



**CITY OF SOUTHPORT
BOARD OF ALDERMEN
REGULAR MEETING AGENDA**
223 E. BAY STREET
October 12, 2023
6:00 PM

Agenda

Please turn off all cell phones

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

If you are not able to attend the Board of Aldermen meetings in person, the meeting will be available for you to watch via live-stream on the City of Southport website (<https://cityofsouthport.com/board-of-aldermen-meetings/>), Facebook page, and YouTube channel.

ETHICS STATEMENT:

"If any members know of any conflict of interest or the appearance of a conflict of interest concerning matters on the agenda, please so state at this time."

- A. Call to Order**
- B. Invocation**
- C. Pledge of Allegiance**
- D. Public Comment**
- E. Approval of Agenda**
- F. Approval of the Consent Agenda**
 - 1. Budget Amendment #2 Police DHS Grant
 - 2. Budget Amendment #3 Police Body and Vehicle Cameras
 - 3. Budget Amendment #4 Fire State Appropriations
 - 4. Budget Amendment #5 Police Vehicle Repair
- G. Special Recognition**
 - 1. Proclamation for Kate Marshall
 - 2. Proclamation for Allayna Dail
 - 3. Proclamation Emergency Nurses Week
 - 4. Proclamation Breast Cancer Awareness Month
 - 5. Proclamation Fire Prevention Week

6. Proclamation National Friends of Libraries Week

H. Agenda

1. Electric Rate Study Discussion (Mark Beauchamp, E. Pittenger)
2. NCEMPA-Amended and Restated Full Requirements Power Sales Agreement (B. Therrien)
3. System Development Fees Presentation (Daryll Parker, Willdan Financial Services and Withers Ravenel, T. Zilinek)
4. Water Merger Feasibility Presentation (Gary Hartong, President)
5. Amendments to the Parks and Recreation Ordinance (H. Hemphill, Chief Coring, Major Burke)
6. Minimum Housing Ordinance (D. Dutton)
7. Lead Pipe Inspections (T. Zilinek)
8. WK Dickson Stormwater Mapping and System Evaluation Contract Award (Tom Zilinek)
9. Comprehensive Plan Consultant Selection (M. Meehan, D. Dutton, B. Therrien)
10. Selection of Consultant for Parking Study (D. Dutton)
11. NCDPS State and Local Cybersecurity Grant Program MOA (D. Dutton)

I. Committee Reports

1. Planning Board Minutes September 21, 2023
2. Southport Beautification Committee
3. Historic Preservation Commission
4. NCEMPA Commissioner Paul Fisher

J. Manager's Report

K. Mayor's Comments

L. Board Comments

M. Staff Reports

1. Parks and Recreation
2. Public Services
3. Community Relations Report
4. Police Department
5. Code Enforcement (Alliance)
6. Tax Reports
7. Animal Protective Services
8. Finance Department
9. Fire Department

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

O. Adjourn



BOARD OF ALDERMEN AGENDA ITEM SUMMARY

DATE: October 12, 2023

DEPARTMENT: Police and Fire Departments

PRESENTED BY: Lance Flint, Finance Director

ITEM SPONSORED BY: Police and Fire Departments

ITEM/TOPIC: Budget Amendments to Add New Sources of Revenue and Investments

COST: None – Break even

BUDGET LINE ITEM: See Budget Amendments

JUSTIFICATION: The City's Police and Fire Departments have been awarded grants to purchase equipment that is not in the City's adopted budget. Amendments to the adopted budget are necessary to accept these grant funds and to spend them in compliance with the award. The Police Department has received two grant awards: \$45,000 from the Homeland Security Grant Program to purchase a mobile camera unit, and a \$201,720 directed grant from the North Carolina General Assembly in the 2023-24 State budget for equipment, which will be used to purchase body-worn and in-vehicle camera systems. The Fire Department has received a \$90,505 directed grant from the North Carolina General Assembly in the 2023-24 State budget to purchase extrication and technical rescue equipment. In addition, the Police Department has received \$7,943.56 from the City's automobile insurance policy to repair two leased vehicles that were involved in separate incidents.

IMPACT IF NOT APPROVED: The City would forgo the acquisition of vital equipment for the Police and Fire Departments, and incur General Fund costs for the required repairs to leased vehicles.

DEPARTMENT HEAD COMMENTS: The Finance Department wants to make sure these budget amendments are done in order for us to receive and expend these grant funds.

CITY MANAGER COMMENTS: I concur with the Finance Director so that we can utilize these funds as soon as possible as both Departments have been waiting to replace these pieces of equipment for some time.

ATTACHMENTS: Budget Amendments 2-5

REQUESTED ACTION: Approve on Consent Agenda.

PROPOSED MOTION: Motion to approve budget amendments 2-5 for the purchase of needed equipment for Police and Fire using grant funds and insurance policy reimbursements.



**Budget Amendment
Fiscal Year 2023-2024
Budget Amendment 2**

WHEREAS the City of Southport's Police Department applied for and was awarded a grant in the amount of \$45,000 from the Homeland Security Grant Program through the North Carolina Department of Public Safety for the purchase of a mobile camera unit,

And;

WHEREAS, the City needs to accept this grant and include the funds as a new and incremental source of revenue

.And;

WHEREAS, the mobile camera unit will enhance the City's ability to protect its residents and visitors

.And;

WHEREAS the budget ordinance for fiscal year 2023-2024 must be amended to reflect the availability and use of these funds;

And;

WHEREAS the Funds are available from the Homeland Security Grant Program;

NOW THEREFORE BE IT ORDAINED, by the Board of Aldermen of the City of Southport, North Carolina that the annual budget ordinance for fiscal year 2023-2024 shall be amended as follows:

Revenue	Increase
Police Department Miscellaneous Grants	\$45,000
10-10-3443-0300	

Expenditures	
Police Department Capital Outlay	\$45,000
10-10-4310-5500	

Adopted by the Southport Board of Aldermen in regular session, October 12, 2023.

Joseph P Hatem, Mayor

Tanya Shannon, City Clerk



**Budget Amendment
Fiscal Year 2023-2024
Budget Amendment 3**

WHEREAS the General Assembly of North Carolina, in the State's 2023-2024 Budget, provided to the City of Southport's Police Department a directed grant in the amount of \$201,720 for equipment;

And;

WHEREAS, the City will use this funding to purchase body-worn and in-vehicle camera systems;

And;

WHEREAS, the City must accept this grant and include the funds as a new and incremental source of revenue

.And;

WHEREAS the budget ordinance for fiscal year 2023-2024 must be amended to reflect the availability and use of these funds;

And;

WHEREAS the Funds are available from the State of North Carolina;

NOW THEREFORE BE IT ORDAINED, by the Board of Aldermen of the City of Southport, North Carolina that the annual budget ordinance for fiscal year 2023-2024 shall be amended as follows:

Revenue	Increase
Police Department Miscellaneous Grants	\$201,720
10-10-3443-0300	

Expenditures	
Police Department Capital Outlay-Equipment	\$201,720
10-10-4310-5500	

Adopted by the Southport Board of Aldermen in regular session, October 12, 2023.

Joseph P Hatem, Mayor

Tanya Shannon, City Clerk



**Budget Amendment
Fiscal Year 2023-2024
Budget Amendment 4**

WHEREAS the General Assembly of North Carolina, in the State's 2023-2024 Budget, provided to the City of Southport's Fire Department a directed grant in the amount of \$90,505 for the purchase of extrication and technical rescue equipment;

And;

WHEREAS, the City will use this funding to purchase extrication and technical rescue equipment;

And:

WHEREAS, the City must accept this grant and include the funds as a new and incremental source of revenue

.And;

WHEREAS the budget ordinance for fiscal year 2023-2024 must be amended to reflect the availability and use of these funds;

And;

WHEREAS the Funds are available from the State of North Carolina;

NOW THEREFORE BE IT ORDAINED, by the Board of Aldermen of the City of Southport, North Carolina that the annual budget ordinance for fiscal year 2023-2024 shall be amended as follows:

Revenue	Increase
Fire Department Miscellaneous Grants	\$90,505
10-11-3434-0300	

Expenditures	
Fire Department Capital Outlay-Equipment	\$90,505
10-11-4340-5500	

Adopted by the Southport Board of Aldermen in regular session, October 12, 2023.

Joseph P Hatem, Mayor

Tanya Shannon, City Clerk



**Budget Amendment
Fiscal Year 2023-2024
Budget Amendment 5**

WHEREAS two vehicles leased and operated by the City of Southport's Police Department sustained damage in separate accidents;

And;

WHEREAS, the City has received reimbursement from its insurance company for the cost of the repairs;

.And;

WHEREAS, City is responsible making the repairs to the damaged leased vehicles

.And;

WHEREAS the budget ordinance for fiscal year 2023-2024 must be amended to reflect the availability and use of the insurance funds;

And;

WHEREAS the Funds are available from the General Fund;

NOW THEREFORE BE IT ORDAINED, by the Board of Aldermen of the City of Southport, North Carolina that the annual budget ordinance for fiscal year 2023-2024 shall be amended as follows:

Revenue	Increase
Police Department Miscellaneous Funds	\$7,943.56
10-10-3437-0600	

Expenditures	
Police Department Vehicle Repair/Maintenance	\$7,943.56
10-10-4310-3501	

Adopted by the Southport Board of Aldermen in regular session, October 12, 2023.

Joseph P Hatem, Mayor

Tanya Shannon, City Clerk



BOARD OF ALDERMEN AGENDA ITEM SUMMARY

DATE: September 25, 2023

DEPARTMENT: Public Services/Electric

PRESENTED BY: Mark Beauchamp, VFS and Rick Van Der Maas, Electric Cities

ITEM SPONSORED BY: Public Services/Electric

ITEM/TOPIC: Results of Cost to Serve Electric Presentation

COST: \$27,000

BUDGET LINE ITEM: Electric Fund Balance

JUSTIFICATION: On August 4th, you had a presentation from Mark Beauchamp, Utility Financial Solutions President on his draft study of our Electric Rates. He wanted to receive input from you as to what direction you wanted to go with the Electric Rates. He has incorporated your direction into his report, and he is now ready to present the final report to you. Rich Van Der Maas, from Electric Cities will also be at your meeting.

IMPACT IF NOT APPROVED: Not applicable.

DEPARTMENT HEAD COMMENTS: Not applicable

CITY MANAGER COMMENTS: Not applicable

ATTACHMENTS: Final Report

REQUESTED ACTION: Discussion and Questions with Mr. Beauchamp

PROPOSED MOTION: Motion to accept the final report from Utility Financial Solutions and take into consideration their recommendations for final electric rates for the residents and businesses of Southport.

City of Southport, NC
Rate Design

8/17/2023

Utility Financial Solutions, LLC
185 Sun Meadow Court
Holland, MI 49424
608 230 5849

Email: mjohnson@utilityfinancialsolutions.com

Submitted Respectfully by:
Mike Johnson
Manager, Utility Financial Solutions



City of Southport, NC
Rate Design
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Projected Large Commercial Demand (100kW-300kW) Rates	6

City of Southport, NC
Rate Design
Rate Design Summary

Customer Class	Projected		
	Projected Revenues Under Current Rates	Revenues Under Proposed Rates Year 1	Projected Percentage Change Year 1
SPRE0 SR0 SC0	\$ 3,691,540	\$ 3,691,540	0.00%
SPRE1 SR1 SC1	338,898	341,403	0.74%
SPRE2 SR2 SC2	310,733	315,764	1.62%
SPRE3 SR3 SC3	599,493	615,584	2.68%
SPRE4 SR4 SC4	74,709	77,698	4.00%
Base charge Residential	728,916	728,916	0.00%
Base charge Commercial	164,628	164,628	0.00%
Base charge Prepay	24,648	24,648	0.00%
Lighting	158,598	158,598	0.00%
Commercial Demand (30kW-100kW)	721,752	709,536	-1.69%
Large Commercial Demand (100kW-300kW)	850,771	836,371	-1.69%
Totals	\$ 7,664,685	\$ 7,664,685	0.00%

City of Southport, NC

Rate Design

Projected Residential/Commercial, Base and Lighting Rates

			Current	Proposed	Change
SPRE0	SR0	SC0	\$0.125	\$ 0.1250	0.00%
SPRE1	SR1	SC1	\$0.115	\$ 0.1159	0.74%
SPRE2	SR2	SC2	\$0.105	\$ 0.1067	1.62%
SPRE3	SR3	SC3	\$0.095	\$ 0.0976	2.68%
SPRE4	SR4	SC4	\$0.085	\$ 0.0884	4.00%

	Current	Proposed	Change
Base charge Residential	\$23.00	\$23.00	0.00%
Base charge Commercial	\$25.50	\$25.50	0.00%
Base charge Prepay	\$26.00	\$26.00	0.00%

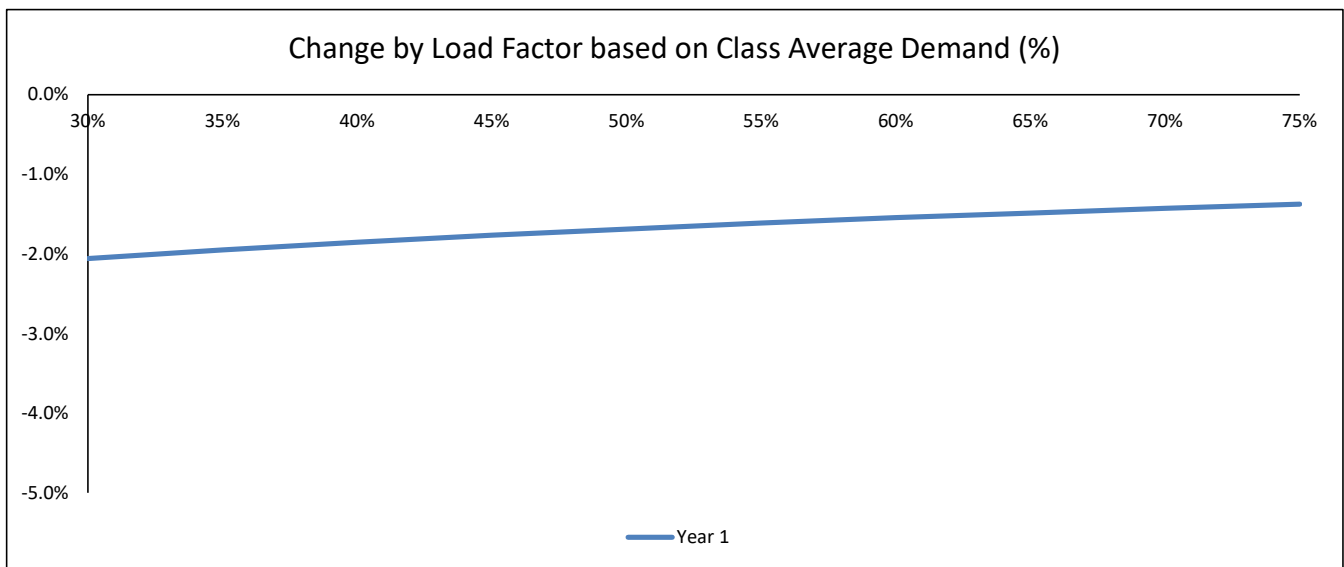
Lighting		Current	Proposed	Change
S01	100 W	\$11.75	\$11.75	0.00%
S05	150 W	\$14.21	\$14.21	0.00%
S04	250 W	\$24.10	\$24.10	0.00%
S02	400 W	\$32.41	\$32.41	0.00%
S03	1000 W	\$45.20	\$45.20	0.00%

City of Southport, NC

Rate Design

Projected Commercial Demand (30kW-100kW) Rates

Rates	Current	Year 1
Monthly Facilities Charge:		
All Customers	\$ 75.00	\$ 100.00
Energy Charge:		
All Energy	\$ 0.05510	\$ 0.05510
Demand Charge:		
CP Demand	\$ 32.72	\$ 30.87
Excess Demand	\$ 2.50	\$ 2.50
Revenue from Rate	\$ 721,752	\$ 709,536
Change from Previous		-1.7%

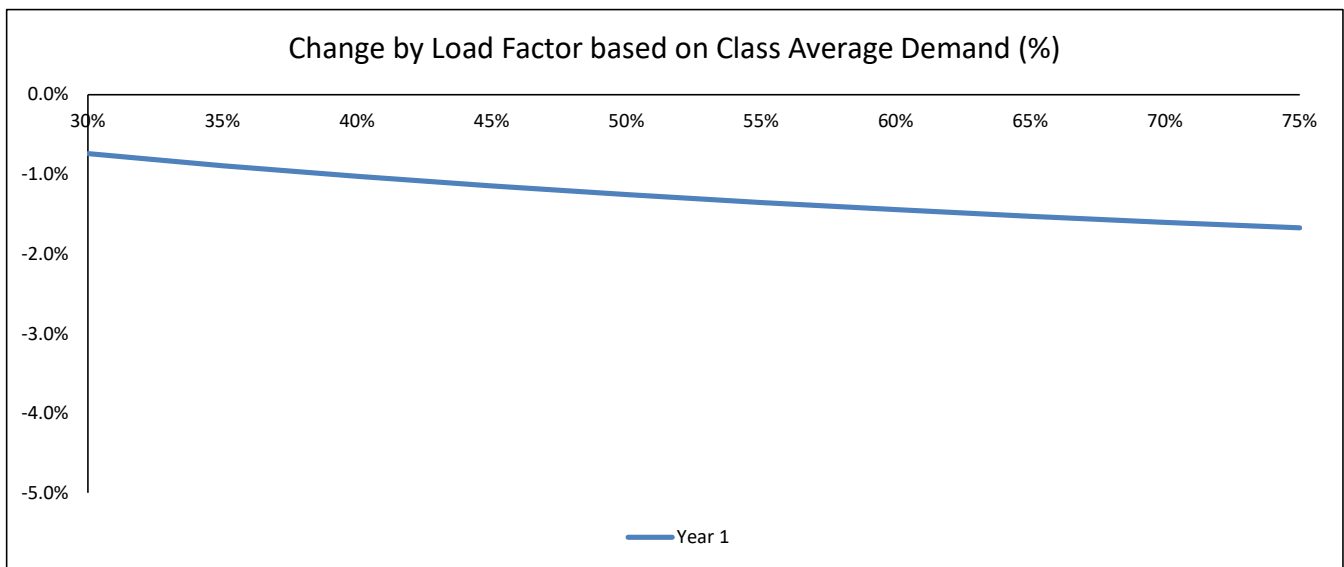


City of Southport, NC

Rate Design

Projected Large Commercial Demand (100kW-300kW) Rates

Rates	Current	Year 1
Monthly Facilities Charge:		
All Customers	\$ 75.00	\$ 150.00
Energy Charge:		
All Energy	\$ 0.05780	\$ 0.05584
Demand Charge:		
CP Demand	\$ 26.00	\$ 26.00
Excess Demand	\$ 4.00	\$ 4.00
Revenue from Rate	\$ 850,771	\$ 836,371
Change from Previous		-1.7%



DATE: October 2, 2023 **DEPARTMENT:** Administration and Electric Division

PRESENTED BY: Bonnie Therrien, City Manager

ITEM SPONSORED BY: Administration and Electric Division

ITEM/TOPIC: Amended and Restated Full Requirements Power Sales Agreement

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

JUSTIFICATION: We recently received an email from the law firm of Poyner Spruill of Rocky Mount, NC that NC Eastern Municipal Power Agency and Duke Energy Progress entered into and executed the Tenth Amended and Restated Full Requirements Power Purchase Agreement on June 27, 2003. Changes were made to the last agreement to include defined terms so it is felt that all member municipalities must vote unanimously to agree to the changes. You can view all of the documents with an explanation at :

<https://poynerspruill.sharefile.com/d-s86a59d99137c4a67be7852ffb102f>.

IMPACT IF NOT APPROVED: The City will not move forward with any changes in the Tenth Amended Power Purchase Agreement.

DEPARTMENT HEAD COMMENTS: N/A

CITY MANAGER COMMENTS:

ATTACHMENTS: 1) Proposed Ordinance

2) Backup Information and a “Cheat Sheet” of what changes are being made to the document.

REQUESTED ACTION: Vote on approving the attached Ordinance in full to allow for the approval of the Tenth Amendment and Reinstated Full Requirements Power Purchase Agreement between the NC Eastern Municipal Power Agency and Duke Energy Progress.

PROPOSED MOTION: Motion to approve the attached Ordinance and have the Mayor of Southport sign the Tenth Amendment and Reinstated Full Requirements Power Purchase Agreement between the NC Eastern Municipal Power Agency and Duke Energy Progress.

CLERK'S CERTIFICATE

I, Dorothy Dutton, Clerk of the City of Southport, North Carolina, (the "Municipality"),
DO HEREBY CERTIFY as follows:

1. To the date of this Certificate, the Board of Aldermen of the Municipality ("the Governing Body") has adopted no ordinance, resolution or rule regulating the procedure to be followed or observed by the Governing Body in the adoption of ordinances or resolutions which is not included in the Municipality's Charter, as amended to date.

2. As of the date of this Certificate and the date of introduction and adoption of the Ordinance hereinafter described, the Governing Body of the Municipality consisted of 6 members and the Mayor, all of whom have been duly elected and qualified.

3. Joseph P. Hatem was the duly elected and qualified Mayor of the Municipality at the time of the introduction and adoption of the Ordinance hereinafter described and at the time of the execution of the documents hereinafter described by the Municipality.

4. The undersigned Clerk has been duly appointed by the Board of Aldermen as Clerk of the Municipality to hold office at the pleasure of the Governing Body, and the appointment as Clerk predated the introduction and adoption of the Ordinance hereinafter described and remains in full force and effect.

5. The seal, an impression of which appears below, is the corporate seal adopted by the Municipality.

6. The undersigned, as Clerk, is charged with the duty of keeping custody of the minutes and official records of the proceedings of the Governing Body.

7. At a regular meeting of the Governing Body conducted on the ____ day of _____, 2023, the ordinance entitled "AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF SOUTHPORT, NORTH CAROLINA, DETERMINING

THAT IT IS IN THE BEST INTERESTS OF THE CITY OF SOUTHPORT TO APPROVE AND AUTHORIZE THE EXECUTION AND DELIVERY OF THE AMENDED AND RESTATED FULL REQUIREMENTS POWER SALES AGREEMENT BETWEEN THE CITY OF SOUTHPORT AND NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY," a full, true and complete copy of which is attached hereto and made a part of this Certificate (the "Ordinance"), was introduced and, after consideration by the Governing Body, was duly adopted by the Governing Body by a vote of _____ yeas and _____ nays. The Ordinance was thereafter duly recorded in the ordinance book of the Municipality and the municipal journal, if any. A copy of the minutes of said meeting is attached hereto.

8. The meeting referred to in this Certificate was a duly called and held regular meeting of the Governing Body, open to the public, and a quorum of the Governing Body was present and acting throughout; the copy of the minutes attached hereto has been compared by the undersigned with the original thereof that is on file and of record in the office of the undersigned and it is a full, true and complete copy of said original; the copy of the Ordinance attached hereto has been compared by the undersigned with the original thereof that is on file in the ordinance book (and municipal journal, if any) and it is a full, true and complete copy of said original. The Ordinance has not been amended, modified, superseded or repealed and is in full force and effect as of the date hereof.

9. The Amended and Restated Full Requirements Power Sales Agreement Amendment (the "Amended and Restated FRPSA") referred to in the Ordinance has been filed in the Clerk's office with the minutes of the proceedings at which the Ordinance was adopted.

10. Each execution copy of the Amended and Restated FRPSA furnished to North Carolina Eastern Municipal Power Agency by the undersigned has been duly executed by the

Mayor of the Municipality and attested by the undersigned as Clerk of the Municipality, all pursuant to authority granted by the Ordinance.

11. Since June 11, 2015, the Governing Body of the Municipality has not amended, revised or altered the Charter of the Municipality pursuant to legislative action, Section §160A-101 et seq. of the North Carolina General Statutes, or in any other manner whatsoever, except as such may have been amended, revised or altered by the document(s), if any, attached hereto; a copy of such document(s) was compared by me with the original(s) thereof on file and of record in the offices of the undersigned and it is a full, true and complete copy of said original(s); and such document(s) has not been amended, modified, superseded or repealed (except as reflected in the documents attached hereto) and is/are in full force and effect as of the date of this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the City of Southport, this the _____ day of _____, 2023.

Clerk

(Impress Seal Here)

Attachments:

Ordinance

Minutes

Charter Amendments, if any

NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY

BOARD OF DIRECTORS

RESOLUTION BDR-10-23

**A RESOLUTION AUTHORIZING
THE EXECUTION AND DELIVERY OF THE
AMENDED AND RESTATED FULL REQUIREMENTS POWER SALES
AGREEMENT AND RELATING TO OTHER MATTERS IN CONNECTION
WITH THE FOREGOING**

WHEREAS, by motion properly made and approved at its meeting on May 25, 2023, the Board of Directors of North Carolina Eastern Municipal Power Agency ("Power Agency") approved and authorized the execution of the Tenth Amended and Restated Full Requirements Power Purchase Agreement (the "FRPPA") between Power Agency and Duke Energy Progress, LLC ("DEP"), contingent, however, upon a recommendation by the Rate Committee and approval by the Board of Commissioners of Power Agency; and

WHEREAS, by motion properly made and approved at its meeting on June 7, 2023, the Rate Committee recommended that staff execute the FRPPA in the name and on behalf of the Power Agency; and

WHEREAS, by motion properly made and approved at its meeting on June 8, 2023, the Board of Commissioners of Power Agency approved and authorized staff to execute the FRPPA in the name and on behalf of the Power Agency; and

WHEREAS, Power Agency and DEP executed the FRPPA as of June 27, 2023, with an effective date of January 1, 2023; and

WHEREAS, Power Agency and each of its Members has executed a Full Requirements Power Sales Agreement, dated as of April 24, 2015 (the "FRPSA"), pursuant to which Power Agency sells and each Member purchases its Full Requirements Bulk Power Supply requirements (as that term is defined in the FRPSA); and

WHEREAS, the FRPPA has amended the definition of certain of the defined terms set forth therein, many of which terms are also defined and/or used in the FRPSA; and

WHEREAS, as a result of the foregoing, it is necessary and desirable to amend certain definitions in the FRPSA so that their meanings and use conform to the meanings and use set forth in the FRPPA, as well as to make certain other necessary and desirable amendments thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF POWER AGENCY:

1. It is hereby found and determined that it is in the best interests of Power Agency to ratify the approval and execution of the FRPPA between the Power Agency and DEP. The Board

therefore ratifies the approval and execution of the FRPPA by the Chief Executive Officer in the name and on behalf of Power Agency and thereupon directs the Assistant Secretary to cause such executed FRPPA to be delivered to Power Agency's Members.

2. It is hereby found and determined that it is in the best interests of Power Agency to enter into the Amended and Restated Full Requirements Power Sales Agreement (the "Amended and Restated FRPSA"), substantially in the form presented to this meeting and designated as "Draft, September 15, 2023" (the "Draft"). The Board therefore authorizes and directs the Chief Executive Officer and an Assistant Secretary to execute for and on behalf of Power Agency the Amended and Restated FRPSA substantially in the form and substance of the Draft, with such additions, changes, deletions, or modifications thereto as, after consultation with counsel and upon approval of the Chairman and Chief Executive Officer, may be necessary, advisable or convenient, in the name and on behalf of Power Agency and thereupon to cause such executed Amended and Restated FRPSA to be delivered to Power Agency's Members with the recommendation of this Board of Directors that it be approved and executed by the Members.

3. The execution of the Amended and Restated FRPSA by the Chief Executive Officer and an Assistant Secretary shall constitute conclusive evidence of such consultation with counsel and final approval by both the Chairman and Chief Executive Officer of any and all changes or revisions therein from the Draft.

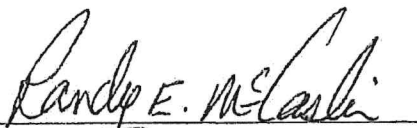
4. This Board hereby authorizes and directs its proper officers, counsel, employees and agents to execute such other documents and take such action as upon the advice of counsel shall be necessary, advisable or convenient to (i) obtain the unanimous consent of Power Agency's Members to, and approval of (a) the Amended and Restated FRPSA, and (b) such other documents or agreements as may be necessary to effect or implement (a), and (ii) carry out the other transactions contemplated by this Resolution.

5. In connection with the directive set forth in Section 4(i) of this Resolution, this Board hereby directs the Chief Executive Officer to cause to be furnished to each member of Power Agency a copy of each of the following: (i) this Resolution, (ii) the FRPPA, and (iii) execution and work copies of the Amended and Restated FRPSA.

6. This Board hereby directs its Secretary to file with the minutes of this meeting each of the documents referenced in paragraph 5 hereof as presented and available at this meeting.

7. This Resolution shall take effect upon its adoption.

ADOPTED this 22nd day of September, 2023.


Chairman

ATTEST:


Constantine (Costi) Kutteh (Sep 25, 2023 10:48 EDT)
Secretary

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF SOUTHPORT, NORTH CAROLINA, DETERMINING THAT IT IS IN THE BEST INTERESTS OF THE CITY OF SOUTHPORT TO APPROVE AND AUTHORIZE THE EXECUTION AND DELIVERY OF THE AMENDED AND RESTATED FULL REQUIREMENTS POWER SALES AGREEMENT BETWEEN THE CITY OF SOUTHPORT AND NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY

WHEREAS, the City of Southport (the "Municipality") and North Carolina Eastern Municipal Power Agency ("Power Agency") entered into a Full Requirements Power Sales Agreement (the "FRPSA"), dated as of the twenty-fourth day of September, 2015, pursuant to which Power Agency sells and each Member purchases its Full Requirements Bulk Power Supply requirements (as that term is defined in the FRPSA); and

WHEREAS, the Board of Directors of Power Agency, by motion properly made and approved at its meeting on May 25, 2023, approved and authorized the execution and delivery of Tenth Amended and Restated Full Requirements Power Purchase Agreement (the "FRPPA") between the Power Agency and Duke Energy Progress, LLC (including successors and permitted assigns, "DEP"), pursuant to which Power Agency has agreed to purchase from DEP and DEP has agreed to sell to Power Agency Power Agency's full requirements capacity and energy to serve the load of the electric power customers of Power Agency's members, the electric needs of which the members have undertaken the obligation to meet, and contingent upon a recommendation by the Rate Committee and approval by the Board of Commissioners of Power Agency; and

WHEREAS, by motions properly made and approved at meetings on June 7, 2023 and June 8, 2023, the Rate Committee and the Board of Commissioners, respectively, recommended that staff execute and approve the FRPPA in the name and on behalf of the Power Agency; and

WHEREAS, on September 22, 2023, the Board of Directors of Power Agency adopted Resolution BRR-10-23, which, among other things, (i) ratified the approval and execution of the FRPPA by the Chief Executive Officer in the name and on behalf of Power Agency and (ii) authorized Power Agency to execute and deliver to each Member an Amended and Restated Full Requirements Power Sales Agreement (the “Amended and Restated FRPSA”) to give effect to the transactions contemplated by the FRPPA; and

WHEREAS, Power Agency has caused to be furnished to the Municipality each of the following: (i) the FRPPA, (ii) Resolution BDR-10-23, and (iii) an executed Amended and Restated FRPSA, dated as of September 22, 2023; and

WHEREAS, the Board of Aldermen of the Municipality (the “Governing Body”) has taken into consideration the benefits which might be achieved by approving, executing and delivering the Amended and Restated FRPSA.

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

1. After due consideration to the contents of each of the preambles set forth above and to each of the documents referred to in such preambles, the Governing Body hereby finds and determines that it is in the best interests of the Municipality to enter into the Amended and Restated FRPSA.

2. The Governing Body hereby authorizes and directs that the Amended and Restated FRPSA be executed for and on behalf of the Municipality by the Mayor and Clerk, sealed with the seal of the Municipality and delivered to the Power Agency in the form and substance of the Amended and Restated FRPSA presented at this meeting.

3. The Governing Body hereby directs the Clerk to furnish or cause to be furnished to Power Agency a certified copy of this ordinance together with the executed Amended and Restated FRPSA.

4. The Governing Body hereby directs the Clerk to file with the minutes of this meeting (i) the FRPPA, (ii) Resolution BDR-10-23, and (iii) the proposed Amended and Restated FRPSA as presented and available at this meeting.

5. This Ordinance shall become effective upon its adoption.

ADOPTED this _____ day of _____, 2023.

Mayor

ATTEST:

Clerk

(SEAL)

GENERAL ASSEMBLY OF NORTH CAROLINA
1983 SESSION

CHAPTER 659
HOUSE BILL 620

AN ACT TO REVISE AND CONSOLIDATE THE CHARTER OF THE CITY OF
SOUTHPORT AND TO REPEAL PRIOR LOCAL ACTS.

The General Assembly of North Carolina enacts:

Section 1. The Charter of the City of Southport is hereby revised and consolidated to read as follows:

"THE CHARTER OF THE CITY OF SOUTHPORT.

"ARTICLE I.

"INCORPORATION, CORPORATE POWERS AND BOUNDARIES.

"Section 1.1. Incorporation. The City of Southport, North Carolina, in the County of Brunswick, and the inhabitants thereof, shall continue to be a municipal body politic and corporate, under the name and style of the 'City of Southport', hereinafter at times referred to as the 'City'.

"Sec. 1.2. Powers. The City of Southport shall have and may exercise all of the powers, duties, rights, privileges and immunities, which are now, or hereafter may be conferred, either expressly or by implication, upon the City of Southport, specifically, or upon municipal corporations, generally, by this Charter, by the State Constitution, or by general or local law.

"Sec. 1.3. Corporate Limits. The corporate limits of the City of Southport shall be those existing at the time of ratification of this Charter, as the same are set forth on the official map of the City, and as the same may be altered from time to time in accordance with law. An official map or description showing the current City boundaries shall be maintained permanently in the office of the city clerk, and shall be available for public inspection. Immediately upon alteration of the corporate limits made pursuant to law, the appropriate changes to the official map or description of the City shall be made.

"ARTICLE II.

"MAYOR AND BOARD OF ALDERMEN.

"Sec. 2.1. Governing Body. The Mayor and Board of Aldermen, elected and constituted as herein set forth, shall be the governing body of the City. On behalf of the City, and in conformity with applicable laws, the Mayor and Board of Aldermen, hereinafter at times referred to as the 'Board', may provide for the exercise of all municipal powers, and shall be charged with the general government of the City.

"Sec. 2.2. Board of Aldermen; Composition; Terms of Office.

The Board shall be composed of six members, each of whom shall be elected for a term of four years in the manner provided by Article III of this Charter, provided they shall serve until their successors are elected and qualified.

"Sec. 2.3. Mayor; Term of Office; Duties. The Mayor shall be elected in the manner provided by Article III of this Charter to serve for a term of two years, or until his successor is elected and qualified. The Mayor shall be the official head of the City government and shall preside at all meetings of the Board. He shall have the right to vote only when there are an equal number of votes in the affirmative and the negative on any motion before the Board. The Mayor shall exercise such powers and perform such duties as presently are or hereafter may be conferred upon him by the General Statutes of North Carolina, by this Charter, and by the ordinances of the City.

"Sec. 2.4. Mayor Pro Tempore. In accordance with applicable State laws, the Board shall appoint one of its members to act as Mayor pro tempore to perform the duties of the Mayor in the Mayor's absence or disability. The Mayor pro tempore as such shall have no fixed term of office, but shall serve in such capacity at the pleasure of the remaining members of the Board.

"Sec. 2.5. Meetings of the Board. In accordance with applicable General Statutes, the Board shall establish a suitable time and place for its regular meetings. Special meetings may be held according to the applicable provisions of the General Statutes.

"Sec. 2.6. Ordinances and Resolutions. The adoption, amendment, repeal, pleading, or proving of City ordinances and resolutions shall be in accordance with the applicable provisions of the general laws of North Carolina not inconsistent with this Charter. The ayes and noes shall be taken upon all ordinances and resolutions and entered upon the minutes of the Board. The enacting clause of all City ordinances shall be: 'Be it ordained by the Board of Aldermen of the City of Southport'.

"Sec. 2.7. Voting Requirements; Quorum. Official action of the Board shall be, except as provided otherwise by law, by majority vote, provided that a quorum, consisting of a majority of the actual membership of the Board, is present. Vacant seats are to be subtracted from the normal Board membership to determine the actual membership.

"Sec. 2.8. Qualifications for Office; Vacancies; Compensation. The compensation of Board members, the filling of vacancies on the Board, and the qualifications of Board members shall be in accordance with applicable provisions of the General Statutes.

"ARTICLE III.

"ELECTIONS.

"Sec. 3.1. Regular Municipal Elections; Conduct and Method of Election. Regular municipal elections shall be held in the City every two years in odd-numbered years and shall be conducted in accordance with the uniform municipal election laws of North Carolina. The Mayor and members of the Board shall be elected according to the nonpartisan plurality method of election.

"Sec. 3.2. Wards. The City of Southport shall be divided into two wards as follows:

Ward No. 1 shall be that portion of the City lying to the eastward of the center line of Howe Street from the point where this line, projected, intersects the channel of the Cape Fear River, to the intersection of said Howe Street with the northern line of the limits of the City of Southport.

Ward No. 2 shall be all that portion of the City lying to the westward of the above described line.

"Sec. 3.3. Election of Board Members. Three aldermen shall be elected from each of the two wards of the City and the person, or persons, filing as a candidate from either ward shall be a resident and qualified elector of such ward. The members of the Board shall be voted upon in the general municipal election by the qualified electors of the City as a whole and not by just the qualified electors of the ward from which the candidate has filed. The candidates for the Board from each ward who received the highest number of votes in the City at large shall be declared duly elected to the office for which such candidate has filed. At the municipal election to be held in November, 1983, two members of the Board shall be elected for a term of 4 years from Ward No. 2, as described in Section 3.2 above, and 1 member from Ward No. 1, as above described, shall be elected for a term of 4 years. Biennially thereafter, 1 member of said Board from one ward and 2 members from the other ward shall be elected, alternately, for terms of 4 years each.

"Sec. 3.4. Voter Registration Books. The Board of Aldermen shall prepare, or cause to be prepared under its supervision, and thereafter maintain voter registration books for each of the two wards above described.

"Sec. 3.5. Election of the Mayor. At the regular municipal election in 1983, and biennially thereafter, there shall be elected a Mayor to serve a term of 2 years. The Mayor shall be elected by the voters of the City voting at large.

"ARTICLE IV.

"ORGANIZATION AND ADMINISTRATION.

"Sec. 4.1. Form of Government. The City shall operate under the Council-Manager form of government, in accordance with Part 2 of Article 7 of Chapter 160A of the General Statutes.

"Sec. 4.2. City Manager. The Board of Aldermen shall appoint a City Manager who shall be the administrative head of the City government and shall be responsible for the administration of all departments of the City government. He shall be appointed with regard to merit only, and he need not be a resident of the City when appointed. He shall hold office during the pleasure of the Board and shall receive such compensation as it shall fix by ordinance.

The City Manager so appointed shall (1) be the administrative head of the City government, and direct and supervise the administration of all departments, offices and agencies of the City; (2) see that within the City the laws of the State and the ordinances, resolutions, and regulations of the Board are faithfully executed; (3) attend all meetings of the Board and recommend for adoption such measures as he shall deem expedient; (4) make reports to the Board from time to time upon affairs of the City, keep the Board fully advised of the City's financial condition and its future financial needs; (5) appoint, suspend and remove all heads of departments and other

employees of the City, except the City Attorney, the City Tax Collector and the Clerk, who shall be appointed by the Board; (6) perform any other duties that may be required and authorized by the Board; and (7) prepare and submit the annual budget and capital program to the Board.

"Sec. 4.3. City Attorney. The Board shall appoint a City Attorney who shall be licensed to engage in the practice of law in the State of North Carolina. It shall be the duty of the City Attorney to prosecute and defend suits against the City; to advise the Mayor, Board and other City officials with respect to the affairs of the City; to draft all legal documents relating to the affairs of the City; to inspect and pass upon all agreements, contracts, franchises and other instruments with which the City may be concerned; to attend meetings of the Board and to perform other duties required by law or as the Board may direct.

"Sec. 4.4. City Clerk. The Board shall appoint a City Clerk to keep a journal of the proceedings of the Board, to maintain in a safe place all records and documents pertaining to the affairs of the City, and to perform such other duties as may be required by law or as the Board may direct.

"Sec. 4.5. City Finance Director. The City Manager shall appoint a City Finance Director to perform the duties of the finance officer as required by the Local Government Budget and Fiscal Control Act.

"Sec. 4.6. City Tax Collector. The Board shall appoint a City Tax Collector to collect all taxes, licenses, fees and other revenues accruing to the City, subject to the General Statutes, the provisions of this Charter and the ordinances of the City. The City Tax Collector shall diligently comply with and enforce all the laws of North Carolina relating to the collection of taxes and other revenues.

"Sec. 4.7. Consolidation of Functions. The Board may consolidate any two or more positions of City Manager, City Clerk, City Tax Collector and City Finance Officer, or may assign the functions of any one or more of these positions to the holder or holders of any other of these positions, subject to the Local Government Budget and Fiscal Control Act and the Machinery Act.

"Sec. 4.8. Other Administrative Officers and Employees. Consistent with applicable State laws, the Board may establish other positions, provide for the appointment of other administrative officers and employees, and generally organize the city government in order to promote the orderly and efficient administration of the affairs of the City.

"ARTICLE V.

"SPECIAL PROVISIONS.

"Sec. 5.1. Assessments for Street and Sidewalk Improvements; Petition Unnecessary. A. In addition to any authority which is now or may hereafter be granted by general law to the City for making street improvements, the Board is hereby authorized to make street improvements and to assess the cost thereof against abutting property owners in accordance with the provisions of this section.

B. The Board may order street improvements and assess the cost thereof against the abutting property owners, exclusive of the costs incurred at street intersections, according to one or more of the assessment bases set forth in Article 10 of Chapter

160A of the North Carolina General Statutes without the necessity of a petition, upon the finding by the Board as a fact:

- (1) That the street improvement project does not exceed 1,200 linear feet, and
- (2) That such street or part thereof is unsafe for vehicular traffic, and it is in the public interest to make such improvement, or
- (3) That it is in the public interest to connect two streets, or portions of a street already improved, or
- (4) That it is in the public interest to widen a street, or part thereof, which is already improved, provided, that assessments for widening any street or portion of street without a petition shall be limited to the cost of widening and otherwise improving such street in accordance with the street classification and improvement standards established by the City's thoroughfare or major street plan for the particular street or part thereof to be widened and improved under the authority granted by this Article.

C. For the purposes of this Article, the term 'street improvement' shall include grading, regrading, surfacing, resurfacing, widening, paving, repaving, the acquisition of right-of-way, and the construction or reconstruction of curbs, gutters, and street drainage facilities.

D. In addition to any authority which is now or may hereinafter be granted by general law to the City for making sidewalk improvements, the Board is hereby authorized without the necessity of a petition, to make or order to be made sidewalk improvements or repairs according to standards and specifications of the City, and to assess the total cost thereof against abutting property owners, according to one or more of the assessment bases set forth in Article 10 of Chapter 160A of the North Carolina General Statutes; provided, however, that regardless of the assessment basis or bases employed, the Board may order the cost of sidewalk improvements made only on one side of a street to be assessed against property owners abutting both sides of such street.

E. In ordering street and sidewalk improvements without a petition and assessing the cost thereof under authority of this Article, the Board shall comply with the procedure provided by Article 10, Chapter 160A of the General Statutes, except those provisions relating to the petition of property owners and the sufficiency thereof.

F. The effect of the act of levying assessments under the authority of this Article shall for all purposes be the same as if the assessments were levied under authority of Article 10 of Chapter 160A of the General Statutes."

Sec. 2. The purpose of this act is to revise the Charter of the City of Southport and to consolidate herein certain acts concerning the property, affairs, and government of the City. It is intended to continue without interruption those provisions of prior acts which are consolidated into this act, so that all rights and liabilities that have accrued are preserved and may be enforced.

Sec. 3. This act shall not be deemed to repeal, modify, or in any manner affect any of the following acts, portions of acts, or amendments thereto, whether or not such acts, portions of acts, or amendments are expressly set forth herein.

(a) Any acts concerning the property, affairs or government of public schools in the City of Southport.

(b) Any acts validating, confirming, approving, or legalizing official proceedings, actions, contracts, or obligations of any kind.

Sec. 4. The following acts or portions of acts, having served the purposes for which they were enacted, or having been consolidated into this act are hereby repealed:

Chapter 345, Private Laws of 1909 Chapter 40, Private Laws of 1911 Chapter 299, Private Laws of 1911 Chapter 1144, Public-Local Laws of 1913 Chapter 536, Public-Local Laws of 1913 Chapter 79, Private Laws of 1913 Chapter 21, Public-Local Laws of 1915 Chapter 77, Private Laws of 1915 Chapter 94, Private Laws of 1915 Chapter 333, Public-Local Laws of 1923 Chapter 13, Private Laws of 1925 Chapter 36, Private Laws of 1927 Chapter 169, Private Laws of 1927 Chapter 466, Public-Local Laws of 1931 Chapter 76, Private Laws of 1933 Chapter 234, Private Laws of 1933 Chapter 32, Public-Local Laws of 1935 Chapter 185, Public-Local Laws of 1935 Chapter 263, Public-Local Laws of 1935 Chapter 478, Public-Local Laws of 1935 Chapter 76, Public-Local Laws of 1937 Chapter 37, Public-Local Laws of 1939 Chapter 39, Public-Local Laws of 1939 Chapter 523, Public-Local Laws of 1939 Chapter 340, Public-Local Laws of 1941 Chapter 412, Public-Local Laws of 1941 Chapter 237, Session Laws of 1951 Chapter 860, Session Laws of 1951 Chapter 379, Session Laws of 1955 Chapter 900, Session Laws of 1957 Chapter 278, Session Laws of 1959 Chapter 674, Session Laws of 1959 Chapter 56, Session Laws of 1961 Chapter 588, Session Laws of 1963 Chapter 974, Session Laws of 1965 Chapter 1216, Session Laws of 1967

Sec. 5. No provision of this act is intended, nor shall be construed, to affect in any way any rights or interests (whether public or private):

(a) Now vested or accrued, in whole or in part, the validity of which might be sustained or preserved by reference to any provisions of law repealed by this act.

(b) Derived from, or which might be sustained or preserved in reliance upon, action heretofore taken pursuant to or within the scope of any provisions of law repealed by this act.

Sec. 6. No law heretofore repealed expressly or by implication, and no law granting authority which has been exhausted, shall be revived by:

(a) The repeal herein of any act repealing such law, or

(b) Any provision of this act that disclaims an intention to repeal or affect enumerated or designated laws.

Sec. 7. All existing ordinances and resolutions of the City of Southport and all existing rules or regulations of departments or agencies of the City of Southport, not inconsistent with the provisions of this act, shall continue in full force and effect until repealed, modified or amended.

Sec. 8. No action or proceeding of any nature (whether civil or criminal, judicial or administrative, or otherwise) pending at the effective date of this act or against the City of Southport or any of its departments or agencies shall be abated or otherwise affected by the adoption of this act.

Sec. 9. If any of this act or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this act which can be given effect without the invalid provision or application, and to this end the provisions of this act are declared to be severable.

Sec. 10. Whenever a reference is made in this act to a particular provision of the General Statutes, and such provision is later amended, repealed or superseded, the reference shall be deemed amended to refer to the amended General Statute, or to the General Statute which most clearly corresponds to the statutory provision which is repealed or superseded.

Sec. 11. All laws and clauses of laws in conflict with the provisions of this act are hereby repealed.

Sec. 12. This act shall be effective upon its ratification.

In the General Assembly read three times and ratified, this the 1st day of July, 1983.

PART I - CHARTER

Current Charter of the City of
Southport on Municode*Footnotes:**--- (1) ---*

Editor's note— *Printed herein is the Charter of the City of Southport, being chapter 659 of the Session Laws of 1983 adopted by the General Assembly on July 1, 1983. Amendments to the original Charter are indicated by parenthetical history notes following amended provisions. For stylistic purposes a uniform system of punctuation, capitalization and citations to state statutes has been used. Material in brackets [] has been added for clarity.*

ARTICLE I. - INCORPORATION, CORPORATE POWERS AND BOUNDARIES

Sec. 1.1. - Incorporation.

The City of Southport, North Carolina, in the County of Brunswick, and the inhabitants thereof, shall continue to be a municipal body politic and corporate, under the name and style of the "City of Southport," hereinafter at times referred to as the "city."

Sec. 1.2. - Powers.

The City of Southport shall have and may exercise all of the powers, duties, rights, privileges and immunities, which are now, or hereafter may be conferred, either expressly or by implication, upon the City of Southport, specifically, or upon municipal corporations, generally, by this Charter, by the state constitution, or by general or local law.

Sec. 1.3. - Corporate limits.

The corporate limits of the City of Southport shall be those existing at the time of ratification of this Charter, as the same are set forth on the official map of the city, and as the same may be altered from time to time in accordance with law. An official map or description showing the current city boundaries shall be maintained permanently in the office of the city clerk, and shall be available for public inspection. Immediately upon alteration of the corporate limits made pursuant to law, the appropriate changes to the official map or description of the city shall be made.

ARTICLE II. - MAYOR AND BOARD OF ALDERMEN

Sec. 2.1. - Governing body.

The mayor and board of aldermen, elected and constituted as herein set forth, shall be the governing body of the city. On behalf of the city, and in conformity with applicable laws, the mayor and board of aldermen, hereinafter at times referred to as the "board," may provide for the exercise of all municipal powers, and shall be charged with the general government of the city.

Sec. 2.2. - Board of aldermen; composition; terms of office.

The board shall be composed of six (6) members, each of whom shall be elected for a term of four (4) years in the manner provided by article III of this Charter, provided they shall serve until their successors are elected and qualified.

Sec. 2.3. - Mayor; term of office; duties.

The mayor shall be elected in the manner provided by article III of this Charter to serve for a term of two years, or until his successor is elected and qualified. The mayor shall be the official head of the city government and shall preside at all meetings of the board. He shall have the right to vote only when there are an equal number of votes in the affirmative and the negative on any motion before the board. The mayor shall exercise such powers and perform such duties as presently are or hereafter may be conferred upon him by the General Statutes of North Carolina, by this Charter and by the ordinances of the city.

Sec. 2.4. - Mayor pro tempore.

In accordance with applicable state laws, the board shall appoint one of its members to act as mayor pro tempore to perform the duties of the mayor in the mayor's absence or disability. The mayor pro tempore as such shall have no fixed term of office, but shall serve in such capacity at the pleasure of the remaining members of the board.

Sec. 2.5. - Meetings of the board.

In accordance with applicable General Statutes, the board shall establish a suitable time and place for its regular meetings. Special meetings may be held according to the applicable provisions of the General Statutes.

Sec. 2.6. - Ordinances and resolutions.

The adoption, amendment, repeal, pleading or proving of city ordinances and resolutions shall be in accordance with the applicable provisions of the general laws of North Carolina not inconsistent with this Charter. The ayes and noes [nays] shall be taken upon all ordinances and resolutions and entered upon the minutes of the board. The enacting clause of all city ordinances shall be: "Be it ordained by the Board of

Aldermen of the City of Southport."

Sec. 2.7. - Voting requirements; quorum.

Official action of the board shall be, except as provided otherwise by law, by majority vote, provided that a quorum, consisting of a majority of the actual membership of the board, is present. Vacant seats are to be subtracted from the normal board membership to determine the actual membership.

Sec. 2.8. - Qualifications for office; vacancies; compensation.

The compensation of board members, the filling of vacancies on the board, and the qualifications of board members shall be in accordance with applicable provisions of the General Statutes.

ARTICLE III. - ELECTIONS

Sec. 3.1. - Regular municipal elections; conduct and method of election.

Regular municipal elections shall be held in the city every two years in odd-numbered years and shall be conducted in accordance with the uniform municipal election laws of North Carolina. The mayor and members of the board shall be elected according to the nonpartisan plurality method of election.

Sec. 3.2. - Wards.

The City of Southport shall be divided into two wards as follows:

Ward No. 1 shall be that portion of the city lying to the eastward of the center line of Howe Street from the point where this line, projected, intersects the channel of the Cape Fear River, to the intersection of said Howe Street with the northern line of the limits of the City of Southport.

Ward No. 2 shall be all that portion of the city lying to the westward of the above described line.

Sec. 3.3. - Election of board members.

Three aldermen shall be elected from each of the two wards of the city and the person, or persons, filing as a candidate from either ward shall be a resident and qualified elector of such ward. The members of the board shall be voted upon in the general municipal election by the qualified electors of the city as a whole and not by just the qualified electors of the ward from which the candidate has filed. The candidates for the board from each ward who received the highest number of votes in the city at large shall be declared duly elected to the office for which such candidate has filed. At the municipal election to be held in November, 1983, two members of the board shall be elected for a term of 4 years from Ward No. 2, as described in

section 3.2 above, and 1 member from Ward No. 1, as above described, shall be elected for a term of 4 years. Biennially thereafter, 1 member of said board from one ward and 2 members from the other ward shall be elected, alternately, for terms of 4 years each.

Sec. 3.4. - Voter registration books.

The board of aldermen shall prepare, or cause to be prepared under its supervision, and thereafter maintain voter registration books for each of the two wards above described.

Sec. 3.5. - Election of the mayor.

At the regular municipal election in 1983, and biennially thereafter, there shall be elected a mayor to serve a term of 2 years. The mayor shall be elected by the voters of the city voting at large.

ARTICLE IV. - ORGANIZATION AND ADMINISTRATION

Sec. 4.1. - Form of government.

The city shall operate under the council-manager form of government, in accordance with G.S. 160A-147 et seq.

Sec. 4.2. - City manager.

The board of aldermen shall appoint a city manager who shall be the administrative head of the city government and shall be responsible for the administration of all departments of the city government. He shall be appointed with regard to merit only, and he need not be a resident of the city when appointed. He shall hold office during the pleasure of the board and shall receive such compensation as it shall fix by ordinance.

The city manager so appointed shall:

- (1) Be the administrative head of the city government, and direct and supervise the administration of all departments, offices and agencies of the city;
- (2) See that within the city the laws of the state and the ordinances, resolutions and regulations of the board are faithfully executed;
- (3) Attend all meetings of the board and recommend for adoption such measures as he shall deem expedient;
- (4) Make reports to the board from time to time upon affairs of the city, keep the board fully advised of the city's financial condition and its future financial needs;
- (5)

Appoint, suspend and remove all heads of departments and other employees of the city, except the city attorney and the clerk, who shall be appointed by the board;

(6) Perform any other duties that may be required and authorized by the board; and

(7) Prepare and submit the annual budget and capital program to the board.

(Session Laws 1991, ch. 304, § 1)

Sec. 4.3. - City attorney.

The board shall appoint a city attorney who shall be licensed to engage in the practice of law in the State of North Carolina. It shall be the duty of the city attorney to prosecute and defend suits against the city; to advise the mayor, board and other city officials with respect to the affairs of the city; to draft all legal documents relating to the affairs of the city; to inspect and pass upon all agreements, contracts, franchises and other instruments with which the city may be concerned; to attend meetings of the board and to perform other duties required by law or as the board may direct.

Sec. 4.4. - City clerk.

The board shall appoint a city clerk to keep a journal of the proceedings of the board, to maintain in a safe place all records and documents pertaining to the affairs of the city, and to perform such other duties as may be required by law or as the board may direct.

Sec. 4.5. - City finance director.

The city manager shall appoint a city finance director to perform the duties of the finance officer as required by the Local Government Budget and Fiscal Control Act.

Sec. 4.6. - City tax collector.

The city manager shall appoint a city tax collector to collect all taxes, licenses, fees and other revenues accruing to the city, subject to the General Statutes, the provisions of this Charter and the ordinances of the city. The city tax collector shall diligently comply with and enforce all the laws of North Carolina relating to the collection of taxes and other revenues.

(Session Laws 1991, ch. 304, § 1)

Sec. 4.7. - Consolidation of functions.

The board may consolidate any two or more positions of city manager, city clerk, city tax collector and city finance officer, or may assign the functions of any one or more of these positions to the holder or holders of any other of these positions, subject to the Local Government Budget and Fiscal Control Act and

the Machinery Act.

Sec. 4.8. - Other administrative officers and employees.

Consistent with applicable state laws, the board may establish other positions, provide for the appointment of other administrative officers and employees, and generally organize the city government in order to promote the orderly and efficient administration of the affairs of the city.

ARTICLE V. - SPECIAL PROVISIONS

Sec. 5.1. - Assessments for street and sidewalk improvements; petition unnecessary.

- A. In addition to any authority which is now or may hereafter be granted by general law to the city for making street improvements, the board is hereby authorized to make street improvements and to assess the cost thereof against abutting property owners in accordance with the provisions of this section.
- B. The board may order street improvements and assess the cost thereof against the abutting property owners, exclusive of the costs incurred at street intersections, according to one or more of the assessment bases set forth in G.S. 160A-216 et seq. without the necessity of a petition, upon the finding by the board as a fact:
 - (1) That the street improvement project does not exceed 1,200 linear feet, and
 - (2) That such street or part thereof is unsafe for vehicular traffic, and it is in the public interest to make such improvement, or
 - (3) That it is in the public interest to connect two (2) streets, or portions of a street already improved, or
 - (4) That it is in the public interest to widen a street, or part thereof, which is already improved, provided, that assessments for widening any street or portion of street without a petition shall be limited to the cost of widening and otherwise improving such street in accordance with the street classification and improvement standards established by the city's thoroughfare or major street plan for the particular street or part thereof to be widened and improved under the authority granted by this article.
- C. For the purposes of this article, the term "street improvement" shall include grading, regrading, surfacing, resurfacing, widening, paving, repaving, the acquisition of right-of-way and the construction or reconstruction of curbs, gutters and street drainage facilities.
- D. In addition to any authority which is now or may hereinafter be granted by general law to the city for making sidewalk improvements, the board is hereby authorized without the necessity of a petition, to make or order to be made sidewalk improvements or repairs according to standards

and specifications of the city, and to assess the total cost thereof against abutting property owners, according to one or more of the assessment bases set forth in G.S. 160A-216 et seq.; provided, however, that regardless of the assessment basis or bases employed, the board may order the cost of sidewalk improvements made only on one side of a street to be assessed against property owners abutting both sides of such street.

- E. In ordering street and sidewalk improvements without a petition and assessing the cost thereof under authority of this article, the board shall comply with the procedure provided by G.S. 160A-216 et seq., except those provisions relating to the petition of property owners and the sufficiency thereof.
- F. The effect of the act of levying assessments under the authority of this article shall for all purposes be the same as if the assessments were levied under authority of G.S. 160A-216 et seq.

Sec. 5.2. - [Intent.]

The purpose of this act is to revise the Charter of the City of Southport and to consolidate herein certain acts concerning the property, affairs, and government of the city. It is intended to continue without interruption those provisions of prior acts which are consolidated into this act, so that all rights and liabilities that have accrued are preserved and may be enforced.

Sec. 5.3. - [Construction.]

This act shall not be deemed to repeal, modify, or in any manner affect any of the following acts, portions of acts, or amendments thereto, whether or not such acts, portions of acts, or amendments are expressly set forth herein.

- (a) Any acts concerning the property, affairs or government of public schools in the City of Southport.
- (b) Any acts validating, confirming, approving or legalizing official proceedings, actions, contracts or obligations of any kind.

Sec. 5.4. - [Repeal of specific acts.]

The following acts or portions of acts, having served the purposes for which they were enacted, or having been consolidated into this act are hereby repealed:

- Chapter 345, Private Laws of 1909.
- Chapter 40, Private Laws of 1911.
- Chapter 299, Private Laws of 1911.
- Chapter 1144, Public-Local Laws of 1913.

Chapter 536, Public-Local Laws of 1913.

Chapter 79, Private Laws of 1913.

Chapter 21, Public-Local Laws of 1915.

Chapter 77, Private Laws of 1915.

Chapter 94, Private Laws of 1915.

Chapter 333, Public-Local Laws of 1923.

Chapter 13, Private Laws of 1925.

Chapter 36, Private Laws of 1927.

Chapter 169, Private Laws of 1927.

Chapter 466, Public-Local Laws of 1931.

Chapter 76, Private Laws of 1933.

Chapter 234, Private Laws of 1933.

Chapter 32, Public-Local Laws of 1935.

Chapter 185, Public-Local Laws of 1935.

Chapter 263, Public-Local Laws of 1935.

Chapter 478, Public-Local Laws of 1935.

Chapter 76, Public-Local Laws of 1937.

Chapter 37, Public-Local Laws of 1939.

Chapter 39, Public-Local Laws of 1939.

Chapter 523, Public-Local Laws of 1939.

Chapter 340, Public-Local Laws of 1941.

Chapter 412, Public-Local Laws of 1941.

Chapter 237, Session Laws of 1951.

Chapter 860, Session Laws of 1951.

Chapter 379, Session Laws of 1955.

Chapter 900, Session Laws of 1957.

Chapter 278, Session Laws of 1959,

Chapter 674, Session Laws of 1959.

Chapter 56, Session Laws of 1961.

Chapter 588, Session Laws of 1963.

Chapter 974, Session Laws of 1965.

Chapter 1216, Session Laws of 1967.

Sec. 5.5. - [Exclusions.]

No provision of this act is intended, nor shall be construed, to affect in any way any rights or interests (whether public or private):

- (a) Now vested or accrued, in whole or in part, the validity of which might be sustained or preserved by reference to any provisions of law repealed by this act.
- (b) Derived from, or which might be sustained or preserved in reliance upon, action heretofore taken pursuant to or within the scope of any provisions of law repealed by this act.

Sec. 5.6. - [Revival.]

No law heretofore repealed expressly or by implication, and no law granting authority which has been exhausted, shall be revived by:

- (a) The repeal herein of any act repealing such law, or
- (b) Any provision of this act that disclaims an intention to repeal or affect enumerated or designated laws.

Sec. 5.7. - [Prior ordinances saved.]

All existing ordinances and resolutions of the City of Southport and all existing rules or regulations of departments or agencies of the City of Southport, not inconsistent with the provisions of this act, shall continue in full force and effect until repealed, modified or amended.

Sec. 5.8. - [Affect on legal proceedings.]

No action or proceeding of any nature (whether civil or criminal, judicial or administrative or otherwise) pending at the effective date of this act or against the City of Southport or any of its departments or agencies shall be abated or otherwise affected by the adoption of this act.

Sec. 5.9. - [Severability.]

If any [provision] of this act or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this act which can be given effect without the invalid provision or application, and to this end the provisions of this act are declared to be severable.

Sec. 5.10. - [Reference to amended provisions.]

Whenever a reference is made in this act to a particular provision of the General Statutes, and such provision is later amended, repealed or superseded, the reference shall be deemed amended to refer to the amended General Statute[s], or to the General Statute[s] which most clearly corresponds to the statutory provision which is repealed or superseded.

Sec. 5.11. - [General repealer.]

All laws and clauses of laws in conflict with the provisions of this act are hereby repealed.

Sec. 5.12. - [Effective date.]

This act shall be effective upon its ratification.

In the General Assembly read three times and ratified, this the 1st day of July, 1983.

	<u>/s/ JAMES C. GREEN</u>
	James C. Green
	President of the Senate
	<u>/s/ LISTON B. RAMSEY</u>
	Liston B. Ramsey
	Speaker of the House of Representatives

CHARTER COMPARATIVE TABLE SESSION LAWS

This table shows the location of the sections of the basic Charter and any amendments thereto.

Session Laws Year	Chapter	Section	Section this Charter
1983	659	<u>1.1—5.12</u>	<u>1.1—5.12</u>
1991	304	1	<u>4.2</u>
			<u>4.6</u>

[Municipal Attorney's Letterhead]

North Carolina Eastern Municipal Power Agency
1427 Meadow Wood Blvd.
Raleigh, NC 27604

Greetings:

In connection with the Amended and Restated Full Requirements Power Sales Agreement, by and between the **City of Southport** (the "Municipality") and North Carolina Eastern Municipal Power Agency ("Power Agency"), dated as of September 22, 2023, (the "Member Agreement"), I have examined (i) the Constitution and laws of the State of North Carolina and the Charter of the Municipality, (ii) the Member Agreement, (iii) an Ordinance entitled "**AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF SOUTHPORT, NORTH CAROLINA, DETERMINING THAT IT IS IN THE BEST INTERESTS OF THE CITY OF SOUTHPORT TO APPROVE AND AUTHORIZE THE EXECUTION AND DELIVERY OF THE AMENDED AND RESTATED FULL REQUIREMENTS POWER SALES AGREEMENT BETWEEN THE CITY OF SOUTHPORT AND NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY**" (the "Ordinance"), approving the terms and provisions of the Member Agreement and authorizing the execution and delivery thereof, and the proceedings of **BOARD OF ALDERMEN OF THE CITY OF SOUTHPORT** had and taken upon such adoption, (iv) such contracts, instruments and documents to which the Municipality is a party and which might affect the validity or the operation of the Member Agreement, and (v) such other instruments and documentation as I have deemed necessary in order to render the opinions set forth herein.

It is my opinion that:

- (a) The Municipality is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State of North Carolina;
- (b) The Municipality has power and is authorized to enter into, execute and deliver the Member Agreement and carry out and perform the obligations of the Municipality thereunder;
- (c) The Ordinance has been duly adopted by the governing body of the Municipality, has not been amended, rescinded or repealed and is in full force and effect. The meeting at which the Ordinance was adopted was duly called, duly held, and all applicable laws respecting notice of such meeting were complied with fully;
- (d) The Member Agreement has been duly authorized, executed and delivered by the Municipality and constitutes a valid and binding agreement of the Municipality, enforceable in accordance with its terms;

(e) The authorization, execution and delivery by the Municipality of the Member Agreement and compliance with all terms and provisions thereof to be carried out and performed by the Municipality thereunder do not conflict with and are not in violation of any law of the State of North Carolina, including any of the provisions, terms and conditions of any ordinance, resolution, rule, by-law or motion of the Municipality;

(f) The authorization, execution and delivery by the Municipality of the Member Agreement and compliance with all terms and provisions thereof to be carried out and performed by the Municipality thereunder will not be a breach of, or constitute a default under, the terms and conditions of any indenture, loan agreement, mortgage, resolution, ordinance, contract, or other instrument, agreement or document to which the Municipality is a party or may be bound; and

(g) To my knowledge, information and belief there are no burdensome restrictions or conditions of any unusual character in any indenture, loan agreement, mortgage, resolution, ordinance or contract or other instrument, agreement or document to which the Municipality is a party or may be bound which impairs its ability to discharge its obligations under and carry out the terms of the Member Agreement.

In addition, to my knowledge, information and belief, there is not litigation pending or threatened against the Municipality which, if decided unfavorably to the interests of the Municipality, would materially adversely affect the validity of the Member Agreement or the financial affairs or the Municipality's electric system.

The opinion expressed in paragraph (d) above is subject to applicable bankruptcy, insolvency, reorganization, moratorium, and other laws heretofore or hereafter affecting creditors' rights and is subject to the principles of equity relating to or affecting the enforcement of obligations, whether such enforceability is considered in equity or at law.

Very truly yours,

Brady Herman, City Attorney

[Municipality's Letterhead]

Sydney P. Davis, Esq.
Poyner Spruill, LLP
1151 Falls Road, Suite 1000
Rocky Mount, NC 27804

Re: North Carolina Eastern Municipal Power Agency

Dear Ms. Davis:

The contracts and certificate listed below are being transmitted to you as attorney for North Carolina Eastern Municipal Power Agency by the undersigned Clerk of the **City of Southport**.

1. Two (2) executed copies of Amended and Restated Full Requirements Power Sales Agreement (the "Amended and Restated FRPSA"); and
2. Clerk's Certificate, with attached Ordinance, Minutes of the meeting at which the Ordinance was adopted and all other documents required thereby.

Yours very truly,

Dorothy Dutton, City Clerk

From: Kathy L. Moyer <kmoyer@electricities.org>

Sent: Tuesday, October 3, 2023 7:39 PM

To: 'Davis, Sydney P.' <SDavis@poynerspruill.com>; Bonnie Therrien <btherrien@cityofsouthport.com>; Dawn Ezzell <DEzzell@poynerspruill.com>; Dorothy Dutton <DDutton@cityofsouthport.com>; josephp_hatem@southportnc.org

Cc: Mike Colo <mcolo@poynerspruill.com>; Jay Morrison <jmorriso@electricities.org>; Amy Blinson <ablinson@electricities.org>; Paul 'Ellie' Pittenger <epittenger@cityofsouthport.com>

Subject: RE: NCEMPA – Amended and Restated Full Requirements Power Sales Agreement (Southport)

Hi Bonnie, Below are some additional talking points. Happy to jump on a call as well if needed. Thanks, Kathy

In follow up to last week's communications regarding changes to the Full Requirements Power Sales Agreement (FRPSA), we wanted to clarify for you and your councils that **the changes have already been approved by the NCEMPA Board of Commissioners and ElectriCities Board of Directors**. The changes are administrative in nature and are to conform to the Tenth Amendment to the Full Requirements Power Purchase Agreement (FRPPA). The action required by council is simply to formalize the changes previously approved.

For additional information please see below.

- The WHEREAS section of the FRPSA has been revised to reflect certain defined terms in the FRPPA.
- Definitions have been added and updated to define and include Energy Injection Devices (battery storage) under the Qualified Generation Cap (subject to the minimum size threshold of 95 kW), now called Qualified Resources (QR).
- The Guidelines Concerning Load Side Generation were updated to conform to the FRPPA and are now called the Guidelines Concerning Distributed Resources approved by the NCEMPA Board of Commissioners and ElectriCities Board of Directors in July 2023. Some highlights of the changes to include the following:
 - Maintain the cap at 1.75% of DEP system capacity, but increase the cap by 25 MW.
 - Grandfather existing battery installations (5 MW excluded from the cap).
 - Remove limits on location, allowing all QR to be located either behind the 1st or 2nd meters (i.e., retail customer and/or delivery point).
 - Remove limits on ownership, allowing NCEMPA, Members, or their customers to own QR and shortened notice periods for new QR.
- New definition to address large interruptible loads (e.g., Cryptocurrency miners):
 - Applies to new C&I customers (or new load of existing C&I customers) with interruptible load in excess of 1 MW.

While these changes are administrative in nature, please don't hesitate to reach out with any additional questions as you prepare your councils for its approval. As was included in the cover letter received Sept. 29, the Amended and Restated FRPSA needs to be approved by your governing body as a separate item on a meeting agenda and will need to be handled via the adoption of an Ordinance, a draft of which was provided to you.

If you have additional questions or concerns, please contact one of the below staff members or Poyner Spruill.

Kathy Moyer, kmoyer@electricities.org 919-760-6225
Roy Jones, rjones@electricities.org 479-530-8334
Sydney Davis, sdavis@poynerspruill.com 252-972-7113
Mike Colo, mcolo@poynerspruill.com 252-972-7105

DATE: September 26, 2023

DEPARTMENT: Public Services

PRESENTED BY: Daryll Parker, Principal Consultant, Willdan Financial Services

ITEM SPONSORED BY: Public Services – Water/Sewer Fund

ITEM/TOPIC: System Development Fees Draft Report – Withers/Ravenel

COST: \$60,000

BUDGET LINE ITEM: Water/Sewer Fund
Balance

JUSTIFICATION: A few months ago, you hired Withers/Ravenel to look at our System Development Fees as is required by the State of North Carolina every five (5) years. We went over the draft report with Mr. Parker and other staff members of Withers/Ravenel and relevant staff members have reviewed the final draft report. We feel it is ready for you to review and take action with setting Public Hearings, as required by law (see attached schedule of events). Mr. Parker will be at your meeting to review the final recommendations.

IMPACT IF NOT APPROVED: We would be in violation of State law since we are required to review our fees every 5 years.

DEPARTMENT HEAD COMMENTS: Not applicable

CITY MANAGER COMMENTS: Staff and I agree with the recommendations, but it is important that you review the final draft report and make decisions on whether you want to add, delete, or update information in the report. I have also attached the series of events that must be done to comply with State law.

ATTACHMENTS: Final Report and State Law Requirements for Public Input

REQUESTED ACTION: Discussion and questions with Mr. Parker

PROPOSED MOTION: None at this time.

Water & Wastewater System Development Fee Study



October 12, 2023

Presented By: Daryll Parker



Session Law 2017-138 (HB436)

- Section 1, Chapter 162A, Article 8
- SDF Defined By HB 436
 - Imposed on new development
 - Fund costs of water/sewer improvements (existing and planned)
 - “Necessitated by and attributable to such new development”

Fee Adoption Procedures

- Fee analysis prepared by a financial professional
 - Must employ “general accepted accounting, engineering, and planning methodologies”
 - CIP horizon of 5-20 years (incremental cost)
- Posted online for at least 45 days (public comment)
- Public Hearing
- Modifications to fee analysis, if needed
- Adopt fee by resolution or ordinance
- Update Analysis at least every 5 years

Methodology

- **Methods to calculate fee based on American Water Works Association (AWWA) M1 Manual**
 - **Buy-In**: Includes existing infrastructure that has been built and maintained
 - **Incremental/Marginal Cost**: Includes new facilities (capital improvement program or “CIP”) to be built to serve new growth
 - **Combined**: A blend of new and existing facilities

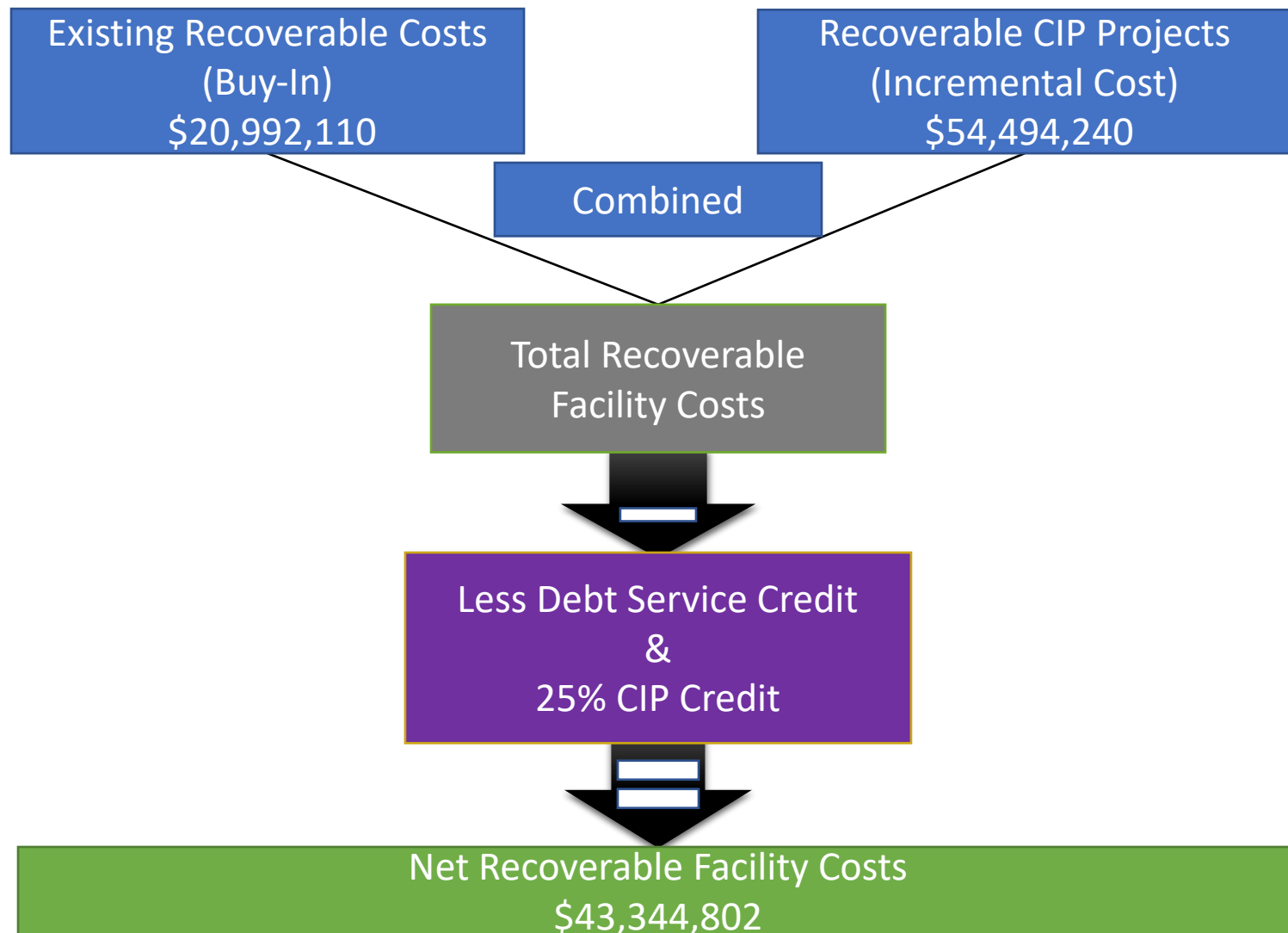
City's Recoverable Costs

Description	Recoverable Facilities		
	Water	Wastewater	Total
Existing Facilities:			
Treatment Facilities	\$ 0	\$12,566,005	\$12,566,005
Transmission Facilities	5,425,843	3,000,262	8,426,105
Subtotal	\$ 5,425,843	\$15,566,267	\$20,992,110
Capital Improvement Program:			
Treatment Facilities	\$ 0	\$21,678,683	\$21,678,683
Transmission Facilities	0	8,772,623	8,772,623
Subtotal	\$ 0	\$30,451,306	\$30,451,306
Combined Recoverable Costs:			
Treatment Facilities	\$ 0	\$34,244,688	\$34,244,688
Transmission Facilities	5,425,843	11,772,885	17,198,728
Total	\$ 5,425,843	\$46,017,573	\$51,443,416

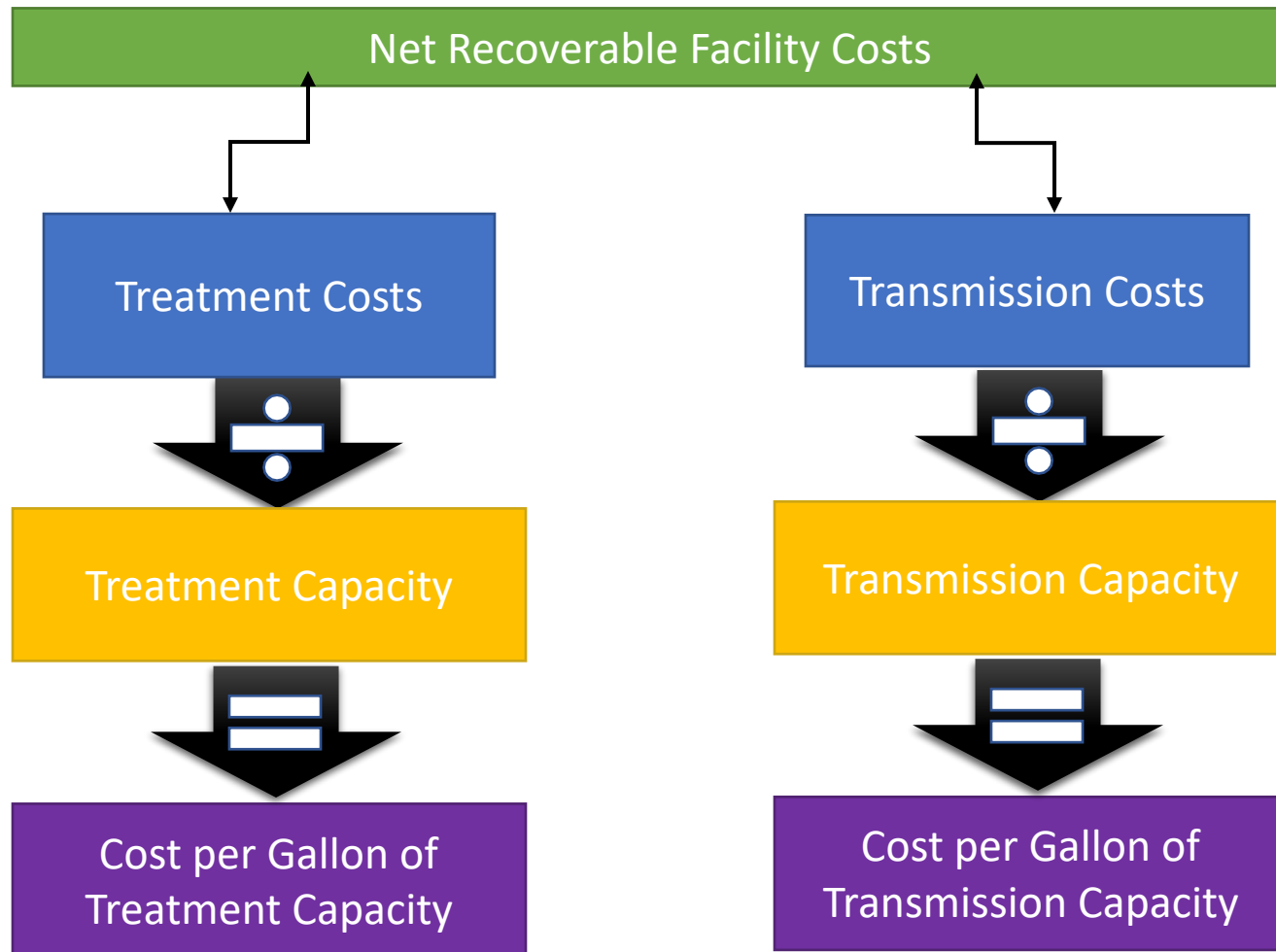
City's Net Recoverable Costs

Description	Net Recoverable Facilities		
	Water	Wastewater	Total
Combined Recoverable Costs:			
Treatment Facilities	\$ 0	\$34,244,688	\$34,244,688
Transmission Facilities	5,425,843	11,772,885	17,198,728
Subtotal	\$ 5,425,843	\$46,017,573	\$51,443,416
Less Combined Credits:			
Treatment Facilities	\$ 0	\$ (5,811,847)	\$ (5,811,847)
Transmission Facilities	0	(2,286,767)	(2,286,767)
Subtotal	\$ 0	\$ (8,098,614)	\$ (8,098,614)
Net Capital Costs:			
Treatment Facilities	\$ 0	\$28,432,841	\$28,432,841
Transmission Facilities	5,425,843	9,486,118	14,911,961
Net Recoverable Costs	\$ 5,425,843	\$37,918,959	\$43,344,802

Combined Method – Recoverable Costs



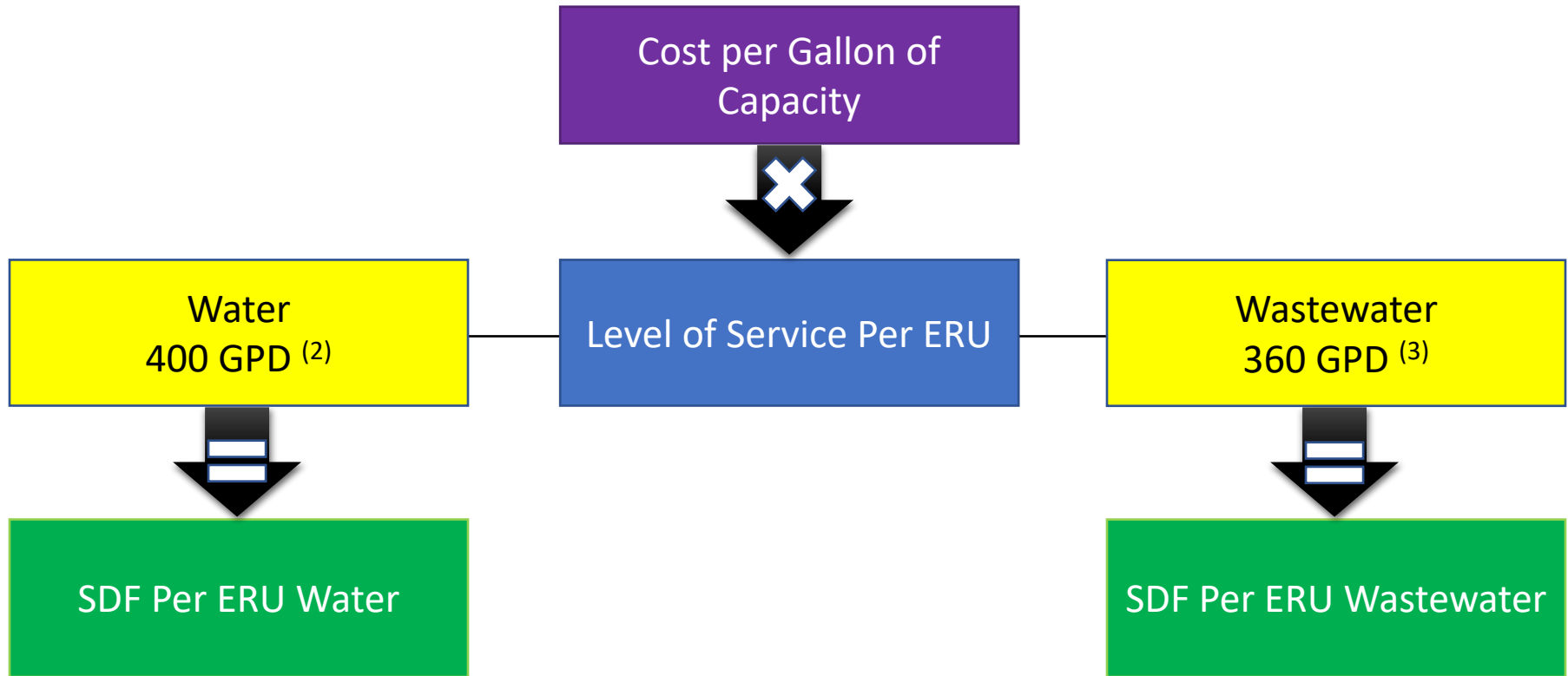
Methodology – Cost of Capacity



Cost Per Gallon of Capacity

Description	Cost Per Gallon of Capacity	
	Water	Wastewater
Net Capital Costs:		
Treatment Facilities	\$ 0	\$ 28,432,841
Transmission Facilities	5,425,843	9,486,118
Net Recoverable Costs	\$ 5,425,843	\$ 37,918,959
Estimated Capacity (MGD):		
Treatment Facilities	0.756	0.600
Transmission Facilities	1.134	1.200
Cost Per Gallon:		
Treatment Facilities	\$ 0.00	\$ 47.39
Transmission Facilities	4.78	7.91
Total	\$ 4.78	\$ 55.30

Methodology – SDF Per ERU (1)



(1) Equivalent Residential Unit

(2) In accordance with NC Administrative Code water flow standards

(3) Assumes 3 bedrooms applied to the State approved 120 gallons per day per bedroom for the City's wastewater planning and design purposes

Comparison of Fees Per ERU

Description	System Development Fee Per ERU		
	Existing	Calculated ⁽¹⁾	Difference
System Development Fees:			
Water	\$ 1,700	\$ 1,910	\$ 210
Wastewater	15,847	19,900	4,053
Total	\$ 17,547	\$ 21,810	\$ 4,263

(1) As rounded down

Proposed/Calculated SDFs – Flow Basis

Description	Unit	Fees by System		Combined	
		Water	Sewer		
Residential					
2 bedroom	Water - 400gpd, Sewer - 240gpd	\$ 1,910	\$ 13,267	\$ 15,177	
3 bedroom	Water - 400gpd, Sewer - 360gpd	\$ 1,910	\$ 19,900	\$ 21,810	
4 bedroom	Water - 528gpd, Sewer - 480gpd	\$ 2,521	\$ 26,534	\$ 29,055	
Type of Establishments					
Barber and beauty shops					
Barber Shops	per chair	\$ 239	\$ 2,764	\$ 3,003	
Beauty Shops	per booth or bowl	\$ 597	\$ 6,910	\$ 7,507	
Businesses, offices and factories					
General business and office facilities	per employee/shift	\$ 119	\$ 1,382	\$ 1,501	
Factories, excluding industrial waste	per employee/shift	\$ 119	\$ 1,382	\$ 1,501	
Factories or businesses with showers or food preparation	per employee/shift	\$ 167	\$ 1,935	\$ 2,102	
Warehouse	per loading bay	\$ 478	\$ 5,528	\$ 6,006	
Warehouse – self storage (not including caretaker residence)	per unit	\$ 5	\$ 55	\$ 60	
Churches					
Churches without kitchens, day care or camps	per seat	\$ 14	\$ 166	\$ 180	
Churches with kitchen	per seat	\$ 24	\$ 276	\$ 300	
Churches providing day care or camps	per person (child & employee)	\$ 119	\$ 1,382	\$ 1,501	
Fire, rescue and emergency response facilities					
Fire or rescue stations without on site staff	per person	\$ 119	\$ 1,382	\$ 1,501	
Fire or rescue stations with on-site staff	per person/shift	\$ 239	\$ 2,764	\$ 3,003	

Proposed/Calculated SDFs – Flow Basis (Cont.)

Description	Unit	Fees by System		Combined
		Water	Sewer	
Food and drink facilities				
Banquet, dining hall	per seat	\$ 143	\$ 1,658	\$ 1,801
Bars, cocktail lounges	per seat	\$ 96	\$ 1,106	\$ 1,202
Caterers	per 100 sq ft floor space	\$ 239	\$ 2,764	\$ 3,003
Restaurant, full Service	per seat	\$ 191	\$ 2,211	\$ 2,402
Restaurant, single service articles	per seat	\$ 96	\$ 1,106	\$ 1,202
Restaurant, drive-in	per car space	\$ 239	\$ 2,764	\$ 3,003
Restaurant, carry out only	per 100 sq ft floor space	\$ 239	\$ 2,764	\$ 3,003
Institutions, dining halls	per meal	\$ 24	\$ 276	\$ 300
Deli	per 100 sq ft floor space	\$ 191	\$ 2,211	\$ 2,402
Bakery	per 100 sq ft floor space	\$ 48	\$ 553	\$ 601
Meat department, butcher shop or fish market	per 100 sq ft floor space	\$ 358	\$ 4,146	\$ 4,504
Specialty food stand or kiosk	per 100 sq ft floor space	\$ 239	\$ 2,764	\$ 3,003
Hotels and Motels				
Hotels, motels and bed & breakfast facilities, without in-room cooking facilities	per room	\$ 573	\$ 6,633	\$ 7,206
Hotels and motels, with in-room cooking facilities	per room	\$ 836	\$ 9,674	\$ 10,510
Resort hotels	per room	\$ 955	\$ 11,056	\$ 12,011
Cottages, cabins	per unit	\$ 955	\$ 11,056	\$ 12,011
Self service laundry facilities	per machine	\$ 2,388	\$ 27,639	\$ 30,027
Medical, dental, veterinary facilities				
Medical or dental offices	per practitioner/shift	\$ 1,194	\$ 13,819	\$ 15,013
Veterinary offices (not including boarding)	per practitioner/shift	\$ 1,194	\$ 13,819	\$ 15,013
Veterinary hospitals, kennels, animal boarding facilities	per pen, cage, kennel or stall	\$ 96	\$ 1,106	\$ 1,202
Hospitals, medical	per bed	\$ 1,433	\$ 16,583	\$ 18,016
Hospitals, mental	per bed	\$ 716	\$ 8,292	\$ 9,008
Convalescent, nursing, rest homes without laundry facilities	per bed	\$ 287	\$ 3,317	\$ 3,604
Convalescent, nursing, rest homes with laundry facilities	per bed	\$ 573	\$ 6,633	\$ 7,206
Residential care facilities	per person	\$ 287	\$ 3,317	\$ 3,604

Proposed/Calculated SDFs – Flow Basis (Cont.)

Description	Unit	Fees by System		Combined
		Water	Sewer	
Parks, recreation, camp grounds, R-V parks and other outdoor activity facilities				
Campgrounds with comfort station, without water or sewer hookups	per campsite	\$ 358	\$ 4,146	\$ 4,504
Campgrounds with water and sewer hookups	per campsite	\$ 478	\$ 5,528	\$ 6,006
Campground dump station facility	per space	\$ 239	\$ 2,764	\$ 3,003
Construction, hunting or work camps with flush toilets	per person	\$ 287	\$ 3,317	\$ 3,604
Construction, hunting or work camps with chemicalor Portable toilets	per person	\$ 191	\$ 2,211	\$ 2,402
Parks with restroom facilities	per plumbing fixture	\$ 1,194	\$ 13,819	\$ 15,013
Summer camps without food preparation or laundry facilities	per person	\$ 143	\$ 1,658	\$ 1,801
Summer camps with food preparation and laundry facilities	per person	\$ 287	\$ 3,317	\$ 3,604
Swimming pools, bathhouses and spas	per person	\$ 48	\$ 553	\$ 601
Public access restrooms	per plumbing fixture	\$ 1,552	\$ 17,965	\$ 19,517
Schools, preschools and day care				
Day care and preschool facilities	per person (child & employee)	\$ 119	\$ 1,382	\$ 1,501
Schools with cafeteria, gym and showers	per student	\$ 72	\$ 829	\$ 901
Schools with cafeteria	per student	\$ 57	\$ 663	\$ 720
Schools without cafeteria, gym or showers	per student	\$ 48	\$ 553	\$ 601
Boarding schools	per person (student & employee)	\$ 287	\$ 3,317	\$ 3,604
Service stations, car wash facilities				
Service stations, gas stations	per plumbing fixture	\$ 1,194	\$ 13,819	\$ 15,013
Car wash facilities	per bay	\$ 5,730	\$ 66,333	\$ 72,063

Proposed/Calculated SDFs – Flow Basis (Cont.)

Description	Unit	Fees by System		Combined
		Water	Sewer	
Sports centers				
Bowling center	per lane	\$ 239	\$ 2,764	\$ 3,003
Fitness, exercise, karate or dance center	per 100 sq ft	\$ 239	\$ 2,764	\$ 3,003
Tennis, racquet ball	per court	\$ 239	\$ 2,764	\$ 3,003
Gymnasium	per 100 sq ft	\$ 239	\$ 2,764	\$ 3,003
Golf course with only minimal food service	per plumbing fixture	\$ 1,194	\$ 13,819	\$ 15,013
Country clubs	per member or patron	\$ 287	\$ 3,317	\$ 3,604
Mini golf, putt-putt	per plumbing fixture	\$ 1,194	\$ 13,819	\$ 15,013
Go-kart, motocross	per plumbing fixture	\$ 1,194	\$ 13,819	\$ 15,013
Batting cages, driving ranges	per plumbing fixture	\$ 1,194	\$ 13,819	\$ 15,013
Marinas without bathhouse	per slip	\$ 48	\$ 553	\$ 601
Marinas with bathhouse	per slip	\$ 143	\$ 1,658	\$ 1,801
Video game arcades, pool halls	per plumbing fixture	\$ 1,194	\$ 13,819	\$ 15,013
Stadiums, auditoriums, theaters, community centers	per seat	\$ 24	\$ 276	\$ 300
Stores, shopping centers, malls and flea markets				
Auto, boat, recreational vehicle dealerships/ showrooms with restrooms	per plumbing fixture	\$ 597	\$ 6,910	\$ 7,507
Convenience stores, with food preparation	per 100 sq ft	\$ 287	\$ 3,317	\$ 3,604
Convenience stores, without food preparation	per plumbing fixture	\$ 1,194	\$ 13,819	\$ 15,013
Flea markets	per stall	\$ 143	\$ 1,658	\$ 1,801
Shopping centers and malls with food service	per 1000 sq ft	\$ 621	\$ 7,186	\$ 7,807
Stores and shopping centers without food service	per 1000 sq ft	\$ 478	\$ 5,528	\$ 6,006
Transportation terminals – air, bus, train, ferry, port and dock	per passenger	\$ 24	\$ 276	\$ 300



Proposed/Calculated SDFs – Meter-Size Basis

Description	Meter Factor ⁽¹⁾	Proposed/Calculated Fees By Meter Size		
		Water	Wastewater	Total
Meter Size:				
5/8 x 3/4 Inch	1.00	\$ 1,910	\$ 19,900	\$ 21,810
1.0 Inch	2.50	\$ 4,775	\$ 49,750	\$ 54,525
1.5 Inch	5.00	\$ 9,550	\$ 99,500	\$ 109,050
2.0 Inch	8.00	\$ 15,280	\$ 159,200	\$ 174,480
3.0 Inch	16.00	\$ 30,560	\$ 318,400	\$ 348,960
4.0 Inch	25.00	\$ 47,750	\$ 497,500	\$ 545,250
6.0 Inch	50.00	\$ 95,500	\$ 995,000	\$ 1,090,500
8.0 Inch	80.00	\$ 152,800	\$ 1,592,000	\$ 1,744,800

(1) Meter-size equivalency factors established by the AWWA and identified in AWWA Standards C700, M1 and M22. Such factors are commonly applied consistently for both water and wastewater fee calculations.

Conclusion

Questions & Comments





CITY OF SOUTHPORT, NORTH CAROLINA

WATER & WASTEWATER SYSTEM DEVELOPMENT FEE STUDY – OCTOBER 2023



October 2, 2023

Bonnie Therrien
City Manager
City of Southport
1029 N. Howe St.
Southport, NC 28461

Subject: Water and Wastewater System Development Fee Study

Dear Ms. Therrien,

WILLDAN FINANCIAL SERVICES ("Willdan") is pleased to submit to the City of Southport, North Carolina (the "City") the Water and Wastewater System Development Fee Study report (the "Report") for your consideration. We have completed the analyses for the review and development of water and wastewater system development fees and have summarized the results herein.

	GENERAL
--	----------------

System Development Fees ("SDF" or "SDFs") and other comparable charges are often referred to by several terms including impact fees, capacity fees, system expansion fees, availability fees, connection fees, capacity reservation charges, facility fees, capital connection charges or other such terminology. In general, an SDF is a one-time charge implemented to recover (in whole or part) the costs associated with capital investments made by a utility system to make service available to future users of the system. Such capital costs include the construction of facilities as well as engineering, surveys, land, financing, legal and administrative costs. It has become customary practice for water and wastewater utility systems to implement SDF (or other similar charges) to establish a supplemental source of funding for future capital projects. This practice helps to mitigate the need for existing customers to pay for system expansions entirely through increased user rates.

	CRITERIA FOR SYSTEM DEVELOPMENT FEES
--	---

The purpose of an SDF is to assign, to the extent practical, growth-related capital costs to those customers responsible for such additional costs. To the extent that new population growth imposes identifiable additional capital costs to municipal services, equity and prudent financial practice necessitate the assignment of such costs to those customers or system users responsible for the additional costs rather than the existing user base. This practice has been labeled as "growth paying for growth" without placing the full cost burden on existing users.



It is important to note that an SDF is different than an assessment or tax. A special assessment is predicated upon an estimated increment in value to the property assessed by virtue of the improvement being constructed in the vicinity of the property. Further, the assessment must be directly and reasonably related to the benefit which the property receives. SDFs are not related to the value of the improvement to the property but rather to the usage of the facilities required by the property. Until the property is put to purpose (i.e., developed), there is no burden placed upon the servicing facilities and the land use may be entirely unrelated to the value of the assessment basis of the underlying land. With respect to a comparison to taxes, SDFs are distinguishable primarily in the direct relationship between the amount charged and the measurable quantity of public facilities required. In the case of taxation, there is no requirement that the payment be in proportion to the quantity of public services consumed, and funds received by a municipality from taxes can be expended for any legitimate public purpose.

LEGAL CONSIDERATIONS

Court Proceedings - General

Courts throughout the United States have found that capacity-related fees associated with new customer connections to utility systems are legal provided they meet a Rational Nexus Test. In accordance with common court rulings, the rational nexus test requires that certain conditions be met to incorporate a valid capacity-related fee. Typically, the court decisions have found that such fees are valid if the following standards are met:

1. The required payment should primarily benefit those who must pay it because they receive a special benefit or service by reason of improvements made with the proceeds.
2. Proceeds from the required SDF payments are dedicated solely to the capital improvement projects (i.e., proceeds are not placed in a general fund to be spent on ongoing expenses and maintenance, which characterizes a tax, but are set aside in a restricted reserve fund).
3. The revenue generated by the required payment should not exceed the cost of capital improvements to the system.
4. The required payments are imposed uniformly and equitably on all new customers based on their anticipated usage (i.e., a relationship between the fees paid and the benefits received).

In general, most courts have found that it is reasonable for utility systems to take steps to ensure that there are adequate funds for capital projects, and to set aside collected fees in a special account for that purpose.

Additionally, new customers are treated alike in that they all must pay a fee based on anticipated usage and/or potential demand. Finally, courts have reasoned that it is rational for a utility system



to prepare to pay for future capital projects and, while imposing a capacity-related fee may not be the only way to raise such funds, it is a reasonable and legitimate method of accruing funds.

Court Proceedings – North Carolina

In 1990, a precedent was set in the State of North Carolina in a decision by the United States Court of Appeals, Fourth District for the case of Shell Island Investment v. Town of Wrightsville Beach North Carolina (900 F.2d 255), regarding the right of the Town of Wrightsville Beach to impose utility system impact fees to fund the expansion of the water and sewer facilities. The Court of Appeals upheld the decision of the United States District Court for the Eastern District of North Carolina that the Town of Wrightsville Beach had “authority to impose impact and tap fees under the Public Enterprise statute and that no specific enabling legislation is necessary.”

Pursuant to the ruling of the District Court and the Court of Appeals, it was concluded that “despite the absence of any express authorization in the Public Enterprise Statute for municipalities to establish or increase utility fees in order to offset future capital improvements to their sewer and water infrastructures, general authority to do so is implicit in relevant state law, limited only by the requirement that any discrimination among users be not based on arbitrary or unreasonable classifications.”

Court Proceedings – Town of Carthage Case

On April 8, 2016, in the case of Quality Built Homes, Inc. v. Town of Carthage, (766 S.E. 2d 897) the North Carolina Court of Appeals held that the Town of Carthage possessed authority to charge “impact fees” for water and sewer services. However, on August 16, 2016, the North Carolina Supreme Court reversed the North Carolina Court of Appeals’ decision and held that the Town did not possess authority to charge impact fees for water and sewer services. Although there were many distinct factors influencing this decision, the result generated a significant amount of confusion and concern for governmental utility systems within the State.

House Bill 436

The General Assembly of North Carolina recently enacted House Bill 436, which included a general statute under Section 1, Chapter 162A, Article 8 for the development of “System Development Fees” (herein referred to as “Chapter 162A”) that impacts all governmental entities in North Carolina who currently assess fees for the recovery of capital costs associated with new development and system growth. As defined in Chapter 162A, a system development fee is a charge or assessment for service imposed with respect to new development to fund costs of capital improvements necessitated by and attributable to such new development, to recoup costs of existing facilities which serve such new development, or a combination of those costs. Based on requirements of Chapter 162A, the calculation of the SDFs, must employ generally accepted accounting, engineering, and planning methodologies. Defined methodologies include the buy-in method, incremental or marginal cost method, and combined cost method.

A brief description of each of these methods as defined in American Water Works Association Manual M1 is provided below.



- *Buy-in Method.* Based on the value of the existing system's capacity. Under this method, new development "buys" a proportionate share of capacity at the cost (value) of the existing facilities.
- *Incremental/Marginal Cost Method.* Based on the value or cost to expand the existing system's capacity. This method assigns to new development the incremental cost of future system expansion needed to serve new development.
- *Combined Cost Method.* Based on blended value of both the existing and expanded system capacity. This method uses a combination of the buy-in and incremental/marginal cost methods.

Chapter 162A allows a governmental unit to utilize any of the three methods described above depending on the availability of information from the governmental unit, i.e., a detailed listing of asset data (buy-in method) or a ten to twenty-year capital improvement plan (incremental method). The combined method includes both existing assets and future capital projects required to serve growth.

Chapter 162A states that an SDF shall be calculated based on a written analysis, which may constitute or be included in a capital plan, that:

1. Is prepared by a financial professional or a licensed professional engineer qualified by experience and training or education to employ generally accepted accounting, engineering, and planning methodologies to calculate system development fees for public water and sewer systems.
2. Documents in reasonable detail the facts and data used in the analysis and their sufficiency and reliability.
3. Employs generally accepted accounting, engineering, and planning methodologies, including the buy-in, incremental cost or marginal cost, and combined cost methods for each service, setting forth appropriate analysis as to the consideration and selection of a method appropriate to the circumstances and adapted as necessary to satisfy all requirements of this Article.
4. Documents and demonstrates the reliable application of the methodologies to the facts and data, including all reasoning, analysis, and interim calculations underlying each identifiable component of the system development fee and the aggregate thereof.
5. Identifies all assumptions and limiting conditions affecting the analysis and demonstrates that they do not materially undermine the reliability of conclusions reached.
6. Calculates a final system development fee per service unit of new development and includes an equivalency or conversion table for use in determining the fees applicable for various categories of demand.
7. Covers a planning horizon of not less than 5 years nor more than 20 years.
8. Is adopted by resolution or ordinance of the local governmental unit in accordance with G.S. 162A-209.
9. Uses the gallons per day per service unit that the local governmental unit applies to its water or sewer system engineering or planning purposes for water or sewer, as appropriate, in calculating the system development fee. (2017-138, s. 1; 2018-34, s. 1(a); 2021-76, s. 2.)



Further, Chapter 162A includes certain other minimum requirements as follows:

1. A system development fee shall not exceed that calculated based on the system development fee analysis.
2. Credits must be included no matter which methodology is used. A more detailed discussion on the applicable credits will be included in later sections of this Report.
3. A construction or contribution credit shall be given with respect to new development such that the governmental unit will credit the value of costs in excess of a development's proportionate share of connecting facilities required to be oversized for the use of others outside the development.

As such, this Report is intended to assess SDFs that meet the legal requirements set forth above to develop fees in accordance with Chapter 162A. The development of the proposed/calculated SDFs and applicable analysis assumptions are described throughout the remainder of the Report.

ADOPTION AND PERIODIC REVIEW OF SDF ANALYSIS

Upon completion of the SDF analysis, Chapter 162A sets forth certain criteria regarding the adoption and periodic review of SDFs. These include the following:

1. For not less than 45 days prior to consideration for adoption of the SDF analysis, the governmental unit shall post the analysis on its website and solicit and furnish a means to submit written comments which shall be considered by the preparer for potential modifications or revisions to the analysis.
2. Following expiration of the 45 days posting period, the governing body shall conduct a public hearing prior to considering adopting the analysis with any modifications.
3. The governmental unit shall publish the SDFs in its annual budget, rate plan or ordinance. Further, the SDF analysis shall be updated at least every five years.

EXISTING SYSTEM DEVELOPMENT FEES

The City currently imposes SDFs on new customers requiring water and/or wastewater utility service. The current fees are \$1,700 and \$15,847 for a three-bedroom residential dwelling unit, for water and wastewater, respectively. The fees are based on the Wastewater Design Flow Rates established by the State of North Carolina in accordance with the type of customer and their average daily flow rates. The current fees and fee structure were developed and adopted in accordance with the Chapter 162A requirements.



EXISTING TAP FEES

The City currently imposes tap fees to new customers connecting to the water and wastewater systems. However, it is important to note that such connection-related fees are different than the SDFs developed and proposed herein. The distinguishing characteristic is that the connection fees are established for the purpose of recovering the operating costs associated with performing the customer service act of physically making a new system connection (i.e., materials, labor, equipment, vehicles, etc.) SDFs, on the other hand, are established for the purpose of recovering the major capital costs incurred in making water and wastewater utility services available to the public. The SDFs calculated herein are intended to be in addition to the tap fees. As such, it is proposed that the existing connection fees continue to be imposed. It should be noted that, for the purpose of this Report, the existing connection fees are assumed to recover the costs associated with these items. A review of these fees in relation to actual costs incurred is beyond the scope of this Report.

EXISTING & PROJECTED CAPITAL FACILITIES

Existing Facilities – Buy-In Method

In considering the recovery of existing asset costs under the buy-in method, the general concept is that new customers “buy” a proportionate share of system capacity at the value of the existing facilities. It is important to note that while this methodology is labeled as *buy-in*, payment of an SDF does not transfer any ownership of the assets to the customer. Rather, such payment provides access to capacity at a status equal to that of existing customers of the system.

While there are asset valuation methods, a common approach is to value the existing assets at a replacement cost amount. According to the replacement cost method, the existing system components are valued at the estimated current cost of replacing the facilities. The analysis developed herein uses an approach referred to as Replacement Cost New Less Depreciation (RCNLD). Applying the RCNLD method, the original costs are escalated to current dollars using construction cost indices, and then the result is adjusted down for the accumulated depreciation, which is also adjusted by the construction cost indices. This approach results in a replacement cost valuation that reflects the remaining depreciable life of the facilities.

In performing the RCNLD analysis, the City provided a detailed listing of the current water and wastewater system facilities (the “Asset Listing”). The Asset Listing contained the original cost, the date placed in service and the accumulated depreciation for each asset. The replacement cost of each asset is estimated by using construction cost indices information contained in the Handy-Whitman Index of Public Utility Construction Costs for the South Atlantic Region. The Handy-Whitman Index calculates the cost trends for distinct types of utility construction, including water systems. Since much of the construction material and equipment is similar, the index is commonly applied to wastewater systems as well. The published indices are used by regulatory bodies,



operating entities, utility systems, service companies, valuation experts and insurance companies. The Handy-Whitman Index values are widely used to trend earlier valuations and original cost records to estimate replacement cost at prices prevailing at a certain date or to the present. While other construction cost indices are available, the Handy-Whitman Index is used in this analysis because it is specifically tailored to the utility industry.

After the replacement cost is calculated for each individual asset item, the adjusted accumulated depreciation is deducted for each asset item. The result is the RCNLD. The asset data and applicable recoverable cost allocations are provided in **Exhibit 1** at the end of this Report. The existing capital facilities and RCNLD calculations are summarized in **Table 1**.

TABLE 1 RCNLD OF EXISTING UTILITY ASSETS				
Description	Original Cost	Replacement Cost New	Accumulated Depreciation	RCNLD
Total Utility Assets:				
Utility System	\$ 20,836,351	\$ 51,572,150	\$(29,557,469)	\$ 22,014,681
Land	2,827,986	2,876,220	0	2,876,220
Vehicles	759,818	1,023,026	(892,634)	130,392
Equipment	794,364	1,766,024	(1,520,981)	245,043
Total	\$ 25,218,519	\$ 57,237,420	\$(31,971,084)	\$ 25,266,336

As provision for SDF analyses, the existing assets are categorized based on the major components of **Treatment** and **Transmission**. The treatment category includes any treatment plant facilities (water and/or wastewater) and accompanying supply and storage facilities (water only), as well as wastewater effluent disposal facilities. The transmission/collection category consists of major water mains, water pumping facilities, sewer lift stations and collection lines. Since the localized distribution and collection facilities are oftentimes contributed by developers or funded from other sources (i.e., assessments, direct customer payments, etc.), these facilities are not included for recovery through the SDFs. Additionally, a cost limit or threshold is set as a condition of inclusion of the asset items in the SDF calculation. Based on discussions with City staff, for the purposes of this analysis, the cost is set at \$100,000.

