



**CITY OF SOUTHPORT
BOARD OF ALDERMEN
REGULAR MEETING AGENDA**

223 E. BAY STREET

July 13, 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. Budget Amendment #5 pgs 3-6
2. Regular Agenda Review and Workshop Meeting Minutes June 2, 2023 pgs 7-10
3. Special Board of Aldermen Budget Public Hearing Minutes June 6, 2023 pgs 11-14
4. Regular Board of Aldermen Meeting Minutes June 8, 2023 pgs 15-25
5. Special Board of Aldermen Budget Adoption Meeting Minutes June 21, 2023 pgs 26-27

G. Special Recognition

1. Proclamation for Parks and Recreation Month pg 28

H. Agenda

1. Public Hearing: Conditional Rezoning (T. Henley) pgs 29-56
2. Annexation Public Hearing and Decision: 6240 and 6245 Lookout Point (T. Henley)
pgs 57-66

3. Maritime Museum Concession Agreement (H. Hemphill; Cathy Dudley and Wayne Berry)
4. WK Dickson Contract Amendment (T. Zilinek) pgs 102-109
5. Financial Policies (P. Gross, T. Jones) pgs 110-117
 - a. Policy for Taxes on Split Jurisdiction Properties
 - b. Powell Bill Policy
6. Wilmington Metro Planning vs. Cape Fear vs. Grand Strand (T. Henley, D. Dutton) pgs 118-121
7. Noise Ordinance (T. Henley) pgs 122-132
8. Right of Ways (T. Henley) pgs 133-146
9. Request for Public Hearing: Zoning Text Amendment Section 3.19 Sign Illumination (T. Henley) pgs 147-162
10. Request for Public Hearing: Zoning Map Amendment: (MF) to (R-10) (T. Henley) pgs 163-175
11. Recommendation and Appointment of Board of Adjustment Members (Alderman Lombardi) pg 176

I. Committee Reports

1. Planning Board pgs 177-179
2. Beautification Committee pgs 180-182
3. Forestry Committee pgs 183-184
4. ABC Board pg 185
5. Historic Preservation Commission pgs 186-189

J. Manager's Report

K. Mayor's Comments

L. Staff Reports (To be provided at a later date)

M. Board Comments

N. Adjourn

Budget Amendment 5



WHEREAS, the City of Southport 2023 year-end enters to comply with GASB,
WHEREAS, the City needs to acknowledge these changes from the General Fund, Electric Fund, and Water/Sewer Fund, and;
WHEREAS the budget ordinance for fiscal year 2022-2023 needs to be amended to reflect the leases and subscriptions.

NOW THEREFORE BE IT ORDAINED, by the Board of Aldermen of the City of Southport, North Carolina that the annual budget ordinance for fiscal year 2022-2023 shall be amended as follows:

Electric & Water/Sewer Funds

Date	G/L Account #	G/L Account Name	Debits	Credits	Lease Component Nam	Lease Typ Description	Fund	Purpose	Dept	Account
06/30/2023	30-93-7210-1201	Accrued Interest Payable		5.02	Electric	Lease	30	93	7210	1201
06/30/2023	30-93-7210-1200	Lease Liability	6,628.77		Electric	Lease	30	93	7210	1200
06/30/2023	30-93-7210-7110	Interest Expense	80.29		Electric	Lease	30	93	7210	7110
06/30/2023	30-93-7210-7200	Amortization Expense	6,647.30		Electric	Lease	30	93	7210	7200
06/30/2023	30-93-7210-0800	Cash / Lease Clearing		6,704.04	Electric	Lease	30	93	7210	0800
06/30/2023	30-93-7210-1201	Accumulated Amortization		6,647.30	Electric	Lease	30	93	7210	1201
06/30/2023	31-91-7130-1200	Lease Liability	6,653.00		Water & Sewer	Lease	31	91	7130	1200
06/30/2023	31-91-7130-1201	Accrued Interest Payable		1.72	Water & Sewer	Lease	31	91	7130	1201
06/30/2023	31-91-7130-7200	Amortization Expense	6,655.39		Water & Sewer	Lease	31	91	7130	7200
06/30/2023	31-91-7130-7110	Interest Expense	32.60		Water & Sewer	Lease	31	91	7130	7110
06/30/2023	31-91-7130-0800	Cash / Lease Clearing		6,683.88	Water & Sewer	Lease	31	91	7130	0800
06/30/2023	31-91-7130-1201	Accumulated Amortization		6,655.39	Water & Sewer	Lease	31	91	7130	1201
06/30/2023	31-91-7130-0800	Cash / Lease Clearing		5,967.72	Water & Sewer	Lease	31	91	7130	0800
06/30/2023	31-91-7130-7200	Amortization Expense	5,917.21		Water & Sewer	Lease	31	91	7130	7200
06/30/2023	31-91-7130-1201	Accumulated Amortization		5,917.21	Water & Sewer	Lease	31	91	7130	1201
06/30/2023	31-91-7130-1201	Accrued Interest Payable		4.47	Water & Sewer	Lease	31	91	7130	1201
06/30/2023	31-91-7130-1200	Lease Liability	5,900.72		Water & Sewer	Lease	31	91	7130	1200
06/30/2023	31-91-7130-7110	Interest Expense	71.47		Water & Sewer	Lease	31	91	7130	7110

06/30/2023	31-91-7130-7200	Amortization Expense	6,147.21		Water & Sewer	Lease		31	91	7130	7200
06/30/2023	31-91-7130-1201	Accumulated Amortization		6,147.21	Water & Sewer	Lease	To record 2023	31	91	7130	1201
06/30/2023	31-91-7130-0800	Cash / Lease Clearing		6,200.76	Water & Sewer	Lease	year-end entry for	31	91	7130	0800
06/30/2023	31-91-7130-1200	Lease Liability	6,129.01		Water & Sewer	Lease	all City of	31	91	7130	1200
06/30/2023	31-91-7130-7110	Interest Expense	76.57		Water & Sewer	Lease	Southport, NC	31	91	7130	7110
06/30/2023	31-91-7130-1201	Accrued Interest Payable		4.82	Water & Sewer	Lease	leases.	31	91	7130	1201
06/30/2023	31-91-7130-1201	Accrued Interest Payable		11.19	Water & Sewer	Lease		31	91	7130	1201
06/30/2023	31-91-7130-1201	Accumulated Amortization		5,866.70	Water & Sewer	Lease		31	91	7130	1201
06/30/2023	31-91-7130-7200	Amortization Expense	5,866.70		Water & Sewer	Lease		31	91	7130	7200
06/30/2023	31-91-7130-1200	Lease Liability	5,670.90		Water & Sewer	Lease		31	91	7130	1200
06/30/2023	31-91-7130-0800	Cash / Lease Clearing		5,824.68	Water & Sewer	Lease		31	91	7130	0800
06/30/2023	31-91-7130-7110	Interest Expense	164.97		Water & Sewer	Lease		31	91	7130	7110
06/30/2023	31-91-7130-1201	Accrued Interest Payable		10.82	Water & Sewer	Lease		31	91	7130	1201
06/30/2023	31-91-7130-1200	Lease Liability	5,614.29		Water & Sewer	Lease		31	91	7130	1200
06/30/2023	31-91-7130-0800	Cash / Lease Clearing		5,763.48	Water & Sewer	Lease		31	91	7130	0800
06/30/2023	31-91-7130-7110	Interest Expense	160.01		Water & Sewer	Lease		31	91	7130	7110
06/30/2023	31-91-7130-1201	Accumulated Amortization		5,805.05	Water & Sewer	Lease		31	91	7130	1201
06/30/2023	31-91-7130-7200	Amortization Expense	5,805.05		Water & Sewer	Lease		31	91	7130	7200
06/30/2023	31-91-7130-1200	Lease Liability	5,628.67		Water & Sewer	Lease		31	91	7130	1200
06/30/2023	31-91-7130-0800	Cash / Lease Clearing		5,778.24	Water & Sewer	Lease		31	91	7130	0800
06/30/2023	31-91-7130-7110	Interest Expense	160.42		Water & Sewer	Lease		31	91	7130	7110
06/30/2023	31-91-7130-1201	Accumulated Amortization		5,847.88	Water & Sewer	Lease		31	91	7130	1201
06/30/2023	31-91-7130-7200	Amortization Expense	5,847.88		Water & Sewer	Lease		31	91	7130	7200
06/30/2023	31-91-7130-1201	Accrued Interest Payable		10.85	Water & Sewer	Lease		31	91	7130	1201
			85,858.43	85,858.43							

General Fund

06/30/2023	10-01-4120-7110	Expenditure: Interest	58.64		Administration	Lease		10	1	4120	7110
06/30/2023	10-01-4120-7100	Expenditure: Lease Financing Princ	6,861.40		Administration	Lease		10	1	4120	7100
06/30/2023	10-01-4120-0800	Cash / Lease Clearing		6,920.04	Administration	Lease		10	1	4120	800
06/30/2023	10-03-4190-7100	Expenditure: Lease Financing Princ	5,182.98		Building & Grounds	Lease		10	3	4190	7100
06/30/2023	10-03-4190-7110	Expenditure: Interest	46.14		Building & Grounds	Lease		10	3	4190	7110
06/30/2023	10-03-4190-0800	Cash / Lease Clearing		5,229.12	Building & Grounds	Lease		10	3	4190	800
06/30/2023	10-03-4190-7110	Expenditure: Interest	146.37		Building & Grounds	Lease		10	3	4190	7110
06/30/2023	10-03-4190-0800	Cash / Lease Clearing		5,654.88	Building & Grounds	Lease		10	3	4190	800
06/30/2023	10-03-4190-7100	Expenditure: Lease Financing Princ	5,508.51		Building & Grounds	Lease		10	3	4190	7100
06/30/2023	10-03-4190-0800	Cash / Lease Clearing		4,917.48	Building & Grounds	Lease		10	3	4190	800
06/30/2023	10-03-4190-7110	Expenditure: Interest	114.29		Building & Grounds	Lease		10	3	4190	7110
06/30/2023	10-03-4190-7100	Expenditure: Lease Financing Princ	4,803.19		Building & Grounds	Lease		10	3	4190	7100
06/30/2023	10-03-4190-7110	Expenditure: Interest	114.29		Building & Grounds	Lease		10	3	4190	7110
06/30/2023	10-03-4190-0800	Cash / Lease Clearing		4,917.48	Building & Grounds	Lease		10	3	4190	800

06/30/2023	10-03-4190-7100	Expenditure: Lease Financing Princ	4,803.19	Building & Grounds	Lease	10	3	4190	7100
06/30/2023	10-04-4250-7110	Expenditure: Interest	51.6	Garage	Lease	10	4	4250	7110
06/30/2023	10-04-4250-0800	Cash / Lease Clearing	6,087.96	Garage	Lease	10	4	4250	800
06/30/2023	10-04-4250-7100	Expenditure: Lease Financing Princ	6,036.36	Garage	Lease	10	4	4250	7100
06/30/2023	10-04-4250-7110	Expenditure: Interest	153.78	Garage	Lease	10	4	4250	7110
06/30/2023	10-04-4250-0800	Cash / Lease Clearing	5,824.68	Garage	Lease	10	4	4250	800
06/30/2023	10-04-4250-7100	Expenditure: Lease Financing Princ	5,670.90	Garage	Lease	10	4	4250	7100
06/30/2023	10-05-4511-7100	Expenditure: Lease Financing Princ	5,625.58	Streets	Lease	10	5	4511	7100
06/30/2023	10-05-4511-7110	Expenditure: Interest	152.54	Streets	Lease	10	5	4511	7110
06/30/2023	10-05-4511-0800	Cash / Lease Clearing	5,778.12	Streets	Lease	10	5	4511	800
06/30/2023	10-06-4600-0800	Cash / Lease Clearing	5,978.04	Animal Control	Lease	10	6	4600	800
06/30/2023	10-06-4600-7100	Expenditure: Lease Financing Princ	5,912.98	Animal Control	Lease	10	6	4600	7100
06/30/2023	10-06-4600-7110	Expenditure: Interest	65.06	Animal Control	Lease	10	6	4600	7110
06/30/2023	10-10-4310-7100	Expenditure: Lease Financing Princ	9,782.19	Police	Lease	10	10	4310	7100
06/30/2023	10-10-4310-7110	Expenditure: Interest	100.77	Police	Lease	10	10	4310	7110
06/30/2023	10-10-4310-0800	Cash / Lease Clearing	9,882.96	Police	Lease	10	10	4310	800
06/30/2023	10-10-4310-0800	Cash / Lease Clearing	9,779.76	Police	Lease	10	10	4310	800
06/30/2023	10-10-4310-7100	Expenditure: Lease Financing Princ	9,680.04	Police	Lease	10	10	4310	7100
06/30/2023	10-10-4310-7110	Expenditure: Interest	99.72	Police	Lease	10	10	4310	7110
06/30/2023	10-10-4310-0800	Cash / Lease Clearing	8,657.04	Police	Lease	10	10	4310	800
06/30/2023	10-10-4310-7100	Expenditure: Lease Financing Princ	8,568.77	Police	Lease	10	10	4310	7100
06/30/2023	10-10-4310-7110	Expenditure: Interest	88.27	Police	Lease	10	10	4310	7110
06/30/2023	10-10-4310-7100	Expenditure: Lease Financing Princ	8,262.24	Police	Lease	10	10	4310	7100
06/30/2023	10-10-4310-0800	Cash / Lease Clearing	8,358.96	Police	Lease	10	10	4310	800
06/30/2023	10-10-4310-7110	Expenditure: Interest	96.72	Police	Lease	10	10	4310	7110
06/30/2023	10-10-4310-7100	Expenditure: Lease Financing Princ	8,262.24	Police	Lease	10	10	4310	7100
06/30/2023	10-10-4310-0800	Cash / Lease Clearing	8,358.96	Police	Lease	10	10	4310	800
06/30/2023	10-10-4310-7110	Expenditure: Interest	96.72	Police	Lease	10	10	4310	7110
06/30/2023	10-10-4310-0800	Cash / Lease Clearing	8,358.96	Police	Lease	10	10	4310	800
06/30/2023	10-10-4310-7100	Expenditure: Lease Financing Princ	8,358.96	Police	Lease	10	10	4310	7100
06/30/2023	10-10-4310-7100	Expenditure: Lease Financing Princ	8,262.24	Police	Lease	10	10	4310	7100
06/30/2023	10-10-4310-0800	Cash / Lease Clearing	8,358.96	Police	Lease	10	10	4310	800
06/30/2023	10-10-4310-7110	Expenditure: Interest	96.72	Police	Lease	10	10	4310	7110
06/30/2023	10-10-4310-0800	Cash / Lease Clearing	8,358.96	Police	Lease	10	10	4310	800
06/30/2023	10-10-4310-7100	Expenditure: Lease Financing Princ	8,262.24	Police	Lease	10	10	4310	7100
06/30/2023	10-10-4310-7110	Expenditure: Interest	96.72	Police	Lease	10	10	4310	7110
06/30/2023	10-10-4310-0800	Cash / Lease Clearing	8,466.00	Police	Lease	10	10	4310	800

To record 2023
year-end entry for
all City of
Southport, NC
leases.

06/30/2023	10-10-4310-7100	Expenditure: Lease Financing Princ	8,246.85	Police	Lease	10	10	4310	7100
06/30/2023	10-10-4310-7110	Expenditure: Interest	219.15	Police	Lease	10	10	4310	7110
06/30/2023	10-10-4310-7110	Expenditure: Interest	208.53	Police	Lease	10	10	4310	7110
06/30/2023	10-10-4310-7100	Expenditure: Lease Financing Princ	8,764.11	Police	Lease	10	10	4310	7100
06/30/2023	10-10-4310-0800	Cash / Lease Clearing		8,972.64	Police	Lease	10	10	4310
06/30/2023	10-10-4310-0800	Cash / Lease Clearing		7,410.60	Police	Lease	10	10	4310
06/30/2023	10-10-4310-7110	Expenditure: Interest	191.83	Police	Lease	10	10	4310	7110
06/30/2023	10-10-4310-7100	Expenditure: Lease Financing Princ	7,218.77	Police	Lease	10	10	4310	7100
06/30/2023	10-10-4310-7100	Expenditure: Lease Financing Princ	7,786.76	Police	Lease	10	10	4310	7100
06/30/2023	10-10-4310-0800	Cash / Lease Clearing		7,993.68	Police	Lease	10	10	4310
06/30/2023	10-10-4310-7110	Expenditure: Interest	206.92	Police	Lease	10	10	4310	7110
06/30/2023	10-40-4350-7100	Expenditure: Lease Financing Princ	6,847.22	Planning/Inspection	Lease	10	40	4350	7100
06/30/2023	10-40-4350-7110	Expenditure: Interest	72.94	Planning/Inspection	Lease	10	40	4350	7110
06/30/2023	10-40-4350-0800	Cash / Lease Clearing		6,920.16	Planning/Inspection	Lease	10	40	4350
06/30/2023	10-40-4350-7100	Expenditure: Lease Financing Princ	6,847.22	Planning/Inspection	Lease	10	40	4350	7100
06/30/2023	10-40-4350-7110	Expenditure: Interest	72.94	Planning/Inspection	Lease	10	40	4350	7110
06/30/2023	10-40-4350-0800	Cash / Lease Clearing		6,920.16	Planning/Inspection	Lease	10	40	4350
06/30/2023	10-80-6120-0800	Cash / Lease Clearing		6,634.80	Parks & Rec	Lease	10	80	6120
06/30/2023	10-80-6120-7100	Expenditure: Lease Financing Princ	6,480.60	Parks & Rec	Lease	10	80	6120	7100
06/30/2023	10-80-6120-7110	Expenditure: Interest	154.20	Parks & Rec	Lease	10	80	6120	7110
			183,099.36	183,099.36					

Adopted by the Southport Board of Aldermen in regular session, July 13, 2023.

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
JUNE 2, 2023**

AGENDA REVIEW MEETING MINUTES

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

STAFF PRESENT:

Dorothy Dutton, Assistant City Manager/City Clerk
Randy Jones, Community Relations Director
Sydney Heil, Community Building Administrator
Heather Hemphill, Parks and Recreation Director
Teresa Jones, Finance Specialist
Brandon Stevens, Deputy Finance Officer

Tom Stanley, Public Services Director
ChyAnn Ketchum, Communications/PIO
Travis Henley, Development Services Director
Bob Jarvis, City Engineer
Paul Gross, Interim Finance Officer

OTHERS PRESENT:

Clark Harris, Unique Places to Save (Joined Remotely)
Tony McEwen, American Flood Coalition
Tish Hatem, City Resident
Pat Kirkman, City Resident

A) Call to Order

Mayor Hatem called the meeting to order at 9:01 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

Mayor Hatem gave a quick overview of the agenda and said that one item would be added. A presentation on the American Flood Coalition would be added as the second item on the agenda. ***Alderman Allen made a motion to approve the agenda, with the additional presentation. The motion was seconded by Alderman Lombardi. All ayes. Motion carried.***

E) Agenda

1. Ms. Dutton made sure the Board could hear the audio from Mr. Clark Harris. Mayor Hatem welcomed him to the meeting and thanked him for attending. Mr. Harris explained the Unique Places to Save program and described the Boiling Springs Wilderness Conservation Project. That project is a potential land acquisition of approximately 950 acres between Southport and Boiling Springs Lakes. The property connects to existing conservation land. The property is home to several vital species including the Red-cockaded woodpecker and the Venus Fly Trap. It is also beneficial to the water quality of the region because it is connected to the headwaters of Orton Creek and the Castle Hayne Aquifer. Mr. Harris said that he wasn't speaking to the Board to gain monetary donations, he was simply requesting a Letter of Support for the project. The Board directed Ms. Dutton to draft a letter and add it to the Consent Agenda at the June 8, 2023 Board meeting. Alderman Carroll asked what other municipalities had shown support? Mr. Harris said that he started with Southport. After

that, he would likely reach out to Boiling Springs Lakes. Mr. Harris thanked the Board for offering the Letter of Support and said he is available for any questions that might come up later. Mayor Hatem thanked him again for attending and the virtual meeting ended.

2. Mr. Tony McEwen, with the American Flood Coalition addressed the Board next. He explained that the AFC was a national organization that focused on solutions to flooding and sea level rise. They advocate for smarter, more resilient planning in all communities. Their mission includes four pillars that includes economy, communities, rebuilding, and military. He invited the City of Southport to join the organization for free and take advantage of all the benefits including advocacy, technical assistance and help acquiring funds to work on projects pertaining to flooding. Mr. McEwen explained that the AFC is a great organization because it crosses the political party lines, and both Republicans and Democrats are members. They have been able to secure funding for many projects including a transportation flood resilience grant. Ms. Dutton explained that there was a Resolution in Support of Joining the AFC as an item on the Regular agenda for June 8, 2023.

3. Travis Henley, the Development Services Director, approached the Board with more discussion about rights-of-way. He said that he needs direction from the Board on two items: surfacing and grandfathering. Alderman Davis stated that before the Board makes a decision, a public meeting should be held, to get feedback from the public. She added that most driveways are dirt or gravel, and she thinks it is a mistake to require impervious surfacing. Mayor Pro-tem said she thinks it is better to have something on paper to discuss, and then adjust after public comment. Mayor Hatem agreed that it's best to discuss things first. He further added that with regards to grandfathering, safety issues should be addressed right away. But other issues can be managed over time. If plants in the right of way need to be removed for utility work, they would not be allowed to be planted back. Mr. Henley suggested a collaborative approach in which property owners would apply for vested rights of existing encroachments. But also, egregious offenses should be removed immediately following the adoption of the amendment. Alderman Carroll questioned who would decide what is safe? Mayor Pro-tem Mosteller said she prefers an approach that is less severe; if it interferes with vehicular, pedestrian or bicycle traffic, it should be removed. She also supports special considerations for corners. She stated that she feels that hardened structures could have six months to comply with the ordinance, but vegetation and existing trees should be allowed to stay at the City's discretion. Alderman Carroll said he doesn't feel like the Board or staff should pick and choose; it should be all or nothing. Alderman Allen added that he doesn't understand how some things can be justified, but not others.

Alderman Lombardi asked about what types of gravel would be required? Alderman Allen said it would be better to list what is not allowed. There was some discussion about parking pads, including the driveway in part of the pad, and also who would maintain the gravel area. Mayor Hatem said that our Engineer's would help us determine what kind of gravel/surfacing would be required. Mr. Henley said that the next time the Board saw the right of way information, it would be in ordinance format. He would provide both options regarding grandfathering for the Board's consideration.

4. Heather Hemphill and Bob Jarvis approached the Board to give an update on the dredging project. Ms. Hemphill explained that there are two possibilities to consider. The first dredging area is the area of the federal channel, which is 50,400 cubic yards. The Board can have just that area dredged, or they can include an additional area near the City dock. The total for both areas is 55,800 cubic yards. If that additional area is dredged, the boat slips can be put back at the City dock. The Board agreed that the larger dredging project would be best.

5. The next item was also regarding the dredging project. TI Coastal Services had completed the work from the first contract with the City. The next process is to do the permitting packet. There

will be a scoping meeting first for all the groups involved; and then putting together the permitting packet. The contract currently being considered is based on an hourly rate, not to exceed \$7,000, including contingency. Mayor Pro-tem Mosteller said she was thankful for the assistance with the permitting process. Mayor Hatem said that it was an exciting project.

6. ChyAnn Ketchum, the Public Information Officer and Communications staff addressed the Board and said that the Board's Symposium session was approaching. City staff thought it might be better to provide a list of topics for the Board, so they can narrow down their subject matter and it doesn't get too personal. After some discussion, it was decided that Mayor Hatem would talk about the duties of the Mayor and the Board; Alderman Lombardi would speak to the Board's goals and objectives; Alderman Allen would go through the budgeting process; Alderman Davis would discuss Boards, Committees, and Commissions and how to volunteer; Mayor Pro-tem Mosteller would discuss ordinances and how they are created and voted on. Alderman Carroll would discuss the ways the public can participate in government. At the end of their presentations, the public will be able to ask questions. Ms. Dutton offered to send the Board various articles and PowerPoint presentations that might help them with their presentations.

7. Next, the Board reviewed the Agenda for the June 8, 2023 Board meeting. There were no questions about the Consent agenda items. Mayor Hatem read through the agenda items, and when he got to Rescinding the Waiver of the Credit Card processing fees, the Board had some questions. Teresa Jones, the Finance Specialist, approached the Board to answer any questions. She explained that prior to the Covid-19 pandemic, a flat \$5.00 fee was added to each transaction. But the Board waived the fee to encourage more people to pay remotely instead of coming to the office. The City is usually charged between 1.5-2.5% of the charge. The City also pays \$225.00 a month for the subscription that allows card payments, and \$540 as a transaction fee. So far this year, the City has paid \$13,000 in fees for card payments. Alderman Allen asked about fees for debit versus credit cards. Ms. Jones explained that it was fairer to charge 2.5% of the amount of the transaction. There was more discussion about charging all card users the fee instead of only the phone or online payments. Ms. Jones also stated that they all encourage people to pay using a draft process through their bank, because there is no fee. Ms. Jones also stated that Dropbox is available to customers. Dropbox payments are applied like an ACH transaction and are automatically processed on the 15th of each month.

There was some discussion about the speed limit in the Yacht Basin area. Alderman Davis is requesting to make the speed limit 10mph. The other Board members said there wouldn't be much difference because everyone has to go so slowly at the Yacht Basin already.

Next, was the discussion about the proposed Noise Ordinance amendment. Several Board members were in support of an exemption for City work and the City's contractors, such as the trash collection contractors. The Board asked Ms. Dutton to review other municipalities to see how they manage their own workers and equipment. Mayor Pro-tem Mosteller also asked for information about when Public Services is most successful and productive at completing their jobs?

Interim Finance Director, Paul Gross, approached the Board to review the Finance Policies being considered at the Board meeting. He said that since his appointment, it was apparent that the City did not have important finance policies in place. The first policy for consideration is the Fund Balance Policy. After reviewing the Town of Bluffton's fund balance policy, he recommends changing his draft policy from 25% to 35%. The Town of Bluffton won an award for their Fund Balance Policy, and their recommended fund balance is 35%. Mr. Gross added that the City is in good shape; our total fund balance is 62%. Alderman Allen suggested 50% unassigned fund balance. Mayor Pro-tem Mosteller said that she researched the Town of Bluffton, and they are a larger area than Southport. The Town of Bluffton is 55 square miles, and they have other sources of revenue.

The Board thanked Mr. Gross for attending the meeting and also for accepting the Interim Finance Officer position.

F.) There were no Board comments.

G.) Mayor Hatem stated that the meeting was excellent. He thanked everyone for attending, and those watching from home.

H.) *Mayor Pro-tem Mosteller made a motion to adjourn the meeting, which was seconded by the full Board. All ayes. Motion carried.* Mayor Hatem adjourned the meeting at 11:12 a.m.

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

Dorothy Dutton
Assistant City Manager/City Clerk

**BOARD OF ALDERMEN
COMMUNITY BUILDING
JUNE 6, 2023 6:00 p.m.
223 E. BAY STREET
SOUTHPORT, N.C.**

BUDGET PUBLIC HEARING

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

STAFF PRESENT:

Bonnie Therrien, City Manager
Travis Henley, Development Services Director
Paul Gross, Interim Finance Officer
Kate Marshall, Animal Protective Services
Charles Drew, Chief Southport Fire Dept.
Tom Stanley, Public Services Director
Sydney Heil, Community Building Administrator

Dorothy Dutton, Asst. City Manager/City Clerk
Randy Jones, Community Relations Director
Brandon Stevens, Deputy Finance Officer
Heather Hemphill, Parks & Recreation Director
Todd Coring, Chief Southport Police Dept.
Ellie Pittenger, Electrical Superintendent

OTHERS PRESENT:

Tish Hatem Pat Kirkman Sue Hodgins
Jason Robbins

A) Call to Order

Mayor Hatem called the meeting to order at 6:03 p.m.

B) Invocation

Alderman Lowe Davis gave the invocation.

C) Pledge of Allegiance

Mayor Hatem led everyone in the Pledge of Allegiance.

Mayor Hatem read the Ethics Statement.

D) Approval of Agenda

Mayor Hatem said the order of the agenda was changing so that the overview was first, then the public hearing and lastly, the fee schedule discussion.

1. Mayor Pro-tem Mosteller made a motion to approve the agenda with the recommended changes. Alderman Lombardi seconded the motion. All ayes. Motion carried.

E) Agenda

Mayor Hatem stated that the proposed budget was great for many reasons; it lowers the tax rate, provides for the City staff, includes many new positions, and indicates our enterprise funds are solid. He added that the City is working toward regionalization. He asked the City Manager to provide an overview of the budget, and Ms. Therrien approached the podium.

1. Ms. Therrien explained that the budget being presented is the Board of Aldermen's consensus budget that they have worked through over the last few months. At the beginning of the process, the Board began to review the strategic plan and decide on priorities. This year was Brunswick County's revaluation of property. The average increase in Southport was 44%, but there were some that the value increased 60%, and others than only increased 16%.

The Board included a 5% cost of living increase for all employees, as well as a 5% merit increase. The Board stressed the importance of decent wages and benefits for all employees. We have to retain and attract employees. We have to address fixed costs, and look ahead at state/federal mandates. There are ten new positions included. In addition, there is a 15.9% increase in revenues and the fund balances are very healthy.

There are many capital projects included in the budget: a new comprehensive plan, a survey and assessment of all the City-owned buildings, stormwater planning, cross bracing at the City pier, decking for the Community Building, a parking study, new roofs for the gazebos, and a storage shed for the Parks and Recreation department. A new dump truck will be paid partly by Powell Bill funds and partly with Capital funds.

The ten positions approved include an additional Building Inspector, Permitting Tech, an additional Fire/ISO Inspector, Recreation Assistant, two Full-time paramedics, a promotion for one Public Services staff positions, two new Public Services positions, make a part-time Community Building Facilitator position to full-time, a downtown-historic planner position, a part-time plant waterer, and either a Code Enforcement Officer, or making Alliance Code Enforcement contracted for full-time hours.

Ms. Therrien stated that public input is crucial to the budget process. She encouraged people who were not able to attend this Public Hearing to reach out to her, or the Board with any questions and concerns.

Ms. Therrien added that the solutions to reduce taxes in the future would be to reduce services, gain approval for local option taxes, and find a way to capitalize on the dollars raised by tourism. The City can also collaborate with other municipalities to save money on certain projects by regionalizing.

2. Mayor Hatem clapped after the presentation and said that it was excellent. Ms. Therrien said again that she was disappointed there was no one else there. A motion was made by the Board to open the Public Hearing at 6:25 p.m. Ms. Dutton stated that one person had signed up to speak, but there may be others in the audience. She called Ms. Pat Kirkman to the podium for her comments.

Ms. Pat Kirkman said that she was very impressed and congratulatory towards Ms. Therrien and the City staff. There are still a couple of areas for concern, primarily the cemeteries. Ms. Kirkman said that she came across a document from the Historical Society that was thirty-

two years ago. She read the letter, that stated the cemeteries were not a priority back then, either. The Old Smithville Burying Ground was assigned to the Buildings and Grounds department and the Recreation department. The document stated that no additional monies were allocated to the maintenance of the cemeteries. Ms. Kirkman then said that during the last budget cycle, she was told by the Mayor that there would be a line item for the cemeteries; but there never was. The only relevant item was for tree removal in the cemeteries. She continued adding that some of the “asks” in this year’s budget were fairly large, including \$1000 for a trash bin at Northwood Cemetery. Ms. Kirkman added that Ms. Therrien was always very quick to respond and very helpful. The proposed budget also includes \$15,000 for a survey. There was a survey done in the past to mark the corners and alleyways, but the former City Manager, Gordon Hargrove, requested the markers be removed for some reason. Now, it is very difficult to find the graves. \$70,670 was requested for a repair and maintenance contract to maintain the cemeteries. Ms. Kirkman asked if the Board would have to vote on the contract for maintenance. Does the proposed maintenance contract include the John Smith cemetery, too? But Ms. Kirkman added that there was still no line item for the cemetery committee. Ms. Therrien explained to Ms. Kirkman that once the Cemetery Committee go farther along with their mission and goals, they are welcome to ask the Board for funds. Mr. Kirkman also asked if it was feasible to create a new line in the budget for burial permits and plot sales.

Mayor Hatem stated that if the public compares what is in the budget and all the work that Public Services can accomplish in the cemeteries, it is a HUGE improvement. We are making progress and he appreciated her bringing the topic forward.

There was no one else interested in speaking. ***Alderman Allen made a motion to leave the Public Hearing, which was seconded by Mayor Pro-tem Mosteller. The Mayor closed the Public Hearing at 6:42 p.m. All ayes.***

3. City Manager Therrien asked Ms. Dutton to review the Fee Schedule and any proposed changes. Ms. Dutton explained that she had worked with the various Department Heads to make any appropriate changes to the fee schedule. Some of the changes included the addition of a \$35.00 fee for checking a meter at the request of the property owner when the problem was on the owner’s side. The Fire fees had increased as high as they are allowed, at the recommendation of the Fire Association. Some of the building permit and inspection fees were updated and some changes were made to the fees to rent a park or facility. There was some discussion about rescinding the waiver from the 2.5% processing fee for credit card payments in the Utilities department.

F) Board Comments Alderman Carroll thanked Ms. Therrien, the other Board members, and City staff. He said that if he only made enough income to cover his bills, what would he do during an emergency? The City has billions of future expenses. He would like the tax rate to stay around 0.275 so that the City can better plan for future projects.

Alderman Allen thanked Ms. Therrien, staff, and Finance. He added we are fortunate that the City is in a good position.

Alderman Davis said she appreciates all the hard work that went into the budget. She agreed that the City should plan ahead and work on the infrastructure.

Alderman Lombardi agreed that there is wisdom in keeping the tax rate neutral because there is so much to accomplish. He said he would support that.

Mayor Pro-tem Mosteller said that she and the Board were so appreciative to staff for all the hard work that has been done. She said she wanted to mention that not all property values increased 44%, but some only went up by 17%. She supports the revenue neutral ad valorem tax because of all the work that has to be done.

Alderman Carroll said that Southport is in a better place today than this time last year. Last year, the efforts to move electrical underground was doubled. He thinks the Board is doing a great thing, and he appreciates everyone's thoughts.

There was more discussion about the proposed fee schedule, especially the meter check fee, and the credit card processing fee. Alderman Lombardi said he thought that everyone should get charged the fee if the City is getting charged.

G) Mayor Hatem thanked everyone for attending and those watching from home. After a motion by Alderman Allen, and seconded by Alderman Carroll, Mayor Hatem adjourned the meeting at 7:05 p.m. All ayes.

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

Dorothy Dutton
Assistant City Manager/City Clerk



**Board of Aldermen
Regular Meeting Minutes
Community Building 223 E. Bay Street
June 8, 2023
6:00 P.M.**

Present: Mayor Joseph P. Hatem, Mayor Pro Tem Karen Mosteller, Alderman Thomas Lombardi, Lowe Davis, Robert Carroll, John Allen, and Rich Alt(via Zoom).

Staff Present: Bonnie Therrien, City Manager
Dorothy Dutton, Assistant Manager/ City Clerk
Todd Coring, Police Chief
Charles Drew, Fire Chief
Heather Hemphill, Parks & Rec. Director
Tom Stanley, Public Services Director
Kate Marshall, Animal Protective Services
Randy Jones, Community Relations Director
ChyAnn Ketchum, Community Relations/PIO
Sydney Heil, Community Building Administrator
Paul Gross, Interim Finance Director
Travis Henley, Development Services Director

A) Mayor Joseph P. Hatem called the meeting to order at 6:05 P.M. and welcomed everyone.

B) Reverend Devon Varnum from Southport Baptist Church gave the Invocation.

C) The Pledge of Allegiance was led by Mayor Hatem.

D) Public Comment :

1. Wayne Deutscher, 1015 Softwind Way, is the president of the Hammocks HOA. He wanted to dispel rumors that the roads in the Hammocks were not to City Standards. He said that the City has deemed the roads acceptable. Mr. Deutscher said that currently the streets are private and will hopefully be turned over to the City. He is opposed to entrances/exits on Stuart Avenue for the Oakton Development as well as construction traffic going thru Sand Dollar Lane.
2. Jack Gordon; 5920 Dutchman Creek Rd. asked for clarification on the Public Meeting and Public Hearings for the Conditional Zoning proposed amendment and if the questions from the Public will be answered. Mayor Hatem responded with several dates where the Public will have the opportunity to make comments and have questions answered. Mr. Gordon said that the roads in the City are terrible and he wants to know when they will be repaired. Mayor Hatem stated that in the proposed Budget there are funds to repair the roads, but before this can begin the water and sewer infrastructure will need to be repaired. The maintenance on the roads for minor repairs will continue.
3. Josh McGee; 195 Gentle Breeze Crt; has some concerns about the streets in the Hammocks especially Sand Dollar Lane that will be used for access to the Oakton Development indirectly. He does not want to see the private streets damaged thru construction traffic that will have to be repaired at the homeowners expense, and these private streets are nearly ready to turn over to the City. He requested that the City put a condition on the accessible traffic for heavy damaging construction equipment used on Sand Dollar Lane.

4. Maria Swenson 107 N. Atlantic Ave and also speaking on behalf of Craig Blanks 5012 Robert Ruark Drive. She read a statement from Mr. Blanks, the Manager at the Frying Pan, that stated in response to the noise complaints about the early trash pickups for businesses around the yacht basin. He stated that the trash service comes when there is less conjunction in the area. There are a lot of restaurants and businesses in this area therefore there is a lot of vehicle and pedestrian traffic, and it would be beneficial to keep the service on its regular service schedule. Ms. Swenson reiterated the same need to continue the service as it has been for several years. She said that cars will park around the dumpsters and the trucks will not be able to pick up. So, this will lead to overflow of trash and messy streets. She concluded that there is no system in place to measure the noise level and the few citizens that have issued complaints were aware that they live near a business area and the trash service is picked up between 6-7 AM.
5. Paul Swenson 107 N. Atlantic Ave. was in agreement that the trash pickup at the Yacht Basin has been this way for many years without any complaints until now. He said that if the trash trucks have to change their schedule it will complicate the area and interrupt the flow of pedestrian and traffic flow.
6. Lora Sharkey 432 Cades Trail had concerns about the proposed budget and the lack of details addressing certain street conditions. She reviewed the numbers in the budget and the Powell Bill for Streets and she understands there are a lot of projects to address. But she thinks that money needs to be budgeted for the repair of these streets now even if they have to be dug up later. She would rather see the \$50K for the parking study be spent on street repairs.
7. Pat Kirkman 119 Park Ave she is pleased to see a contractor budgeted in for the Cemeteries and that Staff is putting in a lot of hard work to ensure that the Cemeteries are being properly recorded and maintained. She urged the Board to approve the Code of Ordinance Amendment and By-law Adoption for the Cemetery Committee.

The Ethics Statement was read by Mayor Hatem.

“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.”

E) Approval of the Agenda

A Motion was made by Mayor Pro Tem Mosteller to approve the Agenda with the amendment to move item nine on the Consent Agenda “Letter of Support for Unique Places to Save Land Acquisition” to item one on the Agenda, second by Alderman Lombardi.

Unanimous Vote; Motion Carried.

1. Letter of Support for Unique Places to Save Land Acquisition (Dorrie Dutton)
2. Code Enforcement Update (Chris Curry, Alliance Code Enforcement)
3. Resolution to Adopt the Remote Participation Policy (B. Therrien)
4. Oakton: Preliminary Plat Continued (T. Henley)
5. American Flood Coalition (B. Therrien and T. Zilinek)
6. Adoption of a Fund Balance Policy (P. Gross and B. Therrien)
7. Adoption of Write Off Policy for Uncollectible Accounts (P. Gross and B. Therrien)
8. Ordinance Rescinding the Waiver of the Credit Card Processing Fee (B. Therrien)
9. Dredging Area (H. Hemphill)

10. Approval of Contract for Dredging Project and Submit Dredging Permit Application (H. Hemphill)
11. Request to Schedule the Public Hearing: Conditional Zoning Text Amendment (T. Henley)
12. Petition for Contiguous Annexation (T. Henley)
Accept the Petition for Annexation
Instruct the City Clerk to Investigate the Sufficiency of the Petition
Accept the City Clerk's Certificate of Sufficiency
Adopt a Resolution Calling for Public Hearing on July 13, 2023
13. Noise Ordinance Amendment (T. Henley and Chief Coring)
14. Yacht Basin Speed Limit (Alderman Davis)
15. Code of Ordinance Amendment and By-law Adoption: Cemetery Committee (Mayor Pro-Tem Mosteller, Alderman Davis, Alderman Lombardi)

F) Approval of the Consent Agenda:

A Motion was made by Mayor Pro Tem to approve the Consent Agenda, and second by Alderman Davis. ***Unanimous vote; Motion carried.***

1. Board of Aldermen Special Budget Meeting Minutes April 24, 2023
2. Board of Aldermen Special Budget Meeting Minutes May 1, 2023
3. Board of Aldermen Agenda Review and Workshop Minutes May 5, 2023
4. Regular Board of Aldermen Meeting Minutes May 11, 2023
5. Board of Aldermen Special Budget Workshop Minutes May 10, 2023
6. Board of Aldermen Special Closed Session Minutes May 10, 2023
7. Restrictive Covenants for Taylor Field (D. Dutton and H. Hemphill)
8. Easement Agreement for Storm Debris (B. Therrien)
9. Reappointment of Jim Powell to the Bald Head Island Transportation Authority Board

G) Special Recognition:

Mayor Hatem presented the following Proclamations.

