



**TOWN OF SOUTHERN SHORES
TOWN COUNCIL REGULAR MEETING**

5375 N. Virginia Dare Trail, Southern Shores, NC 27949

Phone 252-261-2394 / Fax 252-255-0876

www.southernshores-nc.gov

PITTS CENTER

Tuesday, November 14, 2023 at 5:30 PM

AGENDA

Call Meeting to Order

Pledge of Allegiance

Moment of Silence

Amendments to / Approval of Agenda

Consent Agenda

1. Minutes Approval-Regular Mtg. 8/1, 9/5, 10/3 & Closed Session Bundle-emailed
- [2.](#) Resolution 2023.11.01 Closed Session Minute Consideration
- [3.](#) Resolution- Electronic Transfers Usage
- [4.](#) Budget Amendments #19 & #20

Presentations

Staff Reports

5. Deputy Town Manager / Planning Director
 - Police Chief
 - Fire Chief
 - Town Manager
 - Financial Quarterly Report
 - Town Projects Update
 - Town Attorney
6. Update on Lawsuit With All Dare County Municipalities In Opposition To Section 24.8 (A.K.A. "Dare County Affordable Housing" Provision) Of The Appropriations Bill Of 2023 Recently Passed By The General Assembly.

General Public Comment (Limit: 3 minutes per speaker.)

Old Business

New Business

- [7.](#) Consideration of Police Recruit Position

General Public Comment (Limit: 3 minutes per speaker.)

Council Business

Adjourn



Town of Southern Shores

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Resolution #2023-11-01

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHERN SHORES, NORTH CAROLINA RELEASING CERTAIN CLOSED SESSION MINUTES

WHEREAS, the Town Council of the Town of Southern Shores is required by the North Carolina General Statutes to keep a general account and minutes of its closed sessions; and

WHEREAS, the Town Council of the Town of Southern Shores has sealed all its closed session minutes and the same may only be unsealed when the purpose for the closed session will no longer be frustrated by their release;

NOW, THEREFORE BE IT RESOLVED, the Town Council hereby takes the following action regarding the release of certain closed session minutes:

MINUTES TO BE RELEASED
August 29, 2023
August 1, 2023
July 11, 2023
June 20, 2023 Session 1
June 6, 2023
April 4, 2023
March 21, 2023 Session 2
March 7, 2023 Session 3
March 7, 2023 Session 1
February 21, 2023 Session 1
February 7, 2023 Session 2
February 7, 2023 Session 1
December 6, 2022 Session 2
December 6, 2022 Session 1
November 1, 2022
August 2, 2022
April 14, 2022

Any closed session minutes released by this resolution are done so pursuant to the North Carolina Public Records Act and the North Carolina Open Meetings Law. Such a disclosure shall not be deemed to be a waiver of the Town’s attorney-client privilege regarding any information contained therein.

The Town Clerk, in consultation with the Town Attorney, or the Town Attorney may redact any information contained in the draft or approved minutes released by this resolution and noted as being subject to redaction to the extent necessary to protect closed session discussions for which the purpose of the closed session would be frustrated by their release.

Adopted this 14th day of November 2023.

A. Elizabeth Morey, Mayor

Attest:

Sheila Kane, Town Clerk



RESOLUTION AUTHORIZING THE TOWN OF SOUTHERN SHORES TO ENGAGE IN ELECTRONIC PAYMENTS AS DEFINED BY NCGS 159-28 OR NCGS 115C-441

WHEREAS, it is the desire of the Town Council that the Town of Southern Shores is authorized to engage in electronic payments as defined by NCGS 159-28 or NCGS 115C-441; and

WHEREAS, it is the responsibility of the Finance Officer to adopt a written policy outlining procedures for pre-auditing obligations that will be incurred by electronic payments as required by NC Administrative Code 20 NCAC 03 .0409; and

WHEREAS, it is the responsibility of the Finance Officer to adopt a written policy outlining procedures for disbursing public funds by electronic transaction as required by NC Administrative Code 20 NCAC 03 .0410;

NOW, THEREFORE, BE IT RESOLVED, that the Southern Shores Town Council:

Section 1. Authorizes the Town of Southern Shores to engage in electronic payments as defined by NCGS 159-28 or NCGS 115C-441;

Section 2. Authorizes the Finance Officer to adopt a written policy outlining procedures for pre-auditing obligations that will be incurred by electronic payments as required by NC Administrative Code 20 NCAC 03 .0409;

Section 3. Authorizes the Finance Officer to adopt a written policy outlining procedures for disbursing public funds by electronic transaction as required by NC Administrative Code 20 NCAC 03 .0410;

Section 4. This resolution shall take effect immediately upon passage.

This 14th day of November 2023.

