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

December 11, 2018
COUNCIL MEETING-5:30 P.M.-PITTS CENTER

REVISED

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 –November 7, 2018 Special Mtg. & Regular Mtg. EMAILED
      ii. GEACC Interlocal Agreement Amendment-Education Access Channel Committee (GEACC) voted to recommend an amendment to the interlocal agreement that would allow the committee to approve the transfer of money between line items in the annual budget as long as it does not effect the total annual operating budget. In addition, it clarifies that funds in the contingency line item can be transferred to objects of expenditure as needed.
      iii. Budget Amendment (Intra-Departmental transfer) - Commence approved construction phase of new fire station with construction administration by SSVFD architect.
      iv. Council Meeting Schedule 2019-Resolution 2018-12-01

2. Presentations
   A. Video of 2018 Motorcycle Toy Run and Presentation to Police Chief Kole

3. Staff Reports
   A. Deputy Town Manager/Planning Director
   B. Police Chief
   C. Fire Chief, Southern Shores Volunteer Fire Department
   D. Town Manager's Report
   E. Town Attorney's Report

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
   A. Consideration of Council Directed Draft Amendment (ZTA)-Large Homes TAB 2

6. New Business
   A. Dare County Tourism Board Appointment TAB 3
   B. Historic Landmarks Commission Appointments TAB 4

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

Sheila Kane

From: Skip Wallace <skip.wallace@darenc.com>
Sent: Thursday, November 15, 2018 2:46 PM
To: Sheila Kane
Cc: Fred Newberry; Peter Rascoe
Subject: GEACC Interlocal Agreement Amendment
Attachments: Interlocal Agreement for Government and Education Channels - Draft Revision for Section 6, page 8 11.15.18.pdf

Hello Shelia,

At their meeting yesterday, the Government Education Access Channel Committee (GEACC) voted to recommend an amendment to the interlocal agreement that would allow the committee to approve the transfer of money between line items in the annual budget as long as it does not effect the total annual operating budget. In addition, it clarifies that funds in the contingency line item can be transferred to objects of expenditure as needed.

Attached is a copy of the interlocal agreement with the proposed revision listed in Section 6, (a) 11 on page 8 of the document. If there are any questions regarding the proposed language, please contact County Manager Bobby Outten at 252-475-5811.

Before taking effect, the amended interlocal agreement must be approved by all 10 participating entities and we would like to ask that you include it for your Board's consideration/action at their next meeting. We hope to have the process completed by the end of December. Please let me know as the process moves forward so that I can get the original document to you for necessary signatures.

--

Skip Wallace
Current TV Producer
Public Relations
954 Marshall C Collins Dr
P.O. Box 1000 Manteo, NC 27954
252.475.5901 phone
www.darenc.com

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INTERLOCAL SHARED USE AGREEMENT AMONG THE TOWNS OF NAGS HEAD, MANTEO, KILL DEVIL HILLS, SOUTHERN SHORES, KITTY HAWK, DUCK; THE COUNTY OF DARE; THE DARE COUNTY BOARD OF EDUCATION; COLLEGE OF THE ALBEMARLE; AND UNC COASTAL STUDIES INSTITUTE REGARDING THE GOVERNMENT AND EDUCATION ACCESS CHANNELS

THIS INTERLOCAL AGREEMENT is made and entered into by The Towns of Nags Head, Manteo, Kill Devil Hills, Southern Shores, Kitty Hawk, Duck, North Carolina Municipal Corporations, (the "Municipalities"); The County of Dare (the "County") by and through their Boards of Commissioners; the Dare County Board of Education ("BOE"); College of The Albemarle ("COA"); and UNC Coastal Studies Institute ("CSI") effective the 31st day of December, 2018, pursuant to Article 20, Part 1 of Chapter 160A of the North Carolina General Statutes:

W I T N E S S E T H:

THAT WHEREAS, the Towns of Nags Head, Manteo, and Kill Devil Hills heretofore by a document entitled "Agreement for Shared Use of Government Access Channel Provided by Falcon Cable TV" (the "Agreement") which became effective April 5, 1995, upon its approval by the Towns of Nags Head, Manteo, and Kill Devil Hills, created a Government Access Channel Committee to operate and oversee the government access channel to be operated on the cable TV system;

Thereafter in or about April 1997, the County became a Participating Entity upon its request of January 1997 which was approved by the Towns of Nags Head, Manteo, and Kill Devil Hills;

Thereafter in or about March 2002, the Town of Southern Shores became a Participating Entity upon its request of February 2002 which was approved by the Towns of Nags Head, Manteo, Kill Devil Hills and the County; and

Thereafter in or about October 2002, the Town of Kitty Hawk became a Participating Entity upon its request of August 2002 which was approved by the Towns of Nags Head, Manteo, Kill Devil Hills, Southern Shores and the County; and

Thereafter in or about September 2004, the Town of Duck became a Participating Entity upon its request of July 2004 which was approved by the Towns of Nags Head, Manteo, Kill Devil Hills, Southern Shores, Kitty Hawk and the County; and

