



**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](http://www.southernshores-nc.gov)

**PITTS CENTER**

**Tuesday, December 05, 2023 at 5:30 PM**

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## **AGENDA**

### **Call Meeting to Order**

Pledge of Allegiance

Moment of Silence

### **Amendments to / Approval of Agenda**

#### **Consent Agenda**

1. Tax Pickup/Releases
2. Fee Schedule Amendment
3. Town Engineer Contract Extension
4. Budget Amendment-Sand Fence/Beach Grass

### **Organization of Council**

#### 5. **Recognition of Outgoing Council Member**

Council Member Leo Holland

### **Oath of Office Administered to Incoming/Reelected Members**

Remarks by Council Member Neal

Remarks by Council Member Batenic

Remarks by Council Member Neilson

### **Organization of Council and 2024 Meetings**

Election of Mayor Pro Tempore

County & Regional Council Committee Appointments

Dare County Tourism Board of Directors (3 Nominees Required -includes Primary)

Albemarle Rural Planning Organization (ARPO)

Dare County Gov-Ed Access Channel Committee

2024 Council Meeting Schedule-Resolution #2023-12-01

### **Staff Reports**

Deputy Town Manager/Planning Director

Monthly Permit Report & Planning Board Update

Police Chief

Fire Chief

Town Manager

Town Attorney

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

**Old Business**

**New Business**

[6.](#) Presentation-Ken Willson with CPE-Beach Nourishment Monitoring Results

[7.](#) 13 Skyline Renovation Consideration

Budget Amendment

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

**Council Business**

**Adjourn**

**TOWN OF SOUTHERN SHORES  
TAX DEPARTMENT**

**12/5/2023**

<b><u>PICKUPS</u></b>		<b><u>RELEASES</u></b>	
October Real	\$102.55	August Real	\$ 89.45
<b>TOTAL</b>	<b>\$102.55</b>		<b>\$ 89.45</b>

**BE IT ORDAINED BY THE SOUTHERN SHORES TOWN COUNCIL AS FOLLOWS:**

Item 2.

**TOWN OF SOUTHERN SHORES FEE SCHEDULE**

Adopted: 3/4/2003 | Amendment Date: 12/05/2023

\* All fees shall include, whenever applicable, the reasonable cost of any expert advice obtained by the Town or other direct expenses incurred by the Town during the review of the application. All fees must be paid in full prior to any further reviews by the Town or prior to issuance of any permits sought, whichever comes first. Submitted fees shall not be refunded.

Item	Fee
<b>Miscellaneous:</b>	
Returned Checks/charge back (NSF)	Current Bank Fee
Credit Card Convenience Fee	
Credit card present	2.65%
Credit card not present	3.5%
Cemetery Lot Purchase:	
TOSS Property Owners	\$500.00
Non-property Owners	\$2,000.00
Cost of Copies	\$0.25 B/W \$0.30 Color
Annual Lease Fee –Town Canal-Street Right of Way	\$5.00
Beach Parking Tag or Sticker-Replacement	\$75.00
Receptacle Lid	\$45.00
<b>Receptacle Wheels</b>	<b>\$40.00</b>
<b>Planning</b>	
<b>Development Review:</b>	
Zoning Map Amendment	\$300.00
Zoning Text Amendment	\$200.00
Zoning Compliance Letter	
a. Residential	\$35.00
b. Commercial	\$75.00
Application to Board of Adjustment	\$350.00
(includes cost of certified mailings and public notices)	
Conditional Use Permit	\$300.00
(includes cost of certified mailings and public notices)	
Filing fee for site plan for dwelling or lodging unit, other than single-family detached homes, per unit.	\$50.00
Filing fee for commercial structures and improvements	\$0.10/SF
<b>Wireless Applications:</b>	
a. Application for new tower	\$200.00
b. Tower annual renewal	\$100.00
c. New collocation	\$100.00
d. Collocation annual renewal	\$50.00
<b>Subdivision Plat Review:</b>	
a. Exempt	\$50.00/lot
b. Subdivision	\$100.00/lot
<b>Building Inspections</b>	
<b>Plan Review:</b>	
Lot Disturbance and Stormwater Management Permit	\$150.00
Zoning Permit	\$75.00
Single family new construction	\$150.00
Single family addition or renovation minimum	\$100.00
<b>New Building Permits for Structures/Additions/Reconstruction:</b>	
Heated/living areas - Single Family	\$0.60/SF
All Others	\$0.75/SF
Non heating areas, i.e., deck, porch, garages, etc. - Single Family	\$0.30/SF
All Others	\$0.35/SF
Remodeling and alterations to existing structures (no additional square footage, \$10.00 Per \$1,000 of Construction Cost)	\$10.00
Swimming Pools and Tennis Courts (flat fee)	\$250.00
Demolition	\$150.00
Generator	\$150.00
Sign	\$100.00
Bulkhead	\$150.00
Trade (HVAC, Mechanical, Plumbing, Gas, Electrical)	\$150.00
Re-inspection charge	\$100.00
Work Proceeding Without Necessary Inspections	1/2 Permit Fee
Work Proceeding Without Necessary Permit	Double Permit Fee

