



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, August 01, 2023 at 5:30 PM

AGENDA

Call Meeting to Order

Pledge of Allegiance

Moment of Silence

Amendments to / Approval of Agenda

Consent Agenda

- [1.](#) Budget Amendments 1-12
2. Minute Approval-emailed
- [3.](#) Resolution 2023-08-01 Surplus

Staff Reports

Deputy Town Manager/Planning Director

Monthly Permit Report & Planning Board Update

Police Chief

Fire Chief

Town Manager

Beach Nourishment

Juniper/Trinitie Culvert Update

Public Works Department Highlights

Town Attorney

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

Old Business

New Business

- [4.](#) Appointment to the Dare County Land Transfer Appeals Board
- [5.](#) Consideration of Town Code Amendment-Beach Driving
- [6.](#) Resolution To Adopt A Technical Assistance Memorandum Of Agreement
- [7.](#) Discussion of potential Dare County Tourism Board Tourism Impact Grant application

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

Council Business

Closed Session-pursuant to N.C.G.S. § 143-318.11(a)(5) & (a)(3)

Adjourn

**Town of Southern Shores
Budget Amendment Number #12**

Streets

Increases

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
	Revenues	
40-39909	Unassigned Fund Balance	\$60,000
	Expenditures	
57-50197	Bulkhead Maint. & Repair	\$60,000
	TOTAL	

Decreases

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
	TOTAL	
		\$ -

Explanation: Retaining walls installed at Ginguite and Point Comfort

Recommended By:

 Cliff Ogburn, Town Manager

Approved By: Town Council

 Elizabeth Morey, Mayor

 Date

**Town of Southern Shores
Budget Amendment Number # 1**

**Police
Increases**

Decreases

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
	<u>Revenues</u>				
40-39909	Unassigned Fund Balance	\$1,850			
	<u>Expenditures</u>				
51-50127	Uniforms	\$1,850			
	TOTAL			TOTAL	\$ -

Explanation: Uniforms for new hires that were ordred but not received by June 30, 2023.

Recommended By:

Approved By: Town Council

Cliff Ogburn, Town Manager

Elizabeth Morey, Mayor

Date

**Town of Southern Shores
Budget Amendment Number # 2**

Police

Increases

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
	Revenues	
40-39909	Unassigned Fund Balance	\$6,399
	Expenditures	
51-50151	Equipment Purchase	\$6,399
	TOTAL	

Decreases

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
	TOTAL	
		\$ -

Explanation: Handguns and radar unit ordered but not received before 6/30/23

Recommended By:

Cliff Ogburn, Town Manager

Approved By: Town Council

Elizabeth Morey, Mayor

Date

**Town of Southern Shores
Budget Amendment Number # 3**

Police

Increases

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
	Revenues	
40-39909	Unassigned Fund Balance	\$174,931
	Expenditures	
51-50174	Capital Outlay- Equipment	\$174,931
	TOTAL	

Decreases

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
	TOTAL	
		\$ -

Explanation: Car radios, car and body cams and installation of new cameras that were budgeted in FY 22-23 but not received.

Recommended By:

Cliff Ogburn, Town Manager

Approved By: Town Council

Elizabeth Morey, Mayor

Date

**Town of Southern Shores
Budget Amendment Number # 4**

Public Works

Increases

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
	Revenues	
40-39909	Unassigned Fund Balance	\$4,600
	Expenditures	
59-50120	Contracted Services	\$4,600
	TOTAL	

Decreases

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
	TOTAL	
		\$ -

Explanation: July and August trash can roll back service

Recommended By:

Cliff Ogburn, Town Manager

Approved By: Town Council

Elizabeth Morey, Mayor

Date

**Town of Southern Shores
Budget Amendment Number # 5**

**Public Works
Increases**

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
	Revenues	
40-39909	Unassigned Fund Balance	\$98,450
	Expenditures	
59-50978	Town Building Upgrades	\$98,450
	TOTAL	

Decreases

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
	TOTAL	\$ -

Explanation: Upgrades for Pitts Center, Town Hall and Police Dept that were obligated in FY 22-23.

