



Town of Southern Shores

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

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

www.southernshores-nc.go

April 3, 2018

COUNCIL MEETING-5:30 P.M.-PITTS CENTER

1. Opening

- A. Call Meeting to Order (all citizens interested in offering Public Comment are reminded to sign up.)
- B. Pledge of Allegiance
- C. Moment of Silence
- D. Amendments to / Approval of Agenda
- E. Consent Agenda **TAB 1**
 - i. Council Meeting Minutes – March 6, 2018
 - ii. Tax Pickups & Releases
 - iii. Budget Amendment #11 (Permit Delays-Remaining Cap. Street & Bulkhead Imp. Transfer to Cap Res. Fund)
 - iv. Contract Renewal-Auditor Services
 - v. For acknowledgement purposes only - Report of bid tabulation sheet for Town Manager's contract award to Millstone Marine for capital improvements to Yaupon Trail bulkhead

2. Staff Reports

- A. Town Planner
- B. Police Chief
- C. Fire Chief, Southern Shores Volunteer Fire Department
- D. Town Manager's Report
- E. Town Attorney's Report

3. Board Reports

- A. Planning Board Report of March meetings

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

(Note: All matters heard or considered by the Council are subject to possible action by the Council.)

5. Old Business

6. New Business

- A. Planning Board Appointment-one vacancy **TAB 2**
- B. Pelican Watch Request **TAB 3**
- C. Zoning Text Amendment-Proposal to Direct Staff to draft recommendations for amendments to Code Section 36-132(a) to prohibit dwelling construction on certain 50' lots -Mayor Bennett