**House Moving:**

Out of Southern Shores	\$100.00
Within Southern Shores	\$250.00
Into Southern Shores from elsewhere	\$350.00

**Miscellaneous:**

Contractors Licensing Board Fee (Homeowner's Recovery Fund)	\$10.00
CAMA Permit: minor development permit if the project is within the Ocean Hazard or Estuarine AECs and does not qualify for an Exemption	\$100.00
Construction & Demolition Debris Disposal Permit	\$50.00

**NOTWITHSTANDING THE ABOVE, THE MINIMUM FEE SHALL BE: \$100.00**

Attest:

\_\_\_\_\_  
Sheila Kane, Town Clerk

\_\_\_\_\_  
Elizabeth Morey, Mayor

**Adopted:** 3/4/2003

**Amended** 1/6/04, 2/3/04, 6/27/06, 1/23/07, 2/26/08, 5/27/08, 3/2/2010, 11/3/10, 9/20/2011, 6/2/2015, 6/7/2016, 11/09/2021, 6/07/2022, 02/21/2023, 12/5/2023





## AGENDA ITEM SUMMARY

### Consent agenda

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**MEETING DATE:** December 5, 2023

**ITEM TITLE:** Extension of Contract with Anlauf Engineering

**ITEM SUMMARY:**

In 2020, after going through the RFQ process, the Town awarded a two-year contract to Anlauf Engineering for the period July 1, 2020, through June 30, 2022. The contract allows for yearly extensions beyond this period. The contract was amended last year for an additional one-year term through June 30, 2023. Staff requests that the contract be amended for another one-year term through June 30, 2024.

**STAFF RECOMMENDATION:** Approval of the contract for an additional one-year term which will be effective retroactively from July 1, 2023. The rates for billing have remained the same as the initial contract. A request for rate increases is anticipated in the near future.

**REQUESTED ACTION:** Approve amendment #2 to extend the contract with Anlauf Engineering.

**ATTACHMENTS:** Amendment # 2  
Original contract with Anlauf Engineering

NORTH CAROLINA  
DARE COUNTY

RENEWAL/EXTENSION OF SERVICE CONTRACT  
EXTENSION #2 one-year term through 6/30/2024

THIS CONTRACT RENEWAL/EXTENSION is made and entered and entered into this the 5<sup>th</sup> day of December, 2023, by and between TOWN OF SOUTHERN SHORES, a body corporate and politic existing pursuant to the laws of the State of North Carolina, (the "TOWN") party of the first part and Anlauf Engineering, PLLC ("Contractor"), party of the second part.

Pursuant to Section 2 of the Service Contract entered into between the parties on July 1, 2020 (the "SERVICE CONTRACT"), the TOWN and the CONTRACTOR have agreed to extend and renew the SERVICE CONTRACT from its extended expiration on June 30, 2023 through June 30, 2024. The terms of the SERVICE CONTRACT shall remain in full force and effect.

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

Witnesses or Attested By:

Town of Southern Shores

\_\_\_\_\_

By: \_\_\_\_\_

(SEAL)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witness or Attested By:

Contractor

\_\_\_\_\_

By: \_\_\_\_\_

(SEAL)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Town of Southern Shores Finance Director



**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.

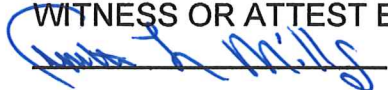
### 14. SIGNATURES

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 Kerner, 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 1<sup>st</sup>.



# PURCHASE ORDER

Item 3.