1. Proclamation for Tourette's Syndrome Awareness Day
2. Proclamation for Juneteenth 2023

H) Agenda

1. **Letter of Support for Unique Places to Save Land Acquisition.**

Dorothy Dutton, Assistant City Manager/City Clerk read the letter regarding the proposed project. A video was presented from the Executive Director of Unique Places to Save Land Acquisition, Cork Harris. They are currently doing a Boiling Spring Lakes Conservation Project funded by the NC Land and Water Grant. These programs offer the protection of many species and would like to offer the opportunity to Southport for support of the program. Mayor Hatem said that this is a wonderful program and that Southport would be happy to send a letter in support.

2. **Code Enforcement Update (Chris Curry, Alliance Code Enforcement)**

Mr. Curry came to the podium and gave an overview of the progress to date. He said that 40 New Cases were opened, 40 Notice of Violations were issued, 23 Cases were abated, 7 Cases no progress at present, 10 Abatements in progress, 7 Notice of Hearings will be sent out and 31 Signs picked up. He said that they knock on the doors and meet with the violators and explain the

situation and how to proceed with compliance. He has introduced himself to all the Business Owners and is appreciative of working with the Board and Staff.

3. **Resolution to Adopt the Remote Participation Policy**

City Manager Therrien said that some Board members have requested a policy be put in place to allow for Board Members to take part and vote in meetings when they are away from Southport or cannot leave the house. She said that she worked with the City Attorney to draft a policy that if approved would allow for Board Members voting if necessary while not physically in the meeting. Manager Therrien applauded Alderman Alt for participating out of the country via Zoom for this meeting. Mayor Pro Tem Mosteller noted that on Attachment A, Section A. 1. h 'scheduling conflict' is vague. Also, in Section B.1 she would recommend 72 hours' notice in advance for preparations by the Staff. Alderman Davis said that sickness and unforeseen circumstances can come up and 24 hours' notice should be efficient for remote participation. There was discussion on the amount of time that notice should be provided. It was the consensus of the Board to leave the 24 hour notice as stated in the policy. Mayor Hatem recognized Alderman Alt via Zoom and thanked him for his participation while he was out of the country.

A Motion was made by Mayor Pro Tem Mosteller to approve the Resolution to adopt the Remote Participation Policy as written for Official Meetings for the Board of Aldermen, second by Alderman Davis. ***Unanimous Vote; Motion Carried.***

4. **Major Subdivision Preliminary Plat Oakton**

Director Henley gave a recap on the Subdivision. Greg Wayne, on behalf of Stanley Martin Homes, is seeking approval of Oakton Subdivision Preliminary Plat consisting of 42 single family home lots. The property is located between Fodale Avenue and Stuart Avenue and is adjacent to the Hammocks subdivision. He said there have been no changes to the plat since the Aldermen last reviewed it at the May 11th Regular Meeting. 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 to the Board of Aldermen for approval at their March 16, 2023 meeting.

Mayor Pro Tem asked if the engineering for the stormwater plans will come later if the plat is approved. Director Henley said that is correct. She said that there is concern for the close proximity to the existing Hammocks stormwater ponds. Mr. Henley confirmed that an engineering study will be performed and a plan will be implemented after approval. Mayor Pro Tem questioned if a condition could be placed that the construction traffic will not be accessible on Sand Dollar Lane.

Representative for the applicant Mr. Worth Mills came to the podium and he said they appreciated the opportunity to return. He has had further discussions with the City Attorney and the Planning Staff. He stated that they are willing to support the conditions that would prohibit the construction traffic using the access from the Hammocks on Sand Dollar Lane. Alderman Carroll questioned Director Henley about the conversations on some of the other recommendations to the plans for the developers and what was the feedback. Mr. Henley

explained that Manager Therrien and himself have had several meetings with the developers over requested changes for the plat and the applicants ultimately were not willing to make those changes.

Alderman Davis made a Motion to approve the Major Subdivision Preliminary Plat known as Oakton with the condition that Sand Dollar Lane in the Hammocks will not be used for any construction traffic, and second by Mayor Pro Tem Mosteller. Ayes: Alderman Davis, Mayor Pro Tem Mosteller, Alderman Lombardi, Alderman Alt and Alderman Allen. Nays: Alderman Carroll. Motion Carried 5-1.

5. American Flood Coalition

City Manager Therrien discovered an Article in the Brunswick Beacon regarding from the American Flood Coalition and found that it would be a useful program for Southport to be a part of. She stated that joining will provide support to address flooding and provide access to the best practices and support to develop response to flooding issues and keeping the public informed. She said many of the communities in Brunswick County as well as New Hanover and Pender Counties have been members for years. She recommended joining the program not only for the information that could assist us with funding but for grant opportunities as well. Mayor Hatem noted that in the information guide it states that every \$1 spend on pre-disaster mitigation saves \$4-7 in disaster relief funds.

Alderman Carroll made a Motion to approve the resolution by the Board of Aldermen for the City of Southport to become a member of the American Flood Coalition and seconded by Alderman Davis. ***Unanimous Vote; Motion Carried.***

6. Adoption of a Fund Balance Policy

Mr. Paul Gross, Interim Finance Director came to the podium and gave an overview of the fund balance policy. He said that a fund balance policy is essential to the preservation of the financial integrity of the City and is fiscally advantageous to both the City and the taxpayer. He said this policy establishes objectives; it provides guidance concerning the desired level of fund balance that is maintained by the City to mitigate financial risk. He said that it is proposed to offer an accessible fund balance of 35% and a total fund balance of 40%. Mayor Hatem noted that it's about the risk that Southport faces with respect to Natural Disasters such as Hurricanes that other municipalities may not have to face. The municipalities on the coast have to make sure that the fund balance is adequate. He thanked Mr. Gross for his presentation. Alderman Allen questioned if accessible fund balance is the same as unrestricted fund balance. Mr. Gross said that he defines accessible fund balance as the assigned fund balance as well as the unassigned fund balance. He said he tend to be more conservative in his recommendation and he excluded the committed fund balances. Alderman Allen asked what if the fund balance policy succeeds the amount and percentages. Manager Therrien said there would be no issue with that and more could be added. Alderman Alt agreed with Alderman Allen with a 35% minimum. He said sometimes it take 2-4 years to get a FEMA reimbursement and he said he would be inclined to be more on the upward of 50%. Mayor Pro Tem Mosteller stated that she reviewed the Bluffton policy and they do a 15% emergency recovery fund within that unrestricted fund. She said that with not having a 15% emergency fund she would prefer to have a 50% fund balance. Mayor Hatem said to consider the

cost of damages from the most devastating hurricane and relate that cost to the amount of funds that need to be available for that recovery.

A Motion was made by Alderman Alt to adopt the Fund Balance Policy that states a 50% accessible fund balance and a total fund balance of 55% and seconded by Alderman Carroll.

Unanimous Vote; Motion Carried.

7. **Adoption of Write Off Policy for Uncollectible Accounts**

Manager Therrien explained that it has come to her attention by Teresa Jones, Utility Director, that there have been accounts that have been sitting on the books for fifteen years that have been uncollectible. She said that the City continues to try to collect but maybe the customer has died or there are unknown reasons. She said they do not need to stay on the books because it is giving a false sense of what the City is worth. She is recommending a policy that a list of those accounts be brought to the Board to be approved to be removed off the balance sheet. She said there will still be continuation of attempts to collect on those accounts.

Alderman Allen made a Motion to adopt the Write Off Policy for Uncollectable Accounts and seconded by Mayor Pro Tem Mosteller. ***Unanimous vote; Motion Carried.***

8. **Ordinance Rescinding the Waiver of the Credit Card Processing Fee**

Manager Therrien said that before Covid there was a credit card fee that was added if you used credit cards to pay utility bills, then when Covid hit the credit fee charges were waived. She said that now that Covid cases have subsided it may be a good idea to come back to the Board to rescind that Ordinance and return to charging the credit card use fee. Ms. Therrien said the reason for this addition is because the credit card companies charge fees and the City should not be responsible for paying these fees. She asked for approval to rescind this waiver so that credit card processing fees will go back into effect. Utility Director Teresa Jones was available to answer questions. Alderman Lombardi asked if this fee will be included in walk-in payments. Ms. Jones said that prior to the waiver there was a \$5 convenience fee charged for taking a payment by phone or online. That fee was not charged when making a card payment in person. She said what is being proposed is instead of a \$5 flat fee is doing a 2.5% fee. Ms. Jones does not recommend charging the fees for in person payment because there is a challenge with the processing system so that they can charge for credit card processing fees but not charge fees for using a debit card. Alderman Davis asked how to encourage more people to use the automatic draft system. Ms. Jones said that this is a very good system, it is free to use for the customers and the City. There was discussion on software that could help calculate with the processing fees for credit card payments when paid in person or the option to just allow cash or check payments for in person payments. It was discussed that it should be fair across the board and not to just charge customers that pay by phone or online since there is a fee for every credit card transaction. Manager Therrien said that she preferred to look into software after a new Finance Director was in position.

Alderman Allen made a Motion to adopt the Ordinance Rescinding the Waiver of the Credit Card Processing Fee and adding the 2.5% processing fee back to the fee schedule, with the provision

for no fees charged for in person cash or check payments, effective August 1, 2023. Mayor Pro Tem Mosteller seconded the Motion. ***Unanimous Vote; Motion Carried.***

10 minute break 7:56 p.m.

9. **Dredging Area**

Parks and Recreation Director Heather Hemphill gave an overview of the proposed Yacht Basin Dredging Limits. She said that this will determine the dredging limits outside of the usage authorized channel and also the volume of dredge material in cubic yards that Board would like included in this project. She explained that the dredge limits need to be approved in order for the project to move forward. If the Board does not approve there will be no dredging around the city dock. Dredging is needed to develop the 10 transient and emergency boat slips that have been previously discussed. She said TI Coastal Services needs an answer from the Board on the limitations of the dredging.

A Motion was made by Mayor Pro Tem Mosteller to authorize TI Coastal Services to include the City Dock along with the Federal Channel in the dredging area and seconded by Alderman Allen. ***Unanimous Vote; Motion Carried.***

10. **Approval of Contract for Dredging Project and Submit Dredging Permit Application**

Director Hemphill explained that T1 coastal services completed their original task of surveying the volume of dredge material. She said now there will need to be a contract for them to continue with the permitting process, coordination for spoil material, meet with the regulatory stakeholders to go over plan, generate meeting files and presentation, and prepare/submit the full permit application. She said it is recommended to enter into the contract with TI Coastal Services to allow them to coordinate with CAMA. Ms. Hemphill said that the biggest challenge is coordinating with the Audubon Society but they have been in great communication and they will ensure that no wildlife will be disrupted.

Mayor Pro Tem Mosteller made a Motion to authorize the contract with TI Coastal Services to continue the work for preparation for full permit application for dredging the yacht basin at the cost, but not to exceed \$7,000 and seconded by Alderman Lombardi. ***Unanimous Vote; Motion Carried.***

11. **Request to Schedule the Public Hearing: Conditional Zoning Text Amendment**

Alderman Allen made a Motion to set the Public Hearing Zoning Text Amendment for July 13, 2023 at the Community Building at 6:00 p.m. and seconded by Alderman Carroll. ***Unanimous Vote; Motion Carried.***

12. **Petition for Contiguous Annexation**

Director Henley gave an overview of the request. He said Ms. Gayla Armstrong, property owner, has petitioned the City of Southport for voluntary contiguous annexation of two parcels on Lookout Point Drive. The subject properties include Lot 1 (0.793 acres) and Lot 2 (1.515 acres).

The property recently received final plat approval from the Board of Aldermen to create the two lots in question, with the division being recorded with the Brunswick County Register of Deeds. The properties are located at the physical addresses of 6240 and 6245 Lookout Point Drive. He said that Staff has determined that this request includes property reflected on the adopted Resolution of Consideration and that annexation of this property supports the town's long-term objectives. The property is currently located within the City's Extraterritorial Jurisdiction and in the Fire Department's jurisdiction. Annexation is a requirement for the provision of City sewer and water service.

A Motion was made by Alderman Allen to accept the petition for annexation, accept the City Clerk to Investigate the Sufficiency of the Petition, accept the City Clerk's Certificate of Sufficiency and to set the Public Hearing on July 13, 2023, and seconded by Mayor Pro Tem Mosteller. ***Unanimous Vote; Motion Carried.***

13. Noise Ordinance Amendment

Director Henley presented the Draft Noise Ordinance Amendment to provide a proposed update to the City's Noise Ordinance. These amendments are intended to provide more clarity to the purpose and intent of the City's noise regulations, provide definitions to certain terms to remove elements of subjectiveness, and provide more certainty to the process for violations of the City's noise regulations. Mr. Henley went over each of the proposed amendments. He did note that any noise clearly audible at a distance of 100 feet was revised to 500 feet from the property line. Mr. Henley stated that this section was updated following Board feedback from their April 11, 2023 workshop. He also said that in regard to the six items listed in Section 9-94 for Noises Generally Exempt there was some discussion at the workshop and comments from the public regarding private refuse collection. He said that draft language has been prepared for consideration of an additional subsection G "Private Refuse Collection and the noise that sounds generated by vehicles and other operations engaged in trash and refuse pick up". Alderman Carroll stated in reference to the proposed Section 9-94 subsection G that he would like to include language regarding private refuse collection (dumpsters) that says as long as it is more than 100 ft from a residential structure. There was clarification on the term "private pick up", and it is dumpsters that are used by commercial businesses that contract and pay for pickup to the trash companies and that is separate than residential trash services. City Manager Therrien wanted to get more information on what the Board was trying to achieve with the language and said that the language may need to be revised again. It was the consensus of the Board to table the proposed amendment. A Motion was made to Table the proposed Noise Ordinance Amendment by Mayor Pro Tem Mosteller and seconded by Alderman Carroll.

Unanimous Vote; Motion Carried.

14. Yacht Basin Speed Limit

Alderman Davis said that there should be consideration for lower speed limits around the yacht basin as well as other streets particularly Eighth Street. She said there are a lot of complaints about speeding on eighth St. She said the speed calming devices were put on Stuart Ave and Park Avenue but there are other streets where speeding has become a big problem. She would like consideration of lowering the speed limits on other streets as well. Alderman Davis said that as

far as the Yacht Basin speed limit where there is high vehicular and pedestrian traffic 10 mph is best. Alderman Alt recommended to confer with the State Department of Transportation so that they can provide on how to proceed with any reduction on the speed limits. Manager Therrien said that she asked the risk manager accessor to come and review liability and safety concerns and that he did recommend 10 mph. Alderman Allen agreed with reducing the speed limit to 10 mph and reducing the sign pollution down at the yacht basin.

Alderman Davis made a motion to reduce the speed limit to 10 mph around the yacht basin area. Motion failed for lack of second. Mayor Hatem needed clarification on what constitutes the yacht basin. He asked if this would be West Bay, West Moore, Yacht Basin Drive, and/or Brunswick Street. Assistant Manager/ City Clerk Dorothy Dutton stated that it would be best to have a map showing the designated areas that would be included for speed reduction. There was more discussion on the exact location of the proposed speed reduction location(s). Alderman Davis made a Motion to reduce the speed limit to 10 mph from W. Moore St to Yacht Basin Dr, and from N. Caswell to Yacht Basin Dr., from Yacht Basin Dr. to W. Bay St, and from W. Bay to S. Caswell. Motion failed for lack of second. Mayor Pro Tem Mosteller suggested conferring with Chief of Police Todd Coring and get feedback on his recommendations to what area(s) to include in the reduction. It was the consensus of the Board to table the proposed Yacht Basin Speed Limit reduction, get a recommendation from Chief Coring, and have the City Manager bring back to the Board.

15. **Code of Ordinance Amendment and By-law Adoption: Cemetery Committee**

Mayor Pro Tem Mosteller stated that the Ad Hoc Cemetery Committee met on May 24th to discuss and make recommendations regarding the creation of the Southport Cemetery Committee. She the Committee's task was easy because Mayor Hatem had done a lot of the legwork and gave the Committee a blue print on the process. She said they were grateful for his help. The Board was provided with a draft of the By-Laws and the proposed ordinance to establish the Committee. Mayor Pro Tem Mosteller made a Motion to adopt the proposed By-laws and the Code of Ordinance Amendment for the Ad Hoc Cemetery Committee and seconded by Alderman Davis. ***Unanimous vote; Motion Carried.***

I. **Committee Reports**

Alderman Carroll said the Historic Preservation Commission met on June 21st. He said the Commission is working hard on the guidelines and the standards. He said Director Henley and Planner Meehan have gone through another Community's guidelines along with the Committee and he hopes that the Board will be presented with that information soon.

Alderman Lombardi said that he was not at the last Beautification cleanup but he said the Chairman gave him an update. He said that they had finished some staining on the benches, the garbage disposals and some areas at the Waterfront Park. He said they did some weeding and did some work on the benches and tables at Taylor Field Park.

Mayor Pro Tem Mosteller reminded everyone of the Planning Board Meeting on June 15th.

Mayor Hatem said the ABC Board met and note that they had a 24% increase from last May in terms of their retail sales.

J. Manager's Report

Manager Therrien said that the June Symposium is June 12th and it will highlight Mayor Hatem and the Board of Aldermen. She also noted that ChyAnn had put together a flyer on Hurricane Safety that will go out with the Utility Bills in July. She recognized several employees for their longtime service with the City.

K. Mayor's Comments

Mayor Hatem announced June 10th will be a Community Cookout at Doshier Memorial Hospital honoring their 93rd Anniversary, and a groundbreaking ceremony for the Emergency Department Building. He reminded everyone of Flag Day on June 14th, and that Southport is celebrating Juneteenth on Saturday June 17th. He said that today is June 8th and UN World Ocean Day and we are fortunate to live near the Ocean. Mayor Hatem thanked everyone for their attendance and wished everybody a Happy Father's Day.

L. Staff Reports included in the Agenda Packet.

M. Board Comments

Alderman Davis said that now that a Cemetery Committee has been established the City will be accepting applications for members soon.

Mayor Pro Tem Mosteller recognized ChyAnn Ketchum for becoming a NOAA Ready Nation Ambassador and thanked her for going above and beyond as the City's Public Information Officer.

Mayor also recognized Dorothy Dutton and Allayna Dail for completing the Brunswick Leadership Program and thanked them for all that they do.

N. Closed Session

A Motion was made by Alderman Allen to go into closed session per 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 and second by Alderman Carroll. ***Unanimous Vote; Motion Carried.*** 8:43 p.m.

A Motion was made to return to open session Alderman Allen and second by Alderman Lombardi. ***Unanimous Vote; Motion Carried.*** 8:47 p.m.

Mayor Hatem wished everyone Happy 4th of July. 

O. Adjourn

Alderman Allen made a Motion to adjourn and second by Mayor Pro Tem Mosteller.

Unanimous Vote; Motion Carried. **8.48 p.m.**

Joseph P. Hatem, M.D., M.P.H., Mayor

Tanay Shannon, Deputy Clerk

DRAFT

**BOARD OF ALDERMEN
COMMUNITY BUILDING**

**SPECIAL MEETING MINUTES
JUNE 21, 2023**

PRESENT: Mayor Pro-tem Karen Mosteller, Alderman Alt, Alderman Carroll, Alderman Davis, and Alderman Lombardi. Alderman Allen joined by telephone because of some trouble with his return flight.

ABSENT: Mayor Hatem was unable to attend.

STAFF PRESENT:

Bonnie Therrien, City Manager

Paul Gross, Interim Finance Officer

Randy Jones, Community Relations Director

Sydney Heil, Community Building Administrator

Dorothy Dutton, Assistant City Manager/City Clerk

Brandon Stevens, Deputy Finance Officer

ChyAnn Ketchum, Communications/PIO

OTHERS PRESENT:

Just a few citizens were in attendance.

A) Call to Order

Mayor Pro-tem Mosteller called the special meeting to order at 6:00 p.m. She announced that she would preside over the meeting in the Mayor's absence.

B) Alderman Lowe Davis provided the invocation.

C) Mayor Pro-tem Mosteller led everyone in the Pledge of Allegiance.

D) Alderman Carroll made a motion to approve the agenda. Alderman Lombardi seconded the motion. All ayes. Motion carried.

E) Agenda

1. Mayor Pro-tem Mosteller explained that first on the agenda was the adoption of the budget and budget ordinance. She thanked the City Manager and the Interim Finance Director for all of their hard work. She also thanked the Department Heads.

Alderman Carroll made a motion to approve the FY 23-24 Budget and Budget Ordinance with the tax rate of 0.275, the neutral tax rate. Alderman Carroll explained that he would like to see the extra \$459,000 in the Capital Projects Fund. He added that this tax rate allows the City to maintain a robust capital improvement fund to accomplish projects without relying too much on outside sources. The City can allocate funds strategically.

Alderman Alt countered by stating that last year, the tax rate was raised by ten cents. The City hired eleven new employees. He added that the workforce study was still not completed, and he doesn't feel like any of the positions are justified besides the paramedics. In addition, he added that the budget that Alderman Carroll has motioned to adopt is not the same one that the public has been considering for the past two weeks. He said he understands where Alderman Carroll is coming from, but he would oppose it, because he doesn't think the positions are justified. Alderman Alt added that the sale of the Sunny Point property can be used for capital projects. In fact, Alderman Alt stated that he is going to vote against both proposed budgets, because he doesn't feel the positions are justified.

Alderman Davis stated that she also agrees with the goals and objectives that Alderman

Carroll described. But she does not believe that the tax rate of 0.2485 would prevent the City from doing those same projects. She explained that if the City has a higher tax rate in conjunction with the County tax rate, it creates an unnecessary hardship for our citizens.

Alderman Lombardi agreed with Alderman Carroll. The City has kicked the can down the road so much that we are now in a bad position with our infrastructure. A tax rate of 0.275 will allow the City to save 459,000 that can be applied towards projects. He added that the Board can act now or have to raise the tax rate more next year and the projects will likely be more expensive.

Alderman Carroll said it is easier to eat the elephant one bit at a time. He wants to be responsible to the citizens of Southport, but he feels like this is the responsible thing to do. He added that he understands Alderman Davis's view point, too. The Board must keep in mind those in the City who are less fortunate.

Alderman Davis asked for clarification as to what the Board was giving up with the 0.2485 tax rate. City Manager Therrien explained that everything would be the same, except for the additional \$459,000 in tax revenue.

Mayor Pro-tem Mosteller provided the definition of tax neutral. She also explained that Brunswick County increased their taxes by one-half cent above the neutral tax rate, which equals approximately \$10.00 on a \$200,000 home. Alderman Carroll restated his motion. There was no other discussion. Alderman Carroll, Alderman Allen, Alderman Lombardi, and Mayor Pro-tem Mosteller were all ayes. Alderman Alt and Davis were noes.

F) Mayor Pro-tem commented that in January, the Board held their strategic planning meeting. Staff was the first asset identified, and it was important to conduct the salary study. The beauty and history of Southport was identified as two of the external strengths. The proposed budget includes funding for Capital Improvement projects, dredging, a Yacht Basin comprehensive plan, sidewalks, and stormwater projects. The City is taking big steps.

G) Alderman Allen and Alderman Carroll had no comments. Alderman Alt added that while they do not all agree with the outcome, they are not all mad at each other; this is a democracy.

Alderman Davis reminded the public of the flag lowering ceremony that is taking place every evening at the waterfront.

Alderman Lombardi had no comments.

H) Mayor Pro-tem Mosteller stated that the Board had included a Closed session on the agenda per N.C.G.S. 143-318.11 (a) (5). ***After a motion by Alderman Lombardi and seconded by Alderman Carroll, the Board went into Closed Session at 6:26 p.m.***

I) Adjourn

The Board moved back to open session at 6:48 p.m., after a motion made by Alderman Allen, who had arrived in person at the beginning of the closed session. Alderman Davis seconded the motion. All ayes. Mayor pro-tem adjourned the meeting at 6:49 p.m., after a motion by Alderman Allen and seconded by Alderman Lombardi.

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

Dorothy Dutton
Assistant City Manager/City Clerk



**CITY OF SOUTHPORT
PROCLAMATION HONORING PARKS AND RECREATION MONTH
JULY 2023**

WHEREAS, parks and recreation are vitally important to establishing and maintaining quality of life in the Southport community, ensuring the health of all citizens, and contributing to the economic and environmental health of the City; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic diseases, provide therapeutic recreation services for those who are mentally or physically disabled, and also improves the mental and emotional health of all citizens; and

WHEREAS, parks and recreation is the leading provider of healthy meals, nutrition services and education; and

WHEREAS, parks and recreation programming and educational activities, such as afterschool programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS, our parks and national recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS, the City of Southport Parks and Recreation Department is responsible for (22) parks, facilities, and recreation amenities including waterfront park and the City dock; and

WHEREAS, the City's Parks and Recreation Department also sponsors and contributes to many special events, tournaments, and festivals in the City; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month, and the National Recreation and Park Association has designated July 21st as Parks and Recreation Professionals Day; and

NOW, THEREFORE, BE IT RESOLVED, that I, Joseph P. Hatem, M.D., Mayor of the City of Southport, do hereby proclaim that July 2023 is recognized as Park and Recreation Month. I encourage all residents to enjoy the parks and recreation opportunities in Southport and to express their gratitude to those professionals who help make the programs and parks available to the community.

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

Dorothy Dutton
Assistant City Manager/City Clerk



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: 7/13/2023

DEPARTMENT: Development Services

PRESENTED BY: Travis Henley, Development Services Director

ITEM SPONSORED BY: Planning Staff

ITEM/TOPIC: Public Hearing and Consideration of a Zoning Text Amendment to the City of Southport Unified Development Ordinance, specifically Article 2.11 'Conditional Rezoning' and Appendix A.

COST: N/A

BUDGET LINE ITEM: N/A

JUSTIFICATION: The City of Southport Planning Board initially reviewed a Zoning Text Amendment at their January 19, 2023 meeting and has been working with Staff on revisions and feedback on draft text since that meeting, including every regularly scheduled meeting between January and May and two special meetings, one in March and one in May. The proposed Zoning Text Amendment is further described in the Staff Report attached to this summary, and the specific changes are found as an attachment as well. At their May 18th, 2023 meeting, the City of Southport Planning Board voted 5-2 to recommend approval of the Zoning Text Amendment as presented to the Board of Aldermen, including the adoption of the attached consistency statement.

IMPACT IF NOT APPROVED: This application, as is the case for all Zoning Map and Text Amendments, is a legislative decision as defined by North Carolina General Statutes. The Board of Aldermen is under no obligation to approve the Zoning Text Amendment. However, in accordance with North Carolina General Statutes, in a motion to approve or deny a Zoning Text Amendment, the Board shall adopt a corresponding consistency statement explaining the chosen decision's consistency with the adopted Land Use Plan of the City and any other information regarding the proposal's reasonableness.

DEPARTMENT HEAD COMMENTS: Planning Staff is the applicant for the proposed Zoning Text Amendment, and as such are recommending approval of the Zoning Text Amendment request as presented. Staff have worked with the members of the Planning and Zoning Board at length on the draft language, which has undergone multiple rounds of revisions, and the Cape Fear Council of Governments has been consulted throughout the process as well.

CITY MANAGER COMMENTS: The Planning staff and Board have had many hearings and discussions about this text amendment. Many other municipalities have recently adopted this as an amendment to their zoning regulations with positive results. I recommend approval.

ATTACHMENTS: Staff Report, Draft UDO Section 2.11, Draft UDO Appendix A, Planning and Zoning Board's Adopted Consistency Statement

REQUESTED ACTION: To hold a public hearing and consider the Zoning Text Amendment as outlined in the attached documents.

PROPOSED MOTION: Motion to approve the Zoning Text Amendment and [insert language from sample consistency statement and/or other consistency statement as seen fit by the Board of Aldermen]

STAFF REPORT – ZTA 23-01

ZONING TEXT AMENDMENT APPLICATION

CONDITIONAL ZONING & APPENDIX A

APPLICATION SUMMARY	
Presentation Date	July 13, 2023 City of Southport Board of Aldermen
Applicant	City of Southport Planning Staff
Relevant Ordinance Sections	Section 2.11 ‘Conditional Rezoning’ & Appendix A

ZONING TEXT AMENDMENT PROPOSAL
City of Southport Planning Staff, applicant, respectfully submits a Zoning Text Amendment to the City of Southport Unified Development Ordinance for the purposes of discussion. Specifically, the request is to amend Section 2.11 ‘Conditional Rezoning’ to modify the types of projects allowable under a Conditional Rezoning, process improvements in general and in relation to the aforementioned modifications, a reconstruction of Appendix A, and other amendments for the purposes of clarification. All proposed changes, including additions and deletions, can be found as an attachment to this report and may also be viewed in the City of Southport Development Services Department offices.

REVIEW PROCESS

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

For the purposes of this Zoning Text Amendment, the Planning and Zoning Board considered the item at their regularly scheduled meetings in January, February, March, April, and May 2023, with additional special meetings in March and May. Furthermore, in accordance with the provisions

of Section 2.10 of the City of Southport Unified Development Ordinance which provides the Planning and Zoning Board the power to call a public hearing in their review of a Zoning Map or Text Amendment, a duly advertised public hearing was held on this Zoning Text Amendment at the Planning Board's March 16, 2023 meeting.

AMENDMENT DESCRIPTION

City of Southport Planning Staff is submitting this Zoning Text Amendment to provide for modifications to the City's already adopted Conditional Rezoning process. Key features of the request include:

1. An expansion of the allowable proposals that made be submitted via Conditional Rezoning, including an expansion in the uses allowable within the project, the zoning districts from which a Conditional Rezoning can originate, and an allowance of a purely custom conditional zoning district, as opposed to a conditional zoning district tied to one of the City's existing zoning districts;
2. General process improvements and process improvements proposed in light of the amendments referenced above and for the purposes of ensuring process consistency across any submittal of this type and further increasing the role the public plays in the process;
3. A reconstruction of Appendix A, in light of the amendments referenced above and also based on experience in reviewing recent projects; and
4. Other amendments for the purposes of clarification.

The following sections of this report break down the proposed changes line-by-line, with additional context provided where appropriate and necessary.

2.11.A Purpose

Planning Staff propose no changes to Section 2.11.A, which discusses the purpose of a Conditional Rezoning and Conditional Zoning District. However, it is important to note that a Conditional Rezoning is primarily designed for projects that have a high certainty of being constructed should approval be granted, as well as noting that a Conditional Rezoning process follows the same review and approval procedures as a traditional or General Use Rezoning.

2.11.B Application and Conditional Zoning Review Procedure

Planning Staff propose numerous amendments within Section 2.11.B. The first proposed amendment is a clarification that a Master Development Plan is required to be submitted in conjunction with a Conditional Rezoning proposal, as opposed to in conjunction with a Zoning Map Amendment request. A Conditional Rezoning is a Zoning Map Amendment request itself, thus requiring a separate Zoning Map Amendment in conjunction is redundant and therefore not necessary. Further, the language is proposed to be amended to require the submission of a narrative providing an overview of the project including any proposed uses, dimensional

standards, self-imposed development standards or conditions, and so on. Importantly, this section also references the flexibility afforded to conditional rezonings in terms of increasing or reducing development standards, and explicitly requires that any deviations be specifically addressed in the submitted narrative.

The next section of proposed language removes the language that requires a coupling of a Conditional Rezoning proposal to an existing traditional zoning district. This proposal is made in order to increase the amount of flexibility allowable within the process, a process already established under the Planned Unit Development (PUD) guidelines. This language does not prohibit the coupling of a Conditional Rezoning proposal to an existing zoning district, it only removes it as a requirement. This is reinforced by proposed language in Section 2.11.B.3, which states that dimensional requirements of the zoning district currently designated on a subject property have no bearing on the dimensional standards an applicant for a conditional rezoning could propose but may be considered by the various reviewing entities if the specifics of the case require it.

A Conditional Rezoning proposal can and often are very similar to projects that under the current Ordinance would be submitted via the Planned Unit Development (PUD) process. Proposed language in Section 2.11.B.2 includes a requirement that all conditional rezonings outside areas currently zoned BD or CBD that include residential uses shall designate no less than 20% of the tract as protected open space in accordance with Section 4.14.C.1.b. Among the possibilities afforded by the conditional rezoning process is the ability for projects to exceed that 20% requirement by some margin, further aided by the additional flexibility elsewhere.

Per feedback received from the Planning Board, the attached language has been updated to include rising open space thresholds as proposed residential units within a conditional rezoning increase. 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 750, at which point any project larger than 750 residential units shall be required to designate at least 35% of the site as open space meeting the definition Section 4.14.C.1.b as a minimum requirement for a Conditional Zoning District.

NOTE: The above-referenced section was modified via the Planning and Zoning Board's motion to recommend approval. Previous language included the continued increase in minimum required open space by 5% per additional 250 units up to 50%. As noted previously, these standards are minimums and additional open space preservation is encouraged by the City's CAMA Land Use Plan.

Additionally, based on feedback received from the Planning Board, additional language has been added to tie the maximum height that may be designated in any conditional rezoning request to the maximum height of the current zoning designation for the property. For example, if an applicant requested a conditional rezoning from the BD zoning district, the maximum height of

30' would apply to the requested conditional rezoning regardless of the other specifics of the conditional rezoning request.

Staff also propose additional clarifications as to the form and function of potential conditional rezoning applications, including:

- 1) An explicit statement that density and proposed uses within a conditional rezoning proposal shall be reviewed for consistency with any and all adopted plans;
- 2) An explicit statement that a conditional rezoning proposal shall speak to any use standards applicable within the Ordinance and that those use standards may be used in the evaluation of a proposal that includes such use; and
- 3) A requirement that any conditional rezoning application originating from a residential district contain at least five contiguous acres, on one or multiple parcels. Non-contiguous acreage may be added to a request if the initial five-acre requirement is otherwise met. This section was subsequently updated to add clarification with regard to property owner consent to a conditional rezoning request, as well as a reservation to review non-contiguous acreage for its relationship to the overall project. Note that both the property owner consent requirement and ability to review in this context already exist, they are solely listed in the draft text for clarity.

Throughout the remainder of Section 2.11.B, there are various procedural changes that clarify the discretion available to the Unified Development Ordinance Administrator (Planning Staff), as well as requiring a meeting of the Technical Review Committee to review a Conditional Rezoning proposal prior to the proposal being presented to the Planning Board and/or Board of Aldermen. The most significant change within the remainder of this section is the inclusion of a required public hearing at the Planning Board level, in addition to the public hearing at the Aldermen level. Current ordinance language gives the Planning Board the discretion to call a public hearing or not – the proposed amendment would make the public hearing automatic, and also includes the full range of public notice requirements applicable to rezoning public hearings.

Commentary: The amendments referenced above are solely designed to broaden the types and features of proposals that can be submitted by applicants. It is in no way designed to increase the number of projects that are submitted or approved, nor does it guarantee projects that come forward in this manner an approval. Conditional Rezonings are the most intense form of development review that exists under North Carolina General Statutes, provide the greatest opportunity for discretion to be utilized by the City of Southport, and provide the most effective and impactful methods for members of the public to participate in the development process. Regardless of whether the proposed Zoning Text Amendment is approved or not, Conditional Rezonings will receive the same level of review by City Staff under the same review criteria.

2.11.C Public Input Meeting

Following feedback received from the Planning Board, the proposed language maintains the requirement that the public input meeting shall be held, and the report from such meeting filed

with the UDO Administrator, prior to the case being scheduled for a public hearing. This will require that the report be filed at such time to ensure that public notice for the Planning Board's public hearing can be provided. Failure to provide that report in the appropriate timeline shall result in the application being withheld from the Planning Board's agenda.

Furthermore, the proposed draft language requires the public notice sent by the applicant advising of the public input meeting to also be provided to the City Clerk and UDO Administrator.

2.11.D Conditions to Approval of Petition

The requested amendments in Section 2.11.D are primarily aimed toward providing clarity in existing processes. In Section 2.11.D.1, it makes clear that the UDO Administrator may make recommendations on potential conditions in addition to the Planning Board. Further amendments include rewriting the timeline for an applicant to respond to conditions and clarification that such response shall occur in writing, regardless of the nature of the response, so that such response can be included within the agenda packet for consideration by the Board of Aldermen. Finally, included at the conclusion of this section is an additional statement clarifying that modifications to conditions of approval shall require the entire conditional rezoning process to begin again.

2.11.E Effect of Approval

Within this section, amendments are also aimed toward increasing clarity. The most significant change is in reference to how Conditional Zoning districts are designated on the City's official zoning map, providing a naming scheme for custom Conditional Zoning districts that do not have a corresponding traditional zoning district. For the purposes of added clarity, additional language is also included that reinforces the fact that a Conditional Rezoning approval is not an approval to begin construction, and that any relevant site plan review process (Major Site Plan, Preliminary Plat, etc.) must also occur prior to any construction beginning on the site.

2.11.F Review of Approval of a Conditional Zoning District

Conditional Zoning, and the districts that result from this process, are designed primarily for projects that have a high degree of certainty of being constructed should they receive approval, as laid out within the purpose statement of Section 2.11. To this end, the existing Unified Development Ordinance provides a mechanism by which the Planning Board shall review conditional zoning approvals and make recommendations as to potential avenues to rezone properties out of the conditional zoning district they possess if conditions and/or timelines aren't being met. The only requested change to this section is to provide clarity that the UDO Administrator shall provide this information to the Planning Board at least once every 12 months (generally as part of an annual report) as well as upon request by the Planning Board.

Appendix A

Currently, Appendix A exists as a table, with rows representing various requirements for information to be displayed on site plan documents, and columns representing various case types and the applicability of each piece of information to each case type. Given the amendments

discussed above, Appendix A already requires an update just in the context of conditional rezonings. However, due to Staff experience and feedback from the Planning Board and applicants broadly, Staff propose eliminating the table and giving each case type its own section of Appendix A, which will aid in ensuring that it is abundantly clear which requirements apply to which case types and aid in the creation of checklists.

Included within the draft Ordinance language is a reconstructed Appendix A, which references six case types: Master Development Plans/PUDs, Conditional Rezonings, Minor Site Plans, Major Site Plans, Subdivision Preliminary Plats, and Subdivision Final Plats. Proposed amendments to the specific language within Appendix A include the allowance of approximation for some information within a Conditional Rezoning (more closely mirroring existing PUD requirements) and an explicit requirement on traffic generation figures being included in a site plan and references to the City's Traffic Impact Study requirement as laid out in Section 3.13.

NOTE: Section C of Appendix A, referencing Conditional Rezonings, was modified through the Planning and Zoning Board's motion to recommend approval to remove the requirement that a tree survey include the location, species, and size of all regulated trees as defined by the Ordinance (Appendix A, Section C.5.b). As noted within Appendix A, the UDO Administrator, Planning and Zoning Board, and Board of Aldermen reserve the right to request any additional information they deem pertinent. Additionally, further processes after the approval of a Conditional Rezoning will require the identification of all regulated trees.

EVALUATION AND CONTEXT

Unified Development Ordinance Compliance

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

2014 CAMA Core Land Use Plan Compliance

It is important to note that when the 2014 CAMA Core Land Use Plan was adopted, Conditional Zoning had only very recently been made available as a tool for local governments to use within North Carolina General Statutes as a mechanism for rezoning and development review. As such, explicit references to conditional zoning are not present within the document and the plan references the General Use Rezoning process as the only rezoning process available.

On Page 128 of the 2014 CAMA Core Land Use Plan, the following can be found:

Completing the LUP [Land Use Plan], illustrating the City's vision for the future, does not ensure that its objectives will be met. The City must continuously work at accomplishing

plan implementation and maintaining an effective planning program. One important concept is 'smart development.'

The Plan goes on to speak at length on six principles of "smart development" or "smart growth," some of which speak directly to the same possibilities that can come from conditional rezoning projects:

Principle 1 - Efficient Use of Land Resources: Smart development supports the preservation of land and natural resources. These benefits result from compact building forms, in-fill development, and moderation in street and parking standards. Compact building patterns preserve land for city and neighborhood parks as well as local woods and wetlands. Furthermore, compact development shortens trips, lessening dependence on the automobile, and therefore reducing levels of energy consumption and air pollution. Finally, a compact development pattern supports more cost-effective infrastructure than does low-density fringe development.

Principle 2 - Full Use of Urban Services: The same frugality of land development supports efficient use of public and private infrastructure. Smart development means creating neighborhoods where more people will use existing services like water lines and sewers, roads, emergency services, and schools. Inefficient land use, whether within or outside urban areas, places a financial strain on communities trying to provide for the construction and maintenance of infrastructure needs.

Building compactly does not mean that all areas must be densely developed. Rather, the goal is an average density for the area, at a level that makes full use of urban services. Averaging allows for areas to have a mix of low-, medium-, and high-density development. Mixing densities to encourage efficient use of services also means requiring a high level of building and siting compatibility, encouraging neighborhoods to have both character and privacy.

Careful street sizing and the accommodation of some parking on streets reduces impervious surfaces and efficiently uses urban services by saving on land acquisition, construction, and maintenance costs. In short, streets should be sized for their use: lower density areas that have little through traffic are best served by slower, narrower streets, while transportation corridors that move district-wide traffic need wider travel ways.

Principle 3 - Mix of Uses: Locating stores, offices, residences, schools, and recreation spaces within walking distance of each other in compact neighborhoods with pedestrian-oriented streets promotes:

- independence of movement, especially for the young and the elderly who can conveniently walk, cycle, or ride transit;
- safety in commercial areas, through around-the-clock presence of people;

- reduction in auto use, especially for shorter trips;
- support for those who work at home, through nearby services and parks; and
- a variety of housing choices, so that the young and old, singles and families, and those of varying economic ability may find places to live.

Mixed-use examples include a corner store in a residential area, an apartment near or over a shop, and a lunch counter in an industrial zone. Most codes prohibit the co-location of any residential and commercial buildings. This prohibition is based on the functional and architectural incompatibility of the buildings. Using design standards, in tandem with mixed-use zoning, overcomes incompatibility. Additionally, limitations on commercial functions, such as hours of operation and delivery truck access, may be necessary. More fundamentally, to gain the full benefits of a mix of uses, buildings must be conveniently connected by streets and paths. Otherwise, people will still be inclined or required to use cars, even for the shortest trips.

