



**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 06, 2024 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. Budget Amendments 1-14 (encumbered funds)
2. Budget Amendments #15 & #16
3. Minutes Approval (emailed)

#### **Presentations**

4. Promotion Recognition of Sergeant Christopher Simpson & 5 Years of Service Recognition.
5. Introductions & Ceremonial Swearing in of Police Officers, Sophia Wright and Tucker Melton
6. Presentation of the "Outer Banks Promise" by the Outer Banks Visitors Bureau

#### **Staff Reports**

Deputy Town Manager/Planning Director

Monthly Permit Report

Planning Board Update

Town Website Update-GIS

Fire Chief-Monthly Report

Town Attorney

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

#### **Old Business**

#### **New Business**

7. Dare County Motorola Flex RMS Interlocal Agreement
8. Public Hearing-consider ZTA-24-04, a Zoning Text Amendment application submitted by the Town of Southern Shores to amend Town Code Section 36-207(b) and Town Code Section 207(c) to establish planned unit developments as a special use, to amend Article IX by amending the review and approval process for planned unit developments, to amend Town Code Section 36-209 by adding cryptocurrency mining as a prohibited use in all zoning districts, and to amend Town Code Section 36-171 by establishing that a lot disturbance/stormwater management permit is required to remove trees greater than 6

inches in diameter, measured at 4.5 feet above the ground, within a front, side or rear yard (setback) on any unimproved lot in all zoning districts and the penalty for not obtaining a lot disturbance/stormwater management permit to remove trees greater than 6 inches in diameter, measured at 4.5 feet above the ground, within a front, side or rear yard (setback) on any unimproved lot in all zoning districts.

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

**Council Business**

- [9.](#) Consideration of Future Accessory Dwelling Unit (ADU) Discussions

**Adjourn**

**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>
	<b>Revenues</b>				
40-39909	Unassigned Fund Balance	\$28,094			
	<b>Expenditures</b>				
51-50175	Capital Outlay- Vehicle	\$28,094			
	<b>TOTAL</b>			<b>TOTAL</b>	\$ -

Explanation: Equipment for new police vehicles that were ordered but not received by June 30, 2024.

Recommended By:

Approved By: Town Council

\_\_\_\_\_  
Cliff Ogburn, Town Manager

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

\_\_\_\_\_  
Date

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

**Police**

**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>				
40-39909	Unassigned Fund Balance	\$9,627			
	<b>Expenditures</b>				
51-50151	Equipment Purchase	\$9,627			
	<b>TOTAL</b>			<b>TOTAL</b>	\$ -

Explanation: Police Radios ordered but not received before 6/30/24

Recommended By:

\_\_\_\_\_  
Cliff Ogburn, Town Manager

Approved By: Town Council

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

\_\_\_\_\_  
Date



































## AGENDA ITEM SUMMARY

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**MEETING DATE:** August 6, 2024

**ITEM TITLE:** Dare County Motorola Flex RMS Interlocal Agreement

**ITEM SUMMARY:**

As you may already know Dare County Communications (911) recently switched to a new Public Safety Records Management System and CAD dispatch system supported via Motorola Flex. With assistance from our town attorney's the initial interlocal agreement was reviewed and revised. The agreement is between Dare County, the Towns of Duck, Kill Devil Hills, Manteo, Kitty Hawk, Southern Shores, and Nags Head. This revised interlocal agreement has been reviewed and approved by each Police Chief.

**STAFF RECOMMENDATION:**

Recommend that Town Council authorize Town Manager to sign said/attached interlocal agreement. Each town listed above is being asked to authorize their respective Town Managers and Police Chiefs to sign this Interlocal Agreement with Dare County.

**REQUESTED ACTION:**

Motion to authorize Town Manager and Police Chief to sign interlocal agreement as presented.

**NORTH CAROLINA  
DARE COUNTY**

**INTERLOCAL AGREEMENT**

This INTERLOCAL AGREEMENT entered by and between Dare County and Town of Southern Shores, Town of Nags Head, Town of Kitty Hawk, Town of Kill Devil Hills, Town of Duck, and Town of Manteo, hereinafter referred to individually as a “party” and collectively as “the parties,” is executed pursuant to all applicable governing laws of the State of North Carolina. The parties acknowledge they have read and understand the terms and conditions contained herein. This Agreement sets forth provisions identifying the distribution of responsibilities, system management, and software services pertaining to the Motorola FLEX public safety software system. Each party does agree as follows:

**1.0 DEFINITIONS**

PARTIES: The entities directly associated with the Motorola FLEX public safety software system, which include Dare County and the Town of Southern Shores, Town of Nags Head, Town of Kity Hawk, Town of Kill Devil Hills, Town of Duck, and Town of Manteo.

SERVER SITE: The Dare County Sheriff’s Office will herein be referred to as the Server Site. As such, the dedicated server(s) for the software applications will be maintained and stored at the Server Site and its associated facilities.

CONNECTED SITES: Town of Southern Shores Police Department, Town of Nags Head Police Department, Town of Kity Hawk Police Department, Town of Kill Devil Hills Police Department, Town of Duck Police Department, and Town of Manteo Police Department will herein be referred to as the Connected Sites. As a shared entity utilizing the server(s) at the Dare County Communication Center, the software owned and operated by the Connected Sites will use the server(s) at the Server Site.

MOTOROLA FLEX SYSTEM: All references to the system, software, Motorola FLEX, Motorola FLEX system, or Motorola FLEX public safety system software refer to any version or parts of the public safety software applications provided by Motorola, Inc.

AUTHORIZED INDIVIDUAL: An Authorized Individual is one who has been given a unique username and password login to the Motorola FLEX System. Each Authorized Individual must be a current Employee In Good Standing, as defined below, of Dare County, Town of Southern Shores, Town of Nags Head, Town of Kity Hawk, Town of Kill Devil Hills, Town of Duck, or Town of Manteo, or an authorized IT Contractor in Good Standing designated by the Server Site, or a Connected Site, to assist or perform maintenance on the Motorola FLEX public safety software system at the Server Site or a Connected Site.

HIGH PRIORITY ISSUE: Issues that are critically impacting the Motorola FLEX public safety software system and the job performance of multiple users.

MEDIUM PRIORITY ISSUE: Issues that are impacting the Motorola FLEX public safety software system and the job performance of at least one user.

**LOW PRIORITY ISSUE:** Issues that are impacting the Motorola FLEX public safety software system but have a minimal impact on the job performance of users.

**EMPLOYEE IN GOOD STANDING:** An employee of one of the parties who has not been terminated for any reason; has not been relieved of duty pursuant to a criminal or administrative investigation; has not had his or her access to the Motorola FLEX public safety system software revoked or terminated for any reason; and has not been charged with a felony offense, or a misdemeanor offense listed in the most recent publication of the North Carolina Criminal Justice Education & Training Standards Commission/North Carolina Sheriffs' Education and Training Standards Commission Class B Misdemeanor Manual.