Recommended By: _____
Cliff Ogburn, Town Manager

Approved By: Town Council _____
Elizabeth Morey, Mayor

_____ Date

**Town of Southern Shores
Budget Amendment Number # 6**

Public Works

Increases			Decreases		
Account Number	Description	Amount	Account Number	Description	Amount
	Revenues				
40-39924	Shoreline Stabilization from Dare County	\$28,056			
	Expenditures				
59-50938	Shoreline Stabilization	\$28,056			
	TOTAL			TOTAL	\$ -

Explanation: Money carried over from FY 21-22 and FY 22-23 for grass planting or sand fencing on beach.

Recommended By:

 Cliff Ogburn, Town Manager

Approved By: Town Council

 Elizabeth Morey, Mayor

_____ Date

**Town of Southern Shores
Budget Amendment Number # 7**

Planning/Code Enforcement

Increases			Decreases		
Account Number	Description	Amount	Account Number	Description	Amount
40-39909	Revenues Unassigned Fund Balance	\$5,700			
63-50120	Expenditures Contracted Services	\$5,700			
	TOTAL	<hr/> <hr/>		TOTAL	<hr/> <hr/> \$ -

Explanation: Money obligated to update the Town's Zoning Map in FY 22-23.

Recommended By:

Cliff Ogburn, Town Manager

Approved By: Town Council

Elizabeth Morey, Mayor

Date

Town of Southern Shores Budget Amendment Number # 9

Streets Increases

Account Number	Description	Amount
	Revenues	
40-39909	Unassigned Fund Balance	\$93,366
	Expenditures	
57-50942	Juniper/Trinite Bridge	\$93,366
	TOTAL	

Decreases

Account Number	Description	Amount
	TOTAL	\$ -

Explanation: Balance left on contract for permitting and design of Juniper/Trinite Bridge

Recommended By:

Cliff Ogburn, Town Manager

Approved By: Town Council

Elizabeth Morey, Mayor

Date

Town of Southern Shores Budget Amendment Number #11

Streets

Increases

Account Number	Description	Amount
	Revenues	
40-39909	Unassigned Fund Balance	\$360,000
	Expenditures	
57-50994	13 Skyline Property	\$360,000
	TOTAL	

Decreases

Account Number	Description	Amount
	TOTAL	\$ -

Explanation: Money was obligated in FY 22-23 for property at 13 Skyline

Recommended By:

Cliff Ogburn, Town Manager

Approved By: Town Council

Elizabeth Morey, Mayor

Date



Town of Southern Shores

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A RESOLUTION DECLARING CERTAIN PROPERTY OF THE TOWN TO BE SURPLUS AND AUTHORIZING THE DISPOSITION OF SAID PROPERTY

#2023.08.02

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:

Surplus Property Information

Make	Model	Year	Department	V.I.N. / Description	Surplus
Chevy	Tahoe	2011	Police	1GNLC2E08BR345114	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 August 1, 2023.

ATTEST:

Elizabeth Morey, Mayor

Sheila Kane, Deputy Clerk



AGENDA ITEM SUMMARY

Item #4

MEETING DATE: August 1, 2023

ITEM TITLE: Appointment to the Dare County Land Transfer Appeals Board

ITEM SUMMARY:

Mike Stone's 4-year term on the Dare County Land Transfer Appeals Board expired in June of this year. Mr. Stone does not wish to be reappointed. This Board meets when someone appeals the amount of land transfer tax due that they owe. Members shall serve until their successors are appointed. A vacancy shall be filled by the appointing authority of the member who created the vacancy.

REQUESTED ACTION:

A motion to appoint someone to the Dare County Land Transfer Appeals Board for a 4-year term.



AGENDA ITEM SUMMARY

Item #5

MEETING DATE: August 1, 2023

ITEM TITLE: Consideration of amendment to Town Code Sec. 20-109. - Driving or landing aircraft on beaches.

ITEM SUMMARY:

Last year, during a staff presentation concerning the potential of the Town regulating E-Bikes, staff recognized that Town Code Section 20-109- Driving or landing aircraft on beaches was somewhat outdated and should be modernized. The attached ordinance removes the present language in its entirety, retitles the ordinance, and mirrors similar language in other Dare County towns.

STAFF RECOMMENDATION:

Staff recommends that the Town Council adopt the ordinance as presented.

