



**CITY OF SOUTHPORT
BOARD OF ALDERMEN
REGULAR MEETING AGENDA**
223 E. BAY STREET
October 5, 2023
1:00 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. Introduction of New Employees**
- E. Approval of Agenda**
- F. Approval of the Consent Agenda**
 - 1. Electronic Records Policy (T. Shannon, B. Therrien)
 - 2. Abandonment of Southeast Brunswick Sanitary District Pipe (T. Stanley)
 - 3. Agreement with NCLM for Cybersecurity Assistance (B. Therrien)
 - 4. Minutes of the Regular Agenda Review and Workshop September 8, 2023
 - 5. Minutes of the Regular Agenda Review and Workshop August 4, 2023
 - 6. Minutes of the Special Town Hall Meeting on Homelessness in Southport September 5, 2023
- G. Special Recognition**
- H. Agenda**
 - 1. Presentation and Update of the NC 211 Construction (J. Pratt, Resident Engineer, NCDOT)

2. Easement Agreement with Atlantic Telephone Membership Corporation (B. Therrien)
3. Building Assessment Consultant Selection (T. Stanley, T. Zilinek)
4. Regional Planning Organization Selection (B. Therrien, M. Meehan)
5. Short-term Vacation Rental Ordinance-Board Decision (M. Meehan)
6. Forensic Audit (Alderman Alt B. Therrien)
7. Creek Committee (Alderman Alt, B. Therrien)
8. Affordable Housing (Alderman Alt, B. Therrien)
9. Political Signs and the UDO Requirements (B. Therrien)

I. Committee Reports

J. Manager's Report

K. Mayor's Comments

L. Board Comments

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

N. Adjourn



BOARD OF ALDERMEN AGENDA ITEM SUMMARY

DATE: 10/5/2023

DEPARTMENT: Administration

PRESENTED BY: Consent Agenda (Tanya Shannon)

ITEM SPONSORED BY: Administration

ITEM/TOPIC: Electronic Records Policy

COST: n/a

BUDGET LINE ITEM: n/a

JUSTIFICATION: In order to proceed with our records digitalization plan, we must adopt a policy for the management of electronic records. The NC Department of Natural and Cultural Resources provides a policy for regular record retention and disposition which is the one we are recommending for the City's use. Toshiba is ready to start scanning and organizing our records.

IMPACT IF NOT APPROVED: We will not have an Electronic Records Policy and cannot move forward with having our records digitized and disposed of according to our adopted retention policy.

DEPARTMENT HEAD COMMENTS: We would very much like to move forward with moving older records to digital records and free up some space in City Hall and in the off site storage area. In order to do that, the Board must adopt an Electronic Records Policy and we are recommending this one.

CITY MANAGER COMMENTS: I concur with the recommendation.

ATTACHMENTS: NC Dept of Natural and Cultural Resources Electronic Records Policy, and the Welcome Kit from Toshiba who will be helping the transition to digital records.

REQUESTED ACTION: Adopt the Electronic Records Policy

PROPOSED MOTION:

When the Consent Agenda is approved, the Electronic Records Policy will be adopted.

The City of Southport Electronic Records and Imaging Policy and Procedures

For Use by Local Agencies

September 2023



Subject:	Electronic Records	Policy Number:	
Effective date:		Modified date:	
Type of Government Office: ☐ County ☒ Municipal ☐ State Agency ☐ Other*			
County/Municipality/Agency:		City of Southport	
Name of Office: City of Southport		Administration	
Office Address: 1029 N. Howe Street		Southport, N.C. 28461	
Phone:	(910)457-7929	Fax:	(910) 457-7948
Email:	tshannon@cityofsouthport.com		

*Includes
assigned and
unassigned
offices
(authorities,

boards, bureaus, commissions, councils, private/public hybrid entities, etc.)

The City of Southport Electronic Records and Imaging Policy was adopted on this

_____ day of _____, _____ by The Board of Aldermen.

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

Tanya Shannon, Deputy Clerk

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1. Purpose

The purpose of this policy is to safeguard all official permanent records and all legal requirements for the retention and availability of public records. The City of Southport uses the Contractor Toshiba Business Solutions to provide the following services:

- **Consult with Contractor personnel to implement Scanning need(s).**
- **Consult the Contractor personnel on the index criteria.**
- **Inform the Contractor personnel on scanning requirements.**
- **Inform the Contractor personnel on shipping requirements.**
- **Assist Contractor IT personnel with User Access as needed.**
- **Access to the Visual Vault SaaS portal for image Q/A processing.**
- **Training: Train End-User to use the SaaS portal for Q/A purposes.**

This Policy will need to be updated in October 2028.

The records covered by this policy are in the custody of The City of Southport and are maintained for the benefit of the City's use in delivering services and in documenting agency operations. This electronic records policy reflects guidelines established in the North Carolina Department of Natural and Cultural Resources publication *Guidelines for Managing Trustworthy Digital Public Records*.¹ Complying with this policy will increase the reliability and accuracy of records stored in information technology systems and will ensure that they remain accessible over time. Exhibiting compliance with this policy will enhance records' admissibility and acceptance by the judicial system as being trustworthy.

All public records, as defined by North Carolina G.S. § 132-1 are covered by this policy. This includes permanent and non-permanent records, including both confidential and non-confidential records. These classifications may warrant different treatments when processing the records. This policy serves as basic documentation of the procedures followed by the department in imaging, indexing, auditing, backing up, and purging electronic records in accordance with the disposition schedule and in handling the original paper records, if applicable.

This policy also serves to protect those records digitized by the Toshiba Business Solutions imaging system, which reduces required storage space for original documents as the agency transitions to a "more paperless" digital system and provides instant and simultaneous access to documents as needed.

The form provided in Section 10 of this document, *Request for Disposal of Original Records Duplicated by Electronic Means*, is completed and submitted to the Department of Natural and Cultural Resources whenever this agency wishes to dispose of a series of paper records that have been digitized.

This policy will supersede any electronic records system policy previously adopted. This policy will be reevaluated at a minimum of every **five** years or upon the implementation of a new information technology system and will be updated as required. A copy of this policy will remain on file at the Department of Natural and Cultural Resources.

2. Responsible Parties

The following parties will have the authority to maintain all digital records and adhere to all procedures and processes, including following State Statutes and Record Retention Policies.

¹ <https://archives.ncdcr.gov/documents/guidelines-managing-trustworthy-digital-public-records>

- Agency Supervisor/Division Director
- Managerial Staff
- IT Department
- Records Creators

Agency Supervisor/Division Director

Responsibilities Include

1. Determining access rights to the system
2. Approving system as configured by IT

Managerial Staff

Responsibilities include:

1. Ensuring training of records creators
2. Periodically auditing imaged records for accuracy, readability, and reproduction capabilities before the original documents are destroyed

IT Department

Responsibilities include:

1. Installing and maintaining equipment and software
2. Configuring the system according to agency needs, including creating and testing applications and indexes
3. Controlling permission rights to the system
4. Maintaining documentation of system hardware and software
5. Establishing audit trails that document actions taken on records stored by the information technology system
6. Providing backups for system records and recovering deleted imaged records when necessary
7. Completing a disaster recovery backup at least once every two years
8. Establishing and providing training on equipment and software, documenting such training, and providing remedial training as needed.
9. Creating and updating detailed procedural manuals describing the imaging process and equipment
10. Conducting any necessary batch conversions or batch renaming of imaged records

Records Creators

Responsibilities include:

1. Attending and signing off By Staff or by the Department of Natural and Cultural Resources
2. Creating passwords for computers that are long, complex, and frequently changed
3. Creating and managing electronic records in their purview in accordance with the policies and other guidance issued by the Department of Natural and Cultural Resources and complying with all IT security policies
4. Reviewing system records annually and purging records in accordance with the retention schedule
5. Guaranteeing that records, regardless of format, be retained for the period of time required by local records retention schedules
6. Carrying out day-to-day processes associated with the agency's imaging program, including:
 - Designating records to be entered into the imaging system
 - Noting confidential information or otherwise protected records and fields
 - Removing transitory records from the scanning queue
 - Completing the indexing guide form for each record being scanned
 - Reviewing images and indexing for quality assurance

- Naming and storing the scanned images in designated folders
 - Once approved, destroying or otherwise disposing of original records in accordance with guidance issued by the Department of Natural and Cultural Resources
7. Public employees who have been approved to telecommute or use mobile computing devices must:
- Comply with all information technology security policies, including the agency and statewide acceptable use policies, as well as all statutes and policies governing public records
 - Back up information stored on the mobile device daily to ensure proper recovery and restoration of data files
 - Keep the backup medium separate from the mobile computer when a mobile computer is outside a secure area

3. Availability of System and Records for Outside Inspection

This agency recognizes that the judicial system may request pretrial discovery of the information technology system used to produce records and related materials. Agency personnel will honor requests for outside inspection of the system and testing of data by opposing parties, the court, and government representatives. Records must be available for inspection and audit by a government representative for the full period required by law and approved records retention schedules, regardless of the life expectancy of the media on which the records are stored. Records must continue to exist when litigation, government investigation, or audit is pending or imminent or if a court order may prohibit specified records from being destroyed or otherwise rendered unavailable.

In order to lay a proper foundation for the purposes of admitting the agency's electronic records into evidence, the agency will be able to provide up-to-date, detailed documentation that describes the procedural controls employed in producing records; procedures for input control, including tests used to assure accuracy and reliability; and evidence of the records' chain of custody. In addition to this policy, such documentation includes:

- Procedural manuals
- System documentation
- Training documentation
- Audit documentation
- Audit trails documenting access permission to records

The City of Southport honors inspection and copy requests pursuant to N.C. G.S. § 132. The agency should produce the records created and used in the course of business, maintaining an established folder structure as applicable. The agency should produce records in any format it is capable of producing if asked by the requesting party; however, the agency is not required to create or compile a record that does not already exist. If it is necessary to separate confidential from non-confidential information in order to permit the inspection or copying of public records, the public agency will bear the cost of such separation.

4. Maintenance of Trustworthy Electronic Records

- Produced by Methods that Ensure Accuracy
- Maintained in a Secure Environment
- Associated and Linked with Appropriate Metadata
- Stored on Media that are Regularly Assessed and Refreshed

Produced by Methods that Ensure Accuracy

All platforms used by the City to create and manage electronic records, including e-mail clients, social media platforms, and cloud computing platforms, conform with all Department of Natural and Cultural Resources policies and all applicable IT security policies.

Electronic files are named in accordance with the *Best Practices for File Naming* published by the Department of Natural and Cultural Resources.

Electronic files are saved in formats that comply with DNCR's *File Format Guidelines for Management and Long-Term Retention of Electronic Records*.² File formats used by the agency are identified as standard by DNCR and are well-supported, backward compatible, and have robust metadata support.

Maintained in a Secure Environment

Security of the system and the records it holds is maintained in the following ways:

- Access rights are managed by the IT department and are assigned by a supervising authority to prevent unauthorized viewing of documents.
- The information technology system is able to separate confidential from non-confidential information.
- Folders with confidential information are restricted, and access rights to confidential data are carefully managed.
- Physical access to computers, disks, and external hard drives is restricted.
- All system passwords and operating procedure manuals are kept in secure off-site storage.

Stored on Media that are Regularly Assessed and Refreshed

Data is converted to new usable file types as old ones become obsolete. The following steps are taken to ensure the continued accessibility of records kept in electronic formats:

- Data is audited and assessed annually. If there is evidence of file corruption, data should be migrated to new media.
- Records are periodically verified through hash algorithms. This is required before and after transfer to new media to ensure the records are not altered.
- Media is refreshed every three to five years. The agency documents when and how records are transferred from one storage medium to another. Once the new media has been sampled to assure the quality of the transfer, the original media may be destroyed according to the guidelines of 07 NCAC 04M .0510.
- Records are periodically migrated to new file types, particularly when a new information technology system requires that they be brought forward in order to render the file properly.
- Metadata is maintained during transfers and migrations.
- Storage media are maintained in a manner and in an environment that promotes bit-level preservation. Humidity does not exceed 50% and should not fall below 30%. Room temperature is set between 65° F to 75° F. The agency adheres to the media manufacturer's recommendations for specific environmental conditions in which the media should be stored.
- Whatever media is used to store data is clearly labeled with enough information that its contents can be determined (e.g., optical media should have a physical label; data stored on a server should be indexed).

5. Components of Information Technology System

² <https://archives.ncdcr.gov/documents/file-format-guidelines-management-and-long-term-retention-electronic-records>

Training Programs

The IT department will conduct training for system use and electronic records management, using material published by the Department of Natural and Cultural Resources when appropriate. All employees will be made aware of system procedures and policies and trained on them; employees will acknowledge by initialization or signature that they are aware of the policies and have received training on them. When appropriate, employees will also attend trainings offered by the Department of Natural and Cultural Resources on the maintenance of electronic records. Documentation will be maintained for the distribution of written procedures, attendance of individuals at training sessions and refresher training programs, and other relevant information.

Audit Trails

At a minimum, the IT department will maintain documentation on who has read and/or written permission to access files maintained by the agency. Ideally, a log of activities on the system is maintained, which shows who accessed the system, how and by whom records were created and modified, and whether standard procedures were followed.

Audits

Audits are designed to evaluate the process or system's accuracy, timeliness, adequacy of procedures, training provided, and the existence of audit trails. Internal audits are conducted regularly by agency IT staff, at least once a year.

6. Documentation of Information Technology System

Documentation of all City Records, including Contracts, Projects, Planning, Finance, and other information. The Documents will be submitted to Toshiba Business Source for scanning and filing and then stored in the City's Cloud Account. The City Manager, Assistant City Manager/ Clerk, and Deputy Clerk will maintain the process of sending the records and having them digitally recorded. All permanently retained records will be provided electronically and by hard copy.

System Design

The agency maintains documentation that describes system procedures, practices, and workflows. This documentation also identifies system software and hardware and captures the system environment in terms of the organizational structure, functions and responsibilities, and system processes. It explains how the system operates from a functional user and data processing point of view. Documentation is reviewed and updated by IT staff annually or upon implementation of a new information technology system. Such documentation maintained by the agency includes:

- Procedural manuals
- System documentation
- Security backup and disaster recovery procedures as a part of the Continuity of Operations Plan
- Service level agreements for contracted information technology services

Retention of System Documentation

One set of all system documentation will be maintained during the period for which the records produced by the process or system could likely be subject to court review and until all data created by every system instance has been destroyed or transferred to a new operating environment. All such documentation is listed in the state's records retention schedule.

7. Digital Imaging Program Documentation and Procedures

System and Procedural Documentation

The IT department is responsible for preparing and updating detailed procedures that describe the process followed to create and manage imaged electronic records. This documentation will include a description of the system hardware and software. A current procedural manual will be maintained to ensure the most current steps are followed and to ensure reliable system documentation will be available for judicial or similar proceedings.

Each workstation designated as a scanning station will have, at a minimum, the following hardware and software unless the scanner is collocated by means of a network interface:³

- Document/image scanner authorized by IT
- Driver software for scanner authorized by IT
- Imaging software authorized by IT
- Instructions manual, maintained by IT staff, describing in detail the steps required in the scanning process. This manual will also define:
 - The resolution of scanned images, as well as any compression standard used
 - The file formats of scanned images
 - The file naming conventions used for scanned images
 - Whether batch conversion or batch file re-naming will be necessary, and what tool is used for such conversions
 - Whether any image enhancement techniques should be conducted after imaging

Indexing and Metadata

All imaged records must be indexed in order to facilitate efficient retrieval, ease of use, and up-to-date information about the images stored. This index should capture the content, structure, and context of the imaged records and will be developed by IT staff prior to the implementation of any imaging system. Metadata will be maintained in accordance with the guidelines provided in Section 4, *Maintenance of Trustworthy Electronic Records*.

Auditing and Audit Trails

Staff trained to conduct imaging will conduct a quality control audit following the imaging of a record to ensure that the following features of the imaged record are legible:

- Individual letters, numbers, and symbols
- Combinations of letters, numbers, and symbols forming words or sentences
- Graphics such as signatures, logos, and pictures
- Other features of records, such as color, shape, texture, etc., that relate to the content of the information

Managerial staff for the various units of the agency will also periodically audit imaged records for accuracy, readability, and reproduction capabilities. Written quality control documentation will be prepared indicating the sampling of records and what remedial procedures were followed if the expected level of accuracy was not achieved.

Audit trails should be built into the imaging system that will automatically document who creates, duplicates, modifies, or otherwise accesses records and what procedures were taken. Audit trails include the success or failure, date, time, and user of the following events:

- Add/Edit electronic document
- Assign index template

³ If your scanner is networked, you will only have one response to each of the first three items. If you have separate workstations throughout your agency, we recommend an inventory that specifies the equipment and software used at each workstation.

- Copy document
- Copy pages
- Create a document/folder
- Delete entry
- Delete pages
- Delete volume
- Edit image
- E-mail document
- Export document
- Index creation/deletion/modification
- Insert page
- Log in/out
- Move document
- Move pages
- Print document

Managerial staff will document by position title employees that have the authority to complete each of the tasks listed.

Retention of Original and Duplicate Records

To obtain permission to destroy original records following imaging, this agency will complete Section 10 of this document, *Request for Disposal of Original Records Duplicated by Electronic Means*. For each records series identified for scanning, the Department of Natural and Cultural Resources must approve the destruction of the original records. Permanent records may be imaged for ease of access, but the original documents may not be destroyed unless an analog copy exists prior to the records' destruction.⁴

Destruction of original records is allowed only after quality assurance has been conducted on the imaged records, necessary corrections have been made, the electronic records system is audited for accuracy, and the destruction of records has been approved.

If digital images replace the original records and assume all legal authorities, these scanned records will be considered the record copy and must be maintained for the specified retention period defined in the appropriate records retention and disposition schedule.⁵ The retention period is considered to have begun when the original document was created, not when the electronic version was produced. Any hard copy generated from the imaged records will be considered the agency's duplicate "working" record or reference copy.

A copy of the purchase order and a detailed service level agreement with **Toshiba Business Solutions** is maintained. See Section 8 of this policy, *Other Electronic Records Management Practices*, for more information on contracting out electronic records management services.

8. Other Electronic Records Management Practices

Toshiba Business Solutions scans and digitally files records maintained on the City of Southport's Cloud Drive.

⁴ Any permanent records maintained in electronic form must also exist as a paper or microfilm preservation duplicate copy in compliance with the Department of Natural and Cultural Resources *Human-Readable Preservation Duplicates* policy.

⁵ The Society of American Archivists *Glossary of Archival and Records Terminology* defines record copy as "the single copy of a document, often the original, that is designated as the official copy for reference and preservation." Available at <http://www2.archivists.org/glossary/terms/r/record-copy>.

- System Planning
- Shared Drive Management
- Security and Disaster Backup and Restoration
- Contracting with Scanning Services with Toshiba Business Solutions

Shared Drive Management

Employees use shared storage for collaboration and access performed by IT. The Procedures for the use of this shared storage comply with DNCR's guidance document *Global Shared Storage Guidelines*.⁶

Security and Disaster Backup and Restoration

The agency has a disaster recovery plan for its electronic data in place, which includes contact information for data recovery vendors and information about backups of all data. Security backups to protect against data loss are generated for all but the most transitory of files. Routine backups are conducted by IT.

Vendor-Provided Services/Hosted Solutions

The terms of the service level agreement with **Toshiba Business Solutions** will conduct all of the following.

- File formats
- Plan for converting files to a new format
- File naming practices
- Access rights/security mechanisms
- Backups (specify frequency and location)
- Mechanism for destructions
- Audits (data should be audited at least annually to test accessibility and assess the need for refresh or migration)
- Frequency of refreshing of media (should be at least every 3-5 years)
- Frequency of checksum validation (should be at least at every migration)
- Environmental conditions where media is stored (humidity 30-50%, temperature 65-75°F)
- Training program
- Disaster recovery procedures
- System documentation/procedural manual – a copy should be provided to the agency that specifies what hardware and software are provided by the vendor
- System for indexing records
- Quality control procedures
- Mechanism for document production due to litigation, audit, or public records request
- Mechanism for avoiding spoliation of evidence
- Costs for:
 - Uploading records
 - Downloading records
 - Migrating records
 - Service termination
 - Proprietary software necessary to access records (if applicable)
- Performance/availability (e.g., planned and unplanned downtime)

⁶ <https://archives.ncdcr.gov/documents/global-shared-storage-guidelines>

- Ownership of data
- Procedure for exporting records (including images as well as metadata) at the end of the contract period and/or when the vendor ceases operation

9. Compliance and Electronic Records Self-Warranty

The completion of this form by all signing employees signals that all employees will adhere to the rules set forth in this policy. Furthermore, this section is to be used as a self-evaluation tool to ensure that electronic records produced by the agency are created, reproduced, and otherwise managed in accordance with guidelines for electronic public records published by the North Carolina Department of Natural and Cultural Resources. **[The self-warranting of records in itself does *not* authorize the destruction of records, originals, or copies, *nor* does it change current records retention and disposition scheduling procedures. Destructions of records are authorized when your agency approves the current retention and disposition schedule(s). If scanned records are intended to take the place of original paper records, local agencies must submit the *Request for Disposal of Original Records Duplicated by Electronic Means* form.]**

Records Custodian/Managerial Staff

The records custodian is the person responsible for creating records or managing the staff who create records.⁷ The records custodian certifies that: The records created or duplicated by electronic means in this office are prepared in accordance with these guidelines as indicated by the following statements:

- Quality - Records are legible, accurate, and complete.
- The records are produced or reproduced as part of a regularly conducted activity.
- The records conform to DNCR guidance regarding file formats, file naming, and if applicable, digital preservation guidance produced by DNCR.
- Detailed, documented procedures are in place and followed when the records are created, copied, modified, or duplicated.
- The person who creates, copies, modifies, or duplicates records receives formal training on detailed system procedures prior to records preparation.
- Details of the training received are adequately documented through written policies and procedures.
- Employees sign training records after receiving training.

The City of Southport will comply with the best practices and standards established by the Department of Natural and Cultural Resources as published on its website.

The City of Southport will submit to the Department of Natural and Cultural Resources Section 10 of this policy, Request for Disposal of Original Records Duplicated by Electronic Means, to seek approval for the destruction of original records that have been converted from paper to electronic record. Affected records creators will be trained on the proper creation and maintenance of electronic records. Imaged records will be periodically audited for accuracy, readability, and reproduction capabilities before the original documents are destroyed.