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

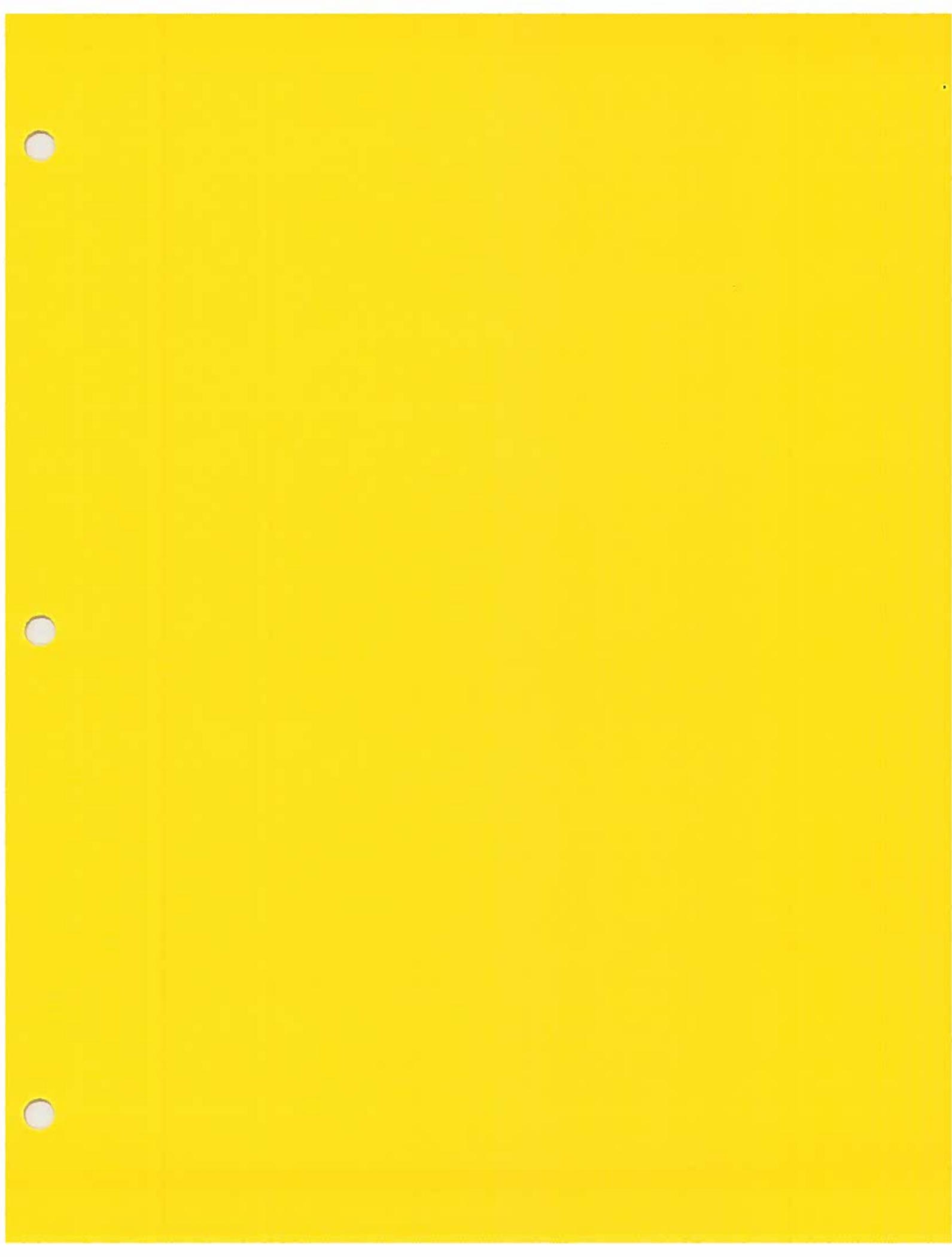
8. Other Business

- A. Mayor's Comments & Responses
- B. Council Member's Comments & Responses

9. Adjourn

CONSENT AGENDA

MINUTES TO BE EMAILED



**TOWN OF SOUTHERN SHORES
TAX DEPARTMENT**

4/3/2018

PICKUPS

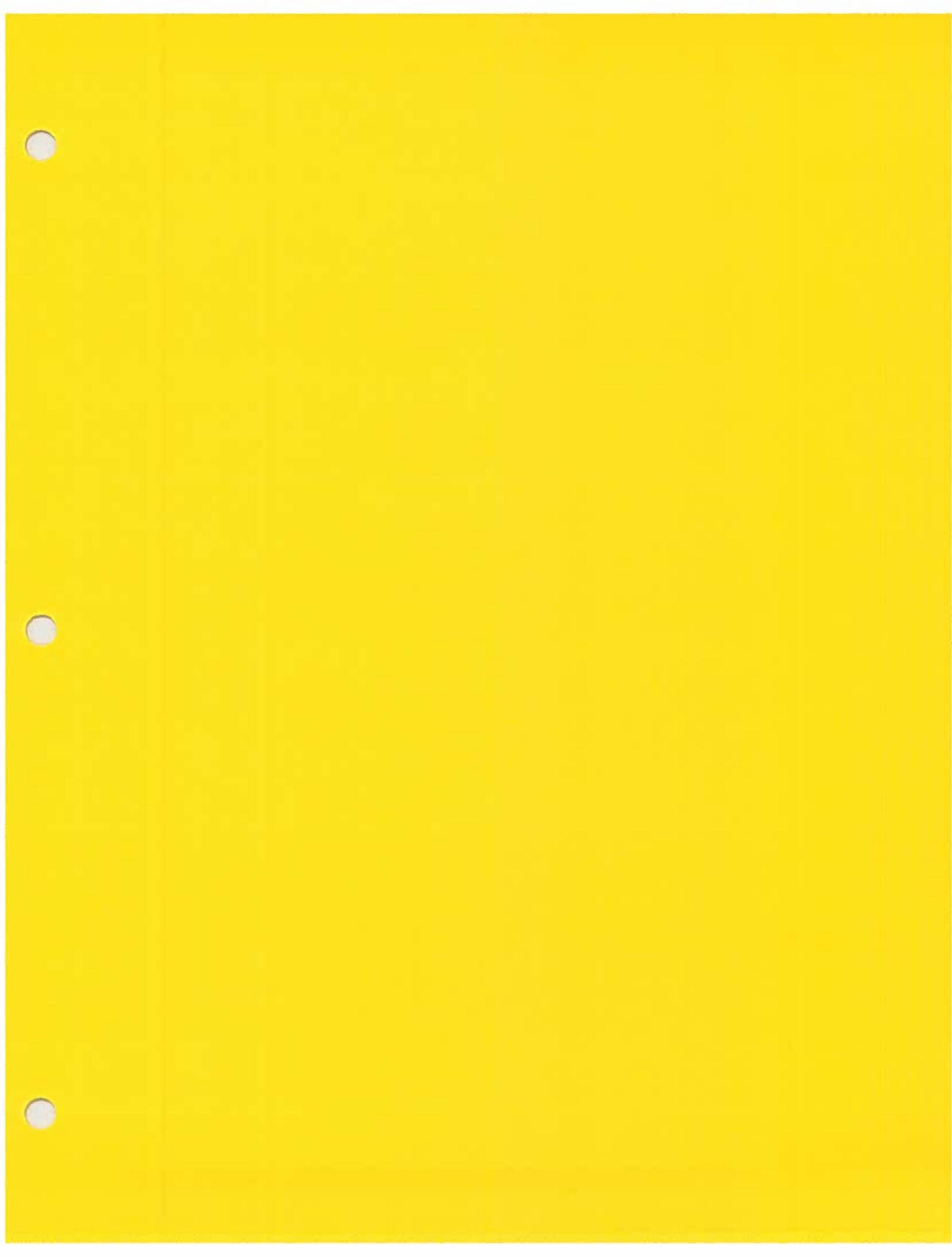
RELEASES
August Real

\$171.13

TOTAL

\$0.00

\$171.13



Memorandum - March 28, 2018

To: Town Council
From: Town Manager 
Re: Recommended Budget Amendment # 11

I recommend Budget Amendment # 11, a transfer of funds from the Streets, Bridges, and Canals Department of the General Fund to the Capital Reserve Fund. The funds proposed for transfer were budgeted for capital street and bulkhead improvement and are now not projected to be expended during the current fiscal year. As Council may recall, the required CAMA Major Permit for the approved capital improvement work for Yaupon Trail and the expansion of its right-of-way waterward into the Town's canal with new bulkheading, was not issued until January 25, 2018. Actual structural design could not commence until that issuance, and due to the annual moratorium on disturbance in the State's primary nursery areas, most of the approved and permitted capital street and bulkhead work will not be able to commence during this fiscal year. Accordingly, an amount of funds in the current General Fund's "FY 17-18 Infrastructure Projects" and "Bulkhead Maintenance and Repair" lines are therefore not projected to be expended this fiscal year. They will revert to the Town's unassigned fund balance on June 30, 2018 unless they are transferred into the Town's Capital Reserve Fund.

