



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, May 03, 2022 at 5:30 PM

AGENDA

Call Meeting to Order

Pledge of Allegiance

Moment of Silence

Amendments to / Approval of Agenda

Consent Agenda

1. Extension of Town Engineer Contract
2. Resolution 2022.05.01 Surplus (PD)
3. Policies for ARP Funds

Presentations

4. Certificate of Appreciation-5 Years of Service, David Bradley

Staff Reports

Deputy Town Manager / Planning Director

- April Permit Report
- Planning Board Report

Police Chief

Fire Chief

Town Manager

- Small Cell Wireless Follow- Up
- Stormwater Project Update
- Chicahawk Sidewalk Relocation Update

Town Attorney

- Mid-Currituck Bridge Update

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

Old Business

New Business

5. Town Manager's Proposed Budget FY 22-23 & Scheduling of Public Hearing
6. Proposed Traffic Mitigation Plan
7. Consideration of Limb/Branch Contract Award
8. Consideration of Contract Award-Southern Shores Street Improvements

9. Public Hearing-ZTA-22-04, a Zoning Text Amendment application submitted by the Town of Southern Shores to amend Town Code Section 36-207, C General Commercial District.

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

Council Business

Adjourn



AGENDA ITEM SUMMARY

MEETING DATE: May 3, 2022

ITEM TITLE: Extension of Town Engineer Contract

ITEM SUMMARY: The contract between the Town and Anlauf Engineering, PLLC expires June 30, 2022. The term of the contract may be renegotiated for each succeeding one-year period thereafter. Either party may nonetheless cancel this contract on thirty (30) days written notice to the other party. The Town may cancel this contract at any time for cause, including but not limited to, the failure of the contractor to satisfactorily perform the services required under the contract. This contract is subject to the availability of funds to purchase the specified services and may be terminated at any time if such funds become unavailable.

STAFF RECOMMENDATION: Staff recommends the contract be extended for an additional one-year period through June 30, 2023. No other changes to the contract are being requested by either party.

REQUESTED ACTION: Approval of the consent agenda authorizing the Town Manager to renew the contract with Anlauf Engineering, PLLC through June 30, 2023.

ATTACHMENT: Current Service Contract between the Town and Anlauf, Engineering, PLLC.

**NORTH CAROLINA
DARE COUNTY
#7610**

**SERVICE CONTRACT
PURCHASE ORDER**

THIS CONTRACT is made and entered into this the 30th day of June, 2020, by and between the TOWN OF SOUTHERN SHORES, a body corporate and politic existing pursuant to the laws of the State of North Carolina, (hereinafter referred to as "the TOWN"), party of the first part, and Anlauf Engineering, PLLC, (hereinafter referred to as "the CONTRACTOR"), party of the second part.

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

The services and/or material to be furnished under this CONTRACT (hereinafter referred to collectively as "SERVICES") and agreed charges are as follows:

The CONTRACTOR shall provide professional engineering, environmental, surveying, construction administration and inspection and other related services upon demand and authorization of the TOWN for infrastructure repair and rebuild projects.

A scope of services, time period for performance of services, limitations on fees and any other special conditions may be established with each work demand order and authorization to proceed issued by the TOWN.

2. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from July 1, 2020 to June 30, 2022 and may be renegotiated with CONTRACTOR for each succeeding one-year period thereafter. Either party may nonetheless cancel this contract on thirty (30) days written notice to the other party by certified mail or personal delivery. The TOWN may cancel this CONTRACT at any time for cause, including, but not limited to, the failure of the CONTRACTOR to satisfactorily perform the SERVICES required under this CONTRACT. This CONTRACT is subject to the availability of funds to purchase the specified SERVICES and may be terminated at any time if such funds become unavailable.

3. PAYMENT TO CONTRACTOR

The TOWN agrees to pay at the rates specified for SERVICES satisfactorily performed in accordance with this CONTRACT. CONTRACTOR's hourly rate schedule for 2020 for CONTRACTOR's SERVICES shall be as set forth in Exhibit A attached to this CONTRACT and incorporated herein as reference. Unless otherwise specified, the CONTRACTOR shall submit an itemized invoice to the TOWN by the end of the month during which SERVICES are performed. Payment will be processed promptly upon receipt and approval by the TOWN of the invoice. On the first anniversary date of this contract and on each subsequent anniversary date thereafter, CONTRACTOR may request an increase in the hourly rate schedule. Increases in the rate schedule must be agreed upon mutually by the TOWN and CONTRACTOR prior to any work being completed under an increased rate.

4. FREEDOM TO EMPLOY

The CONTRACTOR may employ assistants or consultants at its sole expense and discretion as may be necessary to fulfill CONTRACTOR's obligations under this CONTRACT. The CONTRACTOR agrees that anyone to whom it delegates any or all SERVICES called for by this CONTRACT will be competent, qualified and capable of performing the work without any supervision, contact or assistance by the TOWN's employees. Any such assistant or consultant will be employed only by the CONTRACTOR, and will not be an employee of the TOWN.

5. INDEPENDENT CONTRACTOR

Both the TOWN and the CONTRACTOR agree that the CONTRACTOR shall act as an independent CONTRACTOR and shall not represent itself as an agent or employee of the TOWN for any purpose in the performance of the CONTRACTOR'S duties under this CONTRACT. Accordingly, the CONTRACTOR shall be responsible for payment of all Federal, State and local taxes arising out of the CONTRACTOR'S activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

In performing the SERVICES, the CONTRACTOR is acting as an independent CONTRACTOR and shall perform SERVICES in accordance with currently approved methods and practice in the CONTRACTOR'S professional capacity and in accordance with the standards of applicable professional organizations and licensing agencies.

In performing the SERVICES, the CONTRACTOR is acting as an independent contractor and is not an employee, subcontractor, agent, servant, partner nor joint venturer of the TOWN. The CONTRACTOR has the right to use its best judgment and efforts to fulfill the terms and obligations of this CONTRACT. CONTRACTOR further understands and acknowledges the following:

- a. CONTRACTOR will receive no compensation other than as outlined in this CONTRACT and is not subject to nor eligible for any benefits which may be offered by the TOWN to its employees, such as vacation pay, sick leave, insurance coverage or retirement plan participation.
- b. The SERVICES provided in accordance with this CONTRACT are an independent calling or occupation.
- c. The CONTRACTOR is expected to use its own skill, judgment and expertise to fulfill the obligations of this CONTRACT, and is not supervised, directed or controlled by the TOWN as to the means or methods it should employ.
- d. The CONTRACTOR is not required to perform tasks in any particular order or sequence.
- e. The CONTRACTOR needs no training from the TOWN as to how to fulfill its duties and responsibilities.
- f. The CONTRACTOR may determine its own daily schedule and those of its own employees or servants without prior approval of the TOWN.
- g. The CONTRACTOR is not required to devote any particular percentage of its time or resources to perform the SERVICES required hereunder.
- h. The CONTRACTOR shall furnish its own equipment and supplies.

- i. Although the CONTRACTOR may be provided the use of the TOWN's facilities, such use is provided merely to facilitate the CONTRACTOR's coordination with the TOWN's staff and communication with vendors, other contractors engaged on the project, and members of the community.
- j. To the extent the CONTRACTOR must procure or maintain any insurance, license, certification or trade membership, it must do so at its own cost.
- k. This CONTRACT shall not prevent CONTRACTOR from performing other services for other parties. CONTRACTOR may engage in other business endeavors or projects of any kind or nature as long as such activities do not conflict with CONTRACTOR's relationship with the TOWN pursuant to this agreement.

6. OWNERSHIP OF WORK PRODUCT

The TOWN shall retain ownership of all work product developed for or on behalf of the TOWN by the CONTRACTOR, regardless of location, type and format of the work product. All work product will be submitted to the TOWN, or a specified agent or contract consultant of the TOWN, at the TOWN's direction, upon request.

7. INSURANCE AND INDEMNITY

CONTRACTOR shall purchase and maintain reasonable liability insurance coverage, as protection from judgments of any kind, including but not limited to general liability insurance and automobile insurance on all vehicles used by the CONTRACTOR, its employees, agents or sub-contractors in performing SERVICES under this CONTRACT.

The CONTRACTOR shall indemnify and save harmless the TOWN, its agents and employees from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the TOWN or which the TOWN must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from negligent performance of or failure to perform any of the CONTRACTOR's obligations under the terms of this CONTRACT.

The CONTRACTOR shall be fully responsible to the TOWN for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by it, as the CONTRACTOR is for the acts and omissions of persons directly employed by it.

In addition, the CONTRACTOR shall comply with the North Carolina Worker's Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event the CONTRACTOR is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the CONTRACTOR shall carry or cause its employees to carry adequate medical accident insurance to cover any injuries sustained by its employees or agents during the performance of SERVICES. The CONTRACTOR agrees to furnish the TOWN proof of compliance with said Act or adequate medical accident insurance coverage upon request.

The CONTRACTOR upon request by the TOWN shall furnish a Certificate of Insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the

TOWN verifying the existence of any insurance coverage required by the TOWN. The Certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

In the event the CONTRACTOR shall fail at any time to have in force and effect insurance as required by this Section, the CONTRACTOR agrees to indemnify and hold harmless the TOWN for (1) any premium paid by the TOWN to maintain insurance coverage applicable to CONTRACTOR and or its employees or subcontractors, and (2) any workers' compensation benefits paid by the TOWN as a result of the CONTRACTOR's failure to comply with this Section.

8. HEALTH AND SAFETY

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the provision of the SERVICES. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees from the provision of the SERVICES and other persons who may be affected thereby.

9. NON-DISCRIMINATION IN EMPLOYMENT

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this CONTRACT may be canceled, terminated or suspended in whole or in part by the TOWN, and the CONTRACTOR may be declared ineligible for further TOWN contracts.

10. GOVERNING LAW

This CONTRACT shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this CONTRACT shall be brought in the General Court of Justice of the State of North Carolina or in the Federal District Court for the Eastern District of North Carolina.

11. NON WAIVER OF IMMUNITY

Nothing set forth herein is intended nor shall be construed as a waiver of any immunity available to the TOWN, its governing board, officers or employees.

12. OTHER PROVISIONS

This CONTRACT is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto.

13. CONTRACT DOCUMENTS/AMENDMENTS

This document together with the purchase order and any attached exhibits constitutes the entire CONTRACT between the said two parties and supersedes all prior and contemporaneous negotiations, agreements and understandings of either or both parties in connection to the subject

matter of this CONTRACT. The terms of this CONTRACT may only be modified by a written mutual agreement signed by the parties and attached hereto.

14. SIGNATURES

Both the TOWN and the CONTRACTOR agree to the above contractual terms and conditions.

ANLAUF ENGINEERING, PLLC

By: 
Joseph Anlauf, P.E., Owner

WITNESS OR ATTEST BY:

TOWN OF SOUTHERN SHORES

By: 
Cliff Ogburn, Town Manager

ATTEST:


Sheila Kene, Town Clerk



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


Bonnie Swain, Finance Officer

PROPOSED UNIT PRICES

SOQ Requirement

t. Provide a proposed unit price (hourly rate) for design, bidding and contracting, and monitoring and inspecting infrastructure construction projects for the Town of Southern Shores.

Category	Hourly Billing Rate
Civil Engineering	\$75/hr.
Environmental Consulting	\$100/hr.
Construction Inspection	\$75/hr.
Subcontracted Services	Cost + 10%

Reimbursable Expenses	
18"x24" Prints	\$1.50
18"x24" Mylars	\$3.00
24"x36" Prints	\$2.00
36"x42" Prints	\$2.50
11"x17" copies	\$0.20
11"x17" color copies	\$0.50
Letter/Legal copies	\$0.10
Color letter/legal copies	\$0.50

The rates reflected hereon describe the current billing rates for Anlauf Engineering, PLLC and Deel Engineering, PLLC to perform work in the Town of Southern Shores. Anlauf/Deel Engineering, PLLC, reserves the right to adjust pricing annually, with an effective date of July 1st.



Town of Southern Shores Police Department

5375 N. Virginia Dare Trail, Southern Shores, NC 27949
Phone 252-261-3331 / Fax 252-261-4851
infopd@southernshores-nc.gov
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David M. Kole
Chief of Police

April 8, 2022

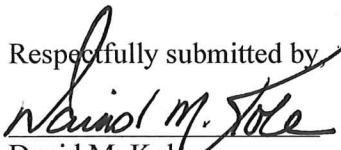
To: Town Manager Cliff Ogburn
From: Chief of Police David M. Kole
Subject: Police Dept. Surplus Property

The following list of police department property is no longer needed and/or usable by the police department. I request that said property be declared surplus in accordance with all General Statutes and Town Ordinances at the May 2022 Council Meeting. The vehicle listed below will be listed on GovDeal.com pending approval.

Description	Make	Model	Year	Condition	Est Value	Ser Vin No#	Mileage
Police Vehicle	Dodge	Charger	2014	Poor	\$1200.00	2C3CDXAT8EH186090	94,854

NOTE Police Vehicles may include emergency equipment (lights, siren, control console, in-car camera, push-bar, cage, rifle rack, etc.) Attempts to sell with equipment 1st, then removal of equipment may be needed.

Respectfully submitted by


David M. Kole



Town of Southern Shores

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

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Item 2.

**A RESOLUTION DECLARING CERTAIN PROPERTY
OF THE TOWN TO BE SURPLUS
AND AUTHORIZING THE DISPOSITION OF SAID PROPERTY
RESOLUTION #2022-05-01**

WHEREAS, the Town Council of the Town of Southern Shores, North Carolina, has determined that the Town owns certain personal property that is no longer needed or usable by the Town; and

WHEREAS, the property is described below:

DEPT	MAKE/MODEL	DISPOSAL
POLICE	2014 DODGE CHARGER VIN# 6090	GOV-DEALS

NOW, THEREFORE, BE IT RESOLVED by the Southern Shores Town Council that the Town Manager or his designee are hereby authorized to dispose of the aforementioned property by any means allowable to include offering for sale at public auction, donation to a nonprofit organization, internet on-line offering, private negotiation and sale, upset bid process, or destruction.