⁷ G.S. § 132-2 specifies, "The public official in charge of an office having public records shall be the custodian thereof." G.S. § 160A-171 specifies that the city clerk is the custodian of all city records. Therefore, the individual signing this section will likely be the clerk at the local level or the head of the organizational unit.

Approved by:	Tanya Shannon	Date:	
Title:	Deputy City Clerk		
Signature:			

Project Supervisor

The IT Professional is the person responsible for providing technical support to the records custodians and who may be involved in infrastructure and system maintenance. In the absence of an IT department, the supervisor of the records custodian should verify the following items. The IT Professional certifies that:

Audit trails document the identity of the individual who creates, duplicates, modifies or otherwise prepares the records, what actions are taken by the individual during the course of the process, when these actions are taken, and what the results of these actions are.

Audits:

- are performed periodically to confirm that the process or system produces accurate results.
- Confirm that the procedures followed are in accordance with the agency's documentation.
- are performed routinely on files to ensure no information has been lost.
- are performed by an independent source (i.e., persons other than those who create the records or persons without an interest in the content of the records. Acceptable sources may include different departments or authorized auditing authorities).
- are adequately documented.

The process or system hardware and software are adequately documented.

Permanent records conform to all file formats, file naming, and digital preservation guidance produced by the Department of Natural and Cultural Resources.

Backup procedures are in place and comply with best practices as established by the Department of Natural and Cultural Resources.

Successful disaster recovery backup is completed at least once every two years.

Approved by:	Dorothy Dutton	Date:	
Title:	Assistant City Manager/ Clerk		
Signature:			

Agency Supervisor/Division Director

The agency supervisor or division director is the person responsible for approving internal policies and procedures related to the creation and maintenance of electronic records. The agency supervisor/division director certifies that:

Determinations are made regarding employees' permission rights to the electronic records system.

IT's configurations for the electronic records system are reviewed and approved before the electronic records system becomes operational.

Approved by:	Bonnie Therrien	Date:	
Title:	City Manager		
Signature:			

Approved by the City of Southport Board Aldermen on the ____ day of _____, _____.

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

Dorothy Dutton, Assistant Manager/ City Clerk

FOR THE DEPARTMENT OF NATURAL AND CULTURAL RESOURCES USE

Approved by:		Date:	
Title:			
Signature:			

10. Request for Disposal of Original Records Duplicated by Electronic Means

This form is used to request approval from the Department of Natural and Cultural Resources to dispose of **non-permanent** paper records that have been scanned, entered into databases, or otherwise duplicated through digital imaging or other conversion to a digital environment. This form does not apply to records that have been microfilmed or photocopied.⁸

⁸ Please contact a Records Analyst with any questions about the destruction of original paper records.



Request for Disposal of Original Records Duplicated by Electronic Means

If you have questions, call (919) 814-6900 and ask for a Records Management Analyst.

This form is used to request approval from the Department of Natural and Cultural Resources to dispose of non-permanent paper records that have been scanned, entered into databases, or otherwise duplicated through digital imaging or other conversion to a digital environment. This form does not apply to records that have been microfilmed or photocopied or to records with a permanent retention.

Agency Contact Name:		Date (MM-DD-YYYY):
Phone (area code):	Email:	
County/Municipality:	Office:	
Mailing address:		

Records Series Title A group of records as listed in records retention schedule	Description of Records Specific records as referred to in-office	Inclusive Dates (1987-1989; 2005-present)	Approx. Volume of Records (e.g. "1 file cabinet," "5 boxes")	Retention Period As listed in records retention schedule

Requested by:

Signature	Title	Date
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Approved by:

Signature	Requestor's Supervisor	Date
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Concurred by:

Signature	Assistant Records Administrator State Archives of North Carolina	Date
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DIVISION OF ARCHIVES AND RECORDS — GOVERNMENT RECORDS SECTION

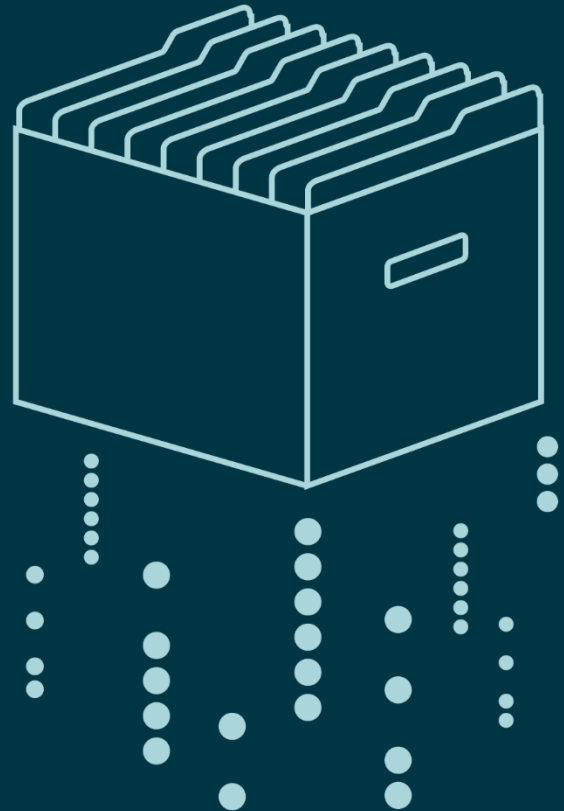
MAILING ADDRESS:
4615 Mail Service Center
Raleigh, N.C. 27699-4615

<http://archives.ncdcr.gov>
Telephone (919) 814-6900
Facsimile (919) 715-3627
State Courier 51-81-20

LOCATION:
215 N. Blount Street
Raleigh, N.C. 27601-2823

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The Docufree Team

How Our Service Works

We've designed a straightforward process so your workforce can start enjoying the benefits of searchable electronic documents faster than ever. While every project is unique, our approach is always the same.

Client Services & Support

Your Docufree Document Conversion program is backed by a dedicated in-house support team who will provide you with personalized guidance and make sure your service is always aligned with your business goals. This includes:

- Initial project review
- Coordination of box shipments
- Cloud account site set-up
- First box image and index review
- File pull requests
- Final project review
- Cloud account site training
- Scheduling disposition of originals (shred/return/store)

Email support at:

customersuccess@docufree.com

Or call by dialing:

(844) 652-9084



Your Next Steps

Your empty boxes should be on their way if you have not received them already. Once they are delivered, you will need to assemble and label the boxes, pack up your files and prepare them for shipping. Below are important instructions to guide you through this process. Once we have your boxes, we will take care of everything else.



Step 1: Assemble Your Boxes

Docufree boxes are shipped flat in a large carton and can be assembled easily by following the printed instructions on the outside of each box. While we understand your documents may already be inside another box, it is critically important that you place them in Docufree boxes. Our boxes are engineered to withstand the shipping process so we know they will arrive safely at our processing center. If you absolutely must use your own boxes, please call us to discuss this before packing.



Step 2: Pack Up Your Files

If your documents are currently filed according to a taxonomy that works for you, leave them in the original file folders and place them in the box. Docufree will scan the file folder tab and all of the paper documents within the file folder as one text-searchable PDF. The PDF will be named based on the first 50 characters of the file folder tab starting from left to right, top to bottom. For example: the file folder tab for “Barfield, Henry CET 12/14/2014” would become the name of your PDF and formatted as, “BARFIELD, HENRY_CET_12/14/2014.PDF”.



Step 3: Create An Inventory List

This is purely for your benefit in the event you need access to a document after it's been shipped to us for scanning. While we recommend that you follow this step, it is not a requirement. An inventory list, or “document manifest”, is an inventory of what each box contains. It can be as simple as listing the box number and the file folder names contained within the box. Should you need to access a document while it's at our conversion center, simply reference your document manifest and let us know which box the file(s) you need is located.

Box No.	Employee Name
1	Adams, Aaron
2	Baker, Steve
3	Delaney, Jane
4	Farr, Mark
5	Harris, Am



Step 4: Gather Packing Supplies

To prepare your boxes for shipping, you will need:

- One permanent marker
- Clear sealing tape with a dispenser (to make it easy)
- Clear UPS shipping sleeves which you should receive from us
- Your Docufree assembled boxes with documents packed inside



Step 5: Write Box Name & Number On Boxes

Make sure the box properly closes and the lid is completely flat. If you over pack a box, the chance of it getting damaged during shipping increases. Following your inventory list, write the box name and number in the blank lines provided on the side of the box. The box name can be a Department name or any other specific information that will help you identify the box later.

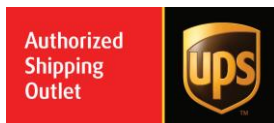


Step 6: Order Shipping Labels & Tape Up Your Boxes

Email Docufree's Customer Success Team at customersuccess@docufree.com to order your UPS shipping labels. Print and place each UPS shipping label inside a clear shipping sleeve and adhere it to the top of the box lid. Using clear sealing tape, wrap the tape around the entire box from front-to-back (2 times) and side-to-side (3 times). The tape should go completely under and around the box. Make sure you keep the hand hold free of tape.

Step 7: Schedule Pickup

When you're ready for your boxes to be picked up, send an email to customersuccess@docufree.com. One of our team members will then reach out to you to schedule pickup via UPS. This lets us know how many boxes you are sending our way and when we can anticipate them to arrive.





BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: 9/28/2023 **DEPARTMENT:** Public Services

PRESENTED BY: Tom Stanley, Public Services Director

ITEM SPONSORED BY: Public Services

ITEM/TOPIC: Transfer of ownership/permit holder of force main to Southeast Brunswick Sanitary District (SBSD).

COST: \$0 to city **BUDGET LINE ITEM:** N/A

JUSTIFICATION: This line will be abandoned by NCDOT unless the city agrees to transfer the line to SBSD. It serves no purpose to the city, but can allow for a bit of redundancy for SBSD.

IMPACT IF NOT APPROVED: No impact to the city. We will ask NCDOT to abandon the line as it serves no purpose any longer. It was used to convey wastewater to SBSD pre- Sandy Lane lift station.

DEPARTMENT HEAD COMMENTS: Allow SBSD to take ownership of the force main to keep as a redundant line to keep the systems tied together in case it was ever to be needed.

CITY MANAGER COMMENTS: I concur with Mr. Stanley's recommendation.

ATTACHMENTS: (1) Letter to NCDOT asking to keep the line, (2) resolution from SBSD stating their intent to take ownership, permitting and O&M of line, (3) Map of location.

REQUESTED ACTION: Vote to transfer the line to SBSD and sign a letter asking NCDOT to keep the line in during road widening project.

PROPOSED MOTION: Motion to transfer the ownership and permit to the Southeast Brunswick Sanitary District for their future use.

SOUTHEAST BRUNSWICK SANITARY DISTRICT
BOARD RESOLUTION REGARDING FORCE MAIN OWNERSHIP
NC HIGHWAY 211 SEWER FORCE MAIN

WHEREAS, the City of Southport (Southport) and Southeast Brunswick Sanitary District (SBSD) own and maintain a sewer force main that runs along the south side of NC Highway 211. The force main was previously used to convey wastewater from Southeast Brunswick Sanitary District (SBSD) to Southport; and then at a later date was used to convey wastewater from Southport to SBSD. Currently, the forcemain is inactive, as Southport conveys wastewater to Brunswick County and SBSD treats its wastewater at their own wastewater treatment plant located inside the District.

WHEREAS, there is a meter vault located just east of the Duke Energy canal that serves as the demarcation point of ownership for the force main. SBSD owns the force main West of the meter vault. Southport owns the meter vault and the forcemain East of the meter vault.

WHEREAS, NCDOT is in the process of widening NC Highway 211 and as a result is relocating utilities within the right of way that conflict with the proposed roadway widening project.

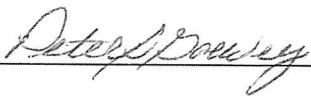
WHEREAS, SBSD is interested in keeping the force main in place rather than abandoning it. SBSD has already requested NCDOT to retain the SBSD owned section of force main. Any costs for relocating the force main will be paid by NCDOT as a result of the widening project.

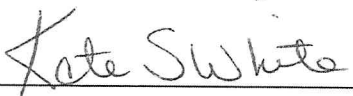
WHEREAS, Southport does not have interest in keeping their section of the force main. However, Southport will agree to request NCDOT retain their section of the force main from the meter vault heading East to Sandy Lane, so long as SBSD agrees to take ownership, maintenance, and permitting responsibility for the force main after NCDOT has completed the force main relocation and certified the installation. Southport will not be responsible for any costs of relocating the force main. Per discussion with NCDOT, NCDOT will be responsible for any costs to relocate the force main to avoid conflicts, so long as there is no request to increase the size of the force main.

NOW, THEREFORE BE IT RESOLVED, that on the 10th day of August 2023, Southeast Brunswick Sanitary District will, upon receipt of a Deed of Dedication from Southport, agree to take permitting, ownership, and maintenance responsibility for the sewer force main from the meter vault East to Sandy Lane, including the meter vault.

PASSED, APPROVED, AND EFFECTIVE on this 10th day of August, 2023.

ATTEST:





Chairman, Southeast Brunswick Sanitary District

Clerk, Southeast Brunswick Sanitary District





SOUTHEAST BRUNSWICK SANITARY DISTRICT
4240 COMMITTEE DRIVE
SOUTHPORT, NORTH CAROLINA 28461
910-457-0006

January 12, 2022

Mr. Lonny Sleeper
Division Utility Engineer – Division 3
North Carolina Department of Transportation
5501 Barbados Blvd
Castle Hayne, NC 28429

RE: NCDOT R-5021 Force Main along NC 211

Dear Mr. Sleeper,

The Southeast Brunswick Sanitary District (SBSD) formally requests NCDOT to retain the existing 6-inch force main belonging to SBSB along NC 211 from our existing Pump Station #4 to the existing sewer meter vault just east of the Duke Energy Canal. This section of utility pipe is currently shown to be abandon on the NCDOT R-5021 Plan sheets UC-73 and UC-74.

It is my understanding that the City of Southport will request their section of the same pipeline to be retained from the meter vault on UC-74 to the existing termination point near Sandy Lane on UC-75.

Please let me know if you have any questions and I look forward to working with your design team to incorporate this change.

Thank you,

Bryan McCabe
District Manager, Southeast Brunswick Sanitary District

October 5, 2023

Ms. Krista Kimmel, PE
Project Development Unit – Division 3
North Carolina Department of Transportation
5501 Barbados Blvd
Castle Hayne, NC 28429

RE: NCDOT R-5021 Force Main along NC 211

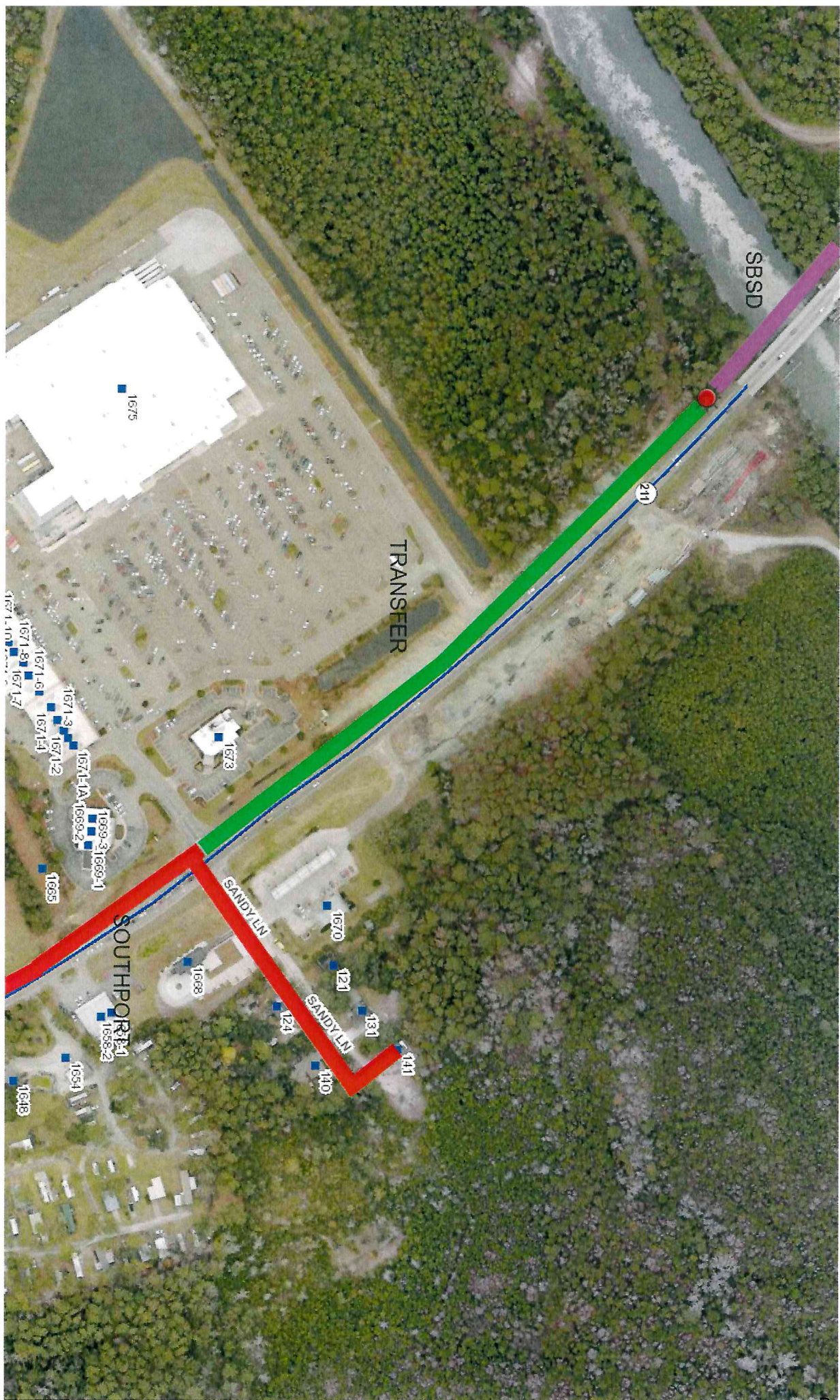
Dear Ms. Kimmel:

The Southeast Brunswick Sanitary District (SBSD) previously requested NCDOT to retain their existing 6-inch force main along NC 211 from their existing Pump Station #4 to the existing sewer meter vault just east of the Duke Energy Canal. This section of utility pipe is currently shown to be abandoned on the NCDOT R-5021 Plan sheets UC-73 and UC-74.

The City of Southport now formally requests to retain our section of the same pipeline to be retained from the meter vault on UC-74 to the existing termination point near Sandy Lane on UC-75.

Please let me know if you have any questions and I look forward to working with your design team to implement this change.

Thank you,





BOARD OF ALDERMEN AGENDA ITEM SUMMARY

DATE: September 25, 2023

DEPARTMENT: City Manager and IT

PRESENTED BY: Bonnie Therrien, City Manager

ITEM SPONSORED BY: City Manager and IT

ITEM/TOPIC: Agreement with NC League of Municipalities - Cybersecurity

COST: N/A

BUDGET LINE ITEM: N/A

JUSTIFICATION: The NC League of Municipalities has decided to use some of their ARPA funding to assist municipalities with CyberSecurity enhancements and assistance with strengthening our CyberSecurity policies. To take advantage of this program, we need to have you vote on an Agreement with the League to accept their services and be a member of their program. We need to enhance our policies and procedures, and having another set of eyes look at our current ways of doing things would be very beneficial.

IMPACT IF NOT APPROVED: We will continue our current method of dealing with cybersecurity issues and keeping our current software products.

DEPARTMENT HEAD COMMENTS: Our IT Consultant, Eileen Hennessey, has called the League about this program and would like to move forward working with them.

CITY MANAGER COMMENTS: This is a tremendous opportunity for us to take advantage of the League's expertise to help us develop stronger policies and look at other software products that would help us protect our computer systems and taxpayers' money.

ATTACHMENTS: Agreement with the NC League of Municipalities for Cybersecurity Assistance

REQUESTED ACTION: Agree to have the Mayor sign the Agreement

PROPOSED MOTION: Motion to have Mayor Hatem sign the Agreement for a Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement (see the attached Resolution)

**RESOLUTION TO APPROVE A MUNICIPAL ACCOUNTING SERVICES,
CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF
AGREEMENT**

WITNESSETH:

WHEREAS, the North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the NC League of Municipalities (League) grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (ARP); and

WHEREAS, the League received two Award Agreements (OSBM-NCLM-65) from the Office of State Budget and Management (OSBM) and the North Carolina Pandemic Recovery Office (NCPRO); and

WHEREAS, the first Award Agreement is identified as OSBM-NCLM-65. This grant enables the League to provide “financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic...” This grant is referred to as the Municipal Accounting Services and Cybersecurity Grant; and

WHEREAS, the second Award Agreement is identified as OSBM-NCLM-66. This grant enables the League “to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25.” This grant is referred to as the Guidance and Technical Assistance Grant; and

WHEREAS, the Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the “League Grants”.

WHEREAS, the League Grants are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services; and

WHEREAS, pursuant to US Treasury Guidance, units of local government that receive services that are funded by one or both of the League Grants are beneficiaries of one or both of the League Grants, respectively, and such services are provided at no cost to these local governments; and

WHEREAS, the League has established a Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement pursuant to the terms of the League’s Municipal Accounting Systems and Cybersecurity Grant and the Guidance and Technical Assistance Grant; and

WHEREAS, this Municipal Accounting System, Cybersecurity and Technical Assistance Memorandum of Agreement will offer local municipalities:

(1) Services rendered by the League (League Services) including but not limited to capital expenditures for special purpose software and computer equipment as set forth in §2 C.F.R. 200.439; and

(2) Services rendered by one or more service providers (Contractor Services), retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459; and

(3) Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453; and

WHEREAS, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement, is attached hereto as Exhibit A; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY/TOWN COUNCIL/BOARD OF THE SOUTHPORT:

1. That, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement is hereby approved.
2. That the Manager/Clerk is authorized to execute the attached Memorandum of Agreement (or one substantially equivalent thereto) and such other agreements as necessary in accordance with the League's Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant.