**IT CONTRACTOR IN GOOD STANDING:** An employee of an IT company that is under a current contract to provide IT services and assistance to Dare County, Town of Southern Shores, Town of Nags Head, Town of Kitty Hawk, Town of Kill Devil Hills, Town of Duck, or Town of Manteo; and who has not had his or her contract to provide such services and assistance terminated directly or indirectly for any reason; and who has not been charged with a felony offense, or a misdemeanor offense listed in the most recent publication of the North Carolina Criminal Justice Education & Training Standards Commission/North Carolina Sheriffs' Education and Training Standards Commission Class B Misdemeanor Manual; has been fingerprinted and remains in full compliance with all FBI Criminal Justice Information Services (CJIS) and NC SBI Division of Criminal Information (DCI) requirements.

**SYSTEM APPLICATIONS ADMINISTRATOR:** Often referred to as a "Super User," is a user of the Motorola FLEX public safety system software who has been given the ability to access all programs in the Motorola FLEX public safety software system and has "Administration Mode" privileges. Further, a Super User can view all partitions, and can access, add, modify, and delete all records on the Motorola FLEX public safety system software. System Applications Administrators are responsible for adding all new Authorized Individuals, Agency Administrators, and System Applications Administrators to the system. Only employees of the Server Site who are assigned to administer the Motorola FLEX public safety software system and who are sworn law enforcement officers or who have a need to assist in administering the Motorola FLEX public safety system software may possess System Applications Administrator rights.

**AGENCY ADMINISTRATOR:** Appointed by the Agency Head at each Connected Site, Agency Administrators have the ability to access the programs the employing Connected Site has purchased within the Motorola FLEX public safety software system, and the data specific to the Agency Administrator's employing Connected Site. Agency Administrators can also view partitions for the applicable Connected Site; access, add, modify, and delete records for the applicable Connected Site; make administrative changes to program settings for the applicable Connected Site; and have full authorization to modify, and delete their Connected Site's own Authorized Individuals' and Agency Administrators' access, rights, or privileges within the Motorola FLEX public safety software system. Each Agency Head shall have Agency Administrator privileges.

**AGENCY HEAD:** The chief of police at each Connected Site and the Sheriff at the Server Site.

## 2.0 DATA ENTRY AND USE

### 2.1 STANDARDS COMMITTEE

A Standards Committee will be established. The Standards Committee will be chaired by the Dare County Sheriff's Office Director of Communications and will include one member from each Connected Site, who is appointed by the chief of police from each Connected Site. Each appointee should be an Agency Administrator for their respective agency.

The Standards Committee shall initially meet within thirty (30) days after the execution of this Agreement and shall thereafter meet at least monthly to address issues arising with regard to: this Agreement; the Motorola FLEX public safety software system; polices, standards, and changes to the use of the Motorola FLEX public safety software system; or any other issue properly before the Standards Committee. At their initial meeting, the Standards Committee shall establish regular dates and times for its monthly meetings, and procedural rules for its meetings. The Server Site shall be responsible for scheduling the initial meeting of the Standards Committee with the Agency Heads or, if appointed, the Standards Committee member.

The Standards Committee shall also schedule special meetings upon the written request of any member of the Standards Committee or Agency Head, which special meetings may be to address any item set forth in the paragraph above.

Each member of the Standards Committee shall have one vote, with a simple majority needed, when voting to approve or disapprove standards and proposed changes to the Motorola FLEX public safety software system.

Members of the Standards Committee will also serve as the primary point of contact for communication regarding the Motorola FLEX public safety software system, between the Server Site and the Connected Site. Troubleshooting requests will be made electronically using a tracked system. Members of the Standards Committee should receive regular communication from the Server Site regarding the Motorola FLEX public safety software system.

The Standards Committee shall be responsible for making all decisions regarding standards, substantive changes, and policies regarding the Motorola FLEX public safety software system and its design and usage but shall not be responsible for the daily oversight of the said system.

The Server Site will make decisions, without a vote by the Standards Committee, regarding the standards and changes to the Motorola FLEX CAD and Jail modules.

## 2.2 DATA ENTRY STANDARDS

Terms of consistency are to include consistent vocabulary and references throughout the Motorola FLEX System as well as definitions for all code tables throughout the system.

## 2.3 GEOBASE SETUP AND ONGOING MAINTENANCE

It will be the responsibility of the Server Site to develop, update, and maintain all GeoBase files for all parties, including street center lines, partial layers, police zones, and common place names. The Connected Sites will have full authorization to work collaboratively with the Server Site to define these specifications for system users, and the Server Site shall update the GeoBase files based on input from the Connected Sites.

## 2.4 DATA SHARING

The Server Site shall allow the Connected Site to maintain separate records and data specific to each party's Motorola FLEX public safety software system. Each party will have access to computer programs and stored data within the Motorola FLEX public safety software system. Access to the Connected Site's data will be established and directed by the Server Site with the Connected Site's participation and approval. Data entered into the system by any party becomes a part of the server database and will be subject to maintenance or archival procedures as determined by the Server Site, the Standards Committee, or as required by law.

Any Connected Site may partition data applicable to its GeoBase files or entered into the Motorola FLEX public safety software system by its own Authorized Individuals or Agency Administrators into the Motorola FLEX public safety software system, so that no other Connected Site may access that partitioned data ("Partitioned Data"). Each party shall have access to data entered into the Motorola FLEX public safety software system by another party unless that data is Partitioned Data.

## 2.5 USE OF DATA

No party will sell, give, loan, lease or otherwise transfer title, possession, or allow access or use of any of the data or screens by any person, firm, corporation, or association, other than the party's respective Authorized Individuals, Agency Administrators, or System Applications Administrators, without prior written approval from all parties. Each party acknowledges and agrees that any party may deny the aforementioned acts to be undertaken by the other party.

Dissemination of data or information is the responsibility of each party and shall be consistent with the provisions of this Agreement. Each party shall ensure that its Authorized Individuals, Agency Administrators, and System Applications Administrators, as applicable, do not disclose data obtained through the Motorola FLEX public safety software system except as permitted by this Agreement or as required by law.

## 2.6 NON-PUBLIC RECORDS

Pursuant to NCGS Sections 132-1.4 and 132-1.4A, records entered into the Motorola FLEX public safety software system may not be subject to disclosure pursuant to the North Carolina Public Records Act, NCGS Section 132-1 et seq. Thus, before any records entered into the Motorola FLEX public safety software system is treated as a public records subject to disclosure under NCGS Sections 132-1 et seq., the party proposing to disclose the records as public records shall make a determination as to whether the records are exempt from such disclosure pursuant to NCGS Sections 132-1.4 and 132-1.4A and shall share its determination with the other parties before any data is disclosed as public records.

## 2.7 SYSTEM USE

The Motorola FLEX public safety software system is intended for use by the Server Site and Connected Site's public safety employees only, and then only to the extent that the public safety employees are Authorized Individuals, Agency Administrators, or System Applications Administrators.

Use of the Motorola FLEX public safety software system shall be in compliance with U.S. Department of Justice, Federal Bureau of Investigations, Criminal Justice Information Security Policy, and NC State Bureau of Investigation Policy.

### **3.0 SECURITY**

Extent of access shall conform to the regulations set forth in applicable federal, state, and local law.

#### **3.1 SECURED SYSTEM ACCESS**

Access to the Motorola FLEX public safety software system will only be allowed through a virtual private network (VPN) established and maintained by Dare County.