AND BE IT FURTHER RESOLVED that property described in this resolution is surplus as of May 3, 2022.

ATTEST:

A. Elizabeth Morey, Mayor

Sheila Kane, Town Clerk

TOWN OF SOUTHERN SHORES ELIGIBLE PROJECT POLICY FOR THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT OF 2021 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

WHEREAS the Town of Southern Shores (the “Town”) has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (the “ARP/CSLFRF”); and

WHEREAS the US Treasury (the “Treasury”) is responsible for implementing ARP/CSLFRF and has enacted a Final Rule outlining eligible projects; and

WHEREAS ARP/CSLFRF funds may be used for projects within these categories, to the extent authorized by state law:

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

WHEREAS the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Part 200 (the “UG”), as provided in the [Assistance Listing](#); and

WHEREAS the Treasury has issued a [Compliance and Reporting Guidance v.3.0 \(February, 2022\)](#) dictating implementation of the ARP/CSLFRF Award Terms and Compliance Requirements (the “Award Terms”); and

WHEREAS the Compliance and Reporting Guidance states on page 6 that

Per 2 CFR Part 200.303, (the Town) must develop and implement effective internal controls to ensure that funding decisions under the ARP/CSLFRF award constitute eligible uses of funds, and document determinations.

BE IT RESOLVED that the Town hereby adopts and enacts the following Eligibility Determination Policy for ARP/CSLFRF funds.

Eligibility Determination Policy for American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds

This policy defines the permissible and prohibited uses of the ARP/CSLFRF funds. It also outlines the procedures for determining how the Town will spend its ARP/CSLFRF funds.

I. PERMISSIBLE USES OF ARP/CSLFRF FUNDS

US Treasury issued its [Final Rule](#) regarding use of ARP/CSLFRF funds on January 6, 2022. (The Final Rule is effective as of April 1, 2022. Until that date, the Town may proceed under the regulation promulgated by the Treasury in its [Interim Final Rule](#) or the Final Rule.) The Final Rule (and the Interim Final Rule) identify permissible uses of ARP/CSLFRF funds and certain limitations and process requirements. The Town must allocate ARP/CSLFRF funds no later than December 31, 2024 and disburse all funding no later than December 31, 2026. Failure of the Town to expend all funds by December 31, 2026 will result in forfeiture of ARP/CSLFRF funds.

ARP/CSLFRF funds may be used for projects within the following categories of expenditures:

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

II. PROHIBITED USES OF ARP/CSLFRFFUNDING

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

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Note that routine contributions as part of a payroll obligation for an eligible project are allowed);
2. To borrow money or make debt service payments;
3. To replenish rainy day funds or fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding (There is an exception to this prohibition if the settlement or

- judgment requires the Town to provide services to respond to the COVID-19 public health emergency or its negative economic impacts or to provide government services, then the costs of those otherwise ARP/CSLFRF-eligible projects are allowed);
5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
 6. In violation of the conflict-of-interest requirements imposed by the Award Terms and 2 CFR § 200.318(c); and
 7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

The Town, and any of its contractors or subrecipients, may not expend any ARP/CSLFRF funds for these purposes.

III. PROCEDURES FOR PROJECT APPROVAL

The following are procedures for ARP/CSLFRF project approvals. All Town employees and officials must comply with these requirements:

1. Requests for ARP/CSLFRF funding must be made in writing using the eligibility worksheet and include all of the following:
 - a. A brief description of the project;
 - b. An identification of ARP/CSLFRF Expenditure Category (“EC”) (A list of ECs in the Appendix to the [US Treasury Compliance and Reporting Guidance](#));
 - c. The required justifications for applicable projects, according to the requirements in the Final Rule. (Employees or any applicant seeking ARP/CSLFRF funding should review the [Final Rule](#) and [Final Rule Overview](#) prior to submitting a proposal);
 - d. A proposed budget, broken down by cost item, in accordance with the Town’s Allowable Cost Policy; and
 - e. A project implementation plan and estimated implementation timeline (All ARP/CSLFRF funds must be fully obligated by December 31, 2024, and fully expended by December 31, 2026.)
2. Requests for funding must be submitted to the Town Manager for approval. All requests will be reviewed by the Finance Officer for ARP/CSLFRF compliance, allowable costs and other financial review.
3. No ARP/CSLFRF funds may be obligated or expended before final written approval by the Town Manager, and when necessary, a budget amendment approved by Town Council.
4. If a proposal does not meet the required criteria, it will be returned to the requesting party for revision and resubmittal.
5. Following approval, employees responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget. Changes in project budgets must be approved by the Town Manager and reviewed by the Finance Officer and may require a budget amendment before proceeding. Any delay in the

projected project completion date shall be communicated to the Town Manager immediately.

6. The Finance Officer must collect and document required information for each EC, for purposes of completing the required Project and Expenditure reports.
7. The Finance Officer must maintain written project requests and approvals, all supporting documentation, and financial information at least until December 31, 2031.

TOWN OF SOUTHERN SHORES NONDISCRIMINATION POLICY

WHEREAS, the Town of Southern Shores (the “Town”) has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (“ARP/CSLFRF”) established pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (the “ARP/CSLFRF Award”).

WHEREAS, ARP/CSLFRF funds are subject to the U.S. Department of Treasury’s (the “Treasury”) regulations, including the Final Rule, the Award Terms and Conditions, and the Title VII implementing regulations at 31 C.F.R. Part 22.

WHEREAS, pursuant to the ARP/CSLFRF Award Terms and Conditions, and as a condition of receiving ARP/CSLFRF funds, the Town agrees to follow all federal statutes and regulations prohibiting discrimination in its administration of ARP/CSLFRF under the terms and conditions of the ARP/CSLFRF Award, including, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and the Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin within programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving Federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

BE IT RESOLVED, that the governing board of the Town hereby adopts and enacts the following nondiscrimination policy, which shall apply to the operations of any program, activity, or facility that is supported in whole, or in part, by expenditures ARP/CSLFRF funds pursuant to the ARP/CSLFRF Award.

Nondiscrimination Policy Statement

It is the policy of the Town to ensure that no person shall, on the ground of race, color, national origin (including limited English proficiency), familial status (having children under the age of 18), sex (including sexual orientation and gender identity), age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity administered by the Town, including programs or activities that are funded in whole or part, with ARP/CSLFRF funds, which the Town received from the Treasury pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2.

I. Governing Statutory & Regulatory Authorities

As required by the ARP/CSLFRF [Award Terms and Conditions](#), the Town shall ensure that each “activity,” “facility,” or “program”¹ that is funded in whole, or in part, with ARP/CSLFRF funds and administered under the ARP/CSLFRF Award, will be facilitated, operated, or conducted in compliance with the following federal statutes and federal regulations prohibiting discrimination. These include, but are not limited to, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and the Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and the Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age within programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

¹ 22 C.F.R. § 22.3 defines “program” and “activity” as all operations of an entity, including local governments, that receive Federal financial assistance, and the departments, agencies, or special purpose districts of the local governments to which Federal financial assistance is distributed. “Federal financial assistance” includes, among other things, grants and loans of federal funds. “Facility” includes all or any part of structures, equipment, or other real or personal property or interests therein, and the provision of facilities includes the construction, expansion, renovation, remodeling, alteration, or acquisition of facilities.

II. Discriminatory Practices Prohibited in the Administration of the ARP/CSLFRF Award

To ensure compliance with Title VII of the Civil Rights Act of 1964, and Title 31 Code of Federal Regulations, Part 22, the Civil Rights Restoration Act of 1987, and other pertinent nondiscrimination authorities, the Town shall prohibit, at a minimum, the following practices in its administration of ARP/CSLFRF funds pursuant to the ARP/CSLFRF Award:

1. Denying to a person any service, financial aid, or other program benefit without good cause;
2. Providing to a person any service, financial aid, or another benefit which is different in quantity or quality, or is provided in a different manner, from that provided to others under the program;
3. Subjecting a person to segregation or separate treatment in any matter related to the receipt of any service, financial aid, or other benefit under the program;
4. Restricting a person in the enjoyment of any advantages, privileges, or other benefits enjoyed by others receiving any service, financial aid, or other benefit under the program;
5. Treating a person differently from others in determining whether that person satisfies any admission, enrollment, quota, eligibility, membership, or other requirement or condition which persons must meet to be provided any service, financial aid, or other benefit provided under the program;
6. Implementing different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual, or other integral activities to the program;
7. Adopting methods of administration which, directly or through contractual relationships, would defeat or substantially impair the accomplishment of effective nondiscrimination;
8. Selecting a site or location of facilities with the purpose or effect of excluding persons from, denying them the benefits of, subjecting them to discrimination, or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of Title VI or related acts and regulations;
9. Discriminating against any person, either directly or through a contractual agreement, in any employment resulting from the program, a primary objective of which is to provide employment; and
10. Committing acts of intimidation or retaliation, including threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because an individual made a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing.

III. Reporting & Enforcement

1. The Town shall cooperate in any enforcement or compliance review activities by the Treasury. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Town shall comply with information requests, on-site compliance reviews, and reporting requirements.
2. The Town shall maintain a complaint log and inform the Treasury of any complaints of discrimination on the grounds of race, color, or national origin (including limited English proficiency) covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, whether pending or completed, including the outcome. The Town shall inform the Treasury if it has received no complaints under Title VI.
3. Any person who believes they have been aggrieved by a discriminatory practice under Title VI has a right to file a formal complaint with the Treasury. Any such complaint must be in writing and filed with the Treasury's Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence.
4. Any person who believes that because of that person's race, color, national origin, limited English proficiency, familial status, sex, age, religion, or disability that he/she/they have been discriminated against or unfairly treated by the Town in violation of this policy should contact the following office within 180 days from the date of the alleged discriminatory occurrence:

Cliff Ogburn, Town Manager
 5375 N. Virginia Dare Trail
 Southern Shores, NC 27949
 P: 252-261-2394

TOWN OF SOUTHERN SHORES POLICY FOR ALLOWABLE COSTS AND COST PRINCIPLES FOR EXPENDITURE OF AMERICAN RESCUE PLAN ACT CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

WHEREAS the Town of Southern Shores (“the Town”), has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (the “ARP/CSLFRF”); and

WHEREAS the ARP/CSLFRF funds may be used for projects within these categories, to the extent authorized by state law.

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

WHEREAS the ARP/CSLFRF funds are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Sect. 200 (the “UG”), as provided in the [Assistance Listing](#); and

WHEREAS the [Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds](#) provides, in relevant part:

Allowable Costs/Cost Principles. As outlined in the UG at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. Recipients must implement robust internal controls and effective monitoring to ensure compliance with the Cost Principles, which are important for building trust and accountability.

ARP/CSLFRF funds may be, but are not required to be, used along with other funding sources for a given project. Note that ARP/CSLFRF funds may not be used for a non-

Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.

The Treasury's Interim Final Rule and guidance and the UG outline the types of costs that are allowable, including certain audit costs. For example, per 2 CFR § 200.425, a reasonably proportionate share of the costs of audits required by the Single Audit Act Amendments of 1996 are allowable; however, costs for audits that were not performed in accordance with 2 CFR Part 200, Subpart F are not allowable. Please see 2 CFR Part 200, Subpart E regarding the Cost Principles for more information.

- a. Administrative costs: Recipients may use funds for administering the ARP/CSLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Further, costs must be reasonable and allocable as outlined in 2 CFR § 200.404 and 2 CFR § 200.405. Pursuant to the ARP/CSLFRF Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their ARP/CLFRF award as administrative costs. Direct costs are those that are identified specifically as costs of implementing the ARP/CSLFRF program objectives, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the ARP/CSLFRF award such as the cost of facilities or administrative functions like a director's office. Each category of cost should be treated consistently in like circumstances as direct or indirect, and recipients may not charge the same administrative costs to both direct and indirect cost categories, or to other programs. If a recipient has a current Negotiated Indirect Costs Rate Agreement ("NICRA") established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA. Alternatively, if the recipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR § 200.414(f).
- b. Salaries and Expenses: In general, certain employees' wages, salaries, and covered benefits are an eligible use of ARP/CSLFRF award funds; and

WHEREAS Subpart E of the UG dictates allowable costs and cost principles for expenditure of ARP/CSLFRF funds; and

WHEREAS Subpart E of the UG (specifically, § 200.400) states that:

The application of these cost principles is based on the fundamental premises that:

- (a) The non-Federal entity is responsible for the efficient and effective administration of the Federal award through the application of sound management practices.

- (b) The non-Federal entity assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award.
- (c) The non-Federal entity, in recognition of its own unique combination of staff, facilities, and experience, has the primary responsibility for employing whatever form of sound organization and management techniques may be necessary in order to assure proper and efficient administration of the Federal award.
- (d) The application of these cost principles should require no significant changes in the internal accounting policies and practices of the non-Federal entity. However, the accounting practices of the non-Federal entity must be consistent with these cost principles and support the accumulation of costs as required by the principles, and must provide for adequate documentation to support costs charged to the Federal award.
- (e) In reviewing, negotiating and approving cost allocation plans or indirect cost proposals, the cognizant agency for indirect costs should generally assure that the non-Federal entity is applying these cost accounting principles on a consistent basis during their review and negotiation of indirect cost proposals. Where wide variations exist in the treatment of a given cost item by the non-Federal entity, the reasonableness and equity of such treatments should be fully considered.
- (f) For non-Federal entities that educate and engage students in research, the dual role of students as both trainees and employees (including pre- and post-doctoral staff) contributing to the completion of Federal awards for research must be recognized in the application of these principles.
- (g) The non-Federal entity may not earn or keep any profit resulting from Federal financial assistance, unless explicitly authorized by the terms and conditions of the Federal award.

BE IT RESOLVED that the governing board of the Town hereby adopts and enacts the following US Cost Principles Policy for the expenditure of ARP/CSLFRF funds.

