



**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, April 04, 2023 at 5:30 PM

AGENDA

Call Meeting to Order

Pledge of Allegiance

Moment of Silence

Amendments to / Approval of Agenda

Consent Agenda

1. Minute Approval-emailed
2. Budget Amendment #25-Cost of Surveying for Walkway on NC 12 From Ocean Blvd. to East Dogwood Trail
3. Resolution 2023.04.01-Sale of Police K9

Staff Reports

Deputy Town Manager/Planning Director

- Monthly Permit Reports
- Planning Board Update

Police Chief

Fire Chief

Town Manager

- Progress on Public Works building improvements.
- Update on Street Paving
- Update on Trinitie Culvert Bridge
- Update on Sidewalks
- Earth Day Activities
- Beach Nourishment
- FY 2024 Budget Planning

Town Attorney

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

Old Business

New Business

4. Discussion/Consideration of an Amendment to Sandski, LLC, Ocean Rescue Contract
 - a) Consideration of Amendment to Contract
 - b) Consideration of Budget Amendment #26

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

Council Business

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

Adjourn

Town of Southern Shores Budget Amendment Number # 25

Streets Increases			Streets Decreases		
<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
57-50993	NC 12 Walkway Ocean Blvd-E. Dogwood	\$14,000	57-50989	Pavement Plan Year 1	\$14,000
TOTAL			TOTAL		\$ 14,000

Explanation: Cost of surveying for walkway on NC 12 from Ocean Blvd. to East Dogwood Trail

Recommended By:

Cliff Ogburn, Town Manager

Approved By: Town Council

Elizabeth Morey, Mayor

Date



RESOLUTION AUTHORIZING SALE OF REAL PROPERTY
PURSUANT TO N.C.G.S. §160A-274
#2023.04.01

WHEREAS, North Carolina General Statute §160A-274 authorizes the Town of Southern Shores to sell real property to another governmental unit upon such terms and conditions as it deems wise, with or without consideration; and

WHEREAS, The Town of Southern Shores is the owner of a Belgian Malinois Shepherd, K-9 named Echo; and

WHEREAS, due to a resignation in the Town’s Police Department, K-9 Echo does not presently have a handler; and

WHEREAS, The Town has determined that it is not in the best interest of the Town for K-9 Echo to be boarded and inactive while awaiting a new handler to be assigned; and

WHEREAS, The Dare County Sheriff’s Office administers a K-9 Unit within their Department with a goal to create a safe work environment for law enforcement and to be more efficient in numerous tasks that occur through the use of these specially trained canines and their handlers; and

WHEREAS, the Town of Southern Shores desires to sell K-9 Echo to the Dare County Sheriff’s Department in support of their Departmental goals; and

WHEREAS, the Dare County Sherriff’s Office desires to purchase K-9 Echo from the Town of Southern Shores pursuant to the terms of the Agreement.

NOW, THEREFORE, BE IT RESOLVED the Town Council of the Town of Southern Shores, hereby agrees to sell K-9 Echo to the Dare County Sheriff’s Department for the sum of \$2,500, payable to the Town of Southern Shores; and

The Mayor or her designee are hereby authorized to execute all necessary documents on behalf of the Town in order to convey the Property to the Dare County Sheriff’s Office.

ADOPTED the 4th day of April, 2023.

ATTEST:

Elizabeth Morey, Mayor

Sheila Kane, Deputy Clerk



AGENDA ITEM SUMMARY

Meeting Date: April 4, 2023

Item Title: Discussion/Consideration of an Amendment to Sandski, LLC, Ocean Rescue Contract

Item Summary: The Town contracts with Surf Rescue, LLC to provide ocean rescue services from May 1 through October 15 annually. Mirek Dabrowski who owns Surf Rescue has indicated a challenge he has in recruiting lifeguards due to the wage increases offered by competing town and the National Park Service.

The following is a breakdown of total hours

training	May 15 - 31	2,184 hours
shared supervisor	May 1 - Oct 15	845 hours
2 guards / 2 atvs	May 20 - Sep 10	4560 hours
2 guards	June 10 - Aug 13	1300 hours
2 atvs	Sep 2 - Oct 15	880 hours
	\$3/hr increase	9748 \$29,245

Surf Rescue is requesting a \$29,245 annual increase be added to the remaining years on the contract. This would amount to a \$9,749 increase to cover the remaining months of this fiscal year and the full amount for the remaining three years.

	current		increase	new amount
FY 2021/2022	\$176,000			
FY 2022/2023	\$184,000	+	\$9,749	\$193,749
FY 2023/2024	\$192,000	+	\$29,245	\$221,245
FY 2024/2025	\$200,000	+	\$29,245	\$229,245
FY 2025/2026	\$208,000	+	\$29,245	\$237,245

Requested Action: Approve budget amendment and addendum to the ocean rescue service contract.