SEAL

A. Elizabeth Morey
Mayor

ATTEST:

Sheila Kane
Town Clerk

**Town of Southern Shores
Budget Amendment Number #19**

Capital Project Fund

Increases			Decreases		
<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
55-40-39909	<p align="center">Revenues</p> Unassigned Fund Balance Capital Proj. Fund Beach Nourishment	\$70,559.43			
55-08-59999	<p align="center">Expenditures</p> Transfer Out to other Funds-	\$70,559.43			
	TOTAL			TOTAL	\$ -

Explanation: To move money from the Capital Project Fund used for beach nourishment to the Capital Reserve Fund for beach nourishment.

Recommended By:

Approved By: Town Council

Cliff Ogburn, Town Manager

Elizabeth Morey, Mayor

Date



Agenda Item Summary Sheet

Date: 11/14/23

Item #: 8

Item Title: **Addition of "Police Recruit" Job classification & pay grade.**

Item Summary: To fill at least one of our three current vacancies, I have for some time contemplated the possibility of hiring a qualified non-certified non-sworn individual and putting this person through the NC Basic Law Enforcement Training (BLET) Academy. I have had some reservations, such as, if the Recruit decides at some point while in the academy that he/or/she does not want to continue on for whatever reason, or if the recruit becomes injured or doesn't pass the NC BLET State exam, I didn't want the town to be placed in a situation where we would have to either retain this person or if they quit how would we recoup some of our expenses. I contacted our Town Attorney John Leidy for his assistance in helping me develop a new policy, contract and a new classification position 'Recruit' including a new pay grade. I have enclosed a copy of that policy which includes a contract along with a new classification position "Police Recruit" which also includes specific duties and listed pay grade.

Staff Recommendation: I'm confident with the presented policy, contract, and new additional classification position of "Police Recruit" that the town will be better protected. I believe this policy is fair and protects the Recruit as well as the town. It is our goal with your approval to hire and get the recruit into the BLET this January 2024.

Requested Action: Need motion to approve Police Recruit Training/Employment agreement, Motion to approve additional job description, position, classification and pay grade as presented.

Attachments: Copies attached.

POLICE OFFICER RECRUIT

General Statement of Duties and Responsibilities

Complete required documentation, applications, and other requirements of the Town of Southern Shores, College of the Albemarle Basic Law Enforcement Training Academy (COA BLET) and NC Training & Standards, to prepare for, attend and successfully complete the BLET basic academy. Successfully complete a background investigation, psychological exam, medical exams, drug tests, and other documentation necessary to satisfy the requirements of the NC Department of Justice Criminal Justice Education & Training Standards Division and Town of Southern Shores Departmental requirements. Receive NC Training & Standards certification to become a sworn Law Enforcement Officer. Performs other duties that may be assigned by the Chief of Police. as needed.

Distinguishing Features of the Class

An employee in this class is not a sworn Law Enforcement Officer. The employee is referred to as a "Recruit". Their work includes attending and successfully completing NC Basic Law Enforcement Training Academy (BLET). Employee will be expected sign a Police Recruit Agreement, participate and complete all requirements set forth by the College of the Albemarle (COA) Basic Law Enforcement Training academy (BLET), Town of Southern Shores and NC Training & Standards which may include but not be limited to: Physical fitness, adverse weather conditions, physical agility and self-defense training, patrol vehicle operations, firearms training.

Job Classification

Police "Recruit"

Pay Grade # 46 25% below the base starting pay for a fully-qualified Police Officer.

Recruit will be paid a straight hourly rate for a 40-hour work week. The schedule each day may vary but no overtime work is allowed while Recruit is attending the BLET academy.

Upon successful completion of BLET and receiving NC Training & Standards certification. Recruit will become a Sworn Police Officer and pay will increase 25% to the base pay grade **#51** for a starting fully-qualified Police Officer. Recruit will be assigned to 12-hours shifts. Probation will begin on the day Recruit is sworn in. Pay is not retroactive to original date of hire. Upon completion of a probationary period of 12 months, employee will receive a 5% increase, and any other increases that he or she are qualified to receive i.e.; college degrees etc.

Date: ____/____/____.

