price No. 3

CONTRACTOR will operate Stevens Park DMS and / or the Sunny Point DMS facility, **stage debris, and reduce by grinding all Vegetative Debris** delivered under No. 2 above, and return the DMS to pre-disaster conditions following completion of staging operations.

3) Unit Price No. 3 \$ 2.25 /cubic yard

Unit Price 4 A

CONTRACTOR will **load and haul reduced debris** from unit price No. 3 above to a NC-DEQ Department of Solid Waste permitted reclamation or acceptable final destination facility, equal to or less than 10 miles from the DMS location

4A) Unit Price No. 4A \$ 3.00 /cubic yard (reduced debris)

Unit price No. 4 B

CONTRACTOR will load and haul reduced debris from unit price No. 3 above to a NC-DEQ Department of Solid Waste permitted reclamation or acceptable final destination facility, greater than 10 miles but equal to or less than 25 miles from the DMS location.

4B) Unit Price No. 4B \$ 3.25 /cubic yard (reduced debris)

CITY OF SOUTHPORT
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS REMOVAL AND DISPOSAL CONTRACT

PART III – FORM OF PROPOSAL

Alternative Schedule:

Unit price No. 5

Gather, load and haul C&D debris from roads, rights-of-way, and designated Public Property within the incorporated limits to Alternate Facility 1: Waste Industries Subtitle D Landfill in Sampson County, physically located at 7434 Roseboro Highway, Roseboro, N.C. This facility is approximately 100 miles from the Southport City Hall. ***(Tipping Fees for C&D will be the responsibility of the City of Southport)***

5) Unit Price No. 5 \$ 69.00 / Ton

State Tree Services, Inc.
Company Name

Mickey Barner
Signature

Secretary
Title

South Carolina
State of Incorporation

(Corporate Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER CRW Insurance PO Box 70 Sumter SC 29151	CONTACT NAME: Robert E Nalley PHONE (A/C, No. Ext): (803) 775-1168 E-MAIL ADDRESS: jrogers@crwins.com FAX (A/C, No): (803) 773-8855
INSURED State Tree Services Inc 1455 N PIKE E Sumter SC 29153	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Indemnity Company INSURER B: Markel American Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 28258 28932

COVERAGES**CERTIFICATE NUMBER:** Cert ID 11559**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	46-784374-02-06	09/06/2022	09/06/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Rented and Leased Equip.			MKLM7IM0053513	06/18/2022	06/18/2023	Limit \$ 1,000,000
B	Owned Equipment			MKLM7IM0053513	06/18/2022	06/18/2023	Limit \$ 6,286,513

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Southport

1029 N Howe Street
Suite 100
Southport NC 28461

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER County Banc Insurance Services, Inc. 3501 Pelham Road Suite 101 Greenville SC 29615		CONTACT NAME: Ellen Carroll PHONE (A/C, No, Ext): (864) 335-2450 FAX (A/C, No): (864) 335-2487 E-MAIL ADDRESS: ecarroll@ecountybanc.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Associated Industries Ins Co	
		INSURER B: Selective Insurance Co of South Carolina	
		INSURER C: Scottsdale Insurance Co	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2321612183 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			AES120112802	02/15/2023	02/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			S 2454176	02/15/2023	02/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$			XLS2001448	02/15/2023	02/15/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A					PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named insured with regard to General Liability coverage.

CERTIFICATE HOLDER City of Southport 1029 North Howe St. Suite 100 Southport NC 28461	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CITY OF SOUTHPORT
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS REMOVAL AND DISPOSAL CONTRACT

PART III – FORM OF PROPOSAL

TO: Ms. Dorothy Dutton, City Clerk
City of Southport
1029 N. Howe St., Suite 100
Southport, NC 28461

DATE: 3/30/2023

FROM: KDF Enterprises, LLC
(Bidder/Contractor)

PHONE: 251-298-8487

ADDRESS: 370 Mountain View Rd
Springville, AL 35146

UNIT PRICE BID: The undersigned, having carefully examined the Instructions to Bidders, ***CITY OF SOUTHPORT – PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE DEBRIS REMOVAL AND DISPOSAL CONTRACT*** dated February 27, 2023 including the following addenda:

ADDENDUM # N/A

DATED: _____

ADDENDUM # _____

DATED: _____

As well as the premises and conditions affecting the work, proposes to furnish all services, labor, materials and equipment called for to complete the completion of project in accordance with the contract documents for the following unit price amounts.

Unit price No. 1

Gather, load and haul C&D debris from roads, rights-of-way, and designated Public Property within the incorporated limits to the Brunswick County Landfill, 172 Landfill Road NE (Off Galloway Rd.), Bolivia, NC 28422. This facility is approximately 20 miles from the Southport City Hall. ***(Tipping Fees for C&D will be the responsibility of the City of Southport)***

1) Unit Price No. 1 \$ 67.50 / ton

CITY OF SOUTHPORT
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS REMOVAL AND DISPOSAL CONTRACT

PART III – FORM OF PROPOSAL

Unit price No. 2

Gather, load, and haul vegetative debris (including containerized or bagged vegetative debris) from roads, rights-of-way, and designated Public Property within the incorporated limits of the City of Southport to the Stevens Park site, located at the West Terminus of W. 9th Street, Southport, NC and / or the Sunny Point DMS site, located at 6161 MOTSP Access Rd., Southport, NC. Either facility is less than 7 miles from the Southport City Hall.

2) Unit Price No. 2 \$ 7.95 /cubic yard

Unit price No. 3

CONTRACTOR will operate Stevens Park DMS and / or the Sunny Point DMS facility, ***stage debris, and reduce by grinding all Vegetative Debris*** delivered under No. 2 above, and return the DMS to pre-disaster conditions following completion of staging operations.

3) Unit Price No. 3 \$ 5.25 /cubic yard

Unit Price 4 A

CONTRACTOR will ***load and haul reduced debris*** from unit price No. 3 above to a NC-DEQ Department of Solid Waste permitted reclamation or acceptable final destination facility, equal to or less than 10 miles from the DMS location

4A) Unit Price No. 4A \$ 4.50 /cubic yard (reduced debris)

Unit price No. 4 B

CONTRACTOR will load and haul reduced debris from unit price No. 3 above to a NC-DEQ Department of Solid Waste permitted reclamation or acceptable final destination facility, greater than 10 miles but equal to or less than 25 miles from the DMS location.

4B) Unit Price No. 4B \$ 5.00 /cubic yard (reduced debris)

CITY OF SOUTHPORT
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS REMOVAL AND DISPOSAL CONTRACT

PART III – FORM OF PROPOSAL

Alternative Schedule:

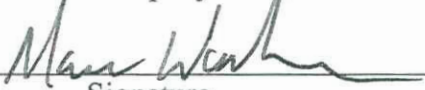
Unit price No. 5

*Gather, load and haul C&D debris from roads, rights-of-way, and designated Public Property within the incorporated limits to Alternate Facility 1: Waste Industries Subtitle D Landfill in Sampson County, physically located at 7434 Roseboro Highway, Roseboro, N.C. This facility is approximately 100 miles from the Southport City Hall. (**Tipping Fees for C&D will be the responsibility of the City of Southport**)*

5) Unit Price No. 5 \$ 109.50 / Ton

KDF Enterprises,LLC

Company Name


Signature

Vice President of Operations

Title

Georgia

State of Incorporation

(Corporate Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES FOLLOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services, LLC 5080 Spectrum Dr., Suite 900E Addison, TX 75001	CONTACT NAME: PHONE (A/C, No, Ext): 469-232-2100 FAX (A/C, No): E-MAIL ADDRESS:														
INSURED KDF Enterprises, LLC 370 Mountain View Road Springville, AL 35146	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A :Starr Indemnity & Liability Company</td><td>38318</td></tr><tr><td>INSURER B :Starr Surplus Lines Insurance Company</td><td>13604</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Starr Indemnity & Liability Company	38318	INSURER B :Starr Surplus Lines Insurance Company	13604	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:**39ASYVN2 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ No Wildfire Excl ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		X	1000067216211	11/05/2022	11/05/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Per Project Agg Capped \$ 5,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ Hired Phys Damage			1000626197220	11/05/2022	11/05/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			1000337496211	11/05/2022	11/05/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Products & Completed Ops \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				☐ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Contractor's Pollution Liability			1000067216211	11/05/2022	11/05/2023	Aggregate-Subject to GL Aggregate Limit \$ 2,000,000 Each Occurrence \$ 1,000,000 \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contractor's Pollution Liability is Included as an Underlying Coverage on the Excess Liability Policy.

Certificate holder is named Additional Insured with regard to General Liability.

CERTIFICATE HOLDER

Town of Southport, NC
1029 N. Howe St.
Southport, NC 28461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
R Michael Broadlove, Jr



KDDFORE-01

MGAINES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leo Rodriguez Insurance Agency 27174 Newport Rd Suite 3 and 4 Menifee, CA 92584	CONTACT NAME: Michele Gaines PHONE (A/C, No, Ext): (951) 246-4003 305 FAX (A/C, No): E-MAIL ADDRESS: Michele@LeoRodriguezIns.com
INSURED KDF Enterprises, LLC KDF Forestry, Inc. 370 Mountain View Road Springville, AL 35146	INSURER(S) AFFORDING COVERAGE INSURER A: Milford Casualty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 26662

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$ ☐					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	MWC1034473	11/5/2022	11/5/2023	X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Waiver of Subrogation applies to Workers Compensation per blanket form WC000313.

CERTIFICATE HOLDER

CANCELLATION

Town of Southport, NC
1029 N Howe St.
Southport, NC 28461

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: May 1, 2023 DEPARTMENT: Finance Department

PRESENTED BY: City Manager Bonnie Therrien

ITEM SPONSORED BY: City Manager's Office and Finance Department

ITEM/TOPIC: Appointment of Auditor for Three Years

COST: \$34,037 BUDGET LINE ITEM: Divided between several accounts

JUSTIFICATION: Recently Melanie Trexler, former Finance Director; Brandon Stevens, Deputy Finance Director and I interviewed three firms for the next 3 years' of audits. I would like to recommend Sharpe Patel.

IMPACT IF NOT APPROVED: We would stay with our current Auditor

DEPARTMENT HEAD COMMENTS: Brandon Stevens, Deputy Finance Director, is in agreement with my recommendation.

CITY MANAGER COMMENTS: We interviewed three firms including our current auditor. I was very impressed with Mr. Sharpe from Sharpe Patel not only with their approach to auditing, but his recommendation to have all of you go through a training session with him so you can understand the audit approach, audit reports and what the role of the auditor is for a municipality. His cost is \$34,037 and our current auditor is \$43,750.

ATTACHMENTS: Proposal from Mr. Sharpe and his contracts which the City Attorney has reviewed.

REQUESTED ACTION: Approve the hiring of Sharpe Patel as our Auditor starting this year.

PROPOSED MOTION: Motion to hire the Auditing Firm of Sharpe Patel to perform our audits for three years at a cost of \$34,037 - Year 1; \$35,058 for Year 2; and \$36,110 for Year 3.



April 26, 2023

City of Southport
Southport, North Carolina

To Management, the Mayor and Members of the City Council:

We are pleased to confirm our understanding of the services we are to provide for the City of Southport (the "City") for the year ended June 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis

**CHARLOTTE
OFFICE**

325 Arlington Ave., Suite 510
Charlotte, NC 28203
704-488-5372

**RALEIGH
OFFICE**

5510 Six Forks Rd., Suite 280
Raleigh, NC 27609
919-961-7496

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Required supplemental financial data
- 2) Individual fund statements and other schedules

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Governmental Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in

financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the report required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the City and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance (as applicable).

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of City in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Sharpe Patel, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to oversight agencies] or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities.

We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Sharpe Patel PLLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oversight Agency for Audit. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jay E. Sharpe, CPA, CFE is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit in May 2023. We expect to issue our reports no later than October 31, 2023.

We estimate that our fees for the services will not exceed **\$34,037.00**. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Mayor and City Council. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Sharpe Patel PLLC

RESPONSE:

This letter correctly sets forth the understanding of the City of Southport

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

The	Governing Board Board of Alderman
of	Primary Government Unit City of Southport
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Sharpe Patel PLLC
	Auditor Address 5510 Six Forks Road, Suite 140 Raleigh, NC 27609

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/23	Date Audit Will Be Submitted to LGC 10/31/23
-----	--------------------------------	---

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will not be approved.

Financial statements were prepared by: ☒ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

Paul Gross

Interim Finance Director / City of Southport

pgross@cityofsouthport.com

OR Not Applicable ☐ (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

Primary Government Unit	City of Southport
Audit Fee	\$ 31,337
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$ 2,700.00
All Other Non-Attest Services	\$

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$

SIGNATURE PAGE**AUDIT FIRM**

Audit Firm*	
Sharpe Patel PLLC	
Authorized Firm Representative (typed or printed)*	Signature*
Jay E. Sharpe	
Date*	Email Address*
04/26/23	jay@sp.cpa

GOVERNMENTAL UNIT

Governmental Unit*	
City of Southport	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)*	Signature*
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Date of Pre-Audit Certificate*	Email Address*

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all
required signatures prior to submission.

PRINT



SHARPE
PATEL CPA

April 26, 2023

City of Southport
Southport, North Carolina

To Management, the Mayor and Members of the City Council

We are engaged to audit the financial statements of City of Southport for the year ended June 30, 2023. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated April 26, 2023, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Our responsibility for the supplementary information accompanying the financial statements, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Planned Scope, Timing of the Audit, and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the City and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. We will generally communicate our

**CHARLOTTE
OFFICE**

325 Arlington Ave., Suite 510
Charlotte, NC 28203
704-488-5372

**RALEIGH
OFFICE**

5510 Six Forks Rd., Suite 280
Raleigh, NC 27609
919-961-7496

significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards

We expect to begin our audit in approximately May 2023 and issue our report before October 31, 2023. Jay Sharpe, CPA, CFE is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of the Mayor, the Board of Alderman and the management of the City of Southport and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

Sharpe Patel PLLC



SHARPE
PATELCPA

CITY OF SOUTHPORT
NORTH CAROLINA
PROPOSAL FOR AUDIT SERVICES

JAY E. SHARPE, CPA, CFE
DIRECTOR OF AUDIT SERVICES
5510 SIX FORKS ROAD, SUITE 140
RALEIGH, NC 27609
919-961-7496
jay@sharpepatelcpa.com



SHARPE
PATEL CPA

Letter of Transmittal

March 27, 2023

City of Southport
Attn: Melanie Trexler, Finance Officer
1029 N Howe Street
Southport North Carolina

Ms. Trexler:

Enclosed is our proposal and response to City's request for audit services for the years ended June 30, 2023, 2024 and 2025. We appreciate the opportunity to propose on these services. I believe the City will find that we are qualified to perform the requested services. Jay Sharpe, the proposed audit partner in charge, has 20 years' experience working with various government agencies. We would be glad to discuss our firm and services and answer any questions or concerns the City may have concerning our proposal. We look forward to the City's decision.

Thank you.

Sincerely,

Sharpe Patel PLLC

Jay E. Sharpe, CPA, CFE

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OFFICE**

5510 Six Forks Rd., Suite 280
Raleigh, NC 27609
919-961-7496



AN EXPERIENCED CPA FIRM PROVIDING QUALITY AUDIT AND TAX SERVICES

At Sharpe Patel PLLC, we are committed to exceeding our client's expectations and we pride ourselves on the ability of our team to provide a personal and unique experience. Our goal with every client is to provide exceptional customer service through accessibility, efficiency, quality and knowledge of our clients on a personal level.

Simply put, we are driven to go beyond the numbers . . .

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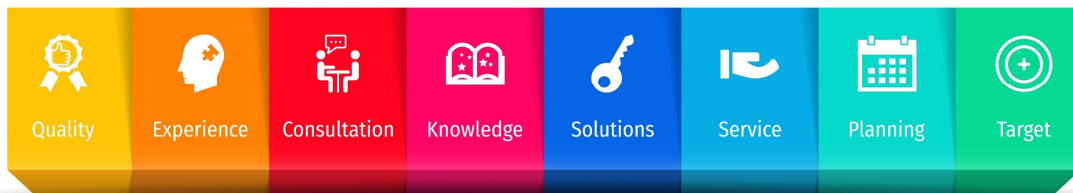
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ABOUT US

Sharpe Patel PLLC was formed by Jay Sharpe and Aaron Patel in 2020 with the belief that audit and tax services can be provided efficiently while still being cost effective and maintained on a personal level. While the focus of our services has been in North Carolina, we have been engaged by clients as far as Texas. Our approach is simple, we begin every assignment with an individual view and adapt our methods to meet the specific needs of each of our clients.

When you engage Sharpe Patel PLLC, you can be confident that you will be working with experienced professionals every step along the way.

COMPETENCE



FIRST SECTION

FIRM PROFILE

While Sharpe Patel PLLC is relatively new (formed in 2020), its team members are not. Jay Sharpe and Aaron Patel formed the Firm to give better service to clients across all industries including the governmental and nonprofit sectors. Sharpe Patel PLLC currently has offices in Raleigh and Charlotte. **Wilmington office opening Spring 2023!**

GOVERNMENTAL EXPERIENCE

Sharpe Patel PLLC has a dedicated team of professionals knowledgeable in government accounting, audit and financial reporting. With numerous years of experience in the public sector, our auditors possess the knowledge and capability to support your government's auditing and assurance needs. Our support structure, resources and training are devoted to providing governments with accurate, prompt, and efficient audits and financial related services. With an in-depth knowledge of single audits, the latest GASB pronouncements, Annual Comprehensive Financial Reports and state and federal regulations, we aim to provide each of our clients with the most efficient audit and long-term guidance possible. Our focus lies on exceptional customer service which we accomplish through accessibility, efficiency, quality and knowledge. The experience and capabilities of our governmental audit team includes work in the following areas:

- Financial Audits, reviews and compilations
- Single Audits, under both Federal and North Carolina requirements.
- Yellow Book Audits
- Program Specific Audits
- Agreed-upon Procedures
- Risk Assessment
- Staff Training Seminars
- Internal Control Studies
- Financial Statement Preparation
- Forecasted Financial Statements
- Forensic Audits / Examinations

SINGLE AUDIT

All government agencies that *spend* more than \$750,000 in federal funds during a fiscal year are required by the Office of Management and Budget (OMB) to have a single audit(s) performed. In addition, government agencies that *spend* more than \$500,000 in state funds during a fiscal year are required under the North Carolina State Single Audit Implementation Act to have a single audit(s) performed. Our team have extensive experience with single audit and have performed yellow book and single audits for numerous governments on a variety of federal and state programs. We will review the City's accounting records and determine the need for a single audit meeting the criteria noted above. As part of our single audit, we will evaluate the City's internal controls over grant compliance and the financial statements. We will develop a risk-based audit program and determine if the City is meeting all compliance and financial requirements associated with their federal and state grants. Once complete, we will assist the City with the submission of their single audit reporting package to the Federal Audit Clearinghouse or other required authoritative body.



STAFFING

The City's assigned engagement team will consist of a lead partner, senior manager, senior auditor, and experienced audit associate(s), who will work both onsite, at the City's location, and at the firm offices for the duration of the audit. The Firm from time to time utilizes college students under its internship program (if this will be an issue, please let us know). Our partners maintain a high degree of client involvement during the engagement process.

MEET THE TEAM



Jay E. Sharpe, CPA, CFE will be the partner in charge for the City's audit. Additional information on our team is as follows:

Jay E. Sharpe, Partner – Audit Partner

Jay E. Sharpe, CPA, CFE is the Raleigh office's partner and serves as the firm's Director of Auditor Services. Jay has over 21 years of experience in auditing various government agencies. His work experience includes working with a variety of Towns and Cities, Charter Schools, Boards of Education, Community Colleges and State Agencies. Jay previously worked for the Office of the State Auditor. In addition to his auditing experience, Jay performs forensic and fraud investigative services. He has led seminars in the past on preventing fraud and is the past President of the Board of Directors for the Central Carolina Chapter of the Association of Certified Fraud Examiners.



Community Involvement

- Former Treasurer on the Board for the SPCA of Wake County
- Jay teaches accounting and auditing classes at Wake Tech
- He has serviced as a volunteer reviewer for the GFOA.

Education and Licenses

- Bachelor of Science in Accountancy – The University of North Carolina at Wilmington
- Master's in Science in Accountancy – The University of North Carolina at Wilmington
- Licensed as a Certified Public Accountant in North Carolina (license # 27818)
- Licensed as a Certified Fraud Examiner

Professional Affiliations

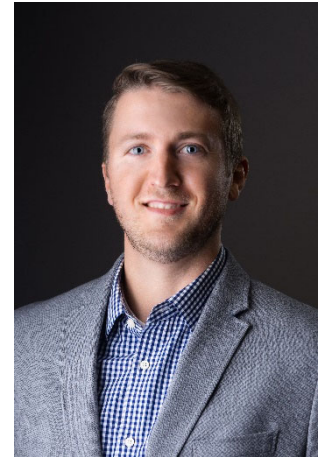
- American Institute of Certified Public Accountants (AICPA)
- North Carolina Association of Certified Public Accountants (NCACPA)
- Association of Certified Fraud Examiners (ACFE)

Continuing Professional Education

Jay maintains CPE hours as required under current standards including Yellow Book CPE hours. He has taken over 40 credit hours per year including annual ethics requirements, annual audit updates, fraud seminars and attended the local government and not-for-profit conferences held by the NCACPA. Jay has also led seminars on fraud and auditing techniques during the past three years.

Jacob Allen, Senior Audit Manager

Jacob Allen, CPA, is a Senior Audit Manager in the Raleigh office of Sharpe Patel PLLC. Jacob practices in the areas of auditing and attestation. He has over ten years of experience in public accounting and his areas of expertise including towns, boards of education, charter schools, HUD properties and other government agencies.



Education and Licenses

- Bachelor of Business Administration in Accounting – Campbell University
- Master's of Accountancy – North Carolina State University
- Jacob is licensed as a Certified Public Accountant in the State of North Carolina (#37400).

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- North Carolina Association of Certified Public Accountants (NCACPA)

Continuing Professional Education

Jacob maintains CPE hours as required under current standards including Yellow Book CPE hours. He has taken over 40 credit hours per year including annual ethics requirements, annual audit updates, fraud seminars and attended the local government and not-for-profit conferences held by the NCACPA.

Leizl Pawlyk, Senior Audit Associate

Leizl Pawlyk, CPA, CFE is an audit senior associate in the Raleigh office of Sharpe Patel PLLC. Leizl practices in the areas of auditing and attestation. Leizl has experience in areas including towns, charter schools, boards of education, nonprofit organizations, captive insurance, HUD properties, and EMS units.



Education and Licenses

- Bachelor of Science in Accounting – North Carolina State University
- Master of Accountancy – North Carolina State University
- Leizl is licensed as a Certified Public Accountant in the State of North Carolina (#43181).
- Licensed as a Certified Fraud Examiner

Professional Affiliations

- Association of Certified Fraud Examiners (ACFE)
- North Carolina Association of Certified Public Accountants (NCACPA)
- Central Carolina Chapter of the Association of Certified Fraud Examiners

Continuing Professional Education

Leizl has maintained required CPE levels by taking over 40 credit hours per year including annual ethics requirements, annual audit updates, courses on recently released FASB standards, and attended the local government and nonprofit conferences held by the NCACPA.

Jacob Tripp, Senior Audit Associate

Jacob Tripp, CPA is an audit senior associate in the Raleigh office of Sharpe Patel PLLC. Jacob practices in the areas of auditing and attestation. Jacob has experience in areas including governments, charter schools, boards of education, not-for-profit organizations, captive insurance, HUD properties, and 401(k) employee benefit plans.

Education and Licenses

- Bachelor of Science in Accounting – Towson University
- Jacob is licensed as a Certified Public Accountant in the State of North Carolina (#44903).

Professional Affiliations

- North Carolina Association of Certified Public Accountants (NCACPA)

Continuing Professional Education

Jacob has maintained required CPE levels by taking over 40 credit hours per year including annual ethics requirements, annual audit updates, courses on recently released FASB standards, and attended the local government conference held by the NCACPA.



Sarah Jones, Senior Audit Associate

Sarah Jones is an Audit Senior Associate in the Raleigh office of Sharpe Patel PLLC. Sarah practices in the areas of auditing and attestation. She has experience working with governmental, not-for-profit, charter schools, captive insurance, and HUD properties.

Education and Licenses

- Bachelors of Science in Accounting – Meredith College
- Bachelors of Science in Economics – Meredith College

Professional Affiliations

- North Carolina Association of Certified Public Accountants (NCACPA)

Continuing Professional Education

Sarah's continuing education includes attendance at courses concentrating on audit and attestation services for clients in a variety of industries including not-for-profits.

Sarah has maintained required CPE levels by taking over 40 credit hours per year including annual ethics requirements, annual audit updates, courses on recently released FASB standards, and attended the local government held by the NCACPA.

STAFF COMMITMENT

The Firm is fully committed to having a consistent team on the City's audit year in and year out. We understand from our experience taking on new audits, one of the biggest complaints by new clients is that the prior audit firm constantly changed staff on their audit team. We have had no turnover in our audit team the last three years.

EDUCATION



It is the policy of the Firm that all audit staff maintain at the very minimum 40 hours of continuing professional education on an annual basis, rather they have their CPA license or not. This is done through a combination of in-house training, AICPA and NCACPA seminars and other methods. All staff assigned to the City's audit will have sufficient Yellow Book CPE.

PEER REVIEW AND QUALITY CONTROL

Sharpe Patel PLLC is a member of the American Institute of Certified Accountants (AICPA) peer review program. The AICPA Peer Review Program requires enrolled firms to have a peer review conducted by an independent evaluator, once every three years of their accounting and auditing practice. Such review assures that the services we provide to our clients meet the highest level of standards in the accounting profession. In addition, it is the policy of our Firm that our quality control system be monitored on an ongoing basis to provide the Firm with reasonable assurance that the policies and procedures established by the Firm for each of the other quality control elements (including quality control elements and activities not formalized in writing) of quality control are suitably designed and are being effectively applied. The adequacy and effectiveness of the Firm's quality control system is monitored on an ongoing basis by the Firm's quality control partner. As an integral part of the monitoring process, our quality control system is inspected annually to determine whether the Firm has complied with its stated quality control policies.

A copy of our latest peer review with a PASS rating can be found in Appendix A.

REGULATORY ACTIONS

No regulatory actions have been taken against the Firm or any of its staff.

INDEPENDENCE

In accordance with the quality control document of the Firm all professional personnel must be familiar with and adhere to the independence, confidentiality integrity, and objectivity rules, regulations, interpretations, and Rulings of the AICPA, the State of North Carolina Board of Accounting, the State of North Carolina CPA Society, state statutes, and other State or regulatory agencies where applicable. Independence, Confidentiality, Integrity, and Objectivity Representation is required by all personnel when hired and annually thereafter.

Independence on all audit engagements is reviewed on an annual basis to ensure compliance with all rules that govern this topic. We have reviewed our independence in association with this proposed engagement and in all matters relating to the audit of the City, Sharpe Patel PLLC is independent in fact and appearance.

INSURANCE COVERAGE

The Firm presently carries the following insurance policies:

1. Worker's Compensation - The Firm maintains Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage.
2. Commercial General Liability –General Liability Coverage on a Comprehensive Broad Form on an occurrence basis.
3. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract.
4. Professional Liability - Professional Liability Coverage on a Comprehensive Broad Form on an occurrence basis.

All insurance meets the laws of the State of North Carolina. Insurance coverage is obtained from companies that are authorized to provide such coverage and are authorized by the Commissioner of Insurance to do business in North Carolina. The Firm shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Firm shall not be interpreted as limiting the contractor's liability and obligations under the contract.

If awarded the contract, we will be glad to provide a COI.

GOVERNMENTAL CLIENTS

Below is a list of governmental clients the Firm and / or team have worked with:

<u>Client</u>	<u>Services</u>	<u>Years</u>
Town of Indian Beach	Financial statement audit	2
Town of Benson	Financial statement audit	8
Town of Pittsboro	Financial statement audit	9
City of Clinton	Financial statement audit	3
Town of Wilson's Mills	Financial statement audit	3
Town of Goldston	Financial statement audit	8
City of Creedmoor	Financial statement audit	2
NC Office of the State Auditor	Financial statement audit	3
North Carolina Agriculture Finance Authority	Financial statement audit	4
Cape Fear Community College Foundation	Financial statement audit	8
Fayetteville State University Foundation	Financial statement audit	2
Fayetteville State University Housing Foundation	Financial statement audit	2
Johnston Community College Foundation	Financial statement audit	6
Lenoir Community College Foundation	Financial statement audit	2
Sampson Community College Foundation	Financial statement audit	2
Western Carolina University Foundation	Financial statement audit	2
Northeast Academy for Aerospace & Advanced Technologies	Financial statement audit and Single audit	6
Cape Fear Center for Inquiry	Financial statement audit and single audit	19
Academy of Moore County	Financial statement audit and single audit	5
Cary Area EMS	Financial statement audit	8
Eastern Wake EMS	Financial statement audit	8
Durham Convention and Visitors Bureau	Financial statement audit	4
North East Carolina Preparatory Academy	Financial statement audit and single audit	7
Neuse Charter School	Financial statement audit and single audit	6
Town of Enfield	Preparing Financial Statements	3
Village of Marvin	Preparing Financial Statements	2
Tuckasee Water and Sewer Authority	Financial statement audit	1

ADDITIONAL SERVICES

The Firm from time to time provides other services for government agencies. A few examples of these additional services include:

- Conducted a three-year forensic audit for a Housing Authority
- Conducted a forensic audit for a City
- Conducted pension testing as required by the Local Government Commission for several Boards of Education, Towns and other government agencies throughout the years
- Conducted a vendor audit for a Board of Education
- Prepared forecasted financial statements for USDA loan applications for several Towns

REFERENCES

We invite you to contact the following personnel for the purpose of verifying our experience:

Town of Benson
303 E. Church Street
Benson, NC

Kim Pickett, Town Manager
kpickett@townofbenson.com
(919) 894-3553

Town of Indian Beach
Indian Beach, NC

Tim White, Town Manager
twhite@indianbeach.org
(252) 247-3344

City of Clinton
Clinton, NC
Clinton, NC

Kristin, Finance Director
kstafford@cityofclintonnc.com
(910) 299-4900 ext 3022

Additional references available upon request.



SHARPE
PATELCPA

CITY OF SOUTHPORT
NORTH CAROLINA
PROPOSAL FOR AUDIT SERVICES

JAY E. SHARPE, CPA, CFE
DIRECTOR OF AUDIT SERVICES
5510 SIX FORKS ROAD, SUITE 140
RALEIGH, NC 27609
919-961-7496
jay@sharpepatelcpa.com

SECOND SECTION

OUR AUDIT APPROACH



Sharpe Patel PLLC implements a unique audit strategy for each audit it conducts utilizing a risk-based audit approach. This allows us to perform financial statement audits of governmental entities efficiently and effectively in accordance with auditing standards generally accepted in the United States of America (GAAS). This is accomplished by obtaining an understanding of the City and its environment to sufficiently assess the risk of material misstatement. Audit procedures are then designed and performed in response to the risk of material misstatement.

Our goal in this is to reduce the burden on City staff as much as possible while adhering to the established timeline. Our audit will be conducted in accordance with the following standards (as applicable):

- Generally Accepted Auditing Standards established by the American Institute of Certified Public Accountants
- Financial Audit Standards established by the General Accounting Office's Government Auditing Standards
- All provisions of the Uniform Guidance and the U.S. Office of Management and Budget (OMB) single audits of states, local governments and not-for-profit organizations

PLANNING (PHASE ONE)

The planning phase involves developing the overall audit strategy for the expected activities, organization, and staffing of the audit. We will plan the audit to respond to the assessment of the risk of material misstatement based on our understanding of the City, its environment, and internal controls.

Our understanding of the City and its environment will include the following:

- Economic, regulatory, and other external factors;
- Nature of the City;
- Objectives, strategies and related risks that may cause material misstatement of the financial statements;
- Measurement and review of the City's financial performance;
- Evaluation of Internal controls (see below for more details on this step)

In addition, we will calculate our initial materiality during the planning phase. This will assist in establishing the extent of our audit procedures.

EVALUATION OF INTERNAL CONTROLS

As part of the planning process, audit standards require that we obtain an understanding of the City sufficient to evaluate the design of the internal controls and to determine whether they have been implemented. Our understanding of the City's internal controls will focus on five areas:

1. the control environment;
2. risk assessment;
3. information and communication systems;
4. control activities and;
5. monitoring controls.

To gain that knowledge and complete our control evaluation, we will use a combination of the following procedures:

- Conduct interviews of selected management and staff;
- Submit questionnaires to select management and staff
- Evaluate the City's financial reporting and management policies, budget documents and process, and informational systems;

In addition, if based on the knowledge gained from the step above, we feel we can rely on the City's internal controls in place, we may conduct the following on certain significant reporting areas:

- Test the design and implementation of selected key controls by performing a walk-through of the selected transaction class;
- Test the operating effectiveness of selected controls that were deemed appropriate.

As we noted previously, we utilize a risk-based audit approach. The evaluation of internal controls will enable us to assess inherent and controls risk over all the significant financial reporting areas of the City and allow us to identify and assess the risk of material misstatement within the City to form our overall audit plan and design the extent, nature, and timing of substantive audit procedures to mitigate that risk to an acceptable level.

AUDIT PROGRAMS

Once our initial risk assessment is completed, we will develop audit programs that lay the road map for our audit procedures during the fieldwork phase of the audit. Our audit programs are combinations of programs made in house and programs which are issued by governmental authorities and private publishers such as Practitioners Publishing Company (PPC). We generate unique programs for each audit based on the client's industry and our risk assessment software. The use of this risk assessment software allows us to assess risk to each individual section of the financial statements and to generate additional tasks for higher risk areas. We are able to customize the programs as needed. We subscribe to the governmental industries from PPC and CCH.

AUDIT FIELDWORK (PHASE TWO)

As noted above, based on the results of our risk assessment and internal control evaluation, audit procedures will be designed. Our audit procedures will be designed to concentrate on identified high risk areas. However, we will touch all significant reporting areas during fieldwork. We will use tests of details, substantive analytical procedures, or a combination of the two to conclude on the reasonableness of the given transaction class or account balance.

By utilizing a blend of substantive testing (vouching underlying transactions to support), and substantive analytical testing (testing data through overall and stratified analysis), we are able to cover significant ground while still getting a quality level of detailed depth to our testing. Striking a good balance and not over relying on one type of testing over the other is integral to a thorough and efficient audit.

Substantive procedures are an integral part of a thorough audit. Significant transactions must be supported evidentially, and when they cannot be supported, that may be a symptom of a potential material misstatement or other systematic issue. Under the standards, we are to design and conduct our procedures to gain *sufficient* audit evidence to render an opinion on the financial statements.

STATISTICAL SAMPLING

We will use a combination of statistical and non-statistical sampling in our audit approach. We will determine which method to use based on auditor judgment during planning and creation of procedures. Statistical sampling will include use of either simple random sampling using a random number generator or interval sampling. Non-statistical sampling will include use of judgmental selection and haphazard selection. Audit procedures performed on selected samples along with analytical procedures will be used to obtain sufficient appropriate audit evidence to afford a reasonable basis for an opinion regarding the financial statements under audit. When appropriate, we will also use Dual-Purpose Sampling to test the operating effectiveness of controls and tests of the recorded monetary amounts, minimizing the time spent on repetitive tasks, thereby saving audit costs. The sample sizes will be directly related to the assessment of the inherent risk and the control risk of the entity.

COMPUTER AUDIT SPECIALIST

We do use a computer audit specialist when a need arises. However, due to the heavy investments that our Firm has made in technology and the knowledge that our staff has, we are typically able to handle computer related issues without the need of a specialist. Our staff will obtain an understanding of the internal controls surrounding the computer systems to identify any potential weakness that may have a direct and material impact on the financial statements, and we will make recommendations directly to management in areas where weaknesses are identified.

CLIENT ASSISTANCE METHODOLOGY

Prior to the start of field work, we will schedule a meeting (entrance conference) to discuss the desired timeframe, estimated report delivery, and extent of management and auditor responsibilities as it relates to the audit. We will also provide a detailed list of requests, “PBC List”, that will provide the items needed for the audit, and a link to our secure file sharing system where those items can be uploaded. This streamlines the audit approach and allows us to get information in the most efficient

manner possible. Our Firm uses state of the art technology in addition to e-mail and file sharing as much as possible, eliminating all unnecessary paper and removing geographic limitations. We customarily utilize paperless and electronic engagement software in the field to share data with staff working on the same engagement using the “cloud” and ProSystem Engagement.

We fully understand that minimizing costs is a high objective of both the Firm and the City. In order to accomplish this, we do expect complete cooperation from the City’s staff during the performance of the audit. This includes preparing as many of the schedules and supporting documentation as possible and being available for questions and discussion. We understand the Staff at the City are very busy in their daily responsibilities. An audit can be a burden for a short period of time, but the better the cooperation, the more efficient the audit can be performed and the quicker the auditors will leave! We can designate specific time to ask questions of staff if needed.

In order to input the City’s trial balances into our audit software, we would need the trial balance transmitted to us in an excel format or a format that could be converted to excel.



AUDIT WRAP UP (THIRD AND FINAL PHASE)

At the conclusion of the audit, we will evaluate the information gathered and determine if sufficient audit evidence has been accumulated to determine that the financial statements are fairly stated in all material respects in accordance with generally accepted accounting principles (GAAP). We will also determine the type of opinion based on the sufficiency of the audit evidence.



REPORTING ON THE RESULTS OF THE AUDIT

During our compliance and substantive testing, we may note certain matters involving internal control and other operational procedures. Our job as your auditor will be to ensure that you understand where you have deficiencies or weaknesses so that you can make informed decisions on how best to respond to these risks. We may identify the following types of deficiencies:

- **Control Deficiency:** A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. This type of deficiency is typically communicated in the management letter.

- **Significant Deficiency:** A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.
- **Material Weakness:** A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis.

Significant deficiencies and material weaknesses are typically reported as “findings” in the audited financial statements and require a response or a corrective action plan by management.

We will communicate to you orally and in a letter, all deficiencies noted and recommendations for your consideration, intended to improve the internal control and/or the results of the operating efficiencies. The letters are solely for management, those charged with your organization's governance, others you deem appropriate within your organization and any governmental authorities you need to share this information with.

Our Firm operates under a “NO SURPRISE MANDATE”, any issues which arise during the audit will be brought to the attention of management for discussion and analysis. We will NOT be issuing board communication without providing the same information to management. Management, as well as the audit committee will have the opportunity to discuss any issues which come up prior to issuance of Standard Board Communication Letters. Our goal is to be a partner with all of our clients, and work together to make the audit a smooth, and value-added process.



AUDIT TIMELINE

The following is a proposed timeline for the City's audit services. We will discuss and come to an agreeance on a more detailed timeline during our entrance conference if the Firm is awarded the City's audit services.



April 2023	Sharpe Patel PLLC is awarded the audit.
April	The engagement letter and audit contracts are prepared by the Firm and sent to the Village for review, approval and signature. Once approved we will submit to the LGC for their approval. The Firm will communicate with the predecessor auditor in order to review the prior year workpapers.
Spring	We will hold an entrance conference to discuss overall timing of the audit. We will begin the planning phase of the audit and potentially conduct preliminary fieldwork. This will involve test of controls, inventory observation (if deemed material) and other preliminary procedures.
June	We will send the PBC list to the Village so they can prepare for the audit. We will begin the confirmation process.
July / August	We will receive the trial balances (in excel) in advance of fieldwork. We will finalize the planning and risk assessment process in anticipation of
August / September	The Firm will conduct final fieldwork. The exact dates will be discussed during our entrance conference. We anticipate being on site for up to one
September / October	We will conclude our audit procedures in the Office. We will begin the financial statement process. Once complete, a draft will be sent to management for review and approval. Upon approval, we will submit to the LGC for their review and approval. Audit will be issued upon
November / December	We will present the audit to the Board.

FEES

The following is our proposed fees for the year ended June 30, 2023, 2024 and 2025.

This fee includes:

- Financial Audit of the City
- Preparation of the financial statements
- Presentation to the board and / or finance committee
- Travel costs (as applicable)
- Minor technical questions throughout the year

Technical Questions

We understand the City may seek consultation on various subjects throughout the year and we encourage our clients to contact us with questions. Routine questions are included in our fees above as part of our service and are encouraged. If the City has questions or research topics that require extensive time, those services will be billed at our standard billing rates (discounted for nonprofits). We will agree to the cost of this additional work with the City before beginning any such requests.

Personnel Costs

	<u>Partner</u>	<u>Manager</u>	<u>Senior Staff</u>	<u>Staff</u>	<u>FS Prep</u>	<u>Total</u>
Preliminary Fieldwork	-	8	16	16	-	40
Fieldwork	8	32	32	64	-	136
Work performed in auditor's office (planning, wrap up, financial statement review, etc.)	8	8	16	16	30	78
Total Hours	16	48	64	96	30	254
Rates	\$ 210	\$ 160	\$ 140	\$ 130	\$ 100	
	\$ 3,360	\$ 7,680	\$ 8,960	\$ 12,480	\$ 3,000	\$ 35,480
Travel						\$ 2,000
Cost of supplies and materials						\$ -
Other costs						\$ 105
TOTAL COSTS						\$ 37,585
						Less Governmental Discount
						\$ (3,548)
COST PROPOSAL				June 30, 2023		\$ 34,037
				June 30, 2024		\$ 35,058
				June 30, 2025		\$ 36,110

OTHER INFORMATION



Service

We at Sharpe Patel PLLC pride ourselves on providing a service model that thrives on being more responsive to our clients. We want to serve our clients and work with them, not simply be a vendor that works for the client. We allow our clients access to our most experienced personnel. We believe that we are the size CPA firm that can give those personal services to organizations the size of the City. We understand that many CPA firms could perform an audit, but it is the personal service that makes the difference. We want all our clients to succeed, and we want to assist them in doing so.

Staff

As noted above, our service model calls for our most experienced personnel to be available to our clients. We have experienced low turnover; therefore, we are able to offer staff continuity for the engagements. Technology and sophisticated auditing software systems are nice, but what makes the difference is the people. We believe the experience of our staff is a perfect fit for these engagements.

Experience

Concentration in the governmental sector. We don't simply see this as "filler" work. Governments make up a significant amount of our engagements during the year.

Communication

In order to best serve the City, we believe communication is an overriding factor. We will provide constant communication to management on the audit process.

Pricing

We based our cost proposal on how much time we think, based on experience, it will take to complete the engagement. Many firms base their cost proposal on what the City previously paid and try to low bid to win the contract. In the end, as with many services, we believe you get what you pay for. *We are not in the business of "winning" engagements, instead we are "creating" relationships.*



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www.sp.cpa

APPENDIX A – 2021 PEER REVIEW REPORT

BACHELOR, TILLERY & ROBERTS, LLP

**CERTIFIED PUBLIC ACCOUNTANTS
POST OFFICE BOX 18068
RALEIGH, NORTH CAROLINA 27619**

**RONALD A. BACHELOR
ANN H. TILLERY
FRANKLIN T. ROBERTS
WM. JAMES BLACK, JR.
SCOTT E. CABANISS
MICHELLE W. LEMANSKI
JARED L. PILAND
DAVID C. CORN, JR.**

**3605 GLENWOOD AVENUE, SUITE 350
RALEIGH, NORTH CAROLINA 27612
TELEPHONE (919) 787-8212
FACSIMILE (919) 783-8724**

Report on the Firm's System of Quality Control

To the Owners of Sharpe Patel PLLC and the Peer Review
Committee of Coastal Peer Review, Inc.:

We have reviewed the system of quality control for the accounting and auditing practice of Sharpe Patel PLLC (the firm) in effect for the year ended March 31, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included an audit of an employee benefit plans and audits performed under Government Auditing Standards including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Sharpe Patel PLLC in effect for the year ended March 31, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Sharpe Patel PLLC has received a peer review rating of *pass*.

Batchelor, Tillery & Skents, LLP
September 24, 2021

SUMMARY OF AUDIT COSTS SHEET

See Cost Sheet

1. Base Audit
Includes Personnel costs, travel, and on-site work \$ _____
 2. Extra Audit Services
\$ _____ \$ _____
 3. Other (explain) Financial Statement Preparer
_____ \$ _____
 4. Other (explain)
_____ \$ _____
- TOTAL** \$ _____

FIRM: <u>Sharpe Patel PLLC</u>	Primary Contact: <u>Jay Sharpe</u>
Address: _____	Telephone: <u>919-961-7496</u>
<u>5510 Six Forks Rd</u>	Fax: _____
<u>Suite 140</u>	E-mail: <u>jay@sp.cpa</u>
<u>Raleigh NC 27609</u>	Date: <u>3/27/2023</u>

PROPOSAL CERTIFICATION

Proposers
Signature Jay Sharpe Date 3/27/2023

By Signing above I Certify that I have carefully read and fully understand the information contained in this RFP; and that I have the capability to successfully undertake and complete the responsibilities and obligations of the Proposal being submitted and have the authority to sign Proposal on behalf of my organization.

BY (Printed): JAY SHARPE
TITLE: AUDIT PARTNER
COMPANY: Sharpe Patel PLLC
ADDRESS: 5510 Six Forks Rd Ste 140 Raleigh NC 27609
TELEPHONE: 919-961-7496
EMAIL: jay@sp.cpa



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: May 1, 2023 DEPARTMENT: City Manager/Police/Fire/Finance

PRESENTED BY: Bonnie Therrien, City Manager and Chief Drew and Chief Coring

ITEM SPONSORED BY: City Manager's Office

ITEM/TOPIC: Off Duty/Special Duty Policy and Fire Pay

COST: No cost to us BUDGET LINE ITEM: Not applicable

JUSTIFICATION: We have a lot more requests for private duty for Police and Fire and we need to have an established rate to charge entities as well as a way to pay them correctly instead of being paid by the vendor.

IMPACT IF NOT APPROVED: No consistent rates will be charged and employees will be paid directly by the vendor without taxes being taken out or benefits being taken into account.

DEPARTMENT HEAD COMMENTS: Both Chiefs and our Payroll Coordinator, Kari McColl, feel the Board should establish rates charged by the City as well as have an outside entity set up the private duty assignments and pay the officers without the City being charged for this service.

CITY MANAGER COMMENTS: Currently there are no set charges for Police and Fire personnel to be paid by private entities who need their services outside of the regular work schedule. Hiring an outside firm such as Off Duty Management would allow for this company to receive all calls for requests, pay our employees directly, and bill the private vendors so that Off Duty Management handles this service directly.

ATTACHMENTS: Proposed Ordinance copied from Leland; suggested off duty rates for personnel and equipment.

REQUESTED ACTION: 1) Adopt rates of pay for personnel and equipment; 2) Hire Off Duty Management for the managing of the Extra Duty Police/Fire services.

PROPOSED MOTION: I make a motion to adopt the rates of pay for personnel and equipment, contract with Off Duty Management for managing the extra duty of Police, Fire, and EMS Services and approve the Resolution authorizing the City Manager to sign the contract, as presented.

**CITY OF SOUTHPORT BOARD OF ALDERMEN
RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE
ADMINISTRATION OF SECONDARY EMPLOYMENT BETWEEN THE SOUTHPORT
POLICE, FIRE, AND EMS DEPARTMENTS AND OFF DUTY MANAGEMENT, INC.**

WHEREAS, the City of Southport wishes to permit its sworn Law Enforcement Officers, Firefighters and EMS/Rescue personnel to engage in secondary employment in order to enhance the safety and security of the community at large through the increased presence of first responders; and

WHEREAS, an Officer or Public Safety personnel may wish to engage in secondary employment during off-duty hours providing services that may involve law enforcement, or life-saving activities; and

WHEREAS, a Secondary Employer may wish to hire a Public Safety official to increase the safety of Secondary Employer's event or business through their presence and activities on Secondary Employer's premises, through security, loss prevention, fire prevention, first aid, and/or through other services to include utilization, when necessary, of Officer's power of arrest pursuant to North Carolina General Statutes § 15A-401 and authority to use reasonable force in accordance with North Carolina law and policies promulgated by the Southport Police Department, Southport Fire Department, and Southport EMS Department; and

WHEREAS, a Secondary Employer may wish to establish an employer-employee relationship with Public Safety Officer so that the Officer may work for Secondary Employer during times when the Officer is off duty from work with the City; and

WHEREAS, the parties acknowledge that Secondary Employer is a separate entity from the City and that Secondary Employer is entirely independent from the City; and

WHEREAS, Officer and Secondary Employer acknowledge that the employment of the off duty Public Safety Officer imposes unusual restraints and responsibilities on them; and

WHEREAS, all parties to this Contract intend that any work the Officer performs for Secondary Employer shall comport fully with North Carolina, federal, and local laws, as well as with all rules and regulations of the City of Southport Police, Fire, and EMS Departments; and

WHEREAS, an Officer's decision to work while off-duty is entirely voluntary; and

WHEREAS, the parties acknowledge that Officer's work for Secondary Employer could lead to injuries to Officer and might result in attempts to assert claims against City and Officer. The parties intend that Secondary Employer shall bear all costs related to Officer's secondary employment except as specifically provided in this Contract; and

WHEREAS, the City, Secondary Employer, and Officer, acknowledge and agree that in entering into a Contract they neither desire nor intend to create or confer any legally enforceable rights or benefits upon any persons, firms, or entities who are not signatories hereto.

THEREFORE, BE IT RESOLVED: that the City of Southport authorizes the Mayor to enter into the attached agreement with Off Duty Management, Inc. to administer any off-duty Public Safety Officer work for Secondary Employer.

Adopted by the Board of Aldermen on this _____ day of May 2023.

Joseph P. Hatem, M.D., M.P. H.
Mayor, City of Southport

Dorothy Dutton
Assistant City Manager/City Clerk

SUGGESTED OFF DUTY RATES FOR POLICE AND FIRE

\$40/hour for Police and Fire

\$45/hour for Holidays

\$21.50 for a Vehicle



OFF DUTY MANAGEMENT

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Top 15 FAQ's

about our off-duty management program

"We save your
agency time,
money and
resources."

1. How much do your comprehensive services, insurance, and software cost?

Our services, including OfficerTRAK® software, A+ rated general liability and statutory workers' compensation are 100% NO COST to your municipality and officers.

2. Who pays the officer?

Off Duty Management will follow the agency's direction for officer payment. We can pay the officer directly or payment can be made to the municipality for internal payroll processing for the officer.

3. How much will the service cost our vendors?

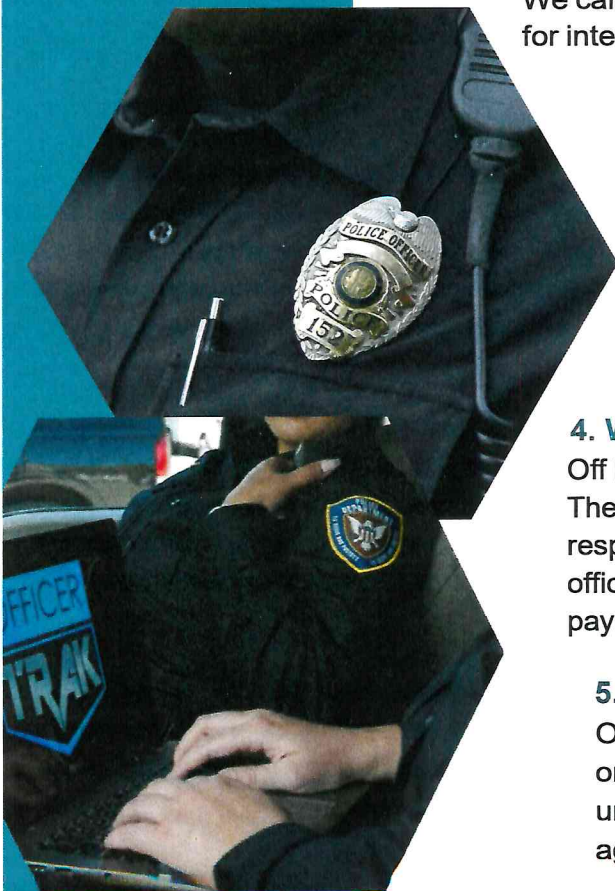
The agency's needs and requirements for their off-duty program will impact the administrative fee ODM charges to the vendors. The largest admin fee is whether the municipality or ODM pays the officers directly. Our fee is always reasonable and ensures that all are protected by our program and the vendor receives numerous benefits that will reduce their overall costs and risk exposure.

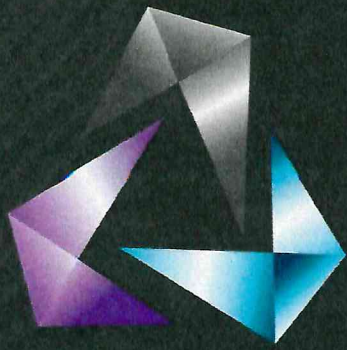
4. Who is at risk for non-payment?

Off Duty Management assumes all financial risk for vendor non-payment. The municipality, agency and officers will never have any costs or financial responsibility for vendor delinquency or non-payment. ODM will ensure officers and agencies are always paid weekly, regardless of vendor payment status.

5. How do rate changes take place? Rate escalation caps?

Our administrative fee will never change during the life of the agreement or contract with the municipality. We are built by officers and understand how important avoiding escalating fees are for your agency and community.





OFF DUTY MANAGEMENT

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Does Your Off-Duty Program Give You a Headache?

Off Duty Management offers a centrally administered program that reduces off-duty management headaches, at **NO COST TO THE AGENCY.**

Common off-duty program drawbacks include:



AGENCY LIABILITY

Under our solution, the agency, officers and vendors are covered under our comprehensive insurance policy that includes workers' compensation and general liability.



PROGRAM COST

Through our in-house payroll, invoicing and collection services, our solution helps to reduce administrative cost while the agency maintains full control of their program.

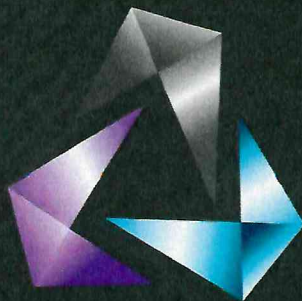


COMPLICATED PROCESS

We developed OfficerTRAK®, an app that automates every step and simplifies off-duty officer management, creating more transparency and visibility.

Find out how Off Duty Management can help reduce your off-duty program headaches and save your agency time, money and resources.

**Request a free presentation today at
www.offdutymanagement.com or call us at 877-636-8300.**



OFF DUTY MANAGEMENT

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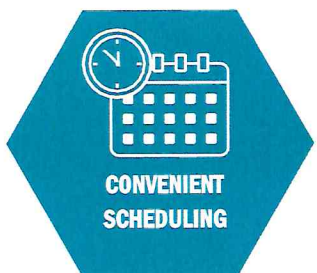
OFFICER BENEFITS

Off Duty Management was created by officers for officers to provide a solution that makes off-duty work simple and efficient at no cost to officers or agencies.



PAYMENT
EFFICIENCY

- ODM floats all funds to ensure officers are guaranteed to be paid on time by direct deposit or check.
- ODM handles all billing and invoicing; Officers never have to worry about any collection of money.
- Receive a single yearly 1099, when ODM pays officers directly.



CONVENIENT
SCHEDULING

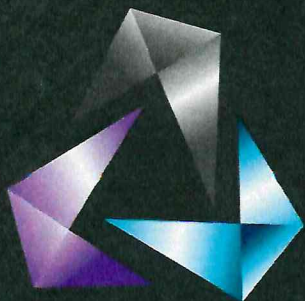
- Selecting jobs takes seconds through our easy-to-use app, OfficerTRAK®.
- Ability to sort and filter open job choices, if desired.
- Easy clock-in and clock-out.
- Job notifications and reminders through OfficerTRAK®.
- Real-time communication with other officers on the job.



ADMINISTRATIVE
SUPPORT

- ODM provides officers with multi-million dollar insurance coverage against liability claims.
- Officers will always know how jobs are distributed; creating transparency and fairness in acquiring and working off-duty jobs.
- Job history and reporting available.

BUILT BY OFFICERS FOR OFFICERS



OFF DUTY MANAGEMENT

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VENDOR BENEFITS



SAVE
MONEY

Eliminate the need to pay for insurance coverage because vendors are covered by ODM's multi- million dollar insurance liability coverage.

By eliminating most activities and costs related to managing the vendor's off-duty work requests, ODM reduces internal payroll and increases savings.

Comprehensive A+ General Liability insurance.



SAVE
TIME

Only one single payment to ODM for all officer work performed.

Eliminate the processing of all W-9 and 1099s for every officer.

Eliminate the need to pay officers daily/ weekly with once a month payroll and accounting.

Eliminate the need to post or request recurring jobs.



SERVICE
SUPPORT

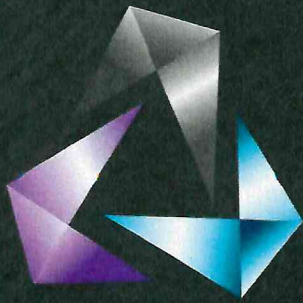
24/7/365 dedicated service support team.

24/7/365 ability to request officers online or by phone.

Customized billing and payment terms available with 30-day terms available to most vendors.

24/7/365 access to your OfficerTRAK® business account information.

BUILT BY OFFICERS FOR OFFICERS



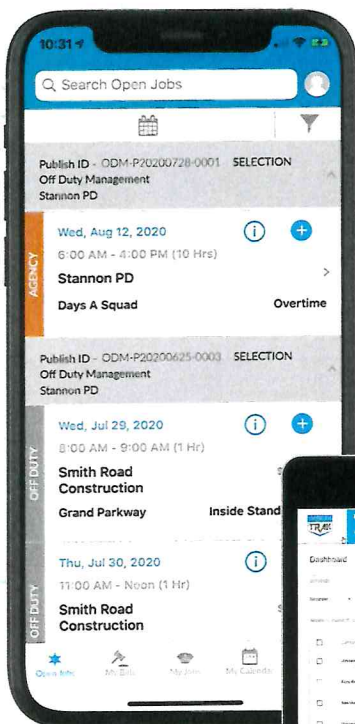
OFF DUTY MANAGEMENT

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**PROUDLY BUILT BY OFFICERS FOR OFFICERS
AND AGENCIES**

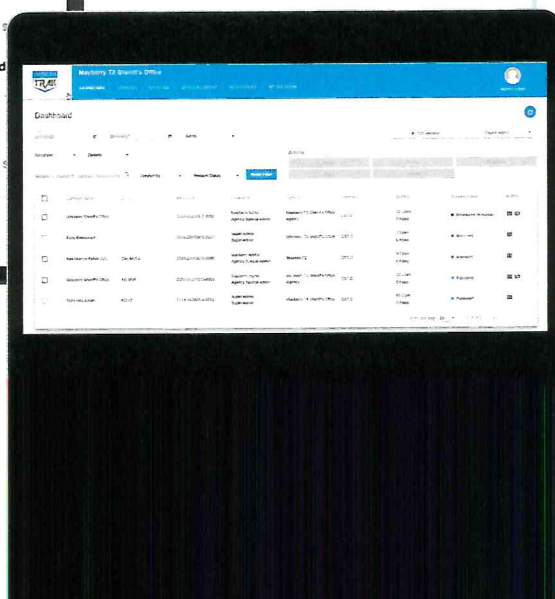
Why OfficerTRAK®?

**The easy, all-in-one, off-duty software
solution that meets Agency, Officer and
Vendor demands.**



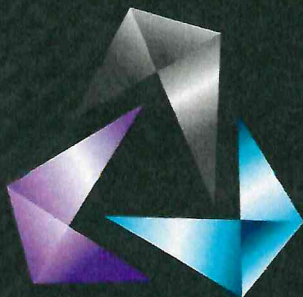
Phone App

- iOS / Android
- Job Notifications & Reminders
- Job selection
- Clock In/Clock Out
- Calendar view
- Job History



Web Enabled

- Cloud Based
- Vendor service Access
- Real-Time:
 - Job Status
 - Officer Assignments
 - Reporting



OFF DUTY MANAGEMENT

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References

Lieutenant Daniel R. Lewis Jr.

Tucson Police Department
270 South Stone Avenue Tucson, AZ 85701
(520) 784-9708
dan.lewis@tucsonaz.gov

Chief Michael Soelberg

Gilbert Police Department
75 E. Civic Center Drive Gilbert, AZ 85296
(480) 635-7575
michael.soelberg@gilbertaz.gov

Captain Christopher Forbis

Randall County Sheriffs
9100 S. Georgia Amarillo, TX 79118
(806) 468-5857
forbis.christopher@rc-sheriff.com

Chief Colleen Jacobs

West Valley City Police Department
3575 Market St., West Valley, UT, 84119
(801) 963-3255
colleen.jacobs@wvc-ut.gov

Chief Jared McKee

Plainfield Police Department
1075 W Main Street Plainfield, IN 46168
(317) 754-5315
jared.mckee@plainfieldpd.org

Assistant Chief Scott Brewer

Prosper Police Department
101 S Main Prosper, TX 75078
(972) 347-2226
scott_brewer@prospertx.gov

Lieutenant Jonathan Brown

Asheville Police Department
100 Court Plaza, Asheville, NC 28801
(828) 259-5963
jbrown@ashevillenc.gov

Chief of Administration Loyd Baker

Tuscaloosa County Sheriff's Office
714 1/2 Greensboro Avenue Tuscaloosa, AL 35401
(205) 464-8691
lbaker@tcsaal.org

Chief Kevin Cornett

Isle of Palm Police Department
30 J C Long Blvd, Isle of Palms, SC 29451
(843) 886-6522
kcornett@iop.net

Chief of Police Martin Birkenfeld

Amarillo Police Department
200 East 3rd Ave, Amarillo, TX 79101
(806) 378-9487
martin.birkenfeld@amarillo.gov

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BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: 5/11/2023

DEPARTMENT: Development Services

PRESENTED BY: Travis Henley, Development Services Director
Maureen Meehan, City Planner

ITEM SPONSORED BY: Planning Staff

ITEM/TOPIC: Review and Approval of the Major Subdivision Preliminary Plat known as Oakton

COST: N/A

BUDGET LINE ITEM: N/A

JUSTIFICATION: The City of Southport Planning Board was presented with the Major Subdivision Preliminary Plat known as Oakton at their January 19, 2023 meeting. A review committee was formed and met with the applicant to discuss Planning Board and public comments. Revisions to the site plan were made to alleviate concerns of the neighborhood, specifically making the Stuart Avenue entrance one-way and confirming stormwater retention rates. The review committee unanimously voted to send the subdivision to the full board with a recommendation of approval. At their March 16, 2023 meeting the full Planning Board voted to send the Board of Aldermen a recommendation of approval for the major subdivision preliminary plat known as Oakton.

IMPACT IF NOT APPROVED: This project is an administrative development decision. General statutes state that decisions are based on the determination of facts and the application of objective standards. If the plat is disapproved, the reasons shall be set forth in writing and refer specifically to those parts of the UDO or other land development ordinances with which the plat does not comply.

DEPARTMENT HEAD COMMENTS: The attached preliminary plat has been reviewed by staff and the technical review committee for compliance with the unified development ordinance (UDO). Staff found the subdivision as proposed meets the standards of the UDO and forwarded it to the Planning Board for a recommendation.

CITY MANAGER COMMENTS: I am in agreement with the Planning Staff on this item.

ATTACHMENTS: Major Subdivision Preliminary Plat, including grading, tree removal and landscape plans.

REQUESTED ACTION: To review and consider approval of the Major Subdivision Preliminary Plat known as Oakton

PROPOSED MOTION: Motion to approve the Major Subdivision Preliminary Plat known as Oakton.

STAFF REPORT FOR OAKTON MAJOR SUBDIVISION PRELIMINARY PLAT APPLICATION

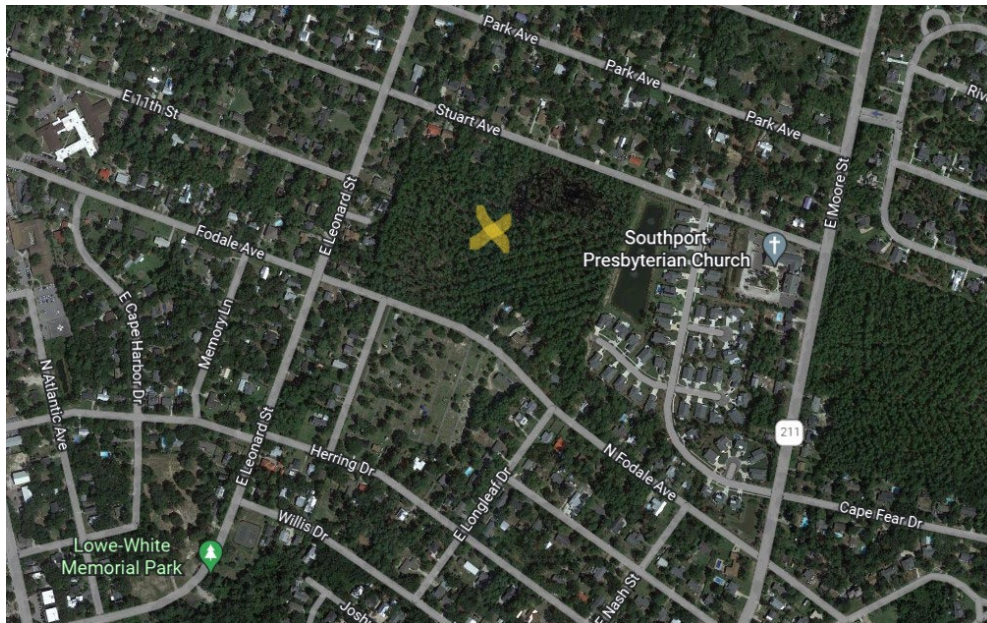
APPLICATION SUMMARY	
Presentation Date	May 11, 2023 Board of Aldermen
Applicant	Greg Wayne, Hanover Design Group
Property Owner	Stanley Martin Homes
Parcel ID:	238AC002
Project Acreage	20.51 acres
Parcel Acreage	20.51 acres
Zoning District	R-10

PRELIMINARY PLAT OVERVIEW

Greg Wayne, on behalf of Stanley Martin Homes, is seeking approval of Oakton Subdivision Preliminary Plat consisting of 42 single family home lots.

LOCATION

The subject property is located between Fodale Avenue and Stuart Avenue and is adjacent to the Hammocks subdivision. The property is located within the incorporated city limits and can be further identified by parcel number 238C002.



REVIEW PROCESS

A major subdivision preliminary plat review provides analysis and coordination of a proposed subdivision with the local UDO, transportation facilities, and utility availability. Per Section 2.8.E of the City of Southport Unified Development Ordinance, the Board of Aldermen shall approve, conditionally approve, or disapprove the preliminary plat. If the plat is disapproved, the reasons shall be set forth in writing and refer specifically to those parts of the ordinance or other land development ordinances with which the plat does not comply.

A Preliminary Plat approval conveys the authority to begin construction of infrastructure associated with the proposed subdivision, including such items as roadways, water and sewer utilities, sidewalks, etc. It does not convey any authority to construct dwellings or any other buildings. Upon completion of the installation of infrastructure, the applicant shall submit a Final Plat application. The review of the Final Plat includes site inspections by various City staff to determine if infrastructure has been installed in accordance with the Preliminary Plat. Upon a positive determination from those inspections, the Final Plat shall be considered by the Board of Aldermen. Upon approval by the Board of Aldermen, the Final Plat shall be recorded with the Brunswick County Register of Deeds, and such will convey the authority to begin to obtain building permits for structures.

The approval of the Final Plat is not an acceptance of infrastructure by the City of Southport. That process, for infrastructure such as roadways and water and sewer lines, occurs as a separate process to also be approved by the Board of Aldermen upon a determination that said infrastructure remains in accordance with any applicable standards put forth by the City.

PRELIMINARY PLAT PROPOSAL

This project was first introduced as a sketch plan at the July 15, 2021 Planning Board Meeting. The applicant submitted a preliminary plat application that was presented at the November 17, 2022 planning board meeting and gained a recommendation of approval at their March 16, 2023 meeting.

Dimensional Requirements

The subject property is zoned R-10. Per Section 3.9 there is a minimum lot size of 10,000 square feet and minimum lot width of 75'. Setbacks and building height shall be reviewed further at the time building permits are reviewed.

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

Transportation and Streets

Access to the site includes 1, one-way entrance from Stuart Avenue, 2, two-way entrances from Fodale Avenue and connection with the Hammocks Subdivision via Sand

Dollar Lane. These entrances meet the street connectivity requirements. All streets will be dedicated public rights of way and constructed to meet Section 4.8

Lighting

Per section 4.9, the applicant is required to install street lighting with underground distribution along all proposed streets. Such street lighting is compliant and has been labeled on the site plan.

Street Name Signs, and Cluster Mailboxes

Street signs, both traffic-control and name signs will be installed by the applicant and conform to all sign regulations as outlined in Section 4.10. The newly designed entrance to the subdivision on Stuart Avenue will include one-way signs and a no right turn sign will be installed on Sand Dollar Way facing Oakton Drive.

The required cluster mailbox kiosk has been identified on the site plan on Lot CA-2 on Rosin Drive.

Pedestrian Facilities

Per Section 4.11 sidewalks are required on at least 1 side of the street for all major subdivisions. The applicant has provided 5' sidewalks on both sides of each street and exceeds this requirement.

Water Supply and Sewage Disposal Systems

Section 4.12 – The property is located within the incorporated city limits. The city will provide both water and sewer to this subdivision.

Erosion and Sedimentation, Drainage Control Facilities, and Stormwater

A stormwater retention pond, which will collect all onsite stormwater is proposed and meets the requirements of Section 4.13. The city's engineer has reviewed and confirmed the storm calculations for capacity limits. Any permits from NC Department of Environmental Quality shall be obtained prior to commencing construction.

Recreation and Open Space

The applicant has provided 2.97 acres of open space, excluding wetlands. This exceeds the 2% open space/lot requirement of .84 acres, found in Section 4.14.C. Further, a walking trail has been proposed around the 2.58-acre stormwater retention pond.

Landscaping and Buffers

Section 3.17.B applies to new construction non-residential, multi-family uses, or changes in uses that would result in the addition of 10 or more parking spots. Therefore, no landscape or buffer yards are required for this proposal.

Tree Protection and Landscape Preservation

The applicant has provided a tree removal plan (Section 3.18.F) along with a landscape plan (sheets L1.0 and L0.1) showing required mitigation onsite (Section 3.18.H). The tree removal plan outlines both the infrastructure, drainage, and utilities impact zone and lot

grading and drainage zone. Within the infrastructure, drainage, and utilities zone only live oaks 8" and greater are required to be mitigated. There will be 3 live oak trees over 8" removed from this construction zone requiring 58" of mitigation. The lot grading mitigation requires the same number of inches removed to be replaced on site. Removal with mitigation of 2,912" are required and shown on sheet L0.1.