Principle 6 - Implementation: Southport's ability to adopt smart development principles will depend on the ability and willingness of developers to apply the principles. Frustrating, costly, and time-consuming delays due, in part, to inflexible standards, regulations, and processes will discourage innovative approaches to development and design. Providing for flexibility and certainty in the application of standards, and administrative approval of "minor" variances, can help promote creative development that complies with the principles. Effective use of Planned Unit Developments (PUD's) can also relieve some of the regulatory barriers for developers and lighten the administrative load for planners (See pages 128-130 of the 2014 CAMA Core Land Use Plan).

NOTE: Principles 4 and 5 (Transportation Options and Detailed, Human-Scale Design) are also certainly relevant in the context of Conditional Rezoning but are not necessarily appropriate to every project, as is more often the case with the other four. All six principles should be considered in the context of reviewing every Conditional Rezoning proposal in addition to the goals, objectives, and policies contained within the rest of the Plan.

If the proposed zoning text amendment is ultimately approved, there is no guarantee that every conditional rezoning application will be able to speak to all or any of the above principles. However, given the inflexibility of traditional zoning districts currently used in Southport, it is quite difficult for projects within Southport today to be consistent with these principles as well. Conditional Zoning is one tool that can allow for progressive land use techniques to be incorporated into a proposed development while maintaining the ability to review those techniques in a site-specific manner, ensuring that those aspects remain compatible with the surrounding community and that any impacts created by the project are appropriately mitigated.

As Conditional Rezoning requests come forward, they are evaluated for their consistency with the future land use map and the goals, objectives, and policies within the CAMA Core Land Use

Plan. A non-exhaustive list of policies that may be relevant in the review of a hypothetical conditional rezoning from a use perspective include the following:

Policy 2.1: Southport discourages the rezoning of existing residentially developed or zoned areas to a non-residential classification. Such rezoning and amendments in classifications to the future land use map should be carefully balanced with a demonstrated need for such proposed development.

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

Policy 2.5: The City supports providing adequate conservation/open space buffers between areas designated for residential development as indicated on the future land use map and any adjacent non-residential land use.

Policy 2.7: Southport does not support “strip” residential development along highways and certain roads carrying heavy traffic and encourage service roads or an internal street pattern to eliminate direct driveway connections to highways and roads.

Policy 2.9: Southport supports utilizing Office/Institutional/Multi-family development as a buffer between light industrial and commercial development and adjacent residential land uses.

Policy 2.10: Southport supports Office/Institutional/Multi-family land uses that are developed along transportation thoroughfares to provide transition between commercial nodes and to preserve vehicle carrying capacity.

Policy 2.11: Southport supports development that blends a mix of uses at a reasonable scale offering convenient retail facilities to nearby residents in an effort to reduce traffic flow on main thoroughfares.

Policy 2.15: Southport supports industrial development which will be located adjacent to and/or with direct access to major thoroughfares.

Based on the above information, Staff finds the Zoning Text Amendment request outlined in this report to be consistent generally with the 2014 Southport CAMA Core Land Use Plan due to the types of development made possible by Conditional Zoning being consistent with many stated objectives within the Plan, the specific inclusion of the public at large within the development process, as well as the requirement that any proposal undergoing the Conditional Rezoning process be evaluated for its consistency with this plan and all other adopted plans, coupled with the statutorily-required consistency statements that must accompany all rezoning requests. Further, Conditional Zoning allows the Board greater flexibility in promoting economic efficiency,

optimizing resources, and preserving wetlands, wildlife habitat, and other environmentally sensitive areas.

STAFF'S RECOMMENDATION

City Planning Staff respectfully submit the proposed Zoning Text Amendment to the Board of Aldermen for their consideration, as outlined in this report and as evidenced in the two attachments that follow this report. The proposal is found to be consistent with the 2014 CAMA Core Land Use Plan, specifically with regard to desired outcomes for development as well as the inclusion of the public within the development process, as well as remaining consistent with the Unified Development Ordinance. Because of those consistencies, Planning Staff respectfully recommend approval of the request as presented. Staff also recommend consideration of the adopted of the provided consistency statement located on the following page.

PLANNING BOARD'S RECOMMENDATION

At their May 18th, 2023 meeting, the City of Southport Planning and Zoning Board voted 5-2 on a motion to recommend approval of the Zoning Text Amendment as outlined in this report. Importantly, and as noted previously in the Staff Report, the Planning and Zoning Board's motion to recommend approval included two modifications regarding minimum open space provision within Conditional Rezoning proposals and the inclusion of regulated trees within required application materials in a Conditional Rezoning application. Furthermore, the Planning and Zoning Board's motion to recommend approval included the adoption of the attached consistency statement. A sample consistency statement is also provided for consideration by the Board of Aldermen.

**City of Southport Board of Aldermen
Statement of Plan Consistency
(As per NC General Statute 160D-604)**

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

Amendment: ZTA-22-01

Statement of Consistency and Recommendation:

The City of Southport Board of Aldermen finds that the proposed Zoning Text Amendment is consistent with the 2014 CAMA Core Land Use Plan adopted November 13, 2014 and subsequently amended by the Board of Aldermen. Specifically, the proposed Zoning Text Amendment is consistent with the Plan due to its allowance for development patterns that are explicitly identified as desirable by the Plan but are not currently possible under the Unified Development Ordinance, the inclusion of the public within the development process, and the explicit requirement that all Conditional Rezoning be evaluated for their conformance to the 2014 CAMA Core Land Use Plan and any other adopted plans relevant to the proposal. Further, Conditional Zoning allows the Board greater flexibility in promoting economic efficiency, optimizing resources, and preserving wetlands, wildlife habitat, and other environmentally sensitive areas.

Mayor Joseph P. Hatem
City of Southport, NC

Dorothy Dutton, City Clerk
City of Southport, NC

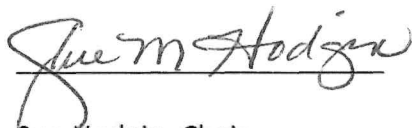
**City of Southport Planning & Zoning Board
Statement of Plan Consistency
(As per NC General Statute 160D-604)**

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

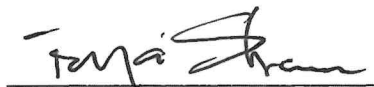
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The City of Southport Planning & Zoning Board finds that the proposed Zoning Text Amendment is consistent with the 2014 CAMA Core Land Use Plan adopted November 13, 2014 and subsequently amended by the Board of Aldermen. Specifically, the proposed Zoning Text Amendment is consistent with the Plan due to its allowance for development patterns that are explicitly identified as desirable by the Plan but are not currently possible under the Unified Development Ordinance, the inclusion of the public within the development process, and the explicit requirement that all Conditional Rezoning be evaluated for their conformance to the 2014 CAMA Core Land Use Plan and any other adopted plans relevant to the proposal. Further, Conditional Zoning allows the Board greater flexibility in promoting economic efficiency, optimizing resources, and preserving wetlands, wildlife habitat, and other environmentally sensitive areas.



Sue Hodgins, Chair
Planning & Zoning Board
City of Southport, NC



Tanya Shannon, Clerk
Planning & Zoning Board
City of Southport, NC

2.11 CONDITIONAL REZONING

A. PURPOSE

1. A conditional zoning district is intended for a development that has a high level of certainty of being constructed and the most commonly expected application will contain a specified use or uses, permitted by right or special use, on small- and large-scale projects.
2. All uses listed as part of any application must be in the same format and description as listed in the table of uses.
3. Except as provided herein, all applications to establish a conditional zoning district must follow the regulations prescribed in this section in addition to the standard zoning map amendment (rezoning) process as described in this ordinance.

B. APPLICATION AND CONDITIONAL ZONING REVIEW PROCEDURE

1. The application for a conditional rezoning shall be accompanied by a master development plan. The procedure for such shall be followed as outlined in Sections 2.9 and 2.10. The approved master development plan shall provide the framework for development in the conditional zoning district. All applications must include a master development plan, a narrative that includes but is not limited to supporting information and text which specifies the use or uses intended for the property and provides an overview of the project, dimensional standards, and any development standards to be approved concurrently with the rezoning application. Development standards include but are not limited to such things as parking, landscaping, design guidelines, and buffers. Such development standards may exceed or reduce the requirements of the Unified Development Ordinance and shall be explicitly discussed in the submitted narrative.
 - a) A conditional rezoning shall not permit deviations from generally applicable standards, including: Traffic Impact Study thresholds, stormwater requirements, open space, HOA requirements, and water/wastewater requirements; except that any of these requirements may be increased or strengthened.
2. Conditional Rezoning proposals originating from all districts other than CBD and BD which include residential uses shall designate no less than 20% of the total rezoning acreage as open space in accordance with Section 4.14.C.1.b.
 - a) *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 35% open space provision when more than 750 residential units are proposed.*
3. No conditional zoning proposals shall be considered within the Open Space zoning district.
4. *Dimensional standards within the proposed Conditional Zoning District shall be designated by the applicant.*
 - a) *Maximum height shall be no greater than the maximum height for the current zoning district for the subject property.*

- b) Other dimensional standards within the currently designated zoning district for the subject property shall not influence proposed dimensional standards but may be considered in the review of applications on a case-by-case basis.*
5. Density and proposed uses within a conditional zoning district shall be reviewed for conformance with any and all relevant adopted plans.
6. When a Conditional Rezoning proposal includes uses with specific standards, the application shall denote whether those standards are included in the proposal. The generally applicable use standards may be considered in the review of a Conditional Rezoning proposal that includes that use.
7. *Conditional Rezoning requests originating from a residential zoning district and from the PUD zoning district shall not be considered unless containing at least five (5) acres.*
- a) Such minimum acreage must be contiguous and may be contained within one or multiple parcels so long as all property owners consent to the rezoning request.*
- b) Other non-contiguous parcels may be added to a Conditional Rezoning application so long as the minimum contiguous acreage requirement is otherwise met. Non-contiguous areas included in the request will be reviewed for their relationship to the primary rezoning area.*
8. An application for conditional zoning approval shall be accompanied by 12 hard copies and one (1) digital copy of a conditional zoning master development plan. Additional copies may be requested by the UDO Administrator at their discretion.
9. The master development plan shall be prepared by and sealed by a licensed land surveyor, landscape architect, or engineer registered to practice in the state of North Carolina and shall include all of the required information as provided in Appendix A: Submission Requirements and any other information deemed necessary by the UDO Administrator, Planning Board, or Board of Aldermen.
10. The UDO Administrator or his/her designee will review the conditional zoning master development plan and shall require a Technical Review Procedure. The Technical Review Committee may include, but not necessarily be limited to, the following individuals/departments: UDO Administrator, building inspector, city manager, Fire department, Police Department, NC Division of Coastal Management, NC Department of Environmental Quality, North Carolina Department of Transportation, Brunswick County Utilities, or Brunswick County Environmental Health.
11. The UDO Administrator shall, in writing, provide a recommendation to the Planning Board within 90 days following receipt of the complete application for a conditional zoning district proposal and associated master development plan. The UDO Administrator shall have discretion to withhold a proposal from Planning Board consideration if additional information on the proposal is deemed necessary and is not provided prior to advertising deadlines for the public hearing.

12. In accordance with Section 2.10.A.3, the Planning Board shall hold a public hearing prior to providing a recommendation, and may recommend to approve, conditionally approve, or deny the Conditional Rezoning.
13. Following receipt of recommendation from the Planning Board, the Board of Aldermen shall approve, conditionally approve, or deny the conditional rezoning.
14. When evaluating an application for the creation of a conditional zoning district, the Planning Board and Board of Aldermen shall consider the following:
 - a) The application's consistency to the general policies and objectives of the City's Comprehensive Plan, any other officially adopted plan that is applicable, and the Unified Development ordinance.
 - b) The potential impacts and/or benefits on the surrounding area, adjoining properties.
 - c) The report of results from the public input meeting.
15. The Board of Aldermen may not vote to rezone property to a conditional zoning district during the time period beginning on the date of a municipal general election and concluding on the date immediately following the date on which the Board of Aldermen holds its organizational meeting following a municipal general election unless no person spoke against the rezoning at the public hearing.

C. PUBLIC INPUT MEETING

1. Prior to scheduling a public hearing on the rezoning application, the applicant must conduct one (1) public input meeting and file a report of the results with the UDO Administrator. If the report is not filed at a time sufficient for the project to receive proper notice in accordance with public hearing requirements, the case shall be placed on the next available agenda.
2. The report for the public hearing will include a summary of the public input meeting.
3. The applicant shall mail a notice for the public input meeting to the owners of all properties located within 500 feet of the perimeter of the project bounds not less than 10 days prior to the scheduled meeting.
 - a) This notice shall also be provided digitally to the City Clerk and UDO Administrator not less than 10 days prior to the scheduled meeting.
4. The notice shall include the time, date, and location of the meeting as well as a description of the proposal.
5. The applicant's report of the meeting shall include:
 - a) A copy of the letter announcing the meeting
 - b) A list of adjoining property owners contacted
 - c) An attendance roster
 - d) A summary of the issues discussed
 - e) The results of the meeting including changes to the project's proposal, if any.

D. CONDITIONS TO APPROVAL OF PETITION

1. In approving a petition for the reclassification of property to a conditional zoning district, the UDO Administrator and Planning Board may recommend, and the Board of Aldermen may request that the applicant add reasonable and appropriate conditions to the approval of the petition.
2. Any such conditions should relate to the relationship of the proposed use to the impact on city services, surrounding property, proposed support facilities such as parking areas and driveways, pedestrian and vehicular circulation systems, screening and buffer areas, the timing of development, street and right-of-way improvements, water and sewer improvements, stormwater drainage, the provision of open space, and other matters that the participants in the public input meeting, staff, Planning Board, and Board of Aldermen find appropriate or the petitioner may propose. Such conditions to approval of the petition may include right-of-way dedication, easements for streets, water, sewer, or other public utilities necessary to serve the proposed development.
3. The petitioner shall consider and respond to any such conditions after the Planning Board meeting and no less than ten (10) days prior to the scheduled Board of Alderman meeting on which the proposal will appear. If the applicant does not agree with the Planning Board or staff's recommendations of additional conditions, the Board of Aldermen shall have the authority to consider any or all of the conditions forwarded from the review process.
4. If for any reason any condition for approval is found to be illegal or invalid or if the applicant should fail to accept any condition following approval, the approval of the site plan for the district shall be null and void and of no effect and proceedings shall be instituted to rezone the property to its previous zoning classification. All conditions must be consented to in writing by the petitioner prior to the hearing held by the Board of Aldermen to consider the request. Such written consent shall be included in the published agenda packet.
5. The modification of any condition of approval shall require the submittal of a new conditional rezoning application and shall include every step conducted in the original approval of the request.

E. EFFECT OF APPROVAL

1. If a petition for conditional zoning is approved, the development and use of the property shall be governed by the predetermined ordinance requirements applicable to the conditional zoning district, the approved master development plan for the district, and any additional approved rules, regulations, and conditions, all of which shall constitute the zoning regulations for the approved district and are binding on the property as an amendment to these regulations and to the zoning maps.

2. Following the approval of the petition for a conditional zoning district, the subject property shall be identified on the zoning maps by the appropriate district designation. A parallel conditional zoning shall be identified by the same designation as the underlying general district followed by the letters "CZ" and the number of its instance (for example "CBD-CZ1"). In the case of a conditional zoning district without a reference to an existing zoning district, the district shall be identified by the letters "CZ" and the number of its instance (for example, "CZ-3."
3. The master development plan does not substitute for an approved minor site plan, site plan, or subdivision plat as required by this ordinance. Such cases shall follow the Ordinance defined process for the relevant case type, including any presentation for approval to the Planning Board and/or Board of Aldermen in accordance with the applicable sections of this Ordinance. Such case types may be submitted as part of the Conditional Rezoning application and may be reviewed concurrently at the discretion of the applicant.
4. No permit shall be issued for any development activity within a conditional zoning district except in accordance with the approved petition and applicable site plan, subdivision plat, and or permit for the district.
5. Any violation of the approved regulations and conditions for the district shall be treated the same as any other violation of this ordinance and shall be subject to the same remedies and penalties as any such violation.

F. REVIEW OF APPROVAL OF A CONDITIONAL ZONING DISTRICT

1. It is intended that property shall be reclassified to a conditional zoning district only in the event of firm plans to develop the property. Therefore, no sooner than three (3) years after the date of approval of the petition, the Planning Board may examine the progress made toward developing the property in accordance with the approved petition and any conditions attached to the approval. The UDO Administrator shall provide this information to the Planning Board at least once every 12 months and upon request by the Planning Board.
2. If the Planning Board determines that progress has not been made in accordance with the approved petition and conditions, the Planning Board shall forward to the Board of Aldermen a report which may recommend that the property be rezoned to its previous zoning classification or to another district.

Appendix A: Submission Requirements

A. Submission Requirements

Applications submitted to the City of Southport for the following approval types shall include all information listed below.

B. Master Development Plan

1. General Project Information

- a) Proposed or approved name of development, project, subdivision, and/or phase.
- b) Developer/applicant name(s), including mailing address(es) and telephone number(s). (If Applicable).
- c) Property owner name(s), including mailing address(es) and telephone number(s).
- d) Name, registration number, and seal of a professional Land Surveyor, Engineer, Landscape Architect, and/or Architect. (If Applicable).
- e) Date of plat/plan preparation and of surveys; North arrow and orientation; Map scale, denoted graphically and numerically.
- f) Sketch vicinity map showing the relationship between the proposed property or properties and the surrounding area.
- g) Tax parcel numbers, owners, zoning classifications, and book and page numbers of the site tract and adjacent tracts.
- h) Boundaries of any proposed or pending zoning districts on site. Boundaries must be described by bearing and distance where they do not follow described boundaries.

2. Land Use

- a) Approximate location, dimensions, density, and description of proposed land use(s) on each tract or parcel, including single-family residential, multi-family residential, commercial, office, institutional, industrial, and recreational. Recreational uses shall specify type and future ownership.

3. Traffic, Parking, Movement

- a) Approximate location, direction, dimensions, name, and surface type of existing or proposed rights-of-way and easements, including those being vacated and those on adjacent properties.
- b) Location of roads appearing on officially adopted plans.
- c) Approximate location of roads, streets, and circulation patterns; including any proposed or required bicycle or pedestrian facilities.
- d) Approximate total square footage of existing and proposed impervious surfaces.
- e) Trip generation calculations in accordance with the most recent version of the ITE Trip Generation Manual.
 - i. If trip generation calculations are found to exceed Traffic Impact Study threshold, a Traffic Impact Study shall also be submitted following the process outlined in Section 3.13.

4. Environmental Standards

- a) FEMA-designated flood hazard areas, including flood zone designations and map panels.
- b) Location and description of CAMA Areas of Environmental Concern, including 404 wetland areas as determined by the Army Corps of Engineers and coastal wetlands as determined by NCDEQ.
- c) Location and description of environmental features such as wooded areas, marshes,

swamps, rock outcrops, ponds or lakes, streams or streambeds, and any other natural features affecting the site.

5. Landscaping & Tree Preservation

- a) Note on plan stating that prior to any clearing, grading, or construction activity tree protection fencing will be installed around protected plants, trees or groves of trees. No construction workers, tools, materials, or vehicles are permitted within the tree protection fencing.

6. Any other information considered pertinent by the applicant, UDO Administrator, Planning Board, or Board of Aldermen.

C. Conditional Rezoning

1. General Project Information

- a) Proposed or approved name of development, project, subdivision, and/or phase.
- b) Developer/applicant name(s), including mailing address(es) and telephone number(s). (If Applicable).
- c) Property owner name(s), including mailing address(es) and telephone number(s).
- d) Name, registration number, and seal of a professional Land Surveyor, Engineer, Landscape Architect, and/or Architect. (If Applicable).
- e) Date of plat/plan preparation and of surveys; North arrow and orientation; Map scale, denoted graphically and numerically.
- f) Sketch vicinity map showing the relationship between the proposed property or properties and the surrounding area.
- g) Tax parcel numbers, owners, zoning classifications, and book and page numbers of the site tract and adjacent tracts.
- h) Boundaries of any proposed or pending zoning districts on site. Boundaries must be described by bearing and distance where they do not follow described boundaries.

2. Land Use

- a) **Approximate** location, dimensions, density, and description of proposed land use(s) on each tract or parcel, including single-family residential, multi-family residential, commercial, office, institutional, industrial, and recreational. Recreational uses shall specify type and future ownership.
- b) **Approximate** location and dimensions of existing and proposed buildings or structures on the site and all adjacent tracts, including existing buildings or structures to be removed. Total number of stories of all multi-story buildings and height of all buildings must be indicated.
- c) **Proposed dimensional standards.**
- d) **Proposed development standards.**
- e) **Proposed use standards.**
- f) **Preliminary signage plan.**

3. Traffic, Parking, Movement

- a) **Approximate** location, direction, dimensions, name, and surface type of existing or proposed rights-of-way and easements, including those being vacated and those on adjacent properties.
- b) Location of roads appearing on officially adopted plans.
- c) **Approximate** Location of roads, streets, and circulation patterns; including any proposed or required bicycle or pedestrian facilities.
- d) **Approximate** total square footage of existing and proposed impervious surfaces.

- e) Trip generation calculations in accordance with the most recent version of the ITE Trip Generation Manual.
 - i. If trip generation calculations are found to exceed Traffic Impact Study threshold, a Traffic Impact Study shall also be submitted following the process outlined in Section 3.13.
- ~~f) Location and dimensions of parking and loading spaces and drive aisles, including handicapped parking.~~
- ~~g) Location and dimensions of existing and proposed sidewalks and accessible accessways.~~
- ~~h) Location and dimensions of all trash containers and required screening.~~
- 4. Environmental Standards
 - a) FEMA-designated flood hazard areas, including flood zone designations and map panels.
 - b) Location and description of CAMA Areas of Environmental Concern, including 404 wetland areas as determined by the Army Corps of Engineers and coastal wetlands as determined by NCDEQ.
 - c) Location and description of environmental features such as wooded areas, marshes, swamps, rock outcrops, ponds or lakes, streams or streambeds, and any other natural features affecting the site.
 - d) **Approximate** location, size, and flow direction of existing and proposed drainage courses within or immediately adjacent to the site, including culverts and storm drains.
 - e) **Approximate** location and size of stormwater basins or other comparable stormwater management mechanisms.
- 5. Landscaping & Tree Preservation
 - a) Locations, dimensions, and size of required buffers, street yards, foundation planting, parking facility planting areas.
 - b) Location, species, and size of all ~~regulated and~~ specimen trees as defined by this ordinance.
 - c) Location and size of all groves of trees to be protected, including the approximate number and species of protected trees.
 - d) Location, species, dimensions, and spacing of all required landscaping materials clearly labeled and numbered and a legend.
 - e) Note on plan stating that prior to any clearing, grading, or construction activity tree protection fencing will be installed around protected plants, trees or groves of trees. No construction workers, tools, materials, or vehicles are permitted within the tree protection fencing.
- 6. Any other information considered pertinent by the applicant, UDO Administrator, Planning Board, or Board of Aldermen.

D. Minor Site Plan

- 1. General Project Information
 - a) Proposed or approved name of development, project, subdivision, and/or phase.
 - b) Developer/applicant name(s), including mailing address(es) and telephone number(s). (If Applicable).
 - c) Property owner name(s), including mailing address(es) and telephone number(s).
 - d) Name, registration number, and seal of a professional Land Surveyor, Engineer,

Landscape Architect, and/or Architect. (If Applicable).

- e) Date of plat/plan preparation and of surveys; North arrow and orientation; Map scale, denoted graphically and numerically.
- f) Tax parcel numbers, owners, zoning classifications, and book and page numbers of the site tract and adjacent tracts.
- g) 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, bearings 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.
 - i. Only required when prepared by a licensed professional.

2. Land Use

- a) Location, dimensions, density, and description of proposed land use(s) on each tract or parcel, including single-family residential, multi-family residential, commercial, office, institutional, industrial, and recreational. Recreational uses shall specify type and future ownership.
- b) Location and dimensions of existing and proposed buildings or structures on the site and all adjacent tracts, including existing buildings or structures to be removed. Total number of stories of all multi-story buildings and height of all building must be indicated.
- c) Location and labeling of minimum building setback lines.
- d) Total number and type of dwelling units, by development phase.
- e) Signage.
- f) Outdoor Lighting Plan.

3. Traffic, Parking, Movement

- a) Location, direction, dimensions, name, and surface type of existing or proposed rights-of-way and easements, including those being vacated and those on adjacent properties.
- b) Location of roads appearing on officially adopted plans.
- c) Location of roads, streets, and circulation patterns; including any proposed or required bicycle or pedestrian facilities.
- d) Total square footage of existing and proposed impervious surfaces.
- e) Location and dimensions of parking and loading spaces and drive aisles, including handicapped parking.
- f) Location and dimensions of existing and proposed sidewalks and accessible accessways.
- g) Location and dimensions of all trash containers and required screening.
- h) Trip generation calculations in accordance with the most recent version of the ITE Trip Generation Manual.
 - i. If trip generation calculations are found to exceed Traffic Impact Study threshold, a Traffic Impact Study shall also be submitted following the process outlined in Section 3.13.

4. Environmental Standards

- a) FEMA-designated flood hazard areas, including flood zone designations and map panels.
- b) Location and description of CAMA Areas of Environmental Concern, including 404

wetland areas as determined by the Army Corps of Engineers and coastal wetlands as determined by NCDEQ.

- c) Location and description of environmental features such as wooded areas, marshes, swamps, rock outcrops, ponds or lakes, streams or streambeds, and any other natural features affecting the site.
 - d) Existing and proposed topography.
 - e) Location, size, and flow direction of existing and proposed drainage courses within or immediately adjacent to the site, including culverts and storm drains.
 - f) Location and size of stormwater basins or other comparable stormwater management mechanisms.
5. Landscaping & Tree Preservation
- a) Locations, dimensions, and size of required buffers, street yards, foundation planting, parking facility planting areas.
 - b) Location, species, and size of all regulated and specimen trees as defined by this ordinance.
 - c) Location and size of all groves of trees to be protected, including the approximate number and species of protected trees.
 - d) Location, species, dimensions, and spacing of all required landscaping materials clearly labeled and numbered and a legend.
 - e) Note on plan stating that prior to any clearing, grading, or construction activity tree protection fencing will be installed around protected plants, trees or groves of trees. No construction workers, tools, materials, or vehicles are permitted within the tree protection fencing.
6. Any other information considered pertinent by the applicant, UDO Administrator, Planning Board, or Board of Aldermen.

E. Major Site Plan & Special Use Permit

1. General Project Information
- a) Proposed or approved name of development, project, subdivision, and/or phase.
 - b) Developer/applicant name(s), including mailing address(es) and telephone number(s). (If Applicable).
 - c) Property owner name(s), including mailing address(es) and telephone number(s).
 - d) Name, registration number, and seal of a professional Land Surveyor, Engineer, Landscape Architect, and/or Architect. (If Applicable).
 - e) Date of plat/plan preparation and of surveys; North arrow and orientation; Map scale, denoted graphically and numerically.
 - f) Sketch vicinity map showing the relationship between the proposed property or properties and the surrounding area.
 - g) Tax parcel numbers, owners, zoning classifications, and book and page numbers of the site tract and adjacent tracts.
 - h) Boundaries of any proposed or pending zoning districts on site. Boundaries must be described by bearing and distance where they do not follow described boundaries.
 - i) 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, bearings 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.

2. Land Use

- a) Location, dimensions, density, and description of proposed land use(s) on each tract or parcel, including single-family residential, multi-family residential, commercial, office, institutional, industrial, and recreational. Recreational uses shall specify type and future ownership.
- b) Location and dimensions of existing and proposed buildings or structures on the site and all adjacent tracts, including existing buildings or structures to be removed. Total number of stories of all multi-story buildings and height of all building must be indicated.
- c) Location and labeling of minimum building setback lines.
- d) Total number and type of dwelling units, by development phase.
- e) Signage.
- f) Outdoor Lighting Plan.
- g) Location and dimensions of all trash containers and required screening.

3. Traffic, Parking, Movement

- a) Location, direction, dimensions, name, and surface type of existing or proposed rights-of-way and easements, including those being vacated and those on adjacent properties.
- b) Location of roads appearing on officially adopted plans.
- c) Location of roads, streets, and circulation patterns; including any proposed or required bicycle or pedestrian facilities.
- d) Total square footage of existing and proposed impervious surfaces.
- e) Names, cross sections, approximate grades, and pavement widths of proposed road rights-of-way, including design engineering data for all corners and curves.
- f) Location and dimensions of parking and loading spaces and drive aisles, including handicapped parking.
- g) Location and dimensions of existing and proposed sidewalks and accessible accessways.
- h) Trip generation calculations in accordance with the most recent version of the ITE Trip Generation Manual.
 - i. If trip generation calculations are found to exceed Traffic Impact Study threshold, a Traffic Impact Study shall also be submitted following the process outlined in Section 3.13.

4. Environmental Standards

- a) FEMA-designated flood hazard areas, including flood zone designations and map panels.
- b) Location and description of CAMA Areas of Environmental Concern, including 404 wetland areas as determined by the Army Corps of Engineers and coastal wetlands as determined by NCDEQ.
- c) Location and description of environmental features such as wooded areas, marshes, swamps, rock outcrops, ponds or lakes, streams or streambeds, and any other natural features affecting the site.
- d) Existing and proposed topography.
- e) Location, size, and flow direction of existing and proposed drainage courses within or immediately adjacent to the site, including culverts and storm drains.
- f) Location and size of stormwater basins or other comparable stormwater

management mechanisms.

- g) Detailed utility plans, including water, sewer, and stormwater, and showing connections to existing systems or plans for individual water supply systems and sewage disposal systems. Plans must show line sizes, the location of fire hydrants, blow-offs, manholes, pumps, force mains, gate valves, utility and maintenance easements, and daily estimated sewer flow figures. Type of construction materials and brand of appurtenances may require approval from the City of Southport, Brunswick County Utilities, and/or NCDOT. Plans shall include profiles based on mean sea level datum for gravity sanitary and storm sewers.

- i. NOTE: 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.

5. Landscaping & Tree Preservation

- a) Locations, dimensions, and size of required buffers, street yards, foundation planting, parking facility planting areas.
- b) Location, species, and size of all regulated and specimen trees as defined by this ordinance.
- c) Location and size of all groves of trees to be protected, including the approximate number and species of protected trees.
- d) Location, species, dimensions, and spacing of all required landscaping materials clearly labeled and numbered and a legend.
- e) Note on plan stating that prior to any clearing, grading, or construction activity tree protection fencing will be installed around protected plants, trees or groves of trees. No construction workers, tools, materials, or vehicles are permitted within the tree protection fencing.

6. Any other information considered pertinent by the applicant, UDO Administrator, Planning Board, or Board of Aldermen.

F. Preliminary Plat

1. General Project Information

- a) Proposed or approved name of development, project, subdivision, and/or phase.
- b) Developer/applicant name(s), including mailing address(es) and telephone number(s). (If Applicable).
- c) Property owner name(s), including mailing address(es) and telephone number(s).
- d) Name, registration number, and seal of a professional Land Surveyor, Engineer, Landscape Architect, and/or Architect. (If Applicable).
- e) Date of plat/plan preparation and of surveys; North arrow and orientation; Map scale, denoted graphically and numerically.
- f) Sketch vicinity map showing the relationship between the proposed property or properties and the surrounding area.
- g) Tax parcel numbers, owners, zoning classifications, and book and page numbers of the site tract and adjacent tracts.
- h) Lots numbered consecutively throughout the subdivision.
- i) 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, bearings 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.

j) Accurate locations and descriptions of all monuments, markers, and control points.

2. Traffic, Parking, Movement

a) Location, direction, dimensions, name, and surface type of existing or proposed rights-of-way and easements, including those being vacated and those on adjacent properties.

b) Location of roads appearing on officially adopted plans.

c) Location of roads, streets, and circulation patterns; including any proposed or required bicycle or pedestrian facilities.

d) Total square footage of existing and proposed impervious surfaces.

e) Names, cross sections, approximate grades, and pavement widths of proposed road rights-of-way, including design engineering data for all corners and curves.

f) Type of street dedication, either public or private.

g) Location and dimensions of existing and proposed sidewalks and accessible accessways.

h) Trip generation calculations in accordance with the most recent version of the ITE Trip Generation Manual.

i. If trip generation calculations are found to exceed Traffic Impact Study threshold, a Traffic Impact Study shall also be submitted following the process outlined in Section 3.13.

3. Other Land Use

a) Location and dimensions of all trash containers and required screening.

b) Location and labeling of minimum building setback lines.

c) Signage.

d) Outdoor Lighting Plan.

4. Environmental Standards

a) FEMA-designated flood hazard areas, including flood zone designations and map panels.

b) Location and description of CAMA Areas of Environmental Concern, including 404 wetland areas as determined by the Army Corps of Engineers and coastal wetlands as determined by NCDEQ.

c) Location and description of environmental features such as wooded areas, marshes, swamps, rock outcrops, ponds or lakes, streams or streambeds, and any other natural features affecting the site.

d) Existing and proposed topography.

e) Location, dimensions, and description of all areas to be dedicated to the public or to a property owners association.

f) Location, size, and flow direction of existing and proposed drainage courses within or immediately adjacent to the site, including culverts and storm drains.

g) Location and size of stormwater basins or other comparable stormwater management mechanisms.

h) Detailed utility plans, including water, sewer, and stormwater, and showing connections to existing systems or plans for individual water supply systems and sewage disposal systems. Plans must show line sizes, the location of fire hydrants, blow-offs, manholes, pumps, force mains, gate valves, utility and maintenance

easements, and daily estimated sewer flow figures. Type of construction materials and brand of appurtenances may require approval from the City of Southport, Brunswick County Utilities, and/or NCDOT. Plans shall include profiles based on mean sea level datum for gravity sanitary and storm sewers.

- i. NOTE: 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.

5. Landscaping & Tree Preservation

- a) Locations, dimensions, and size of required buffers, street yards, foundation planting, parking facility planting areas.
- b) Location, species, and size of all regulated and specimen trees as defined by this ordinance.
- c) Location and size of all groves of trees to be protected, including the approximate number and species of protected trees.
- d) Location, species, dimensions, and spacing of all required landscaping materials clearly labeled and numbered and a legend.
- e) Note on plan stating that prior to any clearing, grading, or construction activity tree protection fencing will be installed around protected plants, trees or groves of trees. No construction workers, tools, materials, or vehicles are permitted within the tree protection fencing.

6. Any other information considered pertinent by the applicant, UDO Administrator, Planning Board, or Board of Aldermen.

7. Required Certifications:

- a) Certificate of Survey and Accuracy
- b) Certification of Board of Aldermen Approval
- c) Certificate of Purpose of Plat

G. Final Plat

1. General Project Information

- a) Proposed or approved name of development, project, subdivision, and/or phase.
- b) Developer/applicant name(s), including mailing address(es) and telephone number(s). (If Applicable).
- c) Property owner name(s), including mailing address(es) and telephone number(s).
- d) Name, registration number, and seal of a professional Land Surveyor, Engineer, Landscape Architect, and/or Architect. (If Applicable).
- e) Date of plat/plan preparation and of surveys; North arrow and orientation; Map scale, denoted graphically and numerically.
- f) Tax parcel numbers, owners, zoning classifications, and book and page numbers of the site tract and adjacent tracts.
- g) Exact existing and proposed or pending property boundary lines by bearings and distances and the location of intersecting boundary lines of adjacent lands.
- h) Lots numbered consecutively throughout the subdivision.
- i) 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, bearings 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.

- j) Accurate locations and descriptions of all monuments, markers, and control points.
- k) Location and labeling of minimum building setback lines.
- 2. Traffic, Parking, Movement
 - a) Location, direction, dimensions, name, and surface type of existing or proposed rights-of-way and easements, including those being vacated and those on adjacent properties.
 - b) Location of roads appearing on officially adopted plans.
 - c) Type of street dedication, either public or private.
- 3. Environmental Standards
 - a) FEMA-designated flood hazard areas, including flood zone designations and map panels.
 - b) Location and description of CAMA Areas of Environmental Concern, including 404 wetland areas as determined by the Army Corps of Engineers and coastal wetlands as determined by NCDEQ.
 - c) Location and description of environmental features such as wooded areas, marshes, swamps, rock outcrops, ponds or lakes, streams or streambeds, and any other natural features affecting the site.
 - d) Location, dimensions, and description of all areas to be dedicated to the public or to a property owners association.
- 4. Any other information considered pertinent by the applicant, UDO Administrator, Planning Board, or Board of Aldermen.
- 5. Required Certifications:
 - a) Certificate of Ownership and Dedication
 - b) Certificate of Survey and Accuracy
 - c) Certification of Board of Aldermen Approval
 - d) Certificate of Approval of the Design and Installation of Streets, Utilities, and Other Required Improvements
 - e) Certification of Septic and Water Supplies
 - f) Certificate of Disclosure; 404 Wetlands
 - g) Certificate of Disclosure; City of Southport Floodplain Management Regulations
 - h) Acknowledgment of Compliance (Private Developments)
 - i) Certificate of Purpose of Plat
 - j) Certificate of Approval for Recording



BOARD OF ALDERMEN AGENDA ITEM SUMMARY

DATE: 7/13/2023

DEPARTMENT: Development Services

PRESENTED BY: Travis Henley, Development Services Director

ITEM SPONSORED BY: Development Services Department

ITEM/TOPIC: Voluntary Contiguous Annexation Request – 6240 and 6245 Lookout Point Drive

COST: N/A

BUDGET LINE ITEM: N/A

JUSTIFICATION: In accordance with North Carolina General Statutes, Gayla Armstrong has petitioned for a voluntary annexation into the City of Southport of two parcels located at the end of Lookout Point Drive. These parcels are currently located within the City's Extraterritorial Jurisdiction and recently received final plat approval from the Board of Aldermen at their April 13, 2023 meeting and the plat has been recorded at Map Book 145, Page 24 of the Brunswick County Register of Deeds. In accordance with standard annexation procedure and North Carolina General Statutes, a public hearing shall be required to be set and held prior to any vote to accept or deny an annexation petition.

IMPACT IF NOT APPROVED: The alley remains in the City's possession.

DEPARTMENT HEAD COMMENTS: The subject properties are contiguous to the City's existing corporate limits and are eligible to be annexed. The Board has set a public hearing for July 13th.

CITY MANAGER COMMENTS: To schedule a vote for your next meeting.

ATTACHMENTS: Staff packet with sufficiency statement, annexation petition application, proof of ownership, recorded subdivision map, sealed metes and bounds report, and Ordinance for adoption.

REQUESTED ACTION: To hold a public hearing and consider the annexation request.

PROPOSED MOTION: Motion to approve the annexation request as presented.



BOARD OF ALDERMEN

MEMORANDUM

To: Mayor Joseph P. Hatem, Members of the Board of Aldermen
From: Travis Henley, Development Services Director
Date: July 13, 2023
Re: Armstrong Annexation Request, 6240 and 6245 Lookout Point Drive

REQUEST

Gayla Armstrong, property owner, has petitioned the City of Southport for voluntary contiguous annexation of two parcels on Lookout Point Drive. The subject properties include Lot 1 (0.793 acres) and Lot 2 (1.515 acres). The property recently received final plat approval from the Board of Aldermen to create the two lots in question, with the division being recorded with the Brunswick County Register of Deeds at Map Book 145, Page 24. Parcel ID numbers for the two new lots are still forthcoming as of this writing, and the properties are located at the physical addresses of 6240 and 6245 Lookout Point Drive.

BACKGROUND:

Upon receipt of the petition for voluntary annexation, the City Clerk investigated the sufficiency of the request. This review included:

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

Staff has determined that this request includes property reflected on the adopted Resolution of Consideration and that annexation of this property supports the town's long-term objectives, and the Board accepted the Clerk's certification at their June 8, 2023 meeting. The property is currently located within the City's Extraterritorial Jurisdiction and in the Fire Department's jurisdiction. Annexation is a requirement for the provision of City sewer and water service.

STAFF RECOMMENDATION:

Following the Board's setting of a public hearing for July 13, 2023, Staff recommend holding the public hearing and then considering the approval of the annexation request at the August meeting.

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF SOUTHPORT,
NORTH CAROLINA
ANX# 23-01**

WHEREAS, the City of Southport has been petitioned under G.S.160A-31 to annex the area described below; and

WHEREAS, the Board of Aldermen has by resolution directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, the City Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the Southport Community Building at 6:00 p.m. on July 13, 2023, after due notice by publication on July 5, 2023; and

WHEREAS, the Board of Aldermen finds that the petition meets the requirements of G.S. 160A-31;

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

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the City of Southport as of August 11, 2022:

Lot 1: Being all that certain tract or parcel of land lying and being in Smithville Township, Brunswick County and being bound on the North by (now or formerly) The Landing at Southport Community as recorded in Brunswick County registry in deed book 1419, at page 973 and bound to the Northeast by (now or formerly) Deng Yongli as recorded in Brunswick County registry in deed book 4539, at page 915, and being more particularly described as follows:

Beginning at an existing iron on the North Western corner of the Deng Yongli Tract, said iron also being North 35°33'11" West 300.08' from an existing nail set near the center line of Lookout Point Drive; thence leaving said iron and running South 30°13'59" East 258.42' to an existing iron along the Lookout Point Drive Right-of-way, passing an iron at 251.39'; thence curving with said Right-of-way with a chord bearing of South 29°44'12" West, a chord distance of 104.69', and a radius of 50' to an existing iron; thence leaving said Right-of-Way and running South 59°45'14" West, 50', to an existing iron; thence running North 30°13'59" West 301.77' to an existing iron; thence running North 59°46'11" East 124.94' to an existing iron, said iron being the point of beginning and containing 0.793 acres.