The cost limit assumes that any asset item that costs less than the limit amount is not a major facility that provides a system-wide benefit. A final adjustment was made to exclude certain asset items that were identified as projects that only restored existing capacity rather than provided system upgrades or additional system capacity (e.g., equipment, vehicles, etc.) The existing recoverable water and wastewater capital asset cost allocations included in the analysis are summarized in **Table 2**.



TABLE 2
ALLOCATION OF EXISTING RECOVERABLE FACILITIES

Description	RCNLD Included for Recovery		
	Water	Wastewater	Total
<u>Total Recoverable Assets:</u>			
Utility System	\$ 5,425,843	\$ 12,978,716	\$ 18,404,559
Land	0	2,587,551	2,587,551
Vehicles	0	0	0
Equipment	0	0	0
Total	\$ 5,425,843	\$ 15,566,267	\$ 20,992,110
<u>Allocation of Recoverable Assets:</u>			
Treatment Facilities	\$ 0	\$ 12,566,005	\$ 12,566,005
Transmission Facilities	5,425,843	3,000,262	8,426,105
Total	\$ 5,425,843	\$ 15,566,267	\$ 20,992,110

Capital Improvements Program – Incremental Cost Method

In considering the recovery of future asset costs under the incremental cost method, the general concept is to assign to new development the incremental cost of future system expansion needed to serve the new development. When using this method, Chapter 162A requires a minimum 5-year capital improvements program (“CIP”) that identifies the costs associated with new capacity and the timing of the expenditures. It is also important to consider the planned funding sources for the projects identified in the CIP. For example, projects that are funded from grants or developer contributions are excluded from the SDF calculation since these are costs that are not incurred by the utility.

The SDFs developed herein utilize the incremental cost method and therefore include future capital improvement projects and their applicable additions to system capacity. The CIP for fiscal years 2024 - 2033 is provided in **Exhibit 2**. Like the rationale for excluding certain existing assets from recovery through SDFs, the CIP project costs included for capital recovery in the analysis consist of only those projects associated with system-wide upgrades or expansions. As such, projects related to general maintenance (i.e., renewal and replacement of existing facilities) or localized facilities that benefit only certain customers are excluded from recovery through the SDFs. The CIP and resulting identification of assumed growth-related projects (i.e., project costs recoverable from SDFs) are provided in **Exhibit 3**. The Exhibit also provides a summary allocation of the recoverable costs between the treatment and transmission components. The projected growth-related projects and capital costs included in the analysis are summarized in **Table 3**.



TABLE 3
SUMMARY OF THE CIP & RECOVERABLE CAPITAL COSTS

Description	Total CIP	Excluded Capital	Recoverable Capital
<u>Water:</u>			
Treatment Facilities	\$ 0	\$ 0	\$ 0
Transmission Facilities	0	0	0
Other Facilities	0	0	0
Total	\$ 0	\$ 0	\$ 0
<u>Wastewater:</u>			
Treatment Facilities	\$ 21,678,683	\$ 0	\$ 21,678,683
Transmission Facilities	32,815,557	24,042,934	8,772,623
Other Facilities	0	0	0
Total	\$ 54,494,240	\$ 24,042,934	\$ 30,451,306
<u>Combined:</u>			
Treatment Facilities	\$ 21,678,683	\$ 0	\$ 21,678,683
Transmission Facilities	32,815,557	24,042,934	8,772,623
Other Facilities	0	0	0
Total	\$ 54,494,240	\$ 24,042,934	\$ 30,451,306

Total Facilities – Combined Method

The analysis developed herein for calculation of the SDFs proposes the combined method. As the name implies, the combined method includes the cost/value of both the existing facilities currently providing service, as well as the planned facilities required to perpetuate or expand service. This method assumes that the utility has capacity within the existing system sufficient to serve near-term growth but will require additional capacity to meet future growth needs. Using this method, new customers pay an SDF that reflects the value of both existing and planned capacity. The combined system costs included for recovery are summarized in **Table 4**.



TABLE 4
SUMMARY OF COMBINED RECOVERABLE FACILITIES

Description	Recoverable Facilities		
	Water	Wastewater	Total
Existing Facilities:			
Treatment Facilities	\$ 0	\$ 12,566,005	\$ 12,566,005
Transmission Facilities	5,425,843	3,000,262	8,426,105
Subtotal	\$ 5,425,843	\$ 15,566,267	\$ 20,992,110
Capital Improvement Program:			
Treatment Facilities	\$ 0	\$ 21,678,683	\$ 21,678,683
Transmission Facilities	0	8,772,623	8,772,623
Subtotal	\$ 0	\$ 30,451,306	\$ 30,451,306
Combined Recoverable Costs:			
Treatment Facilities	\$ 0	\$ 34,244,688	\$ 34,244,688
Transmission Facilities	5,425,843	11,772,885	17,198,728
Total	\$ 5,425,843	\$ 46,017,573	\$ 51,443,416

SDF CALCULATION CREDITS

It is common practice for utilities to fund major capital improvements and expansion projects with debt (i.e., bond issues). Typically, debt service payments associated with bond issues are recovered through the monthly user rates and charges applied to all system customers, as well as from other available revenue sources (including SDFs). To mitigate the potential for new customers to pay twice for capital facilities (i.e., paying an SDF for facilities that may have been debt funded, and then paying for debt service in their monthly user rates), the SDF analysis developed herein includes a debt service credit to the existing facilities (buy-in method). The credit on the existing facilities is equal to the outstanding principal remaining on all utility-related debt. The debt service credit amount for the existing facilities is allocated between water and wastewater based on information provided by staff related to the capital projects that were funded from proceeds of each individual debt instrument.

In addition to the credit on the existing facilities, the analysis developed herein applies a credit to the planned future facilities provided in the CIP (incremental cost method). The credit for the future facilities is equal to 25% of the recoverable CIP, which meets the requirements of Chapter 162A. A summary of the combined recoverable capital facilities as adjusted for the applicable credits is provided in **Table 5**.



TABLE 5
SUMMARY OF NET RECOVERABLE FACILITIES

Description	Net Recoverable Facilities		
	Water	Wastewater	Total
Combined Recoverable Costs:			
Treatment Facilities	\$ 0	\$ 34,244,688	\$ 34,244,688
Transmission Facilities	5,425,843	11,772,885	17,198,728
Subtotal	\$ 5,425,843	\$ 46,017,573	\$ 51,443,416
Less Combined Credits:			
Treatment Facilities	\$ 0	\$ (5,811,847)	\$ (5,811,847)
Transmission Facilities	0	(2,286,767)	(2,286,767)
Subtotal	\$ 0	\$ (8,098,614)	\$ (8,098,614)
Net Capital Costs:			
Treatment Facilities	\$ 0	\$ 28,432,841	\$ 28,432,841
Transmission Facilities	5,425,843	9,486,118	14,911,961
Net Recoverable Costs	\$ 5,425,843	\$ 37,918,959	\$ 43,344,802

SYSTEM CAPACITIES

As previously addressed, the purpose of the SDF is to have new customers pay for their proportionate share of system capacity. This concept implies that the fee is based on a unit cost of capacity. To apply a fee based on the unit cost of capacity, it is necessary to identify the capacities of the facilities for which cost recovery is assigned. As such, the methodology applied herein relies upon identifying the water and wastewater treatment capacities as well as estimating the capacities of the major transmission facilities. Due to the regulatory and design requirements for water and wastewater treatment plants, the capacity of treatment facilities is typically well documented. However, the volumetric capacity of the major transmission facilities is often more difficult to determine. For this reason, in performing an analysis of this nature, the assumed capacity of the transmission facilities is commonly based on a factor of the associated treatment capacities. In developing the estimated amount of capacity for each respective category, the analysis relies on information provided by the City, as well as assumptions based on common industry standards.

Water Treatment

Based on information provided by staff, the City has access to a contract maximum water treatment capacity of 1.418 MGD (million gallons per day) from Brunswick County, NC (the “County”). While the flow capacity is provided in terms of the maximum daily flow amount, the development



and application of SDFs are based on average flow requirements. As such, it is necessary to convert the maximum daily flow (MDF) capacity to an estimated average daily flow (ADF) capacity. In accordance with general industry standards and discussions with staff, it is assumed herein that the rated MDF is approximately 1.50 times the available capacity on an ADF basis. Applying this factor to the rated capacity for the water treatment facilities results in an average daily flow capacity of 0.945 MGD. An additional adjustment is made based on the assumed amount of unaccounted-for water (i.e., system flushing and backwashing, testing, line loss, etc.) The unaccounted-for water reduces the amount of capacity available to existing and future customers. Based on discussions with staff, the analysis performed herein assumes an average loss factor of 20.0% to adjust for the unaccounted-for water flows. This final adjustment results in an assumed average daily treatment plant capacity of 0.756 MGD (see **Exhibit 4**).

Water Transmission

Unlike treatment facilities, the capacity information for major transmission facilities is extremely difficult to determine and quantify. Such transmission capacity estimates are typically not even developed in engineering documents such as master plans or Consulting Engineer's Reports. Based on discussions with staff, it is assumed that the existing transmission facilities can provide water flow equal to the existing max-day treatment capacity previously addressed. Like the adjustment for treatment, a 20.0% loss adjustment is made to the transmission facilities resulting in an adjusted capacity of 1.134 MGD (see **Exhibit 4**).

Wastewater Treatment

Due to the regulatory and design requirements for wastewater treatment plants, the capacity of treatment facilities is frequently well documented. The wastewater treatment facilities are designed and permitted in accordance with published hydraulic standards adopted by Section 15A NCAC 02T .0114 of the North Carolina Administrative Code regulations. The City currently leases 0.750 MGD of treatment capacity in the West Brunswick Regional Wastewater System (the "West System") owned and operated by the County. In accordance with an agreement between the City and County on November 2, 2020, rather than continuing to lease capacity, the City will become a participant in the West System along with the Towns of Holden Beach, Oak Island, and Shallotte for guaranteed capacity in the System. The WWTP expansion project in the CIP represents the cost of the City's 0.750 MGD share of the West System.

Unlike the application for water, due to the nature of the operations, the wastewater treatment capacity is permitted at average daily flow levels. As such, it is not necessary to convert the capacity. However, as with the unaccounted-for flows in the water system, wastewater systems are impacted by inflow and infiltration (I&I) into the wastewater collection facilities. The impact of I&I reduces the level of capacity that is available for use by existing and future system customers. Pursuant to discussions with staff, the combined wastewater treatment capacity is adjusted for an assumed I&I impact of 20.0%, resulting in an adjusted average daily treatment capacity of 0.600 MGD (see **Exhibit 5**).



Wastewater Transmission

Like the discussion provided above for the determination of water transmission capacity, it is difficult to identify the capacity of the wastewater transmission facilities. Although an exact capacity number is challenging to determine, for the purpose of this analysis it is assumed that the wastewater trunk lines and pumping facilities are designed to provide capacity at least equal to 2.00 times the existing treatment capacity, or 1.500 MGD. Like the adjustment for treatment, a 20.0% I&I adjustment is made to the transmission facilities resulting in a combined adjusted capacity of 1.200 MGD (see **Exhibit 5**).

DEVELOPMENT OF SDFs

The methodology utilized herein for developing the water and wastewater SDFs relies upon the cost of major system facilities as well as the existing and expanded system capacities to calculate an estimated cost per unit (gallon) of capacity. Based on this methodology, the facilities have a unit cost of \$4.78 and \$55.30 per gallon of capacity (combined treatment and transmission) for water and wastewater, respectively.

In developing the SDFs, the unit costs per gallon of capacity are applied to a common Level of Service (LOS) standard to establish the applicable fee per Equivalent Residential Unit (ERU). For purposes of applying the LOS, an ERU is representative of a single-family residential dwelling unit receiving water service from a 5/8 x 3/4-inch metered connection and discharging normal domestic-strength wastewater through a comparably sized sewer connection. Based on common industry standards for the development and application of capacity-related charges, a typical residential water connection is widely assumed to require average service availability in the range of 350 to 450 gallons per day (gpd) of system capacity. The State of North Carolina (the "State") has established flow standards for purposes of planning and engineering design. In accordance with daily water flow capacity design standards defined in the North Carolina Administrative Codes (15A NCAC 18C .0409), the level of service requirement for a residential connection is 400 gpd. In accordance with the State codes, the City's existing methodology applies 400 gpd of water system capacity as the standard level of service requirement for 1 ERU.

Like the water system, the SDFs for wastewater are to be applied on an ERU basis such that 1 ERU is equal to the estimated capacity requirements for a typical single family residential connection with a 5/8-inch X 3/4-inch water meter. In accordance with wastewater flow design standards adopted by the State and defined by the North Carolina Administrative Codes (15A NCAC 02T .0114), the level of service requirement is based on 120 gallons of capacity per day per bedroom for a residential home. In accordance with the City's existing methodology, the analysis developed herein assumes that the standard is three bedrooms. The resulting standard LOS is 360 gpd of wastewater system capacity per ERU.

Applying the average day LOS amounts to the estimated unit costs per gallon of capacity results in the proposed/calculated water and wastewater SDFs of \$1,910 and \$19,900, respectively, as



rounded down, for a typical single-family residential connection (i.e., per ERU). The development of the water and wastewater SDFs is detailed in **Exhibits 4** and **5**, respectively. A summary of the existing and proposed/calculated SDFs for a new residential connection is provided in **Table 6**.

TABLE 6 COMPARISON OF SDFs PER ERU			
Description	System Development Fee Per ERU		
	Existing	Calculated	Difference
System Development Fees:			
Water	\$ 1,700	\$ 1,910	\$ 210
Wastewater	15,847	19,900	4,053
Total	\$ 17,547	\$ 21,810	\$ 4,263

APPLICATION OF SDFs

As previously addressed, the City imposes SDFs on new customers based on the Wastewater Design Flow Rates established by the State of North Carolina in accordance with the type of customer and their average daily flow rates. The proposed/calculated water and wastewater SDFs for the various customers are provided in **Exhibit 6** and summarized in **Table 7**.



TABLE 7
PROPOSED/CALCULATED SYSTEM DEVELOPMENT FEES

Description	Unit	Fees by System		Combined
		Water	Sewer	
Existing Residential				
2 bedroom	Water - 400gpd, Sewer - 240gpd	\$ 1,700	\$ 10,565	\$ 12,265
3 bedroom	Water - 400gpd, Sewer - 360gpd	\$ 1,700	\$ 15,847	\$ 17,547
4 bedroom	Water - 528gpd, Sewer - 480gpd	\$ 2,244	\$ 21,130	\$ 23,374
Proposed/Calculated - Residential				
2 bedroom	Water - 400gpd, Sewer - 240gpd	\$ 1,910	\$ 13,267	\$ 15,177
3 bedroom	Water - 400gpd, Sewer - 360gpd	\$ 1,910	\$ 19,900	\$ 21,810
4 bedroom	Water - 528gpd, Sewer - 480gpd	\$ 2,521	\$ 26,534	\$ 29,055
Type of Establishments				
Barber and beauty shops				
Barber Shops	per chair	\$ 239	\$ 2,764	\$ 3,003
Beauty Shops	per booth or bowl	\$ 597	\$ 6,910	\$ 7,507
Businesses, offices and factories				
General business and office facilities	per employee/shift	\$ 119	\$ 1,382	\$ 1,501
Factories, excluding industrial waste	per employee/shift	\$ 119	\$ 1,382	\$ 1,501
Factories or businesses with showers or food preparation	per employee/shift	\$ 167	\$ 1,935	\$ 2,102
Warehouse	per loading bay	\$ 478	\$ 5,528	\$ 6,006
Warehouse – self storage (not including caretaker residence)	per unit	\$ 5	\$ 55	\$ 60
Churches				
Churches without kitchens, day care or camps	per seat	\$ 14	\$ 166	\$ 180
Churches with kitchen	per seat	\$ 24	\$ 276	\$ 300
Churches providing day care or camps	per person (child & employee)	\$ 119	\$ 1,382	\$ 1,501
Fire, rescue and emergency response facilities				
Fire or rescue stations without on site staff	per person	\$ 119	\$ 1,382	\$ 1,501
Fire or rescue stations with on-site staff	per person/shift	\$ 239	\$ 2,764	\$ 3,003
Food and drink facilities				
Banquet, dining hall	per seat	\$ 143	\$ 1,658	\$ 1,801
Bars, cocktail lounges	per seat	\$ 96	\$ 1,106	\$ 1,202
Caterers	per 100 sq ft floor space	\$ 239	\$ 2,764	\$ 3,003
Restaurant, full Service	per seat	\$ 191	\$ 2,211	\$ 2,402
Restaurant, single service articles	per seat	\$ 96	\$ 1,106	\$ 1,202
Restaurant, drive-in	per car space	\$ 239	\$ 2,764	\$ 3,003
Restaurant, carry out only	per 100 sq ft floor space	\$ 239	\$ 2,764	\$ 3,003
Institutions, dining halls	per meal	\$ 24	\$ 276	\$ 300
Deli	per 100 sq ft floor space	\$ 191	\$ 2,211	\$ 2,402
Bakery	per 100 sq ft floor space	\$ 48	\$ 553	\$ 601
Meat department, butcher shop or fish market	per 100 sq ft floor space	\$ 358	\$ 4,146	\$ 4,504
Specialty food stand or kiosk	per 100 sq ft floor space	\$ 239	\$ 2,764	\$ 3,003
Hotels and Motels				
Hotels, motels and bed & breakfast facilities, without in-room cooking facilities	per room	\$ 573	\$ 6,633	\$ 7,206
Hotels and motels, with in-room cooking facilities	per room	\$ 836	\$ 9,674	\$ 10,510
Resort hotels	per room	\$ 955	\$ 11,056	\$ 12,011
Cottages, cabins	per unit	\$ 955	\$ 11,056	\$ 12,011
Self service laundry facilities	per machine	\$ 2,388	\$ 27,639	\$ 30,027
Medical, dental, veterinary facilities				
Medical or dental offices	per practitioner/shift	\$ 1,194	\$ 13,819	\$ 15,013
Veterinary offices (not including boarding)	per practitioner/shift	\$ 1,194	\$ 13,819	\$ 15,013
Veterinary hospitals, kennels, animal boarding facilities	per pen, cage, kennel or stall	\$ 96	\$ 1,106	\$ 1,202
Hospitals, medical	per bed	\$ 1,433	\$ 16,583	\$ 18,016
Hospitals, mental	per bed	\$ 716	\$ 8,292	\$ 9,008
Convalescent, nursing, rest homes without laundry facilities	per bed	\$ 287	\$ 3,317	\$ 3,604
Convalescent, nursing, rest homes with laundry facilities	per bed	\$ 573	\$ 6,633	\$ 7,206
Residential care facilities	per person	\$ 287	\$ 3,317	\$ 3,604



TABLE 7
PROPOSED/CALCULATED SYSTEM DEVELOPMENT FEES (CONT.)

Description	Unit	Fees by System		Combined
		Water	Sewer	
Parks, recreation, camp grounds, R-V parks and other outdoor activity facilities				
Campgrounds with comfort station, without water or sewer hookups	per campsite	\$ 358	\$ 4,146	\$ 4,504
Campgrounds with water and sewer hookups	per campsite	\$ 478	\$ 5,528	\$ 6,006
Campground dump station facility	per space	\$ 239	\$ 2,764	\$ 3,003
Construction, hunting or work camps with flush toilets	per person	\$ 287	\$ 3,317	\$ 3,604
Construction, hunting or work camps with chemicalor				
Portable toilets	per person	\$ 191	\$ 2,211	\$ 2,402
Parks with restroom facilities	per plumbing fixture	\$ 1,194	\$ 13,819	\$ 15,013
Summer camps without food preparation or laundry facilities	per person	\$ 143	\$ 1,658	\$ 1,801
Summer camps with food preparation and laundry facilities	per person	\$ 287	\$ 3,317	\$ 3,604
Swimming pools, bathhouses and spas	per person	\$ 48	\$ 553	\$ 601
Public access restrooms	per plumbing fixture	\$ 1,552	\$ 17,965	\$ 19,517
Schools, preschools and day care				
Day care and preschool facilities	per person (child & employee)	\$ 119	\$ 1,382	\$ 1,501
Schools with cafeteria, gym and showers	per student	\$ 72	\$ 829	\$ 901
Schools with cafeteria	per student	\$ 57	\$ 663	\$ 720
Schools without cafeteria, gym or showers	per student	\$ 48	\$ 553	\$ 601
Boarding schools	per person (student & employee)	\$ 287	\$ 3,317	\$ 3,604
Service stations, car wash facilities				
Service stations, gas stations	per plumbing fixture	\$ 1,194	\$ 13,819	\$ 15,013
Car wash facilities	per bay	\$ 5,730	\$ 66,333	\$ 72,063
Sports centers				
Bowling center	per lane	\$ 239	\$ 2,764	\$ 3,003
Fitness, exercise, karate or dance center	per 100 sq ft	\$ 239	\$ 2,764	\$ 3,003
Tennis, racquet ball	per court	\$ 239	\$ 2,764	\$ 3,003
Gymnasium	per 100 sq ft	\$ 239	\$ 2,764	\$ 3,003
Golf course with only minimal food service	per plumbing fixture	\$ 1,194	\$ 13,819	\$ 15,013
Country clubs	per member or patron	\$ 287	\$ 3,317	\$ 3,604
Mini golf, putt-putt	per plumbing fixture	\$ 1,194	\$ 13,819	\$ 15,013
Go-kart, motocross	per plumbing fixture	\$ 1,194	\$ 13,819	\$ 15,013
Batting cages, driving ranges	per plumbing fixture	\$ 1,194	\$ 13,819	\$ 15,013
Marinas without bathhouse	per slip	\$ 48	\$ 553	\$ 601
Marinas with bathhouse	per slip	\$ 143	\$ 1,658	\$ 1,801
Video game arcades, pool halls	per plumbing fixture	\$ 1,194	\$ 13,819	\$ 15,013
Stadiums, auditoriums, theaters, community centers	per seat	\$ 24	\$ 276	\$ 300
Stores, shopping centers, malls and flea markets				
Auto, boat, recreational vehicle dealerships/showrooms with restrooms	per plumbing fixture	\$ 597	\$ 6,910	\$ 7,507
Convenience stores, with food preparation	per 100 sq ft	\$ 287	\$ 3,317	\$ 3,604
Convenience stores, without food preparation	per plumbing fixture	\$ 1,194	\$ 13,819	\$ 15,013
Flea markets	per stall	\$ 143	\$ 1,658	\$ 1,801
Shopping centers and malls with food service	per 1000 sq ft	\$ 621	\$ 7,186	\$ 7,807
Stores and shopping centers without food service	per 1000 sq ft	\$ 478	\$ 5,528	\$ 6,006
Transportation terminals – air, bus, train, ferry, port and dock	per passenger	\$ 24	\$ 276	\$ 300

It is not suggested the City change its current methodology for calculating the SDFs applied to non-residential customers. However, this Report considers a potentially more administratively efficient fee structure. It is common practice in the utility industry to charge capacity-related fees



based upon the size of the water meter. The concept is that the meter size is directly correlated to the potential demand a customer can place on the system. With a meter-based fee structure, one ERU is equal to the average anticipated flow for a single-family dwelling unit with a standard 5/8 x 3/4-inch water meter. New connections with larger water meters have the potential of placing more demand on the system (i.e., require more capacity) and are assessed ERU factors accordingly. The methodology for incrementing the fees for larger connection sizes is based on standardized demand criteria established by the American Water Works Association (AWWA) and the Water Environment Federation (WEF) pursuant to the size of the water meter. Utilizing the AWWA/WEF demand criteria, the applicable ERU factors for larger water meters are based on the incremental increase in potential demand as compared to the standard meter size. If the Town chooses to go this direction, the meter-based fees displayed below utilize the AWWA/WEF meter equivalency methodology. Since wastewater flow is generally a direct function of water flow, applying the water and wastewater SDFs based upon the size of the water meter is equitable, administratively efficient, and consistent with industry standards. The applicable meter-based fees are summarized in **Exhibit 7** and summarized in **Table 8**.

TABLE 8 METER-BASED SYSTEM DEVELOPMENT FEES				
Description	Meter Factor ⁽¹⁾	Proposed/Calculated Fees By Meter Size		
		Water	Wastewater	Total
Meter Size:				
5/8 x 3/4 Inch	1.00	\$ 1,910	\$ 19,900	\$ 21,810
1.0 Inch	2.50	\$ 4,775	\$ 49,750	\$ 54,525
1.5 Inch	5.00	\$ 9,550	\$ 99,500	\$ 109,050
2.0 Inch	8.00	\$ 15,280	\$ 159,200	\$ 174,480
3.0 Inch	16.00	\$ 30,560	\$ 318,400	\$ 348,960
4.0 Inch	25.00	\$ 47,750	\$ 497,500	\$ 545,250
6.0 Inch	50.00	\$ 95,500	\$ 995,000	\$ 1,090,500
8.0 Inch	80.00	\$ 152,800	\$ 1,592,000	\$ 1,744,800
(1) Meter-size equivalency factors established by the AWWA and identified in AWWA Standards C700, M1 and M22. Such factors are commonly applied consistently for both water and wastewater fee calculations.				

In situations where the application of the meter-based fees will result in the collection of fees significantly different than the potential demand requirement of a new customer requesting service, a special calculation methodology may be applied at the discretion of the City's Public Works Department. For such situations, it is important for the utility to have the flexibility to utilize an ERU methodology for individual accounts based on specific capacity requirements. This alternative methodology is to apply the calculated unit costs per gallon of capacity as provided in **Exhibit 7** times the capacity requirement for the customer. This type of situation will be uncommon and will typically only involve larger commercial and industrial connections. It is



anticipated that, in such situations, the City will require certified engineering documentation defining the capacity utilization needs for the new customer.

GENERAL ASSUMPTIONS AND CONSIDERATIONS

In the preparation of this Report, certain information has been used and relied upon that was provided to Willdan by other entities. Such information includes, but is not limited to, audited financial statements, annual operating budgets, capital information, asset listings, cost data, system capacities, fee schedules for other utilities, and other information provided during the study. While the sources and applicable information are believed to be reliable, no independent verification of the information has been made and no assurances are offered with respect to the accuracy of the applicable information. To the extent that information used to develop the assumptions applied in the Report differs from actual results, the analyses developed herein could be impacted accordingly.

CONCLUSIONS

This study has found a need for the City to maintain a mechanism for recovering the capital costs associated with system growth and expansion. Based on the reviews, analyses and assumptions provided herein, it is concluded that:

1. The application of capital recovery fees for new system connections is becoming more common for public utility systems in North Carolina. As growth continues to impact the region, and as state and federal funding programs are reduced or eliminated, it is prudent management practice to adopt mechanisms to recover capital costs incurred by the utility for making service available to future customers.
2. Through Chapter 162A, the North Carolina legislature has found that it is prudent to require new customers to bear a portion of the costs of current capacity and future expansions their presence will demand. It should be noted that Willdan is not attempting to issue a legal opinion regarding Chapter 162A or any court proceedings leading to the enactment of Chapter 162A. The summary discussion of the bill and any prior court rulings is intended for informational purposes only. Any questions regarding the legal consideration provided herein should be directed to the City's legal counsel.
3. The SDFs developed herein are equitable and provide for reasonable recovery of the capital costs associated with providing service to new customers.
4. The SDFs developed herein are calculated in accordance with the requirements of Chapter 162A and utilize methodologies that are consistent with industry standards.



5. The calculated SDFs are based on a listing of existing system assets as provided by the City, as well as the multi-year capital improvement plan adopted by the City.
6. The water and wastewater LOS standards proposed herein for establishing an ERU basis are based on flow standards approved by the State of North Carolina and utilized by the City for system planning and design purposes and are consistent with common industry standards.
7. The City currently imposes tap fees and other related operational charges for new customer connections. Since these other charges are intended to recover operating costs for providing incident-specific services, the SDFs developed herein will have no impact on the level or application methodology for these other connection-related fees.



RECOMMENDATIONS

Based on the reviews, analyses and assumptions discussed herein, as well as the resulting conclusions provided above, it is respectfully recommended that the City:

1. Adopt the calculated SDFs and application methodology as developed in this Report, or other such SDF amounts as determined appropriate by the City but not to exceed the fee amounts calculated herein.
2. Enact the new SDFs to become effective on December 1, 2023, or other such date as determined appropriate by the City Council.
3. Readdress the SDF study within the next 5 years, or at such times as future capital budgets are developed and additional capital costs are incurred that may result in material adjustments to the SDF as adopted.

We appreciate the opportunity to be of service to the City in this matter. In addition, we would like to thank you and the other members of the City staff for the valuable assistance and cooperation provided during the preparation of the Report. We look forward to collaborating with you on future projects and continuing a successful professional relationship.

Respectfully Yours,

WILLDAN FINANCIAL SERVICES.

A handwritten signature in blue ink that reads "Daryll B. Parker".

Daryll B. Parker
Principal Consultant

EXHIBITS 1 - 7

SUPPORTING OUTPUT FOR THE WATER & WASTEWATER SDF STUDY



**WATER & WASTEWATER SDF STUDY FOR
THE CITY OF SOUTHPORT, NORTH CAROLINA**

Prepared by Willdan Financial Services



Exhibit 1
System Development Fee Analysis
Existing Capital Costs Recoverable From SDFs
Water & Wastewater Systems

Line	Description	Original Cost	Replacement Cost New	Accumulated Depreciation	RCNLD
WATER ASSETS					
Water Assets by Category:					
1	Utility System	\$ 7,378,631	\$ 23,397,181	\$ (15,517,274)	\$ 7,879,907
2	Land	29,194	77,429	0	77,429
3	Vehicles	328,448	345,813	(267,881)	77,932
4	Equipment	639,840	1,435,502	(1,229,988)	205,514
5	Total	\$ 8,376,113	\$ 25,255,925	\$ (17,015,143)	\$ 8,240,782
Adjusted For Assumed Cost Limit (\$):					
6	Utility System	\$ 4,631,603	\$ 17,099,538	\$ (11,673,695)	\$ 5,425,843
7	Land	0	0	0	0
8	Vehicles	54,145	84,466	(46,456)	38,010
9	Equipment	0	0	0	0
10	Total	\$ 4,685,748	\$ 17,184,004	\$ (11,720,151)	\$ 5,463,853
WASTEWATER ASSETS					
Wastewater Assets by Category:					
11	Utility System	\$ 13,457,720	\$ 28,174,969	\$ (14,040,195)	\$ 14,134,774
12	Land	2,798,792	2,798,791	0	2,798,791
13	Vehicles	431,370	677,213	(624,753)	52,460
14	Equipment	154,524	330,522	(290,993)	39,529
15	Total	\$ 16,842,406	\$ 31,981,495	\$ (14,955,941)	\$ 17,025,554
Adjusted For Assumed Cost Limit (\$):					
16	Utility System	\$ 11,907,134	\$ 26,137,771	\$ (13,159,055)	\$ 12,978,716
17	Land	2,587,551	2,587,551	0	2,587,551
18	Vehicles	203,386	484,433	(446,423)	38,010
19	Equipment	0	0	0	0
20	Total	\$ 14,698,071	\$ 29,209,755	\$ (13,605,478)	\$ 15,604,277

Exhibit 1
System Development Fee Analysis
Existing Capital Costs Recoverable From SDFs
Water & Wastewater Systems

Line	Description	Original Cost	Replacement Cost New	Accumulated Depreciation	RCNLD
TOTAL ASSETS					
Total Assets by Category:					
21	Utility System	\$ 20,836,351	\$ 51,572,150	\$ (29,557,469)	\$ 22,014,681
22	Land	2,827,986	2,876,220	0	2,876,220
23	Vehicles	759,818	1,023,026	(892,634)	130,392
24	Equipment	794,364	1,766,024	(1,520,981)	245,043
25	Total	\$ 25,218,519	\$ 57,237,420	\$ (31,971,084)	\$ 25,266,336
Adjusted For Assumed Cost Limit (\$):					
26	Utility System	\$ 16,538,737	\$ 43,237,309	\$ (24,832,750)	\$ 18,404,559
27	Land	2,587,551	2,587,551	0	2,587,551
28	Vehicles	257,531	568,899	(492,879)	76,020
29	Equipment	0	0	0	0
30	Total	\$ 19,383,819	\$ 46,393,759	\$ (25,325,629)	\$ 21,068,130
Recoverable Allocation - Water (%):					
31	Utility System				100%
32	Land				100%
33	Vehicles				0%
34	Equipment				0%
Recoverable Allocation - Wastewater (%):					
35	Utility System				100%
36	Land				100%
37	Vehicles				0%
38	Equipment				0%
System Allocation - Water (\$):					
39	Utility System			\$ 5,425,843	
40	Land			0	
41	Vehicles			0	
42	Equipment			0	
43	Total			\$ 5,425,843	
System Allocation - Wastewater (\$):					
44	Utility System			\$ 12,978,716	
45	Land			2,587,551	
46	Vehicles			0	
47	Equipment			0	
48	Total			\$ 15,566,267	
49	Grand Total Recoverable Assets			\$ 20,992,110	

Exhibit 1
System Development Fee Analysis
Existing Capital Costs Recoverable From SDFs
Water & Wastewater Systems

Line	Description	Original Cost	Replacement Cost New	Accumulated Depreciation	RCNLD
COMPONENT ALLOCATION					
Total Recoverable Water Facilities:					
50	Treatment Facilities		0.00%	\$	0
51	Transmission Facilities		100.00%		5,425,843
52	Subtotal		100.00%	\$	5,425,843
Total Recoverable Wastewater Facilities:					
53	Treatment Facilities		80.73%	\$	12,566,005
54	Transmission Facilities		19.27%		3,000,262
55	Subtotal		100.00%	\$	15,566,267
Combined Recoverable Facilities:					
56	Treatment Facilities		59.86%	\$	12,566,005
57	Transmission Facilities		40.14%		8,426,105
58	Total		100.00%	\$	20,992,110
COMPARISON TO TOTAL					
59	Total Utility Assets			\$	25,266,336
60	Combined Recoverable Assets			\$	20,992,110
Difference (Assets Excluded From Recovery):					
61	Excluded From Recovery (\$)			\$	4,274,226
62	Excluded From Recovery (%)				16.92%
DEBT SERVICE CREDIT					
63	Outstanding Debt Principal			\$	485,787
Allocation Percentage:					
64	Water				0.00%
65	Wastewater				100.00%
Allocated Debt Service Credit:					
66	Water			\$	0
67	Wastewater				485,787
68	Total			\$	485,787
Component Allocation - Water:					
69	Treatment Facilities		0.00%	\$	0
70	Transmission Facilities		100.00%		0
71	Total		100.00%	\$	0
Component Allocation - Wastewater:					
72	Treatment Facilities		80.73%	\$	392,176
73	Transmission Facilities		19.27%		93,611
74	Total		100.00%	\$	485,787

EXHIBIT 2
SYSTEM DEVELOPMENT FEE ANALYSIS
CURRENT CAPITAL IMPROVEMENT PROGRAM FOR FY 2024 - FY 2033
WATER & WASTEWATER SYSTEMS

Line	Description	Total	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Wastewater												
1	Expansion of the Shallotte WWTP	\$ 30,451,306	\$30,451,306	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2	Downtown Sewer Replacement	10,637,929	5,874,223	4,763,706	0	0	0	0	0	0	0	0
3	FIFI I/I Reduction	10,095,255	412,000	6,366,000	3,317,255	0	0	0	0	0	0	0
4	Ongoing System Improvements	425,750	0	0	0	0	116,000	119,500	61,550	63,400	65,300	0
5	Pump Station Rehab. and Replace	2,884,000	2,884,000	0	0	0	0	0	0	0	0	0
6	Total Wastewater	\$ 54,494,240	\$ 9,170,223	\$ 11,129,706	\$ 3,317,255	\$ 0	\$ 116,000	\$ 119,500	\$ 61,550	\$ 63,400	\$ 65,300	\$ 0
7	Total Water & Wastewater CIP	\$ 54,494,240	\$ 9,170,223	\$ 11,129,706	\$ 3,317,255	\$ 0	\$ 116,000	\$ 119,500	\$ 61,550	\$ 63,400	\$ 65,300	\$ 0

EXHIBIT 3
SYSTEM DEVELOPMENT FEE ANALYSIS
ALLOCATION OF CAPITAL IMPROVEMENTS PROGRAM
WATER AND WASTEWATER SYSTEMS

Line	Description	Total	Percentage Allocation ⁽¹⁾			Allocation Amount		
			Expand/Upgrade	R&R	Other	Expand/Upgrade	R&R	Other
WASTEWATER PROJECTS								
1	Shallotte WWTP Expansion	\$ 30,451,306	100.00%	0.00%	0.00%	\$ 30,451,306	\$ 0	\$ 0
2	Downtown Sewer Replacement	10,637,929	0.00%	100.00%	0.00%	0	10,637,929	0
3	FIFI I/I Reduction	10,095,255	0.00%	100.00%	0.00%	0	10,095,255	0
4	Ongoing System Improvements	425,750	0.00%	100.00%	0.00%	0	425,750	0
5	Pump Station Rehab. and Replace	2,884,000	0.00%	100.00%	0.00%	0	2,884,000	0
6	Total	\$ 54,494,240				\$ 30,451,306	\$ 24,042,934	\$ 0
7	Total - All Capital Projects	\$ 54,494,240				\$ 30,451,306	\$ 24,042,934	\$ 0
ALLOCATION OF CAPITAL PROJECTS								
Water:								
8	Treatment Projects	\$ 0				\$ 0	\$ 0	\$ 0
9	Transmission Projects	0				0	0	0
10	Other Projects	0				0	0	0
11	Subtotal	\$ 0				\$ 0	\$ 0	\$ 0
Wastewater:								
12	Treatment Projects	\$ 21,678,683				\$ 21,678,683	\$ 0	\$ 0
13	Transmission Projects	32,815,557				8,772,623	24,042,934	0
14	Other Projects	0				0	0	0
15	Subtotal	\$ 54,494,240				\$ 30,451,306	\$ 24,042,934	\$ 0
Combined:								
16	Treatment Projects	\$ 21,678,683				\$ 21,678,683	\$ 0	\$ 0
17	Transmission Projects	32,815,557				8,772,623	24,042,934	0
18	Other Projects	0				0	0	0
19	Grand Total	\$ 54,494,240				\$ 30,451,306	\$ 24,042,934	\$ 0

Notes:

- (1) The capital costs are allocated in order to determine the costs that are recoverable from a capacity-related fee. The costs allocated as expansion and/or upgrade projects are assumed to be recoverable from such fees. All other capital costs are assumed to either be maintenance-related (R&R) projects or localized projects that do not provide system-wide capacity benefits.

Exhibit 4
System Development Fee Analysis
Calculation of System Development Fee Per ERU
Water System

Line	Description	Total
Recoverable Capital Facilities		
Existing Facilities:		
1	Treatment Facilities	\$ 0
2	Transmission Facilities	5,425,843
3	Subtotal	<u>\$ 5,425,843</u> ⁽¹⁾
Less Debt Service Principal:		
4	Treatment Facilities	\$ 0
5	Transmission Facilities	0
6	Subtotal	<u>\$ 0</u> ⁽²⁾
Net Recoverable Existing Facilities:		
7	Treatment Facilities	\$ 0
8	Transmission Facilities	5,425,843
9	Total	<u>\$ 5,425,843</u>
Capital Improvement Program:		
10	Treatment Facilities	\$ 0
11	Transmission Facilities	0
12	Subtotal	<u>\$ 0</u>
Less 25% CIP Adjustment:		
13	Treatment Facilities 25%	\$ 0
14	Transmission Facilities 25%	0
15	Subtotal	<u>\$ 0</u> ⁽³⁾
Net Recoverable CIP:		
16	Treatment Facilities	\$ 0
17	Transmission Facilities	0
18	Total	<u>\$ 0</u>
Net Capital Costs:		
19	Treatment Facilities	\$ 0
20	Transmission Facilities	5,425,843
21	Net Recoverable Costs	<u>\$ 5,425,843</u>

Exhibit 4
System Development Fee Analysis
Calculation of System Development Fee Per ERU
Water System

Line	Description	Total
Available System Capacity (MGD)		
<u>Treatment Capacity:</u>		
22	Existing Capacity	1.418
23	Additional Capacity from CIP	0.000
24	Total Treatment Capacity	1.418
<u>Average Day Capacity Adjustment:</u>		
25	Treatment Capacity Based on Max/Avg Day Factor	0.945
26	Unaccounted-For Water Capacity Adjustment	20.0% (4)
27	Estimated Treatment Capacity	0.756
<u>Estimated Transmission System Capacity:</u>		
28	Total Treatment Capacity	1.418
29	Transmission-to-Treatment Capacity Factor	1.00
30	Assumed Existing Transmission Capacity	1.418 (5)
31	Unaccounted-For Water Capacity Adjustment	20.0%
32	Estimated Transmission Capacity	1.134 (5)
Estimated Cost Per Gallon of Capacity		
<u>Estimated Cost Per Gallon of Capacity:</u>		
33	Treatment (\$/Gallon)	\$ 0.00
34	Transmission (\$/Gallon)	4.78
35	Total Cost Per Gallon of Capacity	\$ 4.78
36	Assumed Standard Level of Service Per ERU (GPD of Capacity)	400 (6)

Exhibit 4
System Development Fee Analysis
Calculation of System Development Fee Per ERU
Water System

Line	Description	Total
Calculation of Fee Per ERU		
<u>Calculation of SDF Per ERU:</u>		
37	Treatment Facilities	\$ 0
38	Transmission Facilities	1,912
39	Combined Cost	\$ 1,912
<u>Adjusted Fee - Treatment:</u>		
40	Calculated Fee Per ERU	\$ 0
41	Less Rounding Adjustment	0
42	Adjusted Fee	\$ 0
<u>Adjusted Fee - Transmission:</u>		
43	Calculated Fee Per ERU	\$ 1,912
44	Less Rounding Adjustment	(2)
45	Adjusted Fee	\$ 1,910
<u>Proposed SDF Per ERU (Rounded):</u>		
46	Treatment Facilities	\$ 0
47	Transmission Facilities	1,910
48	Combined Cost	\$ 1,910

Exhibit 4
System Development Fee Analysis
Calculation of System Development Fee Per ERU
Water System

Line	Description	Total
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Notes:

- (1) See **Exhibit 1** for the development of existing asset costs identified for capital recovery.
- (2) In an effort to account for the facility costs that may be recovered from user rates as part of the normal budgetary process, a debt service credit is applied to the applicable fee calculation. The credit is equal to outstanding principal amount on existing utility-related debt. The principal balance is allocated between water and wastewater as provided in **Exhibit 1**.
- (3) This adjustment is made in accordance with House Bill 436, § 162A-207. Minimum requirements.
- (4) The estimated average daily flow capacity assumes an MDF-to-ADF ratio of 1.50 times. An additional adjustment is made for assumed unaccounted-for water flows (e.g. line losses) in the system. Based on information provided by staff, this analysis assumes losses of 20.0%.
- (5) It is assumed that the existing transmission facilities are capable of providing average water flow at least as much transmission capacity as the maximum treatment capacity. In addition, similar to the methodology utilized for water treatment, an adjustment is made for unaccounted-for water. Based on information provided by staff, this analysis assumes losses of 20.0%.
- (6) The system development fees are to be applied on an equivalent residential unit (ERU) basis such that 1 ERU is equal to the estimated capacity requirements for a typical single family residential connection with a 5/8-inch X 3/4-inch water meter. In accordance with daily water flow capacity design standards adopted by the State of North Carolina and defined the North Carolina Administrative Codes (15A NCAC 18C .0409), the level of service requirement for a residential connection is 400 gallons per day (gpd). Based on the utility's existing planning methodology, it is assumed that 1 ERU requires a standard level of service of 400 gpd of water system capacity.

Exhibit 5
System Development Fee Analysis
Calculation of System Development Fee Per ERU
Wastewater System

Line	Description	Total
Recoverable Capital Facilities		
Existing Facilities:		
1	Treatment Facilities	\$ 12,566,005
2	Transmission Facilities	3,000,262
3	Subtotal	<u>\$ 15,566,267</u> ⁽¹⁾
Less Debt Service Principal:		
4	Treatment Facilities	\$ (392,176)
5	Transmission Facilities	(93,611)
6	Subtotal	<u>\$ (485,787)</u> ⁽²⁾
Net Recoverable Existing Facilities:		
7	Treatment Facilities	\$ 12,173,829
8	Transmission Facilities	2,906,651
9	Total	<u>\$ 15,080,480</u>
Capital Improvement Program:		
10	Treatment Facilities	\$ 21,678,683
11	Transmission Facilities	8,772,623
12	Subtotal	<u>\$ 30,451,306</u>
Less 25% CIP Adjustment:		
13	Treatment Facilities	25% (5,419,671)
14	Transmission Facilities	25% (2,193,156)
15	Subtotal	<u>\$ (7,612,827)</u> ⁽³⁾
Net Recoverable CIP:		
16	Treatment Facilities	\$ 16,259,012
17	Transmission Facilities	6,579,467
18	Total	<u>\$ 22,838,479</u>
Net Capital Costs:		
19	Treatment Facilities	\$ 28,432,841
20	Transmission Facilities	9,486,118
21	Net Recoverable Costs	<u>\$ 37,918,959</u>

Exhibit 5

System Development Fee Analysis

Calculation of System Development Fee Per ERU

Wastewater System

Line	Description	Total
Available System Capacity (MGD)		
<u>Treatment Capacity:</u>		
22	Existing Capacity	0.750
23	Additional Capacity from CIP	0.000
24	Total Treatment Capacity	0.750
<u>Average Day Capacity Adjustment:</u>		
25	Treatment Capacity Based on Max/Avg Day Factor	0.750
26	I&I Capacity Adjustment	20.0% (4)
27	Estimated Treatment Capacity	0.600
<u>Estimated Transmission System Capacity:</u>		
28	Total Treatment Capacity	0.750
29	Transmission-to-Treatment Capacity Factor	2.00
30	Assumed Existing Transmission Capacity	1.500 (5)
31	I&I Capacity Adjustment	20.0%
32	Estimated Transmission Capacity	1.200 (5)
Estimated Cost Per Gallon of Capacity		
<u>Estimated Cost Per Gallon of Capacity:</u>		
33	Treatment (\$/Gallon)	\$ 47.39
34	Transmission (\$/Gallon)	7.91
35	Total Cost Per Gallon of Capacity	\$ 55.30
36	Assumed Standard Level of Service Per ERU (GPD of Capacity)	360 (6)
Calculation of Fee Per ERU		
<u>Calculation of SDF Per ERU:</u>		
37	Treatment Facilities	\$ 17,060
38	Transmission Facilities	2,848
39	Combined Cost	\$ 19,908
<u>Adjusted Fee - Treatment:</u>		
40	Calculated Fee Per ERU	\$ 17,060
41	Less Rounding Adjustment	0
42	Adjusted Fee	\$ 17,060

Exhibit 5
System Development Fee Analysis
Calculation of System Development Fee Per ERU
Wastewater System

Line	Description	Total
<u>Adjusted Fee - Transmission:</u>		
43	Calculated Fee Per ERU	\$ 2,848
44	Less Rounding Adjustment	(8)
45	Adjusted Fee	<u>\$ 2,840</u>
<u>Proposed SDF Per ERU (Rounded):</u>		
46	Treatment Facilities	\$ 17,060
47	Transmission Facilities	2,840
48	Combined Cost	\$ 19,900

Exhibit 5
System Development Fee Analysis
Calculation of System Development Fee Per ERU
Wastewater System

Line	Description	Total
------	-------------	-------

Notes:

- (1) See Exhibit 1 for the development of existing asset costs identified for capital recovery.
- (2) Based upon discussions with staff, most of the facilities included for cost recovery in this analysis were funded with debt. In an effort to account for the facility costs that may be recovered from user rates as part of the normal budgetary process, a debt service credit is applied to the applicable fee calculation. The credit is equal to outstanding principal amount on existing utility-related debt. The principal balance is allocated between water and wastewater as provided in Exhibit 1.
- (3) This adjustment is made in accordance with House Bill 436, § 162A-207. Minimum requirements.
- (4) Similar to the line loss adjustment for water, the wastewater system capacity is reduced by the impacts of system inflow and infiltration (I&I). The assumed I&I adjustment is based on discussions with staff.
- (5) It is assumed that the wastewater trunk lines and pumping facilities are designed to provide capacity at least 2.0-times the treatment capacity.
- (6) Similar to the water system, the system development charges for wastewater are to be applied on an equivalent residential unit (ERU) basis such that 1 ERU is equal to the estimated capacity requirements for a typical single family residential connection with a 5/8-inch X 3/4-inch water meter. In accordance with wastewater flow design standards adopted by the State of North Carolina and defined the North Carolina Administrative Codes (15A NCAC 02T .0114), the level of service requirement is based on 120 gallons of capacity per day per bedroom for a residential home. Based on discussions with staff, the analysis developed herein assumes that 1 ERU is 3 bedrooms. The resulting standard LOS is 360 gpd of wastewater system capacity per ERU.

Exhibit 6
System Development Fee Analysis
Summary of System Development Fees by Customer Type
Water & Wastewater Systems

Line	Description	Unit	Fees by System		Combined
			Water	Sewer	
Existing Residential					
1	2 bedroom	Water - 400gpd, Sewer - 240gpd	\$ 1,700	\$ 10,565	\$ 12,265
2	3 bedroom	Water - 400gpd, Sewer - 360gpd	\$ 1,700	\$ 15,847	\$ 17,547
3	4 bedroom	Water - 528gpd, Sewer - 480gpd	\$ 2,244	\$ 21,130	\$ 23,374
Proposed/Calculated - Residential					
4	2 bedroom	Water - 400gpd, Sewer - 240gpd	\$ 1,910	\$ 13,267	\$ 15,177
5	3 bedroom	Water - 400gpd, Sewer - 360gpd	\$ 1,910	\$ 19,900	\$ 21,810
6	4 bedroom	Water - 528gpd, Sewer - 480gpd	\$ 2,521	\$ 26,534	\$ 29,055
Type of Establishments					
Barber and beauty shops					
7	Barber Shops	per chair	\$ 239	\$ 2,764	\$ 3,003
8	Beauty Shops	per booth or bowl	\$ 597	\$ 6,910	\$ 7,507
Businesses, offices and factories					
9	General business and office facilities	per employee/shift	\$ 119	\$ 1,382	\$ 1,501
10	Factories, excluding industrial waste	per employee/shift	\$ 119	\$ 1,382	\$ 1,501
	Factories or businesses with showers or food				
11	preparation	per employee/shift	\$ 167	\$ 1,935	\$ 2,102
12	Warehouse	per loading bay	\$ 478	\$ 5,528	\$ 6,006
	Warehouse – self storage (not including				
13	caretaker residence)	per unit	\$ 5	\$ 55	\$ 60
Churches					
14	Churches without kitchens, day care or camps	per seat	\$ 14	\$ 166	\$ 180
15	Churches with kitchen	per seat	\$ 24	\$ 276	\$ 300
16	Churches providing day care or camps	per person (child & employee)	\$ 119	\$ 1,382	\$ 1,501
Fire, rescue and emergency response facilities					
17	Fire or rescue stations without on site staff	per person	\$ 119	\$ 1,382	\$ 1,501
18	Fire or rescue stations with on-site staff	per person/shift	\$ 239	\$ 2,764	\$ 3,003
Food and drink facilities					
19	Banquet, dining hall	per seat	\$ 143	\$ 1,658	\$ 1,801
20	Bars, cocktail lounges	per seat	\$ 96	\$ 1,106	\$ 1,202
21	Caterers	per 100 sq ft floor space	\$ 239	\$ 2,764	\$ 3,003
22	Restaurant, full Service	per seat	\$ 191	\$ 2,211	\$ 2,402
23	Restaurant, single service articles	per seat	\$ 96	\$ 1,106	\$ 1,202
24	Restaurant, drive-in	per car space	\$ 239	\$ 2,764	\$ 3,003
25	Restaurant, carry out only	per 100 sq ft floor space	\$ 239	\$ 2,764	\$ 3,003
26	Institutions, dining halls	per meal	\$ 24	\$ 276	\$ 300
27	Deli	per 100 sq ft floor space	\$ 191	\$ 2,211	\$ 2,402
28	Bakery	per 100 sq ft floor space	\$ 48	\$ 553	\$ 601
29	Meat department, butcher shop or fish market	per 100 sq ft floor space	\$ 358	\$ 4,146	\$ 4,504
30	Specialty food stand or kiosk	per 100 sq ft floor space	\$ 239	\$ 2,764	\$ 3,003

Exhibit 6
System Development Fee Analysis
Summary of System Development Fees by Customer Type
Water & Wastewater Systems

Line	Description	Unit	Fees by System		Combined
			Water	Sewer	
Hotels and Motels					
31	Hotels, motels and bed & breakfast facilities, without in-room cooking facilities	per room	\$ 573	\$ 6,633	\$ 7,206
32	Hotels and motels, with in-room cooking facilities	per room	\$ 836	\$ 9,674	\$ 10,510
33	Resort hotels	per room	\$ 955	\$ 11,056	\$ 12,011
34	Cottages, cabins	per unit	\$ 955	\$ 11,056	\$ 12,011
35	Self service laundry facilities	per machine	\$ 2,388	\$ 27,639	\$ 30,027
Medical, dental, veterinary facilities					
36	Medical or dental offices	per practitioner/shift	\$ 1,194	\$ 13,819	\$ 15,013
37	Veterinary offices (not including boarding)	per practitioner/shift	\$ 1,194	\$ 13,819	\$ 15,013
38	Veterinary hospitals, kennels, animal boarding facilities	per pen, cage, kennel or stall	\$ 96	\$ 1,106	\$ 1,202
39	Hospitals, medical	per bed	\$ 1,433	\$ 16,583	\$ 18,016
40	Hospitals, mental	per bed	\$ 716	\$ 8,292	\$ 9,008
41	Convalescent, nursing, rest homes without laundry facilities	per bed	\$ 287	\$ 3,317	\$ 3,604
42	Convalescent, nursing, rest homes with laundry facilities	per bed	\$ 573	\$ 6,633	\$ 7,206
43	Residential care facilities	per person	\$ 287	\$ 3,317	\$ 3,604
Parks, recreation, camp grounds, R-V parks and other outdoor activity facilities					
44	Campgrounds with comfort station, without water or sewer hookups	per campsite	\$ 358	\$ 4,146	\$ 4,504
45	Campgrounds with water and sewer hookups	per campsite	\$ 478	\$ 5,528	\$ 6,006
46	Campground dump station facility	per space	\$ 239	\$ 2,764	\$ 3,003
47	Construction, hunting or work camps with flush toilets	per person	\$ 287	\$ 3,317	\$ 3,604
Construction, hunting or work camps with chemicalor					
48	Portable toilets	per person	\$ 191	\$ 2,211	\$ 2,402
49	Parks with restroom facilities	per plumbing fixture	\$ 1,194	\$ 13,819	\$ 15,013
50	Summer camps without food preparation or laundry facilities	per person	\$ 143	\$ 1,658	\$ 1,801
51	Summer camps with food preparation and laundry facilities	per person	\$ 287	\$ 3,317	\$ 3,604
52	Swimming pools, bathhouses and spas	per person	\$ 48	\$ 553	\$ 601
53	Public access restrooms	per plumbing fixture	\$ 1,552	\$ 17,965	\$ 19,517

Exhibit 6
System Development Fee Analysis
Summary of System Development Fees by Customer Type
Water & Wastewater Systems

Line	Description	Unit	Fees by System		Combined
			Water	Sewer	
	Schools, preschools and day care				
54	Day care and preschool facilities	per person (child & employee)	\$ 119	\$ 1,382	\$ 1,501
55	Schools with cafeteria, gym and showers	per student	\$ 72	\$ 829	\$ 901
56	Schools with cafeteria	per student	\$ 57	\$ 663	\$ 720
57	Schools without cafeteria, gym or showers	per student	\$ 48	\$ 553	\$ 601
58	Boarding schools	per person (student & employee)	\$ 287	\$ 3,317	\$ 3,604
	Service stations, car wash facilities				
59	Service stations, gas stations	per plumbing fixture	\$ 1,194	\$ 13,819	\$ 15,013
60	Car wash facilities	per bay	\$ 5,730	\$ 66,333	\$ 72,063
	Sports centers				
61	Bowling center	per lane	\$ 239	\$ 2,764	\$ 3,003
62	Fitness, exercise, karate or dance center	per 100 sq ft	\$ 239	\$ 2,764	\$ 3,003
63	Tennis, racquet ball	per court	\$ 239	\$ 2,764	\$ 3,003
64	Gymnasium	per 100 sq ft	\$ 239	\$ 2,764	\$ 3,003
65	Golf course with only minimal food service	per plumbing fixture	\$ 1,194	\$ 13,819	\$ 15,013
66	Country clubs	per member or patron	\$ 287	\$ 3,317	\$ 3,604
67	Mini golf, putt-putt	per plumbing fixture	\$ 1,194	\$ 13,819	\$ 15,013
68	Go-kart, motocross	per plumbing fixture	\$ 1,194	\$ 13,819	\$ 15,013
69	Batting cages, driving ranges	per plumbing fixture	\$ 1,194	\$ 13,819	\$ 15,013
70	Marinas without bathhouse	per slip	\$ 48	\$ 553	\$ 601
71	Marinas with bathhouse	per slip	\$ 143	\$ 1,658	\$ 1,801
72	Video game arcades, pool halls	per plumbing fixture	\$ 1,194	\$ 13,819	\$ 15,013
73	Stadiums, auditoriums, theaters, community centers	per seat	\$ 24	\$ 276	\$ 300
	Stores, shopping centers, malls and flea markets				
	Auto, boat, recreational vehicle dealerships/				
74	showrooms with restrooms	per plumbing fixture	\$ 597	\$ 6,910	\$ 7,507
75	Convenience stores, with food preparation	per 100 sq ft	\$ 287	\$ 3,317	\$ 3,604
76	Convenience stores, without food preparation	per plumbing fixture	\$ 1,194	\$ 13,819	\$ 15,013
77	Flea markets	per stall	\$ 143	\$ 1,658	\$ 1,801
78	Shopping centers and malls with food service	per 1000 sq ft	\$ 621	\$ 7,186	\$ 7,807
79	Stores and shopping centers without food service	per 1000 sq ft	\$ 478	\$ 5,528	\$ 6,006
80	Transportation terminals – air, bus, train, ferry, port and dock	per passenger	\$ 24	\$ 276	\$ 300

Exhibit 7
System Development Fee Analysis
Summary of Proposed System Development Fees
Water & Wastewater Systems

Line	Description	ERU Factor	Fees by System		Combined Fee
			Water	Wastewater	
FEE COMPARISON					
Per Equivalent Residential Unit (ERU):					
1	Existing	1.00	\$ 1,700	\$ 15,847	\$ 17,547
2	Proposed/Calculated	1.00	\$ 1,910	\$ 19,900	\$ 21,810
3	Difference	1.00	\$ 210	\$ 4,053	\$ 4,263
METER-BASED OPTION (1)					
Meter Size:					
4	5/8 x 3/4 Inch	1.00	\$ 1,910	\$ 19,900	\$ 21,810
5	1.0 Inch	2.50	\$ 4,775	\$ 49,750	\$ 54,525
6	1.5 Inch	5.00	\$ 9,550	\$ 99,500	\$ 109,050
7	2.0 Inch	8.00	\$ 15,280	\$ 159,200	\$ 174,480
8	3.0 Inch	16.00	\$ 30,560	\$ 318,400	\$ 348,960
9	4.0 Inch	25.00	\$ 47,750	\$ 497,500	\$ 545,250
10	6.0 Inch	50.00	\$ 95,500	\$ 995,000	\$ 1,090,500
11	8.0 Inch	80.00	\$ 152,800	\$ 1,592,000	\$ 1,744,800
OPTIONAL ACTUAL FLOW BASIS (2)					
Charge Per Gallon of Capacity (GPD):					
12	Treatment Facilities		\$ 0.00	\$ 47.39	\$ 47.39
13	Transmission Facilities		4.78	7.91	12.69
Cost Per GPD			\$ 4.78	\$ 55.30	\$ 60.08

Notes:

- (1) The proposed capacity fees are based on the calculated fee per ERU as applied to the respective ERU factor. The proposed ERU factors for the capacity fees are based on meter equivalency factors established by the AWWA.
- (2) In situations where the meter-based fees will result in the collection of fees significantly different than the potential demand requirement, a special fee calculation methodology may be applied based on the unit cost of capacity and the estimated daily capacity needs of the new connection. The estimated capacity needs will be based on the amount determined by the utility's engineering staff to be appropriate.

Adopting the Fee

A unit must follow several procedural steps to adopt a system development fee schedule.

- **Step 1: Professional Analysis.** The local unit contracts with a financial professional or licensed professional engineer to perform an analysis as to how to calculate the system development fee schedule (according to the statutory parameters). The professional must be “qualified by experience and training or education to employ generally accepted accounting, engineering, and planning methodologies to calculate system development fees for public water and sewer systems.” The law seems to envision that a local unit will contract with an outside professional (as opposed to an employee of the unit) to perform the analysis, but it is not clear that this is a legal requirement. Whether the utility contracts with an outside professional or uses an in-house expert, at a minimum, the unit should document that the individual or firm meets the statutory qualifications and should clearly define the scope of work.
- **Step 2: Public Input.** The local unit posts the professional’s written analysis, and proposed system development fee schedule, on the unit’s website and solicits written comments from the public. (As noted below, the fee schedule will include the service unit rate, as well as a conversion table that applies some multiple or derivative of the service unit rate to the various categories of demand.) The law requires the local unit to “furnish the means” for providing the comments. The unit could allow for electronic comments or provide a downloadable form. The analysis must be posted for at least 45 days before the unit “consider[s] the adoption of [the] system development fee analysis....”
- **Step 3: Professional Analysis Reconsidered.** The local unit submits any comments the unit receives from the public to the professional for consideration of possible modifications or revisions.
- **Step 4: Public Hearing.** The local unit holds a public hearing on the proposed system development fee schedule, including any modifications or revisions stemming from the public comment period. Note that the new law does not specify notice requirements for the public hearing. It is likely implied that the unit must publish notice, and, if so, it should follow the default provisions in G.S. 1-597. Note also that a separate law, that applies to counties, municipalities, sanitary districts, and water and sewer authorities requires that these local units also provide certain notice and permit an opportunity for public comment, before imposing or increasing fees or charges applicable to subdivision development. These requirements are detailed [here](#).
- **Step 5: Adopt Resolution or Ordinance.** The unit’s governing board adopts a final system development fee schedule by resolution or ordinance.
- **Step 6: Notice of System Development Fee Schedule.** The local unit publishes the system development fee schedule in its annual budget ordinance or incorporates it into its water or wastewater fee ordinance(s). Note that a unit likely can comply with steps 5 and 6 by adopting the system development fee as part of its budget ordinance or water/wastewater rate ordinance to begin with.
- **Step 7: Periodic Updates.** A local unit updates the system development fee analysis periodically, at least once every five years.

DATE: September 25, 2023

DEPARTMENT: Public Services

PRESENTED BY: Gary Hartong, President, Wooten Consulting Company

ITEM SPONSORED BY: Public Services

ITEM/TOPIC: Water Merger Feasibility Study Results

COST: \$50,000

BUDGET LINE ITEM: Grant Funded

JUSTIFICATION: Gary Hartong, President, from Wooten Consulting Company will be giving the draft report on the Water Merger Feasibility Study which we were given money for from the State Department of Environmental Quality. This is for discussion only and this will give you time to ask questions and discuss any concerns you might have with the report.

IMPACT IF NOT APPROVED: This document was requested by the County and the Local Government Commission for their review.

DEPARTMENT HEAD COMMENTS: Not applicable

CITY MANAGER COMMENTS: This is discussion only and then after all of your comments, the report will be finalized and given to the County and the Local Government Commission.

ATTACHMENTS: Draft Final Report

REQUESTED ACTION: Discussion and Questions with Mr. Hartong

PROPOSED MOTION: Discussion Only

MRF STUDY

Water Merger/Regionalization Feasibility Study

City of Southport, NC

Prepared for



FINAL DRAFT: October 2023

David G. Malinauskas, P.E.
TWC # 3461-B

Wooten

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(910) 660-0520

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1.0 EXECUTIVE SUMMARY

The City of Southport (City) received a Merger/Regionalization Feasibility (MRF) Study grant to explore the feasibility of a merger between the City and Brunswick County (County) water systems and study the long-term viability of such a scenario. As part of this grant, other alternatives for long-term water service were also briefly evaluated, including regionalization with Brunswick Regional Water and Sewer H2GO (H2GO) and the construction of a reverse osmosis water treatment plant (WTP) owned and operated by the City. The City currently purchases its water from the County at a wholesale rate. The City does not own any treatment facilities but operates and maintains its water distribution system. The County owns and operates many of the water treatment facilities in Brunswick County and has its own distribution system.

The Wooten Company examined current water rates, capital project needs, and capacity needs; reviewed previously prepared studies and master plans; and estimated the fiscal impact the evaluated alternatives would have on the City's customers. The following objectives were identified for the study:

- Review of the current systems and financial data to identify potential alternatives for merging or regionalizing public potable water between the City and the County and other entities within Brunswick County.
- Present options for long-term viability of the City's water distribution system from the lens of estimated costs and potential savings from a merged or regionalized scenario.
- Evaluate financial and organizational impacts for each alternative, estimated annual operation and maintenance costs, and capital improvement projects.

Ultimately, four alternatives were evaluated: Retain Ownership & Operations, Merge with Brunswick County, Regionalization with Brunswick Regional Water and Sewer H2GO, and New Reverse Osmosis Water Treatment Plant. **Table 1** provides the present value (PV) of the four alternatives, in fiscal year 2027 (FY27) dollars, the relative present value cost per customer, and whether the alternative is financially feasible compared to the other alternatives.

Table 1. Summary of Alternatives

Alternative	Total Present Worth Cost	Total Present Worth Cost Per Customer	Feasible? (Yes/No)
<i>Retain Ownership & Operations</i>	\$24 million	\$5,856	Yes
<i>Merge with Brunswick County</i>	\$396 million	\$5,706	Yes
<i>Regionalization with Brunswick Regional Water and Sewer H2GO</i>	\$149 million	\$36,035	No
<i>New Reverse Osmosis Water Treatment Plant</i>	\$123 million	\$29,809	No

Alternatives 3 and 4 were disqualified from further consideration given their high present worth cost per customer of \$36,035 and \$29,809, respectively. Alternatives 1 and 2 remain feasible, but Alternative 1 has a higher present worth cost per customer because of its significantly lower customer base of 4,141 customers compared to that of Alternative 2, which is projected to have 69,462 customers.

If the City wishes to divest itself of its water infrastructure, a merged scenario between the City and County appears to be the simplest means towards regionalization and is the most financially feasible of the alternatives due to estimated cost savings for City customers. Under this scenario (Alternative 2), we recommend that the City negotiate with the County on the transfer of ownership of its water distribution system assets – estimated to be approximately \$16.8 million (refer to **Table 2**). The City should also acknowledge the financial value of the personnel it employs given their technical and finance expertise, system knowledge, and regional loyalty, and explore opportunities for them to be employed by the County. Lastly, the City would lose the revenue stream from water sales and would need to consider other mechanisms to help fund positions partially funded from these revenues.

2.0 INTRODUCTION

2.1 PURPOSE

The City of Southport (City) was fortunate to receive grant funding for a Merger/Regionalization Feasibility (MRF) Study to further evaluate the long-term viability of its water distribution system. Therefore, the purpose of this MRF Study is to identify the practicality of a merger of the water distribution systems of the City with that of Brunswick County (County) because the two systems are already interconnected. For capital comparison purposes, regionalization with Brunswick Regional Water and Sewer H2GO (H2GO) is also evaluated as an option. Lastly, costs for a new water supply source to be owned and operated by Southport were investigated at a high level to determine feasibility.

2.2 SCOPE

This MRF Study includes an overview of water system operations, Geographic Information System (GIS) mapping, and development of opinions of probable cost for an interconnection of utility systems. Prepared with water use and financial data, alternative scenarios for physically and financially merging the water systems are created, or regional approaches to water treatment and distribution are evaluated to share operation and maintenance (O&M) costs on a regional scale. Conclusions can be drawn from these merged or regional scenarios and appropriate recommendations made for future actions.

3.0 EXISTING WATER SYSTEM

3.1 WATER SYSTEMS

3.1.1 *City of Southport*

The City's distribution system is depicted in **Figure 1**. The City's system can trace its origins to the early 1900s. Currently, the distribution system contains about 44 miles of lines ranging in size from 2-inch to 12-inch. Much of the system is composed of polyvinyl chloride (PVC) pipe installed since about 1970; however, there is cast iron inventory remaining in the central city area from the 1930s.

In 2008 the City decommissioned its existing water supply wells and began purchasing all potable water from the County; the City continues to maintain and operate its distribution system which consists of three (3) interconnections with the County system as well as a 150,000-gallon elevated storage tank currently out of service. The City's wholesale bulk water service agreement with the County is provided in **APPENDIX A**.

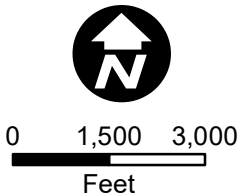
In addition, in 2004, the City partnered financially with the County to allow for the construction of a 1-million-gallon tank to help overcome system pressure and fire protection inadequacies. This tank went on-line in early 2008 and is located on County property on the northeast side of the intersection of NC Highways 211 and 87. The City owns 351,800 gallons of the 1-MG tank capacity and has plans to purchase an additional 115,000 gallons before the end of 2023.





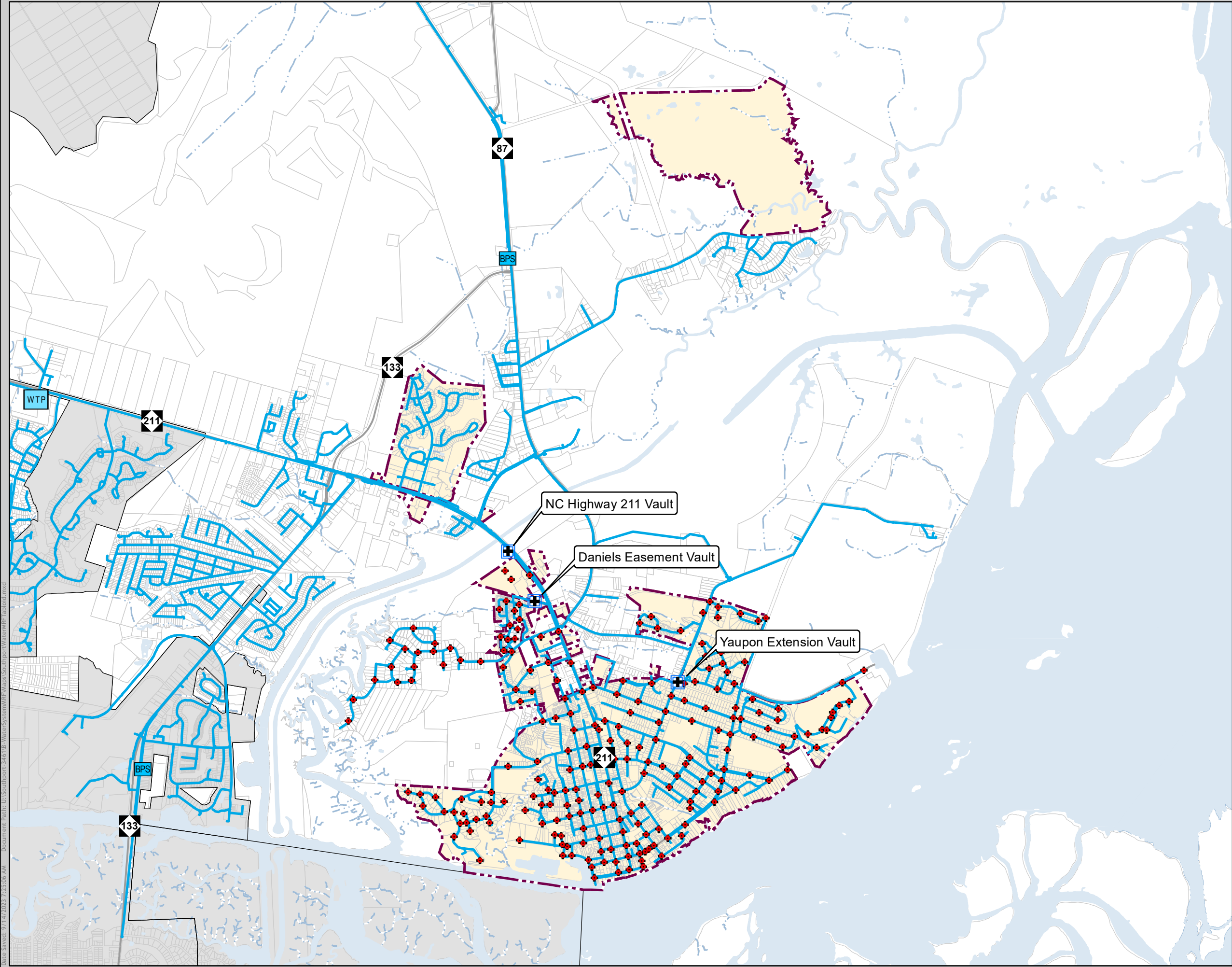
Figure 1
Water Utilities of the
City of Southport
and Brunswick County
September 2023

- Legend**
- Hydrant
 - Interconnect
 - Booster Pump Station
 - Water Treatment Plant
 - Water Main
 - NC Route
 - Stream/Creek
 - Pond/Canal/River/Ocean
 - Parcel
 - City of Southport
 - Other Municipality



Wooten

The Wooten Company makes every effort to produce and publish GIS maps using the most current and accurate information possible, however the maps are strictly for planning purposes only. The maps are compiled from recorded deeds, plats, and other public and private records and data. Users of the maps are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information on this map. The Wooten Company assumes NO responsibility for the information contained on the maps unless the map is signed and sealed by a licensed Professional Land Surveyor. Please contact the GIS Group at (919) 828-0531 or tcohan@thewootencompany.com for data source information.



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As part of the study, a high-level evaluation of the distribution system is warranted for use in negotiations with the County. Using available information from the City's 2021 Drinking Water System Asset Management Plan (AMP), the City's system is broken down into five main components—Interconnects, Tanks, Waterline Valves, Water Pipe, and Hydrants in **Table 2**. The estimated depreciated value of the entire distribution system is \$16.8 million. Adding a lower range of 80% value and upper range of 120% value to account for different capacities, ages, and conditions, the system is estimated to be valued from \$13.4 to \$20.1 million. A more detailed valuation should be performed in the event of system acquisition by another entity.

Table 2. City of Southport Distribution System Valuation

Asset	Service Life, Yrs.	Unit	Avg. Unit Value	Total Quantity	Replacement Cost New (RCN)	Total Depreciated Value
<i>Interconnects</i>	40	EA	\$25,000	3	\$75,000	\$25,988
<i>Tanks</i>	60	EA	\$2,000,000	1	\$2,000,000	\$1,400,000
<i>Waterline Valves</i>	40	EA	\$4,500	257	\$1,156,500	\$513,029
<i>Water Pipe</i>	75	LF	\$100	235,166	\$23,516,600	\$14,314,684
<i>Hydrants</i>	40	EA	\$5,000	224	\$1,120,000	\$505,120
TOTAL				235,651	\$27,868,100	\$16,758,820

Lower Range (80%) \$13,407,056

Upper Range (120%) \$20,110,585

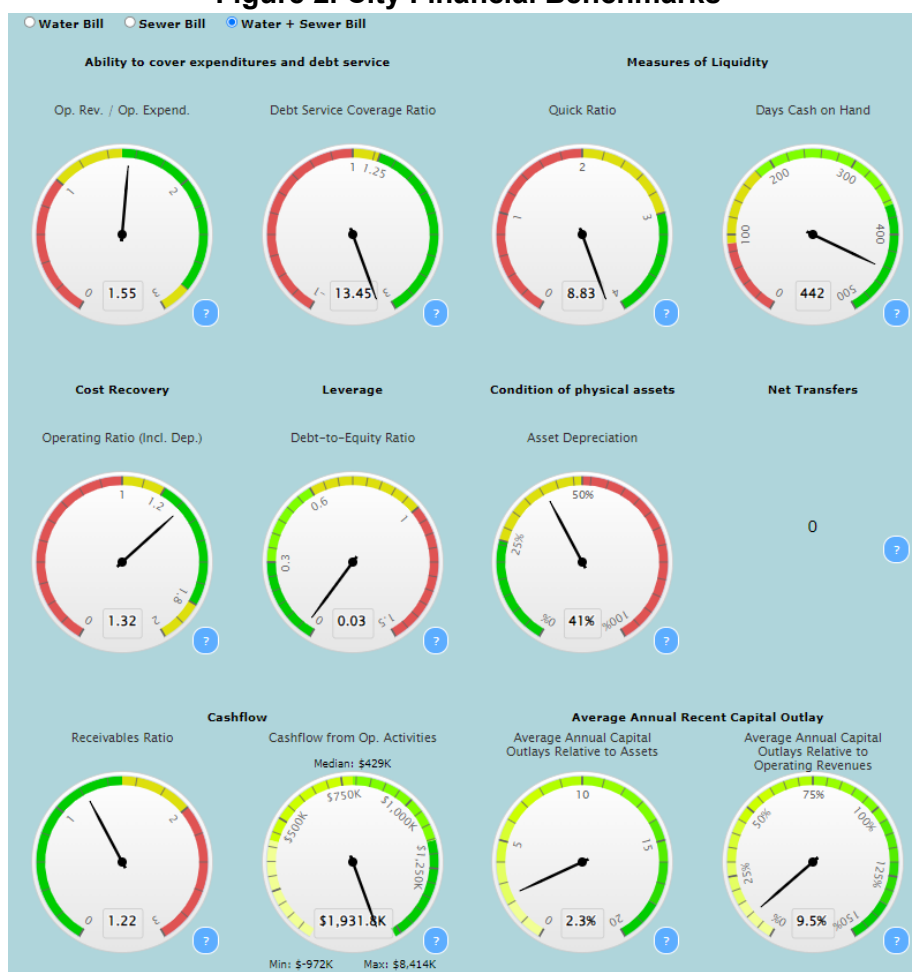
Notes:

1. Asset ages exceeding service life are given a 95% depreciated (salvage) value.
2. The Lower and Upper Depreciated Grand Total Ranges account for differences in asset sizes, capacities, and condition.
3. The above figures are rough estimates only - a true evaluation requires a more detailed analysis and is recommended.
4. The above is based upon current infrastructure (not future projects).
5. Total quantities are from City AIA documentation.
6. The 150,000-gallon elevated storage tank located near the corner of Howe and Brown Streets, currently out of service, is not included in this valuation. The value presented for "Tanks" represents partial ownership of the tank at Highway 211 and 87.

3.1.2 Financial Overview

The Water and Sewer Enterprise Fund for the City of Southport is healthy. The NC Water and Wastewater Rates Dashboard maintained by the Environmental Finance Center at the University of North Carolina, Chapel Hill provides valuable information indicating that the City can meet its financial obligations. A snapshot of the dashboard dated February 8, 2023 shown in **Figure 2** indicates that Southport is adequately able to cover its expenditures and debt service, has high measures of liquidity, enjoys a high operating ratio, and manages a low debt-to-equity ratio. Also, cashflow has positive benchmarks.

Figure 2. City Financial Benchmarks



As part of the water and sewer enterprise fund, the City has an unrestricted fund balance of \$5.58 million in addition to ARPA funds of \$1.26 million for a total of \$6.84 million in set-aside utility funding. The City does not depend on interfund transfers to balance its water and sewer enterprise fund. It should also be noted that the unassigned General Fund balance is \$5.78 million for Southport.

Aside from the water and sewer enterprise fund, other financial indicators show that Southport is fiscally solvent. The fiscal year 2024 (FY24) budgeted property tax rate is revenue neutral at \$0.275 per 1,000 assessed value following the County's reevaluation. The 2021 Census median household income is \$68,301 and the poverty rate is 5.57%.

The fiscal year 2023 (FY23) trial balance revenues for the water and sewer fund are shown in **Table 3**. The potential loss of water fund revenue for Southport in a merger or regionalization scenario should be recognized. Revenues cover the cost of distribution system staffing, operations and maintenance, water purchases paid to Brunswick County, capital outlay, and debt service. Further, this revenue assists the City with partial funding of other City budget items and must be accounted for if water sales revenue is no longer available.

Table 3. Southport Water/Sewer Trial Balance Revenues

Account Number	Description	Budget Amount	% Water	\$ Water	% Sewer	\$ Sewer
REVENUE	Water/Sewer					
DEPT 91						
31-91-3350-0400	Water Inventory Asset Grant	\$ -				
31-91-3420-0200	FEMA Reimbursement WS	\$ -				
31-91-3470-0890	WW Treatment Env Study	\$ -				
31-91-3720-0000	Water Sales	\$ 2,055,672	100%	\$2,055,672	0%	\$0
31-91-3720-0100	Water/Sewer Tap Fees	\$ 75,885	50%	\$37,943	50%	\$37,943
31-91-3720-0200	Sewer Impact Fees	\$ -				
31-91-3720-0300	Water Impact Fees	\$ -				
31-91-3720-0400	Service Charges	\$ 26,095	50%	\$13,048	50%	\$13,048
31-91-3740-0000	Sewer Sales	\$ 3,850,000	0%	\$0	100%	\$3,850,000
31-91-3780-0000	Transfer From System Dev Cap	\$ 780,983	11%	\$87,515	89%	\$693,468
31-91-3780-1000	Transfer From General Fund	\$ -				
31-91-3831-0000	Interest Earned	\$ -				
31-91-3833-0005	Donations UB	\$ -				
31-91-3835-0000	Sale of Fixed Assets	\$ -				
31-91-3839-0000	Miscellaneous Revenues	\$ 22,925	50%	\$11,463	50%	\$11,463
31-91-3839-0200	Insurance Recovery	\$ -				
31-91-3839-0500	Credit Card Fee	\$ -				
31-91-3920-0000	Proceeds From Financing	\$ 631,977	50%	\$315,989	50%	\$315,989
31-91-3991-0000	Appropriated Fund Balance	\$ 169,403	50%	\$84,701	50%	\$84,701
31-91-3991-0100	Undesignated Revenue	\$ -				
31-91 REVENUE Total:		\$ 7,612,940		\$ 2,606,329		\$ 5,006,610
REVENUE						
DEPT 92						
32-92-3720-0200	Sewer Development Fees	\$ 693,468	0%	\$0	100%	\$693,468
32-92-3720-0300	Water Development Fees	\$ 87,515	100%	\$87,515	0%	\$0
32-92 REVENUE Total:		\$ 780,983		\$ 87,515		\$ 693,468

Southport has an annual water and sewer operating budget of \$7.613 million for FY23 inclusive of \$781,000 in system development fees. The City is projected to lose \$2.606 million in water system operating revenues, inclusive of \$88,000 in water development fees, under a merged water utilities scenario.

From a water and sewer budget expenses analysis, it is estimated that water system expenses total \$3.88 million (51%) and sewer expenses total \$3.73 million (49%). Examination of individual line items reveals that Southport may consider retaining, through other revenue streams, \$584,000 for water and \$584,000 for sewer expenditures (16% of total) while an acquiring utility partner would absorb \$3.3 million for water and \$3.1 million for sewer (84% of total) expenditures.

The \$1.16 million retained by Southport would be to cover a portion of personnel and fringe benefits expenditures for employees that work on other Town-owned systems (\$776,000), professional fees (\$58,000), vehicle and departmental supplies (\$15,000), communications

(\$4,000), repair and maintenance of equipment and vehicles (\$8,000), contract services (\$64,000), insurance and bonding (\$19,000), capital outlay expenditures (\$126,000), and contingency (\$90,000).

3.1.3 *Brunswick County*

Figure 3 depicts the water treatment plant (WTP) service areas for Brunswick County. All the County's water customers and wholesale water customers receive either all or part of their water from the Northwest WTP. The facility is currently under construction to expand its filter capacity from 24 million gallons per day (MGD) to 48 MGD; the project will also provide a low-pressure reverse osmosis treatment capacity of no less than 36 MGD. The Northwest WTP takes water from the Cape Fear River above Lock and Dam #1 in Bladen County through a contract with Lower Cape Fear Water and Sewer Authority (LCFWASA).

Within the City of Southport's service area, water from the Northwest WTP is blended with water from the Highway 211 (211) WTP. The 211 WTP draws from a series of groundwater wells drilled into the Castle Hayne Aquifer. The 211 WTP is rated for 6.0 MGD, but due to limitations of the supply from the existing wells, the facility has historically operated at a maximum rate of 5.0 MGD.

3.1.4 *Summary*

According to the City's provisional 2022 Local Water Supply Plan (LWSP), June was the month with the greatest average daily use of 0.6172 MGD. Similarly, the County had its greatest one-day system demand of 29.234 MGD on June 25, 2022, nearly reaching its current water system capacity of 30 MGD shared between the Northwest and 211 facilities.

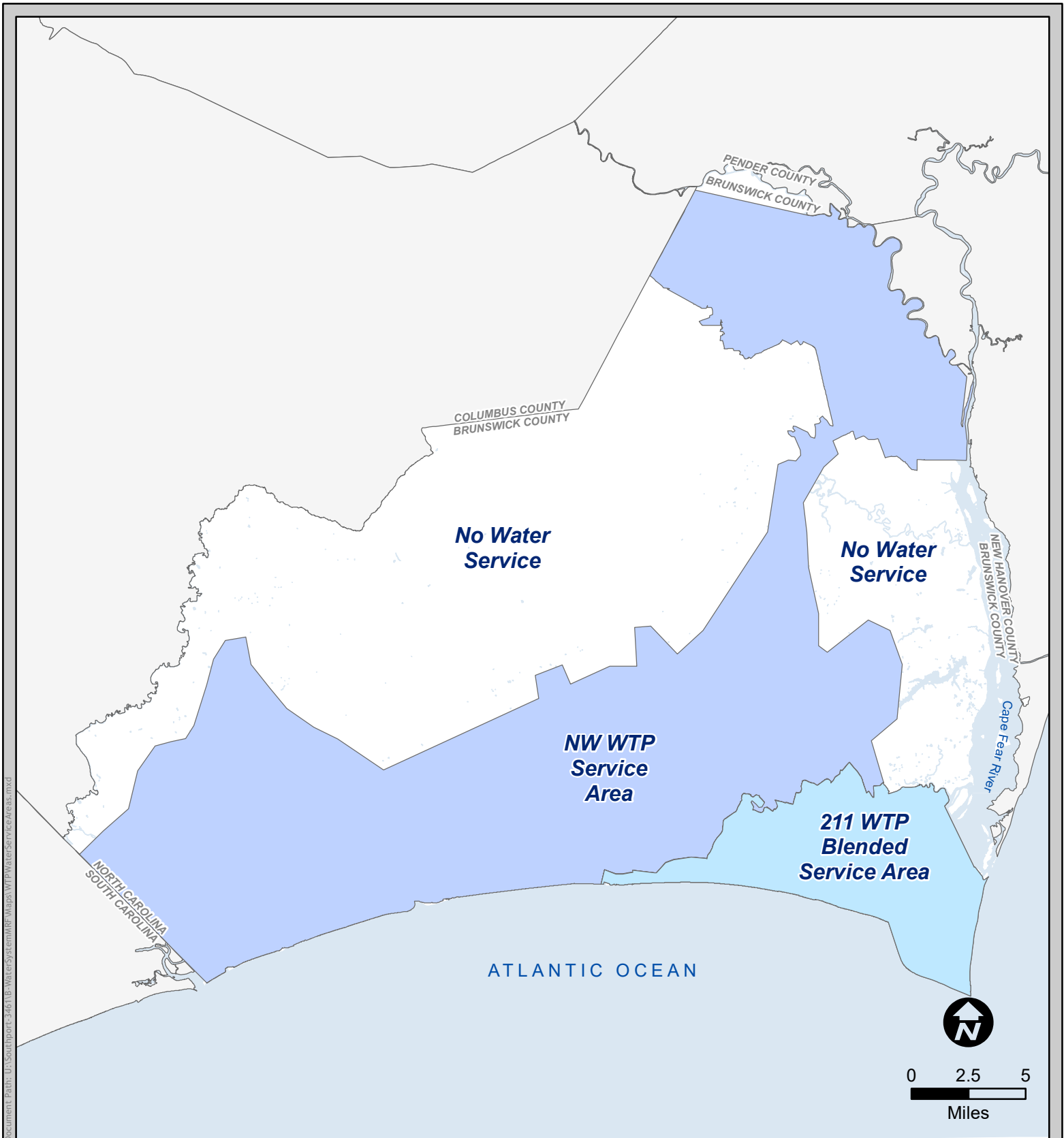


Figure 3
Water Plant
Service Areas
 Brunswick County, NC
 September 2023

Legend

- 211 WTP Blended Service Area
- NW WTP Service Area
- County Boundary
- River/Ocean

Wooten

The Wooten Company makes every effort to produce and publish GIS maps using the most current and accurate information possible, however the maps are strictly for planning purposes only. The maps are compiled from recorded deeds, plats, and other public and private records and data. Users of the maps are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information on this map. The Wooten Company assumes NO responsibility for the information contained on the maps unless the map is signed and sealed by a licensed Professional Land Surveyor. Please contact the GIS Group at (919) 828-0531 or tcohan@thewootencompany.com for data source information.

4.0 ANTICIPATED MAJOR WATER IMPROVEMENTS

The cost and complexity of future water improvements should be considered for any anticipated water merger or regional system. While the City and County water systems are already connected, improvements are being planned and implemented to maintain long-term viability and resiliency of each system. Costs for these projects have associated debt service and will impact customer rate structures.

4.1 CITY OF SOUTHPORT

The City's Capital Project (Fund 23) line annually has about \$1.2 million reserved across all departments. The City's 2021 AMP included a Capital Improvement Plan (CIP) for capital projects extending over a 10-year horizon with 2021 as its base year. The first five years (2021-2026) of the plan addressed capital improvements for assets determined to be in either poor condition or that have reached the end of their useful life. **Table 4** identifies projects identified in the CIP that are still yet to be constructed. For purposes of this Study, no debt service is anticipated with these projects.

Table 4. City of Southport Capital Improvement Projects

Project	Year to Conduct	Cost
<i>Hydrants, Fair Condition, Installed 1985</i>	2025	\$94,500
<i>Minet V4 Collector</i>	2026	\$53,248
<i>Repeater Pole Units</i>		\$11,632
<i>Node units</i>	2027	\$408,070
<i>Meter Software, Service Fees, and Charges</i>		\$130,000
<i>6" Valve, Fair Condition, Installed 1992</i>		\$1,800
<i>Hydrants, Fair Condition, Installed 1990</i>	2030	\$248,500
<i>TOTAL</i>		\$947,750

4.2 BRUNSWICK COUNTY

The County's Draft 2023 Water Treatment and Distribution Master Plan provides recommended water system improvements for a 20-year CIP. **Table 5** lists critical improvements to the 211 WTP and to the County's transmission system in proximity to Southport totaling approximately \$80 million.

Table 5. Brunswick County Capital Improvement Projects

Project	Summary	Completion Year	Cost
<i>211 WTP Treatment Upgrades</i>	Improvements to the lime product and residual handling process	2027	\$52,983,000
<i>211 WTP HSPS Rehab and Replacement</i>	Three 200 HP pumps requiring rehab or replacement	2027	\$3,328,000
<i>211 WTP Wellfield AC Pipe Replacement</i>	Approximately 22,000 LF of AC pipe ranging from 6" – 14" replacement	2027	\$9,821,000
<i>211 WTP Wellfield Maintenance</i>	Annual (periodic) maintenance and rehab to restore well capacity and longevity	2027	\$981,000
<i>211 WTP West Transmission</i>	24" parallel/new main on Southport Supply Rd from 211 WTP to Middleton Ave	2030	\$13,646,000
<i>TOTAL</i>			\$80,759,000

5.0 WATER BILLING EVALUATION

For a merged or regional approach to water treatment and distribution, after identification of the project needs for each alternative, the overall revenues compared with costs for each system must be evaluated. Subsequent sections of this report will evaluate the current budgets provided by each the County and City, and project costs on an overall basis using capital project costs and other factors. This section focuses on FY22 billing data.

5.1 CITY OF SOUTHPORT

Table 6 provides a summary of the water billed for FY22 for residential and commercial customers. Commercial usage totaled approximately 36 MG, or 31% of the total annual water demand and 48% of total revenues. Residential usage totaled 78 MG and accounted for 69% of demand and 52% of annual revenues.

Table 6. FY22 Billed Water – City

	Residential	Commercial	Total
<i>Million Gallons (MG)/Year</i>	78	36	114
<i>Average MG/Month</i>	6.50	2.97	
<i>Average Million Gallons per Day (MGD)</i>	0.21	0.10	
<i>% of Total</i>	69%	31%	100%
<i>Max Month MGD</i>	0.25	0.12	
<i>Total Billed Per Year</i>	\$305,128	\$283,324	\$588,451
<i>% of Total</i>	52%	48%	100%
<i>Average Cost Per 1000 Gallons</i>	\$3.91	\$7.95	\$5.18

5.2 BRUNSWICK COUNTY

Table 7 provides a summary of the water billed by Brunswick County for FY22 using the same approach as the City of Southport. The County's wholesale customers totaled approximately 2,305 MG, or 47% of the total water demand and accounted for 40% of total revenues. Residential, commercial, and industrial customers consumed 2,565 MG or 53% of the water demand and accounted for 60% of revenues.

Table 7. FY22 Billed Water – County

	Residential/Commercial	Wholesale	Industrial	Total
<i>Million Gallons (MG)/Year</i>	2,027	2,305	538	4,870
<i>Average MG/Month</i>	168.92	192.09	44.80	
<i>Average Million Gallons per Day (MGD)</i>	5.55	6.32	1.47	
<i>% of Total</i>	42%	47%	11%	100%
<i>Max Month MGD</i>	7.08	9.28	1.95	
<i>Total Billed Per Year</i>	\$12,014,900	\$9,296,693	\$2,196,238	\$23,507,831
<i>% of Total</i>	51%	40%	9%	100%
<i>Average Cost Per 1000 Gallons</i>	\$5.93	\$4.03	\$4.08	\$4.83

6.0 POPULATION AND WATER DEMAND PROJECTIONS

6.1 POPULATION PROJECTIONS

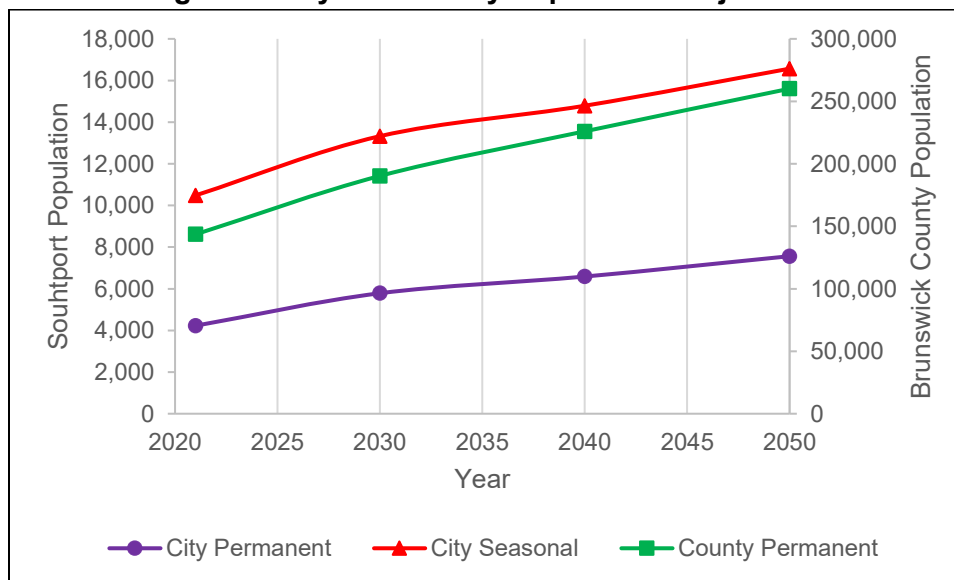
6.1.1 Through 2050

Table 8 provides the population projections for the City and County through 2050. The Office of State Budget and Management (OSBM) certified 2021 population estimates are presented for a baseline. The County's projections are drawn from the OSBM's population growth tables. The City's permanent population was predicted through 2050 taking an average of the growth rates contained in the City's complete 2020 LWSP and provisional 2022 LWSP and demonstrated between the OSBM 2020 base and certified 2021 estimates. The City's seasonal population through 2050 was estimated with the assistance of the Cape Fear Council of Governments (COG). **Figure 4** is a visual presentation of the City's permanent and seasonal population projections.

Table 8. City and County Population Projections

Year	2021	2030	2040	2050
<i>City Permanent Population</i>	4,226	5,786	6,587	7,564
<i>City Seasonal Population</i>	10,484	13,328	14,789	16,570
<i>County Permanent Population</i>	143,550	190,301	225,987	260,121

Figure 4. City and County Population Projections



6.1.2 Build-Out

The Cape Fear COG presented their Buildout Analysis for the City of Southport on September 9, 2023. The buildout does not have a time horizon and imagines maximum allocation of development to vacant lots. **Table 9** provides a summary of the two scenarios. The population

increase is based upon the addition of 2.43 persons per new housing unit. These housing units may be in extraterritorial jurisdiction (ETJ) or corporate limits.

Table 9. Population Estimates at Buildout

Scenario	2021	Additional Persons	Potential Population
<i>Based on Existing Zoning</i>	4,226	11,304	15,530
<i>Based on Modified Zoning</i>		22,605	26,831

The Modified Zoning estimate anticipates currently-zoned-as-industrial land will be utilized for future residential development and increases the residential density in vacant R-10 (single and two-family residences with 10,000 square foot minimum lots) and R-20 (single and two-family residences with 20,000 square foot minimum lots without public water and sewer, and 15,000 square foot minimum lots with either public water or sewer) zoning districts.

6.2 DEMAND PROJECTIONS

According to the City's 2020 LWSP, the City's 3,244 customers had a total average demand of 0.51 MGD. July had the highest maximum day use of 2020 with 0.95 MGD. Variance to FY22 billing records could be attributed to water loss and other factors. The City estimated water loss is roughly 18%.

The City's customer base is anticipated to grow annually by 5% from the 2020 base year. The flow projections through 2050 are shown in **Table 10** and shows that average water demand could total 2.2 MGD or 430% of current demands. Because the City must meet maximum day demands for water supply, this demand scenario is used for evaluation of alternatives.

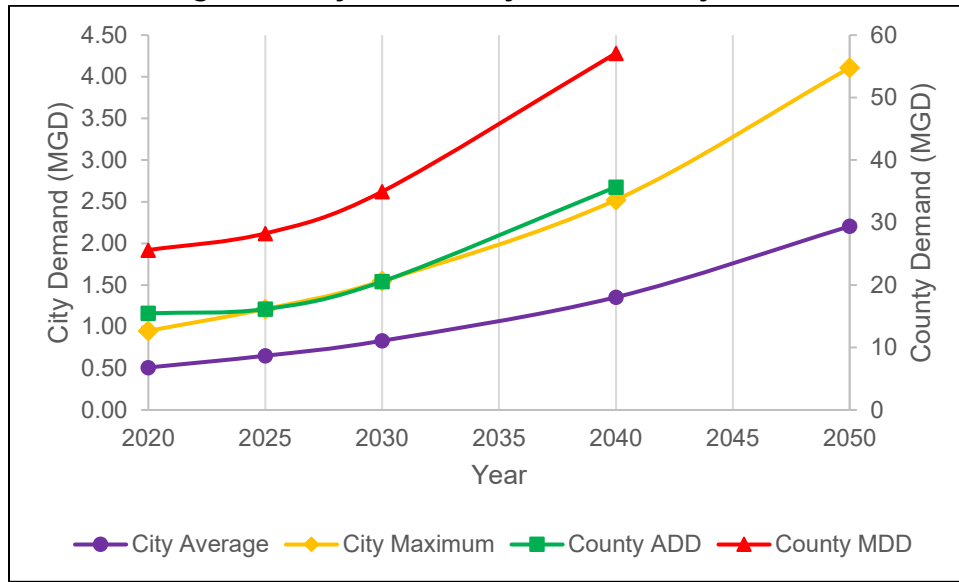
Table 10. City Demand Projections

Year	2020	2025	2030	2040	2050
<i>City Customers</i>	3,244	4,141	5,286	8,611	14,027
<i>City Demand - Average Daily (MGD)</i>	0.51	0.65	0.83	1.35	2.21
<i>City Demand - Maximum Day (MGD)</i>	0.95	1.21	1.55	2.52	4.11

6.3 SUMMARY

Figure 5 is a visual presentation of the projected demands in **Table 10** and the expected average day demand (ADD) and Maximum Daily Demand (MDD) from the County's Draft 2023 Water Treatment and Distribution Master Plan. For purposes of the MRF Study, it was assumed that capacity needs of the County's water distribution and treatment systems will be improved as needed to capture the City's future demand.

Figure 5. City and County Demand Projections



7.0 WATER SYSTEM OPERATING BUDGET AND PERSONNEL

The comparison and evaluation of the current water operating budgets for the City and the County is necessary to help provide a basis for a possible utility system merger in the future.

7.1 WATER COST OF OPERATIONS COMPARISON

Table 11 shows the resulting unit costs of operation. The FY22 water “billed” flow (metered consumption) and the current budgets were used to determine the unit cost per thousand-gallons. The City’s FY23 average cost per thousand gallons is also included for comparison purposes which indicates that the cost of operation is \$2.78 higher. While the City’s water volume only rose about 3% between FY22 and FY23, the change in the City’s water rates reflected the increase in the City’s cost of operation.

Table 11. Unit Costs of Operation

Water System	Fiscal Year	Total Charges	Water Billed (MG)	Average Cost/1000 gallons
City of Southport	FY22	\$588,451	114	\$5.18
	FY23	\$927,896	117	\$7.96
Brunswick County	FY22	\$23,507,831	4,870	\$4.83

7.2 WATER RATES

After comparing the overall unit costs for each system, it is helpful to compare actual water rates from typical residential users. A typical residential customer using 5,000 gallons per month is used for comparison purposes.

7.2.1 City of Southport

Table 12 shows the monthly bill for a typical residential user within the City limits using 5,000 gallons of water monthly based on rates effective July 1, 2023. These rates are neither reflected in **Table 6** nor **Table 11**.

Table 12. City Residential Water Rate

Base Rate	1,001 – 3,000 gallons (per 1,000)	3,001 – 5,000 gallons (per 1,000)	Total Bill
\$26.45	\$8.73	\$10.45	\$64.81

7.2.2 Brunswick County

Table 13 shows the monthly bill for a typical residential user with a $\frac{3}{4}$ ” retail meter using 5,000 gallons of water monthly based on rates effective July 1, 2023. These rates are neither reflected in **Table 7** nor **Table 11**.

Table 13. County Residential Water Rate

Base Rate	0-4,999 gallons (per 1,000)	Total Bill
\$16.00	\$4.15	\$36.75

The \$28.06 difference between water rates for a residential is notable. Not only is the base rate \$10.45 higher for the City, the County maintains a single variable rate of \$4.15 for the first 5,000 gallons while the City has two higher variable rates of \$8.73 and \$10.45 at the 1,000 and 3,000 gallon thresholds, respectively.

7.3 HIGH LEVEL WATER EXPENDITURE COMPARISON

The FY22 salaries and fringe benefits, operating expenditures, repairs and maintenance, and the annual debt service are the major water expenditures used for comparison purposes in **Table 14**. Comparing the differences may indicate potential cost sharing, or potentially savings, due to the economies of scale of operating a larger system.

Also, a significant cost difference when comparing salaries and wages with number of personnel could indicate the probability of operational complexities within the system that require higher levels of personnel training.

Table 14. FY22 Major Water Expenditures

Water System	Salaries & Fringe Benefits	Operating Expenditures	Repairs & Maintenance (R&M)	Debt Service	Personnel
<i>City of Southport</i>	\$373,984	\$196,047	\$0	\$0	7.4
<i>Brunswick County</i>	\$7,968,594	\$8,116,933	\$5,294,529	\$3,227,386	94.8

On a per employee basis, shown in **Table 15**, the County operates at \$259,709 per employee and the City operates at \$76,681; but historically the City does not have the same level of Repairs and Maintenance or Debt Service costs that are presently incurred by the County. Excluding the Repairs & Maintenance and Debt Service costs for the County leaves a differential gap of \$93,000 between the City and County on a per employee basis.

Table 15. FY22 Total Expenditures per Employee

Water System	Total Expenditures	Personnel	Total per Employee	Total per Employee, exc. R&M & Debt Service
<i>City of Southport</i>	\$570,031	7.4	\$76,681	\$76,681
<i>Brunswick County</i>	\$24,607,442	94.8	\$259,709	\$169,768

8.0 ALTERNATIVES

The Cape Fear River Basin is the largest river basin in North Carolina—and its most industrialized¹. However, that industrial activity has also been linked to the presence of per- and polyfluoroalkyl substances (PFAS), specifically hexafluoropropylene oxide-dimer acid, otherwise known by its trade name GenX. In June 2017, the North Carolina Department of Environmental Quality (NCDEQ) and the North Carolina Department of Health and Human Services began investigating the presence of GenX in the Cape Fear River. In November 2021, NCDEQ “determined that Chemours is responsible for contamination of groundwater monitoring wells and water supply wells in New Hanover County and potentially Pender, Columbus, and Brunswick counties.”²

In February 2019, a Consent Order between NCDEQ, Cape Fear River Watch, and Chemours was signed; in 2022, the Consent Order incorporated the U.S. Environmental Protection Agency (USEPA)’s health advisory level for GenX of 10 parts per trillion (ppt). Private well sampling funded by Chemours began in February 2022 and is still ongoing. As part of the Four Counties Sampling Program, more than 5,500 residences have been sampled. In Brunswick County alone, over 50 wells exceeded 10 ppt for GenX, and more than 100 wells have PFAS (other than GenX) levels above 10 ppt or a total sum of PFAS above 70 ppt³.

The PFAS contamination of the Cape Fear River Basin and the ever-evolving regulatory landscape helped drive the search for alternatives. To identify whether regional approaches would be feasible, permitted capacities of existing treatment facilities in Brunswick County were investigated; this information is summarized in **Table 16**. The County’s three-phase expansion of the Northwest WTP will feature reverse osmosis, which is effective at removing PFAS, according to the USEPA. The County anticipates the RO system to go online in late 2023, with final completion in early 2024. The H2GO WTP, which went online in 2023, also uses RO.

¹ North Carolina Office of Environmental Education and Public Affairs. (2018). Cape Fear River Basin [Brochure]. Retrieved from <https://www.eenorthcarolina.org/documents/files/cape-fear-river-basin>

² North Carolina Department of Environmental Quality. (2021, November 3). DEQ expands actions required by Chemours to address GenX/PFAS contamination [Press release]. Retrieved from <https://www.deq.nc.gov/news/press-releases/2021/11/03/deq-expands-actions-required-chemours-address-genxpfas-contamination>

³ Chemours. (2023). Consent Order Progress Report for Second Quarter 2023. Retrieved from https://www.chemours.com/en/-/media/files/corporate/fayetteville-works/2q2023-quarterly-progress-report_0.pdf?rev=b70e36f180a6472da4381e86ec66fa97&hash=6B1BDF9B12B3F533C1EB45DE61583F6D

Table 16. Capacities of Facilities in Brunswick County

Water Treatment Facility		Approx. Distance from Southport (miles)	Treatment Facility Type	Permit Number	Permitted Capacity (MGD)	Potential Feasible Solution (Y/N)
Northwest WTP/Hood Creek WTP	Brunswick County	26.49	Surface Water	NC0057533	24	Y
Beaverdam Creek WTP/211 WTF		4.30	Groundwater	NC0040061	6.0	
H2GO WTP	H2GO	18.98	Groundwater	NC0089613	6.0	Y

Evaluation of the alternatives was conducted using a 20-year present worth analysis. Present worth analysis involves comparing mutually exclusive alternatives by converting their future cash flows to equivalent present monetary units. From this a present value (PV) is calculated – PV is the current value of a future sum of money or stream of cash flows given a specified discount rate; here, the current year is assumed to be FY27. The alternative with the smallest PV is the least costly alternative to implement; non-monetary elements are not factored into the analysis. Operations, maintenance, and capital outlay costs from the County's 2022 Comprehensive Annual Financial Report and the City's Financial Statements for the Year Ended June 30, 2022 were adjusted to FY27 using a 4.0% annual cost escalation factor. These annual O&M costs were assumed to be constant over a 20-year timeframe and converted to a single FY27 cash value using a present worth discount factor of 4.6%. This lump sum payment was then added to the expected FY27 capital cost for each alternative.

The PV from an annual payment of A over n years with discount rate r is found from the formula below:

$$PV = A \left[\frac{(1 + r)^n - 1}{r(1 + r)^n} \right]$$

The total PV was then divided by the projected number of customers for FY27 assuming an annual 5.0% customer growth scenario. This generates a PV cost per customer for comparison purposes.

8.1 ALTERNATIVE 1: RETAIN OWNERSHIP & OPERATIONS

This alternative maintains the current situation, whereby the City continues to own, operate, and maintain its distribution system and receives revenue through water sales. The City would continue to purchase finished water from Brunswick County through a wholesale customer rate.

8.1.1 Advantages and Disadvantages

Advantages:

- The City retains ownership and remains in control of the future of its water distribution system utility. Without merging, the City can make its own decisions about capital projects to address water capacity and quality needs and its local impacts.

- The City retains revenues from water sales, helping offset costs for employees partially funded by water revenues.
- The City continues to have a negotiated interlocal agreement with Brunswick County for water purchase.

Disadvantages:

- The City determines ways to manage planned expenditures, including major capital improvement costs, through periodic customer rate adjustments (costs are spread out over a smaller number of customers).
- The City remains responsible for all costs associated with current and future capital improvement projects.
- Water rates likely remain higher for residential and commercial users which may limit future growth in the City's service area.
- The City may be limited in recruiting future heavy commercial and industrial customers as allotted water capacity will continue to be negotiated with the County.
- By operating as a stand-alone system, incentives to merge systems and opportunities for economies of scale cost savings are diminished.

8.1.2 Cost Summary

Table 17 shows the estimated present value (PV) of this alternative in 2027 dollars per City customer. O&M costs (including Adjusted Base salaries and fringe benefits, operating expenditures, repairs and maintenance, water purchases, and capital outlay) are assumed to escalate at 4% annually using the FY22 water and sewer expenditures budget as a baseline. For this alternative, bulk water purchases are expected to increase 4% annually and capital outlay is a new line item that is expected to account for 10% of recurring expenditures.

