



TOWN OF SOUTHERN SHORES
TOWN COUNCIL REGULAR MEETING

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

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

www.southernshores-nc.gov

PITTS CENTER

Tuesday, April 05, 2022 at 5:30 PM

AGENDA

Call Meeting to Order

Pledge of Allegiance

Moment of Silence

Amendments to / Approval of Agenda

Consent Agenda

1. Minute Approval- March 1, 2022, March 9, 2022 & March 15, 2022
2. Tax Pickups and Releases
3. Budget Amendment #20-Workers Comp Claim
4. Budget Amendment #21- To record additional ABC revenue received used to offset the additional cost of DC tax collections for beach nourishment
5. Budget Amendment #22-To make the first debt payment on beach nourishment from revenues collected through MSD's
6. Resolution 2022-04-01 Authority to Reject all Bids and Rebid Service Contract
7. Resolution 2022-04-02 in Support of a Wright Brothers Tribute Museum and Observatory

Presentations

8. Certificate of Appreciation-15 Years of Service, David Kole

Staff Reports

Deputy Town Manager/Planning Director

o Permitting Activity

o Planning Board Actions

Police Chief

o Monthly Report

Fire Chief

o Monthly Report

Town Manager

o Pavement Improvement update

o Beach Nourishment Update

Town Attorney

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

Old Business

9. Mid Currituck Bridge- Update and Amicus Brief Consideration

New Business

10. Public Hearing-ZTA-22-01, a Zoning Text Amendment application submitted by the Town of Southern Shores to amend Town Code Section 36-202 (d)(6), Maximum Allowable Lot Coverage; Section 36-203 (d)(6), Maximum Allowable Lot Coverage; Section 36-204 (d)(6), Maximum Allowable Lot Coverage; Section 36-205 (d)(6), Maximum Allowable Lot Coverage; and Section 36-206 (d)(6), Maximum Allowable Lot Coverage.

11. Small Cell Wireless

- Consideration of TCA 22-03 Undergrounding Requirements
- Public Hearing-ZTA-22-03, a Zoning Text Amendment application submitted by the Town of Southern Shores to amend Town Code Section 36-175, Wireless Telecommunications Sites, Facilities, and Towers

12. Solid Waste-Trash & Recycle

- Bay Disposal Contract Renewal Trash
- Bay Disposal Contract Renewal-Recycle
- Consideration of TCA 22-02 Chapter 26. Solid Waste
- Consideration of Roll-Back Service

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

Council Business

Adjourn



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PITTS CENTER

Tuesday, March 01, 2022 at 5:30 PM

MINUTES

1 Call Meeting to Order

2 Pledge of Allegiance

3 Moment of Silence

4

5 PRESENT

6 Mayor Elizabeth Morey

7 Mayor pro tem Matt Neal

8 Council Member Leo Holland

9 Council Member Mark Batenic

10

11 ABSENT

12 Council Member Paula Sherlock

13

14 Amendments to / Approval of Agenda

15 Motion made by Council Member Holland to approve the agenda as presented, Seconded by Mayor
 16 pro tem Neal. The motion passed unanimously (4-0).

17 Voting Yea: Mayor Morey, Mayor pro tem Neal, Council Member Holland, Council Member Batenic

18

19 Consent Agenda

20 The consent agenda consisted of the following:

21 1. Minutes-February 1, 2022

22 2. The 2022-2023 Government and Education Access Channel Proposed Budget

23 3. Budget Amendment #18-Salary Adjustment

24 Motion made by Council Member Holland to approve the consent agenda as presented, Seconded by
 25 Council Member Batenic. The motion passed unanimously (4-0).

26 Voting Yea: Mayor Morey, Mayor pro tem Neal, Council Member Holland, Council Member Batenic

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29 Presentations

30 Police Chief David Kole introduced and provided a brief bio of each of the police department's new
 31 officers, followed by Town Clerk Sheila Kane performing a ceremonial swearing in of Police Officers,
 32 Richard Deanor, Rick Newell, and Thomas Long.

33

34 Staff Reports

35 Deputy Town Manager/Planning Director Wes Haskett provided the planning report for the month of
 36 February. The Planning Board will be meeting on March 21, 2022 to consider ZTA 22-02 a zoning text
 37 amendment submitted by Quible and Associates on behalf of Ginguite, LLC to amend town code
 38 section 36-207(c) General Commercial District. The board will also reconsider ZTA 21-08 which is a

zoning text amendment application submitted by the Town to amend Town code section 36-165 Regulations Governing Signs.

Police Chief David Kole present the Police Department's monthly report for February and distributed copies of the Southern Shores Police Annual Report.

Fire Chief Ed Limbacher presented the Fire Department's monthly report for February.

Town Manager Cliff Ogburn reported on the following operational highlights:

- Pavement Improvement CIP – The Town Manager would like to present the bid package at Council's March 15th workshop and then advertise by March 18th, with a pre-bid meeting March 24th and bid opening March 31st. He also supplied rebid dates of April 1st, bid opening April 12th, review and recommendations on the 22nd and brought to Council May 3rd.
- Formerly Used Defense Site (FUDS) environmental impacts-a UNC Chapel Hill student is doing an article about the former bombing range, and any impact there may have been to the ground water. It has now been 80 years since this all took place, and the Core of Engineers is not too concerned as they will not perform any type of triage until 2046.

Town Attorney Ben Gallop provided the following updates:

- Remaining Beach Nourishment Easements-There is a handful of remaining easements to get signed and they may need to be pushed to the next stage, a litigation type posture. A resolution will be presented at the mid-month meeting authorizing the process of collection of the remaining beach nourishment easements.
- Mid-Currituck Bridge- Town Attorney Gallop reported he has been in communication with the NCDOT Council who is litigating the case and was able to obtain a brief update and scheduling information. The parties will file a joint appendix which is due March 29th, the plaintiff's briefs are due on the same date, with responses due April 28th. If Southern Shores moves forward with an amicus brief, the due date will be April 28th. The Federal Highway Administration is the primary party to the lawsuit, defending the lawsuit, as it is their permit and their process being challenged. Mr. Gallop stated he is waiting to find out who will be the appellate lawyer so he can speak with them about the advisability of filing an amicus brief, or not, and whether we would be helpful.

Council Member Holland asked the Town attorney if litigation would delay the beach nourishment project, to which Town Attorney Gallop stated it should not.

Council Member Holland asked Town Manager Ogburn is the need to readvertise the bid opportunity for the street improvement projects would postpone Council receiving the bids by the May 3rd meeting? Town Manager Ogburn stated there should still be enough time for staff to review the received bids and present a recommendation to Council by May 3rd.

General Public Comment

Anastasia Forlano-11 Blue Pete- Ms. Forlano was born in Ukraine and has lived on the Outer Banks since 2012, feeling blessed to be a part of the Outer Banks community. She stated so many members of the community want to help Ukraine and that a GoFundMe account is being set up to help provide humanitarian aid to Ukraine. She asked for residents to please consider contributing towards this aid.

Lorelei DiBernardo-32 9th Avenue- on behalf of the League of Women Voters copies of the annual citizens guide was distributed. A calendar reminder was also noted, the State Primary is May 17th this year.

Steve Gudas- 156 Wax Myrtle Trail -The Southern Shores Historic Flat Top Cottage Tour will be held on Saturday, April 30th, 2022 from 1:00 PM to 5:00 PM. This is the fifth such tour of these historic flat tops in the Town of Southern Shores, proceeds will again benefit the Flat Top Preservation Fund of the Outer Banks Community Foundation. \$10 tickets (2 for \$15) will be available on the day of the tour from 1 PM – 5 PM. Tickets will be sold beginning at 1 PM at 156 Wax Myrtle Trail and at the Outer Banks Community Foundation at 13 Skyline Road. Tickets cover admission to all 11+ homes on the tour.

Mayor Morey called for a brief recess at 6:14 P.M.

Council Reconvened at 6:20 P.M.

Old Business

RESOLUTION IN SUPPORT OF THE MID CURRITUCK BRIDGE

Mayor Morey stated it has been many years since a resolution has been approved, now that the US District for the eastern district of North Carolina has ruled that NCDOT and the FHA complied with applicable federal laws and regulations and with the Council's continued efforts to finally get this bridge-built adoption of a new resolution seems appropriate. Mayor Morey further stated she has received a verbal commitment from the other Mayors in Dare County, as well as the chair of the Dare County Board of Commissioners that they will support and follow by doing their own individual resolutions. She also reached out to the Currituck County Manager and hopes to talk with him the following day.

Mayor pro tem Neal encouraged the distribution and replication of the resolution to private businesses, the Chamber of Commerce, local real estates, and the Tourism Board.

Motion made by Council Member Holland to approve Resolution 2022-03-01 as presented, Seconded by Mayor pro tem Neal. The motion passed unanimously (4-0).

Voting Yea: Mayor Morey, Mayor pro tem Neal, Council Member Holland, Council Member Batenic

New Business

CONSIDERATION OF POTENTIAL SCHOLARSHIP AWARD FOR POLICE K9

Police Chief David Kole presented Council with a PowerPoint presentation which highlighted the need for a police K9; narcotics detection, tracking, community policing, and article searching. The police department had applied and/or submitted four grant/funding opportunities within the last two months, totaling more than \$120k. On February 17, 2022, notification was received that the Southern Shores Police Department had been awarded a scholarship grant for a K9 dog, this includes 8-week training sessions which will train and certify the K9 and officer as a K9 Handler. This scholarship is valued at \$19,600.00 and includes basic k9 equipment and state/national certifications, and free lodging.

Police Officer Zack Eanes was responsible for the submittal of the K9 scholarship, he described a passion to become a police K9 handler and the need for one on the northern end of Dare County.

Mayor Morey asked Officer Eanes to share other jurisdictions K9 capabilities. Officer Eanes stated the Sheriff's Department has three, two are currently in training, Nags Head has two, and Kill Devil Hills has one. There is none on the northern end of the county. The Sheriff's Department K9 is a Labrador Retriever trained as a bomb dog, all others are a German Shepherd or Belgian Malinois.

Chief Kole stated by statute officers only have a certain period of time to conduct the traffic stop. It is very rare that they can utilize the Kill Devil Hills K9 within a timely period, as it is often too far south.

Council Member Holland stated with the trend of drug trafficking these days, it will provide another tool in the toolbox. He asked where would the dog be based? Chief Kole stated the K9 would be the responsibility of his handler Officer Eanes and would live at his house.

Council Member Batenic stated police K9 are for life and go with the handler. He felt it would bring an element of safety to the community, sending a good message to both residents and visitors.

Mayor pro tem Neal inquired about what the dog would do when Officer Eanes was off duty. Chief Kole stated there is mandatory at home training with the K9 that Officer Eanes must maintain. If there is a significant need for the dog on one of those days, he will make sure he is available.

Mayor pro tem Neal stated the penny pincher in him wants to say no but asked Chief Kole if he felt having the K9 would be an asset? Chief Kole stated yes.

Mayor Morey was in support and felt the K9 would be a benefit, a community improvement. She stated, when communities are as close together as we are, having an asset that another agency may need from time to time could perhaps build a stronger relationship between the neighboring towns and departments.

Motion made by Council Member Holland to approved acceptance of the scholarship from American K9 Interdiction Training Academy in Carrsville, Va., Seconded by Council Member Batenic. The motion passed unanimously.

Voting Yea: Mayor Morey, Mayor pro tem Neal, Council Member Holland, Council Member Batenic

CONSIDERATION OF MOBILE MESSAGE BOARD PURCHASE

Deputy Chief Slegel presented a PowerPoint presentation for consideration of an equipment purchase in this current budget year. It is a Stalker brand radar/message trailer that is mobile, abilities include counting and monitoring vehicles in both directions, speeds, etc.; the capability to produce hundreds of specialized reports and messages that can be placed on this board. The display is 4 x 8 with three lines of available messaging and the unit comes with a five-year warranty. He recommends that the Town purchase one of these message/radar trailers now and budget for a second one for next fiscal year (FY22-23).

Mayor pro tem Neal preferred a smaller display. He asked Deputy Chief Slegel if he needed an answer on the purchase today. Deputy Chief Slegel stated there is only one in stock currently and he would like to have it available before the summer season.

Council Member Holland preferred the larger 4 x 8 display.

Motion made by Council Member Batenic to approve the purchase of a messaging trailer for the use of messaging and potential speed reduction, Seconded by Council Member Holland.

Town Manager Ogburn stated if Council was inclined to move forward and adopt this evening, an approval of a budget amendment in the amount of \$16,500 from the unassigned fund balance would be required.

Council Member Batenic **amended his motion** to include the approval of a budget amendment in the amount of \$16,500.00, funds to come from the unassigned fund balance, for the purchase of a mobile messaging board, Seconded by Council Member Holland. The motion passed unanimously (4-0).

Voting Yea: Mayor Morey, Mayor pro tem Neal, Council Member Holland, Council Member Batenic

General Public Comment

None

Council Business

Town Attorney Gallop informed Council that during the meeting he has learned who the Federal Highway Administration Council would be and will reach out to her this week to discuss the appeal.

Council Member Holland provide a Tourism Board update for the month of December. Occupancy was up 61%, 34% year to date and meals were up 49%, 51% year to date. He further reported that property managers are reporting this will be a robust summer. Tim Cafferty will be presenting a ten-minute presentation on the Tourism Board at a future Council meeting.

Mayor Morey announced several scheduled council meetings. The Council will hold a retreat on March 9th at 9:00 at the Southern Shores Fire Department. The meeting is open to the public but is not being live-streamed. On March 15th at 9:00 a.m. in the Pitts Center, Council will conduct a workshop meeting and a beach nourishment update meeting is tentatively scheduled for the end of the month, possibly March 29th.

Adjourn

Motion made by Council Member Holland to adjourn the meeting at 7:16 p.m., Seconded by Council Member Batenic. The motion passed unanimously.

Voting Yea: Mayor Morey, Mayor pro tem Neal, Council Member Holland, Council Member Batenic

ATTEST:

Respectfully submitted,

Elizabeth Morey, Mayor

Sheila Kane, Town Clerk

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224

225 **The attached documents are incorporated herewith and are hereby made a part of these**
226 **minutes.**



TOWN OF SOUTHERN SHORES WORK SESSION

www.southernshores-nc.gov
SSVFD 15 S. DOGWOOD TRAIL
Wednesday, March 09, 2022 at 9:00 AM

Item 1.

MINUTES

PRESENT

Mayor Elizabeth Morey
Mayor pro tem Matt Neal
Council Member Leo Holland
Council Member Paula Sherlock
Council Member Mark Batenic

STAFF PRESENT

Town Manager Cliff Ogburn
Deputy Town Manager Wes Haskett
Finance Officer/HR Director Bonnie Swain
Town Clerk Sheila Kane
Public Works Director David Bradley
Police Chief David Kole
Fire Chief Ed Limbacher
Town Engineer Joe Anlauf

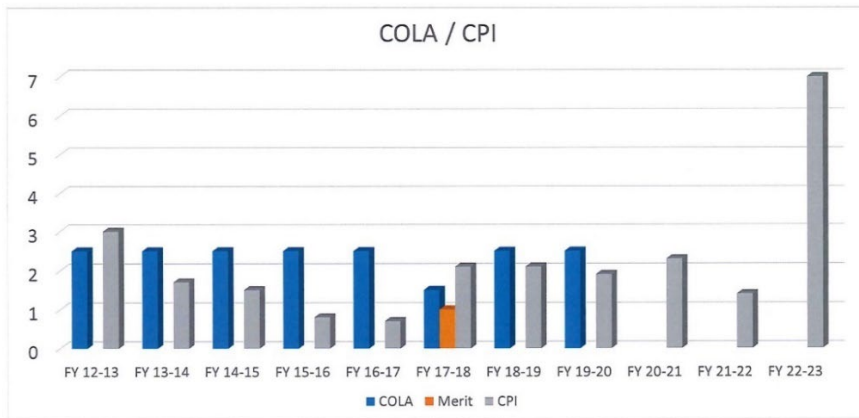
The Southern Shores Town Council met for an annual retreat/work session at the Southern Shores Volunteer Fire Department located at 15 South Dogwood Trail, Southern Shores.

The work session intent is to provide direction to staff for budgeting purposes, priority of projects, and a time for Council to discuss items in a detailed and informal basis; direction is encouraged and welcomed, but formal action is not anticipated.

Mayor Morey convened the work session at 9:00 a.m. and called on Town Manager Ogburn for his list of discussion items.

Budget-Town Manager Cliff Ogburn, Finance Officer Bonnie Swain

Town Manager Ogburn and Finance Officer Bonnie Swain provided an overview of the present and projected financial positions, with hopes to come away from this discussion with a better understanding of how to prioritize expenditures, what amount of fund balance is appropriate to budget and provide any follow-up detail the Council wishes to see concerning the budget in general and in preparing the FY 23 Budget.



FY 20-21 = One time bonus of \$1,000 for full time and \$500 part time

FY 21-22 = Implemented Pay study

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Town of Southern Shores
Analysis of Unassigned Fund Balance 6-30-20

	<u>6/30/2020</u>	<u>CV Revenues over Expenses</u>	<u>Other Changes</u>	<u>6/30/2021</u>
Stabilization by State Statute:				
Accounts receivable	628,003	-	161,887	789,890
Encumbrances	64,109	-	282,053	346,162
	<u>692,112</u>	-	<u>443,940</u>	<u>1,136,052</u>
Prepaid expenses	20,129	-	(14,015)	6,114
Capital reserve fund	187,393	-	20,055	207,448
Capital Project Fund-BN	-		602,062	602,062
Drug enforcement	9,491	-	-	9,491
Subsequent year's budget	-	-	1,270,519	1,270,519
LEOSSA	244,931	(23,541)	-	221,390
Unassigned	<u>5,995,546</u>	<u>855,642</u>	<u>1,192,602</u>	<u>8,043,790</u>
Total GF fund balance	7,149,602	832,101	3,515,163	11,496,866
Unassigned fund balance				8,043,790
Working capital/fund balance policy				<u>(3,000,000)</u>
				5,043,790

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Town of Southern Shores
Analysis of Unassigned Fund Balance 6-30-20

	<u>6/30/2019</u>	<u>CY Revenues over Expenses</u>	<u>Other Changes</u>	<u>6/30/2020</u>
Stabilization by State Statute:				
Accounts receivable	544,646	-	83,357	628,003
Encumbrances	<u>29,017</u>	-	<u>35,092</u>	<u>64,109</u>
	573,663	-	118,449	692,112
Prepaid expenses	5,566	-	14,563	20,129
Capital reserve fund	164,114	-	23,279	187,393
Drug enforcement	9,459	32	-	9,491
Subsequent year's budget	1,325,614	-	(1,325,614)	-
LEOSSA	236,891	8,040	-	244,931
Unassigned	<u>4,173,321</u>	<u>629,623</u>	<u>1,192,602</u>	<u>5,995,546</u>
Total GF fund balance	6,488,628	637,695	23,279	7,149,602
Unassigned fund balance				5,995,546
Working capital/fund balance policy				<u>(3,000,000)</u>
To Balance FY 20-21 Amended Budget				(1,281,688)
Balance FY 21-22 Budget				(1,332,885)
				380,973

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Town of Southern Shores
Analysis of Unassigned Fund Balance 6-30-19

	<u>6/30/2018</u>	<u>CY Revenues over Expenses</u>	<u>Other Changes</u>	<u>6/30/2019</u>
Stabilization by State Statute:				
Accounts receivable	516,629	-	28,017	544,646
Encumbrances	<u>160,376</u>	-	<u>(131,359)</u>	<u>29,017</u>
	677,005	-	(103,342)	573,663
Prepaid expenses	56,116	-	(50,550)	5,566
Capital reserve fund	421,609	(257,495)	-	164,114
Drug enforcement	8,537	922	-	9,459
Subsequent year's budget	-	-	1,325,614	1,325,614
LEOSSA	228,813	8,078	-	236,891
Unassigned	<u>4,752,187</u>	<u>592,856</u>	<u>(1,171,722)</u>	<u>4,173,321</u>
Total GF fund balance	6,144,267	344,361	-	6,488,628

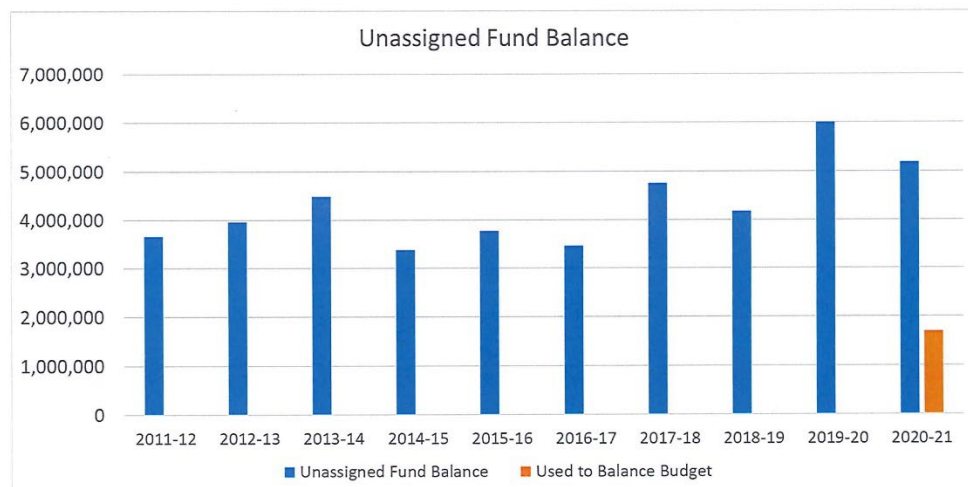
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Town of Southern Shores
Analysis of Unassigned Fund Balance 6-30-18