Accordingly, I am recommending funds be transferred from those two budget lines of the General Fund in a total amount of \$195,000.00 to the Town's Capital Reserve Fund for future use in accordance with the purposes for which the Capital Reserve Fund was created.

**Town of Southern Shores
Budget Amendment Number # 11**

**Administration
Increases**

**Streets, Bridges, Canals
Decreases**

Account Number	Description	Amount	Account Number	Description	Amount
42-59998	Transfer out to Other Funds-CRF	\$195,000	57-50186 57-50197	FY 17-18 Infrastructure Proj Bulkhead Maintenance	160,000 35,000
		<u>\$ 195,000</u>			<u>\$ 195,000</u>

Explanation: Due to annual environmental moratorium now being effective which delays the Yaupon Trail street improvement project (which includes its protective bulkhead), these remaining funds are now not projected being expended in FY 17-18; recommended they be transferred to Capital Reserve Fund for future budgeting of capital projects as allowed.

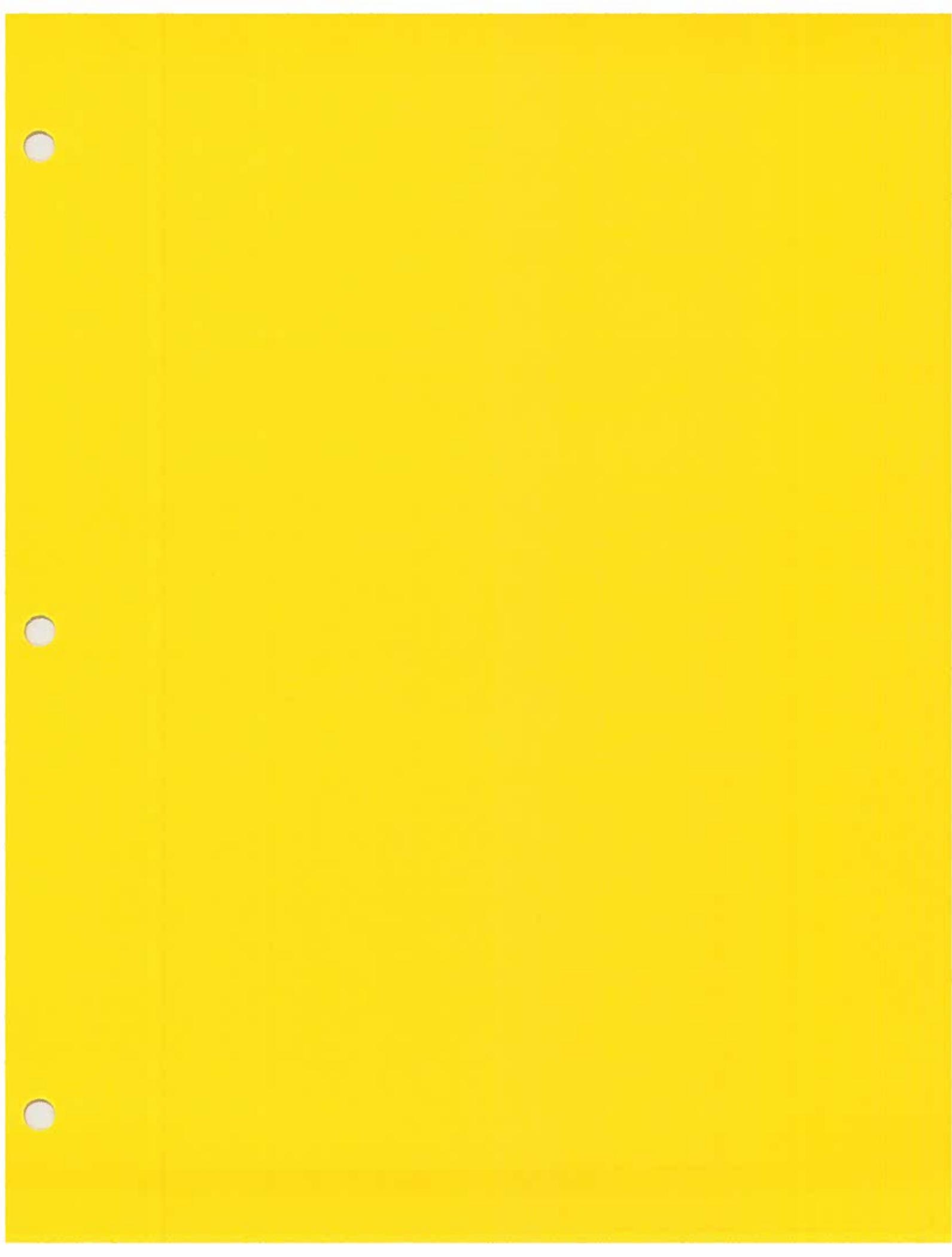
Recommended By:

Approved By:

J. Peter Rascoe, III, Town Manager

Tom Bennett, Mayor

Date



Memorandum - March 28, 2018

To: Town Council
From: Town Manager 
Re: Proposal for Auditor Services

Attached are both the current Town Auditor's proposal to renew her services for the next three years and a copy of the current Contract format for audit services required by the NC Local Government Commission. The Town's current Auditor, Mrs. Teresa Osborne of Dowdy & Osborne, Nags Head, NC, is proposing a three-year contract at a fixed rate for these services. Mrs. Dowdy has advised if the Council approves the multiple three-year contract, the Council is not required to go back each year during that three-year period for Auditor approval.