Table 17. Present Worth Analysis of Alternative #1

Alternative #1	FY22 Base	Base Adjustment	Adjusted Base	Adjusted FY27
<i>Operation & Maintenance</i>				
Salaries & Fringe Benefits	\$ 373,984	\$ -	\$ 373,984	\$ 455,008
Operating Expenditures	\$ 196,047	\$ -	\$ 196,047	\$ 238,521
Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -
Water Purchases	\$ 825,515	\$ -	\$ 825,515	\$ 1,004,365
Capital Outlay	\$ -	\$ 150,000	\$ 150,000	\$ 182,498
Debt Service	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 1,395,546			\$ 1,880,392
No. of Water Customers	3,244			4,141
Avg Monthly Charge per Customer	\$ 35.85			\$ 37.84
PRESENT WORTH ANALYSIS				
O&M + Capital Outlay Value (exc. Debt Service)				\$ 1,880,392
Interest Factor				4.6%
20 Year Present Worth O&M + Capital Outlay Value				\$ 24,249,447
Total				\$ 24,249,447
PV per Customer				\$ 5,856
Notes:				
1. FY22 Base Salaries & Fringe Benefits and Operating Expenditures reflect 50% of total costs for Water and Sewer Ent. Fund Budget.				
2. Capital Outlay is adjusted to represent approx. 10% of total recurring expenditures.				

The cost summary table shows that estimated rates for water service per customer will continue to increase due to inflationary factors; the City will be less able to spread costs due to a smaller overall customer base. The projected 20-year present worth total is \$24.2 million generating a cost per customer of \$5,856 based on 4,141 connections.

8.2 ALTERNATIVE 2: MERGE WITH BRUNSWICK COUNTY

According to the Journal AWWA, fewer than 100 sales and purchases of water utilities by privately owned utilities occur annually; sales and purchases by municipal water systems tend to occur even less frequently, and then only usually between neighboring municipalities⁴. The City is in a unique position in that it purchases water at a wholesale rate from the County.

For this alternative, the potential exists that the City would no longer need to employ water system associated staff as the County would maintain and repair the water system; but the City's water

⁴ Mastracchio, J., McCartney, A., Fedder, T., Bui, A., King, P., Lane, M. (2020). How much is it worth? An overview of valuing water utilities. *Journal AWWA*, 112(8), 32-43. <https://doi.org/10.1002/awwa.1554>

system employees may in turn be retained by Brunswick County Public Utilities Department. The City will also forgo revenues from water sales. The County would assume ownership, operation, and maintenance of the City's water distribution system.

8.2.1 Advantages and Disadvantages

Advantages:

- The City would continue to depend on Brunswick County for reliable water supply.
- As a member entity, the City would no longer be solely financially responsible for operating, maintaining, and repairing its water distribution system.
- City customers would pay a negotiated rate as part of the County's system, and the City would no longer pay a bulk wholesale rate to the County. The new negotiated member rate is expected to be approximately 60% of the current bulk wholesale rate.
- The City's water system and administrative personnel may be hired by the County to continue to operate and maintain the City's system.
- Lower water rates for the City's customers would likely result from becoming part of a larger system with a higher number of customers providing economies of scale savings.

Disadvantages:

- The City relinquishes control of its distribution system as an asset valued at approximately \$16.8 million (refer to **Table 2**).
- The City has less control over its planned future expansion of its water system; the County, in consultation with the City, may make decisions regarding available water system capacity which could affect industry recruitment and local needs/goals.
- The City loses revenues from water sales and must find other means to fund water-related personnel or eliminate those positions. Revenues lost must be compensated for by other means to maintain staffing and help fund other budget items funded via water sales.
- This revenue loss may result in increased taxes and fees to fund this deficit. **Table 18** apportions the Revenue Departments 31-91 and 32-92 from January to December 2023 between water and sewer sectors. The revenue breakdown for 32-92 account numbers is reflected in the line item for 31-91-3780-0000. Water sales comprise more than 25% of the total \$7.6 million budgeted for 31-91.

Table 18. Southport Water/Sewer Trial Balance Revenues

Account Number	Description	Budget Amount	% Water	\$ Water	% Sewer	\$ Sewer
REVENUE						
DEPT 91						
Water/Sewer						
31-91-3350-0400	Water Inventory Asset Grant	\$ -				
31-91-3420-0200	FEMA Reimbursement WS	\$ -				
31-91-3470-0890	WW Treatment Env Study	\$ -				
31-91-3720-0000	Water Sales	\$ 2,055,672	100%	\$2,055,672	0%	\$0
31-91-3720-0100	Water/Sewer Tap Fees	\$ 75,885	50%	\$37,943	50%	\$37,943
31-91-3720-0200	Sewer Impact Fees	\$ -				
31-91-3720-0300	Water Impact Fees	\$ -				
31-91-3720-0400	Service Charges	\$ 26,095	50%	\$13,048	50%	\$13,048
31-91-3740-0000	Sewer Sales	\$ 3,850,000	0%	\$0	100%	\$3,850,000
31-91-3780-0000	Transfer From System Dev Cap	\$ 780,983	11%	\$87,515	89%	\$693,468
31-91-3780-1000	Transfer From General Fund	\$ -				
31-91-3831-0000	Interest Earned	\$ -				
31-91-3833-0005	Donations UB	\$ -				
31-91-3835-0000	Sale of Fixed Assets	\$ -				
31-91-3839-0000	Miscellaneous Revenues	\$ 22,925	50%	\$11,463	50%	\$11,463
31-91-3839-0200	Insurance Recovery	\$ -				
31-91-3839-0500	Credit Card Fee	\$ -				
31-91-3920-0000	Proceeds From Financing	\$ 631,977	50%	\$315,989	50%	\$315,989
31-91-3991-0000	Appropriated Fund Balance	\$ 169,403	50%	\$84,701	50%	\$84,701
31-91-3991-0100	Undesignated Revenue	\$ -				
31-91 REVENUE Total:		\$ 7,612,940		\$ 2,606,329		\$ 5,006,610
REVENUE						
DEPT 92						
32-92-3720-0200	Sewer Development Fees	\$ 693,468	0%	\$0	100%	\$693,468
32-92-3720-0300	Water Development Fees	\$ 87,515	100%	\$87,515	0%	\$0
32-92 REVENUE Total:		\$ 780,983		\$ 87,515		\$ 693,468

8.2.2 Cost Summary

Table 19 shows the estimated PV of this alternative in 2027 dollars per County customer. Current City customers are assumed to become County customers. O&M costs (including Adjusted Base salaries and fringe benefits, operating expenditures, repairs and maintenance, water purchases, and capital outlay) are assumed to escalate at 4% annually using the FY22 water expenditures budget as a baseline. For this alternative, bulk water purchase charges are assumed to be 60% of current County charges with the City becoming a partner of the County system. And capital outlay has been adjusted to account for 10% of recurring expenditures.

Table 19. Present Worth Analysis of Alternative #2

Alternative #2	FY22 Base	Base Adjustment	Adjusted Base	Adjusted FY27
Operation & Maintenance				
Salaries & Fringe Benefits	\$ 7,968,594	\$ 373,984	\$ 8,342,578	\$ 10,150,021
Operating Expenditures	\$ 8,116,933	\$ 196,047	\$ 8,312,980	\$ 10,114,011
Repairs & Maintenance	\$ 5,294,529	\$ -	\$ 5,294,529	\$ 6,441,604
Water Purchases	\$ -	\$ 495,000	\$ 495,000	\$ 602,243
Capital Outlay	\$ 4,018,506	\$ (1,200,000)	\$ 2,818,506	\$ 3,429,144
Debt Service	\$ 3,227,386	\$ -	\$ 3,227,386	\$ 3,227,386
Total Recurring Expenditures	\$ 28,625,948		\$ 28,490,979	\$ 33,964,409
No. of Water Customers	51,180			69,462
Avg Monthly Charge per Customer	\$ 46.61			\$ 40.75
PRESENT WORTH ANALYSIS				
O&M + Capital Outlay Value (exc. Debt Service)				\$ 30,737,023
Interest Factor				4.6%
20 Year Present Worth O&M + Capital Outlay Value				\$ 396,383,119
Total				\$ 396,383,119
PV per Customer				\$ 5,706
Notes:				
1. Base Adjustment Salaries & Fringe Benefits and Operating Expenditures reflect 50% of total costs for Water and Sewer Ent. Fund Budget.				
2. Bulk water purchase adjustment of \$495K assumes new Brunswick Co. member rate will be 60% of existing bulk customer rate.				
3. Capital Outlay is adjusted to represent approx. 10% of total recurring expenditures.				

Under this scenario, acquisition of the City's distribution system, valued at approximately \$16.8 million, by the County could be negotiated but is not included in **Table 19**. (Refer to **APPENDIX B** for a more detailed valuation of the City's distribution system.)

The projected 20-year present worth total is \$396 million generating a cost per customer of \$5,706 based on 69,462 connections.

8.3 ALTERNATIVE 3: REGIONALIZATION WITH BRUNSWICK REGIONAL WATER AND SEWER H2GO

This alternative involves the installation of a 12-inch distribution line conveying finished water from the one (1)-MG Leland Industrial Park tank owned by H2GO to a new 750,000-gallon tank. Due to distance between Leland and Southport, it is assumed two booster pump stations (BPS) will be necessary.

It is assumed that the City would negotiate a similar wholesale bulk water purchase agreement with H2GO as it currently has with the County. The two systems would not merge and the City would continue to be responsible for the capital improvements, associated debt service, and continued O&M costs for its distribution system.

A figure for this route is provided in **APPENDIX C**. The construction cost estimate is provided in **Table 20**. The credit to the City to transfer its existing storage capacity of the 1-MG tank to the County is not included in the estimate. And the City continues to manage its own distribution system.

Table 20. Preliminary Cost Opinion – H2GO Water System Connection

Description	Quantity		Unit Cost	Total Cost
16" PVC C900 Watermain	120,000	LF	\$400	\$48,000,000
Stream Crossing	3	EA	\$25,000	\$75,000
Railroad Crossing	50	LF	\$1,000	\$50,000
Sedimentation & Erosion Control	1	LS	\$480,000	\$480,000
Pavement and Driveway Repair	8,000	SY	\$75	\$600,000
Finished Water Booster Station	2	EA	\$600,000	\$1,200,000
H2GO WTP Expansion (4.0 MGD)	4,000,000	GAL	\$10	\$40,000,000
New Elevated Storage Tank	750,000	GAL	\$5	\$3,750,000
Total Construction Costs				\$94,155,000
Contingency (15%)				\$14,123,000
Easements & Right of Way				\$471,000
Engineering & Inspection				\$13,182,000
Legal & Administrative				\$942,000
Total Project Cost				\$122,873,000

8.3.1 Cost Summary

Table 21 shows the PV of this alternative in 2027 dollars per City customer. O&M costs (including Adjusted Base salaries and fringe benefits, operating expenditures, repairs and maintenance, water purchases, and capital outlay) are assumed to escalate at 4% annually using the FY22 water and sewer expenditures budget as a baseline. For this alternative, bulk water purchase charges are expected to be 15% higher than the County and capital outlay is expected to account for 10% of recurring expenditures.

In 2027, the City's debt service is based on a 20-year low interest loan to cover the capital improvements of \$122.873 million identified in **Table 20** for a total of \$7.157 million.

Table 21. Present Worth Analysis of Alternative #3

Alternative #3	FY22 Base	Base Adjustment	Adjusted Base	Adjusted FY27
<i>Operation & Maintenance</i>				
Salaries & Fringe Benefits	\$ 373,984	\$ -	\$ 373,984	\$ 455,008
Operating Expenditures	\$ 196,047	\$ -	\$ 196,047	\$ 238,521
Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -
Water Purchases	\$ 825,515	\$ 123,827	\$ 949,342	\$ 1,155,020
Capital Outlay	\$ -	\$ 160,000	\$ 160,000	\$ 194,664
Debt Service	\$ -	\$ 7,156,828	\$ 7,156,828	\$ 7,156,828
Total Expenditures	\$ 1,395,546			\$ 9,200,042
No. of Water Customers	3,244			4,141
Avg Monthly Charge per Customer	\$ 35.85			\$ 185.14
PRESENT WORTH ANALYSIS				
		H2GO Connection Capital Imp Cost	\$	122,873,000
		O&M + Capital Outlay Value (exc. Debt Service)	\$	2,043,214
		Interest Factor		4.6%
		20 Year Present Worth O&M + Capital Outlay Value	\$	26,349,182
		Total	\$	149,222,182
		PV per Customer	\$	36,035
Notes:				
1. FY22 Base Salaries & Fringe Benefits and Operating Expenditures reflect 50% of total costs for Water and Sewer Ent. Fund Budget.				
2. Bulk water purchase adjustment assumes negotiated rate with BRH2GO will be 15% higher than ex. Agreement rate with Brunswick Co.				
3. Capital Outlay is adjusted to represent approx. 10% of total recurring expenditures.				
4. Debt service adjustment for H2GO Connection.				

The projected 20-year present worth total is \$149 million generating a cost per customer of \$36,035 based on 4,141 connections. Ultimately, due to capacity concerns of the H2GO WTP and overall associated capital costs to upgrade and expand it, this alternative is deemed infeasible and is removed from further consideration.

8.4 ALTERNATIVE 4: NEW REVERSE OSMOSIS WATER TREATMENT PLANT

This alternative involves the City constructing a new reverse osmosis water treatment plant for the City's long-term water supply. While significant headwinds prevent this from being a feasible alternative, for purposes of this Study, presentation of this approach shows how it compares with the other alternatives presented.

Reverse osmosis is an effective means for treating groundwater (and surface water) and aligns well with water supply needs; further, it has been successfully permitted and constructed in the region. However, construction of a new water treatment plant would mean that the City abandons its long-term arrangement with the County for water supply. This alone provides logistical challenges and is not an immediate solution. Planning, design, and construction of a new water plant, should sufficient groundwater supply be found, would take at least five years. Challenges also include permitting hurdles, overall costs, and land availability to list a few.

The construction cost estimate is provided in **Table 22**. In this alternative, the City will maintain its share of the 1-MG tank and rehabilitate its existing offline tank.

Table 22. Preliminary Cost Opinion – City Reverse Osmosis Water Treatment Plant

Description	Quantity		Unit Cost	Total Cost
Above Ground Well Cost	3	EA	\$1,000,000	\$3,000,000
Raw Water Transmission	20,000	LF	\$100	\$2,000,000
Rehabilitate Existing Tank	1	LS	\$750,000	\$750,000
RO Interior Process Piping	1	LS	\$2,000,000	\$2,000,000
Below Ground Yard Piping	1	LS	\$2,500,000	\$2,500,000
Civil and Site Work	1	LS	\$4,000,000	\$4,000,000
Process Equipment and Installation	1	EA	\$8,000,000	\$8,000,000
Structural (concrete and metalwork)	1	EA	\$3,500,000	\$3,500,000
Architectural RO Building	1	EA	\$5,000,000	\$5,000,000
SCADA System	1	EA	\$2,000,000	\$2,000,000
RO Building Plumbing	1	EA	\$400,000	\$400,000
RO Building HVAC	1	EA	\$1,500,000	\$1,500,000
WTP 4.0 MGD (including Generator and Supplemental Storage)	1	LS	\$40,000,000	\$40,000,000
Site Electrical	1	LS	\$900,000	\$900,000
Well Site Electrical	3	EA	\$330,000	\$990,000
Portable Generators	2	EA	\$185,000	\$370,000
Total Construction Costs				\$76,910,000
Contingency (15%)				\$11,537,000
Land Purchase				\$250,000
Engineering & Inspection				\$11,537,000
Legal & Administrative				\$1,538,000
Total Project Cost				\$101,772,000

8.4.1 Cost Summary

Table 23 shows the PV of this alternative in 2027 dollars per City customer. O&M costs (including Adjusted Base salaries and fringe benefits, operating expenditures, repairs and maintenance, and capital outlay) are assumed to escalate at 4% annually using the FY22 water and sewer

expenditures budget as a baseline. For this alternative, capital outlay is expected to account for 10% of recurring expenditures.

In 2027, the City's debt service is based on a 20-year low interest loan to cover the capital improvements of \$101.772 million identified in **Table 22** for a total of \$5.928 million.

Table 23. Present Worth Analysis of Alternative #4

Alternative #4	FY22 Base	Base Adjustment	Adjusted Base	Adjusted FY27
<i>Operation & Maintenance</i>				
Salaries & Fringe Benefits	\$ 373,984	\$ 112,195	\$ 486,179	\$ 591,511
Operating Expenditures	\$ 196,047	\$ 58,814	\$ 254,861	\$ 310,077
Repairs & Maintenance	\$ -	\$ 500,000	\$ 500,000	\$ 608,326
Water Purchases	\$ 825,515	\$ (825,515)	\$ -	\$ -
Capital Outlay	\$ -	\$ 140,000	\$ 140,000	\$ 170,331
Debt Service	\$ -	\$ 5,927,785	\$ 5,927,785	\$ 5,927,785
Total Expenditures	\$ 1,395,546			\$ 7,608,031
No. of Water Customers	3,244			4,141
Avg Monthly Charge per Customer	\$ 35.85			\$ 153.10
PRESENT WORTH ANALYSIS				
New RO WTP Capital Imp Cost				\$ 101,772,000
O&M + Capital Outlay Value (exc. Debt Service)				\$ 1,680,246
Interest Factor				4.6%
20 Year Present Worth O&M + Capital Outlay Value				\$ 21,668,367
Total				\$ 123,440,367
PV per Customer				\$ 29,809
Notes:				
1. FY22 Base Salaries & Fringe Benefits and Operating Expenditures reflect 50% of total costs for Water and Sewer Ent. Fund Budget.				
2. Salaries & Fringe Benefits and Operating Expenditures in Adjusted Base reflects 30% increase from FY22 Base to account for the new WTP operations.				
3. Capital Outlay is adjusted to represent approx. 10% of total recurring expenditures.				
4. Debt service adjustment for WTP construction.				

The projected 20-year present worth total is \$123 million generating a cost per customer of \$29,809 based on 4,141 connections.

9.0 CONCLUSIONS & RECOMMENDATIONS

By investigating merger or regional approaches to water treatment, transmission, and distribution, the City is proactively investigating means to share costs and provide the most viable, feasible, and long-term solution.

After evaluation of three alternatives, two alternatives remain viable. The City can continue to operate independently and pay for its water supply or it can merge with Brunswick County and benefit from a higher customer base and economies of scale cost savings. Operation and maintenance cost savings from regional negotiations with H2GO may also be realized, but the capital costs associated with building new infrastructure to pump water to the City outweigh any O&M savings.

Table 24. Summary of Alternatives

Alternative	Total Present Worth Cost	Total Present Worth Cost Per Customer	Feasible? (Yes/No)
<i>Retain Ownership & Operations</i>	\$24 million	\$5,856	Yes
<i>Merge with Brunswick County</i>	\$396 million	\$5,706	Yes
<i>Regionalization with Brunswick Regional Water and Sewer H2GO</i>	\$149 million	\$36,035	No
<i>New Reverse Osmosis Water Treatment Plant</i>	\$123 million	\$29,809	No

If the City wishes to divest itself of its water infrastructure, a merged scenario between the City and County appears to be the simplest and most cost-effective means towards regionalization. It is the most feasible of the two alternatives involving regionalization or merger. Furthermore, as the City is pursuing merger of its wastewater collection system with the County's, there could be efficiencies gained from operating both systems by the County (ultimately lowering costs per each).

Construction of a new RO WTP for the City was not investigated further as it was deemed infeasible compared to the other alternatives. There are significant headwinds towards construction of new facilities including costs, uncertainty of supply source, and challenges obtaining permitting. Establishment of a new regional authority to manage water in the area would take years to develop, even if there was appetite for such an arrangement.

The City and County are already interconnected, with the County providing the City's water supply. AMP- and CIP-identified projects are planned for implementation so that the current arrangement can be maintained well into the future. And, based upon financial information provided, and estimated future costs, overall cost per customer is lower if the City's system becomes part of a larger system.

It should be noted that such an arrangement would mean loss of water revenues, and the dedicated water system workforce would no longer be needed; however, the County may elect to

hire the City's staff to continue operations of the City's system plus other facilities owned and operated by the County.

Lastly, the City has both physical assets and personnel assets that should be used in negotiations if system consolidation is to occur. The City's distribution system assets of \$16.8 million (refer to **Table 2**) could be financially evaluated as they will be ultimately transferred to the County. Likewise, the City employs valuable personnel assets with technical and finance skills, system knowledge, and regional loyalty that would be extremely valuable in the continued operation, maintenance and repair of the City's existing system and forthcoming investment in County-owned facilities.

APPENDIX A

WHOLESALE BULK WATER SERVICE AGREEMENT
(EXCLUSIVE WITH MINIMUM PURCHASES)

THIS WHOLESALE BULK WATER SERVICE AGREEMENT, (this “Agreement”) dated as of the 1st day of July 2021, by and between the COUNTY OF BRUNSWICK, a political subdivision of the State of North Carolina (the “County”), and the CITY OF SOUTHPORT, a municipal corporation organized under the laws of the State of North Carolina (“City”) is made pursuant to North Carolina General Statutes, Article 20, Part 1 of Chapter 160A; Article 16, Part 1 of Chapter 160A; and Article 15 of Chapter 153A, and in consideration of the promises made to one another in this Agreement, as follows:

WHEREAS, City desires to obtain an adequate and dependable water supply from the County; and

WHEREAS, County owns and operates a water system with a capacity currently capable of serving the present customers of the County’s system and the estimated number of water users to be served by the City; and

WHEREAS, City acknowledges and understands that this Agreement establishes a minimum amount of treated water that the City is obligated to pay for; and

WHEREAS, City acknowledges and understands that County determines the rates to be paid by the City; and

WHEREAS, City is voluntarily entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County agrees to furnish water, and City agrees to pay for water, upon the terms and conditions and for the consideration hereinafter set forth, to wit:

SECTION 1
DEFINITION OF TERMS

1.1 Definitions. The following terms and expressions as used in this Agreement, unless the context clearly shows otherwise, shall have the following meanings:

(a) “Monthly Minimum Usage” means the minimum amount of treated water City must compensate the County for during the Monthly Payment Period, and each month thereafter, regardless of whether Customer actually takes such quantity of water.

(b) “Monthly Payment” means the amount of money to be paid to the County by City during each Monthly Payment Period.

(c) “Monthly Payment Period” means any calendar month.

(d) “Agreement Date” means the effective date of this Agreement as set forth on the first page hereof.

(e) “Customer” means any customer with which the County contracts to furnish water.

(f) “Daily Average” means the total annual volume delivered to the City divided by the number of days in the calendar year provided at the Point(s) of Delivery.

(g) “Emergency Condition” means a condition that threatens the public’s health, safety, or welfare.

(h) “City’s Peaking Factor” means the annual peak day demand of the City as determined from the total water volume going through all of the City’s Point(s) of Delivery during the peak day divided by the annual average daily demand.

(i) “Point of Delivery” means the metering point(s) between the provision of service by the County to City, all facilities upstream of which shall be the sole responsibility of the County, and all facilities downstream of which shall be the sole responsibility of the City. There may be multiple Point of Delivery locations for the City. The meter, meter vault, associated check valves, and valves are the property of the County.

(j) “System” means, collectively, the water storage, treatment, transmission, distribution, and supply components comprising an entity’s potable water infrastructure.

SECTION 2

WATER SERVICE

2.1 Minimum Take-or-Pay Quantity. The County agrees to sell to the City at the Point(s) of Delivery defined hereafter, and City agrees to purchase and take at said Point(s) of Delivery, treated water provided at a rate no greater than the Maximum Instantaneous Demand and pressure stated herein. City agrees to pay the monthly Minimum Usage Charge as indicated on the County’s published rate and fee sheet (with payment required whether or not the actual amount is taken) as consideration for the provision of treated water.

2.2 Minimum meter size. The minimum meter size for new or replacement meters shall be 8”. No meter shall be downsized without mutual Agreement from both parties.

2.3 Maximum Instantaneous Demand. The maximum instantaneous demand through any single meter of City during the term of this Agreement shall not exceed either the maximum instantaneous demand capacity of the meter according to the manufacturer’s meter specifications or the following standard maximum instantaneous demands based on meter size, whichever is less:

<u>Meter Size</u>	<u>Rate</u>
6”	900 gpm
8”	1700 gpm
10”	2200 gpm
12”	3100 gpm

County shall not be obligated to supply water at a rate above the maximum instantaneous demand specified herein. If a meter registers over the maximum instantaneous demand rate three or more times in any thirty-day period, the County shall have the right to install a larger size meter and appurtenances at the City’s expense. The City shall be obligated to pay monthly fees based on the new meter size in accordance with the County’s standard rate and fee sheet.

2.4 Daily Demand. To provide for the public’s health and welfare, the County will use its best efforts to develop additional treatment capacity for all customers of the water system as needed to meet the water treatment needs of all customers and will use sound financial planning to provide funds through rates, user

fees, and related charges to provide the requisite facilities to meet such needs. The daily supply available to each customer is subject to limitations upon the County's ability to meet such demands caused by (a) the amount of raw water available to the County through its wells and from its allocated capacity in the Lower Cape Fear Water & Sewer Authority raw water system, (b) the amount of water available from the Cape Fear River as part of the regulatory-determined "safe yield" or actually available during drought conditions, (c) the obligations of the County pursuant to Water Service Agreements to deliver treated water to other customers, (d) the capacity of the water system, (e) completion of any improvements the County elects to make to enable it to provide additional treated water to its Customers. Upon request by the County, City shall provide a map detailing areas supplied or to be supplied by the City as well as updated, estimated peak day demands and annual water system demands for the current year and the next four years at a minimum.

2.5 Quality. The County agrees to furnish the City, at the Point of Delivery specified herein, potable treated water meeting applicable quality standards of the North Carolina Department of Environmental Quality, Division of Water Resources. It is acknowledged by both parties that currently, the County primarily uses chloramines as a residual disinfectant but must change to free chlorine for some period each year, and this may result in changes in taste and odor. The County will provide advance notification of these changes to the City. The City acknowledges that the water quality and responsibility for flushing downstream of the Point(s) of Delivery is the City's responsibility.

2.6 Point(s) of Delivery. The three Points of Delivery for the City are at:

- a) Behind 1635 N. Howe Street (8" meter)
- b) E. Leonard Street and Yaupon Drive (8" meter)
- c) On Southport-Supply Road SE between Walmart entrance and the canal (6" meter)

City agrees to contract with the County for storage capacity or construct adequate water storage so that the maximum rate of delivery will not exceed the maximum instantaneous demand stated herein and so that the City's Peaking Factor does not exceed 3.0 (annual peak day demand divided by annual average daily demand).

The County may approve new delivery points providing water service to locations within the City's jurisdiction. The City agrees to furnish the site at the Point of Delivery. City shall design and construct a separate vault for the new Point of Delivery in accordance with County specifications and details. The County will review and approve the design before construction. The vault will include the billing meter, control valve, isolation valves, various appurtenances, and appropriate SCADA equipment. The City shall bear all costs associated with such installation and shall

deed and dedicate the facilities to the County upon completion and acceptance by the County.

2.7 Water Pressure. County shall furnish water at operating pressures as required by the North Carolina Department of Environmental Quality, Division of Water Resources at the Point(s) of Delivery. If City requires greater pressure than that which meets the regulatory requirements, then City shall bear the cost of providing such greater pressure. Emergency failures of pressure or supply due to line breaks, power failure, flood, fire, and use of water to fight fire, earthquake, hurricane, unavailability or contamination of raw water, or other catastrophe shall excuse County from this provision for such reasonable period of time as may be necessary to effectuate repairs and restore service.

2.8 Meter Reading. The County shall provide a meter reading at or near the end of each calendar month that may be used in conjunction with the previous reading to approximate the flow through the meter during the calendar month. The City shall have access to the meter for reading purposes only, but the County shall perform all adjustments and maintenance.

2.9 Testing of meters. The County may, at any point, and the City may request in writing not more than once in any twelve (12) month time period, the County to test or return the meter to the manufacturer for assessment. If upon any test, the percentage of inaccuracy of any billing meter equipment is found to be in excess of three percent (3%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of twelve (12) months. If for any reason any billing meters are out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered through the period such billing meters are out of service or out of repair shall be estimated upon the basis of the best data available. Otherwise, the amount of water delivered during such period may be estimated (a) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation, or (b) estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the billing meter or meters were registering accurately. The County shall bear the cost of meter testing or assessment performed at the City's request if the meter is found to be reading in excess of 103% of actual flow amounts through the meter; otherwise, these costs shall be paid by the City.

2.10 County as Exclusive Water Provider. The City shall not acquire or produce water from any source other than the County; provided, however, the City may at all times without the County's consent obtain treated water from, and

maintain, repair, and replace treated water systems in existence and owned and operated by the City at the time the City first purchased water from the County. Increasing the capacity of these systems is allowed only with written authorization from the County.

2.11 Temporary Interruptions. The County may at any time shut off the water due to accident, emergency to make connections, alterations, repairs, and changes to the water system. The County will use its best efforts to give notice in advance of water service interruptions when such interruptions can be reasonably expected. It is the obligation of the City to protect the City's facilities so that damage will not occur if water is shut off without notice.

2.12 Curtailment. It is recognized by both parties that curtailment measures may have to be implemented to meet an emergency condition. If the County reduces the amount of treated water available to its customers, it will reduce the supply available to each user in accordance with the latest approved Water Shortage Response Plan. The City agrees to approve and enforce the County's Water Shortage Response Plan and Water Ordinance, or similar Plan and Ordinance no less stringent, for its ratepayers.

2.13 County Facilities. If the City annexes or otherwise expands its boundaries into areas served by County facilities, City acknowledges the County's right to provide service within these areas.

SECTION 3 **PAYMENT AND BILLING**

3.1 Rates and Fees. Rates and fees are determined using the cost-of-service principles described in manual M-1 by the American Water Works Association (AWWA), as they may be amended from time to time. The County shall review and amend its rates and fees annually and publish these prior to July 1 of each year. City agrees to pay applicable wholesale rates, fees, and charges assessed by the County as indicated on the approved Rate and Fee schedule. Current wholesale rates, which are subject to change, include a Base Service Charge, Minimum Usage Charge, and a volumetric rate per 1000 gallons used.

3.2 Billing. On a monthly basis, County shall bill City for water service provided through each bulk meter. The bills shall be payable within 30 days of the date of the invoice.

3.3 Maximum Daily Demand. The County and the City recognize that the City's Water Service Agreement constitutes an essential part of the County's financing plan and Capital Improvement Plan. The City shall make a payment each

month throughout the term of this Agreement in accordance with the County's published rates and fees. The size and number of meters (Points of Delivery) impact the revenue available for expansion, operation, and maintenance of the system and may not be altered without the County's consent.

3.4 Limitation on Resale. After the date of this Agreement, unless required to do otherwise by an applicable regulatory authority or a court of competent jurisdiction, City shall not enter into, renew, or amend with regard to the volume of water to be supplied, any agreement to provide wholesale or new retail water for use outside its corporate boundaries unless the County approves each such Agreement. The City may continue to provide water service to locations that it currently serves outside of its corporate boundaries as of the date of this Agreement. City shall not become a party to any contract for the sale of water to another water provider ("water-wheeling"). The County will use its best efforts to furnish and remain in a position to furnish water sufficient for all reasonable treated water requirements of the City, but its obligation shall be limited to the amount of treated water available to it from the system during routine operation.

SECTION 4

WATER STORAGE

4.1 Water Storage Background. The Public Water Supply Section of the North Carolina Department of Environmental Quality requires utilities providing potable water to its customers to have at least one-half of its average annual daily demand in water storage capacity. The City previously met this requirement through the now-expired Water Sale, and Purchase Contract executed initially on September 10, 1980, by assignment of 236,800 gallons of storage capacity in the County's Smithville Water Tank. The City desires to acquire 230,000 gallons of additional storage capacity within three years to accommodate additional development within the City.

4.2 Water Allocation Assignment. The City of Southport and Brunswick County mutually agree that Brunswick County will assign 351,800 gallons of water storage capacity in its water transmission and distribution system to the City of Southport (236,800 gallons previously assigned plus 115,000 additional). A copy of the executed Agreement will be sent to the Public Water Supply Section of the North Carolina Department of Environment and Natural Resources.

4.3 Capital Contribution. The City of Southport agrees to pay Brunswick County a capital cost of \$460,000 (four hundred sixty thousand) for 115,000 gallons of additional assigned storage capacity in the County-owned water system. An initial

payment of \$46,000 shall be due on or before July 1, 2021, and nine annual payments of \$53,171.62 due July 1 of each subsequent year. Failure to make said payment(s) shall void this section, and the County will notify the NCDEQ that the County is no longer allocating capacity in the County system for the City.

4.4 Maintenance Contribution. The City of Southport agrees to pay the apportioned annual cost of maintaining 351,800 gallons of water storage capacity in the Brunswick County water distribution system. The County currently maintains its water storage tanks through an annual tank maintenance agreement (FY 2021 maintenance cost for 351,800 gallons is \$7,604). Brunswick County shall submit an invoice annually on, or about, July 1 of each year to the City for its share of the cost of maintaining water storage during the upcoming fiscal year and shall include supporting documentation from the tank maintenance firm. This shall be an ongoing cost for the life of the Agreement. Failure to make said payment(s) shall void this section, and the County will notify the NC DEQ that the County is no longer allocating capacity in the County system for the City.

4.5 Storage Option. Brunswick County agrees to extend an option to purchase an additional 115,000 gallons of storage capacity to the City of Southport through December 31, 2023. Upon written confirmation of exercise of the option prior to December 31, 2023, the County and City may amend the Water Sale and Purchase Agreement to provide an additional 115,000 gallons of elevated storage at a capital cost of \$460,000. In addition to the \$460,000 capital charge, the City shall be responsible for the annual maintenance costs associated with a total of 466,800 gallons of elevated storage for the life of the Agreement.

SECTION 5

TERM, TERMINATION, AND RENEWAL OF AGREEMENT

5.1 This Water Service Agreement shall be in full force and effect for a period ending June 30, 2061. Following the term, this Agreement shall automatically renew for one (1) year terms unless a party gives notice to the other party of non-renewal not less than one hundred eighty (180) days before the expiration of the then-current term.

5.2 This Agreement may otherwise be terminated only by mutual Agreement of the parties. A mutually agreeable termination of this Agreement will be on such terms as the parties may agree at the time in question. Each party hereto reserves to itself all legal rights and remedies available at law or in equity in the event of any other breach of this Agreement by the other.

5.3 This Agreement may be renewed or amended by mutual Agreement of the parties, adopted with the same formality as the original.

SECTION 6

REPRESENTATIONS AND COVENANTS

6.1 Each party to this Agreement represents to the other party each of the following as of the effective date of this Agreement, and covenants with the other party that each such representation will remain true and correct:

6.1.1 It has full power and authority to enter into this Agreement, and to enter into and carry out the transactions contemplated by this Agreement.

6.1.2 It has by proper action authorized the execution and delivery of this Agreement and is not in default under any provisions of this Agreement.

6.1.3 The execution, delivery, and performance of this Agreement does not violate or conflict with or require any consent or waiver under any of the terms or conditions in its governing documents or any material Agreement to which it is a party or by which any of its assets are bound or affected, or any law, rule, regulation, order, writ, judgment, decree or other legal or regulatory determination applicable to it.

6.1.4 This Agreement constitutes a legal, valid, and binding obligation enforceable at law and in equity in accordance with its terms and, to the extent that certain remedies under this Agreement require or may require enforcement by a court, such principles of equity as the court having jurisdiction may impose.

6.1.5 It will comply with all applicable federal, state, and local laws with respect to any activities conducted under or pursuant to this Agreement.

6.1.6 No elected or appointed official or employee has any interest (financial, employment, or other) in the transactions contemplated by this Agreement.

6.1.7 It will take no act (or engage in any failure to act) that will prevent, delay, obstruct, frustrate, or otherwise impair or undermine the activities conducted under or pursuant to this Agreement, except as may be necessary to enforce this Agreement or ensure compliance with applicable laws, regulations, and ordinances.

SECTION 7

MISCELLANEOUS PROVISIONS

7.1 Exhibits. All exhibits referenced in this Agreement are incorporated herein by reference as integral parts of this Agreement.

7.2 Amendment to Agreement. This Agreement may be modified or amended only by written amendments that are approved and signed on behalf of both parties in the same manner as the original adoption.

7.3 No assignment without consent. Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment, or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

7.4 Governing law and venue. This Agreement shall be governed by applicable federal law and by the State of North Carolina laws without regard for its choice of law provisions. All actions relating to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or the Federal District Court for the Eastern District of North Carolina, Wilmington division.

7.5 Dispute resolution. Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to bringing any suit or action.

7.6 Governmental Immunity. To the extent applicable, each party does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

7.7 Non-Waiver. Failure by a party at any time to require the performance of any of the provisions of this Agreement shall in no way affect the party's right hereunder to enforce the same, nor shall any waiver by a party of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

7.8 No Third-Party Beneficiaries. Nothing in this Agreement shall give any person other than the parties any rights to enforce any provision of this Agreement. There are no intended third-party beneficiaries of this Agreement.

7.9 Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to

such subject matter. This Agreement supersedes all prior agreements, negotiations, representations, and proposals, written or oral.

7.10 Headings. The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

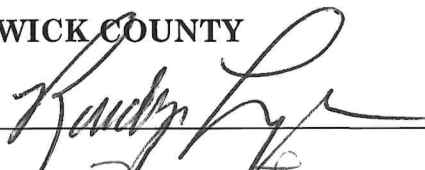
7.11 Severability. The invalidity of one or more of the phrases, sentences, clauses, or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

7.12 Notices

- a. Delivery of Notices. Any notice, consent, or other communication required or contemplated by this Agreement shall be in writing and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail, or by facsimile to the intended recipient at the address set forth below.
- b. Effective Date of Notices. Any notice shall be effective upon the date of receipt by the intended recipient. Any notice sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.
- c. Notice Address. Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Agreement shall be sent to:
 - i. For the County: Brunswick County Manager
P.O. Box 249
Bolivia, NC 28422
Fax: 910-253-2022
 - ii. For the City: City of Southport
Attn: City Manager
1029 N. Howe Street
Southport, NC 28461

7.13 Signatures. Together with any amendments or modifications, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered the same Agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

BRUNSWICK COUNTY

By: 

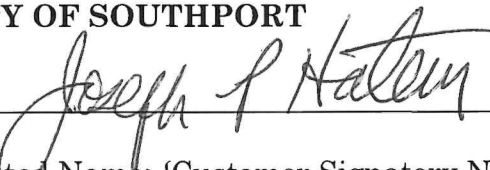
Printed Name: Randy Thompson

Title: Chairman

Date: 6-21-2021



CITY OF SOUTHPORT

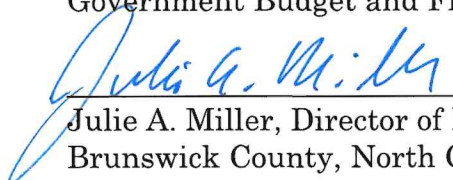
By: 

Printed Name: {Customer Signatory Name} Joseph P. Hatem

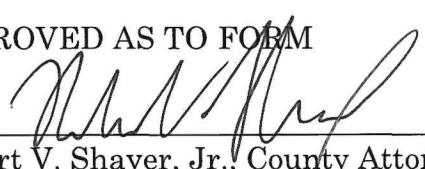
Title: {City Signatory Title} Mayor

Date: 6/10/2021

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


Julie A. Miller, Director of Fiscal Operations
Brunswick County, North Carolina

APPROVED AS TO FORM


Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney

APPENDIX B

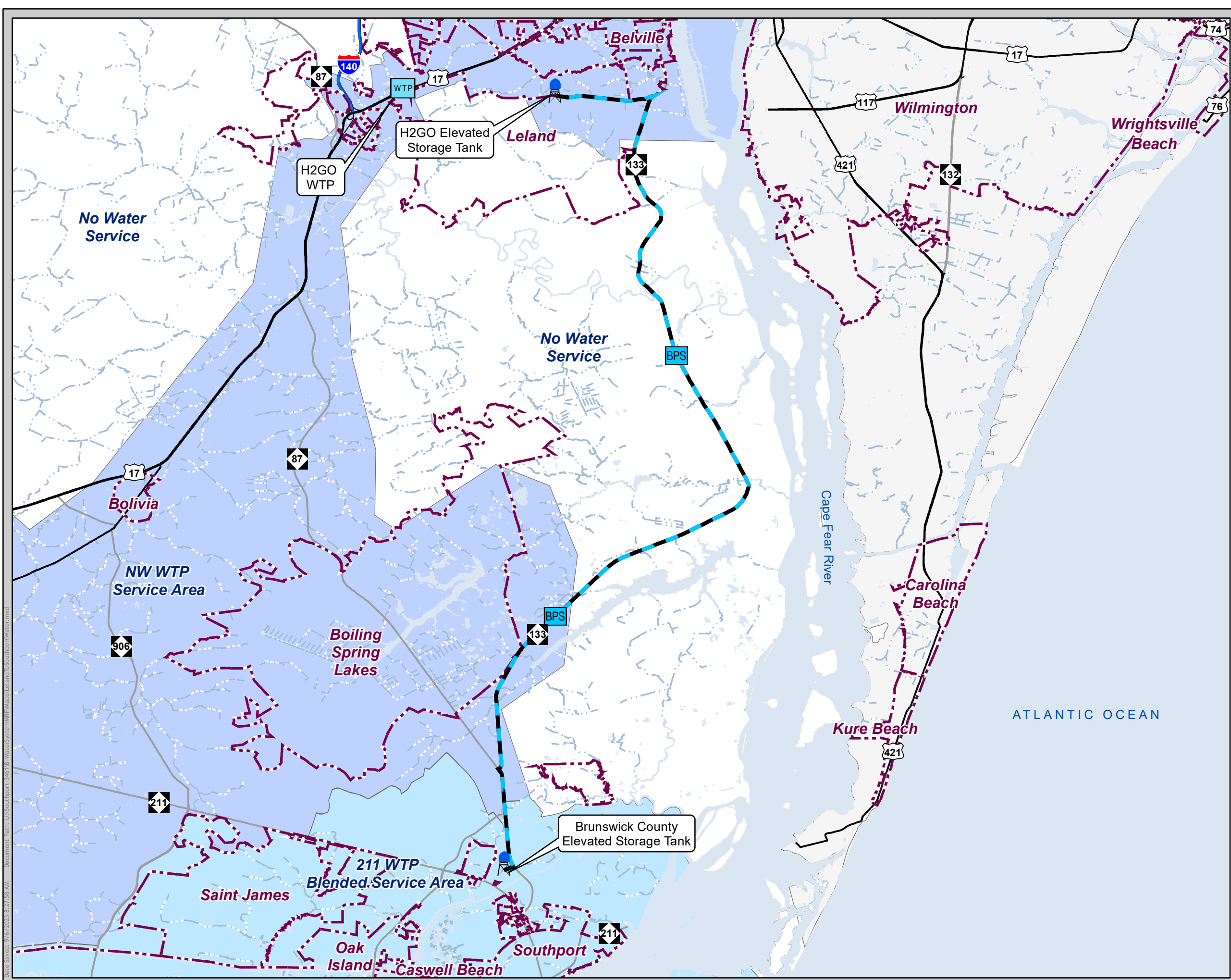
Southport Collection System Estimated Valuation						45+ Years of Age				35-44 Years of Age				25-34 Years of Age				15-24 Years of Age				0-14 Years of Age				Total
						Older than 1980 / Very Poor				1980-1989 / Poor				1990-1999 / Fair or Average				2000-2009 / Good				2010-Present / Excellent				
	Service Life, Yrs.	Unit	Avg. Unit Value	Total Quantity	Replacement Cost New (RCN)	% of Total	Approx Qty	Deprec. Factor	RCN Less Depreciation (RCNLD)	% of Total	Approx Qty	Deprec. Factor	RCN Less Depreciation (RCNLD)	% of Total	Approx Qty	Deprec. Factor	RCN Less Depreciation (RCNLD)	% of Total	Approx Qty	Deprec. Factor	RCN Less Depreciation (RCNLD)	% of Total	Approx Qty	Deprec. Factor	RCN Less Depreciation (RCNLD)	Total Depreciated Value
Interconnects	40	EA	\$ 25,000	3	\$ 75,000	33%	1	95%	\$ 1,238	0%	-	80%	\$ -	33%	1	60%	\$ 9,900	33%	1	40%	\$ 14,850	0%	-	20%	\$ -	\$ 25,988
Tanks	60	EA	\$ 2,000,000	1	\$ 2,000,000	0%	-	75%	\$ -	0%	-	60%	\$ -	0%	-	45%	\$ -	100%	1	30%	\$ 1,400,000	0%	-	15%	\$ -	\$ 1,400,000
Waterline Valves	40	EA	\$ 4,500	257	\$ 1,156,500	14%	36	95%	\$ 8,101	6%	16	80%	\$ 14,410	27%	70	60%	\$ 126,012	53%	135	40%	\$ 364,506	0%	-	20%	\$ -	\$ 513,029
Water Pipe	75	LF	\$ 100	235,166	\$ 23,516,600	53%	125,213	50%	\$ 6,260,648	12%	29,323	40%	\$ 1,759,371	12%	28,163	30%	\$ 1,971,444	17%	39,868	20%	\$ 3,189,415	5%	12,598	10%	\$ 1,133,806	\$ 14,314,684
Hydrants	40	EA	\$ 5,000	224	\$ 1,120,000	2%	4	95%	\$ 1,120	8%	18	80%	\$ 17,920	54%	121	60%	\$ 241,920	35%	78	40%	\$ 235,200	1%	2	20%	\$ 8,960	\$ 505,120
TOTAL				235,651	\$ 27,868,100		125,254		\$ 6,271,107		29,357		\$ 1,791,701		28,355		\$ 2,349,276		40,083		\$ 5,203,971		12,600		\$ 1,142,766	\$ 16,758,820

Lower Range (80%) \$ 13,407,056
Upper Range (120%) \$ 20,110,585

Notes:

- Asset ages exceeding service life are given a 95% depreciated (salvage) value.
- The Lower and Upper Depreciated Grand Total Ranges account for differences in asset sizes, capacities, and condition.
- The above figures are rough estimates only - a true evaluation requires a more detailed analysis and is recommended.
- The above is based upon current infrastructure (not future projects).
- Total quantities are from City AIA documentation.
- The 150,000-gallon elevated storage tank located near the corner of Howe and Brown Streets, currently out of service, is not included in this valuation. The value presented for "Tanks" represents partial ownership of the tank at Highway 211 and 87.

APPENDIX C

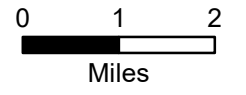


Alternative #3 - Regionalization with H2GO

September 2023

Legend

- Elevated Tank
- Booster Pump Station
- WTP
- Proposed Route
- Interstate
- US Route
- NC Route
- Ramp
- Stream/Creek
- Pond/Canal/River/Ocean
- 211 WTP Blended Service Area
- NW WTP Service Area
- Municipal Boundary



Wooten

The Wooten Company makes every effort to produce and publish GIS maps using the most current and accurate information possible, however the maps are strictly for planning purposes only. The maps are compiled from recorded deeds, plats, and other public and private records and data. Users of the maps are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information on this map. The Wooten Company assumes NO responsibility for the information contained on the maps unless the map is signed and sealed by a licensed Professional Land Surveyor. Please contact the GIS Group at (919) 828-0531 or toohian@thewootencompany.com for data source information.



BOARD OF ALDERMEN AGENDA ITEM SUMMARY

DATE: October 12, 2023

DEPARTMENT: Parks and Recreation/Police

PRESENTED BY: Heather Hemphill, Parks and Recreation Director and Police Chief Coring

ITEM SPONSORED BY: Parks and Recreation/Police/City Manager

ITEM/TOPIC: Revisions to the Parks and Recreation Ordinance

COST: N/A

BUDGET LINE ITEM: N/A

JUSTIFICATION: As was mentioned at today's Public Forum, the Chief, Major and Parks and Recreation Director worked closely together to review the current Parks and Recreation Ordinance and suggest changes to it that could assist with the issue of people sleeping in the Parks and staying on City Property after closing hours. We would like to review these changes and answer your questions about changes that are being recommended.

IMPACT IF NOT APPROVED: We will continue with implementing our current Ordinance.

DEPARTMENT HEAD COMMENTS: The Director, Chief and Major recommend these changes be adopted for the Ordinance.

CITY MANAGER COMMENTS: These changes are being recommended in response to the concern from Southport residents on people sleeping in Parks and on City property. We will continue to review all of our Ordinances to see if there are any other changes that should be made to assist those in need.

ATTACHMENTS: Draft Ordinance with recommendations for changes.

REQUESTED ACTION: Discussion only

PROPOSED MOTION: None needed at this time.



**AN ORDINANCE AMENDING CHAPTER 12 OF THE CITY OF SOUTHPORT
CODE OF ORDINANCES AS IT PERTAINS TO CITY PARKS AND FACILITIES**

BE IT ORDAINED, by the Board of Aldermen of the City of Southport that Chapter 12 of the Code of Ordinances entitled “Parks and Recreation” is hereby amended to the following:

CHAPTER 12.

ARTICLE I. IN GENERAL

Sec. 12-1. Boats running into and damaging any public wharves, docks or bridges within the city prohibited.

It shall be unlawful for a boat or flat of any description to run into, damage or tear up any of the bridges or public wharves, or approaches to the docks of the city.

(Code 1974, § 7.181)

Sec. 12-2. Use of city pier and dock.

(a) Except in cases of emergency where there is imminent danger to life or property, it shall be unlawful for any person to tie up, dock or moor any ship, boat, or other vessel at the city pier located at the south end of Davis Street or the city dock located at the yacht basin.

(b) Except in cases of emergency wherein there is imminent danger to life or property, it shall be unlawful for any person to block access to the city pier located at the south end of Davis Street or the city dock located at the yacht basin.

(c) The prohibitions contained in subsections (a) and (b) of this section shall not prohibit any lawful lessee of a designated boat slip from tying up, mooring or docking his vessel at his own leased boat slip at the city pier located at the south end of Davis Street or the city dock located at the yacht basin.

(d) A violation of the provisions of this section shall be punishable in accordance with section ~~12-45~~ 1-6.

(Ord. of 10-9-80, § 4)

Sec. 12-3. Mooring of vessels in Southport Yacht Basin restricted.

(a) No person shall allow a boat or other vessel owned by him, registered in his name or under his control to be moored or anchored in the navigable waters of the Southport Yacht Basin for more than thirty (30) days in any forty-five (45) consecutive-day period. Boats moored or anchored for any portion of a day shall be considered to be moored or anchored for that day.

(b) Violation of this section shall be punishable as a misdemeanor in accordance with section ~~1-6~~ 12-45.

(Ord. of 1-10-91(2), § 1)

Secs. 12-4—12-25. Reserved.

Section 12-45. Penalties, and Enforcement, and Severability

(1) Any sworn law enforcement officer or person designated and appointed by the Manager shall have the authority to enforce the civil violations of this section.

(2) ~~Any person who violates any provisions of this Chapter shall be guilty of a misdemeanor as provided in G.S. § 14-4.~~ In addition to being a misdemeanor pursuant to G.S. 14-4, any violation of this chapter shall subject the offender to a civil penalty in the amount of twenty-five dollars (\$25.00) per violation. The Board and the City may revise and update the penalty as part of the regular fee schedule updates.

(3) Each subsequent day or continued violation shall constitute an additional violation.

(4) ~~If any provision of this Chapter is declared invalid or unconstitutional for any reason, the remaining provisions shall be severable and shall continue in full force and effect.~~

(Ord. of 11-9-93; Ord. of 12-9-04)

ARTICLE II. CAVINESS, FRANKLIN SQUARE, KEZIAH, LOWE WHITE, TAYLOR FIELD, KINGSLEY, ATLANTIC STREET, FORT JOHNSTON, GARRISON LAWN PARKS

Sec. 12-26. Use; hours of operation.

- (a) Franklin Square Park, Keziah Park and Lowe Park, Taylor Field Park, Kingsley Park, Atlantic Street Park, Ft. Johnston Park, Garrison Lawn shall be open to the general public each day between the hours of 6:00 am to **dusk**. Dusk is defined as the point where there is no longer sunlight in the sky.
- ~~(b) A. C. Caviness Park shall be open only between the hours of 8:00 am to 6:00 pm on Monday through Saturday and from 1:00 pm to 6:00 pm on Sunday. Caviness Park is hereby designated as a youth park and is restricted to persons thirteen (13) years of age and younger. Notwithstanding this limitation, a parent, sibling or other person responsible for a youth may accompany said youth while the youth is in the park.~~
- ~~(c) Special events held in Caviness Park shall require a permit to be issued by the chief of police. Application for said permit must be made in writing at least 3 days before the date of said special event.~~

(Ord. of 10-10-85(1), § 5.61; Ord. of 9-14-00(3); Ord. of 6-14-01)

Sec. 12-27. Prohibited activities.

- (a) The following activities are hereby prohibited in Caviness Park, Franklin Square Park, Keziah Park, Lowe Park, Taylor Field Park, Kingsley Park, Atlantic Street Park, Ft. Johnston Park, Garrison Lawn:
- (1) Consumption of malt beverages and unfortified wine.
 - (2) Bicycle and skateboard riding.
 - (3) Overnight camping. Camping means sleeping, making preparations to sleep (including lying down or the laying down of bedding for the purpose of sleeping), and/or storing

Commented [BH1]: If the City wants the option to enforce these new ordinances criminally, I suggest adding the additional language. If not, can leave as it.

Commented [BH2]: I suggest adding this if the US Supreme Court or 4th circuit weighs in on the legality of these ordinances.

personal belongings: the placement of tents, huts, tarps: parking of a motor vehicle, motor home or trailer, or mooring of a vessel or another type of structure for living accommodation purposes. Camping as defined in this section is deemed as public nuisance, and the City may summarily remove a temporary shelter, bedding, or personal belongings,

(4) Public Property means all city-owned property including, but not limited to, streets, sidewalks, alleys, improved or unimproved land, and parks.

(5) Cooking and/or open fires

(6) Operate, park, drive a motorized vehicle inside the park boundaries. Motorized vehicles are defined to include electric and/or gas-powered golf carts

(b) The prohibitions set forth in this section shall not apply to any activity sponsored or supervised by the parks and recreation department.

(c) Violation of this section shall be punishable as a misdemeanor in accordance with section 12-45.

(Ord. of 10-10-85(1), § 5.61)

Commented [BH3]: Just curious why "Public Property" is defined when that terms is not used elsewhere in this ordinance.

Commented [BH4]: If the City wants the option to enforce these new ordinances criminally, I suggest adding the additional language. If not, this subsection can be deleted.

Secs. 12-28—12-40. Reserved.

ARTICLE III. SOUTHPORT WATERFRONT PARK

Sec. 12-41. Prohibited activities at park.

- (a) The following activities are hereby expressly prohibited at the Southport Waterfront Park and on the city's waterfront:
- (1) Consumption of malt beverages and unfortified wine.
 - (2) Bicycle and skateboard riding.
 - (3) Fishing and swimming.
 - (4) Overnight camping. Camping means sleeping, making preparations to sleep (including lying down or the laying down of bedding for the purpose of sleeping), and/or storing personal belongings: the placement of tents, huts, tarps: parking of a motor vehicle, motor home or trailer, or mooring of a vessel or another type of structure for living accommodation purposes. Camping as defined in this section is deemed as public nuisance, and the City may summarily remove a temporary shelter, bedding, or personal belongings.
 - (5) PUBLIC PROPERTY means all city-owned property including, but not limited to, streets, sidewalks, alleys, improved or unimproved land, and parks.
 - (6) Operate, park, or drive a motorized vehicle inside the park boundaries. Motorized vehicles are defined to include electric and/or gas-powered golf carts.
 - (7) Cooking and/or open fires.
 - (8) Sports or athletic activities.
- (b) The prohibitions set forth herein shall not apply to any activity sponsored or supervised by the parks and recreation department.

(c) Violation of this section shall be punishable as a misdemeanor in accordance with section 12-45.

(Ord. of 10-10-85(1), § 5.62)

Sec. 12-42. Prohibited activities at pier.

- (a) The following activities are hereby expressly prohibited at or on the city pier:
- (1) Consumption of malt beverages and unfortified wine.
 - (2) Bicycle or skateboard riding.
 - (3) Swimming and diving.
 - (4) Shark fishing between the hours of 12:00 and 6:00 a.m.

(Ord. of 10-10-85(1), § 5.63)

Commented [BH5]: See same comment above in Sec. 12-27

Commented [BH6]: If the City wants the option to enforce these new ordinances criminally, I suggest adding the additional language. If not, this subsection can be deleted.

Sec. 12-43. Swimming, diving at dock.

There shall be no swimming or diving from the city dock.

(Ord. of 10-10-85(1), § 5.64)

Sec. 12-44. Prohibited activities on boardwalk sections of Riverwalk including the Kingsley Street River Access Site.

(a) The following activities are hereby expressly prohibited on the boardwalk sections of Riverwalk including the Kingsley Street River Access Site.

- (1) Possession and/or consumption of malt beverages, unfortified wine or any alcoholic beverages.
- (2) Riding bicycles, skateboards, roller skates or roller blades.
- (3) Cooking.
- (4) Fishing, crabbing or any fishing or crabbing related activity.
- (5) Climbing on or removal of any shoreline stabilization materials.

(6) Overnight camping: Camping means sleeping, making preparations to sleep (including lying down or the laying down of bedding for the purpose of sleeping), and/or storing personal belongings: the placement of tents, huts, tarps: parking of a motor vehicle, motor home or trailer, or mooring of a vessel or another type of structure for living accommodation purposes. Camping as defined in this section is deemed as public nuisance, and the City may summarily remove a temporary shelter, bedding, or personal belongings.

(7) PUBLIC PROPERTY means all city-owned property including, but not limited to, streets, sidewalks, alleys, improved or unimproved land, and parks.

(b) Violation of this section shall be punishable as a misdemeanor in accordance with section 12-45.

Commented [BH7]: See same comment above.

Commented [BH8]: If the City wants the option to enforce these new ordinances criminally, I suggest adding the additional language. If not, this subsection can be deleted.

NOW, THEREFORE, BE IT ORDAINED by the City of Southport Board of Aldermen that the proposed Code of Ordinances amendment of Chapter 12, Article II and III, is hereby adopted and shall become effective immediately. All provisions of any City ordinance or resolution in conflict with this Ordinance are hereby repealed.

The foregoing Ordinance, having been submitted to a vote, received the following vote, and was duly adopted this the _____ day of September 2023.

Ayes: _____

Noes: _____

Absent or Excused: _____

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

Dorothy Dutton, Asst City Manager/Clerk



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: 10/12/2023 **DEPARTMENT:** Development Services/Code Enforcement

PRESENTED BY: D. Dutton, S. Hodges

ITEM SPONSORED BY: Development Services

ITEM/TOPIC: Minimum Housing Ordinance. This ordinance will provide the City with another tool for abating abandoned structures. Minimum Housing Ordinances are widely used to require abatement, repairs, or demolition of a failing structure. The ordinance defines the process. It protects the City and due process.

COST: n/a **BUDGET LINE ITEM:** n/a

JUSTIFICATION: The City has made strides in Code Enforcement over the last several months. Currently, the City has ordinances in place to help manage unsafe buildings, but there is not a Minimum Housing Ordinance that defines and establishes specific guidelines and enforcement actions. It is likely that there will be amendments as we move forward, particularly with regard to making repairs.

IMPACT IF NOT APPROVED: _____

We will still be able to move forward with some abatement, but the process might be lengthier and more complicated.

DEPARTMENT HEAD COMMENTS: City staff would like to have another tool for handling derelict or abandoned structures. Adopting a Minimum Housing Ordinance defines types of violations, and expressly sets the legal process for abatement and remedy. This ordinance also references NCGS 160D, as opposed to 160A.

CITY MANAGER COMMENTS: _____

Without a Minimum Housing Ordinance, we cannot move forward with cleaning up the structures that need to be demolished. The ordinance makes the process clearer and more timely.

ATTACHMENTS: Draft Minimum Housing Ordinance; and an amendment to the Enforcement section of Chapter 4.

REQUESTED ACTION: Amendments to the Code of Ordinances does not require a Public Hearing, but the Board may consider scheduling a Public Hearing or they can adopt the ordinances.

PROPOSED MOTION: Make a motion to set a public hearing, or public meeting, or motion to adopt the ordinance as presented.

AN ORDINANCE AMENDING CHAPTER 4. OF THE CITY OF SOUTHPORT CODE OF ORDINANCES AS IT PERTAINS TO A MINIMUM HOUSING ORDINANCE

BE IT ORDAINED, by the Board of Aldermen of the City of Southport that Chapter 4, Article III, of the Code of Ordinances entitled “Condemnation, Repair, and Demolition of Unsafe Buildings” is hereby amended to add the following:

CHAPTER 4: BUILDINGS AND BUILDING REGULATIONS

ARTICLE III. CONDEMNATION, REPAIR, AND DEMOLITION OF UNSAFE BUILDINGS

DIVISION 1. IN GENERAL

Sec. 4-86. Defects in buildings to be corrected.

When a local inspector finds any defects in a building, or finds that the building has not been constructed in accordance with applicable state and local laws, or that a building because of its condition is dangerous or contains fire hazardous conditions, it shall be his duty to notify the owner or occupant of the building of its defects, hazardous conditions, or failure to comply with law. The owner or occupant shall each immediately remedy the defects, hazardous conditions, or violations of law in the property he owns.

(Code 1974, § 8.55)

State law reference(s)—Similar provisions, G.S. 160A-425.

Sec. 4-87. Unsafe buildings condemned.

Every building which shall appear to the inspector to be especially dangerous to life because of its liability to fire or because of bad condition of walls, overloaded floors, defective construction, decay, unsafe wiring or heating system, inadequate means of egress or other causes, shall be held to be unsafe, and the inspector shall affix a notice of the dangerous character of the structure to a conspicuous place on the exterior wall of such building.

(Code 1974, § 8.56)

State law reference(s)—Similar provisions, G.S. 160A-426.

Sec. 4-88. Removing notice from condemned building.

No person shall remove any notice that has been affixed to any building or structure by an inspector under this article and that states the dangerous character of the building or structure.

(Code 1974, § 8.57)

State law reference(s)—Similar provisions, G.S. 160A-427.

Sec. 4-89. Action in event of failure to take corrective action.

- (a) If the owner of a building or structure that has been condemned as unsafe pursuant to section 4-87 shall fail to take prompt corrective action, the inspector shall give him written notice, by certified or registered mail to his last known address or by personal service stating that:
 - (1) The building or structure is in a condition that appears to constitute a fire or safety hazard or to be dangerous to life, health, or other property.
 - (2) A hearing will be held before the inspector at a designated place and time, not later than ten (10) days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter.
 - (3) Following the hearing, the inspector may issue such order to repair, close, vacate, or demolish the building or structure as appears appropriate.
- (b) If the name or whereabouts of the owner cannot after due diligence be discovered, the notice shall be considered properly and adequately served if a copy thereof is posted on the outside of the building or structure in question at least ten (10) days prior to the hearing and a notice of the hearing is published in a newspaper having general circulation in the city at least once not later than one (1) week prior to the hearing.

(Code 1974, § 8.58)

State law reference(s)—Similar provisions, G.S. 160A-428.

Sec. 4-90. Order to take corrective action.

If, upon a hearing held pursuant to the notice prescribed in section 4-90, the inspector shall find that the building or structure is in a condition that constitutes a fire or safety hazard or renders it dangerous to life, health or other property, he shall make an order in writing, directed to the owner of such building or structure, requiring the owner to remedy the defective conditions by repairing, closing, vacating, or demolishing the building or structure or taking other necessary steps, within such period, not less than sixty (60) days, as the inspector may prescribe.

(Code 1974, § 8.59)

State law reference(s)—Similar provisions, G.S. 160A-429.

Sec. 4-91. Appeal; finality of order if not appealed.

Any owner who has received an order under section 4-90 may appeal from the order to the board of aldermen by giving notice of appeal in writing to the inspector and to the city clerk within ten (10) days following issuance of the order. In the absence of an appeal, the order to the inspector shall be final. The board shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.

(Code 1974, § 8.60)

State law reference(s)—Similar provisions, G.S. 160A-430.

Sec. 4-92. Failure to comply with order.

If the owner of a building or structure fails to comply with an order issued pursuant to section 4-90 from which no appeal has been taken, or fails to comply with an order of the board of aldermen following an appeal, he shall be guilty of a violation of this Code and shall be punished in the discretion of the court.

(Code 1974, § 8.61)

State law reference(s)—Similar provisions, G.S. 160A-431.

Sec. 4-93. ~~Equitable~~ Enforcement.

- (A) Whenever any violation of this article is determined to exist in this city, the city, either in addition to or in lieu of other remedies, may initiate any appropriate action or proceedings to prevent, restrain, correct, or abate the violation or to prevent the occupancy of the building or structure involved.
- (B) In the case of a building or structure declared unsafe under 4-87 of this chapter, the City may, in lieu of taking action under 4-93.A., may instead cause the building or structure to be removed or demolished. The amounts incurred by the City in connection with the removal or demolition are a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as liens for special assessments provided in Article 10 of Chapter 160A of the General Statutes. If the building or structure is removed or demolished by the City, the City may sell the usable materials of the building and any personal property, fixtures, or appurtenances found in or attached to the building. The City shall credit the proceeds of the sale against the cost of the removal or demolition. Any balance remaining from the sale shall be deposited with the Brunswick County Clerk of Superior Court and shall be disbursed by the court to the person found to be entitled thereto by final order or decree of the court.
- (C) The amounts incurred by the City in connection with the removal or demolition are also a lien against any other real property owned by the owner of the building or structure and located within the local government's planning and development regulation jurisdiction. The provisions of this section apply to this additional lien, except that this additional lien is inferior to all prior liens and shall be collected as a money judgment.
- (D) Nothing in this section shall be construed to impair or limit the power of the City to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise.

State law reference(s)—Similar provisions, G.S. 160A-432.

Sec. 4-94. Records and reports.

The inspection department shall keep, in convenient form, complete, permanent and accurate records of all applications received, permits issued, inspections and reinspections made, defects found, certificates of compliance granted, and all other work and activities of the department. Periodic reports shall be submitted to the board of aldermen and to the commissioner of insurance as they shall by ordinance, rule, or regulation require.

(Code 1974, § 8.63)

State law reference(s)—Similar provisions, G.S. 160A-433.

Sec. 4-95. Appeals in general.

Unless otherwise provided by law, appeals from any order, decision, or determination by a member of a local inspection department pertaining to the state building code or other state building laws shall be taken to the commissioner of insurance or his designee or other official specified in G.S. 143-139, by filing a written notice with him and with the inspection department within a period of ten (10) days after the order, decision or determination. Further appeals may be taken to the state building code council or to the courts as provided by law.

(Code 1974, § 8.64)

State law reference(s)—Similar provisions, G.S. 160A-434.

Sec. 4-96. Restrictions within primary fire limits.

Within the primary fire limits, no frame or wooden building or structure or addition thereto shall be erected, altered, repaired, or moved (either into the limits or from one (1) place to another within the limits), except upon the permit of the local inspection department approved by the commissioner of insurance or his designee. The board of aldermen may make additional regulations for the prevention, extinguishment, or mitigation of fires within the primary fire limits.

(Code 1974, § 8.65)

State law reference(s)—Similar provisions, G.S. 160A-436.

Sec. 4-97. Restriction within secondary fire limits.

Within any secondary fire limits, no frame or wooden building or structure or addition thereto shall be erected, altered, repaired, or moved except in accordance with any rules and regulations established by ordinance.

(Code 1974, § 8.66)

State law reference(s)—Similar provisions, G.S. 160A-437.

DIVISION 2. DISASTER RECOVERY

Subdivision I. Emergency Permitting

Sec. 4-98. Purpose.

It has been established that there are a significant number of structures within the city that are nonconforming to the current ordinances. The city has realized that due to the large number of nonconforming structures, in the event of a disaster it may be impractical to require all structures which sustain significant damage to rebuild in compliance with the current ordinances. Furthermore, the community's economy will depend on the ability of all property owners to repair, reconstruct, or rebuild and become operational as quickly as possible following a disaster. These procedures are intended to allow a property owner to obtain approval to repair, reconstruct, or rebuild any structure that is damaged or destroyed as a direct result of a disaster to the state or condition that existed prior to the disaster without the necessity of a full review as may otherwise be required under the City Code of Ordinances or the Southport Unified Development Ordinance (UDO). These structures would be rebuilt on their original footprint, but not increasing the nonconformity. Any application to repair, reconstruct or rebuild a

structure that does not comply with the following procedures shall only be reviewed and acted on pursuant to other applicable sections of the city's ordinances. Building permits are required for all repairs and reconstruction.

Sec. 4-99. Definitions.

Damage assessment survey means a field survey to determine levels of damage for structures and identify the condition of said structures.

Disaster means any natural or human-caused catastrophe (including any hurricane, tornado, tsunami, earthquake, or related), or, regardless of cause, any widespread fire or flood, or large-scale impacts from an explosion. The disaster will be declared an emergency by the mayor of the city.

Emergency means a local emergency, as defined by the City Code, which has been declared by the mayor of the city for a specific disaster and has not been terminated.

Reconstruction means the rebuilding of permanent replacement housing, construction of large-scale public or private facilities badly damaged or destroyed in a major disaster, addition of major community improvements, and full restoration of a healthy economy.

(Ord. of 7-14-11)

Sec. 4-100. Planning review not required.

- (a) Any structure that sustains damage as a direct result of a disaster and receives a lawful occupancy permit after a damage assessment may be repaired to the state or condition that existed prior to the disaster without the necessity of obtaining planning approval. The work must be completed within eighteen (18) months of when the board of aldermen declares the city is ready to begin receiving applications for permits after the declared disaster.
- (b) If a structure receives a lawful occupancy permit after a damage assessment and the repair is delayed through litigation or other cause beyond the control of the owner, then the owner shall apply for an extension.
- (c) The requirements of the UDO and the City Code of Southport shall be met, except as specifically provided herein.
- (d) For applicants who do not meet the time period set forth by paragraph (a) and (b), any repair that occurs must comply with all requirements of the UDO and the City Code of Southport.

(Ord. of 7-14-11)

Sec. 4-101. Manufactured homes.

Manufactured homes that are damaged or destroyed may be repaired, replaced, or changed to stick built construction using the following:

- (1) If the structure receives a lawful occupancy permit after damage assessment, the structure may be repaired compliant with this section.
- (2) If the structure is declared restricted use or unsafe to enter or occupy after damage assessment, the structure may be repaired, replaced, or changed to stick built construction.
 - a. The structure may be repaired provided the requirements of the UDO and the City Code of Southport are met.
 - b. The structure may be replaced pursuant to the terms and conditions of this division.

- c. The structure may be removed and a stick built home may be constructed under the current regulations for review and approval. This would be considered a change to the existing condition so the benefits of this division would not apply.

(Ord. of 7-14-11)

Sec. 4-102. Planning emergency permitting.

In order to be reviewed under the provisions of this division:

- (1) A structure that sustains damage or is destroyed shall be repaired, reconstructed, or rebuilt to the state or condition that existed prior to the disaster.
- (2) A structure that sustains damage or is destroyed must receive a declared restricted use or unsafe to enter or occupy and require an emergency construction building permit after a damage assessment.

(Ord. of 7-14-11)

Sec. 4-103. Planning emergency permitting application.

The planning emergency permitting application must be submitted within six (6) months of when the board of aldermen declares the city is ready to begin receiving applications for permits. At their discretion, the board of aldermen may extend the application period by resolution.

(Ord. of 7-14-11)

Sec. 4-104. Planning emergency permitting affidavit.

The planning emergency permitting affidavit must be submitted as part of the planning emergency permitting application. The affidavit, to be signed by the owner of record and notarized, must certify that all structures are being built back to the height, density, setbacks and other such requirements that legally existed prior to the disaster. However, if any local, state, or federal regulations require any changes to the structure with regard to height or square footage, the affidavit will allow the owner to build back with changes to comply with those regulations.

(Ord. of 7-14-11)

Sec. 4-105. Single-family or duplex dwelling.

- (a) Any single-family or duplex dwelling unit that sustains damage or is destroyed must submit a complete planning emergency permitting application in order to be reviewed under this division. The application shall include such information and documentation as may be reasonably required by the administrator, including all the following items:
 - (1) If the structure sustains damage amounting to less than fifty (50) percent of the fair market value:
 - a. A planning emergency permit and permitting affidavit as described.
 - b. Elevation drawings previously approved by the city showing the height of all four elevations of all structures on the site prior to the disaster or pre-disaster photos showing all four sides of each structure on the property.
 - c. Pre-disaster photos of the entire property layout including front, rear and side yards.
 - (2) If the structure sustains damage amounting to fifty (50) percent or more of the fair market value:

- a. A planning emergency permit and permitting affidavit as described.
 - b. Two copies of an as-built survey or such other documentation or information as required by the administrator.
- (b) The requirements of the UDO and of the City Code of Southport shall be met, except as modified herein.
- (c) For applicants who cannot meet the requirements of paragraph A and for all applicants who do not meet the time period set forth, any repair, reconstruction, or rebuilding that occurs must comply with all requirements of the UDO and the City Code of Southport.

(Ord. of 7-14-11)

Sec. 4-106. Non-single-family structures (commercial, industrial, multi-family, etc.).

- (a) Any structure, other than a single-family or duplex dwelling unit, that sustains damage or is destroyed must submit a complete planning emergency permitting application in order to be reviewed under this division. The application shall include such information and documentation as may be reasonably required by the administrator, including all the following items:
 - (1) A planning emergency permit and permitting affidavit, available in the planning department and building inspections division.
 - (2) Two copies of all approved plans or two (2) copies of an as-built survey.
 - (3) Any other documentation as required by the administrator.
- (b) The requirements of the UDO and the City Code of Southport shall be met, except as modified herein.
- (c) For applicants who cannot meet the requirements of paragraph A and for all applicants who do not meet the time period set forth, any repair, reconstruction, or rebuilding that occurs must comply with all requirements of the UDO and the City Code of Southport.

(Ord. of 7-14-11)

Sec. 4-107. Landscape and tree standards.

Non single-family properties that sustain damage or are destroyed as a direct result of a disaster must meet the current requirements of the UDO in article eighteen (18) for landscaping and comply with an approved landscape plan. The timeframe for meeting this requirement shall be extended to three (3) years, with one-third ($\frac{1}{3}$) of the required planting to be done in each of the three (3) years. The three-year time period will begin when the property is issued a certificate of occupancy by the city.

(Ord. of 7-14-11)

Sec. 4-108. Applications under review at the time of a disaster.

- (a) All action on applications for development, subdivision, or other approvals or permits that are reviewed and acted on by the administrator that are submitted during or are in progress at the time of a state of emergency due to a disaster declaration by the mayor shall be suspended for such time as the administrator deems necessary, provided that such suspension shall not exceed eighteen (18) months. The time frames established for reviews as set forth elsewhere shall be suspended during this period. All such applications shall be reviewed and acted on based on the provisions in effect at the time the application was deemed complete.

- (b) All applications for approvals or permits that are reviewed and acted on by the board of adjustment, the planning board, or the board of aldermen that are submitted during or are in progress at the time of a state of emergency due to a disaster declaration by the mayor shall be suspended until such time that the board can reasonably schedule any required public hearings and meetings to review and act on such applications, provided that such suspension shall not exceed eighteen (18) months. All such applications shall be reviewed and acted on based on the provisions in effect at the time the application was deemed complete.

(Ord. of 7-14-11)

Subdivision II. Temporary Single-Family Uses

Sec. 4-109. Purpose.

The purpose of this subdivision is to allow single-family dwelling owners to place a temporary dwelling on the property where the damaged or destroyed dwelling is located, while the existing single-family dwelling is being repaired or rebuilt.

(Ord. of 7-14-11)

Sec. 4-110. Applicability.

- (a) This subdivision shall apply in all cases where any single-family dwelling, as defined in the Southport UDO, is damaged or destroyed as a direct result of any event that has been declared a state of emergency due to a disaster, as defined in the City Code of Southport. In such cases where these provisions conflict with other provisions, the provisions here shall take precedence.
- (b) These provisions shall be in effect for six (6) months from the date the board of aldermen declares the city is ready to begin receiving applications for permits. At their discretion, the board of aldermen may extend this time period by resolution.

(Ord. of 7-14-11)

Sec. 4-111. Provisions.

- (a) Single-family dwelling owners shall place the temporary dwelling within the legal limits of the property where the damaged or destroyed dwelling is located.
- (b) Each single-family property is limited to one (1) temporary dwelling.
- (c) The dwelling shall be travel ready.
- (d) Basic sanitation facilities shall be in place prior to placement of the temporary dwelling.
- (e) The location of the temporary dwelling shall comply with health and safety regulations as stated by the building inspector and the fire marshal and as approved by the administrator.

(Ord. of 7-14-11)

Subdivision III. Temporary Non-Residential Uses

Sec. 4-112. Purpose.

The purpose of this subdivision is to allow permitted non-residential uses to place a temporary non-residential unit on the property where the damaged or destroyed non-residential use is located, while the existing non-residential use is being repaired or rebuilt.

(Ord. of 7-14-11)

Sec. 4-113. Applicability.

- (a) This subdivision shall apply in all cases where any non-residential use, as defined in the UDO, is damaged or destroyed as a direct result of any event that has been declared a state of emergency due to a disaster, as defined in the City Code of Southport. In such cases where the provisions of this subdivision conflict with other UDO or City Code provisions, the provisions of this subdivision shall take precedence.
- (b) These provisions shall be in effect for six (6) months from the date the board of aldermen declares the city is ready to begin receiving applications for permits. At their discretion, the board of aldermen may extend this time period by resolution.

(Ord. of 7-14-11)

Sec. 4-114. Provisions.

- (a) Non-residential uses shall place temporary unit(s) within the legal limits of the property where the damaged or destroyed non-residential use is located.
- (b) Temporary non-residential units shall be travel ready.
- (c) Basic sanitation facilities shall be in place prior to placement of the temporary non-residential units.
- (d) The location of the temporary non-residential units shall comply with health and safety regulations as stated by the building inspector and the fire marshal and as approved by the administrator.

(Ord. of 7-14-11)

Sec. 4-115. Reserved.

DIVISION 3. MINIMUM HOUSING REGULATIONS

Secs. 4-116. General Provisions

(A) Scope. The provisions of this chapter and of the regulatory codes herein adopted shall apply to the following:

- (1.) The location, design, materials, equipment, construction, reconstruction, alteration, repair, maintenance, moving, demolition, removal, use and occupancy of every dwelling or any appurtenances connected, attached, or used in connection with any dwelling;
- (2.) The installation, erection, alteration, repair, use and maintenance of plumbing systems consisting of building sewers, building drains, waste and vent systems, hot and cold-water supply systems, and all fixtures and appurtenances thereof;
- (3.) The installation, erection, alteration, repair, use and maintenance of mechanical systems consisting of heating, ventilating, air conditioning or refrigerating systems, fuel burning equipment, and appurtenances thereof; and
- (4.) The installation, erection, alteration, repair, use and maintenance thereof.

(B.) Jurisdiction. The provisions of this chapter and of the regulatory codes herein adopted shall apply within the corporate limits of the city and within the city's extraterritorial jurisdiction beyond and surrounding the corporate limits as shown on the official zoning map of the city (if applicable).

(C.) State Building Code Adopted. The current version of the North Carolina State Building Code is hereby adopted, and any later adopted versions of the State Building Code shall be deemed adopted by the city without further action by the Board of Aldermen.

(D.) Compliance with the Building Code. All dwellings, nonresidential buildings and other structures which are hereafter constructed, reconstructed, erected, altered, extended, enlarged, repaired, demolished, or moved shall conform to the requirements of the North Carolina State Building Code.

Secs. 4-117. Minimum Housing Standards.

(A.) Findings. Pursuant to G.S. § 160D-1203, it is hereby found and declared that there exist in the city dwellings which are unfit for human habitation due to dilapidation, defects increasing the hazards of fire, accidents and other calamities, lack of ventilation, light and sanitary facilities, and due to other conditions rendering the dwellings unsafe or unsanitary, and dangerous and detrimental to the health, safety and morals, and otherwise inimical to the welfare of the residents of the city.

(B) Purpose. In order to protect the health, safety and welfare of the residents of the city, as authorized by G.S. § 160D-1203et seq., it is the purpose of this chapter to establish minimum standards of fitness for the initial and continued occupancy of all buildings used for human habitation, as expressly authorized by G.S. § 160D-1203.

(C.) Definitions. For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Basement. A portion of a building which is located partly underground, having direct access to light and air from windows located above the level of the adjoining ground.

Cellar. A portion of a building located partly or wholly underground having inadequate access to light and air from windows located partly or wholly below the level of the adjoining ground.

Deteriorated. A dwelling which is unfit for human habitation and can be repaired, altered, or improved to comply with all of the minimum standards established by this chapter, at a cost not in excess of 50% of its value, as determined by finding of the Inspector.

Dilapidated. A dwelling which is unfit for human habitation and cannot be repaired, altered or improved to comply with all of the minimum standards established by this chapter at a cost not in excess of 50% of its value, as determined by a finding of the Inspector.

Dwelling. Any building, structure, manufactured home or mobile home, or part thereof, used and occupied for human habitation or intended to be so used, and includes any outhouses and appurtenances belonging thereto or usually enjoyed therewith, except that a "dwelling" does not include any manufactured home or mobile home, which is used solely for a seasonal vacation purpose, or other temporary housing. See, "Temporary Housing," below.

Dwelling, dwelling unit, rooming house, rooming unit, premises. Shall be construed as though they were followed by the words or any part thereof.

Dwelling unit. Any room or group of rooms located within a dwelling and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating.

Extermination. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping or by any other recognized and legal pest elimination methods approved by the Inspector.

Garbage. The animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

Habitable room. A room or enclosed floor space used or intended to be used for living, sleeping, cooking, or eating purposes, excluding bathrooms, water closet compartments, laundries, heater rooms, foyers or communicating corridors, closets and storage spaces.

Infestation. The presence, within or around a dwelling, of any insects, rodents or other pests in a number as to constitute a menace to the health, safety or welfare of the occupants or the public.

Inspector. A Building Inspector or any other official or employee of the city authorized by ordinance to exercise the powers and duties of this chapter. The term "Inspector" shall have the same meaning as "public officer," as that term is used in G.S. Chpt. 160A, Art. 19., Part 6, "Minimum Housing Standards."

Manufactured home. Means a structure as defined in G.S. § 143-145(7). A manufactured home may also be referred to as a "mobile home."

Multiple dwelling. Any dwelling containing more than two dwelling units.

Occupant. Any person over one year of age, living, sleeping, cooking or eating in, or having actual possession of a dwelling unit or rooming unit.

Operator. Any person who has charge, care or control of a building, or part thereof, in which dwelling units or rooming units are let.

Owner. The holder of fee simple title to real property and every mortgagee of record.

Parties in interest. All individuals, associations and corporations who have interests of record in a dwelling and any who are in possession thereof.

Plumbing. All of the following supplied facilities and equipment: gas pipes, gas burning equipment, water pipes, mechanical garbage disposal units (mechanical sink grinder), waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes washing machines, catch basin, drains, vents, and any other similar supplied fixtures, together with all connections to water, sewer, or gas lines.

Public authority. The city Housing Authority or any officer who is in charge of any department or branch of the government of the city of Southport or Brunswick County or the State of North Carolina relating to health, fire, building regulations or other activities concerning dwellings in the city.

Rooming house. Any dwelling, or that part of any dwelling containing one or more rooming units, in which space is let by the owner or operator to three or more persons who are not husband and wife, son or daughter, mother or father or sister or brother of the owner or operator.

Rooming unit. Any room or group of rooms forming a single habitable unit, used or intended to be used for living and sleep, but not for cooking or eating purposes.

Rubbish. Combustible and noncombustible waste materials, except garbage and ashes, and the term shall include paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass crockery and dust.

Supplied. Paid for, furnished, or provided by, or under the control of, the owner or operator.

Temporary housing. Any tent, trailer or other structure used for human shelter which is designed to be transportable, and which is not attached to the ground, to another structure, or to any utilities system on the same premises for more than thirty (30) consecutive days.

Unfit for human habitation. Conditions which exist in a dwelling which violate or do not comply with one or more of the minimum standards of fitness or one or more of the requirements established by this chapter.

(D.) Fitness Of Dwellings And Dwelling Units.

(1.) Every dwelling and dwelling unit used as a human habitation, or held out for use as a human habitation, shall comply with the North Carolina State Building Code and all of the minimum standards of fitness for human habitation and other requirements this code.

(2.) No person shall occupy as owner-occupant or let to another for occupancy or use as a human habitation, any dwelling or dwelling unit which does not comply with the North Carolina State Building Code and all of the minimum standards of fitness for human habitation and other requirements of this code.

(E.) Structural Condition.

(1.) Walls or partitions or supporting members, sills, joists, rafters, or other structural members shall not list, lean or buckle, and shall not be rotted, deteriorated, or damaged, and shall not have holes or cracks which might admit rodents.

(2.) Floors or roofs shall have adequate supporting members and strength to be reasonably safe for the purpose used.

(3.) Foundations, foundation walls, piers or other foundation supports shall not be deteriorated or damaged.

(4.) Steps, stairs, landings, porches or other parts or appurtenances shall be maintained in a condition that they will not fail or collapse.

(5.) Adequate facilities for egress in case of fire or panic shall be provided.

(6.) Interior walls and ceilings of all rooms, closets and hallways shall be finished of suitable materials, which will, by use of reasonable household methods, promote sanitation and cleanliness, and shall be maintained in a manner so as to enable the occupants to maintain reasonable privacy between various spaces.

(7.) The roof, flashings, exterior walls, basement walls, floors and all doors and windows exposed to the weather shall be constructed and maintained so as to be weather and watertight.

(8.) There shall be no chimneys or parts thereof which are defective, deteriorated or in danger of falling, or in a condition or location to constitute a fire hazard.

(9.) There shall be no use of the ground for floors, or wood floors on the ground.

(F.) Basic Equipment And Facilities.

(1.) Plumbing system. Each dwelling unit shall be connected to a potable water supply and to the public sewer or other approved sewage disposal system.

(2.) Each dwelling unit shall contain not less than a kitchen sink, lavatory, tub or shower, water closet, and adequate supply of both cold water and hot water.

(a) All water shall be supplied through an approved pipe distribution system connected to a potable water supply.

(b) All plumbing fixtures shall meet the standards of the North Carolina State Building Code and shall be maintained in a state of good repair and in good working order.

(c) All required plumbing fixtures shall be located within the dwelling unit and be accessible to the occupants of the same.

(d) The water closet and tub or shower shall be located in a room or rooms affording privacy to the user.

(3.) Heating system. Every dwelling and dwelling unit shall have facilities for providing heat in accordance with either division (a) or (b) below.

(a) Central and electric heating systems. Every central or electric heating system shall be of sufficient capacity, and shall be connected, so as to heat all habitable rooms, bathrooms, and water closet compartments in every dwelling unit to a minimum temperature of 70°F measured as a point three (3) feet above the floor.

(b) Other heating facilities. Where a central or electric heating system is not provided, each dwelling and dwelling unit shall be provided with sufficient fireplaces, chimneys, flues, or gas vents whereby heating appliances may be connected so as to heat all habitable rooms to a minimum temperature of 70°F measured three (3) feet above the floor.

(c) Portable kerosene heaters. Portable kerosene heaters are not acceptable as a permanent source of heat but may be used as a supplementary source in single family dwellings and duplex units. An owner who has complied shall not be held

in violation of this subsection where an occupant of a dwelling unit uses a kerosene heater as a primary source of heat.

(4.) Electrical system.

(a.) Every dwelling and dwelling unit shall be wired for electric lights and convenience receptacles. Every habitable room shall contain at least two (2) floor or wall-type electric convenience receptacles, connected in a manner as determined by the North Carolina State Building Code.

(b.) There shall be installed in every bathroom, water closet room, laundry room and furnace room, at least one supplied ceiling, or wall-type electric light fixture.

(c.) In the event wall or ceiling light fixtures are not provided in any habitable room, then each habitable room shall contain at least three floor or wall-type electric convenience receptacles.

(d.) Every public hall and stairway in every multi-dwelling shall be adequately lit by electric lights at all times when natural daylight is not sufficient.

(e.) All fixtures, receptacles, equipment, wiring shall be maintained in a state of good repair, safe, capable of being used, and installed in accordance with the North Carolina State Building Code.

(5.) Ventilation.

(a.) Every habitable room shall have at least one (1) window or skylight facing directly to the outdoors.

(b.) The minimum total window area, measured between stops, for every habitable room shall be 10% of the floor area of the room.

(c.) Whenever walls or other portions of structures face a window or any room and the light-obstructing structures are located less than five (5) feet from the window and extend to a level above that of the ceiling of the room, the window shall not be deemed to face directly to the outdoors and shall not be included as contributing to the required minimum total window area.

(d.) Whenever the only window in a room is a skylight-type window in the top of the room, the total window area of the skylight shall equal at least 15% of the total floor area of the room.

(6.) Habitable rooms.

(a.) Every habitable room shall have at least one (1) window or skylight which can easily be opened, or other device as will adequately ventilate the room.

(b.) The total openable window area in every habitable room shall be equal to at least 45% of the minimum window area size or minimum skylight-type window size as required, or shall have other approved, equivalent ventilation.

(c.) Bathroom and water closet rooms. Every bathroom and water closet compartment shall comply with the light and ventilation requirements for habitable rooms except that no window or skylight shall be required in adequately ventilated bathrooms and water closet rooms equipped with an approved ventilation system.

(G.) Space, Use And Location.

(1.) Room sizes. Every dwelling unit shall contain at least the minimum room size in each habitable room as required by the North Carolina State Building Code.

(a.) Every dwelling unit shall contain at least 150 square feet of habitable floor area for the first occupant, at least 100 square feet of additional habitable area for each of the next three (3) occupants, and at least seventy-five (75) square feet of additional habitable floor area for each additional occupant.

(b.) In every dwelling unit and in every rooming unit, every room occupied for sleeping purposes by one occupant shall contain at least seventy (70) square feet of floor area, and every room occupied for sleeping purposes by more than one (1) occupant shall contain at least fifty (50) square feet of floor area for each occupant twelve (12) years of age and over and at least thirty-five (35) square feet of floor area for each occupant under twelve (12) years of age.

(2.) Ceiling height. At least one-half ($1/2$) of the floor area of every habitable room shall have a ceiling height of not less than seven (7) feet and six (6) inches.

(3.) Floor area calculation.

(a.) Floor area shall be calculated on the basis of habitable room area. However, closet area and wall area within the dwelling unit may count for not more than 10% of the required habitable floor area.

(b.) The floor area of any part of any room where the ceiling height is less than four and one-half ($4\frac{1}{2}$) feet shall not be considered as part of the floor area computing the total area of the room to determine maximum permissible occupancy.

(4.) Cellar. No cellar shall be used for living purposes.

(5.) Basements. No basement shall be used for living purposes unless:

(a.) The floor and walls are substantially watertight;

(b.) The total window area, total openable window area and ceiling height are equal to those required for habitable rooms; and

(c.) The required minimum window area of every habitable room is entirely above the grade adjoining the window area, except where the window or windows face a stairwell, window well or access way.

(H.) Safe And Sanitary Maintenance.

(1.) Exterior foundation, walls, and roofs.

(a.) Every foundation wall, exterior wall and exterior roof shall be substantially weather tight and rodent proof, shall be kept in sound condition and good repair, shall be capable of affording privacy; shall be safe to use and capable of supporting the load which normal use may cause to be placed thereon.

(b.) Every exterior wall shall be protected with paint or other protective covering to prevent the entrance or penetration of moisture or the weather.

(2.) Interior floors, walls, and ceilings. Every floor, interior wall and ceiling shall be substantially rodent proof, shall be kept in sound condition and good repair and shall be safe to use and capable of supporting the load which normal use may cause to be placed thereon.

(3.) Windows and doors. Every window, exterior door, basement or cellar door, and hatchway shall be substantially weather tight, watertight, and rodent proof, and shall be kept in sound working condition and good repair.

(4.) Stairs, porches, and appurtenances. Every outside and inside stair, porch and any appurtenance thereto shall be safe to use and capable of supporting the load that normal use may cause to be placed thereon; and shall be kept in sound condition and good repair.

(5.) Bathroom floors. Every bathroom floor surface and water closet compartment floor surface shall be constructed and maintained so as to be reasonably impervious to water and so as to permit the floor to be easily kept in a clean and sanitary condition.

(6.) Supplied facilities. Every supplied facility, piece of equipment or utility which is required under this chapter shall be so constructed or installed that it will function safely and effectively and shall be maintained in satisfactory working condition.

(7.) Drainage. Every yard shall be properly graded so as to obtain thorough drainage and so as to prevent the accumulation of stagnant water.

(8.) Noxious weeds. Every yard and all exterior property areas shall be kept free of species of weeds or plant growth which are noxious or detrimental to health.

(9.) Egress. Every dwelling unit shall be provided with adequate means of egress as required by the North Carolina State Building Code.

(I.) Control Of Insects, Rodents, And Infestations.

(1.) Screens. In every dwelling unit, for protection against mosquitoes, flies and other insects, every door opening directly from a dwelling unit to outdoor space shall have supplied and installed screens and a self-closing device; and every window or other device with openings to outdoor space, used or intended to be used for ventilation, shall likewise be supplied with screens installed.

(2.) Rodent control. Every basement or cellar window used or intended to be used for ventilation, and every other opening to a basement which might provide an entry for rodents, shall be supplied with screens installed or other approved device as will effectively prevent their entrance.

(3.) Infestation.

(a.) Every occupant of a dwelling containing a single dwelling unit shall be responsible for the extermination of any insects, rodents, or other pests therein or on the premises; and every occupant of a dwelling unit in a dwelling containing more than one dwelling unit shall be responsible for the extermination whenever his or her dwelling unit is the only one infested.

(b.) Whenever infestation is caused by failure of the owner to maintain a dwelling in a rodent proof or reasonably insect proof condition, extermination shall be the responsibility of the owner.

(c.) Whenever infestation exists in two or more dwelling units in any dwelling or in the shared or public parts of any dwelling containing two or more dwelling units, extermination shall be the responsibility of the owner.

(4.) Rubbish storage and disposal. Every dwelling and every dwelling unit shall be supplied with approved containers and covers for storage of rubbish as required by city ordinances, and the owner, operator, or agent in control of the dwelling or dwelling unit shall be responsible for the removal of rubbish.

(5.) Garbage storage and disposal. Every dwelling and every dwelling unit shall be supplied with an approved garbage disposal facility, which may be an adequate mechanical garbage disposal unit (mechanical sink grinder) in each dwelling unit or an incinerator unit, to be approved by a city Building Inspector, in the structure for the use of the occupants of each dwelling unit, or an approved outside garbage can as required by city ordinances.

(J.) Responsibilities Of Owners And Occupants.

(1.) Public areas. Every owner of a dwelling containing two or more dwelling units shall be responsible for maintaining in a clean and sanitary condition the shared or public areas of the dwelling and premises thereof.

(2.) Cleanliness. Every occupant of a dwelling or dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit, and premises thereof which he or she occupies and controls.

(3.) Rubbish and garbage.

(a.) Every occupant of a dwelling or dwelling unit shall dispose of all his or her rubbish and garbage in a clean and sanitary manner.

(4.) Supplied plumbing fixtures. Every occupant of a dwelling unit shall keep all supplied plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation of the same.

(5.) Care of facilities, equipment, and structure. No occupant shall willfully destroy, deface or impair any of the facilities or equipment, or any part of the structure of a dwelling or dwelling unit.

(K.) Inspector; Powers And Duties.

(1.) Inspector appointed. The city Administrator is hereby appointed to serve as the Minimum Housing Inspector. The city Administrator may delegate these duties to any city employee or contractor.

(2.) Duties. It shall be the duty of the Inspector:

(a.) To investigate the dwelling conditions, and to inspect dwellings and dwelling units located in the city, in order to determine which dwellings and dwelling units are unfit for human habitation, and for the purpose of carrying out the objectives of this chapter with respect to the dwellings and dwelling units;

(b.) To take action, together with other appropriate departments and agencies, public and private, as may be necessary to effect rehabilitation of housing which is deteriorated;

(c.) To keep a record of the results of inspections made under this chapter and an inventory of those dwellings that do not meet the minimum standards of fitness herein prescribed; and

(d.) To perform the other duties as may be herein prescribed.

(3.) Powers. The Inspector is authorized to exercise the powers as may be necessary or convenient to carry out and effectuate the purpose and provisions of this chapter including the following powers in addition to others herein granted:

(a.) To investigate the dwelling conditions in the city in order to determine which dwellings therein are unfit for human habitation;

(b.) To administer oaths and affirmations, examine witnesses and receive evidence;

(c.) To enter upon premises for the purpose of making examinations and inspections; provided, the entries shall be made in accordance with law and in the manner as to cause the least possible inconvenience to the persons in possession; and

(d.) To appoint and fix the duties of the officers, agents, and employees as he or she deems necessary to carry out the purpose of this chapter.

(4.) Relief from personal liability. Any official, officer, employee, or authorized qualified third-party agency or individual charged with the enforcement of this code, while acting for the city, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act required or permitted in the discharge of the official duties described herein.

(L.) Procedure For Enforcement; Service Of Complaints And Orders.

(1.) Procedure for enforcement.

(a.) Preliminary investigation; notice; hearing.

(i) Whenever a petition is filed with the Inspector by a public authority or by at least five (5) residents of the city charging that any dwelling or dwelling unit is unfit for human habitation, or whenever it appears to the Inspector, upon inspection, that any dwelling or dwelling unit is unfit for human habitation, he or she shall if his or her preliminary investigation discloses a basis for the charges, issue and cause to be served upon the owner of and parties in interest in the dwelling or dwelling unit a complaint stating the charges and containing a notice that a hearing will be held before the Inspector at a place therein fixed, not less than ten (10) nor more than thirty (25) days after the serving of the complaint.

(ii) The owner or any party in interest shall have the right to file an answer to the complaint and to appear in person, or otherwise, and give testimony at the place and time fixed in the complaint.

(iii) Notice of the hearing shall also be given to at least one of the persons signing a petition relating to the dwelling.

(iv) Any person desiring to do so may attend the hearing and give evidence relevant to the matter being heard.

(v) Hearings before the Inspector shall be quasi-judicial in nature. The rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the Inspector.

(b.) Procedure after hearing.

(i) After the notice and hearing, the Inspector shall state in writing his or her determination whether the dwelling or dwelling unit is unfit for human habitation. If the Inspector determines the dwelling or dwelling unit is unfit for human habitation, then he or she shall also determine whether the structure is deteriorated or dilapidated.

(ii) If the Inspector determines that the dwelling or dwelling unit is deteriorated, he or she shall state in writing his or her findings of fact in support of the determination, and shall issue and cause to be served upon the owner thereof an order directing and requiring the owner to repair, alter and improve the dwelling or dwelling unit to comply with the minimum standards of fitness established by this chapter within a specified period of time, not to exceed ninety (90) days.

(iii) If the Inspector determines that the dwelling or dwelling unit is deteriorated, the order may also require that the property be vacated and closed. The Inspector may issue an order to vacate and close only if the Inspector determines in writing that continued occupancy during the time allowed for repair will present a significant threat of bodily harm, taking into account the nature of the necessary repairs, alterations, or improvements; the current state of the property; and any additional risks due to the presence and capacity of minors under the age of eighteen (18) or occupants with physical or mental disabilities.

(iv) If the Inspector determines that the dwelling is dilapidated, he or she shall state in writing his or her findings of fact to support the determination, and shall issue and cause to be served upon the owner thereof an order directing and requiring the owner to either repair, alter and improve the dwelling or dwelling unit to comply with the minimum standards of fitness established by this chapter or else vacate and remove or demolish the same within a specified period of time not to exceed ninety (90) days. However, notwithstanding any other provision of law, if the dwelling is located in a historic district of the city and the city's Historic District Commission determines, after a public hearing as provided by ordinance, that the dwelling is of particular significance or value toward maintaining the character of the district, and the dwelling has not been condemned as unsafe, the order may require that the dwelling be vacated and closed consistent with G.S. § 160D-1203.

(v) An order issued shall also state:

1. That the failure to make timely repairs as directed in the order shall make the dwelling subject to the issuance of an unfit order; and

2. That any person aggrieved by the order may appeal the decision to the Zoning Board of Adjustment within thirty (30) days from the rendering of the decision or service of the order.

(2.) Whenever the Inspector orders a dwelling be vacated and closed or removed or demolished, notice of the order shall be given by first-class mail to any organization involved in providing or restoring dwellings for affordable housing that has filed a written request for such notices. A minimum period of forty-five (45) days from the mailing of such notice shall be given before removal or demolition by action of the Inspector, to allow the opportunity for any organization to negotiate with the owner to make repairs, lease, or purchase the property for the purpose of providing affordable housing. The Inspector or city Clerk shall certify the mailing of the notices, and the certification shall be conclusive in the absence of fraud. Only an organization that has filed a written request for such notices may raise the issue of failure to mail such notices, and the sole remedy shall be an order requiring the Inspector to wait forty-five (45) days before causing removal or demolition.

(3.) Methods of service of complaints and orders.

(a.) Complaints or orders issued by the Inspector shall be served upon persons either personally or by registered or certified mail. When service is made by registered or certified mail, a copy of the complaint or order may also be sent by regular mail. Service shall be deemed sufficient if the registered or certified mail is unclaimed or refused, but the regular mail is not returned by the post office within ten (10) days after the mailing. If regular mail is used, notice of the pending proceedings shall be posted in a conspicuous place on the premises affected.

(b.) If the identities of any owners or the whereabouts of persons are unknown and cannot be ascertained by the Inspector in the exercise of reasonable diligence, or, if the owners are known but have refused to accept service by registered or certified mail, and the Inspector makes an affidavit to that effect, then the serving of the complaint or order upon the owners or other persons may be made by publication in a newspaper having general circulation in the city at least once no later than the time at which personal service would be required under this chapter. When service is made by publication, notice of the pending proceedings shall be posted in a conspicuous place on the premises thereby affected.

(M.) Failure To Comply With An Order.

(1.) Failure to comply with an order – in personam remedy. Pursuant to G.S. § 160D-1203, if the owner of any deteriorated dwelling or dwelling unit shall fail to comply with an order of the Inspector to repair, alter or improve the same within the time specified therein, or if the owner of a dilapidated dwelling shall fail to comply with an order of the Inspector to vacate and close, and remove or demolish the same within the time specified therein, the Inspector may submit to the Board of Alderman a resolution directing the city Attorney to institute any appropriate action in the Brunswick County Superior Court for an order directing the owner and/or occupants to comply with the order of the Inspector; to otherwise prevent the unlawful erection, construction, reconstruction, alteration or use; to restrain, correct or abate the violation; to prevent the occupancy of the dwelling; or to prevent any illegal act, conduct or use in or about the premises of the dwelling.

(2.) Failure to comply with an order – in rem remedy.

(a.) If the owner of any deteriorated or dilapidated dwelling or dwelling unit shall fail to comply an order of the Inspector issued pursuant to this chapter, the Inspector may petition the Board of Alderman adopt an ordinance authorizing the Inspector to carry the Inspector's order into effect. Upon adoption of said ordinance, the Inspector shall proceed to cause the dwelling or dwelling unit to be repaired, altered or improved to comply with the minimum standards of fitness established by this chapter or to be vacated and closed and removed or demolished, as directed by the ordinance of the Board of Alderman and shall cause to be posted on the main entrance of the dwelling or dwelling unit a placard with the following words: "This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful."

(b.) No ordinance adopted by the Board of Alderman shall direct the Inspector to take an action other than those actions specified in the Inspector's written order, except that the Board may allow additional time to repair a dwelling.

(c.) No ordinance shall be adopted to require demolition of a dwelling until the owner has first been given a reasonable opportunity to bring it into conformity with the city Minimum Housing Code.

(d.) Occupation of a building so posted shall constitute a Class 1 misdemeanor.

(3.) Each ordinance shall be recorded in the office of the Brunswick County Register of Deeds and shall be indexed in the name of the property owner in the grantor index.

(N.) Costs A Lien On Premises; Sale Of Materials.

(1.) As provided by G.S. § 160D-1203, the amount of the cost of any repairs, alterations or improvements, or vacating and closing, or removal or demolition, caused to be made or done by the Inspector shall be a lien against the real property upon which the cost was incurred, which lien shall be filed, have the same priority, and be collected as the lien for special assessment provided in G.S. Chapter. 160D-1203.

(2.) If the real property upon which the cost was incurred is located within the corporate limits of the city, then the amount of the cost is also a lien on any other real property of the owner located within the city limits or within one (1) mile thereof except for the owner's primary residence. The additional lien provided in this subdivision is inferior to all prior liens and shall be collected as a money judgment.

(3.) If the dwelling is removed or demolished by the Inspector, he or she shall sell the materials of the dwelling, and any personal property, fixtures or appurtenances found in or attached to the dwelling, and shall credit the proceeds of the sale against the cost of the removal or demolition and any balance remaining shall be deposited in the Brunswick County Superior Court by the Inspector, shall be secured in a manner directed by the Court, and shall be disbursed by the Court to the persons found to be entitled thereto by final order or decree of the Court. Nothing in this subsection shall be construed to impair or limit in any way the power of the city to define and declare nuisances and to cause their removal or abatement by summary proceedings, or otherwise.

(O.) Abandonment Of Intent To Repair.

(1.) If the two following conditions exist, the Board may conduct a hearing to determine whether the owner has abandoned the intent and purpose to repair, alter or improve the dwelling in order to render it fit for human habitation.

(a.) the Board of Alderman has adopted an ordinance as provided in this chapter or the Inspector has issued an order determining a structure is deteriorated and ordering a dwelling to be repaired or vacated and closed; and

(b.) the dwelling has been vacated and closed for a period of one (1) year pursuant to the ordinance or order.

After a hearing, the Board finds that the owner has abandoned his or her intent to repair the dwelling and that the continuation of the dwelling in its vacated and closed status would be inimical to the health, safety, morals and welfare of the city in that the dwelling would continue to deteriorate, would create a fire and safety hazard, would be a threat to children and vagrants, would attract persons intent on criminal activities, would cause or contribute to blight and the deterioration of property values in the area, and would render unavailable property and a dwelling which might otherwise have been made available to ease the persistent shortage of decent and affordable housing in this State, then in such circumstances, the Board may, after the expiration of such one (1) year period, enact an ordinance and serve such ordinance on the owner, setting forth the following:

(i) If it is determined that the repair of the dwelling to render it fit for human habitation can be made at a cost not exceeding fifty percent (50%) of the then current value of the dwelling, the ordinance shall require that the owner either repair or demolish and remove the dwelling within ninety (90) days; or

(ii) If it is determined that the repair of the dwelling to render it fit for human habitation cannot be made at a cost not exceeding fifty percent (50%) of the then current value of the dwelling, the ordinance shall require the owner to demolish and remove the dwelling within ninety (90) days.

(P.) Alternative And Supplemental Remedies.

(1.) Neither this chapter nor any of its provisions shall be construed to impair or limit in any way the power of the city to define and declare nuisances and to cause their abatement by summary action or otherwise, or to enforce this chapter by criminal process as authorized by G.S. § 14-4.

(2.) The enforcement of any remedy provided herein shall not prevent the enforcement of any other remedy or remedies provided herein or in other ordinances or laws.

(3.) If any occupant fails to comply with an order to vacate a dwelling, the Inspector, with authorization from the Board of Alderman, may file a civil action in the name of the city to remove such occupant. The action to vacate the dwelling shall be in the nature of summary ejectment and shall be commenced by filing a complaint naming as parties-defendant any person occupying such dwelling. The Brunswick County Clerk of Superior Court shall issue a summons requiring the defendant to appear before a magistrate at a certain time, date and place not to exceed ten (10) days from the issuance of the summons to answer the complaint. The summons and complaint shall be served as provided in G.S. § 42-29. The summons shall be returned according to its tenor, and if on its return it appears to have been duly served, and if at the hearing the Inspector produces a certified copy of an ordinance adopted by the Board of Alderman pursuant to this chapter authorizing the Inspector to proceed to vacate the occupied dwelling, the magistrate shall enter judgment ordering that the premises be vacated and that all persons be removed. The judgment ordering that the dwelling be vacated shall be enforced in the same manner as the judgment for summary ejectment entered under G.S. § 42-30. An appeal from any judgment entered hereunder by the magistrate may be taken as provided in G.S. § 7A-228, and the execution of such judgment may be stayed as provided in G.S. § 7A-227. An action to remove an occupant of a dwelling who is a tenant of the owner may not be in the nature of a summary ejectment proceeding pursuant to this paragraph unless such occupant was served with notice at least thirty (30) days before the filing of the summary ejectment proceeding that the Board of Alderman has ordered the Inspector to proceed to exercise his or her duties pursuant to this chapter to vacate and close or remove and demolish the dwelling.

(Q.) Appeals.

(1.) An appeal from any decision or order of the Inspector may be taken to the Zoning Board of Adjustment by any person aggrieved thereby or by any Officer, Board or Council of the city. Any appeal from the Inspector shall be taken within thirty (30) days from the rendering of the decision or service of the order by filing a notice of appeal with the Inspector, which notice shall specify the grounds upon which the appeal is based.

(2.) Upon the filing of any notice of appeal, the Inspector shall promptly transmit to the Zoning Board of Adjustment all the papers, photographs and other documents constituting the record upon which the decision appealed from was made.

(3.) When an appeal is from a decision of the Inspector refusing to allow the person aggrieved thereby to do any act, his or her decision shall remain in force until modified or reversed. When any appeal is from a decision of the Inspector requiring the person aggrieved to do any act, the appeal shall have the effect of suspending the requirement until the hearing by the Zoning Board of Adjustment, unless the Inspector certifies to the board, after the notice of appeal is filed with him or her, that because of facts stated in the certificate (a copy of which shall be furnished to the appellant), a suspension of his or her requirement would cause imminent peril to life or property. In that case the requirement shall not be suspended except by a restraining order, which may be granted for due cause shown upon not less than one (1) day's written notice to the Inspector, by the board, or by a court of record upon petition.

(4.) The Zoning Board of Adjustment shall fix a reasonable time for hearing appeals, shall give due notice to the parties, and shall render its decision within a reasonable time. Any party may appear in person or by agent or attorney. The board may reverse or affirm, wholly or partly, or may modify the decision or order appealed from, and may make any decision and order that in its opinion ought to be made in the matter, and to that end it shall have all the powers of the Inspector, but the concurring vote of a majority of the members of the board shall be necessary to reverse or modify any decision or order of the Inspector. The board shall have power also in passing upon appeals, when practical difficulties or unnecessary hardships would result from carrying out the strict letter of the ordinance, to adapt the application of the ordinance to the necessities of the case to the end that the spirit of the ordinance shall be observed, public safety and welfare secured, and substantial justice done.