Lot 2: Being all that certain tract or parcel of land lying and being in Smithville Township, Brunswick County and being bound on the East (now or formerly) Paris Metro, LLC as recorded in Brunswick County registry in deed book 3561, at page 933 and bound to the South by the Cape Fear River and being more particularly described as follows:

Beginning at an existing iron on the North Western corner of the Paris Metro, LLC Tract, said iron also being on the Southern Right-of-Way to Look Out Point Dr.; thence leaving the Lookout Point Drive Right-of-Way and running South 30°13'59" East 502.40' to the Mean High Water line of the Cape Fear River, passing an iron at 423.54'; Thence running along the Mean High Water line of the Cape Fear River, South 52°47'59" West 125.87' to a computed point; thence leaving the Mean High Water line of the Cape Fear River and running North 30°13'59" East 560.97' to an existing iron; Thence running North 59°45'14" East 50.00' to an existing iron falling along the Right-of-Way of Lookout Point Drive; thence curving with said Right-of-Way with a chord bearing of North 89°47'03" East, a chord distance of 104.67', and a radius of 50' to an existing iron, said iron being the point of beginning and containing 1.515 acres.

Section 2. Upon and after July 13, 2023, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Southport and shall be entitled to the same privileges and benefits as other parts of the City of Southport. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the City of Southport shall cause to be recorded in the office of the Register of Deeds of Brunswick County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

Adopted this the 13th day of July, 2023.

City of Southport:

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

Dorothy Dutton, City Clerk

STATE OF NORTH
CAROLINA
BRUNSWICK
COUNTY

CLERK'S CERTIFICATION

The undersigned, Dorothy Dutton, Clerk for the Board of Aldermen of the City of Southport, North Carolina, hereby certifies that the foregoing Ordinance **ANX# 23-01** is a true and accurate copy of the ordinance adopted unanimously by the Board of Aldermen of the City of Southport, North Carolina, on the July 13, 2023, that the ordinance was duly adopted during a meeting of the Board of Aldermen and remains in full force and effect; and that the Board of Aldermen has taken no action which would in any manner modify or repeal the terms of said ordinance; and that the same remains in full force and effect as of the date hereof.

This the _____ of July, 2023.

Dorothy
Dutton,
City Clerk
City of
Southport

**CITY OF SOUTHPORT BOARD OF ALDERMEN
RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF
ANNEXATION PURSUANT TO N.C.G.S. 160A-31**

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

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

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

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

Section 1. A public hearing on the question of the annexation of the area described herein will be held at the City of Southport Community Building at 6:00 p.m. on July 13, 2023.

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

Lot 1: Being all that certain tract or parcel of land lying and being in Smithville Township, Brunswick County and being bound on the N011h by (now or formerly) The Landing at Southpo11 Community as recorded in Brunswick County registry in deed book 1419, at page 973 and bound to the Northeast by (now or formerly) Deng Yongli as recorded in Brunswick County registry in deed book 4539, at page 915, and being more particularly described as follows:

Beginning at an existing iron on the North Western corner of the Deng Yongli Tract, said iron also being N011h 35°33'11" West 300.08' from an existing nail set near the center line of Lookout Point Drive; thence leaving said iron and running South 30°13'59" East 258.42' to an existing iron along the Lookout Point Drive Right-of-way, passing an iron at 251.39'; thence curving with said Right-of-way with a chord bearing of South 29°44'12" West, a chord distance of 104.69', and a radius of 50' to an existing iron; thence leaving said Right-of-Way and running South 59°45'14" West, 50', to an existing iron; thence running N011h 30°13'59" West 301.77' to an existing iron; thence running North 59°46'11" East 124.94' to an existing iron, said iron being the point of beginning and containing 0.793 acres.

Lot 2: Being all that certain tract or parcel of land lying and being in Smithville Township, Brunswick County and being bound on the East (now or formerly) Paris Metro, LLC as recorded in Brunswick County registry in deed book 3561, at page 933 and bound to the South by the Cape Fear River and being more particularly described as follows:

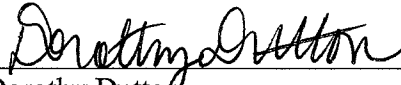
Certificate of Sufficiency

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

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

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

In witness whereof, I have hereunto set my hand and affixed the Seal of the City of Southport, this 25th day of May, 2023.



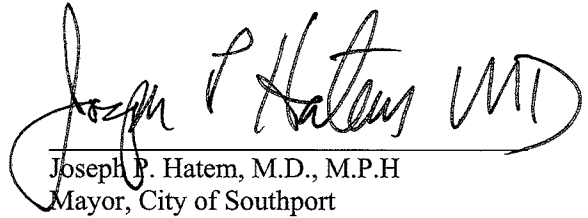
Dorothy Dutton
Assistant City Manager/City Clerk



Beginning at an existing iron on the North Western corner of the Paris Metro, LLC Tract, said iron also being on the Southern Right-of-Way to Look Out Point Dr.; thence leaving the Lookout Point Drive Right-of-Way and running South 30°13'59" East 502.40' to the Mean High Water line of the Cape Fear River, passing an iron at 423.54'; Thence running along the Mean High Water line of the Cape Fear River, South 52°47'59" West 125.87' to a computed point; thence leaving the Mean High Water line of the Cape Fear River and running North 30°13'59" East 560.97' to an existing iron; Thence running North 59°45'14" East 50.00' to an existing iron falling along the Right-of-Way of Lookout Point Drive; thence curving with said Right-of-Way with a chord bearing of North 89°47'03" East, a chord distance of 104.67', and a radius of 50' to an existing iron, said iron being the point of beginning and containing 1.515 acres.

Section 3. Notice of the public hearing shall be published in *The State Port Pilot*, a newspaper having general circulation in the City of Southport, at least (10) days prior to the public hearing date.

Adopted this the 8th day of June 2023.


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


Dorothy Dutton, City Clerk





LEGAL DESCRIPTION
6245 Lookout Point Dr.
Brunswick County, Southport, NC 28461

LOT 1 as recorded in MB 145, PG 24

Being all that certain tract or parcel of land lying and being in Smithville Township, Brunswick County and being bound on the North by (now or formerly) The Landing at Southport Community as recorded in Brunswick County registry in deed book 1419, at page 973 and bound to the Northeast by (now or formerly) Deng Yongli as recorded in Brunswick County registry in deed book 4539, at page 915, and being more particularly described as follows:

Beginning at an existing iron on the North Western corner of the Deng Yongli Tract, said iron also being North $35^{\circ}33'11''$ West 300.08' from an existing nail set near the center line of Lookout Point Drive; thence leaving said iron and running South $30^{\circ}13'59''$ East 258.42' to an existing iron along the Lookout Point Drive Right-of-way, passing an iron at 251.39'; thence curving with said Right-of-way with a chord bearing of South $29^{\circ}44'12''$ West, a chord distance of 104.69', and a radius of 50' to an existing iron; thence leaving said Right-of-Way and running South $59^{\circ}45'14''$ West, 50', to an existing iron; thence running North $30^{\circ}13'59''$ West 301.77' to an existing iron; thence running North $59^{\circ}46'11''$ East 124.94' to an existing iron, said iron being the point of beginning and containing 0.793 acres.

LOT 2 as recorded in MB 145, PG 24

Being all that certain tract or parcel of land lying and being in Smithville Township, Brunswick County and being bound on the East (now or formerly) Paris Metro, LLC as recorded in Brunswick County registry in deed book 3561, at page 933 and bound to the South by the Cape Fear River and being more particularly described as follows:

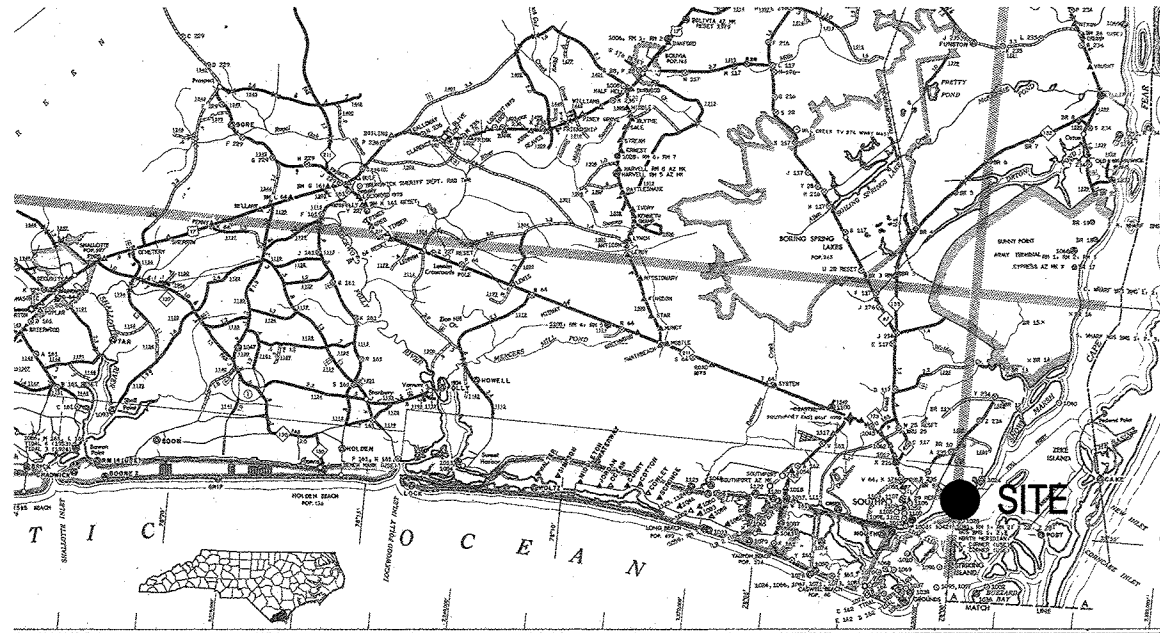
Beginning at an existing iron on the North Western corner of the Paris Metro, LLC Tract, said iron also being on the Southern Right-of-Way to Look Out Point Dr.; thence leaving the Lookout Point Drive Right-of-Way and running South $30^{\circ}13'59''$ East 502.40' to the Mean High Water line of the Cape Fear River, passing an iron at 423.54'; Thence running along the Mean High Water line of the Cape Fear River, South $52^{\circ}47'59''$ West 125.87' to a computed point; thence leaving the Mean High Water line of the Cape fear River and running North $30^{\circ}13'59''$ East 560.97 to an existing iron; Thence running North $59^{\circ}45'14''$ East 50.00' to an existing iron falling along the Right-of-Way of Lookout Point Drive; thence curving with said Right-of-Way with a chord bearing of North $89^{\circ}47'03''$ East, a chord distance of 104.67', and a radius of 50' to an existing iron, said iron being the point of beginning and containing 1.515 acres.

Kenneth Knott
Survey Department Manager
ESP Associates, Inc.

ESP Associates, Inc.
211 Racine Drive, Suite 101 • Wilmington, NC 28403
910.313.6648 • 910.313.6823
www.espassociates.com



4-24-23 JH
PAGE 24
MAP CABINET 145



NOT TO SCALE VICINITY MAP Brunswick County, NC

NORTH CAROLINA
BRUNSWICK COUNTY

Filed for registration on the _____ day of _____, 20____
at (A.M./P.M.) and recorded in Plat Cabinet _____, Slide _____.

Register of Deeds

CERTIFICATE OF BOARD OF ALDERMAN APPROVAL:

The Southport Board of Aldermen hereby approves the final plat of
O Lockout Point Subdivision.

Joey P. Hallen MD Date 4/20/23
Mayor, City of Southport

CERTIFICATE OF APPROVAL FOR RECORDING:

City of Southport does hereby certify that this map was approved for
recording in the Office of the Register of Deeds for Brunswick County,

[Signature] Date 4/20/23
Signature

CERTIFICATE OF DISCLOSURE, 404 WETLANDS

Wetlands Caution: Prospective buyers are cautioned that portions of the lots
shown on this plat are restricted in use by wetlands and water jurisdiction
pursuant to the US Army Corps of Engineers Section 404 regulations,
individual lot reviews to ensure compliance with their Federal laws and
regulations, are encouraged. Verification of location and restrictions should
be made prior to individual lot development

[Signature] Date 4/20/23
Owner

Owner Date

CERTIFICATE OF OWNERSHIP AND DEDICATION

I hereby certify that I am the owner of the property shown and described
hereon, which is located in the subdivision jurisdiction of the City of
Southport and that I hereby adopt this plat of subdivision with my free
consent, establish minimum building set back lines, and dedicate all streets,
alleys, walks, parks, open spaces, utilities, and other sites and easements to
public or private use as noted.

[Signature] Date 4/20/23
Owner

Owner Date

CERTIFICATE OF APPROVAL FOR RECORDING:

I hereby certify that the subdivision plat shown hereon has been found to
comply with the Subdivision Regulations of the City of Southport, North
Carolina, and that this plat has been approved by an authorized representative
of the Southport for recording in the Office of the Register of Deeds of
Brunswick County.

[Signature]
UDO Administrator

Date 4/20/23

CERTIFICATE OF DISCLOSURE, CITY OF SOUTHPORT
FLOODPLAIN MANAGEMENT REGULATIONS:

I (we) hereby certify that prior to entering any agreement or any conveyance
with a prospective buyer, I (we) shall prepare and sign, and the buyer of the
subject real estate shall receive and sign a statement which full and accurately
discloses the the subject real estate, or a portion of the subject real estate, is
located within a flood hazard area and that the buyer must satisfy the
requirements of City of Southport floodplain management regulation prior to the
issuance of building permits.

[Signature] Date 4/20/23
Owner

Owner Date

NORTH CAROLINA
BRUNSWICK COUNTY

I, KENNETH W. KNOTT, CERTIFY THAT THIS SUBDIVISION SURVEY WAS DRAWN UNDER MY DIRECT SUPERVISION FROM AN ACTUAL
SURVEY MADE UNDER MY DIRECT SUPERVISION AND REFERENCED IN THE BRUNSWICK COUNTY REGISTRY IN DEED BOOK 4755 PAGE
1168 ; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES AND REFERENCED FROM RECORD
INFORMATION AS SHOWN HEREIN; THAT THE UNADJUSTED CONVENTIONAL RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT
THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT
REGULATES PARCELS OF LAND. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S.47-30 AS AMENDED. WITNESS MY
ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 19TH DAY OF APRIL, A.D., 2023.

Kenneth W. Knott
KENNETH W. KNOTT, PLS L-5353

THIS SURVEY WAS PERFORMED TO MEET FEDERAL GEOGRAPHIC DATA
COMMITTEE STANDARDS AS APPLICABLE; THAT THE ORIGINAL GPS DATA
WAS OBTAINED ON MAY 20, 2021; THAT THE FIELD LOCATION WAS
COMPLETED ON MAY 21, 2021; THE PRIMARY STATE PLANE AZIMUTH
COORDINATES SHOWN HEREON ARE NORTH CAROLINA STATE PLANE
VALUES (FIPS 3200) BASED ON THE NAD 1983 (NSRS 2011) NAVD 1988
(GEOID 12B) ADJUSTMENT AS POSITIONED BY THE NC GS VRS NETWORK
FROM OBSERVATIONS MADE BY THIS OFFICE USING TRIMBLE GNSS R-8
MODEL 4 SURVEY GRADE DUAL FREQUENCY RECEIVERS AND OBSERVED
USING MULTIPLE SESSIONS A MINIMUM OF 240 EPOCHS; ALL OTHER
COORDINATES ARE LOCALIZED GROUND COORDINATES DERIVED FROM
CONVENTIONAL METHODS BY THIS OFFICE; THIS SURVEY WAS COMPILED
TO MEET THE ASPRS STANDARDS FOR CLASS 1 MAP ACCURACY AT
1" = 600' (1" = 60'). ALL REPORTED VALUES ARE U.S. SURVEY FEET.

GPS STATEMENT

Acknowledgment of Compliance

I, Gail Armstrong, hereby certify that the streets, parks, open space, or other
areas delineated hereon are dedicated to private use, and all maintenance and upkeep of
private facilities, including traffic marking and control devices, shall not be the responsibility
of the public or municipality, acting on behalf of the public, to maintain. Furthermore, prior to
entering any agreement or any conveyance with any prospective buyer, I shall prepare and
sign, and the buyer of the subject real estate shall receive and sign, an acknowledgment of
receipt of a disclosure statement. This disclosure statement shall fully and completely
disclose the private areas and include an examination of the consequences and
responsibility as to the maintenance of the private areas, and shall fully and accurately
disclose the party or parties upon whom the responsibility for construction and maintenance
of such private areas shall rest.

[Signature] Date 4/20/23
Signature of Developer and/or Seller

Date

N/F
CHARLES & JAMES HARPER
DB 89 PG 407
PID# 23800001

FEMA ZONE "AE"
ELEV 11'

404 WETLAND
DELINEATION PER
LAND MANAGEMENT
GROUP

PEDESTRIAN
BRIDGE

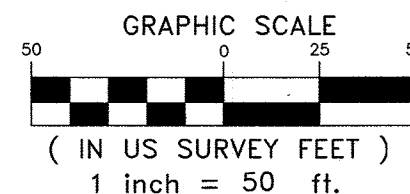
N/F
LOT 142
GARY & NANCY HELTON
DB 1307 PG 1219
PID# 238BD005

N/F
LOT 141
PARIS METRO, LLC
DB 3561 PG 933
PID# 238BD004

REFERENCES:
D.B. 4755 PG. 1168
D.B. 4667 PG. 535
D.B. 1317 PG. 918
M.B. 21, PG. 16
M.B. 21 PG. 17

SETBACKS PER R-10
FRONT YARD: 25'
REAR YARD: 20'
SIDE YARD: 8'

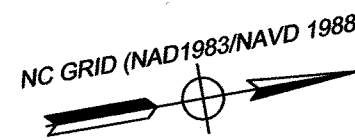
Curve Table					
Curve #	Length	Radius	Delta	Chord	Bearing
C2	104.67	50.00	119°56'21"	104.67	N89° 47' 03"E
C1	104.69	50.00	119°57'56"	104.69	S29° 44' 12"W



IRF.....IRON ROD FOUND	LINE SURVEYED
IPF.....IRON PIN (REBAR) FOUND	LINE NOT SURVEYED / R/W
NIP.....NEW IRON PIN	CENTERLINE
ERI.....EXISTING REFERENCE IRON	EASEMENT LINE
MNS.....MAG NAIL SET	SETBACK LINE
EIPD.....EXISTING IRON PIPE DISTURBED	
NIS.....NO IRON SET	
CL.....CENTER LINE	
PL.....PROPERTY LINE	
CP.....CALCULATED POINT	

LEGEND

- NOTES:
- The depicted survey was obtained from an actual field survey made by this office and plotted June, 2021 and updated to include newly paved cul-de-sac April, 2023.
 - The purpose of this survey is to subdivide the subject tract creating 2 new parcels.
 - All known encroachments are noted on survey.
 - This property lies within multiple FEMA Zone's FEMA Map No. 3720300600K, Effective Date: August 8, 2018.
 - All distances are horizontal ground measurements unless otherwise noted.
 - All areas computed by coordinate computation method.
 - Survey basis of bearing per NC VRS network using Trimble GNSS Model 4 survey grade dual frequency receivers.
 - Brunswick County Pin No: 300610353995. This survey was executed without the benefit of a full title report and is subject to any easements, Right-of-Ways or encumbrances a full title report may reveal.
 - Setbacks per City of Southport Zoning SP-R-10.



N/F
THE LANDING AT SOUTHPORT COMMUNITY
DB 1419 PG 973
PID# 238BD00101

404 WETLAND
DELINEATION PER
LAND MANAGEMENT
GROUP

GORDON R & GAYLAP P ARMSTRONG
DB 4667 PG 535
PID# 23800004
106,837.78 SQ. FT. (2.45 ACRES)

NEW LOT 1
34,543.9 SQ FT
0.793 AC

FEMA ZONE "AE"
ELEV 9'

N/F
LOT 138
DENG YONGLI
DB 4539 PG 915
PID# 238BD001

N/F
LOT 140
BARRY & KAREN FRIEMEL
DB 3968 PG 796
PID# 238BD003

MNS1
LOCALIZATION POINT
N: 66,083.96
E: 2,303,428.62
ELEV: 15.36

PROPERTY LINE
HEREBY ABANDONED

LOOKOUT POINT DRIVE
30' PRIVATE R/W
(M.B. 21, PG. 16)

PROFESSIONAL LAND SURVEYING SERVICES BY:

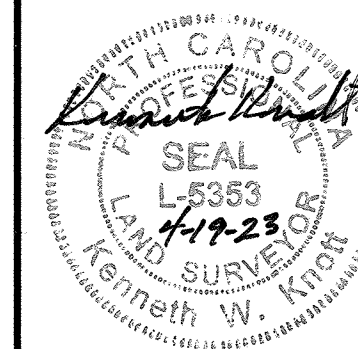
ESP ASSOCIATES, INC.
SUBSURFACE . HYDROGRAPHIC . MOBILE . GEOMATICS

211 Racine Drive, Suite 101
Wilmington, North Carolina 28403
(910) 444-3899 / www.espassociates.com / License # F-1407

PLAT SHOWING SUBDIVISION OF THE PROPERTY OF:

GGH PROPERTIES, LLC

DEED BOOK 4755 AT PAGE 1168
SMITHVILLE TOWNSHIP, BRUNSWICK COUNTY
SOUTHPORT, NORTH CAROLINA



DATE 04/19/23	SCALE 1" = 50'
DRAWN BY S.R.N.	CHECKED BY K.W.K.

REVISIONS

-DESCRIPTION-
SUBDIVISION

SHEET

10 OF 1



BOARD OF ALDERMEN AGENDA ITEM SUMMARY

DATE: June 15, 2023 DEPARTMENT: City Manager

PRESENTED BY: _____

ITEM SPONSORED BY: NC Maritime Musuem and City Manager

ITEM/TOPIC: Concession Agreement Extension with the Musuem

COST: N/A BUDGET LINE ITEM: N/A

JUSTIFICATION: The Concession Agreement (CA)between the City and the Maritime Museum is up for renewal. The Friends of the Museum will be at your meeting to review the history and changes to the CA,

IMPACT IF NOT APPROVED: We will no longer have a working relationship with the Musuem which is required by the State in order to the Museum to receive funding for the building.

DEPARTMENT HEAD COMMENTS: Not applicable

CITY MANAGER COMMENTS: I met with members of the Friends Board who gave me a thorough history of this contract and the need for this document. Since the first one was adopted some years ago and this was the first agreement, the Friends shortened the new one to clarify the document. Attorney Herman has reviewed it, made a few changes, and the Friends Board members approved it for your review.

ATTACHMENTS: 1) Original Concession Agreement; 2) Draft Extension of the Concession Agreement.

REQUESTED ACTION: Approve the signing of the renewal of the Concession Agreement by the Mayor for a 10 year period starting June 1, 2024.

PROPOSED MOTION: Motion to have Mayor Hatem sign the Concession Agreement that starts June 1, 2024 until May 31, 2034.



ROY COOPER
ATTORNEY GENERAL

State of North Carolina

Department of Justice
PO Box 629
Raleigh, North Carolina
27602

Reply to: Mark Teague
Property Control Section
Telephone: (919) 733-7408
FAX: (919) 733-2947
gtcague@ncdoj.gov

July 31, 2014

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

RE: Concession Agreement
The Friends of the North Carolina Maritime Museum at Southport
File No. 10-CG/PC-13-00011

Dear Sir:

For your records, please find enclosed the properly executed Concession Agreement with the State of North Carolina.

If you have any questions, please do not hesitate to call.

Very truly yours,

Mark Teague (by LMC)

Mark Teague
Assistant Attorney General

GMT/ss

Enclosure
cc: Cultural Resources

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT ("Agreement"), made and entered into as of the last date set forth in the notary acknowledgements below, by and between the CITY OF SOUTHPORT, a North Carolina municipal corporation, hereinafter referred to as "City"; and the STATE OF NORTH CAROLINA, a body politic and corporate, hereinafter referred to as the "State," and THE FRIENDS OF THE NORTH CAROLINA MARITIME MUSEUM AT SOUTHPORT, a North Carolina non-profit corporation, hereinafter referred to as the "Friends" (collectively the "Parties").

WITNESSETH:

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

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

WHEREAS, the Museum is operated for the benefit of the citizens of North Carolina and the general public as a historical and educational venue designed to tell the story of North Carolina maritime events and history; and

WHEREAS, the Friends is a non-profit corporation, established pursuant to Section 55A-36 of the North Carolina Non-Profit Corporation Act, whose sole purpose is to be an independent support organization for the Museum consistent with the bylaws of the Friends and in such manner as the Friends deem appropriate, including providing financial support and services that benefit the Museum; and

WHEREAS, the State, the Museum, and the Friends formally recognize their long-standing cooperative, beneficial, and reciprocal relationship in working together to utilize the property for a state maritime museum within the North Carolina Maritime Museum System; and

WHEREAS, the City endorses the partnership between the State and Friends and their intended use of the Property for a maritime museum which is consistent with the Program of Utilization and the use restrictions in the Quitclaim Deed; and

WHEREAS, on August 30th, 2006, the United States of America, acting by and through the Southeast Regional Director, National Park Service, under and pursuant to the power and

authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder, conveyed by quitclaim deed to City, its successors and assigns, subject to certain reservations, exceptions, restrictions, conditions and covenants contained therein, all of its right, title and interest in and to that certain land and improvements therein described. Subsequently, a corrective deed was recorded in Deed Book 2634, Page 0269, Brunswick County Register of Deeds Office (hereinafter "Property"), a copy of which corrective deed is attached hereto as Exhibit A and made part hereof as hereinafter set out (the quitclaim deed and corrective deed collectively shall hereinafter be referred to as the "Quitclaim Deed"); and

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

WHEREAS, the execution of this Agreement for and on behalf of the State of North Carolina has been duly approved by the Governor and Council of State at a meeting held in the City of Raleigh, North Carolina, on the 4th day of December, 2012, and August 6, 2013, and

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

NOW, THEREFORE, in consideration of the premises described above, and the promises and covenants contained in the terms and conditions hereinafter set forth, the Parties, their successors and assigns agree to be bound by the following terms and conditions.

TERMS AND CONDITIONS

1. City does hereby grant unto the State and the State does hereby take and accept from City, for and during the term and under the terms and conditions hereinafter set forth, the lawful right to use a portion of the Property for museum space, said portion of the Property lying and being in the City of Southport, County of Brunswick, North Carolina, and more particularly described as follows:

±5,693 square feet of museum space located at The Fort Johnston Barracks, 204 East Moore Street, Southport, Brunswick County, North Carolina, together with any additional space, not to exceed 3,000 square feet, that is subsequently added to the museum footprint and allocated by City for museum purposes, and being a portion of the Property described in the Quitclaim Deed recorded in Deed Book 2634, Page 0269, Brunswick County Register of Deeds Office.

Said portion of the Property described above, and which is the same portion that is the subject of the grant in this Agreement, shall hereinafter be referred to as the "Premises."

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Said portion of the Property described above, and which is the same portion that is the subject of the grant in this Agreement, shall hereinafter be referred to as the "Premises."

2. The State shall have the lawful right to use the Premises for a term of ten (10) years, commencing on the 1st day of June, 2014 (the "Commencement Date"), or as soon thereafter as the State takes lawful possession of the Premises pursuant to this Agreement, and terminating on the 31st day of May, 2024 (the "Term").

3. In consideration of the City's grant of the lawful right to use the Premises unto the State, the State agrees to and shall pay City the sum of One Dollar (\$1.00) for the entire Term of this Agreement.

4. The State, by and through the Friends, and the Friends, as a Party to this Agreement, shall use the Premises exclusively for a maritime museum ("Museum") and for any and all purposes and activities reasonably related thereto during the Term of this Agreement. The museum shall be open to the general public and educate its visitors about North Carolina maritime events and history. If the State determines that an admission fee is necessary to support the continued operation of the Museum, the amount of the fee shall be reasonable, in the discretion of the State, so as not to deny participation by the general public.

5. As hereinafter set forth, the Friends agree to provide support to maintain and administer the Museum for the preservation, study and exhibition of artifacts and historical materials relating to the maritime history and heritage of the State, particularly of the Cape Fear region, and to provide support to operate the Museum consistent with the terms of the Quitclaim Deed.

6. None of the Parties shall have any obligation under this Agreement until the concurrence required in the Quitclaim Deed is duly executed by an authorized official of the United States of America, acting by and through the National Park Service, a bureau of the United States Department of the Interior (hereinafter "Service").

7. The State and Friends understand that the United States conveyed the Property, which includes within it the Premises, by Quitclaim Deed to City, granting all of its right, title and interest in and to the Property subject to certain reservations, exceptions, restrictions, conditions and covenants contained therein. The State and Friends agree that the terms of the Quitclaim Deed, including specifically but without limitation to the reservations, exceptions, restrictions, conditions and covenants therein, are incorporated by reference into this Agreement as if fully set forth verbatim and are, and shall be binding on the State and the Friends for the Term of this Agreement. The City agrees that paragraphs 5, 8, 9, 10 & 14 of the Quitclaim Deed remain the responsibility of the City. The State and Friends agree that where the terms of this Agreement conflict with those contained in the Quitclaim Deed, all of the terms in the Quitclaim Deed shall govern.

8. The City agrees to furnish the following equipment and improvements in and around the Premises to the State in an As-Is, Where-Is condition:

A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.

B. Curbside parking. The State and The Friends understand that there are no parking facilities on the Premises. However, public curbside parking is available on several streets adjacent to the Premises. The State agrees that public curbside parking adjacent to the Premises shall be sufficient for the general operation of the Museum and associated activities, and City shall have no further obligation to provide parking, except that the City shall provide and maintain one handicap accessible parking space on the adjacent street. (See Exhibit B)

9. The Friends agree to furnish the following:

A. At its sole expense, renovations to the Premises, including any modifications to the heating facilities, air conditioning facilities, electrical facilities, lighting facilities and plumbing facilities to make it suitable to function as a Museum as approved by City and the State. Renovations shall conform to the provisions of the Quitclaim Deed and Section 106 of the National Historic Preservation Act, and be approved by City, the North Carolina Department of Cultural Resources, Historic Preservation Office and the State Property Office, prior to the beginning of renovation. Any and all contractor's or mechanic's liens placed upon the Premises as a result of work ordered by Friends shall be removed by Friends within thirty (30) days of the filing of such lien or liens in the public records of Brunswick County, North Carolina. Friends agree not to make any changes, alterations, or additions about the said building or Premises without first obtaining the written consent of City and the State, and in no event do anything that shall weaken or damage the building or structure now on the Premises.

B. Friends, at its sole cost and expense, shall provide general liability insurance of such type and with such terms and limits as may be reasonably associated with this Agreement. Friends shall name City and the State as an "additional insured" on its general liability insurance policy and shall furnish City and State with a certificate of insurance coverage

C. The City or State may from time to time reasonably require, with due regard to prevailing prudent business practices, that these limits be increased, or that additional liability coverage be provided, as may be reasonably adequate for City and State's protection. The Friends shall not cause or permit, through any act or omission, any policy required by this Section to become void or lapse unless replaced by similar coverage.

D. Any fire or safety inspection fees and storm water fees.

E. Required fire extinguishers and servicing, and pest control, outside trash disposal including provision for the handling of recyclable items such as aluminum cans, cardboard and paper.

F. The Friends shall provide all utilities.

10. It is understood and agreed that the Friends shall, at the beginning of the Term or at such other date as specified herein, have the Premises in a condition satisfactory to the State, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the Premises will be used by the State.

11. The City shall be responsible only for maintenance of the Fort Johnston grounds.

During the Term, the Friends shall be responsible for all other repairs and maintenance except as specifically set forth herein. The Friends shall keep the Premises in good repair and tenantable condition, to the end that all facilities, including heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities and adequate toilet facilities are kept in an operative condition. Maintenance shall include, but is not limited to, furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass.

The Friends shall also be responsible for keeping the Premises clear, safe and free from hazards that could result in personal injury or property damage and for reporting hazards to City and the State.

12. In case the Friends shall, after notice in writing from the State or City in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the State's employees, property, or invitees, or the Property of City, it shall then be lawful for the State, in addition to any other remedy the State may have, to make such repair at its own cost and to invoice the Friends for reimbursement. The City and State reserve the right to enter and inspect the Premises, at reasonable times, and to make necessary repairs to the Premises upon at least two (2) days' notice, when practicable.

13. The Friends shall have the right during the Term, with the prior written consent of the City and the State, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the Premises, so long as they shall not weaken or damage the building or structure now on the Premises. Signage shall be limited to that necessary and convenient for the efficient operation of the State's activities on the Premises and shall be approved in writing by the City and the State prior to placement.

Any fixtures, additions, structures or signs so placed, using State appropriations, funds or grants, in or upon or attached to the Premises under this Agreement or any prior Agreement of which this Agreement is an extension or renewal shall be and remain the property of the State and may be removed therefrom by the State prior to the termination of this Agreement or any renewal or extension thereof, or within a reasonable time thereafter, not to exceed ninety (90) days after termination. Any fixtures or signs so placed by the Friends in or upon or attached to the Premises under this Agreement or any prior Agreement of which this Agreement is an extension or renewal shall be the property of the State and may be removed therefrom by the State prior to the termination of this Agreement or any renewals, or extension thereof, or within a reasonable time thereafter, not to exceed ninety (90) days after termination.

The State or the Friends shall have no duty to remove any improvement or fixture placed by it on the Premises or to restore any portion of the Premises altered by it. In the event the State or the Friends elects to remove any improvements or fixtures and such removal causes damage or injury to the Premises, the State or the Friends will repair only to the extent of any such

damage or injury, whichever one caused the damage.

14. The City understands and agrees that the Friends shall be entitled to enter into sub-concession agreements with vendors or providers who provide services or sell exhibit items which are consistent with the purposes of the State and the Friends, subject to prior approval by City and prior concurrence by the Service. All parties further understand and agree that, consistent with the policy of the National Park Service, that, all revenue received by State and the Friends which is generated through the operation of the Premises must be utilized on the Premises for additional development, operation and maintenance. It shall be the duty of the City to review the appropriate records of the State and Friends in order to verify that all such revenue is utilized on the Premises for additional development, operation and maintenance.

15. The City and its authorized officers, agents and employees, shall have access to the Premises at reasonable times, and anytime in case of an emergency. The State and the Friends understand and agree that this access shall include employees or agents of the Service to ensure compliance with the terms of the Quitclaim Deed.

16. If the Premises be destroyed by fire or other casualty, without fault of the State or the Friends, this Agreement shall immediately terminate. In case of partial destruction or damage by fire or other casualty without fault of the State or the Friends, so as to render the Premises untenable in whole or in part, the City may, at the option of the State or the Friends, repair the Premises. During such period of repair, the State shall have the right to obtain similar space or the State may terminate this Agreement by giving fifteen (15) days written notice to City and the Friends.

17. The Friends shall be liable to the State for any loss or damages suffered by the State which are a direct result of the failure of City and/or Friends to perform an act required by this Agreement, and provided that Friends could reasonably have complied with said requirement.

18. Upon termination of this Agreement for any reason, the State will peaceably surrender the Premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which the State had no control or for which City is responsible pursuant to this Agreement, excepted.

19. The State of North Carolina is an immune sovereign and is not ordinarily subject to suit. However the State has enacted the North Carolina Tort Claims Act, pursuant to which the State may be liable for the torts of its officers and employees, within the terms of the act. Accordingly, the State will be primarily liable for any claims within the coverage of the Tort Claims Act.

20. The City agrees that the State, upon keeping and performing the covenants and agreements herein contained, shall at all times during the Term peaceably and quietly have, hold, and enjoy the Premises.

21. The failure of any party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless in writing and signed and agreed to by all Parties.

22. In addition to any other termination provision contained herein, the failure of any party to observe any of the provisions of this Agreement shall constitute a breach of the Agreement for which any party may terminate the Agreement upon providing thirty (30) days written notice to the other Parties. The City shall have the right to terminate this Agreement without obligation or liability to the State or Friends if the Museum closes for more than thirty (30) consecutive business days except for partial closures due to renovation or repairs.

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

24. The State and the Friends shall deliver to the City annually, or at other times within two (2) weeks of a written request of City, an accounting of its activities, including financial records.

25. All notices herein provided to be given, or which may be given, by either party to the others, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

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

to State: North Carolina Museum of History
Attn: Chief Operating Officer
5 East Edenton Street
Raleigh, North Carolina 27601-1011

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

to Friends: The Friends of the North Carolina Maritime Museum at Southport
Post Office Box 10412
Southport, North Carolina 28461

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

written notice.

26. This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreements between the Parties concerning the subject matter hereof.

27. The Parties to this Agreement agree and understand that the continuation of this Agreement for the Term is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the State responsible for payment of said operation. The Parties to this Agreement also agree that in the event the agency of the State or that body responsible for the appropriation of said funds, in its sole discretion, determines that available funding is insufficient to continue the operation of the Museum it may choose to terminate this Agreement by giving City and the Friends written notice of said termination, and this Agreement shall terminate immediately without any further liability to State.

28. Each person executing this Agreement on behalf of the City, Friends, and State, do hereby represent and warrant that, if applicable: (a) It is duly organized and in good standing in the State of its organization and, if different, qualified to do business and in good standing in the State of North Carolina, (b) It has full lawful right and authority to enter into this Agreement and to perform all of its obligations hereunder, and (c) each person signing this Agreement on behalf of it is duly and validly authorized to do so.

29. This Agreement shall be binding upon and inure to the benefit of each party, its successors and assigns.

30. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina and court actions arising therefrom may be brought only within the courts of the State of North Carolina.

31. North Carolina State General Statute §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any employee of State of any gift from anyone with a contract with State, or from any person seeking to do business with State. By execution of this Agreement, the City attests, for its entire organization, including its employees or agents, that it is not aware that any such gift has been offered, accepted, or promised by any employees of its organization.

32. The Friends agree to construct and upfit any addition to the Premises in accordance with the applicable regulation and building code provisions of the governmental authority having jurisdiction. If applicable, the Friends shall provide to the State, prior to the State taking possession of any addition to the Premises, with a copy of any certificate of occupancy, compliance or completion issued by the appropriate governmental authority.

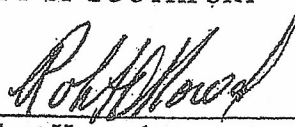
33. Acknowledgement: This Agreement and the rights and obligations of the Parties hereto are subject to the terms and conditions set forth in the Quitclaim Deed and the current Program of Utilization (POU), as amended, which together govern the use of the Property.

[signatures begin on following page]

IN TESTIMONY WHEREOF, this Agreement has been executed by the parties hereto, in duplicate originals, as of the last date set forth in the notary acknowledgments below.

CITY:

CITY OF SOUTHPORT



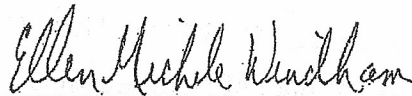
Robert Howard
Mayor

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

I, ELLEN MICHELE WINDHAM, a Notary Public in and for BRUNSWICK County, North Carolina do hereby certify that ROBERT HOWARD, Mayor of the City of Southport personally came before me this day and acknowledged the execution of the foregoing instrument on the behalf of the City.

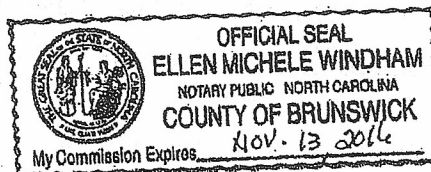
IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 12th day of JUNE, 2014.



Notary Public

Print Name: ELLEN MICHELE WINDHAM

My Commission Expires: NOV. 13, 2016



STATE:

STATE OF NORTH CAROLINA

By: Pat McCrory
Governor

ATTEST:

Elaine F. Marshall
Secretary of State

APPROVED AS TO FORM:
ROY COOPER, Attorney General

By: [Signature]
Assistant Attorney General

STATE OF NORTH CAROLINA

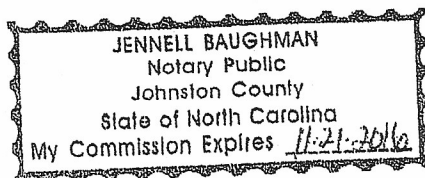
COUNTY OF WAKE

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

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 18th day of July, 2014.

My Commission Expires: 11-21-2016

Jennell Baughman
Notary Public
Print Name: Jennell Baughman



FRIENDS:

THE FRIENDS OF THE NORTH CAROLINA
MARITIME MUSEUM AT SOUTHPORT

Shirley A. Wilson
Shirley A. Wilson
Chairman

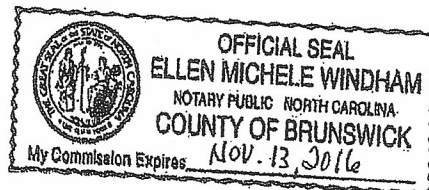
STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, ELLEN MICHELE WINDHAM, a Notary Public in and for
BRUNSWICK County, North Carolina do hereby certify that SHIRLEY A. WILSON,
Chairman of The Friends of the North Carolina Maritime Museum at Southport, personally came
before me this day and acknowledged the execution of the foregoing instrument on the behalf of
the Friends.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 12th
day of JUNE, 2014.