Thereafter in or about December 2008, the Dare County Board of Education became a Participating Entity by approval of the Towns of Nags Head, Manteo, Kill Devil Hills, Southern Shores, Kitty Hawk, Duck and Dare County; and

Thereafter in or about June 2011, College of The Albemarle and UNC Coastal Studies Institute became Participating Entities by approval of the Dare County Board of Education and

the Towns of Nags Head, Manteo, Kill Devil Hills, Southern Shores, Kitty Hawk, Duck and Dare County; and

AND, WHEREAS Municipalities and County have operated and utilized the Government Access Channel ("Government Channel") pursuant to the Agreement and BOE and non-members COA and CSI have operated and utilized the Education Access Channel ("Education Channel"), upon addition of COA and CSI as members, all have recognized the need to more particularly set out the rights, duties, obligations and responsibilities of the Participating Entities, to update the procedures used to allocate usage of the Government and Education Channels, and to define the operations of the Government-Education Access Channels Committee (the "Committee");

NOW THEREFORE, Municipalities, County, BOE, COA & CSI in consideration of the mutual rights, duties, obligations and responsibilities hereinafter set out; each agrees with the others as follows:

Section 1. Definitions.

(a) Governmental Access Channel (Government Channel). A channel dedicated by the cable system to present programs of interest to the community on a non-commercial basis.

(b) Education Channel (Education Channel). A channel dedicated by the cable system to be used by educational institutions to present programs of educational interest to the community on a non-commercial basis.

(c) Lottery. Any device, scheme, plan, promotion, contest, or other program and/or presentation which involves directly or indirectly the elements of prize, chance, and consideration or any such device, scheme, plan promotion, contest, or any other program and/or presentation which is, has been, or may be declared a lottery under applicable local, state, or federal law.

(d) Obscene or Indecent Material. Any material in a program and/or presentation which would subject the producer or supplier thereof to prosecution under local, state, or federal law for the production or presentation of obscene or indecent material.

(e) Governmental Unit. Any body politic and corporate under North Carolina law and any agency of the State of North Carolina or Federal Government that is not eligible to become a Participating Entity.

(f) Participating Entity. Nags Head, Manteo, Kill Devil Hills, Southern Shores, Kitty Hawk, Duck, Dare County, the BOE, COA, and CSI.

(g) Local Government Entity. Nags Head, Manteo, Kill Devil Hills, Southern Shores, Kitty Hawk, Duck, and Dare County.

(h) Educational Entity. The BOE, COA, and CSI.

(i) Cable TV Operator. Falcon Cable, its successor Charter Communications and any successors thereto,

Section 2. Rights of Participating Entities.

(a) Each Participating Local Government Entity shall be entitled to equal participation in the operation and use of the Government Channel.

(b) Each Participating Educational Entity shall be entitled to equal participation in the operation and use of the Education Channel.

(c) Each Participating Entity shall appoint one member as provided below (the "Member") to act as its representative on the governing board, which shall be named The Government-Education Access Channels Committee (the "Committee"), and each designated representative to the Committee shall be entitled to one vote on all matters to be decided by the Committee

(d) In the event of disagreement by Participating Local Government Entities on the operation of the Government Channel, or by Participating Educational Entities on the operation of the Education Channel, the Committee shall resolve any such disputes or disagreements. All decisions of the Committee shall be final.

(e) All such decisions of the Committee shall be determined by majority vote; provided however that the Committee shall not have the power or authority to impose or create any financial obligation of any kind for any Participating Entity without the express written consent of the Participating Entity, which consent shall be deemed given upon the Participating Entities' approval of the annual budget of the Committee.

(f) The Cable Operator may participate in the meetings of the Committee upon its request approved by the Chairperson of the Committee, or at the invitation of the Committee, for the purpose of advising and assisting as needed. The Cable Operator shall not have any voting rights at such meeting.

Section 3. The Government-Education Access Channels Committee (the "Committee").

(a) From time to time, each Local Government Entity shall designate one of its elected officials to serve as its representative (the "Member") on the Committee and shall advise the other Participating Entities of the Member selected. From time to time, each Educational Entity shall designate a representative to serve as its representative on the Committee (the "Member") and shall advise the other Participating Entities of the member selected.

(b) The meetings of the Committee shall be scheduled by the Committee but shall be held at least semiannually.

(c) At the first meeting each calendar year, the Members of the Committee shall elect a Chairperson, who shall be responsible for convening and conducting meetings of the Committee, as well as conducting other actions of the Committee. No Member shall serve as Chairperson twice until all other members have either served as Chairperson or have declined to serve as Chairperson.

(d) The Committee shall take such steps as it deems necessary and appropriate in order to fulfill its responsibilities and conduct its business, including election or appointment of any other officers or committees, designation of individuals or organizations to perform functions on its behalf, adoption of rules and policies for the conduct of the Committee and operation of the Government Channel and the Education Channel, or other similar actions.

(e) Subject to the terms and conditions of this Shared Use Agreement, the Committee shall be responsible for supervising and directing the operations of the Government Channel and the Education Channel.

Section 4. Operation and Use of Government and Education Channels.