Adopted, this the _____ day of _____, 2023

TOWN/CITY OF SOUTHPORT

By: _____
(Name)
Mayor

ATTEST:

(Name)
Town Clerk

Exhibit A
**MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND
TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT (MOA).**

MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT

This Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement (hereinafter the “Agreement”) is entered into as of the Effective Date set out below, by and between the Town of Southport (hereinafter the “Municipality”) and the NC League of Municipalities (hereinafter the League), each additionally referred to as a “Party”; and collectively as the “Parties.” This Agreement and the obligations hereunder shall be effective upon execution of this Agreement by all Parties (“Effective Date”).

For good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

Article I. Overview.

1. Enabling Law and Regulation.

The North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the League grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (hereinafter ARP/CSLFRF). Pursuant to this legislation, the League received two Award Agreements from the Office of State Budget and Management (hereinafter OSBM) and the North Carolina Pandemic Recovery Office (hereinafter NCPRO).

The funds are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services.

2. Grants Awarded to the NC League of Municipalities.

The first Award Agreement is identified as **OSBM-NCLM-65**. This grant enables the League to provide “financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic...” This grant is referred to as the **Municipal Accounting Services and Cybersecurity Grant**.

The second Award Agreement is identified as **OSBM-NCLM-66**. This grant enables the League “to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25.” This grant is referred to as the **Guidance and Technical Assistance Grant**.

The Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the “**League Grants**”.

One or both of the League Grants fund this Agreement.

3. Status of the Parties.

The undersigned Municipality is a beneficiary of the League Grants. The service providers retained by the League and funded by the League Grants for the benefit of the Municipality are contractors (“Contractors”).

4. Services Offered.

Pursuant to this Agreement, the League hereby offers the following to the Municipality:

- Services rendered by the League (“League Services”). See Exhibit A.
- Services rendered by one or more service providers (“Contractor Services”) retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459. See Exhibit B (and subsequent Exhibits, as applicable).
- Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453. The League shall fund League Services and Contractor Services pursuant to this Agreement.

The League shall fund League Services and Contractor Services pursuant to this Agreement. The Municipality accepts the League Grant(s) pursuant to this Agreement.

5. Additional Services.

Additional Services (hereinafter “Additional Services”) may be offered to the Municipality by the League during the League’s Grant period pursuant to this Agreement. The Municipality’s official, who is designated in the Municipality’s adopting Resolution, may execute further agreements, modifications of this Agreement, and agree to Additional Services to be provided to the Municipality. These Additional Services shall be described in additional Exhibits to this Agreement (Exhibit C, D, E, etc.) that, when executed by the Parties, shall become part of this Agreement.

6. Term of Agreement.

This Agreement shall begin on the Effective Date of this agreement and shall end when terminated at the discretion either party. All expenditures by the League under this Agreement must be obligated on or before December 31, 2024, and expended on or before December 31, 2026. Unless otherwise terminated, this Agreement shall expire on December, 31, 2026. Agreements executed by the Municipality and the Contractor, as may be reflected in Exhibit B, (and subsequent Exhibits attached hereto, as applicable) will survive termination of this Agreement, unless terminated early by the Municipality and the Contractor.

7. Termination of Agreement.

The League may terminate this Agreement, in whole or in part, at any time upon written notice to the Municipality and the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the League to be paid. If the Contractor has any property

in its possession belonging to the League, the Contractor will account for the same, and dispose of it in the manner the League directs.

8. Duties of the Municipality.

The Municipality will utilize League Services and Contractor Services in accordance with this Agreement. It agrees to submit quarterly performance reports for the League Services and Contractor Services received pursuant to this Agreement and to cooperate with the League in appropriate review of these League Services and Contractor Services. The nature and scope of the reports will depend on the project. Any deficiencies or other performance concerns will be addressed with the Municipality and the Contractor.

The Municipality shall obtain and provide to the League a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.

The Municipality shall provide the League with all relevant information requested by the League to enable the League to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note) or other federal or state requirements or audits, unless such information is otherwise confidential under applicable federal or state laws.

Article II. Scope of Funded Activities.

1. Scope of Services

Services provided pursuant to this Agreement are set forth in the Exhibit A & B attached hereto (and subsequent Exhibits as applicable).

2. Approved Budget.

The League, in consultation with the Municipality and the Contractor, shall establish applicable rates and fees to align with the scope of services described in Exhibit B (and subsequent Exhibits as applicable) or amendments thereto as approved in writing by the League. Such charges and rates under this Agreement, once finalized and accepted by the League, are hereinafter referred to as the “Approved Budget”. The League shall furnish the Municipality with a copy of the Approved Budget, which will include a detailed summary of charges and rates that the League will be obligated to expend for the benefit of the Municipality using applicable grant funding.

3. Prior Approval for Changes.

The Municipality shall not make any changes, directly or indirectly, to the Contractor Services, or the Approved Budget, without the prior written approval of the League.

4. Allowable Costs for Services Rendered.

All services provided pursuant to this Agreement must fall within the definitions of allowable cost and not be otherwise prohibited under State or Federal law.

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance, Subpart E, defines those items of cost that are allowable, and which are unallowable. These allowable cost requirements are:

1. The costs must be reasonable;
2. The costs must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP);
3. The costs must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances;
4. The costs must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items.

4. Prohibited Uses of Funding.

The US Treasury's Final Rule prohibits certain uses of ARP/CSLFRF funds. Specifically, ARP/CSLFRF funds may not be used for projects within the following categories of expenditures:

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Routine contributions which are part of a payroll obligation for an eligible project are allowed);
2. To borrow money or make debt service payments;
3. To replenish rainy day funds or to fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding;
5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

Article III. Compensation.

1. Payment of Funds.

The League will pay the Contractor identified in Exhibit B (and other Contractors/Consultants identified in subsequent Exhibits as applicable) for services rendered in accordance with the Approved Budget and for the performance of the Contractor Services. No Contractor Services shall be funded by the League outside the parameters of the League Grants. Fees and costs must be supported by evidence of bona fide services rendered.

The Municipality has no obligation to pay for any services identified in the Approved Budget that are the League's responsibility. Services not expressly agreed to by the League shall be the responsibility of the Municipality.

2. Invoices.

Email invoices to Accountspayablearp@nclm.org. Expenses must be reasonable and necessary, documented, itemized, and incurred in accordance with this Agreement. All League expenditures under this Agreement must be obligated on or before December 31, 2024 and expended on or before December 31, 2026.

Article IV. Compliance with Grant Agreement and Applicable Laws.

1. Expenditure Authority.

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARP/CSLFRF grant, including, but not limited to, the following:

- Authorizing Statute. Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2).
- Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).
- Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.

This Agreement is also subject to all applicable laws of the State of North Carolina.

2. Conflicts of Interest; Gifts & Favors.

The Municipality understands that (1) it will use Fiscal Recovery Funds to pay for the cost of this Agreement, and (2) the expenditure of Fiscal Recovery Funds is governed by the League's Conflict of Interest Policy and the Federal and State regulatory requirements (including, without limitation, N.C. Gen. Stat. § 14- 234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).

The Municipality certifies that, as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the Municipality involved in the selection, award, or administration of this Agreement (each, a "Covered Individual"), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from Fiscal Recovery Funds, except as to the funds legally expended in this Agreement. Should the Municipality obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

The Municipality certifies to the League that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the League. Should the Municipality obtain knowledge of the provision, or offer of a provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

3. Records Retention and Access.

The Municipality shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Municipality shall make all records, books, papers and other documents that relate to this Agreement, unless otherwise privileged, available at all reasonable times for inspection, review or audit by the authorized representatives of the League, the North Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

4. Suspension and Debarment.

The Municipality shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. The Municipality represents that neither it, nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. The Municipality further agrees that it will notify the League immediately if it, or any of its principals, is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

5. Byrd Anti-Lobbying Amendment.

The Municipality certifies to the League that it has not used and will not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. The Municipality shall disclose any lobbying with non-Federally appropriated funds that takes place in connection with obtaining any Federal award. This certification is a material representation of fact upon which the League has relied when entering this Agreement and all liability arising from an erroneous representation shall be borne solely by the Municipality.

6. Publications.

Any publications produced with funds from this Agreement shall display the following language: "This project is supported, in whole or in part, by federal award number SLFRP0129 awarded to NC League of Municipalities through the State of North Carolina by the U.S. Department of the Treasury."

7. Equal Opportunity and Other Relevant Federal Laws

The Municipality agrees during the performance of this Agreement the following:

Civil Rights Laws.

The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

Fair Housing Laws.

The Municipality shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Disability Protections.

The Municipality shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

Age Discrimination.

The Municipality shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Americans with Disabilities Act.

The Municipality shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Clean Air Act.

The Municipality agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Federal Water Pollution Control Act.

The Municipality agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Hatch Act.

The Municipality agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, the Municipality may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970.

(42 U.S.C. §§ 4601-4655) The Municipality will implement standards for predictable real property acquisition and relocation expenses for homeowners and tenants of land acquired through eminent domain.

Governmentwide Requirements for Drug-Free Workplace.

31 C.F.R. Part 20. The Municipality will implement required statements, policies and procedures.

Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), The Municipality encourages its employees to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), The Municipality encourages its employees to adopt and enforce policies that ban text messaging while driving.

Article V. Limitations of Liability

1. Limitations of Liability.

In no event shall the League have any liability to the Municipality or any third party for damages resulting from Municipality's use of services provided through this Agreement or any separate agreement between the Municipality and the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable)

In no event shall the League be liable for any loss of profit or revenue, including but not limited to loss revenue caused by a cyber security breach, by the Municipality or any consequential, indirect, incidental, special, punitive, or exemplary damages incurred or suffered by the Municipality, even if the League has been advised of the possibility of such

loss or damage. Further, except for claims based on U.S. Patent or U.S. Copyright infringement or for personal injury or physical loss or damage to real or tangible personal property caused by the negligence of the League, Municipality agrees that the League's total liability for all claims of any kinds arising as a result of, or related to, this Agreement, whether based on contract, tort, (including but not limited to strict liability and negligence) warranty, or on other legal or equitable grounds, shall be limited to general money damages and shall not exceed the amounts actually received by Municipality under this Agreement.

THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE GOODS AND SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PRACTICAL PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE OR DEALING, OR FROM USAGE OF TRADE.

Article VI. General Conditions.

2. Venue and Jurisdiction.

This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Wake County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

3. Nonwaiver.

No action or failure to act by the League constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

4. Limitation of Authority.

Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the Municipality from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

5. Assignment.

The Municipality may not assign or delegate any of their rights or duties that arise out of this Agreement without the League's written consent.

6. Integration.

This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

7. North Carolina Public Records Law

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the Municipality by the League are subject to the public records laws of the State of North Carolina and it is the responsibility of the League to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the Municipality. League understands and agrees that the Municipality may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

8. E-Verify

League shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of League's knowledge, any subcontractor employed by League as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

9. Iran Divestment Act

League certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, League shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

10. Companies Boycotting Israel Divestment Act

League certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

[Remainder of page left blank intentionally. Signatures are on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by digital signature on the respective dates below, and this Agreement shall be effective upon the date of the Municipality's signature.

NC LEAGUE OF MUNICIPALITIES:

**MUNICIPALITY:
TOWN OF SOUTHPORT**

By:

By:

Signature

Signature

Rose Vaughn Williams

Name

Executive Director

Title

Date of Signature

Date of Signature

ATTEST:

City/Town/Village Clerk (or designee)

Exhibit A League Services

In addition to the Contractor Services set out in Exhibit B, the League may provide some or all of the services described below.

1. Cyber Security Assessment

The League's Cyber Security Advisor, or Cyber Field Technician ("Security Team"), will conduct a comprehensive assessment of the Municipality's overall cyber security posture ("Security Assessment") against the current standardized framework established by the Center for Internet Security ("CIS"). The Security Team will review approximately 155 security controls in coordination with the Municipality's management, and will provide IT support to establish a baseline security posture matrix. The Security Team will review the results and make appropriate hardware, software, policy, and procedure recommendations in accordance with industry best practices and the baseline standards set by the CIS assessment framework.

2. IT Evaluation

Prior to the installation of accounting software, including Black Mountain software, the League's IT technicians ("Technical Team") will review and evaluate the IT System's environment ("IT Evaluation") of the Municipality to verify the system is adequate to operate the software. The Technical Team will review the computer system for minimum security controls such as password protection, firewall installation and operation, and up to date antivirus programs. The Technical Team will act as a liaison to assist with communications between the software Contractor, which may include Black Mountain Software, and the Municipality. The Technical Team will make appropriate hardware and software recommendations if any deficiencies are found during the IT Evaluation.

3. Hardware and Software Acquisition

In the event that hardware or software deficiencies are found during the IT Evaluation, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Minimum Requirements" as determined by the accounting software Contractor, which may include Black Mountain Software. As determined by the League's IT Director, Cyber Security Advisor, or Cyber Field Technician, computer hardware may be provided under this Agreement, which may include the following: 2 Computers, 1 Laser Printer, 1 Scanner, 2 Monitors, 2 Keyboards, 2 mouse devices, 2 UPS devices. Computer software to be provided under this Agreement may include a Microsoft Office license (if organization has no license).

In the event specific security hardware or software gaps are found during the Security Assessment, the League, utilizing funds from the Cybersecurity Grant, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Baseline Requirements" as determined by the Security Assessment. As determined by the League's Cyber Advisor, security hardware may be provided under this Agreement, which may include the following: ("NGFW") Next Generation Firewall, Layer 3 Network Switch. Security software may be provided under this agreement, which may include the following: Endpoint Detection & Response ("EDR"), Endpoint

Protection Platform (“EPP”), Extended Detection and Response (“XDR”), or Multi-Factor Authentication (“MFA”).

All hardware and software shall be used only for governmental purposes and primarily used for MAS purposes. The Municipality is responsible for the security, operation, support and maintenance of the provided assets.

4. Hardware and Software Installation

Hardware and software provided by the League will be installed by the Municipality’s IT professionals. If the Municipality has no IT service provider, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will contract for a third-party IT professional installer to set up and load the hardware and software provided pursuant to this Agreement.

5. Finance Evaluation and Assistance During Implementation

Prior to the installation of the accounting software, which may include Black Mountain software, the League’s Finance Team (“Finance Team”), in consultation with the Municipality and the software Contractor, which may include Black Mountain Software, will determine the appropriate accounting software to be installed. League MAS representatives will further work with accounting software Contractor during the pre-implementation period to prepare the Municipality for conversion actions and assist the Municipality in adopting best practice options for the new system.

6. Ongoing Cyber Security Consulting

Following the initial Security Assessment described in Section 1, the Security Team will consult with the Municipality on an ongoing basis to assist with meeting the recommendations set forth in the assessment and municipal-related cyber security concerns that would typically be addressed by a Chief Information Security Officer (“CISO”).

7. Accounting Assistance Efforts

During the term of this Agreement (as described in Article I, Paragraph 6 above), League Accounting Assistance personnel will provide the Municipality with ongoing assistance with accounting issues, review and assist with best practice accounting and finance processes, and generally assist the Municipality to be current with its bookkeeping and accounting. An emphasis will be placed on ensuring participating Municipalities are prepared for their annual audit. The implementation of best practices and timely preparation should improve the audit experience for both the Municipality and the firm performing the audit.

8. Communication Services

The League’s ARP Communications Specialist will provide the Municipality with communications services to help document and describe how the Municipality utilized ARP/CSLFRF grant funding and the impact of those efforts on the community. Communication activities include, but are not limited to, conducting interviews of municipal staff and officials, researching plans and investment strategies, verifying details of grant investments to deliver community outreach strategies and a press conference.

6. Duties of the Municipality

The Municipality further agrees to: (1) give the League access to data managed by the Municipality in order to facilitate implementation of the Municipal Accounting Services and Cybersecurity Grant; (2) provide on-line “read only” access into the Municipal Accounting System by the League’s Accounting Assistance personnel; (3) permit the League to contact applicable Contractor, including but not limited to Black Mountain Software, on behalf of the Municipality as needed to facilitate implementation of the League’s Grants; (4) make reasonable efforts to maintain industry standards for cybersecurity, which may include allowing the League to perform security audits in the League’s sole discretion; (5) if applicable, use the Standardized Chart of Accounts as provided in the accounting software installation; and (6) respond to all requests from the League or Contractor, as applicable, to verify accuracy of monthly invoices submitted to the League by Contractor for grant-funded services provided by Contractor on behalf of the Municipality.

7. Duties of the League Related to Data Security

The League agrees to: (1) access only the Municipality’s data that is necessary to implement the software; (2) restrict access to the Municipality’s data to designated League employees and agents; and (3) take reasonable measures to safeguard the Municipality’s data.

**BOARD OF ALDERMEN
MINUTES
INDIAN TRAIL MEETING HALL
SEPTEMBER 8, 2023**

AGENDA REVIEW MEETING

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

ABSENT: Alderman Carroll

STAFF PRESENT:

Bonnie Therrien, City Manager
Dorothy Dutton, Asst City Manager/Clerk
Tom Stanley, Public Services Director
Randy Jones, Community Relations Director
Patti Fortuna, Human Resources Director

Sydney Heil, Community Bldg Admin
Heather Hemphill, Parks & Rec Director
Bob Jarvis, City Engineer
Tom Zilinek, City Engineer

OTHERS PRESENT:

Tish Hatem, City Resident
Pat Kirkman, City Resident
Rob Williamson, Evergreen Solutions
Bill Fairley, City Resident
Wes McLeod, Cape Fear Council of Governments
Jay Sharpe, Sharpe Patel PLLC
Mark Hoeweler, Grand Strand Area Transp. Study

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. ***Mayor Pro-tem Mosteller made a motion to approve the agenda. The motion was seconded by Alderman Lombardi. All ayes. Motion carried.***

E) Agenda

1. Mayor Hatem invited Mr. Wes McLeod to the front to review the Cape Fear Council of Government's Build Out Study. Mayor Hatem and Wes McLeod stated that Brunswick County was the 7th fastest growing county in the nation. Mr. McLeod continued by stating that Southport has almost doubled in population since 2000. The City averages about (7) new residents a month. The population is 60% or more over the age of 55 years old. Southport would need approximately (800) more residences to account for the potential growth. Mr. McLeod reviewed the amount of available acreage. Only 70% of the available acreage would be considered buildable, and the remaining 30% would be considered open space, roadways, utilities, and stormwater. Alderman Allen stated that Conditional Zoning, or conservation zoning would mandate a portion of the remaining property be designated as

workforce/affordable housing. Alderman Alt asked if it would be possible to calculate the total number of possible units and their affect on the water/wastewater system.

2. Mr. Jay Sharpe, with the City's Auditing firm Sharpe Patel PLLC, spoke to the Board next. He was able to provide a brief explanation of the audit process. He stressed the (5) Key Phrases: Pre-planning, Planning, Risk Assessment, Fieldwork, and Wrap-up. The purpose of an audit is to give an opinion on the financial statements of an organization.

3. Ms. Fortuna introduced Mr. Rob Williamson with Evergreen Solutions, who was about to conduct the Pay/Classification Study on the City of Southport. Mr. Williamson stated that Southport has a great team and that a "do nothing" attitude is not an option. Benefits are always welcomed, but the younger generations are not as driven by traditional benefits. Companies are working a (4) day work week or allowing remote work. When the organization is flexible, productivity is higher and retention increases. Mr. Williamson reviewed the list of other municipalities that they will consider when carrying out the study.

4. Mark Hoeweler, with the Grand Strand Area Transportation Study, and two of his staff members, discussed the GSATS program and how they might be able to assist Southport. The GSATS is able to help with transportation models, development impacts, the administration of contracts, corridor studies, and reviewing TIAs. If the City opted to join GSATS, we would be part of the Greater Grand Strand Area including Horry County, SC, Ocean Isle Beach, Shallotte, and Holden Beach. But if some of the other adjacent municipalities do not opt to join GSATS, we would not be eligible, because the areas have to be contiguous. Alderman Alt asked about how the funding would be allocated because the pot of funding would remain the same, but it would be mean more municipalities would be trying to have their projects funded. Until the urban boundary is here at Southport, the City can stay with the RPO or join GSATS. The Board decided to take the item off the September Regular agenda and move it to the October Board meeting.

5. An item from the Regular Agenda review was moved up for discussion next. Mr. Bill Fairley addressed the Board. He said he received a letter from the City about using land inside their property's setback. He said if the City builds what is proposed, the City would be saving its property at the expense of the Fairley's property. Erosion has been astonishing, and he suspects the problem will return and intensify. He said that they would be happy to participate and suggested that the proposed wall extends out farther. He said the City could build a reasonable wall now or wait and build a larger one later. He added that the issue is emergent.

City Engineer Tom Zilinek said the same thing is happening downstream from this area, regardless of the rocks being in place. The Board would have to decide which approach would be used to repair the area on Bay Street that has become a hazardous area.

6. Bob Jarvis, one of the City's engineers, explained the draft of the Six-Year Capital Improvement Plan. A copy was provided to all of the Board members. Mr. Jarvis reviewed the process and stated that he was mainly looking for feedback on the format of the CIP plan for now. He asked the Board to provide comments as needed.

7. Heather Hemphill approached the Board and explained the proposed ordinance amendments. The proposed changes include language specifically forbidding camping in any of the City parks and City properties. The amendment also establishes a more definitive penalty for offenses.

Mayor Hatem announced that there would be a break for lunch at 12:23 p.m. Alderman Lombardi and Alderman Allen had to leave early.

8. Ms. Dutton reviewed the revisions to the proposed Right of Way amendment. She

explained that the draft ordinance incorporates the suggestions made at the last Board meeting. At this point, City staff and the Board will set up a couple of public meetings to explain the changes to the public and get feedback before anything is adopted by the Board. It is not on the agenda for September 12th.

9. Ms. Dutton explained the proposed Minimum Housing Ordinance and how it would be another tool for City staff to use to help abate some structures that are derelict, or in need of repairs.

10. Randy Jones, Community Relations Director, explained that he had been asked to work on replacement signs for many of the City's buildings. He used an existing sign to have some renderings done. There are several shapes to choose from, but the color scheme is the exact colors taken from the City Seal. Using all the same colors and theme helps with branding. Mr. Jones would work with the Historic Preservation Commission to make sure the proposed signs are in character with the historic areas of Southport.

11. The Board reviewed the items on the agenda quickly. On the agenda was the proposed contract for Mr. Paul Fisher. He attends the ElectriCities meetings and works as a liaison between the City and ElectriCities. There was a question about whether other municipalities provided financial compensation to ElectriCities representatives. They opted to move some of the items to Consent Agenda.