Recruit Signature

TOWN OF SOUTHERN SHORES POLICE DEPARTMENT
SOUTHERN SHORES, NORTH CAROLINA
TRAINING/EMPLOYMENT AGREEMENT

THIS AGREEMENT

By and Between:

Hereafter called "RECRUIT"

and

TOWN OF SOUTHERN SHORES, a municipality of the State of North Carolina, hereafter called "TOWN"

WHEREAS, TOWN has agreed to employ RECRUIT as a Police Officer and to provide RECRUIT with education and training leading to the possibility of certifications by the State of North Carolina as a law enforcement officer and,

WHEREAS, the cost incurred by TOWN for the education and training of RECRUIT as a Police Officer is a substantial burden to the citizens of TOWN, the benefit of which will be lost and of no value to TOWN if the employment relationship is terminated within a short time after employment begins, and

WHEREAS, RECRUIT, in consideration of employment by TOWN, is willing to reimburse TOWN for costs incurred by TOWN in the education and training of RECRUIT as a Police Officer if employment is terminated as hereafter set forth,

NOW, THEREFORE, it is hereby agreed between the parties in consideration of the mutual promises and obligations set forth, as follows:

1. RECRUIT agrees to undertake the required basic training as set forth below, including, but not limited to, required classroom work and a specified period of field or facility instruction. RECRUIT further agrees to put forth their best effort and to attain a passing grade in all such training, and where applicable, to achieve the minimum standards necessary for certification as a law enforcement officer as promulgated by the North Carolina Criminal Justice Education and Training Standards Commission.
2. RECRUIT further agrees to devote full time to the training and subsequent service, and to perform all assignments and duties in a manner satisfactory to TOWN, in compliance with applicable laws and TOWN'S regulations and operating procedures.

RECRUIT INITIALS

3. TOWN agrees to provide books, uniforms and equipment, where applicable, as determined by TOWN to be necessary to the performance of assigned duties, and further, to make such materials and equipment available to RECRUIT during their training, however in the event RECRUIT **voluntarily resigns** or is **terminated** “for cause” as hereinafter defined from his position with the TOWN as a Police Officer, RECRUIT agrees to return all books, uniforms and equipment issued to RECRUIT by TOWN.
4. TOWN agrees to pay RECRUIT wages during training as provided for RECRUIT’S pay grade and job classification.
5. TOWN and RECRUIT agree that law enforcement training is expensive. RECRUIT understands that TOWN undertakes the responsibility of training RECRUIT only because TOWN expects the service of a fully-trained law enforcement officer for a time period which justifies the training investment.
6. In the Event RECRUIT **voluntarily resigns** or is **terminated for** “unsatisfactory job performance” or for “unacceptable personal conduct” as provided under the TOWN’s Personnel Policy from his position with the TOWN as a Police Officer, RECRUIT agrees to pay to TOWN the following sum of money as liquidated damages to reimburse TOWN for costs incurred by TOWN in the education and training of RECRUIT as a Police Officer as follows:
 - A. If RECRUIT’s employment is terminated “for cause” or if he/she voluntarily resigns within thirty (30) or fewer days from the date that RECRUIT begins attendance as a student in the Basic Law Enforcement Training, RECRUIT shall pay TOWN the sum of one thousand dollars and zero cents (\$1,000.00) and return any books, uniforms, or equipment purchased by TOWN for the RECRUIT.
 - B. If RECRUIT’s employment is terminated “for cause” or if he/she voluntarily resigns more than thirty (30) days but fewer than sixty-one (61) days from the date that RECRUIT begins attendance as a student in the Basic Law Enforcement Training, RECRUIT shall pay TOWN the sum of one thousand five hundred dollars and zero cents (\$1,500.00) and return any books, uniforms, or equipment purchased by TOWN for the RECRUIT.
 - C. If RECRUIT’s employment is terminated “for cause” or if he/she voluntarily resigns more than sixty (60) days but fewer than ninety-one (91) days from the date that RECRUIT begins attendance as a student in the Basic Law Enforcement Training, RECRUIT shall pay TOWN the sum of two thousand five hundred dollars and zero cents (\$2,500.00) and return any books, uniforms, or equipment purchased by TOWN for the RECRUIT.

- D. If RECRUIT's employment is terminated "for cause" or if he/she voluntarily resigns more than ninety (90) days but fewer than one hundred twenty-one (121) days from the date that RECRUIT begins attendance as a student in the Basic Law Enforcement Training, RECRUIT shall pay TOWN the sum of three thousand dollars and zero cents (\$3,000.00) and return any books, uniforms, or equipment purchased by TOWN for the RECRUIT.
- E. If RECRUIT's employment is terminated "for cause" or if he/she voluntarily resigns more than one hundred twenty (120) days but fewer than one thousand ninety-five (1,095) days from the date that RECRUIT begins attendance as a student in the Basic Law Enforcement Training, RECRUIT shall pay TOWN the sum of four thousand five hundred dollars and zero cents (\$4,500.00) and return any books, uniforms, or equipment purchased by TOWN for the RECRUIT.
- F. If RECRUIT's employment is terminated "without cause" or if he/she is unable to satisfy the training agreement due to (i) dismissal from the Basic Law Enforcement Training Program, (ii) unexpected illness, or (iii) any unforeseen circumstance that thereby prohibits the RECRUIT to adequately fulfill the job duties, assignments, and expectations, the TOWN has a right to terminate said agreement; such termination can happen at any time during the Basic Law Enforcement Training course and with no time frame expectation and/or notification being required.