(a) In accordance with the Franchise Agreement, the Cable TV Operator agreed to furnish the facilities and equipment for operation of the Government and Education Channels. The Cable TV Operator has agreed to provide space to house the equipment and to provide electricity and local telephone service. The Cable TV Operator has also agreed to provide normal maintenance of the equipment as well as technical and consulting assistance to the Committee in the operation of the Government and Education Channels.

(b) The Participating Entities shall be responsible for furnishing all support needed for the operation of the Government and Education Channels, or other items necessary for the operation of the Government and Education Channels, which is not provided by the Cable TV Operator. Unless otherwise agreed in writing, all such expenses and obligations shall be shared equally by the Participating Entities and shall be administered in accordance with North Carolina law and in accordance with rules established by the committee in accordance with this Shared Use Agreement. In no event shall any Participating Entity have any financial obligation of any kind without its expressed consent, which consent shall be deemed given by the Participating Entities' approval of the annual budget of the Committee.

(c) The Committee shall adopt a Standard Operating Procedure (SOP), which will conform and comply with this Agreement and set out guidelines for the channels' day-to-day operations.

(d) The Committee will maintain complete records in accordance with North Carolina Public Records Law (Chapter 132 of the N. C. General Statutes). Copies of materials in the public file shall be available for reproduction upon request, providing the requesting party pays the cost of reproduction.

(e) In the event of an activation of the Dare County Emergency Operations Center, all programming on the Government Channel and the Educational Channel may be preempted for emergency programming and information as may be deemed necessary by the Dare County Control Group or the Dare County Director of Emergency Operations.

Section 5. Regulations.

(a) The Government Channel and/or the Education Channel, respectively, may be available upon approval by the Committee for non-commercial use by Governmental Units who are not Local Government Entities and by educational institutions who are not Educational Entities, upon the filing of an appropriate request in accordance with Section 3 and consistent with the availability of the channel and staff at the time of and for the duration requested. The Committee, or its designated representative, reserves the right to pre-empt programs due to staffing constraints, and adjust these regulations when deemed necessary.

(b) The presentation of advertising material designed to promote the sale of commercial products or services or the solicitation of funds (including advertising by or on behalf of legally qualified candidates for public office) by users authorized by the Committee is prohibited.

(c) These channels shall not be used to present any obscene or indecent matter, or content deemed objectionable as judged by community standards.

(d) These channels shall not be used to present any information, which directly or indirectly concerns a lottery as defined in Section 1c above.

(e) These channels may not be used for political purposes.

Section 6. Fiscal Procedures.

(a) On or before the last day of February annually, the Committee shall submit to the governing boards of Participating Entities a recommended annual budget prepared pursuant to N.C.G.S. 160A-462, meeting all applicable requirements of the Local Government Finance Act and in accordance with the following:

1. Proposed budget expenditures, including expenditures from the fund heretofore established ("Gov-Ed TV Fund") for Government Channel and Education Channel and funded by the parties and by funds received from the State of North Carolina in lieu of franchise fees from the cable provider, shall only be made for and are limited to the acquisition, installation and maintenance of hardware, software and supplies used solely for broadcasting on the Government and Education Channels and for the archiving of broadcast materials and records. Expenditures may be made for production equipment, operating expenses, software, materials, salaries, costs or fees, or anything related to the production of broadcast materials. In addition, expenditures may be made for technological applications including, but not limited to, online streaming video of Government and Education Channel broadcasts. Any expenditures must be approved by the Committee and the governing boards of the Participating Entities, which approval shall be deemed given by the Participating Entities' approval of the annual budget of the Committee. Notwithstanding the foregoing, Gov-Ed TV Fund revenue may be used to construct, equip, maintain and improve a broadcast studio for use by the Participating Communities. Notwithstanding the forgoing, no expenditures shall be made to pay any direct costs or expenses associated with the recording and/or broadcasting of the Council, Commissioner or Board meetings of any Participating Entity.

2. Committee, at its discretion, may establish a Local Programming Development Initiative ("LPDI") from Gov-Ed TV Fund to promote additional programming by Participating Entities on Government Channel and Education Channel. Committee or its designated representative(s) will establish LPDI process and criteria for Participating Entities.

3. The unexpended and unobligated surplus of the Gov-Ed TV Fund shall be the primary source of monies with which to fund the proposed budget expenditures. In the event the funds on hand (unexpended and unobligated surplus) are insufficient to meet the budget request, the proposed budget shall allocate the difference among the Participating Entities in the ratio of the usage time of the Channel by each during the next preceding completed fiscal year, i.e. the fiscal year immediately prior to the year in which the budget is being prepared excluding, however, usage of the bulletin board and scrolls from the computation of usage of the channel by the participating communities. Except, however, for any entity that did not use the Channels

during the preceding fiscal year due to suspension or not having been a Participating Entity, the allocation for that entity shall be a fraction of the total funding request with no reduction by the amount of the unexpended and unobligated surplus in which the numerator is one (1) and the denominator is the number of participating entities anticipated for the new fiscal year.