ALLOWABLE COSTS AND COSTS PRINCIPLES POLICY OVERVIEW

[Title 2 U.S. Code of Federal Regulations Part 200](#), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance, specifically Subpart E, defines those items of cost that are allowable, and which are unallowable. The tests of allowability under these principles are: (a) the costs must be reasonable; (b) they must be allocable to eligible projects under the ARP/CSLFRF; (c) they must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances; and (d) they must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items. Unallowable items fall into two categories: expenses which are by their nature unallowable (e.g., alcohol), and unallowable activities (e.g., fund raising).

The Town shall adhere to all applicable cost principles governing the use of federal grants. This policy addresses the proper classification of both direct and indirect charges to ARP/CSLFRF-funded projects and enacts procedures to ensure that proposed and actual expenditures are

consistent with the ARP/CSLFRF grant award terms and all applicable federal regulations in the UG.

Responsibility for following these guidelines lies with the Town Manager and the Finance Officer, who are charged with the administration and financial oversight of the ARP/CSLFRF funds. Further, all Town employees and officials who are involved in obligating, administering, expending, or monitoring ARP/CSLFRF grant funded projects should be well versed with the categories of costs that are generally allowable and unallowable. Questions on the allowability of costs should be directed to the Town Manager or Finance Officer. As questions on allowability of certain costs may require interpretation and judgment, Town personnel are encouraged to ask for assistance in making those determinations.

GENERAL COST ALLOWABILITY CRITERIA

All costs expended using ARP/CSLFRF funds must meet the following general criteria:

1. Be necessary and reasonable for the proper and efficient performance and administration of the grant program.

A cost must be *necessary* to achieve a project object. When determining whether a cost is necessary, consideration may be given to:

- Whether the cost is needed for the proper and efficient performance of the grant project;
- Whether the cost is identified in the approved project budget or application;
- Whether the cost aligns with identified needs based on results and findings from a needs assessment; and
- Whether the cost addresses project goals and objectives and is based on program data.

A cost is *reasonable* if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision to incur the cost was made. For example, reasonable means that sound business practices were followed, and purchases were comparable to market prices. When determining reasonableness of a cost, consideration must be given to:

- Whether the cost is a type generally recognized as ordinary and necessary for the operation of the Town or the proper and efficient performance of the federal award;
- The restraints or requirements imposed by factors, such as: sound business practices; arm's-length bargaining; federal, state, and other laws and regulations; and terms and conditions of the ARP/CSLFRF award;
- Market prices for comparable goods or services for the geographic area;

- Whether individuals concerned acted with prudence in the circumstances considering their responsibilities to the Town, its employees, the public at large, and the federal government; and
- Whether the Town significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the ARP/CSLFRF award's cost.

- 2. Be allocable to the ARP/CSLFRF federal award.** A cost is allocable to the ARP/CSLFRF award if the goods or services involved are chargeable or assignable to the ARP/CSLFRF award in accordance with the relative benefit received. This means that the ARP/CSLFRF grant program derived a benefit in proportion to the funds charged to the program. *For example, if 50 percent of a Town officer's salary is paid with grant funds, then the Town must document that the program officer spent at least 50 percent of his/her time on the grant program.*

If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized by the ARP/CSLFRF, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required.

- 3. Be authorized and not prohibited under state or local laws or regulations.**
- 4. Conform to any limitations or exclusions set forth in the principles, federal laws, ARP/CSLFRF award terms, and other governing regulations as to types or amounts of cost items.**
- 5. Be consistent with policies, regulations, and procedures that apply uniformly to both the ARP/CSLFRF federal award and other activities of the Town of Southern Shores.**
- 6. Be accorded consistent treatment.** A cost MAY NOT be assigned to a federal award as a direct cost and also be charged to a federal award as an indirect cost; a cost must be treated consistently for both federal award and non-federal award expenditures.
- 7. Be determined in accordance with generally accepted accounting principles ("GAAP"), unless provided otherwise in the UG.**
- 8. Be net of all applicable credits.** The term "applicable credits" refers to those receipts or reduction of expenditures that operate to offset or reduce expense items allocable to the federal award. Typical examples of such transactions are purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to and received by the Town

related to the federal award, they shall be credited to the ARP/CSLFRF award, either as a cost reduction or a cash refund, as appropriate and consistent with the award terms.

9. Be adequately documented.

SELECTED ITEMS OF COST

The UG examines the allowability of fifty-five (55) specific cost items (commonly referred to as Selected Items of Cost) at 2 CFR § 200.420-.475.

The Town Manager and Finance Officer are responsible for determining cost allowability and must be familiar with the Selected Items of Cost. The Town must follow the applicable regulations when charging these specific expenditures to the ARP/CSLFRF grant. The Finance Officer will check costs against the selected items of cost requirements to ensure the cost is allowable and that all process and documentation requirements are followed. In addition, State laws, Town regulations, and program-specific rules may deem a cost as unallowable; and the Finance Officer must follow those non-federal rules as well.

Exhibit A identifies and summarizes the Selected Items of Cost.

DIRECT AND INDIRECT COSTS

Allowable and allocable costs must be appropriately classified as direct or indirect charges. It is essential that each item of cost be treated consistently in like circumstances either as a direct or an indirect cost.

Direct costs are expenses that are specifically associated with a particular ARP/CSLFRF-eligible project and that can be directly assigned to such activities relatively easily with a high degree of accuracy. Common examples of direct costs include salary and fringe benefits of personnel directly involved in undertaking an eligible project, equipment and supplies for the project, subcontracted service provider, or other materials consumed or expended in the performance of a grant-eligible project.

Indirect costs are (1) costs incurred for a common or joint purpose benefitting more than one ARP/CSLFRF-eligible project, and (2) not readily assignable to the project specifically benefited, without effort disproportionate to the results achieved. They are expenses that benefit more than one project or even more than one federal grant. Common examples of indirect costs include utilities, local telephone charges, shared office supplies, administrative or secretarial salaries.

For indirect costs, the Town may charge a 10 percent de minimis rate of modified total direct costs ("MTDC"). According to UG Section 200.68, MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance the subawards under the award). MTDC EXCLUDES equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.

SPECIAL PROVISIONS FOR STATE AND LOCAL GOVERNMENTS

There are some special provisions of the UG that apply only to states, local governments, and Indian Tribes.

§ 200.444 General costs of government.

(a) For states, local governments, and Indian Tribes, the general costs of government are unallowable (except as provided in [§ 200.475](#)). Unallowable costs include:

- (1) Salaries and expenses of the Office of the Governor of a [state](#) or the chief executive of a [local government](#) or the chief executive of an [Indian tribe](#);
- (2) Salaries and other expenses of a [state](#) legislature, tribal council, or similar local governmental body, such as a county supervisor, city council, school board, etc., whether incurred for purposes of legislation or executive direction;
- (3) Costs of the judicial branch of a government;
- (4) Costs of prosecutorial activities unless treated as a direct cost to a specific program if authorized by statute or regulation (however, this does not preclude the allowability of other legal activities of the Attorney General as described in [§ 200.435](#)); and
- (5) Costs of other general types of government services normally provided to the general public, such as fire and police, unless provided for as a direct cost under a program statute or regulation.

(b) For [Indian tribes](#) and Councils of Governments (COGs) (see definition for *Local government* in [§ 200.1](#) of this part), up to 50% of salaries and expenses directly attributable to managing and operating [Federal programs](#) by the chief executive and his or her staff can be included in the indirect cost calculation without documentation.

§ 200.416 COST ALLOCATION PLANS AND INDIRECT COST PROPOSALS.

(a) For states, local governments and Indian tribes, certain services, such as motor pools, computer centers, purchasing, accounting, etc., are provided to operating agencies on a centralized basis. Since Federal awards are performed within the individual operating agencies, there needs to be a process whereby these central service costs can be identified and assigned to benefitted activities on a reasonable and consistent basis. The central service cost allocation plan provides that process.

(b) Individual operating agencies (governmental department or agency), normally charge Federal awards for indirect costs through an indirect cost rate. A separate indirect cost rate(s) proposal for each operating agency is usually necessary to claim indirect costs under Federal awards. Indirect costs include:

- (1) The indirect costs originating in each department or agency of the governmental unit carrying out Federal awards and

(2) The costs of central governmental services distributed through the central service cost allocation plan and not otherwise treated as direct costs.

(c) The requirements for development and submission of cost allocation plans (for central service costs and public assistance programs) and indirect cost rate proposals are contained in appendices V, VI and VII to this part.

§ 200.417 INTERAGENCY SERVICE.

The cost of services provided by one agency to another within the governmental unit may include allowable direct costs of the service plus a pro-rated share of indirect costs. A standard indirect cost allowance equal to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) may be used in lieu of determining the actual indirect costs of the service. These services do not include centralized services included in central service cost allocation plans as described in Appendix V to Part 200.

COST ALLOWABILITY REVIEW PROCESS

PREAPPROVAL COST ALLOWABILITY REVIEW

Before an ARP/CSLFRF-funded project is authorized, the Finance Officer must review the proposed cost items within an estimated project budget to determine whether they are allowable and allocable and whether cost items will be charged as direct or indirect expenses. This review will occur concurrently with the review of project eligibility and *before* obligating or expending any ARP/CSLFRF funds.

Town personnel must submit proposed ARP/CSLFRF projects to the Town Manager and Finance Officer for review. In addition to other required information, all proposed project submissions must delineate estimated costs by cost item. The Finance Officer shall provide a project budget template that will list all potential costs items.

Along with a general review of project eligibility and conformance with other governing board management directives, the Town Manager and Finance Officer must review estimated costs for specific allowable cost requirements, budget parameters, indirect rates, fringe benefit rates, and those activities/costs that require pre-approval by the US Treasury. SEE TOSS ELIGIBLE USE POLICY

If a proposed project includes a request for an unallowable cost, the Finance Officer will return the proposal to the requesting party for review and, if practicable, resubmission with corrected cost items.

- Once a proposed project budget is pre-approved by the Town Manager and Finance Officer, Town personnel responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget.

POST-EXPENDITURE COST ALLOWABILITY REVIEW

Once an expenditure is incurred related to an eligible project, and an invoice or other demand for payment is submitted to the Town, the Town Manager and Finance Officer must perform a second review to ensure that actual expenditures comprise allowable costs.

- All invoices or other demands for payment must include a breakdown by cost item. The cost items should mirror those presented in the proposed budget for the project. If an invoice or other demand for payment does not include a breakdown by cost item, the Finance Officer will return the invoice to the project manager and/or vendor, contractor, or subrecipient for correction.
- The Town Manager and Finance Officer must review the individual cost items listed on the invoice or other demand for payment to determine their allowability and allocability.
- If all cost items are deemed allowable and properly allocable, the Finance Officer must proceed through the Town's normal disbursement process.
- If any cost item is deemed unallowable, the Finance Officer will notify the project management and/or vendor, contractor, or subrecipient that a portion of the invoice or other demand for payment will not be paid with ARP/CSLFRF funds. The Finance Officer may in their discretion, and consistent with this policy, allow an invoice or other demand for payment to be resubmitted with a revised cost allocation. If the Town remains legally obligated by contract or otherwise to pay the disallowed cost item, it must identify other Town funds to cover the disbursement. The Town's governing board must approve any allocation of other funds for this purpose.
- The Finance Officer must retain appropriate documentation of budgeted cost items per project and actual obligations and expenditures of cost items per project.

COST TRANSFERS

Any costs charged to the ARP/CSLFRF federal award that do not meet the allowable cost criteria must be removed from the award account and charged to an account that does not require adherence to federal UG or other applicable guidelines.

Failure to adequately follow this policy and related procedures could result in questioned costs, audit findings, potential repayment of disallowed costs and discontinuance of funding.

EXHIBIT A

Selected Items of Cost	Uniform Guidance General Reference	Allowability
Advertising and public relations costs	2 CFR § 200.421	Allowable with restrictions
Advisory councils	2 CFR § 200.422	Allowable with restrictions
Alcoholic beverages	2 CFR § 200.423	Unallowable
Alumni/ae activities	2 CFR § 200.424	Not specifically addressed
Audit services	2 CFR § 200.425	Allowable with restrictions
Bad debts	2 CFR § 200.426	Unallowable
Bonding costs	2 CFR § 200.427	Allowable with restrictions
Collection of improper payments	2 CFR § 200.428	Allowable
Commencement and convocation costs	2 CFR § 200.429	Not specifically addressed
Compensation – personal services	2 CFR § 200.430	Allowable with restrictions; Special conditions apply (e.g., § 200.430(i)(5))
Compensation – fringe benefits	2 CFR § 200.431	Allowable with restrictions
Conferences	2 CFR § 200.432	Allowable with restrictions
Contingency provisions	2 CFR § 200.433	Unallowable with exceptions
Contributions and donations	2 CFR § 200.434	Unallowable (made by non-federal entity); not reimbursable but value may be used as cost sharing or matching (made to non-federal entity)
Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements	2 CFR § 200.435	Allowable with restrictions

Depreciation	2 CFR § 200.436	Allowable with qualifications
Employee health and welfare costs	2 CFR § 200.437	Allowable with restrictions
Entertainment costs	2 CFR § 200.438	Unallowable with exceptions
Equipment and other capital expenditures	2 CFR § 200.439	Allowability based on specific requirement
Exchange rates	2 CFR § 200.440	Allowable with restrictions
Fines, penalties, damages and other settlements	2 CFR § 200.441	Unallowable with exceptions
Fund raising and investment management costs	2 CFR § 200.442	Unallowable with exceptions
Gains and losses on disposition of depreciable assets	2 CFR § 200.443	Allowable with restrictions
General costs of government	2 CFR § 200.444	Unallowable with exceptions
Goods and services for personal use	2 CFR § 200.445	Unallowable (goods/services); allowable (housing) with restrictions
Idle facilities and idle capacity	2 CFR § 200.446	Idle facilities - unallowable with exceptions; Idle capacity - allowable with restrictions
Insurance and indemnification	2 CFR § 200.447	Allowable with restrictions
Intellectual property	2 CFR § 200.448	Allowable with restrictions
Interest	2 CFR § 200.449	Allowable with restrictions
Lobbying	2 CFR § 200.450	Unallowable
Losses on other awards or contracts	2 CFR § 200.451	Unallowable (however, they are required to be included in the indirect cost rate base for allocation of indirect costs)
Maintenance and repair costs	2 CFR § 200.452	Allowable with restrictions