If RECRUIT REMAINS employed with TOWN for more than one thousand ninety-five (1,095) days from the date of hire or if RECRUIT is terminated other than "for cause" as defined herein or resigns due to an inability to perform the essential duties as a police officer, the EMPLOYEE shall have no obligation to pay the TOWN any sum as reimbursement of training and retention expenses.

7. It is specifically agreed that these sums are not penalties for termination and are not intended to reimburse TOWN for any wages paid to RECRUIT, but are rather agreed upon as liquidated damages to compensate TOWN for its unreimbursed expenditures to educate and train RECRUIT. It is agreed that liquidated damages are appropriate, in that expenses for educating and training RECRUIT are difficult to determine with certainty, and that injury to TOWN for premature termination is difficult to quantify. The parties agree that the sums set forth herein bear a reasonable relationship to the actual damages TOWN may suffer under the circumstances for RECRUIT failure to complete at least two full years of employment with TOWN. Liquidated damages are reasonable so that RECRUIT is not unjustly enriched by RECRUIT own breach of this Agreement. This sum does not represent an attempt to recover salary paid nor to prevent RECRUIT from engaging in any employment of his choice.

8. RECRUIT shall not be obligated to pay any sum of money to TOWN pursuant to this Agreement in the event that (a) RECRUIT employment is terminated because of an injury or disease of sufficient seriousness as to prevent completion of the Basic Law Enforcement Training; (b) if, in the judgment of TOWN, RECRUIT has failed to meet the minimum acceptable academic or performance standards required for graduation from the Basic Law Enforcement Training following a good faith effort to do so by RECRUIT; (c) if, in the judgment of TOWN, RECRUIT is incapable of performing essential duties as a police officer; or other duties as assigned by TOWN; or, (d) if employment is terminated by TOWN because of a reduction in force applying to TOWN generally for reasons of fiscal economy. A leave of absence granted to RECRUIT by TOWN for recall to military service or other meritorious reason shall operate to extend the term of this Agreement for a period of time equal to the time granted for such leave of absence.
9. The employment relationship between RECRUIT and TOWN is terminated as contemplated by this Agreement (a) whenever RECRUIT voluntarily elects to terminate the employment relationship or (b) when the RECRUIT is terminated “for cause”. As used in this Agreement “for cause” shall include terminations for RECRUIT’S violation of any Federal or State law or TOWN or Police Department Policy and/or procedure. The final decision of whether termination is “for cause” shall be made by the Chief of Police. Notwithstanding anything stated by this Agreement, the employment relationship between RECRUIT and TOWN is without fixed duration, and is at the will of either party without cause. Termination begins as of the date when a resignation is submitted orally or in writing, or when RECRUIT is suspended with or without pay and such suspension is followed by termination of employment, or whichever occurs first.
10. RECRUIT hereby authorizes TOWN, pursuant to N.C.G.S. § 95-25.8, to withhold any sum of money due and owing under the terms of this Agreement from any one paycheck due to RECRUIT after notification of termination of employment is provided. In accordance with the Federal Wage and Hour Act, TOWN will withhold any amount remaining in excess of the minimum wage for actual hours worked, which will be applied towards the outstanding debt under the terms of this Agreement.
11. This Agreement does not affect any of TOWN’s disciplinary or grievance procedures applicable to Police Officers.
12. RECRUIT agrees that any sum due and owing under this Agreement shall be paid in full not more than thirty (30) days from termination of employment. RECRUIT expressly acknowledges that if he/she fails to make such payment within thirty (30) days, TOWN will collect the debt still owing in the appropriate court of law and that he/she will pay any costs or reasonable attorney’s fees incurred by TOWN in such collection.

13. RECRUIT expressly acknowledges that he or she understands that the advice of an independent attorney with respect to this Agreement may be obtained prior to execution of this Agreement. The parties hereto further agree that this document embodies the whole Agreement between them regarding the subject matter hereof, and that there are no inducements, promises, terms, conditions or obligations made or entered into other than those contained herein.

The parties hereto have signed this Agreement in Dare County, North Carolina this _____ day of _____, 20____.

EMPLOYEE NAME (Please Print)

EMPLOYEE SIGNATURE

ADDRESS OF EMPLOYEE

TOWN, STATE, ZIP of EMPLOYEE

Sworn to and subscribed before me this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

TOWN OF SOUTHERN SHORES

BY: _____
Chief of Police

ATTEST:

Town Clerk

RECRUIT INITIALS