	<u>6/30/2017</u>	<u>CY Revenues over Expenses</u>	<u>Other Changes</u>	<u>6/30/2018</u>	
Stabilization by State Statute:					
Accounts receivable	1,063,129	-	(546,500)	516,629	decrease due to FEMA and NCDOT receivables PY
Encumbrances	604,515	-	(444,139)	160,376	decrease due to \$ 533,108 beach nourishment PY
	<u>1,667,644</u>	-	<u>(990,639)</u>	<u>677,005</u>	
Prepaid expenses	3,100	-	53,016	56,116	
Capital reserve fund	166,815	254,794	-	421,609	
Drug enforcement	6,762	1,775	-	8,537	
Subsequent year's budget	-	-	-	-	
LEOSSA	221,116	7,697	-	228,813	
Unassigned	<u>3,461,071</u>	<u>353,493</u>	<u>937,623</u>	<u>4,752,187</u>	
Total GF fund balance	5,526,508	617,759	-	6,144,267	
Schedule 1 GF revenues over expenses		614,984			
CRF interest		<u>2,775</u>			
		617,759			

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FUND BALANCE



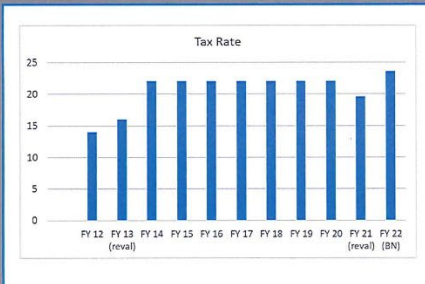
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TAXES

Shared Revenue Percentages		
FY 14-15	11.22%	
FY 15-16	10.72%	
FY 16-17	9.67%	
FY 17-18	10.06%	
FY 18-19	9.62%	
FY 19-20	9.45%	
FY 20-21	9.24%	
FY 21-22	9.19%	

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PROPERTY TAX RATE

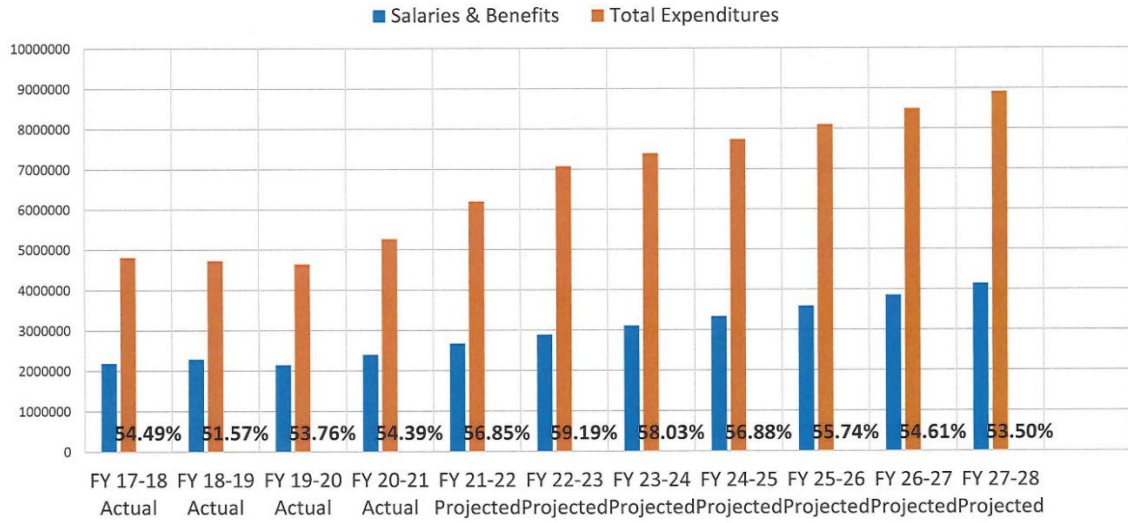


Property Taxes on a \$600,000 home

	Tax Rate	Home Value	Tax Bill
FY 12	14	\$600,000	\$840
FY 13	16	\$600,000	\$960
FY 14	22	\$600,000	\$1,320
FY 15	22	\$600,000	\$1,320
FY 16	22	\$600,000	\$1,320
FY 17	22	\$600,000	\$1,320
FY 18	22	\$600,000	\$1,320
FY 19	22	\$600,000	\$1,320
FY 20	22	\$600,000	\$1,320
FY 21 (revaluation)	19.58	\$720,000	\$1,410
FY 22 (beach nourishment)	23.58	\$720,000	\$1,698

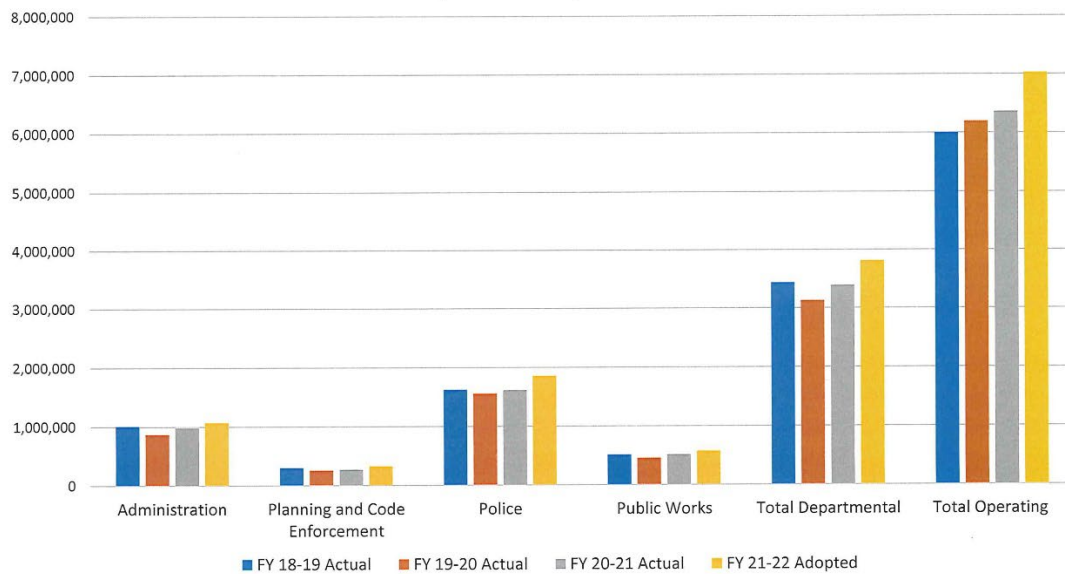
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Salaries as a % of total expenditures

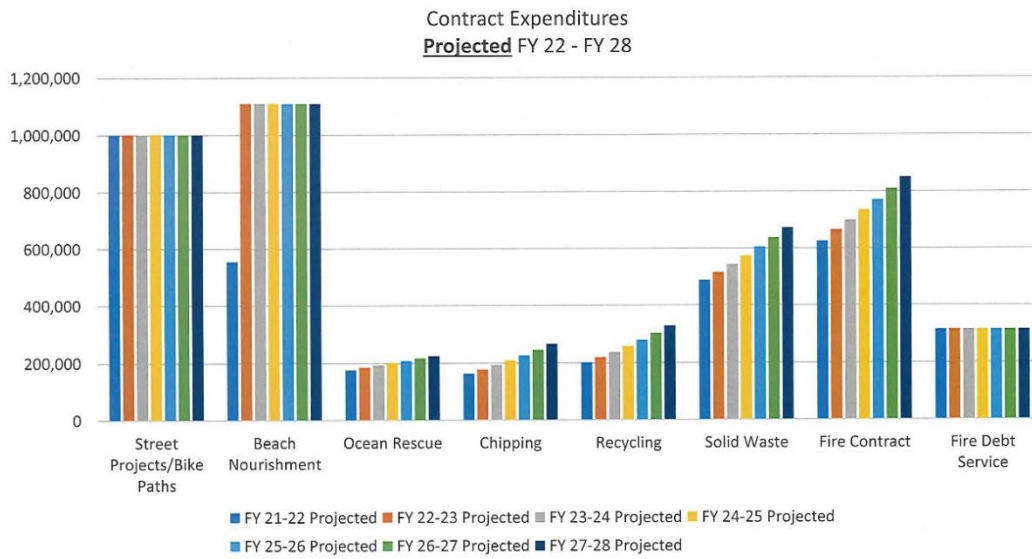


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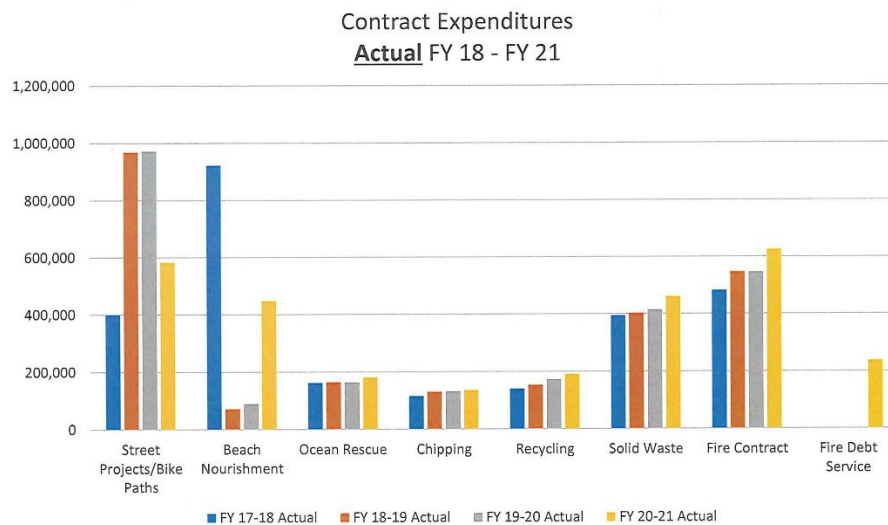
Departmental Expenditures



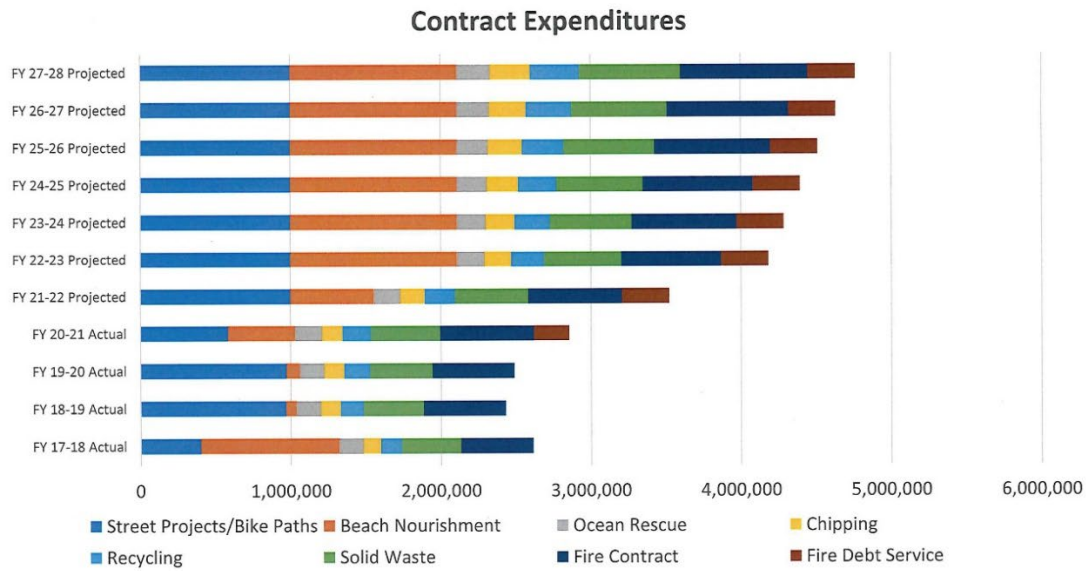
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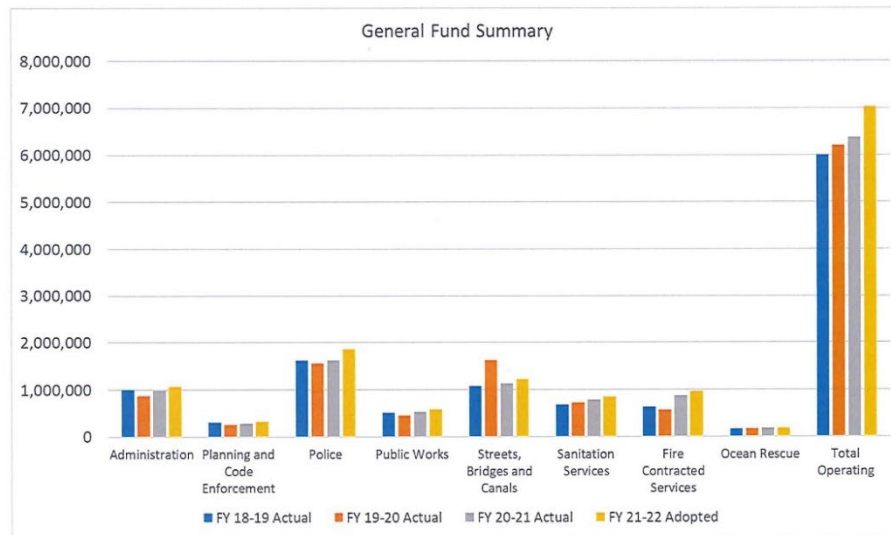
Expenditures

Contract Expenditures

	FY 17-18 Actual	FY 18-19 Actual	FY 19-20 Actual	FY 20-21 Actual	FY 21-22 Projected	FY 22-23 Projected	FY 23-24 Projected	FY 24-25 Projected	FY 25-26 Projected	FY 26-27 Projected	FY 27-28 Projected
Street Projects/Bike Paths	399,883	967,725	971,416	582,240	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Beach Nourishment	922,154	70,557	88,998	446,806	554,555	1,109,109	1,109,109	1,109,109	1,109,109	1,109,109	1,109,109
Ocean Rescue	161,550	163,500	163,500	179,700	176,000	184,000	192,000	200,000	208,000	216,000	224,000
Chipping	115,500	130,000	132,600	135,252	162,957	176,808	191,837	208,143	225,835	245,031	265,859
Recycling	139,849	152,833	172,512	189,711	201,026	218,113	236,653	256,768	278,594	302,274	327,967
Solid Waste	393,891	401,524	414,220	460,411	487,915	514,750	543,062	572,930	604,441	637,685	672,758
Fire Contract	481,925	545,914	545,914	625,358	625,358	665,223	698,484	733,408	770,079	808,583	849,012
Fire Debt Service	0	0	0	235,515	314,020	314,020	314,020	314,020	314,020	314,020	314,020
Total	2,614,752	2,432,053	2,489,160	2,854,993	3,521,831	4,182,024	4,285,165	4,394,379	4,510,078	4,632,703	4,762,725

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Expenditures



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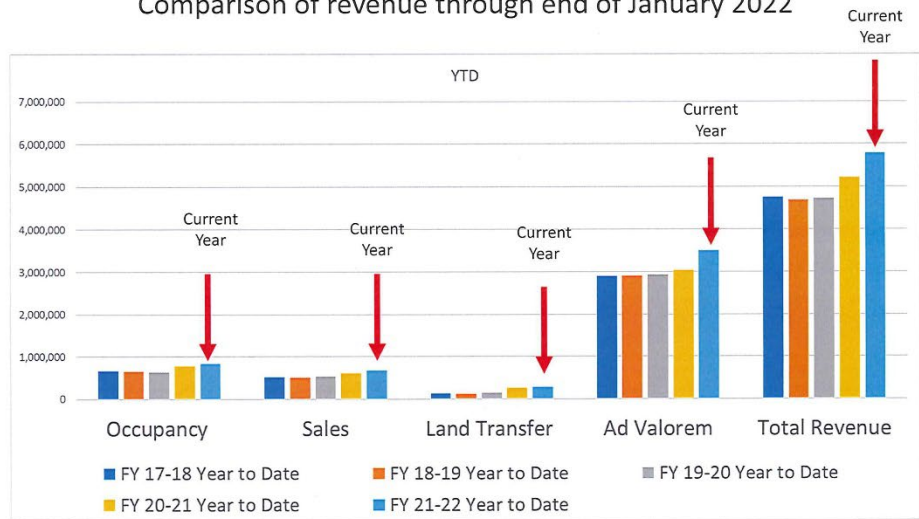
General Fund Summary

Expenditures	FY 18-19 Actual	FY 19-20 Actual	FY 20-21 Actual	FY 21-22 Adopted
Administration	1,004,062	867,379	985,138	1,065,058
Planning and Code Enforcement	300,597	252,702	275,158	323,989
Police	1,621,713	1,551,354	1,614,448	1,848,776
Public Works	513,772	452,219	519,555	572,145
Streets, Bridges and Canals	1,078,281	1,623,753	1,134,814	1,220,416
Sanitation Services	685,046	719,960	787,762	852,198
Fire Contracted Services	633,240	566,444	866,333	964,378
Ocean Rescue	163,500	163,500	179,700	176,000
Total Operating	6,000,161	6,197,311	6,362,908	7,022,960

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Revenue

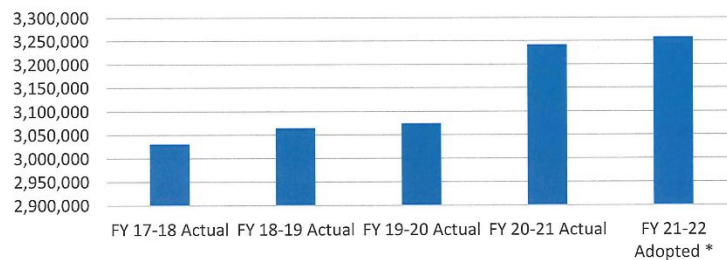
Comparison of revenue through end of January 2022



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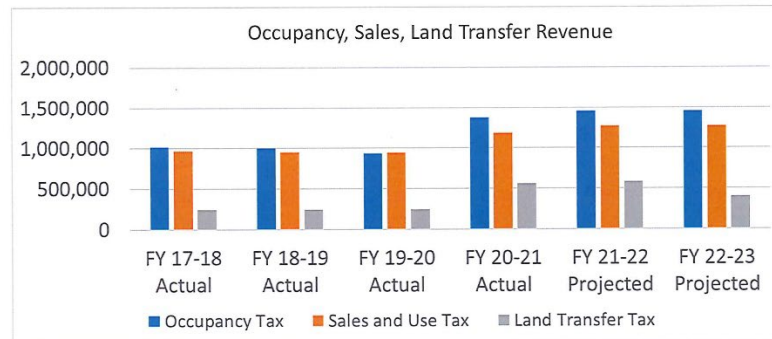
Revenues	FY 17-18 Actual	FY 18-19 Actual	FY 19-20 Actual	FY 20-21 Actual	FY 21-22 Adopted *
Ad Valorem Tax	3,030,645	3,064,445	3,074,049	3,241,973	3,257,898
% of total revenue	54%	48%	45%	50%	50%
* does not include MSD taxes					

Ad Valorem Tax



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Revenues	FY 17-18 Actual	FY 18-19 Actual	FY 19-20 Actual	FY 20-21 Actual	FY 21-22 Projected	FY 22-23 Projected
Occupancy Tax	1,014,531	1,001,880	936,756	1,376,367	1,450,643	1,450,643
Sales and Use Tax	964,512	948,993	940,848	1,175,685	1,269,525	1,269,525
Land Transfer Tax	248,575	249,211	245,958	560,093	576,601	400,000



Direction: Council is not inclined to fund day to day operations using unassigned fund balance to balance the budget annually; Council is okay utilizing fund balance for projects when necessary. The Town has accomplished and paid for some significant projects, over 3.2 million for the canal dredging project and \$350,000 toward the Pelican Watch project. Council acknowledged that taxes have not been raised in eight years, other than one time to specifically generate money for canal dredging/street improvements.

Town Manager Ogburn will present his proposed Manager's Budget at the May 3, 2022 Council meeting, followed by a public hearing June 7, 2022. Council can schedule budget workshop meetings prior to June 30, 2022, at which time a budget must be adopted. The cost of "doing business" and the recent acceleration in the rate of inflation will need to be watched and considered.

Solid Waste Ordinance and Policy Revisions-Wes Haskett, Cliff Ogburn
Discussion of text amendment as recommended by the Planning Board.

There are items within the text amendment that require discussion, such as the potential need to differentiate the number of required carts between primary and residential.

A cart roll-back service contract cost is approximately \$10,000. The service would be for both sides of Ocean Blvd to the split and then to Hickory Blvd on Monday, Wednesday, and Friday from Memorial Day to Labor Day. The carts would be rolled out of the right of way. Educational materials will be determined by ordinance and policy changes.

Town staff would like to gain consensus on a level of comfort with the changes to the Solid Waste Ordinance, how to approach cart roll-back enforcement and whether to budget a contracted service to roll carts back.