REQUESTED ACTION:

A motion to adopt TCA-23-01 6-19-23 Ordinance 2023-08-01



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TCA-23-01

Ordinance 2023-08-02

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. Chap. 160A, the Town has duly codified the Town’s Code of Ordinances (the “Town Code”); and

WHEREAS, pursuant to North Carolina General Statutes § 160A-174 the Town may enact and amend ordinances that define, prohibit, regulate, or abate acts, omissions, or conditions, detrimental to the health, safety, or welfare of its citizens and the peace and dignity of the Town, and may define and abate nuisances; 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 Code of Ordinances 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. 20-109. Driving or landing aircraft on beaches.** Be deleted in its entirety and replaced as follows:

~~**Sec. 20-109. Driving or landing aircraft on beaches.**~~

~~It shall be unlawful for any person to operate any motor vehicle or land or take off in any aircraft, except in case of emergency, within the following described beach area in the town: beginning at the northern boundary line of the town and running thence in a southerly direction along the oceanfront with the low tidewater line to the southern boundary line of the town; provided that this~~

~~section shall not apply to motor vehicles operated upon any regularly established or dedicated road or driveway on private property by the owners of such property, members of their immediate family or by bona fide guests with the written permission of such owner nor shall it apply to the official operation of motor vehicles or aircraft belonging to or used by the United States Coast Guard Service; and provided that this section shall not apply to the operation of motor vehicles or automotive equipment belonging to and used and operated by commercial fishermen while such fishermen are actually engaged in the fishing or setting of nets or seines from or in the ocean; provided that nothing in this section shall be construed to authorize, permit or allow commercial fishermen or any other person to drive across, enter upon or conduct their fishing operations on any private property other than that owned or leased by them except by permission of the owners in the above described area.~~

Sec. 20-109. Driving on the beach.

It shall be unlawful for any person to operate any vehicle of any type, excluding bicycles and e-bikes, and including but not limited to; motor vehicles, pickup trucks, airplanes/helicopters, beach buggies, jeeps, motorcycles, any; one, two, three or four wheeled vehicles powered by any type of motor or physically propelled on the ocean beach area within the Town of Southern Shores.

This shall not apply to Ocean Rescue, Fire, Police, USCG, Public Works or other town authorized entities such as beach survey/nourishment contractors, turtle (NEST)volunteers, Authorized Ocean/Sea mammal rescue/removal entities, authorized commercial fishing, or Extreme Emergency situation(s).

ARTICLE IV. 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 V. Effective Date.

This ordinance amendment shall be in full force and effect from and after the ____ day of _____, 2023.

Elizabeth Morey, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

Date adopted:

Motion to adopt by Councilmember:

Motion seconded by Councilmember:

Vote: __AYES__ NAYS



AGENDA ITEM SUMMARY

Item #6

MEETING DATE: August 1, 2023

ITEM TITLE: Consideration of Resolution to Adopt a Technical Assistance Memorandum of Agreement

ITEM SUMMARY: Mayor Morey initiated a discussion between the Town Manager and staff with ARP services at the North Carolina League of Municipalities. The League created a Topic Specific Technical Services (TSTS) program to utilize ARP funds that they received from the State to help municipalities with their ARP experiences and projects. This is one part of their overall effort to provide ARP technical services to NC municipalities. TSTS is designed to allow them the ability to partner with subject matter experts aligned with services towns need to get their ARP funds executed and invested correctly and successfully. The services they have identified as beneficial include Grant Services, Legal, Engineering & Planning, Cybersecurity and Storytelling. They are positioned to fund one or more of these services for a town, up to a certain maximum cost. That maximum cost depends on the service line, scope of the project, and other factors.

When the Town reimbursed itself for past expenses through Revenue Replacement by utilizing the standard allocation and supplanting general operational costs, in our case Police Officer salaries and benefits, we utilized our ARP funds for that purpose. We now have a surplus of unrestricted funds in our General Fund. These are ARP Enabled funds. The NCLM will support and help us leverage those funds for more funds for projects that will add value to Southern Shores.

The Town Council has prioritized stormwater related projects and pedestrian safety projects.