4. Each of the Participating Entities shall consider the proposed Government-Education Access Channels Committee budget in its budget process. In the event any Participating Entity indicates its intent to deny, change, amend, reduce, increase or in any way alter the proposed budget, including its *pro rata* share of the funding request, the Committee shall attempt to reconcile the budget request with and among the Participating Entities.

5. Upon completion of attempts to reconcile the budget, the Committee shall submit an amended budget request to each of the Participating Entities by April 30 of each year. Failure or refusal of any Participating Entity to adopt and ratify the proposed amended budget request, including the requested contribution of funds, shall result in a suspension of that Entity's right to utilize the Channels during the fiscal year for which the budget is requested.

6. If any Participating Entity fails or refuses to adopt the amended budget request, the Committee shall prepare a second amended budget request that reallocates the funding request using the formula in paragraph 3 above among the Participating Entities that adopted the amended budget request. If any Participating Entity has adopted its own budget prior to the receipt of the seconded amended budget request, that Entity shall process the request following its usual procedure for budget amendments.

7. A permanently withdrawn Entity pursuant to Section 10 of the Agreement shall not be entitled to any portion of the unobligated and unexpended funds remaining on deposit in the Gov-Ed TV Fund.

8. All funds received for use by the Committee in the operation of the Government Channel and the Education Channel shall be deposited in an Gov-Ed TV Fund account held and administered by Dare County solely for the purposes and upon the terms set forth in this agreement. Any Participating Entity shall have the right at any time to request a copy of the account, including a record of all receipts and expenditures.

9. All funds received by a Participating Entity from the State of North Carolina as a part of the franchise fee reimbursement program shall be deposited into the Gov-Ed TV Fund account set forth in Paragraph 8 above to be used solely for the purposes and upon the terms set forth in this agreement or as may be required by the State of North Carolina.

10. No employees shall be hired without the consent of the Committee and the Participating Entities' approval of the budget which includes the costs associated with such employee or employees. Applicants for any position to be hired shall be through the Dare County Human Resources Department and shall comply with all requirements thereof. The Dare County Manager shall hire the employee with the advice and consent of the Committee and shall not hire a person that both the Committee and the Manager have not approved. A subcommittee designated by the Committee shall be appointed to participate in the interviews and hiring process. In the event the Dare County Manager and the Committee cannot agree on the person to be hired, no person shall be hired. In the event that an employee is hired, the employee shall be an employee of Dare County. Dare County shall be reimbursed all costs and expenses associated with such employee or employees by the Committee. As an employee of Dare County such employees shall be governed by all rules of employment as from time to time may be established by Dare County, shall be supervised by Dare County as directed by the County Manager, and may be disciplined and/ or terminated by the Dare County Manager as provided in the Dare County employment policies in effect at the time of such discipline or termination.

11. The Committee may approve transfer amounts between objects of expenditure in the annual budget without limitation and without a report or approval of the Boards of participating entities as long as there is no effect on the total annual operating budget. In addition, the Committee may authorize transfer amounts from the Contingency appropriation to objects of expenditure as needed.

Section 7. Content and Indemnification.

(a) Content. The Participating Entities shall have complete responsibility for the content of the programming on the Government Channel and Education Channel. The programming shall comply with all applicable laws, rules and regulations of the FCC. The programming shall not contain any material which is libelous, slanderous, obscene, or otherwise unprotected by the United States Constitution, and will not, when transmitted by the Cable Operator, subject the cable Operator to any liability of any kind or violate any legal requirement, or infringe upon or give rise to any adverse claim with respect to any right of any person or entity.

(b) Indemnification. Each Participating Entity and/or any governmental or educational unit will at all times indemnify and hold harmless Committee and its members; all Government Channel and Educational Channel employees and volunteers; and other Participating Entities, their elected officials, employees, agenda and licensees from and against any and all claims, judgments, damages, losses, costs and expenses, including programming of the Government and Education Channels arising from their use of the Government and Education Channels.

Section 8. Programming

(a) The Local Government Entities may use the Government Channel and the Educational Entities may use the Education Channel for any lawful, nonprofit purpose for the benefit of the citizens in this area, including distribution of educational, governmental, informational, or other public interest programming by units of government. No commercial activity, commercial advertising or other programming for which payment is made shall be permitted. It is further agreed that the Government Channel and the Education Channel cannot be used for political advertising, for programming supporting or opposing any candidate for office, or for other political programming or political purpose with the exception that each Participating Entity may use the Government Channel to air up to four times a candidate forum sponsored by the Participating Entity with candidates in an election for the Participating Entity's jurisdiction and during the Participating Entities election cycle. It is further agreed that if a candidate is seeking an elected office that represents Dare County directly even if the office is a state office, a candidate forum could be sponsored by any of the Participating Entities and aired up to four times.

In order for a forum to be sponsored and broadcast on the Government Channel, no Participating Entity may use LDPI funding to produce a Candidate Forum. Forums must be funded by a neutral third party or a sponsoring municipality/county. Notwithstanding the foregoing, elected officials and employees of the parties to this Agreement may appear on the Government and Education Channels in the performance of their duties in the normal course of business.