Dowdy & Osborne^{LLP}

CERTIFIED PUBLIC ACCOUNTANTS

Jeff Dowdy, CPA • Teresa Osborne, CPA

March 21, 2018

Mr. Peter Rascoe, Town Manager
Town of Southern Shores
5375 N. Virginia Dare Trail
Southern Shores, NC 27949

Dear Mr. Rascoe,

It has been a pleasure for my firm to provide audit services to the Town and I look forward to a continued relationship. We are proud of the level of service we offer and believe that to be the reason we have a 100% renewal rate with our government clients. I have 27 years of experience in governmental accounting and auditing and consider government audits to be my specialty to which I dedicate 60% of my practice to each year. I am constantly updating my skills with continuing education. We are required by auditing standards to maintain independence and we re-invent the audit process each year during the planning stage to make sure we are addressing the pertinent risk areas of the Town's audit. When managed properly, a long audit relationship is a great benefit to the Town. Lastly, I am local and easily accessible to the Town throughout the year. I have provided technical support to the Town finance officer on various accounting questions and reports over the years at no additional charge and this support throughout the year continues to be included in my fixed price contracts. If the Town is pleased with the service, then fees are the only variable and I am happy to offer the following for a three year continued commitment:

We propose a fixed price contract of \$ 17,000 for three years (which is a \$ 1,000 increase over my previous fixed three-year commitment). I do expect to have more time in the audit this year as a result of the implementation of GASB Statement 75 *Accounting and Financial Reporting For Postemployment Benefits Other Than Pensions*, which changes the way the liability for retiree health insurance is reported.

Please do not hesitate to contact me with any questions.

Sincerely,

Teresa Osborne

Teresa Osborne, CPA

103 W. Woodhill Dr., Suite B • P.O. Box 9 • Nags Head, North Carolina 27959
Telephone 252.449.4404 • Facsimile 252.449.6976

CONTRACT TO AUDIT ACCOUNTS

Of _____
Primary Government Unit

_____ Discretely Presented Component Unit (DPCU) if applicable

On this _____ day of _____,

Auditor: _____ Auditor Mailing Address: _____

_____ Hereinafter referred to as The Auditor

and _____ (Governing Board(s)) of _____ (Primary Government)

and _____: hereinafter referred to as the Governmental Unit(s), agree as follows:
(Discretely Presented Component Unit)

1. The Auditor shall audit all statements and disclosures required by accounting principles generally accepted in the United States of America (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning _____, and ending _____. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with auditing standards generally accepted in the United States of America. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board). **County and Multi-County Health Departments:** The Office of State Auditor will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on Eligibility Determination as required by Office of the State Auditor (OSA) and in accordance with the instructions and timeline provided by OSA.
3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's Auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the SLGFD staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. **Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.**

Contract to Audit Accounts (cont.)

Primary Government Unit

Discretely Presented Component Unit (DPCU) if applicable

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract. **If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.**

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the SLGFD within four months of fiscal year end. Audit report is due on:_____. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoices shall be sent via upload through the current portal address: <https://nctreasurerslgfd.leapfile.net>. Subject line should read "Invoice - [Unit Name]. The PDF invoice marked 'approved' with approval date shall be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Government shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. (Note: Fees listed on Fees page.) This does not include fees for any Pre-Issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item #12).
10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall submit to the SLGFD either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to the SLGFD simultaneously with the

Contract to Audit Accounts (cont.)

Primary Government Unit

Discretely Presented Component Unit (DPCU) if applicable

Governmental Unit's audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the fiscal year end.
12. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to the SLGFD. The pre-issuance review report shall accompany the audit report upon submission to the SLGFD.
13. The Auditor shall electronically submit the report of audit to the SLGFD as a text-based PDF file when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. **Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit report Reissuance form.** These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings, by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit without subsequent consent of the Auditor. If the SLGFD determines that corrections need to be made to the Governmental Unit's financial statements, those corrections shall be provided within three days of notification unless another deadline is agreed to by the SLGFD.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, a turnaround document and a representation letter addressed to the OSA shall be submitted to the SLGFD.

The SLGFD's process for submitting contracts, audit reports and invoices is subject to change. Auditors shall use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
15. If an approved contract needs to be amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee. This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload the amended contract is <https://nctreasurerslgfd.leapfile.net>. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

Contract to Audit Accounts (cont.)