Mitigation will include native species found on Tables 3.5 and 3.6 of the UDO. The landscape plan will be updated to remove the Allee Elm street trees and add another species to meet Section 3.18.H.1.g.

Signage

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

PLANNING BOARD REVIEW

A review committee, whose members included Vice-Chair Will Hewitt, Chris Jones, and Dick Sloan, was formed to review the proposed subdivision preliminary plat.

The committee met with the applicant at a duly advertised meeting on January 11, 2023. After a review of the subdivision requirements and design features, discussion focused on 2 main topics, access to the subdivision, especially from Stuart Avenue and stormwater capacity/flooding issues in the neighborhood. It was requested that the entrance to Stuart be considered as either a walking/multi-use trail entrance or one way entrance into the subdivision, alignment of Oakton Drive and Mitchell Street on Fodale Avenue, and for 100-year storm event discharge control design calculations be checked to show capacity of the proposed stormwater retention pond.

The applicant agreed to adjust the site plan and provide stormwater calculations for a 100yr/24 hr storm event. A new site plan with a one-way entrance from Stuart Avenue and alignment to Mitchell Street was submitted as well as the requested pond capacity calculations.

The city's engineer, Bob Jarvis, reviewed the 100-year stormwater calculations and determined that it appears that the pond functions without topping. It is noted that detailed utility plans may be submitted after site plan or preliminary plat approval and must be approved by the City's Public Works Department prior to construction of improvements or the issuance of building permits or approval of final plat.

A final duly advertised committee meeting was held on March 7, 2023 to review the new submittal for the Oakton preliminary plat. A representative for the applicant met with the committee and staff to review the site plan and stormwater calculations. After discussions of the one-way entrance and capacity of the proposed stormwater pond, it was the recommendation of the committee to forward the preliminary plat to the full Planning Board for approval.

The Planning Board at their regularly scheduled monthly meeting on March 16, 2023 made a recommendation to the Board of Alderman for approval of the Major Subdivision Preliminary known as Oakton Subdivision with the condition that the non-native Allee Elm understory street trees listed on the landscape plans be updated to a species found on Table 2.6 of the UDO.

Attachments:

Preliminary Plat Application
Preliminary Plat Submittal dated 2-14-23
Stormwater Calculations

Subdivision Application

City of Southport, North Carolina



1029 N. Howe St, Southport NC 28461

www.southportnc.org

Planning & Inspections

Phone 910-457-7961 Fax 910-457-7957

FEE: \$ 5,200.00

Subdivision Type: R-10 (CONVENTIONAL) Permit #: _____

Applicant's Name: GREG A. WAYNE

Mailing Address: 1123 FLORAL PARKWAY City: WILMINGTON

State: N.C. Zip Code: 28403

Phone: 910-343-8002 Email: GWAYNE@HDSILM.COM

Location of the property to be subdivided: STURART AVENUE

Parcel Number: 238AC002

Overall Acreage: 20.53 Number of lots: 42

Surveyor: GREG A. WAYNE, PLS License #: L-2876

Mailing Address: 1123 FLORAL PARKWAY City: WILMINGTON

State: N.C. Zip Code: 28403

Phone: 910-343-8002 Email: GWAYNE@HDSILM.COM

Subdivision Fees as of July 1, 2018

Minor Subdivision: 1-2 lots	\$300.00
Minor Subdivision: 3-7 lots	\$300.00 + \$50/lot
Creation of Lots (Heirs)	\$100.00
Subdivision Exception	\$200.00
Major Subdivision	\$1,000 + \$100/lot
Master Plan Approval (PUD)	\$1,000 + \$100/acre
PUD Special Use/Land Use Plan	\$2,000.00
PUD Modification (Minor)	\$500.00
PUD Modification (Major)	\$1,000.00

Signature (Owner or Authorized Applicant)

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Date

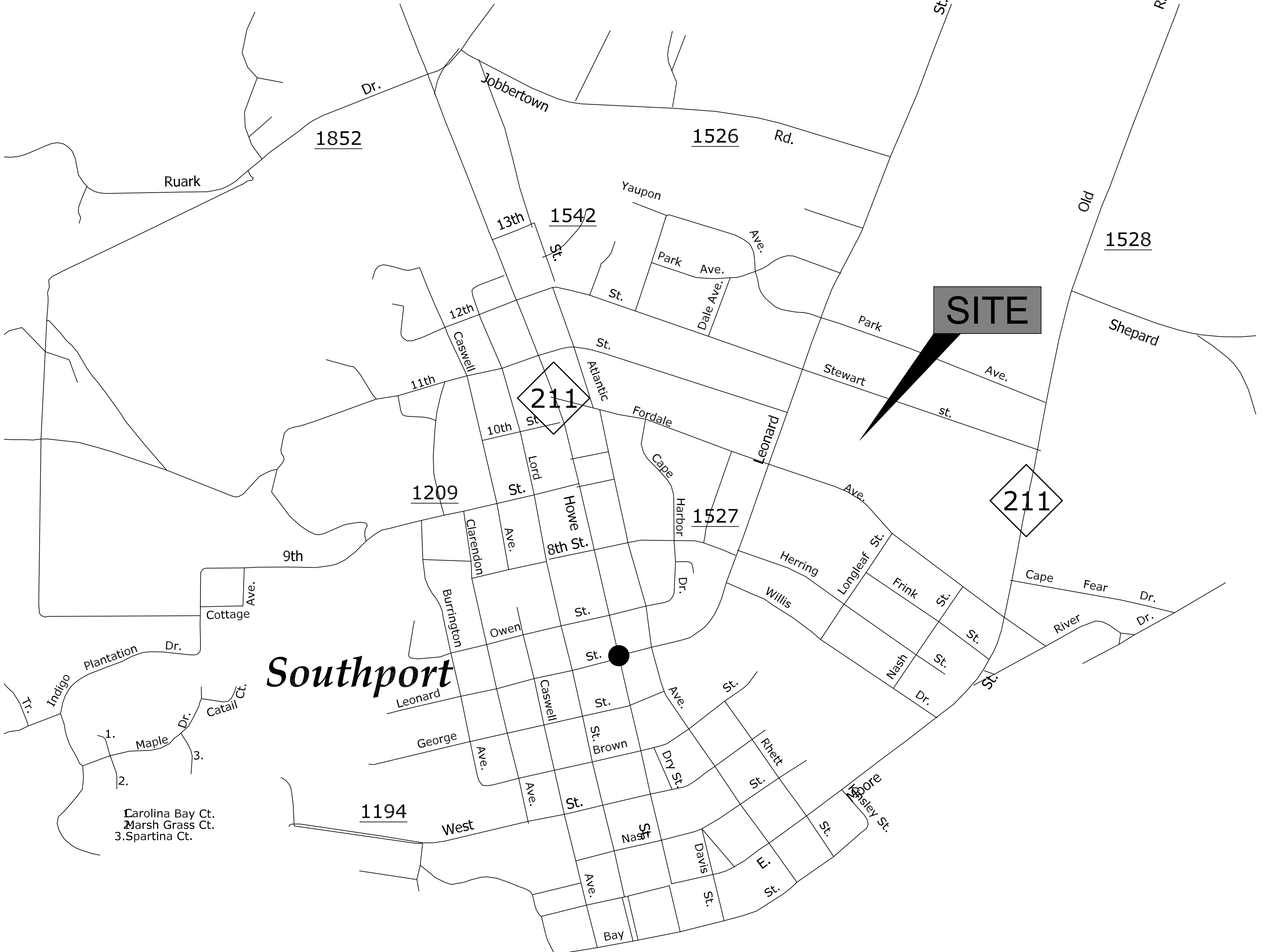
OAKTON

LOCATED IN THE CITY OF SOUTHPORT, BRUNSWICK COUNTY, NORTH CAROLINA

OWNER: STANLEY MARTIN HOMES

13310 SOUTH RIDGE DRIVE, SUITE A

CHARLOTTE, N.C. 28273



Southport

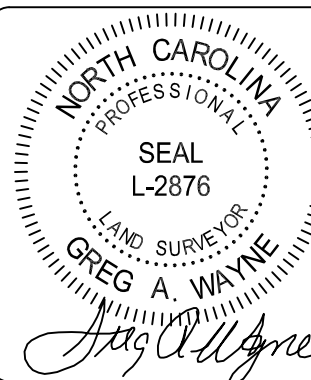
Carolina Bay Ct.
Marsh Grass Ct.
3.Spartina Ct.

SITE

211

PRELIMINARY MAP

cov



Sheet No: 1
of 6

OAKTON

VICINITY MAP

OWNER: STANLEY MARTIN HOMES
13310 SOUTH RIDGE DRIVE, SUITE A
CHARLOTTE, N.C. 28273

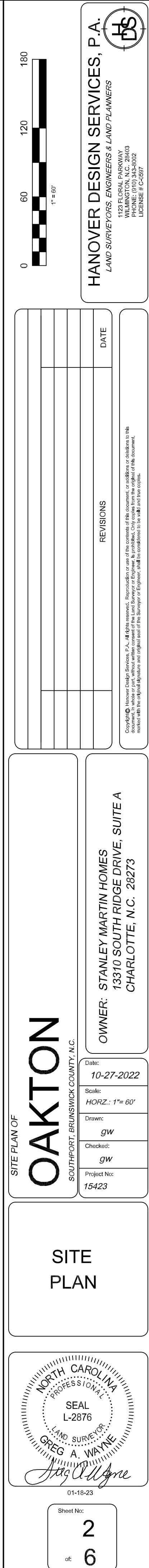
Date:	10-27-2022
Scale:	HORZ.: 1"= 60'
Drawn:	gw
Checked:	gw
Project No:	15423

[illegible]

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HANOVER DESIGN SERVICES, P.A.
LAND SURVEYORS, ENGINEERS & LAND PLANNERS





STUART AVENUE
60' PUBLIC R/W

EAST LEONARD STREET
60' PUBLIC R/W

SOFTWIND WAY
60' PUBLIC R/W

N. FODALE AVENUE
60' PUBLIC R/W

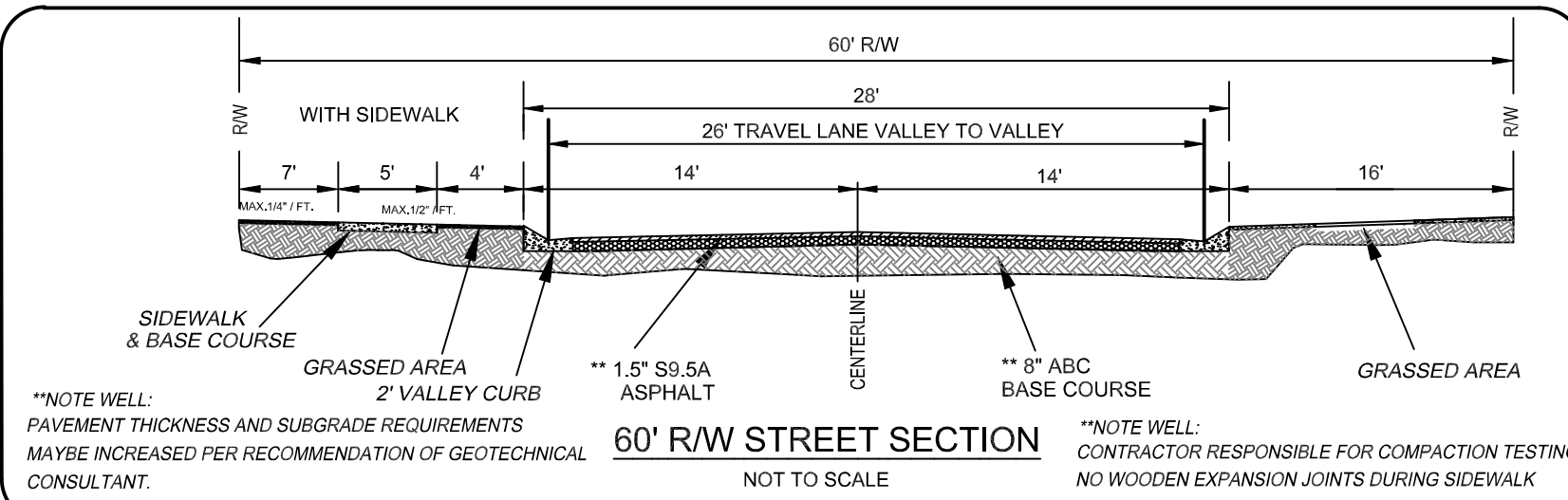
MITCHELL ST.
50' PUBLIC R/W

LEGEND

I.S. IRON SET
E.I.P. EXIST. IRON PIPE
E.C.M. EXIST. CONCRETE MONUMENT
C.C.M. CONCRETE CONTROL MONUMENT
E.A. EXIST. AXLE
I.L.M. IRON LINE MARKER
D.E. DRAINAGE EASEMENT
R/W RIGHT-OF-WAY
E.I. EXIST. IRON
S.T. SITE TRIANGLE
CA COMMON AREA

NOTES:

- SURVEYED IN DECEMBER OF 2020.
- FOR REFERENCE SEE D.B. 3857 PAGE 64.
- ALL DISTANCES ARE HORIZONTAL.
- ALL BEARINGS ARE RELATIVE TO NAD 83 (2011).
- AREA COMPUTED BY COORDINATE METHOD.
- THIS PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA.
- TOTAL AREA 20.52 ACRES
- NO U.S. ARMY CORPS JURISDICTIONAL WETLANDS EXIST ON SITE



LEGEND

(L.P.) = LIGHT POLE
EXISTING CONTOUR
PROPOSED CONTOUR
PROPERTY LINE
BUILDING SETBACK
CENTERLINE
EASEMENT
COMPUTED PROPERTY LINE
PROPOSED STORM DRAIN
PROPOSED WATER SERVICE
PROPOSED GAS SERVICE
PROPOSED 6" SANITARY SEWER SERVICE
PROPOSED SIDEWALK

NOTES

- DEVELOPER TO INSTALL ALL STREET SIGNS AT EACH STREET INTERSECTION AND ARE SUBJECT TO APPROVAL BY THE UDO ADMINISTRATOR
- DEVELOPER TO INSTALL CLUSTER BOX UNITS (CBU) IN ACCORDANCE WITH POSTAL OPERATIONS MANUAL
- FIRE HYDRANTS SHOWN ARE PRELIMINARY AND FINAL LOCATION TO BE APPROVED BY SOUTHPORT FIRE MARSHAL
- STREET LIGHTS TO BE INSTALLED BY DEVELOPER VIA UNDERGROUND DISTRIBUTION ALONG ALL STREETS. DESIGN AND INSTALLATION SHALL MEET OR EXCEED SOUTHPORT STREET LIGHT POLICY

Certification of Approval of the Preliminary/Final Plat by the Southport Board of Aldermen
The Southport Board of Aldermen hereby approves or approves conditionally the (preliminary or final plat) of Subdivision.
If approved conditionally, the specific conditions shall be listed.

Mayor, City of Southport

Date

REVISIONS	DATE

OWNER: STANLEY MARTIN HOMES
13310 SOUTH RIDGE DRIVE, SUITE A
CHARLOTTE, N.C. 28273

Date: 10-27-2022
Scale: HORIZ.: 1"= 60'
Drawn: gw
Checked: gw
Project No: 15423

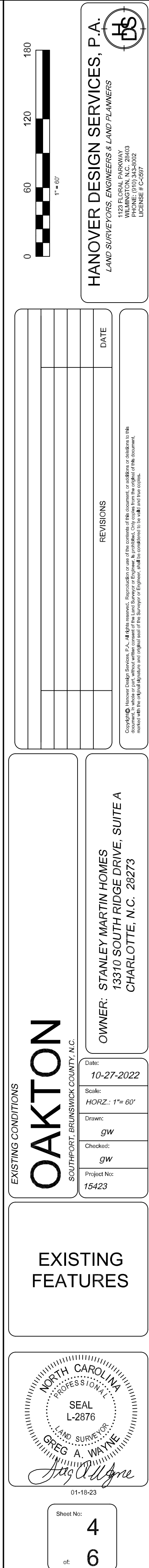
SITE PLAN

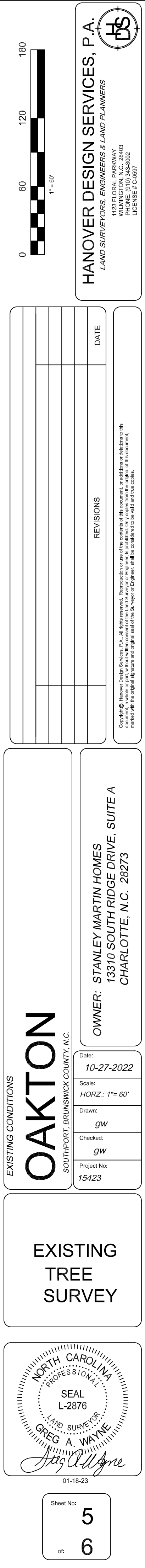
SEAL
L-2876
NORTH CAROLINA
PROFESSIONAL
LAND SURVEYOR
GREG A. WAYNE

Sheet No: 3
of 6

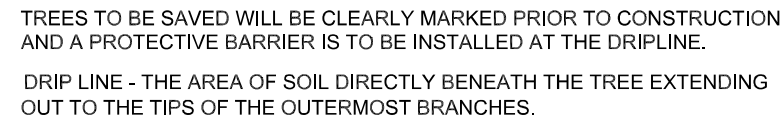
HANOVER DESIGN SERVICES, P.A.
LAND SURVEYORS, ENGINEERS & LAND PLANNERS
WILMINGTON, N.C. 28403
LICENSE # 00402







DETAIL



METHOD OF TREE PROTECTION DURING CONSTRUCTION

NOT TO SCALE

TREE PROTECTION DURING CONSTRUCTION

1. DO NOT COMPACT SOIL BENEATH TREES. NO VEHICLE SHALL BE ALLOWED TO PARK UNDER TREES. NO HEAVY MATERIALS SHALL BE STORED BENEATH TREES. RESULT OF COMPACTION CAUSE WATER AND AIR NOT TO REACH THE ROOTS AND THE TREE WILL DIE. THESE "FEEDING ROOTS" OCCUR WELL AWAY FROM THE BASE OF THE TREE TO THE EDGE OF THE OVERHEAD BRANCH CANOPY. DAMAGING THE BARK WITH LAWNMOWERS, CONSTRUCTION EQUIPMENT, OR ANYTHING ELSE IS PROHIBITED. PROTECTIVE BARRIER SHOULD PREVENT DAMAGE FROM OCCURRING DURING CONSTRUCTION.

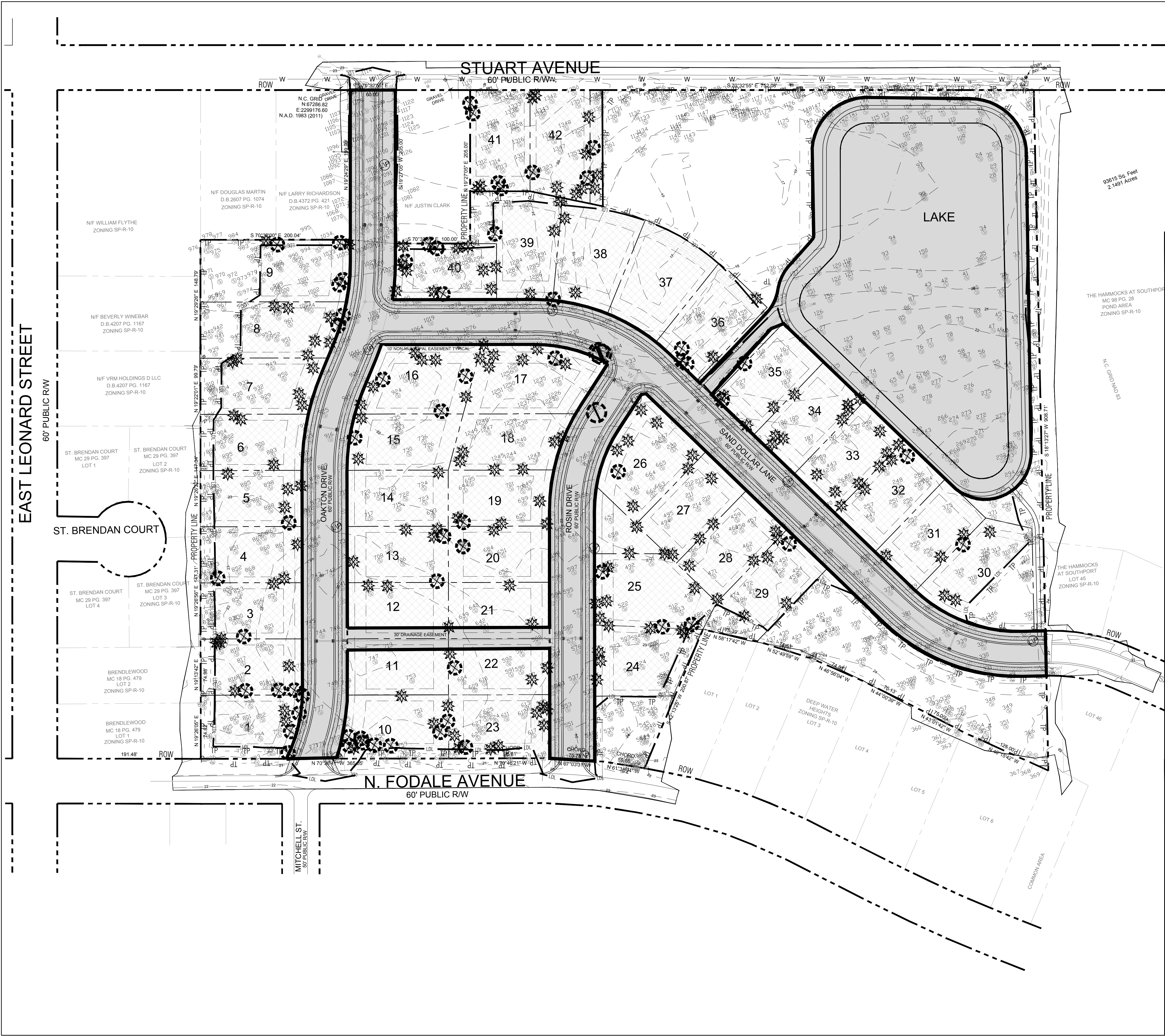
2. NO CUTTING OF LARGE STRUCTURAL ROOTS LOCATED NEAR THE BASE OF THE TRUNK. THESE ARE ESSENTIAL IN SUPPORTING THE TREE AND HOLDING IT UPRIGHT IN HIGH WINDS. REMOVAL OF THESE ROOTS ALONG ONE SIDE IS OFTEN DONE BECAUSE OF A WALK, PAVING OR BUILDING WHICH IS BEING CONSTRUCTED.

3. AVOID CUT AND FILL WITHIN DIAMETER OF TREE CROWN DURING EXCAVATION

	Description	Point#	Description	Point#	Description	Point#	Description	Point#	Description	Point#	Description	Point#	Description	Point#	Description	Point#	Description
4	8" hardwood	108	16" pine	213	12" pine	322	15" pine	428	18" oak	535	14" pine	640	14" pine	751	8" oak	855	13" pine
5	14" pine	109	13" pine	214	13" pine	323	8" oak	429	4" mag	536	14" pine	641	12" pine	752	12" pine	856	15" pine
6	12" pine	110	12" pine	215	13" pine	324	4" holly	430	14" pine	537	17" pine	642	12" pine	753	14" pine	857	16" pine
7	14" pine	111	13" pine	216	14" pine	325	14" pine	431	9" oak	538	8" oak	643	12" pine	754	13" pine	858	12" pine
8	14.5" pine	112	12" pine	217	14" pine	326	8" oak	432	13" pine	539	19" pine	644	12" pine	755	10" oak	859	14" pine
9	13.5" pine	113	13.5" pine	218	16" pine	327	12" pine	433	9" oak	540	15" pine	645	12" pine	756	15" pine	860	13" pine
10	14" pine	114	14" pine	219	14" pine	328	15" pine	434	15" pine	541	10" oak	646	15" pine	757	13" pine	861	12" pine
11	12" pine	115	15" pine	220	14" pine	329	16" pine	435	17" pine	542	13" pine	647	16" pine	758	8" oak	862	15" pine
12	12.5" pine	116	13" pine	222	14" pine	330	12" pine	436	15" pine	543	14" pine	649	12" pine	759	10" oak	863	14" pine
13	13" oak	117	8" oak	223	14" pine	331	15" pine	437	13" oak	544	13" pine	650	14" pine	760	13" oak	864	13" pine
14	13" pine	118	13" pine	224	18" pine	332	13" pine	438	12" pine	545	14" pine	651	16" pine	761	9" oak	865	13" pine
15	21" pine	119	13.5" hardwood	225	8" oak	333	13" pine	439	13" pine	546	14" pine	652	17" pine	762	8" oak	866	13" pine
16	13.5" pine	120	14" pine	226	15" pine	334	12" pine	440	13" pine	547	17" pine	653	12" pine	763	8" oak	867	12" pine
17	14" pine	121	14.5" pine	227	16" pine	335	15" pine	441	12" pine	548	13" pine	656	13" pine	764	9" oak	868	15" pine
18	12" pine	122	14.5" pine	228	8" oak	336	15" pine	442	12" pine	549	15" pine	657	12" pine	765	9" oak	870	15" pine
19	14" pine	123	15" pine	229	16" pine	337	13" pine	443	12" pine	550	19" pine	658	15" pine	766	13" pine	871	14" pine
20	14" pine	124	12" pine	231	8" oak	338	9" oak	444	13" pine	551	13" pine	659	13" pine	767	8" oak	872	9" oak
21	8" hardwood	125	15" pine	232	13" hardwood	339	13" pine	446	14" pine	552	12" pine	660	15" pine	768	14" pine	873	15" pine
22	13" pine	126	15" oak	233	15" hardwood	340	8" oak	447	14" oak	553	9" oak	661	14" pine	769	12" pine	874	13" pine
23	12.5" pine	127	15" pine	234	14" pine	341	13" pine	448	12" pine	554	triple 11" / 14" / 14" oak	662	12" pine	770	14" pine	875	12" pine
24	13" oak	128	19" pine	235	12" pine	342	12" pine	449	12" pine	555	11" oak	663	12" pine	771	13" pine	876	16" pine
25	9" oak	129	9" hardwood	236	13" pine	343	14" pine	450	12" pine	556	9" oak	664	12" pine	772	10" oak	877	16" pine
26	12" pine	130	18" oak	237	12" pine	344	13" pine	451	13" pine	557	11" oak	665	13" pine	773	10" oak	878	13" pine
28	9" oak	131	13" pine	238	16" pine	345	14" pine	452	15" pine	558	8" oak	666	13" pine	774	14" pine	879	twin 8" / 8" oak
29	12" pine	132	11" hardwood	239	14" pine	346	12" pine	453	13" pine	559	8" oak	667	12" pine	775	14" pine	880	16" pine
30	12" pine	133	14" pine	240	12" pine	348	13" pine	454	14" pine	560	8" oak	668	14" pine	777	19" pine	881	16" pine
31	14" pine	134	13" hardwood	241	9" oak	349	15" pine	455	14" pine	561	15" oak	669	8" oak	778	9" oak	882	12" pine
32	15" pine	135	14" pine	242	9" oak	350	12" pine	456	12" pine	562	13" oak	670	12" pine	779	9" oak	883	13" pine
33	13" pine	136	10" hardwood	243	12" pine	351	17" pine	457	14" pine	563	8" oak	671	13" pine	780	16" pine	884	12" pine
34	14" pine	137	9" hardwood	244	12" pine	353	13" pine	458	12" pine	564	12" oak	672	12" pine	781	14" pine	885	12" pine
35	12" pine	138	15" pine	245	13" pine	354	12" pine	459	15" pine	565	12" oak	674	12" pine	782	13" pine	886	12" pine
36	15" pine	139	14" pine	246	14" pine	355	14" pine	460	12" pine	566	8" oak	675	9" oak	783	8" oak	887	12" pine
37	8.5" hardwood	140	11" oak	247	15" pine	356	12" pine	461	19" pine	567	12" oak	676	15" pine	784	13" pine	888	14" pine
38	8" hardwood	141	15" pine	248	12" pine	357	13" pine	462	12" pine	568	8" oak	677	12" pine	785	17" pine	889	14" pine
39	14" pine	142	9" hardwood	249	15" pine	358	12" pine	463	13" pine	569	14" oak	678	15" pine	786	8" oak	890	8" oak
40	14" pine	143	16" pine	250	12" pine	359	4" holly	464	14" pine	570	11" oak	679	12" pine	787	9" oak	891	8" oak
41	14" pine	144	9" hardwood	251	12" pine	360	14" pine	465	13" pine	571	12" oak	680	14" pine	788	13" oak	892	13" pine
42	16" pine	145	16" pine	252	12" pine	361	12" pine	466	12" pine	572	8" oak	681	17" pine	789	15" pine	893	13" pine
43	20" oak	146	13" pine	253	12" pine	362	14" pine	467	13" pine	573	9" oak	682	12" pine	790	14" pine	894	13" pine
44	17" pine	147	10" hardwood	254	12" pine	363	12" pine	468	14" pine	574	15" pine	683	14" pine	791	10" pine	895	14" pine
45	13" pine	148	20" pine	255	12" pine	364	14" pine	469	15" pine	575	12" pine	684	14" pine	792	9" oak	896	13" pine
46	16" pine	149	15" pine	256	12" pine	365	11" oak	471	14" pine	576	13" pine	685	14" pine	793	12" oak	897	8" oak
47	8.5" oak	150	14" hardwood	257	14" pine	366	twin 11" / 9" oak	472	12" pine	577	13" pine	686	8" oak	794	18" pine	898	13" pine
48	13.5" pine	151	10" oak	258	14" pine	367	14" pine	473	8" oak	579	12" pine	687	10" oak	795	16" pine	899	13" pine
49	12" pine	153	14" pine	259	14" pine	368	9" oak	474	12" oak	580	15" pine	688	13" pine	796	8" oak	900	16" pine
50	10" pine	154	15" pine	260	16" pine	369	17" pine	475	17" pine	581	13" pine	689	8" oak	797	15" pine	902	13" pine
51	9" oak	155	15" pine	261	13" pine	370	12" pine	476	8" oak	582	18" pine	690	13" pine	798	8" oak	903	12" pine
52	12.5" pine	156	10" hardwood	262	16" pine	371	14" pine	477	15" oak	583	8" oak	691	17" pine	800	16" pine	904	12" pine
53	8" hardwood	157	16" pine	263	13" pine	372	12" pine	478	8" oak	584	16" pine	693	18" pine	801	15" pine	905	14" pine
54	16" pine	158	8" hardwood	264	12" pine	373	8" oak	479	13" pine	585	15" pine	694	15" pine	802	10" oak	906	17" pine
55	12" pine	159	14" pine	266	14" pine	374	12" pine	480	16" pine	586	14" pine	695	14" pine	803	12" pine	907	13" pine
56	13.5" pine	160	9" hardwood	267	16" pine	375	14" pine	481	8" oak	587	15" pine	696	16" pine	804	14" pine	908	12" pine
57	12" pine	161	9" hardwood	268	15" pine	376	15" pine	482	8" oak	588	14" pine	697	13" pine	805	16" pine	909	14" pine
58	13" pine	162	20" oak	269	16" pine	378	17" pine	483	8" oak	589	13" pine	699	12" pine	806	15" pine	910	12" pine
59	13.5" pine	163	13" pine	270	15" pine	379	13" pine	484	16" pine	590	15" pine	700	12" pine	807	8" oak	911	12" pine
60	16" pine	164	8" oak	271	10" oak	380	12" pine	485	12" pine	591	16" pine	701	12" pine	808	14" pine	912	14" pine
61	14" pine	165	19" pine	272	15" pine	381	16" pine	486	13" pine	592	13" pine	702	13" pine	809	16" pine	913	14" pine
62	15" pine	166	9" hardwood	273	14" pine	382	15" pine	487	12" pine	593	16" pine	703	15" pine	810	17" pine	914	16" pine
63	13" pine	167	11" oak	274	15" pine	383	14" pine	488	8" oak	594	12" pine	704	twin 10" / 12" oak	811	14" pine	916	14" pine
64	14.5" pine	168	12" pine	275	14" pine	384	14" pine	489	13" pine	595	12" pine	705	8" oak	812	8" oak	917	13" pine
65	12" pine	169	5" holly	276	15" pine	385	13" pine	490	14" pine	596	14" pine	706	14" pine	813	8" oak	918	8" oak
66	15" pine	170	14" pine	277	13" pine	386	14" pine	491	13" pine	597	13" pine	707	15" pine	814	15" pine	919	17" pine
67	8" oak	171	8" hardwood	278	14" pine	387	12" pine	492	13" pine	598	12" pine	708	13" pine	815	16" pine	920	16" pine
68	13" pine	172	14" pine	279	17" pine	388	13" pine	493	12" pine	599	8" oak	709	14" pine	816	9" oak	921	15" pine
69	16.5" pine	173	12" pine	280	8" oak	389	11" oak	494	13" pine	601	8" oak	710	10" pine	817	14" oak	922	13" pine
70	15" pine	174	10" hardwood	281	9" oak	390	14" pine	495	18" pine	604	12" pine	711	15" pine	818	14" pine	923	14" pine
71	15" pine	175	15" hardwood	282	13" pine	391	15" pine	496	14" pine	605	14" pine	712	13" pine	819	15" pine	924	14" pine
72	15" pine	176	9" oak	284	13" pine	392	14" pine	497	12" pine	606	17" pine	713	13" pine	820	8" oak	925	13" pine
73	12" pine	177	9" hardwood	285	12" pine	393	8" oak	498	8" oak	607	11" oak	715	12" pine	821	18" pine	926	14" pine
74	15.5" pine	178	13" pine	286	14" pine	394	8" oak	499	15" pine	608	10" oak	716	13" pine	822	16" pine	927	16" pine
75	17" pine	179	14" pine	288	15" pine	395	9" oak	500	14" pine	609	12" pine	717	15" pine	823	8" oak	928	12" pine
76	14" pine	180	15" pine	289	8" oak	396	15" pine	501	14" pine	610	10" oak	718	18" pine	824	15" pine	929	10" oak
77	16" pine	181	8" oak	290	9" oak	397	14" pine	502	15" pine	611	12" pine	720	12" pine	825	17" pine	930	10" oak
78	12" pine	182	13" oak	291	15" pine	398	15" pine	503	12" pine	612	8" oak	721	14" pine	826	13" pine	931	15" pine
79	14" pine	183	16" pine	292	13" pine	399	15" pine	504	16" pine	613	12" pine	722	13" pine	827	12" pine	932	13" pine
80	15" pine	184	14" pine	293	13" pine	400	15" pine	505	13" pine	614	15" pine	723	15" pine	828	14" oak	933	14" pine
81	18.5" pine	185	13" pine	294	13" pine	401	12" pine	506	9" oak	615	14" pine	724	15" pine	829	14" pine	934	13" pine
82	15.5" pine	186	12" pine	295	12" pine	402	12" pine	507	9" oak	616	15" pine	725	24" pine	830	12" pine	935	13" pine
83	13" pine	187	13" pine	296	14" pine	403	17" pine	508	4" holly	617	16" pine	726	13" pine	831	9" oak	936</	

SITE PLAN OF OAKTON SOUTHPORT, BRINSWICK COUNTY, N.C.	OWNER: STANLEY MARTIN HOMES 133 SOUTH ROSE DRIVE, SUITE A CHARLOTTE, N.C. 28273	
	Date: 10-27-2022	Scale: HORIZ.: 1" = 60'
TREE INVENTORY	Drawn: gw	Cheeked: gw
	Project No: 15423	
 GREG A. WAYNE LAND SURVEYOR 01-15-23		
Sheet No: 6 of 6		

MAJOR SUBDIVISION PRELIMINARY PLAT



VICINITY MAP

LANDSCAPE REQUIREMENTS

TREE REMOVAL ZONE FOR INFRASTRUCTURE, DRAINAGE, AND UTILITIES IMPACT

MITIGATION REQUIREMENTS FOR REMOVED REGULATED LIVE OAK TREES 8" OR GREATER WITHIN INFRASTRUCTURE AND DRAINAGE AREAS.

QUANTITY	SIZE	COMMON NAME
1	14"	LIVE OAK
1	14/14"	LIVE OAK
1	16"	LIVE OAK
3	58"	LIVE OAK

TOTAL CALIBER INCHES REQUIRED FOR MITIGATION = 58" CAL. INCHES

TREE REMOVAL ZONE FOR LOT GRADING AND DRAINAGE

MITIGATION REQUIREMENTS FOR REMOVED REGULATED OAKS / HARDWOODS 8" OR GREATER AND 12" OR GREATER CONIFERS TREES, LOCATED OUTSIDE OF BUILDING ENVELOPE.

QUANTITY	SIZE	COMMON NAME
1	10"	HARDWOOD
1	15"	HARDWOOD
34	12"	PINE
31	13"	PINE
33	14"	PINE
29	15"	PINE
15	16"	PINE
12	17"	PINE
3	18"	PINE
1	19"	PINE
3	20"	PINE
1	16.5"	PINE
1	24"	PINE
20	8"	OAK
9	9"	OAK
7	10"	OAK
9	11"	OAK
2	13"	OAK
1	14"	OAK
1	9/8"	OAK
1	10/12"	OAK
1	25"	LIVE OAK
215	2,853.5"	LIVE OAK

TOTAL CALIBER INCHES REQUIRED FOR MITIGATION = 2,853.5" CAL. INCHES

OVERALL TOTAL CALIBER INCHES REQUIRED FOR MITIGATION = 2,912" CAL. INCHES

SYMBOL LEGEND

	PROPERTY LINE
	RIGHT OF WAY
	LIMITS OF DISTURBANCE
	WETLAND BOUNDARY LINE
	INTERIOR PROPERTIES
	SETBACKS
	ADJACENT PROPERTIES
	TREE PROTECTION
	EXISTING LIVE OAK TO BE REMOVED WITHIN R.O.W.
	EXISTING HARDWOOD 8" OR GREATER TO BE REMOVED
	EXISTING CONIFER 12" OR GREATER TO BE REMOVED

SCALE: 1" = 60'

MIHALY LAND DESIGN
PLANNING + LANDSCAPE ARCHITECTURE
330 MILITARY CUTOFF RD., Suite A3
Wilmington, NC 28405 910.392.4355

Revisions
2023-02-14: REVISED PER CITY OF SOUTHPORT COMMENTS

CLIENT

STANLEY MARTIN HOMES
13310 SOUTH RIDGE DRIVE, SUITE A
CHARLOTTE, NC

PROJECT

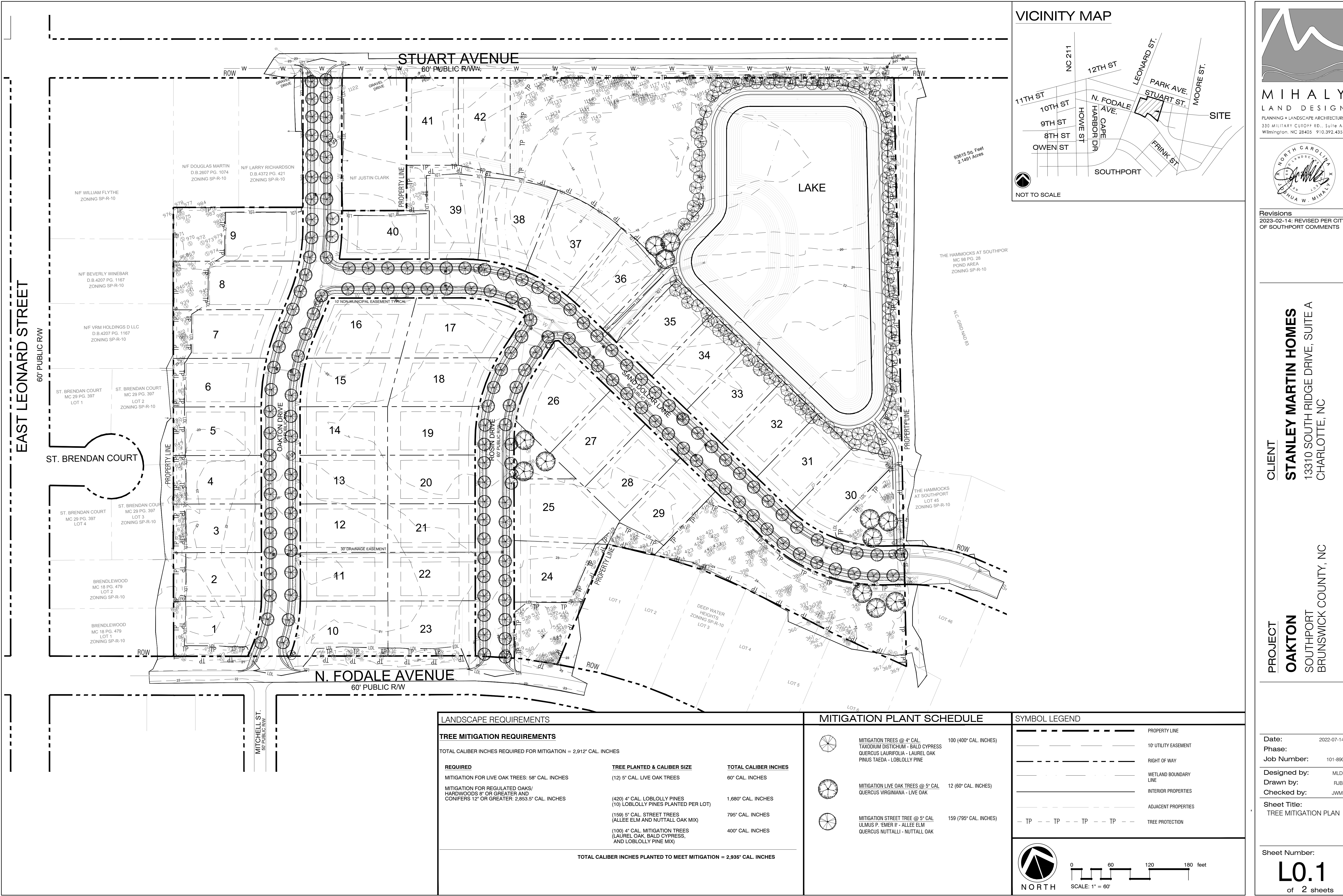
OAKTON
SOUTHPORT
BRUNSWICK COUNTY, NC

Date: 2022-07-14
Phase:
Job Number: 101-890
Designed by: MLD
Drawn by: RJB
Checked by: JWM

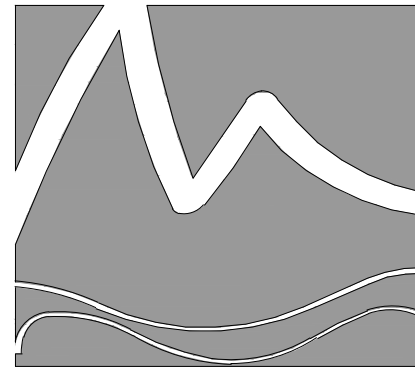
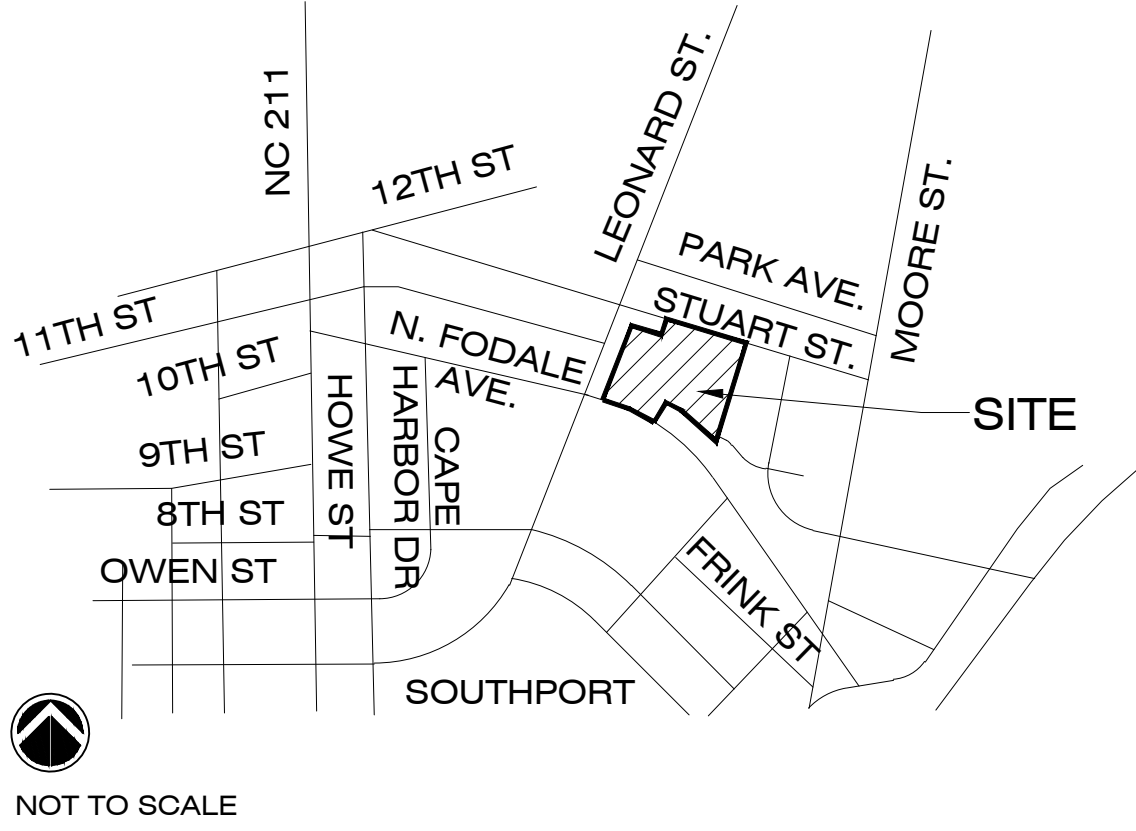
Sheet Title:
TREE REMOVAL PLAN

Sheet Number:
L1.0
of 2 sheets

Page 169 of 418



VICINITY MAP



MIHALY
LAND DESIGN
PLANNING + LANDSCAPE ARCHITECTURE
330 MILITARY CUTOFF RD., Suite A3
Wilmington, NC 28405 910.392.4355



Revisions
2023-02-14: REVISED PER CITY
OF SOUTHPORT COMMENTS

CLIENT
STANLEY MARTIN HOMES
13310 SOUTH RIDGE DRIVE, SUITE A
CHARLOTTE, NC

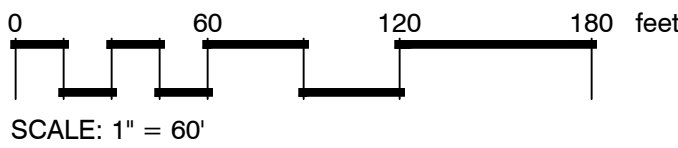
PROJECT
OAKTON
SOUTHPORT
BRUNSWICK COUNTY, NC

Date: 2022-07-14
Phase:
Job Number: 101-890
Designed by: MLD
Drawn by: RJB
Checked by: JWM

Sheet Title:
TREE MITIGATION PLAN

Sheet Number:
L0.1
of 2 sheets

LANDSCAPE REQUIREMENTS			MITIGATION PLANT SCHEDULE		SYMBOL LEGEND	
TREE MITIGATION REQUIREMENTS				MITIGATION TREES @ 4" CAL. TAXODIUM DISTICHUM - BALD CYPRESS QUERCUS LAURIFOLIA - LAUREL OAK PINUS TAEDA - LOBLOLLY PINE	100 (400" CAL. INCHES)	PROPERTY LINE
TOTAL CALIBER INCHES REQUIRED FOR MITIGATION = 2,912" CAL. INCHES				MITIGATION LIVE OAK TREES @ 5" CAL. QUERCUS VIRGINIANA - LIVE OAK	12 (60" CAL. INCHES)	10' UTILITY EASEMENT
REQUIRED	TREE PLANTED & CALIBER SIZE	TOTAL CALIBER INCHES		MITIGATION STREET TREE @ 5" CAL. ULMUS P. 'EMER II' - ALLEE ELM QUERCUS NUTTALLI - NUTTALL OAK	159 (795" CAL. INCHES)	RIGHT OF WAY
MITIGATION FOR LIVE OAK TREES: 58" CAL. INCHES	(12) 5" CAL. LIVE OAK TREES	60" CAL. INCHES				WETLAND BOUNDARY LINE
MITIGATION FOR REGULATED OAKS/ HARDWOODS 8" OR GREATER AND CONIFERS 12" OR GREATER: 2,853.5" CAL. INCHES	(420) 4" CAL. LOBLOLLY PINES (10) LOBLOLLY PINES PLANTED PER LOT	1,680" CAL. INCHES				INTERIOR PROPERTIES
	(159) 5" CAL. STREET TREES (ALLEE ELM AND NUTTALL OAK MIX)	795" CAL. INCHES				ADJACENT PROPERTIES
	(100) 4" CAL. MITIGATION TREES (LAUREL OAK, BALD CYPRESS, AND LOBLOLLY PINE MIX)	400" CAL. INCHES				TREE PROTECTION
TOTAL CALIBER INCHES PLANTED TO MEET MITIGATION = 2,935" CAL. INCHES						





BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: 5/11/2023

DEPARTMENT: Development Services

PRESENTED BY: Travis Henley, Development Services Director
Maureen Meehan, City Planner

ITEM SPONSORED BY: Planning Staff

ITEM/TOPIC: Review and Approval of the Major Subdivision Preliminary Plat for Prices Creek Phase 2 Townhomes

COST: N/A

BUDGET LINE ITEM: N/A

JUSTIFICATION: The City of Southport Planning Board was presented with the Major Subdivision Preliminary Plat for Prices Creek Phase 2 Townhomes at their March 16, 2023 meeting. The Planning Board voted to table the project for further review after the staff presentation and Q&A. At their April 20, 2023 meeting the Planning Board unanimously voted to send the Board of Aldermen a recommendation of approval for the major subdivision preliminary plat for Prices Creek Phase 2 Townhomes.

IMPACT IF NOT APPROVED: This project is an administrative development decision. General statutes state that decisions are based on the determination of facts and the application of objective standards. If the plat is disapproved, the reasons shall be set forth in writing and refer specifically to those parts of the UDO or other land development ordinances with which the plat does not comply.

DEPARTMENT HEAD COMMENTS: The attached preliminary plat has been reviewed by staff and the technical review committee for compliance with the unified development ordinance (UDO). Staff found the subdivision as proposed meets the standards of the UDO and forwarded it to the Planning Board for a recommendation.

CITY MANAGER COMMENTS: I concur with the recommendation of the Development Services staff that you approve the preliminary plat.

ATTACHMENTS: Major Subdivision Preliminary Plat including tree removal and landscape plans.

REQUESTED ACTION: To review and consider approval of the Major Subdivision Preliminary Plat for Prices Creek Phase 2 Townhomes.

PROPOSED MOTION: Motion to approve the Major Subdivision Preliminary Plat for Prices Creek Phase 2 Townhomes.

STAFF REPORT FOR PRICES CREEK PHASE 2 TOWNHOMES MAJOR SUBDIVISION PRELIMINARY PLAT APPLICATION

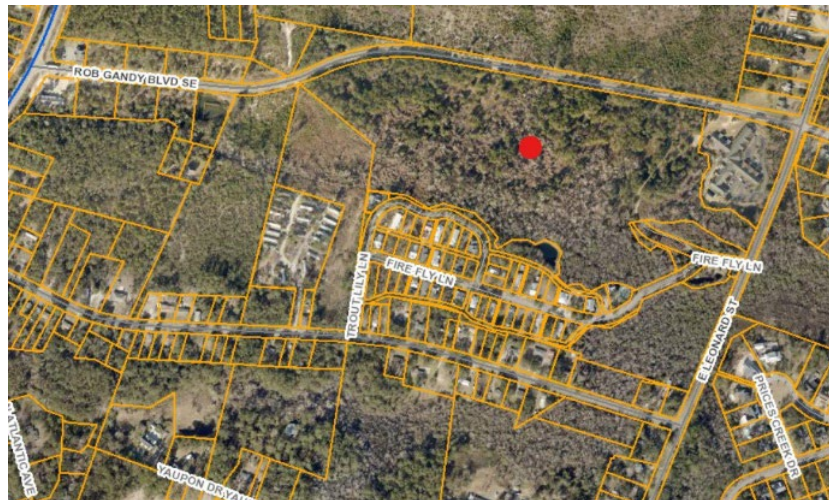
REVIEW PROCESS	
Presentation Date	May 11, 2023 Board of Aldermen
Applicant	Cameron Smith
Property Owner	Smith Hill Group, LLC
Parcel ID:	222000604
Project Acreage	17.35 acres
Parcel Acreage	17.35 acres
Zoning District	PUD – Planned Unit Development

PRELIMINARY PLAT OVERVIEW

Cameron Smith, applicant, on behalf of Smith Hill Group, LLC, is requesting approval of a Preliminary Plat for Phase 2 of the Prices Creek Subdivision, which consists of forty-eight (48) townhome dwelling units.

LOCATION

Subject property is located to the south of Rob Gandy Boulevard SE, west of E. Leonard Street and Bella Terra senior living facility, and north of the existing phase of the Prices Creek subdivision. This property is within the incorporated city limits and can be further identified by Brunswick County Parcel ID 222000604.



REVIEW PROCESS

A major subdivision preliminary plat review provides analysis and coordination of a proposed subdivision with the local UDO, transportation facilities, and utility availability. Per Section 2.8.E of the City of Southport Unified Development Ordinance, the Planning Board shall review the proposal and transmit a formal recommendation to the Board of Aldermen. The Board of Aldermen is the final decision maker on all Preliminary Plats within the City of Southport.

A Preliminary Plat approval conveys the authority to begin construction of infrastructure associated with the proposed subdivision, including such items as roadways, water and sewer utilities, sidewalks, etc. It does not convey any authority to construct dwellings or any other buildings. Upon completion of the installation of infrastructure, the applicant shall submit a Final Plat application. The review of the Final Plat includes site inspections by various City staff to determine if infrastructure has been installed in accordance with the Preliminary Plat. Upon a positive determination from those inspections, the Final Plat shall be considered by the Board of Aldermen. Upon approval by the Board of Aldermen, the Final Plat shall be recorded with the Brunswick County Register of Deeds, and such will convey the authority to begin to obtain building permits for structures.

The approval of the Final Plat is not an acceptance of infrastructure by the City of Southport. That process, for infrastructure such as roadways and water and sewer lines, occurs as a separate process to also be approved by the Board of Aldermen upon a determination that said infrastructure remains in accordance with any applicable standards put forth by the City.

PRELIMINARY PLAT PROPOSAL

This project was approved and zoned Planned Unit Development (PUD) in 2004. The development approval included 3 phases, the first of which has existed for some time and is continuing to be built out, and two additional multi-family phases that are adjacent to Rob Gandy Boulevard. As shown on the applicant's submitted site plan, the proposal for Phase 2 includes 12 quadraplexes for a total of 48 units. Phase 3 is located to the west of Phase 2 and shall require its own submittal and approval process.

Dimensional Requirements

The dimensional requirements applicable within the PUD zoning district are determined at the time of initial approval. Multi-family units within a PUD can utilize zero lot lines with a peripheral minimum setback of 25' and a maximum building height of 40'. Based on the site plan minimum peripheral setbacks are met and labeled at 25'. The site plan states that the final building height is 30'. Building height shall be reviewed further at the time building permits are reviewed.

The parcel of land has a total of 17.35 acres. The density of the proposed subdivision is 2.76 dwelling units/acre, which meets the maximum density of 6 du/acre as laid out within the Unified Development Ordinance and is consistent with the overarching approval for Prices Creek. Further, there are 3.92 acres of open space (22.5%), which exceeds the existing 20% requirement for all PUDS.

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

Transportation and Streets

Access to the site is provided from two locations, one directly to Rob Gandy Boulevard and one to Green Meadow Way, via which access is granted to E. Leonard Street. These two entrances meet the street connectivity requirements as found within the Unified Development Ordinance. The proposed right-of-way widths are less than is required by the Unified Development Ordinance, however the reduced widths were reviewed and approved by the Fire Marshal at the December 20, 2022, Technical Review Committee meeting. All streets will be designated public rights-of-way and constructed to meet the requirements of Section 4.8. Formal dedication of the streets to the City of Southport shall require separate review, inspection, and acceptance by the Board of Aldermen in the future.

Lighting

The applicant is required to install street lighting with underground distribution along all proposed streets. The applicant has provided street light locations to the preliminary plat. Lighting will meet the requirements of Section 3.16 of the UDO and all installations shall be inspected for conformance to the approved lighting plan prior to final plat approval.

Street Name Signs, and Cluster Mailboxes

Street signs, both traffic-control and name signs will be installed by the applicant and shall meet all applicable regulations.

A cluster mailbox kiosk has been identified on the site plan at the corner of the main street and side street near the Rob Gandy Boulevard entrance.

Pedestrian Facilities

Per Section 4.11 sidewalks are required on at least 1 side of the street for all major subdivisions. The applicant has provided 5' sidewalks extended to the property line on both sides of all streets as shown on the submitted site plan, thus exceeding the requirements of the Ordinance.

Water Supply and Sewage Disposal Systems

The city will provide both water and sewer to this subdivision.

The City of Southport is currently evaluating the existing sewer capacity available for this development. A determination of need for future flow and any necessary improvements for this project are forthcoming. Currently, there is not an anticipated date. Once a determination is available, the subdivision must comply with the requirements set forth by the city's Public Services Department.

Per Section 4.6 Construction Procedures of the UDO and further outlined in Appendix A – Detailed plans may be submitted after site plan or preliminary plat are approved and must be approved by the City's Public Services Department prior to construction of improvements or the issuance of building permits or approval of a final plat.

Erosion and Sedimentation, Drainage Control Facilities, and Stormwater

Project is designed to meet low density criteria for stormwater requirements and meets the maximum 24% built upon area/impervious surface requirement. Any permits from NC Department of Environmental Quality shall be obtained prior to commencing construction. Consulting engineers are currently reviewing the project for compliance with the city's UDO.

Further, the applicant shall comply with all requirements of Article 6 of the City of Southport Unified Development Ordinance and all requirements of the North Carolina Sedimentation Pollution Control Act. The City's contract engineer for stormwater review services is currently reviewing the submitted plans to determine compliance with City standards and will coordinate with the applicant and City Planning staff to that end.

Recreation and Open Space

The applicant has provided 3.92 acres (22.5%) of upland open space within Phase 2. This exceeds the 20% requirement for PUDs found in Section 4.14.C. The private areas will be restricted to active and passive recreational purposes and will have recorded covenants in place. The applicant has delineated between active and passive open space. The area that is labeled future recreation area is classified as 1.23 acres of active open space, leaving 2.69 acres of passive open space.

Landscaping and Buffers

There are no buffer yard requirements for this proposal per Section 3.17 of the Unified Development Ordinance, although the applicant has provided a portion of the required tree protection mitigation (see next section of Staff Report) along the street side of the properties adjacent to Rob Gandy Boulevard and along the property line of units closest to the assisted living facility. The provision of such mitigation in that location, though not required, does follow the purpose and intent of landscaped buffers.

Tree Protection and Landscape Preservation

The applicant, per Section 3.18, has provided a tree removal plan along with a landscape plan (sheets L0.0 and L0.1) showing required mitigation onsite. The tree removal plan outlines both the infrastructure, drainage, and utilities impact zone and the building envelope zone. Within the infrastructure, drainage, and utilities zone only live oaks 8" and

greater are required to be mitigated. There will be 2 oak trees over 8" removed from this construction zone.

Within the building envelope impact zone, 134" of regulated hardwood and conifer trees will be mitigated. Except for construction needs, existing vegetation has been preserved where possible.

Mitigation for 141" DBH, which is 7" over the required 134" has been provided utilizing the tree specimen requirements of Table 3.5. The landscape mitigation incorporates Southern Live Oak, Southern Magnolia, and Eastern Red Cedar trees, which are all canopy trees.

Signage

Location of subdivision sign is labeled on the submitted site plan. Approval of a Preliminary Plat does not include sign permit approval. All future signs associated with the project shall require separate review and approval by Planning Staff based on conformance with Section 3.19 of the City of Southport Unified Development Ordinance.

PLANNING BOARD REVIEW

The Planning Board was presented the major subdivision preliminary plat at their March 16, 2023 monthly meeting. There were detailed discussions with Staff regarding the requirements for low density stormwater control measures and the landscape and mitigation plans. After discussion with Staff and the applicant, the Board voted to table the recommendation for further review.

The Planning Board at their regularly scheduled monthly meeting on April 20, 2023 made a recommendation to the Board of Alderman for approval of the Major Subdivision Preliminary Plat for Prices Creek Phase 2 Townhomes with the condition that any necessary upgrades or improvements to accommodate the development are provided for an adequate level of capacity.

Attachments:

- 1) TRC Memo
- 2) Application
- 3) Preliminary Plat

Major Subdivision Preliminary Plat Application

City of Southport, North Carolina



1029 N. Howe St, Southport NC 28461

www.southportnc.org

Planning & Inspections

Phone 910-457-7961 Fax 910-457-7957

For Staff Use Only

PERMIT No. _____ FEE: \$ 5800⁰⁰ Date Received: 9/21/22

Proposed/Approved Name of Development: Townhouses at Price's Creek
Applicant's Name: Cameron Smith
Mailing Address: 107 Bennetts Creek Lane City: Southport
State: NC Zip Code: 28461 Phone: (910) 443-5080
Email: CCSmith
Location of the property: Rob Gandy Blvd.
Parcel No.: 2220000604 Overall Acreage: 17.35 Number of lots: 12-4 plexes
48 units

Property Owner's Name: Smith Hill Group, LLC
Address of Owner: 3391 Southport Supply Phone: (910) 443-5080
City: Bohira State: NC Zip Code: 28422
Email: CCSmithconstruction@gmail.com

Surveyor: Michael Underwood & Associates Registration #: C-0615
Mailing Address: 102 Cinema Dr Suite A City: Wilmington NC
State: NC Zip Code: 28403
Phone: 910-815-0650 Email: mua-office@mua-pa.com

A Major Subdivision Preliminary Plat Application is required for Subdivisions and/or divisions of land not qualifying as exempt or as a minor subdivision.

Submission Requirements for a Major Subdivision Preliminary Plat Application are found in Appendix A.1 of the Southport UDO.

A Major Preliminary Plat submitted to the city of Southport shall include the following required certificates:

- ____ Certificate of Survey and Accuracy
- ____ Certification of Board of Aldermen Approval
- ____ Certificate of Purpose of Plat



Signature (Owner or Authorized Applicant)



Date

APPROVED BY:



UDO Administrator



Date

** Verified earlier work by
other staff **



City of Southport

To: Cameron Smith, Applicant

From: Maureen Meehan, City Planner

Re: Technical Review Committee Review – Preliminary Plat Subdivision Review – Prices Creek Phase 2 Townhomes

Date: January 5, 2023

Application reviewed and deemed complete by Wes McLeod, Development Director of the Cape Fear Council of Government and Maureen Meehan, City Planner.

The Technical Review Committee (TRC) met on December 20, 2022 to review the preliminary plat subdivision. The following comments were discussed and need to be addressed for approval. Additional comments may be included with changes to the site plan.

Planning Comments:

Prior to the TRC meeting staff provided the applicant with the following detailed comments following Appendix A - Submittal Requirements:

Major subdivision plats shall be prepared by a licensed surveyor or engineer and include all information required in Appendix A of the UDO. The following information is missing and needs to be included on the plan.

- Change the name on the first sheet from Site Plan to Preliminary Plat - [complete](#)
- Need detailed information about the zoning classification and need book and page numbers of the site tract as well as adjacent properties. - [complete](#)
- Lots numbered consecutively throughout the subdivision - [complete](#)
- Sufficient engineering data to determine readily, and to be reproducible on the ground, every straight or curved boundary line, street line, lot line, right-of-way line, easement line, and setback line, including dimensions, bearing or deflection angles, radii, central angles, and tangent distances for the center line of curved streets and curved property lines that are not the boundary of curved streets. All dimensions shall be measured to the nearest one-tenth of a foot and all angles to the nearest minute.
- Location, direction, names, cross sections, approximate grades, and pavement widths of proposed rights-of-way, including design engineering data for all curves and corners - [complete](#)
- Type of street dedication private/public - [complete](#)
- Location and dimensions of proposed sidewalks and accessible accessways - [complete](#)

- FEMA-designated flood hazard areas, including flood zone designations and map panels - **complete**
- Location, dimensions, and description of all areas to be dedicated to the public or to a property owners association – **this section needs to be updated to include dimensions and descriptions of required open space.**
- Utility plans - complete detailed plans can be submitted after plat approval and before construction commences - **complete**
- Height of proposed units - **complete**
- Delineation of all dedicated open space areas – **needs to be completed**
- Location, size, and flow direction of existing and proposed drainage courses or immediately adjacent to the project including culverts and storm drains - **complete**
- Location and size of stormwater basins or other comparable stormwater management mechanisms - **complete**
- Location and labeling of minimum building setback lines – **complete**
- Location of cluster mailbox unit - **complete**
- Any proposed signage, lighting, and landscaping – **landscaping complete, lighting must be in compliance with the UDO and also the Code of Ordinances**
- **Chapter 4. Proposed signage must be permitted prior to installation.**
- Add the following certificates, found in Appendix A : Certificate of Accuracy, Certification of Board of Aldermen Approval, Certificate of Purpose of Plat.

1. Certificate of Survey and Accuracy. - **complete**

In accordance with NCGS 47-30: There shall appear on each plat a certificate by the person under whose supervision such survey or such plat was made, stating the origin of the information shown on the plat, including recorded deed and plat references shown thereon. The ratio of precision as calculated by latitudes and departures before any adjustments must be shown. Any lines on the plat that were not actually surveyed must be clearly indicated and a statement included revealing the source of information. The execution of such certificate shall be acknowledged before any officer authorized to take acknowledgments by the registered land surveyor preparing the plat. All plats to be recorded shall be probated as required by law for the registration of deeds. Where a plat consists of more than one sheet, only the first sheet must contain the certification and all subsequent sheets must be signed and sealed.

The certificate shall include the source of information for the survey and data indicating the accuracy of closure of the plat before adjustments, and shall be in substantially the following form:

I, _____, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book____, Page____, etc.) (other); that the boundaries not surveyed are clearly indicated as drawn from information found in Book____, Page____;

that the ratio of precision as calculated is 1:____; that this plat was prepared in accordance with NCGS 47-30 as amended. Witness my original signature, registration number and seal this ____ day of __, A.D. 20__.

Surveyor

Seal or Stamp

Registration Number

Certification of Approval of the Preliminary/Final Plat by the Southport Board of Aldermen - Complete

The Southport Board of Aldermen hereby approves or approves conditionally the (preliminary or final plat) of _____ Subdivision. If approved conditionally, the specific conditions shall be listed.

Mayor, City of Southport

Date

Certificate of Purpose of Plat. Notwithstanding any other provision contained in this section, it is the duty of the surveyor, by a certificate on the face of the plat, to certify to one of the following: - **needs to be completed**

1. This survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land;
2. This survey is of an existing parcel or parcels of land and does not create a new road or change an existing road;
3. This survey is of any existing building, or other structure, or natural feature, such as a water course;
4. This survey is a control survey;
5. That this survey is of another category, such as the recombination of existing parcels, a court ordered survey, or other exception to the definition of a subdivision; or
6. That the information available to the surveyor is such that the surveyor is unable to make a determination to the best of his or her professional ability as to provisions contained in items (1) through (6) above.

Note: Certain activities may be eligible for an exemption/waiver from the subdivision standards. If the activity being submitted meets one of the activities eligible for an exemption/waiver, item 5 above should be the selected certification.

Public Works Director Comments:

By: Tom Stanley tstanley@cityofsouthport.com

There are concerns about the amount of flow given capacity limitations. As stated by the City's consulting engineer, an evaluation is underway to determine the needs for future flow and to determine if there are any necessary improvements to serve the development.

City of Southport Engineer Consultant Comments:

By: T Carter Hubbard, PE, WK Dickson & Co., Inc.

The proposed phase of development at 48 two-bedroom townhomes will need 11,520 gallons per day sewer capacity. The project plans gravity sewer extension and proposed sewer flow to the Prices Creek lift station. The lift station has a 12 foot diameter wetwell. The Prices Creek Lift Station was constructed for the initial phase of development.

Tom Stanley mentioned that the ADM flow of 3200 gpd discharges into Prices Creek sewer basin. The current Prices Creek pumps can not handle additional flow. The Prices Creek Lift Station pumps to the force main that discharges to Central Pump Station. The Central Pump station has capacity limitations. Upgrades are needed to the City wastewater system to handle the proposed Price's Creek Townhomes flow. The rerouting of flow to Sandy Lane from Prices Creek would alleviate downstream capacity issues. The City is currently working on evaluation of existing capacity and improvements to be able to serve proposed developments. Results of the evaluation will be available in March.

Police Chief Comments:

By: Todd Coring, tcoring@cityofsouthport.com

Chief Coring will be reviewing the traffic patterns. Sees no issues at this point.

Fire Marshal Comments:

By: Madison Drew mdrew@cityofsouthport.com

The turnarounds work as provided for emergency vehicles.
Building separation for quads is appropriate.