Ellen Michele Windham
Notary Public
Print Name: ELLEN MICHELE WINDHAM

My Commission Expires: Nov. 13, 2016



RESOLUTION AUTHORIZING CONCESSION AGREEMENT

WHEREAS, the City of Southport owns the Ft. Johnston Barracks located at 204 East Moore Street which site the Board finds is currently surplus to the city's needs; and

WHEREAS, the City, the State of North Carolina and The Friends of the North Carolina Maritime Museum At Southport have agreed upon a concession agreement under which the City grants to the State of North Carolina the right to use a portion of the City's property described above for a term of 10 years beginning June 1, 2014, with The Friends agreeing to certain obligations to use and maintain said premises under agreement with the State; and

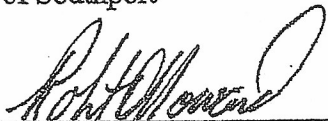
WHEREAS, in consideration of leasing this property, the State has agreed to pay the sum of \$1 per year and to make all necessary improvements, additions and alterations to the property and be responsible for all repairs, maintenance, insurance and expenses; and

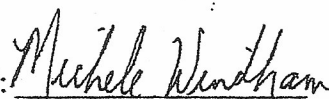
WHEREAS, the City has given 10 days' public notice by publication to enter into this agreement and the Board is convened in a regular meeting;

NOW, THEREFORE, THE BOARD OF ALDERMEN RESOLVES that the Board hereby approves the above-referenced Concession Agreement between the City, the State of North Carolina and The Friends of the North Carolina Maritime Museum At Southport and directs the Mayor to execute any instruments necessary for said Concession Agreement.

Adopted June 12, 2014.

City of Southport

By: 
Mayor

ATTEST: 
City Clerk



BRUNSWICK COUNTY, NC REGISTER OF DEEDS

82634 P0269 06-29-2007 10:55:38.000
Robert J. Robinson
page 1 of 10

Presenter Mike Tsenbers Ret: TS
10 - Total 41 Rev Int 28
Ck \$ 41 Ck # 2409 Cash \$
Refund: Cash \$ Finance
☐ Portions of document are illegible due to condition of original.
☐ Document contains seals verified by original instrument that cannot be reproduced or copied.

CORRECTIVE QUITCLAIM DEED

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

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

The conveyed property is more particularly described as follows:

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

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

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

Prepared by U. S. Government

Grantee address: 201 E. Moore St.
Southport, NC

Page 1 of 10

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

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

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

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

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

1. The property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the Program of Utilization and Plan contained in the application, submitted by the Grantee on April 21, 2005, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.
2. The Grantee shall, within 6 months of the date of this deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area which says:

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

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

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

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

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

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

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

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

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

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

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

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

(1) This covenant shall not apply:

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

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



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Robert J. Robinson
Brunswick County, NC Register of Deeds page 5 of 10

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

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

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

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

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

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

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



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Robert J. Robinson
Brunswick County, NC Register of Deeds page 6 of 10

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

UNITED STATES OF AMERICA
acting by and through the

Secretary of the Interior

Through:

Regional Director
Southeast Region
National Park Service

WITNESSES:

[Signature]
Carolyn Bard

STATE OF GEORGIA)
)ss
COUNTY OF FULTON)

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

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

William Lamar Huie
NOTARY PUBLIC

My commission expires:

APRIL 19, 2010



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



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 Robert J. Robinson
 Brunswick County, NC Register of Deeds page 10 of 10

CITY OF SOUTHPORT
 STATE OF NORTH CAROLINA

By: _____

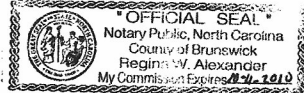
Norman R. Holden
 Norman R. Holden
 Mayor

STATE OF NORTH CAROLINA)

)ss

COUNTY OF BRUNSWICK)

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



Regina W. Alexander
 NOTARY PUBLIC

My Commission expires:

10-11-2010

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT ("Agreement"), made and entered into as of the last date set forth in the notary acknowledgements below, by and between the **CITY OF SOUTHPORT**, a North Carolina municipal corporation, hereinafter referred to as "City"; and the **STATE OF NORTH CAROLINA**, a body politic and corporate, hereinafter referred to as the "State," and **THE FRIENDS OF THE NORTH CAROLINA MARITIME MUSEUM AT SOUTHPORT**, a North Carolina non-profit corporation, hereinafter referred to as the "Friends" (collectively the "Parties").

WITNESSETH:

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

WHEREAS, the North Carolina Maritime Museum at Southport, hereinafter referred to as the "Museum", was created pursuant to legislative authority and is an agency of the State of North Carolina pursuant to the provisions of G.S. § 143B-51; and

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

WHEREAS, the Friends is a non-profit corporation, established pursuant to Section 55A-36 of the North Carolina Non-Profit Corporation Act, whose sole purpose is to be an independent support organization for the Museum consistent with the bylaws of the Friends; and

WHEREAS, the State, the Museum, and the Friends formally recognize their long-standing cooperative, beneficial, and reciprocal relationship in working together to utilize the property for a state maritime museum within the North Carolina Maritime Museum System; and

WHEREAS, the City endorses the partnership between the State and Friends and their intended use of the Property for a maritime museum which is consistent with the Program of Utilization and the use restrictions in the Quitclaim Deed; and

WHEREAS, on August 30th, 2006, the United States of America, acting by and through the Southeast Regional Director, National Park Service, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder, conveyed by quitclaim deed to the City, its successors and assigns, subject to certain reservations, exceptions, restrictions, conditions and covenants contained therein, all of its right, title and interest in and to that certain land and improvements therein described. Subsequently, a collective deed was recorded in

Deed Book 2634, Page 0269, Brunswick County Register of Deeds Office (hereinafter "Property"), a copy of which collective deed is attached hereto as Exhibit A and made part hereof as hereinafter set out (the quitclaim deed and corrective deed collectively shall hereinafter be referred to as the "Quitclaim Deed"); and

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

WHEREAS, the execution of this Agreement for and on behalf of the State of North Carolina has been duly approved by the Governor and Council of State at a meeting held in the City of Raleigh, North Carolina, on the _____ day of _____, 20____, and

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

NOW, THEREFORE, in consideration of the premises described above, and the promises and covenants contained in the terms and conditions hereinafter set forth, the Parties, their successors and assigns agree to be bound by the following terms and conditions.

TERMS AND CONDITIONS

1. City does hereby grant unto the State and the State does hereby take and accept from City, for and during the term and under the terms and conditions hereinafter set forth, the lawful right to use a portion of the Property for museum space, said portion of the Property lying and being in the City of Southport, County of Brunswick, North Carolina, and more particularly described as follows:

±5,693 square feet of museum space located at The Fort Johnston Barracks, 204 East Moore Street, Southport, Brunswick County, North Carolina, together with any additional space, not to exceed 3,000 square feet, that is subsequently added to the museum footprint and allocated by City for museum purposes and being a portion of the Property described in the Quitclaim Deed recorded in Deed Book 2634, Page 0269, Brunswick County Register of Deeds Office.

Said portion of the Property described above, and which is the same portion that is the subject of the grant in this Agreement, shall hereinafter be referred to as the "Premises."

2. The State shall have the lawful right to use the Premises for a term of ten (10) years, commencing on the 1st day of June, 2024 (the "Commencement Date"), pursuant to this Agreement, and terminating on the 31st day of May, 2034 (the "Term").
3. In consideration of the City's grant of the lawful right to use the Premises unto the State, the State agrees to and shall pay City the sum of One Dollar (\$1.00) for the entire Term of this Agreement.
4. The State, and the Friends, as a Party to this Agreement, shall use the Premises exclusively for a maritime museum and for any and all purposes and activities reasonably related thereto during the Term of this Agreement. The Museum shall be open to the general public and educate its visitors about North Carolina maritime

events and history. If the State determines that an admission fee is necessary to support the continued operation of the Museum, the amount of the fee shall be reasonable, at the discretion of the State, so as not to deny participation by the general public.

5. As hereinafter set forth, the Friends, in accordance with its mission, agrees to develop, encourage, and promote public awareness of the Museum; to serve as a philanthropic organization for the support of the resources, programs and facilities; and to render assistance as requested by the State consistent with the terms of the Quitclaim Deed.
6. None of the Parties shall have any obligation under this Agreement until the concurrence required in the Quitclaim Deed is duly executed by an authorized official of the United States of America, acting by and through the National Park Service, a bureau of the United States Department of the Interior (hereinafter "Service").
7. The State and Friends understand that the United States conveyed the Property, which includes within it the Premises, by Quitclaim Deed to the City, granting all of its right, title and interest in and to the Property subject to certain reservations, exceptions, restrictions, conditions and covenants contained therein. The State and Friends agree that the terms of the Quitclaim Deed, including specifically but without limitation to the reservations, exceptions, restrictions, conditions and covenants therein, are incorporated by reference into this Agreement as if fully set forth verbatim and are, and shall be binding on the State and the Friends for the Term of this Agreement. The City agrees that paragraphs 5, 8, 9, 10 & 14 of the Quitclaim Deed remain the responsibility of the City. The State and Friends agree that where the terms of this Agreement conflict with those contained in the Quitclaim Deed, all of the terms in the Quitclaim Deed shall govern.
8. The City agrees to furnish the following equipment and improvements in and around the Premises to the State in an "As-Is," "Where-Is" condition:
 - a. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold-water facilities, and adequate toilet facilities.

- b. Curbside parking. The State and The Friends understand that there are no parking facilities on the Premises. However, public curbside parking is available on several streets adjacent to the Premises. The State agrees that public curbside parking adjacent to the Premises shall be sufficient for the general operation of the Museum and associated activities, and City shall have no further obligation to provide parking, except that the City shall provide and maintain one handicap accessible parking space on the adjacent street.
 - c. Maintenance of the Fort Johnston grounds, as defined by the Property description noted in paragraph one (1).
- 9. The Friends, in accordance with its mission, will help fund programs, exhibits and other activities that may fall outside the budgetary capacity of the State including, for example, temporary and permanent exhibits, youth and adult programs, unanticipated maintenance and other operational or capital needs.
- 10. During the Term, the State shall keep the Premises in good repair and tenantable condition, to the end that all facilities, including heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold-water facilities and adequate toilet facilities are kept in an operative condition.
- 11. The State and Friends agree that the City is not responsible for daily or ongoing regular maintenance to the Premises including, but not limited to, furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass.
- 12. The State shall provide general liability insurance for the building structures of such type and with such terms and limits as may be reasonably associated with this Agreement. The City and Friends shall be named as an "additional insured" on the general liability insurance policy and shall receive a certificate of insurance coverage.
- 13. The City may from time to time reasonably require, with due regard to prevailing prudent business practices, that these limits be increased, or that additional liability coverage be provided, as may be reasonably adequate for City's protection. At no time shall the policy be allowed to lapse unless replaced by similar coverage.
- 14. The State shall be responsible for keeping the Premises clear, safe and free from hazards that could result in personal injury or property damage and for reporting hazards to City and the State.
- 15. The City reserves the right to enter and inspect the Premises, at reasonable times, and to make necessary repairs to the Premises upon at least two (2) days' notice, when practicable.
- 16. The State shall have the right during the Term, with the prior written consent of the City, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the Premises, so long as they shall not weaken or damage the building or structure now on the Premises and abides by the terms and conditions of the Quitclaim deed. Signage shall be approved in writing by the City prior to placement.
- 17. Any fixtures, additions, structures or signs so placed, using State or Friends

appropriations, funds or grants, in or upon or attached to the Premises under this Agreement or any prior Agreement of which this Agreement is an extension or renewal shall be and remain the property of the State and may be removed by the State prior to the termination of this Agreement or any renewal or extension thereof, or within a reasonable time thereafter, not to exceed ninety (90) days after termination.

18. The State or the Friends shall have no duty to remove any improvement or fixture placed by it on the Premises or to restore any portion of the Premises altered by it. In the event the State or the Friends elects to remove any improvements or fixtures and such removal causes damage or injury to the Premises, the State or the Friends will repair only to the extent of any such damage or injury, whichever one caused the damage.
19. The City understands and agrees that the Friends shall be entitled to enter into sub-concession agreements with vendors or providers who provide services or sell exhibit items which are consistent with the purposes of the State and the Friends, subject to prior approval by City and prior concurrence by the Service. All parties further understand and agree that, consistent with the policy of the National Park Service, that, all revenue received by State and the Friends which is generated through the operation of the Premises must be utilized on the Premises for additional development, operation and maintenance. It shall be the duty of the City to review the appropriate records of the State and Friends in order to verify that all such revenue is utilized on the Premises for additional development, operation and maintenance.
20. The City and its authorized officers, agents, and employees shall have access to the Premises at reasonable times, and anytime in case of an emergency. The State and the Friends understand and agree that this access shall include employees or agents of the National Park Service to ensure compliance with the terms of the Quitclaim Deed.
21. If the Premises be destroyed by fire or other casualty, without fault of the State or the Friends, this Agreement shall immediately terminate. In case of partial destruction or damage by fire or other casualty without fault of the State or the Friends, so as to render the Premises untenable in whole or in part, the City may, at the option of the State or the Friends, repair the Premises. During such period of repair, the State shall have the right to obtain similar space, or the State may terminate this Agreement by giving fifteen (15) days written notice to City and the Friends.
22. Upon termination of this Agreement for any reason, the State will peaceably surrender the Premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which the State had no control or for which City is responsible pursuant to this Agreement, excepted.
23. The State of North Carolina is an immune sovereign and is not ordinarily subject to suit. However, the State has enacted the North Carolina Tort Claims Act, pursuant to which the State may be liable for the torts of its officers and employees, within the terms of the act. Accordingly, the State will be primarily liable for any claims within the coverage of the Tort Claims Act.

24. The City agrees that the State, upon keeping and performing the covenants and agreements herein contained, shall at all times during the Term peaceably and quietly have, hold, and enjoy the Premises.
25. The failure of any party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless in writing and signed and agreed to by all Parties.
26. In addition to any other termination provision contained herein, the failure of any party to observe any of the provisions of this Agreement shall constitute a breach of the Agreement for which any party may terminate the Agreement upon providing one hundred eighty (180) days written notice to the other Parties. The City shall have the right to terminate this Agreement without obligation or liability to the State or Friends if the Museum closes for more than thirty (30) consecutive business days except for partial closures due to renovation or repairs, or city, state, or federally mandated closures.
27. Any holding over after the expiration of the Term, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than one hundred eighty (180) days written notice to terminate the tenancy.
28. The State and the Friends shall deliver to the City within two (2) weeks of a written request from the City, an accounting of its activities, including financial records.
29. All notices herein provided to be given, or which may be given, by either party to the others, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

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

to State: North Carolina Museum of History
Attn: Chief Operating Officer
5 East Edenton Street
Raleigh, North Carolina 27601-1011

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

to Friends: The Friends of the North Carolina Maritime Museum at
Southport
Post Office Box 10412
Southport, North Carolina 28461

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

30. This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreements between the Parties concerning the subject matter hereof.
31. The Parties to this Agreement agree and understand that the continuation of this Agreement for the Term is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the State responsible for payment of said operation. The Parties to this Agreement also agree that in the event the agency of the State or that body responsible for the appropriation of said funds, in its sole discretion, determines that available funding is insufficient to continue the operation of the Museum it may choose to terminate this Agreement by giving City and the Friends written notice of said termination, and this Agreement shall terminate immediately without any further liability to State.
32. Each person executing this Agreement on behalf of the City, Friends, and State, do hereby represent and warrant that, if applicable: (a) It is duly organized and in good standing in the State of its organization and, if different, qualified to do business and in good standing in the State of North Carolina, (b) It has full lawful right and authority to enter into this Agreement and to perform all of its obligations hereunder, and (c) each person signing this Agreement on behalf of it is duly and validly authorized to do so.
33. This Agreement shall be binding upon and inure to the benefit of each party, its successors and assigns.
34. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina and court actions arising therefrom may be brought only within the courts of the State of North Carolina.
35. North Carolina State General Statute §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any employee of State of any gift from anyone with a contract with State, or from any person seeking to do business with State. By execution of this Agreement, the City attests, for its entire organization, including its employees or agents, that it is not aware that any such gift has been offered, accepted, or promised by any employees of its organization.
36. Acknowledgement: This Agreement and the rights and obligations of the Parties hereto are subject to the terms and conditions set forth in the Quitclaim Deed and the current Program of Utilization (POU), as amended, which together govern the use of the Property.

[signatures begin on following page]

IN TESTIMONY WHEREOF, this agreement has been executed by the parties hereto, in duplicate originals, as of the last date set forth in the notary acknowledgements below.

CITY OF SOUTHPORT:

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

ATTEST:

Dorothy Dutton, Assistant City Manager/City Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public, in and for the County of _____ and State of North Carolina, do hereby certify that Dorothy Dutton, personally appeared before me this day and acknowledged that she is the clerk to the Board of Alderman of the City of Southport, and that by authority duly given and as the act of the City, the foregoing instrument was signed in its name by Joseph P. Hatem, Mayor of the City of Southport, sealed with its seal and attested by her as the clerk to the Board of Alderman.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____ day of _____, 2023.

My Commission Expires:

Notary Public

Printed Name

STATE:

BY: _____
Governor

ATTEST:

Secretary of State

APPROVED AS TO FORM:
ATTORNEY GENERAL

By: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the
_____ day of _____ 2023.

My Commission Expires:

Notary Public

Printed Name

FRIENDS:

THE FRIENDS OF THE NORTH CAROLINA
MARITIME MUSEUM AT SOUTHPORT

Chairman

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for _____
County, North Carolina do hereby certify that _____, Chairman
of the Friends of the North Carolina Maritime Museum at Southport, personally came before
me this day and acknowledged the execution of the foregoing instrument on behalf of the
Friends.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the
_____ day of _____, 2023.

Notary Public

My Commission Expires:

Printed Name



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: 7/1/2023 DEPARTMENT: Public Services

PRESENTED BY: Tom Zilinek, City Engineer

ITEM SPONSORED BY: Public Services Department

ITEM/TOPIC: Modify Contract to WK Dickson for Sewer Line and Lift Station Replacement

COST: \$308,700.00 BUDGET LINE ITEM: ARPA Grant

JUSTIFICATION: This is the next phase of the project. The first phase was a study of 5 Lift Stations. Three lift stations were determined to be in need of repairs. This contract amendment will design and inspect those repairs/improvements.

IMPACT IF NOT APPROVED: _____

Improvements to the lift stations will not be made.

DEPARTMENT HEAD COMMENTS: WK Dickson has conducted preliminary engineering to evaluate the condition of 5 lift stations and model the sewer force main discharge to determine the most cost effective rehabilitation. The recommendation is for three lift stations to be rehabilitated to restore pumping capacity and replace deteriorated wet wells at same lift stations. Preliminary engineering determined that the sewer force main does not need to be replaced.

CITY MANAGER COMMENTS: I would recommend approval so that this firm can continue with the work they have started on this project. A representative from Dickson will be at your meeting to answer your questions. The total cost will be \$308,700 for this phase of the project. WK Dickson has done a lot of great work on this project.

ATTACHMENTS: Contract Amendment for WK Dickson

REQUESTED ACTION: Approve contract amendment for WK Dickson

PROPOSED MOTION: Motion to approve contract amendment to WK Dickson for Sewer Line and Lift Station Replacement



CONTRACT FOR SERVICES AMENDMENT NO. 1

ADDITIONAL SERVICES AUTHORIZATION

The following modifications to the contract ("Contract") for Sewer Line and Lift Station Replacement WKD #20220972.00.WL dated December 7, 2022 between the City of Southport (OWNER) and W.K. Dickson & Co., Inc. (CONSULTANT) are authorized.

I. **SCOPE OF SERVICES.** The evaluation of the system that was completed under the original Contract determined several pump stations to be replaced or rehabilitated. Based on the Technical Memorandum dated May 31, 2023, the following pump stations are included in this Amendment for replacement:

- Park Avenue PS
- 9th Street PS
- Moore PS

CONSULTANT will provide preliminary engineering, survey, design, and construction services to replace and rehabilitate the three pump stations. The Scope of Services is as follows:

1. **Project Management and Progress Meetings**

- A. Meet with the OWNER to review the objectives of the project, identify information needed, and develop a schedule for the project.
- B. Meet with OWNER's representative on a monthly basis (not to exceed twelve (12) meetings) to review the general status of the project. These meetings are in addition to any project-specific technical meetings. Includes preparing agenda and prepare meeting minutes.
- C. Prepare monthly invoices for CONSULTANT's services in a format acceptable to OWNER.
- D. Maintain a project cost accounting system and schedule throughout the life of the project.

2. **Preliminary Engineering**

CONSULTANT will evaluate existing pump station sites to determine the location of new pump station replacements and/or rehabilitation. This evaluation will also determine survey limits and if additional property/easement is needed.

CONSULTANT will provide preliminary design layouts for each pump station. The preliminary design layouts will include additional property/easements and survey limits. The property/easements will include the following:

- A. Property Owner Name
- B. PIN
- C. Street Address

3. Survey

CONSULTANT will perform topographic survey within the survey limits to include the pump station sites. The topographic survey will consist of identification and location of visible above ground evidence of utilities to include power poles, fire hydrants, valves, etc. The corresponding top, bottom, and invert elevations of storm and sanitary structures that are accessible and without the need for confined space entry will also be recorded. Pipe sizes entering and exiting these structures will also be noted where accurately attainable. Storm drainage and sanitary systems will be traced and located to one structure beyond the survey limits of the project. Flood elevation will be indicated on the survey.

CONSULTANT will perform wetland determination to identify whether wetlands are present in the area of the proposed lift station wet wells.

4. Subdivision Platting and Easement Mapping

The pump station site locations may require a subdivision of a parcel. CONSULTANT has estimated three (3) property acquisitions to establish the engineering fee. CONSULTANT will coordinate with the subconsultant to provide subdivision platting for the property acquisition(s).

5. Geotechnical Exploration

CONSULTANT's subconsultant will perform a series of traditional standard penetration test (SPT) borings at each site of pump stations. A total of three (3) borings have been estimated. The borings will be to planned termination depths of at least 40 feet below ground surface. Groundwater levels at each bore will be monitored after a 24-hour duration. The geotechnical data will be evaluated, and reports provided as follows:

- A. Identify and visually classify soil samples from borings in general accordance with the Unified Soil Classification System (USCS). Selected soil samples will be subjected to routine geotechnical index testing consisting of natural moisture content, percent fines analysis, and Atterberg Limits to assist in soil classification. Provide preliminary results and final report.

6. Design

CONSULTANT will prepare construction documents to include topographic survey, civil, and electrical design of pump station sites.

The design will be consistent with the current edition of Brunswick County's design standards including design, material, and construction standards. CONSULTANT will provide design services to include preparation of design drawings and specifications suitable for regulatory submittals and approvals and for formal bidding. CONSULTANT will use OWNER's current version of bidding and construction contracts. OWNER will be responsible for providing the CONSULTANT with the current editions of their standards in an electronic format and their defined method of measurement and payment so a quantity take-off and unit price bid schedule can be prepared and updated at the 90% and 100% levels of the plan preparation. The pump station rehabilitation/replacement is anticipated to be bid on as one contract and not separately

or through multiple contracts. In the event OWNER prefers alternate bids or multiple contracts, separation of the plans and the bid documents/contracts and separate bidding shall be considered Additional Services. OWNER will provide the front-end specifications. CONSULTANT will prepare the bid form and method of measurement and payment.

The design will include the follow plan preparation phases:

- A. 60% Design Plans: CONSULTANT will assemble the base mapping for the construction area and will develop individual drawings for the designated improvements. Each drawing will contain the proposed site plan and connecting points to the existing sewer. 60% design plans will be provided to OWNER for review and field verification.
- B. 90% Design Plans: Based upon approval of the 60% design, the CONSULTANT will prepare 90% design plans. CONSULTANT will coordinate with OWNER and provide three (3) sets of progress prints for review and input. Work in this phase will include the following functions:
 - 1) Incorporate OWNER comments from field verification.
 - 2) Finalize site plan, plan and section views of pump stations, electrical layout, and details.
 - 3) Complete a quantity take-off, compile a Unit Price Cost Schedule, and prepare an initial construction opinion of probable cost.
 - 4) Prepare erosion and sedimentation control plans and encroachment drawings suitable for submission to regulatory agencies.
 - 5) Prepare technical specifications utilizing current OWNER's Standards and Specifications.
 - 6) Submit 90% Design Plans and other deliverables and respond to one (1) round of questions and comments from the 90% Review Meeting.
- C. 100% Design Plans and Bid/Construction Contracts: Based upon approval of the 90% design, the CONSULTANT will complete final design. CONSULTANT will coordinate with the OWNER and provide three (3) sets of Plans and Bid/Construction Contracts for review and input. CONSULTANT will also finalize the quantity take-off and complete the Bid Schedule to allow for one construction contract. Work within this task will include the following other functions:
 - 1) Address OWNER and regulatory comments from the review of the 90% design.
 - 2) Prepare the Construction Contract suitable for bidding and subsequent award and execution including a Unit Price Cost Schedule with final quantities, necessary bid form supplements, regulatory approvals, and subsurface investigation reports.

7. General and Environmental Permitting

CONSULTANT will prepare and compile information for the permit agency applications. CONSULTANT will provide technical criteria, written descriptions, and design data for filing applications for permits. CONSULTANT will prepare applications and supporting documents for the following regulatory reviews:

- A. Pump Station and Force Main Fast Track Application – Fee \$480
- B. NCDEQ-EMLR Erosion and Sedimentation Control – Fee \$300
- C. Stormwater General Stormwater Permit – Standard Fee \$505
- D. NCDEQ 401 Water Quality Certification – Fee \$570
- E. 404 Wetland Permitting (Corps of Engineers NWP 12): No Fee Required
- F. NCDOT Encroachment: No Fee required.
- G. Division of Coastal Management (CAMA) Minor Permit – Fee \$100

CONSULTANT cannot guarantee any regulatory approval or a time frame in which that approval might be granted. OWNER should be aware that significant delays can occur during regulatory review, and those delays may impact project schedule and scope of work. No such delays are currently anticipated, but should any materialize, the CONSULTANT will present to OWNER the most feasible alternatives for addressing approval delay.

Permit fees associated with the proposed work are anticipated to be as follows and are included in the CONSULTANT'S overall project cost to be paid by the CONSULTANT on behalf of the OWNER.

Natural Resources Field Work

1) Wetland and Stream Delineation

- a. On-site streams and wetlands will be evaluated based on the North Carolina Division of Water Resources (NCDWR) Stream Identification Method and the US Army Corps of Engineers (USACE) wetland delineation method described in the 1987 US Army Corps of Engineers Manual with further guidance from the Eastern Mountains and Piedmont (EMP) Regional Supplement. Wetlands and streams will be flagged with sequentially numbered flags and located with ESRI ArcCollector GPS software.

2) Threatened and Endangered Species (T&E) Evaluation

- a. CONSULTANT will evaluate on-site habitat for suitability to support potentially occurring T&E species but does not propose field surveys for occurrence of these species. Field surveys and other any compliance protocols beyond documenting habitat suitability for these species are not included in this proposal and will be considered Additional Services.
- b. Should any T&E species be affected by the project, further coordination and consultation with the USFWS may be required to determine what, if any, mitigation measures may be required. USFWS consultations are considered Additional Services.

3) Historic and Cultural Resources

- a. A desktop and field analysis for historic and cultural resources will be completed. Any existing structures identified will be assessed on-site and compared with the NC State Historic Preservation Office (NCSHPO) online resources to determine status under the National Historic Preservation Act.

Phase 1 archaeological investigations are not expected to be required for the site and are not included in this scope of work. Should NCSHPO require such investigations, a scope and fee for Additional Services will be provided.

USACE JD

- A. A Jurisdictional Determination request will be prepared using stream and wetland data collected during the field delineation and required mapping. All required documentation will be submitted to the USACE and NCDWR via the Wilmington District's web-based portal. This task includes one (1) on-site meeting with the agencies and one (1) response to consolidated agency comments.

404/401 Permit

- A. A pre-construction notification (PCN) will be prepared and submitted to the US Army Corps of Engineers and NC Division of Water Resources for 401/404 authorization. It is assumed that impacts to waters of the US will fall within nationwide permit thresholds. Should impacts exceed nationwide permit thresholds, a separate scope and fee will be developed for the development of an individual permit application.

8. Bidding

CONSULTANT will provide bid phase services including preparation of construction bidding documents, proposal bid forms, and bond forms; reproduction of the plans and documents for bidding; advertisement of the project for bid; conducting the pre-bid conference; issuance of up to one (1) addendum; clarifications and information as requested by bidders; maintenance of the bidder's log; conducting of the bid opening; tabulation of the bids received; review of the bid packages for compliance with the contract requirements; and selection of the Contractor.

9. Construction Services

CONSULTANT will provide construction services for an overall construction period of 18 months upon completion of design and bidding. Administration services will be provided through the construction period. The construction services can be provided beyond the construction period of 18 months, if requested, as an additional service. CONSULTANT will provide consultation and coordination necessary for successful construction during project construction including the following standard construction administration tasks:

- Conduct Pre-Construction Meeting with the Contractor for the contract and OWNER representatives.
- Review Contractor's submittals (shop drawings, schedules, etc.) for intent.
- Clarify and interpret construction documents.
- Review Contractor's monthly pay requests and make recommendation to OWNER.
- Review and make recommendations regarding construction Change Order requests.
- Prepare and issue Change Orders.
- Resolve construction issues.
- Visit the project site periodically during the course of the project to conduct Construction Progress Meetings and other conferences as otherwise may be needed.
- Review and verify final submittal documents and make recommendation of final payment to the Contractor.
- Provide the OWNER with Record Drawings and a detailed report documenting all repair work performed.
- Accompany DWI Representative for pay application approval.
- DWI Reimbursement for OWNER
- Engineer's Certification

- Final closeout documents will be provided to the contractor and OWNER.

CONSULTANT shall assign representatives (Construction Observers) dedicated to the project to provide part-time construction observation services during the estimated construction period on-site of 180 consecutive calendar days or less, due to expected delivery of materials. Observation services are based on 300 hours of construction observation. Observation services can be provided beyond 180 days and 300 hours, if requested, as an Additional Service. The representative will call to the attention of the Contractor deficient work noted in the field and, with the assistance of the CONSULTANT's Project Manager, interpret the contract documents and work orders when questions arise. Observation services can be provided beyond this specified time, if requested, as an Additional Service. CONSULTANT will provide general consultation as may be necessary to achieve successful construction for the duration of the project, including the following:

- Perform part-time observation of the project construction to verify conformance with Contract Documents.
- Document construction activities and photograph critical portions of the project.
- Schedule and conduct a pre-final site visit to establish initial punch list items.
- Perform final inspection to assure that all punch list items have been completed per the Contract Documents.

II. TIME OF PERFORMANCE. CONSULTANT's time of performance for the above additional services shall be as follows:

Task	Completion Date
Preliminary Design	7/2023 - 8/2023
Survey	8/2023 - 9/2023
Design	9/2023 - 2/2024
Permitting	2/2024 - 4/2024
Bidding	4/2024 - 7/2024
Construction Services	7/2024 - 1/2026
Closeout	3/2026

III. COMPENSATION. The OWNER shall pay the CONSULTANT for the additional services set forth in the above Scope of Services a Lump Sum Fee of Three Hundred Eight Thousand Seven Hundred Dollars and Zero Cents (\$308,700) as shown below:

Phase	Description	Budget
1	Project Management and Meetings	\$ 17,400
2	Preliminary Engineering	\$ 29,600
3	Design	\$ 109,400
4.1	General Permitting	\$ 20,300
4.2	Environmental (Wetland Permitting)	\$ 15,500
5	Bidding	\$ 12,900
6	Construction Services	\$ 103,600
Total		\$ 308,700

The total Contract lump sum is hereby increased from \$98,000 to \$406,700.

All other terms of the Contract remain unchanged.

OWNER:

CITY OF SOUTHPORT

By: _____

Name: _____

Title: _____

Date: _____

CONSULTANT:

W.K. DICKSON & CO., INC.

By: _____

Name: T. Carter Hubbard, PE

Title: Vice President

Date: _____

This instrument has been preaudited in the manner required by the "Local Government Budget and Fiscal Control Act".

By: _____

Finance Officer

Date: _____



BOARD OF ALDERMEN AGENDA ITEM SUMMARY

DATE: June 13, 2023

DEPARTMENT: Finance and Administration

PRESENTED BY: Paul Gross, Interim Finance Director

ITEM SPONSORED BY: Finance and Administration

ITEM/TOPIC: Water and Sewer Rates on Split Parcels – Access to Recycle & Yard Debris Service

COST: Immaterial - No Policy Currently

BUDGET LINE ITEM: Water & Sewer Revenues

JUSTIFICATION: The City of Southport does not have a policy which sets a standard for billing water and sewer services when the parcel of land is split between the city limits and ETJ. Nor is there a policy on split parcels regarding eligibility for recycling and yard debris services. The current list of split parcels as provided by the Brunswick County Tax Office shows that Southport is inconsistent in its billing practice and needs to establish a standard for when a parcel qualifies for lower city limit rates vs. higher ETJ rates.

IMPACT IF NOT APPROVED: The City will remain inconsistent in its water and sewer billing practices making us subject to litigation.

DEPARTMENT HEAD AND CITY MANAGER COMMENTS: This is one of several policies being developed by the Finance Department to address a lack of internal controls and compliance with GASB and GAAP. The absence of a policy has led to some inconsistencies in the rates charged on split parcels. You have in this agenda packet two additional policies that we will be bringing to you to develop financial policies for our municipality and the staff. Both our City Manager and I highly recommend the adoption of these policies.

ATTACHMENTS: Proposed Policy and List of Split Parcels With Homes

REQUESTED ACTION: Discussion and Approval of the Proposed Split Parcel Billing Policy

PROPOSED MOTION: Motion to Approve the Billing Policy for Split Parcels

CITY OF SOUTHPORT	
BILLING GUIDELINES FOR SPLIT PARCELS	LATEST REVISION DATE: 6-7-23
ASSIGNED TO: FINANCE DEPARTMENT	APPROVED:

I. Purpose

To establish a standard for billing water, sewer, recycling, and debris services for parcels of residential properties that are split between the ETJ and the municipal city limits of Southport.

II. History

- The Brunswick County Tax Office maintains a list of properties split between Southport's ETJ and municipal city limits.
- Southport is asked to review this split parcel list annually and verify its accuracy.
- As of June 2023, there are approximately 16 residential properties on the list, with the % of the parcels within the city limits ranging from 7% to 98%. Several undeveloped parcels of land are also split between the ETJ and Southport city limits.
- Ad Valorem city taxes are prorated based on the % of the parcel of land that rests within the city limits.
- There are two water and sewer rates: inside the city limits and outside the city limits (ETJ).
- There is no written policy on how to bill split parcels, which lie within both the city limits and ETJ. Nor is there a policy on split parcels regarding eligibility for recycling and yard debris services.
- The current list of split parcels is somewhat inconsistent on water and sewer rates, access to recycling, and debris pick-up services.

III. Rates & Services for Split Parcels

1. If your split parcel has 25% or more within the Southport city limits, your water and sewer services are billed at the inside City rate, and you are also eligible for recycling/debris removal services at the current rate.
2. If your split parcel has less than 25% within the Southport city limits, your water and sewer rates are billed at the higher outside (ETJ) rate, and you are not eligible for recycling/debris removal services.



BOARD OF ALDERMEN AGENDA ITEM SUMMARY

DATE: June 13, 2023

DEPARTMENT: Finance and Administration

PRESENTED BY: Paul Gross, Interim Finance Director

ITEM SPONSORED BY: Finance and Administration

ITEM/TOPIC: Powell Bill Policy

COST: None

BUDGET LINE ITEM: Powell Bill Fund #20

JUSTIFICATION: The City of Southport does not have a policy that addresses Powell Bill funding eligibility, reporting requirements, deadlines, and how funds may be used or not used. Our proposed policy draws language straight from the N.C. Department of Transportation, Powell Bill Unit, and clarifies our responsibilities as a recipient of those funds.

IMPACT IF NOT APPROVED: The City may risk losing funding if reporting deadlines are not met or if funds are used for unauthorized purposes.

DEPARTMENT HEAD AND CITY MANAGER COMMENTS: This is one of several policies being developed by the Finance Department to address a lack of internal controls, compliance with GASB and GAAP, and N.C. General Statutes. You have in this agenda packet two additional policies that we will be bringing to you to develop financial policies for our municipality and the staff. Both our City Manager and I highly recommend the adoption of these policies.

ATTACHMENTS: Proposed Policy

REQUESTED ACTION: Discussion and Approval of the Powell Bill Policy

PROPOSED MOTION: Motion to Approve the Powell Bill Policy

CITY OF SOUTHPORT	
POWELL BILL POLICY	LATEST REVISION DATE: 6-12-23
ASSIGNED TO: FINANCE DEPARTMENT	APPROVED:

I. Purpose

Powell Bill allocations are made to incorporated municipalities which establish their eligibility and qualify per NCGS 136-41.1 through 136-41.4. The funds may be used for:

- The resurfacing of streets
- Maintaining, repairing, constructing or widening of any street / public thoroughfare including bridges, drainage, curb and gutter, and other necessary appurtenances within the corporate limits of the municipality
- Cost of assessments levied for such purposes
- Planning, construction and maintenance of bikeways, greenways or sidewalks

II. Qualifications

1. Has conducted municipal elections within the last 4 years.
2. Currently imposes an ad valorem tax or provides other funds for generating expenses
3. Has conducted municipal elections required by charter/general law
4. Levied at least 5 cents per \$100 valuation of all taxable property within the corporate limits and has collected at least 50% of the ad valorem tax levied from the preceding fiscal year.
5. Provides at least 2 of these municipal services:
 - Water Distribution
 - Sewage Collection or Disposal
 - Police Protection
 - Street Maintenance, Construction, or Right-of-way Acquisition
 - Fire Protection
 - Street Lighting
 - Garbage And Refuse Collection or Disposal

III. Important Dates To Remember (Due Each Year)

- July 1st – 21st Certified Statement, street listing, certified Powell Bill map, and add/delete sheet (if applicable) assigned to Developmental Services Head
- August 1st Powell bill Expenditures Report is statutorily due. Assigned to Finance Director
- December 1st Municipal Street Fiscal Data Report is due. Assigned to Finance Director
- *** The City will be disqualified from the Powell Bill Program if all required documentation is not received prior to the disbursement of the allocation.***

IV. Limitations on Accumulation of Allocations

- A municipality cannot accumulate more than the sum of the past ten (10) allocations, or the sum of the past twenty (20) allocation if they have a population of less than 5,000 and the municipality has been approved for an extension by the NC DOT. Allocations are in October and January of each fiscal year.

V. Purposes for Which Powell Bill Funds Can Be Used Are: Note: Street names must be written on invoices for any work listed below.

1. **Improvements or new construction of streets or public thoroughfares (includes the Right of Way) within the corporate limits, such as:** 1. Stabilizing, grading 2. Paving, retreatments, and seal coating 3. Curb and gutter construction, including curb cuts for handicapped persons 4. Construction of necessary storm drainage for protection of street 5. Construction of bridges and culverts 6. Grade crossing eliminations 7. Necessary landscaping or seeding required for proper street maintenance 8. Widening 9. Purchase, rental, operation, and maintenance of equipment necessary for street construction (pro-rated with Powell Bill Funds if equipment shared for NON-Powell Bill purposes) 10. Engineering, surveying, and other expenses incurred in qualifying for Powell Bill Funds provided such data is to be used as basic information for the construction and maintenance of streets 11. Necessary legal expenses incurred in street improvement programs 12. Acquisition of right-of-way 13. Salaries for street labor, supervision of street labor, and engineering used exclusively in street construction. (Maintain appropriate documentation to support expenditures.) 14. Sidewalk, greenway, and bikeway construction 15. Payments to contractors for any of the above
2. **Routine maintenance on streets or public thoroughfares (includes the Right of Way) within the corporate limits, such as:** 1. Dragging, machining, blading, or shaping 2. Patching, sealing or crack filling 3. Shoulder or curb and gutter maintenance and

- repair, including curb cuts for handicapped persons 4. Ditching, repair or maintenance of storm drains, culverts, catch basins, inlets, bridges, fills, etc., which are necessary and essential to street maintenance 5. Dust control treatments, calcium chloride applications 6. Snow removal or sand and debris removal resulting from natural causes (includes sanding and salting for snow removal. Not normal garbage or refuse collection.) 7. Mowing 8. Labor, supervision, and engineering used exclusively in street maintenance. (Maintain appropriate documentation to support expenditures.) 9. Purchase, rental, operation, and maintenance of equipment (including safety equipment) necessary and essential for street maintenance, and also including computers used exclusively for Powell Bill street maintenance. (Not software) Must prorate use of any equipment used for purposes other than eligible Powell Bill purposes. (Maintain appropriate documentation to support expenditures.) 10. Purchase of materials and supplies necessary for proper street maintenance and drainage 11. Street sweeping 12. Sidewalk, Greenway, and Bikeway maintenance 13. Payments to contractors for any of the above
3. Traffic Control Purposes Such As: 1. Purchase and maintenance of traffic control devices including traffic counters 2. Purchase and maintenance of other traffic signs necessary for proper traffic control. (Not street name signs)
4. Purchase and application of traffic paint including crosswalks and on-street parking
5. Construction and maintenance of computerized traffic signal system
6. Construction and maintenance of speed bumps
7. Purchase of traffic cones. (Must prorate if used on non-Powell Bill streets.)
8. Special Street Assessments: Payment of municipality's proportionate share of a special street assessment levy and cost incurred for improving intersections in an assessment program.
9. Bonds: Current payment of principal or interest due on bonds outstanding, issued exclusively for streets and sidewalks, provided bonds were issued after enactment of Powell Bill.
10. Bikeways, Greenways, and Sidewalks: For the planning, construction, and maintenance of bikeways, greenways, and sidewalks within the municipal limits or within the area of any metropolitan planning organization or rural planning organization.
11. Banking: For fees associated with a checking account ONLY for Powell Bill. Prorated fees associated with a General Fund checking account with Powell Bill funds are not eligible. Banking fees are only Powell Bill eligible if the checking account is established only for Powell Bill funds.
12. Transportation Improvement Project (TIP): N.C.G.S. §136-41.4 (effective October 1, 2007) provides the municipality an option to use some or all of its Powell Bill allocation for any Transportation Improvement Project currently on the approved project list

within the municipality's limits or within the area of any metropolitan planning organization or rural planning organization. The amount of Powell Bill funds used must be an amount equal to that amount necessary to complete one full phase of the project.