#### **3.2 AUTHORIZED INDIVIDUAL USERS**

Subject to the limitations provided in this Agreement, each Connected Site will have full authorization to add, modify, and delete that Connected Site's own Authorized Individuals and Agency Administrators' access, rights, or privileges within the Motorola FLEX public safety software system.

The Server Site will not add, modify, or delete any access, rights, or privileges of an Authorized Individual or Agency Administrator employed by a Connected Site within the Motorola FLEX public safety software system without written consent from the applicable Connected Site.

#### **3.3 USER PERMISSIONS**

Each user of the Motorola FLEX public safety software system shall have a unique user account with a unique password, thereby identifying the user's identity and the user's access authority as an Authorized Individual, Agency Administrator, or System Applications Administrator.

Authorized individual permissions shall include, as appropriate, system rights of the user, accessibility to specific modules and applications, ability to view, modify, delete, and print any aspect of the Motorola FLEX public safety software system as defined by approved permissions for each Authorized Individual user.

A user's account will provide a method of accounting for access to information.

Sharing of accounts within a Connected Site is expressly prohibited.

#### **3.4 SECURITY PRIVILEGES**

Connected Sites reserve the right to make decisions and establish all security privileges pertaining to the Connected Site's data stored within the Motorola FLEX public safety software system.

#### **3.5 SECURITY AND INTEGRITY**



The Server Site's network shall remain, and the Server Site shall ensure that its network remains protected from internet threats with firewall security to prevent unauthorized access via the internet or internally. The Connected Site is responsible for securing its own organization's computer resources against all unauthorized access.

By the tenth 10th day of each month, the Server Site shall provide each Agency Head with a full audit report for the month just ended that shows: all authorized users of the Motorola FLEX public safety software system; whether each such user is an Authorized Individual, Agency Administrator, or Systems Applications Administrator; which of the applicable Connected Site's files were accessed by each user of the Motorola FLEX public safety software system; and when such files were accessed. Any such report shall also be provided by the Server Site for any specified period upon at least five (5) days prior request from an Agency Head requesting the report and applicable period for which the report shall be provided.

#### **4.0 SYSTEM ADMINISTRATION**

The Server site will only allow personnel employed by the Server Site who are assigned to administer the Motorola FLEX public safety software system to possess System Applications Administrator rights. The Server Site shall enact internal policy that prohibits System Applications Administrators from disseminating information protected by law or manipulating or altering, in any way, data within the Motorola FLEX system without the consent of the Standards Committee. The Server Site shall provide each Agency Head with a copy of their internal policy within 90- days of the date this agreement is executed.

By majority vote of the Standards Committee, an Authorized Individual employed by a Connected Site may be granted System Applications Administrator rights. If an Authorized Individual is granted these rights, the employing Connected Site shall enact internal policy that prohibits the System Applications Administrator from disseminating information protected by law or manipulating or altering, in any way, data within the Motorola FLEX system without the consent of the Standards Committee. The Connected Site shall provide the Server Site and each Agency Head with a copy of their internal policy within 90 days of the date an Authorized Individual employed by that Connected Site is granted System Applications Administrator rights.

Each Connected Site is entitled to two Agency Administrators, in addition to its Agency Head, who will have full system access to administer the modules and features specific to the Connected Site's Motorola FLEX public safety software system. Each Agency Administrator will have full access and authorization to add, modify, and delete any data or information from the areas within the Motorola FLEX public safety software system that are specific to the Connected Site that employees the Agency Administrator.

#### **5.0 EQUIPMENT & CONNECTIVITY**

##### **5.1 EQUIPMENT AT THE SERVER SITE**

The Server Site, at its own cost and expense, shall maintain the network, server(s), firewall, backup devices, etc. that run and house the data applicable to the Motorola FLEX public safety software system.

## 5.2 SERVER CONNECTIVITY

Each party is responsible for maintaining its own internet connectivity to the Server Site.

## 5.3 HARDWARE MAINTENANCE

The Server Site shall, at its own cost and expense, maintain a maintenance contract, with all hardware vendors at all times, including backup generator(s) or reserved power supplies, for all hardware that supports the Motorola FLEX public safety software system. The Server Site shall renew these hardware contracts as necessary with all involved entities.

## 5.4 MINIMUM END-USER HARDWARE SPECIFICATIONS

Computers (laptops or PCs) with access to the Motorola FLEX public safety software system that are owned, leased, or otherwise under the control of each Connected Site, will meet or exceed the "minimum hardware specifications" established by Motorola, Inc. for the Motorola FLEX public safety software system.

Each party will be responsible to maintain its own end-user hardware.

## 5.5 ACCESS TO MOTOROLA FLEX SYSTEM PUBLIC SAFETY SOFTWARE SYSTEM

The Server Site will do everything within reason to ensure that the Connected Sites are able to access to the Motorola FLEX public safety software system 24x7x365. Should availability to the Motorola FLEX public safety software system be disrupted or terminated for any reason whatsoever, the Server Site will immediately notify the Connected Sites of the lapse in system access.

Each party is responsible for its own access to the server. Should access to the server lapse for a party, the individual party is responsible to work with appropriate parties to restore system access as soon as possible, and to further provide notification to the other parties when system availability is restored.

## 5.6 MOTOROLA FLEX SYSTEM PUBLIC SAFETY SOFTWARE SYSTEM NETWORK AVAILABILITY

The Motorola FLEX public safety software system availability objective is 95% 24x7x365.

## 5.7 MOTOROLA FLEX SYSTEM PUBLIC SAFETY SOFTWARE SYSTEM NETWORK MAINTENANCE

The Motorola FLEX public safety software system and the Server Site network will be available as set forth in this section with the following exceptions:

### 5.7.1 SCHEDULED PREVENTATIVE MAINTENANCE

The Server Site reserves the right to schedule preventative maintenance on all systems. Preventative maintenance will be scheduled on a normal cadence. The Server Site will provide the Connected Sites with a minimum of two weeks' notice, via electronic mail, before preventative maintenance is performed. The Server Site will attempt to minimize the

impacts to the Connected Sites while preventative maintenance is being performed.

All parties agree and acknowledge that scheduled preventative maintenance may result in loss of service to the Motorola FLEX public safety software system for a period of time.

#### 5.7.2 SOFTWARE AND HARDWARE UPGRADES OR MODIFICATIONS

If upgrades, additional modules, or new hardware are determined necessary and acceptable by all parties, the Server Site will determine the most appropriate time for scheduled modifications to minimize the impact to all parties.

Software and hardware upgrades or modifications differ from normally scheduled maintenance, in that the Motorola FLEX public safety software system may be unavailable for duration of the upgrade, which conceivably may be 24-hours or longer.

The Server Site will provide the Connected Sites with a minimum of one month's notice, via electronic mail, before software or hardware upgrades or modifications are performed. The Server Site will attempt to minimize the impacts to the Connected Sites while software or hardware upgrades or modifications are being performed.

#### 5.7.3 EMERGENCY MAINTENANCE

The Server Site will coordinate emergency maintenance with the Connected Sites whenever necessary and possible.

### 5.8 SERVER SITE INFORMATION TECHNOLOGY SUPPORT

The Server Site's Information Technology Department will provide 24x7x365 support for system servers that support the Motorola FLEX public safety software system.