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

G.) Because there was not a quorum present, Mayor Hatem just adjourned the meeting without asking for motions. The meeting was dismissed at 1:31 p.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
AUGUST 4, 2023**

AGENDA REVIEW MEETING MINUTES

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

STAFF PRESENT:

Bonnie Therrien, City Manager
Travis Henley, Development Services Director
Sydney Heil, Community Building Administrator
Police Major Tony Burke
Ellie Pittenger, Electrical Superintendent
Paul Gross, Interim Finance Director

Dorothy Dutton, Assistant City Manager/City Clerk
Randy Jones, Community Relations Director
Heather Hemphill, Parks and Recreation Director
Police Chief Todd Coring
Tom Stanley, Public Services Director

OTHERS PRESENT:

Tish Hatem, City Resident
Bob Liepa, Reporter with the State Port Pilot
Sally Learned, Brunswick Partnership for Housing
Sam Boswell, RPO
Rick Vander

Pat Kirkman, City Resident
Carlo Montagano, Habitat for Humanity
Mike Kozlosky, WMPO
Mark Beauchamp

A) Call to Order

Mayor Hatem called the meeting to order at 9:03 a.m. He said that it was a robust agenda and thanked all those in attendance or watching from home.

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 explained that he wished to hold a separate town hall meeting for the discussion about the homeless population. There are so many factors involved. Some of the items are to be re-ordered on the agenda, so that some of the presenters can leave.

Mayor Pro-tem Mosteller made a motion to approve the agenda as presented. Alderman Lombardi seconded the motion. All ayes. Motion carried.

E) Agenda

1. Carlo Montagano, with Habitat for Humanity addressed the Board and public to explain that Habitat for Humanity is a non-profit, a licensed construction company, a mortgage lender and a retailer. Most of the people that they serve are between 30-70% median income. They are working class people, but banks won't loan them money. Their mission is to build homes, communities, and hope. They were able to build six homes last year. They are on track to build eight homes this year. Coastal communities are always harder for them to build in because of the cost of property. Habitat for Humanity is trending away from single-family dwellings and considering townhomes. Mr. Montagano

explained there are lots of ways local governments can help them accomplish their mission. The Cape Fear Housing Coalition can use more Brunswick County representation. Some municipalities reimburse permitting fees once the Certificate of Occupancy has been issued. Other municipalities waive System Development Fees or donate land. Still others invest in infrastructure where Habitat is likely to build. Mayor Pro-tem Mosteller asked if Habitat had considered rental units, and Mr. Montagano said that there has been some talk about it but haven't made a way forward yet.

2. The Homeless Population topic was moved up to be the next item. City Manager Therrien explained that she and Chief Coring had been in discussions over the last three weeks. There seems to be approximately five individuals in Southport that are homeless. She reminded the public that instead of calling City Hall, if they see anything troubling, they should call 911. Ms. Therrien invited Ms. Sally Learned to speak to the Board. She is the Executive Director for the Brunswick County Partnership for Housing. She said that homelessness was not just a Southport problem, or a Brunswick County problem. Affordable Housing is almost impossible to find anywhere in the state. The Brunswick County Partnership for Housing has coordinated with several hotels in the area for qualifying people to stay for the night. She said they recognize they are helping people with a wide spectrum of needs. Some individuals need mental health services. She encouraged the public to get involved; they always need volunteers and financial assistance. Police Major Burke addressed the Board to say that there are so many factors in each case including the person's history. But arresting these people and putting them into the Criminal Justice System only compounds the issues. The more homelessness is criminalized, the more isolated and dangerous people can be. Major Burke also encouraged people to call 911.
3. Mike Kozlosky, the Executive Director from the Wilmington Metropolitan Planning Organization addressed the public and the Board. He said that the WMPO is being very deliberate about considering expanding their participating area. The WMPO is considering both northern expansion and southern expansion. They were established in 1978 and serve approximately 300,000 people. There are twelve staff members that work on either the Planning or Technical Review side. A long range transportation plan is required at least every (5) years and sets the stage for prioritization of funding. He reviewed some of their projects that have been successful.
4. Sam Boswell, the Director of the Cape Fear Rural Planning Organization spoke to the Board next to describe the organization. He said there are (18) RPO's across the state. The CFRPO was formed in 2001. One of their larger projects is the Comprehensive Transportation Plan, which plans out 30-35 years. Mayor Pro-tem Mosteller asked if it was correct that Division 3 of NCDOT was receiving \$10 million dollars. Mr. Boswell confirmed and added that there was a lot of planning with small dollars. The Southport project to build a sidewalk from the hospital down to the ABC store was in their plans. For the RPO, funding is split between six counties. There was discussion about who served on the RPO Board. Mr. Travis Henley added that if a project is not part of an adopted plan, it is not worth submitting for funding, because it doesn't really compete.
5. Mark Beauchamp and Rick Vander Maas were contracted by the City to complete an Electric Rate Study. Mr. Beauchamp explained that the City is a very stable utility. But it seems that the City is giving too much value for the load management devices, particularly residential load management. It is hard to predict five years out for electrical rates and infrastructure. The City's electrical department doesn't have any debt and is

very fiscally strong. Without adjusting rates, and based on predicted population change, we have a higher target operating income. The consultants recommend decreasing rates by 2% or keep them the same. Mayor Pro-tem Mosteller mentioned that we are trying to transition everything underground, so she thinks that maintaining the rates will allow the City to do that more easily. Alderman Carroll said he agreed, but he would like more information about the load management device reductions. Everyone's benefit is the same, but we are valuing the benefit differently for residential and commercial customers. Alderman Allen asked if the incentives were lowered, would there be any benefit to participate? Mr. Beauchamp said that he believes the program is important, but some changes should be considered. Ms. Therrien asked if the City's electric rates were too high? Mr. Beauchamp said that from a national perspective, our rates are reasonable.

6. Alderman Davis read through the existing political sign ordinance and asked if the Board was happy with the existing language. Mayor Pro-tem Mosteller explained that she liked the ordinance the way it is.
7. The Board discussed the agenda for the Regular August 10th Board meeting. Mayor Pro-tem Mosteller asked to add the cemetery ordinance to the agenda, under Consent agenda. The City Manager read through the list of items on the Consent agenda. The Homeless Discussion was being removed and a separate meeting would be scheduled. Alderman Carroll thanked staff particularly for the Bay Street repair review and plans. He added that City staff is great, and the City is very fortunate.

F.) Mayor Hatem thanked City staff and all those in attendance. ***Alderman Allen made a motion to adjourn the meeting, which was seconded by the Mayor Pro-tem Mosteller. All ayes. Motion carried.*** Mayor Hatem adjourned the meeting at 11:36 a.m.

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

Dorothy Dutton
Assistant City Manager/City Clerk



Board of Aldermen
Special Meeting Homelessness Forum Minutes
Community Building 223 E. Bay Street
September 5, 2023
6:00 P.M.

Present: Mayor Joseph P. Hatem, Mayor Pro Tem Karen Mosteller, Alderman Rich Alt, Lowe Davis, Robert Carroll, and Tom Lombardi.

Absent: None

Staff Present: Bonnie Therrien, City Manager
Dorothy Dutton, Assistant City Manager/ City Clerk
Todd Coring, Police Chief
Tony Burke, Police Major
Charles Drew, Fire Chief
Tom Stanley, Public Services Director
Randy Jones, Community Relations Director
ChyAnn Ketchum, Community Relations/PIO
Sydney Heil, Community Building Administrator

- A) Mayor Joseph P. Hatem called the meeting to order at 2:01 P.M. and welcomed everyone.
- B) The Invocation was given by Reverend Alderman Lowe Davis.
- C) The Pledge of Allegiance was led by Mayor Hatem.
- D) Alderman Allen made a Motion to approve the Agenda seconded by Alderman Davis. ***Unanimous Vote; Motion Carried.***

Manager Therrien thanked Chief Coring and Major Burke for their thorough research on the homelessness situation in the area. She said they learned a lot of information and found resources that would be helpful. She said the current Ordinance may need to be strengthened for further policies and procedures regarding the issue.

E) Public Forum Comments:

- 1. Joanne Claire-Mayer, 710 N. Atlantic Ave., said bad things happen to good people, and sometimes people need help. She has prepared care packs with helpful items for the needs of the homeless. She would like to give it to the Police Department to hand out to those who need it. Also, she questioned if there were showers at the Fire Department. She said that if people can shower and freshen up, it might help them get a job.
- 2. Sally Spaulding, 310 E. Nash St., recalled seeing a ground-breaking homeless village in the Star News called Eden Village. She said the village is a permanent residence for low-income people who pay \$300 for rent. She said that 2% of the region's population is homeless, and many factors apply to these situations. She encouraged providing assistance to them instead of pushing them out.
- 3. Sue Marsh, 614 W. Brown St., said that there were comments at the last Board of Aldermen meeting that suggested that the people who are homeless be arrested and removed from the city. She said that as Christians, we should support others who are less fortunate instead of trying to arrest them.
- 4. Ronald Thompson, 115 Thompson Drive, said, "We must plan, and if we fail to plan, then we plan to fail." He said it is important to treat everyone humanely and to include everyone and not exclude anyone. He said we must treat everyone how we would like to be treated. Come together to find a solution.

5. Sally Learned, 4181 Cambridge Cove Circle, Unit 2, Brunswick County, Executive Director for Brunswick Partnership for Housing, a non-profit organization that serves unhoused individuals and families in the county. She said they have properties at 250 E. 11th in Southport. She wanted to speak on the non-profit entities in the community and how to give support to the city and local law enforcement. Chief Coring has met with the Brunswick County Partnership for housing, and the organization has agreed to come to Southport and help provide resources and support to the homeless. She said there is an alarming amount of national homelessness currently. She said that if there is a situation of concern, she should call 911, have law enforcement address the needs, and contact the proper crisis intervention.
6. Paul Whitmer said he has lived in the area for 21 years, is with the American Legion, and has worked with the homeless for the past 10 years. He is the treasurer for the Brunswick County Homeless Coalition, a group of volunteers who help people stay in their houses. He said the need for assistance is increasing and that groups are willing to help put something together for outreach and assistance.
7. Casey Poplaski, Brunswick Senior Resources, would like the community to know that they are providing assistance for a safe space and assisting senior citizens who are sleeping in their cars in their parking lots waiting for them to serve lunch. A big part of their program is connecting with them to provide more resources. As other spokesmen have stated, she reiterated that there are not many shelters available, especially in Brunswick County, and there is a great need for more shelters.
8. Garrett Albertson, 5348 Glennfield Circle SE, one of the pastors at Trinity United Methodist Church. He said that he has heard this discussed before, and it could be possible for people to shelter some people in their own homes. He said that he has a large house and feels compassion for the needs of people with no place to go. He quotes scripture from the Apostle James that emphasizes "do, doing, done," and at the end of the passage, reads, "What is true religion is to give aid to the widowed and the orphaned." He said his hope is for us to open our hearts and provide for those less fortunate.

There were no further comments from the Public. Manager Therrien called Chief Coring and Major Burke to the podium for additional information.

Chief Coring said that the Police Department is taking the situation seriously, and it is something that is not new to Southport. Chief Coring noted that he had encountered many homeless since his position as Chief and asked them what brought them to Southport. He said many times they said they take the Ferry over and enjoyed the breezes, the community, and the kindness of Southport. He said that the Police Department is being creative in handling the situation, and they are professional and courteous to all people. He said he is proud of the men and women in the City's Police Department who have been working on this issue. Chief Coring thanked the resource programs representatives in attendance and provided more information about other services.

Major Burke said that the resources are available, and we have to come forward to look for solutions. He said the solution is more than just the Mayor, The Board, and The Police. He said we need to keep the momentum and move forward. Major Burke said there has been a lot of discussion on enforcement. He said the city's ordinance and policies have been in place and that they are more of a preventative versus the conclusion of just writing tickets and taking people to jail. He said that would not do a lot to solve the issue. He said that as we move forward, they have made recommendations to the Board for strengthening some of the ordinances that directly apply to the homeless problem. Major Burke explained that there are two parts of the rewrite to issuing fines and penalties. He said, for example, if you have a homeless person who has set up camp in Franklin Square Park and the police get a call, the police will respond and address the situation. and determine the issue and the underlying problem is a homelessness issue. He said writing a \$25 city citation will not work because they do not have money. He said they would add that citation to the repeat offenders, which the criminal response is trying to address, is justified to

make an arrest on-site on view by the officer if necessary. Still, the intent is to treat the underlying problems and provide the appropriate resources.

Manager Therrien, everyone for attending and providing comments. She said it was a good discussion, and we must work together as a community to find solutions. She said there are a lot of resources available to support people who are in a time of need. She said some people were interested in doing a community watch, and they could contact her or the Police Department on how this may be done. She also said that the community should contact their local representatives and talk to them because it is not just Southport. It is a county issue that all should be working on.

Mayor Hatem said this was an excellent discussion, and he is proud of the community and the people here with passion and heartfelt kindness. He said the county needs to be involved to help find solutions and collectively find ways to support the growing needs of the homeless.

Mayor Pro Tem Mosteller made a Motion to enter a Closed Session, seconded by Alderman Lombardi. ***Unanimous Vote; Motion Carried*** 3:02 p.m.

Alderman Carroll made a Motion to return to Open Session and Adjourn, seconded by Alderman Allen. ***Unanimous Vote; Motion Carried.***

Adjournment: 3:51 p.m.

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

Tanya Shannon, Deputy Clerk



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: September 26, 2023

DEPARTMENT: Administration

PRESENTED BY: Bonnie Therrien, City Manager

ITEM SPONSORED BY: Administration

ITEM/TOPIC: Permanent Easement for FOCUS Broadband

COST: N/A

BUDGET LINE ITEM: N/A

JUSTIFICATION: FOCUS Broadband has approached me about obtaining a permanent easement on a piece of City owned property located on Robert Ruark Drive where we currently have a lift station located on that piece of land. Tom Stanley, Director of Public Services and Tom Zilinek, Engineer, have met with representatives of FOCUS to see if the two pieces of infrastructure could co-exist without causing problems, and everyone agrees this could occur. I have attached a picture of what the equipment would look like but currently, this parcel of land is not visible from the road or nearby structures. If this equipment were to be installed by FOCUS at their cost, including a fence around their structure, this would allow the utility company to install a 100% fiber optic network and invest millions of dollars in electronics, optical equipment, and fiber optic cable construction to bring the most advanced fiber optic network available anywhere in Southport, thus benefiting our residents and businesses with better technology and pricing.

An appraisal for a permanent easement was completed by the City and the value of that is \$4,825. We had already been working with FOCUS on the possibility of installing updated wi-fi in the downtown area and in all our parks, and the total cost to install that equipment is \$20,224.80 plus a \$435 monthly charge. The maximum amount FOCUS is allowed to pay for a permanent easement is \$10,000, so they are willing to pay for half of the installation costs for WI-FI for the permanent easement and we would phase in the installation of the WI-FI until next budget season when we could ask for the remaining money. City Attorney Herman has reviewed the draft easement document and agrees with the wording of the document.

IMPACT IF NOT APPROVED: We would ask for WI-FI installation money in next year's budget and FOCUS would need to find another piece of property to install their equipment for enhanced internet capabilities in Southport.

DEPARTMENT HEAD COMMENTS: Not applicable

CITY MANAGER COMMENTS: I would highly recommend we move forward with granting them a permanent easement which would allow for enhanced internet services for Southport customers and lower prices and will also allow the City to begin the installation of WI-FI in the downtown and parks areas.

ATTACHMENTS: 1) Draft Easement Agreement
2) Picture of the FOCUS Equipment to Be Installed
3) Map of the Property

REQUESTED ACTION: Decision on whether to move ahead with the permanent easement for FOCUS Broadband on City owned property in exchange for the partial installation of WI-FI capabilities in the City.

PROPOSED MOTION: Motion to grant acceptance of a deed for a permanent easement on City owned parcel #2210002707 as outlined in the attached Easement Agreement which has been reviewed by the City Attorney and in exchange accept the \$10,000 towards the partial installation of WI-FI in the downtown area and in the City parks.

Prepared By/Return To:
Counsel of the Carolinas
310 N Front St, Ste 4-147
Wilmington, NC 28401

Portion of Parcel No. 2210002707
Excise Tax **\$20**

**STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK**

DEED OF EASEMENT

THIS DEED OF EASEMENT ("Easement") is made as of this ____ day of _____, 2023, by and between **THE CITY OF SOUTHPORT, NORTH CAROLINA**, a North Carolina municipality ("Grantor") and **ATLANTIC TELEPHONE MEMBERSHIP CORPORATION**, a North Carolina non-profit cooperative, which at times duly conducts business as FOCUS BROADBAND, of PO Box 3198, Shallotte, NC ("Grantee").

WITNESSETH:

WHEREAS, Grantor desires to deed, declare, and establish for the benefit of the Grantee easement rights over that area in the City of Southport adjacent to NC Highway No. 1852 Robert Ruark Dr. and more particularly described as a 3,578 square foot parcel designated as "Parcel A" on that schematic setting forth and depicting courses, bearings, and distances prepared by James R. Tompkins, PLS, September 7, 2023, attached hereto in true and correct form as **Exhibit A** and incorporated herein by reference ("Easement Area"), said Easement Area being a portion of that property acquired by Grantor per deed recorded August 18, 2014, in Book 3557, Page 281, Brunswick County Registry; and

WHEREAS, Grantor affirms there is no other necessary party to this Deed of Easement, such as a lienholder that would need to subordinate its interest so as to avoid extinguishment of the easement created herein.

NOW, THEREFORE, for and in consideration of Grantee's \$10,000 Community Connect Grant to Grantor for Wi-Fi services the receipt and sufficiency of which is hereby acknowledged, Grantor affirms and acknowledges that the Easement Area granted hereby is an exclusive, perpetual, easement in gross for Grantee's pedestrian and vehicular ingress, egress, and regress to and from the Easement Area to install, construct, place, operate, maintain, clear, repair, inspect, and replace therein telecommunication systems, lines, fences, generators, fuel tanks, electrical panels, vaults, and equipment, above or below ground, and to license or otherwise permit the joint use occupancy of such systems, lines, and equipment with any duly qualified person, firm, or corporation for telecommunications purposes; including, but not limited to, voice, data, and video transmission.

TO HAVE AND TO HOLD, unto Grantee, the right, privilege and easement for the purposes stated herein as an encumbrance upon the real property owned by Grantor in and to the Easement Area so as to run with the title thereto so as to bind the grant herein upon and inure unto the respective successors or assigns of Grantor and Grantee. Grantor covenants that it is seized of the aforesaid premises in fee and has the right to convey the Easement Area hereby granted, and that Grantor will warrant and defend title to the same against the claims of all persons whomsoever.

Signatures and Acknowledgment Follows

IN WITNESS WHEREOF, Grantor has set its hand and seal, by its duly authorized representative, effective the day and year first above written.

THE CITY OF SOUTHPORT, NORTH CAROLINA,
a North Carolina municipality

By: _____ (Seal)
Joseph P. Hatem, MD, MPH
City Mayor

Attest: _____ [Affix Seal]
City Clerk or City Deputy Clerk (circle applicable)

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, _____, a notary public of Brunswick County, NC, certify that _____, Clerk, Clerk or Deputy Clerk as designated above, to the City of Southport, North Carolina, personally appeared before me this day, being personally known to me or proven to me upon satisfactory evidence, acknowledging that by authority duly given and as the act of the City of Southport, North Carolina, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by herself as its Clerk or Deputy Clerk, as designated above, on behalf of the City.

Date _____ [Affix Seal]
Printed Name of Notary: _____
Notary Public

My Commission Expires: _____

THIS AGREEMENT GOVERNING ACTIVITY WITHIN EASEMENT ("Agreement") is made as of this ____ day of _____, 2023, by and between **THE CITY OF SOUTHPORT, NORTH CAROLINA**, a North Carolina municipality ("City") and **ATLANTIC TELEPHONE MEMBERSHIP CORPORATION**, a North Carolina non-profit cooperative, which at times duly conducts business as FOCUS BROADBAND, of PO Box 3198, Shallotte, NC ("ATMC").

For and in additional consideration of the contemporaneous deed of easement from the City to ATMC recorded in Book _____, Page _____, Brunswick County Registry, regarding that parcel adjacent to NC Highway No. 1852 Robert Ruark Dr. and more particularly described as a 3,578 square foot parcel designated as "Parcel A" on that schematic setting forth and depicting courses, bearings, and distances prepared by James R. Tompkins, PLS, September 7, 2023 ("Easement"), the parties hereto agree with regard to ATMC's optical line terminal ("OLT") related work within the Easement which includes, but is not limited to, grading and other site work, installation of a cabinet, generator, and propane tank, and underground installation of conduit for power and fiber optic cable, that:

1. ATMC exclusively manages all the OLT related activities within the Easement;
2. ATMC shall construct, install, maintain, and repair the foregoing OLT related activities in a good, complete, and workmanlike manner, with reasonable care imposed by the applicable standard of law, statute, or ordinance; and
3. ATMC shall, to the extent permitted by law, recompense, indemnify and hold harmless the City with respect to property damage related claims, costs and expenses, incurred as a result or consequence of the OLT activities of ATMC incurred as a result or consequence of the OLT activities of ATMC, its employees, representatives, subcontractors, or licensees in the performance of installation, repair, maintenance, or other related activities both **within** the Easement and beyond the Easement in such areas where the City maintains utility lines or pump station related infrastructure upon the parent parcel of the Easement, bearing Brunswick County parcel number 2210002707, saving and excepting any of the foregoing arising from the negligence or willful conduct of the City or its duly authorized agents, contractors, guests, or invitees.

WITNESS the hands and seals of the parties this the day and year first above written.

THE CITY OF SOUTHPORT, NORTH CAROLINA, a North Carolina municipality

By: _____ (Seal)
Joseph P. Hatem, MD, MPH, City Mayor

Attest: _____ [Affix Seal]
City Clerk or City Deputy Clerk (circle applicable)

STATE OF NORTH CAROLINA, COUNTY OF BRUNSWICK

I, _____, a notary public of Brunswick County, NC, certify that _____, Clerk, Clerk or Deputy Clerk as designated above, to the City of Southport, North Carolina, personally appeared before me this day, being personally known to me or proven to me upon satisfactory evidence, acknowledging that by authority duly given and as the act of the City of Southport, North Carolina, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by herself as its Clerk or Deputy Clerk, as designated above, on behalf of the City.