(b) Programming shall be determined by the Committee, or its designated representative(s), in accordance with its rules, Standard Operating Procedures, and this Shared Use Agreement, and may include meetings of government boards and governmental units, and other governmental and educational programming from outside sources, including but not limited to The Open Public Events Network (OpenNet), the Department of Travel and Tourism, and other governmental and educational units.

(c) The Government Channel and Education Channel programming will include the Bulletin Board as a regular feature, which may carry information:

(1) Government or Educational Events

(2) Scheduling announcements for Government or Education Channel

(3) Announcements by Participating Entities

(4) Announcements for other communities that become participants

in this Shared Use Agreement.

(5) Announcements for other Governmental or Educational Units

Section 9. Scheduling.

(a) Each Local Governmental Entity shall be entitled to an equal share of the time available for programming on the Government Channel and the Committee shall establish rules and procedures for scheduling programming to guarantee equal opportunity and access for each Local Governmental Entity, which shall include a fair and equitable rotation of the most desirable time periods. Any disputes or conflicts regarding scheduling may be brought before the Committee by any Participating Entity for resolution. The decision of the Committee on such matters shall be final.

(b) Each Educational Entity shall be entitled to an equal share of the time available for programming on the Educational Channel and the Committee shall establish rules and procedures for scheduling programming to guarantee equal opportunity and access for each Educational Entity, which shall include a fair and equitable rotation of the most desirable time periods. Any disputes or conflicts regarding scheduling may be brought before the Committee by any Participating Entity for resolution. The decision of the Committee on such matters shall be final.

(c) The Committee, or its designated representative(s), shall have the power to establish a comprehensive general schedule for the Government Channel and Education Channel, specifying the time for Bulletin Board announcements, programming by the Participating Entities, programming from other governmental and educational units and the amounts of time to be allotted to each. The Committee, or its designated representative(s), shall be responsible for ensuring the maximum use of the Government Channel and Education Channel for their intended purposes and shall have the authority to make rules allowing unused time allotted to a Participating Entity to be used for other appropriate purposes. Any disputes or conflicts regarding scheduling may be brought before the Committee by any Participating Entity for resolution. The decision of the Committee on such matters shall be final.

Section 10. Addition and Withdrawal of Participating Entities

Other Dare County incorporated towns or other educational institutions served by the Cable Operator may be permitted to become participants in this Shared Use Agreement on such terms and conditions as may negotiated between the Participating Entities and the requesting party. At any time, any Participating Entity may withdraw and shall be relieved of any further obligations under this agreement; provided however that a withdrawing Participating Entity shall remain obligated in all respects for the period of its participation prior to the effective date of withdrawal and for the budgeted obligations of the Committee for the remainder of the fiscal year of withdrawal. In the event this Shared Use Agreement is terminated by all parties, any funds on deposit for operation of the Government and Education Channels shall be first used to pay all existing expenses

and obligations, then to pay all obligated budget items. Upon payment of such sums, the remaining balance will revert to the Participating Entities equally. In the event that any party or parties (but not all parties) shall withdraw from the terms of this agreement, such withdrawing entity shall not be entitled to reimbursement or return of any funds and all such funds on deposit with the Committee shall be deemed forfeited to the Committee by the withdrawing entity. Similarly, a withdrawing entity shall have no claim or right to any equipment or other assets of the Committee or any share thereof.

Section 11. Amendments, Modifications and Notices.

This Shared Use Agreement may be amended, modified or terminated at any time by affirmative vote equal to or greater than two thirds of the Participating Entities. Further, any party may withdraw from this agreement by the giving of a ninety (90) day notice, in writing, by the terminating party and addressed to the non-withdrawing parties. Said notice shall designate the effective date of withdrawal.

Section 12. Effective Date.

This Shared Use Agreement shall become effective on the latest date that all parties hereto ratify this agreement by a resolution of the governing board of each and the resolution is spread upon the minutes of each of said boards. Upon ratification, this agreement shall continue and be effective for ten (10) calendar years, expiring on the last day of the one hundred twenty first (121st) month following ratification unless extended by written agreement of the then participating governments.

IN TESTIMONY WHEREOF The Participating Entities have caused this instrument to be executed in their names and behalf by their Mayors, attested by their Clerks, and their corporate seal affixed hereto, all as the acts and deeds of the Municipalities pursuant to a resolution of their Boards of Commissioners adopted at duly assembled meetings thereof as indicated below; and The County of Dare has caused this instrument to be executed in its name and behalf by its Chairperson, attested by the Clerk to the Board and its seal affixed hereto, all as the act and deed of its Board of Commissioners, pursuant to a resolution adopted as indicated below, all effective the day and year of the latest ratification by a party hereto; The Dare County Board of Education has caused this instrument to be executed in its name and behalf by its Chairperson, attested by the Secretary to the Board and its seal affixed hereto, all as the act and deed of its Board, pursuant to a resolution adopted as indicated below, all effective the day and year of the latest ratification by a party hereto; College of The Albemarle has caused this instrument to be executed in its name and behalf by its Chairperson, attested by the Secretary to the Board and its seal affixed hereto, all as the act and deed of its Board, pursuant to a resolution adopted as indicated below, all effective the day and year of the latest ratification by a party hereto; and UNC Coastal Studies Institute has caused this instrument to be executed in its name and behalf by its President, and its seal affixed

hereto, all as the act and deed of its institution, pursuant to a resolution adopted as indicated below, all effective the day and year of the latest ratification by a party hereto.