13. Sales Tax Refund: If the municipality pays sales taxes on a Powell Bill eligible invoice and then files for a sales tax refund with the Department of Revenue, the municipality must return the sales tax refund to their Powell Bill account; not to their General Fund. The sales tax refund must be recorded on the Powell Bill Expenditures Report. J. Interest: Interest income earned on your Powell Bill funds must be reported on your Powell Bill Expenditures Report. Powell Bill interest should not be placed in the General Fund but should become part of the Powell Bill fund account and used for Powell Bill purposes. This earned interest income should be added as a receipt on the Powell Bill Expenditures Report.
14. N.C.G.S. §136-41.3 further provides "IT SHALL BE UNLAWFUL FOR ANY MUNICIPAL EMPLOYEE OR MEMBER OF ANY GOVERNING BODY TO AUTHORIZE, DIRECT, OR PERMIT THE EXPENDITURE OF ANY FUNDS ACCRUING TO ANY MUNICIPALITY BY VIRTUE OF G. S. 136- 41.1 AND 136-41.2 FOR ANY PURPOSE NOT HEREIN AUTHORIZED. ANY MEMBER OF ANY GOVERNING BODY OR MUNICIPAL EMPLOYEE SHALL BE PERSONALLY LIABLE FOR ANY UNAUTHORIZED EXPENDITURES."

VI Purposes For Which Powell Bill Funds Can Not Be Used.

1. Construction, maintenance, or repair on Private Streets
2. Street lighting
3. Purchase or maintenance of parking meters
4. Construction or maintenance of off-street parking areas or facilities
5. Street name signs
6. Leaf vacuums
7. Street repairs necessitated by utility installation or repairs
8. Installation, repair, removal of underground or overhead utility lines or fire hydrants
9. Garbage or refuse collection or removal, including purchase, operation or maintenance of garbage trucks. (Municipalities with combined street and sanitary departments should be careful with respect to separation of payrolls and purchases.)
10. Salaries or other expenses for traffic police officers
11. Police cars and motorcycles
12. Construction or maintenance of streets outside corporate limits even though on municipally owned property
13. Thoroughfare Planning Studies or Pavement Management System Studies, and Bicycle Pedestrian Planning Grant
14. Construction of equipment shed for housing street equipment

15. Indirect costs such as budget administration, data processing, office equipment, etc.
16. Mowing along state system streets

IF YOU ARE NOT SURE IF POWELL BILL FUNDS MAY BE USED FOR A PARTICULAR PURPOSE, CONSULT WITH THE CITY'S FINANCE DIRECTOR WHO WILL CONSULT WITH THE STATE'S POWELL BILL UNIT AND OR OUR ATTORNEY AND ADDRESS YOUR QUESTION

DRAFT



BOARD OF ALDERMEN AGENDA ITEM SUMMARY

DATE: July 3, 2023 DEPARTMENT: Development Services/Admin

PRESENTED BY: Travis Henley and Dorrie Dutton

ITEM SPONSORED BY: Development Services

ITEM/TOPIC: Membership in a Regional Planning Organization

COST: Varies BUDGET LINE ITEM: Contract Services-Development Services and Admin

JUSTIFICATION: Because the region is growing so much, there are several options for joining a regional planning organization. We are currently a member of the Cape Fear Rural Planning Organization. They focus on transportation and are more centrally located. The Wilmington MPO offers transportation serves, TIA and development plan reviews. The Grand Strand Metro Planning organization is focused on transportation.

IMPACT IF NOT APPROVED: _____

We could continue our membership with the Cape Fear Rural Planning Organization.

DEPARTMENT HEAD COMMENTS: All three organizations offer varying degrees of support for State Transportation Improvement Projects (STIP), plans and studies, and TIA reviews. Staff needs direction from the Board as to which route to pursue. The process is likely long and the City is under no obligation to join either the Wilmington MPO or the Grand Strand MPO.

CITY MANAGER COMMENTS: _____

Travis, Dorrie and I met with the Grand Strand Executive Director and were very impressed with their presentation and the ability to fund projects for the southern communities of Brunswick County. In doing research checks with those towns, most were very positive.

In order to join Wilmington or Grand Strand, we must have towns near us join and right now, we are not sure what they will do.

ATTACHMENTS: Information on each organization

REQUESTED ACTION: Discuss the benefits of each of these organizations to determine which of these makes sense for Southport. We need some direction, as the Wilmington Urban Area Metro Planning Organization needs a response by the end of July. GSATS needs a response by the end of the year at the latest.

PROPOSED MOTION: Motion to extend our support for (Name of Organization) for Southport to join as our Regional Planning group.

WILMINGTON URBAN AREA METROPOLITAN PLANNING ORGANIZATION

MISSION: To create and execute continuing, cooperative, and comprehensive regional long-range planning efforts that proactively drive transportation decisions to improve safety, connectivity, economic development, and quality of life in the Wilmington region.

Current Members and Facts:

Counties: New Hanover, Brunswick County, Pender County

Municipalities: Wilmington, Wrightsville Beach, Carolina Beach, Kure Beach, Belville, Leland, Navassa

Established in 1978, once the Wilmington urban area reached a population of 50,000

The Metro Planning Area shall encompass the entire urban area AND the contiguous areas that are expected to be urbanized within a 20-year forecast.

Six Major Projects as Identified by the 2022-2026 Strategic Plan:

- Cape Fear Memorial Bridge Replacement
- Hampstead Bypass A Section
- Military Cutoff/Eastwood Interchange
- Independence Boulevard Extension
- MLK/Kerr Interchange
- MLK/Market/Eastwood Interchange

Notable Past Long Range Planning Projects:

- Kure Beach Bicycle and Pedestrian Plan
- Navassa Streets Plan
- Walk Wilmington Update
- US 17 Corridor Study

Technical Services provided during FY 21-22:

- 67 Traffic Impact Analysis reviews
- 998 development reviews
- 503 traffic counts

GRAND STRAND METROPOLITAN PLANNING ORGANIZATION

GSATS is the designated Metropolitan Planning Organization responsible for carrying out the urban transportation planning process for the Grand Strand area.

GSATS provides the forum for cooperative decision making in developing regional transportation plans and programs to meet changing needs. It is composed of elected and appointed officials representing local, state, and federal governments or agencies having interest or responsibility in comprehensive transportation planning.

Current Members and Facts:

Counties: Horry County, Georgetown County, Brunswick County

Municipalities: Ocean Isle Beach, Shallotte, Myrtle Beach, Georgetown, Conway, Surfside Beach, Pawleys Island, Briarcliffe Acres, N. Myrtle Beach, Calabash, Carolina Shores, Holden Beach, Sunset Beach, Varnamtown, Sunset Beach

Established in the 2000's, once the population of the area reached 200,000 people. In 2012, GSATS entered into an MOU with many NC government agencies to create a bi-state MPO.

Membership must be contiguous to other communities. (If St. James or OKI don't join, Southport is not able to join)

Will likely be opening an other office on the NC side of the organization.

Major Projects:

- Holden Beach Causeway Corridor Study
- Carolina Bays Parkway Extension (SC 9 to US 17)
- SC Hwy 90 Corridor Study (SC 90 between US 501 Bus to US 17)
- Metropolitan Transportation Plan Update
- Brunswick County Comprehensive Transportation Plan
- NC Moves-long range transportation visioning
- Great State Trail Plan network of trail systems that interconnect regionally

Other Projects:

- Bike lane projects in Ocean Isle Beach and Holden Beach
- Wall St/Main St in Shallotte-signal system
- Safe Streets for All (bike and pedestrian-near Leland)
- Traffic counts and studies

CAPE FEAR RURAL TRANSPORTATION PLANNING ORGANIZATION

The RPO serves as the intergovernmental organization for local elected officials, the NCDOT, and residents of the region to work cooperatively to address transportation issues within the Cape Fear RPO boundary. Some of the priorities include developing long-range and regional transportation plans, developing and prioritizing transportation projects that should be included in the State Transportation Improvement Plan, and conducting transportation studies and surveys for local governments and other interested entities.

Current Members and Facts:

Counties: Brunswick, Columbus, Pender

Municipalities: Bald Head Island, Boiling Springs Lakes, Oak Island, **Southport**, St. James, Surf City, Topsail Beach, Burgaw, Whiteville. The Cape Fear RPO was established in 2001 through a memorandum of understanding between NCDOT, Brunswick, Columbus, and Pender Counties, and the Cape Fear Council of Governments.

Major Projects:

- US 74 overpass at Old 74 Hwy (complete)
- NC 211 widening in Brunswick County (underway)
- NC 87 widening (FY25-27)
- US 17 interchange at NC 211 (FY 22-25)
- Roundabout at Walker/Wilmington St, Burgaw
- Brunswick County Comprehensive Transportation Plan
- Southport Pedestrian Transportation Plan

Other Projects:

- Cape Fear Regional Bicycle Plan
- NC 211/East Coast Greenway Feasibility Study (RFQ available)



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: 7/13/2023

DEPARTMENT: Development Services

PRESENTED BY: Todd Coring; Police Chief; Dorothy Dutton, Assistant City Manager; and Travis Henley, Development Services Director

ITEM SPONSORED BY: Development Services Department, Police Department, City Manager's Office

ITEM/TOPIC: Noise Ordinance Amendments

COST: N/A

BUDGET LINE ITEM: N/A

JUSTIFICATION: Staff is presenting proposed amendments to the City's Noise Ordinance, found in Chapter 9, Article 2, Division 3 of the Southport Code of Ordinances. These amendments are intended to help increase the effectiveness of the City's efforts to regulate noise and protect the quality of life currently enjoyed within the City, while at the same time providing clarity for staff and the public for what noises are and are not allowed within the City.

IMPACT IF NOT APPROVED: The existing Ordinance remains in effect.

DEPARTMENT HEAD COMMENTS: The draft language attached to this item is seen as an improvement over the current Ordinance as it provides more clarity regarding what sorts of noises are and are not violations, reduces ambiguity in the terms referenced within, and provides clear direction on identifying and citing violators of the Ordinance. Modifications have been made to the draft language, based on some Board members feedback, which can be found in red in the attachment. Additional modifications were made about exemptions for city vehicles and refuse pickup operations, which can be found in the attached ordinance draft.

CITY MANAGER COMMENTS: A few of the Board wished to amend our draft Ordinance so that it was regulated based on closeness to residents, but we later realized that was not going to be enforceable and the refuse company was not going to go back and forth to pick up refuse at different times. It has been suggested that the start time be 6 am for refuse and city vehicles. I have asked the General Manager of GFL to have a trial run at 6 am to see if that would work for him, and so far it appears to be working OK. A representative of GFL will be at your Workshop meeting to answer questions and give feedback.

ATTACHMENTS: Memo outlining proposed noise ordinance, draft noise ordinance, and the current noise ordinance.

REQUESTED ACTION: Review and approve the updated Noise Ordinance located in Chapter 9, Article 2, Division 3 of the Southport Code of Ordinances.

PROPOSED MOTION: Motion to approve the updates to Chapter 9, Article 2, Division 3 of the Southport Code of Ordinances as presented in this report.



BOARD OF ALDERMEN

MEMORANDUM

To: Mayor Joseph P. Hatem, Members of the Board of Aldermen
From: Development Services, Police, and City Manager's Office Staff
Date: July 13, 2023
Re: Noise Ordinance Amendments

Overview

Members of the Police Department, City Manager's Office, and Development Services Department have collaborated to provide a proposed update to the City's Noise Ordinance, found in Chapter 9, Article 2, Division 3 of the Southport Code of Ordinances. These amendments are intended to provide more clarity to the purpose and intent of the City's noise regulations, provide definitions to certain terms to remove elements of subjectiveness, and provide more certainty to the process for violations of the City's noise regulations. The draft Ordinance was the result of a collaborative effort across multiple City departments and has also been reviewed by the City Attorney.

Proposed Amendments

As shown in the attached draft language, Section 9-91 is proposed to be amended to establish a statement of policy and provide overarching definitions for use within the Noise Ordinance. Specifically, the draft ordinance defines the following terms:

- Reasonable
- Reasonable Person
- Disturbing
- Unreasonably Loud Noise

Within the current ordinance, Section 9-92 contains a number of specific noises expressly prohibited but is rather subjective in the manner in which it prohibits a number of different types of noise. The proposed Section 9-92 instead takes a more broad approach, referencing the conditions established in draft Section 9-91, to make it unlawful to "make, allow, continue, or assist in making" undesired noises as laid out in that section. Additionally, the draft Section 9-92

establishes factors to be considered in determining whether a noise constitutes a violation, including but not limited to:

- Proximity to sleeping facilities
- Land Use, Nature, and Zoning of the area
- Time of day or night
- Duration
- Whether the sound is recurrent, intermittent, or constant.

These proposed changes help Police Officers, Code Enforcement Officers, and any other member of Staff enforcing the noise ordinance to make a reasonable decision as to whether the noise is a violation or not, helps ensure that different scenarios are treated fairly, while also reserving the ability to consider unique contexts as well.

Within draft Section 9-93, certain noises are expressly prohibited, including the catch-all that “any other unreasonably loud noise as determined by a reasonable person with ordinary sensibilities” is also prohibited. Furthermore, in a similar manner to the regulation of amplified sound in the current Section 9-93, the draft Ordinance includes a section covering noises that are prohibited at certain times of the day, which includes music, parties, vehicles, and construction activities. The specific times at which these regulations apply are consistent with the current noise ordinance regulations. Finally, any noise clearly audible at a distance of 500 feet from the property line of the property or location originating the sound is prohibited as well. Note that this section was updated following Board feedback from their April 11, 2023 workshop.

Following feedback from the Board at their June 8, 2023 meeting, an additional subsection was added to address refuse pickup operations, with the language providing for noise generated by refuse pickup operations permissible after 6:00 am.

In draft Section 9-94, specific noises are generally exempted from the regulations of the noise ordinance “unless they produce a risk of serious or unnecessary bodily harm.” Those noises include:

- City Work
- Community Events
- Sporting Events
- Ordinary Use of Power Tools (when compliant with other draft sections)
- Emergency Work and Equipment
- Safety Signals

Finally, within Draft Section 9-95, responsible parties for violations of the noise ordinance are established. It is also clarified that anyone found as a responsible party may be issued a civil citation in accordance with the fee schedule outlined in Section 9-95.B, specifically that the first violation shall receive a civil citation of \$50, the second is \$100, and each subsequent violation

shall be assessed a \$200 fine. Included within this language is the ability for the city to also consider any other appropriate equitable remedies in the enforcement of the Noise Ordinance, and the establishment that the Police Department, Code Enforcement Officer, and any other entity designated by the City Manager may enforce the provisions of the Noise Ordinance. Additionally, Section 9-95.E has been added to provide an appeal mechanism for noise ordinance violations. This appeal process requires an individual found to have violated the Noise Ordinance to submit a written appeal of the violation or penalty within thirty (30) days following receipt of the violation or penalty to the City Clerk. Appeals are made to the Chief of Police and City Manager jointly, who shall hold a public hearing to hear from the appellant and from the officer or employee that issued the violation or penalty, and shall have the power to affirm, modify, or void the violation or penalty, and shall provide their decision within ten (10) days following the hearing on the appeal.

Staff Recommendation

Staff is proposing the draft Noise Ordinance amendments in order to increase the effectiveness of the City's efforts to regulate noise and protect the quality of life that residents and visitors to Southport have come to enjoy. Staff offers the attached noise ordinance update for the Board's consideration and respectfully recommends approval of the ordinance change as presented.

CHAPTER 9.

Division 3. Noise

Sec. 9-91. Statement of Policy; Definitions.

It is the goal of the City of Southport to maintain a peaceful community while recognizing that certain noises are generated by the economic and recreational activity of our lively community. The City of Southport hopes to encourage such activity but ensure that there are time periods which residents can rest and expect peaceful enjoyment of their residences, undisturbed by unacceptable levels or types of noise.

Reasonable-reference to the normal expectations for sound during normal waking hours versus the normal expectations for sound during normal sleeping hours. A higher level of sound is acceptable during the day and a lower level of sound acceptable during the night. A higher level of noise should be expected and tolerated within a commercial district and a lower level of noise should be expected in a residential district within the City.

Reasonable Person-one who is fair and sensible. Although enforcement of this chapter shall often be the result of a complaint received by the City, in each instance, the City of Southport police officer or Code Enforcement officer shall separately determine, whether the noise in questions is at a “reasonable” level pursuant to the provisions of Division 3.

Disturbing-perceived by a person of ordinary sensibilities as interrupting the normal peace and calm of an area.

Unreasonably Loud Noise- noise which is loud, raucous and disturbing which unreasonably obstructs, disturbs, injures, or endangers the comfort, health, peace, or safety of reasonable persons of ordinary sensibilities.

Sec. 9-92. General Prohibition

(A.) It shall be unlawful for any person, firm, or corporation to make, allow, continue, or assist in making any:

- 1). unreasonably loud noise;
- 2). any noise which unreasonably disturbs, injures, or endangers the comfort, health, safety, or peace of reasonable person of ordinary sensibilities within the jurisdictional area of the City; or
- 3). Any noise which is so harsh, prolonged, unnatural, or unusual in time or place as to cause unreasonable discomfort to any person to any person with ordinary sensibilities residing, working, or visiting in the area.

(B.) Factors for determining the unreasonableness of a noise includes, but not limited to, the following:

- 1). The proximity of the sound to sleeping facilities;
- 2). The land use, nature and zoning of the area from which the sound emanates from and the area where it is received;
- 3). The time of day or night that the sound occurs;

- 4). The duration of the sound; and
- 5). Whether the sound is recurrent, intermittent, or constant.

Sec. 9-93. Noises Specifically Prohibited.

(A.) The noises listed are specifically prohibited:

1. Noises intended to disturb;
2. Horns, sirens, or signaling devices;
3. Television sets, radios, musical instruments, amplification devices;
4. Yelling, shouting, and the like;
5. Frequent, constant, or continual noise from any animal;
6. Vehicles and watercraft;
7. Loading, unloading, or waste disposal;
8. Alarms for vehicles or homes;
9. Compression release engine braking (air brakes); and
10. Any other unreasonably loud noise as determined by a reasonable person with ordinary sensibilities.

(B). Noises Prohibited at Certain Times. The following noises are declared to be in violation of Chapter 9. Article II. Division 3 if generated between the hours of 9:00 p.m.-7:00 a.m. on Sunday-Thursday nights, and 11:00 p.m.-7:00 a.m. on Friday-Saturday nights, **or as otherwise stated below**. This is not an all-inclusive list.

1. Outdoor use of television sets, radios, or music amplification devices.
2. Indoor use of musical instruments, amplification devices, and the like.
3. Yelling, shouting and the like.
4. Parties.
5. Fireworks.
6. Vehicles.
7. Loading or unloading commercial vehicles.
8. Construction activity. Demolition, alteration, repair of any residential or commercial building is only permitted between the hours of 7:00 a.m. and 6:00 p.m. Monday through Saturday. No construction activity may take place on the following holidays: Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.
9. Refuse Pickup. Noise generated by municipal vehicles and trash pickup operators shall be prohibited prior to 6:00 a.m.

(C.) Any noise or sound that is clearly audible at a distance of 500 feet from the property line of the property or location originating the sound.

Sec. 9-94. Noises Generally Exempt from This Chapter.

The following noises and activities are exempt from the provisions of this division unless they produce a risk of serious or unnecessary bodily harm:

(A.) City work. The sounds produced by City vehicles, employees and contractors engaged in critical or emergency duties, or the normal daily operations of the City, except as provided in Section 9-93(b)(9).

(B.) Community events. The noise and sounds occurring from a non-recurring community event, government event, or institutional entity (church, school, hospital).

(C.) Sporting events. The noise and sounds generated from a sporting event held at a school, or City-owned property.

(D.) Ordinary use of power tools. The ordinary use of noise-causing tools such as a lawnmower, weed-trimmer, chainsaw, as long it complies with Sec. 9-93. B.8.

(E.) Emergency work and equipment. Noises occurring for the purpose of alleviating physical trauma or property damage. This includes the operation of generators and emergency service vehicles.

(F.) Safety signals. Noise of safety signals, warning devices, including lightning detectors, provided the signals are used for promoting public health and safety. **Sec 9-**

95. Responsible Parties; Notice of Violation.

(A.) Any person who creates or assists in creating any violation of this chapter may be issued a civil citation and will be held liable for penalties as defined in Sec. 9-95. (B.).

1.) This includes the person, or group of people, who creates the noise, but also any person that owns, manages, leases, occupies, or operates any location in which the noise is generated.

(B.) Any person, group of people, business, or organization that is found in violation of this ordinance and has been issued a civil citation, is subject to the following penalty schedule:

1 st Noise Violation	\$ 50.00
2 nd Noise Violation	\$ 100.00
3 rd and each subsequent violation	\$ 200.00

(C.) In addition to the penalties provided for above, the City may enforce the provisions of this Division by any appropriate equitable remedies.

(D). This Division may be enforced by the City's Police Department, Code Enforcement officer, and/or by any employees of the City as designated by the City Manager.

(E.) Violations and penalties issued pursuant to the provisions of this Section may be appealed to the Chief of Police and City Manager by filing a written appeal with the City Clerk within thirty (30) days of the date of the citation. The Chief of Police and City Manager shall hear from the appellant and the employee or officer that issued the violation and/or penalty in a hearing. Based upon statements provided, the Chief of Police and City Manager shall have the power to affirm, modify, or reverse the violation or penalty and shall provide their decision in writing to the appellant entity no later than ten (10) business days following the date of the hearing.

DIVISION 3. NOISE¹

Sec. 9-91. Unnecessary noises prohibited.

It shall be unlawful for any person, firm or corporation to create or assist in creating any unreasonably loud, disturbing sound levels in the city, taking into consideration volume, duration, frequency and other characteristics of the sound.

(Ord. of 2-9-95)

Sec. 9-92. Certain noises expressly prohibited.

The following acts or activities, among others, are hereby declared to be unreasonably loud, disturbing sound levels, in violation of this section, but said enumeration shall not be deemed to be exclusive:

- (1) The sounding of any horn or signal device on any automobile, motorcycle, bus or other vehicle while not in motion, except as a danger signal if another vehicle is approaching apparently out of control, or if in motion, only as a danger signal after or as brakes are being applied and deceleration of the vehicle is intended; the creation by means of any such horn or signal device of any unreasonably loud, disturbing sound level; and the sounding of such device for any unreasonable period of time.
- (2) The sounding of any gong, bell or siren wherever located such that a reasonably prudent person would recognize as likely to unreasonably disturb persons in the vicinity except for the use of a gong or siren upon a police, fire or other emergency vehicle, or by a church or school.
- (3) The playing, use or operation of any radio, musical instrument, electronic sound amplification equipment or other similar device in such manner or with such volume so that a reasonably prudent person would recognize as likely to unreasonably disturb persons in the vicinity, except with an appropriate permit.
- (4) The keeping of any animal or bird which makes frequent or long continued sounds such that a reasonably prudent person would recognize as likely to unreasonably disturb persons in the vicinity.
- (5) The use of any automobile, motorcycle or other vehicle so out of repair, so loaded, or in such manner as to create unreasonably loud, disturbing sounds.
- (6) The discharge into the open air of the exhaust from any steam engine, stationary internal combustion engine, or motor vehicle engine, except through a muffler or other device which will prevent unreasonably loud, disturbing sounds therefrom.

¹Editor's note(s)—Ord. of February 9, 1995 repealed in their entirety §§ 2-91 and 2-92, and enacted new §§ 2-91—2-93 as set out herein. Said former sections pertained to similar subject matter and derived from Code 1974, §§ 11.42, 11.43.

State law reference(s)—Authority to regulate noise, G.S. 160A-184.

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- (7) The use of any mechanical device operated by compressed air unless the sound created thereby is effectively muffled and reduced so as not to unreasonably disturb persons in the vicinity.
 - (8) The erection, construction (including excavation), demolition, alteration or repair of any building or structure in a residential or business district other than between the hours of 7 a.m. to 6 p.m. on weekdays of Monday through Saturday, except in the case of urgent necessity in the interest of public safety, and then only with a permit from the building inspector while the emergency continues.
 - (9) The creation of unreasonably loud, disturbing sound levels adjacent to any school, educational facility, church or court during normal operating hours, or within one hundred fifty (150) feet of any hospital, which a reasonably prudent person would recognize as likely to unreasonably interfere with the working of such institutions, provided conspicuous signs are displayed indicating that such area is a school, educational facility, church, court or hospital area.
 - (10) The operating or maintaining of any garage or service station in any residential area so as to cause unreasonably loud, disturbing sounds to be emitted between the hours of 10 p.m. to 7 a.m. on any day.
 - (11) The use of any mechanical or electronic sound amplification equipment for advertising or solicitation purposes, except with an appropriate permit.
 - (12) Shouting or using any drum, loud speaker or other instrument or device for the purpose of attracting attention to any performance, show or sale or display of merchandise, except with an appropriate permit.
 - (13) The firing or discharging of firecrackers, guns, gunpowder or any other combustible substance such that a reasonably prudent person would recognize is likely to unreasonably disturb persons in the vicinity.

(Ord. of 2-9-95)

Sec. 9-93. Regulation of amplified sound.

It shall be unlawful for any person, entity or establishment to play, operate, cause to be played or operated, or allow to be played or operated, any musical instrument, radio, amplified music or other sounds in a courtyard or other outdoor area which is not in a completely enclosed structure during the following hours at the indicated volumes:

- (1) Between 8:00 p.m. and 10:00 p.m. on Sunday through Thursday nights when such sound is clearly audible at a distance of one thousand (1000) feet from the point of origin of said sound.
- (2) Between 9:00 p.m. and 11:00 p.m. on Friday and Saturday nights when such sound is clearly audible at a distance of one thousand (1000) feet from the point of origin of said sound.
- (3) Between the hours of 10:00 p.m. and 7:00 a.m. the following morning on Sunday through Thursday nights when such sound is clearly audible at a distance of five hundred (500) feet from the point of origin of said sound.
- (4) Between the hours of 11:00 p.m. and 7:00 a.m. the following morning on Friday and Saturday nights when such sound is clearly audible at a distance of five hundred (500) feet from the point of origin of said sound.

(Ord. of 6-13-02(1))

Sec. 9-94. Specific permits.

Any person wishing to engage in activities regulated by this chapter may do so only when a specific permit is approved by the city. Applications shall be submitted on forms supplied by the city. The permit shall not be unreasonably withheld and may contain appropriate conditions, including maximum decibel levels, designed to minimize the disruptive impact. Permits for activities which are significantly for religious or political purposes shall be granted, subject only to reasonable time, place and manner restrictions. Permits issued under this section may specify that the permission granted will continue for a stated period of time or until revoked. Any permit may be revoked if it is determined that the authorized activity has resulted in generation of unreasonably loud, disturbing sound levels.

In case an application is denied, a permit is approved with conditions unacceptable to the applicant, or a permit is revoked, the applicant may appeal to the board of aldermen for appropriate relief by written request.

(Ord. of 2-9-95)



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: July 13, 2023

DEPARTMENT: Development Services, City Manager

PRESENTED BY: T. Henley, Development Services Director

ITEM SPONSORED BY: T. Henley, Development Services Director

ITEM/TOPIC: Encroachments within City Rights-of-Way

COST: Unknown

BUDGET LINE ITEM: Would come from Code Enforcement Line Items

JUSTIFICATION: Staff has encountered numerous issues with the enforcement of the current City ordinance as it relates to right-of-way encroachments, specifically with regard to landscaping, paving, and other improvements and/or activities undertaken by residents within the Right-of-Way. Through various meetings and workshops, Staff has developed options for proposed ordinance amendments to address the matter and we are ready to begin a PR campaign on the matter once the Board has provided their direction on a course of action.

IMPACT IF NOT APPROVED: Staff will continue to encounter examples of uneven enforcement over time, which leads to unfair and inequitable outcomes for citizens and property owners throughout the City and significantly impacts Staff resources that could otherwise be devoted to other pressing matters.

DEPARTMENT HEAD COMMENTS: Staff recommends that the Board provide their feedback on the proposed amendments. With that direction, Staff can begin the process of public engagement on the matter.

CITY MANAGER COMMENTS: The staff and I are looking for recommendations as to how to proceed and we should start a program sooner rather than later as we can always tweak it as we go along. There has been a lot of publicity on this, and the public is anxious to see what the outcome will be on this topic. If you wish to hold public workshops on this topic, then you should set those dates soon so by fall, we can move to enforce whatever you decide. We also look forward to hearing your thoughts on public outreach groups we can go to once we start the PR Campaign.

ATTACHMENTS: Memo, Draft Language

REQUESTED ACTION: Staff requests the review and selection of desired ordinance amendments, and the direction to begin the public input process.

PROPOSED MOTION: Motion to select [insert desired direction here] for managing and mitigating right-of-way encroachments and directs staff to begin the public input process.



BOARD OF ALDERMEN

MEMORANDUM

To: Mayor Joseph P. Hatem, Members of the Board of Aldermen
From: Development Services Staff
Date: July 13, 2023
Re: Right-of-Way Encroachments – Ordinance Language

Background and Impetus for Study

Over time, City Staff have encountered numerous issues with regard to what is and is not allowed to be placed within City rights-of-way. It has become readily apparent that different rules have applied to different citizens over time and that there is no uniform standard for how existing Ordinances have been enforced, if they were enforced at all. This experience led Staff to begin the process of addressing this issue with input once and for all, in an effort to ensure that we have clear direction with regard to permitting and enforcement and that the public has clear and concise guidelines as to what they are and are not allowed to do within City rights-of-way.

City of Southport Staff respectfully submit the following as a recommendation for addressing encroachments within City rights-of-way. This recommendation has been drafted in an attempt to balance the traditional approach the City has taken with regard to rights-of-way and the needs of emergency services and infrastructure maintenance and installation as the City continues to modernize and grow.

Recommended Ordinance Amendments

Currently, City regulations prohibit anything to be placed within the right-of-way that extends above the horizontal plane of the ground, as referenced both within the Code of Ordinances and within the Unified Development Ordinance. Following feedback from the Board of Aldermen, Staff have drafted language that clarifies what is intended by “horizontal plane of the ground” and provided other mechanisms to ensure that City ROWs remain clear and safe for vehicular and pedestrian movement.

Following feedback at the June 2nd, 2023 Board of Aldermen Agenda Review Workshop, Staff present the following options for consideration. The proposed draft language options may be found as an addendum to this report.

Section 16-8. Obstruction of Public Rights-of-Way

The current language found within Section 16-8 would provide for the prohibition of any improvements within the right-of-way except as explicitly allowed by this section. Furthermore, subsection b. includes the ability for businesses or other legal entities within the CBD and BD zoning districts to place objects upon sidewalks in accordance with the various provisions of this section, including maintaining ADA compliance.

For the Board's consideration are two additions to Section 16-8. The first would provide an allowance for up to two (2) parking spaces to be constructed within the right-of-way by a residential property owner if that property is exempt from the off-street parking requirements of the Unified Development Ordinance. This parking shall be sized in accordance with the UDO standards for dimensions, shall be surfaced in accordance with the UDO standards for driveways, and shall not be reserved for use by the property owner due to the parking being within a public right-of-way. Such a project shall require the review and approval of the Development Services Director, Public Services Director, and Fire Marshal, and the City would maintain the right to remove said parking in accordance with Section 16-10 (discussed below).

Additionally, a second new subsection provides the ability for property owners (and the City) to place vegetation or other protective measures within ten (10) feet of the base of a City Tree for the purpose of protecting the root system and otherwise limiting damage to the tree. Placement of such measures shall require review and approval by the same entities mentioned above. Finally, a clarification is made to draft subsection c. by explicitly stating that ADA provisions for unobstructed clearance cannot be violated.

Section 16-10. Existing Encroachments on Rights-of-Way

The current language within this section provides the mechanism by which the City's Code Enforcement Officer handles encroachments within rights-of-way. As currently written, the ordinance provides no opportunity for grandfathering, and as such, the "no grandfathering" option is simply to enforce the current ordinance as written.

If grandfathering of existing encroachments is desired, Staff have identified two potential options. Both options state that encroachments existing prior to the adoption date of the Ordinance shall be permitted to remain, so long as they do not interfere with the free passage of persons or vehicles or otherwise create a hazard for the public. These encroachments shall be permitted to remain until such time as the City desires to remove them but shall not be expanded in any dimension. The City shall not be held liable for the removal of the encroachment and shall levy the cost of the removal in accordance with the provisions of Section 16-10(a).

The only difference in the two options lies in the abilities granted to property owners following the removal of an encroachment. Option 1 states that any future encroachment must comply with the Ordinance, while Option 2 would allow for encroachments to be replaced following the City's reason for removal if replacement is possible following the City project.

Appendix A - Enforcement of Encroachments

The following information was presented to the Board at its March 3, 2023 meeting and is presented again in the same form for the purpose of providing additional context.

Allowable encroachments within City rights-of-way shall be reviewed and approved via a City-issued Right-of-Way Encroachment Permit. Any such Ordinance amendments within the Unified Development Ordinance shall include ordinance language outlining the permit process. Such permit shall be reviewed and approved by the following entities:

- UDO Administrator or Designee (could include City Planner, Permit Technician, and/or Code Enforcement Officer)
- Public Services Director or Designee
- Fire Marshal

Included within the permit process shall be a required acknowledgement to be made by the applicant that, should the City need to perform work within a right-of-way that impacts those encroachments, that the City will remove any encroachments necessary to perform the work and will not be liable for the replacement of those encroachments. Replacing those encroachments shall require the review and approval of a new encroachment permit should such a scenario come to exist. Additionally, such review authority shall also include the ability of Staff to utilize defined discretion in approving permit requests, such as when infrastructure projects are programmed for the subject area within a future city-adopted Capital Improvement Program, that would give Staff the legal authority to deny permit applications for projects which would immediately impact programmed and funded City projects.

In the case of existing right-of-way encroachments, Staff recommends the establishment of a grace period not to exceed six (6) months in order for citizens of the City to remove encroachments from the City's rights-of-way that violate the updated Ordinance language. The grace period shall include an aggressive public relations campaign to ensure citizens know of the new language, and Staff will begin the process of identifying Ordinance violations and attempting to work with citizens to begin the process of rectifying those issues either via removal or via permitting, if existing encroachments become allowable under updated language. The public relations campaign will be a joint effort between Development Services and Community Relations and can include, but is not limited to:

- Presentations to boards and community groups;
- Continuous social media engagement;
- Inclusion of fliers in other city mailers;
- Certified mailers to homes with identified violations in the grace period;
- Door-to-door engagement; and
- Anything else recommended by the Board, Community Relations, etc.

Beyond the grace period, City Staff, including Development, Emergency, and Public Services personnel, will work collaboratively on an active process to remove encroachments that cannot be permitted under the new ordinances. Enforcement of right-of-way encroachments shall be conducted via proactive enforcement methods in which Staff shall work to identify new violations and take action appropriately, with complaints from citizens also being fielded and investigated as needed in accordance with previously adopted policies and procedures. The goal with enforcement action remains voluntary compliance on the part of the offending party.

ARTICLE I. IN GENERAL

Sec. 16-1. Injury to streets or sidewalks.

No person shall injure, deface or mar in any manner whatsoever any of the streets or sidewalks of the city. The city shall have the right and privilege to repair any such injury, defacement or mar and assess the cost thereof against the offender.

(Code 1974, § 5.12)

Sec. 16-2. Sidewalk construction.

No sidewalk of any description shall be built by any person of any brick, wood or other material without a written permit from the city.

(Code 1974, § 5.13)

Sec. 16-3. Streets not to be damaged.

It shall be unlawful for any person to drag, or run, or cause to be dragged or run any harrow or other implement, engine, machine or tool upon any asphalt, bithulitic, warrenite or other type of permanently paved street of the city which shall be liable, in any way to injure or cut the surface thereof. It shall also be unlawful to injure any dirt street in the same manner.

(Code 1974, § 5.15)

Sec. 16-4. House moving.

- (a) *Approval and bond required.* No person shall move any house, building or other structure along, upon or across the public streets or sidewalks without a written permit issued by the building inspector, and a deposit to cover damage done to any street or sidewalk or to any property of any person or the city. This deposit shall be in the sum of five thousand dollars (\$5,000.00) and shall be delivered to the city at least one (1) city business day prior to moving any structure within the city limits or its extraterritorial jurisdiction. Such deposit may be cash, certified or cashier's check, or a bond issued by a surety licensed to do business in North Carolina. This deposit may be used by the city to pay for any damage done to any street or sidewalk or to any property of any person or the city resulting from the moving of any house, building or other structure. After completion of the move, the building inspector and public services director shall make an inspection to determine if any damage occurred as a result of said move, and any portion of said deposit not required in order to pay for damages shall be returned to the applicant.
- (b) *License requirement.* No person may move a house, building or other structure along, upon or across the streets, sidewalks or other public ways of the city without first being licensed as a house mover by the North Carolina Department of Transportation or its successor agency as provided in G.S. ch. 20, art. 16 as it presently exists or shall be hereafter amended. Provided, however, that such license shall not be required for individuals moving their own buildings from or to property owned individually by those persons. This section shall not relieve an individual of the requirement of posting a deposit, or obtaining a permit as hereinafter

provided, nor shall it relieve an individual of the requirement that the applicant prove their financial responsibility as hereinafter provided.

- (c) *Permit requirements and procedures.* No person may move a house, building or other structure along, upon or across the streets, sidewalks or other public ways of the city without first obtaining a permit from the city building inspector. Any person wishing to obtain a permit shall apply to the building inspector on a form approved by the city for a permit at least two (2) weeks prior to the date that the person wishes to move the structure. The building inspector may reduce the two (2) week period for good cause shown. The application shall be completed in its entirety and shall be accompanied by an application fee to be set by the board of aldermen and also by the following: (i) a travel plan. The travel plan shall show the proposed route, the time estimated for each segment of the move and a plan to handle traffic so that no one (1) delay to other roadway users shall exceed twenty (20) minutes. In addition, the travel plan will show all intersections, traffic lights and other locations where a bottleneck of traffic could potentially be created; (ii) proof that the applicant has made satisfactory arrangements with any person or other entity whose power, telephone, cable television or other lines will be affected by the move; (iii) a list and description of all utilities, trees and other equipment, poles, structures and appurtenances which will need to be altered or moved along the route of the travel plan; (iv) a list of all services required from the city with regard to police personnel, personnel of the public services department, and other personnel of the city, including but not limited to the number of personnel needed, manpower hours estimated to be used, and such other information as may be required by the city in order to estimate the cost of the move to the city.
- (d) *Proof of Financial Responsibility.* In addition to the other requirements set forth in subsection (c) above, the applicant must file documentation of their financial responsibility. All applicants shall possess motor vehicle insurance for bodily injury to or death of one (1) or more persons in any accident, and for injury to or destruction of property of others in any one (1) accident with a minimum coverage of three hundred fifty thousand dollars (\$350,000.00) combined single limit of liability. Additionally, the applicant shall have in effect comprehensive general liability insurance with a minimum coverage of three hundred fifty thousand dollars (\$350,000.00) combined single limit of liability, including coverage of operations on state streets and highways that are not covered by motor vehicle insurance, and workers' compensation insurance complying with the requirements of G.S. ch. 97. Proof of all insurance coverage effective through the date of the proposed move issued by the insurance carrier(s), equivalent to that required for licensed house movers by G.S. § 20-359.1 as it presently exists or may be hereafter re-codified, shall be considered satisfactory proof of financial responsibility and the fact that an applicant is licensed as a house mover by the department of transportation shall be sufficient to prove his compliance with this section. In the case of an individual moving their own structure to or from their own property and not required to be licensed as a house mover, the applicant must provide documentation satisfactory to the building inspector that the applicant has appropriate and adequate insurance coverage and a copy of this documentation shall be kept on file in the building inspector's office until the move is completed. The adequacy of the insurance coverage shall be determined in the reasonable discretion of the issuing officer or city manager based upon all circumstances disclosed in the application and supporting documentation.
- (e) *Issuance of permit.* The applicant shall review their travel plan with the building inspector and the chief of the police department or his designee and if the route cannot accommodate the move due to roadway weight limits, or will cause undue interruption of traffic flow or will otherwise create an unduly hazardous condition, the permit shall not be issued. Approved travel plans are required before obtaining a permit. Permits will not be issued for holidays, weekends or evening hours unless there are extenuating circumstances approved by the building inspector, police chief and public services director. The building inspector shall review the application with the director of the public services department to determine that the applicant has made satisfactory arrangements for the disconnection of all public utilities under the control of the city and that the disconnections can be accomplished in an appropriate manner. Nothing contained herein shall be interpreted to require the building inspector to issue a permit if, in his judgment, the proposed move cannot be made safely, or if, in his judgment, the applicant has not made appropriate

arrangements with power, telephone, cable television or other utility suppliers, or if, in his judgment, the applicant has not made appropriate arrangements with the city for the disconnection of public utilities under the control of the city.