A complete focus on pedestrian safety can include bike safety as well. Efforts consist of multiple safety related improvements to existing infrastructure and expansions of existing infrastructure to reduce the dependency on vehicles and improve the quality of life for our residents. The Town went through the exercise to conduct a comprehensive plan that was done in 2014 and was never officially approved. This plan could be updated and officially adopted to be utilized to be competitive in grant requests. Crosswalk safety can be included in this plan. The League is currently developing an engineering & planning service line as part of their TSTS program. They are in the process of soliciting interest from firms that specialize in these services to become 'preferred partners' of the League's ARP team. The due date for responses was July 28th. The League is not quite ready to onboard towns that wish to benefit from this service line. They will hopefully be ready by the end of August, and we may also be able to benefit from a planning service to reexamine our 2014 study and to get a new plan adopted. The anticipated maximum fundable amount is anticipated to be around \$25,000.

We also have some stormwater project needs. The ARP League staff feels as though their grant services line would be an ideal fit for these needs. Grant services consists of three phases: 1) Project identification, development and identification of project aligned grantors, 2) grant application preparation and submittal, 3) grant management set up. The program is prepared to fund up to \$10,000 worth of costs for each phase of the grant life cycle identified. If the Town needs all three phases, that would equal to \$30,000.

ARP League staff recommends that the Town starts with the grant services for the stormwater related projects. Once the Engineering & Planning line is ready, we can also request assistance for the bike and ped plan development. If we have not utilized all the funding available via grant services by the time our plan is complete, we can utilize the remaining balance towards identification of grantors and possible application preparation.

Attached is a copy of a Resolution and Memorandum of Agreement (MOA). If we wish to proceed, the Town Council will need to adopt the resolution authorizing the Town Manager to enter into the MOA with the League. Once initiated, we will be introduced to our contact at Witt Obrien's as their new client. They will present an agreement and they will reach out to us to get a better understanding of the need and possible scope and then propose an agreement to allow them to begin work. They will invoice the League for the costs of their services.

STAFF RECOMMENDATION and REQUESTED ACTION:

Staff recommends that the Town Council approve the attached resolution authorizing the Town Manager to enter the MOA to begin work on the identified projects.

ATTACHMENTS: Resolution to Adopt a Technical Assistance Memorandum of Agreement
The referenced MOA (Exhibit A)
Exhibit B – Description of Services, Compensation, and Expenses



Town of Southern Shores

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

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

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MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT

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

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

Article I. Overview.

1. Enabling Law and Regulation.

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

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

2. Grants Awarded to the NC League of Municipalities.

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

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

Recovery Fund, as established in Section 2.2 of S.L. 2021-25." This grant is referred to as the **Guidance and Technical Assistance Grant**.

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

One or both of the League Grants fund this Agreement.

3. Status of the Parties.

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

4. Services Offered.

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

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

The League shall fund League Services and Contractor Services pursuant to this Agreement.

5. Additional Services.

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

6. Term of Agreement.

This Agreement shall begin on the Effective Date of this agreement and shall end when terminated at the discretion either party. All expenditures by the League under this Agreement must be obligated on or before December 31, 2024 and expended on or before December 31, 2026. Unless otherwise terminated, this Agreement shall expire on December, 31, 2026.

Agreements executed by the Municipality and the Contractor, as may be reflected in Exhibit B, (and subsequent Exhibits attached hereto, as applicable) will survive termination of this Agreement, unless terminated early by the Municipality and the Contractor.

7. Termination of Agreement.

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

8. Duties of the Municipality.

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

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

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

Article II. Scope of Funded Activities.

1. Scope of Services

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

2. Approved Budget.

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

3. Prior Approval for Changes.

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

4. Allowable Costs for Services Rendered.

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

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance, Subpart E, defines those items of cost that are allowable, and which are unallowable. These allowable cost requirements are:

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

4. Prohibited Uses of Funding.

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

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

Article III. Compensation.

1. Payment of Funds.

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

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

2. Invoices.

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

Article IV. Compliance with Grant Agreement and Applicable Laws.

1. Expenditure Authority.

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

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

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

2. Conflicts of Interest; Gifts & Favors.

The Municipality understands that (1) it will use Fiscal Recovery Funds to pay for the cost of this Agreement, and (2) the expenditure of Fiscal Recovery Funds is governed by

the League's Conflict of Interest Policy and the Federal and State regulatory requirements (including, without limitation, N.C. Gen. Stat. § 14- 234(a)(1) and N.C. Gen. Stat. § 14- 234.3(a)).