For Low Priority Issues, the Connected Site's designated Standards Committee Member should submit a service ticket to the Server Site's Information Technology Department via the Server Site's automated ticketing system. The Server Site shall use its best efforts to resolve any Low Priority Issues within 72 (seventy-two) hours after being informed of such issue.

For High priority issues that arise during business hours, Connected Site's supervisors should contact the Dare County Sheriff's Office Communications Director by telephone. The Server Site shall use its best efforts to resolve any High Priority Issues within 8 (eight) hours after being informed of such issue. The Server Site shall use its best efforts to resolve any High Priority Issue within 24 (twenty-four) hours after being informed of such issue.

For High priority issues that arise outside business hours, Connected Site's supervisors should call the 9-1-1 Communication Center at 252-473-3444 and report the issue to the on-duty supervisor. The on-duty supervisor will make the appropriate notification to the on-call System Applications Administrator from the Server Site's Information Technology Department.

### 5.8.1 SERVICE TICKETING

The Server Site will use an automated ticketing system to accept, process, assign a priority level (i.e., Low, Medium, or High) and log the resolution of Motorola FLEX public safety software system issues, regardless of whether such issues are reported by email the Server Sites automated ticketing system or telephone, as set forth in Section 5.8, above. When a support ticket is entered, the automated ticketing system will route the service ticket to the Dare County Sheriff's Office Director of Communications, Agency Heads, Agency Administrators, and the system administrators assigned to administer the Motorola FLEX public safety software system. The Server Site shall also ensure that all Agency Administrators and the Standards Committee shall also receive confirmation of the issue submission and an explanation of the service ticket resolution.

### 5.9 MOTOROLA INFORMATION TECHNOLOGY SUPPORT

The Server Site will ensure that Agency Heads, Agency Administrators, and the IT Contractor in Good Standing at each Connected Site are authorized to contact Motorola technical support via telephone or online portal to obtain technical support related to the functionality of programs and modules within the Motorola FLEX public safety software system.

### 5.10 CONFIGURATION MANAGEMENT

All configuration changes to the Motorola FLEX public safety software system will be made by the Server Site in coordination with the Connected Sites.

Requests for configuration changes to the Motorola FLEX public safety software system from the Connected Sites may come from the Connected Site's designated Standards Committee Member, or the Agency Administrator.

The Server Site shall not to perform any configuration changes to the Motorola FLEX public safety software system server(s), with the exception of configuration changes to the Motorola FLEX CAD or Jail modules, the without majority consent from the Standards Committee.

If a change is a Motorola FLEX public safety system software or hardware upgrade, modification, or configuration affecting all parties, refer to subsection 5.7.2 for the notification requirement.

Connected Sites shall not perform any configuration changes to the Server Site's hardware.

### 5.11 DISASTER RECOVERY, BACKUP, & ARCHIVING

The Server Site's is responsible for ensuring full nightly backups are completed successfully. In addition to nightly backups, the Server Site will ensure that disaster recovery procedures are in place and current in order to accommodate system failures, infrastructure failures, etc. so that the Motorola FLEX public safety software system will be accessible from the secondary data center.

The Server Site shall enact an internal data breach policy and an IT disaster recovery plan. The Server Site shall provide each Agency Head with copies of these documents within 90-days of the date this Agreement is executed.

The Server Site, in cooperation with all Connected Sites, shall coordinate and execute a planned

fail-over to the secondary data center on a quarterly basis. The Server Site shall provide to Agency Heads, in writing, documentation of the testing and the outcome of said testing.

## 6.0 TERMS OF CONTRACT

### 6.1 TERMINATION OF MOTOROLA FLEX LICENSE OR SUPPORT AGREEMENT

If any party should terminate its Motorola FLEX public safety software system license or support contract with Motorola Inc., the party will provide written notice to the other parties at least 30 days prior to the contract's termination. Upon such termination, said party shall no longer be a party to this Agreement, but this Agreement shall remain in full force and effect as to the other parties.

Any party may terminate its status as a party to this Agreement upon at least sixty (60) days written notice to the other parties. Upon such termination, said party shall no longer be a party to this Agreement, but this Agreement shall remain in full force and effect as to the other parties.

The party maintaining the license or support contract with Motorola FLEX reserves the right to keep its own license and/or support contract with the vendor as well as all system data belonging to the party.

At such time as the Motorola FLEX public safety system software is no longer used by the parties and is replaced with any other software, Dare County, at its own expense, shall be responsible for migrating all data from the Motorola FLEX public safety system software to the new software.

### 6.2 TERMINATION OF INTERLOCAL AGREEMENT BETWEEN SERVER SITE AND CONNECTED SITE

This Agreement may be terminated upon mutual agreement of all parties by providing written notice of such termination. Termination will be effective on the date stated in the notice so long as the notice is properly given at least 120 days prior to such date. This Agreement may be immediately terminated without notice upon an event of default. Should an event of default occur, there will be 10 business days allowed for the defaulting party to remedy the situation prior to Agreement termination. Events of default include but are not limited to the following:

- a) One party uses data or gives someone access to data from the Motorola FLEX public safety system software in a manner that is inconsistent with this Agreement.
- b) Unauthorized copying of data entered into the Motorola FLEX public safety system software.
- c) The Agreement is determined to be in conflict with Federal or state law, or Town resolutions, or ordinances which are in effect at the time of this Agreement or may be imposed in the future and such conflict cannot be remedied by the Standards Committee.
- d) One party sells, gives, leases, or loans access to the screens of the data contained in the Motorola FLEX public safety system software to any person other than an Authorized Individuals, Agency Administrators, and System Applications Administrators without the express written approval of the other parties.
- e) One party allows access to the screens of the data contained in the Motorola FLEX public safety system software to be used as a list of individuals for commercial purposes.
- f) One party allows the connection, directly or indirectly, of a computer network that can access the Motorola FLEX public safety system software when the connecting person or entity is outside of the Server Site's or the Connected Site's control.

### 6.3 DATA MIGRATION

Upon the termination of this Agreement as to any one or all of the parties, each party whose status as a party to this Agreement is being terminated shall have the right, within 120 days after said termination, to have its data migrated from the Motorola FLEX public safety system software that is governed by this Agreement to the terminated party's own software system. Dare County and the Server Site shall assist and cooperate, at their own cost, with this data migration.

### 6.4 LIMITATION OF LIABILITY

The information supplied by the Server Site or by any Connected Site described herein is provided on an "as is" basis "with all faults."

The obligations of each party and the rights and remedies of each party set forth in this Agreement are exclusive and in substitution for all the warranties, obligations, and liabilities of the applicable party.

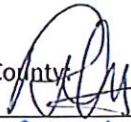
All concerns will be brought forth to the Standards Committee and if required, escalated to the appropriate governing authority. If any legal action is required it will be resolved, if possible, through North Carolina mediation rules. The parties would be responsible for their own costs and split any mediation fees equally.