Attachments: **Current Surf Recue Contract
Addendum to the Contract**
Budget Amendment #26

THIS CONTRACT is made and entered into this the 4 day of May, 2021, by and between 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 SANDSKI, L.L.C. dba SURF RESCUE, SS/EID# 56-2195849, (hereinafter referred to as "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:

a. CONTRACTOR shall provide ocean rescue services, on behalf of the town, to the members of the public utilizing the Ocean, ocean beaches, and dispatched calls to the sound. CONTRACTOR shall conform to the 911 dispatch protocol for all non-police matters.

b. CONTRACTOR shall meet all standards set forth by the United States Lifesaving Association (USLA) for ocean lifeguards as detailed in the latest edition of the USLA booklet, "Guidelines for Open Water Lifeguard Training and Standards." A trained lifeguard will meet and maintain the following standards and requirements and will man each lifeguard position:

1. Will be at least 18 years of age at the time of the first workday.
2. Will have successfully completed ocean rescue training or have two years of experience as an ocean lifeguard.
3. Will have completed a basic CPR course of instruction.
4. Will have completed a basic first-aid course of instruction.
5. Will meet and maintain minimum physical qualifications for running, swimming and general fitness as established by the USLA training and standards guides.
6. Will be familiar with the operation and use of all rescue equipment and devices provided for use in rescue operations.
7. Will comply with all rules and regulations set forth by the Town.

c. CONTRACTOR shall provide a shared supervisor patrolling from 10:00 a.m. to 6:00 p.m. beginning May 1st until October 15th. Two (2) lifeguards will be positioned at two fixed lifeguard stands from 10:00 a.m. to 6:00 p.m. daily and two (2) ATV's patrolling beginning Saturday of Memorial Day Weekend through Monday of Labor Day Weekend from 10:00 a.m. to 6:00 p.m. A minimum of Two (2) ATV's will be patrolling from Labor Day through October 15th. In addition to the stands starting Memorial Day weekend there will be two (2) more stands that will be manned no later than the Third weekend of June until, and including, the second week of August from 10:00 a.m. to 6:00 p.m. The dates for the Stands will be determined prior to the start of each season.

d. CONTRACTOR shall provide, at a minimum, the following equipment:

1. four (4) wooden towers with an unobstructed view of the water at least six (6) feet above sand grade with an umbrella.
2. Portable communication equipment approved by the Town.
3. Personal protective equipment that meets or exceeds OSHA specifications.
4. a uniform identifying the individual as a "Lifeguard" that is distinctive in color to include: a sweatshirt, and sweatpants.
5. Binoculars for each Lifeguard
6. Rescue buoy for each Lifeguard
7. Swim fins for each Lifeguard
8. Whistle for each Lifeguard

e. CONTRACTOR shall implement a "red flag" warning system to alert the public to dangerous surf conditions. To the extent possible the CONTRACTOR shall utilize available flagpoles and flags. If this equipment is not available, the CONTRACTOR shall request funding to purchase such equipment from the Town Manager. Upon making the determination that dangerous surf conditions exist, the supervisor shall alert the Town Manager, the Chief of Police, and Fire Chief.

f. CONTRACTOR will not allow any advertising, on any equipment or uniform for any organization, business, service, person, or entity without the express permission of the Town Manager.

g. CONTRACTOR shall be responsible for maintaining and keeping all areas of the beach free of trash and debris, if the amount of debris exceeds normal expected amounts based on the use of the beach, due to a storm or other condition, the Town may negotiate with CONTRACTOR for additional debris removal services. In any event, the Town will provide disposal containers for debris removal when requested by CONTRACTOR and service the same containers.

h. CONTRACTOR shall coordinate with the Town, including the Chief of Police and the Fire Chief, and the County for adequate radio communications.

i. TOWN shall pay CONTRACTOR the following amounts for services rendered under this CONTRACT:

FY 2021/22	\$176,000
FY 2022/23	\$184,000
FY 2023/24	\$192,000
FY 2024/25	\$200,000
FY 2025/26	\$208,000

2. TERM OF CONTRACT

The term of the **Contract for Services** is from July 1, 2021 until December 31, 2026. The service periods are listed above under **Services to Be Provided**. This contract is subject to the appropriation of sufficient funds by the Town's governing board to make payment for the specified **Services** during the term of this contract and this contract may be terminated at any time if such funds are not appropriated. In the event the Contractor is unable to provide services in accordance with the terms and conditions of this contract, this contract may be immediately terminated by either party.