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

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

3. Records Retention and Access.

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

4. Suspension and Debarment.

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

5. Byrd Anti-Lobbying Amendment.

The Municipality certifies to the League that it has not used and will not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or

employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. The Municipality shall disclose any lobbying with non-Federally appropriated funds that takes place in connection with obtaining any Federal award. This certification is a material representation of fact upon which the League has relied when entering this Agreement and all liability arising from an erroneous representation shall be borne solely by the Municipality.

6. Publications.

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

7. Equal Opportunity and Other Relevant Federal Laws

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

Civil Rights Laws.

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

Fair Housing Laws.

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

Disability Protections.

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

Age Discrimination.

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

Americans with Disabilities Act.

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

Clean Air Act.

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

Federal Water Pollution Control Act.

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

Hatch Act.

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

Protections for Whistleblowers.

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

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970.

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

Governmentwide Requirements for Drug-Free Workplace.

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

Increasing Seat Belt Use in the United States.

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

Reducing Text Messaging While Driving.

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

Article V. Limitations of Liability

1. Limitations of Liability.

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

In no event shall the League be liable for any loss of profit or revenue by the Municipality or any consequential, indirect, incidental, special, punitive, or exemplary damages incurred or suffered by the Municipality, even if the League has been advised of the possibility of such loss or damage. Further, except for claims based on U.S. Patent or U.S. Copyright infringement or for personal injury or physical loss or damage to real or tangible personal property caused by the negligence of the League, Municipality agrees that the League's total liability for all claims of any kinds arising as a result of, or related to, this Agreement, whether based on contract, tort, (including but not limited to strict liability and negligence) warranty, or on other legal or equitable grounds, shall be limited to general money damages and shall not exceed the amounts actually received by Municipality under this Agreement.

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

Article VI. General Conditions.

2. Venue and Jurisdiction.

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

3. Nonwaiver.

No action or failure to act by the League constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute

approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

4. Limitation of Authority.

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

5. Assignment.

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

6. Integration.

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

7. North Carolina Public Records Law

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

8. E-Verify

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

9. Iran Divestment Act

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

10. Companies Boycotting Israel Divestment Act

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

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

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

NC LEAGUE OF MUNICIPALITIES:

MUNICIPALITY:

TOWN OF SOUTHERN SHORES
a North Carolina municipal
corporation

By:

By:

Signature

Signature

Rose Vaughn Williams

Cliff Ogburn

Executive Director

Town Manager

Date of Signature

Date of Signature

ATTEST:

Town Clerk

Exhibit A League Services

In addition to the Contractor Services set out in Exhibit B, the League may provide the services noted below.

1. IT Evaluation

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

2. Hardware and Software Acquisition

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

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

3. Hardware and Software Installation

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

4. Finance Evaluation and Assistance During Implementation

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

5. Accounting Assistance Efforts Following Implementation

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

6. Duties of the Municipality

The Municipality further agrees to: (1) give the League access to data managed by the Municipality in order to facilitate implementation of the Municipal Accounting Services and Cybersecurity Grant; (2) provide on-line “read only” access into the Municipal Accounting System by the League’s Accounting Assistance personnel; (3) permit the League to contact Black Mountain Software on behalf of the Municipality as needed to facilitate implementation of the Municipal Accounting Services and Cybersecurity Grant; (4) make reasonable efforts to maintain industry standards for cybersecurity, which may include allowing the League to perform security audits in the League’s sole discretion; and (5) use the Standardized Chart of Accounts as provided in the Black Mountain Software installation.

7. Duties of the League Related to Data Security

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

Exhibit B

Contractor Services

NOTE: Master Consultant Agreement, including Scope of Services and Initial Service Fee Schedule

NOTE: Address unique billing cycles or payment schedule for each Contractor in Exhibit B (or subsequent Exhibits as applicable).

Exhibit A

The remainder of this page is left black intentionally. See next page for
TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT.