### 6.5 REPLACEMENT OF PRIOR INTERLOCAL AGREEMENTS

Dare County and the Town of Duck entered into a certain Interlocal Agreement on or about Dec. 19, 2022 regarding the Motorola FLEX public safety software project (the "Duck Agreement"). Dare County and the Town of Southern Shores entered into a certain Interlocal Agreement on or about Dec. 19, 2022 regarding the Motorola FLEX public safety software project (the "Southern Shores Agreement"). Dare County and the Town of Nags Head entered into a certain Interlocal Agreement on or about Dec. 19, 2022 regarding the Motorola FLEX public safety software project (the "Nags Head Agreement"). Dare County and the Town of Kitty Hawk entered into a certain Interlocal Agreement on or about Dec. 20, 2022 regarding the Motorola FLEX public safety software project (the "Kitty Hawk Agreement"). Dare County and the Town of Kill Devil Hills entered into a certain Interlocal Agreement on or about Dec. 20, 2022 regarding the Motorola FLEX public safety software project (the "Kill Devil Hills Agreement"). Dare County and the Town of Manteo entered into a certain Interlocal Agreement regarding the Motorola FLEX public safety software project (the "Manteo Agreement"). This Agreement is intended to, and shall, replace the Duck Agreement, Southern Shores Agreement, Nags Head Agreement, Kitty Hawk Agreement, Kill Devil Hills Agreement, and Manteo Agreement (collectively, the "Prior Agreements"). Upon the execution of this Agreement by all parties, the Prior Agreements shall become null and void and of no force or effect and shall be replaced in their entirety by this Agreement.

### 7.0 ACCEPTANCE

The governing boards of Dare County and the Town of Southern Shores, Town of Nags Head, Town of Kitty Hawk, Town of Kill Devil Hills, Town of Duck, and Town of Manteo hereby mutually acknowledge and accept the terms and conditions of this Agreement.

Dare County:   
 By: \_\_\_\_\_  
 Name: Robert L. Outten  
 Title: County Manager/Attorney  
 Date: 6/3/24

Town of Southern Shores:

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Town of Nags Head:

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Town of Duck:

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Town of Kity Hawk:

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Town of Manteo:

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Town of Kill Devil Hills

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

[signatures continued on the following pages]

The undersigned hereby agrees to become bound by, and by its signature shall become bound by, the provisions of the Agreement applicable to the Server Site and the Dare County Sherriff's Office.

Dare County Sherriff's Office:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Each of the undersigned hereby agrees to become bound by, and by its signature shall become bound by, the provisions of the Agreement applicable to it as a Connected Site and as an Agency Head.

Town of Southern Shores Police Department:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Town of Duck Police Department:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Town of Manteo Police Department:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[signatures continued on the following page]



Town of Nags Head Police Department:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Town of Kity Hawk Police Department:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Town of Kill Devil Hills Police Department:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** August 6, 2024

**ITEM TITLE:** Public Hearing-Consider ZTA-24-04

**ITEM SUMMARY:**

At the February 6, 2024 Town Council meeting, the Town Council directed Town Staff to draft Town Code amendments to modernize the Town Code. As a result, Town Staff has drafted ZTA-24-04 which includes amendments to Town Code Section 36-207(b) and Town Code Section 207(c) to establish planned unit developments as a special use, to amend Article IX by amending the review and approval process for planned unit developments, and to amend Town Code Section 36-209 by adding cryptocurrency mining as a prohibited use in all zoning districts. At the June 17, 2024 Planning Board meeting, the Planning Board directed Town Staff to draft amendments to Town Code Section 36-171 to establish that a lot disturbance/stormwater management permit is required to remove trees greater than 6 inches in diameter, measured at 4.5 feet above the ground, within a front, side or rear yard (setback) on any unimproved lot in all zoning districts and the penalty for not obtaining a lot disturbance/stormwater management permit to remove trees greater than 6 inches in diameter, measured at 4.5 feet above the ground, within a front, side or rear yard (setback) on any unimproved lot in all zoning districts, which are also included in the ZTA.

**STAFF RECOMMENDATION:**

Town Staff has determined that the proposed amendments are consistent with the Town's currently adopted Land Use Plan and Town Staff recommends approval of the application. The Town Planning Board recommended approval (4-1) of the application at the July 15, 2024 Planning Board meeting.

**REQUESTED ACTION:**

Motion to approve ZTA-24-04.

## STAFF REPORT

**To:** Southern Shores Town Council  
**Date:** August 6, 2024  
**Case:** ZTA-24-04  
**Prepared By:** Wes Haskett, Deputy Town Manager/Planning Director

### GENERAL INFORMATION

**Applicant:** Town of Southern Shores  
**Requested Action:** Amendment of the Town Zoning Ordinance by amending Town Code Sections 36-207(b), 36-207(c), 36-209, 36-171, and Article IX.

### ANALYSIS

At the February 6, 2024 Town Council meeting, the Town Council directed Town Staff to draft Town Code amendments to modernize the Town Code. As a result, Town Staff has drafted ZTA-24-04 which includes amendments to Town Code Section 36-207(b) and Town Code Section 207(c) to establish planned unit developments as a special use, to amend Article IX by amending the review and approval process for planned unit developments, and to amend Town Code Section 36-209 by adding cryptocurrency mining as a prohibited use in all zoning districts. At the June 17, 2024 Planning Board meeting, the Planning Board directed Town Staff to draft amendments to Town Code Section 36-171 to establish that a lot disturbance/stormwater management permit is required to remove trees greater than 6 inches in diameter, measured at 4.5 feet above the ground, within a front, side or rear yard (setback) on any unimproved lot in all zoning districts and the penalty for not obtaining a lot disturbance/stormwater management permit to remove trees greater than 6 inches in diameter, measured at 4.5 feet above the ground, within a front, side or rear yard (setback) on any unimproved lot in all zoning districts, which are also included in the ZTA. The Town's currently adopted Land Use Plan contains the following Policies that are applicable to the proposed ZTA:

- **LUC 3:** Preserve the low-density nature of the residential community on large (20,000+ sqft) lots, wherever possible, and keep the commercial district small and contained on the southern end of Town.
- **LUC 10:** Monitor and preserve maritime forests and other tree canopy coverage.

### RECOMMENDATION

Town Staff has determined that the proposed amendments are consistent with the Town's currently adopted Land Use Plan and Town Staff recommends approval of the application. The Town Planning Board recommended approval (4-1) of the application at the July 15, 2024 Planning Board meeting.



# Town of Southern Shores

5375 N. Virginia Dare Trail, Southern Shores, NC 27949  
Phone 252-261-2394 / Fax 252-255-0876  
info@southernshores-nc.gov  
www.southernshores-nc.gov

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

Date: 7 / 2 / 2024 Filing Fee: \$200 Receipt No.: N/A Application No.: ZTA-24-04

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

Please check the applicable Chapter/Article:

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

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

### Applicant

Name Town of Southern Shores

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

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

### Applicant's Representative (if any)

Name \_\_\_\_\_

Agent, Contractor, Other (Circle one)

Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

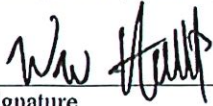
Property Involved:  Southern Shores  Martin's Point (Commercial only)

Address: \_\_\_\_\_ Zoning district \_\_\_\_\_

Section \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_ Lot size (sq.ft.) \_\_\_\_\_

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

Change To:  Zoning Map  Zoning Ordinance

Signature 

Date 7-2-24

\* Attach supporting documentation.