Suggested Improvements to Solid Waste Ordinance

- Replace "should" with "shall" in several areas within ordinance (i.e. 24 hr. rollback) (TCA)
- Establish minimum number of trash and recycle receptacles based on advertised occupancy (TCA)
- Clear and prominent labeling with arrows toward street on can's lid showing TRASH or RECYCLE (TCA)
- Require fully functional lid covering entire receptacle (TCA)
- Support help from Public Works in off-season roll-backs and clearly obvious receptacle mishaps
- Enlist Police Department help for ID'ing excessive offenders, using provided data base of rental managers' contact information
- Compile a concise notice to send to all property owners and rental managers of pertinent ordinances and expectations explaining penalties for non-compliance (see Section 26-11) (Staff)
- Create brief educational plea for tenant's welcome packet (see "Requirement for Rental Managers") to be required by ordinance (TCA/Staff)

Suggested Requirements for Rental Managers

- Provide info on advertised occupancy: occupants must be less than or equal to the septic capacity registered with Dare County Health Department
- Provide direct contact info (phone/email) for head property manager
- Include in tenant's welcome packet a brief educational plea (cut/pasted from TOSS) about trash and recycling, to include:
 - do not overfill container
 - lids open towards street
 - no loose trash/recycle outside receptacles
 - collection day schedule
 - roll back within 24 hours of collection
 - do not mix trash with recyclables
 - do not bag recyclables

We need your help to make sure curbside collection goes smoothly. Please review the sections below for information on which items can be collected and when.

Garbage and Recycling Prep

Follow the steps below to make sure to put the right item in the right receptacle at the right time.

STEP	DESCRIPTION
1. Prep it	Bag garbage before placing it in the receptacle to keep the receptacle clean, lessen odors and reduce litter problems. For recyclables, keep it loose and bag-free (no plastic bags in the receptacle). View non-accepted items for garbage and recycling receptacles
2. Use the right receptacle	Use only Town approved receptacles.
3. Place your receptacle curbside (the right-of-way) on your collection day	- Place garbage and recycling receptacles within three feet from the edge of the street, not in the street. - Keep receptacles at least three feet from other objects (i.e. vehicles, mail boxes, fences, power lines). - Position receptacles so that receptacle handle faces your house (see arrows on the lid). This will ensure the lid opens properly and is not damaged when emptied. - Place receptacle at the curbside the night before collection day.
4. Remove your receptacle prior to midnight day after collection	- Remove receptacles from the curb by 12:00 a.m. the day after collection. - Receptacles should be stored where they cannot be seen from the street.

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Unaccepted Items for Garbage and Recycling Receptacles

Not all items can go into your Town garbage and recycling receptacles. View non-accepted items for [garbage](#) and [recycling receptacles](#)

Fines and Penalties

[Sec. 26-5 of the Southern Shores Town Code](#) governs the placement of garbage and recycling receptacles to protect the appearance of neighborhoods and keep the streets free of obstacles for drivers, bicyclists, and pedestrians. Garbage and recycling receptacles placed too early or still on the curb after 12:00 a.m. on the day after your assigned collection day may incur a \$50 citation for violation of the Southern Shores Town Code.

Violations of any provision contained within [Chapter 26 of the Southern Shores Town Code](#) may result in the following enforcement actions:

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VIOLATION	FINE/PENALTY AMOUNT
Garbage/Recycling First Violation	Initial Warning Letter
Garbage/Recycling Second Violation	\$50 Administrative Fee
Garbage/Recycling Third Violation in a 12-Month Period	\$100 Administrative Fee \$150 Civil Penalty for each 24 hour period the violation continues to exist

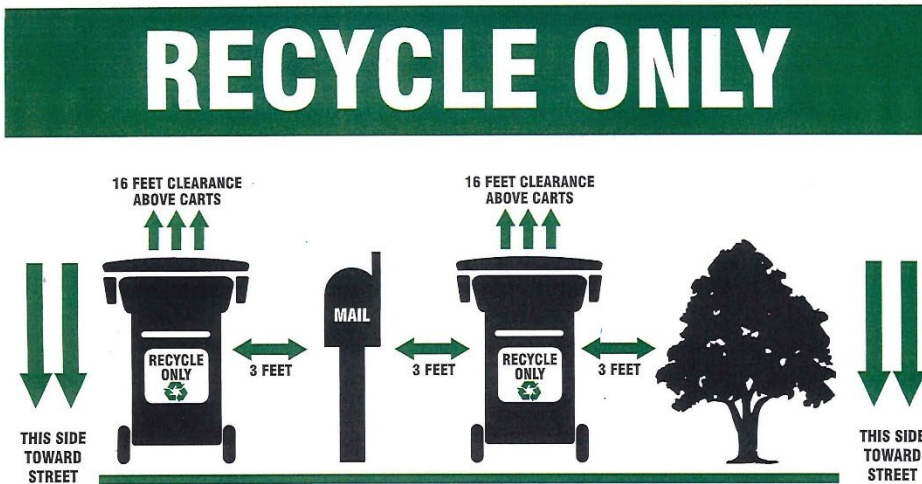
Number of Required Trash and Recycle Cans Per House:

Bedrooms	Residential Primary		Residential Rental	
	Trash	Recycle	Trash	Recycle
2-3				
4-5				
6-7				
8- +				

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Direction: Council felt the number of cans required was in excess, at least for residential properties not in the rental market. Consensus of Council was to change the number of can requirements and differentiate between residential and rental before presenting to Council for consideration and vote at a regular meeting. Council was split on an employee or contractor performing a rollback service. Council directed the Town Manager to provide a plan and cost for roll-back service (the ability to bill for the service/or opt out). Educating the residents, visitors, and property managers is key. Staff is to provide the property management companies with stickers. The Town Manager will have staff distribute stickers to property owners when they renew their parking passes next year. Public Works will place stickers on the trash/recycle cans located at properties along Ocean Blvd. up to the split.

Stormwater Projects-Joe Anlauf, David Bradley

Staff would like to discuss conceptual plans for three potential projects and hopes to gain consensus on moving forward with any of the projects in order to budget accordingly.

- Ginguite Trail -By consensus, Town Manager Ogburn was given direction to move forward with the Ginguite Trail project.
- Wax Myrtle and Hickory Intersection-Council would like to see smaller steps to mitigate the main issue, things to protect the property located at intersection; approach the project with stepwise options.
- Sea Oats and NC 12-Council's directive at this time is to continue to communicate with NCDOT, as it is a state road.

Cliff Ogburn

From: Joseph Anlauf <jjanlauf@gmail.com>
Sent: Friday, January 7, 2022 4:06 PM
To: Cliff Ogburn
Cc: David Bradley
Subject: Ginguite Trail SW Remedy Concept
Attachments: Guingite SW Concept.pdf; Trench Section.pdf

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Cliff,

David Bradley and I met out at 12 & 19 Ginguite Trail to look at the standing stormwater.

The right-of-way of Ginguite Trail is approximately 30 ft. in width once the road surface is subtracted leaves very little width for stormwater improvements.

Attached is a very simple sketch which illustrates the placement of fully perforated sock drain pipes on both sides of Ginguite Trail over the distance of the area experiencing the nuisance flooding. These pipes are connected at the north end of the proposed work area and then an outlet pipe is connected to the low lying area across from 16 Ginguite Trail. The stormwater system concept is a "closed loop" system which means that stormwater runoff cannot directly enter the system without passing through the sand to enter the perforated pipe network. Once the stormwater enters the ground it becomes groundwater which can be discharged. The sand acts as a single pass sand filter which will remove many pollutants from the water. I have attached a very rudimentary cross-section of the proposed sock drain pipe & trench.

This is very similar to the system in place along the right-of-way of the northern end of Chicahauk Trail but a much smaller version. The Chicahauk Trail system discharges directly to the Canal and a CAMA permit was obtained for this pipework.

I have also employed this method in the Town of Duck in multiple locations with great success.

This type of system works in two ways:

1. It works to lower the groundwater table ahead of the rain events.
2. It provides a positive outlet for the groundwater and promotes infiltration.

Utility conflicts with parallel utility lines are a concern but something that we have dealt with in the past.

Sincerely,
 Joseph J. Anlauf, PE
 Anlauf Engineering, PLLC
 4721 W. Eckner Street
 Kitty Hawk, NC 27949
 (252)489-7143

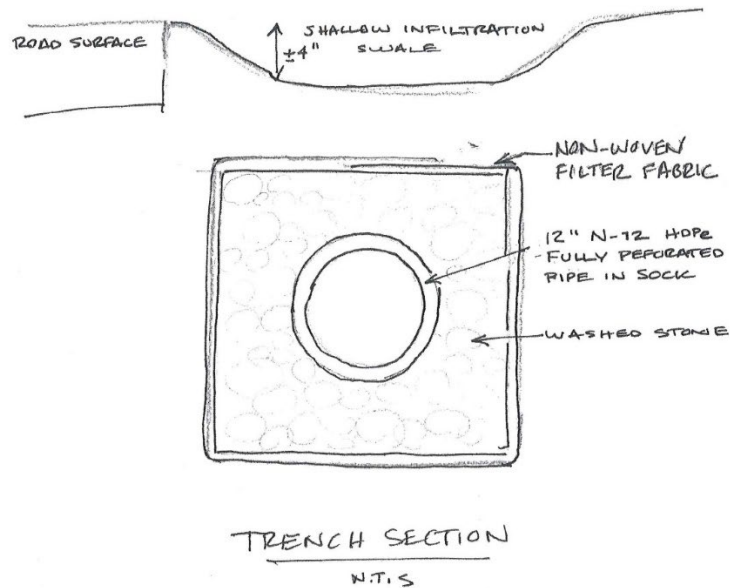
ANLAUF ENGINEERING, PLLC

Joseph J. Anlauf, P.E.
Firm License P-0929

Calculation Sheet

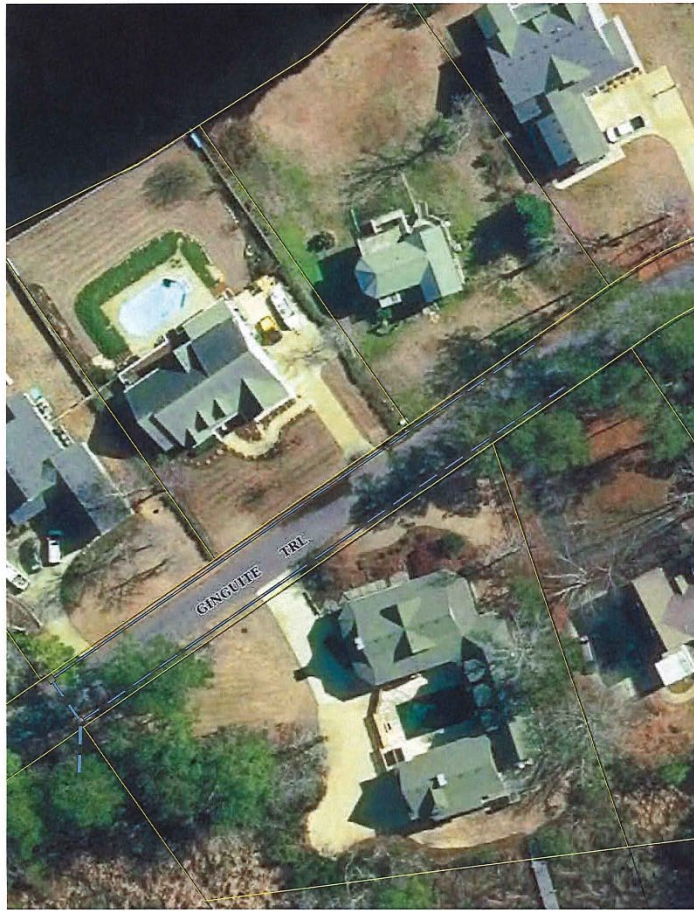
Project Description: GINGRUTE SW
Date: 1/7/22

Project Number: P16001.38
Page ___ of ___



4721 W. Eckner St., Kitty Hawk, North Carolina

(252)489-7143



Lunch Recess 12-1 PM

Trinitie Trail Culvert- Town Engineer Joe Anlauf

Staff is requesting direction regarding repair/replacement of the Trinitie Trail Culvert.

In an email to the Public Works Director from the NC DOT Bridge Program Manager, John Abel indicated that:

"After investigating the pipe/ it will not qualify to be placed on the NBIS (National Bridge Inspection Standard) system because the structure must be at least 20' or wider and this structure is roughly 16'. During the site visit I did have Chris Beaty with Pomona Pipe to help determine the cause of the settlement. Upon further investigation it was determined that the sides of the culvert are moving inward, and the center of culvert is moving upward towards the road

We don't think it is a loss of backfill or a compaction issue. If you look into the culvert you can see the sides of the wall near the center bulging inward and if you look across the top of the pipe can see the upward movement in the center of the culvert.

At this point our solution would be to place a concrete slab that is approximately 50' in length and the width of roadway to try to minimize the upward lift and also help distribute

the load from traffic. The slab would need to be probably 10-12" thick with reinforcing steel in the slab. You could grade the concrete to match the profile of the road or resurface over the concrete once it has had time to cure.

I would definitely try this before spending probably \$750,000 to \$1,000,000 to place a 3-sided culvert at this location. Potential costs could be even higher based on utility relocations and design services."

The Town Engineer will participate in the discussion and be able to share his opinion and previous maintenance efforts. In considering replacement of the culvert with a concrete slab, the Town Engineer offered:

"If we cover over the bad culvert with a structural slab, it will likely provide an adequate remedy in the short term but will yield an uncertain life expectancy for the retrofit. A new bridge is expensive and time consuming but will likely last over 75 years meaning that this particular infrastructure item is fully functioning life expectancy by decades."

The new bridge also results in a few other benefits that may not be immediately apparent including the following:

1. Increase in the navigation width of the canal system - this benefits water flow in the canal system during tides and improves water quality. This also allows the property owners upstream of the culvert bridge to own a boat with a wider beam.
2. Increases the navigable height of the canal - this allows property owners upstream of the culvert to own a different class of boat (t-tops/ bimini tops/ pilot houses/ etc.)
3. Decreases the road height and increases the line of sight - in all previous design conversations the new concrete bridge deck will be a drive on surface. This negates the need for the height of the soil overburden on the culvert pipe and would reduce the road surface elevation by 18"-20'. This is achieved without lowering the navigable height of the canal. This is a certain public safety enhancement for vehicles/ cyclists and pedestrians.
4. A new bridge deck provides an opportunity to improve the walking path in this vicinity so that it is safer for users - a new bridge would allow for a separate lane and barrier to protect cyclists and pedestrians traversing this area.

Direction: Consensus of Council is to pursue obtaining a cost to replace the Juniper/Trinitie Bridge, a project that will need a funding plan and timeline placed in the CIP. In regard to some requests, Council was in favor of striping the middle lane of the bridge as a temporary measure (citizen safety concern).

Town Engineer Joe Anlauf stated if the bridge is only 16 feet wide, Council may want to reconsider and not place striping.

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211 **Traffic Mitigation-** Town Manager Ogburn

Item 1.

212 Several options were presented for Council consideration. An overview of the Streetlight Data
213 Dashboard was also given.

214 Council is asked to consider scheduling a meeting for the public to give input on a plan for
215 implementation during the 2022 summer season.

216 Options-

- 217 1- Local Traffic Only Barricades
218 2- One way and do not enter signage
219 3- Limit entry/exit to E Dogwood on oceanside
220 4- Close Median on E Dogwood
221 5- Close road at Hickory and Hillcrest
222 6- Educational Efforts
223 7- Waze
224 8- Continue to advocate for mid-Currituck Bridge

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- 1- Local Traffic Only Barricades
2- One way and do not enter signage

Location

E Dogwood and Hickory
Hillcrest
Sea Oats
Wax Myrtle

Hickory and Hillcrest
Sea Oats
Wax Myrtle

Hillcrest and Sea Oats

Ocean Blvd. at split

Juniper

Barricades
\$250 each

jersey walls
\$400 each

10 barricades	\$250 each	\$2,500	or
20 jersey walls	\$400 each	\$8,000	
20 signs	\$75 each	\$750	

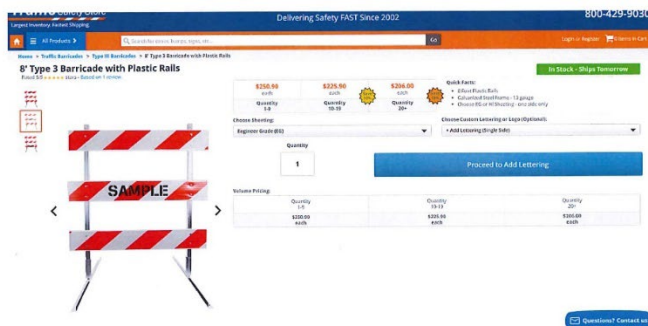
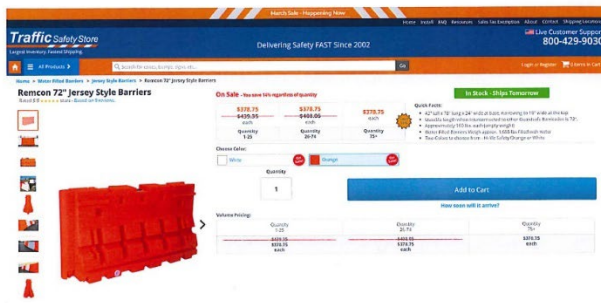


The barricades are 8ft in length and will only require one per intersection. The barricades would take significantly less time to put in place and take down. However, they are easier for others to move. Could also mark these locations with "do not enter" signage and prohibit access with an ordinance and amendment to the traffic control map.

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3- Limit entry/exit to E Dogwood on oceanside

Ocean Blvd at the triangle
 Ocean Blvd and E Porpoise
 Ocean Blvd and E Trout
 Ocean Blvd and E Hickory
 Ocean Blvd and E Dolphin

5 signs @ \$100 each

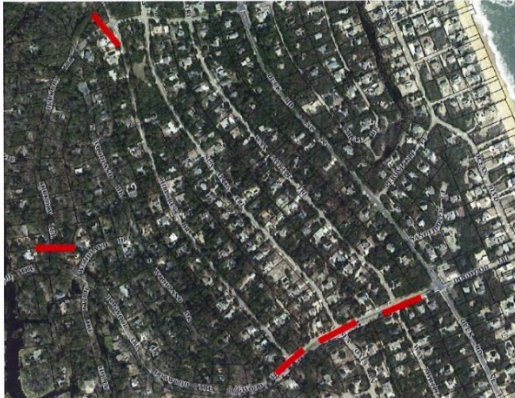
Total Cost \$500

Would limit all traffic from entering and exiting E Dogwood. Would require ordinance to enforce closure – could be limited days and times. Would need to consider hardened closures.



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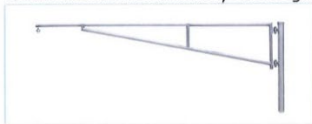
4- Close Median on E Dogwood



Should consider more substantial blockages.

Swing gates 2 each at Hillcrest Wax Myrtle and Sea Oats - \$9,800

Would need to block Hickory at E Dogwood or at Hillcrest



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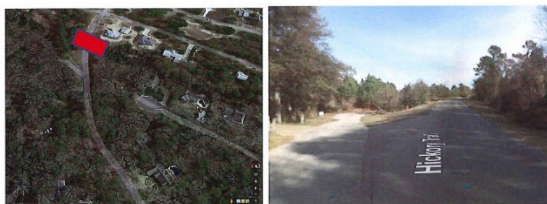
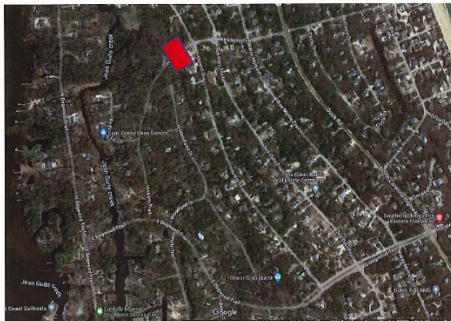


5- Close Intersection at Hickory and Hillcrest



2 swing gates @ \$1,800

Total Cost \$3,600



6- Educational Efforts

Mobile Message Board \$20,000

Digital Billboard
\$9,920

Digital billboard has a total of 6 spots so if all 6 are sold at the time we are advertising, our spot will show up every sixth flip. Each advertiser's ad will display for 8 seconds before flipping to the next advertiser. Since this is a digital billboard, we have the option of running multiple creative artworks at a time if we would like.

8 weeks @ 1,240 June 26 – August 20



Static Billboard \$5,880

One available location in Powells Point at the Salt Works Carwash. It is a unipole sign and reads for southbound traffic and is on the left side of the highway. The sign is a 10x24 with lights and rents for \$450.00 per month with a 12-month contract. The cost to make the vinyl wrap for the sign is \$2.00 per square foot.



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Information provided to property owners and town sites

don't use side roads as short cuts

Stay on US 158 and NC 12 - it's actually faster

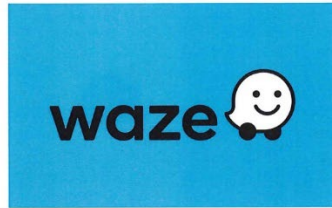
SUMMER TRAFFIC IN SOUTHERN SHORES
stop for pedestrians
watch for bicycles
slow down

DON'T CUT THROUGH RESIDENTIAL NEIGHBORHOODS

- It doesn't save time
- It's a public safety issue for emergency personnel and residents
- Traffic lights are timed to give north/south traffic on NC 12 the advantage

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7-



Continue to mark intersections with do not enter indications.