<b>Bill &amp; Ship To:</b> <b>TOWN OF SOUTHERN SHORES</b> <b>5375 NORTH VIRGINIA DARE TRAIL</b> <b>SOUTHERN SHORES, NC 27949</b> <b>252-261-2394 Fax 252-255-0876</b>
<b>Vendor:</b>

This Number Must Appear on all Invoices, Packing Lists, and Packages.	
<b>PO #:</b> <u>N<sup>o</sup> 7610</u>	<b>DATE:</b> <u>6/30/20</u>
<b>Ordered by:</b> _____	
<b>Dept:</b> _____	
<b>Account #:</b> _____	

Reference your \_\_\_\_\_, please deliver/ship the following items/services to place indicated above. Variation in quantity and/or quality will not be accepted unless otherwise indicated. Final date of delivery of all items or date of receipt of invoice, whichever is later, will be determining date for cash discount. **QUOTED PRICE WILL BE ADHERED TO.**

Date Required	Ship VIA	FOB	Buyer	Terms	Tax ID
Qty.	Description			Unit Price	Amount
ADDITIONAL INSTRUCTIONS:				<b>Subtotal</b>	
THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.				<b>Tax</b>	
<div style="font-family: cursive; font-size: 1.2em; margin-bottom: 5px;">Bonnie Swai</div> Finance Department				<b>Total</b>	
				Department Head	
WHITE—VENDOR		YELLOW—PURCHASER		PINK—FINANCE	

**Town of Southern Shores  
Budget Amendment Number # 21**

**Public Works**

**Increases**

**Decreases**

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
	<b>Revenues</b>				
40-39999	Transfer in from CRF	\$15,000			
	<b>Expenditures</b>				
59-50938	Shoreline Stabilization	\$15,000			
	<b>TOTAL</b>			<b>TOTAL</b>	\$ -

Explanation: Additional grass and sand fencing. Coming from the beach nourishment part of CRF

Recommended By:  
\_\_\_\_\_  
Cliff Ogburn, Town Manager

Approved By: Town Council  
\_\_\_\_\_  
Elizabeth Morey, Mayor

\_\_\_\_\_  
Date





## AGENDA ITEM SUMMARY

**MEETING DATE:** December 5, 2023

**ITEM TITLE:** Organization of Council and 2024 Meetings

**ITEM SUMMARY:** Organization of Council and 2024 Meetings

**After each election the newly elected (or re-elected) members must qualify for office by taking and subscribing the oath of office. In addition, the governing board must organize itself. The meeting at which these events take place is known as the organizational meeting.**

Election of Mayor Pro Tempore: 160A-70. Mayor pro tempore; disability of mayor.

At the organizational meeting, the council shall elect from among its members a mayor pro tempore to serve at the pleasure of the council. A councilman serving as mayor pro tempore shall be entitled to vote on all matters and shall be considered a councilman for all purposes, including the determination of whether a quorum is present. During the absence of the mayor, the council may confer upon the mayor pro tempore any of the powers and duties of the mayor. If the mayor should become physically or mentally incapable of performing the duties of his office, the council may by unanimous vote declare that he is incapacitated and confer any of his powers and duties on the mayor pro tempore. Upon the mayor's declaration that he is no longer incapacitated, and with the concurrence of a majority of the council, the mayor shall resume the exercise of his powers and duties. In the event both the mayor and the mayor pro tempore are absent from a meeting, the council may elect from its members a temporary chairman to preside in such absence.

County & Regional Council Committee Appointments

Dare County Gov-Ed Access Channel Committee: CURRENTtv is a collaboration to provide quality informational programming through two channels, the CURRENTtv Government and the CURRENT TV-Education. It is supported by the towns of Duck, Southern Shores, Kitty Hawk, Kill Devil Hills, Nags Head and Manteo, as well as Dare County Government, Dare County Schools, UNC Coastal Studies Institute and College of The Albemarle.

The channels are operated by the Government Education Access Channels Committee, which is composed of a representative from each participating entity.

[Interlocal Shared Use Agreement Among Participating Agencies](#) & [Amendment](#)

[Albemarle Rural Planning Organization \(ARPO\)](#): The Albemarle Rural Planning Organization (ARPO) serves Camden, Chowan, Currituck, Dare, Gates, Hyde, Pasquotank, Perquimans, Tyrrell and Washington counties.

Rural Planning Organizations were formed, by the North Carolina General Assembly, in order to involve rural county and municipal governments as well as the public in transportation issues in their regions.

Committees-The ARPO is made up of of RPO administrative staff and two Boards; the Rural Transportation Advisory Committee (RTAC) and the Rural Transportation Coordinating Committee (RTCC).

The RTAC consists of one elected official from each County, one elected official from each municipality and NCDOT staff. The TAC is the policy making body of the RPO and is currently chaired by Pasquotank County Commissioner Lloyd Griffin.