(5.) Every decision of the Zoning Board of Adjustment shall be subject to review by proceedings in the nature of certiorari instituted in the Brunswick County Superior Court within fifteen (15) days of the decision of the board, but not otherwise.

(6.) Any person aggrieved by an order issued by the Inspector, or a decision rendered by the Zoning Board of Adjustment may petition the Brunswick County Superior Court for an injunction restraining the Inspector from carrying out the order or decision and the court may, upon such petition, issue a temporary injunction restraining the Inspector pending a final disposition of the cause. The petition shall be filed within thirty (30) days after issuance of the order or rendering of the decision. Hearings shall be had by the court on a petition within twenty (20) days and shall be given preference over other matters on the court's calendar. The court shall hear and determine the issues raised and shall enter such final order or decree as law and justice may require. It shall not be necessary to file bond in any amount before obtaining a temporary injunction under this subsection.

(R.) Conflict With Other Provisions.

In the event any provision, standard or requirement of this chapter is found to be in conflict with any provision of any other ordinance or code of the city, the provision which establishes the higher standard or more stringent requirement for the promotion and protection of the health and safety of the residents of the city shall prevail.

(S.) Violations.

(1.) It shall be unlawful for the owner of any dwelling or dwelling unit to fail, neglect or refuse to repair, alter, or improve the same, or to vacate and close and remove or demolish the same, upon order of the Inspector duly made and served as herein provided, within the time specified in the order, and each day that any failure, neglect or refusal to comply with the order continues shall constitute a separate and distinct offense.

(2.) It shall be unlawful for the owner of any dwelling or dwelling unit, with respect to which an order has been issued pursuant to this chapter, to occupy or permit the occupancy of the same after the time prescribed in the order for its repair, alteration or improvement or its vacation and closing, and each day that the occupancy continues after the prescribed time shall constitute a separate and distinct offense.

(T.) Penalty And Enforcement.

(1.) In addition to the other remedies provided here in, any provision of this chapter may be enforced by any remedy, including but not limited to civil penalties as provided in Code Section 10.99 and G.S. § 160D-1203.

ARTICLE IV. SPECIFIC BUILDINGS¹

DIVISION 1. HOME OCCUPATIONS

Sec. 4-118. Generally.

Home occupation: Any business, profession or trade in which the principal income-generating work of the business, profession or trade is conducted principally within a dwelling unit or accessory structure by the inhabitants of the dwelling unit, which business use is incidental and secondary to the use of the property for dwelling purposes. Furthermore, in order to be classified as a home occupation, the business, profession, or trade must satisfy the following requirements:

- (1) Not more than twenty-five (25) percent of the gross floor area of the dwelling unit (excluding porch and garage areas) or five hundred (500) square feet, whichever is more, shall be used in the conduct of the home occupation. The twenty-five (25) percent or five hundred (500) square feet, whichever is more, may be used in either the dwelling unit or an accessory structure or a combination of the two (2).
- (2) There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupation other than one (1) sign, not exceeding eighteen (18) inches by twenty-five (25) inches in size, and may be lighted with indirect

¹Editor's note(s)—Ordinance of October 11, 2001 did not specifically amend the Code. At the discretion of the editor said provisions have been added as §§ 4-116—4-132 as set out herein.

illumination of not more than seventy-five (75) watts per side and shall not be illuminated from 10 p.m. till 8 a.m.

- (3) There shall be no outside storage of anything connected with the home occupation, except one (1) vehicle used in connection with the business. Such a vehicle may be no larger than a passenger van or pick-up truck.
- (4) No traffic shall be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such home occupation shall be in accordance with § 4-117 of this article, and other than in a required front yard.
- (5) No equipment or process shall be used in such home occupation which creates noise, vibration, glare, fumes, odors or electrical interferences detectable to the normal sense off the lot. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises or causes fluctuations in line voltage off the premises.
- (6) There shall not be more than one (1) person other than residents of the dwelling unit employed at the premises in connection with the home occupation.
- (7) In the event a home occupation is being conducted at the time of the adoption of this article which does not comply with the requirements of subsection (a) hereof, said home occupation may continue provided that all requirements of subsections (b) through (f) are complied with. Any home occupation not complying with all requirements of subsections (b) through (f) is in violation of the Southport Zoning Ordinance and subject to all remedies allowed by law. If said home occupation does not meet the restrictions in subsection (a) at the time of the adoption of this article, no action can be taken to increase the non-conformity in any manner.

(Ord. of 10-11-01(1))

Sec. 4-119. Off-street parking.

- (a) *Remote parking space:* If the off-street parking space required by this article cannot be reasonably provided on the same lot on which the principal use is located, such space may be provided on any land within four hundred (400) feet of the main entrance to such principal use.
- (b) *Minimum parking requirements:* The following off-street parking space shall be required.

Residential & Related Uses	Required Off-Street Parking
Any residential use consisting of one (1) or more dwelling units.	Two (2) parking spaces on the same lot for each dwelling unit.
Home occupations (except medical doctor or dentist offices).	Two (2) parking spaces in addition to the residential parking requirement.

Parking space, off-street: An adequate size space (10'×20') for parking a vehicle with room for opening doors on both sides, proper access to streets and adequate maneuvering room.

(Ord. of 10-11-01(1))

Secs. 4-120—4-130. Reserved.

NOW, THEREFORE, BE IT ORDAINED by the City of Southport Board of Aldermen that the proposed Code of Ordinances amendment of Chapter 4, Article III: Condemnation, Repair, and Demolition of Unsafe Buildings, is hereby adopted and shall become effective immediately. All provisions of any City ordinance in conflict with this Ordinance are hereby repealed.

The foregoing Ordinance, having been submitted to a vote, received the following vote, and was duly adopted this the ____ day of October 2023.

Ayes: _____

Noes: _____

Absent or Excused: _____

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

Dorothy Dutton, Asst City Manager/Clerk

DATE: October 3, 2023

DEPARTMENT: Public Services

PRESENTED BY: Tom Zilinek, City Engineer

ITEM SPONSORED BY: Public Services and Administration

ITEM/TOPIC: Lead Services Line Inventory Update

COST: Unknown

BUDGET LINE ITEM: Unknown at this time

JUSTIFICATION: As part of the Lead and Copper Rule Revisions published December 16, 2021, the Environmental Protection Agency (EPA) required all Community Water Systems to develop and inventory all service line connections both system and customer owned. The inventory must be completed and submitted the North Carolina Public Water Supply Section by October 16, 2024, and must identify the potential presence of lead within each service line connection.

IMPACT IF NOT APPROVED: We would be in violation of Federal and State law.

DEPARTMENT HEAD COMMENTS: I have taken on the task of performing the inventory in-house and we are scheduled to have this completed by the October 16, 2024 deadline.

CITY MANAGER COMMENTS: I wanted to have Tom give you an overview of the law and an update on how we are progressing with our inventory, so you were not surprised when this topic comes up later during a future budget process. This is for discussion and questions only.

ATTACHMENTS: None

REQUESTED ACTION: Discussion on this item.

PROPOSED MOTION: None needed.

DATE: October 6, 2023

DEPARTMENT: Public Services

PRESENTED BY: Tom Zilinek, City Engineer

ITEM SPONSORED BY: Public Services

ITEM/TOPIC: Award Contract to WK Dickson for Stormwater Mapping and System Evaluation Services

COST: \$409,000

BUDGET LINE ITEM:

JUSTIFICATION: The City received a \$250,000 GoldenLeaf grant and appropriated through the budget process an additional \$250,000 to map and evaluate its Stormwater System. This project will prepare a city-wide inventory of the entire system so a complete condition assessment of the infrastructure can be made. The study will identify the critical points in the system so improvements can be prioritized, and pricing is developed to provide the most benefit or relief first. This will assist us with future budgeting.

IMPACT IF NOT APPROVED: There will be no map of the City's stormwater system nor a plan developed to address the stormwater problems City wide.

DEPARTMENT HEAD COMMENTS: This project will help create a stormwater system improvement program. It will also assist with the review of development plans as they relate to stormwater runoff.

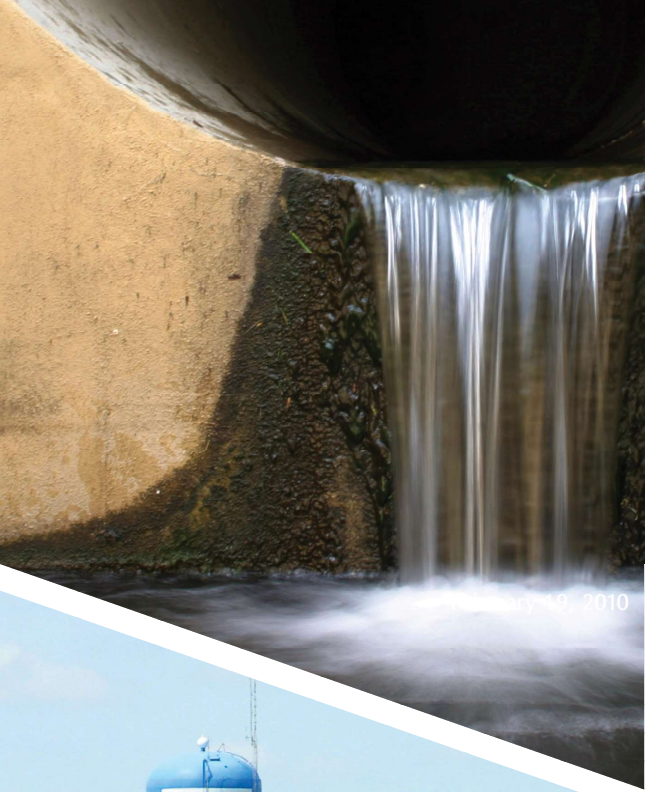
CITY MANAGER COMMENTS: The City desperately needs to develop a Stormwater System inventory, design and plan to help with the development of an adequate Stormwater System, fix the myriad of projects that are currently out there, and begin to develop a long range plan with budget numbers to address problem areas.

We have worked with WK Dickson in the past and have found them to be timely in meeting their deadlines and having well written and thorough reports to us for many sewer projects.

ATTACHMENTS: WK Dickson State of Qualifications for Stormwater Mapping and System Contract for WK Dickson.

REQUESTED ACTION: Approve the contract to WK Dickson for Stormwater Mapping

PROPOSED MOTION: Motion to approve the contract with WK Dickson for Stormwater Mapping and System Evaluation Services.



Statement of Qualifications for:

STORMWATER MAPPING AND SYSTEM EVALUTION SERVICES

September 25, 2023



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Company Name

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Subconsultant

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September 25, 2023

City of Southport

Ms. Dorothy Dutton, Assistant City Manager

1029 N. Howe Street

Southport, NC 28461

Re: Stormwater Mapping and System Evaluation Services

Dear Ms. Dutton and Members of the Selection Committee:

WK Dickson is pleased to provide this proposal for stormwater mapping and system evaluation services for the City of Southport. Our watershed services team has unparalleled experience developing stormwater solutions for coastal communities. Project Manager Tom Murray has shepherded over a dozen communities through inventory data collection, assessment, and CIP development. WK Dickson brings the following differentiators to this work:

- ▶ Our watershed team members have **extensive local and regional experience** with projects from inventory and planning through project implementation. We understand the unique stormwater challenges that small coastal communities face, and we have the expertise to develop project solutions that match the City of Southport community character and address citizen concerns. Our experience in the City of Southport and other coastal environments will be instrumental in developing a connected system mapping for the City.
- ▶ Our project team brings **intimate knowledge of other benchmark communities' planning, prioritization approaches, and programs**. A few of the communities we have supported with similar services include Surf City, Caswell Beach, Oak Island, Atlantic Beach, Nags Head, Burgaw, Beaufort, Georgetown (SC), James Island (SC), and Myrtle Beach (SC), as well as numerous inland communities. We have tailored unique approaches to each community's local challenges and priorities, and we will leverage our experience to develop a robust and actionable stormwater plan for Southport.
- ▶ **No firm can rival our track record in funding**. After system mapping and capital improvement plans have been developed, the City will need a partner that can work with them to develop funding implementation strategies. Our funding experts have been assisting communities in procuring millions in funding from a range of sources as well as identifying internal funding strategies.
- ▶ **Local knowledge**. Carter Hubard and the WK Dickson team have been serving the City for almost 20 years on a broad range of infrastructure projects. We are committed to continuing to improve the quality of life for the Southport community.

If you have any questions, please contact Tom Murray at 919.610-9434.

Sincerely,

W.K. Dickson & Co., Inc.

Tom Murray, PE, CFM
Project Manager

T. Carter Hubard, PE
Client Manager

TAB A:

PROPOSED SCOPE OF SERVICES / APPROACH

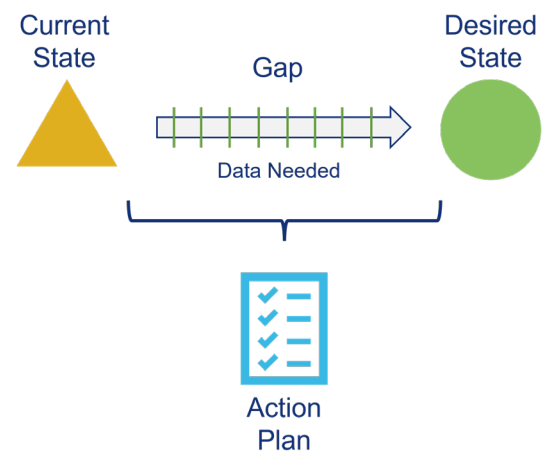
Our team will shepherd the City through the development of this stormwater mapping and planning effort using knowledge developed through the experiences of staff who have worked as municipal stormwater managers and municipal consultants on our team that have supported dozens of communities.

Our approach addresses the three major scope of work items described on pages 3-4 of the RFQ, as well as additional tasks that we will complete as a part of typical asset inventory and condition assessment and stormwater planning project.

Phase 1	Phase 2	Phase 3	Future Phases
• Data Review and Gap Analysis • Review Level & Extent of Service Policies • Define Program Goals	• Develop Data Collection Schemas • Asset Inventory • Asset Condition Assessment • Stream Assessment • Identify Potential Projects	• Asset Criticality & Resiliency Analysis • Develop CIP Projects and Cost Estimates • Develop Prioritization Approach • Prioritize CIP	• Strategic Funding Approach • Basin-Level Planning • Comprehensive Master Planning • H+H Capacity Analysis • Utility Fee Study

EXISTING DATA REVIEW AND GAP ANALYSIS

GIS – Existing GIS data relevant to inventory and conditions assessment will be compiled through various sources including Brunswick County, NCDOT, NCDOT, NCDOT, NCDOT, and the City of Southport's current mapped utility data. Gap analysis will focus on available NCDOT inventory and bridge/culvert inspections, past City stormwater inventory efforts (if available), work orders, maintenance plans, stream assessment layers, county stormwater and hydrology GIS data, FEMA maps and models, and as-built data. Compiled data layers are expected to include aerial photography, topographic data, soils, land use, zoning, parcels, planimetrics, streams, floodplain boundaries, gage data, high water marks, flooded structures and utility data.



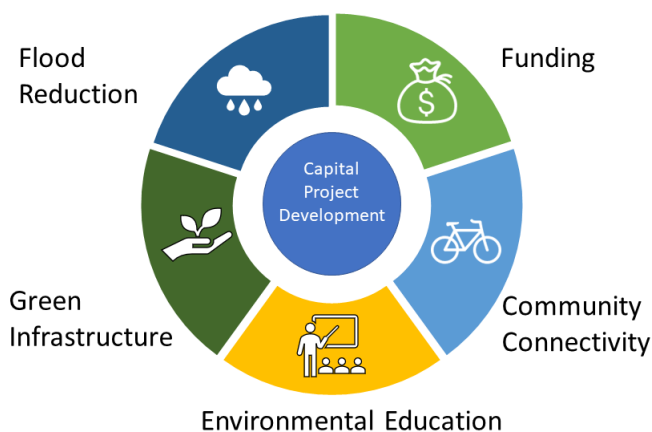
Engineering models and studies – WK Dickson will review and evaluate existing models and studies available through FEMA, NCDOT or other entities. FEMA models can often provide a good starting point for the hydraulic evaluation of a FEMA-studied stream, particularly in North Carolina, where the models are routinely updated. Utilizing the FEMA models to the extent possible will leverage previous evaluations of the larger systems.

Planning studies and policy documents – To complement the engineering data available, we will review all available City planning documents to understand development patterns best and evaluate future build-out scenarios.

Program Policies – We will recommend discussions with staff include both extent of service and level of service policies. If not already developed, drafting these policies is critical to inform the approach for the asset inventory and

CIP development, as these policies are necessary to define which assets are City-owned and where and under what circumstances CIP projects will be considered. Extent of service defines where the City provides stormwater services. Through our experience working on similar projects, we can provide the City with the pros and cons of providing stormwater services only in the City right-of-way versus expanding services to private property in some instances. Defining these limits early in the development of the program will give a framework to guide asset inventory, capital planning development, and recommendations for long-term asset management. Specific program elements to be addressed by the level of service policy may include frequency of maintenance operations and street sweeping, frequency of watershed and system modeling, strength of erosion and sediment control enforcement, degree of citizen education and outreach, speed of citizen complaint responsiveness, administrative costs, schedule and annual funding levels for capital improvements, equipment needs, staffing and training, and planning efforts. We will present a matrix-style menu of level of service options for each tier (A, B, C, etc.) and guide the City in developing tailored level of service goals.

Program Goals – During data review and gap analysis phase, WK Dickson proposes a working session with City staff to collect feedback on previous efforts and share results from our analysis of the data review. The purpose will be to understand the stormwater program’s successes and determine areas for improvement in programmatic development. Defining the City’s program goals in these categories—Program Management, Operation and Maintenance, and Capital Improvement Program—is the first step in defining the desired level of service provided to the community. Meeting community needs and affordability are critical components as well. During this stage, program goals will be memorialized to ensure that this asset inventory, condition assessment project, and capital planning is representative of the overarching, long-term vision for Southport’s stormwater program.



We will also discuss and evaluate any gaps in the data sets and previous study approaches to inform the specific goals and protocols during inventory and assessment efforts. Determining the scope and breadth of the City’s stormwater program at the beginning of the project will be instrumental in developing the road map towards comprehensive stormwater programming, community infrastructure improvements, and lay the foundation for the future stormwater utility.

ASSET INVENTORY

Perhaps the most critical dataset required for watershed planning is the infrastructure inventory. To develop sustainable stormwater solutions, we must first understand how the City currently manages stormwater data and evaluate the quality and relevance of existing inventory data. An asset inventory geodatabase schema and corresponding Standard Operating Procedures (SOPs) will be developed with input from the City to meet short and long-term system management needs. The geodatabase schema will be developed by using the ESRI Local Government Information Model. This schema will be adapted to meet the City’s needs by including attributes and corresponding domain values that represent the City’s stormwater infrastructure. After consensus is reached, the WK Dickson team will complete the data collection effort as efficiently as possible to move into the next critical phases of the project.

The WK Dickson team is experienced with completing system-wide GPS inventories on a watershed basis as well as supplementing existing databases as needed. To assist with reviewing system-wide utility inventories, WK Dickson has developed customized tools that will provide an automated quality control check on the data and report locations where there could be an error in the data. GIS analysts and engineering staff will review the output from the customized tools

to determine if and where additional field collection is required. In addition, WK Dickson will utilize the ESRI utility network which is the latest tool from ESRI in establishing network connectivity within the system. The utility network not only understands proper topology between structures and the connecting pipe or open channel, but it also incorporates elevation data for identifying arrows of shallow or negative slope and potential “bottlenecks” from changing pipe diameters.

Our team utilizes Mobile GIS Applications to collect and manage the large amount data and allow a seamless integration of the new data collected in the field with your current GIS database. For the field data collection and survey portion, we have partnered with ESP. ESP is one of the leading firms in the southeast for completing utility inventories and is staffed to be able to deploy multiple trained field crews in collecting stormwater infrastructure attribute data. Furthermore, ESP has CCTV capabilities allowing our team to efficiently complete detailed condition assessment of pipe systems as needed.



Closed System Inventory

The stormwater inventory will include location and attribution of critical closed system drainage assets as defined below:

- ▶ All piped stream crossings along the perennial and intermittent streams as identified through GIS data, including road, railroad, pedestrian path and sanitary sewer easement crossings.
- ▶ All structures falling within the City’s Extent of Service policy draining to an outfall of a specified diameter or larger. In general, these structures include assets located under roadways and within the public right of way, assets within a filed easement, and assets within newly constructed subdivisions up to the discharge of the detention pond.
- ▶ Structures falling within the City’s Extent of Service policy that drain to outfalls smaller than a specified diameter if identified as a source of recurring flooding by citizen or City personnel feedback.

All systems, including inlets, junctions, headwalls, culverts, and outfalls, are to be inventoried in a downstream to upstream approach. All structures located on publicly owned land, City-maintained right-of-way, DOT-maintained right-of-way, publicly accessible private property within the City limits will be inventoried, unless the structures outside City limits are necessary to establish connectivity between two areas within City limits. We will also identify and locate any capped/inactive lines that are known or discovered.

Our team will conduct the inventory with tablet devices to capture a preliminary location of each visible stormwater inlet structure. Attribute data as identified in the geodatabase schema will be populated to include structure/pipe material; ground elevation, top elevation, and invert elevations of all structures and pipes; condition assessment; and a unique identifier of the asset.

We will collect a survey-grade location using the North Carolina State Plane Coordinate System (Datum HAD 1983 (2011) State Plane North Carolina FIPS 3200 (US Feet)) for each structure, which will be surveyed from an established point of vertical control on the structure and the point of vertical control where the location was taken will be marked with spray paint. Measured depths for pipe inlets, outlets and box depths will be subtracted from the surveyed structure elevation to calculate invert elevations. Survey-grade GPS will be utilized where possible to collect structure locations. Structures that cannot be located via



GPS within the accuracy requirements will be located using conventional survey techniques. ESP will set up surveying data collection devices to collect the necessary features and prompts for necessary metadata. ESP uses Trimble R12i, R12, and R10 GNSS receivers, all are capable of sub-Centimeter Horizontal accuracy and 1-3 Centimeter accuracy on vertical. ESP can deploy GPR Crews to assist in finding blind junction boxes, buried structures, and Capped/inactive lines. ESP also has crawler and push rod style camera systems that can be used to verify connections.

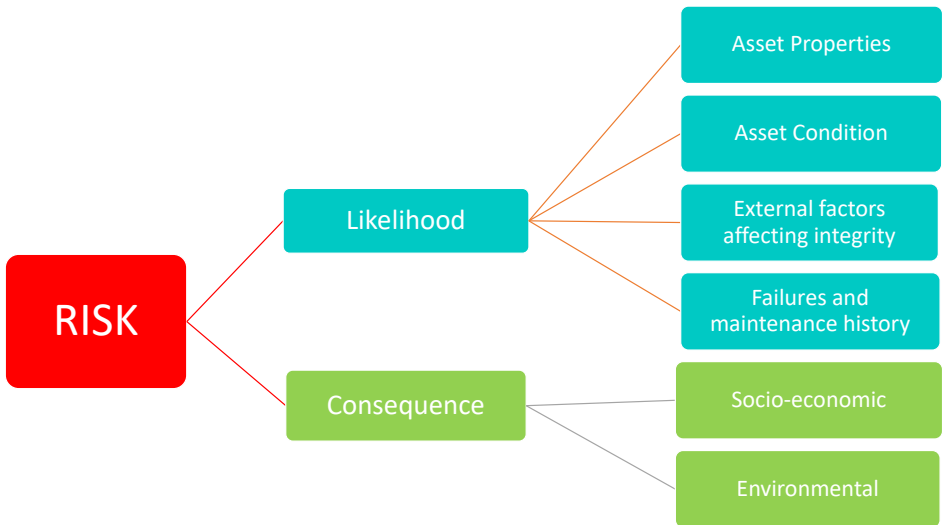
In an effort to develop a systematic numbering scheme for the City’s stormwater system, each structure inventoried will be given a Unique Identification Number. This number will be used to identify individual structures in all deliverables including digital data, hardcopy maps and difficult access reports. Additionally, any existing documentation relating to specific structures will be referenced or linked to inventory features by this number.

Any large-scale data collection effort requires standardized quality control measures. Specific quality control measures utilized during the inventory include the following:

- ▶ Inspection of GPS point quality at the time of observation;
- ▶ Review of existing data in comparison to the collected data including as-builts, DOT drainage information, and data available from historical surveys;
- ▶ Comparison of elevations from LiDAR topographic data to surveyed elevations;
- ▶ Utilization of data processing routines in ArcGIS that ensure system connectivity and flag items out of tolerance for review by the GIS analyst. We will use routines that identify mismatched pipe materials, reductions in pipe size and other anomalies in the dataset that should be reviewed by an analyst or engineer.
- ▶ Data can be hosted on our ArcGIS Online web service to allow the City staff to view and comment on the data collected at any time during the project or data can be uploaded to a City maintained ArcGIS Online account.

CONDITION ASSESSMENT

Comprehensive and reliable condition assessment data will be very important during the criticality and system resiliency analysis. Condition scoring and evaluation criteria will be developed prior to field work commencing to ensure consistency in the data collection procedures. The condition scoring criteria will focus on repeatability for evaluation throughout the City and future evaluations of the assets. The schema for condition assessment will be finalized at the start of the inventory and assessment phase. While we do not anticipate this condition assessment will require the level of detail typically associated with a NASSCO MACP and PACP inspection, our staff are certified in the latest NASSCO protocols and can provide the level of condition assessment that will best meet the City’s needs. Field investigation, GIS analysis, and reports from City staff will help to identify current and potential flooding hazards, and we will recommend mitigation solutions that consider the challenges inherent in a coastal environment, such as flat topography, high groundwater, and tidal influences. Following inventory and conditions assessment, analysis of future impacts from at-risk structures, increased burden on the system from future development, and opportunities for increasing resiliency in the system will be evaluated through criticality analysis.



Asset Condition Assessment

We propose a condition assessment protocol utilizing a standardized rating of structure condition based on structural and operations and maintenance defects. This condition assessment is not intended to identify every defect within a structure, but rather to classify the types of defects and their severity as it relates to the serviceability of the structure. Condition assessment on pipes will be conducted by way of a visual inspection of the ends of pipes that enter and exit structures. The intent of combining the pipe inspection with the structure condition assessment is to provide guidance on the pipes the City may need to revisit for full CCTV condition assessment. All structure condition assessment inspections will be conducted from ground elevation using visual inspection techniques. Pipes recessed within structures that cannot be viewed from the ground elevation will be noted as inaccessible.

Condition assessment will include field inspection of sites, assessment of current conditions of all accessible pipes and structures, and identification of recommended stormwater improvements and repairs. Scoring will consist of assigning an overall condition description to all individual assets. Assets needing immediate or imminent attention can be further evaluated using a more detailed approach such as CCTV and NASSCO scoring. The initial scoring approach is as follows:

- ▶ **Good** – Asset has no visible defects.
- ▶ **Fair** – Asset has minor defects, no maintenance needed at this time.
- ▶ **Poor** – Noticeable defects in asset that require maintenance or rehabilitation.
- ▶ **Severe** – Major defects in asset that require rehabilitation or replacement within the current planning period.

Two photographs of each structure will be taken and stored as an attachment in the geodatabase. Photos will include a surface photo showing the structure and the surrounding surface condition. A second photograph will be taken showing the inside configuration of the structure.

Open System Evaluation

To provide full system connectivity, the open system will need to be evaluated, mapped, and attributed. Defined creeks, streams, channels, and swales will be mapped, assessed, and attributed with dimensions, lining, and condition. In coastal communities, at times the open system will be less defined, but identifying flow paths will be critical for evaluating system capacity, and potential capital planning. The LIDAR topography can help identify depressional areas that may not be clearly visible. Furthermore, we will have our stormwater professionals evaluate drainage systems to determine connectivity as necessary. Where defined channels are not clear, a flow path feature class can be added to the inventory database to provide full connectivity.



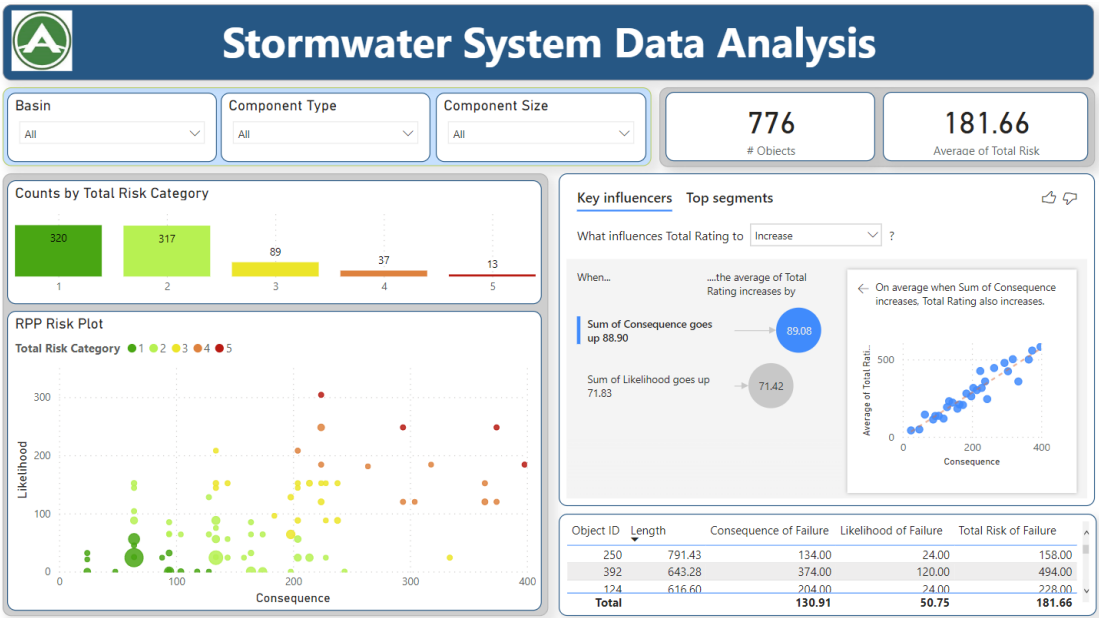
Opportunities for green, nature-based stormwater control measures (SCMs) throughout priority watersheds should be investigated. The types of projects include bioretention cells, bioswales, regenerative stormwater conveyance, wetland restoration/constructed wetland, and underground infiltration systems. These types of solutions can help provide pollutant reduction from stormwater runoff including potential bacteria sources from pet waste and animal sources. We have extensive experience incorporating green infrastructure projects into public projects of all kinds. We know proper planning and collaboration with other departments early on is key to successfully integrating green stormwater elements in projects like roadway/complete streets, parks, greenways, and other public site improvement projects. We're also highly skilled in creative grant funding strategies and can leverage funds to make sure green infrastructure components are not value-engineered out of the project.



CRITICALITY AND RESILIENCY ANALYSIS

Once asset inventory, condition assessment, and field investigation of known issues and project opportunities are complete, these data will be used to conduct a criticality analysis to score and prioritize hard infrastructure and nature-based solutions in a way that considers community impacts and benefits, social justice factors (more and more important to capture funding), protection of natural resources, failure risk, community resiliency, etc. A resiliency-focused plan considers consequence and likelihood of infrastructure failure based upon a more comprehensive lens than just pipe condition, age, and pipe size.

To determine the most appropriate risk factors and weighting scores, our team will meet with City staff to customize the analysis to City priorities and available data. Those assets with the highest criticality scores (high likelihood and consequence of failure) will be prioritized for further investigation and potentially project development. As noted above the preliminary criticality analysis can be completed at a watershed scale to prioritize the work areas for the condition assessment. Factors related to the likelihood of failure typically include age of infrastructure, pipe material, work orders, maintenance records, and slope. Factors related to the consequence of failure can include size, proximity to roadways, critical facilities, and structures.



CAPITAL IMPROVEMENT PLAN DEVELOPMENT

WK Dickson boasts a team of professionals who specialize in watershed analyses and have developed multiple methodologies with varying data sets and priority schemas. This team can bring a wealth of alternatives for consideration in the CIP prioritization approach. As an example, in Durham County, our team developed a prioritization matrix to focus on the four priorities of the County's stormwater program which include compliance, efficiency, resiliency, and environmental justice.

By developing an approach for prioritization of assets and projects early in the planning process, our team will be able to craft solutions that target the City's priorities. We will seek to create a tailored priority rating system to be objective, repeatable, and defensible. WK Dickson will lead the City through evaluation and selection of appropriate methodology. Typically factors such as public health and safety, property ownership, permitting requirements, water quality benefits, structure risk, utility conflicts, and constructability will factor into the overall CIP prioritization ranking.

Stormwater management cannot be confined to upsizing pipes and riprap channels, especially in communities like Southport with high quality waters and coastal protections. Innovative solutions for stormwater management must be considered that integrate water quantity management and reduction as well as water quality treatment, all while fitting into the context of the community.



Types of solutions

- ▶ Infrastructure improvements for culverts, pipe systems, and inlets including replacement and/or rehabilitation.
- ▶ Floodplain storage and stream reconnectivity.
- ▶ Multi-use facilities that incorporate recreation such as public parks, water quantity storage, and water quality treatment.
- ▶ Regenerative stormwater conveyance and daylighting of closed pipes for stormwater outfalls.
- ▶ Stream restoration and/or stream stabilization with reconnection to the floodplain. Modification of existing SCMs to enhance water quality and quantity benefits.
- ▶ Rehabilitation and maintenance of existing conveyance systems that are appropriately sized or in combination with upstream SCMs that reduce peak flows.
- ▶ Green infrastructure: green streets with bioretention bump-outs, bioswales, and other innovative techniques.

To develop a 10-year Capital Improvement Plan, we will review a complete suite of alternatives with the City to determine the most desirable project types and situational approaches to project development. Cost/benefit analysis will be developed using a ratio of the criticality, considering both likelihood and consequence of failure, to the planning level cost estimates. Our team will develop a Power BI dashboard to visualize the data in a dynamic, updatable format. The digital delivery of the Conceptual designs developed to mitigate identified problem areas will be broken into discrete project units which typically consider the following: potential for utility conflicts that may be cost prohibitive; traffic control; cost vs. benefit; constructability; easement requirements; permitting; potential for co-benefits; and downstream impacts. Based on several recent contractor bid tabs from capital stormwater design projects, WK Dickson has current

and relevant information to help generate detailed cost estimates and schedules for proposed improvements. In addition to the conceptual designs and cost analysis, our team is well suited to evaluate the integration of these concepts into other upcoming projects. CIP project development will also include planning for long-term maintenance needs of projects and for end-of-lifecycle replacement through tailored asset management strategies and best management practices.

LONG-TERM FUNDING STRATEGY

Availability of funding for design and implementation of infrastructure projects is a critical factor in a project’s viability. Grey infrastructure system upgrades are often hard to fund through grant funding sources and creative incorporation of green infrastructure is often necessary to make a project eligible. Understanding the needs facing our governmental clients, we focus on identifying a wide variety of funding opportunities and successfully leverage local resources to secure grants, low interest loans, and specialized niche funding. We will create a Strategic Funding Plan for the CIP that sets a clear path for design elements, funding initiatives, and schedule and seeks to maximize dollars with leveraged utility funds.

Our local North Carolina funding expert, Anita Robertson, previously led the North Carolina Clean Water SRF program at DWI. She and our Director of Strategic Funding and Regulatory Issues, Angie Mettlen, lead our team in providing funding coordination and administration throughout the life of the project, from bidding coordination to grant administration during the construction phase. With this, our team has the experience necessary to understand the requirements of these new and unprecedented federal funding programs.

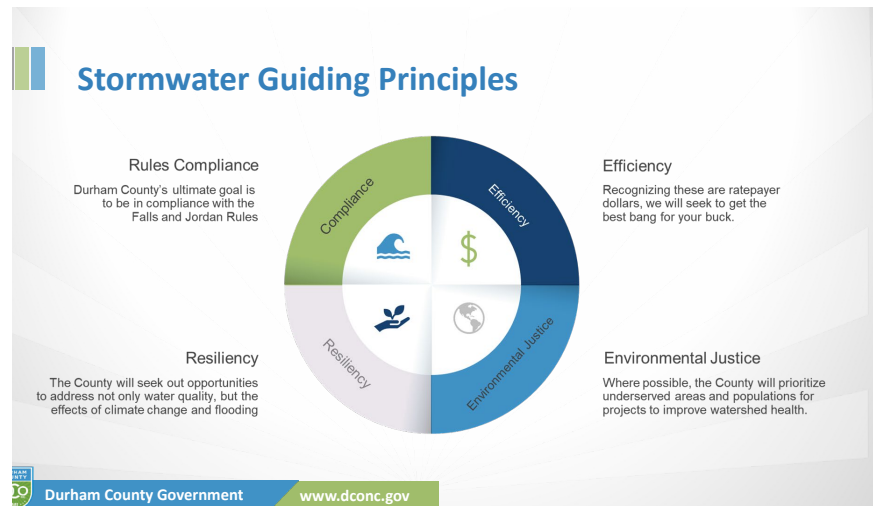
We have helped our clients obtain over \$180M from at least 20 different stormwater funding sources like Golden Leaf, EPA 319, and FEMA BRIC. Our NC clients, listed below, have received over \$12,700,000 in ARPA LASII funds.

- City of Asheville
- City of Albemarle
- City of Hendersonville
- City of Conover
- Town of Kernersville
- Town of Mooresville
- City of Burlington
- Durham County
- Wayne County
- Town of Surf City
- Town of Burgaw
- Town of Cerro Gordo
- Town of Tabor City

We have captured over **\$244 million** in federal ARPA funds alone in the last two years for our municipal clients across the Southeast. Specific to stormwater, we were successful in securing almost \$13 million in ARPA LASII funds for 13 North Carolina communities, of which 12 are soon to be or already are under contract to complete the planning and design work. As the master plan is developed, our team will be attentive to projects that are eligible for implementation grant funding and a variety of sources including state, federal, and non-traditional entities. With our decades of experience, we can ensure that you properly navigate the complex rules, deadlines, implementation constraints, and all the strings that come with grant funds. The ultimate goal will be to leverage planned funding from the local level to secure the maximum amount of grant dollars for projects.

COMPREHENSIVE STORMWATER PLANNING

These asset inventory, condition assessment, and capital planning efforts will create a strong framework to develop a Comprehensive Stormwater Master Plan around. As a next step, the City should consider system-wide master planning to bring together all critical stormwater components into a single, comprehensive roadmap. The Comprehensive Stormwater Master Plan will guide the City in program development, data management, operations and maintenance strategies, utility development, and capital project implementation. The Plan should support the City's overarching goals around Environmental Health, shown to the right. We also recommend watershed hydrologic and hydraulic modeling to identify current and future capacity issues and flooding hotspots and to further evaluate prioritized CIP projects and flood mitigation opportunities. Additionally, basin-level planning will allow the City to develop detailed master planning in high priority areas and invest in long-term solutions.



A HISTORY
OF SUCCESS

**ENR
SOUTHEAST
TOP 50
DESIGN FIRM**

98%

is WK Dickson's rate of client retention. When entrusted with a community's infrastructure, they want to work with us for many years to come.

94

is the number of years WK Dickson has been in continuous operation. You don't last that long in this business if you aren't doing great work.

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TAB B:

PROJECT EXPERIENCE

WK Dickson is a community infrastructure consulting firm specializing in the growth of communities since 1929.

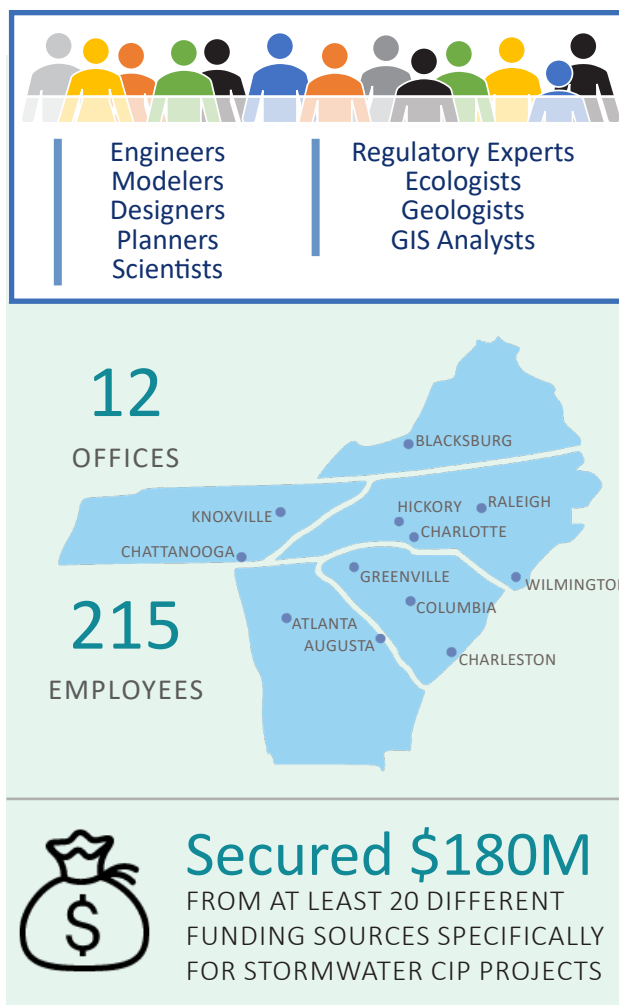
For 94 years, WK Dickson has been providing consulting services throughout the southeastern United States. We are an innovative, diversified organization of 215 professionals serving the total planning and design needs of clients in the public and private sectors. WK Dickson has built a reputation in the industry for superior client satisfaction, technical competence, innovation, and integrity.

Our expertise in developing effective community solutions is rooted in our long history of providing these essential infrastructure consulting services across the Southeast. We provide turnkey community solutions with services ranging from master planning and conceptual design through permitting, funding assistance, construction administration/observation and project closeout.

Watershed Services is a core practice within our organization centered on the art and science of urban stormwater management and ecological restoration to protect public safety, improve watershed functions and enhance the quality of life. For over 25 years, WK Dickson has been a leader in providing sound, responsible stormwater solutions across the Southeast and introducing innovation and sustainable practices to many of our clients. Proposed solutions are unique to the community and alternatives are carefully considered to best enable your decisions for the most cost-effective, community-sensitive solution to your needs.

Watershed Services Practice

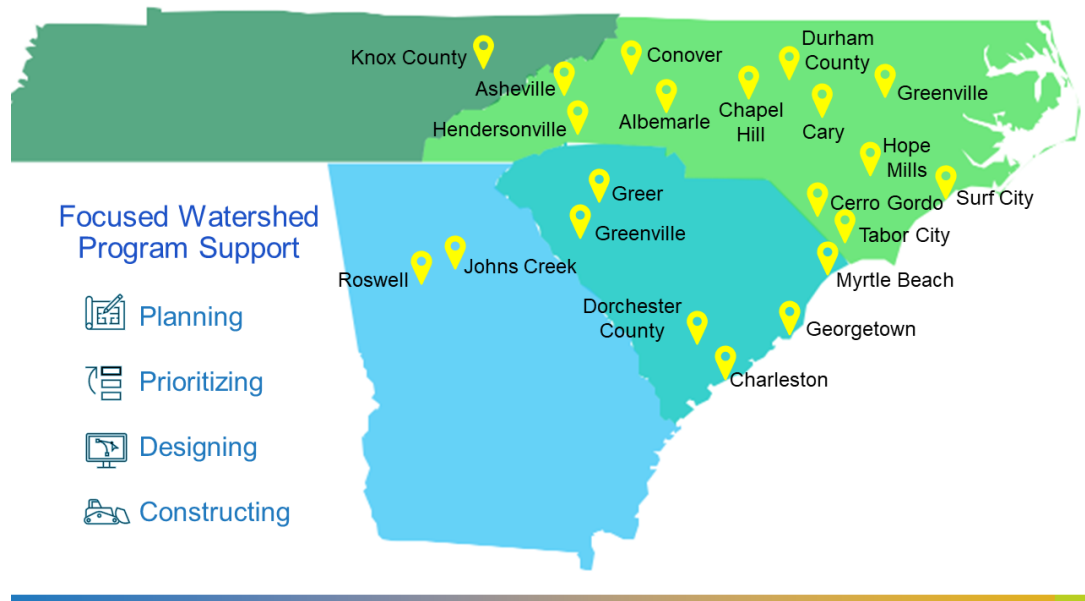
The WK Dickson team has worked with municipalities and counties throughout the southeast for the last 25 years implementing new and improved stormwater programs, developing utilities, and supporting communities in their long-range stormwater planning and design needs. Our team's expert consultants have guided many small local governments through program and utility development. Our unparalleled expertise in the disciplines that make up a successful implementation project differentiates us from other consultants: our expertise in civil engineering is supplemented with policy development, public and elected officials engagement, local government finance, advanced data analysis and software development, GIS analysis, and customer service processes.



TAB B: PROJECT EXPERIENCE

Within WK Dickson's stormwater practice, the stormwater master planning team is devoted to helping municipalities with a full range of stormwater management needs including programming, master planning, ordinance revisions, system modeling, CIP development and costing, GIS data management, asset criticality/resiliency and management, O & M best practices, grant funding, and utility planning and implementation. Spread across multiple offices, our integrated team, works seamlessly on stormwater and watershed plans throughout the Southeast. Through our broad experience we have developed an optimized approach for working with large and small municipalities to take their stormwater program to the next level, no matter the starting place. Our success is evident in the communities that we're currently working with. We meet the client where they are at; listen closely to their objectives, concerns, and long-term goals; and craft a tailored scope that results in an actionable, meaningful plan.

As community infrastructure consultants we are focused on a relationship, not a project. We take pride in providing master planning services to develop a community roadmap and then assisting to implement the developed plan. To the right, you will find a map of communities that we are actively serving in delivery of those services.



- ▶ Surf City, NC - Stormwater management plan, drainage studies, project development and implementation
- ▶ Cerro Gordo, NC - Stormwater study
- ▶ Hendersonville, NC - Stormwater program development, strategic asset management plan and citywide master planning for 7 sq miles
- ▶ Asheville, NC - Citywide Stormwater Programmatic and Level of Service recommendations
- ▶ Conover, NC - Stormwater asset inventory and assessment, grant assistance, CIP development
- ▶ Albemarle, NC - Stormwater program development, utility study, and citywide master planning for 17 sq miles
- ▶ Cary, NC - Pilot basin study, watershed plan, 2D model for capital prioritization and development control
- ▶ Chapel Hill, NC - Master planning for Booker Creek watershed (6 sq miles), project implementation
- ▶ Durham County, NC - Stormwater utility study and implementation, nutrient management strategy development
- ▶ Hope Mills, NC - Master planning, capital projects development and implementation
- ▶ Greenville, NC - Program manager for citywide watershed master plans with asset management, capital projects development and implementation, prioritization matrix
- ▶ Greer, SC - Basin prioritization, stormwater master plan, pilot basin study
- ▶ Georgetown, SC - 7 sq mile citywide master plan and capital plan, rate evaluation, project implementation
- ▶ Greenville, SC - Stormwater asset inventory, project implementation
- ▶ Myrtle Beach, SC - Citywide master plan, CIP development, wetland enhancement implementation project
- ▶ Johns Creek, GA - Stormwater master plan, CIP development, stream stabilization
- ▶ Roswell, GA - Big Creek Watershed update of 100 sq mi study, prioritized CIP
- ▶ Knox County, TN - Stormwater monitoring plan

Coastal experience includes:

Project Name, Location	Brief Description
Stormwater Master Plan, Caswell Beach, NC	The Town of Caswell Beach hired WK Dickson to perform a stormwater master plan and inventory of the existing drainage system. We identified flooding issues and recommended practices to assist the town with the water goals. Five pump stations were suggested and we proposed alternatives consisted of a new golf course pond, a series of stormwater pump stations throughout the Town, and up-sizing a series of culverts to prevent or reduce structural flooding. To address one of the Town's critical flooding areas, WK Dickson worked with the Town to design and implement a dune infiltration area.
Stormwater Feasibility Study, Surf City, NC	WK Dickson is working with the Town of Surf City to develop a comprehensive stormwater management plan and utility feasibility study. The plan will include asset inventory and evaluation of potential infrastructure solutions to reduce flooding risk. Concurrent with the stormwater management plan, our team is working with the Town to design, procure funding, and implement flooding solutions in high risk areas.
Stormwater Master Plan and Inventory, Georgetown, SC	The City retained WK Dickson to complete a Stormwater Management Plan as a strategic initiative to address flooding in flood-prone areas, protect property and the natural environment; and enhance water quality. The first phase of this work required a city-wide gap analysis to review the City's current GIS database and determine where field inventory would be needed to supplement missing information with field inventoried data. As flood mitigation was the primary concern, a detailed water quantity model for existing and future conditions was performed using EPA's stormwater management model (SWMM). More than ten critical drainage systems were analyzed within the model, with proposed improvement alternatives being developed for each. This analysis formed the basis of a decision matrix for capital investments for flood mitigation projects as well as operation and maintenance of its existing facilities. Recommendations included infrastructure improvements, structural and non-structural BMPs, preservation, restoration, critical area protection, public education and O&M procedures for its existing facilities. A comprehensive master plan was developed to guide phasing and implementation of the capital investments.
Stormwater Master Planning, Atlantic Beach, NC	WK Dickson performed a townwide GIS/GPS inventory of the stormwater drainage system, comprehensive stormwater master plan and water quality study. WK Dickson evaluated single event water quality samples, reviewed the townwide outfalls and made recommendations to the installation of water quality sampling stations island-wide. Ultimately the results of the water quality study will be used to obtain grant funding from the Clean Water Management Trust Fund as well as the EPA.
Stormwater Management Plan, Nags Head, NC	WK Dickson performed an island-wide GIS/GPS stormwater inventory, modeled the existing conditions of the stormwater drainage system, and proposed recommended improvements to mitigate flooding and improve water quality. Twenty-six capital projects were recommended with estimated construction costs totaling approximately \$6,300,000. Project components included vegetative conveyance and water quality best management practices (BMPs) to provide runoff treatment prior to discharging to the surrounding water bodies.
Stormwater Master Plan, Pender Memorial & Osgood Canal Stormwater Improvements, Burgaw, NC	WK Dickson developed a stormwater master plan to assist the Town in mitigating future flooding. The Town was experiencing severe flooding in numerous locations where the local drainage system was inadequate. The Town was awarded funding through Golden LEAF and DWR for the Pender Memorial Hospital and Osgood Canal Flooding Mitigation projects, which were identified in the Town Stormwater Master Plan prepared by WK Dickson as presenting the most flooding, drainage and safety concerns.
Ocean Drive Drainage Study Oak Island, NC	The Town experiences chronic and hazardous stormwater flooding on Ocean Drive and East Beach Drive. Moderate rainfall events lead to road flooding that reaches up to 6 inches deep. The study evaluated the feasibility of diverting floodwaters from four critical flooding areas on East Beach Drive and Ocean Drive between 74th and Womble streets to potential infiltration areas in the town. Scope included data collection and assessment, infiltration evaluation, feasibility evaluation, and grant/funding approach plan. WK Dickson assisted the Town with their application for FEMA BRIC funding.

STORMWATER MANAGEMENT PLAN | Albemarle, NC

As a result of ongoing flooding issues and aging infrastructure, the City of Albemarle hired WK Dickson to lead and facilitate the development of a comprehensive stormwater management program. Historically, the City of Albemarle provided reactive stormwater services in response to storm events. As part of this study, WK Dickson provided recommendations for a stormwater program and utility funding mechanism to move toward proactive stormwater management. WK Dickson evaluated the community's needs, including programmatic, operation and maintenance, and capital components, and the impact of those needs on the level of service and extent of service for the new stormwater program.



In addition to the programmatic recommendations, WK Dickson developed standard operating procedures (SOPs) for inventory collection, watershed planning, and data maintenance. The SOPs included a geodatabase schema for infrastructure inventory that would meet initial needs of the City as well as future implementation of an asset management program. As a first step in system assessment and development of the asset management program, a GIS risk-based approach identified areas of concern and helped prioritize limited resources.

After factors were identified for likelihood and consequence, our team evaluated a 2-square mile pilot watershed to develop the City's first infrastructure prioritization program. WK Dickson located and mapped approximately 700 stormwater features (assets) in GIS data set in the Melchor Branch watershed. The assets were evaluated utilizing GIS-based risk tools in ArcGIS 10.8 to begin the process of capital prioritization of stormwater infrastructure.

The most powerful part of this process is the iterative nature of the evaluation. Preliminary prioritizations are completed with initial data and once more detailed data is available, the process is easily repeated and updated. As hydraulic modeling for portions of the system is complete, the asset risk will be updated to account for factors such as capacity, level of service, and flood risk. This is a living process the City is adopting to develop long-term infrastructure maintenance and replacement strategies.

Currently, WK Dickson is completing asset inventory, condition assessment, and capital planning in the Little Long Creek watershed, which includes most of the downtown infrastructure. These asset inventory and watershed studies were funded in part by the Golden Leaf Foundation and the North Carolina Division of Water Infrastructure.

Owner/ Contact: City of Albemarle, Ross Holshouser, Director of Public Works, 704.984.9605, rholsouser@albemarlenc.gov

CITYWIDE WATERSHED MASTER PLAN | Myrtle Beach, SC

The City of Myrtle Beach selected WK Dickson to complete a citywide watershed master plan for the 23-sq. mile coastal community. Sustainable stormwater management is critical to maintaining the capacity and health of the City's natural resources while also ensuring the public safety of residents, tourists, and business owners. Identifying integrative stormwater solutions that provide flood mitigation while addressing the quality of stormwater runoff is a critical component of the master plan. The Withers Basin (3.19 sq. miles) was completed as a pilot study before expanding to a citywide effort. Phases 2 and 3 will complete the master plan.

As part of the development of the Citywide watershed master plan, WK Dickson prioritized watersheds based on various factors including recreational use, water quality, and repetitive flooding. Identification of projects and detailed analysis are focused based on watershed prioritization. When feasible, identifying integrative stormwater solutions that provide flood mitigation while addressing stormwater quality is a critical component of the planning process.

Individual watershed plans focus on identifying capital projects to reduce the severity, frequency, and duration of flooding and improve water quality specific to bacterial removal. As part of the watershed plans, the WK Dickson team is updating portions of the City's asset inventory to update outdated information and provide more detailed assessment of the assets, which provides a foundation for the infrastructure evaluation. In particular, the City is looking for solutions that integrate flood storage and drainage system improvements with water quality improvements.

As focus areas have been identified, systems are modeled utilizing EPA SWMM from a hydrologic and hydraulics standpoint and for water quality. Buildup and washoff parameters have been developed utilizing industry resources and validated with the City's water quality monitoring data to the extent practicable. This modeling effort is complemented by GIS spatial analysis to determine the intersection with other land use constraints or opportunities for additional project benefits.

The desire for integration results in much of the focus on identifying and developing natural systems solutions. Proposed projects include enhancing and creating stormwater wetlands, floodplain reconnection, green infrastructure, and stream enhancement. The final reports for each watershed are formatted to include the 9-step EPA 319 plan process to allow for potential funding for implementation.

WK Dickson is currently implementing one of the first projects from the master plan - the Broadway Wetlands project.

Owner/ Contact: City of Myrtle Beach, Janet Curry,
Public Works Director, 843.918.2021,
jcurry@cityofmyrtlebeach.com



PROGRAM MANAGEMENT AND STORMWATER MASTER PLAN | Greenville, NC

The City of Greenville, North Carolina, selected WK Dickson to lead a citywide Stormwater Master Plan for the 35-square mile municipality. The City chose WK Dickson to serve as the Program Manager for the planning effort due to our extensive master planning and inventory experience throughout the southeast. During the project's pilot phase, we worked closely with the City to develop Standard Operating Procedures (SOPs) for inventory and stormwater master planning.

As part of the Program Manager role, WK Dickson ensured that all contractors evaluated the drainage infrastructure in consistent manner, so that the final citywide CIP list best utilized the City's funds for maximum benefit. Each capital project was evaluated utilizing a prioritization matrix to quantitatively rate capital and maintenance projects for comparison purposes.



In addition to our Program Manager role, WK Dickson was also selected to complete inventory and master planning for four watersheds totaling approximately 15 square miles. The inventory component of these watershed plans included the location and attribution of approximately 5,000 structures organized in a geodatabase format developed by WK Dickson. Hydrologic and hydraulic modeling was completed for areas with known flooding and bank stability problems and areas with high growth potential that may cause future flooding or erosion issues. Based on the modeling results and input from City staff, capital projects were developed that included increasing the conveyance capacity of existing infrastructure, new infrastructure systems, bank stabilization, detention, and BMPs. Each capital project was evaluated utilizing a prioritization matrix to determine the most cost-beneficial projects and provide a ranked capital project list for implementation over a 20-year timeframe.

Throughout the project, WK Dickson incorporated cost-saving measures to the City to develop the plans and identify funding sources for project implementation. Cost savings measures include utilizing students from East Carolina University, teaming with local partners, incorporating existing data sources to reduce field data collection efforts, and focused modeling efforts on known flooding issues and expected hot spots from GIS data analysis. In addition, WK Dickson assisted the City in securing a 0% interest loan from the Clean Water State Revolving Fund for its highest priority capital flooding project by incorporating green infrastructure components into the proposed project

Owner/ Contact: City of Greenville, Lisa Kirby, PE, CFM, Director of Engineering, 252.329.4683, lkirby@greenvillenc.gov

TAB C:

PROJECT SCHEDULE

Task	2023		2024								
	N	D	J	F	M	A	M	J	J	A	S
Notice to Proceed: Project Kickoff											
Phase 1: November 2023 Deliverable: Technical memorandum with clarifying LOS and EOS with recommendations as appropriate											
Phase 2: December 2023 – March 2024 Deliverables: Database schema Asset inventory geodatabase Condition assessment Critical system list											
Phase 3 April 2024 – August 2024 Deliverables: Asset criticality results Asset maintenance prioritization for rehabilitation and/or replacement Capacity analysis of critical systems Conceptual construction cost estimates Prioritization ranking system Prioritized capital improvement plan Summary report and dashboard											
Phase 4 TBD based on specified scope											

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APPENDIX A:

KEY PERSONNEL RESUMES



TOM MURRAY, PE, CFM | Senior Project Manager

- Over 23 years of experience in guiding municipalities to proactively manage their stormwater infrastructure assets from the collection of data and assessment through planning, prioritization and construction.
- Extensive planning and utility assessment experience with multiple communities across the Southeast

Years Experience/ Years with WK Dickson

23 / 18

Licenses and Certifications

Professional Engineer - NC, SC
Certified Floodplain Manager

Education

MS, Civil Engineering, NC State University
BS, Environmental Science & Engineering, UNC Chapel Hill

Affiliations

American Public Works Association - North Carolina Chapter (APWA-NC) 2023 President Elect
North Carolina Association of Floodplain Managers

Tom has more than 23 years of experience specializing in developing watershed plans throughout the Southeast. The watershed plans Tom has managed have routinely included asset collection and inventory, stream assessment, hydrologic and hydraulic modeling, public outreach, water quality modeling, capital planning and prioritization, and illicit discharge detection. Tom's expertise with modeling software allows him to effectively develop planning documents to support the decision-making process for determining the most cost-effective alternatives to be implemented. Tom has also managed and prepared construction documents on various projects.

Tom previously served as the Program Manager for the City of Greenville, NC to develop Citywide Watershed Master Plans that include an ESRI-based inventory and condition assessment component and the development of capital projects and maintenance recommendations with a quantified prioritization matrix.

Similar Project Experience

Tom has served as project manager or senior engineer on the following projects:

- ▶ Stormwater Feasibility Study, Surf City, NC
- ▶ Citywide Watershed Master Plan, Myrtle Beach, SC
- ▶ Withers Basin Pilot Study, Myrtle Beach, SC
- ▶ Town of James Island Creek Basin Drainage Master Plan, SC Office of Resilience, James Island, SC
- ▶ Stormwater Management Plan Update, Nags Head, NC
- ▶ Stormwater Master Plan, Atlantic Beach, NC
- ▶ Stormwater Master Plan and Inventory, Georgetown, SC
- ▶ Stormwater Master Plan, Caswell Beach, NC
- ▶ Program Management and Stormwater Master Plan, Greenville, NC
- ▶ Stormwater Management Plan, Albemarle, NC
- ▶ Lower Booker Creek Subwatershed Study, Chapel Hill, NC
- ▶ Eastwood Lake Subwatershed Study, Chapel Hill, NC
- ▶ Cedar Fork Subwatershed Plan, Chapel Hill, NC
- ▶ Stormwater Utility Feasibility Study and Implementation, Durham County, NC
- ▶ Buckhead Creek Watershed Study and Design Improvements, Fayetteville, NC
- ▶ 5-Year Stormwater CIP Cost Update, Fayetteville, NC
- ▶ Big Creek Watershed Improvement Plan, Roswell, GA



LISA WELLS, PE, CFM | Director of Watershed Services

- Extensive public agency experience including CIP development and prioritization for municipal stormwater utility

Years Experience/ Years with WK Dickson

27 / 5

Licenses and Certifications

Professional Engineer - NC, SC
Certified Floodplain Manager -
SC #US-15-08503

Education

MS, Civil Engineering, Clemson
University
BS, Civil Engineering, Clemson
University

With more than 27 years of experience, Lisa brings a broad perspective and knowledge of public infrastructure and local government operations. Lisa's expertise includes stormwater utility and program management, capital planning and project management for gray and green infrastructure, asset management for stormwater systems and wastewater collection, watershed master planning, and collection system operations and project implementation. **Lisa's familiarity with municipal wastewater collection systems will ensure the City's stormwater plans can support and integrate with Southport's wastewater system priorities.**

Similar Project Experience

Lisa's experience includes the following projects:

- ▶ General Infrastructure Planning, Southport, NC
- ▶ Citywide Watershed Master Plan, Myrtle Beach, SC
- ▶ Asset Inventory and Assessment of Stormwater Infrastructure, Conover, NC
- ▶ Ocean Drive Drainage Study, Surf City, NC
- ▶ Comprehensive Stormwater Master Plan, Hendersonville, NC
- ▶ Stormwater Master Plan and Inventory, Georgetown, SC
- ▶ Stormwater Asset Inventory and Condition Assessment, Greenville, SC



CARTER HUBARD, PE | Client Services Manager

- Broad project management experience, with specific expertise in coastal and NCDOT regulatory and permitting requirements.

Years Experience/ Years with WK Dickson

28 / 22

Licenses and Certifications

Professional Engineer - NC
NASSCO Certified

Education

MS, Civil Engineering, Villanova
University
BS, Civil Engineering, Virginia
Military Institute

Carter serves as project manager for a diverse list of municipal clients. Over the past decade, Carter has managed dozens of projects within southeastern North Carolina, including numerous projects for the City of Southport. His experience and familiarity with Southport will prove valuable in developing a cohesive plan for Stormwater that complements the Town's other priorities and service needs. He has broad project management experience, with specific expertise in coastal and NCDOT regulatory and permitting requirements.

Similar Project Experience

Carter's experience includes the following projects:

- ▶ Surf City Stormwater Feasibility Study, Surf City, NC
- ▶ Stormwater Management & Dune Infiltration System, Caswell Beach, NC
- ▶ Ocean Drive Drainage Study, Oak Island, NC
- ▶ Stormwater Master Plan, Burgaw, NC
- ▶ Pender Memorial & Osgood Canal Stormwater Improvements, Burgaw, NC
- ▶ General Utility Infrastructure Planning, Southport, NC



Years Experience/ Years with WK Dickson

5 / 5

Licenses and Certifications

Professional Engineer - NC
NASSCO Certified

Education

BS, Environmental Engineering,
NC State University

DANIEL KHAN, PE | Project Engineer • Asset Inventory and Condition Assessment

- Local expertise in condition assessment

Danial is highly experienced in engineering design in support of data collection, route investigation, and hydraulic analysis. Since joining WK Dickson, he has proven himself to be a valuable asset in the development of design plans, profiles, technical specifications, and permitting packages. His experience includes expertise with AutoCad, Civil 3D, and ArcGIS. His experience includes hydraulic modeling, stormwater, water and sewer design, rehabilitation, and condition assessment.

Similar Project Experience

- ▶ Ocean Drive Drainage Study, Surf City, NC
- ▶ Walnut Creek Watershed Study, Cary, NC
- ▶ Eastwood Lake Subwatershed Study, Chapel Hill, NC
- ▶ Asset Inventory & Assessment, Elizabethtown, NC
- ▶ Limited Pump Station Evaluation, Southport, NC
- ▶ Sewer Line & Lift Station Replacement, Southport, NC
- ▶ Sewer Asset Assessment & Inventory, Sanford, NC



Years Experience/ Years with WK Dickson

25 / 18

Licenses and Certifications

Geographic Information System
Specialist
NASSCO Certified

Education

BS, Geography, University of
South Carolina

MICHAEL CAMERON, GISP | Technical Specialist • Asset Inventory and Condition Assessment

- Expertise in GIS applications, inventory, spatial analysis, and custom-build applications, data prioritization

Michael has more than 25 years of experience in local government and utility GIS applications. Michael has been involved in all aspects of numerous stormwater projects including inventory, condition assessment, master planning and regulatory compliance. He has developed several GIS extensions and routines using ESRI's ArcGIS platform specific for stormwater master planning and condition assessment efforts. He has also developed analysis tools for prioritizing extensive datasets to determine the likelihood and consequence of asset failure, which significantly increases operational efficiency. In addition, Michael has worked with clients to tailor data models to meet organizational standards, customize databases, collect data using a broad range of techniques, and integrate data into various applications.

Similar Project Experience

Michael's experience includes the following projects:

- ▶ Stormwater Management Plan, Albemarle, NC
- ▶ Withers Basin Pilot Study, Myrtle Beach, SC
- ▶ Booker Creek Subwatershed Studies, Chapel Hill, NC
- ▶ Stormwater Master Plan and Inventory, Georgetown, SC



Years Experience/ Years with WK Dickson

9 / 2

Education

MS, Environmental Science and Geography, Florida State University
BS, Geographic Information Science, Florida State University

SAVANNAH SILL | Senior GIS Analyst • Asset Inventory and Condition Assessment

- Expertise in database management and GIS analysis

Savannah is one of WK Dickson's Senior GIS Specialists. With over nine years of experience in the industry, her expertise is deeply rooted in environmental GIS and interior mapping. As an AutoCAD and ArcGIS expert, Savannah is highly skilled in asset management database administration and deployment, data curation, utility analysis and development, project coordination and management, client training, road mapping, COTS solutions, application deployment, and Enterprise systems engineering.

Similar Project Experience

- ▶ Citywide Watershed Master Plan, Myrtle Beach, SC
- ▶ Stormwater Asset Management Plan & Comprehensive Stormwater Master Plan, Hendersonville, NC
- ▶ Stormwater GAP Analysis, Greer, SC
- ▶ Stormwater Master Plan Update, Hope Mills, NC



Years Experience/ Years with WK Dickson

37 / 17

Licenses and Certifications

NASSCO Certified

Education

AAS, Telecommunications, Midlands Technical College
AAS, Electronics Engineering, Midlands Technical College

ANGELA NICHOLSON | Senior GIS Analyst • Asset Inventory and Condition Assessment

- Expertise in database management and GIS analysis

Angela has over 37 years experience working with AutoCAD and GIS products. She has worked with the U.S. Navy for the Charleston Naval Weapons Station Project, which entailed survey grade mapping to match GIS locations and create lease boundaries. She has also worked on numerous projects for stormwater management, environmental design, site design, surveying, utility design and location, water resources and wastewater design. Angela is responsible for CAD conversion and design, data analysis and geodatabase design and collection. She currently serves as a GIS Analyst on GIS/GPS inventory and mapping projects. Angela is a unique member of the WK Dickson GIS team due to her extensive background in engineering design and drafting. Her extensive knowledge of water, sewer, stormwater and transportation engineering combined with the GIS expertise provide a highly unique skill set for utility oriented clients.

Similar Project Experience

- ▶ Stormwater Management Plan, Albemarle, NC
- ▶ Cedar Fork Subwatershed Plan, Chapel Hill, NC
- ▶ Stormwater Inventory Data Migration, Chapel Hill, NC
- ▶ Stormwater Asset Inventory and Condition Assessment, Greenville, SC



Years Experience/ Years with WK Dickson

5 / 2

Education

BS, Biological and Agricultural
Engineering, NC State
University

DEVON WILCOX | Engineering Designer • Asset Inventory and Condition Assessment

- Local experience in GIS data analysis

Devon has experience on diverse civil projects related to stormwater management and design and stormwater infrastructure assessment. His experience includes hydrologic and hydraulic modeling, erosion and sediment control, and environmental fieldwork. In addition, Devon has utilized existing GIS data to perform watershed delineation and establish watershed boundaries.

Similar Project Experience

- ▶ Project Planning & Grant Application Assistance, Southport, NC
- ▶ Cemetery Remediation Project, Elizabethtown, NC
- ▶ McCumbers and 5th Street Water and Sewer Improvements, Cape Fear Public Utility Authority, Wilmington, NC



Years Experience/ Years with WK Dickson

20 / 5

Licenses and Certifications

Professional Engineer - NC

Education

MCE, Civil Engineering, NC
State University
BS, Natural Resources - Soil and
Water Systems, NC State
University

JENNIFER HEARD, PE | Senior Engineer • Modeling and System Evaluation

- Specializes in large scale master planning and modeling for grey and green assets
- Has developed project cost estimating tools and project prioritization scoring

Jennifer has over 20 years of experience in water resources, water supply, stormwater and related environmental engineering projects. She has been the project manager or lead project engineer for a range of stormwater planning projects including watershed assessment and modeling of grey and green systems, development of stormwater master plans and capital improvement programs for the Cities of Albemarle, Durham, Cary, Fayetteville and more. Her modeling software experience includes XP SWMM, SWMM, HEC-RAS, HEC-HMS, PC SWMM, WaterCAD, MODRET and SEEP2D.

Similar Project Experience

- ▶ Citywide Watershed Master Plan, Myrtle Beach, SC
- ▶ Withers Basin Pilot Study, Myrtle Beach, SC
- ▶ Town of James Island Creek Basin Drainage Master Plan, SC Office of Resilience, James Island, SC
- ▶ Cedar Fork Subwatershed Plan, Chapel Hill, NC
- ▶ Walnut Creek Watershed Study, Cary, NC
- ▶ Stormwater Master Plan and Inventory, Georgetown, SC
- ▶ Big Creek Watershed Improvement Plan, Roswell, GA
- ▶ Nutrient Management Strategy Development, Durham County, NC



EBONY HAGANS, PE, CFM | Senior Engineer •

Modeling and System Evaluation

- Skilled in customization of models and prioritization matrix utilizing large and varied datasets for all project types

With over 20 years of experience, Ebony has assisted with the development of models to support basin master plan studies, BMP design, stream restoration and capital improvement projects. She is accomplished with HEC series, SWMM, PCSWMM, Hydraflow suite and a variety of other desktop and GIS-based modeling tools. She routinely distills and integrates large GIS datasets into hydrologic and hydraulic platforms to develop existing and proposed conditions as well as to assess real world constructable flood mitigation alternatives. Her experience includes sizing stormwater treatment practices, performing hydrologic and hydraulic calculations, and performing field support for natural resource mapping using GPS.

Years Experience/ Years with WK Dickson

20 / 17

Licenses and Certifications

Professional Engineer - NC
Certified Floodplain Manager

Education

MS, Environmental
Engineering, UNC-CH
BS, Civil Engineering, Princeton
University

Similar Project Experience

- ▶ Stormwater Management Plan, Albemarle, NC
- ▶ Citywide Watershed Master Plan, Myrtle Beach, SC
- ▶ Booker Creek Subwatershed Studies, Chapel Hill, NC
- ▶ Withers Basin Pilot Study, Myrtle Beach, SC
- ▶ Stormwater Master Plan and Inventory, Georgetown, SC



BRENDAN BYRNE, PE, CFM, ENV SP | Senior Engineer •

Modeling and System Evaluation

- Proficiency with sophisticated hydrologic and hydraulic modeling software drives data-driven decisions

Brendan has nine years of experience in general civil engineering, floodplain management, stormwater detention modeling, floodplain mapping, drainage and detention design, channel maintenance, and master drainage planning. He has a vast knowledge of federal, state, and local regulations regarding stormwater and drainage design and has coordinated projects through approval with City and County governments and FEMA. He has extensive experience with hydrologic and hydraulic modeling software such as HEC-HMS, HEC-RAS (steady-state, unsteady-state, and 2D analyses), XPSTORM, PCSWMM, InfoWorks ICM, and HY-8, as well as in-depth experience with AutoCAD, AutoCAD Civil 3D, and ArcMap/GIS.

Years Experience/ Years with WK Dickson

9 / 2

Licenses and Certifications

Professional Engineer - NC, SC,
TX
Certified Floodplain Manager
Envision Sustainability
Professional

Education

BS, Civil Engineering, Cleveland
State University

Similar Project Experience

- ▶ Stormwater Management Plan, Albemarle, NC
- ▶ Citywide Watershed Master Plan, Myrtle Beach, SC
- ▶ Walnut Creek Watershed Study, Cary, NC
- ▶ King Street Storm Drain Rehabilitation, Elizabethtown, NC
- ▶ Hollings Road Drainage Project, Charleston County, SC
- ▶ Barberry Woods Drainage Project, Charleston, SC



Years Experience/ Years with WK Dickson

35 / 9

Licenses and Certifications

US Army Corps of Engineers
Certified Wetland
Delineator

Education

BS, Geology, University of
Alabama

MICHAEL ELLISON | Technical Specialist • Ecological and Environmental Services

- Nationally recognized expert on natural system assessment, restoration practice and mitigation policy

Michael has over 35 years of experience as a consultant and restoration contractor, providing natural systems analysis and restoration services to government agencies, private and institutional landowners, and nonprofits. He has completed over 50 urban stream improvement designs in NC, MD, VA, SC, and GA. He has also managed and performed over 200 miles of urban stream assessments to evaluate, prioritize and design solutions for degraded channels. A nationally recognized expert on 404 mitigation practice and policy, Ellison served as Director of the NCDEQ Division of Mitigation Services and regularly provides consulting services to support restoration program development and operations.

Similar Project Experience

- ▶ Johns Island Restoration Plan, Charleston, SC
- ▶ Carolina Shores Canal Assessment, Carolina Shores, NC
- ▶ Citywide Watershed Master Plan, Myrtle Beach, SC
- ▶ Broadway Wetlands and Streams Improvements, Myrtle Beach, SC
- ▶ Barberry Woods Drainage Project, Charleston, SC



Years Experience/ Years with WK Dickson

8 / 3

Licenses and Certifications

Professional Wetland Scientist
Surface Water ID Training and
Certification - NC

Education

Ms, Biology, East Carolina
University
BS, Marine Biology, College of
Charleston

DAN ZURLO, PWS | Senior Scientist • Ecological and Environmental Services

- Has mastered the art of documentation and permit preparation, ensuring seamless navigation through the complex terrain of regulatory processes

As one of our most effective permitting specialists, Dan has eight years of experience conducting environmental surveys, including wetland delineation, endangered species surveys, and fisheries sampling and assessment in Georgia, North Carolina, South Carolina, and Virginia. He has substantial experience in GIS mapping, documentation and permit preparation in support of numerous infrastructure and ecological restoration projects across the firm's entire geography. Dan has led and managed all aspects of 401/404 permitting for various public and private clients, including a number of municipal governments and other public agencies. He has performed profile and cross-sectional surveys and benthic macroinvertebrate assessments for restoration and stream assessment projects. Dan has also conducted protected species assessments.

Similar Project Experience

- ▶ Carolina Shores Canal Assessment, Carolina Shores, NC
- ▶ Broadway Wetlands and Streams Improvements, Myrtle Beach, SC
- ▶ Wetland Conversion of Upper Durant Lake, Raleigh, NC
- ▶ Johns Island Restoration Plan, Charleston, SC
- ▶ Barberry Woods Drainage Project, Charleston, SC



RACHAEL ANDERSON | Staff Scientist • **Ecological and Environmental Services**

- Expertise in stream and wetland assessment and 404/401 permitting

Rachael has six years of experience as an environmental scientist. She understands and applies applicable rules, regulations, policies, and procedures related to the biological sciences. She has knowledge of wildlife conservation and management principles, strategies, and regulations, as well as state and federal laws pertaining to threatened and endangered species. Rachael has drafted biological opinions for regulatory authorizations, including environmental resource permits, coastal construction control line permits, sovereign submerged land leases, joint coastal permits, and various management plans. In addition, her experience includes reviewing and commenting on highly technical environmental projects, including stormwater systems.

Years Experience/ Years with WK Dickson

6 / 1

Education

MS, Marine Biology, Nova
Southeastern University
BS, Biology, University of West
Georgia

Similar Project Experience

- ▶ Little Long Creek 2 Watershed Study, Albemarle, NC
- ▶ Wetland Conversion of Upper Durant Lake, Raleigh, NC
- ▶ Barberry Woods Drainage Project, Charleston, SC



MARC HORSTMAN, PE, PH, BC.WRE, CFM | Senior Engineer • **CIP Planning**

- Experience in modeling complex 1D and 2D hydrologic and hydraulic systems

Marc has 14 years of experience related to municipal stormwater infrastructure, including planning and design, hydraulic and hydrologic modeling, innovative and sustainable site design, and stormwater BMP design. His career expertise includes mathematically modeling complex hydrologic and hydraulic systems. He has also created mathematical models to evaluate water quality and Low Impact Development (LID) systems, including the WK Dickson's Regenerative Stormwater Conveyance (RSC) Surface/Sub-surface infiltration model. Marc's expertise includes planning and designing innovative water quality devices for CIP, LID and infrastructure upgrade projects. Marc has managed approximately \$40 Million worth of municipal infrastructure improvements, including several large infrastructure projects. Marc has also served as an advisor for the Nutrient Crediting Committee for the State of North Carolina's BMP minimal design criteria.

Years Experience/ Years with WK Dickson

14 / 12

Licenses and Certifications

Professional Engineer - NC, SC,
GA, TN
Professional Hydrologist
Board Certified Water
Resources Engineer
Certified Floodplain Manager

Education

MS, Environmental
Engineering, UNC- CH
BS, Civil Engineering, Princeton
University

Similar Project Experience

- ▶ Stormwater Feasibility Study, Surf City, NC
- ▶ South Shore Drive Dune Infiltration System, Surf City, NC
- ▶ Phase 3, NCRCC Program: Roadside Infiltration, Surf City, NC
- ▶ Caswell Beach Stormwater Management & Dune Infiltration System, Caswell Beach, NC
- ▶ Ocean Drive Drainage Study, Oak Island, NC
- ▶ Folly Beach Dune Infiltration System Study, Folly Beach, SC
- ▶ Barberry Woods Drainage Project, Charleston, SC



EARL BINGHAM, PE, GISP | Senior Engineer • CIP Planning

- Focused expertise in GIS, condition assessment and criticality

Earl has more than 13 years of experience developing and utilizing models for basin master plan studies for stormwater and wastewater systems, BMP design, flood studies, stream restoration and capital improvement projects. He routinely distills and integrates large GIS datasets into hydrologic and hydraulic platforms such as XPSWMM, HEC-RAS, HEC-HMS, EPA SWMM, Hydraflow Storm Sewers/Hydrographs/Express and TR-55. He has collected and managed data from the inventory of pipes, structures, and BMPs for the purpose of constructing detailed hydraulic models. Earl provides technical expertise in customizing website solutions and mobile GIS applications. His field experience includes inventory, BMP inspections, stream assessments, flow testing, CCTV, illicit discharge investigations, and outfall inspections.

Years Experience/ Years with WK Dickson

13 / 12

Licenses and Certifications

Professional Engineer - NC, SC,
GA

Geographic Information
Systems Professional
NASSCO Certified

Education

BS, Civil Engineering, NC State
University

Similar Project Experience

- ▶ Citywide Watershed Master Plan, Myrtle Beach, SC
- ▶ Stormwater Master Plan and Historic District Stormwater System Improvements, Georgetown, SC
- ▶ Ocean Drive Drainage Study, Oak Island, NC
- ▶ Edisto Drive Flood Study and Recommendations, Dorchester County, SC
- ▶ Johns Creek Stormwater Master Plan (Zone 3), Johns Creek, GA



ALEX ADEKOYA, PE | Senior Engineer • CIP Planning

- Focused expertise in GIS, condition assessment and criticality

Alex has over 17 years of experience in civil engineering with an emphasis on both municipal transportation and site infrastructure, stream restoration and private development. His site development expertise includes 3D grading, site design, drainage analysis, designing stormwater management facilities with a focus on incorporating green infrastructure techniques, trenchless sewer rehabilitation, site work calculations for large and small scale sites, and quantifying materials. He is also experienced with developing highway noise models, construction plan development and review, detailed specification writing, code and zoning review, cost estimating and with working closely with municipalities and authorities in the process of obtaining project approvals as well as construction administration assistance.

Years Experience/ Years with WK Dickson

17 / 6

Licenses and Certifications

Professional Engineer - NC

Education

BS, Civil Engineering
Technology, Rochester
Institute of Technology

Similar Project Experience

- ▶ Caswell Beach Stormwater Management & Dune Infiltration System, Caswell Beach, NC
- ▶ Neville Street Drainage Improvements, Fayetteville, NC
- ▶ King Street Storm Drain Rehabilitation, Elizabethtown, NC
- ▶ Dredging & Removal of Sediments from Canals, Tyrrell County, NC
- ▶ Cemetery Remediation Project, Elizabethtown, NC



JOE SWAIM, PE | Senior Engineer • CIP Planning

Years Experience/ Years with WK Dickson

15 / 1

Licenses and Certifications

Professional Engineer - NC, SC,
VA
NASSCO Certified

Education

BS, Civil Engineering, NC State
University

- In his previous role as a municipal stormwater engineer for the City of Charleston, Joe was responsible for the operation, maintenance, and reconfiguration of the City's stormwater pump stations.
- Joe has coastal construction and implementation experience.

Joe has more than 15 years of experience in practicing civil engineering and management in stormwater, water distribution, wastewater, and underground infrastructure rehabilitation. He recently joined WK Dickson after serving as a senior project manager for the City of Charleston. While with the City, he was responsible for initiating and managing multiple Capital Improvements projects for the City, including developing or overseeing basin studies and determining actionable items and potential capital projects. In addition to managing CIP projects, Joe managed and oversaw the City's first resiliency masterplan, The Johns Island Restoration Plan. The plan evaluated community vulnerability due to sea level rise and increased storm intensity. In addition, the plan evaluated impacts on social establishments, property, infrastructure, and the environment utilizing the hydrologic/hydraulic HEC-RAS model, public data sources, the City's GIS, and other risk data.

Similar Project Experience

- ▶ Surf City Stormwater Feasibility Study & NCRCCP PH 3: Roadside Stormwater Infiltration, Surf City, NC
- ▶ Barberry Woods Drainage Project, City of Charleston, SC.



ANGIE METTLEN | Director of Strategic Funding & Regulation

Years Experience/ Years with WK Dickson

31 / 16

Licenses and Certifications

NASSCO Certified

Education

BS, BioScience/Bioengineering,
Clemson University

- Angie has led our team in acquiring funding for numerous clients throughout the Southeast approaching \$1.3 Billion over the last decade alone.
- Angie has assisted our clients in the administration and management of these funds giving us a unique understanding of funding – from start to finish.

Angie brings over three decades of engineering, grant writing and administration, project management, and regulatory permitting experience throughout the Carolinas. She is an expert in regulatory and governmental issues regarding environmental quality and utility planning. Angie has assisted units of government throughout the Carolinas in securing grant and loan funds for a wide variety of infrastructure capital improvement projects. In this capacity, Angie has aided clients in the writing, preparation and administration of grants applications and the resulting funds.

Similar Project Experience

- ▶ Ocean Drive Drainage Study, Oak Island, NC
- ▶ Caswell Beach Road Stormwater Management & Dune Infiltration System, Caswell Beach, NC
- ▶ Surf City ARPA Stormwater Funding, City, NC
- ▶ Cerro Gordo Stormwater Assessment, Cerro Gordo, NC
- ▶ Barberry Woods Drainage Project, Charleston, SC.



ANITA ROBERTSON, PE | Senior Engineer • Strategic Funding

- Managed over \$764 million in municipal wastewater infrastructure projects funded through NCDEQ

Anita has over 22 years of progressive engineering and management experience, including process design, remediation engineering, municipal water and wastewater engineering, project management, state and local environmental permitting, state and federal funding program administration, and asset management. Prior to joining WK Dickson, Anita was the engineering supervisor of the wastewater project unit at the NC Department of Environmental Quality, Division of Water Infrastructure, State Revolving Fund Section where she was responsible for managing over \$764 million in municipal wastewater infrastructure projects funded through the division.

Years Experience/ Years with WK Dickson

22 / 2

Licenses and Certifications

Professional Engineer - NC
NASSCO Certified

Education

BS, Environmental Engineering,
California Polytechnic State
University

Similar Project Experience

- ▶ Ocean Drive Drainage Study, Oak Island, NC
- ▶ Stormwater Funding Support, North Topsail Beach, NC
- ▶ Stormwater Funding Support, Burgaw, NC
- ▶ ARPA Stormwater Funding, Surf City, NC
- ▶ Stormwater AIA Initial Grant Administration Assistance, Conover, NC
- ▶ Comprehensive Stormwater Master Plan, Hendersonville, NC
- ▶ Downtown Drainage Improvement Project, Rocky Mount, NC



RICHARD PINKHAM, PLS, CFS | ESP Survey Division Manager

- Over 30 years of experience in the civil engineering and surveying fields

Richard has been working in the civil engineering and surveying fields for 30 years. He has extensive survey experience in many facets of the surveying profession throughout public and private sectors. His responsibilities have encompassed projects ranging from federal land acquisitions to confined location of failing storm water systems and utilities. He has been in charge of a variety of projects including existing condition surveys, boundary surveys, ALTA/ACSM surveys, subdivision and recombination surveys, utility surveys both visible and subsurface, dam and bridge surveys to include construction layout, hydrographic surveys, roadway design surveys, wetland and environmental containment location, vacuum excavation, topographic surveys, geotechnical surveys, engineering support location and project base mapping. Richard has also managed various assignments for the CFPWA, correctional facilities, hospitals, municipal school districts, universities, churches, NCDOT, Department of Defense, Duke Energy, Dominion Power, TECO, airport authorities, and an array of governmental agencies at both state and levels.

Years Experience/ Years with ESP

30 / 18

Licenses and Certifications

Professional Land Surveyor -
NC
Certified Floodplain Surveyor
- NC

Education

Drafting & Engineering Design,
Cape Fear Community
College

Similar Project Experience

- ▶ Survey manager for over 40 projects for the Cape Fear Public Utility Authority, Wilmington, NC
- ▶ NCDOT L&S Survey and SUE On-call, Statewide, NC.



DONALD THOMAS, PLS, CFS | ESP Survey Project Manager

- Over 32 years of experience in the civil engineering and surveying fields

Donald is a licensed professional and has managed survey crews and supported civil engineering staff. Since joining ESP in 2016, he has worked on a broad range of areas including boundary and topographic surveys, ALTA/NSPS Land Title Surveys, closing/mortgage surveys, FEMA Elevation Certificates, construction staking. He is also proficient with Autodesk Civil 3D, Land Development Desktop, and Tripod Data Systems (TDS) data collection software.

Years Experience/ Years with ESP

22 / 7

Licenses and Certifications

Professional Land Surveyor -
NC, SC
Certified Floodplain Surveyor
- NC

Education

AS, Civil Engineering, Sumter
Area Community College

Similar Project Experience

- ▶ Cape Fear Public Utility Authority, Wilmington, NC. Survey manager or crew chief for various utility surveys in association with an open ended services agreement with Duke Energy since 2008.
- ▶ NCDOT Survey On-call, Statewide, NC. Survey Crew Chief for various surveys throughout North Carolina in association with an open-ended services agreement with NCDOT. Project assignments range from route / baseline surveys, hydrographic surveys, SUE, GPR, vacuum excavation, staking / heavy construction services, confined entry location, boundary surveys, environmental / Containment location, high definition scanning, existing condition location, PSD / ROW acquisition, control surveys, structure inventory, bridge location in a variety of environments.



KENNETH KNOTT, PLS, CFS | ESP Survey Project Manager

- Over 32 years of survey experience

Kenneth joined ESP in 2018, bringing 32 years of survey experience to the Wilmington team. He is responsible for overseeing projects, managing and scheduling survey crews, preparing proposals for upcoming projects, office computations, processing of field work, maintaining survey equipment and monthly invoices.

Years Experience/ Years with ESP

32 / 5

Licenses and Certifications

Professional Land Surveyor -
NC, VA
Certified Floodplain Surveyor
- NC

Education

Engineering Technical
Curriculum, Central Virginia
Community College

Similar Project Experience

- ▶ Cape Fear Public Utility Authority, Wilmington, NC. Survey project manager o for various utility surveys in association with an open ended services agreement with Duke Energy since 2008.
- ▶ NCDOT Survey On-call, Statewide, NC. Survey project manager for various surveys throughout North Carolina in association with an open-ended services agreement with NCDOT. Project assignments range from route / baseline surveys, hydrographic surveys, SUE, GPR, vacuum excavation, staking / heavy construction services, confined entry location, boundary surveys, environmental / containment location, high definition scanning, existing condition location, PSD / ROW acquisition, control surveys, structure inventory, bridge location in a variety of environments.



LISA WELLS, PE, CFM
Director of Watershed Services



CARTER HUBARD, PE
Client Services Manager



TOM MURRAY, PE, CFM
Project Manager

ASSET INVENTORY AND CONDITION ASSESSMENT

Michael Cameron, GISP
Savannah Sill
Angela Nicholson
Daniel Khan
Devon Wilcox

MODELING AND SYSTEM EVALUATION

Jennifer Heard, PE
Ebony Hagans, PE, CFM
Brendan Byrne, PE, CFM, ENV SP

ECOLOGICAL AND ENVIRONMENTAL SERVICES

Michael Ellison
Dan Zurlo, PWS
Rachael Anderson

CIP PLANNING

Marc Horstman, PE, PH, BC.WRE, CFM
Earl Bingham, PE, GISP
Alex Adekoya, PE
Joe Swaim, PE

STRATEGIC FUNDING TEAM

Angie Mettlen
Anita Robertson, PE

SURVEY AND INVENTORY • ESP ASSOCIATES

Richard Pinkham, PLS, CFS
Donald Thomas, PLS, CFS
Kenneth Knott, PLS, CFS

Organization Chart

As director of Watershed Services, Lisa Wells will use her previous experience as a municipal engineer managing a stormwater infrastructure program and a wastewater collection system to provide oversight AND insight into this project. Coupling that experience with similar work she has delivered to communities across the Southeast, she will shepherd the development and implementation of this project to ensure full alignment with the City's needs.

Carter Hubbard, who has served the City as advisor and consultant on multiple projects, will serve as the client manager for this project. His experience with the City, understanding of priorities of City staff and elected officials, and familiarity with the citizens as stakeholders, will provide a strong start for this project and facilitate a deep understanding of outcomes that will exceed the City's expectations.

Our project manager, Tom Murray, has extensive planning experience with multiple communities in NC and across the Southeast. He has a keen focus on creating customized road maps for communities that will be aligned to the City's needs and priorities. We know that the City of Southport is unique and Tom works to ensure that the investment of time, money, and other resources for this project will be maximized to serve the City now and into the future.

Tom is supported by a dedicated and experienced team of GIS professionals, engineers, designers, and scientists who will work collaboratively with the City to plan and execute the project.

We have also included ESP Associates as a subconsultant. As a trusted partner to WK Dickson, ESP will provide survey and inventory services.

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APPENDIX B:
PROFESSIONAL REFERENCES

Nothing demonstrates the proven performance of WK Dickson more than client satisfaction. Our team’s record of performance in meeting clients’ objectives is the cornerstone of our firm’s reputation. Here are some clients that we have served with similar services in the past.

We encourage you to contact them!



NAME: Ross Holshouser
Director of Public Works
AGENCY: City of Albemarle
ADDRESS: PO Box 190
Albemarle, NC 28002
PHONE: 704.984.9605
EMAIL: rholshouser@albemarlenc.gov

NAME: Beth Brown
Stormwater Administrator
AGENCY: Town of Hope Mills
ADDRESS: 5770 Rockfish Road
Hope Mills, NC 28348
PHONE: 910.429.3516
EMAIL: EABrown@townofhopemills.com

NAME: Lisa Kirby, PE, CFM
Director of Engineering
AGENCY: City of Greenville
ADDRESS: 1500 Beatty Street
Greenville, NC 27834
PHONE: 252.329.4683
EMAIL: lkirby@greenvillenc.gov

NAME: Kyle Breuer, AICP
Town Manager
AGENCY: Town of Surf City
ADDRESS: 201 Community Center Drive
Surf City, NC 28445
PHONE: 910.328.4131 ext. 100
EMAIL: kbreuer@surfcitync.gov

NAME: David Kelly
Town Manager
AGENCY: Town of Oak Island
ADDRESS: 4601 E. Oak Island Drive
Oak Island, NC 28465
PHONE: 910.201.8002
EMAIL: dkelly@ci.oak-island.nc.us

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UNIT PRICE INFORMATION

W.K. DICKSON & CO., INC.

2023 RATE SCHEDULE

LABOR

2023

Principal	\$263.00/hr.
Senior Consultant	\$242.00/hr.
Senior Project Manager	\$231.00/hr.
Senior Engineering Manager	\$231.00/hr.
Project Manager	\$200.00/hr.
Engineering Manager	\$200.00/hr.
Senior Project Engineer	\$179.00/hr.
Project Engineer	\$168.00/hr.
Senior Scientist	\$158.00/hr.
Scientist	\$144.00/hr.
Senior Planner	\$191.00/hr.
Planner	\$146.00/hr.
Senior Engineering Designer	\$152.00/hr.
Engineering Designer	\$139.00/hr.
Senior GIS Analyst	\$163.00/hr.
GIS Analyst	\$140.00/hr.
GIS Technician	\$118.00/hr.
Senior Construction Observer	\$140.00/hr.
Construction Observer	\$118.00/hr.
Project Administrator	\$86.00/hr.

EXPENSES

Reproductions	Cost
Mileage	IRS Rate
Telephone, Postage	Cost
Travel (Meals/Lodging)	Cost
Subconsultants	Cost + 10%

Note: The above rates are effective January 1, 2023. WK Dickson reserves the right to revise to reflect inflationary increases.

ESP Associates, Inc.
Technical Services
Fee Schedule

Surveying

Survey Crew	\$	150.00
Survey Crew - 1 Man	\$	105.00
Survey Crew - 2 Man	\$	150.00
Survey Crew - 3 Man	\$	195.00
Survey Crew - 4 Man	\$	235.00
Hydrographic Survey Crew (Small Vessel)	\$	230.00
Hydrographic Survey Crew (Large Vessel)	\$	260.00
Hydrographic Survey Vessel Captain	\$	170.00
Hydrographic Survey Tech I	\$	90.00
Hydrographic Survey Tech II	\$	105.00
Hydrographic Survey Tech III	\$	120.00
GPS Crew – GIS Mapping 2 Man	\$	140.00
GPS Crew – RTK 1 Man	\$	120.00
GPS Crew – RTK 2 Man	\$	145.00
GPS Technician I	\$	80.00
GPS Technician II	\$	95.00
GPS Technician III	\$	110.00
GPS Technician IV	\$	125.00
Field Manager	\$	115.00
Survey Technician I	\$	85.00
Survey Technician II	\$	100.00
Survey Technician III	\$	115.00
Survey Technician IV	\$	130.00
Senior Survey Technician	\$	145.00
Survey Project Manager I	\$	100.00
Survey Project Manager II	\$	110.00
Survey Project Manager III	\$	130.00
Survey Project Manager IV	\$	155.00
Project Surveyor I	\$	125.00
Project Surveyor II	\$	140.00
Project Surveyor III	\$	155.00
Senior Project Surveyor I	\$	160.00
Senior Project Surveyor II	\$	180.00
Managing Surveyor I	\$	165.00
Managing Surveyor II	\$	180.00
Managing Surveyor III	\$	190.00
Senior Managing Surveyor I	\$	195.00
Senior Managing Surveyor II	\$	225.00
Senior Managing Surveyor III	\$	245.00
Surveying Director I	\$	275.00
Surveying Director II	\$	290.00



CONTRACT FOR SERVICES

This contract ("Contract") for Stormwater Mapping and System Evaluation ("Project") by and between City of Southport, NC, hereinafter called the OWNER, and W.K. Dickson & Co., Inc., hereinafter called the CONSULTANT;

The parties hereto do mutually agree as follows:

1. Employment of CONSULTANT. The OWNER hereby engages the CONSULTANT and the CONSULTANT hereby agrees to perform the professional services hereinafter set forth.
2. Scope of Services. The CONSULTANT shall perform the services set forth in Attachment A, Scope of Services, which attachment is incorporated herein. Hereafter, these services may be referred to as the "Basic Services."
3. Additional Services. The CONSULTANT shall provide additional services, not specifically called for in Attachment A, Scope of Services, upon written authorization of the OWNER.
4. Time of Performance. The CONSULTANT will commence work on or as soon as practicable after the date of execution of this Contract and receipt of written Notice to Proceed. All work as set forth in the Scope of Services shall be completed as shown in the Project Schedule in Attachment A, assuming: (i) the timely submission of all required data and the scheduling of all meetings and reviews by the OWNER; (ii) no other impacts or delays caused by third parties, including the contractor(s) or its subcontractors; and (iii) no other delays beyond CONSULTANT's control.

If the OWNER requests modifications to the Scope of Services of the Project, or if CONSULTANT's services extend past the completion date in the Project Schedule through no fault of the CONSULTANT, the CONSULTANT shall be paid for the additional work as an additional service as set forth in Attachment B, Basis of Compensation, and CONSULTANT's time of performance shall be extended appropriately.

Except for construction administration services, CONSULTANT's services under this Contract, and each phase of services, if the Scope of Services is so divided, shall be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by the OWNER or (2) thirty days after the date when such submissions are delivered to the OWNER. For construction administration services, the services shall be considered complete at final completion of the Project.

5. Compensation. The CONSULTANT agrees to perform the services provided for in the Scope of Services, and the OWNER agrees to compensate the CONSULTANT for such services as set forth in Attachment B, Basis of Compensation, which attachment is incorporated herein. Compensation for additional services shall also be as set forth in Attachment B, Basis of Compensation.

Payment by the OWNER to the CONSULTANT shall be due and payable on the 25th day of the month following the date of the invoice. Payments not received by the CONSULTANT by the 30th day of the month following the date of the invoice shall be overdue. A service charge of one and one-half (1½) percent per month shall be added to all overdue amounts. OWNER agrees to pay CONSULTANT's cost of collection of all amounts due and unpaid including court costs and reasonable attorney fees. CONSULTANT shall not be bound by any provision wherein CONSULTANT waives any rights to a mechanic's lien, or any provision implying payment to CONSULTANT is contingent upon payment to OWNER by a third party. A failure by OWNER to pay CONSULTANT on a timely basis shall entitle CONSULTANT at its election, to stop work on the Project until such time as payment has been made, or upon seven days' notice and OWNER's failure to pay all amounts then due, to terminate this Contract. Such suspension or termination shall be deemed for cause.

6. Personnel. The CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract and that such personnel will be qualified to perform such services.
7. Subsurface Investigations. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test locations and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These unforeseen conditions are not the responsibility of the CONSULTANT, and CONSULTANT does not make any opinions or representations regarding, or assume any liability for, conditions outside the actual locations or areas tested, observed or explored.
8. CONSULTANT's Personnel at Construction Site. The periodic or occasional presence of CONSULTANT's personnel at the construction site, whether as onsite representatives or otherwise, does not make CONSULTANT or CONSULTANT's personnel in any way responsible for those duties that belong to OWNER and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work. CONSULTANT and CONSULTANT's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the CONSULTANT's own personnel.

The presence of CONSULTANT's personnel at a construction site is for the purpose of periodically checking the work for general conformity with the Contract Documents and the design concept as reflected in the Contract Documents. CONSULTANT is not required to and will not conduct construction testing or continuous inspections. CONSULTANT neither guarantees the performance

of the construction contractor nor assumes responsibility for construction contractor's failure to perform its work in accordance with the Contract Documents.

9. Responsibilities of the OWNER. It is agreed that the OWNER will have the following responsibilities under this Contract:
- a. Timely providing all information, data, reports, records, and maps to which the OWNER has access and which are needed by the CONSULTANT for the performance of the services provided for herein.
 - b. Providing assistance and cooperation for the CONSULTANT in obtaining any other needed material which the OWNER does not have in its possession.
 - c. Making available the services of the OWNER as may be necessary to obtain information as needed to perform the work program set forth in the Scope of Services.
 - d. Designating a single representative who will be authorized to make necessary decisions required on behalf of the OWNER and will serve to provide the necessary direction and coordination for the project.
 - e. Bearing all costs for permitting, reviewing, recording and advertising for the project, as well as any other cost not specifically included in Attachment A or B as a cost to be borne by the CONSULTANT.
 - f. Providing legal right of access to all affected private property for CONSULTANT to perform all necessary surveying, engineering and site visits.

All such OWNER responsibilities shall be conducted in a timely manner and without undue delay so as not to delay the CONSULTANT in the performance of its services. The CONSULTANT shall coordinate its services with those services provided by the OWNER and the OWNER's consultants. The CONSULTANT shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness and timeliness of services and information furnished by the OWNER and the OWNER's consultants. The CONSULTANT shall provide prompt written notice to the OWNER if the CONSULTANT becomes aware of any error, omission or inconsistency in such services or information.

10. Opinion of Probable Construction Costs. CONSULTANT's opinion of probable construction costs, if rendered as a service under this Contract, is based on assumed labor costs and approximate quantities of material and equipment, and therefore is of a conditional character. CONSULTANT cannot and does not guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the project may affect estimates. OWNER waives and releases CONSULTANT from any loss, liability or claim arising out of or in any way related to CONSULTANT's opinion of probable construction costs.

11. Ownership and Use of Work Products. Upon payment in full of all sums due to CONSULTANT, the OWNER shall own title to the latest versions of all reports, drawings and specifications, and other materials specifically required to be delivered under the terms of the Contract, including any and all intellectual property rights therein (collectively the "Deliverables"). The OWNER may use, transfer, copy and distribute the Deliverables without restriction or limitation, except as set forth herein.

- a. Retention of Rights by CONSULTANT. This conveyance shall not deprive the CONSULTANT of the right to retain electronic data or other reproducible copies of the Deliverables or the right to re-use details, forms, arrangements and compositions that are stock, standard or commonplace in the normal course of the CONSULTANT'S professional activities, including without limitation, other projects in which CONSULTANT is involved.
- b. Modification or Reuse Risk. Any modification or reuse of the Deliverables by the OWNER without the involvement of the CONSULTANT shall be at the sole risk of the OWNER, and OWNER releases CONSULTANT from any claims or causes of action related to any re-use of the Deliverables without the involvement of CONSULTANT. Before any re-use of the Deliverables by OWNER, OWNER shall remove CONSULTANT'S name from any title block and any seal, logo or other indications referring or relating to the CONSULTANT from the Deliverables. OWNER shall defend, indemnify and hold harmless the CONSULTANT, CONSULTANT'S subcontractors, agents, employees, officers, directors, owners and successors, or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of changes made in the Deliverables by anyone other than the CONSULTANT, or resulting from any re-use of the Deliverables without CONSULTANT'S involvement. This indemnification shall survive termination of this Contract. OWNER shall not make or allow any use of the Deliverables which is in violation of any statute, rule, regulation or code or which is in any way contrary to any law, regulation or licensing provision.
- c. No Sale. Under no circumstances shall the transfer of ownership of the Deliverables be deemed to be a sale by the CONSULTANT, and the CONSULTANT makes no warranties, express or implied, of merchantability or of fitness for a particular purpose.

12. Use of Electronic Media. Copies of documents that may be relied upon by OWNER are limited to (i) the printed copies (also known as hard copies) that are manually, signed or sealed by CONSULTANT; and (ii) electronic copies that bear CONSULTANT'S digital signature and seal. "Digital signature and seal" means a PKI-based method of associating a signer with a document in a recorded transaction (e.g., DocuSign DSA). Unsigned or unsealed documents, in any format, or other types of information furnished by CONSULTANT to OWNER such as text, data or graphics, are only for convenience of OWNER. Any conclusion or information obtained or derived from such unsigned and non-sealed electronic files will be at the user's sole risk. When transferring documents in electronic formats, CONSULTANT makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CONSULTANT at the beginning of this project.

13. Changes. The OWNER or the CONSULTANT may, from time to time, request modifications or changes in the Scope of Services. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation or time of performance, which are mutually agreed upon by and between the OWNER and the CONSULTANT, shall be incorporated in written amendments (Attachment C), and compensated as additional services as set forth in Attachment B.
14. Termination of Contract. This Contract may be terminated by either the OWNER or the CONSULTANT, with or without cause, upon 7 calendar days written notice. In the event of termination, the CONSULTANT shall be entitled to its fees and reimbursable expenses incurred prior to termination. In the event of a termination by OWNER for any reason or by CONSULTANT without cause, copies of all Deliverables shall, at the option of the OWNER, be made available to OWNER, provided CONSULTANT is paid in full for all services provided and expenses incurred through the date of termination and otherwise as provided for in Paragraph 11. If termination is by CONSULTANT for non-payment, no rights for ownership or continued use of the Deliverables shall inure to OWNER unless and until CONSULTANT is paid all amounts due.
15. Assignability. This Contract shall not be assigned or transferred by either the CONSULTANT or the OWNER without the prior written consent of the other. Notwithstanding the foregoing, however, the CONSULTANT shall not be prohibited from contracting with qualified sub-consultants or from assigning to a bank, trust company, or other financial institution any claims for compensation due, or to become due, without such prior written consent.
16. Insurance. CONSULTANT shall provide and maintain at a minimum the following coverage and limits during the life of the Contract:
- a. Statutory Workers Compensation Insurance, a minimum of \$500,000 or greater amount if required by the state(s) in which the work is to be performed.
 - b. Commercial General Liability Insurance, including coverage for premises and operations, products and completed operations, independent contractors, and contractual liability. Such insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 - c. Automobile Liability Insurance for all owned, hired and non-owned automobiles in the minimum amount of \$1,000,000 per occurrence.
 - d. Professional Liability Insurance of \$1,000,000 per claim and annual aggregate.
17. Indemnification. CONSULTANT and OWNER each agree to indemnify and hold the other harmless, and their respective officers, directors, employees, agents, owners and successors, from and against liability to third parties for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the negligent or willful acts or omissions of the indemnifying party or its employees, agents, officers, directors, owners or successors. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of CONSULTANT and OWNER, they shall be borne by each party in proportion to its negligence. This indemnification shall survive termination of this Contract.

18. Liability and Standard of Care. CONSULTANT shall perform services for OWNER using that degree of care and skill ordinarily exercised by consultants practicing in the same or similar locale as the Project, on projects of a similar scope and nature. CONSULTANT's liability to OWNER for any damages arising in any way out of performance or breach of this Contract or breach of CONSULTANT's standard of care, is limited to the net proceeds recoverable under CONSULTANT's Professional Liability Insurance policy identified in paragraph 16d, "net proceeds recoverable" being defined as the proceeds payable under the policy after deductions for expenses, attorney's fees or other claims paid under such policy. In no event shall either OWNER or CONSULTANT be entitled to consequential damages.

OWNER acknowledges that the CONSULTANT is a Corporation and agrees that any claim made by the OWNER arising out of any act or omission of any director, officer or employee of the CONSULTANT in the execution or performance of this Contract shall be made against the CONSULTANT and not against such director, officer, or employee and OWNER waives any claim against all of CONSULTANT's directors, shareholders, officers and employees.

19. Dispute Resolution. If a dispute greater than \$10,000 arises out of or relates to this Contract, or the breach thereof, and if this dispute cannot be settled through negotiation, the parties agree first, prior to litigation or any other form of dispute resolution, to try in good faith to settle the dispute by mediation. The parties shall first attempt to select a mutually acceptable mediator, and if the parties agree upon a mediator, the mediation shall be conducted in accordance with the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions, then in effect, or as the parties may otherwise agree. If the parties cannot agree upon a mediator, the selection of a mediator and the mediation process shall be conducted by the American Arbitration Association under its then current Construction Industry Arbitration Rules and Mediation Procedures. The venue for the mediation shall be in Charlotte, North Carolina, unless the parties otherwise agree.

20. Miscellaneous Provisions. The following miscellaneous provisions shall apply:

- a. This Contract shall be binding upon the successors and assigns of the parties.
- b. Interpretation and enforcement of this Contract shall be pursuant to the law of the State of North Carolina. Venue for any litigation under or related to this Contract shall be in the courts of Mecklenburg County, North Carolina.
- c. This Contract constitutes the entire contract between the parties, and it shall be modified or amended only in a writing signed by both parties.

IN WITNESS WHEREOF, the CONSULTANT and the OWNER have executed this Contract as of the date written below.

OWNER:

CITY OF SOUTHPORT, NC

By: _____

Name: _____

Title: _____

Date: _____

CONSULTANT:

W.K. DICKSON & CO., INC.

By: _____

Name: _____

Title: _____

Date: _____

INCLUDE this section only if contract is for a North Carolina public sector client

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

By: _____

Finance Officer

Date: _____

Address for giving notices:

Address for giving notices:

720 Corporate Center Drive

Raleigh, NC 27607

Designated Representative:

Name: _____

Title: _____

Phone: _____

E-mail: _____

Designated Representative:

Name: Tom Murray

Title: Program Manager

Phone: 919-782-0495

E-mail: tmurray@wkdickson.com

ATTACHMENT A

SCOPE OF SERVICES

STORMWATER MAPPING and SYSTEM EVALUATION

Project Description

The City of Southport, as shown in Exhibit A, encompasses approximately 4 square miles in area. A portion of the City located between Bethel Road and Sunny Point Road is currently undeveloped. This scope assumes no stormwater mapping and system evaluation in this portion of the City. The project is partially funded by the Golden Leaf Foundation. Project goals include developing a citywide inventory of the existing stormwater system, conducting a stormwater infrastructure condition assessment, stormwater modeling evaluation, and preparing a capital improvement plan focused on flood mitigation strategies.