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8- Continue to advocate for mid-Currituck Bridge



Amicus Brief

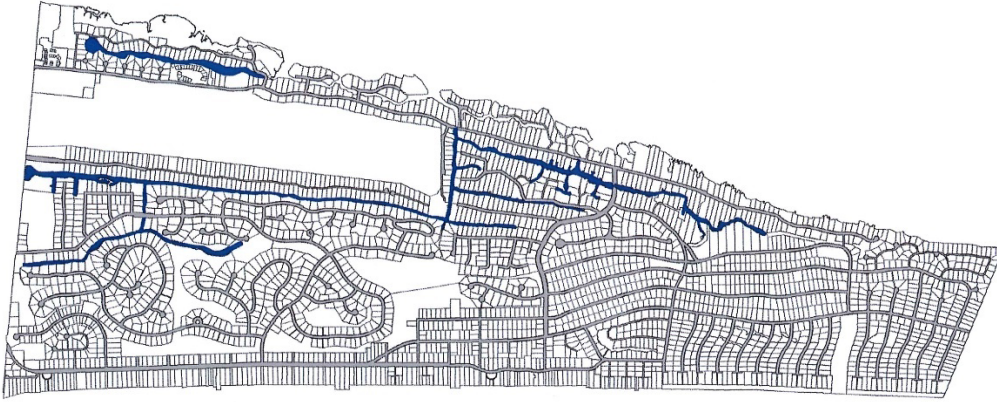
Lobbying Efforts

Encourage citizens to reach out to their legislatures

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242 **Direction:** Council directed the Town Manager to schedule an information meeting for the
243 community, where a proposed plan for the seasonal traffic will be communicated and residents
244 can provide their input. The date of the meeting will be Tuesday, April 26th at 5:30 p.m. in the
245 Pitts Center.

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Future Path Projects-Cliff Ogburn, Wes Haskett

Staff, with Town Engineer estimated costs, has compiled a list of potential path projects for consideration.

Council is asked to prioritize the list of projects (listed below) and consider future grant applications for construction, possibly budgeted in the coming FY.

Direction: Council directed the Town Manager to move forward and do the small Chicahauk segment (south parking lot to NC12) within this fiscal year. Council by consensus prioritized the following order of segments utilizing a public safety perspective:

- Move Ocean Blvd to bottom, moving all others up in same order, except NC12
- Move NC12 to the top of priority list
- All path 5 feet wide
- Apply for grant funding for each project, except Chicahauk which is to be completed as soon as possible within this current budget year FY21-22.
- If NC12 project is successful, then Council will think about doing the west side.

Future Path Segments

priority	road	segment	Length (ft.)	estimate	
				5' width (4" thick)	8' width (6"thick)
1A	Ocean Blvd	Triangle to E Dogwood	3326.4	\$ 85,821.12	\$ 196,124.54
1B		E Dogwood to Hickory	2534.4	\$ 65,387.52	\$ 149,428.22
		full length	5860.8	\$ 151,208.64	\$ 345,552.77
2A	Hickory	E Dogwood to NC 12	3062.4	\$ 79,009.92	\$ 180,559.10
2B		NC 12 to beach access	1372.8	\$ 35,418.24	\$ 80,940.29
		full length	4435.2	\$ 114,428.16	\$ 261,499.39
3	Hillcrest	Hickory to NC 12	4752	\$ 122,601.60	\$ 280,177.92
4A	Sea Oats	E Dogwood to Hillcrest	6336	\$ 163,468.80	\$ 373,570.56
4B		Hillcrest to NC 12	4646.4	\$ 119,877.12	\$ 273,951.74
		full length	10982.4	\$ 283,345.92	\$ 647,522.30
5	Wax Myrtle	E Dogwood to Hillcrest	6336	\$ 163,468.80	\$ 373,570.56
6	Chickahauk	Cul-de-sac to Trinitie	2164.8	\$ 55,851.84	\$ 127,636.61
7	Skyline Dr	full length	8500.8	\$ 219,320.64	\$ 501,207.17
8A	NC 12	(1) 158 - to E Dogwood	11616	\$ 299,692.80	\$ 684,879.36
8B		(2) E Dogwood to 13th Ave	8712	\$ 224,769.60	\$ 513,659.52
			20328	\$ 524,462.40	\$ 1,198,538.88
	Chickahauk	South parking lot to NC 12 widen existing path or relocacte existing path off side of road	275	\$ 7,095.00	\$ 16,214.00
	SSCA - path	harden existing path from Hillcrest to N Dogwood	275	\$ 7,095.00	\$ 16,214.00

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Item 1.

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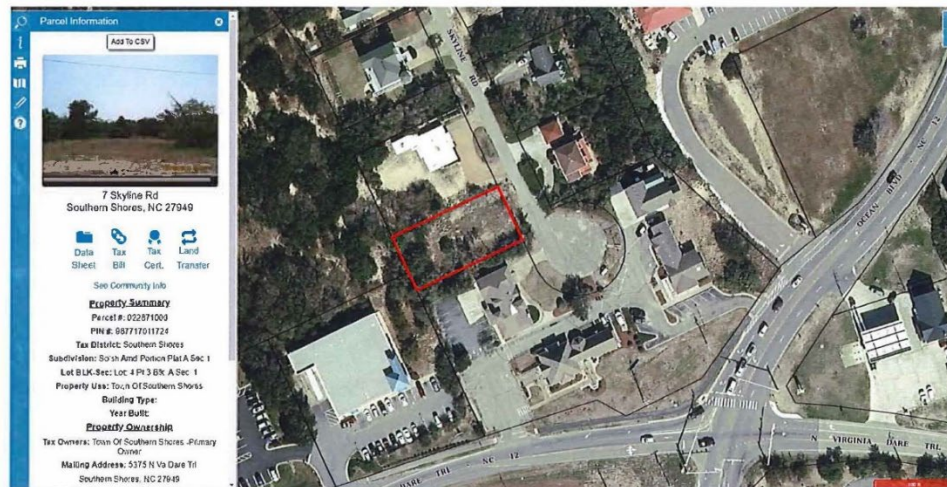
291 **Town Council Comments/Discussion**

292 This time is set aside for any items for discussion or consideration Council might have, including
293 discussion of a potential Community Garden to be located at Town owned property on Skyline
294 Drive.

295 **Direction:** Council directed the Town Manager to see if there is any interest with the civic
296 associations to do such a community garden project. The association would need to be willing
297 to maintain the area.

298 Community Garden -

Map of town owned property on Skyline Drive



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CHANGING LIVES, IMPACTING COMMUNITIES.
NC RECREATION AND PARK ASSOCIATION

Community gardens

Teaching people about healthy eating is important, but they cannot put that knowledge into practice if they do not have access to healthy food outside of class. Community gardens are a fantastic way to promote healthy eating. They can help teach people where their food comes from, and give them a chance to connect with their neighbors. Gardens can be small or large, but even a small garden can have a large impact on the health of your community.



Community Gardens for physical activity

Gardening not only produces great, healthy food; it provides a place for people to engage in physical activity. An hour of light gardening can burn as many calories in the average adult as spending an hour walking 3.5 miles. Gardening can increase physical activity in children, and has also been linked to greater physical activity and life satisfaction in seniors. Keep this in mind as you develop and use your gardens.

Creating a community garden

Building a community garden takes some planning, but does not have to cost tens of thousands of dollars. There are grant opportunities available (see resources), or a variety of potential funding partners (schools, hospitals, nonprofits, etc.). Before you begin, there are two things that must be considered: is there enough neighborhood interest in supporting a garden, and what need will it address in your community. Once these parameters are established, a location should be selected.

Selecting the proper site is critical to a garden's success. The site should have proper light and drainage. Accessibility to the site and within the site is an important consideration- especially if

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you are target seniors and/or those with limited mobility. The garden should be centrally located so the gardeners will be able to get to the site easily. Also, consider using raised beds or container gardening to provide as inclusive of a gardening experience as possible. For more details of planning a community garden, check out the resources section.

Having a maintenance plan in place prior to the opening of the garden will help ensure its long-term success. Consider partnering with other organizations (such as nonprofits in the community) to aid in the maintenance of the garden. On the American Community Gardening Association website (see resources), there are a variety of sample rules and maintenance plans that you can use for inspiration.

Food safety

When a garden is used by many people, there is greater risk of food contamination. However, this issue can be mitigated through proper site selection, safe water sources, proper compost and fertilizer application, and food handling procedures. The USDA has a great [food safety tip sheet](#) for school gardens that can also apply to community gardens. NC Cooperative Extension's community garden [food safety guide](#) includes diagrams for proper location of water stations, as well as tips for sanitizing tools and managing volunteers.

Adding healthy eating programs to existing community gardens

Gardening is not the only thing that can be done in community gardens. If you have an existing garden, or want to introduce more citizens to your gardens, consider adding some programs based around or located in the garden. In the resource section, there are several links to a variety of programming ideas, including physical activity, nutrition, plant science, and arts and crafts. Most are geared toward kids, but some are applicable to all ages.

Next Steps

When you are done with this project, [share the results with us](#). And creating a community garden is just the beginning. To achieve their potential, gardens must have constant use and care. To promote community gardens as a resource for healthy food at fitness in your community, consider one of these ideas:

- Include gardening in your after-school programs
- Partner with your local school system to put community gardens in every school (this could be a great first step in developing a [joint-use agreement](#) with you school board).
- Have a community dinner or other event that promotes gardening where some of your harvest is shared with other citizens.
- Workshops for garden users on freezing or canning excess harvest.

Resources

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Planning, funding, and creating gardens:

- [NC State's community gardening website](#)
- [North Carolina Community Garden Partners \(has resources and training events\)](#)
- [Creating gardens that are accessible to people with disabilities](#)
- [Denver Urban Garden's guide to creating and sustaining community gardens](#)
- [City of Vancouver guide to starting a community garden](#)
- [American Community Gardening Association resources \(includes sample forms, sample rules, and a monthly e-newsletter with funding and grant opportunities\)](#)
- [NRPA supplement with resources for establishing community gardens in your park](#)
- [Local Government Commission guide to the benefits of community gardens](#)

Programming gardens:

- [Physical activity through gardening](#)
- [Denver Urban Gardens nutrition curriculum](#)
- [California Department of Education garden nutrition program](#)
- [University of Illinois Cooperative Extension curriculum for 4th-5th graders about gardening](#)
- [California School Garden Network collection of garden-based lessons and curricula](#)

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307 Council Comments-

308 Council Member Sherlock would like to move forward with an amicus brief, something short
 309 and simple that focuses on Town of Southern Shores. She stated it may not change the
 310 outcome but if the other side does one it would not look good for our side to be without. The
 311 Town Attorney is checking with the NC League of Municipalities about an amicus brief, as we
 312 would not want to do one if it would hurt our side.

313 **Direction:** Consensus of Council to place this item on the April 5th agenda and reach out to
 314 other towns and entities to contribute towards funding of the brief.

315

316 **Adjourn - 3:12 p.m.**



TOWN OF SOUTHERN SHORES
TOWN COUNCIL WORKSHOP MEETING

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

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

www.southernshores-nc.gov

PITTS CENTER

Tuesday, March 15, 2022 at 9:00 AM

MINUTES

Call to Order

Pledge of Allegiance

Moment of Silence

PRESENT

Mayor Elizabeth Morey

Mayor pro tem Matt Neal

Council Member Leo Holland

Council Member Paula Sherlock

Council Member Mark Batenic

Amendments to / Approval of Agenda

Motion made by Council Member Holland to approve the agenda as presented, Seconded by Council Member Sherlock. The motion passed unanimously (5-0).

Voting Yea: Mayor Morey, Mayor pro tem Neal, Council Member Holland, Council Member Sherlock, Council Member Batenic

General Public Comment

Jan Collins-Dementia Friendly Coalition -a dementia friendly volunteer program at the Outer Banks Hospital is providing a Caregivers' Day Out every Monday from 9:30-1:00. This volunteer program is the first one in NC. The program will offer hands on activities for seniors with dementia, while additionally offering the primary caregiver support and respite with time to recharge. There is no cost to sign up for this program.

Business Items

Consideration of Pavement Maintenance Plan Bid Packet

Presented for Council's consideration are the documents associated with the 2022 street maintenance work. The Town recently completed a Pavement Condition Study and used the results to form a 10-year Capital Improvement Plan. This year marks the first year's work identified in the CIP.

A pre-bid (not mandatory) meeting is scheduled for March 24th and all final bids would be due March 31st at 10:00 a.m.

Town Manager Ogburn highlighted some of the project special provisions:

- Minimum of one lane must remain open at all times
- Keep all equipment in the right of way (not on any private property)
- 48 hours' notice if the contractor must close more than one lane of traffic
- Materials sampled by a third party when necessary
- Contractor has until December 15th to complete the work
- Time restrictions, no work from Friday at 2:00 p.m. through Monday at 7:00 a.m. This can also be amended with proper notice.
- Asphalt price adjustment binder for mix will be made in accordance with Section 620 of the 2018 standard specification is included.
- One year guarantee on work

Town Manager Ogburn added that all work must pass final inspection before it is accepted and SEPI will be here almost the entirety of the project, to oversee. He expects to receive two bids and there is a possibility that we might be able to piggyback with NCDOT as a fallback position.

Council Member Holland asked if this has been shared with the local companies? Town Manager Ogburn stated it has been shared and there is a possible third bidder if they can get asphalt, but there is a reluctance among one of the bidders. He stated they are concerned about the patching and the aesthetics of it. The Soundview Trail portion is a desirable job but patching all over Town is not. He further stated that staff expects it will have to be rebid the project and taking out Soundview Trail and separating the patching as a bid alternate could be a possibility.

Council Member Sherlock recommended giving the Fire Department, Kitty Hawk Elementary School and Duck Woods Country Club notice of the construction as that much patching will be an impact on their business. Town Manager Ogburn stated once the contract is awarded, we will be able to find out their schedule so we can send proper notice.

Council Member Batenic asked if there was a chance that the contractor could do all the work at once? Council Member Holland stated it would depend on the contractor's workload. Town Manager Ogburn stated they have until December 15th to complete the work.

Council Member Batenic asked what if the bids come in high, over budget? Mayor pro tem Neal stated then the Town reduces the scope of work. Town Manager Ogburn stated we can allocate the money, reduce the scope, or maybe allocate more of a timeframe to get a better price.

Mayor pro tem Neal stated if the contractor closes one lane are they allowed to leave that overnight? Town Manager Ogburn stated they are supposed to start and finish daily.

Mayor pro tem Neal questioned the mention of manholes, a possibility they are talking about a catch-all. Town Manager Ogburn stated he would clarify the reference before the bid went out. Council Member Sherlock stated it may be storm drains they are referencing.

Both Mayor pro tem Neal and Council Member Holland stated this contract was much larger than what the Town normally has put out and they hope it does not discourage the local bidders. Town Manager Ogburn stated when he spoke with the local contractors it did not seem to be a deterrent.

Mayor Morey stated she anticipates many questions from our residents about the project as this is a new approach and Council should be prepared to be able to answer citizen questions.

Council Member Batenic stated there was a low turnout at the informational meeting. Educating and communicating consistently with our residents about the project and the benefits will be important.

Mayor pro tem Neal stated a live map would be helpful for the public to follow.

Motion made by Mayor pro tem Neal to approve the advertisement for bids (Southern Shores Pavement Maintenance Plan), Seconded by Council Member Holland. The motion passed unanimously (5-0).

Voting Yea: Mayor Morey, Mayor pro tem Neal, Council Member Holland, Council Member Sherlock, Council Member Batenic

Consideration of Dominion Power Easement-Phase II Underground Project

The agenda summary read as follows, Dominion Power has requested what they believe to be the final easement for their Phase II Underground project. The project will remove the last remaining overhead span of power lines. With this section under S. Dogwood Trail, they will remove the last two poles – one currently sitting on 160 S. Dogwood Trail and one at 162 Yaupon Trail.

Previously the Town Council approved a similar easement in April of 2021.

There are a few easements on private property that Dominion has not been able to secure and is requesting to use the Town's right of way. Dominion prefers to construct these projects through private easements to avoid any conflict associated with the use of the Town's right of way.

Town Manager Ogburn stated these are the last two poles remaining. The boring under the road at South Dogwood will not take long and is scheduled to start in approximately a month and a half. The actual poles themselves and powerlines may remain for some time after.

Motion made by Mayor pro tem Neal to authorize the mayor to sign the right of way agreement with Dominion Energy, Seconded by Council Member Batenic. The motion passed unanimously (5-0).

Voting Yea: Mayor Morey, Mayor pro tem Neal, Council Member Holland, Council Member Sherlock, Council Member Batenic

Consideration of Resolution 2022-03-02 Authorizing the process of collection of the remaining beach nourishment easements.

Town Manager Ogburn addressed the need for Resolution 2022-03-02 as outlined in the agenda summary which read, as required by the permit issued for the beach nourishment project by the Division of Coastal Management, the Town must secure easements from property owners who abut the nourishment area. 148 easements were required for this project, 136 from the Town of Southern Shores and 12 for the northern ending taper from the Town of Duck. At present, there are 13 outstanding easements to acquire from 11 individual property owners. Staff is optimistic and hopeful that the remaining easement will be provided either voluntarily or by going through a legal process to confirm our existing authority to construct the project. However, as the Town is required to have these easements before constructing the project, acquisition by condemnation may be required. The easement only grants the Town the ability to perform functions necessary to place sand along the beach.

Council Member Holland asked if any of the remaining property owners have communicated that they absolutely will not sign the easement. Town Manager Ogburn stated there are a few that are reluctant, but none have said they are not willing to sign. He further stated he believes they will receive some of the remaining signatures but expects a few to challenge.

Council Member Sherlock stated she has spoken with several of the property owners as she is not only a Council Member but one of their neighbors and she understands the concerns that they have. She is willing to reach out to the remaining property owners needing to sign the easement. A voluntary easement is only for five years but condemnation will be in perpetuity.

Mayor pro tem Neal asked if the property owners are aware that condemnation is more aggressive than voluntarily granting the Town an easement. The Town is also spending a lot of money to fortify the property for them as well.

Mayor Morey asked if the Town Attorney's letter was ready to go? She stated by approving this resolution it should imply to the Town Attorney that we would like to move forward sooner than later. Town Manager Ogburn stated the letter was ready and would go out certified mail. He further stated he would try to reach out the remaining property owners one last time.

Council Member Sherlock suggested getting the letters out quickly as the process takes some time.

Motion made by Council Member Sherlock to adopt Resolution #2022-03-02 authorizing the process of collection for the remaining beach nourishment easements, Seconded by Council Member Holland. The motion passed unanimously (5-0).

Voting Yea: Mayor Morey, Mayor pro tem Neal, Council Member Holland, Council Member Sherlock, Council Member Batenic

Council Comments

Council Member Holland will attempt to bring up the Mid Currituck Bridge Resolution at the next Tourism Board meeting.

Council Member Sherlock is hoping to attend a fiscal training meeting that is sponsored by the State Treasury Department next Tuesday in Hertford. The training is specifically for municipalities.

Mayor Morey took a tour of the new College of the Albemarle campus in Manteo, truly a cutting-edge educational facility. She encouraged the opportunity to take a tour of the campus. Southern Shores resident Tim Sweeney is the Dean of the campus and would welcome a request to take a tour. She stated it will be a real draw for people who want to start new kinds of careers, change careers, or obtain college credits without having to go away. It is a nice place for the community to gather and a huge addition to the town of Manteo. Mayor Morey further stated that the next Council meeting is scheduled for April 5th at 5:30 p.m.

Adjourn

Motion to adjourn by consensus, the time was 9:43 a.m.

167 ATTEST:

Respectfully submitted,

168

169

170 Elizabeth Morey, Mayor

Sheila Kane, Town Clerk

171

172

173

174 **The attached documents are incorporated herewith and are hereby made a part of these**
175 **minutes.**

**TOWN OF SOUTHERN SHORES
TAX DEPARTMENT**

4/5/2022

PICKUPS

RELEASES

November Real	\$	455.27
December Real	\$	15.39

TOTAL	\$0.00	\$ 470.66
--------------	---------------	------------------

**Town of Southern Shores
Budget Amendment Number # 20**

[illegible]

Explanation: Workers Comp Claim

Recommended By:

Cliff Ogburn, Town Manager

Approved By:

Elizabeth Morey, Mayor

Date _____

**Town of Southern Shores
Budget Amendment Number # 21**

Admin & Planning Increases			Admin & Planning Decreases		
Account Number	Description	Amount	Account Number	Description	Amount
40-34700	<u>Revenues</u> ABC Profits	\$15,700			
42-50134	<u>Expenditures</u> Dare County Collections	\$14,000			
42-50114	Municipal Elcetions	\$600			
63-50126	Vehicle Operations	\$700			
63-50117	Advertising	\$400			

Explanation: To record adddtional ABC revenue received used to offset the additional cost of DC tax collections for beach nourishment and additonal cost of municipal elections in Admin Dept and added fuel costs and advertising for the Planning Dept.