Adopted by the Town Council of the Town of Duck, North Carolina, this the _____ day of _____, 2018.

Town of Duck, North Carolina

(Corporate Seal)

By: _____
Mayor

Attest:

_____
Town Clerk

****

Adopted by the Town Council of the Town of Southern Shores, North Carolina, this the _____ day of _____, 2018.

Town of Southern Shores, North Carolina

(Corporate Seal)

By: _____

Mayor

Attest:

_____
Town Clerk

Adopted by the Town Council of the Town of Kitty Hawk, North Carolina, this the _____ day of _____, 2018.

Town of Kitty Hawk, North Carolina

(Corporate Seal)

By: _____
Mayor

Attest:

_____
Town Clerk

****

Adopted by the Board of Commissioners of the Town of Kill Devil Hills, North Carolina, this the _____day of _____, 2018.

Town of Kill Devil Hills, North Carolina

(Corporate Seal)

By: _____

Mayor

Attest:

_____
Town Clerk

Adopted by the Board of Commissioners of the Town of Nags Head, North Carolina, this the _____ day of _____, 2018.

Town of Nags Head, North Carolina

(Corporate Seal)

By:_____
Mayor

Attest:

_____
Town Clerk

****

Adopted by the Board of Commissioners of the Town of Manteo, North Carolina, this the _____ day of _____, 2018.

Town of Manteo, North Carolina

(Corporate Seal)

By:_____
Mayor

Attest:

_____
Town Clerk

Adopted by the Board of Commissioners of the County of Dare, North Carolina, this the _____ day of _____, 2018.

County of Dare, North Carolina

(Corporate Seal)

By:_____
Robert Woodard, Chairperson
Attest:

_____
Gary L. Gross, Clerk to the Board

****

Adopted by the Dare County Board of Education, this the _____ day of _____, 2018.

Dare County Board of Education

(Corporate Seal)

By:_____
Chairperson

Attest:

_____
Secretary to the Board

Adopted by College of The Albemarle, this the _____day of _____, 2018.

College of The Albemarle

(Corporate Seal)

By:_____

Attest:

_____
Secretary to the Board

****

Adopted by the UNC Coastal Studies Institute, this the_____ day of _____, 2018.

UNC Coastal Studies Institute

(Corporate Seal)

By: _____

Attest:

_____

Town of Southern Shores
Budget Amendment Number # 7

Fire Services Increases			Fire Services Decreases		
Account Number	Description	Amount	Account Number	Description	Amount
54-50402	Architectural Services	50,000	54-50404	Construction Debt Service	50,000
	TOTAL			TOTAL	$ 50,000

Explanation: To commence construction phase of new fire station with construction administration by SSVFD architect

Recommended By:

J. Peter Rascoe, III, Town Manager

Approved By:

Tom Bennett, Mayor

Date

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

Resolution 2018-12-01

COUNCIL MEETING SCHEDULE 2019
[NCGS §160A-71 and §143-318.12; Section 6. Rules of Procedure of Town Council]

WHEREAS, the Town Council of Southern Shores hereby resolves to notice and implement the following meeting schedule for calendar year 2019, and;

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

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

- Tuesday, January 8, 2019, 5:30 p.m.
- Tuesday, February 5, 2019, 5:30 p.m.
- Tuesday, March 5, 2019, 5:30 p.m.
- Tuesday, April 2, 2019, 5:30 p.m.
- Tuesday, May 7, 2019, 5:30 p.m.
- Tuesday, June 4, 2019, 5:30 p.m.
- Tuesday, July 9, 2019, 5:30 p.m.
- Tuesday, August 6, 2019, 5:30 p.m.
- Tuesday, September 10, 2019, 5:30 p.m.
- Tuesday, October 1, 2019, 5:30 p.m.
- Wednesday, November 6, 2019, 5:30 p.m.
- Tuesday, December 3, 2019, 5:30 p.m.

BE IT RESOLVED that Special Meetings of the Town of Southern Shores Town Council will take place on the following dates and times and only to transact the specific items of business indicated below:

- Tuesday, February 26, 2019, 9:00 a.m. (Council planning session)
- Tuesday, April 23, 2019, 9:00 a.m. (Budget work session)

BE IT RESOLVED any meeting may be cancelled by the Mayor for lack of agenda items.

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

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

BE IT FURTHER RESOLVED, allowance of public comment will be placed on the agenda for each Regular Meeting of the Council, pursuant to NCGS §160A-81.1 and consistent with Section 15 of the Rules of Procedure of Town Council, for any citizen to address the Council on any matter not noticed on the agenda for a public hearing; as the meeting presiding officer, the Mayor is authorized to establish Rules for any public comment period.