Electrical Superintendent Comments:

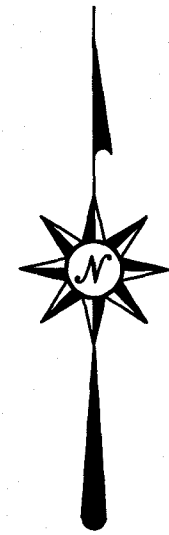
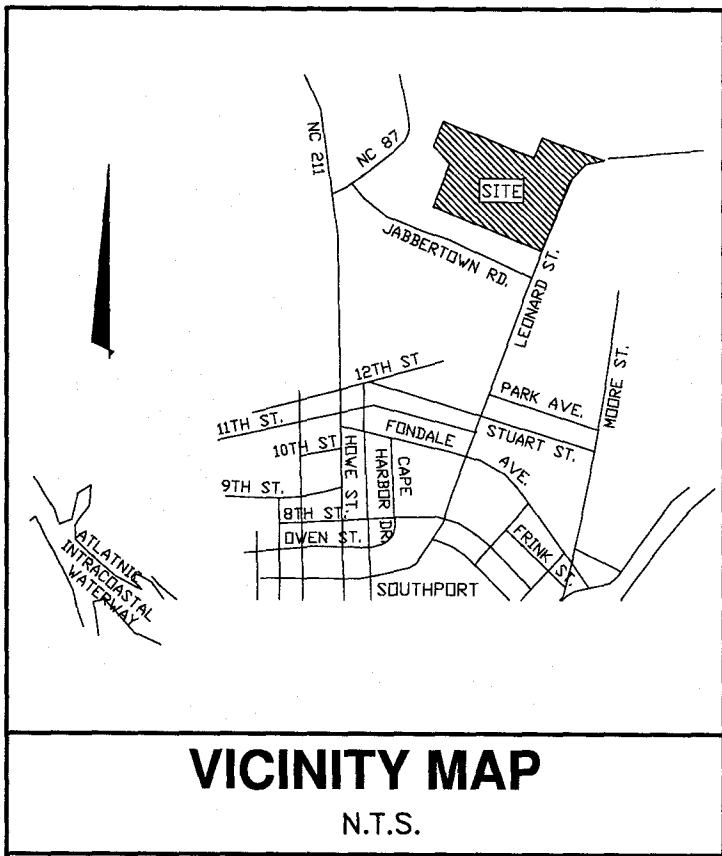
By: Paul 'Ellie' Pittnger

Circuit 5 will be able to handle 48 new units with no problems.

Building Inspector Comments:

By: M. Kiley Barefoot kbarefoot@cityofsouthport.com

No comments on this until permit stage.



SITE DATA	
PARCEL NUMBER:	2220000604
ACREAGE:	17.35 ACRES
ZONING:	PUD
TOTAL UPLAND AREA:	9.685
TOTAL UNITS:	48
WATER & SEWER:	CITY OF SOUTHPORT
STREET:	STREETS TO BE PUBLIC (40 FT ROW)
PROPOSED SETBACKS:	FRONT - 15FT SIDE - 20FT REAR - 25FT
TOTAL IMPERVIOUS AREA:	170,874 SF / 3.92 AC
TOTAL OPEN SPACE AREA:	3.92 (UPLANDS)
TOTAL ACTIVE OPEN SPACE AREA:	1.23 AC
TOTAL OPEN SPACE %:	3.92 AC / 17.35 AC= 22% (NEED 20%)
TOTAL IMPERVIOUS %:	3.99 AC / 17.35 AC= 23% (24% MAX)
HEIGHT OF PROPOSED UNITS:	30 FT
FEMA FLOOD PANEL:	3720209700K
DEED BOOK:	03527
DEED PAGE:	1346

- NOTES:
1. ALL AREAS OUTSIDE OF LOTS AND STREET RIGHT OF WAYS ARE TO BE DESIGNATED AS OPEN SPACE DEDICATED TO THE PROPERTY OWNERS ASSOCIATION.
 2. PROJECT IS DESIGNED TO MEET LOW DENSITY CRITERIA FOR STORMWATER REQUIREMENTS.
 3. SITE LIGHTING SHALL BE DEVELOPED TO MEET UDO STANDARDS. LIGHTING WILL MEET 2700 KELVIN WATTAGE PER CITY GUIDELINES.
 4. LANDSCAPING PLAN SHALL BE PREPARED TO MEET UDO STANDARDS.

LEGEND	
	PROPERTY LINE
	RIGHT OF WAY
	PASSIVE OPEN SPACE
	ACTIVE OPEN SPACE
	WETLANDS
	PROPOSED STREET LIGHT

1. Certificate of Survey and Accuracy.
In accordance with NCGS 47-30: There shall appear on each plat a certificate by the person under whose supervision such survey or such plat was made, stating the origin of the information shown on the plat, including recorded deed and plat references shown thereon. The ratio of precision as calculated by latitudes and departures before any adjustments must be shown. Any lines on the plat that were not actually surveyed must be clearly indicated and a statement included revealing the source of information. The execution of such certificate shall be acknowledged before any officer authorized to take acknowledgments by

the registered land surveyor preparing the plat. All plats to be recorded shall be probated as required by law for the registration of deeds. Where a plat consists of more than one sheet, only the first sheet must contain the certification and all subsequent sheets must be signed and sealed.

The certificate shall include the source of information for the survey and data indicating the accuracy of closure of the plat before adjustments, and shall be in substantially the following form:

I, _____, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book _____, Page _____, etc.) (other); that the boundaries not surveyed are clearly indicated as drawn from information found in Book _____, Page _____; that the ratio of precision as calculated is 1: _____; that this plat was prepared in accordance with NCGS 47-30 as amended. Witness my original signature, registration number and seal this _____ day of _____ A.D. 20____.

Surveyor

Seal or Stamp

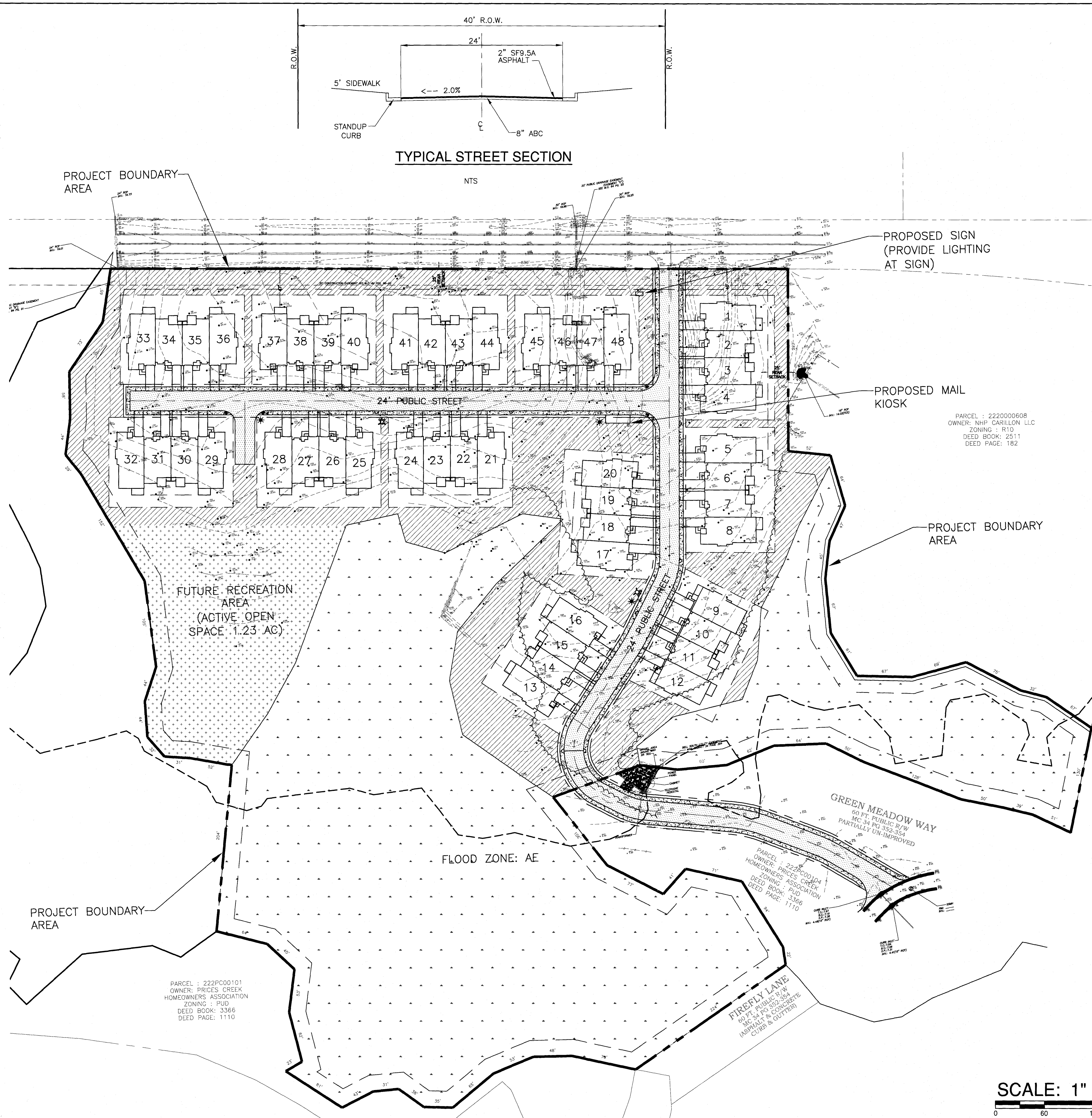
Registration Number

Certification of Approval of the Preliminary/Final Plat by the Southport Board of Aldermen

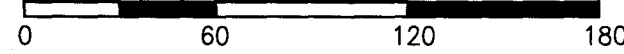
The Southport Board of Aldermen hereby approves or approves conditionally the (preliminary or final plat) of _____ Subdivision. If approved conditionally, the specific conditions shall be listed.

Mayor, City of Southport

Date



SCALE: 1" = 60'



BY	DESCRIPTION	DATE	REVISIONS

© 2022 NORRIS & TUNSTALL

PRELIMINARY PLAT
TOWNHOUSES AT PRICES CREEK
BRUNSWICK COUNTY, NORTH CAROLINA

OWNER:

NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.

2602 IRON GATE DR., SUITE 102
WILMINGTON, NC 28412
PHONE (910) 343-9653

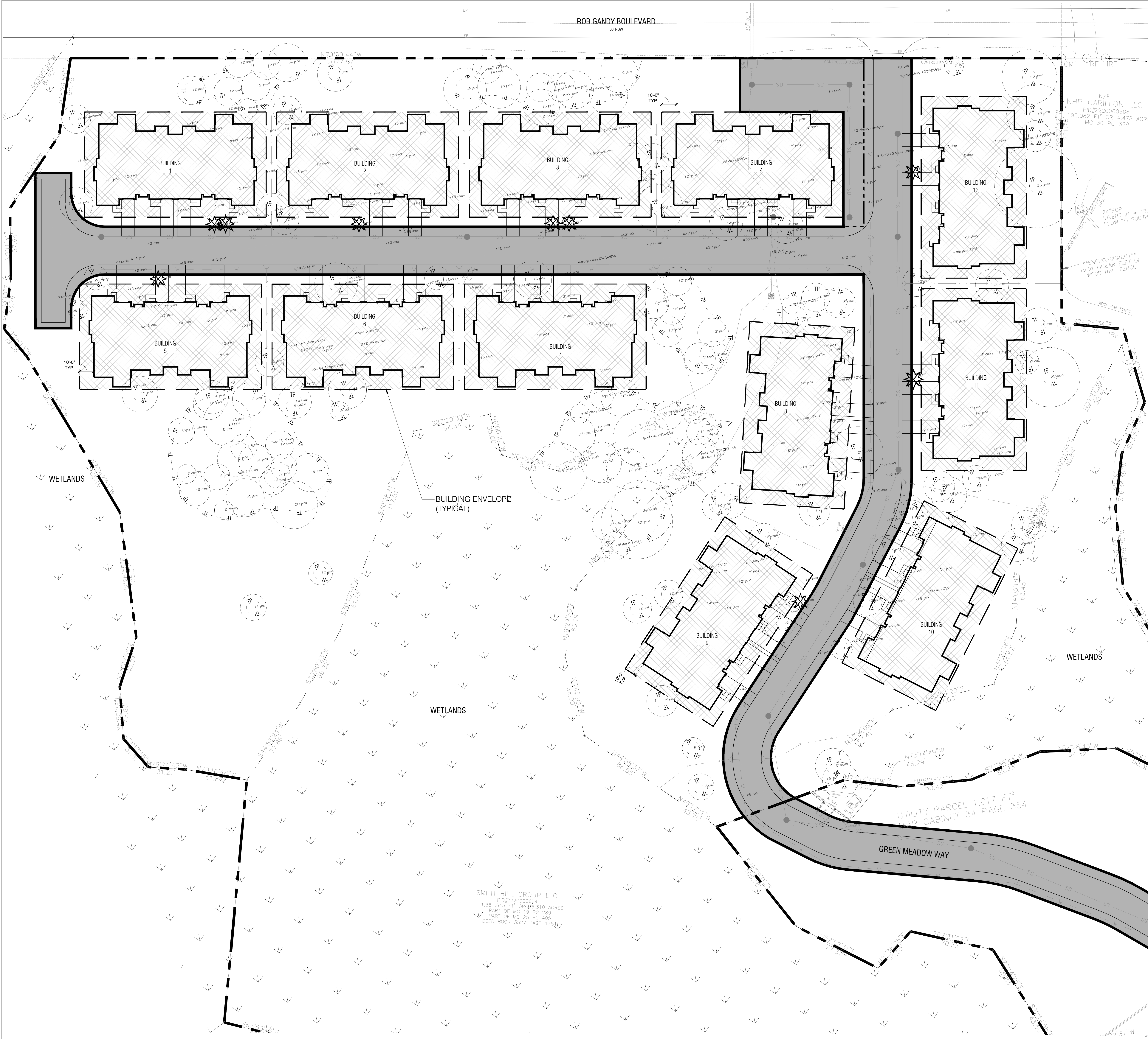
Licence #C-3641

21104

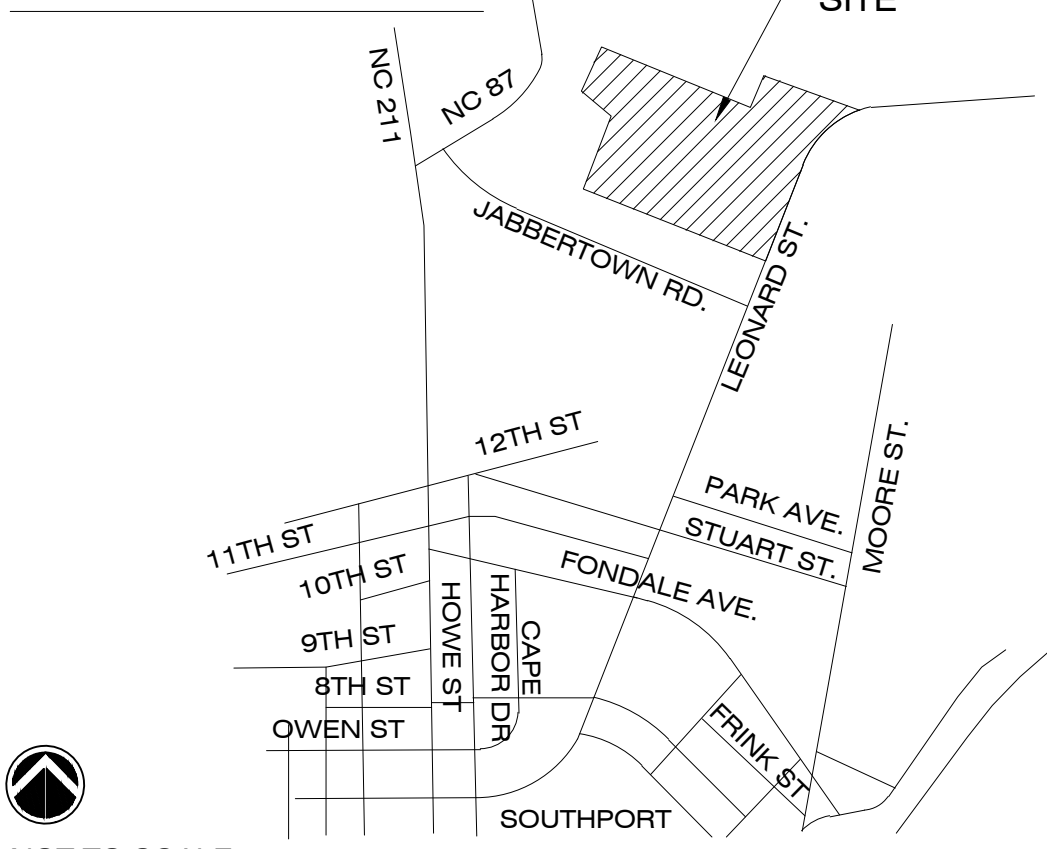
DES. JPN
CHK. JPN
DRWN. ZAC
DATE 04/14/23



C1



VICINITY MAP



LANDSCAPE REQUIREMENTS

TREE REMOVAL ZONE FOR INFRASTRUCTURE, DRAINAGE, AND UTILITIES IMPACT

MITIGATION REQUIREMENTS FOR REMOVED REGULATED LIVE OAK TREES 8" OR GREATER WITHIN INFRASTRUCTURE AND DRAINAGE AREAS.

TREE REMOVAL ZONE FOR BUILDING ENVELOPE

MITIGATION REQUIREMENTS FOR REMOVED REGULATED OAKS / HARDWOODS 8" OR GREATER AND 12" OR GREATER CONIFERS TREES, LOCATED OUTSIDE OF BUILDING ENVELOPE.

QUANTITY	SIZE	COMMON NAME
4	12"	PINE
2	13"	PINE
2	15"	PINE
1	16 1/4"	PINE
9	134"	

TOTAL CALIBER INCHES REQUIRED FOR MITIGATION = 134" CAL. INCHES

GENERAL PLANTING NOTES

- THIS WORK INCLUDES, BUT IS NOT LIMITED TO THE FURNISHING OF ALL LABOR, MATERIALS, EQUIPMENT, FINAL GRADING, SEEDING, SOIL AMENDMENTS, ETC., AS MAY BE REQUIRED FOR A COMPLETE INSTALLATION.
- QUANTITIES SHOWN IN PLANT LISTS ARE FOR CONVENIENCE ONLY. PLANS SHALL GOVERN.
- THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES IN PLANT LOCATIONS OR INSUFFICIENT PLANT QUANTITIES DUE TO DIFFERENCES IN PLAN AND ACTUAL FIELD CONDITIONS.
- ALL TREE AND SHRUB MATERIAL SPECIFIED MUST MEET STANDARD INDUSTRY SPECIFICATIONS FOR THE CONTAINER SIZE INDICATED. DOWNIZING OR SUBSTITUTION OF PLANT MATERIAL WITHOUT PRIOR APPROVAL OF LANDSCAPE ARCHITECT WILL NOT BE ALLOWED.
- ALL LANDSCAPE AREAS SHALL BE GRADED TO A SMOOTH EVEN SURFACE PRIOR TO ANY PLANT INSTALLATION. ALL PLANT MATERIALS SHALL BE INSTALLED USING GOOD HORTICULTURAL PRACTICES IN ACCORDANCE WITH THE PLANS AND DETAILS.
- TREES SHALL NOT BE PLANTED CLOSER THAN FOUR (4) FEET FROM ANY WALKWAY OR PUBLIC SIDEWALK EXCEPT WHERE TREE WELLS OR PARKWAYS ARE PROVIDED IN THE SIDEWALK AREA. ALL TREE PLANTED WITHIN FIVE (5) FEET OF WALKS OR PUBLIC UTILITIES SHALL RECEIVE DEEP ROOT BARRIERS.
- TREE LOCATIONS SHOWN ON PLAN MAY REQUIRE ADJUSTMENT IN THE FIELD. WHENEVER FEASIBLE, TREES SHOULD BE PLANTED A MINIMUM OF TEN (10) FEET FROM ALL UNDERGROUND UTILITIES, STREETLIGHTS, HYDRANTS, AND OUT OF DRAINAGE FLOW LINES. SHOULD THIS NOT BE POSSIBLE, CONTACT THE LANDSCAPE ARCHITECT FOR DECISION ON PLACEMENT.
- ALL TREES IN TURE AREAS SHALL HAVE 12" MIN. O.D. CIRCUMFERENCE AROUND THE TRUNK BASE. PROVIDE 2" MIN. THK. MULCH AT BASE OF TRUNK.
- GROUNDCOVER TYPE SHOWN SHALL BE PLANTED IN ALL SHRUB AREAS AS SPECIFIED ON PLANS. GROUNDCOVER SHALL BE PLANTED AT 8" ON-CENTER UNIFORM TRIANGULAR SPACINGS, AND SHALL BE CONTINUOUS UNDER ALL TREE AND SHRUB MASSES AS SHOWN ON PLAN.
- MATURE PLANTINGS SHALL NOT INTERFERE WITH UTILITIES AND TRAFFIC SIGHT LINES.
- ALL PLANTING AREAS SHALL BE MULCHED WITH PINESTRAW, EXCEPT FOR AREAS PLANTED WITH GROUNDCOVER. ALL AREAS PLANTED WITH GROUNDCOVER SHALL BE MULCHED WITH HARDWOOD MULCH.

*NOTE: PRIOR TO ANY CLEARING, GRADING, OR CONSTRUCTION ACTIVITY, TREE PROTECTION FENCING WILL BE INSTALLED AROUND PROTECTED TREES OR GROVES OF TREES. NO CONSTRUCTION WORKERS, TOOLS, MATERIALS OR VEHICLES ARE PERMITTED WITHIN THE TREE PROTECTION FENCING

SHEET INDEX

- L0.0 TREE REMOVAL PLAN
- L0.1 TREE MITIGATION PLAN

SYMBOL LEGEND

	PROPERTY LINE
	10' BUILDING ENVELOPE
	RIGHT OF WAY
	WETLAND BOUNDARY LINE
	TREE PROTECTION
	EXISTING CONIFER 12" OR GREATER TO BE REMOVED
	EXISTING TREES TO REMAIN



SCALE: 1" = 30'

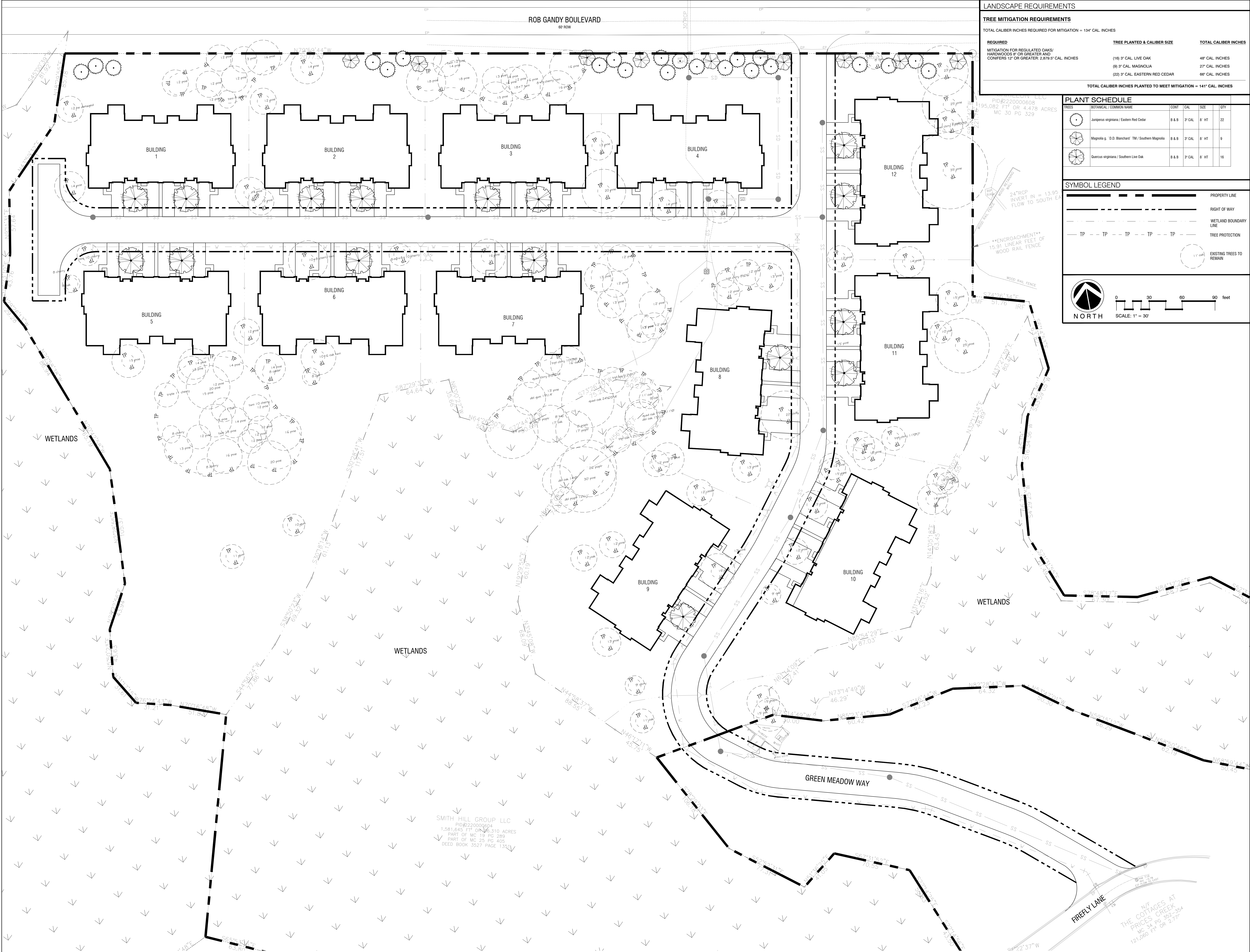


Revisions
2023-04-14: REVISE PER TOWN COMMENTS

PERMIT PLAN SET

Date: 2022-08-04
Phase:
Job Number: 101-830
Designed by: MLD
Drawn by: RJB
Checked by: JWM
Sheet Title: TREE REMOVAL PLAN

Sheet Number:
L0.0
of 2 sheets



LANDSCAPE REQUIREMENTS

TREE MITIGATION REQUIREMENTS

TOTAL CALIBER INCHES REQUIRED FOR MITIGATION = 134" CAL. INCHES

REQUIRED

MITIGATION FOR REGULATED OAKS/
HARDWOODS 8" OR GREATER AND
CONIFERS 12" OR GREATER: 2,879.9" CAL. INCHES

TREE PLANTED & CALIBER SIZE

(16) 3" CAL. LIVE OAK
(8) 3" CAL. MAGNOLIA
(22) 3" CAL. EASTERN RED CEDAR

TOTAL CALIBER INCHES

48" CAL. INCHES
27" CAL. INCHES
68" CAL. INCHES

TOTAL CALIBER INCHES PLANTED TO MEET MITIGATION = 141" CAL. INCHES

PID#2220000608
195,082 FT² OR 4.478 ACRES
MC 30 PG 329

PILOTON, LLC

195,082 FT² OR 4.478 ACRES
MC 30 PG 329

PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	COUNT	CAL.	SIZE	QTY
	Juniperus virginiana / Eastern Red Cedar	8 & 8	3" CAL.	8' HT	22
	Magnolia g. 'D.D. Blanchard' TM / Southern Magnolia	8 & 8	3" CAL.	8' HT	9
	Quercus virginiana / Southern Live Oak	8 & 8	3" CAL.	8' HT	16

SYMBOL LEGEND

PROPERTY LINE

RIGHT OF WAY

WETLAND BOUNDARY LINE

TREE PROTECTION

EXISTING TREES TO REMAIN

NORTH

0 30 60 90 feet

SCALE: 1" = 30'

MIHALY
LAND DESIGN
PLANNING + LANDSCAPE ARCHITECTURE
330 MILITARY CUTOFF RD., Suite A3
Wilmington, NC 28405 P:910.392.4355

Revisions

2023-04-14: REVISE PER TOWN COMMENTS

PROJECT

TOWNHOUSES AT PRICES CREEK

BRUNSWICK COUNTY, NC

TREE PLAN

PERMIT PLAN SET

Date: 2022-08-04

Phase:

Job Number: 101-830

Designed by: MLD

Drawn by: RJB

Checked by: JWM

Sheet Title: TREE MITIGATION PLAN

Sheet Number:

L0.1

of 2 sheets

Page 185 of 418



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: 05/11/2023

DEPARTMENT: Development Services

PRESENTED BY: Travis Henley, Development Services Director

ITEM SPONSORED BY: Development Services Department

ITEM/TOPIC: Final Plat – Osprey Landing Phases 1 and 2

COST: N/A

BUDGET LINE ITEM: N/A

JUSTIFICATION: In accordance with the Unified Development Ordinance and the adopted major subdivision process, Bill Clark Homes is requesting the approval of a Final Plat for Phases 1 and 2 of the Planned Unit Development known as Osprey Landing. Phase 1 consists of 45 lots, while Phase 2 consists of 37 lots, and both have been found to conform with the original Planned Unit Development and Major Subdivision Preliminary Plat for the project.

IMPACT IF NOT APPROVED: A Final Plat is an administrative approval, and the request appears to be in conformance with all applicable standards as well as the approved Preliminary Plat. If not approved, the applicant could reapply for Final Plat or appeal to Superior Court.

DEPARTMENT HEAD COMMENTS: The Preliminary Plat for this project was approved in June 2021, following approval of the Planned Unit Development that received approval in May 2020. Infrastructure improvements have been made, including roadways (which are private) and water and sewer (which will be owned and operated by Brunswick County). The request appears to conform to all applicable standards and being a by-right project, appears to be deserving of approval with associated condition of approval regarding sidewalks and a performance guarantee for their installation.

CITY MANAGER COMMENTS: I concur with the recommendation of Mr. Henley, our Development Services Director.

ATTACHMENTS: Memorandum, Final Plat Application, Proposed Final Plat, Homeowners Association Documents

REQUESTED ACTION: Review and consider a motion to conditionally approve the Final Plat for Phases 1 and 2 of Osprey Landing.

PROPOSED MOTION: A motion to approve the Final Plat for Phases 1 and 2, based on conformance with the previously approved Preliminary Plat and with the applicable standards of the City of Southport Unified Development Ordinance and Osprey Landing Planned Unit Development and associated Development Agreement, with the following conditions:

- Prior to plat recordation, NCDEQ approval for the water and sewer systems shall be provided to the City of Southport, and Brunswick County Utilities shall sign the plat prior to the City providing final approval.
- Prior to plat recordation, the applicant will provide a performance guarantee with associated financial instrument and engineered cost estimate, with 25% contingency, for the construction of sidewalks in accordance with the approved Preliminary Plat.
- Prior to plat recordation, the applicant will provide certification from the North Carolina Department of Transportation that all required improvements dictated by the approved Traffic Impact Study for the project have been installed or otherwise satisfied.



BOARD OF ALDERMEN

MEMORANDUM

To: Mayor Joseph P. Hatem, Members of the Board of Aldermen
From: Development Services Staff
Date: April 13, 2023
Re: Major Subdivision Final Plat, Osprey Landing Phases 1 and 2

Project Overview

Bill Clark Homes, applicant, on behalf of Vanguard Farms, Inc., owner, is requesting approval of a Final Plat for Phases 1 and 2 of the Planned Unit Development known as Osprey Landing. Phase 1 of Osprey Landing consists of 45 lots, while Phase 2 consists of 37 lots, both of which conform to the phasing plan submitted and approved via the previously submitted Planned Unit Development and Preliminary Plats for the project. The subject property is located north of Robert Ruark Drive (NC Secondary Route 1852) and may be further identified by Brunswick County Parcel ID 22100028. 3 additional phases are included within Osprey Landing, and the entirety of the project is vested under the previous version of the UDO, effective on the date of submittal of the original Planned Unit Development.

Osprey Landing's Planned Unit Development received approval in May 2020 and included a development agreement as part of the project. The overall project was approved for 196 total single-family units, located upon a total of 68 acres. In accordance with that approved Planned Unit Development, a Preliminary Plat received approval from the Board of Aldermen in June 2021 in order to allow for site work to commence on the project. In accordance with the approved Development Agreement for the project, the parcels that are proposed to become Phases 1 and 2 have already been annexed into the City of Southport, which was approved by the Board of Aldermen at their September 2022 meeting. At current, the only portions of the project ready for Final Plat approval are Phases 1 and 2 – a Final Plat for the rest of the phases of the project shall require separate review and approval by Staff and the Board of Aldermen. Such action shall also be coordinated with voluntary annexation requests in accordance with the approved Development Agreement for the project as well.

Phase 1

Phase 1 of Osprey Landing includes 45 single-family detached lots, located along three private roadways: Ocean Sands Drive, Mallard Pointe Lane, and Crescent Bay Drive. Ocean Sands Drive serves as the primary entrance to the project from Robert Ruark Drive and is also included within this Phase. A portion of Crescent Bay Drive is also included within Phase 1 that provides frontage to lots located within Phase 2, outlined below. Additionally, Phase 1 areas include a number of areas designated for open space, as well as two stormwater ponds on the northeast and western portion of the Phase. Finally, the area designated for the community's amenity site, located on the western side of Ocean Sands Drive near the entrance of the project, is also included in this Phase, which received Major Site Plan approval from the Planning Board in 2022.

Phase 2

Phase 2 of Osprey Landing includes 37 lots, located along the aforementioned Crescent Bay Drive as well as Lake Ridge Drive. Also included within this phase are two alleyways, which provide access to lots 99-117, located between Crescent Bay and Lake Ridge Drives. These lots are oriented toward the primary rights-of-way but gain access via the alleyways. Lake Ridge Drive also includes a landscaped median along the majority of its length within Phase 2, but includes a turnaround point near its northern boundary within the Phase. Per the approved Preliminary Plat, the

median cross section along Lake Ridge Drive continues across the majority of the remainder of its length into remaining phases.

Required Infrastructure Installation

As approved within the Planned Unit Development and subsequent Preliminary Plat, all rights-of-way within the project are designated as private rights-of-way, and as such are the responsibility of the Homeowners Association to maintain long-term. The City of Southport is not nor will it be expected to provide maintenance on any roadway within the project without separate Board action. Additionally, water and sewer infrastructure and service is provided by Brunswick County. Brunswick County and North Carolina Department of Environmental Quality approval of the installed water and sewer infrastructure is still forthcoming, and Staff recommend the inclusion of a condition of approval such that the Final Plats for Phases 1 and 2 shall not be signed for recordation until those approvals are received.

The City of Southport is the electricity provider for the project, and per the Electric Superintendent, the project is in conformance with all applicable standards related to the provision of electricity to the project and eventual homes within it. Furthermore, the City Attorney has reviewed all documents relating to the establishment of the Osprey Landing Homeowners Association and found them to be in compliance with all applicable City standards.

In accordance with the Unified Development Ordinance applicable to the project and the approved Planned Unit Development and Preliminary Plat, Staff propose the following additional conditions of approval:

- Prior to plat recordation, the applicant will provide a performance guarantee with associated financial instrument and engineered cost estimate, with 25% contingency, for the construction of sidewalks in accordance with the approved Preliminary Plat.
- Prior to plat recordation, the applicant will provide certification from the North Carolina Department of Transportation that all required improvements dictated by the approved Traffic Impact Study for the project have been installed or otherwise satisfied.

Request & Staff Recommendation

A motion to approve the Final Plat for Phases 1 and 2, based on conformance with the previously approved Preliminary Plat and with the applicable standards of the City of Southport Unified Development Ordinance and Osprey Landing Planned Unit Development and associated Development Agreement, with the following conditions:

- Prior to plat recordation, NCDEQ approval for the water and sewer systems shall be provided to the City of Southport, and Brunswick County Utilities shall sign the plat prior to the City providing final approval.
- Prior to plat recordation, the applicant will provide a performance guarantee with associated financial instrument and engineered cost estimate, with 25% contingency, for the construction of sidewalks in accordance with the approved Preliminary Plat.
- Prior to plat recordation, the applicant will provide certification from the North Carolina Department of Transportation that all required improvements dictated by the approved Traffic Impact Study for the project have been installed or otherwise satisfied.

Major Subdivision Final Plat Application

City of Southport, North Carolina



1029 N. Howe St, Southport NC 28461

www.southportnc.org

Planning & Inspections

Phone 910-457-7961 Fax 910-457-7957

For Staff Use Only

PERMIT No. _____ FEE: \$ _____ Date Received: _____

Proposed/Approved Name of Development: OSPREY LANDING - PHASE I

Applicant's Name: BILL CLARK HOMES

Mailing Address: 101 AUTUMN HALL DR. STE. 120 City: WILMINGTON

State: NC Zip Code: 28403 Phone: 910-350-1744

Email: lweaver@billclarkhomes.com

Location of the property: ROBERT RUARK DR.

Parcel No.: 22100028 Overall Acreage: 25.90 Number of lots: 45

Property Owner's Name: VANGUARD FARMS, INC.

Address of Owner: 200 E. ARLINGTON BLVD. Phone: 252-353-2443

City: GREENVILLE State: NC Zip Code: 27858

Email: lweaver@billclarkhomes.com

Surveyor: JOSHUA W. TAYLOR Registration #: L-5217

Mailing Address: 122 CINEMA DR. City: WILMINGTON

State: NC Zip Code: 28403

Phone: 910-791-6707 Email: jtaylor@paramounte-eng.com

Subdivisions and/or divisions of land not qualifying as exempt or as a minor subdivision and whereby a major subdivision preliminary plat has been approved and all necessary and/or required improvements have been installed in accordance with Article 4: Subdivision Regulations, of the Southport UDO.

Submission Requirements for a Major Subdivision Final Plat Application are found in Appendix A.1 of the Southport UDO.

A Major Final Plat submitted to the city of Southport shall include the following required certificates:

- ☒ Certificate of Ownership and Dedication
- ☒ Certificate of Survey and Accuracy
- ☒ Certification of Board of Aldermen Approval
- ☒ Certificate of Approval of the Design and Installation of Streets, Utilities, and Other Required Improvements
- ☒ N/A Certification of Septic and Water Supplies
- ☒ Certificate of Disclosure; 404 Wetlands
- ☒ N/A Certificate of Disclosure; City of Southport Floodplain Management Regulations
- ☒ Acknowledgement of Compliance (Private Developments)
- ☒ Certificate of Purpose of Plat
- ☒ Certificate of Approval for Recording

Joshua W. Jogh
Signature (Owner or Authorized Applicant)

1/22/23
Date

APPROVED BY:

UDO Administrator

Date

Major Subdivision Final Plat Application

City of Southport, North Carolina



1029 N. Howe St, Southport NC 28461

www.southportnc.org

Planning & Inspections

Phone 910-457-7961 Fax 910-457-7957

For Staff Use Only

PERMIT No. _____ FEE: \$ _____ Date Received: _____

Proposed/Approved Name of Development: DOBBY LANDING - PHASE 2

Applicant's Name: BILL CLARK HOMES

Mailing Address: 101 AUTUMN HALL DR. STE. 120 City: WILMINGTON

State: NC Zip Code: 28403 Phone: 910-350-1744

Email: lweaver@billclarkhomes.com

Location of the property: ROBERT RUARK DR.

Parcel No.: 22100028 Overall Acreage: 8.42 Number of lots: 37

Property Owner's Name: VANGUARD FARMS, INC.

Address of Owner: 200 E. ARLINGTON BLVD. Phone: 252-353-2443

City: GREENVILLE State: NC Zip Code: 27858

Email: lweaver@billclarkhomes.com

Surveyor: JOSHUA W. TAYLOR Registration #: L-5217

Mailing Address: 122 CINEMA DR. City: WILMINGTON

State: NC Zip Code: 28403

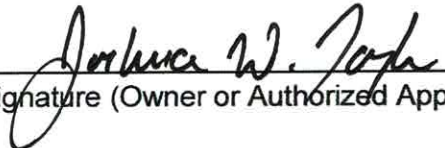
Phone: 910-791-6707 Email: jtaylor@paramounte-eng.com

Subdivisions and/or divisions of land not qualifying as exempt or as a minor subdivision and whereby a major subdivision preliminary plat has been approved and all necessary and/or required improvements have been installed in accordance with Article 4: Subdivision Regulations, of the Southport UDO.

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- ☒ Acknowledgement of Compliance (Private Developments)
- ☒ Certificate of Purpose of Plat
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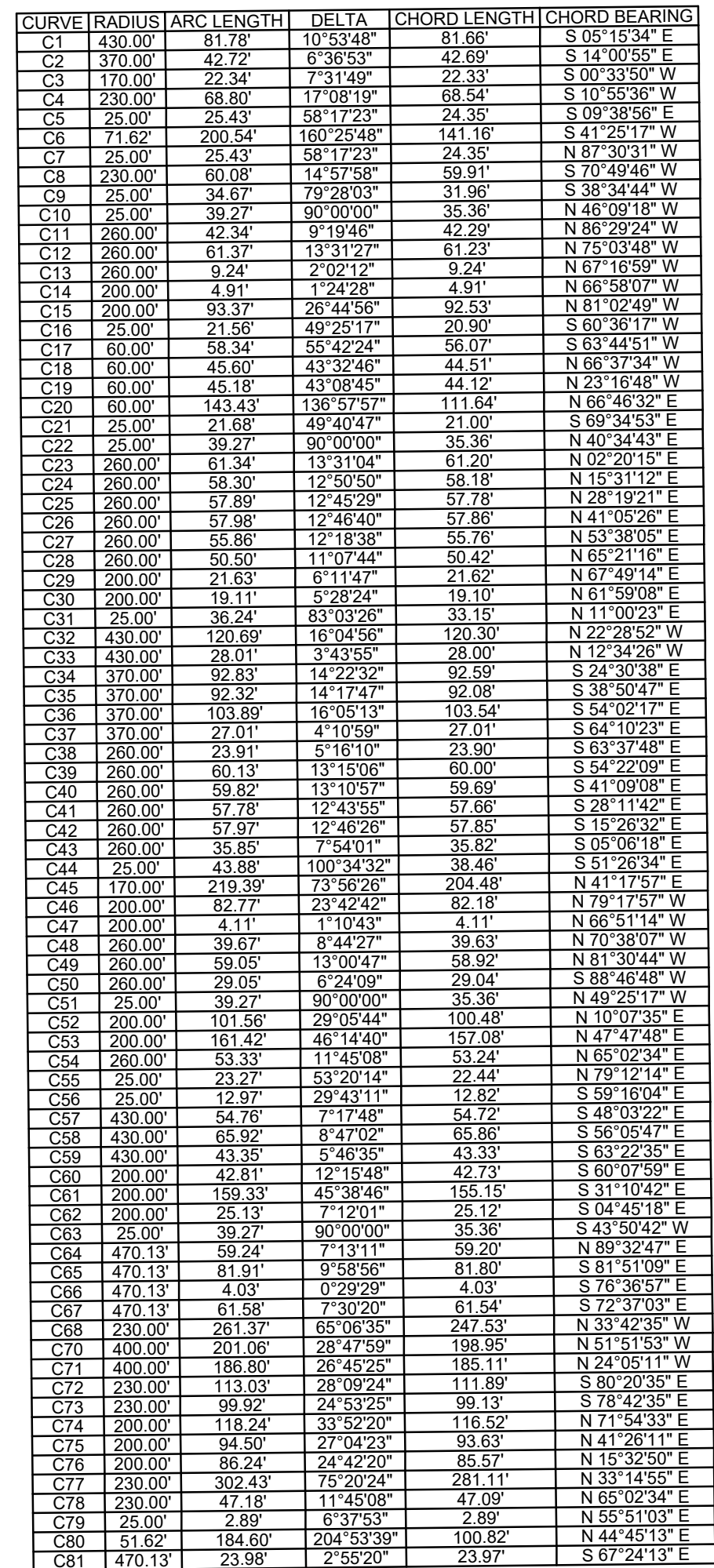

Signature (Owner or Authorized Applicant)

1/22/23
Date

APPROVED BY:

UDO Administrator

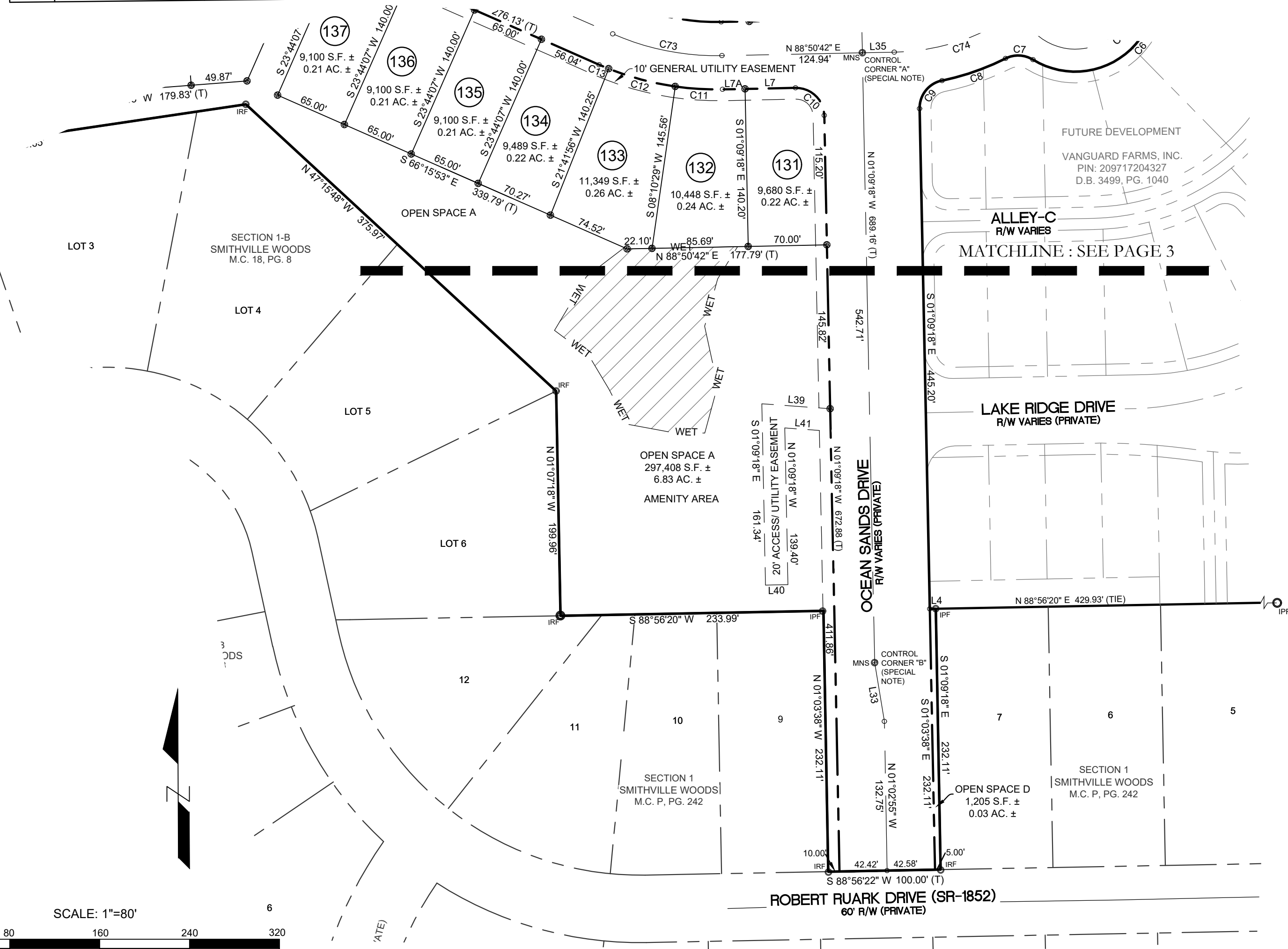
Date



LINE	BEARING	DISTANCE
L1	N 79°17'32" E	60.00'
L1A	N 79°17'32" E	30.00'
L1B	N 79°17'32" E	30.00'
L2	N 10°04'07" W	58.09'
L3	N 86°47'56" E	60.38'
L3A	N 86°47'56" E	30.22'
L3B	N 86°47'56" E	30.16'
L4	N 88°56'20" E	5.38'
L7	S 88°50'42" W	45.00'
L7A	S 88°50'42" W	19.94'
L8	N 85°34'43" E	30.33'
L9	N 04°25'17" W	17.74'
L10	N 70°55'08" E	2.14'
L11	N 52°32'06" E	26.80'
L12	S 85°34'43" W	14.87'
L13	N 04°25'17" W	17.74'
L14	N 70°55'08" E	2.14'
L15	N 55°51'03" E	6.36'
L16	N 52°32'06" E	27.09'
L17	N 88°50'42" E	24.94'
L17A	S 88°50'42" W	45.00'
L17B	S 35°01'37" E	12.00'
L17C	N 62°06'00" W	18.00'
L18	S 66°15'53" E	41.05'
L19	S 66°15'53" E	23.95'
L20	S 66°15'53" E	23.05'
L21	S 66°15'53" E	23.95'
L22	S 66°15'53" E	41.06'
L23	S 68°15'53" E	23.94'
L24	S 66°15'53" E	41.07'
L25	S 66°15'53" E	23.93'
L26	S 04°19'07" E	23.02'
L28	S 24°30'24" E	57.56'
L29	S 38°50'47" E	57.24'
L30	S 52°08'41" E	54.33'
L31	S 65°23'35" E	65.01'
L32	S 66°15'53" E	65.00'
L33	N 09°28'14" W	53.01'
L34	N 85°34'43" E	69.87'
L35	N 88°50'42" E	28.39'
L36	N 04°25'17" W	72.74'
L37	N 70°55'08" E	2.14'
L38	N 52°32'06" E	78.75'
L39	N 85°51'04" W	60.98'
L40	N 88°50'42" E	20.00'
L41	S 85°51'04" E	30.85'

PROJECT-
N: 69276.62
F: 2292562.14

- | <u>LEGEND</u> | |
|---|-------------------------|
|  IPF | IRON PIPE FOUND |
|  IRF | IRON ROD FOUND |
|  CMF | CONCRETE MONUMENT FOUND |
|  PKF | PK NAIL FOUND |
|  PKF | PK NAIL SET |
|  O | NO POINT FOUND/SET |
|  CMS | CONCRETE MONUMENT SET |
|  | EASEMENT (ESMT) LINE |
|  | ADJOINER PROPERTY LINE |
|  | RIGHT-OF-WAY |
|  | PROPOSED LOT LINES |
|  | PHASE 1 BOUNDARY |
|  ET | WETLAND LINE |
|  | SETBACK LINE |

[illegible]

CLIENT INFORMATION:

BILL CLARK HOMES
200 E. ARLINGTON BLVD., STE. A
GREENVILLE, NC 27858-5020

PARAMOUNT

122 Cinema Drive
Wilmington, North Carolina 28403
(910) 791-6707 (O) (910) 791-6760 (F)
NC License #: C-2846

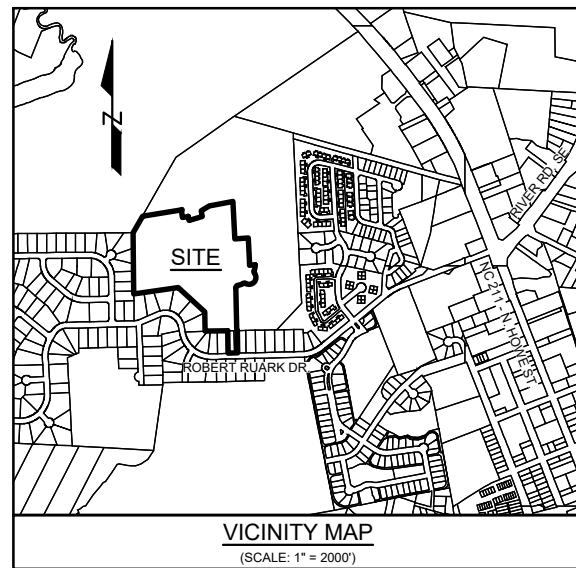
SUBDIVISION PLAT
OSPREY LANDING
PHASE 1
SMITHVILLE TOWNSHIP
CITY OF SOUTHPORT
BRUNSWICK COUNTY, NC

PRELIMINARY DRAWING
DO NOT USE FOR
CONSTRUCTION,
RECORDATION,
CONVEYANCES, OR
SALES.

SEA

2 of 3

DATE: FEBRUARY 21, 2023 SCALE: 1"=80'



SPECIAL NOTE

PROJECT IS NOT ON NC STATE PLANE COORDINATE SYSTEM.

MNS CONTROL CORNER "A"
NAD 83 (2011 ADJ.)
N: 69818.40
E: 2292552.12

PROJECT:
N: 69819.22
E: 2292551.21

MNS CONTROL CORNER "B"
NAD 83 (2011 ADJ.)
N: 69275.81
E: 2292563.29

PROJECT:
N: 69276.62
E: 2292562.14

CAROLINA POWER & LIGHT CO.
D.B. 515, PG. 185

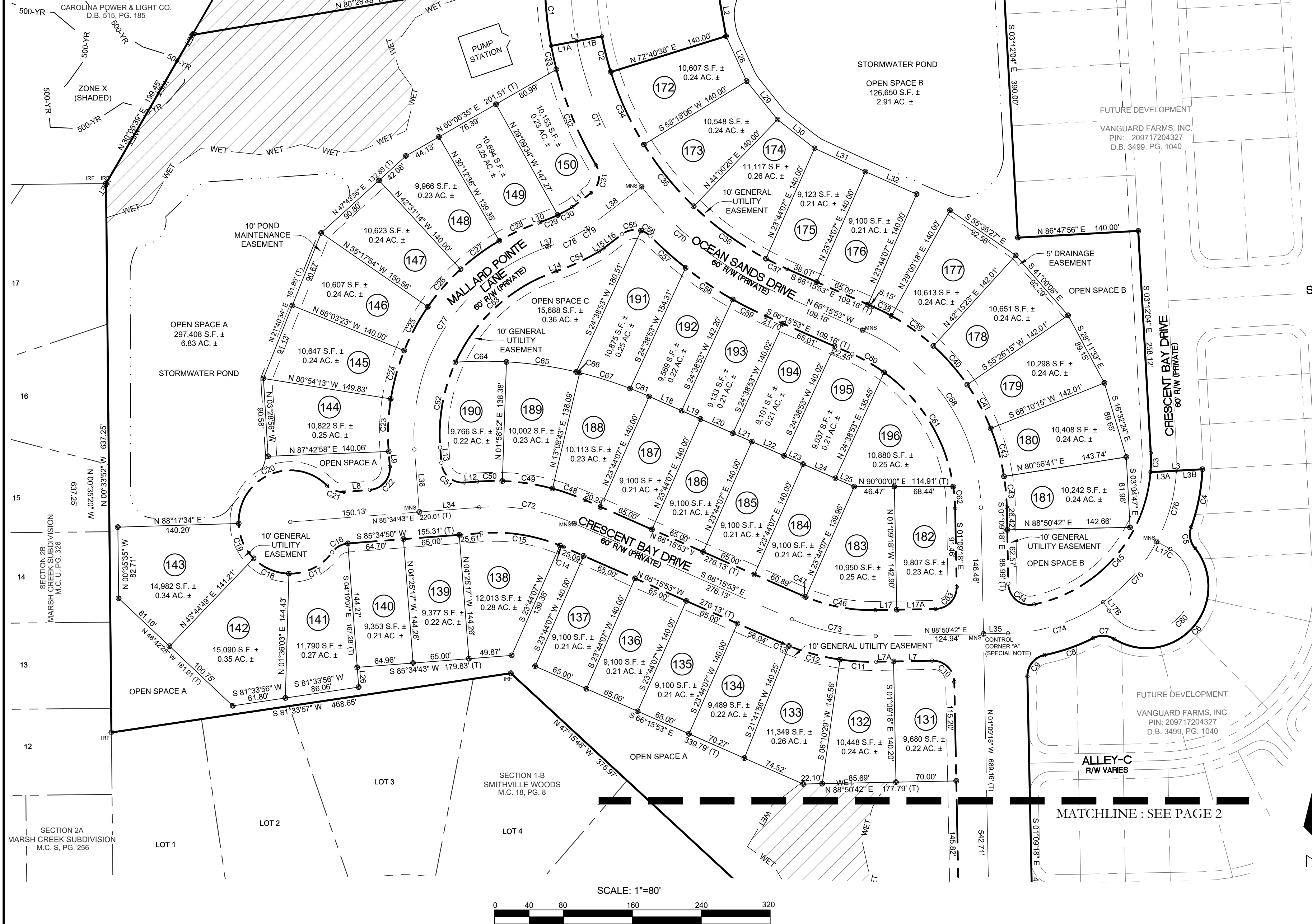
ZONE X
(SHADED)

FUTURE DEVELOPMENT

VANGUARD FARMS, INC.
PIN: 209717204327
D.B. 3499, PG. 1040

FUTURE DEVELOPMENT

VANGUARD FARMS, INC.
PIN: 209717204327
D.B. 3499, PG. 1040



DATE

REVISIONS

CLIENT INFORMATION

BILL CLARK HOMES
200 E. ARLINGTON BLVD., STE. A
GREENVILLE, NC 27858-5020

PARAMOUNT
ENGINEERING, INC.
122 Cinema Drive
Wilmington, North Carolina 28403
(910) 791-6707 (O) (910) 791-6760 (F)
NC License #: C-2846

SUBDIVISION PLAT
OSPREY LANDING

PHASE 1

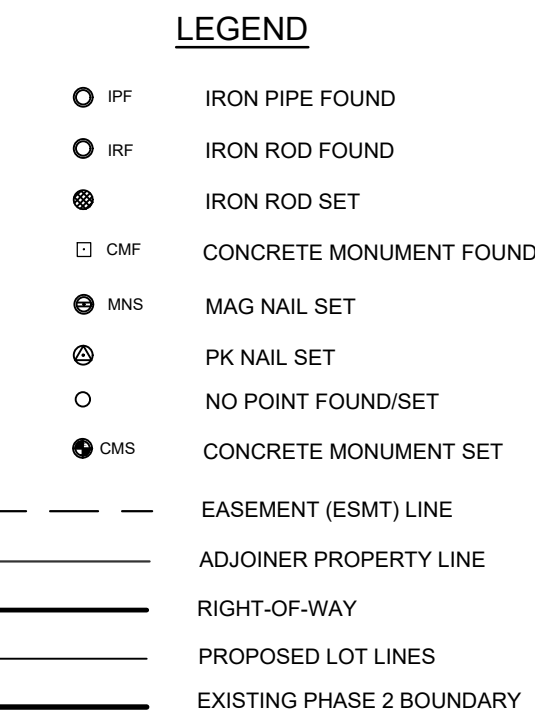
SMITHVILLE TOWNSHIP
CITY OF SOUTHPORT
BRUNSWICK COUNTY, NORTH CAROLINA

PRELIMINARY DRAWING
DO NOT USE FOR
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CONVEYANCES, OR
SALES.

SEAL

3 of 3

DATE: FEBRUARY 21, 2023 SCALE: 1"=80'
PEI JOB#: 18198.PE



SPECIAL NOTE

PROJECT IS NOT ON NC STATE PLANE COORDINATE SYSTEM

MNS CONTROL CORNER "A"

NAD 83 (2011 ADJ.)-
N: 69818.40
E: 2292552.12

PROJECT-

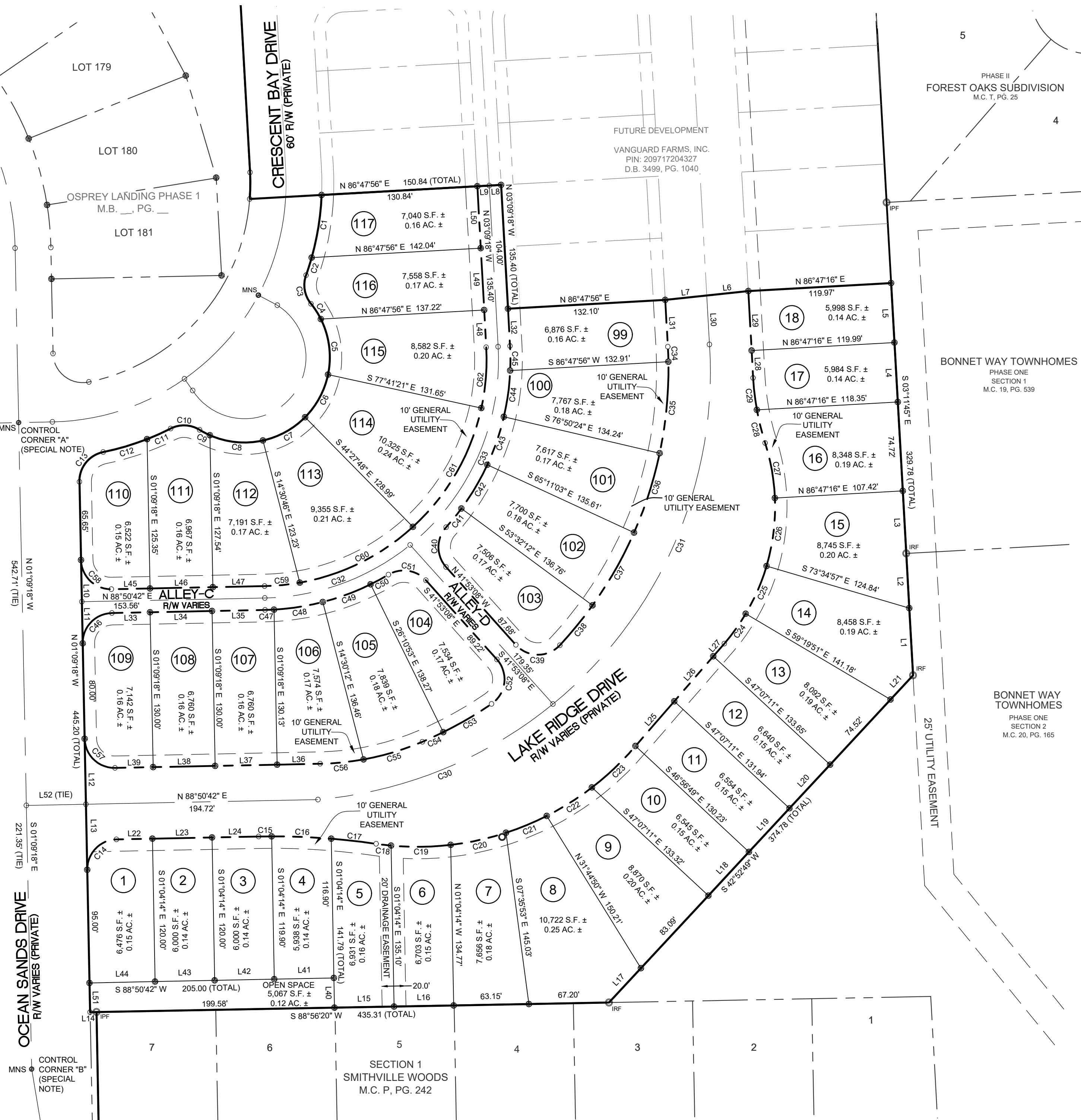
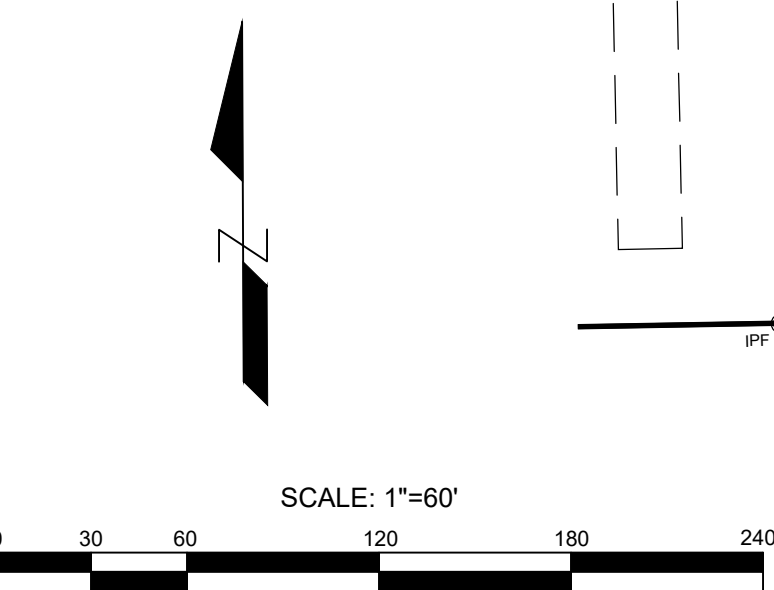
N: 69819.22
E: 2292551.21

MNS CONTROL CORNER "B"

NAD 83 (2011 ADJ.)-
N: 69275.81
E: 2292563.29

PROJECT-

N: 69276.62
E: 2292562.14

[illegible]

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(910) 791-6707 (O) (910) 791-6760 (F)
NC License #: C-2846

SUBDIVISION PLAT
OSPREY LANDING
PHASE 2
SMITHVILLE TOWNSHIP
CITY OF SOUTHPORT
BRUNSWICK COUNTY, NC

PRELIMINARY DRAWING

DO NOT USE FOR
CONSTRUCTION,
RECORDATION,
CONVEYANCES, OR
SALES.

SEAL

2 of 2

FEBRUARY 21, 2023 SCALE: 1"=60'

PEI JOB#: 18198.PE



NORTH CAROLINA

Department of the Secretary of State

To all whom these presents shall come, Greetings:

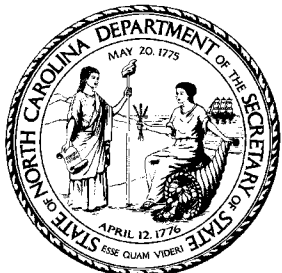
I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION

OF

OSPREY LANDING PROPERTY OWNERS ASSOCIATION, INC.

the original of which was filed in this office on the 13th day of April, 2023.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 13th day of April, 2023.

Elaine F. Marshall

Secretary of State

ARTICLES OF INCORPORATION
OF
OSPREY LANDING PROPERTY OWNERS ASSOCIATION, INC.
(A NONPROFIT CORPORATION)

I, the undersigned individual, hereby do make and acknowledge these Articles of Incorporation ("Articles") for the purpose of forming a nonprofit corporation under and by virtue of the laws of the State of North Carolina as contained in Chapter 55A of the General Statutes of North Carolina, entitled "North Carolina Nonprofit Corporation Act," and the several amendments thereto, and to that end do hereby set forth:

1. Name: The name of the Corporation is Osprey Landing Property Owners Association, Inc. (the "Association").

2. Duration: The period of duration of the Association shall be perpetual.

3. Definitions: As used in these Articles, the following definitions shall apply:

(a) Capitalized terms shall have the same meaning specified for such terms as more particularly set forth in the Declaration of Covenants, Conditions, Easements, and Restrictions for the Osprey Landing Community, and any amendments thereto (collectively, the "Declaration") recorded or to be recorded in the Register of Deeds of Brunswick County, North Carolina, unless such terms otherwise are specifically defined herein; and,

(b) References to the "North Carolina Nonprofit Corporation Act" shall mean Chapter 55A of the General Statutes of North Carolina; and,

(c) References to the "North Carolina Planned Community Act" shall mean Chapter 47F of the General Statutes of North Carolina; and,

(d) References to the "Code" shall mean the Internal Revenue Code of 1986, as amended.

4. Purpose: The Association is organized and will be operated consistent with the North Carolina Planned Community Act ("Act") to undertake and perform any and all activities, responsibilities, and obligations applicable to the Association set forth in the Act and the Association Documents.

In order to achieve the foregoing purposes, the Association shall have the following powers and authorities:

- (a) To exercise all powers and rights and perform all of the acts and duties and obligations of the Association as more particularly described in the Act and the Association Documents; and,
- (b) To undertake any activity whatsoever that is in furtherance, directly or indirectly, of the purposes of the Association set forth above; and
- (c) To take any and all action necessary and appropriate to qualify the Association under Code Section 528 and to elect that the Association be taxed under Code Section 528, if such qualification and election is determined by the directors of the Association to be in the best interests of the Association; and,
- (d) To take any and all action necessary and appropriate to qualify the Association under Sections 105-125(a)(8) and 105-130.11(a)(11) of the General Statutes of North Carolina, if such Sections are applicable.

Provided, however, and notwithstanding any power or authority set forth above in this Article, the Association shall have the power and authority to engage only in activities that meet each of the following requirements:

- (aa) Such activities are not broader than those activities that may be undertaken by a nonprofit corporation pursuant to the North Carolina Nonprofit Corporation Act; and,
- (bb) Such activities are not broader than those activities that may be undertaken by the Association pursuant to the Declaration; and,
- (cc) Such activities are not broader than those activities that may be undertaken by a planned community pursuant to the Act.

5. Initial Directors: The number of directors constituting the initial Board of Directors shall be three (3), and the names and addresses of the persons who shall serve as directors until successors shall be elected and qualified, are as follows:

<u>Name</u>	<u>Address</u>
Edward H. Clark	101 Autumn Hall Dr., Suite 120 Wilmington, NC 28403
Cheryl Blanton	101 Autumn Hall Dr., Suite 120 Wilmington, NC 28403
Robin Campbell	101 Autumn Hall Dr., Suite 120 Wilmington, NC 28403

Subsequent Boards of Directors, the number of directors, their terms of office, and the method of their selection shall be provided for and determined as is set forth in the Bylaws of the Association.

6. Nonprofit Issues: The Association is not organized and shall not be operated for pecuniary gain or profit. No part of the net earnings of the Association shall inure to the benefit of, or be distributable to, its members, directors, officers, or any other individuals, other than (a) reasonable compensation paid by the Association for services actually rendered or other value received, (b) by acquiring or providing management, maintenance, and care of any property as may be set forth in the Declaration and by undertaking any other responsibilities of the Association as set forth in the Association Documents, and (c) by rebating excess membership dues, fees, or assessments, if applicable, pursuant to Section 55A-13-02(b)(3) of the North Carolina Nonprofit Corporation Act.

7. Members: The Association shall have members, and the qualifications and rights of members shall be set forth in the Bylaws of the Association.

8. Dissolution: In the event of dissolution of the Association, any net assets remaining after the satisfaction of the Association's liabilities shall be transferred and delivered (a) to one (1) or more nonprofit corporations formed under the North Carolina Nonprofit Corporation Act, as shall be selected by the Board of Directors of the Association, that are organized generally for purposes similar or related to those set forth in Article 4 hereof, or (b) as otherwise permitted or required by law.

9. Registered Office and Agent: The street address of the initial registered office of the Association is 1985 Eastwood Rd., Suite 102, Wilmington, New Hanover County, NC 28403; the mailing address of the initial registered office of the Association is PO Box 12051,

Wilmington, New Hanover County, NC 28405; and the name of the initial registered agent at such address is Premier Management Company.

10. Principal Office: The street and mailing address of the Association's principal office is 101 Autumn Hall Dr., Suite 120, Wilmington, New Hanover County, NC 28403.

11. Limitation on Personal Liability: To the fullest extent provided by law, no director of the Association shall be personally liable for monetary damages arising out of an action, whether by or in the right of the Association or otherwise, for breach of any duty as a director.

12. Architectural Review Committee: The Declaration sets forth the appointment and the members of the Architectural Review Committee of the Association ("ARC"). The ARC shall have the powers as set forth in the Declaration. Amendment of the provisions of the Declaration dealing with the ARC shall be made as provided in the Declaration.