Recommended By:

Cliff Ogburn, Town Manager

Approved By:

Elizabeth Morey, Mayor

Date

**Town of Southern Shores
Budget Amendment Number # 22**

Admin & Streets Increases			Admin & Streets Decreases		
Account Number	Description	Amount	Account Number	Description	Amount
57-50163	Debt pymt- Beach Nourishment	\$554,555	42-59997	Transfer out to Capital Reserve Fund for Beach Nourishment	\$554,555

Explanation: To make the first debt payment on beach nourishment from revenues collected through MSD's

Recommended By:

Cliff Ogburn, Town Manager

Approved By:

Elizabeth Morey, 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

A Resolution of the Town Council of Southern Shores Rejecting All Bids for the Limb and Branch Removal Service.

Resolution # 2022-04-01

WHEREAS, the Town of Southern Shores posted a Request for Proposals for the Limb and Branch Removal Service on February 24, 2022 and received bids for the same; and,

WHEREAS, the North Carolina General Statutes do not require the bidding of services; and

WHEREAS, the Town has chosen to bid all contracts for services within the Informal Bid Range as defined by the North Carolina General Statutes to receive the best value for taxpayers; and

WHEREAS, Bid proposals may be rejected by the Town for any reason; and

WHEREAS, the Town has determined that the language contained in the RFP did not adequately convey the expectations or requirements of the service provider so that bids could be properly reviewed; and

BE IT RESOLVED that the Town Council of Southern Shores hereby rejects all bids received in response to the Request for Proposals for the Limb and Branch Removal Service dated February 24, 2022, and;

BE IT FURTHER RESOLVED that notice shall be provided to the bidders that all bids were rejected and that a new Request for Proposals will be issued seeking bids for the Limb and Branch Removal Service.

Adopted this 5th Day of April 2022.

A. Elizabeth Morey, Mayor

Attest:

Sheila Kane, Town Clerk



Please find attached the Wright Brothers Tribute Museum & Observatory Resolution that was adopted by the Kitty Hawk Town Council. The Kitty Hawk Town Council requests that other local municipalities consider adopting something similar.

More Info: Wright Brothers Tribute Museum and Observatory Video Link

The link is: <https://www.dropbox.com/s/n0nqfl140gxeiam/Museum.mp4?dl=0>



**Resolution in Support of a
Wright Brothers Tribute Museum
and Observatory
#2022-04-02**

WHEREAS, Orville and Wilbur Wright are credited with launching the aerial age on December 17, 1903 by flying the world's first successful motor-operated airplane; and

WHEREAS, the Town of Southern Shores enthusiastically agrees with establishing a tribute museum and observatory to the Wright Brothers to help educate the world about aviation and the 12 seconds that changed the world; and

WHEREAS, it is envisioned the proposed 30,000+ square foot museum and observatory will house the world's largest display housing 12 historically accurate Wright Brothers aircraft, STEM training classrooms, a multi-purpose theater, an aircraft building workshop, an outdoor performance area, elegant café, gift shop, an extensive library and archive. The world class observatory will appeal to visitors eager for family friendly entertainment and education. In the mission control room guests will be able to fly one of the four Wright Flyer simulators. Children will love the dual airplane launchers, paper rocket launchers and dressing up in period costumes for a souvenir picture. There will be parking for visitors, school and tour buses and electric vehicle charging stations; and

WHEREAS, this multi-million dollar project will be fully funded through private investors that want to make this vision a reality, completed and operated at no additional cost to taxpayers; and

WHEREAS, it is thought the ideal location for this museum, observatory and newly designed welcome center is on state owned land where the Aycock Brown Welcome Center and the Monument to a Century of Flight is located in Kitty Hawk; and

NOW, THEREFORE, BE IT RESOLVED, the Southern Shores Town Council requests that the State of North Carolina accept this gift of vision from Ken Hyde of the Wright Experience and Bill Cress of Access Aerospace, LLC and other private donors to establish the Wright Brothers Tribute Museum and Observatory on state owned land at 5230 North Croatan Highway, Kitty Hawk, North Carolina.

Adopted this 5th day of April 2022.

A. Elizabeth Morey, Mayor

Sheila Kane, Town Clerk



AGENDA ITEM SUMMARY

Old Business # 9

MEETING DATE: April 5, 2022

ITEM TITLE: Mid Currituck Bridge Update

ITEM SUMMARY: The status of the mid-Currituck Bridge is a standing, reoccurring item on the regular monthly meeting agenda. This item is included for any updates on the status of the bridge construction, provided by Councilmembers, Town Attorney and/or Town Staff.



AGENDA ITEM SUMMARY FORM

MEETING DATE: April 5, 2022

ITEM TITLE: Public Hearing- ZTA-22-01

ITEM SUMMARY:

The proposed amendments to Sections 36-202 (d)(6), 36-203 (d)(6), 36-204 (d)(6), 36-205 (d)(6) and 36-206 (d)(6) are being proposed by Town Staff as a result of feedback provided by property owners and contractors regarding the open-slatted deck exemption from lot coverage requirements. Currently, open-slatted decks that allow water to penetrate through to pervious material, not exceeding a total of 25 percent of the total footprint area of the attached single-family dwelling, can be exempted from the maximum lot coverage requirement in the RS-1 zoning district. The exemption is only available to an applicant for a building/zoning permit for a single-family dwelling or attached open-slatted deck over pervious material, upon presentation of a survey with all applicable requirements including plan certification, for a lot disturbance and stormwater management permit as described in subsection 36-171(3).

The exemption only applies to new open-slatted decks in the RS-1 zoning district that allow water to penetrate through to pervious material if an engineered stormwater plan that demonstrates that following construction of the proposed improvements, the property will retain all stormwater generated by a one and one-half inch rain event and will not adversely affect any stormwater management system previously constructed by the Town or on adjacent properties. Since the current exemption became effective, property owners and contractors have voiced concerns about not allowing the same exemption for existing open-slatted decks. In some instances, existing open-slatted decks were demolished and rebuilt in order to qualify for the exemption. The proposed amendments would allow existing and proposed open-slatted decks not exceeding a total of 25% of the total footprint area of a permitted single-family dwelling on the same lot to qualify for the open-slatted deck exemption in all of the Town's residential zoning districts and the government and institutional district following submittal of an engineered stormwater plan.

STAFF RECOMMENDATION:

Town Staff has determined that the proposed amendments are consistent with the Town's currently adopted Land Use Plan and Town Staff recommends approval of the proposed ZTA (2-15-22 version). The Town Planning Board unanimously (5-0) recommended approval of different language at the February 22, 2022 Planning Board meeting. The Planning Board's recommended language (2-22-22 version) states that up to 250 square feet of open-slatted decks that allow water to penetrate through to pervious material shall not contribute to lot coverage instead of up to 25% of the total footprint area of a permitted single-family dwelling.

REQUESTED ACTION:

Motion to approve ZTA-01 (2-15-22 version).

STAFF REPORT

To: Southern Shores Planning Town Council
Date: April 5, 2022
Case: ZTA-22-01
Prepared By: Wes Haskett, Deputy Town Manager/Planning Director

GENERAL INFORMATION

Applicant: Town of Southern Shores

Requested Action: Amendment of the Town Zoning Ordinance by amending Section 36-202 (d)(6), 36-203 (d)(6), 36-204 (d)(6), 36-205 (d)(6), and 36-206 (d)(6).

ANALYSIS

The proposed amendments to Sections 36-202 (d)(6), 36-203 (d)(6), 36-204 (d)(6), 36-205 (d)(6) and 36-206 (d)(6) are being proposed by Town Staff as a result of feedback provided by property owners and contractors regarding the open-slatted deck exemption from lot coverage requirements. Currently, open-slatted decks that allow water to penetrate through to pervious material, not exceeding a total of 25 percent of the total footprint area of the attached single-family dwelling, can be exempted from the maximum lot coverage requirement in the RS-1 zoning district. The exemption is only available to an applicant for a building/zoning permit for a single-family dwelling or attached open-slatted deck over pervious material, upon presentation of a survey with all applicable requirements including plan certification, for a lot disturbance and stormwater management permit as described in subsection 36-171(3).

The exemption only applies to new open-slatted decks in the RS-1 zoning district that allow water to penetrate through to pervious material if an engineered stormwater plan that demonstrates that following construction of the proposed improvements, the property will retain all stormwater generated by a one and one-half inch rain event and will not adversely affect any stormwater management system previously constructed by the Town or on adjacent properties. Since the current exemption became effective, property owners and contractors have voiced concerns about not allowing the same exemption for existing open-slatted decks. In some instances, existing open-slatted decks were demolished and rebuilt in order to qualify for the exemption. The proposed amendments would allow existing and proposed open-slatted decks not exceeding a total of 25% of the total footprint area of a permitted single-family dwelling on the same lot to qualify for the open-slatted deck exemption in all of the Town's residential zoning districts and the government and institutional district following submittal of an engineered stormwater plan.

The Town's currently adopted Land Use Plan contains the following Policy that is applicable to the proposed ZTA:

- **Policy 2:** The community values and the Town will continue to comply with the founder's original vision for Southern Shores: a low-density residential community comprised of single-family dwellings on large lots (served by a small commercial district for convenience shopping and services located at the southern end of the Town. This

blueprint for land use naturally protects environmental resources and fragile areas by limiting development and growth.

RECOMMENDATION

Town Staff has determined that the proposed amendments are consistent with the Town's currently adopted Land Use Plan and Town Staff recommends approval of the proposed ZTA (2-15-22 version). The Town Planning Board unanimously (5-0) recommended approval of different language at the February 22, 2022 Planning Board meeting. The Planning Board's recommended language (2-22-22 version) states that up to 250 square feet of open-slatted decks that allow water to penetrate through to pervious material shall not contribute to lot coverage instead of up to 25% of the total footprint area of a permitted single-family dwelling.



Town of Southern Shores

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

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

info@southernshores-nc.gov

www.southernshores-nc.gov

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

Date: 2 / 15 / 22 **Filing Fee:** \$200 **Receipt No.** N/A **Application No.** ZTA-22-01

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

Please check the applicable Chapter/Article:

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

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

Applicant

Name Town of Southern Shores

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

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

Applicant's Representative (if any)

Name _____

Agent, Contractor, Other (Circle one)

Address _____

Phone _____ Email _____

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

Address: _____ Zoning district _____

Section _____ Block _____ Lot _____ Lot size (sq.ft.) _____

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

Change To: ___ Zoning Map **X** ___ Zoning Ordinance

W. Whaskett
Signature

2-15-22
Date

* Attach supporting documentation.



Town of Southern Shores

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ZTA-22-01

Ordinance XXXX-XX-XX

2/15/2022

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

ARTICLE I. Purpose(s) and Authority.

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

WHEREAS, pursuant to N.C.G.S. § 160D-702, the Town may regulate and restrict 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.; 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, and general welfare for the Town to amend the Town's Zoning Ordinance 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 I. That **Town Code Sec. 36-202. RS-1 single-family residential district** shall be amended as follows:

1 ...

2
3 (d) *Dimensional requirements.*

4
5 ...

6
7 (6) Maximum allowable lot coverage.

- 8 a. Maximum allowable lot coverage shall be 30 percent, except for town-owned
9 facilities and fire stations;
- 10 b. Maximum allowable lot coverage shall be 85 percent for town-owned
11 facilities and fire stations.
- 12 c. Gravel walkways shall not contribute to lot coverage.
- 13 d. Open-slatted decks that allow water to penetrate through to pervious
14 material, not exceeding a total of 25% of the total footprint area of the
15 ~~attached~~ a permitted single-family dwelling on the same lot, shall not
16 contribute to lot coverage.
- 17 e. Those allowances and/or exemptions listed in sub-section d. of this paragraph
18 (6) shall be available only to ~~an applicant for a building/zoning permit for a~~
19 ~~single-family dwelling or attached open-slatted deck over pervious material,~~
20 upon presentation of a survey with all applicable requirements including plan
21 certification, for a Lot Disturbance and Stormwater Management Permit as
22 described in Sec. 36-171 (3) of the Town Code of Ordinances.

23 In the case of an oceanfront lot where the boundary is the Atlantic Ocean,
24 only that portion of the lot area landward of the first line of stable natural
25 vegetation (as defined by CAMA) shall be used for the calculation of lot
26 coverage as it pertains to impervious surface limits included in the maximum
27 allowable lot coverage constraints.

28 ...

29
30 **PART II.** That **Sec. 36-203. RS-8 multifamily residential district** shall be amended
31 as follows:

32
33 ...

34
35 (d) *Dimensional requirements.*

36
37 ...

38
39 (6) Maximum allowable lot coverage by principal use and all accessory structures:
40 30 percent. In the case of a lot where the boundary is the Atlantic Ocean, only

that portion of the lot area landward of the first line of stable natural vegetation (as defined by CAMA) shall be used for the calculation of lot coverage as it pertains to impervious surface limits included in the maximum allowable lot coverage constraints.

a. Open-slatted decks that allow water to penetrate through to pervious material, not exceeding a total of 25% of the total footprint area of a permitted single-family dwelling on the same lot, shall not contribute to lot coverage;

b. Those allowances and/or exemptions listed in sub-section a. of this paragraph (6) shall be available only upon presentation of a survey with all applicable requirements including plan certification, for a Lot Disturbance and Stormwater Management Permit as described in Sec. 36-171 (3) of the Town Code of Ordinances.

...
PART III. That **Sec. 36-204. RS-10 residential district** shall be amended as follows:

...
(d) *Dimensional requirements.*

(6) Maximum allowable lot coverage: 30 percent. In the case of an oceanfront lot where the boundary is the Atlantic Ocean, only that portion of the lot area landward of the first line of stable natural vegetation (as defined by CAMA) shall be used for the calculation of lot coverage as it pertains to impervious surface limits included in the maximum allowable lot coverage constraints.

a. Open-slatted decks that allow water to penetrate through to pervious material, not exceeding a total of 25% of the total footprint area of a permitted single-family dwelling on the same lot, shall not contribute to lot coverage;

b. Those allowances and/or exemptions listed in sub-section a. of this paragraph (6) shall be available only upon presentation of a survey with all applicable requirements including plan certification, for a Lot Disturbance and Stormwater Management Permit as described in Sec. 36-171 (3) of the Town Code of Ordinances.

...
PART IV. That **Sec. 36-205. R-1 low-density residential district** shall be amended as follows:

(d) *Dimensional requirements.*

(6) Maximum allowable lot coverage.

- a. Maximum allowable lot coverage shall be 30 percent, except for town-owned facilities and fire stations;
- b. Maximum allowable lot coverage shall be 85 percent for town-owned facilities and fire stations;
- c. Maximum allowable lot coverage shall be 40 percent for school facilities.
- d. Open-slatted decks that allow water to penetrate through to pervious material, not exceeding a total of 25% of the total footprint area of a permitted single-family dwelling on the same lot, shall not contribute to lot coverage;
- e. Those allowances and/or exemptions listed in sub-section d. of this paragraph (6) shall be available only upon presentation of a survey with all applicable requirements including plan certification, for a Lot Disturbance and Stormwater Management Permit as described in Sec. 36-171 (3) of the Town Code of Ordinances.

In the case of an oceanfront a lot where the boundary is the Atlantic Ocean, only that portion of the lot area landward of the first line of stable natural vegetation (as defined by CAMA) shall be used for the calculation of lot coverage as it pertains to impervious surface limits included in the maximum allowable lot coverage constraints.

PART V. That **Sec. 36-206. Government and institutional district** shall be amended as follows:

(d) *Dimensional requirements.*

(6) Maximum allowable lot coverage.

- a. Maximum allowable lot coverage shall be 30 percent, except for town-owned facilities and fire stations;

- 1 b. Maximum allowable lot coverage shall be 85 percent for town-owned
 2 facilities and fire stations;
 3 c. Open-slatted decks that allow water to penetrate through to pervious material,
 4 not exceeding a total of 25% of the total footprint area of a permitted single-
 5 family dwelling on the same lot, shall not contribute to lot coverage;
 6 d. Those allowances and/or exemptions listed in sub-section d. of this paragraph
 7 (6) shall be available only upon presentation of a survey with all applicable
 8 requirements including plan certification, for a Lot Disturbance and
 9 Stormwater Management Permit as described in Sec. 36-171 (3) of the Town
 10 Code of Ordinances.
 11

12 ...

13
 14 **ARTICLE IV. Statement of Consistency with Comprehensive Plan and**
 15 **Reasonableness.**

16
 17 The Town's adoption of this ordinance amendment is consistent with the Town's adopted
 18 comprehensive zoning ordinance, land use plan and any other officially adopted plan that
 19 is applicable. For all of the above-stated reasons and any additional reasons supporting the
 20 Town's adoption of this ordinance amendment, the Town considers the adoption of this
 21 ordinance amendment to be reasonable and in the public interest.
 22

23 **ARTICLE V. Severability.**

24
 25 All Town ordinances or parts of ordinances in conflict with this ordinance amendment are
 26 hereby repealed. Should a court of competent jurisdiction declare this ordinance
 27 amendment or any part thereof to be invalid, such decision shall not affect the remaining
 28 provisions of this ordinance amendment nor the Zoning Ordinance or Town Code of the
 29 Town of Southern Shores, North Carolina which shall remain in full force and effect.
 30

31 **ARTICLE VI. Effective Date.**

32
 33 This ordinance amendment shall be in full force and effect from and after the ____ day of
 34 _____, 2022.
 35

36
 37 _____
 Elizabeth Morey, Mayor

38 ATTEST:

39
 40 _____
 41 Town Clerk
 42
 43

44 APPROVED AS TO FORM:
 45
 46 _____

Town Attorney

Date adopted:

Motion to adopt by Councilmember:

Motion seconded by Councilmember:

Vote: ___AYES___NAYS



Town of Southern Shores

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

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

info@southernshores-nc.gov

www.southernshores-nc.gov

ZTA-22-01

Ordinance XXXX-XX-XX

2/22/2022

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

ARTICLE I. Purpose(s) and Authority.

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

WHEREAS, pursuant to N.C.G.S. § 160D-702, the Town may regulate and restrict 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.; 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, and general welfare for the Town to amend the Town’s Zoning Ordinance 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 I. That **Town Code Sec. 36-202. RS-1 single-family residential district** shall be amended as follows:

1 ...
2
3 (d) *Dimensional requirements.*
4
5 ...
6

7 (6) Maximum allowable lot coverage.

- 8 a. Maximum allowable lot coverage shall be 30 percent, except for town-owned
9 facilities and fire stations;
10 b. Maximum allowable lot coverage shall be 85 percent for town-owned
11 facilities and fire stations;
12 c. Gravel walkways shall not contribute to lot coverage;
13 d. Up to 250 square feet of Open-slatted decks that allow water to penetrate
14 through to pervious material, ~~not exceeding a total of 25% of the total~~
15 ~~footprint area of the attached single family dwelling,~~ shall not contribute to
16 lot coverage;
17 e. Those allowances and/or exemptions listed in sub-section d. of this paragraph
18 (6) shall be available only ~~to an applicant for a building/zoning permit for a~~
19 ~~single family dwelling or attached open-slatted deck over pervious material,~~
20 upon presentation of a survey with all applicable requirements including plan
21 certification, for a Lot Disturbance and Stormwater Management Permit as
22 described in Sec. 36-171 (3) of the Town Code of Ordinances.

23 In the case of an oceanfront lot where the boundary is the Atlantic Ocean,
24 only that portion of the lot area landward of the first line of stable natural
25 vegetation (as defined by CAMA) shall be used for the calculation of lot
26 coverage as it pertains to impervious surface limits included in the maximum
27 allowable lot coverage constraints.

28 ...
29
30 **PART II.** That **Sec. 36-203. RS-8 multifamily residential district** shall be amended
31 as follows:
32
33 ...
34

35 (d) *Dimensional requirements.*
36
37 ...
38

39 (6) Maximum allowable lot coverage by principal use and all accessory structures:
40 30 percent. In the case of a lot where the boundary is the Atlantic Ocean, only

that portion of the lot area landward of the first line of stable natural vegetation (as defined by CAMA) shall be used for the calculation of lot coverage as it pertains to impervious surface limits included in the maximum allowable lot coverage constraints.

- a. Up to 250 square feet of open-slatted decks that allow water to penetrate through to pervious material shall not contribute to lot coverage;
- b. Those allowances and/or exemptions listed in sub-section a. of this paragraph (6) shall be available only upon presentation of a survey with all applicable requirements including plan certification, for a Lot Disturbance and Stormwater Management Permit as described in Sec. 36-171 (3) of the Town Code of Ordinances.

...

PART III. That **Sec. 36-204. RS-10 residential district** shall be amended as follows:

...

(d) *Dimensional requirements.*

...

- (6) Maximum allowable lot coverage: 30 percent. In the case of an oceanfront a lot where the boundary is the Atlantic Ocean, only that portion of the lot area landward of the first line of stable natural vegetation (as defined by CAMA) shall be used for the calculation of lot coverage as it pertains to impervious surface limits included in the maximum allowable lot coverage constraints.

- a. Up to 250 square feet of open-slatted decks that allow water to penetrate through to pervious material shall not contribute to lot coverage;
- b. Those allowances and/or exemptions listed in sub-section a. of this paragraph (6) shall be available only upon presentation of a survey with all applicable requirements including plan certification, for a Lot Disturbance and Stormwater Management Permit as described in Sec. 36-171 (3) of the Town Code of Ordinances.