**Town of Southern Shores**

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

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

info@southernshores-nc.gov

www.southernshores-nc.gov

ZTA-24-04

7-15-24

Ordinance 2024-XX-XX

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

**ARTICLE I. Purpose(s) and Authority.**

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

**WHEREAS**, in accordance with the finding above, the amendment of the Town’s Zoning Ordinance and Town Code Ordinances as stated below will serve a public purpose and advances the public health, safety and general welfare.

**WHEREAS**, the amendment of the Town’s Zoning Ordinance and Town Code Ordinances as stated below is based on reasonable consideration, among other things, as to the character of the district, suitability for uses in the area, conserving value of buildings and encouraging the most appropriate use of land throughout the Town.

**WHEREAS**, the Town’s currently adopted Land Use Plan contains Policies and Action Items that are applicable to the amendments, including but not limited to the following:

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

**Policy 26:** Promote open space, tree protection, and natural vegetation diversity.

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**Action Item 26-b:** Encourage lot preparation methods that preserve natural vegetation and minimize clear cutting.

**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 Zoning Ordinance shall be amended as follows:

**PART I.** That **Sec. 36-171. Lot disturbance and stormwater management.** Be amended as follows:

**Sec. 36-171. Lot disturbance and stormwater management.**

Subject to the requirements of G.S. 160D-1110(e), if applicable, in all town zoning districts, no grading, filling, or other alteration of the topography or elevation of any unimproved lot, or demolition and clearing of improved property, nor any manmade change to any improved real estate resulting in the discharge of stormwater onto adjacent property and requiring a building permit, shall be undertaken prior to the issuance of a lot disturbance-stormwater management permit by the zoning administrator.

- (1) All applications for lot disturbance and stormwater management shall be accompanied by a survey and site plan of the proposed improvements prepared by a state licensed professional surveyor, engineer, architect or other person duly authorized by the state to prepare such plans showing the actual dimensions and shape of the lot, and showing the surveyed pre-disturbance ground elevation at the corners of the proposed structure referenced to mean sea level. The application shall also describe the disturbance or development activity which is proposed for the lot. The application and accompanying survey shall be sufficiently detailed for the zoning administrator to confirm that following construction of the proposed improvements the property will retain all stormwater generated by a one and one-half inch rain event and will not adversely affect any stormwater management system previously constructed by the town or on adjacent properties. No fill material may be re-distributed or placed on a lot in the rear or side setback areas unless the final horizontal-to-vertical slope is equal to or less than 3:1. This shall be calculated from the finished final grade to the rear and side property lines. The burden shall be on

1 the applicant to make such a showing, and the zoning administrator, in his  
 2 discretion, may request reasonable additional information to make a decision on  
 3 the application.

4  
 5 (2) Upon inspection, the zoning administrator shall confirm that the survey detail  
 6 submitted conforms generally to the pre-disturbance condition of the lot with  
 7 respect to its elevations, and that the proposed disturbance activity will not  
 8 create any hazards or disturb land or lots other than that owned by the applicant  
 9 or his agent. The zoning administrator shall make such notation or comments  
 10 on the permit as needed to further establish the pre-disturbance topography and  
 11 elevation of the lot for later use in determining the permitted height of any  
 12 structures subsequently constructed on said lot. The zoning administrator may  
 13 modify an existing lot disturbance and stormwater management permit  
 14 requirement during the construction process.

15 (3) The zoning administrator is hereby authorized to include requirements in the  
 16 permit which minimize the disturbance or damage of any adjacent lots or land,  
 17 including any reasonable conditions meeting current best management practices  
 18 for retaining all stormwater generated by a one and one-half inch rain event. All  
 19 required stormwater improvements shall be maintained in a manner that  
 20 ensures that the improvements will continue to satisfy all applicable  
 21 requirements in the issued permit. When required by the zoning administrator, a  
 22 certification executed by the person duly authorized by the state to prepare such  
 23 plans attesting to compliance with all applicable stormwater requirements shall  
 24 be shown on the survey.

25  
 26 (4) In addition to the provisions above, in ~~the general commercial~~ all town zoning  
 27 districts, no removal of trees greater than 6 inches in diameter, measured at 4.5  
 28 feet above the ground, within a front, side or rear yard (setback) on any  
 29 unimproved lot, shall be undertaken prior to the issuance of a lot disturbance-  
 30 stormwater management permit by the zoning administrator.

31  
 32 a. It shall be an offense for any person to remove a tree in violation of the  
 33 provisions of this section. It shall be an offense for a property owner to  
 34 employ, authorize or direct any third person or entity to remove a tree in  
 35 violation of the provisions of this section.

36  
 37 b. A separate offense shall be deemed to have been committed for each tree  
 38 removed in violation of the provisions of this section.

39  
 40 c. When a tree is removed in violation of this ordinance, a warning citation  
 41 shall be issued to the offender allowing 30 days to abate the violation. A

1 replacement tree similar in size shall be required to abate the violation. If  
2 the violation is not abated within 30 days, the offender shall be subject to a  
3 civil penalty in accordance with town code section 1-6(d).

4  
5 **PART II.** That **Sec. 36-207. C general commercial district.** Be amended as follows:  
6

7 **Sec. 36-207. C general commercial district.**

8 ...

9  
10 (b) *Permitted uses.* The following uses shall be permitted by right:

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12 ...

13  
14 (~~6~~) ~~Planned unit developments in accordance with article IX of this chapter.~~

15 (~~7~~6) Parking lots and sewage treatment drainfields, when located on a lot which is  
16 adjacent to and adjoins real property in an adjacent municipality, upon which a  
17 principal building or use has been approved by the municipality, and to which  
18 the parking lot and sewage treatment drainfields are necessary or incidental.

19 (~~8~~7) Collocations and eligible facilities requests in compliance with section 36-  
20 175(c).

21 (~~9~~8) Estuarine bulkheads must be permitted by all applicable local, state and federal  
22 agencies having jurisdiction.

23 (~~10~~9) Event facilities.

24 a. Customer parking requirements for event facilities shall be one space for  
25 each 150 square feet of floor area;

26 b. A septic permit must be obtained from the county health department to  
27 accommodate the maximum number of attendees permitted.

28 c. Food preparation shall meet all local and state requirements.

29 d. All events in which alcohol is to be served shall not be held until an  
30 approved state ABC permit has been issued.

31 e. All events shall be in compliance with all Town Code requirements,  
32 including the town noise ordinance.

33 (~~11~~10) Produce stands. The retail sale of fruits, vegetables, plants, and other  
34 agricultural and horticultural products subject to the following requirements:



- 1 a. All stands shall meet the yard requirements for the C general commercial
- 2 district;
- 3 b. No sales shall be conducted between 8:00 p.m. and 7:00 a.m.;
- 4 c. No additional lighting shall be allowed;
- 5 d. All stands shall comply with all applicable Dare County Health
- 6 Department requirements and N.C. Department of Agriculture
- 7 requirements;
- 8 e. Only one stand per lot shall be allowed;
- 9 f. When located on a lot with 50 or more existing parking spaces, no
- 10 additional parking spaces will be required. When located on a lot with
- 11 fewer than 50 existing parking spaces, a minimum of three off-street
- 12 parking spaces shall be provided. When located on a vacant lot, parking
- 13 spaces shall be provided on an adjacent lot with existing parking spaces
- 14 that is under same ownership;
- 15 g. One freestanding sign not exceeding 32 square feet in area or six feet in
- 16 height shall be allowed;
- 17 h. If applicable, a building and/or electrical permit shall be obtained;
- 18 i. The display, storage and/or sale area shall not impede vehicular or
- 19 pedestrian traffic and parking;
- 20 j. On-site garbage or trash receptacles must be provided and properly
- 21 maintained at all times.