Adopted this 11th day of December 2018

S E A L

Thomas G. Bennett, Mayor

ATTEST:

Sheila Kane, Town Clerk

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

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") is a predominately single-family residential community for families and retirees, as well as a vacation destination for seasonal visitors who rent single-family dwellings; and

WHEREAS, The Town is a quiet seaside residential community comprised primarily of small low density neighborhoods consisting of single family homes primarily on large lots (i.e., at least 20,000 sq ft); and

WHEREAS, the Town has long desired to maintain its low density residential character by not permitting large oversized homes, increased commercial development and increased density. The Town recognizes that increases in density increase the need for public services related to safety, fire prevention, water supply, schools and traffic congestion; and

WHEREAS, the Town recognizes that a growing trend on the Outer Banks and other coastal areas in North Carolina and nationally, is to construct large buildings on residentially zoned properties which purport to be single-family dwellings, but which are often designed for and after construction and permitting advertised, maintained and used as vacation rentals or event facilities for large numbers of people; and

WHEREAS, pursuant to North Carolina General Statutes § 160A-174 the Town may enact and amend ordinances that define, prohibit, regulate, or abate acts, omissions, or conditions, detrimental to the health, safety, or welfare of its citizens and the peace and dignity of the Town, and may define and abate nuisances; and

WHEREAS, pursuant to N.C.G.S. § 160A-381, the Town may enact and amend ordinances regulating the zoning and development of land within its jurisdiction and specifically the height, number of stories and size of buildings and other structures, the percentage of lots that may be occupied, the size of yards, courts and other open spaces, the density of population, the location and use of buildings, structures and land. Pursuant to this authority and the additional authority granted by N.C.G.S. Chap. 160A, Art. 19 et. seq, 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, pursuant to N.C.G.S. § 160A-383, the Town may use zoning regulations to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to lessen congestion in the streets; to secure safety from fire, panic, and dangers; and to facilitate the efficient and adequate provision of transportation, water, sewerage, schools, parks, and other public requirements. In doing so, the Town may take into account the character of the Town's zoning districts and their peculiar suitability for particular uses with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the Town; and

WHEREAS, 2015 N.C. Sess. Law 86 made substantial changes to the text of N.C.G.S. § 160A-381(h) which limited the Town's authority to regulated "building design elements." In particular, the changes to N.C.G.S. § 160A-381 prohibit the Town from regulating density or use of residential structures through restrictions on the number of bedrooms as the Town has historically regulated such density. These changes require that the Town's Zoning Ordinance be updated accordingly; and

WHEREAS, the Town finds that in order to effectively regulate the density of population within the Town following the adoption of 2015 N.C. Sess. Law 86 the Town must regulate the size and bulk of residential structures within its jurisdiction; and

WHEREAS, the Town finds that having a reasonable maximum size limitation of single-family dwellings of 6,000 sq. ft. and providing additional regulation of single-family dwellings between 4,000 sq. ft. and 6,000 sq. ft. is a fair and equitable balancing of the Town's interests to regulate size and population density and to maintain the historical and residential character of developed areas of Town compared with property owners' interests in using their property for residential purposes; and

WHEREAS, the Town finds that such regulation will not result in a decrease in value of buildings and lands within the Town and is consistent with the Town's unique single-family residential nature and character; and

WHEREAS, the Town further finds that in accordance with the findings above it is in the interest of and not contrary to the public's health, safety, morals and general welfare for the Town to amend the Town's Zoning Ordinance and Town Code of Ordinances as stated below.

ARTICLE II. Construction.

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

ARTICLE III. Amendment of Zoning Ordinance.

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

PART 1. That **Sec 36-209. RSOF-1 single-family ocean front overlay residential district.** be added as follows:

(a) *Intent*. The RSOF-1 district is established to provide for the low-density development of single-family detached dwellings in an environment which preserves sand dunes and other unique natural features of the oceanfront area of the Town. The district is intended to promote stable, permanent neighborhoods characterized by low vehicular traffic flows, abundant open space, and low impact of development on the natural environment and adjacent land uses. The district is also intended to promote the continued use of single-family detached dwellings as rental homes for vacationing tourists in a manner consistent with historical and residential character of developed areas of the Town.

(b) *Permitted Uses*. The uses permitted within the RS-1 zoning district by right shall be permitted by right.

(c) *Conditional Uses*. The uses permitted as conditional uses in the RS-1 zoning district shall be permitted as conditional uses using the standards and requirements of the RS-1 zoning district.

(d) *Dimensional Requirements*. The dimensional requirements and analysis of the RS-1 zoning district shall apply except the following requirements shall apply to all single-family dwellings:

(1) Impervious pavement side yard (setback): 10 feet.

And the following shall apply to single-family dwellings having greater than 4,000 sq. ft. of enclosed living space and not having greater than the 6,000 sq. ft. maximum enclosed living space allowed within the RS-1 district:

(2) Minimum front yard (setback): 50 feet.
(3) Minimum side yard (setback): 25 feet.
(4) Impervious pavement side yard (setback): 15 feet.
(5) Maximum allowable lot coverage: 25 percent.
(6) Height: 28 feet.

(e) *Refuse/Recycling Receptacle Area*: A fenced area hidden from view of the public but accessible to users of the property shall be provided in a sufficient size to enclose and contain the number of trash receptacles required by Town Code Sec. 26-6.