Primary Government Unit

Discretely Presented Component Unit (DPCU) if applicable

16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit shall be attached to the contract, and by reference here becomes part of the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #23 of this contract. Engagement letters containing indemnification clauses shall not be accepted by the SLGFD.
17. Special provisions should be limited. Please list any special provisions in an attachment.
18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
19. The contract shall be executed, pre-audited, physically signed by all parties including Governmental Unit and t h e Auditor and then submitted in PDF format to the Secretary of the LGC. The current portal address to upload the contractual documents is <https://nctreasurerslgfd.leapfile.net>. Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval. These instructions are subject to change. Please check the NC Treasurer's web site at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx> for the most recent instructions.
20. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. **The audit should not be started before the contract is approved.**
21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
22. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
23. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

SIGNATURE PAGES FOLLOW FEES PAGE

Contract to Audit Accounts (cont.) _____
Primary Government Unit

Discretely Presented Component Unit (DPCU) if applicable

FEES – PRIMARY GOVERNMENT

AUDIT: \$ _____

WRITING FINANCIAL STATEMENTS: \$ _____

ALL OTHER NON-ATTEST SERVICES: \$ _____

For all non-attest services the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a “significant threat” requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ _____
** NA if there is to be no interim billing

FEES – DPCU (IF APPLICABLE)

AUDIT: \$ _____

WRITING FINANCIAL STATEMENTS: \$ _____

ALL OTHER NON-ATTEST SERVICES: \$ _____

For all non-attest services the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a “significant threat” requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ _____
** NA if there is to be no interim billing

Contract to Audit Accounts (cont.)

Primary Government Unit

Discretely Presented Component Unit (DPCU) if applicable

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

Audit Firm Signature:

Name of Audit Firm

By

Authorized Audit firm representative name: Type or print

Signature of authorized audit firm representative

Date

Email Address of Audit Firm

Governmental Unit Signatures:

Name of Primary Government

By

Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Date

By

Chair of Audit Committee - Type or print name

**

Signature of Audit Committee Chairperson

Date

*** If Governmental Unit has no audit committee, mark this section "N/A"*

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

By

Primary Government Unit Finance Officer:

Type or print name

Primary Government Finance Officer Signature

Date

(Pre-audit Certificate must be dated.)

Email Address of Finance Officer

Date Primary Government Governing Body Approved Audit Contract - G.S. 159-34(a)

*****Please provide us the most current email addresses available as we use this information to update our contact database*****

Contract to Audit Accounts (cont.) _____
Primary Government Unit

Discretely Presented Component Unit (DPCU) if applicable

**** This page to only be completed by Discretely Presented Component Units If Applicable ****

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.
DPCU Governmental Unit Signatures:

Name of Discretely Presented Component Unit

By _____
DPCU Board Chairperson: Type or print name and title

Signature of Chairperson of DPCU governing board

Date _____

By _____
Chair of Audit Committee - Type or print name

Signature of Audit Committee Chairperson **

Date _____
**** If Governmental Unit has no audit committee, mark this section "N/A"**

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)
This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

By _____
DPCU Finance Officer:
Type or print name

DPCU Finance Officer Signature
Date _____
(Pre-audit Certificate must be dated.)

Email Address of Finance Officer

Date DPCU Governing Body Approved Audit Contract - G.S. 159-34(a)

*****Please provide us the most current email addresses available as we use this information to update our contact database*****

Contract to Audit Accounts (cont.)

Primary Government Unit

Discretely Presented Component Unit (DPCU) if applicable

Steps to Completing the Audit Contract

1. Complete the header information – If a DPCU is subject to the audit requirements found in the Local Government Budget and Fiscal Control Act and a separate report is being issued for that DPCU, a separate audit contract for the DPCU is required. If a separate report is not being issued for the DPCU – it is being included in the Primary Government’s audit – the DPCU shall be named with the Primary Government on the audit contract for the Primary Government. The Board Chairperson of the DPCU shall sign the audit contract in addition to the elected leader of the Primary Government.
2. Item No. 1 – Complete the period covered by the audit
3. Item No. 6 – Fill in the audit due date. For Governmental Unit (s), the contract due date can be no later than 4 months after the end of the fiscal year, even though amended contracts may not be required until a later date.
4. Item No. 8 – If the process for invoice approval instructions changed, the Auditor should make sure he and his administrative staff are familiar with the current process. Instructions for each process can be found at the following link. <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>
5. Item No. 9 – Please note that the new fee section has been moved to page 5.
6. Item No. 16 – Has the engagement letter been attached to the contract that is being submitted to SLGFD?
 - a. Do the terms and fees specified in the engagement letter agree with the Audit contract? *“In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence.”*
 - b. Does the engagement letter contain an indemnification clause? **The audit contract shall not be approved if there is an indemnification clause – refer to LGC Memo # 986.**
7. Complete the fee section for BOTH the Primary Government and the DPCU (if applicable) on the fees page; please note:
 - The cap on interim payments is 75% of the current audit fee for services rendered if the contracted fee amount is a fixed amount. If any part of the fee is variable, interim payments are limited to 75% of the prior year’s total audit fee. If the contract fee is partially variable, we shall compare the authorized interim payment on the contract to 75% of last year’s actual approved total audit fee amount according to our records. There is a report of audit fees paid by each governmental unit on our web site: https://www.nctreasurer.com/slg/lfm/audit_acct/Pages/default.aspx select “audit fees”

Please call or email Lorna Hodge at 919-814-4299 lorna.hodge@nctreasurer.com if you have any questions about the fees on this list.

 - For variable fees for services, are the hourly rates or other rates clearly stated in detail? If issued separately in an addendum, has the separate page been acknowledged in writing by the Governmental Unit?

Contract to Audit Accounts (cont.)