22

23 ...

24

25 (c) *Special uses.* The following uses shall be permitted as a special use, subject to the

26 requirements of this district; shall be subject to conditions and modifications relating

27 to impacts on adjacent properties, transportation and transportation systems,

28 transportation interconnectivity, stormwater, utilities and telecommunications

29 facilities (including capacity), vegetation and other elements of the natural

30 environment, noise, hours of operation, and other factors that the town council finds

31 applicable; and additional regulations and requirements imposed by the town

32 council, as provided in article X of this chapter:

33

34 ...

35

36 (12) Planned unit developments in accordance with article IX of this chapter.

37

1 ...

2

3 **PART III.** That **Sec. 36-209. Prohibited uses in all district.** Be amended as follows:

4

5 **Sec. 36-209. Prohibited uses in all districts.**

6

7 (a) The following uses shall be prohibited in all districts:

8

9 (1) Alcohol and drug detoxification, rehabilitation, and treatment facilities;

10 (2) Asphalt and concrete plants;

11 (3) Bail bond services;

12 (4) Bed and breakfasts;

13 (5) Bus, truck, and transportation terminals, yards, and parking lots;

14 (6) Campgrounds;

15 (7) Concentrated animal feeding operations;

16 (8) Crematoriums (human and animal);

17 (9) Cryptocurrency mining;

18 (~~9~~10) Dormitories and residence halls;

19 (~~10~~11) Drug paraphernalia;

20 (~~11~~12) Electronic gaming operations;

21 (~~12~~13) Explosives, ammunition, fireworks, or gunpowder manufacture;

22 (~~13~~14) Fat rendering, or production of fats and oils from animal or vegetable;  
23 products by boiling or distillation;

24 (~~14~~15) Fraternity and sorority houses;

25 (~~15~~16) Garbage, offal, or animal reduction and processing;

26 (~~16~~17) Gasoline pumps and sales;

27 (~~17~~18) Halfway houses;

28 (~~18~~19) Hazardous materials handling or storage;

29 (~~19~~20) Hospitals;

30 (~~20~~21) Hotels/resorts;

31 (~~21~~22) Jails and prisons;

32 (~~22~~23) Jetpack rentals;

- 1        (~~23~~24) Junk yards, scrap yards, and salvage facilities;
- 2        (~~24~~25) Landfills;
- 3        (~~25~~26) Manufacturing, processing, assembly and other industrial facilities;
- 4        (~~26~~27) Motor vehicle body and paint establishments;
- 5        (~~27~~28) Motor vehicle dealerships;
- 6        (~~28~~29) Motor vehicle washing establishments;
- 7        (~~29~~30) Night clubs;
- 8        (~~30~~31) Nitrogenous tankage, fish meal or manufacture, of any fertilizer materials
- 9                carrying an objectionable odor;
- 10       (~~31~~32) Nursing homes;
- 11       (~~32~~33) Outdoor advertising or billboards except where prohibition is preempted by
- 12               state or federal law;
- 13       (~~33~~34) Outdoor shooting ranges;
- 14       (~~34~~35) Package treatment plant wastewater disposal systems that discharge to
- 15               surface waters;
- 16       (~~35~~36) Pawn shops;
- 17       (~~36~~37) Satellite dish farms;
- 18       (~~37~~38) Sexually oriented businesses;
- 19       (~~38~~39) Shooting ranges;
- 20       (~~39~~40) Slaughterhouses;
- 21       (~~40~~41) Smoke and vapor shops;
- 22       (~~41~~42) Solar energy farms;
- 23       (~~42~~43) Storage or processing of radioactive or infectious waste;
- 24       (~~43~~44) Tattoo, body piercing, and body art establishments;
- 25       (~~44~~45) Taxi and pedicab storage and dispatch; or
- 26       (~~45~~46) Use of a boat, houseboat, or other floating structure as a temporary or
- 27               permanent residence (this shall not prevent the overnight occupancy of a
- 28               vessel temporarily

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30 ...  
31

32 **PART IV. That Article IX. Planned Unit Developments. Be amended as follows:**  
33

1 **Article IX. Planned Unit Developments.**

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3 ...  
4

5 **Sec. 36-263. Planned unit development (PUD) concept.**

6  
7 ...

8  
9 ~~(h) *Public hearings permissible but not mandatory in connection with site development*~~  
10 ~~*plans. Action in connection with approval of site development plans or changes in*~~  
11 ~~*approved plans not requiring ordinance amendment are administrative, and do not*~~  
12 ~~*require public notice and hearing but the planning board and town council may hold*~~  
13 ~~*such hearings as deemed desirable in connection with such action.*~~

14 (ih) *Expiration of time limits on PUD.* If actions required in the PUD are not taken  
15 within the time limits set, the planning board shall review the circumstances and  
16 recommend to the town council that:

- 17 (1) PUD approval for the entire area be continued with revised time limits;
- 18 (2) PUD approval to be continued for part of the area with revised time limits, and  
19 the remainder returned to conventional zoning control; or
- 20 (3) PUD approval be removed from the entire project.

21 Such recommendations shall include proposals for appropriate action with respect to any  
22 legal instruments, dedications, contributions or guarantees in the case.

23  
24 ...

25  
26 **Sec. 36-264. Development plan review procedure.**

27 All development plans for PUDs will proceed as provided by section 36-300, for  
28 processing special use permits, with additional steps as outlined below:

- 29 (1) *Preapplication conference (sketch plan proposal).*
  - 30 a. On request by applicants, members of the planning board and the zoning  
31 administrator shall meet with applicants to review the original application,  
32 including the developer's report, if submitted, and the sketch plan of the

1 proposed planned unit development. The purpose of such pre-hearing  
 2 conferences shall be to assist in bringing the report, if submitted, and the  
 3 sketch plan as nearly as possible into conformity with these or other land  
 4 development regulations applying in the case, and to define special  
 5 variations from application of the regulations, which would otherwise  
 6 apply, which seem justified in view of equivalent services of the public  
 7 purposes of such regulations.

8 b. In the course of such pre-hearing conferences, any recommendation for  
 9 changes shall be recorded, in writing, and shall become part of the record  
 10 in the case.

11 1. All such recommendations shall be supported by stated reasons for  
 12 the proposal for change.

13 2. Applicants may, in writing, indicate their agreement to such  
 14 recommendations, or their disagreement.

15 3. If there is disagreement, applicants shall, in writing, indicate their  
 16 reasons therefor.

17 4. Responses by applicants shall also be included in the record.

18 c. Sketch plans may be drawn in such a manner as to minimize initial  
 19 expense and encourage sufficient design flexibility to accommodate  
 20 required changes, without undue hardship to the developer.