Date _____
[Affix Seal] Printed Name of Notary: _____

My Commission Expires: _____

Atlantic Telephone Membership Corporation

By: _____
Keith Holden
General Manager / CEO

STATE OF NORTH CAROLINA, COUNTY OF BRUNSWICK

I, _____, a notary public of Brunswick County, NC, certify that Keith Holden, personally appeared before me this day, being personally known to me or proven to me upon satisfactory evidence, acknowledging that by authority duly given a General Manager / CEO and as the act of Atlantic Telephone Membership Corporation, the foregoing instrument was signed in its on behalf of the City.

Date _____
[Affix Seal] Printed Name of Notary: _____

My Commission Expires: _____





OLT Site Example





BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: 10/05/2023 **DEPARTMENT:** Public Services Department

PRESENTED BY: Tom Zilinek, City Engineer

ITEM SPONSORED BY: Public Services Department

ITEM/TOPIC: Award contract to HICAPS for the Municipal Buildings Assessment Services

COST: \$50,000 **BUDGET LINE ITEM:** Capital

JUSTIFICATION: Funds were appropriated in the budget for an Assessment of all Municipal Buildings. The completion of an assessment of all the City-owned buildings will help with planning and budgeting for the repairs and improvements to keep them operational far into the future.

IMPACT IF NOT APPROVED: The City's buildings will deteriorate and will become costly to repair them. We will not have a long-range budget plan for future years.

DEPARTMENT HEAD COMMENTS: This project will help Public Services maintain the long-term integrity of the City's buildings. It will allow for educated and economical decisions to be made with regard to their upkeep including necessary improvements.

CITY MANAGER COMMENTS: The City of Southport is in need of a long-range building assessment of all the City buildings. This will help with long-range planning and allow for better budgeting. This assessment includes the courthouse and all leased buildings.

ATTACHMENTS: Proposal from HICAPS

REQUESTED ACTION: Approve the contract to HICAPS for Municipal Buildings Assessment Services.

PROPOSED MOTION: Motion to approve a contract with HICAPS for Municipal Building Services and authorize the Mayor to execute a contract.

STATEMENT OF QUALIFICATIONS MUNICIPAL BUILDING ASSESSMENT SERVICES

PREPARED FOR:

City of Southport

Dorothy Dutton

Assistant City Manager / City Clerk

1029 North Howe Street

Southport, NC 28461



CITY OF SOUTHPORT
MUNICIPAL BUILDING ASSESSMENT SERVICES

PREPARED BY:

HICAPS, Inc.

600 N. Regional Road

Greensboro, NC 27409

www.Hicaps.com

HICAPS CONTACT:

Jonathan Layton

Manager of Building

Diagnostics

(336) 341-3073

jonathan@hicaps.com

HICAPS PROJECT #:

TBD

DUE DATE OF RFQ

August 25, 2023 – 3:00 PM

SITE KICKOFF DATE(s):

TBD



PROPERTY CONDITION ASSESSMENTS
CONSTRUCTION SERVICES
BUILDING DIAGNOSTICS
CONTRACT INTERIOR DIVISION



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- 6. Appendix B: Professional References**
- 7. Fee Schedule**



CITY OF SOUTHPORT
REQUEST FOR QUALIFICATIONS - MUNICIPAL BUILDING ASSESSMENTS SERVICES

Dear Ms. Dutton,

As you consider HICAPS for this great project, please keep in mind the key points outlined below.

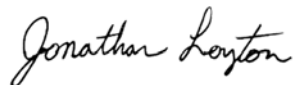
1. HICAPS has a solid history of bringing value by saving Owners' money without compromising quality. Historically, we have saved Owners' costs far in excess of our fee. Our Property Condition Assessments and Reports dig deep to provide our clients with valuable information regarding their initial capital and upcoming capital costs.
2. Quality Assurance and Management is paramount to our Team. We have recently been asked by the CMAA (Construction Management Association of America) to present an educational session at their national convention on the subject of "Creating a Culture of Quality in Your Organization."
3. The HICAPS Team has worked closely with Owners of all types with the implementation of programs that include diverse maintenance, repair, and infrastructure challenges. We will work closely with your Team to evaluate and ensure that critical deferred maintenance items and repairs are categorized and addressed in the overall program plan.

Nothing is as important to the success of a program such as yours - as the people you select to help with the task. HICAPS is a diverse group of professionals, a virtual One-Stop Shop for Owners. Our In-House Team of Professionals includes:

1. Building Diagnostics Team (Property Condition Assessment Professionals)
2. Professional Engineers
3. Licensed Architects
4. LEED Accredited Professionals
5. Project Controls & Scheduling
6. Space Planning Team
7. Project, Program & Construction Management Professionals
8. Risk Management Professionals
9. Budget & Cost Estimating Professionals
10. Contract Interiors Professionals
11. Safety & Security Professionals
12. Certified Construction Managers

We thank you for this great opportunity and look forward to assisting you and your Team with the Municipal Building Assessment processes.

Sincerely,



Jonathan Layton, CMIT, Thermographer II
Manager of Building Diagnostics
Mobile: (336) 341-3073
jonathan@hicaps.com

TAB A – PROPOSED SCOPE OF SERVICES / APPROACH

HICAPS Building Condition Assessments will include both primary and secondary buildings, including any outbuildings. We will complete field data collection and condition assessment meant to capture information on all major building systems to the individual component level, including all components considered capital repair items (as opposed to maintenance level items).

This includes HVAC, roofing, electrical, plumbing, vertical transportation systems, building envelope and structural systems. At the start of each building or facility assessment, we will interview identified staff to understand what improvements have been made in the previous three years, what improvements are planned in the next ten years, and known problems. We will then collect, document, and analyze the facility assessment data to achieve the following:

- Inventory all major building equipment including quantity, manufacturer, model, and serial number.
- Identify deficient conditions in terms of deferred maintenance and building condition.
- Provide a reasonable cost analysis for the above-mentioned efforts.
- Data will be collected from the buildings and reports will be prepared as follows:
 1. A separate report section will be prepared for each building.
 2. Provide individual cost tables and digital photographs to document the deficient conditions at each building.

We will conduct onsite inspections of the occupied buildings to provide interior and exterior assessments of conditions. This must be done using a standardized, documentable inspection City of Southport RFQ for Municipal Buildings Assessment process that provides accurate, consistent, and repeatable results. Inspections shall be conducted using applicable codes and accepted industry standards. The City desires to have this information presented in both a written and an electronic format.

Each building report section will include an estimated cost for each system, repair, or replacement anticipated during the evaluation term. The capital needs analysis will be submitted as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost, and total cost for the repair of each line item.

In addition to the detailed description of the deficiencies, we will provide cost estimates for the deficiencies noted. The cost estimate for capital deficiencies will be based on the estimate for maintenance and repair.

Review existing records, site plans, permits, drawings, etc. The City will provide copies to the successful Vendor upon contract execution. We will visually inspect facilities and properties. Specifically, the assessment will focus on the following components:

1. Heating System; Identify boilers, furnaces, and major labeled equipment.
2. Ventilation System; Identify the ventilation systems and assess the overall condition.
3. Roofing System; Identify the material roof systems, including roof type, reported age, slope, drainage, or any unusual roofing conditions. Observe for evidence of material repairs, significant ponding, or evidence of material roof leaks.
4. Electrical System; Identify the electrical service provided and distribution system at the subject property. Observation and evaluation will include switchgear, transformers, emergency generators, and main distribution panels. Excluded are step-down transformers.
5. Plumbing; Identify the material plumbing systems at the subject property, including domestic water supply, domestic hot water production over 80 gallons, sanitary sewer, primary backflow preventer, or any special or unusual plumbing systems (such as fuel systems, gas systems).
6. Vertical Transportation; Identify the existing vertical transportation equipment and provide an overall assessment. Detail deficiencies for each elevator and provide an analysis of the remaining useful life, along with budgets for any expected expenditures up to and including modernization or replacement.
7. Building Envelope; Identify the material elements of the building exterior, including walls, doors, windows, and fire escapes. This will also include the façade, curtain-wall systems, glazing, exterior sealant, exterior balconies, and stairways.
8. Structural Components; Evaluate the footings, foundations, slabs, columns, floor framing system, and roof framing system as part of the structural inspection for soundness.

Observations will be subject to grade and visibility of components. This is to be a visual inspection only and no structural testing of components or materials will be undertaken.

TAB B – PROJECT EXPERIENCE

Guilford County Schools

Owner Contact: John Simmons, Sr. Executive Director of Building Services

Phone Number: 336-370-2386

Email: simmonj@gcsnc.com



Project Description: Developed a financial model to track the use of program/project reserves and project expenditures to assist with future capital project decisions. With a current savings of \$10M.

The Learning Jungle

Owner Contact: Michael Fraser

Phone Number: 905-442-2197

Email: michael.fraser@learningjungle.com



Project Description: Conducted evaluations of the conditions of fifteen (15) daycare facilities and provided cost estimation services. These evaluations involved categorizing the properties and their components as either in good, fair, or poor condition. Additionally, created a record detailing the projected lifespan of the main building components, along with the associated costs for replacement or repair. The assessments were carried out following the guidelines outlined in the ASTM E1018-15

Standard.

Biltmore Forest Country Club

Owner Contact: Bob Nock

Phone Number: 828-274-1261

Email: bnock@biltmoreforestcc.com

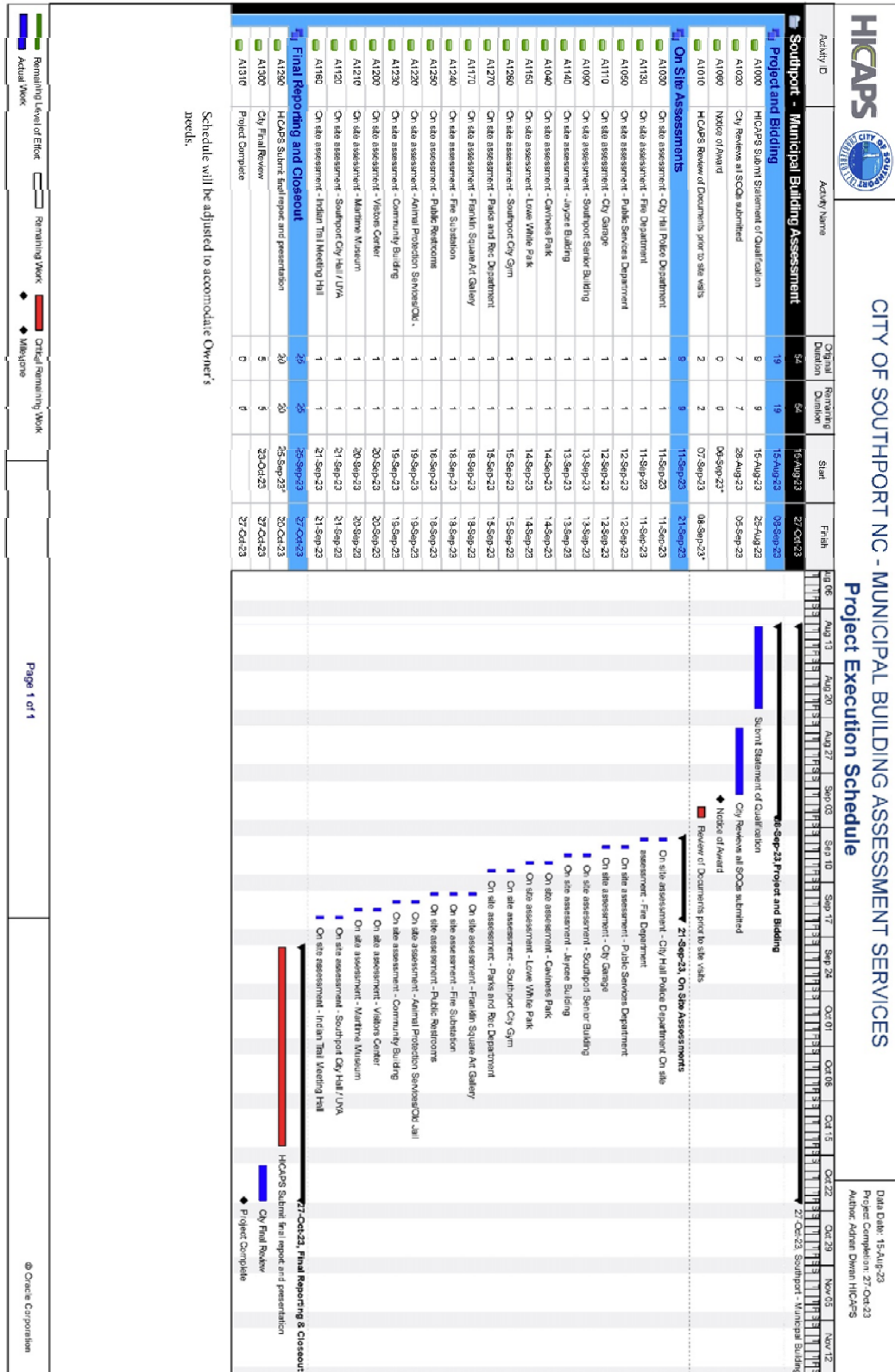


Project Experience: Provided a building condition evaluation and cost estimation service for a golf country club spanning around 47,500 square feet and its adjacent properties situated in Asheville, NC. This evaluation entailed classifying both the property and its building components as being in good, fair, or poor condition. Furthermore, produce an appraisal of the expected lifespan of the key building components, coupled with the present expenses for their replacement or repair. The

building assessments will be carried out following the general principles outlined in the ASTM E1018-15 Standard.



TAB C – PROJECT SCHEDULE



APPENDIX A – KEY PERSONNEL RESUMES



Jonathan Layton

Manager of Building Diagnostics

- A.A.S Architectural Technology – Forsyth Technical Community College
- Construction Management Diploma – North Carolina State University
- FAA Certified Drone Pilot
- Level II Thermographer – Buildings & Roofs
- Licensed Field Auditor – Air Barrier Association of America



Adnan Diwan

Project Manager

- MS & BS Civil Engineering – North Carolina State University
- P6 Certified Schedule
- Construction Quality Management Certification



Randy Keel

Roofing & Building Envelope Expert

- A.A.S Architectural Design and Drafting – Southeast Oakland Vocation Education Center
- Level II Thermographer
- Registered Roof Observer



Sharon Graeber
Registered Architect

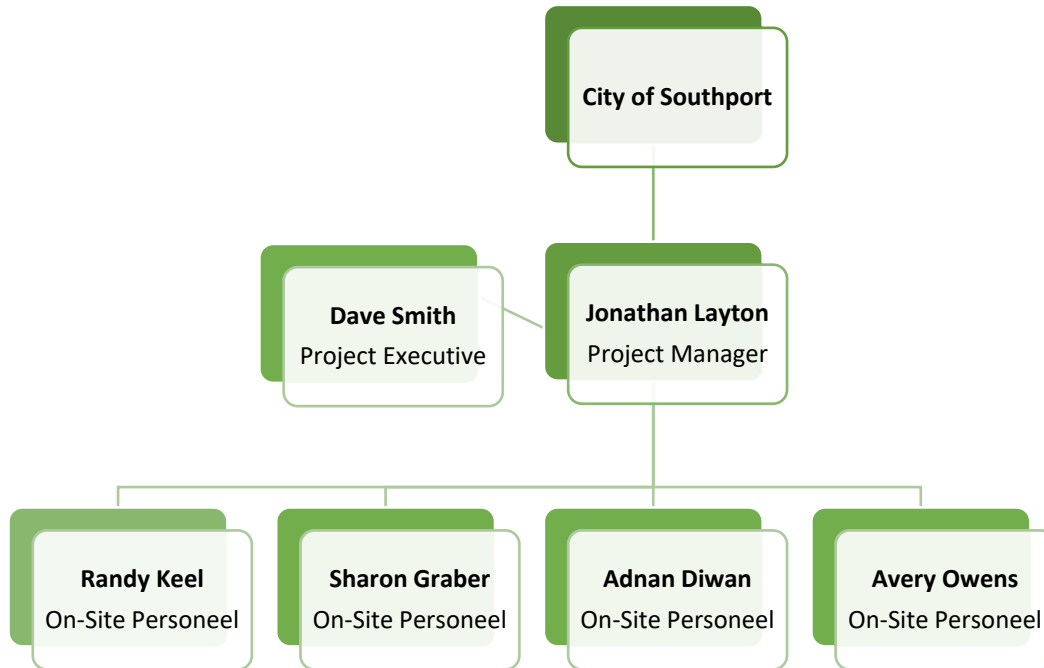
- MA & BEDA Architecture – North Carolina State University



Avery Owens
Project Manager

- BS Construction Management – Western Carolina University

PROJECT TEAM ORGANIZATION CHART



APPENDIX B – PROFESSIONAL REFERENCES

Mr. Pat Haywood
Carruthers & Roth, PA
336-478-1177
jph@crlaw.com

Mr. Nick Gonzalez
Linville Teaming Partners
305-979-3440
nick@ltpcommercial.com

Brigadier General Kevin Stewart, USMC (Retired)
Carolina Museum of the Marine Corps

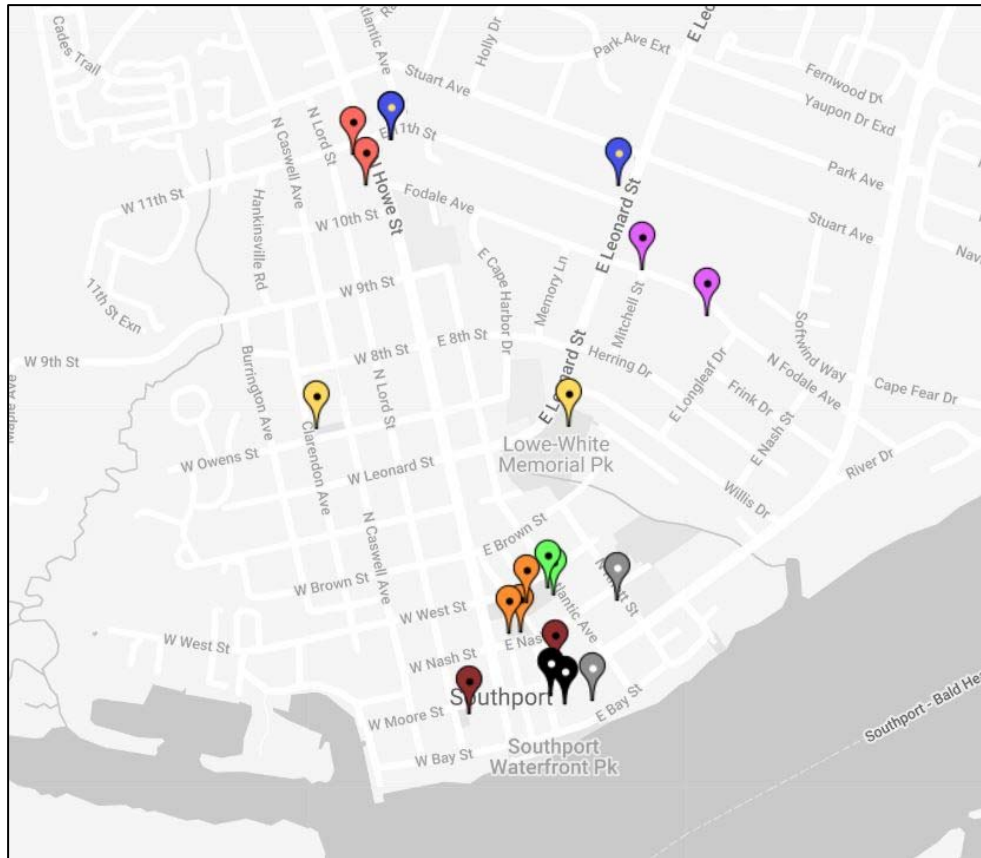
It is an absolute pleasure to work with Dave Smith and the HICAPS team. They are professional, knowledgeable, and experts. For such a complex project, we would be “lost” without Dave Smith...he keeps us on task, on schedule, and on budget.

EJ Deering
Executive Director of Facilities (Retired)
Guilford County Schools
Greensboro, NC

“I have known Dave Smith both professionally and personally for more than 25 years... Dave is highly respected by his colleagues and subordinates and skillfully managed the numerous projects and personalities involved with our bond program projects. His enthusiastic and optimistic attitude is contagious and serves to motivate and energize staff and others around him. As such he would be an asset to any person or company interested in acquiring an outstanding leader.

7. Fee Proposal (separate sealed envelope)

CITY OF SOUTHPORT MUNICIPAL BUILDING ASSESSMENT SERVICES FEE SCHEDULE



Day	Name	Street	Sq. ft.	Cost (\$0.34 per sq. ft.)
1	City Hall Police Department	1029 North Howe Street	12,000	\$4,080.00
1	Fire Department	1011 North Howe Street	24,000	\$8,160.00
2	Public Services Department	1010 North Howe Street	3,500	\$1,190.00
2	City Garage	210 East 11th Street	5,500	\$1,870.00
3	Southport Senior Building	311 North Fodale Avenue	2,000	\$680.00
3	Jaycee Building	309 North Fodale Avenue	2,000	\$680.00
4	Caviness Park	704 Clarendon Avenue	1,000	\$340.00
4	Lowe White Park	226 East Leonard Street	500	\$170.00
5	Southport City Gym	215 North Atlantic Avenue	2,800	\$952.00
5	Parks & Recreation Department	209 North Atlantic Avenue	2,800	\$952.00
6	Franklin Square Art Gallery	130 East West Street	6,100	\$2,074.00
6	Fire Substation	111 East Nash Street	5,000	\$1,700.00
6	Public Restrooms	107 East Nash Street	650	\$221
7	Animal Protective Services / Old Jail	111 North Rhett Street	3,500	\$1,190.00
7	Community Building	223 East Bay Street	5,700	\$1,938.00
8	Visitors Center	203 East Bay Street	4,100	\$1,394.00
8	Maritime Museum	204 East Moore Street	10,100	\$3,434.00
9	Southport Old City Hall / UYA	201 East Moore Street	5,700	\$1,938.00
9	Indian Trail Meeting Hall	113 West Moore Street	1,650	\$561.00
ALL TRAVEL COST INCLUDED				N/A
TOTAL PROJECT COST				\$33,524.00



BOARD OF ALDERMEN AGENDA ITEM SUMMARY

DATE: September 25, 2023

DEPARTMENT: Administration/Development Services

PRESENTED BY: Dorrie Dutton, Assistance City Manager and Bonnie Therrien, City Manager

ITEM SPONSORED BY: Administration

ITEM/TOPIC: Regional Planning Organization Membership

COST: Unknown

BUDGET LINE ITEM: N/A

JUSTIFICATION: The City of Southport has been asked to join either the Grand Strand Area Transportation Study Group (GSATS) Regional Planning Organization or stay with the Regional Planning Group we are currently in through the Cape Fear Council of Governments. We were originally asked to also look at the Wilmington Metro Planning Organization, but they have decided not to expand their membership. These organizations can assist us with transportation funding applications, as well as planning studies for future projects and technical reviews. You have heard from both organizations at past Board meetings.