Town of Southern Shores

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

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

www.southernshores-nc.gov

RESOLUTION TO ADOPT A TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT

Resolution # 2023-08-01

WITNESSETH:

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

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

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

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

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

WHEREAS, pursuant to US Treasury Guidance, these units of local government that participate in the League's Guidance and Technical Assistance Grant are beneficiaries of the League's Grants and these Grant services are provided at no cost to these local governments; and

WHEREAS, the League has established a Technical Assistance Memorandum of Agreement funded by and pursuant to the terms of the League’s Guidance and Technical Assistance Grant; and

WHEREAS, this Technical Assistance Memorandum of Agreement will offer local municipalities:

(1) Services rendered by the League (League Services) including but not limited to: compensation set forth under §2 C.F.R. 200.430; fringe benefits set forth under §2 C.F.R. 200.431; capital expenditures for special purpose software and computer equipment as set forth in §2 C.F.R. 200.439; and

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

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

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF SOUTHERN SHORES:

1. That, the Technical Assistance Memorandum of Agreement is hereby adopted.
2. That the Manager/Clerk is enabled to execute the attached Memorandum of Agreement (or one substantially equivalent thereto) and such other agreements as necessary in accordance with the League’s Guidance and Technical Assistance Grant.

THE FOREGOING RESOLUTION WAS ADOPTED
BY THE TOWN COUNCIL OF THE TOWN OF SOUTHERN SHORES
_____ ON THE ___ DAY OF _____, 20____. APPROVED AS TO FORM

TOWN CLERK

TOWN ATTORNEY

Exhibit A

The remainder of this page is left black intentionally. See next page for
TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT.



Town of Southern Shores

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

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

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Exhibit B – Description of Services, Compensation, and Expenses

The services for which the League is providing the **Town of Southern Shores** through NCLM's Consultant, **Witt O'Brien's**, is titled **Grant Services**.

Background:

The of Southern Shores received ARP Local Fiscal Recovery Funds (LFRF) and has identified several needs within their community where they can leverage their LFRF to benefit their community. The League Grant Service technical assistance service line aims to maximize the impact and benefit of North Carolina municipalities' LFRF allocations to make transformational, impactful and needed investments in their communities.

The **Town of Southern Shores** has identified several projects and areas of need within their community. Their LFRF allocation will only meet some of these needs.

Scope of Services Available:

The League is prepared to provide up to \$30,000 worth of Grant Services, unless otherwise amended by the League and agreed upon by the Town of Trinity, to invest in Trinity's pursuit of alternative funding options, including grants, appropriations or other mechanisms deemed appropriate, to fulfill its objectives and maximize or leverage their ARP LFRF allocation.

There are a total of three possible phases for these Grant Services, each having a maximum budget available to apply towards eligible associated costs as defined by:

Phase 1: Project identification, project prioritization, and available funding source identification based on alignment, eligibility, timeline, and the municipality's ability to meet requirements or criteria. This phase will require exploration by the Consultant, Witt Obrien's, to determine the appropriate and optimal paths, including discussion with the appropriate municipal point of contact(s) about what the needs are, what projects have already been identified as needs, and working through an analysis to determine the most competitive options. Once these decisions are mutually made between the Consultant and the municipality, the municipality will have the opportunity to proceed with Phase 2, prepare grant application(s), or opt not to proceed.

Phase 1 is eligible for up to \$10,000 for the work to perform the scope of services within this phase. Costs are covered by the League, up to \$10,000, and paid directly to the Consultant.

To proceed to Phase 2 and be eligible for an additional service valued up to \$10,000, the municipality, the League, and the Consultant will communicate their interests to proceed. The League can authorize the Consultant to proceed via written notification at that time.

Phase 2: Preparation and submittal of the grant application(s). This phase covers all of the work the Consultant will do to prepare an application(s) that meets the criteria and requirements of the grantor and the grant program, to the best of their ability, based on the municipality's responsiveness to questions, data, and the information requested by the Consultant.

Phase 2 is eligible for up to \$10,000 for the work required by the Consultant to perform the scope of services within the phase. Costs are covered by the League, up to \$10,000, and paid directly to the Consultant.

To proceed to Phase 3 and be eligible for an additional service valued up to \$10,000, the municipality, the League, and the Consultant will communicate their interests to proceed. The League can authorize the Consultant to proceed via written notification at that time.

Phase 3: Grant Award Management. Work in this phase includes:

- Finalizing the grant agreements between the grantor and the grantee, identifying and preparing required compliance measures and documents.
- Drafting or updating appropriate policies and procedures, helping to implement necessary internal controls, and providing staff training as appropriate.
- Establishing a method to meet reporting requirements (may include reporting activities).

This phase may or may not be appropriate or available for funding, depending on the following scenarios:

1. The Consultant and municipality must secure a grant award to be eligible for a Grant Award Management, and
2. The timeline for which the compliance and reporting requirements are necessary surpasses the availability of the League's Grant Services for towns due to the obligation and expenditure deadlines of the U.S. Treasury and the American Rescue Plan program. See the timeline below for more details.