21 1. All sketch plans submitted shall be drawn to appropriate scale.

22 2. All sketch plans shall show the locations of all lots, streets, drives,  
 23 off-street parking areas and other pertinent features, together with  
 24 building locations, if appropriate.

25 d. ~~Developer may submit preliminary plats in lieu of sketch development~~  
 26 ~~plans.~~

27 (2) *Consideration and recommendation by the planning board.*

28 a. Following the preapplication conference, the planning board shall review  
 29 the applications for planned unit development, including sketch plan and  
 30 report ~~or preliminary subdivision plat~~, if submitted in lieu thereof, together  
 31 with written or sketched changes left unresolved after the preapplication  
 32 conference.

33 b. The planning board, or its representative, when appropriate, shall seek the  
 34 advice of the county health department, state department of transportation  
 35 or other agencies as necessary, to accomplish a complete review of any  
 36 development plans.

37 c. Whenever the planning board determines that the characteristics of a  
 38 proposed development should be modified to protect the occupants of such

1 development, or the public interest, the board may recommend reasonable  
 2 modifications in building location, driveway location or design, location of  
 3 recreation areas or open spaces, lot sizes or other essential elements of any  
 4 development plan.

- 5 d. The planning board will recommend approval, or denial, of PUD  
 6 applications, including detailed development plans. In its action, the  
 7 planning board will reflect its views upon issues left unresolved in the  
 8 preapplication conference.
- 9 e. As required by the terms of this article, the planning board shall forward  
 10 its recommendations to the town council in accordance with special use  
 11 permits.

12 (3) *Public hearing and approval by the town council as required.*

- 13 a. A public hearing, ~~as provided by ordinance for rezoning hearings, may~~  
 14 ~~shall be~~ advertised and held before the town council for any planned unit  
 15 development and associated detailed development plan proposed to be  
 16 established in ~~any appropriate~~ the general commercial zoning district.
- 17 b. The town council may approve such application and detailed development  
 18 plans in accord with PUD and general regulations; may include specific  
 19 modifications of PUD and general regulations, as recommended by the  
 20 planning board; may return the application to the planning board for  
 21 further consideration of specific suggested changes; or may deny the  
 22 application.
- 23 e. ~~Upon approval of the town council, the developer is required to submit~~  
 24 ~~final detailed plans of the proposed PUD to the planning board, as~~  
 25 ~~provided in subsection (4) of this section.~~

26 (4) *Final approval of detailed plan by the planning board.*

- 27 ~~a. Following approval of a proposed planned unit development (PUD) sketch~~  
 28 ~~plan, and the approval of all required rezoning actions, if any, by the town~~  
 29 ~~council, a detailed plan for the PUD shall be submitted to the planning~~  
 30 ~~board by the developer; provided a preliminary subdivision plat may be~~  
 31 ~~submitted in lieu of detailed plan proposals, if necessary information is~~  
 32 ~~submitted with such plan to show proposed building locations or other~~  
 33 ~~features.~~
- 34 b. ~~Review of a detailed plan proposal or preliminary subdivision plats, if~~  
 35 ~~submitted in lieu thereof, shall follow procedures established in the town~~  
 36 ~~subdivision regulations for all developments, including those proposing~~  
 37 ~~private streets, private common open spaces or private lot access~~  
 38 ~~easements.~~

39 (5) *Issuance of building permits by the building inspector.*

- ~~a. When a detailed development plan or preliminary subdivision plat has been approved by the planning board, and approved by the town council if required, it shall be so certified to the building inspector.~~
- ~~b. Building permits shall be issued by the building inspector only for improvements and developments on a planned unit development site which conforms to the approved development plan or subdivision plat.~~

...

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

The Town’s adoption of this ordinance amendment is consistent with the Town’s adopted comprehensive zoning ordinance, land use plan and any other officially adopted plan that is applicable; for all the above-stated reasons, including but not limited to it encourages the use of low impact development techniques and sound environmental preservation practice, encourages lot preparation methods that preserve natural vegetation and minimize clear cutting and furthers the founder’s original vision for Southern Shores of a low-density residential community served by a small commercial district. The Town considers the adoption of this ordinance amendment to be reasonable and in the public interest.

**ARTICLE V. Severability.**

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

**ARTICLE VI. Effective Date.**

This ordinance amendment shall be in full force and effect from and after the \_\_\_\_ day of \_\_\_\_\_, 2024.

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

ATTEST:

\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

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\_\_\_\_\_  
Town Attorney

Date adopted:

\_\_\_\_\_  
Motion to adopt by Councilmember:

\_\_\_\_\_  
Motion seconded by Councilmember:

Vote: \_\_\_AYES\_\_\_NAYS





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

## MEMORANDUM

To: Town Council  
 From: Cliff Ogburn, Town Manager  
 Date: August 6, 2024  
 Subject: Consideration of Accessory Dwelling Units (ADUs)

Chairperson Ward was asked during the July 15<sup>th</sup> Planning Board meeting to inquire with the Town Council if there was an interest in considering regulations regarding Accessory Dwelling Units (ADUs). Town staff met with Mayor Morey, MPT Neal, and Chairperson Ward determining that more information was needed before deciding to move forward, which would be part of the consideration discussed during the August 6 Town Council meeting.

According to the American Planning Association-

An accessory dwelling unit (ADU) is a smaller, independent residential dwelling unit located on the same lot as a stand-alone (i.e., detached) single-family home. ADUs go by many different names throughout the U.S., including accessory apartments, secondary suites, and granny flats. ADUs can be converted portions of existing homes (i.e., internal ADUs), additions to new or existing homes (i.e., attached ADUs), or new stand-alone accessory structures or converted portions of existing stand-alone accessory structures (i.e., detached ADUs).

ADUs are not currently permitted in Southern Shores. Accessory structures with living space are currently permitted, provided that the living space does not constitute a dwelling unit and the total amount of enclosed living space in the accessory structure and principal building does not exceed 6,000 sq. ft.

The current draft of the update project to the Town Land Use Plan sets a "Land Use Compatibility and Character" goal that reads-

LUC 3.2. Consider evaluation of the Town's current policy on separate living spaces and consider revisions to allowances and standards for accessory dwelling units by zoning district. Coordinate with the SSCA to determine allowances and site design standards.

The Town's current policy on ADUs allows for separate living space that does not constitute a dwelling unit (allowable in all districts except for RS 10).

Permitting ADUs as a new use would subject them to zoning regulations. Before a Zoning Text Amendment may be heard by the Town Council, the item must be considered by the Planning Board and a public hearing must be scheduled.

There are many points to consider which are likely to require the Town Council to be provided with more information. Among other things for consideration, the Town Council may want to look at what neighboring communities are doing as well as their experiences. An understanding of the number of vacant lots of a certain size, the number of lots with potentially remaining lot coverage to be able to construct an ADU, septic rules, and the potential impacts on existing covenants may also be beneficial. Other points to consider are density, compatibility with neighborhood characteristics, setbacks, parking requirements, size limitations and whether to apply zoning regulations in a way that is more encouraging or regulating.

If directed, Town staff will provide Council further information before deciding to move forward. Alternatively, the Council may want the item referred to the Planning Board with directions to address their questions or concerns.