1.0 Project Management

The CONSULTANT will manage the project in a manner to be responsive to the needs and schedule of the City of Southport (OWNER) and to assure the quality of the services. The project management and administration efforts will include, but not be limited to, the following items:

- Oversee the Project Team to ensure budget, schedule, and conformance to the project scope on a day-to-day basis.
- Provide a minimum of two project contacts for the OWNER so that, at any time, someone familiar with the project can be available to the OWNER if questions, comments, concerns, or other project needs arise. These points of contact will be Tom Murray as the Project Manager and Carter Hubbard.
- Ensure quality control throughout the life of the project.
- Perform project planning and formulation.
- Update the project schedule (formally) if during the life of the project a substantial deviation in the schedule occurs for any reason. All other minor schedule updates will occur in the monthly project reporting.
- Meet with the OWNER's Project Manager as appropriate throughout the life of the project via audio or video call and be available to answer project-related questions on a regular basis via phone calls and email.
- Prepare and submit via email a monthly progress report to update the project schedule, list milestones achieved, provide current status of each major task, support and document schedule changes, update project costs, and present any proposed changes to the schedule or budgets with justification. Monthly progress reports are due the 15th of each month, or the Friday before the

15th if the 15th falls on a weekend, for the previous month and shall approximately coincide with monthly project invoicing.

- Maintain a project cost accounting system throughout the life of the Project.
- Maintain a project filing system throughout the life of the Project to use for storage and retrieval of project documents.

All project final deliverables shall be certified as appropriate (signed, sealed, and dated) by a professional engineer and/or surveyor registered in the state of North Carolina. The CONSULTANT shall participate in project closeout and ensure it is completed on a timely basis.

Project Management is anticipated to occur on an ongoing basis throughout the entire project schedule.

2.0 Data Collection and Engineering Field Investigation

The CONSULTANT will compile available data and complete a field investigation. Digital data collection may include the following information:

- Brunswick County GIS.
- City of Southport GIS.
- North Carolina GIS.
- FEMA flood mapping and models.
- As-built data.
- Engineering and/or planning documents.

The field investigation will include but not necessarily be limited to the following:

- General location of stormwater features to develop work plan for Stormwater Mapping completed in Task 3.
- Identify highwater marks.
- Measure channel dimensions for hydraulic model.
- Verify land uses (visual).
- Estimate Manning's 'n' values .
- Verify watershed boundaries .
- Identify key hydraulic structures to be modeled .
- Identify problem area and map via GPS.

All GIS data collected will be compiled in geodatabase format.

3.0 Stormwater Mapping

The intent of this task is to capture the stormwater utility infrastructure within the project area as shown in Exhibit A. This task will be accomplished using Global Positioning Systems (GPS) as the primary means of data capture with conventional surveying used as needed. This task will be managed as a unit cost task and only the actual number of structures collected at the established unit rates will be billed. If the number of structures is less than estimated, then only that number of structures will be billed. CONSULTANT will not exceed the number of structures as established within the scope without written approval from the OWNER. CONSULTANT will bill for the additional structures at the approved billing rates for each structure type as noted in Table 1.

3.1 Inventory Specifications

The inventory data will be collected in accordance with the following guidelines:

- Elevations should meet the posted standards of the NC RTN network.
- All survey work shall be “Class A” surveying standard (21 NCAC 56.1608) and performed in compliance with the Standards of Practice for Land Surveying in North Carolina as defined for GIS surveys.
- The horizontal datum is NAD 83/2011.
- The coordinate system is State Plane North Carolina 3200.
- The vertical datum is NAVD 88.
- The unit of measurement is the US Survey Foot.
- OWNER will be responsible to notify property owners of work activities.

3.2 Stormwater Utility System Mapping

This project will emphasize the collection of the public stormwater drainage system. This will include systems that convey stormwater runoff from public streets or public property, including systems on public or private property that convey runoff originating from public streets or crossing private property. Private driveway pipes are excluded from the inventory unless they are 24” or greater in diameter. The systems, structures, and open channels to be included in the inventory shall be agreed upon with the City prior to field data collection and shall not exceed the quantities included in Table 1.

If, during the stormwater inventory, the field crews observe odors, sheens, or potential illicit discharges, CONSULTANT will notify the OWNER’s Project Manager within the same business day, if at all possible, but no later than 24 hours from the time of observation. Additionally, if field crews observe dry weather flows CONSULTANT will record the location of the dry weather flow and report it to the OWNER’s Project Manager within 24 hours from the time of observation.

3.2.1 Closed System Inventory

Survey grade GPS, as defined above, will be used to locate the x,y,z coordinates of each visible stormwater system structure. Stream/open channel and bridge surveys will be limited to those cases which are required to complete connectivity as determined by the hydraulic engineer from CONSULTANT and for modeling purposes.

Two photographs of each structure will be taken and stored as an attachment in the geodatabase. Photos will include a surface photo showing the structure and surrounding surface condition. A second photograph will be taken to show the inside configuration of the structure.

The attributes collected may include but are not limited to the following:

- Unique identification number
- Horizontal location
- Vertical location (structure)
- Street number
- Street name
- Street designation
- Structure type
- Structure size
- Structure material
- Structure age
- Structure condition
- Water quality (odor, sheen, dry weather flow, etc.)
- Obstruction percentage
- Obstruction type
- Pipe shape
- Pipe size
- Pipe invert elevation
- Pipe material
- Pipe end type (projecting from fill, flared end section etc.)
- Headwall type
- Headwall material
- Wingwall configuration (straight or mitered to slope)
- Wingwall angle
- Hyperlinked photo

A unit cost and a specific number structures to be taken have been estimated for budgetary purposes noted in Table 1.

3.2.2 Open Channel Inventory

If the CONSULTANT's hydraulic engineer determines that the in-channel area will be significant relative to modeling purposes, a seven-point cross section of the in-channel section will be field surveyed. The seven-point cross sections will be provided as lines and point data. Data will be transferred to the OWNER's channel database if schema allows. Twenty (20) cross sections are estimated to complete modeling of the open channel system to supplement FEMA data. Channel slopes will be estimated using bounding structures and cross section data.

A unit cost and a specific number of seven-point cross sections to be taken have been estimated for budgetary purposes noted in Table 1.

3.2.3 Open Channel Measurements

Constructed channels between two bounding structures (i.e., an inventoried pipe crossing or culvert crossing), will be measured with a tape (top width, bottom width, depth, and liner type) at one location between these bounding structures and incorporated into the inventory. Channel sections between bounding structures will be digitized from best available data and the information collected from the channel measurement will be inferred onto the digitized line as a representation of the entire channel length. If bounding structures do not exist, no channel measurements will be taken.

A unit cost and a specific number of channel measurements to be taken have been estimated for budgetary purposes noted in Table 1.

3.2.4 Bridge Inventory

There are two bridges located along Dutchman's Creek documented in the FEMA study. FEMA data will be used for these bridges and incorporated into the GIS database. No bridge surveys are included as part of this scope of services.

3.3 Difficult Access (DA) Structures

There will be some structures that cannot be accessed in the field for various reasons. These could be sedimentation, debris, covered or paved structure lids and access problems. CONSULTANT will make reasonable attempt to access the structures. If this is not possible, CONSULTANT will provide OWNER an inventory list with locations of inaccessible structures. If the OWNER makes the structure accessible and it is critical to the modeling effort, then the CONSULTANT will re-visit the structure and collect the missing attributes. These structures will be invoiced twice, once for the initial visit and again for the second.

3.4 Digital Development System Connectivity

CONSULTANT will utilize ESRI ArcGIS software to compile a GIS representation of the underground stormwater utility system. CONSULTANT will identify, organize, and import relevant background files to supplement the project field data and assist with establishing system connectivity, to include snapping the new features to the appropriate point or line. Linear features will show direction from upstream to downstream flow path. System wide connectivity shall be provided to the extent possible for the areas and structures to be included in the inventory. The CONSULTANT will provide the Owner with access to the most current mapping during inventory through an ArcGIS Online Map.

3.5 OWNER Redline Review Process

Hard copy maps will be submitted to the Owner for redline review. The CONSULTANT will meet with the Owner to review redlines of the hard copy maps. One (1) meeting is anticipated for this task. The CONSULTANT will edit the GIS layer to reflect any changes based on redlines from the Owner.

TABLE 1. Stormwater Mapping Unit Rates and Estimated Structure Count

STRUCTURE TYPE	UNIT RATE	ESTIMATED STRUCTURES
Closed System Structures (manholes, catch basins, outfalls, etc.)	\$150.00	900
Open System Channel Cross-Section (seven-point)	\$75.00	20
Open System Channel Measurements	\$100.00	100
Pipe Scanning	\$150.00	90

4.0 Condition Assessment

CONSULTANT will complete a criticality assessment utilizing the surveyed inventory data to identify the areas with the highest likelihood and consequence of failure.

4.1 Rating System Review

The CONSULTANT will develop and utilize a rating system with review from the OWNER using the initial approach of Good (no visible defects), Fair (minor defects, no maintenance needed at this time), Poor (noticeable defects requiring maintenance or rehabilitation), and Severe (major defects requiring rehabilitation or replacement). Each asset will be evaluated during the Stormwater Mapping (Task 3) to determine its initial evaluation.

4.2 Criticality and Resiliency Analysis

Asset inventory data, condition assessment, and field investigation information will be used to conduct a criticality and resiliency analysis to score and prioritize hard infrastructure and nature-based solutions. The CONSULTANT will meet with City staff to customize risk factors and weighting scores. Criticality will be evaluated based on the likelihood of asset failure and the consequence of asset failure.

4.3 Prioritized Operations and Maintenance (O&M) Program

Based on the results of the Criticality and Resiliency Analysis, the CONSULTANT will develop a prioritized maintenance program based on the assets with the highest criticality scores. The CONSULTANT will identify additional data needs that can be used to increase the reliability of the program results in the future as more data becomes available. Assets with high criticality will be evaluated for more detailed condition assessment.

4.4 Pipe Scanning

For assets rated as poor or severe, the CONSULTANT will develop recommendations for evaluation utilizing a Block 360 micro scanner to deliver a LiDAR point cloud of the pipe which can cost effectively identify blockages and deformed or collapsed pipe. Unit rates for the pipe scanning are provided in Table 1 above.

5.0 Hydrologic and Hydraulic Modeling

5.1 Hydrologic Modeling

The CONSULTANT will utilize HEC-RAS 2D, HEC-HMS, or PCSWMM 2D to develop the hydrologic characteristics and peak flows for the systems selected for capacity analysis. Subwatersheds will be delineated as appropriate and shall typically range in size between 20 and 200 acres. Subwatershed divides will occur at significant hydrologic features such as culvert crossings, confluences, and detention facilities. Watershed characteristics will be identified for each subwatershed in a manner consistent with the NRCS (TR-55) and proposed land uses will be developed from land use information provided by the OWNER. Hydrologic parameters will include: subwatershed area, existing land use, future land use, curve number, time of concentration, NRCS soil types, significant detention storage areas, directly connected impervious area, and channel routing characteristics. The CONSULTANT will evaluate the 2-, 10-, 25-, 50-, and 100-year 24-hour events as part of the modeling efforts. Existing and future land use will be evaluated for the watershed.

5.2 Hydraulic Modeling

Hydraulic modeling will be completed for systems identified for detailed capacity analysis. Systems selected for capacity analysis will be determined as follows:

- Historical floodprone areas identified by City staff;
- Systems with bottlenecks identified as part of the Stormwater Mapping in Task 3. These areas are where the downstream capacity is less than the upstream capacity;
- Systems that may be undersized based on drainage area and other system characteristics. A desktop analysis will be completed utilizing topography, land use, and the stormwater mapping to identify systems that may be undersized.

The total length of hydraulic modeling to be completed as part of this evaluation is approximately 30,000 LF. HEC-RAS will be the hydraulic model utilized for open systems and PCSWMM will be the hydraulic model utilized for closed and/or hybrid systems. The models will be used to determine hydraulic profiles for the modeled storm events. The effective FEMA model will be utilized to the extent possible to establish and/or check calculated starting water surface elevations, provide a point of verification for model results, and provide hydraulic input data as applicable.

5.3 Model Validation

Stormwater models will be validated utilizing high water marks, regression equations and USGS gauges (if available), recent floodplain mapping efforts performed by the State, and USGS Regional Relations developed for peak discharges, as well as other pertinent data provided by the city staff or the public. All validation efforts will be documented and reported to the OWNER. Upon completion of the validation process, runoff hydrographs will be computed with results being presented to the OWNER for their approval prior to beginning any hydraulic modeling.

6.0 Capital Improvement Plan

6.1 Alternative Development

Based upon the modeling results, portions of the storm drainage system not meeting established design standards will be identified and prioritized for possible improvements. City Staff input will be cross-referenced to the model results to determine problems that may have been misidentified, that should be classified as maintenance or nuisance issues, or that may not qualify for service under the established project guidelines.

Once the problem areas have been identified, improvement options will be considered that may include:

- Upgrade of the entire drainage system to meet established design criteria,
- Upgrade of portions of the drainage system to lesser design standards,
- Use of integrative stormwater management practices for water quantity control, and
- Alternative alignments and materials to minimize construction cost and impacts to private property, transportation systems, and other existing infrastructure.

When possible, atypical and innovative solutions will be considered to reduce cost and provide solutions that optimize the drainage system's capacity/functionality and long-term condition while balancing the important issues of neighborhood aesthetics and public relations. Performance standards for the recommended stormwater system improvements under existing land use conditions will be evaluated. The function of the recommended improvements under potential future build-out conditions based upon available zoning will also be considered.

6.2 Evaluate Capital Construction Costs

Capital Improvements will be recommended, and a budget (planning level) cost analysis will be computed using recent bid tab information of similar projects and input on the local bid climate from OWNER. Budget costs for improvements shall include, at a minimum, installation of the following elements: storm drainage improvements, channel restoration and stabilization materials, grading, necessary street improvements, water and sewer utility relocations (if the utility is located within a specific utility easement instead of the public right-of-way), erosion and sediment control measures, traffic control measures, permitting, miscellaneous items (e.g., fencing, walls), environmental mitigation costs, and easement acquisition estimates.

6.3 Prioritize Projects

The CONSULTANT will work with City staff to develop a prioritization matrix to rank the recommended projects based on factors such as, public safety, level of service, flood reduction benefits, water quality improvements, capital costs, private property impacts, permitting requirements, and funding availability.

6.4 Strategic Funding Plan

The CONSULTANT will develop a Strategic Funding Plan for the capital improvement plan that identifies funding initiatives based on project design elements and schedule. The funding plan will be incorporated into the Capital Improvement Plan Report.

6.5 Draft Capital Improvement Plan Report

The draft report will include an executive summary as well as supporting documentation for all the recommended projects. Permitting requirements for each proposed project will be summarized including the expected permits required, potential mitigation requirements, and summarization of any discussions with representatives from regulatory agencies. The CONSULTANT will submit three (3) hard copies and an electronic copy of the Draft report to the OWNER for review.

6.6 Final Capital Improvement Plan Report

The CONSULTANT will incorporate City staff comments into a final planning report for the watershed. A Power BI dashboard will be developed and delivered with the Final report to visualize the data in a dynamic and updatable format. Two (2) hard copies and an electronic copy of the Final report will be submitted to the OWNER as the final deliverable.

Deliverables

Table 2. Southport Stormwater Mapping and System Evaluation Deliverables

SCOPE ITEM NUMBER	SCOPE ITEM TASK DESCRIPTION	DELIVERABLE(S)
1.0	Project Management	• Monthly progress reports.
2.0	Data Collection and Engineering Field	• Field Investigation
3.0	Stormwater Mapping	• Stormwater Inventory infrastructure geodatabase • Cross section data in GIS format. • Hard copy maps of collected inventory.
4.0	Condition Assessment	• GIS layer with criticality. • GIS layer with proposed maintenance list.
5.0	Hydrologic and Hydraulic Modeling	• Digital hydrologic and hydraulic models • Documentation of model input and results

SCOPE ITEM NUMBER	SCOPE ITEM TASK DESCRIPTION	DELIVERABLE(S)
6.0	Capital Improvement Plan	• GIS concept figures for proposed projects. • Ranked capital projects list. • Capital Improvement Plan in hard copy and digital format, including summaries of each proposed project with descriptions of benefits and capital cost estimates. • Strategic Funding Plan

Schedule

Table 3. Southport Stormwater Mapping and System Evaluation Schedule

SCOPE ITEM NUMBER	SCOPE ITEM TASK DESCRIPTION	SCHEDULE
1.0	Project Management	12 months from NTP
2.0	Data Collection and Engineering Field Investigation	2 months from NTP
3.0	Stormwater Mapping	4 months from NTP
4.0	Condition Assessment	5 months from NTP
5.0	Hydrologic and Hydraulic Modeling	7 months from NTP
6.0	Capital Improvement Plan	10 months from NTP

Specified Additional Services

Specified additional services are services not specifically requested in the RFQ, but are sometimes included in similar projects.

7.0 Stream Assessment

The CONSULTANT will complete a stream assessment and photolog of Cottage Creek, Bonnetts Creek, Price Creek, and Dutchman Creek and primary tributaries to collect data required for the geomorphic stream assessment. The stream assessment will evaluate stability, habitat, restoration potential, riparian buffer condition, and identify potential sources of water quality contamination. No water quality sampling would be included in this effort.

The total length of stream walk will be limited to 30,000 linear feet located within City limits or City ETJ, not including City zoned Open Space (OS) area except where agreed upon by CONSULTANT and OWNER. The summary of findings for the stream walk will be provided to the OWNER in a Stream

Assessment Report and will be included in the Final Capital Improvement Plan. Stream stabilization and riparian restoration projects identified during this assessment will be included in the Capital Improvement Plan.

8.0 Pilot Study Public Outreach

8.1 Public Feedback and Questionnaire

A questionnaire will be developed and distributed to solicit feedback on flooding issues, and water quality and erosion concerns.

- Develop a questionnaire and revise based on OWNER feedback. Methods to distribute the questionnaire will include an online survey instrument, direct mail, and email, coordination with homeowner associations, community and faith-based organizations, and hard copy distribution at public locations.
- Mail questionnaires.
- Tabulate the questionnaire responses in a geodatabase format using the respondent's address for geocoding.
- Present results of the questionnaire in tabular format and illustrated and color coded on a subwatershed map.

8.2 Public Meetings and Stakeholder Meetings

CONSULTANT will prepare for and attend the following meetings:

- Two (2) public meetings for the general public.

Activities for the public meetings include the following:

- Initiate notification at a minimum two weeks in advance of scheduled meetings (flyers, media, other).
- Produce three (3) GIS exhibits per meeting that may include subwatershed boundaries, structure inventory, streams, floodplains, and proposed improvements.
- Prepare 20-30 minute PowerPoint presentation.
- Prepare sign-in sheets and comment forms.
- Facilitate meeting to solicit input and help answer technical questions.
- Prepare meeting minutes.
- Up to three break-out stations will be provided.
- Up to three team members familiar with the project will be provided at each meeting.

9.0 Grant Administration

The CONSULTANT will provide grant administration services for the Golden Leaf Foundation grant to include monthly reporting, maintenance of the GLF workbook, and providing required information on the GLF online portal.

10.0 Unspecified Additional Services

All services not specifically included above are excluded from the scope of services. Additional services can be negotiated at the CONSULTANT's standard hourly rates. Services not included in the scope of services included but are not limited to the following:

- Structure mapping and survey in addition to the units shown in Table 1.
- CCTV and NASSCO ratings.
- FEMA model updates.
- FEMA mapping.
- Best Management Practice and/or Stormwater Control Measure mapping.
- Hydraulic modeling greater than length specified in Task 5.2.
- Funding applications.

ATTACHMENT B

BASIS OF COMPENSATION

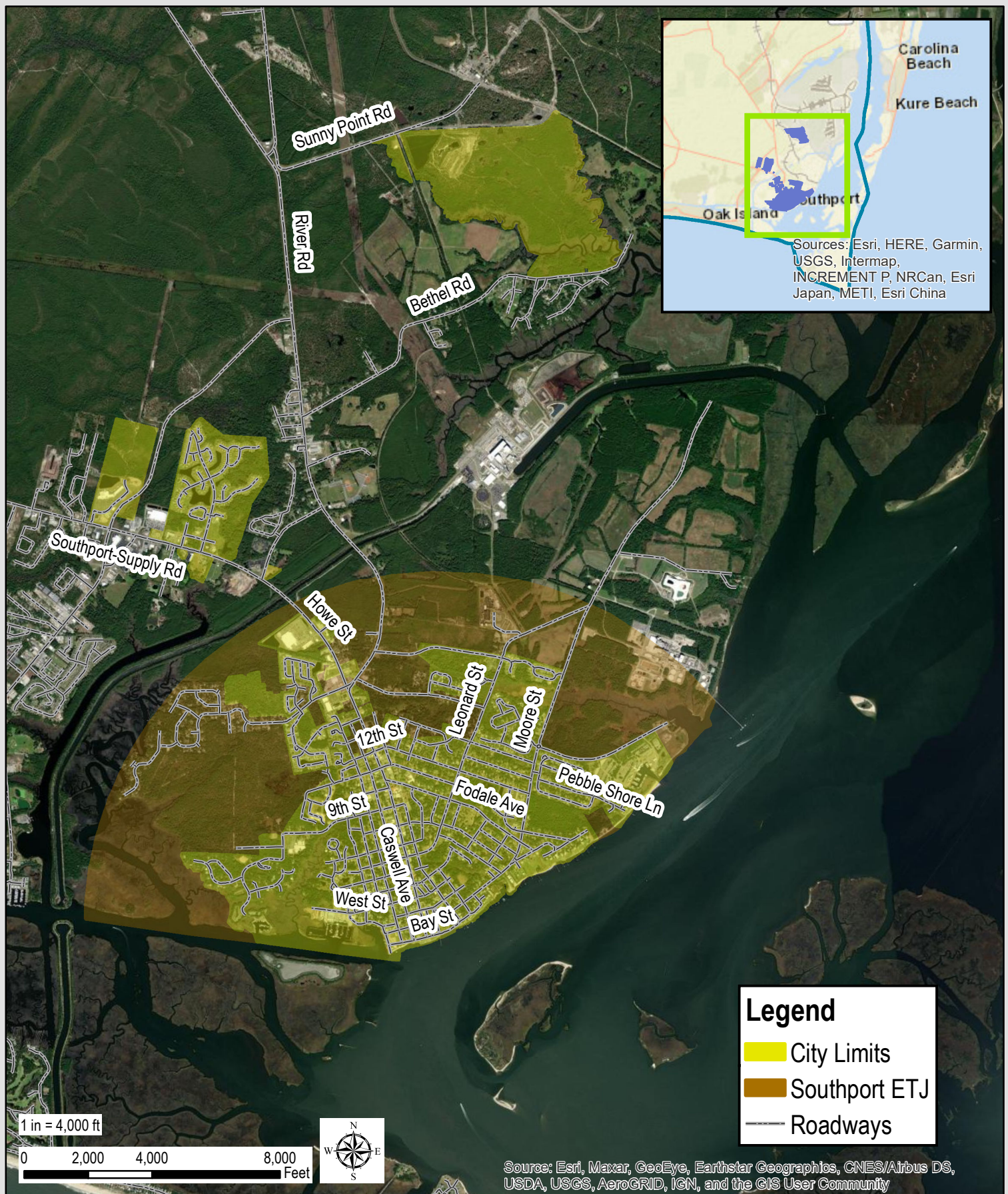
1. Basic Services. The OWNER shall pay the CONSULTANT for services set forth in Attachment A, Scope of Services, a total base fee of \$409,000. Fees will be lump sum with the exception of task 3.0b.

A percentage of the Lump Sum Fee will be billed on the last day of each month. The percentage billed will be the percentage of Scope of Services work estimated to be completed as of the day of billing per Task as noted in Table 4. For Task 3.0, Stormwater Mapping a lump sum fee (3.0a) plus a cost per feature surveyed (3.0b) will be billed. Please refer to Table 1, *Stormwater Mapping Unit Rates and Estimated Structure Count*, included in Attachment A for unit-based billing.

2. Additional Services. The OWNER shall pay the CONSULTANT for additional services, which are not specifically called for in Attachment A, Scope of Services, on an hourly basis in accordance with the CONSULTANT's standard rates.
3. Reimbursable Expenses. Reimbursable expenses are included in the lump sum fee.
4. Premium Rate Adjustment. Should OWNER request an accelerated schedule requiring CONSULTANT to work overtime hours, then a 1.25 premium rate adjustment shall be applied to current hourly rates or lump sum fees, as applicable. Accelerated schedule and premium rate adjustment shall be approved as part of compensation at time of contract execution or by written amendment.

TABLE 4. Southport Stormwater Mapping and System Evaluation Fee

SCOPE ITEM NUMBER	SCOPE TASK ITEM DESCRIPTION	TASK TOTAL
1.0	Project Management	\$20,000
2.0	Data Collection Engineering Field	\$15,000
3.0a	Stormwater Mapping Lump Sum Portion	\$20,000
3.0b	Stormwater Mapping – Not to exceed based on unit rates	\$150,000
4.0	Condition Assessment	\$50,000
5.0	Hydrologic and Hydraulic Modeling	\$68,000
6.0	Capital Improvement Plan	\$86,000
BASE PROJECT TOTAL		\$409,000
Specified Additional Services		
7.0	Stream Assessment	\$35,000
8.0	Public Outreach	\$25,000
9.0	Grant Administration	\$20,000



City of Southport
Stormwater Mapping and System Evaluation
Exhibit A: Scope of Services





BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: 10/12/2023

DEPARTMENT: Development Services

PRESENTED BY: Dorothy Dutton, Assistant City Manager and Maureen Meehan, City Planner

ITEM SPONSORED BY: Development Services Staff

ITEM/TOPIC: 2024 City of Southport Comprehensive Plan Consultant Approval

COST: \$ 100,000

BUDGET LINE ITEM: 23-23-7300-5800

JUSTIFICATION: A thorough review of our Comprehensive Master Plan was approved during the 2023-24 Budget Deliberations. We received two proposals from Stewart and Withers Ravenel. Two different panels interviewed the companies. One panel was made up of the City Manager, Assistant City Manager and City Planner, Maureen Meehan, along with the Chairperson of the Planning Board, Sue Hodgins. The other panel had a representative of the Yacht Basin, No High Density, the Historic District and Downtown businesses. Bob Jarvis, our part time engineer, was also on that panel. After hearing from both groups, the highest scores were for Stewart consulting firm vs Withers Ravenel. We then checked all references for the companies.

IMPACT IF NOT APPROVED: The current plan and guiding document for the city was adopted in 2015 and updated in 2020. This project is key to capturing where Southport is as a City and a community, helping ensure that all future actions with regard to development are in keeping with the will of the public as a whole, and providing direction for future capital investment toward ensuring that the City can be the best version of itself. This is a Master Plan that will guide the City staff, elected and appointed officials and the public for years to come on what we wish Southport to look like in the next decade.

DEPARTMENT HEAD COMMENTS: This consultant will lead the plan development process, implement a robust public input strategy, and write the plan to include best practices. The Comprehensive Plan (meeting CAMA Planning requirements) will replace the 2014 CAMA Land Use Plan for the City.

CITY MANAGER COMMENTS: Both panels are recommending Stewart consulting firm be appointed as the consultant to work with the City on this important project. Most of the panelists felt they had done a lot of research on the City and were very responsive about the way they would handle and organize the Public Input process. Maureen Meehan, City Planner and I called Stewart's references and the communities we spoke to did have concerns about their communication and deliverables on the back end. The information given to them wasn't accurate, there were spelling errors, and the Planners had to call them a lot to keep them on task and on schedule. Ms. Meehan and I had a Teams Meeting with the Stewart representatives who said during March of 2023, they lost a lot of staff which caused problems with their deliverables. Since that time, they have hired new people and feel that they can handle our project and do it efficiently and effectively. Jay McLeod, who used to work with Stewart and now works with WithersRavenel, received rave reviews from the communities especially in the area of public input and finding consensus. When you read the proposals, you will find similar wording and similar projects mentioned. That is because some of the staff of Stewart left that firm and went over to WithersRavenel.

ATTACHMENTS: 1) Staff Report, 2) RFQ Submittals

REQUESTED ACTION: Accept the evaluation panels' recommendation for the Stewart consulting firm to conduct the Comprehensive Plan and allow the staff to negotiate a price for the work they will be doing for

the City.

PROPOSED MOTION: Motion to accept the evaluation panel's recommendation, move forward with contract execution and negotiate a final price with Stewart consulting firm for them to work on the Comprehensive Master Plan process.



BOARD OF ALDERMEN

MEMORANDUM

To: Mayor Joseph P. Hatem, Members of the Board of Aldermen
From: Development Services Staff
Date: October 12, 2023
Re: Comprehensive Plan Consultant Recommendation

Background

Planning legislation found in NCGS 160D-501 as well as the Coastal Area Management Act require that local governments have a locally adopted and reasonably maintained land use plan. The existing CAMA Core Land Use Plan for the City was originally adopted in 2014 by the City and by the Coastal Resources Commission, with a subsequent small update occurring in 2020. Since that time, the City has experienced significant growth within its planning jurisdiction and outside of it within surrounding areas of Brunswick County.

As part of the City's previous land use planning effort, the following were established as key goals for Southport to accomplish:

- Preserve the city's historic character;
- Protect the City's shoreline vista;
- Continue to support a vibrant Central Business District;
- Preserve the City's residential areas; and
- Protect the City's Areas of Environmental Concern consistent with 15A NCAC 7H

Through the years following the adoption of the CAMA Land Use Plan in 2014, Southport has experienced numerous events that challenged their ability to meet those key goals, including rapid growth in the residential areas and redevelopment in the Central Business District, and numerous natural disasters, most notably Hurricane Florence in 2018. Southport has still been able to rise to those challenges, including the creation of a local historic district, as well as many development code amendments to protect the residential and commercial areas, including a comprehensive Unified Development Ordinance rewrite in 2020.

Project Details

In July, Development Services requested qualifications from professional consultants to assist the City in the creation of a new Comprehensive Plan for the City. The consultant(s) will develop a plan that incorporates land use, transportation, utility, and other plans previously adopted by the City. The updated plan will focus on responsible growth and development while providing conservation of our natural resources. This plan will create the policy framework for the update and implementation of our development ordinances, capital projects, and any other relevant municipal operations or endeavors.

Development Services received two (2) responses to the RFQ from Stewart and WithersRavenel. Each

firm was contacted and interviewed by two (2) evaluation panels on the same day. Each evaluation panel included staff and key members of the community.

Each consultant was asked the same set of questions compiled from the membership of each panel. The scores for Stewart were consistently higher than WithersRavenel for each criterion.

The following criteria were used by the City to evaluate and select a consultant/team for this project:

- Similar Project Experience
- Quality of Submission and Presentation
- Team Depth
- Public Outreach/Participation
- Timeline

Request & Staff Recommendation

Staff along with the evaluation panels believe that Stewart will be able to develop a plan that will meet the goals of the City and the citizens and provide a policy framework for future responsible development.

We respectfully request a motion to accept the evaluation panels' recommendation, move forward with contract negotiations and execution with Stewart consulting firm to develop the City of Southport's Comprehensive Plan.



CITY OF SOUTHPORT COMPREHENSIVE PLAN

Stewart

223 S. West Street / Suite 1100 / Raleigh, NC 27603

☎ 919.380.8750

F 919.380.8752

stewartinc.com

AUGUST 15, 2023



STEWART



August 15, 2023

Travis Henley, Director | Development Services
City of Southport
1029 N. Howe Street
Southport, NC 28461

RE: Request for Qualifications - City of Southport Comprehensive Plan

Dear Mr. Henley:

The City of Southport is embarking on an important initiative to update the City's CAMA certified Comprehensive Plan. This is an exciting venture, one that will serve as an important tool to guide public and private decisions about the future of the City over both the short and long term.

On behalf of the Community Planning Practice at **Stewart**, I am pleased to submit this proposal to update the City's Comprehensive Plan. As you will see in this document, our planning process will be driven by a robust community engagement process involving residents, elected and appointed boards, business owners, staff, and other key stakeholders. We will use this input to develop a new user-friendly and highly visual plan that will guide and manage growth, land use, infrastructure, open space, tourism and recreational efforts for the next 10 years and beyond.

In addition to Stewart planners, landscape architects and engineers, we've partnered with **WK Dickson** to assist with long-range infrastructure planning with a focus on stormwater, water and sewer, and resiliency.

Strengthening our coastal communities is a priority for Stewart. We understand the importance of improving resiliency as our beloved coastal communities deal with climate change, sea level rise and increasing development pressure. We will leverage our interdisciplinary staff based out of Raleigh, Durham and Wilmington to ensure the City of Southport is positioned for success in the years to come.

STEWART | THE BEST TEAM FOR YOUR PROJECT

- **Experienced Planning and Landscape Architecture Team** - Our staff is proficient in comprehensive planning, zoning, and GIS mapping. We understand the interplay between land use, growth and neighborhood preservation, infrastructure needs, natural resources protection, CAMA requirements and other elements necessary to craft an effective plan.
- **Focus on Small to Mid-Size Communities** - Our team works almost exclusively with small to mid-size communities and understands the complexities of allocating financial resources to achieve large visions. Stewart will work with City staff to meet the project schedule and budget requirements of the project.
- **Core Values** - Stewart has developed a rich culture of servant leadership that closely aligns with the services that local governments provide. Our core values of Trust, Humility, Respect, Excellence, Accountability, and Discipline (THREAD) drive the way we interact with our clients, partners, and coworkers.
- **Local Knowledge** - The Stewart team has planning experience with the following coastal communities: Town of Duck, Town of Manteo, Pasquotank County, Town of Carolina Beach, Town of Beaufort, Town of Southern Shores, Town of Kill Devil Hills, City of Washington, Town of Kitty Hawk, and the Town of Swansboro so we have a deep understanding of the challenges faced by coastal communities like Southport.

We appreciate the opportunity to submit this RFQ response. We look forward to the prospect of working with you on this project. Please call me at **919.866.4812** or email at **jpetrosky@stewartinc.com** should you have any questions or need additional information.

Sincerely,
STEWART

Jake Petrosky, AICP

Associate Vice President | Practice Leader, Community Planning

Principal-in-Charge:

Jake Petrosky, AICP

919.866.4812 • jpetrosky@stewartinc.com

Project Manager:

Andrea Radford

919.866.4734 • aradford@stewartinc.com

PROJECT OVERVIEW





FIRM OVERVIEW

STRONGER BY DESIGN

STEWART

Stewart is located throughout the Carolinas, comprising nearly 200 employees with eight office locations. With a unique interdisciplinary collaborative approach that results in stronger and more creative design solutions, Stewart serves domestic and international clientele, offering a full range of services to meet the needs of our clients, including:

- Civil Engineering
- **Community Planning**
- Geomatics
- Geotechnical & Construction Services
- Landscape Architecture
- Structural Engineering
- Transportation



STEWART

MISSION STATEMENT

Strengthening communities by serving, leading, and working in a creative and collaborative way.

OFFICE LOCATION

**Headquarters
Downtown Raleigh**
223 S. West Street
Suite 1100
Raleigh, NC 27603
919.380.8750

YEARS IN BUSINESS

29

Founded in 1994 by Willy E. Stewart, PE, the firm is owned by a select group of professionals who are personally involved in our clients' success.

Stewart has developed a rich culture of servant leadership, summarized by the acronym, THREAD: Trust, Humility, Respect, Excellence, Accountability, Discipline. These core values are at the heart of how we work with each other, our clients, our partners, and our community. THREAD has evolved into a curriculum that is taught to employees through our THREAD Institute.

Stewart is a certified Historically Underutilized Business (HUB) with the State of North Carolina. The company has been recognized multiple times as a Best Place to Work in the Triangle and Charlotte markets by American City Business Journals. *Engineering News-Record* has nationally recognized Stewart as a Top 500 Design Firm since 2019.

WK DICKSON

WK Dickson is a community infrastructure consulting firm specializing in the growth of municipalities since 1929. For 94 years, WK Dickson has been providing consulting services throughout the southeastern United States. We are an innovative, diversified organization of 215 professionals serving the total planning and design needs of clients in the public and private sectors. Founded in Charlotte, North Carolina, WK Dickson maintains twelve branch offices in North Carolina, South Carolina, Virginia, Georgia, and Tennessee.

WK Dickson has built a reputation in the industry for superior client satisfaction, technical competence, innovation, and integrity. The firm has maintained the policy of providing the highest quality of professional engineering services to our clients throughout its 94-year history. The success of this philosophy is evidenced by our clients. We are proud of the fact that we maintain a client retention rate of 98%.

We provide turnkey community solutions with services ranging from master planning and conceptual design through permitting, funding assistance, construction administration/ observation and project closeout - while guaranteeing the quality of our work.



CONSULTANT RESPONSIBILITIES

With the support of Stewart's planners, WK Dickson will lead the following plan components:

- **Infrastructure Planning**
 - Stormwater
 - Water/Sewer
 - Resiliency

HISTORY OF PAST COLLABORATION

Stewart and WK Dickson have worked together on dozens of projects in the past 29 years, including the Southport Wastewater Treatment Plant and the NC Resilient Coastal Communities Program. This strong relationship will enable the Stewart and WK Dickson team to provide the highest level of customer service and quality of work for the City of Southport. Additional projects include: Oak Island Crowell Street improvements, Oak Island Building 801, and North Topsail Beach Booster Pump Station.

COMMUNITY PLANNING OVERVIEW

Stewart's community planning team responds to our clients' needs for building healthy, equitable, resilient, and connected communities. Now, more than ever, our towns, cities, and counties are adapting to changing demographics, land use trends, environments, and technologies.

Many firms can write and update land use plans and development codes. Stewart is different in that we also utilize these documents on a daily basis. Stewart brings together planners, urban designers, landscape architects, and engineers to provide a data-driven and design-oriented approach that results in better plans and stronger communities. Our planners work with municipalities and counties across North Carolina and South Carolina, focusing on small to mid-sized communities and building on Stewart's firm-wide focus of interdisciplinary collaboration.

As former public sector planners, we also possess insight into the complexities of governing. Our experience allows us to manage competing interests, clearly explain complex concepts, and develop realistic implementation strategies. We consistently strive to build long-lasting relationships with our clients and the communities where we work.

SERVICES

Long Range Services

- Comprehensive and Land Use Plans
- Small Area Plans
- Urban Design
- Downtown and Streetscape Plans
- CAMA Land Use Plans
- GIS Mapping
- Scenario Planning / Land Use Suitability Analysis

- Transit Oriented Development
- Community Engagement and Meeting Facilitation

Current Planning Services

- Land Development Ordinance Assessments
- Unified Development Ordinances
- Code Writing
- Development Plan Compliance Review



Fountain Inn Public Engagement

MEET THE TEAM



JAKE PETROSKY, AICP
Practice Leader, Community Planning
jpetrosky@stewartinc.com
919.866.4812



ANDREA RADFORD
Project Manager
aradford@stewartinc.com
919.866.4743



JENNIFER GANSER, AICP
Senior Planner
jganser@stewartinc.com
919.866.4731



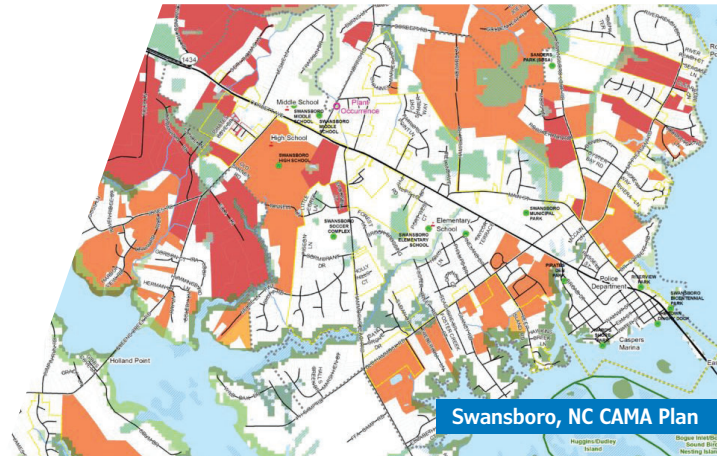
JAQUASHA COLON, AICP
Planner I
jcolon@stewartinc.com
919.866.4780



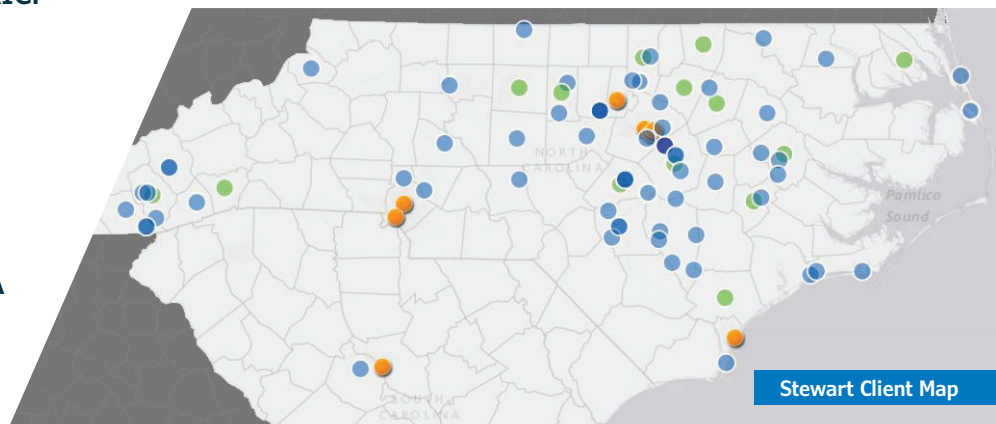
BECCA MOUNTZ
Planner I
bmountz@stewartinc.com
919.866.4785



STEPHEN FABER, PLA
Landscape Architect
sfaber@stewartinc.com
919.866.4755



Swansboro, NC CAMA Plan



Stewart Client Map

PROJECT UNDERSTANDING

We understand that a strategic update of the Comprehensive Plan can help guide the City of Southport into its next phase of growth while preserving the City's historic character and shoreline vista.

The City of Southport has experienced remarkable growth and development over the years, transforming from a quaint coastal community into a sought after and thriving City. The expansion of tourism and the influx of visitors have played a significant role in driving economic growth in the area. The City's picturesque waterfront and historic charm have attracted both tourists and new residents alike.

Infrastructure development has also been a key focus, with State Funding to provide resources for waterfront stabilization and for the paving of Howe Street. The preservation of historic treasures like the Fort Johnson Southport Museum, NC Maritime Museum and Old Brunswick County Jail coupled with the small-town charm of tree lined streets, unique boutiques and local restaurants contribute to an improved quality of life for both residents and visitors.

The City's commitment to preserving its rich history is evident in the meticulous restoration and maintenance of its historic buildings and landmarks. This harmonious blend of old-world charm and contemporary progress has added to the unique character of Southport.

The growth in Southport has also fostered a sense of community engagement, with local organizations and initiatives focusing on sustainable practices, environmental conservation, and cultural events. As Southport continues to grow, community leaders are working to strike a balance between development and preserving the City's natural beauty and heritage. Maintaining this delicate equilibrium will play a crucial role in ensuring a prosperous and vibrant future for Southport, NC.

Overall, this plan update provides a chance to continue the captivating story of Southport and write the next chapter of how this community will honor its deep historic roots and accomodate context appropriate growth and development to remain a desired location for residents, business and industry.

In order to develop this plan, the Stewart team will review and analyze the CAMA Core Land Use Plan, Unified Development Ordinance, Code of Ordinances, Brunswick County Comprehensive Transportation Plan, Comprehensive Bike/Ped Master Plan, Southeastern North Carolina Regional Hazard Mitigation Plan, Emergency Operations Plan, and Parks and Recreation Master Plan, and conduct in-depth public engagement to facilitate a community conversation in order to gauge the needs and preferences of residents, staff and stakeholders. Our team will work closely with staff and officials to address priorities and update a framework of policies and strategies that chart a course for the next 5-10 years.

The next section of this approach will detail our specific methods of addressing Natural Resources, Historic, Cultural & Heritage Preservation & Enhancement, Land Use and Community Design, Economic Development, Housing, Transportation, and Utilities & Infrastructure in the Comprehensive Plan Update.



SECTION 2

QUALIFICATIONS



PERSONNEL QUALIFICATIONS

PROJECT LEADERSHIP



JAKE PETROSKY AICP | Principal-in-Charge | \$200/hour | 40% Involvement

As Practice Leader of Community Planning, Jake is responsible for Land Use Planning and Urban Design at Stewart. He has worked across the southeast for towns, counties and regional governments on projects of varying scales. Jake enjoys delving into a community's resources, history and priorities to ensure future plans reflect the character of the Town or City as it prepares for growth. He has a professional interest in how well-designed, connected places and open spaces can improve quality of life and create stronger, more resilient communities.



20 Years of Experience
6 Years with Stewart



Plans Developed



2023 PENC Conference
Presenter



ANDREA RADFORD | Project Manager | \$110/hour | 70% Involvement

Andrea is Community Planning Lead at Stewart with a combined 6 years of experience in planning and over 10 years of experience in adaptive reuse and historic preservation. She serves on the Town of Wake Forest Historic Preservation Commission and served several years as a Board of Directors member for a downtown development non-profit organization. Her research focuses on sustainable place-making, community building, and civic engagement. She has a strong background in data collection, analytical research, and public outreach to develop effective comprehensive plans with actionable land use policies and strategies to increase community resilience.

PROJECT HIGHLIGHT



RESILIENT COASTAL COMMUNITIES PROGRAM | BEAUFORT, NC

The Resilient Coastal Communities Program is a novel technical and financial assistance program designed to assist coastal resilience efforts throughout the state's 20 coastal counties.

Stewart was competitively chosen to lead this inaugural state program related to identifying and mitigating coastal hazard vulnerability in the Town of Beaufort. This effort involved creating a community-driven prioritization of potential local projects to reduce exposure.

The results of this planning effort will be used to pursue design interventions to reduce vulnerability of public and community assets to storm surge, high tide flooding, sea level rise, and the stronger storms that are predicted in the future. The best available predictive data of future climatic conditions was utilized down to estimate the most likely local impacts over the next 50 years.

PROJECT TEAM



JENNIFER GANSER AICP | Senior Planner | \$150/hour | 65% Involvement

Jennifer Ganser, AICP, is a Senior Planner at Stewart. She is excited to work on consulting projects around North Carolina. Previously, she was the Assistant Director of Community Development at the Village of Lombard for ten years, where she worked on traditional zoning cases, and small business grants. This intimate knowledge of utilizing comprehensive planning documents in the municipal decision making process, will enable her to ensure the final plan deliverable is clear, concise and easy to implement. She is on the board for the American Planning Association North Carolina Chapter.



JAQUASHA COLON AICP | Planner I | \$95/hour | 55% Involvement

Jaquasha is a planner with a background in urban, landscape, and architectural design, and believes all communities deserve a standard of great design. Part of any planning process should include robust engagement that educates and empowers the community to make decisions best suited to their needs. She has over six years experience in planning and design, focusing primarily on complete streets retrofits, corridor studies, land use planning, and urban design. She has participated in and facilitated over ten multi-day project charrettes and dozens of public meetings, both in person and virtually.



BECCA MOUNTZ | Planner I | \$95/hour | 45% Involvement

Becca graduated from ECU with a B.S. in Urban and Regional Planning, with a minor in Geography and a certificate in Geographic Information Sciences. She joined the team as an intern in 2019, and came on as a full time employee in 2022. She specializes in GIS Mapping and Analysis for coastal communities to fulfill the CAMA requirements, including Natural Resources, Environmental Conditions, Coastal Erosion Rates, and Impacts of Natural Hazards. She has a deep knowledge and understanding of the processes required to balance population fluctuation between year round residents and peak season tourism.



STEPHEN FABER PLA | Design/Graphics | \$175/hour | 30% Involvement

Stephen has more than 14 years of experience across multiple project types. Through research, design and real estate advisory services, Stephen combines design and strategic planning to drive positive outcomes for clients, users, and the environment in projects of varying scales from residential design to large master-planned communities. Stephen's work includes education planning and design, urban infill design, residential design, resort planning, brownfield reclamation, public open space and park design, greenways and roadway corridors, community master-planning, and ecological restoration.

SUBCONSULTANTS



MARC HORSTMAN PE, PH, CFM | Stormwater/Resiliency | \$231/hour | 20% Involvement

Marc has extensive experience related to municipal stormwater infrastructure, including planning and design, hydraulic and hydrologic modeling, innovative and sustainable site design, and stormwater BMP design. In a little over ten years with WK Dickson, Marc has managed approximately \$7.6 Million worth of municipal infrastructure improvements, including several large infrastructure projects. Marc's expertise includes planning and designing innovative water quality devices for Capital Improvement Projects (CIPs), Low Impact Development (LID) and infrastructure upgrade projects.



CARTER HUBARD PE | Water/Wastewater | \$200/hour | 20% Involvement

Carter has served as project manager for a diverse list of municipal clients. He has water and wastewater engineering experience spanning system rehabilitation, water line planning and permitting, hydraulic analysis, route analysis, and construction. Over the past decade, Carter has managed dozens of projects within southeastern North Carolina, including numerous projects for the CFPWA. He also has broad project management experience, with specific expertise in coastal and NCDOT regulatory and permitting requirements. Carter also has experience investigating sites for reclaimed water application, rates to specific soil types, and sizing storage ponds.

BEAUFORT COMPREHENSIVE AND CAMA LAND USE PLAN AND ORDINANCE UPDATE



LOCATION

Beaufort, NC

CLIENT/OWNER

Town of Beaufort
Kyle Garner, Planning Director
701 Front Street
Beaufort, NC 28516
252.728.2141
k.garner@Beaufortnc.org

DATES

Start: November 2020
Completion: Adopted Dec. 2022

DISCIPLINES

Municipal Planning
Civil Engineering
Landscape Architecture

TEAM

Jake Petrosky, AICP
Principal in Charge
Andrea Radford
Project Manager
Jaquasha Colon, AICP
Planner I
Stephen Faber, PLA
Design/Graphics

PROJECT OVERVIEW

Stewart assisted the Town of Beaufort with a project to create a Comprehensive and CAMA Land Use Plan and Ordinance Update. The existing Comprehensive Land Use Plan for the Town was developed in 2007, with few updates since. There had been significant changes to the Town and surrounding areas since the plan's original inception. Their previous Land Development Ordinance was adopted in 2013, and though there had been amendments over the years, the Town desired to update the Town's Land Development Ordinance, Subdivision Ordinance to assure NCGS Chapter 160D compliance.

STEWART RESPONSIBILITIES

The Stewart Team approached the Beaufort Comprehensive Plan and Ordinance update with a community-driven and data-informed planning process that prioritized local issues and refined the Town's vision while also meeting the requirements of a CAMA land use plan. The update was informed by past planning efforts and trends, but looks to current stakeholders and future trends for context and guidance. It includes policies and strategies to guide land use regulations, promote economic development, and direct public policy related to services and investments. The subsequent ordinance and updates are compliant with the state's 160D regulations and implement the vision and goals established in the comprehensive plan.



ONE WASHINGTON: CITY OF WASHINGTON CAMA COMPREHENSIVE LAND USE PLAN



LOCATION

Washington, NC

CLIENT/OWNER

City of Washington
Mike Dail, Community & Cultural
Services Director
102 E. Second Street
Washington, NC 27889
252.975.9383
mdail@washingtonnc.gov

DATES

Start: 2022
Completion: Adopted June 2023,
CAMA certification in process

DISCIPLINES

Land Use Planning
Public Engagement
GIS

TEAM

Jake Petrosky, AICP
Principal in Charge
Andrea Radford
Project Manager
Jennifer Gasner, AICP
Senior Planner
Jaquasha Colon, AICP
Planner I
Becca Mountz
Planner I
Stephen Faber, PLA
Design/Graphics

PROJECT OVERVIEW

The Stewart team led the City of Washington through the process of combining their current Comprehensive Land Use Plan and CAMA Land Use Plan into one document. The update included extensive outreach throughout the community. The Plan's Future Land Use Map encourages enhancing major corridors and focuses on adaptation of areas likely to be inundated by future sea level rise. Plan recommendations include increasing active and passive recreation, preservation of environmentally sensitive land, improvements to stormwater management, updating zoning districts in vulnerable areas, and continuing investments in the downtown.

STEWART RESPONSIBILITIES

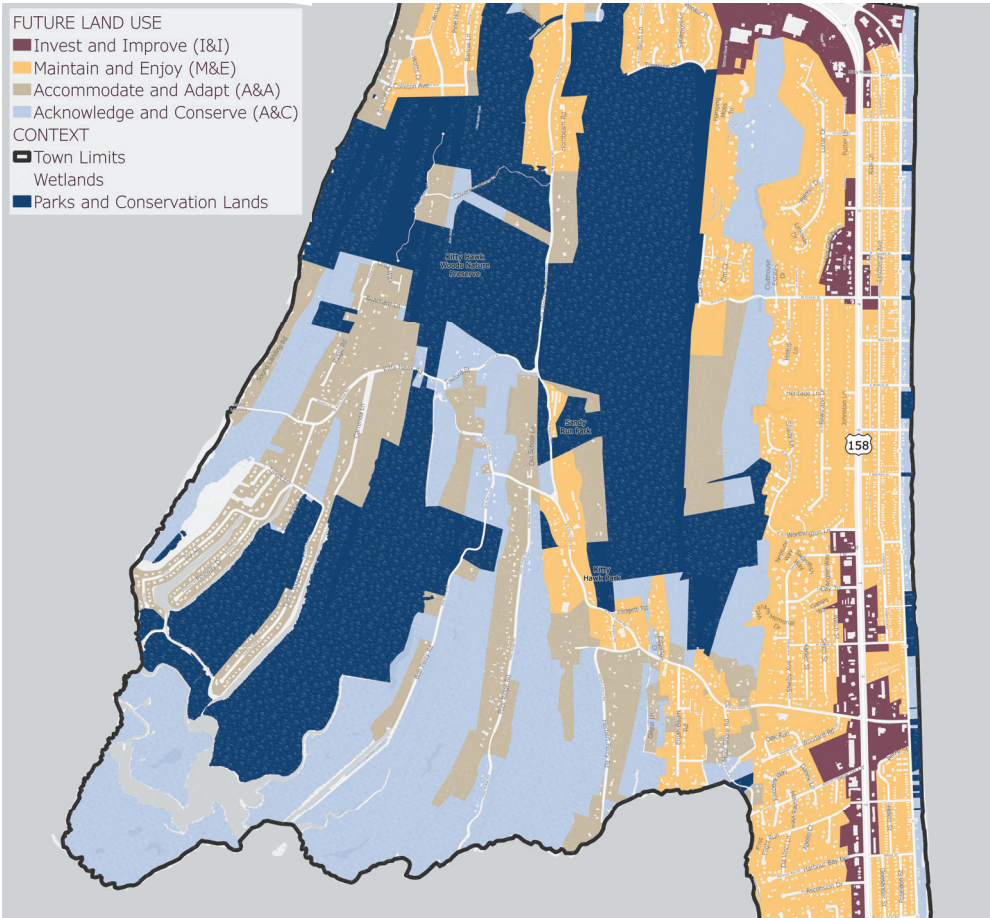
The Stewart team worked closely with staff and the community to prioritize local issues while meeting the requirements for a Coastal Area Management Act Land Use Plan. The Stewart team was responsible for project management, community engagement and thorough review of existing plans and conditions to create a community-driven plan with a focus on resilience, economic development, diversity and equity, and protection of historic resources.

PROJECT CHALLENGES & SOLUTIONS

Analysis of sea level rise and future floodplains revealed the need to discourage development in areas likely to be inundated in the next 30 years.



IMAGINE KITTY HAWK 2050 CAMA LAND USE PLAN



LOCATION

Kitty Hawk, NC

CLIENT/OWNER

Rob Testerman, AICP, CFM, CZO
Director of Planning and Inspections
101 Veterans Memorial Drive
252.261.3552
rob.testerman@kittyhawktown.net

DATES

Start: Fall 2022
Completion: September 2023, Est.

DISCIPLINES

Land Use Planning
Public Engagement
GIS
Urban Design / Landscape
Architecture

TEAM

Jake Petrosky, AICP
Principal in Charge
Andrea Radford
Lead Planner
Jaquasha Colon, AICP
Planner I
Becca Mountz
Planner I

PROJECT OVERVIEW

The Stewart team led the development of a CAMA Land Use Plan for the Town of Kitty Hawk which will function as the town's Comprehensive Plan. The update included a significant update of the Town's future land use map that was informed by a detailed analysis of land use suitability which factored in sea level rise and an analysis of vulnerable infrastructure. Land Use Compatibility was an emphasis area in the plan. Recommendations for maintaining town character, encouraging workforce housing and reinforcing the Village Center were crafted based on an analysis of the existing zoning framework and public input. Other priorities including managing stormwater, improving pedestrian and bicycle connections and concepts for improving recreation access were also addressed the plan.

STEWART RESPONSIBILITIES

Stewart led the planning process and worked closely with town staff, especially the planning department and public works.

Community Planning

Stewart's Community Planning Team was responsible for project management, public engagement, land use and resiliency planning, document production, and presentation to boards.

Landscape Architecture

Stewart's Landscape Architecture Team assisted with graphics development and the creation of a conceptual design for a new nature trail and other recreational improvements on the Town Hall property.

PROJECT CHALLENGES & SOLUTIONS

The CAMA mapping and analysis tasks revealed that a 2-foot sea level rise scenario will greatly impact properties and access on the backbay of Kitty Hawk. This resulted in a unique approach to the development of the Future Land Use Map, which acknowledges future constraints to development including accommodating impacts of rising seas while identifying areas that should be maintained and improved.

PROPOSAL



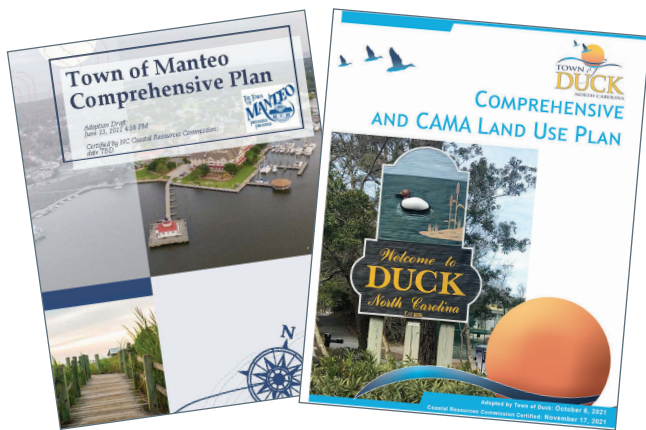
One of Stewart's innovative public engagement techniques included hot-air balloon rides at a community engagement event in Kernersville to garner excitement about a future park. We are adept at finding innovative ways to gain public input.

PROJECT APPROACH

The Stewart team will facilitate the creation of a well-organized, user-friendly plan guided by community engagement and input. We will accomplish this by executing a three-phase project scope that can be customized to meet the City's expectations.

PHASE I - PROJECT INITIATION & ANALYSIS PHASE II - VISIONING & PLAN DEVELOPMENT PHASE III - IMPLEMENTATION & ADOPTION

Communication is a key part of any successful planning project. Throughout this project, our team will hold bi-weekly coordination calls with City staff. Our team will work together with The City of Southport staff in all facets of the project including identification of stakeholders, data analysis and mapping, and the creation of policies and implementation strategies that are actionable, attainable, and tied to responsible parties and budgetary implications.



Examples of previous Comprehensive Plans the Stewart team has recently completed.

PHASE I - PROJECT INITIATION & ANALYSIS

Prior to beginning the planning process, our team will meet with staff to refine the work plan, milestones, deliverables, community engagement process, schedule, and communication methods. The team will work with staff to identify and assemble relevant background documents for review. Spatial data and adopted plans will be collected from the City, State, and regional and federal agencies as appropriate. Assessments of past planning efforts and the existing regulatory framework will be vital to understanding challenges, opportunities, and recent successes. This information will also be useful later in the process when crafting a feasible approach to implementation.

To initiate the planning process, the Stewart team will conduct an initial round of meetings with staff, the Steering Committee, and stakeholders to help identify key issues to be addressed in the Comprehensive Plan and to understand expectations. The meetings will include the following:

- Kick-off Meeting & Community Tour
- Stakeholder Interviews
- Steering Committee Meeting

Public Participation Plan

As part of this project, a public participation & engagement plan will be created. Two rounds of public engagement will be planned. The first will include a visioning workshop or pop-up event. The second round will include meetings to present draft recommendations and gather input.

Community Profile

During this phase, Stewart will prepare a Community Profile (CP), incorporating updated statistics and findings from recent City efforts. The CP will include the City history, baseline demographic and economic data (population, employment, income, socioeconomic data, retail trends, etc). We will use data from The City of Southport, Brunswick County, US Census Bureau, State of North Carolina, ESRI and other available sources. Information collected regarding the economy, business patterns, employment and demographics will provide insight into potential issues and opportunities. The data will be studied to benchmark progress and provide context to policy recommendations developed later in the process.

Community Survey

The team will work closely with City staff to develop a Community Survey to gather feedback from the public regarding community vision, goals, and key issues to be addressed by plan policies, future regulatory efforts, and priority investments. The survey may include a visual preference survey that provides images of a variety of different development types or elements. The Community Survey can be made available on-line, in print form, and as a component of a public meeting. Optionally, the Project Team could work with a third-party provider (e.g. PublicInput.com) to create an interactive website and survey that could include a community forum and/or map-based activities to identify land use preferences.

PHASE II - VISIONING & PLAN DEVELOPMENT Community Visioning

We believe that a concentrated effort focused on community visioning and concept development will build excitement and create momentum. Following the completion of Phase 1, key team members will conduct two public workshop(s) that will focus developing priorities and understanding issues

in different areas of the City. Based on the public input received from public meetings, community survey, staff and stakeholders, we will prepare draft vision and goals as well as a framework for recommendations in the Comprehensive Plan.

Natural Resources and Resiliency

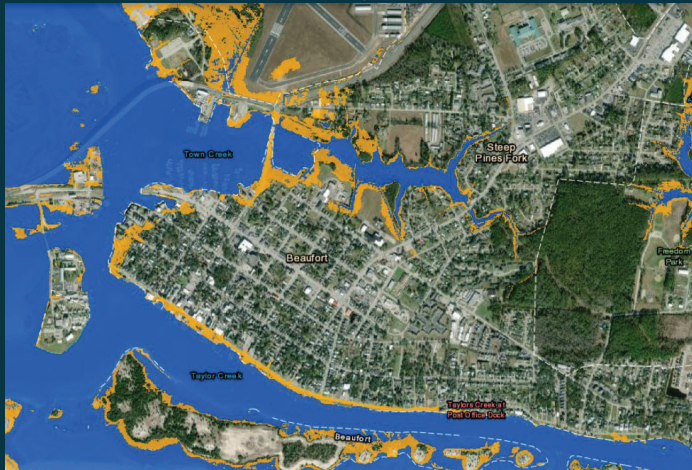
In the past 5 years, Hurricanes Matthew and Florence caused significant damage to the Southeast Coast Line of North Carolina. Comprehensive Plans should recognize threats and address resiliency as an element of the plan.

The Resiliency element considers the impacts of natural hazards on individuals, communities, institutions, businesses, economic development, public infrastructure and facilities, and public health, safety and welfare. While an understanding of all risks is important, our focus will be on critical vulnerable

assets that keep the City operating safely and effectively during the aftermath of significant weather events and other disruptions.

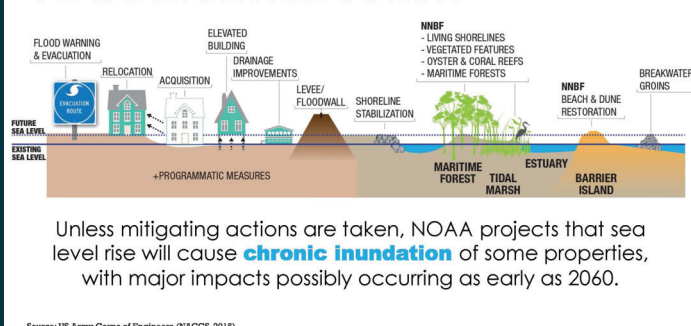
Natural hazards and flooding can interrupt day-to-day life in communities, planning for these hazards and developing community and science-driven solutions are a vital step to ensuring the well-being of communities. The resiliency element of the plan will consider impacts of flooding, high water, and other natural hazards on critical facilities, such as schools, emergency response facilities, water and sewer infrastructure, transportation systems, stormwater systems, and vulnerable communities and businesses. Recommendations for this element may address actions to enhance the resilience of housing, infrastructure, and other critical assets that may be particularly vulnerable to natural hazards, sea level rise or flooding.

Sea Level Rise Vulnerability



Coastal Risk Reduction Strategies

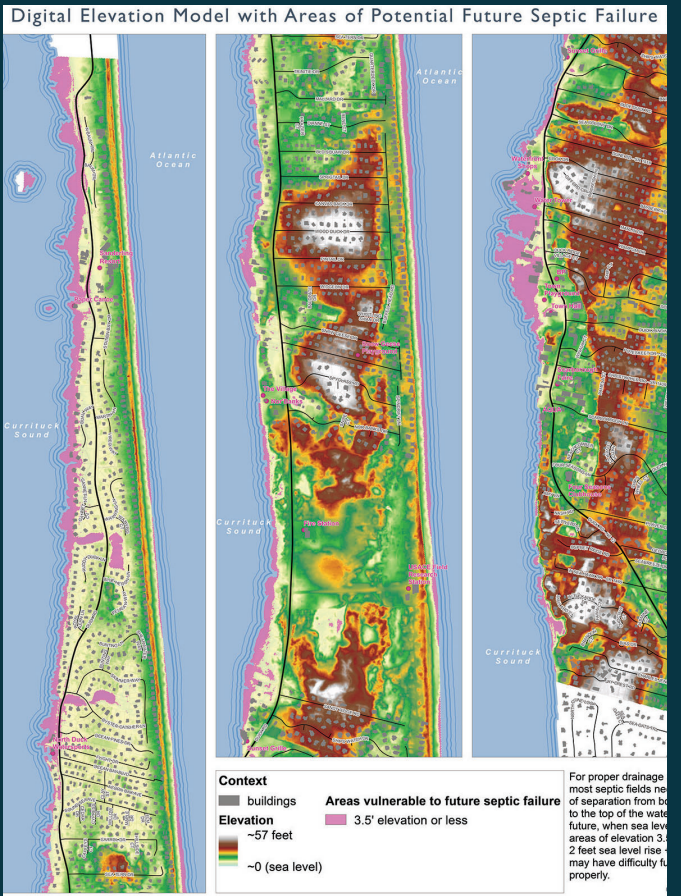
COASTAL RISK REDUCTION



The project team can conduct analyses similar to these to communicate environmental vulnerabilities related to sea level rise and other climate change related hazards. Stewart has the creativity and expertise to anticipate, communicate, plan for, and mitigate these challenges.

From top-left, clockwise, Beaufort's sea level rise projection, preliminary septic vulnerability analysis in Duck, and a selection of USCAE coastal risk reduction interventions.

Septic System Vulnerability to Rising Seas



Historic, Cultural & Heritage Preservation & Enhancement

Southport has a significant history dating back to the 1740's when Governor Gabriel Johnston established Fort Johnston to protect the area from Spanish and French attacks and the City of Southport developed around the fort's borders. Fast forward to 2023 and the City is booming with historic attractions and destinations for residents and visitors to enjoy.

The Southport Historic District is home to 161 buildings, over half of which date back to the 1900's including the Fort Johnston Officers Quarters, the Walker Pike House and the former Brunswick County Court House.

Project Manager, Andrea Radford, specializes in Historic Preservation and will prioritize the preservation and enhancement of the City's rich historic features in every aspect of the planning process.

Land Use and Community Design Capacity & Land Use Suitability

We will conduct analysis of existing land use and land supply to understand capacity for growth in key areas of the City. A suitability analysis will determine areas most suitable for different types of development based on a variety of inputs. It is anticipated that suitability maps will be created for residential, commercial, industrial and conservation/open space. Exact land use types and inputs will be determined based on consultation with City staff. Typical inputs include proximity to existing and proposed roadways and utility infrastructure; proximity to schools, parks, and commercial areas; adjacent land uses; and understanding of existing land use patterns and environmental constraints.

The suitability analysis, survey and input from public meetings will be utilized by the Steering Committee, City staff, and the consultant team to inform future land use preferences including use-mix, scale, and design character. Deliverables for this task will be utilized to formulate the future land use map and associated character area recommendations.

Future Land Use

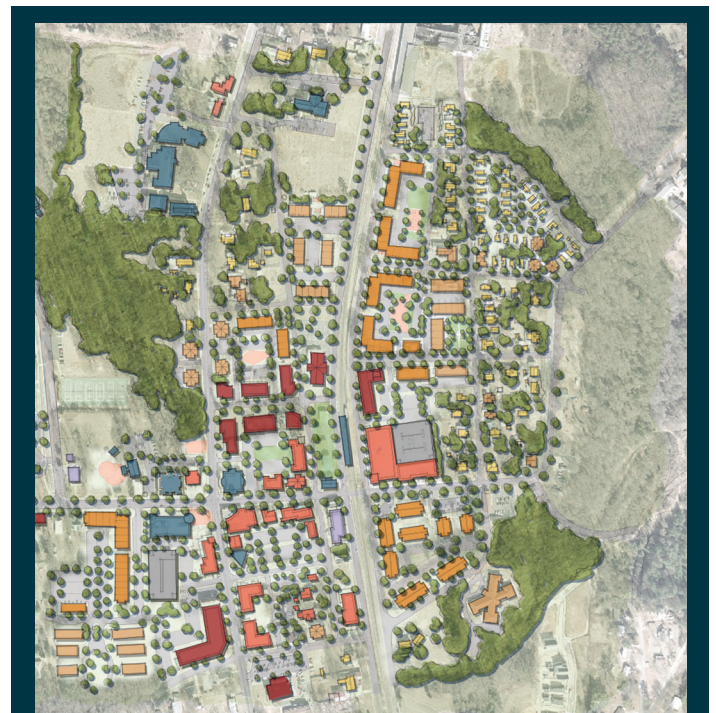
The project team will provide guidance on the future land use recommendations for different areas of the City. A growth framework map will be developed and revised to update the adopted Future Land Use Map. This will be a graphic representation of the City's vision as to where growth should occur as well as how established neighborhoods and natural resources can be protected from development.

Character Areas

The map will be supplemented with descriptions of land use character areas that will be brought to life using precedent imagery and/or conceptual diagrams that specify intended use mix, scale, density, and other physical design characteristics. Development of the Future Land Use Map and associated

character areas will be guided and informed by local goals, technical analysis, staff, and Steering Committee perspective. Ultimately, these character areas might be used to update existing development ordinances, overlay districts or achieve economic or conservation goals. Regional and national best practices will be reviewed and recommendations will provide guidance for future updates to the City's land use and development regulations.

Stewart will analyze and develop character area descriptions for the Central Business District/Downtown, Yacht Basin, Howe Street Corridor, and others which arise in the planning process.



The above graphic was created for the Town of Huntersville 2040 Community Plan Update. As part of the Comprehensive Planning process Stewart's planners and landscape architects will analyze key sections of the City and develop recommendations for context-sensitive infill and public realm improvements to add long-term value and address local priorities.

Economic Development

The plan will address the characteristics of the workforce, local and regional employment factors, recent trends, and an assessment of the local tax base. Recommendations will focus on supporting the long-term financial health of the City.

Housing

This element will assess the location, type, age and condition of existing housing stock, including demand for new housing, density, and occupancy characteristics. We expect to learn

about additional issues, including the role of second homes, vacation rentals, accessory dwellings, and affordability. Stewart understands the City's desire to preserve its residential areas and desire to create strong neighborhoods that support lifelong housing needs, including attainable, "affordable" or "workforce" housing strategies.

Transportation

The Transportation element of the plan will analyze the existing street network and previous plans related to roadway capacity and planned projects. Seasonal fluctuations in traffic and hot spots will be documented. Bicycle and pedestrian priorities will be identified. This will include confirming or updating priority projects from the City's pedestrian plan. Custom cross-section or facility type recommendations may be needed as well as guidance related to phasing and next steps.

Infrastructure and Services

This element of the comprehensive plan will include analysis and identification of priority infrastructure for water and wastewater; stormwater; solid waste disposal; police and fire protection; as well as medical, governmental and educational facilities.

PHASE III - IMPLEMENTATION & ADOPTION

Implementation

After the plan is in draft format, the Stewart team will conduct a work-session with planning staff and other City departments to discuss strategic goals, capital resources, and implementation steps. Potential amendments to existing development regulations and other design standards recommended during the Plan process may also be discussed. An implementation memo or table will be prepared noting time frame, prioritization, and projected cost of each

recommended action and will be used to inform the City's budgeting activities.

Plan Adoption

Plan adoption will be a collaboration between City staff and the Stewart Team to work through the Comprehensive Growth Plan adoption process. Key members of the Stewart team will be available to attend a Planning Board meeting to present the Draft Plan. We will also attend one Board of Alderman meeting to provide a plan status update and one meeting to present the final version of the plan recommended for adoption. Following the City's endorsement, the project team will advise the City in the submission of the plan for review by the Coastal Resources Commission.

Final Plan Document & Executive Summary

Following the public hearing process, a final set of plan documents will be provided to the City including plan document, executive summary, appendices, maps and map data, public engagement summaries, etc. The plan and key deliverables will be provided in an editable, electronic format. A minimum of 5 hard copies will also be provided.

Continuing Service Promise

As part of our Continuing Service promise, Stewart will be available by phone or email for six months following plan adoption to assist staff with questions about the plan and associated implementation. This continuing service is included in our base fee and is not an additional cost to the City. This service stems from Stewart's desire to remain a community partner, even after the contract has been fulfilled.



Cut-through and vacationer traffic is a seasonal issue in Coastal North Carolina. Stewart has worked with a number of communities in the Carolinas to address signage, street retrofits, and other multimodal improvement options.

PROJECT SCHEDULE

PROJECT SCHEDULE	2023					2024							2025											
	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4			
PHASE I - PROJECT APPROACH, INITIATION & ANALYSIS																								
Plan Assessment																								
Public Involvement Schedule																								
Project Brand																								
Existing Conditions Analysis																								
Survey																								
Steering Committee Meetings																								
PHASE II - VISIONING & PLAN DEVELOPMENT																								
Public Workshops																								
Draft Visions & Goals																								
Policy Recommendations																								
Draft Plan																								
Steering Committee Meetings																								
PHASE III - IMPLEMENTATION & ADOPTION																								
Implementation Strategies																								
Plan Adoption																								
Steering Committee Meetings																								
PHASE IV - CONTINUED SERVICES																								

● indicates meeting

PROPOSED WORKPLAN

Typically, a plan update of this scope and magnitude can be completed in 10-14 months, not including any associated Coastal Resources Commission review or certification time. The Stewart Team will work with the City staff to identify a timeline that is mutually agreeable, with the anticipation that 10-12 months as a target. The following timeline milestones are tentatively proposed, subject to further discussion with City staff.

START	MONTH 1	MONTH 3	MONTH 6	MONTH 10	MONTH 11	AFTER CRC CERTIFICATION
Contract Execution and Notice to Proceed	Administrative Kickoff Meeting Stakeholder Interviews Community Tour	Public Survey Draft Background Chapters	Public Workshop #2 Draft Plan Recommendations and Future Land Use Map	Planning Board Review and Recommendation	Board of Alderman Adoption Hearing and Referral to CRC for Review	Transfer Final Plan Document and Associated Deliverables Including Bound Plan Copies

COMMUNITY ENGAGEMENT PLAN

Community engagement is an ongoing, collaborative process between the consultant team, staff, and the citizens of The City of Southport. Ultimately, a successful public involvement process enhances community support and buy-in and bolsters the confidence of City leaders to implement future projects and prioritize resources. The Stewart team will support the City's efforts to involve residents, business owners, and other stakeholders using engaging and transparent methods to ensure all are aware of the comprehensive plan project and are given multiple opportunities to ask questions, voice preferences and priorities, and be part of the process.

Our approach begins with refining the community engagement process during the project kickoff in conjunction with staff. Visual branding of the project will be reflected in outreach materials and a specially created website or web page on the City website to raise awareness of the process and garner excitement throughout the community. Our team will assist with the formation of a diverse and balanced Steering Committee and stakeholder groups. In addition to, creating a customized public participation and engagement plan to ensure equitable community participation.

Updated recommendations for the plan topic areas, including Natural Resources, Historic, Cultural & Heritage Preservation & Enhancement, Land Use and Community Design, Economic

Development, Housing, Transportation, and Utilities & Infrastructure will be drafted based on feedback from staff, the steering committee and elected officials. Actionable items to be completed within the next 3 to 5 years will be crafted and collected in the implementation plan.



Stewart hosted a pop up booth at Siler City's Chicken Fest to solicit public input for the Comprehensive Plan Update.

STEWART'S PUBLIC ENGAGEMENT TECHNIQUES

LEADERSHIP & STAKEHOLDER INTERVIEWS One-on-one discussions within strategic groups 	STEERING COMMITTEE Creating a diverse committee composed of members of elected and appointed boards, citizens, business owners, and other key stakeholders is recommended to meet five times during the planning process and assist in developing the plan 	MULTI-MEDIA & ONLINE PUBLIC ENGAGEMENT Online and multi-media content can better engage stakeholders who may not be able to attend in person. Stewart has the capacity to conduct live, online events and create concise, engaging video clips to create and record public involvement efforts and capture comments	 SurveyMonkey 24/7 SURVEYS Ensure a complete cross-selection of the citizenry is polled
 FOCUS GROUP WORK SESSIONS Targeted meetings with community members at key stages of the planning process will guide the development of the plan and associated recommendations	INFO BOOTH/POP UP AT COMMUNITY EVENTS Pop up events are organized throughout the planning process to meet the community in a natural, relaxed environment and assess public feedback		MULTI-DAY VISIONING WORKSHOP/ CHARRETTES Design-oriented workshops, organized with leadership and staff, to gather public input on issues, priorities, recommendations and conceptual designs through an interactive, iterative design process
	PROJECT WEBSITE & SOCIAL MEDIA Provide materials and "post-able" updates to staff for the project web page, Facebook, Instagram, and/or Twitter	COMMUNITY OPEN HOUSE ONLINE MEETINGS Online meeting(s) where draft plan elements will be presented, and feedback documented to help guide plan development and implementation steps	

COST ESTIMATE

Stewart agrees to provide the planning consulting services outlined above for the following compensation:

DESCRIPTION: SCOPE OF SERVICES		FEE
COMPREHENSIVE PLAN		
PHASE I	Project Initiation and Analysis	\$26,000
	Initial Meetings (Kickoff & Tour)	\$3,000
	Data Collection and Plan Review	\$3,500
	Community Profile, Mapping and Analysis	\$4,500
	Public Participation Plan, Survey and Coordination	\$5,000
	Stakeholder Interviews and Board Meeting	\$4,000
	Steering Committee Meetings (2)	\$6,000
PHASE II	Visioning and Plan Development	\$55,000
	Public Workshops	\$10,000
	Vision and Goals	\$3,500
	Future Land Use and Concept Design	\$12,000
	Other Plan Elements	\$13,000
	Steering Committee Meetings (2)	\$6,000
	Draft Plan Document	\$6,500
	Status Updates and Coordination	\$4,000
PHASE III	Implementation and Adoption	\$18,500
	Implementation	\$4,500
	Adoption	\$5,000
	Final Plan Document and Executive Summary	\$6,000
	Status Updates and Coordination	\$3,000
EXPENSES		\$5,000
	TOTAL	\$104,500
ADDITIONAL TASKS		
	Additional Conceptual Designs	\$8,000 - \$10,000
	CommunityViz and/or ArcGIS Urban Modeling	\$10,000 - \$30,000
	Additional Public Meeting	\$6,000
	Enhanced Website/Survey Platform (i.e. PublicInput.com)	\$10,000-15,000
	Additional In-person Meetings	\$1,750 per person
	Additional Virtual Meetings	\$400 per person



STRONGER BY DESIGN
stewartinc.com



STATEMENT OF QUALIFICATIONS

City of Southport Comprehensive Plan

August 15, 2023



WithersRavenel
Our People. Your Success.

August 15, 2023

City of Southport
ATTN: Travis Henley, Director
Development Services
1029 N. Howe Street
Southport, NC 28461



SUBJECT: REQUEST FOR QUALIFICATIONS FOR COMPREHENSIVE PLAN

Dear Mr. Henley and Members of the Selection Committee:

The City of Southport's Comprehensive Plan will help bring together aspects of current and past planning efforts, public engagement today, and will take a fresh look at shaping the future. WithersRavenel is pleased to submit this proposal to support the City in this effort.

As a multidisciplinary firm of more than 400 employee-owners, we have built our business around planning and crafting memorable, livable, prosperous, and sustainable communities. This community planning effort will be collaborative, responsive to the community, data-rich, CAMA-compliant, and will address other factors for creating an all-inclusive comprehensive plan for achieving the community's shared goals.

By choosing to work with the WithersRavenel team, you can expect:

A unique team of community planning professionals and subject area experts with a passion for working to advance local community goals. The collective talents of our multidisciplinary team bring a unique perspective, enthusiasm, and diversity of thought that will create a quality plan informed by the best available data, analysis, and local perspectives.

A holistic project workflow that integrates an understanding of the past and present planning efforts. WithersRavenel has experience working with neighboring jurisdictions and our staff will bring that local knowledge along with fresh eyes and ears for understanding local concerns and vision.

Our understanding of how to move plans from paper to reality. Our planners have local government experience and understand how to create and implement a community-based plan. This plan will be both visionary and actionable.

Experienced project manager who has conducted successful comprehensive and CAMA Land Use Plan updates for many similarly-sized, coastal NC communities. Our planners focus nearly exclusively on working with small- to mid-sized communities just like Southport, and we understand the pressures that these "discovered" locations are facing.

I invite you to review our enclosed qualifications and approach to crafting the Plan. Our dedicated and talented team welcomes the opportunity to work on such an important project. Should you have any questions, please do not hesitate to contact me. Thank you for your consideration.

Sincerely,
WITHERSRAVENEL, INC.

A handwritten signature in black ink, appearing to read "Jay McLeod", with a long horizontal flourish extending to the right.

Jay McLeod, AICP
Project Manager, Director of Community Planning
919-747-4158
jmcleod@withersravenel.com

Project Overview

OUR PEOPLE YOUR SUCCESS.

WithersRavenel, headquartered in Cary, is an Employee Stock Ownership Plan (ESOP) company. Our more than 400 employee-owners excel at providing consulting services for our clients. Founded in October 1983 as Withers & Ravenel, Inc., WithersRavenel is equipped with more than 39 years of serving an array of clients and projects through innovative and cost-effective engineering solutions across North Carolina.

We are eminently qualified to execute this contract, having worked with numerous communities across North Carolina on comprehensive plans and a variety of additional planning projects.

MISSION STATEMENT, CORE VALUES

At WithersRavenel, our mission is to be the premier, multidisciplinary firm creating inspired places—one person, one project, and one community at a time. We show our commitment to our clients to achieve these goals by living our company's core values of **Integrity, Community, Quality, Sustainability, Respect, and Collaboration** in everything we do.



PROJECT CONTACT

Jay McLeod, AICP
Project Manager
137 S. Wilmington St., #200
Raleigh, NC 27601
919-747-4158
jmcLeod@withersravenel.com

OFFICE LOCATION

WithersRavenel Local Office
219 Station Road #101
Wilmington, NC 28405
910-256-9277
www.withersravenel.com



LOCATION OF OFFICES

In addition to our Cary headquarters, WithersRavenel maintains seven branch locations:

- » Asheville
- » Charlotte
- » Greensboro
- » Pittsboro
- » Raleigh
- » Southern Pines
- » Wilmington

This project will be performed primarily from our Wilmington and Raleigh offices with support from our other offices.

OUR PLANNING SERVICES

- » Comprehensive Planning
- » CAMA Land Use Plans
- » Public Engagement
- » Graphics & Documentation
- » Unified Development Ordinances
- » Chapter 160D Compliance
- » Landscape Architecture
- » Stormwater Management
- » Zoning & Subdivision Ordinances
- » Special Use Permits
- » Rezoning
- » Annexation
- » Development Plan Review
- » Developer Agreements & Amendments
- » Planned Unit Developments (PUD)
- » Zoning Permit Review



PROJECT UNDERSTANDING



The City of Southport is embarking on an update to its land use plan that will encompass not only state-required CAMA components, but also address other issues of local concern. This comprehensive CAMA land-use plan will include analysis and recommendations for natural resources, climate change and coastal hazards, historic and cultural preservation, land use and community design, housing, recreation, transportation, utility coordination, and action-oriented implementation.

WithersRavenel has successfully partnered with communities around the state on similar planning projects which utilize best available data, multidisciplinary professional expertise, and engaging public involvement. Our project team has experience successfully navigating the specifics of state CAMA requirements while also ensuring the final plan is responsive to citizens, local leadership, and prioritizes local goals as well as CAMA goals.

PLANNING WITH WITHERSRAVENEL

A holistic approach that considers people, culture, and planet

Our community planning team utilizes the full multidisciplinary expertise of the company, including planners, landscape architects, and parks and recreation professionals, as well as funding analysts, economic development specialists, policy drafting professionals, and civil engineers. From visioning to adoption, we consider how communities function for their residents, businesses, and constituents and find ways to achieve local goals.

Equitable engagement to promote buy-in, adoption, and implementation

WithersRavenel understands that a foundation of public involvement and ongoing engagement is the key to execution and success. We root our plans in a framework of public outreach to ensure documents are locally-focused, data-informed, and community-driven.

A living document to guide future action

Our community plans are organized to enable easy reference, providing answers to the everyday questions a local government may face from developers or citizens. Our planners' previous local government experience ensures an understanding of how plans and ordinances are used day-to-day.



Personnel Qualifications

ORGANIZATIONAL CHART

YOUR TEAM

The WithersRavenel team has built a strong work ethic with all of the selected team members for this project. Our diverse skill set, familiarity with the area, and collaborative project approach will enable us to handle any obstacle that is placed in front of us, allowing us to effectively meet project objectives and deadlines. Each of our team members was carefully selected and are complementary to the proposed team for the City's Comprehensive Plan project. This approach offers team continuity, ensuring that efforts are continued and redundancy is reduced.



BOB CHANDLER ■ CLIENT OFFICER

"Our People, Your Success" are not mere words for us—we go above and beyond through value-added approaches that we bring to our clients and projects. One way we put this philosophy into practice is a Client Officer, which is a complimentary service and will give this contract the attention it deserves. As Client Officer, Mr. Chandler will routinely check in with you to ensure all milestones for this project are being met and address any concerns or questions the City of Southport may have.



Personnel Qualifications



JAY MCLEOD, AICP

Project Manager

Mr. McLeod leads planners, designers, and engineers to create and update comprehensive, CAMA, and long-range land use plans and land development regulations for local governments. His focus is engaging the public and local leadership in creating user-friendly planning documents that are customized to the local needs, tolerances, and perspectives, and incorporate the best available data and decision-making tools.

EDUCATION

- » M.P.A., Urban and Regional Planning, University of Florida
- » M.S., Urban Ecology, University of Louisville
- » B.S., Biology, Florida State University

LICENSURE

- » American Institute of Certified Planners: NC, #268453

CONTACT: 919-238-0422, jmcleod@withersravenel.com

PROJECT EXPERIENCE

- » **See the list of CAMA Land Use Plan updates in the "Coastal Planning Expertise" section below.**
- » Comprehensive and CAMA Land Use Plan Update, Pasquotank County, NC. (*Previous employer*)
- » Comprehensive Land Use Plan Update, Kitty Hawk, NC. Project Manager (*Previous employer*)
- » Comprehensive Land Use Plan Update, Hamlet, NC. Planner
- » Downtown Master Plan, Indian Trail, NC. Planner
- » Land Use Plan Update and Comprehensive Plan, Maggie Valley, NC. Planner

COASTAL PLANNING EXPERTISE

Jay McLeod specializes in coastal planning and has successfully led nine CAMA land-use plan updates over the past five years. The following projects have specific relevance to the context of Southport (historic, intracoastal, waterfront business district, character rich, involved citizenry and land and business owners, etc.)

Town of Swansboro CAMA Land Use Plan – This quaint, intracoastal, historic, waterfront town wanted to capture their unique sense of place and establish a flexible future land use plan that would allow contextually compatible development.

City of Washington CAMA Comprehensive Plan – Public engagement was tailored to reach as many diverse perspectives as possible by holding some meetings directly in traditionally underrepresented and economically disadvantaged neighborhoods. This resulted in an inclusive plan that had something for everyone and helped bring residents together.

Town of Carolina Beach CAMA Land Use Plan – This plan involved balancing the tourism and real estate economies with the local feel and family-friendly character of the community while also recognizing areas that flood frequently.

Town of Beaufort Comprehensive and CAMA Land Use Plan – Residents were concerned about a recently approved, large new development and were ready for a different approach to growth that focuses on less floodprone areas while also minimizing public infrastructure in high-hazard areas. Significant public engagement, education, and discussion led to a plan that was embraced by the community.

Town of Beaufort Resilient Coastal Communities Program Coastal Hazard Resiliency Plan – During the CAMA land use plan update, the Town was also awarded a RCCP grant from the state. This separate analysis and public engagement helped further examine existing coastal hazards and vulnerabilities and identify potential mitigation projects. These additional data resources will be leveraged for coastal hazard vulnerability analysis in Southport.

Town of Manteo Comprehensive CAMA Land Use Plan – This historic, inner-coast, waterfront town used significant public polling and engagement in order to reaffirm their desire to keep their current character and development patterns in place while also recognizing a changing future flooding regime.

CAMA land-use plan updates were also conducted for: **Southern Shores, Kitty Hawk, Duck, and Pasquotank County.**



Personnel Qualifications



CINDY SZWARCKOP, AICP

Practice Area Lead, Design + Planning

Ms. Szwarczkop is WithersRavenel's Design + Planning Practice Area Lead. A certified planner, she has more than 27 years of experience focused on North Carolina land use planning, land entitlement, land development, municipal coordination, and project management experience. Her background working with local governments means she can help clients identify opportunities to improve their communities while also understanding the unique responsibilities of municipal leaders.

EDUCATION

- » M.A., Urban and Regional Planning, Virginia Tech
- » B.S., Public Administration & Political Science, James Madison University

LICENSURE

- » American Institute of Certified Planners: NC, #019412

PROJECT EXPERIENCE

- » Land Use Code Update, Surf City, NC. Practice Area Lead
- » Clayton Loop Road Park Master Plan, Clayton, NC. Practice Area Lead
- » Land Development Code Update, Cramerton, NC. Practice Area Lead
- » Downtown Master Plan, Indian Trail, NC. Practice Area Lead
- » Planning Services, Garner, NC. Practice Area Lead
- » Comprehensive Parks and Recreation Master Plan, Thomasville, NC. Practice Area Lead
- » Development Review Consulting, Cary, NC. Practice Area Lead
- » Downtown Streetscape, Thomasville, NC. Practice Area Lead



KAREN MALLO, AICP

Planner

Ms. Mallo's expertise includes preparation of comprehensive plans and small area studies, ordinance creation and revision, municipal plan review, as well as research and analysis. She has thorough knowledge of planning legislation and experience presenting at public meetings and hearings. She is well-versed in community engagement techniques, workshops, and public education methods. With a passion for urban design and planning, Ms. Mallo brings a variety of unique experiences, having over 25 years in public, private, and nonprofit sector planning, in North Carolina and throughout the country.

EDUCATION

- » M.C.R.P., City and Regional Planning, Clemson University
- » B.S., Environmental Planning and Design, Rutgers University

LICENSURE

- » American Institute of Certified Planners: NC, #100214

PROJECT EXPERIENCE

- » Land Use Plan Update and Comprehensive Plan, Maggie Valley, NC. Project Manager
- » Land Use Plan Update and Unified Development Ordinance, Elkin, NC. Planner
- » Comprehensive Plan, Benson, NC. Planner
- » Comprehensive Land Use Plan Update, Hamlet, NC. Planner
- » Land Use Code Update, Surf City, NC. Project Manager
- » Chapter 160D, UDO, & Land Use Plan Update, Elizabethtown, NC. Planner
- » Land Use Plan and Chapter 160D Text Amendments, Hamlet, NC. Project Manager
- » Chapter 160D Ordinance Updates, Wrightsville Beach, NC. Project Manager



Personnel Qualifications



GREG FELDMAN, CZO

Planner

Mr. Feldman is a professional planner with WithersRavenel. Mr. Feldman's previous planning roles were at the local government level, where he assisted in numerous ordinance amendments, development regulation strategies, and long-range planning efforts while serving as a current and long-range planner with Pender County. He is a Certified Zoning Official in the state of North Carolina and has a passion for helping communities reach their goals and aspirations while being sustainable.

EDUCATION

- » B.S., Urban and Regional Planning, East Carolina University

CERTIFICATIONS

- » Certified Zoning Official, North Carolina

PROJECT EXPERIENCE

- » Comprehensive Land Use Plan Update, Hamlet, NC. Planner
- » Land Use Plan Update and Comprehensive Plan, Maggie Valley, NC. Planner
- » UDC Update, Benson, NC. Planner
- » On-Call Planning Services, Canton, NC. Planner
- » Resiliency Public Engagement, New Bern, NC. Planner
- » Sanford Area Growth Alliance Strategy, Sanford, NC. Planner
- » Parks and Recreation Master Plan, Four Oaks, NC. Planner
- » Parks and Recreation Comprehensive Master Plan, Siler City, NC. Planner



DANIEL RAUH, AICP

Planner

Mr. Rauh is a community planner for WithersRavenel. His experience includes long range and comprehensive planning, parks and recreation system plans, development code writing and analysis, site conditions assessment and due diligence, GIS data compilation and analysis, and ADA planning and accessibility research.

EDUCATION

- » M.S., City and Environmental Planning, University of Virginia
- » B.S., Environmental Policy and Planning, Virginia Tech

LICENSURE

- » American Institute of Certified Planners: NC, #031230

PROJECT EXPERIENCE

- » Chapter 160D, UDO, & Land Use Plan Update, Elizabethtown, NC. Project Manager
- » Town-Wide Comprehensive Master Plan, Elkin, NC. Planner
- » Comprehensive Land Use Plan, Benson, NC. Project Manager
- » Comprehensive Plan, Nashville, NC. Project Manager
- » Land Use Plan Update and Comprehensive Plan, Maggie Valley, NC. Planner
- » Land Use Plan, Hamlet, NC. Planner
- » Downtown Development Master Plan, Four Oaks, NC. Staff Team
- » Land Use Plan Update and Unified Development Ordinance, Elkin, NC. Project Manager
- » ADA Transition Plan, Wendell, NC. Planner
- » ADA Transition Plan, Yadkinville, NC. Planner



Personnel Qualifications



LIZA MONROE ■ Engagement Specialist

Ms. Monroe's planning experience includes long range and comprehensive planning, development code writing and analysis, and legislative and quasi-judicial hearings across both the public and private sector. She has worked extensively with elected and appointed officials, stakeholders, and private firms across the Carolinas. She is also skilled in equitable community engagement, and working with municipalities to draft engagement plans that aim to reach all constituents.

EDUCATION

- » B.S., Urban and Regional Planning, East Carolina University

PROJECT EXPERIENCE

- » Resiliency Services Public Engagement, New Bern, NC. Community Engagement
- » UDC Update, Benson, NC. Planner
- » Planning Services, Canton, NC. Planner
- » Land Use Planning Effort, Four Oaks, NC. Planner
- » Unified Development Ordinance and Land Use Plan Update, Elkin, NC. Planner
- » Chapter 160D, UDO, & Land Use Plan Update, Elizabethtown, NC. Planner



RIFAT SHARMIN, SITES AP ■ Graphic/Landscape Designer

Ms. Sharmin has experience in landscape design, planting plan, and illustrative rendering. Her responsibilities include site design, landscape plan, conceptual and detailed renderings, and construction details for residential, parks, and streetscape projects. She strives for creating the best user experience by incorporating accessibility and functionality into a space, in addition to the visual aesthetics.

PROJECT EXPERIENCE

- » Comprehensive Land Use Plan, Benson, NC. Landscape Designer
- » Municipal Campus, Boone, NC. Landscape Designer
- » UDO and Land Use Plan Update, Elkin, NC. Landscape Designer
- » Downtown Development Master Plan, Four Oaks, NC. Landscape Designer
- » Downtown Master Plan, Indian Trail, NC. Landscape Designer
- » Comprehensive Plan, Nashville, NC. Landscape Designer

EDUCATION

- » M.L.A., North Carolina State University
- » B.S., Architecture, Bangladesh University of Engineering & Technology

LICENSURE

- » SITES Accredited Professional



PARALEE SMITH ■ Planner/Designer

Ms. Smith is a Planner at WithersRavenel with experience at the private and municipal level in a wealth of planning disciplines. Her municipal experience includes stints as the Development Services Coordinator for the Town of Clayton, coordinating developers' work with the staff professionals in the town. Later, as a Planning Technician for the Town of Apex, she worked with applications for everything from zoning compliance to rezoning site plans and permitting.

PROJECT EXPERIENCE

- » On-Call Planning Services, Canton, NC. Planner
- » Land Use Plan, Hamlet, NC. Planner
- » On-Call Planning Services, Pembroke, NC. Planner
- » Parks and Recreation Comprehensive Master Plan, Siler City, NC. Planner
- » CDBG-I Water Rehabilitation, Maxton, NC. Staff Professional

EDUCATION

- » A.A., Liberal Arts & Sciences, Wake Technical Community College
- » Business Administration, York College of Pennsylvania



Personnel Qualifications



DORI SABEH, PE, GISP ■ **Stormwater Engineer**

Mr. Sabeh is a seasoned engineer and project manager with more than 20 years of experience working on a variety of municipal, water resources, and transportation projects for the public and private sectors. His technical expertise includes hydrologic and hydraulic modeling, natural systems protection and restoration, watershed management master plans, stormwater infrastructure design, and dam engineering.

EDUCATION

- » M.S., Civil and Environmental Engineering, University of South Florida
- » B.S., Civil Engineering, St. Joseph's University

LICENSURE

- » Professional Engineer: NC, 047183
- » GIS Professional: NC, #67848

PROJECT EXPERIENCE

- » On-Call Stormwater Project Area 13 Revisions, Nags Head, NC. Project Engineer
- » Duffyfield Stormwater Enhancements, New Bern, NC. Project Engineer
- » West 5th Street Culverts Replacement, Siler City, NC. Project Manager (*Previous employer*)
- » 107 Center Drive Drainage Improvement, Siler City, NC. Project Manager (*Previous employer*)



AMANDA WHITAKER ■ **Director of Funding**

Ms. Whitaker's experience is concentrated in grant writing, grant administration, and community and economic development projects. She has successfully written and administered grants for projects all over North Carolina for economic development, planning initiatives, neighborhood stabilization, housing rehabilitation, parks and recreation, public infrastructure, and downtown revitalization.

EDUCATION

- » M.P.A., Community and Economic, UNC Greensboro
- » B.A., Political Science, North Carolina State University

CERTIFICATION

- » Community Development Academy, UNC Chapel Hill

PROJECT EXPERIENCE

- » Planning Services, Apex, NC. Funding Specialist
- » Resiliency Consulting Services, New Bern, NC. Project Manager
- » LASII Stormwater Planning Application, Dunn, NC. Project Manager
- » LASII Stormwater Planning Application, New Bern, NC. Project Manager
- » Golden LEAF Grant Administration, Sanford, NC. Project Manager
- » AIA Water and Sewer Applications, Jefferson, NC. Project Manager



ALEX CHEEK, EI ■ **Utilities Coordinator**

Mr. Cheek has a bounty of work experience in water and sewer design, including collection systems and pump stations. He creates drawings using AutoCAD Civil3D and prepares permit documents, technical specifications, and bid documents. Additionally, he has experience writing in utilities coordination, along with preparing engineering and environmental reports.

PROJECT EXPERIENCE

- » CFPWA Elkmont Well Rehabilitation, New Hanover County, NC. Staff Professional
- » Old Nags Head Cove Waterline Replacement, Nags Head, NC. Staff Professional
- » Water SRF Project, Brunswick County, NC. Staff Professional
- » CFPWA Castle Hayne Sewer Expansion, New Hanover County, NC. Staff Professional
- » Golden LEAF Assessment of I/I, Dunn, NC. Staff Professional
- » CDBG-I Water Rehabilitation, Maxton, NC. Staff Professional

EDUCATION

- » B.S., Environmental Engineering, North Carolina State University

LICENSURE

- » Engineer Intern



Personnel Qualifications



TROY BEASLEY ■ Environmental Scientist

Mr. Beasley is a senior environmental project manager who specializes in coordination with local, state, and federal regulatory agencies for environmental permitting and consistency with current regulations. His experience includes environmental assessments of property for due diligence, wetland delineations, endangered species surveys, CAMA permitting, riparian buffer coordination and permitting, and Section 401/404 environmental permitting.

EDUCATION

- » B.A., Parks & Recreation, Natural Resources Management, UNC Wilmington

CERTIFICATIONS

- » Wetland Delineations, Hydric Soils, Endangered Species

PROJECT EXPERIENCE

- » Duffyfield Stormwater Enhancements, New Bern, NC. Environmental Scientist
- » Stormwater Rehabilitation Phase 2, Wrightsville Beach, NC. Environmental Scientist
- » Yadkin Road Drainage, Fayetteville, NC. Environmental Scientist
- » Airlie Gardens Stormwater, Wilmington, NC. Environmental Scientist



ARTHUR SALIDO, PH.D. ■ Economic Developer

As Director of Economic Development, Dr. Salido helps communities across NC understand, leverage, and build local assets and resources for growth, prosperity, and resiliency. His background in public and private sector economic development, executive leadership, community engagement, and process management allows him to lead our clients to long-term success on a variety of projects and strategic initiatives.

EDUCATION

- » Ph.D., Analytical Chemistry, Wake Forest University
- » M.B.A., Western Carolina University
- » B.A., Chemistry, Vanderbilt University

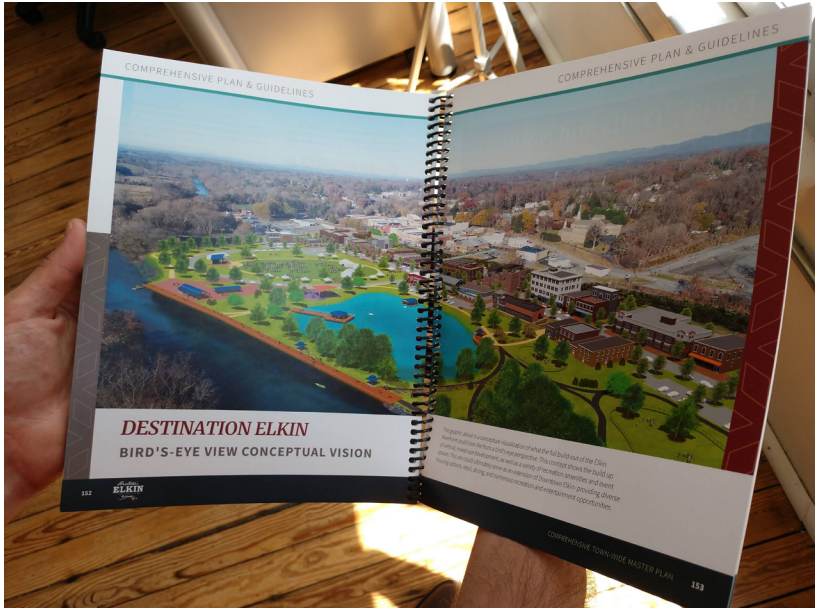
PROJECT EXPERIENCE

- » Comprehensive Economic Development Strategy, Southeastern Economic Development Commission, Elizabethtown, NC. Project Manager
- » Golden LEAF Site Development Program, Various sites, NC. Project Manager
- » Economic Development Strategy, Jackson County, NC. Project Manager
- » Sanford Area Growth Alliance Strategy, Sanford, NC. Project Manager

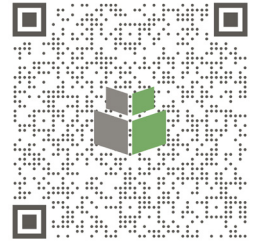
Name	Project Roles	Hourly Rate	Availability
Jay McLeod	Project management, plan development, team organization	\$230	60%
Bob Chandler	Client communication and project coordination	Complimentary	As needed
Cindy Szwarcop	Oversight, resource development, QA/QC services	\$245	20%
Karen Mallo	Plan development, research, analysis, project services	\$190	40%
Greg Feldman	Plan development, research, analysis, project services	\$140	55%
Daniel Rauh	Plan development, research, analysis, project services	\$165	40%
Liza Monroe	Leads community engagement, project services	\$120	45%
Rifat Sharmin	Deliverable compilation and design, landscape architecture	\$140	50%
Para Smith	Deliverable compilation and design, plan development	\$120	55%
Dori Sabeh	As-needed stormwater engineering and consulting	\$230	As needed
Amanda Whitaker	As-needed grant/loan identification and consulting	\$230	As needed
Alex Cheek	As-needed water/sewer engineering and consulting	\$140	As needed
Troy Beasley	As-needed CAMA consulting and environmental services	\$230	As needed
Arthur Salido	As-needed economic development advising and services	\$230	As needed

Town-Wide Comprehensive Master Plan

ELKIN, NC



Scan the QR code to view the Town of Elkin 2030 Comprehensive Town-wide Master Plan



WithersRavenel's Town of Elkin 2030 Comprehensive Town-wide Master Plan is a strategic guide that serves as a framework for the future of Elkin.

Developed through an extensive process of community involvement and stakeholder input, the plan represents the shared vision of what the community wants to become, and action-oriented implementation strategies that will help them get there. Completed over a nine-month period, the Plan includes a review of existing plans, analysis of existing conditions, community and stakeholder involvement, the creation of a vision for development, planning recommendations, implementation strategies, and priority action items.

As a comprehensive resource, this plan is intended to influence multiple facets of Elkin, including but not limited to updated policies and ordinances, development plans, infrastructure and utilities, transportation, parks and greenways, brownfield and infield development policies, streetscape redevelopment, and recommended revisions to land use and zoning maps.

Community engagement aspects included:

- » Two-day vision workshop at multiple locations with interactive mapping and visioning exercises
- » Project presentations at Town special events
- » Online survey administered through QR-Code handouts

PROJECT REFERENCE

Brent Cornelison
Town Manager
bcornelison@elkinnc.org
336-258-8900

KEY FEATURES

- » Comprehensive Plan
- » Community Engagement
- » Document Development
- » Vision and Implementation



Project Experience

Comprehensive Land Use Plan

BENSON, NC

WithersRavenel worked with the Town of Benson to prepare the Comprehensive Plan, a document that serves as a blueprint for the community's future. The principal design philosophy of this plan was that the document should fundamentally be shaped by those that live, work, and play within Benson.

Over the nine months developing the plan, WithersRavenel conducted iterative public outreach through workshops, interviews, and a project stakeholder group. Participants were encouraged to discuss values and goals associated with infrastructure, parks, mobility, land use, and many other elements of the plan.

The resulting document provides a detailed analysis of historical and recent demographic trends, previous planning efforts, plan vision/goals, and recommended actions. A future land use map was also developed as part of this plan, and includes community-driven, professionally vetted designs for the Town's future growth.



Scan the QR code to view the Town of Benson Comprehensive Plan

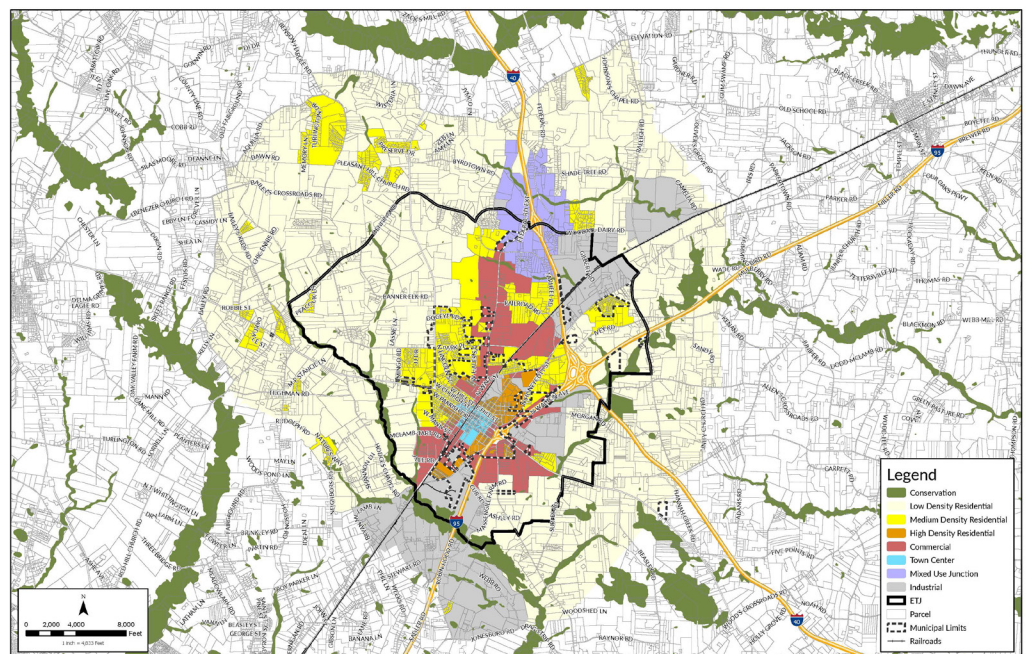


PROJECT REFERENCE

Kimberly Pickett
Town Manager
kpickett@townofbenson.com
919-894-3553

KEY FEATURES

- » Comprehensive Plan
- » Community Engagement
- » Document Development
- » Future Land Use
- » Review of Historical Plans
- » Visioning and Implementation



Comprehensive Plan

NASHVILLE, NC



**Scan the QR code to view
the Town of Nashville
Comprehensive Plan**



The Town of Nashville Comprehensive Plan is a product of the close work between WithersRavenel and the Town of Nashville.

The Steering Committee, with support from WithersRavenel, oversaw the development of the plan's vision, goals, and recommendations. Materials from these meetings were brought before the public in a series of public workshops to allow Nashville stakeholders to contribute to the development of the plan.

Plan development began with detailed interviews of various industry experts and iterative work with the project Steering Committee. Initial work with the Town involved discussions of the following:

- » Land use
- » Community character
- » Utilities
- » Parks/recreation
- » Economic development

PROJECT REFERENCE

Randy Lansing
Town Manager
randy.lansing@townofnashvillenc.gov
252-459-4511

KEY FEATURES

- » Comprehensive Plan
- » Community Engagement
- » Document Development
- » Vision and Implementation

A holistic list of measurable tasks was developed to achieve the plan's vision. Each task included a time frame for completion, responsible agencies, and complementary tasks.

In addition to the town-wide recommendations made through the plan, WithersRavenel looked at three locations within the Town that warranted closer inspection. Staff evaluated the three locations within Town and provided detailed recommendations and concept plans for future implementation.