Materials and supplies costs, including costs of computing devices	2 CFR § 200.453	Allowable with restrictions
Memberships, subscriptions, and professional activity costs	2 CFR § 200.454	Allowable with restrictions; unallowable for lobbying organizations
Organization costs	2 CFR § 200.455	Unallowable except federal prior approval
Participant support costs	2 CFR § 200.456	Allowable with prior approval of the federal awarding agency
Plant and security costs	2 CFR § 200.457	Allowable; capital expenditures are subject to § 200.439
Pre-award costs	2 CFR § 200.458	Allowable if consistent with other allowabilities and with prior approval of the federal awarding agency
Professional services costs	2 CFR § 200.459	Allowable with restrictions
Proposal costs	2 CFR § 200.460	Allowable with restrictions
Publication and printing costs	2 CFR § 200.461	Allowable with restrictions
Rearrangement and reconversion costs	2 CFR § 200.462	Allowable (ordinary and normal)
Recruiting costs	2 CFR § 200.463	Allowable with restrictions
Relocation costs of employees	2 CFR § 200.464	Allowable with restrictions
Rental costs of real property and equipment	2 CFR § 200.465	Allowable with restrictions
Scholarships and student aid costs	2 CFR § 200.466	Not specifically addressed
Selling and marketing costs	2 CFR § 200.467	Unallowable with exceptions
Specialized service facilities	2 CFR § 200.468	Allowable with restrictions
Student activity costs	2 CFR § 200.469	Unallowable unless specifically provided for in the federal award

Taxes (including Value Added Tax)	2 CFR § 200.470	Allowable with restrictions
Termination costs	2 CFR § 200.471	Allowable with restrictions
Training and education costs	2 CFR § 200.472	Allowable for employee development
Transportation costs	2 CFR § 200.473	Allowable with restrictions
Travel costs	2 CFR § 200.474	Allowable with restrictions
Trustees	2 CFR § 200.475	Not specifically addressed

TOWN OF SOUTHERN SHORES CONFLICT OF INTEREST POLICY
APPLICABLE TO CONTRACTS AND SUBAWARDS OF SUPPORTED BY FEDERAL
FINANCIAL ASSISTANCE

I. Scope of Policy

- a. Purpose of Policy. This Conflict of Interest Policy (“*Policy*”) establishes conflict of interest standards that (1) apply when Town of Southern Shores (“*Unit*”)¹ enters into a Contract (as defined in Section II hereof) or makes a Subaward (as defined in Section II hereof), and (2) meet or exceed the requirements of North Carolina law and 2 C.F.R. § 200.318(c).
- b. Application of Policy. This Policy shall apply when the Unit (1) enters into a Contract to be funded, in part or in whole, by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies, or (2) makes any Subaward to be funded by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies. If a federal statute, regulation, or the terms of a financial assistance agreement applicable to a particular form of Federal Financial Assistance conflicts with any provision of this Policy, such federal statute, regulation, or terms of the financial assistance agreement shall govern.

II. Definitions

Capitalized terms used in this Policy shall have the meanings ascribed thereto in this Section II: Any capitalized term used in this Policy but not defined in this Section II shall have the meaning set forth in 2 C.F.R. § 200.1.

- a. “*COI Point of Contact*” means the individual identified in Section III(a) of this Policy.
- b. “*Contract*” means, for the purpose of Federal Financial Assistance, a legal instrument by which the Unit purchases property or services needed to carry out a program or project under a Federal award.
- c. “*Contractor*” means an entity or individual that receives a Contract.
- d. “*Covered Individual*” means a Public Officer, employee, or agent of the Unit.
- e. “*Covered Nonprofit Organization*” means a nonprofit corporation, organization, or association, incorporated or otherwise, that is organized or operating in the State of North Carolina primarily for religious, charitable, scientific, literary, public health and safety, or educational purposes, excluding any board, entity, or other organization created by the State of North Carolina or any political subdivision of the State (including the Unit).
- f. “*Direct Benefit*” means, with respect to a Public Officer or employee of the Unit, or the spouse of any such Public Officer or employee, (i) having a ten percent (10%) ownership interest or other interest in a Contract or Subaward; (ii) deriving any income or commission directly from a Contract or Subaward; or (iii) acquiring property under a Contract or Subaward.

- g. “*Federal Financial Assistance*” means Federal financial assistance that the Unit receives or administers in the form of grants, cooperative agreements, non-cash contributions or donations of property (including donated surplus property), direct appropriations, food commodities, and other Federal financial assistance (except that the term does not include loans, loan guarantees, interest subsidies, or insurance).
- h. “*Governing Board*” means the Town Council of the Unit.
- i. “*Immediate Family Member*” means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
- j. “*Involved in Making or Administering*” means (i) with respect to a Public Official or employee, (a) overseeing the performance of a Contract or Subaward or having authority to make decisions regarding a Contract or Subaward or to interpret a Contract or Subaward, or (b) participating in the development of specifications or terms or in the preparation or award of a Contract or Subaward, (ii) only with respect to a Public Official, being a member of a board, commission, or other body of which the Public Official is a member, taking action on the Contract or Subaward, whether or not the Public Official actually participates in that action.
- k. “*Pass-Through Entity*” means a non-Federal entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- l. “*Public Officer*” means an individual who is elected or appointed to serve or represent the Unit (including, without limitation, any member of the Governing Board), other than an employee or independent contractor of the Unit.
- m. “*Recipient*” means an entity, usually but not limited to a non-Federal entity, that receives a Federal award directly from a Federal awarding agency. The term does not include Subrecipients or individuals that are beneficiaries of the award.
- n. “*Related Party*” means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.
- o. “*Subaward*” means an award provided by a Pass-Through Entity to carry out part of a Federal award received by the Pass-Through Entity. It does not include payments to a contractor or payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

- p. “*Subcontract*” means mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of a Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- q. “*Subcontractor*” means an entity that receives a Subcontract.
- r. “*Subrecipient*” means an entity, usually but not limited to a non-Federal entity, that receives a subaward from a Pass-Through Entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- s. “*Unit*” has the meaning specified in Section I hereof.

III. COI Point of Contact.

- a. Appointment of COI Point of Contact. Bonnie Swain, an employee of the Unit, shall have primary responsibility for managing the disclosure and resolution of potential or actual conflicts of interest arising under this Policy. In the event that Bonnie Swain is unable to serve in such capacity, Cliff Ogburn shall assume responsibility for managing the disclosure and resolution of conflicts of interest arising under this Policy. The individual with responsibility for managing the disclosure and resolution of potential or actual conflicts of interest under this Section III(a) shall be known as the “*COI Point of Contact*”.
- b. Distribution of Policy. The COI Point of Contact shall ensure that each Covered Individual receives a copy of this Policy.

IV. Conflict of Interest Standards in Contracts and Subawards

- a. North Carolina Law. North Carolina law restricts the behavior of Public Officials and employees of the Unit involved in contracting on behalf of the Unit. The Unit shall conduct the selection, award, and administration of Contracts and Subawards in accordance with the prohibitions imposed by the North Carolina General Statutes and restated in this Section IV.
 - i. G.S. § 14-234(a)(1). A Public Officer or employee of the Unit Involved in Making or Administering a Contract or Subaward on behalf of the Unit shall not derive a Direct Benefit from such a Contract or Subaward.
 - ii. G.S. § 14-234(a)(3). No Public Officer or employee of the Unit may solicit or receive any gift, favor, reward, service, or promise of reward, including but not limited to a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a Contract or Subaward by the Unit.
 - iii. G.S. § 14-234.3. If a member of the Governing Board of the Unit serves as a director, officer, or governing board member of a Covered Nonprofit Organization, such member shall not (1) deliberate or vote on a Contract or Subaward between

the Unit and the Covered Nonprofit Corporation, (2) attempt to influence any other person who deliberates or votes on a Contract or Subaward between the Unit and the Covered Nonprofit Corporation, or (3) solicit or receive any gift, favor, reward, service, or promise of future employment, in exchange for recommending or attempting to influence the award of a Contract or Subaward to the Covered Nonprofit Organization.

- iv. G.S. § 14-234.1. A Public Officer or employee of the Unit shall not, in contemplation of official action by the Public Officer or employee, or in reliance on information which was made known to the public official or employee and which has not been made public, (1) acquire a pecuniary interest in any property, transaction, or enterprise or gain any pecuniary benefit which may be affected by such information or other information, or (2) intentionally aid another in violating the provisions of this section.

b. Federal Standards.

- i. Prohibited Conflicts of Interest in Contracting. Without limiting any specific prohibition set forth in Section IV(a), a Covered Individual may not participate in the selection, award, or administration of a Contract or Subaward if such Covered Individual has a real or apparent conflict of interest.

- 1. Real Conflict of Interest. A real conflict of interest shall exist when the Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward. Exhibit A attached hereto provides a non-exhaustive list of examples of (i) financial or other interests in a firm considered for a Contract or Subaward, and (ii) tangible personal benefits from a firm considered for a Contract or Subaward.
- 2. Apparent Conflict of Interest. An apparent conflict of interest shall exist where a real conflict of interest may not exist under Section IV(b)(i)(1), but where a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the appearance that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward.

- ii. Identification and Management of Conflicts of Interest.

- 1. Duty to Disclose and Disclosure Forms

- a. Each Covered Individual expected to be or actually involved in the selection, award, or administration of a Contract or Subaward has an ongoing duty to disclose to the COI Point of Contact potential real or apparent conflicts of interest arising under this Policy.

- b. Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall advise Covered Individuals expected to be involved in the selection, award, or administration of the Contract or Subaward of such duty.
- c. If the value of a proposed Contract or Subaward exceeds \$[250,000], the COI Point of Contact shall collect a Conflict of Interest Disclosure Form contained in Exhibit C (for Contracts) and Exhibit E (for Subawards) from each Covered Individual and file such Conflict of Interest Disclosure Form in records of the Unit

2. Identification Prior to Award of Contract or Subaward.

- a. Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall complete the appropriate Compliance Checklist contained in Exhibit B (for Contracts) and Exhibit D (for Subawards) attached hereto and file such Compliance Checklist in the records of the Unit.

3. Management Prior to Award of Contract or Subaward

- a. If, after completing the Compliance Checklist, the COI Point of Contact identifies a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the COI Point of Contact shall disclose such finding in writing to Town Manager, Cliff Ogburn, and to each member of the Governing Board. If the Governing Board desires to enter into the proposed Contract or Subaward despite the identification by the COI Point of Contact of a potential real or apparent conflict of interest, it may either:
 - i. accept the finding of the COI Point of Contact and direct the COI Point of Contact to obtain authorization to enter into the Contract or Subaward from (a) if Unit is a Recipient of Federal Financial Assistance, the Federal awarding agency with appropriate mitigation measures, or (b) if Unit is a Subrecipient of Federal Financial Assistance, from the Pass-Through Entity that provided a Subaward to Unit; or
 - ii. reject the finding of the COI Point of Contact and enter into the Contract or Subaward. In rejecting any finding of the COI Point of Contact, the Governing Board shall in writing document a justification supporting such rejection.

- b. If the COI Point of Contact does not identify a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the Unit may enter into the Contract or Subaward in accordance with the Unit's purchasing or subaward policy.

4. Identification After Award of Contract or Subaward.

- a. If the COI Point of Contact discovers that a real or apparent conflict of interest has arisen after the Unit has entered into a Contract or Subaward, the COI Point of Contact shall, as soon as possible, disclose such finding to the Town Manager, Cliff Ogburn, and to each member of the Governing Board. Upon discovery of such a real or apparent conflict of interest, the Unit shall cease all payments under the relevant Contract or Subaward until the conflict of interest has been resolved.

5. Management After Award of Contract or Subaward.

- a. Following the receipt of such disclosure of a potential real or apparent conflict of interest pursuant to Section IV(b)(ii)(4), the Governing Board may reject the finding of the COI Point of Contact by documenting in writing a justification supporting such rejection. If the Governing Board fails to reject the finding of the COI Point of Contact within 15 days of receipt, the COI Point of Contact shall:
 - i. if Unit is a Recipient of Federal Financial Assistance funding the Contract or Subaward, disclose the conflict to the Federal awarding agency providing such Federal Financial Assistance in accordance with 2 C.F.R. § 200.112 and/or applicable regulations of the agency, or
 - ii. if Unit is a Subrecipient of Federal Financial Assistance, disclose the conflict to the Pass-Through Entity providing a Subaward to Unit in accordance with 2 C.F.R. § 200.112 and applicable regulations of the Federal awarding agency and the Pass-Through Entity.

V. **Oversight of Subrecipient's Conflict of Interest Standards**

- a. Subrecipients of Unit Must Adopt Conflict of Interest Policy. Prior to the Unit's execution of any Subaward for which the Unit serves as a Pass-Through Entity, the COI Point of Contact shall ensure that the proposed Subrecipient of Federal Financial Assistance has adopted a conflict of interest policy that satisfies the requirements of 2 C.F.R. § 200.318(c)(1), 2 C.F.R. § 200.318(c)(2), and all other applicable federal regulations.

- b. Obligation to Disclose Subrecipient Conflicts of Interest. The COI Point of Contact shall ensure that the legal agreement under which the Unit makes a Subaward to a Subrecipient shall require such Subrecipient to disclose to the COI Point of Contact any potential real or apparent conflicts of interest that the Subrecipient identifies. Upon receipt of such disclosure, the COI Point of Contact shall disclose such information to the Federal awarding agency that funded the Subaward in accordance with that agency's disclosure policy.