13. Disapproval Power of Declarant: Pursuant to the authority granted in Section 55A-8-01(c) of the North Carolina Nonprofit Corporation Act, the Declarant shall have the power to disapprove all actions taken by the Board of Directors of the Association or by any committee of the Association as may have been appointed by the Board of Directors or established by the Bylaws or the Declaration. The Declarant's disapproval power shall begin as of the incorporation date of the Association and shall terminate on the earlier to occur of: (a) the expiration of the Development Period, or (b) the date such right is relinquished by Declarant by a signed document recorded in the Register of Deeds terminating the disapproval rights set forth in this Article. During such time as the Declarant's disapproval power is in effect as set forth above, the Board of Directors and any committee of the Association shall communicate in writing by certified mail, return receipt requested, to the Declarant any and all action taken by the Board of Directors or committee, as applicable, within two (2) business days of taking action, and the Declarant shall have ten (10) business days after receipt of such communication in which to disapprove such action by delivering written notice of the Declarant's disapproval to the Secretary of the Association.

14. Duty and Obligation of Association to accept Transfers: Notwithstanding any other provision of these Articles and the Association's Bylaws, the Association shall have the duty and obligation to perform the following acts:

Subject to the terms and conditions of applicable provisions in the Declaration regarding the Common Area, Permit, Stormwater Management Facilities, or the Permit itself: (a) to accept transfer of (i) the Common Area from the Declarant, (ii) the Permit from the Declarant, and (iii) Declarant's responsibilities under Permit upon tender of the transfer of such responsibilities by Declarant to the Association, (b) to take any and all actions necessary to be done by the Association regarding the Common Area and Permit (including without limitation, amending these Articles or the Association's Bylaws), and (c) to execute all documents required to be executed by the Association in order to allow such transfers to occur.

15. Declarant Approval of Changes to Association Documents: No Amendment to Association Documents shall be effective and enforceable until approved in writing by the Declarant. This requirement of written approval by the Declarant of any amendments to the Association Documents shall begin as of the incorporation date of the Association and shall terminate on the earlier to occur of: (a) the expiration of the Development Period, or (b) the date such right is relinquished by Declarant by a signed document recorded in the Register of Deeds terminating the approval rights set forth in this Article.

16. Amendments to Articles of Incorporation: Amendment of these Articles may only be undertaken consistent with the applicable provisions of the North Carolina Nonprofit Corporation Act, and with the required affirmative consent of not less than a sixty-seven percent (67%) vote of all of the members of the Association entitled to vote; subject, however, (a) to the Declarant's power to approve any amendments to these Articles set forth above in Article 15 hereof, (b) to the Declarant's power to amend these Articles set forth below in Article 17 hereof, and (c) certain limitations on voting rights of members of the Association on amendments to these Articles set forth in the Bylaws.

17. Declarant Power to Amend Articles of Incorporation and Bylaws: Until the amendment power of the Declarant terminates as is provided in this Article, the Declarant shall have the authority to amend the Articles of Incorporation and the Association's Bylaws for any reason not prohibited by the Declaration without the joinder or consent of any other Person. Neither the Board of Directors, nor the membership shall have the authority for such period either to amend these Articles to preempt Declarant's authority or to amend these Articles to preempt any action taken by Declarant in the exercise of Declarant's authority. The aforementioned right of the Declarant shall begin as of the incorporation date of the Association

and shall terminate on the earlier to occur of: (aa) the expiration of the Development Period, or (bb) the date such right is relinquished by Declarant by a signed document recorded in the Register of Deeds terminating the power to amend as set forth in this Article.

18. Incorporator: The name and address of the incorporator are Adam M. Beaudoin, 127 Racine Drive, Post Office Box 7068, Wilmington, NC 28406-7068.

IN TESTIMONY WHEREOF, I have hereunto set my hand, this the 13th day of April, 2023.

DocuSigned by:
Adam M. Beaudoin
7239C65F70C3401...
Adam M. Beaudoin, Incorporator

Prepared by and return to:

Adam M. Beaudoin
For the firm of
Ward and Smith, P.A.
127 Racine Drive
Post Office Box 7068
Wilmington, NC 28406-7068
Telephone: (910) 794-4800
Facsimile: (910) 794-4877

ND:4862-1266-4669, v. 2

(Top portion for recording purposes)

**THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL
SIGNS**

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE
OSPREY LANDING COMMUNITY**

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR THE OSPREY LANDING COMMUNITY ("Declaration") is made this ____ day of _____, 2023 by BILL CLARK HOMES OF WILMINGTON, LLC, (hereinafter collectively referred to as "Declarant"):

WITNESS TO:

WHEREAS, Declarant is the owner of certain real property located in Brunswick County, North Carolina, which is more particularly described on Exhibit "A" attached hereto and made a part hereof by reference (hereinafter sometimes referred to as the "Property"):

WHEREAS, Declarant desires to create on such property an exclusive residential community of single-family homes to be known as Osprey Landing (hereinafter sometimes referred to as "Subdivision");

WHEREAS, Declarant desires to provide for the maintenance and upkeep of the common area within the Subdivision and to provide for enforcement of covenants and restrictions applicable to the Subdivision, and, to that end, desires to create a planned community pursuant to the provisions of Chapter 47F of the General Statutes of North Carolina (the "Act"), and to subject all of the property within the Subdivision to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

WHEREAS, Declarant has deemed it advisable to create an organization to own, maintain and administer the Common Area (as hereinafter defined), to administer and enforce the covenants and restrictions applicable to the Subdivision, and to collect and disburse the assessments and charges hereinafter created, and Declarant has therefore incorporated under

North Carolina law as a non-profit corporation, the OSPREY LANDING PROPERTY OWNERS ASSOCIATION, INC., for the purpose of exercising the aforesaid functions.

NOW, THEREFORE, Declarant declares that the Property and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be owned, held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, all of which shall run with the real property and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Act" shall mean and refer to Chapter 47F of the General Statutes of North Carolina, designated as the North Carolina Planned Community Act.

Section 2. "Association" shall mean and refer to the OSPREY LANDING PROPERTY OWNERS ASSOCIATION, INC. a North Carolina non-profit corporation, its successors and assigns.

Section 3. "Association Documents" shall mean collectively the Articles of Incorporation of the Association, the Bylaws of the Association, this Declaration, any supplemental declaration as may be applicable to separate portions of the Properties, the rules and regulations, the Architectural Guidelines, and any resolutions adopted by the Board, all as may be amended, restated and revised from time to time. Any exhibit, schedule or amendment to an Association Document shall be considered a part of that document.

Section 4. "Board of Directors" or "Board" shall mean the body responsible for administration of the Association selected as provided in the Bylaws.

Section 5. "Builder" shall mean and refer to any persons, firms or entities that purchase one or more Lots in the Properties for the purpose of constructing a Dwelling for resale to consumers in the ordinary course of its business.

Section 6. "Common Area" shall mean and refer to any and all real and personal property in which the Association now or hereafter owns, leases or otherwise holds possessory or use rights for the common use and enjoyment of the Owners, including easements held by the Association for those purposes. Common Area shall include, without limitation, all sidewalks, recreation areas, roadways, drainage infrastructure and streets within the Subdivision. Except as otherwise provided in this Declaration, the Common Area shall be maintained by the Association or its successors in interest.

Section 7. "Development Period" shall mean the period ending on the earliest of (a) thirty (30) years from the date this Declaration is recorded in the Register of Deeds of Brunswick County; provided, that if Declarant is delayed in the improvement and development of the Properties as a result of a sewer, water or building permit moratorium or other cause or event beyond Declarant's control, then the aforesaid period shall be extended for the length of the

delay plus an additional two (2) years upon written notice to the Association of such extension; or (b) the date specified by Declarant in a written notice to the Association that the Development Period is to terminate on that date so stated.

Section 8. "Declarant" shall mean and refer to Bill Clark Homes of Wilmington, LLC. It shall also mean and refer to any person, company or entity to whom or which Declarant shall assign or delegate the rights and obligations of Declarant by an assignment of Declarant's rights recorded in the applicable public registry for Brunswick County, North Carolina.

Section 9. "Lot" shall mean and refer to any plot of land other than Common Area, with delineated boundary lines, shown on any recorded subdivision plat of the Properties that may be independently owned and conveyed. In the event that any Lot is increased or decreased in size by recombination or re-subdivision through recordation of new subdivision plats, any newly-platted Lot shall thereafter constitute a Lot. The term shall refer to the land which is part of the Lot as well as any improvements thereon including the Unit or Dwelling.

Section 10. "Member" shall mean and refer to every person or entity who or which holds membership in the Association as set forth in this Declaration.

Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having an interest in a Lot solely as security for the performance of an obligation.

Section 12. "Permit" shall mean North Carolina Stormwater Management Permit No. SW8 201014 issued for the Property, and any additional North Carolina Stormwater Management Permits, applicable to the Property, and any amendments, additions, or replacements thereof.

Section 13. "Properties" or "Property" shall mean and refer to the property described in Exhibit "A" to this Declaration, together with such additional property as is subjected to this Declaration in accordance with Article II.

Section 14. "Unit" or "Dwelling" shall mean and refer to any building or portion thereof within the Properties which is designated and intended for use and occupancy as a residence by a single family, whether by the Owner of such Unit or by tenants or lessees of such Owner.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION AND WITHIN THE JURISDICTION OF THE OSPREY LANDING COMMUNITY

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, used and occupied subject to this Declaration as of the date of recording hereof, which is within the jurisdiction of the Association, is described on Exhibit "A" attached hereto.

Section 2. Annexation of Additional Property. At any time prior to December 31, 2040, any land may be annexed by the Declarant without the consent of the Members and therefore become subject to this Declaration by the recording by Declarant of a plat showing such property to be annexed and of a supplementary declaration extending the operation and effect of this Declaration to the property to be annexed. Any property annexed pursuant to this subsection may be annexed and subjected to this Declaration as one parcel or as several parcels at different times. The addition of such property pursuant to this Section may increase the cumulative number of Lots within the Properties and, therefore, may alter the relative maximum voting strength of the various types of Members.

A supplementary declaration may contain such complementary additions to and modifications of the covenants and restrictions contained in this Declaration, including, without limitation, different voting rights and different annual and special assessments for the Lots or Units so annexed, as Declarant, in its sole discretion, may deem necessary or appropriate to reflect the different character or use of the property added. In no event, however, shall any supplementary declaration revoke, modify or add to the covenants and restrictions established by this Declaration so as to materially and adversely affect any portion of the Properties already subject to this Declaration. A supplementary declaration annexing additional property need only be executed by the Declarant and, if applicable, by the owner of the property being annexed, and shall not require the joinder or consent of the Association or any of its Members.

Nothing contained in this Article shall be construed to obligate or require Declarant to make any additions to the Properties.

Section 3. Annexation of Additional Property by Members. The Association may subject any contiguous property to the provisions of this Declaration with the consent of the owner of such property, the affirmative vote of Owners representing sixty-seven percent (67%) of the votes of the Association represented at a meeting duly called for such purpose, and the consent of Declarant during the Development Period. The additional property shall be annexed by the recording by the Association of a plat showing such property to be annexed and of a supplementary declaration extending the operation and effect of this Declaration to the property to be annexed.

Section 4. Conveyance of Common Area in Annexed Property. Promptly upon request of Declarant, the owner of the annexed property shall convey any or all Common Area located within the newly annexed property to the Association or, if requested by the Declarant, to the Declarant. Title to such Common Area shall be conveyed in the same manner as set forth in Section 3 of Article IV of this Declaration.

Section 5. Merger. Additional property may also be made subject to this Declaration by merger or consolidation of the Association with another *non-profit* corporation formed for the same or similar purposes in accordance with the provisions of Section 2-121 of the Act. The surviving or consolidated association shall administer the covenants and restrictions established by this Declaration within the Properties and the covenants and restrictions established upon property owned by the other association as one scheme. No such merger or consolidation shall cause any revocation, change or addition to this Declaration.

Section 6. Effect of Addition of Property. Except by amendment of this Declaration as provided in Section 3 of Article XIV hereof, no addition of property, whether by annexation, merger or consolidation, shall revoke or modify any provision of this Declaration as to the Properties already subject hereto or diminish the rights of the Owners of Lots and Units within the Properties, except for the dilution of voting strength that occurs as a result of inclusion of additional Members of the Association.

Section 7. Withdrawal of Property. Declarant reserves the right to amend this Declaration so long as it has a right to annex additional property pursuant to this Article for the purpose of removing any portion of the Properties then owned by Declarant or the Association from the coverage of this Declaration, to the extent originally included in error or as a result of any changes whatsoever in the plans for the Subdivision, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Subdivision.

Section 8. Good Faith Lender's Clause. Any violation of these covenants, conditions or restrictions shall not affect any lien or deed of trust of record held in good faith, upon any Lot, which liens may be enforced in due course, subject to the terms of this Declaration.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Voting Rights. The voting rights of the membership shall be appurtenant to the ownership of the Lots and may not be separated from ownership of any Lot. All Owners shall have one (1) equal vote for each Lot in which they hold the interest required for membership under Section 1 above, provided there shall only be one (1) vote per Lot. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to their Lot shall be exercised as they, among themselves, determine; but fractional voting shall not be allowed, and in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment and Access. Except as limited by the provisions of this Section 1 and by the rules and regulations adopted by the Board, every Owner shall have a right and easement of enjoyment in, use of and access to, from, and over the Common Area, which right and easement shall be appurtenant to and shall pass with title to every Lot, subject to:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated or constructed on the Common Area and to limit the use of such facilities to Owners and to their families, tenants and guests, as provided in Section 2 of this Article IV.

(b) the right of the Association to suspend the voting rights of an Owner subject to a hearing or opportunity to present evidence in accordance with Section 47F-3-107.1 of the Act for any period during which any assessment against his Lot remains unpaid, or for a period not to exceed sixty (60) days for any infraction of the Association Documents.

(c) the right of the Association to dedicate, sell or transfer all or any part of the Common Area to any public or quasi-public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedication or transfer shall be effective unless the Members entitled to at least 80% of the votes of the entire membership of the Association and Declarant, during the Development Period, agree to such dedication, sale or transfer. Nothing herein shall be deemed to prohibit the Board, without consent of the Members, from granting easements over and across the Common Area to any public agency, authority or utility for the installation and maintenance of sewage, utility (including cable television) or drainage facilities when, in the opinion of the Board, such easements are necessary for the convenient use and enjoyment of properties within the Subdivision. Notwithstanding anything herein to the contrary, the Common Area shall be preserved for the perpetual benefit of the owners of Lots within the Subdivision and shall not be conveyed except to a governmental entity or another non-profit corporation organized for similar purposes.

(d) the right of the Association, to borrow money and, with the assent of Members' entitled to at least 80% of the votes of the entire membership of the Association and Declarant's approval during the Development Period, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of any such lender or mortgagee shall be subordinate to the property rights of the Members and the Association as set forth herein.

(e) the right of the Association to exchange all or part of the Common Area for other property and consideration of like value and utility, provided, however, that any such dedication shall require the assent of the Declarant and the Members as set forth in subparagraph (c) above, and further provided that, if the Board determines, in its sole discretion, that such exchange is necessary to cure an encroachment or setback violation on any Lot, the Board may effect such exchange without the consent of or approval by the Members.

(f) the right of the Association to open the Common Area and, in particular, the recreational facilities constructed thereon, for use by non-members of the Association.

(g) the right of the Association to expand or add to the Common Area and to improve, maintain and operate the Common Area.

(h) the right of the Association to adopt, promulgate and enforce rules and regulations concerning the use of the Common Area.

(i) the right of the Association to otherwise deal with the Common Area as provided in the Articles of Incorporation and Bylaws of the Association.

Section 2. Delegation of Use.

(a) Family. The right and easement of enjoyment and access granted to every Owner by Section 1 of this Article may be exercised by members of the Owner's family who occupy the residence of the Owner within the Properties in Brunswick County, North Carolina.

(b) Tenants: Contract Purchasers. The right and easement of enjoyment and access granted to every Owner by Section 1 of this Article may be assigned by such Owner to his tenants or contract purchasers who occupy a residence within the Properties, or a portion of said residence, as their principal residence in Brunswick County, North Carolina. So as not to overburden the use of the Properties, if an Owner assigns said right and easement of enjoyment and access to Owner's tenants or contract purchasers, then so long as such assignment is in effect, Owner shall forfeit his right and easement of enjoyment and access.

(c) Guests. The right and easement of enjoyment and access granted to every Owner by Section 1 of this Article may be delegated to guests of such Owners, tenants or contract purchasers, subject to such rules and regulations as may be established by the Board.

(d) Suspension of Rights. The rights of any delegate or assignee of an Owner shall be suspended by, upon and during suspension of such Owner's rights as provided in Section 8 of Article XIV of this Declaration.

Section 3. Conveyance of Common Area To The Association. No later than the expiration of the Development Period, Declarant shall convey, and the Association shall accept, fee simple title to all Common Area within the Properties, and shall reserve for or grant to the Association all Common Area easements, all subject to such easements, reservations, conditions and restrictions as then may be of record, and the Association shall accept all such conveyances, grants and reservations, provided, however, that during the Development Period, Declarant reserves an easement over and across any Common Area deeded to the Association for the purpose of constructing and maintaining any improvements on the Common Area as it deems necessary or advisable, provided that any such improvements must comply with the requirements of the appropriate governmental authority. Any improvements placed on the Common Area by Declarant shall become the property of the Association upon completion of such improvements.

Section 4. Regulation and Maintenance of Common Area and Common Area Easements. It is the intent of the Declarant that the Common Area be preserved for the perpetual benefit of the Owners.

(a) Regulation of Common Area. The Association may adopt and promulgate rules and regulations governing the use of the Common Area by Owners and their family, tenants, guests and invitees. No Owner or other permitted user shall use the Common Area or any portion thereof in violation of the rules and regulations contained in this Declaration or subsequently adopted by the Association.

Without limiting the generality of the foregoing, no Owner or tenant, guest or invitee of an Owner shall, without the specific prior written consent of the Association: (i) damage or waste the Common Area or improvements thereon or remove any trees or vegetation therefrom; (ii) erect any gate, fence, structure or other improvement or thing on the Common Area; (iii) place

any garbage receptacle, trash or debris on Common Area; (iv) fill or excavate any part of the Common Area; (v) landscape or plant vegetation on Common Area; or (vi) use the Common Area or any part thereof in a manner inconsistent with or in any way interfering with the rights of other Owners.

(b) Rights and Responsibilities of the Lot Owners as to Common Area Easements. Each Owner of a Lot upon which a Common Area easement lies shall pay all property taxes and other assessments levied against his Lot, including that portion of such tax or assessment as is attributable to such Common Area easement.

(c) Rights and Responsibilities of the Association as to Common Area. The Association shall have the right and obligation to ensure that the Common Area is preserved for the perpetual benefit of the Owners, and, to that end, shall: (i) maintain the Common Area in its natural or improved state, as appropriate including, but not limited to, following the requirements of the Permit, and keep it free of impediments to its use by the Owners, subject to the provisions of this Declaration; (ii) procure and maintain adequate liability insurance covering the Association and its Members, Directors and Officers, against any loss or damage suffered by any person, including the Owner of the Lot upon which Common Area lies, resulting from use of the Common Area, and adequate hazard insurance covering the real and personal property owned in fee by the Association; and (iii) pay all property taxes and other assessments levied against all Common Area owned in fee by the Association.

(d) Declarant's and Association's Right of Entry. The Declarant and the Association and the employees, agents, contractors and subcontractors of each, shall have a non-exclusive right and easement at all times to enter upon any portion of a Lot reserved or designated as a Common Area easement for the purposes of: (i) installing and maintaining subdivision entrance signs, features, fencing and landscaping; and (ii) making such improvements to the Common Area; and (iii) maintaining the Common Area easement in its natural or improved state.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments, benefitted assessments, and special assessments, such assessments to be established and collected as hereinafter provided. All assessments which are unpaid when due, together with interest and late charges set forth in Section 9 of this Article V and all costs of collection, including reasonable attorney's fees, shall be a charge against and, a continuing lien upon the Lot against which such assessment is made subject to § 47F-3-116 of the Act, as amended. Each such assessment or charge, together with interest and costs of collection, including reasonable attorneys' fees, subject to notice provided in accordance with § 47F-3-116(e) of the Act, shall also be the personal or corporate obligation of the person(s), firm(s) or corporation(s) owning such Lot at the time when the assessment fell due, but such personal obligation shall not be imposed upon such Owner's successors in title unless expressly assumed by them. Although unpaid assessments and charges are not the personal obligation of such Owner's successors in title unless expressly assumed by

them, the unpaid assessments and charges shall continue to be a lien upon the Lot against which the assessment or charge was made.

It is the intent of the Declarant that any monetary fines imposed against an Owner pursuant to the Bylaws of the Association or Section 8 of Article XIV of this Declaration and subject to §47F-3-107.1 of the Act shall constitute a lien against the Lot of such Owner to the same extent as if such fine were an assessment against such Lot.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Subdivision and, in particular, for: (i) acquisition, improvement and maintenance of properties, services and facilities related to the use and enjoyment of the Common Area, including but not limited to the storm water system located within the Common Area or recreation area; (ii) repair and reconstruction of improvements on the Common Area, including, without limitation, the cost of repair, replacement and additions thereto and the cost of labor, equipment, materials, management and supervision thereof; and specifically including maintenance and repair of all sidewalks and streets, within the subdivision; (iii) payment of taxes and public assessments levied against the Common Area owned by the Association in fee; (iv) procurement and maintenance of insurance in accordance with the Section 4(c) of Article IV of this Declaration; (v) employment of attorneys, accountants and other persons or firms to represent the Association when necessary; (vi) payment of principal and interest on funds borrowed for Association purposes; (vii) such other needs as may arise; (xiii) payment for the maintenance and operation of street lights and (xiv) payment for the maintenance and repair to all drainage infrastructure within the subdivision and any access easement or rights of ways, if necessary. The Declarant reserves the right to subject the real property in this subdivision to a contract with Brunswick Electric Membership Corporation for the installation of street lighting, which requires a continuing monthly payment to Brunswick Electric Membership Corporation by each residential customer. Said monthly payment may be included in the assessments charged to each Owner.

Section 3. Annual Assessments. Not less than sixty (60) days before the beginning of each fiscal year, the Board shall prepare a budget covering the common expenses estimated to be incurred during the coming year. The budget shall include a capital contribution to establish a reserve fund. In determining the budget, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Lots subject to assessment on the first day of the fiscal year for which the budget is prepared and the number of Lots reasonably anticipated to become subject to assessment during the fiscal year.

Within thirty (30) days after adoption of any proposed budget by the Board, the Board shall provide to all Owners a summary of the budget and notice of a meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The Board shall set a date for a meeting of the Owners to consider ratification of the budget, such meeting to be held not less than ten (10) nor more than sixty (60) days after mailing of the summary of the budget and notice of the meeting. There shall be no requirement that a quorum be present at the meeting. The budget is ratified unless, at that meeting, a majority of all the Owners in the Association rejects the budget. In the event the proposed budget is rejected,

the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

The Assessment for the fiscal year shall be determined based upon the budget adopted by the Board and ratified by the Owners. In addition to Assessments for the fiscal year, the Board may levy special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Such Assessments shall be approved at a meeting of the Board and shall become effective upon approval by the Board, unless disapproved by Declarant during the Development Period. Such Assessments shall be payable in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which such Assessment is approved. The amount of each special Assessment shall be levied equally against all Lots, subject to the provisions of Section 5.

Section 4. Assessment Rate: Collection Period. Except as provided in Section 5 of this Article V, the annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected on a yearly, semi-annually, quarterly or monthly basis, as determined by the Board.

Section 5. Declarant's Assessments. Notwithstanding any other provision of this Declaration or the Bylaws of the Association, the Declarant shall not be obligated for, nor subject to, any annual or special assessment for any Lot or other property that it owns within the Properties, provided, however, that the Declarant shall be responsible for paying the difference between: (i) the operating expenses of the Association; and (ii) the total operating revenues of the Association from all sources including, without limitation, annual and special assessments, revenues generated from fees charged by the Association for use of the Common Area, and investment income (said difference being hereinafter referred to as the "Operating Deficit"). For purposes of this Section, the term "operating expenses" shall not include contributions to any reserves for replacement, operating reserves, depreciation reserves, capital expenditures, or special assessments.

Declarant may, by written notice given by the Declarant to the Association on or before November 30 of any year, to be effective as of January 1, terminate its obligation to pay the Operating Deficit and waive its right to exclusion from assessments. In such event, each Lot owned by the Declarant which contains a Dwelling for which a certificate of occupancy has been issued shall be assessed at the rate of twenty-five percent (25%) of the annual assessment in effect for all other Lots, as the same may change from time to time. Upon sale of such Lot by Declarant to any other person or entity, such Lot shall be assessed at the full rate, commencing on the day on which title to such Lot is transferred to such third party. Notwithstanding any other provision of this Declaration, a Lot owned by the Declarant which contains a Dwelling occupied as a residence (but not as a model or sales center) shall be assessed at the rate applicable to all other Lots.

Section 6. Benefitted Assessments. The Board may levy Benefitted Assessments against particular Lots for expenses incurred or to be incurred by the Association, as follows:

(a) to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Lot or occupants thereof upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners (which might include, without limitation, lawn maintenance as set forth in Article XII, Section 7(b) herein, caretaker service, etc.), which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner; and

(b) to cover costs incurred in bringing the Lot into compliance with the terms of the Association Documents and the Act or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their family members, tenants, invitees, or guests; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing before levying a Benefited Assessment under this subsection (b).

Section 7. Date of Commencement of Annual Assessments: Certificate of Payment. Unless a different commencement date is set by the Board, the annual assessments provided for herein shall commence as to all Lots in any phase on the first day of the month following the conveyance of a Lot within that phase to an Owner other than the Declarant or a Builder.

The Association shall, upon demand, and for such reasonable charge as the Board may determine, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. If such certificate states that an assessment has been paid, such certificate shall be conclusive evidence of payment.

Section 8. Effect of Nonpayment of Assessments: Remedies. An assessment not paid within ten (10) days after the due date shall incur such late charge as the Board may from time to time establish, and, if not paid within thirty (30) days after the due date, shall also bear interest from the due date at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is less. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot for which such assessment is due subject to § 47F-3-116 of the Act, as amended. Interest, late payment charges, reasonable attorneys' fees, and the costs of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage or first mortgage on a Lot. Sale or transfer of a Lot shall not affect any assessment lien; however, the sale or transfer of a Lot pursuant to foreclosure of a first mortgage shall extinguish the lien of any assessment which became due prior to the date of such conveyance. No such sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof; but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage.

Section 10. Initial Capital Contribution. At the time of closing of the initial sale of a Lot, a sum equal to one-fourth (1/4) of the annual assessment in effect at the time of such sale shall be collected from the purchaser of such Lot and transferred to the Association as part of its

working capital. The purpose of such working capital contributions is to ensure that the Association will have adequate cash available to defray operating costs, meet unforeseen expenditures or to acquire additional equipment or services deemed by the Board of Directors to be necessary or desirable. Amounts paid pursuant to this Section shall not be considered as an advance payment of any regular or special assessment. Such sum may also be utilized to reimburse Declarant the exact cost of any premiums or insurance policies purchased for the benefit of the Association by Declarant.

Section 11. Exempt Property. All property dedicated to and accepted by a public authority and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. Notwithstanding the foregoing, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI RIGHTS OF LENDERS

Section 1. Books and Records. Any owner or holder of a first mortgage on any Lot, or its agent, shall have the right, during normal business hours, to examine copies of this Declaration, the Articles of Incorporation, Bylaws, and the books and records of the Association and, upon written request to the Association, and payment of copying and mailing costs, to receive a copy of the financial statement for the immediately preceding fiscal year.

Section 2. Notice to Lenders. The owner or holder of a first mortgage on any Lot which provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its mortgage relates) shall be entitled to timely written notice of:

(a) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of the Lot securing its loan.

(b) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(c) Any proposed action that requires the consent of a specified percentage of owners or holders of first mortgages on the Lots.

ARTICLE VII EASEMENTS

Section 1. Access and Utility Easements. Easements for the installation and maintenance of roadways, driveways, walkways, water, gas, telephone, cable television and electric power transmission lines, sanitary sewer and storm water drainage facilities, and for other public and private utility installations are reserved over the Properties for the benefit of Declarant and the Association. The Association may reserve or grant easements over the Common Area as

provided in Article IV, Section 1(c), of this Declaration. Within any such easement herein provided, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation or maintenance of the utilities installed thereon, or which may change the direction of flow or drainage of water through drainage pipes or channels constructed in such easements.

For a period of thirty (30) years from the date hereof, Declarant reserves, for itself and its employees, agents, successors and assigns, an easement upon and a right of ingress, egress and regress on, over and under the Properties for the purposes of constructing and maintaining roadways, water, sewer, gas, storm water drainage and retention, telephone, cable television, and electric, and other utility facilities to the extent required by any applicable governmental entity or deemed by the Declarant to be necessary or convenient for the development, use and enjoyment of the Properties and the Common Area and for the conduct of construction, sales and marketing activities. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil, relocate utility facilities within said easement and take any other similar action that it deems reasonably necessary or appropriate. After such action has been completed, Declarant shall grade and seed the affected property and otherwise restore the affected property to its original condition to the extent practicable, but shall not be required to replace any trees, bushes or shrubbery necessarily removed. Declarant shall give reasonable notice of its intent to take such action to each Owner whose Lot is affected.

Section 2. Easements for Governmental Access. An easement is hereby established over the Common Area and every Lot within the Properties for the benefit of applicable governmental agencies for installing, removing, and reading water meters, maintaining and replacing water and sewer facilities, and acting for other purposes consistent with public safety and welfare, including, without limitation, law enforcement, fire protection, garbage collection and the delivery of mail.

Section 3. Owner's Easement and Right of Entry for Repair, Maintenance and Reconstruction. If any Dwelling is located closer than five (5) feet from its Lot line, the Owner thereof shall have a perpetual access easement over the adjoining Lot to the extent reasonably necessary to perform repair, maintenance or reconstruction of such Dwelling. Such work shall be done expeditiously and, upon completion of the work, the Owner shall restore the adjoining Lot to as nearly the same condition as that which existed prior to the commencement of the work as is reasonably practicable. No fence shall be erected within such area adjoining a Dwelling.

Section 4. Association's Easement and Right of Entry. Authorized agents of the Association shall have the right, and a perpetual easement is hereby granted to the Association, to enter all portions of the Property, including each Lot to (a) perform its maintenance obligations, and (b) make inspections to ensure compliance with the Association Documents. Except in emergencies, entry onto a Lot shall be only during reasonable hours and after notice to the Owner. This easement shall be exercised with a minimum of interference to the quiet enjoyment to Owners' property, and any damage shall be repaired by the Association at its expense.

The Association also may enter a Lot to abate or remove, using such measures as may be reasonably necessary, any structure, thing or condition which violates the Association Documents. All costs incurred, including reasonable attorneys' fees, shall be assessed against the violator as a Benefited Assessment.

Section 5. Easement Over Common Area. A perpetual, non-exclusive easement over the Common Area is hereby granted to each Lot and its Owners, family members and tenants of such Owners, the occupants of such Lot, and guests and invitees of such Owners, tenants or occupants, for the purpose of providing access, ingress and egress to and from parking areas and walkways serving the Properties and to and from adjacent public roads.

Section 6. Easements to Serve Other Property. Declarant hereby reserves for itself and its duly authorized agents, representatives, employees, successors, assigns, licensees, and mortgagees, a perpetual easement over the Lots and the Common Area for the purposes of enjoyment, use, access, and development of any property whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of such property. Declarant further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof is not made subject to this Declaration, Declarant, its successors or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance of any access roadway serving such property.

Section 6. Easements Granted by Association. Notwithstanding any other provisions contained herein, during the period of time commencing on the date this Declaration is recorded in the office of the Register of Deeds of Brunswick County and continuing for a period of fifty (50) years thereafter, the Association may not grant any easements over any portion of the Property without the prior written consent of Declarant.

ARTICLE VIII ARCHITECTURAL CONTROL

Section 1. Architectural Approval. The Declarant shall have the sole and absolute right to determine the style and appearance of the Dwellings, including, but not limited to, flags, subject to Section 47F-3-121 of the Act, flag poles, flag staffs, fences, walls, buildings, outbuildings, garages, storage sheds, mailboxes, lawn decorations, structures of any type or color thereof, grading, landscaping, patio covers and trellises, plans for off-street parking of vehicles and utility layout, and any other improvements to be built or constructed on any Lot (hereinafter individually and collectively referred to as "Improvements"). Declarant shall have exclusive authority to administer and enforce architectural standards under this Article and to review and act upon all applications for original construction within the Property. There shall be no surrender of this right except in a written instrument in recordable form executed by Declarant. Upon the expiration or surrender of such right, the Board may, at its option, either assume such authority or create and appoint an Architectural Review Committee ("ARC") composed of three

or more persons appointed by the Board. The ARC shall have no rights or authority until Declarant's authority under this Article is surrendered.

No Improvements (including, without limitation, replacement of any previously existing Improvements) shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereof be made (including, without limitation, changing materials or color of any exterior portion of any such Improvements), nor shall a building permit for such Improvements or change be applied for or obtained, until plans and specifications showing the nature, kind, shape, heights, materials, color, built-upon area, and location of same shall have been submitted to and approved in writing by the Declarant or after the Declarant surrenders that right, the Board or the ARC. If the appropriate party fails to approve or disapprove such proposed Improvements within 60 days after complete plans and specifications have been received by it, approval will not be required, and this Article shall be deemed to have been complied with. The Association shall have the right to charge a reasonable fee for receiving and processing each application.

The Declarant, and after the Declarant surrenders this right in writing, the Board or ARC, shall have the right to promulgate and from time to time amend written architectural standards and construction specifications (hereinafter the "Architectural Guidelines") which may establish, define and expressly limit the standards and specifications which will be approved, including, but not limited to, architectural style, exterior color or finish, roofing material, siding material, driveway material, landscape design and construction technique. Neither the Association nor the ARC shall approve any Improvements which it determines, in its sole discretion, not to be in harmony of external design, construction and/or location in relation to the surrounding structures, topography or the general plan of development of the Subdivision.

Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and neither Declarant, the Association, the Board, or the ARC shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, including without limitation, built upon area requirements set forth in the Permit. Neither Declarant, the Association, the Board, or the ARC, or any member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot. In all matters, the ARC and its members shall be defended and indemnified by the Association as provided in the Bylaws.

Section 2. Rules and Regulations. The ARC may from time to time recommend to the Board, and the Board may, in its sole discretion, adopt, promulgate, amend and repeal rules and regulations interpreting and implementing the provisions of this Article VIII, including adoption of detailed architectural guidelines and the imposition of a fee or charge for review of proposed improvements or modifications.

Section 3. Variances. The ARC may recommend to the Board, and the Board may, by the vote or written consent of a majority of the members thereof, allow reasonable variances as to the covenants, conditions or restrictions contained in this Declaration, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with

the general plan for the improvement and development of the Property. Variances contained in plans that are inadvertently approved by the ARC as part of the proposed improvements shall not be considered as having been approved unless specifically approved by the Board in accordance with the provisions of this Section.

Section 4. Enforcement. Any construction, alteration or other work done in violation of this Article or the Architectural Guidelines shall be deemed to be nonconforming. Upon written request from Declarant, the ARC, or the Board, Owners shall, at their own cost and expense and within such reasonable time frame as set forth in such written notice, cure such nonconformance to the satisfaction of the requester or restore the property, Lot and/or Dwelling to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, Declarant, the Association or their designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the benefited Lot and collected as a Benefited Assessment unless otherwise prohibited in this Declaration.

All approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Lot, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved work, Declarant or the Association shall be authorized, after notice to the Owner of the Lot and an opportunity to be heard, to enter upon the Lot and remove or complete any incomplete work and to assess all costs incurred against the Lot and the Owner thereof as a Benefited Assessment unless otherwise prohibited in this Declaration.

All acts by any contractor, subcontractor, agent, employee, or invitee of an Owner shall be deemed as an act done by or on behalf of such Owner. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Architectural Guidelines may be excluded from the Property, subject to the notice and hearing procedures contained in the Declaration. In such event, neither Declarant nor the Association, its officers, or directors shall be held liable to any person for exercising the rights granted by this section.

In addition to the foregoing, the Association and Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ARC.

ARTICLE IX PARTY WALLS

Section 1. General Rules of Law to Apply. The general rules of law regarding party walls, lateral support in below ground construction and of liability for property damage due to negligence or willful acts or omissions shall apply to each wall which is built as part of the original construction of the Dwellings within the Properties and placed on the dividing line

between the Lots, and all reconstruction or extensions of such walls, to the extent not inconsistent with the provisions of this Article.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who or which uses the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Easement and Right of Entry for Repair, Maintenance and Reconstruction. Every Owner shall have an easement and right of entry upon the Lot of any other Owner and the Common Area to the extent reasonably necessary to perform repair, maintenance or reconstruction of a party wall and those improvements belonging to his Lot which encroach on an adjoining Lot or Common Area. Such repair, maintenance, or reconstruction shall be done expeditiously, and upon completion of the work, the Owner shall restore the adjoining Lot(s) and Common Area to as nearly the same condition as that which prevailed prior to commencement of the work as is reasonably practicable.

Section 5. Weather-proofing. Notwithstanding any other provision of this Article, an Owner who, by his negligence or willful act, causes the party wall to be exposed to the elements, shall bear the entire cost of furnishing the necessary protection against such elements.

Section 6. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 7. Certification by Adjoining Property Owner That No Contribution Is Due. If any Owner desires to sell his Lot, such Owner, in order to assure a prospective purchaser that no Owner of an adjoining Lot has a right of contribution as provided in this Article, may request the adjoining property Owner to make a certification that no right of contribution exists, whereupon it shall be the duty of each adjoining property Owner to make such certification immediately upon request, and without charge; provided, however that where the adjoining property Owner claims a right of contribution, the certification shall contain a recital of the amount claimed.

ARTICLE X RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

Section 1. Responsibilities. The Association, subject to the rights of the Owner set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and shall keep the Common Area in good, clean and proper condition, order and repair, including but not limited to, ensuring ongoing compliance with the Permit. The Association shall be responsible for the payment of all costs, charges and expenses incurred in

connection with the operation, administration and management of the Common Area and the performance of its other obligations hereunder. The Association shall operate and maintain areas designated by the Declarant as Common Areas, whether or not title to such areas has been conveyed to the Association. The Association shall also be responsible for enforcement of the covenants and restrictions contained in this Declaration.

Section 2. Manager. The Association may employ and pay for the services of a person or entity, including the Declarant (the "Manager"), to assist the Association in managing its affairs and carrying out its responsibilities hereunder and such other persons or entities, including attorneys and accountants, as the Association deems necessary or advisable, whether such persons or entities are engaged, furnished or employed by the Manager or directly by the Association. The Association may enter into a Management Agreement for such management services upon such terms as the Board may deem appropriate. The payment of management fees due to the Declarant may, at Declarant's option, be deferred until such later date as Declarant, in its sole discretion, deems appropriate. Furthermore, any management fees due to Declarant may, at Declarant's option, be credited against any assessments due or to be coming due from the Declarant.

Section 3. Personal Property for Common Use. The Association may acquire and hold real property and tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided by the Articles of Incorporation or Bylaws of the Association.

Section 4. Insurance: Bonds. The Association shall procure and maintain adequate liability insurance covering the Association consistent with N.C. Gen. Stat. § 47F-3-113. The Association shall also procure and maintain full replacement value hazard insurance on real and personal property owned by the Association consistent with N.C. Gen. Stat. § 47F-3-113, and shall procure and maintain officers', directors' and employees' liability insurance, and such other insurance as it deems necessary or advisable. The premiums for such insurance shall be a common expense paid from the annual assessments provided in Article V of this Declaration. The Association may cause any or all persons responsible for collecting and disbursing monies of the Association to be bonded.

Section 5. Implied Rights. The Association may exercise any other right or privilege and take any action authorized by this Declaration, the Association's Articles or Bylaws, or the Act or the North Carolina Nonprofit Corporation Act (Chapter 55A), as from time to time amended, and every other right or privilege reasonably necessary to effectuate the exercise of any right or privilege or the taking of any action authorized herein or therein.

Section 6. Association's Obligation of Cooperation. The Association shall accept conveyance of any Common Area conveyed to it, in fee or by easement, by Declarant or, at the request of Declarant, by an owner of any property within and, upon request of Declarant and without further consideration, shall execute any document necessary to evidence such acceptance. During the Development Period, neither the Association nor its Members, nor the use of the Common Area by the Association and its Members, shall interfere with or impede the

completion of the improvements or the marketing and sale by the Declarant and the Builder of Lots and homes.

ARTICLE XI DECLARANT RIGHTS

Section 1. Declarant's Rights. Declarant's Rights are those rights reserved for the benefit of Declarant as provided for in the Act and the Association Documents which shall include, without limitation, the following rights:

- (a) To complete improvements on the Properties;
- (b) To maintain models, management offices, construction offices, sales offices, customer service offices, and signs advertising the Properties within any portion of the Common Area Declarant deems appropriate;
- (c) Those rights set forth in Article II of this Declaration;
- (d) To designate any portion of the Property as Common Area;
- (e) To exercise all rights of architectural review and establishment of Architectural Guidelines and all other rights as set forth in Article VIII of this Declaration;
- (f) To construct improvements within portions of the Properties and to operate the same as public or private facilities in the sole discretion of Declarant;
- (g) To appoint, remove and replace the members of the Board;
- (h) To disapprove actions of the Board or any committee during the Development Period;
- (i) To disapprove any amendment or change in any Association Documents during the Development Period;
- (j) To enforce any covenants, restrictions and other provisions of the Association Documents during the Development Period; and
- (k) To amend this Declaration as set forth in Article XIV.

Section 2. Transfer of Declarant Rights. Any or all of Declarant's Rights and obligations of Declarant set forth in this Declaration or the Bylaws may be transferred to other persons, provided that the transfer shall neither reduce an obligation nor enlarge a right. No such transfer shall be effective unless it is in a written instrument signed by Declarant and the transferee and duly recorded in the Register of Deeds of Brunswick County.

Section 3. Modification of Development Plan. Each Owner, by accepting title to a Lot and becoming an Owner, and each other person, by acquiring any interest in the Property, acknowledges awareness that the Subdivision is a planned community, the development of which is likely to extend over many years, and agrees not to protest or otherwise object to (a) zoning or changes in zoning or to uses of, or changes in density of, the Properties, or (b) changes in any conceptual or master plan for the Property, such revision is or would be lawful (including, but not limited to, lawful by special use permit, variance or the like) and is not inconsistent with what is permitted by the Declaration (as amended from time to time).

Section 4. Development Easements. Declarant, its employees, agents and designees, specifically reserve a non-exclusive easement over, upon, under and above the Common Area and other portions of the Property (expressly excluding a Dwelling Unit) for any all purposes deemed reasonably necessary or desirable by Declarant for the development of the Property and any other property including, but not limited to, easements of access, the installation and maintenance of utilities, and easements as may be required from time to time by any governmental agency or pursuant to the Permit. Declarant and its employees, agents and designees shall also have a right and easement over and upon all of the Common Area for the purpose of making, constructing, installing, modifying, expanding, replacing, and removing such improvements to the Common Area as it deems appropriate in its sole discretion.

Section 5. Marketing and Sales. During the Development Period, Declarant and its designees may maintain and carry on upon the Common Area and any property owned by Declarant such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Lots, including, but not limited to, business offices, signs, model units, sales offices, and storage of building materials. Declarant and its designees shall have easements for access to and use of such facilities. Declarant's or any designee's unilateral right to use the Common Area for purposes stated in this section shall not be exclusive and shall not unreasonably interfere with use of such Common Area by Owners.

Section 6. Declarant Approval to Changes in Association Documents. During the Development Period, the Association shall not, without the prior written approval of Declarant, adopt any policy, rule or procedure that:

(a) Limits the access of Declarant, its successors, assigns and/or affiliates or their personnel and/or guests, including visitors, to the Common Area or to any property owned by any of them;

(b) Limits or prevents Declarant, its successors, assigns and/or affiliates or their personnel from advertising, marketing or using the Association or its Common Area or any property owned by any of them in promotional materials; or

(c) Impacts the ability of Declarant, its successors, assigns and/or affiliates, to carry out to completion its development plans and related construction activities for the Subdivision, as such may be amended and updated from time to time. Policies, rules or procedures affecting the provisions of existing easements established by Declarant and limiting the establishment by

Declarant of easements necessary to complete the Subdivision shall be expressly included in this provision. Easements that may be established by Declarant shall include but shall not be limited to easements for development, construction and landscaping activities and utilities.

Section 7. Unimpeded Access. The Association shall not exercise its authority over the Common Area (including, but not limited to, any gated entrances and other means of access to the Property) to interfere with the rights of Declarant set forth in this Declaration or to impede access to any portion of the Property, or over the streets and other Common Area within the Property.

Section 8. Additional Declarations/Restrictions. No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without Declarant's review and written consent during the Development Period. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant.

ARTICLE XII USE RESTRICTIONS

Section 1. Use. No Lot shall be used for any purpose other than as a single family residence. Except as otherwise provided herein, only one (1) single family dwelling designated for use as, and used as, a single family residential dwelling may be constructed, erected, used or allowed to remain on any Lot.

Section 2. Business Use Prohibited. No trade, business, profession, garage sale, moving sale, rummage sale or other type of commercial activity shall be carried on within any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the properties; and, (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time; (b) such activity is intended to or does generate a profit; or, (c) a license is required.

Notwithstanding the foregoing, the Declarant and the agents and employees of Declarant, or Builder, shall have the right to: (i) use Lots and improvements erected thereon for sales offices, field construction offices, storage facilities, and its own general business offices; (ii) maintain fluorescent-lighted or spot-lighted model homes which may be open to the public for inspection 7 days per week for such hours as the Declarant or Builder deems appropriate or necessary; (iii) conduct any other activities on Lots to benefit sales efforts; and (iv) use the parking facilities on the Common Area for parking for its employees and invitees.

Section 3. Use of Accessory Structures. No tent, shack, barn, car port, metal awnings, sheds, outbuilding, or other building, other than a Dwelling and its garage, shall be erected on a Lot, and used temporarily or permanently as a residence. Notwithstanding the foregoing, the Declarant and, with the approval of the Declarant, a Builder, may use temporary buildings, offices or facilities in connection with the marketing, sale and construction of Units.

Section 4. Maintenance of Improvements. Each Owner shall maintain in good condition and repair all improvements constructed upon such Owner's Lot, including, without limitation, the Dwelling. No Owner shall change the landscaping, exterior design or color of the Dwelling on such Owner's Lot, including the roof thereof, except in compliance with Article VIII hereof.

Section 5. Storage: Clothes Hanging. No Lot or Common Area shall be used for the storage of rubbish. Outside clothes hanging devices shall not be permitted.

Section 6. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot or the Common Area, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No automobile or other vehicle mechanical repairs or like activity shall be conducted within the Properties other than in a garage and concealed from public view.

Section 7. Lawns.

a) Each Lot shall be maintained in a neat condition by the Owner thereof, unless maintained by the Association as set forth in subsection (b). In this context, the word "Lot" shall include that portion of the property from the outside of the structure on the applicable Lot to the adjacent paved road surface. All Lots upon which a Unit or Dwelling has been constructed ("Improved Lots") must have grass lawns; no gravel or similar type lawns are permitted. For Improved Lots, "Neat" shall require, at a minimum, that the lawn be regularly cut and fertilized and that mulched or pinestrawed areas be regularly re-mulched or re-pinestrawed and kept weeded so that its appearance is in harmony with the neighborhood. No Owner shall allow the grass on an Improved Lot to grow to a height in excess of six (6) inches, measured from the surface of the ground. For unimproved Lots, "Neat" shall require that the Lot is maintained in a slightly condition, free of debris, rubbish, weeds and high grass and in a prudent and reasonable manner harmonious with that of other Lots within the Subdivision.

b) The Association, upon request of the Owner, shall maintain the Owner's Lot in a manner and on a schedule as determined in the sole discretion of the Board. The costs of said

maintenance shall be assessed against each benefitted Lot as a Benefitted Assessment pursuant to Article V, Section 6 herein.

Section 8. Failure to Maintain. If an Owner fails to maintain the Lot or the improvements thereon, the Association, after giving such Owner at least ten (10) days' written notice, shall be authorized to undertake such maintenance at the Owner's expense. By accepting title to his Lot, each Owner shall be deemed to grant access upon the Owner's Lot and Dwelling for such purpose and such entry shall not constitute a trespass. If such maintenance is undertaken by the Association or Declarant, the charge therefore and all costs of enforcement and collection shall be secured by a lien against the Lot as provided in Article V hereof.

Section 9. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that a reasonable number of cats, dogs, and other household pets may be kept provided they are kept within the residence and are not kept, bred, or maintained for any commercial purposes or become a nuisance to the neighborhood. No person owning or having custody of an animal shall allow the animal to stray or go upon another Owner's Lot without the consent of such other Owner. No animals shall be permitted on or in the Common Area at any time except as permitted by the rules and regulations of the Association or by applicable law. All animals shall be on a leash when outside the Owner's Dwelling except when the animal is within Owner's fenced yard (provided the fenced yard is completely enclosed), and the Owner shall be responsible for cleaning up all droppings from their animals. The Association shall have the right to expel animals from the community for the Owner's continuing violations of the Association Documents. The Board shall also have the right to expel dogs from the community for excessive barking which in the Board's opinion is a nuisance to other Owners.

Section 10. Signs. No signs shall be displayed on any Lot or on or within any improvement on a Lot so as to be visible from the exterior of the improvement without the prior written consent of the Board; provided that an Owner may display on his or her Lot one sign with the maximum dimensions of 24 inches by 24 inches expressing support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election, provided that such political signs shall not be placed on a Lot earlier than forty-five (45) days before such election and shall be removed within seven (7) days after such election. The Board may develop additional sign standards and specifications to which all Owners must adhere. No sign of any kind shall be displayed in or on the Common Area without the prior written consent of the Board. Notwithstanding the foregoing, Declarant and, with the consent of and upon such conditions as Declarant, in its sole discretion, might impose, a Builder shall have the right to erect and maintain signs of any type and size on any Lot which it owns and on the Common Area, in connection with the development and sale of the Properties.

Section 11. Water Retention Areas. The Association shall be responsible for maintaining the portions of the storm water drainage system which are within the Common Area, including the water quality and quantity standards of the approved plans, to the extent required by law and as required by the Permit. A drainage easement is hereby dedicated to the Association for the purpose of maintaining the storm water system to meet water quality and quantity design standards of the approved plans and any future governmental laws, rules or regulations.

Each Owner of a Lot which borders a water retention area, drainage easement or drainage swale area shall be responsible to maintain any portion of that Owner's lot lying within a retention area, drainage easement, or drainage swale area in compliance with the Permit and free of debris but shall not remove any wetlands species or do anything that would affect adversely water quality within the water retention area. No structure of any type shall be permitted within the water retention areas, drainage easements or drainage swale areas. Swimming and bathing in water retention areas are prohibited. Docks or other structures shall not be erected in water retention areas without the prior written consent of the Association. All other uses of water retention areas shall be subject to the prior written approval of the Association and such rules and regulations as the Association may adopt from time to time.

Section 12. Vehicles, Boats and Trailers. No truck or vehicle used primarily for commercial purposes (other than those temporarily present on business), no vehicle in inoperable condition, no unlicensed vehicle, no recreational vehicle, and no camper may be parked within the Properties, unless kept inside a garage and concealed from public view. No boat and no trailer may be parked within the Properties, unless kept inside a garage and concealed from public view. No parked vehicle shall be covered by a "car cover" or other similar covering unless kept inside a garage and concealed from public view. For the purpose of the preceding sentence, the term "parked" shall mean present for either a period of more than ten (10) hours or overnight, whichever is less. In order to preserve the aesthetics of the development, whether or not, a boat, trailer, or vehicle of any type is adequately concealed from public view shall be determined by the Board of Directors in its sole discretion. The Association shall have the right to tow or remove any boat, trailer, or vehicle of any type which is parked within the Premises or kept on any Lot in violation of this section, at the owner's expense, and the owner of each Lot, by acceptance of their deed, does grant to the Association such an easement on, across, and upon their Lot as may be necessary to enforce the provisions set out in this section.

Section 13. Walls, Fences, and Hedges. All walls, fences, planters and hedges shall be controlled strictly for compliance with this Declaration and architectural standards established by the Declarant or the ARC. The design, materials and placement of all walls, fences and hedges must be approved by the ARC prior to construction pursuant to the approval requirements of Article VIII, Section 1, of this Declaration.

Section 14. Antennae and Roof Structures. No radio or other electrical towers, aerials, antennae, or other devices of any type for the reception or transmission of radio broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon. Notwithstanding the foregoing, (i) antennae or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; (ii) antennae or satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter or diagonal measurement; or (iii) antennae or satellite dishes designed to receive television broadcast signals which are less than one meter in diameter shall be permitted, *provided that* any such antenna or satellite dish is placed in the least conspicuous location on the Lot in which an acceptable quality signal can be received and is screened from the view of adjacent Dwelling Units, streets and Common Area in a manner consistent with the Architectural Guidelines, and is approved by the Declarant or the ARC pursuant to Article VIII of this Declaration. The Association shall be

empowered to adopt rules governing the types of antennae and satellite dishes that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae.

Section 15. Visual Obstructions at the Intersections of Streets. No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways within the triangular area formed by the junction of street curb lines and a line connecting them at points twenty-five (25) feet from the junction of the street curb lines (or extensions thereof) shall be placed, planted or permitted to remain on any corner lots.

Section 16. Leased Units. An Owner may lease his Unit; provided, however, that:

- a) No Dwelling may be leased for a period of less than six (6) months;
- b) All leases for any Dwelling Unit shall be in writing signed by the Owner and the tenant and a true executed copy of the lease shall be provided to the Association prior to the occupancy by the tenant of such Dwelling Unit.
- c) All leases shall be in such form, and contain such provisions, as approved by the Board, including provisions (a) requiring the tenant to comply with the Association Documents (an example of such provision is set for the below), (b) providing that the failure of any tenant under a lease to comply with the Association Documents shall constitute an event of default under the lease, and (c) providing that the Board may exercise any and all remedies for a default under the Association Documents against the Owner and the tenant under the lease including, without limitation, the right to remove a tenant from possession of a Dwelling Unit by judicial process or otherwise

"Tenant shall obey, adhere to and be bound by all provisions of the Declaration Of Covenants, Conditions, Easements, and Restrictions for the Osprey Landing Community, recorded in the applicable public registry for Brunswick County, North Carolina. Tenant acknowledges that he has received of a copy such Declaration and the rules and regulations of the Association and is familiar with the provisions of same."

- d) The Board may also adopt additional reasonable rules and regulations regarding leasing.

Section 17. Minimum Size of Dwellings. All Dwellings constructed on any Lot shall have a minimum of 1,000 square feet of enclosed dwelling area. The term "enclosed dwelling area" as used in the minimum requirements shall be the total enclosed area within a dwelling, provided, however, that such term does not include garages, terraces, decks, open porches, and like areas; provided, further, that shed type porches, even though attached to the house are specifically excluded from the definition of the aforesaid term "enclosed dwelling area".

Section 18. Garages. All single family Units constructed within the Properties shall contain an enclosed garage that is either detached from the Unit or permanently attached to and part of the Unit and such garage shall be large enough to accommodate at least two automobiles. Garage doors shall remain closed at all times except when necessary for ingress and egress.

Section 19. Seasonal or Holiday Decorations. Holiday decorations (e.g., Christmas trees and lights, pumpkins, Easter decorations) shall be removed from each Lot or residential dwelling within a reasonable period of time after such holiday passes. The ARC has the sole discretion to determine what is a reasonable period of time for seasonal or holiday decorations to exist after the holiday passes and its determination shall be final.

Section 20. Window Coverings. All drapes, curtains or other similar materials hung at windows so as to be visible from outside the home shall be of a white or neutral background material.

Section 21. Exterior Lights. All light bulbs or other lights installed in any fixture located on the exterior of any building or any sites shall be clear, white or non-frosted lights or bulbs. Light wattage and placement shall be approved by the ARC.

Section 22. Service Utilities, Fuel Tanks, Wood Piles, Trash. All service utilities, fuel tanks, wood piles and trash and garbage containers are to be enclosed within a fence, wall or plant screen of a type and size approved by the Declarant or the ARC, so as to preclude the same from causing an unsightly view from any highway, street or way within the subdivision, or from any other residence within the subdivision.

Section 23. Curbside Maintenance. Each Owner shall have a duty and obligation to maintain the roadside curbing, swales and driveway culverts along the front of their Lot, and in the case of corner lots, along the side abutting roadways, in the same condition as originally installed by the Declarant. In the event any Owner shall fail to do so, the Association after giving such Owner at least ten (10) days' written notice, shall be authorized to undertake such maintenance at the Owner's expense. Provided, however, that during the Development Period, the Declarant shall have the option of repairing or replacing damaged curbing, swales or driveway culverts to their original condition, and the cost of such repairs or replacement shall constitute a lien in favor of the Declarant against the lot adjacent to where the repairs or replacements were effected. If such maintenance is undertaken by the Association or Declarant, the charge therefore and all costs of enforcement and collection shall be secured by a lien against the Lot as provided in Article V hereof.

Section 24. Flags. Notwithstanding any provision of this Declaration, including without limitation the provisions of this Article XII, no rule or regulation adopted by the Board or the Association, nor any amendment to the Declaration adopted by the Association or the Declarant shall regulate or prohibit the display of the flag of the United States of America and/or the flag of the State of North Carolina, of a size no greater than four (4) feet by six (6) feet, which is displayed in accordance with or in a manner consistent with the patriotic customs set forth in 4 U.S.C. §§ 5-10, as amended.

Section 25. Right of ways. If any Owner places any improvement or structure in the right-of-way, then if requested by the North Carolina Department of Transportation or the Declarant or the Association or any governmental regulatory agency, the Declarant or the

Association shall have the right to remove such improvement or structure even if ARC had approved installation of such improvement or structure.

Section 26. Above Ground Swimming Pools. No above ground swimming pool shall be erected, constructed, placed or permitted to remain on any Lot.

Section 27. Outdoor Fires/Burning. Outside burning of trash, leaves, debris or other materials is prohibited. Owners may burn wood in an outdoor fire pit, provided the fire pit must first be approved by the Declarant, Board, or ARC, as applicable. The restrictions contained in this Section 26 shall not apply to Declarant.

Section 28. Deviations. Declarant at its sole discretion, is hereby permitted to approve deviations to restrictions in Article XII in instances where in its judgment, such deviation will not adversely affect the development of the Property as a whole. Such approvals must be granted in writing and when given will automatically amend these restrictions for that certain Lot only.

ARTICLE XIII

STORMWATER PERMIT TRANSFER, RESPONSIBILITIES AND COVENANTS

Section 1. Transfer to and Acceptance by Association. Declarant shall, at its sole cost and expense, initially construct all stormwater management facilities required to be located upon the Property or upon any property annexed into the Property by Declarant ("Stormwater Management Facilities") to the standards required by the North Carolina Stormwater Management Permit SW8 201014 issued for the Properties, and any additional North Carolina Stormwater Management Permits, applicable to the Properties and any amendments, additions or replacements thereof (collectively, the "Permit"). Upon completion of the initial construction of the Stormwater Management Facilities required by the applicable Permit for the Properties pursuant to this Declaration, Declarant shall transfer the applicable Permit and Declarant's responsibilities under the Permit applicable to the Properties to the Association. The Association shall accept the transfer from Declarant of the applicable Permit and responsibilities under the Permit. Transfers of any such Permit shall occur within a reasonable period of time after the date the North Carolina Department of Environmental Quality allows the transfer of the Permit to occur, or a later date if so elected by Declarant.

Prior to any such transfer of the Permit, the Stormwater Management Facilities for the Properties, including any property annexed by Declarant into the Property, shall be certified to the Association and the State of North Carolina, either by state inspection or by a licensed engineer, as being in compliance with the applicable Permit prior to such assignment or transfer.

Section 2. Association Indemnification. The Association shall indemnify and hold Declarant harmless from any loss, cost, claim, fee, fine, suit, damage or expense, including reasonable attorneys' fees, incurred by Declarant in the defense of any action against Declarant as the responsible party under the Permit and any Permit applicable to any Properties annexed into the Property from and after the date Declarant tenders transfer of its responsibilities under

the Permit. The Association shall indemnify and hold Declarant harmless from any loss, cost, claim, fee, fine suit, damage or expense, including reasonable attorneys' fees, incurred by Declarant in the defense of any action against Declarant as holder of the Permit from and after the date Declarant tenders transfer of the Permit to the Association following the approval of such transfer by the North Carolina Department of Environmental Quality and the certification of compliance as set forth above. Further, Declarant may bring an action for specific performance of the obligations of the Association pursuant to this Section 2.

Section 3. Administration of Permit. From and after the transfer of Declarant's responsibilities under the Permit applicable to the property annexed into the Property and from and after transfer of the Permit from Declarant to the Association, the oversight, supervision, management and administration of the Permit shall be the sole responsibility of the Association. The Association's duties with respect to the Permit shall be carried out in accordance with the terms and conditions of the Association Documents, and the Permit. The Architectural Review Committee shall review plans for Improvements for compliance with the built-upon area limits set forth in the Permit and this Declaration. The plans submitted by Owners must include all proposed built-upon area. Any approvals given by the ARC do not relieve the Owner of the responsibility to comply with the permitted built-upon area restrictions set forth in the Permit and this Declaration.

Section 4. Easement for Upkeep and Enforcement. The Association hereby is granted and conveyed an easement over, under and upon each Lot for the purpose of access, inspection, operation, repair, maintenance, and upkeep of all Stormwater Management Facilities and to enforce all requirements of the Permit. In the event Declarant annexes additional property into the Property and transfers the applicable Permit and Declarant's responsibilities under the Permit to the Association, the Association shall have, and hereby is granted and conveyed, an easement over, under and upon each annexed Lot for the purpose of access to and upkeep of all Stormwater Management Facilities located upon such additional property and to enforce all requirements of the Permit.

Section 5. Permit Covenants. The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 201014, as issued by the North Carolina Department of Environmental Quality Division of Energy, Mineral and Land Resources (for purposes of this section, "Division") under 15A NCAC 02H. 1000, effective January 1, 2017:

- (a) The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Permit.
- (b) These covenants are to run with the land and shall be binding on all persons and parties claiming under them.
- (c) The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the Division.
- (d) Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division.

- (e) The maximum built-upon area (BUA) per Lot is 5,000 square feet. This allotted amount includes any BUA constructed within the Lot property boundaries, and that portion of the right-of-way between the front line and the edge of the pavement not shown on the approved plans. BUA has the same meaning as G.S. 143-214.7, as amended.
- (f) The maximum allowable BUA shall not be exceeded on any Lot until the Permit is modified to ensure compliance with the stormwater rules, Permit, and the approved plans and specifications.
- (g) All runoff from the BUA on the lot must drain into the permitted system. This may be accomplished via grading, a stormwater collection system and/or a vegetated conveyance.
- (h) A 50-foot wide vegetative setback must be provided and maintained adjacent to all surface waters in accordance with 15A NCAC 02H. 1003(4) and the approved plans.
- (i) Any individual or entity found to be in noncompliance with the provisions of a stormwater management permit or the requirements of the stormwater rules is subject to enforcement procedures as set forth in N.C.G.S. 143, Article 21.

Section 6. Each Owner of a Lot which borders a water retention area, drainage easement or drainage swale area shall be responsible to maintain any portion of that Owner's lot lying within a retention area, drainage easement, or drainage swale area in compliance with the Permit and free of debris but shall not remove any wetlands species or do anything that would affect adversely water quality within the water retention area. No structure of any type shall be permitted within the water retention areas, drainage easements or drainage swale areas. Swimming and bathing in water retention areas are prohibited. Docks or other structures shall not be erected in water retention areas without the prior written consent of the Association. All other uses of water retention areas shall be subject to the prior written approval of the Association and such rules and regulations as the Association may adopt from time to time.

Section 7. For purposes of compliance with SW8 201014, attached to this Declaration as Exhibit "B" is the applicable Operation and Maintenance Agreement for the same.

ARTICLE XIV GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

Section 3. Amendment. During the Development Period, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is (i) necessary to bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable it to make or purchase mortgage loans on the Lots; (iv) necessary to enable any governmental agency or reputable private insurance company to guarantee or insure Mortgage loans on the Lots; or (v) otherwise necessary to satisfy the requirements of any governmental agency for approval of this Declaration. However, any such amendment shall not adversely affect the title to any Lot unless the affected Owner shall consent thereto in writing.

Except as otherwise specifically provided in this Declaration, this Declaration may be amended only by the affirmative vote of, or written agreement signed by, Owners of Lots to which at least sixty-seven percent (67%) of the total votes in the Association are allocated, and Declarant's written consent during the Development Period.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

Amendments to this Declaration shall become effective upon recordation in the office of the Register of Deeds of Brunswick County unless a later effective date is specified therein. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege during the Development Period.

Section 4. Interpretation. Headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing any provision hereof. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the word "including" shall mean "including, without limitation". This Declaration and the provisions thereof shall be construed and enforced in accordance with the laws of the State of North Carolina.

Section 5. Subdivision of Lots. No Lot within the Subdivision may be subdivided by sale or otherwise so as to reduce the total Lot area shown on the recorded plat, except by or with the consent of the Declarant and, if required, by the appropriate governmental authority.

Section 6. Declarant's Right To Change Development. With the approval of the appropriate governmental authority, and subject only to such terms and conditions as said authority may impose, Declarant shall have the right, without consent or approval of the Owners, to create Lots and Units, add Common Area, and reallocate Lots or Units within the Properties. Declarant may convert any Lot or Lots or any other property subject to these restrictions to use as a roadway and/or road right-of-way.

Section 7. Right to Dedicate Streets. In the event that the streets and roadways providing access to the Osprey Landing Subdivision are accepted as public roads by the North Carolina Department of Transportation, then and in that event, the Declarant and/or the Association may petition the North Carolina Department of Transportation to accept the streets and roadways within the Osprey Landing Subdivision as public roads.

Section 8. Rules and Regulations: Enforcement. The Board shall have the authority to adopt additional rules and regulations governing the use of the Common Area and the Lots within the Subdivision and shall furnish a written copy of said rules and regulations to the Owner of each Lot at least fifteen (15) days before such rules and regulations become effective.

In addition to any other rights and remedies that the Association may have, the Association may impose sanctions for a violation of the Association Documents subject to the notice of hearing, evidence, and appeals procedures set forth in §47F-3-107.1 of the Act, which sanctions may include, without limitation, reasonable monetary fines not to exceed One Hundred Dollars (\$100.00), provided that an additional fine of up to One Hundred Dollars (\$100.00) per day may be imposed for each day more than five (5) days after the decision that the violation occurs, which shall constitute a lien upon the Lot of the violator, and suspension of the right to vote and the right to use the Common Area and any facilities thereon.

In addition, as provided in the Bylaws, the Association may exercise self-help to cure violations (specifically including, but not limited to, the towing of Owner and tenant vehicles that are in violation of parking rules) and may suspend the right of an Owner to use any Common Area and recreational facility within the Properties if the Owner is more than 30 days delinquent in paying any assessment or other charge due to the Association.

The Association shall at all times have the right and easement to go upon any Lot for the purposes of exercising its rights hereunder, including, but not limited to, enforcement of the Architectural Guidelines applicable to the Properties. Any entry onto any Lot for purposes of exercising this power of self-help shall not be deemed as trespass. All remedies set forth in this Declaration and the Bylaws shall be cumulative of any remedies available at law or in equity. In any action to enforce its rights and remedies, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, incurred in such action.

The Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement actions. Any such

determination shall not be construed as a waiver of the right to enforce such provisions under other circumstances or to estop the Association from enforcing any other covenant, restriction or rule.

[SIGNATURES ON FOLLOWING PAGE]

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration under seal this ____ day of _____, 20____.

**BILL CLARK HOMES OF
WILMINGTON, LLC** (SEAL)
a North Carolina limited liability company

By: _____ (SEAL)
Name: _____
Title: _____

By: _____ (SEAL)
Name: _____
Title: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

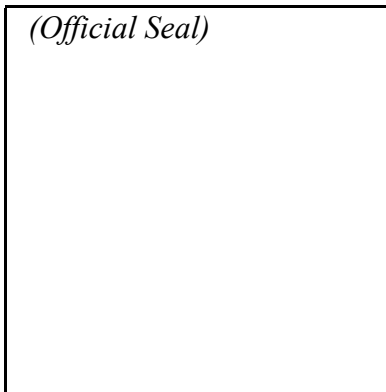
I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein: _____.

Date: _____

Signature of Notary Public

Notary's printed or typed name

My commission expires: _____



Notary seal or stamp must appear within this box.

STATE OF NORTH CAROLINA
COUNTY OF _____

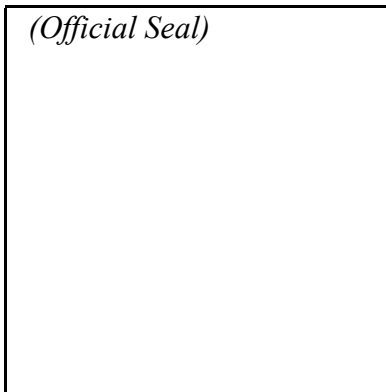
I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein: _____.

Date: _____

Signature of Notary Public

Notary's printed or typed name

My commission expires: _____



Notary seal or stamp must appear within this box.

EXHIBIT "A"
Legal Description of Property

Exhibit "B"
Operation and Maintenance Agreement for SW8 201014
[Attached]

ND:4859-0127-0863, v. 2



BOARD OF ALDERMEN AGENDA ITEM SUMMARY

DATE: May 1, 2023 DEPARTMENT: Board of Aldermen

PRESENTED BY: Bonnie Therrien, City Manager and City Attorney Brady Herman

ITEM SPONSORED BY: N/A

ITEM/TOPIC: Social Media Policy

COST: N/A BUDGET LINE ITEM: N/A

JUSTIFICATION: Mayor Pro Tem Mosteller requested that this item be placed on your May Agenda

IMPACT IF NOT APPROVED: We will continue conducting social media as we do today.

DEPARTMENT HEAD COMMENTS: Not applicable

CITY MANAGER COMMENTS: This document was asked to be put together by Board members before I started working here. This document was put together by Attorney Herman to give guidance on how to deal with social media issues and concerns.

ATTACHMENTS: Proposed social media policy.

REQUESTED ACTION: Approve, amend or vote down the proposed Social Media Policy.

PROPOSED MOTION: Motion to approve the attached Social Media Policy for all elected and appointed Board and Commission members as well as staff members.



City of Southport Policy for Elected Officials and Appointed Boards, Commissions, and Committees Using Personal or Professional Social Media Platforms

Purpose and Scope

Social Media under this policy covers all means of communicating or posting information or content of any sort on the Internet, including all social networking or affiliated web sites (e.g., Facebook, Twitter, etc.), chat rooms, blogs, personal web sites, and web bulletin boards, whether or not they are maintained by the City, as well as all other forms of electronic communications.

