



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

Southern Shores Town Council Meeting-April 7, 2020

Time: April 7, 2020 3:30 PM

Pitts Center 5377 N Virginia Dare Trl, Southern Shores NC

Join Zoom Meeting: <https://zoom.us/j/612186193> Meeting ID: 612 186 193

Or Dial: +1 253 215 8782 US or +1 301 715 8592 US When prompted, enter meeting ID: 612 186 193 followed by the (#) sign.

1. Opening

- A. Call Meeting to Order
- B. Pledge of Allegiance
- C. Moment of Silence
- D. Amendments to / Approval of Agenda
- E. Consent Agenda **TAB 1**
 - 1. Council Meeting Minutes- March 4, 2020, and March 20, 2020
 - 2. Child Abuse Prevention Month, April 2020 Proclamation #2020-04-01
 - 3. Surplus Resolution -Resolution #2020-04-02
 - 4. Resolution Approving a Title VI Policy for the Town of Southern Shores Resolution #2020-04-03

2. Staff Reports

- A. Interim Town Manager/Planning Director
- B. Town Attorney's Report

3. 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.)

4. Budget Workshop Business (Carryover Agenda items from 4/24 Canceled mtg.)

- A. Town Pay Study **TAB 2**
- B. Beach Nourishment **TAB 3**
- C. SSVFD Radios and Possible Budget Amendment **TAB 4**
- D. Potential No Left Turn Weekends **TAB 5**
- E. Capital Street Projects **TAB 6**
- F. RFQ and/or Extension-Town Engineer Contract Expires June 30, 2020 **TAB 7**

5. New Business

- A. Personnel Policy Change- Emergency Sick Leave Policy **TAB 8**
- B. Amendment to Council Rules of Procedure-Section 8. Electronic Participation in Town Council Meetings **TAB 9**

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

7. Other Business

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

8. Adjourn

MINUTES HAVE BEEN EMAILED TO COUNCIL



Town of Southern Shores

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Child Abuse Prevention Month, April 2020 Proclamation #2020-04-01

Whereas, children are vital to our state's future success, prosperity and quality of life as well as being our most vulnerable assets;

Whereas, all children deserve to have safe, stable, nurturing homes and communities they need to foster their healthy growth and development;

Whereas, child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community;

Whereas, communities that provide parents with the social support, knowledge of parenting and child development and resources they need to cope with stress and nurture their children ensure all children grow to their full potential;

Whereas, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community;

Therefore, we, the Town of Southern Shores do hereby proclaim

April as Child Abuse Prevention Month and call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

Tom Bennett, Mayor
Town of Southern Shores

Date



Town of Southern Shores

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RESOLUTION 2020-04-02

A RESOLUTION DECLARING CERTAIN PROPERTY OF THE TOWN TO BE SURPLUS AND AUTHORIZING THE DISPOSITION OF SAID PROPERTY

WHEREAS, the Town Council of the Town of Southern Shores, North Carolina, has determined that the Town owns certain personal property that is no longer needed or usable by the Town; and

WHEREAS, the property is described below:

DEPT.	MAKE	DISPOSAL
PUBLIC WORKS	STIHL POLE SAW	INOPERABLE-NO VALUE
PUBLIC WORKS	ECHO BLOWER	GOV DEALS

NOW, THEREFORE, BE IT RESOLVED by the Southern Shores Town Council that the Town Manager or his designee are hereby authorized to dispose of the aforementioned property by any means allowable to include offering for sale at public auction, donation to a nonprofit organization, internet on-line offering, private negotiation and sale, upset bid process, or destruction.

AND BE IT FURTHER RESOLVED that property described in this resolution is surplus as of April 7, 2020.

ATTEST:

Thomas G. Bennett, Mayor

Sheila Kane, Town Clerk



MEMORANDUM

TO: Mayor & Council

FROM: Wes Haskett, Interim Town Manager

DATE: April 1, 2020

RE: Resolution Approving a Title VI Policy for the Town of Southern Shores

The North Carolina Department of Transportation's Office of Civil Rights is requiring that municipalities enact a formal Title VI Policy. Title VI of the Civil Rights Act of 1964 states that no person shall on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The 1987 Civil Rights Restoration Act extended these protections to all NCDOT programs and activities, whether federally-assisted or state-funded. Additional categories of protection have been enacted including sex, sexual orientation, low-income, limited English proficiency, age, disability, and religion/creed.

The Title VI Policy must be renewed each year and submitted to NCDOT.

Staff recommends approval of the resolution.



Town of Southern Shores

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

www.southernshores-nc.gov

**RESOLUTION TO ADOPT A TITLE VI POLICY FOR THE TOWN OF SOUTHERN SHORES TO PROHIBIT DISCRIMINATION IN PROGRAMS AND SERVICES AND IN ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE
(#2020-04-03)**

WHEREAS, in 1964, Congress enacted the Civil Rights Act of 1964, which included that section labeled Title VI which prohibits discrimination in any activity which is financed by federal funds or receives federal financial assistance; and

WHEREAS, since the adoption of Title VI, additional federal regulations and court decisions have further refined the definition of “federal financial assistance” and what entities are affected and controlled by Title VI; and

WHEREAS; the Town of Southern Shores has no formal policy in place for defining and preventing discrimination in the activities and for the entities Title VI affects; and

WHEREAS, the interpretation and application are not intuitive or readily understood, requiring an understanding of what “federal financial assistance” might be in any particular situation and what persons or entities must comply with Title VI; and

WHEREAS, a policy and procedure for reporting violations will provide guidelines for the Town, Town Departments and private persons and companies doing business with the Town and receiving federal financial assistance.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southern Shores that the attached “Title VI Policy” is hereby adopted as the official policy of the Town of Southern Shores for applying, reporting and enforcing Title VI of the Civil Rights Act of 1964.

IT IS FURTHER RESOLVED that the Town Manager is authorized to approve this policy on a yearly basis if no changes are made to it.

Adopted this 7th day of April 2020.

Thomas G. Bennett, Mayor

ATTEST:

Sheila Kane, Town Clerk

Title VI Nondiscrimination Policy Statement

It is the policy of the Town of Southern Shores to ensure that no person, shall, on the ground of race, color, national origin, limited English Proficiency, income-level, sex, sexual orientation, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Town of Southern Shores program or activity, including, where applicable, religion, as provided by Title VI of the Civil Rights Act of 1964 and other pertinent nondiscrimination authorities.

The following practices are hereby prohibited throughout the Town of Southern Shores to comply, at a minimum, with Title VI and related requirements:

- Denying to an individual any standard service, financial aid, or other program benefit without good cause;
- Providing any service, financial aid, or other benefit to a person which is distinct in quantity or quality, or is provided in a different manner, from that provided to others under the program;
- Subjecting a person to segregation or separate treatment in any part of a program;
- Restrictions in the enjoyment of any advantages, privileges, or other benefits enjoyed by others;
- Methods of administration which, directly or through contractual relationships, would defeat or substantially impair the accomplishment of effective nondiscrimination;
- Different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual or other integral activities;
- Acts of intimidation or retaliation, including threatening, coercing, or discrimination against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because s/he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing;
- Discrimination in any employment resulting from a program, a primary objective of which is to provide employment.

AGENDA ITEM 4.A PAY PLAN & POSITION CLASSIFICATION STUDY

The pay study was previously distributed to Council at the February 18th Workshop meeting.

A copy of the plan can be review in the packet from February 18th: https://www.southernshores-nc.gov/wp-content/uploads/minutes-agendas-newsletters/Meeting-Packet_2020-02-18.pdf

Please let me know if you need another hard copy printed.

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Town of Southern Shores, NC

April 1, 2020

\$13,974,200 Project

Beach Nourishment Financial Model

Version 5a

Option 1

Uses:

Project	\$ 13,974,200
Cost of Issuance	\$ 100,000
Total:	\$ 14,074,200

Sources:

Borrowed Funds	\$ 7,037,100
County Contributed	\$ 7,037,100
Other	\$ -
Total:	\$ 14,074,200

Cost of Issuance:

Bond Counsel	
Bank Counsel	
LGC	
FA	
Total:	\$ 100,000

PLEDGED FUNDS

	Sales Tax	Occupancy Tax	County Interlocal	Total
2019	\$ 918,986	\$ 968,641		\$ 1,887,627
2020	\$ 918,986	\$ 968,641		\$ 1,887,627
2021	\$ 918,986	\$ 968,641		\$ 1,887,627
2022	\$ 918,986	\$ 968,641		\$ 1,887,627
2023	\$ 918,986	\$ 968,641	\$ 428,944	\$ 2,316,571
2024	\$ 918,986	\$ 968,641	\$ 379,684	\$ 2,267,312
2025	\$ 918,986	\$ 968,641	\$ 330,425	\$ 2,218,052
2026	\$ 918,986	\$ 968,641	\$ 281,165	\$ 2,168,792
2027	\$ 918,986	\$ 968,641	\$ 231,905	\$ 2,119,533
2028	\$ 918,986	\$ 968,641	\$ -	\$ 1,887,627

REPAYMENT FUNDS

	County Interlocal	Town Raised	Total
2019			\$ -
2020			\$ -
2021			\$ -
2022		\$ 1,224,775	\$ 1,224,775
2023	\$ 428,944	\$ 1,224,775	\$ 1,653,719
2024	\$ 379,684	\$ 1,224,775	\$ 1,604,459
2025	\$ 330,425	\$ 1,224,775	\$ 1,555,199
2026	\$ 281,165	\$ 1,224,775	\$ 1,505,939
2027	\$ 231,905	\$ 1,224,775	\$ 1,456,680
2028		\$ 1,224,775	\$ 1,224,775