VI. Gift Standards

- a. Federal Standard. Subject to the exceptions set forth in Section VI(b), a Covered Individual may not solicit or accept gratuities, favors, or anything of monetary value from a Contractor or a Subcontractor.
- b. Exception. Notwithstanding Section VI(a), a Covered Individual may accept an unsolicited gift from a Contractor or Subcontractor of one or more types specified below if the gift has an aggregate market value of \$20 or less per source per occasion, provided that the aggregate market value of all gifts received by the Covered Individual pursuant to this Section VI(b) does not exceed \$50 in a calendar year:
 - i. honorariums for participating in meetings;
 - ii. advertising items or souvenirs of nominal value; or
 - iii. meals furnished at banquets.
- c. Internal Reporting. A Covered Individual shall report any gift accepted under Section VI(b) to the COI Point of Contact. If required by regulation of a Federal awarding agency, the COI Point of Contact shall report such gifts to the Federal awarding agency or a Pass-Through Entity for which the Unit is a Subrecipient.

VII. Violations of Policy

- a. Disciplinary Actions for Covered Individuals. Any Covered Individual that fails to disclose a real, apparent, or potential real or apparent conflict of interest arising with respect to the Covered Individual or Related Party may be subject to disciplinary action, including, but not limited to, an employee's termination or suspension of employment with or without pay, the consideration or adoption of a resolution of censure of a Public Official by the Governing Board, or termination of an agent's contract with the Unit.
- b. Disciplinary Actions for Contractors and Subcontractors. The Unit shall terminate any Contract with a Contractor or Subcontractor that violates any provision of this Policy.
- c. Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, the Unit shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a

gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant: (i) a member of Congress or a representative of a committee of Congress; (ii) an Inspector General; (iii) the Government Accountability Office; (iv) a Treasury or other federal agency employee responsible for grant oversight or management; (v) an authorized official of the Department of Justice or other law enforcement agency; (vi) a court or grand jury; of (vii) a management official or other employee of the Unit, a Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

Adopted this the [] day of [], [].

EXHIBIT A

Examples

<i>Potential Examples of a “Financial or Other Interest” in a Firm or Organization Considered for a Contract or Subaward</i>	<i>Potential Examples of a “Tangible Personal Benefit” From a Firm or Organization Considered for a Contract or Subaward</i>
<p>Direct or indirect equity interest in a firm or organization considered for a Contract or Subaward, which may include:</p> <ul style="list-style-type: none"> - Stock in a corporation. - Membership interest in a limited liability company. - Partnership interest in a general or limited partnership. - Any right to control the firm or organization’s affairs. For example, a controlling equity interest in an entity that controls or has the right to control a firm considered for a contract. - Option to purchase any equity interest in a firm or organization. 	<p>Opportunity to be employed by the firm considered for a contract, an affiliate of that firm, or any other firm with a relationship with the firm considered for a Contract.</p> <p>A position as a director or officer of the firm or organization, even if uncompensated.</p>
<p>Holder of any debt owed by a firm considered for a Contract or Subaward, which may include:</p> <ul style="list-style-type: none"> - Secured debt (e.g., debt backed by an asset of the firm (like a firm’s building or equipment)) - Unsecured debt (e.g., a promissory note evidencing a promise to repay a loan). <ul style="list-style-type: none"> o Holder of a judgment against the firm. 	<p>A referral of business from a firm considered for a Contract or Subaward.</p>
<p>Supplier or contractor to a firm or organization considered for a Contract or Subaward.</p>	<p>Political or social influence (e.g., a promise of appointment to an local office or position on a public board or private board).</p>

EXHIBIT B

COMPLIANCE CHECKLIST FOR OVERSIGHT OF CONTRACT CONFLICTS OF INTEREST

The Town of Southern Shores (“Unit”) has adopted a Conflict of Interest Policy (“Policy”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates Bonnie Swain as the “COI Point of Contact.” The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Contracts (as defined in Section II) and file the Checklist in the records of the Unit.

Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the value of the proposed Contract exceeds \$[250,000], the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to the Town Manager and to each member of the Governing Board.

Definitions.

1. *Covered Individual.* Each person identified in Section 1 of this Checklist is a “Covered Individual” for purposes of this Compliance Checklist and the Policy.
2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

Step		
1	Identify the proposed Contract, counterparty, and the subject of the Contract.	<u>Name of Contract:</u> <hr/> <u>Name of Counterparty</u> <hr/> <u>Subject of Contract:</u> <hr/>
2	Identify all individuals involved in the selection, award, or administration of the Contract. These individuals are “Covered Individuals”. Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.	
	<u>Public Officials</u>	<u>Employees</u> <u>Agents</u>
3	Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Contract. [If the estimated Contract amount exceeds \$[250,000], ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]	
Any identified interest in Step 3 is a potential “real” conflict of interest.	<u>Public Officials</u>	<u>Employees</u> <u>Agents</u>
4	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Contract. If the estimated Contract amount exceeds \$[250,000], ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.	
Any identified interest in Step 4 is a potential “real” conflict of interest.	<u>Public Officials – Related Party</u>	<u>Employees – Related Party</u> <u>Agents – Related Party</u>

5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the <i>appearance</i> that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract? If yes, explain.		
Any identified interest in Step 5 is a potential “apparent” conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>

COI Point of Contact: _____

Signature of COI Point of Contact: _____

Date of Completion: _____

EXHIBIT C

CONTRACT CONFLICT OF INTEREST DISCLOSURE FORM

FOR OFFICIALS, EMPLOYEES, AND AGENTS

The Town of Southern Shores (“Unit”) has adopted a Conflict of Interest Policy (“Policy”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates Bonnie Swain as the “COI Point of Contact.”

The COI Point of Contact has identified you as an official, employee, or agent of the Unit that may be involved in the selection, award, or administration of the following contract: _____ (the “Contract”). To safeguard the Unit’s expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Contract. Using the Exhibit A to the Policy as a guide, please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

2. Will you receive any tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

3. For purposes of Question 3(a) and 3(b), your “Immediate Family Members” include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

- a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

4. Do you have any other partner with a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

6. Does your current or potential employer (other than the Unit) have a financial or other interest in a firm considered for this Contract or will such current or potential employer receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

7. Benefits to Employers

- a. Does a current or potential employer (other than the Unit) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- b. Will a current or potential employer (other than the Unit) of any of your Immediate Family Members receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

-
- c. Does a current or potential employer (other than the Unit) of any partner of yours have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- d. Will a current or potential employer (other than the Unit) of any partner of yours receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

8. Does any existing situation or relationship create the appearance that you have a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

9. Does any existing situation or relationship create the appearance that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

10. Does any existing situation or relationship create the appearance that your current or potential employer (other than the Unit) has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

11. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any of your Immediate Family Members has a financial or other

interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

12. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any other partner has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

* * * * *

Sign Name: _____

Print Name: _____

Name of Employer _____

Job Title: _____

Date of Completion: _____

* * * * *

EXHIBIT D

COMPLIANCE CHECKLIST FOR SUBAWARD OVERSIGHT

The Town of Southern Shores (“Unit”) has adopted a Conflict of Interest Policy (“Policy”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates Bonnie Swain as the “COI Point of Contact.” The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Subawards (as defined in Section II) and file the Checklist in the records of the Unit.

Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the value of the proposed Subaward exceeds \$[250,000], the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to the Town Manager and to each member of the Governing Board.

Definitions.

1. *Covered Individual.* Each person identified in Section 1 of this Checklist is a “Covered Individual” for purposes of this Compliance Checklist and the Policy.
2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

Step			
1	Identify the proposed Subaward, Subrecipient, and the subject of the Subaward.	<u>Name of Contract:</u> <hr/> <u>Name of Counterparty</u> <hr/> <u>Subject of Subaward:</u> <hr/>	
2	Identify all individuals involved in the selection, award, or administration of the Subaward. These individuals are “Covered Individuals”. Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.		
	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>
3	Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Subaward. [If the estimated Subaward amount exceeds \$[100,000], ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]		
Any identified interest in Step 3 is a potential “real” conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>
4	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Subaward. If the estimated Subaward amount exceeds \$[100,000], ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]		
Any identified interest in Step 4 is a potential “real” conflict of interest.	<u>Public Officials – Related Party</u>	<u>Employees – Related Party</u>	<u>Agents – Related Party</u>

5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the <i>appearance</i> that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Subaward? If yes, explain.		
Any identified interest in Step 5 is a potential “apparent” conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>

COI Point of Contact: _____

Signature of COI Point of Contact: _____

Date of Completion: _____

EXHIBIT E

SUBAWARD CONFLICT OF INTEREST DISCLOSURE FORM

FOR OFFICIALS, EMPLOYEES, AND AGENTS

The Town of Southern Shores (“Unit”) has adopted a Conflict of Interest Policy (“Policy”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates Bonnie Swain as the COI Point of Contact.

The COI Point of Contact has identified you as an official, employee, or agent of the Unit that may be involved in the selection, award, or administration of the following subaward: _____ (the “Subaward”). To safeguard the Unit’s expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Subaward. Using the Exhibit A to the Policy as a guide, please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

2. Will you receive any tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

3. For purposes of Question 3(a) and 3(b), your “Immediate Family Members” include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

- a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

4. Do you have any other partner with a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

6. Does your current or potential employer (other than the Unit) have a financial or other interest in a firm considered for this Subaward or will such current or potential employer receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

7. Benefits to Employers

- a. Does a current or potential employer (other than the Unit) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- b. Will a current or potential employer (other than the Unit) of any of your Immediate Family Members receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

-
- c. Does a current or potential employer (other than the Unit) of any partner of yours have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- d. Will a current or potential employer (other than the Unit) of any partner of yours receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

8. Does any existing situation or relationship create the appearance that you have a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

9. Does any existing situation or relationship create the appearance that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

10. Does any existing situation or relationship create the appearance that your current or potential employer (other than the Unit) has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

11. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any of your Immediate Family Members has a financial or other

interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

12. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any other partner has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

* * * * *

Sign Name: _____

Print Name: _____

Name of Employer _____

Job Title: _____

Date of Completion: _____

* * * * *

TOWN OF SOUTHERN SHORES RECORD RETENTION POLICY: DOCUMENTS CREATED OR MAINTAINED PURSUANT TO THE ARP/CSLFRF AWARD

Retention of Records: The Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (the “ARP/CSLFRF”) [Award Terms and Conditions](#) and the [Compliance and Reporting Guidance](#) set forth the U.S. Department of Treasury’s (the “Treasury”) record retention requirements for the ARP/CSLFRF award.

It is the policy of the Town of Southern Shores (the “Town”) to follow Treasury’s record retention requirements as it expends ARP/CSLFRF funds pursuant to the APR/CSLFRF award. Accordingly, the Town agrees to:

- Retain all financial and programmatic records related to the use and expenditure of ARP/CSLFRF funds pursuant to the ARP/CSLFRF award for a period of five (5) years after all ARP/CLFRF funds have been expended or returned to Treasury, whichever is later;
- Retain records for real property and equipment acquired with ARP/CSLFRF funds for five years after final disposition;
- Ensure that the financial and programmatic records retained sufficiently evidence compliance with section 603(c) of the Social Security Act, the Treasury regulations implementing that section, and guidance issued by Treasury regarding the foregoing;
- Allow the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, the right of right of timely and unrestricted access to any records for the purpose of audits or other investigations; and
- If any litigation, claim, or audit is started before the expiration of the 5-year period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved.

Covered Records: For purposes of this policy, records are information, regardless of physical form or characteristics, that are created, received, or retained that evidence the Town’s expenditure of ARP/CSLFRF funds on eligible projects, programs, or activities pursuant to the ARP/CSLFRF award.

Records that shall be retained pursuant to this policy include, but are not limited to, the following:

- Financial statements and accounting records evidencing expenditures of ARP/CSLFRF funds for eligible projects, programs, or activities;

- Documentation of rational to support a particular expenditure of ARP/CSLFRF funds (e.g., expenditure constitutes a general government service);
- Documentation of administrative costs charged to the ARP/CSLFRF award;
- Procurement documents evidencing the significant history of a procurement, including, at a minimum, the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for contract cost or price;
- Subaward agreements and documentation of subrecipient monitoring;
- Documentation evidencing compliance with the Uniform Guidance property management standards set forth in 2 C.F.R. §§ 200.310-316 and 200.329;
- Personnel and payroll records for full-time and part-time employees compensated with the ARP/CSLFRF, including time and effort reports; and
- Indirect cost rate proposals.

Storage: Town records must be stored in a safe, secure, and accessible manner. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Departmental Responsibilities: Any department or unit of the Town, and its employees, who are responsible for creating or maintaining the covered documents in this policy shall comply with the terms of this policy. Failure to do so may subject the Town to civil and/or criminal liability. Any employee who fails to comply with the record retention requirements set forth herein may be subject to disciplinary sanctions, including suspension or termination.

The Finance Officer is responsible for identifying the documents that the Town must or should retain and arrange for the proper storage and retrieval of records. The Finance Officer shall also ensure that all personnel subject to the terms of this policy are aware of the record retention requirements set forth herein.

Reporting Policy Violations: The Town is committed to enforcing this policy as it applies to all forms of records. Any employee that suspects the terms of this policy have been violated shall report the incident immediately to that employee's supervisor. If an employee is not comfortable bringing the matter up with the supervisor, the employee may bring the matter to the attention of the Town Manager. The Town prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting incidents of inappropriate conduct of any kind, pursuing any record destruction claim, or cooperating in related investigations.

Questions About the Policy: Any questions about this policy should be referred to Bonnie Swain, Finance Officer at 252-261-2394 or bswain@southernshores-nc.gov, who is in charge of administering, enforcing, and updating this policy.



AGENDA ITEM SUMMARY

MEETING DATE: May 3, 2022

ITEM TITLE: Proposed Traffic Mitigation Plan

ITEM SUMMARY: At a public meeting held April 26, 2022, town staff shared potential options and recommendations for implementing traffic mitigation measures to assist with traffic congestion for the coming summer season. Ongoing efforts will continue to advocate for the construction of the mid-Currituck Bridge, marketing to the visitors through property managers, signage and other messaging requesting that traffic stay on US158 and NC12, as well as making adjustments to travel applications. Recommendations presented at the meeting included:

- 1- Closing Hickory Trail at East Dogwood Trail. The road would be open and accessible from the intersection of Hickory Trail and Hillcrest Dr.
- 2- Closing Ocean Blvd at the southern end intersecting with NC 12/Duck Road. The road would be open and accessible from points north.
- 3- Placing barriers blocking one lane of traffic with “local traffic only signs” at several locations.
 - a. Hillcrest and Sea Oats
 - b. Hickory and Wax Myrtle
 - c. Hickory and Sea Oats
 - d. Hickory and Hillcrest
 - e. E Dogwood and Wax Myrtle
 - f. E Dogwood and Sea Oats
 - g. E Dogwood and Hillcrest
 - h. Juniper Trail past Food Lion entrance¹

Other options discussed were closing the road on the west side on NC 12 at Sea Oats, 11th Avenue, Hillcrest Dr and Hickory Trail. Closures or blocking other sections of town streets may also be considered.