Phase 3 is eligible for up to \$10,000 for the work required by the Consultant to perform the scope of services within the phase. Costs covered by the League, up to \$10,000, and paid directly to the Consultant.

Timeline:

Costs associated with the scope of services outlined above are available for reimbursement by the League by paying the Consultant through December 31, 2026. The

Consultant and the municipality will determine grant service project schedules individually. The League can only support costs and pay for services rendered before January 1, 2027.

Considerations:

1. Neither the League nor Witt O'Brien's can guarantee a successful grant award. Many factors, including those out of the Consultant's control, can impact the outcome of a grant application. By signing this MOA, the municipality understands and accepts this reality. However, a grant application reflective of a responsive, thoughtful, and prepared effort is valuable and can be utilized for future opportunities that benefit the municipality. The grant application package's contents will be the municipality's property to use as they wish for future needs.
2. The Consultant and the League will remain in active communication through their work with a municipality. Through the League's Agreement with Witt O'Brien's, the Consultant has agreed to notify the League if a service is reaching the maximum amount of costs associated with the scope and phase of the project. Therefore, there shall be no surprises of extra expenses exceeding the maximum threshold unless deemed acceptable by the municipality to be borne at their cost.
3. The municipality understands that Witt O'Brien's will require their time and resources to obtain data and information to complete assessments, applications, and management services, if applicable. By signing this Agreement, the municipality understands and accepts that responsibility.
4. When the municipality is granted an award through the successful grant application by the Consultant, it is not the League's intent to require the municipality to accept the award officially. While we would prefer the town's acceptance of the grant to meet the interests of this program, we understand and appreciate that circumstances can change over time. However, it should be noted that a decision not to proceed at this stage in the process may result in the League's inability to invest in future/additional grant awards for the municipality and will likely be looked upon unfavorably by the granting source, thus possibly making the municipality non-competitive with that grantor in future funding cycles.

Conclusion:

Based on the available phases of the Grant Services technical assistance program and the undetermined number of phases for which the **Town of Southern Shores** will desire to employ at this time, it is agreed that the **Town of Southern Shores**, through execution of this Agreement, is eligible for a value of services ranging from \$10,000 to \$30,000.



AGENDA ITEM SUMMARY

Item #7

MEETING DATE: August 1, 2023

ITEM TITLE: Dare County Tourism Board Tourism Impact Grant Application (TIG) consideration

ITEM SUMMARY: The Dare County Tourism Board offers this grant designed to help Governmental Units and nonprofit organizations located in Dare County with programs or services needed due to the impact of tourism. All TIG grants are disbursed on a reimbursement basis. Awards over \$50,000 require a match.

Presently, the Town is working to install a multi-use path along the east side of NC 12/Duck Road from Triangle Park to East Dogwood Trail.

At its March 2022 retreat, the Council formed the following priority list for future path segments:

- 1A NC 12 Triangle Park to E Dogwood Tr
- 1B NC 12 E Dogwood Tr to 13th Ave
- 2A Hickory E Dogwood Tr to Hillcrest Dr
- 2B Hickory Hillcrest Dr to NC 12
- 3 Hillcrest Hickory Tr to NC 12
- 4A Sea Oats E Dogwood Tr to Hillcrest Dr
- 4B Sea Oats Hillcrest Tr to NC 12
- 5 Wax Myrtle E Dogwood Tr to Hillcrest Dr
- 6 Chicahawk Tr cul-de-sac to Trinitie Tr
- 7 Skyline Rd full length
- 8A Ocean Blvd Triangle Park to E Dogwood Tr
- 8B Ocean Blvd E Dogwood Tr to Hickory Dr

Other Considerations:

- Improve existing connection between Spindrift Tr. and Skyline Rd.
- Improve existing connection between N Dogwood and Hillcrest

STAFF RECOMMENDATION: Staff recommends that the Town Council initiate and schedule a public input opportunity at its September 5th Council meeting to hear the priorities of residents and property owners related to future multi-use-path construction.

REQUESTED ACTION: Town Council, by consensus, direct Town Staff to prepare an agenda item for the September 5th Town Council meeting to receive public input on future path construction to develop a TIG application.