ADDITIONAL WITHERSRAVENEL EXPERIENCE

Municipality	Project	Key Features
Benson	Unified Development Code Update	Development of regulation/ordinance update, stakeholder interviews and engagement
Cramerton	Land Development Code Update	Development of regulation update, community engagement
Elizabethtown	UDO and Land Use Plan Update	Ordinance update, community engagement, future land-use mapping
Elkin	UDO and Land Use Plan Update	Ordinance rewriting, community engagement, updating zoning map, future land use map
Four Oaks	Land Use Plan Analysis and Update	Plan research and development, community engagement
Hamlet	Land Use Plan	Ordinance update, community engagement, future land-use mapping
Maggie Valley	Land Use Update and Comprehensive Plan	Plan research and development, community engagement, short- and long-term action items
New Bern	Resiliency Planning Initiative	Community engagement, project development to enhance resiliency and disaster response
Southport	Development Fiscal Impact Analysis	Infrastructure analysis, cost-benefit analysis, study, interactive deliverables
Surf City	Land Use Code Update	Ordinance update, CAMA considerations
Washington	Chapter 160D and Zoning Update	Ordinance updates, community engagement

REFERENCES

At WithersRavenel, the ultimate award is objectives met, results achieved, and clients satisfied. As a North Carolina-based firm, WithersRavenel focuses on delivering big city capabilities to smaller North Carolina municipalities. Our clients often attest to our responsiveness, ability to stay on budget and schedule, and innovative techniques on projects. In addition to the references provided with our project examples, the references below worked specifically with Project Manager Jay McLeod on coastal planning projects.

TOWN OF BEAUFORT

Kyle Garner

Planning Director
701 Front Street
Beaufort, NC 28516
k.garner@beaufortnc.org
252-728-2141

TOWN OF SWANSBORO

Andrea Correll

Town Planner
601 W. Corbett Avenue
Swansboro, NC 28584
acorrell@ci.swansboro.nc.us
919-567-4020

TOWN OF MANTEO

Melissa Dickerson

Town Manager (former Planning Director)
407 Budleigh Street
Manteo, NC 27954
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252-473-4112

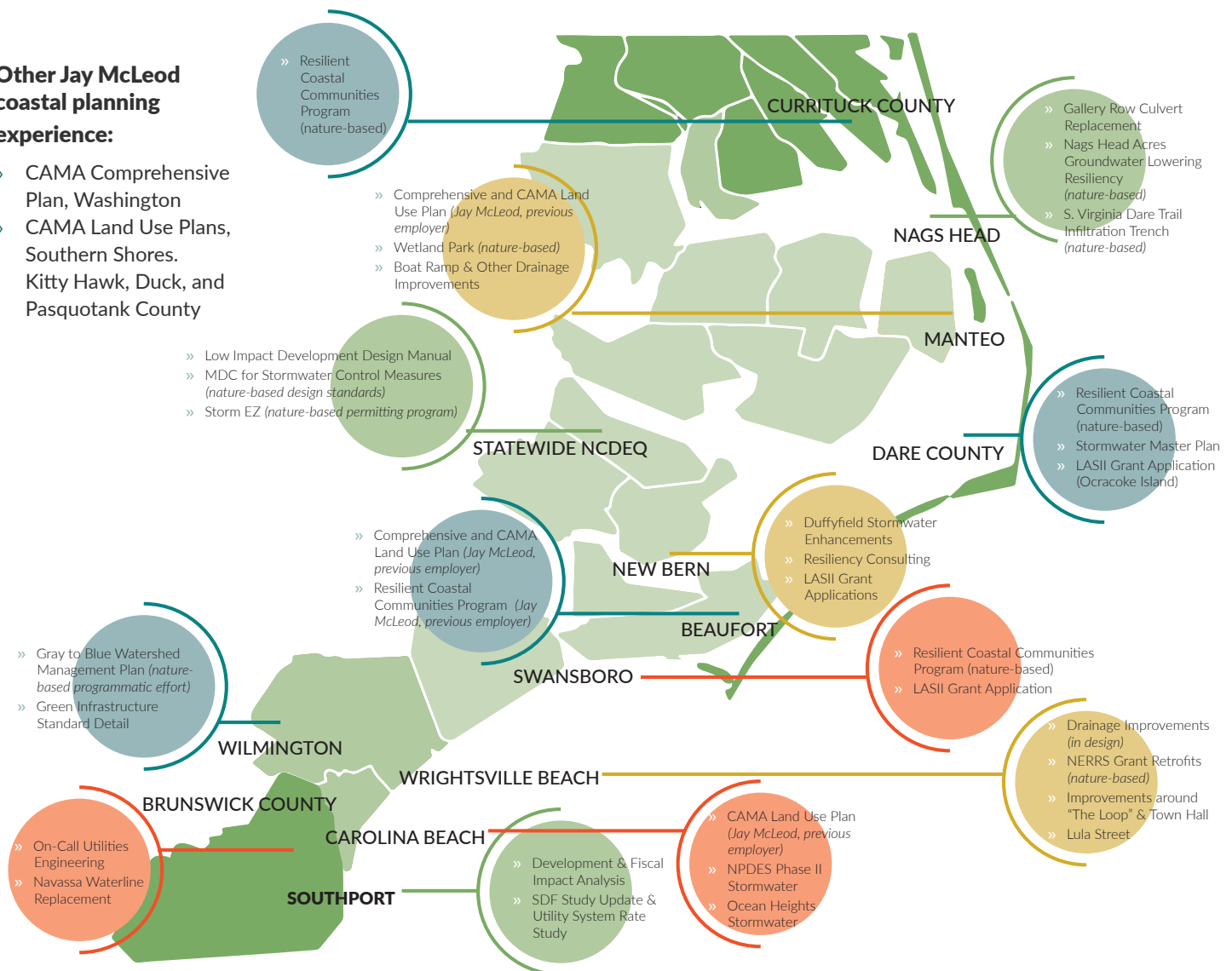
Project Experience

WORKING IN THE COASTAL REGION

From our local office at **219 Station Road #101 in Wilmington**, in addition to our Raleigh and Cary offices, WithersRavenel and key members of the project team have worked with a variety of clients along the coast. A selection of the regional projects and clients that we have worked with on planning, stormwater and CAMA-related initiatives are listed below.

Other Jay McLeod coastal planning experience:

- » CAMA Comprehensive Plan, Washington
- » CAMA Land Use Plans, Southern Shores, Kitty Hawk, Duck, and Pasquotank County



Additional municipal clients that WithersRavenel works with in the region on various projects and contracts include:

- | | | | |
|------------------------|------------------|-----------------|---------------|
| » Ayden | » Elizabeth City | » Kinston | » Surf City |
| » Bald Head Island | » Elizabethtown | » Kure Beach | » Trent Woods |
| » Belville | » Goldsboro | » Leland | » Washington |
| » Boiling Spring Lakes | » Havelock | » Morehead City | » White Lake |
| » Bolton | » Hertford | » Mount Olive | » Whiteville |
| » Burgaw | » Holly Ridge | » Onslow County | |
| » Cape Carteret | » Jacksonville | » Plymouth | |

PROPOSAL OVERVIEW: SCOPE OF SERVICES

The project team will work with City staff to identify relevant stakeholders, existing information stock, and necessary components to deliver a high-quality, graphically-rich plan document. The proposed planning process has been successfully deployed in other coastal communities in the past, but is also flexible enough to be customized to specific local considerations identified during the planning process.

PHASE 1: INITIATION AND ANALYSIS

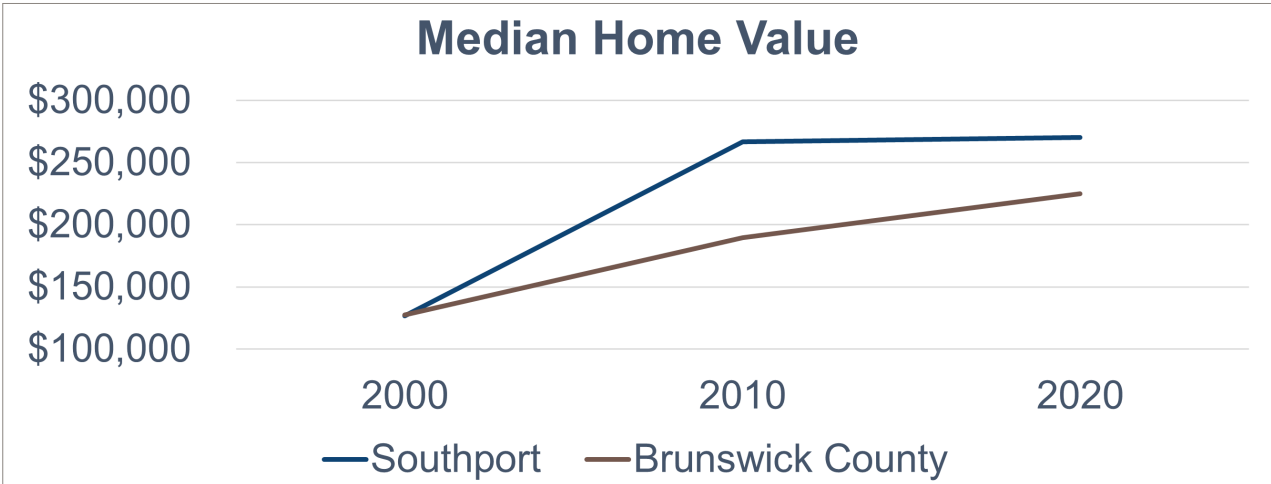
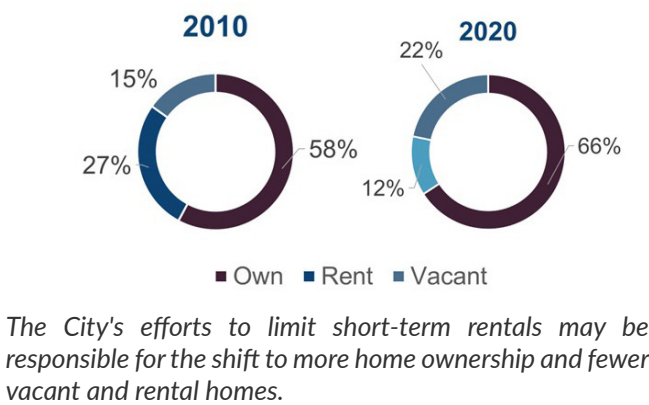
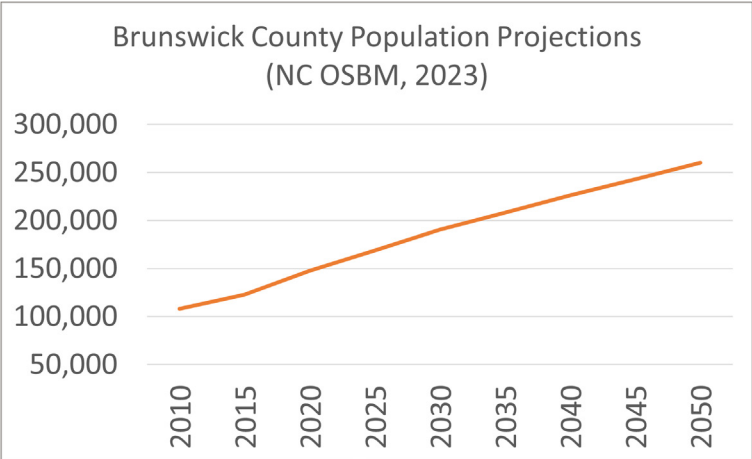
There are three main components to initiating the planning process: administrative kickoff, background research and plans review, and initial community kickoff. In this initial phase, fact-finding, listening, and learning are key to get the public involved early and build a shared understanding that will lead to support later on in the process.

Administrative Kickoff

The administrative kickoff meeting will be with City staff to discuss roles and responsibilities, verify data needs and assets, review and refine a project schedule and public participation plan, identify key stakeholders and local experts, identify a steering committee, and schedule the community kickoff. This meeting will create the “roadmap” for the project.

Background Research, Mapping, and Plans Review

The project team will review and identify existing and needed data resources and plans for review. Relevant census, socioeconomic, and demographic data, including full-time and seasonal population projections for the 30-year time horizon, will be assembled to provide the basis of the community profile.



Census data can help inform additional investigations at the local level which might involve assessment of building permits, recent development approvals, and local sentiment.



Proposal

City, county, and state GIS data will be harvested and used to create informative maps to convey existing conditions. A series of analytical maps will also be generated, including, but not necessarily limited to, a land-supply map (quantifying the cost of existing and future development showing areas potentially able to support future growth) and an existing land-use map (which examines the use of land currently today).

TYPICAL MAPPING DELIVERABLES

- » **Existing Land Use Inventory**
- » **Environmental Constraints Map (Floodplains, Wetlands, Vulnerable Areas, and other sensitive resources)**
- » **Multi-modal Transportation Inventory**
- » **Infrastructure and Services (Water, Sewer, Storm, Electric, Gas, Police, Fire, and EMS, as appropriate)**
- » **Parks, Recreation, Conservation, and Open Spaces**
- » **Cultural and Historic Resources and other major community cornerstones or social resources**
- » **All CAMA-required mapping**

Adopted local plans (as identified in the RFQ) will be reviewed and relevant information will be pulled forward into the plan development process. In addition, the project team will also review local water supply plans, environmental water quality data, sea level rise and coastal hazard data, transportation and mobility (pedestrian, bicycle, STIP, CTP, etc.) plans, design and historic preservation planning, capital improvement plans, and all necessary data to satisfy the CAMA legislation including the following:

- » Areas of environmental concern
- » Soil characteristics
- » Water quality classifications, including shellfish growing areas and primary nursery areas
- » Flood and natural hazard areas, including storm surge
- » Environmentally fragile areas, including wetlands, biodiversity, and habitat
- » Water supply and wellhead protection areas

This extensive plan and data review will be presented to the steering committee and the public and will become the initial pool of shared information that begins the planning process. It will later be augmented by further investigation and analysis and public input and direction.

VULNERABILITY ASSESSMENT

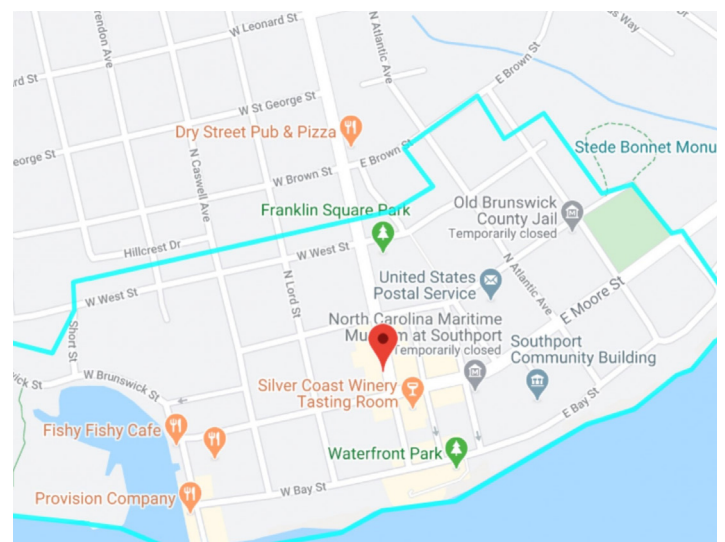
Rising seas are a significant threat to coastal North Carolina's communities, especially those with historic waterfronts. The project team will use the best available data from NOAA, NCEM, and other scientific resources to communicate that risk to the public and decision-makers. Previous project team experience in the Resilient Coastal Communities Program for the Town of Beaufort provides a framework for addressing these hazard vulnerabilities.

Community Kickoff

The community kickoff event will be a day-long series of on-site events to learn from local subject area experts, regulatory agencies, and concerned stakeholders.

Stakeholder interviews

Stakeholders will be assembled for small-group, in-person roundtable interviews. Typically these take the form of three to six, one-hour long roundtable meetings.. They could include City board or committee representatives, local business groups or major employers, knowledgeable local residents or community leaders, members of nonprofits or agencies (tourism, housing, NCDOT, historic preservation, MOTSU, Brunswick County, etc.), environmental groups, or any stakeholders locally identified as a good starting point for beginning to understand the issues and opportunities in Southport.



Recent progress in preserving what makes Southport unique, like its historical value, should be celebrated and continued.



Public open house or coffee talk

A public open house event will also be conducted to introduce the planning process to the general public and share the existing information gathered. Involving community members at the very beginning will help build trust and lines of communication as well as get people excited to participate and spread the word. This event might be a traditional evening meeting, a table at a local event (concert, farmer's market, Third Tuesday, Southport Symposium, etc.) or might be an early morning coffee talk where residents could drop in and grab a cup of joe on their way to work.

Steering committee

The steering committee will also be introduced to the project team, review the project schedule, and understand their role and responsibility to provide local perspective during the plan development process. They will review and comment on all aspects of plan development. Typically the Planning Board is already authorized to function in this manner by local ordinances, but final plan adoption is at the discretion of the Board of Aldermen. Regardless, both the Planning Board and the Board of Aldermen will be regularly updated during the plan development process.

Staff coordination

City staff will have regular updates from the project team and be in close coordination throughout the plan update process. These calls will help mark milestones, develop updates for leadership, and set up upcoming events for public involvement.

PHASE 2: VISIONING AND PLAN DEVELOPMENT

Through listening and understanding community values and concerns, the project team will create a community vision statement and associated community goals.

Community Survey

The project team is experienced in crafting customized survey instruments that will gauge community quality of life, values, priorities, and goals. It will assess satisfaction with previous planning efforts and accomplishments. An online and hardcopy survey will be developed that will gauge local values, preferences, and priorities. Illustrations or photos will be used as needed for any graphical preference questions. The results will be summarized in an easy-to-understand format accented with helpful infographics.



Our team is familiar with the area and visited to get a feel for the existing character. The project team has successfully helped other communities plan for a changing future while also keeping unique values and character that are treasured locally.

Community Visioning and Goals

The shared vision and goals of the community will shape all plan recommendations and action items, including the future land use map. Engaging the public and local leadership in the visioning process is key, and the team at WithersRavenel will work to capture the vision in an overall statement that will lead the way for goal-making. Goals will be aligned with ongoing planning efforts to provide cohesion and support between initiatives. The project team has extensive experience crafting locally-significant vision and goal statements that are actionable.



Steering Committee and Public Open House Workshop

Again, the steering committee will be consulted along the way to ensure the vision and goals correctly reflect the sentiments expressed and captured from the general public. The entirety of information assembled prior (Community Profile, mapping, survey results, previous public and stakeholder input, draft vision/goals, etc.) will be rolled out to the general public in an in-person, open-house format for review and discussion. Interactive stations will allow attendees to learn, review, and comment on the assembled materials. There will also be an inquiry about values, vision, and priorities to help inform development of meaningful community goals. The input gathered will be used to refine the materials and will be used moving forward to guide development of the plan recommendations in coordination with additional steering committee input.

Focus Areas

Certain areas in Southport are highly visible or play a key role in the identity and lived experience of residents and visitors. The project team, in coordination with WithersRavenel's landscape architects, will identify the local desires for signature places such as the downtown (aka central business district), the yacht basin, and the Howe Street corridor. Public input may also identify other areas for study. Best practices recommendations will be crafted to help enhance these areas and continue to foster their visibility and prosperity. The project team will solicit input during public engagement events and provide guidance and recommendations for each location.



These signature areas contribute significantly to the Southport experience that visitors and residents cherish.

Components

Although the plan will contain all the elements to allow it to be approved by the NC Coastal Resources Commission as "CAMA-compliant", to be a successful local document it must also address all the important local issues that the state is unconcerned with. This plan will lay the framework for moving the community forward and will address components such as:

- » Natural resources and environmental quality
- » Mitigation of and resiliency to rising seas and coastal hazards
- » Historic and cultural preservation and enhancement
- » Housing
- » Parks and recreation
- » Character and identify
- » Vision and values
- » Future land use and growth
- » Transportation and mobility
- » Utility coordination
- » Action items for implementation

USER-FRIENDLY DELIVERABLES

Plans should be technically-informed and precise, but also need to be user-friendly, and easy to understand. WithersRavenel's planners and graphic designers use charts, tables, maps, imagery, pictures, and best graphic design principles to create plans that are engaging and readable for everyday folks. Plan deliverables for the City of Southport will be valuable tools for municipal government but also accessible for residents.

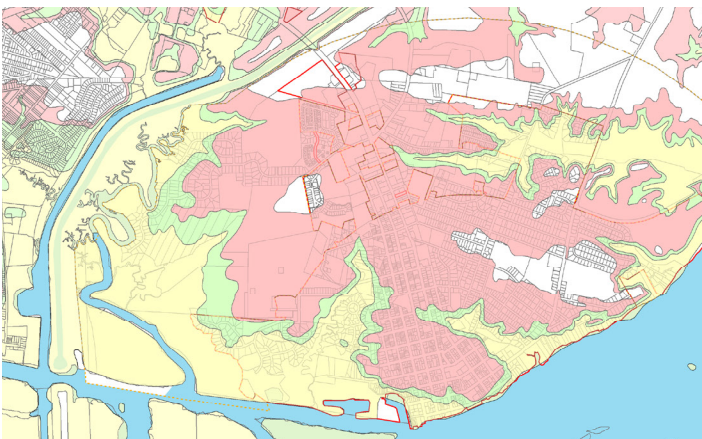
Writing the Plan

Although the project team will be tasked with assembling and understanding the public input and technical data and transforming that into an actionable, inspiring plan document, the steering committee will be integral in reviewing every chapter and advising on every component and part of the plan document. This will take place through a series of meetings and feedback sessions. This partnership will ensure the plan is informed by technical analysis and best practices, but tempered and aligned to local values and perspectives.



Future Land Use

The project team has extensive experience working with local staff, stakeholders, and leadership to craft custom-tailored future land-use character areas and a future land-use map to implement the community's chosen growth strategy. This map will be informed by the previously described analyses and other tools developed by the project team specifically for Southport. The team's previous experience working in local government mean that the descriptions will be actionable and provide the guidance for decision-makers during rezonings. They will incorporate imagery, design guidance, and other objective and subjective standards to ensure they provide solid guidance for future decision-makers.



NOAA projects that areas in the downtown waterfront and the yacht basin, as well as areas along Price Creek and Cottage Creek, will be inundated in the year 2070 unless mitigating actions are taken. The City is also quite vulnerable to storm surge. The Future Land Use Map will help balance public and private risk and investment in these areas.

Plan Recommendations

Based on the assembled data, public input, and guidance from local leadership, the WithersRavenel project team will develop targeted recommendations to implement the plan goals. The plan recommendations will outline and prioritize the steps, stakeholders, and funding needed to achieve the vision created in this plan. While this process is being completed, the project team will work to ensure the plan is achievable and truly representative of local needs and desires. This portion of the plan will also include implementation action steps to ensure the plan is immediately put into action.

PHASE 3: REFINEMENT AND ADOPTION

The plan development process continues through a series of rollouts and refinements that will ultimately lead to adoption at a public hearing and then review and certification by the North Carolina Coastal Resources Commission.

Plan Rollout

After the steering committee has advised and shaped the plan, but still in draft form, it will be presented to the Board of Aldermen for direction and guidance and also rolled out to the public for their input. A presentation will recap the process and highlights of the plan and the remainder of the meeting will be reserved for question-and-answer and open discussion with attendees. This will ensure multiple levels of public engagement.

Planning Board Recommendation

The Planning Board will have been involved throughout the process, and a member of the project team will attend and present the adoption draft of the plan at an official meeting of the board. This public meeting will provide additional time for the public to review and make final comments before plan consideration by the Board of Aldermen.

Public Hearing

Following Planning Board recommendation, the project team will present the adoption draft of the plan to the Board of Aldermen for their approval and recommendation to forward the plan to the state for CAMA certification. This public meeting will be another chance for public involvement and comment.



Proposal

CAMA Review and Certification

Following the recommendation of the Board of Aldermen to forward the plan to the Coastal Resources Commission for their review and certification, the project team will assist City staff with the appropriate procedures, advertisements, and legal requirements. The project team will standby until comments are received (if any) and will address those comments with guidance from City staff and ensure that the plan is seen through to certification. The project team has had CAMA plans reviewed in all three coastal divisions and understands the procedure and process for review and approval.

Continuing Service

A land-use plan is a living document and despite the significant public engagement during the plan development process, there may be an adjustment period following its adoption. As part of our commitment to being community partners with the residents and government of Southport, members

REGULATORY CONSIDERATIONS

The project team has extensive experience assessing the status and effectiveness of land development, subdivision, and zoning regulations. Analysis and assessment of current ordinances may be able to identify areas for clarification or alignment with the plan goals, for streamlining or consolidating regulations to simplify administration, or to help increase effectiveness in achieving local goals. The recommendation of the land use plan will also include suggestions for local ordinance amendments to achieve plan goals.

of the project team will be available by phone or email to discuss plan-related issues for up to six months after the plan is adopted or certified. A member of the project team will also attend a public meeting approximately 1–4 months after the plan is fully adopted to discuss anything that may have arisen or how the plan can better respond to any recent changes.

COMMUNITY ENGAGEMENT

The project team has extensive experience listening to and learning from community members and local leadership and crafting that input into guiding language for a planning document. Our typical, iterative cycle of public engagement involves researching a topic, bringing that information to residents and stakeholders to verify and get their input, then using that input to guide future investigations or plan components, which are in turn brought back to the community for more vetting and input. Our tried-and-true approach relies on

a combination of face-to-face and virtual engagements, of subjective and objective methods. Combined with guidance from local leadership and City staff, these form the underlying strength from which the entire plan gains its legitimacy.



 Proposal

The project team proposes the following public outreach and engagement as part of this planning process. These may also be described above in the proposed scope of services.

- » Stakeholder and staff interviews
- » Regular steering committee meetings
- » Large format, interactive, public open house workshops
- » Online survey (with hardcopy version also)
- » Pop-up advertisement, for posting at prominent local events, other City committee meetings, and raising general awareness
- » City webpage as a data and public record repository with regular updates
- » Regular updates to City boards
- » Public adoption hearings
- » Coordination with City staff during the state review and CAMA-certification process
- » Follow up public meeting after or as the plan is adopted
- » Regular coordination with City staff
- » Production of materials to support meetings and public engagement

Methods and schedule for public involvement will be recorded on a public engagement plan, which will allow the public to easily reference to see upcoming events and touchpoints. As local perspective is assembled and distilled, it guides the development of the plan and associated recommendations.



PROPOSED SCHEDULE

The project team will work with the City staff and leadership to refine the project schedule in order to achieve a successful project. Time will also be allotted for public engagement and education. Typically a CAMA-compliant comprehensive plan update takes about 10–12 months, depending on scheduling of meetings and public hearings.

START	MONTH 1	MONTH 3	MONTH 6	MONTH 9	MONTH 10	AFTER CRC CERTIFICATION
Contract Execution and Notice to Proceed	Kickoff Meetings Stakeholder Interviews Public Open House Community Tour	Public Survey Plans Review Mapping Data Research Community Profile	Public Workshop Draft Plan and Future Land Use Map	Public Meetings Public And Leadership Review Finalize Adoption Draft	Adoption Hearing Referral to CRC for State Review	Address Any CRC Comments Finalize Plan and Submit Deliverables Continuing Service

NOTE: Additional public engagement events will also occur in between these milestones, such as update meetings with the steering committee, updates to local leadership, and regular review with City staff.



PROPOSED BUDGET

The above proposed scope of services can be delivered for the lump sum amount not to exceed \$99,000. This includes travel expenses and large format printing of material for public workshops. Depending on other specific needs determined relevant by the City, this amount may be subject to adjustment during contract negotiation.

Project Components	Estimated Fee
Phase 1: Initiation and Analysis	\$11,000
Phase 2: Visioning and Plan Development	\$76,000
Phase 3: Refinement and Adoption	\$12,000
Not to exceed	\$99,000

Optional Add-on Services

The following additional services, while not necessary to develop a comprehensive CAMA land-use plan, may nevertheless be desirable by City leadership to incorporate, and are presented here in an a la carte format. If the City desires to incorporate any of these, they can be added with exact scope and fee to be discussed during contract development or at a future date.

Optional Task	Description
Standalone ordinance and policy assessment	A detailed review and assessment of existing ordinances and policies that makes recommendations based on, but not limited to: alignment with the land use plan, ease of use, readability, administrative implementation, best practices from around the state, custom-tailored ordinance recommendations based on local needs and tolerances, and other factors identified in the information gathering stages of the comprehensive plan update. This assessment will be the roadmap for any subsequent modifications to the City's ordinances or policies in order to more effectively achieve the plan's stated goals.
Small area plans	Focal areas and recommendations identified for activity nodes or corridors can be fully designed and planned for future improvements. WithersRavenel's landscape architects and civil engineers can assess and redesign public spaces, utilities, roadways, and landscaping to facilitate redevelopment, grant pursuits, or public/private investment. This can be concurrent with the land use plan, as a standalone charrette, or could be follow up step after gauging public support and priority.
Stormwater modeling and master plan	WithersRavenel's stormwater engineering group can create a citywide inventory of existing infrastructure, model flows and bottlenecks, and use that information to develop a stormwater master plan. Within the larger company, these two groups (stormwater engineering and community planning) work closely to create recommendations and solutions that build off of the shared knowledge of both groups.
Story map executive summary	The project team has the ability to create an executive summary story map of the plan document that would live online and be hosted by the City. This could be edited through the online platform in the future as years pass and the plan is updated incrementally.



THANK YOU!



WithersRavenel
Our People. Your Success.



BOARD OF ALDERMEN

AGENDA ITEM SUMMARY

DATE: September 26, 2023 **DEPARTMENT:** Administration

PRESENTED BY: Dorrie Dutton

ITEM SPONSORED BY: Administration

ITEM/TOPIC: Downtown Parking Study

COST: TBD-Negotiable

BUDGET LINE ITEM: 23-23-7300-5800

JUSTIFICATION: During the Budget Adoption process, the Board provided funds for a parking study to capture the number and type of parking that is currently available in Southport, and to give us recommendations on how to redesign parking areas or create more parking infrastructure for the future. They will also be looking at alternative methods to accommodate the large number of visitors to our City.

IMPACT IF NOT APPROVED: The City will continue to experience a shortage of parking, particularly during high-traffic events like festivals, parades and during the summer. There may also not be enough ADA compliant parking.

DEPARTMENT HEAD COMMENTS: We received four bids for the parking study. One focused primarily on paid parking; and two firms had little experience with this sort of project. Walker Consultants seems to be the most appropriate firm. Bonnie Therrien, Dorrie Dutton, Tom Zilinek and the Police Chief/Major reviewed the responses. The Unit Price List for Walker will need to be negotiated in accordance with the proposed budget.

CITY MANAGER COMMENTS: I was very impressed with the credentials and previous experience working with parking studies. I feel Walker had a great plan for public interaction before making final decisions and understood what we are looking for in a final product. I would highly recommend that you authorize me to negotiate a price with Walker.

ATTACHMENTS: 1) The scoring sheet summary from all who reviewed the packets

2) The bid packet from Walker Consultants

3) The original RFQ that was posted.

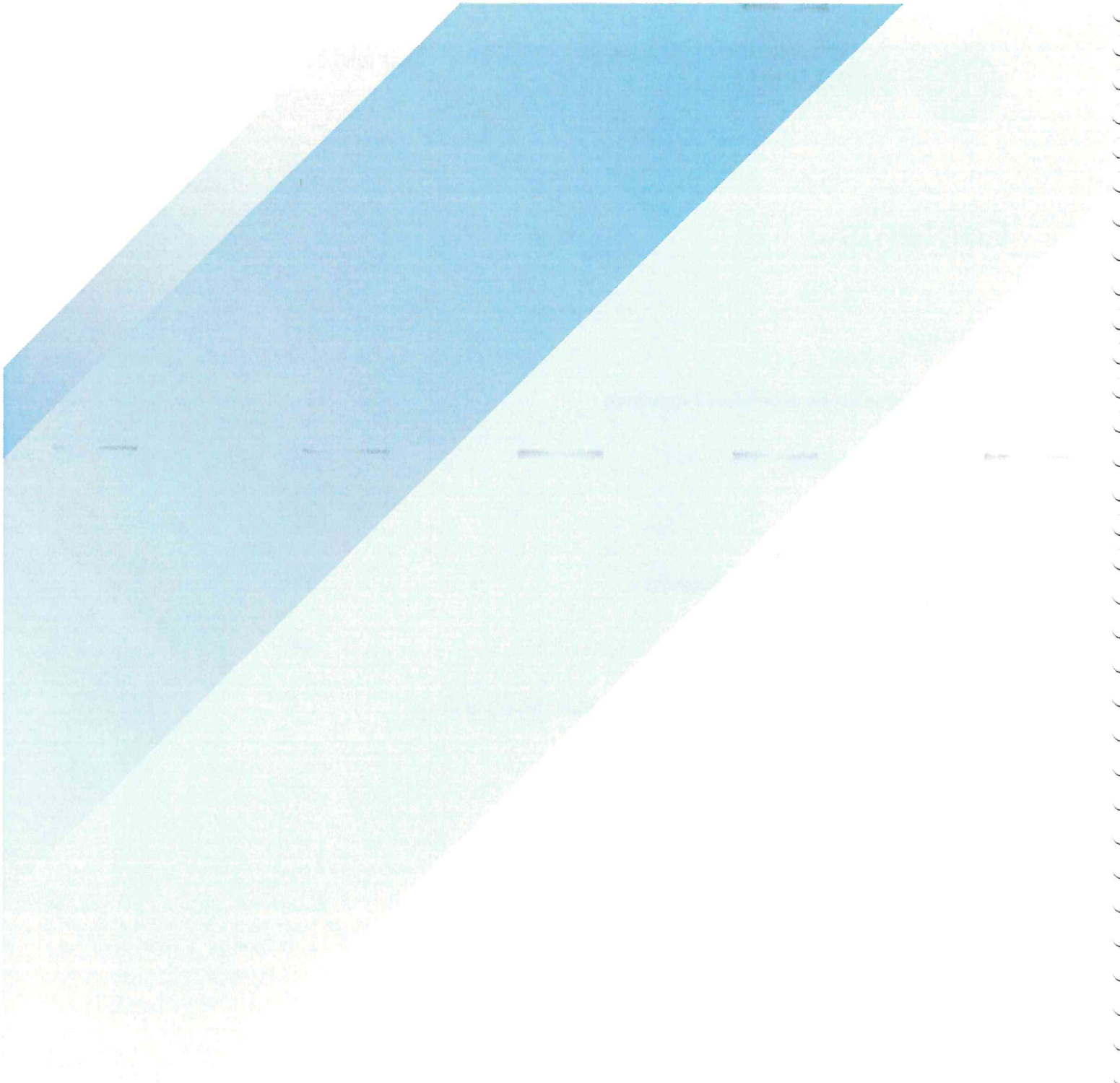
REQUESTED ACTION: Please make a motion to select a firm to move forward with the parking study and authorize the City Manager to negotiate a contract with the firm. The contract will be brought back to the Board for approval.

PROPOSED MOTION: I make a motion to approve the selection of Walker Consultants to complete the Downtown Parking Study and authorize the City Manager to negotiate a contract with the firm.

PARKING STUDY BIDS	BONNIE	DORRIE	TOM Z.	POLICE	TOTAL ON AVERAGE
WALKER CONSULTANTS	95	94	92	Did not complete score sheet; but were okay with Walker or McAdams.	93.67
MCADAMS	73	81	79	Did not complete score sheet; but were okay with Walker or McAdams	77.67
HEADWATERS	18	45	20	n/a	27.67
OTTO CONNECT	45	33	43	n/a	40.33

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Unit Price Proposal Issued in Sealed Envelope Under Separate Cover	



Cover Letter



3545 Whitehall Park Drive, Suite 425
Charlotte, NC 28273
704.247.6230

August 28, 2023

Ms. Dorothy Dutton
Assistant City Manager
City of Southport
1209 North Howe Street
Southport, North Carolina 28461

Re: *RFP for: Downtown Parking Study*
City of Southport, NC

Dear Ms. Dutton and Members of the Selection Committee:

Walker Consultants ("Walker") is excited to submit our proposal to perform a successful collaboration with the City of Southport ("City") regarding its need for parking consulting services. Thank you for reviewing our proposal and considering our desire to serve your community.

We understand that connecting people to destinations that promote a sense of community and well-being is why this study is important. Downtown Southport is a growing agglomeration economy with beloved businesses, restaurants, historic homes, churches, healthcare facilities, lodging properties, government services, and third-destination dwelling places along the storied Cape Fear River and Intercoastal Waterway. The parking challenges the City faces are an unintended consequence of this unique ecosystem of attractions and economic vitality. We understand that over the years, the City has addressed parking challenges as they arise but, going forward, desires a data-driven evaluation and holistic approach to improving the public parking system for the community.

Downtown Southport reflects the determination of many caring and competent residents, business owners, community planners, and city leaders throughout its history. Walker deeply respects the community and desires to preserve and enhance those unique community elements. Our proposed project aims to improve access to downtown destinations and community connection through thoughtful parking and mobility enhancements.

Thank you for considering Walker for this important work. We welcome any questions about our proposal and remain open to refining the scope of work and proposed fee to align with your expectations.

Sincerely,

WALKER CONSULTANTS

A handwritten signature in blue ink, appearing to read "Jim Corbett", is written over the printed name and title of the signatory.

Jim M. Corbett, CAPP
Director, Municipal Planning Services



Tab A: Proposed Scope of Services / Approach

Scope of Services and Approach

Walker is committed to providing the City with the Scope of Services and the list of deliverables in Section III of the RFP. We have elaborated on our specific approach in the work plan and are happy to refine our scope of services if necessary.

Study Area

Walker understands the study area as represented in Attachment A of the RFP.

PROJECT MANAGEMENT. EFFECTIVE PROJECT MANAGEMENT BUILT ON OPEN COMMUNICATION.

Jim Corbett, based in Charlotte, North Carolina, is the project manager for this engagement and is known for his transparent, thorough, and thoughtful style of leading a project team. Jim aims to develop a mutual understanding of outcomes and conclusions and monitor project progress with a unified vision. He values building long-lasting relationships with his clients and their partners, who consider him a teammate. Jim's responsive, creative, and flexible approach enables him to maintain original budgets and schedules even with project goals and scope changes. He will organize and lead regular project management meetings and develop action items for follow-up. Jim will be supported by Walker's effective project management practices created from over 58 years of experience.

In addition to establishing and meeting logistical parameters and milestones throughout the project, our project team will work with the City's project management team to create and affirm a shared vision of success through a kick-off meeting and ongoing coordination.

Standard Deliverables:

1. **Kick-Off Meeting:** Conduct a kick-off meeting with the project management team to understand the drivers for this study, identify goals, begin to identify key stakeholders and stakeholder groups, and review the planned scope of work.
2. **Regular Updates:** Provide bi-weekly project status updates via email and MSTeams call.
3. **Project Schedule:** Prepare an official project schedule. Maintain and update the project schedule throughout the life of the project.
4. **Files and Materials:** Establish a shared folder during the project to allow the City team members access to key deliverables, task reports, presentations, and study results.
5. **Monthly Invoices:** Walker uses an internal electronic accounting system, which prepares monthly invoices and progress reports that track schedules and budgets. We will issue monthly invoices to the City with summaries of staff work on the project.

Phase 1: Existing Parking Conditions and Recommendations

Purpose: The analysis of Existing Parking Conditions is an independent quantitative and qualitative baseline assessment of the parking characteristics in Downtown Southport during design day conditions. Phase 1 analysis provides critical information upon which the subsequent analyses will build. The results of the existing conditions analysis will be used to inform stakeholders of the actual parking conditions. The results may confirm or challenge perceptions of parking in Downtown Southport, so the quality and integrity of the data and analyses are critical for community acceptance and support.

1. **Stakeholder Discovery Meetings:** In coordination with the City and as part of the existing conditions analysis, Walker will interview stakeholders (including City staff, business owners, property owners, residents, and community leaders) to understand the specific issues and the items that are unique to downtown Southport to help formulate solutions for the current parking conditions and provide options for improvement. Interviews will be scheduled by the City and performed consecutively over two (2) days. Walker will facilitate virtual stakeholder engagement meetings if in-person meetings cannot occur.

Engagement Methods: Changes in downtown public parking policies can potentially be a “lightning rod” issue. Effective stakeholder and public outreach programs are vital in allaying those fears to develop priorities and consensus that will support the City’s values. It can also facilitate effective policies by capturing the imagination of stakeholders and the community.

Collaboration means the public and stakeholders are partners in this work. At Walker, we follow a “form follows function” approach to public engagement planning. We start with a clear understanding, alongside the City, of what engagement has already been accomplished to date, the type of new input we wish to collect, and create in-person tools and questions specifically tailored to gather that input. Our proposed scope of work is centered on determining the questions we are answering and creating an inclusive stakeholder and public engagement and outreach strategy to shape the plan and gain buy-in and support. These conversations will also lay the groundwork for future implementation when it is necessary for partnerships and agreements.

Walker will develop and implement a targeted stakeholder and public outreach program to support the study in a complementary manner with ongoing public engagement currently underway. To reduce “burnout” we will look for ways to collaborate with ongoing engagement and outreach efforts. The outreach program will achieve three main goals: 1) provide an educational component for stakeholders and the community about the changing demands of the on-street parking and off-street lots, 2) learn from and gather input on priorities from which our team can make informed decisions and recommendations, and 3) develop a “vision of success” for the public parking system.

2. **Review City Planning Documents:** Walker will obtain from the City all pertinent information and studies commissioned by the City that impact downtown parking. Walker will review all recommendations included in the City of Southport's Pedestrian Plan and review information regarding the East Coast Greenway Trail, the NC Ferry system, the Cape Fear Regional Bik/Pedestrian Plan, and any other relevant community plans for infrastructure improvements and new commercial developments.
3. **Document Parking Inventory:** Inventory existing parking supplies for all on- and off-street parking locations within the defined study area. Document parking supply by ownership types, user group, and operating restrictions.
4. **Document Pedestrian and Parking Patterns:** Observe and provide a qualitative analysis of the walking and parking patterns. Note the unique characteristics of the study area that may include parking preferences, pedestrian pathways, golf car use, bicycle use, demand generators, and walking distances.
5. **Public Parking Turnover Analysis:** Perform a parking turnover evaluation of a designated sample area in the Southport Historic District that will provide quantitative data to help develop parking policy and management recommendations. Walker will coordinate with City representatives to identify the observation area(s), day(s), and period(s). Our professional experience informs our collective judgment on the effort required to render competent and trusted recommendations.
6. **Document Parking Occupancy:** Perform parking occupancy analysis of four (4) separate observation periods: 1) a typical weekday, 2) a typical weekday evening, 3) a typical weekend day, and 4) a typical special event period. Specific days and events for occupancy counts will be determined with the City. Walker understands that the City has a robust visitor season and that the study should account for the seasonal impact of the tourists during the summer months.

Note that appropriate data collection will be performed to communicate the seasonal impacts on parking utilization. Data quality is crucial for proper analysis and community confidence in the study results. Walker will strive for accuracy, completeness, reliability, relevance, and timeliness when collecting data. Our professional experience informs our collective judgment on the effort required to render competent and trusted recommendations.
7. **Evaluate Current Parking Demand:** Based on the parking turnover and occupancy analysis results, present the current demand for parking by block, day-of-week, and time-of-day. Identify the peak parking occupancy for all on-street and off-street parking locations that are publicly available.
8. **Document Current Parking Adequacy:** Prepare a summary of the actual parking inventory, occupancy, and adequacy on a block-by-block and property basis. Communicate results in a heatmap and table formats.
9. **Document and Evaluate Current Parking Policies:** Obtain and review existing parking policies. Walker understands that currently, downtown parking is free and generally unregulated, so policies may be that there are few formal or proactive management policies for the public parking assets. Recommend improvements based on current conditions and defined operational goals.

10. **Document and Evaluate Current Public Parking Signage and Wayfinding:** Analyze existing wayfinding and directional signage and document current parking signage standards, aesthetics, placement, legibility, and information content. Provide recommendations for improvements that may include historical and aesthetic improvements where necessary.
11. **Phase 1 Task Report:** Prepare and issue a draft task report in PDF format for the City project team to review and provide comments.
12. **Phase 1 Task Report Review and Comment:** Meet with City representatives to review comments and answer questions.
13. **Phase 1 Task Report – Final Document:** Incorporate feedback provided by the City and prepare the Phase 1 Final Document. Issue a Final Document in PDF format for the City project team to review and distribute.
14. **Presentation of Phase 1 Task Report:** Walker will present the study results to the City of Southport Board of Aldermen and related City staff. One (1) presentation to the combined group of city representatives is included in this scope of services. Note additional meetings and presentations requested by the City will be provided by Walker based on our standard hourly rates or a negotiated fee.

Phase 2: Future Parking Needs, Requirements, and Recommendations

Authorization: Phase 2 will commence upon receipt of written authorization to proceed by the City. Per request, the proposed Phase 1 and 2 unit prices are provided in a separate sealed envelope. The phases are priced independently to allow for the authorization of Phase 1 and, if desired, the subsequent authorization of Phase 2.

Purpose: The Analysis of Future Conditions is an independent quantitative and qualitative assessment of the future parking characteristics in Downtown Southport to accommodate design day conditions. The analysis addresses the amount and type of parking needed to ensure employee, visitor, and resident access. Phase 2 analysis will provide a target design capacity upon which the subsequent analyses of parking system policy and operational opportunities will build. The results of the future conditions analysis will be used to inform stakeholders and either confirm or challenge perceptions of future parking conditions and clarify the target design capacity to serve Downtown Southport.

1. **Future Development Program Assumptions:** Obtain all known future development program information, event program assumptions, and development sites from the City for the next 20-25 years—model future parking demand based on the future development and program assumptions. Where data is unavailable or unknown, Walker will obtain planning assumptions from the City to project future parking conditions. Infill development opportunities and anticipated or known changes to existing land uses will be considered. A list of future market conditions assumptions will be provided for review and approval by the City.

2. **Future Parking Adequacy:** Project future parking conditions during design day conditions and identify the parking surplus or deficit on a block-by-block basis. Communicate results in a heatmap and table formats. Apply these results to identify areas where the City may seek to add parking supply.
3. **Future Parking Development Opportunities:** Identify and evaluate potential sites that could satisfy current and projected parking deficits. Proposed sites should identify estimated parking count and optimal configuration on the site. Walker will apply optimal parking design dimensions to assess potential development sites.
4. **Structured Parking Options:** If warranted, Walker will identify the preferred location(s) for structured parking to help manage future parking demand and provide a conceptual estimate of probable cost.
5. **Shared Parking Opportunities:** Examine opportunities for shared private parking. Identify parking supply where shared parking agreements may be explored to increase access to parking and destination during various times and days of the week.
6. **Transportation Options and Considerations:** Identify recommendations for improving mobility options that may include but are not limited to pedestrian pathways, bicycle routes, automobiles, golf carts, and forms of public transport.
7. **Public Parking Collector Sites:** Provide suggestions for alternatives to parking downtown, including drop-off locations and ridesharing. In coordination with the City, identify remote parking opportunities.
8. **Private Parking Reconfiguration Opportunities:** Review and analyze existing private surface parking lots and undeveloped parcels of land near the Yacht Basin (permissions may need to be obtained) and provide options to utilize existing resources better to minimize the need for new public parking infrastructure.
9. **Parking Access Management Policy Review:** Evaluate free vs. time-limited parking, including parking duration, based on how these relate to on-street and surface parking.
10. **Paid Parking:** Identify and evaluate the policy and management requirements for implementing a paid parking system in Downtown Southport. Consider the policy and management requirements for implementing free City resident parking. Summarize the results and recommendations regarding using paid parking as a public asset management tool.
11. **Ordinance and Parking Regulations Review:** Evaluate existing ordinances and recommend parking rules and regulations that support the goals and objectives of a downtown parking strategy.
12. **Strategies for Improvement:** Based on the results of Phase 2, Tasks 1-7, develop strategies for improved visitor and employee parking options.
13. **Conceptual Estimate of Probable Costs:** Provide the City with conceptual estimates of probable costs for recommended improvements.

14. **Phase 2 Task Report:** Prepare and issue a draft task report in PDF format for the City project team to review and provide comments.
15. **Phase 2 Task Report Review and Comment:** Meet with City representatives to review comments and answer questions.
16. **Phase 2 Task Report – Final Document:** Incorporate feedback provided by the City and prepare the Phase 2 Final Document. Issue a Final Document in PDF format for the City project team to review and distribute.
17. **Presentation of Phase 2 Task Report:** Walker will present the study results to the City of Southport Board of Aldermen and related City staff. One (1) presentation to the combined group of city representatives is included in this scope of services. Note additional meetings and presentations requested by the City will be provided by Walker based on our standard hourly rates or a negotiated fee.



Tab B: Project Experience

Firm Background

Founded in 1965, Walker Consultants is a full-service consulting, planning, engineering, architecture, forensics, restoration, and building envelope firm. Throughout our history, we have pioneered practices and set industry standards while prioritizing client service and satisfaction.

Walker offers our clients a wide spectrum of specialists and renowned experts who bring effective and practical solutions to complex challenges.

Mobility, Planning, Operations & Technology

- Parking operations and supply/demand studies
- Municipal parking management and organizational evaluations
- Mobility, transportation, transit, EV, and parking plans
- Curb management and transportation demand management
- Parking access and revenue control systems (PARCS) and automated parking guidance systems (APGS)
- Parking market and financial studies



Parking Design

- Electric Vehicle (EV) charging
- Parking functional design, wayfinding, and signage design
- Traffic microsimulation and parking queuing analysis
- Structural/durability engineering and adaptive re-use
- MEP/FP engineering and parking code consulting
- Prime design for parking structures



Forensics, Restoration & Building Envelope

- Forensic investigations, assessments, and advanced analysis
- Repair recommendations, repair designs, construction documents, and maintenance programs
- Building envelope investigation, assessment, testing, waterproofing, and design repair
- Building envelope peer review and commissioning
- Litigation support and expert testimony



Mobility, Planning, Operations & Technology

Walker's transportation, technology, operations, and policy experts connect people to destinations by improving access. From ideation to implementation, we create value by ensuring that you are making the most of your assets.



Mobility and Planning

Walker delivers cost-effective, user-friendly, and sustainable solutions that improve mobility and access for cities, campuses, developments, and more. Our tailored, out-of-the-box approach to planning is built on inclusivity and stakeholder buy-in.

Our financial studies include revenue and expense projections informed by our proprietary database of thousands of projects like yours. We can identify and explore potential funding, as well aid on either side of a public-private partnership deal.

- Mobility and parking plans
- Curb management (including loading design and monetization)
- Transportation demand management (TDM)
- Ride hailing app pick-up/drop-off area design
- Transit planning and traffic engineering
- Revenue enhancements and expense controls
- Financial studies used to underwrite parking facilities

Operations and Technology

Walker's team of parking operations and technology specialists is here to guide you from start to finish. Many of our staff are experienced former public and commercial parking operators.

When it comes to technology, our experts take their hands-on experience with proven solutions and pair it with research on the latest equipment and trends to go beyond the "buzz" and make the best recommendations for you.

- Operational audits and plans
- Parking operator RFPs
- Valet parking plans
- On- and off-street parking, operations, enforcement, technology, and policy
- Procurement of automated parking guidance systems (APGS), license plate recognition (LPR), parking access and revenue control systems (PARCS), meters, and related equipment
- Payment Card Industry Data Security Standards (PCI DSS) review

Coligny Area and Beach Access Parking Study

Hilton Head Island, South Carolina



The Town of Hilton Head is a 12-mile long, 54-square mile coastal island community with approximately 40,000 residents. The island has a robust tourism economy with over 2.5 million visitors annually, the bulk of which visit between the months of April and October. The Coligny Area on Hilton Head Island is one of the highest parking demand locations. With the Town recently completing the construction of its new Lowcountry Celebration Park in the same area, demand and use of all neighboring parking facilities will be increasing. To address these impacts, the Town engaged a qualified consultant to perform a comprehensive study to include: analyzing parking demands and preparing recommendations on regulations, strategies, capital improvements, collections of parking fees, fines, and associated financial models that could be utilized to successfully address parking needs for all Town beach parking areas.

Solutions Provided

- Walker's operational experts performed a review of the Town's code of ordinances to establish language for developing a parking enterprise fund to oversee the creation of a paid parking program. Elements of the program have been designed to include parking fines, parking enforcement, vehicle immobilization policies, and resident parking district policies.
- Subsequent short-term action items recommended the development of a pay-by-cell phone payment platform for motorists to use when paying for parking privileges, a need to issue a parking operator request for proposal for a firm to manage the parking program, a license plate permit credential program to replace the dated parking decal program and enable the enforcement of paid parking by license plate camera readers, and a step-by-step communication program to guide the Town through the transition.
- Longer-term solutions included the recommendation of a dynamic wayfinding system, additional bicycle facility infrastructure, public/private community partnerships, and parking enforcement expanded community roles.

Benefits

- Walker's financial modeling of future net operating revenues provided a financial impact for the Town to consider when considering the value of implementing a paid parking enterprise fund.
- To meet the Town's scope of service requirements, Walker delivered a final action plan for the Town to consider when implementing a recommended Parking Master Plan. Recommendations were identified under the categories of Immediate Action Items (3 to 6 months), Short-Term Action Items (6-12 months), Mid-Term Action items (12-24 months), and Long-Term Action Items (2 to 3 years).

Downtown Cary Strategic Parking & Mobility Plan

Cary, North Carolina



The Town of Cary retained Walker to develop a strategic plan that would identify options for organizing and managing its municipal parking system and highlight best practices being used successfully by other towns. The Town also sought to incorporate input from employees, residents, and visitors who have firsthand experience parking in and around downtown.

Key Features

The Town of Cary enlisted Walker to analyze parking and mobility in its downtown including:

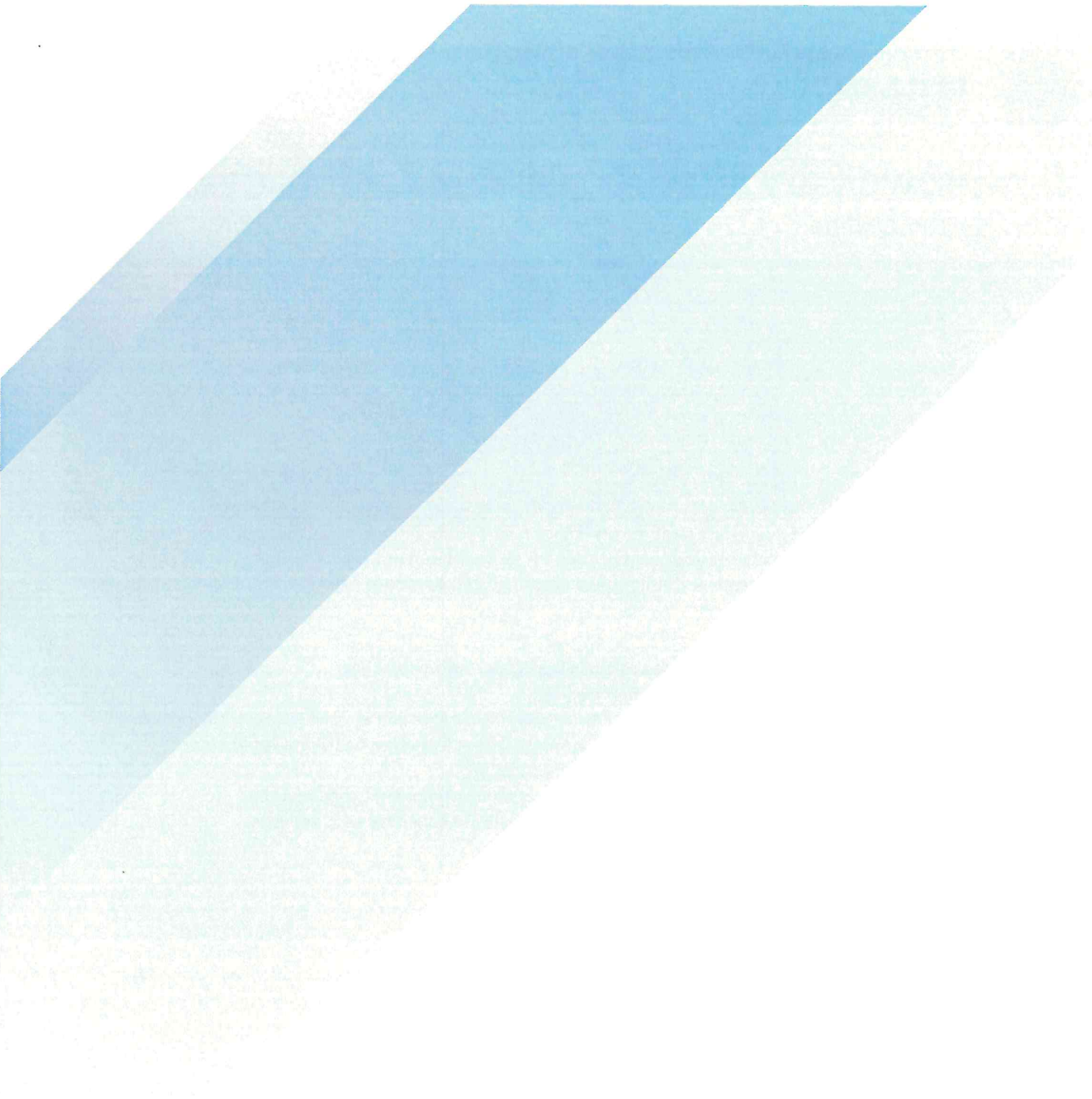
- Analyzed existing and expected future demand for public parking.
- Reviewed signs, key points of interest, and destinations, including parking facilities and associated wayfinding signage.
- Review current sign design elements and changes to enhance the resident, customer, and visitor experience.
- Reviewed alternatives for organizing the parking management structure.
- Identified zoning requirements and the potential to incentivize non-driving modes of transportation.
- Evaluated primary vehicle and pedestrian routes to determine the best placement for each sign type.
- Evaluated current enforcement policies, procedures, and technology.
- Considered the potential for paid on-street parking.
- Addressed how to manage parking during downtown events.

Solutions Provided

- Quantified existing parking supply and demand conditions.
- Identified and recommended several organizational structure alternatives.
- Recommended changes to the Town's zoning code.
- Identified ways to enhance enforcement and on-street regulations.
- Recommended parking and wayfinding upgrades on the Town's website.
- Provided an implementation plan that identifies short-, medium-, and long-term goals for the parking and mobility system, including the relative cost of implementation for each recommendation.
- Provided new and additional concepts and designs for vehicular direction and parking location signs.
- Recommended changes to proposed messaging and points of interest.
- Developed a finalized sign map, with placement for each sign type.
- Created a downtown wayfinding and signage design plan to guide phased implementation.

Benefits

- Provided the Town with a road map for improving parking and mobility.
- Identified areas of downtown expected to experience future parking shortfalls, allowing the Town to plan the location of future parking.
- Motivated the Town to identify an internal staff member to act as the Town's parking/mobility manager.
- Provided short-term solutions to improve the Town's first public garage.



Tab C: Project Schedule

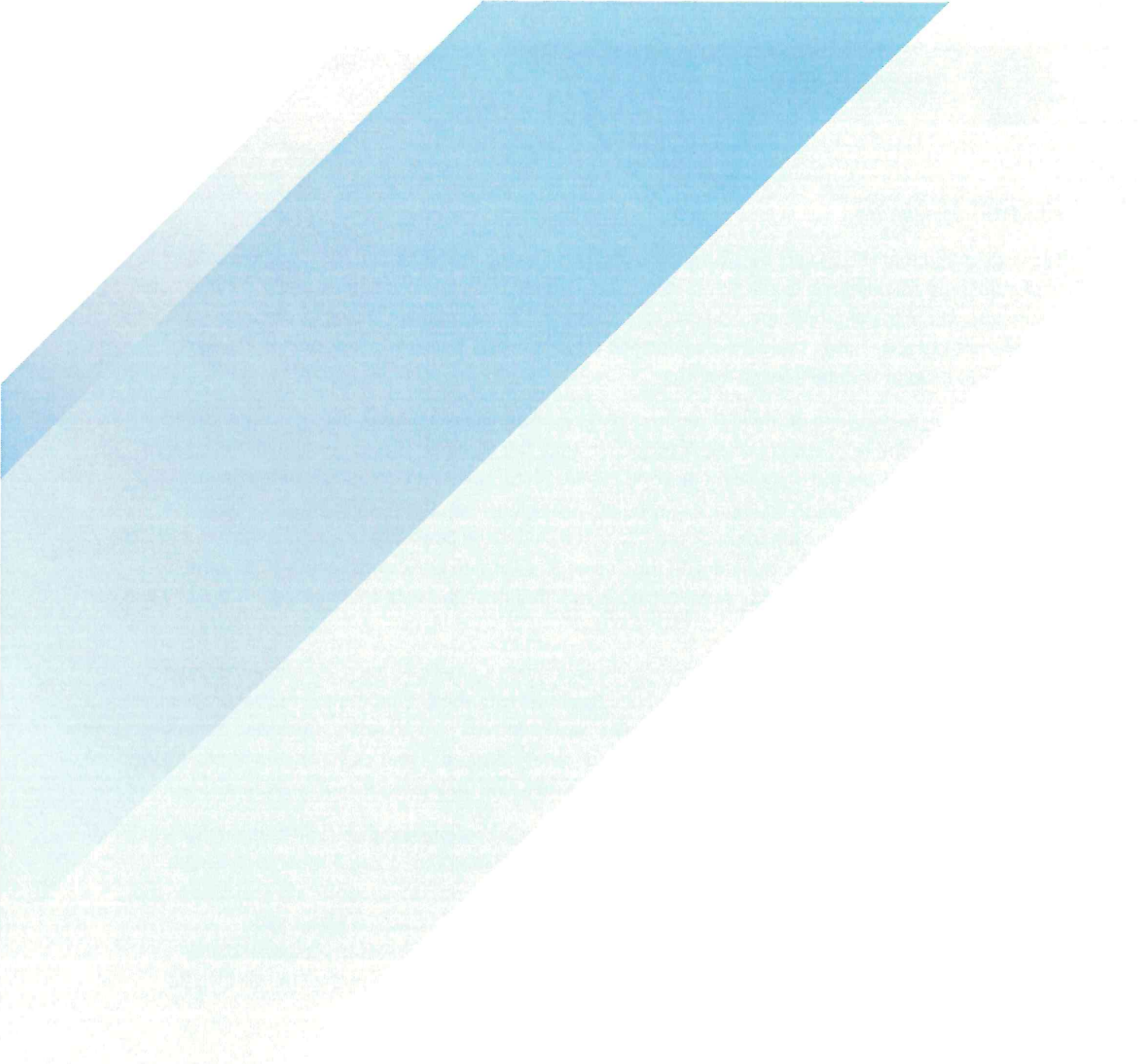
Project Timeline

We understand that the project award and kick-off are expected in September 2023, and the project is expected to be completed within a 12-month period. The Walker team can complete the defined scope of services within the allotted time. The diverse skill set of the project team allows for simultaneous work on different tasks. If Phases 1 and 2 are performed consecutively, Walker would expect the project schedule to be approximately seven months.

Note Section II. Background of the RFQ refers to parking becoming a challenge during warmer months because of the number of visitors and golf carts that share the available spaces. Section III. Anticipated Scope of Work suggests the respondent perform studies on turnover and occupancy patterns, including major events. Given that both conditions may be out of season when the study is initiated, Walker proposes a schedule for consideration by the City that includes the peak season months. Walker is flexible and has staffing capacity to coordinate with the City on an alternate or extended study time frame to include the peak season observations. We are open to schedule refinement that best serves the City and project outcome.

Considering the seasonal demand characteristics in Southport, a detailed project schedule that accounts for specific market observation periods would be developed with the City before the formal project Kick-off meeting. At the project kick-off meeting, Walker works with the City to refine the project schedule and identify any known milestones, meeting dates, or other obligations that may alter the schedule. We will work with the City to develop a mutually agreeable schedule that respects quality and timelines.

Milestone Deliverables: We generally establish in our schedule three milestones: a 50 percent draft, a 90 percent draft, and a final report. These milestones would apply to Phases 1 and 2 reports. Bi-weekly project team meetings are scheduled with the City project team, and status reports are provided to the working group. We would coordinate the presentations of the Phase 1 and 2 analyses and recommendations to coincide with standing meetings or schedule special sessions as desired and directed by the City. The final project schedule established in coordination with the City will include report deliverables and presentation milestones.



Appendix A:

Experience of Key Personnel

Project Team Qualifications

Walker is intentional about assembling a qualified project team with the collective skills, knowledge, and experience required to deliver valuable results for the City. The project team includes practitioners with backgrounds in municipal parking management, private parking operations, higher education parking management, public policy development, urban planning, mobility and curb management planning, financial planning, and parking wayfinding and technology. Few, if any, individuals embody the range and depth of expertise our team offers. This experiential range allows our team to be nimble and efficient, collaborating on projects throughout the United States and abroad. Our shared values of service, intellectual curiosity, and desire to improve our world bring us together and hold us accountable.

Project Team



Jim Corbett, CAPP

Municipal Practice Lead



Key Experience

Community Engagement Operational
Audit Financial Analysis
Parking Demand Modeling
Parking Management
Public Parking Policy

Education

Bachelor of Arts, Business Psychology,
Miami University, Oxford, OH

Certifications

Certified Administrator of Public
Parking (IPMI)
Accredited Parking Organization (APO)
Site Reviewer (IPMI)
Parksmart Advisor (IPMI/GBC)

Affiliations

International Parking and Mobility
Institute (IPMI)
Mid-South Transportation and Parking
Association (MSTPA)
Carolinas Parking and Mobility
Association (CPMA)
Urban Land Institute, Carolinas Chapter

Publications

"Has the Meter Expired on St. Armands
Key? A Case Study Paving the
Way for the Development of Paid
Parking", Florida Parking Association
Annual Trade Show and Conference

Jim is an innovative parking professional with twenty-five (25) years of successful parking operation leadership and fiscal governance. Having joined Walker Consultants' Planning, Operations, and Technology Group in 2015, Jim has lead Walker's efforts on dozens of strategic planning studies and municipal operations projects in several cities throughout the U.S. Prior to joining Walker, Jim served a 10-year career as the City of Tampa's Parking Division Manager.

Jim's specialized experience includes management of municipal and private parking assets within a variety of venues including hospitals, performing arts centers, convention centers, concert arenas and sports stadiums, hotels, mixed-use properties, community redevelopment districts, residential parking districts, and on-street parking.

Representative Projects

Town of Cary

Cary, NC
Parking Occupancy Study for Multi-Family Residential Developments,
Zoning Requirement Planning

Town of Hilton Head Island Coligny Area and Beach Access

Hilton Head, South Carolina
Parking and Mobility Master Plan. Walker performed a comprehensive study to include analyzing parking demands and preparing recommendations on regulations, strategies, capital improvements, collections of parking fees/fines and associated financial models that could be utilized to successfully address parking needs for all Town beach parking areas.

Shem Creek Development

Mount Pleasant, SC
Market and Financial Projections

City of Dunedin Downtown

Dunedin, Florida
Project Consultant
Parking Planning
The City of Dunedin is considering alternatives to increase the supply and availability of downtown parking by implementing a paid parking system that could produce revenue to offset the cost of constructing structured parking.

City of Miami Beach

North Beach Regional Parking Analysis

Miami Beach, Florida
Parking Needs Assessment
Planning and Feasibility Study The City of Miami Beach pursued multiple development projects in the North Beach area with a variety of land uses, including civic, recreational, entertainment, and educational uses that will likely intensify parking demand/ utilization. Walker performed a regional analysis of the projected parking demand for the related land uses for each project as well as within the study area and performed a parking alternatives analysis and interim parking plan during the construction phases of the projects, including overlapping periods.

City of Coral Gables Redevelopment

Coral Gables, Florida
Parking Consultant
Parking Planning
The real estate developer is pursuing the redevelopment of the City of Coral Gables Garages 1 and 4. The City is considering to replace the two aging City-owned parking facilities in Downtown Coral Gables with mixed-use, private development and a public parking facilities to be financed and constructed by the developer.



Jon R. Martens, AICP, CAPP

Senior Consultant

Jon Martens is a Parking Consultant with Walker Consultants, specializing in Car Park Management Systems (CPMS) and planning studies. Jon has over 25 years of experience in planning, management, and operations. Since joining Walker Consultants in 2003, Jon has led the successful completion of over 150 parking study engagements on a variety of projects. Jon has extensive experience in Parking Access and Revenue Control Systems and Automated Parking Guidance Systems, including planning, procurement, evaluating, and testing.

Prior to joining Walker as a parking consultant in 2003, Jon spent over thirteen years in a variety of operation and management positions, including as a parking operator for a national parking company in Indianapolis, Indiana. In this capacity Jon was responsible for the daily operations, event parking, valet management, budgeting, and marketing for a variety of parking facilities.

Jon has earned the credential of Certified Administrator of Public Parking (CAPP) through the International Parking and Mobility Institute (IPMI) and University of Virginia as well as the American Institute of Certified Planners (AICP) distinction through the American Planning Institute and served on IPMI's Technology Committee.

Key Experience

Parking Access Revenue Control Systems (PARCS)

Automated Parking Guidance Systems (APGS)

Car Park Management Systems (CPMS)

Education

Bachelor of Science, Organizational Leadership and Supervision, Purdue University

Affiliations

American Institute of Certified Planners (AICP)

Certified Administrator of Public Parking (CAPP)

Mid-South Transportation and Parking Association Board Member

Publications

"Planning an Automated Parking Guidance and Wayfinding System" IPMI, CPA, MSTPA conferences, 2017

"The Promises and Challenges of LPR", *Parking Today*, October 2017 pp. 26-28

"Simple Savings", *The Parking Professional*, August 2014 pp. 30-33

"Mensa Meters", *The Parking Professional*, May 2013 pp. 30-33

"Parking: More Customers, Less Cost", March 2013 pp. 50-53

Representative Projects

Town of Cary

Cary, NC
Parking Occupancy Study for Multi-Family Residential Developments,
Zoning Requirement Planning

Town of Carrboro

Carrboro, NC
Downtown Parking Plan

City of Fayetteville

Fayetteville, NC
Parking Master Plan

Town of Chapel Hill, NC

Chapel Hill, NC
Parking Management Plan, Funding Strategies

First Baptist Church Lot

Charleston, SC
Market Study and Operations Options

Shem Creek Development

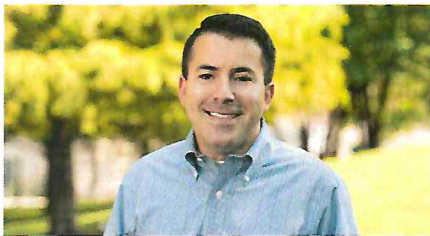
Mount Pleasant, SC
Market and Financial Projections

Raleigh Durham International Airport (RDU)

Raleigh, NC
PARCS installation included changing from a cashiered system to POF system, for over 13,000 spaces, in multiple locations. Jon's involvement in the transformation included evaluation and testing for POF systems, AVI readers, proximity readers, and cashier terminals

Liberty Center Garage

Charleston, SC
Due Diligence Study – Financial Analysis and Condition Appraisal



Bobby Mordenti, M.U.D.

Transportation Planner/Urban Designer

Bobby is a transportation planner and urban designer, who brings a range of experience in both disciplines to the cities with whom he works. He has specialized experience in curbside management, wayfinding and signage, placemaking, public engagement, and transportation planning, along with the understanding of the municipal regulatory process. Bobby has worked on many projects that required addressing deep community concerns and created responsive solutions and recommendations to those issues in the form of community and comprehensive plans, parking and transportation studies, corridor plans, bicycle and pedestrian wayfinding signs, design guidelines and zoning ordinances. He has played different roles as planner and designer but with a fundamental understanding that planning for people enhances the quality of life for every community.

Key Experience

Transit and Mobility Planning
Signage and Wayfinding Concepts
Land Use and Policy Planning
Transportation Development Strategies

Education

Master of Urban Design, The University
of North Carolina at Charlotte
Bachelor of Science in Urban and
Regional Planning, East Carolina
University

Affiliations

American Planning Association (APA)
American Planning Association Illinois
Chapter (APA IL)

Publications

Small Town Fit: Healthy People, Places
and Policies in Davidson, NC

Project Highlights

Downtown Cary Parking Strategic Plan

Cary, NC

Bobby assisted The Town of Cary in creating a plan for near- and long-term parking planning goals. The plan developed implementable recommendations to improve parking in downtown Cary and support planned future development. The project looked at evaluating current parking needs, analyzed future parking, and looked into different parking alternatives within the downtown.

Coligny Area and Beach Access Parking Study

Hilton Head, SC

This project was a comprehensive Parking Study of the Coligny Beach area and surrounding beach area access within Hilton Head, South Carolina. It involved parking utilization observations, analysis of conditional impacts, parking management strategies and policy recommendations. As part of the management strategies and policy recommendations, Bobby helped in improving the parking and mobility experience. This involved creating conceptual wayfinding and guidance systems to communicate parking availability. This conceptual solution was paired with real-time mobile payment transactions and camera counting systems.

Canterbury Court Enrichment Project

Atlanta, GA

Steward Health Care was preparing to offer a concession agreement for parking lots and garages at three medical centers in or near Boston

Amelia Island Public Beach Parking and Access Study

Amelia Island, FL

Still in progress...Existing conditions and demand projections, preliminary solutions and system enhancements, beach parking and access management cost model, strategic master plan

Leslie Jo Hurwitz, PE, CM

Managing Principal



Key Experience

Parking Consulting/Planning Studies
Structural Design
Functional Design
Forensic Engineering

Education

Bachelor of Science in Civil
Engineering, Michigan
Technological University,
Houghton, MI

Bachelor of Arts in Physics,
Albion College, Albion, MI

Registrations

Registered Professional Engineer
in North Carolina, South
Carolina, and Michigan

Affiliations

American Association of Airport
Executives Certified Member
Urban Land Institute

Leslie Jo Hurwitz is Managing Principal in the Charlotte, North Carolina office of Walker Consultants. She has over 20 years of experience in the consulting planning and engineering business with responsibilities encompassing multidisciplinary team leadership, project management, engineering consulting, restoration, and operations management. The projects she has managed range from preliminary evaluations and studies to complex multi-discipline structure designs.

As a Project Manager and Technical Advisor, Leslie Jo's responsibilities include client interface, technical consulting, project team coordination, budget/schedule oversight, and management of multidisciplinary projects from concept through construction. She has also been involved in two mega-project designs working as an assistant project manager overseeing specification development, sub consultant management, and quality review coordination.

Throughout the years, Leslie Jo has been involved with a variety of industry organizations including American Society of Civil Engineers, Society of Women Engineers, International Concrete Repair Institute, and National Society of Professional Engineers.

Project Highlights

Greenville Uptown Parking Deck
Greenville, NC
Project Manager
Functional/Signage/Graphics
design/consulting and structural
engineering for 238 space 4-level
precast pre-stressed concrete
parking structure

Asheville Parking Structure
Asheville, NC
Functional and structural design
of a 1,300 space precast parking
structure, Project Manager

**East Carolina University Student
Services Parking Structure**
Greenville, NC
Functional and structural design
of a 525 space precast parking
structure

**GSO - PTIA Operations
and Best Practices**
Greensboro, NC
Proposed upgrades to new PARCS

**ROA- Roanoke Regional
Airport Commission**
Roanoke, VA
Parking Access Revenue Control
Systems Consulting, Principal-in-
Charge

**UNC Wilmington Central Parking
Deck**
Wilmington, NC
Parking consulting and
comprehensive planning for a 1,000
space, 5-level precast concrete
structure.

**North Carolina State University
Centennial
Campus**
Raleigh, NC
Project Manager
Functional Consulting



Appendix B:

Professional References

Professional References

Throughout our firm's history, we have always held our clients and projects in high regard. Along the way, the firm successfully received opportunities for repeat business and has built up a foundation of very good clients with similar business philosophies. These long-term relationships have accounted for over 85% of our annual sales and revenues.

Provided herein are five references from within the region who have worked with members of our project team.

Paul Webster, PE
Interim Director – Construction & Field Services
Town of Cary
316 N. Academy St
Cary, NC 27513
919.462.3933
paul.webster@townofcary.org

W.L. (Lee) Jernigan, Jr., PE
City Traffic Engineer
City of Fayetteville
339 Alexander Street
Fayetteville, NC 28301
910.433.1153
ljernigan@ci.fay.nc.us

Dwight Bassett
Director of Economic Development and Parking Services
Town of Chapel Hill
405 Martin Luther King Jr Blvd.
Chapel Hill, NC 27514
919.969.5010
dbassett@townofchapelhill.org

Monica Beltran
Parking Director
City of Miami Beach
1755 Meridian Avenue, Suite 200
Miami Beach, FL 33139
305.673.7000
monicabeltran@miamibeachfl.gov

Joshua A. Gruber, JD, MPA,
Deputy Town Manager
Town of Hilton Head Island
1 Town Center Court
Hilton Head Island, SC 29926
843.341.4634
joshg@hiltonheadislandsc.gov

REQUEST FOR QUALIFICATIONS

DATE ISSUED: July 28, 2023

CITY OF SOUTHPORT

**REQUEST FOR QUALIFICATIONS FOR:
Downtown Parking Study**

**DUE DATE: August 30, 2023
Must be Received by 3:00 pm**

**REVISED DEADLINE (DUE TO HURRICANE IDALIA):
WEDNESDAY, SEPTEMBER 6, 2023 AT 3:00 P.M.**

Deadline for Inquiries	<u>August 23, 2023 @ 5:00 pm</u>
Time and Date Set for Submittal	<u>August 30, 2023 @ 3:00 pm</u>
Notice of Selection	<u>September 8, 2023</u>

INFORMATION AND INSTRUCTIONS

I. GENERAL INFORMATION

- A. The City of Southport ("Southport") (<http://www.cityofsouthport.com>) seeks professional consulting services from qualified firms licensed to do business in North Carolina to provide a comprehensive review and analysis of the current parking conditions, make recommendations, and identify strategies to address current parking needs, and with consideration of anticipated growth.
- B. The Statement of Qualifications ("SOQ") must be received by the Assistant City Manager at 1029 N. Howe Street, Southport, NC 28461, by the date and times listed on the cover page of this RFQ.
- C. Questions pertaining to the selection process should be directed to Southport Assistant City Manager Dorothy Dutton at ddutton@cityofsouthport.com.
- D. Southport shall not be held responsible for any oral instructions. Any changes, or clarifications to this Request for Qualifications ("RFQ") will be in the form of an addendum and will be furnished to all registered RFQ holders.
- E. Southport reserves the right to reject any or all SOQs, to waive any informality or irregularity in any SOQ received, and to be the sole judge of the merits of the respective SOQ received.
- F. Questions regarding this RFQ may be directed to Dorothy Dutton via email at ddutton@cityofsouthport.com and shall be received no later than five (5) business days prior to the opening date to allow for the timely preparation and posting of addenda. Questions received, and the decisions regarding each question shall be outlined in a written addendum. No oral interpretations shall be made to any respondent as to the meaning of any portion of the RFQ documents.
- G. Any addenda to this RFQ will be posted on the Town's website. Therefore, all interested respondents should check the website from now through procurement opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.
- H. The consulting firm will be selected based on qualifications and other factors. Refer to Section IV.B.
- I. The City does not discriminate on the basis of race, color, sex, national origin, religion, age, or disability. Any contractors or vendors who provide services, programs, or goods for the City are expected to comply with the City's non-discrimination policy fully.

II. BACKGROUND

The City of Southport, a coastal community with a population of approximately 4000 in Brunswick County, is seeking professional parking consultant services to help identify current challenges and proactive solutions to meet the needs of a vibrant historic downtown community. Brunswick County is one of the fastest-growing areas in the region. Southport's downtown serves as the downtown for most of Brunswick County.

Founded in 1792, the City of Southport lies between the Cape Fear River and Intercoastal Waterway. Because of Southport's history and charm, the population increases over the summer months. Parking becomes a challenge during the warmer months because of the number of visitors and golf carts that share the available spaces. The City roads include both State and City maintained streets.

The area to be included is shown in Attachment A. The downtown area could be divided into zones for analysis and recommendations. Any needed Addendums will be available on the City of Southport website: <https://cityofsouthport.com/top-menu-items/bids/>

III. ANTICIPATED SCOPE OF WORK

The following scope of services is suggested at this time. If the respondent suggests variations to this scope, they should be clearly identified in the response submitted by the consultant.

A. Existing Parking Conditions and Recommendations:

- 1). Identify peak and low-demand periods of the day for public parking.
- 2). Review all current parking restrictions.
- 3). Perform studies on turnover and occupancy patterns, including major events.
- 4). Consider all current modes-automobiles, bicycles, golf carts, and pedestrian traffic and parking needs.
- 5). Evaluate/Analyze current parking demand.
- 6). Identify current parking shortfalls/weaknesses.

B. Future Parking Needs, Requirements and Recommendations:

- 1). Develop strategies for improved visitor and employee parking options.
- 2). Evaluate the feasibility of paid parking.
- 3). Evaluate the feasibility of free City resident parking.
- 4). Evaluate the feasibility of off-site parking or parking structures.
- 5). Cite locations best suited for additional parking surfaces or parking structures. Proposed sites should include estimated parking count and configuration for the site.
- 6). Recommendation for parking along the Yacht Basin area, including the privately owned parcels.
- 7). Forecast parking needs for the next 20-25 years.
- 8). Consider pedestrian, bicycle routes, automobiles, golf carts, and possibly public transportation and off-site public parking collector sites.
- 9). Recommend phasing of facilities in response to the pace of future development.

- 10). Provide a preliminary estimate of construction costs for recommended parking facilities.

C. Other Requirements

- 1). The above areas need to be addressed in the required study. The City of Southport is relying on the consultant's professional expertise in analyzing these factors and any others that are pertinent to evaluating parking in a community that anticipates continued economic growth and increased pedestrian, and vehicular traffic.
- 2). The City of Southport is requesting that the proposal be broken down into two sub-studies:
 - a. Existing Parking Conditions and Recommendations (Section A above); and
 - b. Future Parking Needs, Requirements, and Recommendations (Section B above).
- 3). The study and recommendations should incorporate aspects from the City of Southport's Pedestrian Plan, the East Coast Greenway Trail, the NC Ferry system, the Cape Fear Regional Bike/Pedestrian Plan, and other relevant plans.

This will allow the City of Southport to review the findings of each portion of the study and authorize the remainder of the study. The selected consultant will be required to present their findings to the City of Southport Board of Aldermen and related City staff.

D. Expectations of Consultant:

- 1). Initial meeting with City Staff to review a project timeline, schedule meetings and begin the process of data acquisition.
- 2). Review all existing plans, maps, documents, data, and other materials relevant to the project. The City will provide all available existing documentation to the consultant. The consultant will study and consolidate applicable materials into the plan.
- 3). Conduct meetings with key elected and appointed officials, stakeholder groups, and the public.
- 4). Develop Plan goals, objectives, and implementation strategies based on technical data and public input.
- 5). Draft materials for review and comment by the City in accordance with a schedule developed at the beginning of the planning process.
- 6). Analyze the consistency of current City ordinances and policies in relationship to the Plan goals and objectives.
- 7). Prepare draft documents for public review and comment, and present to the Board of Aldermen. The plan should be presented in a format and language easily understood by the public.
- 8). Prepare final draft documents and present at all associated meetings and public hearings for adoption of the plan.
- 9). Provide bi-weekly updates, primarily via email or telephone/video and

occasionally in-person, to update City staff on project status, discuss issues and review drafts.

- 10). Periodic written status reports and status update presentations may also be required for the Board of Aldermen.

IV. STATEMENT OF QUALIFICATIONS SELECTION CRITERIA

Interested firms must submit a Statement of Qualifications (SOQ) that addresses the following evaluation criteria. Respondents are encouraged to organize their submissions in such a way as to follow the general evaluation criteria listed below. Information included within the SOQ will be used to evaluate your firm as part of any criteria, regardless of where that information is found within the SOQ. Information obtained from the SOQ and any other relevant source may be used in the evaluation and selection process. The project proposal must outline the firm's qualifications and describe the process planned to provide the deliverables listed above. Proposals should include team members, past relevant project experience, knowledge and awareness of the City of Southport, and other commonly included information with such studies. The City intends to make the selection after reviewing the qualifications of each submitting firm.

A). Required Information:

All qualifications statements shall include the following information, at minimum:

1. Cover Letter (1-page)
2. Tab A: Proposed Scope of Services / Approach
3. Tab B: Project Experience
4. Tab C: Project Schedule
5. Appendix A: Key Personnel Resumes
6. Appendix B: Professional References
7. ~~Fee Proposal~~ Unit Cost List (separate sealed envelope).

COVER LETTER

The cover letter shall not exceed one (1) page and shall contain, at minimum, the following information: Company name of the primary consultant and any planned sub-consultants, as well as the contact names, addresses, phone numbers, and email addresses for each primary consultant and sub-consultant. The cover letter should also identify the project manager with associated contact information.

TAB A- PROPOSED SCOPE OF SERVICES / APPROACH

Describe the firm's approach to performing the required services in the Anticipated Scope of Work described above. Supplement the Anticipated Scope of Work as necessary to adequately meet the desired goals of the City. Identify how your firm plans to utilize internal or external consultants or sub-consultants to complete the project.

TAB B- PROJECT EXPERIENCE

Identify at least two (2) but no more than three (3) similar projects where you were the Primary Consultant. Demonstrate the experience of your firm, including all sub-consultants, on similar projects. The projects submitted should demonstrate that the

consultant and/or the team have performed the same or similar type of services to be considered relevant.

TAB C – PROJECT SCHEDULE

Describe the project timeline for completion. The proposed project schedule should illustrate the firm's capability to meet schedule requirements. Provide a Project Work Plan/schedule showing key project milestones and deliverables. The schedule shall demonstrate the firm's ability to meet the designated milestones.

Appendix A – EXPERIENCE OF KEY PERSONNEL

For each key person identified, list their length of time with the firm and at least two comparable projects in which they have played a primary role. There are no limitations on the number of key positions the firm may provide. However, at a minimum, the firm must provide the primary consultant or project manager and at least one (1) person from each sub-consultant identified, if applicable. Resumes should provide information for key staff (no company profiles) and should not include general firm information. Provide an organizational chart at the end of this tab; the chart may be submitted in 11" X17". The chart should depict the project team organization, lines of authority, and primary responsibilities of team members. Clearly indicate superior/subordinate reporting relationships. Provide names of each position and identification of firm or sub-consultant.

Appendix B – PROFESSIONAL REFERENCES

The SOQ should include a minimum of three (3) professional references with contact information. The references should be projects performed by the consultant in small to medium-sized municipalities, preferably in North Carolina.

Separate Sealed Envelope – ~~FEE PROPOSAL~~ UNIT COST LIST

~~Include a cost proposal addressing the elements of the work to be performed. This proposal shall be in sufficient detail to include the task, number of hours, unit hourly rates, and total proposal. The consultant shall indicate all costs considered necessary for the completion of the project. One cost proposal shall be submitted. It shall be submitted in a separate sealed envelope. The separate envelope will not be opened until all firms are ranked.~~ The City requests unit price information at the time qualifications are received and will thereafter negotiate a lump sum contract for those services at a fair and reasonable fee with the best qualified firm.

B). Qualifications Criteria:

Southport will utilize a rating system to score and rank each proposal. Respondents are encouraged to keep their proposals concise and to include a minimum of marketing materials. At a minimum, each proposal must address the following criteria:

ITEM	EVALUATION CRITERIA	MAXIMUM POINTS
1	General Information and Relevant Firm Experience	20
2	Team Staff Experience and Qualifications	20
3	Project Understanding and Method of Approach	30

4	Schedule	20
5	Fee Proposal and Other Factors	10
	Total Possible Points	100

V. SUBMITTAL REQUIREMENTS

- A). The SOQ shall include a one-page cover letter plus a maximum of ten (10) pages (front and back) to address the SOQ criteria specified in Section III. Table of Contents, section divider pages, and Appendices A and B do not count toward the total page count. Resumes for each key team member shall be limited to no more than two pages. Resumes shall be attached as Appendix A.
- B). Qualifications must be placed in a sealed envelope clearly marked "**Response to RFQ for Downtown Parking Study**" and five (5) hard copies and (1) electronic copy (complete electronic copy of the qualifications package on a USB Drive using a searchable ".pdf" file format) of the Statement of Qualifications and Appendix A must be **submitted to the City of Southport Assistant City Manager, 1029 N. Howe Street, Southport, NC 28461 by August 30, 2023 at 3:00 pm local time.**
- C). Failure to comply with the following criteria may be grounds for disqualification:
1. Receipt of submittal by the specified cut-off date and time;
 2. The number of originals and/or copies of the submittal specified; or
 3. Adherence to maximum page requirements.
- D). Adherence to the maximum page criteria is critical; each page side with criteria information will be counted. Pages shall be generally 8-1/2" x 11" paper. A maximum of two (2) pages may be on 11" x 17" size paper.

VI. SELECTION PROCESS AND SCHEDULE

- A). Reviewers for Southport will evaluate each Statement of Qualifications ("SOQ") according to the above criteria. A short list of finalists will be developed based on qualification packages received and the above considerations. Fee proposals of the short-listed finalists will be opened and reviewed before selection. The City of Southport may elect to meet with any, all, or none of the consultants prior to selection. Following these steps, Southport will select and notify the selected firm. Those firms not selected for further consideration will be notified as well.
- B). The following tentative schedule has been prepared for this project. Firms interested in this project must be available on the interview meeting date if an interview is held.

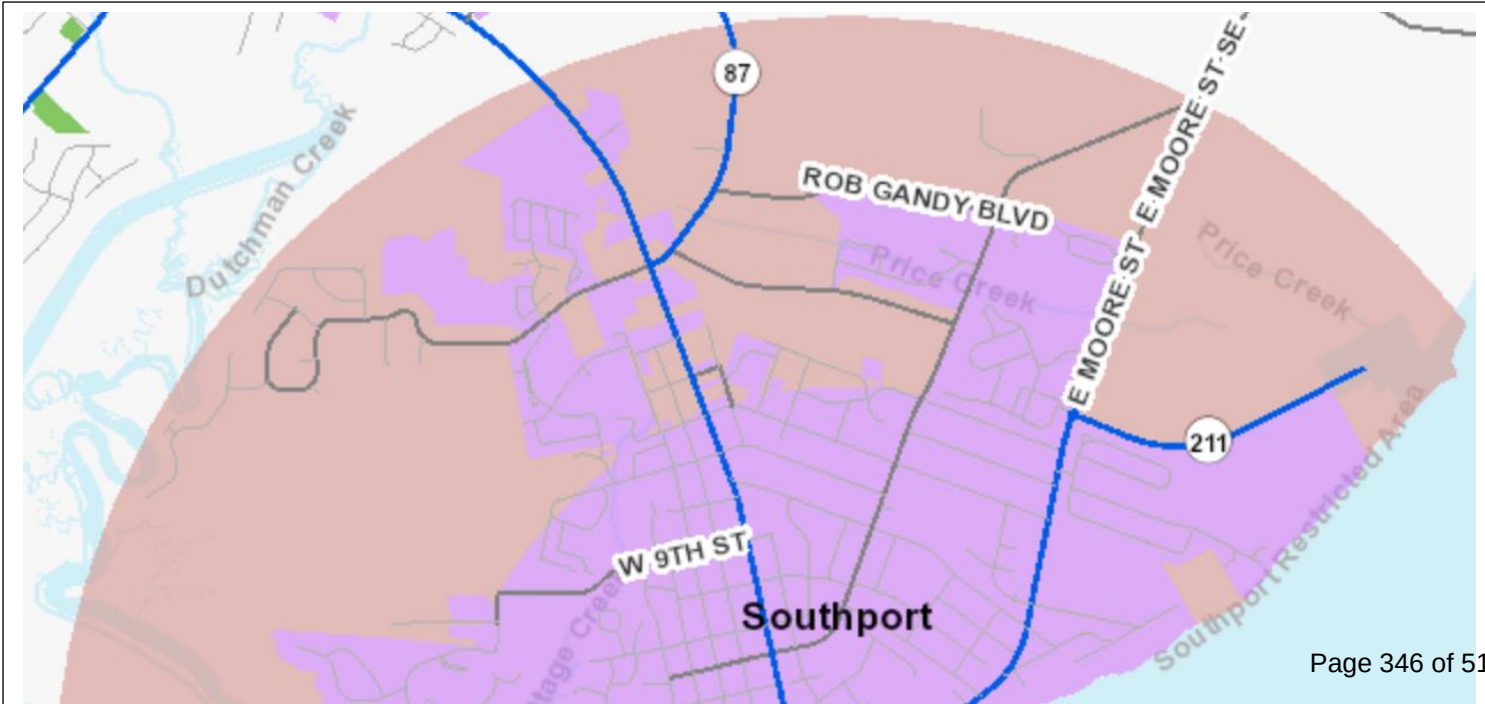
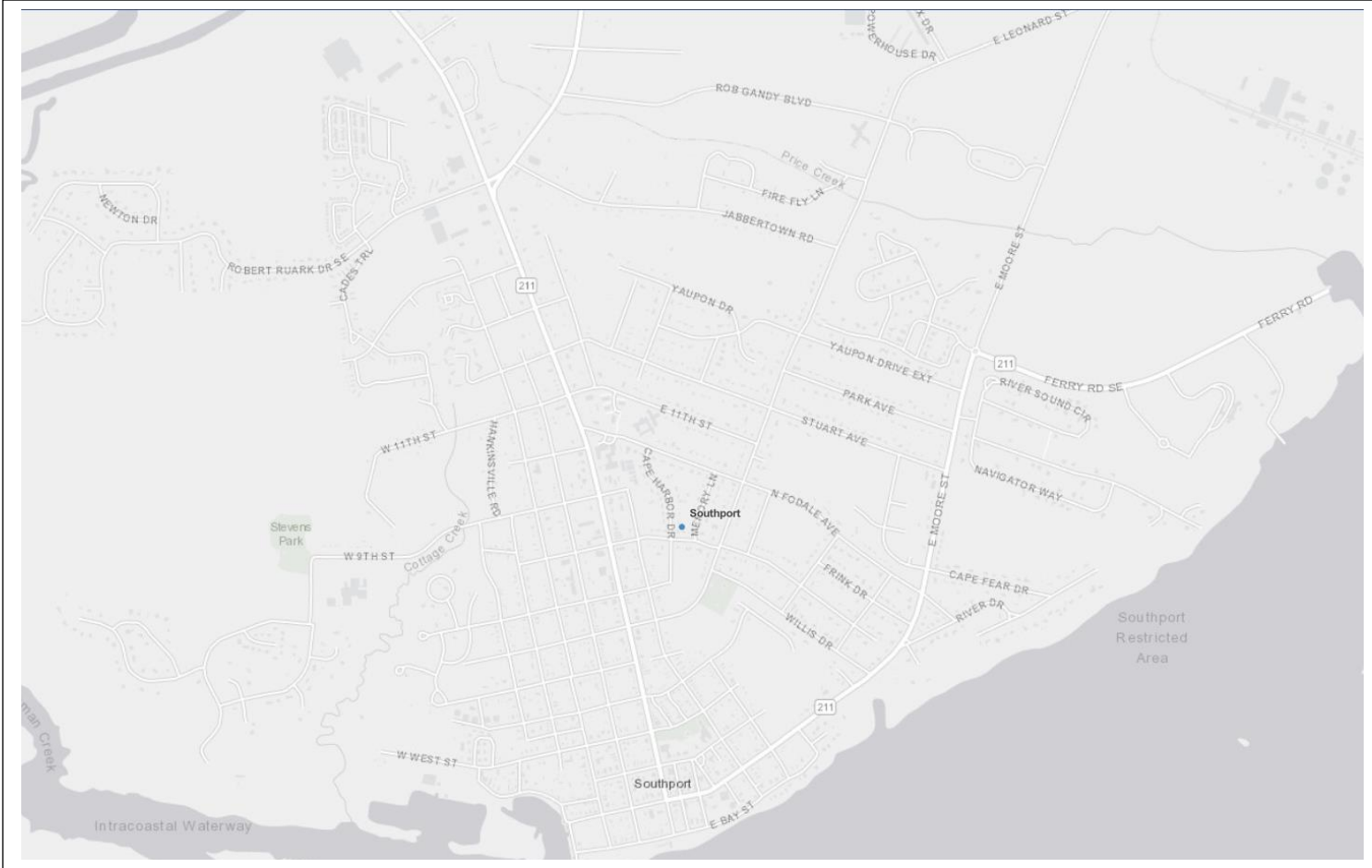
1. SOQ's due: August 30, 2023 @ 3:00 pm
2. Firms notified of Selection: September 8, 2023

C). Southport will enter into negotiations with the selected firm. Upon the Board of Aldermen's approval, it is anticipated that the professional services contract will be executed by the City Manager by the middle of October 2023. Southport reserves the right to terminate the selection process at any time.

VII. ATTACHMENTS

Attachment A: Map of area for consideration.

ATTACHMENT A





BOARD OF ALDERMEN AGENDA ITEM SUMMARY

DATE: 10/12/2023

DEPARTMENT: IT/Admin

PRESENTED BY: Dorrie Dutton, Assistant City Manager

ITEM SPONSORED BY: IT and Administration

ITEM/TOPIC: NCDPS Cybersecurity Grant Memorandum of Agreement (MOA)

COST: \$40,790

BUDGET LINE ITEM: Grant Funded

JUSTIFICATION: At the meeting in September, the Board authorized the Mayor to sign a no tax debt certification form to send in for the cybersecurity grant. This item is to accept the MOA for the grant and be able to move forward with the process of obtaining much needed cybersecurity platforms. The Board considered at the first October meeting an agreement with the North Carolina League of Municipalities (NCLM) for a cybersecurity assessment of our systems. We plan to use their recommendations to purchase software and equipment through this grant that will help make the security of the City stronger. Additionally, we can use the grants to pay for some of the NCLM's work on our assessment.

IMPACT IF NOT APPROVED: We would miss out of the grant funding of \$40,790.00 and this leaves our IT system vulnerable to cybersecurity fraud.

DEPARTMENT HEAD COMMENTS: This is a great opportunity to make our security stronger. Additionally, the grant is retroactive back to December 2022, so some of our consultant's time that was for Cybersecurity can be reimbursed to the City. The grant will also be available for the upcoming year. There might be expenses associated with maintaining the software in future years which will go through the normal budget process.

CITY MANAGER COMMENTS: I would highly recommend we move forward with the use of these funds to build an IT system that is secure as possible against cybersecurity threats.

ATTACHMENTS: The MOA with the NCDPS State and Local Cybersecurity Grant Program

REQUESTED ACTION: The Board should consider approval of the MOA, so staff can start work with the NCLM and strengthening our cybersecurity efforts.

PROPOSED MOTION: I move to approve the MOA for the NCDPS State and Local Cybersecurity Grant Program and authorize the Mayor to sign the agreement.



NC Department of Public Safety

EMERGENCY MANAGEMENT

Roy Cooper, Governor

Eddie M. Buffaloe Jr., Secretary

William C. Ray, Director

August 9, 2023

State and Local Cybersecurity Grant Program ([SLCGP](#)) Fiscal Year 2022 (FY22)

SUBAWARD NOTIFICATION

Dorothy Dutton
City of Southport
1029 N. Howe St.
Southport, NC 28461-

Period of Performance: December 1, 2022 to February 28, 2026
Project Title: CyberSecurity
Total Amount of Award: \$40,790.00
MOA #: 2280077

The North Carolina Department of Public Safety (NCDPS) / North Carolina Emergency Management (NCEM) is pleased to inform you that the project submitted by your organization for federal FY22 SLCGP has been approved for funding. In accordance with the provisions of the [FY22 SLCGP Notice of Funding Opportunity](#), NCEM hereby awards your organization a grant in the amount shown above to complete the approved project during the designated period of performance.

Conditions: Subrecipient agrees that funds will only be expended to complete the approved project not to exceed the funding amount for the project during the designated period of performance. Subrecipient also agrees to comply with all terms, conditions and responsibilities specified in the forthcoming Memorandum of Agreement (MOA), and to comply with all applicable federal, state, and local laws, and rules and regulations in the performance of this grant. Indirect costs are not authorized under this award.

Supplanting: Subrecipient confirms that these grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for cybersecurity activities.

Payment of funds: The grant shall be effective upon final approval and execution of the corresponding MOA by Subrecipient and NCDPS / NCEM. Grant funds will be disbursed upon receipt of acceptable documentation submitted by Subrecipient that funds have been invoiced, products or services received, and proof of payment is provided. Reimbursements will be made in conjunction with the timely submission of required reports by Subrecipient as specified in the MOA.

Required Documents/Forms: Subrecipient must submit the following [documents](#) to: slcgp@ncdps.gov. This is not required if Subrecipient has previously submitted these documents for this or any other NCDPS / NCEM grant; however, if any of these documents are not current, Subrecipient must submit updated document(s):

- [W-9 \(09 NCAC 03M .0202\)](#)
- [Payment / Vendor Verification Form](#)
- [Sworn \(Notarized\) No Overdue Tax Debt Certification \(G.S. 143C-6-23.\(c\)\)](#)
- Conflict of Interest Policy [\(G.S. 143C-6-23.\(b\)\)](#)
- Copy of Subrecipient's procurement policy NS54GT3ZD7N9

Please provide your Unique Entity ID (sam.gov): _____

In the box below, list the names & emails authorized as subrecipient signatories for the above-referenced MOA in the preferred order of signature & receipt, and return within 10 days. Denote which signatory represents Finance. Append "cc" to designate copy-only.

Example: John Smith (john.smith@yahoo.com) Finance
Mary Jones (mary.jones@hotmail.com)
Sam Brown (s.brown@gmail.com) cc

Brandon Stevens
(bstevens@cityofsouthport.com)
Finance
Bonnie Therrien (btherrien@cityofsouthport.com) City Manager



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NC Department of Public Safety
EMERGENCY MANAGEMENT

Roy Cooper, Governor

Eddie M. Buffaloe Jr., Secretary
William C. Ray, Director

State and Local Cybersecurity Grant Program (SLCGP)

Fiscal Year 2022

AL#: 97.137

Grant #: EMW-2022-CY-00006

Memorandum of Agreement (MOA)

between

RECIPIENT

State of North Carolina
Department of Public Safety
Emergency Management (NCEM)
1636 Gold Star Dr
Raleigh, NC 27607

SUBRECIPIENT

City of Southport
1029 N. Howe St.
Southport, NC 28461-
Tax ID/EIN #: 56-6001338
UEID #: NS54GT3ZD7N9

MOA #: 2280077

Cost center: 1502-7200-3HE2

Award amount: \$40,790.00

Period of performance (POP): December 1, 2022 to February 28, 2026

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms and conditions of the US Department of Homeland Security (DHS) State and Local Cybersecurity Grant Program (SLCGP). More information about SLCGP is available at: [State and Local Cybersecurity Grant Program | FEMA.gov](#) and <https://www.ncdps.gov/SLCGP>.

This MOA is to set forth terms by which RECIPIENT shall provide SLCGP funding to SUBRECIPIENT to fund projects related to meeting State and Local Cybersecurity Objectives as identified in the Department of Homeland Security Notice of Funding Opportunity ([NOFO](#)) for FY2022 SLCGP. See Attachment 1 for a detailed description of the approved scope of work for the approved project(s) for this grant. The scope of work is the approved Application as submitted by SUBRECIPIENT with any amendments approved by RECIPIENT.

2. Program Authorization and Regulations

This MOA is authorized under the provisions of: (1) Section 2220A of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended) (6 U.S.C. § 665g), (2) *Infrastructure Investments and Jobs Appropriations Act* (Pub. L. No. 117-58), (3) FY 2022 SLCGP Notice of Funding Opportunity ([NOFO](#)), (4) applicable FEMA Grant Programs Directorate Information Bulletins (see <https://www.fema.gov/grants/preparedness/about/informational-bulletins>), and (5) *NC Emergency Management Act*, North Carolina General Statutes (N.C.G.S.) Chapter 166A.

The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws and regulations. By accepting this award, SUBRECIPIENT agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from DHS and NCEM for the purposes set forth, and the MOA shall automatically terminate if funds cease to be available.

Allowable costs shall be determined in accordance with applicable DHS Program Guidelines, which include, but may not be limited to, the FY2022 SLCGP [NOFO](#), 2 CFR 200 Subpart E, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21, and applicable DHS and FEMA financial management guidance available at <https://www.dhs.gov/dhs-grants> and <https://www.fema.gov/grants/guidance-tools>. Allowable costs are also subject to the approval of the State Administrative Agency (SAA) for the State of North Carolina, the Secretary of the Department of Public Safety.

4. Funding Eligibility Criteria

Federal funds administered through RECIPIENT (NCEM on behalf of State of North Carolina) are available to local governments to assist in the cost of developing and maintaining a comprehensive Cybersecurity preparedness posture program.

Local government entities are defined in [N.C.G.S. 159-44](#) as: “counties; cities, towns, and incorporated villages; consolidated city-counties, as defined by G.S. 160B-2(1); sanitary districts; mosquito control districts; hospital districts; merged school administrative units described in G.S. 115C-513; metropolitan sewerage districts; metropolitan water districts; metropolitan water and sewerage districts; county water and sewer districts; regional public transportation authorities; and special airport districts.” Community colleges are included in the definition of local government entities for purposes of FY22 SLCGP per [N.C.G.S. 143-800\(c\)\(1\)](#). Federally recognized tribes are also included as eligible local government pass-through entities per the FY22 SLCGP [NOFO](#).

Continued SLCGP funding is contingent upon completion of all SLCGP funding requirements. The following eligibility criteria must be adhered to during the entire duration of the grant program:

SUBRECIPIENT must:

- A. Be established as a local government entity as defined above by appropriate resolution/ordinance.
- B. Have a Unique Identity ID (UEID) prior to any funds being released. UEID may be obtained from <http://www.sam.gov>.
- C. Ensure their organization is registered with the System for Award Management (SAM) and that their organization maintains an active SAM registration, i.e. renewed annually. Every applicant is required to have their name, address, and UEID up to date in SAM, and the UEID used in SAM must be the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore, it is imperative that the information is correct, and that an active SAM registration is properly maintained.
- D. Complete any procurement(s) and expenditures no later than 02/28/26.
- E. Submit RFR with all required documentation attached. RFRs will not be processed unless/until annual report submissions are current. See SUBRECIPIENT paragraph 9.E. below.

5. Compensation

RECIPIENT agrees that it will pay SUBRECIPIENT compensation for eligible services rendered by SUBRECIPIENT. Payment to SUBRECIPIENT for expenditures under this MOA will be reimbursed after SUBRECIPIENT’s RFR is submitted and approved for eligible scope of work activity. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided. Final RFR must be submitted no later 03/31/26, unless period of performance (POP) is extended. The original signed copy of this MOA must be signed by the Official(s) authorized to sign below and returned to RECIPIENT no later than 45 days after the MOA has been submitted for execution.

This MOA shall be effective upon return of execution from SUBRECIPIENT and final approval by RECIPIENT. Upon final approval of this MOA by RECIPIENT, POP for this grant is 09/01/23 - 02/28/26. Grant funds will be

disbursed upon receipt of evidence that funds have been invoiced, products or services received, and proof of payment is provided. Any unexpended grant funds remaining after end of POP revert to RECIPIENT.

SUBRECIPIENT:

- A. Understands and acknowledges that total funding level available under this MOA will not exceed the awarded amount \$40,790.00. SUBRECIPIENT acknowledges that they are further prohibited from sub-granting these funds. Attachment 1 and any approved amendments constitute the approved scope of work for this grant award.
- B. Understands and agrees that funding shall be subject to the availability of appropriated funds, pursuant to N.C.G.S 143C-1-1. However, in the event of MOA termination due to lack of adequate appropriated funds, RECIPIENT will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.
- C. Must meet all funding requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or suspension/revocation of grant funds awarded for this project. See also paragraph 35 below regarding compliance.

6. Conditions

Funding is contingent upon completion of all funding requirements. The following conditions must be adhered to during the entire duration of the grant program.

- A. SUBRECIPIENT must:
 - i. Complete any procurements, expenditures, and receipt of goods or services within the POP.
 - ii. No Match Requirement. SUBRECIPIENT is not required to provide matching funds in cash or in-kind for this award.
 - iii. Submit requests for reimbursement with all required documentation attached. Once RECIPIENT is satisfied that SUBRECIPIENT has provided all required documentation, the requested distributions can be processed for payment. The distributions of funds will be coded to cost center 1502-7200-3HE2 in the North Carolina Accounting System (NCAS). See SUBRECIPIENT paragraph 9.E.
- B. Required Documents/Forms. SUBRECIPIENT must submit the following [documents](#) to RECIPIENT (slcgp@ncdps.gov) upon execution of this MOA. This is not required if SUBRECIPIENT has previously submitted these documents to RECIPIENT for this or any other grant; however, if any of these documents are not current, SUBRECIPIENT must submit updated document(s):
 - i. [W-9 \(09 NCAC 03M .0202\)](#)
 - ii. [Electronic Payment / Vendor Verification Form \(09 NCAC 03M .0202\)](#)
 - iii. [Conflict of Interest Policy \(G.S. 143C-6-23.\(b\)\)](#)
 - iv. [Sworn \(Notarized\) No Overdue Tax Debt Certification \(G.S. 143C-6-23.\(c\)\)](#)
 - v. SUBRECIPIENT Procurement Policy
- C. Annual Progress Reports. Provide annual progress reports to RECIPIENT (slcgp@ncdps.gov) using the Annual Progress Report form (Attachment 2) by: 07/31/24; 07/31/25; and, with final reimbursement request (RFR) submitted per SUBRECIPIENT paragraph 9.E. below.

Even if there are no expenditures an annual progress report must be submitted by SUBRECIPIENT to update their progress toward completion of approved scope of work specified in Attachment 1 and any approved amendments. If SUBRECIPIENT closes their award prior to end of POP, no further annual reports are required.
- D. Nationwide Cybersecurity Review (NCSR). SUBRECIPIENT is required to complete the [NCSR](#), administered by the [MS-ISAC](#), during the first year of this grant award POP and annually thereafter through the last year of this grant award POP.

Four NCSRs are required as follows, even if the project is completed prior to 2026:

- The first NCSR for 2023 is required to be completed between 10/01/2023 and 02/28/2024.
- The second NCSR for 2024 is required to be completed between 10/01/2024 and 02/28/2025.
- The third NCSR for 2025 is required to be completed between 10/01/2025 and 02/28/2026.

- The fourth NCSR for 2026 is required to be completed between 10/01/2026 and 02/28/2027.

E. Required Services and Memberships.

Cyber Hygiene Services (CHS):

- Web Application Scanning is an “internet scanning-as-a-service.” This service assesses the “health” of your publicly accessible web applications by checking for known vulnerabilities and weak configurations. Additionally, CISA can recommend ways to enhance security in accordance with industry and government best practices and standards.
- Vulnerability Scanning evaluates external network presence by executing continuous scans of public, static IPs for accessible services and vulnerabilities. This service provides weekly vulnerability reports and ad-hoc alerts. To register for these services, email vulnerability_info@cisa.dhs.gov with the subject line “Requesting Cyber Hygiene Services – SLCGP” to get started. Indicate in the body of your email that you are requesting this service as part of the SLCGP. For more information, visit CISA’s [Cyber Hygiene Information Page](#).
- SUBRECIPIENT is required to certify CHS compliance and provide proof of CHS compliance upon request of RECIPIENT.