IMPACT IF NOT APPROVED: We will continue our current membership with the Cape Fear Regional Planning Membership.

DEPARTMENT HEAD COMMENTS: If other municipalities that are contiguous to Southport do not join GSATS, Southport will remain with the Cape Fear Regional Planning Organization.

CITY MANAGER COMMENTS: After hearing from both organizations, I would like to recommend that the City join with GSATS and see what they can offer to us for more funding opportunities. In the short time I have been here, the Cape Fear RPO has been receptive to assistance requests we have had for them, but funding for transportation projects has not been as aggressive as GSATS for smaller communities in Brunswick County.

ATTACHMENTS: Overview of Services from Both Organizations

REQUESTED ACTION: The Board needs to decide which group the City will utilize in the future for planning services and grant opportunities.

PROPOSED MOTION: Motion to have the City of Southport join with _____ for the City's future planning needs and opportunities for transportation funding.

GSAATS

The Grand Strand Area Transportation Study



GSATS Staff

- ▶ Mark Hoeweler, AICP, ITE, MPO Director
- ▶ Elizabeth Tucker, AICP Transportation Program Manager
- ▶ Leigh Kane, AICP, Planning Services Director
- ▶ Tom Dobrydney, AICP Senior Planner
- ▶ Jason Werner, AICP, Associate Planner
- ▶ Darryl Elliott, GIS, IT
- ▶ Chelsea Cogliano, Associate Planner/Environment

Office located in Georgetown, SC

Services Available to Members

- ▶ **Transportation Model**
 - Scenario Planning
 - Traffic Projections
- ▶ **Development Impacts**
 - Traffic Impact Analysis
- ▶ **MioVision Traffic Counting**
 - Traffic Counts/Turning Movements
 - Tube counters/Speed Studies
- ▶ **Administration of:**
 - Corridor Studies/Origin – Destination Studies
 - Consultant Contracts
 - Request for Proposals

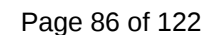
Timetable

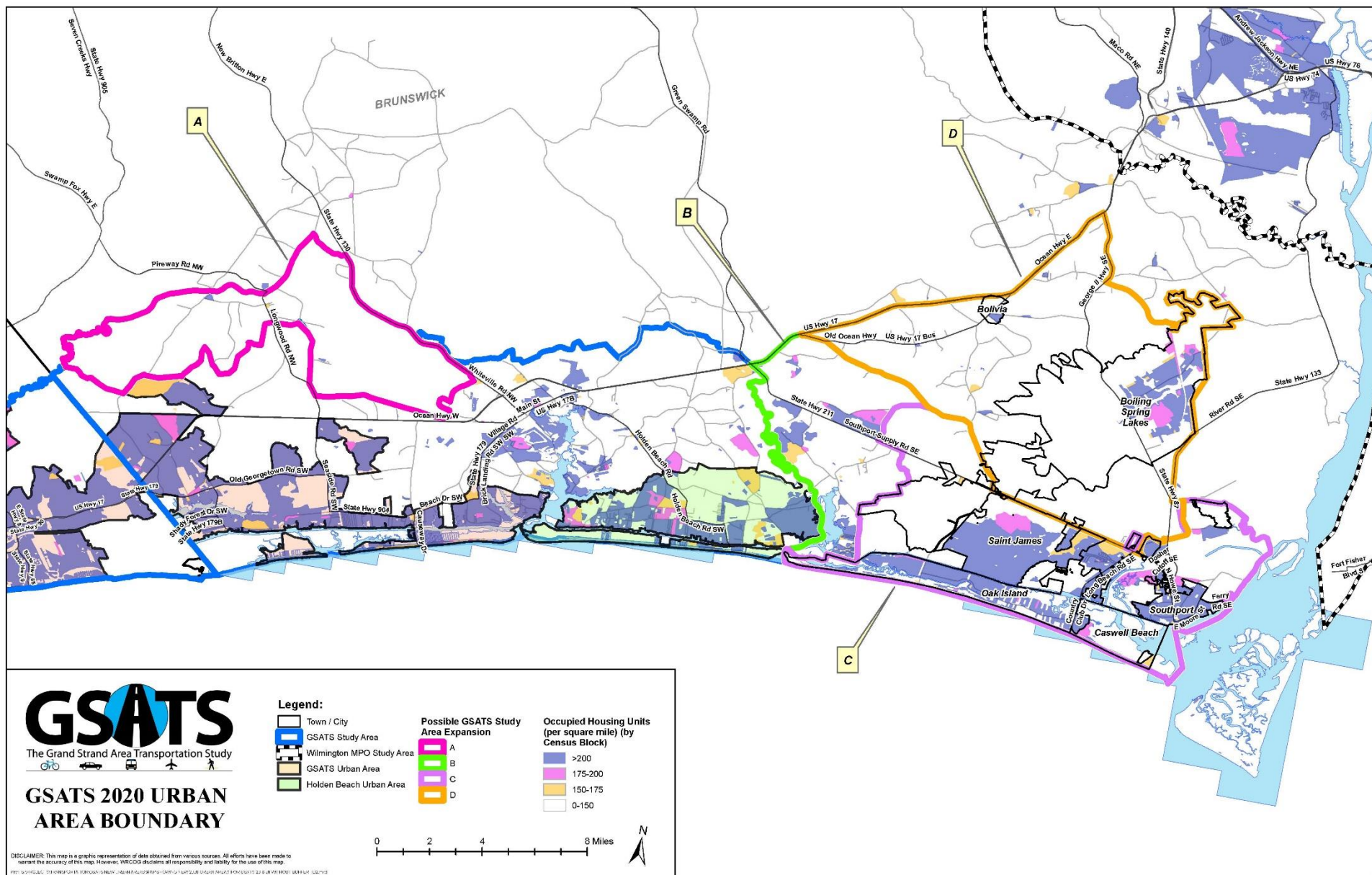
- ▶ July – November 2023 – Contact Local Governments
- ▶ December – Determine MPO Membership
 - Develop Bi-State Agreement
 - Modify Committee Memberships
 - Change Existing Bylaws
 - Resolutions of Support From New MPO Members
 - Signed Memorandum of Understanding

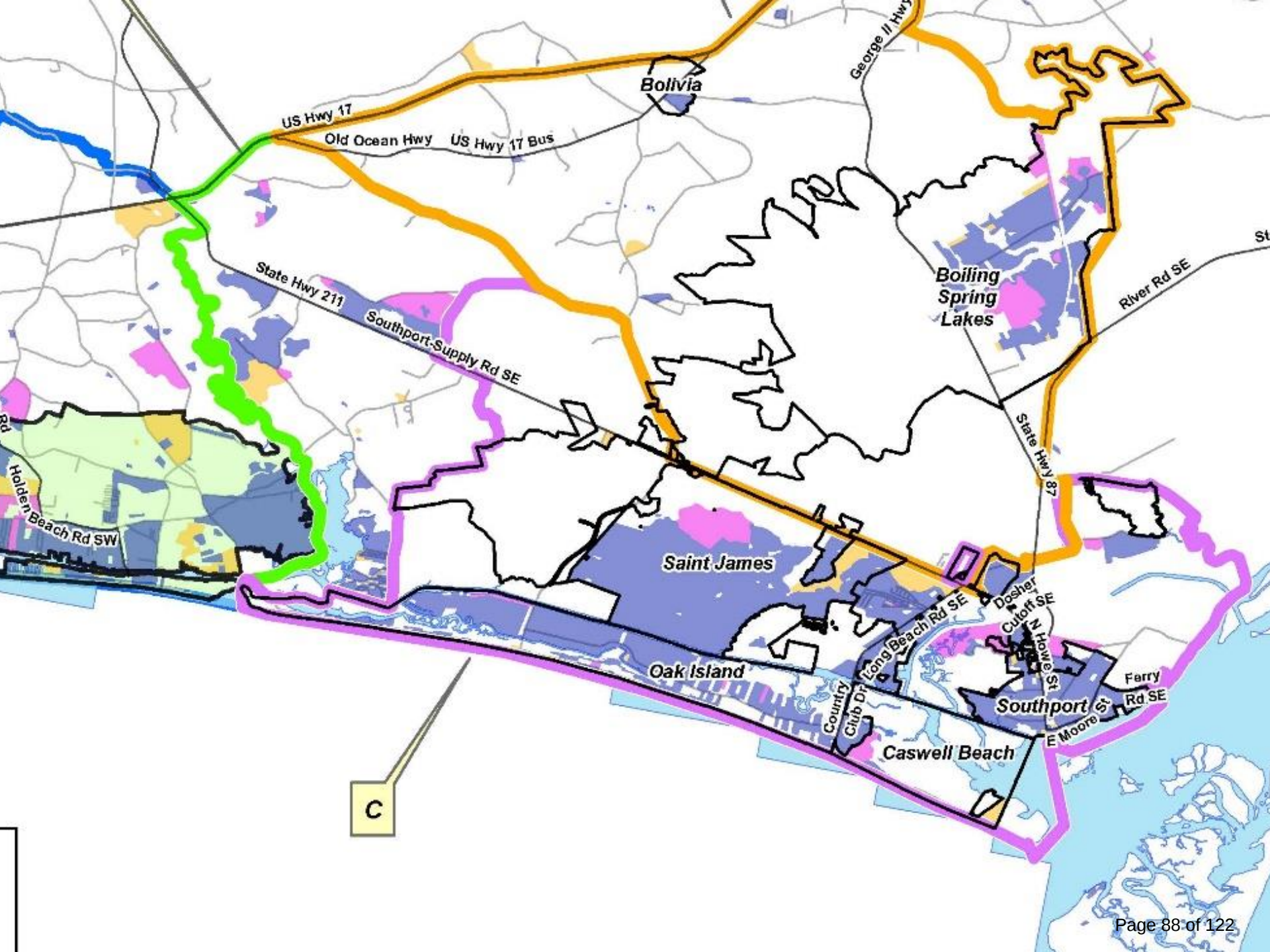
Myrtle Beach–North Myrtle Beach SC/NC MPO

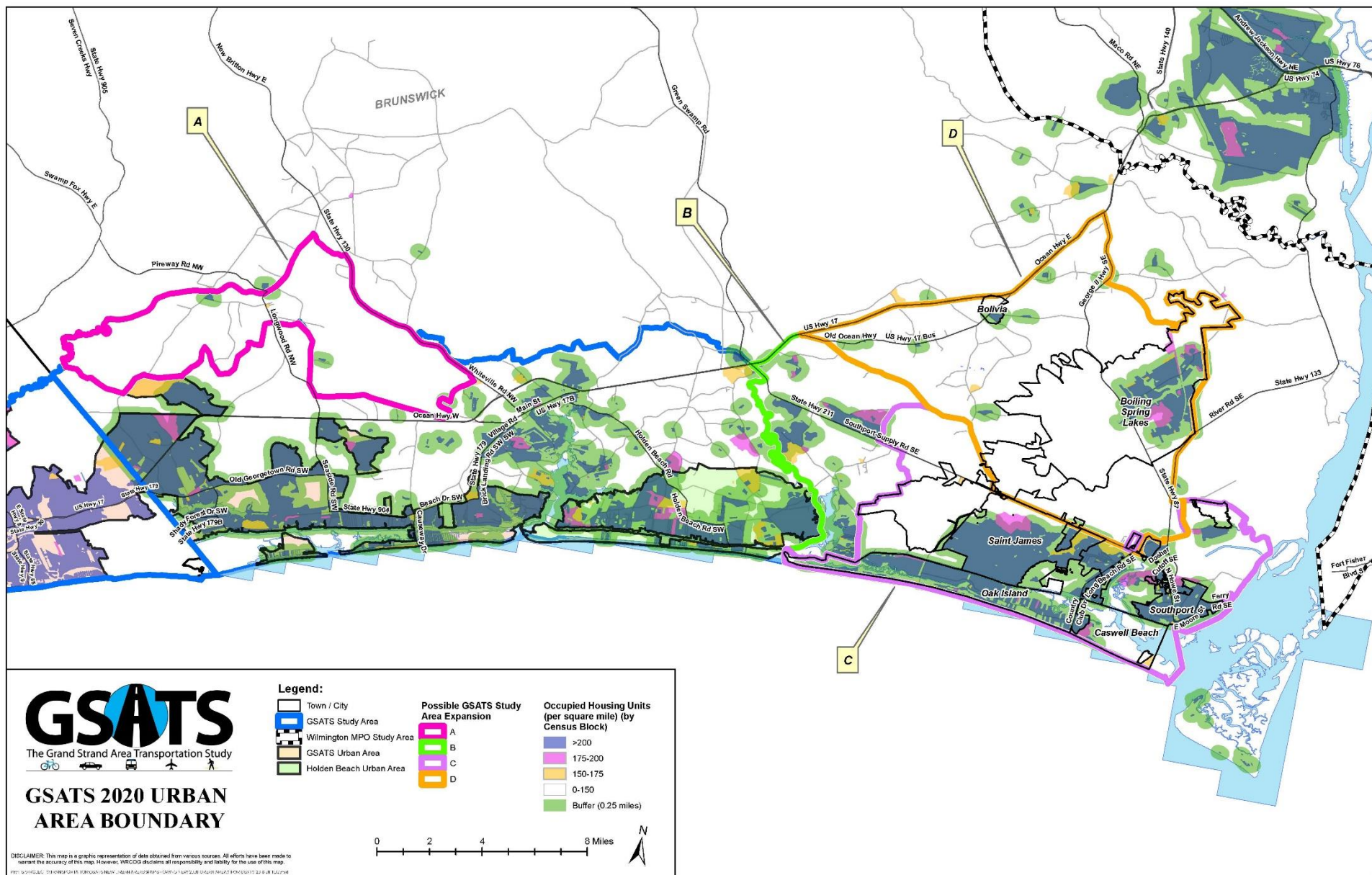
History

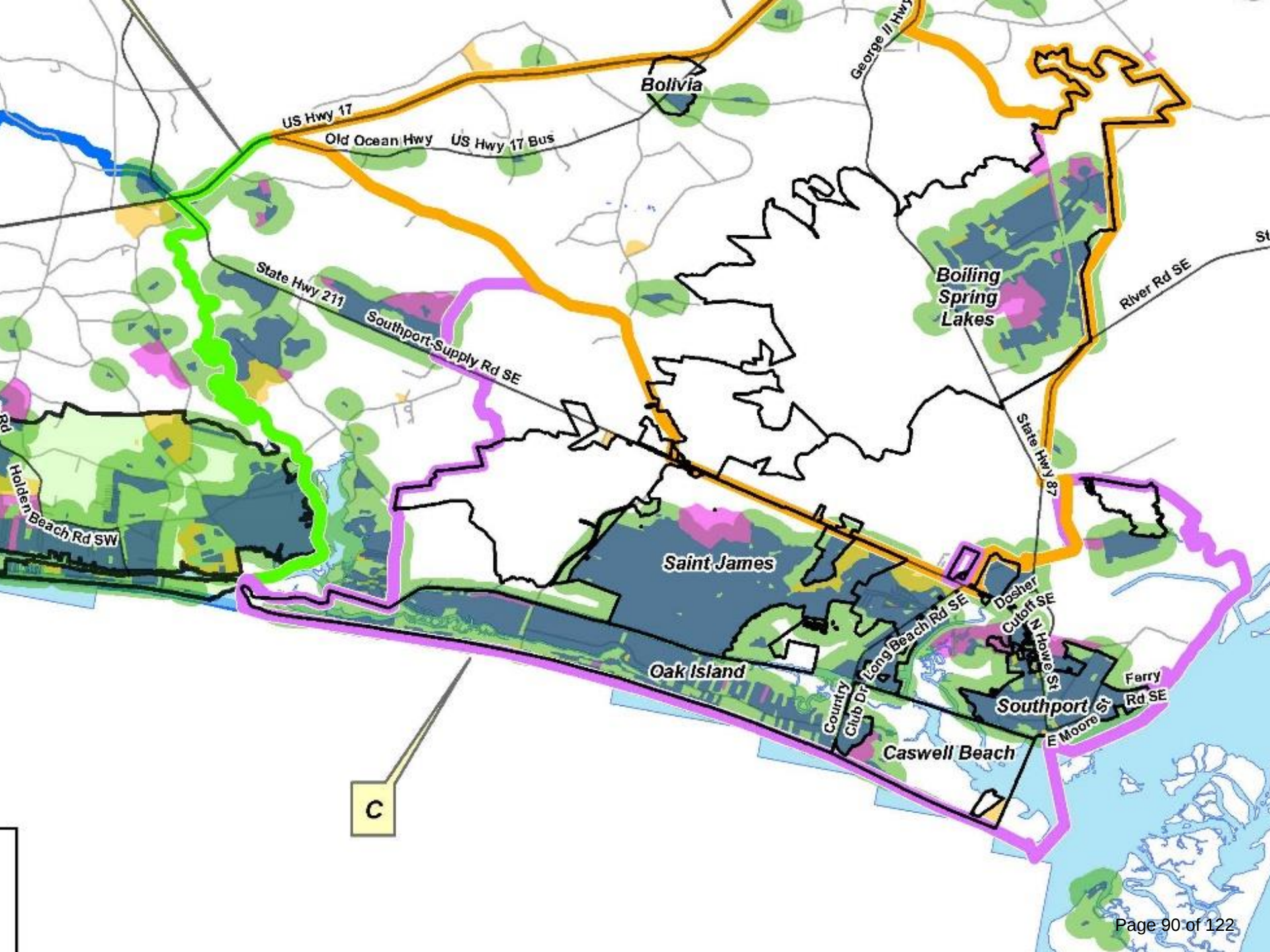
- ▶ 1990 Census Population 50,000+ **MPO**
- ▶ 2000 Census Population 100,000+ **MPO**
- ▶ 2010 Census Population 214,000+ **TMA**
- ▶ 2020 Census Population 298,000+ **TMA**











Committee Structures

The Grand Strand Area Transportation Study

- ▶ **Two-Tiered Structure**
 - Technical Committee (staff representation)
 - Policy Committee (elected officials)
- ▶ **Advisory Committee (Study Team/TCC)**
 - Staff level representatives make recommendations to Policy Committee/TAC
- ▶ **Policy Committee (TAC)**
 - Elected Officials (mayors, legislative delegation members) DOT, FHWA
- ▶ **Overall GSATS Policy Committee**
 - Elected Officials from both states with proportional representation from NC (4 NC representatives/20 SC members)
 - The NC population is approximately 16% of total MPO population

TRANSPORTATION ADVISORY COMMITTEE MEMBERS

- ▶ CALABASH
- ▶ CAROLINA SHORES
- ▶ SUNSET BEACH
- ▶ HOLDEN BEACH
- ▶ BRUNSWICK COUNTY(2)
- ▶ OCEAN ISLE BEACH
- ▶ SHALLOTTE (2)
- ▶ VARNAMTOWN
- ▶ BRUNSWICK TRANSIT
- ▶ HOUSE DISTRICT 17
- ▶ SENATE DISTRICT 8
- ▶ NCDOT BOT

SC/NC Representation

24 POLICY COMMITTEE REPRESENTATIVES

Myrtle Beach (2)	Georgetown Delegation (2)	Brunswick County
Conway	Coast RTA	NCDOT Board of Trans
North Myrtle Beach	SCDOT Commission	NCTAC Chair
Briarcliffe Acres	SCDOT Sec of Trans	NCTAC Vice-Chair
Atlantic Beach		
Surfside Beach		
Horry County (2)		
Horry Delegation (3)		
Georgetown		
Pawleys Island		
Georgetown County		

Funding Availability (Adjusted to Obligational Limitation)							
Last Data Update 8/24/23							
MPO	Fund	Fund Description	CFFY Carry Forward Exception	Current Year Apportionment	Net Available Funding	Obligation or Committed Amount	Funding Balance
MYRTLE BEACH	2710Z910M	Urbanized Areas >200K Myrtle Beach-Socas	\$24,200.00		\$24,200.00		\$24,200.00
MYRTLE BEACH	2710Z919M	Urbanized Areas >200K Myrtle Beach-Socas	\$19,723.00		\$19,723.00		\$19,723.00
MYRTLE BEACH	2731M230M	Urban Over 200K Population-Myrtle Beach	\$301,263.00		\$301,263.00	-\$183,978.00	\$485,241.00
MYRTLE BEACH	2731M23EM	Urban > 200K Population-Myrtle Beach Ext	\$333,372.00		\$333,372.00		\$333,372.00
MYRTLE BEACH	2731Y230M	Urban Over 200K Pop IIJA-Myrtle B-Socas.	\$376,331.00	\$383,858.00	\$760,189.00	\$409,080.00	\$351,109.00
MYRTLE BEACH	2731Z230M	Urban Over 200K Population-Myrtle Beach	\$481,417.00		\$481,417.00	-\$32,768.00	\$514,185.00
MYRTLE BEACH	2731Z23EM	Urban >200K Pop.-Myrtle Beach FAST EXT	\$342,754.00		\$342,754.00		\$342,754.00
MYRTLE BEACH	27CVZ972M	Urbanized Areas >200K Myrtle Beach COVID	\$136,556.00		\$136,556.00	\$136,556.00	\$0.00
MYRTLE BEACH	2741Y230M	Forward Funding_STBG_>200kP_Myrtle Beach	\$0.00	\$1,535,432.00	\$1,535,432.00		\$1,535,432.00
MYRTLE BEACH	2749Y301M	Forward Funding TAP >200K Myrtle Beach	\$0.00	\$193,460.00	\$193,460.00		\$193,460.00
MYRTLE BEACH	2751Y601M	Forward Funding CRP >200K - Myrtle Beach	\$0.00	\$366,984.00	\$366,984.00		\$366,984.00
			\$2,015,616.00	\$2,479,734.00	\$4,495,350.00	\$328,890.00	\$4,166,460.00
MYRTLE BEACH	2713M301M	Total Surface Transportation Block Grant Transp Alt. Prog >200K Myrtle Beach	\$41,529.00		\$41,529.00		\$41,529.00
MYRTLE BEACH	2713M3E1M	Transp Alt. Prog >200K Myrtle Beach-Ext.	\$27,196.00		\$27,196.00		\$27,196.00
MYRTLE BEACH	2713Y301M	TAP IMPRV ACC & EFF >200K Myrtle Beach	\$47,376.00	\$48,365.00	\$95,741.00	\$95,741.00	\$0.00
MYRTLE BEACH	2713Z301M	Transp Alt. Prog >200K Myrtle Beach	\$115,015.00		\$115,015.00		\$115,015.00
MYRTLE BEACH	2713Z3E1M	Transp Alt Prog >200K Myrtle B. FAST EXT	\$24,005.00		\$24,005.00		\$24,005.00
			\$255,121.00	\$48,365.00	\$303,486.00	\$95,741.00	\$207,745.00
MYRTLE BEACH	2719Y601M	Total Transportation Alternatives CARBON REDUCT >200K IIJA - Myrtle Beach	\$0.00	\$91,746.00	\$91,746.00	\$91,746.00	\$0.00
			\$0.00	\$91,746.00	\$91,746.00	\$91,746.00	\$0.00
MYRTLE BEACH		Total Surface Transportation Block Grant	\$2,270,737.00	\$1,967,655.00	\$4,238,392.00	\$424,631.00	\$3,813,761.00
		Total All Funding Sources					

Staff and Contact Information

The Grand Strand Area Transportation Study



GSATS

1230 Highmarket Street

Georgetown, SC

www.GSATS.org

843.436.6130

- **Staff Contacts**

- Mark Hoeweler, AICP, ITE (MPO Director)

mhoeweler@wrcog.org

- Elizabeth Tucker, AICP (Transportation Program Manager)

etucker@wrcog.org

Cape Fear RPO

Brunswick County ❖ **Columbus County** ❖ **Pender County**

CITY OF SOUTHPORT

AUGUST 4, 2023



Outline



WHAT IS A RURAL
PLANNING
ORGANIZATION?