Coverage Calculations							FY Ending Total Beach Fund Balance*	Repayment Coverage	Pledged Coverage	Repayment Coverage (w/FB)
Fiscal Year	Principal	(3%) Interest	Total Debt Service	Total Revenue	Surplus/Deficit					
2019			\$ -	\$ -	\$ -	\$ -	\$ -			
2020			\$ -	\$ -	\$ -	\$ -	\$ -			
2021			\$ -	\$ -	\$ -	\$ -	\$ -			
2022			\$ -	\$ 1,224,775	\$ 1,224,775	\$ 1,224,775	\$ 1,224,775	0.00	0.00	0.00
2023	\$ 1,407,420	\$ 246,299	\$ 1,653,719	\$ 1,653,719	\$ -	\$ -	\$ 1,224,775	1.00	1.40	1.74
2024	\$ 1,407,420	\$ 197,039	\$ 1,604,459	\$ 1,604,459	\$ -	\$ -	\$ 1,224,775	1.00	1.41	1.76
2025	\$ 1,407,420	\$ 147,779	\$ 1,555,199	\$ 1,555,199	\$ -	\$ -	\$ 1,224,775	1.00	1.43	1.79
2026	\$ 1,407,420	\$ 98,519	\$ 1,505,939	\$ 1,505,939	\$ -	\$ -	\$ 1,224,775	1.00	1.44	1.81
2027	\$ 1,407,420	\$ 49,260	\$ 1,456,680	\$ 1,456,680	\$ -	\$ -	\$ 1,224,775			
2028	\$ -	\$ -	\$ -	\$ 1,224,775	\$ 1,224,775	\$ 1,224,775	\$ 2,449,549			
	\$ 7,037,100	\$ 738,896	\$ 7,775,996							

Town of Southern Shores

Beach Nourishment Projects - Issuance April 2022

Term: 5 years

Interest Rate: 3.50%

Estimated Numbers (1-14-20 from Engineers)

Town Project - 2022

\$ 7,037,100

	Principal	Interest	Debt Service	County Contributed	Town Contributed
2022					
2023	\$ 1,407,420	\$ 246,299	\$ 1,653,719	\$ 428,944	\$ 1,224,775
2024	\$ 1,407,420	\$ 197,039	\$ 1,604,459	\$ 379,684	\$ 1,224,775
2025	\$ 1,407,420	\$ 147,779	\$ 1,555,199	\$ 330,425	\$ 1,224,775
2026	\$ 1,407,420	\$ 98,519	\$ 1,505,939	\$ 281,165	\$ 1,224,775
2027	\$ 1,407,420	\$ 49,260	\$ 1,456,680	\$ 231,905	\$ 1,224,775
2028					
Totals:	\$ 7,037,100	\$ 738,896	\$ 7,775,996	\$ 1,652,123	\$ 6,123,873

Project Costs

Permitting/Design	\$ 435,000
Construction	\$ 11,758,000
Soft/Monitoring	\$ 510,800
Contingency	\$ 1,270,400
Total:	\$ 13,974,200

Par Amount: \$ 14,074,200

Dare Issue: \$ 7,037,100

SS Issue: \$ 7,037,100

Southern Shores - FY20 Valuation	
Penny	7.82¢ Generates
\$ 156,621	\$ 1,224,775

Town of Southern Shores, NC

April 1, 2020

\$13,974,200 Project

Beach Nourishment Financial Model

Version 5a

Town Raised Revenues

7.82¢= \$ 1,224,775

	MSD-1	MSD-2	MSD-3	Commerical District	Town Wide	Total
2022	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775
2023	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775
2024	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775
2025	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775
2026	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775
2027	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775
2028	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775
2029	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775
2030	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775
2031	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775
2032	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775
2033	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775
2034	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775

	Total Value	1¢	% of Project	# of ¢ Needed
MSD-1	\$ 292,514,359	\$ 29,251	55%	23.03
MSD-2	\$ 97,658,980	\$ 9,766	9%	11.29
MSD-3	\$ 198,932,775	\$ 19,893	11%	6.77
Commercial District	\$ 36,122,183	\$ 3,612	0%	0.00
Town Wide	\$ 1,566,207,926	\$ 156,621	25%	1.96
			100%	
<u>Value Discounts</u>				
Collection Rate	99.65%			
Reval Appeals	5.00%			

Town of Southern Shores, NC

April 1, 2020

\$13,974,200 Project

Beach Nourishment Financial Model

Version 5a

5 Year Averages of Revenues

	Sales Tax	Occupancy Tax	Land Transfer Tax	Utility Franchise
2015	\$ 862,727	\$ 953,313	\$ 241,077	
2016	\$ 894,212	\$ 948,488	\$ 236,759	
2017	\$ 923,481	\$ 926,873	\$ 222,408	
2018	\$ 964,512	\$ 1,014,531	\$ 248,575	
2019	\$ 950,000	\$ 1,000,000	\$ 225,000	
5yr Avg:	\$ 918,986	\$ 968,641	\$ 234,764	\$ -

\$ 2,122,391 All Revenues

\$ 1,203,405 All Revenues Except Sales Tax

Town of Southern Shores, NC

April 1, 2020

\$16,685,800 Project

Special Obligation Bond for Beach Nourishment

Version 5b

Option 3

Uses:

Project	\$ 16,685,800
Cost of Issuance	\$ 100,000
Total:	\$ 16,785,800

Sources:

Borrowed Funds	\$ 8,392,900
County Contributed	\$ 8,392,900
Other	\$ -
Total:	\$ 16,785,800

Cost of Issuance:

Bond Counsel	
Bank Counsel	
LGC	
FA	
Total:	\$ 100,000

PLEDGED FUNDS

	Sales Tax	Occupancy Tax	County Interlocal	Total
2019	\$ 918,986	\$ 968,641		\$ 1,887,627
2020	\$ 918,986	\$ 968,641		\$ 1,887,627
2021	\$ 918,986	\$ 968,641		\$ 1,887,627
2022	\$ 918,986	\$ 968,641		\$ 1,887,627
2023	\$ 918,986	\$ 968,641	\$ 747,557	\$ 2,635,184
2024	\$ 918,986	\$ 968,641	\$ 688,807	\$ 2,576,434
2025	\$ 918,986	\$ 968,641	\$ 630,056	\$ 2,517,684
2026	\$ 918,986	\$ 968,641	\$ 571,306	\$ 2,458,933
2027	\$ 918,986	\$ 968,641	\$ 512,556	\$ 2,400,183
2028	\$ 918,986	\$ 968,641	\$ -	\$ 1,887,627

REPAYMENT FUNDS

	County Interlocal	Town Raised	Total
2019			\$ -
2020			\$ -
2021			\$ -
2022		\$ 1,224,775	\$ 1,224,775
2023	\$ 747,557	\$ 1,224,775	\$ 1,972,332
2024	\$ 688,807	\$ 1,224,775	\$ 1,913,581
2025	\$ 630,056	\$ 1,224,775	\$ 1,854,831
2026	\$ 571,306	\$ 1,224,775	\$ 1,796,081
2027	\$ 512,556	\$ 1,224,775	\$ 1,737,330
2028		\$ 1,224,775	\$ 1,224,775

Coverage Calculations							FY Ending Total Beach Fund Balance*	Repayment Coverage	Pledged Coverage	Repayment Coverage (w/FB)
Fiscal Year	Principal	(3%) Interest	Total Debt Service	Total Revenue	Surplus/Deficit					
2019			\$ -	\$ -	\$ -	\$ -	\$ -			
2020			\$ -	\$ -	\$ -	\$ -	\$ -			
2021			\$ -	\$ -	\$ -	\$ -	\$ -			
2022			\$ -	\$ 1,224,775	\$ 1,224,775	\$ 1,224,775	\$ 1,224,775	0.00	0.00	0.00
2023	\$ 1,678,580	\$ 293,752	\$ 1,972,332	\$ 1,972,332	\$ -	\$ -	\$ 1,224,775	1.00	1.34	1.62
2024	\$ 1,678,580	\$ 235,001	\$ 1,913,581	\$ 1,913,581	\$ -	\$ -	\$ 1,224,775	1.00	1.35	1.64
2025	\$ 1,678,580	\$ 176,251	\$ 1,854,831	\$ 1,854,831	\$ -	\$ -	\$ 1,224,775	1.00	1.36	1.66
2026	\$ 1,678,580	\$ 117,501	\$ 1,796,081	\$ 1,796,081	\$ -	\$ -	\$ 1,224,775	1.00	1.37	1.68
2027	\$ 1,678,580	\$ 58,750	\$ 1,737,330	\$ 1,737,330	\$ -	\$ -	\$ 1,224,775			
2028	\$ -	\$ -	\$ -	\$ 1,224,775	\$ 1,224,775	\$ 1,224,775	\$ 2,449,549			
	\$ 8,392,900	\$ 881,255	\$ 9,274,155							

Town of Southern Shores

Beach Nourishment Projects - Issuance April 2022

Term: 5 years

Interest Rate: 3.50%

Estimated Numbers (1-14-20 from Engineers)

Town Project - 2022

\$ 8,392,900

	Principal	Interest	Debt Service	County Contributed	Town Contributed
2022					
2023	\$ 1,678,580	\$ 293,752	\$ 1,972,332	\$ 747,557	\$ 1,224,775
2024	\$ 1,678,580	\$ 235,001	\$ 1,913,581	\$ 688,807	\$ 1,224,775
2025	\$ 1,678,580	\$ 176,251	\$ 1,854,831	\$ 630,056	\$ 1,224,775
2026	\$ 1,678,580	\$ 117,501	\$ 1,796,081	\$ 571,306	\$ 1,224,775
2027	\$ 1,678,580	\$ 58,750	\$ 1,737,330	\$ 512,556	\$ 1,224,775
2028					
Totals:	\$ 8,392,900	\$ 881,255	\$ 9,274,155	\$ 3,150,282	\$ 6,123,873

Project Costs

Permitting/Design	\$ 435,000
Construction	\$ 14,146,000
Soft/Monitoring	\$ 587,900
Contingency	\$ 1,516,900
Total:	\$ 16,685,800