Primary Government Unit

Discretely Presented Component Unit (DPCU) if applicable

- For fees for services that are a combination of fixed and variable fees, are the services to be provided for the fixed portion of the fee clearly stated? Are the hourly rates or other rates clearly stated for the variable portion of the fee? (Note: See previous bullet point regarding variable fees.)
 - If there is to be no interim billing, please indicate N/A instead of leaving the line blank.
8. **Signature Area** – There are now 2 Signature Pages: one for the Primary Government and one for the DPCU. Please only send the page(s) that are applicable to your Unit of Government and do not include the instructions pages. Make sure all signatures have been obtained, and properly dated. The contract shall be approved by Governing Boards pursuant to G.S. 159-34(a). If this contract includes the audit for a DPCU that is a Public Authority that falls under the Local Government Budget and Fiscal Control Act, it shall be named in this contract and the Board Chairperson of the DPCU also shall sign the contract in the area indicated. If the DPCU is filing a separate audit, a separate audit contract is required for that DPCU.
9. Please place the date the Primary Government's Governing Board and the DPCU's Governing Board (if applicable) approved the audit contract in the space provided.
- a. Please make sure that you provide email addresses for the audit firm and finance officer as these will be used to communicate official approval of the contract.
 - b. Has the pre-audit certificate for the Primary Government (and the DPCU if applicable) been signed and dated by the appropriate party?
 - c. Has the name and title of the Mayor or Chairperson of the Unit's Governing Board and the DPCU's Chairperson (if applicable) been typed or printed on the contract and has he/she signed in the correct area directly under the Auditor's signature?
10. If the Auditor is performing an audit under the yellow book or single audit rules, has year-end bookkeeping assistance been limited to those areas permitted under the revised GAO Independence Standards? Although not required, we encourage Governmental Units and Auditors to disclose the nature of these services in the contract or an engagement letter. Fees for these services should be shown in the space indicated on the fees page.
11. Has the most recently issued peer review report for the audit firm been included with the contract? This is required if the audit firm has received a new peer review report that has not yet been forwarded to us. The audit firm is only required to send the most current Peer Review report to us once – not multiple times.
12. After all the signatures have been obtained and the contract is complete, please convert the contract and all other supporting documentation to PDF. When submitting for approval send the documents as one PDF file to include the Audit contract, any applicable addendums, the engagement letter and Peer Review Report. Submit these documents using the most current submission process which can be obtained at the NC Treasurer's web site
- <https://www.nctreasurer.com/slq/Audit%20Forms%20and%20Resources/Instructions%20for%20Contract%20Submission.pdf>
13. If an audit cannot be completed by the due date, the Auditor or Governmental Unit shall file an Amended Contract form (Amended LGC-205). This form shall be signed by the Governmental Unit representative and the Auditor. The explanation for the delay in completing the audit is part of this contract amendment form and shall be provided. The parties that signed the original audit contract shall sign the amended contract form as well. If the signing representatives are unable to sign the amended contract, please include an explanation for this in the submitted amended contract form.



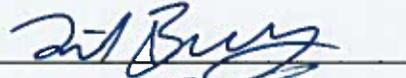
Solicitation of Informal Bids for Bulkhead replacement (section) as a part Yaupon Trail Capital Improvement:

Proposals Considered March 2, 2018 -

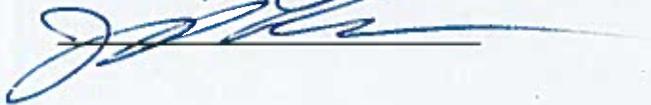
<u>Proposer:</u>	<u>Bid Amount:</u>
H&H Land Development -	\$ 17,740.00
Millstone Marine Construction -	\$ 11,432.00 *

*Contract awarded to Millstone Marine Construction

Public Works Director



Town Manager



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SOUTHERN SHORES PLANNING BOARD
BOARD MEMBER STATUS AS OF 3/2/18

		Cycle and Term	Term of Appt. Vacancy Created by Departure of:	1 OF APPOINTMENT		
				Start	End	
				Term	Term	
SEATED MEMBERS (Voting)						
1	VACANT	B1	Morrison, Jim	3-Apr-01	30-Jun-02	
				1-Jul-02	30-Jun-05	
				1-Jul-05	30-Jun-08	
				1-Jul-08	30-Jun-11	
				1-Jul-11	30-Jun-14	
				1-Jul-14	30-Jun-17	Seated
				1-Jul-17	30-Jun-20	
2	Joe McGraw	A2	Berryman, Gray	1-Jul-13	30-Jun-16	
				1-Jul-16	30-Jun-19	
3	Neal, David	C1	Florez, Mike	1-Jul-15	30-Jun-18	Seated
4	Williams, Sam	C2	Poisal, Georgine	25-Mar-08	30-Jun-09	
				1-Jul-09	30-Jun-12	Chair
				1-Jul-12	30-Jun-15	
				1-Jul-15	30-Jun-18	
5	Morey, Elizabeth	A1	Gleason, Bill	1-Jul-13	30-Jun-16	Seated
				1-Jul-16	30-Jun-19	
ALTERNATE MEMBERS (Non-Voting)						
1	Glenn Wyder	C3	McGraw, Joe Berryman, Gray	1-Jul-15	30-Jun-18	Alternate 1st
2	Carlos Gomez	B2	Sykes, Karen	1-Jul-15	30-Jun-18	Alternate 2nd
ETJ MEMBER (Votes on items that affect Martin's Point)						
	Finelli, John	C3	Overton, Ed	1-Jul-06	30-Jun-09	ETJ
				1-Jul-09	30-Jun-12	
				1-Jul-12	6/30/2015	