(f) *Landscaping Buffer Requirements*. The following landscape buffering requirements shall apply:

(1) Along the front property line, a single row of plantings 10 feet wide shall be planted and maintained.
(2) Along the side property line of a structure having no greater than 4,000 sq. ft. of enclosed living space, a single row of plantings 10 feet wide shall be planted and maintained.
(3) Along the side property line of a structure having greater than 4,000 sq. ft. of enclosed living space, a double staggered row of plantings 15 feet wide shall be planted and maintained.
(4) All plantings shall be of a species that is known to adapt to and survive in local conditions.

(g) *Parking Requirements*. In addition to the parking requirements of Sec. 36-163, the following shall apply to all parking areas within the district:

(1) Parking spaces shall be 10 feet by 20 feet.
(2) All parking spaces shall be adjacent to a two way 18 feet wide (minimum) drive aisle.
(3) No stacked parking shall be allowed.

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 of the above-stated reasons, any reasons stated during the meetings at which this ordinance amendment was considered and any additional reasons supporting the Town's adoption of this ordinance amendment, 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 _____, 2018.

_____,
Tom Bennett, Mayor

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

Date adopted:

_____
Motion to adopt by Councilmember:

_____
Motion seconded by Councilmember:

Vote:___AYES___NAYS

Sheila Kane

From: Sheila Kane
Sent: Friday, November 16, 2018 12:06 PM
To: council@southernshores-nc.gov
Subject: Dare County Tourism Board
Attachments: Application for Board Appointments.pdf

Council,

Councilman Christopher Nason is scheduled for re-nomination as the Town of Southern Shores representative on the Dare County Tourism Board effective January 2019.

If you would like to be an alternate nominee for the Dare County Board of Commissioner's consideration, please fill out the attached application form and submit it back to me by Tuesday, November 27th at 5:00 p.m.

This will be an agenda item for the December meeting.

Thank you,

Sheila Kane, CMC, NCCMC
Town Clerk
Town of Southern Shores
5375 N Virginia Dare Trail
Southern Shores, NC 27949
(252) 261-2394 phone
(252) 255-0876 fax
skane@southernshores-nc.gov

TOWN OF SOUTHERN SHORES
BOARD VOLUNTEER APPLICATION

DATE: November 8 2016

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

NAME: Lorele: Costa

PHONE: (HOME) 252-455-1404
PHONE: (WORK) 252-261-8839
Email: Lorele:Costa@yahoo.com

ADDRESS: 253 Wax Myrtle

OCCUPATION (Past & Present): Executive Director

EMPLOYER: OBX Community Foundation

EDUCATIONAL BACKGROUND

School(s)	Dates	Area of Study	Cert or Degree
UNC Chapel Hill	1995-1999	American Studies	BA

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)

I honestly do not have experience or education in architecture but I do have an interest in flat tops & in historic preservation.

I work for the Community Foundation & our office is a flat top cottage, so I know these quirky buildings fairly well! Also I have helped to organize the flat top tours each year that it's been held.

BLANK

TOWN OF SOUTHERN SHORES
BOARD VOLUNTEER APPLICATION

DATE: 11/07/16

Municipal Board(s) or Committee(s) interested in: HISTORIC LANDMARKS COMMISSION

NAME: RICHARD PERKINS PHONE: (HOME) 261-2872
~~PHONE~~ CELL (WORK) 707-4569
Email: RPERKINSCO@YAHOO.COM

ADDRESS: 4 FERN LN. SOUTHERN SHORES

OCCUPATION (Past & Present)
RETIRED
REAL ESTATE & CONSTRUCTION

EMPLOYER
PERKINS & COMPANY REALTORS

EDUCATIONAL BACKGROUND

School(s)	Dates	Area of Study	Cert or Degree
WILSON CO. COM. COL.	1965-67	DRAFTING & DESIGN	AAS

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)

SOUTHERN SHORES RESIDENT FOR 36 YEARS

LIFELONG RESIDENT of EASTERN N.C. WITH INTEREST IN AREA HISTORY.

BLANK

TOWN OF SOUTHERN SHORES
BOARD VOLUNTEER APPLICATION

DATE: 11/4/16

Municipal Board(s) or Committee(s) interested in: Historic Landmark Comm.

NAME: Tony DiBernardo

PHONE: (HOME) 252 261 4365
PHONE: (~~WORK~~) C - 252 722 2723
Email: LTD32@charter.net

ADDRESS: 32 9th Ave W

OCCUPATION (Past & Present)	EMPLOYER
Part Time Retail Clerk	Trio
Deputy District Director	PA Parole Board
Hearing Examiner	" " "

EDUCATIONAL BACKGROUND

School(s)	Dates	Area of Study	Cert or Degree
Temple U	Grad 1972	Anthropology	B.A.

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)

• Current Chair of the SSCA Architectural Review Board (2014 - present). • TOSS Vegetation Advisory Board member (2005-07)

I have an interest in preserving the unique older structures in TOSS. Some of these structures date to the early development of Southern Shores and identifying them & preserving them contributes to the legacy of our Town.