If all measure were put into place, staff estimates the cost to be \$19,500 for barriers and signage.

STAFF RECOMMENDATION: Staff recommends the implementation of recommendations 1-3 listed above. Staff also recommends that further consideration and discussion on the other options listed.

REQUESTED ACTION: Staff requests direction from the Town Council as to what measures it would like to see implemented this year.



AGENDA ITEM SUMMARY

MEETING DATE: May 3, 2022

ITEM TITLE: Consideration of Limb/Branch Contract Award

ITEM SUMMARY: The present contract will expire on June 30, 2022. Following issuance of a second request for proposals, proposals were received on April 27, 2022. Three bids were received, however only two were considered responsive.

The Town's Purchasing and Bid Policy reads in part:

Informal Bidding Process

For all purchases, lease-purchases, and contracts above \$29,999.99 and below the state mandated thresholds for formal bidding prescribed by NCGS § 143-129, informal bids must be obtained. Only written informal proposals will be accepted. The purpose of public bidding is to obtain the best value for tax dollars, to provide fairness in contracting and prevent favoritism. Contracts will be awarded to the lowest responsible bidder, taking into consideration quality, performance and time. A Bid Form will be used for this process. Three (3) written proposals will be sought during the bidding process. In cases where available or appropriate vendors are limited, every effort will be made to obtain bids from at least two (2) vendors. In cases where the item or service is available from a single source, this information must be noted on the Bid Form. For any purchase, lease-purchase or contract cost not previously authorized by the Council in an annual budget appropriation, the Town Council must authorize the award of all bids over \$29,999.99.

The Finance Officer will issue a purchase order to the chosen vendor and the Department Head will proceed with the purchase. The Town Manager is authorized to award a contract to the lowest qualified responsible and responsive bidder for Council-authorized capital street improvement projects. As a post-award information item, the bid tally sheet for each awarded contract (for capital street improvement projects) is to be reported to the Council at its next meeting in order that it becomes a part of that meeting's record.

The Town's limb and branch removal service is valued by property owners, and it is heavily utilized. The service is offered year-round and is completed by dividing the Town into four sectors, with each sector being serviced during a specified week each month. Residents are instructed to stack limbs and branches on their property the week prior to their sector being serviced. The contractor providing the service is required to pick up and properly dispose of all brush and woody items found at the edge of the Town rights of way and related materials such as vines and small roots on every Town street in each sector during the specified week each month.

In addition to the requirements of the service, the contract also includes, trimming of Town and highway rights of way and post-storm debris removal and disposal service. The contractor will be

required to participate when requested in post-storm debris cleanup and disposal as needed, which includes removal of limbs, branches and debris from Public Trust beaches and waterways.

STAFF RECOMMENDATION: Staff recommends awarding the contract to Atlantic Tree Experts, LLC (ATX). This recommendation is made after evaluating each of the three received bids for adherence to the Request for Bid Proposals dated April 13, 2022. ATX has been in business on the Outer Banks for thirty-two years and is observed to have the most experience of the three responding bidders. ATX provided six outstanding letters of recommendation. As requested in the RFP, municipal and property management work was preferred. ATX provided six outstanding letters from municipalities and property management companies. The equipment list that was requested in the RFP also clearly indicates that ATX is most qualified and capable to service the contract.

REQUESTED ACTION: Authorize the Town Manager to enter a two year with contract with the option of renewal with ATX Atlantic Tree Experts, LLC.

ATTACHMENTS: Limb and Branch Tab Sheet
Evaluation Matrix

Town of Southern Shores

2022 Limb and Branch Removal service RFP

Bid Opening April 27, 2022

	Bid Amt	Bid Amt	On-call	On-call	On-call	On-call
Name	Lump Sum Year 1	Lump Sum Year 2	Hourly Rate ROW	Hourly Rate Canals	Hourly Rate Beaches	Hourly Rate Unnamed storms
SWD Lawn and Tree Inc	\$120,000.00	\$125,000.00	\$225.00	\$375.00	\$225.00	\$250.00
Albemarle Landscapes and Tree	\$250,000.00	\$275,000.00	\$800.00	\$1,000.00	\$800.00	x
ATX Atlantic Tree Experts LLC	\$158,000.00	\$164,000.00	\$300.00	\$350.00	\$250.00	\$150.00

Bids will be evaluated and contract awarded in accordance with the requirements in the bid package

Recorded by:
David Bradley
Public Works Director

Contractor Name:	SWD Lawn and Tree Inc	Albermarle Landscapes and Tree	ATX Atlantic Tree Experts LLC
1. Bid Proposal Requirements:			
a. The proposal shall be enclosed in a sealed, labeled and addressed envelope and submitted on the provided bid form to the Town.	✓	✓	✓
b. The bid form shall be completed in its entirety.	✓	✗	✓
c. All entries on the bid sheets, including signatures, shall be written in ink.	✓	✓	✓
d. The bid shall be properly executed.	✓	✗	✓
e. The bid shall not contain any unauthorized additions, deletions, provisions or conditions.	✓	✓	✓
2. Qualifications and Experience- documents must be attached to this bid form demonstrating the following:			
a. Ten or more years of local business history.	✓	✗	✓
b. The ability to thoroughly understand permitting language and contract agreements, and the ability to read and understand engineered plans and specifications to ensure that Town projects are executed in strict compliance with all applicable contractual, legal, and regulatory requirements.	✓	✗	✓
c. Experience with climbing and rigging trees.	✓	✗	✓
d. A written plan for legal disposal of limbs and branches, including limbs and branches from beaches and waterways, and including a proposed disposal location.	✓	✗	✓
e. A response time within 24 hours in case of emergency or resident complaints regarding their service.	✓	✗	✓
f. At least three letters of recommendation provided by current references. Recommendations showing evidence of work performed for a municipal, state, federal agency, or property management company are preferred.	✓	✗	✓
g. Whether they currently have any fines, judgments, liens, damage claims, arbitration proceedings or suits involving a municipal government or other client pending or outstanding against the company, or any of its officers, owners or agents acting on behalf of the company. If yes, please explain.	✓	✗	✓
h. Whether their company, or any of its officers, owners or agents acting on behalf of the company, have been cited for any violations to any municipal code of ordinances, or to any state or federal agency regulations or requirements. If yes, please explain.	✓	✗	✓
i. Whether they have previously been awarded a municipal or state contract and later released from the contract for any reason, including failure to complete work. If yes, please explain.	✓	✗	✓
j. Proof of general liability insurance with a minimum limit of \$2,000,000.	✓	✗	✓
k. Proof of Worker's Compensation insurance.	✓	✗	✓
l. A written work plan detailing their ability to provide the services described in the Scope of Work, including a list of equipment and workforce to be used.	✓	✗	✓
m. A list of all equipment including description, year, make, and model that will be used to provide this service.	✓	✗	✓
NOTES:	The list of equipment request in part m. was concerning. The newest piece of equipment listed is from 1999. The oldest piece of equipment listed is from 1983. The letters of recommendation requested in part f. were sufficient, but there were no letters from municipalities. Two of the four letters provided were from property management companies.	Disqualified	Most qualified by the requirements as listed on this page.



AGENDA ITEM SUMMARY

MEETING DATE: May 3, 2022

ITEM TITLE: Consideration of Contract Award for Street Improvements

ITEM SUMMARY: The Town advertised for bids to perform year one of a ten-year Street Capital Improvement on March 16. No bids were received, and the project was readvertised. A bid was received from Fred Smith Company on April 15 for \$916,000.

In addition to the milling and repaving of Soundview Trail, the project includes the repair, patching, and/or rehabilitation of the following streets:

<u>STREET NAME</u>	<u>BEGINNING STREET</u>	<u>END DESCRIPTION</u>
HICKORY TRL	NC 12	DEAD END
HILLCREST DR	SEA OATS TRL	HICKORY TRL
TRINITIE TRL	CHICHAUK TRL	EAGLES NEST LN
HILLCREST DR	HICKORY TRL	E DOGWOOD TRL
S DOGWOOD TRL	GINGUITE TRL	TEAL CT
S DOGWOOD TRL	YAUPON TRL	FAIRWAY DR
S DOGWOOD TRL	FAIRWAY DR	GINGUITE TRL
S DOGWOOD TRL	E DOGWOOD TRL	YAUPON TRL
HAPPY INDIAN LN	HIGH DUNE LOOP	DEAD END
SOUNDVIEW TRL	SEA OATS TRL	NORTH DUNE LOOP
6TH AVE	NC 12	6TH AVE
HIGH DUNE LOOP	SPINDRIFT TRL	SPINDRIFT TRL
4TH AVE	NC 12	4TH AVE
12TH AVE	NC 12	12TH AVE
6TH AVE	DEAD END	DEAD END
7TH AVE	NC 12	7TH AVE
GRAVEY POND LN	DEAD END	DEAD END
TURTLE POND CT	POTESKEET TRL	DEAD END
WOODLAND DR	E DOGWOOD TRL	N WOODLAND DR
MIZZENMAST LN	SEA OATS LN	DEAD END

Full Depth Patching (FDP) is accomplished by removing the existing pavement generally a minimum of 7 feet wide through its "full depth". Depths of 6 to 8 inches are anticipated for use in these CIP options. The existing material is removed utilizing a milling machine for expedited construction and clean "cuts". New asphalt is placed back into the excavation in compacted lifts, reconstructing the pavement. If unstable subgrade conditions are encountered, this can be mitigated by undercutting the excavation and adding additional asphalt, graded aggregate base or open graded stone, dependent on conditions and contract specifications. FDP extends the useful life of the pavement by focusing on rehabilitating isolated structural failures. This treatment is frequently utilized on areas of fatigue cracking and

potholes but may also be effective on rutting and isolated cracking or high intensity transverse cracking. FDP is not intended to rebuild the entire roadway and alternative methods of rehabilitation or reconstruction should be considered once FDP quantities exceed 25 – 50% of the roadway. Mill patching involves a milling machine and milling out 2-2.5 inches of asphalt and replacing it or saw cutting the same area and removing the asphalt with a back hoe to replace it. Surface Patching includes shallower (surface) patching when distresses are present and are located primarily in the near surface (2 inches) of the pavement.

STAFF RECOMMENDATION: Attached you will find the Engineers “Bid Review & Recommendation Letter” for the project. The bid falls within the budgeted amount for street improvements in this year’s budget. Staff recommends award of the bid.

REQUESTED ACTION: A motion to authorize the Town Manager to enter a contract with Fred Smith Company to perform street pavement improvements in an amount not to exceed \$1,053,400, which includes a 15% contingency.

ATTACHMENTS: Memorandum from SEPI Engineering (Bid Review @ Recommendation Letter)
Spreadsheet of street segments receiving work
Project Maps



Date: April 28, 2022

Memorandum To: Cliff Ogburn, Town Manager
Town of Southern Shores

From: Chris Corriher, P. E.
Project Manager

SUBJECT: Bid Review & Recommendation Letter for Project 22PAVE

Dear Mr. Ogburn,

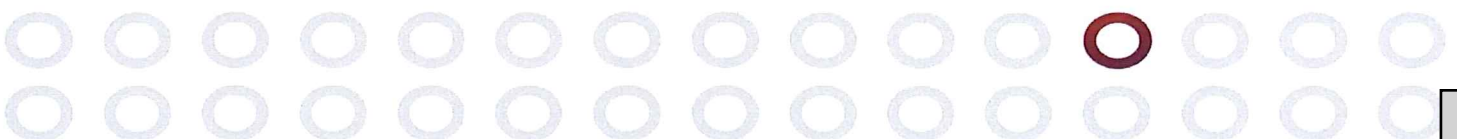
Please find attached a Bid Tabulation for **Project 22PAVE** that was advertised on March 31, 2022 with bids opened on April 15, 2022 at 10:00 a. m. SEPI have reviewed the bid(s) received. We are recommending award of the bid received for the following reasons:

1. The bid received was 8.46% above the Engineer's estimate.
2. When considering recent asphalt price volatility, the amount bid appears to be in line with current market trends.
3. We have investigated and concluded that further revision to the contract such as extension of the contract time or advertising the project later in the year may have negligible if not adverse impact on the bid results due to asphalt price uncertainty.

Although we are recommending award of the contract, SEPI does offer the following options for your information and consideration if needed:

1. Option 1 – Readvertise project with modifications
 - a. Extend contract time from six (6) months to a minimum of one (1) year
 - b. Immediately readvertise project, but extend completion date to June 30, 2023.
2. Option 2 – Separate the patching & paving line items and procure as follows
 - a. Advertise a contract with patching line items only
 - b. Advertise a contract with milling and resurfacing line items only
3. Option 3 – Pursue a collaboration with NCDOT to accomplish work
 - a. Work with NCDOT to secure a supplemental agreement with NCDOT to perform work as a part of their recently awarded contract(s) in your region. This can be all line items or just the mill and overlay line items
 - b. NCDOT, typically has on-call patching contracts. If more desirable, patching line items may be best achieved under this type contracting mechanism.

Please contact me at your convenience if you have questions regarding our award recommendation or to discuss any of the options.



BID TABULATION

PROJECT NUMBER: 22PAVE
COUNTY: DARE
DESCRIPTION: STREET IMPROVEMENT PROJECT
DATE OF ADVERTISEMENT: March 31, 2022
BID OPENING: April 15, 2022 AT 10:00 a. m.