Par Amount: \$ 16,785,800

Dare Issue: \$ 8,392,900

SS Issue: \$ 8,392,900

Southern Shores - FY20 Valuation	
Penny	7.82¢ Generates
\$ 156,621	\$ 1,224,775

Town of Southern Shores, NC

April 1, 2020

\$16,685,800 Project

Special Obligation Bond for Beach Nourishment

Version 5b

Town Raised Revenues

7.82¢= \$ 1,224,775

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2022	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775
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2027	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775
2028	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775
2029	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775
2030	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775
2031	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775
2032	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775
2033	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775
2034	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775

	Total Value	1¢	% of Project	# of ¢ Needed
MSD-1	\$ 292,514,359	\$ 29,251	55%	23.03
MSD-2	\$ 97,658,980	\$ 9,766	9%	11.29
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Commercial District	\$ 36,122,183	\$ 3,612	0%	0.00
Town Wide	\$ 1,566,207,926	\$ 156,621	25%	1.96
			100%	
<u>Value Discounts</u>				
Collection Rate	99.65%			
Reval Appeals	5.00%			

Town of Southern Shores, NC

April 1, 2020

\$16,685,800 Project

Special Obligation Bond for Beach Nourishment

Version 5b

5 Year Averages of Revenues

	Sales Tax	Occupancy Tax	Land Transfer Tax	Utility Franchise
2015	\$ 862,727	\$ 953,313	\$ 241,077	
2016	\$ 894,212	\$ 948,488	\$ 236,759	
2017	\$ 923,481	\$ 926,873	\$ 222,408	
2018	\$ 964,512	\$ 1,014,531	\$ 248,575	
2019	\$ 950,000	\$ 1,000,000	\$ 225,000	
5yr Avg:	\$ 918,986	\$ 968,641	\$ 234,764	\$ -

\$ 2,122,391 All Revenues

\$ 1,203,405 All Revenues Except Sales Tax

Town of Southern Shores, NC

April 1, 2020

\$14,755,600 Project

Special Obligation Bond for Beach Nourishment

Version 5c

Option 4

Uses:

Project	\$ 14,755,600
Cost of Issuance	\$ 100,000
Total:	\$ 14,855,600

Sources:

Borrowed Funds	\$ 7,427,800
County Contributed	\$ 7,427,800
Other	\$ -
Total:	\$ 14,855,600

Cost of Issuance:

Bond Counsel	
Bank Counsel	
LGC	
FA	
Total:	\$ 100,000

PLEGGED FUNDS

	Sales Tax	Occupancy Tax	County Interlocal	Total
2019	\$ 918,986	\$ 968,641		\$ 1,887,627
2020	\$ 918,986	\$ 968,641		\$ 1,887,627
2021	\$ 918,986	\$ 968,641		\$ 1,887,627
2022	\$ 918,986	\$ 968,641		\$ 1,887,627
2023	\$ 918,986	\$ 968,641	\$ 520,758	\$ 2,408,386
2024	\$ 918,986	\$ 968,641	\$ 468,764	\$ 2,356,391
2025	\$ 918,986	\$ 968,641	\$ 416,769	\$ 2,304,397
2026	\$ 918,986	\$ 968,641	\$ 364,775	\$ 2,252,402
2027	\$ 918,986	\$ 968,641	\$ 312,780	\$ 2,200,407
2028	\$ 918,986	\$ 968,641	\$ -	\$ 1,887,627

REPAYMENT FUNDS

	County Interlocal	Town Raised	Total
2019			\$ -
2020			\$ -
2021			\$ -
2022		\$ 1,224,775	\$ 1,224,775
2023	\$ 520,758	\$ 1,224,775	\$ 1,745,533
2024	\$ 468,764	\$ 1,224,775	\$ 1,693,538
2025	\$ 416,769	\$ 1,224,775	\$ 1,641,544
2026	\$ 364,775	\$ 1,224,775	\$ 1,589,549
2027	\$ 312,780	\$ 1,224,775	\$ 1,537,555
2028		\$ 1,224,775	\$ 1,224,775

Coverage Calculations							FY Ending Total Beach Fund Balance*	Repayment Coverage	Pledged Coverage	Repayment Coverage (w/FB)
Fiscal Year	Principal	(3%) Interest	Total Debt Service	Total Revenue	Surplus/Deficit					
2019			\$ -	\$ -	\$ -	\$ -	\$ -			
2020			\$ -	\$ -	\$ -	\$ -	\$ -			
2021			\$ -	\$ -	\$ -	\$ -	\$ -			
2022			\$ -	\$ 1,224,775	\$ 1,224,775	\$ -	\$ 1,224,775	0.00	0.00	0.00
2023	\$ 1,485,560	\$ 259,973	\$ 1,745,533	\$ 1,745,533	\$ -	\$ -	\$ 1,224,775	1.00	1.38	1.70
2024	\$ 1,485,560	\$ 207,978	\$ 1,693,538	\$ 1,693,538	\$ -	\$ -	\$ 1,224,775	1.00	1.39	1.72
2025	\$ 1,485,560	\$ 155,984	\$ 1,641,544	\$ 1,641,544	\$ -	\$ -	\$ 1,224,775	1.00	1.40	1.75
2026	\$ 1,485,560	\$ 103,989	\$ 1,589,549	\$ 1,589,549	\$ -	\$ -	\$ 1,224,775	1.00	1.42	1.77
2027	\$ 1,485,560	\$ 51,995	\$ 1,537,555	\$ 1,537,555	\$ -	\$ -	\$ 1,224,775			
2028	\$ -	\$ -	\$ -	\$ 1,224,775	\$ 1,224,775	\$ -	\$ 2,449,549			
Total	\$ 7,427,800	\$ 779,919	\$ 8,207,719							

Town of Southern Shores

Beach Nourishment Projects - Issuance April 2022

Term: 5 years

Interest Rate: 3.50%

Estimated Numbers (1-14-20 from Engineers)

Town Project - 2022

\$ 7,427,800

	Principal	Interest	Debt Service	County Contributed	Town Contributed
2022					
2023	\$ 1,485,560	\$ 259,973	\$ 1,745,533	\$ 520,758	\$ 1,224,775
2024	\$ 1,485,560	\$ 207,978	\$ 1,693,538	\$ 468,764	\$ 1,224,775
2025	\$ 1,485,560	\$ 155,984	\$ 1,641,544	\$ 416,769	\$ 1,224,775
2026	\$ 1,485,560	\$ 103,989	\$ 1,589,549	\$ 364,775	\$ 1,224,775
2027	\$ 1,485,560	\$ 51,995	\$ 1,537,555	\$ 312,780	\$ 1,224,775
2028					
Totals:	\$ 7,427,800	\$ 779,919	\$ 8,207,719	\$ 2,083,846	\$ 6,123,873

Project Costs

Permitting/Design	\$ 435,000
Construction	\$ 12,505,000
Soft/Monitoring	\$ 474,200
Contingency	\$ 1,341,400
Total:	\$ 14,755,600

Par Amount: \$ 14,855,600

Dare Issue: \$ 7,427,800

SS Issue: \$ 7,427,800

Southern Shores - FY20 Valuation	
Penny	7.82¢ Generates
\$ 156,621	\$ 1,224,775

Town of Southern Shores, NC

April 1, 2020

\$14,755,600 Project

Special Obligation Bond for Beach Nourishment

Version 5c

Town Raised Revenues

7.82¢= \$ 1,224,775

	MSD-1	MSD-2	MSD-3	Commerical District	Town Wide	Total
2022	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775
2023	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775
2024	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775
2025	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775
2026	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775
2027	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775
2028	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775
2029	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775
2030	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775
2031	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775
2032	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775
2033	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775
2034	\$ 673,626	\$ 110,230	\$ 134,725	\$ -	\$ 306,194	\$ 1,224,775

	Total Value	1¢	% of Project	# of ¢ Needed
MSD-1	\$ 292,514,359	\$ 29,251	55%	23.03
MSD-2	\$ 97,658,980	\$ 9,766	9%	11.29
MSD-3	\$ 198,932,775	\$ 19,893	11%	6.77
Commercial District	\$ 36,122,183	\$ 3,612	0%	0.00
Town Wide	\$ 1,566,207,926	\$ 156,621	25%	1.96
			100%	
<u>Value Discounts</u>				
Collection Rate	99.65%			
Reval Appeals	5.00%			

Town of Southern Shores, NC

April 1, 2020

\$14,755,600 Project

Special Obligation Bond for Beach Nourishment

Version 5c

5 Year Averages of Revenues

	Sales Tax	Occupancy Tax	Land Transfer Tax	Utility Franchise
2015	\$ 862,727	\$ 953,313	\$ 241,077	
2016	\$ 894,212	\$ 948,488	\$ 236,759	
2017	\$ 923,481	\$ 926,873	\$ 222,408	
2018	\$ 964,512	\$ 1,014,531	\$ 248,575	
2019	\$ 950,000	\$ 1,000,000	\$ 225,000	
5yr Avg:	\$ 918,986	\$ 968,641	\$ 234,764	\$ -

\$ 2,122,391 All Revenues

\$ 1,203,405 All Revenues Except Sales Tax

Town of Southern Shores, NC

April 1, 2020

\$16,196,500 Project

Special Obligation Bond for Beach Nourishment

Version 5d

Option 5

Uses:

Project	\$ 16,196,500
Cost of Issuance	\$ 100,000
Total:	\$ 16,296,500

Sources:

Borrowed Funds	\$ 8,148,250
County Contributed	\$ 8,148,250
Other	\$ -
Total:	\$ 16,296,500

Cost of Issuance:

Bond Counsel	
Bank Counsel	
LGC	
FA	
Total:	\$ 100,000

PLEGGED FUNDS

	Sales Tax	Occupancy Tax	County Interlocal	Total
2019	\$ 918,986	\$ 968,641		\$ 1,887,627
2020	\$ 918,986	\$ 968,641		\$ 1,887,627
2021	\$ 918,986	\$ 968,641		\$ 1,887,627
2022	\$ 918,986	\$ 968,641		\$ 1,887,627
2023	\$ 918,986	\$ 968,641	\$ 690,064	\$ 2,577,692
2024	\$ 918,986	\$ 968,641	\$ 633,026	\$ 2,520,654
2025	\$ 918,986	\$ 968,641	\$ 575,989	\$ 2,463,616
2026	\$ 918,986	\$ 968,641	\$ 518,951	\$ 2,406,578
2027	\$ 918,986	\$ 968,641	\$ 461,913	\$ 2,349,541
2028	\$ 918,986	\$ 968,641	\$ -	\$ 1,887,627

REPAYMENT FUNDS

	County Interlocal	Town Raised	Total
2019			\$ -
2020			\$ -
2021			\$ -
2022		\$ 1,224,775	\$ 1,224,775
2023	\$ 690,064	\$ 1,224,775	\$ 1,914,839
2024	\$ 633,026	\$ 1,224,775	\$ 1,857,801
2025	\$ 575,989	\$ 1,224,775	\$ 1,800,763
2026	\$ 518,951	\$ 1,224,775	\$ 1,743,726
2027	\$ 461,913	\$ 1,224,775	\$ 1,686,688
2028		\$ 1,224,775	\$ 1,224,775

Coverage Calculations							FY Ending Total Beach Fund Balance*	Repayment Coverage	Pledged Coverage	Repayment Coverage (w/FB)
Fiscal Year	Principal	(3%) Interest	Total Debt Service	Total Revenue	Surplus/Deficit					
2019			\$ -	\$ -	\$ -	\$ -	\$ -			
2020			\$ -	\$ -	\$ -	\$ -	\$ -			
2021			\$ -	\$ -	\$ -	\$ -	\$ -			
2022			\$ -	\$ 1,224,775	\$ 1,224,775	\$ -	\$ 1,224,775	0.00	0.00	0.00
2023	\$ 1,629,650	\$ 285,189	\$ 1,914,839	\$ 1,914,839	\$ -	\$ -	\$ 1,224,775	1.00	1.35	1.64
2024	\$ 1,629,650	\$ 228,151	\$ 1,857,801	\$ 1,857,801	\$ -	\$ -	\$ 1,224,775	1.00	1.36	1.66
2025	\$ 1,629,650	\$ 171,113	\$ 1,800,763	\$ 1,800,763	\$ -	\$ -	\$ 1,224,775	1.00	1.37	1.68
2026	\$ 1,629,650	\$ 114,076	\$ 1,743,726	\$ 1,743,726	\$ -	\$ -	\$ 1,224,775	1.00	1.38	1.70
2027	\$ 1,629,650	\$ 57,038	\$ 1,686,688	\$ 1,686,688	\$ -	\$ -	\$ 1,224,775			
2028	\$ -	\$ -	\$ -	\$ 1,224,775	\$ 1,224,775	\$ -	\$ 2,449,549			
Total	\$ 8,148,250	\$ 855,566	\$ 9,003,816							

Town of Southern Shores

Beach Nourishment Projects - Issuance April 2022

Term: 5 years

Interest Rate: 3.50%

Estimated Numbers (1-14-20 from Engineers)

Town Project - 2022

\$ 8,148,250

	Principal	Interest	Debt Service	County Contributed	Town Contributed
2022					
2023	\$ 1,629,650	\$ 285,189	\$ 1,914,839	\$ 690,064	\$ 1,224,775
2024	\$ 1,629,650	\$ 228,151	\$ 1,857,801	\$ 633,026	\$ 1,224,775
2025	\$ 1,629,650	\$ 171,113	\$ 1,800,763	\$ 575,989	\$ 1,224,775
2026	\$ 1,629,650	\$ 114,076	\$ 1,743,726	\$ 518,951	\$ 1,224,775
2027	\$ 1,629,650	\$ 57,038	\$ 1,686,688	\$ 461,913	\$ 1,224,775
2028					
Totals:	\$ 8,148,250	\$ 855,566	\$ 9,003,816	\$ 2,879,943	\$ 6,123,873

Project Costs

Permitting/Design	\$ 435,000
Construction	\$ 13,783,000
Soft/Monitoring	\$ 506,100
Contingency	\$ 1,472,400
Total:	\$ 16,196,500

Par Amount: \$ 16,296,500

Dare Issue: \$ 8,148,250

SS Issue: \$ 8,148,250

Southern Shores - FY20 Valuation	
Penny	7.82¢ Generates
\$ 156,621	\$ 1,224,775

Town of Southern Shores, NC

April 1, 2020

\$16,196,500 Project

Special Obligation Bond for Beach Nourishment

Version 5d

Town Raised Revenues

7.82¢= \$ 1,224,775

	MSD-1	MSD-2	MSD-3	Commerical District	Town Wide	Total
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	Total Value	1¢	% of Project	# of ¢ Needed
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Town Wide	\$ 1,566,207,926	\$ 156,621	25%	1.96
			100%	
<u>Value Discounts</u>				
Collection Rate	99.65%			
Reval Appeals	5.00%			

Town of Southern Shores, NC

April 1, 2020

\$16,196,500 Project

Special Obligation Bond for Beach Nourishment

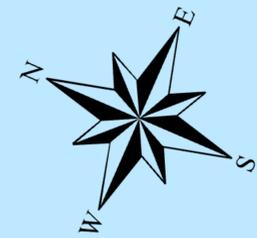
Version 5d

5 Year Averages of Revenues

	Sales Tax	Occupancy Tax	Land Transfer Tax	Utility Franchise	
2015	\$ 862,727	\$ 953,313	\$ 241,077		
2016	\$ 894,212	\$ 948,488	\$ 236,759		
2017	\$ 923,481	\$ 926,873	\$ 222,408		
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2019	\$ 950,000	\$ 1,000,000	\$ 225,000		
5yr Avg:	\$ 918,986	\$ 968,641	\$ 234,764	\$ -	
					\$ 2,122,391 All Revenues
					\$ 1,203,405 All Revenues Except Sales Tax

OSW

OSW



ETJ TRACT 3 - ATLANTIC OCEAN WATERS

MSD-1

MSD-2

MSD-3

C

G-I

RS-1

C

FIRE

R-1

RS-1

RS-10

C

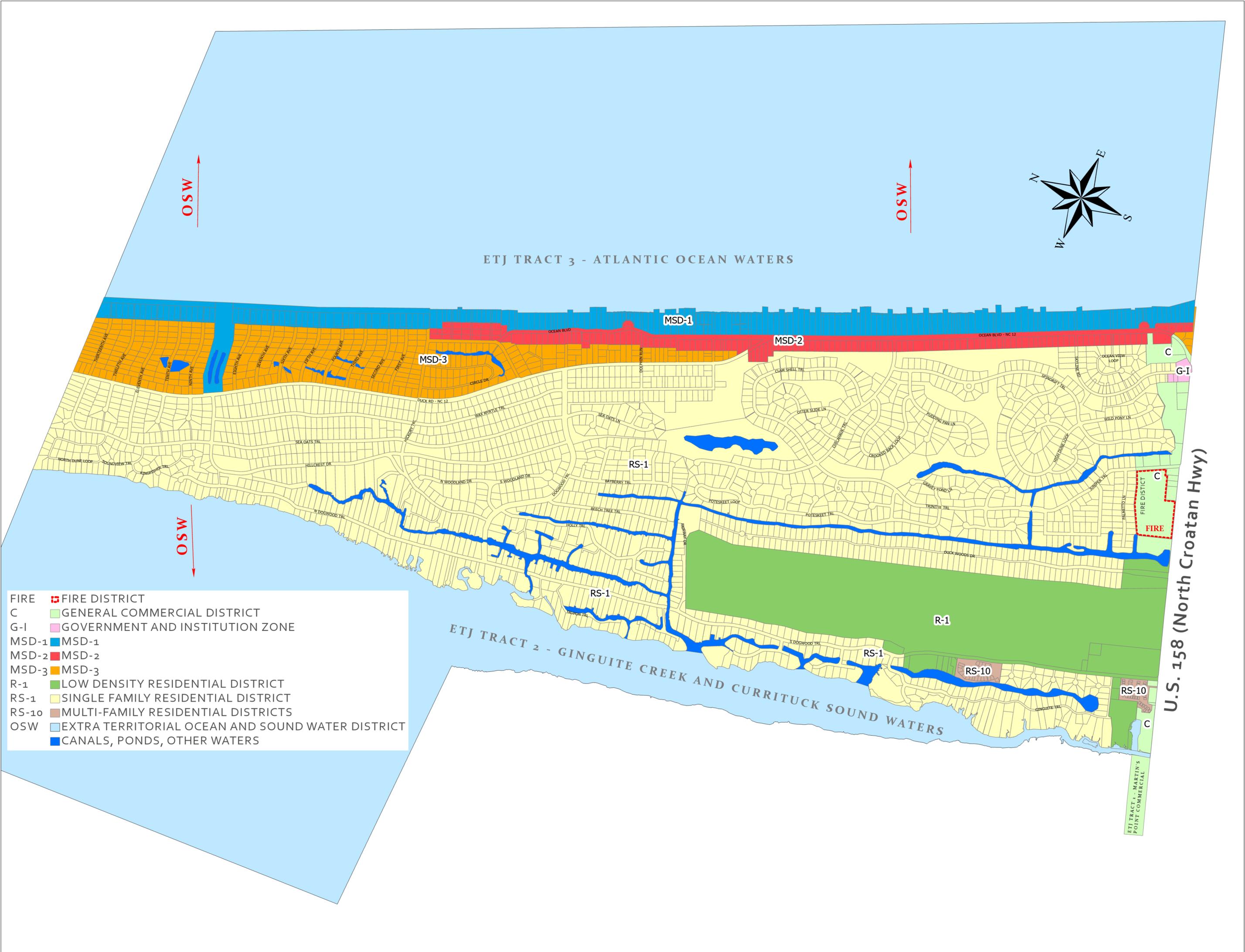
RS-10

C

ETJ TRACT 2 - GINGUITE CREEK AND CURRITUCK SOUND WATERS

U.S. 158 (North Croatan Hwy)