- (f) *Conditions for voiding permit.* The permit may be revoked by the building inspector or any police officer of the city if any conditions of the permit are violated. Upon any violation, the permit must be surrendered upon demand of the building inspector or a police officer and a new permit obtained before proceeding. Misrepresentation of information on application to obtain a permit, fraudulently obtaining a permit, alteration of a permit or unauthorized use of a permit will render the permit void.
- (g) *Appeal.* An applicant shall have the right to appeal the denial of his application to the city manager within ten (10) days of the mailing of notification of the denial of the permit to the address given in the application. Any such denial shall be without prejudice to the applicant's rights to submit another application with alternate plans until an acceptable route is determined, if such an acceptable route exists. In addition, the applicant may appeal the revocation of the permit to the city manager within ten (10) days of notification of revocation.
- (h) *Liability of mover.* The permittee shall be responsible for injury to persons or damage to property of any kind resulting from his acts or omissions and by accepting the permit agrees to indemnify and hold the city harmless for any claims arising out of his conduct, actions or omissions.
- (i) *Removal and replacement of obstructions.* All obstructions or impediments, including traffic signals, signs, poles and utility lines, will be removed immediately prior to and replaced immediately after the move at the expense of the mover, subject to the approval and satisfaction of the city, provided that arrangements for and approval from the owner of such signals, signs and lines is obtained by the applicant.

(Code 1974, § 5.16; Ord. of 3-11-10(2))

Sec. 16-5. Damage to bridges and culverts.

No person shall injure or misplace any part of any bridge, culvert, ditch and drain or other property belonging to or used by the city, nor place any obstruction in any culvert, ditch or drain, to prevent the free flow of water on or over the streets of the city.

(Code 1974, § 5.17)

Sec. 16-6. Damage to lights and signs.

No person shall injure, tamper with, remove or paint upon or deface any sign, sign post, streetlight, traffic signal or bulletin board or other municipal property upon the streets and sidewalks except employees of the city in the performance of their duties.

(Code 1974, § 5.18)

Sec. 16-7. Display of goods prohibited.

No person shall place for display or sale any goods, wares or merchandise of any kind upon any of the sidewalks of the city.

(Code 1974, § 5.30)

Cross reference(s)—Licenses and business regulations, Ch. 10.

Sec. 16-8. Obstruction of public rights-of-way. (CURRENT)

- (a) Except as specifically set forth in subsection (b) herein or as authorized by a license issued by the board of aldermen, it shall be unlawful for any person to place or cause to be placed on any public street, road, alley, sidewalk or other public right-of-way within the city any wall, fence, gate, brick, stone, wood, rock, vegetation or other structure, material or substance above the horizontal plane of the existing ground. In addition, it shall be unlawful for any person to take any action whatsoever within any public right-of-way which creates a hazardous condition or safety hazard or which otherwise interferes with or obstructs in any manner the passage of persons or vehicles upon or within said public rights-of-way or which obstructs, interferes with or hinders lawful parking within any public right-of-way.
- (b) Nothing herein shall prevent any business or other legal entity located in areas zoned CBD and BD from (i) placing objects which are not otherwise prohibited under the Southport Code of Ordinances on that portion of a sidewalk which is directly abutting the building occupied by such business or entity, provided that said items do not extend more than thirty-six (36) inches into the sidewalk and do not violate section 16-7 of the Code of Ordinances prohibiting the display of goods, or (ii) placing A-frame signs on a sidewalk or right-of-way where specifically allowed under the Southport Unified Development Ordinance. Notwithstanding this, however, no business or other entity may place or cause to be placed any object on a sidewalk so as to violate the provisions of the ADA regarding unobstructed clearance.

(Code 1974, § 5.31; Ord. of 12-11-03; Ord. of 9-9-10; Ord. of 10-11-12)

16-8. OPTION 1

- (a) Except as specifically set forth in subsection (b) herein or as authorized by a license issued by the board of aldermen, it shall be unlawful for any person to place or cause to be placed on any public street, road, alley, sidewalk or other public right-of-way within the city any wall, fence, gate, brick, stone, wood, rock, vegetation or other structure, material or substance above the horizontal plane of the existing ground. In addition, it shall be unlawful for any person to take any action whatsoever within any public right-of-way which creates a hazardous condition or safety hazard or which otherwise interferes with or obstructs in any manner the passage of persons or vehicles upon or within said public rights-of-way or which obstructs, interferes with or hinders lawful parking within any public right-of-way.
- (b) In residentially zoned areas without off-street parking requirements, property owners shall be permitted to improve up to two (2) parking spaces within the right-of-way in front of their property. Dimensional standards and surfacing of these parking spaces shall follow the provisions for driveways as described in the Unified Development Ordinance. Parking spaces constructed by a property owner within a right-of-way shall remain open for public parking and shall not be reserved for the property whose owner constructed the spaces. Such parking shall require the review and approval of the Development Services Director, Public Services Director, and Fire Marshal. The City reserves the right to remove these parking areas for any reason in accordance with Section 16-10.
- (c) Nothing herein shall prevent any business or other legal entity located in areas zoned CBD and BD from (i) placing objects which are not otherwise prohibited under the Southport Code of Ordinances on that portion of a sidewalk which is directly abutting the building occupied by such business or entity, provided that said items do not extend more than thirty-six (36) inches into the sidewalk and do not violate section 16-7 of the Code of Ordinances prohibiting the display of goods, or (ii) placing A-frame signs on a sidewalk or right-of-way where specifically allowed under the Southport Unified Development Ordinance. ~~Notwithstanding this, however,~~ No business or other entity may place or cause to be placed any object on a sidewalk so as to violate the provisions of the ADA regarding unobstructed clearance.
- (d) Vegetation or other protective measures shall be permitted to be placed within ten (10) feet of the base of a City Tree by a neighboring property owner, or by the City, for the purposes of limiting damage to

the tree by nearby parked vehicles. Such action shall require review and approval by the Development Services Director, the Public Services Director, and the Fire Marshal.

COMMENTARY: Section 3.12.B.1 of the City of Southport Unified Development Ordinance states that “all driveways shall be paved with either asphalt or concrete, or with alternative paving material (e.g., concrete pavers, rick, ‘turfstone’ or similar pervious material) determined to exhibit equivalent wear residence and load bearing characteristics as asphalt or concrete.”

(Code 1974, § 5.31; Ord. of 12-11-03; Ord. of 9-9-10; Ord. of 10-11-12)

Sec. 16-9. Construction near sidewalk.

Before building or remodeling at any place where the same is in close proximity to the sidewalk, a passageway shall be constructed so as to leave the sidewalk unobstructed and provide safe and easy passage.

(Code 1974, § 5.32)

Sec. 16-10. Existing encroachments on rights-of-way. (CURRENT)

In the event that the Southport Code Enforcement Officer determines that there exists any encroachment, obstacle, vegetation, wares, goods or other condition within a public right-of-way or sidewalk in violation of section 16-7 or section 16-8 of this Code or which interferes with the free passage of persons or vehicles within said right-of-way or sidewalk, or which otherwise creates a hazard to the public, said code enforcement officer shall attempt to identify the person(s) responsible for said obstacle or encroachment. Upon identification, the code enforcement officer shall notify in writing said responsible person(s) who shall have seventy-two (72) hours from the date of notification to remove said encroachment or condition. In the event that the responsible party fails to remove said obstacle or encroachment within the time allowed, and in addition to other remedies as allowed by law, the city may promptly remove said obstacle or encroachment and shall charge the cost of said removal to the party responsible for said obstacle, encroachment or condition. In the event that the code enforcement officer is not able to identify the responsible party, or if the condition or encroachment creates an imminent and immediate danger to the public, the city may summarily remove said encroachment or other condition within the right-of-way without notice.

Commentary: The current ordinance, enforced as written, provides no opportunity for grandfathering. Thusly, the current ordinance is the “no grandfathering” option and with direction from the Board, Staff would proceed with taking action to remove all encroachments across the City that do not conform to the rest of the Ordinance.

(Code 1974, § 5.34; Ord. of 12-11-03; Ord. of 9-9-10)

Section 16-10 Option 1

- a) In the event that the Southport Code Enforcement Officer determines that there exists any encroachment, obstacle, vegetation, wares, goods or other condition within a public right-of-way or sidewalk in violation of section 16-7 or section 16-8 of this Code or which interferes with the free passage of persons or vehicles within said right-of-way or sidewalk, or which otherwise creates a hazard to the public, said code enforcement officer shall attempt to identify the person(s) responsible for said obstacle or encroachment. Upon identification, the code enforcement officer shall notify in writing said responsible person(s) who shall have seventy-two (72) hours from the date of notification to remove said encroachment or condition. In the event that the responsible party fails to remove said obstacle or encroachment within the time allowed, and in addition to other remedies as allowed by law, the city may promptly remove said obstacle or encroachment and shall charge the cost of said removal to the party responsible for said obstacle, encroachment

or condition. In the event that the code enforcement officer is not able to identify the responsible party, or if the condition or encroachment creates an imminent and immediate danger to the public, the city may summarily remove said encroachment or other condition within the right-of-way without notice.

- b) Right-of-way encroachments existing prior to the adoption date of this ordinance (XX/XX/XXXX) shall be permitted to remain so long as the encroachments do not interfere with the free passage of persons or vehicles or otherwise creates a hazard to the public until such time as the City desires to remove them. Such encroachments shall not be permitted to be expanded in any dimension. The City reserves the right to remove a right-of-way encroachment for any public purpose, shall not be liable for the removal of those encroachments, and shall levy the cost of removal in accordance with Section 16-10(a) above. Following removal, any future encroachment must be done in accordance with the provisions of all applicable ordinances.

Section 16-10 Option 2

- a) In the event that the Southport Code Enforcement Officer determines that there exists any encroachment, obstacle, vegetation, wares, goods or other condition within a public right-of-way or sidewalk in violation of section 16-7 or section 16-8 of this Code or which interferes with the free passage of persons or vehicles within said right-of-way or sidewalk, or which otherwise creates a hazard to the public, said code enforcement officer shall attempt to identify the person(s) responsible for said obstacle or encroachment. Upon identification, the code enforcement officer shall notify in writing said responsible person(s) who shall have seventy-two (72) hours from the date of notification to remove said encroachment or condition. In the event that the responsible party fails to remove said obstacle or encroachment within the time allowed, and in addition to other remedies as allowed by law, the city may promptly remove said obstacle or encroachment and shall charge the cost of said removal to the party responsible for said obstacle, encroachment or condition. In the event that the code enforcement officer is not able to identify the responsible party, or if the condition or encroachment creates an imminent and immediate danger to the public, the city may summarily remove said encroachment or other condition within the right-of-way without notice.
- b) Right-of-way encroachments existing prior to the adoption date of this ordinance (XX/XX/XXXX) shall be permitted to remain so long as the encroachments do not interfere with the free passage of persons or vehicles or otherwise creates a hazard to the public until such time as the City desires to remove them. Such encroachments shall not be permitted to be expanded in any dimension. The City reserves the right to remove a right-of-way encroachment for any public purpose, shall not be liable for the removal of those encroachments, and shall levy the cost of removal in accordance with Section 16-10(a) above. Encroachments permitted to remain under this section shall be permitted to be reconstructed if possible after the public purpose for its removal is complete.

Sec. 16-11. Gates opening on streets and sidewalks.

No gate to any residence, lot or other enclosure in the city shall swing or open outward over the street or sidewalk. Each day any gate is allowed to open outward over the sidewalk or street, shall constitute a separate offense.

(Code 1974, § 5.35)

Sec. 16-12. Throwing or burning trash on street prohibited.

No paper, straw, lemon peel, banana peel, watermelon rind or any trash of any kind shall be thrown or swept upon any sidewalk or street of the city, nor shall any trash, refuse, or rubbish be burned thereon.

(Code 1974, § 5.41)

Sec. 16-13. Snow and ice removal.

Every occupant of a store building in front of which the sidewalk is paved with stone, brick, asphalt or cement, shall remove snow, ice or other obstruction from such sidewalk at the earliest possible time and as soon as the weather permits.

(Code 1974, § 5.43)

Sec. 16-14. Bicycles on sidewalks prohibited.

It shall be unlawful for any person to ride a bicycle on any sidewalk in the business district of the city.

(Code 1974, § 5.44)

Sec. 16-15. Playing ball on streets prohibited.

No person shall play ball or bat or catch-ball on any of the streets of the city.

(Code 1974, § 5.45)

Sec. 16-16. Use of nails and tacks restricted.

It is hereby declared unlawful for any person to drive any nails or tacks in the telephone, telegraph or electric light poles, or in any house or store situated on any sidewalk or streets of the city except by permission of the owner.

(Code 1974, § 5.47)

Sec. 16-17. Permit required for placing poles.

No poles for electric, telegraph, telephone or other purposes shall be placed on any street of the city without a permit therefor being obtained from the city.

(Code 1974, § 5.7)

Sec. 16-18. Permits limited to single lines.

No permit shall be issued for the erection of poles on any street where there exists a line of poles on such street for the purpose of supporting electric, telephone or telegraph wires.

(Code 1974, § 5.8)

Sec. 16-19. By agreement separate lines or wires on same poles.

Whenever any electric, telephone or telegraph company shall desire to place lines or wires along any particular street upon which it does not have a line of poles, but upon which street there exists a line of poles owned by another company then such companies may maintain their wires upon the same poles. If an agreement cannot be reached between the companies owning the poles and the companies desiring to place wires thereon, then the companies may submit the question of compensation to three (3) disinterested persons for arbitration or they may submit the same to the board of aldermen for determination. This section shall apply to poles owned by the city as well as poles owned by companies operating under franchises from the city.

(Code 1974, § 5.9)

Sec. 16-20. Care and inspection of poles.

It shall be the duty of the owners of all poles supporting electric, telephone or telegraph wires to keep the same in a safe condition, and for that purpose inspect the same once every three months.

(Code 1974, § 5.10)

Sec. 16-21. Use of poles and underground conduits for city purposes.

One (1) duct in all underground conduit systems shall be provided for the city free of charge for the city's police or fire alarm telegraph system when required, and the city shall have the use of any and all poles on streets for the same purposes.

(Code 1974, § 5.11)

Sec. 16-22. Railroad crossings—Regulations.

- (a) The board of aldermen may direct, control, and prohibit the laying of railroad tracks and switches in public streets and alleys. All railroad tracks, crossings and bridges shall be constructed so as not to interfere with drainage patterns or with the ordinary travel and use of the public streets and alleys.
- (b) The costs of constructing, reconstructing, and improving public streets and alleys, including the widening thereof, within areas covered by railroad cross-ties, including cross timbers, shall be borne equally by the city and the railroad company. The costs of maintaining and repairing such areas after construction shall be borne by the railroad company.
- (c) At each railroad grade crossing hereinafter designated in this subsection, the railroad operating trains or locomotives or rolling stock of any kind over such crossing shall maintain at all times suitable crossing gates, which shall be closed when any train, locomotive or other rolling stock is passing over, or approaching near to the crossing for the purpose of passing over, the same. The grade crossings at which crossing gates shall be so maintained are located as provided in the schedule which is on file in the city manager's office. In lieu of the foregoing, the railroad may install and maintain highway grade crossing automatic flashing light signals with or without short arm gates.
- (d) At each railroad grade crossing hereinafter designated in this subsection, the railroad operating trains, locomotives or rolling stock of any kind over the same shall either:
 - (1) Give timely warning of the approach of each train, locomotive or other rolling stock, by a crossing watchman then on duty; or

-
- (2) Cause each train, locomotive or other rolling stock to be brought to a stop before entering onto the crossing and to be preceded by a flagman on foot who shall give timely warning that it is about to enter upon the crossing. The grade crossings to which this subsection applies are provided in the schedule which is on file in the city manager's office.
 - (e) At each railroad grade crossing designated in this subsection, the railroad operating trains, locomotives or other rolling stock of any kind over the same may install and maintain highway grade crossing automatic flashing light signals, and such railroad operating trains, locomotives or rolling stock of any kind over such crossing shall either:
 - (1) Give timely warning of the approach of each train, locomotive or other rolling stock by a crossing watchman then on duty; or
 - (2) Cause each train, locomotive or other rolling stock to be brought to a stop before entering on such crossing and to be preceded by a flagman on foot who shall give timely warning that it is about to enter upon the crossing; or
 - (3) Install and maintain highway grade crossing automatic flashing light signals with or without short arm gates. The grade crossings to which this section applies are provided in the schedule which is on file in the city manager's office.
 - (f) The city shall bear ninety (90) percent of the costs of warning signs, gates, lights, and other safety devices at grade crossings, and the railroad company shall bear ten (10) percent of the costs. The costs of maintaining warning signs, gates, lights, and other safety devices installed after January 1, 1972, shall be borne equally by the city and the railroad company. The maintenance shall be performed by the railroad company and the city shall pay annually to the railroad company fifty (50) percent of these costs. In maintaining maintenance cost records and determining such costs, the city and the railroad company shall use the same methods and procedures as are now or may hereafter be used by the board of transportation.

(Code 1974, § 5.36)

State law reference(s)—Municipal authority regarding railroad crossings, G.S. 160A-298.

Sec. 16-23. Same—Bridges and underpasses.

- (a) The board of aldermen may require that a grade crossing be eliminated and replaced by a railroad bridge or by a railroad underpass, if the board finds as a fact that the grade crossing constitutes an unreasonable hazard to vehicular or pedestrian traffic. In such event, the city shall bear ninety (90) percent of the costs and the railroad company shall bear ten (10) percent of the costs. If the city constructs a new street which requires a grade separation and which does not replace an existing street, the city shall bear all of the costs. If a railroad company constructs a new track across at grade, or under, or over an existing street, the railroad company shall pay the entire cost thereof. The city shall pay the costs of maintaining street bridges which cross over railroads. Railroad companies shall pay the cost of maintaining railroad bridges over streets, except that the city shall pay the costs of maintaining street lighting where streets cross under railroads.
- (b) Whenever the widening, improving, or other changes in a street require that a railroad bridge be relocated, enlarged, heightened, or otherwise reconstructed, the city shall bear ninety (90) percent of the costs and the railroad company shall bear ten (10) percent of the costs.

(Code 1974, § 5.37)

Secs. 16-24—16-45. Reserved.



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: 7/13/2023

DEPARTMENT: Development Services

PRESENTED BY: Travis Henley, Development Services Director

ITEM SPONSORED BY: Haven, LLC

ITEM/TOPIC: Call for a Public Hearing for a Unified Development Ordinance Amendment to Section 3.19.H Illumination

COST: N/A

BUDGET LINE ITEM: N/A

JUSTIFICATION: At their June 15, 2023, meeting the Planning Board voted to send the Board of Aldermen a recommendation of approval for a Unified Development Ordinance Amendment to Section 3.19.H Illumination to allow backlit or halo lit signage. A duly advertised public hearing must be held prior to the Board of Aldermen deciding on the proposed amendment.

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

DEPARTMENT HEAD COMMENTS: The attached proposed Unified Development Ordinance Amendment has been reviewed by staff for consistency with the land use plan. Staff found the proposal consistent and forwarded it to the Planning Board for a recommendation.

CITY MANAGER COMMENTS: I concur with the recommendation for a Public Hearing.

ATTACHMENTS: Staff Report, Proposed Language, Text Amendment Application

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

PROPOSED MOTION: Motion to call a public hearing on August 10, 2023 for an Amendment to Section 3.19.H of the Unified Development Ordinance.

STAFF REPORT

ZONING TEXT AMENDMENT APPLICATION

SECTION 3.19 SIGNS

APPLICATION SUMMARY	
Presentation Date	July 13, 2023 Board of Aldermen
Applicant	Haven 307, LLC
Relevant Ordinance Sections	Section 3.19 Signs

ZONING TEXT AMENDMENT PROPOSAL
Haven 307, LLC, applicant, respectfully submits a Zoning Text Amendment to the City of Southport Unified Development Ordinance. Specifically, the request is to amend Section 3.19.H 'ILLUMINATION' to modify the allowable types of illuminated signs. All proposed changes, including additions and deletions, can be found as an attachment to this report and may also be viewed in the City of Southport Development Services Department offices.

REVIEW PROCESS

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

Section 2.10 of the UDO outlines the procedure that allows any party to apply for a text change to the UDO or zoning district change for the city's zoning map. The Planning Board shall provide an advisory recommendation within 90 days after the introduction of such petition at a regularly scheduled meeting and shall transmit its recommendation and report, including the reasons for its determinations, to the Board of Aldermen. This petition was introduced to the Planning Board on April 20, 2023.

AMENDMENT DESCRIPTION

The applicant, Haven 307, LLC has requested this amendment to receive sign permit final approval for a backlit sign that is not currently permitted. Below is the sign illuminated. The City and the property owner have signed a letter of agreement that allows the illumination of the sign until the UDO amendment can be processed.



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.

Backlit and halo signs can be described as text and shapes cut into overlaid surface that shines light from the reverse of the overlay. The illumination creates a glow around the overlaid surfaces. Some other examples are shown below.





Specifically, the applicant requested the following considerations to this Zoning Text Amendment to provide for modifications to the City’s adopted sign regulations. The request includes one of two (2) options:

1. Adding an OR where currently there is an AND in Section 3.19.H.1.c)
2. Add an additional section to the ordinance that specifically allows backlit and halo lighting that meets all requirements of the UDO.

After consideration the Planning Board voted to add an additional section to the UDO.

Backlit and halo lighting that otherwise meet the provisions of Section 3.19 of this ordinance are allowed.

EVALUATION AND CONTEXT

Unified Development Ordinance Compliance

Zoning Text Amendments, like General Use Zoning Map Amendments (Rezoning), follow the process laid out in Section 2.10 of the City of Southport Unified Development Ordinance. Pursuant

to this section, the Planning Board shall advise and comment on whether the proposed text or zoning map amendment is consistent with the comprehensive plan or any other official adopted plans that are applicable. The Board of Aldermen shall, in their final decision-making capacity, base their decision upon the same.

2014 CAMA Core Land Use Plan Compliance

Explicit references to specific sign regulations or other commercial design aspects are not present within the document. The plan references updating the UDO and other documents to meet the needs of the residents of the city. Further, the following Goal and Policy supports consistency with the proposed text amendment and the land use plan.

Goal 7: Southport will integrate local concerns with the overall goals of CAMA in the context of land use planning and in accordance with Southport's Vision and Core Values, Southport will endeavor to preserve the city's historic character, protect the city's shoreline vista, continue to support a vibrant Central Business District, preserve the city's residential areas and protect the city's Areas of Environmental Concern (AEC's).

Policy 7.9: The City will encourage development that supports its Vision and Core Values, will protect its resources, preserve its atmosphere, and simultaneously promote industrial and retail growth.

PLANNING BOARD RECOMMENDATION

The Planning Board recommends APPROVAL of the text amendment adding a new section to ordinance allowing backlit or halo signage. The proposal appears to be consistent with the 2014 CAMA Core Land Use Plan, specifically regarding preservation of the character and atmosphere of the city while promoting retail growth, as well as remaining consistent with the Unified Development Ordinance.

Attachments

Proposed Text Amendment Language
Consistency Statement
Text Amendment Application

Add a new section specifically allowing backlit and halo lighting

H. ILLUMINATION

1. Where illuminated signs are permitted, they shall conform to the following requirements:
 - a) All signs illuminated under the provisions of this section shall be constructed to meet the requirements of the National Electrical Code.
 - b) Signs which contain, include, or are lighted by any flashing, intermittent, or moving lights are prohibited, except Electronic Message Center signs.
 - c) Illuminated signs shall be limited to those lighted internally with glass or plastic faces bearing the advertisements and diffusing the direct rays of the light source to prevent any direct line of sight with said light source.
 - d) Backlit and halo lighting that otherwise meet the provisions of Section 3.19 of this ordinance are allowed.
 - ~~d)~~ e) Neon, argon, or other gas tube lighting or signage shall be prohibited on the external walls of all structures. Neon, argon, or other gas tube logo signs placed inside the building and not exceeding 25% of the window area or 32 square feet whichever is less shall be permitted.
 - ~~e)~~ f) Flood and display lighting shall be shielded so as to prevent direct rays of light from being cast into a residential area or district and/or on a public right-of-way from any direction. Such lighting shall also be shielded so as to prevent view of the light source from a residence or residential district and/or vehicles approaching on a public right-of-way from any direction. In addition, no sign shall permit light to emit upwards towards the sky.
 - ~~f)~~ g) Flame as a source of lighting is prohibited.
 - ~~g)~~ h) The light source color temperature for outdoor lighting shall not exceed 3,000 degrees Kelvin.

Text Amendment

City of Southport, North Carolina



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

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

For Staff Use Only

PERMIT No. RHA

FEE: \$ 100

Date Received: 3/3/23

Applicant's Name: Haven 307 LLC (Bev Hammond/David Truglio)

Mailing Address: P O Box 10852 City: Southport

State: NC Zip Code: 28461 Phone: 860.202.9301 860.729.8276

Email: hammondkids@yahoo.com

Property Owner's Name: Haven 307 LLC

Address of Owner: 506 W Owens St City: Southport

State: NC Zip Code: 28461 Phone: 860.202.9301 860.729.8276

Email: hammondkids@yahoo.com

Current Section Impacted by Proposed Text Amendment: Section 3.19.H.1.c

On the next page, please describe the conditions that makes the proposed text amendment necessary to the * promotion of the public health, safety and general welfare, or that identifies an obvious error in the UDO. Also include an explanation on why the proposed text amendment is or is not consistent with the Land Use Plan and other adopted plans (Attach separate sheet if necessary).

Section 3.19.H.1.c language reads: "Illuminated signs shall be limited to those lighted internally with glass or plastic faces bearing the advertisements and diffusing the direct rays of the light source to prevent any direct line of sight with said light source".

It is unfortunate the folks writing the ordinance got very restrictive and did not opt for the foresight to plan for a variety of sign options that would still remain within their definition of acceptable, and chose (as Mo pointed out) to use the word "and" instead of "or". That is not a criticism as we're sure the best interests of the City were in mind while creating all ordinances, but the UDO is a living document that needs to stay relevant by having tweaks made to existing ordinances as the need arises.

We are questing the language either we changed to make this an "or" statement, or a sentence be tacked on to indicate every sign permit request will be evaluated on its own merits and location, size, lumens/Kelvin will all be taken into account. Do you really want a city full of signs that all look the same? That goes against the character of Southport. That said, there definitely needs to be thoughtfully crafted structure to sign ordinance language.

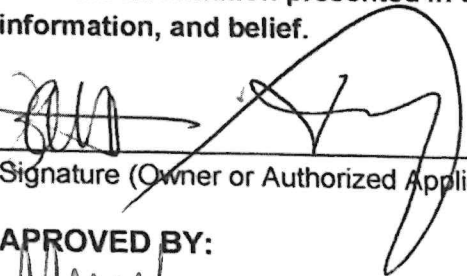
We have designed (and were permitted) an aesthetically pleasing and appropriately lit sign. While technically it is a halo lit sign by definition, it is NOT glaring or giving off tons of bright light. The LED lights to be used fall within the acceptable limits and they are illuminating the back of the sign to give it a subtle glow. It could be easily argued that back lit signs are more of a nuisance and give off a far less pleasing light.

Please advise what other information you might need to make this change to the ordinance and thus allow us and others the potential for innovative, unique, yet still completely in line with the vibe of Southport, signs.

Thank you.

David Truglio and Bev Hammond

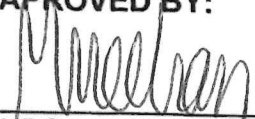
In filing this Rezoning Petition, I hereby certify that I am authorized to submit this application and that all of the information presented in this application is accurate to the best of my knowledge, information, and belief.



Signature (Owner or Authorized Applicant)

3/2/23
Date

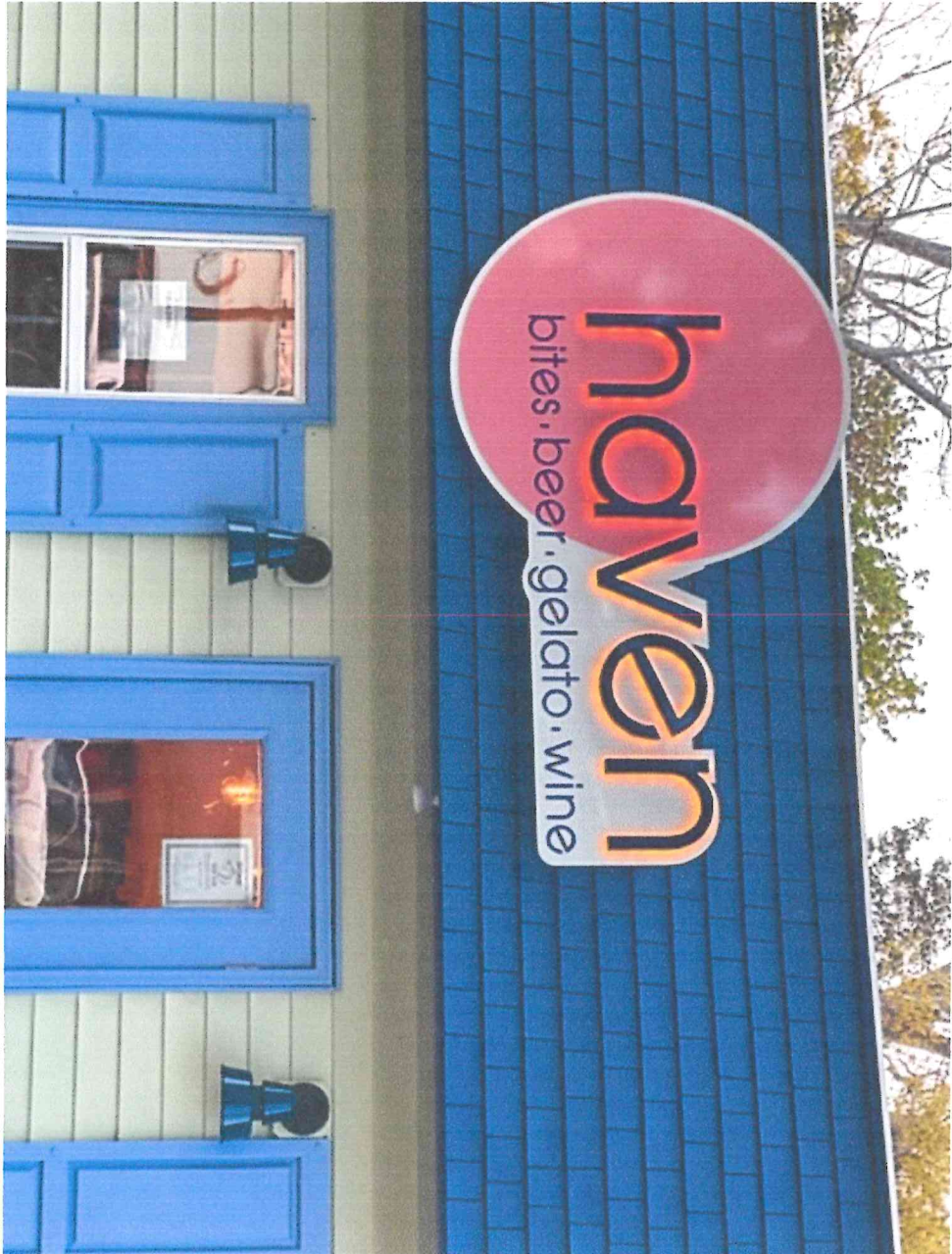
APPROVED BY:



UDO Administrator

3/3/23

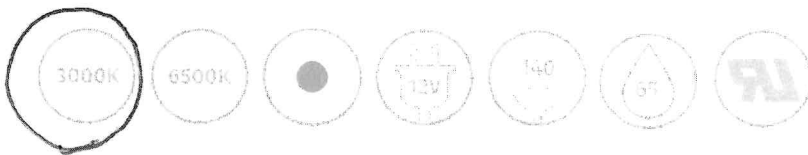
Date





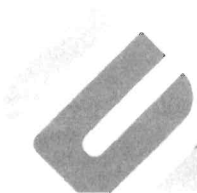
Panoramic 1D Series

Everylite Datasheet Ver 3.0.1
Revision Date 07/2022



Features

- Panoramic Series 1-diode LED module, this miniature version can be used for all your small signage applications
- You can combine it with our new generation Panoramic Series 2D and 3D modules to reach any possible corner or angle while maintaining perfect color consistency
- Preinstalled double sided tape for a quick layout
- Incredible 140 degree beam angle means better coverage and no hot spots
- 2835 surface mount LED with a high luminous efficacy
- Perfect color consistency with in-house color binning
- 50,000 hours rated lifetime
- UL, CE and RoHS



Panoramic 1D Parameters

Item #	Color	Peak Wave Length	module/ft	Lm/module	Lm/ft	Lm/W	W/module	W/ft	Input Voltage	Viewing Angle	Waterproof
PA-1D-W3CL	Warm White	3000K	4	28	112	86	0.36	1.44	12	140°	IP65
PA-1D-W6CL	Pure White	6500K	4	25	100	85	0.36	1.44	12	140°	IP65
PA-1D-RXCL	Red	620-625nm	4	12	48	33	0.36	1.44	12	140°	IP65

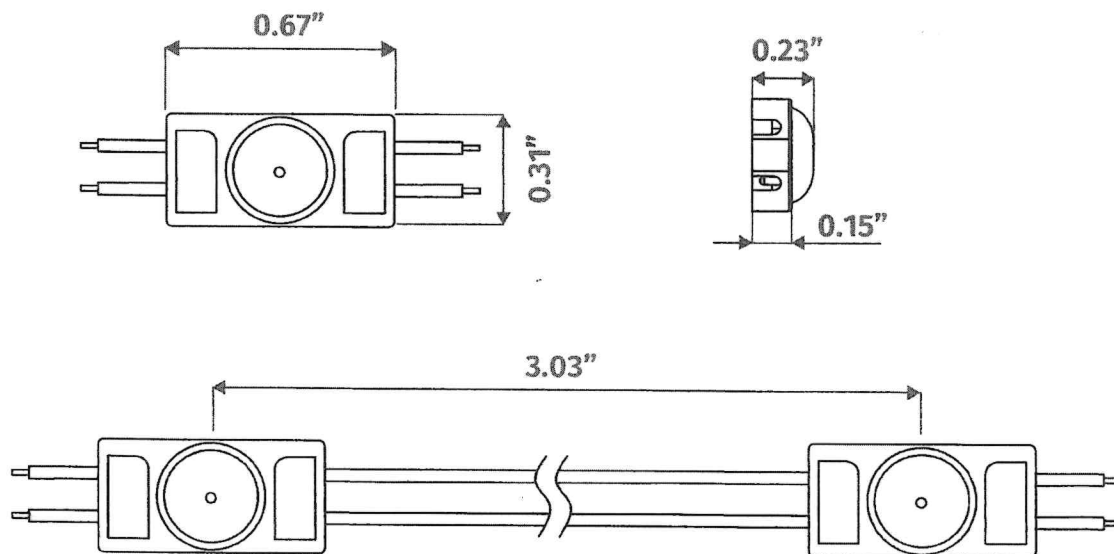
Power Supply Maximum Loading Capacity*

0.36 Watt LED

Power Supply	20W	60W	100W	150W	240W
By Module	50 mods	150 mods	250 mods	375 mods	600 mods
By Footage	12.5 ft	37.5 ft	62.5 ft	93.75 ft	150 ft

*Due to voltage drop, a maximum of 25 modules can be run before power needs to be reintroduced into the line of modules.

Drawing





Maureen Meehan

From: Hammond Kids <hammondkids@yahoo.com>
Sent: Wednesday, March 15, 2023 2:09 PM
To: Maureen Meehan
Cc: Travis Henley; David Truglio
Subject: Re: 307 N Howe St- sign permit

Hi Mo,

Thanks for your reply.

The misunderstanding of "halo" and "backlit" seems to be what created the unfortunately worded ordinance, so it's good that the City is revisiting and revising those definitions. Thanks for initiating that.

"Halo" is defined as "individually mounted opaque raised letters or symbols incorporating a back- lit, recessed light source behind mounted elements so that light source is not directly visible." There is little correlation between light output and halo lighting- it can range from very subtle to very bright, it is simply a modality and the City folks who wrote the ordinance a while back seem to have the notion that anything backlit is unpleasantly bright and obnoxious.

A quick google search will provide a plethora of information confirming that backlit/halo signs provide a "more refined look" (quantumsigncorp.com) and are often chosen "because they have a more distinguished look and can be lit with a lot more control than any lightbox design" (davessigns.com) For those reasons alone, the City is right to take a step back and reconsider both the goal and wording of the ordinance. We're aligned with you in hoping for an ordinance that limits bright, gaudy signs- we went the opposite direction in designing and we are being held up on a technicality that is hopefully worked out soon. In reality, backlit signs are often more diffused and subtle than front lit signs. We see signs downtown that we personally find unpleasantly bright and out of character with the charm of Southport- that is not what we designed or would want at Haven. The whole vibe of Haven is intended to be a warm and relaxed place to sit for a spell and enjoy a beverage or some bocce.

You requested some examples and I've attached those below. If the proper lighting is used, the sign is not bright or obnoxious- it's a very diffused and gentle warm glow.

Hope this is helpful. Please let me know what the next steps are, we are happy to share this information with the Alderman if you'd like. Their motivation to place controls on commercial signage and exterior lights is commendable (and needed) but it should not be so restrictive that creativity is forsaken.

Thanks for your help in this matter, we do appreciate your responsiveness and assistance.

Bev Hammond and David Truglio



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

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

AMENDMENT: ZTA 23-02

STATEMENT OF CONSISTENCY AND RECOMMENDATION:

The City of Southport Planning Board hereby recommends adoption of the proposed text amendment of the Unified Development Ordinance to the Board of Aldermen and finds that it is consistent with the City's 2015 CAMA Core Land Use Plan originally adopted Nov. 13, 2014 and subsequently amended by the Southport Board of Aldermen. More specifically, the proposed amendment is consistent with Policy 7.9: The City will encourage development that supports its Vision and Core Values, will protect its resources, preserve its atmosphere, and simultaneously promote industrial and retail growth and recommended action 2.5 A The City will continually monitor the need for possible revisions to the UDO. Further, the Planning Board finds that the proposed text amendment is reasonable and in the public interest as it would allow increased commercial services to the residents of Southport while not jeopardizing the historic character of the Business and Central Business districts.

The statement and motion was seconded and passed 6-15-23



Tanya Shannon, Deputy City Clerk



Sue Hodgins, Chairman



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

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

AMENDMENT: ZTA 23-02

STATEMENT OF CONSISTENCY AND RECOMMENDATION:

The City of Southport Board of Aldermen hereby adopts the proposed text amendment of the Unified Development Ordinance and finds that it is consistent with the City's 2014 CAMA Core Land Use Plan originally adopted Nov. 13, 2014 and subsequently amended by the Southport Board of Aldermen. More specifically, the proposed amendment is consistent with Policy 7.9: The City will encourage development that supports its Vision and Core Values, will protect its resources, preserve its atmosphere, and simultaneously promote industrial and retail growth and recommended action 2.5 A The City will continually monitor the need for possible revisions to the UDO. Further, the Board of Aldermen find that the proposed text amendment is reasonable and in the public interest as it would allow increased commercial services to the residents of Southport while not jeopardizing the historic character of the Business and Central Business districts.

The statement and motion was seconded and passed _____.

Tanya Shannon, Deputy City Clerk

Joseph P. Hatem, M.D., MPH, Mayor



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: 7/13/2023

DEPARTMENT: Development Services

PRESENTED BY: Travis Henley, Development Services Director

ITEM SPONSORED BY: Diane Boguskie

ITEM/TOPIC: Call for a Public Hearing for a Zoning Map Amendment at 605 W Brown Street

COST: N/A

BUDGET LINE ITEM: N/A

JUSTIFICATION: At their June 15, 2023, meeting the Planning Board voted to send the Board of Aldermen a recommendation of approval for the Zoning Map Amendment at 605 W Brown Street from Multi-Family to R-10 Residential. A duly advertised public hearing must be held prior to the Board of Aldermen deciding on the proposed amendment.

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

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

CITY MANAGER COMMENTS: I concur with the recommendation for a Public Hearing.

ATTACHMENTS: Staff Report, Zoning Map Amendment Application

REQUESTED ACTION: Call a public hearing for a Zoning Map Amendment

PROPOSED MOTION: Motion to call a public hearing on August 10, 2023 for the Zoning Map Amendment at 605 W Brown Street.

STAFF REPORT 605 W BROWN STREET REZONING APPLICATION

APPLICATION SUMMARY	
Presentation Date	July 13, 2023 Board of Aldermen Meeting
Applicant	Dianne Boguskie
Property Owner	Dianne Boguskie
Parcel ID:	237LA02806
Property Size	.06 acres (~2897 SF)
Zoning District	MF
Proposed Zoning District	R-10

REZONING OVERVIEW

Mrs. Dianne Boguskie is requesting a zoning change from MF to R-10 on a parcel of land located at 605 W. Brown Street.

LOCATION AND SITE CONDITIONS

The subject property is located on W. Brown Street adjacent to the Village at Southport (W. Brown Street), Marina Village (W. West Steet) and single-family neighborhoods on W. Brown Street and W. West Street. The property is located within the incorporated city limits and can be further identified by parcel number 237LA02806.



Access to the property is from W. Brown Street and city water and sewer are available in this neighborhood. The property is not located in a flood zone and there are no known wetlands on site.

The property falls within the high suitability land classification in the Land Suitability Analysis for the CAMA Land Use Plan. The future land use map designation is high density residential which defines a variety of single family and multi-family uses as appropriate uses.

REVIEW PROCESS

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

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

The approval of the rezoning may be adopted by the Board of Aldermen after the duly advertised public hearing and upon the approval of a plan consistency statement and a statement of reasonableness.

OVERVIEW

This proposal is a request to change a parcel of land from Multi-Family District (MF) to Residential District (R-10). Both districts are residential in nature and permit most of the same uses. The difference is that there is an exception for nonconforming lots of record located in the R-10 district, which grants rear and side yard setback reductions proportionate to the size of the lot.