While elected officials and City Council-appointed board, committee, and commission members may maintain and use personal web pages and websites, blogs, and other social media sites, their status as elected/appointed officials requires that the content of any postings on those sites not be in violation of existing City by-laws, code of ethics, policies, directives, rules, or regulations.

Elected officials and appointed officials are autonomous actors with the right and responsibility to communicate with the public. Once a citizen becomes a public or appointed official, however, that official's expectation of privacy and private speech can become unclear because the public or appointed official is also a public person with public exposure and responsibilities to the community, the City of Southport, and to the Board of Alderman. That is, although the City acknowledges its officials have the First Amendment right to free speech, the right is not absolute when involving matters of official City business, issues, or concerns.

To assist elected and appointed officials in their use of social media, the Board of Alderman has established this policy for the appropriate use of social media when communicating online as elected or appointed officials. To serve the public well, elected officials should seek, in their online posts, to be accurate, appropriate and timely, and to make proper disclaimers that they are speaking only for themselves as private citizens. Nothing in this policy, however, is intended to limit the First Amendment right of free speech of any person.

Requirements for the Use of Social Media by Elected and Appointed Officials

1. All officials are expected and required to conduct themselves in a manner consistent with the City's policies, code of ethics and standards of conduct. A violation of this policy may subject the elected/appointed official to censure pursuant to Section 6 of the Board of Alderman Code of Ethics Policy. If a Board Member feels that they have been unjustly censured for a violation of this policy, they may challenge that decision to state or federal court for infringement of the First Amendment right of free speech.



2. Public officials are strongly encouraged, but not required, to separate personal (i.e. non-City affiliated) social media accounts from professional social media accounts so that City-related matters and all public records generated from those posts are easily archived and not intermingled with personal posts not related to City matters. If a professional social media account is created, then it becomes a Conduct Standard, and the account must be archived. Officials are required to contact the City Clerk to connect the professional account to the archiving service contract.
3. Elected and appointed officials are authorized to operate personal social media accounts. Unless the official has been designated to serve as a spokesperson, however, officials should never represent themselves as a spokesperson for the City Council, a City board or committee, the City Administration, or any City department on personal social media accounts. Officials shall make it clear when using personal social media accounts to discuss City business that they are speaking on behalf of themselves and not on behalf of the City of Southport. When publishing content related to the City or City business on personal websites or social media sites, a disclaimer should be added stating "The postings on this site are my own and don't necessarily represent the City of Southport's positions or opinions." A general disclaimer on an elected or appointed official's social media page suffices.
4. If an elected or appointed official conducts any City business or communication as an official from a personal account, professional account, or an account created for a board/committee/commission, officials should assume that City-related communications will be considered a public record subject to the North Carolina Public Records Law, N.C. Gen. Stat. § 132-1 et seq., as well as applicable portions of the records retention schedule at <http://archives.ncdcr.gov/For-Government/Retention-Schedules/Local-Schedules>. The City does not archive or manage personal social media accounts for elected/appointed officials, thus, the official is solely responsible for the retention and archival of content published to personal social media accounts.
5. If an elected or appointed official conducts any City business or communication as an official, or publishes content related to the City or City business from a personal account, professional account, or an account created for a board/committee/commission, the official shall not delete any comments, block users, or otherwise restrict access to the public based on the viewpoints expressed.
6. It is anticipated that from time to time, officials will have access to information that is considered privileged or confidential under North Carolina General Statutes. Such information is typically considered an exception to the public records law and may have specific penalties for inappropriate disclosure. By way of example, such information may include but is not limited to certain personnel information, non-public information from criminal investigations and business trade secrets. Officials must not reveal any confidential or privileged information about the City, its constituents, its employees, or its contractors. Officials must be particularly careful to protect against the inadvertent disclosure of confidential or privileged information.
7. Officials are expressly prohibited from using personal or professional social media to engage in any activity or conduct that violates federal, state, or local law. Officials are also prohibited from using professional social media accounts to circumvent election or campaign requirements, to campaign for re-election or endorse other candidates for public office.
8. Officials are prohibited from deleting posts and related comments regarding any City-related matters to avoid violating North Carolina Public Records Law, N.C. Gen. Stat. § 132-1 et seq.



9. Officials should be mindful that posting content regarding City-related matters could inadvertently result in the violation of the Open Meetings Law if enough other public officials engage on the post, resulting in a quorum. If this occurs, the online conversation should immediately cease with no further posts by the officials and the City Clerk should be notified accordingly.
10. Officials are prohibited from using social media to engage in any activity that constitutes or creates the appearance of a conflict of interest.
11. Officials should use best efforts to limit using social media accounts to communicate with City employees about City-related matters as this creates a public record on employees' personal accounts that must be retained per North Carolina Public Records Law, N.C. Gen. Stat. § 132-1 *et seq.* If elected officials want the City's official pages to respond to a social media inquiry, the following responses are suggested:
 - a. Twitter: "Tagging @CityofSPT on your inquiry so the Administration may respond to you directly."
 - b. Facebook: "Tagging @City of Southport NC on your inquiry so the Administration may respond to you directly."
 - c. Instagram: "Tagging @cityofsouthport on your inquiry so the Administration may respond to you directly."
 - d. Other platforms, such as Nextdoor: "Please contact the City of Southport directly so the Administration may respond to you. You may also submit your inquiry to the Quick Contact Form located on the home page of the City website."

Procedure for Requesting and Maintaining Social Media Accounts for Boards, Committees and Commissions

Boards/Committees/Commissions that use social media are responsible for complying with applicable federal, state, and local laws, regulations, and policies. This includes adherence to laws and policies regarding copyright, use of photographs, public records retention, personnel privacy, First Amendment, HIPAA privacy, the Americans with Disabilities Act, and information security policies established by the City of Southport.

Before a Board/Committee/Commission creates a new social media page on any platform, a written request must first be sent to the City Clerk to share with the City Public Information Officer for approval. The following questions and rationale should be considered and provided in the request:

- a. Why is this social media platform the appropriate outreach tool for the target audience?
- b. Which appointed officials on the board will be responsible for developing the content and design of the platform?
- c. Which appointed officials will be granted administrator access to the site and be responsible for the content management strategy and ongoing updates?
- d. What will be the account's official name?
- e. What type of information and images will be included on the site?



- f. What is an estimate of the number of hours per week time will be dedicated to this site?
 - g. How will time be scheduled to maintain the site?
 - h. How will the site be monitored after hours, during weekends, over holidays, and during crisis events?
 - i. How often are posts anticipated?
 - j. How will a link back to the board/committee/commission official website at www.cityofsouthport.com be provided when appropriate?
1. Once the site is developed, all usernames and passwords associated with the new site must be provided to the City Clerk's Office as well as the City Public Information Officer. If/when the username and password are changed, the new information must be provided to all parties listed above.
 - a. Facebook is the exception to this rule. Usernames and passwords will not be required for Facebook since administrators must use their personal accounts to manage pages. Rather than providing personal information, more than one appointed official on the board/committee/commission must be an administrator on the page, as well as the City Public Information Officer.
 2. The sites must allow others, such as members of the public, to post comments or other visitor-generated content directly to the site. However, user guidelines should clearly be posted on the site. Posted guidelines must include:
 - a. No comments will be allowed that use inappropriate or offensive language.
 - b. No comments that discriminate or are derogatory based on race, color, national origin, religion, gender, age, disability, sexual orientation, or veteran status will be allowed.
 - c. Any user who harasses another user, or who is in violation of the comment guidelines will be removed from the site.
 - d. Any profile that violates the hosting site's terms will be reported to site administrators.
 - e. Any comments that appear to be spam or advertising solicitations not germane to the original post will be removed from the site.
 - f. City of Southport social media sites are subject to applicable North Carolina Public Records Law and can be disclosed to third parties.
 3. Boards/Committees/Commissions should have a process for removing and re-assigning social media management duties when an appointed official ceases their service. Administrator privileges should be revoked on the official's last day of service and immediately re-assigned to a new administrator.
 4. Visitors to board/committee/commission sites cannot be permanently banned or blocked. If visitor-generated content is in violation of the posted guidelines, each comment or post should be reviewed and hidden. Inappropriate comments that are also in violation of the social media site's Terms of Service (TOS) should also be reported directly to the social media platform. Appointed officials administering social media platforms should be aware of the Terms of Service (TOS) of each social media site. Each has its own unique TOS that regulates how users interact using that particular form of media.
 5. If a board/committee/commission social media account has unauthorized activity, i.e. is hacked, the authorized administrators should:



- a. Immediately notify the City Manager and City Public Information Officer.
 - b. Immediately try to regain access to the account.
 - c. Once access to the account is obtained, change the password.
 - d. Delete messages posted by hackers.
 - e. Let followers know that the account was hacked and what is being done to fix the issue.
 - f. Review third-party apps. These could be used by hackers to gain access to accounts.
6. Communication on social media platforms is considered a public record. Posts by the account administrators and any feedback by members of the public will become part of the public record per North Carolina Public Records Law, N.C. Gen. Stat. § 132-1 *et seq.* Always provide links to the board/committee/commission official website for more information, forms, documents, or online services necessary to conduct business with the Board. It is strongly recommended that new or unique information or updates be contained on both the board/committee/commission official website and the social media site. All social media sites are required to be linked to City Clerk's archiving service for public records retention and must also comply with applicable portions of the records retention schedule at <http://archives.ncdcr.gov/For-Government/Retention-Schedules/Local-Schedules>.



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: 05/01/2023 DEPARTMENT: Administration

PRESENTED BY: Dorrie Dutton and Randy Jones

ITEM SPONSORED BY: Administration

ITEM/TOPIC: Amending the Code of Ordinances as it pertains to Boards, Committees and Commissions

COST: n/a BUDGET LINE ITEM: n/a

JUSTIFICATION: This amendment lists all the Committees, Boards and Commissions in the Southport Code of Ordinances and simplifies the terms, expirations, and process of appointment. There is sometimes confusion when terms expire and there might be gaps in between members.

IMPACT IF NOT APPROVED: All terms will remain the same. The Ordinances will remain the same.

DEPARTMENT HEAD COMMENTS: This amendment simplifies the process of reappointment and will make it easier to keep track of when terms expire.
Also, it formally recognizes all the Boards/Committees and Commissions by adding them to the Code of Ordinances. All recommended changes made at the April agenda review meeting have been applied to the drafts. All updates are highlighted and color coded to show the consistency with each section.

CITY MANAGER COMMENTS: Since I have been here, there have been times when questions have arisen as to whose term is up, how to go about filling a vacancy, and making sure all Boards and Commissions have the same process in filling the empty slots. This will make it easier and equitable in knowing the terms for everyone and how to fill vacancies.

ATTACHMENTS: Proposed amendments: Chapter 2 and Chapter 13

REQUESTED ACTION: Please consider approving the amendments to Chapter 2 and Chapter 13 of the Southport Code of Ordinances. This will make it easier for everyone to keep up with term expirations and all Boards and Committees will follow the same procedures.

A public hearing is not required for Code of Ordinance amendments, unless the Board prefers.

PROPOSED MOTION: I make a motion to approve the proposed amendments to Chapter 2 and Chapter 13 of the Code of Ordinances to make all the Boards, Committees, and Commissions follow the same procedures for appointments, term length and expirations.

OR:

I make a motion to set a public hearing for the May Board meeting on the proposed Chapter 2 and Chapter 13 Ordinance amendments.

AN ORDINANCE AMENDING CHAPTER 2. OF THE CITY OF SOUTHPORT CODE OF ORDINANCES AS IT PERTAINS TO BOARD, COMMITTEES AND COMMISSIONS

BE IT ORDAINED, by the Board of Aldermen of the City of Southport that Chapter 2, Article IV, of the Code of Ordinances entitled “Board, Committees and Commissions” is hereby amended to remove, replace, and add the following:

CHAPTER 2. ADMINISTRATION

ARTICLE IV. BOARDS, COMMITTEES AND COMMISSIONS

DIVISION 1: PARKS AND RECREATION COMMITTEE

Sec. 2-161. Creation and Purpose.

That there is hereby created a committee to be known as the Parks and Recreation Committee of Southport. The Parks and Recreation Committee shall advise on matters pertaining to Southport’s parks and recreation facilities and programs. The Committee shall work with the Parks and Recreation Director to recommend new rules and policies that provide guidance governing the operation and appropriate conduct by the public at the City’s recreation facilities including public parks, playgrounds, athletic fields, and gymnasiums.

Sec. 2-162. Membership and term.

Membership in the Parks and Recreation Committee shall consist of six (6) residents from within the City limits, and one (1) resident from the ETJ area. The six (6) City members shall be composed of three (3) members from Ward 1, three (3) members from Ward 2, and one (1) from the ETJ. **The Mayor shall appoint an Alderman to the Committee to act as a liaison(s) between the Parks and Recreation Committee and the Board of Aldermen.** The Parks and Recreation Director shall attend all meetings of the Parks and Recreation Committee and serve as the City staff liaison. **In the absence of the Director, the Assistant Director shall attend the meeting.**

Open positions on the Committee will be advertised by the City in the Spring. Prospective applicants and incumbent members seeking reappointment shall submit an application to the City Clerk by **April 30th. All new applicants will be interviewed by the Chair, Vice Chair, and Board of Aldermen liaison(s),** who will recommend the best candidate(s) to the Board of Aldermen at the next Regular June meeting. The Board of Aldermen will appoint the member(s) from the pool of all prospective applicants. **In the event that the Chair or Vice Chair is being interviewed for another term, the Mayor shall serve on the interview committee. If the Mayor is unavailable, the Mayor Pro-tem shall serve on the interview committee. The Committee will strive to have the same interview committee for every interview.**

Any member desiring to resign from the Parks and Recreation Committee shall submit his/her resignation in writing to the Secretary. Applications will then be accepted by the City Clerk for a period of thirty (30) days following the resignation, to serve on the Committee for the remainder of the term. After the thirty (30) days, the Chair and Board liaison(s) will conduct interviews and make a recommendation to the Board of Aldermen at the next Regular Board of Aldermen meeting.

All appointed members shall serve a term of three (3) years that expires on June 30th in the third year, and terms are staggered to maintain continuity in the Committee. Parks and Recreation Committee members shall serve without compensation. Refer to Table A below for term expiration dates.

Table A. Scheduled Staggered Term Expirations

	JUNE	2023	2024	2025	2026
CITY	Ward 1		1		
	Ward 1		1		
	Ward 1		1		
	Ward 2			1	
	Ward 2			1	
	Ward 2			1	
ETJ	ETJ			1	

(terms 3-years to expire in June of the third year)

Sec. 2-163. Officers and Duties.

The recreation committee shall appoint from its membership a Chair, Vice-Chair, Secretary, and such other officers as it may deem necessary for the orderly procedure of its business. Officers will be nominated by the Committee each year during the first meeting of the term (July), or within sixty (60) days after a mid-term vacancy of an officer. The Committee may adopt by-laws, rules and regulations governing its procedure not inconsistent with the provisions of the state laws.

The duties for each position are as follows:

1. The Chair shall preside over all meetings, sign all official papers, appoint sub-committees, and call special meetings when necessary.
2. The Vice-Chair shall serve in the absence of the Chair.
3. The Secretary shall take the minutes of all meetings.
4. The Parks and Recreation Director shall submit a report of all activities and administration at each regular meeting.

Sec. 2-164. Meetings and Authority.

The regular meeting of the Committee shall be held on the second (2nd) Tuesday of each month. Special meetings shall be called by the Chair. The purpose of the special meeting shall be stated in the notice and given at least forty-eight (48) hours in advance of the meeting date.

Acceptance of an appointment to this Committee signifies an obligation of the appointee. It is the duty of each member to attend every meeting unless prevented by sickness or grave emergency. If a member misses three regular meetings without a reasonable explanation, the Committee shall request the resignation of said member.

More than half of all appointed members of the Committee shall constitute a quorum for the purposes of conducting official meetings. At the discretion of the Chair, a meeting may proceed with less than a quorum in order to conduct routine matters.

After determining a quorum is present, the meetings shall include the following:

1. Call to Order by the Chair
2. Approval of minutes of previous meeting
3. Report from Parks and Recreation Director and any special committees
4. Old business
5. New business
6. Adjournment

Sec. 2-165. Responsibilities.

The Parks and Recreation Committee shall help provide, maintain, promote, and generally advise the parks, playgrounds, athletic fields, and recreational centers owned or controlled by the City of Southport.

Sec. 2-166. Amendments

The Parks and Recreation Committee may amend their By-Laws at any Regular meeting of the Committee by a simple majority vote, provided the amendment was submitted in writing at a previous meeting.

Sec.2-167 through 2-174. Reserved.

DIVISION 2. BEAUTIFICATION COMMITTEE

Sec. 2-175. Purpose.

The purpose of the Beautification Committee shall be to review and recommend action on public beautification projects, in general, and to maintain specific public areas exclusively, including weeding, planting, mulching, pruning, and, in some cases painting and staining.

Sec. 2-176. Membership and Term.

Membership of the Beautification Committee will be limited to nine (9) full members appointed by the Board of Aldermen. All members shall be residents of the greater Southport area, as designated by the zip code 28461. A minimum of six (6) members shall live within the legal City limits. **The Mayor shall appoint an Alderman to the Committee to act as a liaison(s) between the Beautification Committee and the Board of Aldermen.** There will also be a City staff liaison assigned by the City Manager to support the Committee.

Open positions on the Committee will be advertised by the City in the Spring. Prospective applicants and incumbent members seeking reappointment shall submit an application to the City Clerk by **April 30th**. All new applicants will be interviewed by the Chair, Vice Chair, and Board of Aldermen liaison(s), who will recommend the best candidate(s) to the Board of Aldermen at the next Regular June meeting. The Board of Aldermen will appoint the member(s) from the pool of all prospective applicants. **In the event that the Chair or Vice Chair is being interviewed for another term, the Mayor shall serve on the interview committee. If the Mayor is unavailable, the Mayor Pro-tem shall serve on the interview committee. The Committee will strive to have the same interview committee for every interview.**

Any member desiring to resign from the Beautification Committee shall submit his/her resignation in writing to the Secretary. Applications will then be accepted by the City Clerk for a period of thirty (30) days following the resignation, to serve on the Committee for the remainder of the term. After the thirty (30) days, the Chair, Vice Chair, and Board Liaison(s) will conduct interviews and make a recommendation to the Board of Aldermen at the next Regular Board of Aldermen meeting.

All appointed members shall serve a term of three (3) years that expires on June 30th in the third year, and terms are staggered to maintain continuity in the Committee. Beautification Committee members shall serve without compensation. Refer to Table A below for term expiration dates.

Table A. Scheduled Staggered Term Expirations

June	2023	2024	2025	2026
City Resident (6+)	4		1	
Other Member (3)			3	

(terms 3-years to expire in June of the third year)

Sec. 2-177. Officers and Duties

The Officers of the Committee shall be Chair, Vice-Chair, Secretary and Treasurer. Officers will be nominated by the Committee during the first meeting of a new term (July), or within sixty (60) days after a mid-term vacancy of an officer.

The duties for each position are as follows:

1. The Chair shall issue an agenda prior to each meeting, shall preside over all meetings, sign all official papers, call special meetings as necessary, approve all expense reimbursements in advance of individual outlay, and perform all such duties usually bestowed upon a Chairman.
2. The Vice-Chair shall serve in the absence of the Chair.
3. The Secretary shall maintain and publish complete minutes of each meeting, be responsible for all Committee correspondence, and keep and maintain a membership attendance record.
4. The Treasurer shall maintain and publish a financial report at each meeting, which keeps track of expenses incurred and budgeted funds remaining to spend and be responsible for submitting check requests to the City Finance Director for individual reimbursement of approved expenses incurred.

Sec. 2-178. Meetings and Authority

The regular meeting of the Committee shall be held on the third (3rd) Monday of each month. Special meetings shall be called by the Chair. The purpose of the special meeting shall be stated in the notice and given at least forty-eight (48) hours in advance of the meeting date.

Acceptance of an appointment to this Committee signifies an obligation of the appointee. It is the duty of each member to attend every meeting unless prevented by sickness or grave emergency. If a

member misses three regular meetings without a reasonable explanation, the Committee shall request the resignation of said member.

More than half of all appointed members of the Committee shall constitute a quorum. At the discretion of the Chair, a meeting may proceed with less than a quorum in order to conduct routine matters.

After determining a quorum is present, the meetings shall include the following:

1. Call to Order by the Chair
2. Approval of minutes of previous meeting
3. Report of standing or special committees
4. Old business
5. New business
6. Adjournment

Sec. 2-179. Amendments

The Beautification Committee may amend their By-Laws at any Regular meeting of the Committee by a simple majority vote, provided the amendment was submitted in writing at a previous meeting.

Secs. 2-180 through 2-191. Reserved.

DIVISION 3. HISTORIC PRESERVATION COMMISSION.

Sec. 2-192. Creation and Appointment

There is hereby created, pursuant to G.S. § 160D-303, a historic preservation commission, hereafter referred to as the “Commission.” The Commission shall consist of seven (7) full members and two (2) alternate members, who shall be appointed by the Board of Aldermen. All members appointed to the Commission shall, before entering their duties, qualify by taking an oath of office as required by G.S. § 160D-309. Initially appointed terms shall be staggered so that two (2) members serve a one-year term, three (3) members serve a two-year term, and two (2) members serve a three-year term. Thereafter, the Board of Aldermen shall appoint members to terms of three (3) years. (Refer to Table A below for the initial term expiration dates).

Table A. Scheduled Staggered Term Expirations.

June	2023	2024	2025	2026
Full Members		2	3	2
Alternates				2

(all terms become 3-year after the original term expires)

Open positions on the Commission will be advertised by the City in the Spring. Prospective applicants and incumbent members seeking reappointment shall submit an application to the City Clerk by **April 30th**. All new applicants will be interviewed by the Chair, Vice Chair and Board of Aldermen liaison(s), who will recommend the best candidate(s) to the Board of Aldermen at the next

Regular June meeting. The Board of Aldermen will appoint the member(s) from the pool of all prospective applicants. In the event that the Chair or Vice Chair is being interviewed for another term, the Mayor shall serve on the interview committee. If the Mayor is unavailable, the Mayor Pro-tem shall serve on the interview committee. The Commission will strive to have the same interview committee for every interview.

Any member desiring to resign from the Commission shall submit his/her resignation in writing to the Secretary. Applications will then be accepted by the City Clerk for a period of thirty (30) days following the resignation, to serve on the Commission for the remainder of the term. After the thirty (30) days, the Chair, Vice Chair and Board liaison(s) will conduct interviews and make a recommendation to the Board of Aldermen at the next Regular Board of Aldermen meeting.

Alternate members shall not be entitled to vote on matters before the Historic Preservation Commission except when a full member is absent from a duly called meeting and is specifically indicated by a majority of regular members. All full and alternate members of the Historic Preservation Commission must be residents within the corporate limits of the City of Southport.

The Mayor shall appoint an Alderman(s) to the Committee to act as a liaison(s) between the Historic Preservation Commission and the Board of Aldermen. The liaison is not a voting member but can observe and discuss ongoing reviews. At least one (1) member of the City's Planning Department staff will be assigned to serve as administrator to ensure and facilitate enforcement of the provisions of this ordinance.

Sec. 2-193 Qualification of Members

A majority of the members of the Commission shall have demonstrated education, experience, special interest, or a combination thereof, in historic preservation, history, architecture, architectural history, archaeology, cultural anthropology, planning, or related field.

Sec. 2-194 Rules of Procedure

a. The Commission shall adopt rules of procedure necessary to the conduct of its affairs and in keeping with the provisions of this ordinance. The rules of procedure shall provide for at least the following:

1. Selection of Commission officers.
 - i. The Officers of the Commission shall be Chair, and Vice-Chair. Officers will be nominated by the Historic Preservation Commission during the first meeting of a new term (July), or within sixty (60) days after a mid-term vacancy of an officer.
2. Time and place of regular meetings and calling of special meetings.
3. Procedure for conduct of public hearings.
4. Keeping of minutes and Commission records.
5. Conduct of voting.
6. Conflicts of interest policy.

7. Attendance policy.
 8. Forms to be used in applying for Certificates of Appropriateness.
 9. Sufficient project information to make sound determinations regarding applications for Certificates of Appropriateness.
 10. List of minor work for which the City Staff may issue Certificates of Appropriateness.
- b. The Commission shall meet at least quarterly. All meetings shall be conducted in accordance with the North Carolina Open Meetings Law, G.S. Chapter 143, Article 33C (G.S. §§ 143-318.9 to 318.18).
 - c. The Commission shall annually present to the Board of Aldermen a report of its activities, budget, findings, recommendations, and actions, which shall be made available to the public.

Sec. 2-195 through Sec. 2-199 are unchanged from the current Code.

Sec. 2-200. through Sec. 2-204. Reserved.

DIVISION 4. FORESTRY COMMITTEE

Sec. 2-205. Purpose

The purpose of the Forestry Committee shall be to review and recommend actions to preserve and enhance the community's trees. Recognizing that the historical personality of the City is in part defined by its trees, in particular the live oaks. The Committee's actions will include:

1. Protection of existing trees;
2. Tree replenishment;
3. Public Education;
4. Other functions related to the community's forest environment.

Sec. 2-206. Membership and Terms

Membership in the Forestry Committee is limited to seven (7) full members as appointed by the Board of Aldermen. The Board of Aldermen can appoint "alternate" members, at the recommendation of the Committee Chair. The alternate members will not have regular voting privileges unless voted in by a majority of regular members. In the absence of a full member, the corresponding (City or ETJ) alternate may be voted in with voting privileges. If the corresponding alternate is absent, either alternate may be voted into the meeting with full voting privileges. All full and alternate members of the Forestry Committee must be residents of the City or the ETJ area.

The Committee may also retain "consulting members" who have particular skills or expertise beneficial to the Committee's purpose. Any person possessing these skills or expertise, including City employees, may serve on the Committee as a "consulting member" with the approval of the Committee Chair. The Mayor shall appoint an Alderman(s) to the Forestry Committee to act as a liaison(s) who shall be entitled to all privileges except making a motion, voting, or holding office. There shall also be a City staff liaison assigned by the City Manager to support the Committee.

Open positions on the Committee will be advertised by the City in the Spring. Prospective applicants and incumbent members seeking reappointment shall submit an application to the City Clerk by **April 30th**. All applicants will be interviewed by the Chair, Vice-Chair and Board of Aldermen liaison, who will recommend the best candidate(s) to the Board of Aldermen at the next Regular June meeting. **In the event that the Chair or Vice Chair is being interviewed for another term, the Mayor shall serve on the interview committee. If the Mayor is unavailable, the Mayor Pro-tem shall serve on the interview committee. The Commission will strive to have the same interview committee for every interview.** The Board of Aldermen will appoint the member(s) from the pool of all prospective applicants.

Any member desiring to resign from the Committee shall submit his/her resignation in writing to the Secretary. Applications will then be accepted by the City Clerk for a period of thirty (30) days following the resignation, to serve on the Committee for the remainder of the term. After the thirty (30) days, the Chair and Board liaison will conduct interviews and make a recommendation to the Board of Aldermen at the next Regular Board of Aldermen meeting.

All appointed members shall serve a term of three (3) years that expires on June 30th in the third year, and terms are staggered to maintain continuity in the Committee. Forestry Committee members shall serve without compensation. (Refer to Table A below for term expiration dates.)

Table A. Scheduled Staggered Term Expirations

	June	2023	2024	2025	2026
City/ETJ Resident (7)			1	6	
Alternates			1	1	
Consultants	Serve at their will with approval of the Forestry Committee Chair				

(terms 3-years to expire in June of the third year)

Sec. 2-207. Officers and Duties

The Officers of the Committee shall be the Chair, Vice Chair, and Secretary. Officers will be nominated by the Forestry Committee during the first meeting of a new term (July), or within sixty (60) days after a mid-term vacancy of an officer.

The duties for each position are as follows:

1. The Chair shall issue an agenda prior to each meeting, shall preside at all meetings, sign all official papers, call special meetings as necessary, and perform all such duties usually bestowed upon a Chairman.
2. The Vice-Chair shall serve in the absence of the Chair.
3. The recording Secretary shall maintain and publish complete minutes of each meeting, be responsible for all committee correspondence and keep and maintain membership attendance records.

Sec. 2-208. Meetings and Authority

The regular meeting of the Forestry Committee shall be held the second Tuesday of each month, at 5:00 p.m., at the Indian Trail Meeting Hall. Special meetings shall be called by the Chair. The purpose of the special meeting must be stated in the notice and there shall be at least (48) hours before the meeting date.

Acceptance of an appointment to this Committee signifies an obligation of the appointee, and it is the duty of each member to attend every meeting unless prevented by sickness or grave emergency. If a member misses three regular meetings without a reasonable explanation, the Committee shall request the resignation of said member and shall request the Board of Aldermen to fill the vacancy.

Four members of the Committee shall constitute a quorum.

After determining a quorum is present, the meetings shall include the following:

1. Call to Order
2. Approval of Minutes of the previous meeting
3. Report of standing or special committees
4. Old/Recurring Business
5. New Business
6. Adjournment

Sec. 2-209. Amendments

The Forestry Committee may amend its By-Laws at any Regular meeting of the Committee by a simple majority vote, provided the amendment was submitted in writing at a previous meeting.

Secs. 2-210. through 2-214. Reserved

DIVISION 5. LOCAL ABC BOARD

Sec. 2-215. Purpose

The local ABC Boards serve the City responsibly by controlling the sale of spirituous liquor and promotion customer friendly, modern, and efficient stores.

Sec. 2-216. Membership and Terms

The City of Southport local ABC Board shall consist of five (5) members, who are appointed by the Board of Aldermen. The Board of Aldermen shall appoint members of a local board based on the appointees' interest in public affairs, good judgement, knowledge, ability, and moral character. **The Mayor shall serve or appoint an Aldermen to serve as a liaison between the ABC Board and the Board of Aldermen.** The Store Manager shall serve the local board in an administrative role.

Open positions on the Board will be advertised by the City in the Spring. Prospective applicants and incumbent members seeking reappointment shall submit an application to the City Clerk by **April 30th**. All new applicants will be interviewed by the Chair, Vice Chair, and Board of Aldermen liaison, who will recommend the best candidate(s) to the Board of Aldermen at the next Regular June meeting. **In the event that the Chair or Vice Chair is being interviewed for another term, the Mayor shall serve on the interview committee. If the Mayor is unavailable, the Mayor Pro-tem shall serve on the interview committee. The Commission will strive to have the same interview committee for every interview.** The Board of Aldermen will appoint the member(s) from the pool of all prospective applicants.

Any member desiring to resign from the ABC Board shall submit his/her resignation in writing to the Secretary. Applications will then be accepted by the City Clerk for a period of thirty (30) days following the resignation, to serve on the ABC Board for the remainder of the term. After the thirty (30) days, the Chair, Vice Chair, and Board liaison(s) will conduct interviews and make a recommendation to the Board of Aldermen at the next Regular Board of Aldermen meeting.

All appointed members shall serve a term of three (3) years that expires on June 30th in the third year, and terms are staggered to maintain continuity in the Board. Officers of the ABC Board shall be the Chair, which will be nominated by the ABC Board. The Chair shall preside over all meetings, call special meetings as necessary, and perform all duties usually bestowed on a Chair. The ABC Store Manager shall act as Secretary of the Board. Refer to Table A below for term expiration dates.

Table A. Scheduled Staggered Term Expirations

June	2023	2024	2025	2026
Full Members (5)	1		2	2

(terms 3-years to expire in June of the third year)

Sec. 2-217. Duties of ABC Board

A local ABC Board is governed by North Carolina General Statute Chapter 18B: Regulation of Alcoholic Beverages. The local governing board appoints the members and reviews all sales reports, and store updates. General operation of the store and personnel matters is the responsibility of the ABC Store Manager and members of the local ABC Board.

All other regulations and responsibilities of the ABC Board are included in Chapter 18B, Articles 7 and 8 of the North Carolina General Statutes.

NOW, THEREFORE, BE IT ORDAINED by the City of Southport Board of Aldermen that the proposed Code of Ordinances amendment of Chapter 2, Article IV: Boards, Committees and Commissions, is hereby adopted and shall become effective immediately. All provisions of any City ordinance or resolution in conflict with this Ordinance are hereby repealed.

The foregoing Ordinance, having been submitted to a vote, received the following vote, and was duly adopted this the ____ day of April 2023.

Ayes: _____

Noes: _____

Absent or Excused: _____

Joseph P. Hatem, M.D., M. P. H.
Mayor, City of Southport

Dorothy Dutton, Asst City Manager/Clerk

AN ORDINANCE AMENDING CHAPTER 13. OF THE SOUTHPORT CODE OF ORDINANCES AS IT PERTAINS TO THE PLANNING BOARD AND BOARD OF ADJUSTMENT

BE IT ORDAINED by the Board of Aldermen of the City of Southport that Chapter 13 of the Code of Ordinances entitled “Planning” is hereby amended as follows:

CHAPTER 13. PLANNING

ARTICLE II. PLANNING BOARD

Sec. 13-26. Membership and vacancies. (revised section)

The Planning Board shall consist of seven (7) members and two (2) alternate members. Five (5) members and one (1) alternate member shall be citizens and residents of the City and shall be appointed by the Board of Aldermen. Two (2) members and one (1) alternate member shall be citizens and residents of the extra-territorial jurisdiction of the City as described pursuant to G.S. § 160D-201 *et seq.* and shall be appointed by the County Board of Commissioners pursuant G.S. § 160D-307. Alternate members shall not be entitled to vote on matters before the Planning Board except when a regular Planning Board member is absent from a duly called meeting. In that situation, the city alternate shall serve as a regular city member and the ETJ alternate shall serve as a regular ETJ member. Both shall have the same privileges as the regular members and may count for quorum purposes and vote if the absent member is a city member. In the instance that the City or ETJ alternate is unavailable, the other may be voted in as a full member. All members appointed to the Planning Board shall, before entering their duties, qualify by taking an oath of office as required by G.S. § 160D-309.

All Planning Board members shall serve a term of three years. The terms are staggered and run from July through June of the third year. (Refer to Table A at the end of this section for the term expiration dates). The Mayor shall appoint up to two (2) Aldermen to the Planning Board to act as a liaison(s) between the Planning Board and the Board of Aldermen.

Open positions on the Planning Board will be advertised by the City in the Spring. Prospective applicants and incumbent members seeking reappointment shall submit an application to the City Clerk by April 30th. All applicants will be interviewed by the Chair, and Board of Aldermen liaison(s), who will recommend the best candidate(s) to the Board of Aldermen at the next Regular June meeting. The Board of Aldermen will appoint the member(s) from the pool of all prospective applicants. In the event that the Chair or Vice Chair is being interviewed for another term, the Mayor shall serve on the interview committee. If the Mayor is unavailable, the Mayor Pro-tem shall serve on the interview committee. The Committee will strive to have the same interview committee for every interview.

Any member desiring to resign from the Board shall submit his/her resignation in writing to the City Clerk. Applications for the open position shall then be accepted by the City Clerk for a period of thirty (30) days following the resignation, to serve on the Board for the remainder of the term. After the thirty (30) days, the Chair, Vice Chair, and liaison will interview all applicants, and will make a recommendation to the Board of Aldermen at the next Regular Board of Aldermen meeting.

Faithful attendance at the meetings of the Planning Board is considered a prerequisite for the maintenance of membership on the Board. A vacancy shall exist on the Board if a member is absent from twenty-five (25) percent or more of the Board's meetings within a twelve (12) month period of time and said vacancy may be declared and filled by the Board of Aldermen.

The Officers of the Planning Board shall be the Chair and Vice Chair. Officers shall be nominated by the Planning Board during the first meeting of the new term (July), or within sixty (60) days after a mid-term vacancy.

Table A. Scheduled Staggered Term Expirations

	JUNE	2023	2024	2025	2026
CITY	FULL # to exp		1	3	1
	ALT # to exp				1
ETJ	FULL # to expire		2		
	ALT # to expire	1			

(terms 3-years to expire in in June of the third year)

Sec. 13-27 through 13-37 are unchanged.

ARTICLE III. BOARD OF ADJUSTMENT (new article)

Sec. 13-31. Membership and vacancies.

The Board of Adjustment shall consist of seven (7) members and two (2) alternate members. Five (5) members and one (1) alternate member shall be citizens and residents of the city and shall be appointed by the Board of Aldermen. Two (2) members and one (1) alternate member shall be citizens and residents of the extra-territorial jurisdiction of the City as described in G.S. § 160D-201 *et seq.* and shall be appointed by the County Board of Commissioners pursuant to G.S. § 160D-307. Alternate members shall not be entitled to vote on matters before the Board of Adjustment except when a regular Board of Adjustment member is absent from a duly called meeting. In that situation, the city alternate shall serve as a regular city member and the ETJ alternate shall serve as a regular ETJ member. Both shall have the same privileges as the regular members and may count for quorum purposes and vote if the absent member is a city member. In the instance that the City or ETJ alternate is unavailable, the other may be voted in as a full member. All members appointed to the Board of Adjustment shall, before entering their duties, qualify by taking an oath of office as required by G.S. § 160D-309.

All members shall serve a term of three years. The terms are staggered and run from July through June of the third year. (Refer to Table A at the end of this section for the initial term expirations dates). The Mayor shall appoint an Alderman(s) to act as a liaison(s) between the Board of Adjustment and the Board of Aldermen.

Open positions on the Board of Adjustment will be advertised by the City in the Spring. Prospective applicants and incumbent members seeking reappointment shall submit an application to the City Clerk by April 30th. All applicants will be interviewed by the Chair, Vice Chair, and Board liaison, who will

recommend the best candidate(s) to the Board of Aldermen at the next Regular June meeting. In the event that the Chair or Vice Chair is being interviewed for another term, the Mayor shall serve on the interview committee. If the Mayor is unavailable, the Mayor Pro-tem shall serve on the interview committee. The Committee will strive to have the same interview committee for every interview.

Any member desiring to resign from the Board of Adjustment shall submit his/her resignation in writing to the City Clerk. Applications for the open position shall then be accepted by the City Clerk for a period of thirty (30) days following the resignation, to serve on the Board for the remainder of the term. After the thirty (30) days, the Chair, Vice Chair, and liaison will interview all applicants, and will make a recommendation to the Board of Aldermen at the next Regular Board of Aldermen meeting.

Faithful attendance of the meetings of the Board is considered a prerequisite for the maintenance of membership on the Board. A vacancy shall exist on the Board if a member is absent from twenty-five (25) percent or more of the Board's meetings within a twelve (12) month period of time and said vacancy may be declared and filled by the Board of Aldermen.

The Officers of the Board of Adjustment shall be the Chair and Vice Chair. Officers shall be nominated each July when the new terms begin, or within sixty (60) days of a mid-term vacancy of an officer.

Table A. Scheduled Staggered Term Expirations

	JUNE	2023	2024	2025	2026
CITY	FULL # to expire		1	3	1
	ALT # to expire				1
ETJ	FULL # to expire		2		
	ALT # to expire	1			

(terms 3-years to expire in June of the third year)

Sec. 13-32. Organization, rules, meetings, records.

Within thirty (30) days after appointment, the Board of Adjustment shall meet and elect its Officers. Other Officer positions may be created as needed. The Board shall adopt rules for transaction of its business and shall keep a record of its members' attendance and of its findings, conditions imposed and recommendations, which record shall be a public record. The Board shall hold meetings as needed on a monthly basis. The regular meetings shall take place on the fourth Tuesday of each month, and the meetings shall be open to the public. There shall be a quorum of four (4) members for the purpose of taking any official action required by this article.

Sec. 13-33. General powers and duties.

It shall be the duty of the Board of Adjustment, in general, to:

1. Decide whether variances from the requirements of the Unified Development Ordinance should be granted.
2. Hear, review, and decide appeals from any final order, final decision of this ordinance, or official determination made by the UDO Administrator. Administratively review appeals from interpretation and enforcement of the UDO by an official.
3. Hear and decide applications for Special Use Permits, as specified in the UDO.

4. Pass upon, decide, or determine such other matters as may be required by the UDO.

Sec. 13-34. Quasi-Judicial Decisions

The Board of Adjustment shall make decisions based on the competent, material, and substantial evidence submitted into the record and subject to the procedures of G.S. § 160D-406. Each quasi-judicial decision shall be put into writing and signed by the Chairman. The quasi-judicial decision is effective upon filing the final written decision with the Clerk to the Board of Adjustment. The decision shall be delivered to the applicant or other parties of interest by personal delivery, electronic mail, or first-class mail. When first-class mail is used, an additional three (3) days shall be added to the time. The final decision of the Board of Adjustment is subject to an appeal process with the superior courts by filing a petition for writ of certiorari pursuant to G.S. § 160D-1402. All appeals shall be filed with the clerk of superior court within thirty (30) days after the Board of Adjustment's decision is filed with the Clerk to the Board or delivered to the applicant, whichever is later.

Sec. 13-29. Conflict of Interest.

Pursuant to G.S. § 160D-109(d), a member of the Board of Adjustment shall not participate in or vote on any quasi-judicial matter in a manner that would violate an affected persons' constitutional right to an impartial decision maker. Impermissible conflicts include, but are not limited to, a member having a fixed opinion prior to hearing the matter that is not susceptible to change, undisclosed ex parte communications, a close familial, business, or other associational relationship with an affected person, or a financial interest in the outcome of the matter. If an objection is raised to a member's participation and that member does not recuse himself or herself, the remaining members shall by majority vote on the objection. Vacant positions and Board members who are disqualified from voting shall not be considered "members of the board" for calculation of the requisite majority if there are no qualified alternates available to take the place of such members. In addition, members of the Board of Adjustment shall not engage in any ex parte communications with the applicant(s), or any other involved party.

Sec. 13-31. Zoning ordinance.

The Board of Adjustment may initiate, from time to time, proposals for amendment of the zoning ordinance, based upon its studies and review of the UDO.

NOW, THEREFORE, BE IT ORDAINED by the City of Southport Board of Aldermen that the proposed Code of Ordinances amendment of Chapter 13: Planning is hereby adopted and shall become effective immediately. All provisions of any City ordinance or resolution in conflict with this Ordinance are hereby repealed.

The foregoing Ordinance, having been submitted to a vote, received the following vote and was duly adopted this the ____ day of April 2023.

Ayes: _____

Noes: _____

Absent or Excused: _____

Joseph P. Hatem, M.D., M.P.H.
Mayor, City of Southport

Dorothy Dutton, Asst City Manager/City Clerk



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: 05/04/2023 DEPARTMENT: Public Services

PRESENTED BY: _____

ITEM SPONSORED BY: _____

ITEM/TOPIC: System Development Fees and Utility Rate Study

COST: \$75,000 BUDGET LINE ITEM: 31-91-7130-4400

JUSTIFICATION: The General Statutes mandate a that a system development fee study be completed every five years, at least. 2023 is the City's fifth year. In addition, a utility rate study will help the City work with the Financial Advisors in more depth, and also ensure we are not charging to little or too much.

IMPACT IF NOT APPROVED: If we do not follow the statutes, we might be challenged by a property owner and our fees might be declared as unreasonable. In addition, the City doesn't want to lose revenue.

DEPARTMENT HEAD COMMENTS: Public Services, Development Services and Utilities are ready to move forward with these studies. We have requested separate contracts from Withers Ravenel. They will try to have a copy of the contracts before the Board meeting on Thursday, May 11, 2023.

CITY MANAGER COMMENTS: The Rate Committee had wanted to have this done when they met a few ago. We went out for qualifications and received the one response. This company does have a very good reputation for doing financial studies so they should be able to carry out this study in an efficient manner.

ATTACHMENTS: _____

REQUESTED ACTION: Approve/select Withers Ravenel as the Engineering firm to complete the System Development Fee Study and the Utility Rate Study. Also authorize the City Manager to sign the contract.

PROPOSED MOTION: I move to select Withers Ravenel to conduct the City of Southport's System Development Fee Study and Utility Rate Study and authorize the City Manager to sign the contract.

April 26, 2023

Dorothy Dutton, Clerk
City of Southport
1029 North Howe Street
Southport, NC 28461



SUBJECT: SYSTEM DEVELOPMENT FEE STUDY UPDATE & UTILITY SYSTEM RATE STUDY

Dear Ms. Dutton and Members of the Selection Committee:

The City of Southport is proactively positioning itself for the future by seeking a System Development Fee Study Update and Utility System Rate Study to ensure continued, cost-effective, and efficient water distribution service to its 4,000 customers. WithersRavenel has experience helping municipalities across the state with water planning, modeling, land-use planning, GIS, asset management, and a host of other engineering, planning, and financial services. We assist communities by helping them target short- and long-term challenges so they can implement meaningful solutions. We are uniquely equipped to offer a seamless evaluation of your water system from project kickoff to completion.

Our project team offers the following expertise and strengths for your project:

Rate study and financial analysis. WithersRavenel has developed a streamlined process for calculating rates and evaluating capital improvement plan scenarios that would enable the City of Southport to set fair and equitable rates for its new water customers while economically and sustainably fulfilling its debt service. Our approach begins with diving deep into your data to understand the current situation. We then consider known and projected future needs, compared against similarly sized and structured utility systems to provide the most reliable estimates. This enables us to provide a 10-year forecast of revenues, operation and maintenance expenses, and capital improvement costs, which is the foundation of setting a fiscally responsible 5-year rate structure for your utility service. These calculations are performed using a model developed by WithersRavenel, presented in a concise final report to our client.

System development fees. WithersRavenel and subconsultant Willdan have partnered to perform system development fee analysis work across North Carolina for 2023 updated studies in compliance with NCGS 162A, Article 8. Work performed includes the identification of system capacities and the three allowable methods of calculation: Buy-In, Incremental/Marginal and Combined methodology. To provide the greatest level of insight into proposed fees for Southport, benchmarks against other communities for a standard residential-sized water meter representing 1 ERU are provided.

Local government financial services experience. WithersRavenel project manager Shannon Moore has a proven record of more than 20 years in financial services, with 12 years in the NC Local Government utilities sector. She has also served as a municipal finance director, which included financial analysis and rate study work. Willdan project manager Daryll Parker has performed more than 150 projects in the Carolinas over the last 25 years. Both firms and project managers have a record of providing projects on time and within budget. Our team has an understanding of Southport's current need for a timely updated system development fees study.

Sincerely,

WITHERSRAVENEL, INC.

A handwritten signature in black ink that reads "Shannon Moore".

Shannon Moore
Project Manager & Point of Contact
Director of Financial Services, WithersRavenel
424 Gallimore Dairy Road, Suite C
Greensboro, NC 27409
919-978-3862
smoore@withersravenel.com

Daryll Parker
Principal Consultant
Project Manager, Willdan
200 South Orange Avenue, Suite 1550
Orlando, FL 32801
407-409-8755
dparker@willdan.com



Proposed Scope of Services/Approach

SCOPE BREAKDOWN UTILITY RATE STUDY

Task 1: Project Planning/Management

- » Conduct a project planning working session with the City Manager and stakeholders to review project objectives, key assumptions, and project schedule
- » Assess progress at strategic milestones during the project
- » Conduct working sessions with the project leadership group (PLG) to review project objectives, report drafts, key operational parameters, internal processes and gathered data and information

Task 2: Data Collection

- » Collect all relevant technical, organizational and financial information required for the project
- » Review existing program plans, capital project plans, cost estimates, financial information for the water and sewer fund, including current budget and past audits, current user information, debt status, and inter-local agreements
- » Meet with the City Manager and the PLG to discuss key project and financial objectives, assumptions and other considerations that relate to the present or future financial status of the water and sewer fund

Task 3: Capital Improvement Plan

- » Review the City's Capital Improvement Plan (CIP) for the water and sewer fund and summarize capital water and sewer funding assumptions for proposed projects, along with related debt service requirements
- » Work with the City to develop assumptions related to certain financial issues and events, review relevant questions and assumptions with the PLG, and summarize all assumptions regarding capital outlay and debt water and sewer funded capital projects
- » Develop a presentation that summarizes the CIP and is compatible with the financial analysis model
- » Draft the CIP component of the financial analysis and review the draft with the PLG

Task 4: Water and Sewer Fund Financial Analysis

- » Collect and review historic financial data regarding program revenues, expenditures, debt, and other factors having potential to influence financial trends for the water and sewer fund
- » Prepare a 10-year financial analysis model for the water and sewer fund, which would encompass at least five years of financial history, the current fiscal cycle and ten years of forecasts

- » Estimate the extent to which projected program revenues exceed or fall short of estimated program expenditures, considering projected operating expenditure trends, capital asset water and sewer funding, and other related financial trends, assumptions, and events
- » Obtain agreement from the City on the assumptions to support the financial model
- » Establish key financial benchmarks for unrestricted net assets, annual net income, and reserves as measures of water and sewer fund sustainability
- » Assess the implications of projected financial trends for user rates, reserves, and water and sewer fund balances over the 10-year study period
- » Meet with the PLG to review and refine the financial analysis model and all related assumptions

Task 5: Water and Sewer Rate Study

- » Create a water and sewer rate model for the City's existing rate structure and calibrate the model to current fund revenues
- » Prepare alternative water and sewer rate structures for users to be inserted into the rate model and compare the revised structures against established revenue requirements while considering affordability
- » Review viable and defensible alternative rate structure with the PLG for consistency with project objectives
- » Work with the PLG to select a rate structure for the City and develop a plan to implement the new structure to accomplish the revenue forecasts established in the financial analysis

Task 6: Preparation of Final Deliverables

- » Prepare a draft Financial Analysis Memorandum that summarizes the findings from the Project
- » Review the draft with the City Manager and incorporate comments and input into the final Financial Analysis Memorandum
- » Provide the final Financial Analysis Memorandum to the City
- » Conduct working sessions with the City Manager and PLG
- » Present findings to the Board



Proposed Scope of Services/Approach

SCOPE BREAKDOWN SDF STUDY UPDATE

Task 5: Incremental/Marginal Cost Analysis

Functional Allocation of CIP

- » The most current CIP will be reviewed and summarized, and the level of future growth/capacity related capital expenditures will be identified to determine the projected amount of growth-related capital expenditures to be incurred during the planning horizon
- » This task will involve the identification of planned capital project costs incurred as a result of customer growth and will include utilization of information provided in Master Plans or other engineering reports prepared for the utility (if available)
- » The analysis will include costs of construction or expansion that are necessitated by and attributable to new development. The planned capital costs will be allocated between major facility components of treatment and transmission/collection

Determination of Applicable Credits

- » The analysis will include a credit against the projected aggregate cost of water and/or wastewater capital improvements. The credit will be determined based upon generally accepted calculations and will reflect a deduction of outstanding debt principal. As required by NCGS 162A, Article 8, the credit will be no less than 25% of the aggregate cost of the planned capital improvements

Task 6: Calculation of System Development Fees

Buy-In Method

- » The asset values, as adjusted for applicable credits, and capacity information will be utilized to develop SDF that equitably recover the capacity-related cost of existing water and wastewater facilities

Incremental/Marginal Cost Method

- » The applicable growth-related project costs, delineated between treatment and distribution/collection related, and the capacity added by those projects will be utilized to develop SDF that equitably recovers the cost of future growth-related projects

Combined Cost Method

- » The buy-in and incremental/marginal cost methods will be combined to calculate the water and wastewater SDF. The calculation methodology will separate SDF by major utility component (treatment and transmission/collection)

- » The proposed fees will include an equivalency or conversion table for use in determining the fees applicable for various categories of demand

Task 7: Neighboring Utility Comparisons

- » In order to provide the City with additional insight regarding the development and application of the SDF, the team will provide comparisons to show the SDF for a new residential water and wastewater connection that receives service (from the subject utility or other local provider) through a standard residential-sized water meter (representative of 1 ERU) calculated under the existing and proposed fees of the City, and those of the other utility systems

Task 8: Draft Report

- » The team will prepare a draft report which documents and demonstrates the reliable application of the methodologies to the facts and data, including all reasoning, analysis, and interim calculations underlying each identifiable component of the SDF
- » The draft report will identify all assumptions and limiting conditions affecting the analysis and will demonstrate that they do not materially undermine the reliability of conclusions reached
- » The draft report will be provided to staff for review and comment prior to posting on the website for public comment

Task 9: Addressing Public Comment

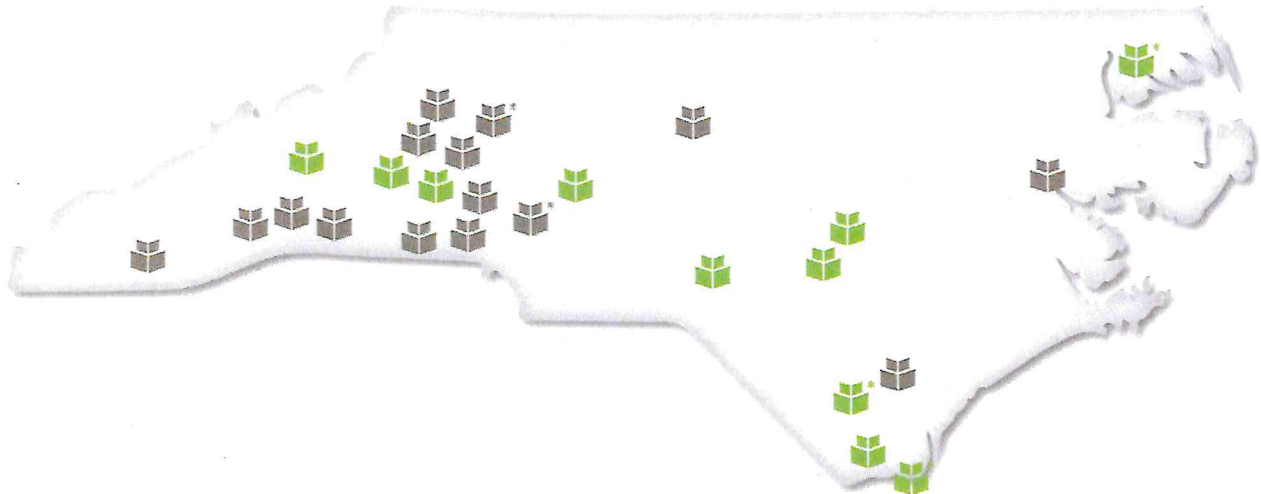
- » After City posts the analysis on its website for not less than 45 days, the team will review written comments submitted to consider modifications and revisions to the analysis
- » The team will incorporate needed changes into the final SDF report document

Task 10: Final Report

- » The team will provide a final SDF document electronically for the SDF project

Project Experience

Rate Study, CIP, and Financial Analysis Experience



Rate Study WITH CIP/FINANCIAL ANALYSIS

- › Beaufort County
- › Liberty
- › Caldwell County
- › Conover
- › Hickory
- › Bessemer City
- › Newton
- › Lenoir
- › Lake Lure
- › Hendersonville
- › Spindale
- › Franklin
- › Elizabethtown
- › East Spencer*
- › Taylorsville*

CIP/Financial Analysis

- › Salisbury
- › Valdese
- › Aberdeen
- › Catawba County
- › Maggie Valley Sanitary District
- › Dunn
- › Benson
- › Shallotte
- › Clarkston*
- › Hertford*
- › Bald Head Island*

* currently under contract

Willdan's Recent Rate and System Development Fee Study Fee Experience



Client	Project	Status
Town of Carolina Beach	Rate and System Development Fee Study	Completed
Town of Fuquay-Varina	Rate and System Development Fee	Completed
Town of Harrisburg	Rate and System Development Fee	Completed
City of Gastonia	Rate and System Development Fee	Completed
Harnett County	Rate and System Development Fee	In Progress
Town of Lillington	Rate and System Development Fee	In Progress
Town of Weaverville	Rate and System Development Fee	In Progress

APRIL 2023 SALES DATA COMPARISON AND SAVINGS

SALES TYPE	2022 Sales	2023 SALES	DIFFERENCE	% CHANGE
RETAIL	\$ 330,551.50	\$ 351,063.85	\$ 20,512.35	6.21
MXB SALES	\$ 148,518.05	\$ 163,220.21	\$ 14,702.16	9.90
TOTAL	\$ 479,069.55	\$ 514,284.06	\$ 35,214.51	7.35
Customers	8786	8970	184	2.09
Bottles Sold	23,021	24,901	1,880	8.17
			0	
SPA SAVINGS		\$ 5,785.15		
Credit Cards	\$ 331,271.51			
TOTAL SALES INC. TAX	\$ 388,455.83			
	2019 SALES	2023 SALES	DIFFERENCE	
Retail 2019	\$ 241,378.75	\$ 351,063.85	109,685.10	45.44
MXB 2019	\$ 100,292.38	\$ 163,220.21	62,927.83	62.74
	\$ 341,671.13	\$ 514,284.06	172,612.93	50.52
SALES TYPE	2020 SALES	2023 SALES	DIFFERENCE	% CHANGE
RETAIL	\$ 296,741.00	\$ 351,063.85	\$ 54,322.85	18.31
MXB SALES	\$ -	\$ 163,220.21	\$ 163,220.21	#DIV/0!
TOTAL	\$ 296,741.00	\$ 514,284.06	\$ 217,543.06	73.31
SALES TYPE	2021 SALES	2023 SALES	DIFFERENCE	% CHANGE
RETAIL	\$ 330,120.75	\$ 351,063.85	\$ 20,943.10	6.34
MXB SALES	\$ 121,025.51	\$ 163,220.21	\$ 42,194.70	34.86
TOTAL	\$ 451,146.26	\$ 514,284.06	\$ 63,137.80	13.99

City of Southport ABC Board Minutes

Date: March, 8 2023 Minutes taken by: Harold Todd Dunn

Location: Indian Trail Meeting Hall

Quorum determined: Meeting called to order by Chairman Davis at: 6:30pm

In Attendance: Board Chairman- William Davis, Board Members – Zach Zuehlke , Angela Wadsworth, Adam Steadman, Jim PoppeGM – Harold Todd Dunn ABC Liaison – Mayor Hatem

Guests: Perry Fotinatos

Open Comment and Discussion - None

Approval of Feb 8, 2022 Minutes: Minutes amended, approved by Angela and seconded by Zach.

1. Old Business

- A. Discussed progress on the new construction and what needed to still be completed.
- B. Discussed Parking Lot lighting Update agreed to continue to go with BEMC as approved previous meeing

2. New Business

- A. Introduced each other so we can be more acquainted with each other and our history
- B. Discussed and approved annual raises of \$3.50 per hour for each employee – Zach motioned and Jim seconded to approve raises and all other members agreed

3. Business Reports

- A. Presented and went over Monthly and Quarterly Sales Report

4. Employee Issues

Went into closed session to discuss Employee Issues

Adjourned: Motion was made and seconded to adjourn the meeting

Next Regular meeting: April 12th , 2023

APPROVED BY AND DATE



**City of Southport
Planning and Zoning Board Minutes
Community Building 223 E. Bay St.
April 20, 2023
6:00 P.M.**

- Members Present:** Sue Hodgins, Will Hewett, Dick Sloan, Fred Fiss, Chris Jones, Donnie Joyner, Scott Jones, Roy Pender, and Kevin Locklin.
- Members Absent:** None
- Staff Present:** Travis Henley, Development Services Director
Mo Meehan, City Planner
Tanya Shannon, Deputy Clerk
ChyAnn Ketchum, Community Relations/PIO
Sydney Heil, Community Building Admin.
- Others:** Alderman Alt, Developers Cameron Smith (Prices Creek Townhomes), representatives for The Shoppes at Dutchman Village.
- Board of Aldermen Liaisons:** Karen Mosteller and John Allen
- A. Chair Sue Hodgins called the meeting to order at 6:02 p.m.
- B. Mr. Donnie Joyner gave the Invocation.
- C. Chair Hodgins led the Pledge of Allegiance.
- Deputy Clerk Tanya Shannon swore in New Members Roy Pender and Kevin Locklin.
- D. Motion to approve the minutes for the March 8, 16, and 30th 2023, Meetings by Vice-Chair Hewett and seconded by Mr. Sloan. ***Unanimous vote; Motion carried.***
- E. Motion to approve the Meeting Agenda By Mr. Sloan and seconded by Mr. Scott Jones. ***Unanimous vote; Motion Carried.***
- F. Public Comment: A Motion was made by Vice-Chair Hewett to open Public Comment and was seconded by Mr. Sloan. ***Unanimous vote; Motion Carried.***
1. Jim Lightbourne, 316 W. West St, has concerns about the proposed Conditional Zoning Text Amendment. He stated that he agrees with the guiding principles of the text amendment and flexibility for making zoning decisions. He said the majority of cities that use Conditional Zoning are in a population of over 25,000. He said that after researching the City of Wilmington's Conditional Zoning applications, it appears that most are seeking higher density. He requested the Board to deny the Amendment or at least postpone the decision until further review.
 2. Rich Bandera, 409 Burrington Ave, is not in favor of the proposed expansion of Conditional Zoning in residential areas. He said some of the language is contradictory to the Land Use Plan, and also, there are basic fundamentals in the proposed amendment that are already allowed. He recommended that the Board make a recommendation to deny the Text Amendment.

3. Shirley Sullivan, 5002 Seaward Crt, said that she does not see the same principles of “smart growth” that is in the Land Use Plan used the same way that Conditional Zoning is being proposed. She questioned why it is needed in the Residential District and what is the urgency to move this Amendment forward so quickly.
4. Ginny Prunty, 5906 Dutchman Creek Rd, submitted an email that was read by Deputy Clerk Tanya Shannon. She stated that as a member of “ No High-Density Southport,” she strongly urges the Planning Board to consider exactly how Conditional Zoning would help retain Southport’s character, traditions, and quality of life. She said changes to the current UDO should benefit Southport citizens, not developers. She urged the Planning Board to provide the answers to the questions that she emailed to the Board before casting a vote.

There were no further questions or comments. A Motion was made by Vice-Chair Hewett to close public comment and was seconded by Mr. Sloan.

Unanimous vote; motion carried.

Before moving into Old Business, Chair Hodgin addressed an email that was sent to the Board and some City Staff regarding the absence to date of the Special Meeting discussed last month regarding the proposed Conditional Zoning Text Amendment. She said that she is defending Staff for their excessive workload: she said that there had been many meetings in the past month, and the Staff is working on a barrage of issues. There are also numerous drafted legislative bills that as proposed could significantly affect Southport. She stated that there’s not been enough days in the month or time in those days – to this point – to schedule another Special Meeting.

G. Old Business:

1. Conditional Zoning Text Amendment.

Director Henley gave an update on the process of the proposed Text Amendment to date. He explained that per the feedback received from the Planning Board, the language had been updated to include raising open space thresholds within a Conditional Rezoning increase proportionate to the number of proposed residential units. Specifically, for every 250 units included within a Conditional Rezoning, the required open space designation increases by 5%. This continues to rise for every 250 units up to 1,500, at which point any project larger than 1,500 residential units shall be required to designate at least 50% of the site as open space meeting the definition in Section 4.14.C.1.b to obtain Conditional Rezoning. Staff also proposed additional clarifications as to the form and function of potential Conditional Rezoning applications and modifications to some of the language. The draft was presented to the Board and to the public.

Mr. Fiss questioned why there is not a height limit requirement in the proposed Amendment. Director Henley said that height is the only dimensional standard that is listed in the Land Use Plan. He said if the Board would like to add a height requirement, that could be done. He asked what would be suggested as the maximum height because every district is different. Mr. Fiss recommended 40 feet in Residential. Vice-Chair Hewett reiterated that consulting with the Fire Department would help with determining what is the safest height limit. He said fire and rescue only have so much capability. He suggested reducing it lower for the safety of the public. Director Henley said that there would always be a technical review of any project that would have to meet all safety fire and building codes.

Mr. Joyner thanked everyone for voicing their opinion and concerns. He said that he, like everyone else, is concerned about the growth of Southport and that we all want to keep it quaint. He asked that the public be patient with the process and allow the Board and Staff to review all the information so that they can make the right decisions. He explained that sometimes decisions are made by legislation that then must be followed by the municipalities. He said the Planning Board works hard to preserve and protect the City of Southport. He reminded everyone that the Planning Board would only vote on a recommendation to the Board of Aldermen -- the Aldermen will make the final decision.

Mr. Christopher Jones said he is also concerned about the height requirement. He said the drafted language currently reads regarding the dimensional standards for Conditional Zoning, "Dimensional standards within the proposed Conditional Zoning District shall be designated by the applicant" and does not sit well with him. He recommended that putting some dimensional standards would be a good idea for continuity across the City. He explained that, as seen previously, developers can be crafty with the City standards and he thinks that instead of having the applicant request certain dimensional standards, the City should already have a direct standard in place, such as height and setback requirements.

Director Henley said that defining that language is the same way as a PUD is defined currently, where the applicant proposes the dimensional standards. Those are reviewed by the Staff, the Planning Board, and the Board of Aldermen. He said there is no guarantee of approval. He said he understands how it might sound off-putting. Mr. Jones said that he agreed with Mr. Fiss and would like to see a height requirement built into the language.

Mr. Fiss asked Director Henley if he could explain how the Conditional Rezoning would affect the Oakton Subdivision if they had applied for CZ in relation to requesting a higher density. He understands they are following the guidelines through the approval for a PUD, but asked how this would be different if they applied for CZ. He wanted clarification that through the approval of a PUD, the City can have a dialogue and if it does not meet the requirements it can be denied, but the City cannot request that the applicant make changes. Director Henley explained that the proposed Oakton Subdivision is, by-right, an administrative process. He said there had been a lot of feedback from the public regarding the proposed development and said that there is nothing stopping the public, Staff, Planning Board or Aldermen from asking questions and having input. However, he said the challenge is that it is an administrative approval, and if it meets the standards of the Ordinance it is difficult to deny without a possible lawsuit. He said the difference with the CZ process is that the City would have leverage because it is a policy-level decision. Conditional Rezoning will have a specified site plan, and if the applicant proposes dimensional standards that do not fit within the context of the community and the Board comes to the decision that does not work for specific reasons -- such as the impacts to the impervious surface are not agreeable, or the impacts of potential flooding are not agreeable -- the Board can deny the zoning request. The Board can site that the request is not in the best interest of the public for these specific reasons without possible legal ramifications.

Chair Hodgin asked the Board if there were any other questions or concerns. Since there were none, she recommended that Staff review the recommendations for incorporating height and setback requirements into the drafted text and bring it back to the Board to review. Director Henley agreed and asked if he could get feedback on the revised draft that included the updated language, which included raising open space thresholds as proposed residential units within a conditional rezoning increased. Mr. Jones recommended removing the word "maximum" (*For every 250 units proposed, an additional 5% of the total rezoning acreage shall be designated as open space in accordance with Section 4.14.C.1.b, up to a maximum requirement of 50% open*

space provision when more than 1,500 residential units are proposed') and rewording so that it is clearly defined.

Chair Hodgin reiterated that she liked the drafted language. She asked if there could be a "minimum" included in the language so that developers would know the baseline that must be established. Vice-Chair Hewett agreed and recommended that the language be more stern, 'this is the absolute minimum allowed'. Then there would be no question whatsoever. Director Henley said that he would work on including that in the language.

Mr. Pender asked how many acres there would be for 1500 units and where to find this information for the City and the ETJ. Director Henley explained that because of the other flexibility within the Ordinance, that it is just based on units only with no reference to acreage. Mr. Pender stated that this would be a lot of units that are not capable of being built in Southport. He wonders about the relevancy charting for these large unit numbers.

Director Henley mentioned again the statement he made previously about reducing development standards and stated that the ordinance does not have to be read that way. He said if a request is made for Conditional Zoning, the only flexibility is what is being given. He explained that, for example, if it is parking, the standards have to meet the UDO or request a variance. He said the UDO could be written that way, and that is how it was first proposed to the Board. So, he asked if the Board if it would like Staff to go back and reword the language for the development standards.

Mr. Christopher Jones mentioned that the Board also needs to discuss the non-contiguous parcel language that could be added to the draft.

Chair Hodgin recommended tabling the discussion for more review and discussion. She stated that at the last meeting, it was decided to have a Special Meeting to go over the proposal and continue to collectively discuss the options. And she stated that unfortunately, there was an interruption in our process with all the proposed legislation out of Raleigh that had to take priority.

It was the consensus of the Board to schedule a Special Meeting on the proposed Conditional Text Amendment. Chair Hodgin said that the Board needed to prepare questions and concerns for Staff on what direction they would like to see.

2. The Shoppes at Dutchman Village Major Site Plan

Director Henley gave an overview of the plan and explained that CFSC Land LLC, the applicant, on behalf of J S South LLC, owner, is requesting approval of a Major Site Plan for the construction and operation of a non-residential mixed-use building in the Highway Commercial zoning district. Proposed uses include office, restaurant, and retail. The location of the property is located on the northeast corner of J Swain Boulevard and Eason Street, directly south of the Rivermist community. The subject property is located within the incorporated city limits of the City of Southport.

A Traffic Input Study concluded that recommendations be limited to signal timing modifications at the J. Swain Boulevard/NC 211 intersection to mitigate the impacts of the proposed project and optimize the function of that intersection. As presented, the Study appears

to meet all applicable standards of Section 3.13 of the Unified Development Ordinance. The complete report was included in the Agenda Packet provided to the Board.

Director Henley said that the Lighting Plan was submitted and reviewed by Staff but unfortunately was not provided in the Member packets. Mr. Henley said that the Plan meets all the requirements and can be seen on request. He said that if the Board would like to act on approval and add a condition that the Lighting Plan meets all the applicable requirements, that is an option. He said that signage is a separate process and will be reviewed at the appropriate time to ensure all standards are met. Stormwater was reviewed by the City's contract engineer. Water is provided by Brunswick County, and the sewer and electrical are provided by the City.

Director Henley stated that the Major Site Plan is in accordance with the standards and processes laid out within the City of Southport Unified Development Ordinance and meets all the requirements. The application was deemed complete by Planning Staff and is eligible to be approved by the Planning Board in an administrative or "by-right" process upon verification that all standards are met.

Vice-Chair Hewett noted that he was on the Review Committee that met on March 29th, and the Lighting Plan was discussed. He said the applicants were aware of the requirements and would ensure that the lighting would not be trespassing into the community and that they would be aiming down and inward.

A Motion was made by Mr. Scott Jones to approve the Major Site Plan for the Shoppes at Dutchman Village along with the associated Traffic Impact Study and was seconded by Vice-Chair Hewett. ***Unanimous vote; motion carried.***

3. Prices Creek Townhomes Phase 2 Preliminary Plat

City Planner Mo Meehan gave an overview of the Plan that was first presented on March 16th. She stated that the applicant, on behalf of Smith Hill Group, LLC, is requesting approval of a Preliminary Plat for Phase 2 of the Prices Creek Subdivision, which consists of forty- eight (48) townhome dwelling units. The property is located to the south of Rob Gandy Boulevard SE, west of E. Leonard Street and Bella Terra senior living facility, and north of the existing phase of the Prices Creek subdivision. This property is within the incorporated City limits.