TOWN OF SOUTHERN SHORES
BOARD VOLUNTEER APPLICATION

DATE: 11-10-2017

Municipal Board(s), Commission(s), or Committee(s) interested in:

NAME: GLENN R. WYDER PHONE: (HOME) 252-715-3888
PHONE: (WORK) 252-619-2324
Email: glenn.wyder@medtile.com
ADDRESS: _____

OCCUPATION (Past & Present) EMPLOYER
GENERAL MANAGER MEDITERRANEAN TILE (NJ)
(WORK REMOTELY)

EDUCATIONAL BACKGROUND

School(s)	Dates	Area of Study	Cert or Degree
<u>EASTERN CHRISTIAN HS.</u>	<u>'72-'75</u>	<u>GENERAL</u>	<u>HS DIPLOMA</u>
<u>WILLIAM PATERSON UNIV.</u>	<u>'76-'78</u>	<u>PSYCHOLOGY</u>	<u>(3 YEARS)</u>

Specific experiences, training or interest, which you have that you feel would be useful in the work of this Board, Commission, or Committee: (Use additional pages if needed)

SEE ATTACHED

Glenn R. Wyder
170 Clam Shell Trail
Southern Shores, NC 27949

I'd like to introduce myself, I am Glenn Wyder and my wife Florence and I moved here in June of 2015. We have been vacationing in the Chichahauk section of Southern Shores for 25 summers; we have been property owners here since 2000.

I have been involved in high-end construction products for over 35 years, and have an intimate knowledge of the construction process from concept to completion. I currently the President of CPOA and serve on the CPOA-ARB committee. I would be very interested in serving on the TOSS Planning Board as an alternate.

Given the opportunity, I would diligently serve the citizens of Southern Shores in whatever capacity the position would dictate.



11-10-17

**TOWN OF SOUTHERN SHORES
BOARD VOLUNTEER APPLICATION**

DATE: 7/14/16

Municipal Board(s) or Committee(s) interested in: Planning and Zoning
Board of Adjustment

NAME: Carlos F. Gomez, PE, PLS PHONE: (HOME) 252-202-5401

PHONE: (WORK) 252-281-4151

Email: CGomez@coastales.com

ADDRESS: 40 JUNIPER TRAIL, KITY HAWK, NC 27949

OCCUPATION (Past & Present)

EMPLOYER

30 years: Professional Engineer and Professional Land Surveyor Coastal Engineering and Surveying, Inc. (CE&S)

EDUCATIONAL BACKGROUND

School(s)	Dates	Area of Study	Cert or Degree
<u>West Virginia University</u>	<u>1982-1984</u>	<u>Civil Engineering</u>	<u>Masters of Civil Engineering</u>
<u>West Virginia University</u>	<u>1978-1982</u>	<u>Civil Engineering</u>	<u>Bachelor of Civil Engineering</u>

Specific experiences, training or interest, which you have that you feel would be useful in the work of this Board or Committee: (Use additional pages if needed)

Founder and owner of CE&S. CE&S was established in 1990.

Experience: Structural, Site development, building design, land planning and surveying.

Worked with towns and county for 27 years.

Professional Engineer Licence # 14071

Professional Land Surveyor Licence # 3241

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MEMORANDUM

To: Town Council
From: Town Manager
Re: Owner request to conduct beach bulldozing on the Town's public trust beach within limits of public beach nourishment project – [Town Code Section §34-55 (e)(3)]

On June 20, 2017 the Town Council enacted Ordinance 2017-06-03 (attached) amending Town Code Section §34-55 to prohibit beach bulldozing on the Town's public trust beach within the limits of a publicly-funded beach nourishment project. During the summer of 2017, public funds were used to fund a beach nourishment project along a total of 2,500 linear feet of public trust beach on the southern end of the Town. The project was designed to raise and widen the public trust beach, and did not include active restoration of any previous privately-owned dune width. The project's scope did include placement of sand fencing on the publicly-nourished beach to encourage eastward widening of the dune system.

Because of high ocean wash during recent NWS-named storm "Riley" (March 2,3, and 4), the Pelican Watch Homeowner's Association (PWA) has voiced concern about erosion of its dune. Upon inquiry from the PWA about the possibility of obtaining Council permission under Code Sec. 34-55 (e)(3), I recommended contact and consultation with Ken Willson, our project manager with Aptim Coastal Planning & Engineering, Inc. (at PWA expense). I have been informed by Mr. Willson that he and his firm have consulted with the PWA and have no objection to a push that will not permanently damage the public trust beach sand's width and height in place now. According to the coastal engineer, the proposed sand removal area would not detrimentally affect the existing upward slope of the engineered public trust beach in this location. His report and consultation to me, includes my recommendations below. Attached is the PWA written request to Council for permission.