- FIRE FIRE DISTRICT
- C GENERAL COMMERCIAL DISTRICT
- G-I GOVERNMENT AND INSTITUTION ZONE
- MSD-1 MSD-1
- MSD-2 MSD-2
- MSD-3 MSD-3
- R-1 LOW DENSITY RESIDENTIAL DISTRICT
- RS-1 SINGLE FAMILY RESIDENTIAL DISTRICT
- RS-10 MULTI-FAMILY RESIDENTIAL DISTRICTS
- OSW EXTRA TERRITORIAL OCEAN AND SOUND WATER DISTRICT
- CANALS, PONDS, OTHER WATERS



<u>Town</u>	<u>Town-Wide Increase</u>	<u>GF Revenues Appropriated</u>	<u>MSD</u>	<u>% of General Fund Revenue</u>	<u>% of MSD</u>	<u>Notes</u>
Kill Devil Hills	0.3		0.33	8%	92%	*only 1 MSD was established
Nags Head	0		17.5	25%	75%	2 MSD's established
Duck	0	about 200,000	MSD A-0.148 MSD B 0.315	20%	51% Paid by MSD A 29% Paid by MSD B	MSD A- all project area MSD B- oceanfront only
Kitty Hawk	0.2	0.4 of tax rate dedicated to beach nourishment	0.12			

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**Town of Southern Shores
Budget Amendment Number # 10**

**Fire Services
Increases**

**Fire Services
Decreases**

Account Number	Description	Amount	Account Number	Description	Amount
54-50410	New Radios for SSVFD	\$151,990	54-50404	Construction Debt Service	\$151,990

Explanation: To upgrade radios to be compatible with Dare County Communications Center.

Recommended By:

Wes Haskett, Interim Town Manager

Approved By:

Tom Bennett, Mayor

Date

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**Town of Southern Shores
Budget Amendment Number # 13**

**COPY
2018**

**Police and
Streets**

Increases

Decreases

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
	<u>Revenues</u>				
40-39909	Unassigned Fund Balance	\$ 6,200			
	<u>Expenditures</u>				
59-50120	PW Contracted Services	\$ 3,400			
51-50010	Police Salaries	\$ 2,800			

Explanation: The cost associated with No Left Turn on South Dogwood

Recommended By:

Approved By:

J. Peter Rascoe, III, Town Manager

Tom Bennett, Mayor

Date

QUOTE

P.D BROOKS TRAFFIC CONTROL

DATE: 3/4/2020
COMPANY: Town of Southern Shores
CONTACT: Patrick Rascoe/ David Bradley
252-216-7524

LOCATION: US 158
DURATION: Summer 2020

<u>QTY</u>	<u>ITEM</u>	<u>PRICE EACH</u>	<u>EXTENSION</u>
6	48x48 Signs 2/RWA, 2/LTLCA, 2/NLT		
6	Compact Windstands		
60	Traffic Barrels		
1	set-up, pick up and maintain		

PRICE IS FOR SETTING UP (1)
LEFT TURN LANES FROM 8AM TO
8PM ON SATURDAY AND SUNDAY DURING
THE SUMMER ON 2020

Price per weekend , overtime rates apply
if lane closure exceeds 12 hours per day

\$ 3,700.00

THIS QUOTE IS VALID FOR 30 DAYS. THANK YOU FOR THE OPPORTUNITY TO PROVIDE YOU WITH THIS QUOTE.

Frank S. Payne
Vice-President
804/746-5291



Town of Southern Shores Police Department

5375 N. Virginia Dare Trail, Southern Shores, NC 27949
Phone 252-261-3331 / Fax 252-261-4851
infopd@southernshores-nc.gov
www.southernshores-nc.gov



David M. Kole
Chief of Police

February 21, 2018

Subject: No Left Turn NC Rt. 158 (southbound) @ South Dogwood Trail

I have been requested to provide a proposal to include manpower and associated costs to monitor, respond and investigate motor vehicle accidents and enforce traffic violations regarding "No Left Turn" at the above intersection for Memorial Weekend (5/26-Sat) (5/27-Sun) 2018 from 0800 (8am) until 1800 (6pm) each day. This proposal is for a minimum of two police officers, specifically assigned to monitor, and enforce any violations, and respond to and investigate motor vehicle accidents within this intersection during this time frame. It is also understood that a MOU agreement with the Town of Kitty Hawk will also be required.

1-Police Officers @ \$70.00 per hr. x 10hrs =700.00 x 2days = \$1400.00

1-Police Officers @ \$70.00 per hr. x 10hrs =700.00 x 2days = \$1400.00

Total = \$2800.00 (2 Officers)

David M. Kole
Chief of Police

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"Attachment A"

Capital Infrastructure Improvement Plan

Recommended By the Capital Infrastructure Improvement Committee May 30, 2019

Adopted by Town Council July 9, 2019 for Fiscal Year 2019-2020

The following prioritized capital infrastructure improvements are authorized for implementation, and Town staff is authorized to expend appropriated capital funds on surveying and design of lesser prioritized streets if it becomes apparent during the fiscal year that all appropriated funds will not be expended on the targeted higher-priority streets. The East Dogwood Trail capital improvement project shall be implemented as the first priority. In considering economic and environmental conditions, Town staff may implement any other individual "target" project with any other "target" project in the best interest of the Town. [Capital street improvement funds budgeted for FY 19-20 = \$662,340.]

Group A, Target shall be Implemented as First Priority

1. East Dogwood Trail - NC 12 east to Ocean Blvd. w/ stormwater improvements - 670 LF (+/-)

Group A, Other Targets in Order of priority for FY 19-20:

2. Hillcrest Drive - Hickory Trail intersection to SSCA tennis courts - 3,700 LF (+/-) (lessen over-width at hill top.)
3. Sea Oats Trail - 11th Avenue north to NC Highway 12
4. Dewberry Lane - 230 LF (+/-)

Group B, In order of priority subsequent to completion of Group A:

5. Chicahawk Trail - NC Hwy 12 to Trinitie Trail intersection - 2,693 LF (+/-)
6. Hillcrest Drive - from New Sea Oats intersection to NC 12 with improvement to Wax Myrtle intersection - 757 lf (+/-)
7. Trinitie Trail - address road subsidence area near Old Passage
8. Wax Myrtle Trail - East Dogwood Trail south to end 2,720 LF (+/-)
 - Incl. Dolphin Run - 410 LF (+/-)
 - Incl. Porpoise Run - 425 LF (+/-)
9. Ginguite Trail - southern segment - 2,000 LF (+/-)
10. Bayberry Trail - entire length - 1,775 LF (+/-) Incl. Dewberry Ln. - 230 LF (+/-)
11. West Holly Trail - entire length - 830 LF (+/-)
12. Clamshell Trail - Otter Slide east to Chicahawk Trail - 3,440 LF (+/-)
13. S. Dogwood Tr. (street only) - entire length - Dogwood Trls. inters. to US Hwy 158 - 12,672 LF (+/-)
14. Ginguite Trail - Northern segment - 1,800 LF (+/-)

Group C, "Other":

15. Spindrift Trail/High Dune Loop/Wild Pony Lane intersection - 160 LF (+/-)
16. East Dogwood Trail - entire length (excl. previous rebuild segment) - 5,000 LF (+/-)
17. Wax Myrtle and Hickory Trail intersection - 170 LF (+/-)
18. Pintail Trail - entire length - 750 LF (+/-)
19. Land Fall Loop - entire length - 330 LF (+/-)
20. Happy Indian Lane cul-de-sac - 320 LF (+/-)
21. Teal Court - S. Dogwood to cul-de-sac - 275 LF (+/-)
22. North Dogwood Trail - entire length - 5,966 LF (+/-)
23. Turtle Pond Court - entire length - 470 LF (+/-)
24. Trinitie Trail (s/w impr. emphasis) - Clam Shell int. to CPOA Park - **Design Only**

From: [Joseph Anlauf](#)
To: [Wes Haskett](#); [David Bradley](#)
Cc: [David Deel](#)
Subject: Analysis of Future Road Reconstruction Projects Cost
Date: Wednesday, January 8, 2020 10:39:09 AM
Attachments: [2020 Projection of Future Road Reconstruction Costs.pdf](#)

Wes and David,

A study has been performed establishing and analyzing the following:

1. Current average unit price per linear foot for road reconstruction;
2. Inventory of roads or portion of roads that have been repaired;
3. Determination of the total funds needed to complete the balance of road repairs based on the current average unit price;
4. Determination of the number of years needed at the current tax levy to complete the balance of road repairs;

The average unit price per linear foot was established based on a review of the following recent projects:

1. Palmetto Lane;
2. Clam Shell Trail;
3. Yaupon Trail;
4. Skyline Drive;
5. Wild Swan Lane;
6. Osprey Lane;

The scope and range of these various projects was diverse which resulted in a varied unit price cost per project. The average unit price per linear foot was calculated to be \$175.28.

The approximately linear feet of roads repaired to date was determined to be +/-49,985 l.ft. which leaves an approximate balance of future road repairs (by linear feet) of 147,463 l.ft.

This figure multiplied by the cost per linear foot ($\$175.28 \times 147,463 \text{ l.ft.}$) = \$25,848,048.97

At a annual tax levy of \$662,340 it will take over 39 years to go through the balance of roads that not have been improved by full depth reconstruction since about the year 2000.

The unit price per linear foot was determined by analyzing full depth reconstruction projects. The price is subject to change if other techniques such as asphalt surface overlays were used on some of the road inventory balance. I would state for the record that I would not recommend a surface overlay for most of the older roads in Town. Also the total projected cost does not include surveying fees, geotechnical testing fees or engineering design fees or increases in project costs due to change orders. The projected costs also do not account for any project that would be exclusively stormwater related with no associated road improvement.