3. PAYMENT TO CONTRACTOR

The TOWN agrees to pay at the rates specified for SERVICES satisfactorily performed in accordance with this contract. Each payment will be One sixth the contract amount for that fiscal year. The fiscal year is defined as July 1 in any calendar year to June 30 of the following calendar year. Payments will be made on or around the 15th of each month in these months: July, August, September, October, May, June.

4. 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 set forth by the USLA.

5. INSURANCE AND INDEMNITY

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 its 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 shall acquire commercial general liability insurance coverage with a minimum limit of \$2,000,000.00 general aggregate, products/completed operations aggregate, personal and advertising injury and each occurrence including premises and operations. Independent contractors, products and completed operations, broad form property damage, explosion/collapse/underground coverage, and contractual liability shall be written on an as occurrence basis.

The CONTRACTOR shall acquire Business Auto Liability insurance coverage with a minimum limit of \$1,000,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability, to include owned vehicles, hired and non-owned vehicles, and employee non-ownership.

The TOWN shall be included as an additional named insured on the commercial general liability and business auto liability insurance policies. The CONTRACTOR shall furnish TOWN 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.

6. HEALTH AND SAFETY

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. 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 work and other persons who may be affected thereby.

7. 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.

8. 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.

9. 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.

10. CONTRACT DOCUMENTS/AMENDMENTS

This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto.

12. SIGNATURES

Both the TOWN and the CONTRACTOR agree to the above contract.

Witnessed or Attested By:



Witnessed or Attested By:

TOWN OF SOUTHERN SHORES

By: Cruz

Title: Town Manager

Date: May 6, 2021

CONTRACTOR

By: Phil Schulz

Title: Owner/MANAGER.

Date: 5/11/2021

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

Bonnie Swain
Finance Director

THIS ADDENDUM to CONTRACT ("CONTRACT" originally dated May 4, 2021) is made and entered into this the **4th day of April, 2023**, by and between 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 SANDSKI, L.L.C. d/b/a SURF RESCUE, SS/EID# 56-2195849, (hereinafter referred to as "CONTRACTOR"), party of the second part.

1. ADDENDUM TO SERVICES TO BE PROVIDED AND AGREED CHARGES are as follows:

i. TOWN shall Pay CONTRACTOR the following amounts for services under this CONTRACT:

FY 2021/2022	\$176,000			
FY 2022/2023	\$184,000	+	\$9,749	= \$193,749
FY 2023/2024	\$192,000	+	\$29,245	= \$221,245
FY 2024/2025	\$200,000	+	\$29,245	= \$229,245
FY 2025/2026	\$208,000	+	\$29,245	= \$237,245

2. TERM OF CONTRACT

The term of the Contract for Services is from July 1, 2021 until December 31, 2026

SIGNATURES

Both the TOWN and the CONTRACTOR agree to the above CONTRACT.

SANDSKI, LLC d/b/a SURF RESCUE

By: _____

Title: _____

Date: _____

WITNESS OR ATTEST BY:

**NORTH CAROLINA
DARE COUNTY**

**SERVICE CONTRACT
PURCHASE ORDER#**

Item 4.

TOWN OF SOUTHERN SHORES

By: _____

Title: _____

Date: _____

ATTEST:

Town Clerk

(TOWN SEAL)

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

Finance Director

**Town of Southern Shores
Budget Amendment Number # 26**

**Ocean Rescue
Increases**

**Ocean Rescue
Decreases**

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
	<u>Revenues</u>				
40-32900	Interest Income	\$9,749			
	<u>Expenditures</u>				
53-50300	Lifeguard & Ocean Rescue	\$9,749			
	TOTAL			TOTAL	\$ -

Explanation: Contractor requested increase to provide services

Recommended By:

Cliff Ogburn, Town Manager

Approved By: Town Council

Elizabeth Morey, Mayor

Date