Permitted Uses

A rezoning request does not allow the applicant to provide a proposed project or site plan. Decisions made on the rezoning must consider all permitted uses in the proposed district in relation to land use impacts, the character of the district and suitability for certain uses, and reasonableness for a small parcel change. The permitted uses for both zoning districts are highlighted in Table 3.1 from the UDO. (R-10 is yellow and MF is blue)

Table 3.1: Table of Uses	Districts													Use Stand ard
	P = Permitted by Right; S = Special Use; PS or SS = Permitted or Special Use with a Use Standard													
Uses	ICS	R-10	R-20	M F	MH	PUD	O-I	CBD	BD	HC	LI	HI	O S	Section #
Accessory Uses														
ACCESSORY STRUCTURES OR USES, GENERAL		PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS		3.6.A
ACCESSORY DWELLING, COMMERCIAL						SS	SS	SS	SS	SS	SS	SS		3.6.B
ACCESSORY DWELLING, RESIDENTIAL		SS	SS	SS	SS	SS	SS							3.6.C

Table 3.1: Table of Uses	Districts P = Permitted by Right; S = Special Use; PS or SS = Permitted or Special Use with a Use Standard													Use Stand ard
	ICS	R- 10	R- 20	M F	MH	PUD	O-I	CBD	BD	HC	LI	HI	O S	Section #
CEMETERIES AND MAUSOLEUMS		SS	SS	SS	SS	SS	SS	PS	PS	PS				3.6.D
DOCKS, , PIERS, GAZEBOS, BULKEADS, AND LIVING SHORELINES		PS	PS	PS	PS	PS	PS	PS	PS				SS	3.6.E
HOME DAYCARE, ADULT AND CHILD		SS	SS	SS	SS	SS								3.6.F
HOME OCCUPATION		SS	SS	SS	SS	SS								3.6.G
HOMESTAY		PS	PS	PS		PS								3.6.H
MODULAR UNIT					PS	PS	PS	PS	PS	PS	PS	PS		3.6.I
OUTDOOR DISPLAY								PS	PS	PS				3.6.J
OUTDOOR STORAGE									PS	PS	PS	PS		3.6.K
OUTDOOR VENDING MACHINE					PS	PS	PS	PS	PS	PS	PS	PS		3.6.L
PORTABLE STORAGE CONTAINERS		PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS		3.6.M
RECREATIONAL VEHICLE OR TRAVEL TRAILER		PS	PS		PS	PS	PS							3.6.N
SELF-SERVICE ICE VENDING MACHINES									SS	SS				3.6.O
SOLAR ENERGY SYSTEMS		PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS		3.6.P
SWIMMING POOLS		PS	PS	PS	PS	PS	PS	PS						3.6.Q
TEMPORARY SALES OFFICES		PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS		3.6.R
TEMPORARY HEALTHCARE STRUCTURES		PS	PS	PS	PS	PS								3.6.S
Residential Uses														
DWELLING, SINGLE-FAMILY		P	P	P	P	P	P							
DWELLING, TWO-FAMILY (DUPLEX)		S	S	P	P	P	P							

Table 3.1: Table of Uses	Districts P = Permitted by Right; S = Special Use; PS or SS = Permitted or Special Use with a Use Standard													Use Stand ard
	ICS	R- 10	R- 20	M F	MH	PUD	O-I	CBD	BD	HC	LI	HI	O S	Section #
DWELLING, MULTI-FAMILY				PS		SS	SS							3.7.A
DWELLING, TRIPLEX OR QUADRAPLEX				PS	SS	SS	SS							3.7.B
FAMILY CARE HOME		PS	PS	PS	PS	PS								3.7.C
MANUFACTURED HOME ON SINGLE LOT					PS									3.7.D
MANUFACTURED HOME PARK					PS									3.7.E
MIXED USES						PS	PS	PS	PS					3.7.F
MODULAR HOMES		PS	PS	PS	PS	PS	PS							3.7.G

Dimensional Requirements

Like the permitted uses, the dimensional requirements are almost identical, until the nonconforming lot of record exception is applied to the R-10 district.

Table 3.2: Dimensional Requirements by Zoning District						
Zoning District	Minimum Lot Size (square feet)	Minimum Lot Width (feet)	Minimum Front Setback (feet)	Minimum Rear Setback (feet)	Minimum Side Setback [1] (feet)	Maximum Height Limit (feet)
R-10	10,000	75	25	20	8	40
MF	13,750	100	25	20	8	40

LAND USE PLAN CONSISTENCY

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

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

character and environmental resources of the City. The ability to use the proposed lot for infill housing helps implement the plan's policy. A smaller lot with no known environmental conditions avoids loss of habitat.

Another theme throughout the LUP is consideration of a specific neighborhood or district and its suitability for particular uses. Objectives and policies direct future development to areas that are most appropriate for the type of use. The subject neighborhood has multiple different housing densities and types of units. Developing this lot would be suitable for the neighborhood's character.

It should be noted that since this is a residential-to-residential district rezoning request, most specific policies are not applicable. The following policies and implementing actions support the proposed rezoning request.

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

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

As mentioned previously, the subject property is in an area of high suitability on the Land Suitability Map.

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

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

This policy is aimed more toward subdivisions and larger housing developments, but also is appropriate for the site due to the unique characteristics of the neighborhood and specifically the size of the property.

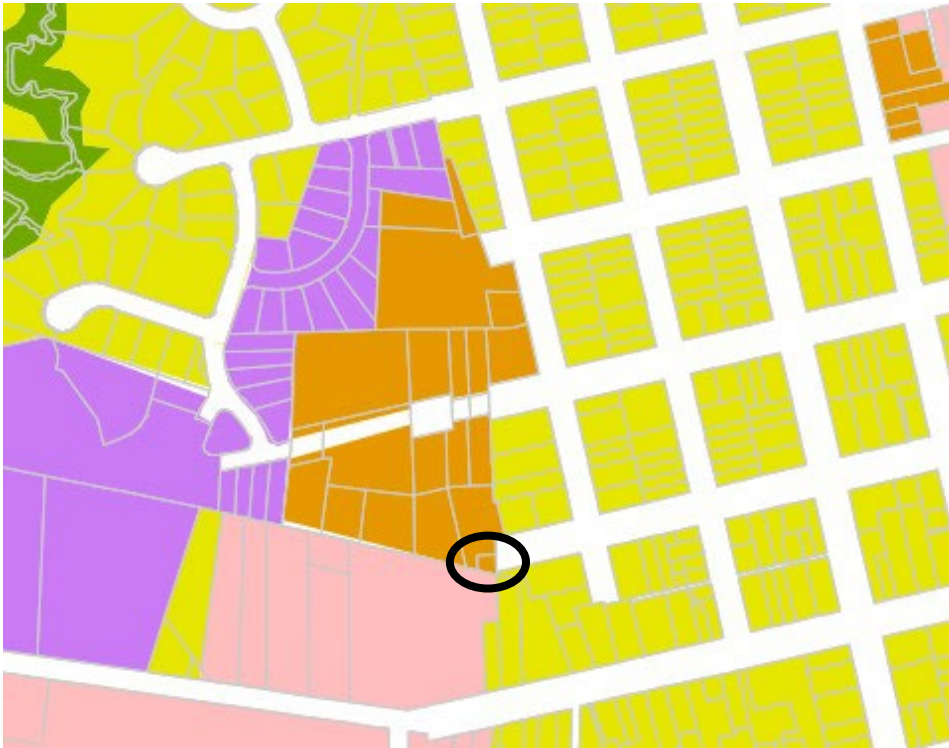
PLANNING BOARD RECOMMENDATION

The Planning Board recommends APPROVAL of the proposed zoning map amendment to the Board of Aldermen. The proposal appears to be consistent with the 2014 CAMA Core Land Use Plan and is reasonable due to the size, physical conditions, and other attributes of the area.

Attachments:

Zoning Map
Future Land Use Map
Rezoning Application
Consistency Statement

Zoning Map – Multi-Family



Future Land Use Map – High Density Residential





Rezoning 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

Date: May 8, 2023

FEE: \$ 500.00

Permit #: ZMA-23-01

Project Name (If Applicable): 605 W Brown

A complete application for any amendment shall contain a description of the proposed zoning regulation or zoning map amendment. The application shall state in detail whether the proposed amendment is consistent with CAMA Core Land Use Plan and any other officially adopted plan that is applicable. The application shall also give detailed evidence that the proposed amendment is in the interest and will benefit the general public and not solely be of benefit to the applicant; that the uses within the proposed zoning district are similar or comparable to the uses in the district as currently zoned, or that none of the uses permitted in the proposed zoning district may potentially adversely affect property values or the health, safety, morals, or general welfare of the residents of the surrounding area. Such application shall be filed with the Administrator to be processed in accordance with Section 12-5 of the UDO.

The Planning Board and Board of Aldermen may consider the following when deciding: Impact on neighbors and neighborhood, traffic, environment, utilities, suitability of land, harmony with area, schools, economic impact, tax base increase, spot zoning created, road capacity, adequate infrastructure, community opinion, property values, consistency with the Land Use Plan, future land use map, jobs, public services, buffering requirements, environmental impact, site limitations, and consistency with plans and prior decisions. The Boards cannot consider ethnicity, income, affordable housing, owner vs. renter housing, or who the owner is when deciding.

Petitioner Name: Mrs. Dianne Boguskie

Mailing Address: 502 W. Brown St. City: Southport

State: NC Zip Code: 28461

Phone: 910-457-6882 Email: dboguskie@gmail.com

Street Address and/or Description of Location: 605 W. Brown St., Southport

T-P/O G .07AC DIV OF LND&DOWER PL-802-519

Parcel ID #: 237LA02806

Site Acreage: 0.06 Number of Lots: 1

Current Zoning District: MF Proposed Zoning District: R-10

C:\Users\tlloyd\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\2WJ7BDXA\RezoningApplicationJuly2018.docx

If the proposed change would require a change in the zoning map, attach an accurate diagram of the property proposed for rezoning showing:

1. All property lines with dimensions and north arrow.
2. Adjoining streets with rights-of-way and paving widths.
3. The location of all existing structures on the property.
4. The existing land uses associated with the property.
5. The zoning classification of all abutting zoning districts.
6. A list of all abutting property owners.

Future Land Use Map Designation: Medium Density Residential

Is the proposed zoning consistent with the Land Use Plan? (Describe how it is consistent below if so)
(Please Circle One): ☒ Yes ☐ No

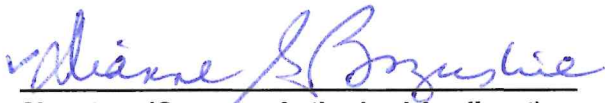
Please describe the changing conditions in the area or in the City of Southport that makes the proposed amendment necessary to the promotion of the public health, safety and general welfare, or that identifies an obvious error in the zoning map based upon the zoning classification or current land use of surrounding properties. Also include an explanation on why the proposed zoning is or is not consistent with the Land Use Plan and other adopted plans (Attach separate sheet if necessary)

605 W. Brown is a tiny parcel in the heart of the Historic District. It has no viable use in its current zoning designation of Multi-Family, and it is adjacent to blocks of single-family residential dwellings. If re-zoned R-10 and built with a small single-family house, it would be congruent in both appearance and purpose with the surrounding neighborhood. It is outside the VE and AE flood zone delineations, and it has direct access to the W. Brown Street right of way.

Rezoning Fees as of July 1, 2018

Rezoning: Less than 3 Acres	\$500.00
Rezoning: 3.01-6.00 Acres	\$1,000.00
Rezoning: 6.01 + Acres	\$1,000.00 + \$100/acre

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


Signature (Owner or Authorized Applicant)


Date

PLAT OF SURVEY FOR DIANNE & ED BOGUSKIE REPUTED OWNERS

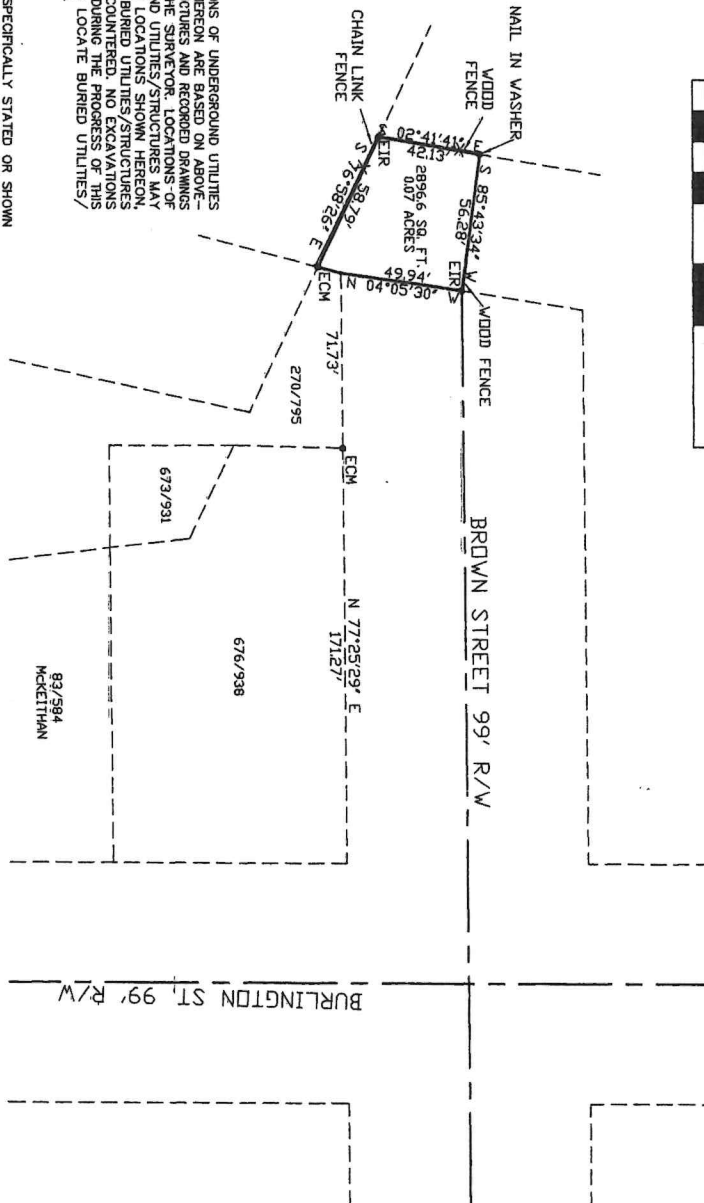
.07 ACRE TRACT OFF W. BROWN STREET
SMITHVILLE TOWNSHIP, BRUNSWICK COUNTY
SOUTHPORT, NORTH CAROLINA



NOTE: LANDS ALSO CLAIMED BY
PAT PITTENGER ET UX ON A MAP
BY W.H. DELANEY II ATTACHED TO
DEED BOOK 802 PG 519 B.C.R.

THE LOCATIONS OF UNDERGROUND UTILITIES
AS SHOWN HEREON ARE BASED ON ABOVE-
GROUND STRUCTURES AND RECORDED DRAWINGS
PROVIDED. THE SURVEYOR'S LOCATIONS OF
UNDERGROUND UTILITIES/STRUCTURES MAY
VARY FROM LOCATIONS SHOWN HEREON.
ADDITIONAL BURIED UTILITIES/STRUCTURES
MAY BE ENCOUNTERED. NO EXCAVATIONS
WERE MADE DURING THE PROGRESS OF THIS
SURVEY TO LOCATE BURIED UTILITIES/
STRUCTURES.

EXCEPT AS SPECIFICALLY STATED OR SHOWN
ON THIS PLAN, THIS SURVEY DOES NOT PURPORT
TO REPRESENT THE SUBDIVISION OF LAND
BE APPLICABLE TO THE SUBJECT REAL ESTATE.
EASEMENTS, OTHER THAN POSSIBLE EASEMENTS
THAT WERE VISIBLE AT THE TIME OF MAKING
OF THIS SURVEY, BUILDING SETBACK LINES,
RESTRICTIVE COVENANTS, SUBDIVISION RESTRICT-
IONS, ZONING OR OTHER LAND USE REGULATIONS
AND ANY OTHER FACTS THAT AN ACCURATE AND
CURRENT TITLE SEARCH MAY DISCLOSE.



NOTE:
THE PROPERTY SHOWN HEREON IS
NOT IN A FLOOD HAZARD ZONE.

STATE OF NORTH CAROLINA
BRUNSWICK COUNTY

I, ROBERT B. MCHENRY, JR., CERTIFY
THAT THIS MAP WAS DRAWN UNDER MY
SUPERVISION FROM AN ACTUAL FIELD
SURVEY MADE UNDER MY SUPERVISION;
THAT THE RATIO OF PRECISION AS
CALCULATED BY LATITUDE AND DE-
PARTURES IS 10,000' ±; THAT THE
BOUNDARIES NOT SURVEYED ARE SHOWN
AS BROKEN LINES PLOTTED FROM IN-
FORMATION FOUND IN BOOKS REFERENCED;
WITNESS MY HAND AND SEAL THIS THE
26TH DAY OF MAY A.D. 2004.

Robert B. McHenry Jr.
LAND SURVEYOR
REG. NO. 15541
NORTH CAROLINA
PROFESSIONAL
SEAL
L-3521
ROBERT B. MCHENRY, JR.

DATE: APRIL 27, 2004

SURVEY BY: DW/LH

DRAWN BY: C.KENNEDY

SCALE: 1 INCH = 50 FEET

JOB NUMBER: 04-0319

FIELD BOOK: SPT-2003-1

LEGEND:
EP = EXISTING IRON PIPE FOUND
NIP = NEW IRON PIPE SET
EIR = EXISTING IRON ROD FOUND
NIR = NEW IRON ROD SET
TBM = TEMPORARY BENCH MARK

MCHENRY SURVEYING
PROFESSIONAL LAND SURVEYOR
P.O. BOX 433 - 8509 E. OAK ISLAND DR.
OAK ISLAND, N.C. 28455
TEL: 910-278-9874
FAX: 910-278-3799



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

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

AMENDMENT: ZMA 23-01

STATEMENT OF CONSISTENCY AND RECOMMENDATION:

The City of Southport Planning Board hereby recommends adoption of the proposed Zoning Map Amendment to the Board of Aldermen and finds that it is consistent with the City's 2015 CAMA Core Land Use Plan originally adopted Nov. 13, 2014 and subsequently amended by the Southport Board of Aldermen. More specifically, the proposed amendment is consistent with **Policy 2.4:** Southport will permit residential development to occur in response to market needs provided the following criteria are met: 1) Due respect is offered to all aspects of the environment. and 2) Concurrent planning for improvements to community facilities, infrastructure, and services provided. Further, the Planning Board finds that the proposed text amendment is reasonable due to the size, physical conditions, and other attributes of the area.

The statement and motion was seconded and passed 6-15-23



Tanya Shannon, Deputy City Clerk



Sue Hodgins, Chairman



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

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

AMENDMENT: ZMA 23-01

STATEMENT OF CONSISTENCY AND RECOMMENDATION:

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

The statement and motion was seconded and passed _____.

Dorothy Dutton, City Clerk

Joseph P. Hatem, M.D., MPH, Mayor



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: June 29, 2023 DEPARTMENT: Administration

PRESENTED BY: Alderman Lombardi

ITEM SPONSORED BY: Board of Adjustment

ITEM/TOPIC: Appointments Interviews were conducted by the Board Chair,
Board Liaison and the Mayor Pro-tem.

COST: n/a BUDGET LINE ITEM: n/a

JUSTIFICATION: Several positions have expired and they need to be filled.

IMPACT IF NOT APPROVED: The Board will have too many positions vacant, and/or, the
members whose terms will expire will continue to serve.

DEPARTMENT HEAD COMMENTS: Interviews took a while to schedule, and they were finally
completed on June 27th. The only applicants were already serving on the Board, except one who would
be moving from an alternate city-position, to a full city-position.

CITY MANAGER COMMENTS: Not applicable

ATTACHMENTS: Applications/resumes for the positions.

REQUESTED ACTION: _____

Alderman Lombardi will make a recommendation on the reappointments. Please take action
based on his recommendations.

PROPOSED MOTION: I make a motion to appoint 1,
2, and 3 to the

Board of Adjustment for new terms to expire in June 2027.



**City of Southport
Planning and Zoning Minutes
Community Building 223 E. Bay Street
June 15, 2023
6:00 P.M.**

Members Present: Sue Hodgins, Will Hewett, Dick Sloan, Fred Fiss, Chris Jones, Roy Pender, Kevin Locklin, Scott Jones, and Donnie Joyner (remote).

Members Absent: None

Staff Present: Travis Henley, Development Services Director
Mo Meehan, City Planner
Tanya Shannon, Deputy Clerk
Sydney Heil, Community Building Administrator

Board of Aldermen Karen Mosteller and John Allen
Liaisons:

- 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.
- D. Motion to approve the May 18, 2023, Meeting Minutes By Vice-Chair Hewett, and second by Mr. Sloan. ***Unanimous vote; Motion carried.***
- E. Motion to approve the Meeting Agenda By Mr. Sloan and second by Vice-Chair Hewett. ***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.***

Before the Public Comment period began, Chair Hodgins announced that the Planning Board had completed the review of the proposed Conditional Zoning Text Amendment. The recommendation has been forwarded to the Board of Aldermen, and all Public Comments for Conditional Zoning should be directed to the Board of Aldermen at the Public Hearing on June 28th and/or at the Board of Aldermen's regular meeting on July 13th.

There being no public comments, Chair Hodgins requested a Motion to close the Public Comment period. A Motion was made by Vice-Chair Hewett and seconded by Mr. Pender. ***Unanimous vote; Motion Carried.***

G. Old Business:

1. Illuminated Sign Text Amendment

Chair Hodgins recognized that with the discussion for the Illuminated Sign Text Amendment at the previous meeting and also seeing that other businesses in town have similar

lighting or would like to have this type of lighting, she recommended that some of the language in the UDO be reviewed for other potential revisions and updates. She had discussed with Development Services Staff and recommended formation of an ad-hoc committee to collaborate with the Historic Preservation Commission in reviewing sections of the UDO that could be modified to coexist with the Commission's work towards preserving the character of the city. Mr. Fred Fiss, Chair Hodgins, and Mr. Kevin Locklin were appointed to the Committee.

City Planner Meehan gave an overview of the proposed Amendment application. She explained that Haven 307, LLC, the applicant, submitted a Zoning Text Amendment to the City of Southport Unified Development Ordinance.

The request is to amend Section 3.19.H 'ILLUMINATION' to modify the allowable types of illuminated signs. The applicant had requested the amendment to receive sign permit final approval for a backlit sign that is not currently permitted. The City and the property owner have signed a letter of agreement allowing the sign illumination until the UDO amendment can be processed. Planner Meehan stated that the applicant had requested the following considerations to this Zoning Text Amendment to provide for modification to the City's adopted sign regulations. The request includes one of two (2) options:

1. Adding an OR where currently there is an AND in Section 3.19.H.1.c)
2. Add an additional section to the ordinance that specifically allows backlit and halo lighting.

It was the consensus of the Board to recommend approval of the amendment to the Board of Aldermen for Option 2 as presented by Staff. Chair Hodgins read the recommended addition to this section which will be 3.19.H.1. d) Backlit and halo lighting that otherwise meet the provisions of Section 3.19 of this ordinance are allowed.

Mr. Fiss made a Motion to recommend approval to the Board of Aldermen of the Illuminated Text Amendment for Option 2 as stated, seconded by Vice-Chair Hewett. **Unanimous Vote; Motion Carried.**

Mr. Fred Fiss read the Statement of Consistency and Zoning Recommendation for approval and adoption of the proposed text amendment in the Unified Development Ordinance.

H. New Business:

1. Rezoning Request – 605 W. Brown Street

City Planner Meehan gave an overview of the request for a zoning change from MF to R-10 on a parcel of land located at 605 W. Brown Street by Mrs. Dianne Boguskie. Both zoning districts are residential in nature and permit most of the same uses. The difference is that there is an exception for nonconforming lots of record located in the R-10 district, which grants rear and side yard setback reductions proportionate to the size of the lot. Ms. Meehan stated that the proposal appears to be consistent with the 2014 CAMA Core Land Use Plan and is reasonable due

to the size, physical conditions, and other attributes of the area. City Development Services Staff is recommending approval of the zoning change to the Board of Aldermen.

Ms. Boguskie came to the podium to answer questions. Mr. Fiss questioned the water spigot and the electrical power supply and why it was there. Ms. Bouguskie said it was put in place by the previous owners and had been there for years, but that it does not hook up to anything and is not in use. Mr. Pender asked about the property survey and noted that the survey claims other ownership; Ms. Boguskie said the survey was from 2004 and didn't know anything of other owner claims. She said that she has the deeds, title insurance, and other legal documents that show that she is the legal owner of the property.

Chair Hodgkin asked if there were any other questions or comments from the Board. Being that there were none, she asked for a Motion to Recommend to the Board of Aldermen a Zoning Change from MF to R-10 for the property located at 605 W. Brown Street and owned by Ms. Dianne Boguskie. The Motion was made by Mr. Scott Jones and seconded by Mr. Dick Sloan. ***Unanimous Vote; Motion Carried.***

Chair Hodgkin read the Statement of Consistency and Recommendation of Approval for ZMA 23-01 to the Board of Aldermen.

I. **Other Business:** None

J. **Announcements:**

Mr. Donnie Joyner announced that the Juneteenth Celebration will be on Saturday, June 17th, starting at Noon at Caviness Park.

Chair Hodgkin thanked everyone for attending and wished everyone a Happy 4th of July.

There were no further questions or concerns. Chair Hodgkin requested a Motion to adjourn.

Vice-Chair Hewett made a Motion to adjourn and seconded by Mr. Dick Sloan. ***Unanimous Vote; Motion Carried.***

Adjournment: 6.29 p.m.

Chair, Sue Hodgkin

Deputy Clerk, Tanya Shannon

City of Southport Beautification Committee Minutes

Date: May 15, 2023, Minutes taken by: Karen Pasquale

Location: Indian Trail Meeting Hall

Quorum determined: Meeting called to order by Lynne Geiman at: 5:01pm

In Attendance: Margaret Fontaine, Ken and Lynne Geiman, Robert Thatcher, Joe Fikentscher, Randy Jones, Scott Bushman, Karen Pasquale, Sharon Lightborne, Larry Ashley, Tom Lombardi

Absent: None

Approval of April 17, 2023 Minutes: Minutes amended, approved and seconded.

1. Committee Reports

a. Native Plant Pollinator Garden (NPPG): Larry

- Larry reports that there is a new replacement sign at the NPPG. It is 18 x 24 inches.

b. Communication Report:

- Nothing to report.

c. Youth Outreach: Sharon Lightbourne

- Nothing new to report.

d. Planting/Garden/Steward Program: Lynne

- Lynne states that Kingsley Park still needs to be refreshed.
- Recycled lantana has been planted at John Smith Cemetery.
- Lynne purchased plants for the urns in front of the Visitor's Center.
- The area surrounding the lamppost by the Visitor's Center, is too low and the animals are destroying the plants. This area needs to be raised. Ken and Tom said that they may be able to redo and raise this area.

e. Financial Report: Lynne

- Current balance is \$2348.16

2. Old Business

a. Update: T-Shirts: Scott

- Scott brought samples, v-neck shirts for women and crew neck for men.
- SBC decided that volunteers that participate 3 plus times will get a shirt. Lynne will keep attendance.
- SBC thanked Scott for his wonderful help in ordering and obtaining the t-shirts.

b. Update: City Signs Painting Project: Ken

- Ken cleaned up the sign by Potters and is now ready for painting.
- SBC will paint the sign in John Smith Cemetery. Judy gave Lynne the paint.
- The city will trim the bushes that have overgrown the sign at the Smith Cemetery on Moore Street. We will then paint it.
- Marsh Walk sign may need updating. Randy states that over the next few years, the city hopes to update all signs that will be uniform in presentation.

c. Update Taylor Field Project: Ken

- Over 3 days, Ken organized a pop-up event of cutting and staining the wood for the picnic tables for Taylor Field.
- 9 people attended.
- Heather needs to look at the field and determine where the tables will be placed.

d. Update: History Market Auction 5/31: Lynne

- May 31st will be the day of the auction with the history markers displayed on the Garrison Lawn.
- The auction will take place approximately at 4:30pm and bidding online only on the Historical Society Site.
- Starting bid will be \$250.00.

e. Nature Fest 4/29 Saturday: Lynne

- Nature Fest was held at Taylor Field this year from 9am to 1pm.
- There were not as many people at the Fest as we expected.
- It may be better to have this fest at Franklin Square Park next year.

f. April Workday recap – 5/6/23: Lynne

- 16 people attended.
- Staining was done at the Garrison Lawn of the benches and swings.
- One post was forgotten and we will stain it at our next workday.
- Weeding was done at the fire house sub-station and the Ferry roundabout.

3. New Business

a. June Workday – 6/3/23: Lynne

- We will stain the last lamppost, garbage cans and picnic tables in the gazebo at Waterfront Park.
- Larry suggested that we replace the picnic tables because of their poor condition. He also asked if we can change the color of these new picnic tables.
- Randy said that we will need to keep the color the same as the other benches and swings for Waterfront Park to be uniform. Randy will speak with Heather regarding a possible color change.
- Randy said that maybe the newly built picnic tables could be placed at the gazebo instead of at Taylor Field. Randy will speak with Heather.

b. SBC Term Limits and Open Spots: Lynne

- Current members whose terms are not expiring this June, 2023, will now have a 3 year term limit.
- Lynne will ask Dorrie Dutton to send out a notice that two positions have opened up on the SBC.
- Applications will be online.

4. Any Other Business: Lynne

- Larry asked Randy for a 20amp power outlet to be installed on the side of the jail house.
- Sharon gave **kudos** to Ken for always setting up supplies and then cleaning up the locations after we do town projects.

4. Adjourned: 5:45pm

Next meeting: June 19 2023

Southport Forestry Committee

Meeting Minutes – 9 May 2023

Meeting was called to order at 5:00 pm. In attendance were members Scott A. Len, Roxie Smith, Bif Bream, Marianne Huntley, Dina Rousset, and Fred Fiss. Travis Henley and Chris Martin represented City Staff, and Karen Mosteller represented the Board of Alderman.

1. April minutes were reviewed and approved.
2. Ordinance/ permits – ntr
3. Arbor Day/Naturefest (April 28th) was reviewed. Consensus was the events were a success with positive feedback from attendees and a bigger/better event each year.
4. Live Oak Society updates. Property on Tommy Harrelson's property is now on list and photo will be in newspaper bringing attention to LO Society. An article is to follow as well. Jill Barry has had a tree on her property registered since 1985. It is a centurion and has grown substantially since last measured. Scott will be re-measuring to update listing with LO. It is expected to be the largest Southport tree in LO Society. Goal remains for committee to submit to LO Society in late fall and work toward that goal continues.
5. Tree Champion –
 - a. a) One small change was made to the Nomination Form to indicate that a nominated tree must be in either Southport or the ETJ. Allie Scholer's nomination as a tree champion was approved.
 - b. It was suggested that Betty Timberlake Foundation be recognized for their annual gift. Fred will contact Vicki to arrange how this can be achieved.
 - c. Information and nomination form for tree champion will be added to website. Scott/Marianne to discuss with Elena.
6. The committee has been offered the opportunity to be showcased in the display case at Fort Johnson in July. Committee discussed and will move forward. Annual planting of trees, tree champion and Live Oak Society will be the featured themes. Plans to be discussed at a future meeting.
7. Scott ordered new tree city sign and it will be placed near town limit sign.
8. Landings – no updates. Petition at 317 signatures.
9. Grounds crew – working in Franklin Park for past week they also removed a cedar and some dead shrubs in Northwood Cemetery.
10. With no further business the meeting was adjourned at 5:30 pm.

Dina Rousset - Committee Member.

June 2023 SALES DATA COMPARISON AND SAVINGS

SALES TYPE	2022 Sales	2023 SALES	DIFFERENCE	% CHANGE
RETAIL	\$ 365,206.55	\$ 457,717.65	\$ 92,511.10	25.33
MXB SALES	\$ 195,763.14	\$ 243,710.76	\$ 47,947.62	24.49
TOTAL	\$ 560,969.69	\$ 701,428.41	\$ 140,458.72	25.04
Customers	9017	10378	1361	15.09
Bottles Sold	28,496	32,816	4,320	15.16
			0	
SPA SAVINGS		\$ 7,455.92		
Credit Cards	\$ 421,023.82			
TOTAL SALES INC. TAX	\$ 489,767.96			
	2019 Sales	2023 Sales	Difference	
Retail 2019	\$ 259,446.20	\$ 457,717.65	198,271.45	76.42
MXB 2019	\$ 120,802.53	\$ 243,710.76	122,908.23	101.74
	\$ 380,248.73	\$ 701,428.41	321,179.68	84.47
SALES TYPE	2020 SALES	2023 SALES	DIFFERENCE	% CHANGE
RETAIL	\$ 354,583.45	\$ 457,717.65	\$ 103,134.20	29.09
MXB SALES	\$ 88,279.69	\$ 243,710.76	\$ 155,431.07	176.07
TOTAL	\$ 442,863.14	\$ 701,428.41	\$ 258,565.27	58.38
SALES TYPE	2021 Sales	2023 SALES	DIFFERENCE	% CHANGE
RETAIL	\$ 258,668.50	\$ 457,717.65	\$ 199,049.15	76.95
MXB SALES	\$ 186,523.50	\$ 243,710.76	\$ 57,187.26	30.66
TOTAL	\$ 445,192.00	\$ 701,428.41	\$ 256,236.41	57.56



**Historic Preservation Commission
Special Meeting Minutes
Fire Substation 111 E. Nash St.
June 20, 2023
4:00 p.m.**

Members Present: Charles Drew, Rick Pukenas, Bonner Herring, Bonnie Bray, and Tal West

Members Absent: Joanne Wesson, Jim McKee, Alexis-Gore Graves, and Josh McGee.

Staff Present: Travis Henley, Director of Development Services
Maureen Meehan, City Planner
Tanya Shannon, Deputy Clerk

Board of Aldermen: Robert Carroll

Liaison:

- A. Chairman Charles Drew called the meeting to order at 1:05 p.m.
- B. The Invocation was given by Chairman Charles Drew.
- C. The Pledge of Allegiance was led by Chairman Drew.

A Motion was made by Mr. Herring to vote Ms. Bray and Mr. West into voting positions and seconded by Mr. Pukenas. ***Unanimous Vote; Motion Carried.***

- D. Mr. Pukenas Motioned to approve the Agenda and was seconded by Mr. West. ***Unanimous vote; Motion carried.***

- E. A Motion was made to approve the June 7, 2023, Meeting Minutes by Mr. Pukenas and was seconded by Mr. Herring. ***Unanimous vote; Motion carried.***

F. Public Comment:

- Ms. Pat Kirkman said that she would like to make a suggestion and a proposal. She would like to see a Plaque that recognizes The City of Southport as being designated on the National Historic Registry since 1980. She is proposing that monies that have been appropriated in the budget for the Historic Commission be used to purchase a plaque and recommended putting it on the back of the Susie Carson monument at Fort Johnston.
- Planning Board Chairman Sue Hodgins addressed the Board and explained that the Planning Board will begin review on the Signage and Lighting standards and guidelines in the UDO for possible updates and revisions. She said that since this will be an extensive review, she would like the HPC to be involved in the process. She said that the goal for both boards is to protect and preserve the historic character of Southport. She asked that when the Historic Commission begins establishing the guidelines for signage and lighting to consider collaborating with the Planning Board so that these guidelines and standards can be unified.

Mr. West questioned if the signs in Southport were ground mounted. Planner Meehan stated some parts of the City have ground mounted signs. Mr. West said in his opinion that ground mounted signs look better. Ms. Hodgins said that this would be something that the Boards could review to determine the standards for the appropriate zoning district.

G. Old Business: Review of Design Guidelines

Additions to Historic Buildings

Development Services Director Henley continued with review of Beaufort's design guidelines. He went over the guidelines at 7.8.1. *Where possible, locate new additions at the side or rear so that they have a minimal impact on the façade and other primary elevation of the affected building or adjacent properties.* Henley said that "where possible" will be up to the discretion of the Board.

Director Henley said that guideline 7.8.2 will likely be controversial. He explained that constructing a new addition cannot be bigger to the existing structure. Mr. West suggested adding a disclaimer so that you "don't lose your sense of place". He explained that if there is a historical structure that wants to add on and it doesn't fit in with the character then it has lost it's since of place.

Mr. West referenced back to the last meeting where he was unable to attend and the aluminum façade store fronts. He questioned what this discussion was about. Planner Meehan said that there was discussion on the store front façade and it was recommended that shiny aluminum or other types of colored aluminum should be prohibited.

Decks on Historic Buildings

City Planner Meehan went over the guidelines in Chapter 7 for decks. As stated, decks or patios should be built so that they do not damage any significant historic architectural features and can be removed in the future with minimal damage. Guideline 7.9.5 that stated, '*decks may not be constructed on the roof of any historic structure in the historic district*'. Planner Meehan questioned if that would also include a new structure in the historic district. Director Henley said that he would be curious how Beaufort uses this guideline and could contact them to see.

Landscaping

Landscape elements, streetscapes, trees, yards, and fences play a crucial role in defining the charm and character of Beaufort's historic district. Ms. Meehan read the guidelines beginning in Chapter 8. Ms. Bray asked about the ROW's and where the discussion was on addressing concerns for landscape and trees that are planted in the ROW. Mr. Henley said in the district the lots are zoned R-10 and they are mostly non-conforming and they are not required to provide any onsite parking for residential. He said one thing the Board is looking at is whether the City is going to allow improvements and parking in the ROW. However, he said these spaces cannot be completely reserved for the owners because it is public property. He said another discussion is whether to grandfather in the existing encroachments. There was a lot of discussion on the use of the right-of ways and understanding and how it can or cannot be used. If there is existing trees planted in the ROW and utilities need repair or for other City needs the property owner would be responsible for replacing that landscape. Mr. Henley said if the City had more curbs, it would protect more of the ROW. Mr. Henley said that there will be issues with the landscaping. It was the consensus of the Board to table the discussion on landscaping until consulting with some of the Committees such as the Forestry, Beautification, Garden Club or maybe Ms. Patsy Walker that Mr. Herring recommended.

Fences and Walls

Mr. Henley gave an overview. In Beaufort it states All applications for a COA for the construction of fences and walls must include the following to be considered: 1) A detailed survey plat or site plan showing the location of the proposed fence. 2) A scaled elevation drawing of the proposed fence or a photograph showing another fence which will be used as the exact model for the proposed fence. Chairman Drew asked what are Southport's fence regulations. Mr. Henley said four feet in the front and six feet on the sides and rear.

Outside Utilities

As stated in the guidelines by Mr. Henley :Utility work in the public right of way may require a COA. All new utility poles and lines, transformers, and signal equipment must be approved by the HPC and will be evaluated on the basis of location, design, color, scale, and compatibility with the surrounding streetscape, and the overall visual impact on the district or landmark.

Exterior Lighting

Director Henley said the process has just begun on updating and revising the Lighting Ordinance in the UDO with the Planning Board. Mr. Henley went over the guidelines. He said that guideline 8.4.5: *All lighting should be directed toward the property for which it was intended and should not spill over onto adjacent properties.* will be conflicting with Southport's current UDO.

Off-Street Parking

Planner Meehan went over the guidelines for off-street parking. It was discussed that on guideline 8.5.7 that stated that the use of certain paving material were used for parking areas and driveways would be different materials that were/are used in Southport. Ms. Meehan said there will be some guidelines that will be revised to meet the standards and guidelines for the historic character of Southport. There will need to be more discussion on this.

Signage

8.6.2: Place signs so that they do not visually overwhelm the building or streetscape or damage or obscure character defining architectural details. Ms. Meehan noted that it should be considered that the Board may want to require smaller signage than what the Beaufort zoning may allow. She said that public traffic, directional, and information signs are under the purview of the Commission. These signs should be consolidated and placed on uniform poles to reduce visual clutter. Standard locations for such signage should also be designed to mitigate impact. Chairman Drew commented that there pole street signs were used at one time, and there are a few left. There was discussion on incorporating those back into the Historic District. It was noted DOT and Emergency Services would need to collaborate with signage.

8.6.9. The use of a sandwich board, back-to-back sign or V-board in the Historic District of Beaufort conflicts with the Southport UDO guidelines. Mr. Henley asked if the Board would like to use Beaufort's guidelines or stay with the City's UDO guidelines? The consensus of the Board was to follow in accordance with the Southport UDO.

Chairman Drew question this guideline 8.6.6. Use of internally illuminated or flashing signs (including illumination of vending machines) is prohibited. He said that there is a vending machine on Nash Street near the Public Restrooms that is lighted. Mr. Henley said that this is allowable because it is on a non-conforming lot. However, vending machines are not allowed in the CBD.

Chairman Drew stated that signage will be a big conversation. He said people may be concerned on how this will effect their businesses.

H. New Business: None

I. Other Business: Mr. Henley said there will be a continuation of the review on the guidelines and working on the feedback that was given. He said that meeting twice a month will be put on pause until the new Historic Planner is hired.

A Motion was made by Mr. Pukenas to return Mr. West and Ms. Bray back to their alternate positions and seconded by Mr. Herring. ***Unanimous Vote; Motion Carried.***

J. Announcements:

Chairman Drew reminded everyone that the regular Historic Preservation Commission would be on July 5th at 4:00 p.m.

There was no further business. A Motion was made by Mr. Pukenas to adjourn the meeting and seconded by Mr. Herring. ***Unanimous vote; Motion carried.***

Adjournment: 3:04 p.m.

Chairman, Charles Drew

Deputy Clerk, Tanya Shannon