Item #	Item	Qty	Unit	Engineer's Estimate		Fred Smith	
				Unit Cost	Line Item Total	Unit Cost	Line Item Total
1	Mobilization	1	LS	\$75,000.00	\$75,000.00	\$67,500.00	\$67,500.00
2	Lump Sum Traffic Control**	1	LS	\$100,000.00	\$100,000.00	\$64,525.00	\$64,525.00
3	Undercut Excavation	50	CY	\$100.00	\$5,000.00	\$125.00	\$6,250.00
4	Select Granular Material	50	CY	\$125.00	\$6,250.00	\$175.00	\$8,750.00
5	Geotextile for Soil Stabilization	200	SY	\$8.00	\$1,600.00	\$10.00	\$2,000.00
6	Liquid Asphalt for Plant Mix	95	TON	\$670.00	\$63,650.00	\$675.00	\$64,125.00
7	Patching Existing Asphalt – Mill Patching with 2" – 3" I19.0B	400	TON	\$385.00	\$154,000.00	\$450.00	\$180,000.00
8	Patching Existing Asphalt – Full Depth Patching with 4"-6" B25.0C	670	TON	\$385.00	\$257,950.00	\$450.00	\$301,500.00
9	Asphalt Surface Course - I9.5B – 1.5" - 2" depth	740	TON	\$175.00	\$129,500.00	\$200.00	\$148,000.00
11	Milling Asphalt Pavement (2" to 2.5" depth)	4050	SY	\$10.00	\$40,500.00	\$14.00	\$56,700.00
12	Adjustment of Manholes	2	EA	\$350.00	\$700.00	\$175.00	\$350.00
13	Adjustment of Meter Boxes or Valve Boxes	2	EA	\$200.00	\$400.00	\$150.00	\$300.00
14	Incidental Stone Base (ABC)	100	TON	\$100.00	\$10,000.00	\$160.00	\$16,000.00
	TOTAL				\$844,550.00		\$916,000.00

rev 4.26.22

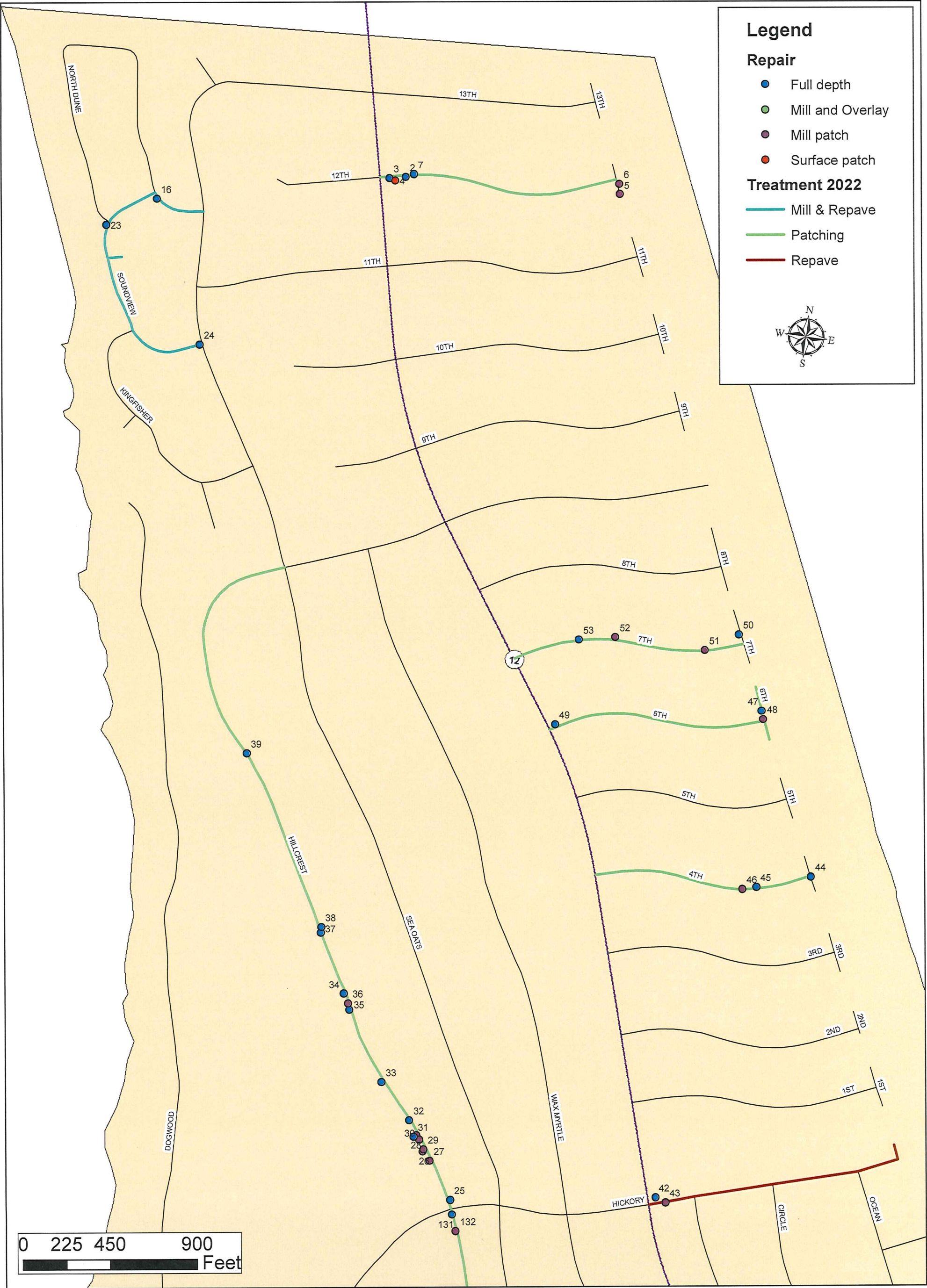
Object Id	RoadName	Repair Type	Length	Width	Area SY	Full Depth Patch	Mill Patch Tons	Notes
2	12th Ave	Full depth	30	6	20.0	4.4	0	Root issue
3	12th Ave	Full depth	37	29	119.2	26.2	0	Repair intersection
4	12th Ave	Mill patch	37	20	82.2	0.0	4.5	
5	12th Ave T	Mill patch	51	2	11.3	0.0	1.6	Edge patch
6	12th Ave T	Mill patch	18	7	14.0	0.0	1.9	Across road
7	12th Ave	Full depth	12	4	5.3	1.5	0	Roots
16	Sound view	Full depth	12	3	4.0	1.1	0	Radius repair
23	Sound view	Full depth	60	30	200.0	55.0	0	Intersection repair
24	Sound view	Full depth	28	10	31.1	8.6	0	Radius repair
25	Hillcrest Dr	Full depth	25	6	16.7	4.6	0	Edge cracking
26	Hillcrest	Mill patch	20	3	6.7	0.0	1	Crack repair
27	Hillcrest	Mill patch	50	20	111.1	0.0	15.3	Patch entire road
28	Hillcrest	Mill patch	20	4	8.9	0.0	1.2	Crack repair
29	Hillcrest	Mill patch	28	6	18.7	0.0	2.6	
30	Hillcrest	Mill patch	70	8	62.2	0.0	8.6	
31	Hillcrest	Full depth	80	6	53.3	14.7	0	Edge cracking
32	Hillcrest	Full depth	100	6	66.7	18.3	0	Patch in middle road
33	Hillcrest	Full depth	100	18	200.0	55.0	0	Repair entire road
34	Hillcrest	Full depth	80	6	53.3	14.7	0	Repair road center
35	Hillcrest	Full depth	15	4	6.7	1.8	0	
36	Hillcrest	Mill patch	40	6	26.7	0.0	3.7	
37	Hillcrest	Full depth	80	6	53.3	14.7	0	Center road
38	Hillcrest	Full depth	55	6	36.7	10.1	0	Repair patch
39	Hillcrest	Full depth	60	6	40.0	11.0	0	Center road
42	Hickory	Full depth	15	12	20.0	5.5	0	Patching at intersection Hwy 12
43	Hickory	Mill patch	45	20	100.0	0.0	13.8	Patch at intersection
44	4th	Full depth	12	12	16.0	4.4	0	Patch repair in radius at T
45	4th	Full depth	15	3	5.0	1.4	0	
46	4th	Mill patch	10	3	3.3	0.0	0.5	Edge repair
47	6th Ave	Full depth	50	6	33.3	9.2	0	Repair radii at T intersection
48	6th	Mill patch	30	24	80.0	0.0	11	Near intersection
49	6th	Full depth	28	15	46.7	12.8	0	Patch at intersection, turning radii

Object Id	RoadName	Repair Type	Length	Width	Area SY	Full Depth Patch	Mill Patch Tons	Notes
50	7th	Full depth	15	30	50.0	13.8	0	Repair radii at T
51	7th	Mill patch	10	3	3.3	0.0	0.5	Edge cracking
52	7th	Mill patch	15	4	6.7	0.0	0.9	Edge cracking
53	7th	Full depth	8	4	3.6	1.0	0	Root repair
54	Woodland Trl	Mill patch	80	15	133.3	0.0	18.3	Repairs at Y intersection
55	Woodland	Full depth	20	8	17.8	4.9	0	Full depth repair at Y intersection
56	Woodland	Mill patch	30	18	60.0	0.0	8.2	
57	S Dogwood	Full depth	90	4	40.0	11.0	0	Edge cracking
58	S Dogwood	Mill patch	20	4	8.9	0.0	1.2	Edge failure
59	S Dogwood	Mill patch	18	5	10.0	0.0	1.4	Edge cracking
60	S Dogwood	Mill patch	100	6	66.7	0.0	9.2	Town marked
61	S Dogwood	Mill patch	60	3	20.0	0.0	2.8	Edge
62	S Dogwood	Mill patch	39	3	13.0	0.0	1.8	Edge
63	S Dogwood	Mill patch	120	3	40.0	0.0	5.5	Edge
64	S Dogwood	Mill patch	30	3	10.0	0.0	1.4	
65	S Dogwood	Full depth	50	18	100.0	27.5	0	Town marked
66	S Dogwood	Full depth	300	6	200.0	55.0	0	Town marked edge repair, need lateral support
67	S Dogwood	Mill patch	60	18	120.0	0.0	16.5	
68	S Dogwood	Mill patch	40	4	17.8	0.0	2.4	
69	S Dogwood	Mill patch	15	4	6.7	0.0	0.9	
70	S Dogwood	Mill patch	100	4	44.4	0.0	6.1	
71	S Dogwood	Full depth	30	4	13.3	3.7	0	
72	S Dogwood	Mill patch	30	6	20.0	0.0	2.8	
73	S Dogwood	Full depth	80	6	53.3	14.7	0	
74	S Dogwood	Full depth	10	6	6.7	1.8	0	
75	S Dogwood	Full depth	40	6	26.7	7.3	0	
76	S Dogwood	Full depth	30	4	13.3	3.7	0	
77	S Dogwood	Full depth	20	6	13.3	3.7	0	
78	S Dogwood	Full depth	40	6	26.7	7.3	0	
79	S Dogwood	Mill patch	60	6	40.0	0.0	5.5	
80	S Dogwood	Full depth	20	6	13.3	3.7	0	
81	S Dogwood	Full depth	30	6	20.0	5.5	0	

Object Id	RoadName	Repair Type	Length	Width	Area SY	Full Depth Patch	Mill Patch Tons	Notes
82	S Dogwood	Full depth	30	6	20.0	5.5	0	
83	S Dogwood	Full depth	60	6	40.0	11.0	0	
84	S Dogwood	Full depth	50	6	33.3	9.2	0	
85	S Dogwood	Full depth	50	6	33.3	9.2	0	
86	S Dogwood	Full depth	10	6	6.7	1.8	0	Root
87	S Dogwood	Mill patch	30	4	13.3	0.0	1.8	
88	S Dogwood	Mill patch	6	6	4.0	0.0	0.6	
89	S Dogwood	Mill patch	10	10	11.1	0.0	1.5	
90	S Dogwood	Mill patch	6	6	4.0	0.0	0.6	
91	S Dogwood	Full depth	6	6	4.0	1.1	0	Root
92	S Dogwood	Full depth	20	4	8.9	2.4	0	Edge
93	S Dogwood	Mill patch	30	4	13.3	0.0	1.8	
94	S Dogwood	Mill patch	30	4	13.3	0.0	1.8	Edge
95	S Dogwood	Mill patch	30	4	13.3	0.0	1.8	Edge
96	S Dogwood	Full depth	30	18	60.0	16.5	0	
97	S Dogwood	Full depth	80	6	53.3	14.7	0	
98	S Dogwood	Full depth	150	10	166.7	45.8	0	
99	S Dogwood	Overlay patch	200	20	444.4	0.0	0	Full Depth Patch, mill 2", pave back 4" @ Golf Clubhouse
100	S Dogwood	Full depth	50	4	22.2	6.1	0	
101	S Dogwood	Full depth	20	6	13.3	3.6	0	Root
102	S Dogwood	Full depth	30	4	13.3	3.6	0	Edge
104	Trinitie	Mill patch	40	24	106.7	0.0	14.7	
105	Trinitie	Mill patch	14	6	9.3	0.0	1.3	
106	Trinitie	Full depth	50	6	33.3	9.2	0	
107	Trinitie	Full depth	35	6	23.3	6.4	0	
108	Trinitie	Mill patch	6	6	4.0	0.0	0.6	
109	Happy Indian	Full depth	30	6	20.0	5.5	0	Roots
110	Happy Indian	Mill patch	30	8	26.7	0.0	3.7	
111	Happy Indian	Mill patch	40	16	71.1	0.0	9.8	
112	Happy Indian	Mill patch	30	4	13.3	0.0	1.8	Edge
113	High Dune	Mill patch	30	6	20.0	0.0	2.8	
114	High Dune	Mill patch	40	2	8.9	0.0	1.2	Edge