...

PART IV. That **Sec. 36-205. R-1 low-density residential district** shall be amended as follows:

...

(d) *Dimensional requirements.*

...

(6) Maximum allowable lot coverage.

- a. Maximum allowable lot coverage shall be 30 percent, except for town-owned facilities and fire stations;
- b. Maximum allowable lot coverage shall be 85 percent for town-owned facilities and fire stations;
- c. Maximum allowable lot coverage shall be 40 percent for school facilities.
- d. Up to 250 square feet of open-slatted decks that allow water to penetrate through to pervious material shall not contribute to lot coverage;
- e. Those allowances and/or exemptions listed in sub-section d. of this paragraph (6) shall be available only upon presentation of a survey with all applicable requirements including plan certification, for a Lot Disturbance and Stormwater Management Permit as described in Sec. 36-171 (3) of the Town Code of Ordinances.

In the case of an oceanfront a lot where the boundary is the Atlantic Ocean, only that portion of the lot area landward of the first line of stable natural vegetation (as defined by CAMA) shall be used for the calculation of lot coverage as it pertains to impervious surface limits included in the maximum allowable lot coverage constraints.

...

PART V. That **Sec. 36-206. Government and institutional district** shall be amended as follows:

...

(d) *Dimensional requirements.*

...

(6) Maximum allowable lot coverage.

- a. Maximum allowable lot coverage shall be 30 percent, except for town-owned facilities and fire stations;
- b. Maximum allowable lot coverage shall be 85 percent for town-owned facilities and fire stations;

- 1 c. Up to 250 square feet of open-slatted decks that allow water to penetrate
 2 through to pervious material shall not contribute to lot coverage;
 3 d. Those allowances and/or exemptions listed in sub-section c. of this paragraph
 4 (6) shall be available only upon presentation of a survey with all applicable
 5 requirements including plan certification, for a Lot Disturbance and
 6 Stormwater Management Permit as described in Sec. 36-171 (3) of the Town
 7 Code of Ordinances.

8
 9 ...

10
 11 **ARTICLE IV. Statement of Consistency with Comprehensive Plan and**
 12 **Reasonableness.**

13
 14 The Town's adoption of this ordinance amendment is consistent with the Town's adopted
 15 comprehensive zoning ordinance, land use plan and any other officially adopted plan that
 16 is applicable. For all of the above-stated reasons and any additional reasons supporting the
 17 Town's adoption of this ordinance amendment, the Town considers the adoption of this
 18 ordinance amendment to be reasonable and in the public interest.

19
 20 **ARTICLE V. Severability.**

21
 22 All Town ordinances or parts of ordinances in conflict with this ordinance amendment are
 23 hereby repealed. Should a court of competent jurisdiction declare this ordinance
 24 amendment or any part thereof to be invalid, such decision shall not affect the remaining
 25 provisions of this ordinance amendment nor the Zoning Ordinance or Town Code of the
 26 Town of Southern Shores, North Carolina which shall remain in full force and effect.

27
 28 **ARTICLE VI. Effective Date.**

29
 30 This ordinance amendment shall be in full force and effect from and after the ____day of
 31 _____, 2022.

32
 33
 34 _____
 Elizabeth Morey, Mayor

35 ATTEST:

36
 37 _____
 38 Town Clerk

39
 40
 41 APPROVED AS TO FORM:

42
 43 _____
 44 Town Attorney

45
 46 Date adopted:

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2
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7
8
9

Motion to adopt by Councilmember:

Motion seconded by Councilmember:

Vote: ____AYES____NAYS



AGENDA ITEM SUMMARY FORM

MEETING DATE: April 5, 2022

ITEM TITLE: Consideration of TCA-22-03 Undergrounding Requirements

ITEM SUMMARY:

The proposed amendments to Town Code Chapter 8 and Chapter 32 are being proposed by Town Staff to prevent the installation of utility facilities and structures above the ground. In March, 2018, ZTA-18-02 was adopted which amended Town Code Section 36-175 to allow small wireless facilities and the use and installation of utility poles in accordance with Session Law 2017-159. Session Law 2017-159 declared that wireless services providers and wireless infrastructure providers must have access to the public rights-of-way and have the ability to attach to poles and structures in the public rights-of-way to densify their networks. It amended existing Statutes to include small cell infrastructure and wireless support structures to ensure that wireless providers have access to public rights-of-way. Recently, Town Staff learned that other jurisdictions have been prohibiting the installation of new utility poles for small wireless facilities in Town rights-of-way by adding them to undergrounding requirements.

STAFF RECOMMENDATION:

Town Staff recommends approval of TCA-22-03

REQUESTED ACTION:

Motion to approve TCA-22-03.



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

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TCA-22-03

3-18-2022

Ordinance 2022-XX-XX

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

ARTICLE I. Purpose(s) and Authority.

WHEREAS, pursuant to N.C.G.S. Chap. 160A, the Town has duly codified the Town's Code of Ordinances (the "Town Code"); 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, 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 and general welfare for the Town to amend the 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 Town Code.

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

PART I. That **Chapter 8 Sec. 8-27. Underground installation.** be amended as follows:

Town of Southern Shores, NC
TCA-22-01
3-18-22
Page 1 of 3

Sec. 8-27. Underground installation.

All cable services shall follow the undergrounding provisions established in section 32-13. In those areas within the town where cable television, telephone, or electrical facilities are currently placed underground, all cable system facilities shall remain or be placed underground. In areas where either telephone or electric utility facilities are above ground at the time of installation, grantee may install its cable system facilities above ground, provided that at such time as both electric and telephone utility facilities are placed underground, grantee shall likewise place its cable system facilities underground without cost to the town. Nothing contained in this section shall require a grantee to construct, operate and maintain underground any ground mounted appurtenances, except that grantee shall take steps to minimize the number and visual impact of such facilities. If the grantor reimburses any utility for such relocation, grantee shall be similarly reimbursed. This section shall not prevent the town or any of its agencies or joint agencies from requiring the installation or relocation of cable services facilities underground, pursuant to a separate ordinance or regulation or requirement imposed, in accordance with the exercise of the general police power or regulatory function of such agency or joint agency.

PART II. That Chapter 32 Sec. 32-13. Undergrounding requirements. be added as follows:

Sec. 32-13. Undergrounding requirements.

All utility facilities and structures, including not but limited to poles, wiring, conduit, cables, small wireless facilities cabinets, boxes, panels, and related appurtenances shall be installed underground. This section shall apply to all forms of utility providers including, but not limited to providers of electricity, gas, cable, communications, telecommunications, broadband internet, and wireless utilities. All existing utility facilities and structures located above the ground as of XX-XX-XXXX may continue to be used, replaced and maintained, but shall not be expanded in size unless such expansion is required to be allowed by law. Utility providers may seek a waiver of this provision by following the variance procedure established in Section 36-367.

ARTICLE IV. Severability.

All Town ordinances or parts of ordinances in conflict with this ordinance amendment are hereby repealed. Should a court of competent jurisdiction declare this ordinance amendment or any part thereof to be invalid, such decision shall not affect the remaining

provisions of this ordinance amendment nor the Zoning Ordinance or Town Code of the Town of Southern Shores, North Carolina which shall remain in full force and effect.

ARTICLE V. Effective Date.

This ordinance amendment shall be in full force and effect from and after the ____day of _____, 2022.

Elizabeth Morey, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

Date adopted:

Motion to adopt by Councilmember:

Motion seconded by Councilmember:

Vote: ____AYES ____NAYS



AGENDA ITEM SUMMARY FORM

MEETING DATE: April 5, 2022

ITEM TITLE: Public Hearing- ZTA-22-03

ITEM SUMMARY:

The proposed amendments to Sections 36-175 are being proposed by Town Staff to prevent the installation of utility facilities and structures above the ground. In March, 2018, ZTA-18-02 was adopted which amended Town Code Section 36-175 to allow small wireless facilities and the use and installation of utility poles in accordance with Session Law 2017-159. Session Law 2017-159 declared that wireless services providers and wireless infrastructure providers must have access to the public rights-of-way and have the ability to attach to poles and structures in the public rights-of-way to densify their networks. It amended existing Statutes to include small cell infrastructure and wireless support structures to ensure that wireless providers have access to public rights-of-way. Recently, Town Staff learned that other jurisdictions have been prohibiting the installation of new utility poles for small wireless facilities in Town rights-of-way by adding them to undergrounding requirements (see enclosed TCA-22-03). N.C.G.S. 160D-936(d) allows the prohibition as long as the undergrounding requirements are nondiscriminatory with respect to type of utility, do not prohibit the replacement of structures existing at the time of adoption of the requirements, and have a waiver process.

STAFF RECOMMENDATION:

Town Staff has determined that the proposed amendments are consistent with the Town's currently adopted Land Use Plan and Town Staff recommends approval of the proposed ZTA. The Town Planning Board unanimously recommended approval of the application at the March 21, 2022 Planning Board meeting.

REQUESTED ACTION:

Motion to approve ZTA-22-03.

STAFF REPORT

To: Southern Shores Town Council
Date: April 5, 2022
Case: ZTA-22-03
Prepared By: Wes Haskett, Deputy Town Manager/Planning Director

GENERAL INFORMATION

Applicant: Town of Southern Shores

Requested Action: Amendment of the Town Zoning Ordinance by amending Section 36-175, Wireless Telecommunications Sites, Facilities and Towers

ANALYSIS

The proposed amendments to Sections 36-175 are being proposed by Town Staff to prevent the installation of utility facilities and structures above the ground. In March, 2018, ZTA-18-02 was adopted which amended Town Code Section 36-175 to allow small wireless facilities and the use and installation of utility poles in accordance with Session Law 2017-159. Session Law 2017-159 declared that wireless services providers and wireless infrastructure providers must have access to the public rights-of-way and have the ability to attach to poles and structures in the public rights-of-way to densify their networks. It amended existing Statutes to include small cell infrastructure and wireless support structures to ensure that wireless providers have access to public rights-of-way. Recently, Town Staff learned that other jurisdictions have been prohibiting the installation of new utility poles for small wireless facilities in Town rights-of-way by adding them to undergrounding requirements (see enclosed TCA-22-03). N.C.G.S. 160D-936(d) allows the prohibition as long as the undergrounding requirements are nondiscriminatory with respect to type of utility, do not prohibit the replacement of structures existing at the time of adoption of the requirements, and have a waiver process.

RECOMMENDATION

Town Staff has determined that the proposed amendments are consistent with the Town's currently adopted Land Use Plan and Town Staff recommends approval of the proposed ZTA. The Town Planning Board unanimously recommended approval of the application at the March 21, 2022 Planning Board meeting.



Town of Southern Shores

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Item 11.

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

Date: 3 / 18 / 22

Filing Fee: \$200

Receipt No. N/A Application No. ZTA-22-03

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

Please check the applicable Chapter/Article:

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

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

Applicant

Name Town of Southern Shores

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

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

Applicant's Representative (if any)

Name _____

Agent, Contractor, Other (Circle one)

Address _____

Phone _____ Email _____

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

Address: _____ Zoning district _____

Section _____ Block _____ Lot _____ Lot size (sq.ft.) _____

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

Change To: ___ Zoning Map ☒ Zoning Ordinance

Whaskett
Signature

3-18-22
Date

* Attach supporting documentation.



Town of Southern Shores

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ZTA-22-03

Ordinance 2022-XX-XX

3-22-2022

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

ARTICLE I. Purpose(s) and Authority.

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

WHEREAS, pursuant to N.C.G.S. § 160D-931 et seq. the Town has authority to regulate wireless telecommunications facilities and the Town shall not prohibit, regulate, or charge for the collocation of small wireless facilities other than as set forth therein; and

WHEREAS, the Town desires that wireless facilities within the Town’s rights-of-way shall comply with the Town’s non-discriminatory prohibition of above-ground utility structures and facilities; 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, and general welfare for the Town to amend the Town’s Zoning Ordinance 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:

Town of Southern Shores, NC

3-18-2022

ZTA-22-03

Page 1 of 4

PART I. That **Sec. 36-175. Wireless telecommunications sites, facilities and towers.** Be amended as follows:

Sec. 36-175. Wireless telecommunications sites, facilities and towers.

...

(2) *Use of town rights-of-way.* Wireless providers may use town rights-of-ways in accordance with this section. Wireless providers may use Department of Transportation rights-of-way pursuant to lawful authorization from the Department of Transportation.

a. *Collocation of small wireless facilities:* Subject to the requirements of subsection 36-175(i)(1), a wireless provider may collocate small wireless facilities along, across, upon, or under any town rights-of-way.

b. *Utilities and poles within rights-of-way:* A wireless provider may place, maintain, modify, operate, or replace associated utility poles, city utility poles, conduit, cable, or related appurtenances and facilities along, across, upon, and under any town rights-of-way. The placement, maintenance, modification, operation, or replacement of utility poles and city utility poles associated with the collocation of small wireless facilities, along, across, upon, or under any town rights-of-way shall be subject only to review or approval under subsection 36-175(i)(1) if the wireless provider meets all the following requirements:

(1) Each new utility pole and each modified or replacement utility pole or city utility pole installed in the rights-of-way shall not exceed 50 feet above ground level.

(2) Each new small wireless facility in the rights-of-way shall not extend more than ten feet above the utility pole, city utility pole, or wireless support structure on which it is collocated.

c. *Application required to place or modify utility poles in rights-of-way:* A wireless provider shall apply to place utility poles in the city rights-of-way, or to replace or modify utility poles or city utility poles in the public rights-of-way, to support the collocation of small wireless facilities. The town shall accept and process the application in accordance with the provisions of subsection 36-175(i)(1), applicable codes, and other local codes governing the placement of utility poles or city utility poles in the town rights-of-way, including provisions or regulations that concern public safety, objective design standards for decorative utility poles or city utility poles, or reasonable and nondiscriminatory stealth and concealment requirements, including those relating to screening or landscaping, or public safety and reasonable spacing requirements. The application may be submitted in conjunction with the associated small wireless facility application.

d. *Installation of new poles in residential zoning districts:*

- (1) No new utility pole may be installed for the principal use of wireless facilities if a pole exists within 20 feet of a desired location.
 - (2) The minimum distance of a new pole from any residential structure shall be at least 150 percent of the pole height and shall not be located directly in front of any residential structure or vacant lot located in a residential zoning district.
 - (3) Along streets and within subdivisions where there are no existing utility poles (all underground utilities), wireless facilities may be attached to street lights in the public right-of-way.
 - (4) New poles may not be erected in a residential area solely for wireless communication equipment attachment unless the applicant has demonstrated it cannot reasonably provide service by:
 - i. Installing poles outside of the residential area;
 - ii. Attaching equipment to existing poles within the right-of-way; or
 - iii. Installing poles in rights-of-way not contiguous to parcels used for single family residential purposes.
- e. *Rights-of-way use to comply with other requirements:* Applicants for use of a city rights-of-way shall comply with ~~chapter 28~~ the undergrounder requirements established in section 32-13 prohibiting the installation of above ground structures in the town's rights-of-way ~~without prior approval~~. In no instance in an area zoned single family residential where the existing utilities are installed underground may a utility pole, city utility pole, or wireless support structure exceed 40 feet above ground level, unless the town grants a waiver or variance approving a taller utility pole, city utility pole, or wireless support structure.

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 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 _____, 2022.

Elizabeth Morey, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

Date adopted:

Motion to adopt by Councilmember:

Motion seconded by Councilmember:

Vote: __AYES__NAYS



AGENDA ITEM SUMMARY FORM

MEETING DATE: May 4, 2021

ITEM TITLE: Bay Disposal Contract Renewal Trash

ITEM SUMMARY:

The Town's current contract with Bay Disposal for collection and disposal of solid waste will expire on June 30, 2022. The contract states that it will automatically terminate at midnight on June 30, 2022, unless the Town elects to renew under negotiated terms and conditions. Bay Disposal has no objections to renewing the contract with a term expiration of June 30, 2023 with a 6% increase (\$5.59/unit to \$5.93/unit for residential and from \$4352.25/month to \$4613.39/month for commercial).

STAFF RECOMMENDATION:

Approval of solid waste contract renewal.

REQUESTED ACTION:

Motion to renew the Solid Waste contract with Bay Disposal.

CONTRACT RENEWAL

Item 12.

THIS CONTRACT RENEWAL (the "Contract") is made and entered into this ____ day of _____, 2022, by and between Bay Disposal, LLC, a Virginia limited liability company ("Bay"); and the TOWN OF SOUTHERN SHORES, a North Carolina municipal corporation (the "Town") (Bay and the Town may be referred to individually as a "Party and collectively as the "Parties"):

WITNESSETH:

WHEREAS the Town and Bay entered into a contract on May 16, 2016 for refuse collection services ("the Contract"); and,

WHEREAS, the Town and Bay have entered into negotiations and the parties hereto desire to renew the Contract for a term of one (1) year;

NOW THEREFORE, in consideration of these premises the parties agree as follows:

I. Bay shall collect, haul, transport, remove and dispose (hereinafter collectively referred to as "disposal") of all trash, garbage, debris, refuse and other waste matter and materials (hereinafter collectively referred to as "trash") from all residential, commercial, business, municipal and governmental premises within the corporate limits of the Town of Southern Shores, North Carolina, subject to the terms and conditions set forth herein below. Bay shall acquire title to the Waste Material when it is loaded into a Bay truck. Title to and liability for any Excluded Waste shall remain with the Town and the Town expressly agrees to defend, indemnify and hold harmless Bay from and against any and all damages, penalties, fines and liabilities resulting from or arising out of the deposit of Excluded Waste in Bay trucks, containers or other equipment. Excluded Waste includes hazardous materials, batteries, propane, paint, oil, charcoal and other flammable chemicals. The parties hereto acknowledge the solid waste disposal fees ("tipping fees") are to be paid by the Town of Southern Shores to another entity separately from this contract and are not to be paid by Bay. Any additional fees, costs or taxes imposed on the disposal of solid waste shall be the responsibility of the Town. The parties acknowledge that the consideration paid by the Town to Bay pursuant to the provisions of this contract is for the collection and disposal of solid waste.

Contractor shall furnish all personnel, labor, equipment and supervision necessary to fulfill satisfactory performance of this agreement. Contractor shall use only personnel qualified to perform the work assigned and shall see that all work is performed in an efficient and workmanlike manner.

2. The term of the contract for the disposal of such trash, shall be for a period of 12

months, commencing on **July 1, 2022** and ending at midnight on **June 30, 2023**. During such period, collection and disposal of residential trash shall be made between the hours of **3:00 A.M. and 6:00 P.M.** on the following schedule: Collection and disposal of residential trash shall be made once per week on Monday for the period of Labor Day to Memorial Day, and two days per week on Monday and Friday for the period of Memorial Day to Labor Day. Collection and disposal of commercial trash shall be made two days per week on Monday and Wednesday for the period of Labor Day to Memorial Day, and three days per week on Monday, Wednesday and Friday for the period of Memorial Day to Labor Day. If any collection day falls on a legal holiday, then such collection shall be made the next business working day. Legal holidays for the purpose of this agreement are New Year's Day, Thanksgiving Day, and Christmas Day. Other legal holidays which cause the transfer stations to be closed shall also be observed, and no collection will occur on those days; such collection will be made the next business working day. Bay will advise the Town at least four weeks in advance that collection will not occur on a day observed as a legal holiday and on which date the transfer stations will not be open to receive trash. The Town Manager and Public Works Director shall be notified immediately in the event that scheduled collection cannot be met due to mechanical or other unforeseen delays. Bay agrees that in the event of equipment breakdown, strike or any other occurrence which would delay or prevent timely performance of its obligations that it shall take all actions reasonably necessary, including but not limited to, replacement of equipment and personnel in order to assure restoration of normal service within six (6) hours from the time of occurrence.

3. The consideration for the term of this contract shall be \$5.93 per residential unit collection stop per month, and \$4,613.39 per month for the collection of all commercial customer-owned containers. Payment shall be made by the Town in equal monthly payments by the 20th day of each month, commencing July 1, 2022. The number of residential units for which the contractor shall be paid during the first year of service of this contract is 2,600. On the first anniversary date of this contract and on each subsequent anniversary date thereafter during the term of this contract, the annual consideration paid to Bay shall be increased by an amount necessary to compensate the Bay for any additional residential units.

Further, on the first anniversary date of this contract and on each subsequent anniversary date thereafter during the term of this contract, the annual consideration paid to Bay shall be increased by a percentage at least equal to the percentage change in the CPI-U "All Items"

category of the Consumer Price Index published for the most recent period prior to the date of the proposed change.

4. a} All trash will be placed in containers or receptacles owned by the property owners with lids securely closed and placed in the right-of-way adjacent to the premises of the owner or occupant, at the edge or curb of the street at a reasonably accessible location for collection.

b) Bay will not be required to dispose of trash resulting from construction of buildings and structures, land clearing debris or building demolition.

c} No trash shall be collected from steel drum containers.

d} The Town shall publish rules and regulations governing the manner in which owners or occupants of residences and businesses within the town shall store and place trash for disposal pursuant to this agreement.

5. Residential, heavy duty, two-wheeled 96-gallon lidded trash receptacles shall be provided by Bay to residents upon request for a flat fee of \$90.00 per receptacle, including delivery to the residence.