Please let me know if you have any questions.

Sincerely,
Joseph J. Anlauf, PE
Anlauf Engineering, PLLC

Full Depth Repair (FDR) Unit Price Establishment from Recent Projects				
Road Name	Road Width (ft.)	Road Length (ft.)	Reconstruction Cost (Bid)	Cost per linear Foot
Palmetto Lane	18'	713.8	\$ 133,806.00	\$ 187.46
Clamshell Trail	18'	910.36	\$ 196,261.26	\$ 215.59
Yaupon Trail	14'	1602.02	\$ 373,470.02	\$ 233.12
Skyline Drive	16'	195.42	\$ 32,781.60	\$ 167.75
Wild Swan Lane	18'/16'	957.47	\$ 118,770.00	\$ 124.05
Osprey Lane	18'/16'	1082.28	\$ 133,930.00	\$ 123.75
			Average Unit Price	\$ 175.28

Current Inventory of Roads that Qualify for Powell Bill Grants			
Roads	Road Length (ft.)	Length Repaired	Balance to be reconstructed
1st Avenue	1,476	0	1,476
2nd Avenue	1,449	0	1,449
3rd Avenue	1,428	0	1,428
4th Avenue	1,408	0	1,408
5th Avenue	1,322	0	1,322
6th Avenue	1,328	0	1,328
7th Avenue	1,481	0	1,481
8th Avenue	1,482	0	1,482
9th Avenue	1,963	0	1,963
10th Avenue	2,056	0	2,056
11th Avenue	2,504	0	2,504
12th Avenue	1,915	0	1,915
13th Avenue	1,315	0	1,315
Bayberry Trail	1,852	0	1,852
Bear Track Lane	431	431	0
Beech Tree Trail	2,166	2,166	0
Bent Oak Court	658	0	658
Birch Lane	657	0	657
Blue Pete Court	290	0	290
Bright Lantern Lane	277	0	277
Chicahauk Trail	4,910	2,350	2,560
Circle Drive	2,727	0	2,727
Clam Shell Trail	4,382	910	3,472
Crooked Back Loop	2,800	0	2,800
Cypress Lane	940	518	422
Deer Path Lane	1,519	1,519	0
Dewberry Lane	250	0	250
Dogwood Trail (East)	5,176	541	4,635
Dogwood Trail (North)	5,818	633	5,185
Dogwood Trail (South)	12,375	878	11,497
Dolphin Run	1,058	0	1,058
Duck Woods Drive	6,096	3,811	2,285
Eagles Nest Lane	658	658	0
Fairway Drive	900	900	0
Fern Lane	951	564	387
Fox Grape Lane South	831	831	0
Fox Grape Lane North	477	477	0
Ginguite Trail	2,631	156	2,475

Goose Feather Lane	424	0	424
Gravey Pond Lane	1,659	1,659	0
Gray Squirrel Lane	497	497	0
Happy Indian Court	130	0	130
Happy Indian Lane	688	0	688
Hickory Trail	4,496	2,079	2,417
High Dune Loop	3,588	0	3,588
Hillcrest Drive	7,797	324	7,473
Hollow Beech Court	379	379	0
Holly Trail East	611		611
Holly Trail West	3,509	2,678	831
Honeysuckle Lane	791	791	0
Juniper Trail	2,867	2,166	701
Kingfisher Trail	1,525	0	1,525
Kingfisher Loop	50	0	50
Kingfisher Court	210	0	210
Landfall Loop	337	0	337
Last Hunt Lane	395	0	395
Live Oak Lane	396	0	396
Loblolly Lane	503	119	384
Mistletoe Lane	604	604	0
Mizzen Mast Lane	217	0	217
Mockingbird Lane	350	0	350
North Dune Loop	2,066	288	1,778
Ocean View Loop	1,839	558	1,281
Ocean Boulevard	6,198	0	6,198
Old Passage Lane	597	597	0
Osprey Lane	1,211	1,211	0
Otter Slide Lane	1,265	0	1,265
Oyster Bed Lane	631	0	631
Palmetto Lane	1,425	1,425	0
Periwinkle Place	811	0	811
Pintail Court	290	290	0
Pintail Trail	2,814	0	2,814
Point Comfort Lane	404	0	404
Porpoise Run	951	0	951
Poteskeet Loop	1,819	1,819	0
Poteskeet Trail	3,441	3,441	0
Pudding Pan Lane	1,959	0	1,959

Purple Martin Lane	337	0	337
Red Bay Lane	740	740	0
Sandfiddler Court			
Sandfiddler Court	564	0	564
Sandpiper Lane	337	0	337
Sassafras Lane	357	0	357
Scuppernong Lane	477	477	0
Sea Oats Court	130	0	130
Sea Oats Lane	2,880	0	2,880
Sea Oats Trail	13,839	300	13,539
Skyline Road	2,887	195	2,692
Soundview Trail/Circle	1,525	0	1,525
Spindrift Trail	5,584	657	4,927
Sweetgum Lane	397	99	298
Tall Cliff Court			
Tall Cliff Court	904	0	904
Tall Pine Lane	1,188	1,188	0
Teal Court	330	0	330
Tea Plant Court	417	0	417
Trinitie Trail	4,202	3,888	314
Trout Run	504	0	504
Turtle Pond Court	290	0	290
Twisted Tree Court	267	0	267
Waxmyrtle Trail			
Waxmyrtle Trail	9,335	563	8,772
Widgeon Court	257	254	3
Wild Pony Lane	1,372	0	1,372
Wild Swan Lane	1,105	1,105	0
Wood Duck Court	257	0	257
Woodland Drive	604	0	604
Woodland Drive North	1,222	100	1,122
WoodLand Drive South	1,405	520	885
Yaupon Trail			
Yaupon Trail	1,522	1,522	0
Yucca Lane	512	109	403
Total			
Total	197,448	49,985	147,463

Cost & Time Summary

Unit Cost (\$/ft.)	Total Length Balance (ft.)	Total Funds Required for FDR for remaining roads (\$)	0.05 Tax Levy (\$)	Years to Finish a complete balance of road inventory (years)
\$ 175.28	147,463	\$ 25,848,048.97	\$ 662,340.00	39

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**NORTH CAROLINA
DARE COUNTY**
7176

**SERVICE CONTRACT
PURCHASE ORDER**

THIS CONTRACT is made and entered into this the 16th day of June, 2016, by and between the TOWN OF SOUTHERN SHORES, a body corporate and politic existing pursuant to the laws of the State of North Carolina, (hereinafter referred to as "the TOWN"), party of the first part, and Deel Engineering, PLLC, (hereinafter referred to as "the CONTRACTOR"), party of the second part.

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

The services and/or material to be furnished under this CONTRACT (hereinafter referred to collectively as "SERVICES") and agreed charges are as follows:

The CONTRACTOR shall provide professional engineering, environmental, surveying, construction administration and inspection and other related services upon demand and authorization of the TOWN for infrastructure repair and rebuild projects.

A scope of services, time period for performance of services, limitations on fees and any other special conditions may be established with each work demand order and authorization to proceed issued by the TOWN.

2. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from June 20, 2016 to June 30, 2019 and may be renegotiated with CONTRACTOR for each succeeding one-year period thereafter. Either party may nonetheless cancel this contract on thirty (30) days written notice to the other party by certified mail or personal delivery. The TOWN may cancel this CONTRACT at any time for cause, including, but not limited to, the failure of the CONTRACTOR to satisfactorily perform the SERVICES required under this CONTRACT. This CONTRACT is subject to the availability of funds to purchase the specified SERVICES and may be terminated at any time if such funds become unavailable.

3. PAYMENT TO CONTRACTOR

The TOWN agrees to pay at the rates specified for SERVICES satisfactorily performed in accordance with this CONTRACT. CONTRACTOR's hourly rate schedule for 2016 for CONTRACTOR's SERVICES shall be as set forth in Exhibit A attached to this CONTRACT and incorporated herein as reference. Unless otherwise specified, the CONTRACTOR shall submit an itemized invoice to the TOWN by the end of the month during which SERVICES are performed. Payment will be processed promptly upon receipt and approval by the TOWN of the invoice. On the first anniversary date of this contract and on each subsequent anniversary date thereafter, CONTRACTOR may request an increase in the hourly rate schedule. Increases in the rate schedule must be agreed upon mutually by the TOWN and CONTRACTOR prior to any work being completed under an increased rate.

4. FREEDOM TO EMPLOY

The CONTRACTOR may employ assistants or consultants at its sole expense and discretion as may be necessary to fulfill CONTRACTOR's obligations under this CONTRACT. The CONTRACTOR agrees that anyone to whom it delegates any or all SERVICES called for by this CONTRACT will be competent, qualified and capable of performing the work without any supervision, contact or assistance by the TOWN's employees. Any such assistant or consultant will be employed only by the CONTRACTOR, and will not be an employee of the TOWN.

5. INDEPENDENT CONTRACTOR

Both the TOWN and the CONTRACTOR agree that the CONTRACTOR shall act as an independent CONTRACTOR and shall not represent itself as an agent or employee of the TOWN for any purpose in the performance of the CONTRACTOR'S duties under this CONTRACT. Accordingly, the CONTRACTOR shall be responsible for payment of all Federal, State and local taxes arising out of the CONTRACTOR'S activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

In performing the SERVICES, the CONTRACTOR is acting as an independent CONTRACTOR and shall perform SERVICES in accordance with currently approved methods and practice in the CONTRACTOR'S professional capacity and in accordance with the standards of applicable professional organizations and licensing agencies.