She said this project was approved and zoned Planned Unit Development (PUD) in 2004. The development approval included 3 phases, the first of which has existed for some time and is continuing to be built out, and two additional multi-family phases that are adjacent to Rob Gandy Boulevard. As shown on the applicant's submitted site plan, the proposal for Phase 2 includes 12 quadruplexes for a total of 48 units. Phase 3 is located to the west of Phase 2 and shall require its own submittal and approval process.

Staff is submitting the proposal for the Planning Board's recommendation to the Board of Alderman in accordance with the standards and processes laid out within the UDO. The application has been deemed complete and is eligible to be conditionally approved as a Preliminary Plat under the existing PUD project known as Prices Creek. The following has been identified by Staff that must be addressed prior to the preliminary plat approval:

1. Determination and provision of any necessary sewer improvements to accommodate the development at an adequate level of capacity.
2. Provision of dimensions and descriptions of required open space.

3. Provision of a lighting plan that meets all applicable standards of the City of Southport, both within the UDO and the Code of Ordinances. (Preliminary Plat will be inspected upon completion of installation prior to final plat.
4. Inclusion of all required certificates for Preliminary Plats in accordance with the UDO (Preliminary Plat will also be reviewed at the final plat with applicable certificates required at that point).

Mr. Joyner asked if the marshland was included in the open space. Planner Meehan that the marshland is not included, only the uplands. He asked how much marshland was included in the 17.35 acres. Planner Meehan said approximately 8 acres of wetland.

Mr. Fiss asked questioned how the City would be affected financially if there were any sewer upgrades that needed to be done. Planner Meehan said the upgrades would be taken care of by the applicant. Mr. Pender questioned the ROWs and if the PUD allowance was 45'. Planner Meehan said it was a reduced ROW and that it had been approved, adding that they could be lowered if ensured by the Fire Department that there was adequate maneuverability.

A Motion was made by Mr. Sloan to approve the Major Site Plan for Prices Creek Phase 2 and was seconded by Vice-Chair Hewett. ***Unanimous vote; Motion carried.***

4. Revision to the Starbucks Major Site Plan

Director Henley explained that Mike Nichols of Paramount Engineering, the applicant, is requesting a revision to the previously approved Major Site Plan for the construction and operation of a three-unit, 6,000-square-foot structure, uses of which include one coffee shop and two retail units. Specifically, the request is to modify the site plan to allow for the construction of an underground propane tank with associated landscaping and protective features. The addition of the tank also requires the removal of two parking spaces from the site, though the site remains in compliance with all required parking provision standards within the Unified Development Ordinance. The Planning Board previously approved the Major Site Plan for Tractor Supply Company at its February 2022 meeting.

Planning staff has reviewed the request and determined that the requested revision is in compliance with all applicable provisions of the Unified Development Ordinance.

A Motion was made by Vice-Chair Hewett to approve the Starbucks Major Site Plan Revision and was seconded by Mr. Sloan. ***Unanimous vote; Motion carried.***

H. New Business

1. Text Amendment Regarding Lighted Signs

Planner Meehan stated that the applicant, Haven 307, LLC, submitted a Zoning Text Amendment to the UDO. The request is to amend Section 3.19 *illumination* to modify the allowable types of illuminated signs. The Amendment to this section would allow backlit and halo signs.

Currently, Section 3.19.H.1.(c) states that illuminated signs are limited to those lit internally with glass or plastic faces bearing the advertisement and diffuse direct rays of the light source to prevent any direct line of sight with the light source. The applicant has requested this Amendment to receive a sign permit for a backlit sign that is not currently allowed.

The initial review of the sign application garnered approval for size, location, color temperature, and all other requirements. Upon Staff's further review of the UDO, it was found that the backlit illumination proposed for the sign was not allowed. Staff approved the installation of the sign without illumination.

Staff submits the proposed Zoning Text Amendment to the Planning Board for their consideration and discussion. The proposal appears to be consistent with the 2014 CAMA Core Land Use Plan, specifically regarding the preservation of the character and atmosphere of the city while promoting retail growth, as well as remaining consistent with the UDO.

Mr. Fiss asked if there were any illuminated signs currently in Southport. Planner Meehan said there are illuminated signs, but not of this type. He confirmed that illuminated signs from within are allowed. She said that was correct.

Chair Hodgkin recommended that instead of quickly approving a proposed Amendment to resolve issues of one applicant, Members go around the city and observe any other sign- and/or business lighting concerns so that the Board can further discuss other potential revisions.

A Motion was made by Mr. Joyner to table the proposed Amendment Regarding Lighted Signs for further discussion and review; the Motion was seconded by Mr. Fiss.

Unanimous Vote; Motion carried.

I. Other Business

Director Henley gave an overview of how to research information on the General Assembly's website. He stated that on the site, any proposed legislative bill could be searched by using known bill numbers or by using keywords. Chair Hodgkin stated that being able to maneuver on the website and contacting members of the committees, individual legislators or their assistants regarding the massive changes that are being proposed is necessary for our citizens to let lawmakers know our positions on these matters.

Without further business or comments, Chair Hodgkin asked for a Motion to Adjourn.

Mr. Joyner made a Motion to Adjourn the meeting and was seconded by Vice-Chair Hewett. ***Unanimous vote; Motion carried.***

Adjournment: 7:41 P.M.

Chair, Sue Hodgkin

Deputy Clerk, Tanya Shannon

City of Southport Beautification Committee Minutes

Date: March 20, 2023 Minutes taken by: Karen Pasquale

Location: Indian Trail Meeting Hall

Quorum determined: Meeting called to order by Lynne Geiman at: 5:00pm

In Attendance: Margaret Fontaine, Ken and Lynne Geiman, Robert Thatcher, Larry Ashley, Joe Fikentscher, Tom Lombardi, Randy Jones, Sharon Lightborne, Scott Bushman, Karen Pasquale

Absent: none

Guests: Carol Brolley

Public Comment: Carol Brolley

Carol is the President of the Friends of the Library for OKI and Southport which is a 5013 Foundation.

The purpose of this foundation is to raise money, apply for grants etc. Membership is \$10 per year.

They have 115 volunteers to date.

Their current project is the backyard of the Southport Library, to turn into a space for reading and a small garden. The backyard would also be used for summer activities for children.

Carol is looking for an architectural design person to volunteer their time in the design process and asking SBC for help.

Current project is approximately \$15,000 and they already have raised \$7,500.

Lynne states that maybe SBC can help with weeding and cleanup before the plant design begins and SBC recommended to add low maintenance plants native plants.

Approval of February 20, 2023 Minutes: Minutes amended, approved and seconded.

1. Committee Reports

a. Native Plant Pollinator Garden (NPPG): Larry Ashley

- Kate Singley is purchasing mulch for the garden.
- April/May should be the "No Mow" months in the garden to help with pollination.
- Randy will tell Parks and Rec not to mow for those months.
- Kate also asks for the bushes to be cut back that on infringing on the garden.
- Larry is waiting on a price for signs for NPPG.

b. Communication Report: Larry Ashley

- Larry asked if SBC can have a Facebook Page.
- Randy has to check with the town's Social Media Policy due to government regulations.

c. Youth Outreach: Sharon Lightbourne

- Nothing new to report.

d. Planting/Garden/Steward Program: Lynne

- On the last workday, a husband and wife volunteered to be stewards for the Nash substation.
- At Caviness Park, on the next work day, Lynne will send volunteers over to help with cleanup..

e. Financial Report: Lynne

- Balance as of 3/20/23 is \$2348.16

2. Old Business

a. Beautification Nature Lecture on 2/28: Lynne

- Kate spoke and did a great power point presentation.

b. Update on Selection of Poles for Wreaths and Flags: Joe Fikentscher

- Joe and Scott Bushman went around Southport and to figure out what poles will be used for banners and wreaths.
- Joe has a diagram showing the placement of banners for Up Your Arts and then in late November change to the holiday banners. He will present this diagram to Randy by the end of March.
- Joe has the committee's "wish" list to present to Randy for the Boat Xmas wreaths.
- The wish list will have to be reviewed by the police dept and power company for feasibility of hanging wreaths.

c. Update on T-Shirts: Scott

- Scott has contacted a friend who makes t-shirts. His cost would be \$10.00 per shirt.
- V-neck for women and crew for men.

- Color and new SBC design can be done.
- \$2.00 additional charge for 2X.
- Committee decided on no small sized orders.
Women's v-neck: medium (15), large (15).
Men's crew neck: large(15), XL(8) and XL(2).
- Randy will work with Scott on the order.

d. Painting of City Signs: Randy

- Randy spoke with Heather about repainting the city signs and was given approval.
- We will not do the John Smith cemetery sign nor the Visitor Center sign.
- Joe will power wash the approved signs before we paint and will let Randy know before he does so.

e. Marsh Walk Sign Repair: Randy

- Ken and Larry repaired and painted the signs.

f. March Workday Recap – 3/4/23: Lynne

- There were 21 people.
- JC Building, Kinglsey, Garrison Lawn, and Waterfront Park were all weeded and mulched.
- Southport Community Center was weeded. The area has leaves that need to be blown away. Once that is done, we mulch around the building.

3. New Business

a. April Workday – 4/1/23: Lynne

- We have 5 gallons of stain to do the benches and swings at Waterfront Park. All benches and swings will be sanded before we stain.
- Caviness Park needs a small trench by the stage for water run-off.

b. Jail Sign: Lynne

- Lynne spoke with Bob at the Historical Society and he said that the jail will open by 4/1/23.
- We should paint the sign before the 1st of April.
- Lynne will send out an email to committee members to set a date for this painting.

c. Historical Markers Auction Invitation: Lynne

- Markers have been displayed throughout Southport prior to the auction.
- These markers will be available for auction on. 5/31/23 on the Historical Society Website.
- Starting bid is \$250.00
- The SBC Committee should meet on the Garrison Lawn before the auction begins.
- Lynne will find out the time to meet.

d. Taylor Field Ribbon Cutting: Lynne

- The ribbon cutting will take place at 10:30am and committee members are welcome to attend.

e. Arbor Day 4/28 and Nature Fest 4/29: Lynne

- Lynne wants to make a list of what is going on those days for the public to know.
- SBC will have a table at Taylor Field on the 29th.
- SBC will have handouts and seedlings.
- SBC will also have a tour of the pollinator garden on the 29th.

f. Beautification Term Changes for Members: Lynne

- Dorie Dutton revised the ordinances for all town committees.
- The new term limits will be 3 years to comply with the town.
- Members whose terms end 2023 can leave. All other members will have their terms extended.

g. Any Other Business: Lynne

- No other business

4. Adjourned: 6:20pm

Next meeting: April 17, 2023



**Board of Adjustment Minutes
Indian Trail Meeting Hall, 113 W. Moore St.
March 28, 2023, 4:30 P.M.**

Present: Harley Lemons, Pete Haislip, Jason Robbins, Amy Aycock, Josh Cline McGee, Loten Masker, Kate Seigler

Board Liaison: Alderman Tom Lombardi

Staff Present: Dorothy Dutton, City Clerk
Travis Henley, Director of Development Services
Maureen Meehan, City Planner

Others Present: Cameron Smith, Contractor
Patrice Frink, Adjacent Property Owner
Andris Frink, Adjacent Property Owner
Other concerned citizens/property owners.

Meetings are open to the public.

A.) Call to order by Chairman Harley Lemons at 4:32 p.m.

B.) *Vice Chair Haislip motioned to move Loten Masker into the meeting as a full-voting member, in the absence of Ms. Lisa Fosbury. Josh Cline McGee seconded the motion. All ayes. Motion carried.*

C.) The Pledge of Allegiance was led by Chair Lemons. Mr. Lemons explained the quasi-judicial procedure, what type of evidence is considered, and what it means to have standing.

D.) Chair Lemons opened the Public Hearing at 4:39 p.m. Mo Meehan, City Planner, approached the podium and was sworn in by Chair Lemons before she began her testimony. Ms. Meehan explained that the applicant is seeking a variance from the parking requirements as outlined in Article 3.14.B.7 Parking Lot Design, for the property located at 108 West Brown Street, which is zoned Business District (BD). The parcel is a 33' wide lot and is a total of 5,445 square feet (0.13 acres). The ordinance states that vehicles cannot back out into the right-of-way to exit the parking spaces. The applicant has submitted two proposals for the site. The first alternative is to include two parking spaces side by side at the front of the property, with walkways leading to the building. This option does not use the existing right-of-way for parking, but the vehicles would back into the right-of-way.

The second alternative is to use the right-of-way for the two parking spaces. This would allow the home to be closer to the lot line. The driveway length would be reduced, and the building would be more similarly placed on the property as the neighboring structures.

The building proposed is for a small boutique hotel. The applicant originally met with City staff in early 2023, and the use is permitted in the Business District. It was determined while speaking with staff that the parking requirement for non-residential uses can be reduced by 50% in the Business District where on street or public parking facilities are available within 500 linear feet of the proposed use. This property is eligible for the reduction of two spaces, but the width of the lot made parking a challenge.

The applicant, Cameron Smith, has stated that the conditions of the site create a hardship.

Cameron Smith addressed the Board of Adjustment after being sworn in by Chair Lemons. Mr. Smith explained that it was confusing because so many other vehicles park in the rights-of-way, and back out of parking spaces. The lot to the left of this property is zoned Business, too. Chair Lemons asked what a boutique hotel was and was told it is a hotel of three or less suites.

Patrice Frink, an adjacent property owner, was sworn in to give her testimony. She said she is a part of a multi-generational family from Southport. She suggested there should be a radius or percentage of space around residential areas to protect residential areas and make people feel safer. She also didn't realize the property was zoned Business.

Andris Frink, also an adjacent property owner, asked if they would pave the driveway? Several members of the Board of Adjustment commented that the driveway was more of a design concern and not for the variance request. Jason Robbins asked for clarification about what exactly the Board was considering. Ms. Dutton stated that the Board should focus on the variance itself and let City Staff and the Planning Board manage the design standards.

Chair Lemons closed the Public Hearing at 5:19 p.m. Cameron Smith requested that the Board disregard Option 2, because it clouds the request. He would rather have a variance to be able to back into the right-of-way area.

After no further questions, the Board focused on the Finding of Facts and Conclusions of Law. The Board of Adjustment should consider the following standards:

- a) *That the use will not materially endanger the public health, safety, or general welfare if located where proposed and developed according to the plan as submitted and approved;*
- b) *That the use meets all required conditions and specifications;*
- c) *That the use will not adversely affect the use or any physical attribute of adjoining or abutting property, or that the use is a public necessity; and*
- d) *That the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and in general conformity with the City of Southport Land Use Plan.*

Chair Lemons began asking the Board for motions on each of the factors.

1. Josh Cline McGee made a motion that unnecessary hardship would result from the strict application of the ordinance because without being able to back out of the property, there is likely very little use of the property. Amy Aycok seconded the motion. All ayes. Motion carried.

2. Kate Seigler made a motion that hardship results from conditions that are peculiar to the property because the lot size does not allow for maneuverability, and a parking turnaround is impossible. Vice Chair Haislip seconded the motion. All ayes. Motion carried.

3. Josh Cline McGee motioned that the hardship did not result from actions taken by the applicant or property owner because the property has been vacant, and the property has not been reduced or expanded. Kate Seigler seconded the motion. All ayes. Motion carried.

4. Jason Robbins motioned that the variance is consistent with the spirit, purpose, and intent of the ordinance, such that public safety is secured, and substantial justice achieved, because there is already a lot of backing out on Brown Street and on street parking. Kate Seigler seconded the motion. All ayes. Motion carried.

5. Josh Cline McGee made a motion that based on the findings of fact and the evidence presented, the Board of Adjustment approve the Variance request with the condition that only Option A is approved. Jason Robbins seconded the motion. Option A is for the parking spaces to be installed on the property, and not in the right-of-way. The vehicles will back out from the spaces into the right-of-way. **All ayes. Motion carried.**

E.) Approval of Minutes

Amy Aycock motion to approve the Board of Adjustment minutes from November 29, 2022. Jason Robbins and Kate Seigler seconded the motion. All ayes. Motion carried.

F.) Other Business

1. Ms. Dutton explained that recently, the Board of Adjustment members had been assigned a City sponsored email address. The City's IT consultant had emailed instructions on how to log-in to check those emails, and the City Manager has requested that all City business be handled through those email accounts instead of any personal email accounts. This protects the Board of Adjustment members and their privacy. When a request for information is submitted, it might include any or all correspondence, including their email communications. At that time, their personal email accounts are subject to inspection. Ms. Dutton stated she would resend all the information to the Board, and they should contact her or the IT Consultant with any questions. Jason Robbins suggested that maybe the IT Consultant could turn off the "reply all" function in everyone's email accounts.

2. Ms. Dutton explained that she and Community Relations Director, Randy Jones, have been working on ordinance amendments to Chapters 2 and 13 of the Code of Ordinances. The amendments would add all the City's boards, committees, and commissions to the Code, as well as establish a process for expiring terms and reappointments. Terms would be for three years and would span from July 1-June 30. Chair Lemons was not in favor of the changes.

G.) Adjournment:

There was no other business to consider. **Loten Masker made a motion to adjourn the meeting. Josh Cline-McGee seconded the motion. All ayes. Motion carried unanimously. Vice Hair Haislip adjourned the meeting at 5:09 p.m.**

Harley Lemons, Chair, Board of Adjustment

Dorothy Dutton, Asst. City Manager/City Clerk

Southport Forestry Committee

Regular Meeting – 11 April 2023, 5:00 PM

Old/Recurring Business:

Review/Approval of March meeting minutes

Ordinance/Permits – (Chris/Travis)

- Trees at Taylor Field. Fertilized 2/22. Watered as needed. Leafing out. **2 down 4/09!**
Retrieved invoice for 2022/2023 trees from Seven Meadows on April 3. (\$5k)
- Arbor Day: Taylor Field at 12:00. Finalize program/schedule – (see notes)
- Naturefest: Saturday April 29th. Committee table from 0830-1230. (see notes)

New Business:

Standardizing Committees: Tour length changed to 3 years. Leadership positions.

- Live Oak Society: Newsletter and Social Media posts out. Re-run?
- The Landings – live oak * (see notes)
- Comments around Town: Franklin Square Park and Utility Pruning – (see notes)

Regular Business:

Tree Removals: Dead pine, corner of Stuart and Leonard (City required); Trunk/stump removed at Lappala house on Caswell by Grounds Crew*

Tree Care: Garrison LO fertilized with Potash 2/21. New trees continue to be watered .

Tree Pruning: Power line pruning along Moore St and W. West (Clemmons).

Consultations: 511 Caswell (Fowler) - assess large live oak 50" DBH. 506 Clarendon (Scouler) – measure large live oak for Live Oak Society. 5017 Canvas Back (Kilbury) – tree struck by car. 417 Trout Lilly (Davis) – Hickory tree. Franklin Park (Cheryl Daniel) via phone.

Web Page: Updated with UDO Text updates Feb 22. Please refer folks to web page! Lots of resources available on the "Education" tab.

- **Tree Donation** – NTR
- **Funds Donation** – \$750 from Neisler Foundation on Dec 5th
- **Education/Publicity** - Live Oak Society information on Social Media (FB, Instagram) and City Newsletter. Scott gave walking tour March 29th as part of "Southport Secrets" tour.

Next Regular meeting is Tuesday May 09, 2023 ITMH: 0409

NOTES:

Arbor Day:

Welcoming remarks	Scott A. Len, Southport Forestry Committee
Reading/Presentation of Arbor Day Proclamation	Mayor Hatem
** Presentation of "Tree City USA" designation	NCFS Rep (pending confirmation)
** Presentation of "Tree Champion"??	
Guest speaker: (Topic "The Longleaf Pine)	Roger Shew, UNCW

Followed by walk around park/new trees and Ice Cream

Naturefest: Informational Table from 0830-1230

Scott: Bring table/materials. Full time
Roxie/Dina: 0830-1030
Marianne/Heather 1030-1230
Bif:
Jerry:
Fred: not available

Live Oaks at Pebble Shore and Navigator in "The Landings" – There is a petition going around to save these trees that are on a lot being developed. One tree (28.25 inch DBH) planned for removal to accommodate structure and would require about 7.5 inches of mitigation according to ordinance. Travis is meeting with builder today to see if there are any other options but builder/homeowner is following ordinance requirements. Petition submitted to City 3/15 with 191 signatures (change.org) – however, only 32 of these are local. **City has sent response 2/23**. Post on Facebook urging signatures 4/1 – up to 317 signatures on 4/5 (only about 20% local).

Franklin Square Park:

I received a call from Cheryl Daniel on March 28th and spoke to her at length about the park, its overall condition, as well as the condition of the trees. Her initial point I believe was to make the connection with how poor the large live oaks looked and the fact that the City holds events there such as Springfest, the weekly market, etc. - in particular, she asserted that compaction was the cause of the decline of the trees.

I told Ms. Daniel that in my opinion, based on the research that I have done as well as the opinion and tests conducted by the NC Extension Agent at our request, that compaction is not a serious problem due to our sandy soils (sand is the hardest soil type to compact). The likelihood that holding the weekly markets and occasional holiday markets within the park would be causing the demise of these mature trees is minimal. To be sure, there is an effect on the grass, which we know grows tenuously here in this

sand in the best of times, can be quite noticeable, but mature trees would be minimally impacted. One method that could reduce any possibility of even slight compaction would be to mulch along the pathways used by event patrons - this has been suggested by us previously but has its own issues as well. I believe her query was looking for a "smoking gun" in order to demand the City no longer hold events in the park and I suggested that if that was the goal, then she needed to work through Heather at Parks and Rec, Randy in Tourism, as well as DSI.

The conversation then went to the overall state of the park. She commented that "when she was a girl in school" they used to walk through the beautiful park, but now it just looks "sad". The fact that probably 60 years have passed since her school days notwithstanding, I reminded her that the development of the park was in fact a WPA project in the 1930's - so almost 100 years ago. At that time, the large live oaks that were there were probably smaller, and there probably was a larger incidence of smaller, understory trees. In the intervening years, the live oaks have grown to full maturity, and their canopy shades out the park floor making it tough for anything (other than Azaleas) to thrive - everything from the grass, to various shrubs, to understory trees, would require more natural light than is available now. The park could indeed be rehabilitated, but it would require probably the removal of several of the large live oaks in the worst condition, clearing out of some of the azaleas, planting new species of understory trees, etc. A major commitment with a major price tag but it could be done. I again suggested that this is something that should be pursued through Parks and Rec and ultimately to the Board of Aldermen.

Utility Pruning:

The pruning that is being done around the utility wires is being done along the State roads - W. West, Moore St. etc. and was either contracted out by BEMC or NCDOT. The work is being done by a contractor that has previously done work for the City (Dale Clemmons, Carolina Canopy). Utility pruning is fundamentally different than the pruning that might be done by an arborist - their primary task is to clear around power lines and they have standards that need to be met to render those power lines safe. There are guidelines under ANSI a300 that should be met, but the method they typically use is "Directional Pruning" which removes limbs that are either growing into, or going to grow into, the power lines. The result is not always "pretty" but this is a safety/power supply issue where the only other alternative would be to remove the tree. *The work is not being done at the behest of the City and unfortunately, the City has no say in how it is carried out.* I have attached two articles below which outline the basics of directional pruning.

<https://extension.usu.edu/forestry/trees-cities-towns/tree-care/pruning-powerlines>



<https://extension.psu.edu/pruning-for-utility-line-clearance>



City of Southport

To: Mayor Hatem, Board of Aldermen, City Manager, Department Heads, and City Attorney.

From: Paul Fisher, Commissioner, N.C. Eastern Municipal Power Agency (NCEMPA)

Subject: NCEMPA Commissioner's Meeting April 19, 2023. Wilson, N.C.

Date: April 24, 2023

Alderman Alt, Ellie Pittenger, and I attended the Subject Meeting. Highlights are as follows:

CEO REPORT

The 2023 ElectriCities Annual Conference is set for April 14-16 at the Marriot Grand Dunes in Myrtle Beach, SC. Registration will be posted on their website.

Note: This is a wonderful opportunity for Elected Officials to understand Public Power and the future of Electric Power.

NCEMPA FINANCIALS

Summary of Finances and Capital Funds: See Enclosures 1-3.

Investment Portfolio Update: Enclosures 4-9.

LEGISLATIVE UPDATE

See Enclosures 10-11.

CONNECTIONS SUMMIT

The summary of the Summit is on Enclosures 12-13.

NCEMPA TRUE-UP WITH DEP

The annual true-up with DEP was projected to be \$46M in January 2023 and is now anticipated to be \$66M. NCEMPA paid DEP \$40M, leaving a balance of \$26M to be paid. Financial figures will be available from DEP in June 2023. NCEMPA Rate Committees will review the financial figures in September 2023 and recommend to the Commissioners how best to resolve the anticipated cost of about \$26M.

RECOMMENDATION

That the City of Southport invites ElectriCities CEO and their Staff to a Workshop for the Mayor, Board of Aldermen, and Staff to explain the current and anticipated operations of ElectriCities and the future of the Electric Environment as soon as possible. The same recommendation was made in my report in January 2023.

As always, if you have any questions, please call me at (910) 457-5102.

NCEMPA Financial Summary

Net Position Variance – YTD February 2023

2023 Budget = \$548M

(all values in millions of dollars)

Sources of Net Position



Key YTD Variance Drivers:

- Sales to members unfavorable primarily due to lower coincident peak and lower energy requirements resulting from mild weather conditions.
- Power Supply is favorable due to lower coincident peak and energy requirements resulting from mild weather conditions, timing of solar generation credits and transmission costs.

Uses of Net Position

	Sales to Members	Power Supply	Distributed Generation	Other	YTD Net Position
YTD Actual	\$83.4	\$71.3	\$0.2	\$10.4	\$1.5
YTD Budget	\$96.7	\$83.2	\$0.9	\$10.2	\$2.4

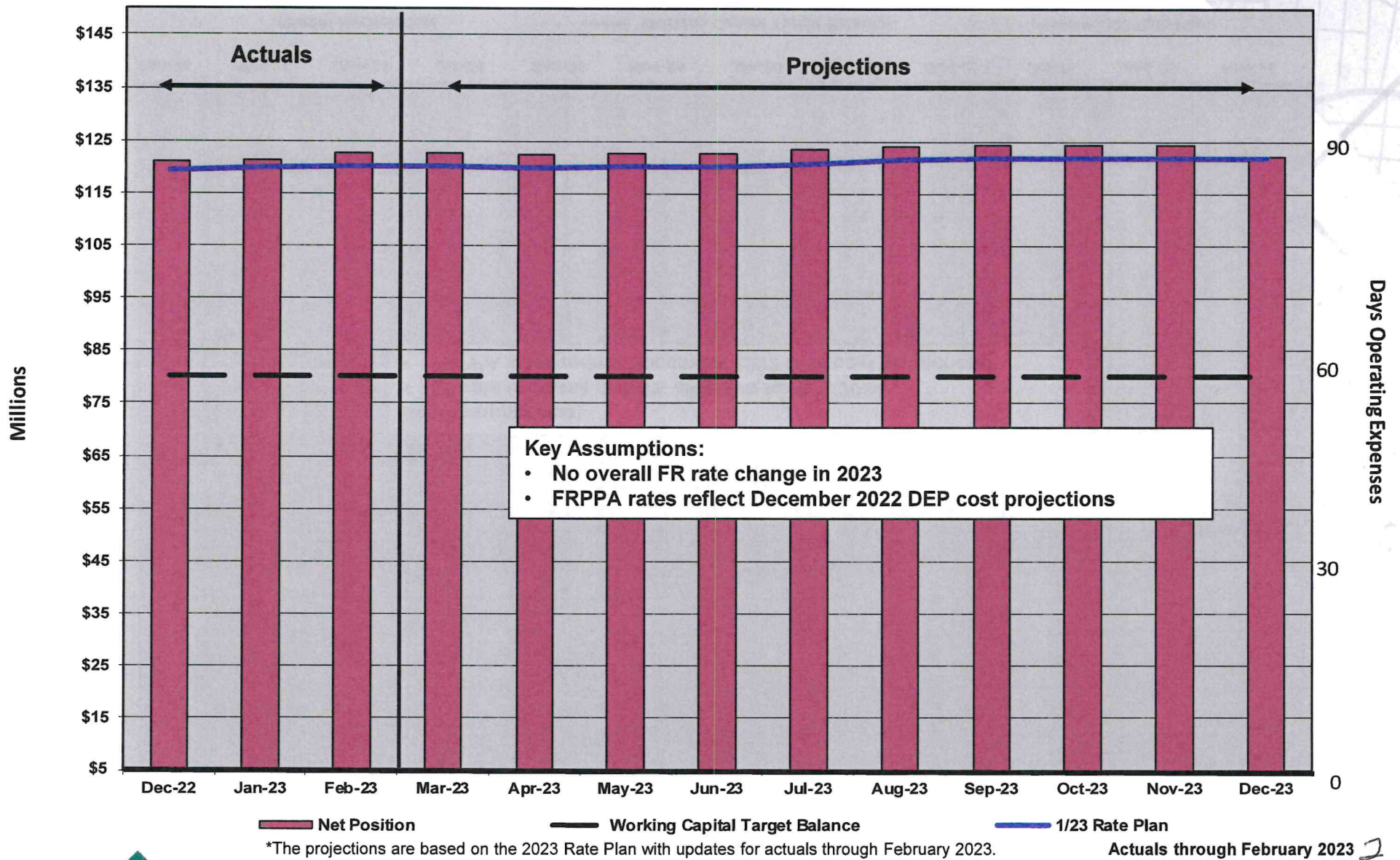


February 2023

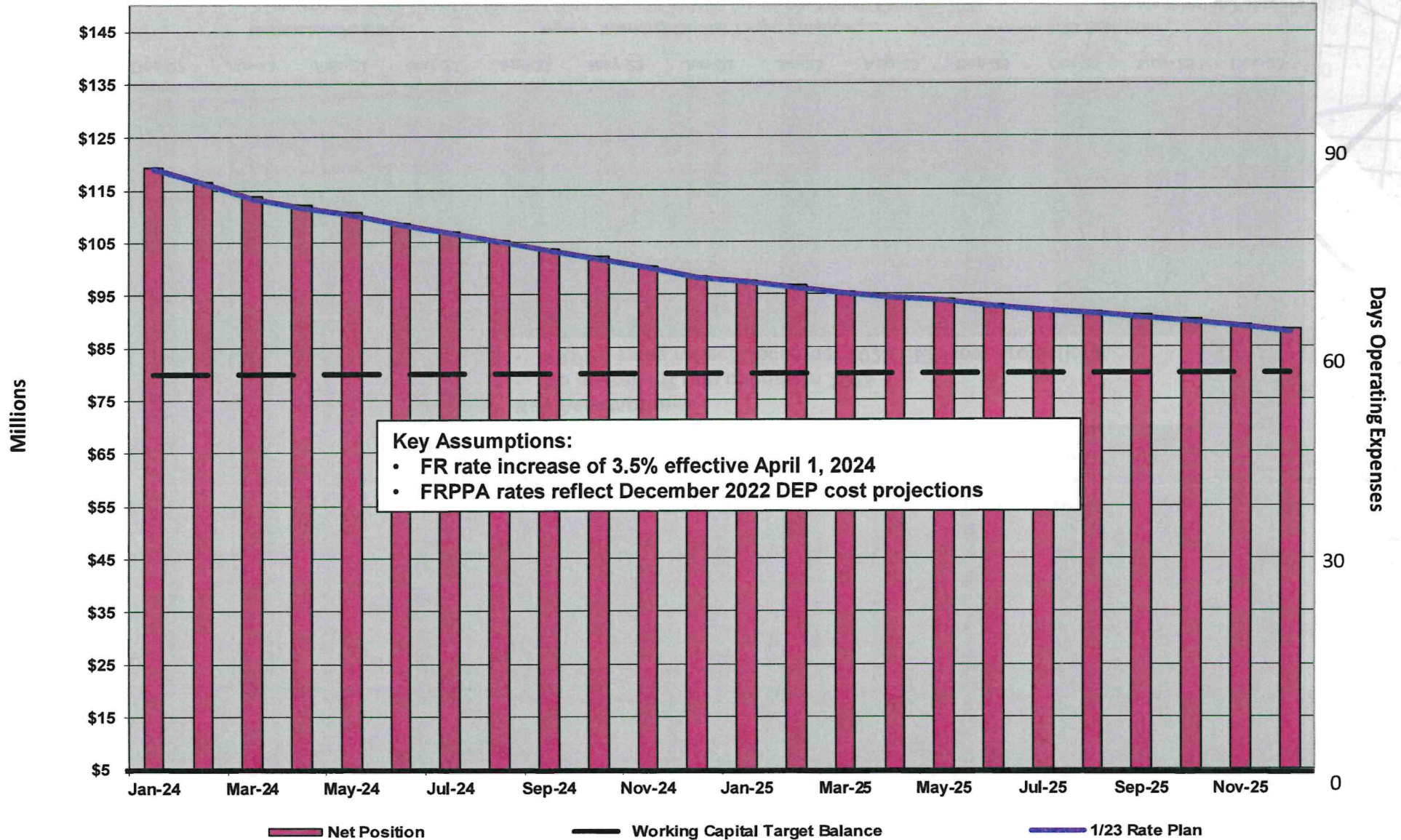
Financial Summary and Working Capital Results



Projected 2023 Working Capital Funds Available at Month-End*



Projected 2024-2025 Working Capital Funds Available at Month-End*



*The projections are based on the 2023 Rate Plan with updates for actuals through February 2023.

Actuals through February 2023 3

Power Agency Investment Risk Management Policy

- Policy is based on NC General Statutes 159B-18 which prescribe:
 - Authorized depository institutions
 - Authorized investment securities for the Power Agency portfolios
 - Minimum credit quality of certain investments
 - GS 159B-18 limits investments to fixed income securities of high credit quality

Summary of Investment Limits

(at time of purchase)

as of December 31, 2022

Type	Minimum Rating Category	% Sector	% Issuer	NCEMPA Sector
Direct Obligations	N/A	100%	100%	22.56%
Federal Agencies	N/A	75%	30%	46.26%
Government and Agency MBS	N/A	25%	No limit if Direct Obligation; 30% if Fed Agency	0%
Municipals	A	30%	5%	0%
Commercial Paper	Prime	40% in aggregate	25%	7.62%
Savings Certificates	Guaranteed			
Time Drafts	Guaranteed			
Mutual Funds (NC Capital Mgt.)	AAA	30% (A1) 75% (EA)	100%	0%
Treasury STRIPS	N/A	25%	100%	0%
Commingled Investment Pool	AAA	50%	25%	23.56%
Repurchase Agreements	Primary Dealer	50%	50%	0%

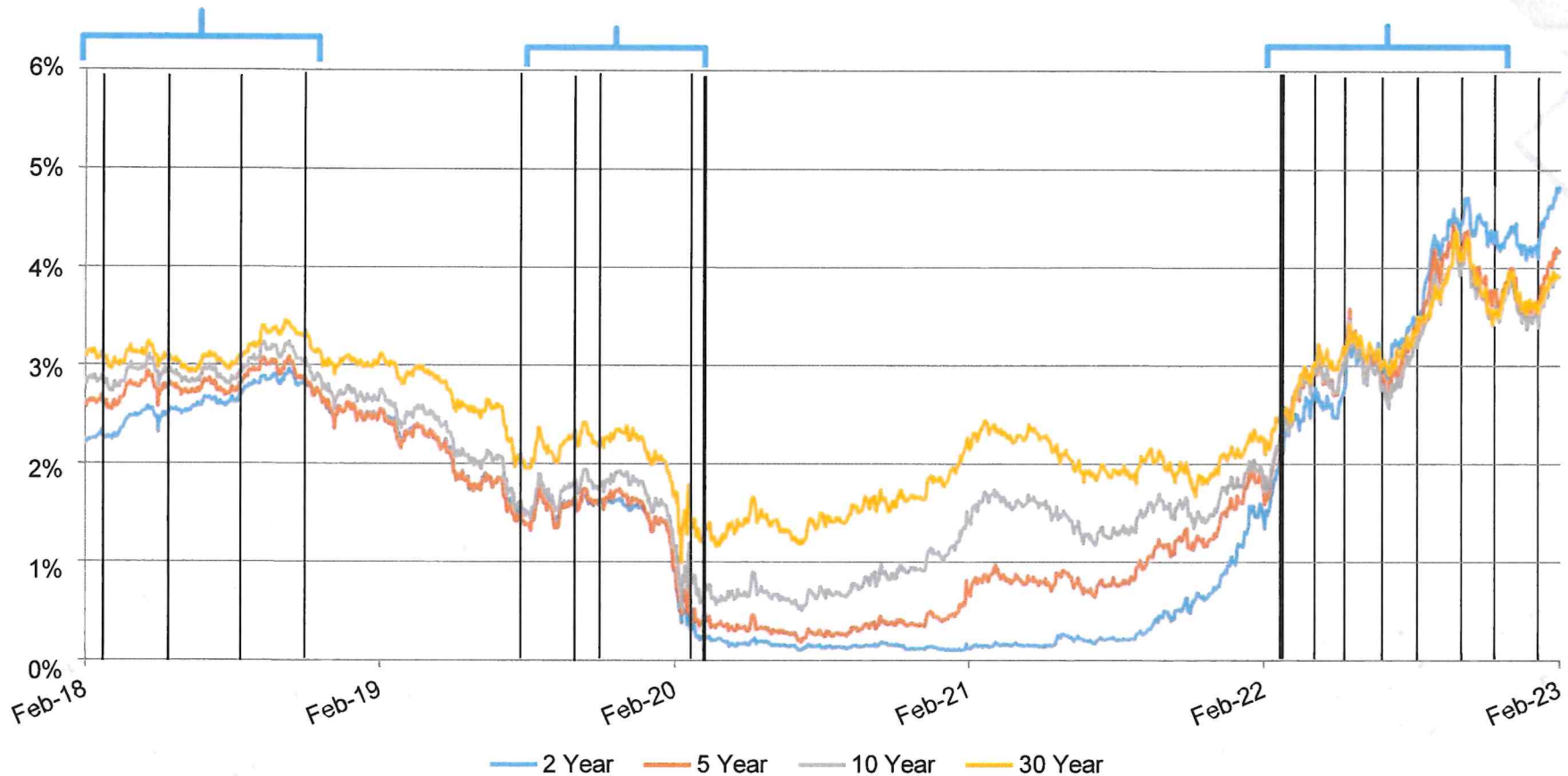
In Compliance

Yields of Various Treasury Note Maturities

Fed Raises Rates Four Times in 2018, Finishing 2018 With a Target Range of 2.25-2.50%

Fed Cuts Rates Three Times in 2019 and Two Times in 2020, With emergency rate cuts bringing the Target Range to 0-0.25%

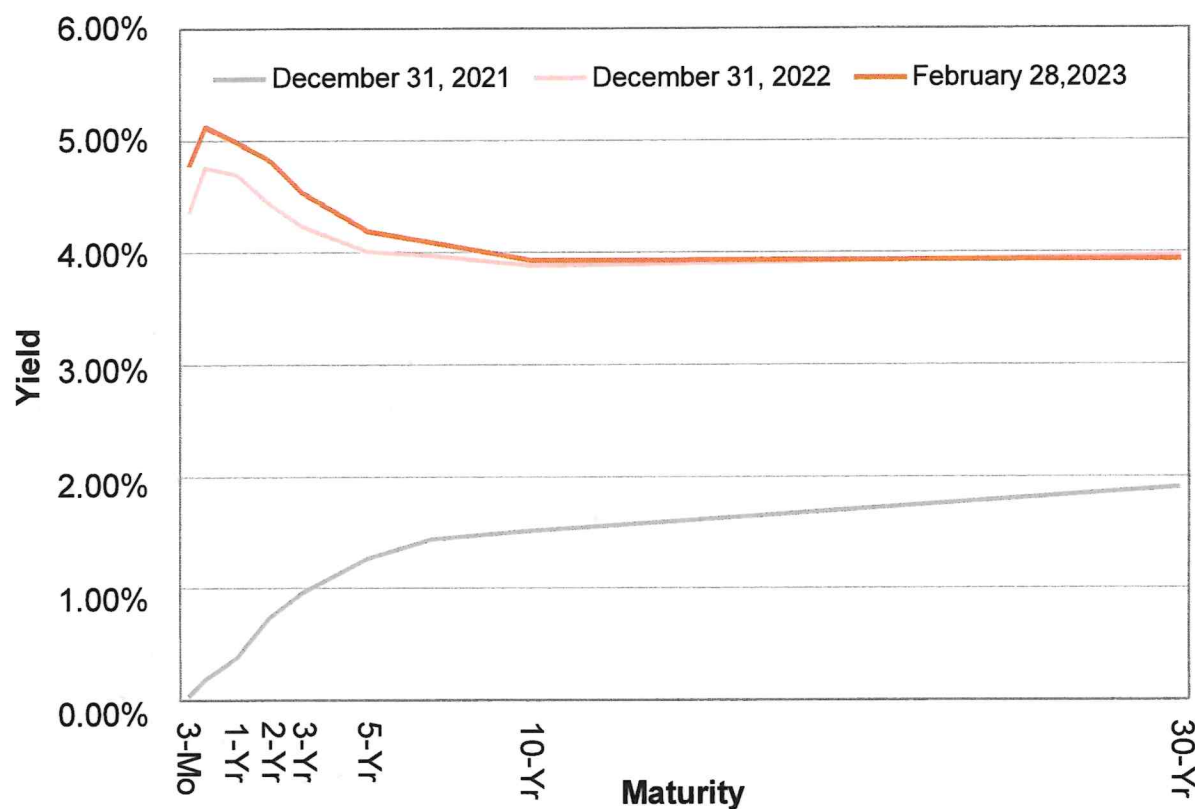
Fed Raises Rates Seven Times in 2022, Finishing 2022 With a Target Range of 4.25%-4.50%.



Source: Bloomberg Financial Systems

At the beginning of February 2023, the Federal Reserve raised interest rates 25 bps to the 4.50%-4.75% range in response to significant inflationary pressures impacting the economy.

U.S. Treasury Yield Curve

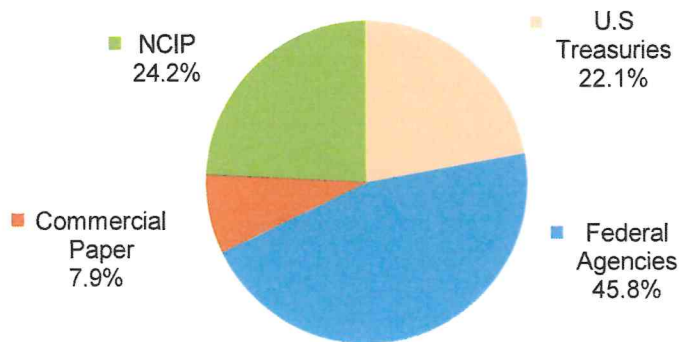


Yield Curve

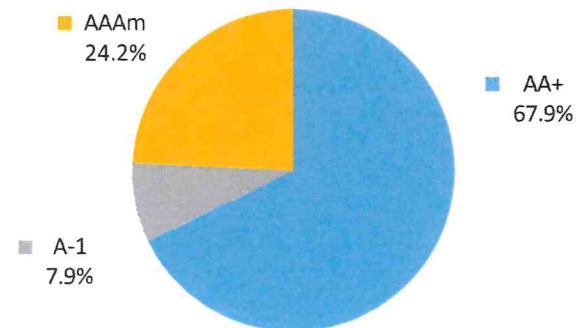
Maturity	12/31/2021	12/31/2022	2/28/2023
3-Mo.	0.03%	4.34%	4.77%
6-Mo.	0.18%	4.75%	5.12%
1-Yr.	0.38%	4.69%	4.98%
2-Yr.	0.73%	4.43%	4.82%
3-Yr.	0.96%	4.22%	4.53%
5-Yr.	1.26%	4.00%	4.18%
7-Yr.	1.44%	3.97%	4.08%
10-Yr.	1.51%	3.87%	3.92%
30-Yr.	1.90%	3.96%	3.93%

NCEMPA Aggregate Portfolio Statistics

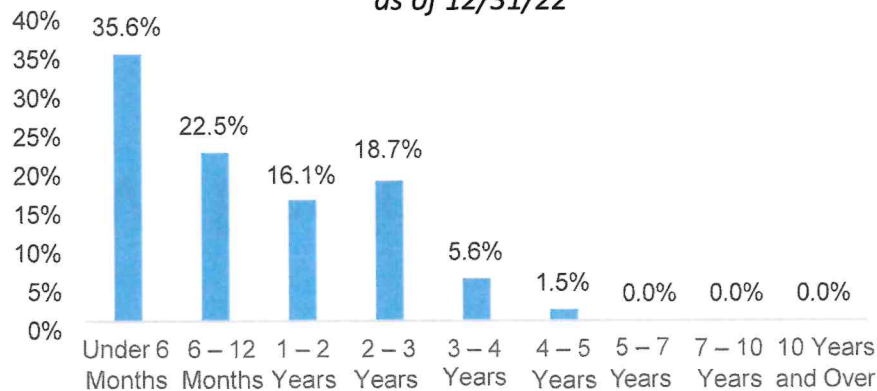
Portfolio Composition
as of 12/31/22



Credit Quality Distribution
as of 12/31/22



Maturity Distribution
as of 12/31/22



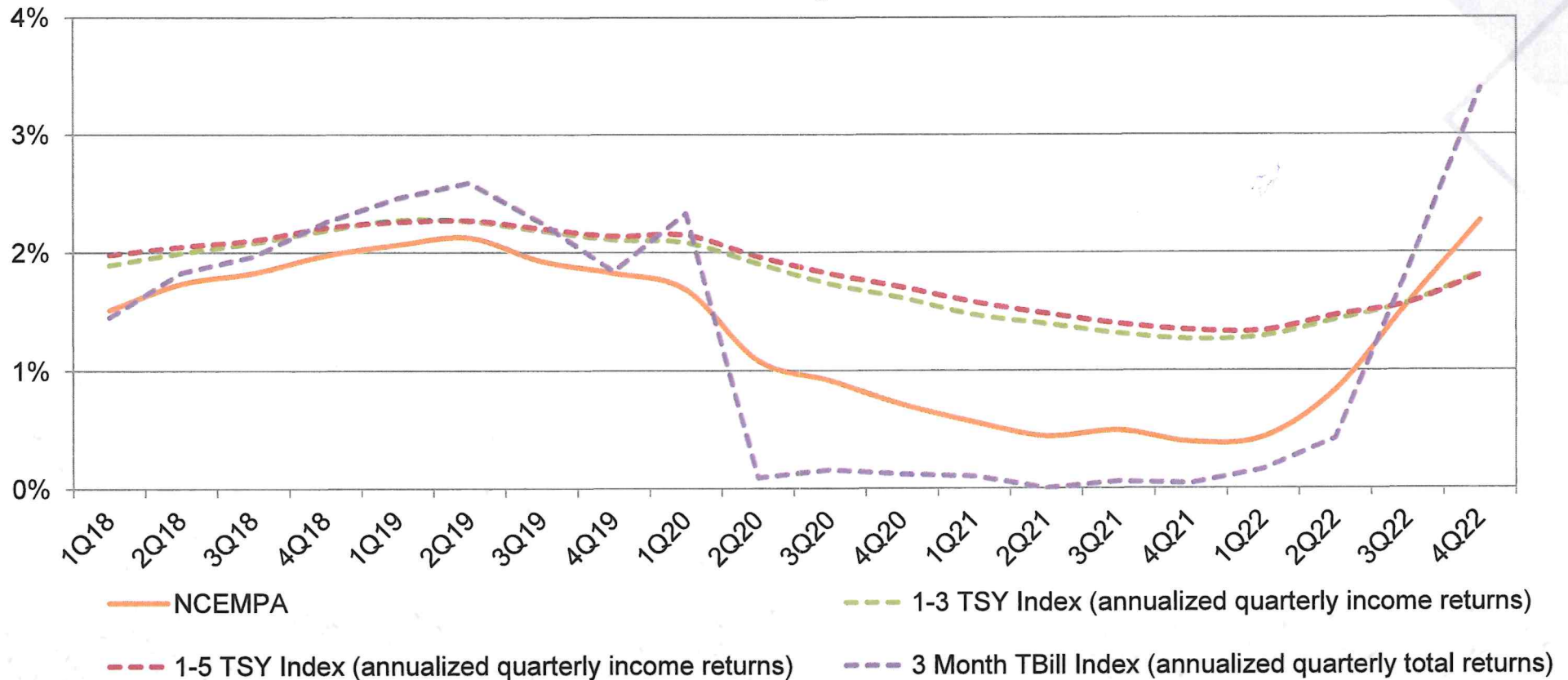
Portfolio Characteristics
as of 12/31/22

Yield at Cost	2.80%
Days to Maturity	1.2 years
Market Value*	\$200,479,580

* End of month trade-date market values of portfolio holdings, including accrued interest. Data as provided by ElectriCities

Historical Investment Returns

NCEMPA : Quarterly Effective Rates of Return versus
Income Return for Comparative Industry Benchmarks
1Q 2018 Through 4Q 2022



* NCEMPA return calculations are the annualized earnings for the period divided by the average daily balance of the portfolio.

* Source of Treasury Index data is Bloomberg Financial Systems. Effective rate of return equals total earnings for the period divided by average daily balance.

Legislative Update – Federal

- **Congress**

- Transformer Standards NOPR
 - Congressional letter
- Grip Grant Submission
 - Letters of Support

- **Executive/Regulatory**

- Distribution Transformer Standards
- Continued focus on supply chain
- Continued efforts on Infrastructure law grants
- NERC- grid security assessment





www.electricities.com

STAY CONNECTED

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-  @ElectriCitiesNC
-  @ElectriCitiesNC
-  [company/electricitiesnc](https://www.linkedin.com/company/electricitiesnc)
-  NC Public Power Channel



Legislative Update - State

- **Legislative**

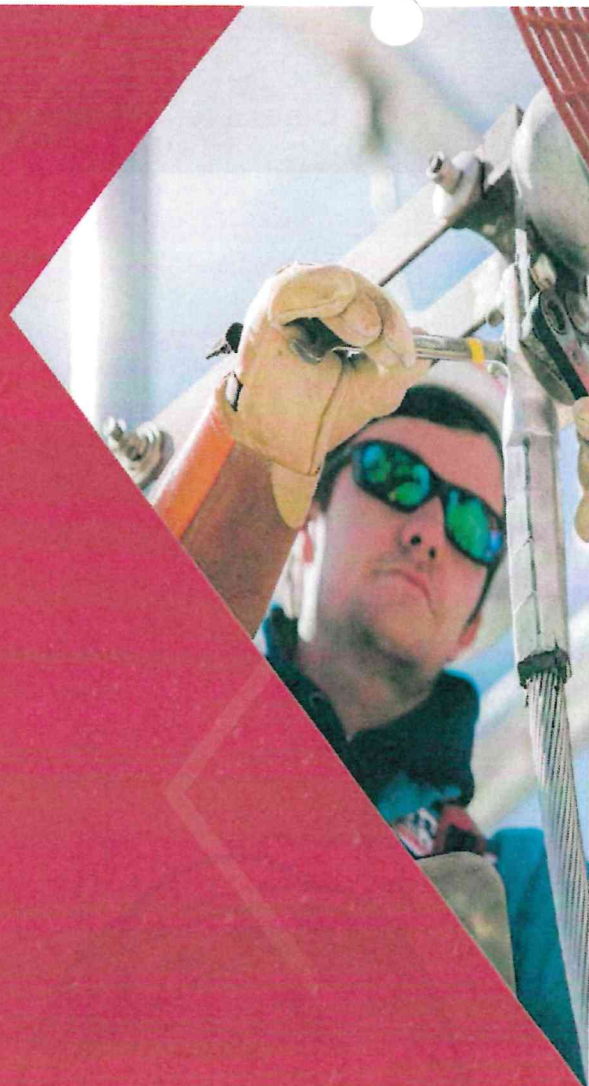
- Legislation being monitored:
 - S623, Transparent Electric Transfers
 - S648, Protect Critical Infrastructure II
 - S564, Improper Actions Claims Act
 - S678, Promote Clean Energy
 - Supply chain language
- Beginning to roll out grass tops effort
 - CRM
 - Survey
 - Legislative Day
 - New date reminder, May 9
 - RSVPS to Rhian
- Other:
 - United Healthcare - Ucards





Legislative Affairs Update

April 2023



Connections Summit Statistics

	2022	2023
Total Attendees	210	235
Members Represented	25	26
Member Attendees	62	86
Sponsors	28	33
Sponsor Revenue	\$79,000	\$99,050

- NCUC and UNC EPIC also in attendance



2023 Connections Summit Review

*NCEMPA Board of Commissioners Meeting
April 19, 2023*



General Session Topics

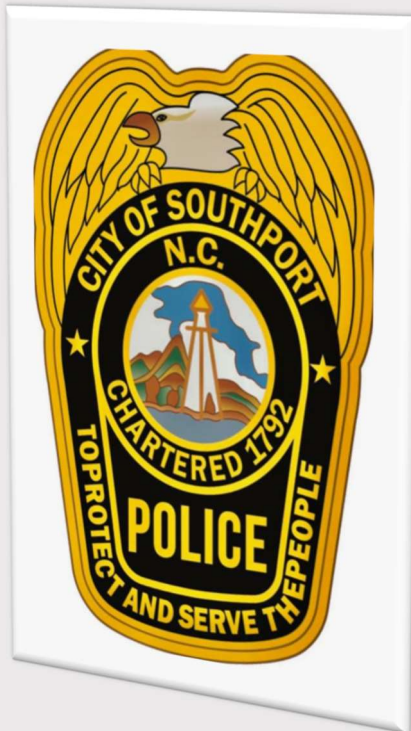
- **“Overview of Public Power Strategic Plan”**
 - Roy Jones
- **“What Today’s Customers Expect from Their Utility”**
 - Jordan Folks
- **“Identifying Value in Technology Investments”**
 - Panel Discussion
- **“Building Better Leaders for Tomorrow”**
 - Jean White

Breakout Session Topics

- Strategic planning and change management
- Meeting customer expectations
- Modern rate design
- AMI and technology investing
- Attracting and retaining a highly talented workforce
- Cloud-based services
- Bitcoin mining customers



POLICE



Monthly Summary

APRIL 2023

Chief Todd Coring
910-457-7913
tcoring@cityofsouthport.com
Facebook SouthportPoliceDepartmentNC

Southport Police Department

INCIDENT / OFFENSES

Total Calls for Service: 486

General Calls (some)

- Alarms – 25
- Meet Complainant – 54
- Suspicious Persons/Activity – 34
- Animal Control – 14
- Shoplifter – 1
- Disturbance & Domestic Calls – 24
- 911 Hang-Ups – 21
- Traffic Calls
- Traffic Stops – 100
- Motor Vehicle Accidents – 8
- Hit/Runs – 1
- Drunk Driver/C&R/ATL -9
- Assist EMS – 68
- Assist Fire – 3
- Special Events/Checks/Patrols – 58

ARREST / CITATION / CHARGES

- Arrest – 9
- Citations & Warnings – 70



Officers participated in several events citywide this month.
Continue w/ updates to Noise Ordinance and Off Duty Management

Community, Professionalism & Integrity

APRIL 2023 MONTHLY SUMMARY



Divisions of the Fire Department

Fire Division Calls for Service

Totals

Structural: 21 Vehicle: 0 MV Crash: 8

Woods/Brush: 3 Gas Spill/Leak: 3 Trash: 2

Water Rescue: 2 Electric: 3 Good Intent: 9

Mutual Aid: 4 Medical/CPR: 33 Other: 0

88

EMS Division Calls for Service

EMS Calls: 172 E-Transports: 66 NE-Transports: 11

183

Fire Prevention & Inspections

Permits: 18 Inspections: 28 Batteries: 19

Plan Reviews: 5 Smoke Alarm Installs: 11

Car Seats: 12 CPR Classes: 2 Tours: 44

139

Total Number of Fire Department Actions: 410

UPCOMING PROJECTS, GOALS, & EVENTS

The Southport EMS Auxiliary has completed a mass mailing donation letter to assist with reaching our goal of 25k by the end of June. The department is preparing for the 4th of July Festival, the first responders display, and firefighter competition. Members will be conducting a work detail on Saturday, May 20 at the downtown substation to pressure wash and paint the outside of the building. Catfish plate sale will be Friday, May 26 to benefit the Firemen's Fund. The department will be celebrating 2 very special events in May, International FF's Day, May 4 and National EMS Week, May 21-27. We will also be participating in the Memorial Day Celebration and parade on Monday, May 29.

Southport Parks and Recreation Department

April 2023 Monthly Report

On-Going Activities

Before/Afterschool

M-F 7:00am plus transportation to SES
Pick up from school and care till 5:15pm

Athletics

Open gym Thursday-Monday 5 – 9PM.

Senior Activities

Senior Preventative Exercise

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

Senior Crafts

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

Senior Bowling

Seniors travel to Wilmington to Bowl every Friday
morning.

Saturday Morning

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

Senior Luncheon

Potluck lunch held the 2nd Wednesday of every month.

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Fitness Classes

Martial Arts

Held at the Jaycee Building Tuesdays at 4:30pm

Core & Body Sculpting

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

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Buildings and Facilities Utilized and Rented out by Parks and Recreation

Franklin Square Park
City Pier
Kinglsey Park
Central Office
Waterfront Park
Riverwalk Gazebo
Atlantic Street Park

Caviness Park
Ft. Johnston Tennis Courts
City Gym
Jaycee Building
Ft. Johnston Playground
City Dock

Historic Riverwalk
Lowe/White Park
Garrison Lawn
Keziah Park
Senior Building
Bay Street Overloo

- Before and After school was held Monday-Friday.
- Summer Camp registration was held this month.
- Spring Break Camp was held April 10 – 14th. Kids went bowling, movies, skating
- Regular rental of buildings and parks continued.
- Budget preparation and presentation

Animal Protective Services Department

Kate Marshall

910-477-1486

kmarshall@cityofsouthport.com



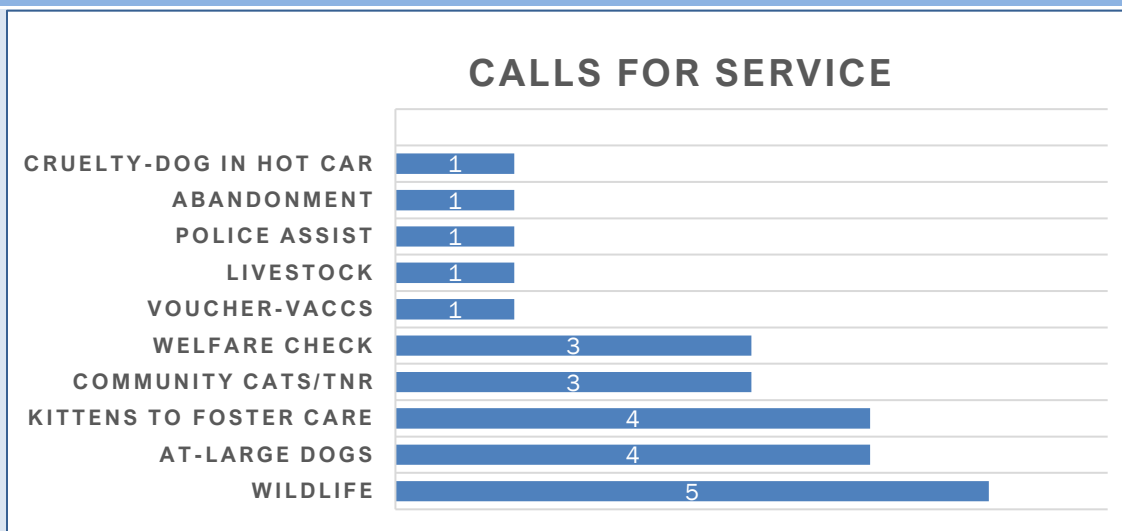
APRIL 2023 MONTHLY REPORT

ANIMAL PROTECTIVE SERVICES

DOCUPET PET LICENSES: 30 YEAR TO DATE: 75 (+30 OVER 2022)

ANIMAL BITES: 0 YEAR TO DATE: 2

VIOLATIONS/CALLS FOR SERVICE



LEGISLATION - PENDING

NC SENATE BILL 511 & NC HOUSE BILL 600: Bills propose allowing healthy cats impounded at an animal shelter without discernible indicia of ownership to be sterilized, ear-tipped, vaccinated, and returned to the location where trapped with no 72-hour minimum holding requirement. Cats will move through the shelters quicker, decreasing overcrowding, saving taxpayer dollars on in-shelter care, and supporting TNR with fewer barriers while maintaining local control of programs.

EVENTS



Co-exist with NC Wildlife information
April 29th Taylor Field Park & APS Building

TRAINING



Humane Society of United States
Animal Care Expo
April 3rd – April 6th New Orleans, LA



Performance Management in
Animal Services
April 12th

Utility Billing

Service Requests Report by Service Date

000244-03-2023	4/1/2023	Sewer Line Blocked
000002-04-2023	4/3/2023	Leak Detected - cust req check meter before they call a plumber
000003-04-2023	4/3/2023	Reconnect
000004-04-2023	4/3/2023	Miscellaneous REGISTER KEY BROKE INSIDE OF REGISTER. PLEASE ASSIST :)
000249-03-2023	4/3/2023	Remove Meter - cust request irrigation meter to be removed to discontinue service. Provide final read.
000005-04-2023	4/4/2023	Leak Detected AT THE METER
000010-04-2023	4/4/2023	Leak Detected - turn water off per roto rooter, water spraying every where. verbal to conner davis @ 4:30p
000007-04-2023	4/5/2023	The Admin Car needs the oil changed.
000011-04-2023	4/5/2023	Sewer Line Blocked jet lines
000012-04-2023	4/6/2023	Miscellaneous customer has concerns of a leak. please check meter
000013-04-2023	4/6/2023	Check Water Meter; This is an irrigation meter for Walmart but there has been no billed usage since 2013.
000016-04-2023	4/6/2023	Reconnect paid
000018-04-2023	4/6/2023	Install Water Meter
000104-03-2023	4/6/2023	Extension GRANTED UTIL 4/6/2023 IIN THE AMOUNT OF 134.21
000006-04-2023	4/10/2023	Install Irrigation Tap
000011-03-2023	4/10/2023	Miscellaneous RECEIVED PLEDGE 600.00

000014-04-2023	4/10/2023	Install Water Sewer Tap
000015-04-2023	4/10/2023	Install Water Meter
000021-04-2023	4/10/2023	Check Water Meter - CUST HAS HAD PLMBR OUT & CANT FIND LEAK. ADVISED HER USAGE WAS MINIMAL & IT COULD BE A LEAKY TOILET. SHE INSIST FOR THE METER TO BE CHECKED PER THE PLMBR,
000026-04-2023	4/10/2023	Meter Change Out
000028-04-2023	4/10/2023	Check Water Meter - cust req meter to be checked due to call about leak alert.
000092-03-2023	4/10/2023	Extension - for back billing of sewer
000165-03-2023	4/10/2023	Extension 170.14 to be paid 4.6.2023
000168-03-2023	4/10/2023	Extension 328.79 to be paid 4.6.2023
000172-03-2023	4/10/2023	Extension - LEAK ADJUSTMENT SUBMITTED
000027-03-2023	4/11/2023	Install Irrigation Tap
000031-04-2023	4/11/2023	Check Water Meter; Customer said she doesn't have any water. Please check
000029-04-2023	4/12/2023	Miscellaneous PLEASE RAISE CLOCK AND HANG BULLETIN BOARD UNDER IT. (IN JOYCE AND MARILYNS STATION)
000030-04-2023	4/12/2023	Miscellaneous Three orange construction cones are needed at friendship baptist church 620 clarendon ave. Please place stack behind the church.
000032-04-2023	4/12/2023	Check Water Meter - cust states he has no water but rdm states it is connected.
000044-04-2023	4/12/2023	Meter Change Out
000020-04-2023	4/13/2023	Install Irrigation Tap

000033-04-2023	4/13/2023	Miscellaneous; Employee called and said there is a large leak on the City side between the dumpsters and the parking lot beside Flava's. Please check asap.
000036-04-2023	4/13/2023	Miscellaneous; Customer called and said when there is a festival or large event, they have very strong sewer smell at their house. Would like it to be checked out.
000037-04-2023	4/13/2023	Install Irrigation Tap; fee paid
000039-04-2023	4/13/2023	Reconnect - CUST REQUEST IRRIGATION METER TURNED BACK ON
000040-04-2023	4/13/2023	Turn meter off - DISCONNECT DUE TO NON PAY VERIFY DRAFT GOES THROUGH 4.15.2023
000041-04-2023	4/13/2023	Turn meter off - DISCONNECT DUE TO NON PAY EXTENSION
000042-04-2023	4/13/2023	Turn meter off - DISCONNECT DUE TO NON PAY EXTENSION
000043-04-2023	4/13/2023	Remove Water Meter - CUST REQ IRRIGATION METER TO BE REMOVED & SERVICE DISCONTINUED. PROVIDE FINAL READ
000045-04-2023	4/13/2023	Reconnect - PAID
000049-04-2023	4/13/2023	Meter Change Out
000139-03-2023	4/13/2023	Extension 136.33 granted until 4/12/2023
000173-03-2023	4/13/2023	Miscellaneous - SIDEWALK ISSUES WITH PEOPLE FALLING. UNEVEN PAVEMENT @ALLEY WAY
000175-03-2023	4/13/2023	Extension 165.65 granted until 4/12/2023
000176-03-2023	4/13/2023	GRANTED IN THE AMOUNT OF 123.71 UNTIL 4/12/2023
000178-03-2023	4/13/2023	Extension 159.24 granted until 4/12/23
000046-04-2023	4/14/2023	Inspect RPZ/Install IRR Meter
000047-04-2023	4/14/2023	Miscellaneous; LOCATE METER AND POSSIBLY TURN OFF. HAVE PLUMBER THERE TO DO SOME WORK.

000050-04-2023	4/14/2023	Reconnect- PAID
000038-04-2023	4/17/2023	Miscellaneous - BUILDER REQUEST SEWER TO BE LOCATED
000057-04-2023	4/17/2023	Meter Change Out
000024-04-2023	4/18/2023	Install Water Sewer Tap
000025-04-2023	4/18/2023	Install Water Meter
000034-04-2023	4/18/2023	Miscellaneous water meter needs to be raised , advise if any additional charge needed.
000051-04-2023	4/18/2023	Miscellaneous - cust request meter box lid to be replaced 609-707-4364 Cindy Geary will there be a charge for the replacement?
000054-08-2022	4/18/2023	Install Water Sewer Tap
000055-04-2023	4/18/2023	Leak Detected - cust states plumber pulled meter no leak minet shows 50+ a hour
000055-08-2022	4/18/2023	Install Water Meter
000056-08-2022	4/18/2023	Install Water Sewer Tap
000057-08-2022	4/18/2023	Install Water Meter
000058-04-2023	4/18/2023	Reconnect
000059-04-2023	4/18/2023	Reconnect
000060-04-2023	4/18/2023	Inspect RPZ/Install IRR Meter
000060-08-2022	4/18/2023	Install Water Sewer Tap
000061-04-2023	4/18/2023	Install Water Meter
000061-08-2022	4/18/2023	Install Water Meter

000062-04-2023	4/18/2023	Reconnect - paid in full
000028-03-2023	4/19/2023	Install Irrigation Tap
000048-04-2023	4/19/2023	Install Irrigation Tap
000056-04-2023	4/19/2023	Install Irrigation Tap
000063-04-2023	4/19/2023	Remove Meter - PLEASE REMOVE METER DUE TO NO ONE LIVING IN HOUSE & DELETED ACCT
000066-04-2023	4/19/2023	Remove Water Meter - was on cut off list for non pay on 1109 N CASWELL & is using water
000068-04-2023	4/19/2023	Remove Meter - due to non pay 1109 N Caswell & using water
000065-04-2023	4/20/2023	Install Irrigation Tap
000067-04-2023	4/20/2023	Remove Water Meter - do to non pay on 1109 N caswell & using water
000069-04-2023	4/20/2023	Remove Water Meter - due to non pay on 1109 N caswell & using water
000070-04-2023	4/20/2023	Miscellaneous please bring small ladder to the kitchen at city hall.
000071-04-2023	4/20/2023	Reconnect
000072-04-2023	4/20/2023	Install Water Meter / RECONNECT METER 22236894
000073-04-2023	4/20/2023	Install Water Meter / RECONNECT METER 21162707 PAID IN FULL
000074-04-2023	4/20/2023	Reconnect METER 22181192 PAID IN FULL
000075-04-2023	4/20/2023	Install Water Meter RECONNECT METER 22180855 PAID IN FULL
000085-04-2023	4/20/2023	Meter Change Out - found during billing that the meter # is incorrect in both systems.
000076-04-2023	4/21/2023	Miscellaneous; There is a large spot in the utility office lobby. Can Colleen clean it with area carpet cleaner, please?