6. Where containers are rusted or otherwise so badly damaged as to be unsanitary or unsafe for handling, or not placed properly for pickup, a warning notice shall be given to the owner or occupant of the premises by the attaching of an appropriate notice to the container, and that if correction of the said condition is not made within seven (7) days by the owner or occupant, then the container and the contents will not be picked up.

7. Trash containers shall not be thrown or handled in a rough or careless manner during pickup, but shall be used and handled with care, usual wear and tear excepted, and Bay shall be liable for negligent and unnecessary damages caused to such containers and receptacles.

8. Bay shall make the trash collection in enclosed trucks or vehicles. The vehicles shall be in good working order, shall be cleaned regularly in accordance with any applicable Health Department regulations (at sites suitable, appropriate and approved for cleaning said trucks or vehicles), and shall have presentable appearance.

9. Bay shall dispose of all trash under the contract only in such manner as is permitted and authorized by law, and shall comply with all rules, regulations, and laws applicable to the disposal of trash.

10. Bay recognizes that the Town is contractually obligated, during the initial term of this contract, to commit its Waste through the Albemarle Regional Solid Waste Management Authority (of which Dare County, NC is a member) to the East Carolina Environmental Landfill

in Bertie County, North Carolina, owned and operated by Republic Services of North Carolina, LLC. Accordingly, Bay shall dispose of the Town's Waste only in such transfer or landfill facilities through which it will be committed for final disposal at the East Carolina Environmental Landfill in Bertie County, North Carolina and in compliance with the Town's aforementioned contractual obligation.

11. Bay shall maintain an office within thirty miles of the Town of Southern Shores at which a responsible person can be reached by telephone during regular working hours of 8:00 A.M. to 4:30 P.M. to answer questions about pick-up service with personnel sufficient to receive and handle complaints and to receive communication from the Town Manager or his representative. Contractor shall supply an emergency telephone number for use in the event of after hour emergencies.

Bay will maintain a complaint log form and a copy of this completed form and corrective actions taken will be submitted to the Town Manager upon request. The Bay office personnel answering the phone will take the call and receive appropriate information from each resident (name, date, phone number, address, time, comment section). The person taking the message will immediately contact the driver and receive the driver's input. The Operations Manager will also be notified by the office, and he or she will either return the phone call or go to the site of the complaint and address the complaint the same service day. Supervisors and/or the Operations Manager will be present in the service area each service day.

12. This contract is for the collection of all trash within the Town of Southern Shores from residential, commercial, business and municipal places or locations, subject to the conditions specified herein. Should the current boundaries of the Town of Southern Shores change during the term of this contract and should the number of stops increase then this contract shall be adjusted accordingly to reflect any increase in the residential, commercial, business premises receiving trash collection.

13. Bay shall be deemed an independent contractor and shall assume all liability and responsibility for any and all damages to persons and/or property resulting from the disposal of such trash, and the Town of Southern Shores shall not be liable and responsible for any such damages, from all of which Bay shall save, protect, and hold the Town harmless.

14. Changes to the type, size, and amount of equipment, the type of frequency of service, and corresponding adjustments to the rates, may be made by agreement of the parties, evidenced either in writing or by the practices and actions of the parties, without affecting the validity of this Agreement and this Agreement shall be deemed amended accordingly. This Agreement

shall continue in effect for the term provided herein and shall apply to changes of and new service address location of the Town within the area in which Bay provides collection service.

15. Bay shall remove and dispose of all trash pursuant to this Contract only in such a manner as is permitted and authorized by law, and shall comply with all rules, regulations, and laws applicable to the collection and removal of trash.

16. Bay Disposal is responsible for picking up and removing any materials that have blown out or dropped from trucks or the collection receptacles for any reason, even if a return trip is required. Leaks and spills shall be handled quickly and appropriately based on the type and amount and according to State and Federal spill response guidelines. Equipment shall be well maintained so as not to allow liquid or trash to leak or blow out of the collection equipment, understanding that even with preventative maintenance, mechanical failures will still occur and BD will respond immediately to any incidents that occur due to such failures

17. Town recognizes the difficulty of ensuring that the Town's pavement or driving surface is adequate to bear the weight of Bay vehicles. Therefore, Town agrees that Town will be responsible for any damage to Town's pavement, curbing or other driving surfaces resulting from the weight of Bay vehicles providing service at the Town location. Bay shall not be responsible for damage to any pavement surfaces within the Town's rights-of-way caused by the weight of Bay vehicles.

18. Bay shall carry the following insurance which shall be with a reputable company duly licensed to do business in North Carolina:

a) Workmen's Compensation of all employees who may be involved in any way in the performance of this contract or in services in connection therewith.

b) Commercial general liability insurance in the amount of \$1,000,000.00 combined single limit.

c) Vehicle fleet liability (business automobile coverage) in the amount of \$1,000,000.00 combined single limit.

19. If, during the term of this Agreement, either party shall be in breach of any provision of this Agreement, the other party may suspend or terminate its performance hereunder until such breach has been corrected; provided, however, that no termination shall be effective unless and until the complaining party has given written notice of such breach to the other party and the other party has failed to cure such breach within at least ten (10) days thereafter. In the event any such breach remains uncured for a period of ten (10) days, the complaining party may terminate this Agreement by giving the other party written notice of such termination; which

shall become effective upon receipt of such notice.

Item 12.

20. As of midnight, June 30, 2023, this contract shall automatically terminate unless the Town elects to renew under negotiated terms and conditions.

21. This contract shall be binding upon the parties hereto, their successors and assigns. This contract may not be assigned by Bay without prior written approval of the Town.

22. Bay values the opportunity to meet all of Town's non-hazardous waste collection and disposal needs. Town will provide Bay the opportunity to meet those needs and to provide, on a competitive basis, any additional non-hazardous waste collection and disposal services during the term of this Agreement.

23. Neither party hereto shall be liable for its failure to perform or delay in performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, fires and acts of God and such failure shall not constitute a Default under this Agreement.

SIGNATURE PAGE TO FOLLOW

WITNESS the following signatures and seals, the Town of Southern Shores having caused these present to be executed by its Town Manager pursuant to a motion of the Town Council of the Town of Southern Shores duly adopted on _____, 2022.

Both the Town of Southern Shores and Bay Disposal, LLC agree to the above contract.

Bay Disposal, LLC, a Virginia limited liability company

By: _____

Name: _____

Title: _____

Town of Southern Shores, a North Carolina Municipal Corporation

By: _____

Name: _____

Title: _____



AGENDA ITEM SUMMARY FORM

MEETING DATE: April 5, 2022

ITEM TITLE: Bay Disposal Contract Renewal-Recycle

ITEM SUMMARY:

The Town's current contract with Bay Disposal for recycling collection and delivery will expire on June 30, 2022. The contract states that the term shall commence when executed and shall continue until midnight on June 30, 2022. The contract also states that it may be renewed by mutual agreement of the parties for consecutive additional one (1) year periods. Bay Disposal has agreed to renewing the contract for another one year period until June 30, 2023 with a 6% increase (\$5.21/unit to \$5.52/unit).

STAFF RECOMMENDATION:

Approval of recycling contract renewal.

REQUESTED ACTION:

Motion to renew the Recycling contract with Bay Disposal.

CONTRACT RENEWAL

THIS CONTRACT RENEWAL (the “Contract”) is made and entered into this ____ day of _____, 2022, by and between Bay Disposal, LLC, a Virginia limited liability company (“BD”); and the TOWN OF SOUTHERN SHORES, a North Carolina municipal corporation (the “Town”) (BD and the Town may be referred to individually as a “Party and collectively as the “Parties”):

WITNESSETH:

WHEREAS, the Town and BD entered into a contract dated August 18, 2020 pursuant to which BD has been collecting and removing recycling materials from the Town (the “Original Contract”);

WHEREAS, the Original Contract allows for the contract to be renewed for one year periods;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Services Generally.

(a) BD shall collect and remove recycling materials from all residential, commercial, business, municipal, and governmental premises within the corporate limits of the Town of Southern Shores, North Carolina, subject to the terms and conditions set forth in this Contract. BD shall acquire title to the recycling material that it collects pursuant to this Contract when BD takes possession of such material by loading it into its truck. The consideration paid by the Town to BD pursuant to this Contract is for BD (i) to collect and remove the recycling materials from the Town ; and (ii) perform such other services as are set forth in this Contract (collectively the “Services”).

(b)

(i) (A) BD shall deliver all non-contaminated recyclable materials (defined below) to RDS of Virginia, LLC, a Virginia limited liability company, with principal offices located at 623 N Witchduck Rd, Suite 108, Virginia Beach, Virginia (“RDS”), so long as RDS shall “recycle” such materials by placing them into the recycling stream, or, if RDS is not available to receive and recycle the recyclable materials, to some other recycling facility that will recycle the materials by placing them into the recycling stream, if available. If such a recycling facility is available, but BD will incur more than 10% additional cost per ton of materials to use such recycling facility, then BD shall provide the Town with sufficient information and an opportunity to decide if the Town desires for BD to use the proposed recycling facility at an additional cost per unit per month to the Town. If the cost for BD to dispose of recyclable materials decreases by more than 10% per ton, then BD shall adjust the base rate charged to the Town accordingly and make the Town aware of the change.

(B) BD shall provide the Town with at least 30-days written notice of any proposed increase in the costs to BD for the disposal of recyclable materials in a manner consistent with this Contract for which BD expects to request an increase in the base rate charged to the Town. The Town shall not be required to accept any proposed increase in the base rate.

(ii) If no recycling facility is available, as set forth in the above Section 1(b)(i), then BD may deliver the non-contaminated recycling materials to a duly permitted waste-to-energy facility, such as the Wheelabrator facility.

(iii) BD shall not dispose of any non-contaminated recyclable materials in a landfill.

(iv) For the purposes of this Contract:

(1) “Non-contaminated recycling materials” shall mean recycling materials that are sufficiently free from contamination so as to be accepted for recycling by RDS or such other recycling facility to whom BD is delivering the said materials.

(c) BD shall furnish all personnel, labor, equipment and supervision necessary to fulfill its duties under this Contract. BD shall use only personnel qualified to perform its duties under this Contract and shall see that all work is performed in an efficient and workmanlike manner. BD shall require each employee to be courteous at all times, to work quietly and shall not allow the use of loud or profane language. BD shall require each employee to work in a

diligent manner. BD shall immediately investigate any notice of employee misbehavior and take prompt and appropriate action. Any official or employee of BD who is under the influence of alcohol or drugs or demands pay from any resident of the Town for services rendered, or verbally or physically abuses any resident of a dwelling unit or an employee or agent of the Town, shall be immediately removed from work under this Contract and shall provide no other service to the Town.

(d) BD shall be responsible for payment of any and all fees, costs, or taxes imposed on the disposal of recycling materials that are collected by BD from the Town pursuant to this Contract. BD shall be entitled to retain any payments received for recycling materials collected pursuant to this Contract from RDS or such other entity to whom BD may deliver the recycling materials pursuant to the terms of this Contract.

2. **Term.** The term of the Contract shall commence when executed and shall continue until midnight on June 30, 2023. Thereafter, the term of this Contract may be renewed by mutual agreement of the parties for consecutive additional one (1) year periods.

3. **Scheduling of Recycling Collection and Bulk Pickup.**

(a) During the term of this Contract, collection and removal of all recycling materials shall be made between the hours of 3:00 a.m. and 6:00 p.m. on Wednesday, year-round. If any collection day falls on a legal holiday, then such collection shall be made the next business working day. Legal holidays for the purpose of this Contract are Memorial Day, Independence Day, Labor Day, New Year's Day, Thanksgiving Day, and Christmas Day. BD will advise the Town at least four weeks in advance that collection will not occur on a day observed as a legal holiday and on which date collection will occur. The Town Manager and Public Works Director shall be notified immediately in the event that scheduled collection cannot be met due to mechanical or other unforeseen delays. BD agrees that in the event of equipment breakdown, strike or any other occurrence which would delay or prevent timely performance of its obligations under this Contract, that it shall take all actions reasonably necessary, including but not limited to, replacement of equipment and personnel in order to assure restoration of normal service within twenty-four (24) hours from the time of occurrence.

(b) BD will perform bulk item pickup on behalf of the Town twice per year, once in the Spring and once in the Fall. Exact dates of bulk item pickup are to be scheduled with input from Town officials at a minimum of one month ahead of schedule so that the Town has adequate time to notify residents of the impending event. Items included in bulk item pickup are furniture, mattresses, appliances that do NOT contain CFCs, exercise equipment, hot tub covers, and yard and vegetative debris bagged in clear or brown paper bags. Items not included in bulk item pickup include recycling materials, basketball goal posts, televisions, construction and demolition debris including paint, gasoline, oil and other chemicals, tires, soil, rocks, concrete, and tree stumps. BD will make every attempt to complete large item pickup in one business day,

but may return to complete it on a second day immediately following the first scheduled day if it is not possible to complete the event in one day due to volume. The Town will post rules and regulations instructing residents and business owners on what is eligible for bulk item pickup.

4. **Consideration.** The consideration to be paid by the Town for the Services, other than the bulk item pickup services, provided by BD under this contract, shall be: (a) **\$5.52** per month per residential or commercial unit/location located within the Town's corporate boundaries; plus (b) **\$80.80** per ton of recyclable material collected. The consideration to be paid by the Town for each of bulk item pickup conducted pursuant to Section 3(b) shall be \$3,500 per bulk item pickup conducted throughout the Town. The cost of the bulk pickup will be revaluated based on tonnage from the two collections made in 2018-2019, and the compensation to be paid by the Town for each bulk item pickup conducted after the execution of this Contract may be altered by agreement of the parties, provided however, the price for each bulk item pickup shall not exceed \$10,258. The foregoing pricing is based on 2,395 total estimated units/locations that are providing recycle materials within the Town's corporate boundaries to be collected by BD. Either party may request that a unit/location count be performed at any time during the term of this Contract and if such revised unit/location count reflects more or fewer units, all billing for the following fiscal year shall be adjusted to apply the new total number of units/locations. BD shall invoice the Town on a monthly basis for the Services provided during the prior month. Once the Town approves each such invoice, it shall pay said invoice.

5. **Recycling Receptacles.**

(a) Residential, heavy duty, two-wheeled 95 gallon lidded recycling receptacles shall be provided by BD to residents of the Town upon request for a flat fee of \$90.00 per receptacle. BD will provide a list of property owners who have purchased receptacles to the Town upon request, including street address, name and date of purchase, and quantity of cans purchased. Extra recycling receptacles may be purchased at a cost of \$90.00 each.

(b) Any recycling receptacles provided by BD to residents under this Contract will become the property of the residents who purchase the receptacles.

(c) All recycling will be placed in proper receptacles owned by the property owners with lids securely closed and placed in the right-of-way adjacent to the premises of the owner or occupant, at the edge or curb of the street at a reasonably accessible location for collection.

(d) BD will not be required to dispose of non-recycling materials except during times of bulk item pickup.

(e) The Town shall publish rules and regulations governing the manner in which owners or occupants of residences and businesses within the Town shall store and place recycling for pickup pursuant to this Contract.

(f) Recycling receptacles shall not be thrown or handled in a rough or careless manner during collection, but shall be used and handled with care, usual wear and tear excepted, and BD shall be liable for negligent and unnecessary damages caused to such receptacles.

(g) Where receptacles containers are rusted or otherwise so badly damaged as to be unsanitary or unsafe for handling, or not placed properly for pickup, a warning notice shall be given to the owner or occupant of the premises by the attaching of an appropriate notice to the receptacle, and that if correction of the said condition is not made within seven (7) days by the owner or occupant, then the container and the contents will not be picked up; *provided, however*, if the container is so badly damaged so as to be too unsafe to be serviced, said warning notice may be provided and then the container may be omitted from pick up until such unsafe condition is corrected.

6. Office Hours; Complaints; Refusal or Failure to Collect:

(a) BD shall maintain an office at which a responsible person can be reached by telephone during regular working hours of 8:00 a.m. to 4:30 p.m. to answer questions about recycling pick-up service with personnel sufficient to receive and handle complaints and to receive communication from the Town Manager or Public Works Director. BD shall supply an emergency telephone number for use in the event of after-hour emergencies.

(b) In the event of a complaint to BD that a receptacle has not been collected or has been missed, it shall be the duty of BD to address such complaints. BD shall then take whatever steps may be necessary to remedy the complaint and steps to remedy the complaint must be taken on or before 9:30a.m. on the next business day after the complaint has been received. BD will maintain a complaint log form, and a copy of this completed form and corrective actions taken will be submitted to the Town upon request. BD office personnel answering the phone will receive call and record appropriate information from each resident (name, date, phone number, address, time, comments). The person taking the message will immediately contact the driver and receive the driver's input. BD's Operations Manager will also be notified by the office, and he or she will either return the phone call or go to the site of the complaint and address the complaint the same service day.

(c) When service is refused at any eligible dwelling unit, information shall be provided to that dwelling unit by BD describing the reasons for the refusal, included as provide in Section 5(g), and the appropriate remedial action which must be taken in order to have the bin collected in the future. BD shall also contact the Town by the end of the day when services have been refused and provide the Town the reasons for the refusal. This notice may be by fax, electronic mail or other written communication. BD may telephone the Town and follow the oral notice with written communication provided the oral and written notices are made on the same day as the refusal.

7. Weighing Material; Records; Scales.

(a) BD shall be responsible for operating and maintaining in good condition its truck scales and associated equipment.

(b) BD shall maintain accurate weigh scales records for the purposes of determining the total weight of recycling material leaving the Town and shall keep detailed daily records of the same. BD shall provide a copy of this record each month to Town for billing purposes and shall provide a copy of this record to the RDS or such other entity to whom BD is delivering recycling materials pursuant to this Contract.

8. Trucks, Routes, and Dumpsters.

(a) BD shall make the recycling collection in enclosed trucks or vehicles. The vehicles shall be in good working order, shall be cleaned regularly in accordance with any applicable Health Department regulations (at sites suitable, appropriate and approved for cleaning said trucks or vehicles), shall have a presentable appearance, and shall be marked with recycling signage for identification purposes.

(b) Collection routes within the Town may include private streets which may be too narrow for a side loading vehicle to collect and empty recycling receptacles. In addition, the available turning radius may not accommodate standard collection vehicles. BD shall collect recyclables from the said private streets as part of the Services provided pursuant to this Contract. BD will be responsible for determining an acceptable method of collection for these private streets and arranging for any special accommodations that may be necessary to collect recyclables in these areas.

(c) Collection routes may also include locations that currently receive garbage collection services via dumpster due to neighborhood configuration. BD shall collect recyclables from the residences identified in this paragraph as part of the Services provided pursuant to this Contract. BD will be responsible for determining an acceptable method of collection and arranging for any special accommodations that may be necessary to collect recyclables in these areas.

9. Compliance with Laws, Spillage.

(a) BD shall remove and dispose of all recycling materials pursuant to this Contract only in such manner as is permitted and authorized by law, and shall comply with all rules, regulations, and laws applicable to the collection and removal of recycling materials.

(b) BD is responsible for picking up and removing any materials that have blown out or dropped from trucks or the collection receptacles for any reason, even if a return trip is required. Leaks and spills shall be handled quickly and appropriately based on the type and amount and according to State and Federal spill response guidelines. Equipment shall be well

maintained so as not to allow liquid or solid waste to leak or blow out of the collection equipment.

10. Public Information Program. BD shall design and implement a program for the purpose of informing those who will be receiving curbside recycling services concerning the proper method for preparing recyclable materials, use of the recycling container, role of curbside recycling, date and time of program initiation. This program will include distribution of informational brochures to eligible dwelling units. The cost for this program shall be borne by BD and all proposed activities, brochures, mailings, advertisements, etc. shall be approved by the Town prior to use. BD will deliver brochures or such other information on residential curbside recycling, which is produced by the Town on request by the Town.

11. Change in Service Area and Equipment.

(a) Should the current boundaries of the Town change during the term of this Contract, then this Contract shall be adjusted accordingly to reflect any increase or decrease in the residential, commercial, and business premises receiving recycling collection services under this Contract.

(b) Changes to the type, size, and amount of recycling receptacles, the type of frequency of service, and corresponding adjustments to the rates, may be made by mutual written agreement of the Parties. This Contract shall continue in effect for the term provided herein and shall apply to changes of and new service units or locations within the area in which BD provides the collection services under this Contract.

12. Independent Contractor and Indemnity.

(a) BD shall be deemed an independent contractor and shall assume all liability and responsibility for any and all damages to persons and/or property resulting from the performance of its duties under this Contract.

(b) To the extent allowed by applicable law, BD shall indemnify, defend and hold harmless the Town and its officers, employees, and agents from and against all liability, claims, suits, losses, damages, costs and demands on account of any personal injury, including death of any person, or property damage, sustained by any person or entity, arising out of or connected with the performance by BD of its duties under this Contract where such injury, death or damage is caused in whole or in part or alleged to have been caused, in whole or in part, by the negligent acts or omissions of BD or its officers, employees, agents or subcontractors.

13. Insurance. BD shall carry the following insurance which shall be with a reputable company duly licensed to do business in North Carolina:

(a) Workmen's Compensation of all employees who may be involved in any way in the performance of this Contract or in the Services in connection therewith.

(b) Commercial general liability insurance in the amount of \$1,000,000.00 combined single limit.