In performing the SERVICES, the CONTRACTOR is acting as an independent contractor and is not an employee, subcontractor, agent, servant, partner nor joint venturer of the TOWN. The CONTRACTOR has the right to use its best judgment and efforts to fulfill the terms and obligations of this CONTRACT. CONTRACTOR further understands and acknowledges the following:

- a. CONTRACTOR will receive no compensation other than as outlined in this CONTRACT and is not subject to nor eligible for any benefits which may be offered by the TOWN to its employees, such as vacation pay, sick leave, insurance coverage or retirement plan participation.
- b. The SERVICES provided in accordance with this CONTRACT are an independent calling or occupation.
- c. The CONTRACTOR is expected to use its own skill, judgment and expertise to fulfill the obligations of this CONTRACT, and is not supervised, directed or controlled by the TOWN as to the means or methods it should employ.
- d. The CONTRACTOR is not required to perform tasks in any particular order or sequence.
- e. The CONTRACTOR needs no training from the TOWN as to how to fulfill its duties and responsibilities.
- f. The CONTRACTOR may determine its own daily schedule and those of its own employees or servants without prior approval of the TOWN.
- g. The CONTRACTOR is not required to devote any particular percentage of its time or resources to perform the SERVICES required hereunder.
- h. The CONTRACTOR shall furnish its own equipment and supplies.

i. Although the CONTRACTOR may be provided the use of the TOWN's facilities, such use is provided merely to facilitate the CONTRACTOR's coordination with the TOWN's staff and communication with vendors, other contractors engaged on the project, and members of the community.

j. To the extent the CONTRACTOR must procure or maintain any insurance, license, certification or trade membership, it must do so at its own cost.

k. This CONTRACT shall not prevent CONTRACTOR from performing other services for other parties. CONTRACTOR may engage in other business endeavors or projects of any kind or nature as long as such activities do not conflict with CONTRACTOR's relationship with the TOWN pursuant to this agreement.

6. OWNERSHIP OF WORK PRODUCT

The TOWN shall retain ownership of all work product developed for or on behalf of the TOWN by the CONTRACTOR, regardless of location, type and format of the work product. All work product will be submitted to the TOWN, or a specified agent or contract consultant of the TOWN, at the TOWN's direction, upon request.

7. INSURANCE AND INDEMNITY

CONTRACTOR shall purchase and maintain reasonable liability insurance coverage, as protection from judgments of any kind, including but not limited to general liability insurance and automobile insurance on all vehicles used by the CONTRACTOR, its employees, agents or sub-contractors in performing SERVICES under this CONTRACT.

The CONTRACTOR shall indemnify and save harmless the TOWN, its agents and employees from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the TOWN or which the TOWN must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from negligent performance of or failure to perform any of the CONTRACTOR's obligations under the terms of this CONTRACT.

The CONTRACTOR shall be fully responsible to the TOWN for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by it, as the CONTRACTOR is for the acts and omissions of persons directly employed by it.

In addition, the CONTRACTOR shall comply with the North Carolina Worker's Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event the CONTRACTOR is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the CONTRACTOR shall carry or cause its employees to carry adequate medical accident insurance to cover any injuries sustained by its employees or agents during the performance of SERVICES. The CONTRACTOR agrees to furnish the TOWN proof of compliance with said Act or adequate medical accident insurance coverage upon request.

The CONTRACTOR upon request by the TOWN shall furnish a Certificate of Insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the

TOWN verifying the existence of any insurance coverage required by the TOWN. The Certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

In the event the CONTRACTOR shall fail at any time to have in force and effect insurance as required by this Section, the CONTRACTOR agrees to indemnify and hold harmless the TOWN for (1) any premium paid by the TOWN to maintain insurance coverage applicable to CONTRACTOR and or its employees or subcontractors, and (2) any workers' compensation benefits paid by the TOWN as a result of the CONTRACTOR's failure to comply with this Section.

8. HEALTH AND SAFETY

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the provision of the SERVICES. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees from the provision of the SERVICES and other persons who may be affected thereby.

9. NON-DISCRIMINATION IN EMPLOYMENT

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this CONTRACT may be canceled, terminated or suspended in whole or in part by the TOWN, and the CONTRACTOR may be declared ineligible for further TOWN contracts.

10. GOVERNING LAW

This CONTRACT shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this CONTRACT shall be brought in the General Court of Justice of the State of North Carolina or in the Federal District Court for the Eastern District of North Carolina.

11. NON WAIVER OF IMMUNITY

Nothing set forth herein is intended nor shall be construed as a waiver of any immunity available to the TOWN, its governing board, officers or employees.

12. OTHER PROVISIONS

This CONTRACT is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto.

13. CONTRACT DOCUMENTS/AMENDMENTS

This document together with the purchase order and any attached exhibits constitutes the entire CONTRACT between the said two parties and supersedes all prior and contemporaneous negotiations, agreements and understandings of either or both parties in connection to the subject

matter of this CONTRACT. The terms of this CONTRACT may only be modified by a written mutual agreement signed by the parties and attached hereto.

14. SIGNATURES

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

DEED ENGINEERING, PLLC

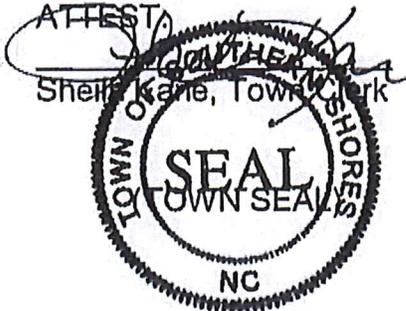
By: David Deel
David Deel, P.E., Owner

WITNESS OR ATTEST BY:

Jeffrey

TOWN OF SOUTHERN SHORES

By: Peter Rascoe
Peter Rascoe, Town Manager



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

Bonnie Swain
Bonnie Swain, Finance Officer

Deel Engineering, PLLC
NC Firm License P-1045
Hourly Rate Schedule for Town of Southern Shores 2016-2017

Hourly Rate Schedule 2016-2017

Category	Hourly Billing Rate
Civil Engineering	\$75/hr.
Environmental Consulting	\$100/hr.
Architectural Consulting	\$100/hr.
Construction Inspection	\$75/hr.
Subcontracted Services	Cost + 10%

Reimbursable Expenses	
18"x24" Prints	\$1.50
18"x24" Mylars	\$3.00
24"x36" Prints	\$2.00
36"x42" Prints	\$2.50
11"x17" copies	\$0.20
11"x17" color copies	\$0.50
Letter/Legal copies	\$0.10
Color letter/legal copies	\$0.50

The rates reflected hereon describe the current billing rates for Deel Engineering, PLLC and Anlauf Engineering, PLLC to perform work in the Town of Southern Shores. Deel/Anlauf Engineering, PLLC, reserves the right to adjust pricing annually, with an effective date of July 1st.

NORTH CAROLINA
DARE COUNTY

RENEWAL/EXTENSION OF SERVICE CONTRACT
Purchase Order #

THIS CONTRACT RENEWAL/EXTENSION is made and entered and entered into this the 4th day of June, 2019, by and between TOWN OF SOUTHERN SHORES, a body corporate and politic existing pursuant to the laws of the State of North Carolina, (the "TOWN") party of the first part and Deel Engineering, PLLC ("Contractor"), party of the second part.

Pursuant to Section 2 of the Service Contract entered into between the parties on June 16, 2016 (the "SERVICE CONTRACT"), the TOWN and the CONTRACTOR have agreed to extend and renew the SERVICE CONTRACT from its extended expiration on June 30, 2019 through June 30, 2020. The terms of the SERVICE CONTRACT shall remain in full force and effect.

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

Witnesses or Attested By:



Town of Southern Shores

By: [Signature]
Title: Acting Town Manager
Date: 8-20-19

Witness or Attested By:

[Signature]

(SEAL)

Contractor

By: [Signature]
Title: President, Deel Engineering, PLLC
Date: 8/30/19

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

[Signature]
Town of Southern Shores Finance Director

MOTION: Councilman Conners moved to approve the Town Attorney contract as presented. The motion was seconded by Mayor pro tem Nason. The motion passed unanimously (5-0).

NEXT AGENDA ITEM

Renewal of Town Engineer Contract

Councilman Newberry and Councilman McDonald both felt that the engineer contract should go out to bid. Councilman Newberry stated there may be other options, give other engineers the opportunity to serve the Town, new ways of thinking and ideas.

Councilman Nason stated it is request for qualifications rather than bids when looking for an engineer. The current open projects would have to be transferred over.

Town Attorney Gallop stated the contract as currently written calls for the option to renew yearly.

Councilman Newberry stated the engineer's contract expires at the end of the month, we didn't plan ahead and having no contract is unacceptable. Council has no option but to renew.

Councilman Conners and Mayor pro tem Nason both called to vote.

MOTION: Councilman Conners moved to extend the Town Engineer's contract (Deel Engineering) for one year. The motion was seconded by Mayor Bennett. The motion passed 3-2 Mayor Bennett, Mayor pro tem Nason and Councilman Conners voting affirmative; Councilman McDonald and Councilman Newberry opposing.

NEXT AGENDA ITEM

Budget Amendment #15- Insurance payment for damage to Juniper Trail

Budget Amendment #14-To recognize unanticipated revenue already received to pay for increased tonnage

MOTION: Mayor pro tem Nason moved to approve Budget Amendment #14 and Budget Amendment #15. The motion was seconded by Councilman McDonald. The motion passed unanimously (5-0).

GENERAL PUBLIC COMMENT

Mayor Bennett again called for public comment and the following citizens offered comment.

1. Willow Kelly-Outer Banks Association of Realtors-Town should look at how the Town of Duck dealt with special events. Rather than putting into law they focused on the impact areas, such as parking, and decks. We do not want to come across as non-welcoming and cut off income for local vendors.

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From: [Bonnie Swain](#)
To: [Buddy Shelton](#); [Chris Simpson](#); [Cynthia Mills](#); [Dabni Shelton](#); [Darrell Brickhouse](#); [David Bradley](#); [David Kole](#); [Eric Brinkley](#); [George Farrow](#); [Jennifer Couture](#); [Jeremy Hemilright](#); [Jonathan Slegel](#); [Matt Cooke](#); [Sheila Kane](#); [Tracy Mann](#); [Wes Haskett](#); [Zachary Eanes](#)
Subject: Emergency Paid Sick Leave and Emergency FMLA
Date: Monday, March 30, 2020 11:19:10 AM
Attachments: [Emergency Paid Sick Leave Policy.pdf](#)

Good morning!