If the Council decides to grant the PWA permission to conduct beach bulldozing of the nourished public trust beach abutting the PWA property to enhance the width of that property's dune, I recommend, the Council include the following conditions as a part of any approval:

1. Work shall be subject to all CAMA permitting regulations required by the NC Division of Coastal Management (NCDQM). NCDQM permit must be obtained within 30 days of date of the Town's approval, and denial of a permit by NCDQM shall terminate the Town's approval. Any more-stringent CAMA regulations shall apply to the work.
2. If a CAMA permit is obtained by the PWA, a pre-construction meeting with Town staff shall occur within five (5) days of the start of any work. The pre-construction meeting shall be attended by a member of the PWA Board of Directors duly authorized to speak and act on behalf of the PWA in this matter, and shall be attended by the actual contractor engaged by the PWA to perform the work.
3. All work, including transit and turning area of any mechanical vehicles on the public trust beach, shall be strictly limited to an identified area no more than 10 feet east of the oceanward terminus of each existing sand fence.
4. Removal of sand from the public trust beach in the work area shall be limited to a depth of 12 inches.
5. Any mechanical vehicle used, shall be narrow enough in width to transit the areas between the existing east to west sand fences. Any fencing damaged by the work will be replaced with new fencing; and any fencing temporarily removed to access area surrounding existing walkover shall be re-installed.
6. The permitted property owner must reimburse the Town, in advance of the work, for the Town's estimated personnel cost to maintain one staff member on the work site during the entire work period - to insure the provisions of the Council's approval are adhered to by the property owner's contractor.

PELICAN WATCH HOMEOWNER'S ASSOCIATION

SOUTHERN SHORES, N.C.

BOARD OF DIRECTORS

*GABE ROUQUIE PRESIDENT
MIKE JOHNSTON SEC/TREAS
GLENN WOOD
MARK FERRARA
CHARLES NASH*

March 23, 2018

To the Town of Southern Shores,

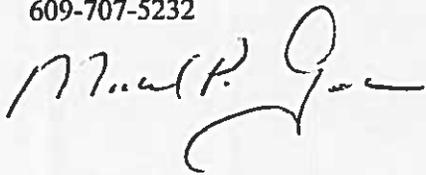
Pelican Watch Homeowners Association (here after referred as the association) is asking for approval of the council to allow the association to restore the dunes at Pelican Watch. The dunes were damaged and suffered ocean over wash from the nor'easter named Riley on March 2,3,4 and 5. The scope of the work is to put back the sand that came off the dunes. In discussions with Ken Wilson of Coastal Engineering and Peter Rascoe (TOSS manager) we will not move any sand more than 10 feet east of the existing sand fence and to a depth no greater than 12 inches below the bottom of existing sand fences. In order to access the sand some of the sand fencing may be need to be removed and replaced. The work is to be completed no later them April 28, 2018. The association will bear the costs of the project. Please allow us to protect our property.

The Board of Directors of Pelican Watch has given me full authority to act on their behalf on this matter.

Michael P Johnston Secretary Treasure PWHA

1 Pelican Watch Way, Southern Shores NC

609-707-5232





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

#2017-06-03
TCA-17-02

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

ARTICLE I. Purpose(s) and Authority.

WHEREAS, the Town of Southern Shores (the "Town") may enact and amend ordinances for defining and abating nuisances and otherwise in the interest of the public's health, safety, morals and general welfare pursuant to North Carolina General Statutes § 160A-174; and

WHEREAS, the Town of Southern Shores has engaged a contractor to perform a beach nourishment project on a portion of the Town's public beaches; and

WHEREAS, the beach nourishment project as proposed will be an engineered beach nourishment project along approximately 1,500 feet of public trust ocean beach at the southern-most end of the Town of Southern Shores town limits, including engineered placement of approximately 1,000 feet of sand to be tapered north of the 1,500 feet as a necessary function of the project; and

WHEREAS, disturbance of the Town's ocean beaches that are within the limits of a completed public beach nourishment project should be limited to preserve the integrity of the professionally designed and permitted project as it enhances the public trust ocean beach; and

WHEREAS, the Town Council finds that it is in the interest of the public's health, safety, morals and general welfare that the Town's Code of Ordinances be amended as stated below.

ARTICLE II. Construction.

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

ARTICLE III. Amendment of Waterways and Beaches Ordinance.

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

PART I. That Town Code Sec. 34-55 be amended as follows:

...
(e) Beach bulldozing prohibited. On the Town's ocean beaches that are within the limits of a completed public beach nourishment project, bulldozing sand, pushing sand by mechanical means or other mechanical change to the topography is prohibited except in the following situations:

- (1) When such work is performed as a part of a hurricane or erosion protection project or beach nourishment project sponsored by the town or any local, state or federal government agency;
 - a. When work is performed upon the ocean beaches in compliance with this subsection, the equipment operator must have a copy of the CAMA permit/exemption letter from the town on his/her person when conducting this activity and be familiar with all of the conditions associated with the permit.
- (2) When such work is performed at the direction of, and with authorization by, the town for the purpose of beach maintenance; and
- (3) When such work is authorized by the Town Council following a natural disaster.

ARTICLE IV. Severability.

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

ARTICLE V. Effective Date.

This ordinance amendment shall be in full force and effect from and after the 20 day of June, 2017.



Thomas M. Bennett
Mayor

ATTEST: *Stephanie*
Town Clerk

Town Clerk

APPROVED AS TO FORM:



Town Attorney

Date adopted:

Motion to adopt by Councilmember: Gary McDonald

Motion seconded by Councilmember: Leo Holland

Vote: 5AYES 0NAYS