7. **Supplantation**

Subrecipients are required to assure and certify that these grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available cybersecurity activities. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

8. **Scope of Work**

SUBRECIPIENT shall implement the SLCGP project specified in Attachment 1 and as described in the approved project application, including the project objective SUBRECIPIENT selected in the application. That application is hereby incorporated by reference into this MOA.

Documentation to be provided throughout POP:

- A. Annual reports, per paragraph 6.C. above.
- B. Annual NCSR, per paragraph 6.D. above.
- C. CHS compliance upon request of RECIPIENT, per paragraph 6.E. above.
- D. SUBRECIPIENT-involved legal action that pertains to any goods or services purchased with grant funds.
- E. Copies of any audits and corrective actions pertaining to these grant funds or any other funds provided to SUBRECIPIENT by RECIPIENT.
- F. After-action report from exercises in accordance with Homeland Security Exercise and Evaluation Program Doctrine ([HSEEP](#)).
- G. Training course roster, description, and syllabus.
- H. All legible and complete invoices and receipts detailing the expenditures associated with the project. Receipts must contain the following information:
 - i. Name and address of the vendor or establishment providing the product or service.
 - ii. Vendor/Payee invoice number, account number, and any other unique meaningful identifying number.
 - iii. Date product received or service provided.
 - iv. Itemized description of all products or services.
 - v. Unit price of products or services (if applicable).
 - vi. Total amount of eligible expenditures.
 - vii. Copy of executed contract/subcontract agreement (if applicable).
 - viii. Proof of payment of expenses associated with the project.
- I. Any other documentation requested by RECIPIENT.

9. Responsibilities

RECIPIENT:

- A. RECIPIENT shall provide funding to SUBRECIPIENT to perform the activities as described herein.
- B. RECIPIENT shall conduct a review of the project to ensure that it is in accordance with SLCGP requirements.
- C. RECIPIENT shall monitor the completion of the approved scope of work as specified in Attachment 1 and any approved amendments.
- D. RECIPIENT has obligated the funding for this MOA within 45 days of acceptance of the federal award by signing this MOA.
- E. RECIPIENT shall provide required annual progress report form (Attachment 2) and provide cost report forms required for reimbursement subsequent to execution of this MOA (See SUBRECIPIENT paragraph 9.E.).

SUBRECIPIENT:

- A. This MOA must be signed and returned to RECIPIENT within 30 days after SUBRECIPIENT receives this MOA. The grant shall be effective upon return of the MOA.
- B. SUBRECIPIENT shall expend FY 2022 SLCGP Grant Program funds in accordance with the FY2022 SLCGP NOFO, the grant application, and this MOA.
- C. Procurement.
 - i. SUBRECIPIENT shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds and conform to applicable state and federal law and the standards identified in 2 CFR 200.317 – 200.327.
 - ii. SUBRECIPIENT must follow procurement procedures and policies as outlined in the applicable FY2022 SLCGP NOFO, Appendix II of 2 CFR Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and the 2023 FEMA Preparedness Grants Manual. SUBRECIPIENT shall comply with all applicable laws, regulations and program guidance. SUBRECIPIENT must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements.
 - iii. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; 28 CFR Part 23 “Criminal Intelligence Systems Operating Policies”; 49 CFR Part 1520 “Sensitive Security Information”; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 29 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and certification regarding debarment, suspension and other responsibility matters; 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.
 - iv. Mini-Brooks Act. Subrecipients that are governmental entities or otherwise subject to the requirements of the Local Government Commission (LGC) per 20 NCAC 03 are required under North Carolina law to follow rules and regulations in the “Mini-Brooks Act”, G.S. 143-64.31, for the procurement of certain professional services performed by architects, engineers, surveyors, and construction managers at risk.
 - v. Conflicts of Interest. See paragraph M.iii. below.
 - vi. Complete all procurement by February 28, 2026.
- D. Comply with current federal laws and suspension and debarment regulations pursuant to 2 CFR 200.213 – 200.214, 2 CFR Part 180 and U.S. Office of Management and Budget (OMB) Guidance, which requires in

pertinent part that when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded.

SUBRECIPIENT shall be responsible to ensure that it has checked the federal System for Awards Management (SAM), <https://sam.gov/content/exclusions> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors>, to verify that contractors or subrecipients have not been suspended or debarred from doing business with the federal government.

- E. Per 09 NCAC 03M, agencies shall not disburse any state financial assistance to an entity that is on the [Suspension of Funding List](#) (SOFL). OSBM maintains the SOFL. The SOFL is updated on a weekly basis. SUBRECIPIENT is prohibited under this MOA from procurement, and/or contracting with any entity listed on the SOFL using these grant funds.
- F. Indirect Costs. No indirect or administrative costs will be charged to this award. See [2 CFR 200.332\(a\)](#).
- G. Requests for Reimbursement (RFR). Submit RFR for items or services received to: slcgp@ncdps.gov. RECIPIENT will reimburse SUBRECIPIENT for eligible costs as outlined in the applicable DHS program guidelines and FY2022 SLCGP NOFO. SUBRECIPIENT must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from RECIPIENT. SUBRECIPIENT must submit request for reimbursement within 60 days of payment of invoice. Requests for reimbursement submitted more than 60 days after SUBRECIPIENT payment of invoice may be denied.

RFR must include sufficient documentation that approved expenditures have been properly invoiced and paid by SUBRECIPIENT, and that the products and/or services have in fact been received by SUBRECIPIENT. RFRs must also include a cost report form (supplied by the RECIPIENT) and a summary of all expenditures included in the RFR completed by SUBRECIPIENT. Summary of expenditures should include at a minimum: vendor name, date of purchase, invoice number, total invoice amount, and reimbursable amount.
- H. Funds Management. SUBRECIPIENT agrees that funds paid through this grant shall be accounted for in a separate fund and accounting structure within SUBRECIPIENT's central accounting and grant management system. SUBRECIPIENT agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with the funding for this grant.
 - i. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this grant shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this MOA. Subrecipient must have an acceptable local travel regulation plan or accept the state travel regulations. Refer to [2 CFR 200.475](#) for travel costs.
 - ii. If eligible, SUBRECIPIENT shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this grant, pursuant to [N.C.G.S. 105-164.14](#); and (b) exclude all refundable sales and use taxes from all reported expenditures.
- I. Maintain Required Subrecipient File Documentation as specified in this MOA (Attachment 3). SUBRECIPIENT is required to maintain all records of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below. SUBRECIPIENT must meet the record retention requirements in 2 CFR 200.334 and must maintain a file for each SLCGP grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:
 - i. Resolution/ordinance establishing SUBRECIPIENT as a state or local government entity, or nonprofit organization.
 - ii. Award letter, MOA, and supporting attachments.
 - iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and proof(s) of payment.
 - iv. Audit findings and corrective action plans.

- J. Property and Equipment. SUBRECIPIENT shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:
- i. Only allowable equipment listed in the Authorized Equipment List ([AEL](#)) for SLCGP are eligible for purchases from this grant.
 - ii. Property and equipment purchased with SLCGP funds shall be titled to SUBRECIPIENT, unless otherwise specified by NCEM, DHS and/or FEMA. SUBRECIPIENT shall be responsible for the custody and care of any property and equipment purchased with SLCGP funds furnished for use in connection with this MOA, and shall reimburse RECIPIENT for any loss or damage to said property until the property is disposed of in accordance with SLCGP Program requirements. RECIPIENT will not be held responsible for any property purchased under this MOA.
 - iii. SUBRECIPIENT must utilize all property and equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM.
 - iv. RECIPIENT and SUBRECIPIENT shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. SUBRECIPIENT may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to RECIPIENT. The grant summary, cost reports with backup documentation, certificate of title, and any other SUBRECIPIENT reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition, and identification number may be used to meet this requirement.
 - v. SUBRECIPIENT must ensure a control system exists to ensure adequate safeguards to prevent loss, damage, or theft. SUBRECIPIENT shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented and made part of the official project records.
 - vi. SUBRECIPIENT or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
 - vii. Use. Per 2 CFR 200.313, during the time that equipment is used on the project or program for which it was acquired, SUBRECIPIENT must also make the equipment available for use on other projects or programs currently or previously supported by this or other federal grants, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by DHS that financed the equipment and second preference must be given to other programs or projects under grants from other federal awarding agencies. NCEM, in conjunction with DHS and/or FEMA, will determine and direct how equipment will be redeployed.
 - viii. Disposition Procedures. Unless otherwise directed by RECIPIENT, DHS and/or FEMA, SUBRECIPIENT may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program, or for other activities currently or previously supported by a federal awarding agency. However, SUBRECIPIENT must notify RECIPIENT (SLCGP@ncdps.gov) prior to disposing of any equipment purchased with grant funds. Items with a fair market value of less than \$5,000 may be retained, transferred, or otherwise disposed of with prior approval of NCEM and in accordance with disposition requirements in 2 CFR 200.313. Unless otherwise directed by NCEM, DHS and/or FEMA, items with a current per unit standard federal or fair market value in excess of \$5,000 may be retained, transferred, or otherwise disposed of with prior NCEM approval in accordance with disposition requirements in 2 CFR 200.313. SUBRECIPIENT must provide documentation that includes the method used to determine current fair market value.
- K. Communications equipment. In an effort to align communications technologies with current statewide communications plans, systems, networks, strategies, and emerging technologies, the NCEM Communications Branch requires that purchases made with grant funds meet the standards identified in Attachment 4.

L. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise, or work activities beyond that identified in the approved scope of work specified in Attachment 1 and any approved amendments, shall be the sole responsibility of SUBRECIPIENT and shall not be reimbursed under this MOA.

M. Conflicts of Interest.

- i. State Law. Per [N.C.G.S. § 143C-6-23\(b\)](#), SUBRECIPIENT is required to file with RECIPIENT a copy of SUBRECIPIENT's policy addressing conflicts of interest that may arise involving SUBRECIPIENT's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as SUBRECIPIENT's employees or members of its board or other governing body, from RECIPIENT's disbursing of grant funds, and shall include actions to be taken by SUBRECIPIENT or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. **The policy shall be filed before RECIPIENT may disburse any grant funds.**
- ii. Federal Law – Grant Administration. Per 2 CFR 200.112 and the [2023 FEMA Preparedness Grants Manual](#), all subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of a federal grant award. For purposes of this MOA, conflicts of interest may arise in situations where a subrecipient employee, officer, or agent, any members of his or her immediate family, or his or her partner has a family relationship, close personal relationship, business relationship, or professional relationship, with anybody at DHS, FEMA and/or NCEM involved in the administration of this grant award.
- iii. Federal Law – Procurement. Per 2 CFR 200.318 and the [2023 FEMA Preparedness Grants Manual](#), all subrecipients that are non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the subrecipient. All subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, subrecipients must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

N. Environmental Planning and Historic Preservation (EHP) Compliance. Subrecipients proposing projects that could impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. For details: <https://www.fema.gov/grants/preparedness/preparedness-grants-ehp-compliance>. See paragraph 14. below.

O. All materials publicizing or resulting from award activities, including websites, social media and TV/radio, shall contain this acknowledgement: "This project was supported by a federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management." Use of DHS seal(s), logo(s) and flags must be approved by DHS. Printed as a legend, either below or beside the logo(s) shall be the words "Funded by US Department of Homeland Security".

P. Comply with the applicable federal statutes, regulations, policies, guidelines, requirements and certifications as outlined in the [FY 2022 SLCGP NOFO](#) and Subaward Notification.

Q. DHS Standard Terms and Conditions

SUBRECIPIENT must comply with all applicable provisions of the FY22 [DHS Standard Terms and Conditions](#) (Attachment 5). This applies to all new federal financial assistance awards funded in FY22. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY22 DHS Standard Terms and Conditions is housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

- R. **Closeout Reporting Requirements.** In accordance with [2 CFR 200.344](#), SUBRECIPIENT must submit to RECIPIENT, no later than 90 calendar days after the end date of the POP, all financial, performance, and other reports as required by the terms and conditions of the federal award, this MOA and FY22 [DHS Standard Terms and Conditions](#) (Attachment 5), incorporated by reference herein, for the performance of the activities.

Documentation required

- i. A complete accounting of how all grant funds were used.
- ii. A Certification stating the funds were used for the purpose appropriated.
- iii. A closeout letter indicating that the approved scope of work is complete.
- iv. Any other closeout documentation requested by RECIPIENT.
- v. SUBRECIPIENT agrees that all program activity results information reported shall be subject to review and authentication and SUBRECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by RECIPIENT, as RECIPIENT executes any audit internal audit responsibilities.
- vi. Once the complete final performance and financial status report package has been received and evaluated by RECIPIENT, SUBRECIPIENT will receive official notification of MOA close-out from RECIPIENT.
- vii. The notification will inform SUBRECIPIENT that RECIPIENT is officially closing the MOA and retaining all MOA files and related material for a period of three (3) years or until all audit exceptions have been resolved, whichever is longer.

10. Taxes

SUBRECIPIENT shall be considered to be an independent subrecipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by SUBRECIPIENT under this grant.

If eligible, SUBRECIPIENT shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this grant, pursuant to [N.C.G.S. 105-164.14](#); and (b) exclude all refundable sales and use taxes from all reported expenditures.

11. Warranty

As an independent subrecipient, SUBRECIPIENT will hold RECIPIENT harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the [North Carolina Tort Claims Act](#). Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

12. State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M

North Carolina state law ([N.C.G.S. 143C-6-23](#) and [09 NCAC 03M](#)) requires every nongovernmental entity (including non-profit organizations) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year. **Government entities including counties and local governments are not required to file these reports.**

Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for nongovernmental subrecipients (including non-profit organizations) to meet these requirements:

<https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance>.

13. Audit Requirements

For all federal grant programs, SUBRECIPIENT is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

Per 2 CFR 200.501, a subrecipient that receives a combined \$750,000 or more in funding from all federal funding sources, even those passed through a state agency, must have a single audit conducted in accordance with 2 CFR 200.514 and GAGAS within 9 months of the subrecipient's fiscal year end. SUBRECIPIENT must:

- A. Post the single audit conducted in accordance with 2 CFR 200.514 and GAGAS to the Federal Audit Clearinghouse <https://harvester.census.gov/facweb/>.
- B. Submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with GAGAS. This can, at the option of SUBRECIPIENT, be the same single audit submitted to the Federal Audit Clearinghouse in paragraph 13.A. above.
- C. Make copies of the single audit available to the public.

Per 09 NCAC 03M.0205, a non-state entity that is not exempt from the requirements of SUBCHAPTER 03M – UNIFORM ADMINISTRATION OF STATE AWARDS OF FINANCIAL ASSISTANCE per 09 NCAC 03M.0201, that receives a combined \$500,000 or more in North Carolina state funding or federal funding passed through a state agency must within 9 months of the non-state entity's fiscal year end submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): <https://www.gao.gov/yellowbook>.

If SUBRECIPIENT is a unit of local government in North Carolina, SUBRECIPIENT may be subject to the audit and reporting requirements in [N.C.G.S. 159-34](#), Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the SUBRECIPIENT and are subject to change (see [Local Government Commission](#) for more information). See also [20 NCAC 03](#) (Local Government Commission).

14. Construction, Renovation, and Infrastructure Projects

All construction and renovation projects require [EHP](#) review. Recipients and subrecipients are encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and local EHP laws and requirements). Projects for which the recipient believes an Environmental Assessment (EA) may be needed, as defined in [DHS Instruction Manual 023-01-001-01, Rev 01, FEMA Directive 108-1, and FEMA Instruction 108-1-1](#), must also be identified to the FEMA HQ Preparedness Officer within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the POP. EHP policy guidance and the EHP Screening Form, can be found online at: <https://www.fema.gov/media-library/assets/documents/90195>. EHP review materials should be sent to slcgp@ncdps.gov.

Written approval must be provided by FEMA prior to the use of any SLCGP funds for construction or renovation. When applying for construction funds, recipients must submit evidence of approved zoning ordinances, architectural plans, and any other locally required planning permits. Additionally, recipients are required to submit a SF-424C form with budget information for the construction project, and an SF-424D form for standard assurances for the construction project.

Subrecipients using funds for construction projects must comply with:

- A. Davis-Bacon Act (codified as amended at 40 U.S.C. §§ 3141 et seq.). See 6 U.S.C. § 609(b)(4)(B) (cross-referencing 42 U.S.C. § 5196(j)(9), which cross-references Davis-Bacon). Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character like the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the Davis-Bacon Act, including Department of Labor (DOL) wage determinations, is available online at <https://www.dol.gov/whd/govcontracts/dbra.htm>.

B. [Build America, Buy America Act](#) (BABAA)

If funding from this grant program is used for an “infrastructure” project, all iron, steel, manufactured products & construction materials used in the project must be produced in the U.S. per the [Build America, Buy America Act](#) (BABAA), unless an [approved waiver](#) applies, including the [Small Projects Waiver](#), which waives the BABAA requirements for all projects that do not exceed the federal simplified acquisition threshold (currently set at \$250,000). Recipients and subrecipients of this grant must also ensure that all contracts (including purchase orders) subject to BABAA include a required contract clause and self-certification of compliance pursuant to [FEMA Interim Policy #207-22-0001: Buy America Preference in FEMA Financial Assistance Programs for Infrastructure](#).

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

15. Subrecipient Monitoring

See Attachment 6 for subrecipient monitoring.

16. Points of Contact

To provide consistent and effective communication between SUBRECIPIENT and RECIPIENT, each party shall appoint a principal representative(s) to serve as its central point(s) of contact (POC) responsible for coordinating and implementing this MOA. The NCEM contacts shall be: Assistant Director for Homeland Security, Assistant Director - Administration, the NCEM Grants Management Branch staff, and the NCEM Field Branch staff. SUBRECIPIENT point(s) of contact shall be the person(s) designated by SUBRECIPIENT in the approved application (Attachment 1), unless otherwise specified by SUBRECIPIENT. Each party shall keep the other apprised of changes to their POC.

All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.
- B. Is or becomes part of the public domain, through no fault of the receiving party.
- C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.
- D. Is independently developed at the receiving party by someone not privy to the confidential information.

17. Public Records Access

While this information under federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office.

Information maintained by RECIPIENT in connection with this MOA and grant award is subject to the [North Carolina Public Records Act](#), Chapter 132 of the North Carolina General Statutes and is subject to [public records requests](#) through NCDPS.

18. Contracting/Subcontracting

If SUBRECIPIENT contracts/subcontracts any or all purchases or services under this MOA, then SUBRECIPIENT agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. SUBRECIPIENT and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold NCEM harmless against all claims of whatever nature arising out of the contractors/subcontractor's performance of work under this MOA. **If SUBRECIPIENT contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be submitted to NCEM along with the RFR in accordance with SUBRECIPIENT responsibilities in paragraph 9.G. above.** A contractual arrangement shall in no way relieve SUBRECIPIENT of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. SUBRECIPIENT is bound by all special conditions of this grant award as set out in the grant application and the grant award letter Subaward Agreement incorporated by reference herein, as well as all terms, conditions and restrictions of the FY2022 SLCGP NOFO referenced herein.

19. Antitrust Laws

All signatories of this MOA will comply with all applicable state and federal antitrust laws.

20. Prohibition on purchasing certain telecommunications - [John S. McCain National Defense Authorization Act for Fiscal Year 2019](#) – Public Law 115-232, section 889 – 2 CFR 200.16

Effective August 13, 2020, FEMA grant recipients and subrecipients may not use any FEMA funds under open or new awards to procure certain covered telecommunications equipment or services.

Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

- A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities).
- B. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- C. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." See 2 C.F.R. § 200.471. **FEMA Policy #405-143-1** Guidance is available in [FEMA Policy #405-143-1](#), Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services issued May 10, 2022.

21. Divestment and Do-Not-Contract Rules

The State of North Carolina, through the Department of State Treasurer, follows several divestment and do-not-contract mandates. Information about each of these mandates is available at: <https://www.nctreasurer.com/about/transparency/commitment-transparency/divestment-and-do-not-contract-rules>. SUBRECIPIENT may not contract with any vendors on any of these designated divestment and do-not-contract lists using SLCGP grant funds, and SUBRECIPIENT must comply with all other requirements of these divestment and do-not-contract laws.

22. Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Lobbying Prohibition

SUBRECIPIENT certifies, to the best of its knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or federal agency, a member of the NC General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

24. Assurance of Compliance with Civil Rights Act of 1964 – Title VI, Civil Rights Act of 1968, and Related Provisions

During the performance of this agreement, SUBRECIPIENT for itself, its assignees and successors in interest agrees as follows:

- A. Age Discrimination Act of 1975
Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- B. Americans with Disabilities Act of 1990
Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- C. Civil Rights Act of 1964 - Title VI
Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
- D. Civil Rights Act of 1968
Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S.

Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

E. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

F. Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Subrecipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>. Guidance for Department-Supported Organizations to Provide Meaningful Access to People with Limited English Proficiency | Homeland Security CRCL announced that DHS has published new Guidance for recipients of DHS financial assistance in the Federal Register.

G. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

H. Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

I. Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

25. Assurance of Compliance with Privacy Act

Subrecipient agrees:

- A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Subrecipient, its third-party subrecipients, contractors, or their employees to accomplish a DHS function.
- B. To notify DHS when the Subrecipient or any of its third-party contractors, subcontractors, subrecipients, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individual's name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this MOA until the necessary and applicable approval and publication requirements have been met.

- C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub-grant, or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or subrecipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and
- D. To include the text of Sections 30 parts A through C in all third-party contracts, and sub grants under which work for this MOA is performed or which is awarded pursuant to this MOA, or which may involve the design, development, or operation of a system of records on behalf of the DHS.

26. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

27. Certification Regarding [Drug-Free Workplace Requirements](#) (Subrecipients Other Than Individuals)

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 C.F.R. Part 3001](#), which adopts the Governmentwide implementation ([2 C.F.R. Part 182](#)) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

28. Term of this Agreement

Regardless of actual execution date, this MOA shall be in effect from the start of the POP on December 1, 2022, to the end of the POP.

29. Statement of Assurances

SUBRECIPIENT must complete either [Office of Management and Budget \(OMB\) Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#), or both, as applicable.

- A. Subrecipients that only have construction work and do not have any non-construction work need only submit the construction form (i.e., SF-424D) and not the non-construction form (i.e., SF-424B), and vice versa. However, subrecipients who have both construction and non-construction work under this grant must submit both the construction and non-construction forms.
- B. SUBRECIPIENT must complete the appropriate form(s) and submit to NCEM Grants Management Branch (slcgp@ncdps.gov) upon execution of this MOA. SUBRECIPIENT must still complete the appropriate form(s) even if certain assurances in the form may not directly apply to SUBRECIPIENT's specific program to ensure that all possible situations are covered.

30. Situs

This MOA shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

31. Other Provisions/Severability

Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

32. Entire Agreement

This MOA and any annexes, exhibits and amendments annexed hereto, and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

33. Modification

This MOA may be amended only by written amendments duly executed by RECIPIENT and SUBRECIPIENT.

34. Termination

The terms and conditions of this MOA, as modified with the consent of all parties, will remain in effect until February 28, 2026. Either party upon thirty days advance written notice to the other party may terminate this MOA. Upon approval by DHS, FEMA, and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200.340 and the 2022 SLCGP NOFO, incorporated by reference herein, SUBRECIPIENT shall reimburse NCEM for said property and/or expenses.

35. Compliance

SUBRECIPIENT shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications, and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. This includes all requirements contained in the applicable FY 2022 SLCGP [NOFO](#) referenced in paragraph 2 above. SUBRECIPIENT shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340. Additional conditions may also be placed upon SUBRECIPIENT for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring. See Attachment 6 for subrecipient monitoring.

36. Execution and effective date

This grant shall become effective upon return of the original grant award letter and MOA, properly executed on behalf of SUBRECIPIENT, to NCEM on behalf of RECIPIENT and will become binding upon execution of all parties to this MOA. The conditions of this MOA are effective upon signature by all parties.

This MOA shall be in effect from 12/01/2022 through the end of the POP. Failure to provide applicable cost reports, proofs of payment and/or a de-obligation request letter within 30 days of the end of the POP may result in automatic de-obligation of grant funds.

37. Attachments

All attachments to this MOA are incorporated as if set out fully herein.

- A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.
- B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:
 - Attachment 1 Scope of Work
 - Attachment 2 Annual Progress Report Form
 - Attachment 3 Required Subrecipient File Documentation
 - Attachment 4 NCEM Communications Branch Memo
 - Attachment 5 FY22 [DHS Standard Terms and Conditions](#)
 - Attachment 6 Subrecipient Monitoring

AUTHORIZED SIGNATURE WARRANTY

THE UNDERSIGNED REPRESENT AND WARRANT THAT THEY ARE AUTHORIZED TO BIND THEIR PRINCIPALS TO THE TERMS OF THIS MOA. IN WITNESS WHEREOF, RECIPIENT AND SUBRECIPIENT HAVE EACH EXECUTED THIS MOA AND THE PARTIES AGREE THAT THE MOA IS EFFECTIVE AS OF THE POP START DATE, EVEN IF THIS MOA IS SIGNED BY ANY PARTIES AFTER THAT DATE.

For RECIPIENT:

By: William Ray Date: 9/20/2023 | 12:51:50 EDT
William C. Ray, Director & Deputy
Homeland Security Advisor
North Carolina Department of Public Safety
Division of Emergency Management

For SUBRECIPIENT:

By: Lawrence P. Flint Date: 10/9/2023 | 12:08:00 EDT

By: _____ Date: _____

By: _____ Date: _____

Approved as to Form:

By: Will Polk Date: 9/20/2023 | 12:34:43 EDT
William Polk, Deputy General Counsel
Reviewed for the North Carolina
Department of Public Safety to fulfill the
purposes of the DHS Homeland Security
Grant Program

Attachment 1

2022 NCEM State & Local Cybersecurity Grant Program (SLCGP) Application

To submit this application, rename the file to this format: [county/agency] "2022 SLCGP Grant Application" and forward to slcgp@ncdps.gov.

Organization

Legal name:	City of Southport		
Street:	1029 N. Howe St.		
City:	Southport	Zip Code:	28461
County:	Brunswick		
EIN:	56-6001338		
UEID:	NS54GT3ZD7N9		
Organization Type:	☒ Local Government ☐ Tribe ☐ State Agency ☐ Community College		
Rural Community: (population < 50,000)	☒ Yes ☐ No		

Point of Contact

Name:	Dorothy Dutton	Title:	City Clerk
Email:	ddutton@cityofsouthport.com	Phone:	9104577900

Project Manager

Name:	Eileen Hennessey	Title:	IT Consultant
Email:	ephennessey@cityofsouthport.com	Phone:	9104090939

Financial Officer

Name:	Paul Gross	Title:	Finance Director
Email:	pgross@cityofsouthport.com	Phone:	9104577900

Authorizing Official

Name:	Bonnie Therrien	Title:	City Manager
Email:	btherrien@cityofsouthport.com	Phone:	9104577900

Project InformationTitle: **CyberSecurity**Purpose: **Secure City email and Data. End user Training.**Project Objective:
(select one)

- ☒ Develop and establish appropriate governance structures, including developing, implementing, or revising cybersecurity plans, to improve capabilities to respond to cybersecurity incidents and ensure continuity of operations.
- ☐ Understand their current cybersecurity posture and areas for improvement based on continuous testing, evaluation, and structured assessments.
- ☐ Implement security protections commensurate with risk.
- ☐ Ensure organization personnel are appropriately trained in cybersecurity, commensurate with responsibility.

Required Elements

Addressed:

(check all that apply)

- ☒ Manage, monitor, and track information systems, applications, and user accounts.
- ☒ Monitor, audit, and track network traffic and activity.
- ☒ Enhance the preparation, response, and resilience of information systems, applications, and user accounts.
- ☒ Implement a process of continuous cybersecurity vulnerability assessments and threat mitigation practices prioritized by risk.
- ☒ Adopt and use best practices and methodologies to enhance cybersecurity.
- ☐ Transition to a .gov internet domain.
- ☐ Ensure continuity of operations including by conducting exercises.
- ☒ Identify and mitigate any gaps in the cybersecurity workforces, enhance recruitment and retention efforts, and bolster the knowledge, skills, and abilities of personnel (reference to NICE Workforce Framework for Cybersecurity)
- ☒ Ensure continuity of communications and data networks in the event of an incident involving communications or data networks
- ☒ Assess and mitigate, to the greatest degree possible, cybersecurity risks and cybersecurity threats.
- ☒ Enhance capabilities to share cyber threat indicators and related information between the eligible entity and the Department
- ☒ Leverage cybersecurity services offered by the Department
- ☒ Implement an information technology and operational technology modernization cybersecurity review process
- ☒ Develop and coordinate strategies to address cybersecurity risks and cybersecurity threats
- ☐ Ensure rural communities have adequate access to, and participation in, plan activities
- ☐ Distribute funds, items, services, capabilities, or activities

Project Requires an Environmental Planning & Historic Preservation (EHP) Assessment :

☐ Yes ☒ No

Project and Budget Narrative

Project Narrative

The City of Southport would like to put more cyber security products and policies in place to secure our data. This is a 3 tier strategy of End user Protection, Email Security and End user training. To accomplish this we are going to use Sentinel One singularity XDR Platform, Armorblox Advanced Threat Protection, and KnowBe4 Security Awareness Training.

Investment Strategy

Collaboration

Budget Narrative

Milestone timeline for individual activities

2023	2024	2025	2026
Obtain & Install Products	Maintain & Monitor Product	Maintain & Monitor Product	Maintain & Monitor Product

Impact/Outcomes

Increase Security and reduce risk of outside infiltration and corruption of network and data.

Planning/Organization/Training/Exercises Costs

<u>Expenditure Area</u>	<u>Description</u>	<u>Total Cost</u>
Planning	Review Training options & policies	7,000.00
Organization	Organizing Training & Review	5,000.00
Training	Software cost KnowBe4 (90)	2,000.00
Exercises	Rollout of products and maintenance	5,000.00

Equipment Costs

<u>Qty</u>	<u>AEL #</u>	<u>Description</u>	<u>Total Cost</u>
1		Sentinel One singularity XDR Platform	1,790.00
1		Armorblox Advanced Threat Protection	20,000.00

Funding Summary

<u>Expenditure Area</u>	<u>Total Cost</u>
Planning	7,000.00
Organization	5,000.00
Equipment	21,790.00
Training	2,000.00
Exercises	5,000.00
Total	40,790.00

Additional Information

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Acknowledge the following statements (check all eight, or application will be considered incomplete):

- ☒ This application includes complete and accurate information.
- ☒ Any project having the potential to impact the environment, historic or cultural resources must submit an Environmental Planning & Historic Preservation (EHP) form.
- ☒ Projects with funds allocated for Emergency Communications must meet applicable SAFECOM Guidance recommendations. Such investments must be coordinated with the NC State Interoperability Executive Committee (SIEC) to ensure interoperability and long-term compatibility.
- ☒ Receiving SLCGP funding requires annual Nationwide Cybersecurity Review (no cost) and signing-up for required cyber hygiene services as specified in the SLCGP NOFO .
- ☒ Projects with funds allocated for equipment are required to check all equipment purchases against the FEMA Authorized Equipment List.
- ☒ Submission of the project proposal does not guarantee funding.
- ☒ Entities must be able to sustain capabilities once SLCGP funds are no longer available.
- ☒ Any person who knowingly makes a false claim or statement in connection with this application may be subject to civil or criminal penalties under 18 U.S.C. section 287, 18 U.S.C. section 1001, 31 U.S.C. section 3729 and N.C.G.S sections 1-605 through 618 (North Carolina False Claims Act).

Sensitive Information (certify this statement only if applicable):

- ☒ Check this box if this application includes or contains “security features of electronic data processing systems, information technology systems, telecommunications networks, or electronic security systems, including hardware or software security, passwords, or security standards, procedures, processes, configurations, software, and codes” that you certify is not subject to public release per N.C.G.S. 132-6.1(c).

If you check this box, it is recommended that you submit this application via encrypted email and/or password protect this PDF file before submitting it (send file and password in separate emails). Consult your IT professionals for guidance on email encryption and/or password protection if needed.

Attachment 2

Annual Progress Report

FY 2022 SLCGP

Subrecipient: City of Southport

MOA #: 2280077

Grant award amount: \$ 40,790.00

<i>Complete the funds-expended blanks, activities status, and submission information for annual period indicated below. Return the completed form to your grants manager.</i>		
Annual	☐ 12/01/22 – 06/30/24 (due 07/31/24) ☐ 07/01/24 – 06/30/25 (due 07/31/25) ☐ 07/01/25 – End of POP (due 03/31/26, unless POP extended)	
FY22 SLCGP funds expended prior annual periods	Click or tap here to enter text.	
FY22 SLCGP funds expended this annual period	Click or tap here to enter text.	
Activities	Metric	Current Status
Equipment	Dates, current status. For examples, list identified needs, items in vendor negotiation, purchased, placed in service, etc.	
Planning	Dates, current status. For examples, list identified needs, updates or revisions made to plans, or those to be made.	
Training	Dates, status of training. For example, list identified needs, training planned, in progress, or conducted. Attach agenda and roster.	
Exercise	Dates, status of exercise. For example, list identified needs, exercise(s) planned, in progress, or conducted. Attach after action report.	
Submitted by	Click or tap here to enter text.	
Date	Click or tap here to enter text.	

Forward the completed report to **SLCGP@ncdps.gov**

Attachment 3

Required Sub-Recipient File Documentation

Sub-grantee or sub-recipient must meet the financial administration requirements in 2 C.F.R Part 200 and must maintain a file for each Homeland security grant award. The files must be available for review by the North Carolina Division of Emergency Management – Homeland Security Branch Staff for site visits, project closeout and future audits.

Sub-grantee or sub-recipient must include appropriate documentation in the file, including but not limited to the following documents:

- ☐ Grant Award and Memorandum of Agreement/ Memorandum of Understanding and Supporting Appendices
- ☐ Completed appropriate cost report forms with invoices and proof(s) of payment
- ☐ Audit Findings and Corrective Action Plans
- ☐ Equipment Inventory records with photo documentation of labeling

Non-Federal entities are required to maintain and retain the following:

- ☐ Backup documentation, such as bids and quotes.
- ☐ Cost/price analyses on file for review by Federal personnel, if applicable.
- ☐ Other documents required by Federal regulations applicable at the time a grant is awarded to a recipient.

FEMA requires that non-Federal entities maintain the following documentation for federally funded purchases:

- ☐ Specifications
- ☐ Solicitations
- ☐ Competitive quotes or proposals
- ☐ Basis for selection decisions
- ☐ Purchase orders
- ☐ Contracts
- ☐ Invoices
- ☐ Cancelled checks

Non-Federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks for verification.

Non-Federal entities who fail to fully document all purchases will find their expenditures questioned and subsequently disallowed.

Attachment 4



NC Department of Public Safety
EMERGENCY MANAGEMENT

Roy Cooper, Governor

Eddie M. Buffaloe Jr., Secretary
William C. Ray, Director

MEMORANDUM

TO: Derek Dorazio

FROM: Greg Hauser

DATE: June 12, 2023

SUBJECT: Requirements for Grant Funded Communications Equipment

To align communications technologies with current statewide communications plans, systems, networks, strategies and emerging technologies, the North Carolina State Interoperability Executive Committee (SIEC) requires that purchases made with U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) federal financial assistance meet requirements. These sources of funding include the Emergency Management Performance Grant (EMPG), Emergency Management Performance Supplemental Grant (EMPG-S), Emergency Management Performance American Rescue Plan Act Grant (EMPG-ARPA) and the Homeland Security Grant (HSGP). The below requirements must also be met for those purchases made with NCEM Capacity Building Competitive Grant (CBCG) and State and Local Cybersecurity Grant Program (SLCGP) funds. Included are the equipment identifiers as listed on the FEMA Authorized Equipment List (AEL) that are allowable, where applicable.

Radio purchases (06CP-01-BASE, 06CP-01-MOBL, 06CP-01-PORT)

Radio purchases can be classified into three parts: portable (handheld), mobile (vehicular/desktop) or console/consolette (software/infrastructure). These radios must appear on the current VIPER Approved Radio List, and have the following capabilities, i.e., the feature must be purchased and present in the radio:

- Capable of operating on a P25 radio system/network
- Capable of operating in a P25 Phase II (TDMA) environment
- Capable of passing and receiving AES/256-bit encryption
- Capable of utilizing more than one encryption key

Further information is available at:

<https://www.dhs.gov/science-and-technology/approved-grant-eligible-equipment>

All radios purchased using the above noted grant sources shall have the VIPER statewide required template in them. This template was approved by the SIEC on June 6th, 2021.



If a grant recipient chooses to operate in an encrypted environment, all radios purchased using the above noted grant sources shall follow the SIEC Interoperable Radio Encryption Standard Operating Guideline approved on May 28th, 2020.

If a radio purchase is requested for other, non-P25 networks the following are **NOT** eligible:

- Wouxun handheld or mobile radios (multiband)
- Baofeng handheld or mobile radios (multiband)
- Any other wireless device outlined in the Federal Communication Commission's (FCC) "List of equipment and services covered in section 2 of the Secure Networks Act" This list is a result of the passage of *H.R.5515 - John S. McCain National Defense Authorization Act in 2019*. Further information can be found at <https://www.fcc.gov/supplychain/coveredlist>.

Public Alerting Software Platforms (04AP-09-ALRT)

Public alerting software platforms are a means of alerting citizens of emergencies. There are two distinct functions that a software platform provides. There is a citizen sign up option for notifications and a wireless emergency alerting (WEA) function. The WEA function alerts smartphones and devices based on geographic location through the Integrated Public Alert and Warning System (IPAWS). Please make sure the purchasing agency is a North Carolina/FEMA approved public alerting authority (PAA). **If purchasing or subscribing to software, it must be identified on the attached "List of Alert Software Providers (AOSP) That Have Successfully Demonstrated Their IPAWS Capabilities."**

Voice Gateway Devices (06CP-02-BRDG)

Gateway devices are used to bridge disparate voice sources together to create a single line of communications. This can include radio, voice over IP, smart device application, etc. These devices are **NOT** allowed to be permanently mounted at Public Safety Answering Points (PSAP), tower sites or network rooms to permanently patch disparate radio systems. Written permission **must** be obtained from all system administrators authorizing the intended use of the gateway device on the system. Once this is completed, the requestor must obtain approval from the grant's manager through an email. This email should include the Communications Branch Manager and their NCEM Area Coordinator.

Items not included or referenced in this document must be clearly identified to ensure that interoperability, physical security, and cybersecurity priorities are followed. Examples include, but are not limited to:

- Smart device applications that integrate into first responder communications networks
- Infrastructure equipment that allows for the integration of smart device applications
- Equipment that uses shared radio frequency (RF) spectrum to create mesh networks

Questions can be directed to the SIEC via the NCEM Communications Branch for passage to the SIEC Chair and Vice-Chair.

WR/gh

Attachment 5

Fiscal Year 2022 FEMA Standard Terms and Conditions

Release Date: Mar 31, 2022

FEMA standard terms and conditions are updated each fiscal year (FY). This Fact Sheet displays the FEMA standard terms and conditions for FY 2022. These standard terms and conditions apply to all non-disaster financial assistance awards funded in FY 2022.

1. Environmental Planning and Historic Preservation (EHP) Review

For awards by the Grant Programs Directorate

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the [DHS/FEMA website](#). In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.



For awards by other FEMA offices

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. In order to initiate EHP review of your project(s), you must submit a detailed project description along with supporting documentation. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

2. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

3. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of



performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

4. Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

5. Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by [2 C.F.R. section 200.308](#).

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under [2 C.F.R. section 200.308\(f\)](#) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under [2 C.F.R. section 200.308\(h\)\(5\)](#) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first [Federal Financial Report \(SF-425\)](#) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.



6. Indirect Cost Rate

[2 C.F.R. section 200.210\(a\)\(15\)](#) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.



Attachment 6

Subrecipient Monitoring

Subrecipient is subject to monitoring by Recipient in accordance with the provisions of 2 CFR 200.332.

- A. Recipient may assess Subrecipient's risk of noncompliance with applicable laws, rules, regulations, policies and guidelines, and with the terms and conditions of this award, per 2 CFR 200.332(b).
 1. This includes the application and award process when Subrecipient was selected to receive this award, and it continues throughout the life of the award, such as ensuring Subrecipient remains eligible to receive funding as specified in **Funding Eligibility Criteria**.
 2. Subrecipient's prior experience with other grant awards by/through Recipient may also be included in the risk assessment.
 3. Depending on the risk, additional conditions may be imposed on this award at any time per 2 CFR 200.332(c).
 4. Subrecipient's activities may be continually monitored as necessary to ensure that this award is used for authorized purposes and in compliance with all applicable laws, rules, regulations, policies and guidelines, per 2 CFR 200.332(d).
- B. Monitoring will include Recipient reviewing all financial, performance and/or or cost reports - including all requests for reimbursement (and associated invoices and proof of payment) - submitted by Subrecipient as required in this MOA.
 1. Recipient will also review all other documentation required to be submitted by Subrecipient in this MOA, including equipment lists and inventories, after action reports for exercises, training course rosters and descriptions, all contracts and subcontracts executed by Subrecipient with funds from this award, and all project closeout documents.
 2. All documentation required to be retained by Subrecipient in this MOA, including all required Subrecipient file documentation per 2 CFR 200.334, is also subject to review and monitoring by Recipient (see **File Retention**).
 3. Any/all reports and audits required to be filed under federal and state law as specified in **State of North Carolina Reporting Requirements** and **Audit Requirements** are also subject to review and monitoring by Recipient.
- C. Any required documentation, reports or requests for reimbursement submitted late, incompletely, inaccurately and/or with discrepancies may elevate the risk status of Subrecipient and cause additional monitoring, imposition of additional award conditions, return of funds, negative determinations for future awards, and/or any other remedy for noncompliance specified in 2 CFR 200.339 (see **Compliance**).
 1. This includes any/all reports and audits required to be filed under federal and state law as specified in **State of North Carolina Reporting Requirements** and **Audit Requirements**.
 2. Failure to timely file complete and accurate audits and reports required under federal and state law may subject Subrecipient to additional monitoring and the full range of remedies for noncompliance specified in **Compliance**.
- D. Any findings or corrective actions identified in Subrecipient audits specifically related to this award may elevate the risk status of Subrecipient and cause additional monitoring, imposition of additional award conditions, return of funds, negative determinations for future awards, and/or any other remedy for noncompliance specified in 2 CFR 200.339 (see **Compliance**).

1. Such audit findings and corrective actions must be appropriately resolved by Subrecipient and are subject to monitoring, follow-up and verification by Recipient.
 2. Recipient may issue a Management Decision for applicable audit findings pertaining specifically to this award per 2 CFR 200.332 and 2 CFR 200.521, in addition to any Management Decisions issued by Subrecipient.
- E. Depending on the risk, Subrecipient monitoring may include, but is not limited to, the following measures: training and technical assistance, site visits, desk reviews, and audits (in addition to the audits specified in **Audit Requirements**).



City of Southport
Planning and Zoning Minutes
Community Building 223 E. Bay Street
September 21, 2023
6:00 P.M.

Members Present: Sue Hodgins, Will Hewett, Dick Sloan, Fred Fiss, Chris Jones, Roy Pender and Scott Jones.

Members Absent: Donnie Joyner and Kevin Locklin

Staff Present: Mo Meehan, City Planner
Tanya Shannon, Deputy Clerk
ChyAnn Ketchum, Communication Director
Sydney Heil, Community Building Administrator

Board of Aldermen Liaisons: Karen Mosteller and John Allen

- A. Chair Sue Hodgins called the meeting to order at 6:00 p.m.
- B. Mr. Scott Jones gave the Invocation.
- C. Chair Hodgins led the Pledge of Allegiance.
- D. Motion to approve the August 17, 2023, Meeting Minutes by Vice-Chair Hewett and second by Mr. Sloan. **Unanimous vote; Motion carried.**
- E. Motion to approve the Meeting Agenda By Vice-Chair Hewett and second by Mr. Pender. **Unanimous vote; Motion Carried.**
- F. **Public Comment:** Vice-Chair Hewett made a Motion to open Public Comment and was seconded by Mr. Sloan. **Unanimous vote; Motion Carried.**

There being no public comments, Chair Hodgins requested a Motion to close the Public Comment period. A Motion was made by Vice-Chair Hewett to close the Public Comment period and second by Mr. Sloan. **Unanimous Vote; Motion Carried.**

Vice-Chair Hewett made a Motion to appoint Chris Jones as a voting member in the absence of Mr. Joyner, seconded by Mr. Sloan. **Unanimous Vote; Motion Carried.**

- G. **Old Business:** None
- H. **New Business: Text Amendment- Section 3.9 setback exceptions and encroachments:** City Planner Meehan explained that the amendment to this section would allow heating and air conditioning (HVAC) units and similar equipment to encroach into a side or rear setback no more than forty-eight (48) inches or four(4) feet. Currently, Section 3.9.B.5 of the UDO states, "Sills, cornices, buttresses, ornamental features, gutters, eaves, heating and air conditioning units, and similar items may project into a required setback not more than 30 inches." The applicant, Cameron Smith, applied for this amendment to accommodate narrow lots approved for PUD subdivisions and nonconforming R-10 lots throughout Southport. Mr. Smith is a builder in the city and has stated that most HVAC and whole-house generators need to be 48" off the main structure to meet code requirements. As homes are being built on smaller lots, using most of, if not all, the buildable width for desired home designs is becoming a necessity. He further states that this causes an undue hardship on homeowners since the

units cannot go in the front of homes and many times the rear of the home does not work either. An example of this would be for properties that include a rear-loading garage.

The applicant, Mr. Smith, came to the podium and said that he feels the rationale behind the proposed amendment is valid. He said after 24 years as a contractor, he feels that most mechanical equipment would be unable to meet this requirement.

Mr. Fiss had concerns about the non-conforming lots without setbacks. He gave the example of tearing down a building and building it back in the same footprint: if there were 4 ft setbacks, how would it be possible to put equipment within that space? Ms. Meehan said the Fire Marshal reviewed this scenario and had no problem with it. Mr. Fiss noted that it would be a disadvantage if the equipment were back-to-back because it would be a safety hazard as well as a noise nuisance. He said generally, HVACs are fairly quiet, but generators are not. He said it would be a disservice to allow that kind of equipment that close to the other house. He is not in favor of the proposed amendment.

Mr. Scott Jones asked about the proposed amendment and the list of different situations. But in the rationale behind the revision, he said that it stated *Items that are fixed to the structure, such as cantilevers, etc., were enforced with the 30" rule but never the equipment (HVAC, generators, etc.)*. Mr. Jones wanted clarification that the cantilever rule would not change. Mr. Smith said he was not asking to change that part of the ordinance and that it was part of his rationale that cantilevers were always allowed 30 inches in the setback, but the equipment was not.

Mr. Smith commented on Mr. Fiss' statement that, on the flip side, there are narrow lots, and people do not want the equipment to take up their own outdoor living space in the front and back yard. He said that is a hardship for the property owner. Mr. Smith said that regardless of whether the setbacks were 4, 6, or 10 feet, not exceeding 30 inches is unreasonable.

Chair Hodgkin questioned how this issue has come to light. She questioned the statement that Mr. Smith said it has been allowed in the past and the problem has been going on for some time. She asked if this was from an improperly done inspection or lack of enforcement. Mr. Smith said the Ordinance has only been in effect for a few years and has been enforced by the new staff. Previously it was not enforced, and he did not know it existed. He does not think there was much thought when it was put in the revised UDO. He said 95% of the homes he has built have the units on the side, and he has seen no issue.

Chair Hodgkin asked why builders are not designing and developing smaller homes for PUDs. She questioned why developers would not consider sacrificing a few lots to make room for these accommodations. She asked the rationale behind building a home on every inch of the lot so that the houses sit on top of each other and there is no space for the HVACs and generators. She explained that there should be communication with the buyer to inform them that this plan will not be feasible because of the City Ordinance. She said we hear the term "maximizing profit," but why not consider reducing the number of lots to accommodate the equipment? Mr. Smith explained that the new PUDs have already been platted and designed for and primarily by him. He said that building smaller homes is not what his clients want, and he feels it is unnecessary to make the house 18 inches narrower, creating a hardship on their living areas.

Mr. Pender asked if the proposed amendment was just for non-conforming lots in the City. Planner Meehan said that it would be for any lot in the City. Mr. Pender noted that the City is long from what it used to be. But, even on the small 33 ft lots, people did not max them out. He said that now there is an influx of people coming in and being told they can maximize their homes' square footage.

Mr. Pender has concerns about how the ordinances are being overlooked and unenforced. He said this is part of the City's growing pains, and only the small lots are available unless you have a lot of money for the large lots. He said he sees the problem being that nobody tells the homeowner they cannot have the maximum square foot house because it can't accommodate their equipment on that size lot. He said it is time for the builders to tell their clients that they cannot build a certain size house on that size lot because of the setback requirements.

Mr. Fiss said it would make sense on an R-10 lot, but it doesn't make sense on non-conforming lots or PUDs. Mr. Smith asked if the problem was the 4-ft setbacks. Mr. Smith said most of the lots he builds on have 8-ft setbacks; Mr. Fiss said that would make more sense. Mr. Fiss asked if the average unit size was 36 inches. Mr. Smith said the average unit size is 48 inches, and it also has to be a certain distance off the house. Mr. Fiss said if you have a 4-ft setback and a 36-inch unit and 12 inches of space off the house, then that would make a 36-inch unit right on the line. And he said there would then need to be a certain amount of space for service.

Chair Hodgkin stated that she does not believe that setback requirements should change just because some have gotten away with it for a certain period of time. She said it sounds more reasonable to discuss the violations with the City Manager and Staff. Then, the Board can see if any changes need to be made to Section 4.15 E and Section 3.9 Dimensional Standards Requirements for setbacks and encroachments to see what improvements can be made to clarify all the situations that have been addressed. Chair Hodgkin asked the timeframe for reviewing a request for text amendments. Planner Meehan said the Planning Board has 90 days from the day the request is presented to recommend any action to the Board of Aldermen.

It was the consensus of the Board not to take action at this Meeting but come back in October - having had time to review these sections in the UDO – ready to make suggestions or ask questions of Staff as to what needs to be done for any appropriate text revision on those areas discussed. Chair Hodgkin requested a Motion to table the proposed text amendment for further review.

Mr. Fiss made a Motion to table the proposed Text Amendment Section 3.9 *Setback Exceptions and Encroachments* until further review of all the appropriate revisions can be discussed, second by Vice-Chair Hewett. **Unanimous Vote; Motion Carried.**

Mr. Smith noted that one of the main objections that he is hearing is having the equipment sitting too close to the setback for hazards and servicing issues. He said there could be a solution for a maximum distance for encroachment. He said, for example, the equipment can be no closer than 2 feet to the property line, so you are allowed to go 4 feet into the setback, but no closer than 2 feet to the property line. So, on the 6- and 8-ft setbacks, that would work. The 4-ft setback would not work in that scenario, but maybe that could be added to take the worry of having the equipment sitting out on the setback. Mr. Chris Jones concurred with the idea of having the equipment so far back from the line rather than talking about conforming and non-conforming lots.

- I. **Other Business: Update on Comprehensive Land Use Plan:** City Planner Meehan said there were two Consultant companies that were interviewed, and they both provided a brief presentation giving an outline on how they would be presenting the information to the City, including public engagement. Then they answered questions that were prepared by the Staff. She said Staff is now following up with the references that the companies provided, and talking with other local governments about services the companies have provided. She noted that Staff will present the recommendations to the Board of Aldermen in October.

Vice-Chair Hewett made a Motion to return Mr. Chris Jones to his alternate position and seconded by Mr. Pender. ***Unanimous Vote; Motion Carried***

J. Announcements: None

Chair Hodgins requested a Motion to Adjourn because there was no other business. A Motion was made to adjourn by Vice-Chair Hewett and seconded by Mr. Fiss. ***Unanimous vote; Motion Carried.***

Adjournment: 6:47 p.m.

Chair, Sue Hodgins

Deputy Clerk, Tanya Shannon

City of Southport Beautification Committee Minutes

Date: July 17, 2023 Minutes taken by: Karen Pasquale and Lynne Geiman

Location: Indian Trail Meeting Hall

Quorum determined: Meeting called to order by Lynne Geiman at: 5:00pm

In Attendance: Ken and Lynne Geiman, Robert Thatcher, Joe Fikentscher, Tom Lombardi, Randy Jones, Scott Bushman, Karen Pasquale

Absent: Larry Ashley

Guests: None

Approval of June 19, 2023 Minutes: Minutes amended, approved and seconded.

1. Committee Reports

a. Native Plant Pollinator Garden (NPPG): Lynne

- Nothing to report.

b. Communication Report: Lynne

- Nothing to report.

c. Youth Outreach: Lynne

- Nothing new to report.

d. Planting/Garden/Steward Program: Lynne

- Rob planted two replacement plants at Kingsley Park.
- Lynne added "4th of July color" plants to Garrison Lawn along with a few extra flags.

e. Financial Report: Lynne

- Current balance is \$3,000.00.

2. Old Business

a. July Workday: Lynne

- No monthly workday is scheduled for July.
- SBC held a "pop up" event on 7/15/23.
- On this day Lynne, Rob, Ken and Joe stained the 4 swings and the posts across from the Waterfront Park.

b. Taylor Field: Lynne

- All benches and tables were finished and delivered to area under the shelter at the park.
- Heather, once again, extended her thanks to SBC for working on this project.

c. July 4th Celebration: Lynne

- Randy was thanked by the committee for a wonderful town holiday celebration. Randy thanked us for participating on the float.

3. New Business

a. Future Projects: Lynne

- We will have summer “pop ups” for staining benches and sign painting.
- Randy will have a data base on all the signs in Southport. He would like to keep the signs all similar - all one brand. He asked Lynne to work with him on the sign data collection.
- Picnic tables and benches on Bay Street need to be stained.
- Posts on Garrison Lawn all needed to be repainted.
- We need to come up with a plan for Oliver’s Parking lot section.
- SBC will draw up a proposal to give to Heather to replace the Caviness stage deck and railing.

b. Holiday Lights: Lynne

- Red and green lights for the Xmas wreaths have been ordered and delivered.
- Randy paid for the lights out of his budget.
- Lynne and Ken brought one wreath home to put in the new green and red lights to view as a sample.
- Ken will build a stand to hang the sample wreath.
- Our plan is to replace the lights on all of the wreaths, 2 to 3 weeks before they will be hung in Southport.

c. SBC applicants for Open Positions: Lynne

- Lynne will reach out to Dorrie to see who has applied.

d. Approval of Budget for 7/1/23 – 6/30/24: Lynne

- Budget approved and seconded by the committee.

e. Election of Officers for the New Year, 7/1/23 – 6/30/24: Lynne

- Election of Officers was approved and seconded.
- Lynne Geiman, President. Rob Thatcher, Vice President. Karen Pasquale, Secretary.

f. Any Other Business: Lynne

- No other business

4. Adjourned: 5:37pm

Next meeting: September 18, 2023



**Historic Preservation Commission
Special Meeting Minutes
Indian Trail Meeting Hall
September 18, 2023
4:00 P.M.**

Members Present: Charles Drew, Josh Cline McGee, Bonner Herring, Bonnie Bray, Tal West, and Jim McKee (via Zoom).

Members Absent: Joanne Wesson and Alexis-Gore Graves

Staff Present: Maureen Meehan, City Planner
Tanya Shannon, Deputy Clerk

Alderman Liaison: Alderman Carroll

- A. Chairman Charles Drew called the meeting to order at 4:05 p.m.
- B. The Invocation was given by Chairman Drew
- C. The Pledge of Allegiance was led by Chairman Drew.

Chairman Drew appointed Ms. Bray and Mr. West into voting positions in the absence of Ms. Wesson and Ms. Gore-Graves.

- D. Mr. Pukenas made a Motion to approve the Agenda, seconded by Mr. West. ***Unanimous vote; Motion carried.***
- E. Mr. McGee Motioned to approve the August 22, 2023 Meeting Minutes, seconded by Mr. West. ***Unanimous vote; Motion carried.***
- F. **Public Comment:** Mr. Kurt Scheetz, 314 E. Bay Street, would like to ensure that the people who live in the Historic District can voice their concerns and give input to the decisions being made on the standards in the district. He would like to see public input meetings where the community can come and see the district maps and ask questions.
- G. **Old Business: Discussion and Review on the Draft Standards.** Chairman Drew stated that the draft standards had been completed at the last meeting and asked if anyone had any questions or concerns before moving forward. The Commissioners agreed that public input was valuable and that they should have conversations with the community to explain the purpose and plan for preserving the Historic District. Mr. Herring said that people want to help and be involved but do not want to be heavily restricted. He explained that there will be a case-by-case process on how updates, renovations, and new constructions are reviewed by each applicant. Mr. West asked Ms. Meehan to review the do's and don'ts for trees and plants. Ms. Meehan said there were earlier conversations regarding Palmettos and Sabel Palms and whether they should be allowable in the district. She said it was decided to allow the species in the Historic District and to follow the same guidelines and standards written in the city's tree ordinance. The intent, as always, is to protect and preserve. Mr. Pukenas stated the Historic Preservation Commission did a lot of work on drafting and noted that the Forestry Committee was also very helpful with recommendations. Ms. Bray asked if the final draft was posted publicly on the website. Ms. Meehan said yes, and also a way for people to submit questions and concerns to the Commission on the website.

Chairman Drew said the goal of the Commission is to establish standards that would not be overreaching but be encouraging and helpful. Mr. McGee noted that the Commission referenced Beauford, NC, for suggestions on standards, but the Commission removed a lot of standards that did not apply to Southport or were unnecessary. The guidelines and standards for the Historic Southport District are tailored to Southport.

- H. **New Business: Discussion and Set Date on Public Forum:** Mr. Haislip, 309 E. Bay Street, commented that he thinks it is best to have a public input form where the Commission can lay out what is not prohibited first so that people will not panic with regulations. He recommended explaining it in simple terms and letting the people know how this will affect them financially if they want to renovate, add on, or rebuild their home. And how the process works. Mr. McGee reiterated that many members also live in the Historic District and do not want to see it too restrictive.

There was discussion on the location of the Forum, and everyone agreed that the Community Building would be best. Members suggested having a district map(s) available and copies of the draft standards for the public. Ms. Bray recommended storyboards that would display various standards and illustrations. Chairman Drew said it would be good to open the meeting and then let the board break into groups where the people can come and ask questions or walk around and have discussions, then close the meeting. Ms. Bray questioned how to put out a notice to reach all the residents effectively. Ms. Meehan said it would be posted with a question submission link on the website. She said she would look for ways to insert flyers into utility bills. Mr. McGee said that the first forum would likely be an informative session for the public to provide feedback, and the second forum would be to come back together and discuss concerns.

The Board determined the First Public Forum will be held on October 16th at 4:00 p.m. and the Second Public Forum on November 14th at 6:00 p.m.

- I. **Other Business:** None

- J. **Announcements:** None

Chairman Drew appointed Mr. West and Ms. Bray back to their alternate positions.

There were no further business or comments. Mr. Pukenas made a Motion to adjourn and was seconded by Mr. McKee. ***Unanimous Vote; Motion Carried.***

Adjourn 4:57 p.m.

Chairman, Charles Drew

Deputy Clerk, Tanya Shannon



City of Southport

To: Mayor Hatem, Board of Aldermen, City Manager, Department Heads, and City Attorney.

From: Paul Fisher, Commissioner, N.C. Eastern Municipal Power Agency (NCEMPA)

Subject: Commissioners Meeting September 20, 2023, Wilson N.C

Date: September 25, 2023

Ellie Pittenger and I attended the subject meeting. Highlights are as follows:

CEO Report

See Enclosure 1.

Legislative Update

See Enclosure 2 and 3.

State: Budget held up by gambling issues. Expected to be completed and passed by the end of September 2023.

Federal: Budget discussion continues.

Working Capital

See Enclosure 4.

Annual 2023 ElectriCities Conference

See Enclosure 5.

UPDATE OF RIDER ONE

NCEMPA Commissioner reviewed the 2023 true-up for 2023, due primarily to the fluctuation of the price of national gas, projected to be between \$35 M to \$70 M.

The Commissioners approved the actions in the Expenditure Summary at Enclosure 6.

As always, if you have any questions, please call me at (910) 457-5102.

Paul Fisher, NCEMPA Commissioner

TO: NCEMPA Board of Commissioners
FROM: Roy Jones, CEO
DATE: September 13, 2023
SUBJECT: CEO Report

Operations:

- Load Management was successfully implemented in July and August for NCEMPA. In August NCEMPA experienced a shifted peak scenario which was reflected on the August wholesale bills.
- NCEMPA began to operate under the Tenth Amended FRPPA August 1, 2023, on an interim basis. The Settlement Judge certified the settlement to the FERC on August 24, including her recommendation the settlement be approved without condition or modification. In preparation for FERC acceptance of the Tenth Amended FRPPA, the Board of Directors will be approving a resolution to amend and restate the Full Requirements Power Sales Agreement with NCEMPA Members. The amendment would be administrative in nature modifying terms for consistency. Once approved NCEMPA staff will be reaching out with the packets for NCEMPA Members to approve.
- The NCEMPA Rate Committee met in person on September 13 to discuss the 2022 Full Requirements Power Purchase Agreement (FRPPA) True-up from DEP. The recommendation of the committee and the September DEP rate projections will be presented at our meeting next week.
- NERC is a top priority for Electricities as we maintain our culture of compliance. Currently all six JRO members are in compliance with the applicable reliability standards. This year work is being done to update all JRO Members one-line diagrams. Additionally, every 5 years NCEMPA facilitates a project to test all under-frequency load shedding (UFLS) relays per the NERC Protection and Control standards that is needed to comply. This test was completed successfully in 2021.
- NCEMPA executed a sale of its vintage 2022 SEPA RECs to VEPCO based on increased market value of Kerr-Philpott RECs within the Virginia market. NCEMPA has enough generic RECs to replace these for REPS compliance at a far cheaper price. Total benefit to NCEMPA's SEPA-participating Members is \$464,500. This will be reflected as a credit on the September wholesale bills (received early October) with allocation based on 2022 percentage SEPA received.

Financial:

- The August 2023 financial statements will be reviewed at the meeting next week.

Member Outreach:

- Attended the August 22 Town of Clayton Customer Appreciation breakfast.

Other Issues:

- We encourage you to participate in the 2023 Electricities member survey before it closes on Friday, September 29. This year's survey targeted board of directors, board of commissioners representatives and alternates, city managers, mayors, assistant city managers and utility directors. Please be sure to participate in the survey, member feedback is essential for our success. If you need a copy of your unique survey link, please reach out to Kelsey Lawhead at klawhead@electricities.org.

and 1

Legislative Update - State

- **Legislative**

- Budget
- Legislation being monitored:
 - S678, Clean Energy/Other Changes
 - Concession agreement language
 - H600, 2023 Regulatory Reform Act
 - Supply chain language

- **Annual Conference**

- Legislative update
- Advocacy and VOPP breakouts

- **Regulatory**

- Duke Energy files updated carbon plan



*Completed
the time 2*

Legislative Update – Federal

- **Congress**

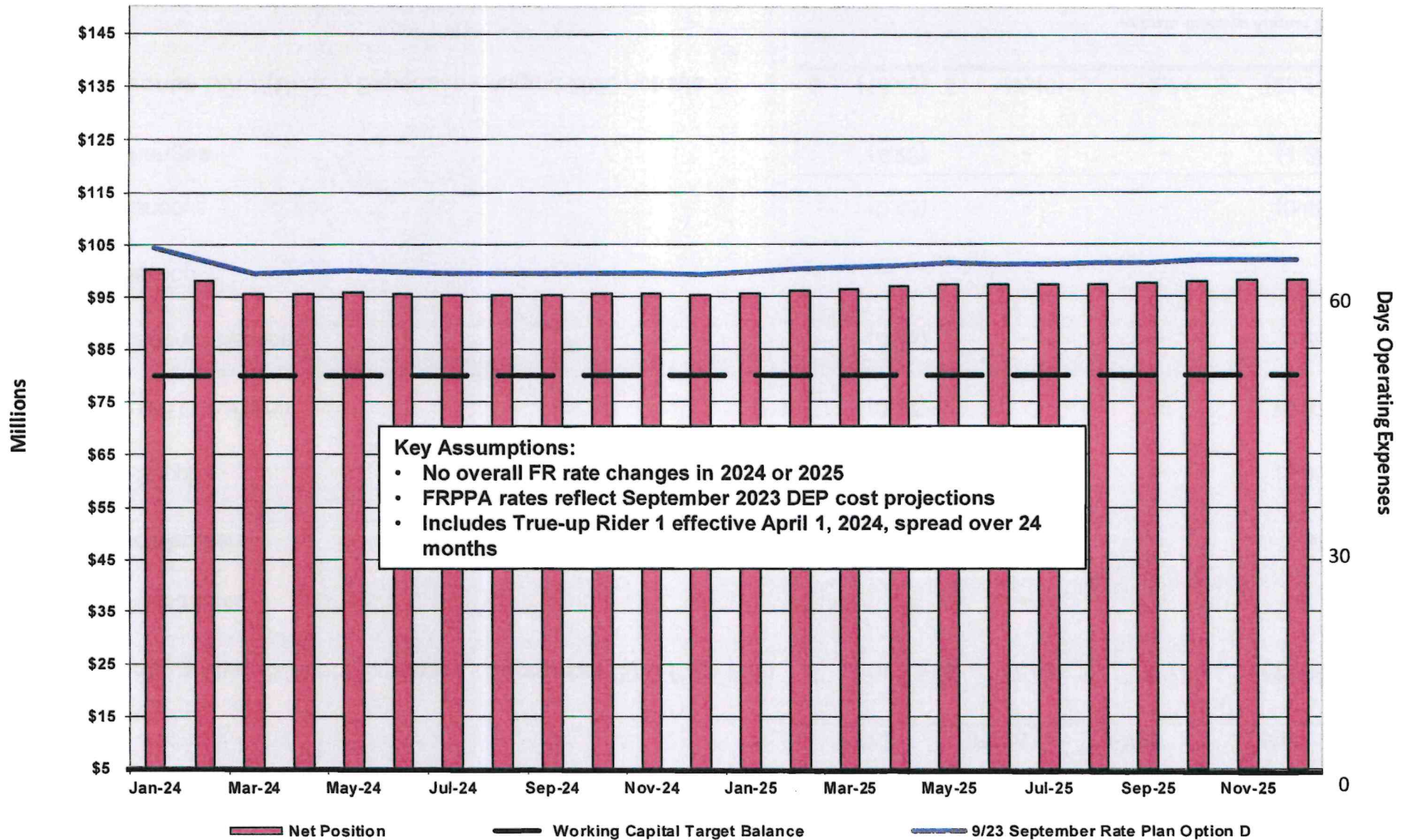
- Federal budget: shut down
- E&C Hearing on transformers
- October and November meetings
- 2024 APPA Legislative Rally

- **Executive/Regulatory**

- Continued focus on supply chain



Projected 2024-2025 Working Capital Funds Available at Month-End*



*The projections are based on the September 2023 Rate Work with updates for actuals through August 2023.

Actuals through August 2023

Encl 4

Omni Grove Park Inn – Aug. 12-14, 2024



Executive Summary

- Power Agency received from DEP the annual FRPPA true-up of the capacity rate, energy rate and CCR costs for calendar year 2022, a \$53M charge
 - By Fall 2022, NCEMPA was aware of the large system average energy rate disparity and an early \$40M payment in December 2022 was made and the remaining \$13M balance paid in July.
- As designed, Rider No. 1 automatically passes through the annual FRPPA true-up to the Members, but also includes a provision to allow for suspension and reinstatement at any time
- NCEMPA Rate Committee recommends modifying Rider No. 1 to recover the 2022 FRPPA true-up over 24 months effective April 2024 through March 2026 to replenish working capital
- Given the potential for the 2023 true-up to be of the same magnitude as the 2022 true-up and the DEP September projections the preliminary rate path has identified the need for a rate increase prior to the debt rolling off in July 2025 which will be reviewed at the January 2024 rate committee meeting.

September 26, 2023

To: City of Southport

Attention: City Manager Bonnie Therrien

Subject: Resignation

The purpose of this letter is to inform the City of Southport that I will resign my position as a Commissioner on the N.C. Eastern Municipality Power Agency (NCEMPA) and as a Rate Committee Member on the NCEMPA Rate Committee effective December 1, 2023.

It has been a pleasure to work with the personnel of the City of Southport, Electricities and the members of the NCEMPA for the past 30-plus years. This group has always had the customer in mind and provided the customer with safe, reliable power at an affordable price.

Sincerely,

A handwritten signature in black ink, reading "Paul D. Fisher". The signature is written in a cursive style with a horizontal line underneath the name.

Paul Fisher, Southport NCEMPA Commissioner

SEPTEMBER 2023 SALES DATA COMPARISON AND SAVINGS

SALES TYPE	2022 Sales	2023 SALES	DIFFERENCE	% CHANGE
RETAIL	\$ 342,984.45	\$ 401,519.35	\$ 58,534.90	17.07
MXB SALES	\$ 135,742.52	\$ 159,422.30	\$ 23,679.78	17.44
TOTAL	\$ 478,726.97	\$ 560,941.65	\$ 82,214.68	17.17
Customers	8686	9085	399	4.59
Bottles Sold	24,772	26,685	1,913	7.72
			0	
SPA SAVINGS		\$ 7,488.97		
Credit Cards	\$ 367,661.57			
TOTAL SALES INC. TAX	\$ 429,636.02			
	2019 Sales	2023 Sales	Difference	
Retail 2019	\$ 219,264.40	\$ 401,519.35	182,254.95	83.12
MXB 2019	\$ 68,345.90	\$ 159,422.30	91,076.40	133.26
	\$ 287,610.30	\$ 560,941.65	273,331.35	95.04
SALES TYPE	2020 SALES	2023 SALES	DIFFERENCE	% CHANGE
RETAIL	\$ 323,384.15	\$ 401,519.35	\$ 78,135.20	24.16
MXB SALES	\$ 72,305.67	\$ 159,422.30	\$ 87,116.63	120.48
TOTAL	\$ 395,689.82	\$ 560,941.65	\$ 165,251.83	41.76
SALES TYPE	2021 Sales	2023 SALES	DIFFERENCE	% CHANGE
RETAIL	\$ 312,048.30	\$ 401,519.35	\$ 89,471.05	28.67
MXB SALES	\$ 136,727.64	\$ 159,422.30	\$ 22,694.66	16.60
TOTAL	\$ 448,775.94	\$ 560,941.65	\$ 112,165.71	24.99

Southport Parks and Recreation Department September 2023 Monthly Report

On-Going Activities

Before and After School

M-F 6:45AM and 3:00-5:30pm

Athletics

Open gym Thursday-Monday 5 – 9PM.

Senior Activities

Senior Preventative Exercise

No impact stretching held at the Senior Building every MWF at 9AM

Senior Crafts

Craft classes held every Monday at 10AM at the Senior Building

Saturday Morning

Seniors meet every Saturday morning for coffee and light breakfast at the building for fellowship.

Senior Luncheon

Potluck lunch is held on the 2nd Wednesday of every month.

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Fitness Classes

Martial Arts

Held at the Jaycee Building Tuesdays at 4:30pm

Core & Body Sculpting

Held at the Jaycee Building Tuesday at 8:30am and Wednesdays at 5:30PM

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Buildings and Facilities Utilized and Rented out by Parks and Recreation

Franklin Square Park	Caviness Park	Historic Riverwalk
City Pier	Ft. Johnston Tennis Courts	Lowe/White Park
Kingsley Park	City Gym	Garrison Lawn
Central Office	Jaycee Building	Keziah Park
Waterfront Park	Ft. Johnston Playground	Senior Building
Riverwalk Gazebo	City Dock	Bay Street Overlook
Atlantic Street Park	Taylor Field Park	

*Annual Crab Derby was held at the City Dock on September 4th. Great participation.

*We have received rendering for the future inclusive playground project at Taylor Field. We are waiting for cost estimates to come in. A zoom meeting was held with Unlimited Play on September 5th.

*Met with Cama representative on September 6th regarding the Bay Street revetment project and Kingsley Park Pier replacement project. We are waiting for a survey of the property along Bay Street to determine our right of way to place the stone. Kingsley Pier we are waiting on engineered drawings to send to CAMA for review.

*Attended Safety committee meeting on September 12th.

*Concert Series continues Thursday evenings in Franklin Square Park from 6-8 pm.

*The Parks and Recreation Department held their symposium on September 18th at 2pm at the Community Building.

No.	WOID	Request Date	Description	Assigned To
1	20613	8/25/2023	JOSEPH GLOFS, 292 SANDOLLAR, 910-622-3224. HE WANTS YOU TO TEST HIS WATER. LET HIM KNOW IF IT IS CONTAMINATED.	Mark Caban
2	20621	8/28/2023	TRIM TREES OVER SIDEWALK AT MOORE & ATLANTIC	David Kelly
3	20627	8/29/2023	SAND BAGS AT 209 N ATLANTIC PER COOKIE	Mike Spicer
4	20633	8/29/2023	CAMERA STORM DRAIN AT PARK AVE EXTENSION & HOLLY	Mike Spicer
5	20638	9/5/2023	REPAIR BOXING AND TRIM, PAINT AT ANIMAL CONTROL	Jeremy Kennedy
6	20639	9/1/2023	LIGHT OUT IN WOMEN'S ROOM AT GARRISON	Jeremy Kennedy
7	20643	8/29/2023	LOCATE 624 MARSH GRASS CT, DAMAGED LINE	Tyrus Davis
8	20645	8/28/2023	LOCATE 301 YAUPON DR EXT, NEW GAS SERVICE	Tyrus Davis
9	20646	8/31/2023	LOCATE 1017 DOWNRIGGER, LANDSCAPING	Tyrus Davis
10	20647	8/28/2023	LOCATE 5019 CANVAS BACK CT, ELECTRIC LINE	Tyrus Davis
11	20648	8/28/2023	LOCATE 310 STUART AVE, ELECTRIC LINE	Tyrus Davis
12	20649	8/28/2023	LOCATE 706 N CASWELL, ELECTRIC LINE	Tyrus Davis
13	20650	8/28/2023	LOCATE 914 N CASWELL, REMOVE TREES	Tyrus Davis
14	20651	9/7/2023	LOCATE VARIOUS AREAS ON ROBERT RUARK, PLACING CONDUIT	Tyrus Davis
15	20652	8/28/2023	LOCATE 6228 PEBBLE SHORE, INSTALL ELECTRIC	Tyrus Davis
16	20653	8/29/2023	LOCATE 7007 ROBERT RUARK DR, LAWN IRRIGATION	Tyrus Davis
17	20654	8/25/2023	LOCATE 17 CANTERBURY - CABLE LINE	Tyrus Davis

18	20655	8/29/2023	LOCATE 220 RIVER DR/E MOORE ST, SOILD TEST BORES	Tyrus Davis
19	20656	8/28/2023	LOCATE 404 BRUNSWICK STREEET, INSTALLING ELECTRIC LINE	Tyrus Davis
20	20657	8/30/2023	LOCATE 301 YAUPON DR, NEW GAS SERVICE	Tyrus Davis
21	20658	8/31/2023	LOCATE 201 W 11TH/N LORD ST, INSTALLING CABLE.	Tyrus Davis
22	20659	8/31/2023	LOCATE 406 BRUNSWICK ST, DEMO/ADDITION	Tyrus Davis
23	20660	8/31/2023	LOCATE 1001 DOWNRIGGER TRAIL, INSTALL CABLE LINE.	Tyrus Davis
24	20661	9/3/2023	LOCATE 131 CAPE FEAR DR, INSTALL CABLE LINE	Tyrus Davis
25	20662	9/1/2023	LOCATE 524 BURRINGTON, INSTALL WATER/SEWER TAP	Tyrus Davis
26	20663	9/1/2023	LOCATE 376 TREVALLY CT, INSTALLING CABLE LINE	Tyrus Davis
27	20664	9/4/2023	LOCATE 194 GENTLE BREEZE CT, LANDSCAPING	Tyrus Davis
28	20665	9/1/2023	LOCATE N HOWE/RIVER RD, INSTALL TRAFFIC SIGNAL	Tyrus Davis
29	20666	9/12/2023	PLEASE CHECK LIGHTS NEAR BASKETBVALL COURT, SOMEONE REPORTED THEY WERE OUT. - pole numbers given to BEMC 89124 & 89118	Harlan Pyles
30	20667	9/12/2023	OUTSIDE DOOR SLAMS, CAN IT BE ADJUSTED? SEE ALLISON (RECEPTIONIST)	Jeremy Kennedy
31	20668	9/13/2023	WATER FOUNTAIN AT THE WATERFRONT IS NOT WORKING	Harlan Pyles
32	20669	9/8/2023	LOCATE N HOWE ST, SEWER LINE	Tyrus Davis
33	20670	9/8/2023	LOCATE ROBERT RUARK, WATER LINE TIE IN	Tyrus Davis
34	20671	9/8/2023	LOCATE SANDY, WATER LINE TIE IN	Tyrus Davis
35	20673	9/14/2023	REPAIR/REPLACE MULTIPLE BOARDS ON BRIDGE AT LOWE WHITE PARK	Jeremy Kennedy

36	20674	9/8/2023	LOCATE N HOWE ST, WATERLINE REPAIR	Tyrus Davis
37	20675	9/8/2023	LOCATE 310 COLLEGE ST, BURY PHONE DROP	Tyrus Davis
38	20676	9/10/2023	LOCATE 711 N CASWELL, INSTALL DRIVEWAY	Tyrus Davis
39	20677	9/8/2023	LOCATE 311 CLARENDON, INSTALL CARPORT STRUCTURE	Tyrus Davis
40	20678	9/8/2023	LOCATE 3E14 WILLIS DR, INSTALL GAS LINE	Tyrus Davis
41	20679	9/12/2023	LOCATE 1625 N HOWE, REPLACE MANHOLES	Tyrus Davis
42	20680	9/12/2023	LOCATE W ST GEORGE, DESTROYED MARKS	Tyrus Davis
43	20681	9/12/2023	LOCATE 6248 INSTALLING ELECTRIC LINE	Tyrus Davis
44	20682	9/12/2023	LOCATE 1003 N LORD, INSTALL ELECTRIC	Tyrus Davis
45	20683	9/15/2023	LOCATE VARIOUS LOCATIONS FOR UNDГ POWER ON WEST SIDE	Tyrus Davis
46	20684	9/5/2023	LOCATE N LORD, UNDER POWER	Tyrus Davis
47	20685	9/6/2023	LOCATE 404 BRUNSWICK, ELECTRIC	Tyrus Davis
48	20686	9/6/2023	LOCATE 406 BRUNSWICK, INSTALL ELECTRIC	Tyrus Davis
49	20687	9/6/2023	LOCATE 6237 NAVIGATOR WAY, NEW GAS SERVICE	Tyrus Davis
50	20688	9/6/2023	LOCATE 109 W MOORE ST, REMOVE TREES	Tyrus Davis
51	20689	9/6/2023	LOCATE 520 BURRRINGTON, 228 RIVER DR AND 1037 DOWNRIGGER, INSTALL CABLE LINE	Tyrus Davis
52	20690	9/8/2023	LOCATE N HOWE ST, WATERLINE TIE IN	Tyrus Davis
53	20691	9/8/2023	LOCATE N HOWE/MANHOLE CORE	Tyrus Davis

54	20692	9/8/2023	LOCATE N HOWE, WATER SEWER INSTALL	Tyrus Davis
55	20693	9/11/2023	LOCATE WEST SIDE FOR BORINGS	Tyrus Davis
56	20694	9/11/2023	LOCATE 407 CLARENDON AND 5215 WINDWARD WAY TO BURY PHONE DROP	Tyrus Davis
57	20695	9/11/2023	LOCATE 916 CASWELL, CABLE LINE	Tyrus Davis
58	20696	9/8/2023	LOCATE 39 FOREST OAKS DR, BURY GAS LINE	Tyrus Davis
59	20697	9/11/2023	LOCATE 1330 N HOWE, INSTALL DOWNSPOUTS	Tyrus Davis
60	20698	9/11/2023	LOCATE 6240 - 6246 LOOKOUT POINT, INSTALL UG POWER	Tyrus Davis
61	20699	9/12/2023	LOCATE 524 BURRINGTON AVE, DESTROYED MARKS	Tyrus Davis
62	20700	9/18/2023	HANG SOME PICTURES AT CITY HALL, SEE TORI	Jeremy Kennedy
63	20701	9/18/2023	PLEASE TAKE THE DAMAGED SIGN DOWN.	David Kelly
64	20702	9/18/2023	REPAIR MULTIPLE BULBS IN LIGHTS AT CITY HALL. HANG PICTURE.	Jeremy Kennedy
65	20703	9/15/2023	LOCATE 228 RIVER DR/CAPE FEAR DR, INSTALLING SIGN	Tyrus Davis
66	20704	9/19/2023	LOCATE 110 W 14TH ST, INSTALL CABLE LINE	Tyrus Davis
67	20705	9/13/2023	LOCATE 6013 ROBERT RUARK DR, BURY PHONE DROP	Tyrus Davis
68	20706	9/13/2023	LOCATE 611 N HOWE, INSTALL ELECTRIC LINE	Tyrus Davis
69	20707	9/13/2023	LOCATE 228 RIVER DR, INSTALLING SIGN	Tyrus Davis
70	20708	9/13/2023	LOCATE 706 N CASWELL, INSTALLING GENERATOR	Tyrus Davis
71	20709	9/12/2023	LOCATE 4412 WILLOW MOSS WAY, BURY PHONE DROP	Tyrus Davis

72	20710	9/15/2023	LOCATE 6248 LOOKOUT POINT DR, DESTROYED MARKS	Tyrus Davis
73	20711	9/14/2023	LOCATE 310 W 9TH, FIBER BORING	Tyrus Davis
74	20712	9/14/2023	LOCATE 301 YAUPON DR EXT, NEW GAS SERVICE	Tyrus Davis
75	20713	9/14/2023	LOCATE 3005 BONNER BUSSELLS DR, LANDSCAPING	Tyrus Davis
76	20714	9/19/2023	LOCATE 6247 LOOKOUT POINT, REPORT OF DAMAGE	Tyrus Davis
77	20715	9/14/2023	LOCATE W 9TH ST/CLARENDON, LOT CLEARING	Tyrus Davis
78	20716	9/20/2023	HANAG 5 PLANT HANGERS ON POSTS UPSTAIRS FOR ALLIE	Jeremy Kennedy
79	20717	9/14/2023	LOCATE 511 CLARENDON AVE, ADDITION	Tyrus Davis
80	20718	9/15/2023	LOCATE 6249 PEBLE SHORE LANE, INSTALL ELECTRIC	Tyrus Davis
81	20719	9/14/2023	LOCATE 304-312 RIVER DR, BURIED MAIN CABLE	Tyrus Davis
82	20720	9/25/2023	COULD YOU ASSIST WITH THE VENT IN PATTI'S OFFICE, SHE IS VERY COLD.	Jeremy Kennedy
83	20721	9/25/2023	LOCATE ROBERT RUARK AREAS/N HOWE FOR CONDUIT	Tyrus Davis
84	20722	9/19/2023	LOCATE 110 HIGHLAND PARK AVE, LANDSCAPING	Tyrus Davis
85	20723	9/20/2023	LOCATE L9O80 SOFTWIND WAY, LANDSCAPING	Tyrus Davis
86	20724	9/18/2023	LOCATE 1541 N HOWE ST, INSTALLING CABLE LINE	Tyrus Davis
87	20725	9/18/2023	LOCATE 1541 N HOWE	Tyrus Davis
88	20726	9/19/2023	LOCATE 12 CANTERBURY CT, INSTALLING GAS LINE	Tyrus Davis
89	20727	9/19/2023	LOCATE 219 SAND DOLLAR LANE, DIGGING UP TREES	Tyrus Davis

90	20728	9/19/2023	LOCATE 403 W ST GEORGE, BURY PHONE DROP	Tyrus Davis
91	20729	9/18/2023	LOCATE 504 N ATLANTIC AVE, INSTALLING CABLE LINE	Tyrus Davis
92	20730	9/19/2023	LOCATE 706 N CASWELL AVE, INSTALL CABLE LINE	Tyrus Davis
93	20731	9/18/2023	LOCATE 301 YAUPON DR, INSTALL ELECTRIC LINE	Tyrus Davis
94	20732	9/20/2023	LOCATE N LORD ST, PLACING FIBER	Tyrus Davis
95	20733	9/7/2023	LOCATE W NASH, BROWN, MOORE FOR SURVEY DESIGN	Tyrus Davis
96	20734	9/25/2023	HANDICAP TOILET IN WOMEN'S NASH ST RESTROOM LEAKING	Jeremy Kennedy
97	20735	9/18/2023	LOCATE 618 W OWENS ST, NEW CONSTRUCTION	Tyrus Davis
98	20736	9/17/2023	LOCATE 809 CLARENDON, INSTALLING CABLE	Tyrus Davis
99	20737	9/18/2023	LOCATE 1212 N CASWELL, NEW CONSTRUCTION	Tyrus Davis
100	20738	9/17/2023	LOCATE 842 N LORD, INSTALL WATER LINE	Tyrus Davis
101	20739	9/15/2023	LOCATE 1036 DOWNRIGGER TRAIL, INSTALL GAS LINE	Tyrus Davis
102	20740	9/22/2023	LOCATE N HOWE/RIVER RD, INSTALL TRAFFIC SIGNAL	Tyrus Davis
103	20741	9/19/2023	LOCATE WILLIS DR/E LEONARD, NEW GAS SERVICE	Tyrus Davis
104	20745	9/25/2023	LOCATE 301 YAUPON DR, REPORT OF DAMAGE	Tyrus Davis
105	20746	9/20/2023	LOCATE STUART AVE/E LEONARD, INSTALLING CULVERTS	Tyrus Davis
106	20747	9/20/2023	LOCATE 11 CANTERBURY CT, BURY PHONE DROP	Tyrus Davis
107	20748	9/20/2023	LOCATE 110 W 14TH ST, INSTALL ELECTRICAL CONDUIT	Tyrus Davis

108	20749	9/20/2023	LOCATE N FODALE, INSTALLING CULVERTS	Tyrus Davis
109	20750	9/21/2023	LOCATE 6246 LOOKOUT POINT, INSTALLING ELECTRICAL CONDUIT	Tyrus Davis
110	20751	9/21/2023	LOCATE 1018 SOFTWIND WAY, LANDSCAPING	Tyrus Davis
111	20752	9/23/2023	LOCATE 111 W BAY ST, INSTALLING CABLE LINE	Tyrus Davis
112	20753	9/22/2023	LOCATE 809 MEMORY LANE, NEW GAS SERVICE.	Tyrus Davis
113	20754	9/22/2023	LOCATE 310 FIRE FLY LANE, DRAINAGE	Tyrus Davis
114	20755	9/22/2023	LOCATE 315 WILLIS DR, NEW GAS SERVICE	Tyrus Davis
115	20756	9/22/2023	LOCATE 301 YAUPON DR, DESTROYED MARKS	Tyrus Davis
116	20757	9/22/2023	LOCATE 1018 SOFTWIND WAY, BURY PHONE DROP	Tyrus Davis
117	20758	9/22/2023	LOCATE 318 WILLIS DR, NEW GAS SERVICE	Tyrus Davis
118	20759	9/21/2023	LOCATE 616 N FODALE, POUR CONCRETE	Tyrus Davis
119	20762	9/25/2023	LOCATE WEST SIDE FOR UNDERGROUND POWER CONSTRUCTION	Tyrus Davis
120	20763	9/25/2023	LOCATE 416 E BAY ST, INSTALL WATER SEWER TAP	Tyrus Davis
121	20766	9/25/2023	LOCATE 1212 N CASWELL, WATER SEWER TAP	Tyrus Davis
122	20637	8/30/2023	REPAIR/REPLACE BOARD AT COMMUNITY BLDG.	
123	20672	9/14/2023	INDIAN TRAIL MEETING HALL - PUT IN FOUNTAIN ***** 2:00 Nov 15th through 4:00 17th *****	

**Actual
Completion**

8/25/2023

9/6/2023

8/29/2023

8/29/2023

9/28/2023

9/1/2023

8/29/2023

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Utility Billing

Service Requests Report by Service Date

000002-09-2023	9/1/2023	Leak Detected at meter
000010-09-2023	9/1/2023	Meter Change Out
000180-08-2023	9/1/2023	Install Water Sewer Tap
000191-08-2023	9/1/2023	Remove Irrigation Meter per customer request.
000011-09-2023	9/5/2023	Check Water Meter please check water meter, customer has concerns of a leak
000012-09-2023	9/5/2023	Miscellaneous The water fountain for dogs located at the waterfront park is continuously running
000013-09-2023	9/5/2023	Miscellaneous thermostat is out in inspections department
000014-09-2023	9/5/2023	Leak Detected - RUNNING 80+g A HOUR. PLEASE LEAVE DOOR HANGER & TURN OFF WATER IS METER IS SPINNING. LEFT MESSAGE ON # ON ACCT
000015-09-2023	9/5/2023	Check Water Meter - LEAK ALERT & UNABLE TO READ DEVICE ALERT. NO CURRENT HISTORY IN MINET TO ADVISE CUST OF USAGE AMOUNT.
000016-09-2023	9/5/2023	Leak Detected - Per Minet running 70+g a hour. if not city issue please leave door hanger. # on file does not have vm box established.
000046-08-2023	9/5/2023	Miscellaneous; Please verify that there is not a meter at this location. No account set up currently.
000141-08-2023	9/5/2023	Extension granted for current payment only until 9/5/2023. CUSTOMER MUST PAY PAST DUE BALANCE OF \$192.49 BY 8/25/23 (MONDAY DISCONNECTIONS)
000142-08-2023	9/5/2023	Extension GRANTED TO 9/5/2023
000182-08-2023	9/5/2023	Miscellaneous CUSTOMER SAYS THAT PUBLIC WORKS HAS JUST LEFT HIS HME AFTER MESSING WITH THE METER, NOW THERE IS NO WATER.
000019-09-2023	9/6/2023	Cut-Off Non-Pay

000020-09-2023	9/6/2023	Cut-Off Non-Pay MANUAL TURN OFF METER . HAS NOT PAID
000021-09-2023	9/6/2023	Cut-Off Non-Pay
000023-09-2023	9/6/2023	Sewer Line Blocked - PER PHIL STRONG THERE IS A CLOGGED SEWER & HE NEEDS PW TO COME OUT TO SEE HIS FINDINGS
000024-09-2023	9/6/2023	Turn meter off - PER THE PHONE CALLED REQ OF NANCY MORGAN @ CEPSCO TO TURN OFF IRR DUE TO HIGH USAGE & HOA NOT HAVING THE FUNDS TO PAY. HOA WILL HAVE IRR CO COME OUT TO ADJUST SYSTEM.
000025-09-2023	9/6/2023	Turn meter off - PER THE PHONE CALLED REQ OF NANCY MORGAN @ CEPSCO TO TURN OFF IRR DUE TO HIGH USAGE & HOA NOT HAVING THE FUNDS TO PAY. HOA WILL HAVE IRR CO COME OUT TO ADJUST SYSTEM.
000026-09-2023	9/6/2023	Turn meter off - PER THE PHONE CALLED REQ OF NANCY MORGAN @ CEPSCO TO TURN OFF IRR DUE TO HIGH USAGE & HOA NOT HAVING THE FUNDS TO PAY. HOA WILL HAVE IRR CO COME OUT TO ADJUST SYSTEM.
000027-09-2023	9/6/2023	Turn meter off - PER THE PHONE CALLED REQ OF NANCY MORGAN @ CEPSCO TO TURN OFF IRR DUE TO HIGH USAGE & HOA NOT HAVING THE FUNDS TO PAY. HOA WILL HAVE IRR CO COME OUT TO ADJUST SYSTEM.
000028-09-2023	9/6/2023	Reconnect paid
000029-09-2023	9/6/2023	Check Water Meter - cust states that someone has back over the meter box & busted meter. states there is water coming out. cerbal to mike williams at 3:40pm
000037-08-2023	9/6/2023	Extension GRANTED 71.84 TO BE PAID BY 9/5/2023
000040-06-2023	9/6/2023	Inspect RPZ/Install IRR Meter
000041-08-2023	9/6/2023	Extension - LEAK
000043-07-2023	9/6/2023	Extension granted unit 5/4/2023
000081-08-2023	9/6/2023	Turn Off Account customer requested to have services disconnected.
000093-08-2023	9/6/2023	Remove Meter - CUST HAS REQ METER TO BE REMOVED & SERVICE DISCONTINUED
000120-08-2023	9/6/2023	Extension - HAS UNTIL 9/6/2023 TO PAY BALANCE OF AUG BILLING 61.00

000125-08-2023	9/6/2023	Extension until 9/5/2023
000129-08-2023	9/6/2023	Extension GRANTED UNTIL 9/5/2023 67.78
000135-08-2023	9/6/2023	Extension GRANTED UNTIL 9/5/2023 60.50
000137-08-2023	9/6/2023	Extension 104.99 GRANTED UNTIL 9/5/2023
000138-05-2023	9/6/2023	Inspect RPZ/Install IRR Meter
000139-08-2023	9/6/2023	Extension 136.22 GRANTED UNTIL 9/5/2023
000194-08-2023	9/6/2023	Inspect RPZ/Install IRR Meter
000022-09-2023	9/7/2023	Sewer Line Blocked
000031-09-2023	9/8/2023	Reconnect paid
000033-09-2023	9/8/2023	Reconnect please, customer states that ps trned her water off and left however she states that she needs the warter back on
000034-09-2023	9/11/2023	Reconnect
000035-09-2023	9/11/2023	Check Water Meter - please verify meter is working properly. Please provide picture of read. Cust has used 17,500 G of water in 8 days & is furious that no water is heard or seen.
000036-09-2023	9/11/2023	Check Water Meter- customer reports a leak at the meter
000010-07-2023	9/12/2023	Miscellaneous WATER METER NEEDS TO BE MOVED, CURRENTLY LOCATED WHERE THE FRONT PORCH WILL BE BUILT.
000037-09-2023	9/12/2023	Miscellaneous CUSTOMER REPORTS A POSSIBLE WATER LINE BREAK IN FRONT OF THE HOME RIGHT AT THE PROPERTY LINE.
000039-09-2023	9/12/2023	Check Water Meter - CUST STATES HE HAS ALOT OF WATER ACCUMULATING AT THE WATER METER TAP & AT THE WATER MAIN. HE IS WORRIED ABOUT POSSIBLE LEAK. PLEASE CALL W/QUESTIONS & UPDATE 315-546-3883 STEVE WYLONG

000168-08-2023	9/12/2023	Install Water Sewer Tap
000192-08-2023	9/12/2023	Install Water Sewer Tap
000193-08-2023	9/12/2023	Install Water Meter
000043-09-2023	9/13/2023	Miscellaneous CUSTOMER CALLED TO REPORT LITTLE TO NO WATER PRESSURE.
000048-09-2023	9/13/2023	Meter Change Out
000044-09-2023	9/14/2023	Reconnect - cust called in requesting meter to be turned back on from leak repair.
000047-09-2023	9/14/2023	TURN ON EXISTING - PER PLUMBR METER ISN'T WORKING. I TOLD THEM THIS WAS A RDM & I COULD TURN THE METER ON BUT THEY ASSURE ME THAT THE METER IS BROKEN. YOU MAY WANT TO CHECK IT OUT B4 TURNING RDM ON
000050-09-2023	9/15/2023	Leak Detected - CUST CALLED & SAID THERE IS WATER STANDING & RUNNING DOWN DRIVEWAY & IS CONCERNED ABOUT THE METER LEAKING. PER MINET THE METER HAS A NO FLOW DETECT & UNABLE TO READ DEVICE ALERT. RYAN JOHNSON 910-368-1757
000051-09-2023	9/18/2023	TURN ON EXISTING - PROPANE CO RAN OVER METER & DAMAGED BOX & ETC. HAD MAJOR LEAK. WE TURNED OFF ON 9.6.2023. PER CUST PLMBR HAS REPAIRED & BELIEVES HE TURNED THE METER BACK ON. CUST WANTS PW TO CHECK TO MAKE SURE ALL DAMAGES ARE FIXED & METER & BOX ARE OK
000053-09-2023	9/18/2023	Check Water Meter - per cust, they turned on the meter for irrigation & there is a leak. please check meter & advise. also I believe we need 3rd prty test results for this irriagtion meter
000056-09-2023	9/18/2023	Leak Detected - called cust to advise of leak. please turn off meter. no one living at location. VERBAL TO TYRUS
000017-09-2023	9/19/2023	Remove Meter, Doshier plans to tear down building
000052-09-2023	9/19/2023	Install Irrigation Tap I-23-32
000057-09-2023	9/19/2023	Miscellaneous customer says that there is little to no water pressure. She says shes contacted plumbers who say that there is no water coming from the road. please assist.

000058-09-2023	9/19/2023	Leak Detected - LEAK ALERT SEE ATTACHED DAILY REPORT. THIS METER IS NORMALLY USING ONLY 1400G A MONTH. USAGE FOR THIS MONTH IS 40,000G emailed usage report to Garland 9.19.23 @ 11a PLEASE ADVISE CUSTOMER IF METER IS SPINNING
000059-09-2023	9/19/2023	Inspect RPZ/Install IRR Meter
000077-09-2023	9/19/2023	Check Water Meter - PROVIDE MANUAL READ SAME ISSUE W/INVALID READ ALS THIS METER HAS AN ERROR 53 SERVICE REQ ACTIVE FROM 3.13.23
000097-09-2023	9/19/2023	Install Water Meter
000120-09-2023	9/19/2023	Check Water Meter - PLEASE PROVIDE MANUAL READ IVALID 0 READ IN SENTRYX
000063-09-2023	9/20/2023	Install Water Meter
000064-09-2023	9/20/2023	Miscellaneous PLEASE SWAP METER. THIS IS THE PROPERTY THAT SHOWS ZERO USAGE IN MINET SINCE OPENING THE ACCOUNT YET THE CUSTOMER IS USING WATER.
000068-09-2023	9/21/2023	Reconnect
000069-09-2023	9/21/2023	Check Water Meter - VERIFY METER IS WORKING. HAVE BILLED 0 USAGE FOR 6 MONTHS. PLEASE PROVIDE READ
000071-09-2023	9/22/2023	Check Water Meter READ FOR AUG:237260 & READ FOR SEPT: 00 PER MINET METER READ INVALID (SEE ATTACHED) PLEASE PROVIDE MANULA READ FOR BILLING
000060-07-2023	9/25/2023	Extension - transferred balance from 011976.000
000074-09-2023	9/25/2023	Check Water Meter PROVIDE MANUAL READL INVALID READ IN MINET SEE ATTACHED REPORT
000079-09-2023	9/25/2023	Check Water Meter - PROVIDE MANAUL READ. INVALID READING OF 00 IN MINET/SENTRYX SEE ATTACHED
000084-09-2023	9/25/2023	Check Water Meter - PROVIDE MANUAL READ. INVALID READ IN SENTRYX 0. LAST MONTH READ 159020 NO FLOW ALERT IN SENTRYX
000063-08-2023	9/26/2023	Install Water Tap
000064-08-2023	9/26/2023	Install Water Meter

000070-09-2023	9/26/2023	Check Water Meter - METER READ FOR AUG WAS 916530 METER READ FOR SEPT IS 0. PER MINET THE METER READ IS INVALID (SEE ATTACHED) PLEASE PROVIDE MANUAL READ FOR BILLING
000072-09-2023	9/26/2023	Check Water Meter - PROVIDE MANAUL READ. SEE ATTACHED MINET READ REPORT. BACKWARDS & INVALID READINGS
000073-09-2023	9/26/2023	Check Water Meter - PROVIDE MANUAL READ. INVALID READING IN MINET SEE ATTACHED REPORT.
000075-09-2023	9/26/2023	Check Water Meter - PLEASE PROVIDE MANUL READ. MAY WANT TO TAKE PICTURE. READ IS BILLING FOR 791,000 GALLONS OF CONSUMPTION BUT NO ALERTS OR DATA IN MINET
000076-09-2023	9/26/2023	Check Water Meter - PROVIDE MANUAL READ. SEE ATTACHED REPORT. PER SYNTRYX ISSUE WITH NODE?
000078-09-2023	9/26/2023	Check Water Meter - PROVIDE READ. INVALID 0 READ IN SENTRYX SEE ATTACHED
000080-09-2023	9/26/2023	Check Water Meter - IS METER OFF? SEEMS CUST LIVES THERE BUT NOT USAGE SINCE 8/6. PROVIDE READ
000082-09-2023	9/26/2023	Check Water Meter - PROVIDE MANUAL READ. INVALID READING IN MINET/SENTRYX
000083-09-2023	9/26/2023	Check Water Meter - PROVIDE MANUAL READ INVALID 00 READ IN SENTRYX
000086-09-2023	9/26/2023	Check Water Meter - PROVIDE MANUAL READ. INVALID READING 0 IN SENTRYX. READ ON 8/20: 204230 REVERSE FLOW ALERT
000088-09-2023	9/26/2023	Check Water Meter - PROVIDE MANUAL READ INVALID 0 READING IN SENTRYX. LAST READ 8/20 WAS 245210
000089-09-2023	9/26/2023	Check Water Meter PROVIDE MANUAL READ WATER HAS BEEN OFF SINCE MAY 2023. NEW ACCT EST ON 9/8/2023 & WATER WAS RECONNECTED. INVALID READ OF 0.
000091-09-2023	9/26/2023	Check Water Meter PROVIDE MANAUL READ. INVALID 0 READ IN SENTRYX. READ 8/18/23: 185740
000092-09-2023	9/26/2023	Check Water Meter PROVIDE MANUAL READ. INVALID 0 READ FROM SENTRYX
000093-09-2023	9/26/2023	Leak Detected - CUST REQ WATER TO BE TURNED OFF (SENT TEXT TO JT & MARK)
000094-09-2023	9/26/2023	Check Water Meter - PROVIDE MANUAL INVALID 0 READING IN SENTRYX. READ 8/18:190060
000098-09-2023	9/26/2023	Check Water Meter PROVIDE MANUAL READ. INVALID 00 READ IN SENTRYX

000099-09-2023	9/26/2023	Check Water Meter - provide manual read. billing 4 months of zero usage.
000101-09-2023	9/26/2023	Check Water Meter - PROVIDE MANUAL READ
000102-09-2023	9/26/2023	Check Water Meter PROVIDE MANUAL READ. INVALID 0 READ IN SENTRYX.
000104-09-2023	9/26/2023	Check Water Meter PROVIDE READ. PER THE SENTRYX READ WE WILL BE BILLING THEM FOR 69,000G OF CONSUMPTION
000111-09-2023	9/26/2023	Check Water Meter PROVIDE MANUAL READ INVALID ZERO READ FOR MINET
000112-09-2023	9/26/2023	Check Water Meter provide manual read. invalid zero read in Sentryx
000114-09-2023	9/26/2023	Check Water Meter - provide manual read. invalid zero read
000115-09-2023	9/26/2023	Check Water Meter manual read. invalid zero read in Sentryx
000116-09-2023	9/26/2023	Check Water Meter MANUAL READ NEEDED. REVERSE FLOW ALERT
000117-09-2023	9/26/2023	Check Water Meter provide manual read. invalid zero read in sentryx
000118-09-2023	9/26/2023	Leak Detected; builder says the meter is leaking on the citys side.
000119-09-2023	9/26/2023	Check Water Meter - PROVIDE MANUAL READ INVAILD READ IN SENTRYX
000121-09-2023	9/26/2023	Check Water Meter - PROVIDE MANUAL READ. INVALID 0 READ IN SENTRYX
000122-09-2023	9/26/2023	Reconnected via rdm 8:37am
000123-09-2023	9/26/2023	Reconnected via rdm 8:38 am
000124-09-2023	9/26/2023	Reconnected via rdm
000125-09-2023	9/26/2023	Miscellaneous AC UNIT IN DEVELOPMENT SERVICES IS NOT WORKING

000126-09-2023	9/26/2023	Reconnect - PAID
000127-09-2023	9/26/2023	Reconnect PAID
000130-09-2023	9/26/2023	Reconnected manually mc
000131-09-2023	9/26/2023	Reconnected manually
000133-09-2023	9/26/2023	Reconnected via rdm 10:22am
000134-09-2023	9/26/2023	Reconnected
000136-09-2023	9/26/2023	Reconnect PAID verbal to mc/jt
000139-09-2023	9/26/2023	Reconnected voia rdm 10:52
000140-08-2023	9/26/2023	Miscellaneous pledge received in the amount of 125.00 WILL OWE 92.65 (AS OF 9.6.23) AFTER PLEDGE RECEIVED.
000141-09-2023	9/26/2023	Reconnect PAID
000142-09-2023	9/26/2023	Reconnect - RECEIVED PLEDGE
000144-09-2023	9/26/2023	Reconnect paid
000146-09-2023	9/26/2023	Check Water Meter VERIFY READ FOR BOTH METERS
000147-09-2023	9/26/2023	Check Water Meter verify read of 498050 billing them for 11,500 gallons of consumption
000148-09-2023	9/26/2023	Reconnect
000149-09-2023	9/26/2023	Reconnect PAID
000150-09-2023	9/26/2023	Sewer Line Blocked- 4TH BLOCKAGE THIS YEAR

000151-09-2023	9/26/2023	Reconnected via rdm 2:02pm
000152-09-2023	9/26/2023	Reconnected via rdm 2:12pm
000155-09-2023	9/26/2023	Reconnect paid
000156-09-2023	9/26/2023	Reconnect vebal to mark and JT
000157-09-2023	9/26/2023	Reconnect verbal to mark and jt
000158-09-2023	9/26/2023	Reconnect verbal to mark and jt.
000160-09-2023	9/26/2023	Reconnected verbal to JT and Mark
000055-07-2023	9/27/2023	Inspect RPZ/Install IRR Meter - PER DEB 9.26.23 RPZ IS READY TO BE INSPECTED
000143-09-2023	9/27/2023	Check Water Meter - PER THE CUST & PLUMBER THERE IS NO WATER COMING THROUGH IRRIGATION METER. THE RDM IS ON & THIS CUST IS NOT ON DISCONNECT
000159-09-2023	9/27/2023	Miscellaneous WATER LINE WAS HIT VERBAL TO JT
000161-09-2023	9/27/2023	Reconnect paid
000162-09-2023	9/27/2023	Reconnected via rdm 8:50
000163-09-2023	9/27/2023	Reconnect paid
000164-09-2023	9/27/2023	Reconnect PAID
000165-09-2023	9/27/2023	Reconnect RDM STUCK TURN ON MANUALLY
000166-09-2023	9/27/2023	Reconnect, THIS IS RDM BUT WAS TURNED OFF MANUALLY
000169-09-2023	9/27/2023	Meter Change Out

000170-09-2023	9/27/2023	Meter Change Out
000171-09-2023	9/27/2023	Meter Change Out
000172-09-2023	9/27/2023	Meter Change Out
000173-09-2023	9/27/2023	Meter Change Out
000153-09-2023	9/28/2023	Reconnect paid
000174-09-2023	9/28/2023	Reconnect paid
000175-09-2023	9/28/2023	Miscellaneous customer needs water liine raised. he said that the city recommended this and said that the plumber would need to be present to connect it.
000176-09-2023	9/28/2023	Leak Detected - please leave door hanger for cust to advise of leak alert 10/20+ gallons a hour on house meter
000178-09-2023	9/28/2023	Turn meter off - cust req water be turned off
000179-09-2023	9/29/2023	Miscellaneous; Kim Bernard said the City hung a sign for the church for an event and it is not there anymore. She thinks it was taken down during the storm. She requested it be hung back up. Her number is 714-261-5875
000180-09-2023	9/29/2023	Reconnect- PAID

DEPARTMENT OF COMMUNITY RELATIONS

September Report 2023

September 2023:

Randy Jones,
Director of Community Relations

Number of Visitors 2,220

Visitors' Center Donations (FYTD)	\$ 1,475.00
Film Permit Revenue (FYTD)	\$ 0.00
Special Events Revenue (FYTD)	\$ 501.00
Community Building (FYTD)	\$ 69,297.01
Occupancy Tax (FYTD)	\$ 82,315.08
Fiscal Year Total	\$ 153,588.09

Tourism

- On September 2nd the Lions Club Labor Day car show invited Randy to present an award on behalf of the Community Relations Department.
- The Downtown Southport, Inc monthly meeting was on September 8th Randy attended. During this meeting a review of the upcoming yearly events was discussed.
- On September 8th Allayna was given the Rising Star award during the WILMA magazine Women to Watch awards!
- The Southport Beautification Committee met on September 9th, their time was spent starting to prep for upcoming holiday decorating.
- The SHS Holiday Tour of Homes meeting was on September 12th. We have 9 homes secured for this year's tour, and tickets will be available starting November 28th.
- The Winterfest Flotilla Meeting was held on September 13th, registrations have been officially launched online as of October 1. <https://cityofsouthport.com/event/southport-winterfest-flotilla/>
- On September 14th Allayna attended Visit NC's webinar "What's new in partner relations," Visit NCs upcoming focus is on green tourism, and we are excited to see how Southport may be able to participate in the upcoming campaign.
- On September 15th Allayna attended the "Eastern NC Festival Consortium" which was hosted by Pender County TDA at Moore's Creek Nat Battlefield. We discussed many topics, but of which the two that most stand out is the upcoming America 250 eastern NC campaign, which will be an area-wide week-long festival that the Fort Johnston Museum plans to participate in with Brunswick Town/Fort Anderson, and festival safety.
- In the evening of September 15th, Allayna volunteered with WHQR for their yearly donation campaign. WHQR met their goal!
- September 18th the Department of Community Relations hosted a staff NC 4th of July wrap-up, where we heard the concerns of our fellow co-workers and took notes to come with us in planning for the 2024 festival.
- September 19th the NC 4th of July Festival held the 2023 NC 4th of July wrap-up meeting and plans to move forward for the 2024 festival began.
- On September 20th Allayna and Randy attended the Emotional IQ class hosted by Administration.
- September 21 Allayna met with the SHS home Tour to continue plans on making the 2023 home tour booklet.
- The Wooden Boat Show Meeting was held on September 22 at 10a. We are looking forward to November 4th!
- On September 26th Randy attended the first Naturefest Lecture series, hosted by NC Wildlife Federation.
- September 27th Allayna attended the WWAY Marketing Meeting. We talked about trends and new industry standards.
- September 27th Allayna attended the Tourism Meeting at the Oak Island-Southport Chamber of commerce. The "Tourism Counts" campaign is continuing in an electronic form, and we are making plans for an event for tourist-facing workers in our community.
- September 27th and 28th Allayna attended the AI Impact Virtual Summit, hosted by Smart Brief
- September 28th Allayna attended the CodeRED yearly review.