WHO IS THE CAPE
FEAR RPO?



HOW A PROJECT
GETS BUILT

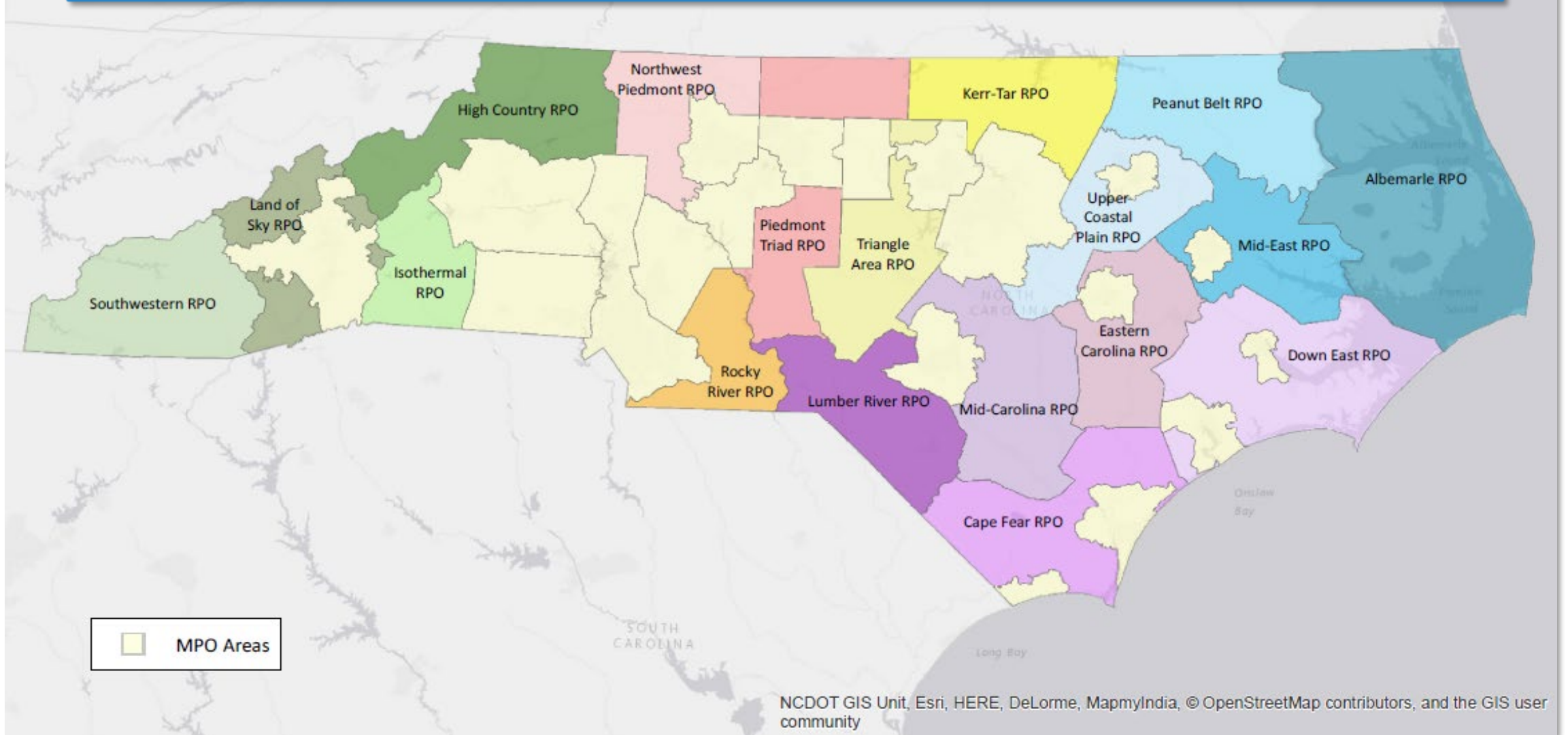


NCDOT'S
PRIORITIZATION
PROCESS

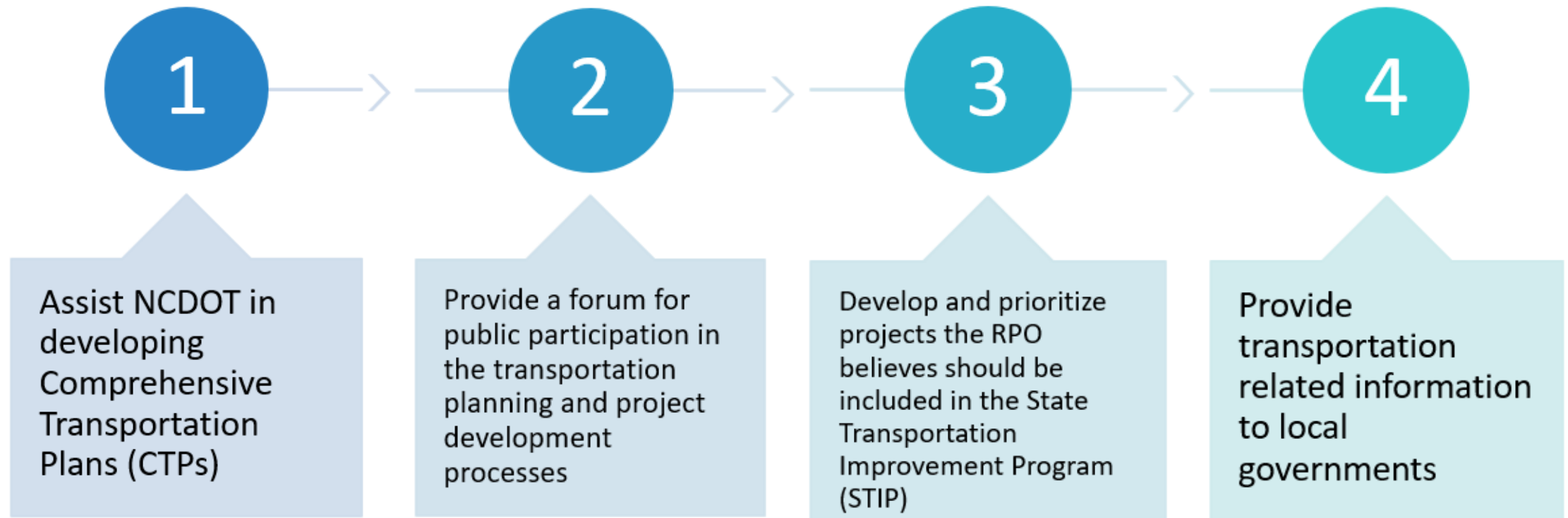


QUESTIONS

What is a Rural Planning Organization?



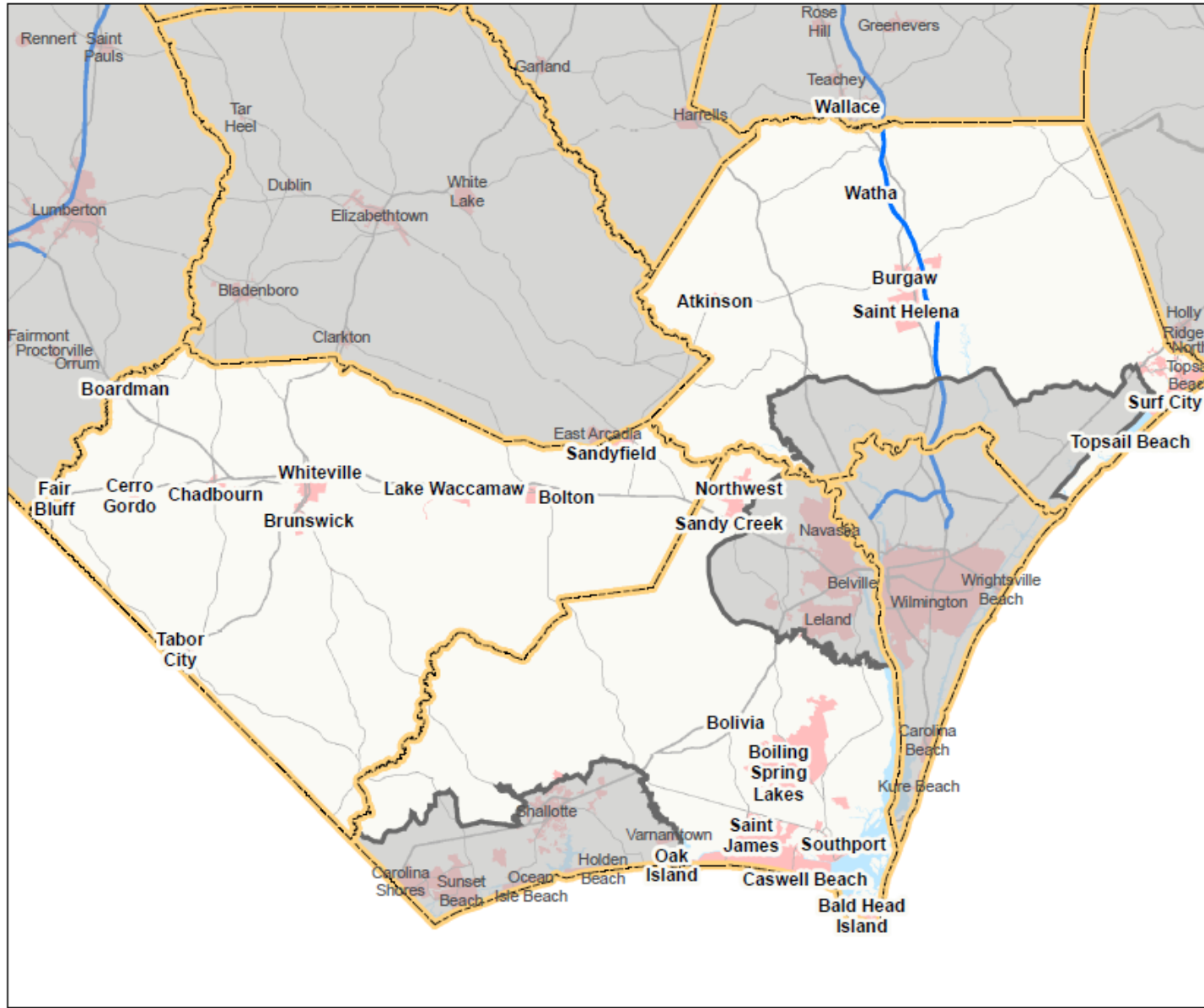
What does a Rural Planning Organization do?



Cape Fear Rural Planning Organization

Brunswick County Municipal Members

- Bald Head Island
- **Boiling Spring Lakes**
- Bolivia
- Caswell Beach
- Northwest
- **Oak Island**
- **Saint James**
- **Sandy Creek**
- **Southport**



Recent Cape Fear RPO (CFRPO) Activities

Collecting traffic counts and other transportation-related data:

- Surf City (2022)
- Boiling Spring Lakes (2023)
- Oak Island (2023)

Comprehensive Transportation Planning, addressing future growth:

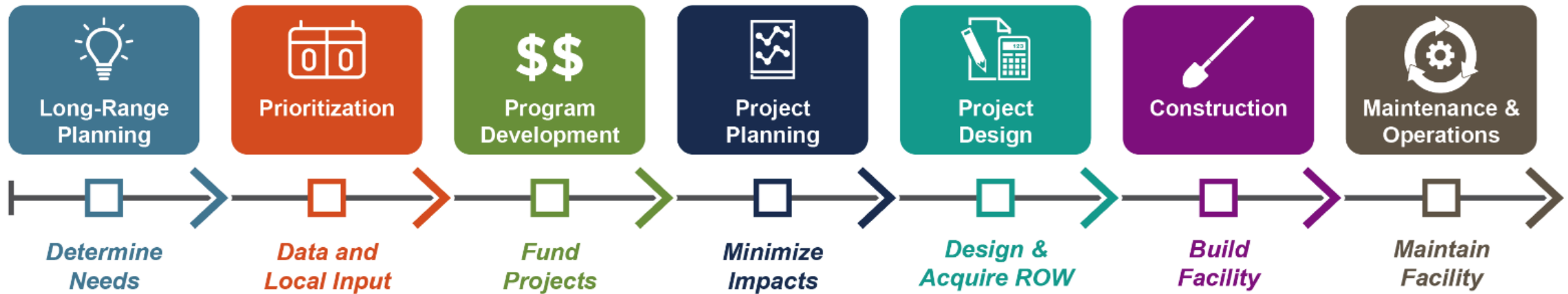
- Brunswick County – *final edits, adoption late 2023*
- Columbus County – *final edits, adoption late 2023 / early 2024*
- Pender County – *starting soon, kick-off late 2023 / early 2024*

East Coast Greenway Feasibility Studies:

- ECGA route in Brunswick County along **NC 211** (2021)
- ECGA route in Pender County along **NC 210** (2023)

Regional & local multimodal transportation plans:

- Southport Pedestrian Plan (2014)
- Cape Fear Regional Bike Plan (2017)
- Boiling Spring Lakes Pedestrian Plan (2020)



How a Project Gets Built

NCDOT's Prioritization Process

The main goal is to provide a transparent, data-driven process to address critical transportation needs.

- Prioritization = assigning data and scores to projects
- Programming = process of assigning funding and schedules to projects

Final product: 10-year long-range plan called the **State Transportation Improvement Program (STIP)**

- Updated every 2-3 years
- The main source of significant capital improvement projects for ALL modes of transportation

P7.0 Project Submittal Window Open July 10-Sept 29

Questions?

Contact Info

Sam Boswell

Cape Fear Council of Governments

Cape Fear RPO Director

sboswell@capefearcog.org

(910) 395-4553



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: October 5, 2023

DEPARTMENT: Development Services

PRESENTED BY: Maureen Meehan, City Planner

ITEM SPONSORED BY: Development Services Department

ITEM/TOPIC: Board discussion and consideration of Short-term Vacation Rental Ordinance Amendment

COST: N/A

BUDGET LINE ITEM: N/A

JUSTIFICATION: At their July 20, 2023 meeting, the Planning Board voted to send the Board of Aldermen a recommendation of approval for a Unified Development Ordinance Amendment to multiple sections of the Ordinance relating to Short Term Vacation Rentals and Homestays, specifically to remove references to the already-unenforced annual registration requirement. 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, however disapproval of the amendment would be inconsistent with the previous Board's decision to not enforce the annual registration requirement and with recent judicial decisions that prohibited annual registrations for these uses. A statement of consistency must be adopted in conjunction with a motion to approve or deny the proposal.

DEPARTMENT HEAD COMMENTS: Planning Staff is the applicant in this case, and the proposal is consistent with the City's CAMA Land Use Plan, with the Unified Development Ordinance, with recent judicial decisions, and with previous Board action. Staff recommend holding the public hearing on the proposal at the regular Board of Aldermen meeting in September.

CITY MANAGER COMMENTS: I concur with the recommendation of the Planning Board and Development Staff.

ATTACHMENTS: Staff Report, Draft Language, Consistency Statement, Amendment.

REQUESTED ACTION: Board discussion and decision on STVR Ordinance Amendment

PROPOSED MOTION: 1.) Motion to approve the Land Use Consistency Statement to remain consistent with current General Statutes; and 2.) the Zoning Text Amendment regarding Short Term Vacation Rentals and Homestays as presented.

STAFF REPORT – ZTA 23-03

ZONING TEXT AMENDMENT APPLICATION

SHORT TERM VACATION RENTALS AND HOMESTAYS

APPLICATION SUMMARY	
Presentation Date	October 5, 2023 City of Southport Board of Aldermen
Applicant	City of Southport Planning Staff
Relevant Ordinance Sections	Section 2.6 ‘Annual Zoning Permit for Homestays and Short-Term Vacation Rentals;’ Section 3.6.G ‘Homestay;’ Section 3.8.II ‘Short Term Vacation Rentals;’ Article 8 ‘Definitions’

ZONING TEXT AMENDMENT PROPOSAL
City of Southport Planning Staff, applicant, respectfully submits a Zoning Text Amendment to the City of Southport Unified Development Ordinance. Specifically, the request is to amend Section 2.6.I ‘Annual Zoning Permit for Homestays and Short-Term Vacation Rentals,’ Section 3.6.G ‘Homestay,’ Section 3.8.II ‘Short-Term Vacation Rentals;’ and Article 8 ‘Definitions’ to bring the Unified Development Ordinance into full compliance with recent judicial decisions. As drafted, the Zoning Text Amendment does not modify any of the City’s enforcement efforts on the topic, as the City has already forgone the enforcement of the inconsistent sections. 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.

AMENDMENT DESCRIPTION

City of Southport Planning Staff is submitting this Zoning Text Amendment to provide for amendments to the City's regulations on homestays and short-term vacation rentals for the purposes of bringing the Ordinance into compliance with 1) recent judicial decisions and 2) into line with the City's current enforcement paradigm on the matter. Approval of the amendment as currently drafted would result in no change in the City's current enforcement of the matter, as the Board of Aldermen has already voted to forego enforcement of the inconsistent sections in September 2022.

The primary matter necessitating revision of our Ordinances relating to these uses is the determination that an annual registration requirement for these uses is not permissible under North Carolina General Statutes as determined by a ruling in *Schroeder v. City of Wilmington*. To that end, Staff propose the removal of Section 2.6.I, which outlines the annual registration requirement. These uses are still required to obtain an initial zoning permit as would be the case for any other use of the property, and the Ordinance does not need further amendments to ensure that that is the case. Additional references to Section 2.6.I within the use standards for homestays and short-term vacation rentals will be discussed below.

For discussion purposes, the proposed ordinance amendments are broken down into two major topics: "Homestays" and "Short-Term Vacation Rentals."

Homestays

A homestay is defined as the following:

Homestay. A private, resident-occupied dwelling unit, with up to two guest rooms where overnight lodging accommodations are provided to transients for compensation and where the use is subordinate and incidental to the primary residential use of the building. A homestay is considered an accessory "Lodging" use under this UDO. The permanent resident is present during the rental stay.

Within the definitions section, Staff propose the removal of language within the definition of a homestay permit as found in Article 8. Specifically, the homestay permit definition is revised to delete any reference to an annual registration requirement. Homestays must still follow the traditional zoning approval process as is applicable to any other use of land, however cannot be required to annual re-register per recent court decisions. Similarly, the reference to zoning approval pursuant to Section 2.6.I is removed, replaced with a statement requiring approval of an initial zoning permit.

Other than the above amendment, Staff propose no other amendments to the specific regulations that govern homestays as provided in Section 3.6.G of the Unified Development Ordinance.

Short-Term Vacation Rentals

A short-term vacation rental is defined as the following:

Short-term vacation rental. A dwelling unit with up to six guest rooms that is used and/or advertised through an online platform, or other media, for transient occupancy for a period of less than 30 days. A short-term vacation rental is considered a non-residential "Lodging" use under this UDO. The owner is not required to be present during the rental stay.

The primary difference between Homestays and Short-Term Vacation Rentals is that in a Homestay, the dwelling continues to be used as an individual's primary residence in addition to being a lodging use, as opposed to a Short-Term Vacation Rental in which the entire structure's use is the lodging use itself. Homestays are permitted in the City's residential zoning districts, whereas Short-Term Vacation Rentals are only permitted in the CBD and BD districts, as well as the PUD district. Much as is the case for homestays, Staff propose the removal of any reference to an annual registration requirement within the definition of a "Short-Term Vacation Rental Permit" as found in Article 8. Further, the reference to Section 2.6.I is also removed here, again replaced with a requirement for an initial zoning permit to establish the use.

Within Section 3.8.II of the Unified Development Ordinance, which provides the specific development standards for Short-Term Vacation Rentals, Staff propose the removal of language within subsection 13.c that refers to the loss of nonconforming status if an annual zoning permit is not renewed, and also proposes the removal of subsection 14 which is quite similar.

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.

Among the primary concerns with regard to drafting an effective Unified Development Ordinance is ensuring that the text, and the enforcement of it, is done in a manner consistent with North Carolina General Statutes. It is this that necessitates the revision of these sections of the Unified Development Ordinance.