(c) Vehicle fleet liability (business automobile coverage) in the amount of \$1,000,000.00 combines single limit.

14. Breach and Termination.

(a) If, during the term of this Contract, either Party shall be in breach of any provision of this Contract, the other Party may suspend or terminate its performance hereunder until such breach has been corrected; provided, however, that no such suspension or termination shall occur unless and until the complaining Party has given written notice of such breach to the other Party and the other Party has failed to cure such breach within at least ten (10) days thereafter. In the event any such breach remains uncured for a period of ten (10) days following the provision of such notice, the complaining Party may then suspend or terminate this Agreement by giving the other Party written notice of such suspension or termination; which shall become effective upon receipt of such notice. Any such suspension shall cease when the breach which led to such suspension is cured and the complaining Party is provided with evidence of such cure.

(b) Either Party may voluntarily terminate this Contract by providing 60-days' notice in writing to the other Party. If either Party desires to terminate this Contract due to costs or pricing, that Party must request in writing to the other Party that negotiations occur regarding costs and pricing. Upon the failure of negotiations to reach a resolution satisfying both Parties or upon the expiration of fifteen (15) days or such other amount of time agreed upon by the Parties from the date of the request, the Party desiring to terminate may terminate the Contract upon 30-days written notice to the other Party.

15. Binding Effect. This Contract shall be binding upon the Parties hereto, their successors and assigns. This Contract may not be assigned by BD without prior written approval of the Town.

16. Force Majeure. Neither Party hereto shall be liable for its failure to perform or delay in performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental order, fires, severe weather events, and acts of God and such failure shall not constitute a default under this Contract.

17. Amendment and Restatement of Existing Contract. This Contract shall amend and restate the Existing Contract in its entirety; thus, upon the execution of this Contract, the terms and conditions of this Contract shall govern and replace the Existing Contract in its entirety.

18. E-Verification. BD represents and warrants that it has ensured and will ensure for itself and each subcontractor that it uses to perform obligations under this Contract, that either:

(a) BD or subcontractor employs less than 25 employees who are employed for 9 months or more during a 12-consecutive-month period; or

(1) BD or subcontractor: (a) employs 25 or more employees who are employed for 9 months or more during a 12-consecutive-month period; and (b) has used the E-Verify program, which program is operated by the United States Department of Homeland Security and is defined in N.C. Gen. Stat. § 64-25(5), to verify the work authorization of each employee.

19. **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, and the parties hereby submit to venue in and the personal jurisdiction of the said Courts.

20. **Miscellaneous.**

(a) This document constitutes the entire contract between the Parties and may only be modified by a written mutual agreement signed by the Parties.

(b) The provisions of this Contract are separate and divisible. In the event that any provision of this Contract shall be held invalid, the remaining provisions shall be construed and shall be valid as if the invalid provisions were not a part of this Contract.

(c) This Contract shall not become effective, nor should it be considered binding, until it has been preaudited as evidenced by the finance officer's signature on the preaudit certificate.

SIGNATURE PAGE TO FOLLOW

Both the Town of Southern Shores and Bay Disposal, LLC agree to the above contract.

Bay Disposal, LLC, a Virginia limited liability company

By: _____
 Name: _____
 Title: _____

Town of Southern Shores, a North Carolina municipal corporation

By: _____
 Name: _____
 Title: _____

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

 Finance Officer



AGENDA ITEM SUMMARY FORM

MEETING DATE: April 5, 2022

ITEM TITLE: Consideration of TCA-22-02 Chapter 26. Solid Waste

ITEM SUMMARY:

At the February 1, 2022 Town Council meeting, Chairperson Ward presented the Planning Board's suggested improvements to Town Code Chapter 26, Solid Waste and Council directed Town Staff to draft a TCA that included recommended amendments to Chapter 26. Town Staff submitted TCA-22-02 to Council for the March 9, 2022 Town Council meeting and Council provided feedback on the recommended amendments. The 3-31-22 draft of TCA-22-02 addresses some of the improvements suggested by the Planning Board as well as other recommended amendments from Town Staff and Council (see enclosed comments).

STAFF RECOMMENDATION:

Town Staff recommends approval of TCA-22-02

REQUESTED ACTION:

Motion to approve TCA-22-02.

Planning Board's Suggested Improvements to Solid Waste Ordinance

- Replace “should” with “shall” in several areas within ordinance (i.e. 24 hr.

rollback) (TCA)

- Town Staff left “should” in Section 26-5(b) due to enforcement concerns. However, we will make every effort to enforce habitual violations. We also deleted the 24-hour removal requirement and replaced it with prior to midnight.
- We also added that receptacles should be placed in the street right-of-way not sooner than 24 hours prior to collection

- Establish minimum number of trash and recycle receptacles based on advertised

occupancy (TCA)

- Section 26-6(a) has been revised based on the Planning Board's recommendation with the exception of basing the number of receptacles required on septic capacity. We believe that using bedrooms is clearer and easier to understand for property owners, property managers, etc.
- Our recommended language still differentiates between residential units and rental units (requested by Council at 3-9-22 Council meeting).

- Clear and prominent labeling with arrows toward street on can's lid showing

TRASH or RECYCLE (TCA)

- Section 26-5(e) has been added to encourage Town issued stickers on every receptacle. We have already purchased 2,500 for recycling receptacles and 2,500 for solid waste receptacles.
- Require fully functional lid covering entire receptacle (TCA)
 - Section 26-5(f) has been added to require fully functional lids that cover the entire receptacle for residential receptacles.
 - We also added Section 26-5(g) to require fully functional wheels on residential receptacles.

Other Suggested Revisions

by Town Staff

- In Section 26-4(a), we deleted the requirements for property owners, tenants, and occupants of residential units to purchase solid waste receptacles from the County and recycling receptacles from the Town.
- In Section 26-4(b), we deleted the requirements for commercial establishments to purchase bulk containers or other receptacles from the County or a private contractor. It was revised so that bulk containers approved by the Town shall be purchased and other receptacles can be used if an establishment is generating an insufficient amount for bulk containers.

- In Section 26-6(a), we added that dumpsters could be required if the Town Manager determines that more are required to accommodate the materials generated at the property (requested by Council at 3-9-22 Council meeting).
- In Section 26-9(b), we deleted the allowable items for recycling so that the allowable items are determined by the Town's collection contractor, instead of the Ordinance, and published on the Town website and/or included in education outreach materials.
- In Section 26-9(d), we revised it so that it reflects that the title of recyclable materials goes to the Town's authorized agent.
- In Section 26-11(a), we added a reference to Section 26-20 which addresses enforcement and penalties.
- In Section 26-12(a), we deleted the prohibition of yard trimming waste, leaves, and tree and shrubbery trimmings since the current 26-12(e) addresses placement of yard trimming waste approved for chipping in the right-of-way.
- In Section 26-19, we initially suggested removal of yard trimmings, but it should stay as is per the current list of prohibited items provided by the Town's collection contractor.
- In Section 26-20, we added notice of violation and penalties language. The first offense will result in a warning citation sent to the property owner of record, the second offense will result in a \$50 civil penalty, the third offense will result in a \$100 civil penalty, and each fine after the third in a 12-month period will result in a \$150 civil penalty.



Town of Southern Shores

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TCA-22-02

3-31-2022

Ordinance 2022-XX-XX

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

ARTICLE I. Purpose(s) and Authority.

WHEREAS, pursuant to N.C.G.S. Chap. 160A, the Town has duly codified the Town's Code of Ordinances (the "Town Code"); 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, 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 and general welfare for the Town to amend the 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 Town Code.

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

PART I. That **Chapter 26 Sec. 26-4. Receptacle standards; residential and commercial.** be amended as follows:

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Sec. 26-4. Receptacle standards; residential and commercial.

- (a) *Residential.* The property owner, tenant, or occupant of every single residential unit shall ~~purchase at least one waste receptacle from the county department of public works and as applicable to the residential unit section 26-6 for additional waste receptacles. Every single residential unit shall for a fee, obtain at least one recycle receptacle from the town~~ provide receptacles in accordance with section 26-6 that meet the requirements of this chapter.
- (b) *Commercial establishments.* The owner, tenant, or occupant of a commercial establishment shall purchase a bulk container approved by the town. ~~from the county department public works or private contractor. The owner, tenant, or occupant of a commercial establishment shall, for a fee, obtain at least one recycle receptacle from the town or a private contractor.~~ In cases where a single business establishment generates an insufficient volume of business waste to require the use of a bulk container, the owner, tenant, or occupant shall purchase a sufficient number of waste receptacles ~~from the county department of public works~~ to dispose of the waste generated by the establishment.

PART II. That **Chapter 26 Sec. 26-5. Placement and maintenance of receptacles.** be amended as follows:

Sec. 26-5. Placement and maintenance of receptacles.

- (a) Every residential receptacle shall be placed within the right-of-way of the improved streets and roads in the town within ~~two~~ three feet of the paved portion of the street on designated collection days. ~~Four~~ Three feet of clearance shall be left around the container. The container shall be faced with the lid opening towards the street. Solid waste and recyclable materials placed outside of receptacles will not be collected and are subject to a civil penalty in accordance with section 26-20.
- (b) Receptacles should be placed in the street right-of-way not sooner than 24 hours prior to collection and should be moved out of the street right-of-way within 24 hours prior to midnight following each collection.
- (c) Residence and business occupants shall be responsible for maintaining the pickup area clean from debris and vegetation.
- (d) Bulk containers shall be placed on commercial sites, in accordance with the site plan as approved or by direction of town personnel. In the case of shopping centers or multiple tenants, it shall be the joint responsibility of owners and tenants to maintain the pickup area clean from debris and vegetation, whether containers are to be collected by the county or by a private contractor.
- (e) Every residential receptacle should be labeled with a town issued sticker.

(f) Residential receptacles shall have fully functional lids that cover the entire receptacle.

(g) Residential receptacles shall have fully functional wheels.

PART III. That **Chapter 26 Sec. 26-6. Determination of receptacle size and number.** be amended as follows:

Sec. 26-6. Determination of receptacle size and number.

- (a) *Residential.* Each single residential unit shall have at least one of each town-approved solid waste receptacle and recycling receptacle. Residential units of four bedrooms or less offered for vacation rentals shall have at least ~~two~~ three solid waste receptacles and ~~one~~ two recycling receptacles. Residential units of five or more bedrooms offered for vacation rental shall have at least ~~three~~ five solid waste and ~~one~~ three recycling receptacles. The town manager may require property owners to purchase more than the minimum number of receptacles, or a dumpster, if the town manager determines that more are required to accommodate the materials generated at the property.
- (b) *Commercial establishments.* The property owner or tenant is required to supply adequate receptacles to accommodate all materials generated at the site.

PART IV. That **Chapter 26 Sec. 26-9. Source separation and recycling.** be amended as follows:

Sec. 26-9. Source separation and recycling.

- (a) Each person who owns, leases, rents or manages a residence or residential unit shall remove recyclable materials from the solid waste generated, as required in subsection (b) of this section. Nothing in this section is intended to prevent any person from donating or selling recyclable materials to any other person.
- (b) All recyclable materials shall be separated from other solid waste and made available for recycling. Recyclable materials shall not be mixed with or disposed of with other solid waste. ~~Recyclable materials shall consist of the following items and shall be prepared for recycling as directed:~~
- ~~(1) Glass: all brown, green, and clear glass shall be rinsed.~~
 - ~~(2) Steel food cans: rinse.~~
 - ~~(3) Aluminum cans, foil, plates: rinse and flatten.~~

(4) ~~Plastic milk, water and soft drink bottles: rinse; remove caps and rings; flatten to extent possible.~~

(5) ~~Other plastic bottles (except those containing oils, salad dressings, motor oil, which are not recyclable): rinse; remove caps.~~

(6) ~~Dry cardboard, newspapers, magazines and mixed papers are to be place in the recycle receptacle loose.~~

The items accepted in the curbside collection program shall be those items specified by the town according to its current recycling collection contract. The items not permitted in municipal solid waste (e.g., batteries, antifreeze, and numerous other hazardous materials) must be taken to approved recycling centers as specified by the county.

(c) Curbside collection shall be provided as specified in the town's regularly published collection schedule for residential customers. All recyclable material shall be placed in the receptacles. Items not inside receptacles will not be picked up.

(d) Ownership of recyclable materials. The title of the recyclable material shall transfer from the property owner to ~~the town at the time~~ the town's ~~or its~~ authorized agent takes possession of the same.

PART V. That **Chapter 26 Sec. 26-11. Notice of violation or nonconformity.** be amended as follows:

Sec. 26-11. Notice of violation or nonconformity.

(a) *Notice.* If any refuse collection site or receptacle does not meet the town's specifications, then the town shall give the property owner written notice of the location and manner in which a site or receptacle does not comply with this chapter. A copy of the applicable standards shall be attached to the notice or otherwise appear on the face of the notice. The notice shall be delivered or mailed to the property owner at the address shown on the town tax records, or a copy may be delivered to the property owner personally. Violations shall be subject to a civil penalty in accordance with section 26-20.

(b) *Discontinuance of service.* The town may discontinue refuse collection services for property owners whose receptacles do not comply with the standards of this chapter.

(c) *Use of town-owned receptacles.* Any receptacles placed by the town at the refuse collection site of a property owner may be used by the property owner or anyone in lawful possession of the premises for the collection of solid waste and shall be used in accordance with the provisions of this chapter. None of the prohibited items listed in section 26-19 shall be placed in a municipal solid waste container. Solid waste shall not be placed in a designated recycling container. The town may discontinue

1 refuse collection services for property owners who do not comply with the standards
2 of this chapter.

3
4 **PART VI.** That **Chapter 26 Sec. 26-12. Storage of solid waste and trash.** be
5 amended as follows:

6
7 **Sec. 26-12. Storage of solid waste and trash.**

8
9 ~~(a) No yard trimming waste, leaves, tree and shrubbery trimmings, shall be placed~~
10 ~~within the right-of-way or on the paved portion of any street.~~

11 ~~(b)~~ Any unauthorized accumulation of solid waste on any lot, property, premises, public
12 street, or other public or private place is prohibited. Failure of the owner or
13 occupant, after notice of violation, to remove and correct any such unauthorized
14 accumulation of solid waste shall be deemed a violation of this chapter or other
15 chapters of this Code. See also sections 22-39 through 22-43.

16 ~~(e)~~ Receptacles shall not be overfilled. The lids must be closed to prevent contents from
17 blowing due to strong winds, or scattering caused by foraging animals.

18 ~~(d)~~ It shall be unlawful for any person to leave outside any building or dwelling, in a
19 place accessible to children, any appliance, refrigerator or other container of any
20 kind which has an airtight door or cover with a snap lock or latch without first
21 removing the lock or latch, door or cover from the appliance, refrigerator or
22 container.

23 ~~(e)~~ Yard trimming waste that is approved for chipping by the town may be temporarily
24 placed in the street right-of-way in accordance with the town's current chipping
25 policy.

26
27 **PART VII.** That **Chapter 26 Sec. 26-19. Prohibited items.** be amended as follows:

28
29 **Sec. 26-19. Storage of solid waste and trash.**

30
31 (a) The following items shall not be placed in the town's regular solid waste receptacles
32 for collection:

- 33 (1) Aluminum cans (recycle);
34 (2) Antifreeze (i.e., ethylene glycol);
35 (3) Asbestos;
36 (4) Building materials;

(5) Burning or smoldering materials or any other materials which could create a fire hazard;

(6) Hazardous, radioactive or medical waste;

(7) Lead-acid batteries (may be recycled);

(8) Liquid waste; paint, motor oil, or other toxic or flammable liquids;

(9) Motor vehicle tires;

(10) Pesticides;

(11) Rocks, dirt, sand;

(12) Sharps not properly contained or wrapped;

(13) Yard trimmings (may be composted or burned with fire department permission).

(b) Failure of the owner, operator, or contractor, after notice from the town or its authorized agent of prohibited materials, to remove any such unauthorized prohibitions or materials shall be deemed a violation of this chapter or other chapters of this Code and punishable as same. Such violations may also constitute and be punishable as a nuisance under sections 22-39 through 22-43.

PART VIII. That **Chapter 26 Sec. 26-20. Enforcement; penalties.** be amended as follows:

Sec. 26-20. Enforcement; penalties.

Violations of this chapter, including section 26-19, shall be enforceable and punishable under the general provisions of the Code unless otherwise stated in this chapter or chapter 1.

(a) Except as otherwise provided, the property owner of record shall receive a notice of violation for violations of any of the provisions contained in this chapter. Following issuance of a warning citation, the property owner of record shall be subject to a civil penalty in the amount of fifty dollars (\$50.00).

(b) Except as otherwise provided, the property owner of record shall be subject to a one hundred dollar (\$100.00) civil penalty upon issuance of a second notice of violation within a twelve (12) month period. For each subsequent violation within twelve (12) months of the issuance of a second notice of violation, the property owner of record shall be subject to a one hundred fifty dollar (\$150.00) civil penalty. Each

1 twenty-four (24) hour period during which a violation continues to exist shall
 2 constitute a separate offense (a civil penalty shall be assessed for each twenty-four
 3 (24) hour period during which a violation continues to exist).

4
 5 **ARTICLE IV. Severability.**

6
 7 All Town ordinances or parts of ordinances in conflict with this ordinance amendment are
 8 hereby repealed. Should a court of competent jurisdiction declare this ordinance
 9 amendment or any part thereof to be invalid, such decision shall not affect the remaining
 10 provisions of this ordinance amendment nor the Zoning Ordinance or Town Code of the
 11 Town of Southern Shores, North Carolina which shall remain in full force and effect.

12
 13 **ARTICLE V. Effective Date.**

14
 15 This ordinance amendment shall be in full force and effect from and after the ____ day of
 16 _____, 2022.

17
 18
 19 _____
 20 Elizabeth Morey, Mayor

21 ATTEST:

22
 23 _____
 24 Town Clerk

25
 26
 27 APPROVED AS TO FORM:

28
 29 _____
 30 Town Attorney

31
 32 Date adopted:

33
 34 _____
 35 Motion to adopt by Councilmember:

36
 37 _____
 38 Motion seconded by Councilmember:

39
 40
 41
 42 Vote: ____AYES____NAYS

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AGENDA ITEM SUMMARY

New Business #12

MEETING DATE: April 5, 2022

ITEM TITLE: Solid Waste-Trash and Recycling

ITEM SUMMARY: Consideration of Cart Rollback Service

In response to concerns relating to the appearance of the right-of-way along NC 12/Ocean Blvd due to the abundance of trash and recycling carts not rolled back to the houses in a timely fashion, town staff requested a vendor provided cart roll-back service.

Bay Disposal has confirmed that they are now capable to provide recycling pickup service on Friday throughout the summer along with trash pickup service on Monday and Friday. By moving recycling from Wednesday to Friday, there would only be two days of the week that carts should be left by the right-of-way for service.

There are several scenarios in which the Town can implement this service.

- | | |
|--------------------------------------|--|
| Monday Trash Pickup - | <ol style="list-style-type: none"> 1. Vendor will roll the carts from the property to the street edge Sunday evening 2. Vendor will roll the carts back to the property Monday morning |
| Friday Trash and Recycling Pick up - | <ol style="list-style-type: none"> 3. Vendor will roll the carts from the property to the street edge Thursday evening 4. Vendor will roll the carts back to the property Friday morning |

The cost for each of the four days of service is \$1,119.50 per month. The Town could modify the above in order to accomplish its goal.

- One option is to provide the service all four days. In order to get the full benefit of this service, the Town would need to get property management companies cooperation to impress upon their cleaners and visitors to leave the carts on the properties side of the right-of-way and not roll the carts all the way to the street for pickup on Sunday and Thursday evenings. This would likely be difficult and take time to gain compliance.
- Another option, as a starting point, would be to hire the vendor to roll the carts out of the right-of-way only on Monday and Friday after they are emptied.

The Town has the authority to charge the approximately 260 property owners who receive this service an amount equal to the cost. The service would run for approximately 4 months at a cost of \$8,956 or \$35 for two days of service and \$17,912 or \$70 for all four days.

In addition to the above, Trash Detail will also report damaged carts that need to be replaced or repaired to the appropriate party. They will also place bagged garbage left on the ground into emptied carts.

STAFF RECOMMENDATION: It's important to know what the goal in providing this service is. If the goal is to keep the carts off the edge of the right-of-way as much as possible, then the service should be provided all four days. This requires the cooperation of everyone involved with the rental of each property to not roll the cart to the street. Staff is concerned that this is an unrealistic expectation. Carts rolled out of the right-of-way Friday morning will likely be rolled back on Saturday and Sunday after the houses are cleaned and be there until Monday morning. If the goal is to try and reduce the time the carts spend by the street, then by moving recycling to Friday and rolling the carts back after being emptied is a good start. There is a learning curve with his program, and it will take time for the property managers, cleaners and renters to adjust. Staff feels that the service should be offered consistently for both days of service. If the Council chooses to provide the roll out service on Sunday evening, staff suggests the same be done on Thursday evening. Alternatively, starting this service with just rolling the carts out of the right-of-way after they have been emptied on Monday and Friday morning might be a good way to test the program for effectiveness.

REQUESTED ACTION: A motion to authorize the town manager to enter into a contract with Trash Detail, LLC to provide the chosen level of service.

ATTACHMENTS: none