The RTCC is made up of one planner or county manager from each county and one planner or municipal government manager from each municipality. The TCC is the advisory committee to the TAC. The TCC is currently chaired by Columbia Town Manager Rhett White

Transportation Planning in Rural Areas-The Albemarle Commission has served as the lead planning agency for the ARPO since May 2002. Since that time, the RPO has been working cooperatively with the NC Department of Transportation, local officials and citizens to enhance transportation planning opportunities for rural areas in the ten county region.

The ARPO is responsible for:

- Developing long-range transportation plans for the region
- Providing transportation-related data to local governments
- Developing and prioritizing projects for the Transportation Improvement Program (TIP)
- Providing a forum for public involvement in the transportation planning process.
- Participating in the merger process.

[Tourism Board](#): The Outer Banks Visitors Bureau is the lead marketing and promotional agency for the Outer Banks of North Carolina and is funded by one percent of the occupancy tax and one percent of the prepared meals tax collected in Dare County. The towns and other agencies represented on the Tourism Board submit recommendations for their appointments to the Board of Commissioners for final approval. One County Commissioner serves on the Board and there are two at-large seats for which applications are accepted.

Meeting Date: 3rd Thursday of each month at 9:00 a.m.

Meeting Time: 9:00 AM

Meeting Place: Outer Banks Visitors Bureau, 1 Visitors Center Circle, Manteo, NC

2024 Council Meeting Schedule-Resolution #2023-12-01 (Motion to adopt schedule required)

[§ 143-318.12. Public notice of official meetings](#)

[§ 160A-71. Regular and special meetings; recessed and adjourned meetings; procedure.](#)



## 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

### COUNCIL MEETING SCHEDULE 2024

[NCGS §160A-71 and §143-318.12; Section 6. Rules of Procedure of Town Council]  
 Resolution #2023-12-01

**WHEREAS**, the Town Council of Southern Shores hereby resolves to notice and implement the following meeting schedule for calendar year 2024, and;

**WHEREAS**, all Regular and Special Meetings of the Council are scheduled to be held in the Kern P. Pitts Center of the Town Hall complex at the address above unless noticed otherwise.

**BE IT RESOLVED** that the monthly Regular Meetings of the Town of Southern Shores Town Council will take place on the dates and times as follows:

- Tuesday, January 9, 2024, 5:30 p.m. \*New Years' Holiday first week
- Tuesday, February 6, 2024, 5:30 p.m.
- Tuesday, March 12, 2024, 5:30 p.m. \*Primary Elections held March 5
- Tuesday, April 9, 2024, 5:30 p.m. \*Dare County School Spring break first week
- Tuesday, May 7, 2024, 5:30 p.m.
- Tuesday, June 4, 2024, 5:30 p.m.
- Tuesday, July 2, 2024, 5:30 p.m.
- Tuesday, August 6, 2024, 5:30 p.m.
- Tuesday, September 3, 2024, 5:30 p.m.
- Tuesday, October 1, 2024, 5:30 p.m.
- Tuesday, November 12, 2024, 5:30 p.m. \* Election Day November 5
- Tuesday, December 3, 2024, 5:30 p.m.

**BE IT RESOLVED** that Workshop Meetings of the Town of Southern Shores Town Council will take place as needed on the third Tuesday of each month at 9:00 a.m.

**BE IT FURTHER RESOLVED** that pursuant to North Carolina General Statute §143-318.10, each "official meeting" of the Council shall be open to the public regardless of whether such meeting is a "regular", "special", or "emergency" meeting, and regardless of whether any meeting is described informally as a "retreat", "forum", "session" or "workshop"; and pursuant to North Carolina General Statute §143-318.11, the Council may hold a "closed session" and exclude the public only when such closed session is required by law as enumerated in the referenced statute.

**BE IT FURTHER RESOLVED** that to process routine actions in an expeditious manner, a consent agenda will be utilized and administered as part of Council’s regular meeting agenda.

**BE IT FURTHER RESOLVED**, allowance of public comment will be placed on the agenda for each Regular Meeting of the Council, pursuant to NCGS §160A-81.1 and consistent with Section 17 of the Rules of Procedure of Town Council, for any citizen to address the Council on any matter not noticed on the agenda for a public hearing; as the meeting presiding officer, the Mayor is authorized to establish Rules for any public comment period.