000079-04-2023	4/21/2023	Check Water Meter - cust states she has no water. she is in good standing & has never been on cut off list
000233-03-2023	4/21/2023	Miscellaneous - broken meter box needs fixed/replaced
000077-04-2023	4/24/2023	Install Irrigation Tap
000078-04-2023	4/24/2023	Install Irrigation Tap
000080-04-2023	4/24/2023	Sewer Line Blocked - this is the 4th request from cust.
000082-04-2023	4/24/2023	Leak Detected - cust called stated there is water pouring from meter
000088-04-2023	4/24/2023	Miscellaneous - electric issues at park per Todd Corning
000089-04-2023	4/24/2023	Check Water Meter - ZERO CONSUMPTION BILLED FOR SEVERAL MONTHS. PLEASE CHECK REGISTER/METER PROVIDE READ
000091-04-2023	4/24/2023	Check Water Meter - ZERO CONSUMPTION BILLED FOR SEVERAL MONTHS. CHECK REGISTER/METER. PROVIDE READ
000092-04-2023	4/24/2023	Check Water Meter - ZERO CONSUMPTION BEING BILLED FOR SEVERAL MONTHS. PLEASE VERIFY REGISTER/METER ARE WORKING. PROVIDE READ
000094-04-2023	4/24/2023	Check Water Meter - ZERO CONSUMPTION BILLED FOR SEVERAL MONTHS. THERE IS A TENANT IN THIS UNIT. PLEASE VERIFY REGISTER/METER WORKING & PROVIDE READ
000097-04-2023	4/24/2023	Check Water Meter - METER HAS A -9870g BACK FLOW READING (SEE 2ND PAGE) PLEASE CHECK METER & REGISTER. PROVIDE READ
000098-04-2023	4/24/2023	Inspect RPZ/Install IRR Meter
000099-04-2023	4/24/2023	Check Water Meter - ZERO CONSUMPTION BEING BILLED FOR SEVERAL MONTHS. PLEASE VERIFY REGISTER & /OR METER IS WORKING. PROVIDE READ
000100-04-2023	4/24/2023	Meter Change Out

000255-03-2023	4/24/2023	Miscellaneous CUSTOMER SAYS THAT THE TOILETS ARE EMPTY AND SHE HEARS A GURGLE NOISE. THINKS THERE MAY BE A SEWER BACK UP
000090-04-2023	4/25/2023	Check Water Meter - ZERO CONSUMPTION BILLED FOR SEVERAL MONTHS. CHECK REGISTER/METER PROVIDE READ
000103-04-2023	4/25/2023	Leak Detected - cust called in saying water is gushing out
000105-04-2023	4/25/2023	Meter Change Out
000106-04-2023	4/25/2023	Meter Change Out
000107-04-2023	4/25/2023	Inspect RPZ/Install IRR Meter
000108-04-2023	4/25/2023	Remove Meter - OUTSTANDING BALANCE NON PAY - REMOVE METER & DEACTIVATE ACCOUNT.
000115-04-2023	4/25/2023	Miscellaneous customer states that since the meter change out, water pressure has been very low.
000064-03-2023	4/26/2023	Check Water Meter -REOCCURING ERROR 53 UNABLE TO COMMUNICATE W/METER
000104-04-2023	4/26/2023	TURN ON EXISTING - CUST STATES HE NEEDS HIS IRRIGATION METER TURNED ON. PER MINET THE RDM IS ON. PLEASE CHECK METER
000114-04-2023	4/26/2023	Miscellaneous Please install a directional vent cover for the vent beside MS. Joyce so that It is not blowing directly on her. Thanks in advance
000117-04-2023	4/26/2023	Miscellaneous customer is experiencing strong sulfur smells please check sewer
000118-04-2023	4/26/2023	Reconnect
000119-04-2023	4/26/2023	Check Water Meter customer says water is not working
000120-04-2023	4/26/2023	Reconnect
000121-04-2023	4/26/2023	Reconnect PAID
000122-04-2023	4/26/2023	Reconnect - paid in full

000123-04-2023	4/26/2023	Reconnect
000124-04-2023	4/26/2023	Reconnect
000125-04-2023	4/26/2023	Reconnect
000126-04-2023	4/26/2023	Reconnect paid
000127-04-2023	4/26/2023	Sewer Line Blocked customer is not able to flush toilets and had been hearing gurgling sounds days prior.
000128-04-2023	4/26/2023	Reconnect paid
000129-04-2023	4/26/2023	Reconnect; Customer had extended period to pay.
000130-04-2023	4/26/2023	Reconnect paid
000131-04-2023	4/26/2023	Reconnect PAID
000132-04-2023	4/26/2023	Reconnect - PAID
000133-04-2023	4/26/2023	Reconnect PAID
000134-04-2023	4/26/2023	Reconnect paid
000135-04-2023	4/26/2023	Reconnect
000136-04-2023	4/26/2023	Reconnect
000140-04-2023	4/26/2023	Remove Meter - CUST REQ IRRIGATION METER TO BE REMOVED & SERVICE TO BE DISCONTINUED. PLEASE PROVIDE FINAL READ
000141-04-2023	4/26/2023	Reconnect PAID
000142-04-2023	4/26/2023	Reconnect paid
000143-04-2023	4/26/2023	Reconnect PAID

000145-04-2023	4/26/2023	Reconnect PAID
000146-04-2023	4/26/2023	Miscellaneous TREE IN THE MIDDLE OF THE ROAD NEAR RIVER HOTEL
000148-04-2023	4/26/2023	Reconnect AFTER HOURS FEE
000150-04-2023	4/26/2023	Reconnect AFTERHOURS VERBAL TO JT
000137-04-2023	4/27/2023	Inspect RPZ/Install IRR Meter
000147-04-2023	4/27/2023	Reconnect PAID
000151-04-2023	4/27/2023	Reconnect AFTER HOURS
000152-04-2023	4/27/2023	Reconnect paid
000153-04-2023	4/27/2023	Reconnect paid
000154-04-2023	4/27/2023	Reconnect PAID
000155-04-2023	4/27/2023	Door Hanger - CHECK METER & ASSURE ITS NOT A CITY ISSUE. METER RUNNING 20+/- G A HOUR. HAVE CALLED SEVERAL TIMES. PLEASE LEAVE DOOR HANGER TO NOTIFY OF ISSUE
000156-04-2023	4/27/2023	Check Water Meter - cust states she has no water. was not on disconnect list
000157-04-2023	4/27/2023	Reconnect PAID
000160-04-2023	4/27/2023	Reconnect PAID
000161-04-2023	4/27/2023	Reconnect
000164-04-2023	4/27/2023	Reconnect AFTER HOURS VERBAL TO TYRUS
000165-04-2023	4/28/2023	Door Hanger - LEAK ALERT 200+G A HOUR. IF NO ISSUE ON CITY SIDE. PLEASE TURN OFF WATER & LEAVE DOOR HANGER

000166-04-2023	4/28/2023	Door Hanger - LEAK ALERT 30+g A HOUR. DID CALL #ON FILE HAD TO LEAVE A MESSAGE.
000167-04-2023	4/28/2023	Turn meter off CUSTOMER IS HAVING SOME PLUMBING WORK DONE AND NEEDS WATER TURNED OFF.

WOID	Request Date	Description	Assigned To	Actual Completion Date
19852	3/27/2023	COOKIE WOULD LIKE THE EASTER TOTE FROM STORAGE.	David Kelly	3/27/2023
19857	3/27/2023	THURSDAY - MOVE BLEACHERS LOCATED AT THE BCC FIELD BESIDE CAVINESS PARK TO TAYLOR FIELD FOR RIBBON CUTTING.	Mike Spicer	3/28/2023
19858	3/27/2023	REMOVE DEAD DOGWOOD AT FRANKLIN SQ PARK AND REPLACE WITH ANOTHER DOGWOOD.	David Kelly	3/28/2023
19859	3/28/2023	PLEASE REMOVE ALL TRASHCANS FROM FRANKLIN SQ PARK BY WED, APRIL 5TH.	David Kelly	4/4/2023
19860	3/28/2023	PLACE 4 SETS OF BARRICADES AND 10 CONES ON HOWE & E. WEST ST. PLACE 4 BARRICADES & 10 CONES ON ATLANTIC E WEST ST	Mike Spicer	4/4/2023
19875	3/28/2023	LOCATE 313 W 11TH ST, INSTALL UNDGCABLE.	Tyrus Davis	3/29/2023
19876	3/31/2023	REMOVE BROKEN UP CONCRETE, SEE ATTACHED PICTURES. IN FRONT OF BASKETBALL COURT NEAR THE ENTRANCE.	Mike Spicer	4/4/2023
19877	3/31/2023	TAYLOR FIELD: TAKE PODIUM BACK TO INDIAN TRAIL (0301) BRING FOLDING CHAIRS BACK TO P&R. TAKE BANNER DOWN AND 2 BOWS AT THE SHELTER.	David Kelly	3/31/2023
19878	3/31/2023	LEAK AT WATER FOUNTAIN AT WATERFRONT PARK	Jeremy Kennedy	4/4/2023
19879	4/3/2023	BEAUTIFICATION CLEAN UP: CAVINESS PARK, POLLINATOR GARDEN, CEMETERY ACROSS FROM JAIL ANNEX.	David Kelly	4/4/2023
19880	4/3/2023	REPLACE A CEILING TILE	Jeremy Kennedy	4/3/2023
19881	4/4/2023	NEED BARRICADE AT ATLANTIC ACCESSSS TO WATER	Mike Spicer	4/4/2023
19882	4/4/2023	MOWERS BROKE A MAILBOX ON HERRING & NASH, IT IS LAYING IN THE YARD.	David Kelly	4/6/2023
19883	4/5/2023	TIGHTEN OR REPLACE DOOR STOPS ON THE COMMUNITY BLDG DOORS. ORDERED DOOR STOPS	Jeremy Kennedy	4/10/2023
19884	4/5/2023	PRUNE AZALEAS AT FRANKLIN SQ PARK.	David Kelly	4/21/2023
19885	4/6/2023	PLEASE CHECK THE ELECTRICITY AT KEZIAH PARK. EVENT SATURDAY.	Harlan Pyles	4/6/2023
19886	4/6/2023	TAKE A LOOK AT THE UPSTAIRS TOILET, SAME SIDE AS BREAK ROOM. IT IS RUNNING CONSTANTLY.	Jeremy Kennedy	

19887	4/10/2023	PUT A LOCK ON THE CLOSET FOR COOKIE	Harlan Pyles	4/11/2023
19888	4/10/2023	5982 & 5984 GRAY SQUIRREL PATH, INSTALLING ELECTRIC LINE	Tyrus Davis	3/31/2023
19891	3/30/2023	LOCATE 216 W NASH ST, REPAIR SEWER LINES	Tyrus Davis	3/30/2023
19892	3/28/2023	LOCATE 1105 SPINCAST RD, INSTALLING ELECTRIC LINE	Tyrus Davis	3/31/2023
19893	3/28/2023	LOCATE 1117 SPINCAST RD, ELECTRIC LINED	Tyrus Davis	3/31/2023
19894	3/28/2023	LOCATE 1024 DOWNRIGGER TRAIL, INSTALLING ELECTRIC LINE	Tyrus Davis	3/31/2023
19895	3/28/2023	LOCATE HWY211/HOWE ST/SANDY LANE FOR SEWER LINE & UTILITY AND GRADING	Tyrus Davis	3/29/2023
19897	3/27/2023	LOCATE 110 E NASH ST/I AM ST, SIGN INSTALLATION	Tyrus Davis	3/30/2023
19898	3/27/2023	LOCATE N HOWE ST/RIVER RD, MANHOLE CORE	Tyrus Davis	3/30/2023
19899	4/10/2023	LOCATE DOWNRIGGER TRAIL, UNDG CABLE, ELECTRIC	Tyrus Davis	4/3/2023
19900	3/28/2023	LOCATE 420 CADES TRAIL, INSTALL ELECTRIC LINE	Tyrus Davis	4/3/2023
19901	4/10/2023	LOCATE 708 LONGLEAF DR, REMOVE TREE	Tyrus Davis	4/3/2023
19903	3/29/2023	LOCATE 4010 NORSEMAN LOOP, INSTALL UNDG CABLE.	Tyrus Davis	4/3/2023
19904	3/28/2023	LOCATE 109 E MOORE ST/N HOWE ST, INSTALL WATER/SEWER TAP	Tyrus Davis	4/3/2023
19905	3/28/2023	LOCATE 1121 SPINCAST RD, INSTALL ELECTRIC LINE	Tyrus Davis	4/3/2023
19906	3/28/2023	LOCATE 513 W OWENS ST, INSTALL WATER SEWER TAP	Tyrus Davis	4/3/2023
19908	3/27/2023	LOCATE 114 W 14TGH ST, INSTALL WATER/SEWER TAP	Tyrus Davis	4/3/2023
19909	3/30/2023	LOCATE 515 TO 815 W ST GEORGE, NEW CONSTRUCTION	Tyrus Davis	4/4/2023
19910	4/11/2023	PLEASE MOP SENIOR BLDG EARLY WED. MORNING FOR A LUNCHEON.	Robin Clark	4/12/2023

19911	4/3/2023	LOCATE QUARTER MASTER, UTILITIES	Tyrus Davis	4/4/2023
19912	4/11/2023	FT JOHNSTON TOILET ON LEFT HAS A STUCK HANDLE.	Jeremy Kennedy	4/11/2023
19913	3/29/2023	LOCATE 1600 BLOCK OF N HOWE, CABLE	Tyrus Davis	4/4/2023
19914	3/30/2023	LOCATE 233 - 415 E LEONARD/8TH ST, NEW GAS MAIN	Tyrus Davis	4/4/2023
19915	3/30/2023	LOCATE 6010 SPIERUSH TRAIL, NEW GAS SERVICE	Tyrus Davis	4/4/2023
19916	3/30/2023	LOCATE 404 BRUNSWICK, INSTALLING POOL	Tyrus Davis	4/4/2023
19917	3/30/2023	LOCATE E 8TH, NEW GAS MAIN	Tyrus Davis	4/4/2023
19918	3/30/2023	LOCATE 415 FIREFLY LANE, ELECTRIC LINE	Tyrus Davis	4/4/2023
19919	3/30/2023	LOCATE HIGHLAND PARK AVE, SITE WORK	Tyrus Davis	4/4/2023
19920	3/30/2023	LOCATE ATLANTIC/E 13TH, SITE WORK	Tyrus Davis	4/4/2023
19922	4/3/2023	LOCATE 6205 PEBBLE SHORE, INSTALLING POOL	Tyrus Davis	4/5/2023
19923	4/4/2023	LOCATE 110 E NASH ST, SIGN INSTALLATION	Tyrus Davis	4/5/2023
19924	4/4/2023	LOCATE 233 E LEONARD ST/WILLIS DR	Tyrus Davis	4/5/2023
19925	4/3/2023	LOCATE 209 N LORD ST/W WEST ST, LANDSCAPING	Tyrus Davis	4/5/2023
19926	4/3/2023	LOCATE 308 W WEST, LANDSCAPING	Tyrus Davis	4/5/2023
19927	3/31/2023	LOCATE 502 CADES TRAIL/LORD BENJAMIN ST, BURY PHONE DROP	Tyrus Davis	4/5/2023
19928	3/31/2023	LOCATE 1000 N CASWELL AVE/W 10TH, PLANTING TREES	Tyrus Davis	4/5/2023
19929	4/3/2023	LOCATE 1130 N HOWE ST/STUART AVE, SOIL TEST BORINGS	Tyrus Davis	4/5/2023
19930	4/6/2023	LOCATE 488 & 492 JABBERTOWN RD, NEW CONSTRUCTION	Tyrus Davis	4/6/2023

19931	4/3/2023	LOCATE 1155 N CASWELL AVE, INSTALLING ELECTRIC LINE	Tyrus Davis	4/6/2023
19932	4/3/2023	LOCATE 215 E LEONARD/E OWENS, INSTALLING GAS LINE	Tyrus Davis	4/6/2023
19933	4/6/2023	LOCATE 110 E NASH, SIGN INSTALLATION	Tyrus Davis	4/6/2023
19934	4/11/2023	LOCATE 8TH ST, DAMAGE	Tyrus Davis	4/11/2023
19935	4/4/2023	LOCATE 5128 PRICES CREEK, INSTALL WELL	Tyrus Davis	4/10/2023
19936	4/3/2023	LOCATE 6181 COMPASS CT, INSTALLING ELECTRIC LINE	Tyrus Davis	4/10/2023
19937	4/3/2023	LOCATE 5972-5974 GRAY SQUIRREL PATH, MAIN CABLE	Tyrus Davis	4/10/2023
19938	4/3/2023	LOCATE 5000-5006 CANVAS BACK CT, MAIN CABLE	Tyrus Davis	4/10/2023
19939	4/3/2023	LOCATE 314 WILLIS DR, INSTALLING ELECTRIC LINE	Tyrus Davis	4/10/2023
19940	4/3/2023	LOCATE 404 BRUNSWICK ST, INSTALLING ELECTRIC	Tyrus Davis	4/10/2023
19941	4/3/2023	LOCATE 605 PORT HAVEN WAY, INSTALL UNDГ CABLE	Tyrus Davis	4/10/2023
19942	4/5/2023	LOCATE 624 MARSH GRASS CT/COTTAGE CREEK RD, INSTALL UNDГ	Tyrus Davis	4/10/2023
19943	4/6/2023	LOCATE 1014 CAPTAIN ADKINS DR, SEPTIC SYSTEM REPAIR	Tyrus Davis	4/11/2023
19944	4/5/2023	LOCATE 598 N FODALE AVE/MEMORY LANE, STUMP REMOVAL	Tyrus Davis	4/11/2023
19945	4/5/2023	LOCATE 820 CAPE HARBOR DR, REPORT OF DAMAGE	Tyrus Davis	4/11/2023
19946	4/5/2023	LOCATE 618 PORT HAVEN WAY, INSTALL UNDГ CABLE	Tyrus Davis	4/11/2023
19947	4/5/2023	LOCATE 1240 N CASWELL AVE, INSTALLING FENCE	Tyrus Davis	4/11/2023
19948	4/5/2023	LOCATE 215 WILLIS DR/E NASH ST, INSTALL UNDГ CABLE.	Tyrus Davis	4/11/2023
19949	4/5/2023	LOCATE 6064 SULLIVANS RIDGE RD, INSTALL UNDГ CABLE.	Tyrus Davis	4/11/2023

19950	4/13/2023	LOCATE 6064 SULLIVANS RIDGE RD, UNDG CABLE.	Tyrus Davis	4/11/2023
19951	4/5/2023	LOCATE 311 FIREFLY LANE, GRADING	Tyrus Davis	4/11/2023
19952	4/10/2023	LOCATE 5982 & 5984 - GAS AND ELECTRIC LINE	Tyrus Davis	4/12/2023
19953	4/7/2023	LOCATE DOWNRIGGER TRAIL, BURY MAIN LINE	Tyrus Davis	4/12/2023
19954	4/10/2023	LOCATE ATLANTIC AVE, NEW GAS SERVICE	Tyrus Davis	4/12/2023
19955	4/13/2023	A PLANK ON THE COMMUNITY BLDG. DECK NEEDS NAILED BACK DOWN.	Harlan Pyles	4/14/2023
19956	4/17/2023	BAY ST WATER FOUNTAIN BUTTON IS BROKEN, HAD TO SHUT IT DOWN FRIDAY NIGHT. PLEASE CHECK.	Harlan Pyles	4/17/2023
19957	4/10/2023	LOCATE 406 HERRING DR, INSTALLING WATER/SEWER LINES	Tyrus Davis	4/12/2023
19958	4/6/2023	LOCATE 1163 N CASWELL AVE, INSTALLING ELECTRIC LINE	Tyrus Davis	4/12/2023
19959	4/7/2023	LOCATE 216 W BAY ST, LANDSCAPING	Tyrus Davis	4/12/2023
19960	4/10/2023	LOCATE 5994 GRAY SQUIRREL PATH, NEW GAS SERVICE	Tyrus Davis	4/13/2023
19961	3/30/2023	LOCATE 6010 SPIKERUSH, NEW GAS SERVICE	Tyrus Davis	4/13/2023
19962	4/12/2023	LOCATE 215 E LEONARD ST, INSTALLING GAS LINE	Tyrus Davis	4/13/2023
19963	4/12/2023	LOCATE 6181 COMPASS CT, INSTALL ELECTRIC LINE	Tyrus Davis	4/13/2023
19964	4/10/2023	LOCATE 306 E BROWN ST/N ATLANTIC, INSTALL WATER/SEWER TAP	Tyrus Davis	4/13/2023
19965	4/10/2023	LOCATE 6040 DUTCHMAN CREEK, LANDSCAPING	Tyrus Davis	4/13/2023
19966	4/11/2023	LOCATE ATLANTIC AVE, NEW GAS LINE	Tyrus Davis	4/14/2023
19967	4/11/2023	LOCATE ALONG RIVER DRIVE, UNDERGROUND POWER	Tyrus Davis	4/14/2023
19968	4/11/2023	LOCATE N FODALE AVE, NEW GAS LINE	Tyrus Davis	4/14/2023

19969	4/18/2023	MOVE EASTER TOTES BACK TO STORAGE	David Kelly	4/20/2023
19970	4/12/2023	LOCATE ROBERT RUARK DR/N HOWE ST, WATER LINE TIE IN.	Tyrus Davis	4/17/2023
19971	4/12/2023	LOCATE N HOWE ST/SANDY LANE, WATER LINE TIE IN	Tyrus Davis	4/17/2023
19972	4/12/2023	LOCATE J SWAIN BLVD. WATER LINE TIE IN	Tyrus Davis	4/17/2023
19973	4/11/2023	LOCATE 110 E NASH ST, SIGN INSTALLATION	Tyrus Davis	4/14/2023
19974	4/13/2023	LOCATE 5017 WINAFRED ST, SOIL BORINGS	Tyrus Davis	4/14/2023
19975	4/12/2023	LOCATE 414 N ATLANTIC AVE, INSTALL WHEELCHAIR RAMP	Tyrus Davis	4/17/2023
19976	4/12/2023	LOCATE 5008 JETTY CT, ANCHORING DOWN SHED	Tyrus Davis	4/17/2023
19977	4/11/2023	LOCATE 5982 GRAY SQUIRREL PATH, NEW GAS SERVICE	Tyrus Davis	4/17/2023
19978	4/12/2023	LOCATE N HOWE ST/RIVER RD, INSTALLING TRAFFIC SIGNAL	Tyrus Davis	4/17/2023
19979	4/11/2023	LOCATE 250 E 11TH ST, REPLACING WATER SERVICE	Tyrus Davis	4/17/2023
19980	4/12/2023	LOCATE 406 W WEWST ST/CLARENDON, BURY PHONE DROP	Tyrus Davis	4/17/2023
19981	4/11/2023	LOCATE 613 CLARENDON, INSTALLING POSTS	Tyrus Davis	4/17/2023
19982	4/12/2023	LOCATE 6040 DUTCHMAN CREEK RD, LANDSCAPING	Tyrus Davis	4/14/2023
19983	4/14/2023	LOCATE 5984 GRAY SQUIRREL PATH, INSTALLING ELECTRIC LINE	Tyrus Davis	4/18/2023
19984	4/14/2023	LOCATE 5982 GRAY SQUIRREL PATH, INSTALLING ELECTRIC LINE	Tyrus Davis	4/18/2023
19985	4/13/2023	N HOWE/RIVER RD, MANHOLE CORE	Tyrus Davis	4/18/2023
19986	4/13/2023	LOCATE N HOWE ST/ROBERT RUARK DR, SEWER LINE	Tyrus Davis	4/18/2023
19987	4/13/2023	LOCATE N HOWE ST/SANDY LANE, WATER AND SEWER INSTALL	Tyrus Davis	4/18/2023

19988	4/13/2023	LOCATE N HOWE ST/SANDY LANE, SEWER LINE	Tyrus Davis	4/18/2023
19989	4/13/2023	LOCATE N HOWE ST/SANDY LANE, WATER/SEWER INSTALL	Tyrus Davis	4/18/2023
19990	4/13/2023	LOCATE N HOWE ST/WOODSIDE DR, WATERLINE REPAIR	Tyrus Davis	4/18/2023
19991	4/14/2023	LOCATE 513 N ATLANTIC AVE, NEW GAS SERVICE	Tyrus Davis	4/19/2023
19992	4/18/2023	LOCATE 414 N ATLANTIC/E BROWN, INSTALLING WHEELCHAIR RAMP	Tyrus Davis	4/19/2023
19993	4/17/2023	LOCATE VARIOUS AREAS ON RIVER DRIVE, MARKS WERE DESTROYED.	Tyrus Davis	4/19/2023
19994	4/14/2023	LOCATE 6218 PEBLE SHORE LANE, INSTALLING ELECTRIC	Tyrus Davis	4/19/2023
19995	4/14/2023	LOCATE 248 E 11TH ST, INSTALLIKNG ELECTRIC LINE	Tyrus Davis	4/19/2023
19996	4/14/2023	LOCATE 1155 N CASWELL AVE, INSTALLING ELECTRIC LINE	Tyrus Davis	4/19/2023
19997	4/14/2023	LOCATE 611 W BROWN ST, BURY PHONE DROP	Tyrus Davis	4/19/2023
19998	4/14/2023	LOCATE 215 E LEONARD, INSTALL DRIVEWAY AND LANDSCAPING	Tyrus Davis	4/19/2023
19999	4/20/2023	LOCATE 215 E LEONARD ST, INSTALL DRIVEWAY.	Tyrus Davis	4/19/2023
20001	4/18/2023	LOCATE 6010 SPIERUSH TRAIL, NEW GAS SERVICE	Tyrus Davis	4/19/2023
20002	4/24/2023	LOCATE 4412 WILLOW MOSS WAY, INSTALL UNDГ CABLE.	Tyrus Davis	4/20/2023
20003	4/17/2023	LOCATE 4422 WILLOW MOSS WAY, STORM WATER.	Tyrus Davis	4/20/2023
20004	4/17/2023	LOCATE 6167 RIVER SOUND CIR, GRADING	Tyrus Davis	4/20/2023
20005	4/17/2023	LOCATE 207 SAND DOLLAR LANE, LANDSCAPING	Tyrus Davis	4/20/2023
20006	4/17/2023	LOCATE 110 HIGHLAND PARK AVE, INSTALL UNDГ CABLE.	Tyrus Davis	4/20/2023
20007	4/17/2023	LOCATE 114 W BAY ST/S LORD ST, INSTALL UNDГ CABLE.	Tyrus Davis	4/20/2023

20008	4/17/2023	LOCATE 509 W WEST ST, INSTALLING GAS LINE	Tyrus Davis	4/20/2023
20009	4/17/2023	LOCATE 606 PORT HAVEDN, UNDG CABLE.	Tyrus Davis	4/20/2023
20010	4/17/2023	LOCATE 713 BURLINGTON AVE, GRADING	Tyrus Davis	4/20/2023
20011	4/17/2023	CLOGGED MENS RESTROOM AT 209 N ATLANTIC.	Jeremy Kennedy	4/24/2023
20012	4/25/2023	REMOVE SOME STONE FROM WALK PATH ON RHETT/MOORE ST, SEE TOM	David Kelly	4/28/2023
20013	4/17/2023	LOCATE N HOWE/SANDY LANE, CABLE.	Tyrus Davis	4/20/2023
20014	4/18/2023	LOCATE 618 W ST GEORGE, NEW CONSTRUCTION	Tyrus Davis	4/21/2023
20015	4/18/2023	LOCATE 515-815 W ST GEORGE/QUARTER MASTER, GRADING UTILITIES	Tyrus Davis	4/21/2023
20016	4/18/2023	LOCATE HIGHLAND PARK AVE, SITE WORK	Tyrus Davis	4/21/2023
20017	4/18/2023	LOCATE ATLANTIC AVE, SITE WORK	Tyrus Davis	4/21/2023
20018	4/18/2023	LOCATE ROBERT RUARK DR, STUMP REMOVAL	Tyrus Davis	4/21/2023
20020	4/19/2023	LOCATE 6205 PEBBLE SHORE LANE, NEW GAS SERVICE	Tyrus Davis	4/24/2023
20021	4/19/2023	LOCATE 415 E LEONARD ST, INSTALL UNDG CABLE.	Tyrus Davis	4/24/2023
20022	4/18/2023	LOCATE 212 SAND DOLLAR LANE, PLANTING REMOVING TREES	Tyrus Davis	4/24/2023
20023	4/19/2023	LOCATE 1033 DOWNRIGER TRAIL/SPINCAST RD, INSTALL UNDG CABLE.	Tyrus Davis	4/24/2023
20026	4/20/2023	LOCATE QUARTER MASTER/COTTAGE POINT WAY, UTILITIES	Tyrus Davis	4/24/2023
20027	4/24/2023	LOCATE 302 PARK AVE EXT, INSTALL UNDG CABLE	Tyrus Davis	4/24/2023
20028	4/18/2023	LOCATE 212 SAND DOLLAR LANE, PLANTING & REMOVING TREES	Tyrus Davis	4/24/2023
20030	4/21/2023	LOCATE 233 E LEONARD ST/WILLIS DR, NEW GAS SERVICE	Tyrus Davis	4/24/2023

20031	4/25/2023	LOCATE 5994 GRAY SQUIRREL PATH, DESTROYED MARKS	Tyrus Davis	4/26/2023
20032	4/24/2023	LOCATE 714 N HOWE ST, INSTALL ELECTRICAL CONDUIT	Tyrus Davis	4/26/2023
20033	4/21/2023	LOCATE ALONG N CASWELL 916 THRU 1224 / WATER/SEWER	Tyrus Davis	4/26/2023
20034	4/25/2023	LOCATE 618 MACKENZIE, INSTALLING POOL	Tyrus Davis	4/27/2023
20035	4/24/2023	LOCATE 6181 COMPASS CT, ELECTRIC LINE	Tyrus Davis	4/27/2023
20036	4/24/2023	LOCATE 811 CADES TRAIL, BURY PHONE DROP	Tyrus Davis	4/27/2023
20000	4/20/2023	FIX POT HOLE ON ST GEORGE / HOWE ST AREA	Mike Spicer	



NCEMPA
1427 MEADOW WOOD BLVD.
RALEIGH, NC 27604

Power Billing Statement

North Carolina Eastern Municipal Power Agency

MEMBER	BILL DATE	DUE DATE	FOR SERVICE	TOTAL DUE
SOUTHPORT	05/10/23	05/20/23	04/01/23 - 04/30/23	\$316,342.19

Wholesale Power Service Schedule FR-8

DESCRIPTION	RATE	QTY	AMOUNT
Demand Charges:			
All Demand	\$21.17/kW	7,629	161,505.93
Energy Charges:			
Monthly Energy Charge	\$.02673/kWh	4,075,155	108,928.89

Additional Charges

DESCRIPTION	RATE	QTY	AMOUNT
Rider 1 FRPPA True-Up Charge/(Credit)			0.00
Rider 2 Delivery Surcharge	\$0.06/kW	7,629	457.74
Rider 3B Leased Facilities Surcharge	\$0.88/kW	9,081	7,991.28
Rider 6A NCEMPA Generation Credit			(1,824.77)
Rider 6B NCEMPA Generation Credit			(3,377.47)
Rider 7A Power Agency Service (PAS) Charge			9,493.20
Rider 7B Renewable Energy Portfolios Standards (REPS) Charge			1,807.79
Rider 8 Debt Defeasance Support Charge			31,359.60
Other Charges/(Credits)			0.00

Power Bill payment made by ACH Debit

TOTAL AMOUNT DUE

\$316,342.19

If you have any questions concerning this bill, call Gail Duke at 919-760-6212



MEMBER	BILL DATE	FOR SERVICE	MEMBER NCP	MEMBER CP
SOUTHPORT	05/10/23	04/01/23 - 04/30/23	04/07 @ 1700 / 9,081 kW	7,629 kW

DEP System Peak = 04/06/23 @ 1700 8,385 Megawatts

DEMAND DATA

(A)	(B)	(C)	(D)	(E)	(F=D-E)
DELIVERY POINT	NCP Date & Time	NCP kW	CP kW	SEPA kW	BILLED DEMAND
SOUTHPORT DP	04/07/23 @ 1700	9,081	7,629	0	7,629
TOTAL			7,629	0	7,629

ENERGY DATA

	(G)	(H)	(I=G-H)		
DELIVERY POINT	METERED kWh	SEPA kWh	BILLED kWh	METERED KVAR	EXCESS KVAR
SOUTHPORT DP	4,075,155	0	4,075,155	1,335,715	0
TOTAL	4,075,155	0	4,075,155	1,335,715	0



MEMBER	BILL DATE	FOR SERVICE
SOUTHPORT	05/10/23	04/01/23 - 04/30/23

Billing Summary

	CALENDAR YEAR (JAN23 - APR23)	FISCAL YEAR (JUL22 - APR23)
Total Bill	\$1,519,822.78	\$4,028,174.88
Metered Energy (Includes SEPA kWh)	17,178,171	49,665,424
SEPA Energy	0	0



MEMBER	BILL DATE	FOR SERVICE
SOUTHPORT	05/10/23	04/01/23 - 04/30/23

Summary of Billing Determinants at Metering Point

DEP ID	METERING POINT	NCP DATE TIME	NCP kW	CP kW	METERED kWh	MAX. LAGGING kVAR	EXCESS kVAR	MAX. LEADING kVAR
240	SOUTHPORT MP	04/07 @ 1700	9,081	7,629	4,075,155	3,456	0	0
TOTAL				7,629	4,075,155			



Power Billing Statement

North Carolina Eastern Municipal Power Agency

MEMBER	BILL DATE	FOR SERVICE
SOUTHPORT	05/10/23	04/01/23 - 04/30/23

Summary of Distributed Generation Credits

	Rider 6A	Rider 6B
Total CP kW	15,550	21,581
Total Transmission kW	15,550	21,581
Total Energy (kWh)	222,626	298,220
Member % of Revenue	0.7826%	0.8961%
CP Demand (kW)	122	193
Transmission (kW)	122	193
Energy (kWh)	1,742	2,672
CP Demand Credit(\$)	(2,296.66)	(3,633.23)
Transmission Demand Credit(\$)	(240.70)	(380.79)
Energy Credit(\$)	(45.83)	(70.30)
Distributed Generation Credit(\$)	(2,583.19)	(4,084.32)
Power Agency Expense(\$)	758.42	706.85
TOTAL MONTH CREDIT(\$)	(1,824.77)	(3,377.47)



MEMBER	BILL DATE	FOR SERVICE
SOUTHPORT	05/10/23	04/01/23 - 04/30/23

Rider 7A - Power Agency Services (PAS) Charge

The Power Agency Service Charge on the wholesale power billing statement is based on costs and services approved by the North Carolina Eastern Municipal Power Agency Board of Commissioners and by the Electricities Board of Directors and is undertaken and operated by the Power Agency for the benefit of the Members. These costs include: NERC and SERC compliance activities; APPA dues; legislative, financial, and legal support, including territorial issues and other member services; Power Agency operations, billing activities, and rate support, economic development, communications, training and Power Agency administrative and general expenses.

The Power Agency Services charge 2023 projection is reflected in the January 2023 billing data.

The Power Agency Services charge 2022 True-Up adjustment of \$ (181.65) is applied to the April 2023 through March 2024 billing data.

Power Agency Service Charge(\$)	\$9,493.20
Power Agency Service %	0.82 %

Rider 7B - Renewable Energy Portfolio Standards (REPS) Charge

The Renewable Energy Portfolio Standards (REPS) Charge 2023 projection is reflected in the January 2023 billing data.

The Renewable Energy Portfolio Standards (REPS) Charge 2022 True-Up adjustment of \$ (1,285.90) is applied to the April 2023 through March 2024 billing data.

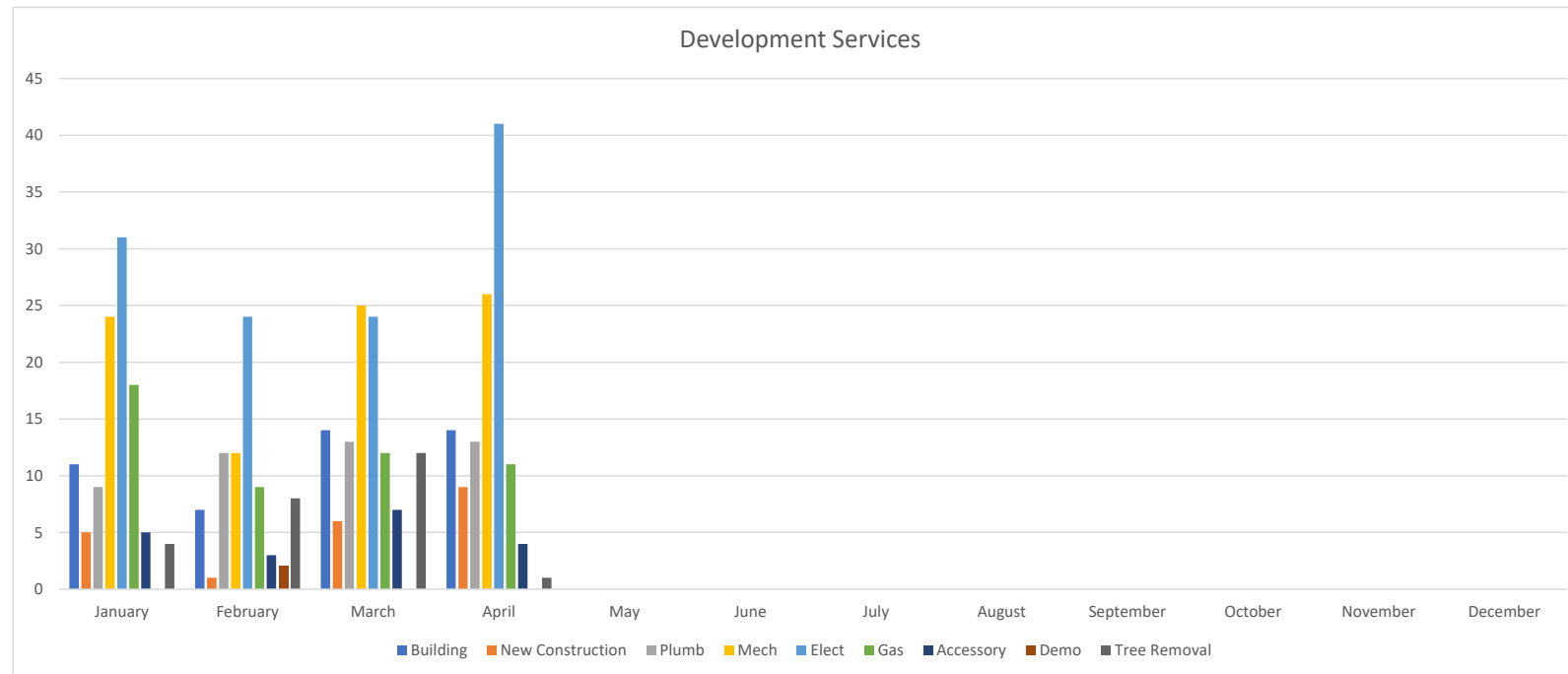
Renewable Energy Portfolio Standards Charge(\$)	\$1,807.79
Renewable Energy Portfolio Standards %	0.82 %

Rider 8 - Debt Defeasance Support Charge

The Defeasance Debt Service Support Charge line on the wholesale power billing statement is the Member's share of monthly support costs, as defined in the Debt Service Support Contract. This monthly debt charge will be assigned to and recovered from the Member in accordance with the terms and conditions of the Full Requirements Power Sales Agreement and the Debt Service Support Contract. The planned repayment term of the defeasance bond is ten years.

Debt Service Support Charge(\$)	\$31,359.60
Debt Service Support %	0.74 %

Month	Building	New Construction	Plumb	Mech	Elect	Gas	Accessory	Demo	Tree Removal	Inspections
January	11	5	9	24	31	18	5	0	4	439
February	7	1	12	12	24	9	3	2	8	385
March	14	6	13	25	24	12	7	0	12	397
April	14	9	13	26	41	11	4	0	1	415
May										
June										
July										
August										
September										
October										
November										
December										



DEPARTMENT OF COMMUNITY RELATIONS
May Report 2023

April 2023:

Randy Jones,
Director of Community Relations

Number of Visitors	2,393
Visitors' Center Donations (FYTD)	\$ 3,876.00
Film Permit Revenue (FYTD)	\$ 11,100.00
Special Events Revenue (FYTD)	\$ 11,100.00
Community Building (FYTD)	\$ 174,271.76
Occupancy Tax (FYTD)	\$ 179,900.72
Fiscal Year Total	\$ 380,248.48

Tourism

- The "This is our Town" cleanup was held on April 1st, much of the time was spent weeding and planting. The next cleanup will be May 6th.
- Southport Spring Festival was April 7-8 in Franklin Square Park. We had a large attendance on Friday, but unfortunately Saturday's weather was a challenge. Despite that, the vendors were happy with Friday's turn out. Next years dates are March 29th and 30th.
- Southport Woman's Club 2023 Art Festival was April 7 in the Southport Community Building.
- The Community Relations Dept sponsored Friends of the Maritime Museum New Orleans Style Jazz Night on April 21st, where Randy was the auctioneer! They had a great turn out and raised funds to benefit the museum.
- The 2023 Southport Arbor Day Celebration was April 28 at 12:00 pm at Taylor Field Park. Roger Shew gave a talk regarding the importance of the Long Leaf Pine in honor of the day.
- Southport Naturefest was scheduled for April 27-29. Due to unforeseen circumstances some events had to be canceled, but despite that, we had a great turn out on the 28th for the Speaker from the Audubon Society at Trinity Church, and a fun day on Saturday the 29th! Events and plans are underway for next year.
- Allayna attended the Tourism meeting at the Southport-Oak Island Chamber on April 26th to continue to discuss how we can encourage residents to see Tourism/Tourists as a positive for the community.
- The DSI 2023 Southport Summer Markets continue Wednesdays this month:
<https://cityofsouthport.com/series/2023-southport-summer-market/>
- The NC 4th of July Festival Red White & Blue Shrimparoo is May 7th at American Fish Co:
<https://cityofsouthport.com/event/red-white-blue-shrimparoo/>
- Please join us and the Chamber of Commerce for the Ice Cream Social where we will be discussing & unveiling "Tourism Counts!" On May 9th. <https://cityofsouthport.com/event/celebrate-national-travel-tourism-week-ice-cream-social/>
- There will be a public Winterfest Flotilla Meeting at the Indian Tree Meeting Hall at 2 pm on May 10th.
- The Downtown Southport, Inc monthly meeting will be on May 12th at 9 am at the Indian Trail Meeting Hall.
- The NC Fourth of July Festival will hold its next full committee meeting on May 16th.
- The Up Your Arts 2023 Southport Plein Air Festival is May 18-20:
<https://cityofsouthport.com/series/2023-southport-plein-air-festival/>
- The Southport Historical Society: An Evening of Celebration and Excitement, Marker Auction Kick-off is May 31st: <https://cityofsouthport.com/event/southport-historical-society-an-evening-of-celebration-and-excitement/>

Communications

- Projects
 - No new Communications projects were started in April
- Website
 - [Rescheduled ABC Board Meeting](#)
 - [Remaining 2023 Holiday City Office Closures Added to Calendar](#)
 - [Board of Aldermen Special Budget Workshop, May 1](#)
 - [Staff Directory Updated](#)
 - [Finance & Utilities, Contact Information Updated](#)
 - [Development Services, Contact Information Updated](#)
 - [Proposed FY 2023-24 Budget and Message](#)
 - Updated Committee Membership Pages (to have the same formatting):
 - [ABC](#)
 - [Beautification](#)
 - [Forestry](#)
 - [Historic Preservation](#)
 - [Parks & Recreation](#)
 - [Planning & Zoning](#)
 - [Zoning Board of Adjustments](#)
 - Southport Symposium Resources Added to Department Pages (who have presented thus far):
 - [City Manager](#)
 - [Assistant City Manager](#)
 - [Human Resources](#)
 - [Animal Protective Services](#)
 - [Community Relations](#)
 - [Development Services](#)
 - [Updated Land Use Legislation Presentation](#), April 16
 - Water and Sewer Rates Pages Updated:
 - [Public Services](#)
 - [Finance](#)
 - Finance and Utilities Webpages Updated:
 - [Electric Service](#)
 - [Utility Service](#)
 - [Residential Waste](#)
 - [Recycling Information](#)
 - [Fee Amendment Ordinance](#)
 - [Brunswick County Free Shred Event, May 4](#)
 - "Popular Searches" on website homepage has been updated to be in alphabetical order for easier access
 - [NC DEQ Public Notice](#)
 - [Updated Current Bids](#)
 - [Updated Electric Service Webpage](#)
 - [Cemetery Maintenance RFP, closes May 4](#)
 - [Brunswick County Free Clean Up Week, April 17-22, 2023](#)
- Filming
 - April 11: Board of Aldermen Agenda Meeting (ChyAnn & Sydney)
 - April 13: Board of Aldermen Regular Meeting (ChyAnn & Sydney)
 - April 17: Southport Symposium, Development Services (ChyAnn & Sydney)
 - April 20: Planning Board Regular Meeting (ChyAnn & Sydney)
 - April 21: Board of Aldermen Budget Workshop (ChyAnn & Sydney)
 - April 24: Board of Aldermen Budget Workshop (ChyAnn & Sydney)
 - April 26: DSI Summer Market Promo (ChyAnn)
- Miscellaneous

- ChyAnn participated in a webinar on Positive Media Press Coverage on April 4th
- ChyAnn participated in the National Weather Service's Quarterly Webinar on April 20th
- ChyAnn attended the bi-monthly Brunswick County PIO Communicators Meeting hosted by Oak Island on April 27th
- Important Notices
 - [Rescheduled ABC Board Meeting](#)
 - [Board of Aldermen Special Budget Workshop, May 1](#)
 - [Updated Land Use Legislation Presentation](#)
 - [NC DEQ Public Notice](#)
 - [Cemetery Maintenance RFP, closes May 4](#)

Community Building

- After training with Allayna, Sydney has begun hosting walkthroughs of the Community Building for potential events.
- Sydney has also begun training with ChyAnn on learning how to film and stream meetings at the Indian Trail Meeting Hall.
- Sydney had an introduction meeting with local wedding planning company, Blue Satin Bee, to discuss upcoming events, new ideas for packages at the Community Building, and to learn more about the collaborative relationship between Blue Satin Bee and the Community Building.
- Nine weddings were held at the Community Building this month, an increase of 125% from April 2022!

May 2023

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
30	1 BOA Budget Meeting	2	3 Rehearsal	4 Wedding	5 Wedding	6
7 Wedding	8	9	10 BOA Budget Workshop	11 BOA Meeting	12 Rehearsal	13 Wedding
14 Wedding	15	16 Maritime Museum	17	18 Planning Board Meeting	19 Wedding	20 Wedding
21	22 Hurricane Expo	23	24	25	26 Rehearsal	27 Wedding
28 Wedding	29	30	31	1	2	3

UPCOMING CITY MEETINGS

Board of Aldermen Special Budget Workshop
May 1, 9 am - (SCB)

Historic Preservation Commission
1st Wednesday of each month
May 3, 4:00 pm - (ITMH)

Board of Aldermen Agenda Meeting
May 5, 9 am - (ITMH)

Forestry Committee
2nd Tuesday of each month
May 9, 5 pm - (ITMH)

Park and Recreation Advisory Board
2nd Tuesday of each month
May 9, 6:30 pm - (ITMH)

ABC Board
2nd Wednesday of each month
May 10, 1:00 pm - (ITMH)

Board of Aldermen Regular Meeting
2nd Thursday of each month
May 11, 6 pm - (SCB)

Beautification Committee Meeting
May 15, 5:00 pm - (ITMH)

Planning & Zoning Board
3rd Thursday of each month
May 18, 6 pm - (SCB)

Board of Adjustments
4th Tuesday of each month
May 23, 4:30 pm - (ITMH)

UPCOMING EVENTS

2023 Southport Summer Market
Wednesdays, 10 am - Franklin Sq Park

SHS: Paddle Through History with Bob Surridge
May 3, 8:30 am, \$55 - Rice Creek

Free Shred Event for Brunswick County Residents
May 4, 9:00 am - 12:00 pm - Bolivia Govt Complex

APS - Free Vaccinations Clinic
May 6, 9:00 am - 12:00 pm
River Road Animal Hospital

"This is Our Town" Cleanup
May 6, 9 am - Old Jail Annex

NC 4th of July Festival
Red, White & Blue Shrimparoo
May 7, 4:00 pm, \$55 - American Fish Co

SHS: Second Tuesday Talk with Jake Grossman
May 9, 10:00 am - Harper Library

Southport-Oak Island Chamber of Commerce:
Celebrate National Travel & Tourism Week
Ice Cream Social
May 9, 1:00 pm - Dorsett Farm Pole Barn

SHS: History of Scent with Desiree Bridge
May 15, 10:00 am - (ITMH)

Up Your Arts: 2023 Southport Plein Air Festival
May 18, 19, 20, 10:00 am
Franklin Sq Park

FOLSOL: Meet the Author Robert Remail
May 18, 2:00 pm - Harper Library

City of Southport Hurricane Expo
May 22, 5:00 pm - (SCB)

Friends of the Maritime Museum
Rock with us on the Southport Waterfront!
May 25, 6:00 pm - 8:00 pm
Ft Johnston Garrison Lawn

Randy Jones
Director of Community Relations
Southport, N.C. 28461
Work: 910-457-7927
Cell: 910-477-1484
Email:
rjones@cityofsouthport.com



Memorial Day Parade
Hosted by John N. Smith Cemetery
Followed by a Memorial Ceremony
Hosted by the American Legion Post 213
May 29, 10:30 am - Howe St to John N. Smith Cemetery

Southport Flag Ceremony
Nightly at 7:30 p.m. at the Waterfront, Starting May 29
SHS: An Evening of Celebration and Excitement
May 31, 6:30 pm
Ft Johnston Garrison Lawn

**COLLECTIONS MONTHLY TOTALS REPORT
BRUNSWICK COUNTY
04 Apr2023 YTDMonthEnd Run Date: May 1 2023 1:00AM**

CI21ADVL TAX - SOUTHPORT MOTOR VEHICLE TAX REPORT

TAX YEAR	ORIGINAL LEVY	+LATE LIST	+DISCOVERIES	=CURRENT LEVY	-RELEASES	-WRITE-OFFS	-PRINCIPLE	=BALANCE	% COLL
2010	\$39,986.22		\$0.00	\$39,986.22	\$359.75	\$801.93	\$38,824.54	\$0.00	100.00
2011	\$56,588.70		\$0.00	\$56,588.70	\$1,100.98	\$1,089.50	\$54,398.22	\$0.00	100.00
2012	\$66,577.93		\$135.31	\$66,713.24	\$1,307.35	\$1,104.48	\$64,301.41	\$0.00	100.00
2013	\$39,000.09		\$281.30	\$39,281.39	\$627.45	\$833.06	\$37,820.88	\$0.00	100.00
2014	\$0.00		\$199.02	\$199.02	\$0.00	\$51.44	\$147.58	\$0.00	100.00
2015	\$0.00		\$339.73	\$339.73	\$0.00	\$0.00	\$339.73	\$0.00	100.00
2016	\$0.00		\$115.42	\$115.42	\$0.00	\$0.00	\$115.42	\$0.00	100.00
2022	\$0.00		\$33.23	\$33.23	\$0.00	\$0.00	\$33.23	\$0.00	100.00
TOTAL	\$202,152.94		\$1,104.01	\$203,256.95	\$3,395.53	\$3,880.41	\$195,981.01	\$0.00	100.00
TOTAL INTEREST COLLECTED				\$7,214.97					

CI21ADVL TAX - SOUTHPORT PROPERTY TAX REPORT

TAX YEAR	ORIGINAL LEVY	+LATE LIST	+DISCOVERIES	=CURRENT LEVY	-RELEASES	-WRITE-OFFS	-PRINCIPLE	=BALANCE	% COLL
2011	\$1,774,724.46	\$853.88	\$0.00	\$1,775,578.34	\$130,557.11	\$1,984.77	\$1,643,036.46	\$0.00	100.00
2012	\$1,688,037.74	\$1,118.81	\$5,634.34	\$1,694,790.89	\$11,714.66	\$203.89	\$1,681,202.95	\$1,669.39	99.90
2013	\$1,696,968.97	\$663.08	\$5,642.58	\$1,703,274.63	\$7,143.40	\$210.92	\$1,694,185.39	\$1,734.92	99.90
2014	\$1,741,170.53	\$974.86	\$15,048.68	\$1,757,194.07	\$4,226.49	\$190.76	\$1,751,056.76	\$1,720.06	99.90
2015	\$1,725,593.21	\$1,606.70	\$8,008.53	\$1,735,208.44	\$4,672.15	\$75.54	\$1,729,295.28	\$1,165.47	99.93
2016	\$1,820,832.09	\$2,730.04	\$18,965.09	\$1,842,527.22	\$1,005.08	\$84.78	\$1,839,839.43	\$1,597.93	99.91
2017	\$2,319,187.36	\$2,803.03	\$11,820.85	\$2,333,811.24	\$2,076.09	\$56.59	\$2,328,610.82	\$3,067.74	99.87
2018	\$2,360,474.90	\$1,746.79	\$1,906.02	\$2,364,127.71	\$2,584.47	\$49.04	\$2,360,410.88	\$1,083.32	99.95
2019	\$2,902,214.84	\$2,330.39	\$4,575.41	\$2,909,120.64	\$3,741.06	\$47.50	\$2,902,786.76	\$2,545.32	99.91
2020	\$3,013,421.42	\$5,692.80	\$22,461.51	\$3,041,575.73	\$4,995.16	\$47.85	\$3,033,656.09	\$2,876.63	99.91
2021	\$3,103,177.33	\$3,492.77	\$23,431.70	\$3,130,101.80	\$2,864.46	\$60.66	\$3,119,958.37	\$7,218.31	99.77
2022	\$4,265,852.43	\$6,274.90	\$49,272.76	\$4,321,400.09	\$2,555.18	\$44.48	\$4,272,987.02	\$45,813.41	98.94
2023	\$0.00	\$871.20	\$3,337.10	\$4,208.30	\$0.00	\$0.00	\$135.37	\$4,072.93	3.22
TOTAL	\$28,411,655.28	\$31,159.25	\$170,104.57	\$28,612,919.10	\$178,135.31	\$3,056.78	\$28,357,161.58	\$74,565.43	99.74
TOTAL INTEREST COLLECTED				\$150,303.31					
GRAND TOTAL	\$28,613,808.22	\$31,159.25	\$171,208.58	\$28,816,176.05	\$181,530.84	\$6,937.19	\$28,553,142.59	\$74,565.43	99.74
GRAND TOTAL INTEREST COLLECTED				\$157,518.28					

COLLECTIONS MONTHLY TOTALS REPORT
BRUNSWICK COUNTY
04 Apr2023 YTDMonthEnd Run Date: May 1 2023 1:00AM

FR14FFEEFEE - SOUTHPORT FIRE PROPERTY TAX REPORT

TAX YEAR	ORIGINAL LEVY	+LATE LIST	+DISCOVERIES	=CURRENT LEVY	-RELEASES	-WRITE-OFFS	-PRINCIPLE	=BALANCE	% COLL
2010	\$617,230.00		\$0.00	\$617,230.00	\$910.00	\$338.88	\$615,981.12	\$0.00	100.00
2011	\$624,470.00		\$0.00	\$624,470.00	\$720.00	\$130.85	\$623,619.15	\$0.00	100.00
2012	\$630,950.00		\$290.00	\$631,240.00	\$120.00	\$0.00	\$631,020.00	\$100.00	99.98
2013	\$639,550.00		\$0.00	\$639,550.00	\$210.00	\$0.00	\$639,230.00	\$110.00	99.98
2014	\$652,650.00		\$0.00	\$652,650.00	\$210.00	\$0.00	\$652,321.71	\$118.29	99.98
2015	\$674,560.00		\$0.00	\$674,560.00	\$160.00	\$0.00	\$674,270.00	\$130.00	99.98
2016	\$702,680.00		\$0.00	\$702,680.00	\$110.00	\$0.00	\$702,440.00	\$130.00	99.98
2017	\$897,246.88		\$290.00	\$897,536.88	\$137.50	\$0.00	\$897,224.38	\$175.00	99.98
2018	\$1,006,111.57		\$0.00	\$1,006,111.57	\$27.50	\$0.08	\$1,005,761.64	\$322.35	99.97
2019	\$1,027,492.82		\$0.00	\$1,027,492.82	\$192.50	\$0.00	\$1,026,793.08	\$507.24	99.95
2020	\$1,059,241.57		\$55.00	\$1,059,296.57	\$0.00	\$0.00	\$1,057,987.29	\$1,309.28	99.88
2021	\$1,082,561.57		\$0.00	\$1,082,561.57	\$123.75	\$0.00	\$1,078,244.14	\$4,193.68	99.61
2022	\$1,602,106.25		\$420.00	\$1,602,526.25	\$1,162.50	\$0.00	\$1,571,723.84	\$29,639.91	98.15
TOTAL	\$11,216,850.66		\$1,055.00	\$11,217,905.66	\$4,083.75	\$469.81	\$11,176,616.35	\$36,735.75	99.67
TOTAL INTEREST COLLECTED									
GRAND TOTAL	\$11,216,850.66		\$1,055.00	\$11,217,905.66	\$4,083.75	\$469.81	\$11,176,616.35	\$36,735.75	99.67
GRAND TOTAL INTEREST COLLECTED									

RUN DATE: 5/1/2023 8:32 AM

COLLECTIONS MONTHLY TOTALS REPORT
BRUNSWICK COUNTY
04 Apr2023 YTDMonthEnd Run Date: May 1 2023 1:00AM

CI21LIENFEE - CI21LIENFEE SOUTHPORT PROPERTY TAX REPORT									
TAX YEAR	ORIGINAL LEVY	+LATE LIST	+DISCOVERIES	=CURRENT LEVY	-RELEASES	-WRITE-OFFS	-PRINCIPLE	=BALANCE	% COLL
2020	\$0.00		\$1,750.00	\$1,750.00	\$0.00	\$0.00	\$1,750.00	\$0.00	100.00
TOTAL	\$0.00		\$1,750.00	\$1,750.00	\$0.00	\$0.00	\$1,750.00	\$0.00	100.00
TOTAL INTEREST COLLECTED									
GRAND TOTAL	\$0.00		\$1,750.00	\$1,750.00	\$0.00	\$0.00	\$1,750.00	\$0.00	100.00
GRAND TOTAL INTEREST COLLECTED									

**COLLECTIONS MONTHLY TOTALS REPORT
BRUNSWICK COUNTY
04 Apr2023 MonthEnd Run Date: May 1 2023 5:22AM**

CI21ADVL TAX - SOUTHPORT MOTOR VEHICLE TAX REPORT

TAX YEAR	ORIGINAL LEVY	+LATE LIST	+DISCOVERIES	=CURRENT LEVY	-RELEASES	-WRITE-OFFS	-PRINCIPLE	=BALANCE	% COLL
2010	\$39,986.22		\$0.00	\$39,986.22	\$0.00	\$0.00	\$0.00	\$0.00	100.00
2011	\$56,588.70		\$0.00	\$56,588.70	\$0.00	\$0.00	\$0.00	\$0.00	100.00
2012	\$66,577.93		\$135.31	\$66,713.24	\$0.00	\$0.00	\$0.00	\$0.00	100.00
2013	\$39,000.09		\$281.30	\$39,281.39	\$0.00	\$0.00	\$0.00	\$0.00	100.00
2014	\$0.00		\$199.02	\$199.02	\$0.00	\$0.00	\$0.00	\$0.00	100.00
2015	\$0.00		\$339.73	\$339.73	\$0.00	\$0.00	\$0.00	\$0.00	100.00
2016	\$0.00		\$115.42	\$115.42	\$0.00	\$0.00	\$0.00	\$0.00	100.00
2022	\$0.00		\$33.23	\$33.23	\$0.00	\$0.00	\$0.00	\$0.00	100.00
TOTAL	\$202,152.94		\$1,104.01	\$203,256.95	\$0.00	\$0.00	\$0.00	\$0.00	100.00
TOTAL INTEREST COLLECTED									

CI21ADVL TAX - SOUTHPORT PROPERTY TAX REPORT

TAX YEAR	ORIGINAL LEVY	+LATE LIST	+DISCOVERIES	=CURRENT LEVY	-RELEASES	-WRITE-OFFS	-PRINCIPLE	=BALANCE	% COLL
2011	\$1,774,724.46	\$853.88	\$0.00	\$1,775,578.34	\$0.00	\$0.00	\$0.00	\$0.00	100.00
2012	\$1,688,037.74	\$1,118.81	\$5,634.34	\$1,694,790.89	\$0.00	\$0.00	\$0.00	\$1,669.39	99.90
2013	\$1,696,968.97	\$663.08	\$5,642.58	\$1,703,274.63	\$0.00	\$0.00	\$98.24	\$1,734.92	99.90
2014	\$1,741,170.53	\$974.86	\$15,048.68	\$1,757,194.07	\$0.00	\$0.00	\$16.91	\$1,720.06	99.90
2015	\$1,725,593.21	\$1,606.70	\$8,008.53	\$1,735,208.44	\$0.00	\$0.00	\$0.00	\$1,165.47	99.93
2016	\$1,820,832.09	\$2,730.04	\$18,965.09	\$1,842,527.22	\$0.00	\$0.00	\$0.00	\$1,597.93	99.91
2017	\$2,319,187.36	\$2,803.03	\$11,820.85	\$2,333,811.24	\$0.00	\$0.00	\$0.00	\$3,067.74	99.87
2018	\$2,360,474.90	\$1,746.79	\$1,906.02	\$2,364,127.71	\$0.00	\$0.00	\$0.00	\$1,083.32	99.95
2019	\$2,902,214.84	\$2,330.39	\$4,575.41	\$2,909,120.64	\$0.00	\$0.00	\$8.88	\$2,545.32	99.91
2020	\$3,013,421.42	\$5,692.80	\$22,461.51	\$3,041,575.73	\$0.00	\$0.00	\$0.00	\$2,876.63	99.91
2021	\$3,103,177.33	\$3,492.77	\$23,431.70	\$3,130,101.80	\$0.00	\$0.00	\$13.18	\$7,218.31	99.77
2022	\$4,265,852.43	\$6,274.90	\$49,272.76	\$4,321,400.09	\$0.00	\$0.00	\$9,756.40	\$45,813.41	98.94
2023	\$0.00	\$871.20	\$3,337.10	\$4,208.30	\$0.00	\$0.00	\$0.00	\$4,072.93	3.22
TOTAL	\$28,411,655.28	\$31,159.25	\$170,104.57	\$28,612,919.10	\$0.00	\$0.00	\$9,893.61	\$74,565.43	99.74
TOTAL INTEREST COLLECTED				\$554.94					
GRAND TOTAL	\$28,613,808.22	\$31,159.25	\$171,208.58	\$28,816,176.05	\$0.00	\$0.00	\$9,893.61	\$74,565.43	99.74
GRAND TOTAL INTEREST COLLECTED				\$554.94					

**COLLECTIONS MONTHLY TOTALS REPORT
BRUNSWICK COUNTY
04 Apr2023 MonthEnd Run Date: May 1 2023 5:22AM**

FR14FFEEFEE - SOUTHPORT FIRE PROPERTY TAX REPORT									
TAX YEAR	ORIGINAL LEVY	+LATE LIST	+DISCOVERIES	=CURRENT LEVY	-RELEASES	-WRITE-OFFS	-PRINCIPLE	=BALANCE	% COLL
2010	\$617,230.00		\$0.00	\$617,230.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00
2011	\$624,470.00		\$0.00	\$624,470.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00
2012	\$630,950.00		\$290.00	\$631,240.00	\$0.00	\$0.00	\$0.00	\$100.00	99.98
2013	\$639,550.00		\$0.00	\$639,550.00	\$0.00	\$0.00	\$10.00	\$110.00	99.98
2014	\$652,650.00		\$0.00	\$652,650.00	\$0.00	\$0.00	\$1.71	\$118.29	99.98
2015	\$674,560.00		\$0.00	\$674,560.00	\$0.00	\$0.00	\$0.00	\$130.00	99.98
2016	\$702,680.00		\$0.00	\$702,680.00	\$0.00	\$0.00	\$0.00	\$130.00	99.98
2017	\$897,246.88		\$290.00	\$897,536.88	\$0.00	\$0.00	\$0.00	\$175.00	99.98
2018	\$1,006,111.57		\$0.00	\$1,006,111.57	\$0.00	\$0.00	\$0.00	\$322.35	99.97
2019	\$1,027,492.82		\$0.00	\$1,027,492.82	\$0.00	\$0.00	\$0.00	\$507.24	99.95
2020	\$1,059,241.57		\$55.00	\$1,059,296.57	\$0.00	\$0.00	\$1.04	\$1,309.28	99.88
2021	\$1,082,561.57		\$0.00	\$1,082,561.57	\$0.00	\$0.00	\$102.71	\$4,193.68	99.61
2022	\$1,602,106.25		\$420.00	\$1,602,526.25	\$0.00	\$0.00	\$5,502.08	\$29,639.91	98.15
TOTAL	\$11,216,850.66		\$1,055.00	\$11,217,905.66	\$0.00	\$0.00	\$5,617.54	\$36,735.75	99.67
TOTAL INTEREST COLLECTED									
GRAND TOTAL	\$11,216,850.66		\$1,055.00	\$11,217,905.66	\$0.00	\$0.00	\$5,617.54	\$36,735.75	99.67
GRAND TOTAL INTEREST COLLECTED									

COLLECTIONS MONTHLY TOTALS REPORT
BRUNSWICK COUNTY
04 Apr2023 MonthEnd Run Date: May 1 2023 5:22AM

CI21LIENFEE - CI21LIENFEE SOUTHPORT PROPERTY TAX REPORT									
TAX YEAR	ORIGINAL LEVY	+LATE LIST	+DISCOVERIES	=CURRENT LEVY	-RELEASES	-WRITE-OFFS	-PRINCIPLE	=BALANCE	% COLL
2020	\$0.00		\$1,750.00	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00
TOTAL	\$0.00		\$1,750.00	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00
TOTAL INTEREST COLLECTED									
GRAND TOTAL	\$0.00		\$1,750.00	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00
GRAND TOTAL INTEREST COLLECTED									

General Ledger

Expenditures vs Budget with

Encumbrances by Depart



User: bstevens
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 Period 10 - 10
 Fiscal Year 2023

Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
10	General Fund							
00	General Government							
10-00-4110-0000	Full-Time Employees	27,000.00	2,249.77	22,341.81	4,658.19	0.00	4,658.19	17.25
10-00-4110-0900	F.I.C.A.	2,066.00	124.79	1,247.90	818.10	0.00	818.10	39.60
10-00-4110-1100	HealthLifeDental Insurance	735.00	16.32	163.20	571.80	0.00	571.80	77.80
10-00-4110-1400	Workers Compensation Insurance	675.00	0.00	232.42	442.58	0.00	442.58	65.57
10-00-4110-1800	Professional Fees	35,000.00	13,205.83	36,900.67	-1,900.67	825.00	-2,725.67	-7.79
10-00-4110-2600	Departmental Supplies	13,465.00	961.76	14,228.85	-763.85	200.35	-964.20	-7.16
10-00-4110-3100	Travel & Training	6,800.00	0.00	3,428.84	3,371.16	0.00	3,371.16	49.58
10-00-4110-3200	Communications	1,000.00	70.89	95.58	904.42	0.00	904.42	90.44
10-00-4110-3900	Other Services	525.00	0.00	200.00	325.00	0.00	325.00	61.90
10-00-4110-4400	Contract Services	99,000.00	3,754.49	50,510.93	48,489.07	22,876.52	25,612.55	25.87
10-00-4110-4500	Insurance & Bonding	3,525.00	0.00	3,445.43	79.57	0.00	79.57	2.26
10-00-4110-5500	Capital Outlay - Equipment	0.00	22,950.00	22,950.00	-22,950.00	0.00	-22,950.00	0.00
10-00-4110-5600	Capital Outlay - Weather tower	19,740.00	0.00	0.00	19,740.00	0.00	19,740.00	100.00
10-00-4110-6000	Donations	22,600.00	0.00	0.00	22,600.00	0.00	22,600.00	100.00
10-00-4110-6800	Election Expense	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
10-00-4110-9700	Contingency	792.00	0.00	0.00	792.00	0.00	792.00	100.00
00	General Government	237,923.00	43,333.85	155,745.63	82,177.37	23,901.87	58,275.50	24.49

General Ledger

Expenditures vs Budget with

Encumbrances by Depart



User: bstevens
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 Period 10 - 10
 Fiscal Year 2023

Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
01	Administration							
10-01-4120-0000	Full-Time Employees	117,897.00	9,485.94	94,891.28	23,005.72	0.00	23,005.72	19.51
10-01-4120-0001	Employee Overtime	2,999.00	0.00	352.11	2,646.89	0.00	2,646.89	88.26
10-01-4120-0700	401K Retirement Supplement	6,045.00	469.68	4,488.84	1,556.16	0.00	1,556.16	25.74
10-01-4120-0900	F.I.C.A.	9,249.00	722.80	7,256.18	1,992.82	0.00	1,992.82	21.55
10-01-4120-1000	LGERS Retirement	10,534.00	1,142.26	10,847.60	-313.60	0.00	-313.60	-2.98
10-01-4120-1100	HealthLifeDental Insurance	18,178.00	1,300.14	12,273.51	5,904.49	0.00	5,904.49	32.48
10-01-4120-1400	Workers Compensation Insurance	3,272.00	0.00	1,126.65	2,145.35	0.00	2,145.35	65.57
10-01-4120-2100	Uniforms & Protective Gear	3,150.00	0.00	0.00	3,150.00	0.00	3,150.00	100.00
10-01-4120-2500	Vehicle Supplies	15,000.00	0.00	250.51	14,749.49	429.49	14,320.00	95.47
10-01-4120-2600	Departmental Supplies	22,350.00	279.79	18,033.48	4,316.52	1,266.37	3,050.15	13.65
10-01-4120-3100	Travel & Training	5,480.00	2,919.22	4,105.38	1,374.62	1,399.51	-24.89	-0.45
10-01-4120-3200	Communications	5,500.00	300.64	3,529.19	1,970.81	1,057.77	913.04	16.60
10-01-4120-3300	Utilities	9,450.00	568.20	5,042.33	4,407.67	998.66	3,409.01	36.07
10-01-4120-3400	Emergency Preparedness	17,543.00	0.00	769.75	16,773.25	0.00	16,773.25	95.61
10-01-4120-3900	Other Services	3,150.00	0.00	1,228.80	1,921.20	0.00	1,921.20	60.99
10-01-4120-4400	Contract Services	26,250.00	1,871.73	27,309.32	-1,059.32	288.19	-1,347.51	-5.13
10-01-4120-4500	Insurance & Bonding	6,300.00	0.00	5,570.30	729.70	0.00	729.70	11.58
10-01-4120-5400	Capital Outlay - Vehicles	8,000.00	576.67	5,797.55	2,202.45	0.00	2,202.45	27.53
10-01-4120-7100	Debt Service	116,169.00	0.00	116,168.81	0.19	0.00	0.19	0.00
01	Administration	406,516.00	19,637.07	319,041.59	87,474.41	5,439.99	82,034.42	20.18

General Ledger

Expenditures vs Budget with

Encumbrances by Depart



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 Period 10 - 10
 Fiscal Year 2023

Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
02	Finance							
10-02-4140-0000	Full-Time Employees	139,171.00	10,392.19	118,133.94	21,037.06	0.00	21,037.06	15.12
10-02-4140-0001	Employee Overtime	3,496.00	120.94	3,204.66	291.34	0.00	291.34	8.33
10-02-4140-0200	Part Time Employees	28,600.00	2,778.30	27,424.68	1,175.32	0.00	1,175.32	4.11
10-02-4140-0700	401K Retirement Supplement	8,608.00	525.66	7,531.48	1,076.52	0.00	1,076.52	12.51
10-02-4140-0900	F.I.C.A.	15,359.00	857.74	13,084.02	2,274.98	0.00	2,274.98	14.81
10-02-4140-1000	LGERS Retirement	20,935.00	1,278.39	18,499.04	2,435.96	0.00	2,435.96	11.64
10-02-4140-1100	HealthLifeDental Insurance	30,000.00	2,207.02	21,611.70	8,388.30	0.00	8,388.30	27.96
10-02-4140-1400	Workers Compensation Insurance	5,019.00	0.00	1,728.20	3,290.80	0.00	3,290.80	65.57
10-02-4140-2600	Departmental Supplies	28,900.00	758.29	18,215.13	10,684.87	4,588.61	6,096.26	21.09
10-02-4140-3100	Travel & Training	12,000.00	0.00	7,534.69	4,465.31	0.00	4,465.31	37.21
10-02-4140-3200	Communications	7,140.00	488.81	4,522.06	2,617.94	1,792.43	825.51	11.56
10-02-4140-3300	Utilities	3,150.00	316.31	2,666.81	483.19	0.00	483.19	15.34
10-02-4140-3901	Community Garden Expenses	4,200.00	0.00	73.18	4,126.82	200.00	3,926.82	93.50
10-02-4140-4400	Contract Services	36,785.00	14,603.73	39,604.08	-2,819.08	1,455.41	-4,274.49	-11.62
10-02-4140-4410	Property Tax Fees	33,100.00	223.25	32,236.76	863.24	0.00	863.24	2.61
10-02-4140-4411	Motor Vehicle Fees	9,300.00	845.49	7,426.91	1,873.09	0.00	1,873.09	20.14
10-02-4140-4500	Insurance & Bonding	2,100.00	0.00	1,859.84	240.16	0.00	240.16	11.44
10-02-4140-5100	Capital Outlay - Equipment	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
10-02-4140-5900	Capital Outlay - Facilities	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
02	Finance	417,863.00	35,396.12	325,357.18	92,505.82	8,036.45	84,469.37	20.21

General Ledger

Expenditures vs Budget with

Encumbrances by Depart



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 Period 10 - 10
 Fiscal Year 2023

Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
03	Buildings & Grounds							
10-03-4190-0000	Full-Time Employees	468,826.00	29,639.66	370,079.85	98,746.15	0.00	98,746.15	21.06
10-03-4190-0001	Employee Overtime	13,110.00	0.00	1,751.71	11,358.29	0.00	11,358.29	86.64
10-03-4190-0200	Part-Time Employees	59,230.00	0.00	0.00	59,230.00	0.00	59,230.00	100.00
10-03-4190-0700	401K Retirement Supplement	24,097.00	1,481.98	18,212.28	5,884.72	0.00	5,884.72	24.42
10-03-4190-0900	F.I.C.A.	41,399.00	2,226.58	27,951.23	13,447.77	0.00	13,447.77	32.48
10-03-4190-1000	LGERS Retirement	58,604.00	3,604.19	44,070.39	14,533.61	0.00	14,533.61	24.80
10-03-4190-1100	HealthLifeDental Insurance	144,812.00	10,235.31	105,807.31	39,004.69	0.00	39,004.69	26.93
10-03-4190-1400	Workers Compensation Insurance	24,897.00	0.00	8,572.81	16,324.19	0.00	16,324.19	65.57
10-03-4190-2100	Uniforms & Protective Gear	26,000.00	965.69	7,338.28	18,661.72	8,033.87	10,627.85	40.88
10-03-4190-2500	Vehicle Supplies	23,000.00	729.99	12,779.97	10,220.03	3,452.45	6,767.58	29.42
10-03-4190-2600	Departmental Supplies	24,400.00	74.99	16,378.14	8,021.86	3,238.91	4,782.95	19.60
10-03-4190-3100	Travel & Training	2,396.00	296.40	444.60	1,951.40	0.00	1,951.40	81.44
10-03-4190-3200	Communications	5,100.00	175.36	2,391.14	2,708.86	351.74	2,357.12	46.22
10-03-4190-3300	Utilities	17,923.00	1,036.96	11,352.20	6,570.80	3,885.77	2,685.03	14.98
10-03-4190-3500	RM Equipment	4,050.00	351.33	2,808.49	1,241.51	825.00	416.51	10.28
10-03-4190-3501	RM Vehicles	3,550.00	58.34	2,363.97	1,186.03	0.00	1,186.03	33.41
10-03-4190-3502	RM Facilities	168,020.00	5,489.78	131,104.62	36,915.38	6,282.37	30,633.01	18.23
10-03-4190-3503	RM Cemetery	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
10-03-4190-3900	Other Services	20,732.00	0.00	17,677.62	3,054.38	0.00	3,054.38	14.73
10-03-4190-4400	Contract Services	19,237.00	60.00	10,875.23	8,361.77	240.00	8,121.77	42.22
10-03-4190-4500	Insurance & Bonding	35,290.00	0.00	35,289.47	0.53	0.00	0.53	0.00
10-03-4190-5000	Capital Purchases Under \$5000	9,200.00	1,488.77	8,475.79	724.21	0.00	724.21	7.87
10-03-4190-5100	Capital Outlay - Equipment	3,472.00	0.00	0.00	3,472.00	2,599.99	872.01	25.12
10-03-4190-5400	Capital Outlay - Vehicles	22,835.00	1,726.58	17,291.71	5,543.29	0.00	5,543.29	24.28
03	Buildings & Grounds	1,225,180.00	59,641.91	853,016.81	372,163.19	28,910.10	343,253.09	28.02

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04	Garage							
10-04-4250-0000	Full-Time Employees	168,294.00	8,988.80	100,727.41	67,566.59	0.00	67,566.59	40.15
10-04-4250-0001	Employee Overtime	2,735.00	0.00	545.04	2,189.96	0.00	2,189.96	80.07
10-04-4250-0700	401K Retirement Supplement	8,551.00	449.44	5,009.48	3,541.52	0.00	3,541.52	41.42
10-04-4250-0900	F.I.C.A.	13,084.00	682.80	7,695.51	5,388.49	0.00	5,388.49	41.18
10-04-4250-1000	LGERS Retirement	20,797.00	1,093.04	12,088.96	8,708.04	0.00	8,708.04	41.87
10-04-4250-1100	HealthLifeDental Insurance	48,418.00	2,643.07	31,419.92	16,998.08	0.00	16,998.08	35.11
10-04-4250-1400	Workers Compensation Insurance	8,415.00	0.00	2,897.55	5,517.45	0.00	5,517.45	65.57
10-04-4250-2100	Uniforms & Protective Gear	9,000.00	1,313.58	2,891.61	6,108.39	1,374.41	4,733.98	52.60
10-04-4250-2500	Vehicle Supplies	6,292.00	155.68	3,170.62	3,121.38	1,198.19	1,923.19	30.57
10-04-4250-2600	Departmental Supplies	7,099.00	2,203.14	4,973.39	2,125.61	1,557.59	568.02	8.00
10-04-4250-2602	Other Equipment	2,500.00	0.00	1,599.99	900.01	0.00	900.01	36.00
10-04-4250-3100	Travel & Training	1,500.00	0.00	287.93	1,212.07	0.00	1,212.07	80.80
10-04-4250-3200	Communications	2,365.00	102.58	1,172.51	1,192.49	274.44	918.05	38.82
10-04-4250-3300	Utilities	8,505.00	836.81	6,838.06	1,666.94	583.26	1,083.68	12.74
10-04-4250-3500	RM Equipment	855.00	0.00	0.00	855.00	0.00	855.00	100.00
10-04-4250-3501	RM Vehicles	1,575.00	52.10	143.55	1,431.45	650.16	781.29	49.61
10-04-4250-4400	Contract Services	4,200.00	0.00	1,552.85	2,647.15	1,216.81	1,430.34	34.06
10-04-4250-4500	Insurance & Bonding	1,440.00	0.00	1,272.16	167.84	0.00	167.84	11.66
10-04-4250-5100	Capital Outlay - Equipment	7,500.00	0.00	3,799.99	3,700.01	0.00	3,700.01	49.33
10-04-4250-5400	Capital Outlay - Vehicles	13,622.00	992.72	9,942.09	3,679.91	0.00	3,679.91	27.01
04	Garage	336,747.00	19,513.76	198,028.62	138,718.38	6,854.86	131,863.52	39.16

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05	Streets							
10-05-4511-0000	Full-Time Employees	150,445.00	8,027.63	95,287.51	55,157.49	0.00	55,157.49	36.66
10-05-4511-0001	Employee Overtime	5,104.00	65.38	3,902.62	1,201.38	0.00	1,201.38	23.54
10-05-4511-0200	Part-Time Employees	6,000.00	3,982.50	7,552.50	-1,552.50	0.00	-1,552.50	-25.88
10-05-4511-0700	401K Retirement Supplement	7,777.00	404.64	5,726.61	2,050.39	0.00	2,050.39	26.36
10-05-4511-0900	F.I.C.A.	11,900.00	904.25	9,215.57	2,684.43	0.00	2,684.43	22.56
10-05-4511-1000	LGERS Retirement	18,666.00	984.11	13,828.30	4,837.70	0.00	4,837.70	25.92
10-05-4511-1100	HealthLifeDental Insurance	28,000.00	2,455.46	26,033.48	1,966.52	0.00	1,966.52	7.02
10-05-4511-1400	Workers Compensation Insurance	7,777.00	0.00	2,677.86	5,099.14	0.00	5,099.14	65.57
10-05-4511-2100	Uniforms & Protective Gear	4,719.00	64.99	64.99	4,654.01	0.00	4,654.01	98.62
10-05-4511-2500	Vehicle Supplies	8,277.00	583.23	7,116.93	1,160.07	0.00	1,160.07	14.02
10-05-4511-2600	Departmental Supplies	34,250.00	10,290.48	22,411.94	11,838.06	14,264.54	-2,426.48	-7.08
10-05-4511-3200	Communications	1,181.00	75.08	655.73	525.27	88.45	436.82	36.99
10-05-4511-3300	Utilities	135,000.00	8,858.38	89,223.00	45,777.00	26,975.03	18,801.97	13.93
10-05-4511-3500	RM Equipment	3,255.00	1,825.88	2,702.99	552.01	0.00	552.01	16.96
10-05-4511-3501	RM Vehicles	2,625.00	105.37	1,746.18	878.82	0.00	878.82	33.48
10-05-4511-4400	Contract Services	16,030.00	9,850.00	12,705.64	3,324.36	1,335.00	1,989.36	12.41
10-05-4511-4500	Insurance & Bonding	17,195.00	0.00	15,689.75	1,505.25	0.00	1,505.25	8.75
10-05-4511-5000	Capital Purchases Under \$5000	8,258.00	0.00	0.00	8,258.00	0.00	8,258.00	100.00
10-05-4511-5400	Capital Outlay - Vehicles	6,000.00	481.51	4,822.32	1,177.68	0.00	1,177.68	19.63
10-05-4511-5500	Capital Outlay - Equipment	275,700.00	0.00	275,700.00	0.00	0.00	0.00	0.00
10-05-4511-5800	Capital Outlay- Capital Improv	72,341.00	456.00	6,376.00	65,965.00	7,312.00	58,653.00	81.08
05	Streets	820,500.00	49,414.89	603,439.92	217,060.08	49,975.02	167,085.06	20.36

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06	Animal Protective Services							
10-06-4600-0000	Full Time Employees	57,965.00	4,288.96	47,861.13	10,103.87	0.00	10,103.87	17.43
10-06-4600-0200	Part-time Employees	1,500.00	230.00	1,045.71	454.29	0.00	454.29	30.29
10-06-4600-0700	401k Retirement Supplement	2,898.00	214.44	2,365.95	532.05	0.00	532.05	18.36
10-06-4600-0900	F.I.C.A	4,526.00	332.12	3,595.94	930.06	0.00	930.06	20.55
10-06-4600-1000	LGERS Retirement	6,956.00	521.54	5,710.03	1,245.97	0.00	1,245.97	17.91
10-06-4600-1100	HeathLifeDental Insurance	12,000.00	902.72	9,314.89	2,685.11	0.00	2,685.11	22.38
10-06-4600-1400	Workers Compensation Insurance	499.00	0.00	498.94	0.06	0.00	0.06	0.01
10-06-4600-2100	Uniforms & Protective Gear	541.00	227.88	462.88	78.12	32.12	46.00	8.50
10-06-4600-2500	Vehicle Supplies	1,584.00	26.72	631.22	952.78	396.72	556.06	35.10
10-06-4600-2600	Departmental Supplies	7,775.00	686.35	4,111.31	3,663.69	2,711.65	952.04	12.24
10-06-4600-2602	Animal Care	10,500.00	639.08	6,723.74	3,776.26	2,276.26	1,500.00	14.29
10-06-4600-3100	Travel & Training	4,200.00	1,157.70	3,715.85	484.15	537.26	-53.11	-1.26
10-06-4600-3200	Communications	1,356.00	89.86	797.82	558.18	169.40	388.78	28.67
10-06-4600-4400	Contract Services	466.00	50.00	515.16	-49.16	0.00	-49.16	-10.55
10-06-4600-5400	Capital Outlay - Vehicles	6,825.00	498.14	4,988.87	1,836.13	0.00	1,836.13	26.90
06	Animal Protective Services	119,591.00	9,865.51	92,339.44	27,251.56	6,123.41	21,128.15	17.67

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10	Police							
10-10-4310-0000	Full-Time Employees	855,075.00	62,384.92	657,537.49	197,537.51	0.00	197,537.51	23.10
10-10-4310-0001	Employee Overtime	60,359.00	4,621.63	47,216.46	13,142.54	0.00	13,142.54	21.77
10-10-4310-0200	Part time Salaries	77,680.00	3,769.36	38,103.89	39,576.11	9,411.94	30,164.17	38.83
10-10-4310-0400	Separation Allowance-Leo	12,819.00	986.08	10,846.88	1,972.12	0.00	1,972.12	15.38
10-10-4310-0700	401K Retirement Supplement	50,296.00	3,333.45	34,701.96	15,594.04	0.00	15,594.04	31.00
10-10-4310-0900	F.I.C.A.	86,553.00	5,416.15	57,427.65	29,125.35	0.00	29,125.35	33.65
10-10-4310-1000	LGERS Retirement	131,172.00	8,667.17	89,950.83	41,221.17	0.00	41,221.17	31.43
10-10-4310-1100	HealthLifeDental Insurance	217,920.00	12,902.20	129,919.68	88,000.32	0.00	88,000.32	40.38
10-10-4310-1300	Unemployment Reserve	3,150.00	0.00	0.00	3,150.00	0.00	3,150.00	100.00
10-10-4310-1400	Workers Compensation Insurance	70,528.00	0.00	24,416.01	46,111.99	0.00	46,111.99	65.38
10-10-4310-1800	Professional Services	551.00	0.00	366.10	184.90	0.00	184.90	33.56
10-10-4310-2100	Uniforms & Protective Gear	25,000.00	3,115.49	11,994.40	13,005.60	6,051.68	6,953.92	27.82
10-10-4310-2500	Vehicle Supplies	7,000.00	1,158.46	4,810.26	2,189.74	251.70	1,938.04	27.69
10-10-4310-2600	Departmental Supplies	79,472.25	1,158.19	67,249.81	12,222.44	6,076.76	6,145.68	7.73
10-10-4310-3100	Travel & Training	15,750.00	4,401.88	10,107.20	5,642.80	778.41	4,864.39	30.89
10-10-4310-3101	Community Resource Program	21,000.00	0.00	18,400.00	2,600.00	0.00	2,600.00	12.38
10-10-4310-3200	Communications	22,850.00	1,632.31	18,612.67	4,237.33	3,244.87	992.46	4.34
10-10-4310-3300	Utilities	2,625.00	316.30	2,666.55	-41.55	0.00	-41.55	-1.58
10-10-4310-3500	RM Equipment	3,308.00	0.00	231.78	3,076.22	1,200.00	1,876.22	56.72
10-10-4310-3501	RM Vehicles	85,000.00	4,574.22	50,935.24	34,064.76	33,551.51	513.25	0.60
10-10-4310-4400	Contract Services	61,394.00	7,733.66	46,409.31	14,984.69	1,393.27	13,591.42	22.14
10-10-4310-4500	Insurance & Bonding	34,239.00	0.00	34,238.48	0.52	0.00	0.52	0.00
10-10-4310-5100	Capital Outlay - Equipment	28,000.00	0.00	0.00	28,000.00	27,943.65	56.35	0.20
10-10-4310-5400	Capital Outlay - Vehicles	154,171.00	9,276.37	93,288.51	60,882.49	0.00	60,882.49	39.49
10	Police	2,105,912.25	135,447.84	1,449,431.16	656,481.09	89,903.79	566,577.30	26.90

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11	Fire							
10-11-4340-0000	Full-Time Employees	664,475.00	53,798.25	570,849.00	93,626.00	0.00	93,626.00	14.09
10-11-4340-0001	Employee Overtime	96,486.00	5,142.27	83,424.41	13,061.59	0.00	13,061.59	13.54
10-11-4340-0100	Volunteer Fire Fees	91,250.00	7,329.00	88,298.29	2,951.71	0.00	2,951.71	3.23
10-11-4340-0200	Employee Volunteer Stipend	87,100.00	0.00	87,100.00	0.00	0.00	0.00	0.00
10-11-4340-0700	401K Retirement Supplement	36,148.00	2,947.01	32,361.71	3,786.29	0.00	3,786.29	10.47
10-11-4340-0900	F.I.C.A.	72,307.00	5,034.75	62,107.02	10,199.98	0.00	10,199.98	14.11
10-11-4340-1000	Fire Fighter Pension Plan Cont	87,912.00	7,167.16	78,269.00	9,643.00	0.00	9,643.00	10.97
10-11-4340-1002	Payments To Retirees	25,000.00	2,015.00	20,150.00	4,850.00	0.00	4,850.00	19.40
10-11-4340-1100	HealthLifeDental Insurance	102,000.00	8,034.14	74,361.77	27,638.23	0.00	27,638.23	27.10
10-11-4340-1400	Workers Compensation Insurance	49,557.00	0.00	17,564.36	31,992.64	0.00	31,992.64	64.56
10-11-4340-1800	Professional Fees	5,015.00	1,243.75	2,929.96	2,085.04	0.00	2,085.04	41.58
10-11-4340-2100	Uniforms & Protective Gear	20,000.00	0.00	12,672.79	7,327.21	2,904.20	4,423.01	22.12
10-11-4340-2500	Vehicle Supplies	55,000.00	2,558.83	40,467.02	14,532.98	9,220.46	5,312.52	9.66
10-11-4340-2600	Departmental Supplies	15,000.00	564.41	10,430.59	4,569.41	211.68	4,357.73	29.05
10-11-4340-2604	Fire Prevention	15,000.00	2,013.95	13,875.26	1,124.74	0.00	1,124.74	7.50
10-11-4340-3100	Travel & Training	20,000.00	569.92	11,693.73	8,306.27	3,330.00	4,976.27	24.88
10-11-4340-3200	Communications	15,000.00	1,803.24	8,639.68	6,360.32	4,449.47	1,910.85	12.74
10-11-4340-3300	Utilities	45,000.00	2,979.95	29,774.47	15,225.53	3,497.68	11,727.85	26.06
10-11-4340-3500	RM Equipment	10,942.00	0.00	10,941.66	0.34	0.00	0.34	0.00
10-11-4340-3501	RM Vehicles	26,500.00	-7,070.73	15,653.44	10,846.56	4,402.39	6,444.17	24.32
10-11-4340-3502	RM Facilities	13,000.00	15.72	11,902.35	1,097.65	0.00	1,097.65	8.44
10-11-4340-3503	Substation Lease	15,000.00	1,250.00	12,500.00	2,500.00	2,500.00	0.00	0.00
10-11-4340-4400	Contract Services	30,000.00	48.50	11,671.68	18,328.32	305.07	18,023.25	60.08
10-11-4340-4500	Insurance & Bonding	42,886.00	0.00	42,885.61	0.39	0.00	0.39	0.00
10-11-4340-5100	Capital Outlay - Equipment	12,000.00	0.00	8,644.06	3,355.94	0.00	3,355.94	27.97
10-11-4340-5400	Capital Outlay - Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-11-4340-6000	Contract Services	0.00	0.00	3,796.12	-3,796.12	0.00	-3,796.12	0.00
10-11-4340-7100	Debt Service	383,488.00	0.00	383,487.20	0.80	0.00	0.80	0.00
11	Fire	2,036,066.00	97,445.12	1,746,451.18	289,614.82	30,820.95	258,793.87	12.71

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12	Rescue							
10-12-4370-0000	Full-Time Employees	55,000.00	4,874.94	43,914.36	11,085.64	0.00	11,085.64	20.16
10-12-4370-0001	Employee Overtime	17,000.00	1,494.68	11,669.25	5,330.75	0.00	5,330.75	31.36
10-12-4370-0200	Volunteer Rescue Fees	170,628.00	15,237.42	157,230.38	13,397.62	0.00	13,397.62	7.85
10-12-4370-0700	401K Retirement Supplement	3,000.00	318.48	2,752.14	247.86	0.00	247.86	8.26
10-12-4370-0900	F.I.C.A.	24,098.00	1,641.54	16,198.59	7,899.41	0.00	7,899.41	32.78
10-12-4370-1000	RetirementState Shared	6,600.00	774.54	6,693.11	-93.11	0.00	-93.11	-1.41
10-12-4370-1100	HealthLifeDental Insurance	12,000.00	867.82	4,146.50	7,853.50	0.00	7,853.50	65.45
10-12-4370-1400	Workers Compensation Insurance	4,800.00	0.00	1,652.79	3,147.21	0.00	3,147.21	65.57
10-12-4370-1801	BillCollection Expense	0.00	160.00	160.00	-160.00	0.00	-160.00	0.00
10-12-4370-2100	Uniforms & Protective Gear	11,256.00	0.00	5,598.30	5,657.70	5,657.00	0.70	0.01
10-12-4370-2500	Vehicle Supplies	8,528.00	1,771.05	10,298.23	-1,770.23	0.00	-1,770.23	-20.76
10-12-4370-2600	Departmental Supplies	25,000.00	0.00	8,375.09	16,624.91	628.77	15,996.14	63.98
10-12-4370-2601	Medical Supplies	19,000.00	1,450.35	16,104.31	2,895.69	454.29	2,441.40	12.85
10-12-4370-3100	Travel & Training	5,000.00	787.50	5,403.38	-403.38	0.00	-403.38	-8.07
10-12-4370-3200	Communications	6,431.00	271.36	5,888.53	542.47	542.48	-0.01	0.00
10-12-4370-3300	Utilities	5,777.00	0.00	5,777.38	-0.38	0.00	-0.38	-0.01
10-12-4370-3500	RM Equipment	8,072.00	0.00	8,072.05	-0.05	0.00	-0.05	0.00
10-12-4370-3501	RM Vehicles	5,000.00	0.00	3,286.24	1,713.76	6.74	1,707.02	34.14
10-12-4370-3502	RM Facilities	5,000.00	0.00	4,383.63	616.37	0.00	616.37	12.33
10-12-4370-3900	Other Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-12-4370-4400	Contract Services	36,194.00	3,070.51	38,230.66	-2,036.66	643.19	-2,679.85	-7.40
10-12-4370-4500	Insurance & Bonding	40,114.00	0.00	40,114.00	0.00	0.00	0.00	0.00
10-12-4370-5100	Capital Outlay - Equipment	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00
10-12-4370-7100	Debt Service	53,000.00	0.00	26,363.00	26,637.00	0.00	26,637.00	50.26
12	Rescue	531,498.00	32,720.19	422,311.92	109,186.08	7,932.47	101,253.61	19.05

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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
40	Development Services							
10-40-4350-0000	Full-Time Employees	286,528.00	23,936.57	228,463.48	58,064.52	0.00	58,064.52	20.26
10-40-4350-0001	Employee Overtime	5,943.00	782.01	3,788.83	2,154.17	0.00	2,154.17	36.25
10-40-4350-0200	Part-Time Employees	12,596.00	853.36	7,172.22	5,423.78	0.00	5,423.78	43.06
10-40-4350-0700	401K Retirement Supplement	14,624.00	1,235.93	11,477.34	3,146.66	0.00	3,146.66	21.52
10-40-4350-0900	F.I.C.A.	22,374.00	1,867.05	17,300.18	5,073.82	0.00	5,073.82	22.68
10-40-4350-1000	LGERS Retirement	35,564.00	3,005.76	27,724.41	7,839.59	0.00	7,839.59	22.04
10-40-4350-1100	HealthLifeDental Insurance	52,000.00	3,997.25	38,856.66	13,143.34	0.00	13,143.34	25.28
10-40-4350-1400	Workers Compensation Insurance	9,773.00	0.00	3,365.15	6,407.85	0.00	6,407.85	65.57
10-40-4350-2500	Vehicle Supplies	2,330.00	184.01	1,602.68	727.32	787.31	-59.99	-2.57
10-40-4350-2600	Departmental Supplies	24,000.00	851.44	14,831.72	9,168.28	130.06	9,038.22	37.66
10-40-4350-2601	Forestry Projects	5,250.00	5,000.00	5,000.00	250.00	0.00	250.00	4.76
10-40-4350-3100	Travel & Training	15,750.00	1,292.40	8,204.14	7,545.86	1,558.45	5,987.41	38.02
10-40-4350-3200	Communications	4,801.00	1,854.89	5,308.82	-507.82	232.03	-739.85	-15.41
10-40-4350-3300	Utilities	2,730.00	347.81	2,975.36	-245.36	63.18	-308.54	-11.30
10-40-4350-3500	RM Equipment	105.00	24.98	125.98	-20.98	0.00	-20.98	-19.98
10-40-4350-3501	RM Vehicles	0.00	0.00	20.00	-20.00	0.00	-20.00	0.00
10-40-4350-3900	Other Services	5,330.00	1,560.00	6,890.00	-1,560.00	0.00	-1,560.00	-29.27
10-40-4350-4400	Contract Services	74,065.00	-6,587.38	47,098.48	26,966.52	3,065.69	23,900.83	32.27
10-40-4350-4500	Insurance & Bonding	8,964.00	0.00	7,923.80	1,040.20	0.00	1,040.20	11.60
10-40-4350-5400	Capital Outlay - Vehicles	14,595.00	1,153.36	11,550.90	3,044.10	0.00	3,044.10	20.86
40	Development Services	597,322.00	41,359.44	449,680.15	147,641.85	5,836.72	141,805.13	23.74

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80	Parks & Recreation							
10-80-6120-0000	Full-Time Employees	157,277.00	12,610.08	130,886.78	26,390.22	0.00	26,390.22	16.78
10-80-6120-0001	Employee Overtime	9,067.00	739.91	8,367.95	699.05	0.00	699.05	7.71
10-80-6120-0200	Part Time Salaries	126,000.00	8,040.10	90,821.28	35,178.72	0.00	35,178.72	27.92
10-80-6120-0700	401K Retirement Supplement	6,900.00	667.51	6,870.09	29.91	0.00	29.91	0.43
10-80-6120-0900	F.I.C.A.	20,196.00	1,585.35	17,060.71	3,135.29	0.00	3,135.29	15.52
10-80-6120-1000	LGERS Retirement	16,780.00	1,623.35	16,593.73	186.27	0.00	186.27	1.11
10-80-6120-1100	HealthLifeDental Insurance	36,000.00	1,968.85	29,087.15	6,912.85	0.00	6,912.85	19.20
10-80-6120-1400	Workers Compensation Insurance	9,344.00	0.00	3,217.43	6,126.57	0.00	6,126.57	65.57
10-80-6120-2100	Uniforms & Protective Gear	2,000.00	0.00	373.45	1,626.55	0.00	1,626.55	81.33
10-80-6120-2500	Vehicle Supplies	10,850.00	511.60	5,089.64	5,760.36	5,687.94	72.42	0.67
10-80-6120-2600	Departmental Supplies	52,000.00	3,072.38	39,980.00	12,020.00	2,088.52	9,931.48	19.10
10-80-6120-3100	Travel & Training	3,500.00	0.00	410.00	3,090.00	0.00	3,090.00	88.29
10-80-6120-3200	Communications	5,250.00	317.10	3,560.61	1,689.39	492.38	1,197.01	22.80
10-80-6120-3300	Utilities	46,200.00	3,220.69	33,339.98	12,860.02	4,014.35	8,845.67	19.15
10-80-6120-3500	RM Equipment	1,337.00	0.00	1,336.50	0.50	0.00	0.50	0.04
10-80-6120-3501	RM Vehicles	3,150.00	0.00	572.14	2,577.86	0.00	2,577.86	81.84
10-80-6120-3502	RM Facilities	30,000.00	5,265.37	16,576.69	13,423.31	8,044.10	5,379.21	17.93
10-80-6120-4400	Contract Services	29,000.00	45.73	23,219.62	5,780.38	166.19	5,614.19	19.36
10-80-6120-4500	Insurance & Bonding	0.00	0.00	4.61	-4.61	0.00	-4.61	0.00
10-80-6120-5000	Capital Purchases Under \$5000	14,500.00	0.00	14,500.00	0.00	0.00	0.00	0.00
10-80-6120-5100	Capital Outlay - Equipment	7,844.00	0.00	0.00	7,844.00	0.00	7,844.00	100.00
10-80-6120-5400	Capital Outlay - Vehicles	15,321.00	552.90	5,737.29	9,583.71	0.00	9,583.71	62.55
10-80-6120-5600	Capital ProjectLowe White Prk	221,000.00	0.00	0.00	221,000.00	0.00	221,000.00	100.00
10-80-6120-5800	Capital Outlay -Capital Improv	38,000.00	0.00	0.00	38,000.00	0.00	38,000.00	100.00
10-80-6120-9600	Transfer to Capital Project	194,420.00	0.00	0.00	194,420.00	0.00	194,420.00	100.00
80	Parks & Recreation	1,055,936.00	40,220.92	447,605.65	608,330.35	20,493.48	587,836.87	55.67

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81	Community Building							
10-81-6150-0200	Part-Time Employees	40,000.00	4,482.78	23,166.55	16,833.45	0.00	16,833.45	42.08
10-81-6150-0900	F.I.C.A.	3,060.00	342.91	1,772.24	1,287.76	0.00	1,287.76	42.08
10-81-6150-1100	HealthLifeDental Insurance	35.00	34.90	69.80	-34.80	0.00	-34.80	-99.43
10-81-6150-1400	Workers Compensation Insurance	1,600.00	0.00	550.93	1,049.07	0.00	1,049.07	65.57
10-81-6150-2600	Departmental Supplies	3,000.00	624.00	1,888.55	1,111.45	0.00	1,111.45	37.05
10-81-6150-2700	Marketing	3,000.00	167.08	1,778.46	1,221.54	606.54	615.00	20.50
10-81-6150-3200	Communications	1,500.00	178.42	1,041.83	458.17	237.53	220.64	14.71
10-81-6150-3300	Utilities	15,000.00	787.78	8,240.23	6,759.77	3,110.23	3,649.54	24.33
10-81-6150-3502	RM Facilities	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
10-81-6150-4400	Contract Services	444.00	0.00	-5,205.64	5,649.64	0.00	5,649.64	1,272.44
10-81-6150-5000	Capital Purchases Under \$5000	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	100.00
10-81-6150-5800	Capital Outlay -Capital Improv	49,521.00	0.00	49,521.00	0.00	0.00	0.00	0.00
81	Community Building	122,160.00	6,617.87	82,823.95	39,336.05	3,954.30	35,381.75	28.96

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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
82	Community Relations							
10-82-6170-0000	Full-Time Employees	179,510.00	13,639.67	151,253.25	28,256.75	0.00	28,256.75	15.74
10-82-6170-0001	Employee Overtime	2,825.00	0.00	35.73	2,789.27	0.00	2,789.27	98.74
10-82-6170-0200	Part time wages	521.00	0.00	521.51	-0.51	0.00	-0.51	-0.10
10-82-6170-0700	401K Retirement Supplement	9,143.00	681.98	7,483.20	1,659.80	0.00	1,659.80	18.15
10-82-6170-0900	F.I.C.A.	13,988.00	1,028.96	11,469.26	2,518.74	0.00	2,518.74	18.01
10-82-6170-1000	LGERS Retirement	21,496.00	1,658.58	18,062.30	3,433.70	0.00	3,433.70	15.97
10-82-6170-1100	HealthLifeDental Insurance	36,000.00	2,673.26	25,431.13	10,568.87	0.00	10,568.87	29.36
10-82-6170-1400	Workers Compensation Insurance	5,356.00	0.00	1,844.24	3,511.76	0.00	3,511.76	65.57
10-82-6170-2600	Departmental Supplies	17,500.00	530.35	7,401.33	10,098.67	2,161.44	7,937.23	45.36
10-82-6170-2601	Beautification Committee	3,000.00	0.00	651.84	2,348.16	0.00	2,348.16	78.27
10-82-6170-2710	Tourism Community Events	15,356.00	210.00	4,044.42	11,311.58	250.00	11,061.58	72.03
10-82-6170-2711	Special Marketing Opps	8,000.00	0.00	6,447.57	1,552.43	0.00	1,552.43	19.41
10-82-6170-2712	Grant Matching Funds	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00
10-82-6170-3100	Travel & Training	5,000.00	252.57	1,800.43	3,199.57	0.00	3,199.57	63.99
10-82-6170-3200	Communications	28,000.00	90.90	19,372.51	8,627.49	688.54	7,938.95	28.35
10-82-6170-3300	Utilities	11,000.00	873.83	9,538.44	1,461.56	2,043.61	-582.05	-5.29
10-82-6170-4400	Contract Services	5,500.00	774.78	3,558.62	1,941.38	300.22	1,641.16	29.84
10-82-6170-4500	Insurance & Bonding	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
10-82-6170-5500	Capital Outlay - Equipment	6,500.00	1,312.00	2,688.87	3,811.13	0.00	3,811.13	58.63
82	Community Relations	383,695.00	23,726.88	271,604.65	112,090.35	5,443.81	106,646.54	27.79

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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
96	Solid Waste							
10-96-4170-4400	Contract Services	310,569.00	24,278.33	232,627.19	77,941.81	47,092.77	30,849.04	9.93
96	Solid Waste	310,569.00	24,278.33	232,627.19	77,941.81	47,092.77	30,849.04	9.93

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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
Expense Total		10,707,478.25	638,619.70	7,649,505.04	3,057,973.21	340,719.99	2,717,253.22	25.3772
10	General Fund	10,707,478.25	638,619.70	7,649,505.04	3,057,973.21	340,719.99	2,717,253.22	25.38

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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
20	Powell Bill Fund							
20	Powell Bill							
20-20-4510-5500	Capital Outlay - Equipment	178,812.00	12,500.00	97,430.00	81,382.00	0.00	81,382.00	45.51
20	Powell Bill	178,812.00	12,500.00	97,430.00	81,382.00	0.00	81,382.00	45.51

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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
Expense Total		178,812.00	12,500.00	97,430.00	81,382.00	0.00	81,382.00	45.5126
20	Powell Bill Fund	178,812.00	12,500.00	97,430.00	81,382.00	0.00	81,382.00	45.51

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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
21	Firemen's Fund							
11	Fire							
21-11-4340-3000	Southport Firemen'S Expenses	62,415.00	1,024.13	48,656.20	13,758.80	0.00	13,758.80	22.04
11	Fire	62,415.00	1,024.13	48,656.20	13,758.80	0.00	13,758.80	22.04

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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
Expense Total		62,415.00	1,024.13	48,656.20	13,758.80	0.00	13,758.80	22.0441
21	Firemen's Fund	62,415.00	1,024.13	48,656.20	13,758.80	0.00	13,758.80	22.04

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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
23	Capital Project Fund							
23	DEPT							
23-23-7300-5800	Capital Outlay -Capital Improv	1,200,000.00	0.00	0.00	1,200,000.00	0.00	1,200,000.00	100.00
23	DEPT	1,200,000.00	0.00	0.00	1,200,000.00	0.00	1,200,000.00	100.00

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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
Expense Total		1,200,000.00	0.00	0.00	1,200,000.00	0.00	1,200,000.00	100
23	Capital Project Fund	1,200,000.00	0.00	0.00	1,200,000.00	0.00	1,200,000.00	100.00

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30	Electric Fund							
93	Electric							
30-93-7210-0000	Full-Time Employees	373,110.00	28,051.11	299,369.11	73,740.89	0.00	73,740.89	19.76
30-93-7210-0001	Employee Overtime	4,392.00	120.94	3,314.54	1,077.46	0.00	1,077.46	24.53
30-93-7210-0700	401K Retirement Supplement	18,875.00	1,291.50	12,013.45	6,861.55	0.00	6,861.55	36.35
30-93-7210-0900	F.I.C.A.	28,879.00	2,153.67	21,269.11	7,609.89	0.00	7,609.89	26.35
30-93-7210-1000	LGERS Retirement	45,904.00	3,140.91	29,261.61	16,642.39	0.00	16,642.39	36.25
30-93-7210-1100	HealthLifeDental Insurance	56,880.00	5,257.01	55,884.35	995.65	0.00	995.65	1.75
30-93-7210-1400	Workers Compensation Insurance	5,602.00	0.00	1,928.94	3,673.06	0.00	3,673.06	65.57
30-93-7210-1800	Professional Fees	32,235.00	3,833.33	12,696.00	19,539.00	0.00	19,539.00	60.61
30-93-7210-2100	Uniforms & Protective Gear	2,223.00	107.64	631.55	1,591.45	368.45	1,223.00	55.02
30-93-7210-2500	Vehicle Supplies	1,050.00	20.14	519.14	530.86	95.01	435.85	41.51
30-93-7210-2600	Departmental Supplies	13,230.00	1,094.56	10,095.08	3,134.92	2,266.82	868.10	6.56
30-93-7210-2700	Power Purchase	5,251,434.00	384,761.47	4,133,106.69	1,118,327.31	1,118,326.56	0.75	0.00
30-93-7210-2701	Utility Sales Tax	446,619.00	0.00	414,105.66	32,513.34	0.00	32,513.34	7.28
30-93-7210-3100	Travel & Training	15,750.00	0.00	3,388.71	12,361.29	0.00	12,361.29	78.48
30-93-7210-3200	Communications	25,612.00	232.34	2,861.77	22,750.23	1,644.64	21,105.59	82.41
30-93-7210-3300	Utilities	1,760.00	111.13	1,032.06	727.94	301.54	426.40	24.23
30-93-7210-3500	RM Equipment	3,150.00	0.00	0.00	3,150.00	0.00	3,150.00	100.00
30-93-7210-3501	RM Vehicles	593.00	76.57	76.57	516.43	0.00	516.43	87.09
30-93-7210-3502	Install Load Mgt Switches	85,821.00	445.69	28,008.16	57,812.84	33,734.88	24,077.96	28.06
30-93-7210-4400	Contract Services	71,228.00	21,187.56	49,856.94	21,371.06	33,540.67	-12,169.61	-17.09
30-93-7210-4500	Insurance & Bonding	8,400.00	0.00	7,425.54	974.46	0.00	974.46	11.60
30-93-7210-4800	Billing Contract	208,950.00	0.00	176,899.86	32,050.14	0.00	32,050.14	15.34
30-93-7210-4900	Operations & Maintenance BEMC	574,400.00	44,836.79	448,367.90	126,032.10	126,032.10	0.00	0.00
30-93-7210-5400	Capital Outlay - Vehicles	7,350.00	558.67	5,595.08	1,754.92	0.00	1,754.92	23.88
30-93-7210-5500	Capital Outlay - Equipment	98,000.00	0.00	13,991.27	84,008.73	76,008.73	8,000.00	8.16
30-93-7210-5800	Capital Outlay -Capital Improv	73,299.00	0.00	11,193.81	62,105.19	48,806.19	13,299.00	18.14
30-93-7210-5900	Capital Outlay - System	2,790,765.00	273,442.91	517,439.39	2,273,325.61	1,805,830.26	467,495.35	16.75
93	Electric	10,245,511.00	770,723.94	6,260,332.29	3,985,178.71	3,246,955.85	738,222.86	7.21

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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
Expense Total		10,245,511.00	770,723.94	6,260,332.29	3,985,178.71	3,246,955.85	738,222.86	7.2053
30	Electric Fund	10,245,511.00	770,723.94	6,260,332.29	3,985,178.71	3,246,955.85	738,222.86	7.21

General Ledger

Expenditures vs Budget with

Encumbrances by Depart



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 Fiscal Year 2023

Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
31	Water & Sewer Fund							
91	WaterSewer							
31-91-7130-0000	Full-Time Employees	756,737.00	50,491.08	520,982.78	235,754.22	0.00	235,754.22	31.15
31-91-7130-0001	Employee Overtime	20,561.00	600.39	11,297.95	9,263.05	0.00	9,263.05	45.05
31-91-7130-0200	Part-Time Employees	25,000.00	5,973.75	13,635.00	11,365.00	0.00	11,365.00	45.46
31-91-7130-0700	401K Retirement Supplement	40,115.00	2,437.47	22,740.23	17,374.77	0.00	17,374.77	43.31
31-91-7130-0900	F.I.C.A.	61,376.00	4,300.28	38,273.22	23,102.78	0.00	23,102.78	37.64
31-91-7130-1000	LGERS Retirement	97,559.00	5,927.85	55,127.12	42,431.88	0.00	42,431.88	43.49
31-91-7130-1100	HealthLifeDental Insurance	140,321.00	9,780.50	97,030.27	43,290.73	0.00	43,290.73	30.85
31-91-7130-1400	Workers Compensation Insurance	24,067.00	0.00	8,287.70	15,779.30	0.00	15,779.30	65.56
31-91-7130-1800	Professional Fees	58,036.00	3,833.34	12,696.00	45,340.00	0.00	45,340.00	78.12
31-91-7130-2100	Uniforms & Protective Gear	13,500.00	702.64	7,883.45	5,616.55	2,715.11	2,901.44	21.49
31-91-7130-2500	Vehicle Supplies	25,000.00	2,863.80	27,150.34	-2,150.34	0.00	-2,150.34	-8.60
31-91-7130-2600	Departmental Supplies	49,726.00	6,352.29	27,082.86	22,643.14	8,700.10	13,943.04	28.04
31-91-7130-2606	Sewer SuppliesColl System	198,868.75	6,560.67	99,499.09	99,369.66	42,903.66	56,466.00	28.39
31-91-7130-2700	Water Purchase	1,073,982.00	54,540.75	616,558.50	457,423.50	134,441.50	322,982.00	30.07
31-91-7130-3100	Travel & Training	14,438.00	624.49	8,029.28	6,408.72	0.00	6,408.72	44.39
31-91-7130-3200	Communications	20,893.00	1,148.53	11,483.89	9,409.11	1,951.04	7,458.07	35.70
31-91-7130-3300	Utilities	54,238.00	3,626.45	41,791.68	12,446.32	7,650.52	4,795.80	8.84
31-91-7130-3500	RM Equipment	16,994.00	0.00	14,103.12	2,890.88	2,500.00	390.88	2.30
31-91-7130-3501	RM Vehicles	21,000.00	0.00	6,019.06	14,980.94	972.20	14,008.74	66.71
31-91-7130-3506	Sewer System R&MColl System	676,389.00	21,239.10	193,163.07	483,225.93	44,066.87	439,159.06	64.93
31-91-7130-3900	Other Services	6,294.00	0.00	2,011.75	4,282.25	0.00	4,282.25	68.04
31-91-7130-3910	Neighbors 4 Neighbors	13,650.00	982.00	9,248.00	4,402.00	212.00	4,190.00	30.70
31-91-7130-4400	Contract Services	1,600,887.00	171,943.28	1,060,708.72	540,178.28	512,767.74	27,410.54	1.71
31-91-7130-4500	Insurance & Bonding	46,413.00	0.00	41,003.27	5,409.73	0.00	5,409.73	11.66
31-91-7130-5100	Capital Outlay - Equipment	565,000.00	0.00	108,816.37	456,183.63	78,050.00	378,133.63	66.93
31-91-7130-5400	Capital Outlay - Vehicles	67,043.00	3,018.23	32,214.10	34,828.90	0.00	34,828.90	51.95
31-91-7130-5500	Capital Outlay - Equipment	100,000.00	0.00	0.00	100,000.00	0.00	100,000.00	100.00
31-91-7130-5800	Capital Outlay -Capital Improv	26,000.00	0.00	21,312.90	4,687.10	0.00	4,687.10	18.03
31-91-7130-5900	Capital Outlay - System	266,500.00	0.00	112,575.36	153,924.64	51,693.00	102,231.64	38.36
31-91-7130-7100	Bond Retirement	765,308.50	106,412.15	231,044.91	534,263.59	0.00	534,263.59	69.81
31-91-7130-9700	Contingency	452,044.00	0.00	7,500.00	444,544.00	0.00	444,544.00	98.34
31-91-9990-0000	Depreciation	315,000.00	0.00	0.00	315,000.00	0.00	315,000.00	100.00
91	WaterSewer	7,612,940.25	463,359.04	3,459,269.99	4,153,670.26	888,623.74	3,265,046.52	42.89

General Ledger

Expenditures vs Budget with

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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
Expense Total		7,612,940.25	463,359.04	3,459,269.99	4,153,670.26	888,623.74	3,265,046.52	42.8881
31	Water & Sewer Fund	7,612,940.25	463,359.04	3,459,269.99	4,153,670.26	888,623.74	3,265,046.52	42.89

General Ledger

Expenditures vs Budget with

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 Fiscal Year 2023

Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
32	System Development Fee Fund							
92	DEPT							
32-92-7135-9600	Sewer Development Fee Transfer	693,468.00	0.00	0.00	693,468.00	0.00	693,468.00	100.00
32-92-7135-9700	Water Development Fee Transfer	87,515.00	0.00	0.00	87,515.00	0.00	87,515.00	100.00
92	DEPT	780,983.00	0.00	0.00	780,983.00	0.00	780,983.00	100.00

General Ledger

Expenditures vs Budget with

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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
Expense Total		780,983.00	0.00	0.00	780,983.00	0.00	780,983.00	100
32	System Development Fee Fund	780,983.00	0.00	0.00	780,983.00	0.00	780,983.00	100.00

General Ledger

Expenditures vs Budget with

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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
42	Part F Grant. Capital Projects							
42	DEPT							
42-42-8111-5800	Capital Outlay -Capital Improv	615,644.00	0.00	277,735.40	337,908.60	27,029.25	310,879.35	50.50
42	DEPT	615,644.00	0.00	277,735.40	337,908.60	27,029.25	310,879.35	50.50

General Ledger

Expenditures vs Budget with

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 Fiscal Year 2023

Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
Expense Total		615,644.00	0.00	277,735.40	337,908.60	27,029.25	310,879.35	50.4966
42	Part F Grant. Capital Projects	615,644.00	0.00	277,735.40	337,908.60	27,029.25	310,879.35	50.50

General Ledger

Expenditures vs Budget with

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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
50	ARP Funding							
50	ARPA Funding							
50-50-8111-4400	Contract Services	1,263,954.06	0.00	0.00	1,263,954.06	0.00	1,263,954.06	100.00
50	ARPA Funding	1,263,954.06	0.00	0.00	1,263,954.06	0.00	1,263,954.06	100.00

General Ledger

Expenditures vs Budget with

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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
Expense Total		1,263,954.06	0.00	0.00	1,263,954.06	0.00	1,263,954.06	100
50	ARP Funding	1,263,954.06	0.00	0.00	1,263,954.06	0.00	1,263,954.06	100.00

General Ledger

Expenditures vs Budget with

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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
51	2.8 m NCDEQ Project							
51	DEPT							
51-51-8111-4400	Contract Services	0.00	38,751.10	38,751.10	-38,751.10	0.00	-38,751.10	0.00
51	DEPT	0.00	38,751.10	38,751.10	-38,751.10	0.00	-38,751.10	0.00

General Ledger

Expenditures vs Budget with

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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
Expense Total		0.00	38,751.10	38,751.10	-38,751.10	0.00	-38,751.10	0
51	2.8 m NCDEQ Project	0.00	38,751.10	38,751.10	-38,751.10	0.00	-38,751.10	0.00

General Ledger

Expenditures vs Budget with

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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
60	Waterfront Stabilization Fund							
60	DEPT							
60-60-8111-5800	Capital Outlay -Capital Improv	5,000,000.00	0.00	0.00	5,000,000.00	0.00	5,000,000.00	100.00
60	DEPT	5,000,000.00	0.00	0.00	5,000,000.00	0.00	5,000,000.00	100.00

General Ledger

Expenditures vs Budget with

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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
Expense Total		5,000,000.00	0.00	0.00	5,000,000.00	0.00	5,000,000.00	100
60	Waterfront Stabilization Fund	5,000,000.00	0.00	0.00	5,000,000.00	0.00	5,000,000.00	100.00

General Ledger

Expenditures vs Budget with

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 Fiscal Year 2023

Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
Expense Total		37,667,737.56	1,924,977.91	17,831,680.02	19,836,057.54	4,503,328.83	15,332,728.71	40.7052

General Ledger

Revenues vs Budget with

Encumbrances by Depart



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 Fiscal Year 2023

Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining Uncollected	%Remaining
10	General Fund							
10-00-3100-1100	Ad Valorem Taxes	4,148,498.00	27,085.67	4,268,564.85	-120,066.85	0.00	-120,066.85	-2.89
10-00-3100-1200	Motor Vehicles Tax Collections	193,800.00	22,214.14	199,872.04	-6,072.04	0.00	-6,072.04	-3.13
10-00-3100-1700	InterestPenalties -Taxes	11,305.00	1,742.19	7,961.51	3,343.49	0.00	3,343.49	29.58
10-00-3100-1710	Motor Vehicle Interest	669.00	189.62	1,296.85	-627.85	0.00	-627.85	-93.85
10-00-3102-0000	Ad Valorem Tax Prior Years	35,000.00	878.28	24,385.80	10,614.20	0.00	10,614.20	30.33
10-00-3230-0000	Local Option Sales Tax	1,365,000.00	139,236.99	1,522,535.11	-157,535.11	0.00	-157,535.11	-11.54
10-00-3260-0000	Privilege Licenses	1,050.00	120.00	1,390.00	-340.00	0.00	-340.00	-32.38
10-00-3260-0800	ItinerantPeddler Permit	11,880.00	0.00	200.00	11,680.00	0.00	11,680.00	98.32
10-00-3322-0000	Beer & Wine Tax	18,900.00	0.00	0.00	18,900.00	0.00	18,900.00	100.00
10-00-3324-0000	Utility Franchise Tax	300,000.00	0.00	292,172.36	7,827.64	0.00	7,827.64	2.61
10-00-3420-0200	FEMA Reimbursement	221,000.00	0.00	38,049.71	182,950.29	0.00	182,950.29	82.78
10-00-3474-0000	Cemetery Lot Sales & Fees	0.00	100.00	500.00	-500.00	0.00	-500.00	0.00
10-00-3810-0000	Interest Earned	12,000.00	0.00	91,531.30	-79,531.30	0.00	-79,531.30	-662.76
10-00-3833-0005	Donations	4,000.00	0.00	15,100.00	-11,100.00	0.00	-11,100.00	-277.50
10-00-3833-0100	Forestry Committee Donations	700.00	0.00	750.00	-50.00	0.00	-50.00	-7.14
10-00-3835-0000	Sale Of Fixed Assets	0.00	0.00	25,760.00	-25,760.00	0.00	-25,760.00	0.00
10-00-3836-0000	Community Garden	1,500.00	0.00	1,410.00	90.00	0.00	90.00	6.00
10-00-3837-0000	Southport ABC Distribution	420,000.00	0.00	519,610.87	-99,610.87	0.00	-99,610.87	-23.72
10-00-3839-0100	Miscellaneous Revenues	10,500.00	54.00	7,755.32	2,744.68	0.00	2,744.68	26.14
10-00-3839-0200	Insurance Recovery	0.00	0.00	130.81	-130.81	0.00	-130.81	0.00
10-00-3991-0000	Appropriated Fund Balance	155,251.25	0.00	0.00	155,251.25	0.00	155,251.25	100.00
00	General Government	6,911,053.25	191,620.89	7,018,976.53	-107,923.28	0.00	-107,923.28	-1.56

General Ledger Revenues vs Budget with Encumbrances by Depart



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Period 10 - 10
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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
10-06-3210-0000	Civil Penalties	105.00	100.00	220.00	-115.00	0.00	-115.00	-109.52
10-06-3220-0000	Pet license & tags	1,000.00	0.00	495.89	504.11	0.00	504.11	50.41
10-06-3833-0005	Donations Animal Care	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
06	Animal Protective Services	2,105.00	100.00	715.89	1,389.11	0.00	1,389.11	65.99

General Ledger Revenues vs Budget with Encumbrances by Depart



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Fiscal Year 2023

Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
10-10-3437-0600	Misc. ReceiptsPolice Dept.	0.00	200.00	5,816.09	-5,816.09	0.00	-5,816.09	0.00
10-10-3437-0601	Police Shop with a Cop	10,000.00	0.00	16,622.22	-6,622.22	0.00	-6,622.22	-66.22
10-10-3437-0602	Golf Cart Fees	5,250.00	375.00	6,520.00	-1,270.00	0.00	-1,270.00	-24.19
10-10-3838-0000	ABC Revenue for Law Enf.	25,000.00	13,622.47	26,542.24	-1,542.24	0.00	-1,542.24	-6.17
10	Police	40,250.00	14,197.47	55,500.55	-15,250.55	0.00	-15,250.55	-37.89

General Ledger

Revenues vs Budget with

Encumbrances by Depart



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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
10-11-3434-0100	Fire District Fees	1,875,184.00	0.00	1,412,237.08	462,946.92	0.00	462,946.92	24.69
10-11-3434-0200	Duke Energy For Fire Dept	75,000.00	0.00	0.00	75,000.00	0.00	75,000.00	100.00
10-11-3434-0300	Misc. Grants For Fire Dept	150,000.00	0.00	0.00	150,000.00	0.00	150,000.00	100.00
10-11-3434-0400	Fire Response Fees	20,000.00	0.00	4,709.85	15,290.15	0.00	15,290.15	76.45
10-11-3434-0500	Fire - Miscellaneous Revenue	40,000.00	0.00	0.00	40,000.00	0.00	40,000.00	100.00
10-11-3434-0700	Fire Inspections & Permit Fees	10,000.00	1,210.00	7,310.00	2,690.00	0.00	2,690.00	26.90
10-11-3437-0400	Rescue Dept Misc Receipts	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-11-3437-0500	Rescue Squad Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-11-3810-0000	Interest Income Fire Dept	0.00	0.00	7.00	-7.00	0.00	-7.00	0.00
11	Fire	2,170,184.00	1,210.00	1,424,263.93	745,920.07	0.00	745,920.07	34.37

General Ledger

Revenues vs Budget with

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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
10-12-3437-0400	Rescue DeptMisc. Receipts	0.00	0.00	2,242.16	-2,242.16	0.00	-2,242.16	0.00
10-12-3437-0500	Rescue Squad Fees	180,000.00	141.50	198,277.94	-18,277.94	0.00	-18,277.94	-10.15
12	Rescue	180,000.00	141.50	200,520.10	-20,520.10	0.00	-20,520.10	-11.40

General Ledger

Revenues vs Budget with

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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
10-40-3220-0000	Civil Penalties	525.00	0.00	0.00	525.00	0.00	525.00	100.00
10-40-3343-0000	Inspection Permits	700,000.00	49,505.50	683,511.70	16,488.30	0.00	16,488.30	2.36
10-40-3343-0100	Home Owners Recovery Fund	1,000.00	-327.00	43.00	957.00	0.00	957.00	95.70
10-40-3343-0300	Re-Inspection Fees	500.00	0.00	0.00	500.00	0.00	500.00	100.00
10-40-3343-0400	Planning & Zoning Fees	20,000.00	-1,096.00	17,514.00	2,486.00	0.00	2,486.00	12.43
40	Development Services	722,025.00	48,082.50	701,068.70	20,956.30	0.00	20,956.30	2.90

General Ledger

Revenues vs Budget with

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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
10-50-3474-0000	Cemetery Lot Sales & Fees	0.00	0.00	1,200.00	-1,200.00	0.00	-1,200.00	0.00
50	ARPA Funding	0.00	0.00	1,200.00	-1,200.00	0.00	-1,200.00	0.00

General Ledger

Revenues vs Budget with

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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
10-80-3410-0100	Boat Dock Fema Golden Leaf	0.00	0.00	30,353.40	-30,353.40	0.00	-30,353.40	0.00
10-80-3437-0700	Rent Recreation Facilities	7,500.00	175.00	7,791.00	-291.00	0.00	-291.00	-3.88
10-80-3612-0000	Recreation Programs Receipts	25,000.00	2,210.00	27,360.00	-2,360.00	0.00	-2,360.00	-9.44
10-80-3612-0200	Parks & Recreation Donations	1,680.00	0.00	10,369.37	-8,689.37	0.00	-8,689.37	-517.22
80	Parks & Recreation	34,180.00	2,385.00	75,873.77	-41,693.77	0.00	-41,693.77	-121.98

General Ledger

Revenues vs Budget with

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 Period 10 - 10
 Fiscal Year 2023

Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
10-81-3834-0000	Community Bldg Rental	125,000.00	25,231.25	165,929.26	-40,929.26	0.00	-40,929.26	-32.74
81	Community Building	125,000.00	25,231.25	165,929.26	-40,929.26	0.00	-40,929.26	-32.74

General Ledger Revenues vs Budget with Encumbrances by Depart



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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
10-82-3270-0000	Local Occupancy Tax	190,000.00	14,229.23	179,082.55	10,917.45	0.00	10,917.45	5.75
10-82-3617-0000	Tourism Special Events	11,105.00	0.00	11,105.00	0.00	0.00	0.00	0.00
10-82-3834-0300	Tourism - Misc Revenue	11,751.00	0.00	12,601.00	-850.00	0.00	-850.00	-7.23
82	Community Relations	212,856.00	14,229.23	202,788.55	10,067.45	0.00	10,067.45	4.73

General Ledger Revenues vs Budget with Encumbrances by Depart



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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
10-96-3325-0000	Solid Waste Disposal Tax	2,100.00	0.00	2,459.26	-359.26	0.00	-359.26	-17.11
10-96-3500-0000	Refuse Revenue	286,650.00	24,594.73	242,096.91	44,553.09	0.00	44,553.09	15.54
96	Solid Waste	288,750.00	24,594.73	244,556.17	44,193.83	0.00	44,193.83	15.31

General Ledger Revenues vs Budget with Encumbrances by Depart



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Period 10 - 10
Fiscal Year 2023

Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
Revenue Total		10,686,403.25	321,792.57	10,091,393.45	595,009.80	0.00	595,009.80	5.5679
10	General Fund	10,686,403.25	321,792.57	10,091,393.45	595,009.80	0.00	595,009.80	5.57

General Ledger

Revenues vs Budget with

Encumbrances by Depart



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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
20	Powell Bill Fund							
20-20-3316-0000	NC Powell Bill Funds	136,000.00	0.00	139,129.44	-3,129.44	0.00	-3,129.44	-2.30
20-20-3839-0000	Miscellaneous Revenues	0.00	0.00	4,930.08	-4,930.08	0.00	-4,930.08	0.00
20-20-3991-0000	Appropriated Fund Balance	42,812.00	0.00	0.00	42,812.00	0.00	42,812.00	100.00
20	Powell Bill	178,812.00	0.00	144,059.52	34,752.48	0.00	34,752.48	19.44

General Ledger

Revenues vs Budget with

Encumbrances by Depart



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 Fiscal Year 2023

Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
Revenue Total		178,812.00	0.00	144,059.52	34,752.48	0.00	34,752.48	19.4352
20	Powell Bill Fund	178,812.00	0.00	144,059.52	34,752.48	0.00	34,752.48	19.44

General Ledger Revenues vs Budget with Encumbrances by Depart



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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
21	Firemen's Fund							
21-11-3290-0000	Interest Earned	74.00	0.00	304.32	-230.32	0.00	-230.32	-311.24
21-11-3434-8400	Southport Firemen'S Revenues	83,415.00	0.00	67,793.26	15,621.74	0.00	15,621.74	18.73
11	Fire	83,489.00	0.00	68,097.58	15,391.42	0.00	15,391.42	18.44

General Ledger

Revenues vs Budget with

Encumbrances by Depart



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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
Revenue Total		83,489.00	0.00	68,097.58	15,391.42	0.00	15,391.42	18.4353
21	Firemen's Fund	83,489.00	0.00	68,097.58	15,391.42	0.00	15,391.42	18.44

General Ledger

Revenues vs Budget with

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 Fiscal Year 2023

Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
23	Capital Project Fund							
23-23-3970-0000	Transfer in General Fund	1,200,000.00	0.00	0.00	1,200,000.00	0.00	1,200,000.00	100.00
23	DEPT	1,200,000.00	0.00	0.00	1,200,000.00	0.00	1,200,000.00	100.00

General Ledger

Revenues vs Budget with

Encumbrances by Depart



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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
Revenue Total		1,200,000.00	0.00	0.00	1,200,000.00	0.00	1,200,000.00	100
23	Capital Project Fund	1,200,000.00	0.00	0.00	1,200,000.00	0.00	1,200,000.00	100.00

General Ledger

Revenues vs Budget with

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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
30	Electric Fund							
30-93-3710-0000	Sale Of Electricity	7,368,100.00	98,543.71	5,686,603.42	1,681,496.58	0.00	1,681,496.58	22.82
30-93-3720-0100	Utility Sales Tax	515,767.35	6,728.69	396,337.22	119,430.13	0.00	119,430.13	23.16
30-93-3720-0300	Service Charges	3,150.00	0.00	595.00	2,555.00	0.00	2,555.00	81.11
30-93-3720-0326	Electric late Charges	10,500.00	0.00	8,736.76	1,763.24	0.00	1,763.24	16.79
30-93-3720-0327	Electric Meter Tampering	7,350.00	0.00	7,520.00	-170.00	0.00	-170.00	-2.31
30-93-3720-0330	Electric Agreements	210.00	0.00	785.00	-575.00	0.00	-575.00	-273.81
30-93-3720-0331	Electric ReconnectDisconnect	5,250.00	0.00	3,940.00	1,310.00	0.00	1,310.00	24.95
30-93-3831-0000	Interest Earned	315.00	0.00	109.98	205.02	0.00	205.02	65.09
30-93-3839-0000	Miscellaneous Revenues	5,250.00	0.00	76,683.30	-71,433.30	0.00	-71,433.30	-1,360.63
30-93-3991-0000	Appropriated Fund Balance	2,329,618.75	0.00	0.00	2,329,618.75	0.00	2,329,618.75	100.00
93	Electric	10,245,511.10	105,272.40	6,181,310.68	4,064,200.42	0.00	4,064,200.42	39.67

General Ledger

Revenues vs Budget with

Encumbrances by Depart



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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
Revenue Total		10,245,511.10	105,272.40	6,181,310.68	4,064,200.42	0.00	4,064,200.42	39.6681
30	Electric Fund	10,245,511.10	105,272.40	6,181,310.68	4,064,200.42	0.00	4,064,200.42	39.67

General Ledger

Revenues vs Budget with

Encumbrances by Depart



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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
31	Water & Sewer Fund							
31-91-3420-0200	FEMA Reimbursement WS	0.00	0.00	146,327.13	-146,327.13	0.00	-146,327.13	0.00
31-91-3720-0000	Water Sales	2,055,672.00	188,952.28	2,051,366.99	4,305.01	0.00	4,305.01	0.21
31-91-3720-0100	WaterSewer Tap Fees	75,885.00	22,600.00	128,735.00	-52,850.00	0.00	-52,850.00	-69.64
31-91-3720-0200	Sewer Impact Fees	0.00	81,878.00	465,172.00	-465,172.00	0.00	-465,172.00	0.00
31-91-3720-0300	Water Impact Fees	0.00	10,744.00	76,689.00	-76,689.00	0.00	-76,689.00	0.00
31-91-3720-0400	Service Charges	26,095.00	10,498.64	47,149.69	-21,054.69	0.00	-21,054.69	-80.68
31-91-3740-0000	Sewer Sales	3,850,000.00	325,198.38	3,197,096.71	652,903.29	0.00	652,903.29	16.96
31-91-3780-0000	Transfer From System Dev Cap	780,984.00	0.00	0.00	780,984.00	0.00	780,984.00	100.00
31-91-3833-0005	Donations UB	0.00	65.00	-130.00	130.00	0.00	130.00	0.00
31-91-3839-0000	Miscellaneous Revenues	22,925.00	0.00	16,950.75	5,974.25	0.00	5,974.25	26.06
31-91-3920-0000	Proceeds From Financing	631,977.00	0.00	0.00	631,977.00	0.00	631,977.00	100.00
31-91-3991-0000	Appropriated Fund Balance	169,402.75	0.00	0.00	169,402.75	0.00	169,402.75	100.00
91	WaterSewer	7,612,940.75	639,936.30	6,129,357.27	1,483,583.48	0.00	1,483,583.48	19.49

General Ledger

Revenues vs Budget with

Encumbrances by Depart



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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
Revenue Total		7,612,940.75	639,936.30	6,129,357.27	1,483,583.48	0.00	1,483,583.48	19.4877
31	Water & Sewer Fund	7,612,940.75	639,936.30	6,129,357.27	1,483,583.48	0.00	1,483,583.48	19.49

General Ledger

Revenues vs Budget with

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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
32	System Development Fee Fund							
32-92-3720-0200	Sewer Development Fees	693,468.00	0.00	0.00	693,468.00	0.00	693,468.00	100.00
32-92-3720-0300	Water Development Fees	87,515.00	0.00	0.00	87,515.00	0.00	87,515.00	100.00
92	DEPT	780,983.00	0.00	0.00	780,983.00	0.00	780,983.00	100.00

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Revenues vs Budget with

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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
Revenue Total		780,983.00	0.00	0.00	780,983.00	0.00	780,983.00	100
32	System Development Fee Fund	780,983.00	0.00	0.00	780,983.00	0.00	780,983.00	100.00

General Ledger

Revenues vs Budget with

Encumbrances by Depart



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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
42	Part F Grant. Capital Projects							
42-42-3910-0100	Part F Grant	421,224.00	0.00	0.00	421,224.00	0.00	421,224.00	100.00
42-42-3970-0000	Transfer in from other funds	194,420.00	0.00	0.00	194,420.00	0.00	194,420.00	100.00
42	DEPT	615,644.00	0.00	0.00	615,644.00	0.00	615,644.00	100.00

General Ledger

Revenues vs Budget with

Encumbrances by Depart



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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
Revenue Total		615,644.00	0.00	0.00	615,644.00	0.00	615,644.00	100
42	Part F Grant. Capital Projects	615,644.00	0.00	0.00	615,644.00	0.00	615,644.00	100.00

General Ledger

Revenues vs Budget with

Encumbrances by Depart



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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
50	ARP Funding							
50-50-3910-0100	Grant Revenue	1,263,954.06	0.00	631,977.03	631,977.03	0.00	631,977.03	50.00
50	ARPA Funding	1,263,954.06	0.00	631,977.03	631,977.03	0.00	631,977.03	50.00

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Revenues vs Budget with

Encumbrances by Depart



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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
Revenue Total		1,263,954.06	0.00	631,977.03	631,977.03	0.00	631,977.03	50
50	ARP Funding	1,263,954.06	0.00	631,977.03	631,977.03	0.00	631,977.03	50.00

General Ledger

Revenues vs Budget with

Encumbrances by Depart



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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
60	Waterfront Stabilization Fund							
60-60-3910-0100	Grant Revenue	5,000,000.00	0.00	5,000,000.00	0.00	0.00	0.00	0.00
60	DEPT	5,000,000.00	0.00	5,000,000.00	0.00	0.00	0.00	0.00

General Ledger

Revenues vs Budget with

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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
Revenue Total		5,000,000.00	0.00	5,000,000.00	0.00	0.00	0.00	0
60	Waterfront Stabilization Fund	5,000,000.00	0.00	5,000,000.00	0.00	0.00	0.00	0.00

General Ledger

Revenues vs Budget with

Encumbrances by Depart

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<u>Department</u>	<u>Description</u>	<u>Annual Budget</u>	<u>Period Amt</u>	<u>YR to Date</u>	<u>Variance</u>	<u>Encumbered</u>	<u>Remaining / Uncollected</u>	<u>%Remaining</u>
Revenue Total		37,667,737.16	1,067,001.27	28,246,195.53	9,421,541.63	0.00	9,421,541.63	25.0122

General Ledger

BUDGET STATUS REPORT

OVERTIME



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Account Number	Description	Budget Amount	Period Amt	YTD Amount	Variance	Encumbered Amount	Available	% Available
01	Administration	-	-	-	-	-	-	-
10-01-4120-0001	Employee Overtime	2,999.00	0.00	352.11	2,646.89	0.00	2,646.89	88.26
02	Finance	-	-	-	-	-	-	-
10-02-4140-0001	Employee Overtime	3,496.00	120.94	3,204.66	291.34	0.00	291.34	8.33
03	Buildings & Grounds	-	-	-	-	-	-	-
10-03-4190-0001	Employee Overtime	13,110.00	0.00	1,751.71	11,358.29	0.00	11,358.29	86.64
04	Garage	-	-	-	-	-	-	-
10-04-4250-0001	Employee Overtime	2,735.00	0.00	545.04	2,189.96	0.00	2,189.96	80.07
05	Streets	-	-	-	-	-	-	-
10-05-4511-0001	Employee Overtime	5,104.00	65.38	3,902.62	1,201.38	0.00	1,201.38	23.54
10	Police	-	-	-	-	-	-	-
10-10-4310-0001	Employee Overtime	60,359.00	4,621.63	47,216.46	13,142.54	0.00	13,142.54	21.77
11	Fire	-	-	-	-	-	-	-
10-11-4340-0001	Employee Overtime	96,486.00	5,142.27	83,424.41	13,061.59	0.00	13,061.59	13.54
12	Rescue	-	-	-	-	-	-	-
10-12-4370-0001	Employee Overtime	17,000.00	1,494.68	11,669.25	5,330.75	0.00	5,330.75	31.36
40	Development Services	-	-	-	-	-	-	-
10-40-4350-0001	Employee Overtime	5,943.00	782.01	3,788.83	2,154.17	0.00	2,154.17	36.25
80	Parks & Recreation	-	-	-	-	-	-	-
10-80-6120-0001	Employee Overtime	9,067.00	739.91	8,367.95	699.05	0.00	699.05	7.71
82	Community Relations	-	-	-	-	-	-	-
10-82-6170-0001	Employee Overtime	2,825.00	0.00	35.73	2,789.27	0.00	2,789.27	98.74
91	WaterSewer	-	-	-	-	-	-	-
31-91-7130-0001	Employee Overtime	20,561.00	600.39	11,297.95	9,263.05	0.00	9,263.05	45.05
93	Electric	-	-	-	-	-	-	-
30-93-7210-0001	Employee Overtime	4,392.00	120.94	3,314.54	1,077.46	0.00	1,077.46	24.53
Expense Total		244,077.00	13,688.15	178,871.26	65,205.74	0.00	65,205.74	26.7152