- September 29th Randy attended the first Cemetery Commission meeting. We discussed the ordinances and advice was given to committee members about how to proceed forward before the next meeting.
- Please join us for the Southport Concert Series, Thursday nights until November 16:
<https://cityofsouthport.com/southport-concert-series/>
- The Beautification Committee “This is Our Town” Clean-up is scheduled for October 7th at 9 am. Please meet us at the Old Jail Annex to volunteer!
- The Downtown Southport, Inc monthly meeting will be on October 13th at 1 pm at the Indian Trail Meeting Hall.

Community Building

- The Community Building was scheduled for twenty-three events in September, including:
 - Two city meetings
 - Two city events
 - Ten non-wedding events
 - Nine weddings
- Sydney and Valerie, one of our facilitators, hosted fifteen walkthroughs this month!
- The Community Building floor mats have been replaced and two of the door pistons have been replaced, making the doors quieter when they shut.
- Sydney attended two webinars this month:
 - Foundations of Graphic Design on Canva
 - What’s New Wednesday on Canva
- The Wilmington Wedding Showcase was hosted at the Southport Community Building on September 24th. Sydney was able to promote the building as a venue to potential brides.
- Sydney and Randy met with Tom Stanley and his team to discuss options for updating the Southport Community Building Deck.
- Sydney met with ChyAnn to learn the Safety Committee responsibilities and tasks so she could take over that role for the Community Relations department.
- Sydney filmed the Southport Symposium on September 18th and the Planning Board meeting on September 21st.

10. → OCTOBER → 2023						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
01 Wedding	02	03 League of Women Voters	04 Doshier	05 Board of Alderman	06 Wedding	07 Wedding
08 Private Event	09 Southport Woman's Club	10	11	12 Board of Alderman	13 Wedding	14 Wedding
15 Wedding	16 Southport Symposium Historic Preservation Commission	17 Maritime Museum	18	19 Planning Board	20 Wedding	21 Wedding
22	23	24	25 Private Event	26	27	28 Wedding
29	30	31	01	02	03	04

UPCOMING CITY MEETINGS

Historic Preservation Commission
October 4 @ 4:00 pm - 5:30 pm - ITMH

Board of Aldermen Regular Meeting
October 5 @ 1:00 pm - 5:00 pm - SCB

Forestry Committee Meeting
October 10 @ 5:00 pm - 6:00 pm - ITMH

Park and Recreation Advisory Board Meeting
September 12 @ 6:30 pm - ITMH

ABC Board Meeting
October 11 @ 6:00 pm – ITMH

Board of Aldermen Meeting
October 12 @ 6:00 pm - SCB

Beautification Committee Meeting
October 16 @ 5:00 pm - ITMH

Southport Symposium featuring
Fire Department
October 16 @ 2:00 pm - 4:00 pm - SCB

Historic Preservation Commission
Public Input Meeting
October 16 @ 6:00 pm - ITMH

Park and Recreation Advisory Board Meeting
October 17 @ 6:00 pm - Parks & Rec Office

Planning & Zoning Board Meeting
October 19 @ 6:00 pm - SCB

Zoning Board of Adjustments
October 24 @ 4:30 pm - 6:30 pm - ITMH



Randy Jones
Director of Community Relations
Southport, N.C. 28461
Work: 910-457-7927
Cell: 910-477-1484
Email: rjones@cityofsouthport.com

UPCOMING EVENTS

2023 Southport Concert Series
Thursdays, 6 pm - Franklin Sq Park

Southport Candidate Forum, the League of Women
Voters
October 3, 6:00 pm - SCB

Dosher Drug Drop
October 4, 9-1, Doshier Hospital

Captain Charlie's Fishing Tournament
October 7, 9-12 - City Pier

Sensory Saturday, Whaley Awesome!
October 7, 9-11 - NC Maritime Museum

Fall Festival
October 7,9-3 - St. Philip's Church

Pet CPR with Encompass Canines, Hosted by Animal
Protective Services
Tuition: \$100, October 7, 10-4 - ITMH

Southport Women's Club Health Fair
October 9, 2-5 - SCB

BEMC 2nd Annual EV Exploration Day
October 11, 1-3 -
Odell Williamson Auditorium

Third Tuesdays,
NC Maritime Museum at Southport
October 17, 7-9 - SCB

American Legion meeting with Veteran's Organization
Service Officers and Dept of Veteran Affairs Officials
October 19-21 -
2114 Infantry Road, Wilmington

7th Annual Sydney's
Howl-o-Ween Bowser Bash
October 21, 10-12 - Garrison Lawn

Classic Cars 'n Rock 'n Roll Car Show
October 28, 9-4 - Downtown Spt

Fire Department, Trunk or Treat
October 31, 5:00 - Fire HQ



POLICE



Monthly Summary

SEPTEMBER 2023

Chief Todd Coring
910-457-7913
tcoring@cityofsouthport.com
Facebook SouthportPoliceDepartmentNC

Southport Police Department

INCIDENT / OFFENSES

Total Calls for Service: 462

General Calls (some)

- Alarms – 20
- Meet Complainant – 40
- Suspicious Persons/Activity – 45
- Animal Control – 5
- Shoplifter – 3
- Disturbance & Domestic Calls – 28
- 911 Hang-Ups – 19
- Traffic Calls
- Traffic Stops – 50
- Motor Vehicle Accidents – 17
- Hit/Runs – 4
- Drunk Driver/C&R/ATL -18
- Assist EMS – 78
- Assist Fire – 16
- Special Events/Checks/Patrols – 41

ARREST / CITATION / CHARGES

- Arrest – 10
- Citations & Warnings – 49



(PD Admin. Clerk Allsion and Det. Ransom at the UNITY Event)

- Update on Cart Registrations: 528 Registered Golf Carts
- Bullet Proof Vest Grant Received – Awarded \$3,025.00.
- Domestic Preparedness DPR-3 Grant Received – Awarded \$42,000.00.
(purchase of a deployable camera trailer)
- In-Car and Body Worn Camera System State Funds – Awarded \$201,000.00 (funds will replace our ageing cameras as well as pay for the 5-year maintenance plan. Will cover cost to upgrade data storage system to a "cloud" based server).
- 2 Officers attended specialized patrol rifle training class.
- Chief continues working with the Regional Homeless Continuum Coalition with regards to issues faced within the City.

Community, Professionalism & Integrity



PROTECTING QUALITY OF LIFE

Alliance Code
Enforcement LLC

September Monthly Report
City of Southport

Updated
October 5, 2023

ADDRESS	VIOLATION	STATUS
115 E Owens St	OL	OPEN
210 E Brown St	OL/JV	OPEN
616 N Caswell Ave	MH/OL/JP	OPEN
1101 N Caswell Ave	OL/JP/MH	ABATED
511 W 11 th St	OL/JP/MH	OPEN
1126 N Caswell Ave	JP	OPEN
722 W 11 th St	MH/JP/OL	OPEN
813 W 11 th St	MH/JP/OL	OPEN
213 E Brown St	OL	ABATED
516 Clarendon Ave	OL	OPEN
605 N Fodale Ave	JP	OPEN
907 N Lord St	OL	OPEN
PID 237EA013 N Caswell Ave	OL/JP	OPEN
1061 Downrigger Trl	OL	OPEN
1065 Downrigger Trl	OL	OPEN
314 River Dr	OL	OPEN
305 Yaupon Dr Ext	JV/JP/OL	OPEN
609 Burrington Ave	MH/OL	OPEN
PID 237EB003 Burrington Ave	OL	OPEN
211 N Rhett St	OL	OPEN
511 N Howe St	OL	ABATED
917 N Lord St	ZN	ABATED
829 N Lord St	OL	OPEN
203 W 9 th St	OL	OPEN
308 N Rhett St	JP/OL	ABATED
314 N Rhett St	MH	OPEN
313 E West St	JP	ABATED
507 N Caswell Ave	ZN	ABATED
PID 237ED045 W Leonard St	OL	ABATED
602 N Lord St	JV/JP	OPEN
111 W Leonard St	OL	ABATED
PID 222PA00101 E Leonard St	OL	OPEN
PID 237EC015 Clarendon Ave	OL	ABATED
607 N Caswell Ave	ZN	OPEN
1013 E Moore St	JP	OPEN
512 N Atlantic Ave	MH	OPEN
1011 E Moore St	ZN	OPEN



PROTECTING QUALITY OF LIFE

Alliance Code
Enforcement LLC

September Monthly Report
City of Southport

Updated
October 5, 2023

215 N Fodale Ave	OL	OPEN
204 Herring Dr	OL	OPEN
110 Frink Dr	OL	ABATED
114 Frink Dr	JV/JP	OPEN
113 Frink Dr	JP/OL	OPEN
215 Willis Dr	JP	OPEN
PID 238HB002 Herring Dr	MH/OL	OPEN
705 Cape Harbor Dr	JV	OPEN
101 W Bay St	ZN	ABATED

HIGHLIGHTS

- 26 New cases opened for the month of September.
- 12 Cases have been Abated.
- 308 N Rhett St – This property has now been fully cleaned up by the property owner and all overgrowth has been cut.
- 313 E West St – This property has now been fully cleaned up by the property owner.
- 101 W Bay St – Contacted the trash company and had the dumpster removed and placed back into its enclosure.
- 917 N Lord St – Camper has been removed from the property.
- 305 Yaupon Dr – Camper has been removed and the owner is continuing to clean the remaining junk from the property.
- 507 N Caswell Ave – Dispute between neighbors has been silenced and both parties have agreed on the placement of trashcans.



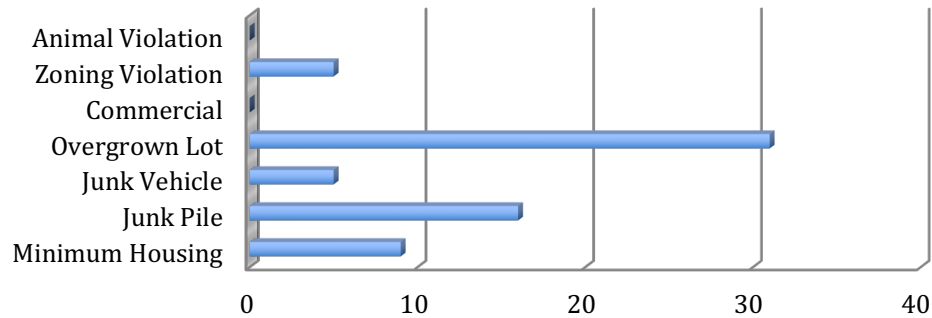
PROTECTING QUALITY OF LIFE

Alliance Code
Enforcement LLC

September Monthly Report
City of Southport

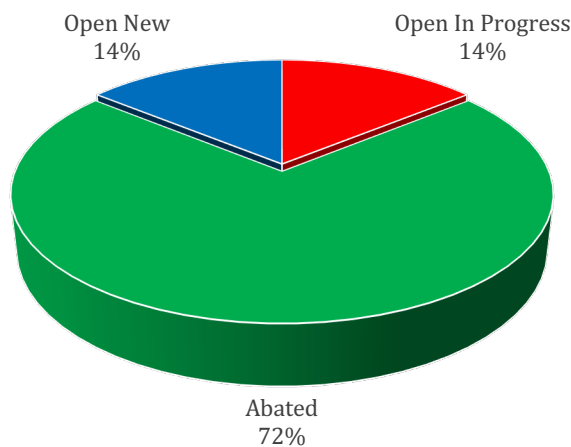
Updated
October 5, 2023

Violations by the Numbers



	Minimum Housing	Junk Pile	Junk Vehicle	Overgrown Lot	Commercial	Zoning Violation	Animal Violation
Violations by the Numbers	9	16	5	31	0	5	0

Case Status To Date



Total Cases - 131

Abated - 97

Open In Progress - 17

Open New - 17

■ Open In Progress ■ Abated ■ Open New

COLLECTIONS MONTHLY TOTALS REPORT
BRUNSWICK COUNTY
09 Sept2023 MonthEnd Run Date: Oct 2 2023 5:50PM

CI21ADVL TAX - SOUTHPORT MOTOR VEHICLE TAX REPORT

TAX YEAR	ORIGINAL LEVY	+LATE LIST	+DISCOVERIES	=CURRENT LEVY	-RELEASES	-WRITE-OFFS	-PRINCIPLE	=BALANCE	% COLL
2010	\$39,986.22		\$0.00	\$39,986.22	\$0.00	\$0.00	\$0.00	\$0.00	100.00
2011	\$56,588.70		\$0.00	\$56,588.70	\$0.00	\$0.00	\$0.00	\$0.00	100.00
2012	\$66,577.93		\$135.31	\$66,713.24	\$0.00	\$0.00	\$0.00	\$0.00	100.00
2013	\$39,000.09		\$281.30	\$39,281.39	\$0.00	\$0.00	\$0.00	\$0.00	100.00
2014	\$0.00		\$199.02	\$199.02	\$0.00	\$0.00	\$0.00	\$0.00	100.00
2015	\$0.00		\$339.73	\$339.73	\$0.00	\$0.00	\$0.00	\$0.00	100.00
2016	\$0.00		\$115.42	\$115.42	\$0.00	\$0.00	\$0.00	\$0.00	100.00
2022	\$0.00		\$33.23	\$33.23	\$0.00	\$0.00	\$0.00	\$0.00	100.00
TOTAL	\$202,152.94		\$1,104.01	\$203,256.95	\$0.00	\$0.00	\$0.00	\$0.00	100.00
TOTAL INTEREST COLLECTED									

CI21ADVL TAX - SOUTHPORT PROPERTY TAX REPORT

TAX YEAR	ORIGINAL LEVY	+LATE LIST	+DISCOVERIES	=CURRENT LEVY	-RELEASES	-WRITE-OFFS	-PRINCIPLE	=BALANCE	% COLL
2011	\$1,774,724.46	\$853.88	\$0.00	\$1,775,578.34	\$0.00	\$0.00	\$0.00	\$0.00	100.00
2012	\$1,688,037.74	\$1,118.81	\$5,634.34	\$1,694,790.89	\$0.00	\$0.00	\$0.00	\$1,669.39	99.90
2013	\$1,696,968.97	\$663.08	\$5,642.58	\$1,703,274.63	\$0.00	\$0.00	\$0.00	\$1,734.92	99.90
2014	\$1,741,170.53	\$974.86	\$15,048.68	\$1,757,194.07	\$0.00	\$0.00	\$0.00	\$1,638.73	99.91
2015	\$1,725,593.21	\$1,606.70	\$8,008.53	\$1,735,208.44	\$0.00	\$0.00	\$0.00	\$1,116.35	99.94
2016	\$1,820,832.09	\$2,730.04	\$18,965.09	\$1,842,527.22	\$0.00	\$0.00	\$0.00	\$1,548.81	99.92
2017	\$2,319,187.36	\$2,803.03	\$11,820.85	\$2,333,811.24	\$0.00	\$0.00	\$0.00	\$3,008.62	99.87
2018	\$2,360,474.90	\$1,746.79	\$1,906.02	\$2,364,127.71	\$0.00	\$0.00	\$0.00	\$1,024.20	99.96
2019	\$2,902,214.84	\$2,330.39	\$4,575.41	\$2,909,120.64	\$0.00	\$0.00	\$0.00	\$2,261.57	99.92
2020	\$3,013,421.42	\$5,692.80	\$22,461.51	\$3,041,575.73	\$0.00	\$0.00	\$74.78	\$1,794.52	99.94
2021	\$3,103,177.33	\$3,492.77	\$23,431.70	\$3,130,101.80	\$0.00	\$0.00	\$67.30	\$4,554.82	99.85
2022	\$4,265,852.43	\$6,274.90	\$49,272.76	\$4,321,400.09	\$0.00	\$0.00	\$2,115.95	\$16,677.63	99.61
2023	\$3,949,065.25	\$3,363.18	\$9,031.31	\$3,961,459.74	\$0.00	\$0.00	\$266,168.63	\$3,109,463.16	21.51
TOTAL	\$32,360,720.53	\$33,651.23	\$175,798.78	\$32,570,170.54	\$0.00	\$0.00	\$268,426.66	\$3,146,492.72	90.34
TOTAL INTEREST COLLECTED				\$81.41					
GRAND TOTAL	\$32,562,873.47	\$33,651.23	\$176,902.79	\$32,773,427.49	\$0.00	\$0.00	\$268,426.66	\$3,146,492.72	90.40
GRAND TOTAL INTEREST COLLECTED				\$81.41					

**COLLECTIONS MONTHLY TOTALS REPORT
BRUNSWICK COUNTY
09 Sept2023 MonthEnd Run Date: Oct 2 2023 5:50PM**

FR14FFEEFEE - SOUTHPORT FIRE PROPERTY TAX REPORT

TAX YEAR	ORIGINAL LEVY	+LATE LIST	+DISCOVERIES	=CURRENT LEVY	-RELEASES	-WRITE-OFFS	-PRINCIPLE	=BALANCE	% COLL
2010	\$617,230.00		\$0.00	\$617,230.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00
2011	\$624,470.00		\$0.00	\$624,470.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00
2012	\$630,950.00		\$290.00	\$631,240.00	\$0.00	\$0.00	\$0.00	\$100.00	99.98
2013	\$639,550.00		\$0.00	\$639,550.00	\$0.00	\$0.00	\$0.00	\$110.00	99.98
2014	\$652,650.00		\$0.00	\$652,650.00	\$0.00	\$0.00	\$0.00	\$110.00	99.98
2015	\$674,560.00		\$0.00	\$674,560.00	\$0.00	\$0.00	\$0.00	\$120.00	99.98
2016	\$702,680.00		\$0.00	\$702,680.00	\$0.00	\$0.00	\$0.00	\$120.00	99.98
2017	\$897,246.88		\$290.00	\$897,536.88	\$0.00	\$0.00	\$0.00	\$162.50	99.98
2018	\$1,006,111.57		\$0.00	\$1,006,111.57	\$0.00	\$0.00	\$0.00	\$308.60	99.97
2019	\$1,027,492.82		\$0.00	\$1,027,492.82	\$0.00	\$0.00	\$0.00	\$453.75	99.96
2020	\$1,059,241.57		\$55.00	\$1,059,296.57	\$0.00	\$0.00	\$29.21	\$934.32	99.91
2021	\$1,082,561.57		\$0.00	\$1,082,561.57	\$0.00	\$0.00	\$116.84	\$2,536.45	99.77
2022	\$1,602,106.25		\$420.00	\$1,602,526.25	\$0.00	\$0.00	\$1,268.98	\$11,966.24	99.25
2023	\$1,645,695.00		\$0.00	\$1,645,695.00	\$0.00	\$0.00	\$98,913.45	\$1,261,331.24	23.36
TOTAL	\$12,862,545.66		\$1,055.00	\$12,863,600.66	\$0.00	\$0.00	\$100,328.48	\$1,278,253.10	90.06
TOTAL INTEREST COLLECTED									
GRAND TOTAL	\$12,862,545.66		\$1,055.00	\$12,863,600.66	\$0.00	\$0.00	\$100,328.48	\$1,278,253.10	90.06
GRAND TOTAL INTEREST COLLECTED									

RUN DATE: 10/4/2023 2:21 PM

COLLECTIONS MONTHLY TOTALS REPORT
BRUNSWICK COUNTY
09 Sept2023 MonthEnd Run Date: Oct 2 2023 5:50PM

CI21LIENFEE - CI21LIENFEE SOUTHPORT PROPERTY TAX REPORT									
TAX YEAR	ORIGINAL LEVY	+LATE LIST	+DISCOVERIES	=CURRENT LEVY	-RELEASES	-WRITE-OFFS	-PRINCIPLE	=BALANCE	% COLL
2020	\$0.00		\$1,750.00	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00
TOTAL	\$0.00		\$1,750.00	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00
TOTAL INTEREST COLLECTED									
GRAND TOTAL	\$0.00		\$1,750.00	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00
GRAND TOTAL INTEREST COLLECTED									

**COLLECTIONS MONTHLY TOTALS REPORT
BRUNSWICK COUNTY
09 Sept2023 YTDMonthEnd Run Date: Oct 2 2023 3:00PM**

CI21ADVL TAX - SOUTHPORT MOTOR VEHICLE TAX REPORT

TAX YEAR	ORIGINAL LEVY	+LATE LIST	+DISCOVERIES	=CURRENT LEVY	-RELEASES	-WRITE-OFFS	-PRINCIPLE	=BALANCE	% COLL
2010	\$39,986.22		\$0.00	\$39,986.22	\$359.75	\$801.93	\$38,824.54	\$0.00	100.00
2011	\$56,588.70		\$0.00	\$56,588.70	\$1,100.98	\$1,089.50	\$54,398.22	\$0.00	100.00
2012	\$66,577.93		\$135.31	\$66,713.24	\$1,307.35	\$1,104.48	\$64,301.41	\$0.00	100.00
2013	\$39,000.09		\$281.30	\$39,281.39	\$627.45	\$833.06	\$37,820.88	\$0.00	100.00
2014	\$0.00		\$199.02	\$199.02	\$0.00	\$51.44	\$147.58	\$0.00	100.00
2015	\$0.00		\$339.73	\$339.73	\$0.00	\$0.00	\$339.73	\$0.00	100.00
2016	\$0.00		\$115.42	\$115.42	\$0.00	\$0.00	\$115.42	\$0.00	100.00
2022	\$0.00		\$33.23	\$33.23	\$0.00	\$0.00	\$33.23	\$0.00	100.00
TOTAL	\$202,152.94		\$1,104.01	\$203,256.95	\$3,395.53	\$3,880.41	\$195,981.01	\$0.00	100.00
TOTAL INTEREST COLLECTED				\$7,214.97					

CI21ADVL TAX - SOUTHPORT PROPERTY TAX REPORT

TAX YEAR	ORIGINAL LEVY	+LATE LIST	+DISCOVERIES	=CURRENT LEVY	-RELEASES	-WRITE-OFFS	-PRINCIPLE	=BALANCE	% COLL
2011	\$1,774,724.46	\$853.88	\$0.00	\$1,775,578.34	\$130,557.11	\$1,984.77	\$1,643,036.46	\$0.00	100.00
2012	\$1,688,037.74	\$1,118.81	\$5,634.34	\$1,694,790.89	\$11,714.66	\$203.89	\$1,681,202.95	\$1,669.39	99.90
2013	\$1,696,968.97	\$663.08	\$5,642.58	\$1,703,274.63	\$7,143.40	\$210.92	\$1,694,185.39	\$1,734.92	99.90
2014	\$1,741,170.53	\$974.86	\$15,048.68	\$1,757,194.07	\$4,226.49	\$190.76	\$1,751,138.09	\$1,638.73	99.91
2015	\$1,725,593.21	\$1,606.70	\$8,008.53	\$1,735,208.44	\$4,672.15	\$75.54	\$1,729,344.40	\$1,116.35	99.94
2016	\$1,820,832.09	\$2,730.04	\$18,965.09	\$1,842,527.22	\$1,005.08	\$84.78	\$1,839,888.55	\$1,548.81	99.92
2017	\$2,319,187.36	\$2,803.03	\$11,820.85	\$2,333,811.24	\$2,076.09	\$56.59	\$2,328,669.94	\$3,008.62	99.87
2018	\$2,360,474.90	\$1,746.79	\$1,906.02	\$2,364,127.71	\$2,584.47	\$49.04	\$2,360,470.00	\$1,024.20	99.96
2019	\$2,902,214.84	\$2,330.39	\$4,575.41	\$2,909,120.64	\$3,741.06	\$47.50	\$2,903,070.51	\$2,261.57	99.92
2020	\$3,013,421.42	\$5,692.80	\$22,461.51	\$3,041,575.73	\$4,995.16	\$47.85	\$3,034,738.20	\$1,794.52	99.94
2021	\$3,103,177.33	\$3,492.77	\$23,431.70	\$3,130,101.80	\$2,864.46	\$60.66	\$3,122,621.86	\$4,554.82	99.85
2022	\$4,265,852.43	\$6,274.90	\$49,272.76	\$4,321,400.09	\$3,053.67	\$44.48	\$4,301,624.31	\$16,677.63	99.61
2023	\$3,949,065.25	\$3,363.18	\$9,031.31	\$3,961,459.74	\$359.62	\$49.02	\$851,587.94	\$3,109,463.16	21.51
TOTAL	\$32,360,720.53	\$33,651.23	\$175,798.78	\$32,570,170.54	\$178,993.42	\$3,105.80	\$29,241,578.60	\$3,146,492.72	90.34
TOTAL INTEREST COLLECTED				\$152,527.27					
GRAND TOTAL	\$32,562,873.47	\$33,651.23	\$176,902.79	\$32,773,427.49	\$182,388.95	\$6,986.21	\$29,437,559.61	\$3,146,492.72	90.40
GRAND TOTAL INTEREST COLLECTED				\$159,742.24					

COLLECTIONS MONTHLY TOTALS REPORT
BRUNSWICK COUNTY
09 Sept2023 YTDMonthEnd Run Date: Oct 2 2023 3:00PM

FR14FFEEFEE - SOUTHPORT FIRE PROPERTY TAX REPORT									
TAX YEAR	ORIGINAL LEVY	+LATE LIST	+DISCOVERIES	=CURRENT LEVY	-RELEASES	-WRITE-OFFS	-PRINCIPLE	=BALANCE	% COLL
2010	\$617,230.00		\$0.00	\$617,230.00	\$910.00	\$338.88	\$615,981.12	\$0.00	100.00
2011	\$624,470.00		\$0.00	\$624,470.00	\$720.00	\$130.85	\$623,619.15	\$0.00	100.00
2012	\$630,950.00		\$290.00	\$631,240.00	\$120.00	\$0.00	\$631,020.00	\$100.00	99.98
2013	\$639,550.00		\$0.00	\$639,550.00	\$210.00	\$0.00	\$639,230.00	\$110.00	99.98
2014	\$652,650.00		\$0.00	\$652,650.00	\$210.00	\$0.00	\$652,330.00	\$110.00	99.98
2015	\$674,560.00		\$0.00	\$674,560.00	\$160.00	\$0.00	\$674,280.00	\$120.00	99.98
2016	\$702,680.00		\$0.00	\$702,680.00	\$110.00	\$0.00	\$702,450.00	\$120.00	99.98
2017	\$897,246.88		\$290.00	\$897,536.88	\$137.50	\$0.00	\$897,236.88	\$162.50	99.98
2018	\$1,006,111.57		\$0.00	\$1,006,111.57	\$27.50	\$0.08	\$1,005,775.39	\$308.60	99.97
2019	\$1,027,492.82		\$0.00	\$1,027,492.82	\$192.50	\$0.00	\$1,026,846.57	\$453.75	99.96
2020	\$1,059,241.57		\$55.00	\$1,059,296.57	\$0.00	\$0.00	\$1,058,362.25	\$934.32	99.91
2021	\$1,082,561.57		\$0.00	\$1,082,561.57	\$123.75	\$0.00	\$1,079,901.37	\$2,536.45	99.77
2022	\$1,602,106.25		\$420.00	\$1,602,526.25	\$1,162.50	\$0.00	\$1,589,397.51	\$11,966.24	99.25
2023	\$1,645,695.00		\$0.00	\$1,645,695.00	\$0.00	\$0.00	\$384,363.76	\$1,261,331.24	23.36
TOTAL	\$12,862,545.66		\$1,055.00	\$12,863,600.66	\$4,083.75	\$469.81	\$11,580,794.00	\$1,278,253.10	90.06
TOTAL INTEREST COLLECTED									
GRAND TOTAL	\$12,862,545.66		\$1,055.00	\$12,863,600.66	\$4,083.75	\$469.81	\$11,580,794.00	\$1,278,253.10	90.06
GRAND TOTAL INTEREST COLLECTED									

RUN DATE: 10/4/2023 2:17 PM

COLLECTIONS MONTHLY TOTALS REPORT
BRUNSWICK COUNTY
09 Sept2023 YTDMonthEnd Run Date: Oct 2 2023 3:00PM

CI21LIENFEE - CI21LIENFEE SOUTHPORT PROPERTY TAX REPORT									
TAX YEAR	ORIGINAL LEVY	+LATE LIST	+DISCOVERIES	=CURRENT LEVY	-RELEASES	-WRITE-OFFS	-PRINCIPLE	=BALANCE	% COLL
2020	\$0.00		\$1,750.00	\$1,750.00	\$0.00	\$0.00	\$1,750.00	\$0.00	100.00
TOTAL	\$0.00		\$1,750.00	\$1,750.00	\$0.00	\$0.00	\$1,750.00	\$0.00	100.00
TOTAL INTEREST COLLECTED									
GRAND TOTAL	\$0.00		\$1,750.00	\$1,750.00	\$0.00	\$0.00	\$1,750.00	\$0.00	100.00
GRAND TOTAL INTEREST COLLECTED									

Animal Protective Services Department

Kate Marshall

910-477-1486

kmarshall@cityofsouthport.com



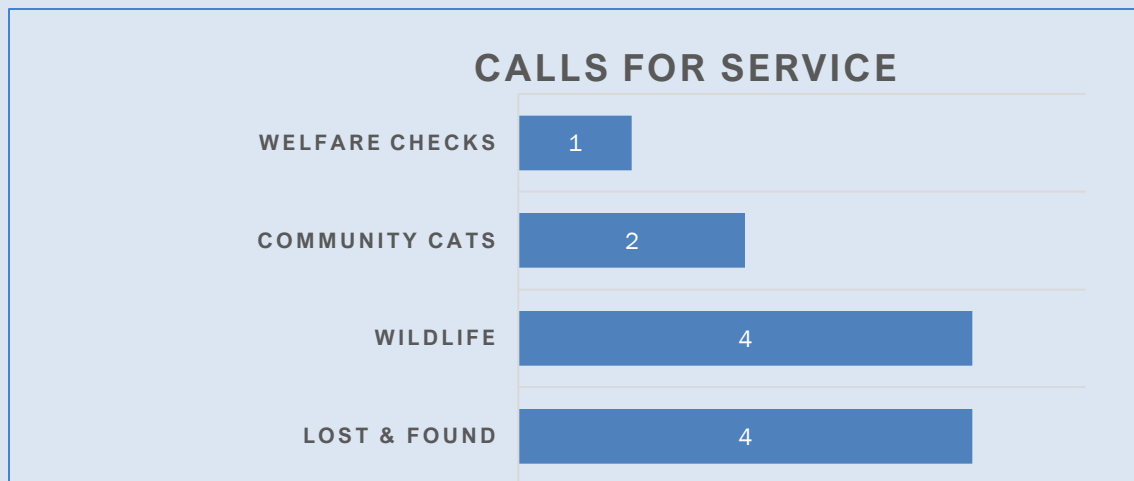
SEPTEMBER 2023 MONTHLY REPORT

ANIMAL PROTECTIVE SERVICES

DOCUPET PET LICENSES: 4 YEAR TO DATE: 181

ANIMAL BITES: 0 YEAR TO DATE: 7

VIOLATIONS/CALLS FOR SERVICE



PROJECTS

1. APS Field Training Program
2. Update APS Standard Operating Procedures

UPCOMING EVENTS



Howl-O-Ween Bowser Bash
Saturday, October 21st
10:00 am – 12:00 pm
Garrison Lawn

General Ledger

BUDGET STATUS REPORT

OVERTIME



User: bstevens
 Printed: 10/6/2023 1:57:21 PM
 Period 03 - 03
 Fiscal Year 2024

Account Number	Description	Budget Amount	Period Amt	YTD Amount	Variance	Encumbered Amount	Available	% Available
01	Administration	-	-	-	-	-	-	-
10-01-4120-0001	Employee Overtime	1,281.56	0.00	26.67	1,254.89	0.00	1,254.89	97.92
02	Finance	-	-	-	-	-	-	-
10-02-4140-0001	Employee Overtime	2,248.00	0.00	130.43	2,117.57	0.00	2,117.57	94.20
03	Buildings & Grounds	-	-	-	-	-	-	-
10-03-4190-0001	Employee Overtime	15,848.50	0.00	1,547.27	14,301.23	0.00	14,301.23	90.24
04	Garage	-	-	-	-	-	-	-
10-04-4250-0001	Employee Overtime	2,025.11	0.00	0.00	2,025.11	0.00	2,025.11	100.00
05	Streets	-	-	-	-	-	-	-
10-05-4511-0001	Employee Overtime	7,357.00	0.00	1,082.43	6,274.57	0.00	6,274.57	85.29
10	Police	-	-	-	-	-	-	-
10-10-4310-0001	Employee Overtime	37,296.00	0.00	10,620.43	26,675.57	0.00	26,675.57	71.52
11	Fire	-	-	-	-	-	-	-
10-11-4340-0001	Employee Overtime	75,671.00	0.00	11,141.16	64,529.84	0.00	64,529.84	85.28
12	Rescue	-	-	-	-	-	-	-
10-12-4370-0001	Employee Overtime	18,643.00	0.00	2,091.89	16,551.11	0.00	16,551.11	88.78
40	Planning and Permitting	-	-	-	-	-	-	-
10-40-4350-0001	Employee Overtime	3,423.00	0.00	305.98	3,117.02	0.00	3,117.02	91.06
41	DEPT	-	-	-	-	-	-	-
10-41-4380-0001	Employee Overtime	7,911.12	0.00	313.96	7,597.16	0.00	7,597.16	96.03
80	Parks & Recreation	-	-	-	-	-	-	-
10-80-6120-0001	Employee Overtime	9,436.00	0.00	2,323.12	7,112.88	0.00	7,112.88	75.38
81	Community Building	-	-	-	-	-	-	-
10-81-6150-0001	Employee Overtime	0.00	0.00	159.47	-159.47	0.00	-159.47	0.00
82	Tourism	-	-	-	-	-	-	-
10-82-6170-0001	Employee Overtime	2,500.00	0.00	186.99	2,313.01	0.00	2,313.01	92.52
91	WaterSewer	-	-	-	-	-	-	-
31-91-7130-0001	Employee Overtime	13,240.00	0.00	2,984.04	10,255.96	0.00	10,255.96	77.46

Account Number	Description	Budget Amount	Period Amt	YTD Amount	Variance	Encumbered Amount	Available	% Available
93	Electric	-	-	-	-	-	-	-
30-93-7210-0001	Employee Overtime	8,174.00	0.00	444.88	7,729.12	0.00	7,729.12	94.56
Expense Total		205,054.29	0.00	33,358.72	171,695.57	0.00	171,695.57	83.7318

General Ledger

Revenues vs Budget with

Encumbrances by Depart



User: bstevens
 Printed: 10/6/2023 1:56:32 PM
 Period 03 - 03
 Fiscal Year 2024

Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining Uncollected	%Remaining
10	General Fund							
10-00-3100-1100	Ad Valorem Taxes	3,920,271.00	525,786.16	585,337.39	3,334,933.61	0.00	3,334,933.61	85.07
10-00-3100-1200	Motor Vehicles Tax Collections	250,000.00	47,172.65	74,108.07	175,891.93	0.00	175,891.93	70.36
10-00-3100-1700	InterestPenalties -Taxes	5,600.00	83.37	1,505.21	4,094.79	0.00	4,094.79	73.12
10-00-3100-1710	Motor Vehicle Interest	1,500.00	328.72	520.15	979.85	0.00	979.85	65.32
10-00-3102-0000	Ad Valorem Tax Prior Years	30,000.00	1,176.08	18,644.68	11,355.32	0.00	11,355.32	37.85
10-00-3230-0000	Local Option Sales Tax	1,900,000.00	182,201.30	489,366.70	1,410,633.30	0.00	1,410,633.30	74.24
10-00-3260-0000	Privilege Licenses	150.00	0.00	0.00	150.00	0.00	150.00	100.00
10-00-3260-0800	ItinerantPeddler Permit	300.00	0.00	0.00	300.00	0.00	300.00	100.00
10-00-3322-0000	Beer & Wine Tax	18,900.00	0.00	0.00	18,900.00	0.00	18,900.00	100.00
10-00-3324-0000	Utility Franchise Tax	400,000.00	89,451.99	89,451.99	310,548.01	0.00	310,548.01	77.64
10-00-3474-0000	Cemetery Lot Sales & Fees	0.00	225.00	499.00	-499.00	0.00	-499.00	0.00
10-00-3810-0000	Interest Earned	250,000.00	0.00	163,714.74	86,285.26	0.00	86,285.26	34.51
10-00-3833-0005	Donations	1,000.00	0.00	300.00	700.00	0.00	700.00	70.00
10-00-3833-0100	Forestry Committee Donations	700.00	0.00	0.00	700.00	0.00	700.00	100.00
10-00-3836-0000	Community Garden	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
10-00-3837-0000	Southport ABC Distribution	650,000.00	0.00	0.00	650,000.00	0.00	650,000.00	100.00
10-00-3839-0100	Miscellaneous Revenues	9,392.00	27.00	440.35	8,951.65	0.00	8,951.65	95.31
10-00-3839-0200	Insurance Recovery	0.00	0.00	809.00	-809.00	0.00	-809.00	0.00
10-00-3930-0910	Inactive Accounts	0.00	0.00	21.00	-21.00	0.00	-21.00	0.00
10-00-3991-0000	Appropriated Fund Balance	42,440.00	0.00	0.00	42,440.00	0.00	42,440.00	100.00
00	General Government	7,482,253.00	846,452.27	1,424,718.28	6,057,534.72	0.00	6,057,534.72	80.96

General Ledger

Revenues vs Budget with

Encumbrances by Depart



User: bstevens
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 Period 03 - 03
 Fiscal Year 2024

Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
10-06-3210-0000	Civil Penalties	180.00	0.00	0.00	180.00	0.00	180.00	100.00
10-06-3220-0000	Pet license & tags	1,000.00	15.00	300.54	699.46	0.00	699.46	69.95
06	Animal Protective Services	1,180.00	15.00	300.54	879.46	0.00	879.46	74.53

General Ledger

Revenues vs Budget with

Encumbrances by Depart



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 Period 03 - 03
 Fiscal Year 2024

Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
10-10-3437-0600	Misc. ReceiptsPolice Dept.	7,943.56	0.00	7,943.56	0.00	0.00	0.00	0.00
10-10-3437-0601	Police Shop with a Cop	16,622.00	0.00	39.00	16,583.00	0.00	16,583.00	99.77
10-10-3437-0602	Golf Cart Fees	6,000.00	650.00	3,325.00	2,675.00	0.00	2,675.00	44.58
10-10-3443-0300	Police Misc Grants	45,000.00	0.00	0.00	45,000.00	0.00	45,000.00	100.00
10-10-3838-0000	ABC Revenue for Law Enf.	26,542.00	0.00	202,400.00	-175,858.00	0.00	-175,858.00	-662.56
10	Police	102,107.56	650.00	213,707.56	-111,600.00	0.00	-111,600.00	-109.30

General Ledger

Revenues vs Budget with

Encumbrances by Depart



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 Period 03 - 03
 Fiscal Year 2024

Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
10-11-3434-0100	Fire District Fees	1,941,455.00	0.00	958,934.25	982,520.75	0.00	982,520.75	50.61
10-11-3434-0200	Duke Energy For Fire Dept	75,000.00	0.00	0.00	75,000.00	0.00	75,000.00	100.00
10-11-3434-0300	Misc. Grants For Fire Dept	150,000.00	50,000.00	50,000.00	100,000.00	0.00	100,000.00	66.67
10-11-3434-0400	Fire Response Fees	30,000.00	682.08	1,030.08	28,969.92	0.00	28,969.92	96.57
10-11-3434-0500	Fire - Miscellaneous Revenue	50,000.00	0.00	0.00	50,000.00	0.00	50,000.00	100.00
10-11-3434-0700	Fire Inspections & Permit Fees	20,000.00	7,831.00	9,531.00	10,469.00	0.00	10,469.00	52.35
10-11-3810-0000	Interest Income Fire Dept	10.00	0.00	0.00	10.00	0.00	10.00	100.00
11	Fire	2,266,465.00	58,513.08	1,019,495.33	1,246,969.67	0.00	1,246,969.67	55.02

General Ledger

Revenues vs Budget with

Encumbrances by Depart



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 Period 03 - 03
 Fiscal Year 2024

Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
10-12-3437-0300	RescueEMS Grant	110,000.00	0.00	0.00	110,000.00	0.00	110,000.00	100.00
10-12-3437-0400	Rescue DeptMisc. Receipts	40,000.00	0.00	0.00	40,000.00	0.00	40,000.00	100.00
10-12-3437-0500	Rescue Squad Fees	371,000.00	22,037.24	44,685.49	326,314.51	0.00	326,314.51	87.96
12	Rescue	521,000.00	22,037.24	44,685.49	476,314.51	0.00	476,314.51	91.42

General Ledger

Revenues vs Budget with

Encumbrances by Depart



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 Period 03 - 03
 Fiscal Year 2024

Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
10-40-3343-0000	Inspection Permits	900,000.00	66,966.00	254,050.50	645,949.50	0.00	645,949.50	71.77
10-40-3343-0100	Home Owners Recovery Fund	1,000.00	20.00	110.00	890.00	0.00	890.00	89.00
10-40-3343-0400	Planning & Zoning Fees	25,000.00	250.00	4,960.00	20,040.00	0.00	20,040.00	80.16
40	Planning and Permitting	926,000.00	67,236.00	259,120.50	666,879.50	0.00	666,879.50	72.02

General Ledger

Revenues vs Budget with

Encumbrances by Depart



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 Period 03 - 03
 Fiscal Year 2024

Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
10-80-3410-0200	City Pier FEMA	220,000.00	0.00	0.00	220,000.00	0.00	220,000.00	100.00
10-80-3437-0700	Rent Recreation Facilities	11,000.00	1,150.00	2,820.00	8,180.00	0.00	8,180.00	74.36
10-80-3612-0000	Recreation Programs Receipts	36,000.00	1,270.00	4,360.00	31,640.00	0.00	31,640.00	87.89
10-80-3612-0200	Parks & Recreation Donations	1,200.00	0.00	0.00	1,200.00	0.00	1,200.00	100.00
80	Parks & Recreation	268,200.00	2,420.00	7,180.00	261,020.00	0.00	261,020.00	97.32

General Ledger

Revenues vs Budget with

Encumbrances by Depart



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 Period 03 - 03
 Fiscal Year 2024

Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
10-81-3834-0000	Community Bldg Rental	175,000.00	19,062.51	64,797.01	110,202.99	0.00	110,202.99	62.97
81	Community Building	175,000.00	19,062.51	64,797.01	110,202.99	0.00	110,202.99	62.97

General Ledger

Revenues vs Budget with

Encumbrances by Depart



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 Period 03 - 03
 Fiscal Year 2024

Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
10-82-3270-0000	Local Occupancy Tax	210,000.00	20,790.17	82,315.08	127,684.92	0.00	127,684.92	60.80
10-82-3617-0000	Tourism Special Events	11,105.00	0.00	601.00	10,504.00	0.00	10,504.00	94.59
10-82-3834-0300	Tourism - Misc Revenue	7,500.00	300.00	1,475.00	6,025.00	0.00	6,025.00	80.33
10-82-3839-0501	Tourism - Filming Fees	6,500.00	0.00	0.00	6,500.00	0.00	6,500.00	100.00
82	Tourism	235,105.00	21,090.17	84,391.08	150,713.92	0.00	150,713.92	64.10

General Ledger Revenues vs Budget with Encumbrances by Depart



User: bstevens
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Period 03 - 03
Fiscal Year 2024

Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
10-96-3325-0000	Solid Waste Disposal Tax	3,500.00	0.00	847.40	2,652.60	0.00	2,652.60	75.79
10-96-3500-0000	Refuse Revenue	330,000.00	29,148.91	87,345.11	242,654.89	0.00	242,654.89	73.53
96	Solid Waste	333,500.00	29,148.91	88,192.51	245,307.49	0.00	245,307.49	73.56

General Ledger

Revenues vs Budget with

Encumbrances by Depart



User: bstevens
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 Period 03 - 03
 Fiscal Year 2024

Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
Revenue Total		12,310,810.56	1,066,625.18	3,206,588.30	9,104,222.26	0.00	9,104,222.26	73.9531
10	General Fund	12,310,810.56	1,066,625.18	3,206,588.30	9,104,222.26	0.00	9,104,222.26	73.95

General Ledger Revenues vs Budget with Encumbrances by Depart



User: bstevens
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Period 03 - 03
Fiscal Year 2024

Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
20	Powell Bill Fund							
20-20-3316-0000	NC Powell Bill Funds	145,000.00	71,645.91	71,645.91	73,354.09	0.00	73,354.09	50.59
20-20-3991-0000	Appropriated Fund Balance	217,041.00	0.00	0.00	217,041.00	0.00	217,041.00	100.00
20	Powell Bill	362,041.00	71,645.91	71,645.91	290,395.09	0.00	290,395.09	80.21

General Ledger

Revenues vs Budget with

Encumbrances by Depart



User: bstevens
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 Period 03 - 03
 Fiscal Year 2024

Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
Revenue Total		362,041.00	71,645.91	71,645.91	290,395.09	0.00	290,395.09	80.2106
20	Powell Bill Fund	362,041.00	71,645.91	71,645.91	290,395.09	0.00	290,395.09	80.21

General Ledger

Revenues vs Budget with

Encumbrances by Depart



User: bstevens
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 Period 03 - 03
 Fiscal Year 2024

Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
21	Firemen's Fund							
21-11-3290-0000	Interest Earned	200.00	0.00	376.24	-176.24	0.00	-176.24	-88.12
21-11-3434-8400	Southport Firemen'S Revenues	80,000.00	0.00	7,220.00	72,780.00	0.00	72,780.00	90.98
11	Fire	80,200.00	0.00	7,596.24	72,603.76	0.00	72,603.76	90.53

General Ledger

Revenues vs Budget with

Encumbrances by Depart



User: bstevens
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 Period 03 - 03
 Fiscal Year 2024

Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
Revenue Total		80,200.00	0.00	7,596.24	72,603.76	0.00	72,603.76	90.5284
21	Firemen's Fund	80,200.00	0.00	7,596.24	72,603.76	0.00	72,603.76	90.53

General Ledger

Revenues vs Budget with

Encumbrances by Depart



User: bstevens
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 Period 03 - 03
 Fiscal Year 2024

Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
23	Capital Project Fund							
23-23-3970-0000	Transfer in General Fund	2,502,394.00	0.00	0.00	2,502,394.00	0.00	2,502,394.00	100.00
23	DEPT	2,502,394.00	0.00	0.00	2,502,394.00	0.00	2,502,394.00	100.00

General Ledger

Revenues vs Budget with

Encumbrances by Depart



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 Period 03 - 03
 Fiscal Year 2024

Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
Revenue Total		2,502,394.00	0.00	0.00	2,502,394.00	0.00	2,502,394.00	100
23	Capital Project Fund	2,502,394.00	0.00	0.00	2,502,394.00	0.00	2,502,394.00	100.00

General Ledger

Revenues vs Budget with

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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
30	Electric Fund							
30-93-3710-0000	Sale Of Electricity	7,700,000.00	125,173.81	1,676,323.60	6,023,676.40	0.00	6,023,676.40	78.23
30-93-3720-0100	Utility Sales Tax	539,000.00	8,544.49	116,718.54	422,281.46	0.00	422,281.46	78.35
30-93-3720-0300	Service Charges	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
30-93-3720-0326	Electric late Charges	11,649.00	0.00	2,015.68	9,633.32	0.00	9,633.32	82.70
30-93-3720-0327	Electric Meter Tampering	10,027.00	0.00	1,610.00	8,417.00	0.00	8,417.00	83.94
30-93-3720-0330	Electric Agreements	1,000.00	0.00	165.00	835.00	0.00	835.00	83.50
30-93-3720-0331	Electric ReconnectDisconnect	5,900.00	0.00	0.00	5,900.00	0.00	5,900.00	100.00
30-93-3831-0000	Interest Earned	250,000.00	0.00	14.68	249,985.32	0.00	249,985.32	99.99
30-93-3839-0000	Miscellaneous Revenues	0.00	0.00	5,000.00	-5,000.00	0.00	-5,000.00	0.00
30-93-3991-0000	Appropriated Fund Balance	3,362,609.00	0.00	0.00	3,362,609.00	0.00	3,362,609.00	100.00
93	Electric	11,881,185.00	133,718.30	1,801,847.50	10,079,337.50	0.00	10,079,337.50	84.83

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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
Revenue Total		11,881,185.00	133,718.30	1,801,847.50	10,079,337.50	0.00	10,079,337.50	84.8344
30	Electric Fund	11,881,185.00	133,718.30	1,801,847.50	10,079,337.50	0.00	10,079,337.50	84.83

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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
31	Water & Sewer Fund							
31-91-3720-0000	Water Sales	2,700,000.00	268,335.14	828,100.55	1,871,899.45	0.00	1,871,899.45	69.33
31-91-3720-0100	WaterSewer Tap Fees	175,000.00	4,100.00	26,150.00	148,850.00	0.00	148,850.00	85.06
31-91-3720-0200	Sewer Impact Fees	0.00	31,694.00	128,788.00	-128,788.00	0.00	-128,788.00	0.00
31-91-3720-0300	Water Impact Fees	0.00	3,400.00	17,000.00	-17,000.00	0.00	-17,000.00	0.00
31-91-3720-0400	Service Charges	50,000.00	3,920.00	17,680.17	32,319.83	0.00	32,319.83	64.64
31-91-3740-0000	Sewer Sales	4,000,000.00	344,643.74	1,068,274.00	2,931,726.00	0.00	2,931,726.00	73.29
31-91-3780-0000	Transfer From System Dev Cap	800,000.00	0.00	0.00	800,000.00	0.00	800,000.00	100.00
31-91-3831-0000	Interest Earned	250,000.00	0.00	0.00	250,000.00	0.00	250,000.00	100.00
31-91-3833-0005	Donations UB	1,000.00	65.00	195.00	805.00	0.00	805.00	80.50
31-91-3839-0000	Miscellaneous Revenues	25,000.00	0.00	0.00	25,000.00	0.00	25,000.00	100.00
31-91-3839-0500	Credit Card Fee	0.00	2,670.79	5,519.70	-5,519.70	0.00	-5,519.70	0.00
91	WaterSewer	8,001,000.00	658,828.67	2,091,707.42	5,909,292.58	0.00	5,909,292.58	73.86

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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
Revenue Total		8,001,000.00	658,828.67	2,091,707.42	5,909,292.58	0.00	5,909,292.58	73.8569
31	Water & Sewer Fund	8,001,000.00	658,828.67	2,091,707.42	5,909,292.58	0.00	5,909,292.58	73.86

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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
32	System Development Fee Fund							
32-92-3720-0200	Sewer Development Fees	700,000.00	0.00	0.00	700,000.00	0.00	700,000.00	100.00
32-92-3720-0300	Water Development Fees	100,000.00	0.00	0.00	100,000.00	0.00	100,000.00	100.00
92	DEPT	800,000.00	0.00	0.00	800,000.00	0.00	800,000.00	100.00

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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
Revenue Total		800,000.00	0.00	0.00	800,000.00	0.00	800,000.00	100
32	System Development Fee Fund	800,000.00	0.00	0.00	800,000.00	0.00	800,000.00	100.00

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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
42	Part F Grant. Capital Projects							
42-42-3910-0100	Part F Grant	0.00	421,193.88	421,373.88	-421,373.88	0.00	-421,373.88	0.00
42	DEPT	0.00	421,193.88	421,373.88	-421,373.88	0.00	-421,373.88	0.00

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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
Revenue Total		0.00	421,193.88	421,373.88	-421,373.88	0.00	-421,373.88	0
42	Part F Grant. Capital Projects	0.00	421,193.88	421,373.88	-421,373.88	0.00	-421,373.88	0.00

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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
50	ARP Funding							
50-50-3910-0100	Grant Revenue	1,263,954.00	0.00	0.00	1,263,954.00	0.00	1,263,954.00	100.00
50	ARPA Funding	1,263,954.00	0.00	0.00	1,263,954.00	0.00	1,263,954.00	100.00

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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
Revenue Total		1,263,954.00	0.00	0.00	1,263,954.00	0.00	1,263,954.00	100
50	ARP Funding	1,263,954.00	0.00	0.00	1,263,954.00	0.00	1,263,954.00	100.00

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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
60	Waterfront Stabilization Fund							
60-60-3910-0100	Grant Revenue	5,000,000.00	0.00	0.00	5,000,000.00	0.00	5,000,000.00	100.00
60	DEPT	5,000,000.00	0.00	0.00	5,000,000.00	0.00	5,000,000.00	100.00

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Department	Description	Annual Budget	Period Amt	YR to Date	Variance	Encumbered	Remaining / Uncollected	%Remaining
Revenue Total		5,000,000.00	0.00	0.00	5,000,000.00	0.00	5,000,000.00	100
60	Waterfront Stabilization Fund	5,000,000.00	0.00	0.00	5,000,000.00	0.00	5,000,000.00	100.00

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<u>Department</u>	<u>Description</u>	<u>Annual Budget</u>	<u>Period Amt</u>	<u>YR to Date</u>	<u>Variance</u>	<u>Encumbered</u>	<u>Remaining / Uncollected</u>	<u>%Remaining</u>
Revenue Total		42,201,584.56	2,352,011.94	7,600,759.25	34,600,825.31	0.00	34,600,825.31	81.9894

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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
10	General Fund							
00	General Government							
10-00-4110-0000	Full-Time Employees	26,973.00	0.00	3,856.75	23,116.25	0.00	23,116.25	85.70
10-00-4110-0900	F.I.C.A.	2,063.43	0.00	208.53	1,854.90	0.00	1,854.90	89.89
10-00-4110-1100	HealthLifeDental Insurance	1,050.00	35.77	112.76	937.24	0.00	937.24	89.26
10-00-4110-1400	Workers Compensation Insurance	250.00	0.00	180.75	69.25	0.00	69.25	27.70
10-00-4110-1800	Professional Fees	31,000.00	0.00	1,166.67	29,833.33	0.00	29,833.33	96.24
10-00-4110-2600	Departmental Supplies	16,615.65	50.00	252.92	16,362.73	852.67	15,510.06	93.35
10-00-4110-3100	Travel & Training	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
10-00-4110-3200	Communications	1,500.00	97.26	169.14	1,330.86	0.00	1,330.86	88.72
10-00-4110-3900	Other Services	300.00	0.00	0.00	300.00	0.00	300.00	100.00
10-00-4110-4400	Contract Services	75,000.00	26,081.00	42,695.32	32,304.68	448.67	31,856.01	42.47
10-00-4110-4500	Insurance & Bonding	5,500.00	0.00	3,645.08	1,854.92	0.00	1,854.92	33.73
10-00-4110-5600	Capital Outlay - Weather tower	37,440.00	0.00	0.00	37,440.00	0.00	37,440.00	100.00
10-00-4110-6000	Donations	30,600.00	0.00	0.00	30,600.00	0.00	30,600.00	100.00
10-00-4110-6800	Election Expense	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
00	General Government	238,292.08	26,264.03	52,287.92	186,004.16	1,301.34	184,702.82	77.51

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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
01	Administration							
10-01-4120-0000	Full-Time Employees	100,268.00	0.00	14,494.05	85,773.95	0.00	85,773.95	85.54
10-01-4120-0001	Employee Overtime	1,281.56	0.00	26.67	1,254.89	0.00	1,254.89	97.92
10-01-4120-0700	401K Retirement Supplement	5,077.50	0.00	717.47	4,360.03	0.00	4,360.03	85.87
10-01-4120-0900	F.I.C.A.	7,768.57	0.00	1,109.30	6,659.27	0.00	6,659.27	85.72
10-01-4120-1000	LGERS Retirement	13,099.95	0.00	1,851.05	11,248.90	0.00	11,248.90	85.87
10-01-4120-1100	HealthLifeDental Insurance	18,434.00	642.57	2,693.53	15,740.47	0.00	15,740.47	85.39
10-01-4120-1400	Workers Compensation Insurance	1,500.00	0.00	1,084.49	415.51	0.00	415.51	27.70
10-01-4120-2500	Vehicle Supplies	261.00	0.00	66.46	194.54	10.33	184.21	70.58
10-01-4120-2600	Departmental Supplies	22,000.00	567.87	5,027.72	16,972.28	690.14	16,282.14	74.01
10-01-4120-3100	Travel & Training	11,000.00	492.55	492.55	10,507.45	4,957.98	5,549.47	50.45
10-01-4120-3200	Communications	4,800.00	362.28	1,319.27	3,480.73	1,061.04	2,419.69	50.41
10-01-4120-3300	Utilities	6,100.00	513.30	1,021.90	5,078.10	77.18	5,000.92	81.98
10-01-4120-3400	Emergency Preparedness	2,000.00	487.23	487.23	1,512.77	947.14	565.63	28.28
10-01-4120-3900	Other Services	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
10-01-4120-4400	Contract Services	210,000.00	11,985.70	18,786.10	191,213.90	411.57	190,802.33	90.86
10-01-4120-4500	Insurance & Bonding	8,766.45	0.00	5,809.59	2,956.86	0.00	2,956.86	33.73
10-01-4120-5400	Capital Outlay - Vehicles	7,000.00	576.67	1,730.01	5,269.99	5,190.03	79.96	1.14
10-01-4120-7100	Debt Service	118,367.00	0.00	113,472.71	4,894.29	0.00	4,894.29	4.13
10-01-4120-9700	Contingency	200,000.00	0.00	0.00	200,000.00	0.00	200,000.00	100.00
01	Administration	739,724.03	15,628.17	170,190.10	569,533.93	13,345.41	556,188.52	75.19

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02	Finance							
10-02-4140-0000	Full-Time Employees	150,930.00	0.00	15,936.78	134,993.22	0.00	134,993.22	89.44
10-02-4140-0001	Employee Overtime	2,248.00	0.00	130.43	2,117.57	0.00	2,117.57	94.20
10-02-4140-0200	Part Time Employees	25,593.00	0.00	7,133.62	18,459.38	0.00	18,459.38	72.13
10-02-4140-0700	401K Retirement Supplement	7,789.90	0.00	803.36	6,986.54	0.00	6,986.54	89.69
10-02-4140-0900	F.I.C.A.	13,876.41	0.00	1,749.42	12,126.99	0.00	12,126.99	87.39
10-02-4140-1000	LGERS Retirement	20,097.94	0.00	2,072.68	18,025.26	0.00	18,025.26	89.69
10-02-4140-1100	HealthLifeDental Insurance	30,288.30	1,711.77	5,545.46	24,742.84	0.00	24,742.84	81.69
10-02-4140-1400	Workers Compensation Insurance	1,800.00	0.00	1,301.39	498.61	0.00	498.61	27.70
10-02-4140-2600	Departmental Supplies	18,903.15	611.93	3,331.33	15,571.82	5,381.99	10,189.83	53.91
10-02-4140-3100	Travel & Traning	12,000.00	372.32	372.32	11,627.68	450.96	11,176.72	93.14
10-02-4140-3200	Communications	5,612.25	456.08	1,688.99	3,923.26	2,829.39	1,093.87	19.49
10-02-4140-3300	Utilities	3,098.55	252.80	497.71	2,600.84	61.89	2,538.95	81.94
10-02-4140-3901	Community Garden Expenses	7,200.00	0.00	38.41	7,161.59	0.00	7,161.59	99.47
10-02-4140-4400	Contract Services	37,925.00	2,181.09	8,807.02	29,117.98	3,417.22	25,700.76	67.77
10-02-4140-4410	Property Tax Fees	40,000.00	3,952.84	4,525.64	35,474.36	0.00	35,474.36	88.69
10-02-4140-4411	Motor Vehicle Fees	10,000.00	1,688.84	2,527.42	7,472.58	0.00	7,472.58	74.73
10-02-4140-4500	Insurance & Bonding	2,800.00	0.00	2,846.68	-46.68	0.00	-46.68	-1.67
10-02-4140-5000	Capital Purchases Under \$5000	8,000.00	1,360.79	1,360.79	6,639.21	0.00	6,639.21	82.99
02	Finance	398,162.50	12,588.46	60,669.45	337,493.05	12,141.45	325,351.60	81.71

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03	Buildings & Grounds							
10-03-4190-0000	Full-Time Employees	616,416.00	0.00	80,517.28	535,898.72	0.00	535,898.72	86.94
10-03-4190-0001	Employee Overtime	15,848.50	0.00	1,547.27	14,301.23	0.00	14,301.23	90.24
10-03-4190-0700	401K Retirement Supplement	31,744.23	0.00	4,103.23	27,641.00	0.00	27,641.00	87.07
10-03-4190-0900	F.I.C.A.	48,568.66	0.00	6,117.29	42,451.37	0.00	42,451.37	87.40
10-03-4190-1000	LGERS Retirement	81,900.10	0.00	10,586.33	71,313.77	0.00	71,313.77	87.07
10-03-4190-1100	HealthLifeDental Insurance	174,355.00	8,825.97	31,210.80	143,144.20	0.00	143,144.20	82.10
10-03-4190-1400	Workers Compensation Insurance	13,503.00	0.00	9,762.57	3,740.43	0.00	3,740.43	27.70
10-03-4190-2100	Uniforms & Protective Gear	10,000.00	1,490.75	2,573.24	7,426.76	7,398.46	28.30	0.28
10-03-4190-2500	Vehicle Supplies	16,000.00	419.88	3,098.12	12,901.88	2,249.74	10,652.14	66.58
10-03-4190-2600	Departmental Supplies	20,000.00	1,927.36	6,854.74	13,145.26	9,176.20	3,969.06	19.85
10-03-4190-3100	Travel & Training	1,500.00	20.00	20.00	1,480.00	0.00	1,480.00	98.67
10-03-4190-3200	Communications	2,200.00	174.93	754.86	1,445.14	0.00	1,445.14	65.69
10-03-4190-3300	Utilities	14,100.00	1,135.91	3,000.98	11,099.02	2,256.87	8,842.15	62.71
10-03-4190-3500	RM Equipment	5,200.00	1,254.58	3,494.49	1,705.51	0.00	1,705.51	32.80
10-03-4190-3501	RM Vehicles	5,000.00	0.00	0.00	5,000.00	29.90	4,970.10	99.40
10-03-4190-3502	RM Facilities	203,000.00	3,987.84	17,381.95	185,618.05	12,777.80	172,840.25	85.14
10-03-4190-3503	RM Cemetery	86,670.00	0.00	5,206.25	81,463.75	0.00	81,463.75	93.99
10-03-4190-3504	Forestry Projects	5,250.00	0.00	0.00	5,250.00	426.83	4,823.17	91.87
10-03-4190-3900	Other Services	28,000.00	0.00	14,903.11	13,096.89	0.00	13,096.89	46.77
10-03-4190-4400	Contract Services	21,000.00	6,576.34	9,430.59	11,569.41	3,003.66	8,565.75	40.79
10-03-4190-4500	Insurance & Bonding	54,000.00	0.00	35,788.05	18,211.95	0.00	18,211.95	33.73
10-03-4190-5000	Capital Purchases Under \$5000	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
10-03-4190-5400	Capital Outlay - Vehicles	22,000.00	1,726.58	5,179.74	16,820.26	15,539.22	1,281.04	5.82
03	Buildings & Grounds	1,481,255.49	27,540.14	251,530.89	1,229,724.60	52,858.68	1,176,865.92	79.45

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04	Garage							
10-04-4250-0000	Full-Time Employees	123,770.00	0.00	18,185.62	105,584.38	0.00	105,584.38	85.31
10-04-4250-0001	Employee Overtime	2,025.11	0.00	0.00	2,025.11	0.00	2,025.11	100.00
10-04-4250-0700	401K Retirement Supplement	6,420.75	0.00	909.29	5,511.46	0.00	5,511.46	85.84
10-04-4250-0900	F.I.C.A.	9,823.75	0.00	1,382.18	8,441.57	0.00	8,441.57	85.93
10-04-4250-1000	LGERS Retirement	16,565.53	0.00	2,345.95	14,219.58	0.00	14,219.58	85.84
10-04-4250-1100	HealthLifeDental Insurance	34,184.00	2,429.80	8,091.10	26,092.90	0.00	26,092.90	76.33
10-04-4250-1400	Workers Compensation Insurance	3,800.00	0.00	2,747.37	1,052.63	0.00	1,052.63	27.70
10-04-4250-2100	Uniforms & Protective Gear	3,500.00	109.00	191.54	3,308.46	3,114.86	193.60	5.53
10-04-4250-2500	Vehicle Supplies	4,109.70	0.00	310.38	3,799.32	91.46	3,707.86	90.22
10-04-4250-2600	Departmental Supplies	7,750.00	509.89	632.37	7,117.63	0.00	7,117.63	91.84
10-04-4250-2602	Other Equipment	4,800.00	0.00	3,899.99	900.01	0.00	900.01	18.75
10-04-4250-3100	Travel & Training	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00
10-04-4250-3200	Communications	1,350.00	102.27	204.54	1,145.46	0.00	1,145.46	84.85
10-04-4250-3300	Utilities	8,200.00	498.65	981.61	7,218.39	39.66	7,178.73	87.55
10-04-4250-3500	RM Equipment	900.00	0.00	0.00	900.00	0.00	900.00	100.00
10-04-4250-3501	RM Vehicles	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	100.00
10-04-4250-4400	Contract Services	4,200.00	383.11	383.11	3,816.89	1,666.89	2,150.00	51.19
10-04-4250-4500	Insurance & Bonding	2,000.00	0.00	1,325.48	674.52	0.00	674.52	33.73
10-04-4250-5400	Capital Outlay - Vehicles	12,000.00	992.72	2,978.16	9,021.84	8,934.48	87.36	0.73
04	Garage	249,898.84	5,025.44	44,568.69	205,330.15	13,847.35	191,482.80	76.62

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05	Streets							
10-05-4511-0000	Full-Time Employees	130,987.00	0.00	20,280.72	110,706.28	0.00	110,706.28	84.52
10-05-4511-0001	Employee Overtime	7,357.00	0.00	1,082.43	6,274.57	0.00	6,274.57	85.29
10-05-4511-0200	Part-Time Employees	60,200.00	0.00	13,583.57	46,616.43	0.00	46,616.43	77.44
10-05-4511-0700	401K Retirement Supplement	7,048.20	0.00	1,068.17	5,980.03	0.00	5,980.03	84.84
10-05-4511-0900	F.I.C.A.	15,389.05	0.00	2,643.87	12,745.18	0.00	12,745.18	82.82
10-05-4511-1000	LGERS Retirement	18,184.36	0.00	2,755.84	15,428.52	0.00	15,428.52	84.84
10-05-4511-1100	HealthLifeDental Insurance	39,682.50	3,078.39	8,788.17	30,894.33	0.00	30,894.33	77.85
10-05-4511-1400	Workers Compensation Insurance	4,000.00	0.00	2,891.97	1,108.03	0.00	1,108.03	27.70
10-05-4511-2100	Uniforms & Protective Gear	4,500.00	0.00	0.00	4,500.00	0.00	4,500.00	100.00
10-05-4511-2500	Vehicle Supplies	8,754.90	0.00	1,991.18	6,763.72	571.45	6,192.27	70.73
10-05-4511-2600	Departmental Supplies	50,000.00	3,240.11	3,240.11	46,759.89	3,500.00	43,259.89	86.52
10-05-4511-3200	Communications	800.00	74.86	574.25	225.75	0.00	225.75	28.22
10-05-4511-3300	Utilities	112,000.00	8,945.04	18,192.59	93,807.41	71.89	93,735.52	83.69
10-05-4511-3500	RM Equipment	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00
10-05-4511-3501	RM Vehicles	2,800.00	0.00	190.69	2,609.31	0.00	2,609.31	93.19
10-05-4511-4400	Contract Services	20,850.00	0.00	0.00	20,850.00	0.00	20,850.00	100.00
10-05-4511-4500	Insurance & Bonding	25,000.00	0.00	16,568.54	8,431.46	0.00	8,431.46	33.73
10-05-4511-5400	Capital Outlay - Vehicles	6,100.00	481.51	1,444.53	4,655.47	4,333.59	321.88	5.28
10-05-4511-5800	Capital Outlay- Capital Improv	18,000.00	0.00	0.00	18,000.00	0.00	18,000.00	100.00
05	Streets	541,653.01	15,819.91	95,296.63	446,356.38	8,476.93	437,879.45	80.84

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06	Animal Protective Services							
10-06-4600-0000	Full Time Employees	64,131.00	0.00	9,591.91	54,539.09	0.00	54,539.09	85.04
10-06-4600-0200	Part-time Employees	4,200.00	0.00	263.00	3,937.00	0.00	3,937.00	93.74
10-06-4600-0700	401k Retirement Supplement	3,206.55	0.00	479.60	2,726.95	0.00	2,726.95	85.04
10-06-4600-0900	F.I.C.A	5,227.32	0.00	733.88	4,493.44	0.00	4,493.44	85.96
10-06-4600-1000	LGERS Retirement	8,272.90	0.00	1,237.36	7,035.54	0.00	7,035.54	85.04
10-06-4600-1100	HeathLifeDental Insurance	12,000.00	763.05	2,846.65	9,153.35	0.00	9,153.35	76.28
10-06-4600-1400	Workers Compensation Insurance	1,078.59	0.00	578.39	500.20	0.00	500.20	46.38
10-06-4600-2100	Uniforms & Protective Gear	450.00	90.40	90.40	359.60	209.60	150.00	33.33
10-06-4600-2500	Vehicle Supplies	1,500.00	0.00	133.65	1,366.35	61.69	1,304.66	86.98
10-06-4600-2600	Departmental Supplies	8,600.00	36.77	99.82	8,500.18	832.18	7,668.00	89.16
10-06-4600-2602	Animal Care	12,000.00	0.00	0.00	12,000.00	3,000.00	9,000.00	75.00
10-06-4600-3100	Travel & Training	4,000.00	1,020.00	3,049.18	950.82	0.00	950.82	23.77
10-06-4600-3200	Communications	1,000.00	89.65	179.30	820.70	0.00	820.70	82.07
10-06-4600-4400	Contract Services	2,700.00	0.00	0.00	2,700.00	0.00	2,700.00	100.00
10-06-4600-5400	Capital Outlay - Vehicles	5,976.00	498.14	1,494.42	4,481.58	4,481.58	0.00	0.00
06	Animal Protective Services	134,342.36	2,498.01	20,777.56	113,564.80	8,585.05	104,979.75	78.14

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07	Human Resources							
10-07-4700-0000	Full-Time Employees	28,853.00	0.00	4,219.77	24,633.23	0.00	24,633.23	85.37
10-07-4700-0700	401K Retirement Supplement	1,442.65	0.00	210.99	1,231.66	0.00	1,231.66	85.37
10-07-4700-0900	F.I.C.A.	2,207.25	0.00	314.54	1,892.71	0.00	1,892.71	85.75
10-07-4700-1000	LGERS Retirement	3,722.04	0.00	544.35	3,177.69	0.00	3,177.69	85.37
10-07-4700-1100	HealthLifeDental Insurance	3,996.00	231.44	671.19	3,324.81	0.00	3,324.81	83.20
10-07-4700-1400	Workers Compensation Insurance	200.00	0.00	144.60	55.40	0.00	55.40	27.70
10-07-4700-2600	Departmental Supplies	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
10-07-4700-3100	Travel & Training	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
10-07-4700-3150	Tuition Reimbursement	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
10-07-4700-3200	Communications	600.00	42.64	85.28	514.72	0.00	514.72	85.79
10-07-4700-3900	Other Services	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
10-07-4700-4400	Contract Services	31,400.00	0.00	0.00	31,400.00	0.00	31,400.00	100.00
07	Human Resources	85,420.94	274.08	6,190.72	79,230.22	0.00	79,230.22	92.75

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10	Police							
10-10-4310-0000	Full-Time Employees	950,377.00	0.00	127,721.56	822,655.44	0.00	822,655.44	86.56
10-10-4310-0001	Employee Overtime	37,296.00	0.00	10,620.43	26,675.57	0.00	26,675.57	71.52
10-10-4310-0200	Part time Salaries	70,376.00	0.00	6,318.48	64,057.52	3,995.00	60,062.52	85.35
10-10-4310-0400	Separation Allowance-Leo	12,819.00	0.00	1,831.29	10,987.71	0.00	10,987.71	85.71
10-10-4310-0700	401K Retirement Supplement	49,514.65	0.00	6,880.90	42,633.75	0.00	42,633.75	86.10
10-10-4310-0900	F.I.C.A.	82,121.83	0.00	11,078.36	71,043.47	0.00	71,043.47	86.51
10-10-4310-1000	LGERS Retirement	147,923.78	0.00	19,249.89	128,673.89	0.00	128,673.89	86.99
10-10-4310-1100	HealthLifeDental Insurance	244,031.50	13,208.51	42,867.02	201,164.48	0.00	201,164.48	82.43
10-10-4310-1400	Workers Compensation Insurance	38,249.40	216.78	27,870.53	10,378.87	0.00	10,378.87	27.13
10-10-4310-1800	Professional Services	577.50	0.00	0.00	577.50	0.00	577.50	100.00
10-10-4310-2100	Uniforms & Protective Gear	25,000.00	59.99	2,066.62	22,933.38	1,416.38	21,517.00	86.07
10-10-4310-2500	Vehicle Supplies	52,000.00	0.00	9,213.67	42,786.33	4,277.26	38,509.07	74.06
10-10-4310-2600	Departmental Supplies	16,000.00	-197.90	296.48	15,703.52	2,236.49	13,467.03	84.17
10-10-4310-3100	Travel & Training	15,750.00	200.50	531.47	15,218.53	0.00	15,218.53	96.63
10-10-4310-3101	Community Resource Program	25,200.00	0.00	0.00	25,200.00	0.00	25,200.00	100.00
10-10-4310-3200	Communications	24,213.00	1,830.65	4,224.11	19,988.89	5,096.94	14,891.95	61.50
10-10-4310-3300	Utilities	3,098.55	252.81	497.73	2,600.82	61.88	2,538.94	81.94
10-10-4310-3500	RM Equipment	4,500.00	200.00	200.00	4,300.00	0.00	4,300.00	95.56
10-10-4310-3501	RM Vehicles	12,943.56	0.00	9,456.00	3,487.56	0.00	3,487.56	26.94
10-10-4310-4400	Contract Services	111,794.00	1,345.73	6,522.18	105,271.82	38,327.32	66,944.50	59.88
10-10-4310-4500	Insurance & Bonding	48,183.45	859.27	33,792.15	14,391.30	0.00	14,391.30	29.87
10-10-4310-5000	Capital Purchases Under \$5000	0.00	1,170.45	1,170.45	-1,170.45	0.00	-1,170.45	0.00
10-10-4310-5400	Capital Outlay - Vehicles	135,167.40	9,588.01	28,764.03	106,403.37	86,292.07	20,111.30	14.88
10-10-4310-5500	Capital Outlay - Equipment	45,000.00	0.00	0.00	45,000.00	0.00	45,000.00	100.00
10	Police	2,152,136.62	28,734.80	351,173.35	1,800,963.27	141,703.34	1,659,259.93	77.10

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11	Fire							
10-11-4340-0000	Full-Time Employees	809,327.00	0.00	108,487.84	700,839.16	0.00	700,839.16	86.60
10-11-4340-0001	Employee Overtime	75,671.00	0.00	11,141.16	64,529.84	0.00	64,529.84	85.28
10-11-4340-0100	Volunteer Fire Fees	109,500.00	0.00	12,603.57	96,896.43	0.00	96,896.43	88.49
10-11-4340-0200	Employee Volunteer Stipend	80,000.00	0.00	0.00	80,000.00	0.00	80,000.00	100.00
10-11-4340-0700	401K Retirement Supplement	44,249.90	0.00	5,953.94	38,295.96	0.00	38,295.96	86.54
10-11-4340-0900	F.I.C.A.	82,199.10	0.00	9,994.73	72,204.37	0.00	72,204.37	87.84
10-11-4340-1000	Fire Fighter Pension Plan Cont	110,302.00	0.00	15,361.18	94,940.82	0.00	94,940.82	86.07
10-11-4340-1002	Payments To Retirees	24,180.00	0.00	3,454.29	20,725.71	0.00	20,725.71	85.71
10-11-4340-1100	HealthLifeDental Insurance	120,000.00	9,640.80	26,751.14	93,248.86	0.00	93,248.86	77.71
10-11-4340-1400	Workers Compensation Insurance	25,597.00	0.00	18,506.44	7,090.56	0.00	7,090.56	27.70
10-11-4340-1800	Professional Fees	8,000.00	50.00	2,526.99	5,473.01	0.00	5,473.01	68.41
10-11-4340-2100	Uniforms & Protective Gear	25,000.00	0.00	5,734.33	19,265.67	2,760.06	16,505.61	66.02
10-11-4340-2500	Vehicle Supplies	49,368.00	244.88	8,422.05	40,945.95	5,247.90	35,698.05	72.31
10-11-4340-2600	Departmental Supplies	25,000.00	741.21	1,476.81	23,523.19	230.46	23,292.73	93.17
10-11-4340-2604	Fire Prevention	16,000.00	8,274.06	11,212.57	4,787.43	415.00	4,372.43	27.33
10-11-4340-3100	Travel & Training	30,000.00	4,212.60	5,715.80	24,284.20	54.00	24,230.20	80.77
10-11-4340-3200	Communications	15,000.00	2,986.24	6,484.42	8,515.58	4,617.73	3,897.85	25.99
10-11-4340-3300	Utilities	25,000.00	3,562.46	7,696.16	17,303.84	4,348.75	12,955.09	51.82
10-11-4340-3500	RM Equipment	8,000.00	73.81	528.21	7,471.79	1,498.20	5,973.59	74.67
10-11-4340-3501	RM Vehicles	35,000.00	7,168.48	14,791.63	20,208.37	14,664.66	5,543.71	15.84
10-11-4340-3502	RM Facilities	18,000.00	162.50	4,253.70	13,746.30	696.45	13,049.85	72.50
10-11-4340-3503	Substation Lease	15,000.00	1,250.00	3,750.00	11,250.00	10,000.00	1,250.00	8.33
10-11-4340-4400	Contract Services	30,000.00	783.52	21,707.98	8,292.02	4,668.07	3,623.95	12.08
10-11-4340-4500	Insurance & Bonding	45,000.00	0.00	23,005.00	21,995.00	0.00	21,995.00	48.88
10-11-4340-5500	Capital Outlay - Equipment	181,000.00	0.00	0.00	181,000.00	0.00	181,000.00	100.00
10-11-4340-7100	Debt Service	305,000.00	171,930.27	285,402.96	19,597.04	0.00	19,597.04	6.43
11	Fire	2,311,394.00	211,080.83	614,962.90	1,696,431.10	49,201.28	1,647,229.82	71.27

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12	Rescue							
10-12-4370-0000	Full-Time Employees	163,408.00	0.00	9,378.57	154,029.43	0.00	154,029.43	94.26
10-12-4370-0001	Employee Overtime	18,643.00	0.00	2,091.89	16,551.11	0.00	16,551.11	88.78
10-12-4370-0200	Volunteer Rescue Fees	260,000.00	0.00	36,014.35	223,985.65	0.00	223,985.65	86.15
10-12-4370-0700	401K Retirement Supplement	9,102.55	0.00	573.53	8,529.02	0.00	8,529.02	93.70
10-12-4370-0900	F.I.C.A.	33,816.90	0.00	3,619.94	30,196.96	0.00	30,196.96	89.30
10-12-4370-1000	RetirementState Shared	23,484.88	0.00	1,479.70	22,005.18	0.00	22,005.18	93.70
10-12-4370-1100	HealthLifeDental Insurance	33,728.30	694.40	2,708.20	31,020.10	0.00	31,020.10	91.97
10-12-4370-1400	Workers Compensation Insurance	2,400.00	0.00	1,735.18	664.82	0.00	664.82	27.70
10-12-4370-2100	Uniforms & Protective Gear	10,000.00	0.00	0.00	10,000.00	2,760.06	7,239.94	72.40
10-12-4370-2500	Vehicle Supplies	8,000.00	0.00	3,854.71	4,145.29	2,002.25	2,143.04	26.79
10-12-4370-2600	Departmenta Supplies	12,000.00	986.27	986.27	11,013.73	0.00	11,013.73	91.78
10-12-4370-2601	Medical Supplies	23,000.00	586.50	14,638.35	8,361.65	3,271.78	5,089.87	22.13
10-12-4370-3100	Travel & Training	7,000.00	114.71	114.71	6,885.29	0.00	6,885.29	98.36
10-12-4370-3200	Communications	8,000.00	1,950.18	3,361.77	4,638.23	355.71	4,282.52	53.53
10-12-4370-3300	Utilities	9,000.00	0.00	0.00	9,000.00	0.00	9,000.00	100.00
10-12-4370-3500	RM Equipment	12,000.00	42.73	90.66	11,909.34	5.47	11,903.87	99.20
10-12-4370-3501	RM Vehicles	5,000.00	89.35	114.35	4,885.65	69.50	4,816.15	96.32
10-12-4370-3502	RM Facilities	7,000.00	0.00	0.00	7,000.00	0.00	7,000.00	100.00
10-12-4370-4400	Contract Services	50,000.00	3,994.04	14,979.23	35,020.77	1,925.00	33,095.77	66.19
10-12-4370-4500	Insurance & Bonding	45,000.00	0.00	0.00	45,000.00	0.00	45,000.00	100.00
10-12-4370-5400	Capital Outlay - Vehicles	6,000.00	0.00	0.00	6,000.00	0.00	6,000.00	100.00
10-12-4370-5500	Capital Outlay - Equipment	40,000.00	0.00	42,550.60	-2,550.60	1,756.13	-4,306.73	-10.77
10-12-4370-7100	Debt Service	53,000.00	0.00	0.00	53,000.00	0.00	53,000.00	100.00
12	Rescue	839,583.63	8,458.18	138,292.01	701,291.62	12,145.90	689,145.72	82.08

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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
40	Planning and Permitting							
10-40-4350-0000	Full-Time Employees	223,313.53	0.00	15,851.50	207,462.03	0.00	207,462.03	92.90
10-40-4350-0001	Employee Overtime	3,423.00	0.00	305.98	3,117.02	0.00	3,117.02	91.06
10-40-4350-0700	401K Retirement Supplement	11,467.83	0.00	807.87	10,659.96	0.00	10,659.96	92.96
10-40-4350-0900	F.I.C.A.	17,545.77	0.00	1,224.50	16,321.27	0.00	16,321.27	93.02
10-40-4350-1000	LGERS Retirement	29,586.99	0.00	2,084.32	27,502.67	0.00	27,502.67	92.96
10-40-4350-1100	HealthLifeDental Insurance	43,329.76	1,493.76	6,493.58	36,836.18	0.00	36,836.18	85.01
10-40-4350-1400	Workers Compensation Insurance	2,650.00	0.00	1,915.93	734.07	0.00	734.07	27.70
10-40-4350-2500	Vehicle Supplies	800.00	0.00	56.82	743.18	0.00	743.18	92.90
10-40-4350-2600	Departmental Supplies	4,875.00	68.88	174.73	4,700.27	619.27	4,081.00	83.71
10-40-4350-3100	Travel & Training	11,000.00	400.00	535.00	10,465.00	0.00	10,465.00	95.14
10-40-4350-3200	Communications	4,300.00	643.87	1,497.26	2,802.74	1,768.36	1,034.38	24.06
10-40-4350-3300	Utilities	1,700.00	268.54	544.98	1,155.02	204.63	950.39	55.91
10-40-4350-3500	RM Equipment	80.00	0.00	0.00	80.00	0.00	80.00	100.00
10-40-4350-3501	RM Vehicles	250.00	0.00	48.90	201.10	0.00	201.10	80.44
10-40-4350-4400	Contract Services	15,000.00	187.81	6,250.08	8,749.92	5,302.29	3,447.63	22.98
10-40-4350-4500	Insurance & Bonding	6,000.00	0.00	3,976.45	2,023.55	0.00	2,023.55	33.73
10-40-4350-5400	Capital Outlay - Vehicles	7,000.00	1,153.36	3,460.08	3,539.92	3,539.92	0.00	0.00
10-40-4350-5500	Capital Outlay - Equipment	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	100.00
40	Planning and Permitting	385,321.88	4,216.22	45,227.98	340,093.90	11,434.47	328,659.43	85.29

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41	DEPT							
10-41-4380-0000	Full-Time Employees	268,456.69	0.00	27,265.58	241,191.11	0.00	241,191.11	89.84
10-41-4380-0001	Employee Overtime	7,911.12	0.00	313.96	7,597.16	0.00	7,597.16	96.03
10-41-4380-0200	Part-Time Employees	41,210.92	0.00	334.82	40,876.10	0.00	40,876.10	99.19
10-41-4380-0700	401K Retirement Supplement	14,274.39	0.00	1,378.99	12,895.40	0.00	12,895.40	90.34
10-41-4380-0900	F.I.C.A.	24,992.45	0.00	2,110.91	22,881.54	0.00	22,881.54	91.55
10-41-4380-1000	LGERS Retirement	36,827.93	0.00	3,557.77	33,270.16	0.00	33,270.16	90.34
10-41-4380-1100	HealthLifeDental Insurance	55,891.59	1,736.00	5,034.50	50,857.09	0.00	50,857.09	90.99
10-41-4380-1400	Workers Compensation Insurance	2,650.00	0.00	1,915.93	734.07	0.00	734.07	27.70
10-41-4380-2500	Vehicle Supplies	1,600.00	0.00	100.87	1,499.13	111.36	1,387.77	86.74
10-41-4380-2600	Departmental Supplies	4,875.00	0.00	645.47	4,229.53	451.59	3,777.94	77.50
10-41-4380-3100	Travel & Training	3,000.00	535.00	878.00	2,122.00	70.00	2,052.00	68.40
10-41-4380-3200	Communications	2,000.00	461.03	646.06	1,353.94	0.00	1,353.94	67.70
10-41-4380-3300	Utilities	1,700.00	15.74	47.27	1,652.73	142.73	1,510.00	88.82
10-41-4380-3500	RM Equipment	80.00	0.00	0.00	80.00	0.00	80.00	100.00
10-41-4380-3501	RM Vehicles	250.00	0.00	0.00	250.00	0.00	250.00	100.00
10-41-4380-4400	Contract Services	22,500.00	1,537.81	2,433.43	20,066.57	10,084.18	9,982.39	44.37
10-41-4380-4500	Insurance & Bonding	5,000.00	0.00	3,313.71	1,686.29	0.00	1,686.29	33.73
10-41-4380-5400	Capital Outlay - Vehicles	14,000.00	0.00	0.00	14,000.00	0.00	14,000.00	100.00
10-41-4380-5500	Capital Outlay - Equipment	6,000.00	0.00	0.00	6,000.00	0.00	6,000.00	100.00
41	DEPT	513,220.09	4,285.58	49,977.27	463,242.82	10,859.86	452,382.96	88.15

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80	Parks & Recreation							
10-80-6120-0000	Full-Time Employees	218,784.00	0.00	25,890.97	192,893.03	0.00	192,893.03	88.17
10-80-6120-0001	Employee Overtime	9,436.00	0.00	2,323.12	7,112.88	0.00	7,112.88	75.38
10-80-6120-0200	Part Time Salaries	125,143.00	0.00	24,824.14	100,318.86	0.00	100,318.86	80.16
10-80-6120-0700	401K Retirement Supplement	11,411.00	0.00	1,377.31	10,033.69	0.00	10,033.69	87.93
10-80-6120-0900	F.I.C.A.	18,331.77	0.00	3,959.67	14,372.10	0.00	14,372.10	78.40
10-80-6120-1000	LGERS Retirement	29,440.38	0.00	3,553.45	25,886.93	0.00	25,886.93	87.93
10-80-6120-1100	HealthLifeDental Insurance	54,958.00	2,347.45	7,016.65	47,941.35	0.00	47,941.35	87.23
10-80-6120-1400	Workers Compensation Insurance	9,797.76	0.00	7,083.88	2,713.88	0.00	2,713.88	27.70
10-80-6120-2100	Uniforms & Protective Gear	3,000.00	0.00	97.63	2,902.37	0.00	2,902.37	96.75
10-80-6120-2500	Vehicle Supplies	6,500.00	20.00	1,296.74	5,203.26	405.76	4,797.50	73.81
10-80-6120-2600	Departmental Supplies	52,000.00	5,310.22	11,902.78	40,097.22	5,437.37	34,659.85	66.65
10-80-6120-3100	Travel & Training	5,000.00	0.00	770.00	4,230.00	0.00	4,230.00	84.60
10-80-6120-3200	Communications	5,250.00	479.17	1,332.15	3,917.85	2,514.17	1,403.68	26.74
10-80-6120-3300	Utilities	46,200.00	5,335.63	10,118.01	36,081.99	3,806.14	32,275.85	69.86
10-80-6120-3500	RM Equipment	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
10-80-6120-3501	RM Vehicles	3,150.00	0.00	0.00	3,150.00	0.00	3,150.00	100.00
10-80-6120-3502	RM Facilities	39,000.00	1,114.62	15,362.05	23,637.95	6,639.28	16,998.67	43.59
10-80-6120-4400	Contract Services	29,000.00	1,269.64	9,876.48	19,123.52	3,197.89	15,925.63	54.92
10-80-6120-5000	Capital Purchases Under \$5000	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
10-80-6120-5400	Capital Outlay - Vehicles	25,281.00	552.90	1,658.70	23,622.30	4,976.10	18,646.20	73.76
10-80-6120-5600	Capital ProjectLowe White Prk	220,000.00	0.00	0.00	220,000.00	0.00	220,000.00	100.00
80	Parks & Recreation	918,682.91	16,429.63	128,443.73	790,239.18	26,976.71	763,262.47	83.08

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81	Community Building							
10-81-6150-0000	Full-Time Employees	51,336.50	0.00	6,781.71	44,554.79	0.00	44,554.79	86.79
10-81-6150-0001	Employee Overtime	0.00	0.00	159.47	-159.47	0.00	-159.47	0.00
10-81-6150-0200	Part-Time Employees	50,000.00	0.00	2,993.15	47,006.85	0.00	47,006.85	94.01
10-81-6150-0700	401K Retirement Supplement	2,566.83	0.00	325.78	2,241.05	0.00	2,241.05	87.31
10-81-6150-0900	F.I.C.A.	7,752.24	0.00	726.28	7,025.96	0.00	7,025.96	90.63
10-81-6150-1000	LGERS Retirement	6,622.41	0.00	840.52	5,781.89	0.00	5,781.89	87.31
10-81-6150-1100	HealthLifeDental Insurance	12,000.00	10.90	589.27	11,410.73	0.00	11,410.73	95.09
10-81-6150-1400	Workers Compensation Insurance	2,281.44	0.00	1,649.15	632.29	0.00	632.29	27.71
10-81-6150-2600	Departmental Supplies	3,000.00	0.00	577.37	2,422.63	418.30	2,004.33	66.81
10-81-6150-2700	Marketing	3,500.00	0.00	152.36	3,347.64	0.00	3,347.64	95.65
10-81-6150-3200	Communications	1,500.00	189.66	616.16	883.84	707.32	176.52	11.77
10-81-6150-3300	Utilities	12,500.00	1,197.94	2,452.98	10,047.02	346.20	9,700.82	77.61
10-81-6150-4400	Contract Services	5,500.00	25.00	25.00	5,475.00	0.00	5,475.00	99.55
10-81-6150-5000	Capital Purchases Under \$5000	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
81	Community Building	160,559.42	1,423.50	17,889.20	142,670.22	1,471.82	141,198.40	87.94

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82	Tourism							
10-82-6170-0000	Full-Time Employees	198,103.00	0.00	30,218.48	167,884.52	0.00	167,884.52	84.75
10-82-6170-0001	Employee Overtime	2,500.00	0.00	186.99	2,313.01	0.00	2,313.01	92.52
10-82-6170-0700	401K Retirement Supplement	10,161.15	0.00	1,520.28	8,640.87	0.00	8,640.87	85.04
10-82-6170-0900	F.I.C.A.	15,546.56	0.00	2,287.41	13,259.15	0.00	13,259.15	85.29
10-82-6170-1000	LGERS Retirement	26,215.77	0.00	3,922.30	22,293.47	0.00	22,293.47	85.04
10-82-6170-1100	HealthLifeDental Insurance	37,728.00	2,219.30	8,313.72	29,414.28	0.00	29,414.28	77.96
10-82-6170-1400	Workers Compensation Insurance	3,368.41	0.00	2,636.75	731.66	0.00	731.66	21.72
10-82-6170-2600	Departmental Supplies	18,000.00	0.00	646.41	17,353.59	6,727.71	10,625.88	59.03
10-82-6170-2601	Beautification Committee	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	100.00
10-82-6170-2710	Tourism Community Events	10,000.00	0.00	0.00	10,000.00	634.06	9,365.94	93.66
10-82-6170-2711	Special Marketing Opps	10,000.00	850.00	850.00	9,150.00	783.39	8,366.61	83.67
10-82-6170-2712	Grant Matching Funds	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00
10-82-6170-3100	Travel & Training	5,000.00	0.00	525.94	4,474.06	593.50	3,880.56	77.61
10-82-6170-3200	Communications	5,000.00	264.97	724.14	4,275.86	1,787.14	2,488.72	49.77
10-82-6170-3300	Utilities	11,500.00	1,561.11	2,793.39	8,706.61	995.53	7,711.08	67.05
10-82-6170-4400	Contract Services	26,000.00	169.45	1,528.91	24,471.09	7,693.23	16,777.86	64.53
10-82-6170-4500	Insurance & Bonding	5,000.00	0.00	3,313.71	1,686.29	0.00	1,686.29	33.73
82	Tourism	397,122.89	5,064.83	59,468.43	337,654.46	19,214.56	318,439.90	80.19

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96	Solid Waste							
10-96-4170-4400	Contract Services	0.00	15,872.69	67,343.13	-67,343.13	247,242.35	-314,585.48	0.00
96	Solid Waste	0.00	15,872.69	67,343.13	-67,343.13	247,242.35	-314,585.48	0.00

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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
Expense Total		11,546,770.69	401,204.50	2,174,289.96	9,372,480.73	630,806.50	8,741,674.23	75.7067
10	General Fund	11,546,770.69	401,204.50	2,174,289.96	9,372,480.73	630,806.50	8,741,674.23	75.71

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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
20	Powell Bill Fund							
20	Powell Bill							
20-20-4510-5500	Capital Outlay - Equipment	362,041.00	0.00	608.00	361,433.00	101,183.96	260,249.04	71.88
20	Powell Bill	362,041.00	0.00	608.00	361,433.00	101,183.96	260,249.04	71.88

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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
Expense Total		362,041.00	0.00	608.00	361,433.00	101,183.96	260,249.04	71.8839
20	Powell Bill Fund	362,041.00	0.00	608.00	361,433.00	101,183.96	260,249.04	71.88

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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
21	Firemen's Fund							
11	Fire							
21-11-4340-3000	Southport Firemen'S Expenses	64,876.00	6,910.00	11,117.89	53,758.11	0.00	53,758.11	82.86
11	Fire	64,876.00	6,910.00	11,117.89	53,758.11	0.00	53,758.11	82.86

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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
Expense Total		64,876.00	6,910.00	11,117.89	53,758.11	0.00	53,758.11	82.8629
21	Firemen's Fund	64,876.00	6,910.00	11,117.89	53,758.11	0.00	53,758.11	82.86

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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
23	Capital Project Fund							
23	DEPT							
23-23-7300-5800	Capital Outlay -Capital Improv	2,502,394.00	5,000.00	55,976.00	2,446,418.00	360,899.70	2,085,518.30	83.34
23	DEPT	2,502,394.00	5,000.00	55,976.00	2,446,418.00	360,899.70	2,085,518.30	83.34

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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
Expense Total		2,502,394.00	5,000.00	55,976.00	2,446,418.00	360,899.70	2,085,518.30	83.3409
23	Capital Project Fund	2,502,394.00	5,000.00	55,976.00	2,446,418.00	360,899.70	2,085,518.30	83.34

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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
30	Electric Fund							
93	Electric							
30-93-7210-0000	Full-Time Employees	414,868.00	0.00	50,402.35	364,465.65	0.00	364,465.65	87.85
30-93-7210-0001	Employee Overtime	8,174.00	0.00	444.88	7,729.12	0.00	7,729.12	94.56
30-93-7210-0200	Part-Time Employees	45,030.00	0.00	7,133.62	37,896.38	0.00	37,896.38	84.16
30-93-7210-0700	401K Retirement Supplement	21,152.10	0.00	2,340.94	18,811.16	0.00	18,811.16	88.93
30-93-7210-0900	F.I.C.A.	35,807.51	0.00	4,224.69	31,582.82	0.00	31,582.82	88.20
30-93-7210-1000	LGERS Retirement	54,572.42	0.00	6,039.66	48,532.76	0.00	48,532.76	88.93
30-93-7210-1100	HealthLifeDental Insurance	74,300.00	1,987.03	12,044.76	62,255.24	0.00	62,255.24	83.79
30-93-7210-1400	Workers Compensation Insurance	2,000.00	0.00	1,445.99	554.01	0.00	554.01	27.70
30-93-7210-1800	Professional Fees	13,959.75	0.00	6,139.16	7,820.59	0.00	7,820.59	56.02
30-93-7210-2100	Uniforms & Protective Gear	1,800.00	64.80	114.14	1,685.86	1,085.86	600.00	33.33
30-93-7210-2500	Vehicle Supplies	650.00	0.00	85.85	564.15	18.22	545.93	83.99
30-93-7210-2600	Departmental Supplies	22,000.00	19.49	2,431.42	19,568.58	5,257.07	14,311.51	65.05
30-93-7210-2700	Power Purchase	5,899,956.00	511,769.68	595,704.33	5,304,251.67	4,091,053.16	1,213,198.51	20.56
30-93-7210-2701	Utility Sales Tax	576,000.00	46,690.37	90,401.64	485,598.36	0.00	485,598.36	84.31
30-93-7210-3100	Travel & Training	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00
30-93-7210-3200	Communications	4,000.00	254.40	897.22	3,102.78	1,414.64	1,688.14	42.20
30-93-7210-3300	Utilities	1,229.55	142.48	284.62	944.93	39.65	905.28	73.63
30-93-7210-3501	RM Vehicles	1,300.00	0.00	0.00	1,300.00	0.00	1,300.00	100.00
30-93-7210-3502	Install Load Mgt Switches	45,000.00	5,192.68	5,234.51	39,765.49	9,921.49	29,844.00	66.32
30-93-7210-4400	Contract Services	68,800.00	2,737.37	8,358.56	60,441.44	60,436.65	4.79	0.01
30-93-7210-4500	Insurance & Bonding	11,700.00	0.00	7,754.08	3,945.92	0.00	3,945.92	33.73
30-93-7210-4800	Billing Contract	216,703.20	0.00	42,557.74	174,145.46	0.00	174,145.46	80.36
30-93-7210-4900	Operations & Maintenance BEMC	586,100.10	48,836.79	147,391.62	438,708.48	439,531.11	-822.63	-0.14
30-93-7210-5400	Capital Outlay - Vehicles	7,100.00	558.67	1,676.01	5,423.99	5,028.03	395.96	5.58
30-93-7210-5500	Capital Outlay - Equipment	80,000.00	788.91	1,648.40	78,351.60	8,524.21	69,827.39	87.28
30-93-7210-5800	Capital Outlay -Capital Improv	179,143.06	0.00	0.00	179,143.06	90,739.14	88,403.92	49.35
30-93-7210-5900	Capital Outlay - System	3,490,000.00	13,340.01	24,185.47	3,465,814.53	2,080,585.17	1,385,229.36	39.69
30-93-9990-0000	Depreciation	9,839.00	0.00	0.00	9,839.00	0.00	9,839.00	100.00
93	Electric	11,881,184.69	632,382.68	1,018,941.66	10,862,243.03	6,793,634.40	4,068,608.63	34.24

General Ledger

Expenditures vs Budget with

Encumbrances by Depart



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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
Expense Total		11,881,184.69	632,382.68	1,018,941.66	10,862,243.03	6,793,634.40	4,068,608.63	34.2441
30	Electric Fund	11,881,184.69	632,382.68	1,018,941.66	10,862,243.03	6,793,634.40	4,068,608.63	34.24

General Ledger

Expenditures vs Budget with

Encumbrances by Depart



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 Period 03 - 03
 Fiscal Year 2024

Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
31	Water & Sewer Fund							
91	WaterSewer							
31-91-7130-0000	Full-Time Employees	841,466.00	0.00	95,587.23	745,878.77	0.00	745,878.77	88.64
31-91-7130-0001	Employee Overtime	13,240.00	0.00	2,984.04	10,255.96	0.00	10,255.96	77.46
31-91-7130-0200	Part-Time Employees	135,195.00	0.00	27,511.12	107,683.88	0.00	107,683.88	79.65
31-91-7130-0700	401K Retirement Supplement	42,735.30	0.00	4,727.12	38,008.18	0.00	38,008.18	88.94
31-91-7130-0900	F.I.C.A.	75,727.43	0.00	9,437.89	66,289.54	0.00	66,289.54	87.54
31-91-7130-1000	LGERS Retirement	65,385.01	0.00	12,195.92	53,189.09	0.00	53,189.09	81.35
31-91-7130-1100	HealthLifeDental Insurance	137,854.50	9,882.26	31,800.80	106,053.70	0.00	106,053.70	76.93
31-91-7130-1400	Workers Compensation Insurance	13,053.60	0.00	9,437.95	3,615.65	0.00	3,615.65	27.70
31-91-7130-1800	Professional Fees	16,800.00	0.00	1,166.67	15,633.33	0.00	15,633.33	93.06
31-91-7130-2100	Uniforms & Protective Gear	15,500.00	1,348.43	2,128.43	13,371.57	8,041.96	5,329.61	34.38
31-91-7130-2500	Vehicle Supplies	30,000.00	0.00	5,293.17	24,706.83	3,101.17	21,605.66	72.02
31-91-7130-2600	Departmental Supplies	46,000.00	2,508.94	6,940.87	39,059.13	14,468.15	24,590.98	53.46
31-91-7130-2606	Sewer SuppliesColl System	205,000.00	271.41	11,680.00	193,320.00	46,001.30	147,318.70	71.86
31-91-7130-2700	Water Purchase	1,590,000.00	78,690.75	160,558.33	1,429,441.67	639,441.67	790,000.00	49.69
31-91-7130-3100	Travel & Training	14,000.00	771.00	931.00	13,069.00	658.99	12,410.01	88.64
31-91-7130-3200	Communications	13,200.00	892.80	3,254.83	9,945.17	4,901.14	5,044.03	38.21
31-91-7130-3300	Utilities	54,000.00	3,783.31	8,324.39	45,675.61	4,443.98	41,231.63	76.35
31-91-7130-3500	RM Equipment	19,500.00	81.96	1,004.38	18,495.62	0.00	18,495.62	94.85
31-91-7130-3501	RM Vehicles	22,050.00	87.03	167.03	21,882.97	0.00	21,882.97	99.24
31-91-7130-3506	Sewer System R&M Coll System	690,000.00	4,222.68	9,456.32	680,543.68	52,632.65	627,911.03	91.00
31-91-7130-3900	Other Services	4,500.00	0.00	0.00	4,500.00	0.00	4,500.00	100.00
31-91-7130-3910	Neighbors 4 Neighbors	13,650.00	1,154.00	3,412.00	10,238.00	688.00	9,550.00	69.96
31-91-7130-4400	Contract Services	1,259,655.00	102,996.90	260,168.50	999,486.50	902,293.68	97,192.82	7.72
31-91-7130-4500	Insurance & Bonding	65,000.00	0.00	43,078.21	21,921.79	0.00	21,921.79	33.73
31-91-7130-5400	Capital Outlay - Vehicles	89,000.00	3,018.23	9,054.69	79,945.31	27,164.07	52,781.24	59.30
31-91-7130-5500	Capital Outlay - Equipment	115,000.00	38,850.00	78,050.00	36,950.00	0.00	36,950.00	32.13
31-91-7130-5800	Capital Outlay -Capital Improv	138,500.00	0.00	0.00	138,500.00	0.00	138,500.00	100.00
31-91-7130-5900	Capital Outlay - System	358,000.00	0.00	81,548.00	276,452.00	180,025.00	96,427.00	26.93
31-91-7130-7100	Bond Retirement	766,000.00	0.00	28,171.62	737,828.38	0.00	737,828.38	96.32
31-91-7130-9700	Contingency	750,988.00	0.00	0.00	750,988.00	0.00	750,988.00	100.00
31-91-9990-0000	Depreciation	400,000.00	0.00	0.00	400,000.00	0.00	400,000.00	100.00
91	WaterSewer	8,000,999.84	248,559.70	908,070.51	7,092,929.33	1,883,861.76	5,209,067.57	65.11

General Ledger

Expenditures vs Budget with

Encumbrances by Depart



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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
Expense Total		8,000,999.84	248,559.70	908,070.51	7,092,929.33	1,883,861.76	5,209,067.57	65.1052
31	Water & Sewer Fund	8,000,999.84	248,559.70	908,070.51	7,092,929.33	1,883,861.76	5,209,067.57	65.11

General Ledger

Expenditures vs Budget with

Encumbrances by Depart



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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
32	System Development Fee Fund							
92	DEPT							
32-92-7135-9600	Sewer Development Fee Transfer	700,000.00	0.00	0.00	700,000.00	0.00	700,000.00	100.00
32-92-7135-9700	Water Development Fee Transfer	100,000.00	0.00	0.00	100,000.00	0.00	100,000.00	100.00
92	DEPT	800,000.00	0.00	0.00	800,000.00	0.00	800,000.00	100.00

General Ledger

Expenditures vs Budget with

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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
Expense Total		800,000.00	0.00	0.00	800,000.00	0.00	800,000.00	100
32	System Development Fee Fund	800,000.00	0.00	0.00	800,000.00	0.00	800,000.00	100.00

General Ledger

Expenditures vs Budget with

Encumbrances by Depart



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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
42	Part F Grant. Capital Projects							
42	DEPT							
42-42-8111-5800	Capital Outlay -Capital Improv	529,287.00	0.00	44,862.48	484,424.52	5,167.00	479,257.52	90.55
42	DEPT	529,287.00	0.00	44,862.48	484,424.52	5,167.00	479,257.52	90.55

General Ledger

Expenditures vs Budget with

Encumbrances by Depart



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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
Expense Total		529,287.00	0.00	44,862.48	484,424.52	5,167.00	479,257.52	90.5478
42	Part F Grant. Capital Projects	529,287.00	0.00	44,862.48	484,424.52	5,167.00	479,257.52	90.55

General Ledger

Expenditures vs Budget with

Encumbrances by Depart



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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
51	2.8 m NCDEQ Project							
51	DEPT							
51-51-8111-4400	Contract Services	0.00	0.00	5,052.52	-5,052.52	0.00	-5,052.52	0.00
51	DEPT	0.00	0.00	5,052.52	-5,052.52	0.00	-5,052.52	0.00

General Ledger

Expenditures vs Budget with

Encumbrances by Depart



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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
Expense Total		0.00	0.00	5,052.52	-5,052.52	0.00	-5,052.52	0
51	2.8 m NCDEQ Project	0.00	0.00	5,052.52	-5,052.52	0.00	-5,052.52	0.00

General Ledger

Expenditures vs Budget with

Encumbrances by Depart



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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
60	Waterfront Stabilization Fund							
60	DEPT							
60-60-8111-5800	Capital Outlay -Capital Improv	5,000,000.00	0.00	0.00	5,000,000.00	0.00	5,000,000.00	100.00
60	DEPT	5,000,000.00	0.00	0.00	5,000,000.00	0.00	5,000,000.00	100.00

General Ledger

Expenditures vs Budget with

Encumbrances by Depart



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Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
Expense Total		5,000,000.00	0.00	0.00	5,000,000.00	0.00	5,000,000.00	100
60	Waterfront Stabilization Fund	5,000,000.00	0.00	0.00	5,000,000.00	0.00	5,000,000.00	100.00

General Ledger

Expenditures vs Budget with

Encumbrances by Depart

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 Period 03 - 03
 Fiscal Year 2024



Department	Description	Annual Budget	Period Amt	Yr to Date	Variance	Encumbered POs	Available	% Available
Expense Total		40,687,553.22	1,294,056.88	4,218,919.02	36,468,634.20	9,775,553.32	26,693,080.88	65.605

SEPTEMBER 2023 MONTHLY SUMMARY



Divisions of the Fire Department

Fire Division Calls for Service

Totals

Structural: 24 Vehicle: 4 MV Crash: 23

Woods/Brush: 6 Gas Spill/Leak: 7 Trash: 5

Water Rescue: 6 Electric: 10 Good Intent: 10

Mutual Aid: 2 Medical/CPR: 17 Other: 0

114

EMS Division Calls for Service

EMS Calls: 206 E- Transports: 83 NE- Transports: 16

222

Fire Prevention & Inspections

Permits: 9 Inspections: 38 Batteries: 22

Plan Reviews: 5 Smoke Alarm Installs: 19

Car Seats: 24 CPR Classes: 8 Tours: 68

193

Total Number of Fire Department Actions: 529

UPCOMING PROJECTS, GOALS, & EVENTS

Fire Prevention Week will be October 8-14, and we are planning many activities to educate our citizens on fire and life safety measures. There are over 20 programs planned. Dinner with a firefighter is planned for the month of October, also we are collecting candy donations for our annual Super Hero's Trunk or Treat. The event is planned for Halloween at 5pm in front of fire headquarters. The paramedic program is moving forward, all the new employees have been hired and are in training. The extrication equipment has been secured through a state grant in the NC State budget. The Annual Awards banquet is Saturday, December 2 and the Christmas Parade is Friday, Dec 8.

ORGANIZATION NAME

Address Line 1
Address Line 2
Address Line 3
Address Line 4

Tel: 555 555 5555

Mobile: 555-555-5555

Fax: 555 555 5555

E-mail: someone@example.com



Tag line goes here.

We're on the Web!
example.microsoft.com



Caption describing picture or graphic.

Mailing Address Line 1

Mailing Address Line 2

Mailing Address Line 3

Mailing Address Line 4

Mailing Address Line 5

BACK PAGE STORY HEADLINE

This story can fit 175-225 words.

If your newsletter is folded and mailed, this story will appear on the back. So, it's a good idea to make it easy to read at a glance.

A question and answer session is a good way to quickly capture the attention of readers. You can either compile questions that you've received since the last edition or you can summarize some generic questions that are frequently asked about your organization.

A listing of names and titles of managers in your organization is a good way to give your newsletter a personal touch. If your organization is small, you may want to list the names of all employees.

If you have any prices of standard products or services, you can include a listing of those

here. You may want to refer your readers to any other forms of communication that you've created for your organization.

You can also use this space to remind readers to mark their calendars for a regular event, such as a breakfast meeting for vendors every third Tuesday of the month, or a biannual charity auction.

If space is available, this is a good place to insert a clip art image or some other graphic.