Adopted this 5<sup>th</sup> day of December 2023

S E A L

\_\_\_\_\_  
Elizabeth Morey, Mayor

ATTEST:

\_\_\_\_\_  
Sheila Kane, Town Clerk



**Agenda Item Summary Sheet**

**Date: 12/5/23**

**Item #: 6**

**Item Title:** Presentation-Ken Willson with CPE-Beach Nourishment Monitoring Results

**Item Summary:** Ken Willson will present the results from the first survey of the beach after the recent nourishment project.

**Staff Recommendation:** n/a

**Requested Action:** n/a

**Attachments:** The draft report will be provided as soon as possible.



**Agenda Item Summary Sheet**

**Date: 12/5/23**

**Item #: 7**

**Item Title:** 13 Skyline Renovation Considerations

**Item Summary:** Staff will answer any questions concerning the list of items requested to make the appropriate maintenance and renovations to 13 Skyline. The renovations are intended to return the use to residential from office. Staff is requesting that the property become available for use as temporary housing for newly hired Police Officers.

The budget amendment is in the amount of \$36,150

- \$21,150 - renovations
- \$15,000 - \$450 annual water, \$1,200 annual electricity, \$528 pest control, \$11,669 legal fees

**Staff Recommendation:** Approval of budget amendment.

**Requested Action:** Council feedback on itemized list of renovations and approval of budget amendment to fund the renovations.

**Attachments:** Itemized list of items necessary to renovate the property at 13 Skyline Dr. to return it to residential use from office use.

Budget Amendment

Item Description	QTY	Cost Each	Cost Total
Vanity 43"	1	1200	\$ 1,200.00
Bath cab w/mirror lighted	1	400	\$ 400.00
Toilet & wax seal misc. shutoffs	1	500	\$ 500.00
Coastal Roof repair	1		\$ 1,500.00
Misc. plumbing, wiring, trim & nails	1		\$ 800.00
towel racks misc shelves			\$ 50.00
Ceiling fans Brms 52'	2	60	\$ 120.00
Ceiling Fan 60" Lroom	1	256	\$ 256.00
Elect boxes and braces wiring	10		\$ 950.00
Tub & shower kit surround 30x60x76.5	1		\$ 800.00
Shower faucet kit	1	99	\$ 99.00
Shower drain kit	1	50	\$ 50.00
Pain Sprayer elect	1		\$ 150.00
Paint KILZ Resto white	3	45	\$ 135.00
Curtains LRM 28"wx53"L	6	40	\$ 240.00
Bedroom curtains 32"wx53"L	8	40	\$ 320.00
Ceiling lights Brms Lrm	6	50	\$ 300.00
Bathroom Kitchen Flooring LVT	2	500	\$ 1,000.00
LR Carpet includes install	1		\$ 1,800.00
BRM flooring	2	1000	\$ 2,000.00
Washer & Dryer	1		\$ 1,200.00
Washer & Dryer hook			\$ 150.00
silverware, dishes, pots pans			\$ 250.00
2 fire ext 5 smoke alarms	7		\$ 120.00
Pump Septic			\$ 500.00
<b>Sub Total</b>			<b>\$ 14,890.00</b>

Contingency for furniture if necessary

sectional sofa	1	\$	2,100.00
chairs	2	135 \$	270.00
End tables	4	75 \$	300.00
Cofee table	1	\$	130.00
bed headboard sets queen	2	150 \$	300.00
Matresses queen	2	180 \$	360.00
bases queen	2	299 \$	400.00
bed frame qu	2	130 \$	260.00
Night stands Brooms	4	25 \$	100.00
Table lamps Brooms Lroom	7	20 \$	140.00
Large dresser	1	\$	200.00
wall mirrors	2	100 \$	200.00
Armoure Broom#2	1	\$	1,200.00
Kitchen table	1	300 \$	300.00
		\$	6,260.00
<b>Total</b>		<b>\$</b>	<b>21,150.00</b>



### Town of Southern Shores Budget Amendment Number # 22

#### Public Works- Streets Dept.

#### Increases

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
	<b>Revenues</b>	
40-39909	Unassigned Fund Balance	\$36,150
	<b>Expenditures</b>	
57-50994	13 Skyline Property	\$36,150
	<b>TOTAL</b>	

#### Decreases

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

Explanation: Amount not to exceed \$ 21,150 for renovations and \$15,000 for attorney fees and utility and maintenance costs

Recommended By:

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Cliff Ogburn, Town Manager

Approved By: Town Council

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Elizabeth Morey, Mayor

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Date