Please see the attached policy that will go into effect on April 1, 2020 and will expire on 12/31/2020. UNC School of Government and our Town Employment Law Attorney have both said that this policy can be approved by the Interim Town Manager and can be adopted by the Town Council retroactively at there next meeting. Should you have any questions, please feel free to ask me!

David Bradley,

I will make copies for all employees in your department since they do not have a town email.

Bonnie

*Bonnie M. Swain, IPMA-SCP
Finance & Personnel Officer
Town of Southern Shores
5375 North Virginia Dare Trail
Southern Shores, NC 27949
Phone: (252) 261-2394, Ext. 224
Fax: (252) 255-0876*



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

The Town provides eligible employees with emergency paid sick leave and emergency FMLA leave under certain conditions as required by the Families First Coronavirus Relief Act. These are two separate forms of leave that in some cases are governed by different rules, as set forth below.

Eligibility

All classes of employees are eligible for emergency paid sick leave and emergency FMLA leave. All employees are eligible for emergency paid sick leave under this policy regardless of the length of their employment. To be an "eligible" employee for purposes of emergency family or medical leave available under this policy, the employee must have been employed by the Town for at least 30 calendar days before requesting the leave.

A. Reason for Emergency Paid Sick Leave

You may take Emergency Paid Sick Leave if you are unable to work (or telework, if allowed) due to a need for leave because:

1. You are subject to a federal, state, or local quarantine or isolation order related to COVID-19;
2. You have been advised by a health care provider to self-quarantine due to concerns related to COVID-19;
3. You are experiencing symptoms of COVID-19 and are seeking a medical diagnosis;
4. You are caring for an individual who is subject to an order as described in 1, above or who has been advised to quarantine or isolate due to concerns related to COVID-19;
5. You are caring for your own child (i) because their school or place of care is closed, or (ii) because your child's childcare provider is unavailable, due to COVID-19 precautions; or
6. You are experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

Duration/Compensation

Employees are entitled to Emergency Paid Sick Leave:

- **Full-time employees:** Up to 80 hours of pay for non-exempt employees, two weeks of pay for exempt employees, or a two-week equivalent of pay for police, at their regular pay rate. However, when caring for a family member (for reasons 4, 5, and 6 above), Emergency Paid Sick Leave is paid at two-thirds the employee's regular rate.
- **Part-time employees:** Emergency Paid Sick Leave provided under this Policy is calculated based on the number of hours the employee works, on average, over a two-week period. Except in extraordinary circumstances, the two-week period used will be the two full weeks immediately preceding the date the leave is requested.
- Paid leave under this shall not exceed \$511 per day (\$5,110 in total) where leave is taken for reasons 1, 2, and 3 described above (generally, an employee is unable to work because of their own illness or quarantine); or \$200 per day (\$2,000 in total) where leave is taken for reasons 4, 5, or 6 (where the employee is unable to work due to a need to care for others or school closures).

Leave Rules

- You may elect to use Emergency Paid Sick Leave before using any accrued paid leave. You are not required to use any other paid leave before using Emergency Paid Sick Leave.
- No leave provided by the Town before April 1, 2020 may be credited against your leave entitlement. In addition, Emergency Paid Sick Leave provided under this Policy cannot be carried over after December 31, 2020 and will not be paid out upon termination.

Requesting Emergency Paid Sick Leave

- If you need to take Emergency Paid Sick Leave, provide notice as soon as possible. Normal call-in procedures apply to all absences from work. You are not required to search for or find a replacement employee to cover the hours during which you are using leave under this policy.

B. Reason for Emergency FMLA Leave

An eligible employee is entitled to Emergency FMLA Leave if the employee is unable to work (or telework, if allowed) due to a need for leave to care for their own child < 18 y.o. because the school or childcare facility for the child has been closed due to public health emergency, or because the childcare provider of such child is unavailable due to a public health emergency.

Duration/Compensation

- No pay is available for first 10 days of leave unless the employee elects to substitute any accrued vacation leave, sick leave or Emergency Sick Leave.
- After 10 days, part-time and full-time employees will receive two-thirds of the employee's regular rate of pay for the number of hours they would normally be scheduled to work, capped at \$200/day and \$10,000 total.

Leave Rules

You may elect to use any accrued paid leave during the first 10 days of Emergency FMLA Leave.

Requesting Emergency FMLA Leave

Where the need for Emergency FMLA Leave provided for in this policy is foreseeable, the employee must provide their supervisor with as much notice of the leave as is practicable.

Job Restoration

The return to work provision of the Town's FMLA Leave policy shall apply to an employee who takes Emergency FMLA leave under this policy.

C. General Provisions

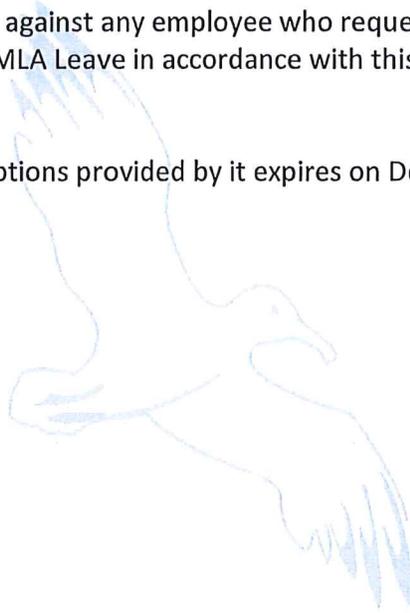
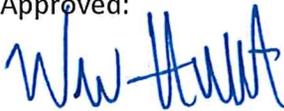
Retaliation

The Town will not retaliate against any employee who requests or takes Emergency Paid Sick Leave or Emergency FMLA Leave in accordance with this policy.

Expiration

This policy and the leave options provided by it expires on December 31, 2020.

Approved:



BLANK



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

Electronic Participation in Town Council Meetings & Electronic Meetings of Town Council

The Town of Southern Shores Town Council (the “Council”) is committed to conducting its meetings in compliance with Article 33C of Chapter 143 of the North Carolina General Statutes (“the North Carolina Open Meetings Law”). To enable all Council members to participate fully in Council meetings, the following requirements shall apply whenever Council member(s) are unable to be physically present and are only able to participate in a Council meeting through electronic means:

1. Where a quorum of the Council members are physically present in the Council chambers for the meeting:
 - A. A remote Council member must be able to hear the Council’s discussion and any presentations made to the Council during the meeting.
 - B. Technical arrangements must be made so that a remote Council member’s comments can be heard by all present for the meeting, including the public.
 - C. A remote Council member must notify the Town Clerk sufficiently in advance of the meeting to ensure that all requirements for remote participation, including technical and equipment needs can be addressed in advance of the meeting.
 - D. A remote Council member may not vote on any matter.
 - E. A remote Council member will not be included in determining whether a quorum is present for the meeting.
 - F. A remote Council member may not participate in a closed session.
 - G. A remote Council member may not participate in any quasi-judicial proceeding.
 - H. The Council minutes must reflect that a remote Council member was not physically present.
 - I. A Council member is discouraged from participating remotely in more than 3 regular Town Council meetings in a 12-month period.

2. In the event of a declared State of Emergency and/or when health or safety of the public, the Town Council members and Town staff may be adversely affected by the presence of Town Council members in the Council chamber or same meeting room the following rules apply:
 - A. The Council may meet electronically pursuant to these requirements without a quorum physically present in the Council chambers so long as a quorum of the Council is participating whether the Council members are acting remotely or present in the Council chambers. A remote Council member must be able to hear the Council's discussion and any presentations made to the Council during the meeting.
 - B. A remote Council member must notify the Town Clerk sufficiently in advance of the meeting to ensure that all requirements for remote participation, including technical and equipment needs can be addressed in advance of the meeting. Technical arrangements must be made so that a remote Council member's comments can be heard by all present for the meeting, including the public.
 - C. Remote Council members may vote on matters before the Council as if they are present in the Council chambers.
 - D. The Council may hold a closed session if otherwise allowed by law when it would be unreasonable to wait until a future in-person meeting to hold the closed session, and when the Council can confirm that the technology being used does not allow anyone who would not be allowed to participate in the closed session to intercept or participate in the closed session.
 - E. The Council should take reasonable precautions to limit voting actions to those items which must be voted on at that time or within the time that an in-person meeting could safely and conscientiously occur. Except for exigent circumstances and then only with the applicant's consent, quasi-judicial proceedings should be rescheduled, postponed or continued to the time when an in-person meeting can safely and conscientiously occur.
 - F. The Council shall comply with N.C. Gen. Stat. Sec. 143-318.13 as same may be amended from time to time, including providing a location and means whereby members of the public may listen to the meeting and the notice of the meeting required by law shall specify that location. A fee of up to twenty-five dollars (\$25.00) may be charged to each listening member of the public to defray in part the cost of providing the necessary location and equipment. In addition, Council shall make a reasonable attempt to allow for:
 - i. Real time transmission of audio of the meeting to the public, and if such transmission is not possible, then a reasonable attempt to publish the audio and video, if any, on the Town's website as soon as reasonably possible;

- ii. Public participation during a public comment period if the meeting is a regular meeting and the only regular meeting of the Council that month; and
- iii. Public participation for any public hearings required by law for the decisions being made during the meeting.

G. The Council should also consider taking action at the next meeting having an in-person quorum to ratify any actions taken electronically under this provision which occurred without a physically present quorum and without all the necessary votes for the action physically present in the Council chambers.

Tom Bennett, Mayor

ATTEST:

Sheila Kane, Town Clerk

Date adopted: _____

Motion to adopt by Council member _____

Motion seconded by Council member _____

Vote: _____ AYES _____ NAYS