Object Id	RoadName	Repair Type	Length	Width	Area SY	Full Depth Patch	Mill Patch Tons	Notes
115	High Dune	Full depth	18	4	8.0	2.2	0	Roots
116	High Dune	Mill patch	6	6	4.0	0.0	0.6	
117	High Dune	Full depth	20	20	44.4	12.2	0	Bad patch
118	High Dune	Full depth	18	6	12.0	3.3	0	Root
119	High Dune	Full depth	45	6	30.0	8.3	0	Roots
120	High Dune	Full depth	20	6	13.3	3.6	0	Radius at Happy Indian
121	Gravey Pond	Mill patch	120	2	26.7	0.0	3.7	Edge cracking
122	Gravey Pond	Mill patch	52	20	115.6	0.0	15.9	Check watterrine
123	Gravey Pond	Mill patch	40	20	88.9	0.0	12.2	
124	Gravey Pond	Full depth	32	20	71.1	19.6	0	
125	Gravey Pond	Mill patch	45	2	10.0	0.0	1.4	
126	Gravey Pond	Mill patch	45	9	45.0	0.0	6.2	
127	Turtle Pond	Mill patch	80	80	711.1	0.0	97.8	Cul de sac
128	Turtle Pond	Mill patch	40	4	17.8	0.0	2.4	
129	Turtle Pond	Full depth	20	20	44.4	12.2	0	Bad patch
131	Hillcrest	Full depth	30	24	80.0	22.0	0	At intersection
132	Hillcrest	Mill patch	45	3	15.0	0.0	2.1	Edge
133	Hillcrest	Mill patch	70	3	23.3	0.0	3.2	Edge crack
134	Hillcrest	Full depth	10	10	11.1	3.0	0	
135	Mizzenmast	Mill patch	30	20	66.7	0.0	9.2	
136	Mizzenmast	Mill patch	70	10	77.8	0.0	10.7	
137	Mizzenmast	Mill patch	30	15	50.0	0.0	6.9	
138	Mizzenmast	Mill patch	20	20	44.4	0.0	6.1	
						677.6	375.3	
						TONS FULL DEPTH	TONS MILL PATCH	

Town of Southern Shores
Project # 22PAVE
Map 1 of 4



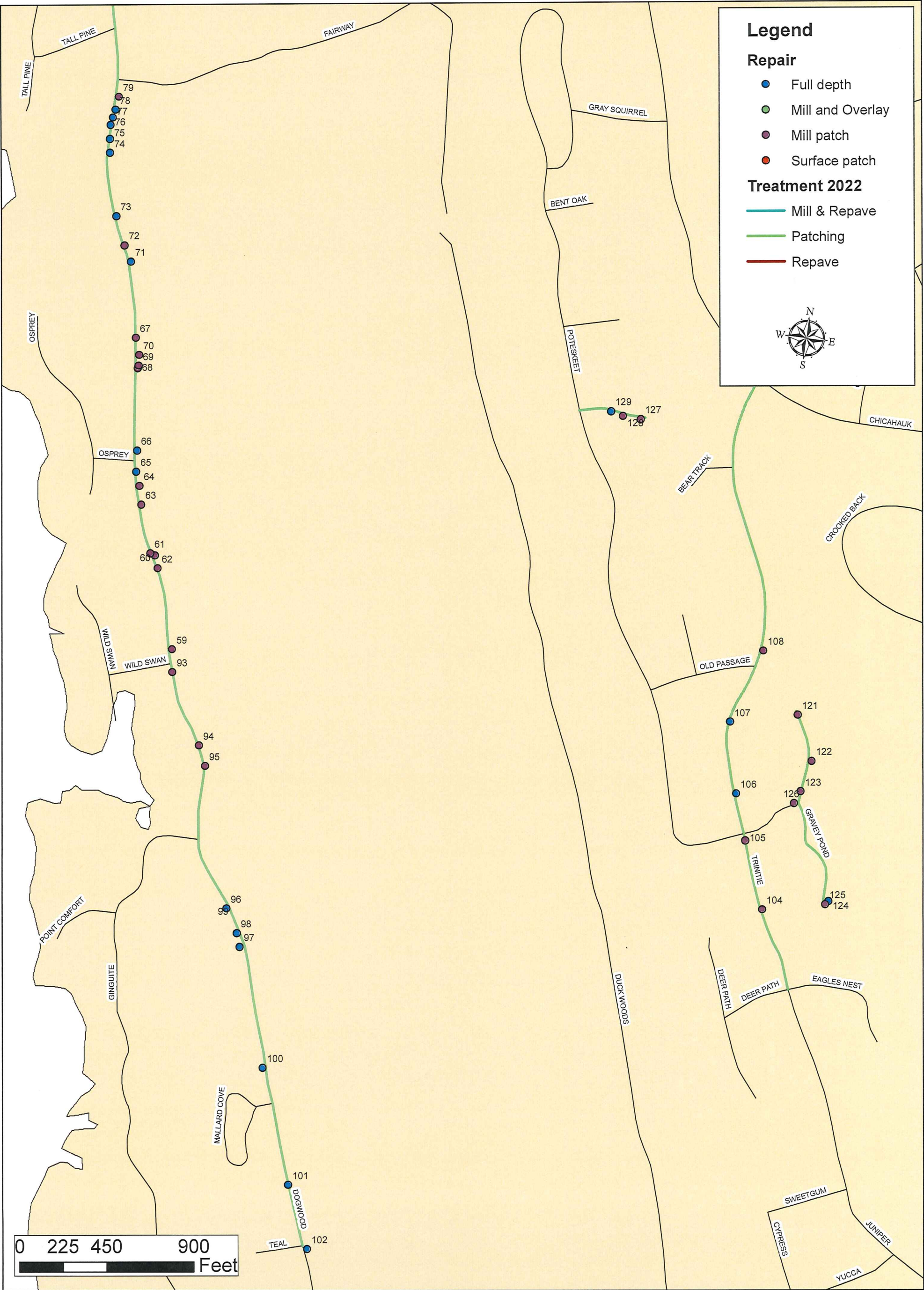
Town of Southern Shores
Project # 22PAVE
Map 2 of 4



Town of Southern Shores

Project # 22PAVE

Map 3 of 4



Town of Southern Shores

Project # 22PAVE

Map 4 of 4





AGENDA ITEM SUMMARY FORM

MEETING DATE: May 3, 2022

ITEM TITLE: Public Hearing- ZTA-22-04

ITEM SUMMARY:

The proposed amendments to Section 36-207(b)(4) are being proposed by Town Staff to establish a maximum density requirement of eight dwelling units per acre in the C, General Commercial District. Currently, Section 36-207(b)(4) establishes that detached single-family dwellings, two-family (duplexes) dwellings, multifamily dwellings, and accessory buildings are permitted in the C, General Commercial District according to the dimensional requirements of the RS-8 Multifamily Residential District. The dimensional requirements of the RS-8 District are established in Section 36-203(d) and they address yards (setbacks), lot coverage, lot width, building height, etc., but they do not address density. The density requirement for the RS-8 District is established in Section 36-203(a) at eight dwelling units per acre which should also be required for residential development in the C, General Commercial District.

STAFF RECOMMENDATION:

Town Staff has determined that the proposed amendments are consistent with the Town's currently adopted Land Use Plan and Town Staff recommends approval of the proposed ZTA. The Town Planning Board unanimously (6-0) recommended approval of the application at the April 18, 2022 Planning Board meeting.

REQUESTED ACTION:

Motion to approve ZTA-22-04.

STAFF REPORT

To: Southern Shores Town Council
Date: May 3, 2022
Case: ZTA-22-04
Prepared By: Wes Haskett, Deputy Town Manager/Planning Director

GENERAL INFORMATION

Applicant: Town of Southern Shores

Requested Action: Amendment of the Town Zoning Ordinance by amending Section 36-207(b)(4).

ANALYSIS

The proposed amendments to Section 36-207(b)(4) are being proposed by Town Staff to establish a maximum density requirement of eight dwelling units per acre in the C, General Commercial District. Currently, Section 36-207(b)(4) establishes that detached single-family dwellings, two-family (duplexes) dwellings, multifamily dwellings, and accessory buildings are permitted in the C, General Commercial District according to the dimensional requirements of the RS-8 Multifamily Residential District. The dimensional requirements of the RS-8 District are established in Section 36-203(d) and they address yards (setbacks), lot coverage, lot width, building height, etc., but they do not address density. The density requirement for the RS-8 District is established in Section 36-203(a) at eight dwelling units per acre which should also be required for residential development in the C, General Commercial District.

The Town's currently adopted Land Use Plan contains the following Policy that is applicable to the proposed ZTA:

- **Policy 2:** The community values and the Town will continue to comply with the founder's original vision for Southern Shores: a low-density residential community comprised of single-family dwellings on large lots (served by a small commercial district for convenience shopping and services located at the southern end of the Town. This blueprint for land use naturally protects environmental resources and fragile areas by limiting development and growth.

RECOMMENDATION

Town Staff has determined that the proposed amendments are consistent with the Town's currently adopted Land Use Plan and Town Staff recommends approval of the proposed ZTA. The Town Planning Board unanimously (6-0) recommended approval of the application at the April 18, 2022 Planning Board meeting.



Town of Southern Shores

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

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

info@southernshores-nc.gov

www.southernshores-nc.gov

Item 9.

PLANNING BOARD GENERAL APPLICATION FORM TOWN OF SOUTHERN SHORES, NC 27949

Date: 4 / 11 / 22

Filing Fee: \$200

Receipt No. N/A

Application No. ZTA-22-04

NOTE: The Planning Board will follow the specific provisions of the Zoning Ordinance Chapter 36. Article X Administration and Enforcement, Section 36-299.

Please check the applicable Chapter/Article:

- ☐ Chapter 30. Subdivisions-Town Code
- ☐ Chapter 36. Article VII. Schedule of District Regulations. Section 36-207 C-General Commercial District
- ☐ Chapter 36. Article IX. Planned Unit Development (PUD)
- ☐ Chapter 36. Article X. Administration and Enforcement, Section 36-299 (b) Application for Building Permits and Site Plan Review other than one and two family dwelling units *
- ☐ Chapter 36. Article X. Section 36-300-Application for Permit for Conditional Use
- ☐ Chapter 36. Article X. Section 36-303 Fees
- ☐ Chapter 36. Article X. Section 36-304-Vested Rights
- ☐ Chapter 36. Article XIV. Changes and Amendments

Certification and Standing: As applicant of standing for project to be reviewed I certify that the information on this application is complete and accurate.

Applicant

Name Town of Southern Shores

Address: 5375 N. Virginia Dare Trl.
Southern Shores, NC 27949

Phone (252) 261-2394 Email whaskett@southernshores-nc.gov

Applicant's Representative (if any)

Name _____

Agent, Contractor, Other (Circle one)

Address _____

Phone _____ Email _____

Property Involved: ___ Southern Shores ___ Martin's Point (Commercial only)

Address: _____ Zoning district _____

Section _____ Block _____ Lot _____ Lot size (sq.ft.) _____

Request: ___ Site Plan Review ___ Final Site Plan Review ___ Conditional Use ___ Permitted Use
___ PUD (Planned Unit Development) ___ Subdivision Ordinance ___ Vested Right ___ Variance

Change To: ___ Zoning Map ☒ Zoning Ordinance

Whaskett
Signature

4-11-22
Date

* Attach supporting documentation.



Town of Southern Shores

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ZTA-22-04

4-11-22

Ordinance 2022-XX-XX

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE TOWN OF SOUTHERN SHORES, NORTH CAROLINA

ARTICLE I. Purpose(s) and Authority.

WHEREAS, pursuant to N.C.G.S. § 160D-701, the Town of Southern Shores (the "Town") may enact and amend ordinances regulating the zoning and development of land within its jurisdiction. Pursuant to this authority and the additional authority granted by N.C.G.S. § 160D-702, the Town has adopted a comprehensive zoning ordinance (the "Town's Zoning Ordinance") and has codified the same as Chapter 36 of the Town's Code of Ordinances (the "Town Code"); and

WHEREAS, the Town further finds that in accordance with the findings above it is in the interest of and not contrary to the public's health, safety, and general welfare for the Town to amend the Town's Zoning Ordinance as stated below.

ARTICLE II. Construction.

For purposes of this ordinance amendment, underlined words (underline) shall be considered as additions to existing Town Code language and strikethrough words (~~strikethrough~~) shall be considered deletions to existing language. Any portions of the adopted Town Code which are not repeated herein, but are instead replaced by an ellipses ("...") shall remain as they currently exist within the Town Code.

ARTICLE III. Amendment of Zoning Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Southern Shores, North Carolina, that the Town Code shall be amended as follows:

PART I. That **Sec. 36-207. C general commercial district.** Be amended as follows:

Sec. 36-207. C general commercial district.

...

(a) *Intent.* The C district is established to provide for the proper grouping and development of commercial facilities to serve permanent and seasonal residents.

(b) *Permitted uses.* The following uses shall be permitted by right:

...

- (4) Detached single-family dwellings, two-family (duplexes) dwellings, multifamily dwellings, and accessory buildings, according to the density and dimensional requirements of the RS-8 multifamily residential district. For multifamily dwellings, the lot coverage shall not exceed 40 percent.

...

ARTICLE IV. Statement of Consistency with Comprehensive Plan and Reasonableness.

The Town's adoption of this ordinance amendment is consistent with the Town's adopted comprehensive zoning ordinance, land use plan and any other officially adopted plan that is applicable. For all of the above-stated reasons and any additional reasons supporting the Town's adoption of this ordinance amendment, the Town considers the adoption of this ordinance amendment to be reasonable and in the public interest.

ARTICLE V. Severability.

All Town ordinances or parts of ordinances in conflict with this ordinance amendment are hereby repealed. Should a court of competent jurisdiction declare this ordinance amendment or any part thereof to be invalid, such decision shall not affect the remaining provisions of this ordinance amendment nor the Zoning Ordinance or Town Code of the Town of Southern Shores, North Carolina which shall remain in full force and effect.

ARTICLE VI. Effective Date.

This ordinance amendment shall be in full force and effect from and after the ____ day of _____, 2022.

Elizabeth Morey, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

1
2
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9

Date adopted:

Motion to adopt by Councilmember:

Motion seconded by Councilmember:

Vote: ____AYES ____NAYS