2014/2020 CAMA Core Land Use Plan Compliance

The regulation of short-term rentals generally is a rapidly emerging topic within the field of land use planning. To that end, the currently adopted CAMA Land Use Plan for the City does not

mention short-term rentals generally as a topic area, and as such does not provide guidance on any further regulation of the matter. However, Policy 7.8 of the CAMA Land Use Plan states “Southport recognizes that tourism is important and will support activities that promote tourism.” To this end, the proposed text amendment that brings City ordinances more in line with legal doctrine on the matter of short-term vacation rentals and homestays is consistent with this policy.

Additionally, the Future Land Use Map, in its discussion of the various residential future land use categories, explicitly calls out non-residential uses as inappropriate for these areas. Such language further solidifies the maintenance of all existing regulations related to Short-Term Vacation Rentals and Homestays via zoning. Based on the above, Staff finds that the proposal is consistent with the City of Southport CAMA Core Land Use Plan due to the necessity of the removal of annual registration requires due to recent litigation and its maintenance of existing regulations that limit non-residential uses in residential areas.

RECOMMENDATION

City Planning Staff respectfully submit the proposed Zoning Text Amendment as outlined in this report to the Board of Aldermen for their consideration. The proposal is found to be consistent with the Unified Development Ordinance, as well as North Carolina General Statutes, and is necessary to bring the City’s ordinances back into line with its current enforcement paradigm. Because of those consistencies, Planning Staff respectfully recommend approval of the request as presented, with the attached consistency statement provided as well.

Staff presented the Zoning Text Amendment to the Planning and Zoning Board at their July 20, 2023 meeting, at which point the Board voted unanimously to recommend approval of the amendment as presented, with the attached consistency statement.



**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-23-03

Statement of Consistency and Recommendation:

The City of Southport Planning 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 necessity to remain consistent with North Carolina General Statutes and its maintenance of regulations that prohibit non-residential uses in residential areas.

The statement and motion was seconded and passed _____.

Dorothy Dutton, City Clerk
Assistant City Manager

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

**ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE FOR THE CITY
OF SOUTHPORT, NORTH CAROLINA
(ARTICLE 2, ARTICLE 3, and ARTICLE 8) PERTAINING TO SHORT-TERM VACATION
RENTALS AND HOMESTAYS**

THAT WHEREAS, the City has enacted a Unified Development Ordinance and other land use ordinances that control land development within both the City's incorporated areas and within its extraterritorial area; and

WHEREAS, in order to promote the public health, safety, and general welfare and to promote the best interests of the City and Community, it is necessary from time to time for the Planning Board and Board of Aldermen to consider appropriate revisions, modifications, and additions to the City's land use ordinances; and

WHEREAS, the State of North Carolina often makes local judgements that are far-reaching and affect other jurisdictions across the state; and

WHEREAS, the City of Southport wishes to amend its ordinances to comply with appropriate recommendations and State Law; and

WHEREAS, the Planning Board has thoroughly reviewed this matter and found the proposed text amendment to Article 2, Article 3 and Article 8, to be consistent with the City of Southport CAMA Core Land Use Plan and recommends its approval; and

WHEREAS, pursuant to N.C. General Statutes and City ordinances, a properly noticed public hearing, was held on September 14, 2023 where public comment was heard and considered by the Board of Aldermen; and

WHEREAS, the Board of Aldermen, after considering this public response and the recommendation of the Planning Board, hereby finds that this text amendment is consistent with the City's 2015 CAMA Core Land Use Plan originally adopted November 13, 2014 and subsequently amended; and

WHEREAS, the Board of Aldermen further finds that the proposed text amendment is reasonable and in the public interest because it encourages the most appropriate use of land throughout Southport's planning jurisdiction in accordance with State law.

NOW, THEREFORE, BE IT ORDAINED by the City of Southport Board of Aldermen that the proposed zoning text amendments of Article 2, Article 3, and Article 8 as presented is hereby adopted and shall become effective immediately.

Adopted this the 5th day of October 2023.

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

Dorothy Dutton, City Clerk
Assistant City Manag

AMENDMENTS TO ARTICLE 2.6.I, ARTICLE 3.6.G, and ARTICLE 8.

~~2.6.I. ANNUAL ZONING PERMIT FOR HOMESTAYS AND SHORT-TERM VACATION RENTALS~~

~~An annual zoning permit is required for certain land uses, including Homestays and Short-Term Vacation Rentals. The UDO Administrator shall issue homestay and Short-Term Vacation Rental permits in accordance with Article 3: Zoning. These annual zoning permits must be renewed each year before the expiration date and in accordance with the terms of this UDO. The Annual Zoning Permit for Homestays and Short-Term Vacation Rentals is valid from January 1 thru December 31 in the year of issue and must be renewed annually. In addition, the annual zoning permit for a nonconforming Short-Term Vacation Rental located in a residential zoning district must be renewed by the property owner of record prior to the expiration of the existing zoning permit to maintain the nonconforming use. Failure to maintain a valid zoning permit for a nonconforming short-term vacation rental will result in forfeiture of all legal rights and claims to continue that use.~~

3.6.G. HOMESTAY

Where permitted, the following shall apply:

1. No displays of goods, products, services, or other advertising shall be visible outside the dwelling.
2. The homestay operation shall be managed and carried on by a person who:
 - a. Is a full-time resident of the property; and
 - b. Is present during the homestay term for the entire time lodgers are staying at the property. To be a “full-time resident,” the person must reside on the property on a permanent basis, and it must be the person’s primary home. For the purposes of this section, a person can only have one primary, full-time residence. To be “present during the homestay term,” the full-time resident shall be at the property overnight and not away on vacation, visiting friends or family, traveling out of town for business or personal reasons, etc., during the homestay term. However, the full-time resident may be temporarily absent from the property for purposes related to normal residential activities such as shopping, working, attending class, etc. A minimum of two documents establishing proof of residency shall be supplied from an approved list of documents.
3. No activities other than lodging shall be provided. Special events, including weddings, receptions, and other large gatherings, are expressly prohibited.
4. No additional off-street parking is required for a homestay.
5. Only one homestay permit shall be permitted per property.
6. Homestay permits shall be limited to two guest rooms at a time.
7. No signage shall be allowed for homestays.
8. The length of stay of guests shall not exceed 30 days.
9. Exterior lighting shall be residential in nature and shall comply with the lighting requirements of the UDO.
10. The homestay owner or operator shall maintain a minimum of \$500,000 general liability insurance on the property, which covers the homestay use and homestay guests.
11. The homestay owner or operator must pay any applicable taxes, including occupancy and sales taxes, to the appropriate governmental entities.
12. The homestay owner or operator shall not prepare food for guests or provide pre-packaged or unpacked food items or beverages for guests.
13. The homestay area of the dwelling shall comply with all current and applicable building codes.
14. Accessory Dwellings with a Special Use Permit are not eligible for homestay use.

- ~~15. A homestay zoning permit is required pursuant to 2.6 (I). It shall be a violation of the City's Unified Development Ordinance to operate a homestay without having secured a valid homestay zoning permit. A zoning permit shall be required prior to the establishment of any homestay use.~~

3.8.II. SHORT-TERM VACATION RENTALS

Where permitted, the following shall apply:

1. No displays of goods, products, services, or other advertising shall be visible outside the dwelling.
2. No activities other than lodging shall be provided. Special events, including weddings, receptions, and other large gatherings, are expressly prohibited.
3. Off-street parking requirements shall be consistent with residential use requirements in 3.14 D.
4. No signage shall be allowed for short-term vacation rentals.
5. The length of stay of guests shall be less than 30 days.
6. Exterior lighting shall be residential in nature and shall comply with the lighting requirements in the UDO.
7. Rental rules, including the maximum number of guests per stay, prohibition of any large gatherings, trash disposal procedures and sanitation schedules, noise ordinance hours, where guests are to park, and emergency contact information must be posted in a common area of the unit.
8. All Short-Term Vacation Rentals operating within this planning jurisdiction shall have a designated responsible party who is available twenty-four hours a day during all times that the property is rented or used on a transient basis. The name, telephone number, and email address of the designee shall be conspicuously posted within the short-term rental unit. The designee shall reside within (20) miles of the short-term rental property and be available to respond to complaints within forty-five (45) minutes of their receipt.
9. The short-term vacation rental owner or operator shall maintain a minimum of \$1,000,000 of general liability insurance on the property, covering short-term vacation rental use and guests.
10. The short-term vacation rental owner or operator must pay any applicable taxes, including occupancy and sales taxes, to appropriate governmental entities.
11. The short-term vacation rental shall comply with all current and applicable building codes.
- ~~12. A short-term vacation rental zoning permit is required pursuant to 2.6 (I). It shall be a violation of the City's Unified Development Ordinance to operate a short-term vacation rental without having secured a valid short-term vacation rental zoning permit. A zoning permit shall be required prior to the establishment of any Short-Term Vacation Rental use.~~
13. Short-term vacation rentals in residential zoning districts (R-10, R-20, MF) shall be considered nonconforming and only permitted with the following standards and restrictions:
 - a. A short-term vacation rental in residential zoning districts must have been in operation as a short-term vacation rental prior to the date of the adoption of the standards and regulations herein. For purposes of this ordinance, in order to have been in operation prior to the adoption hereof, the short-term vacation rental must have received verifiable bookings prior to the date of adoption of this ordinance. No new short-term vacation rentals may be established and/or permitted in residential zoning districts (R-10, R-20, MF) after the adoption of the standards and regulations herein.
 - b. To establish the legal nonconforming status, pre-existing short-term vacation

rentals in residential zoning districts (R-10, R-20, MF) must apply for a short-term vacation rental permit within 60 days of the adoption of the standards and regulations herein.

- c. Legal nonconforming short-term vacation rentals in residential zoning districts may continue in operation until such time that the use is discontinued for a period greater than 180

consecutive days, provided, however, that rental of the dwelling unit for periods of longer than thirty (30) days shall not be deemed a discontinuance during said rental period for the purpose of this section. ~~In addition, the short-term vacation rental annual permit will be required for all nonconforming short-term vacation rentals. Failure to renew said permit before its expiration will also constitute a conclusory presumption that the lawful nonconformity has ceased for more than 180 consecutive days, which will result in the voluntary forfeiture of all rights and claims to operate a nonconforming short-term vacation rental at the address noted on the permit under this provision.~~

- ~~14. The short-term vacation rental annual zoning permit for legal nonconforming uses shall terminate upon discontinuance of use for a period of one hundred eighty (180) days or more or a failure to renew the annual zoning permit.~~
15. Any short-term vacation rental for which there are three (3) final determinations of violations of City Code and/or criminal convictions related to the property (on, adjacent to, or within the property) by a property owner, tenant, guest, host, lessee, or individual otherwise related directly to the property within any rolling three hundred sixty-five (365) day period, shall constitute a violation of the supplemental standards of the permitted use and shall terminate the short-term vacation rental zoning permit. For any short-term vacation rental zoning permit that is terminated due to code/criminal violations, a property owner shall be ineligible for permitting for a period of three (3) years.
16. The rights and claims to operate a legal nonconforming short-term vacation rental are forfeited after three (3) final determinations of violations of the City Code and/or criminal convictions related to the property (on, adjacent to, or within the property) by a property owner, tenant, guest, host, lessee, or individual otherwise related directly to the property within any rolling three hundred sixty-five (365) day period.

Article 8 – Definitions

Homestay. A private, resident-occupied dwelling unit, with up to two guest rooms where overnight lodging accommodations are provided to transients for compensation and where the use is subordinate and

incidental to the primary residential use of the building. A homestay is considered an accessory "Lodging" use under this UDO. The permanent resident is present during the rental stay.

Homestay and short-term vacation rental property owner. The person, persons, or entity whose name appears on the recorded deed of the property or unit being used as a homestay or short-term vacation rental.

Homestay permit. The required zoning permit to allow the rental of up to two (2) guest rooms within a home as a homestay rental. The City of Southport issues the homestay permit to the applicant after successfully completing the homestay permit application requirements. ~~Generally, the permit is valid from January 1 thru December 31 in the year of issue and must be renewed annually.~~

Short-term vacation rental. A dwelling unit with up to six guest rooms that is used and/or advertised through an online platform, or other media, for transient occupancy for a period of less than 30 days. A short-term vacation rental is considered a non-residential "Lodging" use under this UDO. The owner is not required to be present during the rental stay.

Short-term vacation rental operator/manager. Any agency or individual other than the property owner that is operating or managing a short-term vacation rental.

Short-term vacation rental permit. The required zoning permit to rent a dwelling unit or guest rooms within a dwelling unit as a short-term vacation rental. The City of Southport issues the short-term vacation rental permit to the property owner after the successful completion of the short-term vacation rental application requirements. ~~Generally, the permit is valid from January 1 thru December 31 in the year of issue and must be renewed annually.~~ See additional standards and regulations that apply to different zoning districts.



BOARD OF ALDERMEN AGENDA ITEM SUMMARY

DATE: September 25, 2023

DEPARTMENT: Board of Aldermen

PRESENTED BY: Alderman Rich Alt

ITEM SPONSORED BY: Alderman Rich Alt

ITEM/TOPIC: Forensic Audit Requests

COST: \$10,350

BUDGET LINE ITEM: 10-00-4110-4400 –
Contract Services

JUSTIFICATION: Alderman Alt is requesting a Forensic Audit to be performed on three projects: Southport Sewer Project (\$4,800), Bay Street Paving (\$1,850) and Taylor Field (\$3,700). The prices in parentheses were given to me by our Auditor Jay Sharpe.

IMPACT IF NOT APPROVED: Not applicable.

DEPARTMENT HEAD COMMENTS: Not applicable

CITY MANAGER COMMENTS: Not applicable

ATTACHMENTS: None

REQUESTED ACTION: Discussion on this item.

PROPOSED MOTION: Motion to proceed with the Forensic Audits of the following projects:



BOARD OF ALDERMEN AGENDA ITEM SUMMARY

DATE: October 5, 2023

DEPARTMENT: Board of Aldermen

PRESENTED BY: Alderman Rich Alt

ITEM SPONSORED BY: Alderman Alt

ITEM/TOPIC: Creek Study Committee

COST: N/A

BUDGET LINE ITEM: N/A

JUSTIFICATION: Alderman Alt has requested this item be placed on your agenda for discussion. He would like to have a workgroup formed of City staff, County Public Health officials, and State water quality experts to look at what public health warnings should be implemented based on creek readings at Cottage, Bonnett's and Price's Creek and give monthly updates to the Board of Aldermen.

IMPACT IF NOT APPROVED: Creek readings in some areas will continue to be high.

DEPARTMENT HEAD COMMENTS: Not applicable

CITY MANAGER COMMENTS: Not applicable

ATTACHMENTS: None

REQUESTED ACTION: Request the City Manager to form a Workgroup of City, County and State staff to look at what public health warnings should be implemented based on creek readings at Cottage, Bonnett's and Price's Creek and give monthly updates to the Board of Aldermen.

PROPOSED MOTION: Motion to have the City Manager form a Workgroup of City, County and State staff to look at what public health warnings should be implemented based on creek readings at Cottage, Bonnett's and Price's Creek and give monthly updates to the Board of Aldermen.



BOARD OF ALDERMEN AGENDA ITEM SUMMARY

DATE: October 5, 2023

DEPARTMENT: Board of Aldermen

PRESENTED BY: Alderman Rich Alt

ITEM SPONSORED BY: Alderman Rich Alt

ITEM/TOPIC: Workforce Housing Initiatives – Economic Incentives

COST: N/A

BUDGET LINE ITEM: N/A

JUSTIFICATION: Alderman Alt is requesting a discussion on having the City Manager form a workgroup of City staff, Brunswick County Habitat for Humanity and other nonprofits to provide options to the Board of Aldermen about what incentives, both economic and non-economic the City might consider adopting to advance workforce housing initiatives.

IMPACT IF NOT APPROVED: Not applicable

DEPARTMENT HEAD COMMENTS: Not applicable

CITY MANAGER COMMENTS: Not applicable

ATTACHMENTS: None

REQUESTED ACTION: Discussion on this item.

PROPOSED MOTION: Motion to have the City Manager form a workgroup of City staff, Brunswick County Habitat for Humanity and other nonprofits to provide options to the Board of Aldermen about what incentives, both economic and non-economic, the City might consider adopting to advance workforce housing initiatives.

DATE: October 3, 2023

DEPARTMENT: Board of Aldermen

PRESENTED BY: Alderman Lowe Davis

ITEM SPONSORED BY: Alderman Lowe Davis

ITEM/TOPIC: Political Signs and the UDO

COST: N/A

BUDGET LINE ITEM: N/A

JUSTIFICATION: Alderman Davis is requesting the addition of this agenda item to the October 5, 2023 meeting. She feels that there are court cases that show that our UDO as presently written about political signs makes the UDO section not legal. Attorney Brady will be at your meeting virtually, but I will not know when he is available to discuss the item because he is on vacation. He knows he can be there around 2 pm or after. Attorney Brady and his partner feel that the Reed vs Town of Gilbert says government cannot regulate the content of signs but can regulate where signs are located and our UDO section on Political Signs is legal. Alderman Davis now feels that the case of City of LaDue et al v Margaret P Gilleo is more relevant to the placement of signs. Attorney Brady will be able to give you his opinion on both cases.

Alderman Davis also wants to know whether the Board can tell the staff not to enforce parts of the UDO on Political Signs if it is illegal. Again, Attorney Herman will address this topic.

IMPACT IF NOT APPROVED: UDO wording stays the same.

DEPARTMENT HEAD COMMENTS: Not applicable

CITY MANAGER COMMENTS: Not applicable

ATTACHMENTS: City of LaDue et al v Margaret P Gilleo overview

REQUESTED ACTION: Discussion on this item.

PROPOSED MOTION: Motion to (Alderman Davis will discuss this)

The U.S. Supreme Court has ruled that the display of political and other types of signs on residential property is a unique, important, and protected means of communication and towns cannot restrict the display of such signs. The decision has not been overturned. In a 1994 case, the Court upheld lower court rulings declaring an ordinance that bans residential signs an unconstitutional restriction on the freedom of speech (*City of Ladue, et al. v. Margaret P. Gilleo*, 114 S.Ct. 2038). The Ladue, Missouri ordinance banned all residential signs (with some exceptions) to minimize visual clutter in the town. A resident sued, alleging that the ordinance violated her right to free speech by prohibiting her from displaying a sign stating “For Peace in the Gulf” from her home. The District Court found the ordinance unconstitutional, and the Court of Appeals affirmed. The Supreme Court agreed, finding that the town's interest in regulating signs does not outweigh its residents' right to free speech.

The Court's decision holds that signs are an important medium of political, religious, or personal messages for which there are no exact alternatives. Handbills or newspaper advertisements are poor substitutes since a residential sign readily identifies the “speaker.” Yard signs are unusually inexpensive and convenient. They are a particularly effective way to reach one's neighbors. **Moreover, the Court recognized the special place that individual liberty in the home holds in our culture and our law. While signs are subject to municipalities' police powers, the Court warned that they affect communication and towns cannot be overbroad in their restrictions on free speech.**

FACTS OF THE CASE

The small town of Ladue, Missouri enacted an ordinance that banned all signs except those falling within 10 exemptions such as “For Sale” or “For Rent” signs; those for churches, religious institutions, and schools; commercial signs in commercially zoned districts; and signs that identify safety hazards. For the most part, residential signs were prohibited. Respondent Margaret P. Gilleo had placed a sign on her property that read “Say No to War in the Persian Gulf, Call Congress Now” and police informed her it was prohibited. Ms. Gilleo filed an action against the city and its officials, alleging that the sign ordinance violated her First Amendment right of free speech. The District Court issued a preliminary injunction against enforcement of the ordinance. The town enacted a revised ordinance with a general ban against signs, broadly defined. The new ordinance included a declaration of the town's intent to eliminate the proliferation of signs that create visual clutter, impair property values, and cause safety and traffic hazards, among other things.

In subsequent court action, the District Court decided the new ordinance was unconstitutional and the Court of Appeals affirmed. Acknowledging that the town's interests in enacting its ordinance are substantial, the Court of Appeals concluded that those interests were not sufficiently “compelling” to support a content-based restriction.

HOLDING

The U.S. Supreme Court unanimously agreed with the lower courts' decisions. In Justice Stevens' opinion, it ruled that such an ordinance violates Ladue residents' right to free speech.

REASONING OF THE COURT

In his decision, Justice Stevens acknowledged that towns have the right to regulate signs, but warned that such a measure inevitably affects communication itself. Signs pose problems that legitimately call for regulation, but a town runs the risk of restricting only certain speech and can then be challenged because its exemptions discriminate on the basis of the signs' messages. Or it can prohibit too much protected speech. The Court, in this case, assumed that the Ladue ordinance did not discriminate on the basis of content or viewpoint discrimination. It did hold that the ordinance almost completely foreclosed an important and distinctive medium of expression to political, religious, or personal messages. The Court rejected the town's justification that the ordinance was a necessary restriction on the “time, place, or manner” of displaying signs.

Justice Stevens highlights the importance of signs and the inadequacy of substitutes like handbills or newspaper advertisements. A resident who displays a sign at his own home conveys a distinct message. A residential sign readily identifies the “speaker” in a way that is different from the same sign displayed someplace else and becomes an important component of the attempt to persuade. In criticism of this particular ordinance, **the Court says:**

Ladue has almost completely foreclosed a venerable means of communication that is both unique and important. It has totally foreclosed that medium to political, religious, or personal messages. Signs that react to a local happening or express a view on a controversial issue both reflect and animate change in the life of a community. Often placed on lawns or in windows, residential signs play an important part in political campaigns, during with **they are displayed to signal the resident's support for particular candidates**, parties, or causes. They may not afford the same opportunities for conveying complex ideas as do other media, but residential signs have long been an important and distinct medium of expression (at 2045).

The ruling goes on to point out that such signs are cheap and convenient. And they are a particularly effective way to convey a message to one's neighbors. While the town still has ways to address the problems associated with residential signs, residents themselves have strong incentive to prevent the “visual clutter” and proliferation that Ladue's ordinance attempted to relieve, making it less necessary.

The decision also recalls the respect that our culture and laws hold for individual liberty in the home. The principle carries a special resonance when government tries to constrain a person's ability to speak there. **In the final analysis, the Court found that none of the town's interests or concerns over residential signs warrants such an abridgement of its citizens' First Amendment rights.**